

**AI-11574**

**5.C.**

**Planning-Salary Increase**

**CC REGULAR**

**Date:** 10/07/2008

**Submitted By:** Dina Trevino, BUDGET & MANAGEMENT

**Department:** BUDGET & MANAGEMENT

**Agenda Area:** Comm. Court Executive Officer

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**Information**

**CAPTION**

1. Approval to waive Civil Service Commission Rules/Personnel Policies to adjust the budgeted salary and budgeted auto allowance of slot no. 210-001-0001, Planning Administrator. Current budgeted salary \$111,592.00, new budgeted salary \$165,000.00. Current auto allowance \$8,000.00, new auto allowance zero (-0-).
2. Approval of revised salary schedule.

**BACKGROUND**

Due to new/additional duties related to Drainage Improvement projects.

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**Fiscal Impact**

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**Attachments**

*No file(s) attached.*

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**Form Routing/Status**

| <b>Route Seq</b>                | <b>Inbox</b>                     | <b>Approved By</b> | <b>Date</b>                     | <b>Status</b> |
|---------------------------------|----------------------------------|--------------------|---------------------------------|---------------|
| 1                               | Budget & Management (Originator) | Dina Trevino       | 10/03/2008 05:20 PM             | APRV          |
| 2                               | Damaris San Miguel               |                    | 10/03/2008 05:27 PM             | NEW           |
| Form Started By: Dina Trevino   |                                  |                    | Started On: 10/03/2008 05:13 PM |               |
| Final Approval Date: 10/03/2008 |                                  |                    |                                 |               |

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**AI-11573**

**5.D.**

**Pct. 4 - Drainage Improvement Project  
CC REGULAR**

**Date:** 10/07/2008

**Submitted By:** Dina Trevino, BUDGET & MANAGEMENT

**Submitted For:** Valde Guerra

**Department:** BUDGET & MANAGEMENT

**Agenda Area:** Comm. Court Executive Officer

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**Information**

**CAPTION**

Pct. 4 - Drainage Improvement Projects:

1. Approval to create one (1) new permanent full-time position Director of Construction (Civil Service Exempt), slot no. 0001 budgeted salary \$48,500.00 to be funded from Pct. 4 2008 C.O. Series allocation.
2. Approval to create one (1) new permanent full-time position Assistant Director of Construction (Civil Service Exempt), slot no.0002, budgeted salary \$45,000.00 to be funded from Pct. 4, 2008 C.O. Series allocation.
3. Approval of salary schedule.

**BACKGROUND**

San Carlos Drain Project Construction

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**Fiscal Impact**

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**Attachments**

*No file(s) attached.*

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**Form Routing/Status**

| Route Seq                       | Inbox                            | Approved By  | Date                            | Status |
|---------------------------------|----------------------------------|--------------|---------------------------------|--------|
| 1                               | Budget & Management (Originator) | Dina Trevino | 10/03/2008 04:53 PM             | APRV   |
| 2                               | Damaris San Miguel               |              | 10/03/2008 05:27 PM             | PEND   |
| Form Started By: Dina Trevino   |                                  |              | Started On: 10/03/2008 04:40 PM |        |
| Final Approval Date: 10/03/2008 |                                  |              |                                 |        |

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**AI-11460**

**6.A.**

**Two new positons (custodian)**

**CC REGULAR**

**Date:** 10/07/2008

**Submitted By:** Irene Cantu, GEN. GOVT. BLDGS.

**Department:** GEN. GOVT. BLDGS.

**Agenda Area:** Buildings and Grounds

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**Information**

**CAPTION**

1. Approval to create two (2) new permanent full-time Custodian positions, slot no.'s 220-001-0082 & -0083 budgeted at \$20,345.00 each, effective 10/13/08.
2. Approval of revised salary schedule.

**BACKGROUND**

New Building- Occupancy of two custodial services that are needed.  
Positions requested for the Mansion on Moorefield Rd.

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**Fiscal Impact**

**FISCAL YEAR:**

**ACCT. #:** 8-1100-419-40-220-001-0-113

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

**MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Funding will need to come from general fund if these positions are approved. For fiscal impact please see the attached Fiscal Note.

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**Attachments**

Link: [PAR](#)

Link: [Job Description - B&G - Custodians](#)

Link: [FISCAL NOTE - B&G - Custodians](#)

Link: [Revised Salary Schedule](#)

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**Form Routing/Status**

| Route Seq | Inbox               | Approved By    | Date                | Status |
|-----------|---------------------|----------------|---------------------|--------|
| 1         | Budget & Management | Veronica Lopez | 09/29/2008 03:16 PM | APRV   |
| 2         | Dale Kennan         | Dale Kennan    | 10/01/2008 08:23 AM | APRV   |
| 3         | Rosalinda Cantu     | Rosie Cantu    | 10/03/2008 08:55 AM | APRV   |
| 4         | Auditor's Office    |                | 10/03/2008 05:27 PM | NEW    |

Form Started By: Irene Cantu  
Started On: 09/29/2008 02:27 PM

Final Approval Date: 10/03/2008

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# HIDALGO COUNTY

## Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: Hidalgo County Buildings & Grounds

DATE: 09/30/2008

CURRENT POSITION TITLE:

CURRENT SLOT. #: 001-82, 001-83

REQUESTED POSITION TITLE: Custodian  
(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 \$ 20,345.00\* (2) Proposed Budgeted Salary \$ 40,690.00 Net Change

Position to be funded from one of the following:

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

☐ Other General Fund/ County wide Admin- Contingency

### POSITION Type:

Full Time Employee ☒ Object 113 Part Time Employee ☐ Object 114 \_\_\_\_\_  
Enter hourly rate for temp. positions  
Full Time Temporary ☐ Object 121 Part Time Temporary ☐ Object 122 \$ \_\_\_\_\_  
Hourly Rate \* 2,080 hrs. per year = Annual Salary

### TEMPORARY POSITIONS:

| Start Date     | End Date                            | Working Days & Hours | Hours Per Week                      | Duration (2 weeks, 3 months, etc.) |
|----------------|-------------------------------------|----------------------|-------------------------------------|------------------------------------|
| CIVIL SERVICE: |                                     |                      |                                     |                                    |
| Exempt         | <input type="checkbox"/>            | FLSA: Exempt         | <input type="checkbox"/>            |                                    |
| Non-Exempt     | <input checked="" type="checkbox"/> | Non-Exempt           | <input checked="" type="checkbox"/> |                                    |
| N/A            | <input type="checkbox"/>            |                      |                                     |                                    |

### JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)

These positions are needed to maintain housekeeping at The Mansion on North Moorefield Rd. Mission, Tx. (New Building)



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

Performs general cleaning including sweeping, mopping, dusting, emptying wastebaskets and ashtrays. Clean walls, windows, operates buffers, strippers, wax machines, vacuums and carpet shampooing machines. Pick up trash.

**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

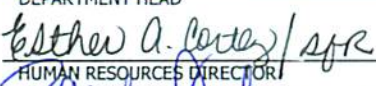
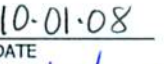
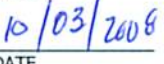
**COMMENTS:** (Any comments you wish to make regarding this request)

**HUMAN RESOURCES:** Classification and Salary Recommendation

Custodian

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

Custodian

|    |                                                                                     |                                                                                     |                                   |                                         |                             |
|----|-------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|-----------------------------------|-----------------------------------------|-----------------------------|
| 1. |  |  | FUNDING AVAILABLE IN DEPT. BUDGET | <input type="checkbox"/> YES            | <input type="checkbox"/> NO |
|    | DEPARTMENT HEAD                                                                     | DATE                                                                                |                                   |                                         |                             |
| 2. |  |  | PERSONNEL PROCEDURES COMPLETED    | <input checked="" type="checkbox"/> YES | <input type="checkbox"/> NO |
|    | HUMAN RESOURCES DIRECTOR                                                            | DATE                                                                                |                                   |                                         |                             |
| 3. |  |  | BUDGET PROCEDURES COMPLETED       | <input checked="" type="checkbox"/> YES | <input type="checkbox"/> NO |
|    | DEPARTMENT OF BUDGET & MANAGEMENT                                                   | DATE                                                                                |                                   |                                         |                             |
| 4. | COMMISSIONERS COURT APPROVAL                                                        | DATE                                                                                |                                   |                                         |                             |

# **HIDALGO COUNTY BUILDINGS & GROUNDS**

|                   |                  |                              |                   |
|-------------------|------------------|------------------------------|-------------------|
| <b>Job Title:</b> | <b>Custodian</b> | <b>FLSA Status:</b>          | <b>Non-exempt</b> |
| <b>Dept. No:</b>  | <b>220-001</b>   | <b>Civil Service Status:</b> | <b>Non-exempt</b> |

## **SUMMARY:**

Keep County facilities clean and orderly.

## **ESSENTIAL DUTIES AND RESPONSIBILITIES:**

- Performs general cleaning including sweeping, mopping, dusting, and emptying wastebaskets and ashtrays.
- Clean walls, windows and light fixtures.
- Operates buffers, strippers, wax machine, vacuums and carpet shampooing machines.
- Picks up trash.
- Replaces light bulbs and other similar replaceable items.
- Unstops toilets and sinks.
- Picks up and delivers supplies, equipment and/or other goods.
- Performs minor repairs on equipment and fixtures.
- Regular attendance is a must;
- Ability to work well with others.
- Performs such other duties as may be assigned.

## **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 duties and responsibilities.

## **EDUCATION and/or EXPERIENCE:**

- Must be able to read and write English

## **CERTIFICATES, LICENSES, REGISTRATIONS:**

- Employee must have a current valid Texas Motor Vehicle Operator's License
- Must be able to be insured by the County's Insurance carrier

## **OTHER SKILLS AND ABILITIES:**

- 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 and walk. The employee is required to 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 regularly lift and/or move over twenty five (25) 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 encounter while performing the essential functions of this job.

The employee occasionally works in outside weather conditions. The employee is occasionally exposed to fumes, airborne particles and toxic or caustic chemicals.

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:

- standing and walking 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 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**  
**Department of Budget & Management**  
**FISCAL NOTE**

•Fiscal notes are prepared by the Department of Budget & Management 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, October 07, 2008

Agenda Item: AI-11460

**Summary of request/proposal:**

**Buildings & Grounds is requesting the approval to create two (2) Custodian positions (in slot # 0082 & slot # 0083) to maintain the Mansion on North Moorefield Road. Note the effective date of 10/13/08.**

| Fund | Position  | Slot# | Obj | Current Budgeted Salary | Adjustment Requested | Total Requested |
|------|-----------|-------|-----|-------------------------|----------------------|-----------------|
| 1100 | Custodian | 0082  | 113 | 0.00                    | 20,345.00            | 20,345.00       |
| 1100 | Custodian | 0083  | 113 | 0.00                    | 20,345.00            | 20,345.00       |
|      |           |       |     |                         |                      |                 |
|      |           |       |     |                         |                      |                 |
|      |           |       |     |                         |                      |                 |
|      |           |       |     |                         |                      |                 |
|      |           |       |     |                         |                      |                 |
|      |           |       |     |                         |                      |                 |
|      |           |       |     | 0.00                    | 40,690.00            | 40,690.00       |

**Budgetary Impact:**

| INCREASE/DECREASE<br>ACCOUNT NUMBER | ACCOUNT (OBJECT)<br>NAME          | AMOUNT      |
|-------------------------------------|-----------------------------------|-------------|
| 8-1100-419-40-220-001-0- 113        | GEN GOVT BLDG- PERM F/T EMPLOYEES | \$9,007.71  |
| 8-1100-419-40-220-001-0- 211        | GEN GOVT BLDG- HEALTH INSURANCE   | \$1,843.60  |
| 8-1100-419-40-220-001-0- 212        | GEN GOVT BLDG- LIFE INSURANCE     | \$14.61     |
| 8-1100-419-40-220-001-0- 220        | GEN GOVT BLDG- FICA               | \$689.09    |
| 8-1100-419-40-220-001-0- 230        | GEN GOVT BLDG- RETIREMENT         | \$790.88    |
| 8-1100-419-40-220-001-0- 250        | GEN GOVT BLDG- UNEMPLOYMENT COMP  | \$45.04     |
| 8-1100-419-40-220-001-0- 260        | GEN GOVT BLDG- WORKER'S COMP      | \$558.48    |
| 2008 Budgetary Impact               |                                   | \$12,949.41 |

**2009 Budgetary Impact: \$58,495.60**

**Possible Funding Sources: Funding to be determined**

**Budget Office Recommendation:**

|  |
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|  |
|  |
|  |
|  |

**HIDALGO COUNTY  
COMMISSIONER COURT  
2008 SALARY SCHEDULE**

**1100-419-40-220-001-0-  
GEN GOVT BLDG**

**AI-11460**

| Slot # | Obj Code | POSITION TITLE        | 2007<br>BUDGETED<br>SALARY | 2008<br>ADJUSTED<br>SALARY | 2008 BASE<br>SALARY | % Inc. | AMOUNT<br>INCREASE | OTHER<br>INCREASE | 2008<br>BUDGETED<br>SALARY | 2008 ACTUAL<br>SALARY | Other Allowances |                  |                 |                |                 | 2008 ACTUAL<br>TOTAL<br>COMPENSATIO |
|--------|----------|-----------------------|----------------------------|----------------------------|---------------------|--------|--------------------|-------------------|----------------------------|-----------------------|------------------|------------------|-----------------|----------------|-----------------|-------------------------------------|
|        |          |                       |                            |                            |                     |        |                    |                   |                            |                       | Longevity<br>115 | Interpet.<br>116 | Supplem.<br>117 | Auto A.<br>118 | Clothing<br>119 |                                     |
| 0001   | 112      | DIRECTOR              | 58,500.00                  | 0.00                       | 58,500.00           | 4.00%  | 2,340.00           | 0.00              | 60,840.00                  | 60,840.00             | 360.00           | 0.00             | 0.00            | 0.00           | 0.00            | 61,200.00                           |
| 0002   | 113      | EXECUTIVE ASST        | 40,742.00                  | 0.00                       | 40,742.00           | 4.00%  | 1,629.68           | 0.00              | 42,372.00                  | 42,372.00             | 780.00           | 0.00             | 0.00            | 0.00           | 0.00            | 43,152.00                           |
| 0003   | 113      | GENERAL FOREMAN       | 38,665.00                  | 10,835.00                  | 49,500.00           | 0.00%  | 0.00               | 0.00              | 49,500.00                  | 49,500.00             | 0.00             | 0.00             | 0.00            | 0.00           | 0.00            | 49,500.00                           |
| 0004   | 113      | A/C SPECIALIST        | 30,595.00                  | 2,405.00                   | 33,000.00           | 0.00%  | 0.00               | 0.00              | 33,000.00                  | 33,000.00             | 420.00           | 0.00             | 0.00            | 0.00           | 0.00            | 33,420.00                           |
| 0005   | 113      | PLUMBER               | 30,595.00                  | 2,405.00                   | 33,000.00           | 0.00%  | 0.00               | 0.00              | 33,000.00                  | 33,000.00             | 420.00           | 0.00             | 0.00            | 0.00           | 0.00            | 33,420.00                           |
| 0006   | 113      | ELECTRICIAN           | 30,595.00                  | 2,405.00                   | 33,000.00           | 0.00%  | 0.00               | 0.00              | 33,000.00                  | 33,000.00             | 420.00           | 0.00             | 0.00            | 0.00           | 0.00            | 33,420.00                           |
| 0007   | 113      | A/C TECHNICIAN        | 29,703.00                  | 3,297.00                   | 33,000.00           | 0.00%  | 0.00               | 0.00              | 33,000.00                  | 33,000.00             | 0.00             | 0.00             | 0.00            | 0.00           | 0.00            | 33,000.00                           |
| 0008   | 113      | ELECTRICIAN           | 29,703.00                  | 3,297.00                   | 33,000.00           | 0.00%  | 0.00               | 0.00              | 33,000.00                  | 33,000.00             | 0.00             | 0.00             | 0.00            | 0.00           | 0.00            | 33,000.00                           |
| 0010   | 113      | BUDGET CLERK II       | 25,977.00                  | 2,623.00                   | 28,600.00           | 0.00%  | 0.00               | 0.00              | 28,600.00                  | 28,600.00             | 1,320.00         | 0.00             | 0.00            | 0.00           | 0.00            | 29,920.00                           |
| 0011   | 113      | SECRETARY             | 25,399.00                  | 0.00                       | 25,399.00           | 4.00%  | 1,015.96           | 0.00              | 26,415.00                  | 26,415.00             | 600.00           | 0.00             | 0.00            | 0.00           | 0.00            | 27,015.00                           |
| 0012   | 113      | MAINTENANCE           | 22,236.00                  | 0.00                       | 22,236.00           | 4.50%  | 1,000.00           | 0.00              | 23,236.00                  | 23,236.00             | 780.00           | 0.00             | 0.00            | 0.00           | 0.00            | 24,016.00                           |
| 0013   | 113      | MAINTENANCE           | 22,236.00                  | 0.00                       | 22,236.00           | 4.50%  | 1,000.00           | 0.00              | 23,236.00                  | 23,236.00             | 840.00           | 0.00             | 0.00            | 0.00           | 0.00            | 24,076.00                           |
| 0014   | 113      | MAIL CLERK            | 21,535.00                  | 0.00                       | 21,535.00           | 4.64%  | 1,000.00           | 0.00              | 22,535.00                  | 22,535.00             | 0.00             | 0.00             | 0.00            | 0.00           | 0.00            | 22,535.00                           |
| 0015   | 113      | MAIL CLERK            | 21,535.00                  | 0.00                       | 21,535.00           | 4.64%  | 1,000.00           | 0.00              | 22,535.00                  | 22,535.00             | 0.00             | 0.00             | 0.00            | 0.00           | 0.00            | 22,535.00                           |
| 0016   | 113      | ELECTRICIAN HELPER    | 20,891.00                  | 0.00                       | 20,891.00           | 4.79%  | 1,000.00           | 0.00              | 21,891.00                  | 21,891.00             | 0.00             | 0.00             | 0.00            | 0.00           | 0.00            | 21,891.00                           |
| 0017   | 113      | A/C TECHNICIAN HELPER | 20,891.00                  | 0.00                       | 20,891.00           | 4.79%  | 1,000.00           | 0.00              | 21,891.00                  | 21,891.00             | 0.00             | 0.00             | 0.00            | 0.00           | 0.00            | 21,891.00                           |
| 0018   | 113      | PLUMBER HELPER        | 20,891.00                  | 0.00                       | 20,891.00           | 4.79%  | 1,000.00           | 0.00              | 21,891.00                  | 21,891.00             | 0.00             | 0.00             | 0.00            | 0.00           | 0.00            | 21,891.00                           |
| 0019   | 113      | CUSTODIAN             | 20,555.00                  | 0.00                       | 20,555.00           | 4.86%  | 1,000.00           | 0.00              | 21,555.00                  | 20,345.00             | 0.00             | 0.00             | 0.00            | 0.00           | 0.00            | 20,345.00                           |
| 0020   | 113      | CUSTODIAN             | 20,555.00                  | 0.00                       | 20,555.00           | 4.86%  | 1,000.00           | 0.00              | 21,555.00                  | 20,345.00             | 720.00           | 0.00             | 0.00            | 0.00           | 0.00            | 21,065.00                           |
| 0021   | 113      | CUSTODIAN             | 20,555.00                  | 0.00                       | 20,555.00           | 4.86%  | 1,000.00           | 0.00              | 21,555.00                  | 20,345.00             | 0.00             | 0.00             | 0.00            | 0.00           | 0.00            | 20,345.00                           |
| 0022   | 113      | CUSTODIAN             | 20,273.00                  | 0.00                       | 20,273.00           | 4.93%  | 1,000.00           | 0.00              | 21,273.00                  | 20,345.00             | 0.00             | 0.00             | 0.00            | 0.00           | 0.00            | 20,345.00                           |
| 0023   | 113      | CUSTODIAN             | 19,992.00                  | 0.00                       | 19,992.00           | 5.00%  | 1,000.00           | 0.00              | 20,992.00                  | 20,345.00             | 0.00             | 0.00             | 0.00            | 0.00           | 0.00            | 20,345.00                           |
| 0024   | 113      | CUSTODIAN             | 19,992.00                  | 0.00                       | 19,992.00           | 5.00%  | 1,000.00           | 0.00              | 20,992.00                  | 20,345.00             | 360.00           | 0.00             | 0.00            | 0.00           | 0.00            | 20,705.00                           |
| 0025   | 113      | CUSTODIAN             | 19,992.00                  | 0.00                       | 19,992.00           | 5.00%  | 1,000.00           | 0.00              | 20,992.00                  | 20,345.00             | 300.00           | 0.00             | 0.00            | 0.00           | 0.00            | 20,645.00                           |
| 0026   | 113      | MAINTENANCE           | 19,992.00                  | 0.00                       | 19,992.00           | 5.00%  | 1,000.00           | 0.00              | 20,992.00                  | 20,345.00             | 0.00             | 0.00             | 0.00            | 0.00           | 0.00            | 20,345.00                           |
| 0027   | 113      | CUSTODIAN             | 19,611.00                  | 0.00                       | 19,611.00           | 5.10%  | 1,000.00           | 0.00              | 20,611.00                  | 20,345.00             | 0.00             | 0.00             | 0.00            | 0.00           | 0.00            | 20,345.00                           |
| 0028   | 113      | CUSTODIAN             | 19,611.00                  | 0.00                       | 19,611.00           | 5.10%  | 1,000.00           | 0.00              | 20,611.00                  | 20,345.00             | 0.00             | 0.00             | 0.00            | 0.00           | 0.00            | 20,345.00                           |
| 0029   | 113      | MAINTENANCE II        | 19,611.00                  | 3,389.00                   | 23,000.00           | 0.00%  | 0.00               | 0.00              | 23,000.00                  | 23,000.00             | 360.00           | 0.00             | 0.00            | 0.00           | 0.00            | 23,360.00                           |
| 0030   | 113      | CUSTODIAN             | 19,611.00                  | 0.00                       | 19,611.00           | 5.10%  | 1,000.00           | 0.00              | 20,611.00                  | 20,345.00             | 0.00             | 0.00             | 0.00            | 0.00           | 0.00            | 20,345.00                           |
| 0031   | 113      | CUSTODIAN             | 19,611.00                  | 0.00                       | 19,611.00           | 5.10%  | 1,000.00           | 0.00              | 20,611.00                  | 20,611.00             | 960.00           | 0.00             | 0.00            | 0.00           | 0.00            | 21,571.00                           |
| 0032   | 113      | MAINTENANCE           | 19,611.00                  | 0.00                       | 19,611.00           | 5.10%  | 1,000.00           | 0.00              | 20,611.00                  | 20,345.00             | 540.00           | 0.00             | 0.00            | 0.00           | 0.00            | 20,885.00                           |
| 0033   | 113      | CUSTODIAN             | 19,611.00                  | 0.00                       | 19,611.00           | 5.10%  | 1,000.00           | 0.00              | 20,611.00                  | 20,345.00             | 0.00             | 0.00             | 0.00            | 0.00           | 0.00            | 20,345.00                           |
| 0034   | 113      | CUSTODIAN             | 19,611.00                  | 0.00                       | 19,611.00           | 5.10%  | 1,000.00           | 0.00              | 20,611.00                  | 20,611.00             | 960.00           | 0.00             | 0.00            | 0.00           | 0.00            | 21,571.00                           |
| 0035   | 113      | CUSTODIAN             | 19,611.00                  | 0.00                       | 19,611.00           | 5.10%  | 1,000.00           | 0.00              | 20,611.00                  | 20,345.00             | 0.00             | 0.00             | 0.00            | 0.00           | 0.00            | 20,345.00                           |
| 0036   | 113      | CUSTODIAN             | 19,611.00                  | 0.00                       | 19,611.00           | 5.10%  | 1,000.00           | 0.00              | 20,611.00                  | 20,345.00             | 300.00           | 0.00             | 0.00            | 0.00           | 0.00            | 20,645.00                           |
| 0037   | 113      | CUSTODIAN             | 19,611.00                  | 0.00                       | 19,611.00           | 5.10%  | 1,000.00           | 0.00              | 20,611.00                  | 20,345.00             | 0.00             | 0.00             | 0.00            | 0.00           | 0.00            | 20,345.00                           |
| 0038   | 113      | CUSTODIAN             | 19,611.00                  | 0.00                       | 19,611.00           | 5.10%  | 1,000.00           | 0.00              | 20,611.00                  | 20,345.00             | 0.00             | 0.00             | 0.00            | 0.00           | 0.00            | 20,345.00                           |
| 0039   | 113      | CUSTODIAN             | 19,611.00                  | 0.00                       | 19,611.00           | 5.10%  | 1,000.00           | 0.00              | 20,611.00                  | 20,345.00             | 420.00           | 0.00             | 0.00            | 0.00           | 0.00            | 20,765.00                           |
| 0040   | 113      | CUSTODIAN             | 19,345.00                  | 0.00                       | 19,345.00           | 5.17%  | 1,000.00           | 0.00              | 20,345.00                  | 20,345.00             | 0.00             | 0.00             | 0.00            | 0.00           | 0.00            | 20,345.00                           |
| 0041   | 113      | CUSTODIAN             | 19,345.00                  | 0.00                       | 19,345.00           | 5.17%  | 1,000.00           | 0.00              | 20,345.00                  | 20,345.00             | 420.00           | 0.00             | 0.00            | 0.00           | 0.00            | 20,765.00                           |
| 0042   | 113      | CUSTODIAN             | 19,345.00                  | 0.00                       | 19,345.00           | 5.17%  | 1,000.00           | 0.00              | 20,345.00                  | 20,345.00             | 0.00             | 0.00             | 0.00            | 0.00           | 0.00            | 20,345.00                           |
| 0043   | 113      | CUSTODIAN             | 19,345.00                  | 0.00                       | 19,345.00           | 5.17%  | 1,000.00           | 0.00              | 20,345.00                  | 20,345.00             | 420.00           | 0.00             | 0.00            | 0.00           | 0.00            | 20,765.00                           |
| 0044   | 113      | CUSTODIAN             | 19,345.00                  | 0.00                       | 19,345.00           | 5.17%  | 1,000.00           | 0.00              | 20,345.00                  | 20,345.00             | 480.00           | 0.00             | 0.00            | 0.00           | 0.00            | 20,825.00                           |
| 0045   | 113      | CUSTODIAN             | 19,345.00                  | 0.00                       | 19,345.00           | 5.17%  | 1,000.00           | 0.00              | 20,345.00                  | 20,345.00             | 0.00             | 0.00             | 0.00            | 0.00           | 0.00            | 20,345.00                           |
| 0046   | 113      | CUSTODIAN             | 19,345.00                  | 0.00                       | 19,345.00           | 5.17%  | 1,000.00           | 0.00              | 20,345.00                  | 20,345.00             | 420.00           | 0.00             | 0.00            | 0.00           | 0.00            | 20,765.00                           |
| 0047   | 113      | CUSTODIAN             | 19,345.00                  | 0.00                       | 19,345.00           | 5.17%  | 1,000.00           | 0.00              | 20,345.00                  | 20,345.00             | 300.00           | 0.00             | 0.00            | 0.00           | 0.00            | 20,645.00                           |
| 0048   | 113      | CUSTODIAN             | 19,345.00                  | 0.00                       | 19,345.00           | 5.17%  | 1,000.00           | 0.00              | 20,345.00                  | 20,345.00             | 0.00             | 0.00             | 0.00            | 0.00           | 0.00            | 20,345.00                           |
| 0049   | 113      | MAINTENANCE           | 19,345.00                  | 0.00                       | 19,345.00           | 5.17%  | 1,000.00           | 0.00              | 20,345.00                  | 20,345.00             | 0.00             | 0.00             | 0.00            | 0.00           | 0.00            | 20,345.00                           |
| 0050   | 113      | MAINTENANCE           | 19,345.00                  | 0.00                       | 19,345.00           | 5.17%  | 1,000.00           | 0.00              | 20,345.00                  | 20,345.00             | 0.00             | 0.00             | 0.00            | 0.00           | 0.00            | 20,345.00                           |
| 0051   | 113      | CUSTODIAN             | 19,345.00                  | 0.00                       | 19,345.00           | 5.17%  | 1,000.00           | 0.00              | 20,345.00                  | 20,345.00             | 0.00             | 0.00             | 0.00            | 0.00           | 0.00            | 20,345.00                           |

| Slot #       | Obj Code | POSITION TITLE             | 2007 BUDGETED SALARY  | 2008 ADJUSTED SALARY | 2008 BASE SALARY      | % Inc. | AMOUNT INCREASE    | OTHER INCREASE | 2008 BUDGETED SALARY  | 2008 ACTUAL SALARY    | Other Allowances   |               |               |               |               | 2008 ACTUAL TOTAL COMPENSATIO |
|--------------|----------|----------------------------|-----------------------|----------------------|-----------------------|--------|--------------------|----------------|-----------------------|-----------------------|--------------------|---------------|---------------|---------------|---------------|-------------------------------|
|              |          |                            |                       |                      |                       |        |                    |                |                       |                       | Longevity 115      | Interpet. 116 | Supplem. 117  | Auto A. 118   | Clothing 119  |                               |
| 0052         | 113      | CUSTODIAN                  | 19,345.00             | 0.00                 | 19,345.00             | 5.17%  | 1,000.00           | 0.00           | 20,345.00             | 20,345.00             | 0.00               | 0.00          | 0.00          | 0.00          | 0.00          | 20,345.00                     |
| 0053         | 113      | MAINTENANCE                | 19,345.00             | 0.00                 | 19,345.00             | 5.17%  | 1,000.00           | 0.00           | 20,345.00             | 20,345.00             | 0.00               | 0.00          | 0.00          | 0.00          | 0.00          | 20,345.00                     |
| 0054         | 113      | MAINTENANCE II             | 19,345.00             | 3,655.00             | 23,000.00             | 4.35%  | 1,000.00           | 0.00           | 24,000.00             | 23,000.00             | 600.00             | 0.00          | 0.00          | 0.00          | 0.00          | 23,600.00                     |
| 0055         | 113      | CUSTODIAN                  | 19,345.00             | 0.00                 | 19,345.00             | 5.17%  | 1,000.00           | 0.00           | 20,345.00             | 20,345.00             | 420.00             | 0.00          | 0.00          | 0.00          | 0.00          | 20,765.00                     |
| 0056         | 113      | MAINTENANCE                | 19,345.00             | 0.00                 | 19,345.00             | 5.17%  | 1,000.00           | 0.00           | 20,345.00             | 0.00                  | 0.00               | 0.00          | 0.00          | 0.00          | 0.00          | 0.00                          |
| 0057         | 113      | CUSTODIAN                  | 19,345.00             | 0.00                 | 19,345.00             | 5.17%  | 1,000.00           | 0.00           | 20,345.00             | 20,345.00             | 360.00             | 0.00          | 0.00          | 0.00          | 0.00          | 20,705.00                     |
| 0059         | 113      | MAINTENANCE                | 19,345.00             | 0.00                 | 19,345.00             | 5.17%  | 1,000.00           | 0.00           | 20,345.00             | 20,345.00             | 0.00               | 0.00          | 0.00          | 0.00          | 0.00          | 20,345.00                     |
| 0060         | 113      | MAINTENANCE                | 19,345.00             | 0.00                 | 19,345.00             | 5.17%  | 1,000.00           | 0.00           | 20,345.00             | 20,345.00             | 0.00               | 0.00          | 0.00          | 0.00          | 0.00          | 20,345.00                     |
| 0061         | 113      | MAINTENANCE                | 19,345.00             | 0.00                 | 19,345.00             | 5.17%  | 1,000.00           | 0.00           | 20,345.00             | 20,345.00             | 720.00             | 0.00          | 0.00          | 0.00          | 0.00          | 21,065.00                     |
| 0062         | 113      | CUSTODIAN                  | 19,345.00             | 0.00                 | 19,345.00             | 5.17%  | 1,000.00           | 0.00           | 20,345.00             | 20,345.00             | 840.00             | 0.00          | 0.00          | 0.00          | 0.00          | 21,185.00                     |
| 0063         | 113      | MAINTENANCE                | 19,345.00             | 0.00                 | 19,345.00             | 5.17%  | 1,000.00           | 0.00           | 20,345.00             | 20,345.00             | 540.00             | 0.00          | 0.00          | 0.00          | 0.00          | 20,885.00                     |
| 0064         | 113      | CUSTODIAN                  | 19,345.00             | 0.00                 | 19,345.00             | 5.17%  | 1,000.00           | 0.00           | 20,345.00             | 20,345.00             | 540.00             | 0.00          | 0.00          | 0.00          | 0.00          | 20,885.00                     |
| 0065         | 113      | CUSTODIAN                  | 19,345.00             | 0.00                 | 19,345.00             | 5.17%  | 1,000.00           | 0.00           | 20,345.00             | 20,345.00             | 0.00               | 0.00          | 0.00          | 0.00          | 0.00          | 20,345.00                     |
| 0066         | 113      | CUSTODIAN                  | 19,345.00             | 0.00                 | 19,345.00             | 5.17%  | 1,000.00           | 0.00           | 20,345.00             | 20,345.00             | 660.00             | 0.00          | 0.00          | 0.00          | 0.00          | 21,005.00                     |
| 0067         | 113      | CUSTODIAN                  | 19,345.00             | 0.00                 | 19,345.00             | 5.17%  | 1,000.00           | 0.00           | 20,345.00             | 20,345.00             | 0.00               | 0.00          | 0.00          | 0.00          | 0.00          | 20,345.00                     |
| 0068         | 113      | CUSTODIAN                  | 19,345.00             | 0.00                 | 19,345.00             | 5.17%  | 1,000.00           | 0.00           | 20,345.00             | 20,345.00             | 0.00               | 0.00          | 0.00          | 0.00          | 0.00          | 20,345.00                     |
| 0069         | 113      | CUSTODIAN                  | 19,345.00             | 0.00                 | 19,345.00             | 5.17%  | 1,000.00           | 0.00           | 20,345.00             | 20,345.00             | 540.00             | 0.00          | 0.00          | 0.00          | 0.00          | 20,885.00                     |
| 0070         | 113      | CUSTODIAN                  | 19,345.00             | 0.00                 | 19,345.00             | 5.17%  | 1,000.00           | 0.00           | 20,345.00             | 20,345.00             | 0.00               | 0.00          | 0.00          | 0.00          | 0.00          | 20,345.00                     |
| 0071         | 113      | CUSTODIAN                  | 19,345.00             | 0.00                 | 19,345.00             | 5.17%  | 1,000.00           | 0.00           | 20,345.00             | 20,345.00             | 0.00               | 0.00          | 0.00          | 0.00          | 0.00          | 20,345.00                     |
| 0072         | 113      | ASSISTANT PROJECTS MANAGER | 30,000.00             | 0.00                 | 30,000.00             | 4.00%  | 1,200.00           | 0.00           | 31,200.00             | 31,200.00             | 0.00               | 0.00          | 0.00          | 0.00          | 0.00          | 31,200.00                     |
| 0073         | 113      | MAINTENANCE I              | 0.00                  | 18,720.00            | 18,720.00             | 0.00%  | 0.00               | 0.00           | 18,720.00             | 18,720.00             | 0.00               | 0.00          | 0.00          | 0.00          | 0.00          | 18,720.00                     |
| 0074         | 113      | MAINTENANCE I              | 0.00                  | 18,720.00            | 18,720.00             | 0.00%  | 0.00               | 0.00           | 18,720.00             | 18,720.00             | 0.00               | 0.00          | 0.00          | 0.00          | 0.00          | 18,720.00                     |
| 0075         | 113      | PLUMBER II                 | 0.00                  | 31,000.00            | 31,000.00             | 0.00%  | 0.00               | 0.00           | 31,000.00             | 3,100.00              | 0.00               | 0.00          | 0.00          | 0.00          | 0.00          | 3,100.00                      |
| 0076         | 113      | ELECTRICIAN I              | 0.00                  | 31,000.00            | 31,000.00             | 0.00%  | 0.00               | 0.00           | 31,000.00             | 31,000.00             | 0.00               | 0.00          | 0.00          | 0.00          | 0.00          | 31,000.00                     |
| 0077         | 113      | A/C CHILLER TECHNICIAN     | 0.00                  | 39,000.00            | 39,000.00             | 0.00%  | 0.00               | 0.00           | 39,000.00             | 0.00                  | 0.00               | 0.00          | 0.00          | 0.00          | 0.00          | 0.00                          |
| 0078         | 113      | WELDER I                   | 0.00                  | 31,000.00            | 31,000.00             | 0.00%  | 0.00               | 0.00           | 31,000.00             | 31,000.00             | 420.00             | 0.00          | 0.00          | 0.00          | 0.00          | 31,420.00                     |
| 0079         | 113      | GROUNDSKEEPER              | 0.00                  | 20,800.00            | 20,800.00             | 0.00%  | 0.00               | 0.00           | 20,800.00             | 20,800.00             | 0.00               | 0.00          | 0.00          | 0.00          | 0.00          | 20,800.00                     |
| 0080         | 113      | GROUNDSKEEPER              | 0.00                  | 20,800.00            | 20,800.00             | 0.00%  | 0.00               | 0.00           | 20,800.00             | 20,800.00             | 0.00               | 0.00          | 0.00          | 0.00          | 0.00          | 20,800.00                     |
| 0081         | 113      | GROUNDSKEEPER              | 0.00                  | 20,800.00            | 20,800.00             | 0.00%  | 0.00               | 0.00           | 20,800.00             | 0.00                  | 0.00               | 0.00          | 0.00          | 0.00          | 0.00          | 0.00                          |
| <b>TOTAL</b> |          |                            | <b>\$1,537,233.00</b> | <b>\$71,751.00</b>   | <b>\$1,608,984.00</b> |        | <b>\$64,185.64</b> | <b>\$0.00</b>  | <b>\$1,673,170.00</b> | <b>\$1,642,019.00</b> | <b>\$18,120.00</b> | <b>\$0.00</b> | <b>\$0.00</b> | <b>\$0.00</b> | <b>\$0.00</b> | <b>\$1,660,139.00</b>         |

++++ADD++++

|      |     |           |      |           |      |      |      |      |           |      |      |      |      |      |      |      |
|------|-----|-----------|------|-----------|------|------|------|------|-----------|------|------|------|------|------|------|------|
| 0082 | 113 | CUSTODIAN | 0.00 | 20,345.00 | 0.00 | 0.00 | 0.00 | 0.00 | 20,345.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 0083 | 113 | CUSTODIAN | 0.00 | 20,345.00 | 0.00 | 0.00 | 0.00 | 0.00 | 20,345.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |

AI-11515

7.A.

**Interlocal Agreement between HIDTA and McAllen ISD Police Dept.  
CC REGULAR**

**Date:** 10/07/2008  
**Submitted By:** Nelda Olivarez, HIDTA  
**Submitted For:** Dora L. Munoz, Commander  
**Department:** HIDTA  
**Agenda Area:** HIDTA - Task Force

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**Information**

**CAPTION**

Authorization and approval to accept the Interlocal Agreement between Hidalgo County HIDTA Task Force and the McAllen Independent School District Police Department as set forth under Texas Code of Criminal Procedure Chapter 59.

**BACKGROUND**

As set forth under the Texas Code of Criminal Procedure Chapter 59 Article 59.06(b) *Disposition of Forfeited Property* "If a local agreement exists between the attorney representing the state and law enforcement agencies, the attorney representing the state may transfer the property to law enforcement agencies to maintain, repair, use, and operate the property for official purposes if the property is free of any interest of an interest holder."

Interlocal agreement has been reviewed by Legal Counsel.

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**Fiscal Impact**

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

**BUDGETARY IMPACT:**

No fiscal impact to County. The Law Enforcement Agency receiving forfeiture asset(s) under CCP 59 is responsible for maintaining such assets and is responsible for all costs (expenditures) associated with the asset(s) received.

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**Attachments**

Link: [McAllen ISD](#)

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**Form Routing/Status**

| Route Seq | Inbox                 | Approved By    | Date                | Status |
|-----------|-----------------------|----------------|---------------------|--------|
| 1         | Budget & Management   | Veronica Lopez | 10/02/2008 07:42 AM | APRV   |
| 2         | Ivan Cantu            | Ivan Cantu     | 10/02/2008 08:30 AM | APRV   |
| 3         | Auditor's Office      | Linda Fong     | 10/03/2008 01:07 PM | APRV   |
| 4         | Purchasing Department | Marty Salazar  | 10/03/2008 04:45 PM | APRV   |
| 5         | Court Administrator   |                | 10/03/2008 05:27 PM | NEW    |

Form Started By: Nelda Olivarez

Started On: 10/01/2008 04:57  
PM

Final Approval Date: 10/03/2008

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STATE OF TEXAS           §  
                                     §  
HIDALGO COUNTY         §

**INTERLOCAL AGREEMENT BETWEEN  
HIDALGO COUNTY HIGH INTENSITY DRUG TRAFFICKING AREA TASK FORCE  
AND THE McALLEN INDEPENDENT SCHOOL DISTRICT POLICE DEPARTMENT**

**WHEREAS**, the **HIDALGO COUNTY HIDTA TASK FORCE** and the **McALLEN INDEPENDENT SCHOOL DISTRICT POLICE DEPARTMENT** are located in close proximity and have law enforcement, crime prevention and close government ties; and

**WHEREAS**, the **HIDALGO COUNTY HIDTA TASK FORCE** and the **McALLEN INDEPENDENT SCHOOL DISTRICT POLICE DEPARTMENT** have heretofore entered into an agreement providing for the exchange of governmental services relating to the **HIDALGO COUNTY HIDTA TASK FORCE**; and

**WHEREAS**, the **HIDALGO COUNTY HIDTA TASK FORCE** has certain surplus equipment and the **McALLEN INDEPENDENT SCHOOL DISTRICT POLICE DEPARTMENT** has a need for such surplus equipment which can be utilized in providing the service of crime prevention and law enforcement in and for the **McALLEN INDEPENDENT SCHOOL DISTRICT POLICE DEPARTMENT** and in relationship to the **McALLEN INDEPENDENT SCHOOL DISTRICT POLICE DEPARTMENT** contribution to the **HIDALGO COUNTY HIDTA TASK FORCE**.

**NOW, THEREFORE**, in consideration of the foregoing and the following, the **HIDALGO COUNTY HIDTA TASK FORCE** and the **McALLEN INDEPENDENT SCHOOL DISTRICT POLICE DEPARTMENT** hereby agree as follows:

1. The **HIDALGO COUNTY HIDTA TASK FORCE** will permanently transfer to the **McALLEN INDEPENDENT SCHOOL DISTRICT POLICE DEPARTMENT** certain surplus equipment owned by the **HIDALGO COUNTY HIDTA TASK FORCE** which is designated as

• ONE (1) 2002 FORD F-150 SUPER CREW 4x4 PICKUP  
VIN#1FTRW08L32KA47681

Such surplus equipment is being permanently transferred in “as-is” condition and the **HIDALGO COUNTY HIDTA TASK FORCE** makes no warranty in any manner as to the fitness of the equipment for any purpose.

2. Such equipment is to be delivered to the **McALLEN INDEPENDENT SCHOOL DISTRICT POLICE DEPARTMENT** and shall be solely used for “law enforcement purposes” by the **McALLEN INDEPENDENT SCHOOL DISTRICT POLICE DEPARTMENT** as set forth under **THE STATE OF TEXAS CODE OF CRIMINAL PROCEDURE, CHAPTER 59.**
3. The **McALLEN INDEPENDENT SCHOOL DISTRICT POLICE DEPARTMENT** shall solely be responsible for all expenditures and requirements of said equipment as set forth under **THE STATE OF TEXAS CODE OF CRIMINAL PROCEDURE, CHAPETER 59.**

BY: \_\_\_\_\_  
JUAN D. SALINAS, COUNTY JUDGE

BY: \_\_\_\_\_  
DORA L. MUNOZ, COMMANDER

BY: \_\_\_\_\_  
CRIS ESQUIVEL, CHIEF

BY: \_\_\_\_\_  
YOLANDA CHAPA, SUPERINTENDENT

By: MAH  
Date: 9-25-08

**AI-11462**

**8.A.**

**Amendment - Pct. #1**

**CC REGULAR**

**Date:** 10/07/2008

**Submitted By:** Estella Webber, URBAN COUNTY

**Department:** URBAN COUNTY

**Agenda Area:** Urban County

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**Information**

**CAPTION**

1. Hold Public Hearing to consider public comments on a proposed budget & program amendment for Pct. #1 utilizing Urban County funds from Program Year 20 & 21 (2007 & 2008). The amendment will transfer additional funds to the City of Elsa to complete a water & sewer improvement and clearance & demolition project.
2. Consideration and Approval of an amendment to the Urban County Pct. #1 Years 20 & 21 (2007 & 2008) CDBG workplan to reallocate Hidalgo County Precinct #1 funds to the City of Elsa for completion of a water & sewer improvement and clearance & demolition project.

**BACKGROUND**

Hidalgo County Precinct No. 1 is requesting approval of the Program Amendment for Program Years 20 & 21 (2007 & 2008). Hidalgo County Precinct No.1 will reallocate funds for the completion of a water & sewer improvement and clearance & demolition project. A public hearing was held on October 7, 2008 at 9:30 a.m. and citizen participation requirements have been met. See attached detailed amendment.

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**Fiscal Impact**

**FISCAL YEAR:** 2008

**ACCT. #:**

**FUNDS AVAILABLE Y/N?:**

**MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Proposed budget and program amendments are utilizing Urban County funds.

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**Attachments**

Link: [water/sewer imp. amend.](#)

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**Form Routing/Status**

| Route Seq | Inbox                 | Approved By    | Date                | Status |
|-----------|-----------------------|----------------|---------------------|--------|
| 1         | Budget & Management   | Veronica Lopez | 09/30/2008 10:03 AM | APRV   |
| 2         | Veronica Lopez        | Veronica Lopez | 10/01/2008 08:51 AM | APRV   |
| 3         | Auditor's Office      | Becky Morales  | 10/02/2008 01:28 PM | APRV   |
| 4         | Purchasing Department | Marty Salazar  | 10/02/2008 02:05 PM | APRV   |
| 5         | Court Administrator   | Angela Garcia  | 10/02/2008 02:54 PM | APRV   |

Form Started By: Estella Webber

Started On: 09/30/2008 08:56 AM

Final Approval Date: 10/02/2008

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**PUBLIC HEARING NOTICE  
HIDALGO COUNTY PRECINCT NO 1  
URBAN COUNTY PROGRAM**

**Published On: October 3, 2008**

**PROGRAM AND BUDGET AMENDMENT**

In compliance with Community Development Block Grant (CDBG) requirements, the Hidalgo County **Precinct No. 1** will conduct a Public Hearing to solicit input from interested parties on the Precinct's proposed budget and program amendments to its Urban County Program, **Years 20 & 21 (2007 & 2008).**

The Public Hearing will be held on **Tuesday, October 7, 2008** at **9:30 A.M.** at the **Hidalgo County Commissioner's Court Room located at 100 E. Cano, First Floor, Edinburg, Texas 78539.**

| <b><u>Existing</u></b> | <b><u>Year 20 (2007) Activities</u></b> | <b><u>Proposed</u></b> |
|------------------------|-----------------------------------------|------------------------|
| \$393,598.07           | Street Improvements (-140,000.00)       | \$253,598.07           |
| \$482,700.00           | Water/Sewer Improvements (+100,000.00)  | \$582,700.00           |
| \$ 0.00                | Clearance & Demolition (+40,000.00)     | \$ 40,000.00           |
| <b>\$876,298.07</b>    | <b>Total</b>                            | <b>\$876,298.07</b>    |

The proposed amendment will **DECREASE** the Street Improvements line item and **INCREASE** the Water/Sewer Improvements line item for the purchase and installation of a waterline in the City of Elsa. It will Also **CREATE** a Clearance & Demolition line item for the demolition of dilapidated structures within the City of Elsa / Precinct No. 4 area.

| <b><u>Existing</u></b> | <b><u>Year 21 (2008) Activities</u></b>         | <b><u>Proposed</u></b> |
|------------------------|-------------------------------------------------|------------------------|
| \$ 30,000.00           | Youth Services -Delta Youth Center (-30,000.00) | \$ 0.00                |
| \$506,495.00           | Fire Station Equipment-Progreso (-452,449.00)   | \$ 54,046.00           |
| \$106,266.00           | Street Improvements (+30,000.00)                | \$136,266.00           |
| \$ 0.00                | Parks, Recreational Facility (+452,449.00)      | \$452,449.00           |
| <b>\$642,761.00</b>    | <b>Total</b>                                    | <b>\$642,761.00</b>    |

The proposed amendment will **DELETE** the Youth Service –Delta Youth Center line item due to closure of center, and **INCREASE** the Street Improvements line item for the additional funding for the Street Solar Lighting throughout Colonias in the Precinct No. 1 area. It will also **DECREASE** the Fire Station Equipment –Progreso line item and **CREATE** a Parks, Recreational Facility line item for the improvements to Sunrise/Sunset Park located within Precinct No. 1 area.

Acommodations for individuals with handicaps shall be provided upon request.

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

For more information, please come by our office at **1916 Tesoro Blvd., Pharr Texas 78577** or call **(956) 787-8127**.

Written comments may be forwarded to:

**Commissioner: Sylvia Handy  
Hidalgo County Precinct No. 1  
1902 Joe Stephens Avenue  
Weslaco, Texas 78596  
(956)-968-8733**

# COUNTY of HIDALGO



**SYLVIA S. HANDY**

County Commissioner, Pct. 1

1902 Joe Stephens Ave.

Weslaco, TX 78596

(956) 968-8733

August 26, 2008

Mrs. Lupita Garcia  
Urban County Program  
1916 Tesoro Blvd.  
Pharr, Texas 78577

Re: Budget and Program Amendment

Dear Mrs. Garcia:

Hidalgo County **Precinct #1** proposes a budget and program amendment as follows:

| <u>Existing</u>     | <u>Year 20 (2007) Activities</u>       | <u>Proposed</u>     |
|---------------------|----------------------------------------|---------------------|
| \$393,598.07        | Street Improvements (-140,000.00)      | \$253,598.07        |
| \$482,700.00        | Water/Sewer Improvements (+100,000.00) | \$582,700.00        |
| \$ 0.00             | Clearance & Demolition (+40,000.00)    | \$ 40,000.00        |
| <b>\$876,298.07</b> | <b>Total</b>                           | <b>\$876,298.07</b> |

The proposed amendment will **DECREASE** the Street Improvements line item and **INCREASE** the Water/Sewer Improvements line item for the purchase and installation of a waterline in the City of Elsa. It will Also **CREATE** a Clearance & Demolition line item for the demolition of dilapidated structures within the City of Elsa / Precinct No. 4 area.

| <u>Existing</u>     | <u>Year 21 (2008) Activities</u>                | <u>Proposed</u>     |
|---------------------|-------------------------------------------------|---------------------|
| \$ 30,000.00        | Youth Services -Delta Youth Center (-30,000.00) | \$ 0.00             |
| \$506,495.00        | Fire Station Equipment-Progreso (-452,449.00)   | \$ 54,046.00        |
| \$106,266.00        | Street Improvements (+30,000.00)                | \$136,266.00        |
| \$ 0.00             | Parks, Recreational Facility (+452,449.00)      | \$452,449.00        |
| <b>\$642,761.00</b> | <b>Total</b>                                    | <b>\$642,761.00</b> |

The proposed amendment will **DELETE** the Youth Service –Delta Youth Center line item due to closure of center, and **INCREASE** the Street Improvements line item for the additional funding for the Street Solar Lighting throughout Colonias in the Precinct No. 1 area. It will also **DECREASE** the Fire Station Equipment –Progreso line item and **CREATE** a Parks, Recreational Facility line item for the improvements to Sunrise/Sunset Park located within Precinct No. 1 area.

If you need additional information, please contact Juan J. Ybarra, Pct. 1 CDBG Coordinator at (956) 968-8733.

Sincerely,

Joseph Palacios  
Chief Administrator, Pct. 1



**AI-11563**

**9.A.**

**District Clerk - Passport Acceptance Agent  
CC REGULAR**

**Date:** 10/07/2008

**Submitted By:** Sergio Cruz, BUDGET & MANAGEMENT

**Department:** BUDGET & MANAGEMENT

---

**Information**

**CAPTION**

1. Report on District Clerk's proposed implementation as Passport Acceptance Agent for the U.S. Department of State.
2. Approval to set execution fee at \$25.00.
3. Approval to set passport photo fee at \$\_\_\_\_\_.

**BACKGROUND**

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**Fiscal Impact**

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**Attachments**

Link: DC Manual pgs 7 & 8

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**Form Routing/Status**

| Route Seq                       | Inbox                    | Approved By | Date                            | Status |
|---------------------------------|--------------------------|-------------|---------------------------------|--------|
| 1                               | Sergio Cruz (Originator) | Sergio Cruz | 10/03/2008 05:18 PM             | APRV   |
| 2                               | Budget & Management      |             | 10/03/2008 05:27 PM             | NEW    |
| Form Started By: Sergio Cruz    |                          |             | Started On: 10/03/2008 10:25 AM |        |
| Final Approval Date: 10/03/2008 |                          |             |                                 |        |

---



## **D. PASSPORTS**

The United States Department of State, Bureau of Consular Affairs, designates the clerk of a state court of record as passport acceptance agent. In Texas, this duty is given to district clerks. This duty is entirely optional with the individual clerk.

*Gov't Code  
Sec. 51.3031(a)*

If the district clerk does perform this duty, his or her role is to accept the applications, and forward them to the U.S. Passport Agency for actual issuance of a passport. The laws governing passports may be found in United States Code, Title 22, Chapter 4. Clerks accepting passport applications should be familiar with the general rules regarding passport issuance and eligibility.

*22 USCA  
Sec. 211a-218*

A district clerk may also perform all duties necessary to process an application for a United States passport, including taking passport photographs. To recover the costs of taking passport photographs, a district clerk may collect a reasonable fee in an amount set by the commissioners court. (This is in addition to the fees set out below.)

*Gov't Code  
Sec. 51.3031(b)  
and (c)*

Beginning in the summer of 2008, there will be two different types of passports. The first is a passport "book" that will basically be the same as traditional passports. The second is a passport "card" that will facilitate entry and expedite document processing at U.S. land and sea ports-of-entry when arriving from Canada, Mexico, the Caribbean and Bermuda. The card may not be used to travel by air. The card will otherwise carry the rights and privileges of the U.S. passport book.

A fee of \$75.00 per passport book for each applicant 16 years of age or older, and a fee of \$60.00 per passport book for each applicant 15 years of age or younger, is required and is sent to the Passport Agency along with the application. The fee for a passport card (beginning in the summer of 2008) is \$20 for those persons age 16 and above and \$10 for those persons younger than 16. An additional fee of \$60.00 per application, also sent to the Passport Agency, is charged for any requested expedited service.

The district clerks, as passport acceptance agents, are authorized to charge an execution fee of \$25.00 for their services for each application for a passport book or a passport card.. Passport processing fees (that is, the execution fee and any fee charged for photographs) collected shall be paid to the county treasurer, or to an official who discharges the duties of the county treasurer, for deposit into the general fund of the county.

Applicants with U.S. Government or military authorization for a no-fee passport may not be not charged any fees except the execution fee.

Special conditions apply to passport applications for children under age 14. Both parents or the legal guardian(s), and the minor child, must appear in person. The parents or guardian(s) must provide proof of the child's U.S. citizenship, evidence of the child's relationship to the parents or guardian(s) and parental identification.

If only one parent appears, he or she must also submit one of the following: second parent's written statement consenting to passport issuance for the child; evidence of sole authority to apply; or written statement, made under penalty of perjury, explaining the second parent's unavailability.

Passports are to be sent for processing to:

Houston Passport Agency  
Mickey Leland Federal Building  
1919 Smith Street  
4<sup>th</sup> Floor  
Houston, Texas 77002-8049

Further information regarding the issuance of passports may be obtained from the State Department's web site: [www.travel.state.gov/passport/passport\\_1738.html](http://www.travel.state.gov/passport/passport_1738.html). The National Passport Information Center has a toll-free number: 877/487-2778 for questions regarding passports.

## **E. NAME CHANGE**

Name changes incident to divorce are covered in Chapter X, Family Law. The procedures covered here apply to name changes for other reasons. Clerks cannot, of course, give legal advice to people seeking a name change. They should, however, be familiar with the procedures to accurately file and process the petitions.

### **1. Children**

A petition requesting a name change is filed in the county in which the child resides. It can be filed by a parent, managing conservator or guardian. The petition must be verified and include the following:

*Family Code  
Sec. 45.001  
Sec. 45.002(a)*

- the present name and residence of the child;
- the reason a change of name is requested;
- the full name requested for the child;
- whether the child is subject to the continuing exclusive jurisdiction of a court under Chapter 155, Family Code; and
- whether the child is subject to the registration requirements of Chapter 62, Code of Criminal Procedure.

In addition, if the child is 10 years old or older, his or her written consent to the name change must be attached to the petition.

*Sec. 45.002(b)*

Citation is issued and served on a parent whose parental rights have not been terminated, on any managing conservator, and on any guardian of the child.

*Sec. 45.003*

**AI-11525****10.A.****Copy Graphics Claim  
CC REGULAR****Date:** 10/07/2008**Submitted By:** Angela Garcia, BUDGET & MANAGEMENT**Submitted For:** MARY VILLEGAS**Department:** BUDGET & MANAGEMENT

---

**Information****CAPTION**

Presentation for discussion, consideration, acceptance and approval of claims/invoice with authority for Hidalgo County Treasurer to issue payment for the following invoice after it has been reviewed, audited and processing procedures are completed by the Hidalgo County Auditor.

| Vendor        | Invoice Date | Amount  |
|---------------|--------------|---------|
| Copy Graphics | 11/02/07     | \$95.00 |

**BACKGROUND**

Acct. # 8-1100-412-00-069-001-0-432

Available balance 10/02/08 - \$1,405.00

P.O. # 595507

---

**Fiscal Impact****FISCAL YEAR:** 2008**ACCT. #:** 8-1100-412-00-069-001-0-432**FUNDS AVAILABLE Y/N?:** Y**MATCHING FUNDS Y/N?:****BUDGETARY IMPACT:**

Available account balance as of 10/02/08 - \$1,405.00

Available P.O. # 595507 balance as of 10/02/08 - \$95.00

---

**Attachments**Link: [invoice](#)

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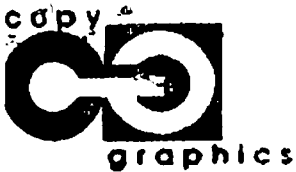
**Form Routing/Status**

| Route Seq Inbox       | Approved By    | Date                | Status |
|-----------------------|----------------|---------------------|--------|
| 1 Budget & Management | Veronica Lopez | 10/02/2008 09:29 AM | APRV   |
| 2 Rosalinda Cantu     | Rosie Cantu    | 10/03/2008 08:59 AM | APRV   |
| 3 Auditor's Office    |                | 10/03/2008 05:27 PM | NEW    |

Form Started By: Angela Garcia  
Started On: 10/02/2008 08:32 AM

Final Approval Date: 10/03/2008

---



221 North 10th Street McAllen, TX 78501  
P: 956-631-0205 F: 956-630-2628

# Service Invoice

with Details

Invoice Number: 23891  
Date: 11/02/2007  
Account Number: 326  
PO Number:  
Invoice Total: \$95.00

Bill To:

Jackson Speedy Judge  
ACCOUNTS PAYABLE  
PO Box 2127  
Elsa, TX 78543  
USA

| Work Order Date | Work Order No. | Payment Terms | Invoice Date |
|-----------------|----------------|---------------|--------------|
| 11/01/2007      | W10865         | NET 30        | 12/02/2007   |

| Call Number                                                                                                                                                                                                                                                                                                                                                                                             | Equipment Number | Serial Number | Make/Model                      | Labor Charges | Travel Charges | Material Charges | Other Charges | Total    |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|---------------|---------------------------------|---------------|----------------|------------------|---------------|----------|
| SC11363                                                                                                                                                                                                                                                                                                                                                                                                 | 633              | UZZ28413      | IC-D320 - Canon IC-D320 COP.; R | \$ 95.00      | \$ 0.00        | \$ 0.00          | \$ 0.00       | \$ 95.00 |
| Service Date: 11/01/2007 Contract Number: PO #: 595507 Description: Model: Imagedclass D320 SN: Problem: Takes a long time to make a copy and makes noise. Advised cust to chg toner but claims that it was chg'd recently & not the problem. Cust will provide PO#. Estimate for repair. \$95+ parts. Remarks: 11363/ADJUSTED SETTING ON MACHINE; PAPER TYPE WAS SET ON WRONG LOCATION; CLND. AND CPO. |                  |               |                                 |               |                |                  |               |          |
| Location: Jackson Speedy Judge 708 East Elinburg Ave Suite B Elsa, TX 78543 USA Caller: Mary Villegas -- 956-262 Contact: Mary Villegas Phone: 956-262-3300 Fax: 956-262-4413                                                                                                                                                                                                                           |                  |               |                                 |               |                |                  |               |          |

| Labor Charges |              |            |          |                |               |                 |                |               |                 | \$95.00      |
|---------------|--------------|------------|----------|----------------|---------------|-----------------|----------------|---------------|-----------------|--------------|
| Technician    | Service Date | Start Time | End Time | Standard Hours | Standard Rate | Standard Charge | Overtime Hours | Overtime Rate | Overtime Charge | Labor Charge |
| Juan Escalon  | 11/01/2007   | 2:45 pm    | 3:30 pm  | 1.00           | \$ 95.00      | \$ 95.00        | 0.00           | \$ 142.50     | \$ 0.00         | 95.00        |

|         |          |         |         |         |          |
|---------|----------|---------|---------|---------|----------|
| Totals. | \$ 95.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 | \$ 95.00 |
|---------|----------|---------|---------|---------|----------|

Invoice Subtotal: \$95.00  
Tax: \$0.00  
Invoice Total: \$95.00  
Balance Due: \$95.00

Original Invoice  
Pay from this invoice

PAID BY: EVERETT  
11/12/07  
11/12/07  
7-1160-412-00-069-001-0-432

*[Handwritten Signature]*

**AI-11526**  
**G-Neil Claim**  
**CC REGULAR**

**11.A.**

**Date:** 10/07/2008  
**Submitted By:** Angela Garcia, BUDGET & MANAGEMENT  
**Submitted For:** Eustolia Hernandez  
**Department:** BUDGET & MANAGEMENT

---

**Information**

**CAPTION**

Presentation for discussion, consideration, acceptance and approval of claims/invoice with authority for Hidalgo County Treasurer to issue payment for the following invoice after it has been reviewed, audited and processing procedures are completed by the Hidalgo County Auditor.

| Vendor | Invoice Date | Amount |
|--------|--------------|--------|
| G-Neil | 07/16/08     | 54.99  |

**BACKGROUND**

The invoice amount is \$59.53, but \$4.54 is sales tax that was included on invoice. Attached please find a credit memo that has been issued in the amount of \$4.54.  
Invoice No. 0246543  
Credit Memo No. 0351867

---

**Fiscal Impact**

**FISCAL YEAR:** 2008

**ACCT. #:** 8-1100-412-00-061-001-0-601

**FUNDS AVAILABLE Y/N?:**

**MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Available balance as of 10/02/08 - \$2,037.87

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**Attachments**

Link: [Invoices/credit memo](#)

---

**Form Routing/Status**

| Route Seq | Inbox               | Approved By    | Date                | Status |
|-----------|---------------------|----------------|---------------------|--------|
| 1         | Budget & Management | Veronica Lopez | 10/02/2008 09:29 AM | APRV   |
| 2         | Rosalinda Cantu     | Rosie Cantu    | 10/03/2008 09:27 AM | APRV   |
| 3         | Auditor's Office    |                | 10/03/2008 05:27 PM | PEND   |

Form Started By: Angela Garcia  
Started On: 10/02/2008 08:37 AM  
Final Approval Date: 10/03/2008

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**g·Neil®**

P.O. Box 451179 Sunrise, FL 33345-1179

Tools To Manage And Motivate People®

Shop Online at [www.gneil.com](http://www.gneil.com)**Invoice**

Sold To # 1811209

Bill To # 1702654

Invoice #, Bill To &amp; Account Name Must Appear On All Correspondence

|              |         |                    |         |
|--------------|---------|--------------------|---------|
| Invoice Date | 7/16/08 | Invoice Number     | 0246543 |
| Ship Date    | 7/16/08 | Total This Invoice | \$59.53 |

Bill To: Accounts Payable  
 COUNTY OF HIDALAGO  
 1902 JOE STEPHENS AVE STE 301  
 WESLACO, TX 78596-3704

Ship To:  
 COUNTY OF HIDALAGO  
 1902 JOE STEPHENS AVE STE 301  
 WESLACO, TX 78596-3704

Shipping Method: F.O.B. Origin

|                       |                          |                                                    |                                         |         |
|-----------------------|--------------------------|----------------------------------------------------|-----------------------------------------|---------|
| Entry Date<br>7/01/08 | Order Number<br>10653240 | Customer's Purchase Order Number                   | Customer's Phone Number<br>956-447-3995 |         |
| UPS GROUND Ship Via   |                          | Order Place<br>BLANCA SANCHEZ                      | Placer's Phone Number                   |         |
| Qty. Shipped          | Item / SKU               | Description                                        | Unit Price                              | Amount  |
| 1                     | U1200F<br>TX TX6Z RENU   | POSTER GUARD PROTECTION 12 MONTHS<br>TEXAS RENEWAL | \$54.99                                 | \$54.99 |

**Note:** All payments and credits will be applied to the oldest invoices and fees on your account first.  
 Please allow 7-10 days for arrival of your order.  
 Liability of seller limited to price of goods covered by this invoice.  
 Please allow 10 to 15 business days for payment to be applied to your account.

**G.Neil**  
 P.O. Box 451179  
 Sunrise, FL 33345-1179  
 800-888-4040  
 Federal I.D. #02-0689294

TERMS: Net 7 days from receipt of order. A 1.5% monthly late fee is charged on all past due balances.

©2005 G.Neil

|                        |                |
|------------------------|----------------|
| Merchandise Total      | \$54.99        |
| Additional Charges     | \$ .00         |
| Sales Tax              | \$4.54         |
| Delivery Charges       | \$ .00         |
| <b>Invoice Total</b>   | <b>\$59.53</b> |
| Payment/Credit Applied | \$ .00         |
| <b>Balance Due</b>     | <b>\$59.53</b> |

**Remittance Copy**

Sold To # 1811209

Bill To # 1702654

COUNTY OF HIDALAGO  
 1902 JOE STEPHENS AVE STE 301  
 WESLACO, TX 78596-3704

**IMPORTANT: For Proper Credit Return This Portion With Your Payment**

Please write in the amount enclosed &gt;&gt;&gt;&gt;

|                |         |             |         |
|----------------|---------|-------------|---------|
| Invoice Number | 0246543 | Balance Due | \$59.53 |
| Invoice Date   | 7/16/08 |             |         |

Make Check Payable in US funds to:

**G.Neil, P.O. Box 451179, Sunrise, FL 33345-1179**

(Please include your Bill To # on all checks.)

We can now receive your check by phone. Please call 800-925-0083 for further information.

For your convenience, we accept the following Credit Cards:

MasterCard, Visa, American Express &amp; Discover

Card # Expiration Date Authorized Signature 

1-800-888-4040



## CREDIT MEMO

P.O. Box 451179 Sunrise, FL. 33345-1179 \* [www.gneil.com](http://www.gneil.com)

|         |         |
|---------|---------|
| Sold To | 1811209 |
| Bill To | 1702654 |

|                    |         |
|--------------------|---------|
| Credit Memo Date   | 9/15/08 |
| Credit Memo Number | 0351867 |

COUNTY OF HIDALAGO  
1902 JOE STEPHENS AVE STE 301  
WESLACO, TX 78596-3704

15

1

| Entry Date  | Order Number | Customer P.O. # | Order Placer   | Customer Phone No. |
|-------------|--------------|-----------------|----------------|--------------------|
| 9/15/08     | 10653240     |                 | BLANCA SANCHEZ | 956-447-3995       |
| Qty Shipped | Item/SKU     | Description     | Unit Price     | Amount             |
|             |              |                 |                |                    |

**g·Neil**

**720 International Parkway  
P.O. Box 451179  
Sunrise, FL 33345-1179**

**800-888-4040**

**To request a fax copy of any of your invoices,  
email us at [invoicerequest@gneil.com](mailto:invoicerequest@gneil.com)**

**NOTE:** Changes to the above order resulted in this credit memo.  
If you have any questions, please call Customer Solutions at  
800-888-4040.

|                                            |                   |
|--------------------------------------------|-------------------|
| <b>Merchandise<br/>Credit Total</b>        | <b>\$ .00</b>     |
| <b>Additional Charges<br/>Credit Total</b> | <b>\$4 .54 CR</b> |
| <b>Sales Tax<br/>Credit Total</b>          | <b>\$ .00</b>     |
| <b>Delivery Charges</b>                    | <b>\$ .00</b>     |
| <b>Total Credit</b>                        | <b>\$4 .54 CR</b> |
| <b>Credit Applied</b>                      | <b>\$4 .54</b>    |
| <b>Available<br/>Credit</b>                | <b>\$ .00</b>     |

## Credit Memo





**AI-11550**

**12.A.**

**Domestics Relations Office  
CC REGULAR**

**Date:** 10/07/2008  
**Submitted By:** Monica Badillo, BUDGET & MANAGEMENT  
**Submitted For:** County Judge's Office  
**Department:** BUDGET & MANAGEMENT  
**Agenda Area:** County Judge's Office

---

**Information**

**CAPTION**

1. Approval to create a Domestic Relations Office pursuant to Family Code Section 203.003 (a)(1) to be administered by Commissioners' Court and approval of a domestic relations office operations fee to be added to every family law filing, but not to exceed \$ 15.00 pursuant to Texas Family Code 203.005 (a)(1) ; or in the alternative,
2. Approval to allow the Juvenile Board to serve as the administering entity.

**BACKGROUND**

per Steve Crain

---

**Fiscal Impact**

**FISCAL YEAR:**

**ACCT. #:**

**FUNDS AVAILABLE Y/N?:**

**MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Expenses will be paid from the Domestic Relations Operation Fee.

---

**Attachments**

Link: [family code](#)

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**Form Routing/Status**

| Route Seq                       | Inbox               | Approved By    | Date                            | Status |
|---------------------------------|---------------------|----------------|---------------------------------|--------|
| 1                               | Budget & Management | Veronica Lopez | 10/02/2008 02:24 PM             | APRV   |
| 2                               | Erika Reyna         | Erika Reyna    | 10/02/2008 04:19 PM             | APRV   |
| 3                               | Auditor's Office    |                | 10/03/2008 05:27 PM             | NEW    |
| Form Started By: Monica Badillo |                     |                | Started On: 10/02/2008 02:13 PM |        |
| Final Approval Date: 10/03/2008 |                     |                |                                 |        |

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## **FAMILY CODE**

### **CHAPTER 203 – DOMESTIC RELATIONS OFFICES**

**§ 203.003. ADMINISTRATION.** (a) A domestic relations office shall be administered:

(1) as provided by the commissioners court; or  
(2) if the commissioners court does not otherwise provide for the administration of the office, by the juvenile board that serves the county in which the domestic relations office is located.

(b) The administering entity shall appoint and assign the duties of a director who shall be responsible for the day-to-day administration of the office. A director serves at the pleasure of the administering entity.

(c) The administering entity shall determine the amount of money needed to operate the office.

(d) A commissioners court that establishes a domestic relations office under this chapter may execute a bond for the office. A bond under this subsection must be:

(1) executed with a solvent surety company authorized to do business in the state; and

(2) conditioned on the faithful performance of the duties of the office.

(e) The administering entity shall establish procedures for the acceptance and use of a grant or donation to the office.

Added by Acts 1995, 74th Leg., ch. 20, § 1, eff. April 20, 1995.  
Renumbered from Family Code § 203.004 and amended by Acts 1995, 74th Leg., ch. 475, § 1, eff. Sept. 1, 1995.

**§ 203.005. FEES AND CHARGES.** (a) The administering entity may authorize a domestic relations office to assess and collect:

(1) an initial operations fee not to exceed \$15 to be paid to the domestic relations office on the filing of a suit;

Added by Acts 1995, 74th Leg., ch. 20, § 1, eff. April 20, 1995.  
Renumbered from Family Code § 203.009 and amended by Acts 1995, 74th Leg., ch. 475, § 1, eff. Sept. 1, 1995. Amended by Acts 1999, 76th Leg., ch. 556, § 48, eff. Sept. 1, 1999; Acts 2001, 77th Leg., ch. 1023, § 51, eff. Sept. 1, 2001; Acts 2003, 78th Leg., ch. 707, § 1, eff. Sept. 1, 2003; Acts 2003, 78th Leg., ch. 1076, § 1, eff. Sept. 1, 2003.

Amended by:

Acts 2005, 79th Leg., Ch. [199](#), § 6, eff. September 1, 2005.  
Acts 2007, 80th Leg., R.S., Ch. [832](#), § 8, eff. September 1, 2007.

**AI-11552**

**12.B.**

**Photo Contest Winners  
CC REGULAR**

**Date:** 10/07/2008  
**Submitted By:** Angela Garcia, BUDGET & MANAGEMENT  
**Submitted For:** Cari Lambrecht  
**Department:** BUDGET & MANAGEMENT  
**Agenda Area:** County Judge's Office

---

**Information**

**CAPTION**

Presentation of winning images for 2008 Hidalgo County Photography Contest: "Hidalgo County: Past, Present and Future." Recognition of winners.

**BACKGROUND**

---

**Fiscal Impact**

|                                                      |                                    |
|------------------------------------------------------|------------------------------------|
| <b><u>FISCAL YEAR:</u></b>                           | <b><u>ACCT. #:</u></b>             |
| <b><u>FUNDS AVAILABLE Y/N?:</u></b>                  | <b><u>MATCHING FUNDS Y/N?:</u></b> |
| <b><u>BUDGETARY IMPACT:</u></b><br>No fiscal impact. |                                    |

---

**Attachments**

*No file(s) attached.*

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**Form Routing/Status**

| <b>Route Seq</b>                | <b>Inbox</b>        | <b>Approved By</b> | <b>Date</b>                     | <b>Status</b> |
|---------------------------------|---------------------|--------------------|---------------------------------|---------------|
| 1                               | Budget & Management | Veronica Lopez     | 10/02/2008 03:03 PM             | APRV          |
| 2                               | Erika Reyna         | Erika Reyna        | 10/02/2008 04:20 PM             | APRV          |
| 3                               | Auditor's Office    |                    | 10/03/2008 05:27 PM             | NEW           |
| Form Started By: Angela Garcia  |                     |                    | Started On: 10/02/2008 02:57 PM |               |
| Final Approval Date: 10/03/2008 |                     |                    |                                 |               |

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**AI-11520**

**13.A.**

**Planning Dept.**

**CC REGULAR**

**Date:** 10/07/2008

**Submitted By:** Irma Castillo, PLANNING DEPT.

**Submitted For:** Raul Sesin

**Department:** PLANNING DEPT.

**Agenda Area:** Planning Department

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**Information**

**CAPTION**

Information and discussion regarding County Inspection Program as required by the Texas Residential Construction Commission

**BACKGROUND**

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**Fiscal Impact**

**FISCAL YEAR:**

**ACCT. #:**

**FUNDS AVAILABLE Y/N?:**

**MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

No fiscal impact at this time.

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**Attachments**

Link: county inspection  
program

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**Form Routing/Status**

| Route Seq                       | Inbox               | Approved By    | Date                            | Status |
|---------------------------------|---------------------|----------------|---------------------------------|--------|
| 1                               | Budget & Management | Veronica Lopez | 10/02/2008 07:44 AM             | APRV   |
| 2                               | Dale Kennan         | Dale Kennan    | 10/02/2008 09:32 AM             | APRV   |
| 3                               | Auditor's Office    |                | 10/03/2008 05:27 PM             | NEW    |
| Form Started By: Irma Castillo  |                     |                | Started On: 10/01/2008 05:15 PM |        |
| Final Approval Date: 10/03/2008 |                     |                |                                 |        |

---



**Texas Residential  
Construction Commission**  
*Quality Construction for Texans*

**Local Government Advisory**

**RECEIVED**

JUL 28 2008

JUDGE

DATE: July 17, 2008

## **COUNTY INSPECTION PROGRAM BEGINS SOON**

*No Mandate of Any Kind to County Officials*

(AUSTIN) — Texas Residential Construction Commission Executive Director Duane Waddill advises local government officials that no new mandates fall upon them for the new home inspection program the Texas Residential Construction Commission will operate starting September 1, 2008.

Waddill assures all county officials that these inspections are the responsibility of the builder or remodeler attached to the project and there is no local mandate or responsibility for any county or city government related to this program.

All homes built or remodeled in unincorporated areas or in cities that do not offer municipal inspections must be inspected at least three times before the homebuyer moves in or as soon as the remodeling project is complete.

The mandatory reviews include a foundation inspection, a framing and mechanical systems assessment and a final sign-off after the entire job is done.

The fee inspector hired by the builder or remodeler may be a licensed engineer, a registered architect, a professional Texas Real Estate Commission inspector or a third-party inspector certified by the Texas Residential Construction Commission.

If you have further questions, please contact the commission's building programs manager, Dora Alicia Rivera, at (877) 651-8722 (TRCC).

--##--

**AI-11562**

**14.A.**

**Claims**

**CC REGULAR**

**Date:** 10/07/2008

**Submitted By:** Angela Garcia, BUDGET & MANAGEMENT

**Department:** BUDGET & MANAGEMENT

**Agenda Area:** Elections Administration

---

**Information**

**CAPTION**

Presentation for discussion, consideration, acceptance and approval of claims/invoices with authority for Hidalgo County Treasurer to issue payment for the following invoice after it has been reviewed, audited and processing procedures are completed by Hidalgo County Auditor.

| Vendor          | Invoice Date | Amount     |
|-----------------|--------------|------------|
| Copy Zone       | 04/12/08     | \$1,711.94 |
| Superior Alarms | 12/18/07     | \$70.00    |

**BACKGROUND**

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**Fiscal Impact**

**FISCAL YEAR:** 2008

**ACCT. #:** 8-1100-414-00-130-001-0-XXX

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

**MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Copy Zone:

8-1100-414-00-130-001-0-550

Available balance as of 10-03-08 \$4,007.06

Superior Alarms:

8-1100-414-00-130-001-0-431

Available balance as of 10/03/08 \$870.00

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**Attachments**

Link: [Copy Zone Invoice](#)

Link: [Superior Invoice](#)

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**Form Routing/Status**

| Route Seq | Inbox               | Approved By    | Date                | Status |
|-----------|---------------------|----------------|---------------------|--------|
| 1         | Budget & Management | Veronica Lopez | 10/03/2008 10:09 AM | APRV   |
| 2         | Veronica Lopez      | Veronica Lopez | 10/03/2008 10:32 AM | APRV   |
| 3         | Auditor's Office    |                | 10/03/2008 05:27 PM | NEW    |

Form Started By: Angela Garcia  
Started On: 10/03/2008 09:53 AM

Final Approval Date: 10/03/2008



DUPLICATE INVOICE

CopyZone  
4131 North 10th St.  
McAllen, TX 78504 (956) 668-9600

Invoice ID #313558  
Sales Order ID #335321  
04/12/2008

Bill to: HIDALGO COUNTY, Elections Dept  
Accounts Payable  
Elections Department  
101 S. 10th Street  
Edinburg TX 78539

Ship to: HIDALGO COUNTY, Elections Dept  
Mike Ramirez Kanto  
Elections Department  
101 S. 10th Street  
Edinburg TX 78539 207.0454 (c)

Phone: 318.2570

Phone: 318.2570

Cust. ID : 005857  
Terms : P.O.; Net30  
Salesperson: tonyc  
Cust P O : mariano

| Quantity | Item No       | Description                                                                               | L | Unit Price | Amount |
|----------|---------------|-------------------------------------------------------------------------------------------|---|------------|--------|
| <hr/>    |               |                                                                                           |   |            |        |
|          |               | Precinct Poll Books<br>(Run-off election)                                                 |   |            |        |
|          |               | qty: 1 set combined (71 loc)<br>page quantity noted<br>below                              |   |            |        |
|          |               | set: noted page(s) 1/0                                                                    |   |            |        |
|          |               | siz: 8.5x11.0 out of<br>standard                                                          |   |            |        |
|          |               | stk: txt: 20lb bond, uc<br>white                                                          |   |            |        |
|          |               | typ: dhsc                                                                                 |   |            |        |
|          |               | ink: 1/0                                                                                  |   |            |        |
|          |               | art: digital by customer note                                                             |   |            |        |
|          |               | fin: collate; punch 43 hole<br>add covers f&b<br>insert alpha tabs<br>spiral bind<br>pack |   |            |        |
| 20159    | Copy,FS11-14W | Poll sheets, run-off election                                                             |   | 0.0395     | 796.28 |
| 20159    | ljspiral      | Punch, spiral, 43 hole                                                                    |   | 0.008      | 161.27 |
| 113      | Bind, Spiral  | Binding, spiral                                                                           |   | 1.50       | 169.50 |
| 71       | TAB.A-Z       | Tab, Alpha "A-Z", set of 26ch                                                             |   | 4.52       | 320.92 |
| 113      | INSERT        | Insert tabs into poll book                                                                |   | 0.95       | 107.35 |
| 113      | Card Stock    | Cover, front, print 1/0                                                                   |   | 0.18       | 20.34  |
| 113      | ljcover       | Cover, back, blank                                                                        |   | 0.07       | 7.91   |
| <br>     |               |                                                                                           |   |            |        |
|          |               | Print and insert certificate<br>of voter registration                                     |   |            |        |
| 71       | Copy,FS11-14W | Certificate of Voter Registrar                                                            |   | 0.0395     | 2.80   |



Bill to: HIDALGO COUNTY, Elections Dept

Ship to: HIDALGO COUNTY, Elections Dept

Cust. ID : 005857

| Quantity | Item No  | Description                                                                                            | L | Unit Price | Amount |
|----------|----------|--------------------------------------------------------------------------------------------------------|---|------------|--------|
| 71       | ljspiral | Punch, spiral, 43 hole                                                                                 |   | 0.008      | 0.57   |
| 1        | PREPRESS | Pre-press for production<br>- move images down on sheet<br>- create front covers for<br>each poll book |   | 125.00     | 125.00 |

Amount Tendered: \$1711.94 Charged On Acct

Thank You For Your Business! Information contained herein is confidential and is intended only for the use of the individual or entity named above. If you are not the intended recipient, you are notified that any disclosure, copying, distribution, or taking of any action in reliance on the contents of this information is strictly prohibited.

|          |         |
|----------|---------|
| Subtotal | 1711.94 |
| Tax      | 0.00    |
| TOTAL    | 1711.94 |



600 Ash Ave P.O. Drawer 3097 McAllen, Texas 78501 Tel. (956) 682-6005 Fax (956) 213-1179  
State License B4881 • Fire License ACR-86318-816

## Superior Alarms

www.superioralarms.com

HIDALGO COUNTY ELECTIONS OFF  
2802 S BUSINESS 281  
EDINBURG , TX 78539



Date : 12/18/07  
Invoice # : 555416  
PO Number :  
AR Number : 553478

Terms: DUE UPON RECEIPT  
Installation Address:

101

PHONE: (956) 318-2511  
S 10TH STREET

| QTY | DESCRIPTION                                                                                                                                                                                                                                                                | EACH    | PRICE   |
|-----|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------|---------|
|     | CHECKED CAMERA SYSTEM, FOUND TRANSFORMERS FOR CAMERAS TO BE DISCONNECTED. RECONNECTED TRANSFORMERS AND POWERED UP. TESTED SYSTEM AND SYSTEM IS OPERATING PROPERLY.<br>11-29-07<br>HIDALGO COUNTY ELECTIONS OFF<br>101 S 10TH STREET<br>EDINBURG TX<br>Ticket Number: 52295 |         |         |
| 1   | TECHNICAL SERVICE                                                                                                                                                                                                                                                          | \$65.00 | \$65.00 |
| 1   | FUEL SURCHARGE                                                                                                                                                                                                                                                             | \$5.00  | \$5.00  |
| 0   | PO#582106                                                                                                                                                                                                                                                                  | \$0.00  | \$0.00  |

PLEASE PAY ON TIME TO AVOID FINANCE CHARGES.

Make checks payable to:  
Superior Alarms  
P.O. Box 3097  
McAllen, Texas 78502  
553478 S 55416

Sub total: \$70.00  
Sales tax: \$0.00  
Less payments and credits: \$0.00  
Total: \$70.00

Security Systems • Fire Alarms • Surveillance Systems • Local UL Listed Monitoring • Access Control • Telephone Systems

553478

**AI-11411**

**15.A.**

**National 4-H Week Proclamation  
CC REGULAR**

**Date:** 10/07/2008  
**Submitted By:** Patti Loya, TEXAS COOP. EXTENSION  
**Submitted For:** Doug Denny, CEA-4H  
**Department:** TEXAS COOP. EXTENSION  
**Agenda Area:** Texas Cooperative Extension

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**Information**

**CAPTION**

Approval of Proclamation declaring the week of October 5-11, 2008 National 4-H Week.

**BACKGROUND**

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**Fiscal Impact**

|                                                      |                                    |
|------------------------------------------------------|------------------------------------|
| <b><u>FISCAL YEAR:</u></b>                           | <b><u>ACCT. #:</u></b>             |
| <b><u>FUNDS AVAILABLE Y/N?:</u></b>                  | <b><u>MATCHING FUNDS Y/N?:</u></b> |
| <b><u>BUDGETARY IMPACT:</u></b><br>No fiscal impact. |                                    |

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**Attachments**

Link: [Proclamation](#)

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**Form Routing/Status**

| <b>Route Seq</b>                | <b>Inbox</b>          | <b>Approved By</b> | <b>Date</b>                     | <b>Status</b> |
|---------------------------------|-----------------------|--------------------|---------------------------------|---------------|
| 1                               | Budget & Management   | Dina Trevino       | 09/25/2008 03:05 PM             | APRV          |
| 2                               | Erika Reyna           | Erika Reyna        | 09/25/2008 04:46 PM             | APRV          |
| 3                               | Auditor's Office      | Becky Morales      | 10/02/2008 01:12 PM             | APRV          |
| 4                               | Purchasing Department | Marty Salazar      | 10/02/2008 02:03 PM             | APRV          |
| 5                               | Court Administrator   | Angela Garcia      | 10/02/2008 02:54 PM             | APRV          |
| Form Started By: Patti Loya     |                       |                    | Started On: 09/25/2008 11:23 AM |               |
| Final Approval Date: 10/02/2008 |                       |                    |                                 |               |

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# **Texas 4-H Centennial Proclamation**

**WHEREAS, the youth and volunteers of any community are its greatest natural resource; and,**

**WHEREAS, 4-H is one of the largest youth organizations in Texas, with nearly one in every 10 Texas youth involved in 4-H; and,**

**WHEREAS, 4-H in Texas claims 658,810 youth members and 42,764 adult and youth volunteers, while Hidalgo County's 4-H program numbers over 520 members and over 400 adult volunteers;**

**WHEREAS, 4-H as part of Texas AgriLife Extension Service is a program where youth learn together in all kinds of projects, events, and activities; and,**

**WHEREAS, 4-H has been helping youth and adults learn, grow, and work together for a hundred years;**

**NOW, THEREFORE, I, J.D. Salinas County Judge of the Hidalgo County, Board of Commissioners, do hereby proclaim October 5-11, 2008**

**HIDALGO COUNTY 4-H WEEK**

**and urge the people of this community to take advantage of the opportunity to become more aware of this special program which gives youth the chance to learn together and on their own as part of Hidalgo County 4-H, and to join us in recognizing the unique partnership between our county and our University System.**

---

**J.D. Salinas  
Hidalgo County Judge**

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**Date**

**AI-11454**

**16.A.**

**Community Representatives  
CC REGULAR**

**Date:** 10/07/2008  
**Submitted By:** Linda Galaviz, HEAD START  
**Submitted For:** Edmundo Garcia  
**Department:** HEAD START  
**Agenda Area:** Head Start

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**Information**

**CAPTION**

Discussion/Approval of Appointment of One (1) Community Representative by each member of the Commissioners' Court, to serve on the Hidalgo County Head Start Program Policy Council, for a one (1) year term according to 45 CFR Chapter XIII, 1304.50(b)(1)-(b)(7) beginning October 2008.

**BACKGROUND**

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**Fiscal Impact**

|                                     |                                    |
|-------------------------------------|------------------------------------|
| <b><u>FISCAL YEAR:</u></b>          | <b><u>ACCT. #:</u></b>             |
| <b><u>FUNDS AVAILABLE Y/N?:</u></b> | <b><u>MATCHING FUNDS Y/N?:</u></b> |
| <b><u>BUDGETARY IMPACT:</u></b>     |                                    |
| No fiscal impact.                   |                                    |

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**Attachments**

Link: Community Reps 2009

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**Form Routing/Status**

| <b>Route Seq</b> | <b>Inbox</b>          | <b>Approved By</b> | <b>Date</b>         | <b>Status</b> |
|------------------|-----------------------|--------------------|---------------------|---------------|
| 1                | Budget & Management   | Veronica Lopez     | 09/29/2008 01:24 PM | APRV          |
| 2                | Erika Reyna           | Erika Reyna        | 10/01/2008 09:15 AM | APRV          |
| 3                | Auditor's Office      | Becky Morales      | 10/02/2008 01:19 PM | APRV          |
| 4                | Purchasing Department | Marty Salazar      | 10/02/2008 02:04 PM | APRV          |
| 5                | Court Administrator   | Angela Garcia      | 10/02/2008 02:54 PM | APRV          |

Form Started By: Linda Galaviz  
Started On: 09/29/2008 09:41 AM

Final Approval Date: 10/02/2008

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## Performance Standard

### 1304.50(b)(1) — (b)(7)

(b) Policy group composition and formation.

(1) Each grantee and delegate agency governing body operating an Early Head Start or Head Start program must (except where such authority is ceded to the Policy Council or Policy Committee) propose, within the framework of these regulations, the total size of their respective policy groups (based on the number of centers, classrooms, or other program option units, and the number of children served by their Early Head Start or Head Start program), the procedures for the election of parent members, and the procedure for the selection of community representatives. These proposals must be approved by the Policy Council or Policy Committee.

(2) Policy Councils and Policy Committees must be comprised of two types of representatives: parents of currently enrolled children and community representatives. At least 51 percent of the members of these policy groups must be the parents of currently enrolled children (see 45 CFR 1306.3(h) for a definition of a Head Start parent).

(continued, next page...)

## Program Governance

**Rationale:** Established procedures for electing parent members and selecting community representatives ensure consistency and fairness in the selection of policy group members. It is essential that families receiving services play an active role in making decisions about such services, and that the Head Start program reflects the community as a whole. *This rationale serves 45 CFR 1304.50(b)(1)-(7).*

**Guidance:** The following are suggestions for the governing body and policy group review of procedures for parent elections:

- Inform all parents of their vital role in program governance;
- Ensure that there is a fair method of nomination, either by parents nominating themselves or by other parents nominating them; nominations should be placed only with the consent of the nominee;
- Provide proportionate representation to parents in all program options and settings. If agencies operate programs serving different geographical regions or ethnic groups, to adopt policies to ensure that all groups being served will have an equal opportunity to serve on policy groups; and
- Consider using Parent Committees to facilitate the process of nominating and electing parents to the Policy Council or Policy Committee.

Parents are involved in every step of the process for selecting community representatives. Parents may be involved, for example, in discussions of the issues of interest and the types of community representatives needed in the coming year, as well as in developing methods for soliciting and screening potential candidates.

When nominating parent members or selecting community representatives to policy groups, consider:

- The willingness and ability of the potential members to contribute time and effort to the program and to serve as mentors and role models, as well as resource persons;
- The diversity of the group of individuals nominated, with consideration being given to the programs or program options in which the children of nominees are enrolled;
- The agency's goals and the information generated by the Community Assessment; and
- The desirability of having representation from the governing body to the policy group, in order to improve communication between the two groups.

**Performance Standard**

**1304.50(b)(1) — (b)(7)**

**(continued...)**

(3) Community representatives must be drawn from the local community: businesses; public or private community, civic, and professional organizations; and others who are familiar with resources and services for low-income children and families, including, for example, the parents of formerly enrolled children.

(4) All parent members of Policy Councils or Policy Committees must stand for election or re-election annually. All community representatives also must be selected annually.

(5) Policy Councils and Policy Committees must limit the number of one-year terms any individual may serve on either body to a combined total of three terms.

(6) No grantee or delegate agency staff (or members of their immediate families) may serve on Policy Councils or Policy Committees except parents who occasionally substitute for regular Early Head Start or Head Start staff. In the case of Tribal grantees, this exclusion applies only to Tribal staff who work in areas directly related to or which directly impact upon any Early Head Start or Head Start administrative, fiscal or programmatic issues.

**(continued, next page...)**

Agencies and policy groups establish procedures for monitoring the three-year limit for both parents and community representatives. Agencies also develop volunteer opportunities that allow former policy group members to use their skills and experience to support program activities and operations. If agencies view and present the opportunity of serving on policy groups as a time to learn new skills and to gain self-confidence in a supportive environment, parents will understand the value of leaving a policy group after a few years, and of moving into other leadership roles in school organizations and in the larger community.

Personnel policies and bylaws address potential conflicts of interest between agency employment and membership on a Policy Council or Policy Committee. For example, agencies may consider developing policies that define "occasional substitute" and that determine at what point in the hiring process a candidate for a Head Start position must resign his or her membership from a policy group, that is, upon application or upon hiring.

**AI-11489**

**17.A.**

**Open cut - New Donna Plaza North Lot 21  
CC REGULAR**

**Date:** 10/07/2008

**Submitted By:** Sandra Garcia, RIGHT OF WAY DEPT.

**Submitted For:** Sandra Garcia

**Department:** RIGHT OF WAY DEPT.

**Agenda Area:** Right of Way

---

**Information**

**CAPTION**

Authorization for discussion and/or approval of open cut on New Donna Plaza North Subdivision Lot 21 Located on Mile 10 North and Old La Blanca Road - 3/4" Service Connection - North Alamo Water Supply.

**BACKGROUND**

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**Fiscal Impact**

**FISCAL YEAR:**

**ACCT. #:**

**FUNDS AVAILABLE Y/N?:**

**MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

No budgetary impact

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**Attachments**

Link: [Pipeline Permit](#)

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**Form Routing/Status**

| Route Seq                       | Inbox                 | Approved By    | Date                            | Status |
|---------------------------------|-----------------------|----------------|---------------------------------|--------|
| 1                               | Budget & Management   | Veronica Lopez | 10/01/2008 03:03 PM             | APRV   |
| 2                               | Dale Kennan           | Dale Kennan    | 10/01/2008 04:20 PM             | APRV   |
| 3                               | Auditor's Office      | Becky Morales  | 10/02/2008 02:15 PM             | APRV   |
| 4                               | Purchasing Department | Marty Salazar  | 10/02/2008 03:57 PM             | APRV   |
| 5                               | Court Administrator   | Angela Garcia  | 10/02/2008 04:14 PM             | APRV   |
| Form Started By: Sandra Garcia  |                       |                | Started On: 10/01/2008 02:50 PM |        |
| Final Approval Date: 10/02/2008 |                       |                |                                 |        |

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THE STATE OF TEXAS §

COUNTY OF HIDALGO §

That the County of Hidalgo, Texas, acting by and through its Commissioners' Court, by virtue of motion and resolution introduced and adopted by said Commissioners' Court on the \_\_\_\_\_ day of \_\_\_\_\_, 2008 does by these presents **GRANT, GIVE AND RELINQUISH TO:**

The North Alamo Water Supply Corporation hereinafter called Permittee, of the County of Hidalgo, Texas, the Right, Privilege and Authority to construct, reconstruct, lay and maintain a **2" inch** water/ gas/ sewer/ irrigation line; said line to be constructed of PVC material along the following public road easement held by the Hidalgo County of Hidalgo, Texas upon the conditions, obligations, and requirements as hereinafter set forth, said public road upon which said water/ gas/ sewer/ irrigation line is to be constructed, reconstructed, laid and maintained, **described as follows:**

**1. New Donna Plaza North L21 (OLBLCA WS/N 10N )-Need to break pavement- line on middle of Rd  
Gwenda J Gonzalez (3/4" service connection )**

The granting, giving and authorizing of permission for the said aforementioned Permittee to so construct, reconstruct, lay and maintain a water line along the above described public road being conditioned that Permittee agrees that:

1. The Permittee will install and shall maintain said pipeline so that the top of the line will always be at least at the minimum depth of forty (40) inches below the flow line of the ditches on either side of said roadway when the pipeline is to be constructed, the Permittee shall contact the Commissioner in the Precinct in which the construction project is located and obtain written instructions, signed by said Commissioner, concerning the location and depth of said line. In this connection, it is agreed and understood that the Permittee will not cut the surface in any manner said public road or any roadway, without first obtaining the written permission of the Commissioners' Court of Hidalgo County, Texas.
2. The Permittee will employ a competent person or firm to do such installation and complete it in accordance with the covenants and conditions herein set forth.
3. Permittee shall stake its line on the location approved by the Commissioner in whose precinct the work is to be done well in advance of beginning its work. Permittee shall contact Commissioner before commencing any work.
4. The Permittee will use all proper caution in performing the work to prevent injury to all persons and property and it will indemnify Hidalgo County against all damages that may be assessed against the County by reasons of the work here permitted and the maintenance of such pipeline.
5. Notwithstanding any provision in this Agreement to the contrary, Permittee recognizes that the paramount purpose of the easement and dedication for the said public road is to provide for the establishment and operation of a roadway for the public. Recognizing this as the paramount purpose of the easement and dedication, Permittee agrees that Permittee has the unlimited and unrestricted right to establish, construct, reconstruct and maintain the said public road and to conduct all maintenance for the roadway and all related structures (including but not limited to the maintenance, construction and reconstruction of ditches, drainage pipes, bridges and paving surfaces) without incurring any liability, obligation or duty to Permittee.

6. In the event that the Commissioners' Court of Hidalgo County gives the Permittee permission to cut, burrow and bore beneath the said public road or roadway, the Permittee will replace the road in the same condition as it was, which will require a refill of the ditch caused by installation of the pipe, tamping, and a waiting period of approximately sixty (60) days to allow for proper settling and then a replacement of the surface, if required. The Permittee will notify the County Commissioner of the Precinct in which the construction project is located upon the completion of the refill above mentioned and the County Commissioner will make such inspections as he deems necessary at that time, at the expiration of said sixty (60) day period and after resurfacing has been made to determine if the work has been done properly. Permittee will comply with such requirements in replacing said road as the County Commissioner concerned may require.
7. In the event Hidalgo County, Texas, the State Department of Highways and Public Transportation or any other municipality then constructing, reconstructing, maintaining or any other municipality then constructing, reconstructing, maintaining and operating said public road should, in the orderly course of its construction, reconstruct and/or repairing and maintaining of said road, deem it advisable to relocate said pipeline or to have same removed from said right of way entirely, then the Permittee covenants and obligates itself to remove and relocate said pipeline or to remove same entirely from right of way at its own expense, such removal or relocation to be done at the will and pleasure of the County of Hidalgo, Texas, the State Highways and Public Transportation or any other municipality that may be constructing, maintaining and operating said public road, which covenants, obligations and agreements shall be binding on Permittee, its successors and assigns and should Permittee, upon being given fifteen (15) days written notice to remove or relocate said pipelines by and of the aforementioned agencies, then the agency constructing, reconstructing, maintaining and operating said public road may thereupon remove same and be absolved and any responsibility and liability resulting from damage to said pipeline or injuries to Permittee, its successors and assigns as a result of removing same. By the acceptance of this granting of permission to lay, construct and maintain said pipelines, Permittee fully assumes responsibility and obligates itself to perform in its entirety the covenants, obligations and requirements hereinbefore set out.
8. It is understood and agreed that in the event a leak should develop in said pipeline, and upon being notified by the County of Hidalgo, Texas, acting, through any of its authorized agents and representatives, the Permittee will immediately repair and/or replace the injured or damaged section of said pipeline without delay.
9. It is expressly understood and agreed that no representation is made that the County of Hidalgo, Texas is the owner in fee or holder of an easement over and across the public road right of way in question and under consideration, and Permittee shall fully satisfy itself of the right to enter upon said land for the purposes of laying, constructing and maintaining of said pipeline so far as the fee owner thereof is concerned. The County of Hidalgo, Texas shall be by Permittee hold blameless from any damages or injuries occasioned by the entry and acts of Permittee as a result of the construction, maintenance and operation of said pipeline, and Permittee assumes full responsibility and liability for any damages or injuries arising or occasioned therefrom. In the event that legal action is brought against the County of Hidalgo with regard to such entry and acts of Permittee, the Permittee agrees to defend such action at its own cost and agrees to pay all court costs and attorney's fees incident thereto.
10. Permittee, in consideration of the County of Hidalgo, Texas granting and permitting the installation, construction, laying and maintaining the aforescribed pipeline over, along or across County's public road as hereinbefore before set forth, agrees to defray the expense of a supervisor designated by the Commissioner of the Precinct in which said roads are situated, which said supervisor, acting as the agent of the County, shall have the right, during the construction, laying installation or in maintenance thereof of

said pipeline, to assure the County that said work of constructing, laying or maintaining of said line, including the removal and replacement, is all done in accordance with the provisions of the permit, and failure of Permittee to so perform as provided therein shall constitute grounds, at the election of Permitter, to terminate this contract and agreement instantly.

11. This permit will expire approximately (1) year to the day it was approved through the County Commissioners Court of Hidalgo County, Texas.

WITNESS our hands this the \_\_\_\_\_ Day of \_\_\_\_\_, 2008.

\_\_\_\_\_  
COUNTY JUDGE

\_\_\_\_\_  
COMMISSIONER, PRECINCT NO. 1

\_\_\_\_\_  
COMMISSIONER, PRECINCT NO. 2

\_\_\_\_\_  
COMMISSIONER, PRECINCT NO. 3

\_\_\_\_\_  
COMMISSIONER, PRECINCT NO. 4

\_\_\_\_\_  
Blanca G Garza of Permittee, North Alamo Water Supply Corporation  
(Printed Name of Agent) (Company Name)

\_\_\_\_\_  
420 S Doolittle Rd Edinburg Tx 78542 (956)383-1618 fax (956)318-0909  
(Address / Phone / Fax)

in the aforementioned permit, does hereby accept the granting of same upon the terms, conditions and agreements, covenants and obligations as set forth therein, and agrees that same shall be fully binding upon the Permittee, its successors and a

WITNESS my hand this the 23rd Day of September, 2008.

BY:

Blanca G. Garza  
Signature

\_\_\_\_\_  
Clerk

Title

THE STATE OF TEXAS

COUNTY OF HIDALGO §

BEFORE ME, the undersigned authority, a Notary Public in and for Hidalgo County, Texas, on this day personally appeared JUAN D SALINAS, 111, County Judge of Hidalgo County, Texas and SYLVIA HANDY, HECTOR PALACIOS, JOE M. FLORES and OSCAR L. GARZA Commissioners of Hidalgo County, Texas known to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the \_\_\_\_ day of \_\_\_\_\_, 2008.

\_\_\_\_\_  
Notary Public, State of Texas

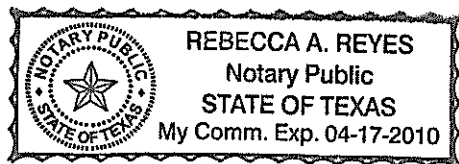
My Commission Expires:

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

BEFORE ME, the undersigned authority, a Notary Public in and for Hidalgo County, Texas, on this day personally appeared Blanca G Garza, Agent of North Alamo Water Supply Corporation known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of this said North Alamo Water Supply Corporation a corporation, and that he executed the same as the act of such corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 23rd day of September, 2008.



Rebecca A Reyes  
Notary Public, State of Texas

My Commission Expires:

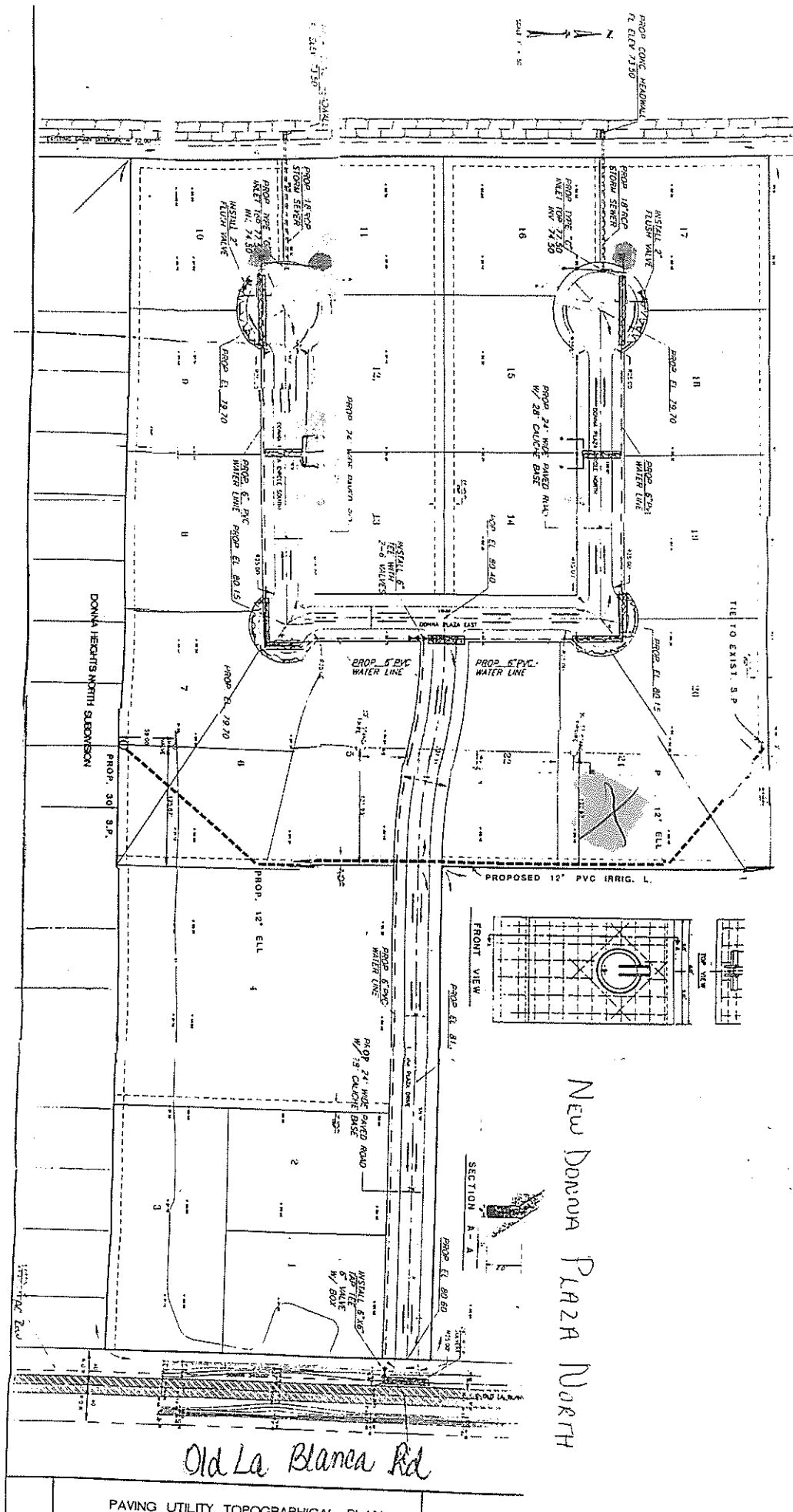
*Revised J. P. Ponder*

NEW DONNA PLAZA NORTH

Old La Blanca Rd

PAVING UTILITY TOPOGRAPHICAL PLAN

NEW DONNA



*mile 100*

→ Bus R3 ←

**AI-11490**

**17.B.**

**Additional Right of Way on Mile 11 1/4 Road  
CC REGULAR**

**Date:** 10/07/2008

**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 surveys metes & bounds, title reports, appraisals and acquisition of additional right of way on Mile 11 1/4 east of FM 491.

**BACKGROUND**

---

**Fiscal Impact**

**FISCAL YEAR:** 8

**ACCT. #:** 8-1200-431-00-260-001-0-711

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

**MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Funding available as of 10/1/08.

---

**Attachments**

Link: Mile 11 1/4

---

**Form Routing/Status**

| Route Seq | Inbox                 | Approved By    | Date                | Status |
|-----------|-----------------------|----------------|---------------------|--------|
| 1         | Budget & Management   | Veronica Lopez | 10/01/2008 03:06 PM | APRV   |
| 2         | Dale Kennan           | Dale Kennan    | 10/01/2008 04:25 PM | APRV   |
| 3         | Auditor's Office      | Becky Morales  | 10/02/2008 02:26 PM | APRV   |
| 4         | Purchasing Department | Marty Salazar  | 10/02/2008 03:58 PM | APRV   |
| 5         | Court Administrator   | Angela Garcia  | 10/02/2008 04:14 PM | APRV   |

Form Started By: Sandra Garcia  
Started On: 10/01/2008 03:01 PM

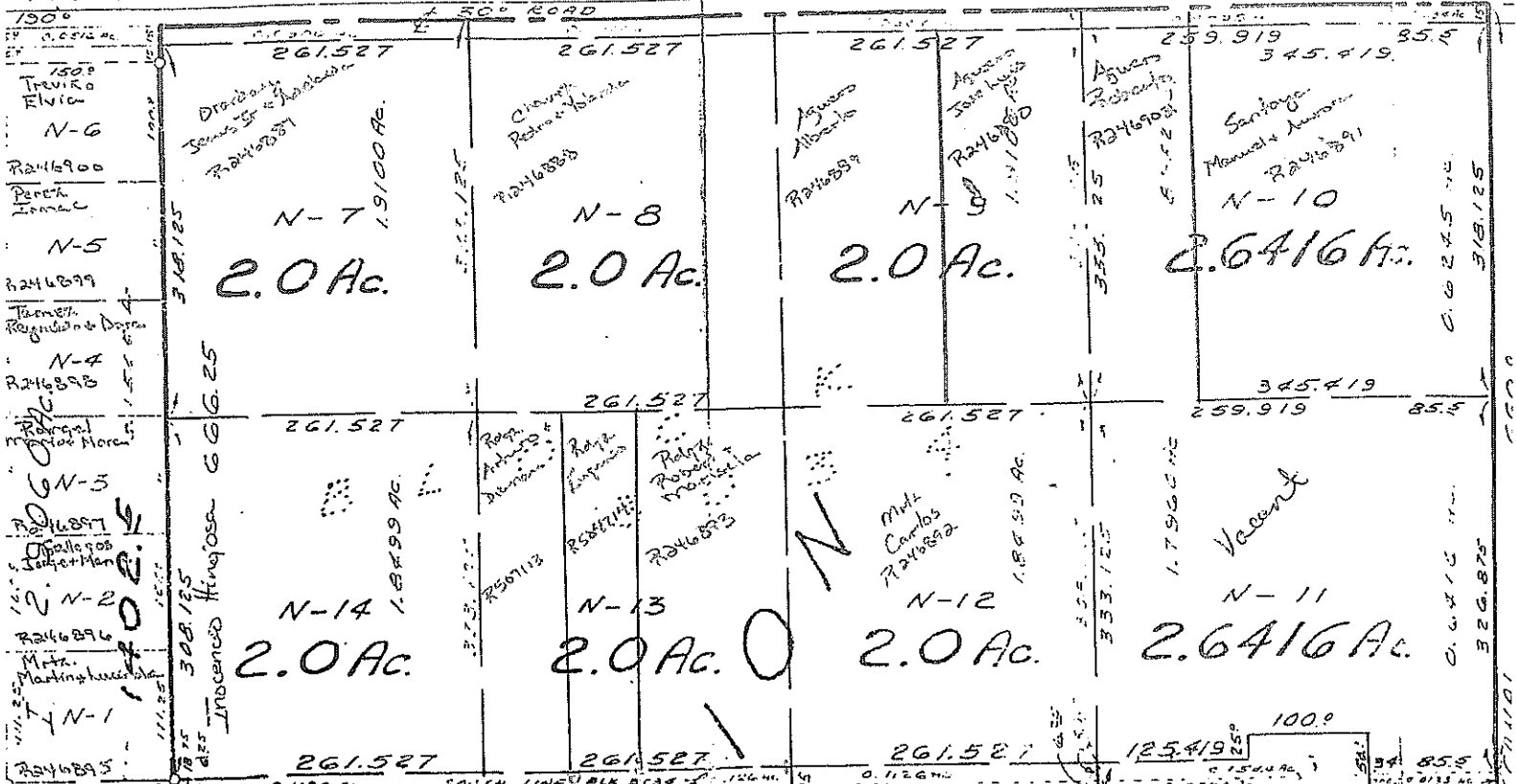
Final Approval Date: 10/02/2008

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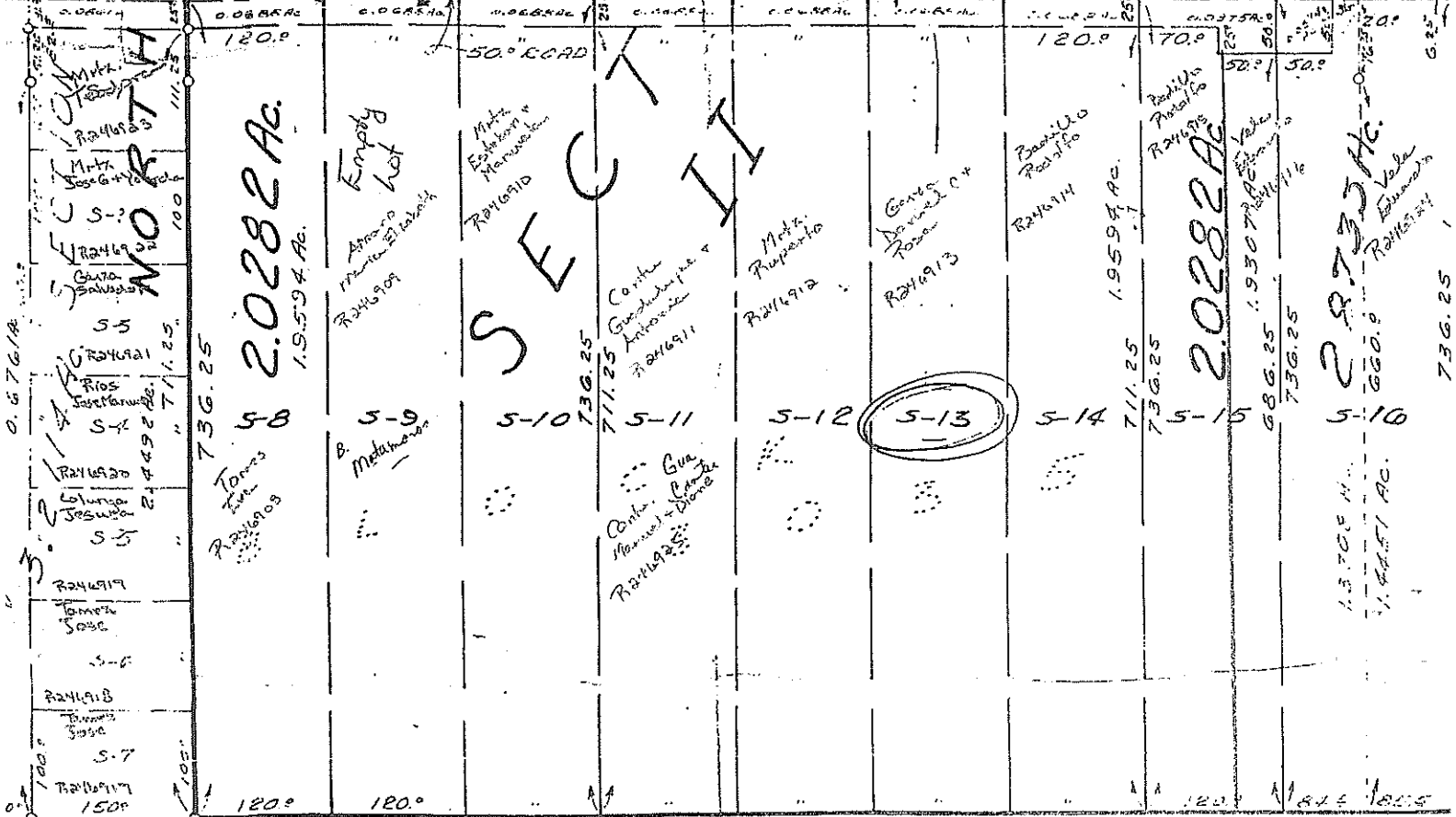
Mile 11 1/2 North

EAST

1130.0



Mile 11 1/2 North (Cont'd)



WEST

1130.0





241300

Prepared by the State Bar of Texas for use by lawyers only. Reviewed  
1-1-76. Revised to include grantee's address (art. 6626, RCS) 1-1-82.

P 10

Vol 3187 PAGE 398

**WARRANTY DEED**  
(LONG FORM)

THE STATE OF TEXAS  
COUNTY OF HIDALGO

} KNOW ALL MEN BY THESE PRESENTS:

That we, CARLOS MARTINEZ JR., LAURA ESTELLA MARTINEZ, COSME RENE  
MARTINEZ, and LINDA MARIA MARTINEZ dealing with our sole and separate  
property

of the County of Lake and State of Indiana for and in  
consideration of the sum of TEN AND NO/100 (\$10.00)\*\*\*\*\*  
\*\*\*\*\* DOLLARS  
and other valuable consideration to the undersigned paid by the grantee herein named, the receipt of which  
is hereby acknowledged, a further consideration being the love and affection  
we hold for our father, Grantee herein

have GRANTED, SOLD AND CONVEYED, and by these presents do GRANT, SELL AND CONVEY unto  
CARLOS MARTINEZ, whose address is 444 Porter St., Gary

of the County of Lake and State of Indiana, all of  
the following described real property in Hidalgo County, Texas, to-wit:  
Being out of Farm Tract 3034, North Capisallo District Subdivision,  
Hidalgo County, Texas, to-wit:

Beginning at the Northwest Corner of said Farm Tract 3034;  
Thence, 40 feet East;  
Thence, 641.25 feet South;  
Thence, 934.581 feet East to the point of beginning;  
Thence, 308.125 feet North;  
Thence, 261.527 feet West;  
Thence, 308.125 South  
Thence, East 261.527 feet to the Point of Beginning.

Vol. 3157 p. 399

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said grantee, his heirs and assigns forever, and I do hereby bind myself, my heirs, executors and administrators to WARRANT AND FOREVER DEFEND all and singular the said premises unto the said grantee, his heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof

EXECUTED this 9th day of ~~August~~ <sup>December</sup>, A. D. 1986.

*Carlos Martinez Jr.*  
CARLOS MARTINEZ JR.

*Laura Estella Martinez*  
LAURA ESTELLA MARTINEZ

*Cosme Rene Martinez*  
COSME RENE MARTINEZ

*Linda Maria Martinez*  
LINDA MARIA MARTINEZ

Mailing address of each grantee:

Name: Carlos Martinez  
Address: 444 Porter St.  
Gary, Indiana 46406

Name:  
Address:

(Acknowledgment)

STATE OF ~~XXXX~~ INDIANA )  
COUNTY OF ~~XXXX~~ Lake )

This instrument was acknowledged before me on the 9th day of ~~August~~ <sup>December</sup>, 1986, by CARLOS MARTINEZ JR., LAURA ESTELLA MARTINEZ, COSME RENE MARTINEZ, and LINDA MARIA MARTINEZ

NOTARY PUBLIC STATE OF INDIANA  
LAKE CO.  
MY COMMISSION EXP. JAN. 5, 1990  
ISSUED THRU INDIANA NOTARY BOARD

*Linda Hernandez*  
Notary Public, State of ~~XXXX~~ Indiana

Notary's name (printed): Linda Hernandez

Notary's commission expires: January 5, 1990

VAL 3187 INC 400

(Acknowledgment)

STATE OF TEXAS  
COUNTY OF }

This instrument was acknowledged before me on the  
by

day of

, 19

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

Notary's commission expires:

(Acknowledgment)

STATE OF TEXAS  
COUNTY OF }

This instrument was acknowledged before me on the  
by

day of

, 19

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

Notary's commission expires:

(Corporate Acknowledgment)

STATE OF TEXAS  
COUNTY OF }

This instrument was acknowledged before me on the  
by  
of  
a

day of

, 19

corporation, on behalf of said corporation.

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

Notary's commission expires:

AFTER RECORDING RETURN TO:

PREPARED IN THE LAW OFFICE OF:

Robert J. Salinas  
540 South Texas  
Mercedes, TX 78570

Robert J. Salinas  
540 S. Texas  
Mercedes, TX 78570

244330

FILED FOR RECORD  
JUN 11 1992  
WILLIAM BILLY LEO  
CLERK  
COUNTY CLERK  
COUNTY TEXAS

# WARRANTY DEED

Date October 2, 1990

Grantor: AUGUSTIN RODRIGUEZ and wife, JUANA A. RODRIGUEZ

Grantor's Mailing Address: P. O. Box 731, Mercedes, Hidalgo County, Texas  
78570

Grantee: EUGENIO A. RODRIGUEZ and wife, MICAELA RODRIGUEZ

Grantee's Mailing Address: P. O. Box 521, Mercedes, Hidalgo County, Texas  
78570

Consideration: TEN AND NO/100THS DOLLARS (\$10.00) and other valuable consideration including the love and affection which we have for our son.

Property (including any improvements):

A tract of land containing 1.00 gross acres, more or less, out of Farm Tracts 3034 and 3035, NORTH CAPISALLO DISTRICT, Hidalgo County, Texas, according to the map recorded in Volume 2, Page 7, Map Records in the Office of the County Clerk of Hidalgo County, Texas, reference to which is here made for all purposes, and being more particularly described by metes and bounds as follows, to-wit:

BEGINNING at the Northwest corner of this tract of land which is South, a distance of 333.125 feet and East, a distance of 582.2905 feet from the Northwest corner of Tract 3034;

THENCE, along a line parallel with the North boundary line of Tract 3024, East a distance of 130.7635 feet to a point for the Northeast corner of this tract of land;

THENCE, along a line parallel with the West boundary line of Tracts 3034 and 3035, South a distance of 308.125 feet to a point on the North right of way of a 50 foot road, then 18.75 feet to a point on the North boundary line of Tract 3035, then a total distance of 333.125 feet to a point for the Southeast corner of this tract of land;

THENCE, along a line parallel with the North boundary line of Tract 3035, West a distance of 130.7635 feet to a point for the Southwest corner of this tract of land;

THENCE, along a line parallel with the West boundary line of Tracts 3034 and 3035, North a distance of 6.25 feet to a point of the North boundary line of Tract 3035, then 18.75 feet to a point on the North right of way of a 50 foot road, then with a total distance of 333.125 feet to the POINT OF BEGINNING, containing within these metes and bounds 1.00 acre.

Reservations from and Exceptions to Conveyance and Warranty:

1. Easements, rules, regulations and rights in favor of Hidalgo and Cameron Counties Water Control and Improvement District No. 9 and easements and restrictions as shown on the recorded and dedication map of the above described subdivision.
2. Terms, stipulations and conditions contained in Oil, Gas and Mineral Lease executed by Gilberto Garza and wife, Anadelia Garza to Claud B. Hamill, dated February 22, 1979, recorded in Volume 1014, Page 970, Deed Records of Hidalgo County, Texas.

3. All oil, gas and other minerals have been heretofore reserved by prior grantors as set forth in Deeds dated July 15, 1942, recorded in Volume 498, Page 187, Deed Records and dated March 15, 1942, recorded in Volume 2108, Page 699, Official Records of Hidalgo County, Texas.
4. Visible or apparent easements on or across property herein described.
5. Subject to the subdivision regulations of the County of Hidalgo and/or Ordinances or government regulations of the City holding extra-territorial jurisdiction of said property.
6. Taxes for the year 1990 and subsequent years, and any subsequent assessments for prior years due to change in land usage or ownership shall be the responsibility of grantees.

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and to hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty.

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

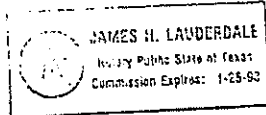
*Augustin Rodriguez*  
 AUGUSTIN RODRIGUEZ

*Juana A. Rodriguez*  
 JUANA A. RODRIGUEZ

STATE OF TEXAS  
 COUNTY OF HIDALGO

ACKNOWLEDGEMENT

This instrument was acknowledged before me on the 26<sup>th</sup> day of October, 1990, by AUGUSTIN RODRIGUEZ and wife, JUANA A. RODRIGUEZ.



*James H. Lauderdale*  
 Notary Public, State of Texas  
 James H. Lauderdale  
 Notary's Printed Name Above  
 My Commission Expires: 1-25-93

AFTER RECORDING, PLEASE  
 RETURN TO:

JAMES H. LAUDERDALE  
 611 International Ave.  
 Weslaco, Texas 78596

PREPARED IN THE  
 LAW OFFICE OF:

SAME

3143 PAGE 101

FILED FOR RECORD  
'91 OCT 4 PM 4 06  
WILLIAM BILLY LEO  
COUNTY CLERK  
DALLAS COUNTY TEXAS

232078

# Hidalgo County Appraisal District

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History



GIS Map



Datasheet

## Owner Information

Owner ID: O488447

Owner Name: RODRIGUEZ, ARTURO & DIANA

Owner Address: PO BOX 731  
MERCEDDES, TX 78570-0731

Property Address:

## Parcel Information

Legal Description: NORTH CAPISALLO S333.125'-E65.382'-W582.29' TR 13 FT 3034 0.50AC

Acreage:

Cross Reference: N3400-00-000-3034-22

Undivided Interest:

Exemption Codes: HS (Homestead)

Entity Codes: DR1 (Drainage District #1)

FD2 (Ems Dist #02)

GHD (Hidalgo County)

JCC (South Texas College)

R11 (Road Dist 11)

SMC (Mercedes Isd)

SST (South Texas School)

Deed Type: Conversion

Deed Book: 3151

Deed Page: 349

Map Page:

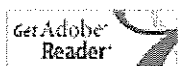
Land HS: \$21,537 +  
Land NHS: \$0 +  
Improvement HS: \$16,406 +  
Improvement NHS: \$0 +  
Ag Market: \$0  
Ag Use: \$0 +  
Timber Market: \$0  
Timber Use: \$0 +  
Appraised: \$37,943 =  
Homestead Cap: \$9,197 -  
Assessed: \$28,746 =

## Improvements

| ID   | Type            | SPTB                        | Segs | Value     |
|------|-----------------|-----------------------------|------|-----------|
| Imp1 | R (Residential) | A1 (A1 - Single Family Res) | 3    | \$ 16,406 |

## Land

| ID    | Type         | SPTB                        | Acres | Market    |
|-------|--------------|-----------------------------|-------|-----------|
| Land1 | AC (Acreage) | A1 (A1 - Single Family Res) | 0.50  | \$ 21,537 |



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# Hidalgo County Appraisal District

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History



GIS Map



Datasheet

## Owner Information

Owner ID: O508466  
 Owner Name: RODRIGUEZ, ROBERTO & MARISELA  
 Owner Address: PO BOX 137  
 MERCEDES, TX 78570-0137  
 Property Address: MILE 11 1/4 NORTH

## Parcel Information

Legal Description: NORTH CAPISALLO S333.125'-E65.38'-W516.909' TR 13 FT 3034 0.50AC  
 Acreage:  
 Cross Reference: N3400-00-000-3034-06  
 Undivided Interest:  
 Exemption Codes: HS (Homestead)  
 Entity Codes: DR1 (Drainage District #1)  
 FD2 (Ems Dist #02)  
 GHD (Hidalgo County)  
 JCC (South Texas College)  
 R11 (Road Dist 11)  
 SMC (Mercedes Isd)  
 SST (South Texas School)  
 Deed Type: Conversion  
 Deed Book: 3332  
 Deed Page: 235  
 Map Page: 27F

Land HS: \$21,537 +  
 Land NHS: \$0 +  
 Improvement HS: \$55,604 +  
 Improvement NHS: \$0 +  
 Ag Market: \$0  
 Ag Use: \$0 +  
 Timber Market: \$0  
 Timber Use: \$0 +  
 Appraised: \$77,141 =  
 Homestead Cap: \$898 -  
 Assessed: \$76,243 =

## Improvements

| ID   | Type            | SPTB                        | Segs | Value     |
|------|-----------------|-----------------------------|------|-----------|
| Imp1 | R (Residential) | A1 (A1 - Single Family Res) | 5    | \$ 55,604 |

## Land

| ID    | Type         | SPTB                        | Acres | Market    |
|-------|--------------|-----------------------------|-------|-----------|
| Land1 | AC (Acreage) | A1 (A1 - Single Family Res) | 0.50  | \$ 21,537 |



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History



GIS Map



Datasheet

## Owner Information

Owner ID: O484540  
 Owner Name: RODRIGUEZ, EUGENIO A & MICAELA  
 Owner Address: PO BOX 521  
 MERCEDES, TX 78570-0521  
 Property Address:

## Parcel Information

Legal Description: NORTH CAPISALLO E130.76'-S333.12'-W713.05' TR-13 FT 3034 1.00AC  
 Acreage:  
 Cross Reference: N3400-00-000-3034-21  
 Undivided Interest:  
 Exemption Codes:  
 Entity Codes: DR1 (Drainage District #1)  
 FD2 (Ems Dist #02)  
 GHD (Hidalgo County)  
 JCC (South Texas College)  
 R11 (Road Dist 11)  
 SMC (Mercedes Isd)  
 SST (South Texas School)  
 Deed Type: Conversion  
 Deed Book: 3143  
 Deed Page: 99  
 Map Page: 27F

Land HS: \$0 +  
 Land NHS: \$26,919 +  
 Improvement HS: \$0 +  
 Improvement NHS: \$72,677 +  
 Ag Market: \$0  
 Ag Use: \$0 +  
 Timber Market: \$0  
 Timber Use: \$0 +  
 Assessed: \$99,596 =

## Improvements

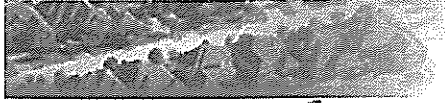
| ID   | Type            | SPTB                      | Segs | Value     |
|------|-----------------|---------------------------|------|-----------|
| Imp1 | R (Residential) | E1 (E1 - Farm/ranch Imps) | 4    | \$ 72,677 |

## Land

| ID    | Type         | SPTB                      | Acres | Market    |
|-------|--------------|---------------------------|-------|-----------|
| Land1 | AC (Acreage) | E1 (E1 - Farm/ranch Imps) | 1.000 | \$ 26,919 |



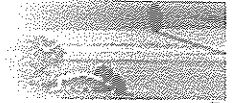
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[Property Detail Sheet \(R246892\)](#)

## Owner Information

Owner ID: O501613  
 Owner Name: MARTINEZ, CARLOS  
 Owner Address: 937 N VERMONT AVE  
 MERCEDES, TX 78570-2139  
 Property Address:

## Parcel Information

Legal Description: NORTH CAPISALLO 2AC-20AC TR-12 FT 3034  
 Acreage: 2.000  
 Cross Reference: N3400-00-000-3034-05  
 Undivided Interest:  
 Exemption Codes:  
 Entity Codes: DR1 (Drainage District #1)  
 FD2 (Ems Dist #02)  
 GHD (Hidalgo County)  
 JCC (South Texas College)  
 R11 (Road Dist 11)  
 SMC (Mercedes Isd)  
 SST (South Texas School)  
 Deed Type: Conversion  
 Deed Book: 3187  
 Deed Page: 398  
 Map Page:

Land HS: \$0 +  
 Land NHS: \$43,088 +  
 Improvement HS: \$0 +  
 Improvement NHS: \$0 +  
 Ag Market: \$0  
 Ag Use: \$0 +  
 Timber Market: \$0  
 Timber Use: \$0 +  
 Assessed: \$43,088 =



ID

Type

SPTB

Land

Acres

Market

Land1

AC (Acreage)

C2 (C2 - Vacant Tract)

2.000

\$ 43,088



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# Hidalgo County Appraisal District

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## Property Detail Sheet (R246910)

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### Owner Information

Owner ID: O218731  
 Owner Name: MARTINEZ, ESTEBAN & MANUELA  
 Owner Address: PO BOX 1253  
 MERCEDES, TX 78570-1253  
 Property Address:

### Parcel Information

Legal Description: NORTH CAPISALLO 2.02AC-N22.05AC TR-10 FT 3035  
 Acreage: N3400-00-000-3035-03  
 Cross Reference: N3400-00-000-3035-03  
 Undivided Interest:  
 Exemption Codes: OA (Over 65)  
 HS (Homestead)  
 O65TD (Over 65 Tax Deferral)  
 Entity Codes: DR1 (Drainage District #1)  
 FD2 (Ems Dist #02)  
 GHD (Hidalgo County)  
 JCC (South Texas College)  
 R11 (Road Dist 11)  
 SMC (Mercedes Isd)  
 SST (South Texas School)  
 Deed Type: Conversion  
 Deed Book: 2002  
 Deed Page: 665  
 Map Page:

Land HS: \$43,519 +  
 Land NHS: \$0 +  
 Improvement HS: \$28,247 +  
 Improvement NHS: \$33,378 +  
 Ag Market: \$0  
 Ag Use: \$0 +  
 Timber Market: \$0  
 Timber Use: \$0 +  
 Assessed: \$105,144 =

### Improvements

| ID   | Type            | SPTB                        | Segs | Value     |
|------|-----------------|-----------------------------|------|-----------|
| Imp1 | R (Residential) | A1 (A1 - Single Family Res) | 4    | \$ 28,247 |
| Imp2 | R (Residential) | A1 (A1 - Single Family Res) | 2    | \$ 25,240 |
| Imp3 | R (Residential) | A1 (A1 - Single Family Res) | 1    | \$ 8,138  |

### Land

| ID    | Type         | SPTB                        | Acres | Market    |
|-------|--------------|-----------------------------|-------|-----------|
| Land1 | AC (Acreage) | A1 (A1 - Single Family Res) | 2.020 | \$ 43,519 |



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# Hidalgo County Appraisal District

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- [Datasheet](#)

[Other](#)

- [Taxing Units](#)
- [Neighborhoods](#)
- [Abstracts](#)
- [Subdivisions](#)

[History](#)

[GIS Map](#)

[Datasheet](#)

## Owner Information

Owner ID: O636621

Owner Name: CANTU, GUADALUPE & ANTONIA

Owner Address: 3881 MILE 11 1/4 N  
MERCEDDES, TX 78570

Property Address:

## Parcel Information

Legal Description: NORTH CAPISALLO TR 11 2.02AC-N22.5AC FT 3035 EXC W30'-N81.25' & W45'-S170' - N251.25' 1.79AC GR 1.74AC NET

Acreage: 1.740

Cross Reference: N3400-00-000-3035-04

Undivided Interest:

Exemption Codes: HS (Homestead)  
OAS (Over 65 - Surviving Spouse)

Entity Codes: DR1 (Drainage District #1)  
FD2 (Ems Dist #02)  
GHD (Hidalgo County)  
JCC (South Texas College)  
R11 (Road Dist 11)  
SMC (Mercedes Isd)  
SST (South Texas School)

Deed Type: Conversion

Deed Book:

Deed Page: PG 377-378

Map Page:

Land HS: \$46,839 +  
Land NHS: \$0 +  
Improvement HS: \$22,602 +  
Improvement NHS: \$35,999 +  
Ag Market: \$0  
Ag Use: \$0 +  
Timber Market: \$0  
Timber Use: \$0 +  
Appraised: \$105,440 =  
Homestead Cap: \$21,342 -  
Assessed: \$84,098 =

## Improvements

| ID   | Type            | SPTB                        | Segs | Value     |
|------|-----------------|-----------------------------|------|-----------|
| Imp1 | R (Residential) | A1 (A1 - Single Family Res) | 7    | \$ 22,602 |
| Imp2 | R (Residential) | A1 (A1 - Single Family Res) | 4    | \$ 35,999 |

## Land

| ID    | Type         | SPTB                        | Acres | Market    |
|-------|--------------|-----------------------------|-------|-----------|
| Land1 | AC (Acreage) | A1 (A1 - Single Family Res) | 1.740 | \$ 46,839 |

\* Adobe Acrobat Reader 5.0 (minimum) is required to view pdf documents. Acrobat Reader is a free program available here.

# Hidalgo County Appraisal District

WORK IN PROGRESS

Data on this website may represent working values and may change at any time

Property Detail Sheet (R246913)

[Home](#)

[General Information](#)

[News](#)

[FAQ](#)

[Searches](#)

- [QuickRef ID Search](#)
- [Property Number Search](#)
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- [Address Search](#)
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- [Datasheet](#)

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- [Taxing Units](#)
- [Neighborhoods](#)
- [Abstracts](#)
- [Subdivisions](#)

[History](#)

[GIS Map](#)

[Datasheet](#)

## Owner Information

Owner ID: O0102599

Owner Name: TERAN, ELIZABETH

Owner Address: 100 S BRIDGE  
WESLACO, TX 78596

Property Address:

## Parcel Information

Legal Description: NORTH CAPISALLO S736.5'-N742.75'-E120'-W910 FT 3035 2.02AC NET

Acreage: 2.02

Cross Reference: N3400-00-000-3035-06

Undivided Interest:

### Exemption Codes:

Entity Codes: DR1 (Drainage District #1)

FD2 (Ems Dist #02)

GHD (Hidalgo County)

JCC (South Texas College)

R11 (Road Dist 11)

SMC (Mercedes Isd)

SST (South Texas School)

Deed Type: Warranty Deed

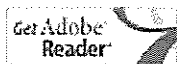
Deed Book:

Deed Page: 1836631

Map Page:

Land HS: \$0 +  
Land NHS: \$43,519 +  
Improvement HS: \$0 +  
Improvement NHS: \$0 +  
Ag Market: \$0  
Ag Use: \$0 +  
Timber Market: \$0  
Timber Use: \$0 +  
Assessed: \$43,519 =

| Land  |              |                        |       |           |
|-------|--------------|------------------------|-------|-----------|
| ID    | Type         | SPTB                   | Acres | Market    |
| Land1 | AC (Acreage) | C2 (C2 - Vacant Tract) | 2.020 | \$ 43,519 |



\* Adobe Acrobat Reader 5.0 (minimum) is required to view pdf documents. Acrobat Reader is a free program available [here](#).

# Hidalgo County Appraisal District

WORK IN PROGRESS

Data on this website may represent working values and may change at any time

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- [QuickRef ID Search](#)
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- [Datasheet](#)

[Other](#)

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- [Neighborhoods](#)
- [Abstracts](#)
- [Subdivisions](#)



History



GIS Map



Datasheet

## Owner Information

Owner ID: O218735  
 Owner Name: BADILLO, RODOLFO  
 Owner Address: PO BOX 274  
 MERCEDES, TX 78570-0274  
 Property Address:

## Parcel Information

Legal Description: NORTH CAPISALLO 2.02AC-N22.5AC TR-14 FT 3035  
 Acreage: 2.020  
 Cross Reference: N3400-00-000-3035-07  
 Undivided Interest:  
 Exemption Codes:  
 Entity Codes: DR1 (Drainage District #1)  
 FD2 (Ems Dist #02)  
 GHD (Hidalgo County)  
 JCC (South Texas College)  
 R11 (Road Dist 11)  
 SMC (Mercedes Isd)  
 SST (South Texas School)  
 Deed Type: Conversion  
 Deed Book: 2469  
 Deed Page: 699  
 Map Page:

Land HS: \$0 +  
 Land NHS: \$17,408 +  
 Improvement HS: \$0 +  
 Improvement NHS: \$0 +  
 Ag Market: \$0  
 Ag Use: \$0 +  
 Timber Market: \$0  
 Timber Use: \$0 +  
 Assessed: \$17,408 =



ID

Type

SPTB

Land

Acres

Market

Land1

AC (Acreage)

C2 (C2 - Vacant Tract)

2.020

\$ 17,408



\* Adobe Acrobat Reader 5.0 (minimum) is required to view pdf documents. Acrobat Reader is a free program available [here](#).

**AI-11493**

**17.C.**

**Approval of Payment - North I Road Phase II Parcel 24  
CC REGULAR**

**Date:** 10/07/2008

**Submitted By:** Sandra Garcia, RIGHT OF WAY DEPT.

**Submitted For:** Joe Pena

**Department:** RIGHT OF WAY DEPT.

**Agenda Area:** Right of Way

---

**Information**

**CAPTION**

Consideration and approval to purchase a certain tract of land described as Parcel # 24 North I Road Phase II.

**BACKGROUND**

---

**Fiscal Impact**

**FISCAL YEAR:** 8

**ACCT. #:** 8-1315-126-30-000-003-0-000

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

**MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Funding available as of 10/1/08.

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**Attachments**

Link: [AI-11493 Backup](#)

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**Form Routing/Status**

| Route Seq                       | Inbox               | Approved By    | Date                            | Status |
|---------------------------------|---------------------|----------------|---------------------------------|--------|
| 1                               | Budget & Management | Veronica Lopez | 10/01/2008 03:33 PM             | APRV   |
| 2                               | Dale Kennan         | Dale Kennan    | 10/01/2008 04:49 PM             | APRV   |
| 3                               | Auditor's Office    |                | 10/03/2008 05:27 PM             | PEND   |
| Form Started By: Sandra Garcia  |                     |                | Started On: 10/01/2008 03:09 PM |        |
| Final Approval Date: 10/03/2008 |                     |                |                                 |        |

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JOSE N. PEÑA  
Director

## HIDALGO COUNTY RIGHT OF WAY DEPARTMENT

### ***PAY-MEMO***

TO: Comm. Oscar L. Garza, Jr.  
Hidalgo County Pct. # 4  
Attn: Rumaldo Munoz, Jr. Accts. Payable

FROM: Mr. J. Benito Rodriguez  
Right Of Way Agent

Date: September 23, 2008

RE: North "I" Road Project Phase II: Parcel # 24 – R. David Cantu and wife  
Beatrice Cantu



=====  
Comm. Garza,

Attached, please find a copy of the unrecorded deed, copy of appraisal report, copy of settlement approval of offer, a signed 1099-S form by landowners, a copy of an executed partial lien release document and a letter from the lien holder requesting a check in the amount of \$2,373.84 be made payable to CitiMortgage, Inc. from the agreed amount of \$16,500.00 on the above-mentioned project. A check in the amount of \$14,126.16 be made payable to R. David Cantu and Beatrice Cantu, both checks will be paid from account # 8-1315-126-30-000-003-0-000 set up for this project. The Original deed will be held by the Right of Way Department and record as soon as payment to the landowner is processed. Please hold check for Agent to pick up.

Commissioner's Court approved this project for acquisition on December 19, 2000 and in closed and open session on April 3, 2007.

Should you have any questions, please feel free to contact our office

Thanks,

Approved Oscar L. Garza Jr.  
Commissioner Oscar L. Garza Jr.

Approved Jose N. Pena  
Jose N. Pena, ROW Director



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

**Chapter 11, Sec. 11.008      Texas Property Code**

**North "I" Road Project Phase II**

**Parcel: # 24**

**RIGHT-OF-WAY DEED**

THE STATE OF TEXAS

§

COUNTY OF HIDALGO

§

KNOW ALL MEN BY THESE PRESENTS:

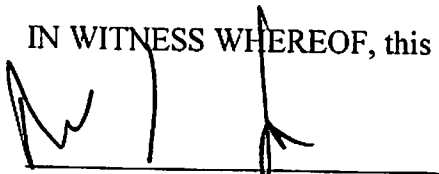
§

That, We, R. David Cantu and wife Beatrice S. Cantu, of the County of Hidalgo, State of Texas, hereinafter referred to as Grantors, whether one or more, for and in consideration of the sum of Sixteen Thousand Five Hundred and No/100ths Dollars (\$16,500.00) and other good and valuable consideration to Grantors in hand paid by the County of Hidalgo, 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, Give and Convey unto the County of Hidalgo all that certain tract or parcel of land in Hidalgo County, Texas, more particularly described in Exhibit "A", which is attached hereto and incorporated herein for any and all purposes.

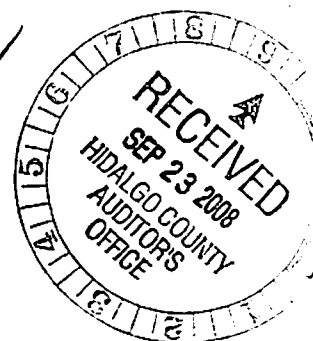
Grantors reserves all of the oil, gas and sulfur in and under the land herein conveyed but waive all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling for same, however, nothing in this reservation shall affect the title and rights of the State 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 County of Hidalgo and its assigns forever; and Grantors do hereby bind themselves If, there heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto the County of Hidalgo and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, this instrument is executed on this the 01 day of August, 2008.

  
R. David Cantu

  
Beatrice S. Cantu



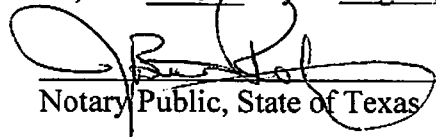
## ACKNOWLEDGMENT

THE STATE OF TEXAS

COUNTY OF HIDALGO

BEFORE ME, the undersigned, a Notary Public, on this day personally appeared R. David Cantu and wife Beatrice S. Cantu, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 01 day of August, 2008.

  
\_\_\_\_\_  
Notary Public, State of Texas





# HIDALGO COUNTY RIGHT OF WAY DEPARTMENT

JOSE N. PEÑA  
Director

## MEMO

**To:** Commissioners' Court

**From:** J. Benito Rodriguez *JB*  
Right of Way Agent

**Date:** April 3, 2007

**Subject:** North "I" Road Project-Phase II  
Parcel # 24—R. David Cantu and spouse Beatrice Cantu

---

|                   |                        |
|-------------------|------------------------|
| Appraised Value   | \$ 14,463.00           |
| Settlement Demand | \$ 16,500.00 **        |
| Difference        | <u>\$ 2,037.00</u> *** |

\*\*\*See attached letter

Commissioners' Court Executive Session April 3, 2007.

4/3/07 *[Signature]* Approved

\_\_\_\_ Not Approved

To whom it may concern,

March 27, 2007

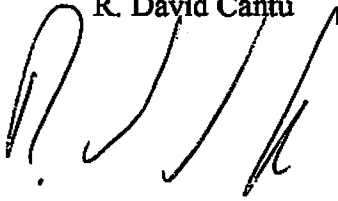
R. David Cantu and Beatrice Cantu  
3505 S. I Road  
Edinburg, Tx 78539-9157

RE: North I Road Project, Phase II  
Parcel: 24

Offer from Hidalgo County      \$14,463.00

We will settle for the amount of      \$16,500.00

R. David Cantu

A stylized handwritten signature in black ink, consisting of several sweeping, connected strokes.

Beatrice Cantu

A handwritten signature in black ink, written in a cursive style that clearly shows the first letters of the first and last names.



CitiMortgage, Inc.  
P.O. Box 9481  
Gaithersburg, MD 20898-9481  
www.citimortgage.com

September 17, 2008

Hidalgo County Right of Way Department  
Attention Jose N. Pena/ ROW Director  
509 East Earling Road  
San Juan, TX 78589

Re: Rodrigo and Beatrice Cantu  
RR 25 Box 111  
Edinburg, TX 78539  
CitiMortgage Loan Number 0004016301

Dear Mr. Pena:

This letter is in response to your request for CitiMortgage, Inc. to release its lien on a portion of the above referenced property.

The partial release has been approved conditional upon the following:

1. A principal pay-down of \$2,373.84 being applied toward the principal balance of the mortgage loan. Please make the check payable to CitiMortgage, Inc. Please send this to my attention at the address below.

Enclosed is the executed Substitution of Trustee and Partial Release of Deed of Trust document.

Under no circumstances are you or your agents to record the document without obtaining the aforementioned principal pay-down in our behalf.

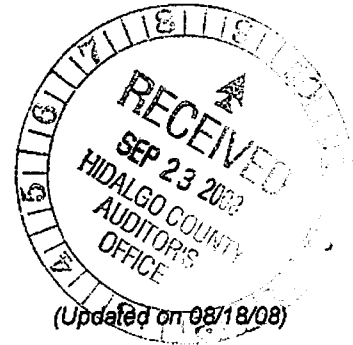
If you need further assistance regarding this partial release please contact me at 301-696-4656. When you call or write to us, please refer to the loan number referenced above.

Sincerely,

Jaimie Wiles  
CitiMortgage, Inc.  
5280 Corporate Dr Dept 0251  
Frederick MD 21703

Enclosure

**REAL ESTATE APPRAISAL REPORT  
TEXAS DEPARTMENT OF TRANSPORTATION**



Address of Property: Located along the west side of I road, just south of the intersection of I Road and Wisconsin Road, Edinburg, Texas. Account: N/A  
Property Owner: R. David Cantu & Beatrice Cantu Parcel: 24  
Address of Property Owner: 3505 South I Road, Edinburg, TX. CSJ: N/A  
78539-9157  
Occupant's Name: R. David Cantu & Beatrice Cantu Federal Project No: N/A  
Whole: ☐ Partial: ☒ Acquisition Highway: "I" Road

County: Hidalgo County

**Purpose of the Appraisal**

The purpose of this appraisal is to estimate the market value of the fee simple title to the real property to be acquired, encumbered by any easements not to be extinguished, less oil, gas and sulphur. If this acquisition is of less than the whole property, then any special benefits and/or damages to the remainder property must be included in accordance with the laws of Texas.

**Market Value**

Market value is defined as follows: "Market Value is the price which the property would bring when it is offered for sale by one who desires, but is not obliged to sell, and is bought by one who is under no necessity of buying it, taking into consideration all of the uses to which it is reasonably adaptable and for which it either is or in all reasonable probability will become available within the reasonable future."

**Certificate of Appraiser**

I hereby certify that, it is my opinion the total compensation for the acquisition of the herein described property is \$14,463 as of August 18, 2008 based upon my independent appraisal and the exercise of my professional judgment; on August 3, 2006, & August 18, 2008 (date)(s), I personally inspected in the field the property herein appraised; I afforded R. David Cantu & Beatrice Cantu, the property owner or the representative of the property owner, the opportunity to accompany me at the time of the inspection.

The comparables relied upon in making said appraisal were as represented by the photographs contained in the appraisal report and were inspected on September 29, 2006 (date)(s), I have not revealed and will not reveal the findings and results of such appraisal to anyone other than the proper officials of the, County of Hidalgo, Texas Department of Transportation or officials of the Federal Highway Administration until authorized by State officials to do so, or until I am required to do so by due process of law or until I am released from this obligation by having publicly testified to such findings; and, my compensation is not contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result or the occurrence of a subsequent event.

I certify to the best of my knowledge and belief that the statements of fact contained in this report are true and correct; the reported analyses, opinions and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, unbiased professional analyses, opinions and conclusions; I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest or bias with respect to the parties involved; and, my analyses, opinions and conclusions were developed, and this report has been prepared in conformity with the appropriate State laws, regulations, and policies and procedures applicable to the appraisal of right of way for such purposes, and that to the best of my knowledge no portion of the value assigned to such property consists of items which are noncompensable under the established law of said State,

and any decrease or increase in the fair market value of subject real property prior to the date of valuation caused by the public improvement other than that due to the physical deterioration within the reasonable control of the owner has been disregarded in estimating the compensation for the property.

Appraiser Signature - Leonel Garza III

State Certified General Real Estate Appraiser - TX 1328375-General  
Certification Number

August 18, 2008

Date

To the best of my knowledge, the value does not include any items which are not compensable under the State law.

District Reviewing Appraiser

Date

**FOR AUDITOR'S OFFICE USE ONLY!**

**AGENDA**  
**(continuation – Budget & Management)**

**PAGE 10**

**APRIL 03, 2007**

- M. Approval of interdepartmental transfer from County Wide Administration to County Clerk Department in the amount of \$65,225.00. – **APPROVED!**
- N. Approval to appropriate \$21,893.93 for the Bail Bond Board. Funds will be unreserved from acct. 7-1100-250-10-000-008-0-000. – **APPROVED!**
- O. Approval of 2007 appropriation of funds for Precinct 1 Parks in the amount of \$33,855.50. (1211) – **APPROVED!**
- P. Approval of 2007 appropriation for Precinct 1 Paved & Unpaved Roads (1201) in the amount of \$8,899.82. – **APPROVED!**
- Q. IT Dept.-Justice Crt. Tech.:  
Approval of 2007 appropriation of funds for (1242) Justice Court Technologies in the amount of \$100,000.00. – **APPROVED!**
- R. Approval of interfund transfer from County Wide Administration (1100) to Court Reporter Fund (1239) in the amount of \$10,050.00. – **APPROVED!**

**22. Closed Session:**

Commissioners' Court may go into Closed Session pursuant to Chapter 551, Texas Government Code, Sections 551.071 & 551.072 to discuss the following:

- A. Real Estate Acquisition
- B. Consultation with Attorney on litigation associated with New Adult Detention Facility & Law Enforcement Center Project
- C. Pending and/or potential litigation
- D. M- 05-082; Jorge Alberto Martinez v. Eduardo Garcia, individually, Eduardo Garcia, Then Deputy, Accomplice Adrian Padilla, Accomplice Maria Asusana Padilla, Accomplice Belinda Padilla & Hidalgo County Sheriff's Department Insurance

**23. Open Session:**

- A. Real Estate Acquisition – **APPROVED! (North "I" Road Parcel appraisal \$14,626)**
- B. Consultation with Attorney on litigation associated with New Adult Detention Facility & Law Enforcement Center Project – **NO ACTION!**
- C. Pending and/or potential litigation – **NO ACTION!**
- D. M- 05-082; Jorge Alberto Martinez v. Eduardo Garcia, individually, Eduardo Garcia, Then Deputy, Accomplice Adrian Padilla, Accomplice Maria Asusana Padilla, Accomplice Belinda Padilla & Hidalgo County Sheriff's Department Insurance – **APPROVED! (Exempt from competitive bidding; engage Atlas & Hall)**

**24. Closed Session:**

Commissioners' Court may reconvene into Closed Session for the discussion regarding the agenda items listed

**25. Open Session:**

Commissioners' Court may reconvene into Open Session for the discussion regarding the agenda items listed

**26. Adjourn**

**AI-11492**

**17.D.**

**Additional Right of Way - Las Milpas Road  
CC REGULAR**

**Date:** 10/07/2008

**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 surveys metes & bounds, title reports, appraisals and acquisition of additional right of way on Las Milpas Road between S. McColl Road and S. Jackson Road.

**BACKGROUND**

---

**Fiscal Impact**

**FISCAL YEAR:** 8

**ACCT. #:** 1200-431-00-260-001-0-711

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

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

**BUDGETARY IMPACT:**

---

**Attachments**

Link: [Las Milpas Road](#)

---

**Form Routing/Status**

| Route Seq | Inbox                 | Approved By    | Date                | Status |
|-----------|-----------------------|----------------|---------------------|--------|
| 1         | Budget & Management   | Veronica Lopez | 10/01/2008 03:33 PM | APRV   |
| 2         | Dale Kennan           | Dale Kennan    | 10/02/2008 08:52 AM | APRV   |
| 3         | Auditor's Office      | Becky Morales  | 10/02/2008 02:28 PM | APRV   |
| 4         | Purchasing Department | Marty Salazar  | 10/02/2008 03:58 PM | APRV   |
| 5         | Court Administrator   | Angela Garcia  | 10/02/2008 04:14 PM | APRV   |

Form Started By: Sandra Garcia  
Started On: 10/01/2008 03:06 PM  
Final Approval Date: 10/02/2008

---





26°07'09.77" N 98°13'23.20" W

© 2008 Tele Atlas

2007

Eye alt 4534 ft



**AI-11486**

**17.E.**

**Request for Reimbursement  
CC REGULAR**

**Date:** 10/07/2008

**Submitted By:** Sandra Garcia, RIGHT OF WAY DEPT.

**Submitted For:** Joe Pena

**Department:** RIGHT OF WAY DEPT.

**Agenda Area:** Right of Way

---

**Information**

**CAPTION**

Requesting approval to reimburse ROW Employee (J. Benito Rodriguez) for the purchase of fuel for ROW Vehicle - Unit 09 from Aziz Store located in San Juan, Texas and Stripes Store located in San Juan, Texas in the total amount of \$66.60. Employee purchased fuel using personal funds due to COMDATA card being in the process of being issued.

**BACKGROUND**

---

**Fiscal Impact**

**FISCAL YEAR:** 8

**ACCT. #:** 1200-431-00-260-001-0-682

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

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

**BUDGETARY IMPACT:**

---

**Attachments**

Link: [Fuel Reimbursement](#)

Link: [Receipt for \\$25.25 for  
ROW Dept](#)

---

**Form Routing/Status**

| Route Seq | Inbox                 | Approved By    | Date                | Status |
|-----------|-----------------------|----------------|---------------------|--------|
| 1         | Budget & Management   | Veronica Lopez | 10/01/2008 03:03 PM | APRV   |
| 2         | Dale Kennan           | Dale Kennan    | 10/01/2008 04:16 PM | APRV   |
| 3         | Auditor's Office      | Becky Morales  | 10/02/2008 02:06 PM | APRV   |
| 4         | Purchasing Department | Marty Salazar  | 10/02/2008 03:57 PM | APRV   |
| 5         | Court Administrator   | Angela Garcia  | 10/02/2008 04:14 PM | APRV   |

Form Started By: Sandra Garcia  
Started On: 10/01/2008 01:57 PM

Final Approval Date: 10/02/2008

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JOSE N. PEÑA  
Director

## HIDALGO COUNTY RIGHT OF WAY DEPARTMENT

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*[Handwritten signature]*

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*[Faint, illegible text]*

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*[Faint, illegible text]*

*[Faint, illegible text]*



J. Benito Rodriguez.

Joe B. Kot

San Q Pin  
Josephine

Plates  
106-1927

odometer

721

Cherry 2500 HD  
X  
Q  
Road Dept

Stripes S/W Corners  
of Road longways

Plates # 106-1927

Cherry Pick up 2500 HD  
Right of way Dept.

*[Signature]*

A21Z

S. W. Corner of  
I Rd - 200 ft

*[Signature]*

odometer  
653 mi

Attn:

Dale

Ploter # 106-1927

Chevy Pickup 2500 HD  
Right of way Dept.

*[Signature]*

SALES RECEIPT REPRINT  
1840532072-001

A21Z

S. W. Corner of  
IR & Polaris

DATE 03/13/06  
TIME 5:02 PM  
ALPH # 290140

Odometer  
653 mi

VIN:  
ACCOUNT NUMBER  
XXXX XXXX XXXX 0-26  
RODRIQUEZ/JOSE SEP

PUMP PRODUCT FFC  
12 UNLS \$1.09

GALLONS TOTAL  
7.015 7.22.25

**AI-11498**

**18.A.**

**General Interlocal Agreement with PSJA ISD  
CC REGULAR**

**Date:** 10/07/2008  
**Submitted By:** Yolanda Cisneros, COMM. PCT. #2  
**Submitted For:** Yolanda Cisneros  
**Department:** COMM. PCT. #2  
**Agenda Area:** Precinct #2

---

**Information**

**CAPTION**

Discussion and approval of Interlocal Cooperation Agreement between the Hidalgo County, Texas and The Pharr-San Juan-Alamo Independent School District of Texas for general purpose - multiple projects.

**BACKGROUND**

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**Fiscal Impact**

---

**Attachments**

Link: [m drive](#)

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**Form Routing/Status**

| Route Seq                         | Inbox               | Approved By    | Date                            | Status |
|-----------------------------------|---------------------|----------------|---------------------------------|--------|
| 1                                 | Budget & Management | Veronica Lopez | 10/01/2008 04:27 PM             | APRV   |
| 2                                 | Dale Kennan         | Dale Kennan    | 10/02/2008 07:33 AM             | APRV   |
| 3                                 | Auditor's Office    |                | 10/03/2008 05:27 PM             | NEW    |
| Form Started By: Yolanda Cisneros |                     |                | Started On: 10/01/2008 03:39 PM |        |
| Final Approval Date: 10/03/2008   |                     |                |                                 |        |

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STATE OF TEXAS

COUNTY OF HIDALGO

**INTERLOCAL COOPERATION AGREEMENT BETWEEN  
HIDALGO COUNTY AND THE PHARR-SAN JUAN-ALAMO  
INDEPENDENT SCHOOL DISTRICT OF TEXAS**

THIS Agreement is made on this the \_\_\_\_ day of \_\_\_\_\_, 2008 by and between **COUNTY OF HIDALGO, TEXAS**, hereinafter referred to as "County," and the **PHARR-SAN JUAN-ALAMO INDEPENDENT SCHOOL DISTRICT OF TEXAS**, hereinafter referred to as "District", pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

**W I T N E S S E T H:**

**WHEREAS**, Hidalgo County is a county created in the State of Texas;

**WHEREAS**, Pharr-San Juan-Alamo ISD is a public entity operating as an Independent School District located in Hidalgo County, Texas;

**WHEREAS**, District desires to assist County in multiple projects to be defined by mutual agreement in which both the District and the County would benefit from the outcome of the work (the "Work");

**NOW, THEREFORE**, District and County, in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. County agrees to allow the District to use equipment and materials owned by County at the current prices to the District for such equipment and materials for the furtherance of the Work. County shall be solely responsible for determining the current rate for equipment and the District agrees to reimburse County for such costs within thirty (30) days of receipt of invoice from County.
2. County shall provide the District with man power at the current hourly rates for individuals required to complete the Work. Hourly rates shall include all benefits and other costs associated with the employment of each individual. County shall be solely responsible for determining the current rate of its employees and District agrees to reimburse County such costs within thirty (30) days of receipt of invoice from County.
3. The parties agree that all other costs associated with the Work shall be the

responsibility of the District in their entirety.

4. **Term.** The term of this Agreement shall be for one (1) year with the option to review for five (5) additional one year terms upon the same terms and conditions described herein except that all prices for manpower, equipment and materials are subject to change at any time and without notice to the other party.
5. Upon a change in price for manpower, equipment or materials, the County shall notify the District within ten (10) working days for any on-going Work and before beginning any new Work.
6. Either party may terminate this Agreement with or without cause upon thirty (30) days written notice to the other.
7. **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 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 times such conflict exists.
8. **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.
9. **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 District and County and not otherwise.
10. **Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligation of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.
11. **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 District: P-SJ-A Independent School District  
Attention: Dr. Daniel P. King, Superintendent of  
Schools  
601 E. Kelly Drive  
Pharr, Texas 78577

If to County: Hidalgo County  
Attention: J.D. Salinas III, County Judge  
P.O. Box 758  
Edinburg, Texas 78540-0758

With copy to: Commissioner, Precinct Number 2  
Hector "Tito" Palacios  
301 East State  
Pharr, Texas 78577

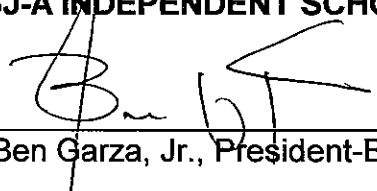
Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States mail.

12. **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.
13. **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.
14. **Assignment.** This Agreement shall not be assignable.
15. **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 of paragraph hereof.
16. **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.

17. **Authority to Execute.** The execution and performance of this Agreement by the District and the County have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of District and County in accordance with its terms.
18. **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.
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. Section 271.903.

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

**P-SJ-A INDEPENDENT SCHOOL DISTRICT**

By:   
Ben Garza, Jr., President-Board of Trustees

Attest:

---

**HIDALGO COUNTY**

By: \_\_\_\_\_  
J.D. Salinas, III, County Judge

Attest:

\_\_\_\_\_  
By: Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:

ATLAS & HALL, L.L.P.

By: \_\_\_\_\_  
Stephen L. Crain



"Focused on Performance"

# PHARR-SAN JUAN-ALAMO INDEPENDENT SCHOOL DISTRICT

P.O. Box 1150 \* 601 E. Kelly \* Pharr, Texas 78577 \* (956) 702-5613 \* Fax: (956) 783-2818

E-Mail: [mriviera@psja.k12.tx.us](mailto:mriviera@psja.k12.tx.us)

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**MR. MANUEL RIVERA, JR.**

Deputy Superintendent of Schools

September 25, 2008

Humberto Garza  
Chief Administrator  
Hidalgo County Pct. 2  
301 East State Street  
Pharr, TX 78577

Dear Mr. Garza:

Enclosed please find the Inter-local Agreement between Hidalgo County and Pharr-San Juan-Alamo Independent School District. It was approved by the Board of Trustees on September 22, 2008. Please mail us a copy with final approval signatures.

Should you have any questions, please call me at 702-5600 ext. 1020.

Sincerely,

Manuel Rivera, Jr.  
Deputy Superintendent  
Pharr-San Juan-Alamo ISD

MRJr.:mr

cc: Dr. Daniel King, Superintendent of Schools

**AI-11521**

**18.B.**

**Budget Amendment for South McColl Road Project  
CC REGULAR**

**Date:** 10/07/2008  
**Submitted By:** Yolanda Cisneros, COMM. PCT. #2  
**Submitted For:** Yolanda Cisneros  
**Department:** COMM. PCT. #2  
**Agenda Area:** Precinct #2

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**Information**

**CAPTION**

Approval of 2008 appropriation of funds for South McColl (Dicker(FM 3072)-Orangewood & 0.5 South Military Road) in the amount of \$748,000.

**BACKGROUND**

Ongoing road project of South McColl Road.

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**Fiscal Impact**

**FISCAL YEAR:** **ACCT. #:**  
**FUNDS AVAILABLE Y/N?:** **MATCHING FUNDS Y/N?:**  
**BUDGETARY IMPACT:**  
Funding available for appropriation as of 10/2/08.

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**Attachments**

Link: [Appropriation](#)

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**Form Routing/Status**

| Route Seq                         | Inbox               | Approved By    | Date                            | Status |
|-----------------------------------|---------------------|----------------|---------------------------------|--------|
| 1                                 | Budget & Management | Veronica Lopez | 10/02/2008 07:44 AM             | APRV   |
| 2                                 | Dale Kennan         | Dale Kennan    | 10/02/2008 11:40 AM             | APRV   |
| 3                                 | Auditor's Office    |                | 10/03/2008 05:27 PM             | NEW    |
| Form Started By: Yolanda Cisneros |                     |                | Started On: 10/01/2008 05:17 PM |        |
| Final Approval Date: 10/03/2008   |                     |                |                                 |        |

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**DATE:** October 1, 2008

## 2008 Appropriation

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

**DEPARTMENT NAME:** Hidalgo County Precinct No.2

**ACCOUNT NUMBER:** 8-1202-431-00-122-028-0-XXX S. McCOLL (Dicker-Orangewood & 0.5M s. Milit

**Contact Person:** Yoli Cisneros, Administrative Assistant II **Ph#:** 956-787-1891 Ext. 2002

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



Honorable Commissioners' Court of Hidalgo County:

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

| INCREASE ACCOUNT<br>NUMBER(S)    | ACCOUNT (OBJECT)<br>NAME | AMOUNT        |
|----------------------------------|--------------------------|---------------|
| 731                              | ROADS                    | \$8,000.00    |
| 731                              | ROADS                    | \$740,000.00  |
|                                  |                          |               |
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|                                  |                          |               |
|                                  |                          |               |
|                                  |                          |               |
| TOTAL BUDGET INCREASE (DECREASE) |                          | \$ 748,000.00 |

REASON: This appropriation will help fund Traffic Analysis from TEDSI and Construction of South McColl Road ongoing Project with Irrigation Canal Siphon.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE \_\_\_\_\_

ATTEST COUNTY CLERK



**AI-11456**

**19.A.4.**

**Additional Expansion of Professional Real Estate Appraisers  
CC REGULAR**

**Date:** 10/07/2008

**Submitted By:** Olga Montero, PURCHASING DEPT.

**Submitted For:** Marty Salazar

**Department:** PURCHASING DEPT.

**Agenda Area:** Purchasing Department

**Purchasing only:** Hidalgo County

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**Information**

**CAPTION**

Presentation for consideration and acceptance of the additional firms submitting Statements of Qualifications (as listed on the RFQ Acceptance Sheet attached hereto) for inclusion of the "pool" of pre-qualified firms eligible for selection through the County's protocol of grading & evaluating for ranking by CC and negotiation of a contract on an "as needed basis" per project by all County Departments and/or applicable Programs requiring said services as set forth in the requirements stated in the County's Request for Qualifications packet for the following listed Professional Services:

A. Additional Expansion of Professional Real Estate Appraisers-RFQ No. 2008-357-09-24

**BACKGROUND**

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**Fiscal Impact**

**FISCAL YEAR:**

**ACCT. #:**

**FUNDS AVAILABLE Y/N?:**

**MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Fiscal impact cannot be determined at this time in as much as CC needs to approve the request for additional expansion of professional services, scope of services, and any applicable procurement process.

Fiscal impact is determined at the time the contract negotiations and any other procurement process is finalized with any particular firm (vendor) and a final contract is approved and executed by CC.

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**Attachments**

Link: [acceptance sheet](#)

Link: [participation log](#)

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**Form Routing/Status**

| Route Seq | Inbox                 | Approved By    | Date                | Status |
|-----------|-----------------------|----------------|---------------------|--------|
| 1         | Purchasing Department | Marty Salazar  | 10/01/2008 04:49 PM | APRV   |
| 2         | Budget & Management   | Veronica Lopez | 10/02/2008 07:37 AM | APRV   |
| 3         | Ivan Cantu            | Ivan Cantu     | 10/02/2008 08:33 AM | APRV   |

|   |                     |               |                     |      |
|---|---------------------|---------------|---------------------|------|
| 4 | Auditor's Office    | Becky Morales | 10/02/2008 01:37 PM | APRV |
| 5 | Court Administrator | Angela Garcia | 10/02/2008 02:54 PM | APRV |

Form Started By: Olga Montero

Started On: 09/29/2008 10:41 AM

Final Approval Date: 10/02/2008

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**HIDALGO COUNTY PURCHASING DEPARTMENT**  
**RFQ ACCEPTANCE SHEET**

**DEPARTMENT NAME:**  
Hidalgo County

**DESCRIPTION OF RFQ:** Additional Expansion of Professional Real Estate Appraisers

**RFQ ACCEPTANCE DATE:** September 24, 2008

**RFQ ACCEPTANCE TIME:** 9:30 a.m.

**RFQ NO:** 08-357-09-24-OTM

**Effective Period:** October 7, 2008 through February 8, 2009

| RFQ# | NAME OF COMPANY                                                                                                                                                                                                                                                | ACKNOWLEDGMENT OF<br>RECEIPT OF STATEMENT OF<br>QUALIFICATIONS                        |
|------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------|
| #1   | <p><b>EXECUTIVE APPRAISALS</b><br/><b>PO BOX 1016</b><br/><b>SAN JUAN TEXAS 78589</b></p> <p><b>PH: (956)682-6123 // FAX: (956) 782-0697</b></p> <p><b>RAMON A. OLIVAREZ, PARTNER</b><br/><b><u>rolivarez@rgv.rr.com</u></b></p>                               |    |
| #2   | <p><b>THE REAL ESTATE CENTER, INC.</b><br/><b>PO BOX 810 (3308 N. CONWAY)</b><br/><b>MISSION TEXAS 78573</b></p> <p><b>PH: (956) 227-0928 // FAX: (956) 580-9655</b></p> <p><b>RENE DE LA CRUZ, PRESIDENT</b><br/><b><u>renedelacruz@sbcglobal.net</u></b></p> |  |
|      |                                                                                                                                                                                                                                                                |                                                                                       |
|      |                                                                                                                                                                                                                                                                |                                                                                       |

# HIDALGO COUNTY PURCHASING DEPARTMENT PARTICIPATING VENDOR'S LOG REQUIREMENTS/RFQ PACKETS

**IBF-RFP-RFQ-RFQ&P-RFI**

**RFQ ACCEPTANCE DATE: September 24, 2008**

**RFQ ACCEPTANCE TIME: 9:30 A.M.**

**DEPARTMENT/RFQ DESCRIPTION:**

**Additional Expansion Professional Real Estate Appraisers-  
Hidalgo County**

**RFQ NO: 2008-357-09-24-otm**

| NAME OF SUBMITTER:<br>COMPANY / FIRM &<br>REPRESENTATIVE'S NAME |                                                         | RFQ<br>REQUEST<br>*VIA | SIGNATURE (IF APPLICABLE)<br>OR INITIALS OF STAFF<br>ADDRESSING MAIL OUT | DATE | PHYSICAL ADDRESS<br>CITY, STATE, ZIP CODE<br>PHONE & FAX NUMBERS     |
|-----------------------------------------------------------------|---------------------------------------------------------|------------------------|--------------------------------------------------------------------------|------|----------------------------------------------------------------------|
| 01.                                                             | Aranda & Associates                                     | mail                   | OLGA T. MONTERO                                                          |      | 1552 Dove Avenue                                                     |
|                                                                 |                                                         |                        |                                                                          |      | McAllen, Texas 78504                                                 |
|                                                                 |                                                         |                        |                                                                          |      | 631-0944      631-0992 Fax                                           |
| 02.                                                             | Triple "R" Realty & Appraisal Service,<br>Inc.          | Mail                   | OLGA T. MONTERO                                                          |      | 121 W. Samano Street                                                 |
|                                                                 |                                                         |                        |                                                                          |      | Edinburg, Texas 78539                                                |
|                                                                 |                                                         |                        |                                                                          |      | 380-0397      380-0410 Fax                                           |
| 03.                                                             | Sroggin Appraisal Services<br>668-7478 // 668-1728 fax  | mail                   | Olga T. Montero                                                          |      | 1124 Pecan Bldv                                                      |
|                                                                 |                                                         |                        |                                                                          |      | McAllen Texas 78501                                                  |
|                                                                 |                                                         |                        |                                                                          |      |                                                                      |
| 04.                                                             | Executive Appraisals                                    | mail                   | Olga T. Montero                                                          |      | Po Box 5523<br>McAllen Texas 78502                                   |
| 05.                                                             | Perez Appraisal Service                                 | mail                   | Olga T. Montero                                                          |      | 6901 N. 34 <sup>th</sup> Street<br>McAllen Texas 78501               |
| 06.                                                             | S & R Appraisal                                         | mail                   | Olga T. Montero                                                          |      | 10800 North Ware Rd'<br>McAllen Texas 78504                          |
| 07.                                                             | Trevino Real Estate Appraisal Service                   | mail                   | Olga T. Montero                                                          |      | 1023 S. 14 <sup>th</sup> Street<br>Edinburg Texas 78539              |
| 08.                                                             | Spectrum Appraisals                                     | mail                   | Olga T. Montero                                                          |      | 924 W. Nolana Rd Ste A<br>Pharr Texas 78577<br>(956) 283-8730        |
| 09.                                                             | Sunrise Appraisal Company                               | mail                   | Olga T. Montero                                                          |      | 7308 N. 32 <sup>nd</sup> St<br>McAllen Texas 78501<br>(956) 994-8488 |
| 10.                                                             | Alliance Realty<br>Malcolm Willey<br>(936) 756-7171     | mail                   | Olga T. Montero                                                          |      | 3828 Davis Ste 314<br>Conroe Texas 77304                             |
| 11.                                                             | Real Estate Center<br>Rene De La Cruz<br>(956) 227-0928 | IP                     | Olga T. Montero                                                          |      | PO BOX 810<br>Mission Texas 78572                                    |
| 12.                                                             |                                                         |                        |                                                                          |      |                                                                      |

**AI-11559**

**19.A.5.**

**Renovation to former Administration Building at 100 E. Cano -Edinburg  
CC REGULAR**

**Date:** 10/07/2008

**Submitted By:** Moises Salazar, PURCHASING DEPT.

**Submitted For:** Marty Salazar

**Department:** PURCHASING DEPT.

**Agenda Area:** Purchasing Department

**Purchasing only:** Hidalgo County

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**Information**

**CAPTION**

Presentation by project architect firm, Alcocer Garcia Associates for discussion, consideration and action on items necessary to complete the development phase of the plans and specifications for the renovations required of the Administration Building including, but not limited to, size/capacity and projected cost for the following:

- A. Emergency Generator
- B. Elevators
- C. Other necessary items

**BACKGROUND**

---

**Fiscal Impact**

**FISCAL YEAR:** 2008

**ACCT. #:** 8-1336-419-00-115-073-0-452

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

**MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Available Balance as of 10-3-08 \$2,796,100.00.

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**Attachments**

Link: Estimates by  
AGADC

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**Form Routing/Status**

| Route Seq | Inbox                 | Approved By    | Date                | Status |
|-----------|-----------------------|----------------|---------------------|--------|
| 1         | Purchasing Department | Marty Salazar  | 10/02/2008 05:06 PM | APRV   |
| 2         | Budget & Management   | Veronica Lopez | 10/03/2008 07:41 AM | APRV   |
| 3         | Manuel Chapa          | Manuel Chapa   | 10/03/2008 10:17 AM | APRV   |
| 4         | Auditor's Office      |                | 10/03/2008 05:27 PM | NEW    |

Form Started By: Moises Salazar

Started On: 10/02/2008 04:28  
PM

Final Approval Date: 10/03/2008

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Below are estimated costs for;

1. Emergency Generator
2. New Elevators

Please schedule a workshop with County Judge and Commissioner Garza (Pct 4) so that we may go over the estimated costs and to define the emergency generator capacity as well as the elevators. Both items are critical to the overall design process.

**EMERGENCY GENERATOR:**

|      |                                                                                     |        |
|------|-------------------------------------------------------------------------------------|--------|
| I.   | 1 <sup>st</sup> Floor.....                                                          | \$120K |
| II.  | 1 <sup>st</sup> and 2 <sup>nd</sup> Floors.....                                     | \$185K |
| III. | 1 <sup>st</sup> , 2 <sup>nd</sup> , and 3 <sup>rd</sup> Floors.....                 | \$260K |
| IV.  | 1 <sup>st</sup> 2 <sup>nd</sup> , 3 <sup>rd</sup> , and 4 <sup>th</sup> Floors..... | \$335K |
| V.   | 1 <sup>st</sup> through 5 <sup>th</sup> Floors .....                                | \$410K |

**ELEVATORS:**

ThyssenKrupp Elevator Corporation

Gregory S. Laznovsky, Service & Repair Sales Manager

- I. East Elevators:
  1. Existing elevators are beyond repair and need to be replaced.
  2. Estimated cost to replace -
    - A. East Elevators,
      - a. First and Second Floors - ..... \$50K
      - b. Third Floor add - ..... \$15K
      - c. Fourth and Fifth Floors add (\$10K per level).....\$20K
    - B. Replacement of one elevator with new..... \$85K
    - C. Replacement of both East elevators with new..... \$170K
  3. Allow two weeks per elevator for removal and replacement of elevator.
- II. North Elevator (County Judge's Offices):
  1. Does not comply with current Texas Department of Licensing and Regulations as it applies to the Removal of Architectural Barriers.
  2. Re-construct elevator shaft to accommodate new elevator
  3. Estimated cost for new elevator ..... \$50K
  4. Two weeks to remove existing elevator and replace with new elevator.
- III. Southeast Elevator (South of common area):
  1. Does not comply with current Texas Department of Licensing and Regulations as it applies to the Removal of Architectural Barriers.
  2. Re-construct elevator shaft to accommodate new elevator
  3. Estimated cost for new elevator ..... \$50K
  4. Two weeks to remove existing elevator and replace with new elevator.
- IV. Estimated New Elevator Costs..... \$270K

Edo.

**AI-11532**

**19.B.1.**

**Pct. 1-Invoice No. 11322781-L&G Engineering-C-08-451-12-26**

**CC REGULAR**

**Date:** 10/07/2008

**Submitted By:** Letty Saenz, PURCHASING DEPT.

**Submitted For:** Marty Salazar

**Department:** PURCHASING DEPT.

**Agenda Area:** Purchasing Department

**Purchasing only:** Prct. 1

---

**Information**

**CAPTION**

Presentation for discussion, consideration, acceptance, and approval of Inv. # 11322781 in the amount of \$ 42,050.00 from L & G Consulting Engineers, Inc., dba, L & G Engineering, contracted engineer for the "FM 493 Project" for Hidalgo County Precinct No. 1.

**BACKGROUND**

Invoice no. 11322781

---

**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 in PO #596375 \$780,397.50 for L & G Consulting Engineers, Inc. in relation to the FM 493 Project.

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**Attachments**

Link: Invoice No.  
11322781

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**Form Routing/Status**

| Route Seq | Inbox                 | Approved By    | Date                | Status |
|-----------|-----------------------|----------------|---------------------|--------|
| 1         | Purchasing Department | Marty Salazar  | 10/02/2008 05:02 PM | APRV   |
| 2         | Budget & Management   | Veronica Lopez | 10/03/2008 07:39 AM | APRV   |
| 3         | Ivan Cantu            | Ivan Cantu     | 10/03/2008 08:13 AM | APRV   |
| 4         | Auditor's Office      |                | 10/03/2008 05:27 PM | PEND   |

Form Started By: Letty Saenz  
Started On: 10/02/2008 10:12 AM

Final Approval Date: 10/03/2008

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**L & G Consulting Engineers Inc**  
**2100 W. Expressway 83**  
**Mercedes, TX 78570**  
**(956) 565-9813 Fax (956) 565-9018**

**INVOICE #: 11322781**  
**INVOICE DATE: 09/30/08**

**BILL TO: 34**

Hidalgo County Pct. #1  
 902 Joe Stephens  
 Weslaco, TX 78596

**JOB: 071401**

FM 493  
 c/o Hidalgo County  
 100 E. Cano  
 Edinburg, TX 78539

Contract #C-07-451-00-00  
 PO#596375/R233

| DESCRIPTION                                           | CONTRACT     | PREVIOUS APPLICATIONS | CURRENT COMPLETED | TOTAL COMPLETED | % COMPL | BALANCE TO FINISH |
|-------------------------------------------------------|--------------|-----------------------|-------------------|-----------------|---------|-------------------|
| Engineering services for the month of September 2008. |              |                       |                   |                 |         |                   |
| 11006-Design Schem                                    | 272,500.00   | 258,875.00            |                   | 258,875.00      | 95.0    | 13,625.00         |
| 12001-EA Fieldwork                                    | 10,000.00    | 10,000.00             |                   | 10,000.00       | 100.0   |                   |
| 12002-EA Documents                                    | 57,000.00    | 45,600.00             |                   | 45,600.00       | 80.0    | 11,400.00         |
| 12003-Public Invt                                     | 3,000.00     | 1,500.00              | 1,200.00          | 2,700.00        | 90.0    | 300.00            |
| 12004-Cul Resc                                        | 20,000.00    |                       |                   |                 | 0.0     | 20,000.00         |
| 12030-Public Invt                                     | 20,450.00    | 12,702.50             |                   | 12,702.50       | 62.1    | 7,747.50          |
| 13010-Prel-ROW Map/S                                  | 35,000.00    | 35,000.00             |                   | 35,000.00       | 100.0   |                   |
| 15001-Surv, Plans&Des                                 | 25,000.00    | 22,500.00             | 1,250.00          | 23,750.00       | 95.0    | 1,250.00          |
| 15010-Surv, Plan/Sub                                  | 105,000.00   | 105,000.00            |                   | 105,000.00      | 100.0   |                   |
| 15070-H&V Control/Su                                  | 35,200.00    | 35,200.00             |                   | 35,200.00       | 100.0   |                   |
| 16001-Rdwy Design                                     | 252,000.00   | 113,400.00            |                   | 113,400.00      | 45.0    | 138,600.00        |
| 16100-Drainage                                        | 168,000.00   | 75,600.00             | 10,080.00         | 85,680.00       | 51.0    | 82,320.00         |
| 16200-Pavt Mrk & Sig                                  | 84,000.00    | 21,000.00             | 7,560.00          | 28,560.00       | 34.0    | 55,440.00         |
| 16240-Signal Design                                   | 40,000.00    |                       |                   |                 | 0.0     | 40,000.00         |
| 16302-Traf Cntrl Pln                                  | 84,000.00    | 12,600.00             | 7,560.00          | 20,160.00       | 24.0    | 63,840.00         |
| 16304-Irrigation                                      | 84,000.00    | 29,400.00             |                   | 29,400.00       | 35.0    | 54,600.00         |
| 16307-Utilities                                       | 168,000.00   | 84,000.00             | 8,400.00          | 92,400.00       | 55.0    | 75,600.00         |
| 16400-Contract Mgmt                                   | 100,000.00   | 45,000.00             | 6,000.00          | 51,000.00       | 51.0    | 49,000.00         |
| 32000-Const. Mgmt                                     | 35,800.00    |                       |                   |                 | 0.0     | 35,800.00         |
| TOTALS:                                               | 1,598,950.00 | 907,377.50            | 42,050.00         | 949,427.50      | 59.4    | 649,522.50        |

8-1336-431-00-121-0490-841

PO 596375

*[Signature]*  
 PROJECT MANAGER'S SIGNATURE

|                         |                 |
|-------------------------|-----------------|
| 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 | \$ 949,427.50   |
| LESS PREVIOUS INVOICES  | \$ 907,377.50   |

|                     |              |
|---------------------|--------------|
| CURRENT PAYMENT DUE | \$ 42,050.00 |
|---------------------|--------------|

INVOICE RECEIVED BY  
*Noe Hunter* on 10/1/08  
 GOODS/SERVICES RECEIVED BY:  
*Noe Hunter* on 10/1/08

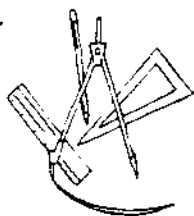
*[Handwritten mark]*



10/10/2008

ATTACHMENT C  
WORK SCHEDULE  
FORM #93  
FROM MILE 10 TO SH 107

| TASK AND DESCRIPTION     | 2007-2008 |     |     |     |     |     |     |     |     |     |     |     | 2009 |     |     |     |     |     |     |     |     |     |     |     |     |
|--------------------------|-----------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|
|                          | DEC       | JAN | FEB | MAR | APR | MAY | JUN | JUL | AUG | SEP | OCT | NOV | DEC  | JAN | FEB | MAR | APR | MAY | JUN | JUL | AUG | SEP | OCT | NOV | DEC |
| WORK AUTHORIZATION NO. 1 |           |     |     |     |     |     |     |     |     |     |     |     |      |     |     |     |     |     |     |     |     |     |     |     |     |
| Extra Length of Project  |           |     |     |     |     |     |     |     |     |     |     |     |      |     |     |     |     |     |     |     |     |     |     |     |     |
| ROADS                    |           |     |     |     |     |     |     |     |     |     |     |     |      |     |     |     |     |     |     |     |     |     |     |     |     |
| ROADS                    |           |     |     |     |     |     |     |     |     |     |     |     |      |     |     |     |     |     |     |     |     |     |     |     |     |
| ROADS                    |           |     |     |     |     |     |     |     |     |     |     |     |      |     |     |     |     |     |     |     |     |     |     |     |     |
| ROADS                    |           |     |     |     |     |     |     |     |     |     |     |     |      |     |     |     |     |     |     |     |     |     |     |     |     |
| ROADS                    |           |     |     |     |     |     |     |     |     |     |     |     |      |     |     |     |     |     |     |     |     |     |     |     |     |
| ROADS                    |           |     |     |     |     |     |     |     |     |     |     |     |      |     |     |     |     |     |     |     |     |     |     |     |     |
| ROADS                    |           |     |     |     |     |     |     |     |     |     |     |     |      |     |     |     |     |     |     |     |     |     |     |     |     |
| ROADS                    |           |     |     |     |     |     |     |     |     |     |     |     |      |     |     |     |     |     |     |     |     |     |     |     |     |
| ROADS                    |           |     |     |     |     |     |     |     |     |     |     |     |      |     |     |     |     |     |     |     |     |     |     |     |     |
| ROADS                    |           |     |     |     |     |     |     |     |     |     |     |     |      |     |     |     |     |     |     |     |     |     |     |     |     |
| ROADS                    |           |     |     |     |     |     |     |     |     |     |     |     |      |     |     |     |     |     |     |     |     |     |     |     |     |
| ROADS                    |           |     |     |     |     |     |     |     |     |     |     |     |      |     |     |     |     |     |     |     |     |     |     |     |     |
| ROADS                    |           |     |     |     |     |     |     |     |     |     |     |     |      |     |     |     |     |     |     |     |     |     |     |     |     |
| ROADS                    |           |     |     |     |     |     |     |     |     |     |     |     |      |     |     |     |     |     |     |     |     |     |     |     |     |
| ROADS                    |           |     |     |     |     |     |     |     |     |     |     |     |      |     |     |     |     |     |     |     |     |     |     |     |     |
| ROADS                    |           |     |     |     |     |     |     |     |     |     |     |     |      |     |     |     |     |     |     |     |     |     |     |     |     |
| ROADS                    |           |     |     |     |     |     |     |     |     |     |     |     |      |     |     |     |     |     |     |     |     |     |     |     |     |
| ROADS                    |           |     |     |     |     |     |     |     |     |     |     |     |      |     |     |     |     |     |     |     |     |     |     |     |     |
| ROADS                    |           |     |     |     |     |     |     |     |     |     |     |     |      |     |     |     |     |     |     |     |     |     |     |     |     |
| ROADS                    |           |     |     |     |     |     |     |     |     |     |     |     |      |     |     |     |     |     |     |     |     |     |     |     |     |
| ROADS                    |           |     |     |     |     |     |     |     |     |     |     |     |      |     |     |     |     |     |     |     |     |     |     |     |     |
| ROADS                    |           |     |     |     |     |     |     |     |     |     |     |     |      |     |     |     |     |     |     |     |     |     |     |     |     |
| ROADS                    |           |     |     |     |     |     |     |     |     |     |     |     |      |     |     |     |     |     |     |     |     |     |     |     |     |
| ROADS                    |           |     |     |     |     |     |     |     |     |     |     |     |      |     |     |     |     |     |     |     |     |     |     |     |     |
| ROADS                    |           |     |     |     |     |     |     |     |     |     |     |     |      |     |     |     |     |     |     |     |     |     |     |     |     |
| ROADS                    |           |     |     |     |     |     |     |     |     |     |     |     |      |     |     |     |     |     |     |     |     |     |     |     |     |
| ROADS                    |           |     |     |     |     |     |     |     |     |     |     |     |      |     |     |     |     |     |     |     |     |     |     |     |     |
| ROADS                    |           |     |     |     |     |     |     |     |     |     |     |     |      |     |     |     |     |     |     |     |     |     |     |     |     |
| ROADS                    |           |     |     |     |     |     |     |     |     |     |     |     |      |     |     |     |     |     |     |     |     |     |     |     |     |
| ROADS                    |           |     |     |     |     |     |     |     |     |     |     |     |      |     |     |     |     |     |     |     |     |     |     |     |     |
| ROADS                    |           |     |     |     |     |     |     |     |     |     |     |     |      |     |     |     |     |     |     |     |     |     |     |     |     |
| ROADS                    |           |     |     |     |     |     |     |     |     |     |     |     |      |     |     |     |     |     |     |     |     |     |     |     |     |
| ROADS                    |           |     |     |     |     |     |     |     |     |     |     |     |      |     |     |     |     |     |     |     |     |     |     |     |     |
| ROADS                    |           |     |     |     |     |     |     |     |     |     |     |     |      |     |     |     |     |     |     |     |     |     |     |     |     |
| ROADS                    |           |     |     |     |     |     |     |     |     |     |     |     |      |     |     |     |     |     |     |     |     |     |     |     |     |
| ROADS                    |           |     |     |     |     |     |     |     |     |     |     |     |      |     |     |     |     |     |     |     |     |     |     |     |     |
| ROADS                    |           |     |     |     |     |     |     |     |     |     |     |     |      |     |     |     |     |     |     |     |     |     |     |     |     |
| ROADS                    |           |     |     |     |     |     |     |     |     |     |     |     |      |     |     |     |     |     |     |     |     |     |     |     |     |
| ROADS                    |           |     |     |     |     |     |     |     |     |     |     |     |      |     |     |     |     |     |     |     |     |     |     |     |     |
| ROADS                    |           |     |     |     |     |     |     |     |     |     |     |     |      |     |     |     |     |     |     |     |     |     |     |     |     |
| ROADS                    |           |     |     |     |     |     |     |     |     |     |     |     |      |     |     |     |     |     |     |     |     |     |     |     |     |
| ROADS                    |           |     |     |     |     |     |     |     |     |     |     |     |      |     |     |     |     |     |     |     |     |     |     |     |     |
| ROADS                    |           |     |     |     |     |     |     |     |     |     |     |     |      |     |     |     |     |     |     |     |     |     |     |     |     |
| ROADS                    |           |     |     |     |     |     |     |     |     |     |     |     |      |     |     |     |     |     |     |     |     |     |     |     |     |
| ROADS                    |           |     |     |     |     |     |     |     |     |     |     |     |      |     |     |     |     |     |     |     |     |     |     |     |     |
| ROADS                    |           |     |     |     |     |     |     |     |     |     |     |     |      |     |     |     |     |     |     |     |     |     |     |     |     |



# L&G Engineering

October 1, 2008

Transportation Consultants

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 September 2008. The following is attached:

- L & G's Invoice & Subconsultant Invoice (when applicable)
- Exhibit C "Project Schedule"

| TASK                                                                                                                                                                                                                                                                                          |      | % COMPL |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|---------|
| <b>FC 110 - DESIGN SCHEMATIC</b>                                                                                                                                                                                                                                                              |      |         |
| L&G has revised the schematic/matrix based on TxDOT comments and new utility information. A Public Meeting was held on September 16 <sup>th</sup> . We are revising the final schematic based on comments received at the public meeting.                                                     | L&G  | 95%     |
| <b>FC 120 - ENVIRONMENTAL FIELD WORK</b>                                                                                                                                                                                                                                                      |      |         |
| All field work has been completed.                                                                                                                                                                                                                                                            | L&G  | 100%    |
| <b>EC 120 - ENVIRONMENTAL DOCUMENTS</b>                                                                                                                                                                                                                                                       |      |         |
| A draft copy of EA has been submitted to TxDOT for initial review and comments.                                                                                                                                                                                                               | L&G  | 80%     |
| <b>EC 120 - PUBLIC INVOLVEMENT</b>                                                                                                                                                                                                                                                            |      |         |
| A public meeting was held on September 16 <sup>th</sup> at the M.A.D. Munoz Elementary School. L&G attended and assisted with the exhibits and presentation.                                                                                                                                  | L&G  | 90%     |
| <b>EC 120 - CULTURAL RESOURCE</b>                                                                                                                                                                                                                                                             |      |         |
| The cultural resource surveys are being scheduled for November 2008.                                                                                                                                                                                                                          | L&G  | 0%      |
| <b>EC 120 - PUBLIC INVOLVEMENT (OUTREACH)</b>                                                                                                                                                                                                                                                 |      |         |
| We have prepared names and addresses of property owners and Vazaldua & Assoc. designed and printed 4X6 notice cards for Public Meeting and hand delivered and counsel property owners on matters affecting their property. Meeting has been re-scheduled for September 16 <sup>th</sup> .     | L&G  | 62%     |
| <b>EC 150 - RIGHT-OF-WAY (ROW) MAPPING</b>                                                                                                                                                                                                                                                    |      |         |
| Existing lot corners have been located, existing ROW maps obtained and plotted, existing subdivision plats obtained and plotted and calculations for proper alignment is ongoing. ROW map file has been provided to L&G. A hard copy of all ROW information has been submitted to our office. | RODS | 100%    |
| <b>EC 150 - SURVEY PLANS AND DESIGN</b>                                                                                                                                                                                                                                                       |      |         |
| L&G has managed contract development with RODS. We continue to review all work submitted by surveyor. Surveyor has submitted survey, along with preliminary survey control index sheets.                                                                                                      | L&G  | 95%     |
| <b>EC 150 - SURVEY PLANS AND DESIGN</b>                                                                                                                                                                                                                                                       |      |         |
| Control points (BM's) are complete.                                                                                                                                                                                                                                                           | RODS | 100%    |

|                                                                                                                                                                                                                                                                                                                                                                                                                           |      |      |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|------|
| TC 940 - HORIZONTAL AND VERTICAL CONTROL                                                                                                                                                                                                                                                                                                                                                                                  |      |      |
| H&V Control has been established at 1000-ft. intervals (BM's) from 1000' North of SH 107 to 1000' South of Mile 10 North. A copy of the preliminary survey control index sheets has been submitted.                                                                                                                                                                                                                       | RODS | 100% |
| TC 100 - RUTWAYS, DRAINAGE, AND EARTHWORK                                                                                                                                                                                                                                                                                                                                                                                 |      |      |
| Typical sections for an 84' roadway have been developed. Intersection layouts are being finalized. We are adjusting the profile and centerline based on new utility information. Preliminary cross sections and earthwork are being developed.                                                                                                                                                                            | L&G  | 45%  |
| TC 161 - DRAINAGE                                                                                                                                                                                                                                                                                                                                                                                                         |      |      |
| We are evaluating each proposed outfall. We are beginning the storm drain layout. Storage and discharge curves are being developed for all 11 outfalls. We are sizing project entrances based on the hydrologic data that we have developed to-date.                                                                                                                                                                      | L&G  | 51%  |
| TC 102 - PAVEMENT MARKING/STRIPING                                                                                                                                                                                                                                                                                                                                                                                        |      |      |
| Preliminary pavement markings have been laid out on the schematic. Intersection stationing is being coordinated by TxDOT. Revisions have been made to the striping based on correct schematic.                                                                                                                                                                                                                            | L&G  | 34%  |
| TC 162 - RIGHT-OF-WAY/STATION                                                                                                                                                                                                                                                                                                                                                                                             |      |      |
| This task has not begun.                                                                                                                                                                                                                                                                                                                                                                                                  |      | 0%   |
| TC 163 - TRAFFIC CONTROL PLAN                                                                                                                                                                                                                                                                                                                                                                                             |      |      |
| We have completed the TCP typical sections and are currently developing the overall TCP plan.                                                                                                                                                                                                                                                                                                                             | L&G  | 24%  |
| TC 164 - IRRIGATION                                                                                                                                                                                                                                                                                                                                                                                                       |      |      |
| All irrigation crossings have been identified and existing conditions are being drafted. Coordination with the Donna Irrigation District is ongoing. Additional information needed is being obtained from existing project plans.                                                                                                                                                                                         | L&G  | 35%  |
| TC 165 - UTILITIES                                                                                                                                                                                                                                                                                                                                                                                                        |      |      |
| An initial site survey was conducted. Major compensable utilities have been identified and adjustment costs have been being analyzed and incorporated into the project. Initial letters have been sent to all utilities found within the project limits. We are coordinating with North Alamo Water Supply Corp. and Texas Gas on major compensable items. Parallel gas line has been exposed and tied down in the field. | L&G  | 55%  |
| TC 166 - CONTRACT MANAGEMENT                                                                                                                                                                                                                                                                                                                                                                                              |      |      |
| L&G continues to coordinate and manage the work required and providing County with updates. L&G Engineering met with Precinct #1 on September 15, 2008.                                                                                                                                                                                                                                                                   | L&G  | 51%  |
| TC 167 - CONSTRUCTION MANAGEMENT                                                                                                                                                                                                                                                                                                                                                                                          |      |      |
| This task has not begun.                                                                                                                                                                                                                                                                                                                                                                                                  | L&G  | 0%   |

Page 3

Should you have any questions regarding this submittal, please do not hesitate to call me at (956) 565-9813.

Sincerely,

A handwritten signature in black ink, appearing to read "Armando J. Sandoval".

Armando J. Sandoval, P.E.

Project Manager

Attachment

**SYLVIA S. HANDY  
COUNTY COMMISSIONER, PCT. 1**

**(956) 968-8733 FAX(956) 973-7804  
1902 JOE STEPHENS AVE.  
Weslaco, Texas 78596**

**FAX COVERSHEET**

**To:** Purchasing Dept.

**From:** Noe Montez

**Attn:** Letty Saenz

**Fax:**

**Pages:** 6

**Phone:**

**Date:** 10/1/08

**Re:** Po 596375

**CC:**

☐ **Urgent**   ☐ **For Review**   ☐ **Please Comment**   ☐ **Please Reply**   ☐ **Please Recycle**

**• Comments**

Please place the following inv #11322781 for L & G Engineering on the next CC meeting for approval for payment.

Thanks

Noe Montez

**NOTICE OF CONFIDENTIALITY**

THE INFORMATION CONTAINED IN THIS FACSIMILE MESSAGE IS LEGALLY PRIVILEGED AND CONFIDENTIAL INFORMATION INTENDED ONLY FOR THE USE OF THE INDIVIDUAL OR ENTITY NAMED ABOVE. IF THE READER OF THIS MESSAGE IS NOT THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION, DISTRIBUTION OR COPY OF THIS TELECOPY IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS TELECOPY IN ERROR, PLEASE IMMEDIATELY NOTIFY US BY TELEPHONE AND RETURN THIS MESSAGE TO US AT THE ABOVE ADDRESS VIA THE UNITED STATES POSTAL SERVICE. THANK YOU.

**AI-11548**

**19.B.2.**

**Pct. 1-Prof Engineering Svcs-Dos Logisitics Inc-C-8-320-10-07 &  
WA#1-Dos Land Surveying LLC-C-08-225-09-09**

**CC REGULAR**

**Date:** 10/07/2008

**Submitted By:** Letty Saenz, PURCHASING DEPT.

**Submitted For:** Marty Salazar

**Department:** PURCHASING DEPT.

**Agenda Area:** Purchasing Department

**Purchasing only:** Prct. 1

---

**Information**

**CAPTION**

A. Requesting approval of a professional engineering services contract with DOS LOGISTICS, INC. in the amount of \$70,136.00 for "Culvert Pipe-Bridge Washout on (Mile 3 North and FM 491) and (Mile 6 West and Mile 13 North including Martin Morales) Roads Project for Hidalgo County Precinct 1. (as selected after evaluation of S.O.Q. s from the POOL OF ENGINEERS and previously approved by C.C. on 09/02/08 for negotiation of the contract with DOS LOGISTICS, INC and as approved by legal counsel to proceed with final execution of contract).

B. Presentation for consideration, discussion, acceptance, and approval of Work Authorization #1 in the amount of \$25,400.00 with DOS LAND SURVEYING, LLC for the purposes of Professional Surveying Services for "Various Road & Bridge and CIP Projects" - (Pecan Avenue & Mile 1 East and Mile 20 North, Mile 21 North & Mile 7 West) in connection to Contract No. C-08-225-09-09.

**BACKGROUND**

Contract No. C-08-320-10-08-Dos Logisitics, Inc.  
Work Authorization No. 1-Dos Land Surveying, LLC

---

**Fiscal Impact**

**FISCAL YEAR:** 2008

**ACCT. #:** 8-1201-431-00-121-005-0-334/734

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

**MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

For caption A, pending LIT for \$70,000.00 from 733 to 433.

For caption B, \$9,000.0 will be funded from 734, 16400 will be funded form 731, funds available as of 10-3-08.

---

**Attachments**

Link: WA#1-Dos Land  
Surveying LLC

Link: Contract No.  
C-08-320-10-07-Dos  
Logistics Inc

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**Form Routing/Status**

| Route Seq | Inbox                 | Approved By    | Date                | Status |
|-----------|-----------------------|----------------|---------------------|--------|
| 1         | Purchasing Department | Marty Salazar  | 10/02/2008 05:04 PM | APRV   |
| 2         | Budget & Management   | Veronica Lopez | 10/03/2008 07:40 AM | APRV   |
| 3         | Ivan Cantu            | Ivan Cantu     | 10/03/2008 08:07 AM | APRV   |
| 4         | Auditor's Office      |                | 10/03/2008 05:27 PM | NEW    |

Form Started By: Letty Saenz  
Started On: 10/02/2008 01:36 PM

Final Approval Date: 10/03/2008

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# HIDALGO COUNTY

## Professional Surveying Services

Contract #C-08-225-09-09

### WORK AUTHORIZATION NO. 1

**THIS WORK AUTHORIZATION** is made pursuant to the terms and conditions of the Service Contract made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, "**DOS LAND SURVEYING, LLC**", professional surveyor of, Texas, hereinafter called "**Surveyor**".

#### **PART 1. SCOPE OF WORK**

The purpose of this Work Authorization is for the **Surveyor** to provide surveying services as it pertains to the following:

1. Pecan Ave. & Mile 1 East
2. Mile 20 North, Mile 21 North & Mile 7 West

The scope of services to be provided by the **Surveyor** is identified in **EXHIBIT "A" – Scope of Services to be Provided by the Surveyor** attached hereto.

#### **PART 2. ESTIMATED COST**

The estimated cost for services under this Work Authorization is \$ **25,400.00**. This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "B"**.

#### **PART 3. PAYMENT**

Compensation and payment to the **Surveyor** for the services established under this Work Authorization shall be made in accordance with Article/Part/Section 3 of the Agreement.

#### **PART 4. FUNDING**

This Work Authorization No.1 shall be funded through funding source:

Account No. **8-1201-431-00-121-005-0-734/334**

Requisition Number \_\_\_\_\_ (MUST BE INCLUDED AFTER CC APPROVAL)

#### **PART 5. PERIOD OF SERVICE**

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate **upon completion of scopes of the work.**

#### **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. 1, Commissioner, Sylvia S. Handy as to content and detail of this Work Authorization No. 1.

**HIDALGO COUNTY  
COMMISSIONER PRECINCT NO. 1**

BY: \_\_\_\_\_  
Sylvia Handy, County Commissioner

**PART 8. ACCEPTANCE AND APPROVAL**

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on \_\_\_\_\_ as indicated below and effective as of \_\_\_\_\_ day of \_\_\_\_\_, 2008.

**THE SURVEYOR:**  
DOS LAND SURVEYING, LLC

**THE OWNER:**  
HIDALGO COUNTY

BY: \_\_\_\_\_  
Eric C. Ybarra

BY: \_\_\_\_\_  
Juan D. Salinas, III, County Judge

**ATTEST:**

\_\_\_\_\_  
by: Arturo Guajardo, Jr., County Clerk

**LIST OF ATTACHMENTS**

|                  |                                             |
|------------------|---------------------------------------------|
| ATTACHMENT "A" - | Service to be Provided by the Surveyor      |
| ATTACHMENT "B" - | Payment/ Fee Schedule                       |
| ATTACHMENT "C" - | Insurance Requirements provided by Surveyor |
| ATTACHMENT "D" - | Work Authorization Form                     |

# **ATTACHMENT "A"**

## **Services to be Provided by the Surveyor**

Services and Capabilities of Dos Land Surveying:

### **Boundary Surveys**

A survey performed for the purpose of locating and marking property corners, boundary lines and/or easements of a given parcel of land. This involves record and field research, measurements, and computations to establish boundary lines in conformance with the rules and regulations of the Texas Board of Professional Land Surveying.

### **Parcel Plats for Right-of-Way Acquisitions**

A boundary survey prepared that creates a new parcel of land for the purpose of acquiring new right-of-way for roadways or utility easements. The survey is usually taken from a larger parent tract of land. A metes and bounds description is prepared along with the survey plat.

### **Control Surveys**

A survey performed for determining precise locations of horizontal and vertical control points for use in boundary determination, aerial photographs, topographical surveys, construction staking and related purposes. Horizontal coordinates are derived using the latest in GPS equipment. Vertical locations are derived using state of the art digital levels and are based on existing published benchmarks.

### **Construction Surveys**

Construction staking to establish the correct location of proposed structures as shown on improvement plans for construction of roads, parking lots, pipelines, buildings, etc.

### **Topographical Surveys**

A survey locating topographic features - natural and man-made - such as buildings, improvements, fences, elevations, trees, streams, roadways, contours of the land, etc. This type of survey may be required by a governmental agency, or may be used by engineers and/or architects for design of improvements or developments on a site and also may include a boundary survey.

### **As-Built Surveys**

A post-construction topographical survey which will include all structures and features of the property as well as all improvements that have been constructed.

**ATTACHMENT "B"**  
**Payment / Fee Schedule**

**A. Pecan Ave. & Mile 1 East**

Topographical and ROW survey on Mile East Road for approximately 0.5 miles  
Topographical and ROW survey on Pecan Ave. for Approximately 0.2 miles

**Total : \$9,000.00**

**B. Mile 20 North, Mile 21 North & Mile 7 West**

Topographical and ROW survey on Mile 20 North Road for approximately one (1) mile  
Topographical and ROW survey on Mile 21 North Road for approximately 0.5 miles  
Topographical and ROW survey on Mile 7 West Road for approximately 1.5 miles

**Total : \$16,400.00**

# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
10/1/2008

PRODUCER

Ron Robertson Insurance Agency  
7322 S.W. Frwy. Ste. 1850  
Houston, TX. 77074  
713-272-0558

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 DOS Land Surveying, LLC

212 West 3rd St.  
Weslaco, TX 78596  
956-968-8855

INSURERS AFFORDING COVERAGE

NAIC#

INSURER A: Interstate Fire & Casualty  
INSURER B: Texas Mutual Insurance Company  
INSURER C: HCC Specialty  
INSURER D: Sentinel Insurance/Hartford  
INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | ADD'L INSRD | TYPE OF INSURANCE                                                                                                                                                                                                                                                                                                         | POLICY NUMBER | POLICY EFFECTIVE DATE(MM/DD/YY) | POLICY EXPIRATION DATE(MM/DD/YY) | LIMITS                                                                                                                                                                                                                                   |
|----------|-------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|---------------------------------|----------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A        | X           | GENERAL LIABILITY<br><input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMSMADE <input checked="" type="checkbox"/> OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | CMR6200015    | 10-28-07                        | 10-27-08                         | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000<br>MED EXP (Any one person) \$ 5,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 1,000,000<br>PRODUCTS - COMP/OP AGG \$ 1,000,000 |
| D        |             | AUTOMOBILE LIABILITY<br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS<br><input checked="" type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS<br><input checked="" type="checkbox"/> NON-OWNED AUTOS                                                    | 61UECKO4005   | 8/8/08                          | 08/08/09                         | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$                                                                                |
|          |             | GARAGE LIABILITY<br><input type="checkbox"/> ANY AUTO                                                                                                                                                                                                                                                                     |               |                                 |                                  | AUTO ONLY - EA ACCIDENT \$<br>OTHER THAN AUTO ONLY: EA ACC \$<br>AGG \$                                                                                                                                                                  |
|          |             | EXCESS/UMBRELLA LIABILITY<br><input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMSMADE<br>DEDUCTIBLE<br>RETENTION \$                                                                                                                                                                                             |               |                                 |                                  | EACH OCCURRENCE \$<br>AGGREGATE \$<br>\$<br>\$<br>\$                                                                                                                                                                                     |
| B        |             | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?<br>If yes, describe under SPECIAL PROVISIONS below                                                                                                                                                             | 001176767     | 02-10-08                        | 02-10-09                         | <input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER<br>E.L. EACH ACCIDENT \$ 1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 1,000,000<br>E.L. DISEASE - POLICY LIMIT \$ 1,000,000                         |
| c        |             | OTHER<br>Professional Liability                                                                                                                                                                                                                                                                                           | S707-10575    | 10-28-07                        | 10-28-08                         | \$2,000,000 Occurrence<br>\$2,000,000 Aggregate                                                                                                                                                                                          |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Hidalgo County Pct. 1 100 E. Cano, 4th Floor, Adm. Bldg. Edinburg, Texas 78539

CERTIFICATE HOLDER

Hidalgo County Pct. 1  
100 E. Cano, 4th Floor, Admin Bldg.  
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

*Ron Robertson*

THE STATE OF TEXAS   §  
                                          §  
COUNTY OF HIDALGO   §

**AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES**  
**C-08-320-00-00**

**THIS AGREEMENT** is made, by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**", and **Dos Logistics, Inc.**, Professional Engineers of Weslaco, Texas, hereinafter called the "**Engineer**".

**W I T N E S S E T H:**

**WHEREAS**, the **Owner** desires to contract with the **Engineer** to provide Engineering Services for the, "**Culvert Pipe-Bridge Washout on (Mile 3 North and FM 491) and (Mile 6 West and Mile 13 North including Martin Moralez) Roads Projects**" for **Hidalgo County Precinct No. 1**.

**NOW, THEREFORE**, the **Owner** and the **Engineer** in consideration of the mutual covenants and agreements herein contained do mutually agree as follows:

**ARTICLE I**  
**Employment of Engineer**

The **Owner** agrees to employ the **Engineer** and the **Engineer** agrees to perform on-site civil engineering plans as stated in the articles to follow, and for having rendered such services, the **Owner** agrees to pay the **Engineer** compensation as stated in the articles to follow.

**ARTICLE 2**  
**Character and Extent of Services**

This Agreement will provide for the project with the following:

**2.1. Scope of Work.** The **Owner** will furnish items and provide those services for the development of and fulfillment of this Agreement, as identified in **EXHIBIT "A" -Services to be Provided by the Owner**, attached hereto and made a part of this Agreement. The **Engineer** shall render professional engineering services for the development and fulfillment of this Agreement as identified in **EXHIBIT "B"-Services to be Provided by the Engineer**, attached hereto and made a part of this Agreement.

**2.2 Classification of Services.** For this Agreement, the professional services to be provided by the **Engineer**, are more particularly identified in **EXHIBIT "B"**, attached hereto.

### **ARTICLE 3 Period of Service**

Upon execution of this Agreement, the **Engineer** shall proceed with the work outlined under Article 2 hereof.

**3.1 Termination Date.** This Agreement shall terminate at the close of business upon completion of this project (hereinafter referred to as the "**Termination Date**"), unless extended by written supplemental agreement, as provided in Article 8 hereof, duly executed by the **Engineer** and the **Owner** prior to the **Termination Date**, or otherwise terminated as provided in Article 3.4 herein and below. The **Owner** assumes no liability or obligation for payment to the **Engineer** for work performed or costs incurred by the **Engineer** prior to the date authorized by the **Owner** for the **Engineer** to begin work, during periods when work is suspended, or subsequent to the **Termination Date**.

**3.2 Extension of the Termination Date.** The **Engineer** shall notify the **Owner** in writing as soon as possible if it is determined, or reasonably anticipated, that the work under this Agreement cannot be completed before the **Termination Date**, and the **Owner** may, at the

**Owner's** sole discretion, extend the **Termination Date** by written supplemental agreement as provided in Article 7 hereof. The **Engineer** shall allow adequate time for review and approval by the **Owner** of the written notice and request by the **Engineer** to extend the **Termination Date**.

**3.3 Suspension of Work.** Should the **Owner** desire to suspend the work under this Agreement, but not terminate this Agreement, the **Owner** shall provide thirty (30) calendar days verbal notification to the **Engineer**, followed by written confirmation from the **Owner** to the **Engineer** to that effect. The thirty-day notice may be waived as agreed in writing by both the **Owner** and the **Engineer**. The work under this Agreement may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from the **Owner** to the **Engineer**. The sixty-day notice may be waived as agreed in writing by both the **Owner** and the **Engineer**.

If the **Owner** suspends the work, the **Termination Date** as identified above is not affected, and this Agreement will terminate on the date specified, unless extended by written supplemental agreement, as provided in Article 7 hereof, duly executed by the **Engineer** and the **Owner** prior to the **Termination Date**.

**3.4 Termination of Agreement.** This Agreement may be terminated before the stated **Termination Date** identified in Article 3.1 herein by any of the following conditions:

- (1) **Commitment of Current Revenues.** In the event that, during any term hereof, the **Owner** does not appropriate sufficient funds to meet to the obligations of this Agreement, the **Owner** may terminate this Agreement upon thirty (30) days written notice to the **Engineer**. The **Owner** agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a

continuing right to terminate this Agreement at the expiration of each budget period of the **Owner** pursuant to the provisions of Tex. Loc. Govt. Code Ann. § 271.903 (Vernon Supp. 1995).

- (2) By mutual agreement and consent, in writing, of both the **Engineer** and the **Owner**.
- (3) By the **Owner**, upon failure of the **Engineer** to fulfill the **Engineer's** obligations set forth herein in a satisfactory manner as determined by the **Owner** and in sole opinion of the **Owner**, after the **Owner** provides written notice to the **Engineer** of such failure and the **Engineer** has not corrected such failure within (30) days of such written notice by the **Owner**.
- (4) By the **Engineer**, upon failure of the **Owner** to fulfill the **Owner's** obligations set forth herein, after the **Engineer** provides written notice to the **Owner** of such failure and the **Owner** has not corrected such failure within thirty (30) days of such written notice by the **Engineer**.
- (5) By the **Owner** without cause upon thirty (30) days written notice to the **Engineer**.
- (6) By satisfactory completion of all services and obligations described herein.

Should the **Owner** terminate this Agreement as herein provided, no fees other than fees due and payable at the time of termination shall thereafter be paid to the **Engineer** notwithstanding anything herein to the contrary. In determining the value of the work performed by the **Engineer** prior to termination, the **Owner** shall be the sole judge of the value of such work performed. Compensation for work at termination will be based on a percentage of the work completed at that



time. Should the **Owner** terminate this Agreement under (5) of the paragraph above, the amount charged during the thirty (30) day notice period shall not exceed the amount charged during the preceding ninety (90) days.

If the termination of this Agreement is due to the failure of the **Engineer** to fulfill the **Engineer's** obligations under this Agreement, the **Owner** may take over the Work Schedule, Exhibit "C" and prosecute the work to completion. In such case, the **Engineer** shall be liable to the **Owner** for any additional cost occasioned by the **Owner**.

If the **Engineer** defaults in the performance of this Agreement or if the **Owner** terminates this Agreement for fault on the part of the **Engineer**, the **Owner** will give consideration to payment of an amount in settlement to include: the actual costs incurred by the **Engineer** in performing the work to the date of default, the amount of work required which was satisfactorily completed to date of default, the value of the work which is usable to the **Owner**, the cost to the **Owner** of employing another consultant and/or firm to complete the work required and the time required to do so, and other factors which affect the value to the **Owner** of the work performed at the time of default. This Agreement shall not be considered as specifying the exclusive remedy for any default by the **Engineer**, but all remedies existing at law and in equity may be availed of by either party and shall be cumulative.

The termination of the Agreement and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of the **Owner** and the **Engineer** under this Agreement, except the obligations set forth in Articles 11, 13, 14.3 and 15 hereto.

## **ARTICLE 4**

### **Progress and Coordination**

The **Engineer** shall, from time to time during the progress of the work, confer with the **Owner**. The **Engineer** shall prepare and present such information as may be pertinent and necessary, or as may be requested by the **Owner**, in order to evaluate features of the **Engineer's** services and work.

At the request of the **Owner** or the **Engineer**, conferences shall be provided at the **Engineer's** office, the office of the **Owner**, or at other locations designated by the **Owner**. These conferences shall also include evaluation of the **Engineer's** services and work when requested by the **Owner**.

All applicable study reports shall be submitted in preliminary form for approval by the **Owner** before the final report is issued. The **Owner's** comments regarding the **Engineer's** preliminary report will be addressed by the **Engineer** in the final report.

If funds by other agencies or entities are to be used for the development of the **Project** under this Agreement, the **Engineer's** services and work will be subject to periodic review and approval by other agencies or entities, including those of the city, county, state, and/or federal agencies.

Should it be determined that the progress in the production of the **Engineer's** services and work does not satisfy the requirements of the Scope of Services as provided by the engineer, the **Owner** shall review the approved Scope of Services with the **Engineer** to determine the corrective action needed by either the **Owner** or the **Engineer**.

The **Engineer** shall promptly advise the **Owner** in writing of events which have a significant impact upon the progress of the **Engineer's** services and work and the approved Scope of Services, including:

- (1) problems, delays, adverse conditions which will materially affect the ability to attain contract objectives, prevent the meeting of time schedules and goals, this disclosure will be accompanied by a statement by the **Engineer** of recommended or immediate action taken, or contemplated, and any **Owner** or other agency or entity assistance needed to resolve the situation; and
- (2) favorable developments or events which enable meeting the Scope of Services goals sooner than anticipated.

## **ARTICLE 5 Compensation and Fees**

For and in consideration of the services to be rendered by the **Engineer**, the **Owner** shall compensate the **Engineer** as follows:

**5.1 Services.** For and in consideration of the **Services** to be rendered by the **Engineer**, as identified in Article 2 and more particularly identified in **EXHIBIT "B"**, attached hereto, the amount payable by the **Owner** to the **Engineer** for **Services** will be in the amount of **\$70,136.00**, subject to adjustment in accordance with Article 6.1 herein, will be provided in **EXHIBIT D1 - Fee Breakdown** attached. Payments to the **Engineer** for **Services** shall be made by the **Owner**, upon presentation by the **Engineer** of the **Request for Payment**, in accordance with the terms and provisions of Article 6 herein.

## **ARTICLE 6**

### **Method of Payment**

**6.1 Request for Payment.** Payments to the **Engineer** for services rendered will be made while work is in progress as executed through a lump sum fee assigned. The **Engineer** shall prepare and submit to the **Owner** monthly progress reports in sufficient detail to support the progress of the work and in support of a request for payment (hereinafter referred to as "**Request for Payment**"). The progress report shall indicate the percent completion of the work accomplished by the **Engineer** during the billing period and to the date of the **Request for Payment**. On or before noon of the first Monday of each month during the performance of the services, the **Engineer** shall submit to the **Owner** for approval a **Request for Payment**. Payment of the lump sum fee identified in the **Request for Payment** will be in proportion to the percent completion of the work tasks identified together with a detailed breakdown of the amount and the sum of all prior payments. The **Owner** shall review each such **Request for Payment** and may make such exceptions as the **Owner** reasonably deems necessary or appropriate under the circumstances then existing. About ten (10) working days after the Commissioners Court of the **Owner** meets approving such payment, the **Owner** shall make payment to the **Engineer** in the amount approved as aforesaid subject to Article 6.4 herein and below.

**6.2 Final Payment.** After final completion of the work and acceptance thereof by the **Owner**, the **Engineer** shall submit a final request for payment ("**Final Request for Payment**") which shall set forth all amounts due and remaining unpaid to the **Engineer** and upon approval thereof by the **Owner**, the **Owner** shall pay to the **Engineer** the amount due ("**Final Payment**") under such **Final Request for Payment** in accordance with the provisions of Article 6.1 hereof. The **Final Payment** shall not be made until the **Engineer** delivers to the **Owner** an affidavit that so

far as the **Engineer** has knowledge or information any and all amounts due for materials and services over which the **Engineer** has control have been paid.

**6.3 Qualification on Obligations to Pay.** Any provision hereof to the contrary notwithstanding, the **Owner** shall not be obligated to make any payment (whether a payment under Article 6.1 hereof or **Final Payment**) to the **Engineer** hereunder if any one or more of the following conditions precedent exist:

- (1) The **Engineer** is in default of any of its obligations hereunder or otherwise is in default under this Agreement or under any contract documents related to this Agreement;
- (2) Any part of such payment is attributable to the **Engineer's** services which are not performed in accordance with this Agreement; provided, however, such payment shall be made as to the part thereof attributable to the **Engineer's** services which were performed in accordance with this Agreement;
- (3) The **Engineer** has failed to make payments promptly to consultants or other third parties used for which the **Owner** has made payment to the **Engineer**;
- (4) If the **Owner**, in good faith judgment, determines that the portion of the compensation then remaining unpaid will not be sufficient to complete the **Engineer's** services in accordance with this Agreement, no additional payments will be due the **Engineer** hereunder unless and until the **Engineer**, at its sole cost, performs a sufficient portion of the **Engineer's** services so that such portion of the compensation then remaining unpaid is determined by the **Owner** to be sufficient to so complete the **Engineer's** services.

**6.4** No partial payment made hereunder shall be or construed to be final acceptance or approval of that part of the **Engineer's** services to which such partial payment related or relieves the **Engineer** of any of its obligations hereunder with respect thereto.

**6.5** The **Engineer** shall promptly pay all bills for labor and material performed and furnished by others in connection with the performance of the **Engineer's** services.

**6.6 Waiver.** The making of the **Final Payment** shall constitute a waiver of all claims by the **Owner** except those arising from (1) faulty or defective services of the **Engineer** appearing after completion of the **Project**, or (2) failure of the **Engineer's** services to comply with the requirements of this Agreement. The acceptance of **Final Payment** shall constitute a waiver of all claims by the **Engineer** except those previously made in writing and identified by the **Engineer** as unsettled at the time of the **Final Request for Payment**.

## **ARTICLE 7 Supplemental Agreements**

The terms of this Agreement may be amended by supplemental agreement if the **Owner** determines that (1) there is a need to extend the **Termination Date** identified in Article 3.1 hereof, (2) there has been a significant change in the scope, complexity or character of the services to be performed by the **Engineer**, and/or (3) for any other reason agreeable to the **Owner** and the **Engineer**.

If determined appropriate by the **Owner**, additional compensation to the **Engineer** for (1), (2) and/or (3) above shall be paid as a negotiated lump sum fee at the **Contract Rates** specified in **EXHIBIT "DI"**, attached hereto. The negotiated lump sum fee shall be incorporated into the **Supplemental Agreement**.

Any **Supplemental Agreement** must be executed by both the **Engineer** and the **Owner** prior to the **Termination Date** specified in Article 3 hereof.

It is distinctly understood and agreed that no claim by the **Engineer** for additional work, as identified in Article 8 hereof, or changes or revisions in work, as identified in Article 9 hereof, shall be made by the **Engineer** until full execution of the **Supplemental Agreement** and authorization

to proceed is granted by the **Owner**. The **Owner** reserves the right to withhold payment to the **Engineer** pending verification of satisfactory work performed by the **Engineer**.

## **ARTICLE 8** **Additional Work**

If the **Engineer** is of the opinion that any work it has been directed to perform is beyond the scope of this Agreement and constitutes extra work, the **Engineer** shall promptly notify the **Owner** in writing. In the event the **Owner** finds that such work does constitute extra work, the **Owner** shall so advise the **Engineer** and a written supplemental agreement will be executed between the **Owner** and the **Engineer** as provided herein. The **Engineer** shall not perform any proposed additional work or incur any additional costs prior to the execution by both the **Engineer** and the **Owner** of a supplemental agreement. Additional compensation from the **Owner** to the **Engineer** shall be paid as a negotiated lump sum fee at the **Contract Rates** specified in **EXHIBIT "DI"**, attached hereto. The negotiated lump sum fee shall be incorporated into the supplemental agreement as specified in Article 7 hereof. The **Owner** shall not be liable or under any obligation to compensate the **Engineer** for work performed or costs incurred by the **Engineer** relating to additional work not directly associated with the performance of the work authorized in this Agreement or as amended through supplemental agreement.

## **ARTICLE 9** **Changes or Revisions in Work**

If the **Owner** finds it necessary to request changes to the work, and the changes are within the applications of sound engineering principles, the **Engineer** shall make such revisions if requested and directed by the **Owner**.

**9.1 Preliminary Work.** The **Engineer** will make, without expense to the **Owner**, such revisions of any preliminary reports or drawings as may be required to meet the needs of the **Owner** and the applications of sound engineering principles.

## **ARTICLE 10 Ownership and Release of Documents**

### **10.1 Ownership of Documents.**

All documents furnished to the **Engineer** by the **Owner** shall be delivered to the **Owner** upon completion or termination of this Agreement. The **Engineer**, at the **Engineer's** own expense, may retain copies of such documents or any other data under this Agreement.

## **ARTICLE 11 Records, Accounting, Inspection**

The **Engineer** shall keep full and detailed records and accounts in a manner approved by the **Owner**. The **Engineer** shall afford the **Owner's** authorized personnel and independent auditors, if any, full access to the work performed by the **Engineer** regarding the Work Schedule Exhibit "C" and to all of the **Engineer's** books, records, correspondence, instructions, drawings, receipts, vouchers and other documents relating to such work under this Agreement, and the **Engineer** shall preserve all such records for three (3) years after final payment. The **Engineer** shall deliver to the **Owner** upon completion of such work, a statement of the cost of such work detailed according to the accounting procedure and requirements of the **Owner**.

## **ARTICLE 12 Subcontracting and Assignment**

The **Engineer** shall not assign, subcontract or transfer the **Engineer's** interest in this Agreement without the prior written consent of the **Owner**. The **Engineer** shall bind every sub-



consultant by written subcontract to observe all the terms of this Agreement to the extent that they may be applicable to each sub-consultant. No subcontract relieves the **Engineer** of any responsibilities under this Agreement.

The **Engineer**, and the **Owner**, do hereby bind themselves, their successors, executors, administrators and assigns to each other party of this Agreement and to the successors, executors, administrators, and assigns of such other party in respect to all covenants of this contract.

### **ARTICLE 13**

#### **Engineer's Seal, Responsibility and Warranties**

**13.1 Engineer's Seal.** The **Engineer** shall assign a responsible engineer or engineers licensed to practice in the State of Texas, who shall sign, seal and date all appropriate engineering submissions to the **Owner** in accordance with the Texas Engineering Practice Act and the Rules of the State Board of Registration for Professional Engineers.

**13.2 Engineer's Responsibility.** The **Engineer** shall be responsible for the accuracy of the work performed, and shall promptly make necessary revisions or corrections resulting from errors, omissions, or negligent acts by the **Engineer**. No additional compensation will be made to the **Engineer** for any necessary revisions or corrections resulting from errors, omissions, or negligent acts by the **Engineer**.

The **Engineer's** responsibility for all questions arising from errors and/or omissions will be determined by the **Owner** or a designee appointed by the **Owner**. The **Engineer** will not be relieved of the responsibility for subsequent correction of any such errors or omissions or for clarification of any ambiguities until after the construction phase of the **Project** has been completed.

## **ARTICLE 14**

### **Engineer's Resources**

The **Engineer** shall furnish and maintain, at the **Engineer's** own expense, office space for the performance of all services, skilled and sufficient personnel, as well as adequate and sufficient equipment to perform the services as required under this Agreement.

**14.1 Project Manager.** The **Engineer** shall provide a manager (**Project Manager**) that is a registered professional engineer in the State of Texas. The **Project Manager** shall have such knowledge and experience as will enable the **Project Manager** to perform the duties required for the services under this Agreement. The **Engineer** may not change the **Project Manager** during the course of the Work Authorization without prior consent of the **Owner**. If, due to situations beyond the control of the **Engineer**, the **Engineer** must change the **Project Manager** prior to the completion and acceptance of the improvements, the **Engineer** will submit a request to change the **Project Manager** to the **Owner** for approval.

**14.2 Employees of the Engineer.** All employees of the **Engineer** shall have such knowledge and experience as will enable them to perform the duties assigned to them and required for the services under this Agreement. Any employee of the **Engineer** who, in the opinion of the **Owner**, is incompetent, or whose conduct becomes detrimental to the work required under this Agreement, shall immediately be removed from association with the Work Authorization when so instructed by the **Owner**. The **Engineer** certifies that the **Engineer** presently has employed sufficient and qualified personnel, and will maintain sufficient and qualified personnel for performance of the services under this Agreement.

**14.3 Documents/Information Exchange.** The purpose of this Article is to define the required automated resources, format for graphics files, and information exchange. Taking into

consideration that the **Owner** has a significant investment in the development of the information provided, there is a need for the **Engineer** to provide consistency in document development for information exchange. Consistency in document development for information exchange and production will help facilitate an economically efficient improvement. Therefore, the **Engineer** shall provide the **Owner** with documents and information in accordance with the special requirements outlined in **EXHIBIT "B"** attached hereto.

#### **ARTICLE 15 Indemnification**

To the fullest extent permitted by applicable law, the **Engineer** and its agents, partners, subcontractors, and consultants (collectively "**Indemnitors**") shall and do agree to indemnify, and hold harmless the **Owner**, the **Owner's** respective directors, elected officials, employees and agents (collectively "**Indemnitees**") from and against all claims, damages, losses, liens, causes of action, suits, judgments and expenses, including attorney fees, of any nature, kind or description (collectively "**Liabilities**") of any person or entity whomsoever arising out of, caused by or resulting from the negligent performance of the **Engineer's** services through activities of the **Engineer**, its agents, partners, subcontractors and/or consultants performed under this Agreement, and which are caused by or result from error, omission, or negligent act of the **Engineer** or of any person employed or contracted by the **Engineer** provided that any such **Liabilities** (1) are attributable to bodily injury, personal injury, sickness, disease or death of any person, or to the injury to or destruction of tangible personal property including the loss of use and consequential damages resulting therefrom and (2) are caused in whole or in part by any negligent act or omission of the **Engineer**, anyone directly or indirectly employed by the **Engineer** or anyone for whose acts the **Engineer** may be legally liable. The **Engineer** shall also save harmless the **Owner** from any and all

expense, including, but not limited to, attorney fees which may be incurred by the **Owner** in litigation or otherwise resisting said claim or liabilities which may be imposed on the **Owner** as a result of such activities by the **Engineer**, its agents, partners, subcontractors and/or consultants. In this connection, it is agreed and understood that the **Engineer** shall not be responsible for any portion of the liability proximately caused by the **Owner's** negligence.

#### **ARTICLE 16**

##### **Joint and Several Liability**

In the event more than one of the **Indemnitors** are connected with an accident or occurrence covered by the indemnification in Article 19 hereof, then each of such **Indemnitors** shall be jointly and severally responsible to the **Indemnitees** for indemnification and the ultimate responsibility among such **Indemnitors** for the loss and expense of any such indemnification shall be settled by separate proceedings and without jeopardy to any **Indemnitee**. The provisions of this Article shall not be construed to eliminate or reduce any other indemnification or right which the **Owner** or any of the **Indemnitees** has by law.

#### **ARTICLE 17**

##### **Insurance**

The **Engineer** shall obtain and maintain insurance in the limits of liability for each of the types of insurance coverage identified as follows:

- (1) Workers' Compensation, endorsed with a waiver of subrogation in favor of the **Owner** in accordance with the statutory obligations imposed by Worker's Compensation or Occupational Disease laws under the Texas Workers' Compensation Law ("**Statutory Texas**").

- (2) Commercial General Liability, endorsed with the **Owner** as an additional insured and endorsed with a waiver of subrogation in favor of the **Owner** *all to the extent of the liabilities assumed by the Engineer under Article 15 and Article 16 herein*, in limits of liability not less than one million dollars (**\$1,000,000**) combined single limit each occurrence and in the aggregate for bodily injury and property damage.
- (3) Texas Business Automobile Policy, endorsed with the **Owner** as an additional insured and endorsed with a waiver of subrogation in favor of the **Owner** *all to the extent of the liabilities assumed by the Engineer under Article 15 and Article 16 herein*, in limits of liability not less than two hundred fifty thousand dollars (**\$250,000**) each person for bodily injury, five hundred thousand dollars (**\$500,000**) each occurrence for bodily injury, and one hundred thousand dollars (**\$100,000**) each occurrence for property damage.
- (4) Professional Liability in limits of (**\$1,000,000**) each claim and aggregate.

The **Engineer** covenants and agrees to maintain an insurance policy in the minimum limits of liability for each of the types of insurance coverage identified above. The **Engineer** shall furnish the **Owner** with a certificate of insurance (**Hidalgo County Certificate of Insurance**) showing the said policy to be in full force and effect during the period of service, identified in Article 3 hereto, for this Agreement. The completed **Hidalgo County Certificate of Insurance** shall be attached hereto and identified as **EXHIBIT "E"- Hidalgo County Certificate of Insurance**. The **Engineer** will be considered in breach of contract should the **Engineer** fail to maintain an insurance policy in the minimum limits of liability and requirements identified above while performing services for and under this Agreement, and will be subject to default and termination of the Agreement as outlined in Article 3.4 hereto. Additionally, the **Engineer** covenants and agrees to use its best efforts to

maintain an insurance policy in the minimum limits of liability and requirements identified above until one year following the date of the acceptance of the notice to proceed by the **Owner**.

#### **ARTICLE 18** **Gratuities**

The **Owner** mandates that employees of the **Owner** shall not accept any benefits, gifts or favors from any person doing business or who reasonably speaking may do business with the **Owner** under this Agreement; the only exceptions allowed are ordinary business meals. Any person doing business with or who may reasonably seeking to do business with the **Owner** under this Agreement may not make any offer of benefits, gifts or favors to **Owner** employees, except as mentioned herein above. Failure on the part of the **Engineer** to adhere to this provision may result in the termination of this Agreement.

#### **ARTICLE 19** **Payment of Franchise Tax**

The **Engineer** hereby certifies that the **Engineer** is not delinquent in Texas franchise tax payments, or that the **Engineer** is exempt from, or not subject to, such a tax. A false statement concerning corporation's franchise tax status shall constitute grounds for termination of the Agreement at the sole option of the **Owner**.

#### **ARTICLE 20** **Severability**

In the event any one or more of the provisions contained in this Agreement shall for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

## **ARTICLE 21**

### **Notices**

All notices to either party by the other required under this Agreement shall be personally delivered or mailed to such party at the following respective addresses:

**Owner:** Hidalgo County  
100 East Cano, 2<sup>nd</sup> Floor  
Edinburg, Texas 78539

**Engineer:** Dos Logistics, Inc.  
212 West 3<sup>rd</sup> Street  
Weslaco, Texas 78596

The address may be changed by either party by written notice, and notice so mailed shall be effective upon mailing.

## **ARTICLE 22**

### **Miscellaneous Provisions**

(a) This Agreement constitutes the entire Agreement between the **Engineer** and the **Owner** relating to the work herein described, and supersedes any prior understanding or written or oral contracts between the parties respecting the subject matter defined herein. There are no previous or contemporary representations or warranties of the **Owner** or the **Engineer** not set forth herein.

(b) Except as specifically provided herein, no modification, waiver, termination, rescission, discharge, or cancellation of this Agreement or of any terms thereof shall be binding on the **Owner** unless in writing and executed by an officer or employee of the **Owner** specifically authorized to do so.

(c) No waiver of any provision of or a default under this Agreement shall affect the right of the **Owner** thereafter to enforce said provision or to exercise any right or remedy in the event of any other default, whether or not similar.

(d) No modification, waiver, termination, discharge or cancellation of this Agreement or of any terms thereof shall impair the **Owner's** rights with respect to any liabilities, whether or not liquidated, of the **Engineer** to the **Owner** theretofore accrued.

(e) All rights and remedies of the **Owner** specified in this Agreement are in addition to the **Owner's** other rights and remedies.

(f) The **Engineer** shall remain an independent contractor and shall have no power, nor shall the **Engineer** represent that the **Engineer** has any power, to bind the **Owner** or to assume or to create any obligation express or implied on behalf of the **Owner** except as specifically authorized in advance by the **Owner**.

(g) The Agreement shall be construed under the laws of the State of Texas and is performable in Hidalgo County, Texas.

(h) This Agreement may only be amended by a written document executed by the **Owner** and the **Engineer** as provided by Article 7 herein.

### **ARTICLE 23**

#### **Signatory Warranty**

The undersigned signatory or signatories for the **Engineer** hereby represent and warrant that the signatory is an officer of the organization for which he or she has executed this Agreement, and that he or she has full and complete authority to enter into this Agreement on behalf of the **Engineer**. The above-stated representations and warranties are made for the purpose of inducing the **Owner** to enter into this Agreement.



**IN WITNESS WHEREOF**, the **Engineer** and the **Owner** have caused this **Agreement for Professional Services** to be effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 2008.

**ENGINEER:**

**DOS LOGISTICS, INC.**

**BY:** \_\_\_\_\_  
Eric C. Ybarra, President/CEO

**OWNER:**  
**HIDALGO COUNTY**

**BY:** \_\_\_\_\_  
Juan D. Salinas, County Judge

**ATTEST:**

\_\_\_\_\_  
Arturo Guajardo, Jr., County Clerk

**APPROVED AS TO FORM:**  
Atlas & Hall L.L.P.

\_\_\_\_\_  
By: Stephen L. Crain

**ATTACHMENTS:**

|                    |                                                     |
|--------------------|-----------------------------------------------------|
| <b>EXHIBIT A</b>   | -Scope of Services to be Provided by the Owner      |
| <b>EXHIBIT B</b>   | -Scope of Services to be Provided by the Engineer   |
| <b>EXHIBIT C</b>   | -Work Schedule                                      |
| <b>EXHIBIT D</b>   | -Engineer's Contract Rates                          |
| <b>EXHIBIT D I</b> | -Fee Breakdown                                      |
| <b>EXHIBIT E</b>   | -Certificate of Insurance ( <i>Hidalgo County</i> ) |

# **EXHIBIT A**

-Scope of Services to be  
Provided by the Owner

## EXHIBIT "A"

### **Services to be provided by the OWNER**

The following provides an outline of the services to be provided by the **OWNER** in the development of the Project.

The **OWNER** will provide to the **ENGINEER** the following:

- (1) Authorization to the **ENGINEER** to begin work in accordance with Section 3 of this Agreement.
- (2) Payment for work performed by the **ENGINEER** and accepted by the **OWNER** in accordance with Section 6 of the Agreement.
- (3) Assistance to the **ENGINEER**, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies that the **ENGINEER** cannot easily obtain.
- (4) Provide any available relevant data the **OWNER** may have on file concerning the project.
- (5) Provide timely review and decisions in response to the **ENGINEER'S** request for information and/or required submittals and deliverables, in order for the **ENGINEER** to maintain the agreed-upon work schedule prepared in accordance with Attachment "C" of this Agreement.
- (6) Attend and participate in progress meetings as required and as coordinated and conducted by the **ENGINEER**.
- (7) Assist the **ENGINEER** in the preparation of the project mailing list; provide representation, a site and stenographer for all public meetings; additionally:

*Public Meetings*

- (a) Approve agenda and all exhibits prior to public meeting.
  - (b) Approve date and location of the meeting.
  - (c) Review/approve Public Meeting Report.
- (8) Attend the Preliminary Concept Conference coordinated and conducted by the **ENGINEER** and more particularly identified in Attachment "B" of the Agreement.
  - (9) Assist the **ENGINEER** as required in the coordination with the **USACE** and the Federal Emergency Management Agency (**FEMA**) and any other coordinating agency or entity.
  - (10) Review and approve the Project design criteria.
  - (11) Review and approve change orders as required and prepared by the **ENGINEER**.

# **EXHIBIT B**

**-Scope of Services to be  
Provided by the Engineer**

## **EXHIBIT "B"**

### **Services to be Provided by the Engineer**

The project will consist of data collection, preliminary engineering analysis, engineering design, bidding assistance, and construction administrative services for replacing two Culvert Pipe crossings removed on Mile 13 and Martin Morales off of Mile 6 along with providing a new roadside ditch and re-grading an existing ditch (approx. 0.5 miles).

The project is divided into six phases, Preliminary Engineering and Design, Final Design, Construction Phase Services, QA/QC Services, and Special Services.

The Data Collection Services includes compilation of survey, engineering and related data.

The Preliminary Engineering and Design phase will provide the general data collection, and develop the Preliminary Engineering plans to the schematic level, and will include typical channel sections, locations and sizes of drainage structures at roadway and irrigation canal crossings, and related information to provide information for Final Design. This phase will develop the proposed plans to the 30-percent level required for completed plans, specifications and estimates (PS&E).

The Final Design Phase will include all plans and specifications needed to go out for construction. This section of the project will be developed to complete PS&E, for use by the County.

#### **PHASE 1     Data Collection**

##### **A. Survey**

1.     Ties to physical features within a the existing drainage easement   edge of pavement, water, sewer, electric, telephone, cable, and irrigation systems, driveways, sheds, trees , etc.
2.     Ground shots for topo, within the easement. Ground shots will include tops and toes of slopes of existing drainage ditch, tops and toes of berms, top and low line shots of any culverts, roadway crossing, slab elevations, and related features.
3.     Cross sections will be taken at approximately 250-ft intervals. Additional sections will be taken at upstream and downstream of roadway crossings, and ditch crossings.

##### **B. Engineering**

1.     Proposed plans and calculations for outfall drainage.
2.     LIDAR and aerial photos when available.
3.     County design requirements.

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" Culvert Pipe Bridge Washout"

4. Plans for other projects impacted by proposed drainage channel.

## **PHASE II Preliminary Engineering and Design**

### **A. Preliminary Engineering**

1. Confirm route selection and limits of work.
2. Prepare project layout and drainage area map.
3. Prepare basic hydrologic & hydraulic calculations based on County requirements.
4. Determine structure sizing and limits of pavement repair on crossing structures.
5. Develop hydraulic model of project.
6. Develop preliminary Engineers Opinion of Construction Cost estimates.
7. County Review.

### **I. Preliminary Design Plans (30%)**

- a. Prepare General Drawings
- b. Prepare Plan and Profile Schematic
- c. Preliminary plan and profile for drainage structures
- d. Preliminary hydraulic calculations sheets
- e. Preliminary typical section sheets
- f. Submit for county Review and approval prior to final design

## **PHASE II FINAL DESIGN**

### **1. Drainage Design**

The Engineer shall perform drainage design for the proposed improvements to existing facilities within the **Project**. The design of drainage improvements shall conform to the **Project** design criteria, and when possible, the standard designs required by the Owner (City, County, or State) of any associated roadways. These designs shall in all respects combine the application of sound engineering principles, and shall be submitted to the applicable City, County, State, and/or Federal agencies for approval. If additional geotechnical borings or geotechnical engineering is required, the Engineer will request additional funds in the form of a supplemental agreement to this work authorization.

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**EXHIBIT "B"**  
Page 2 of 5

2. Roadway Design

The Engineer shall perform roadway design for any intersecting roadway approaches to the proposed improvements of the **Project**. The design of these roadways shall conform to the Project design criteria, and when possible, the standard designs required by the Owner (City, County, or State) of the associated roadways. These designs shall in all respects combine the application of sound engineering principles, and shall be submitted to the applicable City, County, State, and/or Federal agencies for approval.

3. Bridge Design

The **Engineer** shall perform bridge design required for any roadway crossings to the proposed improvements to the existing channels and/or proposed channels of the **Project**. The design of these bridges shall conform to the **Project** design criteria, required by the Owner (City, County, or State), of any associated bridge structure and/or roadway, and the requirements set forth by the latest version of the American Association of State Highway and Transportation Officials (AASHTO), "Standard Specifications for Highway Bridges". These designs shall in all respects combine the application of sound engineering principles with a high degree of economy, and shall be submitted to the applicable City, County, State, and/or Federal agencies for approval.

4. Plans, Specifications & Estimates (PS&E)

- i. The **Engineer** shall prepare contract drawings, specifications and estimates for construction of the Project or portions of the Project as authorized by the Owner. These documents shall in all respects combine the application of sound engineering principles, and shall be submitted to the applicable City, County, State and/or Federal agencies for approval.
- ii. All final plan sheets shall be developed by the Engineer, on 11" x 17" reproducible, 4 mil, double-matte, white, opaque film.
- iii. Graphics files shall be developed by the Engineer in AutoCADD design file format, and must plot consistent with the reproducible plots submitted.
- iv. **Plan Sheets** Plan sheets developed by the Engineer shall include, but not be limited to, title sheet, typical sections, sequence of construction, traffic control (as applicable), specification data (including schedules for minimum sampling and testing), estimate and quantity, plan-profile, channel details, roadway details (as applicable), bridge and culvert details, hydraulic details, and standards. (Standards may be used from governing entities, but must be signed and dated by the Project Engineer of responsible supervision as being applicable to the Project.)
- v. **Specifications.** Whenever possible, the Engineer shall use for roadways and bridges the latest version of the Texas Department of Transportation's Standard Specification for Construction and Maintenance of Highways, Streets and Bridges. Other specifications may be developed by the Engineer, but must incorporate, to

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**EXHIBIT "B"**

Page 3 of 5

the extent possible, references to standard requirements of AASHTO design and AASHTO testing procedures.

- vi. **Estimates.** The Engineer shall prepare detailed cost estimates and proposals of authorized construction, which shall include summaries of bid items and quantities based, insofar as practicable on the unit price system of bidding. The Engineer shall not be required to guarantee the accuracy of those estimates.

- 5. **Construction Phase Services.** The Engineer shall provide engineering services for each authorized construction contract of the Project. Specific engineering work activities, tasks, and/or special services to be provided by the Engineer will include:

- a) **Construction Bidding**

The Engineer shall prepare the documents for all necessary copies of approved plan, specifications, notices to bidders, and proposals.

*Note:* Services for assistance in advertising for each authorized construction contract for the Project action on the bid proposals received, and the preparation of formal contract documents for the award of each construction contract will be performed by the Engineer

- b) **Project Site Representation**

The Engineer shall prepare the documents for all necessary copies of approved plan, specifications, notices to bidders, and proposals.

1. In general, the Engineer shall provide the engineering support and data required for consultation and advisement to the Owner, and protect the Owner against defects and deficiencies in the work of the Contractor.
2. **Monthly Reports.** The Engineer shall provide the engineering support and data required to monitor the Contractor's progress on a monthly basis. This information will be utilized for the development of the monthly progress report to be provided to the Owner.
3. **Contractor Payment.** The Engineer shall take measurements and calculate quantities, in accordance with the construction contract specifications, of those items of work accepted and conforming to the construction contract specifications, for the preparation of the monthly and final estimates for payment to the Contractor.  
*Note:* The Engineer is not responsible for actual payments to Contractor
4. The Engineer will provide Project site representation of the authorized construction contract as follows:

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- a. **Project Engineer.** The Engineer will provide visits by the Project Engineer or a competent representative of the Engineer to the site of construction at least one time per month for the purpose of monitoring the Contractor's progress and conformance to the construction contract plans and specifications.
- b. **Resident Engineer.** If authorized by the Owner, the Engineer will furnish the services of a Resident Engineer and/or construction representative(s) for continuous on-the-site representation. If the Owner requests the Engineer provide the services of the Resident Engineer, this will be considered special services and will require a supplemental agreement to this work authorization.

5. **Miscellaneous Technical Activities**

- a) **Shop Drawings.** The Engineer shall review and check all shop or working drawing furnished by the Contractor. If an individual shop or working drawing requires more than two (2) reviews, then all additional reviews by the Engineer will be considered special services.
- b) **Control of Materials & Equipment.** The Engineer shall review inspection reports of all materials and equipment furnished/used by the Contractor as follows:
  - a. Review all laboratory, shop and mill tests of materials and equipment for compliance with the contract specifications.
  - b. Review Project record testing and/or independent assurance testing reports as outlined in the contract specifications.
- c) **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 order, which may be required due to actual field conditions encountered or new requirements directed by the Owner. If the change order will be considered as special services.

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" Culvert Pipe Bridge Washout "

# **EXHIBIT C**

## **-Work Schedule**

**EXHIBIT "C"**  
**Work Schedule**

A detailed work schedule for each **Work Authorization**, identified and more particularly described in Article 7 of this Agreement, shall be prepared by the **Engineer** to be submitted and approved by the Owner in writing for each **Work Authorization**. The work schedule will provide specific work sequence and definite review times by the **Owner** and the **Engineer** of the work performed.

The **Engineer** will diligently pursue the completion of each **Work Authorization** as defined by the milestones and deliverable due dates outlined in each **Work Authorization's** associated work schedule.

The **Engineer** will inform the **Owner** (in reasonable advance of the delay) should the **Engineer** encounter delays that would prevent the performance of all work in accordance with the established work schedule.

# **EXHIBIT D**

**-Engineer's Contract Rates**

October 1, 2008

Ms. Leticia H. Saenz, CPPB/Contracts Manager  
Hidalgo County Purchasing Department  
2802 South Business Hwy. 281  
Edinburg, Texas 78539

**RE: BAFO FOR CULVERT PIPE BRIDGE WASHOUT PROJECT - HIDALGO COUNTY  
PRECINCT 1**

Dear Ms. Saenz:

Dos Logistics, Inc. (DL, Inc.) is excited about the opportunity to provide professional services for the Hidalgo County, Precinct 1 Culvert Pipe Bridge Washout Project.

After careful consideration of the work detail to perform the required engineering services for structures located at *Mile 6 and Mile 13 and Martin Morales and Mile 3 and Mile 491*, DL, Inc.'s best and final offer for professional services are attached hereto. If the proposed cost estimates meet your approval, we are ready to begin services promptly and certainly look forward to working with Hidalgo County, Precinct 1 on this valuable project.

Thank you for your attention and consideration. If you have any questions, concerns, or require additional information, please do not hesitate to contact me at (956) 797-4601, or Mr. Eric Ybarra, at your earliest convenience.

Sincerely,



TINA BUCHANAN  
Contracts Manager

Enclosure

Preliminary Construction Cost Estimate  
Hidalgo County Precinct No. 1 Culvert Pipe Bridge Washout  
Prepared By Dos Logistics, Inc.

A. Mile 6 & Mile 13 & Martin Morales

|                                      |      |    |   |              |           |
|--------------------------------------|------|----|---|--------------|-----------|
| 1. Prepare Right of Way / Demolition | 1    | LS | @ | \$10,000.75= | \$ 10,000 |
| 2. Pavement Repair                   | 1    | LS | @ | \$ 5,000.00= | \$ 5,000  |
| 3. Roadside Ditches                  | 2800 | LF | @ | \$ 20.00=    | \$ 56,000 |
| 4. Re-grade Existing Ditch           | 3750 | LF | @ | \$ 6.50=     | \$ 24,375 |
| 5. 36" Culvert Crossings             | 250  | LF | @ | \$ 90.00=    | \$ 22,500 |
| 6. 8" x 8" Box Culverts              | 200  | LF | @ | \$ 600.00=   | \$120,000 |
| 7. Gatewell Structure                | 1    | EA | @ | \$22,500.00= | \$ 22,500 |
| 8. Headwalls                         | 8    | EA | @ | \$ 4,500.00= | \$ 36,000 |
| 9. SW3P                              | 1    | LS | @ | \$ 6,500.00= | \$ 6,500  |
| 10. Rip Rap                          | 1    | LS | @ | \$15,000.00= | \$ 15,000 |
| 11. Barricade and Traffic Handling   | 3    | MO | @ | \$ 5,000.00= | \$ 15,000 |

**20% Contingency** : \$ 66,575  
**Engineering Fee** : \$ 49,931  
**Total** : \$449,381

B. Mile 3 & FM 491

|                                      |      |     |   |              |           |
|--------------------------------------|------|-----|---|--------------|-----------|
| 1. Prepare Right of Way / Demolition | 1    | LS  | @ | \$10,000.75= | \$ 10,000 |
| 2. 3" Asphalt Concrete Paving        | 300  | TON | @ | \$ 75.00=    | \$ 22,500 |
| 3. Flexbase (New base) (8")          | 260  | CY  | @ | \$ 30.00=    | \$ 7,800  |
| 4. Lime (SLURRY)                     | 10   | TON | @ | \$ 120.00=   | \$ 1,200  |
| 5. Lime Treated Sub-base (8")        | 1250 | SY  | @ | \$ 4.00=     | \$ 5,000  |
| 6. Roadside Ditches                  | 500  | LF  | @ | \$ 20.00=    | \$ 10,000 |
| 7. 8" x 8" Box Culverts              | 60   | LF  | @ | \$ 600.00=   | \$ 36,000 |
| 8. Rip Rap                           | 1    | LS  | @ | \$ 5,000.00= | \$ 5,000  |
| 9. Headwalls                         | 2    | EA  | @ | \$ 5,000.00= | \$ 10,000 |
| 10. Guard Rail                       | 160  | LF  | @ | \$ 45.00=    | \$ 7,200  |
| 11. SW3P                             | 1    | LS  | @ | \$ 5,000.00= | \$ 5,000  |
| 12. Barricade and Traffic Handling   | 3    | MO  | @ | \$ 5,000.00= | \$ 15,000 |

**20% Contingency** : \$ 26,940  
**Engineering Fee** : \$ 20,205  
**Total** : \$181,845

# **EXHIBIT D I**

-Fee Breakdown

**EXHIBIT "D1"**  
**Fee Breakdown**

For and in consideration of the **Services** attached to this Agreement and to be rendered by the Engineer, the Owner shall pay the Engineer the Fee as defined in this Agreement, and as more particularly identified as follows:

|                                    |   |                         |
|------------------------------------|---|-------------------------|
| Basic Services Fee                 | = | \$ 70,136.00            |
| Preliminary Design/Field Surveying | = | 25% of the Services Fee |
| Final Design and Specification     | = | 50% of the Services Fee |
| Construction Staking               | = | 25% of the Services Fee |



## **EXHIBIT E**

**-Certificate of Insurance (*Hidalgo County*)**

# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/2/2008

## PRODUCER

Ron Robertson Insurance Agency  
7322 S.W. Frwy. Ste. 1850  
Houston, TX. 77074  
713-272-0558

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 Dos Logistics, Inc.

212 West Third St.  
Weslaco, TX 78596  
956-968-8800

## INSURERS AFFORDING COVERAGE

NAIC#

INSURER A: Interstate Fire & Casualty  
INSURER B: Sentinel Insurance/Hartford  
INSURER C: Texas Mutual Insurance Company  
INSURER D: HCC Specialty Insurance Co.  
INSURER E:

## COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR | ADDP | TYPE OF INSURANCE                                                                                                                                                                                                                                                      | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS                                                                                                                                                                                                                                    |
|------|------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|----------------------------------|-----------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A    | X    | GENERAL LIABILITY<br><input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMSMADE <input checked="" type="checkbox"/> OCCUR                                                                                                 | CMR6200015-1  | 10-28-07                         | 10-27-08                          | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000<br>MED EXP (Any one person) \$ 5,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMPI/OP AGG \$ 1,000,000 |
|      |      | GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC                                                                                                                        |               |                                  |                                   |                                                                                                                                                                                                                                           |
| B    |      | AUTOMOBILE LIABILITY<br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS<br><input checked="" type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS<br><input checked="" type="checkbox"/> NON-OWNED AUTOS | 61UECKO4021   | 08-18-08                         | 08-18-09                          | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$                                                                                 |
|      |      |                                                                                                                                                                                                                                                                        |               |                                  |                                   |                                                                                                                                                                                                                                           |
|      |      | GARAGE LIABILITY<br><input type="checkbox"/> ANY AUTO                                                                                                                                                                                                                  |               |                                  |                                   | AUTO ONLY - EA ACCIDENT \$<br>OTHER THAN EA ACC \$<br>AUTO ONLY: AGG \$                                                                                                                                                                   |
|      |      | EXCESS/UMBRELLA LIABILITY<br><input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMSMADE<br><input type="checkbox"/> DEDUCTIBLE<br><input type="checkbox"/> RETENTION \$                                                                                        |               |                                  |                                   | EACH OCCURRENCE \$<br>AGGREGATE \$<br>\$<br>\$<br>\$                                                                                                                                                                                      |
| C    |      | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?<br>If yes, describe under SPECIAL PROVISIONS below                                                                                                          | 001176767     | 02-10-08                         | 02-10-09                          | <input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER<br>E.L. EACH ACCIDENT \$ 500,000<br>E.L. DISEASE - EA EMPLOYEE \$ 500,000<br>E.L. DISEASE - POLICY LIMIT \$ 500,000                                |
|      |      | OTHER                                                                                                                                                                                                                                                                  |               |                                  |                                   |                                                                                                                                                                                                                                           |
| D    |      | Professional E&O                                                                                                                                                                                                                                                       | S707-10575    | 10-28-07                         | 10-28-08                          | \$2,000,000 occurrence<br>\$ 35,000 retention                                                                                                                                                                                             |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

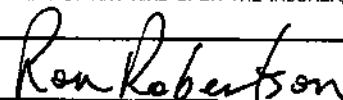
## CERTIFICATE HOLDER

Hidalgo County Pct. 1  
100 E. Cano, 4th Floor, Admin Bldg.  
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



# **EXHIBIT F**

-Supplemental Agreement Form

**EXHIBIT "F"**  
**Supplemental Agreement Form**

THE STATE OF TEXAS     §  
                                          §  
COUNTY OF HIDALGO     §

**SUPPLEMENTAL AGREEMENT NO. \_\_\_\_\_**  
**TO AGREEMENT FOR PROFESSIONAL SERVICES**

THIS **SUPPLEMENTAL AGREEMENT** is made pursuant to the terms and conditions of Article 8 of the Agreement made by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**", and \_\_\_\_\_, Professional Engineers of, \_\_\_\_\_, Texas, hereinafter called the "**Engineer**".

**WITNESSETH**

**WHEREAS**, the **Owner** and the **Engineer** executed the **Agreement** on the \_\_\_\_\_ day of \_\_\_\_\_ **2007** concerning engineering for \_\_\_\_\_ (hereinafter referred to as the "**Project**"); and,

**WHEREAS**, Article \_\_\_\_ of the **Agreement**, (article title), establishes \_\_\_\_\_; and,

**WHEREAS**, it has become necessary to amend the contract to \_\_\_\_\_

**A.     AGREEMENT**

**NOW THEREFORE**, premises considered, the **Owner** and the **Engineer** agree that said **Agreement** is amended as follows:

I.     Article \_\_\_\_ of the **Agreement**, (article title), is revised to

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**All other provisions are unchanged and remain in full force and effect.**

**IN WITNESS WHEREOF**, the Engineer and the Owner have caused this Supplemental Agreement to the Agreement for Professional Services to be executed as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**THE ENGINEER:  
ENGINEER**

**BY:** \_\_\_\_\_

**THE OWNER:  
HIDALGO COUNTY**

**BY:** \_\_\_\_\_  
Juan D. Salinas III, County Judge

LIST OF ATTACHMENTS

(as required)

**AI-11501**

**19.C.1.**

**Two (2) New 2008-2009 Supercrew Pickup Trucks  
CC REGULAR**

**Date:** 10/07/2008

**Submitted By:** Sandra Montalvo, PURCHASING DEPT.

**Submitted For:** Marty Salazar

**Department:** PURCHASING DEPT.

**Agenda Area:** Purchasing Department

**Purchasing only:** Prct. 2

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**Information**

**CAPTION**

Presentation for discussion, consideration and approval to advertise for sealed bids for the purchase of "Two (2) New 2008-2009 Supercrew Pickup Trucks" including specifications attached hereto for Hidalgo County Precinct No. 2.

**BACKGROUND**

Proposed Schedule of Events:

1st Advertisement: October 11, 2008

2nd Advertisement: October 18, 2008

Bid Opening Date: October 29, 2008

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**Fiscal Impact**

**FISCAL YEAR:** 2008

**ACCT. #:** 8-1100-432-00-122-001-0-741

**FUNDS AVAILABLE Y/N?:**

**MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Available balance is \$0.00 as of 10/2/08. Funding will need to be determined prior to purchase.

**FISCAL YEAR:** 2008

**ACCT. #:** 8-1202-431-00-122-006-0-741

**FUNDS AVAILABLE Y/N?:**

**MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Available balance is \$0.00 as of 10/2/08. Funding will need to be determined prior to purchase.

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**Attachments**

Link: Memo

---

**Form Routing/Status**

| Route Seq | Inbox                 | Approved By    | Date                | Status |
|-----------|-----------------------|----------------|---------------------|--------|
| 1         | Purchasing Department | Marty Salazar  | 10/02/2008 04:20 PM | APRV   |
| 2         | Budget & Management   | Veronica Lopez | 10/02/2008 04:24 PM | APRV   |
| 3         | Dale Kennan           | Dale Kennan    | 10/02/2008 04:44 PM | APRV   |

|   |                     |               |                     |      |
|---|---------------------|---------------|---------------------|------|
| 4 | Auditor's Office    | Linda Fong    | 10/03/2008 01:35 PM | APRV |
| 5 | Court Administrator | Angela Garcia | 10/03/2008 01:37 PM | APRV |

Form Started By: Sandra Montalvo

Started On: 10/01/2008 03:53 PM

Final Approval Date: 10/03/2008

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A.I.#11501

## MEMORANDUM

**To:** Agapito Vargas, Executive Director  
Hidalgo County Border Colonias Access Program

**From:** Sandra Montalvo, Buyer  
Hidalgo County Purchasing Dept.

**Date:** October 1, 2008

**Re:** RFB No. 2008-397-10-29-SMA-HIDALGO COUNTY PCT. 2-"TWO (2)  
NEW 2008-2009 SUPERCREW PICKUP TRUCKS"

For your **REVIEW and UPDATE**, attached you will find the current specifications for the above-referenced project. Please indicate if these specifications meet all your requirements by signing below and indicating your approval, approval with modifications and/or disapproval.

If you have any questions, please call me at (956) 318-2626 ext# 4865.

|                                                      |                                     |
|------------------------------------------------------|-------------------------------------|
| APPROVE <input checked="" type="checkbox"/>          | DISAPPROVE <input type="checkbox"/> |
| APPROVED WITH MODIFICATIONS <input type="checkbox"/> |                                     |

FUNDS AVAILABILITY: ☒ YES / ☐ NO / ☐ Other

(Specify) 8-1100-432-00-122-001-0-741

BUDGET ACCOUNT # 2

|                                                                                     |                       |                 |
|-------------------------------------------------------------------------------------|-----------------------|-----------------|
|  | <u>Agapito Vargas</u> | <u>10.02.08</u> |
| AUTHORIZED SIGNATURE                                                                | PRINTED NAME          | DATE            |

**SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT,  
VIA FAX TO (956) 292-7612 or e-mail: [sandra.montalvo@co.hidalgo.tx.us](mailto:sandra.montalvo@co.hidalgo.tx.us) by no  
later than Thursday, October 2, 2008 @10:00a.m.**

Enclosures



**HIDALGO COUNTY PRECINCT NO. 2**  
**TWO (2) NEW OR NEWER SUPERCREW PICKUP TRUCKS**  
**RFB NO: 2008-397-10-29-SMA**

**SPECIFICATIONS FOR: TWO (2) NEW OR NEWER SUPERCREW PICKUP TRUCKS**

(Example: F-150, SIERRA, TUNDRA, TATIAN (same as or equivalent))

| Minimum Specifications |                                                                                                                    | Bidder's Specifications:<br>(Please fill out basic or exceeding specifications.<br>All wording must be written in column to the right<br>and without confusion to avoid disqualification.) |  |
|------------------------|--------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| 01                     | <b>YEAR/MODEL/QUANTITY:</b><br>TWO (2) New or Newer SUPERCREW-long<br>bed(4 full doors)<br>(same as or equivalent) | 01                                                                                                                                                                                         |  |
| 02                     | <b>MECHANICAL/PERFORMANCE:</b><br>2 wd, V-8, 4.6 L (small V-8)<br>(same as or equivalent)                          | 02                                                                                                                                                                                         |  |
| 03                     | 5-Speed EC-1 Automatic Transmission<br>(same as or equivalent)                                                     | 03                                                                                                                                                                                         |  |
| 04                     | Coil Over Shock Double A-Arm Fr. Susp.<br>(same as or equivalent)                                                  | 04                                                                                                                                                                                         |  |
| 05                     | Multi-Leaf Rr Susp. w/Staggered<br>(same as or equivalent)                                                         | 05                                                                                                                                                                                         |  |
| 06                     | Outboard Mounted Shocks<br>(same as or equivalent)                                                                 | 06                                                                                                                                                                                         |  |
| 07                     | Front Stabilizer Bar<br>(same as or equivalent)                                                                    | 07                                                                                                                                                                                         |  |
| 08                     | Power Assisted Rack and Pinion Steering<br>(same as or equivalent)                                                 | 08                                                                                                                                                                                         |  |
| 09                     | Power Assisted Fr Disc/Rr Drum Brakes<br>(same as or equivalent)                                                   | 09                                                                                                                                                                                         |  |
| 10                     | 16"Styled Steel Whis, P245/75R16 Tires<br>(same as or equivalent)                                                  | 10                                                                                                                                                                                         |  |
| 11                     | <b>SAFETY:</b><br>4 Wheel ABS w/Electronic Brakeforce<br>(same as or equivalent)                                   | 11                                                                                                                                                                                         |  |
| 12                     | Distribution (EBD) and Brake Assist (BA)<br>(same as or equivalent)                                                | 12                                                                                                                                                                                         |  |
| 13                     | Dr & Fr Pass Advanced Airbag System<br>(same as or equivalent)                                                     | 13                                                                                                                                                                                         |  |
| 14                     | Dr & Fr Pass 3pt. Seatbelts<br>(same as or equivalent)                                                             | 14                                                                                                                                                                                         |  |
| 15                     | Pretensioners & Force Limiters                                                                                     | 15                                                                                                                                                                                         |  |

|    |                                                                                            |    |  |
|----|--------------------------------------------------------------------------------------------|----|--|
|    | (same as or equivalent)                                                                    |    |  |
| 16 | Rr 3pt. Seatbelts & Adj Headrest<br>(same as or equivalent)                                | 16 |  |
| 17 | CRS Lower (ISOFIX) & Top Tether Anchors<br>(same as or equivalent)                         | 17 |  |
| 18 | Side Door Impact Beams<br>(same as or equivalent)                                          | 18 |  |
| 19 | Tire Pressure Monitoring System<br>(same as or equivalent)                                 | 19 |  |
| 20 | EXTERIOR:<br>Black Grille/Fr Bumper/Over fenders/Brush<br>Guard<br>(same as or equivalent) | 20 |  |
| 21 | Handles/Outside Mirrors<br>(same as or equivalent)                                         | 21 |  |
| 22 | Argent Grille Surround, Rear Bumper<br>(same as or equivalent)                             | 22 |  |
| 23 | SMC Composite Inner Bed w/Steel Outer<br>(same as or equivalent)                           | 23 |  |
| 24 | Panels, Removable Tailgate & Rail Caps<br>(same as or equivalent)                          | 24 |  |
| 25 | Deck Rail System w/4 Adj Tie-Down Cleats<br>(same as or equivalent)                        | 25 |  |
| 26 | INTERIOR<br>Vinyl Seats<br>(same as or equivalent)                                         | 26 |  |
| 27 | Fold-flat, Driver-Side Lumbar Support<br>(same as or equivalent)                           | 27 |  |
| 28 | Adj Headrests<br>(same as or equivalent)                                                   | 28 |  |
| 29 | 60/40 Split Rr Bench w/Underseat & Rr<br>(same as or equivalent)                           | 29 |  |
| 30 | Bulkhead Storage<br>(same as or equivalent)                                                | 30 |  |
| 31 | Factory AC and Heater Unit<br>(same as or equivalent)                                      | 31 |  |
| 32 | Standard Windows/Door Locks/Mirrors<br>(same as or equivalent)                             | 32 |  |
| 33 | AM/FM Radio<br>(same as or equivalent)                                                     | 33 |  |
| 34 | Tilt/Telescoping Steering Wheel<br>(same as or equivalent)                                 | 34 |  |

|    |                                                                                                            |    |  |
|----|------------------------------------------------------------------------------------------------------------|----|--|
|    |                                                                                                            |    |  |
| 35 | Engine Immobilizer<br>(same as or equivalent)                                                              | 35 |  |
| 36 | Aux Power Point<br>(same as or equivalent)                                                                 | 36 |  |
| 37 | LED-Illuminated Gauges<br>(same as or equivalent)                                                          | 37 |  |
| 38 | GALLON CAPACITY<br>21.1 (same as or equivalent)                                                            | 38 |  |
| 39 | MISCELLANEOUS<br>Complete full size spare tire, jack and tool<br>(same as or equivalent)                   | 39 |  |
| 40 | State Inspection Sticker<br>(same as or equivalent)                                                        | 40 |  |
| 41 | Standard Floor Mats/vinyl<br>(same as or equivalent)                                                       | 41 |  |
| 42 | Heavy Duty Radiator<br>(same as or equivalent)                                                             | 42 |  |
| 43 | Auxiliary lighting in bed & under hood<br>(same as or equivalent)                                          | 43 |  |
| 44 | Heavy Duty rustproof and undercoat<br>w/guarantee (same as or equivalent)                                  | 44 |  |
| 45 | Tinted glass windows<br>(same as or equivalent)                                                            | 45 |  |
| 46 | Intermittent wipers (same as or equivalent)                                                                | 46 |  |
| 47 | Electronic Backup Alarm<br>(same as or equivalent)                                                         | 47 |  |
| 48 | Towing Package (same as or equivalent)                                                                     | 48 |  |
| 49 | Warranty – Please state                                                                                    | 49 |  |
| 50 | Additional Accessories<br>RKI-Tool Box/Head Rack/Hidden Strobe<br>Lights/side steps (nerf bars preferably) | 50 |  |
| 51 | Delivery Date – A.S.A.P.                                                                                   | 51 |  |
| 52 | Color: White                                                                                               | 52 |  |
| 53 | Title Documentation To Be Included                                                                         | 53 |  |

All/Any costs and expenses associated with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the proposer and not reimbursements for such charges or expenses shall be passed onto Hidalgo County.

**BID PAGE**  
**RFB NO: 2008-397-10-29-SMA**

**TWO (2) NEW OR NEWER SUPERCREW TRUCK**  
**(Example: F-150 – TUNDRA – TATIAN (same as or equivalent))**

|                                                                              |  |
|------------------------------------------------------------------------------|--|
| <b>Unit Price: \$</b> _____                                                  |  |
| <b>Total Price For TWO (2) New or Newer SUPERCREW PICKUP Trucks:\$</b> _____ |  |
| _____ DOLLARS                                                                |  |
| and _____ CENTS                                                              |  |
| <b>Vehicle Model &amp; Identification Number</b>                             |  |
| <b>Delivery Date</b>                                                         |  |
| <b>Warranty Period</b>                                                       |  |
| <b>Cost and period of Extended Warranty, if available</b>                    |  |
| <b>Bidder/Company Name</b>                                                   |  |
| <b>Address</b>                                                               |  |
| <b>City/State/Zip Code</b>                                                   |  |
| <b>Phone &amp; Fax No.'s</b>                                                 |  |
| <b>Authorized Signature</b>                                                  |  |
| <b>Printed Name</b>                                                          |  |
| <b>Title</b>                                                                 |  |

**AI-11478**

**19.C.2.**

**South Tower Multi-Purpose Facility (CRC) - Miscellaneous Office Equipment  
CC REGULAR**

**Date:** 10/07/2008

**Submitted By:** Olga Montero, PURCHASING DEPT.

**Submitted For:** Marty Salazar

**Department:** PURCHASING DEPT.

**Agenda Area:** Purchasing Department

**Purchasing only:** Prct. 2

---

**Information**

**CAPTION**

Presentation for discussion, consideration and approval of proposal received from "Staples Business Advantage through our membership/participation with awarded vendor through BUYBOARD Contract #254-06", in the amount of \$3,812.65 for miscellaneous office equipment for South Tower Multi-Purpose Facility (CRC). Bid No. 2008-362-otm/meg

**BACKGROUND**

Recommendation letter from user department  
Staples Buyboard proposal / Vendor Contract Information  
Email from user department with information regarding fund(s) account(s)

---

**Fiscal Impact**

**FISCAL YEAR:** 2008

**ACCT. #:** 8-1100-466-00-122-082-0-666

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

**MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Available balance is \$6000.00 as of 10/2/08.

**FISCAL YEAR:** 2008

**ACCT. #:** 8-1100-466-00-122-082-0-664

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

**MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Funding is pending transfer (AI-11480) in the amount of \$1000.00

**FISCAL YEAR:** 2008

**ACCT. #:** 8-1100-466-00-122-082-0-608

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

**MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Funding is pending transfer (AI-11480) in the amount of \$500.00

**FISCAL YEAR:** 2008

**ACCT. #:** 8-1100-466-00-122-082-0-661

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

**MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Available balance is \$750.00 as of 10/2/08.

**FISCAL YEAR:** 2008**ACCT. #:** 8-1100-466-00-122-082-0-604**FUNDS AVAILABLE Y/N?:** Y**MATCHING FUNDS Y/N?:****BUDGETARY IMPACT:**

Available balance is \$100.00 as of 10/2/08.

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**Attachments**

Link: [email from user dept  
account information](#)

Link: [recommendation  
letter](#)

Link: [Staples Buyboard  
proposal](#)

---

**Form Routing/Status**

| Route Seq | Inbox                 | Approved By    | Date                | Status |
|-----------|-----------------------|----------------|---------------------|--------|
| 1         | Purchasing Department | Marty Salazar  | 10/01/2008 04:53 PM | APRV   |
| 2         | Budget & Management   | Veronica Lopez | 10/02/2008 07:38 AM | APRV   |
| 3         | Dale Kennan           | Dale Kennan    | 10/02/2008 09:22 AM | APRV   |
| 4         | Auditor's Office      | Becky Morales  | 10/02/2008 01:57 PM | APRV   |
| 5         | Court Administrator   | Angela Garcia  | 10/02/2008 02:54 PM | APRV   |

Form Started By: Olga Montero

Started On: 10/01/2008 10:25 AM

Final Approval Date: 10/02/2008

---

**Olga T. Montero**

**From:** yoli [yolanda.cisneros@co.hidalgo.tx.us]  
**Sent:** Wednesday, October 01, 2008 12:00 PM  
**To:** olga.montero@co.hidalgo.tx.us; elena.gomez@co.hidalgo.tx.us  
**Cc:** 'Humberto Garza'; carlos.contreras@co.hidalgo.tx.us  
**Subject:** Fund Accounts for items for CRC Building  
**Importance:** High

| ITEM # | UNIT PRICE | QTY | TOTAL AMOUNT | ACCOUNT #                | CODE | FUNDS AVAILABLE |
|--------|------------|-----|--------------|--------------------------|------|-----------------|
| 757876 | \$79.99    | 20  | \$1,599.80   | 8-1100-466-00-122-082-0  | 666  | \$6,000.00      |
| 374530 | \$146.16   | 2   | \$292.32     | 8-1100-466-00-122-082-0  | 666  | \$6,000.00      |
| 569336 | \$61.99    | 20  | \$1,239.80   | 8-1100-466-00-122-082-0  | 666  | \$6,000.00      |
| 582174 | \$86.30    | 2   | \$172.60     | 8-1100-466-00-122-082-0  | 664  | \$4.50          |
| 459111 | \$119.99   | 2   | \$239.98     | 8-1100-466-00-122-082-0  | 608  | \$0.00          |
| 597727 | \$209.99   | 1   | \$209.99     | 8-1100-466-00-122-082-0  | 661  | \$750.00        |
| 483000 | \$29.08    | 2   | \$58.16      | 8-1100-466-00-122-082-0- | 604  | \$100.00        |

**PLEASE NOTE TRANSFER IS PLACED ON CONSENT AGENDA FOR OBJECT CODES 608 & 664 (AGENDA ITEM #11480.**

**Copier (Xerox Corporation) working on requisition and being funded out of 8-1100-466-00-122-082-0-442.**

**Thank you,**

**Yoli Cisneros**

Administrative Assistant II  
 Hidalgo County Precinct No.2  
 301 East State  
 Pharr, Texas 78577  
 (956) 787-1891 Ext. 2002  
 (956) 787-4683 Fax  
 email: yoli.cisneros@co.hidalgo.tx.us

*slg*

# Hidalgo County

## Precinct No. 2

HECTOR "TITO" PALACIOS  
COUNTY COMMISSIONER

To: Martha Salazar, Purchasing Dept.

From: Hector "Tito" Palacios, Commissioner, Hidalgo County Precinct No.2

Date: September 30, 2008

Re: Recommendation letter for miscellaneous office equipment

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Marty, upon reviewing the quotes and documentation for the items that need to be purchased for the South Tower Multi-Purpose Facility (CRC), Precinct NO.2 would like to recommend that Hidalgo County Purchasing Department proceed accordingly and place this item on Commissioners Court on the October 7, 2008 meeting.

If you have any questions or require further information, please contact Charlie Contreras at 787-1891.

Sincerely,



cc: Humberto Garza, Chief Adm.  
Charlie Contreras, Special Project Manager

: file





that was easy:

Staples Quote

Buy Board Pricing

Buy Board Contract Number 254-06

| Item # | Description                                                       | UOM  | sell     | QTY | Total      |
|--------|-------------------------------------------------------------------|------|----------|-----|------------|
| 757876 | Alera Steel Folding Chairs, Gray                                  | Ct/4 | \$79.99  | 20  | \$1,599.80 |
| 374530 | HON Stackaways® Stacking Chair, Black, 4/Ct                       | ct/4 | \$146.16 | 2   | \$292.32   |
| 582174 | Avanti® 0.9-Cu. -Ft. Stainless Steel Microwave Oven               | ea   | \$86.30  | 2   | \$172.60   |
| 569336 | Iceberg Standard-Grade Resin 6' Folding Table, 29"H x 30"W x 72"L | ea   | \$61.99  | 20  | \$1,239.80 |
| 459111 | Bunn 10-Cup Coffee Brewer                                         | ea   | \$119.99 | 2   | \$239.98   |
| 597727 | Brother IntelliFAX 2820 Laser Plain-Paper Fax                     | ea   | \$209.99 | 1   | \$209.99   |
| 483000 | Acme 25-Person First Aid Kit                                      | ea   | \$ 29.08 | 2   | \$58.16    |
| Total  |                                                                   |      |          |     | \$3,812.65 |

Fabiola Garza  
Staples Account Manager  
(956)961-9810  
Fabiola.Garza@Staples.com

**Vendor:** Staples Business Advantage

**Address:** 3711 Briarpark Drive, Suite 400  
Houston, TX 77077

**Phone:** (800) 793-0468

**Contact:** Michael Murphy

**Email:** michael.murphy2@staples.com

**Website:** www.staples.com

**Federal ID:** 04-3390816

**Accepts RFQs:** Yes

**Contract:** Office Supplies & Equipment #254-06

**Effective Date:** 11/1/2006

**Expiration Date:** 10/31/2009

**Payment Terms:** Net 30 days

**Delivery Days:** 2

**Shipping Terms:** Free Shipping

**Freight Terms:** FOB Destination

**Ship Via:** Best Way

**Regions Served:** All Texas Regions

**States Served:** All States

**Vendor Exceptions:** Staples reserves the right not to sell below our delivered cost. If you are using Staples for the first time through the Buyboard please contact Michael Murphy and he will assist you on getting setup to order. His email is michael.murphy2@staples.com and his phone number is 800-793-0468 Ext. 295.

**Additional Information:** All product can be returned except custom imprinted items through our hassle free returns program.

**[ Log Out ]**

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**AI-11543**

**19.C.3.**

**Tower Road Drainage Items -Pct. 2 -Request authority to advertise and approval of Specifications**

**CC REGULAR**

**Date:** 10/07/2008

**Submitted By:** Moises Salazar, PURCHASING DEPT.

**Submitted For:** Marty Salazar

**Department:** PURCHASING DEPT.

**Agenda Area:** Purchasing Department

**Purchasing only:** Prct. 2

---

**Information**

**CAPTION**

Requesting authority to advertise a request for sealed bids for: "Precinct No 2 -Tower Road Drainage Items" (Project No. 2008-399-10-29-MSS) with all plans and specifications to be developed and drafted through and by project engineer, R. Gutierrez Engineering Corporation with Pct. #2's colabration.

**BACKGROUND**

Proposed Schedule of events:

Advertisements:

1st..... October 11, 2008

2nd..... October 18, 2008

Pre-Bid Conference:

October 22, 2008

Bid Openings:

October 29, 2008

---

**Fiscal Impact**

**FISCAL YEAR:** 2008

**ACCT. #:** 8-1202-431-00-122-006-0-540/733

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

**MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Available balance as of 10-03-08 \$1,896.08

Funds are available in Fund 1202.

---

**Attachments**

*No file(s) attached.*

---

**Form Routing/Status**

| Route Seq | Inbox                 | Approved By    | Date                | Status |
|-----------|-----------------------|----------------|---------------------|--------|
| 1         | Purchasing Department | Marty Salazar  | 10/02/2008 05:04 PM | APRV   |
| 2         | Budget & Management   | Veronica Lopez | 10/03/2008 07:40 AM | APRV   |
| 3         | Veronica Lopez        | Veronica Lopez | 10/03/2008 01:45 PM | APRV   |
| 4         | Auditor's Office      |                | 10/03/2008 05:27 PM | NEW    |

Form Started By: Moises Salazar  
Started On: 10/02/2008 11:22 AM

Final Approval Date: 10/03/2008

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**AI-11500**

**19.D.1.**

**Anzaldua's Park Boating Ramp and Boat Courtesy Dock Improvements  
CC REGULAR**

**Date:** 10/07/2008

**Submitted By:** Oscar Garza, PURCHASING DEPT.

**Submitted For:** Marty Salazar

**Department:** PURCHASING DEPT.

**Agenda Area:** Purchasing Department

**Purchasing only:** Prct. 3

---

**Information**

**CAPTION**

Presentation, discussion, consideration and approval for clarification on action taken on 07/01/08 changing the language from Anzaldua's Park Fishing & Boating Pier to Anzaldua's Park Boating Ramp and Boat Courtesy Dock Improvements as identified and approved on letter dated September 23, 2008 as submitted to the Honorable Judge J.D. Salinas III, by Mr. Goldbloom Project Manager Boat Access Program for Texas Parks & Wildlife. Plans and specifications have been submitted and approved for project #08-119 by Mr. Goldbloom subject to this change. Herrera & Hunt is ready to commence upon approval and clarification of PO #606377 with same language as proposed by Mr. Goldbloom.

**BACKGROUND**

Commissioners Court approval on 07/01/08 awarded Herrera & Hunt, Inc. for proposed project and a PO has been issued pending approval from TDPW and clarification of language to PO #606377 in order to request the required bonds and Notice to Proceed for proposed project No. 2008-119.

---

**Fiscal Impact**

**FISCAL YEAR:**

**ACCT. #:**

**FUNDS AVAILABLE Y/N?:**

**MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

No fiscal Impact is required action and approval were taken on 07/01/08 to award Herrera & Hunt Inc. in the amount of \$219,307.00 under PO #606377 under acct. #8-1287-452-00-123-043-9-609 \$5,000.00 and acct. #8-1287-452-00-123-043--739 for \$214,307.00.

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**Attachments**

Link: 08-119

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**Form Routing/Status**

| Route Seq | Inbox                 | Approved By    | Date                | Status |
|-----------|-----------------------|----------------|---------------------|--------|
| 1         | Purchasing Department | Marty Salazar  | 10/02/2008 04:01 PM | APRV   |
| 2         | Budget & Management   | Veronica Lopez | 10/02/2008 04:07 PM | APRV   |
| 3         | Erika Reyna           |                | 10/02/2008 04:07 PM | NEW    |

4 Auditor's Office  
5 Court Administrator

10/02/2008 04:07 PM

10/02/2008 04:07 PM

Form Started By: Oscar Garza

Started On: 10/01/2008 03:53  
PM

Final Approval Date: 10/02/2008

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September 23, 2008

The Honorable J.D. Salinas, III  
Hidalgo County Judge  
P.O. Box 1256  
Edinburg, Texas 78540

Re: Anzalduas Park Boat Ramp  
Project Number F-183-B

Dear Judge Salinas:

The plans and specifications for the boat ramp and boat courtesy dock improvements at Anzalduas Park have been reviewed and are approved. The County may begin construction of these improvements.

Plans and specifications must also be submitted to the Texas Department of Licensing and Regulation to assure that the finished project meets the Americans with Disabilities Act guidelines for accessible boating facilities. Please forward a copy of their approval to this office once it is obtained. No project reimbursements will be processed prior to receipt of this approval.

If you plan to utilize any force account staff to construct portions of the project, please submit a list of all employees (including base pay and fringe benefits) and a list of equipment to be used, prior to requesting reimbursement for force account work, as stated in the Instructions for Approved Projects manual. Contact Mr. Will vanWisse, Grant Auditor, at 512/389-8714 if you have questions regarding this matter.

If contract work is proposed, please submit copies of the bid advertisement, the bid tabulation, and the executed contract, when available, for our records.

For further information, call me at (512) 389-8128. Thank you for the opportunity to review these plans.

Sincerely,

Andy Goldbloom, Manager  
Boating Access Program

Cc: Eduardo Alcocer, Alcocer Garcia Associates via e-mail

**AI-11560**

**19.D.2.**

**Requesting approval of WA#9 for Javier Hinojosa for Pct 3  
CC REGULAR**

**Date:** 10/07/2008

**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. 9 (with an estimated cost of \$17,748.15) for "Paving Improvements of Rabbit Patch Subdivision Units I and II" with Javier Hinojosa Engineering, to provide engineering 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?:** y

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

**BUDGETARY IMPACT:**

Available balance as of 10/03/08 \$142,907.07.

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**Attachments**

Link: [WA](#)

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**Form Routing/Status**

| Route Seq | Inbox                 | Approved By    | Date                | Status |
|-----------|-----------------------|----------------|---------------------|--------|
| 1         | Purchasing Department | Marty Salazar  | 10/02/2008 05:07 PM | APRV   |
| 2         | Budget & Management   | Veronica Lopez | 10/03/2008 07:42 AM | APRV   |
| 3         | Erika Reyna           | Erika Reyna    | 10/03/2008 10:14 AM | APRV   |
| 4         | Auditor's Office      | Linda Fong     | 10/03/2008 01:34 PM | APRV   |
| 5         | Court Administrator   | Angela Garcia  | 10/03/2008 01:37 PM | APRV   |

Form Started By: Rocio Villarreal

Started On: 10/02/2008 04:29 PM

Final Approval Date: 10/03/2008

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**HIDALGO COUNTY**  
**Professional Engineering Services**  
**Contract # C-08-112-03-25**  
**Work Authorization Form**

**WORK AUTHORIZATION NO. 9**

**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 the plans, specifications and construction staking for the paving improvements of Rabbit Patch Subdivision Units I and II consisting of Rabbit Run Street (E/W), Rabbit Run Street (N/S), Bunny Street and Brier Street.

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 **\$17,748.15**. 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. 9 shall be funded through funding source:

Account No. ~~01-1221-112-03-133-001-0-1221~~

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

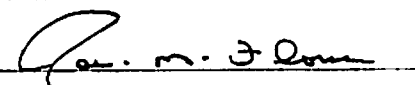
**PART 6. RESPONSIBILITIES AND OBLIGATIONS**

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. 9.

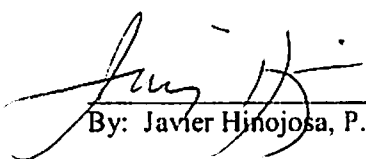
HIDALGO COUNTY  
COMMISSIONER PRECINCT NO.3:

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

**A. Rabbit Run (E/W), Rabbit Run (N/S), Bunny Street and Brier Street (2,360 LF - 24' E/E)**

|   |                               |       |    |   |          |   |                     |
|---|-------------------------------|-------|----|---|----------|---|---------------------|
| 1 | Unc. Excavation               | 3,675 | CY | @ | \$3.00   | = | \$11,025.00         |
| 2 | Subgrade Preparation          | 7,350 | SY | @ | \$2.50   | = | \$18,375.00         |
| 3 | 8" Caliche Base               | 7,350 | SY | @ | \$7.00   | = | \$51,450.00         |
| 4 | 1 1/2" HMAC (Type "D")        | 6,300 | SY | @ | \$7.50   | = | \$47,250.00         |
| 5 | 15" Driveway Culverts         | 880   | LF | @ | \$20.00  | = | \$17,600.00         |
| 6 | 18" RCP Culverts              | 210   | LF | @ | \$25.00  | = | \$5,250.00          |
| 7 | Regrade Bar Ditches           | 4,720 | LF | @ | \$1.50   | = | \$7,080.00          |
| 8 | Safety End Treatments         | 6     | EA | @ | \$300.00 | = | \$1,800.00          |
| 9 | Asphalt Driveways             | 23    | EA | @ | \$400.00 | = | \$9,200.00          |
|   | <b>Subtotal</b>               |       |    |   |          | : | <b>\$169,030.00</b> |
|   | <b>Engineering Design Fee</b> |       |    |   |          | : | <b>\$17,748.15</b>  |
|   | <b>Contingency (10%)</b>      |       |    |   |          | : | <b>\$16,903.00</b>  |
|   | <b>Laboratory Testing</b>     |       |    |   |          | : | <b>\$4,225.75</b>   |
|   | <b>Total</b>                  |       |    |   |          | : | <b>\$207,906.90</b> |

**AI-11502**  
**Upgrade Kits**  
**CC REGULAR**

**19.E.1.**

**Date:** 10/07/2008

**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 equipment, software and/or peripherals through our membership/participation with the Department of Information Resource (DIR) awarded vendor, NWN Corporation , contract-SDD-258 with requisition #140337 in the amount of \$8,270.00.

**BACKGROUND**

---

**Fiscal Impact**

**FISCAL YEAR:** 2008

**ACCT. #:** 8-1100-415-00-200-002-0-745

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

**MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Req # 140337 in the amount of \$8,270.00 as of 10-03-08

Available balance is account as of 10-03-08 \$11,926.46

---

**Attachments**

Link: [Upgrade Kits](#)

---

**Form Routing/Status**

| Route Seq | Inbox                 | Approved By    | Date                | Status |
|-----------|-----------------------|----------------|---------------------|--------|
| 1         | Purchasing Department | Marty Salazar  | 10/02/2008 04:22 PM | APRV   |
| 2         | Budget & Management   | Veronica Lopez | 10/02/2008 04:25 PM | APRV   |
| 3         | Veronica Lopez        | Veronica Lopez | 10/03/2008 08:35 AM | APRV   |
| 4         | Auditor's Office      | Linda Fong     | 10/03/2008 01:30 PM | APRV   |
| 5         | Court Administrator   | Angela Garcia  | 10/03/2008 01:37 PM | APRV   |

Form Started By: Matilde Faz  
Started On: 10/01/2008 03:54 PM  
Final Approval Date: 10/03/2008

---

# Requisition

Req # 00140337

PO #

Date: 09/25/08

Bill To: x  
x

*Regular  
# 11502  
10/7/08*

Vendor : 350907  
NWN CORPORATION  
271 WAVERLY OAKS RD  
WALTHAM MA 02452  
FAX (281)983-5599

Ship To: INFORMATION TECHNOLOGY DEPARTMENT  
100 E. CANO, 4TH FLOOR  
EDINBURG TX 78540

Contact: EDNA KIRBY  
956-292-7010

Contract No: DIR-SDD-258

Special Instructions:

| QUANTITY | UOM  | DESCRIPTION                                                                                                                                                                                                                     | UNIT PRICE                                                                          | AMOUNT   |
|----------|------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|----------|
| 2        | EACH | Quote# QT50484 DIR-SDD-258<br>DO NOT DUPLICATE ORDER<br>SCE3 upgrade kit with 7 SATA2 500GB drives plus carriers<br>Account No _____<br>8-1100-415-00-200-002-0-745<br><br>REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233 | 4,135.00<br><br><u>Encumbrance</u><br>8,270.00<br><br>Freight .00<br>Total 8,270.00 | 8,270.00 |

*DIR*

Authorized By: \_\_\_\_\_



Department of Information  
Resources

NWN Corporation  
10661 Rockley Rd  
Houston TX 77099  
P: (281)983-9955  
F: (281)983-5599

## Quote

PC-Q. 470337

|                  |                 |
|------------------|-----------------|
| Date             | 9/23/2008       |
| Quote #          | QT50484         |
| Expires          | 10/23/2008      |
| Sales Rep        | Engle, Bill D   |
| Project          |                 |
| Terms            | Net 30          |
| Quote Title      | DIR-SDD-258     |
| Inside Sales Rep | Warren, Tammy D |

### Quote for:

Stan Ramos  
Hidalgo County  
100 N. Closner Blvd  
Edinberg TX 78539  
United States

### Ship To:

Stan Ramos  
Hidalgo County  
100 N. Closner Blvd  
Edinberg TX 78539  
United States

|                       |   |                                                          |          |          |
|-----------------------|---|----------------------------------------------------------|----------|----------|
| Upgrd-M15-7-SATA2-500 | 2 | SCE3 upgrade kit with 7 SATA2 500GB drives plus carriers | 4,135.00 | 8,270.00 |
|-----------------------|---|----------------------------------------------------------|----------|----------|

|                          |            |
|--------------------------|------------|
| Subtotal                 | 8,270.00   |
| Shipping Cost (Best Way) | 0.00       |
| Total                    | \$8,270.00 |

- 1) Refer to attached Terms & Conditions
- 2) Subject to Credit Approval.

**AI-11505**

**19.E.2.**

**On-site Technical Support**

**CC REGULAR**

**Date:** 10/07/2008

**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 hardware, software and/or peripheral on-site technical support through our membership/participation with the Department of Information Resource (DIR) awarded vendor, Calence LLC, contract #SDD-235 through requisition #140353 in the amount of \$5,600.00.

**BACKGROUND**

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**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:**

Req # 140353 in the amount of \$5,600.00

Available balance in account as of 10-03-08 \$4,733.90

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**Attachments**

Link: [Onsite Technical Support](#)

Link: [Statement of Work](#)

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**Form Routing/Status**

| Route Seq | Inbox                 | Approved By    | Date                | Status |
|-----------|-----------------------|----------------|---------------------|--------|
| 1         | Purchasing Department | Marty Salazar  | 10/02/2008 04:41 PM | APRV   |
| 2         | Budget & Management   | Veronica Lopez | 10/03/2008 07:36 AM | APRV   |
| 3         | Veronica Lopez        | Veronica Lopez | 10/03/2008 11:10 AM | APRV   |
| 4         | Auditor's Office      | Linda Fong     | 10/03/2008 01:29 PM | APRV   |
| 5         | Court Administrator   | Angela Garcia  | 10/03/2008 01:37 PM | APRV   |

Form Started By: Matilde Faz

Started On: 10/01/2008 04:06 PM

Final Approval Date: 10/03/2008

---

# Requisition

Req # 00140353

PO #

Date: 09/25/08

*Regular  
# 11503  
10/1/08*

Bill To: x  
x

Vendor : 327913  
CALENCE LLC  
2712 N. MCCOLL  
MCALLEN TX 78501  
FAX (408)547-0327

Ship To: INFORMATION TECHNOLOGY DEPARTMENT  
100 E. CANO, 4TH FLOOR  
EDINBURG TX 78540

Contact: EDNA KIRBY  
956-292-7010

Contract No: DIR-SDD-235

Special Instructions:

| QUANTITY | UOM  | DESCRIPTION                                                                                                                                                                            | UNIT PRICE                                                                              | AMOUNT   |
|----------|------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------|----------|
| 1        | EACH | QUOTE 091008HIDCO<br>DO NOT DUPLICATE ORDER<br>Onsite tehcnical support<br>Account No _____<br>8-1100-415-00-200-002-0-336<br><br>REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233 | 5,600.00<br><br><u>Encumbrance</u><br>5,600.00<br><br>Freight .00<br><br>Total 5,600.00 | 5,600.00 |

*DIR*

Authorized By: \_\_\_\_\_



# CALENCE

Long live your network.



## Quote / Orderform

2712 N. McCall Rd.  
McAllen, TX 78501  
Order Phone: 956-451-8628  
Order Fax 408-547-0327  
Contact: Diana Berger

Quote to: Renan Ramirez  
Hidalgo County

Phone: (956) 318-2151

Fax: (956) 318-2152

DIR Agreement #: **DIR-SDD-235**

PO#

Quote # 091008HIDCO

| 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:

Invoice To:

Go DIRect with Calence

same as above

same as above

Phone:

Fax Phone

Fax

E MAIL Address: [renan@co.hidalgo.tx.us](mailto: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.

REQ. 140 353

AI-11505-IT

**40 Hour Ad Hoc  
Statement of Work**

**for**

**County of Hidalgo**

**Statement of Work No. 200810018-s1**

**October 2, 2008**

**Developed By**

**Calence, LLC**

**Corporate Office  
1560 W. Fountainhead Parkway, 2<sup>nd</sup> Floor  
Tempe, AZ 85282**

**McAllen Office  
2712 N. McCall Rd.  
McAllen, TX 78501**

**CALENCE™**

©2008 CALENCE, LLC. ALL RIGHTS RESERVED.

Calence makes no warranties, express or implied, in this Statement of Work. Calence and Calence products or services named herein are either registered trademarks or trademarks of Calence, LLC in the United States and/or other countries. The names of actual companies and products mentioned herein may be the trademarks of their respective owners.

This Statement of Work is made effective October 2, 2008 ("Effective Date") by and between Calence, LLC ("Calence") and County of Hidalgo ("COH" or "Customer") and is delivered pursuant and subject to the terms and conditions of the Contract for Products and Related Services, DIR Contract No. DIR-SDD-235 dated July 12, 2006 (the "Agreement") between Calence and State of Texas Department of Information Resources ("DIR"). This Statement of Work will be incorporated by reference into the Agreement and become a part of the Agreement upon execution by both parties. Unless otherwise indicated, capitalized terms used herein that are defined in the Agreement will have the same meanings as in the Agreement. In the event of any conflict between this Statement of Work and the Agreement, the Statement of Work will control.

## **Scope and Approach**

Calence will perform the following Services:

### ***Project Management***

- Be the primary point of contact to Client on all project issues, needs and concerns
- Conduct an initial planning meeting prior to the start of the project
- Complete change-request documentation as required
- Schedule and coordinate the necessary resources to support the project
- Identify, escalate and document project issues as necessary

### ***Ad Hoc Support***

- Provide ad hoc consulting support,
- Provide troubleshooting for network routing and switching issues
- Document findings and recommendations

## **Developed Works**

Developed Works, if any, will be agreed upon by both parties in writing.

All rights and title to any Developed Works shall belong to Customer. All rights and title to Copyright Materials and Trade Secret Materials shall belong to Calence, subject to the license expressly granted in this Statement of Work. All rights and title to Calence Resources shall belong to Calence, without any license with respect thereto Customer or any third party. All rights not expressly granted by Calence hereunder are reserved by Calence.

Subject to Customer's performance of its obligations under this Statement of Work, including its payment obligations, Calence hereby grants to Customer a nonexclusive, nontransferable, limited license (without the right to grant sublicenses), to use, execute, copy and create derivative works of the Copyright Materials, and to use Trade Secret Materials: (i) solely for Customer's internal business purposes; (ii) not for the benefit of, or access by, any third party other than Customer's contractors who are subject to written agreements consistent with this Statement of Work and who act solely for the benefit of Customer; and (iii) subject to all other provisions of the Agreement and this Statement of Work.

For the purposes of this Statement of Work:

- "Calence Resources" means all software, documentation, information and materials used by Calence, or by Calence's contractors on behalf of Calence, in Calence's performance under this Statement of Work.
- "Copyright Materials" means all works of authorship recorded or copied in the Developed Works, and which may include designs, plans, blueprints, manuals, diagrams, activity reports, security assessments, and other written materials.

- "Trade Secret Materials" means all non-public information that is provided to Customer under this Statement of Work, and which may include patent applications, trade secrets, technical and non-technical data, business methods and models, drawings, processes, formulas, ideas, concepts, know-how, techniques, sketches, models, inventions, processes, algorithms, formulas, and including information regarding experiments, developments, designs and specifications.

## **Assumptions and Requirements**

The following assumptions and requirements apply for this Services engagement:

1. All software, hardware, network wiring, permits, licenses and rights of way necessary for the completion of this project will be acquired and/or installed by County of Hidalgo in a timeframe that allows Calence to complete or meet the project-specific milestones.
2. County of Hidalgo and its employees, contractors, and agents will: (a) cooperate with any reasonable request of Calence, (b) provide input throughout the project and will review progress at review meetings requested by Calence; and (c) provide Calence with access to all of COH's information, documentation and technology, necessary for Calence to perform the Services in accordance with this Statement of Work, including a list of all Client and third-party contacts necessary for Calence to do so. Such cooperation, input, and access is critical to this project, and COH's representation at all review meetings is essential.
3. County of Hidalgo will ensure that the Calence project staff is given access to all necessary facilities and workspace, and is provided all furniture, supplies and equipment (telephones, faxes, LAN connectivity, printer access, dial-out modem lines, passwords, keys, etc.) required to successfully perform, troubleshoot, and complete the Services for the duration of the Services. In addition, County of Hidalgo will ensure that the work environment is free of hazardous materials and free from asbestos, and that all Calence personnel are provided with all necessary safety equipment and training while on COH's or its customer's site.
4. County of Hidalgo is responsible for providing adequate and secure onsite storage for all deliveries.
5. County of Hidalgo is responsible for: (a) Back-up and/or data migration of existing data unless otherwise agreed to by Calence; (b) Computer system and network designs; and (c) Component selection as it relates to the performance of the computer system and/or the network.
6. All Services will be performed over a consecutive timeframe unless otherwise provided herein or agreed to by Calence in writing. Calence will schedule resources upon receipt and acceptance of a fully executed Statement of Work and a Purchase Order (to the extent required) from COH. Calence will use commercially reasonable efforts to take into account COH's schedule, but in all events the performance of the Services is subject to the availability of Calence personnel and resources, as determined by Calence.
7. Any onsite skills transfer that takes place during this project will not replace the manufacturer's formal system implementation and administration classes.
8. No formal user training is included in this Statement of Work. User training is available for an additional cost.
9. County of Hidalgo will communicate any issues or concerns with respect to the Services or Developed Works in a timely manner.
10. Work estimates assume the Services will be completed within the duration stated in the Timeframes section below. Calence is not responsible for delays or repeated tasks caused by factors outside Calence's control. These factors include availability of Client personnel, equipment and telecommunication provider services. County of Hidalgo will compensate Calence for any out-of-scope work requested by County of Hidalgo on an hourly basis at Calence's standard hourly rates (unless otherwise agreed to in writing by the parties).

11. Client agrees to hold information designated in writing as confidential or proprietary by Calence in strictest confidence and not to copy, reproduce, sell, assign, license, market, transfer or otherwise disclose such information to third parties or to use such information for any purpose whatsoever, except to perform the Client's obligations hereunder and except as otherwise permitted by this Statement of Work or applicable Texas law. Nothing herein transfers to Client any title to or ownership rights in any such information; and, upon written request of Calence, Client shall promptly return or delete any such information which it has in its possession.
12. Calence has no obligation to, and will not, install, mount, affix, screw, or otherwise fasten any cable, hardware, or other product to any building or structure (inside or outside), and Calence has no obligation to, and will not, run cable above, under, behind, or through any ceiling, floor, or wall of any building or structure. To the extent that any such services are required, such services will be performed by another person or entity engaged directly by COH.
13. Any changes to the scope and/or assumptions will require joint written approval. This may extend the duration of the engagement and/or require additional resources, resulting in additional cost to COH

### **Timeframes**

Calence will provide up to 40 work-hours of Services on an as-needed basis, subject to Calence resource availability as determined in Calence's discretion. County of Hidalgo will notify Calence, in writing, of each Service request. Each Service request will be invoiced for a minimum of either 4 hours for onsite assistance, or 2 hours for telephone assistance. In the event County of Hidalgo has not utilized the hours by March 1, 2008, any remaining hours will be forfeited.

### **Fees**

#### ***Consulting Fees***

Services will be provided for the fixed fee listed below.

|                | <b>Fixed Consulting Fee</b> |
|----------------|-----------------------------|
| 40 Hour Ad Hoc | \$5,600                     |

#### ***Pricing Assumptions***

1. Consulting Fees pricing does not include any necessary hardware/software costs, and expenses are not reimbursable.
2. Shipping and taxes, if applicable, are not included.
3. All prices are in U.S. dollars.
4. The work to be performed will be completed during normally scheduled working hours (8:00 A.M. to 5:00 P.M. local time Monday through Friday), excluding Calence observed holidays (New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, The day after Thanksgiving, Christmas Eve, Christmas Day).

### **Invoicing and Payment**

COH will be invoiced monthly, based on the percentage of the Services completed that month, and will pay each invoice within 30 days from the date that COH receives the invoice, per Texas Government Code, chapter 2251.

Customer will be invoiced for any "product" (i.e., hardware, software, documentation, accessories, materials, supplies and parts) associated with this Statement of Work upon delivery to a common carrier. Payment for any invoice for product (as listed above) is due within 30 days from the date that COH receives the invoice, per Texas Government Code, chapter 2251.

### **Credit Approval**

This Statement of Work is subject to credit approval by Calence. COH agrees to submit such financial information from time to time as may be reasonably requested by Calence for the establishment and/or continuation of credit terms.

### **Location**

The engagement will be performed at COH's facilities located at 100 N. Closner Blvd., Edinburg, TX 78539.

### **Customer Contact Information**

COH's contact for this engagement is Renan Ramirez (phone: 956.292.7010; fax: 956.318.2152; email: [renan@co.hidalgo.tx.us](mailto:renan@co.hidalgo.tx.us)), who will be responsible for making the arrangements necessary to accommodate Calence staff members and provide them with the COH resources required to complete the project.

### **Change Management**

Calence reserves the right to increase the fees and other amounts due to it hereunder in the event any of the assumptions or requirements set forth in this Statement of Work are unperformed or incorrect, or if COH requests Calence to provide additional services outside the scope of Services. In any such event, Calence will have no obligation to perform the affected Services or any additional services unless both parties have agreed, in writing, to the increased fees and/or the additional scope, as applicable, in the form of an addendum to this Statement of Work.

### **Acceptance Date**

This offer of Services will be good through November 2, 2008. Signature by COH indicates acceptance and authorization to proceed with the Services.

## Invoicing Procedures

Calence will send invoices to:

County of Hidalgo  
100 E. Cano 4<sup>th</sup> Floor  
Edinburg, TX 78539

Attention: Accounts Payable

Accounts Payable Contact: \_\_\_\_\_

Phone: \_\_\_\_\_

Select one of the following below:

- ☐ Customer issues system-generated Purchase Orders for service engagements.  
Please fill in the PO Number below and attach a hard copy of the Purchase Order to this signed Statement of Work. Note: Services cannot be performed until a hard copy of the Purchase Order is received.

P.O. Number \_\_\_\_\_

- ☐ Customer does NOT issue system-generated Purchase Orders for service engagements. Accordingly, performance of and payment for any services under this Statement of Work do not require, and are not contingent upon, the issuance of any Purchase Order or other similar document.  
If Customer requires Calence to include an internal reference number on invoices, please fill in the reference information below.

Internal Billing Reference Number/Name: \_\_\_\_\_

IN WITNESS WHEREOF, Customer and Calence have executed this Statement of Work effective as of the Effective Date. Customer, by signing below, expressly acknowledges and affirms that Customer has carefully read and agrees to this entire Statement of Work, and that this Statement of Work is a binding agreement between Calence and Customer. Customer and the individual signing this Statement of Work on behalf of Customer represent that he/she is expressly invested with the requisite authority to execute this Statement of Work on behalf of Customer and bind Customer in this matter.

**Calence, LLC**

**County of Hidalgo**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

**AI-11499**

**19.F.1.**

**Cisco Computer Equipment  
CC REGULAR**

**Date:** 10/07/2008

**Submitted By:** Matilde Faz, PURCHASING DEPT.

**Submitted For:** Marty Salazar

**Department:** PURCHASING DEPT.

**Agenda Area:** Purchasing Department

**Purchasing only:** WIC

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**Information**

**CAPTION**

Requesting authority to purchase computer equipment, software and/or peripherals through our membership/participation with the Department of Information Resource (DIR) contract #SDD-236 through awarded vendor - Calence through requisition #140460 in the total amount of \$49,806.80.

**BACKGROUND**

---

**Fiscal Impact**

**FISCAL YEAR:** 2008

**ACCT. #:** 8-1292-441-00-350-001-8-745

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

**MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Req # 140460 in the amount of \$49,806.80 as of 10-02-08

Available balance in account as of 10-02-08 \$54,844.79

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**Attachments**

Link: CISCO EQUIPMENT

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**Form Routing/Status**

| Route Seq | Inbox                 | Approved By    | Date                | Status |
|-----------|-----------------------|----------------|---------------------|--------|
| 1         | Purchasing Department | Marty Salazar  | 10/01/2008 05:05 PM | APRV   |
| 2         | Budget & Management   | Veronica Lopez | 10/02/2008 07:40 AM | APRV   |
| 3         | Veronica Lopez        | Veronica Lopez | 10/02/2008 09:00 AM | APRV   |
| 4         | Auditor's Office      | Linda Fong     | 10/03/2008 01:10 PM | APRV   |
| 5         | Dina Trevino          |                | 10/03/2008 05:27 PM | NEW    |

Form Started By: Matilde Faz

Started On: 10/01/2008 03:42 PM

Final Approval Date: 10/03/2008

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Reg # 00140460

PO #

Date: 09/29/08

Requisition  
W.I.C. PROGRAM

Bill To:

x  
x

Ship To:

W.I.C. PROGRAM  
3105 W. UNIVERSITY DR  
EDINBURG TX 78539

Contact:

MGONZALEZ  
956-381-4646

Vendor:

327913

CALENCE LLC

1560 WEST FOUNTAINHEAD PARKWAY

2ND FLOOR

TEMPE AZ 85282

FAX (408)547-0327

Contract No:

Special Instructions:

QUOTE-0082212-1 DIR#-SPD-236

| QUANTITY | UOM  | DESCRIPTION                                             | UNIT PRICE | AMOUNT    |
|----------|------|---------------------------------------------------------|------------|-----------|
| 26       | EACH | CISCO1841-T1 1841 BUNDLE W/MIC-IDSU-TA-V2               | 958.00     | 24,908.00 |
| 26       | EACH | CAB-AC POWER CORD 110V                                  | .00        | .00       |
| 26       | EACH | S1841PB-12403 CISC 1841 10S IP BASE W/O CRYPTO          | .00        | .00       |
| 26       | EACH | MEM1800-32CF 32 MB CISCO 1800 COMPACT FLASH             | .00        | .00       |
| 26       | EACH | WIC-IDSU-T1-V2 UPDATED 1-PORT T1 FRACTIONAL 51 DSU/CSU  | .00        | .00       |
| 26       | EACH | WAN INTERFACE CARFD                                     | .00        | .00       |
| 26       | EACH | ROUTER -SDM-CD CD FOR SD, SOFTWARE                      | .00        | .00       |
| 26       | EACH | CON-SNT-C1841T1 SMARTNET 8X5XNBD1841 BUNDLE W/MIC       | 96.80      | 2,516.80  |
| 26       | EACH | WC-C2940-8TT-S 810/100 ETHERNET PORTS AND 1 10/100/1000 | 318.00     | 8,268.00  |
| 26       | EACH | ETHERNET PORT                                           | .00        | .00       |
| 26       | EACH | CAB-AC-RA POWER CORD, 110V RIGHT ANGLE                  | .00        | .00       |
| 26       | EACH | CON-SNT-C18408TT SMARTNET 8X5TXNBD 8 10/100 ETH PRT,    | 51.20      | 1,331.20  |
| 1        | EACH | WC-C3750-48PS-E CATALYST 3750 48 10/100 POE+4 SFP       | 4,196.00   | 4,196.00  |
| 1        | EACH | ENHANCED IMAGE                                          | .00        | .00       |
| 1        | EACH | CAB-STACK - 50CM CISCO STACKWISE 50CM STACKING          | .00        | .00       |
| 1        | EACH | CAB-AC POWER CORD 110V                                  | .00        | .00       |
| 1        | EACH | CON-SNT-375048 PE SMARTNET 3X5XNBD CATALYST 3750 48 10/ | 536.80     | 536.80    |
| 1        | EACH | PA-MC-T3 1 PORT MULTICHANNEL T3 PORT ADAPTER            | 8,050.00   | 8,050.00  |
|          |      | Account No                                              |            |           |
|          |      | 8-1292-441-00-350-001-8-745                             | 49,806.80  |           |
|          |      | REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233    |            |           |
|          |      |                                                         | Freight    | .00       |
|          |      |                                                         | Total      | 49,806.80 |

Authorized By:

D/R

# CALENCE

1560 West Fountainhead Parkway

2nd Floor

Tempe, AZ 85282

Account Manager: Berger, Diana  
Phone: (956) 661-5561  
Client Advocate: Fair, Timothy  
Phone: (512) 691-2026  
Fax: (512) 691-9480

## Quotation

Texas Department of Information Resources



Qty # 140460  
1 of 2

Quote Number: Q-082212-1  
Date: 9/26/2008  
Shipping Terms: FOB - O  
Payment Terms: Net 30 days  
Quote Valid Thru: 10/26/2008  
DIR Agreement #: DIR-SD-236  
County of Hidalgo  
Information Technology Department  
100 N. Clossner, 1st Floor  
Edinburg, TX 78539

| Part Number | Description | Qty | List price | Disc. | Trade in | Unit price | Ext Price |
|-------------|-------------|-----|------------|-------|----------|------------|-----------|
|-------------|-------------|-----|------------|-------|----------|------------|-----------|

|                 |                                                         |    |             |  |          |           |              |
|-----------------|---------------------------------------------------------|----|-------------|--|----------|-----------|--------------|
| CON-SNT-C1841T1 | 1841 bundle<br>W/MIC-1DSU T1 V2, JP<br>Base: J213/125DK | 26 | \$ 1,358.00 |  | \$ 60.00 | \$ 858.00 | \$ 22,908.00 |
|-----------------|---------------------------------------------------------|----|-------------|--|----------|-----------|--------------|

|        |                  |    |         |  |          |    |             |
|--------|------------------|----|---------|--|----------|----|-------------|
| CAB-AC | Power Cord, 110V | 26 | \$ 0.00 |  | \$ 60.00 | \$ | \$ 1,100.00 |
|--------|------------------|----|---------|--|----------|----|-------------|

|               |                                    |    |         |  |          |    |         |
|---------------|------------------------------------|----|---------|--|----------|----|---------|
| STAPLER 12408 | Geo 1841 JPS II BASE<br>W/O CHRYTO | 26 | \$ 0.00 |  | \$ 60.00 | \$ | \$ 0.00 |
|---------------|------------------------------------|----|---------|--|----------|----|---------|

|              |                                 |    |         |  |          |    |         |
|--------------|---------------------------------|----|---------|--|----------|----|---------|
| MEM1800-32CF | 32MB Case 1800<br>Compact Flash | 26 | \$ 0.00 |  | \$ 60.00 | \$ | \$ 0.00 |
|--------------|---------------------------------|----|---------|--|----------|----|---------|

|                |                                                                     |    |         |  |          |    |         |
|----------------|---------------------------------------------------------------------|----|---------|--|----------|----|---------|
| WIC-1DSU T1-V2 | Updated 1-Port<br>T1/Fractional T1<br>DSU/CSU WAN<br>Interface Card | 26 | \$ 0.00 |  | \$ 60.00 | \$ | \$ 0.00 |
|----------------|---------------------------------------------------------------------|----|---------|--|----------|----|---------|

|               |                        |    |         |  |          |    |         |
|---------------|------------------------|----|---------|--|----------|----|---------|
| ROUTER-SDM-CD | CD FOR SDM<br>SOFTWARE | 26 | \$ 0.00 |  | \$ 60.00 | \$ | \$ 0.00 |
|---------------|------------------------|----|---------|--|----------|----|---------|

|                 |                                          |    |           |  |          |          |             |
|-----------------|------------------------------------------|----|-----------|--|----------|----------|-------------|
| CON-SNT-C1841T1 | SMARTNET 8X5XNBD<br>1841 bundle w/WIC-1D | 26 | \$ 121.00 |  | \$ 20.00 | \$ 96.80 | \$ 2,516.80 |
|-----------------|------------------------------------------|----|-----------|--|----------|----------|-------------|

|                |                                                               |    |           |  |          |           |             |
|----------------|---------------------------------------------------------------|----|-----------|--|----------|-----------|-------------|
| WS-C2940-8T1-S | 8 10/100 Ethernet ports<br>and 1 10/100/1000<br>Ethernet port | 26 | \$ 795.00 |  | \$ 60.00 | \$ 318.00 | \$ 8,268.00 |
|----------------|---------------------------------------------------------------|----|-----------|--|----------|-----------|-------------|

|           |                                  |    |         |  |          |    |         |
|-----------|----------------------------------|----|---------|--|----------|----|---------|
| CAB-AC-RA | Power Cord, 110V, Right<br>Angle | 26 | \$ 0.00 |  | \$ 60.00 | \$ | \$ 0.00 |
|-----------|----------------------------------|----|---------|--|----------|----|---------|

|                  |                                                              |    |          |  |          |          |             |
|------------------|--------------------------------------------------------------|----|----------|--|----------|----------|-------------|
| CON-SNT-C29408TT | SMARTNET 8X5XNBD 8<br>10/100 Eth pt, 1<br>10/100/1000 Eth pt | 26 | \$ 64.00 |  | \$ 20.00 | \$ 51.20 | \$ 1,331.20 |
|------------------|--------------------------------------------------------------|----|----------|--|----------|----------|-------------|

# CALENCE



Key # 140460  
2062

1560 West Fountainhead Parkway  
2nd Floor  
Tempe, AZ 85282

## Quotation

Texas Department of Information Resources

Quote Number: Q-082212-1  
Date: 9/26/2008  
Shipping Terms: FOB - O  
Payment Terms: Net 30 days  
Quote Valid Thru: 10/26/2008  
DIR Agreement #: DIR-SDU-236  
County of Hidalgo  
Information Technology Department  
100 N. Cloister, 1st Floor  
Edinburg, TX 78539

Account Manager: Berger, Diana  
Phone: (956) 661-5561  
Client Advocate: Fain, Timothy  
Phone: (512) 691-2026  
Fax: (512) 691-9480

| Part Number      | Description                                              | Qty | List price   | Disc.   | Trade In | Unit price  | Ext Price     |
|------------------|----------------------------------------------------------|-----|--------------|---------|----------|-------------|---------------|
| 145-03750-48P5-E | Catalyst 3750 48 10/100<br>PoE + 4 SFP Enhanced<br>Image | 1   | \$ 56,490.00 | 60.00 % |          | \$ 4,198.00 | \$ 4,198.00 ✓ |
| 145-5740-50CM    | CISCO STACKWISE<br>50CM STACKING                         | 1   | \$ 9.00      | 60.00 % |          | \$ 2.70     | \$ 2.70 ✓     |
| CAP-ALU          | Power Cord 110V                                          | 1   | \$ 0.00      | 60.00 % |          | \$ 0.00     | \$ 0.00 ✓     |
| CON-SHT-075048PE | SMARTNET BX5XNRD<br>Catalyst 3750 48 10/<br>port adapter | 1   | \$ 671.00    | 20.00 % |          | \$ 536.80   | \$ 536.80 ✓   |
| PA-MAC-13P       | 1 port multichannel T3                                   | 1   | \$ 20,125.00 | 60.00 % |          | \$ 6,050.00 | \$ 6,050.00 ✓ |

\* Please contact your Account Manager for financing options.

Quote Number: Q-082212-1  
Proprietary and confidential. For use only by addressee.  
Page: 2 of 3

|                   |    |           |
|-------------------|----|-----------|
| Total Hardware    | \$ | 45,422.00 |
| Total Maintenance | \$ | 4,384.80  |
| Estimated Tax     | \$ | 0.00      |
| Estimated Freight | \$ | 0.00      |
| Quote Total       | \$ | 49,806.80 |

**AI-11470**

**19.G.1.**

**Fire Extinguishers Equipment and Maintenance Service  
CC REGULAR**

**Date:** 10/07/2008

**Submitted By:** Sandra Montalvo, PURCHASING DEPT.

**Submitted For:** Marty Salazar

**Department:** PURCHASING DEPT.

**Agenda Area:** Purchasing Department      **Purchasing only:** Buildings & Grounds

---

**Information**

**CAPTION**

Requesting authority to advertise and approval of procurement packet (i.e. specifications and draft contract document) as attached hereto for: Hidalgo County Buildings and Grounds-"Fire Extinguishers Equipment and Maintenance Service" (Bid No. 2008-198)

**BACKGROUND**

Proposed Schedule of Events:

1st Advertisement: October 11, 2008

2nd Advertisement: October 18, 2008

Bid Opening Date: October 29, 2008

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**Fiscal Impact**

**FISCAL YEAR:** 2008

**ACCT. #:** Various

**FUNDS AVAILABLE Y/N?:**

**MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

For funding availability please see the attached 2008 Expense Report for Object 432 (dated as of 10/2/08)

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**Attachments**

Link: Memo, Exh. A & Draft Contract

Link: 2008 Exp Rpt for Obj 432

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**Form Routing/Status**

| Route Seq | Inbox                 | Approved By    | Date                | Status |
|-----------|-----------------------|----------------|---------------------|--------|
| 1         | Purchasing Department | Marty Salazar  | 10/01/2008 04:52 PM | APRV   |
| 2         | Budget & Management   | Veronica Lopez | 10/02/2008 07:37 AM | APRV   |
| 3         | Dale Kennan           | Dale Kennan    | 10/02/2008 08:44 AM | APRV   |
| 4         | Auditor's Office      | Becky Morales  | 10/02/2008 01:45 PM | APRV   |
| 5         | Court Administrator   | Angela Garcia  | 10/02/2008 02:54 PM | APRV   |

Form Started By: Sandra Montalvo

Started On: 09/30/2008 01:37  
PM

Final Approval Date: 10/02/2008

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# MEMORANDUM

(revised specifications)

**To:** Daniel Flores  
Buildings and Grounds, Director      via: [daniel.flores@co.hidalgo.tx.us](mailto:daniel.flores@co.hidalgo.tx.us)

**Attn:** Javier Carreon  
Buildings and Grounds, Foreman

**From:** Sandra Montalvo, Buyer  
Hidalgo County Purchasing Dept.

**Date:** September 22, 2008

**Re:** RFB No. 2008-198-00-00-SMA-HIDALGO COUNTY-"FIRE EXTINGUISHER  
EQUIPMENT AND MAINTENANCE"

For your **REVIEW and UPDATE**, attached you will find the current specifications for the above-referenced project. Please indicate if these specifications meet all your requirements by signing below and indicating your approval, approval with modifications and/or disapproval.

If you have any questions, please call me at (956) 318-2626 ext# 4865.

|                                                                 |                                     |
|-----------------------------------------------------------------|-------------------------------------|
| APPROVE                                                         | DISAPPROVE <input type="checkbox"/> |
| APPROVED WITH MODIFICATIONS <input checked="" type="checkbox"/> |                                     |

FUNDS AVAILABILITY: ☒ YES / ☐ NO / ☐ Other

(Specify) \_\_\_\_\_

BUDGET ACCOUNT #: 8-1100-419-40-220-001-0-432



AUTHORIZED SIGNATURE

*DANIEL FLORES*

PRINTED NAME

9/24/08

DATE

**SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT,  
VIA FAX TO (956) 292-7612 or e-mail: [sandra.montalvo@co.hidalgo.tx.us](mailto:sandra.montalvo@co.hidalgo.tx.us) by no  
later than Wednesday, September 24, 2008 @ 5:00p.m.**

Enclosures

**EXHIBIT "A"**  
**SPECIFICATIONS/REQUIREMENTS**

**HIDALGO COUNTY**  
**REQUEST FOR BID**  
**"FIRE EXTINGUISHER EQUIPMENT AND**  
**MAINTENANCE SERVICE"**

**RFB: 2008-198-10-29-SMA**

**EXHIBIT "A"**  
**HIDALGO COUNTY**  
**"FIRE EXTINGUISHER EQUIPMENT AND MAINTENANCE SERVICE"**  
**BID NO. 2008-198-10-29-SMA**

**SPECIFICATIONS, REQUIREMENTS AND OTHER TERMS & CONDITIONS**

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**PROJECT OVERVIEW:**

Hidalgo County is seeking to contract with a qualified bidder to conduct all Fire Extinguisher Services on an as needed basis for Hidalgo County. The following are specifications, services, requirements, terms and conditions which include, but are not limited to:

**SPECIFICATIONS:**

1. Vendor must inspect each and every County department/location listed for additions and/or deletions.
2. Vendor must provide site schedule addressed to Hidalgo County Buildings & Grounds.
3. Vendor must furnish labor, equipment, material and transportation to perform annual inspections, test recharge and service the fire extinguishers on an annual basis as needed for Hidalgo County.
4. Vendor shall check entire building to ensure adequate numbers of fire extinguishers are properly installed to meet all fire codes and standards.
5. Vendor shall perform the required 12 year or 5 year hydrostatic testing on all portable fire extinguishers when due. Vendor shall also ensure that extinguishers are emptied and subject to the applicable maintenance procedures. When recharging or hydrostatic testing is performed, the time requirement begins from that date. Trained persons with suitable testing equipment and facilities shall perform all hydrostatic testing. (See following table)

| Hydrostatic Test Interval for Extinguishers                                                    |                       |
|------------------------------------------------------------------------------------------------|-----------------------|
| Extinguisher Type                                                                              | Test Interval (years) |
| Stored Pressure Water, Loaded Stream and/or Antifreeze                                         | 5                     |
| Wetting Agent                                                                                  | 5                     |
| AFFF (Aqueous Film Forming Foam)                                                               | 5                     |
| FFFP (Film Forming Fluoroprotein Foam)                                                         | 5                     |
| Dry Chemical with Stainless Steel Shells                                                       | 5                     |
| Carbon Dioxide                                                                                 | 5                     |
| Dry Chemical, Stored Pressure, with Mild Steel Shells, Brazed Brass Shells, or Aluminum Shells | 12                    |
| Dry Chemical, Cartridge or Cylinder Operated, with Mild Steel Shells.                          | 12                    |
| Halogenated Agents                                                                             | 12                    |
| Dry Powder, Stored Pressure, Cartridge-or Cylinder-Operated, with Mild Steel Shells            | 12                    |

6. Vendor shall ensure that alternate equivalent protection is provided when portable fire extinguishers are removed from service for maintenance and recharging.
7. Vendor shall perform a visual inspection of **Portable Dry Chemical (ABC) Extinguishers** for physical damage, charge and maintenance intervals. Portables that meet maintenance intervals shall



be checked to ensure pull pins and temper seals are in place. Handles on extinguisher shall be checked to ensure they are not bent to coming loose. Gauges shall be checked to verify operational status. Charge on cylinder should result in gauge indication in the full charged (green) range. All portable extinguishers shall have proper hose fitted and contain proper amount/type fire extinguisher agent. The portable fire extinguishers are to be properly mounted located and identified in such a manner that they are readily accessible, fully charged, in operable condition, in their designated place and installed. All inspections and service shall be in accordance with NFPA 10, Standard for Portable Fire Extinguishers.

8. Vendor shall perform a visual inspection of **Carbon Dioxide (CO2) Extinguishers** for physical damage, charge and maintenance intervals. CO2 extinguishers that meet maintenance interval shall be checked to ensure pull pins and tamper seals are in place. Handles on extinguishers shall be checked to ensure they are not bent or coming loose. Cylinders should be weighted to detect loss of liquid by leakage, tampering or use. All CO2 extinguishers shall have proper hose and horn fitted and shall contain proper weight of carbon dioxide fire extinguisher agent. Hoses and horns shall be in good condition have no visible cracks in the rubber. The CO2 fire extinguishers shall be properly mounted, located and identified in such a manner that they are readily accessible fully charged, in operable condition. All inspections and service shall be in accordance with NFPA12, Standard for CO2 Fire Extinguishers.
9. Vendor shall perform a visual inspection of **Portable Water Extinguishers** for physical damage, proper amount of liquid agent and maintenance intervals. Portable Water Extinguishers that meet maintenance intervals shall be checked to ensure pull pins and tamper seals are in place. Handles on extinguishers shall be checked to ensure they are not bent or coming loose. Gauges shall be checked to verify operational status. Liquid agent in cylinder should result in gauge indication in the full (green) range. All portable water extinguishers shall have proper hose fitted and contain proper amount/type fire extinguishers agent. Hoses shall be in good condition and have no visible cracks in the rubber. The portable water fire extinguishers shall be properly mounted, located and identified in such a manner that they are readily accessible, filled with proper amount of liquid agent, in operable condition. All inspections and service shall be in accordance with NFPA 10, Standard for Portable Fire Extinguishers.

#### **REQUIREMENTS:**

1. Bidder(s) must be State licensed during complete term of contract.
2. Vendor(s) will provide and maintain all the required Insurances and/or Bonds as described and listed in: **Insurance Requirements: See Exhibit "C" attached hereto.**

#### **TERMS & CONDITIONS:**

1. The term of the contract is **three (3) years initial period with County's option to extend for one (1) additional year term under the same rates, terms and conditions.**
2. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for next contract term.
3. After bid is awarded and low bidder(s) default(s) in meeting the terms and conditions of this bid and/or comply with the contractual agreement, Hidalgo County reserves the right to seek services from the next lowest qualified bidder(s) and/or meeting all specifications. In such event, County shall charge the successful bidder(s) the difference for any additional cost of such item(s)
4. Vendors must, upon request, furnish satisfactory evidence of their ability to furnish products or

services in accordance with the terms and conditions of these specifications. Hidalgo County will make the final determination as to the vendor's ability.

5. All products and/or services furnished under this RFB shall be warranted by the vendor to be free from defects and fit for the intended use.
6. The awarded vendor shall observe and obey all laws, ordinances, rules and regulations of the Federal, State and local government which may be applicable to the supply of these products and/or services.
7. The awarded vendor shall observe and obey all laws, ordinances, rules and regulations of the Federal, State and local government which may be applicable to the supply of these products and/or services.
8. After contract is awarded and successful awarded contractor defaults in meeting the general instructions to bidders(s) and/or in complying with the contract agreement, Hidalgo County reserves the right to procure the articles and services from other sources and hold the defaulting contractor responsible for any excess cost occasioned thereby. In such event, Hidalgo County shall charge the successful contractor the difference for any additional cost to the County.
9. Hidalgo County reserves the right to award to one or MULTIPLE bidders if the County determines it is in its best interest to do so.
10. Any contract awarded to a successful bidder will be in effect until:
  - (a) The contract expires
  - (b) Delivery acceptance of products and/or performance of services ordered, or
  - (c) Terminated by County with thirty (30) day's written notice prior to cancellation.
11. Vendor must thoroughly fill in each section of the Bid Page (Exhibit "B") if applicable.  
INCOMPLETE submittals shall be considered a probable cause for disqualification
12. All billing must be submitted to the designated department: (See following table)

**NOTE: The following locations are approximate amounts of fire extinguishers (subject to change locations and quantities).**

| DEPARTMENT / LOCATION                                                                     | APPROXIMATE QTY. OF EXTINGUISHERS |
|-------------------------------------------------------------------------------------------|-----------------------------------|
| <b>REMIT BILLING TO HIDALGO COUNTY BUILDINGS &amp; GROUNDS</b>                            |                                   |
| <b>HIDALGO COUNTY ADMINISTRATION BLDG.</b><br>100 E. Cano<br>Edinburg, Texas 78539        | 30                                |
| <b>HIDALGO COUNTY COURTHOUSE &amp; ANNEX I</b><br>100 N. Closner<br>Edinburg, Texas 78539 | 48                                |
| <b>ANNEX II</b><br>101 S. 10 <sup>th</sup><br>Edinburg, Tx 78539                          |                                   |
| <b>430<sup>TH</sup> DISTRICT COURT</b><br>111 South 9 <sup>th</sup><br>Edinburg, Tx 78539 | 2                                 |
| <b>BUILDINGS &amp; GROUNDS</b><br>3100 S Bus. 281<br>Edinburg TX. 78539                   | 15                                |
| <b>BUILDINGS &amp; GROUNDS-( Vehicles) UNITS:</b>                                         | 33                                |

|                                                                                                                                              |    |
|----------------------------------------------------------------------------------------------------------------------------------------------|----|
| 20, 22, 24, 25, 26, 27, 29, 30, 31, 32, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58           |    |
| <b>NEW ADMINISTRATION BUILDING</b><br>2802 S. Bus. 281<br>Edinburg, Tx 78539                                                                 | 8  |
| <b>Hidalgo County Juvenile Center (VACANT)</b><br>3100 S. Hwy 281<br>Edinburg, Texas 78540<br>(956) 381-8600                                 | 10 |
| <b>McAllen Sub-Station</b><br>300 E. Hackberry (Rear)<br>McAllen, Texas 78501                                                                | 2  |
| <b>Weslaco Sub-Station</b><br>1902 Joe Stephens<br>Weslaco, Texas 78596                                                                      | 2  |
| <b>Hidalgo County Extension Service</b><br>410 N. 13 <sup>th</sup><br>Edinburg, Texas<br>Contact: Brad Cowen (956) 383-1026                  | 6  |
| <b>La Mansion (VACANT)</b><br>2401 N Moorefield – (4)<br>Mission, Tx.                                                                        | 9  |
| <b>Mission Clinic</b><br>½ Mile South Breyfogle<br>Mission, Texas 78572                                                                      | 4  |
| <b>Pct. 4 Pl. 1-Justice of the Peace, Charlie Espinoza</b><br>212 N 12th Ave.<br>Edinburg, Tx                                                | 3  |
| <b>Pct. 2- Constable Gilbert Alaniz</b><br>523 S. Standard<br>San Juan, Tx                                                                   | 1  |
| <b>REMIT BILLING TO HIDALGO COUNTY JUVENILE CENTER</b>                                                                                       |    |
| <b>Hidalgo County Juvenile Justice Center (NEW BLDG.) and 449<sup>th</sup> District Court</b><br>1001 N. Doolittle Rd.<br>Edinburg, Tx 78534 | 42 |
| <b>REMIT BILLING TO PCT.5 CONSTABLE</b>                                                                                                      |    |
| <b>Pct. 5- Constable (vehicles)</b><br>335 W. 9nd<br>Elsa, Tx                                                                                | 4  |
| <b>REMIT BILLING TO HIDALGO COUNTY WIC PROGRAM- ADM. OFFICE</b><br>CONTACT: MARGARITA @ 381-4646                                             |    |
| <b>WIC Administration Office</b><br>3105 W. University Drive<br>Edinburg, Tx 78539                                                           | 4  |
| <b>WIC Cargo Vans</b>                                                                                                                        | 3  |
| <b>McAllen WIC Clinic 1203 (Modular Bldg)</b><br>300 E. Hackberry<br>McAllen, Texas 78501                                                    | 2  |
| <b>Donna WIC Clinic</b><br>301 S. 8 <sup>th</sup><br>Donna, Texas 78537                                                                      | 2  |
| <b>Mercedes WIC Clinic</b><br>540 S. Texas<br>Mercedes, Texas 78570                                                                          | 2  |
| <b>La Joya WIC Clinic</b><br>204 West 2 <sup>nd</sup> Street<br>La Joya, Texas 78560                                                         | 3  |
| <b>Las Milpas WIC Clinic</b><br>221 Suites A&B East Dicker Drive<br>Las Milpas, Texas 78560                                                  | 2  |
| <b>Progreso WIC Clinic (Modular Bldg)</b><br>5 Mi. South Business 83 on FM 1015<br>Progreso, Texas 78579                                     | 2  |
| <b>San Juan WIC Clinic</b><br>524 South Nebraska<br>San Juan, Texas 78579                                                                    | 4  |
| <b>Alton WIC Clinic</b><br>Between Glasscock & Shary Rd.<br>Alton, Texas 78573                                                               | 2  |
| <b>Alamo WIC Clinic</b><br>1033 West Frontage Expressway 83                                                                                  | 4  |

|                                                                                                                                                     |    |
|-----------------------------------------------------------------------------------------------------------------------------------------------------|----|
| Alamo, Texas 78516                                                                                                                                  |    |
| <b>Sullivan WIC Clinic</b><br>Highway 83<br>Sullivan, Texas 78596                                                                                   | 3  |
| <b>Mission WIC Clinic #2</b><br>1209 Doherty<br>Mission, Texas 78572                                                                                | 2  |
| <b>McAllen WIC Clinic #2</b><br>1201 Houston<br>McAllen, Texas 78501                                                                                | 2  |
| <b>Edinburg WIC Clinic #2</b><br>113 Dawson<br>Edinburg, Texas 78539                                                                                | 6  |
| <b>Pharr WIC Clinic #2</b><br>1000 E. Old Highway 83<br>Pharr, Texas 78577                                                                          | 2  |
| <b>Hidalgo County WIC Annex Building</b><br>3109 W. University<br>Edinburg, Texas 78539                                                             | 2  |
| <b>Mobile Clinic</b><br>3105 W. University<br>Edinburg, Texas 78539                                                                                 | 2  |
| <b>Roma WIC Clinic</b><br>1505 N. Grant, Suite 1 & 2<br>Roma, Tx 78584                                                                              | 3  |
| <b>Rio Grande City WIC Clinic</b><br>604 N. Grant<br>Rio Grande City, Tx 78582                                                                      | 2  |
| <b>HEALTH AND WIC CLINICS</b>                                                                                                                       |    |
| <b>REMIT BILLING TO HIDALGO COUNTY BUILDINGS &amp; GROUNDS</b>                                                                                      |    |
| <b>Edinburg Health &amp; WIC Clinics</b><br>3105 E. Schunior<br>Edinburg, Texas 78539                                                               | 5  |
| <b>Pharr Health &amp; WIC Clinics</b><br>1903 N. Fir<br>Pharr, Texas 78577                                                                          | 4  |
| <b>Weslaco Health &amp; WIC Clinics</b><br>1901 North Bridge<br>Weslaco, Texas 78596                                                                | 5  |
| <b>Mission Health &amp; WIC Clinics</b><br>211 South Schubach<br>Mission, Texas 78572                                                               | 2  |
| <b>Hidalgo Health &amp; WIC Clinics</b><br>702 E. Tejano<br>Hidalgo, Texas 78577                                                                    | 4  |
| <b>Elsa Health &amp; WIC Clinics</b><br>708 E. Edinburg<br>Elsa, Texas 78543                                                                        | 4  |
| <b>REMIT BILLING TO HIDALGO COUNTY HEALTH DEPT.</b>                                                                                                 |    |
| <b>Hidalgo County Health Department (956) 383-6221</b><br>Central Office & Warehouse<br>1304 South 25 <sup>th</sup> Street<br>Edinburg, Texas 78539 | 20 |
| <b>McAllen Clinic</b><br>300 E. Hackberry<br>McAllen, Texas 78501                                                                                   | 3  |
| <b>Mobile Clinic</b><br>1304 South 25 <sup>th</sup> Street<br>Edinburg, Texas                                                                       | 3  |
| <b>Pulmonary</b><br>1304 South 25 <sup>th</sup> Street<br>Edinburg, Texas 78539                                                                     | 3  |
| <b>Trucks and Vans</b><br>1304 South 25 <sup>th</sup> Street<br>Edinburg, Texas 78539                                                               | 17 |
| <b>REMIT BILLING TO HIDALGO COUNTY RESITUATION CENTER</b>                                                                                           |    |
| <b>Hidalgo County Restitution Center</b><br>1124 N. M. Rd<br>Edinburg, Tx 78539<br>956-381-0733<br>Contact: Robert Lizcano                          | 9  |
| <b>Restitution (Vehicles)</b><br>Vans: #206-218,102-5247,102-5248,892-797,205-791                                                                   | 5  |

| <b>REMIT BILLING TO HIDALGO COUNTY BOOT CAMP</b>                                                                                 |     |
|----------------------------------------------------------------------------------------------------------------------------------|-----|
| <b>Hidalgo County Boot Camp</b><br>1000 M. Rd. - P.O. Box 1109<br>Edinburg, Texas 78539<br>(956) 380-3311 Contact: Melissa Garza |     |
| <b>Administration Building - (Boot Camp)</b>                                                                                     | 3   |
| <b>Alpha Company Billeets- (Boot Camp)</b>                                                                                       | 2   |
| <b>Bravo Company Billeets- (Boot Camp)</b>                                                                                       | 2   |
| <b>Vehicles: (Boot Camp)</b><br>Boot Camp Vans: 610-596, 772-423, 866-571<br>Shed                                                | 4   |
| <b>REMIT BILLING TO HIDALGO COUNTY ADULT PROBATION</b>                                                                           |     |
| <b>Hidalgo County Adult Probation</b><br>3100 S. Bus. Hwy. 281<br>Edinburg, Tx 78539<br>956-587-6000<br>Contact: Diana Solis     | 6   |
| Probation Dept Van # 761-532                                                                                                     | 1   |
| <b>REMIT BILLING TO HIDALGO COUNTY SHERRIF'S OFFICE</b>                                                                          |     |
| <b>Hidalgo County Sheriff's Office</b><br>711 El Cibolo Rd.<br>Edinburg, Texas 78540<br>(956) 383-8114<br>Contact: Richard Ozuna |     |
| Law Enforcement Center                                                                                                           | 8   |
| Firing Range                                                                                                                     | 1   |
| Motor Pool                                                                                                                       | 5   |
| Academy                                                                                                                          | 6   |
| Detention Center                                                                                                                 | 61  |
| <b>REMIT BILLING TO HIDALGO COUNTY BUDGET &amp; MANAGEMENT-SAFETY DIVISION</b>                                                   |     |
| Hidalgo County B & M-Safety Division<br>2818 S. Bus. Hwy. 281<br>Edinburg, Tx 78539<br>Contact: Roy Quintanilha                  |     |
| Vehicles:<br>Units: 1,2,3,4,5,6,7,8 & 9                                                                                          | 9   |
| <b>REMIT BILLING TO HIDALGO COUNTY HITDA TASK FORCE</b>                                                                          |     |
| Hidalgo County HITDA Task Force<br>3100 S. Closner<br>Fox Trot Building<br>Edinburg, Tx<br>Contact: Sonia Lopez                  | 3   |
| <b>REMIT BILLING TO HIDALGO COUNTY PCT. 1</b>                                                                                    |     |
| <b>Hidalgo County Precinct No. 1</b><br>1902 Joe Stephens Ave.<br>Weslaco, Texas 78596<br>(956) 968-8733                         | 4   |
| Pct. 1-Shop                                                                                                                      | 2   |
| Pct. 1-Texas Parks & Wildlife-                                                                                                   | 1   |
| Sunset Tire Shop                                                                                                                 | 1   |
| Roman's Office                                                                                                                   | 1   |
| Water & Sign Room                                                                                                                | 1   |
| Gas Storage Tank                                                                                                                 | 1   |
| Diesel Storage Tank                                                                                                              | 1   |
| Vehicles/Equipment Units# 1 thru 153                                                                                             | 153 |
| Sunset Guard House                                                                                                               | 1   |
| Sanitation Office                                                                                                                | 1   |
| Sanitation Storage                                                                                                               | 2   |
| Mercedes Collection Center                                                                                                       | 1   |
| Donna Collection Center                                                                                                          | 1   |
| Monte Alto Collection Center                                                                                                     | 1   |
| Sunset Collection Center                                                                                                         | 1   |
| Monte Alto Veterans Park                                                                                                         | 1   |
| Sunrise Pavilion Kitchen                                                                                                         | 1   |
| North East Exit                                                                                                                  | 1   |
| South East Exit                                                                                                                  | 1   |
| Delta Shop                                                                                                                       | 2   |
| Tool Room                                                                                                                        | 1   |
| Delta Tool Booth                                                                                                                 | 1   |
| <b>REMIT BILLING TO J.P. GILBERT SAENZ</b>                                                                                       |     |
| <b>Pct. 1 Pl 1.- Justice of the Peace Gilbert Saenz</b><br>1902 Joe Stephens Ave., Ste 301                                       | 2   |

|                                                                                                                                                  |    |
|--------------------------------------------------------------------------------------------------------------------------------------------------|----|
| Weslaco, Texas 78596                                                                                                                             |    |
| <b>REMIT BILLING TO J.P. JESUS MORALES</b>                                                                                                       |    |
| <b>Pct. 1 Pl. 2 -Justice of the Peace Jesus Morales</b><br>1902 Joe Stephens Ave., Ste. 302<br>Weslaco, Texas 78596                              | 2  |
| <b>REMIT BILLING TO HIDALGO COUNTY PCT. 2</b>                                                                                                    |    |
| <b>Hidalgo County Precinct No. 2</b><br>301 E. State<br>Pharr, Texas<br>(956- 787-1891)                                                          | 3  |
| <b>Vehicle /Equipment- Pct. 2</b><br>1, 2, 3, 4, 5, 6, 9, 11, 12, 13, 15,<br>21, 22,, 28, 29, 30, 31, 32, 34,<br>35, 37, 43, 44, 46, 50          | 25 |
| <b>Pct. 2 -Shop</b><br>329 E. State<br>Pharr, Tx                                                                                                 | 9  |
| <b>Pct. 2-Palmer Pavilion</b><br>301 E. Hackberry<br>McAllen, Tx                                                                                 | 7  |
| <b>Pct. 2-Palmer Pavilion (Less Gilmore Kitchen)</b><br>301 E. Hackberry<br>McAllen, Tx                                                          | 6  |
| <b>Pct. 2-Las Milpas Pool</b><br>6 ½ Mile South Jackson Rd & Anaya<br>Las Milpas, Tx                                                             | 2  |
| <b>Pct. 2-County Wide Shop (shop &amp; pole)</b><br>101 N. Cypress<br>Pharr, Tx                                                                  | 3  |
| <b>Pct. 2-County Wide Shop</b><br>(equipment & vehicles 39,49,59, 1988 western star)<br>101 N. Cypress<br>Pharr, Tx                              | 4  |
| <b>Pct 2- CRC South Tower</b><br>509 E. Earling Street.<br>San Juan, Tx                                                                          | 7  |
| <b>REMIT BILLING TO HIDALGO COUNTY PCT. 3</b>                                                                                                    |    |
| <b>Hidalgo County Precinct No. 3-(Office)</b><br>724 N. Breyfogle<br>Mission, Texas<br>(956-585-4509)                                            | 51 |
| <b>Pct. 3- Constable Larry Gallardo</b><br><b>Pct. 3 Pl. 2-Justice of the Peace Israel "Melo" Ochoa</b><br>730 N. Breyfogle St. B<br>Mission Tx. | 12 |
| <b>Pct. 3-Justice of the Peace Israel "Melo" Ochoa</b><br>730 N. Breyfogle Ste. A<br>Mission Tx.                                                 | 3  |
| <b>Pct. 3- Peñitas Landfill</b><br>7 Miles West of Mission on Military Rd.<br>Peñitas, Tx                                                        | 11 |
| <b>Pct.3-Anzalduas Park</b><br>4 Miles South of Mission on FM 1016<br>Mission, Tx                                                                | 18 |
| <b>REMIT BILLING TO HIDALGO COUNTY PCT. 4</b>                                                                                                    |    |
| <b>Hidalgo County Precinct No. 4 (office)</b><br>1102 N. Doolittle<br>Edinburg, Texas 78539<br>(383-3112)                                        | 72 |
| <b>Pct. 4- Landfill</b><br>1102 N. Doolittle<br>Edinburg, Texas 78539                                                                            | 5  |

12. **MARKET VOLATILITY AND UNIT PRICE ADJUSTMENTS:**

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

**1. Requesting Price Adjustment:** Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.

- A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.
- The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
- The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
- No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
- The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

**2. Price Reduction:** Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

**3. 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.

**4. Allowable Review Periods:** Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

**5. Dollar Limit to Price Changes:** The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

**ADDITIONAL INFORMATION:**

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.

Hidalgo County is requesting that any and all questions, inquiries, and clarifications regarding quotes, bids, proposals, or statements of qualifications be addressed to, Martha L. Salazar, CPPB, Purchasing Agent, 2812 S. Business Hwy. 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

**ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE TO (956) 292-7612 OR VIA E-MAIL TO [sandra.montalvo@co.hidalgo.tx.us](mailto:sandra.montalvo@co.hidalgo.tx.us) by NO LATER THAN WEDNESDAY, OCTOBER 22, 2008 BY 5:00 P.M.** Responses will be sent to all applicants via facsimile or e-mail by no **later than FRIDAY, OCTOBER 24, 2008 BY 5:00 P.M.**



THE STATE OF TEXAS     §  
                                          §  
COUNTY OF HIDALGO     §

**SERVICE CONTRACT  
C-08-198-00-00**

THIS CONTRACT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2008 by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and \_\_\_\_\_, a Texas Corporation. ("Company").

WHEREAS, Company responded to advertised notices for bids for "\_\_\_\_\_" of \_\_\_\_\_ (the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, a copy of such specifications and bid being attached hereto as Exhibits "A" and "B" respectively, and incorporated herein for all purposes (the "Specifications"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications, the Commissioners Court of County awarded the bid to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agrees that this Contract is entered into in order to provide the Services to locations at \_\_\_\_\_. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the Services in accordance with the

Specifications within **Hidalgo County** following a request for Services by the **Department Head, Commissioner, Sheriff or** his designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period beginning\_\_\_\_\_ and ending on\_\_\_\_\_ and may be extended at the sole discretion of County for an additional sixty (60) days, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

7. Company shall provide insurance in force on all its vehicles and all persons connected

with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship, that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County:

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

If to Company

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

14. This Agreement may be terminated by either party without cause upon thirty (30) days written notice.

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

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

WITNESS our hands in duplicate originals this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

Approved by Commissioners' Court on, \_\_\_\_\_ day of \_\_\_\_\_, 2008.

**COUNTY OF HIDALGO**

**ATTEST:**

By: \_\_\_\_\_  
Juan D. Salinas, III, County Judge

\_\_\_\_\_  
Arturo Guajardo Jr., County Clerk

**COMPANY:** \_\_\_\_\_  
By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

APPROVED AS TO FORM:  
Atlas & Hall, L.L.P.

By: \_\_\_\_\_

Run Date 10/02/08 08:42 AM

Hidalgo County

Page No 1

For 01/01/08 - 01/31/09

Expenditure Summary Report

FJEXS01A

Periods 01 - 13

Standard Report Format

1001 - Standard Report Spec

| <u>Account No/Description</u> |                                   | <u>Adjusted<br/>Budget</u> | <u>Y-T-D<br/>Encumb</u> | <u>Period<br/>Expended</u> | <u>Y-T-D<br/>Expended</u> | <u>Available<br/>Balance</u> | <u>Percent<br/>Used</u> |
|-------------------------------|-----------------------------------|----------------------------|-------------------------|----------------------------|---------------------------|------------------------------|-------------------------|
| <b>1100 GENERAL FUND</b>      |                                   |                            |                         |                            |                           |                              |                         |
| 8-1100-412-00-001-001-0-432   | 92ND DC-EQUIP R&M SERVICE         | .00                        | .00                     | .00                        | .00                       | .00                          | .00                     |
| 8-1100-412-00-002-001-0-432   | 93RD DC-EQUIP R&M SERVICE         | 600.00                     | .00                     | 500.00                     | 500.00                    | 100.00                       | 83.33                   |
| 8-1100-412-00-003-001-0-432   | 139TH DC-EQUIP R&M SERVICE        | 1,000.00                   | .00                     | 20.00                      | 20.00                     | 980.00                       | 2.00                    |
| 8-1100-412-00-004-001-0-432   | 206TH DC-EQUIP R&M SERVICE        | 1,400.00                   | 125.00                  | 1,061.89                   | 1,061.89                  | 213.11                       | 84.78                   |
| 8-1100-412-00-005-001-0-432   | 275TH DC-EQUIP R&M SERVICE        | .00                        | .00                     | .00                        | .00                       | .00                          | .00                     |
| 8-1100-412-00-007-001-0-432   | 370TH DC-EQUIP R&M SERVICE        | 800.00                     | 23.63                   | 660.00                     | 660.00                    | 116.37                       | 85.45                   |
| 8-1100-412-00-008-001-0-432   | 389TH DC-EQUIP R&M SERVICE        | .00                        | .00                     | .00                        | .00                       | .00                          | .00                     |
| 8-1100-412-00-009-001-0-432   | 398TH DC-EQUIP R&M SERVICE        | 1,500.00                   | .00                     | 886.00                     | 886.00                    | 614.00                       | 59.07                   |
| 8-1100-412-00-011-001-0-432   | 449TH DC-EQUIP R&M SERVICE        | 500.00                     | .00                     | .00                        | .00                       | 500.00                       | .00                     |
| 8-1100-412-00-021-001-0-432   | CCL#1-EQUIP R&M SERVICE           | 225.00                     | 75.00                   | 150.00                     | 150.00                    | .00                          | 100.00                  |
| 8-1100-412-00-022-001-0-432   | CCL#2-EQUIP R&M SERVICE           | 1,000.00                   | .00                     | .00                        | .00                       | 1,000.00                     | .00                     |
| 8-1100-412-00-026-001-0-432   | CCL#6-EQUIP R&M SERVICE           | 1,000.00                   | .00                     | 430.50                     | 430.50                    | 569.50                       | 43.05                   |
| 8-1100-412-00-040-001-0-432   | CRT OF CIV APP-EQUIP R&M SERVICE  | 580.00                     | .00                     | .00                        | .00                       | 580.00                       | .00                     |
| 8-1100-412-00-061-001-0-432   | JP PCT 1/PL 1-EQUIP R&M SERVICE   | 1,000.00                   | .00                     | 4.70                       | 4.70                      | 995.30                       | .47                     |
| 8-1100-412-00-062-001-0-432   | JP PCT 1/PL 2-EQUIP R&M SERVICE   | 319.00                     | .00                     | .00                        | .00                       | 319.00                       | .00                     |
| 8-1100-412-00-063-001-0-432   | JP PCT 2/PL 1-EQUIP R&M SERVICE   | 300.00                     | .00                     | .00                        | .00                       | 300.00                       | .00                     |
| 8-1100-412-00-064-001-0-432   | JP PCT 2/PL 2-EQUIP R&M SERVICE   | 219.00                     | .00                     | .00                        | .00                       | 219.00                       | .00                     |
| 8-1100-412-00-065-001-0-432   | JP PCT 3/PL 1-EQUIP R&M SERVICE   | 300.00                     | .00                     | .00                        | .00                       | 300.00                       | .00                     |
| 8-1100-412-00-066-001-0-432   | JP PCT 3/PL 2-EQUIP R&M SERVICE   | 300.00                     | .00                     | .00                        | .00                       | 300.00                       | .00                     |
| 8-1100-412-00-067-001-0-432   | JP PCT 4/PL 1-EQUIP R&M SERVICE   | 500.00                     | 160.10                  | .00                        | .00                       | 339.90                       | 32.02                   |
| 8-1100-412-00-069-001-0-432   | JP PCT 5/PL 1-EQUIP R&M SERVICE   | 1,500.00                   | 95.00                   | .00                        | .00                       | 1,405.00                     | 6.33                    |
| 8-1100-412-00-080-002-0-432   | CRIM DA-EQUIP R&M SERVICE         | 5,000.00                   | 1,930.17                | 2,411.74                   | 2,411.74                  | 658.09                       | 86.84                   |
| 8-1100-412-00-090-001-0-432   | DIST CLERK-EQUIP R&M SERVICE      | 5,189.22                   | .00                     | 1,195.87                   | 1,195.87                  | 3,993.35                     | 23.05                   |
| 8-1100-413-00-110-006-0-432   | CO JUDGE-EQUIP R&M SERVICE        | 395.00                     | .00                     | 395.00                     | 395.00                    | .00                          | 100.00                  |
| 8-1100-414-00-130-001-0-432   | ELECTIONS DEPT-EQUIP R&M SERVICE  | 15,000.00                  | 1,781.26                | 3,908.45                   | 3,908.45                  | 9,310.29                     | 37.93                   |
| 8-1100-415-00-115-072-0-432   | HURRICANE DOLLY-EQUIP R&M SERVICE | 5,000.00                   | 2,807.71                | .00                        | .00                       | 2,192.29                     | 56.15                   |
| 8-1100-415-00-200-001-0-432   | INFO TECH DEPT-EQUIP R&M SERVICE  | 4,217.78                   | 675.96                  | 3,466.04                   | 3,466.04                  | 75.78                        | 98.20                   |
| 8-1100-415-00-200-002-0-432   | COMPUTER DEPT-EQUIP R&M SERVICES  | 47,320.07                  | 4,165.42                | 31,731.82                  | 31,731.82                 | 11,422.83                    | 75.86                   |
| 8-1100-415-14-115-001-0-432   | DBM-BUDGET DIV-EQUIP R&M SERVICE  | 2,250.00                   | .00                     | 2,250.00                   | 2,250.00                  | .00                          | 100.00                  |

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## Expenditure Summary Report

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| <u>Account No/Description</u> |                                        | <u>Adjusted<br/>Budget</u> | <u>Y-T-D<br/>Encumb</u> | <u>Period<br/>Expended</u> | <u>Y-T-D<br/>Expended</u> | <u>Available<br/>Balance</u> | <u>Percent<br/>Used</u> |
|-------------------------------|----------------------------------------|----------------------------|-------------------------|----------------------------|---------------------------|------------------------------|-------------------------|
| <b>1100 GENERAL FUND</b>      |                                        |                            |                         |                            |                           |                              |                         |
| 8-1100-415-15-140-001-0-432   | TAX OFF-EQUIP R&M SERVICE              | 48,860.05                  | 517.00                  | 9,105.00                   | 9,105.00                  | 39,238.05                    | 19.69                   |
| 8-1100-415-16-150-001-0-432   | CO TREASURER-EQUIP R&M SERVICE         | 695.00                     | .00                     | 295.00                     | 295.00                    | 400.00                       | 42.45                   |
| 8-1100-415-18-160-001-0-432   | PURCHASING-EQUIP R&M SERVICE           | .00                        | .00                     | .00                        | .00                       | .00                          | .00                     |
| 8-1100-415-21-170-001-0-432   | CO AUDITOR-EQUIP R&M SERVICE           | 3,000.00                   | .00                     | 203.85                     | 203.85                    | 2,796.15                     | 6.80                    |
| 8-1100-415-40-180-001-0-432   | CO CLERK-EQUIP R&M SERVICE             | 3,970.00                   | 860.00                  | 583.90                     | 583.90                    | 2,526.10                     | 36.37                   |
| 8-1100-415-40-180-002-0-432   | CO CLERK RECORD ARCHIVE-EQUIP R&M SERV | 1,000.00                   | .00                     | .00                        | .00                       | 1,000.00                     | .00                     |
| 8-1100-415-50-190-001-0-432   | CIVIL SERVICE-EQUIP R&M SERVICE        | 2,650.00                   | 600.00                  | 1,200.00                   | 1,200.00                  | 850.00                       | 67.92                   |
| 8-1100-415-50-190-002-0-432   | HUMAN RESOURCES-EQUIP R&M SERVICE      | 3,150.00                   | 600.00                  | 2,196.67                   | 2,196.67                  | 353.33                       | 88.78                   |
| 8-1100-419-10-210-001-0-432   | PLANNING DEPT-EQUIP R&M SERVICE        | 439.00                     | .00                     | 45.00                      | 45.00                     | 394.00                       | 10.25                   |
| 8-1100-419-40-115-069-0-432   | CRTHSE PK LOT-EQUIP R&M SERVICE        | 350.00                     | .00                     | 96.99                      | 96.99                     | 253.01                       | 27.71                   |
| 8-1100-419-40-220-001-0-432   | GEN GOVT BLDG-EQUIP R&M SERVICE        | 25,000.00                  | 9,132.95                | 3,368.67                   | 3,368.67                  | 12,498.38                    | 50.01                   |
| 8-1100-419-50-115-059-0-432   | DBM-SAFETY DIV-EQUIP R&M SERVICE       | 2,000.00                   | .00                     | 26.10                      | 26.10                     | 1,973.90                     | 1.31                    |
| 8-1100-421-00-115-027-0-432   | TX DPS-EQUIP R&M SERVICE               | 550.00                     | .00                     | .00                        | .00                       | 550.00                       | .00                     |
| 8-1100-421-00-280-001-0-432   | SHERIFF-EQUIP R&M SERVICE              | 25,886.00                  | 3,670.60                | 5,511.45                   | 5,511.45                  | 16,703.95                    | 35.47                   |
| 8-1100-421-00-291-001-0-432   | CONSTABLE PCT.1-EQUIP R&M SERVICE      | 736.00                     | .00                     | 18.80                      | 18.80                     | 717.20                       | 2.55                    |
| 8-1100-421-00-292-001-0-432   | CONSTABLE PCT.2-EQUIP R&M SERVICE      | 4,000.00                   | 2,000.00                | .00                        | .00                       | 2,000.00                     | 50.00                   |
| 8-1100-421-00-293-001-0-432   | CONSTABLE PCT.3-EQUIP R&M SERVICE      | 300.00                     | .00                     | .00                        | .00                       | 300.00                       | .00                     |
| 8-1100-421-00-294-001-0-432   | CONSTABLE PCT.4-EQUIP R&M SERVICE      | 3,500.00                   | .00                     | .00                        | .00                       | 3,500.00                     | .00                     |
| 8-1100-421-00-295-001-0-432   | CONSTABLE PCT.5-EQUIP R&M SERVICE      | 1,200.00                   | 121.62                  | .00                        | .00                       | 1,078.38                     | 10.14                   |
| 8-1100-422-10-300-001-0-432   | EMERG SRVS-FM-EQUIP R&M SERVICE        | 2,000.00                   | 331.28                  | 1,547.44                   | 1,547.44                  | 121.28                       | 93.94                   |
| 8-1100-423-00-320-001-0-432   | ADULT PROB-EQUIP R&M SERVICE           | 12,900.00                  | 185.90                  | 1,328.10                   | 1,328.10                  | 11,386.00                    | 11.74                   |
| 8-1100-423-21-280-002-0-432   | JAIL-EQUIP R&M SERVICE                 | 103,000.00                 | 15,707.15               | 42,751.58                  | 42,751.58                 | 44,541.27                    | 56.76                   |
| 8-1100-423-32-330-001-0-432   | JUV DET HM-EQUIP R&M SERVICE           | 8,500.00                   | 1,994.50                | 250.00                     | 250.00                    | 6,255.50                     | 26.41                   |
| 8-1100-429-00-300-023-0-432   | EMERG SRVS-EM-EQUIP R&M SERVICE        | 3,930.00                   | .00                     | .00                        | .00                       | 3,930.00                     | .00                     |
| 8-1100-432-00-121-001-0-432   | SANITATION PCT.1-EQUIP R&M SERVICE     | 13,887.33                  | 903.20                  | 9,665.89                   | 9,665.89                  | 3,318.24                     | 76.11                   |
| 8-1100-432-00-122-001-0-432   | SANITATION PCT.2-EQUIP R&M SERVICE     | 14,500.00                  | 9,872.85                | 80.00                      | 80.00                     | 4,547.15                     | 68.64                   |
| 8-1100-432-00-123-001-0-432   | SANITATION PCT.3-EQUIP R&M SERVICE     | 36,000.00                  | 1,250.00                | 19,949.52                  | 19,949.52                 | 14,800.48                    | 58.89                   |
| 8-1100-432-00-124-001-0-432   | SANITATION PCT.4-EQUIP R&M SERVICE     | 12,500.00                  | 725.00                  | 3,065.37                   | 3,065.37                  | 8,709.63                     | 30.32                   |

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## Expenditure Summary Report

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Periods 01 - 13

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1001 - Standard Report Spec

| <u>Account No/Description</u>     |                                   | <u>Adjusted<br/>Budget</u> | <u>Y-T-D<br/>Encumb</u> | <u>Period<br/>Expended</u> | <u>Y-T-D<br/>Expended</u> | <u>Available<br/>Balance</u> | <u>Percent<br/>Used</u> |
|-----------------------------------|-----------------------------------|----------------------------|-------------------------|----------------------------|---------------------------|------------------------------|-------------------------|
| <b>1100 GENERAL FUND</b>          |                                   |                            |                         |                            |                           |                              |                         |
| 8-1100-441-00-340-001-0-432       | HEALTH ADM-EQUIP R&M SERVICE      | 8,000.00                   | 6,213.46                | 1,739.60                   | 1,739.60                  | 46.94                        | 99.41                   |
| 8-1100-441-00-340-003-0-432       | HEALTH CLINICS-EQUIP R&M SERVICE  | 6,500.00                   | 4,150.00                | 294.00                     | 294.00                    | 2,056.00                     | 68.37                   |
| 8-1100-444-00-240-001-0-432       | HUMAN SERVICES-EQUIP R&M SERVICE  | .00                        | .00                     | .00                        | .00                       | .00                          | .00                     |
| 8-1100-461-00-380-001-0-432       | TX AGRILIFE EXT-EQUIP R&M SERVICE | 1,500.00                   | .00                     | 164.99                     | 164.99                    | 1,335.01                     | 11.00                   |
| 8-1100-466-00-122-018-0-432       | PCT 2 CRC-EQUIP R&M SERVICE       | 100.00                     | .00                     | .00                        | .00                       | 100.00                       | .00                     |
| <b>1100 GENERAL FUND</b>          |                                   | <b>448,018.45</b>          | <b>70,674.76</b>        | <b>152,559.93</b>          | <b>152,559.93</b>         | <b>224,783.76</b>            | <b>49.83</b>            |
| <b>1200 R&amp;B COUNTY WIDE</b>   |                                   |                            |                         |                            |                           |                              |                         |
| 8-1200-431-00-122-004-0-432       | CO SHOP-EQUIP R&M SERVICE         | 2,000.00                   | 326.88                  | 1,180.77                   | 1,180.77                  | 492.35                       | 75.38                   |
| 8-1200-431-00-260-001-0-432       | R-O-W DEPT-EQUIP R&M SERVICE      | 4,000.00                   | .00                     | .00                        | .00                       | 4,000.00                     | .00                     |
| <b>1200 R&amp;B COUNTY WIDE</b>   |                                   | <b>6,000.00</b>            | <b>326.88</b>           | <b>1,180.77</b>            | <b>1,180.77</b>           | <b>4,492.35</b>              | <b>25.13</b>            |
| <b>1201 R&amp;B PRECINCT NO.1</b> |                                   |                            |                         |                            |                           |                              |                         |
| 8-1201-431-00-121-004-0-432       | PCT.1 RD ADM-EQUIP R&M SERVICE    | 300.00                     | 274.15                  | 25.85                      | 25.85                     | .00                          | 100.00                  |
| 8-1201-431-00-121-005-0-432       | PCT.1 P/U RD-EQUIP R&M SERVICE    | 13,000.00                  | 2,373.77                | 4,182.60                   | 4,182.60                  | 6,443.63                     | 50.43                   |
| <b>1201 R&amp;B PRECINCT NO.1</b> |                                   | <b>13,300.00</b>           | <b>2,647.92</b>         | <b>4,208.45</b>            | <b>4,208.45</b>           | <b>6,443.63</b>              | <b>51.55</b>            |
| <b>1202 R&amp;B PRECINCT NO.2</b> |                                   |                            |                         |                            |                           |                              |                         |
| 8-1202-431-00-122-005-0-432       | PCT.2 RD ADM-EQUIP R&M SERVICE    | 950.00                     | .00                     | .00                        | .00                       | 950.00                       | .00                     |
| 8-1202-431-00-122-006-0-432       | PCT.2 P/U RD-EQUIP R&M SERVICE    | 12,000.00                  | 6,549.44                | 2,710.70                   | 2,710.70                  | 2,739.86                     | 77.17                   |
| <b>1202 R&amp;B PRECINCT NO.2</b> |                                   | <b>12,950.00</b>           | <b>6,549.44</b>         | <b>2,710.70</b>            | <b>2,710.70</b>           | <b>3,689.86</b>              | <b>71.51</b>            |
| <b>1203 R&amp;B PRECINCT NO.3</b> |                                   |                            |                         |                            |                           |                              |                         |
| 8-1203-431-00-123-004-0-432       | PCT.3 RD ADM-EQUIP R&M SERVICE    | 1,200.00                   | 868.59                  | 205.50                     | 205.50                    | 125.91                       | 89.51                   |
| 8-1203-431-00-123-005-0-432       | PCT.3 P/U RD-EQUIP R&M SERVICE    | 56,000.00                  | 1,422.98                | 5,707.17                   | 5,707.17                  | 48,869.85                    | 12.73                   |
| <b>1203 R&amp;B PRECINCT NO.3</b> |                                   | <b>57,200.00</b>           | <b>2,291.57</b>         | <b>5,912.67</b>            | <b>5,912.67</b>           | <b>48,995.76</b>             | <b>14.34</b>            |
| <b>1204 R&amp;B PRECINCT NO.4</b> |                                   |                            |                         |                            |                           |                              |                         |
| 8-1204-431-00-124-005-0-432       | PCT.4 RD ADM-EQUIP R&M SERVICE    | 500.00                     | .00                     | 445.00                     | 445.00                    | 55.00                        | 89.00                   |
| 8-1204-431-00-124-007-0-432       | PCT.4 P/U RD-EQUIP R&M SERVICE    | 30,031.09                  | 3,117.76                | 10,017.65                  | 10,017.65                 | 16,895.68                    | 43.74                   |
| <b>1204 R&amp;B PRECINCT NO.4</b> |                                   | <b>30,531.09</b>           | <b>3,117.76</b>         | <b>10,462.65</b>           | <b>10,462.65</b>          | <b>16,950.68</b>             | <b>44.48</b>            |
| <b>1211 PARKS PRECINCT NO.1</b>   |                                   |                            |                         |                            |                           |                              |                         |
| 8-1211-452-00-121-013-0-432       | PARKS PCT.1-EQUIP R&M SERVICE     | 1,884.68                   | 833.09                  | 638.60                     | 638.60                    | 412.99                       | 78.09                   |
| <b>1211 PARKS PRECINCT NO.1</b>   |                                   | <b>1,884.68</b>            | <b>833.09</b>           | <b>638.60</b>              | <b>638.60</b>             | <b>412.99</b>                | <b>78.09</b>            |
| <b>1212 PARKS PRECINCT NO.2</b>   |                                   |                            |                         |                            |                           |                              |                         |
| 8-1212-452-00-122-008-0-432       | PARKS PCT.2-EQUIP R&M SERVICE     | 2,300.00                   | 768.68                  | 459.43                     | 459.43                    | 1,071.89                     | 53.40                   |
| <b>1212 PARKS PRECINCT NO.2</b>   |                                   | <b>2,300.00</b>            | <b>768.68</b>           | <b>459.43</b>              | <b>459.43</b>             | <b>1,071.89</b>              | <b>53.40</b>            |
| <b>1213 PARKS PRECINCT NO.3</b>   |                                   |                            |                         |                            |                           |                              |                         |



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## Expenditure Summary Report

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| Account No/Description                                             | Adjusted<br>Budget | Y-T-D<br>Encumb | Period<br>Expended | Y-T-D<br>Expended | Available<br>Balance | Percent<br>Used |
|--------------------------------------------------------------------|--------------------|-----------------|--------------------|-------------------|----------------------|-----------------|
| <b>1213 PARKS PRECINCT NO.3</b>                                    |                    |                 |                    |                   |                      |                 |
| 8-1213-452-00-123-008-0-432 PARKS PCT.3-EQUIP R&M SERVICE          | 4,000.00           | 811.20          | 1,301.00           | 1,301.00          | 1,887.80             | 52.81           |
| <b>1213 PARKS PRECINCT NO.3</b>                                    | <b>4,000.00</b>    | <b>811.20</b>   | <b>1,301.00</b>    | <b>1,301.00</b>   | <b>1,887.80</b>      | <b>52.81</b>    |
| <b>1214 PARKS PRECINCT NO.4</b>                                    |                    |                 |                    |                   |                      |                 |
| 8-1214-452-00-124-009-0-432 PARKS PCT.4-EQUIP R&M SERVICE          | 1,600.00           | .00             | .00                | .00               | 1,600.00             | .00             |
| <b>1214 PARKS PRECINCT NO.4</b>                                    | <b>1,600.00</b>    | <b>.00</b>      | <b>.00</b>         | <b>.00</b>        | <b>1,600.00</b>      | <b>.00</b>      |
| <b>1222 DISTRICT ATTORNEY BAD CHECK PROCESSING</b>                 |                    |                 |                    |                   |                      |                 |
| 8-1222-412-00-080-006-0-432 DA BAD CK-EQUIP R&M SERVICE            | 100.00             | .00             | 75.00              | 75.00             | 25.00                | 75.00           |
| <b>1222 DISTRICT ATTORNEY BAD CHECK PROCESSING</b>                 | <b>100.00</b>      | <b>.00</b>      | <b>75.00</b>       | <b>75.00</b>      | <b>25.00</b>         | <b>75.00</b>    |
| <b>1237 COUNTY CLERK RECORDS MANAGEMENT &amp; PRESER</b>           |                    |                 |                    |                   |                      |                 |
| 8-1237-415-40-180-003-0-432 CC REC MGMT-EQUIP R&M SERVICE          | 9,500.00           | .00             | .00                | .00               | 9,500.00             | .00             |
| <b>1237 COUNTY CLERK RECORDS MANAGEMENT &amp; PRESER</b>           | <b>9,500.00</b>    | <b>.00</b>      | <b>.00</b>         | <b>.00</b>        | <b>9,500.00</b>      | <b>.00</b>      |
| <b>1238 COUNTY RECORDS MANAGEMENT &amp; PRESERVATION</b>           |                    |                 |                    |                   |                      |                 |
| 8-1238-415-40-180-004-0-432 COUNTY RECORDS MGMT-EQUIP R&M SERVICE  | .00                | .00             | .00                | .00               | .00                  | .00             |
| <b>1238 COUNTY RECORDS MANAGEMENT &amp; PRESERVATION</b>           | <b>.00</b>         | <b>.00</b>      | <b>.00</b>         | <b>.00</b>        | <b>.00</b>           | <b>.00</b>      |
| <b>1241 COURTHOUSE SECURITY FUND</b>                               |                    |                 |                    |                   |                      |                 |
| 8-1241-421-23-115-044-0-432 COURTHOUSE SECURITY-EQUIP R&M SERVICE  | 4,000.00           | 1,000.00        | .00                | .00               | 3,000.00             | 25.00           |
| <b>1241 COURTHOUSE SECURITY FUND</b>                               | <b>4,000.00</b>    | <b>1,000.00</b> | <b>.00</b>         | <b>.00</b>        | <b>3,000.00</b>      | <b>25.00</b>    |
| <b>1242 JUSTICE COURT TECHNOLOGY FUND 9/01-8/05</b>                |                    |                 |                    |                   |                      |                 |
| 8-1242-412-00-060-001-0-432 JUSTICE CRT TECH-EQUIP R&M SERVICE     | 21,567.00          | 238.39          | 3,520.00           | 3,520.00          | 17,808.61            | 17.43           |
| <b>1242 JUSTICE COURT TECHNOLOGY FUND 9/01-8/05</b>                | <b>21,567.00</b>   | <b>238.39</b>   | <b>3,520.00</b>    | <b>3,520.00</b>   | <b>17,808.61</b>     | <b>17.43</b>    |
| <b>1246 T.A.C. SPECIAL VEHICLE INVENTORY FUND</b>                  |                    |                 |                    |                   |                      |                 |
| 8-1246-415-15-140-003-0-432 TAX OFF-EQUIP R&M SERVICE              | 500.00             | .00             | .00                | .00               | 500.00               | .00             |
| <b>1246 T.A.C. SPECIAL VEHICLE INVENTORY FUND</b>                  | <b>500.00</b>      | <b>.00</b>      | <b>.00</b>         | <b>.00</b>        | <b>500.00</b>        | <b>.00</b>      |
| <b>1247 LAW LIBRARY</b>                                            |                    |                 |                    |                   |                      |                 |
| 8-1247-412-50-100-001-0-432 LAW LIBRARY-EQUIP R&M SERVICE          | 1,000.00           | .00             | .00                | .00               | 1,000.00             | .00             |
| <b>1247 LAW LIBRARY</b>                                            | <b>1,000.00</b>    | <b>.00</b>      | <b>.00</b>         | <b>.00</b>        | <b>1,000.00</b>      | <b>.00</b>      |
| <b>1252 HIDTA FEDERAL SHARING US TREASURY</b>                      |                    |                 |                    |                   |                      |                 |
| 8-1252-412-00-270-012-0-432 HIDTA US TREASURY-EQUIP R&M SERVICE    | 5,000.00           | 1,357.22        | 1,621.75           | 1,621.75          | 2,021.03             | 59.58           |
| <b>1252 HIDTA FEDERAL SHARING US TREASURY</b>                      | <b>5,000.00</b>    | <b>1,357.22</b> | <b>1,621.75</b>    | <b>1,621.75</b>   | <b>2,021.03</b>      | <b>59.58</b>    |
| <b>1291 HIDTA</b>                                                  |                    |                 |                    |                   |                      |                 |
| 8-1291-412-00-270-002-0-432 HIDTA TF COMMAND CTR-EQUIP R&M SERVICE | .00                | .00             | .00                | .00               | .00                  | .00             |
| 8-1291-412-00-270-003-7-432 HIDTA TASK FORCE-EQUIP R&M SERVICE     | 1,000.00           | .00             | 882.03             | 882.03            | 117.97               | 88.20           |
| <b>1291 HIDTA</b>                                                  | <b>1,000.00</b>    | <b>.00</b>      | <b>882.03</b>      | <b>882.03</b>     | <b>117.97</b>        | <b>88.20</b>    |
| <b>1292 WIC</b>                                                    |                    |                 |                    |                   |                      |                 |
| 8-1292-441-00-350-001-8-432 WIC ADM-EQUIP R&M SERVICE              | 17,242.55          | 2,698.97        | 14,325.41          | 14,325.41         | 218.17               | 98.73           |

Run Date 10/02/08 08:42 AM

## Hidalgo County

Page No 5

For 01/01/08 - 01/31/09

## Expenditure Summary Report

FJEXS01A

Periods 01 - 13

Standard Report Format

1001 - Standard Report Spec

| Account No/Description                                            | Adjusted<br>Budget | Y-T-D<br>Encumb   | Period<br>Expended | Y-T-D<br>Expended | Available<br>Balance | Percent<br>Used |
|-------------------------------------------------------------------|--------------------|-------------------|--------------------|-------------------|----------------------|-----------------|
| <b>1292 WIC</b>                                                   |                    |                   |                    |                   |                      |                 |
| 8-1292-441-00-350-001-9-432 WIC ADM-EQUIP R&M SERVICE             | 8,000.00           | .00               | .00                | .00               | 8,000.00             | .00             |
| <b>1292 WIC</b>                                                   | <b>25,242.55</b>   | <b>2,698.97</b>   | <b>14,325.41</b>   | <b>14,325.41</b>  | <b>8,218.17</b>      | <b>67.44</b>    |
| <b>1293 HEALTH DEPARTMENT</b>                                     |                    |                   |                    |                   |                      |                 |
| 8-1293-441-00-340-005-0-432 H.D. ADM-EQUIP R&M SERVICE            | 1,610.00           | 1,329.92          | .00                | .00               | 280.08               | 82.60           |
| 8-1293-441-00-340-013-8-432 TDH PHPSB-EQUIP R&M SERVICE           | 1,489.00           | .00               | .00                | .00               | 1,489.00             | .00             |
| <b>1293 HEALTH DEPARTMENT</b>                                     | <b>3,099.00</b>    | <b>1,329.92</b>   | <b>.00</b>         | <b>.00</b>        | <b>1,769.08</b>      | <b>42.91</b>    |
| <b>1294 JUVENILE PROBATION</b>                                    |                    |                   |                    |                   |                      |                 |
| 8-1294-423-00-330-014-0-432 COMPUTERIZATION-EQUIP R&M SERVICE     | 18,942.29          | .00               | 5,423.88           | 5,423.88          | 13,518.41            | 28.63           |
| <b>1294 JUVENILE PROBATION</b>                                    | <b>18,942.29</b>   | <b>.00</b>        | <b>5,423.88</b>    | <b>5,423.88</b>   | <b>13,518.41</b>     | <b>28.63</b>    |
| <b>1295 POST ADJUDICATION JUVENILE BOOT CAMP</b>                  |                    |                   |                    |                   |                      |                 |
| 8-1295-423-00-330-028-0-432 WESL B/C-EQUIP R&M SERVICE            | 8,000.00           | 2,669.97          | 680.90             | 680.90            | 4,649.13             | 41.89           |
| <b>1295 POST ADJUDICATION JUVENILE BOOT CAMP</b>                  | <b>8,000.00</b>    | <b>2,669.97</b>   | <b>680.90</b>      | <b>680.90</b>     | <b>4,649.13</b>      | <b>41.89</b>    |
| <b>1297 ADULT PROBATION</b>                                       |                    |                   |                    |                   |                      |                 |
| 8-1297-423-00-320-002-8-432 BASIC SUPERVISION-EQUIP R&M SERVICE   | 33,425.29          | .00               | 4,466.64           | 4,466.64          | 28,958.65            | 13.36           |
| 8-1297-423-00-320-002-9-432 BASIC SUPERVISION-EQUIP R&M SERVICE   | 45,500.00          | 8,698.24          | .00                | .00               | 36,801.76            | 19.12           |
| 8-1297-423-00-320-005-8-432 RESTITUTION CTR-EQUIP R&M SERVICE     | 2,846.00           | 145.00            | 2,109.20           | 2,109.20          | 591.80               | 79.21           |
| 8-1297-423-00-320-005-9-432 RESTITUTION CTR-EQUIP R&M SERVICE     | 3,000.00           | 196.90            | .00                | .00               | 2,803.10             | 6.56            |
| 8-1297-423-00-320-008-8-432 COMM CORR-EQUIP R&M SERVICE           | 2,717.00           | .00               | 1,915.75           | 1,915.75          | 801.25               | 70.51           |
| 8-1297-423-00-320-008-9-432 COMM CORR-EQUIP R&M SERVICE           | 14,650.00          | .00               | .00                | .00               | 14,650.00            | .00             |
| 8-1297-423-00-320-020-8-432 SATF-EQUIP R&M SERVICE                | 2,350.00           | 1,410.56          | 499.50             | 499.50            | 439.94               | 81.28           |
| 8-1297-423-00-320-020-9-432 SATF-EQUIP R&M SERVICE                | 15,800.00          | 3,639.70          | 23.50              | 23.50             | 12,136.80            | 23.18           |
| <b>1297 ADULT PROBATION</b>                                       | <b>120,288.29</b>  | <b>14,090.40</b>  | <b>9,014.59</b>    | <b>9,014.59</b>   | <b>97,183.30</b>     | <b>19.21</b>    |
| <b>2201 SELF-FUNDED HEALTH INSURANCE</b>                          |                    |                   |                    |                   |                      |                 |
| 8-2201-415-00-115-009-0-432 DBM-HEALTH INS ADM-EQUIP R&M SERVICES | .00                | .00               | .00                | .00               | .00                  | .00             |
| <b>2201 SELF-FUNDED HEALTH INSURANCE</b>                          | <b>.00</b>         | <b>.00</b>        | <b>.00</b>         | <b>.00</b>        | <b>.00</b>           | <b>.00</b>      |
| <b>2202 SELF-FUNDED WORKERS' COMP</b>                             |                    |                   |                    |                   |                      |                 |
| 8-2202-419-50-115-065-0-432 DBM-W/C DIV-EQUIP R&M SERVICE         | 300.00             | .00               | .00                | .00               | 300.00               | .00             |
| <b>2202 SELF-FUNDED WORKERS' COMP</b>                             | <b>300.00</b>      | <b>.00</b>        | <b>.00</b>         | <b>.00</b>        | <b>300.00</b>        | <b>.00</b>      |
| <b>8 YEAR</b>                                                     | <b>796,323.35</b>  | <b>111,406.17</b> | <b>214,977.76</b>  | <b>214,977.76</b> | <b>469,939.42</b>    | <b>40.99</b>    |

**AI-11518**

**19.G.2.**

**Roof Replacement Services Proposal  
CC REGULAR**

**Date:** 10/07/2008

**Submitted By:** Elena Gomez, PURCHASING DEPT.

**Submitted For:** Marty Salazar

**Department:** PURCHASING DEPT.

**Agenda Area:** Purchasing Department      **Purchasing only:** Buildings & Grounds

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**Information**

**CAPTION**

Presentation for discussion, acceptance and approval of a proposal submitted by Weatherproofing Technologies, Inc./WTI/Tremco Commercial Line Item Pricing through the County's participation/membership with The Cooperative Purchasing Network (TCPN) contract #R4812 for the provision of labor and materials including, but not limited to, roofing replacement, with 10 year warranty, 10 year service & maintenance agreement with annual inspections and any other accessories as may be needed for the roof replacement to the County-owned building (property) located on Moorefiled Rd., aka, the Longoria property with authority to issue a purchase order in the amount of:

- A. \$ 412,000.00 (Base proposal is a new clay or synthetic tile); or,  
B. \$ 392,000.00 (Alternate proposal the an Architectural Standing Seam Metal Roofing).

**BACKGROUND**

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**Fiscal Impact**

**FISCAL YEAR:**

**ACCT. #:** 8-1336-444-00-220-014-0-452

**FUNDS AVAILABLE Y/N?:**

**MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Available balance \$242,968.00 as of 10/03/08. Additional funds will be transferred after approval.

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**Attachments**

Link: TCPN #R4812  
Proposal

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**Form Routing/Status**

| Route Seq | Inbox                 | Approved By    | Date                | Status |
|-----------|-----------------------|----------------|---------------------|--------|
| 1         | Purchasing Department | Marty Salazar  | 10/02/2008 04:59 PM | APRV   |
| 2         | Budget & Management   | Veronica Lopez | 10/03/2008 07:38 AM | APRV   |
| 3         | Erika Reyna           | Erika Reyna    | 10/03/2008 10:50 AM | APRV   |
| 4         | Auditor's Office      | Linda Fong     | 10/03/2008 01:27 PM | APRV   |
| 5         | Court Administrator   | Angela Garcia  | 10/03/2008 01:37 PM | APRV   |

Form Started By: Elena Gomez

Started On: 10/01/2008 05:06  
PM

Final Approval Date: 10/03/2008

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**TREMCO INCORPORATED  
WEATHERPROOFING TECHNOLOGIES, INC.  
ROOF REPLACEMENT SERVICES PROPOSAL**

**DATE:** September 29, 2008

**OWNER:** County of Hidalgo  
2802 So. Business 281  
Edinburg, Texas 78539

**PROJECT:** Roof Replacement Services for  
Mission Human Services  
2401 N. Moorefield Road  
Mission, Texas 78572

- A. Through The Cooperative Purchasing Network (TCPN) Contract Agreement (#R4812), **Weatherproofing Technologies, Inc. (WTI)** will provide the following Roof Repair Services on the above referenced Project:

**BASE PROPOSAL:**

**(Clay or Synthetic Tile at steep slope roof areas and TPA Single Ply roofing at low slope decks)**

**SCOPE OF WORK FOR ROOF REPLACEMENT**

The following outline is a listing of anticipated replacement procedures required to properly replace the roof system(s) on the **Mission Human Services Building**. Once replacement procedures are initiated and existing materials are removed it may become necessary to adjust and/or alter these replacement procedures and/or materials to conform to the existing conditions.

**Scope of Work for Roof Replacement at Steep-Slope Roof Areas:**

1. Remove existing clay tile roofing and wood nailers down to the existing substrate.
2. Repair or replace damaged or deteriorated substrate as required. The condition of existing wood nailers, wood blocking and wood decking cannot be determined until the existing roofing and flashings are removed. Replacement of existing damaged or deteriorated wood blocking or nailers, if required, will be added to the contract by unit pricing which will be determined prior to issuance of a purchase order.
3. Install one (1) ply of a Self Adhesive, SBS Modified Bitumen Base Sheet Underlayment over the properly prepared substrate. Prime substrate as required.
4. Install a new **Clay Tile or Synthetic Tile** roof system in accordance with the manufacturer's instructions. Provide all trim, flashing, fittings and other appurtenances as required. Color to be selected by Owner.
5. Raise, relocate or re-work existing mechanical equipment, vents, piping, conduits, and other roof top items to remain as required to provide proper flashings of proper height above the finished roof system.

6. Provide a ten (10) year Tremco TremCare Gold – Service and Maintenance Agreement including a Tremco Quality Assurance Plus Warranty for New Roofs with annual service and maintenance inspections. The inspections will include general rooftop housekeeping and routine roof maintenance (*see item B below*).

**Scope of Work for Roof Replacement at Low-Slope Deck Areas:**

1. Properly clean and prepare existing concrete and masonry substrate.
2. Install a White **45 mil** Polyester Fleece Backed Tri-Polymer Alloy Thermoplastic Single Ply Roof System fully adhered over the properly prepared substrate.
3. At all equipment curbs and elevation changes, install a base flashing system consisting of White Tri-Polymer Alloy **55 mil** Un-reinforced membrane fully adhered with TPA Bonding Adhesive. Parapet walls will be flashed in a similar fashion or clad in metal panels to match the tile roofing system after being properly sealed.
4. Provide pre-fabricated TPA flashing boots, TPA corners, TPA cover strip, and TPA Walkway as required.
5. Install new sheet metal work as required, including but not limited to fascia, counterflashings, pitch pans, scuppers, conductors, gutters, downspouts, flashing and trim. Use TPA Coated Metal at all areas.
6. Raise, relocate or re-work existing mechanical equipment, vents, piping, conduits, roof drains and other roof top items to remain as required to provide proper flashings of proper height above the finished roof membrane. Provide for owner approved certified Mechanical, Electrical and Plumbing contractors to raise, re-locate, disconnect and re-connect services as required.
7. Re-work existing doors as required to allow for proper flashing of the roof system.
8. Provide new skylights as required to match existing.
9. Provide a ten (10) year Tremco TremCare Gold – Service and Maintenance Agreement including a Tremco Quality Assurance Plus Warranty for New Roofs with annual service and maintenance inspections. The inspections will include general rooftop housekeeping and routine roof maintenance (*see item B below*).

**ALTERNATE PROPOSAL:**

**(Architectural Standing Seam Metal roofing at steep slope roof areas and TPA Single Ply roofing at low slope decks)**

**SCOPE OF WORK FOR ROOF REPLACEMENT**

The following outline is a listing of anticipated replacement procedures required to properly replace the roof system(s) on the **Mission Human Services Building**. Once replacement procedures are initiated and existing materials are removed it may become necessary to adjust and/or alter these replacement procedures and/or materials to conform to the existing conditions.

**Scope of Work for Roof Replacement at Steep-Slope Roof Areas:**

1. Remove existing clay tile roofing and wood nailers down to the existing substrate.
2. Repair or replace damaged or deteriorated substrate as required. The condition of existing wood

nailers, wood blocking and wood decking cannot be determined until the existing roofing and flashings are removed. Replacement of existing damaged or deteriorated wood blocking or nailers, if required, will be added to the contract by unit pricing which will be determined prior to issuance of a purchase order.

3. Install one (1) ply of a Self Adhesive, SBS Modified Bitumen Base Sheet Underlayment over the properly prepared substrate. Prime substrate as required.
4. Install a new **Architectural Standing Seam Metal** roof system in accordance with the manufacturer's instructions. Provide all trim, flashing, fittings and other appurtenances as required. Color to be selected by Owner.
5. Raise, relocate or re-work existing mechanical equipment, vents, piping, conduits, and other roof top items to remain as required to provide proper flashings of proper height above the finished roof system.
6. Provide a ten (10) year Tremco TremCare Gold – Service and Maintenance Agreement including a Tremco Quality Assurance Plus Warranty for New Roofs with annual service and maintenance inspections. The inspections will include general rooftop housekeeping and routine roof maintenance (*see item B below*).

**Scope of Work for Roof Replacement at Low-Slope Deck Areas:**

1. Same as Base Proposal.

**B. Roof System Warranty and Service Agreement:**

Tremco TremCare® Gold Roof Inspection & Roof Maintenance Service Agreement:

1. Roof Management and Maintenance: The following services will be provided to the building owner on an annual basis, for a period of ten (10) years, utilizing employees under the direct supervision of Weatherproofing Technologies, Inc.
2. Roof Inspection Report: Provide report of roof conditions based upon the annual roof inspections.
3. Storm Reports, Monitoring and Follow-up: Roof inspection at building owner request of roof areas after major storm activity.
4. Annual Roof Top Housekeeping:
  - a. Inspect roof membrane, drains, gutters, and scuppers of debris.
  - b. Remove, bag and properly dispose of all debris from the roof membrane, drains, gutters and scuppers.
5. Annual Roof Preventative Maintenance to Include the following:
  - a. Metal Edge Flashing Components: Tears, splits, and breaks in the membrane flashings will be repaired with appropriate repair mastics and membranes. Open flashing strip-ins will be repaired with appropriate mastics and membranes. Metal edge cleats and clips will be re-secured. Exposed fasteners will be re-sealed.
  - b. Parapet Wall and Counterflashing Systems: Tears, splits and breaks in the flashings will be repaired with the appropriate repair mastics and membranes. Breaks, tears and splits in flashing strip-ins will be repaired with appropriate repair mastics and membranes. Coat all exposed reinforcing membranes with approved mastics. Exposed fasteners will be re-sealed. Void in termination bars, counterflashings and parapet caps will be cleaned and re-

- sealed. Re-secure termination bars and counterflashings. Check and re-secure loose metal coping caps to cleats.
- c. Equipment/Projection Flashing Components: Tears, splits and breaks in the flashings will be repaired with appropriate mastics and membranes. Open or split flashing strip-ins will be repaired with appropriate mastic and membrane. Unsecured roof top equipment will be secured. Exposed fasteners will be tightened and re-sealed. Termination bars and counterflashings will be sealed. All pitch pans will be refilled and topped off. Metal projections (hoods and clamps) will be checked and re-sealed.
  - d. Roof Membrane Preventative Maintenance and Repair: Tears, splits and breaks in the roof membrane will be repaired with the appropriate repair mastic and membranes. All membrane repairs will follow the Manufacturer's written repair and maintenance guidelines. Dress up reflective coatings on flashings. Coat all exposed reinforcing membranes with approved mastics.
  - e. Drains, Gutters and Scuppers: Check and re-secure drain bolts and clamping rings. Advise owner of missing drain dome strainers. Check strip-ins around drain leads, coat with approved mastic. Check gutter straps, joints and strip-ins. Check inside and exterior of scuppers for open solder or caulking seals.
6. Leak response responsibilities of the Manufacturer to Building Owner:
- a. In the event that a leak should occur:
    - (1) Provide toll free 800 number for Owner to call in leak report. Number will be monitored twenty-four (24) hours a day, 365 days a year.
    - (2) Provide a response to Owner on all leak calls within twenty-four (24) of when call is made.
    - (3) Provide a repair crew, at the building site, within two (2) business days of the call.
    - (4) Provide follow-up inspection to ensure that repairs were made properly.
7. Monitor all leak events and response and provide a written quarterly summary if leaks have occurred. Deliver to Owner at the end of each quarter when leaks have occurred.
- C. Roofing Replacement, Warranty and Maintenance Agreement Services will be provided for a total amount of:

**BASE PROPOSAL:**

**For a Sum NOT TO EXCEED     \$ 412,000.00**

**ALTERNATE PROPOSAL:**

**For a Sum NOT TO EXCEED     \$ 392,000.00**

*(NOTE: The final firm price for this project will fluctuate slightly when the various quantities and items of work are determined and calculated using the line item pricing upon which the TCPN/WTI Contract # 4812 is based. ALL TCPN purchases must be based on the TCPN/WTI Contract line item pricing; however it will not exceed the above amount(s).)*

Billing will occur after the services are delivered, unless the project requires more than forty-five days, in which case billing will be based on the completed portion(s) of the work on a monthly basis. Billing terms are net 30 days.

- D. Through **TCPN**, construction will begin approximately thirty (30) days from the issuance of a purchase order. Anticipated completion time is approximately one hundred eighty (180) days.



E. In performing these Roof Repair Services, **Weatherproofing Technologies, Inc.** shall not be responsible for damage to the building or its contents or any other incidental or consequential damages. **WTI's** total liability shall not exceed the dollar value of the services provided to the Owner by **Weatherproofing Technologies, Inc.** (See attached Terms and Conditions)

F. Purchase Order should be issued to:

**Weatherproofing Technologies, Inc.**  
3735 Green Road  
Beachwood, Ohio 44122

Reference: **TCPN Contract #R4812**  
**WTI / Tremco Commercial Line Item Pricing**

**Fax Purchase Order to:**

**Weatherproofing Technologies, Inc.**  
**Ivan Trinidad, Construction Manager**  
Toll-free fax #: (866) 308 0665

**AND**

**Steven W. Linsteadt, Senior Advisor**  
**Tremco Incorporated /Weatherproofing Technologies, Inc.**  
Fax #: (361) 777 3368

## Terms and Conditions of Agreement for Roofing Services

WHEREAS, Weatherproofing Technologies, Inc. (WTI) located at 3735 Green Rd. Beachwood, OH 44122 is in the business of providing roofing services including, but not limited to: Thermocore®, TRIM®, TremCare® and other Roof Repairs and Replacement and other Roofing Services;

AND WHEREAS, The County of Hidalgo, Texas (Customer/Client/Contractor) located at 2802 So. Business 281, Edinburg, Texas 78539 is desirous of engaging WTI to provide the following roofing services:

### **Roof Replacement per attached proposal and in accordance with Weatherproofing Technologies, Inc. / Tremco Commercial Line Item Pricing Contract Agreement #R4812**

NOW THEREFORE, in consideration of the mutual promises set forth herein, Customer/Client/Contractor and WTI hereby agree as follows:

#### **SCOPE OF WORK**

WTI agrees to furnish all labor, tools and materials necessary to perform the roofing services described in the referenced proposal. WTI shall perform the Work in a careful and competent manner with properly skilled and trained personnel.

#### **CONTRACT PRICE -as referenced**

Which the Owner shall pay WTI and WTI shall accept as full compensation, satisfaction and payment for the Work outlined in this agreement.

#### **PAYMENTS**

Unless all Work hereunder is to be performed within thirty (30) days, WTI shall submit an invoice to the Owner at the end of each calendar month for the amount due for the portion of the services completed during that month. Within thirty (30) days after receipt of the invoice, Owner shall pay the invoice. If all Work is to be performed within thirty (30) days, no invoice shall be submitted until all Work has been completed, in which case Owner shall pay WTI within thirty (30) days after receipt of the invoice.

#### **INDEPENDENT CONTRACTOR**

It is agreed that WTI is not an employee of the Owner, but is an independent contractor and, as such, has no authority to act for or on behalf of the Owner or to bind the Owner to any contract or any other manner except as provided in this Agreement.

#### **AUDITS**

WTI shall maintain accurate records of all expenditures and costs relating to any Work performed under this Agreement. The Owner shall have the right to inspect and examine these records upon seven (7) days prior written notice to WTI at the place where such records are kept in the ordinary course of WTI's business.

#### **CHANGES IN WORK**

The Owner may at any time without invalidating this Agreement make changes in, add to or delete from the Work to be performed. No such changes shall be made and no claims for extra Work shall be valid except as authorized by written order signed by the Owner and WTI.

#### **WARRANTY**

For a period of one (1) year after completion of the Work, WTI will, at its expense, repair any leaks through penetrations or cores taken from the roofing system by WTI. The owner shall give written notice within thirty (30) days from the date of observation of any leaks, which may be subject to this warranty. Failure to give such notice shall relieve WTI of any further warranty obligations under this Agreement. THE REMEDY STATED HEREIN IS THE SOLE AND EXCLUSIVE REMEDY OF THE OWNER AND IS GIVEN IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. NO REPRESENTATIVE HAS THE AUTHORITY TO VARY OR ALTER THESE TERMS. IN NO EVENT SHALL WTI BE LIABLE FOR DAMAGES TO THE BUILDING, THE CONTENTS OF THE BUILDING OR ANY OTHER SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES. (Unless otherwise stipulated in the contract documents attached hereto)

#### **INSURANCE**

Upon request, WTI will provide Owner with evidence of the following insurance requirements:

- a. Workers' Compensation and Employer's Liability  
Statutory Workers' Compensation for the state in which services are being performed under this Agreement.  
Employer's Liability with limits of \$100,000.
- b. Commercial General Liability  
Commercial General Liability on an occurrence basis with limits of \$1,000,000.

Other Insurance Provisions

Owner shall be named as a certificate holder on all coverages listed in paragraphs (a) and (b).

The issuing insurance companies shall provide the named certificate holder with thirty (30) days written notice prior to any cancellation or material modification of the policies providing the coverages listed in paragraphs (a) and (b).

INDEMNITY

During the term of this Agreement, WTI shall indemnify and hold harmless Owner and its employees from and against all claims, damages, losses and expenses, excluding lost profits or the loss of use of property, to the extent arising directly out of the negligent performance of the Work, however, in no event shall WTI's indemnity obligations under this agreement be more than the Contract price listed above.

WAIVERS OF RIGHTS OF LIENS

Before final payment is made, upon the request of the Owner, WTI will submit to the Owner, waivers of right of lien from all subcontractors, material suppliers and itself duly signed and notarized. No material, supplies or equipment will be used by WTI in which any interest or right is retained by any seller or supplier.

TERMINATION

This Agreement may be terminated by either party only upon notice in writing delivered upon the other party at least thirty (30) days prior to the effective date of termination. If this Agreement is terminated without cause, the Owner will be liable for the cost of WTI's services and Work completed prior to the termination of this Agreement. If the Owner has any reason to believe that WTI is in breach or has violated any term or condition of this Agreement, Owner will immediately notify WTI in writing of such alleged breach or violation. WTI will then have ten (10) days in which to remedy such breach, after which the Owner can terminate this Agreement upon five (5) days written notice.

MISCELLANEOUS

This Agreement supersedes all prior written agreements between the parties with respect to the work and fully sets forth the understanding of the parties with respect to the performance of the work. This Agreement shall not be modified except by written agreement of the parties and shall be interpreted according to the laws of the state in which the work is performed. Upon request, WTI agrees to provide the Owner in advance with Material Safety Data Sheets covering all materials introduced onto the Owner's premises. Any leaks through penetrations or cores taken from the roofing system by WTI or for any work that was completed as part of this agreement. The Owner shall give written notice within thirty (30) days from the date of observation of any leaks which may be subject to this warranty. Failure to give such notice shall relieve WTI of any other warranty obligations under this Agreement.

Initial \_\_\_\_\_

Date \_\_\_\_\_

**AI-11572**

**19.G.3.**

**Roofing Systems for County-owned building in Pct. 3, aka, Longoria Property on Moorefield Rd.**

**CC REGULAR**

**Date:** 10/07/2008

**Submitted By:** Marty Salazar, PURCHASING DEPT.

**Submitted For:** Marty Salazar

**Department:** PURCHASING DEPT.

**Agenda Area:** Purchasing Department **Purchasing only:** Buildings & Grounds

---

**Information**

**CAPTION**

A. Requesting authority to seek proposals from job order contractors or construction services awarded vendors through the County's membership/participation through cooperative purchasing programs for the removal and replacement of a roofing system for the County-owned building, aka, the Longoria Property located ,on Moorefield Rd.; or,

B. Requesting authority to proceed to engage architectural services through the County's established protocol utilizing the approved "pool" of architects to develop and draft the specifications for the removal and replacement of a new roofing system for the County-owned building, aka, the Longoria Property located on Moorfield Rd.; and/or,

C. Requesting authority to advertise for sealed bids for: Removal and Replacement of a New Roofing System for the County-owned building, aka, the Longoria Property located on Moorefield Rd.

**BACKGROUND**

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**Fiscal Impact**

**FISCAL YEAR:**

**ACCT. #:**

**FUNDS AVAILABLE Y/N?:**

**MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Funding source to be identified once contract negotiations are finalized and any other pertinent procurement process and final contract is executed with awarded vendor.

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**Attachments**

*No file(s) attached.*

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**Form Routing/Status**

| Route Seq | Inbox               | Approved By  | Date                | Status |
|-----------|---------------------|--------------|---------------------|--------|
| 1         | Budget & Management | Dina Trevino | 10/03/2008 04:55 PM | APRV   |
| 2         | Ivan Cantu          | Ivan Cantu   | 10/03/2008 05:03 PM | APRV   |
| 3         | Auditor's Office    |              | 10/03/2008 05:27 PM | NEW    |

Form Started By: Marty Salazar

Started On: 10/03/2008 04:31  
PM

Final Approval Date: 10/03/2008

---

**AI-11519**

**19.H.1.**

**Computers Purchase and related Items  
CC REGULAR**

**Date:** 10/07/2008

**Submitted By:** Matilde Faz, PURCHASING DEPT.

**Submitted For:** Marty Salazar

**Department:** PURCHASING DEPT.

**Agenda Area:** Purchasing Department

**Purchasing only:** Tax Office

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**Information**

**CAPTION**

Requesting authority to purchase computer equipment, software and/or peripherals through our membership/participation with the Department of Information Resource (DIR) awarded vendor, Dell Marketing L.P., contract #SDD-192 through requisition #140730 in the amount of \$6,305.24.

**BACKGROUND**

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**Fiscal Impact**

**FISCAL YEAR:** 2008

**ACCT. #:** 81100415151400010745

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

**MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Requisition #140730

Funding available as of 10/03/08.

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**Attachments**

Link: Computer  
Equipment

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**Form Routing/Status**

| Route Seq | Inbox                 | Approved By    | Date                | Status |
|-----------|-----------------------|----------------|---------------------|--------|
| 1         | Purchasing Department | Marty Salazar  | 10/02/2008 05:01 PM | APRV   |
| 2         | Budget & Management   | Veronica Lopez | 10/03/2008 07:39 AM | APRV   |
| 3         | Erika Reyna           | Erika Reyna    | 10/03/2008 09:13 AM | APRV   |
| 4         | Auditor's Office      | Linda Fong     | 10/03/2008 01:25 PM | APRV   |
| 5         | Court Administrator   | Angela Garcia  | 10/03/2008 01:37 PM | APRV   |

Form Started By: Matilde Faz

Started On: 10/01/2008 05:12 PM

Final Approval Date: 10/03/2008

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# Requisition

Req # 00140730

PO #

Date: 10/01/08

*Regular*  
*10/1/08*

Bill To: x  
x

Vendor : 178136

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

Ship To: TAX ASSESSOR-COLLECTOR  
2804 S. BUS. HWY 281  
EDINBURG TX 78539-6243

Contact: TAX-COLLE

Contract No:

Special Instructions:  
C-223

| QUANTITY | UOM  | DESCRIPTION                                                                                                                                                 | UNIT PRICE | AMOUNT   |
|----------|------|-------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|----------|
| 0        | EACH | DO NOT DUPLICATE ORDER                                                                                                                                      |            |          |
| 4        | EACH | THIS REQUESTION CONSIST OF 4 COMPUTERS FOR THE EDINBURG TAX COLLECTIONS DEPT AT 2804 S BU HWY 281 FOR: NEIDA, FERNANDO, RUDY AND TOMAS GROUP 1 - QUANTITY 4 | .00        | .00      |
| 4        | EACH | BASE UNIT: OPTIPLEX 755 SMALL FORM FACTORCORE 2 DUO E8400/3.0Gz 6M, VT 1333FSB(223-7156)                                                                    | 1,576.31   | 6,305.24 |
| 4        | EACH | PROCESSOR: NTFS FILE SYSTEM, FACTORY INSTALL (420-3699)                                                                                                     | .00        | .00      |
| 4        | EACH | MEMORY: 3GB, NON ECC 667MHZ DDR2, 2X 1GB AND 2X512MB, DELL OPTIPLEX 740 (311-7441)                                                                          | .00        | .00      |
| 4        | EACH | KEYBOARD: BLUETOOTH KEYBOARD AND MOUSE BLACK ENGLISH DELL OPTIPLEX (310.7987)                                                                               | .00        | .00      |
| 4        | EACH | MONITOR: DELL ULTRASHARP 2208 FP W2IDE FLAT PANEL W/HEIGHT ADJUSTABLE STAND 22.0 INCH VIX OPTIPLEXZ PRECISION AND LATITUDE (320-6106)                       | .00        | .00      |
| 4        | EACH | VIDEO CARD: 256 MB ATI RADEON HD 2400 PRO SINGLE MONITOR GRAPHICS W/DVI AND TV OUT,LOWPROFILE,DELL OPTIFLEX (320-5740)                                      | .00        | .00      |
| 4        | EACH | HARD DRIVE: 160GB SATA 3.0 GB/S AND 8MB DATA BURST CACHE, DELL OPTIPLEX 755(341-5473)                                                                       | .00        | .00      |
| 4        | EACH | FLOPPY DISK DRIVE: NO FLOPPY DRIVE WITH OPTICAL FILLER PANE0 DELL OPTIPLEX 745 AND 755 SMALL FORM FACTOR (341-3911)                                         | .00        | .00      |
| 4        | EACH | OPERATING SYSTEM: WINDOWS XP PRO SP2 WITH WINDOW VISTA BUSINES LIDENSE DELL OPTIPLEX, EGLISH FACTORY INSTALL (420-6972)                                     | .00        | .00      |
| 4        | EACH | MOUSE: INCLUDED WITH KEYBOARD PURCHASE (310-1966)                                                                                                           | .00        | .00      |
| 4        | EACH | TBU: vPRO SECURE ADVANCED HARDWARE ENABLED SYSTEMS MANAGEMENT DELL OPTIPLEX (310-9491)                                                                      | .00        | .00      |
| 4        | EACH | CE-ROM OR DVD-ROM DRIVE: ROXIO CREATOR DELL EDIDION, 9.0 DELL OPTIPLEX (420-7963)                                                                           | .00        | .00      |
| 4        | EACH | CD-ROM OR DVD-ROM DRIVE: 8X DVD+/RW, SLIMLINE OPTIPLEX SMALL FOR, FACTOR (313-6092)                                                                         | .00        | .00      |
| 4        | EACH | CD-ROM OR DVD-ROM -DRIVE CYBERLINK POWER DVD 8.00 WITH MEDIA DELL OPTIPLEX (420-8856)                                                                       | .00        | .00      |
| 4        | EACH | SPEAKERS: INTERNAL CHASSIS SPEAKER OPTION, DELL OPTIPLEX 745 AND 755 SMALL FORM (313-3352)                                                                  | .00        | .00      |
| 4        | EACH | DOCUMENTATION DISKETTE: RESOURCE DVD CONTAINS DIAGNOSTICS AND DRIVERS FOR VISTA DELL OPTIPLEX (310-8762)                                                    | .00        | .00      |
| 4        | EACH | BUNDLED SOFTWARE: ADOBE ACROBAT 9.2 ENGLISH AND FRENCH, BND DELL OPTPLEX PRECISION AND LATITUDE (420-1862)                                                  | .00        | .00      |

Authorized By: \_\_\_\_\_

# Requisition

Req # 00140730

PO #

Date: 10/01/08

Bill To: x  
xVendor: 178136  
DELL MARKETING L.P.  
ONE DELL WAY  
RR1 MAILSTOP 8035  
ROUND ROCK TX 78682  
FAX (800)433-9527Ship To: TAX ASSESSOR-COLLECTOR  
2804 S. BUS. HWY 281  
EDINBURG TX 78539-6243

Contact:

| QUANTITY                                             | UOM  | DESCRIPTION                                                                                      | UNIT PRICE  | AMOUNT   |
|------------------------------------------------------|------|--------------------------------------------------------------------------------------------------|-------------|----------|
| 4                                                    | EACH | BUNDLED SOFTWARE: MICROSOFT OFFICE PROFESSIONAL FOR LATITUDE, OPTIPLEX PRECISION (420-6712)      | .00         | .00      |
| 4                                                    | EACH | FACTORY INSTALLED SOFTWARE: ENERGY STAR ENERGY STAR EIST FOR OPTIPLEX (IF APPLICABLE) (310-9504) | .00         | .00      |
| 4                                                    | EACH | SOFTWARE DISK TWO: CHASSIS INTRUSION SWITCH DELLOPTIPLES (310-6719)                              | .00         | .00      |
| 4                                                    | EACH | SERVICE: DELL HARDWARE LIMITED WARRANTY PLUS ONSITE SERVICE INITITAL YEAR (989-1567)             | .00         | .00      |
| 4                                                    | EACH | SERVICE: PROSUPPORT FOR IT: NEXT BUS DAY PARTS ASND LABOR ONSITE RESPONSE 2 YEAR EXT (985-0482)  | .00         | .00      |
| 4                                                    | EACH | SERVICE: DELL HARDWARE LIMITED WARRANTY PLUS ONSITE SERVICE EXTENDED YEAR(S) (989-1568)          | .00         | .00      |
| 4                                                    | EACH | SERVICE: PROSUPPORT FOR IT: 7X24 TECHNICAL SUPPORT FOR CERTIFIED IT STAFF, 2 YR EXT (984-0002)   | .00         | .00      |
| 4                                                    | EACH | PROSUPPORT FOR IT: 7X24 TECHNICAL SUPPORT FOR CERTIFIED IT STAFF, INITIAL (984-6640)             | .00         | .00      |
| Account No                                           |      |                                                                                                  | Encumbrance |          |
| 8-1100-415-15-140-001-0-745                          |      |                                                                                                  | 6,305.24    |          |
|                                                      |      |                                                                                                  | Freight     | .00      |
|                                                      |      |                                                                                                  | Total       | 6,305.24 |
| REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233 |      |                                                                                                  |             |          |

Authorized By: \_\_\_\_\_



**DELL**Attn: Mateo  
10/2/08140730  
14068211519  
regular**QUOTATION**

QUOTE #: 452127404

Customer #: 17927132

Contract #: 9913578

Customer Agreement #: DIR-SDD-192

Quote Date: 9/30/08

Customer Name: HIDALGO COUNTY.

Date: 9/30/08 1:53:17 PM

OCT 01 2008

Cdk 11:31 AM

|                      |            |                                |   |
|----------------------|------------|--------------------------------|---|
| TOTAL QUOTE AMOUNT:  | \$6,305.24 |                                |   |
| Product Subtotal:    | \$6,305.24 |                                |   |
| Tax:                 | \$0.00     |                                |   |
| Shipping & Handling: | \$0.00     |                                |   |
| Shipping Method:     | Ground     | Total Number of System Groups: | 1 |

| GROUP: 1                    | QUANTITY: 4                                                                                                                                     | SYSTEM PRICE: \$1,576.31 | GROUP TOTAL: \$6,305.24 |
|-----------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|-------------------------|
|                             |                                                                                                                                                 |                          |                         |
| Base Unit:                  | OptiPlex 755 Small Form FactorCore 2 Duo E8400/3.0GHz,6M,VT 1333FSB (223-7156)                                                                  |                          |                         |
| Processor:                  | NTFS File System,Factory Install (420-3699)                                                                                                     |                          |                         |
| Memory:                     | 3GB,Non-ECC,667MHz DDR2,2X1GB and 2X512MB,Dell OptiPlex 740 (311-7441)                                                                          |                          |                         |
| Keyboard:                   | Bluetooth Keyboard and Mouse Black,English,Dell OptiPlex (310-7987)                                                                             |                          |                         |
| Monitor:                    | Dell UltraSharp 2208FP,Wide Flat Panel w/Height AdjustableStand,22.0 Inch VIS,OptiPlex Precision and Latitude (320-6106)                        |                          |                         |
| Video Card:                 | 256MB ATI RADEON HD 2400 Pro Single Monitor Graphics w/DVI and TV Out,Low Profile,Dell OptiPlex (320-5740)                                      |                          |                         |
| Hard Drive:                 | 160GB SATA 3.0Gb/s and 8MB Data Burst Cache,Dell OptiPlex755 (341-5473)                                                                         |                          |                         |
| Floppy Disk Drive:          | No Floppy Drive with Optical Filler Panel,Dell OptiPlex 745and 755 Small Form Factor (341-3911)                                                 |                          |                         |
| Operating System:           | Windows XP PRO SP2 with Windows Vista Business LicenseDell OptiPlex,English,Factory Install (420-6972)                                          |                          |                         |
| Mouse:                      | Mouse included with Keyboard purchase (310-1966)                                                                                                |                          |                         |
| TBU:                        | vPro Secure Advanced Hardware Enabled Systems Management Dell OptiPlex (310-9491)                                                               |                          |                         |
| CD-ROM or DVD-ROM Drive:    | Roxio Creator Dell Edidion,9.0Dell OptiPlex (420-7963)                                                                                          |                          |                         |
| CD-ROM or DVD-ROM Drive:    | 8X DVD+/-RW,Slimline,OptiPlex Small Form Factor (313-6092)                                                                                      |                          |                         |
| CD-ROM or DVD-ROM Drive:    | Cyberlink Power DVD 8.0,with Media,Dell OptiPlex (420-8856)                                                                                     |                          |                         |
| Speakers:                   | Internal Chassis Speaker Option,Dell OptiPlex 745 and 755 Small Form Factor (313-3352)                                                          |                          |                         |
| Documentation Diskette:     | Resource DVD contains Diagnostics and Drivers for Vista Dell OptiPlex (310-8762)                                                                |                          |                         |
| Bundled Software:           | Adobe Acrobat 9.0 English and French,BND,Dell OptiPlex Precision,and Latitude (410-1862)                                                        |                          |                         |
| Bundled Software:           | Microsoft Office Professional for Latitude, OptiPlex, Precision (420-6712)                                                                      |                          |                         |
| Factory Installed Software: | Energy Smart,Energy Star,EIST for OptiPlex (If applicable) (310-9504)                                                                           |                          |                         |
| Software Disk Two:          | Chassis Intrusion switch, DellOptiPlex (310-6719)                                                                                               |                          |                         |
| Service:                    | Dell Hardware Limited Warranty Plus Onsite Service Initial Year (989-1567)                                                                      |                          |                         |
| Service:                    | ProSupport for IT: Next Business Day Parts and Labor Onsite Response 2 Year Extended (985-0482)                                                 |                          |                         |
| Service:                    | ProSupport for IT: Next Business Day Parts and Labor Onsite Response Initial Year (985-5930)                                                    |                          |                         |
| Service:                    | Dell Hardware Limited Warranty Plus Onsite Service Extended Year(s) (989-1568)                                                                  |                          |                         |
| Service:                    | ProSupport for IT: 7x24 Technical Support for certified IT Staff, 2 Year Extended (984-0002)                                                    |                          |                         |
| Service:                    | ProSupport for IT: 7x24 Technical Support for certified IT Staff, Initial (984-6640)                                                            |                          |                         |
|                             | Thank you choosing Dell ProSupport. For tech support, visit <a href="http://support.dell.com/ProSupport">http://support.dell.com/ProSupport</a> |                          |                         |

|               |                                                                                 |
|---------------|---------------------------------------------------------------------------------|
| Service:      | or call 1-866-516-31 (989-3449)                                                 |
| Installation: | Standard On-Site Installation Declined (900-9987)                               |
| Misc:         | Shipping Material for System Cypher Small Form Factor, Dell OptiPlex (310-9332) |
|               | Vista Premium Downgrade Relationship Desktop (310-9161)                         |
|               | You have chosen a vPro System (310-9490)                                        |
|               |                                                                                 |

|                |                             |            |                |
|----------------|-----------------------------|------------|----------------|
| SALES REP:     | Tiffany Washington          | PHONE:     | 1-800-576-6038 |
| Email Address: | tiffany_washington@dell.com | Phone Ext: | 7241768        |

For your convenience, your sales representative, quote number and customer number have been included to provide you with faster service when you are ready to place your order. Orders may be faxed to the attention of your sales representative to 1-866-607-6914. You may also place your order online at [www.dell.com/qto](http://www.dell.com/qto)

This quote is subject to the terms of the agreement signed by you and Dell, or absent such agreement, to Dell's Terms of Sale.

Prices and tax rates are valid in the U.S. only and are subject to change.

***\*\*Sales/use tax is a destination charge, i.e. based on the "ship to" address on your purchase order. Please indicate your taxability status on your PO. If exempt, please fax exemption certificate to Dell Tax Department at 888-863-8778, referencing your customer number. If you have any questions regarding tax please call 800-433-9019 or email Tax\_Department@dell.com. \*\****

All product and pricing information is based on latest information available. Subject to change without notice or obligation.

LCD panels in Dell products contain mercury, please dispose properly. Please contact Dell Financial Services' Asset Recovery Services group for EPA compliant disposal options at [US\\_Dell\\_ARS\\_Requests@dell.com](mailto:US_Dell_ARS_Requests@dell.com). Minimum quantities may apply.

Shipments to California: For certain products, a State Environmental Fee Of Up to \$10 per item may be applied to your invoice as early as Jan 1, 2005. Prices in your cart do not reflect this fee. More Info: or refer to URL [www.dell.com/environmentalfee](http://www.dell.com/environmentalfee)

**AI-11447**

**19.I.1.**

**Change Order No. 1 Walton and Chula Vista Pct 3  
CC REGULAR**

**Date:** 10/07/2008

**Submitted By:** Marcie Jackson, COLONIA ACCESS PROGRAM

**Submitted For:** Agapito Vargas

**Department:** COLONIA ACCESS PROGRAM

**Agenda Area:** Purchasing Department

**Purchasing only:** CAP Pct.3

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**Information**

**CAPTION**

Presentation for discussion, consideration, acceptance and approval of Change Order No 1 (increase) in the amount of \$8,480.00 submitted by Asago, L.L.C., dba Asago Construction contracted vendor for Walton and Chula Vista Subdivision for material and work adjustments recommended by project engineer Hinojosa Engineering, Inc.  
C-CAP-08-007-04-22

**BACKGROUND**

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**Fiscal Impact**

**FISCAL YEAR:** 2008

**ACCT. #:** 8-1XX1-431-00-123-XXX-X-733 & 734

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

**MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

8-1311-431-00-123-152-1-733 Chula Vista Acres-Drainage Ditches  
Available balance as of 10/02/08 \$26,526.40

8-1311-431-00-123-152-1-734 Chula Vista Acres Subdivision Streets  
Availabe balance as of 10/02/08 \$1,006.00

Funding for Change Order increase #1 is pending approval of AI 11465 CC 10-07-08, line item transfer consent agenda.

Remainder for change order will be paid from 8-1203-431-00-123-005-0-733

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**Attachments**

Link: Change Order No 1  
Walton and Chula Vista

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**Form Routing/Status**

| Route Seq | Inbox               | Approved By    | Date                | Status |
|-----------|---------------------|----------------|---------------------|--------|
| 1         | Laura Moya          | Laura Moya     | 09/30/2008 02:49 PM | APRV   |
| 2         | Budget & Management | Veronica Lopez | 09/30/2008 03:00 PM | APRV   |
| 3         | Erika Reyna         | Erika Reyna    | 10/02/2008 03:35 PM | APRV   |
| 4         | Auditor's Office    | Linda Fong     | 10/03/2008 01:14 PM | APRV   |

|                                 |                                     |                                 |      |
|---------------------------------|-------------------------------------|---------------------------------|------|
| 5                               | Purchasing Department Marty Salazar | 10/03/2008 04:45 PM             | APRV |
| 6                               | Court Administrator                 | 10/03/2008 05:27 PM             | NEW  |
| Form Started By: Marcie Jackson |                                     | Started On: 09/26/2008 03:02 PM |      |
| Final Approval Date: 10/03/2008 |                                     |                                 |      |

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# CHANGE ORDER

NO. 1

PROJECT: Walton and Chula Vista Subdivision

DATE OF ISSUANCE: 8/29/2008

OWNER: Hidalgo County Precinct No.3  
ADDRESS: 301 East State Street  
Pharr, Tx 78577

OWNER'S PROJECT NO.: CAP-08-007-04-22 LRM

CONTRACTOR: Asago Construction  
ADDRESS: 2113 Pecos  
Mission, TX 78572

ENGINEER: Hinojosa Engineering, Inc

CONTRACT FOR: \$175,471.85

ENGINEER'S PROJECT NO.: 06-192

You are hereby directed to make the following changes in the Contract Documents.

**Description:** Per Precinct 3 field directive/recommendation, 15" RCP was extended further under driveways, and lime stabilization was added to portion of Chula Vista with storm sewer drain inlets due to runoff detention time in roadside ditches

**Purpose:** Final Quantitative Adjustments.

**Attachments:**

| CHANGE IN CONTRACT PRICE:                                      | CHANGE IN CONTRACT TIME:                                         |
|----------------------------------------------------------------|------------------------------------------------------------------|
| Original Contract Price:<br>\$175,471.85                       | Original Contract Time:<br>90 working days                       |
| Previous Change Order No.s: 0<br>\$0.00                        | Change from Previous Change Orders<br>0 working days             |
| Contract Price prior to this Change Order<br>\$175,471.85      | Contract Time prior to this Change Order<br>0 working days       |
| Net Increase of this Change Order<br>\$8,480.00                | Net Increase of this Change Order<br>0 working days              |
| Contract Price with all approved Change Orders<br>\$183,951.85 | Contract Time with all approved Change Orders<br>90 working days |

APPROVED:

Owner Date  
Hidalgo County Judge

APPROVED:

Contractor Date  
Asago Construction

INVOICE RECEIVED BY:

ON 9/25/08  
GOODS/SERVICES RECEIVED BY:  
ON 9/25/08

RECOMMENDED:

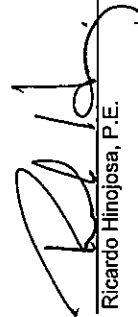
Engineer  
Hinojosa Engineering, Inc.9-24-08  
Date

**Tabulation Change Order No.1**  
Walton Subdivision and Chula Vista Subdivision  
Colonia Access Program Project - Precinct No.3  
CAP-08-007-03-26 LRM  
Contractor: Asago Construction

| Item No.           | Description                             | ORIGINAL BID |      |             | CHANGE ORDER NO.1 |           |             | (+) Increase/ (-)decrease |             |
|--------------------|-----------------------------------------|--------------|------|-------------|-------------------|-----------|-------------|---------------------------|-------------|
|                    |                                         | Quantity     | Unit | Unit Price  | Project Amount    | Quantity  | Unit Price  |                           | Total       |
| WALTON SUBDIVISION |                                         |              |      |             |                   |           |             |                           |             |
| Roadway            |                                         |              |      |             |                   |           |             |                           |             |
| 100                | Preparing ROW                           | 12.36        | STA  | \$ 750.00   | 12.36             | \$ 750.00 | \$ 9,270.00 | \$0.00                    |             |
| 134                | Backfill                                | 12.36        | STA  | \$ 750.00   | 12.36             | \$ 750.00 | \$ 9,270.00 | \$0.00                    |             |
| 247                | Flex Base (8")                          | 854.45       | CY   | \$ 5.00     | \$ 4,272.25       | 854.45    | \$ 5.00     | \$ 4,272.25               | \$0.00      |
| 251                | Reworking Base Material (DC) (TY D CL2) | 854.44       | CY   | \$ 5.00     | \$ 4,272.20       | 854.44    | \$ 5.00     | \$ 4,272.20               | \$0.00      |
| 310                | Prime Coat (MC-30)                      | 663.40       | GAL  | \$ 6.00     | \$ 3,980.40       | 663.40    | \$ 6.00     | \$ 3,980.40               | \$0.00      |
| 340                | Asphalt Concrete Pavement Type "D"      | 3,317.00     | SY   | \$ 10.00    | \$ 33,170.00      | 3,317.00  | \$ 10.00    | \$ 33,170.00              | \$0.00      |
| 502                | Barricades, Signs & Traffic Handling    | 1.50         | MO   | \$ 1,000.00 | \$ 1,500.00       | 1.50      | \$ 1,000.00 | \$ 1,500.00               | \$0.00      |
| 506                | Construction Exits (TY 2) (Install)     | 72.00        | SY   | \$ 40.00    | \$ 2,880.00       | 72.00     | \$ 40.00    | \$ 2,880.00               | \$0.00      |
| 506                | Construction Exits (TY 2) (Remove)      | 72.00        | SY   | \$ 20.00    | \$ 1,440.00       | 72.00     | \$ 20.00    | \$ 1,440.00               | \$0.00      |
| 5249               | Temp Sediment Control Fence             | 182.00       | LF   | \$ 8.00     | \$ 1,456.00       | 182.00    | \$ 8.00     | \$ 1,456.00               | \$0.00      |
| 5249               | Temp Sediment Control Fence (Remove)    | 182.00       | LF   | \$ 4.00     | \$ 728.00         | 182.00    | \$ 4.00     | \$ 728.00                 | \$0.00      |
| 530                | Turnouts (Asph-Conc.-Pav)               | 72.00        | SY   | \$ 50.00    | \$ 3,600.00       | 72.00     | \$ 50.00    | \$ 3,600.00               | \$0.00      |
| Drainage           |                                         |              |      |             |                   |           |             |                           |             |
| 464                | RCP (CL III) (18")                      | 48           | LF   | \$ 25.00    | \$ 1,200.00       | 48        | \$ 25.00    | \$ 1,200.00               | \$0.00      |
| 464                | RCP (CL III) (15")                      | 166          | LF   | \$ 15.00    | \$ 2,490.00       | 248       | \$ 15.00    | \$ 3,720.00               | \$1,230.00  |
| 467                | Safety End Treatment                    | 2            | EA   | \$ 750.00   | \$ 1,500.00       | 2         | \$ 750.00   | \$ 1,500.00               | \$0.00      |
| 530                | Driveways (Ty PRB-1) (ACP) (1")         | 194          | SY   | \$ 25.00    | \$ 4,850.00       | 194       | \$ 25.00    | \$ 4,850.00               | \$0.00      |
|                    |                                         |              |      |             | Total             | Totals:   |             |                           | \$1,230.00  |
|                    |                                         |              |      |             | \$85,878.85       |           |             |                           | \$87,108.85 |

| Item No.                         | Description                             | Quantity | Unit | Unit Price  | Project Amount      | Quantity                        | Unit Price | Total              | (+) increase/ (-) decrease |
|----------------------------------|-----------------------------------------|----------|------|-------------|---------------------|---------------------------------|------------|--------------------|----------------------------|
| <b>CHULA VISTA SUBDIVISION</b>   |                                         |          |      |             |                     |                                 |            |                    |                            |
| <b>Roadway</b>                   |                                         |          |      |             |                     |                                 |            |                    |                            |
| 100                              | Preparing ROW                           | 14.45    | STA  | \$ 650.00   | \$9,392.50          | 14.45                           | \$ 650.00  | \$9,392.50         | \$0.00                     |
| 134                              | Backfill                                | 14.45    | STA  | \$ 600.00   | \$8,670.00          | 14.45                           | \$ 600.00  | \$8,670.00         | \$0.00                     |
| 247                              | Flex Base (8")                          | 999.00   | CY   | \$ 4.00     | \$3,996.00          | 999.00                          | \$ 4.00    | \$3,996.00         | \$0.00                     |
| 251                              | Reworking Base Material (DC) (TY D CL2) | 999.00   | CY   | \$ 3.00     | \$2,997.00          | 999.00                          | \$ 3.00    | \$2,997.00         | \$0.00                     |
| 260                              | Lime Treated Subgrade                   | -        | SY   | \$ 3.00     | \$0.00              | 1,550                           | \$ 3.00    | \$4,650.00         | \$4,650.00                 |
| 310                              | Prime Coat (MC-30)                      | 839.70   | GAL  | \$ 5.00     | \$4,198.50          | 839.70                          | \$ 5.00    | \$4,198.50         | \$0.00                     |
| 340                              | Asphalt Concrete Pavement Type "D"      | 4,127.00 | SY   | \$ 7.00     | \$28,889.00         | 4,127.00                        | \$ 7.00    | \$28,889.00        | \$0.00                     |
| 502                              | Barricades, Signs & Traffic Handling    | 1.50     | MO   | \$ 1,000.00 | \$1,500.00          | 1.50                            | \$1,000.00 | \$1,500.00         | \$0.00                     |
| 506                              | Construction Exits (TY 2) (Instal)      | 72.00    | SY   | \$ 40.00    | \$2,880.00          | 72.00                           | \$ 40.00   | \$2,880.00         | \$0.00                     |
| 506                              | Construction Exits (TY 2) (Remove)      | 72.00    | SY   | \$ 20.00    | \$1,440.00          | 72.00                           | \$ 20.00   | \$1,440.00         | \$0.00                     |
| 5249                             | Temp Sediment Control Fence             | 780.00   | LF   | \$ 6.00     | \$4,680.00          | 780.00                          | \$ 6.00    | \$4,680.00         | \$0.00                     |
| 5249                             | Temp Sediment Control Fence (Remove)    | 780.00   | LF   | \$ 3.00     | \$2,340.00          | 780.00                          | \$ 3.00    | \$2,340.00         | \$0.00                     |
| 530                              | Turnouts (Asph-Conc.-Pav)               | 72.00    | SY   | \$ 25.00    | \$1,800.00          | 72.00                           | \$ 25.00   | \$1,800.00         | \$0.00                     |
| <b>Drainage</b>                  |                                         |          |      |             |                     |                                 |            |                    |                            |
| 464                              | RCP (CL III) (18")                      | 40       | LF   | \$ 20.00    | \$800.00            | 40                              | \$ 20.00   | \$800.00           | \$0.00                     |
| 464                              | RCP (CL III) (15")                      | 864      | LF   | \$ 10.00    | \$8,640.00          | 864                             | \$ 10.00   | \$8,640.00         | \$2,600.00                 |
| 467                              | Safety End Treatment                    | 2        | EA   | \$ 500.00   | \$1,000.00          | 2                               | \$ 500.00  | \$1,000.00         | \$0.00                     |
| 530                              | Driveways (Ty PRB-1) (ACP) (1")         | 598      | SY   | \$ 15.00    | \$8,970.00          | 598                             | \$ 15.00   | \$8,970.00         | \$0.00                     |
| <b>Total</b>                     |                                         |          |      |             | <b>\$89,593.00</b>  | <b>Total</b>                    |            | <b>\$96,843.00</b> | <b>\$7,250.00</b>          |
| <b>Total Base Bid:</b>           |                                         |          |      |             | <b>\$175,471.85</b> | <b>Change Order No.1 Total:</b> |            |                    |                            |
| <b>Original Contract Amount:</b> |                                         |          |      |             | <b>175,471.85</b>   | <b>\$183,951.85</b>             |            |                    |                            |
| <b>Change Order No.1:</b>        |                                         |          |      |             | <b>8,480.00</b>     | <b>\$8,480.00</b>               |            |                    |                            |
| <b>New Contract Amount:</b>      |                                         |          |      |             | <b>183,951.85</b>   | <b>\$183,951.85</b>             |            |                    |                            |

Prepared and Checked by: \_\_\_\_\_ Date: 9.24.08

Signature:  Printed Name: Ricardo Hinojosa, P.E.

**AI-11488**

**19.I.2.**

**SOQ -BCAP PCT NO 3 ENGINEER SVCS  
CC REGULAR**

**Date:** 10/07/2008

**Submitted By:** Laura Moya, PURCHASING DEPT.

**Department:** PURCHASING DEPT.

**Agenda Area:** Purchasing Department

**Purchasing only:** CAP  
Pct.3

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**Information**

**CAPTION**

A. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A)(4) a professional service for engineering services in connection with Hidalgo County Precinct No 3 BCAP Round III Projects group I;

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 3 BCAP Round III Projects group I;

1st. \_\_\_\_\_; 2nd. \_\_\_\_\_; 3rd. \_\_\_\_\_;

C. Authority for the Purchasing Department to negotiate a professional Construction Material Testing Engineering Services Contract with the No.1 ranked firm of \_\_\_\_\_ for the provision of Engineering Services for Hidalgo County Precinct No 3 BCAP Round III Projects Group I.

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 3 BCAP Round III Projects Group II;

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 3 BCAP Round III Projects Group II;

1st. \_\_\_\_\_; 2nd. \_\_\_\_\_; 3rd. \_\_\_\_\_;

F. Authority for the Purchasing Department to negotiate a professional Construction Material Testing Engineering Services Contract with the No.1 ranked firm of \_\_\_\_\_ for the provision of Engineering Services for Hidalgo County Precinct No 3 BCAP Round III Projects Group II.

**BACKGROUND**

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**Fiscal Impact**

**FISCAL YEAR:** 2008

**ACCT. #:** 8-1312-431-00-123-XXX-X-334

**FUNDS AVAILABLE Y/N?:**

**MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**



Round III Colonias report attached.

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**Attachments**

Link: [Report](#)

Link: [Grid](#)

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**Form Routing/Status**

| Route Seq | Inbox                 | Approved By    | Date                | Status |
|-----------|-----------------------|----------------|---------------------|--------|
| 1         | Purchasing Department | Marty Salazar  | 10/01/2008 04:56 PM | APRV   |
| 2         | Budget & Management   | Veronica Lopez | 10/02/2008 07:38 AM | APRV   |
| 3         | Erika Reyna           | Erika Reyna    | 10/02/2008 04:05 PM | APRV   |
| 4         | Auditor's Office      | Linda Fong     | 10/03/2008 01:23 PM | APRV   |
| 5         | Court Administrator   | Angela Garcia  | 10/03/2008 01:37 PM | APRV   |

Form Started By: Laura Moya  
Started On: 10/01/2008 02:23 PM

Final Approval Date: 10/03/2008

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For 01/01/08 - 01/31/09  
Periods 01 - 13

Expenditure Summary Report  
Standard Report Format

FJEXS01B  
1001 - Standard Report Spec

| <u>Account Number / Description</u>                 |                                          | <u>Original<br/>Budget</u> | <u>Adjusted<br/>Budget</u> | <u>Y-T-D<br/>Encumbrance</u> | <u>Y-T-D<br/>Expended</u> | <u>Available<br/>Balance</u> | <u>Percent<br/>Used</u> |
|-----------------------------------------------------|------------------------------------------|----------------------------|----------------------------|------------------------------|---------------------------|------------------------------|-------------------------|
| <b>1312 BORDER COLONIA ACCESS PROGRAM ROUND III</b> |                                          |                            |                            |                              |                           |                              |                         |
| 8-1312-431-00-123-055-0-334                         | ARIEL HINOJOSA SUBD-ENG&ARCH SRV         | .00                        | 12,882.10                  | .00                          | .00                       | 12,882.10                    | .00                     |
| 8-1312-431-00-123-079-0-334                         | BASHAM #14-ENG & ARCH SRV                | .00                        | 21,845.48                  | .00                          | .00                       | 21,845.48                    | .00                     |
| 8-1312-431-00-123-082-0-334                         | BASHAM #18-ENG & ARCH SRV                | .00                        | 14,773.31                  | .00                          | .00                       | 14,773.31                    | .00                     |
| 8-1312-431-00-123-111-0-334                         | BLUE STAR ENTERPRISE #2-ENG & ARCH SRV   | .00                        | 25,376.31                  | .00                          | .00                       | 25,376.31                    | .00                     |
| 8-1312-431-00-123-234-0-334                         | DUDE HILL #1-ENG & ARCH SRV              | .00                        | 7,748.48                   | .00                          | .00                       | 7,748.48                     | .00                     |
| 8-1312-431-00-123-310-0-334                         | HAVANA LOMAS #4-ENG & ARCH SRV           | .00                        | 11,804.10                  | .00                          | .00                       | 11,804.10                    | .00                     |
| 8-1312-431-00-123-311-0-334                         | HAVANA LOMAS #5-ENG & ARCH SRV           | .00                        | 7,965.05                   | .00                          | .00                       | 7,965.05                     | .00                     |
| 8-1312-431-00-123-324-0-334                         | HILDA SUBDIVISION #2-ENG & ARCH SRV      | .00                        | 16,083.32                  | .00                          | .00                       | 16,083.32                    | .00                     |
| 8-1312-431-00-123-348-0-334                         | JARDIN TERRACE SUBDIVISION-ENG & ARCH SR | .00                        | 16,349.27                  | .00                          | .00                       | 16,349.27                    | .00                     |
| 8-1312-431-00-123-380-0-334                         | LA HOMA GROVE ESTATES-ENG & ARCH SR      | .00                        | 13,714.72                  | .00                          | .00                       | 13,714.72                    | .00                     |
| 8-1312-431-00-123-397-0-334                         | LA SUENA SUBDIVISION-ENG & ARCH SRV      | .00                        | 31,595.12                  | .00                          | .00                       | 31,595.12                    | .00                     |
| 8-1312-431-00-123-470-1-334                         | MONICA ACRES-ENG & ARCH SRV              | .00                        | 9,603.80                   | .00                          | .00                       | 9,603.80                     | .00                     |
| 8-1312-431-00-123-536-0-334                         | PALM LAKE ESTATES #1-ENG & ARCH SRV      | .00                        | 79,205.50                  | .00                          | .00                       | 79,205.50                    | .00                     |
| 8-1312-431-00-123-587-0-334                         | RAMIREZ SUBDIVISION-ENG & ARCH SRV       | .00                        | 6,724.97                   | .00                          | .00                       | 6,724.97                     | .00                     |
| 8-1312-431-00-123-588-0-334                         | RAMIREZ SUBDIVISION #2-ENG & ARCH SRV    | .00                        | 6,191.25                   | .00                          | .00                       | 6,191.25                     | .00                     |
| 8-1312-431-00-123-589-0-334                         | RAMIREZ SUBDIVISION #3-ENG & ARCH SRV    | .00                        | 5,842.10                   | .00                          | .00                       | 5,842.10                     | .00                     |
| 8-1312-431-00-123-591-0-334                         | RAMON LEAL SUBDIVISION-ENG & ARCH SRV    | .00                        | 7,608.82                   | .00                          | .00                       | 7,608.82                     | .00                     |
| 8-1312-431-00-123-600-0-334                         | RANDOLPH BARNETT #1-ENG & ARCH SRV       | .00                        | 7,893.61                   | .00                          | .00                       | 7,893.61                     | .00                     |
| 8-1312-431-00-123-606-0-334                         | REGAL ESTATES-ENG & ARCH SRV             | .00                        | 16,855.25                  | .00                          | .00                       | 16,855.25                    | .00                     |
| 8-1312-431-00-123-780-1-334                         | VEREDA TROPICAL-ENG & ARCH SRV           | .00                        | 12,808.35                  | .00                          | .00                       | 12,808.35                    | .00                     |
| <b>1312 BORDER COLONIA ACCESS PROGRAM ROUND III</b> |                                          | <b>.00</b>                 | <b>332,870.91</b>          | <b>.00</b>                   | <b>.00</b>                | <b>332,870.91</b>            | <b>.00</b>              |
| <b>8 YEAR</b>                                       |                                          | <b>.00</b>                 | <b>332,870.91</b>          | <b>.00</b>                   | <b>.00</b>                | <b>332,870.91</b>            | <b>.00</b>              |

|                                                                                    |
|------------------------------------------------------------------------------------|
| <p><b>HIDALGO COUNTY BCAP ROUND III</b></p> <p>FOR</p> <p><b>PRECINCT NO 3</b></p> |
|------------------------------------------------------------------------------------|

**GRID**

Group A – All other Round III Colonias

|                                               | <b>Hinojosa<br/>Engineer, Inc</b> | <b>Rio Delta<br/>Engineering</b> | <b>Javier Hinojosa<br/>Engineer</b> |
|-----------------------------------------------|-----------------------------------|----------------------------------|-------------------------------------|
| Evaluator No 1                                | 96                                | 90                               | 99                                  |
| Total Scores                                  | <b>96</b>                         | <b>90</b>                        | <b>99</b>                           |
| <b>Ranking By<br/>Commissioners<br/>Court</b> |                                   |                                  |                                     |

Group B – La Homa Groves Estate & Ramon Leal Subdivision

|                                               | <b>Flores Engineers</b> | <b>MGarcia<br/>Engineering</b> | <b>Izaguirre<br/>Engineering</b> |
|-----------------------------------------------|-------------------------|--------------------------------|----------------------------------|
| Evaluator No 1                                | 60                      | 88                             | 96                               |
| Total Scores                                  | <b>60</b>               | <b>88</b>                      | <b>96</b>                        |
| <b>Ranking By<br/>Commissioners<br/>Court</b> |                         |                                |                                  |

**AI-11459**

**19.J.1.**

**Service and Maintenance to the Adult Detention Facility Electronics Systems Part 2**

**CC REGULAR**

**Date:** 10/07/2008

**Submitted By:** Elena Gomez, PURCHASING DEPT.

**Submitted For:** Marty Salazar

**Department:** PURCHASING DEPT.

**Agenda Area:** Purchasing Department

**Purchasing only:** Sheriff's Office

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**Information**

**CAPTION**

Request authority to re-advertise as attached hereto for "Hidalgo County Sheriffs's Office (Service and Maintenance to the Adult Detention Facility Electronics Systems Part 2) in as much no bids were received ( Bid No. 2008-288-MEG)

**BACKGROUND**

Proposed Schedule of Events:

Advertisement:

1st October 11, 2008

2nd October 18, 2008

Bid Openings Date: October 29, 2008

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**Fiscal Impact**

**FISCAL YEAR:** 2008

**ACCT. #:** 8-1100-423-21-280-002-0-431

**FUNDS AVAILABLE Y/N?:**

**MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

\$44,803.19 available balance as of 10/03/08

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**Attachments**

Link: Memo/EXhibit A & Draft Contract

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**Form Routing/Status**

| Route Seq | Inbox                 | Approved By    | Date                | Status |
|-----------|-----------------------|----------------|---------------------|--------|
| 1         | Purchasing Department | Marty Salazar  | 10/02/2008 02:04 PM | APRV   |
| 2         | Budget & Management   | Veronica Lopez | 10/02/2008 02:23 PM | APRV   |
| 3         | Rey Salazar           | Rey Salazar    | 10/03/2008 08:55 AM | APRV   |
| 4         | Auditor's Office      | Linda Fong     | 10/03/2008 12:29 PM | APRV   |
| 5         | Court Administrator   | Angela Garcia  | 10/03/2008 01:11 PM | APRV   |

Form Started By: Elena Gomez  
Started On: 09/29/2008 11:18 AM

Final Approval Date: 10/03/2008

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# MEMORANDUM

**To:** Guadalupe "Lupe" Trevino  
Sheriff's Office

**Attn:** Juan Tapia, Procurement Specialist

via email: [juan.tapia@hidalgo.org](mailto:juan.tapia@hidalgo.org)

**From:** Elena Gomez  
Purchasing Dept., Buyer

**Date:** August 19, 2008

**Re:** Bid No. 2008-288-00-00 MEG Approval of Specifications/Requirements for **HIDALGO COUNTY SHERIFF'S OFFICE "SERVICE AND MAINTENANCE TO THE ADULT DETENTION ELECTRONICS SYSTEM PART 2"**

Please review the following **SPECIFICATIONS** and verify if all requirements are met by signing below and indicating **APPROVE** (or) **DISAPPROVE**. If specification is **not** met, make any and all modifications necessary and return the revised copy to the designated Buyer in the Purchasing Department.

If you have any questions, please call me at (956) 318-2626 ext# 4855.

|                                                                 |                                     |
|-----------------------------------------------------------------|-------------------------------------|
| APPROVE <input type="checkbox"/>                                | DISAPPROVE <input type="checkbox"/> |
| APPROVED WITH MODIFICATIONS <input checked="" type="checkbox"/> |                                     |

FUNDS AVAILABILITY: \_\_\_\_ Yes / \_\_\_\_ No / \_\_\_\_

Other (specify) \_\_\_\_\_

BUDGET ACCOUNT#: 8-1100-423-21-288-002-0-431

*[Signature]*  
AUTHORIZED SIGNATURE

Juan Tapia  
PRINTED NAME

8-20-08  
DATE

**SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 318-2629 or E-mail: [Elena.gomez@co.hidalgo.tx.us](mailto:Elena.gomez@co.hidalgo.tx.us) no later than WEDNESDAY, AUGUST 20, 2008 by 12:00P.M.**

Enclosures

## **EXHIBIT "A"**

### **HIDALGO COUNTY SHERIFF'S OFFICE "SERVICE AND MAINTENANCE TO THE ADULT DETENTION FACILITY ELECTRONICS SYSTEMS PART 2" RFB NO: 2008-288-00-00 MEG**

## **SPECIFICATIONS**

### **Project Overview:**

The County of Hidalgo Texas Sheriff's Office is seeking to contract with a qualified bidder to conduct "MAINTENANCE SERVICE TO THE ADULT DETENTION ELECTRONICS AND MAINTENANCE SYSTEM PART 2" on an "As Needed Basis" including, but not limited to, the following:

### **Requirements, Terms & Conditions**

---

1. All costs and expenses associated with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.
2. Hidalgo County has the authority to utilize state awarded contracts from its membership with their existing or new cooperatives whenever it is in the county's best interest to do so.
3. Vendor shall have been in business (in this field) for a minimum of three (3) years
4. A list of a minimum of three (3) current references/contracts for any state, local political subdivision, private sector or any other law enforcement agency must be submitted with your bid. Information should include, but not limited to the following:
  - A). Company
  - B). Contact Person
  - C). Phone Number
  - D). Work Preformed
  - E).Contract Term
5. Vendor submitting bid will use authorized service technicians for:
  - A. Manufactured through Montgomery technology incorporated Hardware and software:
    1. System interface control panel boards
    2. Touch screen monitor systems
    3. Opening and/or closing jail door locking system
    4. Cameras and intercom systems programmable logic controllers

6. Vendors submitting bid must warranty all work performed.
7. Vendor must submit and maintain all proper insurances for the duration of contract term (refer to exhibit c).
8. All prices for inspections, repairs and maintenance shall include consideration for hourly rate plus parts percentage mark up (if applicable).
9. All billing invoices will be itemized (parts, labor, etc....)
10. The term of the contract will be for one (1) year with the county's option to extend for three (3) additional one (1) year terms under the same rates, terms and conditions.
11. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for next contract term.
12. Award of bid: hidalgo county reserves the right to: **A. Separate and accept, or eliminate any items(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. Reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. Award the bid to one bidder or to multiple bidders if the county determines it is in the best interest to do so.**
13. **Market Volatility and Unit Price Adjustments:**

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

- 1) **Requesting Price Adjustment:** Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.
  - A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.
  - The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
  - The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
  - No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
  - The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already



issued and in process at time of price change.

- 2) **Price Reduction:** Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.
- 3) **Timeframe for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.
- 4) **Allowable Review Periods:** Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.
- 5) **Dollar Limit to Price Changes:** The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

1. Respond time upon call on regular basis: \_\_\_\_\_ hours

Respond time upon call on emergency basis: \_\_\_\_\_ hours

2. Travel time from area: (how many times we will be charged travel Expenses upon call) \_\_\_\_\_

3. What will be the travel cost by fee on hourly rate: \_\_\_\_\_

Vendor must be able to respond within reasonable time for onsite repairs.

Vendor must also be available for troubleshooting via telephone.

Please submit a respond time to location and respond time for troubleshooting.

**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 I. Salazar, CPPB, purchasing agent, postal/mailling: 2812 s. Business Highway 281, new administration building, Edinburg, Texas 78539 **Telephone inquiries will not be accepted.**

**All written inquiries will be accepted via facsimile no later than, WEDNESDAY, MONTH 00, 2008, by 5:00 p.m. responses to said inquiries will be sent to all applications via facsimile by no later than, FRIDAY, MONTH 00, 2008 , by 5:00 p.m.**

THE STATE OF TEXAS     §  
                                          §  
COUNTY OF HIDALGO     §

**SERVICE CONTRACT**  
**C-08-288-00-00**

THIS CONTRACT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2008 by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and \_\_\_\_\_ a Texas Corporation. ("Company").

WHEREAS, Company responded to advertised notices for bids for " \_\_\_\_\_ " of \_\_\_\_\_ (the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, a copy of such specifications and bid being attached hereto as Exhibits "A" and "B" respectively, and incorporated herein for all purposes (the "Specifications"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications, the Commissioners Court of County awarded the bid to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agree that this Contract is entered into in order to provide the Services to locations at \_\_\_\_\_. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the Services in accordance with the

Specifications within **Hidalgo County** following a request for Services by the **Department Head, Commissioner, Sheriff or** his designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period beginning \_\_\_\_\_ and ending on \_\_\_\_\_ and may be extended at the sole discretion of County for an additional sixty (60) days, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

7. Company shall provide insurance in force on all its vehicles and all persons connected

with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship, that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County:

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

If to Company

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

14. This Agreement may be terminated by either party without cause upon thirty (30) days written notice.

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

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

WITNESS our hands in duplicate originals this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

Approved by Commissioners' Court on, \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

**COUNTY OF HIDALGO**

**ATTEST:**

By: \_\_\_\_\_  
Juan D. Salinas, III, County Judge

Arturo Guajardo Jr., County Clerk

**COMPANY:** \_\_\_\_\_  
By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**APPROVED AS TO FORM:**  
Atlas & Hall, L.L.P.

By: \_\_\_\_\_

**AI-11491**

**19.J.2.**

**Server and Database**

**CC REGULAR**

**Date:** 10/07/2008

**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, software and/or peripherals through our membership/participation with (DIR) Department of Information Resource's contract #DIR-SDD-223 awarded vendor Reyna Enterprises, Inc.. dba, CRC - requisition #139610 for a total amount of \$7,770.00.

**BACKGROUND**

---

**Fiscal Impact**

**FISCAL YEAR:** 2008

**ACCT. #:** 81100421002800010745

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

**MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

\$32,513.64 available balance as of 10/01/08.

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**Attachments**

Link: Server and Database

---

**Form Routing/Status**

| Route Seq | Inbox                 | Approved By    | Date                | Status |
|-----------|-----------------------|----------------|---------------------|--------|
| 1         | Purchasing Department | Marty Salazar  | 10/01/2008 04:59 PM | APRV   |
| 2         | Budget & Management   | Veronica Lopez | 10/02/2008 07:38 AM | APRV   |
| 3         | Rey Salazar           | Rey Salazar    | 10/03/2008 09:04 AM | APRV   |
| 4         | Auditor's Office      | Linda Fong     | 10/03/2008 12:29 PM | APRV   |
| 5         | Court Administrator   | Angela Garcia  | 10/03/2008 01:11 PM | APRV   |

Form Started By: Matilde Faz

Started On: 10/01/2008 03:01 PM

Final Approval Date: 10/03/2008

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**Requisition**  
**SHERIFF'S LAW ENFORMENT FACILITY**

Req # 00139610

PO #

Date: 09/16/08

*Regular*  
*# 11491*  
*10/09/08*

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: M. HINOJOSA  
956-393-6024

Contract No:

Special Instructions:

| QUANTITY | UOM  | DESCRIPTION                                          | UNIT PRICE  | AMOUNT                  |
|----------|------|------------------------------------------------------|-------------|-------------------------|
|          |      | DO NOT DUPLICATE ORDER                               |             |                         |
| 1        | EACH | HP PROLIANT DL360-APP. SERVER                        | 3,885.00    | 3,885.00                |
| 1        | EACH | HP PROLIANT DL360-DATABASE SVR                       | 3,885.00    | 3,885.00                |
|          |      | Account No _____                                     | Encumbrance |                         |
|          |      | 8-1100-421-00-280-001-0-745                          | 7,770.00    |                         |
|          |      |                                                      | Freight     | .00                     |
|          |      |                                                      | Total       | 7,770.00                |
|          |      | REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233 |             |                         |
|          |      |                                                      |             | <i>DR</i><br><i>223</i> |

*5/13/08 Regular*

Authorized By: \_\_\_\_\_

Reg# 139610

# C R C

COMPUTER REPAIR CENTER

September 9, 2008

Hidalgo County Sheriff's Department  
Edinburg, TX 78539  
Javier Chapa  
SUBJECT: HP ProLiant Server Quote

business partner



The following has the quote for the Database Server. All prices are from HP TEXAS DIR-SDD-223 contract.

| QTY   | PART NUMBER | DESCRIPTION                                                                                                                                                                                                                                                                                                                                                  | UNIT PRICE  | TOTAL PRICE |
|-------|-------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|-------------|
| 1     | 459959-005  | HP ProLiant DL360 G5 2.50GHz Rack Server Quad-Core Intel® Xeon® E5420 (2.50GHz, 1333MHz FSB, 80W) Processor, HP 2GB Fully Buffered DIMM PC2-5300 2X1GB Memory, HP Smart Array P400/256 Controller (RAID 0/1/1+0/5), DVD-ROM Drive, 2 Embedded NC373i Multifunction Gigabit Network Adapters, HP 1u Server 700w Hot Plug Power Supply x 2, HP Redundant Fans, | \$ 3,885.00 | \$3,885.00  |
| 1     | 397411-S21  | HP 2GB Fully Buffered DIMM PC2-5300 4X1GB                                                                                                                                                                                                                                                                                                                    |             |             |
| 1     | 409169-B21  | Microsoft® Windows® Server 2003 R2, Standard x64 Edition + 5 CALS (Not Installed)                                                                                                                                                                                                                                                                            |             |             |
| 4     | 431958-B21  | HP 146GB Hot Plug 2.5 SAS 10,000 rpm Hard Drive                                                                                                                                                                                                                                                                                                              |             |             |
| 1     | 399546-B21  | HP DL36X G5 Int. Mini-SAS 13 3/8" Cable (for P400i)                                                                                                                                                                                                                                                                                                          |             |             |
| 1     | AF556A      | 1.83m 10A C13-UL US Power Cord                                                                                                                                                                                                                                                                                                                               |             |             |
| 1     | UE891E      | Smart Buy 4-Hour On-Site Service -13-Hour x 5-Day Coverage, 3 Years, Electronic                                                                                                                                                                                                                                                                              |             |             |
| Total |             |                                                                                                                                                                                                                                                                                                                                                              |             | \$ 3,885.00 |

Respectfully,

Daniel Reyna

131 EAST PECAN BLVD • MCALLEN, TX • 78501  
PHONE: (956) 631-2321 • FAX: (956) 631-4696  
E-MAIL: dreyna@crc-computers.com  
<http://www.crc-computers.com>



800.581.4239

**Quote Information**

**Quote #:** LVK8389

**Status:** Open

**Quote Date:** 9/15/2008

**Contact:** JAVIER CHAPA

**Description:** SERVER 2 QUOTE

**Billed From Address**

CDW Government Inc.  
230 N. Milwaukee Ave  
Vernon Hills, IL 60061

(800) 594-4239

**Shipping Address**

HIDALGO COUNTY SHERIFFS DEPT

JAVIER CHAPA  
701 E EL CIBOLO RD  
COMPUTER DEPT  
EDINBURG, TX 78541-7771

**Need Help?**



**Contact:**  
**Jay Carille**  
Phone: (866) 224-6448  
Fax: (512) 705-9492  
Email: jcarille@cdw.com

**Billing Address**

JAVIER CHAPA  
ATTN: HIDALGO COUNTY  
701 E EL CIBOLO RD  
COMPUTER DEPT  
EDINBURG, TX 78541-7771

(956) 393-6031

**Payment Method**

Select payment method during checkout.

**Shipping Method**

UPS Ground

| Product                                                                     | Contract             | CDW     | Mfg Part # | Qty | Price              | Ext. Price        |
|-----------------------------------------------------------------------------|----------------------|---------|------------|-----|--------------------|-------------------|
| HP ProLiant DL360 G5 - Quad-Core Xeon E5420 2.5 GHz                         | Tcpn Contract #r4713 | 1345093 | 419959-005 | 1   | \$1,740.67         | \$1,740.67        |
| HP Smart Buy Memory - 2 GB ( 2 x 1 GB ) - FB-DIMM - DDR II                  | Tcpn Contract #r4713 | 1133904 | 317411-S21 | 1   | \$137.98           | \$137.98          |
| HP Power Supply for DL36X                                                   | Tcpn Contract #r4713 | 1005272 | 319542-B21 | 1   | \$280.00           | \$280.00          |
| Microsoft Windows Server 2008 Standard - license                            | Tcpn Contract #r4713 | 1418186 | P13-04228  | 1   | \$507.12           | \$507.12          |
| Microsoft Windows Server 2008 - license                                     | Tcpn Contract #r4713 | 1418188 | R18-02790  | 5   | \$21.06            | \$105.30          |
| HP Single Port hard drive - 146 GB - SAS                                    | Tcpn Contract #r4713 | 1051749 | 411958-B21 | 4   | \$299.00           | \$1,196.00        |
| Microsoft Windows Server 2003 R2 Standard x32 and x64 Edition - media       | Tcpn Contract #r4713 | 926683  | P13-01780  | 1   | \$21.00            | \$21.00           |
| Electronic HP Care Pack 4-hour Same Business Day Hardware Support - extende | Tcpn Contract #r4713 | 1016218 | U1891E     | 1   | \$300.00           | \$300.00          |
|                                                                             |                      |         |            |     | <b>Sub-Total</b>   | <b>\$4,288.07</b> |
|                                                                             |                      |         |            |     | <b>Shipping:</b>   | <b>\$0.00</b>     |
|                                                                             |                      |         |            |     | <b>Grand Total</b> | <b>\$4,288.07</b> |

## **Orion Communications, Inc.**

**RFP No. 2008-05-07-09-MSS  
Hidalgo County Sheriff's Office  
Police Administration Software  
RFP Response Document**

*08/21/2008*

*Best and Final*



**8235 Douglas Ave.  
Executive Suite 410  
Dallas, TX 75225  
(214) 361-1203 #2405  
(214) 234-0790  
Leslie DeLatta  
[www.orloncom.com](http://www.orloncom.com)**

FAX COVER SHEET  
FAX: (956)393-6027  
OFFICE: (956)393-6024

**INFORMATION TRANSMITTED  
IS FROM THE  
BUDGET OFFICE**

FAX #: 956-292-7612

SENT TO: Purchasing

ATTENTION: Mati

FROM: Roy Garcia

DATE: 9/25/2008

RE: Quotes for requisition

NUMBER OF PAGES INCLUDING COVER SHEET: 12

MESSAGE: Quotes for requisition

Thank You

Roy Garcia

THE INFORMATION CONTAINED IN THIS FACSIMILE MESSAGE IS  
LEGALLY PRIVILEGED AND CONFIDENTIAL INFORMATION INTENDED  
ONLY FOR THE USE OF THE INDIVIDUAL OR ENTITY NAMED ABOVE.  
IF THE READER OF THIS MESSAGE IS NOT THE INTENDED RECIPIENT,  
YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION,  
DISTRIBUTION, OR COPY OF THIS MESSAGE IS STRICTLY PROHIBITED.  
IF YOU HAVE RECEIVED THIS FACSIMILE IN ERROR, PLEASE NOTIFY  
US IMMEDIATELY BY TELEPHONE AND RETURN THE ORIGINAL  
MESSAGE TO US AT THE ADDRESS REFERENCED BELOW VIA THE  
UNITED STATES POSTAL SERVICE. THANK YOU.

Date Entered: 09-16-08  
Requisition #: 139610  
Date Approved: \_\_\_\_\_  
P.O. # \_\_\_\_\_

**HIDALGO COUNTY SHERIFF'S OFFICE  
EXECUTIVE BRANCH REQUISITION  
ADMINISTRATION REQUISITION**

DATE: 09/16/08  
REQUESTED BY: JAVIER CHAPA - IT MANAGER  
BUDGET: 8-1100-421-00-280-001-0  
OBJECT NUMBER: 745-COMPUTER EQUIPMENT  
CURRENT BALANCE: \$25,506.49  
EXPENDITURE AMOUNT: \$7,770.00  
NEW BALANCE: \$17,736.49  
PURPOSE FOR EXPENDITURE: SERVER EQUIPMENT FOR ORION SOFTWARE DEPLOYMENT

| LINE #          | ITEM & DESCRIPTION             | ITEM # | QTY | LOM  | UNIT PRICE | AMOUNT     |
|-----------------|--------------------------------|--------|-----|------|------------|------------|
| 1               | HP PROLIANT DL360-APP. SERVER  |        | 1   | EACH | \$3,885.00 | \$3,885.00 |
| 2               | HP PROLIANT DL360-DATABASE SVI |        | 1   | EACH | \$3,885.00 | \$3,885.00 |
| 3               |                                |        |     |      |            |            |
| 4               |                                |        |     |      |            |            |
| SHIPPING: (N/A) |                                |        |     |      |            | \$0.00     |
| GRAND TOTAL:    |                                |        |     |      |            | \$7,770.00 |

ESIMATED DELIVERY DATE: 07/01/08  
INTERNAL NOTES: DIR CONTRACT DIR-SDD-223

Awarded Vendor : CRC-COMPUTER REPAIR CTR. 956-631-2321  
131 EAST PECAN  
SUITE I-350, AUSTIN, TX 78746  
CONTACT PERSON: DANNY REYNA  
\$7,770.00

Quote: CDWG GOVERNMENT INC. 866-224-6448  
230 N. MILWAUKEE AVE.  
VERNON HILLS, IL 60061  
CONTACT PERSON: JAY CARLILE  
\$8,588.33

Quote: ORION COMMUNICATIONS 956-631-2321  
8235 DOUGLAS AVE., SUITE 410  
DALLAS, TX 75225  
CONTACT PERSON: LESLIE DELATTE  
\$13,400.00

AUTHORIZED BY: \_\_\_\_\_  
DIVISION COMMANDER

APPROVED BY: \_\_\_\_\_  
ADMINISTRATIVE LIEUTENANT

REVIEWED BY: \_\_\_\_\_  
PROCUREMENT SPECIALIST

APPROVED BY: \_\_\_\_\_  
CHIEF DEPUTY

SEP 16 2008

**AI-11558****19.J.3.****Requesting Approval of Purchase of One (1) New 2008 F150 Pickup  
CC REGULAR****Date:** 10/07/2008**Submitted By:** Darlene Betancourt, PURCHASING DEPT.**Submitted For:** Marty Salazar**Department:** PURCHASING DEPT.**Agenda Area:** Purchasing Department**Purchasing only:** Sheriff's Office

---

**Information****CAPTION**

Requesting authority to purchase "One (1) 2008 New Ford F150 Pickup", through Philpott Motor Company, Port Neches, TX., through the County's participation/membership with TASB Buyboard-contract #281-07 in the amount of \$18,000.00 which includes the Buyboard Administrative fee project # 2008-401-10-07

**BACKGROUND**

See attachments for request by the Sheriff's Office, along with the Customized Product Pricing Summary provided by the awarded vendor thru TASB Buyboard

---

**Fiscal Impact****FISCAL YEAR:** 2008**ACCT. #:** see below**FUNDS AVAILABLE Y/N?:** Y**MATCHING FUNDS Y/N?:** Y**BUDGETARY IMPACT:**

|                                                                 |                 |
|-----------------------------------------------------------------|-----------------|
| 8-1227-421-00-280-005-0-741 Sher Investigation HB65 Vehicles-\$ | 3000.00         |
| (Funding reserved on PO# 140851)                                |                 |
| 8-1100-421-00-280-001-0-741 Sher Vehicles                       | <u>15000.00</u> |
| (Funding reserved on PO# 140851)                                |                 |
|                                                                 | \$ 18000.00     |

---

**Attachments**

Link: Buyboard Quote for  
New 1 Truck

---

**Form Routing/Status**

| Route Seq                           | Inbox                 | Approved By    | Date                            | Status |
|-------------------------------------|-----------------------|----------------|---------------------------------|--------|
| 1                                   | Purchasing Department | Marty Salazar  | 10/02/2008 05:05 PM             | APRV   |
| 2                                   | Budget & Management   | Veronica Lopez | 10/03/2008 07:41 AM             | APRV   |
| 3                                   | Rey Salazar           | Rey Salazar    | 10/03/2008 09:08 AM             | APRV   |
| 4                                   | Auditor's Office      | Linda Fong     | 10/03/2008 12:33 PM             | APRV   |
| 5                                   | Court Administrator   | Angela Garcia  | 10/03/2008 01:12 PM             | APRV   |
| Form Started By: Darlene Betancourt |                       |                | Started On: 10/02/2008 04:12 PM |        |
| Final Approval Date: 10/03/2008     |                       |                |                                 |        |





# CUSTOMIZED PRODUCT PRICING SUMMARY BASED ON CONTRACT

## VEHICLES

BUYBOARD #281-07

End User: HIDALGO COUNTY

Philpott Rep: ALAN WILEY

Contact: LT. RICHARD OZUNA

Date: 23-Sep-08

Product Description: 2008 FORD F150 PICKUP

A. Bid Series: 16

A. Base Price: \$ 10,613.00

**B. Published Options [Itemize each below]**

| Code | Options                  | Bid Price   | Code | Options                    | Bid Price   |
|------|--------------------------|-------------|------|----------------------------|-------------|
|      | XL SERIES SHORT BED      | INCL        | 8X12 | EXTENDED CAB 4X2 SHORT BED | \$ 1,477.00 |
|      | 4.2L V6 GAS              | INCL        | 86D  | XL DÉCOR GROUP             | \$ 108.00   |
|      | MANUAL TRANS             | INCL        | CE   | CLOTH SEATS                | INCL        |
|      | SINGLE REAR WHEEL        | INCL        | 52N  | SPEED CONTROL              | \$ 211.00   |
|      | VINYL SPLIT BENCH        | INCL        | 85A  | POWER WINDOWS-LOCKS        | \$ 932.00   |
|      | HEATER-DEFROSTER         | INCL        |      | POWER MIRRORS              | INCL        |
|      | AM-FM RADIO              | INCL        | 99V  | 5.4L FLEX FUEL V8 GAS      | \$ 716.00   |
|      | TILT WHEEL               | INCL        |      | BLACK IN STOCK             | COLOR       |
| 44Q  | AUTOMATIC                | \$ 1,427.00 |      | BLACK IN STOCK             | IN STOCK    |
| 572  | A/C                      | \$ 796.00   | 168  | CARPET WITH FLOOR MATS     | \$ 136.00   |
| FDS  | FACTORY FUEL DELIVERY    | \$ 925.00   | 535  | TRAILER TOW PACKAGE        | \$ 328.00   |
|      | SURCHARGE AS OF 10-08-07 |             |      | HD RADIATOR                | INCL        |
| XH9  | LIMITED SLIP AXLE        | \$ 281.00   |      | TRANSMISSION OIL COOLER    | INCL        |

Total of B. Published Options: \$ 7,337.00

**C. Unpublished Options [Itemize each below, not to exceed 25%]**

\$= 0.0 %

| Options | Bid Price | Options                     | Bid Price |
|---------|-----------|-----------------------------|-----------|
|         |           | BLACK IN STOCK              | IN STOCK  |
|         |           |                             |           |
|         |           |                             |           |
|         |           |                             |           |
|         |           |                             |           |
|         |           |                             |           |
|         |           |                             |           |
|         |           |                             |           |
|         |           |                             |           |
|         |           | HCSO WILL PICK UP TRUCK AT  | NOTE      |
|         |           | PHILPOTT MOTORS, WHEN READY | NOTE      |
|         |           |                             |           |

Total of C. Unpublished Options: \$ -

|    |                                             |                                    |                     |
|----|---------------------------------------------|------------------------------------|---------------------|
| D. | Contract Price Adjustment:                  | <u>NON DELIVERY DISCOUNT</u>       | \$ <u>(350.00)</u>  |
| E. | Delivery Charges:                           | <u>0</u> miles @ \$.93/mile        | \$ <u>-</u>         |
| F. | Total of A + B + C + D + E = F              |                                    | \$ <u>17,600.00</u> |
| G. | Quantity Ordered <u>1</u> x F =             |                                    | \$ <u>17,600.00</u> |
| H. | BUYBOARD Administrative Fee                 | <u>\$400.00 PER PURCHASE ORDER</u> | \$ <u>400.00</u>    |
| I. | Non-Equip Charges & Credits                 |                                    |                     |
| J. | TOTAL PURCHASE PRICE INCLUDING BUYBOARD FEE |                                    | \$ <u>18,000.00</u> |

Date Entered: \_\_\_\_\_  
Requisition #: \_\_\_\_\_  
Date Approved: \_\_\_\_\_  
P.O. # \_\_\_\_\_

**HIDALGO COUNTY SHERIFF'S OFFICE  
EXECUTIVE BRANCH REQUISITION  
ADMINISTRATION REQUISITION**

DATE: 10/01/08  
REQUESTED BY: EVER OCHOA - QUARTERMASTER'S OFFICE  
BUDGET: 8-1227-421-00-280-005-0-741  
OBJECT NUMBER: 741 - VEHICLES  
CURRENT BALANCE: \$3,445.00  
EXPENDITURE AMOUNT: \$3,000.00  
NEW BALANCE: \$445.00  
PURPOSE FOR EXPENDITURE: REPLACE UNIT INVOLVED IN FLEET ACCIDENT

| LINE # | ITEM & DESCRIPTION                               | ITEM # | QTY | UOM | UNIT PRICE  | AMOUNT      |
|--------|--------------------------------------------------|--------|-----|-----|-------------|-------------|
| 1      | 2008 FORD F-150 PICKUP<br>(BLACK IN STOCK)       |        | 1   |     | \$10,613.00 | \$10,613.00 |
| 2      | PUBLISHED OPTIONS (ITEMIZE LIST<br>SEE ATTACHED) |        | 1   |     | \$7,337.00  | \$7,337.00  |
| 3      | NON DELIVERY DISCOUNT                            |        | 1   |     | -\$350.00   | -\$350.00   |
| 4      | BUYBOARD DMINISTRATIVE FEE                       |        | 1   |     | \$400.00    | \$400.00    |

SHIPPING: (N/A) \$0.00  
GRAND TOTAL: \$18,000.00  
ESTIMATED DELIVERY DATE: HCSO WILL PICK UP TRUCK AT PHILPOTT MOTORS, WHEN READY  
INTERNAL NOTES: N/A

Awarded Vendor : PHILPOTT MOTOR COMPANY 888-858-7801  
P.O. BOX 876 CONTACT PERSON: ALAN WILEY  
UNDER BUYBOARD CONTRACT #208-04 \$18,000.00  
800-211-5454

AUTHORIZED BY: \_\_\_\_\_ APPROVED BY:  \_\_\_\_\_  
DIVISION COMMANDER ADMINISTRATIVE LIEUTENANT

REVIEWED BY: \_\_\_\_\_ APPROVED BY:  \_\_\_\_\_  
PROCUREMENT SPECIALIST CHIEF DEPUTY

Date Entered: \_\_\_\_\_  
Requisition #: \_\_\_\_\_  
Date Approved: \_\_\_\_\_  
P.O. # \_\_\_\_\_

**HIDALGO COUNTY SHERIFF'S OFFICE  
EXECUTIVE BRANCH REQUISITION  
ADMINISTRATION REQUISITION**

DATE: 10/01/08  
REQUESTED BY: EVER OCHOA - QUARTERMASTER'S OFFICE  
BUDGET: 8-1100-421-00-280-001-0  
OBJECT NUMBER: 741 - VEHICLES  
CURRENT BALANCE: \$15,000.00  
EXPENDITURE AMOUNT: \$15,000.00  
NEW BALANCE: \$0.00  
PURPOSE FOR EXPENDITURE: REPLACE UNIT INVOLVED IN FLEET ACCIDENT

| LINE # | ITEM & DESCRIPTION                               | ITEM # | QTY | UOM | UNIT PRICE  | AMOUNT      |
|--------|--------------------------------------------------|--------|-----|-----|-------------|-------------|
| 1      | 2008 FORD F-150 PICKUP (BLACK IN                 |        | 1   |     | \$10,613.00 | \$10,613.00 |
| 2      | PUBLISHED OPTIONS (ITEMIZE LIST<br>SEE ATTACHED) |        | 1   |     | \$7,337.00  | \$7,337.00  |
| 3      | NON DELIVERY DISCOUNT                            |        | 1   |     | -\$350.00   | -\$350.00   |
| 4      | BUYBOARD DMINISTRATIVE FEE                       |        | 1   |     | \$400.00    | \$400.00    |

SHIPPING: (N/A) \$0.00  
GRAND TOTAL: \$18,000.00  
ESTIMATED DELIVERY DATE: HCSO WILL PICK UP TRUCK AT PHILPOTT MOTORS, WHEN READY  
INTERNAL NOTES: N/A

Awarded Vendor : PHILPOTT MOTOR COMPANY 888-858-7801  
P.O. BOX 876 CONTACT PERSON: ALAN WILEY  
UNDER BUYBOARD CONTRACT #208-04 \$18,000.00  
800-211-5454

AUTHORIZED BY: \_\_\_\_\_ APPROVED BY: \_\_\_\_\_  
DIVISION COMMANDER ADMINISTRATIVE LIEUTENANT

REVIEWED BY: \_\_\_\_\_ APPROVED BY: \_\_\_\_\_  
PROCUREMENT SPECIALIST CHIEF DEPUTY

**AI-11473**

**19.K.1.**

**Trimble R6 Rover Kit  
CC REGULAR**

**Date:** 10/07/2008

**Submitted By:** Vangie Garcia, PURCHASING DEPT.

**Submitted For:** Raul Sesin

**Department:** PURCHASING DEPT.

**Agenda Area:** Purchasing Department **Purchasing only:** Planning Department

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**Information**

**CAPTION**

Presentation for discussion, consideration and approval to purchase the following and subject to department's approval of line item transfer in order to cover full amount:

A. Through Hidalgo County's membership/participation with TXMAS C-4-6611Q010-Trimble Navigation Limited for the purchase of "One (1) Trimble R6 Rover Kit, OSC/SW, GSM, One (1)-Upgrade Trimble R6 to GLONASS and One (1)-TSC2 CU w/SC, no internal radio", for an amount not to exceed \$25,840.00, and;

B. Through Quotes - Accessories for "Trimble R6 Rover Kit" (Cradle Assy, Pole Bracket, Rover Rod 2M, Bipod, CST Ribrach W/Optical Plummet and the membership) for an amount not to exceed \$2,300.00.

**BACKGROUND**

Due to the request from Hidalgo County Planning Department and timeframe, process for purchase as requested can be expedited by required timeframe of October 17, 2008.

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**Fiscal Impact**

**FISCAL YEAR:** 2008

**ACCT. #:** 1100-419-10-210-001-0-748

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

**MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Object Code 748 will have available a total of \$28,840.66 pending approval of AI#11534 & AI# 11571.

|                                     |                   |
|-------------------------------------|-------------------|
|                                     | 748               |
| Available balance as of 10-3-08     | \$22,405.85       |
| Agenda Item 11571 10-7-08           | \$1,800.66        |
| Agenda Item 11534 10-7-08           | <u>\$4,634.15</u> |
| Available balance after AI approval | \$28,840.66       |

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**Attachments**

Link: TXMAS

CONTRACT AND PRICE  
(TRIMBLE)

Link: GRID

Link: QUOTE FOR  
ACCESSORIES

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**Form Routing/Status**

| Route Seq | Inbox                 | Approved By    | Date                | Status |
|-----------|-----------------------|----------------|---------------------|--------|
| 1         | Purchasing Department | Marty Salazar  | 10/02/2008 05:05 PM | APRV   |
| 2         | Budget & Management   | Veronica Lopez | 10/03/2008 07:42 AM | APRV   |
| 3         | Manuel Chapa          | Manuel Chapa   | 10/03/2008 04:25 PM | APRV   |
| 4         | Auditor's Office      |                | 10/03/2008 05:27 PM | NEW    |

Form Started By: Vangie Garcia  
Started On: 09/30/2008 05:08 PM

Final Approval Date: 10/03/2008

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## TXMAS Quote

TXMAS Contract Number TXMAS-4-6611Q010



Name: Irma Castillo  
Company: Hidalgo County  
Address:

Ship To:

Attn:  
Ph:  
Fax:

Date

September 30, 2008

TXMAS Discount

10%

| Item | Part No.    | Description                             | Qty | Unit Price                | Disc | Net                       | Total Price               |
|------|-------------|-----------------------------------------|-----|---------------------------|------|---------------------------|---------------------------|
| 3    | R6201-51-71 | TRIMBLE R6 ROVER KIT, 0 SC / SW, GSM    | 1   | \$19,245.00               |      | \$19,245.00               | \$19,245.00               |
| 6    | 52426-80    | Upgrade Trimble R6 to GLONASS           | 1   | \$1,000.00                |      | \$1,000.00                | \$1,000.00                |
| 7    | TSC216      | TSC2 CU w/ SC, no internal radio        | 1   | \$5,595.00                |      | \$5,595.00                | \$5,595.00                |
| 10   | 5200-050    | Cradle Assy                             | 1   | Not available under TXMAS |      | Not available under TXMAS | Not available under TXMAS |
| 11   | 5196-059    | Pole Bracket                            | 1   | Not available under TXMAS |      | Not available under TXMAS | Not available under TXMAS |
| 12   | 5125-20-xxx | Rover Rod 2M                            | 1   | Not available under TXMAS |      | Not available under TXMAS | Not available under TXMAS |
| 13   | 5217-04-YEL | Bipod, TRB Universal                    | 1   | Not available under TXMAS |      | Not available under TXMAS | Not available under TXMAS |
| 14   | 61-3500     | CST Tribrach (black) w/ Optical Plummet | 1   | Not available under TXMAS |      | Not available under TXMAS | Not available under TXMAS |
| 15   | VRSMEM      | VRS Membership                          | 1   | Not available under TXMAS |      | Not available under TXMAS | Not available under TXMAS |
| 18   |             |                                         |     |                           |      |                           |                           |
| 19   |             |                                         |     |                           |      |                           |                           |
| 20   |             |                                         |     |                           |      |                           |                           |
| 21   |             |                                         |     |                           |      |                           |                           |
| 22   |             |                                         |     |                           |      |                           |                           |
| 23   |             |                                         |     |                           |      |                           |                           |

## Notes:

- 1 Prices do not include applicable taxes or delivery costs
- 2 Quotation valid for 30 days
- 3 Terms: Net 30 days with approved credit or C.O.D.
- 4 UHF radios are subject to local licensing requirements

Total Price:

\$25,840.00

Philip Woodcock

Sales Representative:

Search TXMAS Contracts:  

Rebates: Pursuant to Texas Government Code § 2155.510(b), rebates generated from TXMAS contract purchases made using federal funds must be reported to the federal funding agency for reporting and reconciliation purchases. Each quarter of the State's fiscal year, TXMAS contractors rebate .75% of their TXMAS sales to the State of Texas via the Texas Comptroller of Public Accounts (CPA). It is the purchasing entity's responsibility to report the amount of rebate using the above percent based on the total dollar value of the TXMAS purchase order.

Example: A purchasing entity receives and uses federal funds of \$50,000 to purchase items/services on a TXMAS contract. The purchasing entity must report to the federal fund-provider that a sales rebate of \$375 ( $\$50,000 * .75\% = \$375$ ) will be paid to the State of Texas by the TXMAS contractor.



## TRIMBLE NAVIGATION LIMITED

### Contract TXMAS-4-6611Q010

#### On-Line Catalog/Order Processing

### GEOPHYSICAL, ENVIRONMENTAL ANALYSIS EQUIPMENT AND SERVICES

#### Corporate Office:

TRIMBLE NAVIGATION LIMITED  
5475 KELLENBURGER RD.  
DAYTON OH 45424-1099  
USA

#### Send PO to:

TRIMBLE NAVIGATION LIMITED  
ATTN:GOVT SALES / 5475  
KELLENBURGER RD.  
DAYTON OH 45424  
USA

Vendor ID: 19428021927

#### Invoice From:

TRIMBLE NAVIGATION LIMITED

Delivery: WITHIN 30 DAYS ARO

FOB Point: DESTINATION

Terms: NET 30 DAYS

Remit To: TRIMBLE NAVIGATION  
LIMITED  
DEPT. 10007 / P.O. BOX  
121007  
DALLAS TX 75312-1007  
USA  
Vendor ID:

Vendor ID: 19428021927

Business  
Type: Large

5475 KELLENBURGER RD.  
DAYTON OH 45424  
USA  
Vendor ID:

DUNS #: 124120655  
Effective: 2/26/2004  
Expires: 2/14/2009

**CONTACT:** COLLEEN BEAN  
Phone 720-587-4554  
STATE\_SALES@TRIMBLE.COM

**Effective Date:** This Texas Multiple Award Schedule (TXMAS) contract is effective beginning 2/26/2004 through 2/14/2009 and is automatically renewed on the date that the General Services Administration (GSA) exercises the renewal option. All State of Texas terms and conditions will continue and apply to all renewal periods by mutual agreement. The contractor has certified that the prices reflected in the contractor's catalog are the same as the prices contained in the most current modification to GSA Contract No. GS-07F-5588P.

**Placement of Orders:** Purchasing entities must use both the instructions on the contractor's web page and the terms and conditions in the federal supply schedule to place orders. Purchasing entities may use either a departmental purchase order or the contractor's on-line ordering system to place orders. Purchasing entities may opt out of using the contractor's on-line ordering system if it is incompatible with the entity's purchasing procedures. The contractor is not required to accept orders below the minimum listed below. Orders between the minimum and maximum listed below are subject to GSA preferred customer pricing. For orders above the maximum, purchasing entities are entitled to negotiate for lower prices than those listed on the on-line federal supply schedule price list.

**Order Limitation:**

Minimum Order: \$100.00

Maximum Order: \$500,000.00

**Approved Products/Services:** Only products or services listed in the CPA approved GSA contract may be purchased from this TXMAS contract, with one exception. Incidental, off-schedule items may be purchased as "best value, open market" items provided that they are necessary for product integration or product completeness. The purchasing entity is responsible for ensuring that the quoted price for such incidental items is fair and reasonable. These incidental items may be added to the TXMAS purchase order if they are clearly labeled as "open market (OM), best value" items.

**State Contracts:** All Texas Council for Purchasing from People with Disabilities contracts and Texas Correctional Industries (TCI) term contracts take precedence over this TXMAS contract. If similar products or services are listed on this TXMAS contract and a CPA term contract, a



determination should be made that will result in a best value purchase.

**Payment Due Date:** Payment will be due on the thirtieth (30) calendar day after the later of: (a) the date the State actually receives a proper invoice at the office designated in the applicable purchase order to receive it; or (b) the date the State accepts the products or services. The post mark date on the envelope for the State warrant (State's equivalent to a check) or banking information showing when a direct deposit transaction was received will be considered the date payment is made. Interest starts accruing on the first day that payment is late. The rate of interest for late payments is set at one percent per month.

**Special Note:** The State of Texas, including but not limited to its Agencies, cooperative purchasing members and any local governmental entity authorized by law to use the Texas Multiple Award Schedule method for purchasing is not obligated to procure any products or services from this TXMAS contract. This schedule contract shall not be construed to prevent the State from purchasing products or services using other procurement methods as authorized by law.

**Keywords:** Trimble, Navigation, GPS, Mapping, GIS, Pathfinder, ProXT, ProXH, PFO, GeoBeacon, GeoXM, GeoXT, GeoXH, Ranger, Recon, Terrasync, GPSCorrect, GPSAnalyst, Software, ESRI, ArcPad, Geospatial, Post-processing, Sub-meter, Sub-foot,

## Contact Us

If you have any suggestions on how to improve TXMAS or this web site, please send an email to [txmas@cpa.state.tx.us](mailto:txmas@cpa.state.tx.us) or call 512-463-8839 or 512-463-3421.

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Texas Online | Statewide Search from the Texas State Library | State Link Policy |  
Texas Homeland Security

**Susan Combs**, Texas Comptroller • Window on State Government • Contact Us  
Privacy and Security Policy | Accessibility Policy | Link Policy | Public Information  
Act | Compact with Texans

**HIDALGO COUNTY PLANNING DEPARTMENT**

**"TRIMBLE R6"**

**TRIMBLE R6 ACCESSORIES FOR TRIMBLE R6 ROVER KT**

**(Trimble R6 Rover Kit will be purchase with Trimble Navigation thru TXMAS Contract)**

|                                                                                                                                                                        |             |            |                                                                                                                                                                          |            |                                                                                                                                                        |                     |            |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|--------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|------------|
| <p align="center">TRIMBLE NAVIGATION<br/>10355 WEST MOORE DR. SUITE 100<br/>WESTMINSTER, CO. 80021<br/>303-412-6800<br/>MOBILE: 303-807-5708<br/>FAX: 786-549-2441</p> |             |            | <p align="center"><b>MARTIN INSTRUMENT</b><br/><b>12088 STARCREST DRIVE</b><br/><b>SAN ANTONIO, TEXAS 78247</b><br/><b>210-490-4604</b><br/><b>FAX: 210-490-4706</b></p> |            | <p align="center">WESTERN DATA SYSTEMS<br/>SALES-THE VALLEY<br/>801 FERGUSON AVE.<br/>PHARR, TEXAS 78577<br/>956-961-4591<br/>POC: MIKE CARRIZALES</p> |                     |            |
| CRADLE ASSY                                                                                                                                                            | 5200-050    | \$79.95    | SECO CRADLE ASSY                                                                                                                                                         | \$50.00    | CRADLE ASSY                                                                                                                                            | 5200-050            | \$79.95    |
| POLE BRACKET                                                                                                                                                           | 5198-059    | \$86.95    | SECO POLE BRACKET                                                                                                                                                        | \$50.00    | POLE BRACKET                                                                                                                                           | 5198-059            | \$86.95    |
| ROVER ROD 2M                                                                                                                                                           | 5125-20-XXX | \$114.95   | ROD-2M                                                                                                                                                                   | \$200.00   | ROVER ROD,<br>2M                                                                                                                                       | 5125-20-XX          | \$114.95   |
| BIPOD, TRB<br>UNIVERSAL                                                                                                                                                | 5217-04-YEL | \$159.00   | NO QUOTE<br>(This is included in<br>the ROD-2M quote)                                                                                                                    | NO QUOTE   | BIPOD, TRB<br>UNIVERSAL                                                                                                                                | 5217-04-YEL         | \$159.00   |
| VRS<br>MEMBERSHIP                                                                                                                                                      | VRSEM       | \$2,000.00 | COOP MEMBERSHIP                                                                                                                                                          | \$2,000.00 | TX/OK<br>MEMBERSHIP                                                                                                                                    | TX/OK<br>MEMBERSHIP | \$2,000.00 |
| INSTALLATION                                                                                                                                                           | INSTALLION  | \$300.00   | NO FEE                                                                                                                                                                   | NO FEE     | NO QUOTE                                                                                                                                               | NO QUOTE            | NO QUOTE   |
| SHIPPING<br>FEES                                                                                                                                                       | -0-         | -0-        | -0-                                                                                                                                                                      | -0-        | SHIPPING FEES                                                                                                                                          | SHIPPING<br>FEES    | \$125.00   |
| TOTAL                                                                                                                                                                  | \$2740.85   |            | TOTAL                                                                                                                                                                    | \$2300.00  | TOTAL                                                                                                                                                  | \$2565.85           |            |

THESE ITEMS ARE NOT UNDER TXMAS CONTRACT WITH TRIMBLE, SO QUOTES WERE OBTAINED.



Sales - The Valley  
801 Ferguson Ave.  
Pharr, TX 78577  
United States

# SALES QUOTE

Sales Quote Number: SQ-05162  
Sales Quote Date: 09/05/08  
Page: 1

Quote Expiration Date: 09/30/08

Sell  
To: Hidalgo County Planning Dept.  
1304 South 25th Street  
Edinburg, TX 78539  
United States

Ship  
To:

Ship Via  
Terms

Net 30 Days

Customer ID  
SalesPerson  
Team Name Manny Carrizales

| Item No.    | Description                                               | Unit   | Quantity | Unit Price | Total Price |
|-------------|-----------------------------------------------------------|--------|----------|------------|-------------|
| R6201-51-71 | TRIMBLE R6 ROVER KIT, 0 SC / S W, US GSM                  | Each   | 1        | 19,245.00  | 19,245.00   |
| 52426-80    | TRIMBLE R6 GLONASS UPGRADE (FACTORY) - FREE               | Each   | 1        |            |             |
| 48814-11-AM | Trimble R6 Purchase Discount (no trade-in)                | Each   | 1        | -4,500.00  | -4,500.00   |
| .....       |                                                           |        |          |            |             |
| TSC216      | CU - TSC2 w/SC, no internal ra dio                        | Each   | 1        | 5,595.00   | 5,595.00    |
| 5200-050    | CRADLE ASSY, TSC2, RANGER 300 /500                        | Each ✓ | 1        | 79.95      | 79.95       |
| 5198-059    | POLE BRACKET ASSY, 1-1/4, W/X SLOT                        | Each ✓ | 1        | 86.95      | 86.95       |
| 5125-20-XXX | ROVER ROD, 2M, AL, SNAP-LOC, FLY, FOR, YEL                | Each ✓ | 1        | 114.95     | 114.95      |
| 5217-04-YEL | BIPOD, TRB, 1/2-13SS, UNIVERSA L, FLY, RED, YEL, FOR, FPK | Each ✓ | 1        | 159.00     | 159.00      |
| 48814-50-AM | Trimble Data Collector Discount (no trade-in)             | Each ✓ | 1        | -500.00    | -500.00     |
| .....       |                                                           |        |          |            |             |
| VRSMEM      | TX/OK COOP NETWORK MEMBERSHIP                             | Each   | 1        | 2,000.00   | 2,000.00    |
| SHIPPING    | Shipping & Handling Charges                               | Each   | 1        | 125.00     | 125.00      |

Amount Subject to  
Sales Tax  
0.00

Amount Exempt  
from Sales Tax  
22,405.85

Subtotal: 22,405.85  
Invoice Discount: 0.00  
Total Sales Tax: 0.00

Total: 22,405.85

## Quote



Name: Irma Castillo  
Company: Hidalgo County  
Address:

Ship To:

Attn:  
Ph:  
Fx:

Date:

July 10, 2008

University Discount 10%

| Item | Part No      | Description                            | Qty | Unit Price  | Disc | Net         | Total Price |
|------|--------------|----------------------------------------|-----|-------------|------|-------------|-------------|
| 3    | R6201-51-71  | TRIMBLE R6 ROVER KIT, 8 SC, SW, GSM    | 1   | \$19,245.00 |      | \$19,245.00 | \$19,245.00 |
| 6    | 52426-80     | Upgrade Trimble R6 to GLONASS          | 1   | \$1,000.00  |      | \$1,000.00  | \$1,000.00  |
| 7    | TSC216       | TSC2 CU w/ SC, no internal radio       | 1   | \$5,595.00  |      | \$5,595.00  | \$5,595.00  |
| 10   | 5200-050     | Cradle Assy                            | 1   | \$79.95     | ✓    | \$79.95     | \$79.95     |
| 11   | 5198-059     | Pole Bracket                           | 1   | \$86.95     | ✓    | \$86.95     | \$86.95     |
| 12   | 5125-20-xxx  | Rover Rod 2M                           | 1   | \$114.95    | ✓    | \$114.95    | \$114.95    |
| 13   | 5217-04-YEL  | Bipod, TRB Universal                   | 1   | \$159.00    | ✓    | \$159.00    | \$159.00    |
| 14   | 613500       | CST Tebrach (black) w/ Optical Plummet | 1   | \$350.00    | ✓    | \$350.00    | \$350.00    |
| 15   | VRSMEM       | VRS Membership                         | 1   | \$2,000.00  | ✓    | \$2,000.00  | \$2,000.00  |
| 16   | Shipping     | Shipping                               | 1   | \$300.00    | ✓    | \$300.00    | \$300.00    |
| 17   | Installation | Installation                           | 1   | \$300.00    | ✓    | \$300.00    | \$300.00    |
| 18   |              |                                        |     |             |      |             |             |
| 19   |              |                                        |     |             |      |             |             |
| 20   |              |                                        |     |             |      |             |             |
| 21   |              |                                        |     |             |      |             |             |
| 22   |              |                                        |     |             |      |             |             |
| 23   |              |                                        |     |             |      |             |             |

## Notes:

- Prices do not include applicable taxes or delivery costs.
- Quotation valid for 30 days.
- Terms: Net 30 days with approved credit or C.O.D.
- UHF radios are subject to local licensing requirements.

Total Price:

\$29,230.85

Sales Representative:



## MARTIN INSTRUMENT

12077 Starcrest Drive  
San Antonio, TX 78247  
210-490-4604 Phone  
210-490-4706 Fax  
[www.martininstrument.com](http://www.martininstrument.com)

### Quotation For:

Mr. Raul Sesin  
Hidalgo County Planning Dept.  
1304 S. 25th St.  
Edinburg, TX 78539

Date: September 11, 2008

| Item  | Part No                | Description                                        | Qty | Unit Price             | Total Price            |
|-------|------------------------|----------------------------------------------------|-----|------------------------|------------------------|
| 1     | <del>R6201-51-71</del> | TRIMBLE R6 ROVER KIT, 0 SC / SW, US GSM            | 1   | \$14,745.00            | \$ 14,745.00           |
| 2     | <del>52426-80</del>    | TRIMBLE R6 GLONASS UPGRADE (FACTORY)               | 1   | <del>\$ 1,000.00</del> | <del>\$ 1,000.00</del> |
| 3     | <del>T60211110</del>   | TSC2 CU w/ SC, no internal radio                   | 1   | \$ 4,595.00            | \$ 4,595.00            |
| 4     | 5200-050               | Seco - TSC2 Cradle Assembly                        | 1 ✓ | \$ 50.00               | \$ 50.00               |
| 5     | 5198-059               | Seco - Pole Bracket Assembly, 1-1/4, with "X" Slot | 1 ✓ | \$ 50.00               | \$ 50.00               |
| 6     | MI-RBPKG               | Rod - 2m Snap-lock Range Pole with Bipod           | 1 ✓ | \$ 200.00              | \$ 200.00              |
| 7     | GSA                    | GSA Discount (10%)                                 | 1   | \$ (2,064.00)          | \$ (2,064.00)          |
| 8     | COOP                   | 1 Year Trimble COOP Network membership             | 1 ✓ | \$ 2,000.00            | \$ 2,000.00            |
| 9     | FREIGHT                | Shipping and Handling Charges                      | 1   | \$ -                   | \$ -                   |
| TOTAL |                        |                                                    |     |                        | \$ 20,576.00           |

All prices and discounts shown are good for 30 days. Please note that sales tax is not included in this proposal. Please contact me at (512) 695-6117 if you have any questions.

Sincerely,

Martin Instrument

Mike Minick  
South Texas Sales

**AI-11496**  
**Minitowers**  
**CC REGULAR**

**19.L.1.**

**Date:** 10/07/2008

**Submitted By:** Matilde Faz, PURCHASING DEPT.

**Submitted For:** Marty Salazar

**Department:** PURCHASING DEPT.

**Agenda Area:** Purchasing Department

**Purchasing only:** Auditor's Office

---

**Information**

**CAPTION**

Requesting authority to purchase computer equipment, software and/or peripherals through our membership/participation with the Department of Information Resource (DIR) contract SDD-192 awarded vendor Dell Marketing- through requisition #140338 for the total amount of \$9,327.60.

**BACKGROUND**

---

**Fiscal Impact**

**FISCAL YEAR:** 2008

**ACCT. #:** 8-1100-415-21-170-001-0-745

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

**MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Req # 140338 in the amount of \$9,327.60 as of 10-02-08

Available balance in account as of 10-02-08 \$1,982.26

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**Attachments**

Link: [Minitowers](#)

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**Form Routing/Status**

| Route Seq | Inbox                 | Approved By    | Date                | Status |
|-----------|-----------------------|----------------|---------------------|--------|
| 1         | Purchasing Department | Marty Salazar  | 10/01/2008 05:00 PM | APRV   |
| 2         | Budget & Management   | Veronica Lopez | 10/02/2008 07:39 AM | APRV   |
| 3         | Veronica Lopez        | Veronica Lopez | 10/02/2008 09:07 AM | APRV   |
| 4         | Auditor's Office      | Becky Morales  | 10/02/2008 02:58 PM | APRV   |
| 5         | Court Administrator   | Angela Garcia  | 10/02/2008 02:59 PM | APRV   |

Form Started By: Matilde Faz  
Started On: 10/01/2008 03:20 PM  
Final Approval Date: 10/02/2008

---

**Requisition**  
**COUNTY AUDITOR**

Req # 00140338

PO #

Date: 09/25/08

Bill To: x  
x

Ship To: COUNTY AUDITOR  
2802 SOUTH HIGHWAY 281  
EDINBURG TX 78539

Contact: R. EUFRACIO  
956-318-2511

Vendor: 198102  
DELL SERVICE SALES  
P.O. BOX 22130  
OAKLAND CA 94623

Contract No:

Special Instructions:

*Regular # 11496  
10/1/08*

| QUANTITY | UOM  | DESCRIPTION                                                                                             | UNIT PRICE  | AMOUNT   |
|----------|------|---------------------------------------------------------------------------------------------------------|-------------|----------|
| 9        | EACH | CUSTOMER AGREEMENT #DIR-SDD-192<br>DELL CONTRACT #9913578<br>DELL CUSTOMER #8937178<br>QUOTE #450089096 |             |          |
|          |      | #223-0592 - OPTIPLEX 755 MINITOWERS CORE 2 DUO<br>E6550/2.33GHZ, 4M, VT 133FSB (CC#204-53)              | 1,036.40    | 9,327.60 |
|          |      | Account No _____                                                                                        | Encumbrance |          |
|          |      | 8-1100-415-21-170-001-0-745                                                                             | 9,327.60    |          |
|          |      |                                                                                                         | Freight     | .00      |
|          |      |                                                                                                         | Total       | 9,327.60 |
|          |      | REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233                                                    |             |          |

*DIR*

Authorized By: \_\_\_\_\_



**DELL**Backup  
for  
Reg. #140338**QUOTATION**

QUOTE #: 450089096

Customer #: 8937178

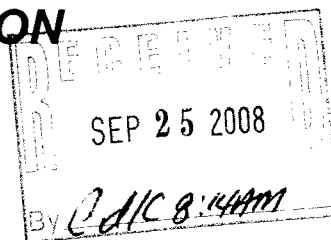
Contract #: 9913578

Customer Agreement #: DIR-SDD-192

Quote Date: 9/17/08

Date: 9/17/08 6:06:00 PM

Customer Name: COUNTY OF HIDALGO



|                      |            |                                |   |
|----------------------|------------|--------------------------------|---|
| TOTAL QUOTE AMOUNT:  | \$9,327.60 |                                |   |
| Product Subtotal:    | \$9,327.60 |                                |   |
| Tax:                 | \$0.00     |                                |   |
| Shipping & Handling: | \$0.00     |                                |   |
| Shipping Method:     | Ground     | Total Number of System Groups: | 1 |

|                             |                                                                                                                                                                                 |                          |                         |
|-----------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|-------------------------|
| GROUP: 1                    | QUANTITY: 9                                                                                                                                                                     | SYSTEM PRICE: \$1,036.40 | GROUP TOTAL: \$9,327.60 |
|                             |                                                                                                                                                                                 |                          |                         |
| Base Unit:                  | OptiPlex 755 Minitower, Core 2 Duo E6550/2.33GHz, 4M, VT 1333FSB (223-0592)                                                                                                     |                          |                         |
| Processor:                  | NTFS File System, Factory Install (420-3699)                                                                                                                                    |                          |                         |
| Memory:                     | 1.0GB, Non-ECC, 667MHz DDR2 1x1GB, OptiPlex 755 (311-7347)                                                                                                                      |                          |                         |
| Keyboard:                   | Dell USB Keyboard, No Hot Keys English, Black, OptiPlex (310-8010)                                                                                                              |                          |                         |
| Monitor:                    | No Monitor Selected, OptiPlex (320-3704)                                                                                                                                        |                          |                         |
| 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:          | 3.5 inch, 1.44MB, Floppy Drive Dell OptiPlex 740, 755 and 330 (341-4005)                                                                                                        |                          |                         |
| Floppy Disk Drive:          | Cable for 3.5IN, 1.44MB Floppy Drive, Dell OptiPlex Minitower (330-0474)                                                                                                        |                          |                         |
| Operating System:           | Windows XP PRO SP2 with Windows Vista Business License Dell OptiPlex, English, Factory Install (420-6972)                                                                       |                          |                         |
| Mouse:                      | Dell USB 2-Button Entry Mouse with Scroll, Black, OptiPlex (310-8008)                                                                                                           |                          |                         |
| TBU:                        | vPro Secure Advanced Hardware Enabled Systems Management Dell OptiPlex (310-9491)                                                                                               |                          |                         |
| CD-ROM or DVD-ROM Drive:    | 16X DVD-ROM SATA, Dell OptiPlex 755 Desktop and Minitower (313-5420)                                                                                                            |                          |                         |
| CD-ROM or DVD-ROM Drive:    | Cyberlink Power DVD 8.0, with Media, Dell OptiPlex (420-8856)                                                                                                                   |                          |                         |
| Speakers:                   | Internal Chassis Speaker Option, Dell OptiPlex Minitower (313-3350)                                                                                                             |                          |                         |
| Documentation Diskette:     | Resource DVD contains Diagnostics and Drivers for Vista Dell OptiPlex (310-8762)                                                                                                |                          |                         |
| Factory Installed Software: | Energy Smart, Energy Star, EIST for OptiPlex (if applicable) (310-9504)                                                                                                         |                          |                         |
| Service:                    | ProSupport for IT: Next Business Day Parts and Labor Onsite Response Initial Year (985-5930)                                                                                    |                          |                         |
| Service:                    | Dell Hardware Limited Warranty Plus Onsite Service Extended Year(s) (989-1568)                                                                                                  |                          |                         |
| Service:                    | ProSupport for IT: 7x24 Technical Support for certified IT Staff, Initial (984-6640)                                                                                            |                          |                         |
| Service:                    | ProSupport for IT: 7x24 Technical Support for certified IT Staff, 2 Year Extended (984-0002)                                                                                    |                          |                         |
| Service:                    | Dell Hardware Limited Warranty Plus Onsite Service Initial Year (989-1567)                                                                                                      |                          |                         |
| Service:                    | ProSupport for IT: Next Business Day Parts and Labor Onsite Response 2 Year Extended (985-0482)                                                                                 |                          |                         |
| Service:                    | Thank you choosing Dell ProSupport. For tech support, visit <a href="http://support.dell.com/ProSupport">http://support.dell.com/ProSupport</a> or call 1-866-516-31 (989-3449) |                          |                         |
| Installation:               | Standard On-Site Installation Declined (900-9987)                                                                                                                               |                          |                         |
| Misc:                       | Shipping Material for System Smith Minitower, Dell OptiPlex (310-9330)                                                                                                          |                          |                         |
|                             | Vista Basic Downgrade Relationship Desktop (310-9162)                                                                                                                           |                          |                         |

|  |                                                                            |
|--|----------------------------------------------------------------------------|
|  | You have chosen a vPro System (310-9490)                                   |
|  | Microsoft Office Professional for Latitude, OptiPlex, Precision (420-6712) |
|  |                                                                            |

|                |                             |            |                |
|----------------|-----------------------------|------------|----------------|
| SALES REP:     | Tiffany Washington          | PHONE:     | 1-800-576-6038 |
| Email Address: | tiffany_washington@dell.com | Phone Ext: | 7241768        |

For your convenience, your sales representative, quote number and customer number have been included to provide you with faster service when you are ready to place your order. Orders may be faxed to the attention of your sales representative to 1-866-607-6914. You may also place your order online at [www.dell.com/qto](http://www.dell.com/qto)

This quote is subject to the terms of the agreement signed by you and Dell, or absent such agreement, to Dell's Terms of Sale.

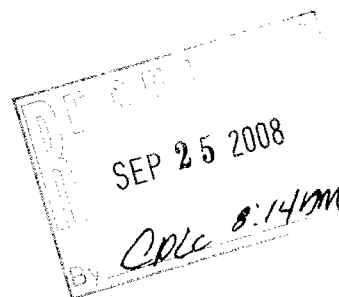
Prices and tax rates are valid in the U.S. only and are subject to change.

**\*\*Sales/use tax is a destination charge, i.e. based on the "ship to" address on your purchase order. Please indicate your taxability status on your PO. If exempt, please fax exemption certificate to Dell Tax Department at 888-863-8778, referencing your customer number. If you have any questions regarding tax please call 800-433-9019 or email [Tax\\_Department@dell.com](mailto:Tax_Department@dell.com). \*\***

All product and pricing information is based on latest information available. Subject to change without notice or obligation.

LCD panels in Dell products contain mercury, please dispose properly. Please contact Dell Financial Services' Asset Recovery Services group for EPA compliant disposal options at [US\\_Dell\\_ARS\\_Requests@dell.com](mailto:US_Dell_ARS_Requests@dell.com). Minimum quantities may apply.

Shipments to California: For certain products, a State Environmental Fee Of Up to \$10 per item may be applied to your invoice as early as Jan 1, 2005. Prices in your cart do not reflect this fee. More Info: or refer to URL [www.dell.com/environmentalfee](http://www.dell.com/environmentalfee)



**AI-11534**

**20.A.**

**2008 Inter-Transfer from Countywide Contingency to Planning Dept.  
(1100)**

**CC REGULAR**

Date: 10/07/2008

Submitted By: Dale Kennan, BUDGET & MANAGEMENT

Submitted For: Planning Dept (1100)

Department: BUDGET & MANAGEMENT

Agenda Area: Budget and Management

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Information

**CAPTION**

Planning Dept:

Approval of 2008 interdepartmental transfer from Countywide Administration -  
Contingency to Planning Dept. (1100) in the amount of \$4,634.15.

**BACKGROUND**

To fund future purchase of surveying equipment.

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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 County Wide Admin-Contingency to 8-1100-419-10-210-001-0-748 in the amounts  
of \$4,634.15.

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Attachments

Link: [transfer](#)

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Form Routing/Status

| Route Seq | Inbox               | Approved By    | Date                | Status |
|-----------|---------------------|----------------|---------------------|--------|
| 1         | Budget & Management | Veronica Lopez | 10/02/2008 11:20 AM | APRV   |
| 2         | Ivan Cantu          | Ivan Cantu     | 10/02/2008 01:06 PM | APRV   |
| 3         | Auditor's Office    | Becky Morales  | 10/02/2008 02:55 PM | APRV   |
| 4         | Court Administrator | Angela Garcia  | 10/02/2008 02:59 PM | APRV   |
| 7         | Manuel Chapa        | Manuel Chapa   | 10/03/2008 04:14 PM | APRV   |

Form Started By: Dale Kennan  
Started On: 10/02/2008 10:28 AM

Final Approval Date: 10/03/2008

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# 2008 Transfer



**DEPARTMENT NAME:** Department of Budget & Management for  
Planning Department (1100)

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

Honorable Commissioners' Court of Hidalgo County:

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

| ACCOUNT NUMBER                          | ACCOUNT NAME                  | INCREASE (DECREASE)<br>AMOUNT |
|-----------------------------------------|-------------------------------|-------------------------------|
| 8-1100-415-00-115-002-0-899             | CO WIDE ADM-CONTINGENCY       | (4,634.15)                    |
|                                         |                               |                               |
| 8-1100-419-10-210-001-0-748             | PLANNING DEPT-OTHER EQUIPMENT | \$4,634.15                    |
|                                         |                               |                               |
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|                                         |                               |                               |
| <b>TOTAL BUDGET INCREASE (DECREASE)</b> |                               | <b>0.00</b>                   |

**Transfer from CO WIDE ADM-CONTINGENCY to PLANNING DEPT-COMPUTER EQUIPMENT to fund future purchase of surveying equipment.**

**AI-11541**

**20.B.**

**Interdept transfer from Countywide Contingency to Humane Society (1100)**

**CC REGULAR**

**Date:** 10/07/2008

**Submitted By:** Ivan Cantu, BUDGET & MANAGEMENT

**Submitted For:** Valde Guerra

**Department:** BUDGET & MANAGEMENT

**Agenda Area:** Budget and Management

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**Information**

**CAPTION**

Humane Society:

Approval of interdepartmental transfer from Countywide Administration - Contingency to Humane Society - Contractual Services (1100) in the amount of \$50,000.00

**BACKGROUND**

To fund increase in contract amount with Palm Valley Animal Center as approved by CC on 9-30-08 (refer to AI 11400, 19.A.7.).

P.O. 597166 to be liquidated

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**Fiscal Impact**

**FISCAL YEAR:** 2008

**ACCT. #:** 8-1100-4XX-00-115-0XX-0-XXX

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

**MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

8-1100-415-00-115-002-0-899 --> 8-1100-461-00-115-038-0-350 \$133,333.32; funds available as of 10-2-08.

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**Attachments**

Link: Humane Society transfer

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**Form Routing/Status**

| Route Seq | Inbox                   | Approved By    | Date                | Status |
|-----------|-------------------------|----------------|---------------------|--------|
| 1         | Ivan Cantu (Originator) | Ivan Cantu     | 10/02/2008 11:46 AM | APRV   |
| 2         | Budget & Management     | Veronica Lopez | 10/02/2008 01:18 PM | APRV   |
| 3         | Veronica Lopez          | Veronica Lopez | 10/02/2008 02:33 PM | APRV   |
| 4         | Auditor's Office        | Becky Morales  | 10/02/2008 03:15 PM | APRV   |
| 5         | Purchasing Department   | Marty Salazar  | 10/02/2008 05:03 PM | APRV   |
| 6         | Court Administrator     | Angela Garcia  | 10/03/2008 07:56 AM | APRV   |

Form Started By: Ivan Cantu

Started On: 10/02/2008 11:15 AM

Final Approval Date: 10/03/2008

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**DATE:**    October 2, 2008

**DEPARTMENT HEAD:** Valde Guerra

# 2008

## Transfer



**DEPARTMENT NAME:** Dept of Budget & Mgmt for Humane Society

**ACCOUNT NUMBER:** 8-1100-4XX-00-1XX-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.

| <b>INCREASE/DECREASE<br/>ACCOUNT NUMBER</b> |     | <b>ACCOUNT (OBJECT)<br/>NAME</b>     | <b>AMOUNT</b> |
|---------------------------------------------|-----|--------------------------------------|---------------|
|                                             |     |                                      |               |
| <b>FROM</b>                                 |     |                                      |               |
| 8-1100-415-00-115-002-0-                    | 899 | CO. WIDE ADM. CONTINGENCY            | (50,000.00)   |
|                                             |     |                                      |               |
| <b>TO</b>                                   |     |                                      |               |
| 8-1100-461-00-115-038-0-                    | 350 | HUMANE SOCIETY- CONTRACTUAL SERVICES | 50,000.00     |
|                                             |     |                                      |               |
|                                             |     |                                      |               |
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|                                             |     |                                      |               |
| <b>TOTAL BUDGET INCREASE (DECREASE)</b>     |     |                                      | <b>0.00</b>   |

**REASON: To fund increase in contract amount with Palm Valley Animal Center as approved by CC on 9-30-08, refer to AI 11400, 19.A.7. For the months of Oct.-Dec.**

**SIGNATURE**

**COMMISSIONERS COURT**

DATE \_\_\_\_\_

**ATTEST, COUNTY CLERK**

**AI-11540**

**20.C.**

**Interfund transfer from Countywide Contingency (1100) to Court Reporter Fund (1239)**

**CC REGULAR**

**Date:** 10/07/2008

**Submitted By:** Ivan Cantu, BUDGET & MANAGEMENT

**Submitted For:** Valde Guerra

**Department:** BUDGET & MANAGEMENT

**Agenda Area:** Budget and Management

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**Information**

**CAPTION**

Court Reporter Fund (1239):

Approval of interfund transfer from Countywide Administration - Contingency (1100) to Court Reporter (1239) in the amount of \$70,000.00.

**BACKGROUND**

To fund pending court reporter invoices.

Transfer breakdown:

Object Code 339 "Other Professional Services" \$50,000.00

Object Code 831 "Court Costs & Investigation" \$20,000.00

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**Fiscal Impact**

**FISCAL YEAR:** 2008

**ACCT. #:** 8-1XXX-XXX-00-XXX-0XX-0-XXX

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

**MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

8-1100-415-00-115-002-0-899 --> 8-1239-412-00-115-043-0-339 & 831 \$50,0000.00 & 20,000.00, respectively; funds available as of 10-2-08.

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**Attachments**

Link: Court Reporter Interfund transfer

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**Form Routing/Status**

| Route | Seq | Inbox                   | Approved By    | Date                | Status |
|-------|-----|-------------------------|----------------|---------------------|--------|
| 1     |     | Ivan Cantu (Originator) | Ivan Cantu     | 10/02/2008 11:33 AM | APRV   |
| 2     |     | Budget & Management     | Veronica Lopez | 10/02/2008 11:41 AM | APRV   |
| 3     |     | Veronica Lopez          | Veronica Lopez | 10/02/2008 01:45 PM | APRV   |
| 4     |     | Auditor's Office        | Becky Morales  | 10/02/2008 03:19 PM | APRV   |
| 5     |     | Purchasing Department   | Marty Salazar  | 10/02/2008 05:02 PM | APRV   |
| 6     |     | Court Administrator     | Angela Garcia  | 10/03/2008 07:56 AM | APRV   |



Form Started By: Ivan Cantu

Started On: 10/02/2008 11:06  
AM

Final Approval Date: 10/03/2008

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**AI-11495**

**20.D.**

**changes to DOT Drug Testing Guidelines  
CC REGULAR**

**Date:** 10/07/2008  
**Submitted By:** Rosie Luna, SAFETY DIVISION  
**Submitted For:** Roy Quintanilha  
**Department:** SAFETY DIVISION  
**Agenda Area:** Budget and Management

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**Information**

**CAPTION**

Safety Division:  
Discussion and possible action on changes to Department of Transportation Drug Testing Guidelines in reference to the direct observation rule for CDL Drivers.

**BACKGROUND**

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**Fiscal Impact**

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**Attachments**

Link: DOT

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**Form Routing/Status**

| Route Seq | Inbox               | Approved By        | Date                | Status |
|-----------|---------------------|--------------------|---------------------|--------|
| 1         | Budget & Management | Veronica Lopez     | 10/02/2008 01:17 PM | APRV   |
| 2         | Damaris San Miguel  | Damaris San Miguel | 10/03/2008 02:33 PM | APRV   |
| 3         | Auditor's Office    |                    | 10/03/2008 05:27 PM | NEW    |

Form Started By: Rosie Luna  
Started On: 10/01/2008 03:18 PM  
Final Approval Date: 10/03/2008

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Website: [www.atlashall.com](http://www.atlashall.com)

E-mail: [info@atlashall.com](mailto:info@atlashall.com)

**ATLAS & HALL, L.L.P.**

ATTORNEYS AT LAW

P.O. BOX 3726 (78502-3725)

818 W. PECAN

MCALLEN, TEXAS 78501

TEL. (956) 682-5501 FAX (956) 686-6109

STARR COUNTY OFFICE

200 N. BRITTON AVE.

RIO GRANDE CITY, TEXAS 78582

TEL. (956) 488-1896

FAX (956) 488-0482

October 1, 2008

Roy Quintanilha  
Safety Director for Hidalgo County  
Risk Management Department  
100 E. Cano, Suite 103  
Edinburg, Texas 78539

Via Facsimile (956) 318-2658

RE: Changes to DOT Urine Specimen Collection and Testing

Dear Mr. Quintanilha:

The Department of Transportation has issued a final rule making change to 49 CFR Part 40. The changes require direct observation of Return-to-Duty or Follow-Up test. Effective August 25, 2008 every DOT Return-to-Duty or Follow-Up test collection is to be conducted under direct observation.

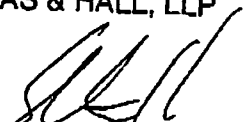
Direct observation means the donor must raise his/her shirt or blouse above the waist; just below the navel, lower clothing and underpants to mid thigh; and turn around, to show the observer that the donor does not have a prosthetic devise.

If you have any questions, please do not hesitate to call.

Very truly yours,

ATLAS & HALL, LLP

By:

  
Stephen L. Crain

SLC/mt

HIDALGO COUNTY  
DBM SAFETY DIVISION  
2008 OCT 1 PM 2 43

**EFFECTIVE  
AUGUST 25, 2008**

# Foley Services, Inc.

Your Single Source for DOT Compliance



## **NEW MANDATED CHANGES TO DOT URINE SPECIMEN COLLECTION AND TESTING**

ODAPC issued a final ruling making changes to 49 CFR Part 40. These mandated changes include new procedures that have a direct impact on you, as a trained collector.

### **All DOT Follow-up and Return-to-Duty tests are to be conducted under direct observation.**

- 1) Previously, it was the *employer's choice* as to whether to conduct a DOT required Return-to-Duty or Follow-Up test under direct observation. Effective August 25, 2008, every **DOT Return-to-Duty or Follow-Up** test collection you perform is to be conducted under direct observation.

### ***Changes to Direct Observation Collection Procedure***

- Effective August 25th, the following procedure is to be used when conducting an observed collection. If you are using an observer, because you are not the same gender as the donor, you must inform both the donor and the observer of this procedure.
- The donor is to:
  - Raise his/her shirt, blouse, or dress/skirt, as appropriate, above the waist, just above the navel;
  - Lower clothing and underpants to mid-thigh;
  - Turn around, to show the observer that the donor does not have a prosthetic device.
- After the observer has determined that the donor does not have such a device, the observer may permit the donor to return clothing to its proper position and then conduct the observed collection.

## **NEWLY DEFINED REFUSAL-TO-TEST SITUATIONS**

### ***Failure to wash hands before providing the specimen will now be a Refusal to Test***

- 40.191 (a)(8) identifies that the failure to cooperate with any part of the testing process is a Refusal to Test. They added: ***"fail to wash hands after being directed to do so by the collector"***.
  - Once you have directed the donor to wash his/her hands before providing his/her specimen, should the donor refuse to do so, you are to inform the donor of the requirement. If he/she still refuses you will stop the collection, note this specific failure to cooperate on the CCF and inform the DER.

### ***Donor admission of adulteration / substitution***

- Should the donor admit to you, as the collector, that he/she adulterated or substituted his/her specimen that is now a Refusal to Test.
  - Example: You believe the specimen shows signs of tampering and you explain to the donor that he/she will need to undergo another collection under direct observation. The donor then admits that he/she adulterated the specimen. The collection process will stop, you will document the situation and the donor's admission on the CCF and contact the DER.

**FOR MORE INFORMATION:** If you'd like more information on all of the requirements, please visit our website, [www.FoleyServices.com](http://www.FoleyServices.com).

# DOT Direct Observation Collection Procedures

(Direct observation collections are only done when needed. Not every DOT collection is observed.)

The observer in a directly observed DOT urine specimen collection must be the same gender as the donor. There are no exceptions, not even for trained medical professionals, such as doctors or nurses.

During a directly observed collection if you discover a device that would allow the donor to cheat on a drug test, stop the collection immediately and report the refusal-to-test situation to the donor's DER.

## A Step-by-Step Guide to Conducting Directly Observed Collections

1

Explain the collection procedure to the donor, and the reason for the directly observed collection.

2

If you are the same gender as the donor, you may act as both collector and observer during the collection. If not, you will need to use an observer.

### When using an Observer...

Arrange for an individual of the same gender to act as the observer. If you are unable to arrange for an observer, contact the Employer and ask the DER to provide an individual of the same gender to assist by performing the observation.

3

Check the (Observed) box on the CCF and enter the reason for the directly observed collection on the (Remarks) line.

Include the name of the observer on the (Remarks) line.

4

If you are acting as both observer and collector, enter the urination room or stall with the donor.

Explain the direct observation procedure to the collector and observer. Only the donor and observer will enter the urination room together. Tell the donor to provide the specimen to you — not the observer.

5

Once inside the urination room, the donor must lower his or her pants and underpants to mid-thigh, and raise his or her shirt/blouse/skirt to the navel, as appropriate, and turn completely around so that the observer can ensure that the donor does not have a prosthetic or other device that could be used to cheat on the drug test.

6

The donor may then return his or her clothing to the proper position and proceed with the observed urination. The observer is to watch the urine go from the donor's body into the collection container.

7

The donor hands the urine specimen to you, the collector.

The observer watches the donor hand the specimen to you, completing his or her participation in the collection.

8

Follow the remaining steps of the collection process.

### A Direct Observation Collection is Required When:

- ▶ You see signs of specimen tampering.
- ▶ The donor provides a specimen outside the observation range of 0.1 to 100. Fahrenheit.
- ▶ The donor is there for a DOT Return-to-Duty or Follow-Up test.
- ▶ The donor's employer has requested it.



**FOLEY SERVICES, INC.**

*Your Single Source for DOT Compliance*

## ODAPC Announcement

On June 25, 2008, the Department issued new rules improving protections against cheating on drug tests, including the mandatory use of specimen validity testing for all DOT specimens. Recently, the Department has received petitions from some transportation labor and management organizations asking that the August 25, 2008, effective date be postponed for two provisions of the rule concerning the direct observation of urine collections.

**Provision 1:** The first of the two provisions would make direct observation mandatory in all follow-up and return-to-duty collections. Direct observation is currently authorized, but not required, in these circumstances.

Because the notice of proposed rulemaking for the June 25, 2008, final rule had not specifically asked for comment on this provision, the Department has decided to hold a 30-day comment period on this provision. To allow for the comment period and the Department's response, the effective date of mandatory direct observation for follow-up and return-to-duty testing provision has been changed to November 1, 2008.

**Provision 2:** The second provision would require observers in all direct observation collections to check employees for the presence of prosthetic and other devices used to cheat on tests, by having employees raise and lower their clothing. The effective date of this provision will remain August 25, 2008.

The Department emphasizes that the new direct observation procedure will apply only to direct observation tests authorized or required by the current 49 CFR Part 40, and the rules going into effect on August 25 will not result in any increase in the situations in which direct observation is used. Direct observation occurs in only a very small percentage of DOT test situations, where there is a heightened risk of an attempt to cheat.

The Department's Notice was published in the Federal Register today, August 26, 2008, and is on the ODAPC Website at:

**<http://www.dot.gov/ost/dapc/frpubs.html>**

**We want all interested parties to realize that the single change in the effective date affects ONLY 40.67(b) – mandatory direct observation for follow-up and return-to-duty testing. The rest of the June 25, 2008, final rule goes into effect on August 25, 2008, as scheduled.**

Thank you.

Jim L. Swart  
Director  
Office of Drug and Alcohol Policy and Compliance  
U.S. Department of Transportation  
August 26, 2008

technical standards (e.g., specifications of materials, performance, design, or operation; test methods; sampling procedures; and related management systems practices) that are developed or adopted by voluntary consensus standards bodies. This rule does not use technical standards. Therefore, we did not consider the use of voluntary consensus standards.

#### L. Environment

We have analyzed this rule under Commandant Instruction M16475.ID and Department of Homeland Security Management Directive 5100.1, which guides the Coast Guard in complying with the National Environmental Policy Act of 1969 (NEPA) (42 U.S.C. 4321–4370f), and have concluded that there are no factors in this case that would limit the use of a categorical exclusion under section 2.B.2 of the Instruction. Therefore, this rule is categorically excluded, under figure 2–1, paragraphs (34)(a) and (b) of the Instruction, from further environmental documentation because this rule involves editorial, procedural, and internal agency functions. A final “Environmental Analysis Check List” and a final “Categorical Exclusion Determination” are available in the docket where indicated under ADDRESSES.

#### List of Subjects in 46 CFR Part 31

Cargo vessels, Marine safety, Reporting and recordkeeping requirements.

■ For the reasons discussed in the preamble, the Coast Guard amends 46 CFR part 31 as follows:

#### PART 31—INSPECTION AND CERTIFICATION

■ 1. The authority citation for part 31 continues to read as follows:

**Authority:** 33 U.S.C. 1321(j); 46 U.S.C. 2103, 3205, 3306, 3307, 3703; 46 U.S.C. Chapter 701; 49 U.S.C. 5103, 5106; E.O. 12234, 45 FR 58801, 3 CFR, 1980 Comp., p. 277; E.O. 12777, 56 FR 54757, 3 CFR, 1991 Comp., p. 351; Department of Homeland Security Delegation No. 0170.1. Section 31.10–21 also issued under the authority of Sect. 4109, Pub. L. 101–380, 104 Stat. 515.

■ 2. In § 31.10–16, revise paragraph (e) to read as follows:

**§ 31.10–16 Inspection and certification of cargo gear-TB/ALL.**

(e) The authorization for organizations to perform the required inspection is granted by the Chief, Office of Vessel Activities, Commandant (CG–543), and will continue until superseded, canceled, or modified. The following organizations are currently recognized

by the Commandant (CG–543) as having the technical competence to handle the required inspection:

(1) National Cargo Bureau, Inc., with home offices at 17 Battery Place, Suite 1232, New York, NY 10004.

(2) The International Cargo Gear Bureau, Inc., with home office at 321 West 44th Street, New York, NY 10036.

Dated: June 19, 2008.

Stefan G. Venckus,  
Chief, Office of Regulations and  
Administrative Law, United States Coast  
Guard.

[FR Doc. E8–14293 Filed 6–24–08; 8:45 am]  
BILLING CODE 4910–15-P

## DEPARTMENT OF TRANSPORTATION

### Office of the Secretary

#### 49 CFR Part 40

[Docket No. OST–2003–15245]

RIN 2105–AD55

#### Procedures for Transportation Workplace Drug and Alcohol Testing Programs

AGENCY: Office of the Secretary, DOT.

ACTION: Final rule.

**SUMMARY:** The Department of Transportation is amending certain provisions of its drug and alcohol testing procedures to change instructions to collectors, laboratories, medical review officers, and employers regarding adulterated, substituted, diluted, and invalid urine specimen results. These changes are intended to create consistency with specimen validity requirements established by the U.S. Department of Health and Human Services and to clarify and integrate some measures taken in two of our own Interim Final Rules. This Final Rule makes specimen validity testing mandatory within the regulated transportation industries.

**DATES:** This rule is effective August 25, 2008.

**FOR FURTHER INFORMATION CONTACT:** Jim L. Swart, Acting Director (S–1), U.S. Department of Transportation, Office of Drug and Alcohol Policy and Compliance, 1200 New Jersey Avenue, SE., Washington, DC 20590; telephone number (202) 366–3784 (voice), (202) 366–3897 (fax), or [jim.swart@dot.gov](mailto:jim.swart@dot.gov) (e-mail).

#### SUPPLEMENTARY INFORMATION:

##### Background

The Omnibus Transportation Employee Testing Act of 1991, 49 U.S.C.

31300, *et seq.*, 49 U.S.C. 20100, *et seq.*, 49 U.S.C. 5330, *et seq.*, and 49 U.S.C. 45100, *et seq.* (the Omnibus Act), requires the U.S. Department of Transportation (DOT) to use the laboratories certified by, and testing procedures of, the U.S. Department of Health and Human Services (HHS) to ensure “the complete reliability and accuracy of controlled substances tests.” Since Congress specifically limited the scientific testing methodology upon which the DOT can rely in making its drug and alcohol testing regulations, we follow the HHS scientific and technical guidelines, including the amendments to their Mandatory Guidelines.

In its final rule of December 2000 [65 FR 79526], the U.S. Department of Transportation (DOT) made specimen validity testing (SVT) mandatory for the transportation industry contingent upon the HHS publishing its Mandatory Guidelines on SVT. DOT anticipated that HHS would, sometime in 2001, amend its Mandatory Guidelines to establish SVT requirements for HHS-certified laboratories. When it appeared that HHS would not establish final SVT requirements in 2001, we amended 49 CFR part 40 (part 40) to remove the mandatory requirement. We believed it advisable to wait until HHS completed its amendment before making SVT mandatory throughout the transportation industries for all DOT specimens.

On August 9, 2001, the DOT amended part 40 [66 FR 41952] to remove the mandatory requirement because HHS had not finalized its Mandatory Guidelines regarding SVT. SVT would remain authorized but not required.

The DOT issued a May 28, 2003 interim final rule (2003 IFR) [68 FR 31626] in response to scientific and medical information suggesting we modify testing criteria for some specimens that had been considered to be substituted and ultimately were treated as refusals to test. The 2003 IFR modified how the medical review officer (MRO) would deal with any substituted result with creatinine concentrations equal to or greater than 2, but less than or equal to 5 mg/dL [hereafter, “2–5 mg/dL range”]. It did not change the HHS substitution criteria that we had used.

On April 13, 2004, the HHS published a Federal Register notice revising its Mandatory Guidelines [69 FR 19644] with an effective date of November 1, 2004. Among the revisions contained in the HHS Mandatory Guidelines were requirements that laboratories modify substituted and diluted specimen testing procedures and reporting criteria. The HHS also revised



**Dilute specimen.** A urine specimen with creatinine and specific gravity values that are lower than expected for human urine.

**Initial drug test** (also known as a Screening drug test). An immunoassay test to eliminate "negative" urine specimens from further consideration and to identify the presumptively positive specimens that require confirmation or further testing.

**Initial validity test.** The first test used to determine if a urine specimen is adulterated, diluted, or substituted.

**Invalid result.** The result reported by a laboratory for a urine specimen that contains an unidentified adulterant, contains an unidentified interfering substance, has an abnormal physical characteristic, or has an endogenous substance at an abnormal concentration that prevents the laboratory from completing testing or obtaining a valid drug test result.

**Limit of Detection (LOD).** The lowest concentration at which an analyte can be reliably shown to be present under defined conditions.

**Non-negative specimen.** A urine specimen that is reported as adulterated, substituted, positive (for drug(s) or drug metabolite(s)), and/or invalid.

**Oxidizing adulterant.** A substance that acts alone or in combination with other substances to oxidize drugs or drug metabolites to prevent the detection of the drug or drug metabolites, or affects the reagents in either the initial or confirmatory drug test.

**Screening drug test.** See Initial drug test definition above.

**Substituted specimen.** A urine specimen with creatinine and specific gravity values that are so diminished or so divergent that they are not consistent with normal human urine.

■ 4. Section 40.23 is amended by revising paragraph (f) introductory text and adding paragraph (f)(5), to read as follows:

**§ 40.23 What actions do employers take after receiving verified test results?**

(f) As an employer who receives a drug test result indicating that the employee's urine specimen test was cancelled because it was invalid and

that a second collection must take place under direct observation—

(5) You must ensure that the collector conducts the collection under direct observation.

■ 5. Section 40.67 is amended by revising paragraph b); redesignating paragraphs (i), (j), (k), (l), and (m) as (j), (k), (l), (m), and (n) respectively, and adding a new paragraph (i) to read as follows:

**§ 40.67 When and how is a directly observed collection conducted?**

(b) As an employer, you must direct a collection under direct observation of an employee if the drug test is a return-to-duty test or a follow-up test.

(i) As the observer, you must request the employee to raise his or her shirt, blouse, or dress/skirt, as appropriate, above the waist; and lower clothing and underpants to show you, by turning around, that they do not have a prosthetic device. After you have determined that the employee does not have such a device, you may permit the employee to return clothing to its proper position for observed urination.

■ 6. Section 40.83 is amended by revising paragraph (g)(2) to read as follows:

**§ 40.83 How do laboratories process incoming specimens?**

(g) \* \* \*

(2) If the problem(s) is not corrected, you must reject the test and report the result in accordance with § 40.97(a)(3).

■ 7–8. Section 40.89 is amended by revising paragraph (b) to read as follows:

**§ 40.89 What is validity testing, and are laboratories required to conduct it?**

(b) As a laboratory, you must conduct validity testing.

■ 9. Section 40.95 is revised to read as follows:

**§ 40.95 What are the adulterant cutoff concentrations for initial and confirmation tests?**

(a) As a laboratory, you must use the cutoff concentrations for the initial and confirmation adulterant testing as required by the HHS Mandatory Guidelines and you must use two separate aliquots—one for the initial test and another for the confirmation test.

(b) As a laboratory, you must report results at or above the cutoffs (or for pH,

at or above or below the values, as appropriate) as adulterated and provide the numerical value that supports the adulterated result.

■ 10. A new section 40.96 is added to read as follows:

**§ 40.96 What criteria do laboratories use to establish that a specimen is invalid?**

(a) As a laboratory, you must use the invalid test result criteria for the initial and confirmation testing as required by the HHS Mandatory Guidelines, and you must use two separate aliquots—one for the initial test and another for the confirmation test.

(b) As a laboratory, for a specimen having an invalid result for one of the reasons outlined in the HHS Mandatory Guidelines, you must contact the MRO to discuss whether sending the specimen to another HHS certified laboratory for testing would be useful in being able to report a positive or adulterated result.

(c) As a laboratory, you must report invalid results in accordance with the invalid test result criteria as required by the HHS Guidelines and provide the numerical value that supports the invalid result, where appropriate, such as pH.

(d) As a laboratory, you must report the reason a test result is invalid.

11. Section 40.97 is amended by adding the words, "and Rejected for Testing" between "Non-negative" and "results" in paragraph (b)(2) and by revising paragraph (a) to read as follows:

**§ 40.97 What do laboratories report and how do they report it?**

(a) As a laboratory, you must report the results for each primary specimen. The result of a primary specimen will fall into one of the following three categories. However, as a laboratory, you must report the actual results (and not the categories):

(1) Category 1: Negative Results. As a laboratory, when you find a specimen to be negative, you must report the test result as being one of the following, as appropriate:

(i) Negative, or

(ii) Negative-dilute, with numerical values for creatinine and specific gravity.

(2) Category 2: Non-negative Results. As a laboratory, when you find a specimen to be non-negative, you must report the test result as being one or more of the following, as appropriate:

(i) Positive, with drug(s)/metabolite(s) noted;

(ii) Positive-dilute, with drug(s)/metabolite(s) noted, with numerical values for creatinine and specific gravity;

■ 6. Section 1.1156 is revised to read as follows:

**§ 1.1156 Schedule of regulatory fees and filing locations for international services.**

|                                                                             | Fee amount | Address                                                         |
|-----------------------------------------------------------------------------|------------|-----------------------------------------------------------------|
| <b>Radio Facilities:</b>                                                    |            |                                                                 |
| 1. International (HF) Broadcast .....                                       | \$860      | FCC, International, P.O. Box 979084, St. Louis, MO 63197-9000.  |
| 2. International Public Fixed .....                                         | 2,025      | FCC, International, P.O. Box 979084, St. Louis, MO 63197-9000.  |
| <b>Space Stations (Geostationary Orbit) .....</b>                           | 119,300    | FCC, Space Stations, P.O. Box 979084, St. Louis, MO 63197-9000. |
| <b>Space Stations (Non-Geostationary Orbit) .....</b>                       | 125,750    | FCC, Space Stations, P.O. Box 979084, St. Louis, MO 63197-9000. |
| <b>Earth Stations:</b>                                                      |            |                                                                 |
| Transmit/Receive & Transmit Only (per authorization or registration) .....  | 195        | FCC, Earth Station, P.O. Box 979084, St. Louis, MO 63197-9000.  |
| <b>Carriers:</b>                                                            |            |                                                                 |
| International Bearer Circuits (per active 64KB circuit or equivalent) ..... | .93        | FCC, International, P.O. Box 979084, St. Louis, MO 63197-9000.  |

Federal Communications Commission.

**Marlene Dortch,**  
Secretary.

[FR Doc. E8-19899 Filed 8-25-08; 8:45 am]

BILLING CODE 6712-01-P

**FEDERAL COMMUNICATIONS COMMISSION**

**47 CFR Part 73**

[DA 08-1714; MB Docket No. 07-183; RM-11394]

**Radio Broadcasting Services; Cotulla and Dilley, TX**

**AGENCY:** Federal Communications Commission.

**ACTION:** Final rule.

**SUMMARY:** The Audio Division grants a Petition for Rule Making issued at the request of Katherine Pyeatt, proposing the allotment of Channel 291A at Dilley, Texas, as its fourth local FM aural transmission service. The reference coordinates for vacant Channel 291A at Dilley are 28-36-06 NL and 99-06-21 WL. This site is located 9.6 kilometers (6 miles) southeast of Dilley. This site is located within 320 kilometers of the Mexican border. Although concurrence has been requested for Channel 291A at Dilley, notification has not been received. If a construction permit is granted prior to the receipt of formal concurrence in the allotment by the Mexican government, the construction permit will include the following condition: "Operation with the facilities specified for Dilley herein is subject to modification, suspension or, termination without right to hearing, if found by the Commission to be necessary in order to conform to the 1992 USA-Mexico FM Broadcast Agreement."

Additionally, the new reference coordinates for vacant Channel 289A at Cotulla, Texas are modified to 28-22-00 NL and 99-17-00 WL. This site is located 9.1 kilometers (5.7 miles) southwest of Cotulla. This site is located within 320 kilometers of the Mexican border. Although concurrence has been requested for Channel 289A at Cotulla, notification has not been received. If a construction permit is granted prior to the receipt of formal concurrence in the allotment by the Mexican government, the construction permit will include the following condition: "Operation with the facilities specified for Cotulla herein is subject to modification, suspension or, termination without right to hearing, if found by the Commission to be necessary in order to conform to the 1992 USA-Mexico FM Broadcast Agreement."

**DATES:** Effective September 8, 2008.

**ADDRESSES:** Secretary, Federal Communications Commission, 445 Twelfth Street, SW., Washington, DC 20554.

**FOR FURTHER INFORMATION CONTACT:** Rolanda F. Smith, Media Bureau, (202) 418-2180.

**SUPPLEMENTARY INFORMATION:** This is a summary of the Commission's *Report and Order*, MB Docket No. 07-183, adopted July 23, 2008, and released July 25, 2008. The *Notice of Proposed Rule Making* proposed the allotment of Channel 291A at Dilley, Texas. See 72 FR 59510, published October 22, 2007. The full text of this Commission decision is available for inspection and copying during normal business hours in the Commission's Reference Information Center, 445 Twelfth Street, SW., Washington, DC 20554. The complete text of this decision may also be purchased from the Commission's duplicating contractor, Best Copy and

Printing, Inc., 445 12th Street, SW., Room CY-B402, Washington, DC 20554, telephone 1-800-378-3160 or <http://www.BCPIWEB.com>. The Commission will send a copy of this Report and Order in a report to be sent to Congress and the Government Accountability Office pursuant to the Congressional Review Act, see 5 U.S.C. 801(a)(1)(A).

**List of Subjects in 47 CFR Part 73**

Radio, Radio broadcasting:

■ As stated in the preamble, the Federal Communications Commission amends 47 CFR Part 73 as follows:

**PART 73—RADIO BROADCAST SERVICES**

■ 1. The authority citation for part 73 continues to read as follows:

Authority: 47 U.S.C. 154, 303, 334, 336.

**§ 73.202 [Amended]**

■ 2. Section 73.202(b), the Table of FM Allotments under Texas, is amended by adding Channel 291A at Dilley.

Federal Communications Commission.

**Robert A. Haynes,**  
Senior Attorney.

[FR Doc. E8-19544 Filed 8-25-08; 8:45 am]

BILLING CODE 6712-01-P

**DEPARTMENT OF TRANSPORTATION**

Office of the Secretary

**49 CFR Part 40**

[Docket OST-2003-15245]

RIN 2105-AD55

**Procedures for Transportation Workplace Drug Testing Programs**

**AGENCY:** Office of the Secretary, DOT.

**ACTION:** Change in effective date; request for comments.

**SUMMARY:** In response to petitions from certain transportation industry and labor groups, the Department of Transportation is changing the effective date of 49 CFR 40.67(b) from August 25, 2008, to November 1, 2008. The Department is also requesting comments concerning the content of § 40.67(b) for 30 days. This section of the Department's drug testing procedural rule requires employers to ensure that all follow-up and return-to-duty drug tests are directly observed.

**DATES:** The effective date of the revision of 49 CFR 40.67(b) published June 25, 2008 (73 FR 35970) is delayed from August 25, 2008, to November 1, 2008. Comments should be submitted by September 25, 2008.

**ADDRESSES:** You may submit comments identified by the docket number (OST-2003-15245) by any of the following methods:

- **Federal eRulemaking Portal:** Go to <http://www.regulations.gov>. Follow the online instructions for submitting comments.
- **Fax:** 1-202-493-2251.
- **Mail:** Docket Operations, U.S. Department of Transportation, West Building, Ground Floor, Room W12-140, Routing Symbol M-30, 1200 New Jersey Avenue, SE., Washington, DC 20590.
- **Hand Delivery:** To Docket Operations, Room W12-140 on the ground floor of the West Building, 1200 New Jersey Avenue, SE., Washington, DC 20590, between 9 a.m. and 5 p.m., Monday through Friday, except Federal Holidays.

**Instructions:** Identify the agency and docket number (OST-2003-15245) at the beginning of your submission. Except for comments that receive confidential treatment, all comments received will be posted without change to the Federal Docket Management System (FDMS), including any personal information provided. Detailed instructions for requesting confidential treatment are provided below, under the Privacy Act heading.

**Docket:** For access to the dockets to read background documents or comments received, go to <http://www.regulations.gov> or DOT's Docket Operations Office (see ADDRESSES).

**Privacy Act:** Anyone is able to search the electronic form of any written communications and comments received into any of our dockets by the name of the individual submitting the document (or signing the document, if submitted on behalf of an association, business, labor union, etc.). You may

review DOT's complete Privacy Act Statement in the Federal Register published on April 11, 2000 (Volume 65, Number 70; Pages 19477-78), which may also be found at <http://www.regulations.gov>.

You may request confidential treatment of comments or portions of comments under the procedures set forth in 49 CFR part 105. While all comments should be sent to the FDMS, OST will consider separately and not place in the public docket those comments or portions of comments OST determines to include trade secrets, other confidential commercial information, or sensitive security information (SSI). In accordance with 49 CFR 105.30, you may ask OST to keep information confidential using the following procedures: (1) Mark "confidential" on each page of the original document you would like to keep confidential; (2) send FDMS both the original document and a second copy of the original document with the confidential information redacted; and (3) explain why the information is confidential (as a trade secret, other confidential commercial information, or SSI). In your explanation, you should provide enough information to enable OST to determine whether the information provided is protected by law and must be handled separately.

**FOR FURTHER INFORMATION CONTACT:** For program issues, Jim Swart, Director, Office of Drug and Alcohol Policy and Compliance, 1200 New Jersey Avenue, SE., Washington, DC 20590; (202) 366-3784 (voice), (202) 366-3897 (fax), or [jim.swart@dot.gov](mailto:jim.swart@dot.gov) (e-mail). For legal issues, Robert C. Ashby, Deputy Assistant General Counsel for Regulations and Enforcement, 1200 New Jersey Avenue, SE., Washington, DC 20590; (202) 366-9310 (voice); (202) 366-9313 (fax); or [bob.ashby@dot.gov](mailto:bob.ashby@dot.gov) (e-mail).

**SUPPLEMENTARY INFORMATION:** This document responds to petitions and letters from several parties seeking to postpone the effective date of portions of the Department's June 25, 2008, final rule amending 49 CFR part 40 (73 FR 35961) and/or reconsider these provisions. The petitions concern the new section 40.67(b) and (i), described in more detail below. Petitioners include the Association of American Railroads (AAR), joined by the American Short Line and Regional Railroad Association; the Transportation Trades Department (TTD) of the AFCL-CIO; the International Brotherhood of Teamsters; and the Air Transport Association (ATA), joined by the Regional Airline Association (RAA).

## Background

On October 31, 2005, the Department of Transportation issued a notice of proposed rulemaking (NPRM) to amend 49 CFR part 40, the Department's drug and alcohol testing procedures rule (70 FR 62276). The primary purpose of the NPRM was to propose making specimen validity testing (SVT) mandatory. Mandatory SVT is an important step in combating the safety problem of cheating on drug tests. The two provisions that are the subject of the petitions concern direct observation (DO), another significant tool the Department uses to combat cheating.

The history of DO testing under part 40 goes back to the beginnings of the Department's drug testing program. The principle that animates this history is that DO, because it is intrusive, is appropriate to use, not in the great mass of testing situations (e.g., all pre-employment and random tests), but only in those situations in which there is a heightened incentive to cheat or circumstances demonstrating the likelihood of cheating. In this way, the Department has maintained the proper balance between the legitimate privacy expectations of employees and the safety and program integrity interests of the Department. As a result, DO tests constitute only a tiny percentage of the drug tests conducted each year under DOT drug testing rules.

In the December 1, 1989, preamble to part 40 (54 FR 49854), we said that the limitations on using observed collections in only four circumstances would be maintained despite the fact that some comments requested that the Department allow greater discretion for observed collections. The Department decided that "existing safeguards in part 40 are adequate to prevent tampering and that direct observation, because of its increased intrusiveness, should be strictly limited." The Department considered that limiting the circumstances that would result in a DO is "one factor in the balance between privacy and safety necessity considered by the courts."

The preamble went on to say that some comments specifically opposed direct observation "as part of follow-up (i.e., post-positive) testing, while other commenters favored this practice." We said that the Department "believes that direct observation may be a useful tool in follow-up testing." There was concern expressed about drug use relapses, especially for cocaine. We went on to say, "An individual who has returned to work after rehabilitation but has suffered such a relapse may have a greater incentive to attempt to beat a

follow-up test, because the employer may not provide a second opportunity for rehabilitation." Regarding directly observed follow-up testing, the preamble concludes, "If the employer or EAP counselor believes that this may be the case, the opportunity for direct observation should exist."

Currently, section 40.67(a) requires that employers direct an immediate collection under direct observations in three circumstances: (1) When the laboratory reported an invalid specimen and the MRO reported that there was not an adequate medical explanation for the result; (2) when the MRO reports to the employer that the original non-negative result had to be cancelled because there was not a split specimen available for testing; and (3) when the MRO reports a negative-dilute specimen with a creatinine concentration greater than or equal to 2 mg/L or less than or equal to 5 mg/L. We added the third provision in 2003 in an interim final rule (68 FR 31624, May 28, 2003) and revised it in an interim final rule (69 FR 64865). Direct observation is also mandated at collection sites if the collector finds materials brought to the collection site to tamper with a specimen (section 40.61(f)(5)(i)), determines that a specimen is out of temperature range (section 40.65(b)(5)) or detects other evidence indicating an attempt to tamper with a specimen (section 40.65 (c)(1)). In addition, employers are currently allowed, but not required, to order a directly observed test under section 40.67(b) for return-to-duty and follow-up tests.

We acknowledge that DO collections are, and always have been, controversial. In the December 19, 2000 preamble to a major update to part 40 (65 FR 79462), about observed collections we said, "Directly observed specimens are controversial because of their greater impact on employee privacy. They can be useful because they reduce the opportunity for tampering. On privacy grounds, some commenters, including unions and some service agents, would prefer not to conduct directly observed collections at all." (65 FR at 79489) These commenters opposed adding any situations in which direct observation was authorized or required.

The 2000 preamble went on to say, "Other commenters said that the benefit of greater protection against specimen tampering warranted direct observation in situations that suggested a heightened risk of tampering." (65 FR at 79489) The Department agreed with these commenters and increased the number of circumstances for which an observed collection was required or authorized.

In circumstances that pose a higher risk or greater risk for tampering, "the interests of the integrity of the testing process, with its safety implications, outweigh the additional privacy impact of the direct observation process." (65 FR at 79489–79490)

More recently, there has been a sharply increased emphasis, at the level of national policy, on the problem of cheating and how to deal with it. The Department has been aware for several years of the increasing proliferation of products designed and sold to help workers who use drugs defeat drug tests. Not only was the Department working on the specimen validity testing rulemaking between 2005 and 2008, but the United States Congress was conducting its own inquiries on the issues.

During a May 17, 2005 hearing before the Investigations Committee on Energy and Commerce, the Department of Health and Human Services provided the following testimony regarding prosthetic devices delivering synthetic or drug-free human urine:

*The most cumbersome, yet highly effective, way to beat a urine drug test is to use a physical belt-like device hidden under the clothing which contains a reservoir to unobtrusively hold real human urine from another person that is free from drugs, and deliver that bogus specimen into the collection container through a straw-like tube, or through a prosthetic device that looks like real human anatomy, color-matched. This last described device is heavily marketed for workplace drug testing and criminal justice urine collection situations that require directly observed urine specimens to be provided. Synthetic urine can be used in place of real human drug free urine.* [Testimony before the Subcommittee on Oversight and Investigations Committee on Energy and Commerce United States House of Representatives Products Used to Thwart Detection in Drug Testing Programs, Statement of Robert L. Stephenson II, M.P.H. Director, Division of Workplace Programs Center for Substance Abuse Prevention, Substance Abuse and Mental Health Services Administration, U.S. Department of Health and Human Services at pages 4–5].

Also at the 2005 hearing, the GAO testified that

*In summary, we found that products to defraud drug tests are easily obtained. They are brazenly marketed on Web sites by vendors who boast of periodically reformulating their products so that they will not be detected in the drug test process. In addition to an array of products designed to dilute, cleanse, or substitute urine specimens submitted to testers by drug users, approximately 400 different products are available to adulterate urine samples. The sheer number of these products, and the ease with which they are marketed and distributed through the Internet, present formidable obstacles to the integrity of the drug testing*

*process.* [Testimony Statement of Robert J. Cramer, Managing Director, Office of Special Investigations, the United States Government Accountability Office (GAO), before the Chairman, Subcommittee on Oversight and Investigations, Committee on Energy and Commerce, House of Representatives, GAO-05-653T, May 1, 2005].

On November 1, 2007, following media coverage regarding compromised collection integrity and security issues, the Congressional Subcommittee on Transportation and Infrastructure held a hearing on the problem of cheating on DOT-required tests. At the hearing, the GAO testified at the hearing about the threat to the integrity of the testing program posed by the devices being used to substitute urine in DO collections. In the final report the GAO issued in May of 2008, the GAO noted that the ease of subverting the testing process was a factor contributing to failures to detect drug use. Specifically, GAO noted that transportation employees "are successfully adulterating or substituting their urine specimens with products that are widely available and marketed as \* \* \* [ways to beat a test.]" [GAO Report No. GAO-08-600, Motor Carrier Safety: Improvements to Drug Testing Programs Could Better Identify Illegal Drug Users and Keep them off the Road, May 2008 at pages 2–3.] The GAO further found that "Several hundred products designed to dilute, cleanse, or substitute urine specimens can be easily obtained." [GAO Report No. GAO-08-600 at page 20.]

In light of the by-now well-recognized availability of substances and devices for substituting or adulterating specimens, the Department's premise for the changes it made to section 40.67 was that taking additional steps to combat cheating on drug tests was appropriate. Such steps are needed to avoid damage to the safety purposes of the program. Given the greater availability of means to cheat on tests, compared to the late 1980s, the Department took the position in the June 25 final rule that it is appropriate to strike the balance between the Department's interests in safety and program integrity and employees' interest in privacy at a different point than it did two decades ago.

In the Omnibus Transportation Employee Testing Act of 1991, Congress recognized that, while privacy is a very important value in the drug testing process, it is not an absolute value. The Act directs the Department to "promote, to the maximum extent practicable, individual privacy in the collection of specimens" (49 U.S.C. 20140(c)(1), emphasis added). In issuing the June 25

final rule, the Department, in effect, took the position that it is no longer "practicable" to operate a drug testing program without adding countermeasures to well-publicized cheating techniques and devices.

#### **New Procedure To Check for Prosthetic Cheating Devices**

Based on what the Department viewed as the need for additional safeguards against prosthetic devices used to cheat on DO tests, the Department explicitly sought comment in its October 2005 NPRM (70 FR 62281), on whether collectors should check to make sure that employees providing a specimen under DO are not using a prosthetic device to cheat on the test (e.g., by having an employee lower his pants and underwear so that the collector or observer could determine whether the employee was using such a device).

In the preamble to the Department's final rule based on this NPRM (73 FR 35968), the Department responded to comments on this proposal. This response set forth the Department's rationale for adopting a new provision, found in section 40.67(i), requiring employees to raise and lower their clothing to show the collector or observer that the employee is not using a prosthetic device. The Department reaffirms this rationale, and the Department does not believe that any delay in the effective date of this provision is appropriate. The Department believes that there would be nothing to be gained by delaying this significant anti-cheating, pro-safety initiative.

Consequently, this provision will go into effect, as scheduled, on August 25, 2008. The Department is not soliciting further comment on section 40.67(i). The effect of this decision is that, beginning August 25, 2008, observers in all DO collections will be required to carry out the anti-prosthetic device procedure of section 40.67(i) in all directly observed collections, including FU and RTD tests where employers choose to use DO. There is no requirement to use the section 40.67(i) procedure except in circumstances where DO tests otherwise are taking place.

We do not believe that petitioners have made a persuasive case that a delay is necessary to train collectors in this new procedure, which is simple to carry out and easy to understand. Moreover, it is *observers*—who need not be trained collectors—who are to carry out the task of having employees raise and lower clothing to determine whether prosthetic cheating devices are

present. Any individual of the appropriate gender should be able to perform this function with minimal instruction. In addition, having waited until mid-August to file their petitions saying they had insufficient time to train personnel, railroad and aviation employers appear to have missed the opportunity to begin training personnel during the several weeks since the June publication of the final rule, if they believed additional time to be necessary.

It is important for employers to keep in mind, in view of the Department's decision to postpone the effective date of section 40.67(b), that for the period between August 25 and October 31, 2008, there will be no need to recruit or train additional observers, because there will be no additional direct observation tests required beyond those the Department's rules required before August 25. All that will be required during this period is that employers and collection contractors instruct observers to follow the additional procedure to guard against the use of prosthetic devices.

We also note that it is common for DOT operating administrations' enforcement personnel, in the initial months of a new requirement, to focus on information and education rather than the imposition of penalties. Employers who are making good faith efforts to comply with the provision should benefit from this typical enforcement practice.

#### **Mandatory Use of Direct Observation in Return-to-Duty and Follow-up Testing**

At the end of the discussion of this provision on page 35968 of the final rule preamble, the Department said, in the context of taking additional steps to address the problem of cheating on drug tests, that DO would be required for all FU and RTD tests. The new requirement was included as section 40.67(b). Under part 40 as it existed before this amendment, employers had the discretion to require direct observation in FU and RTD tests, but were not mandated to do so.

In the Department's view, this new requirement was a logical outgrowth of the development of the Department's increasing efforts to deal with the problem of cheating in drug tests. Even though we did not foresee (and few did) in 1989 the degree to which products designed to beat the drug test would be available, the Department was concerned about specimen tampering and about the heightened motivation of those employees returning to safety sensitive positions after positive tests to tamper with their specimens. That

concern has increased in recent years as information about the widespread availability of cheating products has become available.

As a consequence, the Department believed, in adding this provision, that it was important for us to be consistent with the other DO provisions, which make DO testing mandatory in circumstances involving heightened motivation for or evidence suggesting attempts to cheat (see sections 40.61(f)(5)(i); 40.65 (b)(5) and (c)(1); 40.67(a)). In all these cases, use of DO is mandatory. If safety necessitates a DO in one of these circumstances, then, the Department believed, safety likewise necessitates DO as part of FU and RTD tests. The Department was mindful that everyone who has to take an RTD or FU test had already violated the rule (e.g., by testing positive or refusing to test), showing that he or she has behaved in a way that presents an increased risk to transportation safety. Such employees will be acutely aware that that they must test negative on all RTD and FU tests in order to regain or retain their ability to perform safety-sensitive functions. These circumstances, the Department believed, present just the sort of heightened incentive for cheating on a test that DO testing is intended to combat.

It was but a modest, incremental step from the current regulation's *authorization* of DO in FU and RTD situations to the June 25 final rule's *requirement* for DO in these situations. Consequently, the Department believed that taking this step was timely and appropriate.

#### **Postponement of Effective Date of Section 40.67(b) and Request for Comment**

Petitioners pointed out that the Department's 2005 NPRM did not specifically raise for comment a proposal to make DO testing mandatory, rather than discretionary, in FU and RTD testing. While the Department believes, as discussed above, that section 40.67(b) is justified as a logical outgrowth of Part 40 rulemaking, even in the absence of a specific request for comment, the Department will seek comment on section 40.67(b) for 30 days.

In order to accommodate this comment period, as well as to allow time for the Department to review and respond to any comments we receive, the Department will change the effective date of section 40.67(b) to November 1, 2008, the date suggested by petitioners. We want all interested parties to realize that this change in the effective date affects **ONLY** section 40.67(b). The rest

of the June 25, 2008, final rule goes into effect on August 25, 2008, as scheduled.

We will place the petitions we have received into the docket, and we will consider the arguments made in these petitions about the content of section 40.67(b) along with other comments that we receive. On the basis of the comments we receive and any other information available to the Department, the Department will reconsider section 40.67(b) and may retain, eliminate, or modify it.

Because this action and the decision not to take similar action with respect to section 40.67(i) also completely respond to the parallel petitions to the Federal Railroad Administration (FRA) by some of the same parties, which raise the same issues about the same provisions of part 40, FRA is not taking any separate action on the petitions concerning the implementation of the amendments to 40.67 in the railroad industry.

Issued this 21st day of August, 2008, at Washington, DC.

Jim Swart,

Director, Office of Drug and Alcohol Policy and Compliance.

[FR Doc. E8-19816 Filed 8-22-08; 11:15 am]

BILLING CODE 4910-9X-P

## DEPARTMENT OF THE INTERIOR

### Fish and Wildlife Service

#### 50 CFR Part 17

[FWS-R5-ES-2008-0005; 92220-1113-0000-C6]

RIN 1018-AT37

#### Endangered and Threatened Wildlife and Plants; Final Rule Removing the Virginia Northern Flying Squirrel (*Glaucomys sabrinus fuscus*) From the Federal List of Endangered and Threatened Wildlife

AGENCY: Fish and Wildlife Service, Interior.

ACTION: Final rule.

**SUMMARY:** We, the U.S. Fish and Wildlife Service (Service), hereby remove the Virginia northern flying squirrel (*Glaucomys sabrinus fuscus*), now more commonly known as the West Virginia northern flying squirrel (WVNFS), from the List of Threatened and Endangered Wildlife due to recovery. This action is based on a review of the best available scientific and commercial data, which indicate that the subspecies is no longer endangered or threatened with extinction, or likely to become so within

the foreseeable future. Habitat regeneration and recovery actions have resulted in a reduction in the threats, which has led to: (1) A significant increase in the number of known WVNFS captures and distinct capture locations; (2) verification of multiple-generation reproduction and persistence throughout the range; (3) proven WVNFS resiliency; and (4) substantial improvement and continued expansion of suitable habitat rangewide.

**DATES:** This rule becomes effective September 25, 2008.

**ADDRESSES:** Comments and materials we received, as well as supporting documentation used in preparation of this final rule, are available for inspection, by appointment, during normal business hours, at our West Virginia Field Office, 694 Beverly Pike, Elkins, West Virginia 26241. Call (304) 636-6586 to make arrangements.

#### FOR FURTHER INFORMATION CONTACT:

Diane Lynch, Regional Listing Coordinator, Northeast Regional Office, 300 Westgate Center, Hadley, MA 01035 (telephone: 413-253-8628); or Tom Chapman, Field Office Supervisor, or Laura Hill, Assistant Field Supervisor, West Virginia Field Office (see ADDRESSES).

#### SUPPLEMENTARY INFORMATION:

##### Background

The northern flying squirrel, *Glaucomys sabrinus*, consists of 25 subspecies, including the Virginia northern flying squirrel, *G. s. fuscus*. Miller (1936, p. 143) first described *G. s. fuscus*, based on specimens collected in the Appalachian Mountains of eastern West Virginia. The Virginia northern flying squirrel was listed as endangered under the Endangered Species Act (Act) of 1973, as amended (16 U.S.C. 1531 *et seq.*) effective on July 31, 1985 (Service 1985 (50 FR 26999)). However, it was subsequently determined that a more suitable common name for *G. s. fuscus* is the West Virginia northern flying squirrel, due to the majority of the subspecies' range occurring in West Virginia; thus, we refer to *G. s. fuscus* as West Virginia northern flying squirrel (WVNFS) throughout the rest of this document. Information about the WVNFS' life history can be found in our final listing rule (50 FR 26999), the Appalachian Northern Flying Squirrels Recovery Plan (Service 1990, pp. 1-11), and the WVNFS 5-year review (Service 2006a, pp. 6-10).

##### Previous Federal Actions

On December 19, 2006, we published a proposed rule to delist the WVNFS (71

FR 75924). Additional information regarding previous Federal actions for the WVNFS can be obtained by consulting the subspecies' regulatory profile found at: <http://ecos.fws.gov/speciesProfile/SpeciesReport.do?spscode=A09R>.

##### Recovery

In 1990, the original recovery plan was approved, and at the time, the recovery criteria as they apply to the WVNFS were deemed objective, measurable, and adequate (Service 1990, p. 19). The original recovery criteria were not specifically reviewed or updated in the 2001 recovery plan amendment (Service 2001, pp. 1-6). Instead, the focus of the 2001 amendment was an update to Appendix A, Guidelines for Habitat Identification and Management for the WVNFS. Implementation of the amended Appendix A guidelines by the Monongahela National Forest (MNF) effectively abated the main threat to the squirrel (i.e., habitat loss from timber management) throughout the majority of its range, by eliminating adverse impacts on all suitable habitat on the MNF without having to prove WVNFS presence (Service 2001, pp. 1-6; Service 2006a, pp. 3-4).

Recovery plans are not regulatory documents and are instead intended to provide guidance to the Service, States, and other partners on methods of minimizing threats to listed species and on criteria that may be used to determine when recovery is achieved. There are many paths to accomplishing recovery of a species, and recovery may be achieved without all criteria being fully met. For example, one or more criteria may have been exceeded while other criteria may not have been accomplished. In that instance, the Service may judge that, overall, the threats have been minimized sufficiently and the species is robust enough to reclassify the species from endangered to threatened or to delist the species. In other cases, recovery opportunities may have been recognized that were not known at the time the recovery plan was finalized. These opportunities may be used instead of methods identified in the recovery plan. Likewise, information on the species may be learned that was not known at the time the recovery plan was finalized. This new information may change the extent to which criteria need to be met for recognizing recovery of the species. Overall, recovery of species is a dynamic process requiring adaptive management, and judging the degree of recovery of a species is also an adaptive management process that may, or may

**AI-11561**

**20.E.**

**Interdept transfer from Countywide Contingency to Health Adm. Cell  
Phone (1100)**

**CC REGULAR**

**Date:** 10/07/2008

**Submitted By:** Ivan Cantu, BUDGET & MANAGEMENT

**Submitted For:** Valde Guerra

**Department:** BUDGET & MANAGEMENT

**Agenda Area:** Budget and Management

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**Information**

**CAPTION**

Health Administration:

Approval of 2008 interdepartmental transfer from Countywide Administration -  
Contingency to Health Administration (1100) in the amount of \$3,000.00.

**BACKGROUND**

To cover negative balance for object code 532 and expected expenditures.

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**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:**

8-1100-415-00-115-002-0-899 --> 8-1100-441-00-340-001-0-532 \$3,000.00. Funds  
available as of 10-3-08.

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**Attachments**

Link: Health Admin. Interdept  
transfer

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**Form Routing/Status**

| Route | Seq | Inbox                   | Approved By    | Date                | Status |
|-------|-----|-------------------------|----------------|---------------------|--------|
| 1     |     | Ivan Cantu (Originator) | Ivan Cantu     | 10/03/2008 10:11 AM | APRV   |
| 2     |     | Budget & Management     | Veronica Lopez | 10/03/2008 10:30 AM | APRV   |
| 3     |     | Manuel Chapa            | Manuel Chapa   | 10/03/2008 10:41 AM | APRV   |
| 4     |     | Auditor's Office        | Linda Fong     | 10/03/2008 12:23 PM | APRV   |
| 5     |     | Purchasing Department   | Marty Salazar  | 10/03/2008 12:56 PM | APRV   |
| 6     |     | Court Administrator     | Angela Garcia  | 10/03/2008 01:12 PM | APRV   |

Form Started By: Ivan Cantu

Started On: 10/03/2008 09:52  
AM

Final Approval Date: 10/03/2008

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**DATE:**     October 3, 2008

**DEPARTMENT HEAD:** Valde Guerra

# 2008

## Transfer



**DEPARTMENT NAME:** Dept of Budget & Mgmt for Health Administration

**ACCOUNT NUMBER:** 8-1100-4XX-00-1XX-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<br>ACCOUNT NUMBER |     | ACCOUNT (OBJECT)<br>NAME |             | AMOUNT     |
|-------------------------------------|-----|--------------------------|-------------|------------|
|                                     |     |                          |             |            |
| FROM                                |     |                          |             |            |
| 8-1100-415-00-115-002-0-            | 899 | CO. WIDE ADM.            | CONTINGENCY | (3,000.00) |
|                                     |     |                          |             |            |
| TO                                  |     |                          |             |            |
| 8-1100-441-00-340-001-0-            | 532 | HEALTH ADM.              | CELL PHONE  | 3,000.00   |
|                                     |     |                          |             |            |
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| TOTAL BUDGET INCREASE (DECREASE)    |     |                          |             | 0.00       |

**REASON: To cover negative balance and expected expenditures for cell phone.**

**SIGNATURE**

**COMMISSIONERS COURT**

DATE \_\_\_\_\_

**ATTEST, COUNTY CLERK**



**AI-11557**

**20.F.**

**Interdepartmental Transfer - Health Clinics  
CC REGULAR**

**Date:** 10/07/2008

**Submitted By:** Manuel Chapa, BUDGET & MANAGEMENT

**Department:** BUDGET & MANAGEMENT

**Agenda Area:** Budget and Management

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**Information**

**CAPTION**

Approval of 2008 interdepartmental transfer from Countywide Administration - Contingency to Health Clinics - Longevity Pay (1100) in the amount of \$11,281.00.

**BACKGROUND**

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**Fiscal Impact**

**FISCAL YEAR:** 2008

**ACCT. #:** 8-1100-415-00-115-002-0-899

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

**MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

8-1100-415-00-115-002-0-899-->8-1100-441-00-340-003-0-115 \$11,281.00.

Available balance as of 10/03/08 \$610,819.35.

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**Attachments**

Link: [interdept. transfer](#)

Link: [AI backup - projection](#)

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**Form Routing/Status**

| Route Seq | Inbox                 | Approved By    | Date                | Status |
|-----------|-----------------------|----------------|---------------------|--------|
| 1         | Budget & Management   | Veronica Lopez | 10/02/2008 04:25 PM | APRV   |
| 2         | Veronica Lopez        | Veronica Lopez | 10/03/2008 09:04 AM | APRV   |
| 3         | Auditor's Office      | Linda Fong     | 10/03/2008 12:26 PM | APRV   |
| 4         | Purchasing Department | Marty Salazar  | 10/03/2008 12:56 PM | APRV   |
| 5         | Court Administrator   | Angela Garcia  | 10/03/2008 01:12 PM | APRV   |

Form Started By: Manuel Chapa

Started On: 10/02/2008 03:53 PM

Final Approval Date: 10/03/2008

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**DATE:** October 3, 2008

**DEPARTMENT HEAD:** Valde Guerra

AI# 11557

**DEPARTMENT NAME:** Dept. of Budget & Management for Health Dept. - Health Clinics

**ACCOUNT NUMBER:** 8-1100-441-00-340-003-0-115

**SUBJECT: Interdepartmental Transfer**

**CONTACT PERSON:** Manuel Chapa

**PH# : 956-292-7025**

Honorable Commissioners' Court of Hidalgo County:

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

| ACCOUNT NUMBER                          | ACCOUNT NAME                   | INCREASE (DECREASE)<br>AMOUNT |
|-----------------------------------------|--------------------------------|-------------------------------|
| 8-1100-415-00-115-002-0-899             | Co. Wide Adm - Contingency     | (11,281.00)                   |
|                                         |                                |                               |
| 8-1100-441-00-340-003-0-115             | Health Clinics - Longevity Pay | 11,281.00                     |
|                                         |                                |                               |
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|                                         |                                |                               |
| <b>TOTAL BUDGET INCREASE (DECREASE)</b> |                                | <b>0.00</b>                   |

**REASON:** Interdepartmental transfer from Co. Wide Adm. - Contingency to Health Department Clinics in the total amount of \$11,281.00 to cover a negative balance of \$1,369.48 as of PP 20, and also to fund Longevity Pay from PP 21 thru PP 26 \$9,912.00.

DEPARTMENT HEAD SIGNATURE

**APPROVED COMMISSIONERS' COURT**

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
DATE

**ATTEST COUNTY CLERK**

**Health Clinics - Longevity  
8-1100-441-00-340-003-0-115**

|                                             |                |                         |                                    |           |          |           |           |                                        |            |            |            |            |
|---------------------------------------------|----------------|-------------------------|------------------------------------|-----------|----------|-----------|-----------|----------------------------------------|------------|------------|------------|------------|
|                                             |                | 10/3/2008<br>As of PP20 | Actual                             |           |          |           |           | Estimated - Last 5 PP Average 1,651.51 |            |            |            |            |
| 2008<br>Budget                              | 2008<br>Actual | 2008<br>Available       | 8/8/2008                           | 8/22/2008 | 9/5/2008 | 9/19/2008 | 10/3/2008 | 10/17/2008                             | 10/31/2008 | 11/14/2008 | 11/26/2008 | 12/12/2008 |
|                                             |                |                         | PP16                               | PP17      | PP18     | PP19      | PP20      | PP21                                   | PP22       | PP23       | PP24       | PP25       |
| 29,323.20                                   | 30,692.68      | (\$1,369.48)            | 1,655.01                           | 1,655.01  | 1,642.51 | 1,642.51  | 1,662.51  | 1,652                                  | 1,652      | 1,652      | 1,652      | 1,652      |
| Est. Amount needed from<br>PP 21 thru PP 26 |                |                         |                                    |           |          |           |           | Total from PP 21 thru 26               |            |            |            |            |
| Total                                       |                | (\$11,281)              | Interdepartmental from Contingency |           |          |           |           |                                        |            |            |            |            |

|             |
|-------------|
|             |
| 12/24/2008  |
| <b>PP26</b> |
| 1,652       |
| 9,912       |

**AI-11539**

**20.G.**

**payment of invoice - El Morillo Drain  
CC REGULAR**

**Date:** 10/07/2008

**Submitted By:** Monica Badillo, BUDGET & MANAGEMENT

**Department:** BUDGET & MANAGEMENT

**Agenda Area:** Budget and Management

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**Information**

**CAPTION**

Approval of invoice from Lower Rio Grande Water Committee, Inc. in the amount of \$10,446.09 for Hidalgo County's portion in connection with El Morillo Drain and authorization for County Treasurer to issue check after review and auditing procedures are completed by Auditor's Office.

**BACKGROUND**

Pending AI #11533 - (CC 10/7/08)

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**Fiscal Impact**

**FISCAL YEAR:** 2008

**ACCT. #:** 8-1100-415-00-115-002-0-843

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

**MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Pending AI-11533 (CC 10-07-08)

Intra transfer in the amount of \$10,446.09

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**Attachments**

Link: [invoice](#)

Link: [contract](#)

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**Form Routing/Status**

| Route Seq | Inbox               | Approved By    | Date                | Status |
|-----------|---------------------|----------------|---------------------|--------|
| 1         | Budget & Management | Veronica Lopez | 10/02/2008 11:19 AM | APRV   |
| 2         | Veronica Lopez      | Veronica Lopez | 10/02/2008 01:38 PM | APRV   |
| 3         | Auditor's Office    | Linda Fong     | 10/03/2008 01:45 PM | APRV   |
| 4         | Dina Trevino        |                | 10/03/2008 05:27 PM | NEW    |

Form Started By: Monica Badillo  
Started On: 10/02/2008 11:04 AM  
Final Approval Date: 10/03/2008

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# LOWER RIO GRANDE WATER COMMITTEE, INC.

P. O. Box 1499

WESLACO, TEXAS 78599-1499

PHONE 956/968-3141

FAX 956/968-0210

COPY

## OFFICERS

Joseph B. Coulter, DVM  
President  
Sonny Hinojosa,  
Vice President  
Bill Summers,  
Secretary-Treasurer

September 19, 2008

Judge J.D. Salinas, III  
And Commissioners of Hidalgo County  
P.O. Box 1356  
Edinburg, Texas 78539

RECEIVED  
SEP 23 2007  
COUNTY JUDGE

## DIRECTORS

Joe Tucker  
Glenn Jarvis  
Chuck Browning  
Charles D. Rankin  
Roy Rodriguez  
Kika de la Garza  
(U. S. Rep., Ret.)  
Troy Allen  
Frank (Jo Jo) White

Dear Judge and Commissioners:

The Lower Rio Grande Water Committee, Inc. received its annual letter from the United States International Boundary and Water Commission (USIBWC) concerning the Rio Grande Valley portion due for obligated costs on El Morillo Drain. The Counties of Cameron, Hidalgo, and Willacy are collectively responsible for Operational and Maintenance Costs for the period of January 1 through December 31, 2007.

## MEMBERS

Ray Prewett  
Jose Barrera  
Wayne Halbert  
Ken Jones  
Laura de la Garza

The balance due is \$23,213.53, as per the attached letter from Alfredo J. Riera, Principal Engineer with USIBWC. Appropriate division of payment is as follows:

|                      |             |
|----------------------|-------------|
| Cameron County (45%) | \$10,446.09 |
| Hidalgo County (45%) | \$10,446.09 |
| Willacy County (10%) | \$ 2,321.35 |
| Total                | \$23,213.53 |

## EX-OFFICIO MEMBERS

Judge Carlos Cascos  
Cameron County  
Judge J.D. Salinas  
Hidalgo County  
Honorable Emilio Vera  
Willacy County  
Carlos Marin, I.B.W.C.  
Carlos Rubenstein  
Watermaster

Kindly make checks payable to the Lower Rio Grande Water Committee, Inc. and mail to Post Office Box 1499; Weslaco, Texas 78599-1499.

Again, as soon as we receive these payments, we will forward a single check to the USIBWC.

As always, thank you for your continued support of El Morillo Drain. Without it, our water supply would be adversely affected.

Sincerely,



Bill Summers  
Secretary-Treasurer

Enclosures: LRGWC invoice and IBWC letter

2008 SEP 25 PM 1 48

8-1100-415-00-115-002-0-843

BUDGET OFFICE

**Lower Rio Grande Water Committee, Inc.****INVOICE**

P.O. Box 1499  
Weslaco, TX 78599-1499  
Phone 956.968.3141 Fax 956.968.0210

INVOICE #LRGWC  
DATE: SEPTEMBER 19, 2008

**TO:**  
County of Hidalgo  
Attn: Judge J.D. Salinas, III  
P.O. Box 1356  
Edinburg, TX 78539

**SHIP TO:**  
Lower Rio Grande Water Committee  
Attn: Bill Summers  
P.O. Box 1499  
Weslaco, TX 78599-1499  
956-968-3141

**COMMENTS OR SPECIAL INSTRUCTIONS:**

| SALESPERSON | P.O. NUMBER | REQUISITIONER | SHIPPED VIA | F.O.B. POINT | TERMS          |
|-------------|-------------|---------------|-------------|--------------|----------------|
|             |             |               |             |              | Due on receipt |

| QUANTITY            | DESCRIPTION                                       | UNIT PRICE | TOTAL       |
|---------------------|---------------------------------------------------|------------|-------------|
|                     | 2007 Operations & Maintenance of El Morillo Drain |            | \$10,446.09 |
| SUBTOTAL            |                                                   |            |             |
| SALES TAX           |                                                   |            |             |
| SHIPPING & HANDLING |                                                   |            |             |
| TOTAL DUE           |                                                   |            | \$10,446.09 |

Make all checks payable to Lower Rio Grande Water Committee, Inc.  
If you have any questions concerning this invoice, contact Bill Summers, secretary-treasurer, 956-968-3141

Thank you!



INTERNATIONAL BOUNDARY AND WATER COMMISSION  
UNITED STATES AND MEXICO

OFFICE OF THE COMMISSIONER  
UNITED STATES SECTION

September 11, 2008

**CERTIFIED MAIL RETURN RECEIPT REQUESTED**  
7005 0390 0005 7237 0703

Mr. Bill Summers, Secretary  
Lower Rio Grande Water Committee  
P.O. Box 1499  
Weslaco, Texas 78599-1499

Dear Mr. Summers:

In compliance with contract No. IBM 67-104, dated October 27, 1966, between the U.S. Section of the International Boundary and Water Commission (USIBWC), and the Lower Rio Grande Water Committee (LRGWC), the LRGWC is to pay one-half of the Morillo Drain Operation and Maintenance (O&M) cost allocated to the U.S. Section. The Morillo Drain conveyance channel was constructed in Mexico, and is operated by Mexico for the discharge of saline water of El Morillo and other drains in Mexico. The O&M costs are incurred for the operation of the conveyance channel.

The O&M costs for the period of January 1 to December 31, 2007 is \$1,000,967.46 pesos. The USIBWC is responsible for 50% of the total cost to Mexico or \$500,483.73 pesos. This amount equates to \$46,427.06 dollars using an exchange rate of 10.78 pesos/dollar, of which LRGWC is responsible for reimbursing the USIBWC for 50% of the U.S. costs or \$23,213.53.

As stipulated in contract No. IBM 67-104, I am requesting a total payment in the amount of \$23,213.53 for the Morillo Drain O&M costs for January thru December 2007. In order to comply with federal acquisition regulations, payment should be made by check or money order to the United States Section, International Boundary and Water Commission. I would appreciate the prompt processing of this payment, and if you have any questions please contact Mr. Luis Hernandez at 915-832-4133.

Sincerely,

  
Alfredo Riera, P.E.  
Principal Engineer





# FAX TRANSMISSION

INTERNATIONAL BOUNDARY & WATER COMMISSION,  
UNITED STATES & MEXICO

U.S. SECTION

4171 N. Mesa, Suite C-310

El Paso, Texas 79902-1441

(915) 832-4711

Fax: (915) 832-4192

**To:** Sylvia  
Hidalgo County

**Date:** June 3, 2005

**Fax #:** (956) 292-7089

**Pages:** 8 including this cover sheet.

**From:** Pam Ahrens

**Subject:** IBM 67-104

As requested, attached is a copy of subject agreement.

If you have questions, please call me at (915) 832-4711.

*Godfrey,  
Valde wants a copy of the Agreement  
w/ HC + IBWC on the Morillo's Drain.  
Please give him this copy so he can  
pay the County's share -*



CONTRACT NO. IBM-67-104

Date: October 27, 1966

INTERNATIONAL BOUNDARY AND WATER COMMISSION  
UNITED STATES AND MEXICO  
UNITED STATES SECTION

CONTRACT

THIS CONTRACT, made and entered into this 27TH day of October, 1966, by and between the UNITED STATES OF AMERICA, acting through the United States Commissioner, International Boundary and Water Commission, United States and Mexico, hereinafter referred to as the "Commissioner", and the LOWER RIO GRANDE WATER COMMITTEE, a corporation, hereinafter referred to as the "Committee",

WITNESSETH:

WHEREAS, the Act of September 19, 1966 (Public Law 89-584, 89th Congress); authorizes the Secretary of State, acting through the Commissioner, to conclude an agreement with Mexico for the construction, operation and maintenance by Mexico under the supervision of the International Boundary and Water Commission, of a drainage conveyance channel through Mexican territory for the discharge of waters of El Morillo and other drains in Mexico into the Gulf of Mexico in a manner, and having substantially the characteristics, described in said Commission's Minute No. 223 dated November 30, 1965; and

WHEREAS, it is further provided in said Act that the agreement or agreements shall provide that the costs of construction, including costs of design and right-of-way, and the costs of operation and maintenance, shall be equally divided between the United States and Mexico, and that before concluding the agreement or agreements, the Secretary of State shall receive satisfactory assurances from private

-2-

citizens or a responsible local group that they or it will pay to the United States Treasury one-half of the actual United States costs of such construction, including costs of design and right-of-way, and one-half of the actual costs of operation and maintenance allocated under such agreement or agreements to the United States; and

WHEREAS, it has been determined that one-half of the actual costs of such construction, design and right-of-way allocated to the United States for such drainage conveyance channel will amount to \$345,000; and

WHEREAS, there has been deposited with the Treasury of the United States in a special deposit account the sum of \$345,000, which sum has been deposited by the Committee as the local group's one-half share of the construction, design and right-of-way costs allocated to the United States; and

WHEREAS, preliminary estimates indicate that one-half of the operation and maintenance costs allocated to the United States, and required to be borne by the local group, will approximate \$10,000 per annum; and

WHEREAS, the Committee agrees that valuable and substantial benefits will result from construction, operation and maintenance of said drainage conveyance channel, and desires to enter into a contract with the United States to provide the assurances required by the Secretary of State as set forth in said Act.

NOW, THEREFORE, the parties hereto do mutually agree and contract as follows:

-3-

1. The amount of \$345,000 deposited by the Committee with the Treasury of the United States constitutes payment by the local group of its share of one-half of the actual costs allocated to the United States of construction of the said drainage conveyance channel, including design and right-of-way.

2. Upon the consummation of an agreement or agreements between the United States and Mexico for the operation and maintenance of said drainage conveyance channel by Mexico under the supervision of the Commission, the Committee will, on the first day of July of each year subsequent to completion of construction of said drainage conveyance channel, pay to the United States Treasury the total of one-half of the annual actual costs of operation and maintenance of said drainage conveyance channel which are allocated under said agreement or agreements to the United States.

3. The obligations of the parties hereto are contingent upon the consummation of an agreement or agreements between the United States and Mexico for the construction, operation and maintenance of the said drainage conveyance channel, as provided in said Act of September 19, 1966, and are further contingent upon the Congress of the United States making the necessary appropriations therefor.

4. No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit to arise therefrom, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

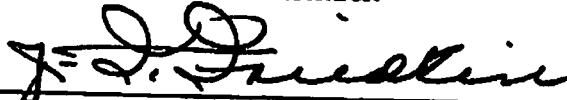
(Contract No. IBM-67-104)

-4-

WITNESS the hands of the parties hereto as of the day and year  
first above written.

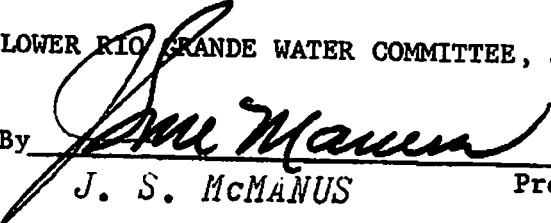
THE UNITED STATES OF AMERICA

By

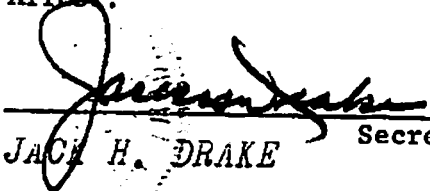
  
J. S. Friedkin, United States Commissioner  
International Boundary and Water Commission  
United States and Mexico  
P. O. Box 1859, El Paso, Texas 79950

LOWER RIO GRANDE WATER COMMITTEE, a corporation

By

  
J. S. McMANUS President

ATTEST:

  
JACK H. DRAKE

Secretary

## RESOLUTION NO. \_\_\_\_\_

WHEREAS, by Act of Congress dated September 19, 1966 (Public Law 89-584, 89th Congress), the Secretary of State, acting through the United States Commissioner, International Boundary and Water Commission, United States and Mexico, was authorized to negotiate an agreement or agreements between the United States and Mexico for the construction, operation and maintenance of a drainage canal through Mexican territory for the discharge of waters of El Morillo and other drains in the United States into the Gulf of Mexico, said Act providing in part that -

"...Before concluding the agreement or agreements, the Secretary of State shall receive satisfactory assurances from private citizens or a responsible local group that they or it will pay to the United States Treasury one-half of the actual United States costs of such construction, including costs of design and right-of-way, and one-half of the actual costs of operation and maintenance allocated under such agreement or agreements to the United States."

WHEREAS, it is the desire of the Lower Rio Grande Water Committee, Inc., a corporation, hereinafter called the "Committee", a responsible local group, to provide such assurances as are required by said Act; and

WHEREAS, the Committee has heretofore deposited with the Treasury of the United States in a special deposit account the sum of \$300,000, and the Committee has available for deposit an additional amount of \$45,000 as the local group's one-half share of the construction, design and right-of-way costs allocated to the United States.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Committee that the contract attached hereto and by reference made a part hereof, between the Committee and the United States of America, be entered into and executed, and the Committee, upon its further deposit

-2-

in the United States Treasury special deposit account of the said additional \$45,000, shall assume as therein provided its share of the operation and maintenance costs of the drainage conveyance canal described in said contract.

BE IT FURTHER RESOLVED that the President of the Committee be, and he is hereby authorized to sign and execute the aforementioned contract for and on behalf of the Committee, such to be attested by the Secretary of the Committee.

BE IT FURTHER RESOLVED that certified copies of this Resolution shall be transmitted to the Secretary of State of the United States and to the Commissioner of the United States Section, International Boundary and Water Commission, at El Paso, Texas.

PASSED AND ADOPTED this 26<sup>th</sup> day of October, 1966.

BOARD OF DIRECTORS:

/s/ J. S. Mc Manus

/s/ Jack H. Drake

/s/ Conly Bell

/s/ Travis A. Vaughn

/s/ W. D. Parish

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

/s/ C. Y. Mills

ATTEST:

/s/ Jack H. Drake  
Jack H. Drake, Secretary

STATE OF TEXAS       )  
                              )  
COUNTY OF HIDALGO    )

I, Jack H. Drake, the undersigned Secretary-Treasurer of the  
Lower Rio Grande Water Committee, Inc., hereby certify that the above  
and foregoing is a full, true and correct copy of a resolution  
duly passed and adopted by the Board of Directors of said Committee  
at a Special Meeting thereof on the 26<sup>th</sup>  
          (Regular - Special)  
day of October, 1966.

WITNESS my hand and official seal this 26<sup>th</sup> day of  
October, 1966.

/s/ Jack H. Drake  
Jack H. Drake  
Secretary- Treasurer  
Lower Rio Grande Water Committee, Inc.

(S e a l)



**AI-11567**

**20.H.**

**Interdepartmental transfer from Countywide Contingency to Jail -  
Longevity Pay  
CC REGULAR**

**Date:** 10/07/2008

**Submitted By:** Manuel Chapa, BUDGET & MANAGEMENT

**Department:** BUDGET & MANAGEMENT

**Agenda Area:** Budget and Management

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**Information**

**CAPTION**

Jail:

Approval of 2008 interdepartmental transfer from Countywide Administration -  
Contingency to Jail - Longevity Pay (1100) in the amount of \$21,946.00.

**BACKGROUND**

To fund negative balance for Longevity Pay and expected expenditures for the remaining  
pay periods (PP 21-26).

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**Fiscal Impact**

**FISCAL YEAR:** 2008

**ACCT. #:** 8-1100-4XX-XX-XXX-002-0-XXX

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

**MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

8-1100-415-00-115-002-0-899-->8-1100-423-21-280-002-0-115 \$21,946.00; Funds  
available as of 10-3-08.

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**Attachments**

Link: [interdept transfer](#)

Link: [interdept transfer backup](#)

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**Form Routing/Status**

| Route Seq                       | Inbox               | Approved By    | Date                            | Status |
|---------------------------------|---------------------|----------------|---------------------------------|--------|
| 1                               | Budget & Management | Veronica Lopez | 10/03/2008 03:48 PM             | APRV   |
| 2                               | Ivan Cantu          | Ivan Cantu     | 10/03/2008 04:22 PM             | APRV   |
| 3                               | Auditor's Office    |                | 10/03/2008 05:27 PM             | NEW    |
| Form Started By: Manuel Chapa   |                     |                | Started On: 10/03/2008 03:15 PM |        |
| Final Approval Date: 10/03/2008 |                     |                |                                 |        |

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**DATE:** October 3, 2008

**DEPARTMENT HEAD:** Valde Guerra

**AI# 11567**

**DEPARTMENT NAME:** Dept. of Budget & Management for Sheriff Dept - Jail

**ACCOUNT NUMBER:** 8-1100-423-21-280-002-0-115

**SUBJECT: Interdepartmental Transfer**

**CONTACT PERSON:** Manuel Chapa

**PH# : 956-292-7025**

Honorable Commissioners' Court of Hidalgo County:

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

[illegible]

**REASON:** Interdepartmental transfer from Co. Wide Adm. - Contingency to Jail in the total amount of \$21,946.00 to cover a negative balance of \$945.50 as of PP 20, and also to fund Longevity Pay from PP 21 thru PP 26 \$21,000.

DEPARTMENT HEAD SIGNATURE

**APPROVED COMMISSIONERS' COURT**

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
DATE

**ATTEST COUNTY CLERK**

**Jail - Longevity**  
**8-1100-423-21-280-002-0-115**

10/3/2008  
 As of PP20

| <b>2008<br/>Budget</b> | <b>2008<br/>Actual</b> | <b>2008<br/>Available</b> |
|------------------------|------------------------|---------------------------|
| 65,280.00              | 66,225.50              | (\$945.50)                |

| Actual   |           |          |           |           | Estimated - Last 5 PP Average 3,606 We will use 3,500 |            |            |            |            |  |
|----------|-----------|----------|-----------|-----------|-------------------------------------------------------|------------|------------|------------|------------|--|
| 8/8/2008 | 8/22/2008 | 9/5/2008 | 9/19/2008 | 10/3/2008 | 10/17/2008                                            | 10/31/2008 | 11/14/2008 | 11/26/2008 | 12/12/2008 |  |
| PP16     | PP17      | PP18     | PP19      | PP20      | PP21                                                  | PP22       | PP23       | PP24       | PP25       |  |
| 3,610.00 | 3,637.50  | 3,595.00 | 3,625.00  | 3,562.50  | 3,500                                                 | 3,500      | 3,500      | 3,500      | 3,500      |  |

Est. Amount needed from  
 PP 21 thru PP 26

Total from PP 21 thru 26

Total (\$21,946) Interdeparmental from Contingency

|            |
|------------|
|            |
| 12/24/2008 |
| PP26       |
| 3,500      |
| 21,000     |

**AI-11569**

**20.I.**

**Interdepartmental Transfer from Contingency to Sanitation Pct. 2  
CC REGULAR**

**Date:** 10/07/2008

**Submitted By:** Damaris San Miguel, BUDGET & MANAGEMENT

**Submitted For:** Valde Guerra

**Department:** BUDGET & MANAGEMENT

**Agenda Area:** Budget and Management

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**Information**

**CAPTION**

Sanitation Pct. 2:

Approval of 2008 interdepartmental transfer from Countywide Administration -  
Contingency to Sanitation Pct. 2 - Vehicles (1100) in the amount of \$55,000.00

**BACKGROUND**

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**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:**

8-1100-415-00-115-002-0-899 TO 8-1100-432-00-122-001-0-741 \$55,000.00, Funds  
Available as of 10/03/2008

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**Attachments**

Link: [LIT](#)

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**Form Routing/Status**

| Route Seq                           | Inbox                           | Approved By        | Date                            | Status |
|-------------------------------------|---------------------------------|--------------------|---------------------------------|--------|
| 1                                   | Damaris San Miguel (Originator) | Damaris San Miguel | 10/03/2008 04:11 PM             | APRV   |
| 2                                   | Dina Trevino                    |                    | 10/03/2008 05:27 PM             | PEND   |
| Form Started By: Damaris San Miguel |                                 |                    | Started On: 10/03/2008 03:48 PM |        |
| Final Approval Date: 10/03/2008     |                                 |                    |                                 |        |

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**AI-11556**

**20.J.**

**Reimbursement Resolution  
CC REGULAR**

**Date:** 10/07/2008

**Submitted By:** Monica Badillo, BUDGET & MANAGEMENT

**Department:** BUDGET & MANAGEMENT

**Agenda Area:** Budget and Management

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**Information**

**CAPTION**

Consideration and approval of a resolution designating the County Judge of the County of Hidalgo as authorized representative of the County of Hidalgo to give notice of intent to reimburse expenditures with proceeds of tax exempt obligations.

**BACKGROUND**

Chuy Ramirez, Bond Counsel will prepare Resolution

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**Fiscal Impact**

**FISCAL YEAR:**

**ACCT. #:**

**FUNDS AVAILABLE Y/N?:**

**MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

No fiscal impact.

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**Attachments**

*No file(s) attached.*

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**Form Routing/Status**

| Route Seq | Inbox                            | Approved By    | Date                | Status |
|-----------|----------------------------------|----------------|---------------------|--------|
| 1         | Budget & Management              | Veronica Lopez | 10/02/2008 03:58 PM | APRV   |
| 2         | Erika Reyna                      | Erika Reyna    | 10/02/2008 04:30 PM | APRV   |
| 3         | Auditor's Office                 | Linda Fong     | 10/03/2008 12:24 PM | APRV   |
| 4         | Purchasing Department            | Marty Salazar  | 10/03/2008 12:56 PM | APRV   |
| 5         | Court Administrator (Originator) | Angela Garcia  | 10/03/2008 01:12 PM | APRV   |

Form Started By: Monica Badillo  
Started On: 10/02/2008 03:41 PM  
Final Approval Date: 10/03/2008

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**AI-11570**

**20.K.**

**Interdepartmental Transfer from Hurricane Dolly to Disaster/Flood  
8-16-08**

**CC REGULAR**

**Date:** 10/07/2008

**Submitted By:** Erika Reyna, BUDGET & MANAGEMENT

**Department:** BUDGET & MANAGEMENT

**Agenda Area:** Budget and Management

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**Information**

**CAPTION**

Disaster/Flood 8-16-08:

Approval of 2008 interdepartmental transfer from Hurricane Ike to Disaster/Flood 8/16/08 (1100) in the amount of \$4,375.00.

**BACKGROUND**

To fund rental of vacumm trucks in relation to the flooding that occurred on 8-16-08.

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**Fiscal Impact**

**FISCAL YEAR:** 2008

**ACCT. #:** 8-1100-415-00-115-07X-0-350

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

**MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Program 075-->Program 074 \$4,375.00; Funds available as of 10-3-08.

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**Attachments**

Link: [transfer](#)

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**Form Routing/Status**

| Route Seq                       | Inbox               | Approved By    | Date                            | Status |
|---------------------------------|---------------------|----------------|---------------------------------|--------|
| 1                               | Budget & Management | Veronica Lopez | 10/03/2008 04:09 PM             | APRV   |
| 2                               | Ivan Cantu          | Ivan Cantu     | 10/03/2008 04:18 PM             | APRV   |
| 3                               | Auditor's Office    |                | 10/03/2008 05:27 PM             | NEW    |
| Form Started By: Erika Reyna    |                     |                | Started On: 10/03/2008 03:59 PM |        |
| Final Approval Date: 10/03/2008 |                     |                |                                 |        |

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**DATE:** October 3, 2008

**DEPARTMENT HEAD:** Valde Guerra

**DEPARTMENT NAME:** Dept. of Budget and Mgmt. for Disaster/Flood 8/16/08

**ACCOUNT NUMBER:** 8-1100-415-00-115-07X-0-350

**SUBJECT: Interdepartmental Transfer**

Honorable Commissioners' Court of Hidalgo County:

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

| ACCOUNT NUMBER                          | ACCOUNT NAME                                  | INCREASE (DECREASE)<br>AMOUNT |
|-----------------------------------------|-----------------------------------------------|-------------------------------|
| <b>FROM</b>                             |                                               |                               |
| 8-1100-415-00-115-075-0-350             | HURRICANE IKE - CONTRACTUAL SERVICES          | (4,375.00)                    |
| <b>TO</b>                               |                                               |                               |
| 8-1100-415-00-115-074-0-350             | DISASTER/FLOOD 8/16/08 - CONTRACTUAL SERVICES | 4,375.00                      |
|                                         |                                               |                               |
|                                         |                                               |                               |
|                                         |                                               |                               |
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|                                         |                                               |                               |
|                                         |                                               |                               |
|                                         |                                               |                               |
|                                         |                                               |                               |
| <b>TOTAL BUDGET INCREASE (DECREASE)</b> |                                               | <b>0.00</b>                   |

**REASON:** To fund rental of vacuum trucks for extraction of rainfall due to torrential rains of 8/16/08.

DEPARTMENT HEAD SIGNATURE

**APPROVED COMMISSIONERS' COURT**

DATE

**ATTEST COUNTY CLERK**

**AI-11475**

**21.D.**

**Cause No. C-2223-08-E**

**CC REGULAR**

**Date:** 10/07/2008

**Submitted By:** Norma Silva, BUDGET & MANAGEMENT

**Submitted For:** Valde Guerra

**Department:** BUDGET & MANAGEMENT

**Agenda Area:** Closed Session

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**Information**

**CAPTION**

Cause No. C-2223-08-E; Adrian Macal vs Sheriff Lupe Trevino and County of Hidalgo

**BACKGROUND**

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**Fiscal Impact**

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**Attachments**

*No file(s) attached.*

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**Form Routing/Status**

| Route Seq | Inbox                 | Approved By    | Date                | Status |
|-----------|-----------------------|----------------|---------------------|--------|
| 1         | Budget & Management   | Veronica Lopez | 10/01/2008 09:20 AM | APRV   |
| 2         | Auditor's Office      | Becky Morales  | 10/02/2008 01:46 PM | APRV   |
| 3         | Purchasing Department | Marty Salazar  | 10/02/2008 03:49 PM | APRV   |
| 4         | Court Administrator   | Angela Garcia  | 10/02/2008 03:50 PM | APRV   |

Form Started By: Norma Silva  
Started On: 10/01/2008 09:05 AM  
Final Approval Date: 10/02/2008

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**AI-11529**

**21.E.**

**Cause No. CL-04-1688-D**

**CC REGULAR**

**Date:** 10/07/2008

**Submitted By:** Norma Silva, BUDGET & MANAGEMENT

**Submitted For:** Valde Guerra

**Department:** BUDGET & MANAGEMENT

**Agenda Area:** Closed Session

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**Information**

**CAPTION**

Cause No. CL-04-1688-D; Fitzgerald Construction, Inc. vs Hidalgo County Head Start Program and County of Hidalgo

**BACKGROUND**

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**Fiscal Impact**

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**Attachments**

*No file(s) attached.*

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**Form Routing/Status**

| Route Seq | Inbox                 | Approved By    | Date                | Status |
|-----------|-----------------------|----------------|---------------------|--------|
| 1         | Budget & Management   | Veronica Lopez | 10/02/2008 11:12 AM | APRV   |
| 2         | Auditor's Office      | Becky Morales  | 10/02/2008 02:53 PM | APRV   |
| 3         | Purchasing Department | Marty Salazar  | 10/02/2008 05:01 PM | APRV   |
| 4         | Court Administrator   | Angela Garcia  | 10/03/2008 07:55 AM | APRV   |

Form Started By: Norma Silva

Started On: 10/02/2008 09:49 AM

Final Approval Date: 10/03/2008

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**AI-11476**

**22.D.**

**Cause No. C-2223-08-E**

**CC REGULAR**

**Date:** 10/07/2008

**Submitted By:** Norma Silva, BUDGET & MANAGEMENT

**Submitted For:** Valde Guerra

**Department:** BUDGET & MANAGEMENT

**Agenda Area:** Open Session

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**Information**

**CAPTION**

Cause No. C-2223-08-E; Adrian Macal vs Sheriff Lupe Trevino and County of Hidalgo

**BACKGROUND**

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**Fiscal Impact**

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**Attachments**

*No file(s) attached.*

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**Form Routing/Status**

| Route Seq | Inbox                 | Approved By    | Date                | Status |
|-----------|-----------------------|----------------|---------------------|--------|
| 1         | Budget & Management   | Veronica Lopez | 10/01/2008 09:20 AM | APRV   |
| 2         | Auditor's Office      | Becky Morales  | 10/02/2008 01:47 PM | APRV   |
| 3         | Purchasing Department | Marty Salazar  | 10/02/2008 03:49 PM | APRV   |
| 4         | Court Administrator   | Angela Garcia  | 10/02/2008 03:50 PM | APRV   |

Form Started By: Norma Silva

Started On: 10/01/2008 09:10 AM

Final Approval Date: 10/02/2008

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**AI-11530**

**22.E.**

**Cause No. CL-04-1688-D**

**CC REGULAR**

**Date:** 10/07/2008

**Submitted By:** Norma Silva, BUDGET & MANAGEMENT

**Submitted For:** Valde Guerra

**Department:** BUDGET & MANAGEMENT

**Agenda Area:** Open Session

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**Information**

**CAPTION**

Cause No. CL-04-1688-D; Fitzgerald Construction, Inc., vs Hidalgo County Head Start Program and County of Hidalgo

**BACKGROUND**

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**Fiscal Impact**

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**Attachments**

*No file(s) attached.*

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**Form Routing/Status**

| Route Seq | Inbox                 | Approved By    | Date                | Status |
|-----------|-----------------------|----------------|---------------------|--------|
| 1         | Budget & Management   | Veronica Lopez | 10/02/2008 11:12 AM | APRV   |
| 2         | Auditor's Office      | Becky Morales  | 10/02/2008 02:53 PM | APRV   |
| 3         | Purchasing Department | Marty Salazar  | 10/02/2008 05:01 PM | APRV   |
| 4         | Court Administrator   | Angela Garcia  | 10/03/2008 07:55 AM | APRV   |

Form Started By: Norma Silva

Started On: 10/02/2008 09:51 AM

Final Approval Date: 10/03/2008

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