AI-12850 **6.B.**

Deputy Constable Exclusion from Civil Service

CC REGULAR

Date: 12/16/2008
Submitted By: Monica Badillo, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Category: Comm. Court Executive Officer

Information

CAPTION

Discussion, consideration and appropriate action regarding a Civil Service Commission agenda item to exclude Deputy Constables from the County Civil Service System.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	12/12/2008 02:55 PM	APRV
2	Rosalinda Cantu	Rosie Cantu	12/12/2008 05:16 PM	NEW-R
Form Started By: Monica Badillo			Started On: 12/12/2008 02:47 PM	
Final Approval Date: 12/12/2008				

AI-12834 **6.C.**

Appropriation for Hurricane Dolly Expenditures (25% of Ashbritt Invoices) CC REGULAR

Date: 12/16/2008
Submitted By: Erika Reyna, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Category: Comm. Court Executive Officer

Information

CAPTION

1. Authorization for County Treasurer to issue payment to Ashbritt Environmental, Inc. for invoices totaling $1,808,755.33 after Auditor review and and audit procedures have been completed.
2. Approval and authorization of 2008 appropriation in the amount of $452,188.83 (25% of Ashbritt Invoices) from General Fund (1100) unreserved fund balance as per Texas Local Government Code Section 111.070 to address emergency expenditures related to Hurricane Dolly.
3. Approval and authorization to set up a receivable in the amount of $1,356,566.50 which represents a 75% reimbursement from FEMA and or Local Jurisdictions for debris removal.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1100-415-00-115-072-0-350
FUNDS AVAILABLE Y/N?: Pending **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Available balance is $263,931.15 as of 12/11/08. Additional funding is pending the appropriation in item #2, in the amount of $452,188.83. Funding available available for appropriation as of 12/11/08.

Attachments

Link: BA

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	12/11/2008 04:30 PM	APRV
2	Dale Kennan	Dale Kennan	12/11/2008 05:17 PM	APRV
3	Auditor's Office	Linda Fong	12/12/2008 11:41 AM	APRV
4	Purchasing Department	Marty Salazar	12/12/2008 12:56 PM	APRV

Form Started By: Erika Reyna Started On: 12/11/2008 03:55 PM

Final Approval Date: 12/12/2008

DATE: December 11, 2008

DEPARTMENT HEAD: Valde Guerra

DEPARTMENT NAME: Dept. of Budget & Mgmt for Hurricane Dolly (1100)

ACCOUNT NUMBER: 8-1100-415-00-115-072-0-350

Contact Person: Rey Salazar **Ph#** (956) 292-7025 Ext. 5426

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT
8-1100-415-00-115-072-0-350	HURRICANE DOLLY - CONTRACTUAL SERVICES	452,188.83
	TOTAL BUDGET INCREASE (DECREASE)	$ 452,188.83

REASON: To appropriate funding for debris collection and removal contractual obligations related to Hurricane Dolly.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-12830 **6.D.**

Order - Tax Reinvestment Zone

CC REGULAR

Date:	12/16/2008
Submitted By:	Monica Badillo, BUDGET & MANAGEMENT
Department:	BUDGET & MANAGEMENT
Agenda Category:	Comm. Court Executive Officer

Information

CAPTION

1. Amendment to Economic Development Incentives Program Guidelines & Criteria under Chapter 381 of the Texas Local Government Code
2. Chapter 381 Development Agreement with EIA Properties, LTD., Stag Holdings, LTD., Ben F. Vaughan III and Frost National Bank as Co-Trustees of GTD Trusts No. 2 for Genevieve and Ben F. Vaughan, III
3. Chapter 381 Development Agreement with BLB Real Estate, LTD. and Lamar Burns Family Limited Partnership
4. Approval of an Order calling for the establishment of Transportation Reinvestment Zone Number One, County of Hidalgo and the Future Abatement of Ad Valorem Taxes on Property located in Transportation Reinvestment Zone Number One, County of Hidalgo

BACKGROUND

Legal Counsel is currently reviewing agreements (Item 2 & 3); these will be provided later today or hand out at CC.

Fiscal Impact

Attachments

Link: Amendment

Link: order

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	12/11/2008 03:32 PM	APRV
2	Erika Reyna	Erika Reyna	12/11/2008 05:00 PM	APRV
3	Auditor's Office	Monica Badillo	12/12/2008 09:51 AM	APRV
4	Manuel Chapa	Manuel Chapa	12/12/2008 10:54 AM	APRV
5	Purchasing Department	Marty Salazar	12/12/2008 12:56 PM	APRV

Form Started By: Monica Badillo — Started On: 12/11/2008 02:55 PM

Final Approval Date: 12/12/2008

ORDER ADOPTING AMENDMENT TO COUNTY OF HIDALGO ECONOMIC DEVELOPMENT INCENTIVES PROGRAM GUIDELINES & CRITERIA UNDER CHAPTER 381 OF THE TEXAS LOCAL GOVERNMENT CODE

WHEREAS, the Commissioners Court of Hidalgo County, Texas, established an economic development program (the "381 Program") to unify public and private entities within and outside of Hidalgo County for the purpose of communicating, collaborating and coordinating efforts that promote a sustainable and healthy economic future for Hidalgo County and to stimulate business and commercial activity in the county under Texas Local Government Code, Section 381.004, and other statutes.

WHEREAS, the Commissioners Court of Hidalgo County desires to amend the 381 Program in order to better provide for the simulation of business and commercial activity in Hidalgo County.

NOW, THEREFORE IT IS HEREBY ORDERED that the Commissioners Court of Hidalgo County, Texas, hereby adopts the Amedment to Economic Development Incentives Program Guidelines & Criteria attached as Exhibit A.

PASSED, APPROVED, ADOPTED AND ORDERED, this the ___ day of December, 2008 by the Commissioners Court of Hidalgo County, Texas.

Juan D. Salinas III County Judge	Hector "Tito" Palacios Commissioner, Pct. 2
Sylvia S. Handy Commissioner, Pct. 1	Oscar Garza, Jr. Commissioner, Pct. 4
Joe M. Flores Commissioner, Pct. 3	

ATTEST:

Arturo Guajardo, Jr.
County Clerk

APPROVED AS TO FORM:

ATLAS & HALL, L.L.P.

By: _____
Stephen L. Crain

EXHIBIT A

AMENDMENT TO

ECONOMIC DEVELOPMENT INCENTIVES PROGRAM

GUIDELINES & CRITERIA FOR PARTICIPATION IN PROJECTS UNDER CHAPTER 381 OF THE TEXAS LOCAL GOVERNMENT CODE

1. The first paragraph of Section V of Hidalgo's Economic Development Incentives Program Guidelines and Criteria for Participation in Projects Under Chapter 381 of the Texas Local Government Code (the "381 Program Guidelines and Criteria") is amended to read in its entirety as follows:

> The decision to provide any economic development incentives will be considered on a project-by-project basis, in accordance with the criteria set forth in this policy, and at the discretion of the Hidalgo County Commissioners Court who, with respect to:
>
> (i) applicants who submitted a written request for incentives prior to November 13, 2007; and
>
> (ii) applicants concerning projects within any existing or proposed Hidalgo County transportation reinvestment zone in accordance with Section 222.107 of the Texas Transportation Code.
>
> may waive some or all of the criteria set forth in this policy if reasonable proof is shown of why the waiver is needed an of the benefit to the County of granting the economic development incentive.

2. Except as expressly amended hereby, the 381 Program Guidelines and Criteria are hereby ratified and confirmed.

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

ORDER CALLING FOR THE ESTABLISHMENT OF TRANSPORTATION REINVESTMENT ZONE NUMBER ONE, COUNTY OF HIDALGO AND THE FUTURE ABATEMENT OF AD VALOREM TAXES ON PROPERTY LOCATED IN TRANSPORTATION REINVESTMENT ZONE NUMBER ONE, COUNTY OF HIDALGO

WHEREAS, Section 222.107 of the Texas Transportation Code (the "Code") allows for the creation of a county transportation reinvestment zone ("TRZ") for the purpose of promoting a transportation project which will facilitate the movement of traffic, promote public safety, and enhance the ability of a local entity to sponsor a project which will receive pass-through funding under Section 222.104 of the Code; and

WHEREAS, Section 222.107 authorizes the abatement of a portion of the ad valorem taxes imposed by a county on all real property located in a TRZ in an amount not to exceed the tax increment, defined generally as the amount of ad valorem taxes attributable to the excess of the appraised value of property in the TRZ over the appraised value of such property for the year in which the TRZ was established; and

WHEREAS, Hidalgo County, in conjunction with the Hidalgo County Regional Mobility Authority ("HCRMA"), is currently pursuing the development of the Hidalgo Loop Project, a transportation project being developed under Section 222.104 of the Code; and

WHEREAS, the Hidalgo County Commissioners Court finds that the area depicted generally on the map attached hereto as Attachment "A" and described more specifically in the boundary description attached hereto as Attachment "B" is unproductive and underdeveloped; and

WHEREAS, in order to facilitate development of the Hidalgo Loop Project and as permitted by Section 222.107, the Hidalgo County Commissioners Court proposes to establish "Transportation Reinvestment Zone Number One, County of Hidalgo" (the "Zone") in the area depicted generally on the map attached hereto as Attachment "A" and described more specifically in the boundary description attached hereto as Attachment "B"; and

WHEREAS, the Hidalgo County Commissioners Court finds that the designation of the Zone will promote public safety, facilitate the development or redevelopment of property, facilitate the movement of traffic, and promote the development of the Hidalgo Loop Project pursuant to Section 222.104 of the Act; and

WHEREAS, the Hidalgo County Commissioners Court finds that the promotion of the Hidalgo Loop Project will cultivate development or redevelopment of the Zone; and

WHEREAS, the Hidalgo County Commissioners Court will take action in the future to establish an economic development fund and facilitate the collection and use of a designated portion of the abated taxes for the benefit of the Hidalgo Loop Project; and

WHEREAS, after providing the notice required by Subsection 222.107(e) of the Act, the Hidalgo County Commissioner Court held a public hearing on November 4, 2008 on the creation of the Zone, its benefits to Hidalgo County and to the property in the Zone, and the eventual abatement of ad valorem taxes imposed by the County on real property located in the Zone; and

WHEREAS, the Commissioners Court heard interested persons speak for and against the designation of the Zone, its boundaries, and the abatement of County taxes on real property in the Zone.

THEREFORE, BE IT NOW ORDERED BY THE HIDALGO COUNTY COMMISSIONERS COURT, that:

1. The area described in the boundary description attached hereto as Attachment "A" and described more specifically in the boundary description attached hereto as Attachment "B" shall be and is hereby designated as "Transportation Reinvestment Zone Number One, County of Hidalgo"; and

2. The designation of the Zone takes effect immediately upon passage of this Order; and

3. The portion of the tax increment on property within the Zone that will be abated and dedicated for use directly for the Hidalgo Loop Project, and the means to collect those amounts for such use, will be established through action by the Commissioners Court and an interlocal agreement with HCRMA; and

4. The portion of the tax increment to be collected and dedicated to a fund, administered by or through the County for the purpose of promoting economic development through financial assistance for road infrastructure which complements or supports the Hidalgo Loop Project, will be established through action by the Commissioners Court and an interlocal agreement with HCRMA, including the identification of criteria to permit access to such fund; and

5. To the extent that real property located in the Zone is also located in an existing tax increment reinvestment zone ("TIRZ") created pursuant to Chapter 311 of the Texas Tax Code, the County shall continue to levy taxes on such real property in an amount sufficient to allow the County to fulfill its obligations to the TIRZ regardless of the abatement of taxes on property in the Zone until such time that the TIRZ is terminated. Following termination of the TIRZ, the abatement of taxes on real property previously located in the TIRZ shall take full effect.

WHEREUPON MOTION MADE BY COMMISSIONER _____ AND SECONDED BY COMMISSIONER _____, THE ORDER AUTHORIZING THE ESTABLISHMENT OF TRANSPORTATION REINVESTMENT ZONE NUMBER ONE, COUNTY OF HIDALGO, was passed on a vote of _____ for and ___ against. This ORDER being adopted, the County Judge is authorized to sign the ORDER and the County Clerk is instructed to record the ORDER in the official minutes of the Commissioners Court.

Approved and signed this _____ day of December, 2008.

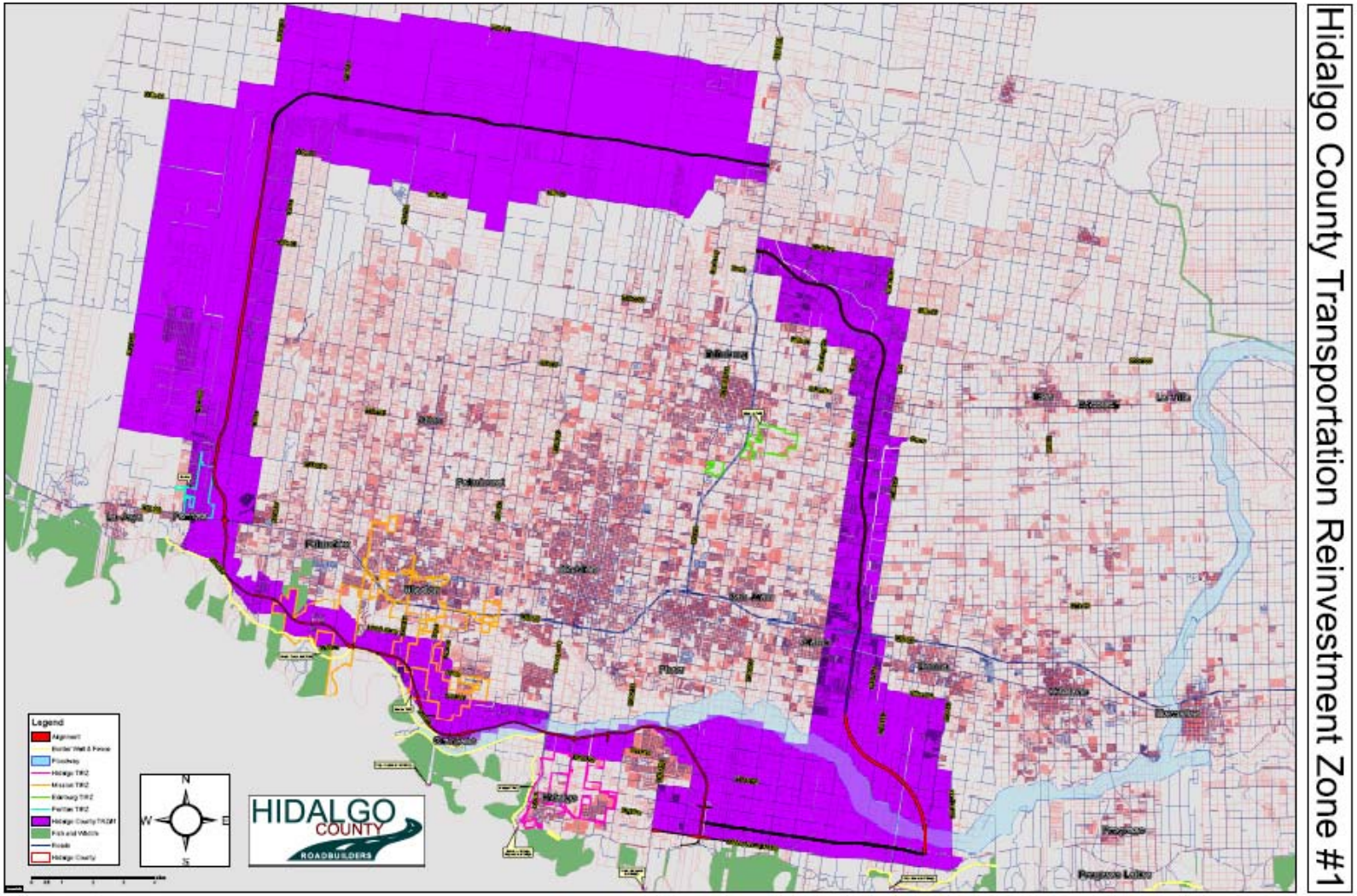
_____
J. D. Salinas, III, County Judge

ATTEST:

_____
Arturo Guajardo, Jr. County Clerk

ATTACHMENT "A"

Map Depicting Transportation Reinvestment Zone Number One, County of Hidalgo



ATTACHMENT "B"

TRANSPORTATION REINVESTMENT ZONE NUMBER ONE, COUNTY OF HIDALGO

BOUNDARY DESCRIPTION

BEGINNING at the intersection of the centerline of Davis Street and the centerline of Expressway 281, within the city limits of City of Edinburg;

THENCE Northerly, along the centerline of Expressway 281, to the intersection of the said centerline and the extension of the north line of the 10.57 acre tract described in the deed to J & D Produce, Inc., recorded under Document Number 1025253, in the County Clerk Records of Hidalgo County, Texas;

THENCE Easterly, along said extension and continuing along the north line of said 10.57 acre J & D Produce, Inc. tract, to the northeast corner of said 10.57 acre J & D Produce, Inc. tract, in the east City Limit line of City of Edinburg;

THENCE Southerly, along the east line of said 10.57 acre J & D Produce, Inc. tract, and the east City Limit line of Edinburg, to the intersection of the east line of said 10.57 acre J & D Produce, Inc. tract and the extension of the centerline of Benito A Ramirez Road (Pinkston);

THENCE Easterly, exiting the city limits of City of Edinburg, along said extension and continuing along the centerline of Benito A Ramirez Road (Pinkston), to the intersection of said centerline and the centerline of Brushline Road East;

THENCE Southerly, along the centerline of Brushline Road East, to the intersection of said centerline and the centerline of Mile 19 North Road;

THENCE Easterly, along the centerline of Mile 19 North Road, to the intersection of said centerline and the centerline of Uresti Street;

THENCE Southerly, along the centerline of Uresti Street, to the intersection of said centerline and the centerline of FM 1925 (East Monte Cristo Road);

THENCE Westerly, along the centerline of FM 1925 (East Monte Cristo Road), to the intersection of said centerline and the centerline of 83rd Street (3rd Street);

THENCE Southerly, along the centerline of 83rd Street (3rd Street), to the intersection of said centerline and the centerline of Highway 107;

THENCE Westerly, along the centerline of Highway 107, to the intersection of said centerline and the centerline of South 83rd Street (3rd Street);

THENCE Southerly, along the centerline of South 83rd Street, to the intersection of said centerline and the centerline of Tex Mex Road;

THENCE Easterly, along the centerline of Tex Mex Road, to the intersection of said centerline and the centerline of South 83rd Street;

THENCE Southerly, along the centerline of South 83rd Street, to the intersection of said centerline and the centerline of Curve Road;

THENCE Easterly, along the centerline of Curve Road, to the intersection of said centerline and the centerline of FM 1423 (South Val Verde Road);

THENCE Southerly, along the centerline of FM 1423 (South Val Verde Road) and continuing along the centerline of FM 1423 (North Val Verde Road), entering the city limits of City of Donna, to the intersection of said FM 1423 (North Val Verde Road) and the centerline of West Expressway 83;

THENCE Easterly, along the centerline of West Expressway 83, to the intersection of said centerline and the centerline of Donna Main Canal;

THENCE Southerly, along the centerline of Donna Main Canal, exiting, entering, and exiting the city limits of City of Donna, to the intersection of said centerline and the extension of the north line of the north 5 acres of Lot 11, described in the deed to Richard N. Cohrs, et al., recorded under Document Number 920040, in the County Clerk Records of Hidalgo County, Texas;

THENCE Easterly, along said extension and continuing along the north line of said 5 acre Richard N. Cohrs, et al. tract, to the intersection of the extension of the north line of said Richard N. Cohrs, et al. tract, and the centerline of FM 1423 (Valley View Road);

THENCE Southerly, along the centerline of FM 1423 (Valley View Road), to the intersection of said centerline and the extension of the north line of 9.93 acre tract described in the deed to Daryle R. Cohrs, et al., recorded under Document Number 1088339, in the County Clerk Records of Hidalgo County, Texas;

THENCE Easterly, along said extension and continuing along the north line of said 9.93 acre Daryle R. Cohrs, et al. tract, to the northeast corner of said 9.93 acre Daryle R. Cohrs, et al. tract;

THENCE Southerly, along the east line of said 9.93 acre Daryle R. Cohrs, et al. tract, to the northwest corner of the 102.77 acre tract described as Tract VIII, in the deed to Hidalgo South Alliance Corporation, recorded under Instrument Number 2006-1621337, in the Official Records of Hidalgo County, Texas;

THENCE Easterly, along the north line of said 102.77 acre Hidalgo South Alliance Corporation tract, and continuing along the centerline of Stites Road, partially along the

City Limit line of City of Donna, and entering the city limits of City of Donna, to the intersection of said centerline and the centerline of South FM 493;

THENCE Southerly, along the centerline of South FM 493, partially along the City Limit line of City of Donna, and exiting the city limits of City of Donna, to the intersection of said centerline and the extension of the north line of Lot 3, Block 31, of La Donna Plat Subdivision (Volume 1, Page 51, in the Map Records of Hidalgo County, Texas) included in the deed to Richard N. Cohrs, et ux., recorded under Document Number 497247, in the County Clerk Records of Hidalgo County, Texas;

THENCE Easterly, along said extension and continuing along the north lines of Lot 3, Block 31, Richard N. Cohrs, et ux. tract, and a south line of the 238.22 acre tract described in the deed to Richard N. Cohrs, et ux., recorded under Document Number 497247, in the County Clerk Records of Hidalgo County, Texas, to the intersection of the extension of said south line of said 238.22 acre Richard N. Cohrs, et ux. tract and the centerline of Soderquist Road;

THENCE Southerly, along the centerline of Soderquist Road, continuing along the west lines of Lots 1 and 3, Block 56, La Donna Subdivision (Volume 1, Page 51, in the Map Records of Hidalgo County, Texas) included in the deed to Hardwicke, Hardwicke & Hardwicke, Ltd., recorded under Instrument Number 2007-1840311, in the Official Records of Hidalgo County, Texas, continuing along the east line of the tract described in the deed to Hardwicke, Hardwicke & Hardwicke, recorded under Instrument Number 2007-1840311, in the Official Records of Hidalgo County, Texas, and the east line of the 773.53 acre tract described in the deed to A. C. Fuller, et al., recorded under Document Number 374315, in the Official Records of Hidalgo County, Texas, to an angle corner of said 773.53 acre A. C. Fuller, et al. tract;

THENCE Easterly, along a north line of said A. C. Fuller, et al. tract, to the most easterly northeast corner of said 773.53 acre A. C. Fuller, et al. tract;

THENCE Southerly, along an east line of said 773.53 acre A. C. Fuller, et al. tract, to an angle corner of said 773.53 acre A. C. Fuller, et al. tract;

THENCE Westerly, along a south line of said 773.53 acre A. C. Fuller, et al. tract, to an angle corner of said 773.53 acre A. C. Fuller, et al. tract;

THENCE Southerly, along an east line of said 773.53 acre A. C. Fuller, et al. tract, to the intersection of said east line of said 773.53 acre A. C. Fuller, et al. tract, and the centerline of Military Highway;

THENCE Westerly, along the centerline of Military Highway, partially along the City Limit line of City of San Juan, and entering the city limits of City of Pharr, to the intersection of said centerline and the centerline of US 281 (South Cage Boulevard);

THENCE Northerly, along the centerline of US 281 (South Cage Boulevard), to the intersection of said centerline and the centerline of Las Milpas Road;

THENCE Easterly, along the centerline of Las Milpas Road, to the intersection of said centerline and the centerline of "I" Road, in the City Limit line of City of Pharr;

THENCE Northerly, along the centerline of "I" Road, along the City Limit line of City of Pharr, and partially along the City Limit line of City of San Juan, to the intersection of said centerline and the extension of the south line of the West ½ of Lot 319 and the East ½ of Lot 320, of Kelly-Pharr Subdivision described in the deed to Carkenord and Sons Contactors, Inc., recorded under Volume 2335, Page 648, in the County Clerks Records of Hidalgo County, Texas;

THENCE Westerly, along said extension and continuing along the south line of said Carkenord and Sons Contractors, Inc. tract, to the southwest corner of said Carkenord and Sons Contractors, Inc. tract;

THENCE Northerly, along the west line of said Carkenord and Sons Contractors, Inc. tract, to the intersection of the extension of the west line of said Carkenord and Sons Contractors, Inc. tract, and the centerline of Thomas Drive;

THENCE Westerly, along the centerline of Thomas Drive, to the intersection of said centerline and the extension of the west line of the 25.00 acre tract described in the deed to Pharr-San Juan-Alamo Independent School District, recorded under Document Number 743623, in the County Clerk Records of Hidalgo County, Texas;

THENCE Northerly, along said extension and continuing along the west line of said 25.00 acre Pharr-San Juan-Alamo Independent School District tract, to the northwest corner of said 25.00 acre Pharr-San Juan-Alamo Independent School District tract, common to the southeast corner of the 26.37 acre tract described in the deed to Bobby Evans, et al., recorded under Instrument Number 2007-1709229, in the Official Records of Hidalgo County, Texas;

THENCE Westerly, along the south line of said 26.37 acre Bobby Evans, et al. tract, to the intersection of the extension of the south line of said 26.37 acre Bobby Evans, et al. tract and the centerline of US 281 (South Cage Boulevard);

THENCE Northerly, along the centerline of US 281 (South Cage Boulevard), to the intersection of said centerline and the extension of the southwest line of the 11.40 acre tract described in the deed to Gilberto Elissetche, recorded under Document Number 1110698, in the County Clerk Records of Hidalgo County, Texas;

THENCE Northwesterly, along said extension and continuing along the southwest lines of said 11.40 acre Gilberto Elissetche tract, and the 8.20 acre tract described in the deed to Andy Garza, recorded under Document Number 2007-1727373, in the Official Records of Hidalgo County, Texas, partially along the City Limit line of City of Pharr, to

the west corner of said 8.20 acre Andy Garza tract, in the south line of Lot 282, of Kelley-Pharr Subdivision described in the deed to Sam Jones, et al., recorded under Volume 1742, Pg. 484, in the County Clerks Records of Hidalgo County, Texas;

THENCE Westerly, along the south lines of said Lot 282, Sam Jones, et al. tract, and the 11.809 acre tract described in the deed to Braden & Treyton Holdings, Ltd, recorded under Document Number 2005-1547809, in the County Clerks Records of Hidalgo County, Texas, along the City Limit line of City of Pharr, to the west corner of said 11.809 acre Braden & Treyton Holdings, Ltd. tract, common to the northeast corner of the portion of Lot 296, Kelly-Pharr Subdivision described in the deed to G.E. Roney, recorded under Volume 1245, Page 201, in the County Clerk Records of Hidalgo County, Texas;

THENCE Southerly, along the east line of said G.E. Roney tract, along the City Limit line of City of Pharr, to the southeast corner of said G.E. Roney tract;

THENCE Southwesterly, along the south line of said G.E. Roney tract, along the City Limit line of City of Pharr, to the southwest corner of said G.E. Roney tract, in the east line of the 27.79 acre tract described in the deed to Juan M. Pena, recorded under Document Number 797076, in the County Clerk Records of Hidalgo County, Texas;

THENCE Southerly, along the east lines of said 27.79 acre Juan M. Pena tract, the tract described in the deed to Noe Izaguirre, recorded under Document Number 788306, in the County Clerk Records of Hidalgo County, Texas, the tract described in the deed to Francisco Velazquez, et ux., recorded under Document Number 2007-1760981, in the Official Records of Hidalgo County, Texas, the tract described in the deed to Guillermo Eloy Silva Orozco, recorded under Document Number 766858, in the County Clerk Records of Hidalgo County, Texas, the tract described in the deed to Alejandro Cepeda, et al., recorded under Document Number 384631, in the County Clerk Records of Hidalgo County, Texas, the tract described in the deed to Jose Santos Ruiz, recorded under Document Number 1032909, in the County Clerk Records of Hidalgo County, Texas, the tract described in the deed to Belinda Garza, recorded under Document Number 1119758, in the County Clerk Records of Hidalgo County, Texas, the tract described in the deed to Tamara Rodriguez, recorded under Document Number 2007-1737919, in the Official Records of Hidalgo County, Texas, the 5.0 acre tract described in the deed to Ricardo Bravo, et ux., recorded under Document Number 396765, in the County Clerk Records of Hidalgo County, Texas, and the tract described as Lot 7 and the South 35 acres of Lot 8, Block 11, A.J. McColl Subdivision, as described in the deed to Paul D. Moore, Sr., recorded under Deed Number 1873, in the County Clerk Records of Hidalgo County, Texas, to the intersection of the extension of the east line of said Paul D. Moore tract and the centerline of Thomas Road;

THENCE Westerly, along the centerline of Thomas Road, to the intersection of said centerline and the centerline of FM 2061 (Jackson Road), in the City Limit line of City of Pharr;

THENCE Southerly, along the centerline of FM 2061 (Jackson Road), along the City Limit line of City of Pharr, to the intersection of said centerline and the centerline of FM 3072 (Dicker Drive), in the City Limit line of City of Pharr and the City Limit line of City of Hidalgo;

THENCE Westerly, along the centerline of FM 3072 (Dicker Drive), partially along the City Limit line of City of Hidalgo, exiting the City Limits of City of Hidalgo, entering the City Limits of City of McAllen, to the intersection of said centerline and the centerline of Spur 115 (South 23rd);

THENCE Northerly, along the centerline of Spur 115 (South 23rd), to the intersection of said centerline and the extension of the south line of Lot 1, Block 6, Rio Bravo Subdivision (Volume W, Page 197, in the Map Records of Hidalgo County, Texas) included in the deed to Edna Salinas, recorded under Instrument Number 2007-1816233, in the Official Records of Hidalgo County, Texas;

THENCE Westerly, exiting the City Limits of City of McAllen, along said extension and continuing along the south lines of the following: said Lot 1, Edna Salinas tract, Lot 2, Block 6, Rio Bravo Subdivision (Volume W, Page 197, in the Map Records of Hidalgo County, Texas) included in the deed to Southmost Farm L.P., recorded under Document Number 1092711, in the County Clerk Records of Hidalgo County, Texas, Lot 3, Block 5, of Rio Bravo Irrigation Company's Subdivision described in the deed to John E. Pawlik, et al., recorded under Instrument Number 17793, in the County Clerks Records of Hidalgo County, Texas, Lot 4, Block 5, Rio Bravo Plantation Company's Subdivision, described in the deed to McAllen Trade Zone, Inc., recorded under Volume 1176, Page 1004, in the County Clerk Records of Hidalgo County, Texas, the east ½ of Lot 5, Block 5, of Rio Bravo Plantation Company Subdivision described in the deed to Republic Land Technology, L.L.C., recorded under Document Number 693496, in the County Clerk Records of Hidalgo County, Texas, and Lot 6, Block 6, Rio Bravo Subdivision (Volume W, Page 197, in the Map Records of Hidalgo County, Texas) included in the deed to Hunt Valley Industrial I, L.P., recorded under Document Number 1153789, in the County Clerk Records of Hidalgo County, Texas, to the intersection of the extension of the south line of said Lot 6 Hunt Valley Industrial I, L.P. tract and the centerline of South Bentsen Road, in the City Limit line of City of McAllen;

THENCE Southerly, along the centerline of South Bentsen Road, along the City Limit line of City of McAllen, to the intersection of said centerline and the extension of the south line of Lot 28, John H. Shary Subdivision (Volume 0, Page 18, in the Map Records of Hidalgo County, Texas) included in the deed to Hunt Valley Industrial I, L.P., recorded under Document Number 1153789, in the County Clerk Records of Hidalgo County, Texas;

THENCE Westerly, entering the City Limits of City of McAllen, along said extension and continuing along the south lines of said Lot 28, Hunt Valley Industrial I, L.P. tract and Lot 27 John H. Shary Subdivision (Volume 0, Page 18, in the Map Records of Hidalgo County, Texas) included in the deed to Hunt Valley Industrial I, L.P., recorded under

Document Number 1153789, in the County Clerk Records of Hidalgo County, Texas, to the southwest corner of said Lot 27, Hunt Valley Industrial I, L.P. tract, common to the northeast corner of Lot 16, John H. Shary Subdivision (Volume 0, Page 18, in the Map Records of Hidalgo County, Texas) included in the deed to Hunt Valley Industrial I, L.P., recorded under Document Number 1153789, in the County Clerk Records of Hidalgo County, Texas;

THENCE Southerly, along the east line of said Lot 16 Hunt Valley Industrial I, L.P. tract, to the southeast corner of said Lot 16 Hunt Valley Industrial I, L.P. tract;

THENCE Westerly, along the south lines of said Lot 16 Hunt Valley Industrial I, L.P. tract, and Lot 15 John H. Shary Subdivision (Volume 0, Page 18, in the Map Records of Hidalgo County, Texas) included in the deed to Hunt Valley Industrial I, L.P., recorded under Document Number 1153789, in the County Clerk Records of Hidalgo County, Texas, exiting the City Limits of City of McAllen, and entering the City Limits of City of Granjeno, to the intersection of the extension of the south line of said Lot 15 Hunt Valley Industrial I, L.P. tract and the centerline of FM 494 (South Shary Road);

THENCE Southerly, along the centerline of FM 494 (South Shary Road), continuing Westerly and Northwesterly, along the centerline of FM 494, exiting the City Limits of City of Granjeno, partially along the City Limit line of City of Mission, entering the City Limits of City of Mission, to the intersection of said centerline and the centerline of FM 1016 (West Military Road);

THENCE Northwesterly, and Westerly, along the centerline of FM 1016 (West Military Road), partially along the City Limit line of City of Mission, to the intersection of said centerline and the centerline of County Road 2791 (Military Road);

THENCE Westerly and Northwesterly, along the centerline of said County Road 2791 (Military Road), exiting the City Limits of City of Mission, entering and exiting the City Limits of City of Mission, partially along the City Limit line of City of Mission, to the intersection of said centerline and the centerline of FM 2062 (South Bentsen Palm Drive);

THENCE Southerly, along the centerline of FM 2062 (South Bentsen Palm Drive), along the City Limit line of City of Mission, to the intersection of said centerline and the extension of the south line of the 61.35 acre tract described as Tract 1 in the deed to Texas Parks & Wildlife Department, recorded under Document Number 1110947, in the County Clerk Records of Hidalgo County, Texas;

THENCE Westerly, along said extension and continuing along the south lines of said 61.35 acre Texas Parks & Wildlife Department tract, and the 563.16 acre tract described as Shiba Farms in the deed to ML Rhodes, Ltd., recorded under Document Number 1071241, in the County Clerk Records of Hidalgo County, Texas, to the most southerly southwest corner of said 563.16 acre ML Rhodes, Ltd. tract;

THENCE Northerly, along a west line of said 563.16 acre ML Rhodes, Ltd. tract, along the City Limit line of City of Mission, to the intersection of the extension of the west line of said 563.16 acre ML Rhodes, Ltd. tract and the centerline of West Military Road (Military Parkway)(Old Military Road);

THENCE Westerly and Northwesterly, along the centerline of West Military Road (Military Parkway)(Old Military Road), partially along the City Limit line of City of Mission, partially along the City Limit line of City of Abram, exiting the City Limits of City of Mission, entering and exiting the City Limits of City of Abram, partially along the City Limit line of City of Penitas, entering the City Limits of City of Penitas, to the intersection of said centerline and the centerline of FM 1427 (South Main Street);

THENCE Northeasterly and Northerly, along the centerline of FM 1427 (South Main Street), to the intersection of said centerline and the centerline of Expressway 83;

THENCE Westerly, along the centerline of Expressway 83, to the intersection of said centerline and the centerline of Tom Gill Road;

THENCE Northerly, along the centerline of Tom Gill Road, exiting the City Limit line of City of Penitas, to the intersection of said centerline and extension of the south line of the 0.66 acre tract described in the deed to Hector Ramirez, et ux., recorded under Document Number 800546, in the County Clerk Records of Hidalgo County, Texas;

THENCE Westerly, along said extension and continuing along the south lines of said 0.66 ace Hector Ramirez, et ux. tract, Lot 5, Block 36, Homeville D subdivision described in the deed to Manuel H. Garcia, recorded under Document Number 1428022, in the County Clerk Records of Hidalgo County, Texas, and the 4.83 acre tract described in the deed to Jose Armando Garcia, Jr., et al., recorded under Document Number 1450490, in the County Clerk Records of Hidalgo County, Texas, to the southwest corner of said 4.83 acre Jose Armando Garcia, Jr., et al. tract;

THENCE Northerly, along the west line of said 4.83 acre Jose Armando Garcia, et al. tract, to the southeast corner of the 102 acre tract described in the deed to Dario Garcia, Jr., et al., recorded under Document Number 1417761, in the County Clerk Records of Hidalgo County, Texas;

THENCE Westerly, along the south lines of said 102 acre Dario Garcia, Jr. tract, the 28.90 acre Dario Garcia Jr., et al. tract, recorded under Document Number 2005-148327, in the County Clerk Records of Hidalgo County, Texas, the 29.5 acre tract described in the deed to The Kenneth E. White and Helen B. White Revocable Living Trust, recorded under Document Number 372370, in the County Clerk Records of Hidalgo County, Texas, Lot 2, Marcela V. De Chapa Subdivision (Volume 7, Page 15, in the Map Records of Hidalgo County, Texas), and Lot 1, Marcela V. De Chapa Subdivision (Volume 7, Page 15, in the Map Records of Hidalgo County, Texas) to the intersection of the extension of the south line of said Lot 1, and the centerline of FM 2221 (Jara Chinas Road);

THENCE Northerly, along the centerline of FM 2221 (Jara Chinas Road), to the intersection of said centerline and the centerline of Mile 14 Road;

THENCE Easterly, along the centerline of Mile 14 Road, to the intersection of said centerline and the extension of the west line of the 30 acre tract described in the deed to Angela Keller Machac, recorded under Document Number 2005-1482156, in the County Clerks Records of Hidalgo County, Texas;

THENCE Northerly, along said extension and continuing along the west lines of said 30 acre Angela Keller Machac tract, the 289 acre tract described in the deed to the Frank David Machac Family Trust, et al., recorded under Document Number 2007-1755609, in the Official Records of Hidalgo County, Texas, and the 320 acre tract described under Tract No. Two to Eugene C. Aldridge II, et al., recorded under Volume 2157, Page 739, in the County Clerk Records of Hidalgo County, Texas, to the northwest corner of said 320 acre Eugene C. Aldridge II, et al. tract;

THENCE Easterly, along the north line of said 320 acre Eugene C. Aldridge II, et al. tract, to the intersection of the extension of the north line of said 320 acre Eugene C. Aldridge II, et al. tract and the centerline of FM 2058;

THENCE Northerly, along the centerline of FM 2058, to the intersection of said centerline and the centerline of FM 490;

THENCE Easterly, along the centerline of FM 490, to the intersection of the west line of the 27.96 acre tract described in the deed to V. F. Neuhaus, recorded under Volume 1806, Page 355, in the County Clerk Records of Hidalgo County, Texas;

THENCE Southerly, along the west line of said 27.96 acre tract, to the northwest corner of the 379.56 acre tract described in the deed to Lamar Burns Family Limited Partnership, recorded under Document Number 548209, in the County Clerk Records of Hidalgo County, Texas;

THENCE Easterly, along the north line of said 379.56 acre Lamar Burns Family Limited Partnership tract, to the intersection of the north line of said 379.56 acre Lamar Burns Family Limited Partnership tract and the centerline of El Cibolo Road;

THENCE Easterly, along the centerline of El Cibolo Road, entering the City Limits of City of Edinburg, to the intersection of said centerline and the centerline of Highway 281;

THENCE Southerly, along the centerline of Highway 281, to the intersection of said centerline and the extension of the south line of the 15 acre tract described in the deed to William Eugene Drewry, recorded under Document Number 481833, in the County Clerk Records of Hidalgo County, Texas;

THENCE Westerly, along said extension and continuing along the south lines of the following tracts: said 15 acre William Eugene Drewry tract, the 2.83 acre tract described in the deed to Roberto Salinas, et ux., recorded under Instrument Number 2008-1929531, in the Official Records of Hidalgo County, Texas, the 2.83 acre tract described in the deed to Santos Salinas, recorded under Volume 1436, Page 916, in the County Clerk Records of Hidalgo County, Texas, the 2.83 acre tract described in the deed to Edna R. Salinas, recorded under Volume 2768, Page 266, in the County Clerk Records of Hidalgo County, Texas, and the 65.50 acre tract described in the deed to Richard W. Ruppert, recorded under Document Number 497649, in the County Clerk Records of Hidalgo County, Texas, along the City Limit line of City of Edinburg, to the intersection of the extension of the south line of said 65.50 acre tract and the centerline of County Road 4005;

THENCE Southerly, along the centerline of County Road 4005, along the City Limit line of City of Edinburg, to the intersection of said centerline and the extension of the south line of the 10 acre tract, described in the deed to B.W. Kidd, et ux., recorded under Instrument Number 10519, in the County Clerk Records of Hidalgo County, Texas;

THENCE Westerly, exiting the City Limits of City of Edinburg, along said extension and continuing along the south lines of the following: said 10 acre B.W. Kidd, ex ux. tract, the 6.28 acre tract described in the deed to Francisco D. Lopez, recorded under Instrument Number 2006-1609416, in the Official Records of Hidalgo County, Texas, the 21.011 acre tract described in the deed to Marguerite Management, Inc., recorded under Instrument Number 2006-1678783, in the Official Records of Hidalgo County, Texas, the 15.07 acre tract described in the deed to Donald L. May, recorded under Volume 1660, Page 614, in the County Clerk Records of Hidalgo County, Texas, the 75.33 acre tract described in the deed to Pummill Development Company, recorded under Volume 646, Page 447, in the County Clerk Records of Hidalgo County, Texas, the 5 acre tract described in the deed to Epifanio Ulloa, recorded under Instrument Number 2007-1721208, in the Official Records of Hidalgo County, Texas, and the 2 ½ acre tract described in the deed to Abram Garcia, et ux., recorded under Document Number 752747, in the County Clerk Records of Hidalgo County, Texas, to the southwest corner of said 2 ½ acre Abram Garcia, et ux. tract, in the east line of the 191.37 acre tract described in the deed to Pummill Development Company, recorded under Volume 650, Page 601, in the County Clerk Records of Hidalgo County, Texas;

THENCE Southerly, along the east line of said 191.37 acre Pummill Development Company tract, to the southeast corner of said 191.37 acre Pummill Development Company tract;

THENCE Westerly and Southwesterly, along the south line of said 191.37 acre Pummill Development Company tract, the southeast line of the 346.36 acre tract described as Tract VII in the deed to Bill Burns, recorded under Volume 2205, Page 670, in the County Clerk Records of Hidalgo County, Texas, to the southwest corner of said 346.36 acre Bill Burns tract;

THENCE Northerly, along the west line of said 346.36 acre Bill Burns tract, to the southeast corner of the tract described as the South 162.74 feet of the North 248.02 feet of the East 1338.33 feet of Lot 187, Ramseyer Gardens No. 2 in the deed to Griselda Mendoza, recorded under Document Number 493384, in the County Clerk Records of Hidalgo County, Texas;

THENCE Westerly, along the south line of said Griselda Mendoza tract, to the southwest corner of said Griselda Mendoza tract;

THENCE Northerly, along the west lines of said Griselda Mendoza tract and the tract described as the South 2.38 acres of Lot 186 and the North 85.28 feet of the East 1338.33 feet of Lot 187, Ramseyer Gardens No. 2 in the deed to Michael Cantu, recorded under Document Number 1118979, in the County Clerk Records of Hidalgo County, Texas, to the southeast corner of the tract described as Lot 126, 127, and the South 2.66 acres of Lot 128, Ramseyer Gardens Subdivision Unit No. 2, described in the deed to Santiago S. Munoz, Jr., et al., recorded under Volume 2714, Page 714, in the County Clerk Records of Hidalgo County, Texas;

THENCE Westerly, along the south lines of said Santiago S. Munoz, Jr. tract, and the 198.68 acre tract described as Tract VIII in the deed to Bill Burns, recorded under Volume 2205, Page 670, in the County Clerk Records of Hidalgo County, Texas, to the intersection of the extension of the west line of said 198.68 acre tract and the centerline of Mile 13 Road;

THENCE Westerly, along the centerline of Mile 13 Road, to the intersection of said centerline and the extension of an east line of the 2701.620 acre tract described in the deed to United States of America, recorded under Volume 2789, Page 162, in the County Clerk Records of Hidalgo County, Texas;

THENCE Southerly, along said extension and continuing along an east line of said 2701.620 acre United States of America tract, to an angle corner of said 2701.620 acre United States of America tract;

THENCE Westerly, along a south line of said 2701.620 acre United States of America tract, to an angle corner of said 2701.620 acre United States of America tract;

THENCE Southerly, along an east line of said 2701.620 acre United States of America tract, to the most southerly southeast corner of said 2701.620 acre United States of America tract;

THENCE Westerly, along a south line of said 2701.620 acre United States of America tract, to the most southerly southwest corner of said 2701.620 acre United States of America tract;

THENCE Northerly, along a west line of said 2701.620 acre United States of America tract, to an angle corner of said 2701.620 acre United States of America tract;

THENCE Westerly, along a south line of said 2701.620 acre United States of America tract, to the intersection of said south line of said 2701.620 acre United States of America tract and the centerline of Cantu Road;

THENCE Northerly, along the centerline of Cantu Road, to the intersection of said centerline and the extension of the south line of the tract described in the deed to Carlos G. Leal, Jr., recorded under Document Number 1203846, in the County Clerk Records of Hidalgo County, Texas;

THENCE Westerly, along said extension and continuing along the south line of said Carlos G. Leal, Jr. tract, to the intersection of the extension of the south line of said Carlos G. Leal, Jr. tract, and the centerline of FM 681 (North Moorefield Road);

THENCE Northerly, along the centerline of FM 681 (North Moorefield Road), to the intersection of said centerline and the extension of a south line of the 2071.55 acre tract, described in the deed to Desarrollo del Rancho la Gloria TX, LP, recorded under Instrument Number 2008-1843652, in the Official records of Hidalgo County, Texas;

THENCE Westerly, along said extension and continuing along a south line of said 2071.55 acre Desarrollo del Rancho la Gloria TX, LP tract, to an angle corner of said 2071.55 acre Desarrollo del Rancho la Gloria TX, LP tract;

THENCE Southerly, along an east line of said 2071.55 acre Desarrollo del Rancho la Gloria TX, LP tract, to the most southerly southeast corner of said 2071.55 acre Desarrollo del Rancho la Gloria TX, LP tract;

THENCE Westerly, along a south line of said 2071.55 acre Desarrollo del Rancho la Gloria TX, LP tract, to the most southerly southwest corner of said 2071.55 acre Desarrollo del Rancho la Gloria TX, LP tract;

THENCE Northerly, along a west line of said 2071.55 acre Desarrollo del Rancho la Gloria TX, LP tract, to an angle corner of said 2071.55 acre Desarrollo del Rancho la Gloria TX, LP tract;

THENCE Westerly, along a south line of said 2071.55 acre Desarrollo del Rancho la Gloria TX, LP tract, and the south line of the 3.422 acre tract described in the deed to James Laurence Sheerin, et al., recorded under Volume 1609, Page 829, in the County Clerk Records of Hidalgo County, Texas, continuing along a south line of said 2071.55 acre Desarrollo del Rancho la Gloria TX, LP tract, to the intersection of the extension of said south line of said 2071.55 acre Desarrollo del Rancho la Gloria TX, LP tract and the centerline of North Abram Road;

THENCE Northerly, along the centerline of North Abram Road, to the intersection of said centerline and the extension of the south line of Lot 20, Block 40, Texan Gardens

subdivision, described in the deed to Texcitrus Land Company, recorded under Instrument Number 19775, in the County Clerk Records of Hidalgo County, Texas;

THENCE Westerly, along said extension and continuing along the south line of said Lot 20, Texcitrus Land Company tract, to the southwest corner of said Lot 20, Texcitrus Land Company tract;

THENCE Northerly, along the west lines of said Lot 20, Texcitrus Land Company tract and Lot 19, Block 40, Texan Gardens subdivision, described in the deed to Texcitrus Land Company, recorded under Instrument Number 19775, in the County Clerk Records of Hidalgo County, Texas, to the northwest corner of said Lot 19, Texcitrus Land Company tract, common to the southeast corner of Lot Seventeen (17), Block Forty (40), Texan Gardens Subdivision described in the deed to Salvador Salinas, recorded under Volume 2930, Page 375, in the County Clerk Records of Hidalgo County, Texas;

THENCE Westerly, along the south lines of said Lot Seventeen Salvador Salinas tract, Lot 18, Block 39, Texan Garden Subdivision, as described in the deed to Ricardo Garcia, et al., recorded under Document Number 1347381, in the County Clerk Records of Hidalgo County, Texas, and Lot Seventeen (17), Block Thirty-nine (39), Texan Gardens Subdivision described in the deed to Eduardo Sanchez, et ux., recorded under Document Number 516029, in the County Clerk Records of Hidalgo County, Texas, to the intersection of the extension of the south line of said Lot 17, Block 39 Eduardo Sanchez, et ux. tract and the centerline of FM 2516 (Texan Road);

THENCE Southerly, along the centerline of FM 2516 (Texan Road), to the intersection of said centerline and the centerline of FM 1924 (West Mile 3 Road);

THENCE Easterly, along the centerline of FM 1924 (West Mile 3 Road), to the intersection of said centerline and the centerline of Western Road, as shown on the plat of Vista Hermosa Subdivision (Volume 4, Page 43, in the Map Records of Hidalgo County, Texas);

THENCE Southerly, along the centerline of Western Road, to the intersection of said centerline, and the centerline of Expressway 83;

THENCE Westerly, along the centerline of Expressway 83, to the intersection of said centerline and the extension of the east line of the 205.23 acre tract described in the deed to Dagoberto Trevino, recorded under Document Number 894825, in the County Clerk Records of Hidalgo County, Texas;

THENCE Southerly, along said extension and continuing along the east lines of the following: said 205.23 Dagoberto Trevino tract, the 3.31 acre tract described as Tract No. 383, of Share Number Two Hundred Five in the deed to Thos. B. Waite and John P. Waite, recorded under Deed 408, in the County Court Records of Hidalgo County, Texas, the 200.23 acre tract described as Tract No. 381, of Share Number Two

Hundred Five in the deed to Thos. B. Waite and John P. Waite, recorded under Deed 408, in the County Court Records of Hidalgo County, Texas, the 92.52 acre tract described as Tract No. 382, of Share Number Two Hundred Five in the deed to Thos. B. Waite and John P. Waite, recorded under Deed 408, in the County Court Records of Hidalgo County, Texas, and the 338.83 acre tract described as Tract No. 81, of Share Number Two Hundred Five in the deed to Thos. B. Waite and John P. Waite, recorded under Deed 408, in the County Court Records of Hidalgo County, Texas, to the northwest corner of the 22.28 acre tract described as Tract No. 72, Share No. Seventeen in the deed to Heirs of Donaciano Carda and Lorenza Reiz de Carda, recorded under Deed 408, in the County Court Records of Hidalgo County, Texas;

THENCE Easterly, along the north line of said 22.28 acre Carda tract, to the northeast corner of said 22.28 acre Carda tract;

THENCE Southerly, along the east line of said 22.28 acre Carda tract, to the most westerly northwest corner of the 8.79 acre tract described as Tract No. 71, Share No. Seventeen in the deed to Heirs of Donaciano Cerda and Lorenza Reiz de Carda, recorded under Deed 408, in the County Court Records of Hidalgo County, Texas;

THENCE Easterly, along a north line of said 8.79 acre Carda tract, to an angle corner of said 8.79 acre Carda tract;

THENCE Northeasterly, along a west line of said 8.79 acre Carda tract, to the most northerly northwest corner of said 8.79 acre Carda tract;

THENCE Southeasterly, along a north line of said 8.79 acre Carda tract, to the north corner of the 5.00 acre tract described as Tract No. 70, Share No. One Hundred Fifty-Eight in the deed to Gregorio de la Rosa, recorded under Deed 408, in the County Court Records of Hidalgo County, Texas;

THENCE Southerly and Southwesterly, along the east line of said 5.00 acre Gregorio de la Rosa tract, and the southeast line of the 53.600 acre tract described as Tract 473a in the deed to The Nature Conservancy of Texas, Inc., recorded under Volume 3255, Page 382, in the County Clerk Records of Hidalgo County, Texas, to the northwest corner of Lot 58 of Los Ejidos De Reynosa Viejo Grant described in the deed to Valley Land Fund, Inc., recorded under Volume 3204, Page 251, in the County Clerk Records of Hidalgo County, Texas, in the City Limit line of City of Abram;

THENCE Easterly, along the north lines of said Lot 58, Valley Land Fund Inc. tract, and the tract described as the North 34.03 acres and the South 13.97 acres of Tract 55 described in the deed to Sundown Enterprises, Inc., recorded under Document Number 849570, in the County Clerk Records of Hidalgo County, Texas, along the City Limit line of City of Abram, to the southwest corner of the 24.67 acre tract described as Tract No. 46, Share No. Sixteen in the deed to A.E. Chavez, recorded under Deed 408, in the County Court Records of Hidalgo County, Texas;

THENCE Northerly, along the west line of said 24.67 acre A.E. Chavez tract, to the northwest corner of said 24.67 acre A.E. Chavez tract;

THENCE Easterly, along the north line of said 24.67 acre A.E. Chavez tract, to the northeast corner of said 24.67 acre A.E. Chavez tract;

THENCE Southerly, along the east line of said 24.67 acre A.E. Chavez tract, to the southeast corner of said 24.67 acre A.E. Chavez tract, common to the northwest corner of the 15 acre tract described in the deed to A. Wayne Wood, recorded under Document Number 494100, in the County Clerk Records of Hidalgo County, Texas, in the City Limit line of City of Abram;

THENCE Easterly, along the north line of said 15 acre A. Wayne Wood tract, along the City Limit line of City of Abram, to the northeast corner of said 15 acre A. Wayne Wood tract, in the west line of the 25.04 acre tract described in the deed to Oscar Tauber, recorded under Document Number 643862, in the County Clerk Records of Hidalgo, County, Texas;

THENCE Northerly, along the west lines of said 25.04 acre Oscar Tauber tract, and the 8.80 acre tract described in the deed to Griffin & Brand of McAllen, Inc., recorded under Volume 2567, Page 820, in the Deed Records of Hidalgo County, Texas, to the northwest corner of said 8.80 acre Griffin & Brand of McAllen, Inc. tract;

THENCE Easterly, along a north line of said 8.80 acre Griffin & Brand of McAllen, Inc. tract, and the north line of the tract described as Lot 10, in the deed to Silvia Flores, recorded under Document Number 586751, in the County Clerk Records of Hidalgo County, Texas, to the most northerly northeast corner of said Lot 10 Silvia Flores tract;

THENCE Southerly, along an east line of said Lot 10 Silvia Flores tract, to an angle corner of said Lot 10 Silvia Flores tract;

THENCE Easterly, along a north line of said Lot 10 Silvia Flores tract, to the intersection of the extension of the north line of said Lot 10 Silvia Flores tract and the centerline of FM 1427 (South Abram Road);

THENCE Southerly, along the centerline of FM 1427 (South Abram Road), to the intersection of said centerline and the extension of the northeast line of the tract of land shown as Tract 4 in the Exhibit A-2 in the deed to J.L. Bates LP, recorded under Document Number 1354714, in the County Clerk Records of Hidalgo County, Texas;

THENCE Southeasterly, along said extension and continuing along the northeast line of said Tract 4 J.L. Bates LP tract, to the east corner of said Tract 4 J.L. Bates LP tract, common to the northwest corner of the tract of land shown as Tract 2 in the Exhibit A-2 in the deed to J.L. Bates LP, recorded under Document Number 1354714, in the County Clerk Records of Hidalgo County, Texas;

THENCE Easterly, along the north lines of said Tract 2 J.L. Bates LP tract, and Lot 1, Block 2, Goodwin Tract Subdivision No. One described in the deed to Goodwin Acquisitions, LP, recorded under Instrument Number 2007-1705684, in the Official Records of Hidalgo County, Texas, to the northeast corner of said Lot 1 Goodwin Acquisitions, LP tract;

THENCE Southerly, along the east line of said Lot 1 Goodwin Acquisitions, LP tract, to the southeast corner of said Lot 1 Goodwin Acquisitions, LP tract;

THENCE Westerly, along the south line of said Lot 1 Goodwin Acquisitions, LP tract, to the northeast corner of the 39.986 acre tract described as Parcel 6 in the deed to J.L. Bates, LP, recorded under Document Number 1354715, in the County Clerk Records of Hidalgo County, Texas, in the City Limit line of City of Abram;

THENCE Southerly, along the east line of said 39.986 acre J.L. Bates tract, along the City Limit line of City of Abram, to the north corner of the 3.860 acre tract described in the deed to Mayfair Farms, Inc., recorded under Volume 2890, Page 026, in the County Clerk Records of Hidalgo County, Texas;

THENCE Southeasterly, along the northeast lines of said 3.860 acre Mayfair Farms, Inc. tract and a northeast line of the 563.16 acre tract described as Shiba Farms in the deed to ML Rhodes, Ltd., recorded under Document Number 1071241, in the County Clerk Records of Hidalgo County, Texas, partially along the City Limit line of City of Mission, to the intersection of the extension of the northeast line of said 563.16 acre ML Rhodes, Ltd tract and the centerline of South Greene Road;

THENCE Northerly, along the centerline of South Greene Road, along the City Limit line of City of Mission, to the intersection of said centerline and the extension of a north line of said 563.16 acre ML Rhodes, Ltd tract;

THENCE Easterly, along said extension and continuing along the north line of said 563.16 acre ML Rhodes, Ltd tract, along the City Limit line of City of Mission, to the most northerly northeast corner of said 563.16 acre ML Rhodes, Ltd tract;

THENCE Southerly, along an east line of said 563.16 acre ML Rhodes, Ltd tract, along the City Limit line of City of Mission, to the intersection of the east line of said 563.16 acre ML Rhodes, Ltd tract and the northwest line of the 72.62 acre tract described as Trophy (East and West), First Parcel, Third Tract in the deed to Bentsen Palm, Ltd, recorded under Document Number 715282, in the County Clerk Records of Hidalgo County, Texas;

THENCE Northeasterly, along the northwest line of said 72.62 acre Bentsen Palm, Ltd tract, and the north line of said Trophy (East and West), First Parcel, Bentsen Palm Ltd. tract, partially along the City Limit line of City of Mission, to the south corner of the 27.22 acre tract described in the deed to La Joya Water Supply Corporation, recorded under Document Number 1352578, in the County Clerk Records of Hidalgo County, Texas;

THENCE Westerly, along a south line of said 27.22 acre La Joya Water Supply Corporation tract, to the southwest corner of said 27.22 acre La Joya Water Supply Corporation tract;

THENCE Northerly, along a west line of said 27.22 acre La Joya Water Supply Corporation tract, to the northwest corner of said 27.22 acre La Joya Water Supply Corporation tract;

THENCE Easterly, along the north line of said 27.22 acre La Joya Water Supply Corporation tract, to the intersection of the extension of the north line of said 27.22 acre La Joya Water Supply Corporation tract and the centerline of FM 2062 (South Bentsen Palm Drive);

THENCE Southerly, along the centerline of FM 2062 (South Bentsen Palm Drive), entering the City Limits of City of Mission, to the intersection of said centerline and the extension of the north line of Lot Thirty-three (33) Benson Groves Addition "E" described as Trophy (East and West), First Parcel, First Tract in the deed to Bentsen Palm, Ltd, recorded under Document Number 715282, in the County Clerk Records of Hidalgo County, Texas;

THENCE Easterly, along said extension and continuing along the north line of said Lot Thirty-Three Bentsen Palm Ltd. tract, to the northeast corner of said Lot Thirty-Three Bentsen Palm Ltd. tract, in the west line of the 16 acre tract described as Sixth Tract in the deed to Bentsen Palm, Ltd, recorded under Document Number 715282, in the County Clerk Records of Hidalgo County, Texas;

THENCE Northerly, along the west line of said 16 acre Bentsen Palm, Ltd tract, to the northwest corner of said 16 acre Bentsen Palm, Ltd tract;

THENCE Easterly, along the north line of said 16 acre Bentsen Palm, Ltd tract, partially along the City Limit line of City of Mission, to the intersection of the extension of the north line of said 16 acre Bentsen Palm, Ltd tract and the centerline of South Schuerbach Road (South Breyfogle Road);

THENCE Northerly, along the centerline of South Schuerbach Road (South Breyfogle Road), along the City Limit line of City of Mission, to the intersection of said centerline and the extension of the southwest line of the 12.925 acre tract described in the deed to City of Mission, recorded under Document Number 2005-1504750, in the Official Records of Hidalgo County, Texas;

THENCE Southeasterly, entering the City Limits of City of Mission, along said extension and continuing along the southwest lines of said 12.925 acre tract, and the 54.298 acre tract described in the deed to City of Mission, recorded under Document Number 2005-1504750, in the Official Records of Hidalgo County, Texas, to the intersection of the

extension of the southwest line of said 54.298 acre City of Mission tract and the centerline of South Inspiration Road;

THENCE Southerly, along the centerline of South Inspiration Road, to the intersection of said centerline and the extension of the north line of the 7.78 acre tract described in the deed to Marsha B. Gamel, recorded under Document Number 768273, in the County Clerk Records of Hidalgo County, Texas, in the City Limit line of City of Mission;

THENCE Easterly, along said extension and continuing along the north line of said 7.78 acre Marsha B. Gamel tract, along the City Limit line of City of Mission, to the intersection of the north line of said 7.78 acre Marsha B. Gamel tract and the southeast line of Meadow Creek County Club Phase 1-B subdivision (Volume 25, Page 27, in the Map Records of Hidalgo County, Texas);

THENCE Northeasterly, along the southeast line said Mission Creek County Club Phase 1-B subdivision, along the City Limit line of City of Mission, to an angle corner of said Mission Creek County Club Phase 1-B subdivision, in the west line of Lot 12-1, West Addition to Sharyland (Volume 1, Page 56, in the Map Records of Hidalgo County, Texas) included in the deed to Miguel A. Nevarez, et ux., recorded under Volume 1197, Page 740, in the County Clerk Records of Hidalgo County, Texas;

THENCE Northerly, along the west line of said Lot 12-1 Miguel A. Nevarez, et ux. tract, along the City Limit line of City of Mission, to the northwest corner of said Lot 12-1 Miguel A. Nevarez, et ux. tract;

THENCE Easterly, exiting the City Limits of City of Mission along the north lines of the following: said Lot 12-1 Miguel A. Nevarez, et ux. tract, Lot 12-2, West Addition to Sharyland (Volume 1, Page 56, in the Map Records of Hidalgo County, Texas) included in the deed to Miguel A. Nevarez, et ux., recorded under Volume 1197, Page 740, in the County Clerk Records of Hidalgo County, Texas, the 40 acre tract described in the deed to Mike Nevarez, recorded under Document Number 716282, County Clerk Records of Hidalgo County, Texas, Lot 12-4, West Addition to Sharyland (Volume 1, Page 56, in the Map Records of Hidalgo County, Texas) included in the deed to Miguel A. Nevarez, recorded under Volume 1526, Page 704, in the County Clerk Records of Hidalgo County, Texas, Lot 12-5, of West Addition to Sharyland Subdivision, described in the deed to Miguel A. Nevarez, recorded under Document Number 12022, in the County Clerk Records of Hidalgo County, Texas, the 38.44 acre tract described in the deed to Mision San Antonio Development L.L.C., recorded under Document Number 2006-1644364, in the Official Records of Hidalgo County, Texas, the 35.63 acre tract described under Tract “A” as Lot 12-6 in the deed to A.H.D. and McColl, L.P., recorded under Document Number 1314140, in the County Clerk Records of Hidalgo County, Texas, Lots 12-7 through 12-10, West Addition to Sharyland (Volume 1, Page 56, in the Map Records of Hidalgo County, Texas) included in the deed to Hunt Valley Industrial I, L.P., recorded under Document Number 1153789, in the County Clerk Records of Hidalgo County, Texas, the tract of land described in the deed to Robert Eugene Pawlik, et al., recorded under Document Number 977903, in the County Clerk Records of

Hidalgo County, Texas, Lot 12-11, West Addition to Sharyland (Volume 1, Page 56, in the Map Records of Hidalgo County, Texas) included in the tract described as Parcel 5, in the deed to Hidalgo County Drainage District No. 1, recorded under Instrument Number 2006-1599385, in the Official Records of Hidalgo County, Texas, and Lot 12-12, West Addition to Sharyland (Volume 1, Page 56, in the Map Records of Hidalgo County, Texas) included in the deed to Hunt Valley Industrial I, L.P., recorded under Document Number 1153789, in the County Clerk Records of Hidalgo County, Texas, partially along the City Limit line of City of Mission, and entering the City Limits of City of Mission, to the northeast corner of said Lot 12-12 Hunt Valley Industrial I, L.P. tract;

THENCE Southerly, along the east lines of said Lot 12-12 Hunt Valley Industrial I, L.P. tract, and the tract of land described in the deed to Robert Eugene Pawlik, et al., recorded under Document Number 977903, in the County Clerk Records of Hidalgo County, Texas, to the southeast corner of said Robert Eugene Pawlik, et al. tract, common to the northwest corner of Lot 101, John H. Shary Subdivision (Volume 0, Page 17, in the Map Records of Hidalgo County, Texas) included in the deed to Hunt Valley Industrial I, L.P., recorded under Document Number 1153789, in the County Clerk Records of Hidalgo County, Texas;

THENCE Southeasterly, along the north line of said Lot 101, Hunt Valley Industrial I, L.P. tract, to the northeast corner of said Lot 101 Hunt Valley Industrial I, L.P. tract;

THENCE Southerly, along the east line of said Lot 101 Hunt Valley Industrial I, L.P. tract, the east line of Lots 91, 81, and 71, John H. Shary Subdivision (Volume 0, Page 17, in the Map Records of Hidalgo County, Texas) included in the deed to Hunt Valley Industrial I, L.P., recorded under Document Number 1153789, in the County Clerk Records of Hidalgo County, Texas, and the west line of the 6.335 acre tract described in the deed to Hunt Valley Industrial I, L.P., recorded under Instrument Number 2006-1563793, in the Official Records of Hidalgo County, Texas, to the intersection of the extension of the west line of said 6.335 acre, Hunt Valley Industrial I, L.P. tract and the centerline of East Military Road (FM 1016);

THENCE Easterly, along the centerline of East Military Road (FM 1016), exiting the City Limits of City of Mission, entering the City Limits of City of McAllen, to the intersection of said centerline and the centerline of Spur 115 (South 23rd);

THENCE Southerly, along the centerline of FM 115 (FM 1926), to the intersection of the said centerline and the extension of the north line of Lot 35, Block 3, of C.E. Hammond Subdivision described in the deed to Josue G. Molina, et al., recorded under Document Number 15512, in the County Clerk Records of Hidalgo County, Texas;

THENCE Easterly, exiting the City Limits of City of McAllen, along said extension and continuing along the north lines of said Lot 35, Josue G. Molina, et al. tract, Lot 4, Block 5, Hidalgo Canal Company Subdivision described in the deed to Mike Theser, recorded under Instrument Number 17878, in the County Clerk Records of Hidalgo County, Texas, and the north line of the tract described in the deed to Hidalgo Co. Water Control

& Imp. Dist. No.3, recorded under Volume 916, Page 27, in the County Clerk Records of Hidalgo County, Texas, to the intersection of the extension of the north line of said Hidalgo Co. Water Control & Imp. Dist. No.3 tract and the centerline of Highway 336 (South 10th Street);

THENCE Northerly, along the centerline of Highway 336 (South 10th Street), to the intersection of said centerline and the extension of the southeast line of the 41.98 acre tract described as Parcel 18-D described in the deed to QOT, Inc., recorded under Document Number 1102923, in the County Clerk Records of Hidalgo County, Texas;

THENCE Northeasterly, along said extension and continuing along the southeast lines of said 41.98 acre QOT, Inc. tract and the 35.07 acre tract described as Parcel 18-A in the deed to AG Enterprises, Inc., recorded under Document Number 1102922, in the County Clerk Records of Hidalgo County, Texas, to the most southerly southeast corner of said 35.07 AG Enterprises, Inc. tract;

THENCE Northerly, along an east line of said 35.07 AG Enterprises, Inc. tract, to an angle corner of said 35.07 AG Enterprises, Inc. tract;

THENCE Northeasterly, along a southeast line of said 35.07 AG Enterprises, Inc. tract, to an angle corner of said 35.07 AG Enterprises, Inc. tract;

THENCE Easterly, along a south line of said 35.07 AG Enterprises, Inc. tract, to the most southerly southeast corner of said 35.07 AG Enterprises, Inc. tract;

THENCE Southeasterly, to the northwest corner of Lot 3, Block 21, Steele and Pershing Subdivision described as Tract I in the deed to QOT, Inc., recorded under Document Number 1085824, in the County Clerk Records of Hidalgo County, Texas;

THENCE Easterly, along the north lines of said Lot 3, QOT, Inc. tract, the 8.29 acre tract described as Tract II in the deed to Francisco Castro, et al., recorded under Document Number 706603, in the County Clerk Records of Hidalgo County, Texas,
and Lot 1, Block 21, Steele & Pershing Subdivision described as Tract I in the deed to Paul D. Moore, Jr., Family Trust, recorded under Instrument Number 2006-1591757, in the Official Records of Hidalgo County, Texas, to the northeast corner of said Lot 1 Paul D. Moore Jr., Family Trust tract, common to the southwest corner of Lot 4, Block 10, A.J. McColl Subdivision described as Tract I in the deed to Juan M. Pena, recorded under Document Number 797076, in the County Clerk Records of Hidalgo County, Texas;

THENCE Northerly, along the west line of said Lot 4 Juan M. Pena tract, to the northwest corner of said Lot 4 Juan M. Pena tract;

THENCE Easterly, along the north lines of said Lot 4 Juan M. Pena tract, and Lot 5, Block 10, A.J. McColl Subdivision described as Tract II in the deed to Juan M. Pena, recorded under Document Number 797076, in the County Clerk Records of Hidalgo

County, Texas, to the northeast corner of said Lot 5 Juan M. Pena tract, common to the southwest corner of the 31.10 acre tract described in the deed to Francisco M. Perez, et al., recorded under Document Number 2007-1722378, in the Official Records of Hidalgo County, Texas;

THENCE Northerly, along the west line of said 31.10 acre Francisco M. Perez, et al. tract, to the northwest corner of said 31.10 acre Francisco M. Perez, et al. tract;

THENCE Easterly, along the north lines of said 31.10 acre Francisco M. Perez, et al. tract, and Lot 282, Kelley-Pharr Subdivision described in the deed to Sam Jones, et al., recorded under Volume 1742, Page 484, in the County Clerk Records of Hidalgo County, Texas, to the northeast corner of said Lot 282 Sam Jones, et al. tract;

THENCE Southerly, along the east line of said Lot 282 Sam Jones, et al. tract, along the City Limit line of City of Pharr, to the northwest corner of the 36.091 acre tract described in the deed to D & J Investments Ltd, et al., recorded under Document Number 2005-1515074, in the Official Records of Hidalgo County, Texas;

THENCE Easterly, entering the City Limits of City of Pharr, along the north line of said 36.091 acre D & J Investments Ltd et al. tract, to the intersection of the extension of the north line of said 36.091 acre D & J Investments Ltd et al. tract and the centerline of US 281 (South Cage Boulevard);

THENCE Northerly, along the centerline of US 281 (South Cage Boulevard), to the intersection of said centerline and the extension of the north line of the 26.34 acre tract described as Tract I, in the deed to Bertha Cantu Canales, recorded under Volume 1269, Page 694, in the Deed Records of Hidalgo County, Texas;

THENCE Easterly, along said extension and continuing along the north lines of said 26.34 acre Bertha Cantu Canales tract, and the 30 acre tract described as Tract II, in the deed to Bertha Cantu Canales, recorded under Volume 1269, Page 694, in the County Clerk Records of Hidalgo County, Texas, exiting the City Limits of City of Pharr, to the northeast corner of said 30 acre Bertha Cantu Canales tract, in the west line of the 18.25 acre tract described as Tract III in the deed to Bertha Cantu Canales, recorded under Volume 1269, Page 694, in the County Clerks Records of Hidalgo County, Texas;

THENCE Northerly, along the west line of said 18.25 acre Bertha Cantu Canales tract, to the intersection of the extension of the west line of said 18.25 acre Bertha Cantu Canales tract, and the centerline of East Pecina Road;

THENCE Easterly, along the centerline of East Pecina Road, to the intersection of said centerline, and the extension of the west line of the 3 acre tract described in the deed to Barrett Brothers Oil & Gas, Inc., recorded under Document Number 1045673, in the County Clerk Records of Hidalgo County, Texas;

THENCE Northerly, along said extension and continuing along the west lines of said 3 acre Barrett Brother Oil & Gas, Inc. tract, and the 5.55 acre tract described in the deed to Jim H. Hughes, et al., recorded under Document Number 39640, in the County Clerks Records of Hidalgo County, Texas, to the northwest corner of said 5.55 acre Jim H. Hughes, et al. tract;

THENCE Northeasterly, along the northwest line of said 5.55 acre Jim H. Hughes, et al. tract, to the extension of the northwest line of said 5.55 acre Jim H. Hughes, et al. tract, and the centerline of South "I" Road;

THENCE Northerly, along the centerline of South "I" Road, along the City Limit line of City of San Juan, to the intersection of said centerline and the extension of the north line of Lot 10, Block 15, of the John Closner Subdivision described in Tract 2 in the deed to Keller Real Estate Investments, Inc., recorded under Document Number 1013956, in the County Clerk Records of Hidalgo County, Texas;

THENCE Easterly, along said extension and continuing along the north lines of said Lot 10 Keller Real Estate Investments, Inc. tract, Lot 10, Block 15, John Closner Subdivision (Volume 11, Page 64, in the Map Records of Hidalgo County, Texas) included in the deed to Keller Real Estate Investments, recorded under Instrument Number 2007-1793305, in the Official Records of Hidalgo County, Texas, to the northeast corner of said Lot 10 Keller Real Estate Investments, common to the southwest corner of Lot 2, Block 15, of the John Closner Subdivision described in Tract 1 in the deed to Keller Real Estate Investments, Inc., recorded under Document Number 1013956, in the County Clerk Records of Hidalgo County, Texas;

THENCE Northerly, along the west line of said Lot 2 Keller Real Estate Investments, Inc. tract, to the northwest corner of said Lot 2 Keller Real Estate Investments, Inc. tract;

THENCE Easterly, entering and exiting the City Limits of City of San Juan, along the north lines of the following: said Lot 2 Keller Real Estate Investments, Inc. tract, Lot 3, Block 15, John Closner Subdivision (Volume 11, Page 64, in the Map Records of Hidalgo County, Texas) included in the deed to Rio Fresh, Inc., recorded under Document Number 1380642, in the County Clerk Records of Hidalgo County, Texas, the 15.9 acre tract described in the deed to J. H. Tanner Family Limited Partnership I, recorded under Document Number 1136921, in the County Clerk Records of Hidalgo County, Texas, Lot 4, Block 15, John Closner Subdivision (Volume 11, Page 64, in the Map Records of Hidalgo County, Texas) described in the deed to Ruth Tanner Eining, et al., recorded under Volume 3098, Page 003, in the County Clerk Records of Hidalgo County, Texas, Lot 5, Block 15, John Closner Subdivision (Volume 11, Page 64, in the Map Records of Hidalgo County, Texas) described in the deed to Ruth Tanner Eining, et al., recorded under Volume 1935, Page 852, in the County Clerk Records of Hidalgo County, Texas, Lots 25 through 27 of Stewart's Addition to Conway Gardens, described in Tract No. 7 in the deed to Frank Schuster Farms, Inc., recorded under Volume 1424, Page 284, in the Deed Records of Hidalgo County, Texas, Lot 12, Block 23, described in the deed to John Myers, et ux., recorded under Instrument Number 12782, in the

County Clerk Records of Hidalgo County, Texas, and Lot 11, Block 23, Alamo Land and Sugar Company's Subdivision described in the deed to William P. Kuby, recorded under Instrument Number 5675, in the County Clerk Records of Hidalgo County, Texas, to the intersection of the extension of the north line of said Lot 11 William P. Kuby tract and the centerline of South Cesar Chavez Road;

THENCE Southerly, along the centerline of South Cesar Chavez Road, to the intersection of said centerline and the extension of the north line of Lot 16, Block 24, Alamo Land and Sugar Company's Subdivision described in the deed to Malcolm W. Moore, recorded under Document Number 15492, in the County Clerk Records of Hidalgo County, Texas;

THENCE Easterly, along said extension and continuing along the north lines of said Lot 16 Malcolm W. Moore tract, Lot 15, Block 24, Alamo Land and Sugar Company's Subdivision described in the deed to William P. Kuby, recorded under Instrument Number 5675, in the County Clerk Records of Hidalgo County, Texas, and Lot 14, Block 24, Alamo Land & Sugar Company's Subdivision described in the deed to William R. Morley, et ux., recorded under Document Number 23273, in the County Clerk Records of Hidalgo County, Texas, to the intersection of the extension of the north line of said Lot 14 William R. Morley, et ux. tract and the centerline of FM 907 (South Alamo Road);

THENCE Southerly, along the centerline of FM 907 (South Alamo Road), to the intersection of said centerline and the extension of the north line of the North ½ of Lot 4, Block 20, of Alamo Land and Sugar Company Subdivision described as Tract II in the deed to Rio Fresh, Inc., recorded under Volume 2488, Page 338, in the Deed Records of Hidalgo County, Texas;

THENCE Easterly, along said extension and continuing along the north lines of said Tract II, Rio Fresh, Inc. tract, and the north line of Lot 1 and 2, Block 21 of the Alamo Land and Sugar Company Subdivision (Volume 1, Page 25, in the Map Records of Hidalgo County, Texas) included in the deed to Rio Fresh, Inc., recorded under Volume 2486, Page 829, in the County Clerk Records of Hidalgo County, Texas, to the northeast corner of said Lot 2, Rio Fresh, Inc. tract, common to the southwest corner of Lot 14, Block 25, of Alamo Land and Sugar Company Subdivision (Volume 1, Page 25, in the Map Records of Hidalgo County, Texas) included in the deed to Rio Fresh, Inc., recorded under Volume 2486, Page 829, in the County Clerk Records of Hidalgo County, Texas;

THENCE Northerly, along the west lines of said Lot 14, Rio Fresh, Inc. tract and Lot 11, Block 25, of Alamo Land and Sugar Company Subdivision (Volume 1, Page 25, in the Map Records of Hidalgo County, Texas) included in the deed to Natural Area Preservation Association, Inc., recorded under Document Number 1414599, in the County Clerk Records of Hidalgo County, Texas, and the centerline of Tower Road, to the intersection of the centerline of Tower Road and the centerline of Levee Road;

THENCE Northerly, along the centerline of Tower Road, partially along the City Limit line of City of Alamo, entering and exiting the City Limits of City of Alamo, to the intersection of said centerline and the centerline of Curve Road;

THENCE Westerly, along the centerline of Curve Road, to the intersection of said centerline and the centerline of Tower Road;

THENCE Northerly, along the centerline of Tower Road, to the intersection of said centerline and the centerline of Richardson Boulevard (Schunior Street);

THENCE Westerly, along the centerline of Richardson Boulevard (Schunior Street), to the intersection of said centerline and the centerline of Terry Road;

THENCE Northerly, along the centerline of Terry Road, to the intersection of said centerline and the centerline of Rogers Road (Mile 18 North);

THENCE Westerly, along the centerline of Rogers Road (Mile 18 North), to the intersection of said centerline and the centerline of Cesar Chavez Road;

THENCE Northerly, along the centerline of Cesar Chavez Road, to the intersection of said centerline and the centerline of FM 1925 (East Monte Cristo Road);

THENCE Westerly, along the centerline of FM 1925 (East Monte Cristo Road), partially along the City Limit line of City of Edinburg, entering the City Limits of City of Edinburg, to the intersection of said centerline and the extension of the east line of the 9.098 acre tract described in the deed to City of Edinburg, recorded under Document Number 343198, in the County Clerk Records of Hidalgo County, Texas;

THENCE Northerly, along said extension and continuing along the east lines of said 9.098 acre City of Edinburg tract, and the 728.70 acre tract described in the deed to SKC Development, Ltd., recorded under Document Number 1205101, in the County Clerk Records of Hidalgo County, Texas, to the intersection of the extension of the east line of said 728.70 acre tract and the centerline of Davis Road;

THENCE Westerly, along the centerline of said Davis Road, to the **POINT OF BEGINNING** of the herein described TRZ, and containing approximately 142,000 acres (221.9 square miles).

AI-12822 **6.E.**

Funding Request-Archeology Project

CC REGULAR

Date: 12/16/2008
Submitted By: Monica Badillo, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Category: Comm. Court Executive Officer

Information

CAPTION

Discussion and presentation on 2009 Funding Request for Archaeology Project

BACKGROUND

Fiscal Impact

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

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

BUDGETARY IMPACT:

Funding request for Archaeology Project in the amount of $125,166.00 for Year 1 Budget. Year 2 and Year 3 Budget will request continuation at 3% increase for salaries and benefits.

UTPA proposes a 3-year commitment by all parties to pilot this project, laying a strong foundation for success.

Attachments

Link: backup

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	12/11/2008 03:30 PM	APRV
2	Veronica Lopez	Veronica Lopez	12/12/2008 11:12 AM	APRV
3	Auditor's Office	Linda Fong	12/12/2008 11:35 AM	APRV
4	Purchasing Department	Marty Salazar	12/12/2008 12:45 PM	APRV

Form Started By: Monica Badillo — Started On: 12/11/2008 11:03 AM

Final Approval Date: 12/12/2008

November 25, 2008

A PROPOSAL FOR A HIDALGO COUNTY COMMUNITY K-12 HISTORIC ARCHAEOLOGY PROGRAM

UNIVERSITY OF TEXAS-PAN AMERICAN in PARTNERSHIP with
The LOWER RIO GRANDE VALLEY DEVELOPMENT COUNCIL and
The PUBLIC SCHOOLS of HIDALGO COUNTY

Submitted by Van A. Reidhead
And John Milford
For
Cynthia Brown
Vice Provost and Director
Raul Yzaguirre Policy Institute

BACKGROUND

Since 2005 the University of Texas-Pan American (UTPA) has explored the feasibility and advantages for establishing a Hidalgo County Community Historic Archaeology Program for the Schools (CHAPS) in Hidalgo County, which would be grounded in a UTPA, K-12 schools, and Museum of South Texas History partnership. By mutual agreement, exclusively by prior bookings made by UTPA and the schools, Museum exhibits and events will be available to support CHAPS programs. The Museum's operational role will be determined going forward, in accord with its mission and goals, and may include submission with other CHAPS partners of grants for external funding that is mutually beneficial to the missions and operations of each partner. Supported by UTPA's academic and physical infrastructure, the purpose of CHAPS is to engage K-12 teachers and students in the discovery and preservation of Hidalgo County archaeology, from the Spanish discovery of the Americas through the 20th century. CHAPS will construct investigation-based curriculum (excavation, analysis, preservation, reporting, and exhibition), using the research discovery process to teach skills in math, science, reading, writing, group communication, and technology. While reconstructing the lost history of Hidalgo County, students will develop passion for learning and the skills needed to succeed in college. Sustained community archaeology programs of this kind exist in Arkansas, Colorado, Illinois and other places. Dr. Van Reihead, Dean of the College of Social and Behavioral Sciences, is a published archaeologist who has led the development of sustained K-12 curricular projects that include archaeology. Mr. John Milford, Lecturer in Public Administration, is a seasoned public servant in Hidalgo County, with broad governmental management and partnering experience.

The University of Texas-Pan American has the knowledge, administrative, and physical infrastructure to guarantee that the proposed program is a success.

The mission of UTPA, as approved the University of Texas System, is that it

"Serves the higher education needs of a rapidly growing, international, multicultural population in the South Texas Region. The University preserves, transmits and creates knowledge to serve the cultural, civic, and economic advancement of the region and the state. The University provides students advanced instruction in academic programs offered through innovative delivery systems that lead to professional certification, and baccalaureate, masters and doctoral degrees. Through teaching, research, creative activity and public service, UTPA prepares students for lifelong learning and leadership roles in the state, nation and world community."

The financial support of Hidalgo County is needed to match UTPA commitments to assure that the full scope of this K-12 community archaeology program is achieved. UTPA proposes a 3-year commitment by all parties to pilot this project, laying a strong foundation for success.

SCOPE OF K-12 UTPA COMMUNITY HISTORIC ARCHAEOLOGY PROGRAM

Programs successfully piloted in each year will be sustained and expanded in subsequent years of the pilot project. Year-2 deliverables will include sustaining achievements made in year-1. Year-3 deliverables will include sustaining achievements of years 1-2.

Fiscal Year 2009 (January 1, 2009 through December 31, 2009) Action Plan:
Year-1 Deliverables:

1. Assemble a CHAPS community Advisory Board, in collaboration with Hidalgo County, Museum of South Texas History, participating school districts, and other stakeholders.
2. Recruit K-12 teachers for the program from 1 each public elementary, middle, and high school.
3. Produce curriculum, in collaboration with K-12 teachers, College of Education faculty, and the Texas Education Agency to assure best practice and K-16 curricular alignment.
4. Introduce a Community Archaeology Class at UTPA to recruit and prepare university students to work as assistants to K-12 teachers in archaeology field, laboratory, and preservation work.
5. Conduct pilot K-12 archaeology field investigations (library, survey, mapping, and analysis) to pre-test curriculum; report findings in writing and at a conference, and exhibit artifacts in appropriate public venues.
6. Submit grant proposals for funds to develop program.
7. Work with UTPA Development Office to raise funds to sustain and expand the program toward maximum public access.
8. Evaluate first year student learning outcomes and community engagement effectiveness; apply findings to improve the program in all deliverable areas.

Fiscal Year 2010 (January 1, 2010 through December 31, 2010) Action Plan:
Year-2 Deliverables:

1. Expand K-12 teacher and student participation to additional schools under guidance of the CHAPS Advisory Board.
2. Recruit expert community volunteers to play leadership roles assisting UTPA-public school team to engage larger numbers of students.
3. Expand trained UTPA student assistant base through class, internships, and volunteer organization.
4. Expand field, laboratory, reporting, and exhibition activities; conduct first scientific excavations on a pilot basis.
5. Evaluate second year student learning outcomes and community engagement effectiveness and apply findings to design best practice model for implementation in year-3.

Fiscal Year 2011 (January 1, 2011 through December 31, 2011) Action Plan:
Year-3 Deliverables:

1. Implement best practices as identified in years 1-2 to implement the program throughout Hidalgo County schools, with the number of schools participating commensurate with funding, in consultation with the Advisory Board.

SUSTAINABILITY

Year 4 and Beyond:
Build the quality and impact of CHAPS**;** begin replicating it throughout the Region 1 counties of South Texas.

FUNDING REQUEST AND COMMITMENTS

Year-1 Budget

	UTPA	**Hidalgo County**	**Participating Schools**	**TOTAL**
Director (12 months, full time)	12,000	68,000		80,000
Graduate Assistant (12 months, 50% time)	15,000			15,000
Secretarial Support (12 months, 50% time)		10,000		10,000
Staff Benefits		21,840		21,840
Curriculum, Communication, Management		9,000		9,000
Computer Systems (2)	4,000			4,000
Field and Laboratory Research Fees			TBA	
Teacher Participation			TBA	
Laboratory Space, Furniture, Equipment	TBA			
Total Direct		108,840		
Indirect (15%)		16,326		16,326
Total	31,000	125,166		156,166

Year-2 Budget
Will request continuation at 3% increase for salaries and benefits: $111,835 + 16,775 (indirect)= 128,610.

Year-3 Budget
Will request continuation at 3% increase for salaries and benefits: $114,920 + 17,238 (indirect) = 132,158.

AI-12732 **6.F.**

Amended Reimbursement Resolution

CC REGULAR

Date:	12/16/2008
Submitted By:	Sergio Cruz, BUDGET & MANAGEMENT
Department:	BUDGET & MANAGEMENT
Agenda Category:	Comm. Court Executive Officer

Information

CAPTION

Approval of amended Notice of Intention To Reimburse Project Expenditures (Reimbursement Resolution), previously approved by Commissioners Court on October 7, 2008 (AI-11556 20.J.), to increase the estimated reimbursable amount and include additional project expenditures (purposes).

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:** C.O. Series 2009

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

BUDGETARY IMPACT:

Reimbursement is to come from Certificate of Obligation Series 2009.

Attachments

Link: Notice of Reimbursement Amended 12-09-2008

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	12/10/2008 09:52 AM	APRV
2	Dale Kennan	Dale Kennan	12/10/2008 05:29 PM	APRV
3	Auditor's Office	Linda Fong	12/12/2008 09:41 AM	APRV
4	Purchasing Department	Marty Salazar	12/12/2008 12:37 PM	APRV

Form Started By: Sergio Cruz Started On: 12/10/2008 09:31 AM

Final Approval Date: 12/12/2008

STATE OF TEXAS
COUNTY OF HIDALGO

A NOTICE OF INTENTION TO
REIMBURSE PROJECT EXPENDITURES

The undersigned, authorized by resolution of the County Commissioners Court (the "County Commissioners Court") of the County of Hidalgo (the "County"), gives notice of the County's intent to reimburse itself for certain qualified expenditures made or to be made no earlier than 60 days prior to the date hereof, and to undertake certain capital expenditures as authorized under state law, consisting of the expenditures described in Exhibit "A" attached hereto (the "Project").

The County is proceeding with the Project and the County anticipates that no earlier than 60 days prior to the date hereof and prior to the issuance of any debt obligations, it is or will be obligated to make certain expenditures with respect to the Project.

The County will be required to expend funds out of its general fund or other available funds to pay for the expenditures. The expenditures are for governmental purposes and will originally be paid from a source other than proceeds of tax-exempt obligations.

The maximum principal amount of tax-exempt obligations which the County expects to issue for the projects is $30,000,000, of which it intends to reimburse itself for a portion of its preliminary and capital expenditures. The estimated amount which the County intends to reimburse is $10,000,000.00, which amount will be used to undertake construction projects consisting of the following expenditures:

1. Drainage and Road Systems Project

    a. the acquisition of lands and rights of way to be used for installation, construction and improvement of drainage systems and road systems (including traffic signaling);

    b. payment of contractual obligations for professional services, including services provided by engineers, architects, attorneys, auditors, financial advisors, and fiscal agents;

    c. Design and construction of drainage and road systems, to include purchase of materials and supplies;

    d. the purchase of equipment and machinery for authorized needs and purposes (including traffic signaling);

    e. payment for work that is directly attributable under generally accepted accounting principles to the costs of the project and that is performed by employees of the issuer may be allocated or attributed to the capital costs of the project.

2. County Buildings

    a. undertake building and facilities renovations, including improvements to comply with the American Disabilities Act of existing County buildings and facilities and any buildings and facilities to be acquired by the County with its general funds or proceeds of the Certificates;

b. construction of improvements to County Detention Facility and construction of improvements to Sheriff's Dept. substations, to include parking spaces;

c. construction and equipping of a county morgue facility, including the necessary site thereof;

d. construction and equipping of a County Courthouse Building/Space, including the necessary site thereof;

e. construction and equipping of Precinct No. 1 Administrative facility, including the necessary site thereof;

f. construction and equipping of Precinct No. 2 Park facilities, including park equipment and the necessary site thereof;

g. construction of improvements to County Administration Building, including the necessary site thereof;

h. payment of contractual obligations for professional services, including services provided by engineers, architects and attorneys;

i. the purchase of equipment and machinery for authorized needs and purposes;

j. payment for work that is directly attributable under generally accepted accounting principles to the costs of the project and that is performed by employees of the issuer may be allocated or attributed to the capital costs of the project.

This is a "declaration of official intent" pursuant to and within the meaning of Treasury Regulations §1.150-2, as promulgated under the Internal Revenue Code of 1986, as amended.

GIVEN ON THE ____ DAY OF _____, 2008

COUNTY OF HIDALGO

_____
County Judge

AI-12791 **6.G.**

Appt. of Deputy Constable - Pct. 3 Solid Waste Enf. Officer
CC REGULAR

Date:	12/16/2008
Submitted By:	Monica Badillo, BUDGET & MANAGEMENT
Department:	BUDGET & MANAGEMENT
Agenda Category:	Comm. Court Executive Officer

Information

CAPTION

Consideration and action on the Appointment of Deputy Constable Leroy Ortiz in accordance with Local Government Code Section 86.011.

BACKGROUND

Hired on 12/4/08

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	12/12/2008 10:52 AM	APRV
2	Erika Reyna	Erika Reyna	12/12/2008 01:55 PM	APRV
3	Auditor's Office		12/12/2008 05:24 PM	NEW
Form Started By: Monica Badillo			Started On: 12/10/2008 04:35 PM	
Final Approval Date: 12/12/2008				

AI-12647 **7.B.**

CIHCP - Contract for Participation - Out stationed Eligibility Specialists in Health Care Facilities

CC REGULAR

Date:	12/16/2008
Submitted By:	Dairen Sarmiento, HEALTH & HUMAN SERVICES DEPT.
Submitted For:	Dairen Sarmiento
Department:	HEALTH & HUMAN SERVICES DEPT.
Agenda Category:	Health & Human Services Dept.

Information

CAPTION

Presentation for discussion, consideration and approval of Contract for Participation for Out stationed Eligibility Specialists in Health Care Facilities at:
1. Knapp Medical Center
2. Mission Hospital, Inc
3. Rio Grande Regional Hospital
4. McAllen Medical Center & Edinburg Regional Medical Center

BACKGROUND

Contract period January 1, 2009 - December 31, 2009.
The County and the Contractor have mutually agreed to allow County-employed eligibility specialist to be out stationed at health care facility (s).

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Salaries & Fringe Benefits funded in 2009 Budget.

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	12/04/2008 11:07 AM	APRV
2	Manuel Chapa	Manuel Chapa	12/05/2008 08:04 AM	APRV
3	Auditor's Office		12/12/2008 05:24 PM	PEND

Form Started By: Dairen Sarmiento — Started On: 12/04/2008 10:31 AM

Final Approval Date: 12/12/2008

AI-12812 **7.C.**

TALHO Membership Dues

CC REGULAR

Date:	12/16/2008
Submitted By:	Josie Escalante, HEALTH & HUMAN SERVICES DEPT.
Submitted For:	Eddie Olivarez
Department:	HEALTH & HUMAN SERVICES DEPT.
Agenda Category:	Health & Human Services Dept.

Information

CAPTION

Requesting authorization and approval to renew 2009 membership dues for the Texas Association of Local Health Officials (TALHO) in the amount of $1,500.00.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1293-441-00-340-005-0-810

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

BUDGETARY IMPACT:

Available balance as of 12-12-08 $1,500.00

Attachments

Link: Talho

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	12/11/2008 10:02 AM	APRV
2	Manuel Chapa	Manuel Chapa	12/12/2008 09:33 AM	APRV
3	Auditor's Office	Linda Fong	12/12/2008 10:19 AM	APRV
4	Purchasing Department	Marty Salazar	12/12/2008 12:38 PM	APRV

Form Started By: Josie Escalante Started On: 12/11/2008 09:32 AM

Final Approval Date: 12/12/2008

$ 1500.00
Funds: 8-1293-441-00-340-005-0-810

TO THE COUNTY AUDITOR
AFFIDAVIT FOR MEMBERSHIP DUES

THE STATE OF TEXAS

COUNTY OF HIDALGO

I, Eduardo Olivarez, do hereby state that my membership in the Texas Association of Local Health Officials on behalf of Hidalgo County and dues to be paid by Hidalgo County is necessary in the performance of my duties as an official/employee of Hidalgo County. I further state the following:

1. My participation in the association or organization is for the betterment of County Government and the benefit of me as a County official or employee;

2. The association or organization is not affiliated with a labor organization;

3. Neither the association or organization nor an employee of the association or organization directly or indirectly influences or attempts to influence the outcome of any legislation pending before the legislature, except for the providing of information for a member of the legislature or appearing before a legislative committee at the request of the committee or member of the legislature; and

4. Neither the association or organization directly or indirectly contributes any money, services, or other valuable thing to a political campaign or endorses a candidate or group of candidates for public office.

SIGNATURE: _____

TITLE: Chief Administrative Office

Before me Graciela Lopez, a Notary Public, appeared Eduardo Olivarez, and on his/hers oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.

GRACIELA LOPEZ
Notary Public
STATE OF TEXAS
My Comm. Exp. 02-06-2010

SEAL

Graciela Lopez
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

AUTHORITY: LGC Sec. 113.064b

COUNTY AUDITOR'S FORM: SFA-CA-041

Texas Association of Local Health Officials
715 Discovery Blvd., #308
Cedar Park, TX 78613
Tel: 512-528-9691 Fax: 512-528-9689
www.talho.org

INVOICE

DATE:	INVOICE #:
1/1/2009	0455

Billing Address	Service Address
Hidalgo County Health Department 1304 South 25th Street Edinburg, TX 78539-7205	Hidalgo County Health Department 1304 South 25th Street Edinburg, TX78539-7205

Description	Quantity	Amount
Membership Dues - Annual	0.00	0.00
Membership Dues - Annual	0.00	1,500.00

Please make checks payable to: Texas Association of Local Health Officials.
Remit to above address.

Sales Tax: 0.00

Total Now Due: **$1,500.00**

Payment due upon receipt of invoice.

TEXAS ASSOCIATION
OF LOCAL HEALTH OFFICIALS

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Sal Garcia
Midland Health Department

Members-At-Large
Lou Brewer
Tarrant County Public Health Department

Eddie Olivarez
Hidalgo County Health Department

Daniel Reimer
City of Fort Worth Public Health Department

Executive Director
Lee A. Lane

Videoconferencing is available to all local health departments, providing an effective method of live communication across long distances. TALHO provided funding for the equipment installed at the health departments and continues to fund their upkeep. TALHO members often use this technology to join in meetings versus incurring the expenses it would require to travel to the event. Members have the opportunity to become more involved by having a way to participate in meetings that health departments otherwise could not afford. Distance education courses with available continuing education credits are also broadcast via this medium. TALHO has also recently added the capability to host webinars. This service allows local health departments to participate via the web in educational events, informational meetings and workshops. In addition, this service also allows local health departments to design and host their own web events.

Many more services are available through your membership in TALHO. We are continually working with local health departments to add additional services by request. For more information about the services available from TALHO, contact the TALHO staff at 512-528-9691 or info@talho.org.

We look forward to your continued support of our organization and working with you in 2009! In the meantime, if there are questions you may have or if the TALHO office can provide assistance to you, please do not hesitate to contact us. Our network engineers are here to assist you with technical issues and the office staff is here to assist you in any way we can. Once again, please do not hesitate to contact us if you should have any questions or concerns. Your feedback is extremely valuable to us and we look forward to your continued participation.

Sincerely,

Lee A. Lane
Executive Director

715 Discovery Blvd., #308
Cedar Park, TX 78613
(512)528-9691 Fax: (512)528-9689
info@talho.org
WWW.TALHO.ORG

Public Health
Prevent. Promote. Protect.

TEXAS ASSOCIATION
OF LOCAL HEALTH OFFICIALS

RECEIVED
HIDALGO COUNTY HEALTH
AND HUMAN SERVICES DEPARTMENT

NOV 17 2008

November 15, 2008

1304 S. 25th Ave.
Edinburg, Texas 78542

Eduardo Olivarez, Chief Admin. Officer
Hildalgo County Health Department
1304 S. 25th Street
Edinburg, TX 78539-7205

Dear Eduardo:

As you may know, the Texas Association of Local Health Officials, (TALHO), provides many invaluable services to local health departments. These services are made possible by various grants and the generous support of our members. The benefits that local health departments receive from TALHO take many forms and include advocacy for public health in Texas, as well as support for the collective agenda of the local public health practitioners. In addition, TALHO is the key legislative advocate and interface for LPHAs at the state and national levels. As the key legislative advocate for Local Public Health Agencies (LPHA), TALHO provides valuable insight to LPHAs in Texas, as a mediator and an organizer. Collective bargaining and workshop organization are functions of TALHO that benefit LPHAs routinely. TALHO is also the premier contact point for all national and statewide public health entities that wish to have an audience with LPHAs. Conversely, when an individual member contacts TALHO for information regarding events or programs offered by such entities, TALHO casts a wide net to gather information using its contacts. The information TALHO garners in its research is passed on to benefit all other departments. In this respect, TALHO excels as an information clearinghouse for all its members.

In addition, technology is an area in which TALHO is unmatched in the public health arena. Thanks to funding from the Center for Disease Control (CDC), through the Texas Department of State Health Services (DSHS), and other grant partners, TALHO has pulled together a collective information technology resource. Senior level IT administrators and engineers are available to TALHO members for consultative services from software selection to large wide area network projects. TALHO also provides and manages connectivity solutions for its members. In addition to a wide selection of benefits, many members receive up to $600 per month for the T1 data connection TALHO provides at its members' locations. Many members use this connectivity as their primary internet access. Others implement it in their disaster recovery plans as a failover communications route. TALHO also provides wireless data connectivity in the form of Verizon Aircards, which is extremely useful for administrators on the go or for implementation in remote vaccination or emergency response locales.

The state-wide, high-quality network that TALHO provides allows health departments to take advantage of much more than just reliable internet access. Services available also include an on-demand multimedia library where videoconferences and satellite broadcast events are archived and available for later viewing, in addition to valuable training, produced by TALHO's public health partners in Texas and beyond. Individual health departments can even configure their own unique library containing their own content.

Board of Directors

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Eddie Olivarez
Hidalgo County Health Department

Daniel Reimer
City of Fort Worth Public Health Department

Executive Director
Lee A. Lane

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info@talho.org
WWW.TALHO.ORG

Public Health
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AI-12750 **7.D.**

Health Division - FY2009 TB Elimination Grant Contract

CC REGULAR

Date:	12/16/2008
Submitted By:	Dan Beltran, HEALTH & HUMAN SERVICES DEPT.
Department:	HEALTH & HUMAN SERVICES DEPT.
Agenda Category:	Health & Human Services Dept.

Information

CAPTION

1. Requesting approval to accept the attached TB Elimination Grant Contract #2009-030584, Attachment #001, in the amount of $341,657.00 for the period 1/1/2009 to 12/31/2009.
2. Requesting approval of the attached TB Elimination Grant Budget and Salary Schedules for the period 1/1/2009 to 12/31/2009 (Account #9-1293-441-00-340-011-0).

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 9-1293-441-00-340-011-0-XXX

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

BUDGETARY IMPACT:

Appropriation of funds in the total amount of $341,657.00 for the TB Elimination Grant for FY 2009. Grant period is from 1-1-09 to 12-31-09.

Revenue Acct #9-1293-334-00-340-011-0-000 - TDH TB Elimination Revenues

Attachments

Link: FY09 TB Elim Contract

Link: FY09 Elimination Budget

Link: salary schedule

Link: FY09 TB Elim Sal

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	12/10/2008 02:08 PM	APRV
2	Manuel Chapa	Manuel Chapa	12/12/2008 05:10 PM	APRV
3	Auditor's Office		12/12/2008 05:24 PM	NEW

Form Started By: Dan Beltran — Started On: 12/10/2008 01:50 PM

Final Approval Date: 12/12/2008

DEPARTMENT OF STATE HEALTH SERVICES

This contract, number 2009-030584 (Contract), is entered into by and between the Department of State Health Services (DSHS or the Department), an agency of the State of Texas, and HIDALGO COUNTY HEALTH & HUMAN SERVICES (Contractor), a Government Entity, (collectively, the Parties).

1. **Purpose of the Contract.** DSHS agrees to purchase, and Contractor agrees to provide, services or goods to the eligible populations as described in the Program Attachments.

2. **Total Amount of the Contract and Payment Method(s).** The total amount of this Contract is $341,657.00, and the payment method(s) shall be as specified in the Program Attachments.

3. **Funding Obligation.** This Contract is contingent upon the continued availability of funding. If funds become unavailable through lack of appropriations, budget cuts, transfer of funds between programs or health and human services agencies, amendment to the Appropriations Act, health and human services agency consolidation, or any other disruptions of current appropriated funding for this Contract, DSHS may restrict, reduce, or terminate funding under this Contract.

4. **Term of the Contract.** This Contract begins on 01/01/2009 and ends on 12/31/2009. DSHS has the option, in its sole discretion, to renew the Contract as provided in each Program Attachment. DSHS is not responsible for payment under this Contract before both parties have signed the Contract or before the start date of the Contract, whichever is later.

5. **Authority.** DSHS enters into this Contract under the authority of Health and Safety Code, Chapter 1001.

6. **Documents Forming Contract.** The Contract consists of the following:

   a. Core Contract (this document)
   b. Program Attachments:

      2009-030584-001 Tuberculosis Prevention and Control - Federal

   c. General Provisions (Sub-recipient)
   d. Solicitation Document(s), and
   e. Contractor's response(s) to the Solicitation Document(s).
   f. Exhibits

Any changes made to the Contract, whether by edit or attachment, do not form part of the Contract unless expressly agreed to in writing by DSHS and Contractor and incorporated herein.

7. **Conflicting Terms.** In the event of conflicting terms among the documents forming this Contract, the order of control is first the Core Contract, then the Program Attachment(s), then the General Provisions, then the Solicitation Document, if any, and then Contractor's response to the Solicitation Document, if any.

8. **Payee.** The Parties agree that the following payee is entitled to receive payment for services rendered by Contractor or goods received under this Contract:

Name: HIDALGO COUNTY
Address: HIDALGO COUNTY TREASURER 2810 S BUSINESS 281
EDINBURG, TX 78539-6243
Vendor Identification Number: 17460007176060

9. **Entire Agreement.** The Parties acknowledge that this Contract is the entire agreement of the Parties and that there are no agreements or understandings, written or oral, between them with respect to the subject matter of this Contract, other than as set forth in this Contract.

By signing below, the Parties acknowledge that they have read the Contract and agree to its terms, and that the persons whose signatures appear below have the requisite authority to execute this Contract on behalf of the named party.

DEPARTMENT OF STATE HEALTH SERVICES	HIDALGO COUNTY HEALTH & HUMAN SERVICES
By:_____ Signature of Authorized Official	By:_____ Signature
_____ Date	_____ Date
Bob Burnette, C.P.M., CTPM	_____ Printed Name and Title
Director, Client Services Contracting Unit	_____ Address
1100 WEST 49TH STREET AUSTIN, TEXAS 78756	_____ City, State, Zip
(512) 458-7470	_____ Telephone Number
Bob.Burnette@dshs.state.tx.us	_____ E-mail Address for Official Correspondence

CONTRACT NO. 2009-030584
PROGRAM ATTACHMENT NO.001
PURCHASE ORDER NO.0000346028

CONTRACTOR: HIDALGO COUNTY HEALTH & HUMAN SERVICES

DSHS PROGRAM: Tuberculosis Prevention and Control - Federal

TERM: 01/01/2009 THRU: 12/31/2009

SECTION I. STATEMENT OF WORK:

Throughout the Contractor's defined service area of Hidalgo County the Contractor shall develop and provide: (1) basic services and associated activities for tuberculosis (TB) prevention and control; and (2) expanded outreach services to individuals of identified special populations who have TB or who are at high risk of developing TB.

Contractor shall provide the services outlined above in compliance with the following:

- DSHS Standards of Performance for the Prevention and Control of Tuberculosis, available at http://www.dshs.state.tx.us/idcu/disease/tb/publications/default.asp;
- DSHS Standards for Public Health Clinic Services, available at http://www.dshs.state.tx.us/sdi/docs/section8.pdf;
- American Thoracic Society (ATS) and Centers for Disease Control and Prevention (CDC) joint statements on diagnosis, treatment and control of TB available at http://www.cdc.gov/mmwr/preview/mmwrhtml/rr5211a1.htm;
- Diagnostic Standards and Classification of Tuberculosis in Adults and Children, (American Journal of Respiratory and Critical Care Medicine, Vol. 161, pp. 1376-1395, 2000) http://ajrccm.atsjournals.org/cgi/reprint/161/4/1376;
- Treatment of Tuberculosis, (ATS/CDC/IDSA), 2003 available at http://www.cdc.gov/tb/pubs/mmwr/Maj_guide/default.htm;
- Targeted Tuberculin Testing and Treatment of Latent TB Infection (LTBI), Morbidity and Mortality Weekly Report, Vol. 49, No. RR-6, 2000, available at http://www.cdc.gov/mmwr/PDF/rr/rr4906.pdf;
- Updated: Adverse Event Data and Revised American Thoracic Society/CDC Recommendations Against the Use of Rifampin and Pyrazinamide for Treatment of Latent Tuberculosis Infection – United States, 2003, MMWR 52 (No. 31) http://www.cdc.gov/mmwr/preview/mmwrhtml/mm5231a4.htm ; and
- Controlling Tuberculosis in the United States, MMWR, Vol. 54, No. RR-12, 2005 http://www.cdc.gov/mmwr/preview/mmwrhtml/rr5412a1.htm.

Contractor shall comply with all applicable federal and state regulations and statutes, including, but not limited to, the following:

- Texas Tuberculosis Code, Health and Safety Code, Chapter 13, Subchapter B,
- Communicable Disease Prevention and Control Act, Texas Health and Safety Code, Chapter 81,
- Screening and Treatment for Tuberculosis in Jails and Other Correctional Facilities, Health and Safety Code, Chapter 89,
- Texas Administrative Code TAC, Title 25, Part 1, Chapter 97, Subchapter A, Control of Communicable Diseases, and
- Texas Administrative Code TAC, Title 25, Part 1, Chapter 97, Subchapter H, Tuberculosis Screening for Jails and Other Correctional Facilities.

Contractor shall perform all activities under this Renewal Program Attachment in accordance with Contractor's final, approved work plan (attached as Exhibit A), and detailed budget as approved by DSHS. Contractor must receive written approval from DSHS before varying from applicable policies, procedures, protocols, and the final approved work plan, and must update its implementation documentation within forty-eight (48) hours of making approved changes so that staff working on activities under this contract knows of the change(s).

DSHS reserves the right, where allowed by legal authority, to redirect funds in the event of financial shortfalls. DSHS will monitor Contractor's expenditures on a quarterly basis. If expenditures are below that projected in Contractor's total Renewal Program Attachment amount, as shown in SECTION VI. BUDGET, Contractor's budget may be subject to a decrease for the remainder of the Contract term. Vacant positions existing after ninety (90) days may result in a decrease in funds.

Because of the inherent time to complete treatment for tuberculosis disease and latent tuberculosis infection in relation to the period of this Renewal Program Attachment, required reporting under this Program Attachment will show results for work performed under previous Program Attachments.

Contractor shall provide a complete and accurate annual narrative report, in the format provided by DSHS, demonstrating compliance with the requirements of this Renewal Program Attachment. That report shall include, but is not limited to, a detailed analysis of performance related to the performance measures listed below. A progress report of activities in January through December shall also be submitted, in a format provided by DSHS. The narrative program report shall be sent to the Department of State Health Services, Infectious Disease Intervention and Control Branch, Mail Code 1939, PO Box 149347, Austin, Texas 78714-9347 via regular mail, or by fax to *(512)458-7787)*, or e-mail to charles.wallace@dshs.state.tx.us. Contractor shall maintain the documentation used to calculate performance measures as required by the General Provisions Article VIII "Records Retention" and by the Texas Administrative Code Title 22, Part 9 Chapter 165, §165.1 regarding the retention of medical records.

Report periods and due dates are as follows:

PERIOD COVERED	DUE DATE
January 2008 – December 2008	March 2, 2009
January 2009 – May 2009	July 1, 2009

Contractor shall send all initial reports of confirmed and suspected TB cases to DSHS within seven (7) working days of identification or notification. Any updates to initial DSHS Report of Cases and Patient Services Forms (TB-400) (e.g., diagnosis, medication changes, x-rays, and bacteriology) and case closures shall be sent to DSHS at PO Box 14937, Mail Code 1939, Austin, Texas 78714-9347.

Contractor shall send an initial report to DSHS of contacts on all Class 3 TB cases and smear-positive Class 5 TB suspects within thirty (30) days of identification using DSHS' Report of Contacts Form (TB-340 and TB-341). Any new follow-up information (not included in the initial report) related to the evaluation and treatment of contacts shall be sent to DSHS on the TB-340 and TB-341 at intervals of 90 days, 120 days, and 2 years after the day the Contractor became aware of the TB case.

Electronic reporting to DSHS for Class 3 TB cases, smear positive Class 5 TB suspects, and their contacts may become available during the term of this Renewal Program Attachment. Once notified of this option by DSHS, Contractor may avail itself of this option if it adheres to all the electronic reporting requirements (including system requirements) provided at that time.

Contractor will determine the number of persons which receive at least one TB service, including but not limited to: tuberculin skin tests; chest radiographs; health care worker services; or treatment with one or more anti-tuberculosis medications. Contractor must determine these numbers at the end of each month during the contract term and report these numbers to DSHS TB Program by the 5th of each month following the end of the month.

SECTION II. PERFORMANCE MEASURES:

The following performance measures will be used to assess, in part, Contractor's effectiveness in providing the services described in this Renewal Program Attachment, without waiving the enforceability of any of the other terms of the contract or any other method of determining compliance.

Contractor must ensure that:

1. At least 90% of cases and suspected cases under treatment in 2008 are on directly observed therapy (DOT);
2. At least 92% of eligible* TB cases reported in 2007 complete a course of curative TB treatment within twelve (12) months of initiation of treatment;
3. At least 95% of TB patients reported in 2007 with initial positive cultures are tested for drug susceptibility and have those test results documented in their medical record;
4. At least 93% of smear positive TB cases reported in 2008 have at least one (1) contact identified;
5. At least 74% of identified contacts to smear-positive TB cases reported in 2007 shall be evaluated for TB infection or disease;
6. At least 65% of infected contacts (to smear-positive cases reported in 2007) who are started on treatment for latent tuberculosis infection (LTBI) shall complete therapy;
7. At least 74% of adults (age>14) with TB disease reported in 2008 are tested for HIV;

8. At least 84% of adults (age 25-44) with TB disease reported in 2008 are tested for HIV; and
9. Report the number of TB cases in US-born non-Hispanic African-Americans reported in 2008.

*Excludes TB cases: 1) diagnosed at death; 2) who die during therapy; 3) who are resistant to rifampin; 4) who have meningeal disease; and/or 5) who are younger than 15 years with either miliary disease or a positive blood culture for TB.

If the Contractor fails to meet any of the performance measures, the Contractor shall furnish in the narrative report due March 2, 2009, a written explanation including a plan (with schedule) to meet those measures. This requirement does not excuse any violation of this Contract, nor does it limit DSHS as to any options available under the contract regarding breach.

DSHS shall evaluate compliance with these performance measures based on: information maintained in databases kept at the Tuberculosis Prevention and Control Program; audits and/or inspections; scheduled program reviews; reporting requirements under this contract; and using any other information available to DSHS.

SECTION III. SOLICITATION DOCUMENT:

N/A

SECTION IV. RENEWALS:

None.

SECTION V. PAYMENT METHOD:

Cost Reimbursement

Funding is further detailed in the attached Categorical Budget and if applicable, Equipment List.

SECTION VI. BILLING INSTRUCTIONS:

Contractor shall request payment using the State of Texas Purchase Voucher (Form B-13) and acceptable supporting documentation for reimbursement of the required services/deliverables. Vouchers and supporting documentation should be mailed or submitted by fax or electronic mail to the addresses/number below.

Claims Processing Unit, MC1940
Department of State Health Services
1100 West 49th Street
PO Box 149347
Austin, TX 78714-9347

The fax number for submitting State of Texas Purchase Voucher (Form B-13) to the Claims Processing Unit is (512) 458-7442. The email address is invoices@dshs.state.tx.us.

SECTION VII. BUDGET

SOURCE OF FUNDS: CFDA Funding #93.116

SECTION VIII. SPECIAL PROVISIONS:

General Provisions, are revised to include the following:

General Provisions, **FUNDING** Article, is revised to include the following:

Funding from this Renewal Program Attachment shall not be used to supplant (i.e., used in place of funds dedicated, appropriated or expended for activities funded through this Renewal Program Attachment) state or local funds, but Contractor shall use such funds to increase state or local funds currently available for a particular activity. Contractor shall maintain local funding at a sufficient rate to support the local program. If the total cost of the project is greater than DSHS' funding set out in SECTION VII. BUDGET, Contractor shall supply funds for the remaining costs in order to accomplish the objectives set forth in this Program Attachment.

All revenues directly generated by this Renewal Program Attachment or earned as a result of this Renewal Program Attachment during the term of this Renewal Program Attachment are considered program income; including income generated through Medicaid billings for TB related clinic services. The Contractor shall use this program income to further the scope of work detailed in this Renewal Program Attachment, and must keep documentation to demonstrate such to DSHS's satisfaction. This program income may not be used to take the place of existing local, state, or federal program funds.

General Provisions, **PAYMENT METHODS AND RESTRICTIONS** Article, Billing Submission Section, is hereby revised to add:

Quarterly Financial Status Reports (Form 269A) from Contractor shall be provided to DSHS in the format provided by the DSHS. These reports shall be mailed to Department of State Health Services, Attention: Accounting Section, Claims Processing Unit, Mail Code 1940, 1100 West 49th Street, PO Box 149347, Austin, Texas 78714-9347. One (1) copy of each quarterly financial status report shall be mailed to the Department of State Health Services, Attention: Infectious Disease Intervention and Control Branch, Mail Code 1939, PO Box 149347, Austin, Texas 78714-9347. These reports shall be submitted on a quarterly basis as follows:

PERIOD COVERED	**DUE DATE**
January, February March	April 30, 2009
April, May, June	July 31, 2009
July, August, September	October 30, 2009
October, November December	February 26, 2010

2009-030584-001

Categorical Budget:

PERSONNEL	$249,263.00
FRINGE BENEFITS	$82,033.00
TRAVEL	$5,000.00
EQUIPMENT	$0.00
SUPPLIES	$5,361.00
CONTRACTUAL	$0.00
OTHER	$0.00
TOTAL DIRECT CHARGES	$341,657.00
INDIRECT CHARGES	$0.00
TOTAL	$341,657.00
DSHS SHARE	$341,657.00
CONTRACTOR SHARE	$0.00
OTHER MATCH	$0.00

Total reimbursements will not exceed $341,657.00

Financial status reports are due: 04/30/2009, 07/30/2009, 10/30/2009, 03/01/2010

TEXAS DEPARTMENT OF STATE HEALTH SERVICES

CERTIFICATION REGARDING LOBBYING

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief that:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or an employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less that $10,000 and not more than $100,000 for each such failure.

Signature

Date

Print Name of Authorized Individual

2009-030584

Application or Contract Number

HIDALGO COUNTY HEALTH & HUMAN SERVICES

Organization Name

DATE: December 10, 2008

DEPARTMENT HEAD: Eduardo Olivarez, Chief Administrative Officer

DEPARTMENT NAME: Hidalgo County Health Department

ACCOUNT NUMBER: 9-1293-441-00-340-011-0 (TB Elimination Grant)

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

Honorable Commissioner's Court of Hidalgo County:

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

INCREASE OBJECT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT
9-1293-441-00-340-011-0-113	Salary F/T Employee	$ 252,952 00
9-1293-441-00-340-011-0-211	Health Insurance	$ 26,646 79
9-1293-441-00-340-011-0-212	Life Insurance	$ 246 77
9-1293-441-00-340-011-0-220	FICA	$ 19,350 83
9-1293-441-00-340-011-0-230	Retirement	$ 22,563 32
9-1293-441-00-340-011-0-250	Unemployment	$ 1,264 76
9-1293-441-00-340-011-0-260	Worker's Comp	$ 8,271 53
9-1293-441-00-340-011-0-581	Travel In County	$ 5,000 00
9-1293-441-00-340-011-0-601	Office Supplies	$ 5,361 00
9-1293-334-00-340-011-0-000	TDH TB Elimination Reve	341,657.00
	TOTAL BUDGET	$ 341,657 00

INCREASE REQUEST $

Revenue Account #

REASON Implement TB Elimination Grant Budget for the period 1/1/2009 - 12/31/2009

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

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S COURT DATE ATTEST CO CLERK

HIDALGO COUNTY
COMMISSIONER COURT
2008 SALARY SCHEDULE

8-1293-441-00-340-011-0-113
TDH T.B Elimination

AI-12750

Slot #	Obj Code	POSITION TITLE	2007 BUDGETED SALARY	2008 ADJUSTED	2008 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2008 BUDGETED SALARY	2008 ACTUAL SALARY	Other Allowances					2008 ACTUAL TOTAL
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
G001	113	RN	$36,850.00	$0.00	$36,850.00	0.04	$1,474.00	$0.00	$38,324.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
G002	113	LVN	$32,341.00	$0.00	$32,341.00	0.04	$1,294.00	$0.00	$33,635.00	$33,635.00	$0.00	$0.00	$0.00	$0.00	$0.00	$33,635.00
G003	113	LVN	$32,341.00	$0.00	$32,341.00	0.04	$1,294.00	$0.00	$33,635.00	$33,635.00	$0.00	$0.00	$0.00	$0.00	$0.00	$33,635.00
G004	113	SPEC PO LVN	$32,341.00	$0.00	$32,341.00	0.04	$1,294.00	$0.00	$33,635.00	$33,635.00	$0.00	$0.00	$0.00	$0.00	$0.00	$33,635.00
G005	113	LVN	$28,379.00	$0.00	$28,379.00	0.04	$1,135.00	$0.00	$29,514.00	$29,514.00	$0.00	$0.00	$0.00	$0.00	$0.00	$29,514.00
G006	113	OUTREACH WORK	$19,974.00	$0.00	$19,974.00	0	$890.00	$0.00	$20,864.00	$20,864.00	$0.00	$0.00	$0.00	$0.00	$0.00	$20,864.00
G007	113	ASST TB RECORDS MNGR	$19,644.00	$0.00	$19,644.00	0.045	$890.00	$0.00	$20,534.00	$20,534.00	$0.00	$0.00	$0.00	$0.00	$0.00	$20,534.00
G008	113	TB OUTREACH WK	$19,024.00	$0.00	$19,024.00	0.047	$890.00	$0.00	$19,914.00	$19,914.00	$0.00	$0.00	$0.00	$0.00	$0.00	$19,914.00
G009	113	OUTREACH WORK	$17,228.00	$0.00	$17,228.00	0.04	$689.00	$0.00	$17,917.00	$17,917.00	$0.00	$0.00	$0.00	$0.00	$0.00	$17,917.00
G010	113	TB OUTREACH WK	$15,004.00	$0.00	$15,004.00	0.045	$669.00	$0.00	$15,673.00	$15,673.00	$0.00	$0.00	$0.00	$0.00	$0.00	$15,673.00
G011	113	TB OUTREACH WK	$11,533.00	$0.00	$11,533.00	0.047	$540.00	$0.00	$12,073.00	$12,073.00	$0.00	$0.00	$0.00	$0.00	$0.00	$12,073.00
			$264,659.00	$0.00	$264,659.00		$11,059.00	$0.00	$275,718.00	$237,394.00	$0.00	$0.00	$0.00	$0.00	$0.00	$237,394.00

HIDALGO COUNTY HEALTH AND HUMAN SERVICES DEPT
TB ELIMINATION GRANT EMPLOYEE SALARY SCHEDULE
1293-441-00-340-011-0

Term: 1/01/2009 - 12/31/2009

Slot #	Employee Name	Employee Title	General Fd. 340-003	Prog. Inc. 340-005	Grant 340-011
011-G008		TB Outreach Worker	$ 1,606.00	$ 1,085.00	$ 21,683.00
011-G009		Medical Outreach Worker	$ 8,550.00	$ 963.00	$ 19,243.00
011-G006		TB Outreach Worker	$ 1,679.00	$ 1,133.00	$ 22,630.00
011-G007		Asst. TB Records Manager	$ 1,659.00	$ 1,113.00	$ 22,297.00
011-G002		LVN	$ 9,258.00	$ 1,767.00	$ 35,317.00
011-G005		LVN	$ 13,799.00	$ 1,550.00	$ 30,990.00
011-G010		TB Outreach Worker	$ 7,576.00	$ 857.00	$ 17,011.00
011-G001		RN	$ -	$ -	$ -
011-G003		LVN	$ 9,258.00	$ 1,767.00	$ 35,317.00
011-G011		TB Outreach Worker	$ 11,213.00	$ 15.00	$ 13,147.00
011-G004		Special Population Out.LVN	$ 11,024.00	$ -	$ 35,317.00
	Salary Total		**$ 75,622.00**	**$ 10,250.00**	**$252,952.00**
	FICA	7.65%			$ 19,350.83
	Retirement	8.92%			$ 22,563.32
	Unemployment	0.50%			$ 1,264.76
	Worker's Comp	3.27%			$ 8,271.53
	Health Insurance Prem	$4,164/Year			$ 26,646.79
	Life Insurance Prem	$33/Year			$ 246.77
	Fringe Benefit Total				**$ 78,344.00**
	Grand Total				**$331,296.00**

AI-12678 **8.A.**

398TH DC - STATE BAR OF TEXAS MEMBERSHIP DUES

CC REGULAR

Date: 12/16/2008
Submitted By: Rolando Garcia, BUDGET & MANAGEMENT
Submitted For: Ester Cantu
Department: BUDGET & MANAGEMENT

Information

CAPTION

Requesting approval of 2008-2009 membership dues to the State Bar of Texas for the 398th District Court for Judge Aida Salinas Flores in the amount of $60.00.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1100-412-00-009-001-0-810
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Amount available in PO# 595314 is $60.00 for the State Bar of Texas as of 12/05/08.

Attachments

Link: Affidavit&Invoice

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	12/05/2008 11:03 AM	APRV
2	Veronica Lopez	Veronica Lopez	12/05/2008 11:42 AM	APRV
3	Auditor's Office	Linda Fong	12/12/2008 10:18 AM	APRV
4	Purchasing Department	Marty Salazar	12/12/2008 12:38 PM	APRV

Form Started By: Rolando Garcia Started On: 12/05/2008 08:43 AM

Final Approval Date: 12/12/2008

TO THE COUNTY AUDITOR
AFFIDAVIT FOR MEMBERSHIP DUES

THE STATE OF TEXAS)(

COUNTY OF HIDALGO)(

I, **AIDA SALINAS FLORES**, do hereby state that my membership in **THE STATE BAR OF TEXAS** on behalf of Hidalgo County and dues to be paid by Hidalgo County is necessary in the performance of my duties as an official /employee of Hidalgo County. I further state the following:

1. My participation in the association or organization is for the betterment of County government and the benefit of me as a County official or employee;

2. The association or organization is not affiliated with a labor organization;

3. Neither the association or organization nor an employee of the association or organization directly or indirectly influences or attempts to influence the outcome of any legislation pending before the legislature, except for the providing of information for a member of the legislature or appearing before a legislative committee at the request of the committee or member of the legislature; and

4. Neither the association nor organization directly or indirectly contributes any money, services, or other valuable thing to a political campaign or endorses a candidate or group of candidates for public office.

Signature Aida Salinas Flores

Title DISTRICT JUDGE

Before me, a Notary Public, appeared AIDA SALINAS FLORES, and on his/hers oath deposed and stated that the facts set forth in the above affidavit to the true and correct in every respect.

Ester Cantu

NOTARY PUBLIC IN AND FOR THE
STATE OF TEXAS

AUTHORITY: LGC Sec. 113.064b

COUNTY AUDITOR'S FORM: SFA-CA-041

ESTER CANTU
Notary Public, State of Texas
My Commission Expires
06-13-2011

Maintaining Member Return Page

10/29/2008
Bar Card #: 07162200

State Bar College Certification
Complete and Return with $60.00 By 12/31/2008

If you wish to receive a new membership certificate, please TYPE or PRINT your name exactly as it should appear on the certificate:

Otherwise, a 2009 certificate sticker that can be affixed to your current certificate will be mailed to you.

Press releases regarding State Bar College membership will be sent to member's local newspaper(s). Please list any additional newspaper(s) to which you wish a press release to be sent.

Bar Card #: 07162200

HON. AIDA SALINAS FLORES
P.O. BOX 4489
EDINBURG, TX 78540

STATE BAR COLLEGE
P.O. BOX 12487
AUSTIN, TX 78711

Make check payable to State Bar College or Charge (_) Mastercard (_) VISA (_) American Express (_) Discover

Account Number Exp. Date

Aida Salinas Flores
Signature

INVOICE RECEIVED BY:
Aida Salinas Flores ON
GOODS/SERVICES RECEIVED BY:
ON

AI-12843 **9.A.**

Pizza Hut Claim

CC REGULAR

Date: 12/16/2008
Submitted By: Erika Reyna, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Category: Emergency Services Division

Information

CAPTION

Presentation for discussion, consideration, acceptance and approval of claim/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 NUMBER	DATE	AMOUNT
RGV Pizza Hut	38805	08/07/08	$43.96

BACKGROUND

Hurricane Dolly related expense.

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1100-415-00-115-072-0-630
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Available balance as of 12/12/08 $717.48.

Attachments

Link: Invoice

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	12/12/2008 01:27 PM	APRV
2	Dale Kennan	Dale Kennan	12/12/2008 02:05 PM	APRV
3	Auditor's Office		12/12/2008 05:24 PM	NEW
Form Started By: Erika Reyna			Started On: 12/12/2008 11:22 AM	
Final Approval Date: 12/12/2008				

after Eric

Urgent!
Overdue
need payment!

INVOICE

RGV Pizza Hut, LLC.
2101 N. 23rd
McAllen, TX 78501
Tel 956 682 1521
Fax 956 682 7561

CHARGE INVOICE
№ 38805 14

ORGANIZATION NAME
Hidalgo County

ADDRESS
100 E. Cano 2nd Floor

CITY STATE
Edinburg TX

TELEPHONE NUMBER
(956) 318-2600

PERSON MAKING CHARGE
Roberto J. Benavides
PRINT

DATE
8-7-08

AMOUNT OF CHARGE
$43.96

PAY FROM THIS INVOICE.
SEND CHECK TO:
RGV PIZZA HUT, LLC
2101 N. 23RD.
McALLEN, TX 78501

TERMS / DUE ON RECEIPT

SIGNATURE

THIS AREA FOR RESTAURANT USE ONLY

IF THIS IS A TAX-EXEMPT SALE, THE CUSTOMER MUST FILL OUT A TAX EXEMPT FORM.

TRANSACTION NUMBER 51035
NET SALE $43.96
SALES TAX $0
GROSS SALES $43.96

RESTAURANT LOCATION 1202 S. Closner
EMPLOYEE

WHITE - OFFICE CANARY - CUSTOMER PINK - OFFICE

From Ofc Hidalgo ex 208

AI-12779 **9.B.**

Homeland Security Grant Award

CC REGULAR

Date:	12/16/2008
Submitted By:	Erika Reyna, BUDGET & MANAGEMENT
Department:	BUDGET & MANAGEMENT
Agenda Category:	Emergency Services Division

Information

CAPTION

1. Discussion, authorization, and approval to accept the Homeland Security Grant Sub-Recipient Award from the Governor's Division of Emergency Management (GDEM) for $300,000.00.
2. Approval of budget amendment to appropriate the grant award for $300,000.00.

BACKGROUND

Reimbursement Grant
The deadline for returning the signed Notice of Sub-Recipient Award and Direct Deposit Authorization (if applicable) is January 8, 2009.

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1283-429-10-300-025-1-748

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

BUDGETARY IMPACT:

Appropriation of funds in the total amount of $300,000.00 for the Homeland Security Grant Award.

Revenue Acct# 8-1283-331-12-300-025-1-000 - 2008 HS SHSP Revenues
Performance Period: Sep. 1, 2008 thru Jan. 15, 2011.

Attachments

Link: GDEM Grant

Link: BA

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	12/12/2008 01:43 PM	APRV
2	Manuel Chapa	Manuel Chapa	12/12/2008 03:33 PM	APRV
3	Auditor's Office		12/12/2008 05:24 PM	NEW

Form Started By: Erika Reyna — Started On: 12/10/2008 04:05 PM

Final Approval Date: 12/12/2008

RECEIVED
DEC 02 2008
COUNTY JUDGE

DIVISION OF EMERGENCY MANAGEMENT
Office of the Governor

RICK PERRY
Governor

STEVEN McCRAW
Director
Office of Homeland Security

JACK COLLEY
Chief

Mailing Address:
PO Box 4087
Austin, Texas 78773-0220

Contact Numbers:
512-424-2138 Duty Hours
512-424-2277 Non-Duty Hours
512-424-2444 Fax

Physical Address:
5805 N. Lamar Blvd.
Austin, Texas 78752

November 21, 2008

The Honorable J. D. Salinas
Judge, Hidalgo County
100 E. Cano, 2nd Floor
Edinburg, TX 78539

Dear Judge Salinas:

Your jurisdiction is being awarded a sub-grant for the Fiscal Year (FY) 2008 Homeland Security Grant Program (HSGP) to carry out homeland security projects that will significantly improve local and regional terrorism prevention, preparedness, and response capabilities. Proposed local, regional, and urban area projects were grouped into investments that were submitted to U. S. Department of Homeland Security (DHS) for review and approval. Grant funds must be used for projects which support the investments approved by DHS, which are identified in *Enclosure 1*.

The following additional grant-related documents are enclosed:

- Notice of Sub-recipient Award (SRA) – *Enclosure 2*

  The *Notice of Sub-recipient Award* for the 2008 HSGP must be signed by the chief elected official of your jurisdiction unless that authority has been delegated. Other signatures will require an accompanying statement from the chief elected official authorizing the individual to sign for the jurisdiction.

- Direct Deposit Authorization - *Enclosure 3*

  A. GDEM must have a current *Direct Deposit Authorization* from your jurisdiction in order to transfer grant funds electronically to a designated bank account to reimburse you for grant-funded expenses. Additional copies are available from the Texas State Comptroller's website at: http://www.window.state.tx.us/taxinfo/taxforms/74-158.pdf. An appropriate local official, typically your finance officer, must sign the *Direct Deposit Authorization.*

  B. If you submitted a completed *Direct Deposit Authorization* form with prior Homeland Security Grant Program awards, you do not need to submit another unless your bank account information has changed.

The deadline for returning the signed ***Notice of Sub-Recipient Award*** **and** ***Direct Deposit Authorization*** *(if applicable)* is **January 8, 2009**. The offer of a homeland security sub-grant will be withdrawn if the required materials are not postmarked by the due date. Extensions to this date **will not** be granted. Please submit above documents to one of the following addresses:

The deadline for returning the signed ***Notice of Sub-Recipient Award*** **and** ***Direct Deposit Authorization*** *(if applicable)* is **January 8, 2009**. The offer of a homeland security sub-grant will be withdrawn if the required materials are not postmarked by the due date. Extensions to this date **will not** be granted. Please submit above documents to one of the following addresses:

Mail:

Division of Emergency Management
Attention: SAA Section
P.O. Box 4087
Austin, TX 78773-0270

Courier:

Division of Emergency Management
Attention: SAA Section
5805 N. Lamar
Austin, TX 78752

Please retain a copy of each form for your records.

If you have any program questions regarding HSGP, please contact Edwin Staples at the SAA at 512-377-0002 or 512-377-0000.

Sincerely,



Jack Colley
Chief

JC:es

Enclosures:
1. *DHS Approved Investments*
2. *2008 Notice of Sub-recipient Award*
3. *Direct Deposit Authorization*

Governor's Division of Emergency Management

2008 Sub-Recipient Agreement
for
Hidalgo County

Date of Award
November 18, 2008

1. Sub-Recipient Name and Address	2. Prepared by: Seals, Freddie	3. SAA Award Number: 08-SR 48215-01
Judge J.D. Salinas III Hidalgo County 100 E Cano, 2nd Floor Edinburg, TX 78539	**4. Federal Grant Information**	
	Federal Grant Title:	**Homeland Security Grant Program**
	Federal Grant Award Number:	2008-GE-T8-0034
	Date Federal Grant Awarded to GDEM:	September 1, 2008
	Federal Granting Agency:	Federal Emergency Management Agency National Preparedness Directorate

5. Award Amount and Grant Breakdowns

Total Award Amount
$300,000.00

Note: Additional Budget Sheets (Attachment A): ☐ Yes ☐ No

SHSP 97.073	SHSP-LEAP 97.073	UASI 97.008	UASI-LEAP 97.008	CCP 97.053	MMRS 97.071
$300,000.00	$0.00	$0.00	$0.00	$0.00	$0.00

This award supersedes all previous awards. **Performance Period:** Sep 1, 2008 to Jan 15, 2011

6. Statutory Authority for Grant: This project is supported under Public Law 110-161, the Department of Homeland Security Appropriations Act of 2008.

7. Method of Payment: Primary method is reimbursement. See the enclosed instructions for the process to follow in the submission of invoices.

8. Debarment/Suspension Certification: The Sub-Recipient certifies that the subgrantee and its' contractors/vendors are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any federal department or agency and do not appear in the Excluded Parties List System at http://www.epls.gov.

9. Agency Approval

Approving GDEM Official:	Signature of GDEM Official:
Jack Colley, Chief Division of Emergency Management Office of the Governor	Jack Colley

10. Sub-Recipient Acceptance

I have read and understand the attached Terms and Conditions.

Type name and title of Authorized Sub-Recipient official:	Signature of Sub-Recipient Official:

11. Enter Employer Identification Number (EIN) / Federal Tax Identification Number:	12. Date Signed :

13. DUE DATE: **January 2, 2009**

Signed award and Direct Deposit Form (if applicable) must be returned to GDEM on or before the above due date.

TERMS AND CONDITIONS

Parties to Sub-recipient Agreement

This Sub-recipient agreement is made and entered into by and between the Governor's Division of Emergency Management/State Administrative Agency, an agency of the State of Texas, hereinafter referred to as "GDEM," and the funds recipient, hereinafter referred to as the "Sub-recipient." Furthermore, GDEM and the Sub-recipient are collectively hereinafter referred to as the "Parties." By this Sub-recipient agreement's execution, the Parties have severally and collectively agreed to be bound to the mutual obligations and to the performance and accomplishment of the tasks described in this Sub-recipient agreement. The Sub-recipient Agreement is only an offer until the Sub-recipient returns the signed copy of the 2008 Sub-recipient Agreement in accordance with the date provided in the transmittal letter and in the agreement.

Sub-recipient Purpose and Overview

A. Purpose and Overview. Sub-grant funds provided shall be used to provide law enforcement and emergency response communities with enhanced capabilities for detecting, deterring, disrupting, preventing, and responding to potential threats of manmade, natural disasters and acts of terrorism. The Sub-recipient agrees that all allocations and use of funds under this grant will be in accordance with the Homeland Security Grant Program Guidelines and Application Kit for that fiscal year and must support the goals and objectives included in the State Homeland Security Strategic Plan and the Urban Area Homeland Security (UASI) Strategies. The funds must be used to conform with the State Homeland Security Strategic Plan, follow the projects outlined in the approved investment justifications used to make the FY 2008 grant application and as described in the federal program guidelines found at www.fema.gov/pdf/government/grant/hsgp/fy08_hsgp_guide.pdf. Further, as outlined in the 2008 grant guidance, 2008 HSGP will focus on three objectives as the highest priorities. These three objectives are: 1. Measuring progress toward achieving the National Preparedness Guidelines; 2. Strengthening improvised explosive device (IED) attack deterrence, prevention, and protection capabilities; and 3. Strengthening preparedness planning. At least 25 percent of the total FY 2008 HSGP funding must be dedicated toward enhancing capabilities related to objectives 2 and 3 as identified above. The 25 percent requirement applies to the total award amount for each State across all four programs, not individual awards for SHSP, UASI, MMRS, and CCP.

B. Standard of Performance. The Sub-recipient shall perform all activities and projects entered into the SAA web-based grants management system approved by its Council of Governments (COG) and by the State Administrative Agency (SAA). The Sub-recipient shall perform all activities in accordance with all terms, provisions and requirements set forth in this Sub-recipient agreement and the:

1. Applicable Laws and Regulations, hereinafter referred to as "Exhibit A";
2. Certifications, hereinafter referred to as "Exhibit B"; and
3. Certification Regarding Lobbying for Sub-recipient Agreements, Grants, Loans, and Cooperative Agreements, hereinafter referred to as "Exhibit C".

C. Failure to Perform. In the event the Sub-recipient fails to implement the project(s) entered into The SAA web-based grants management system, or comply with any of this Sub-recipient agreement's provisions, in addition to the remedies specified in this Sub-recipient agreement, the Sub-recipient is liable to GDEM for an amount not to exceed the award amount of this Sub-recipient agreement and may be barred from applying for or receiving additional Homeland Security Grant Program funds or any other federal program funds administered by GDEM until repayment to GDEM is made and any other compliance or audit finding is satisfactorily resolved.

GDEM Obligations

A. Measure of Liability. GDEM shall be liable for actual and reasonable costs incurred by the Sub-recipient during the Sub-recipient agreement period for performances rendered under this Sub-recipient agreement by the Sub-recipient, subject to the limitations set forth in this Section. GDEM shall not be liable to the Sub-recipient for any costs incurred by the Sub-recipient that are not allowable costs.

B. Sub-recipient Agreement Funds Defined and Limit of Liability. The term "Sub-recipient agreement funds" as used in this Sub-recipient agreement means funds provided by GDEM under the HSGP program. The term "Sub-recipient's funds" or match funds as used in this Sub-recipient agreement means funds provided by the Sub-recipient.

Notwithstanding any other provision of this Sub-recipient agreement, the total of all payments and other obligations incurred by GDEM under this Sub-recipient agreement shall not exceed the Total Award Amount listed on the cover page of the Sub-recipient agreement.

C. Excess Payments. The Sub-recipient shall refund to GDEM any sum of Sub-recipient agreement funds that has been paid to the Sub-recipient by GDEM or that GDEM determines has resulted in overpayment to the Sub-recipient that GDEM determines has not been spent by the Sub-recipient in accordance with this Sub-recipient agreement. No refund payment(s) may be made from local, state or federal grant funds unless repayment with grant funds is specifically permitted by statute or regulation. The Sub-recipient shall make such refund to GDEM within thirty (30) days after GDEM requests such refund.

Suspension

Notwithstanding the provisions of Chapter 2251, Texas Government Code, in the event the Sub-recipient fails to comply with any of this Sub-recipient Agreement's terms, GDEM may, upon written notification to the Sub-recipient, suspend this Sub-recipient agreement in whole or in part, withhold payments to the Sub-recipient and prohibit the Sub-recipient from incurring additional obligations of Sub-recipient agreement funds.

Termination

A. GDEM's Right to Terminate. GDEM shall have the right to terminate this Sub-recipient agreement, in whole or in part, at any time before the end of the Performance Period, whenever GDEM determines that the Sub-recipient has failed to comply with any of this Sub-recipient agreement's terms. GDEM shall notify the Sub-recipient in writing prior to the thirtieth (30^{th}) day preceding the termination of such determination and include:

1. the reasons for such termination;
2. the effective date of such termination; and
3. in the case of partial termination, the portion of the Sub-recipient agreement to be terminated.

B. Parties' Right to Terminate. In addition to GDEM's right to terminate specified in Subsection A of this section, both Parties shall have the right to terminate this Sub-recipient agreement, in whole or in part, when the Parties agree that the continuation of the activities funded under this Sub-recipient agreement would not produce beneficial results commensurate with the further expenditure of Sub-recipient agreement funds. The Parties shall agree, in writing, upon the termination conditions, including the effective date of termination and in the case of partial termination, the portion of the Sub-recipient agreement to be terminated.

Conflict of Interest

A. Financial Interest Prohibited. A conflict of interest may arise when the employee, officer or agent; any member of his or her immediate family; his or her partner; or, any organization that employs, or is about to employ any of the above, has a financial or other interest in the firm or person selected to perform a subcontract pursuant to this Sub-recipient agreement. The Sub-recipient shall ensure that no employee, officer, or agent of the Sub-recipient shall participate in the selection, in the award or administration of a subcontract supported by Sub-recipient agreement funds pursuant to this Sub-recipient agreement and comply with Chapter 171, Texas Local Government Code.

B. Other Prohibited Interests. In all cases not governed by Subsection A of this Section and except for eligible administrative or personnel costs, no person who is an employee, agent, consultant, officer, elected official, appointed official of the Sub-recipient or of a subcontractor of the Sub-recipient, in Subsection C of this Section who exercises or have exercised any functions or responsibilities with respect to the activities assisted under this Sub-recipient agreement or any other HSGP Sub-recipient agreement who are in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from the activity, have an interest in or benefit from the activity or have any interest in any Sub-recipient agreement, subcontract or agreement with respect to the activities or the proceeds either for themselves or those with whom they have family or business ties during their tenure or for one year thereafter.

C. Inclusion in Subcontracts. The Sub-recipient shall include the substance of this Section in all subcontracts.

Monitoring

GDEM reserves the right to perform periodic on-site monitoring of the Sub-recipient's compliance with this Sub-recipient agreement's terms and conditions and of the adequacy and timeliness of the Sub-recipient's performance pursuant to this Sub-recipient agreement. After each monitoring visit, GDEM shall provide the Sub-recipient with a written report of the monitor's findings. If the monitoring report notes deficiencies in the Sub-recipient's performance under this Sub-recipient agreement's terms, the monitoring report shall include requirements for the timely correction of such deficiencies by the Sub-recipient. Failure by the Sub-recipient to take action specified in the monitoring report may be cause for this Sub-recipient agreement's suspension or termination pursuant to Sections on the Suspension and/or Termination above.

Audit

A. Audit of Federal and State Funds. The Sub-recipient shall arrange for the performance of an annual financial and compliance audit of Sub-recipient agreement funds received and performances rendered under this Sub-recipient agreement under the Single Audit Act (OMB Circular A – 133; 44 C.F.R. 13.26) and as outlined in Exhibit A. The Sub-recipient will also comply with Texas Government Code, Chapter 783, 1 TAC 5.141.et.seq. and the Uniform Grant Management Standards (UGMS), State Uniform Administrative Requirements for Grants and Cooperative Agreements.

B. GDEM's Right to Audit. Notwithstanding Subsection A of this Section, GDEM reserves the right to conduct a financial and compliance audit of Sub-recipient agreement funds received and performances rendered under this Sub-recipient agreement. The Sub-recipient agrees to permit GDEM or its authorized representative to audit the Sub-recipient's records and to obtain any documents, materials or information necessary to facilitate such audit.

C. Sub-recipient's Liability for Disallowed Costs. The Sub-recipient understands and agrees that it shall be liable to GDEM for any costs disallowed pursuant to financial and compliance audit(s) of Sub-recipient agreement funds. The Sub-recipient further understands and agrees that reimbursement to GDEM of such disallowed costs shall be paid by the Sub-recipient from funds that were not provided or otherwise made available to the Sub-recipient pursuant to this Sub-recipient agreement or any other federal contract.

D. Sub-recipient's Facilitation of Audit. The Sub-recipient shall take such action to facilitate the performance of such audit(s) conducted pursuant to this Section as GDEM may require of the Sub-recipient.

E. State Auditor's Office. The Sub-recipient understands that acceptance of Sub-recipient agreement funds acts as acceptance of the authority of the State Auditor's Office or any successor agency to conduct an audit or investigation in connection with these funds. The Sub-recipient further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. The Sub-recipient shall ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through the Sub-recipient and the requirement to cooperate is included in any subcontract it awards.

For FY 2008, the NIMSCAST will be the required means to report NIMS compliance for FY 2009 preparedness award eligibility. All State and Territory direct preparedness Sub-recipients will be required to submit their compliance assessment via the NIMSCAST by January 31, 2009. The State or Territory department/agency awardee reserves the right to determine compliance reporting requirement of their sub-awardees (locals) in order to disperse funds at the local level.

Reimbursement

Sub-recipient agrees to make no request for reimbursement prior to return of this agreement signed by the authorized Sub-recipient representative. Sub-recipient also agrees to make no request for reimbursement for goods or services procured by Sub-recipient prior to the performance period start date of this agreement.

A. Request for Advance or Reimbursement. The Sub-recipient shall submit to GDEM, a properly completed Local Purchase Submission Cover Sheet as often as actually needed. GDEM retains the authority to approve or deny amount requested and shall not make disbursement of any such payment until GDEM has reviewed and approved such a request. The Local Purchase Submission Cover Sheet shall be supported by documentation as referenced by the SAA web-based grants management system and subsequent policy updates.

B. Request for Advance Funds and Transfer of Funds. The Sub-recipient's requests for an advance of Sub-recipient agreement funds shall be limited to the minimum amounts needed for effective operation of their project(s) under this Sub-recipient agreement and shall be timed as closely as possible to be in accord with actual cash requirements. The Sub-recipient shall establish procedures to minimize the time elapsing between the transfer of funds from GDEM to the Sub-recipient and shall ensure that such funds are disbursed within fifteen (15) days or as soon as administratively possible.

C. Payment Contingent. Notwithstanding the provisions of Subsection A of this Section, payments under this Sub-recipient agreement are contingent upon the Sub-recipient's performance of its contractual obligations.

Urban Areas Security Initiative (UASI) Grants

A. If the Sub-recipient is a participant in a UASI program, during the performance period of this grant, Sub-recipient agrees to adhere to the UASI strategy, goals, objectives, and implementation steps.

B. Sub-recipient agrees that, during the performance period of this grant, all communications equipment purchases must be reviewed and approved by the Regional Interoperable Communications Committee and the UASI points of contact (voting members), if applicable.

UASI Non-Profit Security Grant Program (NSGP)

A. The Sub-recipient agrees that all allocations, uses of funds, and other associated program and administrative requirements under this grant will be in accordance with the Fiscal Year (FY) 2008 UASI Non-Profit Security Grant Program (NSGP) Program Guidance and Application Kit, Information Bulletin number 252, and the FY 2008 UASI NSGP Frequently Asked Questions (FAQs) Parts 1 and 2. All grant Sub-recipients are assumed to have read, understood, and accepted the FY 2008 UASI NSGP Program Guidance and Application Kit, Information Bulletin Number 252 and the FAQs as binding.

B. Sub-recipients must meet a 75 percent Federal-25 percent Sub-recipient soft match requirement. Sub-recipient contributions must be from non-Federal sources. For all costs other than training, the Sub-recipients match may be met through cash, training investments related to use of allowable equipment purchased with the grant, or training investments related to general purpose security and emergency preparedness for staff. In the case of training projects, awardees must meet the matching requirement through cash. In no event can regular personnel costs such as salary, overtime, or other operational costs unrelated to training be used to satisfy the matching requirement.

C. Non-governmental organization Sub-recipients are required to meet certain National Incident Management System (NIMS) compliance requirements. All emergency preparedness, response, and/or security personnel in the non-profit organization participating in the development, implementation, and/or operation of resources and/or activities awarded through this grant are compelled to complete training programs consistent with the NIMS National Standard Curriculum Development Guide. Minimum training includes IS-700 NIMS: An Introduction.

D. Sub-recipients are responsible for keeping a copy of the 501(c)(3) registration number or IRS Letter of Recognition of Sub-grantees on file. Those Sub-recipients who submitted investment justifications, subsequently selected for award, by non-profit organizations which do not hold or have not formally applied for a 501(c)(3) registration number, are responsible for maintaining an affidavit and/or other indicia certifying or verifying their 501(c)(3) compliance on file for review by DHS, in accordance with the FY 2008 UASI NSGP Q&A Part 2.

E. FY 2008 UASI NSGP allowable equipment costs include only the two Authorized Equipment List (AEL) categories identified in the FY 2008 UASI HSGP Program Guidance and Application Kit. These categories are 1) Physical Security Enhancement Equipment, and 2) Inspection and Screening Systems. All allowable equipment costs must fall within these two categories. Interoperable communications equipment, aesthetic enhancement, including business, shrubs, or flowers, general-use vehicles, or related general-use equipment is prohibited under this grant program if it does not fall within one of the two previously identified AEL categories. Additionally, any costs associated with exercises are strictly prohibited. All other training and management and administrative (M&A) costs must be in accordance with the FY 2008 UASI NSGP Program Guidance and Application Kit, Information Bulletin Number 252, and the FY 2008 NSGP FAQs, Parts 1 and 2.

F. The Sub-recipient also agrees that, when practicable, any equipment purchased with grant funding shall be prominently marked as follows: "Purchased with funds provided by the U. S. Department of Homeland Security."

Interoperable Communication Project Compliance

1. Before a local jurisdiction may submit a project for consideration by the State, a preliminary review must be done at the regional level by the Communications Committee or some similar group of the appropriate Council of Governments, Development Council or Planning Council. (Where possible, reviewers should represent a cross-section of the communications community and include representatives from cities, counties and Tribes where appropriate; conventional and trunked systems, and VHF, UHF, 700 MHz, 800 MHz and 900 MHz systems.) Jurisdictions must have baseline information (towers and POC/name) entered into CASM to show the jurisdictions' commitment to adhere to the SCIP. Projects that are deemed to satisfactorily meet the State's Plan will be submitted to the State for formal review.

National Incident Management System (NIMS) and the Incident Command System (ICS)

Sub-recipients must have adopted and be implementing the National Incident Management System (NIMS) and the Incident Command System (ICS) at the local level. NIMS compliance for 2008 must be achieved by completing actions outlined in the NIMS Implementation Matrix.

A. Adoption. The jurisdiction or organization must have formally adopted NIMS as its incident management system through ordinance, court order, or resolution. A copy of the adoption document should be provided to the Preparedness Section of the Division of Emergency Management.

B. Implementation. The jurisdiction or organization must be implementing the principles and policies of NIMS/ICS, including these major requirements:

1. Identifying specific NIMS training requirements for local emergency responder and emergency management positions; then obtaining or providing required training, and documenting it. For further information on NIMS training, see: http://www.fema.gov/emergency/nims/nims_training.shtm
2. Updating jurisdiction or organization emergency plans and procedures to address the NIMS/ICS organizational structure, major functions, concepts, policies, and procedures.
3. Utilizing NIMS/ICS for day-to-day all-hazard emergency response and during exercises.
4. Participating in local, regional, or intrastate mutual aid programs.
5. Maintaining an inventory of emergency response assets (Texas Regional Resource Network), and identifying key assets by resource typing standards developed by FEMA to facilitate multi-agency response. For resource typing information, see: http://www.fema.gov/emergency/nims/rm/rt.shtm. This is accomplished by registering with the Texas Regional Resource Network (TRRN) and updating the information regularly. Additionally, a certification form must be on file with GDEM for every county and local jurisdiction.
6. Complete the NIMS baseline assessment and develop a local NIMS implementation plan.
7. Participate in an all-hazard exercise program based on NIMS that involves responders from multiple disciplines and multiple jurisdictions.
8. All Primary jurisdictions must possess an independent NIMSCAST account.

For a more detailed description of these requirements, as well as other NIMS implementation requirements, see http://www.fema.gov/pdf/emergency/nims/imp_mtrx_states.pdf

FY 08 NIMS implementation requirements must be completed by January 31, 2009.

Other Requirements (These requirements DO NOT apply to NSGP Sub-recipients)

A. During the performance period of this grant, Sub-recipients must maintain an emergency management plan at the Intermediate Level of planning preparedness or higher, as prescribed by GDEM. This may be accomplished by a jurisdiction maintaining its own emergency management plan or participating in an inter-jurisdictional emergency management program that meets the required standards. If GDEM identifies deficiencies in the Sub-recipient's plan, Sub-recipient will correct deficiencies within 60 days of receiving notice of such deficiencies from GDEM.

B. Projects identified in the SAA web-based grant management system must identify and relate to the goals and objectives indicated by the applicable 12 approved project investments for the period of performance of the grant.

C. During the performance period of this grant, Sub-recipient agrees that it will participate in a legally-adopted county and/or regional mutual aid agreement.

D. During the performance period, the Sub-recipient must register as a user of the Texas Regional Response Network (TRRN) and identify all major resources such as vehicles and trailers, equipment costing $5,000 or more and specialized teams/response units equipped and/or trained using grant funds (i.e. hazardous material, decontamination, search and rescue, etc.). This registration is to ensure jurisdictions or organizations are prepared to make grant funded resources available to other jurisdictions through mutual aid.

E. Sub-recipients must submit Fiscal Year 2008 Indirect Cost Allocation Plan signed by Cognizant Agency. Plan should be forwarded to the SAA along with the Planning and Administration Grant Budget Form.

F. Council of Governments (COG) will follow guidelines listed in the FY 08 COG Statement of Work.

G. Up to 15% of the program funds for SHSP, UASI and LETPP may be used to support the hiring of full or part-time personnel to conduct program activities that are allowable under the FY 2007 HSGP (i.e., planning, training program management, exercise program management, etc) The ceiling on personnel costs does not apply to contractors, and is in addition to eligible management and administrative (M&A) costs and eligible hiring of intelligence analysts. Sub-recipients may hire staff only for program management functions, not operational duties. Hiring planners, training program coordinators, exercise managers, and grant administrators fall within the scope of allowable program management functions.

H. The State's 24 planning regions are voluntary associations of local governments organized pursuant to state law as regional planning commissions, councils of government, development councils, and area councils. It is recognized that one of the major functions of state planning regions as homeland security grant Sub-recipients is to perform a wide variety of planning and some program administration for both their region and on behalf of the cities and counties within the region that may also be homeland security grant Sub-recipients.

Closing The Grant

A. The Sub-recipient must have all equipment ordered by January 15, 2011. The last day for submission of invoices is March 15, 2011.

B. GDEM/SAA will close a sub-award after receiving Sub-recipient's final performance report indicating that all approved work has been completed and all funds have been disbursed, completing a review to confirm the accuracy of the reported information, and reconciling actual costs to awards modifications and payments. If the close out review and reconciliation indicates that the Sub-recipient is owed additional funds, GDEM/SAA will send the final payment automatically to the Sub-recipient. If the Sub-recipient did not use all the funds received, GDEM/SAA will issue a Grant Adjustment Notice (GAN) to recover the unused funds.

C. GDEM/SAA will unilaterally close out this grant if sub recipient does not reconcile account and sign closeout GAN by May 31, 2011.

Restrictions, Disclaimers and Notices

A. Approval of this award does not indicate approval of any consultant rate in excess of $450 per day. A detailed justification must be submitted to and approved by GDEM/SAA prior to obligation or expenditure of such funds.

B. In cases where local funding is established by COGs, release of funds by GDEM is contingent upon regional funding allocation approval by the Sub-recipient's COG governing board.

C. Notwithstanding any other agreement provisions, the parties hereto understand and agree that GDEM's obligations under this agreement are contingent upon the receipt of adequate funds to meet GDEM's liabilities hereunder. GDEM shall not be liable to the Sub-recipient for costs under this Agreement which exceed the amount specified in the Notice of Sub-recipient Award.

D. Notice. All notices or communication required or permitted to be given by either party hereunder shall be deemed sufficiently given if mailed by registered mail or certified mail, return receipt requested, or sent by overnight courier, such as Federal Express, to the other party at its respective address set forth below or to such other address as one party shall give notice of to the other from time to time hereunder. Mailed notices shall be deemed to be received on the third business day following the date of mailing. Notices sent by overnight courier shall be deemed received the following business day.

Chief
Division of Emergency Management
Homeland Security Office of the Governor
PO Box 4087
Austin, TX 78773-0220

Uniform Administrative Requirements, Cost Principals, Audit Requirements and Program Income

Except as specifically modified by law or this Sub-recipient agreement's provisions, the Sub-recipient shall administer the award through compliance with all Applicable Laws and Regulations, Exhibit A, but specifically with:

A. Administrative Requirements

1. 44 C.F.R. Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments;
2. 2 C.F.R. Part 215, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations.

B. Cost Principles

1. 2C.F.R. Part 225, Cost Principles for State, Local and Tribal Governments
2. 2C.F.R. Part 220, Cost Principals for Education Institutions
3. 2C.F.R. Part 230, Cost Principles for Non-Profit Organizations
4. Federal Acquisition Regulation Subpart 31.2, Contracts with Commercial Organizations

C. Audit Requirements – OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations.

Retention And Accessibility Of Records

A. Retention of Records. The Sub-recipient shall maintain fiscal records and supporting documentation for all expenditures of Sub-recipient agreement funds pursuant to OMB Circular A-87, 44 C.F.R. § 13.42 and this Sub-recipient agreement. The Sub-recipient shall retain these records and any supporting documentation for the greater of three (3) years from the completion of this project's public objective (close of the Sub-recipient agreement), including program requirements and financial obligations, or the period of time required by other applicable laws and regulations as described in Exhibit A.

B. Access to Records. The Sub-recipient shall give the United States Department of Homeland Security (DHS), the Inspector General, the General Accounting Office, the Auditor of the State of Texas, GDEM, or any of their duly authorized representatives, access to and the right to examine all books, accounts, records, reports, files, other papers, things or property belonging to or in use by the Sub-recipient pertaining to this Sub-recipient agreement including records concerning the past use of HSGP funds. Such rights to access shall continue as long as the records are retained by the Sub-recipient. The Sub-recipient agrees to maintain such records in an accessible location and to provide citizens reasonable access to such records consistent with the Texas Public Information Act, Chapter 552, Texas Government Code.

C. Inclusion in Subcontracts. The Sub-recipient shall include the substance of this Section in all subcontracts.

Subcontracts

A. GDEM's Approval of Subcontract and Liability. The Sub-recipient may subcontract for performances described in this Sub-recipient agreement without obtaining GDEM's prior written approval.

B. Sub-recipient Liability. In no event shall any provision of this Section be construed as relieving the Sub-recipient of the responsibility for ensuring that the performances rendered under all subcontracts comply with all of this Sub-recipient agreement's terms as if such performances rendered were rendered by the Sub-recipient. GDEM's approval under this Section does not constitute adoption, ratification or acceptance of the Sub-recipient's or a subcontractor's performance.

C. Applicable Law. The Sub-recipient shall comply with 44 C.F.R. § 13.1-13.52 and all applicable federal and state laws outlined in Exhibit A and local laws, regulations and ordinances related to making procurements under this Sub-recipient agreement.

D. Escrow Retainage for Construction Contracts. GDEM shall require Sub-recipient to maintain an escrow retainage of the Sub-recipient agreement funds budgeted for construction and rehabilitation in the amount of five percent (5%) of each construction and/or rehabilitation subcontract entered into by the Sub-recipient. Before the retainage fees for construction contracts are released, GDEM shall receive a complete and executed Certificate of Construction Completion and Final Wage Compliance Report and the Sub-recipient shall certify it has received as-built plans for this Sub-recipient agreement's funded construction activities.

Legal Authority

A. Signatory Authority. The Sub-recipient assures and guarantees that the Sub-recipient possesses the legal authority to enter into this Sub-recipient agreement, receive Sub-recipient agreement funds and to perform the services the Sub-recipient has obligated itself to perform pursuant to this Sub-recipient agreement.

B. Authorized Representative. The person or persons signing and executing this Sub-recipient agreement on the Sub-recipient's behalf do warrant and guarantee that he, she or they have been duly authorized by the Sub-recipient to execute this Sub-recipient agreement on the Sub-recipient's behalf and to validly and legally bind the Sub-recipient to all contractual terms, performances and provisions.

Notice Of Litigation and Claims

The Sub-recipient shall give GDEM immediate notice in writing of:

1. any action, including any proceeding before an administrative agency, filed against the Sub-recipient arising out the performance of any subcontract under this Sub-recipient agreement; and

2. any claim against the Sub-recipient, the cost and expense of which the Sub-recipient may be entitled to be reimbursed by HSGP.

Except as otherwise directed by GDEM, the Sub-recipient shall furnish immediately to GDEM copies of all documentation received by the Sub-recipient with respect to such action or claim.

Indemnification

To the extent permitted by law, the Sub-recipient agrees to hold GDEM harmless and to indemnify GDEM from and against any and all claims, demands and causes of action of every kind and character that may be asserted by any party occurring or in any way incident to, arising out of or in connection with the services to be performed by the Sub-recipient pursuant to this Sub-recipient agreement.

Changes and Amendments

A. Written Amendment. Except as specifically provided otherwise in this Sub-recipient agreement, any alterations, additions or deletions to this Sub-recipient agreement's terms shall be made through Grant Adjustment Notices generated by the SAA web-based grants management system and executed by the Parties.

B. Authority to Amend. This Sub-recipient agreement's performances shall be rendered in accordance with the Act, Exhibit A, the assurances and certifications made to GDEM by the Sub-recipient and the assurances and certifications made to DHS by the State of Texas with regard to the operation of the HSGP. Amendments may further be amended by GDEM, during the period of this Sub-recipient agreement's performance as GDEM issues policy directives that serve to establish, interpret or clarify this Sub-recipient agreement's performance requirements. Such policy directives shall be promulgated by GDEM in the form of Information Bulletins and shall have the effect of qualifying this Sub-recipient agreement's terms and shall be binding upon the Sub-recipient as if written in the Sub-recipient agreement.

C. Effect of Changes in Federal and State Laws. Any alterations, additions, or deletions to this Sub-recipient agreement's terms that are required by the changes in federal and state laws or regulations are automatically incorporated into this Sub-recipient agreement without written amendment to this Sub-recipient agreement and shall become effective on the date designated by such law or regulation. Federal Emergency Management Agency (FEMA) periodically publishes Information Bulletins to release, update, amend or clarify grants and programs which it administers. FEMA's National Preparedness Directorate Information Bulletins can be accessed at http://www.ojp.usdoj.gov/odp/docs/bulletins.htm and are incorporated by reference into this sub-grant.

Headings

Headings and captions of this Sub-recipient agreement's sections and paragraphs are only for convenience and reference. These headings and captions shall not affect or modify this Sub-recipient agreement's terms or be used to interpret or assist in the construction of this Sub-recipient agreement.

Oral and Written Agreements

A. Prior Agreements. All oral and written agreements between the Parties relating to this Sub-recipient agreement's subject matter that were made prior to Date of Execution have been reduced to writing and are contained in this Sub-recipient agreement.

B. Exhibits. The exhibits enumerated and denominated in the agreement are hereby made a part of this Sub-recipient agreement and constitute promised performances by the Sub-recipient in accordance with the Sub-recipient agreement and the Exhibits.

C. Commissioner's Signature. This Sub-recipient agreement is not effective unless signed by the Chief of GDEM or by his authorized designee.

Waiver

Any right or remedy provided for in this Sub-recipient agreement provision shall not preclude the exercise of any other right or remedy under this Sub-recipient agreement or under any provision of law, nor shall any action taken or failure to take action in the exercise of any right or remedy be deemed a waiver of any other rights or remedies at any time.

Venue

For purposes of litigation pursuant to this Sub-recipient agreement, venue shall lie in Travis County, Texas.

EXHIBIT A

THE APPLICABLE LAWS AND REGULATIONS

The Sub-recipient shall comply with the Act and regulations specified in Section 2; OMB Circular A-21, A-87, A-102, A-110, A-122, A-133; Ex. Order 12372 (intergovernmental review of federal programs); and 44 C.F.R, Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments. Sub-recipients shall also comply with 2C.F.R. Part 215, Institutions of Higher Education, Hospitals and Other Non-Profit Organizations, 2C.F.R. Parts 225, State and Local Governments, Part 220, Educational Institutions; and Part 230, Non-Profit Organizations. Compliance with Federal Acquisition Regulation Sub-part 31.2, Contracts with Commercial organizations is required. Sub-recipient shall also comply with all other federal, state, and local laws and regulations applicable to this Sub-recipient agreement's activities and performances rendered by the Sub-recipient including but not limited to the laws and the regulations promulgated hereunder and specified in State Administrative Agency Information Bulletins, Texas Uniform Grants Management Standards (UGMS) and Paragraph A through M of this Exhibit.

A. CIVIL RIGHTS - Title VI of the Civil Rights Act of 1964, as amended. (42 U.S.C. § 2000d et seq.); (44 C.F.R. 7.1) http://www.access.gpo.gov/nara/cfr/waisidx_07/44cfr7_07.html

B. HANDICAP AND ARCHITECTURAL BARRIERS - Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); (44 C.F.R. 16.101) http://edocket.access.gpo.gov/cfr_2007/octqtr/44cfr16.101.htm ; The Sub-recipient shall ensure that the plans and specifications for construction of, improvements to, or the renovation of buildings, related to this project have been received by the Texas Department of Licensing and Regulation (TDLR) concerning the elimination of architectural barriers encountered by persons with disabilities as specified in Chapter 469, Texas Government Code. http://tlo2.tlc.state.tx.us/statutes/gv.toc.htm

C. ENVIRONMENTAL LAW AND AUTHORITIES - In accordance with the provisions of law cited in 44 C.F.R. § 10.8, the responsible entity shall assume the environmental responsibilities for projects under programs cited in §10.1, and in doing so shall comply with the provisions of the National Environmental Policy Act of 1969, as amended and the Council on Environmental Quality regulations contained in 40 C.F.R. parts 1500 through 1508.
http://www.access.gpo.gov/nara/cfr/waisidx_07/40cfr1501_07.html ; (44 C.F.R. 10.1)
http://edocket.access.gpo.gov/cfr_2007/octqtr/44cfr10.1.htm

D. LABOR STANDARDS - The Davis-Bacon Act, as amended (40 U.S.C. § 3142) http://uscode.house.gov/uscode-cgi/fastweb.exe?getdoc+uscview+t37t40+1733+1++%28%29%20%20AND%20%28%2840%29%20ADJ%20USC%29%3ACITE%20AND%20%28USC%20w%2F10%20%283142%29%29%3ACITE%20%20%20%20%20%20%20%20%20 ; The Contract Work Hours & Safety Standards Act (40 U.S.C.§ 3702) http://uscode.house.gov/uscode-cgi/fastweb.exe?getdoc+uscview+t37t40+1775+1++%28%29%20%20AND%20%28%2840%29%20ADJ%20USC%29%3ACITE%20AND%20%28USC%20w%2F10%20%283702%29%29%3ACITE%20%20%20%20%20%20%20%20%20; The Copeland "Anti-Kickback" Act (18 U.S.C. § 874) http://uscode.house.gov/uscode-cgi/fastweb.exe?getdoc+uscview+t17t20+505+0++%28%29%20%20AND%20%28%2818%29%20ADJ%20USC%29%3ACITE%20AND%20%28USC%20w%2F10%20%28874%29%29%3ACITE%20%20%20%20%20%20%20%20%20

E. FREEDOM OF INFORMATION ACT – (5 U.S.C. 552); (44 C.F.R. 5.1)
http://edocket.access.gpo.gov/cfr_2007/octqtr/44cfr5.1.htm

F. UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITION POLICIES ACT OF 1970 – If the Sub-recipient is a governmental entity, it must comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. § 4601 et seq.), which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and (Federal Assurance) - (42 U.S.C. 4601)
http://www.access.gpo.gov/uscode/title42/chapter61_.html ; (44 C.F.R. 25.1)
http://edocket.access.gpo.gov/cfr_2007/octqtr/44cfr25.1.htm

G. FAITH-BASED ACTIVITIES - Executive Order 13279 of December 12, 2002 - Equal Protection of the Laws for Faith-Based and Community Organizations, (67 Fed. Reg. 77141)
http://a257.g.akamaitech.net/7/257/2422/14mar20010800/edocket.access.gpo.gov/2002/pdf/02-31831.pdf

H. NATIONAL INCIDENT MANAGEMENT SYSTEM (NIMS) AND THE INCIDENT COMMAND SYSTEM (ICS) – Sub-Recipients must have adopted and be implementing the National Incident Management System (NIMS) and the Incident Command System (ICS) at the local level. http://www.fema.gov/emergency/nims/nims_training.shtm

I. PROGRAM INCOME - If a Sub-recipient is approved for an advance, the funds must be deposited in a separate interest bearing account and are subject to the rules outlined in the Uniform Rule 28C.F.R. Part 66, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, at
http://www.access.gpo.gov/nara/cfr/waisidx_04/28cfrv2_04.html and the Uniform Rule 28C.F.R. Part 70, Uniform Administrative Requirements for Grants and Agreements (including sub-awards) with Institutions of Higher Education,

Hospitals, and other Nonprofit Organizations, at http://www.access.gpo.gov/nara/cfr/waisidx_03/28cfr70_03.html . Sub-recipients must report any interest earned to GDEM/SAA. Any interest earned in excess of $100 must, on a quarterly basis, be remitted to:

United States Department of Health and Human Services
Division of Payment Management Services
P.O. Box 6021
Rockville, MD 20852

J. AUDITS - The Sub-recipient shall arrange for the performance of an annual financial and compliance audit of Sub-recipient agreement funds received and performances rendered under this Sub-recipient agreement under the Single Audit Act (OMB Circular A – 133; 44 C.F.R. 13.26) http://edocket.access.gpo.gov/cfr_2007/octqtr/44cfr13.26.htm.

K. GRANT ADMINISTRATION - The Sub-recipient will also comply with Texas Government Code, Chapter 783, http://tlo2.tlc.state.tx.us/statutes/gv.toc.htm; and the Uniform Grant Management Standards (UGMS), State Uniform Administrative Requirements for Grants and Cooperative Agreements,http://info.sos.state.tx.us/pls/pub/readtac$ext.TacPage?sl=T&app=9&p_dir=N&p_rloc=111847&p_tloc=&p_ploc=1&pg=2&p_tac=&ti=1&pt=1&ch=5&rl=141 Sub-recipients must also comply with 44,C.F.R., Part 13, http://www.access.gpo.gov/nara/cfr/waisidx_07/44cfr13_07.html; with 2C.F.R. Part 215 http://www.access.gpo.gov/nara/cfr/waisidx_08/2cfrv1_08.html#215, 2C.F.R. Part 225, Part 220 and Part 230. Parts 220 and 230 are not available on-line at this time. A link will be provided as soon as it becomes available.

L. PROPERTY ADMINISTRATION – TAC Title 1, Part 5, Chapter 116, http://info.sos.state.tx.us/pls/pub/readtac$ext.ViewTAC?tac_view=3&ti=1&pt=5

M. PUBLICATIONS – 44 C.F.R., Section 13.34 http://edocket.access.gpo.gov/cfr_2007/octqtr/44cfr13.34.htm

1. Sub-recipient acknowledges that FEMA National Preparedness Directorate reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for Federal government purposes: (1) the copyright in any work developed under an award or sub-award; and (2) any rights of copyright to which a recipient or Sub-recipient purchases ownership with Federal support. The Recipient agrees to consult with NPD regarding the allocation of any patent rights that arise from, or are purchased with, this funding.

2. The Sub-recipient agrees that all publications created with funding under this grant shall prominently contain the following statement: "This Document was prepared under a grant from the National Preparedness Directorate, United States Department of Homeland Security. Point of view or opinions expressed in the document are those of the authors and do not necessarily represent the official position or policies of U.S. Department of Homeland Security."

EXHIBIT B

CERTIFICATIONS

I, _____ as Mayor/County Judge of _____, Texas, hereinafter referred to as the "Sub-recipient," certify the following with respect to the expenditure of Sub-recipient agreement funds.

A. The Sub-recipient shall minimize displacement of persons as a result of activities assisted with Sub-recipient agreement funds.

B. The program shall be conducted and administered in conformity with the Civil Rights Act of 1964 (42 U.S.C. § 2000a et seq.)

C. As specified by GDEM and FEMA, in the event that displacement of residential dwellings shall occur in connection with a project assisted with HSGP funds, the Sub-recipient shall follow a residential anti-displacement and relocation assistance plan.

D. As required by Executive Order 12549, Debarment and Suspension, and implemented at 28C.F.R. Part 67, for prospective participants in primary covered transactions, as defined at 28C.F.R. Part 67, Section 67.510. (Federal Certification) The Sub-recipient certifies that it and its principals and vendors:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency; Sub-recipients can access debarment information by going to www.epls.gov and the State Debarred Vendor List http://www.window.state.tx.us/procurement/prog/vendor_performance/debarred/.
2. Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (D)(2) of this certification; and

4. Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

5. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application. (Federal Certification)

E. Sub-recipient understands and certified that it will not use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of FEMA National Preparedness Directorate.

F. The Sub-recipient certifies federal funds will be used to supplement existing funds, and will not replace (supplant) funds that have been appropriated for the same purpose. Sub-recipient may be required to supply documentation certifying that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

_____ _____

Chief Elected Official, Mayor/County Judge Date

EXHIBIT C

CERTIFICATION REGARDING LOBBYING FOR SUB-RECIPIENT AGREEMENTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned,_____, as Mayor/County Judge of the _____, Texas certifies the following to the best of his knowledge and belief.

A. No federal appropriated funds have been paid or shall be paid by or on behalf of the undersigned to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with the awarding of any federal Sub-recipient agreement, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment or modification of any federal Sub-recipient agreement, grant, loan or cooperative agreement.

B. If any funds other than federal appropriated funds have been paid or shall be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal Sub-recipient agreement grant, loan or cooperative agreement, the undersigned shall complete and submit standard form Disclosure Form to Report Lobbying form in accordance with its instructions.

C. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards including sub-contracts, sub-grants and Sub-recipient agreements under grants, loans, and cooperative agreements and that all Sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon that reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

_____ _____

Chief Elected Official, Mayor/County Judge Date

FY 2008 INVESTMENTS APPROVED BY DHS

State Investments

1. Regional Food and Agriculture Critical Assessment
2. Improve Communication Interoperability
3. Public safety and Security Response
4. Intelligence and Information Sharing and Dissemination
5. Enhance State, Regional and Local EOCs
6. Enhance State, Regional and Local Planning
7. CBRNE Detection, WMD, Hazmat Response and Decon
8. On-Site Incident Management
9. Critical Infrastructure Protection
10. Community Preparedness & Emergency Public Information & Warning
11. Strengthen Medical Surge and Mass Prophylaxis
12. Reduce Threats to Agriculture & Enhance Emergency Response
13. Enhance Border Security Program
14. Tribal Investments

Note: *Highlighted investment is a multi-state project*

Austin Area UASI Investments

1. Austin Area Fusion Center
2. Planning and Coordination
3. Enhanced CBRNE/WMD Response Teams
4. Physical Security of Critical Infrastructure
5. Mobile Public Safety Communications
6. Mass Casualty Management Capacity Enhancement
7. Regional Community Preparedness and Resiliency
8. Public Safety Video and Data-Remote Video and Connectivity
9. Video X-Ray Technology for Bomb Squad
10. Mass Prophylaxis and Epidemiologic Surveillance
11. Cyber Security of Critical Infrastructure
12. Regional Air Enforcement Response
13. Traffic Light Battery Backup with PTZ Cameras
14. TEXAS PEER-TO-PEER UASI PLANNING NETWORK
15. IT INTEROPERABILITY INITIATIVE ("I-CUBED")

Note: *Highlighted investments are multi-regional projects*

Dallas/Fort Worth/Arlington Area UASI Investments

1. TEXAS PEER-TO-PEER UASI PLANNING NETWORK
2. IT INTEROPERABILITY INITIATIVE ("I-CUBED")
3. Regional Multi-Agency Intelligence Fusion Center and Data Sharing
4. Critical Infrastructure Security Enhancement
5. Enhance Command and Control At All Levels to Include Emergency Operation Center Functions
6. Enhance Explosive Ordnance Device Mitigation and Response Capability
7. Enhance Law Enforcement Capability to Respond to Terrorism Incidents and Catastrophic Events
8. Enhance CBRNE Response Capability Including HazMat and Specialized Fire Response
9. Enhance Search and Rescue Capability to Respond to Terrorism Incidents and Catastrophic Events
10. Enhance Medical Surge, Mass Prophylaxis, and Fatality Management Capability
11. Enhance Interoperable Communications
12. Enhance Early Warning and Notification Systems
13. Public Outreach Programs, Citizen Corps, and Citizen Preparedness
14. Regional and Urban Area Planning

El Paso Area UASI Investments

1. TEXAS PEER-TO-PEER UASI PLANNING NETWORK
2. IT INTEROPERABILITY INITIATIVE ("I-CUBED")
3. El Paso Urban Area Regional Mobile Command Post Project
4. Purchase and Logistical Support for Regional Self Contained Breathing Apparatus Project
5. El Paso-UASI/Region-08 P25 Interoperability Communications Project; Stage I- Phase IIIA.
6. Ready El Paso Volunteer Campaign
7. Coordinated efforts to protect Critical Infrastructure and Key Resources
8. Enhancing the El Paso All Hazards Incident Management Team
9. Explosive Device Detection and Response Operations
10. Planning and Coordination
11. Rio Grande Information & Intelligence Center
12. Regional Medical Operations Center (RMOC)

Note: Highlighted investments are multi-regional projects

Houston Area UASI Investments

1. TEXAS PEER-TO-PEER UASI PLANNING NETWORK
2. IT INTEROPERABILITY INITIATIVE ("I-CUBED")
3. Citizen Preparedness, Public Outreach & Communication
4. Regional Planning & Coordination
5. Interoperable Communications
6. Prevention: Fusion Center & Regional AFIS
7. Protection: Public Safety Video & Target Hardening
8. Response: Enhance CBRNE Response Capability
9. Enhance Health & Medical Capabilities

Regional Emergency Management Improvements

San Antonio Area UASI Investments

1. TEXAS PEER-TO-PEER UASI PLANNING NETWORK
2. IT INTEROPERABILITY INITIATIVE ("I-CUBED")
3. Enhance Regional GIS Emergency Planning and Response Capabilities
4. Enhance Regional Critical Incident Management (IM) Capabilities
5. Strengthening IED Attack Deterrence, Prevention, and Protection Capabilities
6. Enhance Emergency Operations Center Operations & Connectivity
7. Sustain & Enhance SAUA First Responders and WMD Project
8. Enhance Regional Interoperability Communications (IOC)
9. Enhance CI/KR Security Improvement Program
10. Enhance Citizen Preparedness and Response Capabilities
11. Reduce Vulnerability of Threats to Agriculture & Facilitate Emergency Response
12. Enhance Emergency Facility Capabilities

Note: Highlighted investments are multi-regional projects

74-176

(Rev 4-05/4) For Comptroller's use only

VENDOR DIRECT DEPOSIT AUTHORIZATION

Under Ch. 559, Government Code, you are entitled to review, request, and correct information we have on file about you, with limited exceptions in accordance with Ch. 552, Government Code.

INSTRUCTIONS

Use only BLUE or BLACK ink.
Alterations must be initialed.

- Check all appropriate box(es).
- For further instructions, see the back of this form.

TRANSACTION TYPE

New setupSECTION 1	*(Sections 2, 3 & 4)*	Change financial institution	*(Sections 2, 3 & 4)*
Cancellation	*(Sections 2 & 3)*	Change account number	*(Sections 2, 3 & 4)*
		Change account type	*(Sections 2, 3 & 4)*

PAYEE IDENTIFICATION

1. Social Security number or 2. Mail code *(If not known, will be* Federal Employer's Identification (FEI) *completed by Paying State Agency)* 3. Name 4. Business phone number ( ) 5. Mailing address City 7. State 8. ZIP code SECTION 2

AUTHORIZATION FOR SETUP, CHANGES OR CANCELLATION

SECTION 3

9. Pursuant to *Section 403.016,* Texas Government Code, I authorize the Comptroller of Public Accounts to deposit by electronic transfe payments owed to me by the State of Texas and, if necessary, debit entries and adjustments for any amounts deposited electronically in error. The Comptroller shall deposit the payments in the financial institution and account designated below. I recognize that if I fail to pro complete and accurate information on this authorization form, the processing of the form may be delayed or that my payments may be erroneously transferred electronically. I consent to and agree to comply with the National Automated Clearing House Association Rules a Regulations and the Comptroller's rules about electronic transfers as they exist on the date of my signature on this form or as subsequer adopted, amended or repealed.

10. Authorized signature	11. Printed name	12. Date

FINANCIAL INSTITUTION *(Completion by financial institution is recommended.)*

SECTION 4

13. Financial institution name		14. City		15. State
16. Routing transit number	17. Customer account number	*(Dashes required* YES*)* ☐	18. Type of account **Check** **Savings**	
19. Representative name *(Please print)*			20. Title	
21. Representative signature *(Optional)*		22. Phone number ( )		23. Date

CANCELLATION BY AGENCY

SEC. 5	24. Reason	25. Date

PAYING STATE AGENCY

SECTION 6	26. Signature	27. Printed name		
	28. Agency name		29. Agency number	
	30. Comments	31. Phone number ( )		32. Date

Note: A vendor can receive email or fax notifications providing one (1) business day advance notice of the payment posting to the vendor's account. The Advance Payment Notification is available to vendors receiving direct deposit payment(s) from the State of Texas.

To enroll in this free service, complete the Advance Payment Notification Authorization, Form 74-193, available on the Internet at:

http://www.window.state.tx.us/taxinfo/taxforms/74-193.pdf

For additional information or assistance, please contact the Claims Division by: Email: claims.pin@cpa.state.tx.us
Phone: 512/936-8138 in Austin or 800/531-5441 Ext. 6-8138 toll free

INSTRUCTIONS FOR
VENDOR DIRECT DEPOSIT AUTHORIZATION

SECTION 1: Check the appropriate box(es)

- **NEW SETUP** - If payee is not currently on direct deposit with the state.
  - **a.** Complete Sections 2, 3 & 4.
  - **b.** Section 4 is recommended to be completed by financial institution.
- **CANCELLATION** - If payee wishes to stop direct deposit with the state.
  - **a.** Payee completes Sections 2 & 3.
- **CHANGE FINANCIAL INSTITUTION**
  - **a.** Payee completes Sections 2, 3 & 4.
  - **b.** Section 4 is recommended to be completed by financial institution.
- **CHANGE ACCOUNT NUMBER**
  - **a.** Payee completes Sections 2, 3 & 4.
  - **b.** Section 4 is recommended to be completed by financial institution.
- **CHANGE ACCOUNT TYPE**
  - **a.** Payee completes Sections 2, 3 & 4.
  - **b.** Section 4 is recommended to be completed by financial institution.

SECTION 2: PAYEE IDENTIFICATION

Item 1 Leave the boxes blank if you do not have your 11-digit Texas Identification Number. The paying state agency will provide the information in the boxes. Enter your 9-digit Social Security number or your Federal Employer's Identi-fication (FEI) number.

Item 2 **If your 3-digit mail code address identifier is not known, it will be assigned by the paying state agency.**

SECTION 3:
AUTHORIZATION FOR SETUP, CHANGES OR CANCELLATIONItems 10, 11
The individual authorizing must sign, print their name and date the form. **& 12NOTE:** No alterations in this section will be allowed.

SECTION 4:FINANCIAL INSTITUTION Section 4 is recommended to be completed by a financial institution. NOTE: Alterations to routing, account number and/or type of account must be initialed by the financial institution representative or the payee.

SECTION 5:CANCELLATION BY AGENCY *(State agency use only)*
Sections 5 & 6 to be completed by the paying state agency.

SECTION 6:PAYING STATE AGENCY *(State agency use only)*
Section 6 to be completed by the paying state agency before the form can be processed.

Submit the completed form to a state agency with which you are conducting business. This agency will be designated as your custodial agency. If the direct deposit instructions need to be updated or cancelled, you must contact this agency.

Note: A vendor can receive email or fax notifications providing one (1) business day advance notice of the payment posting to the vendor's account. The Advance Payment Notification is available to vendors receiving direct deposit payment(s) from the State of Texas.

To enroll in this free service, complete the Advance Payment Notification Authorization, Form 74-193, available on the Internet at:

http://www.window.state.tx.us/taxinfo/taxforms/74-193.pdf

For additional information or assistance, please contact the Claims Division by:

Email: claims.pin@cpa.state.tx.us
Phone: 512/936-8138 in Austin or 800/531-5441 Ext. 6-8138 toll free

The Honorable J. D. Salinas
Judge, Hidalgo County
100 E. Cano, 2nd Floor
Edinburg, TX 78539

DATE: December 12, 2008

DEPARTMENT HEAD: Valde Guerra

DEPARTMENT NAME: Dept. of Budget & Mgmt for Emergency Services (1283)

ACCOUNT NUMBER: 8-1283-429-10-300-025-1-XXX

Contact Person: Erika Reyna **Ph#** (956) 292-7025 Ext. 5414

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT
8-1283-429-10-300-025-1-748	2008 HS SHSP - Other Equipment	300,000.00
8-1283-331-12-300-025-1-000	2008 HS SHSP Rev	300,000.00
	TOTAL BUDGET INCREASE (DECREASE)	$ 300,000.00

REASON: To appropriate budget for the FY 2008 Homeland Security Grant Program awarded by the Governor's Division of Emergency Management.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-12773 **10.A.**

Cell Phone Request Form

CC REGULAR

Date: 12/16/2008
Submitted By: Griselda Salazar, IT DEPARTMENT
Department: IT DEPARTMENT
Agenda Category: IT Department

Information

CAPTION

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

Department Name:	Name of Employee:	Basic Rate Plan:	Total Per Month:
Information Technology	Jesse Fortiscue	BE 1000	$55.00

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1100-415-00-200-001-0-532
FUNDS AVAILABLE Y/N?: Yes **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Funds available as of 12-11-08 $8,085.27

Attachments

Link: Cell Phone Req. Form

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	12/10/2008 03:56 PM	APRV
2	Veronica Lopez	Veronica Lopez	12/11/2008 01:25 PM	APRV
3	Auditor's Office	Linda Fong	12/12/2008 10:17 AM	APRV
4	Purchasing Department	Marty Salazar	12/12/2008 12:39 PM	APRV

Form Started By: Griselda Salazar Started On: 12/10/2008 03:42 PM

Final Approval Date: 12/12/2008

CELLULAR PHONE REQUEST FORM
HIDALGO COUNTY, TEXAS

(1) Type of Request:

☑ Phone and service (NEW)
☐ Phone and service (Porting/Existing number: 956-___-_____)
☐ Plan change
☐ User Name Change
☐ Delete Service
☐ Other_____

(2) Requesting employee/position: Jesse Fortiscue

Employee ID #: 168319 Office: I.T. **Budget Acct. #:** 8-1100-415-00-200-00 HD-532

(3) Type of duties:

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

(4) Describe how cell phone will be used: to contact departments requesting workorders and computer dept.

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

Sprint	☐ Other	☑ BE1000	☐ Data Plan	☑ Equipment Type	☐ Equipment Cost
Plan Cost	$____	$55.00	$55.00	IC502	$_____

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

(7) Cell phones come with desktop charger. Additional accessories needed: n/a

Car charger _____ Carrying case _____ Extra battery _____ Other:_____

(8) If requesting a different model or make of cell phone than is supplied under the current contract indicate justification for additional expense n/a

Department Head / Elected Official

↑ Signature ↑	↑ Print Name ↑	↑ Date Signed ↑
	Renan Ramirez	12-10-08

APPROVED BY HIDALGO COUNTY COMMISSIONERS' COURT

APPROVAL DATE : _____

For multiple phone requests, please continue on the following page.
V5 – modified 3/12/2008

AI-12824 **11.A.**

Workplan amendment - City of Hidalgo

CC REGULAR

Date:	12/16/2008
Submitted By:	Estella Webber, URBAN COUNTY
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

Requesting approval of a Program Amendment for City of Hidalgo to add to the existing workplan for the Fire Station/Equipment line item for Urban County Program Year 20 (2007).

BACKGROUND

The proposed amendment for City of Hidalgo will add the purchase of fire fighting equipment to the existing workplan for the Fire Station/Equipment line item in UCP Year 20 (2007). A Public Hearing was held on December 9, 2008 at 6:00 P.M., and citizen participation requirements have been met. See attached detailed amendment.

Year 20 (2007) The proposed amendment will add to the Fire Station/Equipment work plan: The purchase of fire fighting equipment such as air packs, hoses, bunker gear and related items.

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** Urban County funds

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

BUDGETARY IMPACT:

The proposed budget and program amendment will add to Fire Station/Equipment work plan: The purchase of fire fighting equipment such as airpacks, hoses, bunker gear and related items.

Attachments

Link: fire station line item amend.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	12/11/2008 11:31 AM	APRV
2	Veronica Lopez	Veronica Lopez	12/12/2008 09:27 AM	APRV
3	Auditor's Office		12/12/2008 05:24 PM	NEW

Form Started By: Estella Webber Started On: 12/11/2008 11:20 AM

Final Approval Date: 12/12/2008

CITY OF HIDALGO
PUBLIC HEARING NOTICE
URBAN COUNTY PROGRAM
BUDGET & PROGRAM AMENDMENT

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

THE PUBLIC HEARING WILL BE HELD ON TUESDAY, DECEMBER 9, 2008 AT 6:00 P.M. AT THE CITY OF HIDALGO CITY HALL LOCATED AT 704 EAST TEXANO DRIVE, HIDALGO, TEXAS 78557.

THE FOLLOWING ARE THE PROPOSED BUDGET AND PROGRAM AMENDMENTS FOR YOUR CONSIDERATION:

Existing Budget	Urban County Year 20 (2007)	Proposed Budget
$245,976.50	Water/Sewer Improvements	$ 245,976.50
$ 47,352.00	Fire Station/Equipment	$ 47,352.00
$ 54,023.50	Parks, Recreational Facilities	$ 54,023.50
$347,352.00		$ 347,352.00

The proposed budget and program amendment will **add** to the Fire Station/Equipment work plan: *The purchase of fire fighting equipment such as airpacks, hoses, bunker gear and related items.*

ACCOMODATIONS FOR INDIVIDUALS WITH HANDICAPS SHALL BE PROVIDED UPON REQUEST.

LAS PRESENTACIONES SE HARAN EN ESPANOL PARA AQUELLAS PERSONAS QUE ASI LO DESEEN.

FOR MORE INFORMATION, PLEASE COME BY OUR OFFICE OR CALL (956) 843-2286.

WRITTEN COMMENTS CAN BE FORWARDED TO:

MAYOR JOHN DAVID FRANZ
CITY OF HIDALGO
704 EAST TEXANO DRIVE
HIDALGO, TEXAS 78557

Monica Luna

From: Sonia Resendez [sresendez_cityofhidalgo@yahoo.com]
Sent: Wednesday, December 10, 2008 5:04 PM
To: Monica Luna
Subject: Comm. Court

Monica,

Could you please include the purchase of Fire Equipment in your next Commissioner Court meeting. Yesturday, we had our Public Hearing for the Amendment and it was approved, as soon as the minutes are ready I will send them to you.

Thanks!

Sonia Resendez
Internal Auditor
City of Hidalgo
704 E. Texano Dr.
Hidalgo, TX 78557
Tel. (956) 843-2287
Fax (956) 843-2317

AI-12815 **11.B.**

Fire truck purchase - City of San Juan

CC REGULAR

Date:	12/16/2008
Submitted By:	Estella Webber, URBAN COUNTY
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

Hidalgo County Precinct No.2 is requesting authority to purchase one (1) fully equipped fire truck (brush unit) through Hidalgo County's membership and participation with TASB (BuyBoard) awarded vendor Philpott Motor Company (contract #281-07) in an amount not to exceed $100,000.00 (quote attached hereto) to include buyboard fees and accessories as requested, for the City of San Juan Fire Department. Precinct No. 2 UCP Year 20 (2007) Fire Station/Equipment funds will be utilized.

BACKGROUND

The brush unit will be stationed at the City of San Juan Fire Department. An Interlocal Agreement between Precinct No. 2 and San Juan was approved by Hidalgo County Commissioners' Court on December 9, 2008. Philpott Motor Company is an approved vendor through BuyBoard Contract # 281-07. Payment in the amount of $100,000.00, will include delivery, co-op fees and accessories. Delivery is expected in approximately 150 days.

Vendor:	Philpott Motor Company
Purchase Amount:	$100,000.00
Funds Available:	$110.000.00 Year 20 (2007) Precinct No. 2 Fire Station/Equipment funds

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** Urban County funds

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

BUDGETARY IMPACT:

Urban County funds will be used for this purchse.

Vendor:	Phipott Motor Company
Purchase Amount:	$100,000.00
Funds Available:	$110,000.00 Year 20 (2007) Precinct No. 2 Fire Station/Equipment funds

Attachments

Link: fire station equip - San Juan

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status

1	Budget & Management	Veronica Lopez	12/11/2008 11:21 AM	APRV
2	Veronica Lopez	Veronica Lopez	12/12/2008 09:14 AM	APRV
3	Auditor's Office		12/12/2008 05:24 PM	NEW

Form Started By: Estella Webber

Started On: 12/11/2008 09:58 AM

Final Approval Date: 12/12/2008

CUSTOMIZED PRODUCT PRICING SUMMARY BASED ON CONTRACT

VEHICLES

BUYBOARD #281-07

End User: CITY OF SAN JUAN FIRE DEPT. **Philpott Rep:** ALAN WILEY

Contact: CHIEF TIRSO GARZA **Date:** 15-Nov-08

Product Description: FORD F550 CAB/CHASSIS

A. Bid Series: 21 **A. Base Price:** $ 20,289.00

B. Published Options [Itemize each below]

Code	Options	Bid Price	Code	Options	Bid Price
	4X2 60"CA V10 GAS MANUAL	STD		AM-FM RADIO	INCL
44B	5-SPEED AUTOMATIC	$ 1,099.00		RUBBER FLOORS	INCL
99R	6.4L POWERSTROKE DIESEL	$ 5,209.00		DUAL REAR WHEELS	INCL
F57-141	2009 4X4 UPGRADE	$ 7,134.00		POWER STEERING	INCL
	17,950 GVWR WITH 60"CA	INCL		ABS BRAKES	INCL
	MANUAL TRANSFER CASE	INCL		SUPER ENGINE COOLING	INCL
	VINYL BENCH SEAT	INCL		HD ELECTRIC	INCL
531	TRAILER TOW PACKAGE	$ 145.00		HD FIRM SUSPENSION	INCL
				DUAL AIRBAGS	INCL
512	SPARE TIRE AND WHEEL	$ 328.00		40 GALLON FUEL TANK	INCL
	JACK INCLUDED	INCL			
572	A/C	$ 796.00	SUMV	INSTALLED BODY PACKAGE	$ 48,910.00
				SEE UPGRADE BELOW	

Total of B. Published Options: $ 63,621.00

C. Unpublished Options [Itemize each below, not to exceed 25%] $= 18.7 %

Options	Bid Price	Options	Bid Price
RED CHASSIS ON ORDER WITH THIS	NOTE	BODY UPGRADE TO SIDDONS	$ 15,690.00
SPEC. DROPPING TO SAN ANTONIO	NOTE	FIRE APPARATUS THAT INCLUDES A	
ETA 60 DAYS		SIDDONS SKEETER PACKAGE	
		ESTIMATED DELIVERY IN 150 DAYS	NOTE

Total of C. Unpublished Options: $ 15,690.00

D. Contract Price Adjustment: _____

E. Delivery Charges: 0 miles @ $.93/mile $ -

F. Total of A + B + C + D + E = F $ 99,600.00

G. Quantity Ordered 1 **x F =** $ 99,600.00

H. BUYBOARD Administrative Fee $400.00 PER PURCHASE ORDER $ 400.00

I. Non-Equip Charges & Credits _____ NOV 10

J. TOTAL PURCHASE PRICE INCLUDING BUYBOARD FEE $ 100,000.00

AI-12814 **11.C.**

Street Imp. project - City of Palmview

CC REGULAR

Date: 12/16/2008
Submitted By: Estella Webber, URBAN COUNTY
Department: URBAN COUNTY
Agenda Category: Urban County

Information

CAPTION

Urban County Program for the City of Palmview is requesting consideration and action to award and enter into a Construction Contract with Closner Construction Company, LC for the Sun Valley Access Road Street Improvement Project located in the City of Palmview in the amount of $89,506.25 utilizing UCP Year 17(2004) and Year 18(2005) street improvement funds and recaptured Precinct 3 (Palmview) UCP Year 20(2007) street improvement funds.

BACKGROUND

Bid opening was held September 24, 2008 and the lowest bidder meeting all specifications and/or requirements was Closner Construction Company, LC. The project involves the construction of Sun Valley Road with storm drainage and paving in the City of Palmview. See attached recommendation by the project engineer. (Project Engineer: Dannenbaum Engineering Company)

Contractor:	Closner Construction Company, LC
Contract Amount:	$89,506.25
Funds Available:	$2,456.86 Year 17 (2004) Palmview Street Improvement funds
	$56,532.60 Year 18 (2005) Palmview Street Improvement funds
	$124,213.89 Year 20 (2007) Pct. 3 Street Improvement funds (recaptured)
Total Funds Available:	$183,203.35

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** Urban County funds

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

BUDGETARY IMPACT:

Urban County funds will be used for this project.

Contractor:	Closner Construction Company, LC
Contract Amount:	$89,506.25
Funds Available:	$2,456.86 Year 17 (2004) Palmview Street Improvement funds
	$56,532.60 Year 18 (2005) Palmview Street Improvement funds
	$124,213.89 Year 20 (2007) Pct. 3 Street Improvement funds (recaptured)
Total Funds Available:	$183,203.35

Attachments

Link: project - Palmview

Link: Construction Contract

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	12/11/2008 10:03 AM	APRV
2	Veronica Lopez	Veronica Lopez	12/11/2008 01:19 PM	APRV
3	Auditor's Office		12/12/2008 05:24 PM	NEW

Form Started By: Estella Webber

Started On: 12/11/2008 09:42 AM

Final Approval Date: 12/12/2008

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION SHEET

DEPARTMENT NAME: HIDALGO COUNTY – URBAN COUNTY PROGRAM

BID OPENING DATE: September 24, 2008	**BID OPENING TIME: 9:30 A.M.**

DESCRIPTION OF BID: "City of Palmview – Sun Valley Access Road Street Improvement Project"

BID NO: 5004/05-55-0311-5000-5500-ML			**PROCURMENT SPECIALIST:**	
BID # RFB#	**NAME OF COMPANY**	**UNIT PRICE**	**TOTAL PRICE**	**BID BOND OR CHECK INCLUDE**
#1	J'on. Construction		$101,068.00	✓
#2	IOC Co., LLC		$ 98,217.70	✓
#3	Jimmy Closner & Sons		$ 89,506.25	✓
#4				
#5				
#6				
#7				
#8				
#9				
#10				
#11				
#12				

All. ✓

CITY OF PALMVIEW

"MOVING IN THE RIGHT DIRECTION"

MAYOR
JORGE G. GARCIA

ALDERMEN
GERARDO PEREZ
NOE RUBEN MUÑOZ
FERNANDO ESQUIVEL
ANTONIO URESTI

ALDERWOMAN
GRACIELA S. FLORES

CITY ADMINISTRATOR
JOHNN V. ALANIZ

CITY SECRETARY
AIDA RIVAS

Urban County Program

Monica Luna

City Council has approved Jim Closner & Sons Construction as the lowest bidder for the Sun Valley Street project. I have enclosed city council meeting minutes for your record. Please place in the next Commissioners Court agenda for approval of a contract.

Thank you,

Christopher R. Barrera

City of Palmview

956-581-7416

400 W. Veterans Blvd. - Palmview, Texas 78572 - (956) 581-7411 - Fax (956) 581-7494

COUNTY COMMISSIONER PRECINCT 3
County of Hidalgo

Joe M. Flores
County Commissioner Pct. No. 3

December 5, 2008

Ms. Diana Serna, Director
Urban County Program
1916 Tesoro Blvd.
Pharr, Texas 78577

Dear Ms. Serna:

The City of Palmview has requested $29,769.63 of their 2007 Street Improvement recaptured funds to complete Sun Valley Street. I concur with their request. Doing so, the project will be finished.

Thank you and should you need additional information, please do not hesitate to contact my office at (956)585-4509.

Sincerely,

Hidalgo County Precinct #3

received
Via e-mail
12/08/08

Office: (956) 585-4509 • Fax: (956) 205-7009
724 N. Breyfogle • Mission, Texas 78574

CONSTRUCTION CONTRACT

This Agreement, entered into this **16th** day of **December** 20**08** by and between **HIDALGO COUNTY URBAN COUNTY PROGRAM,** joined by **City of Palmview** (hereinafter called the "OWNER", acting herein through its **County Judge**, and **Closner Construction Company, LC** (a corporation) of **La Feria**, State of Texas, hereinafter called "CONTRACTOR".

WITNESSETH

That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the construction described as follows:

PROJECT NAME: **City of Palmview – Street Improvements**
PROJECT #: **5004/05-55-0311-5000-5500-ML**
PROJECT DESCRIPTION: **"City of Palmview – Sun Valley Access Road Street Improvement Project"**

hereinafter called the project, for the sum of (**$89,506.25) Eighty Nine Thousand Five Hundred Six Dollars and Twenty-Five Cents** and all extra work in connection therewith, under the terms as stated in the General and Special Conditions of the Contract; and at his (its or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, the General Conditions, Supplemental General Conditions and Special Conditions of the contract, the plans, which include all maps, plats, blue prints, and other drawings and printed or written explanatory matter thereof, the specifications and contract documents therefore as prepared by **Dannenbaum Engineering** entitled the Engineer, and as enumerated in Paragraph 1 of the Supplemental General Conditions, all of which are made a part hereof and collectively evidence and constitute the contract.

The CONTRACTOR hereby agrees to commence work under this contract on or after a date to be specified in a written "Notice to Proceed" of the OWNER and to fully complete the project within **60** consecutive calendar days thereafter. The CONTRACTOR further agrees to pay, as liquidated damages, the sum of $ **100.00** for each consecutive calendar day thereafter as hereinafter provided in Paragraph 19 of the General Conditions.

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the contract, subject to additions and deductions, as provided in the General Conditions of the contract, and to make payments on account thereof as provided in Paragraph 25, "Payments to Contractor", of the General Conditions.

IN WITNESS WHEREOF, the parties to these presents have executed this contract in four (4) counterparts, each of which shall be deemed an original, in year and day first above mentioned.

_____
Contractor

Name of Firm: Closner Construction Company, LC

Address: 2809 W. Expressway 83
La Feria, Texas 78559

Fed. I.D. #/S.S: 74-2917386

STATE OF TEXAS '
'
COUNTY OF HIDALGO '

This instrument was acknowledged before me on this the __ day of _____, 20_____,

by _____, _____ of and on behalf of _____.
(title) (a corporation) (a partnership) (an individual)

(seal)

_____
Notary Public - Signature

City Secretary:

_____

Witness:

_____

City of Palmview:

_____
Mayor Jorge Garcia

Urban County Program:

_____
Diana R. Serna
Urban County Director

AI-12743 **11.D.**

Engineering svcs - Home Rehab project (Pct. # 4)

CC REGULAR

Date:	12/16/2008
Submitted By:	Estella Webber, URBAN COUNTY
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

1. Requesting exemption from competitive bidding requirements under the Texas Local Government Code 262.024 (a)(4) for Professional Engineering services in connection with an Urban County Program, Owner-Occupied Housing Rehabilitation Project Year 19 (2007) for grading design of the cell and handicap ramp within Pct. #4.
2. Presentation of the scoring grid (of at least three (3) engineering firms from the County's approved "pool" as graded and evaluated by UCP Home Staff) for the purposes of ranking by Commissioner's Court in connection with an Urban County Program Owner-Occupied Housing Rehabilitation project grading design of the cell and handicap ramp in Precinct No. 4.
3. Authority to negotiate a professional engineering service contract with the No. 1 ranked firm of _____ for the provision of grading design of the cell and handicap ramp services for a Precinct No. 4 Owner – Occupied Housing Rehabilitation project.

BACKGROUND

Urban County Program HOME Staff has rated three engineering service firms from the County's approved "pool". Millennium Engineers Group, Inc., R. Gutierrez Engineering Corporation and Hinojosa Engineering Inc. were rated for a Housing Rehab project that requires a grading design of the cell and handicap ramp services. See attached scoring grid for your review.

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** Urban County funds

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

BUDGETARY IMPACT:

Urban County funds will be used for this project.

Attachments

Link: Grid- Grading Design

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	12/10/2008 02:34 PM	APRV
2	Veronica Lopez	Veronica Lopez	12/11/2008 01:35 PM	APRV

3	Auditor's Office	Linda Fong	12/12/2008 10:11 AM	APRV
4	Purchasing Department	Marty Salazar	12/12/2008 12:39 PM	APRV

Form Started By: Estella Webber Started On: 12/10/2008 11:39 AM

Final Approval Date: 12/12/2008

Hidalgo County
Urban County Program
Engineering/Architectural Services

	Millennium Engineers Group, Inc.			Hinojosa Engineering, Inc.			R. Gutierrez Engineering Corporation		
	Grader 1	Grader 2	Grader 3	Grader 1	Grader 2	Grader 3	Grader 1	Grader 2	Grader 3
Professional Qualifications of Team	18	15		13	20		16	10	
Experience of Project Team	22	25		15	20		20	15	
Experience/Availability of Project Manager	18	20		17	15		16	20	
Understandng of Project	22	25		20	20		20	20	
Familiarity with Applicable Rules	10	10		10	5		10	5	
TOTALS	90	95		75	80		82	70	
AVERAGES	**92.5%**			**77.5%**			**76.0%**		
RANKING	1	1		2	2		3	3	

HIDALGO COUNTY STATEMENT OF QUALIFICATION
SCORING/EVALUATION SHEET
ENGINEERING/ARCHITECTURAL SERVICES

Project Description: V. Hernandez

Department: Urban County Program

Name of Firm: Millennium

Date of Evaluation: 12-8-08

Evaluator's Name: A Garcia

Selection Criteria	Point	Score
1. Professional Qualifications of Team	20	18

Comments/Rationale for Points: Constructs material testing under direct supervision of a registered engineer.

2. Experience of Project Team	25	22

***Note* Information necessary to assess the firm on this criteria should be gathered by contacting past/current clients:**

Comments/Rationale for Points: Over 20 years

3. Experience/Availability of Project Manager	20	18

Comments/Rationale for Points: Over 20 years in management, design & construction.

4. Understanding of Project	25	22

Comments/Rationale for Points: Are familiar with current technologies and responsible designing projects.

5. Familiarity with Applicable Rules and Regulations	10	10

Comments/Rationale for Points: Comply.

Total Score 90

HIDALGO COUNTY STATEMENT OF QUALIFICATION
SCORING/EVALUATION SHEET
ENGINEERING/ARCHITECTURAL SERVICES

Project Description: _____

Department: URBAN COUNTY PROGRAM

Name of Firm: MILLENNIUM

Date of Evaluation: 12-8-08

Evaluator's Name: M. GUERRA

Selection Criteria	Point	Score
1. Professional Qualifications of Team	20	15
Comments/Rationale for Points: 2 professional Engineers.		
2. Experience of Project Team	25	25
***Note* Information necessary to assess the firm on this criteria should be gathered by contacting past/current clients:**		
Comments/Rationale for Points: Over 20yrs experience. Former employer of TxDOT.		
3. Experience/Availability of Project Manager	20	20
Comments/Rationale for Points: Project Manager has over 40yrs experience.		
4. Understanding of Project	25	25
Comments/Rationale for Points: Provide services for many parts of projects.		
5. Familiarity with Applicable Rules and Regulations	10	10
Comments/Rationale for Points: TxDOT certification.		
Total Score		95

HIDALGO COUNTY STATEMENT OF QUALIFICATION
SCORING/EVALUATION SHEET
ENGINEERING/ARCHITECTURAL SERVICES

Project Description: U. Hernandez

Department: Urban County Program

Name of Firm: R. Gutierrez Engineering Corporation

Date of Evaluation: 12-8-08

Evaluator's Name: Arturo Garcia

Selection Criteria	Point	Score
1. Professional Qualifications of Team	20	16

Comments/Rationale for Points: Fully equipped and staffed to handle moderate civil engineering & architecture.

2. Experience of Project Team	25	20

***Note* Information necessary to assess the firm on this criteria should be gathered by contacting past/current clients:**

Comments/Rationale for Points: over 46 years experience.

3. Experience/Availability of Project Manager	20	14

Comments/Rationale for Points: Excellent reputation in meeting clients aggressive schedules

4. Understanding of Project	25	20

Comments/Rationale for Points: Understand every scope of construction requirements.

5. Familiarity with Applicable Rules and Regulations	10	10

Comments/Rationale for Points: Comply

Total Score 82

HIDALGO COUNTY STATEMENT OF QUALIFICATION
SCORING/EVALUATION SHEET
ENGINEERING/ARCHITECTURAL SERVICES

Project Description: _____

Department: URBAN COUNTY PROGRAM

Name of Firm: R GUTIERREZ ENGINEERING CORPORATION

Date of Evaluation: ~~12~~ 12.08.08

Evaluator's Name: MONICA GUERRA

Selection Criteria	Point	Score
1. Professional Qualifications of Team	20	10

Comments/Rationale for Points: ~~been in operation since '98~~ 2 professional engineers

2. Experience of Project Team	25	15

***Note* Information necessary to assess the firm on this criteria should be gathered by contacting past/current clients:**

Comments/Rationale for Points: been in operation since '98

3. Experience/Availability of Project Manager	20	20

Comments/Rationale for Points: are available to commence immediately

4. Understanding of Project	25	20

Comments/Rationale for Points: includes property surveys, legal descriptions, topographic surveys, alignments for roadways, utilities, easements

5. Familiarity with Applicable Rules and Regulations	10	5

Comments/Rationale for Points: are familiar w/ TxDOT standards & requirements

Total Score 70

HIDALGO COUNTY STATEMENT OF QUALIFICATION
SCORING/EVALUATION SHEET
ENGINEERING/ARCHITECTURAL SERVICES

Project Description: Victor Hernandez

Department: Urban County Program

Name of Firm: Hinojosa Engineering Inc.

Date of Evaluation: 12-8-08

Evaluator's Name: Art Garcia

Selection Criteria	Point	Score
1. Professional Qualifications of Team	20	13

Comments/Rationale for Points: High qualified team of professionals providing a variety of construction services.

2. Experience of Project Team	25	15

***Note* Information necessary to assess the firm on this criteria should be gathered by contacting past/current clients:**

Comments/Rationale for Points: Over 20 years of work experience

3. Experience/Availability of Project Manager	20	17

Comments/Rationale for Points: Will be prepared to make on site construction inspections to ensure that city, state and federal regulations have reached compliance.

4. Understanding of Project	25	20

Comments/Rationale for Points: Schedule adequate time for projects during the construction phase.

5. Familiarity with Applicable Rules and Regulations	10	10

Comments/Rationale for Points: Comply

Total Score 75

HIDALGO COUNTY STATEMENT OF QUALIFICATION
SCORING/EVALUATION SHEET
ENGINEERING/ARCHITECTURAL SERVICES

Project Description: _____

Department: URBAN County Program

Name of Firm: HINOJOSA ENGINEERING INC

Date of Evaluation: 12.8.08

Evaluator's Name: MONICA GUERRA

Selection Criteria	Point	Score
1. Professional Qualifications of Team	20	20

Comments/Rationale for Points: 4 head Engineers. 7 techs. & 5 surveyors.

2. Experience of Project Team	25	20

***Note* Information necessary to assess the firm on this criteria should be gathered by contacting past/current clients:**

Comments/Rationale for Points: 20 years w/ Mr. Hinojosa, 4 w/ Robles, & 9 yrs w/ Mr. Trevino

3. Experience/Availability of Project Manager	20	15

Comments/Rationale for Points: All have had a least 3 major projects.

4. Understanding of Project	25	20

Comments/Rationale for Points: All completed projects such as county roads, sewerlines, water lines, & drain ditches.

5. Familiarity with Applicable Rules and Regulations	10	5

Comments/Rationale for Points: Aware & in compliance.

Total Score	80

AI-12739 **11.E.**

Water/Sewer Imp. contract - City of Elsa

CC REGULAR

Date: 12/16/2008
Submitted By: Estella Webber, URBAN COUNTY
Department: URBAN COUNTY
Agenda Category: Urban County

Information

CAPTION

The Urban County Program is requesting approval to amend an existing contract with J.E. Saenz & Associates in the amount of $ 26,536.00 utilizing Year 16 & 18 (2003 & 2005) funds for a Water/Sewer Improvement Project for the City of Elsa. The amendment includes an increase of $3,274.00 for testing services for the project construction.

BACKGROUND

The City of Elsa requested an Emergency Declaration for the city Sewer Plant. Hidalgo County Commissioner's Court approved the Emergency Declaration on September 16, 2008, J.E. Saenz, & Associates was the approved engineer for the project. The increase of $3,274.00 will include testing services for the construction phase of the project. Please see attached letter from JE Saenz requesting increase.

Contract Amount:	$26,536.00
Amended Amount:	$3,274.00
New Contract Amount:	**$29,810.00**
Funds Available:	$125,067.64 (2005 FY 18) Water/Sewer Improvement funds

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** Urban County funds

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

BUDGETARY IMPACT:

Urban County Program will utilize 2005 FY 18 Water/Sewer Improvement funds for this project.

Contract Amount:	$26,536.00
Amended Amount:	$3,274.00
New Contract Amount:	**$29,810.00**
Funds Available:	$125,067.64 (2005 FY18) Water/Sewer Improvement funds

Attachments

Link: agreement - Elsa imp.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	12/10/2008 11:29 AM	APRV

2	Veronica Lopez	Veronica Lopez	12/11/2008 10:40 AM	APRV
3	Auditor's Office	Linda Fong	12/12/2008 10:13 AM	APRV
4	Purchasing Department	Marty Salazar	12/12/2008 12:39 PM	APRV

Form Started By: Estella Webber Started On: 12/10/2008 10:57 AM

Final Approval Date: 12/12/2008

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

5003/05-25-0310-5000-2500

Amendment #1
Professional Services Agreement

This Agreement, entered into this **16th day of December, 2008** by and between Hidalgo County, a political subdivision of the State of Texas, joined by the **City of Elsa,** (hereinafter called the "Party") and **J.E. Saenz** duly authorized Engineer, herein acting by **J.E. Saenz & Associates** (hereinafter called the "Engineer").

WITNESSETH THAT:

WHEREAS, Hidalgo County has received CDBG funds from the U.S. Dept. of Housing and Urban Development to be used by Urban County Participants. It is understood and agreed that the Party's obligation under this Agreement is contingent upon the actual receipt of adequate federal funds to meet the liabilities under this Agreement; and

WHEREAS, the Party is interested in obtaining Engineering Services; and

WHEREAS, the Engineer, duly licensed and registered to practice engineering in the State of Texas, has the professional abilities to undertake the study, evaluation, analysis and engineering recommendations in a manner which shall provide the necessary public service while preserving and enhancing to the greatest degree possible the natural and proposed environment in the PROJECT area; and

WHEREAS, the Party desires to engage the Engineer to render certain services in connection therewith;

NOW, THEREFORE, the participants do mutually agree as follows:

SECTION I
EMPLOYMENT OF THE ENGINEER

The Party agrees to employ the Engineer to furnish and provide the engineering services as stated in the following sections and upon receipt of such satisfactory services, the Party agrees to pay the Engineer as stated in the sections to follow.

SECTION II
BASIC SERVICES OF THE ENGINEER

The Engineer shall perform the following Basic Services in connection with the proposed **Water and Sewer Improvement Project** Account(s) **5003/05-25-0310-5000-2500.** *(See Exhibit A)*

2.1 Preliminary Phase

a. Attend preliminary conferences with the Party and, if requested, with the funding agency and other government agencies or interested parties regarding the project.

b. As may be required, comply and receive the Party and the funding agencies approval on all work.

c. Prepare preliminary engineering plans on the Project in sufficient detail to indicate clearly the problems involved and solutions recommended with the cost estimates.

d. Obtain the Party's approval of the work of this Preliminary Phase before proceeding with the next phase.

2.2 Design Phase

a. Attend the respective Party's meetings as requested for the purpose of explaining completed design work activities.

b. Advise the Party of any soil investigations or tests which, in the opinion of the Engineer, maybe required for the proper execution of the Project.

c. Provide all field information and surveys required for the design of the Project.

d. Plot field data and other survey information for the design of the Project.

e. Prepare detailed plans specification and contract documents and drawings (reproducible tracings) for construction authorized by the Party.

f. Furnish, if requested, the engineering data necessary for the Party to obtain permits required by local, state, and federal authorities.

g. Prepare cost estimates of authorized construction, based on prices for work. If such estimated costs exceed the monies available, the Party shall be consulted so that revisions can be made to reduce the cost as required.

h. Prepare all documents required for the advertisement and bidding of the Project in cooperation with the Party's staff.

i. Preparation of property or easement descriptions.

2.3 Construction Phase

The Construction Phase will commence with the execution of the prime construction contract(s). The Party will issue a ten (10) day commence work notice which will signal the commencement of work under any construction contracts and will terminate upon the Party's approval of the Engineer's written approval of final payment to the Contractor(s). During the Construction Phase, the Engineer will:

a. Assist the Party in opening and tabulating bids for the construction of the Project, and advise the Party in establishing the procedure for entering into construction phase.

b. Prepare the formal Contract Documents for the Contractor.

c. Make periodic visits to the site as required pursuant to the standards of Professional Engineers on projects of this nature, provide project construction supervision, to observe the progress and quality of the executed work and to determine if the work is proceeding in accordance with the contract documents.

d. Consult and advise with the Party and issue all instructions and Change Orders to the Contractor requested by the Party.

e. During the progress of actual construction, Engineer will keep the Owner informed with brief and concise information. A monthly progress report will be prepared which will give the Party a quick glance at the Project insofar as monies spent, construction time elapsed, percent of Project completed, a brief narrative of what problems have been encountered and the anticipated completion date.

f. Review shop and working drawings furnished by Contractors for general compliance with design concept and with information given in contract documents.

g. Review and provide a recommendation concerning samples, catalog data, schedules, shop drawings, laboratory, shape and mill tests of material and equipment and other data which the Contractor is required to submit, in compliance with the Contract Documents.

h. Prepare monthly and final estimates for payments to Contractors.

i. Upon receipt of notification by the Party that the work has been completed, the Engineer shall accompany the Party on the Final Inspection to assure that the total work has been completed in accordance with the Contract Documents.

J• Prior to the Party's dispersal of any retainage of funds, render a written opinion to the Party that the construction has been completed according to the Contract Documents and provide the Party with a certificate of completion and release of liens documents from subcontractors.

k. Provide the Party with sepia copies of as-built drawings of the constructed improvements, when 3

requested.

1. The Engineer will be responsible for interim and final inspection.

m. Furnish to the Party of **City of Elsa** Four (4) sets of plans and four (4) sets of specifications and contract documents.

SECTION III
ADDITIONAL SERVICES OF THE ENGINEER

If authorized in writing by the Party, the Engineer will furnish or obtain from others Additional Services of the following types which are not considered normal or customary basic services; these will be paid for by the Party as indicated in Section VI.

3.1 Services of a Resident Project Representative, and other field personnel as required, for on-the-site observations of construction, other than periodic visits covered in Section 2.3a herein.

3.2 Detailed mill, shop and/or laboratory inspection of materials or equipment.

3.3 Major revision of Contract drawings as distinguished from modifications due to change orders, modifications to reduce the cost of the project or modifications requested to meet federal, state, or local regulations.

SECTION IV
REIMBURSABLE EXPENSES

4.1 Travel and subsistence required for the Engineer and authorized by the Party to points other than within the County and Project site.

4.2 Additional copies of reports and specifications over six (6) copies and additional prints of drawings over six (6) copies.

4.3 Reimbursable expenses as provided in Section IV herein shall be paid to the Engineer on the basis of 1.1 times the Engineers actual cost.

SECTION V
THE PARTY'S RESPONSIBILITIES

The Party will:

5.1 Provide full information as to requirements for the Project.

5.2 Assist the Engineer by providing all available information pertinent to the Project including reports and any other data relative to design and construction of the Project.

5.3 Furnish the Engineer services or data as required such as appropriate professional interpretations 4

of all of the foregoing; property, boundary, easement, right-of-way, zoning, and deed restrictions; all of which the Engineer may rely upon in performing his services under this agreement.

5.4 Guarantee access to and make all provisions for the Engineer to enter upon public and private property as required for the Engineer to perform his services under this Agreement.

5.5 Examine all studies, reports, sketches, estimates, specifications, drawings, proposals, and other documents presented by the Engineer.

5.6 Pay for all costs incident to advertising and obtaining bids or proposals from Contractors.

5.7 Provide such legal and accounting services required to discharge the Party's responsibility under the terms of this Agreement and any Agreement with any governmental agency as may be required for the project, and such auditing services as the Party may require to ascertain how or for what the purpose any Contractor has used the monies paid to him under the construction contract.

5.8 Give prompt written notice to the Engineer whenever the Party observes or otherwise becomes aware of any defect in the Project.

SECTION VI
PAYMENTS TO THE ENGINEER

The Party agrees to pay the Engineer for completed services as identified by the Party:

6.1 The Engineer shall be paid a total fixed amount of **$29,810.00** for services rendered under this contract. Payment shall be based on request for reimbursements with documentation requested by the Party. The Engineer's fee shall be due and payable as outlined in Sections 6.2, 6.3, and 6.4 as follows.

6.2 At Engineer's completion and Party's approval of the Engineer's services under the Preliminary Phase, Section II of this Agreement, Party shall pay a maximum of 15% of the sum set forth in Section 6.1 above.

6.3 At Engineer's completion and Party's approval of the Engineer's services under the Design Phase, Section II of this Agreement, Party shall pay a maximum of 60% of the sum set forth in Section 6.1 above.

6.4 At Engineer's completion and Party's approval of the Engineer's services under the Construction Phase, Section II of this Agreement, Party shall pay a maximum of 25% of the sum set forth in Section 6.1 above. Such sum to be paid periodically proportionately to the percentage of construction completed by the Contractor as determined by Engineer's reports.

6.5 For Additional Services as provided in Section III herein the Engineer shall be paid a sum of 1.1 times the Engineer's actual cost for such services.

SECTION VII
OWNERSHIP OF DOCUMENTS

Original documents, plans, designs and survey notes developed in connection with services performed hereunder belong to, and remain the property of the Party, in consideration of which it is mutually agreed that the Party will use them solely in connection with the Project and as base material for possible future projects.

SECTION VIII
TERMINATION

The Party may terminate this Agreement at any time by a 30-day notice in writing to the Engineer. Upon receipt of such notice, the Engineer shall, unless the notice directs otherwise immediately discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement. As soon as practical after receipt of notice of termination, the Engineer shall submit a statement showing in detail the actual services that were performed under this Agreement to date of termination, the date such services were performed and the length of time spent by each person or party engaged in performing such services on each day,

The Party shall pay the Engineer a sum of money equal to the reasonable value of the service rendered by the Engineer to the Party in connection with the services performed under this Contract, less payments previously made by the Party to Engineer on work performed and expenses incurred by Engineer under the provisions of this Contract. Copies of all completed or partially completed designs, plans and specifications prepared under this Agreement shall be delivered to the Party when and if this Agreement is terminated, but subject to the restrictions as to their use, as set forth above.

Notwithstanding the above, the Engineer shall not be relieved of liability to the Party for damages sustained by the Party arising from Engineer's negligent acts, errors or omissions related to Engineer's obligations created under this Agreement.

SECTION IX
COUNTY AND CITY OFFICIALS

Engineer agrees that no County or City official or Party employee shall be personally liable for any of the obligation created under this Agreement, or for any matter which may arise out of the Project, or any activities related thereto and hereby holds the Party, its political bodies and its employees harmless from and indemnifies them from any liability from any matter arising from Engineer's negligent acts, errors or omissions related to Engineer's obligations created under this Agreement.

SECTION X
SUCCESSORS AND ASSIGNS

Party and Engineer each binds themselves, their partners, successors, executors, administrators, and assigns to the other party of Agreement in respect to all covenants of this Agreement. Neither the Party nor Engineer shall assign, sublet, or transfer interest in this Agreement without the written consent of the other.

SECTION XI
TIME OF PERFORMANCE

The Engineer contracts and agrees to commence work within ten (10) days from the date of written authorization to proceed and will complete the preparation of the preliminary phase and estimates by 90 days and will proceed upon authorization with final drawings, specifications, and contracts documents and complete same within the earliest practical time from such notice to proceed.

SECTION XII
VENUE

Venue and jurisdiction of any suit, right or cause of action arising under or in connection with this Contract shall lie exclusively in Hidalgo County, Texas.

SECTION XIII
CHANGES

The Party may, from time to time, request changes in the Scope of Services of the Engineer as may be mutually agreed to be performed hereunder. Such changes, including any increase or decrease in the amount of the Engineer's compensation, which are mutually agreed upon by and between the Party and the Engineer shall be incorporated in written amendments to the Contract.

SECTION XIV
COMPLIANCE WITH LOCAL LAWS

The Engineer shall comply with all applicable laws, ordinances, and codes of the State and local governments, and the Engineer shall save the Party harmless with respect to any damages arising from any Engineer negligence done in performing any of the work embraced by this Contract.

SECTION XV
ASSIGNABILITY

The Engineer shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written consent of the Party thereof; provided however, that claims for money due or to become due to the Engineer from the Party under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Party.

SECTION XVI
GENERAL

16.1 Audit The Party and/or any of its duly authorized representatives shall have access to any books, documents, papers, and records of the Engineer which are directly pertinent to this project for the purpose of making the audit, examination, excerpts, and transcriptions.

16.2 The Engineer agrees to compliance with the following Executive orders, Titles and Program Regulations, including any additional requirements that may be set forth by the Party.

a. Title VI of the Civil Rights Act - requires that no one may be denied access to benefits from projects which receive federal assistance.

b. Section 109 of the Housing and Community Development Act of 1974 - Nondiscrimination related to benefits from projects funded specifically under Title I of the Act.

c. Section 3 of the HUD Act of 1968 - requires that maximum effort be made to provide employment, training, and business opportunities to low income families and/or residents of the project area.

d. The Engineer shall give the United States Department of Housing and Urban Development, the Inspector General, the Comptroller General of the United States, the Auditor of the State of Texas, access to and the right to examine all books, accounts, records, reports, files, and other papers, things, or property belonging to or in use by Engineer pertaining to this Agreement. Such rights to access shall continue as long as the records are retained by Engineer. Engineer agrees to maintain such records in an accessible location for a period of three (3) years.

e. Executive Order 11246 (paragraph a-c for contracts under $10,000; paragraphs a-g for contracts over $10,000) - Equal Employment Opportunity.

Executive Order 11246. Executive Order 11246 and the regulations issued pursuant thereto (24 CFR Part 130) which provides that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in all phases of employment during the performance of federal or federally assisted contracts. Such consultants or subcontractors shall take affirmative action to ensure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination rates of pay or other forms of compensation and selection for training and apprenticeship.

Equal Employment Opportunity for Activities and Contracts not Subject to Executive Order 11246, as amended. In carrying out the program, the Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Engineer shall take affirmative action to ensure that applicants for employment are employed and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not limited to the following: Employment, upgrading, demotion, or transfer; recruitment or other forms of compensation; and selection for training, including apprenticeship. The Engineer shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Government setting forth the provisions of this paragraph in all of its contracts for program work and will require all of its consultants for such work to incorporate such requirements in all subcontracts for program.

16.3 Interest of Certain Federal Officials: No member of or Delegate to the Congress of the United States and no Resident Commissioner, shall be admitted to any share or part of this Agreement or to any benefit to arise from the same.

16.4 Interest of Members, Officers, or Employees of Public Body, Member of Local Governing Body, or other Public Officials: No member, officer, or employee of the County or City, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure for one year thereafter, shall have any interest, direct or indirect, to be performed in connection with the program assisted under the Agreement. The Engineer shall incorporate or cause to be incorporated in all such interest pursuant to the purpose of this Section.

SECTION XVII INSURANCE

The Engineer shall obtain and keep in force during the tern]. of its engagement on the Project, the insurance as follows:

17A A comprehensive automobile liability policy covering liability exposure to bodily injury and property damages. The Engineer shall furnish Party Certificates of Insurance showing the comprehensive automobile liability insurance policies to be in effect, commencing when Engineers commence operations under this Agreement, in the sum of $300,000 for bodily injury and $100,000 for property damages.

17.2 Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

17.3 A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability Insurance Policy providing additional coverage to all underlying liabilities of County consistent with potential exposure of County under the Texas Tort Claims Act;

17.4 Workers Compensation Insurance in amount established by Texas law, under the bidder is specifically exempted from the Texas Worker's Compensation Act, Texas Labor Code Chapter 401, et. seq.

17.5 All insurance policies must be written by an insurance company or companies acceptable to the Party.

SECTION XVIII
WARRANTY

18.1 Engineer represents and warrants to Owner all services rendered to Owner under this Agreement shall, at a minimum, comply with the Texas Engineering Practices Act (Tex. Civ. St. Ann., Article 3271) and rules of the Texas Board of Professional Engineers.

SECTION XIX
EFFECTIVE DATE

The effective date of this contract shall be **16th day of December, 2008.** Such date being the date the County Commissioners' Court approved entering into contract with Engineer.

This Agreement is hereby approved this____ day of _____, 2008.

_____

Engineer Signature

Firm Name: **J.E. Saenz & Associates**

Address: **5211 East Wisconsin Road**

City/ST/ZIP: **Edinburg, Texas 78539**

FED ID #ISS #: **74-2741752**

STATE OF TEXAS
COUNTY OF HIDALGO

This instrument was acknowledged before me on this the ____ day of _____ , 20_____.
by_____ _____of and on behalf of (a corporation)(a partnership)(a sole proprietorship).
(title)

_____ _____
My commission Expires Notary Public State of Texas

City of Elsa

_____ _____
City Secretary (SEAL) **Mayor**

Urban County Program

_____ _____
Witness **Diana R. Serna, UCP Director**

J.E. SAENZ & ASSOCIATES, INC.
ENGINEERS ■ SURVEYORS ■ PLANNERS
CONSTRUCTION MANAGERS ■ GEOGRAPHICAL INFORMATION SYSTEMS

December 8, 2008

Juan Cedillo
City of Elsa
216 East V. F. W. Street
Elsa, Texas 78543

Re: Amendment of the contract to include the testing services in the Emergency Phase (City of Elsa - Wastewater Treatment Plant Main Lift Station Improvements)

Dear Mr. Cedillo,

This letter is in regards to the testing services for the construction phase for the above referenced project. We need to implement testing services to ensure all the materials and the methods used in construction are in compliance with the specifications and the plans. Along with others, subgrade compaction, reinforcing steel inspection and concrete strength test are some major items need to be considered.

As I have mentioned to you earlier that according to the Urban County it will take less time (approx. two weeks) to include the testing services as an amendment to our contract than to go through the procurement process (approx. four weeks) with the Urban County in which the City of Elsa will manage the testing services. We have agreed to go with the first option in which it would take lesser time to include the construction phase testing services.

Raba-Kister, Inc., has issued a proposal in response to our request with an probable cost of $3274.00 for this testing services. It is our understanding that this cost is just estimation and the exact amount will vary based on the amount of services they would finally provide. They have a breakdown of cost which also shows the unit fees (rate) of each service that they may provide to us.

We need your approval on this service and the cost before we put the item in the agenda for County Commissioner Court's approval. I would really appreciate your prompt response in this matter as it will help us to move forward in this project without any holdup.

Respectfully Submitted,

Jose E. "Eddie" Saenz, P.E.
Principal

JK/jk

F:\JESAENZ\ENGPROJS\ENG2008\ENG 08 019\misc doc\Recommendation for Testing Servies - City of Elsa.doc

POST OFFICE BOX 3293
EDINBURG, TEXAS 78540
www.jesaenz.com

(956) 383-2984 TEL
(956) 383-3736 FAX
info@jesaenz.com

AI-12713 **11.F.**

Construction contract (change order) - Alamo Fire Dept.

CC REGULAR

Date:	12/16/2008
Submitted By:	Estella Webber, URBAN COUNTY
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

The Urban County Program requests approval of Change Order No.1 on construction contract with Joe Williamson Construction Company, Inc. to increase contract in the amount of $27,546.00, utilizing City of Alamo general funds.

BACKGROUND

The Urban County Program requests approval of Change Order No. 1 as presented by the City of Alamo to the existing contract in the amount of $787,000.00 for the construction of a new fire station. Hidalgo County Commissioner's Court approved the contract on June 10, 2008. The city of Alamo has requested additional work to be performed by the contractor to equal an increase of $27,546.00 for the removal of existing asphalt and resurface at the south side of the existing Police Department building adjacent to the Fire Department.

Approved Contract Amount: $ 787,000.00

Change Order No. 1 (Increase) $ 27,546.00 (City of Alamo Funds)

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** N/A

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

BUDGETARY IMPACT:

The Change Order is to provide additional paving to the parking lot by Williamson Construction and will be paid with **Non-CDBG funds.**

Attachments

Link: constr. change order

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	12/09/2008 03:40 PM	APRV
2	Veronica Lopez	Veronica Lopez	12/11/2008 10:05 AM	APRV
3	Auditor's Office	Linda Fong	12/12/2008 10:15 AM	APRV
4	Purchasing Department	Marty Salazar	12/12/2008 12:38 PM	APRV

Form Started By: Estella Webber

Started On: 12/09/2008 03:19 PM

Final Approval Date: 12/12/2008

HIDALGO COUNTY
URBAN COUNTY PROGRAM

UCP CONTRACT CHANGE ORDER REQUEST

CITY/PCT. City of Alamo
423 N. Tower Rd.
Alamo, TX 78516
(Address)

DATE: November 24, 2008

CHANGE ORDER NO. 1

CONTRACTOR/FIRM
(Name & Address)
Joe Williamson Construction Co., Inc.
P.O. Box 4352
McAllen, TX 78502

Phone #: 781-9781

PROJECT/NAME/ACCT. NO.
5006-50-0315-5000-0500GVG

You are hereby requested to comply with the following changes from the contract plans and specifications:

Install additional asphalt paving as per attached plans
and Contractor's Cost Proposal.

☐	Final Quantitative Adjustments	☐	Quantitative Deletion
☐	Unit Prices	☐	Time Extension
☑	Quantitative Addition	☐	Other

REASON: AS REQUESTED BY OWNER.

Contract price prior to change order	$ 787,000.00
Net Increase of this Change Order	$ 27,546.00
Contract Price with Change Order	$ 814,546.00

Increase/Decrease in time - 0 - days.

RECEIVED
DEC 2

HIDALGO COUNTY
URBAN COUNTY PROGRAM

UCP CONTRACT CHANGE ORDER REQUEST

12/02/08 — CITY/PCT. OFFICIAL — DATE

12/1/08 — CONTRACTOR — DATE

12-2-08 — PROJECT ARCHITECT — DATE

(FOR URBAN COUNTY PROGRAM USE ONLY)

- ☐ Scope Increase
- ☑ Quantitative Addition/Deletion
- ☐ Scope Decrease
- ☐ Final Quantitative Adjustment
- ☐ L/M Beneficiary Change/Impact
- ☐ Other
- ☐ Environmental Impact

- ☐ Approved
- ☐ Disapproved

Title:_____.

Signature:_____ Date: _____.

Change Order Request

Detailed (with Breakdown of PCOs), Grouped by Each Number

2279 Alamo Fire Station
415 N. Tower Rd
Alamo, Texas 78516

Project # 2279
Tel: (956) 781-9781 Fax: (956) 787-2113

Joe Williamson Construction

Change Order Request: 008-2279 **Date: 10/31/2008**

To: Ed Alcocer
Alcocer Garcia Associates Design Consulting
1335 E. Jasmine Ave
McAllen, Texas 78501

From: Alrika Stevens
Joe Williamson Construction
P.O. Box 4352
McAllen, TX 78502

Description	Category	Status
Sitework	Direct Cost	Pending

Reference	Required By	Days Req	Amt Req
	11/7/2008	0	27,546.00

Notes

PCO No	Date	Reference	Amt Prop	Days Req	Category	Reason
012	10/31/2008		27,546.00	15	Change Order	Direct Costs

Description: Sitework

Notes:
1. Removal of existing asphalt surface at South side of existing police department building.

2. Engineering design, labor and materials for the construction of new asphalt (1-1/2" thick) Paving.

Item No	Item Description	Amt Prop Reference
001	Demolition and removal of existing asphalt surface	1,000.00
002	6" Cut for 6" subgrade preparation (900 SY)	1,575.00
003	6" Caliche base reuse existing add new (900 SY)	5,400.00
004	1-1/2" Hot Mix (900 SY)	9,225.00
005	18" Curb and gutter (20LF)	180.00
006	36" Valley Gutter (20LF)	1,800.00
007	1" Overlay Hotmix (350 SY)	3,325.00
008	Striping & HC (1)	450.00
009	General Conditions	2,295.50
010	Mark-Up	2,295.50

Approved By:

Signature _____ _____

Name _____ **Date**

Rudy Villarreal
Mayor

Diana Martinez
Mayor Pro-Tem

Jesus "Jesse" Vela, Jr.
Commissioner

Victor Perez
Commissioner

Roel Landa, Jr.
Commissioner

Luciano Ozuna, Jr.
City Manager

ALAMO
REFUGE TO THE VALLEY

December 3, 2008

Mrs. Lupita V. Garcia, C.D. Coordinator
Urban County Program
1916 Tesoro Blvd.
Pharr Texas 78577

Re: PFI-Fire Station Project

Dear Lupita:

At a Regular Meeting of November 4, 2008, the Board of Commissioners voted to approve Change Order No.1 in the amount of $27,546.00. This will increase the existing contract of $787,000.00 to reflect a revised total of $814,546.00. The Change Order is to provide additional paving to the parking lot by Williamson Construction and will be paid with non-CDBG funds.

I ask that this be placed on the next County Commissioners Court agenda for appropriate action.

If you need additional information or have any questions, please call me at (956) 787-0006 ext.106.

Sincerely,

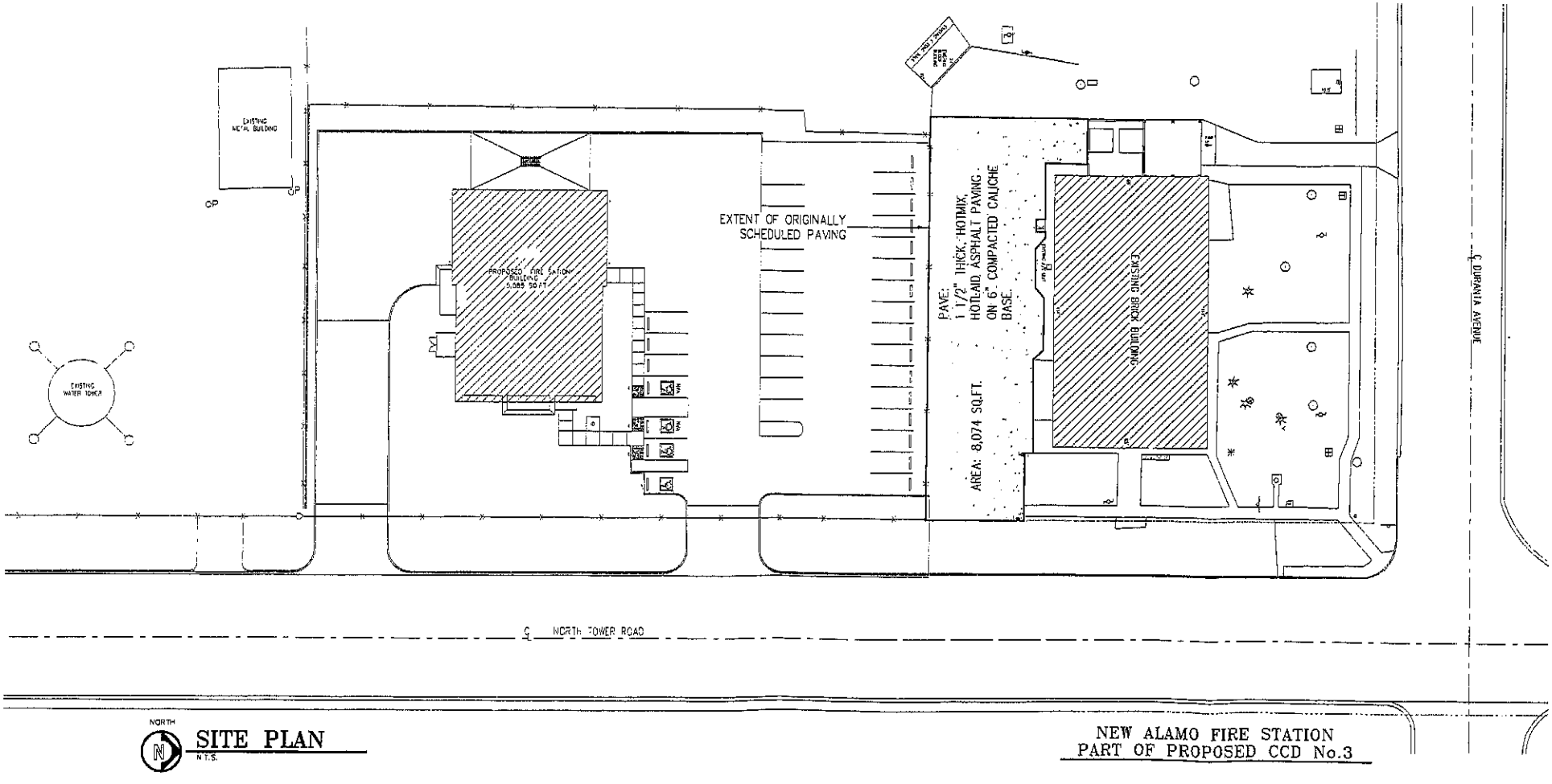
Jaime S. Sandoval
Community Planning & Development Director

Enclosures

CC: Luciano Ozuna, Jr., City Manager
Enrique Guzman, Finance Director
File

420 N. Tower Road . Alamo Texas 78516 (956) 787-0006 787-6807 fax
"This institution is an equal opportunity provider, and employer."

RECEIVED
DEC 3



NORTH

SITE PLAN

N.T.S.

NEW ALAMO FIRE STATION
PART OF PROPOSED CCD No.3

AI-12759 **12.A.**

Data Card Request

CC REGULAR

Date: 12/16/2008
Submitted By: Griselda Salazar, IT DEPARTMENT
Department: IT DEPARTMENT
Agenda Category: County Judge's Office

Information

CAPTION

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

Department Name:	Name of Employee:	Basic Rate Plan:	Total Per Month:	One Time Equipment Cost:
County Judge's	Office Use	Data Plan	$55.00	$99.99
County Judge's	Office Use	Data Plan	$55.00	$99.99

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Funding pending approval of AI 12751

Attachments

Link: Data Cards Request

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	12/10/2008 03:54 PM	APRV
2	Erika Reyna	Erika Reyna	12/12/2008 10:27 AM	APRV
3	Auditor's Office	Linda Fong	12/12/2008 11:44 AM	APRV
4	Purchasing Department	Marty Salazar	12/12/2008 12:39 PM	APRV

Form Started By: Griselda Salazar — Started On: 12/10/2008 02:43 PM

Final Approval Date: 12/12/2008

CELLULAR PHONE REQUEST FORM
HIDALGO COUNTY, TEXAS

(1) Type of Request:

☐ Phone and service (NEW)
☐ Phone and service (Porting/Existing number: 956-___-____)
☐ Plan change
☐ User Name Change
☐ Delete Service
☑ Other Data Sprint Card

(2) Requesting employee/position: Office Use (1)

Employee ID #:_____ Office: County Judge Budget Acct. #: 8-1100-413-00-110-0006-0-534

(3) Type of duties:

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

(4) Describe how cell phone will be used:_____

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

Sprint	☐ Other	☐ BE1000	☑ Data Plan	☐ Equipment Type	☑ Equipment Cost
Plan Cost	$____	$55.00	$55.00	Ovation U727	$ 99.99/unit

(6) Will phone be used outside of the County of Hidalgo _____. If yes indicate where and how frequently

(7) Cell phones come with desktop charger. Additional accessories needed:

Car charger _____ Carrying case _____ Extra battery _____ Other:_____

(8) If requesting a different model or make of cell phone than is supplied under the current contract indicate justification for additional expense_____

Department Head / Elected Official

↑ Signature ↑	↑ Print Name ↑	↑ Date Signed ↑
[signature]	Juan D. Salinas III	12/10/08

APPROVED BY HIDALGO COUNTY COMMISSIONERS' COURT

APPROVAL DATE : _____

For multiple phone requests, please continue on the following page.
V5 – modified 3/12/2008

CELLULAR PHONE REQUEST FORM
HIDALGO COUNTY, TEXAS

(1) Type of Request:

☐ Phone and service (NEW)
☐ Phone and service (Porting/Existing number: 956-___-____)
☐ Plan change
☐ User Name Change
☐ Delete Service
☑ Other Data Sprint Card

(2) Requesting employee/position: Office Use (2)

Employee ID #:_____ Office: County Judge Budget Acct. #: 8-1100-413-00-110-0006-0-534

(3) Type of duties:

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

(4) Describe how cell phone will be used:_____

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

Sprint	☐ Other	☐ BE1000	☑ Data Plan	☐ Equipment Type	☑ Equipment Cost
Plan Cost	$____	$55.00	$55.00	Ovation U727	$ 99.99 / unit

(6) Will phone be used outside of the County of Hidalgo _____. If yes indicate where and how frequently

(7) Cell phones come with desktop charger. Additional accessories needed:

Car charger _____ Carrying case _____ Extra battery _____ Other:_____

(8) If requesting a different model or make of cell phone than is supplied under the current contract indicate justification for additional expense_____

Department Head / Elected Official

↑ Signature ↑	↑ Print Name ↑	↑ Date Signed ↑
J.D.S	Juan D. Salinas III	12/10/08

APPROVED BY HIDALGO COUNTY COMMISSIONERS' COURT

APPROVAL DATE : _____

For multiple phone requests, please continue on the following page.
V5 – modified 3/12/2008

AI-12783 **13.A.**

Planning Department

CC REGULAR

Date:	12/16/2008
Submitted By:	Nora Cavazos, PLANNING DEPT.
Submitted For:	Raul Sesin
Department:	PLANNING DEPT.
Agenda Category:	Planning Department

Information

CAPTION

Reimbursement of a Cash Deposit:

1. Cardinal Star Subdivision – Pct. Pct. 4 (Franz Schamberger)
2. Berny Estates Unit 1 – Pct. 4 (Helen Bentsen)
3. Hacienda Don Damacio – Pct. 1 (Joe Martinez)

BACKGROUND

Fiscal Impact

Attachments

Link: Cardinal Stars - Reimbursement

Link: Berny Estates Unit 1- Reimburse

Link: Hacienda Don Damacio - Reimburse

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	12/11/2008 08:52 AM	APRV
2	Dale Kennan	Dale Kennan	12/11/2008 08:59 AM	APRV
3	Auditor's Office	Linda Fong	12/12/2008 10:03 AM	APRV
4	Purchasing Department	Marty Salazar	12/12/2008 12:39 PM	APRV

Form Started By: Nora Cavazos — Started On: 12/10/2008 04:20 PM

Final Approval Date: 12/12/2008

PLANNING DEPARTMENT

County Of Hidalgo

Raul E. Sesin, P.E.
Planning Administrator

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

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

DATE: DECEMBER 10, 2008

RE: CARDINAL STAR SUBDIVISION – PCT. 4

ON NOVEMBER 12, 2008, THE HIDALGO COUNTY COMMISSIONERS COURT GRANTED FINAL APPROVAL WITH A FINANCIAL GUARANTEE FOR THE ABOVE REFERENCED SUBDIVISION. A CASH DEPOSIT WAS USED TO SECURE THE FUNDS FOR THE INSTALLATION OF FIVE (5) SEPTIC TANK SYSTEMS.

THE DEVELOPER HAS COMPLETED ALL OF THE REQUIREMENTS IN ACCORDANCE WITH THE MODEL SUBDIVISION RULES. THE PLANNING DEPARTMENT HAS RECEIVED A LETTER FROM THE HIDALGO COUNTY HEALTH DEPARTMENT STATING THAT FIVE (5) SEPTIC TANKS HAVE BEEN INSTALLED, INSPECTED AND CAN BE EXPECTED TO FUNCTION SATISFACTORILY.

STAFF HAS NO OBJECTION TO THE APPROVAL FOR THE REIMBURSEMENT OF THE CASH DEPOSIT IN THE AMOUNT OF $5,000.00 FOR THE AFOREMENTIONED IMPROVEMENTS.

PLANNING DEPARTMENT

County Of Hidalgo

Raul E. Sesin, P.E.
Planning Administrator

HIDALGO COUNTY PLANNING DEPARTMENT

Date 10/15 20 08

Received of: Cardinal Estates LTD. $ 5,000.00

five thousand + 00/100 Dollars

Subdivision: Cardinal Stars.

Cash Ø Check # 1058 M.O. # Ø

Received by: Flor U. Castillo

THE STATE OF TEXAS
COUNTY OF HIDALGO

Precinct No. 2
RECEIPT
Nº 59457 -2

COUNTY AUDITOR'S FORM RE-FD-0001

White - Customer Copy • Yellow - Auditor's Copy • Pink - Office Copy

○ UTILITY CERTIFICATE REVIEW FEE
Acct # - 1100-341-30-210-003-0-000
Permit No:
TOTAL

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

○ ESCROW
Acct # - 1100-211-00-000-018-0-000
1/3 Paving
Septic Tank - 5000.00
Other
TOTAL 5,000.00

1058

CARDINAL ESTATES LTD
CARDINAL STARS
PO BOX 721052
MCALLEN, TX 78504

DATE 9/30/08

PAY TO THE ORDER OF County of Hidalgo $ 5,000.00

Five Thousand Dollars + 00/100 DOLLARS

TEXAS STATE BANK
A Bank for Texas.

FOR Cardinal Stars Escrow

⑆114909013⑆ 1058 ⑈5137172 3⑈

PLANNING DEPARTMENT
County Of Hidalgo

Raul E. Sesin, P.E.
Planning Administrator

Hidalgo County Health and Human Services Department
1304 S. 25th Ave. • Edinburg, Texas 78539
Tel: (956) 383-6221 • Fax: (956) 383-8864

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

Eduardo Olivarez
Chief Administrative Officer

December 8, 2008

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

RE: CARDINAL STARS

Dear Mr. Sesin:

According to our records the septic tank systems for **CARDINAL STARS** a **34** lot subdivision, located on **CESAR CHAVEZ AND BENITO RAMIREZ ROAD,** have been installed . They have been inspected and can be expected to function satisfactory.

Sincerely,

Maria S. Guzman,
Permit Clerk

Raul E. Sesin, P.E.
Planning Administrator

PLANNING DEPARTMENT

County Of Hidalgo

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

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

DATE: DECEMBER 10, 2008

RE: BERNY ESTATES PHASE I SUBDIVISION – PCT. 4

ON OCTOBER 14, 2003, THE COUNTY COMMISSIONERS COURT GRANTED FINAL APPROVAL WITH FINANCIAL GUARANTEE FOR THE ABOVE REFERENCED SUBDIVISION. A CASH DEPOSIT WAS USED TO SECURE THE FUNDS FOR THE INSTALLATION OF FIVE (5) SEPTIC TANK SYSTEMS.

THE DEVELOPER IS REQUESTING A REIMBURSEMENT IN THE AMOUNT OF $1,000.00 DOLLARS FROM THE CASH DEPOSIT. THIS REFLECTS THE INSTALLATION OF ONE (1) ADDITIONAL SEPTIC TANK SYSTEM. ATTACHED IS A LETTER FROM HIDALGO COUNTY HEALTH DEPARTMENT STATING THAT TWO SEPTIC TANKS HAVE BEEN INSTALLED, INSPECTED, AND CAN BE EXPECTED TO FUNCTION SATISFACTORILY.

STAFF HAS NO OBJECTION TO THE APPROVAL FOR REIMBURSEMENT OF THE CASH DEPOSIT IN THE AMOUNT OF $1,000.00 FOR THE AFOREMENTIONED IMPROVEMENTS.

CASH DEPOSIT

ORIGINAL AMOUNT	$ 5,000.00
1ST REIMBURSEMENT	$ 1,000.00
2ND REIMBURSEMENT	$ 1,000.00
BALANCE REMAINING	$ 3,000.00

Raul E. Sesin, P.E.
Planning Administrator

PLANNING DEPARTMENT

County Of Hidalgo

HIDALGO COUNTY PLANNING DEPARTMENT

Official Receipt for Fees

№ 055435

Dec. 21, 2004

RECEIVED OF: Helen B. Bentsen $ 5,000.00

Five thousand and 00/100 DOLLARS

SUBDIVISION: Berry Estates Unit 1 DEVELOPER

COST OF PAVING COST OF DRAINAGE PCT.

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

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

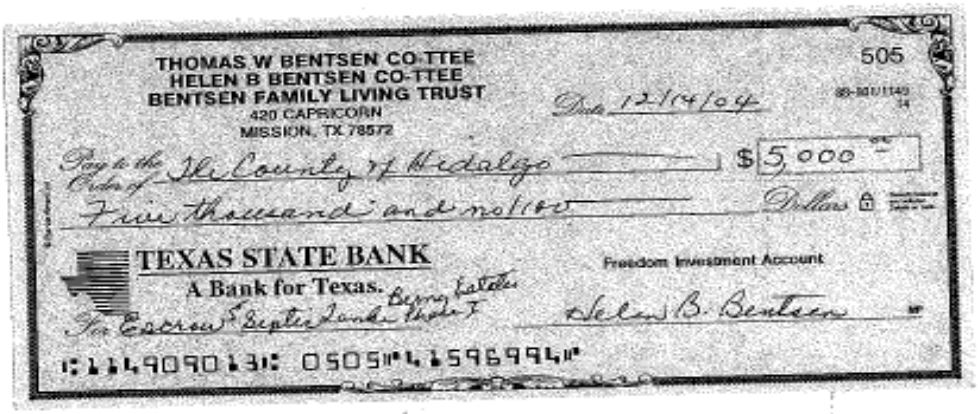
ESCROWS	
1/3 Paving	Acct#
Septic Tanks	01-1100-211-00-000-018-0-000
5 septics	5000.00
Other	
Total	5,000.00

M.O. ☐ ☐

CHECK ☒ 505 CASH ☐

PREPARED BY:

Auditor's Form – ECPD 0001: Rev. 6-04



PLANNING DEPARTMENT

County Of Hidalgo

Raul E. Sesin, P.E.
Planning Administrator

Hidalgo County Health and Human Services Department

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

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

Eduardo Olivarez
Chief Administrative Officer

December 10, 2008

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

RE: BERNY ESTATES PHASE 1

Dear Mr. Sesin:

According to our records (2) of the septic tank systems for **BERNY ESTATES PHASE 1** a five, lot subdivision, located on **TOWER AND CANTON ROAD**. They have been inspected and can be expected to function satisfactory.

Sincerely,

Chardo Ramos

Chardo Ramos,
Asst. Chief Inspector

mg

PLANNING DEPARTMENT

County Of Hidalgo

Raul E. Sesin, P.E.
Planning Administrator

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

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

DATE: DECEMBER 10, 2008

RE: HACIENDA DON DAMACIO SUBDIVISION – PCT. 1

ON SEPTEMBER 02, 2008, THE HIDALGO COUNTY COMMISSIONERS COURT GRANTED FINAL APPROVAL WITH A FINANCIAL GUARANTEE FOR THE ABOVE REFERENCED SUBDIVISION. A CASH DEPOSIT WAS USED TO SECURE THE FUNDS FOR THE INSTALLATION OF ONE (1) SEPTIC TANK SYSTEM.

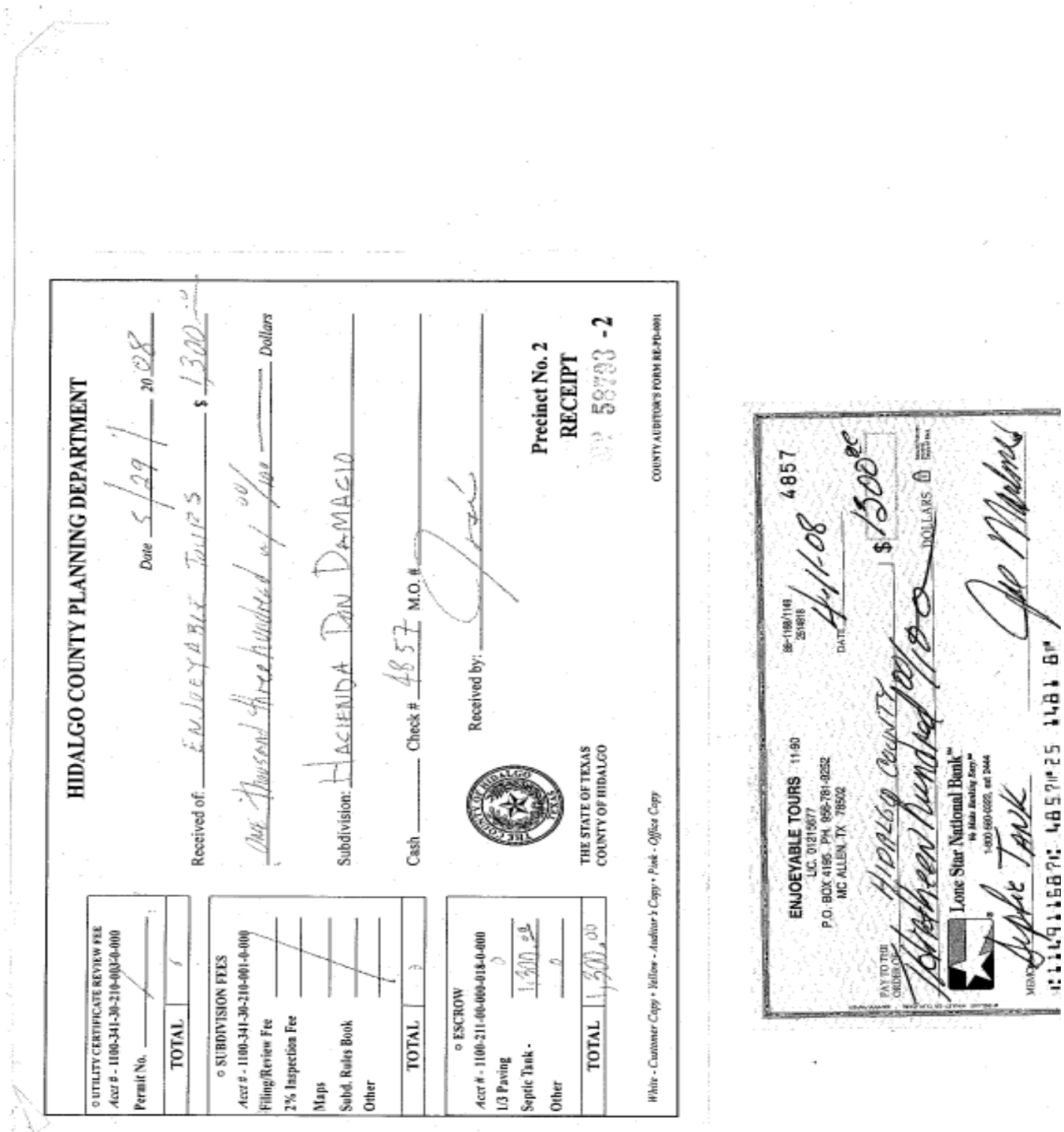
THE DEVELOPER HAS COMPLETED ALL OF THE REQUIREMENTS IN ACCORDANCE WITH THE MODEL SUBDIVISION RULES. THE PLANNING DEPARTMENT HAS RECEIVED A LETTER FROM THE HIDALGO COUNTY HEALTH DEPARTMENT STATING THAT ONE (1) SEPTIC TANK HAS BEEN INSTALLED, INSPECTED AND CAN BE EXPECTED TO FUNCTION SATISFACTORILY.

STAFF HAS NO OBJECTION TO THE APPROVAL FOR THE REIMBURSEMENT OF THE CASH DEPOSIT IN THE AMOUNT OF $1,300.00 FOR THE AFOREMENTIONED IMPROVEMENTS.

PLANNING DEPARTMENT

County Of Hidalgo

Raul E. Sesin, P.E.
Planning Administrator



HIDALGO COUNTY PLANNING DEPARTMENT

Date 5/29/ 20 08

Received of: Enjoyable Tours $ 1300.00

One thousand three hundred and no/100 Dollars

Subdivision: Hacienda Dan Damaelo

Cash _____ Check # 4857 M.O. # _____

Received by: _____

Precinct No. 2
RECEIPT
59783 - 2

THE STATE OF TEXAS
COUNTY OF HIDALGO

COUNTY AUDITOR'S FORM RE-PD-0001

White - Customer Copy • Yellow - Auditor's Copy • Pink - Office Copy

○ UTILITY CERTIFICATE REVIEW FEE Acct # - 1100-341-30-210-003-0-000	
Permit No. _____	
TOTAL	

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

○ ESCROW Acct # - 1100-211-00-000-018-0-000	
1/3 Paving	
Septic Tank -	1300.00
Other	
TOTAL	1300.00

ENJOYABLE TOURS 11-90
LIC. 01213677
P.O. BOX 4195 PH. 956-781-9252
MC ALLEN, TX 78502

88-1188/1149
2918918

4857

DATE 4/1/08

$ 1300.00

PAY TO THE ORDER OF Hidalgo County $

DOLLARS

Lone Star National Bank™
We Make Banking Easy℠
1-800-669-6669, ext 2444

MEMO Septic Tank

Joe Mathis

⑈011491168⑈ 485⑈25 4481 6⑈

1304 S. 25th St. ★ Edinburg, Texas 78539 ★ (956) 318-2840 ★ Fax. (956) 318-2844

PLANNING DEPARTMENT

County Of Hidalgo

Raul E. Sesin, P.E.
Planning Administrator

Hidalgo County Health and Human Services Department

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

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

Eduardo Olivarez
Chief Administrative Officer

December 10, 2008

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

RE: HACIENDA DON DAMACIO

Dear Mr. Sesin:

According to our records the septic tank systems for **HACIENDA DON DAMACIO** a one lot subdivision, located on **ELDORA AND ALAMO ROAD**. They have been inspected and can be expected to function satisfactory.

Sincerely,

Chardo Ramos

Chardo Ramos,
Asst. Chief Inspector

mg

AI-12707 **14.A.**

Amend 2009 BF Grant

CC REGULAR

Date:	12/16/2008
Submitted By:	Margarita Gonzalez, WIC
Submitted For:	Norma L. Longoria, WIC Director
Department:	WIC
Agenda Category:	WIC

Information

CAPTION

Approval of 2009 unappropriation of funds for WIC Breastfeeding Program (1292) in the amount of $1,210.00.

BACKGROUND

Adjust Breastfeeding Peer Counselor budget by $1,210.00 from object code #113 and object code 260 to reflect award amount of $390,000.00.

Account No. 8.1292.441.00.350.002.9

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 8.1292.441.00.350.002.9.

FUNDS AVAILABLE Y/N?: Yes **MATCHING FUNDS Y/N?:** No

BUDGETARY IMPACT:

No county match

Attachments

Link: Award letter

Link: Budget Amendment

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	12/09/2008 02:03 PM	APRV
2	Damaris San Miguel	Damaris San Miguel	12/10/2008 03:38 PM	APRV
3	Auditor's Office	Linda Fong	12/12/2008 10:05 AM	APRV
4	Purchasing Department	Marty Salazar	12/12/2008 12:38 PM	APRV

Form Started By: Margarita Gonzalez — Started On: 12/09/2008 12:24 PM

Final Approval Date: 12/12/2008

TEXAS DEPARTMENT OF STATE HEALTH SERVICES

P.O. Box 149347
Austin, Texas 78714-9347
1-888-963-7111
TTY: 1-800-735-2989
www.dshs.state.tx.us

DAVID L. LAKEY, M.D.
COMMISSIONER

December 2, 2008

Norma L. Longoria, WIC Director
LA#012, Hidalgo County Health Dept
WIC Administrative Office
3105 West University Drive
Edinburg, TX 78539

Dear Ms. Longoria:

Your request for *FY2009 Breastfeeding Peer Counselor Program Funding* has been approved. Peer counseling expenditures not to exceed **$390,000.00** from October 1, 2008 through September 30, 2009 may be billed in accordance with your *WIC Contract*. This total includes amounts authorized by our memo *#08-129, Continued Funding for Peer Counselor Programs into FY 2009* dated *September 12, 2008* that you have already billed on a separate *State of Texas Purchase Voucher (B-13)*.

This funding can be used for training and salaries of peer counselors who assist pregnant and breastfeeding WIC participants. It can also be used for communication equipment you may have requested on your *FY2008 Funding Request* and travel expenses peer counselors may incur in the course of performing their job duties or attending training and/or conferences. In order to allow the State Agency to track these expenditures, said costs must be billed on a separate *State of Texas Purchase Voucher, B-13* from your regular WIC requests.

Allocations were made based upon the following criteria: number of pregnant and breastfeeding women served, retaining counselors established with previous discretionary funding, prevalence of serving rural and remote locations, and breastfeeding rates.

Please note that only 50% of your peer counseling costs covered by any funding other than regular administrative dollars will be applied toward your nutrition education requirement in FY09, and none of your peer counseling costs covered by any funding other than regular administrative dollars will be applied toward your nutrition education requirement in FY10. Peer counselor costs paid for by your administrative grant (regular) WIC funding may be allocated toward your breastfeeding mandated expenditure or your nutrition education requirement.

If you have any questions regarding implementing, expanding or maintaining your Peer Counselor Program, please contact Jewell Stremler, Peer Counselor Coordinator, Nutrition Education/Clinic Services Unit, Nutrition Services Section, at (512) 341-4593 or Jewell.Stremler@dshs.state.tx.us. Questions concerning billing should be directed to Kim Relph, Team Lead for Contract Support, Contract Management Branch, at (512) 458-7111 extension 6443 or Kim.Relph@dshs.state.tx.us.

Sincerely,

for Mike Montgomery, Section Director
Nutrition Services Section

cc: Kim Relph

DATE: 12/10/2008

DEPARTMENT HEAD: Norma Longoria

DEPARTMENT NAME: WIC Breastfeeding Program

ACCOUNT NUMBER: 8-1292-441-00-350-002-9

SUBJECT: Budget Amendments

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE OBJECT NUMBER(S)		ACCOUNT (OBJECT) NAME	AMOUNT
8-1292-441-00-350-002-9	113	WIC B/F PRG - PERMANENT F/T EMPLOYEES	(1,000.00)
8-1292-441-00-350-002-9	260	WIC B/F PRG - WORKERS COMP	(210.00)
8-1292-331-10-350-002-9	000	WIC B/F PRG - REVENUES	(1,210.00)
TOTAL BUDGET INCREASE REQUEST			**$ (1,210.00)**

REASON:

ADJUSTMENT DONE TO REFLECT BUDGET AWARD AMOUNT OF $390,000.00

_____

DEPARTMENT HEAD SIGNATURE

_____ ____/____/____ _____

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

AI-12708 **15.A.**

ICE Overtime Agreement

CC REGULAR

Date:	12/16/2008
Submitted By:	Emilia Uriegas, SHERIFF DEPT.
Submitted For:	Anacleto Martinez
Department:	SHERIFF DEPT.
Agenda Category:	Sheriff's Office

Information

CAPTION

Approval of Budget Amendment of $15,000.00 for the overtime agreement with Immigration and Customs Enforcement.

BACKGROUND

The Memorandum of Understanding (MOU) between Immigration and Customs Enforcement and the Sheriff's Office for overtime agreement was approved by Commissioners' Court on 12/09/08.

Expenses relating to the benefits attributed to the overtime expense are not reimbursable. These are to be charged to the Sheriff's Office Budget. Fiscal Note regarding the fiscal impact of the benefits was included on the agenda item of 12/09/08 (Item No. 10.B).

Fiscal Impact

Attachments

Link: ice.mou.budget

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Anacleto Martinez	Anacleto Martinez	12/10/2008 08:47 AM	APRV
2	Budget & Management	Veronica Lopez	12/10/2008 08:55 AM	APRV
3	Rey Salazar	Rey Salazar	12/11/2008 02:54 PM	APRV
4	Auditor's Office	Linda Fong	12/12/2008 11:25 AM	APRV
5	Purchasing Department	Marty Salazar	12/12/2008 12:38 PM	APRV

Form Started By: Emilia Uriegas — Started On: 12/09/2008 12:42 PM

Final Approval Date: 12/12/2008

DATE: December 9, 2008

DEPARTMENT HEAD: Guadalupe "Lupe" Trevino

DEPARTMENT NAME: ICE-Overtime

ACCOUNT NUMBER: 8-1284-421-00-280-055-9-XXX

SUBJECT: **Budget Amendments (Increases) in Accordance with Local Governr 111, Subchapter C**

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Amendments (increases) to my budget in accordanc Government Code, Chapter 111, Subchapter C

INCREASE OBJECT NUMBER(S)	ACCOUNT OBJECT NAME
8-1284-421-00-280-055-9-131	Overtime

TOTAL APPROPRIATIONS

8-1284-331-10-280-055-9-000 **ICE-- Customs and Border Protection, Department of the Treasury**

TOTAL REVENUES

REASON: **To appropriate budget for the overtime agreement with Immigration and Enforcement (ICE) for joint operations expenses.**

Note: Expenses relating to the benefits attributed to the overtime expense charged to the Sheriff's Budget since the agreement does not allow the rein of benefits (Section V.4 of the agreement).

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT **ATTI**

nent Code, Chapter

ce with Local

AMOUNT
15,000.00
15,000.00
15,000.00
15,000.00

Customs

e are to be
mbursement

/ /
DATE

EST COUNTY CLERK

AI-12798 **15.B.**

Request for new position-Inmate Intervention Specialist

CC REGULAR

Date:	12/16/2008
Submitted By:	Rosie Cantu, BUDGET & MANAGEMENT
Submitted For:	Sheriff's Office-Jail Commissary
Department:	BUDGET & MANAGEMENT
Agenda Category:	Sheriff's Office

Information

CAPTION

Jail Commissary:
1. Approval to create one (1) new regular full-time Inmate Intervention Specialist position, slot no. 280-015-0012 budgeted at $42,550.00 per year.
2. Approval of revised salary schedule.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-2102-423-21-280-015-0-XXX

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

BUDGETARY IMPACT:

Available F/B amount as of 12/11/08: $29,508.42

Attachments

Link: Job Description

Link: PAR

Link: Fiscal Note

Link: Revised Salary Schedule

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Rosalinda Cantu (Originator)	Rosie Cantu	12/11/2008 04:05 PM	APRV
2	Budget & Management	Veronica Lopez	12/11/2008 04:30 PM	APRV
3	Rey Salazar	Rey Salazar	12/12/2008 09:53 AM	APRV
4	Dale Kennan	Dale Kennan	12/12/2008 10:03 AM	APRV
5	Auditor's Office	Linda Fong	12/12/2008 11:46 AM	APRV
6	Purchasing Department	Marty Salazar	12/12/2008 12:40 PM	APRV

Form Started By: Rosie Cantu Started On: 12/10/2008 04:51 PM

Final Approval Date: 12/12/2008

HIDALGO COUNTY
SHERIFF'S OFFICE

Job Title: Inmate Intervention Specialist	FLSA Status:	Non-Exempt
Department 280-015-0012	Civil Service Status:	Non-Exempt

SUMMARY

The Hidalgo County Sheriff's Inmate Intervention Specialist is responsible for planning, coordinating and overseeing the daily activities of programs and services for inmates housed in the Hidalgo County Adult Detention Center; oversee outsourced professional staff; recruiting, interviewing, selecting and monitoring volunteers; assisting with preparation of unit budget; preparing and submitting reports; and performing related duties as required.

ESSENTIAL DUTIES AND RESPONSIBILITIES

- Plans and coordinates the daily activates of inmate programs and services at the jail;
- Oversees, trains and evaluates Instructors;
- Recruits, interviews, selects volunteers to provide services to inmates and monitors the work activities preformed by volunteers assigned to the jail;
- Troubleshoots and resolves problems associated with inmate programs and services;
- Compiles work unit cost estimates to attain financial and material support form outside agencies for inmate programs and services;
- Issues supplies and ensures accountability of issued supplies;
- Maintains daily, weekly and monthly performance and inmate attendance records;
- Develops, implements and revises the curriculum of GED and continuing education classes;
- Prepares lesson plans;
- Plans and coordinates the daily activities of programs for inmates in the Jail;
- Coordinates with community agencies to provide educational classes, supplies and special activities to program participants;
- Establishes potential human services referral sources and program resources by networking with community organizations and other government agencies;
- Counsels program participants and provides referrals to human services agencies for assistance;
- Compiles and prepares annual statistical reports;
- Draft supporting policies, procedures and guidelines related to activities and programs implemented at the Jail;
- Obtain and provide resource information in health, social services, short-term individual counseling, community resource planning, crisis intervention, education and other referral resources for inmates;
- Conduct private interviews in evaluating inmates needs;

- Perform other related duties and assignments as needed;
- Adhere to all Hidalgo County Sheriff's Office policies;
- Coordinate and assist with Clergy and Religious activities;

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;

- Graduation from an accredited college or university with a Bachelor's degree.
- Excellent written and oral communication skills.
- Good communication and interpersonal skills.
- Ability to manage multiple projects.
- Bilingual is preferred.
- Willingness to travel and work evenings and weekends when needed.

EDUCATION and/or EXPERIENCE
- Graduation from an accredited college or university with a minimum of a Bachelor's degree.

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
- Good knowledge of basic adult education curriculum;
- Skills in administering inmate programs and services;
- Skills in understanding and applying jail standards;
- Ability to troubleshoot programmatic problems and correct deficiencies;
- Ability to establish and maintain effective working relationships with the public, co-workers, volunteers, inmates, inmate family members, County employees and officials;
- Knowledge of laws, departmental policies, rules, regulations, instructions and correctional literature regarding the custody of persons;
- Ability to understand and follow instructions;
- Ability to write clear and concise reports and to maintain complete records as required;
- Ability to solve basic mathematic problems involving addition, subtraction, multiplication and division;
- Ability to use decimals and percentages in solving such problems;
- Ability to speak and write in the English language;
- Ability to read and interpret documents such as safety rules handbooks, operating and safety instructions guidebooks and procedure manuals;
- Ability to write routine reports and correspondence;
- Ability to speak effectively before groups of employees, the general public and organizations;
- Ability to speak and write in Spanish preferred;

- Ability to solve practical problems and deal with a variety of concrete variables in situations where only limited standardization exists;
- Ability to interpret a variety of instructions furnished in written, oral diagram or schedule forms;
- Employee may be assigned other duties in addition to those listed; duties may change according to the changing needs of the HCSO;

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 stand, walk, talk and hear. 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 occasionally 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 encounters while performing the essential functions of this job.

The noise level in the work environment ranges from moderate to loud. It is dependant on the activities and demeanor of the inmates;

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

- sitting for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

- making sound decisions and using good judgment
- handling financial affairs effectively and honestly
- maintaining confidentiality
- demonstrating intellectual capabilities

Effectively handle a work environment and conditions which involve:

- working closely with others
- working in a multi-task environment

Maintain effective audio-visual discrimination and perception needed for:

- making observations
- reading and writing
- operating assigned equipment
- communicating with others

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: Sheriff's Office

DATE: 12/09/2008

CURRENT POSITION TITLE:

CURRENT SLOT. #: 280-015-0012

REQUESTED POSITION TITLE: Inmate Intervention Specialist
(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) $ *42,550.00 ~~42,549~~ (Proposed Budgeted Salary) $ *42,550.00 ~~42,549~~ (Net Change)

Position to be funded from one of the following:

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

☑ Other Position will be funded with Commissary Funds (Fund Balance)

POSITION Type:

Full Time Employee Object 113 ☑ Part Time Employee Object 114 ☐

Full Time Temporary Object 121 ☐ Part Time Temporary Object 122 ☐

Enter hourly rate for temp. positions

$ _____
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:		FLSA:	
Exempt	☐	Exempt	☐
Non-Exempt	☑	Non-Exempt	☑
N/A	☐		

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

The Sheriff is requesting to increase the number of Inmate Intervention Specialist by one. This will allow for a better ratio of Intervention Specialist and the inmate population they serve.

* Advised Zujey Gamino of change to Salary.

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

The Hidalgo County Sheriff's Inmate Intervention Specialist is responsible for planning, coordinating and overseeing the daily activities of programs and services for inmates housed in the Hidalgo County Adult Detention Center; oversee outsourced professional staff; recruiting, interviewing, selecting and and monitoring volunteers; assisting with preparation of unit budget; preparing and submitting reports; and performing related duties as required.

POSITION RECLASIFICATION: 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)

Jail Commissary Funds will be used to fund position.

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	12/09/2008 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	12/11/2008 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	12/11/2008 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

Hidalgo County Budget Office
FISCAL NOTE

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

To: Commissioner' Court
From: Valde Guerra, Budget Officer
CC Date: Tuesday, December 16, 2008

Agenda Item: 12798

Summary of request/proposal: THE SHERIFF'S OFFICE IS REQUESTING APPROVAL TO CREATE ONE (1) NEW REGULAR FULL-TIME INMATE INTERVENTION SPECIALIST POSITION, SLOT NO. 280-015-0012 BUDGETED AT $42,550.00 IN THE JAIL COMMISSARY DEPT. DATE OF SALARY PRORATION IS 12/16/08.

Fund	Position	Slot#	Obj	Current Budgeted Salary	Adjustment Requested	Total Salary Requested
2102	INMATE INTERVENT. SPEC.	0012	113	$0.00	$42,550.00	$42,550.00
						42,550.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
8-2102-423-21-280-015-0-	113	JAIL COMMISSARY-	PERM F/T EMPLOYEES	1,948.85
8-2102-423-21-280-015-0-	211	JAIL COMMISSARY-	HEALTH INSURANCE	190.72
8-2102-423-21-280-015-0-	212	JAIL COMMISSARY-	LIFE INSURANCE	1.51
8-2102-423-21-280-015-0-	220	JAIL COMMISSARY-	FICA	149.09
8-2102-423-21-280-015-0-	230	JAIL COMMISSARY-	RETIREMENT	171.11
8-2102-423-21-280-015-0-	250	JAIL COMMISSARY-	UNEMPLOYMENT COMP	9.74
8-2102-423-21-280-015-0-	260	JAIL COMMISSARY-	WORKER'S COMP	88.87
			2008 Budgetary Impact	2,559.89

2009 Budgetary Impact: 55,891.00

Possible Funding Sources: JAIL COMMISSARY FUND BALANCE

Budget Office Recommendation:

Hidalgo Co. Budget Office
2/3/2005

HIDALGO COUNTY
COMMISSIONER COURT
2008 SALARY SCHEDULE

2102-423-21-280-015-0
JAIL COMMISSARY

AI-12798

Slot #	Obj Code	POSITION TITLE	2007 BUDGETED SALARY	2008 ADJUSTED SALARY	2008 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2008 BUDGETED SALARY APPROVED	2008 ACTUAL SALARY	Other Allowances					2008 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	113	INMATE INTERVENTION SPECIALIST	$40,913.00	$0.00	$40,913.00	0.04	$1,637.00	$0.00	$42,550.00	$42,550.00	$0.00	$0.00	$0.00	$0.00	$0.00	$42,550.00
0002	113	INMATE INTERVENTION SPECIALIST	$40,913.00	$0.00	$40,913.00	0.04	$1,637.00	$0.00	$42,550.00	$42,550.00	$0.00	$0.00	$0.00	$0.00	$0.00	$42,550.00
0004	113	COMMISSARY CLERK	$22,411.00	$0.00	$22,411.00	0.04462	$1,000.00	$0.00	$23,411.00	$23,411.00	$360.00	$0.00	$0.00	$0.00	$0.00	$23,771.00
0005	113	COMMISSARY CLERK	$22,411.00	$0.00	$22,411.00	0.04462	$1,000.00	$0.00	$23,411.00	$23,411.00	$0.00	$0.00	$0.00	$0.00	$0.00	$23,411.00
0006	113	COMMISSARY CLERK	$22,411.00	$0.00	$22,411.00	0.04462	$1,000.00	$0.00	$23,411.00	$23,411.00	$0.00	$0.00	$0.00	$0.00	$0.00	$23,411.00
0007	113	COMMISSARY CLERK	$22,411.00	$0.00	$22,411.00	0.04462	$1,000.00	$0.00	$23,411.00	$23,411.00	$0.00	$0.00	$0.00	$0.00	$0.00	$23,411.00
0008	113	COMMISSARY CLERK	$22,411.00	$0.00	$22,411.00	0.04462	$1,000.00	$0.00	$23,411.00	$23,411.00	$0.00	$0.00	$0.00	$0.00	$0.00	$23,411.00
0009	113	COMMISSARY CLERK	$22,411.00	$0.00	$22,411.00	0.04462	$1,000.00	$0.00	$23,411.00	$22,474.56	$0.00	$0.00	$0.00	$0.00	$0.00	$22,475.00
0010	113	ACCOUNTANT III	$0.00	$43,284.00	$43,284.00	0	$0.00	$0.00	$43,284.00	$41,552.64	$0.00	$0.00	$0.00	$0.00	$0.00	$41,553.00
0011	113	COMMISSARY SUPERVISOR	$0.00	$27,300.00	$27,300.00	0	$0.00	$0.00	$27,300.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0012	**113**	**INMATE INTERVENTION SPECIALIST**	**$0.00**	**$42,550.00**	**$42,550.00**	**0**	**$0.00**	**$0.00**	**$42,550.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
		TOTAL	$216,292.00	$113,134.00	$329,426.00		$9,274.00	$0.00	$338,700.00	$266,182.20	$360.00	$0.00	$0.00	$0.00	$0.00	$266,543.00

NEW PROPOSED INMATE INTERVENTION SPECIALIST POSITION, SLOT NO. 280-015-0012 PENDING CC APPROVAL.

AI-12762 **15.C.**

Sheriff's Federal Sharing - U.S. Department of Justice

CC REGULAR

Date:	12/16/2008
Submitted By:	Rosie Hinojosa, SHERIFF DEPT.
Submitted For:	Rosie Hinojosa
Department:	SHERIFF DEPT.
Agenda Category:	Sheriff's Office

Information

CAPTION

Approval to appropriate monies received on (3) three seizure awards in the Sheriff's Federal Sharing - U.S. Department of Justice Fund 1229.

BACKGROUND

See attached Budget Amendment.

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1229-421-00-280-007-0

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

BUDGETARY IMPACT:

Attachments

Link: Amendment

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Anacleto Martinez	Anacleto Martinez	12/10/2008 04:03 PM	APRV
2	Budget & Management	Veronica Lopez	12/10/2008 04:12 PM	APRV
3	Rey Salazar	Rey Salazar	12/12/2008 11:44 AM	APRV
4	Auditor's Office	Linda Fong	12/12/2008 12:02 PM	APRV
5	Purchasing Department		12/12/2008 12:39 PM	NEW

Form Started By: Rosie Hinojosa Started On: 12/10/2008 03:09 PM

Final Approval Date: 12/12/2008

DATE: December 10, 2008
DEPARTMENT HEAD: Sheriff Guadalupe "Lupe" Trevino
DEPARTMENT NAME: Sheriff's Federal Sharing - U.S. Departmen
ACCOUNT NUMBER: 8-1229-421-00-280-007-0-XXX

SUBJECT: Budget Amendments (Increases) in Accord Code, Chapter 111, Subchapter C

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE OBJECT NUMBER(S)	ACCOUNT (OBJECT) NAME
8-1229-421-00-280-007-0-748	Other Equipment
8-1229-352-30-280-000-0-000	Court Ordered Confiscations

TOTAL BUDGET INCREASE REQUEST

REASON: To appropriate monies received on (3) three seizure awards. (Rec. Nos. 12

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

____/____/____
DATE

ıt of Justice

lance with Local Government

AMOUNT
2,965.58
2,965.58

$	2,965.58

:4436, 124556 & 124557

ATTEST COUNTY CLERK

AI-12746 **15.D.**

Sheriff's Operation Stonegarden Grant

CC REGULAR

Date:	12/16/2008
Submitted By:	Emilia Uriegas, SHERIFF DEPT.
Submitted For:	Anacleto Martinez
Department:	SHERIFF DEPT.
Agenda Category:	Sheriff's Office

Information

CAPTION

Approval to appropriate budget for the Sheriff's Operation Stonegarden Grant Award in the amount of $1,683,091.00.

BACKGROUND

On 12/09/08, Commissioners' Court approved the acceptance of the grant from the Office of the Governor, Division of Emergency Management (GDEM).

The grant award is for $2,480,000.00 of which $1,683,091.00 is for the Hidalgo County Sheriff's Office. The remaining balance of $796,909.00 is assigned to seven (7) city police departments within Hidalgo County.

The individual sub-recipient agreements between Hidalgo County and the cities and the respective assigned city budget appropriations will be submitted to Commissioners' Court at a later date.

Fiscal Impact

Attachments

Link: so.stonegarden.budget

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Anacleto Martinez	Anacleto Martinez	12/10/2008 04:07 PM	APRV
2	Budget & Management	Veronica Lopez	12/10/2008 04:12 PM	APRV
3	Rey Salazar	Rey Salazar	12/11/2008 05:04 PM	APRV
4	Auditor's Office	Linda Fong	12/12/2008 11:26 AM	APRV
5	Purchasing Department	Marty Salazar	12/12/2008 12:39 PM	APRV

Form Started By: Emilia Uriegas — Started On: 12/10/2008 12:23 PM

Final Approval Date: 12/12/2008

DATE: December 9, 2008

DEPARTMENT HEAD: Guadalupe "Lupe" Trevino

DEPARTMENT NAME: Sheriff's Operation Stonegarden

ACCOUNT NUMBER: 8-1284-421-00-280-047-1-XXX

SUBJECT: **Budget Amendments (Increases) in Accordance with Local Governr 111, Subchapter C**

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Amendments (increases) to my budget in accordanc Government Code, Chapter 111, Subchapter C

INCREASE OBJECT NUMBER(S)	ACCOUNT OBJECT NAME
8-1284-421-00-280-047-1-131	Overtime
8-1284-421-00-280-047-1-220	Fica
8-1284-421-00-280-047-1-230	Retirement
8-1284-421-00-280-047-1-250	Unemployment Compensation
8-1284-421-00-280-047-1-260	Workers' Compensation
8-1284-421-00-280-047-1-581	In-County Travel
8-1284-421-00-280-047-1-741	Vehicles

TOTAL APPROPRIATIONS

8-1284-331-10-280-047-1-000 **Office of the Governor--Division of Emergency Management**

TOTAL REVENUES

REASON: **To appropriate budget for the Operation Stonegarden grant award from t Governor, Division of Emergency Management.**

Federal Grant Award Number: 2008-SG-T8-0009; SAA Award Number: Grant Period is September 01, 2008 to May 01, 2011.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT **ATT**

nent Code, Chapter

ce with Local

AMOUNT
739,918.00
56,604.00
66,741.00
3,700.00
31,965.00
194,163.00
590,000.00
1,683,091.00
1,683,091.00
1,683,091.00

the Office of the

08-48215-01.

/ /

DATE

EST COUNTY CLERK

AI-12816 **16.A.**

Acceptance of Roadway

CC REGULAR

Date:	12/16/2008
Submitted By:	Sandra Garcia, RIGHT OF WAY DEPT.
Submitted For:	Joe Pena
Department:	RIGHT OF WAY DEPT.
Agenda Category:	Right of Way

Information

CAPTION

Authorization for consideration action and/or approval to accept the donation of Polk Avenue, as per affidavits executed by property owners, to be included in the County Wide Roadway System. (PCT 3)

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No budgetary impact; item is to accept donation only at this time. The department is currently working on getting the estimated value of donated roadway, and will be added when it becomes available

Attachments

Link: Polk Avenue

Link: Polk Avenue Preliminary Construction Cost Estimate

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	12/11/2008 11:28 AM	APRV
2	Dale Kennan	Dale Kennan	12/12/2008 11:04 AM	APRV
3	Auditor's Office	Linda Fong	12/12/2008 11:47 AM	APRV
4	Purchasing Department	Marty Salazar	12/12/2008 12:38 PM	APRV

Form Started By: Sandra Garcia Started On: 12/11/2008 10:04 AM

Final Approval Date: 12/12/2008

Affidavit
Polk Avenue

THE STATE OF TEXAS

COUNTY OF HIDALGO

BEFORE ME, the undersigned authority, on this day personally appeared **SAUL RAMIREZ,** who being before me here and now duly swears upon oath and says:

My name is **SAUL RAMIREZ** my address is P.O. Box 612 Penitas, Texas 78576. I have been employed by Hidalgo County Precinct No. 3 since 1994 to the present. I have known Polk Avenue to be open to the public and maintained by the County on and off and on an as needed basis by the Hidalgo County Pct. # 3 since 1994.

Saul Ramirez

SUBSCRIBED AND SWORN TO BEFORE ME, by the said Saul Ramirez This 1st day of December, 2008

JAIME SALINAS
Notary Public, State of Texas
My Commission Expires
09-06-2009

Notary Public, State of Texas

AFFIDAVIT
Polk Avenue

THE STATE OF TEXAS

COUNTY OF HIDALGO

BEFORE ME, the undersigned authority, on this day personally appeared **PAULA VASQUEZ** who being before me here and now duly swears upon oath and says:

I **PAULA VASQUEZ** DATE OF BIRTH 6-2-52
RESIDING AT 2400 E. Polk Avenue

I, being the property owner of ½ of Lot # 1 out of Val Verde North Subdivision in Alton Texas, further certify that I have resided at this location for the last 12 years.

I, certify that Polk Avenue has been maintained on and off on an as needed basis by the Hidalgo County Pct. # 3 since 12.

Furthermore, I am in agreement in dedication of the existing road to the County of Hidalgo.

Paula Vasquez
~~Property~~ Owner

Property Owner

SUBSCRIBED AND SWORN TO BEFORE ME, by the said Paula Vasquez
this 27th day of November 2008.

JAIME SALINAS
Notary Public, State of Texas
My Commission Expires
09-06-2009

Notary Public, State of Texas

LAND SURVEYORS

LLC

Revised: December 18, 2007

METES AND BOUNDS DESCRIPTION
0.06 ACRE OF LAND
WEST ADDITION TO
SHARYLAND SUBDIVISION
HIDALGO COUNTY, TEXAS

Parcel 14: Paula Vasquez

A tract of land containing 0.06 of one acre situated in Hidalgo County, Texas and also being a part or portion of **LOT 44-12, WEST ADDITION TO SHARYLAND SUBDIVISION** map reference Volume 1, Pages 56, H.C.M.R., and said 0.06 of one acre of land also being a part or portion of land deeded to Paula Vasquez, recorded in Document No. 1401581, H.C.D.R., also known as West 1/2, Lot 1, Val Verde Acres North Subdivision (not recorded), and said 0.06 of one acre being more particularly described as follows;

COMMENCING on the southeast corner of said Lot 44-12, THENCE N 08° 33' 06" E, along the East line of said Lot 44-12, a distance of 349.00 feet, THENCE N 81° 26' 54' W, a distance of 176.10 feet to a nail set, for the northeast corner of this tract and the **POINT OF BEGINNING**;

THENCE S 08° 33' 06" W, at a distance of 10.00 feet pass the South line of an existing 20.00 foot road easement, continuing a total distance of 15.00 feet to a 1/2" iron rod with a plastic cap stamped "CVQ LS" set, for the southeast corner of this tract;

THENCE N 81° 26' 54" W, a distance of 165.00 feet to a 1/2" iron rod with a plastic cap stamped "CVQ LS" set on the East line of a tract deeded to Felix Lopez and wife Cynthia Lopez, recorded in Document No. 445704, H.C.D.R., for the southwest corner of this tract;

THENCE N 08° 33' 06" E, along the East line of said Lopez tract, at a distance of 5.00 feet pass the South line of said existing road easement, continuing a total distance of 15.00 feet to a nail set, for the northwest corner of this tract;

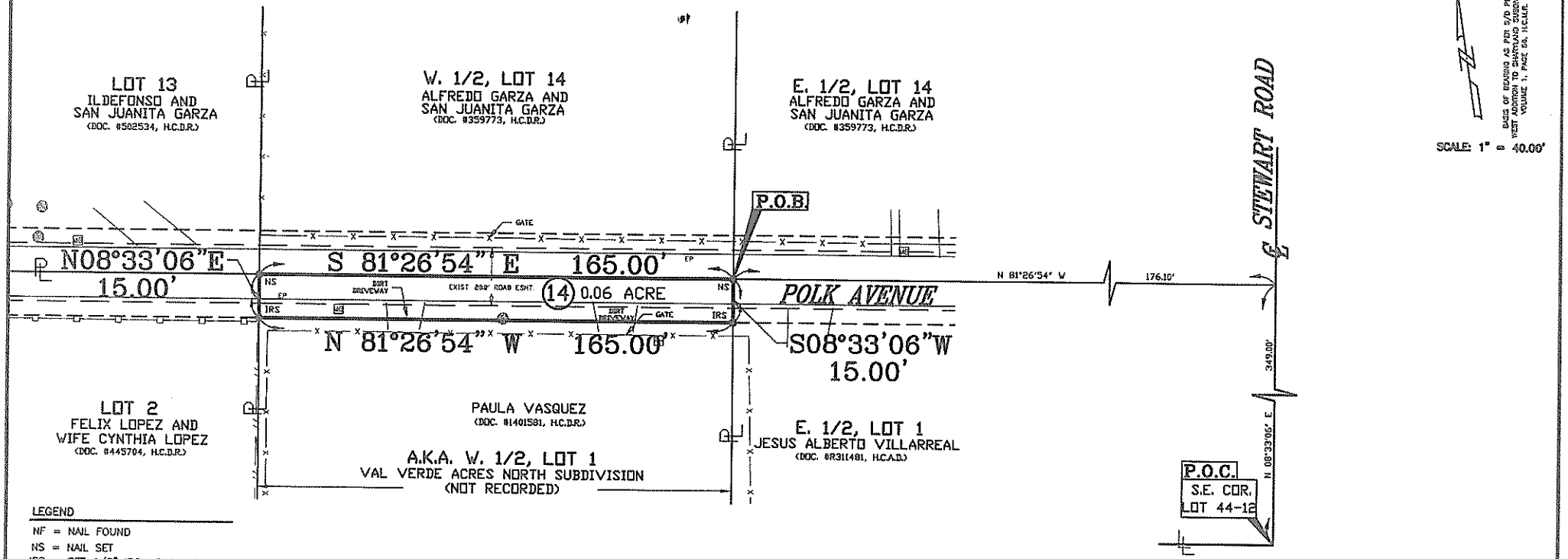
THENCE S 81° 26' 54" E, a distance of 165.00 feet to the **POINT OF BEGINNING,** containing 0.06 of one acre of land, more or less.

Bearing basis as per **WEST ADDITION TO SHARYLAND SUBDIVISION,** recorded in Volume 1, Pages 56, H.C.M.R.

THE ABOVE DESCRIPTION WAS SURVEYED ON THE GROUND UNDER MY DIRECTION ON SEPTEMBER 23, 2007.

Carlos Vásquez, R.P.L.S. No. 4608
CVQ Land Surveyors, LLC

P.O. Box 5066 • McALLEN, TEXAS 78502 • PHONE (956) 618-1551 • FAX (956) 618-1547



LEGEND

- NF = NAIL FOUND
- NS = NAIL SET
- IRS = SET 1/2" IRON ROD WITH A PLASTIC CAP STAMPED "CVQ LS"
- ℄ = PROPERTY LINE
- ℄ = LOT LINE
- ⊗ = WATER VALVE
- ⊙ = POWER POLE
- ▣ = WATER METER
- ⊥ = SIGN
- ▣ = MAIL BOX
- // = CEDAR FENCE
- -x- = CHAIN LINK FENCE
- □ = BLOCK FENCE
- ⊛ = TREE
- ✳ = PALM JREE
- ◯ = PINE TREE
- = HOG WIRE FENCE
- EP = EDGE OF PAVEMENT
- A.K.A. = ALSO KNOWN AS
- P.O.B. = POINT OF BEGINNING
- P.O.C. = POINT OF COMMENCING
- R.O.W. = RIGHT OF WAY
- H.C.D.R. = HIDALGO COUNTY DEED RECORDS
- H.C.M.R. = HIDALGO COUNTY MAP RECORDS

PARCEL No. 14
PLAT SHOWING 0.06 ACRE OF LAND FROM PAULA VASQUEZ TRACT (DOC. No. 1401581, H.C.D.R.) OUT OF LOT 44-12, WEST ADDITION TO SHARYLAND SUBDIVISION (VOL. 1, PG. 56, H.C.M.R.) ALSO KNOWN AS W. 1/2, LOT 1, VAL VERDE ACRES NORTH SUBDIVISION (NOT RECORDED)

SURVEYED DATE: 09/23/07
REVISIONS: 12/18/07 BOUNDARY

CVQ LAND SURVEYORS LLC
517 BEAUMONT AVE.
McALLEN, TEXAS 78501
Ph. (956) 618-1551
FAX (956) 618-1547
www.cvqls.com

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JAVIER HINOJOSA ENGINEERING
CONSULTING ENGINEERS
416 E. DOVE AVENUE McALLEN, TEXAS 78504
PHONE (956) 668-1508

SURVEYOR'S CERTIFICATION

I, Carlos Vasquez, Registered Professional Land Surveyor, do hereby certify the above foregoing plat to be a true and correct representation of the land as surveyed on September 23, 2007, on the ground under my direction.

Carlos Vasquez
R.P.L.S. No. 4608
STATE OF TEXAS

JOB No.: 070828

AFFIDAVIT
Polk Avenue

THE STATE OF TEXAS

COUNTY OF HIDALGO

BEFORE ME, the undersigned authority, on this day personally appeared **JESUS ALBERTO VILLARREAL** who being before me here and now duly swears upon oath and says:

I **JESUS ALBERTO VILLARREAL** DATE OF BIRTH 8/7/65.
RESIDING AT RR 1 Box 2175 Mission, Texas

I, being the property owner of ½ of Lot # 1 out of Val Verde North Subdivision in Alton Texas, further certify that I have resided at this location for the last 25 years.

I, certify that Polk Avenue has been maintained on and off on an as needed basis by the Hidalgo County Pct. # 3 since 14 yrs

Furthermore, I am in agreement in dedication of the existing road to the County of Hidalgo.

Property Owner

Property Owner

SUBSCRIBED AND SWORN TO BEFORE ME, by the said Jesus Alberto Villarreal this 1st day of December 2008

Notary Public, State of Texas

LAND SURVEYORS

LLC

Revised: December 18, 2007

METES AND BOUNDS DESCRIPTION
0.05 ACRE OF LAND
WEST ADDITION TO
SHARYLAND SUBDIVISION
HIDALGO COUNTY, TEXAS

Parcel 16: Jesus Alberto Villarreal

A tract of land containing 0.05 of one acre situated in Hidalgo County, Texas and also being a part or portion of **LOT 44-12, WEST ADDITION TO SHARYLAND SUBDIVISION** map reference Volume 1, Pages 56, H.C.M.R., and said 0.05 of one acre of land also being a part or portion of land deeded to Jesus Alberto Villarreal, as per R311481, H.C.A.R., also known as East 1/2, Lot 1, Val Verde Acres North Subdivision (not recorded), and said 0.05 of one acre being more particularly described as follows;

COMMENCING on the southeast corner of said Lot 44-12, THENCE N 08° 33' 06" E, along the East line of said Lot 44-12, a distance of 349.00 feet, THENCE N 81° 26' 54' W, a distance of 20.00 feet to a nail set, for the northeast corner of this tract and the **POINT OF BEGINNING**;

THENCE S 08° 33' 06" W, at a distance of 10.00 feet pass the South line of an existing 20.00 foot road easement, continuing a total distance of 15.00 feet to a 1/2" iron rod with a plastic cap stamped "CVQ LS" set for the southeast corner of this tract;

THENCE N 81° 26' 54" W, a distance of 156.10 feet to a 1/2" iron rod with a plastic cap stamped "CVQ LS" set, for the southwest corner of this tract;

THENCE N 08° 33' 06" E, at a distance of 5.00 feet pass the South line of said existing road easement, continuing a total distance of 15.00 feet to a nail set, for the northwest corner of this tract;

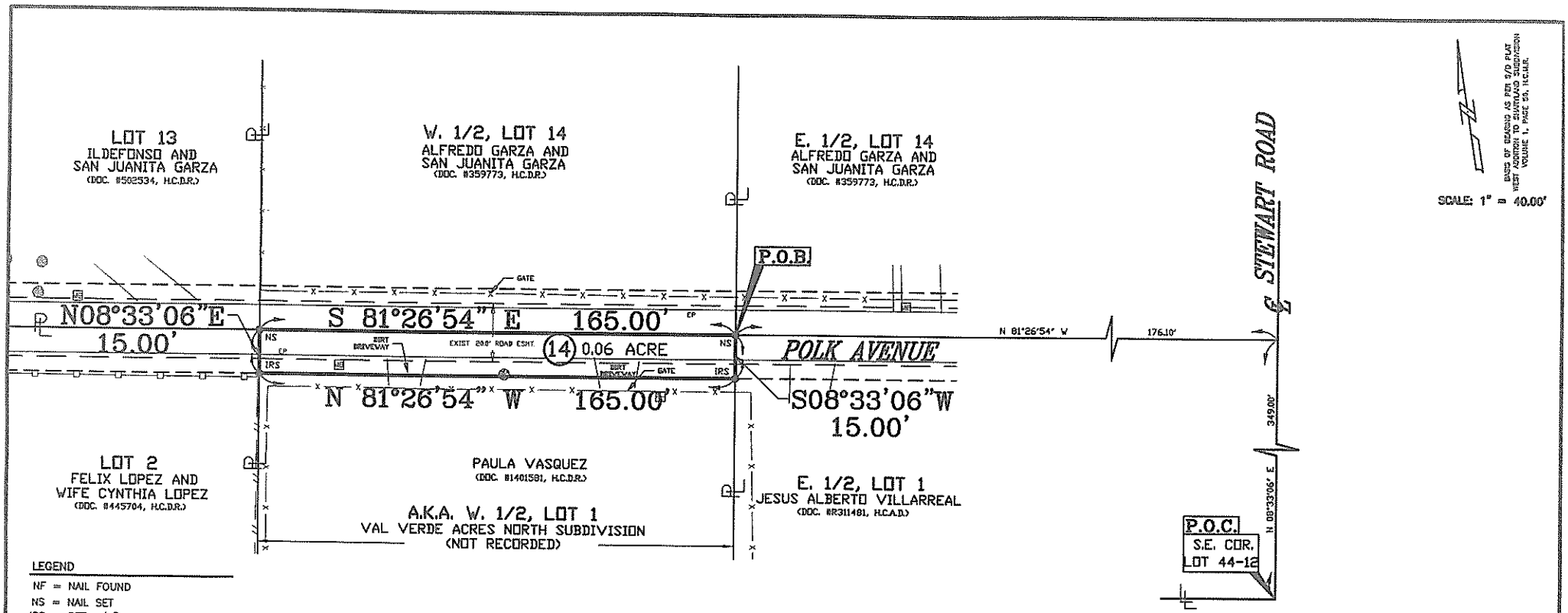
THENCE S 81° 26' 54" E, a distance of 156.10 feet to the **POINT OF BEGINNING**, containing 0.05 of one acre of land, more or less.

Bearing basis as per **WEST ADDITION TO SHARYLAND SUBDIVISION,** recorded in Volume 1, Pages 56, H.C.M.R.

THE ABOVE DESCRIPTION WAS SURVEYED ON THE GROUND UNDER MY DIRECTION ON SEPTEMBER 23, 2007.

Carlos Vásquez, R.P.L.S. No. 4608
CVQ Land Surveyors, LLC

P.O. Box 5066 • McAllen, Texas 78502 • Phone (956) 618-1551 • Fax (956) 618-1547



LEGEND

- NF = NAIL FOUND
- NS = NAIL SET
- IRS = SET 1/2" IRON ROD WITH A PLASTIC CAP STAMPED "CVQ LS"
- ℄ = PROPERTY LINE
- = LOT LINE
- = WATER VALVE
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- = WATER METER
- = SIGN
- MB = MAIL BOX
- -//- = CEDAR FENCE
- —X— = CHAIN LINK FENCE
- -□- = BLOCK FENCE
- = TREE
- = PALM TREE
- = PINE TREE
- -o- = HOG WIRE FENCE
- EP. = EDGE OF PAVEMENT
- A.K.A. = ALSO KNOWN AS
- P.O.B. = POINT OF BEGINNING
- P.O.C. = POINT OF COMMENCING
- R.O.W. = RIGHT OF WAY
- H.C.D.R. = HIDALGO COUNTY DEED RECORDS
- H.C.M.R. = HIDALGO COUNTY MAP RECORDS

PARCEL No. 14

PLAT SHOWING 0.06 ACRE OF LAND FROM PAULA VASQUEZ TRACT (DOC. No. 1401581, H.C.D.R.) OUT OF LOT 44-12, WEST ADDITION TO SHARYLAND SUBDIVISION (VOL. 1, PG. 56, H.C.M.R.) ALSO KNOWN AS W. 1/2, LOT 1, VAL VERDE ACRES NORTH SUBDIVISION (NOT RECORDED)

SURVEYED DATE: 09/23/07
REVISIONS: 12/18/07 BOUNDARY

CVQ LAND SURVEYORS LLC
517 BEAUMONT AVE.
McALLEN, TEXAS 78501
Ph. (956) 618-1551
FAX (956) 618-1547
www.cvqls.com

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JAVIER HINOJOSA ENGINEERING
CONSULTING ENGINEERS
416 E. DOVE AVENUE McALLEN, TEXAS 78504
PHONE (956) 668-1088

SURVEYOR'S CERTIFICATION

I, Carlos Vasquez, Registered Professional Land Surveyor, do hereby certify the above forgoing plat to be a true and correct representation of the land as surveyed on September 23, 2007, on the ground under my direction.

Carlos Vasquez
R.P.L.S. No. 4608
STATE OF TEXAS

JOB No. 070828

AFFIDAVIT
Polk Avenue

THE STATE OF TEXAS

COUNTY OF HIDALGO

BEFORE ME, the undersigned authority, on this day personally appeared **DENNY LEWIS** who being before me here and now duly swears upon oath and says:

I **DENNY LEWIS** DATE OF BIRTH 1-2-49.
RESIDING AT 2204 E. Polk Avenue

I, being the property owner of Lot # 5 out of Val Verde North Subdivision in Alton Texas, further certify that I have resided at this location for the last 20 years.

I, certify that Polk Avenue has been maintained on and off on an as needed basis by the Hidalgo County Pct. # 3 since _____.

Furthermore, I am in agreement in dedication of the existing road to the County of Hidalgo.

Denny A. Lewis
Property Owner

_____
Property Owner

SUBSCRIBED AND SWORN TO BEFORE ME, by the said Denny A. Lewis this 1st day of December 2008.

Notary Public, State of Texas

Revised: December 18, 2007

METES AND BOUNDS DESCRIPTION
0.06 ACRE OF LAND
WEST ADDITION TO
SHARYLAND SUBDIVISION
HIDALGO COUNTY, TEXAS

LAND SURVEYORS

LLC

Parcel 6: Denny A. and Josie Lewis

A tract of land containing 0.06 of one acre situated in Hidalgo County, Texas and also being a part or portion of **LOT 44-12, WEST ADDITION TO SHARYLAND SUBDIVISION** map reference Volume 1, Pages 56, H.C.M.R., and said 0.06 of one acre of land also being a part or portion of land deeded to Denny A. and Josie Lewis, as per R311485, H.C.A.R., also known as Lot 5, Val Verde Acres North Subdivision (not recorded), and said 0.06 of one acre being more particularly described as follows;

COMMENCING on the Southwest corner of said Lot 44-12, THENCE N 08° 33' 06" E, along the West line of said Lot 44-12, a distance of 349.00 feet, THENCE S 81° 26' 54' E, a distance of 330.00 feet to a nail set, for the northwest corner of this tract and the **POINT OF BEGINNING;**

THENCE S 81° 26' 54" E, a distance of 165.00 feet to a nail set on the Northwest corner of a tract deeded to Raul Perez and wife Irma Perez, recorded in Volume 2678, Page 795, H.C.D.R., for the northeast corner of this tract;

THENCE S 08° 33' 06" W, along the West line of said Perez tract, at a distance of 10.00 feet pass the South line of an existing 20.00 foot road easement, and continuing a total distance of 15.00 feet to a 1/2" iron rod with a plastic cap stamped "CVQ LS" set, for the southeast corner of this tract;

THENCE N 81° 26' 54" W, a distance of 165.00 feet to a 1/2" iron rod with a plastic cap stamped "CVQ LS" set on the West line of a tract deeded to Venustriano Lomas, recorded in Document No. 398173, H.C.D.R., for the southwest corner of this tract:

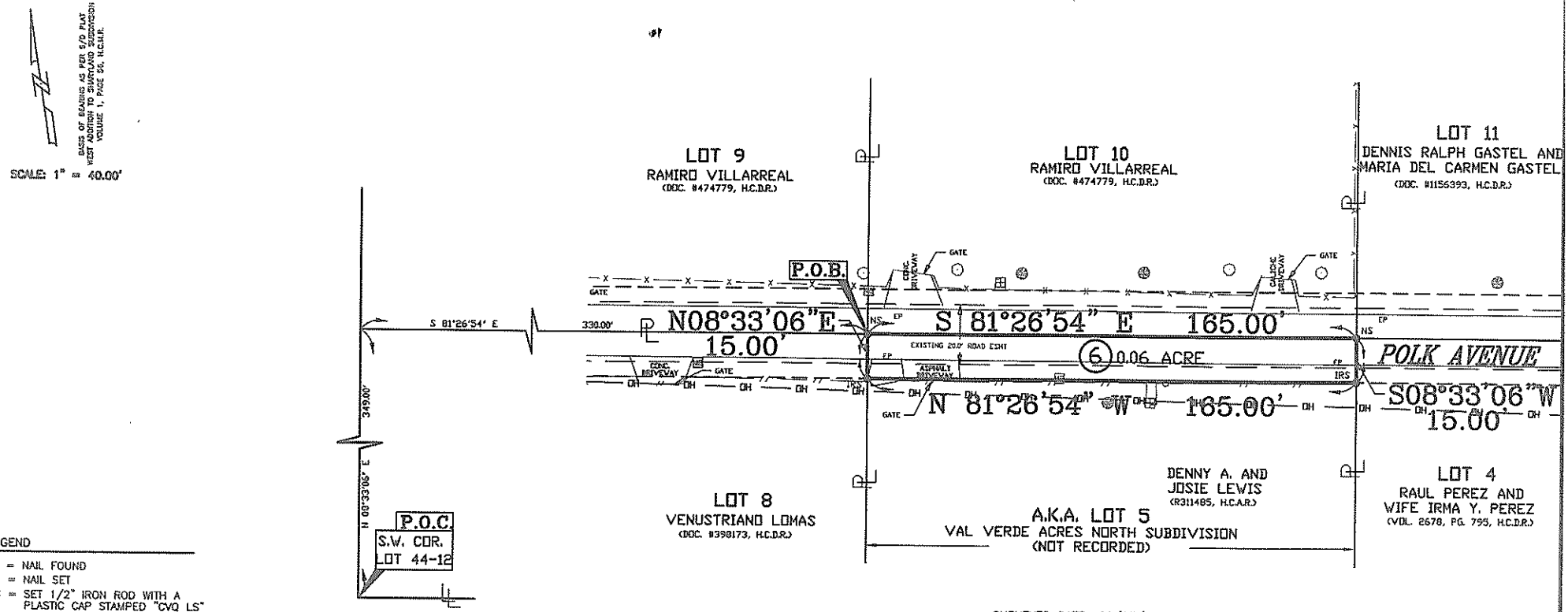
THENCE N 08° 33' 06" E, at a distance of 5.00 feet pass the South line of said existing road easement, and continuing a total distance of 15.00 feet to the **POINT OF BEGINNING,** containing 0.06 of one acre of land, more or less.

Bearing basis as per **WEST ADDITION TO SHARYLAND SUBDIVISION,** recorded in Volume 1, Pages 56, H.C.M.R.

THE ABOVE DESCRIPTION WAS SURVEYED ON THE GROUND UNDER MY DIRECTION ON SEPTEMBER 23, 2007.

Carlos Vasquez, R.P.L.S. No. 4608
CVQ Land Surveyors, LLC

P.O. Box 5066 • McAllen, Texas 78502 • Phone (956) 618-1551 • Fax (956) 618-1547



LEGEND

NF = NAIL FOUND
NS = NAIL SET
IRS = SET 1/2" IRON ROD WITH A PLASTIC CAP STAMPED "CVQ LS"
℄ = PROPERTY LINE
℄ = LOT LINE
= WATER VALVE
= POWER POLE
= WATER METER
= SIGN
= MAIL BOX
// = CEDAR FENCE
= CHAIN LINK FENCE
= BLOCK FENCE
= TREE
= PALM TREE
= PINE TREE
= HOG WIRE FENCE
EP. = EDGE OF PAVEMENT
A.K.A. = ALSO KNOWN AS
P.O.B = POINT OF BEGINNING
P.O.C. = POINT OF COMMENCING
R.O.W. = RIGHT OF WAY
H.C.D.R = HIDALGO COUNTY DEED RECORDS
H.C.M.R. = HIDALGO COUNTY MAP RECORDS

PARCEL No. 6

PLAT SHOWING 0.06 ACRE OF LAND FROM DENNY A. AND JOSIE LEWIS TRACT (R311485, H.C.A.R.) OUT OF LOT 44-12, WEST ADDITION TO SHARYLAND SUBDIVISION (VOL. 1, PG. 56, H.C.M.R.) ALSO KNOWN AS LOT 5, VAL VERDE ACRES NORTH SUBDIVISION (NOT RECORDED)

SURVEYED DATE: 09/23/07
REVISIONS: 12/18/07 BOUNDARY

LAND SURVEYORS
LLC
517 BEAUMONT AVE.
McALLEN, TEXAS 78501
Ph. (956) 618-1551
FAX (956) 618-1547
www.cvqls.com

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JAVIER HINOJOSA ENGINEERING
CONSULTING ENGINEERS
416 E. DOVE AVENUE McALLEN, TEXAS 78504
PHONE (956) 668-1555

SURVEYOR'S CERTIFICATION

I, Carlos Vasquez, Registered Professional Land Surveyor, do hereby certify the above forgoing plat to be a true and correct representation of the land as surveyed on September 23, 2007, on the ground under my direction.

Carlos Vasquez
R.P.L.S. No. 4608
STATE OF TEXAS

JOB No. 070828

AFFIDAVIT
Polk Avenue

THE STATE OF TEXAS

COUNTY OF HIDALGO

BEFORE ME, the undersigned authority, on this day personally appeared **Venustriano Lomas** who being before me here and now duly swears upon oath and says:

I Venustriano Lomas DATE OF BIRTH 3-20-42
RESIDING AT 2114 E. Polk Ave

I, being the property owner of Lot # 6 out of Val Verde North Subdivision in Alton Texas, further certify that I have resided at this location for the last 14 years.

I, certify that Polk Avenue has been maintained on and off on an as needed basis by the Hidalgo County Pct. # 3 since 14 yrs.

Furthermore, I am in agreement in dedication of the existing road to the County of Hidalgo.

V Venustriano Lomas _____
Property Owner Property Owner

SUBSCRIBED AND SWORN TO BEFORE ME, by the said Venustriano Lomas this 27th day of November 2008.

Jaime Salinas
Notary Public, State of Texas

JAIME SALINAS
Notary Public, State of Texas
My Commission Expires
09-06-2009

Revised: December 18, 2007

METES AND BOUNDS DESCRIPTION
0.07 ACRE OF LAND
WEST ADDITION TO
SHARYLAND SUBDIVISION
HIDALGO COUNTY, TEXAS

LAND SURVEYORS LLC

Parcel 4: Venustriano Lomas

A tract of land containing 0.07 of one acre situated in Hidalgo County, Texas and also being a part or portion of **LOT 44-12, WEST ADDITION TO SHARYLAND SUBDIVISION** map reference Volume 1, Pages 56, H.C.M.R., and said 0.07 of one acre of land also being a part or portion of land deeded to Venustriano Lomas, recorded in Document No. 398173, H.C.D.R., also known as Lot 6, Val Verde Acres North Subdivision (not recorded), and said 0.07 of one acre being more particularly described as follows;

COMMENCING on the Southwest corner of said Lot 44-12, THENCE N 08° 33' 06" E, along the West line of said Lot 44-12, a distance of 349.00 feet, THENCE S 81° 26' 54' E, a distance of 165.00 feet to a nail set, for the northwest corner of this tract and the **POINT OF BEGINNING**;

THENCE S 81° 26' 54" E, a distance of 165.00 feet to a nail set on the Northwest corner of a tract deeded to Denny A. and Josie Lewis, as per R311485, H.C.A.R., for the northeast corner of this tract;

THENCE N 08° 33' 06" E, along the West line of said Lewis tract, at a distance of 10.00 feet pass the South line of an existing 20.00 foot road easement, and continuing a total distance of 15.00 feet to a 1/2" iron rod with a plastic cap stamped "CVQ LS" set, for the southeast corner of this tract;

THENCE N 81° 26' 54" W, a distance of 127.92 feet to a 1/2" iron rod with a plastic cap stamped "CVQ LS" set for a point of curvature and an inside corner of this tract;

THENCE along said curve to the right, with a radius of 40.00 feet, an interior angle of 67° 58' 32", an arc length of 47.46 feet, a tangent of 26.97 feet and a chord that bears S 64° 33' 50" W, a distance of 44.72 feet to a 1/2" iron rod with a plastic cap stamped "CVQ LS" set, for a point of tangency and the southwest corner of this tract;

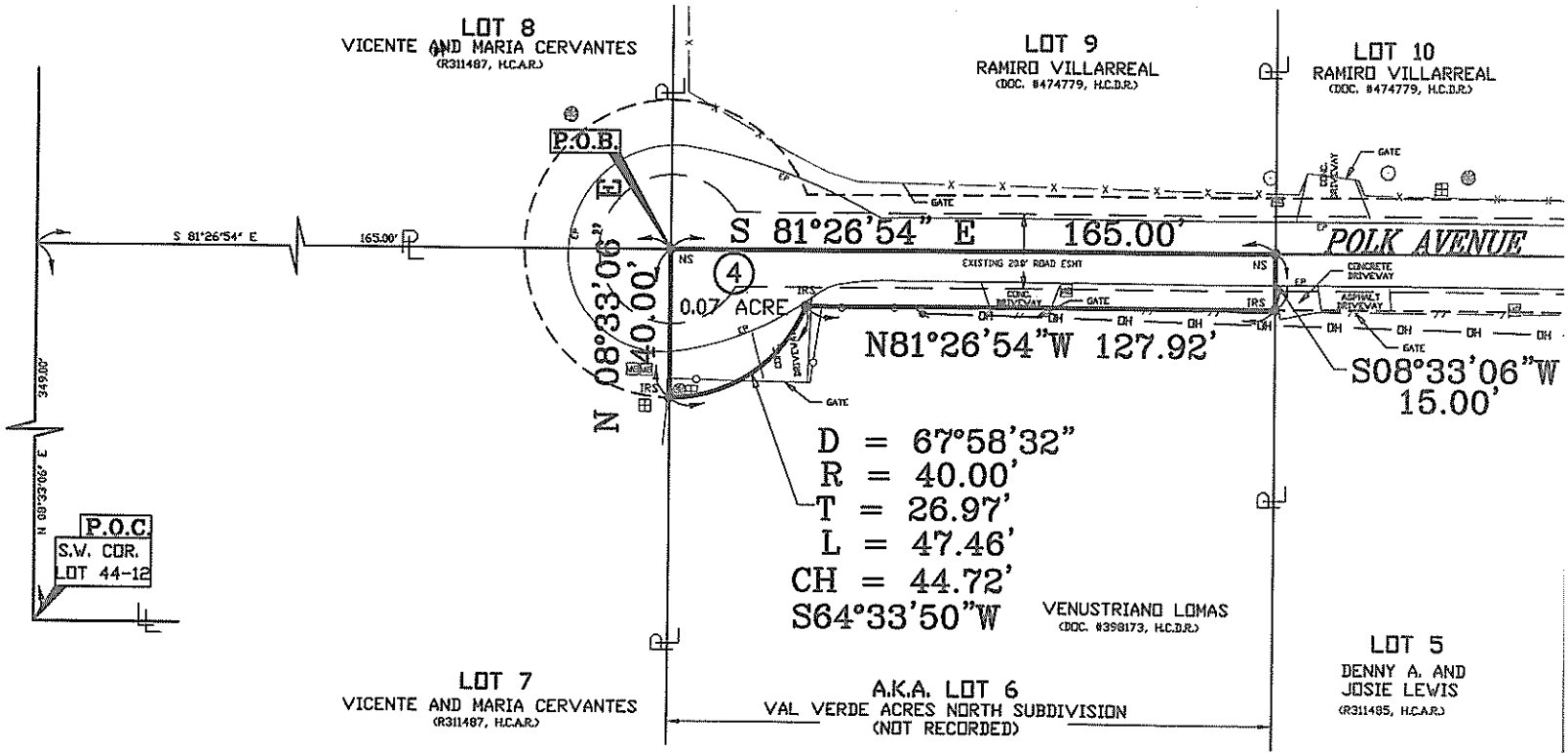
THENCE N 08° 33' 06" E, a distance of 40.00 feet to the **POINT OF BEGINNING**, containing 0.07 of one acre of land, more or less.

Bearing basis as per **WEST ADDITION TO SHARYLAND SUBDIVISION,** recorded in Volume 1, Pages 56, H.C.M.R.

THE ABOVE DESCRIPTION WAS SURVEYED ON THE GROUND UNDER MY DIRECTION ON SEPTEMBER 23, 2007.

Carlos Vásquez, R.P.L.S. No. 4608
CVQ Land Surveyors, LLC

P.O. Box 5066 • McAllen, Texas 78502 • Phone (956) 618-1551 • Fax (956) 618-1547



LEGEND

- NF = NAIL FOUND
- NS = NAIL SET
- IRS = SET 1/2" IRON ROD WITH A PLASTIC CAP STAMPED "CVQ LS"
- ℄ = PROPERTY LINE
- ℄ = LOT LINE
- ⊗ = WATER VALVE
- ⊘ = POWER POLE
- WM = WATER METER
- ⊥ = SIGN
- MB = MAIL BOX
- // = CEDAR FENCE
- -x- = CHAIN LINK FENCE
- -□- = BLOCK FENCE
- ⊛ = TREE
- ✳ = PALM TREE
- ◌ = PINE TREE
- -o- = HOG WIRE FENCE
- EP. = EDGE OF PAVEMENT
- A.K.A. = ALSO KNOWN AS
- P.O.B. = POINT OF BEGINNING
- P.O.C. = POINT OF COMMENCING
- R.O.W. = RIGHT OF WAY
- H.C.D.R. = HIDALGO COUNTY DEED RECORDS
- H.C.M.R. = HIDALGO COUNTY MAP RECORDS

PARCEL No. 4

PLAT SHOWING 0.07 ACRE OF LAND FROM VENUSTRIANO LOMAS TRACT (DOC. No. 398173, H.C.D.R.) OUT OF LOT 44-12, WEST ADDITION TO SHARYLAND SUBDIVISION (VOL. 1, PG. 56, H.C.M.R.) ALSO KNOWN AS LOT 6, VAL VERDE ACRES NORTH SUBDIVISION (NOT RECORDED)

SURVEYED DATE: 09/23/07
REVISIONS: 12/18/07 BOUNDARY

CVQ LAND SURVEYORS
LLC
517 BEAUMONT AVE.
McALLEN, TEXAS 78501
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JEH JAVIER HINOJOSA ENGINEERING
CONSULTING ENGINEERS
419 E. DOVE AVENUE McALLEN, TEXAS 78504
PHONE (956) 682-1533

SURVEYOR'S CERTIFICATION

I, Carlos Vasquez, Registered Professional Land Surveyor, do hereby certify the above forgoing plat to be a true and correct representation of the land as surveyed on September 23, 2007, on the ground under my direction.

CARLOS VASQUEZ 4608 REGISTERED PROFESSIONAL LAND SURVEYOR

Carlos Vasquez
R.P.L.S. No. 4608
STATE OF TEXAS

JOB No.: 070828

AFFIDAVIT
Polk Avenue

THE STATE OF TEXAS

COUNTY OF HIDALGO

BEFORE ME, the undersigned authority, on this day personally appeared **RAMIRO VILLARREAL** who being before me here and now duly swears upon oath and says:

I **RAMIRO VILLARREAL** DATE OF BIRTH 12/18/55
RESIDING AT 2117 E. Polk Avenue

I, being the property owner of Lot # 9 and 10 out of Val Verde North Subdivision in Alton Texas, further certify that I have resided at this location for the last 12 years.

I, certify that Polk Avenue has been maintained on and off on an as needed basis by the Hidalgo County Pct. # 3 since 12.

Furthermore, I am in agreement in dedication of the existing road to the County of Hidalgo.

Ramiro Villarreal
Property Owner

Property Owner

SUBSCRIBED AND SWORN TO BEFORE ME, by the said Ramiro Villarreal
this 1st day of December 2008.

JAIME SALINAS
Notary Public, State of Texas
My Commission Expires
09-06-2009

Notary Public, State of Texas



Revised: December 18, 2007

METES AND BOUNDS DESCRIPTION
0.07 ACRE OF LAND
WEST ADDITION TO
SHARYLAND SUBDIVISION
HIDALGO COUNTY, TEXAS

Parcel 3: Ramiro Villarreal

A tract of land containing 0.07 of one acre situated in Hidalgo County, Texas and also being a part or portion of **LOT 44-12, WEST ADDITION TO SHARYLAND SUBDIVISION** map reference Volume 1, Pages 56, H.C.M.R., and said 0.07 of one acre of land also being a part or portion of land deeded to Ramiro Villarreal, recorded in Document No. 474779, H.C.D.R., also known as Lot 9, Val Verde Acres North Subdivision (not recorded), and said 0.07 of one acre being more particularly described as follows;

COMMENCING on the Southwest corner of said Lot 44-12, THENCE N 08° 33' 06" E, along the West line of said Lot 44-12, a distance of 349.00 feet, THENCE S 81° 26' 54' E, a distance of 165.00 feet to a nail set on the Southeast corner of a tract deeded to Vicente and Maria Cervantes, as per R311487, H.C.A.R., for the southwest corner of this tract and the **POINT OF BEGINNING**;

THENCE N 08° 33' 06" E, along the East line of said Cervantes tract, a distance of 40.00 feet to a 1/2" iron rod with a plastic cap stamped "CVQ LS" set, for a point of curvature and the northwest corner of this tract;

THENCE along said curve to the right, with a radius of 40.00 feet, an interior angle of 67° 58' 32", an arc length of 47.46 feet, a tangent of 26.97 feet and a chord that bears S 47° 27' 38" E, a distance of 44.72 feet to a 1/2" iron rod with a plastic cap stamped "CVQ LS" set, for a point of tangency and an inside corner of this tract;

THENCE S 81° 26' 54" E, a distance of 127.92 feet to a 1/2" iron rod with a plastic cap stamped "CVQ LS" set on the West line of a tract deeded to Ramiro Villarreal, recorded in Document No. 474779, H.C.D.R., for the northeast corner of this tract;

THENCE S 08° 33' 06" W, along the West line of said Villarreal tract, at a distance of 5.00 feet pass the North line of an existing 20.00 foot road easement, and continuing a total distance of 15.00 feet to a nail set, for the southeast corner of this tract;

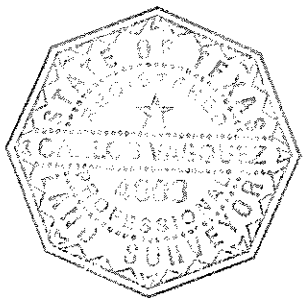
P.O. Box 5066 • McAllen, Texas 78502 • Phone (956) 618-1551 • Fax (956) 618-1547

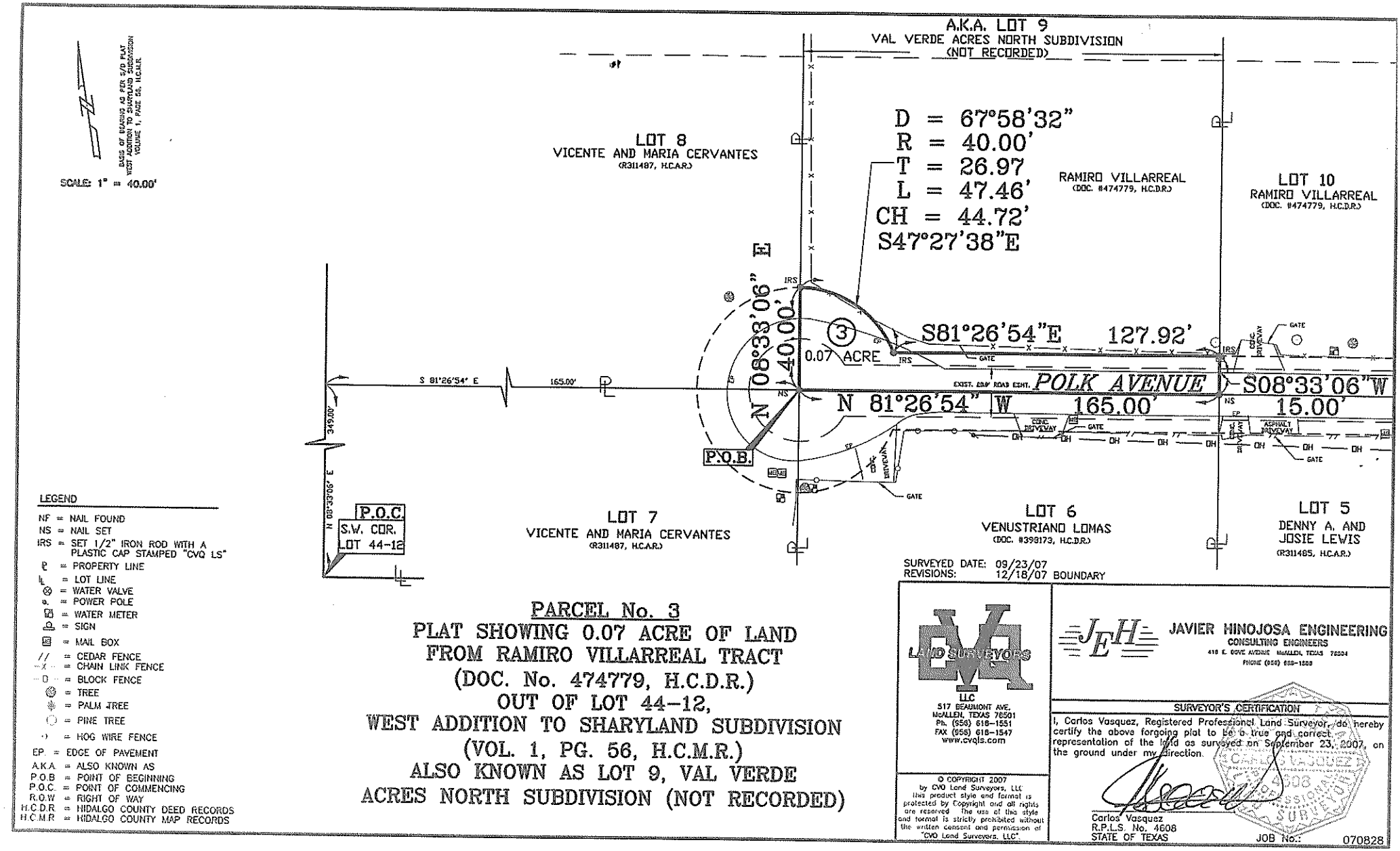
THENCE N 81° 26' 54" W, a distance of 165.00 feet to the **POINT OF BEGINNING**, containing 0.07 of one acre of land, more or less.

Bearing basis as per **WEST ADDITION TO SHARYLAND SUBDIVISION,** recorded in Volume 1, Pages 56, H.C.M.R.

THE ABOVE DESCRIPTION WAS SURVEYED ON THE GROUND UNDER MY DIRECTION ON SEPTEMBER 23, 2007.

Carlos Vásquez, R.P.L.S. No. 4608
CVQ Land Surveyors, LLC





LEGEND

- NF = NAIL FOUND
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- ℄ = LOT LINE
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- H.C.M.R = HIDALGO COUNTY MAP RECORDS

PARCEL No. 3

PLAT SHOWING 0.07 ACRE OF LAND FROM RAMIRO VILLARREAL TRACT (DOC. No. 474779, H.C.D.R.) OUT OF LOT 44-12, WEST ADDITION TO SHARYLAND SUBDIVISION (VOL. 1, PG. 56, H.C.M.R.) ALSO KNOWN AS LOT 9, VAL VERDE ACRES NORTH SUBDIVISION (NOT RECORDED)

SURVEYED DATE: 09/23/07
REVISIONS: 12/18/07 BOUNDARY

LAND SURVEYORS LLC
517 BEAUMONT AVE.
McALLEN, TEXAS 78501
Ph. (956) 618-1551
FAX (956) 618-1547
www.cvqls.com

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JAVIER HINOJOSA ENGINEERING
CONSULTING ENGINEERS
418 E. DOVE AVENUE McALLEN, TEXAS 78504
PHONE (956) 668-1588

SURVEYOR'S CERTIFICATION

I, Carlos Vasquez, Registered Professional Land Surveyor, do hereby certify the above forgoing plat to be a true and correct representation of the land as surveyed on September 23, 2007, on the ground under my direction.

Carlos Vasquez
R.P.L.S. No. 4608
STATE OF TEXAS

JOB No.: 070828



Revised: December 18, 2007

METES AND BOUNDS DESCRIPTION
0.06 ACRE OF LAND
WEST ADDITION TO
SHARYLAND SUBDIVISION
HIDALGO COUNTY, TEXAS

Parcel 5: Ramiro Villarreal

A tract of land containing 0.06 of one acre situated in Hidalgo County, Texas and also being a part or portion of **LOT 44-12, WEST ADDITION TO SHARYLAND SUBDIVISION** map reference Volume 1, Pages 56, H.C.M.R., and said 0.06 of one acre of land also being a part or portion of land deeded to Ramiro Villarreal, recorded in Document No. 474779, H.C.D.R., also known as Lot 10, Val Verde Acres North Subdivision (not recorded), and said 0.06 of one acre being more particularly described as follows;

COMMENCING on the Southwest corner of said Lot 44-12, THENCE N 08° 33' 06" E, along the West line of said Lot 44-12, a distance of 349.00 feet, THENCE S 81° 26' 54' E, a distance of 330.00 feet to a nail set, for the southwest corner of this tract and the **POINT OF BEGINNING**;

THENCE N 08° 33' 06" E, at a distance of 10.00 feet pass the North line of an existing 20.00 foot road easement, and continuing a total distance of 15.00 feet to a 1/2" iron rod with a plastic cap stamped "CVQ LS" set, for the northwest corner of this tract;

THENCE S 81° 26' 54" E, a distance of 165.00 feet to a 1/2" iron rod with a plastic cap stamped "CVQ LS" set on the West line of a tract deeded to Dennis Ralph Gastel and Maria Del Carmen Gastel, recorded in Document No. 1156393, H.C.D.R., for the northeast corner of this tract;

THENCE S 08° 33' 06" W, at a distance of 5.00 feet pass the North line of said existing road easement, and continuing a total distance of 15.00 feet to a nail set, for the southeast corner of this tract;

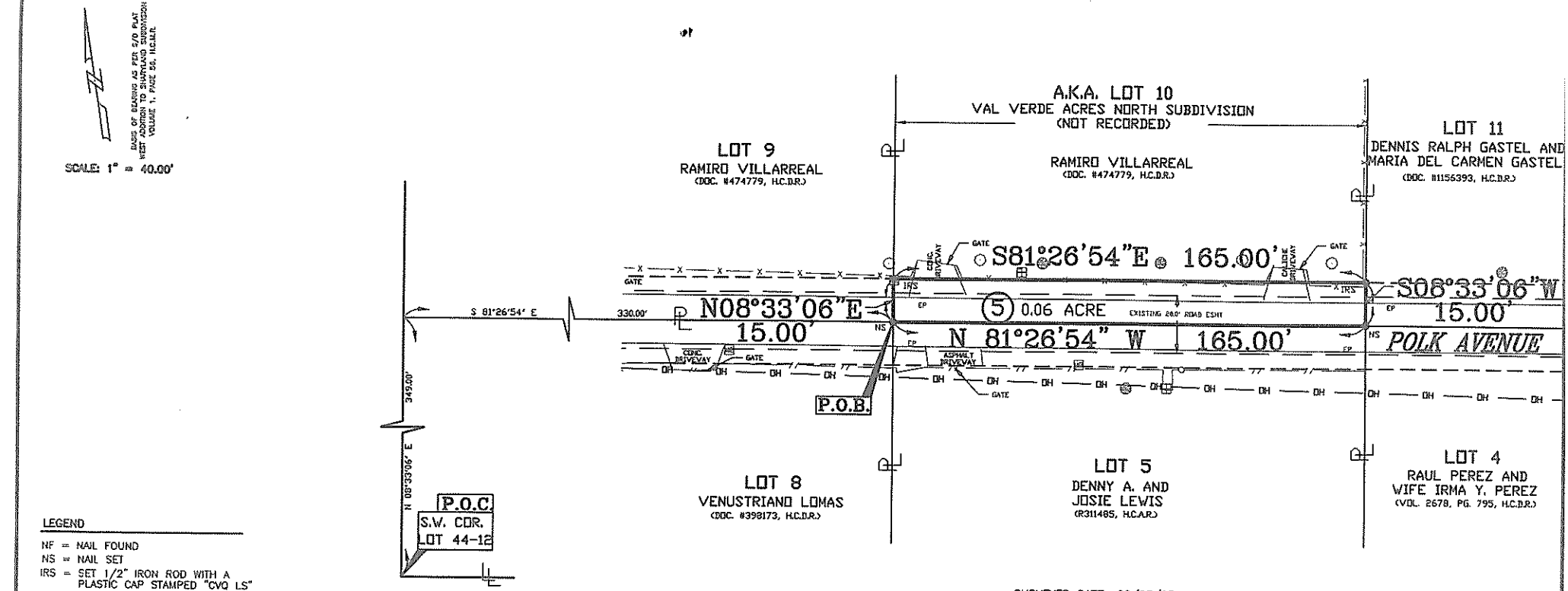
THENCE N 81° 26' 54" W, a distance of 165.00 feet to the **POINT OF BEGINNING**, containing 0.06 of one acre of land, more or less.

Bearing basis as per **WEST ADDITION TO SHARYLAND SUBDIVISION,** recorded in Volume 1, Pages 56, H.C.M.R.

THE ABOVE DESCRIPTION WAS SURVEYED ON THE GROUND UNDER MY DIRECTION ON SEPTEMBER 23, 2007.

Carlos Vasquez, R.P.L.S. No. 4608
CVQ Land Surveyors, LLC

P.O. Box 5066 • McAllen, Texas 78502 • Phone (956) 618-1551 • Fax (956) 618-1547



LEGEND

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- IRS = SET 1/2" IRON ROD WITH A PLASTIC CAP STAMPED "CVQ LS"
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- = LOT LINE
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- = PALM TREE
- = PINE TREE
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- P.O.B = POINT OF BEGINNING
- P.O.C. = POINT OF COMMENCING
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- H.C.D.R = HIDALGO COUNTY DEED RECORDS
- H.C.M.R. = HIDALGO COUNTY MAP RECORDS

PARCEL No. 5

PLAT SHOWING 0.06 ACRE OF LAND FROM RAMIRO VILLARREAL TRACT (DOC. No. 474779, H.C.D.R.) OUT OF LOT 44-12, WEST ADDITION TO SHARYLAND SUBDIVISION (VOL. 1, PG. 56, H.C.M.R.) ALSO KNOWN AS LOT 10, VAL VERDE ACRES NORTH SUBDIVISION (NOT RECORDED)

SURVEYED DATE: 09/23/07
REVISIONS: 12/18/07 BOUNDARY

CVQ LAND SURVEYORS LLC
517 BEAUMONT AVE.
McALLEN, TEXAS 78501
Ph. (956) 618-1551
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JAVIER HINOJOSA ENGINEERING
CONSULTING ENGINEERS
419 E. DOVE AVENUE McALLEN, TEXAS 78504
PHONE (956) 668-1588

SURVEYOR'S CERTIFICATION

I, Carlos Vasquez, Registered Professional Land Surveyor, do hereby certify the above forgoing plat to be a true and correct representation of the land as surveyed on September 23, 2007, on the ground under my direction.

Carlos Vasquez
R.P.L.S. No. 4608
STATE OF TEXAS

JOB No. 070828

AFFIDAVIT
Polk Avenue

THE STATE OF TEXAS

COUNTY OF HIDALGO

BEFORE ME, the undersigned authority, on this day personally appeared **Dennis Ralph & Maria Del Carmen Gastel** who being before me here and now duly swears upon oath and says:

I Carmen Gastel DATE OF BIRTH _____.
RESIDING AT 2215 E. Polk Ave

I, being the property owner of Lot # 11 out of Val Verde North Subdivision in Alton Texas, further certify that I have resided at this location for the last 6 years.

I, certify that Polk Avenue has been maintained on and off on an as needed basis by the Hidalgo County Pct. # 3 since 6.

Furthermore, I am in agreement in dedication of the existing road to the County of Hidalgo.

Carmen Gastel
Property Owner

_____
Property Owner

SUBSCRIBED AND SWORN TO BEFORE ME, by the said _____
this 15 day of Dec 2008.

Jaime Salinas
Notary Public, State of Texas

JAIME SALINAS
Notary Public, State of Texas
My Commission Expires
09-06-2009

Revised: December 18, 2007

METES AND BOUNDS DESCRIPTION
0.06 ACRE OF LAND
WEST ADDITION TO
SHARYLAND SUBDIVISION
HIDALGO COUNTY, TEXAS

LAND SURVEYORS LLC

Parcel 7: Dennis Ralph Gastel and Maria Del Carmen Gastel

A tract of land containing 0.06 of one acre situated in Hidalgo County, Texas and also being a part or portion of **LOT 44-12, WEST ADDITION TO SHARYLAND SUBDIVISION** map reference Volume 1, Pages 56, H.C.M.R., and said 0.06 of one acre of land also being a part or portion of land deeded to Dennis Ralph Gastel and Maria Del Carmen Gastel, recorded in Document No. 1156393, H.C.D.R., also known as Lot 11, Val Verde Acres North Subdivision (not recorded), and said 0.06 of one acre being more particularly described as follows;

COMMENCING on the Southwest corner of said Lot 44-12, THENCE N 08° 33' 06" E, along the West line of said Lot 44-12, a distance of 349.00 feet, THENCE S 81° 26' 54' E, a distance of 495.00 feet to a nail set, for the southwest corner of this tract and the **POINT OF BEGINNING**;

THENCE N 08° 33' 06" E, at a distance of 10.00 feet pass the North line of an existing 20.00 foot road easement, and continuing a total distance of 15.00 feet to a 1/2" iron rod with a plastic cap stamped "CVQ LS" set, for the northwest corner of this tract;

THENCE S 81° 26' 54" E, a distance of 165.00 feet to a 1/2" iron rod with a plastic cap stamped "CVQ LS" set on the West line of a tract deeded to Tomas and Rosa D. Cavazos, Tomas G. Cavazos and Maria I. Cavazos, recorded in Document No. 776158, H.C.D.R., for the northeast corner of this tract;

THENCE S 08° 33' 06" W, along the West line of said Cavazos tract, at a distance of 5.00 feet pass the North line of said existing road easement, and continuing a total distance of 15.00 feet to a nail set, for the southeast corner of this tract;

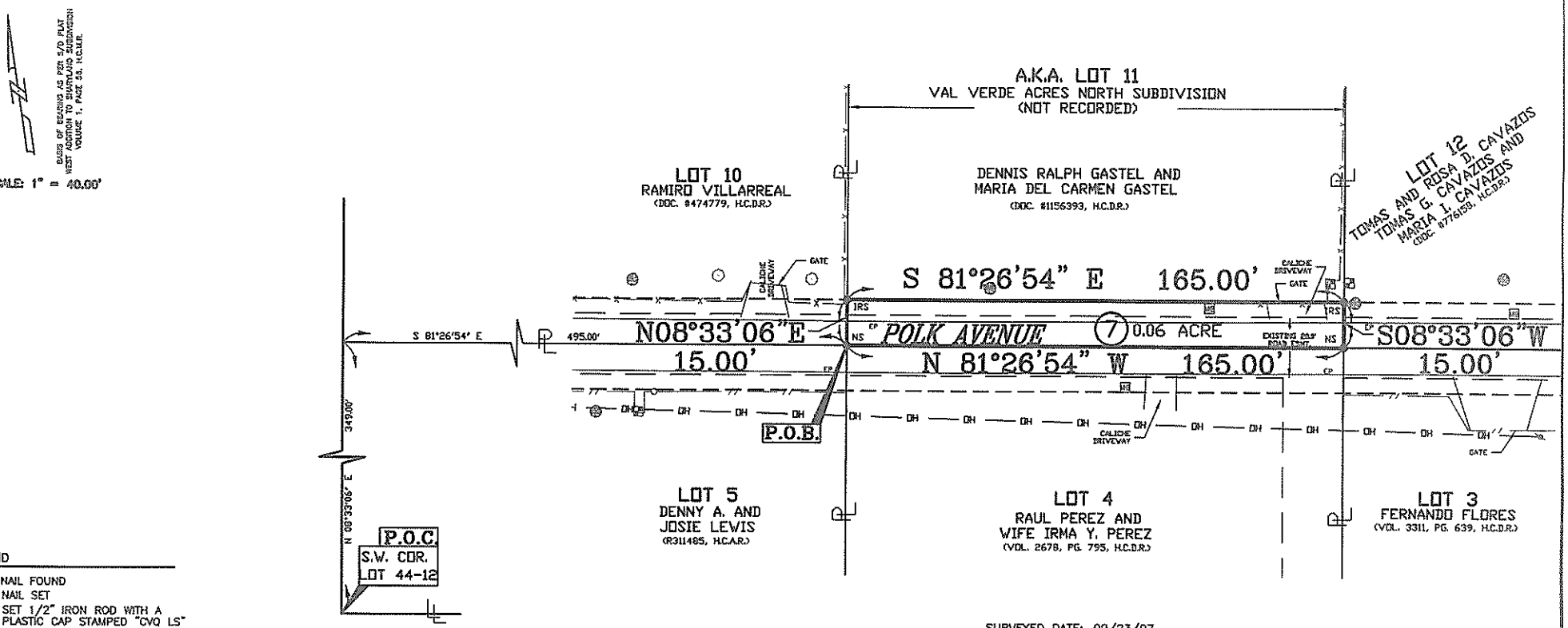
THENCE N 81° 26' 54" W, a distance of 165.00 feet to the **POINT OF BEGINNING**, containing 0.06 of one acre of land, more or less.

Bearing basis as per **WEST ADDITION TO SHARYLAND SUBDIVISION,** recorded in Volume 1, Pages 56, H.C.M.R.

THE ABOVE DESCRIPTION WAS SURVEYED ON THE GROUND UNDER MY DIRECTION ON SEPTEMBER 23, 2007.

Carlos Vásquez, R.P.L.S. No. 4608
CVQ Land Surveyors, LLC

P.O. Box 5066 • McAllen, Texas 78502 • Phone (956) 618-1551 • Fax (956) 618-1547



LEGEND

NF = NAIL FOUND
NS = NAIL SET
IRS = SET 1/2" IRON ROD WITH A PLASTIC CAP STAMPED "CVQ LS"
℄ = PROPERTY LINE
= LOT LINE
⊗ = WATER VALVE
= POWER POLE
= WATER METER
= SIGN
= MAIL BOX
-//- = CEDAR FENCE
-x- = CHAIN LINK FENCE
-□- = BLOCK FENCE
= TREE
= PALM TREE
= PINE TREE
-o- = HOG WIRE FENCE
EP. = EDGE OF PAVEMENT
A.K.A. = ALSO KNOWN AS
P.O.B. = POINT OF BEGINNING
P.O.C. = POINT OF COMMENCING
R.O.W. = RIGHT OF WAY
H.C.D.R. = HIDALGO COUNTY DEED RECORDS
H.C.M.R. = HIDALGO COUNTY MAP RECORDS

PARCEL No. 7

PLAT SHOWING 0.06 ACRE OF LAND FROM DENNIS RALPH GASTEL AND MARIA DEL CARMEN GASTEL TRACT (DOC. No. 1156393, H.C.D.R.) OUT OF LOT 44-12, WEST ADDITION TO SHARYLAND SUBDIVISION (VOL. 1, PG. 56, H.C.M.R.) ALSO KNOWN AS LOT 11, VAL VERDE ACRES NORTH SUBDIVISION (NOT RECORDED)

SURVEYED DATE: 09/23/07
REVISIONS: 12/18/07 BOUNDARY

CVQ LAND SURVEYORS
LLC
517 BEAUMONT AVE.
McALLEN, TEXAS 78501
Ph. (956) 618-1551
FAX (956) 618-1547
www.cvqls.com

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JAVIER HINOJOSA ENGINEERING
CONSULTING ENGINEERS
418 E. DOVE AVENUE McALLEN, TEXAS 78504
PHONE (956) 683-1508

SURVEYOR'S CERTIFICATION

I, Carlos Vasquez, Registered Professional Land Surveyor, do hereby certify the above forgoing plat to be a true and correct representation of the land as surveyed on September 23, 2007, on the ground under my direction.

Carlos Vasquez
R.P.L.S. No. 4608
STATE OF TEXAS

JOB No. 070828

AFFIDAVIT
Polk Avenue

THE STATE OF TEXAS

COUNTY OF HIDALGO

BEFORE ME, the undersigned authority, on this day personally appeared **TOMAS CAVAZOS** who being before me here and now duly swears upon oath and says:

I **TOMAS CAVAZOS** DATE OF BIRTH 11-28-1940
RESIDING AT 2301 E. Polk Avenue

I, being the property owner of Lot # 12 out of Val Verde North Subdivision in Alton Texas, further certify that I have resided at this location for the last 9 years.

I, certify that Polk Avenue has been maintained on and off on an as needed basis by the Hidalgo County Pct. # 3 since 9 yrs.

Furthermore, I am in agreement in dedication of the existing road to the County of Hidalgo.

Tomas Cavazos
Property Owner

Property Owner

SUBSCRIBED AND SWORN TO BEFORE ME, by the said Tomas Cavazos this 31st day of March 2008.

Notary Public, State of Texas

JAIME SALINAS
Notary Public, State of Texas
My Commission Expires
09-06-2009

Revised: December 18, 2007

METES AND BOUNDS DESCRIPTION
0.06 ACRE OF LAND
WEST ADDITION TO
SHARYLAND SUBDIVISION
HIDALGO COUNTY, TEXAS

LAND SURVEYORS LLC

Parcel 9: Tomas and Rosa D. Cavazos, Tomas G. Cavazos and Maria I. Cavazos

A tract of land containing 0.06 of one acre situated in Hidalgo County, Texas and also being a part or portion of **LOT 44-12, WEST ADDITION TO SHARYLAND SUBDIVISION** map reference Volume 1, Pages 56, H.C.M.R., and said 0.06 of one acre of land also being a part or portion of land deeded to Tomas and Rosa D. Cavazos, Tomas G. Cavazos and Maria I. Cavazos, recorded in Document No. 776158, H.C.D.R., also known as Lot 12, Val Verde Acres North Subdivision (not recorded), and said 0.06 of one acre being more particularly described as follows;

COMMENCING on the Southeast corner of said Lot 44-12, THENCE N 08° 33' 06" E, along the East line of said Lot 44-12, a distance of 349.00 feet, THENCE N 81° 26' 54' W, a distance of 506.10 feet to a nail set, for the southeast corner of this tract and the **POINT OF BEGINNING;**

THENCE N 81° 26' 54" W, a distance of 165.00 feet to a nail set on the Southeast corner of a tract deeded to Dennis Ralph Gastel and Maria Del Carmen Gastel, recorded in Document No. 1156393, H.C.D.R., for the southwest corner of this tract;

THENCE N 08° 33' 06" E, along the East line of said Gastel tract, at a distance of 10.00 feet pass the North line of an existing 20.00 foot road easement, and continuing a total distance of 15.00 feet to a 1/2" iron rod with a plastic cap stamped "CVQ LS" set, for the northwest corner of this tract;

THENCE S 81° 26' 54" E, a distance of 165.00 feet to a 1/2" iron rod with a plastic cap stamped "CVQ LS" set on the West line of a tract deeded to Ildefonso and San Juanita Garza, recorded in Document No. 502534, H.C.D.R., for the northeast corner of this tract;

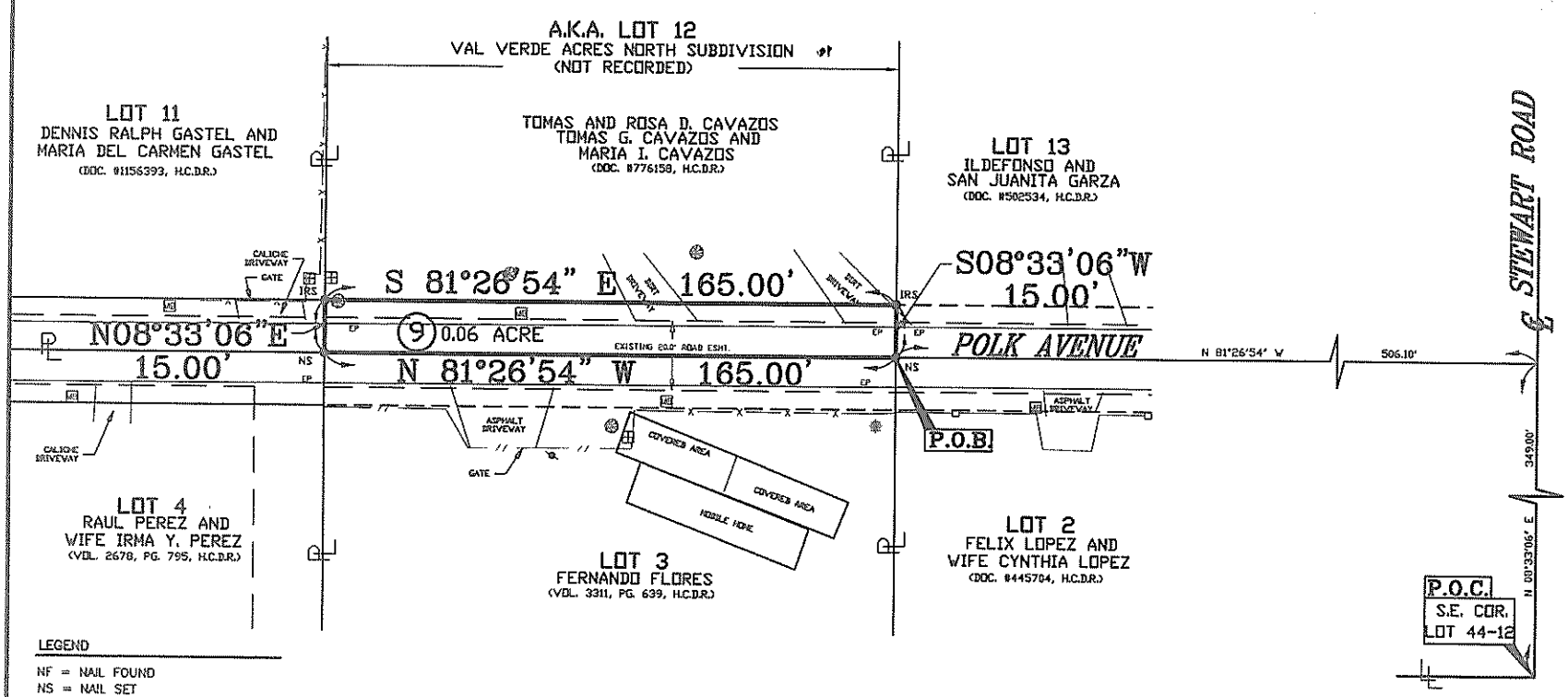
THENCE S 08° 33' 06" W, along the West line of said Garza tract, at a distance of 5.00 feet pass the North line of said existing road easement, and continuing a total distance of 15.00 feet to the **POINT OF BEGINNING,** containing 0.06 of one acre of land, more or less.

Bearing basis as per **WEST ADDITION TO SHARYLAND SUBDIVISION,** recorded in Volume 1, Pages 56, H.C.M.R.

THE ABOVE DESCRIPTION WAS SURVEYED ON THE GROUND UNDER MY DIRECTION ON SEPTEMBER 23, 2007.

Carlos Vásquez, R.P.L.S. No. 4608
CVQ Land Surveyors, LLC

P.O. Box 5066 • McAllen, Texas 78502 • Phone (956) 618-1551 • Fax (956) 618-1547



LEGEND

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- -□- = BLOCK FENCE
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- P.O.B. = POINT OF BEGINNING
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- R.O.W. = RIGHT OF WAY
- H.C.D.R. = HIDALGO COUNTY DEED RECORDS
- H.C.M.R. = HIDALGO COUNTY MAP RECORDS

PARCEL No. 9

PLAT SHOWING 0.06 ACRE OF LAND FROM TOMAS AND ROSA D. CAVAZOS, TOMAS G. CAVAZOS AND MARIA I. CAVAZOS TRACT (DOC. No. 776158, H.C.D.R.) OUT OF LOT 44-12, WEST ADDITION TO SHARYLAND SUBDIVISION (VOL. 1, PG. 56, H.C.M.R.) ALSO KNOWN AS LOT 12, VAL VERDE ACRES NORTH SUBDIVISION (NOT RECORDED)

SURVEYED DATE: 09/23/07
REVISIONS: 12/18/07 BOUNDARY

CVQ LAND SURVEYORS LLC
517 BEAUMONT AVE.
McALLEN, TEXAS 78501
Ph. (956) 618-1551
FAX (956) 618-1547
www.cvqls.com

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JAVIER HINOJOSA ENGINEERING
CONSULTING ENGINEERS
416 E. DOVE AVENUE McALLEN, TEXAS 78504
PHONE (956) 668-1088

SURVEYOR'S CERTIFICATION

I, Carlos Vasquez, Registered Professional Land Surveyor, do hereby certify the above forgoing plat to be a true and correct representation of the land as surveyed on September 23, 2007, on the ground under my direction.

Carlos Vasquez
R.P.L.S. No. 4608
STATE OF TEXAS

JOB No.: 070828

AFFIDAVIT
Polk Avenue

THE STATE OF TEXAS

COUNTY OF HIDALGO

BEFORE ME, the undersigned authority, on this day personally appeared **LAURA GARZA** who being before me here and now duly swears upon oath and says:

I **LAURA GARZA** DATE OF BIRTH 6-11-67.
RESIDING AT 4017 Xanthisma Avenue McAllen, Texas

I, being the property owner of Lot # 13 out of Val Verde North Subdivision in Alton Texas, further certify that I have resided at this location for the last 12 years.

I, certify that Polk Avenue has been maintained on and off on an as needed basis by the Hidalgo County Pct. # 3 since 10 yrs.

Furthermore, I am in agreement in dedication of the existing road to the County of Hidalgo.

Laura L. Garza
Property Owner

Property Owner

SUBSCRIBED AND SWORN TO BEFORE ME, by the said Laura Garza
this 31st day of March 2008.

Jaime Salinas
Notary Public, State of Texas

JAIME SALINAS
Notary Public, State of Texas
My Commission Expires
09-06-2009

LAND SURVEYORS

LLC

Revised: December 18, 2007

METES AND BOUNDS DESCRIPTION
0.06 ACRE OF LAND
WEST ADDITION TO
SHARYLAND SUBDIVISION
HIDALGO COUNTY, TEXAS

Parcel 11: Ildefonso and San Juanita Garza

A tract of land containing 0.06 of one acre situated in Hidalgo County, Texas and also being a part or portion of **LOT 44-12, WEST ADDITION TO SHARYLAND SUBDIVISION** map reference Volume 1, Pages 56, H.C.M.R., and said 0.06 of one acre of land also being a part or portion of land deeded to Ildefonso and San Juanita Garza, recorded in Document No. 50234, H.C.D.R., also known as Lot 13, Val Verde Acres North Subdivision (not recorded), and said 0.06 of one acre being more particularly described as follows;

COMMENCING on the Southeast corner of said Lot 44-12, THENCE N 08° 33' 06" E, along the East line of said Lot 44-12, a distance of 349.00 feet, THENCE N 81° 26' 54' W, a distance of 341.10 feet to a nail set, for the southeast corner of this tract and the **POINT OF BEGINNING**;

THENCE N 81° 26' 54" W, a distance of 165.00 feet to a nail set on the Southeast corner of a tract deeded to Tomas and Rosa D. Cavazos, Tomas G. Cavazos and Maria I. Cavazos, recorded in Document No. 776158, H.C.D.R., for the southwest corner of this tract;

THENCE N 08° 33' 06" E, along the East line of said Cavazos tract, at a distance of 10.00 feet pass the North line of an existing 20.00 foot road easement, and continuing a total distance of 15.00 feet to a 1/2" iron rod with a plastic cap stamped "CVQ LS" set, for the northwest corner of this tract;

THENCE S 81° 26' 54" E, a distance of 165.00 feet to a 1/2" iron rod with a plastic cap stamped "CVQ LS" set on the West line of a tract deeded to Alfredo Garza and San Juanita Garza, recorded in Document No. 359773, H.C.D.R., for the northeast corner of this tract;

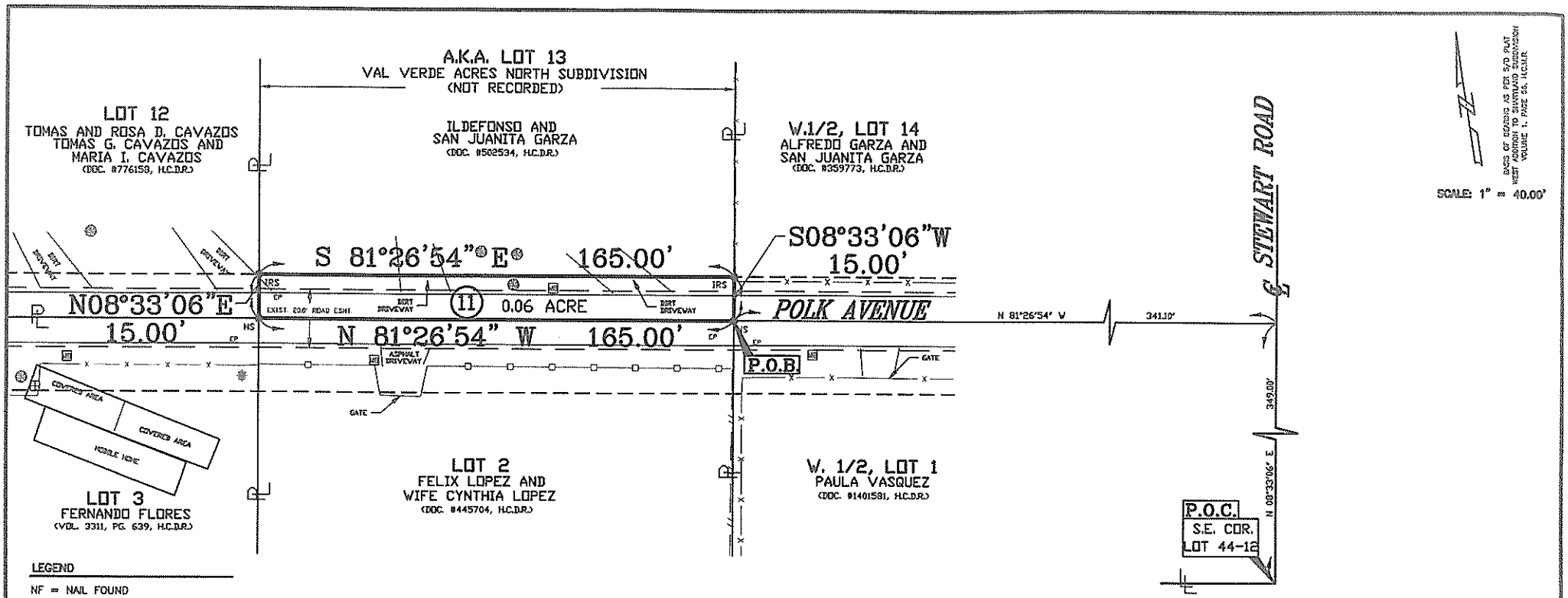
THENCE S 08° 33' 06" W, along the West line of said Garza tract, at a distance of 5.00 feet pass the North line of said existing road easement, and continuing a total distance of 15.00 feet to the **POINT OF BEGINNING**, containing 0.06 of one acre of land, more or less.

Bearing basis as per **WEST ADDITION TO SHARYLAND SUBDIVISION,** recorded in Volume 1, Pages 56, H.C.M.R.

THE ABOVE DESCRIPTION WAS SURVEYED ON THE GROUND UNDER MY DIRECTION ON SEPTEMBER 23, 2007.

Carlos Vásquez, R.P.L.S. No. 4608
CVQ Land Surveyors, LLC

P.O. Box 5066 • McAllen, Texas 78502 • Phone (956) 618-1551 • Fax (956) 618-1547



LEGEND

- NF = NAIL FOUND
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- = POWER POLE
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- -X- = CHAIN LINK FENCE
- -□- = BLOCK FENCE
- = TREE
- = PALM TREE
- = PINE TREE
- -○- = HOG WIRE FENCE
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- A.K.A. = ALSO KNOWN AS
- P.O.B. = POINT OF BEGINNING
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- H.C.D.R. = HIDALGO COUNTY DEED RECORDS
- H.C.M.R. = HIDALGO COUNTY MAP RECORDS

SURVEYED DATE: 09/23/07
REVISIONS: 12/18/07 BOUNDARY

PARCEL No. 11

PLAT SHOWING 0.06 ACRE OF LAND FROM ILDEFONSO AND SAN JUANITA GARZA TRACT (DOC. No. 502534, H.C.D.R.) OUT OF LOT 44-12, WEST ADDITION TO SHARYLAND SUBDIVISION (VOL. 1, PG. 56, H.C.M.R.) ALSO KNOWN AS LOT 13, VAL VERDE ACRES NORTH SUBDIVISION (NOT RECORDED)

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Ph. (956) 618-1551
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JAVIER HINOJOSA ENGINEERING
CONSULTING ENGINEERS
419 E. DOVE AVENUE McALLEN, TEXAS 78504
PHONE (956) 803-1303

SURVEYOR'S CERTIFICATION

I, Carlos Vasquez, Registered Professional Land Surveyor, do hereby certify the above forgoing plat to be a true and correct representation of the land as surveyed on September 23, 2007, on the ground under my direction.

CARLOS VASQUEZ 4608 REGISTERED PROFESSIONAL LAND SURVEYOR

Carlos Vasquez
R.P.L.S. No. 4608
STATE OF TEXAS

JOB No.: 070828

AFFIDAVIT
Polk Avenue

THE STATE OF TEXAS

COUNTY OF HIDALGO

BEFORE ME, the undersigned authority, on this day personally appeared **ALFREDO GARZA** who being before me here and now duly swears upon oath and says:

I **ALFREDO GARZA** DATE OF BIRTH 2/21/59
RESIDING AT 2407 E. Polk Avenue

I, being the property owner of Lot # 14 out of Val Verde North Subdivision in Alton Texas, further certify that I have resided at this location for the last 14 years.

I, certify that Polk Avenue has been maintained on and off on an as needed basis by the Hidalgo County Pct. # 3 since _____.

Furthermore, I am in agreement in dedication of the existing road to the County of Hidalgo.

A. Alfredo Garza
Property Owner

_____
Property Owner

SUBSCRIBED AND SWORN TO BEFORE ME, by the said _____
this _____ day of_____ 2008

_____
Notary Public, State of Texas

LAND SURVEYORS

LLC

Revised: December 18, 2007

METES AND BOUNDS DESCRIPTION
0.06 ACRE OF LAND
WEST ADDITION TO
SHARYLAND SUBDIVISION
HIDALGO COUNTY, TEXAS

Parcel 13: Alfredo Garza and San Juanita Garza

A tract of land containing 0.06 of one acre situated in Hidalgo County, Texas and also being a part or portion of **LOT 44-12, WEST ADDITION TO SHARYLAND SUBDIVISION** map reference Volume 1, Pages 56, H.C.M.R., and said 0.06 of one acre of land also being a part or portion of land deeded to Alfredo Garza and San Juanita Garza, recorded in Document No. 359773, H.C.D.R., also known as West 1/2, Lot 14, Val Verde Acres North Subdivision (not recorded), and said 0.06 of one acre being more particularly described as follows;

COMMENCING on the Southeast corner of said Lot 44-12, THENCE N 08° 33' 06" E, along the East line of said Lot 44-12, a distance of 349.00 feet, THENCE N 81° 26' 54' W, a distance of 176.10 feet to a nail set, for the southeast corner of this tract and the **POINT OF BEGINNING**;

THENCE N 81° 26' 54" W, a distance of 165.00 feet to a nail set on the southeast corner of a tract deeded to Ildefonso and San Juanita Garza, recorded in Document No. 502534, H.C.D.R., for the southwest corner of this tract;

THENCE N 08° 33' 06" E, along the East line of said Garza tract, at a distance of 10.00 feet pass the North line of an existing 20.00 foot road easement, continuing a total distance of 15.00 feet to a 1/2" iron rod with a plastic cap stamped "CVQ LS" set, for the northwest corner of this tract;

THENCE S 81° 26' 54" E, a distance of 165.00 feet to a 1/2" iron rod with a plastic cap stamped "CVQ LS" set, for the northeast corner of this tract;

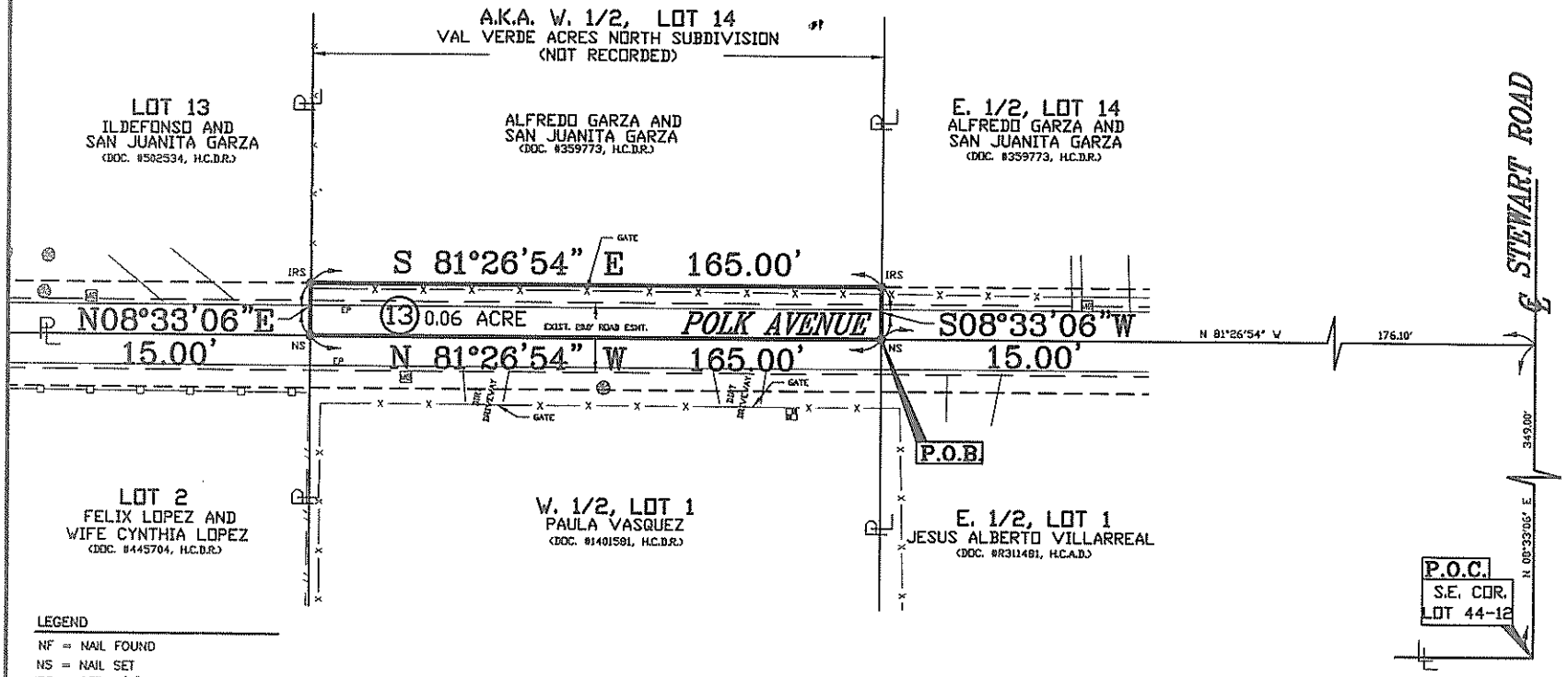
THENCE S 08° 33' 06" W, at a distance of 5.00 feet pass the North line of said existing road easement, continuing a total distance of 15.00 feet to the **POINT OF BEGINNING**, containing 0.06 of one acre of land, more or less.

Bearing basis as per **WEST ADDITION TO SHARYLAND SUBDIVISION,** recorded in Volume 1, Pages 56, H.C.M.R.

THE ABOVE DESCRIPTION WAS SURVEYED ON THE GROUND UNDER MY DIRECTION ON SEPTEMBER 23, 2007.

Carlos Vásquez, R.P.L.S. No. 4608
CVQ Land Surveyors, LLC

P.O. Box 5066 • McAllen, Texas 78502 • Phone (956) 618-1551 • Fax (956) 618-1547



LEGEND

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PARCEL No. 13

PLAT SHOWING 0.06 ACRE OF LAND FROM ALFREDO GARZA AND SAN JUANITA GARZA TRACT (DOC. No. 359773, H.C.D.R.) OUT OF LOT 44-12, WEST ADDITION TO SHARYLAND SUBDIVISION (VOL. 1, PG. 56, H.C.M.R.) ALSO KNOWN AS W. 1/2, LOT 14, VAL VERDE ACRES NORTH SUBDIVISION (NOT RECORDED)

SURVEYED DATE: 09/23/07
REVISIONS: 12/18/07 BOUNDARY

CVQ LAND SURVEYORS LLC
517 BEAUMONT AVE.
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JAVIER HINOJOSA ENGINEERING
CONSULTING ENGINEERS
416 E. DOVE AVENUE McALLEN, TEXAS 78504
PHONE (956) 603-1500

SURVEYOR'S CERTIFICATION

I, Carlos Vasquez, Registered Professional Land Surveyor, do hereby certify the above forgoing plat to be a true and correct representation of the land as surveyed on September 23, 2007, on the ground under my direction.

Carlos Vasquez
R.P.L.S. No. 4608
STATE OF TEXAS

JOB No.: 070828

LAND SURVEYORS

LLC

Revised: December 18, 2007

METES AND BOUNDS DESCRIPTION
0.05 ACRE OF LAND
WEST ADDITION TO
SHARYLAND SUBDIVISION
HIDALGO COUNTY, TEXAS

Parcel 15: Alfredo Garza and San Juanita Garza

A tract of land containing 0.05 of one acre situated in Hidalgo County, Texas and also being a part or portion of **LOT 44-12, WEST ADDITION TO SHARYLAND SUBDIVISION** map reference Volume 1, Pages 56, H.C.M.R., and said 0.05 of one acre of land also being a part or portion of land deeded to Alfredo Garza and San Juanita Garza, recorded in Document No. 359773, H.C.D.R., also known as East 1/2, Lot 14, Val Verde Acres North Subdivision (not recorded), and said 0.05 of one acre being more particularly described as follows;

COMMENCING on the southeast corner of said Lot 44-12, THENCE N 08° 33' 06" E, along the East line of said Lot 44-12, a distance of 349.00 feet, THENCE N 81° 26' 54' W, a distance of 20.00 feet to a nail set, for the southeast corner of this tract and the **POINT OF BEGINNING**;

THENCE N 81° 26' 54" W, a distance of 156.10 feet to a nail set, for the southwest corner of this tract;

THENCE N 08° 33' 06" E, at a distance of 10.00 feet pass the North line of an existing 20.00 foot road easement, continuing a total distance of 15.00 feet to a 1/2" iron rod with a plastic cap stamped "CVQ LS" set, for the northwest corner of this tract;

THENCE S 81° 26' 54" E, a distance of 156.10 feet to a 1/2" iron rod with a plastic cap stamped "CVQ LS" set, for the northeast corner of this tract;

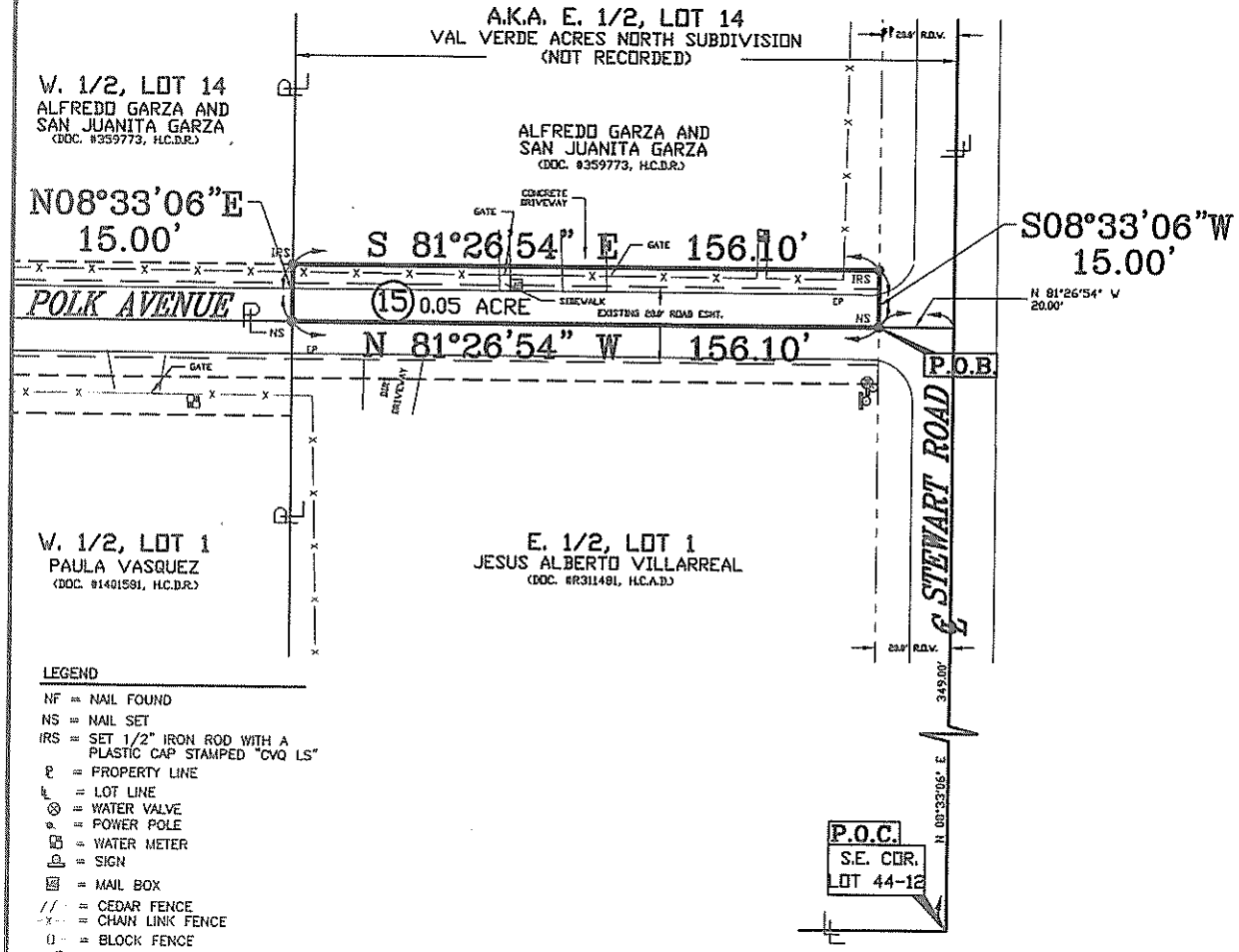
THENCE S 08° 33' 06" W, at a distance of 5.00 feet pass the North line of said existing road easement, continuing a total distance of 15.00 feet to the **POINT OF BEGINNING**, containing 0.05 of one acre of land, more or less.

Bearing basis as per **WEST ADDITION TO SHARYLAND SUBDIVISION,** recorded in Volume 1, Pages 56, H.C.M.R.

THE ABOVE DESCRIPTION WAS SURVEYED ON THE GROUND UNDER MY DIRECTION ON SEPTEMBER 23, 2007.

Carlos Vásquez, R.P.L.S. No. 4608
CVQ Land Surveyors, LLC

P.O. Box 5066 • McAllen, Texas 78502 • Phone (956) 618-1551 • Fax (956) 618-1547



LEGEND

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P.O.B. = POINT OF BEGINNING
P.O.C. = POINT OF COMMENCING
R.O.W. = RIGHT OF WAY
H.C.D.R. = HIDALGO COUNTY DEED RECORDS
H.C.M.R. = HIDALGO COUNTY MAP RECORDS

PARCEL No. 15

PLAT SHOWING 0.05 ACRE OF LAND FROM ALFREDO GARZA AND SAN JUANITA GARZA TRACT (DOC. No. 359773, H.C.D.R.) OUT OF LOT 44-12, WEST ADDITION TO SHARYLAND SUBDIVISION (VOL. 1, PG. 56, H.C.M.R.) ALSO KNOWN AS E. 1/2, LOT 14, VAL VERDE ACRES NORTH SUBDIVISION (NOT RECORDED)

SURVEYED DATE: 09/23/07
REVISIONS: 12/18/07 BOUNDARY

CVQ LAND SURVEYORS LLC
517 BEAUMONT AVE.
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JAVIER HINOJOSA ENGINEERING
CONSULTING ENGINEERS
410 E. DOVE AVENUE McALLEN, TEXAS 78504
PHONE (956) 668-1588

SURVEYOR'S CERTIFICATION

I, Carlos Vasquez, Registered Professional Land Surveyor, do hereby certify the above forgoing plat to be a true and correct representation of the land as surveyed on September 23, 2007, on the ground under my direction.

Carlos Vasquez
R.P.L.S. No. 4608
STATE OF TEXAS

JOB No.: 070828

Preliminary Construction Cost Estimate
Hidalgo County Precinct No. 3 Paving Improvements
Val Verde Acres North
Prepared By: Javier Hinojosa Engineering
November 13, 2008

A. Polk Avenue (24' E/E)

1 Unc. Excavation	2,100	CY	@	$3.00	=	$6,300.00
2 Subgrade Preparation	4,200	SY	@	$2.50	=	$10,500.00
3 8" Caliche Base	4,200	SY	@	$7.00	=	$29,400.00
4 1 1/2" HMAC (Type "D")	3,700	SY	@	$7.50	=	$27,750.00
5 15" Driveway Culverts	600	LF	@	$20.00	=	$12,000.00
6 18" RCP Culverts	80	LF	@	$25.00	=	$2,000.00
7 Regrade Bar Ditches	2,500	LF	@	$1.50	=	$3,750.00
8 Safety End Treatments	2	EA	@	$300.00	=	$600.00
9 Asphalt Driveways	20	EA	@	$400.00	=	$8,000.00

Subtotal	:	**$100,300.00**
Engineering Design Fee	:	**$10,531.50**
Contingency (10%)	:	**$10,030.00**
Laboratory Testing	:	**$3,510.50**
Total	:	**$124,372.00**

AI-12564 **17.A.**

Recognition of Employee

CC REGULAR

Date:	12/16/2008
Submitted By:	Angela Garcia, BUDGET & MANAGEMENT
Submitted For:	Ray Eufracio
Department:	BUDGET & MANAGEMENT
Agenda Category:	Auditor's Office

Information

CAPTION

Recognition of Ms. Yolanda Agado for 27 years of service to the Hidalgo County Auditors Office.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	12/02/2008 01:31 PM	APRV
2	Veronica Lopez	Veronica Lopez	12/03/2008 08:57 AM	APRV
3	Auditor's Office	Linda Fong	12/04/2008 06:00 PM	APRV
4	Dina Trevino	Dina Trevino	12/05/2008 09:35 AM	APRV
5	Angela Garcia (Originator)	Angela Garcia	12/12/2008 05:24 PM	APRV

Form Started By: Angela Garcia — Started On: 12/02/2008 01:22 PM

Final Approval Date: 12/12/2008

AI-12839 **18.A.**

City of Mercedes TIRZ

CC REGULAR

Date:	12/16/2008
Submitted By:	Monica Badillo, BUDGET & MANAGEMENT
Department:	BUDGET & MANAGEMENT
Agenda Category:	Precinct #1

Information

CAPTION

1. Receive a formal presentation from the City of Mercedes as required by Section 311.003 (f) Texas Tax Code relating to the creation of the Tax Reinvestment Zone No 1.
2. Allow the City of Mercedes a waiver of the sixty (60) day notice requirement of the public hearing required for their creation of "Proposed Tax Increment Reinvestment Zone (TIRZ) No. 1, City of Mercedes" under Section 311.003 of the Texas Tax Code and authorize County Judge to sign.
3. Appoint a representative on behalf of Hidalgo County to meet with the governing body of the City of Mercedes concerning "Proposed Tax Increment Reinvestment Zone (TIRZ) No. 1, City of Mercedes."

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No Fiscal Impact

Attachments

Link: Tax Increment

Link: map

Link: finance plan

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	12/12/2008 10:54 AM	APRV
2	Roland Garcia	Rolando Garcia	12/12/2008 11:44 AM	APRV
3	Auditor's Office		12/12/2008 05:24 PM	PEND

Form Started By: Monica Badillo — Started On: 12/12/2008 10:00 AM

Final Approval Date: 12/12/2008

12/1/08 Fax to: Noe Montez
973-7804

Queen City of the Rio Grande Valley

November 21, 2008

COPY

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

Re: City of Mercedes Tax Increment Finance Zone Number One

Dear: Commissioner Handy:

. The City of Mercedes is proposing to create a Tax Increment Reinvestment Zone (TIRZ) under Chapter 311.005 (2). The site of the development is in an area of Hidalgo County that has inadequate infrastructure and is in need of development. The City requests that Hidalgo County accept this correspondence in satisfaction of the procedural requirements outlined by Chapter 311 of the Texas Tax Code ("Tax Increment Financing Act").

As required by the Tax Increment Financing Act, Mercedes intends to establish the City of Mercedes Tax Increment Reinvestment Zone no earlier than sixty (60) days of the date of this correspondence. However, the City is requesting a waiver of the sixty (60) day requirement from Mercedes ISD in order to perfect the creation of the Zone prior to December 31, 2008. The City of Mercedes TIRZ zone includes approximately 1,017 +/- acres throughout the City. The City of Mercedes TIRZ proposes to raise approximately $30,942,886 over a twenty-five (25) year period for public improvements including collector streets, arterials, regional drainage improvements, utilities, sewer and water plant expansions, public safety and municipal facility improvements, regional park improvements including soccer fields, economic development and future road and utility right-of-way acquisition The projected value of the increment created is $124,250,000 The Base Value of the Zone is approximately $74,173,671. We would like to make this presentation at your regularly scheduled meeting on Tuesday, December 9, 2008.

The agenda item should be styled: Statutory presentation by the City of Mercedes on the creation of the Mercedes Tax Increment Reinvestment Zone Number One, City of Mercedes and waiving the sixty (60) day notice for the creation of the Zone.

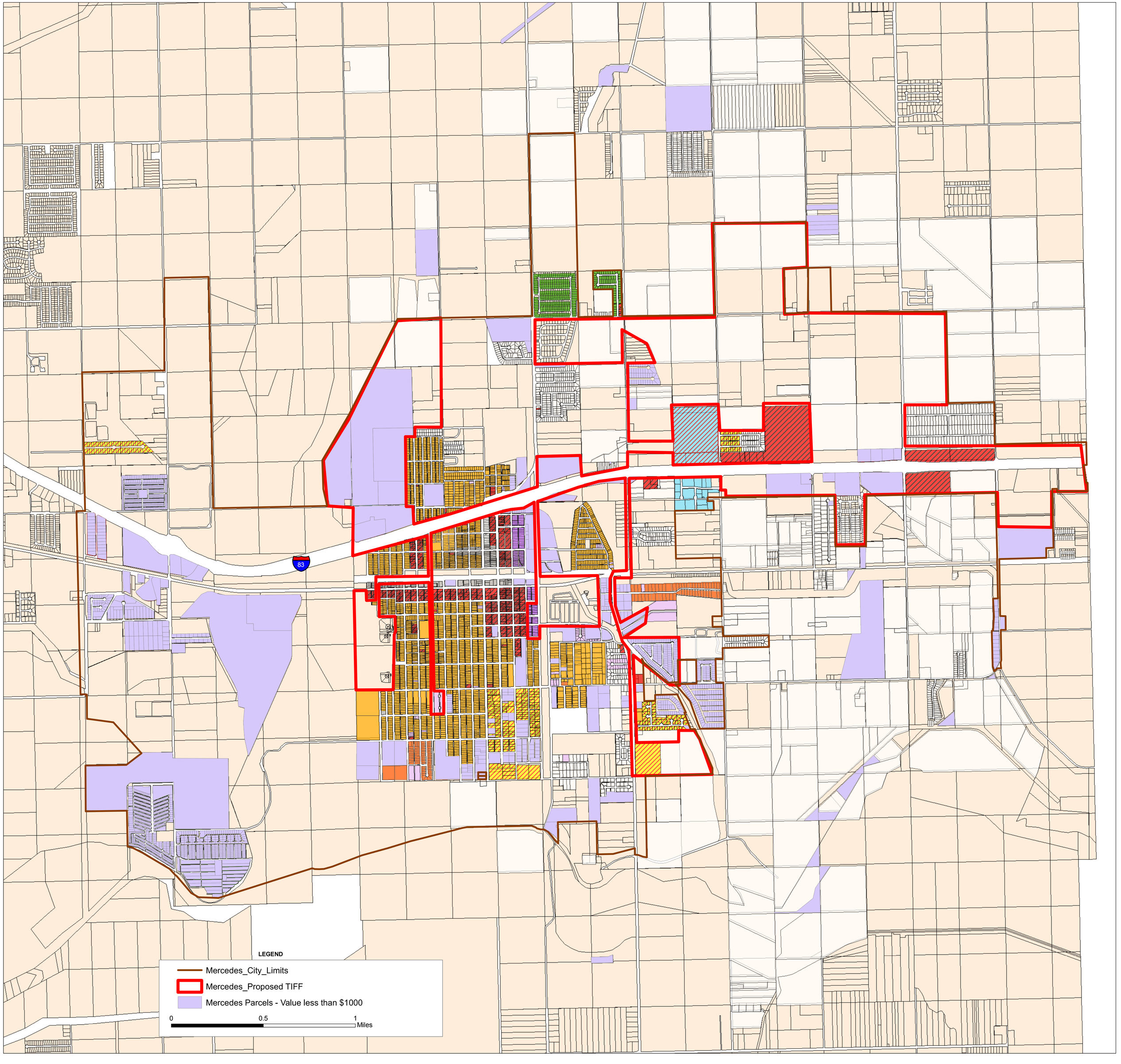
Thank you for your assistance with this.

Sincerely,

Ricardo Garcia, City Manager

cc: Files ✓

MERCEDES, TEXAS



City of Mercedes - Tax Increment Reinvestment Zone

Sources & Uses

Sources of Funds		
TIF Revenues at	$	32,268,618
Total Sources of Funds	$	32,268,618

Uses of Funds

Begin Construction	2010
Public Improvements	
Street and Arterial Right of Way Acquisition	$ 1,000,000
New North-South Arterials and Collectors	$ 2,500,000
New East-West Arterials and Collectors	$ 5,000,000
Sewer Plant	$ 3,500,000
Collector Trunk Line Expansion	$ 9,000,000
Water System Expansion	
Water Rights Acquisition	$ 2,000,000
Expand CCN to entire City	$ 4,000,000
Water Storage Facility	$ 3,500,000
Municipal Facilities Acquisition and Development	
Fire & Public Safety	$ 3,000,000
Public Works	$ 3,000,000
Regional Park	$ 6,000,000
Local Parks	$ 1,000,000
Historic Buildings	$ 2,500,000
Library	$ 3,000,000
Street Reconstruction	$ 10,000,000
Utility Relocation	$ 4,000,000
Economic Development	$ 7,000,000
Total Public Improvements	$ 70,000,000

AI-12714 **19.A.**

BCAP Inter-Dept. Transfer

CC REGULAR

Date:	12/16/2008
Submitted By:	Norma Ceballos, COMM. PCT. #3
Department:	COMM. PCT. #3
Agenda Category:	Precinct #3

Information

CAPTION

Requesting approval of 2008 inter-departmental transfer for Precinct #3 Colonia Access Program (1310) from Hilda/Ester (program 061) and La Palma (program 062) to Basham 16 (program 462) in the amount of $1184.83.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1310-431-00-123-X6X-0-3XX

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

BUDGETARY IMPACT:

Program 061 available balance as of 12/10/08 $402.28
Program 062 available balance as of 12/10/08 $1,091.24

Attachments

Link: Inter-Dept. Transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	12/10/2008 08:56 AM	APRV
2	Erika Reyna	Erika Reyna	12/10/2008 02:33 PM	APRV
3	Auditor's Office	Linda Fong	12/12/2008 11:27 AM	APRV
4	Purchasing Department	Marty Salazar	12/12/2008 12:38 PM	APRV

Form Started By: Norma Ceballos Started On: 12/09/2008 03:22 PM

Final Approval Date: 12/12/2008

INTER-DEPARTMENTAL TRANSFER

DATE: December 16, 2008

DEPARTMENT HEAD: Joe M. Flores, Commissioner

DEPARTMENT NAME: Hidalgo County Precinct #3

ACCOUNT NUMBER: 8-1310-431-00-123-XXX-X-XXX

SUBJECT: **Inter-departmental Transfer/s (increase/decrease)**

Honorable Commissioners' Court of Hidalgo County:

I submit for your consideration the following Inter-departmental transfer/s (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C Section 111.070, Subsection C.

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
FROM:		
8-1310-431-00-123-061-0-312	Hilda/Ester Indirect Cost	**402.28**
8-1310-431-00-123-062-0-312	La Palma-Indirect Cost	**782.55**
TO:		
8-1310-431-00-123-462-0-339	Basham 16 /Ext Co. Other Prof Serv.	**$ 1,184.83**
	Total Budget (Increase/Decrease)	**0.00**

REASON: For Construction Material Testing Work Auth.

Department Head Signature

Date

Approved Commissioners' Court

Attest County Clerk

AI-12790 **20.A.**

Permit - Pct. 4 Irr. Dist 2

CC REGULAR

Date:	12/16/2008
Submitted By:	Monica Badillo, BUDGET & MANAGEMENT
Department:	BUDGET & MANAGEMENT
Agenda Category:	Precinct #4

Information

CAPTION

Approval of drainage outfall permit - Irrigation District No. 2 (Lot 14, Block 51, Alamo Land and Sugar Co. Subdivision - Kaylen Heights)-Pct. #4

BACKGROUND

Drainage Improvement Project - Fee of $1,425.00

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1204-431-00-124-036-0-733

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

BUDGETARY IMPACT:

Available balance as of 12-12-08 $264,600.00

Attachments

Link: permit

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	12/11/2008 03:04 PM	APRV
2	Manuel Chapa	Manuel Chapa	12/12/2008 01:58 PM	APRV
3	Auditor's Office		12/12/2008 05:24 PM	NEW
Form Started By: Monica Badillo			Started On: 12/10/2008 04:34 PM	
Final Approval Date: 12/12/2008				

PERMIT #_____

PERMIT

Hidalgo County Irrigation District No. 2 (DISTRICT), for and in consideration of the receipt of fees and other agreements contained herein, does hereby grant a Permit to **County of Hidalgo**, (PERMITTEE) to cross a District facility at (lot, block and subdivision; and nearest street or attach a drawing): **Lot 14, Block 51, Alamo Land and Sugar Co. Subdivision**, With (type of utility) **30" Storm Sewer Line**, According to the following specification:

All, utilities, pipelines, cables, etc. will cross under the District's irrigation lines leaving a minimum clearance of 24 inches between the District's pipeline and the utility and allowing for maintenance and repair excavation of at least 10 feet either side of the center line of the irrigation line to the depth of the bottom of the irrigation line.

Borings under concrete lined canals shall be a minimum of 5 feet between the bottom of the canal lining and the top of the casing. All borings under concrete lined canals will require the installation of an impermeable liner in the canal 100 feet upstream and downstream from the centerline of the bore. Borings under earthen canals should be a minimum of 7 feet between the bottom of the canal and the top of the casing. No void between bore hole and casing or bore hole and utility is allowed. All voids must be backfilled with flowable fill.

All utilities, pipelines, cables, etc. will cross under the District's drainage ditches leaving a minimum clearance of 5 feet between the top of the installation and the bottom of the ditch. The location of the installation should be permanently marked on both sides of the drainage ditch R.O.W.

All hazardous utilities shall be marked by a permanent sign to indicate type of utility, contact numbers and location of said facility.

All installations crossing the District's irrigation lines or installed within the District's easements or right-of-way must be inspected by a representative of the District prior to back fill.

All backfill shall be tamped in 6 inch layers to a condition comparable to adjacent, undisturbed material. PERMITTEE shall correct any future settlement in area of excavation.

The lowest conductor of all overhead power lines will clear the surface of the dirt road on the canal berm by a height of no less than 48 feet at all times and at least two signs will be placed in conspicuous places along the canal or drainage ditch warning of the existence of the overhead line.

The right-of-way must be cleared of trash and excess dirt and left in a neat, clean condition upon completion of this installation.

PERMIT #_____

The issuance of this Permit grants PERMITTEE permission to work within District right-of-way for the purpose of the Permit, but does not guarantee PERMITTEE a route free of obligation such as utility lines, whether privately or commercially owned. In order to prevent damage to these utilities, it will be the PERMITTEE'S responsibility to contact the various utility companies or private owners for the exact location of any facilities that may be in the path of PERMITTEE'S proposed work.

District shall not be liable or responsible for, and shall be saved and held harmless by PERMITTEE, from and against any and all claims and damages of every kind, for injury to or death of any person or persons and for damages to or loss of property personal or real, arising out of or attributed, directly or indirectly, to the operations of PERMITTEE under the Permit.

PERMITTEE agrees to reimburse District any expense incurred by District relating to cost of supervision of any project or work by PERMITTEE hereunder, and other reasonable out-of-pocket expenses incurred by District in connection with granting and supervision of this Permit.

In the event District requires PERMITTEE'S utility to be relocated or adjusted in the future, PERMITTEE agrees to relocate or adjust same at no cost or expense to the District.

This Permit shall expire and terminate 365 calendar days following cessation of use of the premises by PERMITTEE for the purposes provided for herein. Otherwise this Permit shall expire 40 years following the effective date of this Permit.

This Permit shall become effective _____

Juan D. Salinas, III
PERMITTEE(PRINT/TYPE NAME)

_____
SIGNATURE

Hidalgo County Judge
TITLE

100 E. Cano, 2nd Floor, Edinburg, Tx 78539
ADDRESS

_____

(956) 318-2600
PHONE

ACCEPTED
Hidalgo County Irrigation District No. 2

BY:_____
GENERAL MANAGER

Board of Directors

Allen Arnold, *President*
J.D. Dreibelbis, *Vice-President*
Bert Forthuber, *Secretary*
Karl Obst, *Asst. Secretary*
M.G. Dyer, *Member*

Sonny Hinojosa, General Manager

Hidalgo County Irrigation District Number Two

P.O. Box 6, San Juan, Texas 78589 (956) 787-1422 FAX (956) 781-7622

FAX COVER SHEET

DATE: 12/10/08

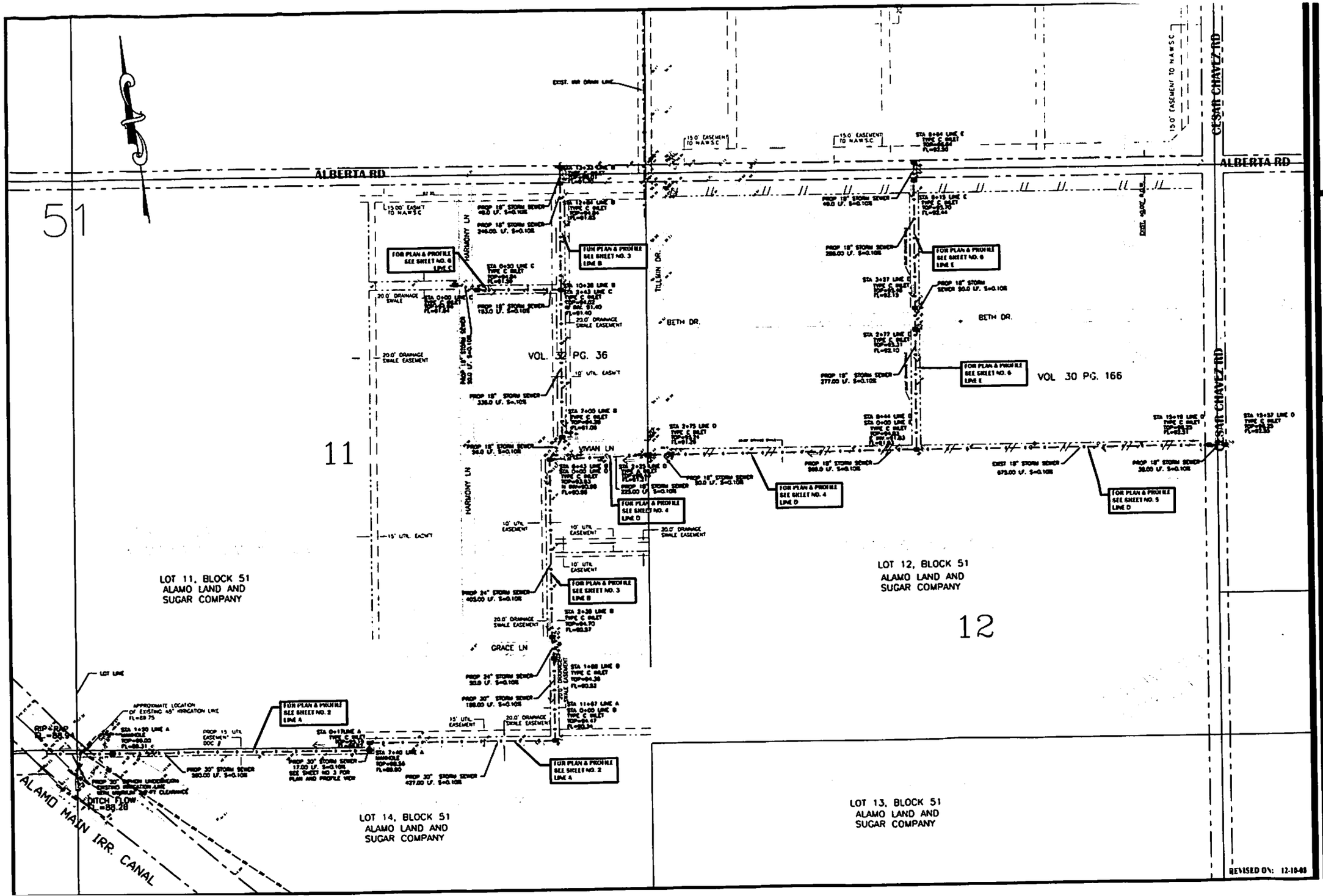
TO: Gloria

FAX: 381-5905

FROM: Bert Wessling

The HCID#2 charges a fee of $15.00 per linear foot for crossing permits. The fee for the proposed Kaylen Heights drainage outfall would be $ 1,425.00 based on the 95' drain line crossing.

NUMBER OF PAGES INCLUDING COVER: 1



HIDALGO COUNTY
PLANNING DEPARTMENT
RAUL E. SESIN, P.E., C.F.M.
PLANNING ADMINISTRATOR

PRECINCT 4 DRAINAGE PROJECT

KAYLEN HEIGHTS PH II AND PH III

DRAINAGE IMPROVEMENTS

OVERALL PROJECT INFORMATION

STATE OF TEXAS
RAUL E. SESIN
68374
LICENSED PROFESSIONAL ENGINEER

12/10/08

DATE E. SESIN P.E. NO. 68374

1 OF 1

AI-12829 **21.5.**

Options for Renovations to the Hidalgo County Courthouse Project
CC REGULAR

Date:	12/16/2008
Submitted By:	Marty Salazar, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department
Purchasing only:	Hidalgo County

Information

CAPTION

Presentation for discussion, consideration and applicable action related to the "As Built drawings of the existing Courthouse to includes Annexes and the surrounding Parking Areas & Sidewalks Project" including, but not limited to the following options and recommendations:
A. Proceed with completing the current on-going process of selection of the architect and continue to finalize negotiations with the number one ranked firm of ERO International, Inc. subject to all Hidalgo County's forms of agreement (as previously agreed by ERO) including compliance with all requirements and insurances with description and acceptance by CC of the Phases (described in detail by ERO in proposed scope of work/services/time lines/fees and percentages applicable of said phases);
B. Cancel the above project related to the "As Built...etc.", for the Courthouse so as to focus, concentrate and determine the final costs, construction time lines including occupancy associated with the current renovations to the former administration building located at 100 E. Cano, Edinburg, Texas; and, if approved;
C. Proceed to send notice to the architect firm of ERO International, Inc. of the County's cancellation of the project and cease negotiations.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Funding source will be identified once contract negotiations are finalized with awarded firm and final contract is ready to be executed.

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department (Originator)	Marty Salazar	12/12/2008 01:30 PM	APRV
2	Budget & Management	Veronica Lopez	12/12/2008 01:40 PM	APRV

3	Dale Kennan	Dale Kennan	12/12/2008 02:21 PM	APRV
4	Auditor's Office		12/12/2008 05:24 PM	NEW

Form Started By: Marty Salazar

Started On: 12/11/2008 02:32 PM

Final Approval Date: 12/12/2008

AI-12810 **21.6.**

Individual Stop Loss

CC REGULAR

Date:	12/16/2008
Submitted By:	Vangie Garcia, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department
Purchasing only:	Hidalgo County

Information

CAPTION

Presentation to Hidalgo County Commissioners Court by Alamo Insurance Group on status of the "Individual Stop Loss".

BACKGROUND

Presentation by Alamo Insurance, Hidalgo County health benefits consultant on the status of the options approved by CC on 10/28/08 in connection with Individual Stop Loss coverage that is currently offered by ING, including, but not limited to:

A. exercise the County's s option to renew/extend an additional one (1) year subject to carrier's rates remaining unchanged; and/or,

B) authority to advertise if rates changed.

Fiscal Impact

FISCAL YEAR: **ACCT. #:** 8-2201-415-00-115-010-0-524

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

BUDGETARY IMPACT:

Available balance is $158,271.29 as of 12/11/08. Original Budget of $1,300.000.00, assume similar funding in 2009.

Attachments

Link: C-07-126A-12-05 ING-ReliaStar Life Insurance Co. (Group Term Life and AD&D)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	12/11/2008 02:04 PM	APRV
2	Budget & Management	Veronica Lopez	12/11/2008 03:29 PM	APRV
3	Dale Kennan	Dale Kennan	12/11/2008 04:53 PM	APRV
4	Auditor's Office	Linda Fong	12/12/2008 12:12 PM	APRV

Form Started By: Vangie Garcia — Started On: 12/11/2008 08:59 AM

Final Approval Date: 12/12/2008

RELIASTAR LIFE INSURANCE COMPANY

Home Office, Minneapolis, Minnesota 55440

EXCESS RISK SCHEDULE

C-07-126A-12-05

Plan Sponsor: Hidalgo County
Plan Sponsor Group No: 66028-1
Contract Period: From February 1, 2008 through January 31, 2009
Third Party Claim Administrator Name: BlueCross BlueShield (TX Healthcare Service Corporation)

☒ **INDIVIDUAL EXCESS RISK (coverage provided if checked)**

BENEFITS TO BE COVERED:
☒ Medical ☒ Other (please specify): Prescription Drugs

CONTRACT BASIS:
☐ Incurred and paid in 12 months
☐ Incurred in 15 months and paid in 12 months
☐ Paid in 12 months
☐ Incurred in 12 months and paid in 15 months
☒ Incurred in 12 months and paid in 12 months
☐ Other:

Individual Deductible: ☒ Yes ☐ No
$100,000.00 per Individual

Lasered individuals as identified in the disclosure process: N/A

True Family Deductible: ☐ Yes ☒ No
$ per Family

Aggregating Individual Deductible: ☐ Yes ☒ No
$ (Individual Excess Risk must be elected)

Benefit Percentage 100%

ReliaStar Life's:
Maximum Individual Annual Benefit: $N/A
Maximum Individual Lifetime Benefit: $2,000,000.00 minus the Individual Deductible

Monthly premium rates: $27.60 Employee
$60.85 Employee + Family

Optional (will apply if checked)
☐ Advance Funding
☒ Terminal Liability
☐ Laser Free Renewal Option for renewal. Maximum renewal increase for limited to %.

Minimum Enrollment Required for Renewal of Coverage: 100 Employees Covered for Medical.

Covered Individuals are defined in the Employee Benefit Plan with the exception of: N/A

Coverage Exclusions and Limitations defined in this policy will apply with the exception of: N/A

Waiver of Actively at Work Requirement: The employees' actively at work requirements are waived, on the effective date of ReliaStar's coverage, for those employees who have been covered under the Plan Sponsor's self-funded Plan of Benefits.

Premium Due Date: Individual Excess Risk is due the first day of each policy month.

Approved for ReliaStar Life: Date: 4/15/08 By: [signature]

Group Name: Hidalgo County
Group Number: 66028-1

ER03ST20

RELIASTAR LIFE INSURANCE COMPANY

Home Office: Minneapolis, Minnesota 55440

GROUP POLICY NUMBER: 66028-1EXRSK

EFFECTIVE DATE: February 1, 2008

ANNIVERSARY DATE: February 1

PLAN SPONSOR: Hidalgo County

THIS IS NOT A POLICY OF WORKERS' COMPENSATION INSURANCE. THE PLAN SPONSOR DOES NOT BECOME A SUBSCRIBER TO THE WORKERS' COMPENSATION SYSTEM BY PURCHASING THIS POLICY, AND IF THE PLAN SPONSOR IS A NON-SUBSCRIBER, THE PLAN SPONSOR LOSES THOSE BENEFITS WHICH WOULD OTHERWISE ACCRUE UNDER THE WORKERS' COMPENSATION LAWS. THE PLAN SPONSOR MUST COMPLY WITH THE WORKERS' COMPENSATION LAW AS IT PERTAINS TO NON-SUBSCRIBERS AND THE REQUIRED NOTIFICATIONS THAT MUST BE FILED AND APPROVED.

ReliaStar Life Insurance Company (ReliaStar Life) agrees to pay the benefits stated in this Policy at its Home Office when it receives proof of a valid claim.

This Policy is issued in consideration of the Plan Sponsor's Application and payment of premiums when due. A copy of the Plan Sponsor's Application is attached and forms a part of this Policy.

This Group Policy is effective on the Effective Date for an initial Policy Year ending February 1, 2009. Policy Months and subsequent Policy Years are determined from the Anniversary Date. All periods of insurance will begin and end at 12:01 a.m. Standard Time at the Plan Sponsor's place of business.

The first premium is due and payable in full on the Effective Date. Each subsequent premium is due and payable in full on its respective Premium Due Date.

ReliaStar Life, in performing its obligations under this Policy, is limited in its obligations to those described herein. ReliaStar Life is not a party to, nor a guarantor of, the self-funded benefits which are provided by the Plan Sponsor. ReliaStar Life is not a Plan Administrator or Fiduciary with respect to any such Plan as those terms are used in the Employee Retirement Income Security Act of 1974.

The Plan Sponsor understands the liability assumed under the portion of the Employee Benefit Plan which he is self-insuring and further understands that he is exempted from Article 1.14-1 of the Texas Insurance Code only if a qualified Employee Benefits Plan has been filed and meets the requirements of ERISA.

This Group Policy is delivered in the state of Texas and is governed by its laws.

Executed at Minneapolis, Minnesota on April 28, 2008.

President

Registrar

Secretary

This Group Policy Provides
Individual Excess Risk Insurance

Noncontributory

Nonparticipating

ER03TX90

C-07-126A12-05

ING - Excess Risk Insurance

Hidalgo County

COUNTY OF HIDALGO

Juan D. Salinas, III County Judge

ATTEST:

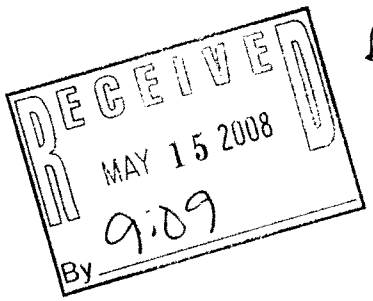
Arturo Guajardo, III, County Clerk

ING

EMPLOYEE BENEFITS

Gayle York
Account Manager

Direct: 972.419.5772
Email: gayle.york@us.ing.com



Delivered by Fred
10.V.

May 12, 2008

Fred Reyna
Hidalgo County
2818 S. Business Highway 281
Edinburg, TX 78541

Re: Excess Risk Insurance, Group No. 66028-1

Dear Fred:

Enclosed is the Excess Risk Insurance contract effective February 1, 2008. Please retain this in your files. Should you have any questions, please do not hesitate contacting me.

Sincerely,

Gayle York

Gayle York
Account Manager

Enc.

Cc: Robert Garza, The McAfee Agency

15455 Dallas Parkway, Suite 1250
Addison, TX 75001
Toll Free: 800.955.6965

Tel.: 972.419.5760
Fax: 972.419-5781

ReliaStar Life Insurance Company, a member of the ING family of companies.

RELIASTAR LIFE INSURANCE COMPANY

Home Office, Minneapolis, Minnesota 55440

EXCESS RISK SCHEDULE

Plan Sponsor: Hidalgo County
Plan Sponsor Group No: 66028-1
Contract Period: From February 1, 2008 through January 31, 2009
Third Party Claim Administrator Name: BlueCross BlueShield (TX Healthcare Service Corporation)

☒ **INDIVIDUAL EXCESS RISK (coverage provided if checked)**

BENEFITS TO BE COVERED:
☒ Medical ☒ Other (please specify): Prescription Drugs

CONTRACT BASIS:
☐ Incurred and paid in 12 months
☐ Incurred in 15 months and paid in 12 months
☐ Paid in 12 months
☐ Incurred in 12 months and paid in 15 months
☒ Incurred in 12 months and paid in 12 months
☐ Other:

Individual Deductible: ☒ Yes ☐ No
$100,000.00 per Individual

Lasered individuals as identified in the disclosure process: N/A

True Family Deductible: ☐ Yes ☒ No
$ per Family

Aggregating Individual Deductible: ☐ Yes ☒ No
$ (Individual Excess Risk must be elected)

Benefit Percentage 100%

ReliaStar Life's:
Maximum Individual Annual Benefit: $N/A
Maximum Individual Lifetime Benefit: $2,000,000.00 minus the Individual Deductible

Monthly premium rates: $27.60 Employee
$60.85 Employee + Family

Optional (will apply if checked)
☐ Advance Funding
☒ Terminal Liability
☐ Laser Free Renewal Option for renewal. Maximum renewal increase for limited to %.

Minimum Enrollment Required for Renewal of Coverage: 100 Employees Covered for Medical.

Covered Individuals are defined in the Employee Benefit Plan with the exception of: N/A

Coverage Exclusions and Limitations defined in this policy will apply with the exception of: N/A

Waiver of Actively at Work Requirement: The employees' actively at work requirements are waived, on the effective date of ReliaStar's coverage, for those employees who have been covered under the Plan Sponsor's self-funded Plan of Benefits.

Premium Due Date: Individual Excess Risk is due the first day of each policy month.

Approved for ReliaStar Life: Date: 4/15/08 By: _____

Group Name: Hidalgo County
Group Number: 66028-1

ING
EMPLOYEE BENEFITS
20 Washington Avenue South
Minneapolis, MN 55401

GROUP POLICY

Hidalgo County

Group Benefit Plan: 0066028-1
Hidalgo County Hidalgo County Stoploss - Account 6

INITIAL PREMIUM RATE NOTIFICATION

MODE OF PAYMENT	EFFECTIVE
Monthly	02/01/2008

COVERAGE	PREMIUM RATES
Individual Excess Risk Employee	$ 27.60
Individual Excess Risk Employee + Family	60.85

Please see corresponding Excess Risk Schedule for plan specifications.

Dallas Office/2

Produced on: 04/15/2008

All products and services provided by ReliaStar Life Insurance Company or ReliaStar Life Insurance Company of New York.

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IMPORANT NOTICE

To obtain information or make a complaint:

You may call Reliastar's toll-free telephone number for information or to make a complaint at

1-800-323-4900

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at

1-800-252-3439

You may write the Texas Department of Insurance

P. O. Box 149104
Austin, TX 78714-9104
FAX # (512) 474-1771

PREMIUM OR CLAIM DISPUTES: Should you have a dispute concerning your premium or about a claim you should contact Reliastar first. If the dispute is not resolved, you may contact the Texas Insurance Department.

ATTACH THIS NOTICE TO YOUR POLICY: This notice does not become a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener información o para someter una queja:

Usted puede llamar al número de teléfono grátis de ReliaStar Lifepara información o para someter una queja al

1-800-323-4900

Puede comunicarse con el Departmento de Seguros de Texas para obtener información acerca de compañías, coberturas, derechos o quejas al

1-800-252-3439

Puede escribir al Departmento de Seguros de Texas

P. O. Box 149104
Austin, TX 78714-9104
FAX # (512) 474-1771

DISPUTAS SOBRE PRIMAS O RECLAMOS: Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con ReliaStar Life primero. Si no se resuelve la disputa, puede entonces comunicarse con el departmento (TDI).

UNA ESTE AVISO A SU POLIZA: Esta aviso es sólo para propósito de informacín y no se convierte en parte o condición del documento adjunto.

DEFINITIONS

CLAIM PAYOR means a Third Party Claim Payor as defined in the Miscellaneous Provisions section of this Policy, or the Plan Sponsor if no Third Party Claim Payor has been designated to pay claims for the Plan Sponsor's Employee Benefit Plan.

CONTRACT PERIOD means the time period specified in the Excess Risk Schedule and used in determining a Plan Sponsor's eligibility for benefits under this Policy. The initial Contract Period for a Plan Sponsor is also shown in the Plan Sponsor's Application. Subsequent Contract Periods are shown on a separate Excess Risk Schedule.

COVERED INDIVIDUAL means an Employee or a Dependent of an Employee.

DEPENDENT means, subject to the limitations of this Policy, an Employee's dependent who is covered by the terms of the Employee Benefit Plan. If an Employee acquires an additional dependent who is covered under the terms of the Employee Benefit Plan, coverage will be provided under this Policy for expenses incurred by the Plan Sponsor on behalf of the Dependent.

EMPLOYEE means, except as may be provided in the Plan Sponsor's Excess Risk Schedule and subject to the limitations of this Policy, an individual who is:

- covered by the terms of the Employee Benefit Plan;
- actively at work; and
- primarily employed with or a member of the Plan Sponsor.

Coverage will not be effective under this Policy for expenses incurred by the Plan Sponsor on behalf of an Employee until the Employee has reported for active work on a regular working day on or after the later of the Effective Date of:

- the Plan Sponsor's Policy; or
- the Employee's coverage under the Employee Benefit Plan.

EMPLOYEE BENEFIT PLAN means a self-funded plan of benefits which the Plan Sponsor provides for eligible Employees and their eligible Dependents. The benefits are described in a written document. A copy of the document which describes the plan in effect on the Effective Date of a Plan Sponsor's Policy is attached to the Application. Amendments to the Employee Benefit Plan will be included when they occur only to the extent provided in the Material Changes Affecting the Employee Benefit Plan section of this Policy.

EXPECTED CLAIMS RATE means the amount of Expected Claims per month per Unit. The initial Expected Claims Rate(s) is (are) as stated in the Excess Risk Schedule. ReliaStar Life will redetermine the Expected Claims Rate on each anniversary of the Effective Date of the Plan Sponsor's coverage hereunder and on the effective date of each material change to the Employee Benefit Plan.

EXPERIMENTAL OR INVESTIGATIONAL means the use of any treatment, procedure, facility, equipment, drug, device or supply not accepted as standard medical treatment of a condition or illness, or any of such items requiring federal or other government agency approval not granted at the time services are provided.

INCURRED means the date on which services relating to an Eligible Excess Risk Expense were provided to a Covered Individual under the Plan Sponsor's plan.

MAXIMUM INDIVIDUAL LIFETIME BENEFIT means the maximum amount of eligible Excess Risk expenses ReliaStar Life will pay to a Plan Sponsor on behalf of a Covered Individual over the lifetime of that individual. This amount will not be affected by any restoration of an individual's lifetime maximum by the Plan Sponsor under the Employee Benefit Plan, nor by a change of the Plan Sponsor's Third Party Claim Payor.

PLAN SPONSOR means the organization described in the Application which is approved for coverage by ReliaStar Life under this Policy.

RELIASTAR LIFE means ReliaStar Life Insurance Company at its Home Office in Minneapolis, Minnesota.

UNIT means, with respect to Medical, Dental, Vision and Prescription Drug coverage, an Employee, an Employee with Dependents, or such other defined Unit as set forth in the Excess Risk Schedule. With respect to Short Term Disability Income coverage, Unit means $10 in Disability Income Benefits.

MISCELLANEOUS PROVISIONS

PREMIUMS: The initial premium rates are stated in the Excess Risk Schedule. ReliaStar Life may change the premium rates:

- whenever the Plan Sponsor amends or materially changes the Employee Benefit Plan; and
- when this Policy is amended.

The premium rates may also be changed on any premium due date after the first Contract Period.

PAYMENT OF PREMIUMS: Premiums for Excess Risk Insurance are payable by the Plan Sponsor to ReliaStar Life at its Home Office no later than the Premium Due Date specified in the Excess Risk Schedule.

GRACE PERIOD AND TERMINATION: A grace period without interest charge will be allowed for payment of all or part of any premium after the first premium. The grace period for payment of a premium is the 31 calendar days beginning with its due date.

POLICY TERMINATION: This Policy will terminate on the earliest of the following dates:

A. The premium due date if any Aggregate Excess Risk premium remains unpaid at the expiration of the grace period.

B. The end of the grace period if any Individual Excess Risk premium remains unpaid at the expiration of the grace period.

C. The date ReliaStar Life receives written termination notice from the Plan Sponsor if such notice is received by ReliaStar Life during the grace period for an unpaid premium.

D. The premium due date next following receipt by the Plan Sponsor of written notice from ReliaStar Life that the coverage is to be terminated.

E. The effective date of termination of all of the coverage under the Employee Benefit Plan or Trust established by the Plan Sponsor.

F. The date the Plan Sponsor ceases to self-fund the Employee Benefit Plan or Trust in favor of any other form of insurance or funding mechanism.

G. The date specified by ReliaStar Life, if ReliaStar Life elects to terminate the Policy under the Material Changes in the Employee Benefit Plan section of this Policy.

H. The date specified by ReliaStar Life, if ReliaStar Life elects to terminate the Policy under the Third Party Claim payor section of this Policy.

ReliaStar Life will not refund any portion of the premium paid by a Plan Sponsor whose coverage terminates during a Contract Period.

DATA REQUIRED: By the 20th day of each month, the Plan Sponsor will submit to ReliaStar Life, if requested, all proofs, reports, and supporting documents including, but not limited to:

- A monthly summary of all eligible claims payments processed by the Plan Sponsor; and
- The total number of Units covered under the Employee Benefit Plan during the prior month.

The Plan Sponsor will be responsible for the investigation, auditing, calculating and payment of all claims under the Employee Benefit Plan. The Plan Sponsor will keep appropriate records regarding the administration of the Employee Benefit Plan. The Plan Sponsor's records must be available to ReliaStar Life to determine Employee Benefit Plan benefits, proof of claim, and proof of payment of Employee Benefit Plan benefits. The Plan Sponsor shall allow ReliaStar Life or its authorized agent to review and copy, during normal business hours, all records affecting its liability under the Policy.

CLAIM AUDIT: ReliaStar Life may periodically examine any of the Plan Sponsor's records relating to the benefits under the Policy and any claims filed under the Employee Benefit Plan. ReliaStar Life has the right to audit all claims with respect to Eligible Excess Risk Expenses paid under the Employee Benefit Plan, in the event a claim for benefits is made under this Policy.

MISCELLANEOUS PROVISIONS (CONTINUED)

CLERICAL ERROR: Clerical error, whether by the Plan Sponsor, a Third Party Administrator, or by ReliaStar Life in keeping any records pertaining to the coverage, will not invalidate coverage otherwise validly in force or continue coverage otherwise validly terminated. However, upon discovery of such error or delay an equitable adjustment of premiums will be made. In the event that claims data and/or enrollment information furnished to ReliaStar Life is missing or incorrect, ReliaStar Life has the right to recalculate the Expected Claims Rate(s) and Individual Excess Risk Monthly Premium Rate as shown on the Excess Risk Schedule using the corrected information.

ENTIRE CONTRACT: The entire contract between the parties shall be composed of:

- The Policy;
- The Application of the Plan Sponsor (a copy of which is attached to this Policy when issued); and
- The Excess Risk Schedule.

Unless fraudulent, all statements made by the Plan Sponsor shall be deemed representations and not warranties. No such statement shall be used in defense to a claim under this Policy unless it is contained in the written Application.

PAYMENT OF CLAIMS: All benefits as they become payable under the Policy will be paid to the Plan Sponsor submitting the claim.

NOTICE OF CLAIM: The Plan Sponsor or the Third Party Administrator must make notice of claim within 90 calendar days after the end of the Contract Period. ReliaStar Life may deny any claims received after the end of the 90 calendar day period.

CONFORMITY WITH STATE STATUTES: Any time limitation of this Policy that is less than that allowed by the law of the state in which the subscribed resides will be extended to agree with the minimum period allowed by such law. These time limitations apply to:

- Giving notice of claim.
- Furnishing proof of loss.
- Bringing action.

POLICY AMENDMENTS: ReliaStar Life may amend this Policy on any renewal date.

NON-PARTICIPATING: This Policy shall not be entitled to share in the surplus earnings of ReliaStar Life.

EMPLOYEE BENEFIT PLAN AMENDMENTS: A Plan Sponsor must give written notice of any amendment to the Employee Benefit Plan to ReliaStar Life at its Home Office prior to the effective date of the amendment. If the amendment changes the benefits under the Employee Benefit Plan, the Plan Sponsor's Expected Claims Rate(s) and Individual Excess Risk Monthly Premium Rate as shown on the Excess Risk Schedule will be recalculated. Any revision to the Plan Sponsor's Expected Claims Rate(s) or Individual Excess Risk Monthly Premium Rate due to an amendment will become effective on the effective date of the amendment. If ReliaStar Life does not receive notice from the Plan Sponsor prior to the effective date of the Plan amendment, ReliaStar Life will determine if benefits are payable based on the Plan Sponsor's Expected Claims Rate(s) and Individual Excess Risk Monthly Premium Rate calculated without the amendment or (2) with the amendment, whichever is greater.

REIMBURSEMENT: The Plan Sponsor's rights under the Employee Benefit Plan to recover sums paid during the Contract Period on behalf of a Covered Individual are assigned to ReliaStar Life to the extent of any benefits paid under this Policy. Within 10 days of initiating any action of recovery, the Plan Sponsor shall notify ReliaStar Life of its action, and ReliaStar Life shall have the right to intervene in any suit or other proceeding to protect its reimbursement rights. Any recovery, whether by settlement, judgement, or otherwise, shall be treated as a reduction of Eligible Expenses paid by the Plan Sponsor for the Contract Period during which it was reported and ReliaStar Life shall be entitled to receive full reimbursement to the extent of benefits paid under the Policy.

LEGAL ACTION: This Policy is deemed made in the state in which the Plan Sponsor is located, based on its principal office. Any lawsuits brought by either party against the other related to this Policy must be brought in that state and settled according to its laws.

MISCELLANEOUS PROVISIONS (CONTINUED)

REQUIREMENTS TO RENEW COVERAGE: The Plan Sponsor's coverage will be continued in force, subject to any Policy Amendments, with the continued payment of premiums if all of the following requirements are met:

A. The number of Employees enrolled in the Employee Benefit Plan is equal to 100, or the minimum enrollment required for renewal of coverage as shown on the Excess Risk Schedule, whichever is greater;
B. At least 75% of all eligible Employees are enrolled in the Employee Benefit Plan or an available HMO plan if contributory, or 100% of all eligible Employees are enrolled in the Employee Benefit Plan or an available HMO plan if non-contributory;
C. ReliaStar Life has approved the Third Party Claim Payor, if any, selected by the Plan Sponsor to administer claims under the Employee Benefit Plan; and
D. The Plan Sponsor has not received notice from ReliaStar Life that coverage will be terminated as stated in paragraph (D) of the Policy Termination section above.

MATERIAL CHANGES AFFECTING THE EMPLOYEE BENEFIT PLAN: The Plan Sponsor must give written notice, prior to or as soon thereafter as reasonably possible, of any material change affecting the Employee Benefit Plan to ReliaStar Life at its Home Office. In the case of a change affecting the language of the Employee Benefit Plan, written notice must be given before the effective date of the change. For purposes of this provision, ReliaStar Life will determine the materiality of any change. A material change includes but is not limited to any change in the Plan Sponsor's business or Employee Benefit Plan that alters:

- the type or amount of benefits provided;
- the terms or conditions for eligibility or participation; or
- any other change in the Plan Sponsor's business or Employee Benefit Plan that materially alters ReliaStar Life's risk under this Policy.

If the Plan Sponsor amends the Employee Benefit Plan or changes its business so as to materially alter ReliaStar Life's risk under this Policy, ReliaStar Life will have the right, at its option, to recalculate the Expected Claims Rate(s) and Individual Excess Risk Monthly Premium Rate as shown on the Excess Risk Schedule and to continue the Plan Sponsor's Policy, or to terminate the Plan Sponsor's coverage. If ReliaStar Life elects to continue the Plan Sponsor's coverage, the new Expected Claims Rate(s) and Individual Excess Risk Monthly Premium Rate will be effective on the date specified by ReliaStar Life.

THIRD PARTY CLAIM PAYOR means a firm or person which has entered into a written agreement with the Plan Sponsor to pay claims for the Employee Benefit Plan and is a claim payor which has been approved by ReliaStar Life. The duties of the Third Party Claim Payor under this Policy are described in the Third Party Claim Payor Responsibilities section of this Policy.

THIRD PARTY CLAIM PAYOR RESPONSIBILITIES: If claims are paid by a Third Party Claim Payor, ReliaStar Life may require the Plan Sponsor to provide any information possessed by the Third Party Claim Payor and required to administer the coverage, including, but not limited to:

- with respect to Aggregate Excess Risk Insurance, a monthly report showing the total amount of claims paid (on a form designated by ReliaStar Life);and
- with respect to Individual Excess Risk Insurance, a claim report (on a form designated by ReliaStar Life) for any Covered Individual who exceeds the Individual Excess Risk Deductible applicable to such Covered Individual.

ReliaStar Life may periodically examine any of the Third Party Claim Payor's records relating to the insurance under this Policy and any claims filed under the Employee Benefit Plan in the event a claim for benefits is made under this Policy.

CHANGE IN THIRD PARTY CLAIM PAYOR: If the Plan Sponsor decides to change its claim payment arrangement, whether to contract with a new Third Party Claim Payor or to begin functioning as the Third Party Claim Payor, it must give ReliaStar Life at least 60 days advance notice of such change in order to allow adequate time for ReliaStar Life's review and approval of the change in Third Party Claim Payor. The Plan Sponsor's Policy will terminate on the date of such change if ReliaStar Life does not approve the new Third Party Claim Payor.

INDIVIDUAL EXCESS RISK INSURANCE

AMOUNT OF BENEFIT PAYABLE

The Individual Excess Risk benefit payable is subject to ReliaStar Life's Maximum Individual Lifetime Benefit shown on the Excess Risk Schedule and shall be equal to the product of:

A. the Benefit Percentage multiplied by

B. the amount of eligible benefits paid to or on behalf of a Covered Individual under the Employee Benefit Plan during the Contract Period which exceeds the Individual Excess Risk Deductible.

The Benefit Percentage, Individual Excess Risk Deductible and Contract Period are shown on the Excess Risk Schedule.

ELIGIBLE INDIVIDUAL EXCESS RISK EXPENSES

Eligible Individual Excess Risk Expenses are those incurred and paid in the time periods listed on the Excess Risk Schedule for the applicable Contract Period. The claims basis and rates for Excess Risk coverage apply to the Contract Period shown in the Excess Risk Schedule. A separate Excess Risk Schedule applies to each new Contract Period.

Eligible Individual Excess Risk Expenses are the benefits which ReliaStar Life's audit has determined to be properly paid by the Plan Sponsor. Such benefits must be paid during the Contract Period to or on behalf of a Covered Individual according to the terms of the Employee Benefit Plan. However, these expenses are subject to both the Coverage Exclusions and Limitations section of this Policy and the Excess Risk Schedule. ReliaStar Life's claim audit procedures are contained in the Miscellaneous Provisions of this Policy.

An Eligible Individual Excess Risk Expense is deemed to be "paid" as of the date a draft or check is mailed, or the date the wire or other legal electronic transfer of funds has been issued by the Employee Benefit Plan to the Covered Individual or his or her assignee. Mailing includes deposit of the check or draft in the U.S. mail or delivering the check or draft for transmission by any other usual means.

WHEN BENEFITS WILL BE PAID

Individual Excess Risk benefits will be paid when a Covered Individual has exceeded the Individual Excess Risk Deductible during the Contract Period shown on the Excess Risk Schedule, subject to all limitations and conditions in the Excess Risk Policy.

TO WHOM BENEFITS WILL BE PAID

Individual Excess Risk Benefits will be paid to the Plan Sponsor. ReliaStar Life will not make payment directly to any Covered Individual or benefit provider. The Plan Sponsor is not to represent ReliaStar Life as the insurer of benefits provided by the Employee Benefit Plan.

INDIVIDUAL EXCESS RISK INSURANCE

COVERAGE EXCLUSIONS AND LIMITATIONS

Eligible Excess Risk Expenses shall not include the following, whether or not such expenses are covered under the Employee Benefit Plan, unless otherwise specifically included in the Excess Risk Schedule:

A. benefits paid for occupational injury or sickness, including benefits eligible for payment under a worker's compensation or similar law whether or not the Plan Sponsor has elected to provide such coverage;

B. benefits which are not eligible expenses under the terms of the Employee Benefit Plan;

C. benefits paid under the Employee Benefit Plan which are in excess of reasonable and customary charges;

D. expenses incurred prior to the Effective Date of the Plan Sponsor's Policy;

E. the cost of claim administration and any expense of litigation with individual claimants;

F. punitive or other damages assessed against the Plan Sponsor, Third Party Claim Payor, or any other party associated with the Employee Benefit Plan;

G. charges for treatment not required because of sickness or accidental injury;

H. charges for treatment not recommended and approved by a physician, as the term "physician" or its equivalent is defined under the Employee Benefit Plan;

I. benefits paid for expenses incurred by individuals who are U.S. Citizens and are assigned outside of the U.S. or traveling outside of the U.S., except in emergency situations. Emergency situations are defined as instances of a serious injury, the onset of a serious condition which requires immediate medical intervention to prevent death, a serious impairment of health, or the potential for imminent dangerous activity by the individual to self or others. Emergencies do not include elective care or care of minor illness or injury. Individuals who are Foreign Nationals temporarily located in the U.S. and receiving a W-2 from the employer may be covered under this Policy. All other Foreign Nationals will not be covered under this Policy;

J. expenses which are Experimental or Investigational;

K. provider network fees or charges including, but not limited to, PPO, EPO, and POS access fees, and HMO capitation fees or charges;

L. benefits paid under the Employee Benefit Plan which would not have been paid if benefits had been coordinated under the provisions of the National Association of Insurance Commissioners Model COB Guidelines as adopted in the state of this Policy's issuance;

M. benefits paid under the Employee Benefit Plan which would not have been paid if benefits had been coordinated with Medicare, whether or not Medicare is elected by the Covered Individual.

MODIFICATION OF EMPLOYEE DEFINITION SECTION

The Employee definition of this Policy shall be modified for an Employee not actively at work on the Effective Date of the Plan Sponsor's coverage under this Policy to the following extent:

1) Coverage will be effective under this Policy for expenses incurred and paid on or after the Effective Date of this Policy by the Plan Sponsor on behalf of an Employee who is not actively at work. The maximum lifetime benefit payable for an Employee not actively at work will be the lesser of ReliaStar Life's or the prior carrier's maximum lifetime benefit. The amount of any benefit payments made by the prior carrier until the Employee returns to active work will be applied toward this maximum lifetime benefit. At that time, the Employee would qualify for ReliaStar Life's maximum lifetime benefit.

2) This provision applies only to expenses incurred by the Plan Sponsor on behalf of an Employee not actively at work who was covered under the prior carrier's Individual Excess Risk Insurance on the day immediately preceding the Effective Date of this Policy.

RELIASTAR LIFE INSURANCE COMPANY

EXCESS RISK APPLICATION

(Plan Sponsor) hereby applies for Excess Risk Insurance coverage to be in effect on the date indicated.

Name of Plan Sponsor (as it appears on the Group Contract)
Hidalgo County

Address (number and street, city, state, zip code)
P.O. Box 1356 Edinburg, Texas 78540

☐ Corporation ☐ Partnership ☐ Sole Proprietorship ☒ Other (Specify) County

Nature of Plan Sponsor's Business:
SIC Code: 9110

Are Associated Organizations to be included?
☒ No
☐ Yes (If "yes," give names.)

Number of Eligible Individuals: Employee Only Coverage: 2,689 Employees with Dependent Coverage: 606
Number of Enrolled Individuals: Employee Only Coverage: 2,689 Employees with Dependent Coverage: 606
Number of Individuals Covered Elsewhere: Employee Only Coverage: Employees with Dependent Coverage:

The Claim Payor for coverages checked below for the Employee Benefit Plan is as outlined below:

Name of Claim Payor* (exact legal name of entity)
Blue Cross Blue Shield of Texas
Address of Claim Payor (number and street, city, state, zip code)
901 S. Central Expressway Richardson, TX 75080
*Claim Payor must be approved by ReliaStar Life prior to acceptance of this Application.

AGGREGATE EXCESS RISK ☐ **YES** ☒ **NO**

BENEFITS TO BE COVERED:

☐ Medical ☐ Vision ☐ Prescription Drugs
☐ Weekly Disability Income ☐ Dental ☐ Other (please specify)

INITIAL CONTRACT BASIS:

☐ Incurred and paid in 12 months
☐ Incurred in 15 months and paid in 12 months
☐ Paid in 12 months
☐ Incurred in 12 months and paid in 15 months
☐ Incurred in months and paid in months
☐ Other:

Deductible Adjustment Factor: %

Minimum Aggregate Deductible: See Excess Risk Schedule Current Premium Rate Notification

ReliaStar Life's Limit of Liability: $

Optional:
☐ Terminal Funding

INDIVIDUAL EXCESS RISK [ ] YES [ ] NO

BENEFITS (Check all that apply)
[X] Medical [X] Prescription Drugs

INCURRED/PAID BASIS:
[ ] Incurred and paid in 12 months
[ ] Incurred in 18 months and paid in 12 months
[ ] Paid in 12 months
[ ] Incurred in 12 months and paid in 18 months
[X] Incurred in 12 months and paid in 12 months
[ ] Other

Individual Deductible
Individual Deductible: $100,000 per Individual
True Family Deductible: $ per family

Covered individuals as identified in the disclosure process: none

Aggregating Individual Deductible: $ n/a (Individual Excess Risk must be elected)

Benefit Percentage: 100%

ReliaStar Life's:
Maximum Individual Annual Benefit: $N/A
Maximum Individual Lifetime Benefit: $2 million minus the individual deductible

Optional:
[X] Terminal Liability

Attached to and incorporated in this Application is a copy of the Employee Benefit Plan currently in effect for the provision of benefits by the Plan Sponsor to its eligible employees or members.

Are retirees covered under the Employee Benefit Plan? [ ] Yes [X] No
If "Yes," is the Employee Benefit Plan Primary? [ ] Yes [ ] No

The initial Contract Period is from February 1st to January 31st.

The Agent of Record (provided he/she is duly licensed as required by law) is: Robert J Garza

This insurance is to be effective on February 1, 2008, at 12:01 a.m. Standard Time at the Plan Sponsor's place of business, provided that the first premium is paid in full and that the Claim Disclosure Statement and this Application are accepted by ReliaStar Life.

An advance deposit of $ 111,091.50 is attached. (The deposit is to equal the "first premium".) The deposit will be applied toward payment of the premiums on the insurance requested if the application is accepted by ReliaStar Life. If not accepted, the deposit will be refunded to the Plan Sponsor Applicant.

PLAN SPONSOR APPLICANT
Hidalgo County

By

Witness

Name (signer please print)

Date

Title

ING

Important Information About Your Employee Benefits Insurance

Thank you for considering ReliaStar Life Insurance Company (the "Company") for your employee benefits insurance needs. We offer various Employee Benefits insurance products that have different features, benefits and costs. We are confident that working with your professional insurance agent, broker, or consultant you will find that one of our products is right for you. Your agent, broker or consultant may work with many employee benefits insurance companies, and we are pleased that they are presenting one of our products to you. If you decide to purchase, or offer to your employees or members, a policy from us we would like you to understand how we will pay the selling agent, broker, or consultant.

There are generally three types of payments that may be made to agents, brokers and consultants:

1. Commissions: Agents, brokers, or consultants may earn a commission for each Company policy sold. The commission is generally a percentage of the policy premiums paid. The percentage may be higher for agents, brokers, or consultants that sell a larger number of Company policies. The actual percentage and amount of commission paid will vary based on the specific circumstances of the product(s) purchased.

2. Bonuses: Agents, brokers, or consultants may receive additional compensation based on a percentage of policy premiums paid for each year a policy remains in force and as rewards for things like achieving certain sales volume levels, sales contest objectives, or other measures. We also may pay for agent, broker, or consultant education, training or attendance at conventions, and may pay bonuses, provide advance commissions and/or loans with an expectation that the advancement and/or loans be repaid as new policies are issued, reimburse expenses or provide other payments or benefits.

3. Administrative/Service Fees: Agents, brokers, or consultants may provide administrative services and marketing support for a flat fee, a percentage of policy premiums paid, or, a fee based on the amount of commissions earned from the initial sale. The agents, brokers or consultants may be associated with other brokers or consultants that may provide administrative services and marketing support for similar fees.

This is a general discussion of the compensation we pay for the sale of our policies. We pay commissions and other sales expenses from our general assets and revenues, including amounts we earn from fees and charges under our policies. The price of an insurance policy is set by the Company, and reflects the compensation we pay for the sale of our policies. It also covers other costs to design, manufacture and service our policies, fees associated with the cost of any applicable guarantees, the investment management needed to build cash values and pay benefits, and our profits.

We are committed to providing top-quality insurance products to our customers and are pleased that your professional insurance agent, broker, or consultant trusts us to deliver on your long term insurance needs.

Product Name(s): [illegible]

Account Name: Hidalgo County

Group Applicant/Sponsoring Organization Signature: [signature]

Group Applicant/Sponsoring Organization Printed Name: J.D. Salinas III

Title: Hidalgo County Judge

Date:

Rev. 06/07

ING's **Privacy Promise**

The ING companies in the U.S. take your privacy very seriously. We share a commitment to protect your privacy and the confidentiality of your personal and financial information.

As providers of products and services that involve compiling personal—and sometimes, sensitive—information, protecting the confidentiality of that information has been, and will continue to be, a top priority throughout the ING companies. Whether you are a current customer, former customer, or potential customer, we believe that you should know about the information we collect, the measures we take to safeguard it, and the situations in which we might share information with select business partners. This notice explains how the ING companies handle—and protect—the personal information we collect. The terms "we," "ING companies" or "ING company" refer to the ING businesses in the U.S. listed at the end of this notice.

The information we collect and the extent to which we use it will vary depending on the product or service involved. In fact, in certain cases, we may not collect or share some of the types of information noted below. For example, in a number of cases an ING company has an agreement with distributors or plan sponsors that limits the sharing of information about its customers with any other company, even if that company is an ING affiliate. These agreements continue to be honored.

Our privacy promise derives from basic principles of trust, ethics and integrity:

1. We collect only the customer information necessary to consistently deliver responsive products and services.

The ING companies collect information that helps serve your financial needs; provide high standards of customer service; develop and offer new products or services for our customers and potential customers; and fulfill legal and regulatory requirements. The information collected generally varies depending on the products or services you request and may include:

- Information provided on applications and related forms—for example, name, address, Social Security number, and annual income.
- Responses from your employer, benefit plan sponsor, or association regarding any group products we may provide—for example, name, age, address and Social Security number.
- Third-party reports, such as consumer credit history, motor vehicle records, demographic and/or medical information, if relevant to your product or service.
- Information about your relationships with us, such as products or services purchased, and account balances (if applicable), which we may obtain in writing, during telephone or Internet transactions or from data gathering software used when you are accessing ING Web sites.

2. We maintain safeguards to ensure information security.

We have implemented security standards and processes—including physical, electronic and procedural safeguards—to ensure that access to customer information is limited to employees, registered representatives or agents who may need it to do their job. They are required to respect the confidentiality of all customer information.

3. We limit how, and with whom, we share customer information.

First and foremost, we do not sell lists of our customers, nor do we disclose customer information to marketing companies outside the ING companies, with the exception of companies we may hire to provide specific services for us, as described below.

Under no circumstances do we share medical information for marketing purposes.

We will share customer information only for the following reasons:

When you have requested a life insurance product, the ING life insurance companies may use a common application to avoid multiple medical tests; in this way, the information you provide and authorize us to obtain may subsequently be used by one or all of these companies as necessary to determine—and offer to you—the product most appropriate for your needs.

We may be required by law or regulation to disclose information to third parties—for example, in response to a subpoena, to prevent fraud, and to comply with rules of, or inquiries from, industry regulators.

In some cases, we may share information we collect—for example, name, address, age, and Social Security number—with other ING businesses such as our securities broker-dealers, our insurance companies and agencies, or our banks to process or service a transaction you have requested, to facilitate enhanced customer services, or to inform you of ING products or services you may find useful. In a few cases, an ING business not listed in this notice may have a privacy policy that differs from the one stated in this notice. If that is the case, you will receive a separate privacy notice from that ING business if you are a customer. The agent or registered representative with whom you work to obtain ING financial products and services may use the personal information about you in his or her own files to advise you of other products or to help you with your overall financial strategy.

ING

AI-12795 **21.7.**

Requesting approval of 1 Yr Extension for Burton, McCumber, Cortez, LLP
CC REGULAR

Date:	12/16/2008
Submitted By:	Rocio Villarreal, PURCHASING DEPT.
Submitted For:	Rocio Villarreal
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department
Purchasing only:	Hidalgo County

Information

CAPTION

Requesting authority to exercise the additional one year extension as provided under current contract for "Independent Audit Services for FY 2008" for Hidalgo County with Burton, McCumber, Cortez L.L.P. which includes a 5% increase in negotiated rates for contract #C-07-261-01-30.

BACKGROUND

2007-$192,000.00
2008-$201,600.00

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Fiscal Impact to 2009 Budget for Audit Services.

Attachments

Link: contract

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	12/12/2008 01:32 PM	APRV
2	Budget & Management	Veronica Lopez	12/12/2008 01:39 PM	APRV
3	Roland Garcia	Rolando Garcia	12/12/2008 04:58 PM	APRV
4	Auditor's Office		12/12/2008 05:24 PM	NEW

Form Started By: Rocio Villarreal — Started On: 12/10/2008 04:46 PM

Final Approval Date: 12/12/2008

BMC

Burton McCumber & Cortez, L.L.P.
Certified Public Accountants & Management Consultants

205 Pecan Boulevard
McAllen, Texas 78501
Telephone 956/618-2300
Facsimile 956/618-2333
www.bmctexas.com

Offices In:
Brownsville
McAllen
Matamoros
Reynosa

C-07-261-01-30

January 21, 2008

County of Hidalgo
The Honorable Judge J. D. Salinas and
Commissioners
2812 S. Business Hwy 281
Edinburg, Texas 78539

We are pleased to confirm our understanding of the services we are to provide and our estimate of fees to complete the audits of the County of Hidalgo for the years ended December 31, 2007 and 2008 and at the County of Hidalgo's option 2009 and 2010.

Scope

We will audit the financial statements of the governmental activities, the business-type activities, each major fund and the aggregate remaining fund information of the County of Hidalgo (County) as of and for the years ended December 31, 2007 and 2008 and at the County's option 2009 and 2010 which collectively comprises the County's basic financial statements. The scope of the audit of the County's basic financial statements will encompass an audit of the following:

County of Hidalgo (Primary Government)
Urban County Program (Related Agency)
Head Start Program (Related Agency)
Community Service Agency (Related Agency)

Accounting standards generally accepted in the United States provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to accompany the County's basic financial statements As part of our procedures, we will apply certain limited procedures to the County's RSI. These limited procedures will consist primarily of inquiries of management regarding the methods of measurement and presentation, which management is responsible for affirming to us in its representation letter. Unless we encounter problems with the presentation of the RSI

or with procedures relating to it, we will disclaim an opinion on it. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited.

1. Management's Discussion and Analysis

Supplementary information other than RSI, such as combining and individual fund financial statements, also accompany the County's basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and will provide an opinion on it in relation to the basic financial statements.

1. Schedule of expenditure of Federal and State Awards.
2. Combining and Individual Nonmajor Fund Financial Statements
3. Related Agency Financial Statements
4. Budgetary Comparison Schedules

The following additional information accompanying the basis financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and for which our auditor's report will disclaim an opinion.

1. Introductory Section
2. Statistical Section

Audit Objective

The objective of our audit is the expression of an opinion as to whether your financial statements are fairly presented, in all material respects, in conformity with the U.S. generally accepted accounting principles and to report on the fairness of the additional information referred to in the first paragraph when considered in relation to the financial statements taken as a whole.

The objective also includes report on –

- Internal control related to the financial statements and compliance with laws, regulations, and the provisions of contracts or grant agreements, noncompliance with which could have a material effect on the financial statements in the accordance with *Government Auditing Standards*.

- Internal control related to major programs and an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts or grant agreements that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and OMB

Circular A-133, *Audits of States, Local Governments and Non-Profit Organizations*.

The reports on internal control and compliance will each include a statement that the report is intended for the information and use of management, specific legislative or regulatory bodies, federal awarding agencies, and if applicable pass through entities and is not intended to be and should not be used by anyone other than those specified parties.

Our audits will be conducted in accordance with U.S. generally accepted auditing standards; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of OMB Circular A-133, and will include tests of the accounting records, a determination of major programs in accordance with Circular A-133, and other procedures we consider necessary to enable us to express an opinion and to render the required reports. If our opinions on the financial statements or the Single Audit compliance opinions are other than unqualified, we will fully discuss the reason with you in advance. If, for any reason we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

Management Responsibilities

Management is responsible for establishing and maintaining internal controls, including monitoring ongoing activities; for the selection of accounting principles; for the fair presentation in the financial statement of the respective position of the governmental activities, the business-type activities, each major fund and the aggregate remaining fund information of the County of Hidalgo and the respective changes in financial position and where applicable, cash flows in conformity with U.S. generally accepted accounting principles; and for federal grant award program compliance with applicable laws and regulations and the provision of contracts and grant agreements. Management is responsible for the basic financial statements and all accompanying information as well as all representations contained therein.

Management is responsible for its decisions and functions. As part of the audit, we will review a draft of the financial statements, schedules of expenditures of federal and state awards and related notes as prepared by management and provide management our comments. In accordance with *Government Auditing Standards*, management will be required to review and approve any changes that we derive from our review prior to their issuance and have a responsibility to be in a position in fact and appearance to make an informed judgment on those financial statements. Further, management is required to designate a qualified management-level individual to be responsible and accountable for overseeing our services.

Management is responsible for making all financial records and related information available to us, including identifying significant vendor relationships in which the vendor

has responsibility for program compliance and for the accuracy and completeness of that information. Management's responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

Management is responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud or illegal acts affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud or illegal acts could have a material effect on the financial statements. Management's responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws, regulations, contracts, agreements, and grants. Additionally, as required by OMB Circular A-133, it is management's responsibility to follow up and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous audits or other engagements or studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits or other engagements or studies. Management is responsible for providing its views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, and the timing and format thereto.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Audit Procedures – General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or

governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because an audit is designed to provide reasonable, but not absolute assurance and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform you of any material errors and any fraudulent financial reporting or misappropriation of assets that come to our attention. We will also inform you of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from management about the financial statements and related matters.

Audit Procedures – Internal Control

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by OMB Circular A-133, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and,

accordingly, no opinion will be expressed in our report on internal control issued pursuant to OMB Circular A-133.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under professional standards, *Government Auditing Standards*, and OMB Circular A-133.

Audit Procedures – Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of County's compliance with applicable laws and regulations and the provisions of contracts and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

OMB Circular A-133 requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Circular A-133 Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the County's major programs. The purpose of these procedures will be to express an opinion on County's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to OMB Circular A-133.

Audit Administration, Fees and Other

We understand that your employees will prepare all cash and other confirmations we request and will locate and organize invoices and information selected by us for testing. Also, you will assist in the copy of any pertinent information necessary for our files and will assist in the preparation of select audit schedules as required. We will work with the management of the County and its related agencies to complete the audit no later than June 30 of the subsequent year audited. The County will prepare and bind its Comprehensive Annual Financial Report (CAFR). We will provide management with 150 copies our report letters for inclusion in the County's CAFR. The County will be responsible for the distribution of its CAFR.

We will complete the appropriate sections of and sign the Data Collection Form that summarizes our audit findings. We will provide an original and print-ready master of our reports to the County; however, it is management's responsibility to submit the reporting package (including the financial statements, schedule of expenditures of federal and state awards, summary schedule of prior audit findings, auditors' reports, and a corrective action plan) along with the Data Collection Form to the designated federal

clearinghouse and, if appropriate, to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of the auditors' reports or nine months after the end of the audit period, unless a longer period is agreed to in advance by the cognizant or oversight agency for audits. At the conclusion of the engagement, we will provide information to management as to where the reporting packages should be submitted and the number to submit.

The audit documentation for this engagement is the property of Burton McCumber & Cortez, L.L.P. and constitutes confidential information. However, pursuant to authority given by law or regulation, we may be requested to make certain workpapers available to the County's cognizant agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such workpapers will be provided under the supervision of Burton McCumber & Cortez, L.L.P. personnel. Furthermore, upon request, we may provide photocopies of selected audit documentation to the aforementioned parties. The parties may intend, or decide, to distribute the photocopies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release or for any additional period requested by the County's oversight agency. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party contesting the audit finding for guidance prior to destroying the audit documentation.

Our estimates of the fees to complete the audit as of and for the year ended December 31, 2007 are set forth below:

County of Hidalgo	$	125,000
Head Start Program		30,000
Urban County Program		22,000
Community Service Agency		15,000
Total	$	192,000

Assuming that there are no significant changes to the operation of the County, professional standards pertaining to accounting or auditing matters, or other unforeseeable events, our fees to complete the audit of the County and related agencies for the year ending December 31, 2008, 2009 and 2010 will increase by 5% per year from the fees listed above. To extent that there are significant changes in the operation of the County, professional standards pertaining to accounting or auditing matters or unforeseeable events, we will derive a new fee estimate for your consideration and approval.

Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work might be suspended if your account becomes 45 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all the time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit.

If significant additional time is necessary, we will discuss it with you and arrive a new fee estimate using the hourly rates outlined below before we incur the additional costs:

Experience Level	Hourly Rate
Partner	$ 190
Manager	$ 150
Supervisor/In-Charge	$ 95
Staff	$ 75

Our audit engagement ends on delivery of our audit report for any one year. Any follow-up services that might be required will be a separate, new engagement. The terms and conditions of that new engagement will be governed by a new, specific engagement letter for that service. This engagement includes only those services specifically described in this letter. Costs and time spent on legal matters or proceedings arising from our engagement, such as subpoenas, testimony or consultation involving private litigation, arbitration or government regulatory inquiries at your request or by subpoena, will be billed separately.

Government Auditing Standards require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. A copy of our peer review was included in our response to the County Request for Qualifications pertaining to this engagement.

We appreciate the opportunity to be of service to the County of Hidalgo and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

Burton McCumber & Cortez, L.L.P.

Ricky Longoria
Partner

* * *

The foregoing letter fully described our understanding and is accepted by us.

Witness our hands in duplicate originals this 29th day of February, 2008.

COUNTY OF HIDALGO

By _____
J.D. Salinas, County Judge

_____
Date

ATTEST:
Arturo Guajardo, Jr., County Clerk

Approved as to Form:
Atlas & Hall, LLP
By: _____

AI-12782 **21.8.**

Requesting authority for 60 Day Extension with EN-1, LLC dba Roadbond Service Co for Hidalgo County

CC REGULAR

Date:	12/16/2008
Submitted By:	Rocio Villarreal, PURCHASING DEPT.
Submitted For:	Rocio Villarreal
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department
Purchasing only:	Hidalgo County

Information

CAPTION

Requesting authority to exercise the sixty (60) day grace period extension (as provided in contract) for the "EN-1 Road Stabilizer Material for Hidalgo County" under the same rates, terms and conditions with EN-1, LLC dba Roadbond Service Co. with an effective date of 01/01/09-03/01/09 so as to have no lapse in service while the procurement process is completed.

BACKGROUND

Fiscal Impact

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

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

BUDGETARY IMPACT:

Please see attached account report for various accounts and available balances.

Attachments

Link: Contract

Link: Extensio Letter

Link: Acct Report

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	12/11/2008 01:01 PM	APRV
2	Budget & Management	Veronica Lopez	12/11/2008 03:03 PM	APRV
3	Roland Garcia	Rolando Garcia	12/11/2008 05:13 PM	APRV
4	Auditor's Office	Linda Fong	12/12/2008 12:11 PM	APRV

Form Started By: Rocio Villarreal Started On: 12/10/2008 04:16 PM

Final Approval Date: 12/12/2008

REQUIREMENTS AGREEMENT
C-06-281-12-28

THIS AGREEMENT (the "Agreement") is entered into effective as of **January 01, 2007** by and between **EN-1, LLC dba Roadbond Service Co., a TEXAS Limited Liability Company** ("Seller") and **HIDALGO COUNTY** ("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements of Hidalgo County **"EN-1 Road Stabilizer Material"**[commodity], as further described in Exhibit "A" which is attached hereto and incorporated herein by reference for all purposes (the "Products") for a period of one year; and

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

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

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

1. Buyer agrees to purchase from Seller, and Seller agrees to sell to Buyer, all of the Products that Buyer may require for use by Buyer in **"EN-1 Road Stabilizer Material-Hidalgo County"** in the areas of **HIDALGO COUNTY** projects for a period of one year from **January 01, 2007 to December 31, 2007** with the option to renew for an additional one (1) year under the same rates, terms, and condition, and/or sixty (60) day grace period extension at the end of the contract for unforseen delays on subsequent contract, and it is agreed that the Products will meet the specifications set forth in Exhibit "A" hereto.

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

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

4. County and Seller agree that either party may terminate this contract upon thirty (30) days written notice at any time for any reason or no reason at all.

5. General Provisions.

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

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

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

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

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

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

If to Seller: EN-1 LLC dba Roadbond Service Co.
R. Steven Merritt, President
PO Box 5065
Granbury, Texas 76048

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as

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

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

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

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

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

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

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

l. **Commitment of Current Revenues Only**. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon sixty (60) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. § 271.903 (Vernon Supp. 1996).

m. **Insurance.** Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

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

Buyer:

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

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

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

APPROVED BY COMMISSIONERS COURT ON, December 28, 2006.

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

By: _____
Date: 1-18-07

HIDALGO COUNTY

By: _____
Juan D. Salinas, III, County Judge
Date: _____

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk
Date: _____

EN-1,LLC dba Roadbond Service Co.
By: Col. Roy R Alvarez Jr (E-Rt)
Printed Name: Col. Roy R Alvarez Jr (E-Rt)
Title: Consultant / Authorized Representative
Date: January 29, 2007

EXHIBIT "A"
SPECIFICATIONS

EXHIBIT "A"
HIDALGO COUNTY
"EN-1 ROAD STABILIZER"
BID NO. 2006-281-12-06-MSS

BID SPECIFICATIONS

I. DESCRIPTION:

This specifications shall govern for any liquid stabilizer equal or approved equal to patented EN-1 intended primarily as a material stabilizer for mixing and compacting material in accordance with specifications governing base and/or subgrade courses. The approved stabilizer must be able to enhance the compressive strength, increase load bearing capacity of soil, increase flexural strength, reduce swelling, shrinkage and permeability, insure proper compaction an reduce maintenance upkeep through reduction of potential failures.
Purchases of **EN-1 Soil Stabilizer** will be **on an as needed basis only** by Hidalgo County including all funding sources, Departments, Programs and Entities (i.e. CIP, CAP and R&B).

Any brand name mentioned in this request for bids is for description only and is not intended to exclude any products of equal quality or compatibility. Bidders desiring to substitute items may do so provided that brand names and specifications are indicated in the bid and that items fully meet herein specifications.

II. MATERIALS:

Roadbond (EN-1) Soil Stabilizer is a sulfonated D-limonene bioensyme which contains a strong oxidizer, a powerful solvent and natural dispersant that interacts with natural road materials. The interaction of these components activates the naturally occurring mineral cements in the soil and bonds the soil grains together to form a material analogous to most sedimentary rocks and alluvial soils. This stabilizing solvent acts to scrub the soil and allows the oxidizer access to a wider array of mineral ions evenly throughout the mixture, thereby increasing particle attraction (bonding), greatly decreasing voids in the road strata. In clay soils, it attacks they clay lattice of the soil, which will alter the ionic charge in the clay, and it creates a chemical bond between clay particles. This material is a corrosive in its concentrated state, once mixed with required volume of water, it becomes a non-corrosive, which has been approved by EPA.

III. BID AWARD:

Any contract awarded to a successful bidder will be in effect until (a) the contract expires, **(b)** delivery and acceptance of products, and/or performance of services ordered, or **(c)** terminated by County with thirty (30) days written notice prior to cancellation.

Award of contract will be contingent on availability of Hidalgo County funds.

Hidalgo County reserves the right to reject any or all bids, to waive any or all formalities, or to accept the bid considered the lowest , best, and most advantageous to the County, including compliance to bid specifications. Hidalgo County reserves the right to hold the bids for a period of (90) ninety days without taking action hereon.

Hidalgo County reserves the right to award to one or more bidder(s) whichever is in the best interest of the County,

IV. CONTRACT TERM:

The contract will be in effect for a period of one(1) year with the County's option to extend for an additional One (1) year term based on performance evaluation and contingent upon cost remaining unchanged, and/or 60 day grace period extension at the end of the contract for unforseen delays on subsequent contract. Price must remain firm during the contract period.
It is Intended that the amount of **"EN-1 Road Stabilizer Material"** required by Hidalgo County will be purchased on an **as needed basis**.

This contract shall remain in effect until contract expires, delivery/completion of services ordered or terminated by either party with a (30) thirty day written notice prior to any cancellation. The successful bidder must state therein the reasons for such cancellation. Hidalgo County reserves the right to award canceled contract to next lowest bidder as it deems to be in the best interest of the County.

V. REQUIREMENTS:

Roadbond liquid stabilizer shall be stored and handled in closed, five (5) gallon weatherproof containers until immediate distribution on the road. Roadbond materials must be stored in covered storage and well ventilated with adequate protection from flooding or damage. For mixing ease and safety, round up to the nearest 5-Gallon increments (i.e. 72-Gallons up to 75-Gallons). The following concentrated quantities are to be mixed with 300 gallons of water to each gallon of EN-1. Strict application instructions.

ROAD WIDTH IN FT.	6" IN DEPTH * .0056 GA/SY	8" IN DEPTH *. 0075 GA/SY	10" IN DEPTH *.0089 GA/SY
20' Wide Road	66 Gallons Per Mile	88 Gallons Per Mile	104 Gallons Per Mile
22' Wide Road	73 Gallons Per Mile	97 Gallons Per Mile	120 Gallons Per Mile
24' Wide Road	80 Gallons Per Mile	106 Gallons Per Mile	132 Gallons Per Mile
26' Wide Road	86 Gallons Per Mile	115 Gallons Per Mile	143 Gallons Per Mile
28' Wide Road	93 Gallons Per Mile	124 Gallons Per Mile	154 Gallons Per Mile
30' Wide Road	99 Gallons Per Mile	132 Gallons Per Mile	165 Gallons Per Mile
Square Yards treated/gallon	180 Square Yards	135 Square Yards	108 Square Yards
Square Yards treated/gallon (when using CTB)	171 Square Yards	128 Square Yards	103 Squar Yards

** Use 5" more EN-1 Road Stabilizer than the chart calls for when treating Cement Treated Base (Calculate 28.5 cubic yards per Gallon)

*** Application rate per square yard = Length (feet) x Width (feet) X Appl. Rate * 9 SF

EN-1 Road Stabilizer Material shall conform to Texas Department of Transportation (TX DOT), Standard Specifications for Construction of Highways, Streets and Bridges. Product must be registered with the U.S. Patent and Trademark Office as a soil stabilizer.

Vendor must furnish test results and documentation from independent sources as the effectiveness of the stabilizer. These test reports must include CBR, Triaxzial Compression Test, Falling Weight Deflectometer, Resilient Modulus or other relevant test to determine strength. Reduction in swelling of clay soils must be verified by relevant test performed by a reputable lab.

The product must be easily applied by personnel with equipment commonly used by road construction and maintenance crews.

A material safety data sheet (MSDS) on the EN-1 Road Stabilizer product being bid must be submitted with the bid.

Insurance certificates as per **"Exhibit C"** must be submitted to the Purchasing Department prior to any services being performed by the awarded bidder.

When requested, samples shall be furnished free of expense to Hidalgo County.

Random sampling/Testing may be performed at the request of Hidalgo County anytime during the length of the contract through an independent testing laboratory. Continuing non-performance of the bidder in terms of specifications shall be basis for the termination of the contract by the County. The County shall not pay for work, equipment, or supplies which are unsatisfactory. Vendors will be given a reasonable opportunity before termination to correct the deficiencies.

In the event the material furnished does not meet all the above requirement (regardless of weather, test's acceptability, method of repair or other conditions), the County reserves the option to require the material supplier to replace or to reimburse the County for the unused portion of material found to be unsatisfactory.

VI. ADDITIONAL INFORMATION:

Hidalgo County is requesting that any and all questions, inquiries and clarifications regarding quotes, bids, proposals or statements of qualifications be addressed to, Martha L. Salazar, CPPB, Purchasing Agent, 100 E. Cano St.-4th Floor, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, Wednesday, **November 29, 2006 by 5:00 P.M.**. Responses to said inquiries will be sent to all applicants via facsimile by no later than, **Friday, December 01, 2006 by 5:00 P.M.**

EXHIBIT "B"
PAYMENT SCHEDULE

EXHIBIT "B"
HIDALGO COUNTY
"EN-1 ROAD STABILIZER"
BID NO. 2006-281-12-06-MSS

BID PAGE

MATERIAL DESCRIPTION	BID PRICE
EN-1 ROAD STABILIZER (5 gal containers)	$ 325.00 *(see Attached)

BIDDER'S INFORMATION:

BIDDER/COMPANY NAME: EN-1, LLC DBA Roadbond Service Co.

ADDRESS: P.O. Box 5065

CITY/STATE/ZIP CODE: Granbury, Texas 76049

PHONE & FAX NO.'S: Pri. Phone & FAX 956-412-0061
Sec. 817-279-9028

CELLULAR & BEEPER NO.'S: p956-490-7528 or S 817-223-0354

AUTHORIZED SIGNATURE: Col. Roy R. Alvarez Jr

PRINTED NAME: Col. Roy R. Alvarez, Jr. (CE-Ret)

TITLE Consultant and Authorized Representative

Roy R. Alvarez, Jr.
Technical Paving Consultant

ROADBOND SERVICES COMPANY
(210) 412-0061

1729 Evergreen Court
Harlingen, Texas 78550

December 3,2006

Our price on EN-1 based on Bid Quote is $65.00 per gallon, no freight is being charged. Currently based on an increase in materials and fuel our product increased only by .03/sy. Our product is selling for $65./gal for existing established clients and new clients for $70-$75/gallon plus freight (depending on quantity ordered).. Central Freight cost has been averaging between $5.75-$14.00 per gallon (based on quantity). As you well know our product is the most cost effective priced patented stabilizer on the market.

Sincerely,

Roy R. Alvarez Jr

Col. Roy R. Alvarez, Jr (CE-Ret)

MATERIAL SAFETY DATA SHEET
TRADE NAME: EN 1

SECTION I

MANUFACTURER'S NAME	C.S.S. Technology, Inc
ADDRESS	P.O. Box 1355 Weatherford, TX 76086
EMERGENCY TELEPHONE	.(800) 541-3348
TRADE NAME AND SYNONYMS	EN 1
CHEMICAL PRODUCT TYPE	Acid Cleaning Compound - Corrosive
FORMULA	Proprietary

SECTION II - HAZARDOUS INGREDIENTS

CHEMICAL NAME (COMMON NAME OR SYNONYMS)	CAS NO	UN #	WT %	TLV	HAZARD (S)
Sulfuric Acid (Oil of Vitriol; Dipping Acid)	7664-93-9	1830	>1	1mg/m3	Corrosive

SECTION III - PHYSICAL DATA

Form	Liquid	**Storage**	2 Years
Odor	Sharp, Sulphurous	**Cold Stability**	Excellent
Color	Dark Amber	**Flash Point**	None
Toxicity	See Cautions	**Boiling Point**	182 degrees C
Wetting Ability	Excellent	**Vapor Pressure (mmhg)**	0.001
Detergency	None	**Solubility in Water**	Complete
Foaming	None	**Specific Gravity (h20=1)**	1.70
Emulsification	None	**PH**	1.0
Phosphates	None	**Weight per gallon**	14.19 lbs.

SECTION IV - FIRE AND EXPLOSION HAZARD DATA

FLASH POINT (O° F)	None
FLAMMABLE LIMITS	Normally nonflammable
EXTINGUISHING MEDIA	Water Fog, Chemical Foam, CO2
SPECIAL FIREFIGHTING PROCEDURES	Wear protective boots, suits, gloves, face shield, hardhat and a NIOSH approved self-contained breathing apparatus. Cool fire exposed containers with water.
UNUSUAL FIRE AND EXPLOSION	May evolve Sulfur Dioxide vapors on boiling.

DISCLAIMER

TO THE BEST OF OUR KNOWLEDGE, THE INFORMATION CONTAINED HEREIN IS ACCURATE. NO WARRANTY IS EXPRESSED OR IMPLIED REGARDING THE ACCURACY OF THIS DATA OR THE RESULTS TO BE OBTAINED FROM THE USE OF THIS INFORMATION. SELLER ASSUMES NO RESPONSIBILITY FOR INJURY TO BUYER OR THIRD PERSONS CAUSED BY THE MATERIAL IF PROPER SAFETY PROCEDURES ARE NOT ADHERED TO OR, IF ABNORMAL USE IS MADE OF THE MATERIAL. BUYER ASSUMES THE DISCLOSED RISKS OF THE USE OF THE MATERIAL. IN NO EVENT WILL SELLER BE LIABLE TO BUYER FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF THIS MATERIAL.

SECTION V - HEALTH HAZARD DATA

THRESHOLD LIMIT VALUE Not Available
EFFECTS OF OVEREXPOSURE

EYES: Contact may cause stinging or burning, intense watering, conjunctivitis (inflammation of the eyes), ulceration of eyes, opaqueness of the cornea, loss of sight.

SKIN: Contact may cause burning, inflammation, painful blisters, profound irreparable damage to tissues, shock.

INHALATION: May cause irritation of nose, eyes, and throat, coughing, dizziness, nausea, difficulty in breathing, chemical bronchitis, asphyxia, coma and death.

INGESTION: May cause irritation and burning sensation of lips, mouth and throat, pain in swallowing, gastrointestinal irritation, abundant salivation, stomach cramps, nausea and vomiting, difficulty in breathing, risk of perforation of stomach, state of shock, unconsciousness, coma, death.

EMERGENCY FIRST AID PROCEDURES

EYES: Immediately flush eyes with running water for at least fifteen minutes. If pain and/or irritation persists, get medical attention.

SKIN: Remove contaminated clothing immediately and flush affected area with water for at least fifteen minutes. If pain or irritation persists, get medical attention. Launder clothing before reusing.

INHALATION: Move victim to fresh air, lay him down with legs raised, loosen collar and belt, and cover with a blanket. If breathing is difficult, give oxygen administered by a trained respiration and then administer oxygen. Get medical attention.

INGESTION: If swallowed - **DO NOT INDUCE VOMITING.** Give cold water or ice to rinse mouth with. Give milk of magnesia, milk, or egg whites. If vomiting does occur, give fluids again. Keep victim warm and quiet. Get immediate medical attention. Do not give anything by mouth to an unconscious person.

SECTION VI - REACTIVITY DATA

STABILITY: Normally stable
CONDITIONS TO AVOID: High Temperatures
INCOMPATIBILITY: Avoid contact with strong alkalis or other reactive materials. May corrode such metals as steel, iron, tin, brass. May react violently with such metals as aluminum and magnesium.
HAZARDOUS DECOMPOSITION PRODUCTS: May evolve Sulfur Dioxide gas on boiling.
HAZARDOUS POLYMERIZATION: Will not occur.

SECTION VII - SPILL OR LEAK PROCEDURES

STEPS TO BE TAKEN IF MATERIAL IS SPILLED OR RELEASED:

Stop leaks and contain spill. Only trained personnel with proper protective equipment should be permitted in area. Reclaim if possible. Or, dilute spill with large amounts of water then neutralize with soda ash or lime. Dispose in accordance with state and federal regulations. After all visible traces have been removed, flush area with large amounts of water.

SECTION VIII - SPECIAL PROTECTION INFORMATION

EXTREME CAUTION SHOULD BE TAKEN WHEN HANDLING "EN 1" IN ITS CONCENTRATED FORM. Do not allow concentrated "EN 1" contact skin, clothing or equipment. Chemical burns and property damage can occur upon contact with concentrated "EN 1." Safety equipment should be available and worn anytime concentrated "EN 1" is handled.

The recommended safety equipment needed for the safe handling of "EN 1" is: rubber gloves, splash apron, eye goggles or face shield, water faucet with garden hose or five gallon bucket of plain water as a stand by rinse.

Always open containers in a well ventilated area and wear a dual cartridge respirator that will filter acid gas organic vapors. Be prepared to rinse with plain water any concentrated "EN 1" that has spilled or splashed onto an exposed area.

SECTION IX - SPECIAL PRECAUTIONS

PRECAUTIONS TO BETAKEN IN HANDLING AND STORING:
Avoid contact with strong alkalis or reactive metals. Store in tightly sealed containers in a cool, dry place.

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Roadbond EN1 is Manufactured by
C.S.S. TECHNOLOGY, INC.
PO Box 1618
Granbury, TX 76048
PH.817.279.1136 Fax.817.578.3707

1206 Coke Drive
Arlington, Texas 76010
Phone (817) 469-8175
Fax (817) 861-9399

Roadbond Service Company

August 22, 1996

To Whom It May Concern:

Roadbond EN 1 is a patented roadbase stabilizer that is recognized as a sole source by the Texas DOT, the U.S. Forest Service, the General Services Administration, and many other cities, counties, and other public entities.

Roadbond EN 1 is manufactured by C.S.S. Technology, Inc. and is sold by Roadbond Service Company. To insure the lowest price, the stabilizer is shipped from the factory to the end-users in Texas and is not sold to retail stores to be resold to the consumer.

Mr. Roy Alvarez, Jr. is authorized by C.S.S. Technology, Inc. and Roadbond Service Company to represent Roadbond EN 1 in Texas and other areas.

Cordially,

Steven Merritt

INTERNATIONAL ROADBOND LTD.
A Division of C.S.S. Technology, Inc.
Soil Stabilization Products

COL. ROY R. ALVAREZ, JR. (CE-RET)
Technical Paving Consultant
1729 Evergreen Ct.
Harlingen, Texas 78550

(956) 412-0061
Fax (956) 412-0061
Mobile (956) 490-7528
Email: ralva1954@aol.com

EXHIBIT "C"
INSURANCE
REQUIREMENTS

Roadbond Service Company

January 2, 2007

Moses Salazar
Hidalgo County Purchasing
Via fax: (956) 318-2629

Re: Roadbond EN 1 soil stabilizer contract

Dear Mr. Salazar:

Please be advised that Roadbond Service Company has no employees other than salaried officers and therefore does not carry worker's compensation. Moreover, the company is a vendor of product only and will not have any construction worker's present in Hidalgo County at any time.

Roadbond EN 1 soil stabilizer will be delivered to Hidalgo County via common carrier; most often Central Freight and these carriers will operate under their own general liability and worker's compensation coverage.

A certificate of general liability coverage has been faxed to you under separate cover. I trust this letter will satisfy the requirements of Hidalgo County and I look forward to working with the county in the future.

Kindest regards,

Steven Merritt

P.O. Box 5065
Granbury, TX 76049

Phone: (817) 279-9028
Fax: (817) 578-3707

rbusa@charter.net
www.roadbondusa.com

13. **Recommending of bid award and approval of contract (subject to legal review) to sole bidder meeting all specifications as attached hereto for "[redacted] Material" RFB (6-281)**

On motion of Commissioner Handy, seconded by Commissioner Palacios, the Court made a UNANIMOUS vote of approval.

14.A. **Requesting authority to obtain and approval of (when applicable), including but not limited to, the following item necessary in anticipation of real property/estate acquisition(s): fair market value appraisals, surveys, all phases-environmental assessments, title reports or title policies services, commercial contractors (improved property) or option contracts with authority for County Auditor to issue earnest money payment(s) or option payment(s) and County Judge to execute necessary/required document(s)**

B. Presentation for discussion, consideration and action (if necessary) including, but not limited to the following: Damages and on-going county effects to address emergency situation/conditions resulting from torrential rains and flooding

NO ACTION taken on item #14A & B.

B. Rct. 3

1. **Requesting authority to purchase through Hidalgo County's membership/participation through TAS B's (The Local Government Purchasing Cooperative) Buyboard Program's awarded vendor Musco Lighting for "Light Structure System for Los Ebanos Baseball Field" fin an amount not to exceed $ 81,100.00 (6-452)**

On motion of Commissioner Handy, seconded by Commissioner Palacios, the Court made a UNANIMOUS vote of approval.

C. Colonia Access Program Rct. 2

1. **Presentation for discussion, consideration, acceptance and approval of payments for the following invoices:**

Invoice No.	Amount	Project Descriptions	Purchase Order
2116	$4,316.82	North Alamo Village	563459
2117	$2,103.68	Northside Village	563459
2118	$2,110.80	Morning Sun	563459
2119	$4,427.55	El Charro	563459

Submitted by Project Engineer R. Gutierrez Engineering, Inc. in connection with Contract CAP-05-012-06-01.

On motion of Commissioner Handy, seconded by Commissioner Palacios, the Court made a UNANIMOUS vote of approval.

PURCHASING DEPARTMENT
County Of Hidalgo

December 9, 2008

Via Fax (956) 412-0061

Col. Roy R. Alvarez, Jr.
EN-1, LLC DBA Roadbuilder Service Co.
PO Box 5065
Granbury, Texas 76049

Re: C-06-281-12-28- I EN-1 Road Stabilizer Material for Hidalgo County

Dear Mr. Alvarez:

Commissioners' Court will take applicable action (Tuesday, December 16, 2008) in connection with the Hidalgo County's option to extend/renew for an additional sixty (60) day period as provided in the current lease agreement (under the same rates, terms and conditions). Effective date of renew/extension is of January 1, 2009 . Please acknowledge receipt of this notice of extension by signing below and returning to the Purchasing Department by no later than, Friday, December 12, 2008, 5:00 p.m., via facsimile to (956) 956-318-2629.

By: Col. Roy R Alvarez Jr Date: Dec. 10, 2008

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 31 -2626. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,

Rocio Villarreal
Hidalgo County Contracts Manager

Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
1201 R&B PRECINCT NO.1							
8-1201-431-00-121-005-0-731	PCT.1 P/U RD-ROADS	75,000.00	16,400.00	16,400.00	.00	.00	100.00
8-1201-431-00-121-005-0-733	PCT.1 P/U RD-DRAINAGE DITCHES & STRUCTUR	.00	14,919.88	14,919.88	.00	.00	100.00
8-1201-431-00-121-005-0-734	PCT.1 P/U RD-SUBDIVISION STREETS	.00	94,410.19	39,770.24	44,075.20	10,564.75	88.81
8-1201-431-00-121-007-0-731	PCT.1 LATERAL ROAD-ROADS	.00	291.38	.00	.00	291.38	.00
8-1201-431-00-121-052-0-733	PCT.1 DRAIN IMPRV PRJ-DRAINAGE DITCHES &	.00	618,980.12	165,689.00	16,115.00	437,176.12	29.37
1201 R&B PRECINCT NO.1		**75,000.00**	**745,001.57**	**236,779.12**	**60,190.20**	**448,032.25**	**39.86**
1310 BORDER COLONIA ACCESS PROGRAM							
8-1310-431-00-121-175-0-731	PCT.1-V&C/R.CAVAZOS-ROADS	.00	1,587.94	.00	.00	1,587.94	.00
8-1310-431-00-121-344-0-731	PCT.1-AGUA DULCE/PALM-ROADS	.00	3,837.67	.00	.00	3,837.67	.00
8-1310-431-00-121-345-0-731	PCT.1-AGUA DULCE/EBONY-ROADS	.00	2,961.63	.00	.00	2,961.63	.00
8-1310-431-00-121-347-0-731	PCT.1-BAR 7-ROADS	.00	1,246.37	.00	.00	1,246.37	.00
8-1310-431-00-121-380-0-731	PCT.1-MESQUITE 1-ROADS	.00	6,189.75	.00	.00	6,189.75	.00
8-1310-431-00-121-393-0-731	PCT.1-R C BABB 4-ROADS	.00	349.42	.00	.00	349.42	.00
8-1310-431-00-121-394-0-731	PCT.1-RAMOSVILLE-ROADS	.00	23,032.79	.00	.00	23,032.79	.00
8-1310-431-00-121-397-0-731	PCT.1-SAENZ-ROADS	.00	30,958.35	.00	.00	30,958.35	.00
8-1310-431-00-121-400-0-731	PCT.1-SUNRISE-ROADS	.00	6,136.65	.00	.00	6,136.65	.00
8-1310-431-00-121-401-0-731	PCT.1-SUNRISE HILL/J.OLIVAREZ-ROADS	.00	50,674.28	.00	.00	50,674.28	.00
8-1310-431-00-121-402-0-731	PCT.1-SUNRISE HILL/R.GUERRA-ROADS	.00	43,066.97	.00	.00	43,066.97	.00
8-1310-431-00-121-403-0-731	PCT.1-SUNRISE HILL/R.GONZALEZ-ROADS	.00	43,066.97	.00	.00	43,066.97	.00
8-1310-431-00-121-404-0-731	PCT.1-TROPICAL FARMS/SAMOA-ROADS	.00	44,225.96	.00	.00	44,225.96	.00
8-1310-431-00-121-405-0-731	PCT.1-TROPICAL FARMS/TAHITI-ROADS	.00	34,932.73	.00	.00	34,932.73	.00
8-1310-431-00-121-412-0-731	PCT.1-VILLA VERDE/BOUGANVILLEA-ROADS	.00	2,287.97	.00	.00	2,287.97	.00
8-1310-431-00-121-413-0-731	PCT.1-VILLA VERDE/CLAVEL-ROADS	.00	1,573.19	.00	.00	1,573.19	.00
8-1310-431-00-121-414-0-731	PCT.1-VILLA VERDE/PETUNIA-ROADS	.00	5,715.60	.00	.00	5,715.60	.00
8-1310-431-00-121-415-0-731	PCT.1-VILLA VERDE/24TH-ROADS	.00	930.78	.00	.00	930.78	.00
8-1310-431-00-121-416-0-731	PCT.1-VILLA VERDE/25TH-ROADS	.00	909.25	.00	.00	909.25	.00
8-1310-431-00-121-417-0-731	PCT.1-VILLA VERDE/TULIPANA-ROADS	.00	1,497.61	.00	.00	1,497.61	.00
8-1310-431-00-121-437-0-731	PCT.1-BLANCA HEIGHTS-ROADS	.00	3,385.35	.00	.00	3,385.35	.00
8-1310-431-00-121-441-0-731	PCT.1-LA MESA-ROADS	.00	14,026.77	.00	.00	14,026.77	.00
8-1310-431-00-121-442-0-731	PCT.1-LA PALMA 1-ROADS	.00	3,511.08	.00	.00	3,511.08	.00
8-1310-431-00-121-446-0-731	PCT.1-LA QUINTA EST 2-ROADS	.00	2,323.09	.00	.00	2,323.09	.00

Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
1310 BORDER COLONIA ACCESS PROGRAM							
8-1310-431-00-121-447-0-731	PCT.1-LLANO GRANDE/LANTANA-ROADS	.00	4,685.32	.00	.00	4,685.32	.00
8-1310-431-00-121-449-0-731	PCT.1-LLANO GRANDE/PALMETTO-ROADS	.00	2,437.57	.00	.00	2,437.57	.00
1310 BORDER COLONIA ACCESS PROGRAM		**.00**	**335,551.06**	**.00**	**.00**	**335,551.06**	**.00**
1311 BORDER COLONIA ACCESS PROGRAM ROUND II							
8-1311-431-00-121-019-1-733	AGUA DULCE-DRAINAGE DITCHES	.00	12,269.43	.00	.00	12,269.43	.00
8-1311-431-00-121-019-1-734	AGUA DULCE-SUBDIVISION STREETS	.00	24,910.65	.00	.00	24,910.65	.00
8-1311-431-00-121-066-0-734	BAR #3-SUBDIVISION STREETS	.00	63,693.01	.00	63,693.01	.00	100.00
8-1311-431-00-121-071-1-733	BARBOSA LOPEZ #1-DRAINAGE DITCHES	.00	41,646.83	.00	.00	41,646.83	.00
8-1311-431-00-121-071-1-734	BARBOSA LOPEZ #1-SUBDIVISION STREETS	.00	71,038.81	.00	.00	71,038.81	.00
8-1311-431-00-121-103-1-733	BERNAL HEIGHTS #1-DRAINAGE DITCHES	.00	11,561.05	.00	.00	11,561.05	.00
8-1311-431-00-121-103-1-734	BERNAL HEIGHTS #1-SUBDIVISION STREETS	.00	19,752.99	.00	.00	19,752.99	.00
8-1311-431-00-121-105-1-733	BERNAL-DRAINAGE DITCHES	.00	4,176.56	1,456.56	.00	2,720.00	34.87
8-1311-431-00-121-105-1-734	BERNAL-SUBDIVISION STREETS	.00	55,488.64	54,834.00	.00	654.64	98.82
8-1311-431-00-121-150-1-733	CHAPA III-DRAINAGE DITCHES	.00	7,193.49	.00	5,858.00	1,335.49	81.43
8-1311-431-00-121-150-1-734	CHAPA III-SUBDIVISION STREETS	.00	13,887.79	.00	13,887.79	.00	100.00
8-1311-431-00-121-230-1-733	DIMAS #3-DRAINAGE DITCHES	.00	6,641.07	.00	.00	6,641.07	.00
8-1311-431-00-121-230-1-734	DIMAS #3-SUBDIVISION STREETS	.00	53,732.25	.00	.00	53,732.25	.00
8-1311-431-00-121-244-0-733	EL MESQUITE-DRAINAGE DITCHES	.00	31,358.53	.00	.00	31,358.53	.00
8-1311-431-00-121-244-0-734	EL MESQUITE-SUBDIVISION STREETS	.00	51,163.91	.00	.00	51,163.91	.00
8-1311-431-00-121-245-1-733	EL MONTE-DRAINAGE DITCHES	.00	16,544.00	.00	.00	16,544.00	.00
8-1311-431-00-121-245-1-734	EL MONTE-SUBDIVISION STREETS	.00	75,367.12	.00	.00	75,367.12	.00
8-1311-431-00-121-318-1-733	HIGH LAND-DRAINAGE DITCHES	.00	17,293.56	5,193.56	12,100.00	.00	100.00
8-1311-431-00-121-318-1-734	HIGH LAND-SUBDIVISION STREETS	.00	85,770.30	41,224.80	44,545.50	.00	100.00
8-1311-431-00-121-391-0-733	LA PALMA S/D-DRAINAGE DITCHES	.00	57,313.33	.00	19,043.00	38,270.33	33.23
8-1311-431-00-121-391-0-734	LA PALMA S/D-SUBDIVISION STREETS	.00	50,475.27	1,440.00	19,575.29	29,459.98	41.63
8-1311-431-00-121-392-0-734	LA PALOMA #1-SUBDIVISION STREETS	.00	579.07	.00	.00	579.07	.00
8-1311-431-00-121-495-0-733	NORTH CAPISALLO-DRAINAGE DITCHES	.00	9,847.20	.00	.00	9,847.20	.00
8-1311-431-00-121-495-0-734	NORTH CAPISALLO-SUBDIVISION STREETS	.00	44,859.48	.00	.00	44,859.48	.00
8-1311-431-00-121-571-0-733	PUESTA DEL SOL-DRAINAGE DITCHES	.00	53,634.00	.00	.00	53,634.00	.00
8-1311-431-00-121-571-0-734	PUESTA DEL SOL-SUBDIVISION STREETS	.00	160,902.00	.00	.00	160,902.00	.00
8-1311-431-00-121-575-0-734	RC BABB #1-SUBDIVISION STREETS	.00	28,459.20	.00	22,168.45	6,290.75	77.90
8-1311-431-00-121-576-0-734	RC BABB #2-SUBDIVISION STREETS	.00	50,598.92	.00	42,852.08	7,746.84	84.69

Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
1311 BORDER COLONIA ACCESS PROGRAM ROUND II							
8-1311-431-00-121-577-0-734	RC BABB #3-SUBDIVISION STREETS	.00	23,626.84	.00	23,626.84	.00	100.00
8-1311-431-00-121-631-0-733	ROSEDALE HEIGHTS-DRAINAGE DITCHES	.00	9,313.60	.00	.00	9,313.60	.00
8-1311-431-00-121-631-0-734	ROSEDALE HEIGHTS-SUBDIVISION STREETS	.00	5,564.07	.00	.00	5,564.07	.00
8-1311-431-00-121-865-1-733	DIMAS #1-DRAINAGE DITCHES	.00	13,380.84	.00	.00	13,380.84	.00
8-1311-431-00-121-865-1-734	DIMAS #1-SUBDIVISION STREETS	.00	44,796.72	.00	.00	44,796.72	.00
8-1311-431-00-121-897-1-734	MEL GRAY-SUBDIVISION STREETS	.00	2,257.77	.00	.00	2,257.77	.00
1311 BORDER COLONIA ACCESS PROGRAM ROUND II		**.00**	**1,219,098.30**	**104,148.92**	**267,349.96**	**847,599.42**	**30.47**
1312 BORDER COLONIA ACCESS PROGRAM ROUND III							
8-1312-431-00-121-063-0-734	BALLI ESTATES-SUBDIVISION STREETS	.00	390,547.50	.00	.00	390,547.50	.00
8-1312-431-00-121-148-0-733	CHAPA NORTH-DRAINAGE DITCHES	.00	16,200.00	.00	.00	16,200.00	.00
8-1312-431-00-121-148-0-734	CHAPA NORTH-SUBDIVISION STREETS	.00	46,224.00	.00	.00	46,224.00	.00
8-1312-431-00-121-149-0-733	CHAPA SOUTH-DRAINAGE DITCHES	.00	9,000.00	.00	.00	9,000.00	.00
8-1312-431-00-121-149-0-734	CHAPA SOUTH-SUBDIVISION STREETS	.00	46,224.00	.00	.00	46,224.00	.00
8-1312-431-00-121-185-0-733	COLONIA WHALEN ROAD-DRAINAGE DITCHES	.00	26,756.00	.00	.00	26,756.00	.00
8-1312-431-00-121-185-0-734	COLONIA WHALEN ROAD-SUBDIVISION STREETS	.00	64,076.00	.00	.00	64,076.00	.00
8-1312-431-00-121-215-0-733	DE ANDA SUBDIVISION-DRAINAGE DITCHES	.00	12,600.00	.00	.00	12,600.00	.00
8-1312-431-00-121-215-0-734	DE ANDA SUBDIVISION-SUBDIVISION STREETS	.00	34,216.00	.00	.00	34,216.00	.00
8-1312-431-00-121-220-1-733	DELTA WEST SUBDIVISION-DRAINAGE DITCHES	.00	41,600.00	.00	.00	41,600.00	.00
8-1312-431-00-121-220-1-734	DELTA WEST SUBDIVISION-SUBDIVISION STREE	.00	217,183.50	.00	.00	217,183.50	.00
8-1312-431-00-121-228-1-733	DIAZ SUBDIVISION-DRAINAGE DITCHES	.00	9,000.00	.00	.00	9,000.00	.00
8-1312-431-00-121-228-1-734	DIAZ SUBDIVISION-SUBDIVISION STREETS	.00	38,012.50	.00	.00	38,012.50	.00
8-1312-431-00-121-319-0-734	HIGH POINT SUBDIVISION-SUBDIVISION STREE	.00	88,200.00	.00	.00	88,200.00	.00
8-1312-431-00-121-387-0-733	LA MESA SUBDIVISION-DRAINAGE DITCHES	.00	60,500.00	.00	.00	60,500.00	.00
8-1312-431-00-121-387-0-734	LA MESA SUBDIVISION-SUBDIVISION STREETS	.00	92,324.50	.00	.00	92,324.50	.00
8-1312-431-00-121-461-0-733	MID-VALLEY ESTATES-DRAINAGE DITCHES	.00	21,600.00	.00	.00	21,600.00	.00
8-1312-431-00-121-461-0-734	MID-VALLEY ESTATES-SUBDIVISION STREETS	.00	149,324.98	.00	.00	149,324.98	.00
8-1312-431-00-121-687-0-734	SO. PALM GARDENS EST.#1-SUBDIVISION STRE	.00	42,764.98	.00	.00	42,764.98	.00
8-1312-431-00-121-688-0-734	SO. PALM GARDENS EST.#2-SUBDIVISION STRE	.00	35,373.00	.00	.00	35,373.00	.00
8-1312-431-00-121-790-0-734	VILLAGE GROVE #2-SUBDIVISION STREETS	.00	30,919.00	.00	.00	30,919.00	.00
8-1312-431-00-121-804-0-733	WES-MER SUBDIVISION-DRAINAGE DITCHES	.00	10,800.00	.00	.00	10,800.00	.00
8-1312-431-00-121-804-0-734	WES-MER SUBDIVISION-SUBDIVISION STREETS	.00	54,466.50	.00	.00	54,466.50	.00
8-1312-431-00-121-855-0-733	ASH COUNTY-DRAINAGE DITCHES	.00	32,400.00	.00	.00	32,400.00	.00

Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
1312 BORDER COLONIA ACCESS PROGRAM ROUND III							
8-1312-431-00-121-855-0-734	ASH COUNTY-SUBDIVISION STREETS	.00	62,438.50	.00	.00	62,438.50	.00
8-1312-431-00-121-896-0-733	MCKEE #1-DRAINAGE DITCHES	.00	36,100.00	.00	.00	36,100.00	.00
8-1312-431-00-121-896-0-734	MCKEE #1-SUBDIVISION STREETS	.00	53,328.00	.00	.00	53,328.00	.00
8-1312-431-00-121-932-0-734	INDIAN HILLS EAST-SUBDIVISION STREETS	.00	917,190.00	.00	.00	917,190.00	.00
1312 BORDER COLONIA ACCESS PROGRAM ROUND III		**.00**	**2,639,368.96**	**.00**	**.00**	**2,639,368.96**	**.00**
1315 TXDOT PROJECTS							
8-1315-431-00-121-039-0-731	TXDOT PRJ-MILE 6 WEST-ROADS	.00	88,308.16	.00	88,308.16	.00	100.00
8-1315-431-00-121-040-0-731	TXDOT PRJ-MILE 2 WEST- MILE12-US83-ROADS	.00	268,156.49	60,113.30	208,043.19	.00	100.00
8-1315-431-30-121-032-0-732	TXDOT-CR684-BRIDGES	.00	13,650.25	.00	10,850.25	2,800.00	79.49
1315 TXDOT PROJECTS		**.00**	**370,114.90**	**60,113.30**	**307,201.60**	**2,800.00**	**99.24**
1331 CERT OF OBLIG,SERIES 2001							
8-1331-431-00-121-016-0-731	C.O.,2001-PCT.1-ROADS	.00	5,391.00	.00	.00	5,391.00	.00
1331 CERT OF OBLIG,SERIES 2001		**.00**	**5,391.00**	**.00**	**.00**	**5,391.00**	**.00**
1334 CERT OF OBLIG,SERIES 2004							
8-1334-431-00-121-025-0-731	C.O.,2004-PCT 1-ROADS	.00	7,780.51	.00	.00	7,780.51	.00
1334 CERT OF OBLIG,SERIES 2004		**.00**	**7,780.51**	**.00**	**.00**	**7,780.51**	**.00**
1336 CERT OF OBLIG,SERIES 2006							
8-1336-431-00-121-041-0-731	C.O.,2006-PCT.1-ROADS	.00	1,277,846.68	359,704.56	697,908.90	220,233.22	82.77
8-1336-431-00-121-041-0-734	C.O.,2006-PCT.1-SUBDIVISION STREETS	.00	197,013.60	70,724.98	51,592.50	74,696.12	62.09
1336 CERT OF OBLIG,SERIES 2006		**.00**	**1,474,860.28**	**430,429.54**	**749,501.40**	**294,929.34**	**80.00**
8 YEAR		**75,000.00**	**6,797,166.58**	**831,470.88**	**1,384,243.16**	**4,581,452.54**	**32.60**

AI-12775 **21.9.**

Requesting Authority for 90 Day Extension with A Sign Language Company
CC REGULAR

Date:	12/16/2008
Submitted By:	Rocio Villarreal, PURCHASING DEPT.
Submitted For:	Rocio Villarreal
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Purchasing only:** Hidalgo County

Information

CAPTION

Requesting authority to exercise the ninety (90) day grace period extension (as provided in contract) for the "Qualified Interpreting Services for Hidalgo County" under the same rates, terms and conditions with A Sign Language Company with an effective date of 01/01/09-03/31/09 so as to have no lapse in service while the procurement process is completed.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

These services are paid by user department on an "as needed basis".

Attachments

Link: 90 Day Extension

Link: Contract

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	12/11/2008 01:17 PM	APRV
2	Budget & Management	Veronica Lopez	12/11/2008 03:01 PM	APRV
3	Roland Garcia	Rolando Garcia	12/12/2008 11:54 AM	APRV
4	Auditor's Office	Linda Fong	12/12/2008 12:11 PM	APRV

Form Started By: Rocio Villarreal Started On: 12/10/2008 03:48 PM

Final Approval Date: 12/12/2008

PURCHASING DEPARTMENT
County Of Hidalgo

December 9, 2008

Raquel R. Taylor
A Sign Language Company
2708-C North 10th Street, Pmb 266
McAllen, Texas 78501

Via Fax (956) ~~668-8465~~ 383-5683

Re: C-07-195-04-10 Qualified Interpreting Services for Hidalgo County

Dear Ms. Taylor:

Commissioners' Court will take applicable action (Tuesday, December 16, 2008) in connection with the Hidalgo County's option to extend/renew for an additional ninety (90) day period as provided in the current agreement (under the same rates, terms and conditions). Effective date of renew/extension is of January 1, 2009. Please acknowledge receipt of this notice of extension by signing below and returning to the Purchasing Department by no later than, Friday, December 12, 2008, 5:00 p.m., via facsimile to (956) 956-318-2629.

By: _____ Date: _____

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

Sincerely,

Rocio Villarreal
Contracts Manager

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-07-195-04-10

THIS CONTRACT is made and entered into this **10th** day of **April, 2007** by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and **Sign Language Interpreters LLC** a Limited Liability Corporation, d/b/a **A Sign Language Company** ("Company")

WHEREAS, Company responded to advertised notices for bids for "Qualified Interpreting Services" (the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, a copy of such specifications and bid being attached hereto as Exhibits "A" respectively, and incorporated herein for all purposes (the "Specifications"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications, the Commissioners Court of County awarded the bid to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agree that this Contract is entered into in order to provide the Services to Hidalgo County for a eight(8) month term with the County's option to extent an additional one (1) year term This contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the Services in accordance with the specifications within Hidalgo County. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safety and efficiently provide the Services.

3. This Contract shall be for a period beginning **April 10, 2007** and ending on **December 31, 2007** and may be extended at the sole discretion of County for an additional ninety (90) days, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first. Hidalgo County reserves the right to extend the contract for an additional year.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required or which may be required by any authority

during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the require licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation os such trucks or vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

7. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to county certificates of such insurance coverage.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safety and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship, that County has no supervision of the performance of the Services provided by Company and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set for below:

If to County:

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

If to Company:

Sign Language Interpreters, LLC
Attn: Raquel R. Taylor
2708-C North 10th Street, Pmb 266
McAllen, Tx 78501

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

14. This Agreement may be terminated by either party without cause upon thirty (30) days written notice.

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

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

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

WITNESS, our hands in duplicate originals this_____ day of_____, 2007.

COUNTY OF HIDALGO

By:_____
Juan D. Salinas, III, County Judge

ATTEST:

_____
Arturo Guajardo, Jr, County Clerk

COMPANY: A Sign Language Company

By:_____
Printed Name: Raquel R. Taylor
Title: Owner

Approved on Commissioners' Court April 10, 2007

APPROVED AS TO FORM:

Atlas & Hall, L.L.P.

By:_____

EXHIBIT "A"
REQUIREMENTS

Exhibit "A"
Qualified Interpreting Services

Request for Qualifications/Proposals

REQUIREMENTS

I. SCOPE OF SERVICES

Hidalgo County will receive sealed qualifications/proposals with a turnkey solution for the provision of sign language interpreting services for a one (1) year period, with the County's sole discretion to extend the contract for an additional one (1) year for deaf or hard of hearing County employees', prisoners, defendants and citizens dealing with the County on a routine or emergency basis.

If, during the life of the contract, the successful proposer's net prices generally available for items awarded are reduced or below the contracted price, it is understood and agreed that the benefits of such reduction be extended to the County.

The intent of this solicitation is to acquire the services of a sign language interpreting firm (Contractor)for all County agencies on an as-needed and emergency basis.

More than one award may be made under this solicitation to assure complete coverage for the County's needs throughout the contract term.

II. DUTIES OF THE CONTRACTOR

The Contractor shall:

1. Provide a means of contacting the Contractor for the required services on a 24-hour basis.

2. Maintain a staff of certified interpreters who will be able to respond to emergency needs 24 hours each day with a 2-hour response time.

3. Maintain such records as may be required by the specialized needs of the various County departments requiring the services.

4. Provide certified interpreting services when requested by authorized personnel for a variety of situations including, by way of illustration and not limitation:

    A. Personnel Issued
    B. Law enforcement related matters
    C. Health and mental health clinic visits
    D. Social services needs
    E. Engineering/technical meetings/workshops
    F. Staff meetings
    G. Public meetings

5. Work closely with County personnel to ensure full participation by all deaf or hard of hearing persons in the relationships with the County.

6. Maintain adequate interpreting resources to cover all assignments made with advance notice. Bidders shall provide County with all data about their interpreting pool including number of interpreters available, number of certified interpreters, number certified interpreters with legal specialization, and the names of the primary people and their certification level, who will be providing services under this contract.

7. Maintain a schedule of "on call" certified interpreters who will respond promptly to emergency needs 24 hours each day with a 2-our response time.

8. Guarantee that each interpreter assigned is certified to provide the highest quality of communication for the situation and for the individual(s) being served.

9. Maintain a detailed record regarding each assignment placed against the contract.

10. Work with County representatives on procedure and periodic reviews of the system and its effectiveness.

11. If in any event, a department requires more than two hours of interpreting services, the offeror must provide a second interpreter as a back up and relief.

III. INTERPRETING SERVICES

1. NON-EMERGENCY SERVICES

Requests for guaranteed services will be made by authorized County personnel to the contractor at least 5 business days in advance of the assignment date. Failure by Contractor to honor the promised assignment date for any reason, shall result in the provision of a like period of services for the County at no charge. A pattern of failure to honor scheduled assignments may result in contract termination.

When making requests, authorized County personnel will provide the following information:

- Date, time and expected duration of the assignment.
- Location (street address, room number) of the assignment.
- Name and phone number of an on-site contact person.
- Special information pertinent to the appropriate placement of an interpreter (type of meeting, communication preference of the client).
- Name of deaf or hard of hearing client(s) when possible.
- Number of interpreters required.

When less than five (5) days notice is provided, the Contractor will follow the procedures listed above in so far as practical.

All authorized requests for interpreting services will be faxed to the Contractor, who will confirm receipt of interpreting request by phone or fax.

2. CANCELLATION POLICY

Notification of cancellations made by the County within a two (2) hour minimum notice before the schedule event will be billed by the Contractor at the rate agreed upon during the intake.

3. EMERGENCY SERVICES NETWORK

When an emergency situation arises, the department staff or designated representative will call the Contractor's emergency telephone number, and request the emergency services of a certified on-call interpreter.

The contractor must be able to provide interpreters within two (2) hours of receiving request for emergency services.

4. BASIC INTERPRETING SERVICES

Offerors shall indicate in the proposal their pricing schedule for the various services required. The hourly rates paid to the interpreter shall be on a cost per hour of interpreting services from the time that the interpreter arrives at the scene or the time of the appointment previously scheduled until completion of the interview. No travel or portal to portal rates will be accepted by the County. Pricing for on-site interpreting services shall be based on the schedule in the proposed form enclosed. No more than one interpreter shall be sent in response to a service request unless the use of additional interpreters is pre-approved and ordered by the requesting department.

IV. ADDITIONAL COSTS (IF ANY)

Offerors shall indicate any additional costs required to provide the described services to the County. Such costs may include a flat rate annual fee (retainer) covering all administrative and other costs necessary to provide the services.

V. ADDITIONAL SERVICES AVAILABLE See attached

The offeror shall indicate, as a separate attachment to the proposal, any additional services and their cost which may be available to the County, e.g. real time captioning, sign language instruction. The additional services proposed will not be considered a criterion for award but are requested in the event a contract is established with that offeror and the County desires to take advantage of such additional services.

VI. STAFFING See attached.

The offeror shall provide with its response:

A. Type(s) of certification held by the interpreters
B. The extent of training and evaluation of interpreters provided by the Contractor
C. A discussion on the Contractor's quality control program.

VII. PRICE ADJUSTMENTS

The Contract unit prices will remain firm for one (1) year with Hidalgo County's sole discretion to extend the contract for an additional one (1) year.

VIII. PAYMENT PROCEDURES

The Contractor will prepare a detailed invoice for services rendered. This billing will be submitted on the basis of interpreting costs plus any additional services provided during any given month. Emergency calls under this network will be included on the detailed invoices submitted to the County Department.

IX. EVALUATION

The Contract and a representative of the County will meet to evaluate, every four (4) months of the Contract Term, the extent to which the Contractor is satisfying the interpreting needs of the County Departments.

QUALIFICATIONS

The proposer must have the following qualifications but not limited to the following:

A. Be regularly engaged in the sign language interpreting business.
B. Have available under direct supervision and employment, the necessary organization and facilities to properly fulfill te services required in a timely manner.
C. Have available certified interpreters with the minimum of two years experience in sign language interpretation for the hearing impaired.
D. Provide certified interpreters to perform sign language interpretation fluently. Hidalgo County reserves the option to request replacement interpreter(s) after the service period has begun if necessary; and at any other time deemed necessary.

yes!

EXHIBIT "B"
FEE SCHEDULE

QUALIFIED INTERPRETING SERVICES
HIDALGO COUNTY
RFQ/P NO 06-277-09-27-VGG

PROPOSAL

1. **HOURLY RATES- NON-EMERGENCY SERVICES**
UNIT PRICES SHALL INCLUDE ALL COSTS ASSOCIATED WITH THE PROVISION OF ALL SERVICES, INCLUDING ADMINISTRATIVE FEES, IF ANY, AND LOCAL TRAVEL RELATED COSTS.

All Morning Rate:	$ See attached	
All Afternoon Rate:	$	
General Assignment (up to 2 hours	$	/Hr.
Additional Hours	$	
Evening & Weekend Hours	$	
Legal Assignments (up to 2 hours)	$	/Hr.
Additional Hours	$	
Evening & Weekend Hours	$	
Video Assignments (up to 2 hours)	$	/Hr.
Additional Hours	$	
Computer Assisted Note Taking Assignments (up to 2 hours if available)	$	/Hr.
Additional Hours	$	
Additional Hourly Premium For Overtime (Assignment in Excess of 8 Hours)	$	/Hr.

(Payment will be calculated on the next half hour)

2. **HOURLY RATES, EMERGENCY SERVICES**
UNIT PRICES SHALL INCLUDE ALL COSTS ASSOCIATED WITH THE PROVISION OF ALL SERVICES, INCLUDING ADMINISTRATIVE FEES, IF ANY, AND LOCAL TRAVEL-RELATED COSTS.

LEAD TIME FEES

0-2 Hours (Service provided within two hours of request)	$ See attached	/Hr.
Over 2 Hours	$	/Hr.
2-24 Hours	$	/Hr.

3. **TURNKEY SOLUTION**

Turnkey Solution Auxiliary Aid Equipment Proposal	$

Q LIFIED INTERPRETING SERVICES
HIDALGO COUNTY
RFQ/P NO 06-277-09-27-VGG

PROPOSAL CON'T.

1. **ADDITIONAL COSTS APPLYING TO THE CONTRACT**

Indicate on a separate attachment all additional costs. If a flat rate annual retainer is to be charged in addition to the hourly rates of service provided, indicate the annual charge.

2. **NON-EMERGENCY SERVICE** SEE ATTACHED

Indicate rates for non-emergency service with less than five day lead time:

Per Hour (Non-Emergency Service) $_____

5. **ADDITIONAL SERVICES**

Attach a list of additional services available from the firm and their costs such as real time captioning and sign language instruction. SEE ATTACHED

6. **REFERENCES**

Provide references where similar services have been provided by the firm. SEE ATTACHED

7. **NUMBER OF INTERPRETERS AVAILABLE FOR CONTACT:** SEE ATTACHED

A. Attach data about the interpreting pool, including number of interpreters available; number of certified interpreters; number of certified interpreters with legal specialization; names of primary people, and their certification level, who will be providing service; and any procedure used by the Contractor to train and evaluate interpreters.

B. Describe a plan for working with County Personnel to ensure a working relationship aimed at full participation by all deaf or hard of hearing persons in their relationships with the County.

C. Describe the Contractor's quality control system and how the Contractor will work with the County Representatives on procedures and periodic reviews of the interpreting program and its overall effectiveness.

8. **ADDITIONAL INFORMATION**

Offerors are encouraged to include additional information as attachments which would enable the County to fully evaluate the history and reputation of the firm.

9. **ATTACH A LIST OF ALL EXCEPTIONS TAKEN TO THIS RFQ/P.**

More than a 5 day notice

1. HOURLY RATES NON-EMERGENCY SERVICES

All Morning Rates: 8:00a.m. – 12:00p.m.	Level I $100.00 flat fee Level II $125.00 flat fee Level III $160.00 flat fee RID $190.00 flat fee
All Afternoon Rates: 1:00 p.m. – 5:00p.m.	Level I $100.00 flat fee Level II $125.00 flat fee Level III $160.00 flat fee RID $190.00 flat fee
General Assignments (up to 2 hours)	Level I $65.00 flat fee Level II $85.00 flat fee Level III $105.00 flat fee RID $120.00 flat fee
Additional Hours for General Assignments	Level I $25.00 flat fee Level II $30.00 flat fee Level III $35.00 flat fee RID $40.00 flat fee
Evening and Weekend Hours Two Hour Minimum Charge	Level I $40.00 flat fee Level II $50.00 flat fee Level III $60.00 flat fee RID $70.00 flat fee
Legal Assignments (up to 2 hours)	Court Certified $195.00 flat fee
Additional Hours (Legal)	Court Certified $65.00 per hour
Evening and Weekend Hours	Court Certified $90.00 per hour
Video Assignments	Court Certified $195.00 flat fee
Additional Hours (Video)	Court Certified $65.00 per hour
Computer Assisted Note-Taking Assignments (up to 2 hours if available)	$70.00 flat fee

Additional Charges ER

Additional Hours (CANTA)	$30.00 per hour
Additional Hourly Premium for Overtime	$10.00 per hour on all levels

2. RATES EMERGENCY SERVICES

All rates will be as stated above in the "Rates – Non Emergency" section with the following costs associated costs associated based on the amount of lead time.

Lead Time Fees

0-2 Hours

Level I $28.00 additional charge
Level II $34.00 additional charge
Level III $40.00 additional charge
RID $50.00 additional charge
Court Certified for Legal Assignments $50.00 additional charge

Over 2 Hours

Level I $25.00 additional charge
Level II $30.00 additional charge
Level III $35.00 additional charge
RID $40.00 additional charge
Court Certified for Legal Assignments $50.00 additional charge

2 – 24 Hours.

Level I $20.00 additional charge
Level II $25.00 additional charge
Level III$30.00 additional charge
RID $35.00 additional charge
Court Certified for Legal Assignments $50.00 additional charge

LESS THAN A 5 DAY NOTICE

3. NON-EMERGENCY SERVICE

Rates for non-emergency services with **less than five-day lead time**

All Morning Rates: 8:00 a.m. – 12:00 p.m.	Level I $115.00 flat fee Level II $135.00 flat fee Level III $175.00 flat fee RID $220.00 flat fee
All Afternoon Rates: 1:00p.m. – 5:00p.m.	Level I $115.00 flat fee Level II $135.00 flat fee Level III $175.00 flat fee RID $220.00 flat fee
General Assignments (up to 2 hours)	Level I $75.00 flat fee Level II $100.00 flat fee Level III $120.00 flat fee RID $140.00 flat fee
Additional Hours for General Assignments	Level I $25.00 per hour Level II $30.00 per hour Level III $35.00 per hour RID $40.00 per hour
Evening and Weekend Hours Two hour minimum charge	Level I $40.00 per hour Level II $50.00 per hour Level III $60.00 per hour RID $70.00 per hour
Legal Assignments (up to 2 hours)	Court Certified $225.00 flat fee
Additional Hours (Legal)	Court Certified $90.00 per hour
Evening and Weekend Hours	Court Certified $90.00 per hour
Video Assignments	Court Certified $225.00 flat fee
Additional Hours (Video)	Court Certified $90.00 per hour
Computer Assisted Note-Taking Assignments (up to 2 hours if available)	$90.00 flat fee
Additional Hours (CANTA)	$45.00 per hour
Additional Hourly Premium for overtime	$10.00 per hour on all levels

5. ADDITIONAL SERVICES AVAILABLE

Real –time Captioning	$130.00 per hour two hour minimum
Sign Language Classes	$30.00 per hour
ADA Training /Awareness (groups of 5 or more)	one hour trainings $150.00
Auxiliary Aids training and demos	Free for one hour training
ADA Consultation on Deaf and Hard of Hearing issues	One hour training $150.00

EXHIBIT "C"
INSURANCE

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/3/2007

PRODUCER
Accurate Insurance Partners
2721 Fountain Plaza Suite A
Edinburg, TX 78539
956-618-9966

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
A Sign Language Interpreters, LLC
dba A Sign Language Company
2708 N 10th St Ste C PMB 266
McAllen, TX 78502
(956) 668-8233

INSURERS AFFORDING COVERAGE	NAIC#
INSURER A: COLONY INSURANCE COMPANY	
INSURER B: SAFECO INSURANCE	
INSURER C: Texas Mutual	
INSURER D: COLONY INSURANCE COMPANY	
INSURER E:	

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [X] CLAIMS MADE [ ] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC	AP509989	03/30/07	03/30/08	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 50,000 $ $ 1,000,000 $ 1,000,000 $ INCLUDED
B		AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [X] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS	04CC20836310	03/30/07	03/30/08	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
		GARAGE LIABILITY [ ] ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
		EXCESS/UMBRELLA LIABILITY [ ] OCCUR [ ] CLAIMS MADE [ ] DEDUCTIBLE [ ] RETENTION $				EACH OCCURRENCE AGGREGATE	$ $
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	SBP 0001141378	02/20/07	02/20/08	[X] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 500,000 $ 500,000 $ 500,000
D		OTHER PROFESSIONAL LIAB SIGN LANGUAGE TRN	AP509989	03/30/07	03/30/08	EACH OCC GEN AGG	$1,000,000 $1,000,000

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

NAMED INSUREDS PROFESSION: SIGN LANGUAGE INTERPRETER

B - AUTO LIABILITY COVERAGE INCLUDES UNINSURED/UNDERINSURED $1,000,000

CERTIFICATE HOLDER

ADDITIONAL INSURED:

HIDALGO COUNTY
100 E CANO
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 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

© ACORD CORPORATION 1988

AI-12770 **21.10.**

Requesting the 60 Day Extension with Rio Valley Pipe; National Waterworks;Varmicon Industries

CC REGULAR

Date:	12/16/2008
Submitted By:	Rocio Villarreal, PURCHASING DEPT.
Submitted For:	Rocio Villarreal
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Purchasing only:** Hidalgo County

Information

CAPTION

Requesting authority to exercise the sixty (60) day grace period extension (as provided in contract) for the "Reinforced Concrete, Polyethylene, Heavy Wall Concrete, Polyvinyl Chloride Irrigation Pipe 80 PSI, Corrugated PVC & Steel Storm Pipes, Rubber Gasket Joint Concrete Pipes & Additional Misc. Items under the same rates, terms and conditions with Rio Valley Pipe, Varmicon Industries, and National Waterworks, Inc. with an effective date of 01/01/09 - 03/01/09 so as to have no lapse in service while the procurement process is completed.

BACKGROUND

Fiscal Impact

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

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

BUDGETARY IMPACT:

8-1201-431-00-121-005-0-674
8-1202-431-00-122-006-0-674
8-1203-431-00-123-005-0-731
8-1203-431-00-123-005-0-674
8-1204-431-00-124-007-0-674
8-1204-431-00-124-007-0-731
8-1100-415-18-160-001-0-540

Attachments

Link: Rio Valley Pipe

Link: Varmicon

Link: National Waterworks

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	12/11/2008 12:54 PM	APRV
2	Budget & Management	Veronica Lopez	12/11/2008 03:00 PM	APRV

3	Roland Garcia	Rolando Garcia	12/12/2008 11:52 AM	APRV
4	Auditor's Office	Linda Fong	12/12/2008 12:10 PM	APRV

Form Started By: Rocio Villarreal Started On: 12/10/2008 03:35 PM

Final Approval Date: 12/12/2008

PURCHASING DEPARTMENT
County Of Hidalgo

December 9, 2008

Roger V. Gonzalez
Rio Valley Pipe, LTD
7301 W. Expressway 83
Mission, Texas 78512

Via Fax (956) 584-5847

Re: C-06-276-10-10-Reinforced Concrete, Polyethylene, Heavy Wall Concrete, Polyvinyl Chloride Irrigation Pipe 80 PSI, Corrugated PVC & Steel Storm Pipes, Rubber Gasket Joint Concrete Pipes & Additional Misc. Items for Hidalgo County

Dear Mr. Gonzalez:

Commissioners' Court will take applicable action (Tuesday, December 16, 2008) in connection with the Hidalgo County's option to extend/renew for an additional sixty (60) day period as provided in the current agreement (under the same rates, terms and conditions). Effective date of renew/extension is of January 1, 2009. Please acknowledge receipt of this notice of extension by signing below and returning to the Purchasing Department by no later than, Friday, December 12, 2008, 5:00 p.m., via facsimile to (956) 956-318-2629.

By: _____ Date: _____

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

Sincerely,

Rocio Villarreal
Hidalgo County Contracts Manager

PURCHASING DEPARTMENT
County Of Hidalgo

December 9, 2008

Via Fax (956) 425-3336

Ford Barnes, President, C.O.O.
Varmicon Industries
PO Box 531808
Harlingen, Texas 78553-1808

Re: C-06-276A-10-10-Reinforced Concrete, Polyethylene, Heavy Wall Concrete, Polyvinyl Chloride Irrigation Pipe 80 PSI, Corrugated PVC & Steel Storm Pipes, Rubber Gasket Joint Concrete Pipes & Additional Misc. Items for Hidalgo County

Dear Mr. Barnes:

Commissioners' Court will take applicable action (Tuesday, December 16, 2008) in connection with the Hidalgo County's option to extend/renew for an additional sixty (60) day period as provided in the current agreement (under the same rates, terms and conditions). Effective date of renew/extension is of January 1, 2009. Please acknowledge receipt of this notice of extension by signing below and returning to the Purchasing Department by no later than, Friday, December 12, 2008, 5:00 p.m., via facsimile to (956) 956-318-2629.

By: Ford Barnes Date: 12-09-08

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

Sincerely,

Rocio Villarreal
Hidalgo County Contracts Manager

PURCHASING DEPARTMENT
County Of Hidalgo

December 9, 2008

Mr. Mark Gonzalez
National Waterworks, Inc.
PO Box 2227
McAllen, Texas 78501

Via Fax (956) 687-5918

Re: C-06-276B-10-10-Reinforced Concrete, Polyethylene, Heavy Wall Concrete, Polyvinyl Chloride Irrigation Pipe 80 PSI, Corrugated PVC & Steel Storm Pipes, Rubber Gasket Joint Concrete Pipes & Additional Misc. Items for Hidalgo County

Dear Mr. Gonzalez:

Commissioners' Court will take applicable action (Tuesday, December 16, 2008) in connection with the Hidalgo County's option to extend/renew for an additional sixty (60) day period as provided in the current agreement (under the same rates, terms and conditions). Effective date of renew/extension is of January 1, 2009. Please acknowledge receipt of this notice of extension by signing below and returning to the Purchasing Department by no later than, Friday, December 12, 2008, 5:00 p.m., via facsimile to (956) 956-318-2629.

By: _____ Date: _____

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

Sincerely,

Rocio Villarreal
Hidalgo County Contracts Manager

AI-12764 **21.11.**

Lease of Office Space for Urban County Program

CC REGULAR

Date:	12/16/2008
Submitted By:	Sandra Montalvo, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Purchasing only:** Hidalgo County

Information

CAPTION

Urban County Program:
Recommending award of bid and approval of lease document/contract (reviewed by legal counsel as to form) to lowest bidder meeting all specifications/requirements as hereto for Hidalgo County-Urban County Program- "Lease of Office Space for Urban County Program" Bid No. 2008-345-10-15-SMA

BACKGROUND

1. Current Contract expires 12/31/08
2. Contract Document was reviewed and approved as to form by legal counsel on 12/09/08
3. Recommending vendor is "Los Tesoros Investments, LTD"

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1288-463-00-250-005-0-899

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

BUDGETARY IMPACT:

Urban County funds will be used for the lease of office space. Funds available as of 12-12-08.

Attachments

Link: Recommendation, Tabulation, Participation & Contract

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	12/11/2008 12:48 PM	APRV
2	Budget & Management	Veronica Lopez	12/11/2008 02:57 PM	APRV
3	Veronica Lopez	Veronica Lopez	12/12/2008 09:02 AM	APRV
4	Auditor's Office	Linda Fong	12/12/2008 12:09 PM	APRV

Form Started By: Sandra Montalvo Started On: 12/10/2008 03:17 PM

Final Approval Date: 12/12/2008

PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM

TO: Diana Serna, Director
Urban County Program
Attn. Hilda Bazan

FROM: Sandra Montalvo, Buyer
Hidalgo County Purchasing Department

DATE: October 17, 2008

RE: **Bid Award Recommendation Request for Bid No. 2008-345-10-15-SMA -HIDALGO COUNTY URBAN COUNTY PROGRAM-" Lease of Space for Urban County Program"**

We have received two (2) responses to the above referenced project. Please review and reply with your recommendation. We need to present your recommendation on the next Commissioner's Court Meeting; therefore, we would like to have your response on or before the following deadline.

Please indicate your recommendation or any concerns on the space provided below and reply to the Purchasing Dept. **via fax to (956)-318-2629 or (956) 292-7612 by no later than , Monday, October 20, 2008 @ 12:00 P.M. in order to place this item on the agenda for next Commissioners Court Meeting, Tuesday, October 28, 2008.**

If you should have any questions or need additional information please contact me at (956) 318-2626 x=4865

AWARD TO VENDOR(S):	RECOMMENDATION (BASIS)
Los Tesoros Investments LTD, Pharr, TX	Based on lowest bid submitted meeting specifications

BUDGET ACCOUNT #: 5008-99-2101-6443-9900

Diana R. Serna — Diana R. Serna — October 20, 2008

Authorized Signature — Printed Name — Date

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG
SPECIFICATIONS/BID PACKETS

RFB-RFP-RFQ

BID OPENING DATE: October 15, 2008 BID OPENING TIME: 9:30 A.M.
DEPARTMENT/BID DESCRIPTION:"HIDALGO COUNTY -Lease of Office Space for Urban County Program"
BID NO.: 2008-345-10-15-SMA

NAME OF VENDOR: COMPANY/FIRM	BID REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	ADDRESS & PHONE NO
1. Meyer and Lamb Development Group Attn: Scott Meyer	TR	Sandra Montalvo	09/29/08	5111 N. McColl Rd McAllen, Tx 78504 956-686-0000 (office) smeyer1039@aol.com
2. Roy Ibanez, Jr. Attorney at Law Attn. Roy Ibanez Jr.	EMR	Sandra Montalvo	09/29/08	1410 Dove McAllen, Texas 78504 956-686-1511 956-686-1663(fax) ribanez@ribanez.com
3. Los Tesoros Investments LTD. Attn: Cruz Cantu III or Rosie	BLM	Sandra Montalvo	09/29/08	810 West Ferguson Pharr, Tx 78577 956-787-8539 (office) 956-787-4722 (fax) rosieleal@bizrgv.rr.com
4. Quality Medical Supply Attn: Armando Rodriguez	EMR	Sandra Montalvo	10/06/08	805 N. Cage , Suite F Pharr, Tx 78577 956-283-8703 (office) qualitymedicalsupply@yahoo.com
5				
6.				

***VIA:**
IN PERSON (IP)
TELEPHONE REQUEST (TR)
BIDDER LIST MAIL OUT (BLM)
E-MAIL REQUEST (EMR)
FACSIMILE (FAX)

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION SHEET

DEPARTMENT NAME: HIDALGO COUNTY- URBAN COUNTY PROGRAM

BID OPENING DATE: October 15, 2008	**BID OPENING TIME: 9:30 A.M.**

DESCRIPTION OF BID: "LEASE OF OFFICE SPACE FOR URBAN COUNTY PROGRAM"

BID NO: 2008-345-10-15-SMA			**BUYER: SANDRA MONTALVO**
	NAME OF COMPANY	**PER SQ. FT. PRICE**	**TOTAL PRICE per month**
#1	Los Tesoros Investments LTD, (Pharr, Tx)√	$ .85 8,500 total sq. ft.	$7, 225.00
#2	Santo Andrei, LTD-(McAllen, Tx)	$1.30 8,430 total sq. ft.	$10, 959.00
#3			
#4			
#5			
#6			
#7			
#8			
#9			

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

LEASE
C-08-345-12-16

THIS LEASE is made and entered into by and between **LOS TESOROS INVESTMENTS I, LTD.**, a Texas limited partnership, referred to in this Lease as Lessor, and **THE COUNTY OF HIDALGO URBAN COUNTY PROGRAM**, referred to in this Lease as Lessee.

In consideration of the mutual covenants and agreements set forth in this Lease, and other good and valuable consideration, Lessor demises and leases to Lessee, and Lessee leases from Lessor, that certain real property described on Exhibit "A", attached hereto. The premises leased hereunder are referred to in this Lease as "the Premises" or "the Leased Premises."

ARTICLE I. TERM

Term of Lease

1.1 Except as otherwise herein provided, the term of this Lease shall be for three (3) years commencing on **January 1, 2009** the commencement date (as hereinafter defined) and ending on the termination date **December 31, 2012** (as hereunder defined) unless sooner terminated or as provided in this Lease, or unless renewed and extended in accordance with Paragraph 1.2, hereof. If the Premises are sold to an unrelated third party (not affiliated by common ownership with Lessor) at a time when more than one (1) year remains on the unexpired portion of the term of this Lease, then the unexpired portion of this Lease may, at Lessee's option, be shortened to one (1) year from the date of such sale.

Renewal or Termination

1.2 Lessee shall have the right and option to renew and extend the term of this Lease for an additional one (1) year period. If Lessee desires to renew and extend the term of this Lease for such renewal period, Lessee must give Lessor written notice of such renewal at least sixty (60) days

prior to the termination of the initial lease term. Any renewal or extension of this Lease shall be on the same terms and conditions as provided herein. This Lease shall terminate and become null and void without further notice on the expiration of the term specified in Article 1.1, unless sooner terminated or renewed and extended in accordance with this Article 1.2; and any holding over by Lessee after the expiration of that term shall not constitute a renewal of the Lease or give Lessee any rights under the Lease in or to the Leased Premises.

Holdover

1.3 If Lessee holds over and continues in possession of the Leased Premises after expiration of the term of this Lease, Lessee will be deemed to be occupying the Premises on the basis of a month to month tenancy, subject to all of the terms and conditions of this Lease. The inclusion of this Article 1.3 shall not be construed as Lessor's consent for Lessee to hold over.

Termination

1.4 Lessee may declare this Lease, and all rights and interest created by it, to be terminated upon giving the Lessor sixty (60) days written notice. Upon a Lessee's electing to terminate, this Lease shall cease and come to an end as if the day of the terminating party's election were the day originally fixed in the Lease for its expiration.

Lessor's Warranty of Quiet Enjoyment

1.5 Lessor covenants and agrees that Lessee on paying the rent and other charges herein provided for and observing and keeping the covenants, conditions, and terms of this Lease on Lessee's part to be kept or performed, shall lawfully and quietly hold, occupy, and enjoy the Leased Premises during the term of this Lease without hindrance or molestation of Lessor or any person claiming under Lessor except such portion of the Leased Premises, if any, as shall be taken under the power of eminent domain.

ARTICLE 2. RENT

Base Rent

2.1 Lessee agrees to pay to Lessor, during the term hereof, a monthly rental equal to the sum of **$ 7,225.00** per month as rent on an annual basis. In the event the Commencement Date is a day other than the first day of the month, the rent for the period from the commencement date to the last day of the month shall be prorated by dividing the monthly rental by thirty days, and multiplying the result by the number of days remaining in the month that includes the Commencement Date.

Time and Manner of Payment

2.2 All rent due under this article shall be paid by Lessee on a monthly basis and in advance, on the 1st business day of each month commencing on the Commencement Date. All installments of rent shall be paid in lawful money of the United States to the Lessor at **810 West Ferguson, Pharr, Texas 78577** or other such other location or locations as Lessor shall from time to time designate by written notice to Lessee. Any rent due for any partial month at the beginning or the end of the term hereof shall be prorated on the basis of a thirty day month.

Taxes

2.3 Lessor is responsible for rendering and paying all real estate taxes on the Property. Lessee shall be responsible for taxes, if any, on lessee's personal property located on the Premises.

ARTICLE 3. USE OF PREMISES

Permitted Use

3.1 Lessee may use the premises for law enforcement, office and warehouse storage space and for any other lawful purpose.

Waste, Nuisance, or Illegal Use

3.2 Lessee shall not use, or permit the use of, the Premises in any manner that results in

waste of the Premises or constitutes a nuisance or violates any statute, ordinance, rule or regulation applicable to the premises or for any illegal purpose.

ARTICLE 4. REPAIRS AND MAINTENANCE

4.1 Lessee shall be responsible for providing general janitorial service. Lessee shall be responsible for all repairs and maintenance in connection with damage to the Premises, and damage to fixtures and improvements resulting form negligent for willful acts of the Lessee, or the Lessee's employees, agents, licenses or invitees. In addition, Lessee shall repair all injury caused by the installation or removal of furniture, fixtures or property permitted under this Lease to be removed from the Leased Premises. All such repairs shall be made in a good, workmanlike manner using high quality materials.

LESSOR'S AND LESSEE'S DUTIES TO REPAIR

4.2 Lessor shall maintain the foundation, roof, plumbing, heating, ventilation and air conditioning systems ("HVAC") and structural integrity of the Leased Premises and shall make all such necessary repairs to the foundation, roof plumbing, HVAC and structural integrity of the Leased Premises, except that Lessee shall make those repairs occasioned by Lessee's negligent use of the Leased Premises.

Lessor's duty

4.3 Lessor shall construct, repair and maintain the Leased Premises so that the Premises will have:

(1) Effective waterproofing and weather protection of the contents of the Leased Premises by watertight roof, exterior walls, windows, and doors.

(2) Plumbing facilities that conform to applicable law, maintained in good working order.

(3) A water supply approved under applicable law that is under the control of

Lessee, capable of producing hot and cold running water, or a system that is under the control of Lessor that produces hot and cold running water furnished to Lessee, and connected to a sewage disposal system conforming to applicable law.

(4) Heating, ventilation and air conditioning facilities conforming to applicable law which are more than adequate to heat, ventilate and air condition the improvements on the Leased Premises, and are maintained in good working order.

(5) Electrical lighting, with wiring and electrical equipment that conform to applicable law, maintained in good working order.

(6) Building, grounds, and appurtenances in every part clean, sanitary, and free from all accumulations of debris, and all areas under control of Lessor kept in every part clean, sanitary, and free from all accumulations of debris.

(7) Floor, stairways, and railings maintained in good repair.

(8) Entrances, restroom facilities and other applicable areas in conformity with the requirements of the Americans with Disabilities Act and any similar state law, and with regulations promulgated thereunder.

Lessee's Right to Repair for Lessor or Vacate

4.4 (a) If after Lessee's notice to lessor of repairs or maintenance which Lessor has a duty to undertake, Lessor neglects to make such repairs with sixty (60) days following written notice from Lessee, Lessee may make the repairs itself. In such a case, Lessee may deduct the expenses of the repairs from further payment of rent, terminate as of the date Lessee vacates the Premises and any rental shall be abated for the unexpired term of this Lease.

(b) For purposes of this Section 4.4, if Lessor make repairs at least fifteen (15) days following the date of Lessee's notice to Lessor, it will be presumed to have act in a reasonable time.

ARTICLE 5. UTILITIES

Utility Charges

5.1 Lessee shall pay all utility charges used in and about the Leased Premises during the term of this Lease, all such charges to be paid by lessee directly to the utility company or municipality furnishing the same, before the same shall become delinquent.

ARTICLE 6. ALTERATIONS, ADDITIONS, AND IMPROVEMENTS

Consent of Lessor

6.1 Lessee shall not make any alterations, additions, or improvements to the Leased Premises without the prior written consent of Lessor. Consent for nonstructural alterations, additions, or improvements shall not be unreasonably withheld by Lessor.

Property of Lessor

6.2 All alterations, additions, or improvements made by Lessee shall become the property of Lessor at the termination of this Lease. Lessor may, however, require that Lessee remove any or all alterations, additions, and improvements installed or made by Lessee, and any other property placed on the Premises by Lessee, upon termination of the Lease. In the event that Lessor requires Lessee to remove such alterations, additions, or improvements, Lessee shall repair any damage to the Premises caused by such removal.

ARTICLE 7. SIGNS

7.1 Subject to the written approval of Lessor, and further subject to applicable laws, ordinances and regulations, Lessee shall have the right to install a sign on the Leased Premises. Lessee must remove all signs at the termination of this Lease and repair any damage resulting from

the erection or removal of the signs.

ARTICLE 8. MECHANIC'S LIEN

8.1 Lessee will not permit any mechanic's lien or liens to be placed upon the Leased Premises or improvements on the Premises, and if such lien is claimed as a result of the acts of Lessee, will promptly pay the lien. If default in payment of the lien continues for twenty (20) days after written notice from Lessor to Lessee, Lessor may, at its option, pay the lien or any portion of it without inquiry as to its validity. Any amounts paid by the Lessor to remove a mechanic's lien caused to be filed against the Premises or improvements on the Premises by Lessee, including expenses and interest, shall be due from Lessee to Lessor and shall be repaid to Lessor immediately on rendition of notice, together with interest at ten percent (10%) per annum until repaid.

ARTICLE 9. INSURANCE AND INDEMNITY

Property Insurance

9.1 Lessor shall, at its own expense, during the term of this Lease, keep all buildings and improvements on the Leased Premises insured against loss or damage by fire with extended coverage to include direct loss by windstorm, hail, explosion, riot, or riot attending a strike, civil commotion, aircraft, vehicles, and smoke, in the aggregate amounts of not less than the full fair insurable value of the buildings and improvements. The insurance is to be carried by one or more insurance companies licensed to do business in Texas and approved by Lessee. The policies shall provide that any proceeds for loss or damage to buildings or to improvements shall be payable solely to Lessor, which sum Lessor shall use for repair and restoration purposes as provided herein. Lessee shall maintain all insurance on Lessee's personal property located within the Leased Premises and Lessee covenants and agrees that Lessor shall have no responsibility for damage or destruction of Lessee's personal property located within the Leased Premises.

General Liability Insurance

9.2 Lessee, at its own expense, shall provide and maintain in force during the term of this Lease liability insurance in the amounts deemed adequate by Lessor, naming Lessor as additional insured. Prior to occupancy of the Premises, lessee shall provide Lessor with evidence of such insurance.

Remedy for Failure to Provide Insurance

9.3 Lessor shall furnish Lessee with the original of all insurance policies required herein by this Article. If Lessor does not provide such policies or proof of such insurance within ten (10) days of the execution of this Lease, or if Lessor allows any insurance required under this Article to lapse after receipt of notice of cancellation or of non-renewal, or if Lessor fails to deliver proof of insurance showing coverages to Lessee prior to the effective date of such insurance and the original insurance policy within thirty (30) days thereafter, such failure shall be a default of Lessor under this Lease; or Lessee may, but shall not be required, to take out such insurance and pay the premiums on the necessary insurance to comply with Lessor's obligations under the provisions of this Article. Lessor agrees to reimburse Lessee all amounts spent by Lessor to procure and maintain such insurance within fifteen (15) days after demand from Lessor. Failure to pay such amount when due shall be a default of Lessee under this Lease.

ARTICLE 10. DAMAGE OR DESTRUCTION OF PREMISES

Notice to Lessor

10.1 If the Leased Premises, or any structures or improvements on the Leased Premises, should be damaged or destroyed by fire, tornado, or other casualty, Lessee shall give immediate written notice of the damage or destruction to Lessor, including a description of the damage and, as far as known to Lessee, the cause of the damage.

10.2 If the building on the Leased Premises should be totally destroyed by fire, tornado, or other casualty, or if they should be so damaged that rebuilding or repairs cannot be reasonably complete within thirty (30) working days from the date of the occurrence of the damage, this Lease, at the option of the Lessee, shall terminate and rent shall be abated for the unexpired portion of this Lease, effective as of the date of said occurrence.

10.3 If the Leased Premises should be damaged by fire, tornado, or other casualty, but not to such an extent that rebuilding or repairs can reasonably be completed with thirty (30) working days from the date of the occurrence of the damage, this Lease shall not terminate, but Lessor shall, at Lessor's sole cost and risk, proceed forthwith to rebuild or repair the Leased Premises to substantially the condition in which they existed prior to such damage. If the Leased Premises are to be rebuilt or repaired and are untenantable in whole or in part following such damage, the rent payable hereunder during the period in which they are untenantable shall be adjusted equitably.

ARTICLE 11. CONDEMNATION

Total Condemnation

11.1 If during the term of this Lease all of the Leased Premises should be taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right of eminent domain, or should be sold to the condemning authority under threat of condemnation, the Lease shall terminate, and the rent shall be abated during the unexpired portion of this Lease, effective as of the date of the taking of the premises by the condemning authority.

Partial Condemnation

11.2 If less than all, but more than ten percent (10%) of the Leased Premises is taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right of eminent domain, or should be sold to the condemning authority under threat of condemnation,

Lessee may terminate the Lease by giving written notice to Lessor within thirty (30) days after possession of the condemned portion is taken by the entity exercising the power of condemnation. If the Leased Premises are partially condemned and Lessee fails to exercise the option to terminate the Lease under this section, or if less than ten percent (10%) of the Leased Premises are condemned, this Lease shall not terminate, but Lessor may, at its sole expense, restore and reconstruct the building and other improvements situated on the Leased Premises to make them reasonably tenantable and suitable for the uses for which the Premises are Leased. The rent payable under Sections 2.1 of this Lease shall be decreased equitably during the period of such restoration or reconstruction.

Condemnation Award

11.3 Lessor and Lessee shall each be entitled to receive and retain such separate awards, and portions of lump sum awards, as may be allocated to their respective interest in any condemnation proceedings. The termination of this Lease shall not affect the rights of the respective parties to such awards.

ARTICLE 12. DEFAULT

Default by Lessee

12.1 If Lessee shall allow the rent to be in arrears more than ten (10) days after written notice of such delinquency, or shall remain in default under any other condition of this Lease for a period of fifteen (15) days after written notice from Lessor, Lessor may at its option, without notice to Lessee, terminate this Lease or, in the alternative, Lessor may re-enter and take possession of the Premises and remove all persons and property without being deemed guilty of any manner of trespass and relet the Premises, or any part of the Premises, for all or any part of the remainder of the Lease term, to a party satisfactory to Lessor and at such monthly rental as Lessor may with reasonable diligence be able to secure. Should Lessor be unable to relet after reasonable efforts to

do so, or should such monthly rental be less than the rental Lessee was obligated to pay under this Lease, or any renewal of this Lease, plus the expense of reletting, then Lessee shall pay the amount of such deficiency plus reasonable attorney's fees to Lessor.

Default by Lessor

12.2 If Lessor defaults in the performance of any terms, covenants, or conditions required to be performed by it under this Lease, in addition to other remedies afforded Lessee under this Lease or at law, lessee may elect that: Upon Lessee's notice to Lessor of repairs or maintenance which Lessor has a duty to undertake, Lessor neglects to make such repairs within sixty (60) days following written notice from Lessee. Lessee may vacate the Premises, in which case it shall be discharged from further payment of rent, the performance of all other terms and conditions of this Lease, and this Lease shall terminate as of the date Lessee vacates the Premises and any rental shall be abated for the unexpired term of this Lease.

Cumulative Remedies

12.3 All rights and remedies of Lessor and Lessee under this Article shall be cumulative, and none shall exclude any other right or remedy provided by law or by any other provision of this Lease. All such rights and remedies may be exercised and enforced concurrently and whenever, and as often, as occasion for their exercise arises.

Waiver of Breach

12.4 A waiver by either Lessor or Lessee of a breach of this Lease by the other party does not constitute a continuing waiver or a waiver of any subsequent breach of the Lease.

ARTICLE 13. ASSIGNMENT AND SUBLETTING

Assignment and Subletting by Lessee

13.1 Lessee may not sublet, assign, encumber, or otherwise transfer this Lease, or any right or interest in this Lease or in the Leased Premises or the improvements on the Leased Premises,

without the written consent of Lessor. If Lessee sublets, assigns, encumbers, or otherwise transfers its rights or interest in this Lease or in the Leased Premises or the improvements on the Leased Premises, other than as specified herein, without the written consent of Lessor, Lessor may, at its option, declare this Lease terminated and Lessee and Lessor shall have no further obligation to each other under this Lease. In the event Lessor consents in writing to an assignment, sublease or other transfer of all or any of Lessee's rights under this Lease, the assignee or sublessee, must assume all of Lessee's obligations under this Lease, and Lessee shall remain liable for every obligation under the Lease. Lessor's consent under this section will not be arbitrarily or unreasonably withheld.

Assignment by Lessor

13.2 Lessor may assign or transfer any or all of its interests under the terms of this Lease.

ARTICLE 14. MISCELLANEOUS

Notices and Addresses

14.1 All notices required under this Lease will be deemed delivered when deposited in certified

or registered mail, addressed to the proper party, at the following addresses:

Lessor:	**Lessee:**
Los Tesoros Investments I, Ltd.	County of Hidalgo
Attn: Cruz Cantu III, Partner	Attn: County Judge
810 W. Ferguson	100 East Cano, 2nd Floor
Pharr, Texas 78577	Edinburg, Texas 78539

Either party may change the address to which notices are to be sent it by giving the other party notice of the new address in the manner provided in this section.

Parties Bound

14.2 This agreement shall be binding upon, and inure to the benefit of, the parties to the Lease and their respective heirs, executors, administrators, legal representatives, successors and assigns when permitted by this agreement.

Texas Law to Apply

14.3 This agreement shall be construed under, and in accordance with, the laws of the State of Texas, and all obligations of the parties created by this Lease are performable in Hidalgo County, Texas.

Legal Construction

14.4 In case any one or more of the provisions contained in this agreement shall for any reason be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions of the agreement, and this agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been included in the agreement.

Prior Agreements Superseded

14.5 This agreement constitutes the sole and only agreement of the parties to the agreement and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this agreement.

Amendment

14.6 No amendment, modification, or alteration of the terms of this agreement shall be binding unless it is in writing, dated subsequent to the date of this agreement, and duly executed by the parties to this agreement.

Rights and Remedies Cumulative

14.7 The rights and remedies provided by this lease agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive that party's right to use any or all other remedies. The rights and remedies provided in this Lease are in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

Attorneys' Fees and Costs

14.8 If, as a result of a breach of this agreement by either party, the other party employs an attorney or attorneys to enforce its rights under this Lease, then the breaching or defaulting party agrees to pay the other party the reasonable attorneys' fees and costs incurred to enforce the Lease.

Force Majeure

14.9 Neither Lessor nor Lessee shall be required to perform any term, conditions, or covenant in this Lease so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods, and any other cause not reasonably within the control of Lessor or Lessee and which by the exercise of due diligence Lessor or Lessee is unable, wholly or in part, to prevent or overcome.

Real Estate Commission and Finder's Fees

14.10 Neither Lessor nor Lessee has entered into any real estate commission or finder's fee agreements with any broker, agent or finder in respect of this transaction, and Lessor and Lessee each agree to indemnify and hold harmless the other from and against any and all claims, losses, damages, costs or expenses of any kind, or arrangement or understanding alleged to have been made by the indemnifying party or on its behalf with any broker, salesman or finder in connection with this Lease or the transactions contemplated hereby.

Estoppel Information

14.11 Lessee shall, at the request of Lessor, provide any and all information with respect to this Lease to any person designated by Lessor.

Time of Essence

14.12 Time is of the essence of this agreement.

THE UNDERSIGNED Lessor and Lessee execute this Lease on the___day of _____,2008.

Approved by Commissioners Court, _____,2008

Approved as to form:
Atlas & Hall, LLP

By:_____
Stephen L. Crain, Attorney

LESSOR:
Los Tesoros Investments I, Ltd

By:_____
Cruz Cantu III, Partner

ATTEST:

_____
Arturo Guajardo, Jr.,County Clerk

LESSEE:

_____
Juan D. Salinas, III, County Judge

EXHIBIT "A"
LEGAL DESCRIPTION

EXHIBIT "A"

HIDALGO COUNTY URBAN COUNTY PROGRAM
"LEASE OF OFFICE SPACE"
BID No. 2008-345-10-15-SMA

LEGAL DESCRIPTION OF PROPERTY:

Lots One (1), Two (2), and Three (3) Sugar Business Center at 495 Unit #1, an addition to City of Pharr, Hidalgo County, Texas.

Physical Address: 1916 Tesoro Blvd.
Pharr, Texas 78577

EXHIBIT "A"

HIDALGO COUNTY
"LEASE OF OFFICE SPACE FOR URBAN COUNTY PROGRAM"
BID NO.: 2008-345-10-15-SMA

S P E C I F I C A T I O N S

SCOPE OF SERVICES: Building should be in good working condition to provide as follows:

SPECIFICATIONS:

1. The proposed office building shall consist of a minimum of 7,500 to maximum of 8,500 square feet of available office space to house Hidalgo County Urban County Program and shall be located within the parameters of: **(North) Freddy Gonzalez (Edinburg), (South) Kelly Street (Pharr), (East) Raul Longoria Road and (West) Sugar Road.**

2. Bidder shall charge by the square foot.

3. The proposed bid premises shall meet all ADA accessibility requirements and shall be fully handicap accessible for all parking facilities provided by landlord. **(Minimum parking spaces: 35 - 40)**

4. The proposed bid premises shall have accessible handicapped restroom facilities for both men & women. Separate restrooms for employees shall also be provided.

5. Bidder shall maintain liability insurance on the proposed building. Bidder shall also maintain insurance against fire, accident and natural disaster.

6. Bid premises shall have water, sewer, garbage pickup in addition to electricity & natural gas. Lessor shall be responsible for electrical maintenance.

7. Bid premises shall be in good working condition and be handicap accessible to provide services to the residents of Hidalgo County. The bid premises shall have adequate air conditioning & heating available. Maintenance of air conditioning & heating shall be the responsibility of the Lessor.

8. An existing building must be ready for occupancy with all the specifications completed and in compliance with the Americans with Disabilities Act, one hundred twenty (120) days from the date of the bid award or the award will become void/null.

9. If any renovations to the building that are necessary in order to comply with the specifications mentioned herein said renovations will be made by the bidder and

at the bidder's expense. The renovations shall be completed and constructed according to the floor plan, diagram, or scheme as acceptable to the Urban County Director. All remodeling or renovations shall be completed within one hundred twenty (120) days after the date of bid award. If completion date is not met, bid will be become void/null.

10. The award of the bid will be evidenced by a written lease agreement in a form acceptable to Hidalgo County. A copy of the required lease is included as a draft in this bid package.

11. Hidalgo County reserves the right to reject all bids if it is in the best interest of the County.

REQUIREMENTS:

The awarded bidder shall adhere to the following insurance requirements:

1. Certificates of insurance shall be submitted to Hidalgo County Purchasing Department for approval prior to rental services being performed by Lessor hereunder.

2. Bidder must maintain liability insurance on the building plus insure building for fire, accident and natural disaster. Also, bidder shall maintain liability insurance on the premises as described and listed in Insurance Requirements SEE EXHIBIT "C" attached.

3. Property insurance policy shall provide that any proceeds for loss or damage to building or to improvements shall be payable solely to Lessor, which sum shall be used by Lessor's for repair and restoration purpose.

4. Each policy of insurance required hereunder shall extend for a period equivalent to or longer than the term of this Lease, and any insurer hereunder shall be required to give at lease thirty (30) days written notice to the County prior to cancellation of any such coverage on the termination date or otherwise the lease shall be automatically suspended upon the cancellation or other termination of required policy of insurance hereunder

TERMS & CONDITIONS:

1. The initial term of the contract/lease shall be for a period of three (3) years with the County's option to renew contract for one (1) additional year 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.

3. The bidder who will be awarded the contract will ensure that the facilities (toilets, water faucets, air conditioning, heating, etc.) within the building are working properly before and during the rental of the building and will provide all upkeep and maintenance under the contract terms.

3. Any and all repairs will be done on a timely manner as prioritized by Hidalgo County Urban Program.

4. Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.

5. Any contract award to a successful bidder will be in effect until:
(a) The contract expires
(b) Delivery and acceptance of products, and/or performance of services ordered, or
(c) Terminated by County with a (30) thirty day's written notice prior to cancellation/termination.

6. All cost 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.

7. Bidder must provide the legal description of the property along with your bid and include a proposed "FLOOR PLAN LAYOUT" of you facility.

ADDITIONAL INFORMATION:
Hidalgo County is requesting that any and all questions, inquiries and clarifications regarding quotes, bids, proposals or statements of qualifications be routed to: Martha L. Salazar, CPPB, Purchasing Agent, 2812 South Business 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE BY NO LATER THAN, Wednesday, October 8, 2008 by 5:00 P.M. Responses to said inquiries will be sent to applicants via facsimile by no later than **Friday, October 10, 2008 by 5:00 P.M.**

PLEASE PROVIDE THE LEGAL DESCRIPTION OF THE PROPERTY ALONG WITH YOUR BID

EXHIBIT "B"
PAYMENT SCHEDULE

EXHIBIT "B"

HIDALGO COUNTY-URBAN COUNTY PROGRAM

"Lease of Office Space for Urban County Program "

BID No.: 2008-345-10-15-SMA

BID FORM

Monthly charge for **"Lease of Office Space for Urban County Program"** as requested, but not limited to, in the specifications as listed in Exhibit "A" of this document and under the terms and conditions described for the initial three (3) years term with an additional one-year (1) renewal at the County's option to renew.

Price at $ 0.85 **per square foot.**

Total Square Feet of Proposed Building: 8,500

TOTAL MONTHLY BID PRICE: $ 7,225.00

Proposed Location (address) : 1916 Tesoro Blvd.
Pharr, Texas 78577

Legal: 300' E. of Sugar & Ferguson (495), Pharr, Texas

BIDDER/COMPANY NAME: Los Tesoros Investments I, LTD.

ADDRESS: 810 W. Ferguson

CITY: Pharr STATE: Texas ZIP CODE: 78577

PHONE No: (956) 787-8539 FAX No. (956) 787-4722

AUTHORIZED SIGNATURE: [signature]

PRINTED NAME: Cruz Cantu III

TITLE: GEneral Partner

EXHIBIT "C"
INSURANCE CERTIFICATE

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/20/2008

PRODUCER
Ronnie Cantu Insurance Agency, Inc.
810 West Ferguson
Pharr, TX 78577

956-787-8539

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
Los Tesoros Investments I LTD
810 W Ferguson
Pharr, Tx 78577

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: American Economy Insurance Co	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY					
		☑ COMMERCIAL GENERAL LIABILITY				EACH OCCURRENCE	$ 1,000,000
		☐ CLAIMS MADE ☑ OCCUR	02-BP-458845-3	04/27/2008	04/27/2009	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
						MED EXP (Any one person)	$ 10,000
						PERSONAL & ADV INJURY	$ 1,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE	$ 2,000,000
		☑ POLICY ☐ PRO-JECT ☐ LOC				PRODUCTS - COMP/OP AGG	$ 2,000,000
		AUTOMOBILE LIABILITY					
		☐ ANY AUTO				COMBINED SINGLE LIMIT (Ea accident)	$
		☐ ALL OWNED AUTOS				BODILY INJURY (Per person)	$
		☐ SCHEDULED AUTOS					
		☐ HIRED AUTOS				BODILY INJURY (Per accident)	$
		☐ NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident)	$
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		☐ ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	$
		☐ OCCUR ☐ CLAIMS MADE				AGGREGATE	$
		☐ DEDUCTIBLE					$
		☐ RETENTION $					$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				☐ WC STATU-TORY LIMITS ☐ OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	$
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	$
						E.L. DISEASE - POLICY LIMIT	$
A		OTHER Ultra Select Policy	02-BP-458845-3	04/27/2008	04/27/2009	LOC 002- ** Building - $795,000	

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

** Loc 002 - located at Tesoro Plaza at 1916 Tesoro St., Pharr, Tx
Occupancy - Office

CERTIFICATE HOLDER

Hidalgo County
Urban County Program
100 E Cano
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
RONNIE CANTU INSURANCE AGENCY, INC.

ACORD 25 (2001/08)

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E-mail to City/Copy in the mail.
" " to Co. — 08/20/08 ma

AI-12729 **21.12.**

Renewal/Extension On Voluntary Products

CC REGULAR

Date:	12/16/2008
Submitted By:	Vangie Garcia, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department
Purchasing only:	Hidalgo County

Information

CAPTION

Presentation for discussion, consideration and applicable action for Hidalgo County to utilize the option to exercise the second year of two (2)-one (1) year renewals/extensions as provided under the specification/requirements of RFP-Section 125 Voluntary Products, with the same rates remaining unchanged for the following voluntary products:

A. Dennis Carruth:
   Block Vision

B. Alamo Insurance Group:
   Cancer
   Universal Life
   Heart/Stroke & Critical Illness
   AIG-Accidental Insurance
   Group Disability Plan with Unum

BACKGROUND

Renewal/Extension commencing February 1, 2009.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

This are "Voluntary Products" that Hidalgo County offers to its County Employees. It is at the cost of the County Employee and not to Hidalgo County. All products are fiscal responsibility of eligible participants (employees).

Attachments

Link: DENNIS CARRUTH (BLOCK VISION)

Link: ALAMO INSURANCE

Link: EXHBIIT A REQUIREMENTS

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	12/11/2008 01:41 PM	APRV

2	Budget & Management	Veronica Lopez	12/11/2008 02:52 PM	APRV
3	Dale Kennan	Dale Kennan	12/11/2008 03:21 PM	APRV
4	Auditor's Office	Linda Fong	12/12/2008 12:06 PM	APRV

Form Started By: Vangie Garcia Started On: 12/10/2008 08:55 AM

Final Approval Date: 12/12/2008

block vision

November 3, 2008

Vangie Y. Garcia
County of Hidalgo
2802 S. Business Hwy. 281
Edinburg, TX 78539

Dear Ms. Garcia,

Block Vision and National Guardian Life Insurance Company welcome the opportunity to continue our business relationship with you for a new 12-month period, and we look forward to providing continued vision plan coverage to the employees and dependents of County of Hidalgo.

I am pleased to inform you that your current rates will remain in effect for the next 12-month period. The rates set forth below are guaranteed from February 1, 2009 through January 31, 2010.

Employee Only	$ 6.75
Employee + Spouse	$11.50
Employee + Child(ren)	$12.15
Family	$18.25

In closing, I would like to reiterate that Block Vision and National Guardian Life Insurance Company value our relationship with the County of Hidalgo, and we look forward to a long and mutually-beneficial relationship with you. If you have any questions, please do not hesitate to contact me at 866-265-0517, Ext. 5732.

Very truly yours,

Shelle Wilder
Operations Manager, Block Vision

» 6737 W. Washington St. • Suite 2202 • West Allis, WI 53214 | Phone: 414.475.1875 • Fax: 414.475.1599 • Toll Free: 1.800.883.5747
» 120 West Fayette Street • Suite 700 • Baltimore, MD 21201 | Phone: 410.752.0121 • Fax: 410.752.8969 • Toll Free: 1.800.243.1401

Evangelina Garcia

From: Javier C. Guevara [jguevara@alamoinsgrp.com]
Sent: Wednesday, December 03, 2008 4:05 PM
To: Evangelina Garcia
Cc: Leticia Garcia
Subject: FW: RENEWAL/VOLUNTARY PRODUCTS

Hi Vangie,

Here is a copy of my confirmation that all companies were notified....also, please be advised that all products and rates remain unchanged effective 2/1/2009.

Regards,
Xavier Guevara

From: Javier C. Guevara
Sent: Friday, November 07, 2008 1:00 PM
To: 'Evangelina Garcia'
Subject: RE: RENEWAL/VOLUNTARY PRODUCTS

Hi Vangie,

Regarding your email please be advised all have been notified.

Regards,
Xavier Guevara

Alamo Insurance Group, Inc.
3201 Cherry Ridge Drive Suite D405
San Antonio, Texas 78230

Voice 210-524-7113
Fax 210-524-7164
Cell 210-313-0083
jguevara@alamoinsgrp.com

AS AN ADDED BENEFIT TO OUR CLIENTS, ALAMO INSURANCE GROUP HAS ADDED DIRECT INWARD DIALING FOR BETTER SERVICE FOR OUR CLIENTS. WE HAVE INITIATED AUTOMATED ATTENDANT AT OUR OFFICES AND I WOULD LIKE TO TAKE THIS OPPORTUNITY TO INFORM YOU THAT YOU MAY CALL DIRECTLY TO MY DESK AS WELL AS FAX ME DIRECTLY. MY DIRECT NUMBERS ARE LISTED ABOVE.

THANK YOU FOR YOUR BUSINESS AND WE HOPE THAT THIS ADDED BENEFIT WILL BETTER ENABLE YOU TO REACH ME PROMPTLY.

Right-click here to download

EXHIBIT A
REQUIREMENTS

HIDALGO COUNTY
REQUEST FOR PROPOSAL

Section 125 Voluntary Products
RFP No: 06-339-10-25CGV

Hidalgo County is inviting for sealed proposals from qualified * firms to provide for * . The County of Hidalgo is seeking to enter into a * services contract(s) with a state-registered (Texas) * firm. The Hidalgo County Purchasing Department will receive sealed envelopes containing proposals for the provision of "**Section 125 Voluntary Products**" as specified herein. Sealed proposals will be accepted until **9:30 A.M., Wednesday, October 25, 2006. ANY RFP RECEIVED AFTER THAT DATE AND TIME WILL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED.**

The Hidalgo County Drainage District No. 1 Board of Director's may, at their option, utilize the "Section 125 Voluntary Products" provider(s) selected by Hidalgo County for Hidalgo County Drainage District No. 1. Should the Board of Director's of Hidalgo County Drainage District No. 1 decide the firm(s) selected as the Provider(s) are the same as the ones selected by Hidalgo County, the Provider(s) shall offer Hidalgo County Drainage District No. 1 the same terms and provisions as it offers Hidalgo County.

Deliver Submittal to:

RFP No: **06-339-10-25CGV**
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
100 E. Cano, 4th Floor
Edinburg, Texas 78539

The Submittal Envelope Must Show the RFP Number, Name and Acceptance Date.

The following outlines the Request For Proposal:

SECTION I GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION: Hidalgo County is requesting that sealed proposals must be routed to Martha L. Salazar, CPPB, Purchasing Agent, at 100 E. Cano, 4th Floor, Edinburg, Texas 78539. **WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMILE BY NO LATER THAN** Wednesday, October 11, 2006, at 5:00 P.M. at (956) 318-2629. Responses will be sent to all applicants via facsimile by Friday, October 13, 2006 by 5:00 P.M. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

PROPOSER'S AFFIDAVIT: Respondents to this RFP must submit a signed Proposer's Affidavit (attached herein in Exhibit "D") certifying that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit; (2) that the Respondent does not have a Conflict of Interest as described in the Proposer's Affidavit; or that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

SUBCONTRACTING: The successful submitter may not subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

SECTION II
RFP REQUIREMENTS

Request For Proposal: The required contents and limitations for the preparation of the RFP are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFP. A total of **one (1) original and seven (7) copies** of the RFP shall be submitted to the address on the cover letter, with the proposers name and address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package, **"RFP NO.: 06-339-10-25CGV – "SECTION 125 VOLUNTARY PRODUCTS"** in County's Purchasing Department, 100 E. Cano, 4th Floor, Administration Building, Edinburg, Texas, **on or before 9:30 a.m., Wednesday, October 25, 2006. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY PROPOSAL RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH THE FOLLOWING REFERENCE: RFP NO. 06-339-10-25CGV – "SECTION 125 VOLUNTARY PRODUCTS".**

Contents: The required contents for the RFP are presented below in the order they should be incorporated into the submitted document.

UNDERSTANDING THE PROJECT: This section should demonstrate the submitter's understanding of the project needs, the work required, and any local issues or concerns. This description should be concise, candid, and limited to 3 pages in length.

REQUIREMENTS:

Personnel and Staffing: The firm should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for each biographic summary provided.

Required Certifications and Submittal: This section will contain any licenses and certifications as required by the STATE OF TEXAS and HIDALGO COUNTY. Proposers should add copies of their Professional Liability Insurance.

DURATION OF CONTRACT: The initial term of the contract shall be for: **a)** one (1) year with the County's option to renew for additional two (2) one (1) year contracts or, **b)** Multiple three (3) year rate guarantee. In addition, any renewal must be delivered to the County of Hidalgo ninety (90) days prior to renewal. Hidalgo County reserves the right to continue this proposal for an additional sixty (60) day Grace Period at the end of the contract term.

SCOPE OF SERVICES: Hidalgo County is requesting sealed proposals from insurance carriers to provide all the Section 125 Voluntary Products to the employees and employees' dependents. The insurance contract will encompass all project-related insurance services to the County of Hidalgo including, but not limited to, the following:

AI-12693 **21.13.**

COOP's Authority to Purchase

CC REGULAR

Date:	12/16/2008
Submitted By:	Tanya Delira, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department

Purchasing only: Hidalgo County

Information

CAPTION

Presentation for discussion, consideration and approval to utilize the following cooperative purchasing vendors, for purchases on an "AS NEEDED BASIS" through our membership/participation with Texas Procurement and Support Services (TPASS), (DIR) Department of Information Resources, (TCPN) The Cooperative Purchasing Network, US Communities, awarded pricing including, but not limited to, Precincts, Department, Programs, Agencies, etc.:

Department of Information Resources

CDW-Government	Computers, Components, Peripherals and Software	DIR-SDD-223 DIR-SDD-673

US Communities

AutoZone	Auto Parts and Accessories	No 0601343

TASB-Buyboard

SGS Industrial Supplies, Inc. DBA Sea Garden Sales	Public Safety & Fire House Supplies & Equipment	#284-08

BACKGROUND

Fiscal Impact

FISCAL YEAR:	2008	ACCT. #:	Various
FUNDS AVAILABLE Y/N?:	Yes	MATCHING FUNDS Y/N?:	

BUDGETARY IMPACT:

Funding for this item is on an "As Needed" basis to be determined by user department and or/budget office at time of purchase.

Attachments

Link: COOP Authority to Purchase

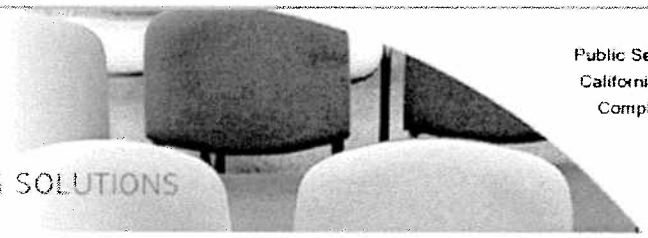
Link: Coop Authority to Purchase

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	12/11/2008 11:41 AM	APRV
2	Budget & Management	Veronica Lopez	12/11/2008 02:49 PM	APRV
3	Veronica Lopez	Veronica Lopez	12/12/2008 11:50 AM	APRV
4	Auditor's Office	Linda Fong	12/12/2008 12:05 PM	APRV

Form Started By: Tanya Delira Started On: 12/08/2008 10:04 AM

Final Approval Date: 12/12/2008



U.S. COMMUNITIES

U.S. Communities Government Purchasing Alliance
a part of
U.S. COMMUNITIES

CONTRACT and RFP DOCUMENTS

All U.S. Communities contracts have been competitively solicited by a lead public jurisdiction in accordance with their public purchasing rules and regulations.

Office/School Supplies
- Office Depot

Office Furniture
- Haworth
- Herman Miller
- Knoll
- KI (Krueger Intl.)

School Furniture
- Virco

Technology Solutions
- GTSI Corp.

Office Machines
- Ricoh Americas Inc.
  - Lanier
  - Ricoh
  - Savin

Housing Compliance Services
- Compliance Services, LLC

P.E. Supplies
- Sportime

Auto Parts & Accessories
- AutoZone
- ALLDATA

Science/Labware Supplies
- Fisher Science Education

Maintenance and Hardware Supplies
- HD Supply Facilities Maintenance
- The Home Depot

Electrical Products
- Graybar

Telecommunications Supplies
- Graybar

Homeland Security Solutions
- Hagemeyer NA

Technology Products
- Tech Depot

Park & Playground
- Gametime
- Little Tikes
- Landscape Structures

Roofing Supplies & Services
- HCS

Janitorial Supplies
- ZEP Manufacturing Co.

Synthetic Turf & other Athletic Surfaces
- GSV/AstroTurf USA

NOTE: Clicking the supplier link will open a new window. If your pop-up blocker is enabled, please hold Ctrl key and click the link to open the supplier contract.

U.S. Communities
2033 North Main
Suite 700
Walnut Creek, CA 94596
Tel. No. (866) 472-7467
info@uscommunities.org

HermanMiller Knoll KI VIRCO

AUTO PARTS AND ACCESSORIES CONTRACT

Solicited by City of Charlotte/Mecklenburg County, NC.

Contract Term:5 years
Jun. 26, 2006 to Jun. 25, 2011
Extension: ability to extend up to an additional 24 months



Click Here to Request Contact

www.autozone.com
Tel. No. (866) 853-6459
Fax. No. (901) 495-8248
uscommunities@autozone.com

Contract Documents

- Auto Parts Contract No 0601343
- Autozone Contract Amendment #1
- Autozone Contract Amendment #2
- Autozone Contract Amendment #3

RFP Documents

- Request For Proposal
- RFP No 269-2006060 Posting Docs
- RFP Auto Parts Market Basket: Current Price Offering - Tier 1

RFP Posting Summary
No. of suppliers participated in the solicitation process:
4 invited; 2 responded; posted in the Internet

- U.S. Communities: Upcoming Contract

Date Posted: Mar. 27, 2006 to May 02, 2006

- State of NC Interactive Purchasing System

Date Posted: Mar. 27, 2006 to May 02, 2006

- DemandStar by Onvia

Date Posted: Mar. 27, 2006 to May 02, 2006

- Canadian MERX Public Tenders

Date Posted: Mar. 27, 2006 to May 02, 2006

- City of Seattle - Purchasing Services Bid Advertisements

Date Posted: Mar. 27, 2006 to May 02, 2006

- Beaverton School District, OR. - Purchasing

Date Posted: April 06, 2006 to May 02, 2006

- Illinois Municipal League

Date Posted: Mar. 27, 2006 to May 02, 2006

Back To Top

Vendor Contract Information

Proposal Documents | Back

Vendor: SGS Industrial Supplies, Inc
Address: 2771 Robindale Rd.
Brownville, TX 78526
Phone: (956) 831-4291
Contact: Bill Conner
Email: info@sgsindustrial.com
Federal ID: 59-0712226
Accepts RFQs: Yes
Contract: Public Safety & Fire House Supplies & Eq. #284-08
Effective Date: 4/1/2008
Expiration Date: 3/31/2011
Payment Terms: Net 30 days
Delivery Days: 4
Shipping Terms: Freight prepaid by vendor and added to invoice
Freight Terms: FOB Shipping Point
Ship Via: Best Way
Quote Reference Number: 284-08
Regions Served: All Texas Regions
States Served: Texas
Vendor Exceptions: Large items that cannot be shipped by UPS will be delivered freight fee to Cameron, Willacy, Hidalgo & Star counties only. All others will be subject to freight prepaid and added to invoice. If order is $2,500 or more it will be shipped freight free.
Return Policy: Returns are for full credit unless returned in used or "not new" condition. Special quotes and/or volume purchases may be subject to restocking charges.

[Log Out]

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State of Texas
Department of Information Resources
Leadership for Texas Government Technology



DIR Store - Products and Services

- Buyer Alerts
- Overview
- Go DIRect Program
- Customer Eligibility
- Customer FAQs
- Vendor FAQs

Related Information

- Contracting and Procurement Services Division
- Current Contracting Initiatives

Search DIR

Enter text here

Search

Advanced Search

Go DIRect

for Cameras, Scanners, Power Protection, Components, Peripherals, Services

CDW Government, Vendor ID 136-423-0110-800, offers the products and services listed below to Texas governmental and public educational entities at discounted prices through DIR's Go DIRect Program.

- Available Items
- How to Order
- Contract Information
- Contacts

Available Items

- Axis cameras
- D-Link cameras
- Canon scanners
- Tripp Lite power protection
- computer components
- peripherals
- related services

How to Order

- For product and pricing information, or for a quote, visit the CDW-G website or call Jay Carlile at 312-705-9592.
- Generate a purchase order, made payable to **CDW-G**
  Note: You must reference **Contract Number DIR-SDD-673** on your purchase order.
- Fax your purchase order and quote forms to 312-705-9492.

Contract Information

To access PDF files, use the free Adobe Acrobat Reader.

Contract DIR-SDD-673 expires 05/15/2009 (50 KB)
Appendix A, Standard Terms and Conditions (151 KB)

Appendix B, HUB Subcontracting Plan (79 KB)
Appendix C, Pricing (16 KB)

Contacts

CDWG Contact
Jay Carlile
Phone: 312-705-9592
Fax: 312-705-9492

DIR Contract Contact
Aiko Morales
Phone: 475-0515

Department of Information Resources
300 West 15th St., Suite 1300
Austin, TX 78701 (Map & Directions)
1-512-475-4700

Last updated November 26, 2008

State of Texas
Department of Information Resources
Leadership for Texas Government Technology



DIR Store - Products and Services

- Buyer Alerts
- Overview
- Go DIRect Program
- Customer Eligibility
- Customer FAQs
- Vendor FAQs

Related Information

- Contracting and Procurement Services Division
- Current Contracting Initiatives

Search DIR

Enter text here
Search
Advanced Search

Go DIRect

for HP Products and 3rd Party Products to Purchase or Lease

Hewlett Packard Company (HP), and authorized participating vendors, offer HP-branded products and related services, and select 3rd party products, to DIR eligible customers for purchase or lease at discounted prices through DIR's Go DIRect Program.

- Eligible Customers
- Available Products and Services
- Standard Configurations
- How to Order
- Texas Pricing and Product Information
- Contract Information
- Contacts

Eligible Customers

For eligibility clarification please visit the DIR Customer Eligibility page.

Note: All out-of-state customers must obtain prior approval from HP and DIR, and execute the Out-of-State Customer Interlocal Cooperation Agreement, in order to use this contract.

Available Products and Services

HP-branded Products

- **PC Products/Client (PSG)***
  - Desktops
  - Notebooks
  - Tablets
  - Thin Client
  - Workstations
  - PDAs
- **Imaging/Printing Products (IPG)***
  - All Printers
  - Multi-Function Units
  - Projectors

  - Digital Cameras
  - Scanners
  - Wide-Format Printers
- **Servers & Enterprise Products (TSG)***
  - Low-End/High-End Servers
  - Storage
  - Networking
  - OpenView Software
  - Re-Manufactured Servers/Storage

    * All related HP accessories, supplies, and components are available. Examples: monitors, mice, memory, hard drives, toner, printer drums, printer trays, cables, etc.

HP-related Services

- CarePaqs/Warranties
- Custom PC Imaging
- Installation
- Leasing
- Product Usage Training
- Seat Management for PC Products
- Technical Support

3rd Party Products

- APC
- Belkin
- Cisco
- Maxtor
- Symbol Technologies
- Targus
- Tripp Lite
- US Robotics
- Other name brands also available

  For all HP aftermarket and annual maintenance support services please see the DIR/HP contract DIR-BUSOP-178.

Standard Configurations (available to TX Customers only)

To view the current HP standard configuration offerings for selected specially priced desktop and notebook models please visit the HP Buyer Alert website.

How to Order

Texas Customers

- **Note:** Customers **must** reference **Contract Number DIR-SDD-**

223 on all orders placed under this contract.

- Submission of orders
  - Orders submitted directly to an Authorized Participating Vendor
    Customers may submit orders directly to a DIR/HP authorized participating Vendor on the HP Contacts and Resellers list, for processing and invoicing. Customer orders that are processed with a participating Vendor that is certified by the State as a Historically Underutilized Business (HUB) will capture 100% HUB credit for the procurement.
    Note: Not all vendors are certified to resell all product lines. Please see the HP-branded product classifications listed in the "Certified to Sell " column of this web page.
    Note: Normal contract pricing for all products is the same no matter which vendor you choose to order from.
  - Orders submitted directly to HP
    Customers may submit orders directly to HP for processing and invoicing. A customer may use any of HP's authorized dealers in conjunction with HP's Influencer Program. If doing so, the customer must reference the dealer's company name and address on the purchase order that the customer submits directly to HP.
    Note: HP resellers that are not on the HP Contacts and Resellers list are not authorized by HP or DIR to directly process and invoice orders under this contract.

Out-of-State Customers

- Out-of-State customers wanting to utilize the State of Texas HP contract must obtain prior approval from HP and DIR, and execute the Out-of-State Customer Interlocal Cooperation Agreement. Please see Contract Section 4 for details.
- Contract Number **DIR-SDD-223OOS** must be referenced on all approved Out-of-State customer orders placed under this Contract.

Texas Pricing and Product Information

- To obtain contract pricing and product information, please visit the HP State of Texas website.
  Note: The contract allows additional volume-based pricing discounts per individual needs.

Contract Information

To access PDF files, use the free Adobe Acrobat Reader.

Contract DIR-SDD-223 expires 05/02/2009 (65 KB)
Appendix A, TX DIR Standard Terms and Conditions (65 KB)
Appendix B, HUB Subcontracting Plan (113 KB) Revised 10/10/2008
Appendix C, TX Pricing and Product Index (115 KB)

Appendix D, TX Pricing and Product Index for Standard Configurations (115 KB)
Appendix E, Out-of-State Customer Interlocal Cooperation Agreement (17 KB)
Appendix F, Out-of-State Customer Product and Pricing Index (89 KB)
Appendix G, Master Lease Agreement (94 KB)
Appendix H, Software License Agreement (47 KB)
Appendix I, Seat Management Services for PC Products (18 KB)
Amendment 1 (12 KB)
Amendment 2 (14 KB)
Amendment 3 (14 KB)
Amendment 4 (13 KB)
Amendment 5 (14 KB)
Amendment 6 (21 KB)
Amendment 7 (23 KB)
Amendment 8 (15 KB)
Amendment 9 (20 KB)
Amendment 10 (25 KB)
Amendment 11 (26 KB)
Exhibit 1 (13 KB)
Exhibit 2 (29 KB)

Contacts

HP Contacts and Resellers

DIR Contract Contact
Brian Bell
Phone: 512-475-4903

Department of Information Resources
300 West 15th St., Suite 1300
Austin, TX 78701 (Map & Directions)
1-512-475-4700

Last updated October 23, 2008

AI-12610 **21.14.**

Fuel Credit Card Policy

CC REGULAR

Date:	12/16/2008
Submitted By:	Ovidio Gonzalez, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Purchasing only:** Hidalgo County

Information

CAPTION

Discussion, consideration and action on amending/updating the Fuel Credit Card Policy.

BACKGROUND

Please see attached Fuel Credit Card Policy.

Fiscal Impact

Attachments

Link: Fuel Card Policy Revised

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	12/04/2008 03:05 PM	APRV
2	Budget & Management	Veronica Lopez	12/04/2008 03:06 PM	APRV
3	Veronica Lopez	Veronica Lopez	12/12/2008 04:06 PM	APRV
4	Auditor's Office		12/12/2008 05:24 PM	NEW

Form Started By: Ovidio Gonzalez Started On: 12/03/2008 03:59 PM

Final Approval Date: 12/12/2008

Department of Budget & Management

Effective Date: February 26, 2008

Title: FUEL CREDIT CARD USE POLICY

1.0 Introduction

The purpose of this policy is to provide rules guidance and procedures for the use of Fuel Credit Cards and to provide for disciplinary action for the misuse thereof.

The Elected Official Department Head shall serve as the Fuel Card Manager. The Purchasing Agent / Assistant Purchasing Agent or the Travel Fuel Credit Card Specialist Coordinator shall serve as the County wide Fuel Card Administrator. The Fuel Card Manager shall be assigned responsibility for administering the Fuel Card Program for their respective office department. Each fuel card will be assigned to a specific county vehicle and is to be used exclusively for that vehicle and official county business. Additional fuel cards will be issued to authorized cardholders for non-vehicle related fuel purchases (e.g., lawnmowers and weed eaters).

a.) Card Manager and employees receiving a car allowance should not be able to hold a fuel card.
b.) Some fuel cards may need to be assigned to individuals for non-vehicle related fuel purchases.
c.) Under no circumstance should card be used for another vehicle other than that for which it is assigned.

OBTAINING A CREDIT CARD

a.) The Card Manager shall make requests to the Card Administrator fuel card(s);

    i.) Each card shall have pre-established merchant codes, credit limits, purchases limits; and limit on daily # of transactions.
    ii.) Requests for changes to these limits shall only be authorized by the Card Administrator.

b.) The Card Administrator shall obtain approval from Commissioner's Court before issuing a fuel credit card.
c.) Once approval is obtained the Card Administrator shall coordinate with the requester.
d.) The Card Administrator must provide face-to-face training to the Card Manager and Cardholder before fuel credit card(s) is issued. The fuel card shall not be released until the training is provided. The training shall be provided yearly to existing card holders. The Card Administrator shall maintain evidence of the training in the form of a sign-in sheet.

The Card Administrator shall require the cardholder to sign a fuel card agreement.

CARD SECURITY:

Fuel Cards shall be kept secure and safe by the Elected Official Department Head. It is the assigned employee's responsibility to safeguard the fuel card and their employee PIN numbers.

The Card Administrator shall maintain the name and number of the card issuer representative.

a.) The Card Administrator shall maintain a list of approved Cardholders and the Card Manager assigned to the card. The list shall include the authorized merchant codes credit limits, purchases limit; and limit on daily # of transactions. List shall be physically secured.
b.) An updated list shall be submitted to the accounts payable department each time a new user is approved removed.
c.) The Card Manager shall also maintain a list of approved cardholders for his/her department.
d.) Card design should be a unique color and signed to reduce the risk of being accidentally used as a personal credit card.
e.) Card should have pre-printed name of the organization above the name of vehicle ID.
f.) The card should be pre-printed to clearly state "Fleet" Fuel only on the front.

If the fuel card is lost or stolen the Elected Official/Department Head for the department shall notify the Purchasing Department designee immediately. The Purchasing Department will then notify (the fuel card company) to cancel the lost or stolen fuel card. A new card will be promptly issued. If the lost or stolen fuel card is subsequently found, the fuel card shall be returned to the Purchasing Department and will be destroyed.

FUEL CARD PURPOSE

Only authorized cardholders shall have access and use to a fuel card. Pursuant to Commissioner's Court's approval Hidalgo County will provide a fuel credit card (the "card") program to those Elected Officials, Departments, Agencies and Programs for the purpose of fueling fleet vehicles. Request for fuel cards must be presented to Commissioner's Court for approval to identify users of the cards.

Elected Officials, Department Head, Agency and or Program Directors may enact a more restrictive policy regarding usage of cards in their respective departments.

Fuel cards will be restricted to purchase of fuel for the County vehicles to which they are assigned. In addition fuel cards may be issued to authorized cardholders for non-vehicle related fuel purchases (i.e. lawnmowers and weed eaters). Under no circumstance is a fuel card to be used for personal vehicles or other use other county vehicles for which the card is not assigned.

If an employee finds it necessary to purchase fuel for a county vehicle or rental vehicle with personal funds as opposed to the fuel card a request for reimbursement should be submitted to the County Auditor's Accounts Payable Division along with proper supporting documentation (i.e. original receipts).

Fuel cards will have credit limit of $500.00 per month and two transactions per day unless otherwise requested and approve.

PROCEDURES

The following procedures are required and will be adhered to when using the Card.

a. A statement of Understanding (attached hereto) acknowledging the understanding of this policy and the sanctions for misuse must be signed and kept in a file by the Elected Officials, Department Head, Agency and Program Director for each individual utilizing the card.
b. A Purchase Order for the purchase of fuel must be open and valid prior to using the card. All funds for the cards shall be in the appropriated budget line items.
c. A signed roster of the employees using or possessing a card must be kept with the Elected Officials, Department Head with a copy to the Purchasing Department (County Wide Administrator) Agent.
d. When using the Card at a self serve pump, the employee will:
    - Enter the vehicle number.
    - Enter the odometer reading.
    - Enter P.I.N. (Personal Identification Number).
    - Request for receipt.
    - Submit receipt to their Elected Official, Department, Agency or Program Budget Clerk the same date.
    - If fueling after established Elected Official, Department, Agency or Program hours submit the receipt to the Elected official department Head the next business day.
e. if an employee loses a receipt the employee will submit an affidavit accounting for the specific lost data. The affidavit shall accompany request for payment to the Hidalgo County Auditors Office.
f. When the card statement is received then the Budget Clerk shall reconcile the charges.
g. If the statement is reconciled the Budget Clerk shall deliver all documents necessary for payment to the County Auditors Office.

h. If the statement is not reconciled the Budget Clerk shall notify the authorizing Elected Officials, Department Head, Agency or Program Director for resolution. If the statement cannot be reconciled internally, then the Budget Clerk shall notify Credit Card Company and dispute any amounts that are determined to be in error. The Budget Clerk shall deliver to the Count Auditors Office an annotated copy of the billing statement showing amounts in dispute with a request for payment on undisputed amounts.
i. The Budget Clerk shall deliver Card billings statements to the County Auditor's Office within (5) working days following receipt of the billing statement. The County Auditor's Office shall make every effort in the normal course of business to process valid billing statements for payments prior to the payment due dates.
j. The Card is never to be used for personal Non-County related purchases and/or securing of goods or service.
k. The Purchasing Agent at their discretion may terminate privileges at any time due to misuse abuse etc.

DOCUMENTATING PURCHASES

Cardholders shall be required to maintain a log of fuel purchases and receipts. The log will include:

a.) Date and purpose of the purchase, merchant name, and gallons purchased, name of the purchaser, total amount of purchase and odometer readings.

The Card Manager shall reconcile the log and receipts to the monthly statement will confirm odometer readings at the end of the month (on a sample basis) and analyze (on a sample basis) purchases being made frequent losses of receipts should result in disciplinary action. The Cardholder may also be required to pay charges with his/her own personal funds.

Every attempt should be made to ensure balances are paid in full each month (Resolution of disputed charges).

DISPUTED CHARGES

a.) The Card Manager shall inform the card administrator of disputed charges within two calendar days. Communication shall be documented.
b.) The Card Administrator shall inform the card issuer within two calendar days communication shall be documented.

Credit Card statement(s) shall be sent to Credit Card Manager and the Accounts Payable Department.

CANCELING A CARD

The Fuel Card Manager shall immediately notify the Fuel Card Administrator in writing when:

a.) A vehicle is sold, wrecked or removed from service;
b.) A vehicle is transferred to another county department; or
c.) An authorized card user's employment with the county is terminated.
d.) The written notification shall include a request to cancel the card. The reasons for canceling the card. Identify the fuel card number, vehicle identification number, unit number, license plate number and authorized user (if any).
e.) Upon written notification the Fuel Card Administrator shall request from the Credit Card Vendor the card be cancelled? The request shall be made in writing.
f.) The written request shall be filled for record keeping purposes.
g.) The Card Manager shall surrender and document to the Card Administrator for destruction and discarding of the card.

Fuel Card Rebates

Fuel Card rebates shall be addressed by the Department of Budget and Management for proper credit to the County of Hidalgo. The rebates shall be sent directly to the County Treasurer for deposit.

SEPARATION FROM COUNTY

Prior to separation from the County the employee shall surrender the fuel card to the Elected Official Department Head/Agency or Program Director. Upon receipt of the fuel card. The Elected Official Department Head/Agency Director will forward the fuel card along with required or applicable forms or documents to the Purchasing Agent. Thereafter the Purchasing Agent will contact (the fuel card company) and deactivate the fuel card and it will be destroyed.

TRANSFERRING TO ANOTHER COUNTY DEPARTMENT

Before transferring to another Count Department the Fuel Cardholder shall surrender the card to their respective Elected Officials, Department Head, Agency or Program Director. The procedures detailed in **SEPARATION FROM COUNTY** must be followed.

SANCTIONS

Any misuse of the card will result in reasonable disciplinary actions that may include a combination of the following:

- Termination of Employment
- Payroll deduction of any unauthorized purchases and of any administrative costs associated with any unauthorized purchase.
- Reimbursement to Hidalgo County for unauthorized purchase and any administrative costs associated with the unauthorized purchase.
- Transfer of duty that does not involve or require the use of the Card.
- Limitation on the use of the card and/or termination of the right to use the card at anytime with or without cause.
- Other discipline as authorized by the Elected Officials, Department Head, Agency or Program Director.

THE COUNTY OF HIDALGO TEXAS

FUEL CREDIT CARD POLICIES

STATEMENT OF UNDERSTANDING

I have read understood and will abide by the Fuel Credit Card Policy (The "Policy"). I understand that the Fuel Credit Card Policy is designed to improve the management and control of official business of the County of Hidalgo.

I further understand the issuance of a Fuel Credit Card (the "Card") to me is keeping with my assigned duties and responsibilities and that I am being specifically directed to:

- Abide by all policies rules and understandings with respect to the Card:
- Use the Card only for those necessary and reasonable expenses incurred or authorized for the direct purpose of the Fuel Credit Card Program.
- Make **ABSOLUTELY NO** personal use of the card.
- Use the card only as anticipated in the Budget.
- Use of the Card for emergency purchases must be completed as outlined in the policy.
- Retain and submit original receipts for all Card use.
- Keep the Card in my possession and control at all times.
- Allow no one else to use the Card assigned to me.
- Permanently surrender the Card when my duties no longer require the use of the Card.

I agree to comply with the terms and conditions of the Hidalgo County Fuel Credit Card Policy. I understand that any misuse of the Card will result in one or more of the following:

- Termination of employment.
- Payroll deduction of any unauthorized purchases and of any administrative cost associated with any unauthorized purchase.

- Reimbursement to Hidalgo County for unauthorized purchase and any administrative costs associated with the unauthorized purchase.
- Transfer of duty that does not involve or require use of the Card.
- Limitation on the use of the card and or termination of my right to use the Card at any time with or without cause.
- Other discipline as authorized by the Elected Official/Department Head for violation of Fuel Credit Card Policy.

I certify that I have read understood and agree to abide by the above and all other policies, procedures, features and regulations that apply to the County of Hidalgo, Texas Fuel and/or Fuel Credit Card Policy.

_____

Print Name

_____ _____ _____

Employee Signature Employee No. Date

_____

Department Name

AI-12761 **21.15.**

Computer Equipment Purchase

CC REGULAR

Date:	12/16/2008
Submitted By:	Matilde Faz, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department

Information

CAPTION

Purchasing Department:
Requesting authority to purchase computer equipment, software and/or peripherals through our membership/participation with (DIR) Department of Information Resources for the Purchasing Department with awarded vendor Dell Marketing L. P. contract #DIR-SDD-192, requisition #144954 for the total amount of $8,675.00

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1100-415-18-160-001-0-665

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

BUDGETARY IMPACT:

Funds Available pending line item transfer, AI-12720 for CC 12-16-08

Attachments

Link: Computers Purchase

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	12/11/2008 12:46 PM	APRV
2	Budget & Management	Veronica Lopez	12/11/2008 02:56 PM	APRV
3	Veronica Lopez	Veronica Lopez	12/12/2008 08:03 AM	APRV
4	Auditor's Office	Linda Fong	12/12/2008 11:58 AM	APRV

Form Started By: Matilde Faz Started On: 12/10/2008 03:08 PM

Final Approval Date: 12/12/2008

Requisition

Req # 00144954

PO #

Date: 12/09/08

Regular # 12761 12/10/08

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: PURCHASING DEPARTMENT
100 E. CANO, 4TH FL
EDINBURG TX 78539

Contact: **NIelda Cavazos**
956-318-2626

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
10.00	EACH	optix 760 Ultra Small Form Factor Base Up to 88 Percent Efficinet PSU	867.50	8,675.00
		Account No	Encumbrance	
			Freight	.00
			Total	8,675.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

DIR Regular

Authorized By: _____

DATE: December 9, 2008

DEPARTMENT HEAD: Martha L. Salazar

DEPARTMENT NAME: Purchasing Department

ACCOUNT NUMBER: 8-1100415-18-160-001-0

SUBJECT: Purchasing Department

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
535	Postage	665	minor computer equipment	1,400.00
745	Computer Equipment	665	minor computer equipment	8,295.68
			TOTAL	9,695.68

REASON: need to purchase a computer screen

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

__/__/__
DATE

ATTEST COUNTY CLERK

DELL

Roy 12/11/95 11

QUOTATION

QUOTE #: 464189088
Customer #: 17927132
Contract #: 9913578
CustomerAgreement #: DIR-SDD-192
Quote Date: 12/9/08
Customer Name: HIDALGO COUNTY

Date: 12/9/08 5:10:52 PM

TOTAL QUOTE AMOUNT:	$8,675.00		
Product Subtotal:	$8,675.00		
Tax:	$0.00		
Shipping & Handling:	$0.00		
Shipping Method:	Ground	Total Number of System Groups:	1

GROUP: 1 QUANTITY: 10	SYSTEM PRICE: $867.50 GROUP TOTAL: $8,675.00
Base Unit:	OptiPlex 760 Ultra Small Form Factor Base Up to 88 Percent Efficient PSU (224-2223)
Processor:	OptiPlex 760,Core 2 Duo E7300/2.66GHz,3M,1066FSB (311-9514)
Memory:	3GB,Non-ECC,800MHz DDR2,1X2GB 1X1GB,OptiPlex (311-9529)
Keyboard:	Dell USB Keyboard,No Hot Keys English,Black,Optiplex (330-1987)
Monitor:	No Monitor Selected, OptiPlex (320-3704)
Video Card:	Integrated Video,GMA 4500,DellOptiPlex 760 and 960 (320-7407)
Hard Drive:	80GB SATA 3.0Gb/s and 8MB DataBurst Cache,Dell OptiPlex (341-8006)
Floppy Disk Drive:	No Floppy Drive, Dell OptiPlexUltra Small Form Factor (341-3912)
Operating System:	Windows XP PRO SP3 with Windows Vista Business LicenseEnglish,Dell Optiplex (420-9570)
Mouse:	Dell USB 2 Button Optical Mouse with Scroll,Black OptiPlex (330-2733)
NIC:	ASF Basic Hardware Enabled Systems Management (330-2901)
CD-ROM or DVD-ROM Drive:	8X DVD+/-RW,Data Only,OptiPlexUltra Small Form Factor (313-7065)
CD-ROM or DVD-ROM Drive:	Roxio Creator Dell Edidion,9.0Dell OptiPlex (420-7963)
CD-ROM or DVD-ROM Drive:	Cyberlink Power DVD 8.1,No Media,Dell OptiPlex/Precision (420-9185)
Sound Card:	Heat Sink, Mainstream, Dell Optiplex Ultra Small Form Factor (311-9523)
Speakers:	No Speaker, OptiPlex (313-4825)
Cable:	OptiPlex 760 Ultra Small Form Factor 85PLUS Power Supply (330-1986)
Documentation Diskette:	Documentation,English,Dell OptiPlex (330-1710)
Documentation Diskette:	Power Cord,125V,2M,C13,Dell OptiPlex (330-1711)
Bundled Software:	Vista Premium Downgrade Relationship Desktop (310-9161)
Factory Installed Software:	No Dell Energy Smart Power Management Settings,OptiPlex (467-3564)
Feature	Resource DVD contains Diagnostics and Drivers for Dell OptiPlex 760 Vista (330-2019)
Service:	Basic Support: Next Business Day Parts and Labor Onsite Response 2 Year Extended (991-3622)
Service:	Basic Support: Next Business Day Parts and Labor Onsite Response Initial Year (991-6350)
Service:	Dell Hardware Limited Warranty Plus Onsite Service Extended Year(s) (992-6508)
Service:	Dell Hardware Limited Warranty Plus Onsite Service Initial Year (992-6507)
Misc:	DVI-to-Dual VGA/DVI Video Adapter Cable Dell OptiPlex Ultra Small Form Factor Factory Tied (310-9944)
Misc:	Shipping Material for System Trinity Ultra Small Form Factor,Dell OptiPlex (330-2021)

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

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. 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

AI-12765 **21.B.1.**

SOQ - Pct No 1 - Engineering Services

CC REGULAR

Date:	12/16/2008
Submitted By:	Laura Moya, PURCHASING DEPT.
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department
Purchasing only:	Prct. 1

Information

CAPTION

A. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A)(4) a professional service for Engineering Services in connection with Mi 5 ½ West Rd @ Mi 21 North;
B. Presentation of scoring grid (for the purposes of ranking by CC) of the firms graded & evaluated through the County's approved "pool" of engineers in connection with professional Engineering Services required for Mi 5 ½ West Rd @ Mi 21 North;

1st._____; 2nd._____; 3rd._____;
C. Authority for the Purchasing Department to negotiate a professional Engineering Services Contract with the No.1 ranked firm of _____ for the provision of Engineering Services for Mi 5 ½ West Rd @ Mi 21 North.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1201-431-00-121-052-0-733

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

BUDGETARY IMPACT:

available balance as of 12/11/08; $437,176.12

Attachments

Link: grid

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	12/11/2008 12:50 PM	APRV
2	Budget & Management	Veronica Lopez	12/11/2008 02:57 PM	APRV
3	Roland Garcia	Rolando Garcia	12/11/2008 03:51 PM	APRV
4	Auditor's Office	Linda Fong	12/12/2008 01:51 PM	APRV

Form Started By: Laura Moya Started On: 12/10/2008 03:18 PM

Final Approval Date: 12/12/2008

Agenda Item 12765

HIDALGO COUNTY Precinct No 1

FOR

"Mi 5 ½ W Rd @ Mi 21 North"

GRID

ENGINEER

	Quintanilla, Headley & Associates	Javier Hinojosa Eng	JE Saenz & Associates
Evaluator No 1	**95**	**90**	**85**
Total Scores			
RANKING by Commissioner's Court			

AI-12835 **21.B.2.**

Purchase of Various Drainage Improvement Equipment for Pct. #1

CC REGULAR

Date:	12/16/2008
Submitted By:	Oscar Garza, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Purchasing only:** Prct. 1

Information

CAPTION

Presentation for consideration, discussion, acceptance and approval of proposal(s) from various vendors as follows:
A. Requesting approval of Governmental Equipment Lease Purchase Agreement between Caterpillar Financial Services Corporation and Hidalgo County through the County's participation/membership with TASB Buyboard contract #268-07and approval of any matters incident thereto as requested by Hidalgo County Pct. #1. (Project #2008-487)
B. Presentation for consideration, discussion, acceptance and approval of proposal(s) received from Holt Cat, Weslaco TX awarded vendor through Hidalgo County's participation/membership with TASB Buyboard Contract #268-07 for purchase of 2-Caterpillar Inc 420E CAB4E Backhoe in an amount not to exceed $164,400.00. (Project #2008-488)
C. Presentation for consideration, discussion, acceptance and approval of proposal(s) received from John Deere Company, Weslaco TX awarded vendor through Hidalgo County's participation/membership with TASB Buyboard Contract #292-08 for purchase of (1) 4x4 6430 Standard Tractor in an amount not to exceed $52,316.16. (Project #2008-491)
D. Presentation for consideration, discussion, acceptance and approval of proposal(s) received from Rush Truck Centers of Texas, L.P. awarded vendor through Hidalgo County's participation/membership with HGAC Contract HT11-07 for purchase of (1)-2009 Peterbilt 340 Dump Truck in an amount not to exceed $92,927.00. (Project #2008-489)
E. Presentation for consideration, discussion, acceptance and approval of proposal(s) received from Kinloch Equipment & Supply awarded vendor through Hidalgo County's participation/membership with TASB Buyboard Contract#207-04 for purchase of (1) Trailer Mounted Sewer Cleaner in an amount not to exceed $52,898.00 (Project #2008-486)
F. Requesting authority to advertise for sealed bids for and approval of specifications (1) Hydraulic Side Arm Ditcher; (1) 62' Sickle Bar Type Safety Tree Limb Cutter and (1) High Shoulder Planer as requested by Pct. #1

BACKGROUND

As requested on 12/11/08 by PR Avila, Director of Operations for Pct. #1. Presentation for proposed equipment will be by Pct.#1

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1201-431-00-121-052-0-742

FUNDS AVAILABLE Y/N?: Yes **MATCHING FUNDS Y/N?:** No

BUDGETARY IMPACT:

Acct # 8-1201-431-00-121-052-0-742 as provided by Pct. #1 for purchase of proposed equipment.

Available balance as of 12/12/08; $1,000,000.00

Attachments

Link: Pct. #1

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	12/12/2008 01:01 PM	APRV
2	Budget & Management	Veronica Lopez	12/12/2008 01:26 PM	APRV
3	Roland Garcia	Rolando Garcia	12/12/2008 03:57 PM	APRV
4	Auditor's Office		12/12/2008 05:24 PM	NEW

Form Started By: Oscar Garza Started On: 12/11/2008 04:00 PM

Final Approval Date: 12/12/2008

PCT. #1

VENDOR	Equipment		Condition	Air and Cab	Estimated Delivery	By Board Vendor	Sale Price	Payment	Shipping
Out for Bids	*DSL-35-BHR Hydraulic Side-Arm Ditcher*		New	N/A		No	???		???
Out for Bids	*BT 100-62" Sickle bar type Safety Tree limb Cutter*		New	N/A		No	???		???
Out for Bids	*R72SST High Sholder Planer*		New	N/A		No	???		???
Kinloch Equipment & Supply, Inc.	1	Sewer cleaner Model 747FR200	New	N/A	2-3 Weeks	Yes	$52,898.00	$52,898.00	$0.00
HOLT Caterpillar	2	Caterpillar 324DL Excavator	New	Yes	2-3 Weeks	Yes	$226,700.00	$80,491.24	$0.00
HOLT Caterpillar	2	Caterpillar 330DL Excavator	New	Yes	2-3 Weeks	Yes	$294,415.00	$104,373.17	$0.00
HOLT Caterpillar	3	Caterpillar D6N XL Bulldozer	New	Yes	2-3 Weeks	Yes	$221,998.00	$78,700.52	$0.00
HOLT Caterpillar	4	Caterpillar 420E Backhoe	New	Yes	2-3 Weeks	Yes	$82,200.00	$82,200.00	$0.00
	4	Caterpillar 420E Backhoe	New	Yes	2-3 Weeks	Yes	$82,200.00	$82,200.00	$0.00
Neuhaus & Company, LTD	4	John Deer 4X4 6430	New	Yes	2-3 Weeks	Yes	$52,316.16	$52,316.16	$0.00
Rush Truck Centers of Texas, L.P.	1	2009 Peterbilt 340 Dump Truck	New	Yes	8-12 Weeks	Yes	$92,927.00	$92,927.00	$0.00

Total: $1,105,654.16 $626,106.09

RECEIVED Dec. 11, 2008

Dec 22

27

3

8-1201-431-00-121-052-0-742

Drainage Equipment

BID LOG DATA ENTRY FORM

[redacted]

Bid No.	Buyer	Project Type	BID PROCESS STATUS
2008487	OGG	STATE CONTRACTS	OPEN

Bid Description
LEASE OF CATEPILLAR EQUIP (1) 324DL EXCAVATOR-ONE (1) 330DL EXCAVATOR AND ONE (1)D6NXL BULLDOZER

3:47:41.65 PM

Department
PRECINCT #1-DIP

No. Assigned Date: **12/11/2008**

Ad Date1	Ad Date2	Ad Date3	Pre Project Conf.	Bid Opening Date

CC Action Date	Type of CC Action	Awarded Vendor 1

Current Project Status
PENDING CC APPROVAL

DATE OF LAST UPDATE: 12/11/2008

Caterpillar Financial Services Corporation

Finance Proposal

CUSTOMER

Name: Hidalgo County Pct 1

Address .....
City .....
State .....
Zip code .....
County .....

Good if:
Acknowledged by Jan-08-09
Funded by Jan-08-09

DEALER

Dealer:
HOLT TEXAS, LTD.
Sales person ..... Gerry Dreyer
Phone number .....

Quote # 136-6319
Fax number .....
Quote date 12/09/2008
Quote time 14:28:35

FINANCE PROPOSAL

This is Caterpillar Financial Services Corporation's confirmation of the following finance proposal. This is a proposal only and is subject to credit approval, execution of documentation, and execution and approval of the application survey.

Financing type ..... Governmental
Number of payments ..... 3 Annual
Payments ..... in Advance

Quoted by .....

	Model	Attach Hours	Qty	Sale Price	Down Payment	Amount Financed	Payment	Balloon	Fixed Rate
New	324DL	1000	1	226,700.00	0.00	227,548.74	80,491.24	1.00	6.2500
New	330DL	1000	1	294,415.00	0.00	295,062.71	104,373.17	1.00	6.2500
New	D6NXL	1000	1	221,998.00	0.00	222,486.40	78,700.52	1.00	6.2500
			3	743,113.00	0.00	745,097.85	263,564.93	3.00	6.2500

	Model	Insurance	Payment w/Insurance
New	324DL	2,858.02	83,349.26
New	330DL	3,711.70	108,084.87
New	D6NXL	2,798.74	81,499.26
		9,368.46	272,933.39

The estimate for insurance is provided through Caterpillar Insurance Company (Provided by Westchester Insurance Company in Rhode Island) and is not an offer to contract for insurance.

CONDITIONS

Sales/Use/Property taxes: Lessee's responsibility (May not be included in the above payment amount).

Insurance: Insurance is the responsibility of the Borrower or Lessee. Physical damage coverage is required on all equipment whether financed or leased. On leased equipment, general liability coverage, minimum $1,000,000 per occurrence is required.

Please note:
1) This finance proposal is acceptable only in its entirety and is subject to final credit approval by Caterpillar Financial Services Corporation.
2) Equipment cannot be delivered until documents are executed by Caterpillar Financial Services Corporation.
3) Equipment must reside in USA at all times.

We appreciate the opportunity to provide you a proposal for this transaction.

Proposed by: Acknowledged by:

Austin • Corpus Christi • Dallas • Fort Worth • Irving • Laredo • Longview • San Antonio • Nash • Tyler • Victoria • Waco • Weslaco

11/09/2008

HIDALGO COUNTY PCT 1 0562550
1902 JOE STEPHENS AVE
WESLACO 78596-3700

#G11580593

Holt Cat would like to thank you for the opportunity to provide this proposal to you. As per your request, we have put together the following information for your review. If you have any questions, or if we may change this proposal in any way to meet your requirements, please give me a call at 956-373-4659.

Thank You,
Gerry S Dreyer
Account Sales Representative

(1) CATERPILLAR INC 324DL LRF EXCAVATOR
MACHINE SPECIFICATIONS
Machine ID: HLK011323 Serial: SMU: 0

Description
324DL HYDRAULIC EXCAVATOR
TRACK, 32" TRIPLE GROUSER
LONG REACH FRONT
POWER SUPPLY, 12V-10A
GUARD, BOTTOM HEAVY DUTY
GUARD, VANDALISM
GUARD, TRACK GUIDING
BUMPER, SIDE, RUBBER
CHANGER, HAND CONTROL PATTERN
PEDAL, STRAIGHT TRAVEL
SEAT, H-BACK, W/HEATER, S/AIR
CAT PRODUCT LINK 321SR
COOLING, HIGH AMBIENT
STARTING, COLD WEATHER
PACK, DOMESTIC TRUCK HEX
CERT EMISSIONS, EPA
BUCKET, 60" (DC)

QUOTE GRAND TOTAL	BUYBOARD QUOTE	USD $ 226,700

HOLTCAT REFERENCE NUMBER 268-07

WARRANTY
Caterpillar Standard New Machine Warranty - 6 Months/Unlimited Hours
Caterpillar Extended New Machine Coverage - 36 Months/5,000 Hours PREMIER ESC

F.O.B./TERMS
Weslaco, Texas

Austin • Corpus Christi • Dallas • Fort Worth • Irving • Laredo • Longview • San Antonio • Nash • Tyler • Victoria • Waco • Weslaco

12/09/2008

HIDALGO COUNTY PCT 1 0562550
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Thank You,
Gerry S Dreyer
Account Sales Representative

(1) CATERPILLAR INC 330DL EXCAVATOR

MACHINE SPECIFICATIONS

Machine ID: HLK011157 **Serial: 0MWP03300** **SMU: 0**

Description

330DL HYDRAULIC EXCAVATOR MA-5
*330DL HYDRAULIC EXCAVATOR
*GUARD, VANDALISM
*GUARD, BOTTOM HEAVY DUTY
*CHANGER, HAND CONTROL PATTERN
*GUARD, TRACK GUIDING
*STARTING AID, COLD WEATHER
*PEDAL, STRAIGHT TRAVEL
*BUMPER, SIDE, RUBBER
*POWER SUPPLY, 12V-10A
TRACK, 32" TRIPLE GROUSER
STICK, 10'06" DB
LINKAGE, BUCKET, DB-FAMILY
ANTIFREEZE, -50C (-58F)
CAT PRODUCT LINK 321SR
BOOM HD, R-REACH (21'4")
CERT EMISSIONS, EPA
BUCKET, 60" 2.45 CYD (HD)
TIP, PENETRATION PLUS
36 " 1.25 (HD) BUCKET
60" DITCH CLEANING BUCKET

QUOTE GRAND TOTAL	**BUYBOARD QUOTE**	**USD $ 294,415**

HOLTCAT REFERENCE NUMBER 268-07

WARRANTY

Caterpillar Standard New Machine Warranty - 6 Months/Unlimited Hours
Caterpillar Extended New Machine Coverage - 36 Months/5,000 Hours PREMIER ESC

F.O.B./TERMS

Weslaco, Texas

Austin • Corpus Christi • Dallas • Fort Worth • Irving • Laredo • Longview • San Antonio • Nash • Tyler • Victoria • Waco • Weslaco

11/09/2008

HIDALGO COUNTY PCT 1 0562550
1902 JOE STEPHENS AVE
WESLACO 78596-3700

#G11580603

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Thank You,
Gerry S Dreyer
Account Sales Representative

(1) CATERPILLAR INC D6N TRACK TYPE TRACTOR

MACHINE SPECIFICATIONS
Machine ID: HLK010645 **Serial: 0DJA01021** **SMU: 4**

Description
D6N XL TRACTOR, MA 1
*D6N XL TRACTOR
*HYDRAULICS, 4 VALVE, 6VPAT
*COVER, CONSOLE,
LIGHTS, FOUR, CAB MOUNTED
SWEEPS, CAB
OIL CHANGE SYSTEM, HIGH SPEED
GUARD, TRACK GUIDING, CENTER
6VPAT XL BULLDOZER, COMPLETE
ANTIFREEZE, -50C (-58F)
CATERPILLAR PRODUCT LINK 321

QUOTE GRAND TOTAL	BUYBOARD QUOTE	USD $ 221,998

HOLTCAT REFERENCE NUMBER 268-07

WARRANTY
Caterpillar Standard New Machine Warranty - 6 Months/Unlimited Hours
Caterpillar Extended Premier ESC Coverage - 36 Months/5,000 Hours

F.O.B./TERMS
Weslaco, Texas

[redacted]

BID LOG DATA ENTRY FORM

Bid No. 2008488

Buyer OGG

Project Type STATE CONTRACTS

BID PROCESS STATUS
OPEN

Bid Description
TWO (2) NEW 420 E BACKHOES

3:55:23.45 PM

Department
PRECINCT #1-DIP

No. Assigned Date: 12/11/2008

Ad Date1	Ad Date2	Ad Date3	Pre Project Conf.	Bid Opening Date

CC Action Date	Type of CC Action	Awarded Vendor 1

Current Project Status
PENDING CC APPROVAL

DATE OF LAST UPDATE: 12/11/2008

HOLT®

Austin • Corpus Christi • Dallas • Fort Worth • Irving • Laredo • Longview • San Antonio • Nash • Tyler • Victoria • Waco • Weslaco

11/25/2008

HIDALGO COUNTY PCT 1 0562550
1902 JOE STEPHENS AVE
WESLACO 78596-3700

#G11580624

Holt Cat would like to thank you for the opportunity to provide this proposal to you. As per your request, we have put together the following information for your review. If you have any questions, or if we may change this proposal in any way to meet your requirements, please give me a call at 956-373-4659.

Thank You,
Gerry S Dreyer
Account Sales Representative

R.P. Avila 12/11/08

2 as per R.P. Avila

(1) CATERPILLAR INC 420E CAB4E BACKHOE LOADER

MACHINE SPECIFICATIONS

Machine ID: **Serial:** **SMU:**

Description

420E BACKHOE LOADER ST 2WS
ENGINE, 89 HP TIER 2 EPA FLEX
CAB, DELUXE W/AC
BUCKET, 1.5 CYD GP
CUTTING EDGE, TWO PIECE,WIDE
HYDRAULICS, LOADER, GP
E-STICK
BELT, SEAT, 2" SUSPENSION
COOLER, HIGH AMBIENT
COUNTERWEIGHT, 1075 LBS
STABILIZER PADS,FLIP W/GUARD
MANUALS, ENGLISH
PLATE GROUP - BOOM WEAR
LOCK, VANDALISM
HYDRAULICS, BH, 5 FUNCTION
POWERTRAIN,89 HP,4WD,STD SHIFT
TIRES 4WD BIAS FIRESTONE
BUCKET 24"
48" DITCH CLEANING BUCKET

$ 164,400

QUOTE GRAND TOTAL	BUYBOARD PRICE	USD $ 82,200

HOLTCAT REFERENCE NUMBER 268-07

THERE WILL BE NO OTHER FEES OR CHARGES ADDED TO THIS BUYBOARD QUOTE

WARRANTY
Caterpillar Standard New Machine Warranty - 12 Months/Unlimited Hours
Caterpillar Extended Premier ESC Coverage - 36 Months/5,000 Hours
F.O.B./TERMS
Weslaco, Texas

[redacted]

BID LOG DATA ENTRY FORM

Bid No. 2008491

Buyer OGG

Project Type STATE CONTRACTS

BID PROCESS STATUS
OPEN

Bid Description
ONE (1) NEW JOHN DEERE 4 X 4 6430 TRACTOR

3:56:29.90 PM

Department
PRECINCT #1-DIP

No. Assigned Date: 12/11/2008

Ad Date1	Ad Date2	Ad Date3	Pre Project Conf.	Bid Opening Date

CC Action Date	Type of CC Action	Awarded Vendor 1

Current Project Status
PENDING CC APPROVAL

DATE OF LAST UPDATE: 12/11/2008

JOHN DEERE COMPANY
GOVERNMENTAL & NATIONAL SALES CONTRACT QUOTE WORKSHEET
TASBY / BUYBOARD

JOHN DEERE

JOHN DEERE

AGENCY INFORMATION	
Bill to: Hidalgo co pct #1	Ship to: BARBEE NEUHAUS IMPLEMENT COMPANY
Address:	Address: 2000 E. EXPRESSWAY 83
City, State, Zip:	City, State, Zip: WESLACO, TEXAS 78596
Contact Name: Mr. Avila Benny	Contact Name: R.D. MACHEN
Phone: 472-3636 650-8390	Phone: 956-968-7502

Ag Equipment	VENDOR	C&CE Equipment	DELIVERING DEALER
John Deere Company	or	John Deere Company	Dealer: BARBEE NEUHAUS IMPLEMENT COMPANY
11145 Thompson Ave.		2000 John Deere Run	Acct # 90400891
Lenexa, KS 66219		Cary, NC 27513	City/State: WESLACO, TEXAS
Phone: (888) 222-7239		Phone: (800) 535-2967	Phone: 956-968-7502
Fax: (913) 310-8349		Fax: (919) 804-2485	Contact: R.D. MACHEN

Contract #_____ 292-08
Price Effective Dat 12-10-08 Good for 30 Days

List and price all codes, bundles and part numbers required.

Equipment Codes	Description	Factory Inv /Order #	Qty	List Price	Total List Price
3132R	6430 Standard Tractor 95 PTO HP		1		$ 63,461.00
150	Standard Cab		1		$ -
250	4WD Front Axle		1		$ -
607	Package 3		1		$ (500.00)
1425	18.4R38 R1 Rear Tires		1		$ 540.00
4249	14.9R24 R1 Front Tires		1		$ -
7073	16/16 Power Quad Plus Trans.		1		$ 3,381.00
7152	Adjustable rear Wheels		1		$ -
7452	Vertical exhuast		1		$ -
7662	Air Comfort Seat		1		$ 778.00
9260	Rear SCVs 2		1		$ 890.00
9988	No Tire Pref.		1		$ -
8780	Front weight support		1		$ 234.00
R127764	100 LBS Weight		10	$90.00	900.00
				Total List Price per Unit	$ 69,684.00
				Less Contract Discount	26%
				Discount Amount	$ 18,117.84
				Total Price of John Deere Equipment	$ 51,566.16
	Transport			Plus Non-John Deere Equipment - Allied (if applicable)	$ 750.00
				Less Trade-in (if applicable)	$ -
				Subtotal	$ -
Municipal Lease? Yes ___ No ___ Contract # _____				Plus Tax: ____% (if applicable)	$ -
Retail Note? Yes ___ No ___ Contract # _____				*Miscellanous Fees, if applicable (JDC)	$ -

*Applicable miscellaneous fees are to be charged to the customer by JDC and can be blended into their payments. This assures that the lease credit to GNS from JDC matches the agency PO amount. If the fees have not been included in the customer's purchase price and financing documents, GNS will debit the dealer for the fees.

If tax exempt please submit tax exemption certificate with purchase order.	**Total PO Price**	**$ 52,316.16**
Please submit this form along with the purchase order.		

[redacted]

BID LOG DATA ENTRY FORM

Bid No. 2008489

Buyer OGG

Project Type STATE CONTRACTS

BID PROCESS STATUS
OPEN

Bid Description
ONE (1) NEW 2009 PETERBUILT 340 DUMP TRUCK

3:51:37.35 PM

Department
PRECINCT #1

No. Assigned Date: 12/11/2008

Ad Date1	Ad Date2	Ad Date3	Pre Project Conf.	Bid Opening Date

CC Action Date	Type of CC Action	Awarded Vendor 1

Current Project Status
PENDING CC APPROVAL

DATE OF LAST UPDATE: 12/11/2008

HGACBuy	CONTRACT PRICING WORKSHEET For MOTOR VEHICLES only	Contract No.:	HT11-07	Date Prepared:	11/20/2008

This Form must be prepared by Contractor and given to End User. The H-GAC administrative fee shall be shown in Section F. End User issues PO to Contractor, and MUST also fax a copy of PO, together with completed Pricing Worksheet to H-GAC @ 713-993-4548. Please type or print legibly.

Buying Agency:	HIDALGO COUNTY, PRECINCT 1	Contractor:	RUSH TRUCK CENTERS OF TEXAS, L. P.
Contact Person:	JOSEPH PALACIOS	Prepared By:	CHARLIE PLOUSE
Phone:	(956) 968-8733	Phone:	(713) 495-6304
Fax:	(956) 969-1417	Fax:	(713) 695-9620
Email:	sara.flores@co.hidalgo.tx.us	Email:	plousec@rush-enterprises.com

Product Code:	MB	Description:	PETERBILT 340 DUMP TRUCK

A. Product Item Base Unit Price Per Contractor's H-GAC Contract: $ 76,215.00

B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
CHASSIS "P759352"			
		Subtotal From Additional Sheet(s):	$ 33,863.79
		Subtotal B:	$ 33,863.79

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
DISCOUNT	$ (18,151.79)		
		Subtotal From Additional Sheet(s):	$ -
		Subtotal C:	$ (18,151.79)

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B). **For this transaction the percentage is:** -16%

D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C) $ 91,927.00

Quantity Ordered: 1 X **Subtotal of A + B + C + D:** $ 91,927.00 = **Subtotal D:** $ 91,927.00

E. H-GAC Fee Calculation (From Current Fee Tables) **Subtotal E:** $ 1,000.00

F. Trade-Ins / Other Allowances / Special Discounts / Freight / Installation

Description	Cost	Description	Cost
		Subtotal F:	$ -
Delivery Date:	**IN STOCK**		$ 92,927.00

Hidalgo County **November 20, 2008**

PETERBILT COMPUTATIONS

PETERBILT 340 CHASSIS: [DUMP TRUCK]

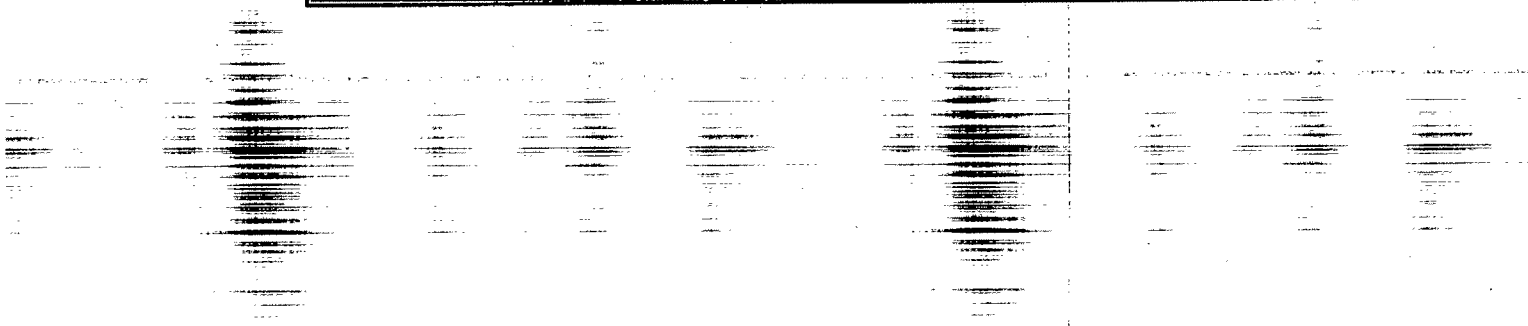
OPTIONS CALCULATIONS

COMPLETE CHASSIS LIST PRICE:		**$ 96,066.00**
CHASSIS LIST:		**$ 70,619.00**
CHASSIS OPTIONS LIST:		**$ 25,447.00**

LIST	H-GAC DISCOUNT	OPTIONS NET	
$ 25,447.00	**29.80%**		**$ 17,863.79**

29.8% DISCOUNT = .702 MULTIPLIER

RTC12	**DUMP BODY**	$	14,500.00
RTC42	**TARP**	$	1,500.00
	TOTAL OTHER OPTIONS	**$**	**16,000.00**
	TOTAL PUBLISHED OPTIONS [CHASSIS & BODY]	**$**	**33,863.79**



RUSH TRUCK CENTERS & PETERBILT OPTIONS

PETERBILT
VMKXR036-1

CHASSIS FINAL BILL
FOR VIN 2NPRLN9X68M759352
UNIT TYPE 2 OF FLEET 759352 THRU 759354

PAGE 001
AS OF 12/26/07

DEALER CODE - S049
NAME AND ADDRESS
RUSH PBLT TRK CTR(AUSTIN)

CUSTOMER NO - SO2U
OX BODIES

DATES
REQ DELV 12/31/07

DELIVERY 12/26/07
PRIC EFF 12/26/07

16870 SOUTH IH 35

BUDA TX 78610

THE FOLLOWING LIST DESCRIBES ALL COMPONENTS USED FOR THIS CHASSIS

DIMENSIONS AND WEIGHTS FOR THE ENTIRE ORDER ARE STATED IN CUSTOMARY.

APPLICATION

COMMODITY HAULED 0091070 CONSTRUCTION MATERIALS

INTENDED SERVICE 0093060 CONSTRUCTION DUMP - ON/OFF HIGHWAY

BODY

BODY TYPE 0095170 END DUMP

BODY LENGTH 240.00 IN BODY HEIGHT 162.00 IN
MAX LADEN WEIGHT 1000.00 LBS

TRAILER

TRAILER TYPE

TRAILER LENGTH .00 FT TRAILER HEIGHT .00 FT
KINGPIN .00 IN CTR LINE AXLE GRP .00 IN
CORNER RADIUS .00 IN NO TRAILER AXLES 00

OPERATING AREA RESTRICTIONS

LENGTH 40.00 FT WIDTH 102.00 IN HEIGHT 13.50 FT

CHASSIS

FRONT AXLE LOAD 14320.00 LBS REAR AXLE LOAD 40000.00 LBS GCW 60000.00 LBS
WHEELBASE 220.00 IN FAX/BOC 69.80 IN CTR/AXLE 150.20 IN
CAB/EOF 203.20 IN MAXIMUM GRADE 06 PERCENT HIGHWAY 100 % CLASS B 000
% CLASS C 000
% CLASS D 000

The Dump Body is a 14 to 16 Cu yrd. w/ Traper.

CODE	DESCRIPTION	PUB CD	PRICE	WEIGHT
	BASE MODEL			
0003401	MODEL 340 MEDIUM DUTY	P		
	FRAME AND EQUIPMENT			
0550060	10-5/8" STL RAILS/STL XMBRS 278-326"	P		
0601620	3/4 LENGTH STEEL INNER LINER EOF	P		
0612230	USE W/10-1/2, 10-3/4, 10-5/8" RAILS CUSTOM WHEELBASE OR OVERHANG ADD NARRATIVE FOR WHEELBASE/OVERHANG	P		0
0613090	THREE-PIECE CROSSMEMBERS	P		0
0633210	HUCKBOLT ALL ACCESSIBLE FRM COMPONENTS EXCEPT EOF XMBR	P	0	0
0644090	EOF SQUARE W/O XMBR USE WITH BODY BUILDER INSTALLED XMBR	P	0	0
0651090	OMIT RR MUDFLAPS & HANGERS	P	0	0
0651110	PBILT FRT WHEEL MUDFLAPS ***NLA*** SCHED 1/1/08	U	0	0
N0610	* WHEELBASE 220" CAB-EOF 203"			
	FRONT AXLE AND EQUIPMENT			
1011030	DANA SPICER E1462I 14,600 LB	P		
1112070	3.5IN DROP, 11-1/4IN BOLT CIRCLE TAPER LEAF SPRGS W/SHKS 14,600 LBS USE WITH 14,600 LB FRONT AXLES	P	0	0
1232940	POWER STEERING TRW TAS85 USE WITH 13,200-14,600 LB AXLES	P	0	0
1250020	PWR STRG RES FRAME MTD USE WITH 8-14,600 LB FRONT AXLES	P	0	0
1353280	PHP10 ALUM HB,CAST DRMS,16.5X5 CAM BRKS LMS HUB, 13,200-14,600 LB AXLES	P	0	0
1362100	STANDARD OIL SEALS ***NLA*** ORDERS 7/2/07	U	0	0
1390220	HALDEX / DANA AUTO SLACK ADJUSTERS ***NLA*** ORDERS 7/2/07	U	0	0
	REAR AXLE AND EQUIPMENT			
1523000	DANA SPC DSP41 40,000 LB	P		
1612960	PHP10 IRON HB/CAST DRMS/16.5X7 CAM BRKS TANDEM AXLES, 46,000 LB MAX HUB RATING,	P	0	0
1632320	MGM TR 3030" PKG BRKS BOTH AXLE ***NLA*** ORDERS 12/18/07	U	0	0
1642110	HALDEX / DANA AUTO SLACK ADJUSTERS ***NLA*** ORDERS 7/2/07	U	0	0
1652140	C/RAWHIDE SCOTSEAL PLUS XL OIL SEALS ***NLA*** ORDERS 7/2/07	U	0	0
1682260	GUSSETED CAM BRACKETS, TANDEM AXLES WELDED GUSSET, 46,000 LB MAX GAWR	P		2
1682450	BENDIX 4S4M ABS W/SBM VLV	P	0	0
1684200	SYNTHETIC AXLE LUBRICANT ALL AXLE	P	0	0
1687340	TANDEM DRIVE AXLE (MODEL 340)	P	0	0

CODE	DESCRIPTION	PUB CD	PRICE	WEIGHT
1704330	RATIO 4.33 RR AXLE	P	0	0
1821800	PETERBILT AIR TRAC 40,000 LBS LIGHT WEIGHT	P		
1922260	DASH MTD DUMP VALVE AIR SUSP INDICATOR LIGHT	P	83	2
	ENGINE AND ENGINE EQUIPMENT			
2074402	PACCAR PX-8 330/2200 330@2000 1000@1400	P		
N2012	P001 85....MAX VEHICLE SPEED LIMIT			
N2014	P059 65....MAX CRUISE CONTROL LIMIT			
N2016	P015 Y.....ENGINE PROTECTION SHUTDOWN			
N2018	P029 N.....IDLE SHUTDOWN ENABLE			
N2020	P030 5.....IDLE SHUTDOWN TIME			
2513760	PACCAR ALTERNATOR - 130 AMP BRUSHLESS W/VOLTAGE REGULATOR	P	0	0
2522050	PACCAR STARTER - 12V	P	0	0
2535030	(2) OPTIMA DT31T BATTERIES 1800 CCA	P		
2539410	BATTERY JUMPER TERMINAL	P		0
2723210	MTD UNDER HOOD L/H FRAME RAIL 18.7 CFM AIR COMPRESSOR ISX/ISM/ISL/PX-8/CG	P	0	0
2922720	SPIN-ON FUEL FILTER FRAME MTD, UNHEATED	P	0	0
3010400	ENGINE PROTECTION SHUTDOWN	P		0
3114270	HIGH EFFICIENCY COOLING SYSTEM	P	0	0
3211120	DNLDSN RADIAL SEAL/DRY TYPE AIR CLNR W/FRONTAL AIR INTAKE	P	0	0
3366780	EXHAUST - SINGLE RH SIDE CAB (DPF RH UNDER CAB)	P	0	0
3381120	SGL EXHAUST GUARD STAINLESS STEEL CAB MTD EXH	P	0	0
3381770	CURVED TIP STANDPIPE(S)	P		0
3387630	24"HT/7"DIA CHROME PLT STL STANDPIPE(S)	P	0	0
	TRANSMISSION AND CLUTCH			
4023200	FULLER FRO11210B 10 SPEED	P		
4210200	1760 HD DRIVELINE W/1 M/S BRG	P		
4315120	EATON FULLER 14" POTTED CLUTCH 1402 NLA ORDERS RECEIVED 12/17/07	U		
4380010	MANUAL ADJUST CLUTCH W/GREASE BEARING NLA ORDERS RECEIVED 12/17/07	U	0	0
	AIR AND TRAILER EQUIPMENT			
4510760	BENDIX AD-ISEP AIR DRYER W/HTR "EXTENDED PURGE"	P		
4540420	NYLON CHASSIS HOSE	P	0	0
4543320	STEEL PAINTED AIR TANKS	P	0	0
N4510	* DLR NOTE: CONST VOCATION W/A & E			
N4511	CONNECTION EOF REQUIRE EP			
N4512	SERIES AIR DRYER.			
4612900	A&E CONN EOF W/7-WAY SOCKET (W/CONN EOF STRAPPED TO THE RAIL)	P		

CHASSIS FINAL BILL
FOR VIN 2NPRLN9X68M759352
UNIT TYPE 2 OF FLEET 759352 THRU 759354

CODE	DESCRIPTION	PUB CD	PRICE	WEIGHT
	TIRES AND WHEELS			
5068730	FF: BR 16PLY 11R24.5 R280	P		22
	PART: BR11R245HR280 FET: 70			
5166220	RR: BR 14PLY 11R24.5 M711	P		168
	PART: BR11R245GM711 FET: 232			
5190008	CODE-REAR TIRE QTY 08.			
5222230	FF: PBILT 986650 PLT 24.5X8.25 ALM WHL	P		42-
5310400	RR:ACCUR 28827 INNER/PBILT 986650 OUTER	U		0
	PILOT STEEL INNER/ALUM OUTER 24.5X8.25			
5390008	CODE-REAR RIM QTY 08.			
5405040	FF: POLISHED WHLS W/O CHROME WHL NUTS	P		0
5405090	RR: POLISH INSIDE OF OUTER WHLS TNDM W/O CHROMED WHEEL NUTS	P		0
	FUEL TANKS			
5534190	23" ALUM 100 GAL FUEL TANK LH U/C	P	8	106-
5602100	LOCATION LH UNDER CAB 100 GAL.			
5612230	(1) NON-SLIP FUEL TANK STEP LH U/C	P	0	0
	BATTERY BOX AND BUMPER			
6010570	ALUM SPACE SAVER BATT BOX RH BOC (FORMERLY COE TYPE)	P		97-
6040550	DPF CAB ENTRY W/NON-SLIP STEP RH U/C	P	0	0
6121200	STEEL STYLED AERO BUMPER CHROME W/CENTER TOW HOOK	P		0
	CAB AND EQUIPMENT			
6510110	ALUM CAB 108" BBC METTON HOOD W/BRIGHT FINISH CROWN	P	0	0
6540120	SEVERE SERVICE CAB PACKAGE #1	P	57	40
6911230	DRVR PBILT ULTRARIDE HIBACK VINYL AIR	P		13-
6921270	PASS PBILT ULTRARIDE HIBACK VINYL	P		75
	NON-AIR			
6930500	ARM REST RH ONLY DRVR SEAT	P		2
6930650	3-PT SEAT BLT/SHLDR HARNESS DRVR/PASS	P	0	0
7001450	18" (4) SPOKE STRG WHL FOAM (SOFT TOUCH)	P	0	0
7001520	ADJUSTABLE STEERING COLUMN	P		
7036120	VANTAGE INTERIOR GREY / BLACK	P	0	0
7210400	DAY CAB REAR WINDOW	P	0	0
7230010	VIEW WINDOW RH DOOR	P	0	0
7322010	COMBO FRESH AIR HEATER/AIR CONDITIONER	P	0	0
7410040	OUTSIDE SUNVISOR STNLS STEEL	P		4
7511010	STNLS STL MIRRORS 7"X16" W/HEAT ELEMENT	P		0
7560170	CONVEX MIRROR OVER RH DOOR	P	0	0
7560850	(2)CONVEX 8" SS MIRROR CENTER MTD UNDER MIRROR BRKT	P		
7620620	(2) AIR HORNS 24.5" CHROME - ROUND INCLUDES POLISHED HORN SHIELDS	P		
7722090	PANASONIC AM/FM/CD/WB W/(2) COAX	U		
	NLA 335/340 SCH 2/11/08 PER TSB 07-155			

CODE	DESCRIPTION	PUB CD	PRICE	WEIGHT
7748080	CB WIRING MOUNTED UNDER HEADER	P		2
7748320	(2) 48" CB ANTENNAS	P		0
7748500	CB ANTENNA BRKT MTD LH MIRROR	P		0
7748510	CB ANTENNA BRKT MTD RH MIRROR	P		0
7850210	PLUG-IN AUTO RESET CIRCUIT BRKR IPO FUSES IN JUNCTION BOX	P		0
7851480	PB ELEC WINDSHIELD WIPERS W/INTERMITTENT FEATURE	P	0	0
7851780	CABMATE CAB AIR SUSP	P		15
7851910	CIGAR LIGHTER & ASHTRAY	P	0	0
7900080	5 LB 3A:40BC FIRE EXTINGUISHER MTD BEHIND DRIVER SEAT	P		9
7900090	TRIANGLE REFLECTOR KIT SHIP-LOOSE	P		13
N7900	* FIRE EXTINGUISHER MNTD BESIDE DRIVER			
N7901	SEAT N/A W/IN CAB BATT DISCONNECTS.			
8011650	INSTRUMENT PACKAGE "A"	P	0	0
8031000	STD WARNING LIGHT PACKAGE	P	0	0
8071340	BRIGHT BEZEL GAUGES IPO BLACK	P		0
8072060	(2) ADDITIONAL TOGGLE SWITCHES	P		0
8111110	HEADLIGHTS COMPOSITE FENDER MOUNTED W/INTEGRAL PARK, TURN, & SIDE MARKER.	P	0	0
8121010	MARKER LIGHTS (5) FOR MODELS 210/220/325/330/335/340	P	0	0
	PAINT			
8500690	PAINT COLOR SELECTION WITHIN PAINT DECK	P		0
8530770	(1) COLOR DUPONT TWO STAGE PAINT CAB/HOOD	P		0
N8502	1 - L0006EB WHITE			
N8520	FRAME N0001EA BLACK			
N8530	WHEEL ALUM			
	MISCELLANEOUS			
9490060	APPLICATIONS CONTACT:	U	0	0
N9495	8			
N9496	MONTHS			
N9997	DEALER CONTACT			
N9998	NAME: ID:			
N9999	TEH06/21/07			

BID LOG DATA ENTRY FORM

[redacted]

Bid No. 2008486

Buyer OGG

Project Type STATE CONTRACTS

BID PROCESS STATUS
OPEN

Bid Description
ONE (1) NEW SEWER CLEANER

3:42:55.02 PM

Department
PRECINCT #1-DIP

No. Assigned Date: 12/11/2008

Ad Date1	Ad Date2	Ad Date3	Pre Project Conf.	Bid Opening Date

CC Action Date	Type of CC Action	Awarded Vendor 1

Current Project Status
PENDING CC APPROVAL OF QUOTE

DATE OF LAST UPDATE: 12/11/2008

Benito

From: Brian Grabow [bgrabow@kinlochequip.com]
Sent: Friday, December 05, 2008 2:57 PM
To: benito.gutierrez@co.hidalgo.tx.us
Subject: FW:
Attachments: Hidalgo Precinct 1 747 112108.doc; 747%20FR2000%20Brochure.pdf

Mr. Gutierrez

Here is the quote and brochure on the 747 Jetter Machine. If you have any questions please contact me.

Thanks,

Brian Grabow
Kinloch Equipment & Supply
210-323-2749

Kinloch Equipment & Supply, Inc.

http://www.kinlochequip.com

210 - 323-2749

Kinloch
Equipment & Supply, Inc.

Corporate
P.O. Box 4919
Pasadena, Texas 77502
Office (713) 473-6213
Fax (713) 473-7858
Toll Free (800) 231-6929

November 21, 2008

Hidalgo County, Precinct #1
Benito Gutierrez

Mr. Gutierrez,

I appreciate your interest in Kinloch Equipment & Supply, Inc. and our Equipment

I am pleased to quote you on the following Sewer Equipment Company of America trailer mounted sewer cleaner Model 747FR2000. This quote is in accordance with the **Buy Board agreement number 207-04.**

700 gallon Super Poly water tank
86 hp Cat Diesel engine, with 2 year warranty
Auto clutch brand clutch lifetime housing warranty
180 degree rotating hydraulic hose reel 600' x ¾ capacity with 600' of sewer hose
Level wind guide
40 GPM at 200 PSI water pump w/ pump drain valves
Washdown system with gun, quick disconnects and 25' of hose
Completely shrouded pump and engine compartment with one piece steel construction
NEMA 4 rated control box at operators station
Fill hose rack
Hydraulic pressure gauge
Auto shutdown
Footage counter
Complete accessories included:
- Nozzle extension
- Hose guide
- (2) Premium nozzles, one chisel, one HW sand and grease nozzle

Work lights and 2 Flood lights
Amber Strobe Light
Tool box and 3 way storage tray
Arrow Stick
Training and delivery

Your BuyBoard Price $52,898.00

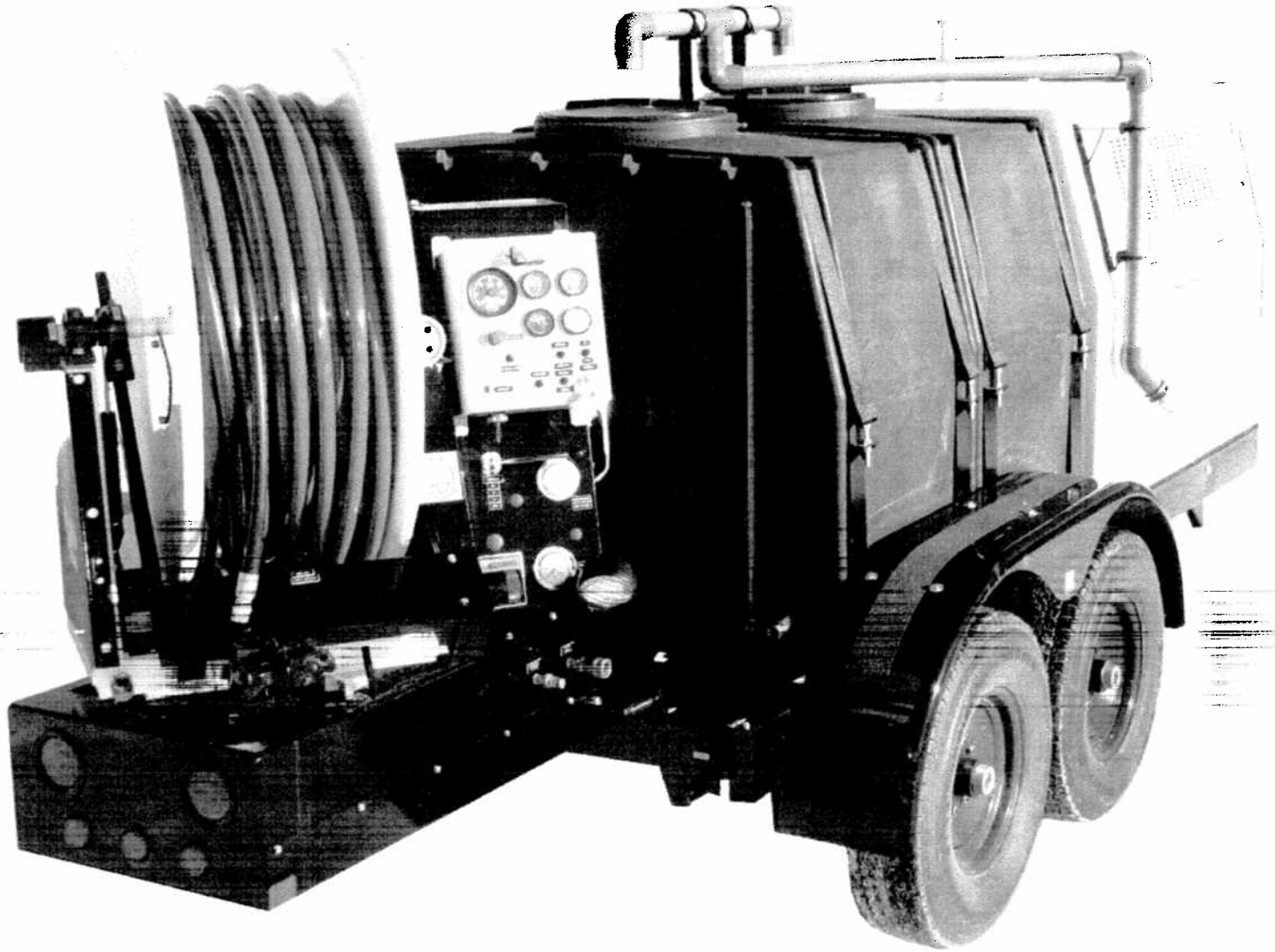
We have this unit in stock and can be delivered in 7 days.

Sincerely,

Brian Grabow
Kinloch Equipment
210-323-2749

SEWER EQUIPMENT CO. OF AMERICA ™

747-FR2000



SEWER EQUIPMENT CO. OF AMERICA ™

BEST PRODUCTS
BEST LOCAL SUPPORT

FOR MORE INFORMATION CALL

1-800-323-1604

OR YOUR LOCAL DEALER

www.sewerequipment.com

Outside USA: 847-729-3316

E-mail: sales@sewerequipment.com

High Shoulder Planer

- 72" (6ft) Carbide blade rotary drum
- Mechanical transmission powered by a host tractor at 540 RPM
- Permanently mounted on a trailer a frame as complete unit
- Capabilities: can remove up to an 18 in dirt/vegetation lip off the road shoulder using a creeper gear
- Recommended operating ground speed is 4 MPH under normal working operations, < than 1" or less of accumulated dirt/vegetation buildup
- Deflector shields are 3/8" thick steel sheet metal
- Rotary drum is reversible to allow windrowing on the left side (street side).

Hydraulic Side – Arm Ditcher

- Unit has self contained hydraulic system
- Independent Hydraulic fluid tank, PTO driven pump, and independent HYD
- 100" center to center reach & 24 in max depth in cut standard
- Tractor requirements 540 RPM min 70HP, 3 point hitch, and a creeper gear
- Capable of 0.6 MPH to 1/3 mph (not required for clean out work, only for cutting new ditches)
- Includes Standard carbon steel cutter head

Sickle Bar Type Tree Limb Cutter

- Road side Tree limb cutter is an attachment
- Has a 62" in cutting surface designed to allow flat consistent looking cut along any roadside regardless of the terrain
- Can cut limbs or trees 3" in diameter
- The Cutter is driven hydraulically by the self contained hydraulic system found on the host machine

AI-12805 **21.B.3.**

Pct. 1-Invoice No. 11322847-L & G Consulting Engineers Inc.dba L&G Engineering-C-07-451-

CC REGULAR

Date:	12/16/2008
Submitted By:	Letty Saenz, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department
Purchasing only:	Prct. 1

Information

CAPTION

Presentation for discussion, consideration, acceptance, and approval of request for payment for Invoice No. 11322847 in the amount of $ 18,300.00 submitted by L & G Consulting Engineers Inc. after County Auditor's review and completion of processing procedures including authority for County Treasurer to issue payment in connection with contract # C-07-451-12-26 (PO # 596375) for: FM 493 Project.

BACKGROUND

Invoice No. 11322847-L&G Engineering

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1336-431-00-121-049-0-841

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

BUDGETARY IMPACT:

Amount available in PO# 596375 is $627,359.15 for L&G Consulting Engineers in relation to FM 493 project.

Attachments

Link: Invoice No. 11322847

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	12/11/2008 01:47 PM	APRV
2	Budget & Management	Veronica Lopez	12/11/2008 03:28 PM	APRV
3	Roland Garcia	Rolando Garcia	12/11/2008 04:11 PM	APRV
4	Auditor's Office		12/12/2008 05:24 PM	NEW

Form Started By: Letty Saenz Started On: 12/10/2008 05:09 PM

Final Approval Date: 12/12/2008

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

INVOICE #: 11322847
INVOICE DATE: 11/30/08

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 November 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	5,700.00	51,300.00	90.0	5,700.00
12003-Public Invmt	3,000.00	3,000.00		3,000.00	100.0	
12004-Cul Resc	20,000.00	2,743.35		2,743.35	13.7	17,256.65
12030-Public Invmt	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	23,750.00		23,750.00	95.0	1,250.00
15010-Surv.Plan/Sub	105,000.00	105,000.00		105,000.00	100.0	
15070-H&V Control/Su	35,200.00	35,200.00		35,200.00	100.0	
16001-Rdwy Design	252,000.00	118,440.00		118,440.00	47.0	133,560.00
16100-Drainage	168,000.00	89,040.00		89,040.00	53.0	78,960.00
16200-Pavt Mrk & Sig	84,000.00	30,240.00	8,400.00	38,640.00	46.0	45,360.00
16240-Signal Design	40,000.00				0.0	40,000.00
16302 Traf Cntrl Pln	84,000.00	25,200.00	4,200.00	29,400.00	35.0	54,600.00
16304-Irrigation	84,000.00	29,400.00		29,400.00	35.0	54,600.00
16307-Utilities	168,000.00	92,400.00		92,400.00	55.0	75,600.00
16400-Contract Mgmt	100,000.00	55,000.00		55,000.00	55.0	45,000.00
32000-Const. Mgnmt	35,800.00				0.0	35,800.00
TOTALS:	1,598,950.00	971,590.85	18,300.00	989,890.85	61.9	609,059.15

B-1336-431-00-121-049-0-841

PO 596375

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	$	989,890.85
LESS PREVIOUS INVOICES	$	971,590.85
CURRENT PAYMENT DUE	$	18,300.00

Chris Gu PE.
PROJECT MANAGER'S SIGNATURE

INVOICE RECEIVED BY
Noe Hinojosa on 12/5/08
GOODS/SERVICES RECEIVED BY:
Noe Hinojosa on 12/5/08

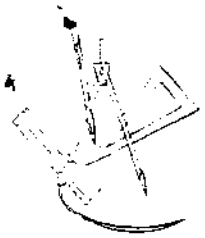
ATTACHMENT C
WORK SCHEDULE
FM 493
FROM MILE 10 TO SH 107

TASK AND DESCRIPTION	FIRM	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	JAN
WORK AUTHORIZATION NO. 1																											
Entire Length of Project																											
PROJECT PLANNING																											
Obtain Right of Entry (SURVEYING)	RODS																										
Update Planimetric and DTM files	RODS																										
DESIGN SURVEYS	RODS																										
EXISTING RIGHT-OF-WAY LAYOUT	RODS																										
meetings - w/ Hidalgo County Drainage District No. 1	L&G																										
meetings w/ City of Donna	L&G																										
meetings - w/ Precinct No 1	L&G																										
Hydrologic Map	L&G																										
Utility Coordination	L&G																										
Coordination with TXDOT AND COUNTY	L&G																										
Coordination with 2 Irrigation Districts	L&G																										
Schematic & Environmental Document Development																											
Develop Schematic with outfalls	L&G																										
Meet w/TxDOT and revise schematic as per comments	L&G																										
TXDOT and COUNTY approves Schematic	TXDOT																										
Public Meeting										Adv																	
Draft Environmental Document, Field Visits, etc	L&G																										
Submit Draft EA (2nd)	L&G																										
District Review/Response	TXDOT																										
ENV Review/Response	TXDOT																										
Revisions as per ENV comments	L&G																										
Agency Coordination	TXDOT																										
Categorical Exclusion Clearance	TXDOT																										
PS&E DEVELOPMENT FROM: MILE 10 TO MILE 14																											
TXDOT AND COUNTY REVIEW OF OUTFALL LOCATIONS	L&G																										
COMPLETE INTERSECTION LAYOUTS	L&G																										
DESIGN HYDRAULIC STRUCTURES OUTFALLS, ETC	L&G																										
DESIGN STORM DRAIN SYSTEM	L&G																										
DESIGN ROADWAY	L&G																										
SIGNING, PAVT MARKINGS AND SIGNALS	L&G/ETSI																										
TXDOT REVIEW PLAN SUBMITTAL AND LET PROJECT	TXDOT																										
TXDOT COMPLETES ROW MAP																											
WORK AUTHORIZATION NO. 2																											
PS&E DEVELOPMENT FROM: MILE 14 TO SH 107																											
TXDOT AND COUNTY REVIEW OF OUTFALL LOCATIONS	L&G																										
COMPLETE INTERSECTION LAYOUTS	L&G																										
DESIGN HYDRAULIC STRUCTURES OUTFALLS, ETC	L&G																										
DESIGN STORM DRAIN SYSTEM	L&G																										
DESIGN ROADWAY & BRIDGE	L&G																										
SIGNING, PAVT MARKINGS AND SIGNALS	L&G/ETSI																										
TXDOT REVIEW PLAN SUBMITTAL	TXDOT																										
NEW CONTRACT OR COUNTY COMPLETES WORK																											
ROW ACQUISTION FOR ENTIRE PROJECT																											
Project Administration																											
Coordination with County and TxDOT																											
Preliminary Administrative & Acquisition Process																											
Title Commitments																											
Appraisal Reports																											
Appraisal Review Reports																											
Appraisal Update Reports																											
Approved Values by TXDOT																											
Acquisition Negotiation Offers																											
Title Curative Process																											
Title Commitment Updates																											
Payments for Parcels																											
Condemnation Support Process																											
Eminent Domain Proceedings by COUNTY																											
Title Insurance Policies - Negotiations/ED																											
Consummation of Outstanding Cases																											

ENGINEERING WORK FOR SCHEMATIC & PS&E
ENVIRONMENTAL ASSESSMENT WORK
TXDOT FUNCTION

7:24 PM 11/19/2008

3/5 12-10-2008 12:39:14 p.m. PCT 1 9569737804



L&G Engineering

Transportation Consultants

December 1, 2008

Hon. Sylvia Handy
Hidalgo County Commissioner, Pct. #1
1902 Joe Stevens
Weslaco, Tx 78596

RE: FM 493

Dear Commissioner Handy:

Attached for your approval is our invoice for services rendered during the month of November 2008. The following is attached:

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

TASK		% COMPL
FC 110 – DESIGN SCHEMATICS		
L&G has revised the schematic/matrix based on TxDOT comments and new utility information. A Public Meeting was held on September 16th. We have revised the final schematic based on comments received at the public meeting and submitted the revised schematic to TxDOT for approval.	L&G	95%
FC 120 – ENVIRONMENTAL FIELD WORK		
This task is complete.	L&G	100%
FC 120 – ENVIRONMENTAL DOCUMENTS		
Comments were received from TxDOT and the revisions were made and the 13 sets of the EA were delivered to TxDOT on November 12, 2008.	L&G	90%
FC 120 – PUBLIC INVOLVEMENT		
This task is complete.	L&G	100%
FC 120 – CULTURAL RESOURCES		
L&G is still working on obtaining ROE for the surveys to begin.	L&G	13.7%
FC 120 – PUBLIC INVOLVEMENT (TO BE SOURCED)		
No activities occurred this month.	L&G	62%
FC 130 – PRELIMINARY RIGHT-OF-WAY MAPPING		
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%
FC 150 – SURVEY PLANS AND DESIGN		
L&G has managed contract development with RODS. We continue to review all work submitted by surveyor. Surveyor has submitted survey, along with preliminary survey control index sheets.	L&G	95%

Mercedes Office:
2100 W. Expressway 83 • Mercedes, TX 78570
(956) 565-9813 • Fax: (956) 565-9018
Toll Free: (888) 565-9813

Mission Office:
900 S. Stewart Rd., Suite 9 • Mission, TX 78572
(956) 585-1909 • Fax: (956) 585-1927
Toll Free: (866) 585-1909

Control points (BM's) are complete.	RODS	100%
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%
Typical sections for an 84' roadway have been developed. Intersection layouts are being finalized. We continue to adjust profile and centerline and are finalizing the design cross sections and earthwork.	L&G	47%
We are evaluating each proposed outfall. We continue to develop the storm drain and layout storage and discharge curves for the outfalls.	L&G	53%
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. Plan sheets are being cut.	L&G	46%
This task has not begun.		0%
We have completed the TCP typical sections and continue to develop the overall TCP plan. We are preparing "Sequence of Construction" and "TCP General Notes" for submittal to TxDOT.	L&G	35%
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. Existing structure details are being verified.	L&G	35%
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. We are identifying possible conflict locations to be exposed by the utility companies. Additional utility letters along with preliminary sheets have been sent to all utility companies for comments and mark-up.	L&G	55%
L&G continues to coordinate and manage the work required and is providing County with updates. L&G Engineering met with Precinct #1 on November 20, 2008	L&G	55%
This task has not begun.	L&G	0%

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

Sincerely,

Armando J. Sandoval, P.E.

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 Department **From:** Noe Montez

Attn: Letty Saenz

Fax: **Pages:** 5

Phone: **Date:** 12/10/08

Re: **CC:**

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

• **Comments**

Please place the following invoice #11322847 from L & G Consulting Engineers 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-12804 **21.C.1.**

SOQ PCT NO 2 - ARCHITECTURAL SVCS

CC REGULAR

Date: 12/16/2008

Submitted By: Laura Moya, PURCHASING DEPT.

Department: PURCHASING DEPT.

Agenda Category: Purchasing Department **Purchasing only:** Prct. 2

Information

CAPTION

A. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A)(4) a professional service for Architect for New Precinct No 2 Administration Office and other County Offices;
B. Presentation of scoring grid (for the purposes of ranking by CC) of the firms graded & evaluated through the County's approved "pool" of appraisers in connection with professional Architect Services required for New Precinct No 2 Administration Office and other County Offices;

1st._____; 2nd._____; 3rd._____;
C. Authority for the Purchasing Department to negotiate a professional architectural services contract with the No.1 ranked firm of _____ for the provision of architectural services for New Precinct No 2 Administration Office and other County Offices.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:** 8-1334-431-00-122-021-0-720

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

BUDGETARY IMPACT:

Available balance is $2,225,000.00 as of 12/11/08.

Attachments

Link: Grid

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	12/11/2008 02:07 PM	APRV
2	Budget & Management	Veronica Lopez	12/11/2008 03:28 PM	APRV
3	Dale Kennan	Dale Kennan	12/11/2008 04:01 PM	APRV
4	Auditor's Office	Linda Fong	12/12/2008 12:01 PM	APRV

Form Started By: Laura Moya Started On: 12/10/2008 05:08 PM

Final Approval Date: 12/12/2008

Agenda Item 12804

HIDALGO COUNTY Precinct No 2

FOR

"New Precinct No 2 Administration Office and Other County Offices"

GRID

ARCHITECT

	Rike Ogden Figueroa Allex Architects	VA Architecture	Negrete & Kolar Architects
Evaluator No 1	**95**	**97**	**94**
Total Scores			
RANKING by Commissioner's Court			

AI-12758 **21.C.2.**

Precinct No. 2 -Purchase of one new Lee Boy Paver- thru H-GAC
CC REGULAR

Date:	12/16/2008
Submitted By:	Moises Salazar, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Purchasing only:** Prct. 2

Information

CAPTION

Requesting authority to purchase "One new Lee Boy 1000F Paver-Screed-Rubber Tired", through the Interlocal Agreement with the Houston-Galveston Area Council (H-GAC)- from Hi-Way Equipment Co., LLC in the amount not to exceed $67,420.00 (price includes H-GAC fees and delivery).

BACKGROUND

Please see attached H-GAC Quote.
Low Boy is currently located at and will be delivered by Local Distributor Nueces Power Equipment.

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1202-431-00-122-006-0-742

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

BUDGETARY IMPACT:

Available balance is $1,111.00 as of 12/11/08. Additional funding is pending a transfer (AI-12758) in the amount of $70,000.00.

Attachments

Link: Dept Request

Link: Quote

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	12/11/2008 12:45 PM	APRV
2	Budget & Management	Veronica Lopez	12/11/2008 02:56 PM	APRV
3	Dale Kennan	Dale Kennan	12/11/2008 03:26 PM	APRV
4	Auditor's Office	Linda Fong	12/12/2008 11:55 AM	APRV

Form Started By: Moises Salazar Started On: 12/10/2008 02:36 PM

Final Approval Date: 12/12/2008

Moises Salazar

From: Agapito Vargas [agapito.vargas@co.hidalgo.tx.us]
Sent: Tuesday, December 09, 2008 9:46 AM
To: moises.salazar@co.hidalgo.tx.us
Cc: Yoli Cisneros
Subject: FW: LilBoy Paver
Attachments: Small Paver Quotes and Specs 08dec08.tif

See the attached. Account Number:1202-431-00-122-006-0-742

From: Agapito Vargas [mailto:agapito.vargas@co.hidalgo.tx.us]
Sent: Monday, December 08, 2008 4:51 PM
To: 'moises.salazar@co.hidalgo.tx.us'
Cc: 'Darlene Betancourt'; 'valde.guerra@co.hidalgo.tx.us'; Yoli Cisneros; 'humberto.garza@co.hidalgo.tx.us'
Subject: LilBoy Paver

Moises attached is information on a small paver Commissioner Palacios is requesting to purchase. I have been in contact with the sales rep Doug Kosarek from Nueces Power Equipment and he has been providing the quotes and the specs on this equipment. Commissioner is specific in that he wants the paver to be rubber-wheel and not track. The quote we have received is for a rubber-wheeled paver. An automated upgrade was also requested with wheel-hooks to connect the paver to the dump tracks. Mr. Kosarek will provide with specifics on the quotes he has submitted.
Please place this item on the agenda for the 16th of December 2008. You can contact Mr. Kosarek if you wish to get additional information. Funds have been appropriated for this purchase.
Thanks,

CONTRACT PRICING WORKSHEET
For Standard Equipment Purchases

Contract No.:	SM10-08	Date Prepared:	12/9/2008

This Form must be prepared by Contractor and given to End User. End User issues PO to Contractor, and MUST also fax a copy of PO, together with completed Pricing Worksheet, to H-GAC @ 713-993-4548. Please type or print legibly.

Buying Agency:	Hidalgo County PCT. 2 ATT. ACAPITO	**Contractor:**	Hi-Way Equipment Co, LLC
Contact Person:	Vincent Dominguez	**Prepared By:**	Anne Crow
Phone:	956-330-2273/956-702-0066	**Phone:**	713-649-0949
Fax:	956-782-4448	**Fax:**	713-649-5571
Email:	vince@npetex.com	**Email:**	acrow@hi-wayequipment.com

Product Code:	**Q31**	**Description:**	**LeeBoy 1000F Paver-Screed - Rubber Tired**

A. Product Item Base Unit Price Per Contractor's H-GAC Contract:	56,120.00

B. Published Options - Itemize below - Attach additional sheet if necessary - Include Option Code in description if applicable
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
Q31 - Topcon Wiring Only	$ 3,300.00		
Q31 - Sonic Grade Controls One Side - Topcon	$ 8,000.00		
		Subtotal From Additional Sheet(s):	**Subtotal From Additional Sheet(s):**
		Subtotal B:	11,300.00

C. Unpublished Options - Itemize below - Attach additional sheet if necessary
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
		Subtotal From Additional Sheet(s):	
		Subtotal C:	-

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B). **For this transaction the percentage is:**

D. Total Cost before any other applicable Charges, Trade-Ins, Allowances, Discounts, Etc. (A+B+C)					
Quantity Ordered: 1	**X Subtotal of A + B + C:**		=	**Subtotal D:**	67,420.00

E. Other Charges, Trade-Ins, Allowances, Discounts, Etc.

Description	Cost	Description	Cost
o			
		Subtotal E:	

Delivery Date:	**30-150 Days A.R.O**	**F. Total Purchase Price (D+E):**	67,420.00

AI-12687 **21.D.1.**

Hauling Services of Crushed Caliche

CC REGULAR

Date:	12/16/2008
Submitted By:	Yvette Islas, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department

Purchasing only: Prct. 3

Information

CAPTION

Recommending award of bid and approval of contract (approved as to form by legal counsel) to sole bidder meeting all requirements as attached hereto for: "Hauling Services of Crushed Caliche" for Precinct No. 3 (RFB 08-418-11-26-YSI)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1203-431-00-123-005-0-346

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

BUDGETARY IMPACT:

$8,120.00 available as of 12/11/08.

Services will be requested on an "as needed" basis

Attachments

Link: dept rec

Link: b tab

Link: contract

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	12/11/2008 11:39 AM	APRV
2	Budget & Management	Veronica Lopez	12/11/2008 02:48 PM	APRV
3	Erika Reyna	Erika Reyna	12/11/2008 04:21 PM	APRV
4	Auditor's Office	Linda Fong	12/12/2008 01:13 PM	APRV

Form Started By: Yvette Islas Started On: 12/05/2008 03:03 PM

Final Approval Date: 12/12/2008

PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM

TO: Joe, Flores, Commissioner, Precinct No. 3

ATTN: Mingo Villarreal
Norma Ceballos

FROM: Yvette Islas, Buyer
Purchasing Department

DATE: December 01, 2008

RE: Request for Recommendation for: RFB 08-418-11-26-YSI
"HAULING SERVICES OF CRUSHED CALICHE"

We have received a sole response to the above mentioned project. Enclosed you will find a copy of the bid page for your review and recommendation.

Please indicate below if you DO or DO NOT recommend accepting the sole response. If you have any concerns or recommendations please indicate this in the space provided below.

Return your response to the Purchasing Department Tuesday, December 08, 2008, 4:00 pm. If you have any questions or require additional information please do not hesitate to contact me. Thank you.

☑ DO recommend accepting of response ☐ DO NOT recommend accepting of response

Recommendations/Concerns: _____

8-1203-431-00-173-005-0-346

8-1203-431-00-173-005-0-346

AUTHORIZED SIGNATURE PRINTED NAME DATE

Submit this form to the Hidalgo County Purchasing Department
via fax: (956) 292-7612 or via e-mail:
yvette.islas@co.hidalgo.tx.us

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TAB
RFB-RFP-RFQ

BID OPENING DATE: November 26, 2008 **BID OPENING TIME:** 9:30 A.M.

DEPARTMENT/BID DESCRIPTION: "HAULING SERVICES OF CRUSHED CALICHÉ-PRECINCT 3"

BID NO.: 2008-418-11-26-YSI

Location of Plant/ Road Materials	Total Cost Per Ton:	Fuel Costs Percentage Per Ton:	Current / Base Fuel Cost
Frontera Materials – Reavis Pit – Crushed Caliche			
13665 FM 2221, LaJoya, Texas			
1. **Roy's Hauling**	$ 5.00	% 75	$ 3.75

***Sole Respondent ***

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-08-418-12-16

THIS CONTRACT is made and entered into this **16th** day of **December , 2008** by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and **Roy's Hauling Service, Inc.** a Texas Corporation. ("Company").

WHEREAS, Company responded to advertised notices for bids for "**Hauling Services(Crushed Caliche)**" for **Precinct No. 3** (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 **Hidalgo County Precinct No. 3** . 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 **December 31, 2008** and ending on **December 30, 2009** and may be extended at the sole discretion of County for an additional one (1) year period, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first. County also reserves the right to continue this bid for an additional sixty (60) day Grace Period, under the same rates terms and conditions.

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 **Roy's Hauling Service, Inc.**
PO Box 1896
Edinburg, Texas 78539

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.

COUNTY OF HIDALGO

ATTEST:

By:_____
Juan D. Salinas, III, County Judge

_____
Arturo Guajardo Jr., County Clerk

COMPANY: Roy's Hauling Service, Inc.
By:_____
Printed Name:_____
Title:_____

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

By:_____

EXHIBIT "A"

SPECIFICATIONS

EXHIBIT "A"

HIDALGO COUNTY - PRECINCT # 3
"HAULING SERVICES OF CRUSHED CALICHE"
BID NO: 08-418-11-26-ysi

SPECIFICATIONS, REQUIREMENTS AND OTHER TERMS AND CONDITIONS

SCOPE OF SERVICES:

1. The requirements services contract will encompass all project-related hauling crushed caliche for the County of Hidalgo Precinct 3 including, but not limited to, the following:

2. Hauling services will be on an **as needed basis only.**

3. Crushed caliche will be hauled from awarded vendor **a)** – **Frontera Materials** contract number

   E-08-084B-01-30 at pit location as follows:

   a.) REAVIS PIT: Address: 13665 FM 2221, La Joya, Texas

4. Bid price must be on a **per ton basis.**

5. Hidalgo County reserves the right to award the bid on a lump sum basis to one bidder or to multiple bidders if the County determines it is in its best interest to do so.

6. The contract shall be for a period of one (1) year with the County's option to extend for an additional one (1) year term under the same rates, terms and conditions. The new contract will not take effect until the last day of the existing contract. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforseen delay in award of new bid for new contract term.

7. Hauling of crushed caliche will be done by Precinct # 3 forces along with awarded vendor, when required.

8. Hidalgo County - Precinct No. 3- Requires a minimum of **6 hauling trailers** that will be **available** on daily basis for this bid project to please note the make, year, model and capacity of your hauling trucks on attached **Exhibit "D"**.

9. Hidalgo County - Precinct No. 3 - Requires the minimum of five (5) vendor owned trucks (proof of ownership (title) shall be furnished with bid) to be available on a daily basis.

10. The Bidder awarded the contract shall not engage the services of a subcontract without prior written consent of Hidalgo County. When requesting written consent from Hidalgo County to retain a subcontractor to perform services hereunder the successful bidder must present evidence and submit to the County that the successful bidder and the proposed subcontractor possess all necessary licenses and permits to perform the

services described herein and that the successful bidder and the proposed subcontractor have obtained and submitted the required insurance coverage and policies as required by Hidalgo County (See Exhibit "C").

11. **Insurance (requirements) certificates** must be submitted to Precinct 3 with copies to the Purchasing Department for approval prior to any services being performed which is applicable to both the awarded bidder and the subcontractor in accordance to **Exhibit "C" attached**.

12. Any contract awarded to a successful bidder will be in effect until: (a) the contract expires, (b) delivery and acceptance of products and/or performance of services ordered of (c) terminated by County with thirty days written notice prior to cancellation.

13. All costs expenses associated with the preparation and submission of bids shall be the responsibility of the bidder and no reimbursement for such charges or expenses shall be passed onto Hidalgo County.

14. Hidalgo County has the authority to utilize cooperative purchasing participation and/or State Contracts when ever it is in the County's best interest to do so.

15. BID PAGE – 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.

16. **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.

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.

17. Vendors submitting bid must possess all applicable permits and licenses required for the hauling of crushed caliche.

ADDITIONAL INFORMATION:

Hidalgo County is requesting that any and all questions, inquiries and clarifications regarding quotes, bids, proposals, or statements of qualifications be addressed to Martha L. Salazar, CPPB, Purchasing Agent, at 2812 South Business Highway 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED**.

ALL WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, Wednesday, November 19, 2008 at 5:00 p.m. at (956) 318-2629. Responses to said inquiries will be sent to all applicants via facsimile by no later than 5:00 P.M. Friday, November 21, 2008.

EXHIBIT "B"

BID PAGE

EXHIBIT "B"

BID FORM

HIDALGO COUNTY PRECINCT No. 3
"HAULING SERVICES OF CRUSHED CALICHE"
BID NO: 08-418-11-26-ysi

Part I. AWARD WILL BE BASED ON THE LOWEST BID PER TON MEETING ALL REQUIRED SPECIFICATIONS.

SAMPLE:	*$ 3.00*	*25%*	*.75*
Location of Plant/ Road Materials	**Total Cost Per Ton:**	**Fuel Costs Percentage Per Ton:**	**Current / Base Fuel Cost**
Frontera Materials – Reavis Pit			
13665 FM 2221, Lalova, Texas			
Crushed Caliche	$ 5.00	% .75	$ 3.75

Part II. BID PRICE ADJUSTMENT BY HIDALGO COUNTY PRECINCT NO. 3

At the time of bid opening South Texas was to experiencing high fuel prices. Therefore, Hidalgo County Precinct No. 3 is requesting pricing adjustments based on the following:

Fuel Cost Base Bid Price for project will be based on the OPIS Fuel Index for November 24, 2008. For each 10% (increase or decrease) in the OPIS Index of November 24, 2008 during the contract term, the fuel cost(s) portion of the awarded bid price(s) will be adjusted accordingly. (As per above samples, a 10% increase is reflected as follows: $ 1.00=$1.10 and $ 1.10=$1.21; a 10% decrease is reflected as follows: $1.00=$0.90 and $1.10=$0.99

In the event you submit an invoice reflecting a price change under this provision, the Hidalgo County Precinct No. 3 will only honor the change if a copy of the OPIS report on which the change is based accompanies the invoice. Additionally, the Hidalgo County Precinct No. 3 reserves the right to independently verify changes in OPIS pricing and to modify an invoice amount based on a 10% change in the OPIS Index.

In determining whether price changes are permitted hereunder. The appropriate OPIS Index is the index issued of the date of the invoice
Acknowledgment and agreement to Bid Price Adjustment Part I & II for the term of the contract including any grace period extension.

BIDDER/COMPANY NAME : ROY'S HAULING SERVICE, INC.

ADDRESS: P.O. BOX 1896

CITY/STATE/ZIP CODE: EDINBURG, TEXAS 78540

PHONE AND FAX No: PH(956)383-2206 FAX(956)383-2569

AUTHORIZED SIGNATURE:

PRINTED NAME: ROY BALDERAS JR.

TITLE: VICE-PRESIDENT

COPY

EXHIBIT "C"

CERTIFICATE OF INSURANCE

Client#: 9117

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 07/14/08

PRODUCER
Hilb Rogal & Hobbs
(956)682-9423 FAX(956)687-1286
1400 N McColl Rd Suite 105
McAllen, TX 78501

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
Roy's Hauling Service
P O Box 1896
Edinburg, TX 78540

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Texas Mutual Insurance Company	22945
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
		GENERAL LIABILITY				EACH OCCURRENCE	$
		☐ COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	$
		☐ CLAIMS MADE ☐ OCCUR				MED EXP (Any one person)	$
						PERSONAL & ADV INJURY	$
		GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE	$
		☐ POLICY ☐ PRO-JECT ☐ LOC				PRODUCTS - COMP/OP AGG	$
		AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	$
		☐ ANY AUTO				BODILY INJURY (Per person)	$
		☐ ALL OWNED AUTOS				BODILY INJURY (Per accident)	$
		☐ SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	$
		☐ HIRED AUTOS					
		☐ NON-OWNED AUTOS					
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		☐ ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	$
		☐ OCCUR ☐ CLAIMS MADE				AGGREGATE	$
							$
		☐ DEDUCTIBLE					$
		☐ RETENTION $					$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	TSF0001189521	04/02/08	04/02/09	X WC STATU-TORY LIMITS ☐ OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	$500,000
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	$500,000
						E.L. DISEASE - POLICY LIMIT	$500,000
		OTHER					

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

CERTIFICATE HOLDER

County of Hidalgo
2802 S Business Hwy 281
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Brian F Davis

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 09/12/08

PRODUCER
VALMOR INSURANCE AGENCY
1303 N. 10th St., Suite
McAllen, Texas 78501

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
ROY'S HAULING SERVICE, INC.
P.O. BOX 1896
EDINBURG, TEXAS 78540

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: UNITRIN CO. MUTUAL INS.	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
		GENERAL LIABILITY				EACH OCCURRENCE	$
		[ ] COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	$
		[ ] CLAIMS MADE [ ] OCCUR				MED EXP (Any one person)	$
						PERSONAL & ADV INJURY	$
		GEN'L AGGREGATE LIMIT APPLIES PER				GENERAL AGGREGATE	$
		[ ] POLICY [ ] PRO JECT [ ] LOC				PRODUCTS - COMP/OP AGG	$
A		AUTOMOBILE LIABILITY	FCNCCV2300075	08/16/08	08/16/09	COMBINED SINGLE LIMIT (Ea accident)	$1,000,010
		[ ] ANY AUTO					
		[ ] ALL OWNED AUTOS				BODILY INJURY (Per person)	$
		[X] SCHEDULED AUTOS					
		[X] HIRED AUTOS				BODILY INJURY (Per accident)	$
		[X] NON OWNED AUTOS					
						PROPERTY DAMAGE (Per accident)	$
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		[ ] ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	$
		[ ] OCCUR [ ] CLAIMS MADE				AGGREGATE	$
							$
		[ ] DEDUCTIBLE					$
		[ ] RETENTION $					$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				[ ] WC STATUTORY LIMITS [ ] OTHER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	$
		(If yes, describe under SPECIAL PROVISIONS below)				E.L. DISEASE - EA EMPLOYEE	$
						E.L. DISEASE - POLICY LIMIT	$
		OTHER					

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

1991 INTL #7044, 1985 INTL #3732, 1998 INTL #4857, 1999 INTL #6851
1999 MACK #1180, 2000 INTL #7950, 2000 INTL #7946, 2000 MACK #1349
2000 PETE #3178, 2000 PETE #3173, 2000 PETE #3206, 2000 PETE #3207

CERTIFICATE HOLDER

COUNTY OF HIDALGO
2802 S. BUSINESS HWY 281
EDINBURG, TEXAS 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
Maribel Guerra

NLD

© ACORD CORPORATION 1988

Client#: 9117 ROYSHAU

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 09/12/08

PRODUCER
Hilb Rogal & Hobbs
(956)682-9423 FAX(956)687-1286
1400 N McColl Rd Suite 105
McAllen, TX 78501

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INSURED
Roy's Hauling Service
P O Box 1896
Edinburg, TX 78540

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: USF Insurance Company	25887
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY	LGBGL72455	09/11/08	09/11/09		
		X COMMERCIAL GENERAL LIABILITY				EACH OCCURRENCE	$1,000,000
		CLAIMS MADE X OCCUR				DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000
		X BI/PD Ded:500				MED EXP (Any one person)	$5,000
						PERSONAL & ADV INJURY	$1,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE	$2,000,000
		POLICY PRO-JECT LOC				PRODUCTS - COMP/OP AGG	$
		AUTOMOBILE LIABILITY					
		ANY AUTO				COMBINED SINGLE LIMIT (Ea accident)	$
		ALL OWNED AUTOS				BODILY INJURY (Per person)	$
		SCHEDULED AUTOS				BODILY INJURY (Per accident)	$
		HIRED AUTOS				PROPERTY DAMAGE (Per accident)	$
		NON-OWNED AUTOS					
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	$
		OCCUR CLAIMS MADE				AGGREGATE	$
		DEDUCTIBLE					$
		RETENTION $					$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU-TORY LIMITS OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	$
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	$
						E.L. DISEASE - POLICY LIMIT	$
		OTHER					

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

CERTIFICATE HOLDER

County of Hidalgo
2802 S Business Hwy 281
Edinburg, TX 78539

CANCELLATION

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AUTHORIZED REPRESENTATIVE
Brian P Davis

AI-12836 **21.D.2.**

Purchase of Various Heavy Duty Equipment for Landfill Project in Pct. #3
CC REGULAR

Date: 12/16/2008
Submitted By: Oscar Garza, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department **Purchasing only:** Prct. 3

Information

CAPTION

A. Presentation for consideration, discussion, acceptance and approval of proposal(s) received from Doggett Heavy Machinery Services, Ltc, Pharr, TX awarded vendor through Hidalgo County's participation/membership with TASB Buyboard Contract #268-07 for the purchase of the following equipment to include but not limited to Buyboard Fee's, delivery & Extended Warranties for proposed Landfill Project in Pct. #3.

Equipment	Quantity	Total Cost	Project
JD 670D New Motorgrader	1	$188,559.30	2008-496
JD 310J New Wheel Loader-Backhoe	1	$75,927.21	200

Total: $ 264,486.51 (Amount includes Buyboard Fee's & Delivery)

B. Presentation for consideration, discussion, acceptance and approval of proposal(s) received from Rush Truck Houston/ Pharr, TX awarded vendor through Hidalgo County's participation/membership with TASB Buyboard Contract #281-07 for the purchase of the following equipment use at landfill in Pct. #3.

Equipment	Quantity	Total Cost	Project
New 2008 Peterbilt 340 Roll Off Trucks	2	$247,574.00	2008-494
New 2009 340 Peterbilt 3000 Gallon Water Truck	1	$117,924.00	2008-493
New 2009 Peterbilt 340 16-18 Cubic Yards Dump Trucks	2	$187,165.00	2008-495

Total: $552,663.00

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1100-432-00-123-001-0-742
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Funding pending approval of AI 12853

Attachments

Link: 12836

Link: 12836

Link: backup

Link: back-up

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	12/12/2008 02:59 PM	APRV
2	Budget & Management	Veronica Lopez	12/12/2008 03:00 PM	APRV
3	Erika Reyna	Erika Reyna	12/12/2008 04:02 PM	APRV
4	Auditor's Office		12/12/2008 05:24 PM	NEW

Form Started By: Oscar Garza Started On: 12/11/2008 04:41 PM

Final Approval Date: 12/12/2008

DOGGETT HEAVY MACHINERY SERVICES, LTD.

#1	#2	#3	#4
PHARR TX	CORPUS CHRISTI, TX	BROWNSVILLE,TX	VICTORIA, TX
705 E. Nolana, 78589	433 Flato Rd. 78405	5994 E. 14TH St. 78520	6812 N. US 59, 77905
(956) 787-0001	Box 4918, 78469	(956) 831-9377	(361) 570-6666
Fax(956) 787-0085	(361) 289-0727	Fax (956) 831-7421	(361) 570-6688
	Fax (361) 289-7229		

Store #: 1 Date: 12/12/08 Proposal for: SALE

Acct #: _____ Tax / SS #: _____

Business: Hidalgo County Pct # 3

Individual: Joe Flores

Address: 400 W.13th

City/St/Zip: Mission Texas 78572

Phone #: 279/4010 Fax #: _____

Cell #: Purchase [ ] Corp. [ ] LLC [ ] Pard. [X] Ind.

PO #: 318/2626 Job #: Oscar

[ ] RENTAL [ ] Month/s [ ] Week/s [ ] Days

Start Date: _____ Rate $: _____

Delivery $: _____ Pick-up $: _____

Payment: [ ] P. P. [ ] Cash [ ] Other *

Taxable: [ ] Yes [ ] No

[X] SALE [ ] Finance [ ] Lease [ ] Cash

Term: [ ] Months [ ] % Rate [ ] Other*

Proposal good for: 16 Days

QUOTATION BELOW SUBJECT TO APPLICABLE TAXES

Qty	Make	Model	Serial No.	Description of Equipment / Include HOURS & YEAR Model	Sale Price of Unit/s
	JD	670D	New	Motorgrader EACH	$ 187,037.00
				FAXED DEC 12 2008	
				Cab/Air Vial Ripper/Scaffier Combo	
				County P.O.# 612000	
				BuyBoard Contract # 268-07	
				Total Selling Price Units (All) :	$ 187,037.00
				Stock Number : Extended Warranty :	$ 1,522.30

WARRANTY

[ ] Extended [X] New [ ] Other*

[ ] Full Machine [X] EPT + Hyd [ ] EPT

Term: Months: 36 Hours: 3000

Notes / *Other

Physical Address: _____

Less Applicable Rent : $ -

Less Trade-in Value : $ -

Taxable Amount : $ 188,559.30

Ad valorem Tax: 0.00000% $ -

Sales / Fuel Tax: 0.00% $ -

Less Down Payment : $ -

Total Amount To Finance Or Pay Cash : $ 188,559.30

Monthly Payments: $ -

Salesman : RUDY LLAMAS

Customer : _____

05/15/08

[redacted]

BID LOG DATA ENTRY FORM

Bid No. 2008496

Buyer OGG

Project Type BUY-BOARD (TASB)

BID PROCESS STATUS
OPEN

Bid Description
ONE (1) NEW JD 670D MOTORGRADER

4:53:13.23 PM

Department
PRECINCT #3- LANDFILL!I

No. Assigned Date: 12/11/2008

Ad Date1	Ad Date2	Ad Date3	Pre Project Conf.	Bid Opening Date

CC Action Date	Type of CC Action	Awarded Vendor 1

Current Project Status
PENDING CC APPROVAL

DATE OF LAST UPDATE: 12/11/2008

DOGGETT HEAVY MACHINERY SERVICES, LTD.

#1	#2	#3	#4
PHARR TX	CORPUS CHRISTI, TX	BROWNSVILLE,TX	VICTORIA, TX
705 E. Nolana, 78589	433 Flato Rd. 78405	5994 E. 14TH St. 78520	6812 N. US 59, 77905
(956) 787-0001	Box 4918, 78469	(956) 831-9377	(361) 570-6666
Fax(956) 787-0056	(361) 289-0727	Fax (956) 831-7421	(361) 570-6688
	Fax (361) 289-7229		

Store #: 1 Date: 12/12/08

Proposal for: BuyBoard Pricing

Acct #: _____ Tax / SS #: _____

Business: Hidalgo County Pct # 3

Individual: Joe Flores

Address: 400 W.13th

City/St/Zip: Mission Texas 78572

Phone #: 279/4010 Fax #: _____

Cell #: Purchase ☐ Corp. ☐ LLC ☐ Pard. ☒ Ind.

PO #: 318/2626 Job #: Oscar

☐ RENTAL ☐ Month/s ☐ Week/s ☐ Days

Start Date: _____ Rate $: _____

Delivery $: _____ Pick-up $: _____

Payment: ☐ P. P. ☐ Cash ☐ Other *

Taxable: ☐ Yes ☐ No

☒ SALE ☐ Finance ☐ Lease ☒ Cash

Term: ☐ Months ☐ % Rate ☐ Other*

Proposal good for: _____ Days

QUOTATION BELOW SUBJECT TO APPLICABLE TAXES

Qty	Make	Model	Serial No.	Description of Equipment / Include HOURS & YEAR Model	Sale Price of Unit/s
	JD	310J	NEW	Wheelloader/Backhoe	$ 101,024.00
				Cab/Air Extendable DipperStick	
				P.O.# 612000	
				BuyBoard Contract # 268-07	
				BuyBoard Discount 26.2%	$ (26,468.29)
				Total Selling Price Units (All) :	$ 74,555.71
				Stock Number : Extended Warranty :	$ 1,371.50

FAXED DEC 12 2008

WARRANTY

☐ Extended ☒ New ☐ Other*

☐ Full Machine ☒ EPT + Hyd ☐ EPT

Term: Months: 36 Hours: 3000

Notes / *Other

Physical Address: _____

Less Applicable Rent :		$ -
Less Trade-in Value :		$ -
Taxable Amount :		$ 75,927.21
Ad valorem Tax:	0.00000%	$ -
Sales / Fuel Tax:	0.00%	$ -
Less Down Payment :		$ -
Total Amount To Finance Or Pay Cash :		$ 75,927.21
Monthly Payments:		$ -

Salesman : RUDY LLAMAS

Customer : _____

05/15/08

BID LOG DATA ENTRY FORM

[redacted]

Bid No. 2008497

Buyer OGG

Project Type BUY-BOARD (TASB)

BID PROCESS STATUS
OPEN

Bid Description
ONE (1) NEW JD 310J WHEEL LOADER-BACKHOE

4:55:03.19 PM

Department
PRECINCT #3- LANDFILL II

No. Assigned Date: 12/11/2008

Ad Date1	Ad Date2	Ad Date3	Pre Project Conf.	Bid Opening Date

CC Action Date	Type of CC Action	Awarded Vendor 1

Current Project Status
PENDING CC APPROVAL

DATE OF LAST UPDATE: 12/11/2008

BuyBoard **Rush Truck Center - Houston**

The following details shall be provided with any BuyBoad purchase order (Fax Purchase Order to {800}211-5454

		Prepared By:	**Charlie Plouse**
BuyBoard Vendor:	**Rush Truck Center, Houston [FOR RTC-PHARR]**	Vendor Phone:	(713) 495-6300
[Address P.O. to:]	**10200 N. Loop East**	Vendor Fax:	(713) 695-9620
	Houston, Texas 77029	Vendor Toll Free	(800) 580-7383
		Date Prepared	December 4, 2008
Government Agency:	**HIDALGO COUNTY, PRECINCT # 3**	**Gov. Agency**	HIDALGO COUNTY
[Ship to:]	**724 N. BREYSOGLE STREET**	**[Bill to:]**	P. O. BOX 1356
	MISSION, TEXAS 78572		EDINBURG, TEXAS 78529
Contacts Name:	**JOE FLORES**	Gov. Agn. Phone No: (956) 585 - 4509	G. A. Fax No: (956) 205-7009
Product Description:	**PETERBILT 340 ROLL-OFF TRUCKS**		

I: **BuyBoard Contract #281-07** Price List: PETERBILT # 4 Base Price **$ 64,780.00**

II: Base Bid Options: (Itemize Below)

*	Please See Attached List	$ 70,643.45	*		$ -
*		$ -	*		$ -
*		$ -	*		$ -
*		$ -	*		$ -
*		$ -	*		$ -
*		$ -	*		$ -
*		$ -	*		$ -
*		$ -	*		$ -
*		$ -	*		$ -
*		$ -	*		$ -
*		$ -	*		$ -
*		$ -	*		$ -
	Subtotal	**$ 70,643.45**	*	**Subtotal**	**$ -**

III:	Unpublished Options added to Contract Price (Subtotal of Co. 1 & Col 2)			**$ 70,643.45**
IV:	Total **IV + VI**			**$ 135,423.45**
V:	Non-Base Options (Itemize below)	NON-BASE = -0.09 %		
VI:	Non-Published Options (Please see attached)	EACH		**$ (11,636.45)**
VII:	Unit Cost with Discount			**$ 123,787.00**
VIII	**Quantity Ordered** Units: 2 x "E"			**$ 247,574.00**
IX:	Trade-in or other Credit(s)			
		$ - 0		$ -
X:	**TOTAL PURCHASE PRICE INCLUDING VIII + IX**			$ 247,574.00

Delivery to Hidalgo County, Pct # 3 90 DAYS A.R.O.

CONTRACT 10/1/2007 TO 9/30/2010

Fax all Purchase Orders to BuyBoard at (800) 211-5454

HIDALGO COUNTY

BUYBOARD OFFER

DECEMBER, 2008

December 4, 2008

RUSH TRUCK CENTERS OPTIONS
HIDALGO COUNTY, PRECINCT #3

PUBLISHED OPTIONS:

PLEASE REFER TO THE FOLLOWING SPECIFICATIONS

	BID CHASSIS LIST	$ 111,185.00
	LESS CHASSIS LIST	$ (69,800.00)
	OPTIONS OFFERED TOTAL	**$ 41,385.00**
	LESS 3% CONTRACT DISCOUNT	$ 40,143.45

OTHER PUBLISHED OPTIONS:

RTC45	TARPER	$ 6,500.00
RTC32	ROLL-OFF	$ 24,000.00
	TOTAL OF PUBLISED OPTIONS FOR PAGE 1	$ 70,643.45

UNPUBLISHED OPTIONS:

	DISCOUNT	$ (11,636.45)

PETERBILT AND BODY OPTIONS

Rollaff w/ Hoist w/ Tarper
2008 340 Autocar/Ox


Peterbilt
RUSH
TRUCK CENTERS
ACCURATE
ERIAL, NJ
ALEXANDRIA, LA
WILLIAMSTOWN, NJ
ACCURATE

MAIN MENU

BID LOG DATA ENTRY FORM

Bid No. 2008494

Buyer OGG

Project Type BUY-BOARD (TASB)

BID PROCESS STATUS
OPEN

Bid Description
TWO (2) 2008 340 ROLL OFF TRUCKS

4:50:07.58 PM

Department
PRECINCT #3- LANDFILLII

No. Assigned Date: 12/11/2008

Ad Date1	Ad Date2	Ad Date3	Pre Project Conf.	Bid Opening Date

CC Action Date	Type of CC Action	Awarded Vendor 1

Current Project Status
PENDING CC APPROVAL

DATE OF LAST UPDATE: 12/11/2008

BuyBoard **Rush Truck Center - Houston**

The following details shall be provided with any BuyBoad purchase order (Fax Purchase Order to {800}211-5454

		Prepared By:	**Charlie Plouse**
BuyBoard Vendor:	**Rush Truck Center, Houston [FOR RTC-PHARR]**	Vendor Phone:	(713) 495-6300
[Address P.O. to:]	**10200 N. Loop East**	Vendor Fax:	(713) 695-9620
	Houston, Texas 77029	Vendor Toll Free	(800) 580-7383
		Date Prepared	December 4, 2008
Government Agency:	**HIDALGO COUNTY, PRECINCT # 3**	**Gov. Agency**	HIDALGO COUNTY
[Ship to:]	**724 N. BREYSOGLE STREET**	**[Bill to:]**	P. O. BOX 1356
	MISSION, TEXAS 78572		EDINBURG, TEXAS 78529
Contacts Name:	**JOE FLORES**	Gov. Agn. Phone No: (956) 585 - 4509	G. A. Fax No: (956) 205-7009
Product Description:	**PETERBILT 340 WATER TRUCK**		

I: **BuyBoard Contract #281-07** Price List: PETERBILT #3 Base Price **$ 64,780.00**

II:	Base Bid Options:	(Itemize Below)				
*	Please See Attached List	$ 28,423.91	*		$ -	
*		$ -	*		$ -	
*	RTC62 BODY MOUNT	$ 1,430.00	*		$ -	
*		$ -	*		$ -	
*		$ -	*		$ -	
*		$ -	*		$ -	
*		$ -	*		$ -	
*		$ -	*		$ -	
*		$ -	*		$ -	
*		$ -	*		$ -	
*		$ -	*		$ -	
*		$ -	*		$ -	
	Subtotal	**$ 29,853.91**	*	**Subtotal**	$ -	

III:	Unpublished Options added to Contract Price (Subtotal of Co. 1 & Col 2)			**$ 29,853.91**
IV:	Total **IV + VI**			**$ 94,633.91**
V:	Non-Base Options (Itemize below)	NON-BASE = 0.25 %		
VI:	Non-Published Options (Please see attached)	EACH		**$ 23,290.09**
VII:	Unit Cost with Discount			**$ 117,924.00**
VIII	**Quantity Ordered** Units: 1	x "E"		**$ 117,924.00**
IX:	Trade-in or other Credit(s)			
		$ - 0		$ -

X: **TOTAL PURCHASE PRICE INCLUDING VIII + IX** $ 117,924.00

Delivery to Hidalgo County, Pct # 3 90 DAYS A.R.O.

CONTRACT 10/1/2007 TO 9/30/2010

Fax all Purchase Orders to BuyBoard at (800) 211-5454

HIDALGO COUNTY

BUYBOARD OFFER

NOVEMBER, 2008

December 4, 2008

RUSH TRUCK CENTERS OPTIONS
HIDALGO COUNTY, PRECINCT #3

PUBLISHED OPTIONS:

PLEASE REFER TO THE FOLLOWING SPECIFICATIONS

	BID CHASSIS LIST	$ 105,297.00
	LESS CHASSIS LIST	$ (75,994.00)
	OPTIONS OFFERED TOTAL	**$ 29,303.00**
	LESS 3% CONTRACT DISCOUNT	$ 28,423.91

UNPUBLISHED OPTIONS:

TRUCKERS	3,000 GALLON WATER TRUCK	$ 32,150.00
	DISCOUNT	$ (8,859.91)
	TOTAL OF UNPUBLISED OPTIONS FOR PAGE 1	$ 23,290.09

PETERBILT AND BODY OPTIONS

3000 gal water truck
2009 340 Peterbilt
Peterbilt

BID LOG DATA ENTRY FORM

[redacted]

Bid No.	Buyer	Project Type	BID PROCESS STATUS
2008493	OGG	BUY-BOARD (TASB)	OPEN

Bid Description
ONE (1) NEW 2009 340 3000 GAL WATER TRUCK

4:47:39.13 PM

Department
PRECINCT #3- LANDFILLII

No. Assigned Date: **12/11/2008**

Ad Date1	Ad Date2	Ad Date3	Pre Project Conf.	Bid Opening Date

CC Action Date	Type of CC Action	Awarded Vendor 1

Current Project Status
PENDING CC APPROVAL

DATE OF LAST UPDATE: 12/11/2008

BuyBoard **Rush Truck Center - Houston**

The following details shall be provided with any BuyBoad purchase order (Fax Purchase Order to (800)211-5454

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[Address P.O. to:]	**10200 N. Loop East**	Vendor Fax:	(713) 695-9620
	Houston, Texas 77029	Vendor Toll Free	(800) 580-7383
		Date Prepared	December 4, 2008
Government Agency:	**HIDALGO COUNTY, PRECINCT # 3**	**Gov. Agency**	HIDALGO COUNTY
[Ship to:]	**724 N. BREYSOGLE STREET**	**[Bill to:]**	P. O. BOX 1356
	MISSION, TEXAS 78572		EDINBURG, TEXAS 78529
Contacts Name:	**JOE FLORES**	Gov. Agn. Phone No: (956) 585 - 4509	G. A. Fax No: (956) 205-7009
Product Description:	**PETERBILT 340 DUMP TRUCKS**		

I:	**BuyBoard Contract #281-07**	Price List:	PETERBILT # 5	Base Price	$	**64,780.00**
II:	Base Bid Options:	(Itemize Below)				
*	Please See Attached List	$ 21,461.25	*	$ -		
*		$ -	*	$ -		
*		$ -	*	$ -		
*		$ -	*	$ -		
*		$ -	*	$ -		
*		$ -	*	$ -		
*		$ -	*	$ -		
*		$ -	*	$ -		
*		$ -	*	$ -		
*		$ -	*	$ -		
*		$ -	*	$ -		
*		$ -	*	$ -		
	Subtotal	**$ 21,461.25**	* **Subtotal**	$ -		
III:	Unpublished Options added to Contract Price (Subtotal of Co. 1 & Col 2)				$	**21,461.25**
IV:	Total **IV + VI**				$	**86,241.25**
V:	Non-Base Options	(Itemize below)	NON-BASE =	0.09 %		
VI:	Non-Published Options (Please see attached)			EACH	$	**7,341.25**
VII:	Unit Cost with Discount				$	**93,582.50**
VIII	**Quantity Ordered** Units:	2	x "E"		$	**187,165.00**
IX:	Trade-in or other Credit(s)					
		$ -	0		$	-
X:	**TOTAL PURCHASE PRICE INCLUDING VIII + IX**				$	187,165.00

Delivery to Hidalgo County, Pct # 3 90 DAYS A.R.O.

CONTRACT 10/1/2007 TO 9/30/2010

Fax all Purchase Orders to BuyBoard at (800) 211-5454

HIDALGO COUNTY

BUYBOARD OFFER

NOVEMBER, 2008

December 4, 2008

RUSH TRUCK CENTERS OPTIONS
HIDALGO COUNTY, PRECINCT #3

PUBLISHED OPTIONS:

PLEASE REFER TO THE FOLLOWING SPECIFICATIONS

	BID CHASSIS LIST	$ 98,119.00
	LESS CHASSIS LIST	$ (75,994.00)
	OPTIONS OFFERED TOTAL	**$ 22,125.00**
	LESS 3% CONTRACT DISCOUNT	$ 21,461.25

UNPUBLISHED OPTIONS:

TRUCKERS	16-18 CU YD DUMP BODY	$ 14,600.00
	DISCOUNT	$ (7,258.75)
	TOTAL OF UNPUBLISED OPTIONS FOR PAGE 1	$ 7,341.25

PETERBILT OPTIONS

16 to 18 Cu. yrd Dump Truck
2009 Peterbilts



BID LOG DATA ENTRY FORM

[redacted]

Bid No. 2008495

Buyer OGG

Project Type BUY-BOARD (TASB)

BID PROCESS STATUS
OPEN

Bid Description
TWO (2) NEW 2009 16-18 CU YRD 340 DUMP TRUCKS

4:51:40.13 PM

Department
PRECINCT #3- LANDFILLII

No. Assigned Date: 12/11/2008

Ad Date1	Ad Date2	Ad Date3	Pre Project Conf.	Bid Opening Date

CC Action Date	Type of CC Action	Awarded Vendor 1

Current Project Status
PENDING CC APPROVAL

DATE OF LAST UPDATE: 12/11/2008

HIDALGO COUNTY

BUYBOARD OFFER

NOVEMBER, 2008

December 4, 2008

RUSH TRUCK CENTERS OPTIONS
HIDALGO COUNTY, PRECINCT #3

PUBLISHED OPTIONS:

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	LESS 3% CONTRACT DISCOUNT	$ 28,423.91

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	TOTAL OF UNPUBLISED OPTIONS FOR PAGE 1	$ 23,290.09

PETERBILT AND BODY OPTIONS

3000 gal water truck
2009 340 Peterbilt
Peterbilt

BID LOG DATA ENTRY FORM

[redacted]

Bid No.	Buyer	Project Type	BID PROCESS STATUS
2008493	OGG	BUY-BOARD (TASB)	OPEN

Bid Description
ONE (1) NEW 2009 340 3000 GAL WATER TRUCK

4:47:39.13 PM

Department
PRECINCT #3- LANDFILLII

No. Assigned Date: **12/11/2008**

Ad Date1	Ad Date2	Ad Date3	Pre Project Conf.	Bid Opening Date

CC Action Date	Type of CC Action	Awarded Vendor 1

Current Project Status
PENDING CC APPROVAL

DATE OF LAST UPDATE: 12/11/2008

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[Ship to:]	**724 N. BREYSOGLE STREET**	**[Bill to:]**	P. O. BOX 1356
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*		$ -	*	$ -		
*		$ -	*	$ -		
*		$ -	*	$ -		
*		$ -	*	$ -		
*		$ -	*	$ -		
*		$ -	*	$ -		
*		$ -	*	$ -		
*		$ -	*	$ -		
*		$ -	*	$ -		
*		$ -	*	$ -		
*		$ -	*	$ -		
	Subtotal	**$ 21,461.25**	* **Subtotal**	$ -		
III:	Unpublished Options added to Contract Price (Subtotal of Co. 1 & Col 2)				$	**21,461.25**
IV:	Total **IV + VI**				$	**86,241.25**
V:	Non-Base Options	(Itemize below)	NON-BASE =	0.09 %		
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VII:	Unit Cost with Discount				$	**93,582.50**
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IX:	Trade-in or other Credit(s)					
		$ -	0		$	-
X:	**TOTAL PURCHASE PRICE INCLUDING VIII + IX**				$	187,165.00

Delivery to Hidalgo County, Pct # 3 90 DAYS A.R.O.

CONTRACT 10/1/2007 TO 9/30/2010

Fax all Purchase Orders to BuyBoard at (800) 211-5454

HIDALGO COUNTY

BUYBOARD OFFER

NOVEMBER, 2008

December 4, 2008

RUSH TRUCK CENTERS OPTIONS
HIDALGO COUNTY, PRECINCT #3

PUBLISHED OPTIONS:

PLEASE REFER TO THE FOLLOWING SPECIFICATIONS

	BID CHASSIS LIST	$ 98,119.00
	LESS CHASSIS LIST	$ (75,994.00)
	OPTIONS OFFERED TOTAL	**$ 22,125.00**
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	TOTAL OF UNPUBLISED OPTIONS FOR PAGE 1	$ 7,341.25

PETERBILT OPTIONS

16 to 18 Cu. yrd Dump Truck
2009 Peterbilts



BID LOG DATA ENTRY FORM

[redacted]

Bid No. 2008495

Buyer OGG

Project Type BUY-BOARD (TASB)

BID PROCESS STATUS
OPEN

Bid Description
TWO (2) NEW 2009 16-18 CU YRD 340 DUMP TRUCKS

4:51:40.13 PM

Department
PRECINCT #3- LANDFILLII

No. Assigned Date: 12/11/2008

Ad Date1	Ad Date2	Ad Date3	Pre Project Conf.	Bid Opening Date

CC Action Date	Type of CC Action	Awarded Vendor 1

Current Project Status
PENDING CC APPROVAL

DATE OF LAST UPDATE: 12/11/2008

DOGGETT HEAVY MACHINERY SERVICES, LTD.

#1	#2	#3	#4
PHARR TX	CORPUS CHRISTI, TX	BROWNSVILLE,TX	VICTORIA, TX
705 E. Nolana, 78589	433 Flato Rd. 78405	5994 E. 14TH St. 78520	6812 N. US 59, 77905
(956) 787-0001	Box 4918, 78469	(956) 831-9377	(361) 570-6666
Fax(956) 787-0085	(361) 289-0727	Fax (956) 831-7421	(361) 570-6688
	Fax (361) 289-7229		

Store #: 1 Date: 12/12/08 Proposal for: SALE

Acct #: _____ Tax / SS #: _____

Business: Hidalgo County Pct # 3

Individual: Joe Flores

Address: 400 W.13th

City/St/Zip: Mission Texas 78572

Phone #: 279/4010 Fax #: _____

Cell #: Purchase [ ] Corp. [ ] LLC [ ] Pard. [X] Ind.

PO #: 318/2626 Job #: Oscar

[ ] RENTAL [ ] Month/s [ ] Week/s [ ] Days

Start Date: _____ Rate $: _____

Delivery $: _____ Pick-up $: _____

Payment: [ ] P. P. [ ] Cash [ ] Other *

Taxable: [ ] Yes [ ] No

[X] SALE [ ] Finance [ ] Lease [ ] Cash

Term: [ ] Months [ ] % Rate [ ] Other*

Proposal good for: 16 Days

QUOTATION BELOW SUBJECT TO APPLICABLE TAXES

Qty	Make	Model	Serial No.	Description of Equipment / Include HOURS & YEAR Model	Sale Price of Unit/s
	JD	670D	New	Motorgrader EACH	$ 187,037.00
				FAXED DEC 12 2008	
				Cab/Air Vial Ripper/Scaffier Combo	
				County P.O.# 612000	
				BuyBoard Contract # 268-07	
				Total Selling Price Units (All) :	$ 187,037.00
				Stock Number : Extended Warranty :	$ 1,522.30

WARRANTY

[ ] Extended [X] New [ ] Other*

[ ] Full Machine [X] EPT + Hyd [ ] EPT

Term: Months: 36 Hours: 3000

Notes / *Other

Physical Address: _____

Less Applicable Rent : $ -

Less Trade-in Value : $ -

Taxable Amount : $ 188,559.30

Ad valorem Tax: 0.00000% $ -

Sales / Fuel Tax: 0.00% $ -

Less Down Payment : $ -

Total Amount To Finance Or Pay Cash : $ 188,559.30

Monthly Payments: $ -

Salesman : RUDY LLAMAS

Customer : _____

05/15/08

[redacted]

BID LOG DATA ENTRY FORM

Bid No. 2008496

Buyer OGG

Project Type BUY-BOARD (TASB)

BID PROCESS STATUS
OPEN

Bid Description
ONE (1) NEW JD 670D MOTORGRADER

4:53:13.23 PM

Department
PRECINCT #3- LANDFILL#

No. Assigned Date: 12/11/2008

Ad Date1	Ad Date2	Ad Date3	Pre Project Conf.	Bid Opening Date

CC Action Date	Type of CC Action	Awarded Vendor 1

Current Project Status
PENDING CC APPROVAL

DATE OF LAST UPDATE: 12/11/2008

DOGGETT HEAVY MACHINERY SERVICES, LTD.

#1	#2	#3	#4
PHARR TX	CORPUS CHRISTI, TX	BROWNSVILLE,TX	VICTORIA, TX
705 E. Nolana, 78589	433 Flato Rd. 78405	5994 E. 14TH St. 78520	6812 N. US 59, 77905
(956) 787-0001	Box 4918, 78469	(956) 831-9377	(361) 570-6666
Fax(956) 787-0056	(361) 289-0727	Fax (956) 831-7421	(361) 570-6688
	Fax (361) 289-7229		

Store #: 1 Date: 12/12/08

Proposal for: BuyBoard Pricing

Acct #: _____ Tax / SS #: _____

Business: Hidalgo County Pct # 3

Individual: Joe Flores

Address: 400 W.13th

City/St/Zip: Mission Texas 78572

Phone #: 279/4010 Fax #: _____

Cell #: Purchase ☐ Corp. ☐ LLC ☐ Pard. ☒ Ind.

PO #: 318/2626 Job #: Oscar

☐ RENTAL ☐ Month/s ☐ Week/s ☐ Days

Start Date: _____ Rate $: _____

Delivery $: _____ Pick-up $: _____

Payment: ☐ P. P. ☐ Cash ☐ Other *

Taxable: ☐ Yes ☐ No

☒ SALE ☐ Finance ☐ Lease ☒ Cash

Term: ☐ Months ☐ % Rate ☐ Other*

Proposal good for: _____ Days

QUOTATION BELOW SUBJECT TO APPLICABLE TAXES

Qty	Make	Model	Serial No.	Description of Equipment / Include HOURS & YEAR Model	Sale Price of Unit/s
	JD	310J	NEW	Wheelloader/Backhoe	$ 101,024.00
				Cab/Air Extendable DipperStick	
				P.O.# 612000	
				BuyBoard Contract # 268-07	
				BuyBoard Discount 26.2%	$ (26,468.29)
				Total Selling Price Units (All) :	$ 74,555.71
				Stock Number : Extended Warranty :	$ 1,371.50

FAXED DEC 12 2008

WARRANTY

☐ Extended ☒ New ☐ Other*

☐ Full Machine ☒ EPT + Hyd ☐ EPT

Term: Months: 36 Hours: 3000

Notes / *Other

Physical Address: _____

Less Applicable Rent :		$ -
Less Trade-in Value :		$ -
Taxable Amount :		$ 75,927.21
Ad valorem Tax:	0.00000%	$ -
Sales / Fuel Tax:	0.00%	$ -
Less Down Payment :		$ -
Total Amount To Finance Or Pay Cash :		$ 75,927.21
Monthly Payments:		$ -

Salesman : RUDY LLAMAS

Customer : _____

05/15/08

BID LOG DATA ENTRY FORM

[redacted]

Bid No. 2008497

Buyer OGG

Project Type BUY-BOARD (TASB)

BID PROCESS STATUS
OPEN

Bid Description
ONE (1) NEW JD 310J WHEEL LOADER-BACKHOE

4:55:03.19 PM

Department
PRECINCT #3- LANDFILL II

No. Assigned Date: 12/11/2008

Ad Date1	Ad Date2	Ad Date3	Pre Project Conf.	Bid Opening Date

CC Action Date	Type of CC Action	Awarded Vendor 1

Current Project Status
PENDING CC APPROVAL

DATE OF LAST UPDATE: 12/11/2008

BuyBoard **Rush Truck Center - Houston**

The following details shall be provided with any BuyBoad purchase order (Fax Purchase Order to {800}211-5454

		Prepared By:	**Charlie Plouse**
BuyBoard Vendor:	**Rush Truck Center, Houston [FOR RTC-PHARR]**	Vendor Phone:	(713) 495-6300
[Address P.O. to:]	**10200 N. Loop East**	Vendor Fax:	(713) 695-9620
	Houston, Texas 77029	Vendor Toll Free	(800) 580-7383
		Date Prepared	December 4, 2008
Government Agency:	**HIDALGO COUNTY, PRECINCT # 3**	**Gov. Agency**	HIDALGO COUNTY
[Ship to:]	**724 N. BREYSOGLE STREET**	**[Bill to:]**	P. O. BOX 1356
	MISSION, TEXAS 78572		EDINBURG, TEXAS 78529
Contacts Name:	**JOE FLORES**	Gov. Agn. Phone No: (956) 585 - 4509	G. A. Fax No: (956) 205-7009
Product Description:	**PETERBILT 340 ROLL-OFF TRUCKS**		

I: **BuyBoard Contract #281-07** Price List: PETERBILT # 4 Base Price **$ 64,780.00**

II: Base Bid Options: (Itemize Below)

*	Please See Attached List	$ 70,643.45	*		$ -
*		$ -	*		$ -
*		$ -	*		$ -
*		$ -	*		$ -
*		$ -	*		$ -
*		$ -	*		$ -
*		$ -	*		$ -
*		$ -	*		$ -
*		$ -	*		$ -
*		$ -	*		$ -
*		$ -	*		$ -
*		$ -	*		$ -
	Subtotal	**$ 70,643.45**	*	**Subtotal**	**$ -**

III:	Unpublished Options added to Contract Price (Subtotal of Co. 1 & Col 2)			**$ 70,643.45**
IV:	Total **IV + VI**			**$ 135,423.45**
V:	Non-Base Options (Itemize below)	NON-BASE = -0.09 %		
VI:	Non-Published Options (Please see attached)	EACH		**$ (11,636.45)**
VII:	Unit Cost with Discount			**$ 123,787.00**
VIII	**Quantity Ordered** Units: 2 x "E"			**$ 247,574.00**
IX:	Trade-in or other Credit(s)			
		$ - 0		$ -
X:	**TOTAL PURCHASE PRICE INCLUDING VIII + IX**			$ 247,574.00

Delivery to Hidalgo County, Pct # 3 90 DAYS A.R.O.

CONTRACT 10/1/2007 TO 9/30/2010

Fax all Purchase Orders to BuyBoard at (800) 211-5454

HIDALGO COUNTY

BUYBOARD OFFER

DECEMBER, 2008

December 4, 2008

RUSH TRUCK CENTERS OPTIONS
HIDALGO COUNTY, PRECINCT #3

PUBLISHED OPTIONS:

PLEASE REFER TO THE FOLLOWING SPECIFICATIONS

	BID CHASSIS LIST	$ 111,185.00
	LESS CHASSIS LIST	$ (69,800.00)
	OPTIONS OFFERED TOTAL	**$ 41,385.00**
	LESS 3% CONTRACT DISCOUNT	$ 40,143.45

OTHER PUBLISHED OPTIONS:

RTC45	TARPER	$ 6,500.00
RTC32	ROLL-OFF	$ 24,000.00
	TOTAL OF PUBLISED OPTIONS FOR PAGE 1	$ 70,643.45

UNPUBLISHED OPTIONS:

	DISCOUNT	$ (11,636.45)

PETERBILT AND BODY OPTIONS

Rollaff w/ Hoist w/ Tarper
2008 340 Autocar/Ox


Peterbilt
RUSH
TRUCK CENTERS
ACCURATE
ERIAL, NJ
ALEXANDRIA, LA
WILLIAMSTOWN, NJ
ACCURATE

MAIN MENU

BID LOG DATA ENTRY FORM

Bid No. 2008494

Buyer OGG

Project Type BUY-BOARD (TASB)

BID PROCESS STATUS
OPEN

Bid Description
TWO (2) 2008 340 ROLL OFF TRUCKS

4:50:07.58 PM

Department
PRECINCT #3- LANDFILLII

No. Assigned Date: 12/11/2008

Ad Date1	Ad Date2	Ad Date3	Pre Project Conf.	Bid Opening Date

CC Action Date	Type of CC Action	Awarded Vendor 1

Current Project Status
PENDING CC APPROVAL

DATE OF LAST UPDATE: 12/11/2008

BuyBoard **Rush Truck Center - Houston**

The following details shall be provided with any BuyBoad purchase order (Fax Purchase Order to {800}211-5454

		Prepared By:	**Charlie Plouse**
BuyBoard Vendor:	**Rush Truck Center, Houston [FOR RTC-PHARR]**	Vendor Phone:	(713) 495-6300
[Address P.O. to:]	**10200 N. Loop East**	Vendor Fax:	(713) 695-9620
	Houston, Texas 77029	Vendor Toll Free	(800) 580-7383
		Date Prepared	December 4, 2008
Government Agency:	**HIDALGO COUNTY, PRECINCT # 3**	**Gov. Agency**	HIDALGO COUNTY
[Ship to:]	**724 N. BREYSOGLE STREET**	**[Bill to:]**	P. O. BOX 1356
	MISSION, TEXAS 78572		EDINBURG, TEXAS 78529
Contacts Name:	**JOE FLORES**	Gov. Agn. Phone No: (956) 585 - 4509	G. A. Fax No: (956) 205-7009
Product Description:	**PETERBILT 340 WATER TRUCK**		

I: **BuyBoard Contract #281-07** Price List: PETERBILT #3 Base Price **$ 64,780.00**

II:	Base Bid Options:	(Itemize Below)				
*	Please See Attached List	$ 28,423.91	*		$ -	
*		$ -	*		$ -	
*	RTC62 BODY MOUNT	$ 1,430.00	*		$ -	
*		$ -	*		$ -	
*		$ -	*		$ -	
*		$ -	*		$ -	
*		$ -	*		$ -	
*		$ -	*		$ -	
*		$ -	*		$ -	
*		$ -	*		$ -	
*		$ -	*		$ -	
*		$ -	*		$ -	
	Subtotal	**$ 29,853.91**	*	**Subtotal**	$ -	

III:	Unpublished Options added to Contract Price (Subtotal of Co. 1 & Col 2)			**$ 29,853.91**
IV:	Total **IV + VI**			**$ 94,633.91**
V:	Non-Base Options (Itemize below)	NON-BASE = 0.25 %		
VI:	Non-Published Options (Please see attached)	EACH		**$ 23,290.09**
VII:	Unit Cost with Discount			**$ 117,924.00**
VIII	**Quantity Ordered** Units: 1	x "E"		**$ 117,924.00**
IX:	Trade-in or other Credit(s)			
		$ - 0		$ -

X: **TOTAL PURCHASE PRICE INCLUDING VIII + IX** $ 117,924.00

Delivery to Hidalgo County, Pct # 3 90 DAYS A.R.O.

CONTRACT 10/1/2007 TO 9/30/2010

Fax all Purchase Orders to BuyBoard at (800) 211-5454

AI-12802 **21.D.3.**

Requesting Approval of WA#12 with Javier Hinojosa Engineering
CC REGULAR

Date:	12/16/2008
Submitted By:	Rocio Villarreal, PURCHASING DEPT.
Submitted For:	Rocio Villarreal
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Purchasing only:** Prct. 3

Information

CAPTION

Presentation for consideration, discussion, acceptance, and approval of Work Authorization No. 12 in the amount of $41,559.00 for the "Paving Improvements of Moorefield Rd (Westside Only) from Paula Drive north approx. 2,400 linear feet" with Javier Hinojosa Engineering to provide engineering services to Hidalgo County Precinct No. 3 in connection with Contract No. C-08-112-03-25

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1203-431-00-123-005-0-731

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

BUDGETARY IMPACT:

Attachments

Link: WA12

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	12/11/2008 01:43 PM	APRV
2	Budget & Management	Veronica Lopez	12/11/2008 03:27 PM	APRV
3	Erika Reyna	Erika Reyna	12/12/2008 08:45 AM	APRV
4	Auditor's Office		12/12/2008 05:24 PM	NEW

Form Started By: Rocio Villarreal Started On: 12/10/2008 05:04 PM

Final Approval Date: 12/12/2008

HIDALGO COUNTY

Professional Engineering Services
Contract # C-08-112-03-25
Work Authorization Form

WORK AUTHORIZATION NO. 12

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 Moorefield Road (west side only) from Paula Drive north approximately 2,400 linear feet. These improvements will consist of expansion of the existing roadway with curb and gutter, drainage improvements, sidewalk improvements and the necessary utility and water line adjustments.**

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 **$41,559.00**. This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "D".**

PART 3. PAYMENT

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

PART 4. FUNDING

This Work Authorization No. **12** shall be funded through funding source:
Account No. 8-1203-431-60-173-0052-231
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. **12**.

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

AI-12768 **21.D.4.**

Purchase of New Various Heavy Duty Equipment

CC REGULAR

Date:	12/16/2008
Submitted By:	Oscar Garza, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department

Purchasing only: Prct. 3

Information

CAPTION

Presentation for consideration, discussion, acceptance and approval of proposal(s) from Doggett Heavy Machinery Services, Ltd awarded vendor through Hidalgo County's participation/membership with TASB Buyboard Contract #268-07 to purchase Five (5) New Heavy Equipment to include but not limited to the following: (1) JD 670 Motorgrader; (1) JD 624K Wheeloader; (1) JD 200-C-LF Long Front Excavator; (1) JD 750J Hydralic Dozer; (1) JD 310J Wheelloader/Backhoe in the amount of $898,568.04 price includes Buyboard Pricing, Fees Extended Warranties and delivery. Project #2008-480 DIP-3, Precinct#3.

BACKGROUND

As reviewed and approved by Commissioner Joe Flores on attachment for proposed drainage improvement project #08-480.

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1203-431-00-123-049-0-742

FUNDS AVAILABLE Y/N?: Yes **MATCHING FUNDS Y/N?:** No

BUDGETARY IMPACT:

Acct. #8-1203-431-00-123-049-0-742 has an available balance of 1M for use of proposed equipment as submitted by Norma Ceballos Pct. #3.

Attachments

Link: 08-480

Link: 08-480

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	12/11/2008 12:53 PM	APRV
2	Budget & Management	Veronica Lopez	12/11/2008 02:59 PM	APRV
3	Erika Reyna	Erika Reyna	12/12/2008 10:14 AM	APRV
4	Auditor's Office	Linda Fong	12/12/2008 02:10 PM	APRV

Form Started By: Oscar Garza Started On: 12/10/2008 03:32 PM

Final Approval Date: 12/12/2008

PRECINCT #3
DRAINAGE IMPROVEMENTS PROJECT

DATE: December 09, 2008
RE: Purchase of Heavy Equipment

DESCRIPTION	QTY	BUYBOARD QUOTE Reference # 268-07	STANDARD WARRANTY	EXTENDED WARRANTY 36 Months/3,000 Hrs (includesPower Train Plus Hydrolics)	Total including Extended Warranty
JD 670D Motorgrader	1	~~$187,037.00~~ 188,858.00	6-mos/1000 Hrs.	$ 1522.30	~~$188,559.30~~ 188,420.30
JD 624K Wheelloader	1	$ 168,353.00	6-mos/1000 Hrs.	$ 2654.60	$171,007.60
JD 200-C-LF Long Front Excavator	1	$ 200,562.76	6-mos/1000 Hrs.	$2325.70	$ 202,888.46
JD 750J Hydralic Dozer	1	$257,504.68	6-mos/1000 Hrs.	$2819.70	$260,324.38
JD 310J Wheelloader/Backhoe	1	$74,555.80	6-mos/1000 Hrs.	$1371.50	$75,927.30
Total Amount		$888,013.24	N/C	$10,693.80	~~$898,707.04~~ 898,568.04

DESCRIPTION	QTY	BUYBOARD QUOTE	STANDARD WARRANTY		Total Amount of QUOTE
Peterbilt 384 Tractor Reference # 281-07	3	$474,270.00	n/a	n/a	$474,270.00
Trail King "BD22-362 "36FT 22 CU YD" Belly Dump Trailers	3	$144,180.00	n/a	n/a	$144,180.00
TOTAL AMOUNT		$618,450.00	n/a	n/a	$618,450.00
GRAND TOTAL	11	$1,506,463.24		$10,693.80	$1,517,157.04

w. 1 Yr Ext Warranty

w. 1 Yr No Warranty

APPROVE: ✓ DISAPPROVE: _____ For Heavy Equip Only -

Heavy Equipmetn Include Extended Warranty: ✓ YES _____ NO

BY: Joe M. Flores
Joe Flores Commissioner Pct. #3

Note: Invoice left Bobbie on desk.

8-1203-451.00-123-041-0 YL

DOGGETT HEAVY MACHINERY SERVICES, LTD.

#1	#2	#3	#4
PHARR TX	CORPUS CHRISTI, TX	BROWNSVILLE,TX	VICTORIA, TX
705 E. Nolana, 78589	433 Flato Rd. 78406	5994 E. 14TH St. 78520	6812 N. US 59, 77905
(956) 787-0001	Box 4918, 78469	(956) 831-9377	(361) 570-8666
Fax(956) 787-0055	(361) 289-0727	Fax (956) 831-7421	(361) 570-6688
	Fax (361) 289-7229		

Store #: 1 Date: 10/14/08 **Proposal for:** SALE

Acct #: _____ Tax / SS #: _____

Business: Hidalgo County Pct # 3

Individual: Joe Flores

Address: 400 W.13th

City/St/Zip: Mission Texas 78572

Phone #: 279/4010 Fax #: _____

Cell #: Purchase [ ] Corp. [ ] LLC [ ] Pard. [X] Ind.

PO #: 318/2626 Job #: Oscar

[ ] RENTAL [ ] Month/s [ ] Week/s [ ] Days

Start Date: _____ Rate $: _____

Delivery $: _____ Pick-up $: _____

Payment: [ ] P. P. [ ] Cash [ ] Other *

Taxable: [ ] Yes [ ] No

[X] SALE [ ] Finance [ ] Lease [ ] Cash

Term: [ ] Months [ ] % Rate [ ] Other*

Proposal good for: 16 Days

QUOTATION BELOW SUBJECT TO APPLICABLE TAXES

Qty	Make	Model	Serial No.	Description of Equipment / Include HOURS & YEAR Model	Sale Price of Unit/s
	JD	670D	New	Motorgrader EACH	$ 186,898.00
				Cab/Air Vial Ripper/Scaffier Combo	
				County P.O.# 612000	
				BuyBoard Contract # 268-07	
				Total Selling Price Units (All) :	$ 186,898.00
				Stock Number : Extended Warranty :	$ 1,522.30

WARRANTY

[ ] Extended [X] New [ ] Other*

[ ] Full Machine [X] EPT + Hyd [ ] EPT

Term: Months: 36 Hours: 3000

Notes / *Other

Physical Address: _____

Less Applicable Rent : $ -

Less Trade-in Value : $ -

Taxable Amount : $ 188,420.30

Ad valorem Tax: 0.00000% $ -

Sales / Fuel Tax: 0.00% $ -

Less Down Payment : $ -

Total Amount To Finance Or Pay Cash : $ 188,420.30

Monthly Payments: $ -

Salesman : RUDY LLAMAS

Customer : _____

05/15/08

DOGGETT HEAVY MACHINERY SERVICES, LTD.

#1	#2	#3	#4
PHARR TX	CORPUS CHRISTI, TX	BROWNSVILLE,TX	VICTORIA, TX
705 E. Nolana, 78589	433 Flato Rd. 78405	5994 E. 14TH St. 78520	6812 N. US 59, 77905
(956) 787-0001	Box 4918, 78469	(956) 831-9377	(361) 570-6666
Fax(956) 787-0065	(361) 289-0727	Fax (956) 831-7421	(361) 570-6688
	Fax (361) 289-7229		

Store #: 1 Date: 12/10/08 Proposal for: BuyBoard Pricing

Acct #: _____ Tax / SS #: _____

Business: Hidalgo County Pct# 3

Individual: Joe Flores

Address: 400 W. 13th

City/St/Zip: Mission Texas 78572

Phone #: 585/4509 Fax #: _____

Cell #: MINGO 279/4010 ☐ Corp. ☐ LLC ☐ Pard. ☐ Ind.

PO #: Saul 607/5647 Job #: _____

☐ RENTAL ☐ Month/s ☐ Week/s ☐ Days

Start Date: _____ Rate $: _____

Delivery $: _____ Pick-up $: _____

Payment: ☐ P. P. ☐ Cash ☐ Other *

Taxable: ☐ Yes ☐ No

☒ SALE ☐ Finance ☐ Lease ☒ Cash

Term: ☐ Months ☐ % Rate ☐ Other*

Proposal good for: 20 Days

QUOTATION BELOW SUBJECT TO APPLICABLE TAXES

Qty	Make	Model	Serial No.	Description of Equipment / Include HOURS & YEAR Model	Sale Price of Unit/s
	JD	624K	NEW	Wheelloader	$ 233,823.00
				Cab/Air	
				BuyBoard	
				Contract # 268-07	
				BuyBoard Discount 28%	$ (65,470.00)
				Total Selling Price Units (All) :	$ 168,353.00
				Extended Warranty :	$ 2,654.60

WARRANTY

☐ Extended ☒ New ☐ Other*

☐ Full Machine ☒ EPT + Hyd ☐ EPT

Term: Months: 36 Hours: 3000

Notes / *Other

Physical Address: _____

Less Applicable Rent :	$ -
Less Trade-in Value :	$ -
Taxable Amount :	$ 171,007.60
Ad valorem Tax: 0.00000%	$ -
Sales / Fuel Tax: 0.00%	$ -
Less Down Payment :	$ -
Total Amount To Finance Or Pay Cash :	$ 171,007.60
Monthly Payments:	$ -

Salesman : RUDY LLAMAS

Customer : _____

DOGGETT HEAVY MACHINERY SERVICES, LTD.

#1	#2	#3	#4
PHARR TX	CORPUS CHRISTI, TX	BROWNSVILLE,TX	VICTORIA, TX
705 E. Nolana, 78589	433 Flato Rd. 78405	5994 E. 14TH St. 78520	6812 N. US 59, 77905
(956) 787-0001	Box 4918, 78469	(956) 831-9377	(361) 570-6666
Fax(956) 787-0055	(361) 289-0727	Fax (956) 831-7421	(361) 570-6688
	Fax (361) 289-7229		

Store #: 1 Date: 12/10/08 Proposal for: BuyBoard Pricing

Acct #: _____ Tax / SS #: _____

Business: Hidalgo County Pct# 3

Individual: Joe Flores

Address: 400 W. 13th

City/St/Zip: Mission Texas 78572

Phone #: 585/4509 Fax #: _____

Cell #: MINGO 279/4010 ☐ Corp. ☐ LLC ☐ Pard. ☐ Ind.

PO #: Saul 607/5647 Job #: _____

☐ RENTAL ☐ Month/s ☐ Week/s ☐ Days

Start Date: _____ Rate $: _____

Delivery $: _____ Pick-up $: _____

Payment: ☐ P. P. ☐ Cash ☐ Other *

Taxable: ☐ Yes ☐ No

☒ SALE ☐ Finance ☐ Lease ☒ Cash

Term: ☐ Months ☐ % Rate ☐ Other*

Proposal good for: 15 Days

QUOTATION BELOW SUBJECT TO APPLICABLE TAXES

Qty	Make	Model	Serial No.	Description of Equipment / Include HOURS & YEAR Model	Sale Price of Unit/s
	JD	200C-LF	NEW	Long Front Excavator	$ 272,134.00
				BuyBoard Contract # Contract # 268-07	
				BuyBoard Discount 26.3%	$ (71,571.24)
				Total Selling Price Units (All) :	$ 200,562.76
				Extended Warranty :	$ 2,325.70

WARRANTY

☐ Extended ☒ New ☐ Other*

☐ Full Machine ☒ EPT + Hyd ☐ EPT

Term: Months: 36 Hours: 3000

Notes / *Other

Less Applicable Rent :		$ -
Less Trade-in Value :		$ -
Taxable Amount :		$ 202,888.46
Ad valorem Tax:	0.00000%	$ -
Sales / Fuel Tax:	0.00%	$ -
Less Down Payment :		$ -
Total Amount To Finance Or Pay Cash :		$ 202,888.46
Monthly Payments:		$ -

Physical Address: _____

Salesman : RUDY LLAMAS

Customer : _____

11/05

DOGGETT HEAVY MACHINERY SERVICES, LTD.

#1	#2	#3	#4
PHARR TX	CORPUS CHRISTI, TX	BROWNSVILLE,TX	VICTORIA, TX
705 E. Nolana, 78589	433 Flato Rd. 78405	5994 E. 14TH St. 78520	6812 N. US 59, 77905
(956) 787-0001	Box 4918, 78469	(956) 831-9377	(361) 570-6666
Fax(956) 787-0055	(361) 289-0727	Fax (956) 831-7421	(361) 570-6688
	Fax (361) 289-7229		

Store #: 1 Date: 12/10/08

Proposal for: BuyBoard Pricing

Acct #: _____ Tax / SS #: _____

Business: Hidalgo County Pct# 3

Individual: Commissioner Joe Flores

Address: 400 W. 13th

City/St/Zip: Mission Texas 78572

Phone #: 585/4509 Fax #: _____

Cell #: Mingo 279/4010 ☐ Corp. ☐ LLC ☐ Pard. ☐ Ind.

PO #: Saul 607/5647 Job #: _____

☐ RENTAL ☐ Month/s ☐ Week/s ☐ Days

Start Date: _____ Rate $: _____

Delivery $: _____ Pick-up $: _____

Payment: ☐ P. P. ☐ Cash ☐ Other *

Taxable: ☐ Yes ☐ No

☒ SALE ☐ Finance ☐ Lease ☒ Cash

Term: ☐ Months ☐ % Rate ☐ Other*

Proposal good for: _____ Days

QUOTATION BELOW SUBJECT TO APPLICABLE TAXES

Qty	Make	Model	Serial No.	Description of Equipment / Include HOURS & YEAR Model	Sale Price of Unit/s
	JD	750J	NEW	Hydralic Dozer	$ 300,122.00
				Cab/Air With LandFill Package	
				BuyBoard Discount 14.2%	$ (42,617.32)
				Contract # 268-07	
				Total Selling Price Units (All) :	$ 257,504.68
				Extended Warranty :	$ 2,819.70

WARRANTY

☐ Extended ☒ New ☐ Other*

☐ Full Machine ☒ EPT + Hyd ☐ EPT

Term: Months: 36 Hours: 3000

Notes / *Other

Less Applicable Rent :		$ -
Less Trade-in Value :		$ -
Taxable Amount :		$ 260,324.38
Ad valorem Tax:	0.00000%	$ -
Sales / Fuel Tax:	0.00%	$ -
Less Down Payment :		$ -
Total Amount To Finance Or Pay Cash :		$ 260,324.38
Monthly Payments:		$ -

Physical Address: _____

Salesman : RUDY LLAMAS

Customer : _____

11/05

DOGGETT HEAVY MACHINERY SERVICES, LTD.

#1	#2	#3	#4
PHARR TX	CORPUS CHRISTI, TX	BROWNSVILLE,TX	VICTORIA, TX
705 E. Nolana, 78589	433 Flato Rd. 78405	5994 E. 14TH St. 78520	6812 N. US 59, 77905
(956) 787-0001	Box 4918, 78469	(956) 831-9377	(361) 570-6666
Fax(956) 787-0055	(361) 289-0727	Fax (956) 831-7421	(361) 570-6688
	Fax (361) 289-7229		

Store #: 1 Date: 12/10/08 Proposal for: BuyBoard Pricing

Acct #: _____ Tax / SS #: _____

Business: Hidalgo County Pct# 3

Individual: Joe Flores

Address: 400 W.13th

City/St/Zip: Mission Texas 78572

Phone #: 279/4012 Fax #: _____

Cell #: Purchasing ☐ Corp. ☐ LLC ☐ Pard. ☐ Ind.

PO #: 318/2626 Oscar Job #: _____

☐ RENTAL ☐ Month/s ☐ Week/s ☐ Days

Start Date: _____ Rate $: _____

Delivery $: _____ Pick-up $: _____

Payment: ☐ P. P. ☐ Cash ☐ Other *

Taxable: ☐ Yes ☐ No

☒ SALE ☐ Finance ☐ Lease ☒ Cash

Term: ☐ Months ☐ % Rate ☐ Other*

Proposal good for: _____ Days

QUOTATION BELOW SUBJECT TO APPLICABLE TAXES

Qty	Make	Model	Serial No.	Description of Equipment / Include HOURS & YEAR Model	Sale Price of Unit/s
	JD	310J	New	Wheelloader/Backhoe	$ 101,024.00
				Cab/Air Extendahoe	
				BuyBoard Contract # 268-07	
				BuyBoard Dicount %26.2	$ (26,468.20)
				Total Selling Price Units (All) :	$ 74,555.80
				Extended Warranty :	$ 1,371.50

WARRANTY

☐ Extended ☒ New ☐ Other*

☐ Full Machine ☒ EPT + Hyd ☐ EPT

Term: Months: 36 Hours: 3000

Notes / *Other

Less Applicable Rent :		$ -
Less Trade-In Value :		$ -
Taxable Amount :		$ 75,927.30
Ad valorem Tax:	0.00000%	$ -
Sales / Fuel Tax:	0.00%	$ -
Less Down Payment :		$ -
Total Amount To Finance Or Pay Cash :		$ 75,927.30
Monthly Payments:		$ -

Physical Address: _____

Salesman : RUDY LLAMAS

Customer : _____

11/05

FAXED DEC 10 2008

DOGGETT

JOHN DEERE

Doggett Heavy Machinery Services, Ltd.
705 E. Nolana
Pharr, Texas 78577
Ph # 956-787-0001
Fax# 956-787-0055

FAX

TO: Oscar WITH: Hidalgo County Pct #3

FAX#: 292-7612 PH#: 318-2626

DATE: 12/10/08 PAGES: 6 (incl. cover)

Re: proposals for machine sales.

Per Rudy Llamas,

FROM: Deborah Robinson EMAIL:

AI-12766 **21.D.5.**

Request for Payment on Invoice No. 1Reimbursable Expenses With Alcocer Garcia Associates

CC REGULAR

Date:	12/16/2008
Submitted By:	Rocio Villarreal, PURCHASING DEPT.
Submitted For:	Rocio Villarreal
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department
Purchasing only:	Prct. 3

Information

CAPTION

Presentation for discussion, consideration, acceptance, and approval Payment No. 1 (reimbursable) in the amount of $2,941.95, from Alcocer Garcia Associates Design Consulting, contracted architect for, "Meeting Hall/Pavilion for Precinct No. 3

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008

ACCT. #: 8-1302-431-00-123-068-0-720

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

PO #594477

Attachments

Link: Invoice

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	12/11/2008 12:51 PM	APRV
2	Budget & Management	Veronica Lopez	12/11/2008 02:58 PM	APRV
3	Erika Reyna	Erika Reyna	12/12/2008 08:29 AM	APRV
4	Auditor's Office	Linda Fong	12/12/2008 01:55 PM	APRV

Form Started By: Rocio Villarreal — Started On: 12/10/2008 03:22 PM

Final Approval Date: 12/12/2008

AGADC

11955
592705

ALCÓCER GARCIA ASSOCIATES DESIGN CONSULTING
1333 E. Jasmine Ave. McAllen, TX 78501 Pho: 956.618-2007 FAX 956.618-2008

INVOICE FOR SERVICES:

CONTRACT NO.: C-07-

INVOICE NO. : **1 for Reimbursable Expenses** P.O. No.: 594477

DATE: December 2, 2008 A/E Contract Date: 10-09-07

PROJECT: Precinct 3 Meeting Hall / Pavilion

TO: OFFICE OF THE COUNTY JUDGE
c/o Hidalgo County Purchasing Department
2802 S. Bus. Hwy 281
Edinburg, Tx 78539

This Invoice for: Printing plans & specifications as follows:
(Copy of printing invoice attached)
Printed total of 35 sets at a cost of $ 3,120.25 = $ 89.15 per set.
5 sets are for County at no charge. 5 x $ 89.15 = 445.75

Chargeable cost is $ 3,120.25 - $ 445.75 = $ 2,674.50
+ 10% as per A/E contract 267.45
Total due this invoice..... $ 2,941.95

Please remit payment to:
Alcócer Garcia Associates Design Consulting
1333 E. Jasmine Ave.
McAllen, Texas 78501

Thank you,
AGADC

George A. Garcia
Project Architect

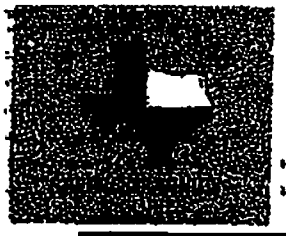
Acknowledged By:

County Commissioner,
Precinct No. 3

Date: 12/04/08

INVOICE RECEIVED BY
12/4 ON 12/4/08
GOODS/SERVICES RECEIVED BY
ON 12/2/08

20 594477
8-1302-431-00-123-00
0 720



P.O. Box 2375
McAllen, TX 78502

(956) 686-6655 | (956) 686-5509

Invoice

Date	Invoice#
11/21/2008	6359

Bill To

Alcocer Garica Associates
1333 Jasmine
McAllen, Texas 78501

P.O. No.	Terms	Rep
Precinct #3 Meeting Hall	Net 30	

Description	Qty	Rate	Amount
Large Format Bond Copies 24x36	1,575	1.30	2,047.50
Small Format Bond Copies 8.5x11	20,090	0.05	1,004.50
General Binding W/Covers	35	1.95	68.25

Payment Are Due 30 Day From The Date On The Invoice!!

Signature Here: X

Subtotal	$3,120.25
Sales Tax (8.25%)	$0.00
Total	$3,120.25
Payments/Credits	$0.00
Balance Due	$3,120.25

AI-12756 **21.D.6.**

Requesting approval of WA#11 with Javier Hinojosa Engineering
CC REGULAR

Date:	12/16/2008
Submitted By:	Rocio Villarreal, PURCHASING DEPT.
Submitted For:	Rocio Villarreal
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Purchasing only:** Prct. 3

Information

CAPTION

Presentation for consideration, discussion, acceptance, and approval of Work Authorization No. 11 in the amount of $6,775.13 for the "Paving Improvements of Moorefield Rd (Mile 7 to FM 681)" with Javier Hinojosa Engineering to provide engineering services to Hidalgo County Precinct No. 3 in connection with Contract No. C-08-112-03-25.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1203-431-00-123-005-0-731

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

BUDGETARY IMPACT:

Avail Bal. $79,918.47

Attachments

Link: WA#11

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	12/11/2008 12:43 PM	APRV
2	Budget & Management	Veronica Lopez	12/11/2008 02:55 PM	APRV
3	Erika Reyna	Erika Reyna	12/11/2008 04:27 PM	APRV
4	Auditor's Office	Linda Fong	12/12/2008 01:48 PM	APRV

Form Started By: Rocio Villarreal Started On: 12/10/2008 02:16 PM

Final Approval Date: 12/12/2008

HIDALGO COUNTY

Professional Engineering Services
Contract # C-08-112-03-25
Work Authorization Form

WORK AUTHORIZATION NO. 11

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 Moorefield Road (Mile 7 to F.M. 681).**

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 **$6,775.13**. 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. **11** shall be funded through funding source:
Account No. 8-1203-431-60-123-0050-131
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. **11**.

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

EXHIBIT "D"
Preliminary Construction Cost Estimate
Hidalgo County Precinct No. 3 Paving Improvements
Moorefield Road (Mile 7 to F.M. 681)
Prepared By: Javier Hinojosa Engineering
December 3, 2008

A. Moorefield Road (Mile 7 to F.M. 681) (425 LF - 28' E/E)

1 Unc. Excavation	1,100	CY	@	$3.00	=	$3,300.00
2 Subgrade Preparation	1,550	SY	@	$3.00	=	$4,650.00
3 12" Caliche Base	1,550	SY	@	$12.00	=	$18,600.00
4 2" HMAC (Type "D")	1,375	SY	@	$9.00	=	$12,375.00
5 18" RCP Culverts	150	LF	@	$30.00	=	$4,500.00
6 Regrade Bar Ditches/Clean Culverts	1,900	LF	@	$7.00	=	$13,300.00
7 Safety End Treatments	6	EA	@	$300.00	=	$1,800.00
8 Concrete Driveways	2	EA	@	$3,000.00	=	$6,000.00

Subtotal	:	**$64,525.00**
Engineering Design Fee	:	**$6,775.13**
Contingency (10%)	:	**$6,452.50**
Laboratory Testing	:	**$2,300.00**
Total	:	**$80,052.63**

AI-12695 **21.D.7.**

Pct 3-Invoice Nos. FOUR and FIVE-AGADC-C-07-228-07-10-Anzaldua's Prk Imp, Boat Ramp & Dock Improvements

CC REGULAR

Date: 12/16/2008
Submitted By: Letty Saenz, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department **Purchasing only:** Prct. 3

Information

CAPTION

Presentation for discussion, consideration, acceptance and approval of request for payment for Invoice # FOUR and FIVE in the total amount of $ 2,081.25 submitted by Alcocer Garcia Associates Design Consulting (AGADC) subject to County Auditor's's review and completion of processing procedures with authority for County Treasurer issue payment/check in connection with Contract # C-07-228-07-10 (PO # 592805) for: "Anzaldua's Park Improvement, Boat Ramp & Dock Improvements"

BACKGROUND

Invoice No. FOUR-AGADC
Invoice No. FIVE-AGADC

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1287-452-00-123-043-9-334
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:
PO 592805

Attachments

Link: Invoice No. FOUR
Link: Invoice No. FIVE

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	12/11/2008 11:47 AM	APRV
2	Budget & Management	Veronica Lopez	12/11/2008 02:49 PM	APRV
3	Erika Reyna	Erika Reyna	12/12/2008 10:31 AM	APRV
4	Auditor's Office	Linda Fong	12/12/2008 01:07 PM	APRV

Form Started By: Letty Saenz Started On: 12/08/2008 02:15 PM

Final Approval Date: 12/12/2008

11758
592805

AGADC
ALCOCER GARCIA ASSOCIATES
DESIGN CONSULTING
1333 E. JASMINE AVE. McALLEN, TEXAS 78501 956.618-2007 FAX 956.618-2008

INVOICE FOR BASIC SERVICES:

CONTRACT NO.: C-07-228-07-10

INVOICE NO. : **FOUR**

P.O. NO: 592805

DATE: November 14, 2008

PROJECT: Anzaldua's Park Improvements, Boat Ramp & Dock Improvements

TO: OFFICE OF THE COUNTY JUDGE
c/o Hidalgo County Purchasing Department
2802 S. Business Hwy 281
Edinburg, Tx 78539

In accordance with the A/E contract approved July 7, 2007, there is due at this time for professional services on the above referenced project, the amount of $ 1,000.00

A/E fee: $ 20,325.00
Fee Breakdown:

Schematic Design Phase, 10%.....	$ 2,032.50 (pd)
Design Development Phase, 10%.....	$ 2,032.50 (pd)
Construction Documents Phase, 50%	$ 10,162.50 (pd)
Bidding Phase, 5%.....	$ 1,016.25 (pd)
Construction Phase, 25%.....	$ 5,081.25
Total.....	$ 20,325.00

This Invoice for : 1st Draw, Construction Phase..... $ 1,000.00

Please remit payment to:

Alcócer Garcia Associates Design Consulting
1333 E. Jasmine Ave.
McAllen, Texas 78501

Thank you,
AGADC

Approved:

George A. Garcia

Hidalgo County Precinct 3

INVOICE RECEIVED BY
_____ ON 11/17/08

GOODS/SERVICES RECEIVED BY
_____ ON 11/17/08

8-1281-452-00-123-043-9.-331

Co. m. Flow
606377

CONTRACTOR'S APPLICATION FOR PAYMENT NO. 1

Project No./Contract No.
County Hidalgo County PCT 3 City Mission
Contractor Herrera & Hunt Inc. From 9/1/2008 To 11/1/2008
P. O Identification No. 606377
Project Name Renovations to The Anzalduas Park Boat Ramp and Dock.
Application is hereby made for payment on the above mentioned contract.

Amount of Original Contract	$	219,307.00
Adjustments (Supplemental Agreements, Credit Change Order, Unit Price Contract Adjustment, Unused Contingency on Final Application for Payment)	$	0.00
Net Adjusted Contract Amount	$	219,307.00
Total Work Complete to Date	$	72,180.00
Less 10% Retained	$	7,218.00
Difference	$	64,962.00
Less Previous Payments	$	0.00
Payment Due this Certificate	$	64,692.00

Date Time Charges Began -	Nov. 1st 2008	
Contract Working Days (as specified in Contract) -	120	
Adjustments to Working Days (approved in writing) -	0	
Net Adjusted Working Days	120	
Total Working Days Complete thru Previous Application -		0
Working Days Completed this Application -		10
Total Working Days Completed to Date -		10
Working Days Left to Complete Project -		110

This is to certify that Herrera & Hunt Inc., contractor for the above Contract, is entitled to the payment indicated above in accordance with the terms of this contract.

By: _____ By: Co. m. Flow
Herrera & Hunt Inc Hidalgo County Field Inspector
Date: 11-05-08 Date: _____

By: George A Garcia
Owner'sAuthorized Representative
Date: 11-14-08

INVOICE RECEIVED BY
NSC ON 11/17/08
GOODS/SERVICES RECEIVED BY
Co. Flow ON 11/1/08
8-1287-452-0-123-043-9-735

SCHEDULE OF VALUES

Application No. 1

Project No./Contract No. 606377

Project Name Renovations to The Anzalduas Park Boat Ramp and Dock.
Anzalduas Park Mission Texas

County Hidalgo

Contractor Herrera & Hunt Inc.

ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETE PREVIOUS APPLICATION	WORK COMPLETED THIS PERIOD	WORK COMPLETE TO DATE	BALANCE TO COMPLETE
99	Choice facility Partners Fees	$ 8,773.00	$ -	$ 8,773.00	$ 8,773.00	$ -
100	Performance and Payment Bonds	$ 6,487.00	$ -	$ 6,487.00	$ 6,487.00	$ -
101	Insurance	$ 2,700.00	$ -	$ 1,200.00	$ 1,200.00	$ 1,500.00
102	Project Sign	$ 1,200.00	$ -	$ 750.00	$ 750.00	$ 450.00
103	Tempory Utilities & Fencing	$ 6,500.00	$ -	$ 3,000.00	$ 3,000.00	$ 3,500.00
104	Field Supervision & Travel	$ 15,000.00	$ -	$ 2,800.00	$ 2,800.00	$ 12,200.00
105	General Labor	$ 7,500.00	$ -	$ 1,500.00	$ 1,500.00	$ 6,000.00
106	Misc. Selective Demolition	$ 2,500.00	$ -	$ 1,170.00	$ 1,170.00	$ 1,330.00
107	Trash Removal	$ 3,500.00	$ -	$ -	$ -	$ 3,500.00
108	Field Safety Coordinatin Meetings	$ 1,500.00	$ -	$ 300.00	$ 300.00	$ 1,200.00
109	Safety Equipment	$ 2,500.00	$ -	$ 1,500.00	$ 1,500.00	$ 1,000.00
110	Concrete Repirs	$ 2,500.00	$ -	$ -	$ -	$ 2,500.00
112	Existing Conditions Surveys	$ 1,200.00	$ -	$ 700.00	$ 700.00	$ 500.00
113	Metals Clipps & Simpsom Ties	$ 4,500.00	$ -	$ -	$ -	$ 4,500.00
114	Dock Lumber Package	$ 52,000.00	$ -	$ 35,000.00	$ 35,000.00	$ 17,000.00
115	Dock Assembles & Assc.	$ 10,000.00	$ -	$ 9,000.00	$ 9,000.00	$ 1,000.00
116	Dock Floats	$ 12,000.00	$ -	$ -	$ -	$ 12,000.00
117	Railings a Fencing	$ 18,597.00	$ -	$ -	$ -	$ 18,597.00
118	Rough Carpentry Labor	$ 30,850.00	$ -	$ -	$ -	$ 30,850.00
119	Canopy Repair	$ 7,500.00	$ -	$ -	$ -	$ 7,500.00
120	Solar Lighting. Allowance	$ 10,000.00	$ -	$ -	$ -	$ 10,000.00
121	Landscaping Allowance	$ 7,000.00	$ -	$ -	$ -	$ 7,000.00
122	Beterment Fund. Allowance	$ 5,000.00	$ -	$ -	$ -	$ 5,000.00
	TOTAL - SCHEDULED VALUES	$ 219,307.00		$ 72,180.00	$ 72,180.00	$ 147,127.00
	PERCENTAGE COMPLETE				33%	

11955
592805

AGADC
ALCOCER GARCIA ASSOCIATES
DESIGN CONSULTING
1333 E. JASMINE AVE. McALLEN, TEXAS 78501 956.618-2007 FAX 956.618-2008

INVOICE FOR BASIC SERVICES:

CONTRACT NO.: C-07-228-07-10

INVOICE NO. : **FIVE**

P.O. NO: 592805

DATE: December 2, 2008

PROJECT: Anzaldua's Park Improvements, Boat Ramp & Dock Improvements

TO: OFFICE OF THE COUNTY JUDGE
c/o Hidalgo County Purchasing Department
2802 S. Business Hwy 281
Edinburg, Tx 78539

In accordance with the A/E contract approved July 7, 2007, there is due at this time for professional services on the above referenced project, the amount of $ 1,000.00

A/E fee: $ 20,325.00
Fee Breakdown:

Schematic Design Phase, 10%.....	$	2,032.50 (pd)
Design Development Phase, 10%.....	$	2,032.50 (pd)
Construction Documents Phase, 50%	$	10,162.50 (pd)
Bidding Phase, 5%.....	$	1,016.25 (pd)
Construction Phase, 25%.....	$	5,081.25 ($ 1,000.00 pd)
Total.....	$	20,325.00

This Invoice for : 2nd Draw, Construction Phase..... $ 1,081.25 ✓

Please remit payment to:

Alcócer Garcia Associates Design Consulting
1333 E. Jasmine Ave.
McAllen, Texas 78501

Thank you,
AGADC

George A. Garcia

Approved:

Hidalgo County Precinct 3

INVOICE RECEIVED BY
_____ ON 12/04/08
GOODS/SERVICES RECEIVED BY
_____ ON 12/05/08
8-1201-452-00-123-043-9-334

AI-12799 **21.E.1.**

Public Safety & Fire House Supplies & Equipment - Drainage Improvement Project Precinct#4

CC REGULAR

Date: 12/16/2008
Submitted By: Matilde Faz, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department **Purchasing only:** Prct. 4

Information

CAPTION

Requesting authority to purchase Public Safety & Fire House Supplies & Equipment through the County's membership/participation with TASB Buyboard's awarded vendor SGS Industrial, dba, Sea Garden contract # 284-08 through requisition # 145044 in the total amount of $10,413.07.

BACKGROUND

Drainage Improvement Project Precinct#4

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1204-431-00-124-036-0-XXX
FUNDS AVAILABLE Y/N?: yes **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Requisition# 145044 $10,413.07
Object Code 663 funding available $ 600.00 pending approval of AI#12769
Object Code 664 funding available $5,000.00 pending approval of AI#12769
Object Code 748 funding available $7,000.00 pending approval of AI#12769

Attachments

Link: Public Safetly Supplies

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	12/11/2008 01:26 PM	APRV
2	Budget & Management	Veronica Lopez	12/11/2008 03:05 PM	APRV
3	Manuel Chapa	Manuel Chapa	12/12/2008 11:34 AM	APRV
4	Auditor's Office		12/12/2008 05:24 PM	NEW

Form Started By: Matilde Faz Started On: 12/10/2008 04:55 PM

Final Approval Date: 12/12/2008

Requisition

Req # 00145044

PO #

Date: 12/10/08

Req # 1581 12/16/08

Bill To: x
x

Vendor : 33766
SEA GARDEN SALES DBA SGS INDUSTRIAL
2771 ROBINDALE
BROWNSVILLE TX 78526
FAX (956)831-9434

Ship To: HIDALGO CO. PCT 4
1102 N. DOOLITTLE RD.
EDINBURG TX 78539

Contact: MUNOZ JR
956-383-3112

Contract No: BUYBOARD

Special Instructions:
PCT. REQ. #1581

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		AS PER BUYBOARD PRICING CONTRACT #		
		DO NOT DUPLICATE ORDER		
10.00	EACH	(B725-452) 7-1/4" CIRCULAR SAW BALDE 24T CARBIDE TIPPED (OBJ 663)	4.62	46.20
10.00	EACH	RBO8075-10-050) 8" X 34" X .050 PRCIP BLADES 10TPI 25/PKG (OBJ 633)	1.96	19.60
10.00	EACH	(20981-HSF-180) 18" REPLACEMENT BLADE FOR 20980-HSF-180 PVC HAND SAW (OBJ 663)	7.20	72.00
4.00	EACH	(193410CV) 10" CRESCENT FENCE TOOL W/COUSHION GRIP (OBJ 663)	16.52	66.08
2.00	EACH	(DG-15) LONESTAR POST HOLE DIGGER W/1" STEEL TUBULAR HANDLES (OBJ 663)	47.11	94.22
2.00	EACH	(CS20) BOSCH-7-1/4" CIRCULAR SAW KIT DIRECT CONNECT 120V 15 AMPS (OBJ 664)	151.77	303.54
2.00	EACH	(5007NBK) MAKIT 7-1/4" CIRCULAR SAW W/CASE 15 AMP/115V (OBJ 664)	134.15	268.30
2.00	EACH	(RSO5) BOSCH 1-1/8" RECIPROCATING SAW (OBJ 664)	108.90	217.80
2.00	EACH	(1873-6 BOSCH 7" ANGLE GRINDER 120V AC/DC 15 AMP (OBJ 664)	181.32	362.64
2.00	EACH	(FE300-20) 20' FIBERGLASS EXTENTION LADDER 300# RATED INDUSTRAL TYPE IA (OBJ 664)	164.43	328.86
2.00	EACH	(DPC7321X) MAKITA 14" POWER CUTTER W/1" SDS PLUG ROTARY HAMMER KIT (OBJ 664)	914.63	1,829.26
2.00	EACH	(WB20) HONDA 4.0 HP 2" CENTRIFUGAL SELF-PRIMING PUMP 152 GAL/MIN (OBJ 664)	371.95	743.90
4.00	EACH	(E200) 2" ALUM. HOSE SHANK X MALE ADAPTER CAM- LOCK COUPLING (OBJ 664)	3.68	14.72
6.00	EACH	(C200) 2" ALUM. HOSE SHANK X FEMALE CAM-LOCK COUPLING (OBJ 664)	5.84	35.04
2.00	EACH	(F200) 2" ALUM. MALE NPT X MALE ADAPTER CAM-LOCK COUPLING (OBJ 664)	5.61	11.22
50.00	FT	(SHG-200) 2" GREEN PVC SUCTION HOSE 75 PSI VACUUM RATING "HG" 29 (OBJ 664)	1.13	56.50
100.00	FT	(DHB-200) 2" BLUE STANDARD DUTY PVC DISCARGE HOSE 65 PSI (OBJ 664)	.48	48.00
10.00	EACH	(6840) "68' SERIES HY-GEAR S.S. HOSE CLAMP 2" - 3" DIA. (OBJ 664)	1.44	14.40
2.00	EACH	(EB3800XA) HONDA 3800 WATT GENERATOR 120/240V W / WHEEL KIT (OBJ 748)	1,413.41	2,826.82
1.00	EACH	(*PTOOL) 11335kBOSCH BREAKER HAMMER (OBJ 748)	1,193.30	1,193.30
1.00	EACH	(K1414-4) LINCOLN WELDAN POWER 125 AMP WELDER / 5500 WATT GENERATOR (OBJ 748)	1,688.87	1,688.87

Authorized By: _____

Requisition

Req # 00145044

PO #

Date: 12/10/08

Bill To: x
x

Vendor : 33766
SEA GARDEN SALES DBA SGS INDUSTRIAL
2771 ROBINDALE
BROWNSVILLE TX 78526
FAX (956)831-9434

Ship To: HIDALGO CO. PCT 4
1102 N. DOOLITTLE RD.
EDINBURG TX 78539

Contact:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
80.00	FT	(100-2-500) 2ga WELDING CABLE LEADS 220 AMPS/100 FT. (OBJ 748)	1.69	135.20
1.00	EACH	(100-AB-GC300T) WELDING GROUND CLAMP 300 AMP MEDIUM DUTY (OBJ 748)	19.77	19.77
1.00	EACH	100-AB-A3-16T1 250 AMP ELECTODE HOLDER (OBJ 748)	16.83	16.83
		Account No	Encumbrance	
		8-1204-431-00-124-036-0-663 $298.10 664 4,234.18 748 5,880.79	Freight	.00
			Total	10,413.07
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

DATE	12/10/2008	TOTAL PAGES 4	INCLUDING COVER
TO	JORGE HIDALGO COUNTY PRECINCT #4		
FAX	3815905		
FROM	ROY GONZALEZ JR. SGS INDUSTRIAL-PHARR 5312 N. CAGE PHARR TX 78577	PHONE NUMBER FAX NUMBER	956-787-3700 956-787-3714
SUBJECT	QUOTE 322349		

ANY QUESTIONS LET ME KNOW THANKS AGAIN

SGS INDUSTRIAL-PHARR
5312 N. CAGE
PHARR, TX 78577
956-787-3700

Quotation

QUOTE #	322349
LOCATION	03
DATE	12/10/08
PAGE	2 OF 3

BILL TO
100822
HIDALGO COUNTY PRECINCT #4
1051 N. DOOLITTLE ROAD
EDINGURG, TX 78542-0337

SHIP TO
HIDALGO COUNTY PRECINCT #4
1102 N. DOOLITTLE RD.
EDINGURG, TX 78539

QUOTE DATE	EXPIRE DATE	REQUIRED DATE	REFERENCE NUMBER	PAYMENT TERMS
12/04/08	12/07/08		price	NET 30
WRITTEN BY			CONTACT	SHIP VIA
ROY GONZALEZ JR.			jorge	LOCAL DEL.
FREIGHT TERMS			JOB NUMBER	SALES REP
PREPAID				ROY GONZALEZ

PRODUCT/DESCRIPTION	QUANTITY	PRICE	UM	EXTENSION
RB08075-10-050 8" x 3/4" x .050 RECIP BLADES 10TPI 25/PKG	10	1.96	EA	19.60
20981-HSF-180 18" REPLACEMENT BLADE FOR FOR 20980-HSF-180 PVC HAND SAW	10	7.20	EA	72.00
K1444-4 LINCOLN WELDANPOWER 125 AMP WELDER / 5500 WATT GENERATOR	1	1688.87	EA	1,688.87
1873-6 BOSCH 7" ANGLE GRINDER 120V AC/DC 15 AMP	2	181.32	EA	362.64
*PTOOL 11335kBOSCH BREAKER HAMMER	1	1193.30	EA	1,193.30
100-2-500 2ga WELDING CABLE LEADS 220 AMPS/100 FT.	80	1.69	FT	135.20
E200 2" ALUM. HOSE SHANK X MALE ADAPTER CAM-LOCK COUPLING	4	3.68	EA	14.72
C200 2" ALUM. HOSE SHANK X FEMALE CAM-LOCK COUPLING	6	5.84	EA	35.04

Continued

SGS INDUSTRIAL-PHARR
5312 N. CAGE
PHARR, TX 78577
956-787-3700

Quotation

QUOTE #	322349
LOCATION	03
DATE	12/10/08
PAGE	1 OF 3

BILL TO

100822
HIDALGO COUNTY PRECINCT #4
1051 N. DOOLITTLE ROAD
EDINGURG, TX 78542-0337

SHIP TO

HIDALGO COUNTY PRECINCT #4
1102 N. DOOLITTLE RD.
EDINGURG, TX 78539

QUOTE DATE	EXPIRE DATE	REQUIRED DATE	REFERENCE NUMBER	PAYMENT TERMS
12/04/08	12/07/08		price	NET 30
WRITTEN BY			CONTACT	SHIP VIA
ROY GONZALEZ JR.			jorge	LOCAL DEL.
FREIGHT TERMS			JOB NUMBER	SALES REP
PREPAID				ROY GONZALEZ

PRODUCT/DESCRIPTION	QUANTITY	PRICE	U/M	EXTENSION
FE300-20 20'FIBERGLASS EXTENSION LADDER 300# RATED INDUSTRIAL TYPE IA	2	164.43	EA	328.86
WB20 HONDA 4.0 HP 2" CENTRIFUGAL SELF-PRIMING PUMP 152 GAL/MIN	2	371.95	EA	743.90
EB3800XA HONDA 3800 WATT GENERATOR 120/240V W/ WHEEL KIT	2	1413.41	EA	2,826.82
DPC7321X MAKITA 14" POWER CUTTER W/ 1" SDS PLUS ROTARY HAMMER KIT	2	914.63	EA	1,829.26
CS20 BOSCH 7-1/4" CIRCULAR SAW KIT DIRECT CONNECT 120V 15 AMPS	2	151.77	EA	303.54
5007NBK MAKITA 7-1/4" CIRCULAR SAW W/CASE 15 AMP/115V	2	134.15	EA	268.30
RS05 BOSCH 1-1/8" RECIPROCATING SAW VARIABLE SPEED, 120V 9 AMPS	2	108.90	EA	217.80
B725-452 7-1/4" CIRCULAR SAW BLADE 24T CARBIDE TIPPED	10	4.62	EA	46.20

Continued

SGS INDUSTRIAL-PHARR
5312 N. CAGE
PHARR, TX 78577
956-787-3700

Quotation

QUOTE #	322349
LOCATION	03
DATE	12/10/08
PAGE	3 OF 3

BILL TO
100822
HIDALGO COUNTY PRECINCT #4
1051 N. DOOLITTLE ROAD
EDINGURG, TX 78542-0337

SHIP TO
HIDALGO COUNTY PRECINCT #4
1102 N. DOOLITTLE RD.
EDINGURG, TX 78539

QUOTE DATE	EXPIRE DATE	REQUIRED DATE	REFERENCE NUMBER	PAYMENT TERMS
12/04/08	12/07/08		price	NET 30
WRITTEN BY			CONTACT	SHIP VIA
ROY GONZALEZ JR.			jorge	LOCAL DEL.
FREIGHT TERMS			JOB NUMBER	SALES REP
PREPAID				ROY GONZALEZ

PRODUCT/DESCRIPTION	QUANTITY	PRICE	U/M	EXTENSION
F200 2" ALUM. MALE NPT X MALE ADAPTER CAM-LOCK COUPLING	2	5.61	EA	11.22
SHG-200 2" GREEN PVC SUCTION HOSE 75 PSI VACUUM RATING "HG" 29	50	1.13	FT	56.50
DHB-200 2" BLUE STANDARD DUTY PVC DISCHARGE HOSE 65 PSI	100	0.48	FT	48.00
100-AB-GC300T WELDING GROUND CLAMP 300 AMP MEDIUM DUTY	1	19.77	EA	19.77
100-AB-A316T 250 AMP ELECTRODE HOLDER	1	16.83	EA	16.83
6840 "68" SERIES HY-GEAR S.S. HOSE CLAMP 2" - 3" DIA.	10	1.44	EA	14.40
193410CV 10" CRESCENT FENCE TOOL W/ CUSHION GRIP	4	16.52	EA	66.08
DG-15 LONESTAR POST HOLE DIGGER W/ 1" STEEL TUBULAR HANDLES BUY BOARD FIREHOUSE & SAFTEY CONTRACT # 284-08	2	47.11	EA	94.22

MERCHANDISE TOTAL	HANDLING	MISC CHARGE	FREIGHT	TAX	QUOTE TOTAL
10,413.07	0.00	0.00	0.00	0.00	10,413.07

NOW STOCKING CRAFTSMAN TOOLS
SOCKETS, WRENCHES, AND MORE

Accepted:
By:_____
Date:_____

36.0.0.

AI-12769

Pct. #4 Interdepartmental Transfer to fund Drainage Improvement Projects

CC REGULAR

Date: 12/16/2008
Submitted By: Jr. Munoz, COMM. PCT. #4
Department: COMM. PCT. #4
Agenda Category: Budget and Management

Information

CAPTION

Pct. #4 - Drainage Improvement Project (1204):

Approval of 2008 interdepartmental transfer within Pct. #4 from R & B to Drainage

Improvement Project (1204) in the total amount of $13,200.00

BACKGROUND

Fiscal Impact

Attachments

Link: Interdepartmental Transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
	(Originator)	Jr. Munoz	12/10/2008 03:32 PM	CREATED
1	Budget & Management			NEW
2	Auditor's Office			
3	Purchasing Department			

Form Started By: Jr. Munoz Started On: 12/10/2008 03:32 PM

DATE: December 10, 2008

AI# 12769

DEPARTMENT HEAD: Commissioner Oscar L. Garza Jr

DEPARTMENT NAME: Hidalgo County Pct. #4 - Road & Bridge

ACCOUNT NUMBER: 8-1204-431-00-124-007-0-XXX

SUBJECT: Interdepartmental Transfer

CONTACT PERSON: Rumaldo Munoz Jr.

PH# : 956-383-3112

Honorable Commissioners' Court of Hidalgo County:

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

ACCOUNT NUMBER	ACCOUNT NAME	INCREASE (DECREASE) AMOUNT
8-1204-431-00-124-007-0-734	Pct. #4 Road & Bridge - Subdivision Streets	(600.00)
8-1204-431-00-124-007-0-734	Pct. #4 Road & Bridge - Subdivision Streets	(600.00)
8-1204-431-00-124-007-0-734	Pct. #4 Road & Bridge - Subdivision Streets	(5,000.00)
8-1204-431-00-124-007-0-734	Pct. #4 Road & Bridge - Subdivision Streets	(7,000.00)
8-1204-431-00-124-036-0-613	Pct. #4 Drain Imprv - Safety Supplies	600.00
8-1204-431-00-124-036-0-663	Pct. #4 Drain Imprv - Small Tools	600.00
8-1204-431-00-124-036-0-664	Pct. #4 Drain Imprv - Other Minor Equipment	5,000.00
8-1204-431-00-124-036-0-748	Pct. #4 Drain Imprv - Other Equipmet	7,000.00
	TOTAL BUDGET INCREASE (DECREASE)	13,200.00

REASON: Interdepartmental transfer from Pct. #4 R&B - Drain Imprv in the amount of $13,200.00 to cover requistion #145044.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

__/__/__
DATE

ATTEST COUNTY CLERK

HIDALGO COUNTY PRECINCT #4

COMMISSIONER OSCAR L. GARZA JR.
1102 N. DOOLITTLE ROAD
EDINBURG, TEXAS 78541

OFFICE (956) 383-3112
FAX (956) 381-5905

FAX TRANSMITTAL

TO: **Miss Faz**

PURCHASING DEPARTMENT

FAX NO. (956)-

NO. OF PAGES: 10 (INCLUDING COVER PAGE)

FROM: RUMALDO MUNOZ JR.
ACCTS. PAYABLE CLERK

DATE: 12/10/2008
TIME: 4:10AM. / P.M.

COMMENTS: **Please place on the next C.C. for approval, a line-itme transfer has been submitted to cover this req. Any? call me at 383-3112 Thanks Rumaldo Munoz Jr.**

Confidentiality Notice

This facsimile transmission (and/or the document accompanying it) may contain confidential information belonging to the sender. The information is intended only for the use of the individual of entity named above. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution or the taking of any action in reliance on the contents of this information is strictly prohibited. If you have received this information in error, please notify us immediately by collect telephone call to arrange for the return of these documents.

AI-12786 **21.E.2.**

Authority to Advertise - Pct No 4 Rena Rae Subdivision New Curb & Gutter
CC REGULAR

Date:	12/16/2008
Submitted By:	Laura Moya, PURCHASING DEPT.
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department
Purchasing only:	Prct. 4

Information

CAPTION

Requesting authority to advertise a request for sealed bids with approval of procurement packet (i.e. specifications, legal notices and draft contract document) as attached hereto for "Hidalgo County Precinct No 4 Rena Rae Subdivision New Curb & Gutter" (Bid No. 2008-446-00-00-LRM)

BACKGROUND

Bid Opening date: Dec. 17, 2008.

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1204-431-00-124-007-0-734

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

BUDGETARY IMPACT:

Available balance as of 12-12-08 $54,429.88

Attachments

Link: Specs

Link: Plans

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	12/11/2008 01:24 PM	APRV
2	Budget & Management	Veronica Lopez	12/11/2008 03:03 PM	APRV
3	Manuel Chapa	Manuel Chapa	12/12/2008 08:55 AM	APRV
4	Auditor's Office	Linda Fong	12/12/2008 12:16 PM	APRV

Form Started By: Laura Moya Started On: 12/10/2008 04:26 PM

Final Approval Date: 12/12/2008

Table of Contents

1. Request for Bids
2. Information to Bidders
3. County Standard Forms
4. Bid Bond
5. Contract
6. Bid for Unit Price Contracts
7. Non-Collusion Affidavit
8. Bonding and Insurance Requirements
9. Payment Bond
10. Performance Bond
11. General Conditions of Contract for Engineering Construction
12. Sales Tax
13. General Constuction Specifications
14. Wage Rages
15. Technical Specifications
    a. Concrete Gutter/Valley Gutter
    b. Curb and Gutter
    c. Driveway Repair
    e. Traffic Control

Bid No: 2008-446-00-00-LRM	Buyer: MOISES SALAZAR	Tel. No: (956) 318-2626 ext 4863

REQUEST FOR BIDS

RENA RAE SUBDIVISION
NEW CURB and GUTTER

BID OPENING DATE:

DECEMBER 17 , 2008

Contact Person:

Martha L. Salazar, CPPB,Purchasing Agent
Hidalgo County Purchasing Department
2812 S. Business Hwy 281 - Administration Building
Edinburg, Texas 78539

Form HCPD-03

INVITATION TO BIDDERS

The County of Hidalgo would like to invite you to submit a bid on the following bid information:

Bid #	**Bid Description**	**Opening Date:**
2008-446-00-00-LRM	**Rena Rae Subdivision New Curb And Gutter**	**December 17, 2008 @ 9:30 a.m.**

SEALED BIDS should be properly addressed and delivered to Martha L. Salazar, CPPB, Hidalgo County Purchasing Agent, Administration Building-2812 S. Business Hwy. 281, Edinburg, Texas 78539. One (1) original and Three (3) copies of all bids are required with bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **Bid # 2008-446-00-00-LRM "Rena Rae Subdivision New Curb And Gutter. Bids will be accepted until, 9:30 A.M., on Wednesday, December 17 , 2008** at which time they will be opened and read aloud in the Hidalgo County Purchasing Department Conference Room at 2812 S. Business Hwy 281, Administration Building, Edinburg, Texas. **NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY BID RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED UNOPENED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE IN REFERENCE TO BID NUMBER/PROJECT.**

Pre-Bid Conference will be held on Wednesday December 10, 2008 at 2:00 pm at the office of: Hidalgo County Purchasing Department, 2802 S. Business Highway 281, Edinburg, Texas 78539.

SPECIFICATIONS including drawings and technical specifications may be viewed and/or obtained at **Quintanilla, Headley and Associates, Inc., 124 E. Stubbs Street, Edinburg, TX 78539.** Copies of the above documents may be obtained at the office of the Engineer in accordance with the Instruction to Bidders upon the deposit of **$25.00** for each set of documents.

Bid Security in the amount of 5% of the largest possible total of bids submitted must accompany each bid in accordance with the Instruction to Bidders. The surety must be a guaranteed or surety company acceptable to the Hidalgo County and listed in U. S. Treasury Circular No. 570.

THE COUNTY reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to the County.

BY ORDER OF THE COMMISSIONERS' COURT OF THE COUNTY OF HIDALGO, TEXAS on this the nd day of November, 2008.

MARTHA L. SALAZAR, CPPB
HIDALGO COUNTY PURCHASING AGENT

REPORT ROAD HAZARDS @ 1-866-HCR-SAFE OR 1-866-427-7233

LEGAL NOTICE **BID NO: 2008-446-00-00-LRM**

1. Sealed bids will be received for **"HIDALGO COUNTY - Rena Rae Subdivision New Curb And Gutter"** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2. One (1) original and Three (3) copies of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **"RFB No. 2008-446-00-00-LRM - HIDALGO COUNTY – Rena Rae Subdivision New Curb And Gutter"** - and at County's Purchasing Department,with a physical address: 2802 S. Business 281 and mailing address: 2812 S. Business Hwy 281, New Administration Building, Edinburg, Texas, **on or before 9:30 a.m., WEDNESDAY, DECEMBER 17, 2008. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO "RFB No. 2008-446-00-00-LRM HIDALGO COUNTY – RENA RAE SUBDIVISION NEW CURB AND GUTTER" .**

   Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County.

3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(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 its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy o their Federal ID Number Certificate.

15. DELIVERY INSTRUCTIONS:

- No deliveries accepted after 3:00 P.M., Monday-Friday.

- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.

- If you need additional information call the office listed below:

  Hidalgo County Purchasing Department
  Martha L. Salazar, Purchasing Agent
  (956) 318-2626

16. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  a). Name and address of successful bidder
  b). Name and address of receiving department or official
  c). Purchase Order Number (if any)
  d). Notation - **" HIDALGO COUNTY – RENA RAE SUBDIVISION NEW CURB AND GUTTER"** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

- Discount payments will be considered when offered.

. Contact person for Billing and Payment questions:

Hidalgo County Auditor's Office
2808 S. Buisness Hwy 281
Edinburg, TX 78539
(956) 318-2511

17. Schedule of Events

Bid Opening, 9:30 AM	**December 17 , 2008**
Award of Contract	_____ , 2008
Commence Work or Deliver Products	_____ , 2008

18. Bid or Performance Bond and Debarment Certification; Payment Under Contract:

A. If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

B. Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.

C. . If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

. . If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. Ethical Standards:

. . It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

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

. . No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20.Disclosure of Conflict of Interest

. . Effective January 1, 2006, Chapter 176 of the Texas Local Government
. .Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.
. Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse
. **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22. Bids, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

23. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

25. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the specifications.

27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgement with costs which may be obtained against County growing out of such injury or

damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

30. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Bid
for
HIDALGO COUNTY
"HIDALGO COUNTY – Rena Rae Subdivision New Curb And Gutter"
BID NO.: 2008-446-00-00-LRM

To: Martha L. Salazar, CPPB, Purchasing Agent
Physical Address: 2802 S. Business Hwy. 281-New Administration Building
Mailing/postal Address: 2802 S. Business Hwy 281
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name: _____
Title: _____
Telephone Number:_____
Date:_____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

Form **W-9**
(Rev. January 2005)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ► ..... ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.) | Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. *If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.*

Social security number
			–			–		

or

Employer identification number
			–					

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here Signature of U.S. person ► Date ►

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

Note. *If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.*

For federal tax purposes you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester, or

2. You do not certify your TIN when required (see the Part II instructions on page 4 for details), or

3. The IRS tells the requester that you furnished an incorrect TIN, or

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your social security card. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your social security card on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required Federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt recipients 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a Federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.socialsecurity.gov/online/ss-5.pdf*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses/* and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting *www.irs.gov* or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or single-owner LLC	The owner [3]
For this type of account:	**Give name and EIN of:**
6. Sole proprietorship or single-owner LLC	The owner [3]
7. A valid trust, estate, or pension trust	Legal entity [4]
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

[4] List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, and the District of Columbia to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of person doing business with local governmental entity.**

2

☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.**

4 **Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.**

Amended 01/13/2006

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local governmental entity

FORM CIQ
Page 2

5 **Name of local government officer with whom filer has affilitation or business relationship. (Complete this section only if the answer to A, B, or C is YES.)**

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or business relationship. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is no: from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each affiliation or business relationship.

6 **Describe any other affiliation or business relationship that might cause a conflict of interest.**

7

_____ _____

Signature of person doing business with the governmental entity Date

Amended 01/13/2006

EXHIBIT "C"

Insurance Requirements

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollars ($500,000.00) Comprehensive General Liability insuarence policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of the least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500.000.00) per occurance. Coverage should include injury to or death of persons and property damages claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers' Compensation Act, Texas Labor Code Chapter 401, et. seq.

Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

Insurance Requirement Acknowledgment

I,_____ , authorized representative for ,_____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court; (*An insurance certificate for the required insurance limits shall be provided to the Purchasing Department Contracts Manager in order to qualify for award of bid and to execute a contract between our Company and the County.)

☐ will acquire additional amount needed to meet the County's requirements within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court; currently carry the following:

Automobile Liability: $_____General Liability: $_____

(*An insurance certificate for the required insurance limits shall be provided to the Purchasing Department Contracts Manager in order to qualify for award of bid and to execute a contract between our Company and the County.**) OR**

✓ have already been met, see attached copy of insurance certificate.

_____ _____
Authorized Representative Date

Notice to Bidder: Failure to provide Certificates of Insurance Purchasing Department Contracts Manager will cause the bid award to be rescinded and then awarded to next lowest bidder. Certificates of Insurance will be monitored/verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS
ACKNOWLEDGMENT

This is to certify that I,_____ , possess all of the **APPLICABLE**:

1. Licenses: _____
2. Bonds: Applicable
3. Certificates: Applicable
4. Permits: _____
5. Other: _____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* **Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.**

_____ _____

Authorized Signature Date

_____

Company

_____

Address

_____

City, State, Zip

BID BOND

KNOWN ALL MEN BY THESE PRESENTS, that we, the undersigned, _____.

_____

_____ as Principal

_____and

_____ as Surety, are hereby

held and firmly bound unto _____

_____ as Owner in the penal sum of _____

_____for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors an assigns.

Signed, this _____ day of _____, _____.

The condition of the above obligation is such that whereas the Principal has submitted to _____ a certain Bid, attached hereto and hereby made a part hereof to enter a contract in writing, for the _____

_____

_____

_____

NOW THEREFORE,

(a) If said Bid shall be rejected, or in the alternate,
(b) If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (property completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid.

then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event,

exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and said surety does hereby waive notice of any extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporation have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

_____

_____ (L.S.)
Principal

_____
Surety

SEAL By: _____

CONTRACT
CONSTRUCTION

This Agreement entered into this __ day of _____, **2008** by and between **Hidalgo County** (hereinafter called the "OWNER", acting herein through its **County Judge, Juan D. Salinas, III**, and _____ , (a corporation) of _____, Texas, County of Hidalgo, and State of Texas, hereinafter called "CONTRACTOR".

WITNESSETH

That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the construction described as follows:

Hidalgo County: " RENA RAE SUBDIVISION NEW CURB AND GUTTER"

hereinafter called the project, for the sum of **(_____)** _____ and all extra work in connection therewith, under the terms as stated in the General and Special Conditions of the Contract; and at his (its or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, the General Conditions, Supplemental General Conditions and Special Conditions of the contract, the plans, which include all maps, plats, blue prints, and other drawings and printed or written explanatory matter thereof, the specifications and contract documents therefore as prepared by **Quintanilla, Headley and Associates, Inc.,** entitled the Architect/Engineer, and as enumerated in Paragraph 1 of the Supplemental General Conditions, all of which are made a part hereof and collectively evidence and constitute the contract.

The CONTRACTOR hereby agrees to commence work under this contract on or after a date to be specified in a written "Notice to Proceed" of the OWNER and to fully complete the project within **30** consecutive calendar days thereafter. The CONTRACTOR further agrees to pay, as liquidated damages, the sum of **$ 250.00** for each consecutive calendar day thereafter as hereinafter provided in Paragraph 19 of the General Conditions.

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the contract, subject to additions and deductions, as provided in the General Conditions of the contract, and to make payments on account thereof as provided in Paragraph 25, "Payments to Contractor", of the General Conditions.

IN WITNESS WHEREOF, the parties to these presents have executed this contract in four (4) counterparts, each of which shall be deemed an original, in year and day first above mentioned.

Contractor: _____
[Signature]

Name of Firm: _____

Address: _____

Fed. I.D. #/S.S. #: _____

STATE OF TEXAS §

COUNTY OF HIDALGO§

This instrument was acknowledged before me on this the_____ day of _____, 2008,

by _____of and on behalf of _____
(Title) (a corporation)

_____
Notary Public - Signature

ATTEST:

_____
Arturo Guajardo, Jr.
County Clerk

COUNTY OF HIDALGO

_____
Juan D. Salinas, III
County Judge

Approved as to Form:
Atlas & Hall, L.L.P.

By:_____

PROPOSAL

To: County of Hidalgo
2802 S.Business Hwy 281
Edinburg, Texas

Project: HIDALGO COUNTY – RENA RAE SUBDIVISION NEW CURB AND GUTTER
Bid No. 2008-446-00-00-LRM

Pursuant to Advertisement for Bids and Notice to Bidders, the undersigned bidder hereby proposes to furnish the plant, materials and equipment and to perform all the work for the described project in strict accordance with the plans, specifications, and addends. The Bidder binds himself upon acceptance of his proposal to execute a contract and bond according the accompanying forms, for performing and completing the said work within the time stated and maintaining same as required by the detailed specifications for the following prices, to wit;

Having become thorough familiar with the Contract Documents and the local conditions affecting the performance and cost of the work at the place where the work is to be completed, and having fully inspected the site in all particulars, hereby, proposes and agrees to fully perform the work within the time stated and in strict accordance with the proposed contract documents, all labor and materials, General Construction, Air Conditioning, Electrical and Plumbing for the following sum of money:

Item	Quantity	Unit	Description	Unit Cost	Total
I. Paving Improvements					
1.	480	L.F	Removal & Disposal Existing Curb & Gutter	_____ ( ) Dollars & Cents	_____ ( ) Dollars & Cents
2.	480	L.F.	18" Curb & Gutter	_____ ( ) Dollars & Cents	_____ ( ) Dollars & Cents
3.	2	Ea	Tree Removal & Disposal	_____ ( ) Dollars & Cents	_____ ( ) Dollars & Cents
4.	700	S.Y	Recycle and Recompact Existing Asphalt.	_____ ( ) Dollars & Cents	_____ ( ) Dollars & Cents
5.	700	S.Y	1 ½" H.M.A.C. Track Coat (MC-30)	_____ ( ) Dollars & Cents	_____ ( ) Dollars & Cents

Total Bid: _____

_____

Total In Words

The undersigned bidder agrees to furnish all materials as shown and specified with the plans and specifications.

The undersigned bidder agrees to complete the base proposal and any accepted alternates as specified in **30** calendar days.

The Owner shall have the right to accept or reject any or all Alternate Bid amounts.

Enclosed with the Proposal is a Cashier's Check or Certified check for 5% Bond ($ 5%) Dollars, which it is agreed shall be collect and retained by the Owner as liquidated damages, in the event this proposal is accepted by the Owner within the number of days stated in advertisement for the reception of bids and the undersigned fails to execute the contract and the required bond with the Owner, under these conditions, hereof, said check or bonds shall be returned to the undersigned upon demand.

_____

Name of Firm

_____

Signature

_____

Address

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of Texas §
§
County of Hidalgo §

_____, being first duly sworn, deposes and days that:

(1) He is _____, of _____
_____, the Bidder that has submitted the attached Bid:

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such bid:

(3) Such bid in genuine and is not a collusive or sham Bid:

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Owner or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed)_____

_____
(Title)

Subscribed and sworn to before me this ____
day of _____, 20_____.

_____

_____
(Title)

My Commission expires _____

BONDING AND INSURANCE REQUIREMENTS

a. A bid guarantee from each bidder equivalent to five percent of the bid price. The “Bid guarantee” shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will upon, acceptance of his bid, execute such contractual documents as may be required within the time specified.

b. A performance bond on the part of the contractor for 100 percent of the contract price. A “Performance Bond” is one executed in connection with a contract to secure fulfillment of all the contractor’s obligations under such contract.

c. A payment bond on the part of the contractor for 100 percent of the contract price. A “Payment Bond” is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

PAYMENT BOND

A payment bond as described by Texas Government Code, Section 2253.021 (c) for the beneficiaries described by such sub section.

KNOW ALL MEN BY THESE PRESENTS, that _____

_____ (hereinafter called the Principal(s), as Principal(s), and

_____ hereinafter called the Surety(s),

as Surety(s), are held and firmly bound unto _____

_____ (hereinafter called the Oblige), in the amount of _____

_____ Dollars ($_____) for the payment whereof,

the said Payment and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Oblige, dated the ____ day of _____, 200__, for the _____

_____ which contract is hereby referred to and made a part hereof as fully and to the same extent as if copies at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall pay all claimants supplying labor and material to him or a subcontractor in the prosecution of the work provided for in said contract, then, this, obligation shall be void; otherwise to remain in full force and effect.

PAYMENT BOND CONTINUED:

IN WITNESS WHEREOF, this instrument is executed in four counter parts, each one of which shall be deemed an original, this the _____ day of _____, A.D., 200__

ATTEST:	PRINCIPAL
(Principal) Secretary (Seal)	Signature
Witness as to Principal	Print/Type Name
Address	Address
ATTEST:	Surety
(Surety) Secretary (Seal)	Attorney-in-Fact (Signature)
Witness as to Surety	Print/Type Name
Address	Address

Note: Date of Bond must be prior to date of Contract
(1) Correct Name of Contractor; (2) A Corporation, A Partnership or an individual, as case may be; (3) Correct Name of Surety; (4) Correct name of Owner; (5) County or Parish and State; (6) Owner; (7) if Contractor is Partnership, all partners should execute Bond.

PERFORMANCE BOND

A performance bond as described by Texas Government Code, Section 2253.021 (b) for the benefit of Hidalgo County Drainage District Number One

KNOW ALL MEN BY THESE PRESENTS, that _____

_____ (hereinafter called the Principal(s), as Principal(s), and

_____hereinafter call the Surety(s),

as Surety(s), are held and firmly bound unto _____

_____ (hereinafter called the Oblige), in the amount of _____

_____ Dollars ($_____) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Oblige, dated the ___ day of _____, 200__, for the _____

_____ Which contract is hereby referred to and made a part hereof as fully and to the same extent as if copies at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform the work in accordance with the plans, specifications and contract documents, then this obligation shall be void; otherwise to remain in full force and effect.

PERFORMANCE BOND CONTINUED:

IN WITNESS WHEREOF, this instrument is executed in four counter parts, each one of which shall be deemed an original, this the _____ day of _____, A.D., 200_

ATTEST:	PRINCIPAL
(Principal) Secretary (Seal)	Signature
Witness as to Principal	Print/Type Name
Address	Address
ATTEST:	Surety
(Surety) Secretary (Seal)	Attorney-in-Fact (Signature)
Witness as to Surety	Print/Type Name
Address	Address

Note: Date of Bond must be prior to date of Contract
(1) Correct Name of Contractor; (2) A Corporation, A Partnership or an individual, as case may be; (3) Correct Name of Surety; (4) Correct name of Owner; (5) County or Parish and State; (6) Owner; (7) if Contractor is Partnership, all partners should execute Bond.

GENERAL CONDITIONS OF CONTRACT FOR ENGINEERING/ARCHITECTURAL CONSTRUCTION

SEC. 1 - DEFINITIONS

(a) The Contract Documents shall consist of Advertisement for Bids or Notice to contractors. Instructions to Bidders, Form of Bid or Proposal, the signed Agreement, the General and Special conditions of contract, the Drawings, and the Specifications, including all modifications thereof incorporated in any of the documents before the execution of Agreement.

(b) The Owner, the Contractor and the Engineer/Architect are those named as such in the Agreement. They are treated throughout the contract Documents as if each were of singular number and masculine gender.

(c) Wherever in this contract the word "Engineer"/"Architect" is used it shall be understood as referring to the Engineer/Architect of the Owner, acting personally or through assistants duly authorized in writing by the Engineer/Architect.

(d) Written notice shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or to an authorized representative of such individual, firm, or corporation, or if delivered at or sent by registered mail to the last business address known to him who gives the notice, with a copy sent to the central office of the Contractor.

(e) The term "Subcontractor" shall mean anyone (other than the contractor) who furnishes at the site, under an Agreement with the contractor, labor, or labor and materials, or labor and equipment, but shall not include any person who furnishes services of a personal nature.

(f) Work shall mean the furnishing of all labor, materials, equipment, and other incidentals as are required to complete the Contract for the purpose for which it was intended but was not shown on the Drawings or called for in the Specifications, or is desired by the Owner in addition to that work called for in the Drawings and Specifications.

(g) Dispute shall mean lack of agreement between any parties that have any obligations, duties, or responsibilities under the terms of the contract, Drawings, or Specifications.

SEC. 2 - COPIES OF DRAWINGS FURNISHED

Unless otherwise provided in the Contract Documents, the Engineer/ Architect will furnish to the Contractor, free of charge, all copies of Drawings and Specifications reasonably necessary for the execution of the work.

GENERAL CONDITIONS OF CONTRACT Continued.....

SEC. 3 - ORDER OF COMPLETION

The contractor shall submit, at such times as may be reasonably requested by the Engineer/Architect, schedules which shall show the order in which the Contractor proposes to carry on the work, with dates at which the Contractor will start the several parts of the work, and estimated dates of completion of the several parts.

SEC. 4 - OWNER OF DRAWINGS

All drawings, Specifications and copies thereof furnished by the Engineer/ Architect shall not be reused on other work and, with the exception of the signed Contract, sets are to be returned to him on request, at the completion of the work.

SEC. 5 - FAMILIARITY WITH WORK

The Owner shall make known to all prospective bidders, prior to the receipt of bids, all information that he may have as to subsurface conditions in the vicinity of the work, topographical maps, or other information that might assist the bidder in properly evaluating the amount and character of the work that might be required. Such information is given, however, as being the best factual information available to the Owner. The Contractor, by careful examination, shall satisfy himself as to the nature and location of the work, the character of equipment and facilities needed preliminary to and during the prosecution of the work, the general and local conditions, and all other matters, which can in any way affect the work under this Contract.

SEC. 6 - CHANGED CONDITIONS

The Contractor shall promptly, and before such conditions are disturbed, notify the Owner in writing of: (1) Subsurface or latent physical conditions at the site differing materially from those indicated in this Contract; or (2) previously unknown physical or other conditions at the site, or an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Contract. The Engineer/Architect shall promptly investigate the conditions, and if he finds that such conditions do so materially differ and cause an increase or decrease in the cost of, or the time required for, performance of this Contract, an equitable adjustment shall be made and the Contract modified in writing accordingly. Any claim of the Contractor for adjustment hereunder shall not be allowed unless he has given notice as above required; provided that the Engineer/Architect may, if he determines the facts so justify, consider and adjust any such claims asserted before the date of final settlement of the Contract. If the parties fail to agree upon the adjustment to be made, the dispute shall be determined as provided in Section 39 hereof

GENERAL CONDITIONS OF CONTRACT Continued.....

SEC. 7 - MATERIALS AND APPLIANCES

Unless otherwise stipulated, the Contractor shall provide and pay for all materials, labor, water, tools, equipment, light, power, transportation and other facilities necessary for the execution and completion of the work. Unless otherwise specified, all materials incorporated in the permanent work shall be new and both workmanship and materials shall be of good quality. The Contractor shall, if required, furnish satisfactory evidence as to the kind and quality of materials.

SEC. 8 - EMPLOYEES:

The Contractor shall at all times enforce strict discipline and good order among his employees and shall seek to avoid employing on the work any unfit person or anyone not skilled in the work assigned to him. Adequate sanitary facilities shall be provided by the Contractor.

SEC. 9 - ROYALTIES AND PATENTS

The Contractor shall pay all royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and shall save the Owner harmless from loss on account thereof except that the Owner shall be responsible for all such loss when a particular process or the product of a particular manufacturer or manufacturers is specified, unless the Owner has notified the Contractor prior to the signing of the contract that the particular process or product is patented or is believed to be patented.

SEC. 10 - SURVEYS

Unless otherwise specified, the Owner shall furnish all land surveys and establish all base lines for locating the principal component parts of the work together with a suitable number of bench marks adjacent to the work. From the information provided by the Owner, the Contractor shall develop and make all detail surveys needed for construction such as slope stakes, batter boards, stakes for pile locations and other working points, lines and elevations. The contractor shall carefully preserve bench marks, reference points and stakes and, in case of willful or careless destruction, he shall be charged with the resulting expense and shall be responsible for any mistakes that may be caused by their unnecessary loss or disturbance.

SEC. 11 - PERMITS, LICENSES AND REGULATIONS

Permits and licenses of a temporary nature necessary for the prosecution of the work shall be secured and paid for by the Contractor. Permits, licenses and easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by the Owner, unless otherwise specified. The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work as drawn and specified. If the contractor observes that the Drawings and Specifications are at variance therewith, he shall promptly notify the Engineer/ Architect in writing, and any necessary changes shall be adjusted as provided in the Contract for changes in the work.

SEC. 12 - PROTECTION OF THE PUBLIC AND OF WORK AND PROPERTY

The Contractor shall provide and maintain all necessary watchmen, barricades, warning lights and signs and take all necessary precautions for the protection, and safety of the public. He shall take all reasonable precautions to protect the Owner's property from injury or loss arising in connection with this contract. He shall make good any damage, injury or loss to his work and to the property of the Owner resulting from lack of reasonable protective precautions, except such as resulting from lack of reasonable protective precautions, except such as may be due to errors in the Contract Documents, or caused by agents or employees of the Owner. He shall adequately protect adjacent private and public property, as provided by law and the Contract Documents.

In an emergency affecting the safety of life, of the work, or of adjoining property, the Contractor is, without special instructions or authorization from the Engineer/Architect, hereby permitted to act at his discretion to prevent such threatened loss or injury. He shall also so act, without appeal, if so authorized or instructed by the Engineer/Architect. Any compensation claimed by the Contractor on account of emergency work, shall be determined by agreement or arbitration.

SEC. 13 - INSPECTION OF WORK

The Owner shall provide sufficient competent personnel, working under the supervision of a qualified Engineer/Architect, for the inspection of the work while such work is in progress to ascertain that the completed work will comply in all respects with the standards and requirements set forth in the Specifications. Not with standing such inspection, the Contractor will be held responsible for the acceptability of the finished work.

The Engineer/Architect and his representatives shall at all times have access to the work whenever it is in preparation or progress, and the Contractor shall provide proper facilities for such access, and for inspection.

If the Specifications, the Engineer's/Architect's instructions, laws, ordinances, or any public authority require any work to be specially tested or approved, the Contractor shall give the Engineer/Architect timely notice of its readiness for inspection, and if the inspected is by an authority other than the Engineer/Architect of the date fixed for such inspection. Inspections by the Engineer/Architect shall be made promptly, and where practicable at the source of supply. If any work should be covered up without approval or consent of the Engineer/Architect, it must, if required by the Contractor's expense, unless the Engineer/Architect has unreasonably delayed inspection.

Re-examination of the work may be ordered by the Engineer/Architect, and, if so ordered, the work must be uncovered by the Contractor. If such work is found to be in accordance with the Contract Documents, the Owner shall pay the cost of re-examination and replacement. If such work is not in accordance with the Contract Documents, the Contractor shall pay such cost.

SEC. 14 - SUPERINTENDENCE

The Contractor shall keep on his work, during its progress, a competent superintendent and any necessary assistants. The superintendent shall represent the Contractor, and all directions given to him shall be binding as if given to the Contractor. Important directions shall immediately be confirmed in writing to the Contractor. Other directions shall be so confirmed on written request in each case. The Contractor shall give efficient superintendence to the work, using his best skill and attention.

SEC. 15 – DISCREPANCIES

If the Contractor, in the course of the work, finds any discrepancy between the Drawings and the physical conditions of the locality, or any errors or omissions in Drawings or in the layout as given by survey points and instructions, he shall immediately inform the Engineer/Architect, in writing, and the Engineer/Architect shall promptly verify the same. Any work done after such discovery, until authorized will be done at the Contractor's risk.

SEC. 16 - CHANGES IN THE WORK

The Owner may make changes in the Drawings and Specifications of scheduling of the Contract within the general scope at any time by a written order. If such changes add to or deduct from the contractor's cost of the work, the Contract shall be adjusted accordingly.

All such work shall be executed under the conditions of the original Contract except that any claim for extension of time caused thereby shall be adjusted at the time of ordering such change.

In giving instructions, the Engineer/Architect shall have authority to make minor changes in the work not involving extra cost, and not inconsistent with the purposes of the work, but otherwise, except in an emergency endangering life or property, no extra work or change shall be made unless in pursuance of a written order by the Engineer/Architect, and no claim for an addition to the Contract Sum shall be valid unless the additional work was so ordered.

The Contractor shall proceed with the work as changed and the value of any such extra work or change shall be determined as provided in the Agreement.

SEC. 17 - EXTENSION OF TIME

Extension of time stipulated in the Contract for completion of the Work will be made when changes in the work occur, as provided in Section 18; when the work is suspended as provided in Section 23; and when the work of the Contractor is delayed on account of conditions which could not have been foreseen, or which were beyond the control of the Contractor, his Subcontractors or suppliers, and which were not the result of their fault or negligence.

Extension of time for completion shall also be allowed for any delays in the progress of the work caused by any act (except as provided elsewhere in these General Conditions) or neglect of the Owner or of his employees or by other contractors employed by the Owner, or by any delay in the furnishing of Drawings and necessary information by the Engineer/Architect, or by any other cause which in the opinion of the Engineer/Architect entitled the Contractor to an extension of time, including but not restricted to, acts of the public enemy, acts of any government in either its sovereign or any applicable contractual capacity, acts of another contractor in the performance of a contract with the Owner, fires, floods, epidemics, quarantine restrictions, freight embargoes, unusually severe weather, or labor disputes.

The Contractor shall notify the Engineer/Architect promptly of any occurrence or conditions which in the Contractor's opinion entitle him to an extension of time. Such notice shall be in writing and shall be submitted in ample time to permit full investigation and evaluation of the contractor's claim. The Engineer/Architect shall acknowledge receipt of the Contractor's notice within 5 days of its receipt. Failure to provide such notice shall constitute a waiver by the Contractor of any claim.

SEC. 18 – CLAIMS

If the Contractor claims that any instructions by Drawings or other media issued after the date of the Contract involve extra cost under this Contract, he shall give the Engineer/Architect written notice thereof within 7 days after the receipt of such instructions, and in any event before proceeding to execute the work, except in emergency endangering life or property, and the procedure shall then be as provided for changes in the work. No such claim shall be valid unless so made.

SEC. 19 - DEDUCTIONS FOR UNCORRECTED WORK

If the Engineer/Architect deems it inexpedient to correct work that has been damaged or that was not done in accordance with the Contract, an equitable deduction from the Contract price shall be made therefore, unless the Contractor elects to correct to work.

SEC. 20 - CORRECTION OF WORK BEFORE FINAL PAYMENT

The Contractor shall promptly remove from the premises all materials and work condemned by the Engineer/Architect as failing to meet Contract requirements, whether incorporated in the work or not. The Contractor shall promptly replace and re-execute his own work in accordance with the Contract and without expense to the Owner and shall bear the expense of making good all work of other contractors destroyed or damaged by such removal or replacement.

If the Contractor does not take action to remove such condemned materials and work within 10 days after written notice, the Owner may remove them and may store the material at the expense of the Contractor. If the Contractor does not pay the expense of such removal and storage within ten days' time thereafter, the Owner may, upon ten days' written notice, sell such materials at auction or at private sale and shall pay to the Contractor any net proceeds thereof, after deducting all the costs and expenses that should have been borne by the Contractor.

SEC. 21 - SUSPENSION OF WORK

The Owner may at any time suspend the work, or any part thereof by giving 1 days' notice to the Contractor in writing. The work shall be resumed by the Contractor within ten (10) days after the date fixed in the written notice from the Owner to the Contractor so to do. The Owner may reimburse the Contractor for expense incurred by the Contractor in connection with the work under this Contract as a result of such suspension, eligibility and amount of reimbursement to be determined by the Engineer/Architect.

If the work, or any part thereof, shall be stopped by notice in writing aforesaid, and if the Owner does not give notice in writing to the Contractor to resume work at a date within 20 days of the date fixed in the written notice to suspend, then the contractor may abandon that portion of the work so suspended and he will be entitled to the estimates and payments for all work done on the portions so abandoned, if any, plus 5% of the value of the work so abandoned, to compensate for loss of overhead, plant expense, and anticipated profit.

SEC. 22 - THE OWNER'S RIGHT TO TERMINATE CONTRACT

If the Contractor should be adjudged as bankrupt, or if he should make a general assignment for the benefit of this creditors, or if a receiver should be appointed as a result of his insolvency, or if he should be guilty of a substantial violation of the Contract, then the Owner, upon the certificate of the Engineer/Architect that sufficient cause exists to justify such action, may, without prejudice to any other right or remedy and after giving the Contractor and his Surety seven days' written notice terminate the employment of the Contractor and take possession of the premises and of all materials, tools, equipment and other facilities installed on the work and paid for by the Owner, and finish the work by whatever method he may deem expedient. In such case the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the Contract price shall exceed the expense of finishing the work, including compensation for additional managerial and administrative services, such excess shall be paid to the Contractor. If such expense shall exceed such unpaid balance, the Contractor shall pay the difference to the Owner. The expense incurred by the Owner as herein provided, and the damage incurred through the Contractor's default, shall be certified by the Engineer/Architect.

GENERAL CONDITIONS OF CONTRACT Continued.....

SEC. 23 - CONTRACTOR'S RIGHT TO STOP WORK OR TERMINATE CONTRACT

If the work should be stopped under an order of any court, or other public authority, for a period of more than three months, through no act or fault of the contractor or of anyone employed by him, or if the Engineer/Architect should fail to issue any estimate for payment within seven days after it is due, or if the Owner should fail to pay the Contractor within seven days of its maturity and presentation any sum certified by the Engineer/Architect or awarded by arbitrators, then the Contractor may, upon seven days' written notice to the Owner and the Engineer/Architect, stop work or terminate this Contract and recover from the Owner payment for all work executed, plus any loss sustained upon any plant or material plus reasonable profit and damages.

SEC. 24 - REMOVAL OF EQUIPMENT

In the case of termination of this Contract before completion from any cause whatever, the Contractor, if notified to do so by the Owner, shall promptly remove any part or all of his equipment and supplies from the property of the Owner, failing which the Owner shall have the right to remove such equipment and supplies at the expense of the Contractor.

SEC. 25 - RESPONSIBILITY FOR WORK

The Contractor assumes full responsibility for the work. Until its final acceptance, the Contractor shall be responsible for damage to or destruction of the work (except for any part covered by partial acceptance as set forth in Sec. 28). He agrees to make no claims against the Owner for damages to the work from any cause except negligence or willful acts of the Owner, acts of an Enemy, acts of war or as provided in Sec. 32.

Existing Structure: The Contractor shall, at his own expense immediately make permanent repairs and restore to original condition any and all utility lines, irrigation lines, pipe lines, pavement, or structures that are to remain in place and damaged by the Contractor's equipment or workmen during the performance of work under this contract, or damaged as result of improperly executed work.

Traffic Areas, Driveways, Entrances: All traffic areas, driveways and entrances shall be restored to usable condition at the Contractor's expense as the work progresses. The Contractor shall make every effort to cooperate with the wishes of the individual property owners in providing access to private property along the site of the work.

Detours: The Contractor shall do such work as may be necessary to provide and maintain a detour adjacent to all road structures for public travel. The Contractor shall maintain the detours in such condition that the public can travel over same in comfort and safety, and shall at his own expense perform such work as may be required to keep said detours open to the public at all times. The Contractor shall cooperate with the Engineer/Architect in the regulation of traffic and shall so govern his work that when it becomes necessary to suspend construction for a considerable period of time, the roadways will be re-opened to public travel. Materials and equipment shall be stored and the work shall be so conducted as to obstruct public travel as little as possible, and in no case shall there be less than twenty (20) feet in width of unobstructed roadway for the use of traffic. Materials and equipment stored in or near the path of traffic shall be protected with applicable traffic control devices in compliance with the Texas MUTCD.

Traffic Control Devices: When any section of the construction site is closed to traffic, the Contractor shall furnish and maintain at each end of the closed section and at all intersecting streets - roads - construction site within the section, standard barricades, adequate warning signs and directional signs. All lights shall be kept burning from sunset to sunrise. If at any time the barricades are not, in the opinion of the Engineer/Architect, sufficient to prevent traffic from entering the closed portions of the street-road- construction site, the Contractor shall provide and maintain watchmen at such points and for such periods of time as the Engineer/Architect may direct. When directed by the Engineer/Architect, the Contractor shall provide and maintain such standard barricades, signs, lights and flags within the closed portion of the street-road-construction site as may be necessary to protect the work and safeguard local traffic.

No direct compensation except as specifically provided in these specifications will be made to the Contractor for the work and material involved in constructing and maintaining detours and approaches; furnishing, installing and maintaining barricades, danger, warning, and necessary for the proper direction, safety, and convenience of traffic during the Contract period, as this work is to be considered subsidiary to the several items for which unit prices are requested in the proposal.

SEC. 26 - PARTIAL COMPLETION AND ACCEPTANCE

If at any time prior to the issuance of the final certificate referred to in Section 42 hereinafter, any portion of the permanent construction has been satisfactorily completed, an if the Engineer/Architect determines that such portion of the permanent construction is not required for the operations of the Contractor but is needed by the Owner, the Engineer/Architect shall issue to the Contractor a certificate of partial completion, and thereupon or at any time thereafter the Owner may take over and use the portion of the permanent construction described in such certificate, and exclude the Contractor there from. The issuance of a certificate of partial completion shall not be constructed to constitute an extension of the Contractor's time to complete the portion of the permanent construction to which it relates if he has failed to complete it in accordance with the terms of this contract.

The issuance of such a certificate shall not operate to release the Contractor or his sureties from any obligations under this contract or the performance bond. If any prior use increases the cost of or delays the work, the Contractor shall be entitled to extra compensation, or extension of time, or both, as the Engineer/Architect may determine, unless otherwise provided.

SEC. 27 - PAYMENTS WITHHELD PRIOR TO FINAL ACCEPTANCE OF WORK

The Owner, as a result of subsequently discovered evidence, may withhold or nullify the whole or part of any payment certificate to such extent as may be necessary to protect himself from loss caused by:

(a) Defective work not remedied.
(b) Claims filed or reasonable evidence indicating probable filing of claims by other parties against the Contractor.
(c) Failure of the Contractor to make payments properly to Subcontractors or for material or labor.
(d) Damage to another contractor.

When the above grounds are removed or the Contractor provides a Surety Bond satisfactory to the Owner which will protect the Owner in the amount withheld, payment shall be made for amounts withheld, because of them.

No money may be withheld under (b) and (c) above if a payment bond is included in the Contract.

SEC. 28 - CONTRACTOR'S INSURANCE

The Contractor shall secure and maintain such insurance policies as will protect himself, his Subcontractors, and unless otherwise specified, the OWNER, from claims for bodily injuries, death or property damage which may arise from operations under this Contract whether such operations be by him self or by any Subcontractor or anyone employed by them directly or indirectly. The following insurance policies are required.

(a) Statutory Worker's Compensation.
(b) Contractor's Public Liability and Property Damage -

Bodily Injury:
each person _____ $_____
each occurance _____ $ 1,000,000
SEE INSTRUCTIONS TO BIDDERS
Property Damage:
each accident _____ $_____
aggregate _____ $ 1,000,000

SEC. 28 - CONTRACTOR'S INSURANCE Continued

(c) Automobile Public Liability and Property Damage -
Bodily Injury
each person _____ $ 300,000
each accident _____ $ 500,000
SEE INSTRUCTIONS TO BIDDERS
Property Damage
each accident _____ $ 100,000

All policies shall be for not less than the amounts set forth above or stated in the Special Conditions. Other forms of insurance shall also be provided if called for by the Special Conditions.

Certificates and/or copies of policy of such insurance shall be filed with the Engineer/Architect, and shall be subject to his approval as to adequacy of protection, within the requirements of the Specifications. Said certificates of insurance shall contain a 10 days' written notice of cancellation in favor of the Owner.

SEC. 29 - SURETY BONDS

The Owner shall have the right, prior to the signing of the Contract, to require the Contractor to furnish bond covering the faithful performance of the Contract and the payment of all obligations arising there under, in such form as the Owner may prescribe in the bidding documents and executed by one or more financially responsible sureties. If such bonds are required the premium shall be paid by the Contractor. The Owner may require additional bond if the contract is increased appreciably.

GENERAL CONDITIONS OF CONTRACT Continued.....

SEC. 30 – ASSIGNMENT

Neither party to the Contract shall assign the Contract or sublet it as a whole without the written consent of the other, nor shall the Contractor assign any moneys due to him or to become due to him hereunder, except to bank or financial institution acceptable to the Owner.

SEC. 31 - RIGHTS OF VARIOUS INTERESTS

Whenever work being done by the Owner's or by other contractor's forces is contiguous to work covered by this Contract, the respective rights of the various interests involved shall be established by the Engineer/Architect, to secure the completion of the various portions of the work in general harmony.

SEC. 32 - SEPARATE CONTRACTS

The Owner reserves the right to let other contracts in connection with this project. The Contractor shall afford other contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work, and shall properly connect and coordinate his work with theirs.

If the proper execution or results of any part of the Contractor's work depends upon the work of any other contractor, the Contractor shall inspect and promptly report to the Engineer/Architect any defects in such work that render it unsuitable for such proper execution and results.

SEC. 33 - SUBCONTRACTS

The Contractor shall, as soon as practical after signing of the Contract, notify the Engineer/Architect in writing of the names of Subcontractors proposed for the work.

The Contractor agrees that he is as fully responsible to the Owner for the acts and omissions of his Subcontractors and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

Nothing contained in the Contract Documents shall create any contractual relation between any Subcontractor and the Owner.

SEC. 34 - ENGINEER'S/ARCHITECT'S STATUS

The Engineer/Architect shall perform technical inspection of the work. He has authority to stop the work whenever such stoppage may be necessary to insure the proper execution of the contract. He shall also have authority to reject all work and materials which do not conform to the Contract and to decide questions which arise in the execution of the work.

SEC. 35 - ENGINEER'S/ARCHITECT'S DECISIONS

The Engineer/Architect shall, within a reasonable time after their presentation to him, make decisions in writing on all claims of the Owner or the Contractor and on all other matters relating to the execution and progress of the work or the interpretation of the Contract Documents.

SEC. 36 - LAND FOR WORK

The Contractor shall provide as indicated on Drawings No. --N/A and not later than the date when needed by the Contractor the lands upon which the work under this Contract is to be done, right-of-ways for access to same, and such other lands which are designated on the Drawings for the use of the Con tractor. Such lands and right-of-ways shall be adequate for the performance of the Contract. Any delay in the furnishing of these lands by the Owner shall be deemed proper cause for an equitable adjustment in both Contract price and time of completion.

SEC. 37 - LAND FOR WORK Continued.....

The Contractor shall provide at his own expense and without liability to the Owner any additional land and access thereto that may be required for temporary construction facilities, or for storage of material.

SEC. 38 - CLEANING UP

The Contractor shall remove at his own expense from the Owner's property and from all public and private property all temporary structures, rubbish and waste materials resulting from his operations. This requirement shall not apply to property used for permanent disposal of rubbish or waste, materials in accordance with permission of such disposal granted to the Contractor by the Owner thereof.

SEC. 39 - ACCEPTANCE AND FINAL PAYMENT

(a) Upon receipt of written notice that the work is substantially completed or ready for final inspection and acceptance, the Engineer/Architect will promptly make such inspection, and when he finds the work acceptable under the Contract and the Contract fully performed or substantially completed he shall promptly issue a certificate, over his own signature, stating that the work required by this Contract has been completed or substantially completed and is accepted by him under the terms and conditions thereof, and the entire balance found to be due the Contractor, including the retained percentage, less a retention based on the Engineer's/Architect's estimate of the fair value of the claims against the Contractor and the cost of completing the incomplete or unsatisfactory items of work with specified amounts for each incomplete or defective item of work, is due and payable.

SEC. 39 - ACCEPTANCE AND FINAL PAYMENT

The date of substantial completion of a project or specified area of a project is the date when the construction is sufficiently completed in accordance with the Contract Documents as modified by any change orders agreed to by the parties so that the Owner can occupy the project for the use for which it was intended.

(b) Before issuance of final payment, the Contractor, if required in the Special Conditions, shall certify in writing to the Engineer/Architect that all payrolls, material bills, and other indebtedness connected with the work have been paid, or otherwise satisfied, except that in case of disputed indebtedness or liens, if the Contract does not include a payment of all such disputed amounts, including all related costs and interest in connection with said disputed indebtedness or lien which the Owner may be compelled to pay upon adjudication.

(c) The making and acceptance of the final payment shall constitute a waiver of all claims by the Owner, other than those arising from unsettled liens, from faulty work appearing within a one year guarantee period from date of acceptance, from the requirements of the Drawings and Specifications, or from the manufacturer's guarantees. It shall also constitute a waiver of all claims by the Contractor, except those previously made and still unsettled.

(d) If after the work has been substantially completed, full completion thereof is materially delayed through no fault of the Contractor's and the Engineer/Architect so certifies, the Owner shall, upon certificate of the Engineer/Architect, and without terminating the contract, make payment of the balance due for that portion of the work fully completed and accepted. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

(e) If the Owner fails to make payment as herein provided, there shall be added to each such payment daily interest at the rate of 6 per cent annum commencing on the first day after said payment is due and continuing until the payment is delivered or mailed to the Contractor.

GENERAL CONDITIONS OF CONTRACT Continued.....

SEC. 40 - GENERAL GUARANTY

Neither the final certificate of payment nor any provision in the Contract Documents nor partial or entire occupancy of the premises by the Owner shall constitute an acceptance of work not done in accordance with the Contract Documents or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall guarantee all materials and equipment furnished and work performed for a period of one (1) year from the date of Substantial Completion.

The Contractor warrants and guarantees for a period of one (1) year from the date of Substantial Completion of the system that the completed system is free from all defects due to faulty materials or workmanship and the Contractor shall promptly make such corrections as may be necessary by reason of such defects including the repairs of any damage to other parts of the system or other work resulting from such defects.

The Owner will give notice of observed defects with reasonable promptness. In the event that the Contractor should fail to make such repairs, adjustments, or other work that may be made necessary by such defects, the Owner may do so and charge the Contractor the cost thereby incurred. The Performance Bond shall remain in full force and effect through the guarantee period.

SEC. 41 - SHOP DRAWINGS

The approval of (shop) drawings by the Engineer/Architect shall not be construed as a complete check, but will indicate only that the general method of construction and detailing is satisfactory. Approval of such drawings will not relieve the contractor of the responsibility for any error which may exist as the contractor shall be responsible for the dimensions and design of adequate connections, details and satisfactory construction of all work.

SEC. 42 - TESTING

All testing authorized by the Engineer/Architect that meets specification requirements will be paid for by the Owner; however, tests on materials that fail will be billed to and paid for by the Contractor.

SEC. 43 - PAYMENT SCHEDULE

Contractor to submit to the County, Certificate for Payment on or before the 1st of the month. County to reciprocate with payment on or before the 30th of the same month.

GENERAL CONDITIONS OF CONTRACT Continued.....

SEC. 44 - RETAINAGE

Contracts equaling a total amount of $400,000.00 or over will bear a retainage of five (5) percent (%) on each partial disbursement. Contracts totaling less then $400,000.00 will bear a retainage of ten (10) percent (%) on each partial disbursement.

SEC. 45 - OVERTIME

Time and one half will be paid for all hours worked in excess of forty (40) hours in one workweek.

SEC. 46 - INDEMNITY AND HOLD HARMLESS AGREEMENT

The CONTRACTOR will indemnify and hold harmless the owner and the Engineer/Architect and their agents and employees from any and all claims, damages, losses and expenses, including attorneys fees such attorneys fees shall include the duty to defend, arising out of or resulting from the performance of the WORK, and provided that any such claims, damage, loss or expenses attributable to bodily injury, sickness, death or to any injury to destruction of tangible property, including the loss of use resulting therefrom, is caused in whole or in part by any negligent or willful act or admission of the CONTRACTOR, SUBCONTRACTOR, anyone directly or indirectly employed by them or anyone for whose acts any of them may be liable, and specifically this indemnification shall extend to any negligent act or admission of owner or owner's agents or employees relating thereto.

*** * * END OF SECTION * * ***

SPECIAL ITEM - PRICE OF MATERIALS AND STATE SALES TAX

In accordance with the Limited Sales Excise and Use Tax Act, Chapter 20, Title 122a, Taxation-General, R.C.S. Texas 1925 and amendment's thereto, all tangible personal property used in public works projects by any county, city, special district, or any other political subdivision of the State is exempt from State and City sales tax where applicable. However, in order to be entitled to this exemption, the contractor's bid as well as the contract between the owner and contractor must segregate and tangible personal property to be included in the project and to be included in the bid price. The amount to be filled in has reference to all of such materials and other tangible property actually incorporated into the final result of the work covered by the contract, all in accordance with the above law.

Tangible personal property means personal property which may be seen, weighed, measured, felt, or touched, or which is in any other manner perceptible to the senses.

After the award of the contract, the owner will upon written request from the contractor furnish the contractor with an exemption certificate from the Texas Limited Sales excise and Use Tax Act, including the local sales and use Tax Act in an amount not exceeding the bid price and the contract price for materials and other tangible personal property. Such written request must contain a statement to the effect that such materials or property have been or will be utilized in the performance of the contract to the full extent of the amount for which a Certificate of Exception is requested. The following forms are suggested for the contractor's request for Certificate of Exemption and the Exemption Certificate:

EXEMPTION CERTIFICATE

TEXAS LIMITED SALES, USE, AND EXCISE TAX

TO: County of Hidalgo **DATE:** _____

RE: Hidalgo County "RENA RAE SUBDIVISION NEW CURB AND GUTTER"

The undersigned hereby claims an exemption from payment of taxes under Chapter 20, Title 122a Revised Civil Statute of Texas, for the purchase of the tangible personal property described below or on the attached statement, which is made a part hereof and which will be used in connection with the subject contract between the undersigned and_____

_____

Contractor for the following project:

Hidalgo County "RENA RAE SUBDIVISION NEW CURB AND GUTTER"

The reason that the undersigned is claiming this exemption is that said materials and tangible personal property are to be purchased and will be used in a manner and for a purpose exempt by the terms of said Act from the payment of taxed in that the owner is a county, city, special district, or other political subdivision of the State of Texas, and that such materials and property will be used exclusively in the construction of a public facility by the owner.

The purchaser will be liable for payment of the limited sales and use tax if the purchaser uses the tangible personal property in some manner or for some other use than listed above and shall pay the tax based on the price paid for the tangible personal property.

The description of said property and the amount to be paid therefore are as follows:

(If there is not sufficient space to describe said property, use a separate attachment).

_____

Owner

REQUEST BY CONTRACTOR FOR CERTIFICATE OF

EXEMPTION FROM TEXAS LIMITED SALES, EXCISE

AND USE TAX

Date:_____

To: County of Hidalgo

Re: Hidalgo County "RENA RAE SUBDIVISION NEW CURB AND GUTTER"

The undersigned contractor hereby requests a Certificate of Exemption from payment of taxes under Chapter 20, Title 122a, Revised Civil Statutes of Texas, in the amount of $_____, which is an amount not exceeding the contract price of all materials and other tangible personal property to be furnished in connection with the subject project.

The undersigned hereby represent that such materials and property have been or will be utilized in the performance of the contract to the contract to the full extent of the amount for which such Certificate of Exemption is requested.

_____

_____

Contractor

GENERAL CONSTRUCTION AND SPECIFICATIONS

INTENT OF PLANS AND SPECIFICATIONS:

The intent of the plans and specifications is to prescribe a complete work or improvement which the Contractor undertakes to do, in full compliance with the plans, specifications, special provisions, proposal and contract. The Contractor shall do all work as provided in the plans, specifications, special provisions, proposal and contract and shall do such additional work as may be considered necessary to complete the work in a satisfactory and acceptable manner. The Contractor shall furnish all labor, tools, materials, machinery, equipment and incidentals necessary to the prosecution of the work.

FINAL CLEAN-UP:

Upon the completion of the work and before acceptance and final payment will be made, the Contractor shall clean and remove from the site of the work, surplus and discarded materials, temporary structures and debris of every kind. He shall leave the site of the work in a neat and orderly condition equal to that which originally existed. Surplus and waste materials removed from the site of the work shall be disposed of at locations satisfactory to the Engineer/Architect. Grounds around any structure shall be dressed to final grade as shown on plans.

EXISTING STRUCTURES:

The plans show the locations of all known surface and sub-surface structures. However, the exact location of gas mains, water mains, conduits, sewers, etc., is unknown and the Owner assumes no responsibility for failure to show any or all of these structures on the plans or to show them in their exact location. It is mutually agreed that such failure will not be considered sufficient basis for claims for additional compensation for extra work or for increasing the pay quantities in any manner whatsoever, unless the obstruction encountered is such as necessitates, or requires the building of special work, provision for which is not made in the plans and proposal, in which case the provisions in these specifications for extra work shall apply.

COORDINATION OF PROJECT:

The plans, these specifications, the proposal, special provisions and all supplementary documents are intended to describe a complete work and are essential parts of the contract. A requirement occurring in any of them is binding. In case of discrepancies, figured dimensions shall govern over specifications; special provisions shall govern over both general and standard specifications; and plans and quantities shown on the plans shall govern over those shown in the proposal. The Contractor shall not take advantage of any apparent error or omission in the plans and specifications and the Engineer/ Architect shall be permitted to make such corrections or interpretations as may be deemed necessary for the fulfillment of the intent of the plans and specifications. In the event the Contractor discovers an apparent error or discrepancy, he shall immediately call this to the attention of the Engineer/Architect.

GENERAL CONSTRUCTION AND SPECIFICATIONS Continued

COOPERATION OF CONTRACTOR

The Contractor shall give to the work the consistent attention necessary to facilitate the progress thereof, and he shall cooperate with the Engineer/ Architect, his inspectors, and with other contractors in every way possible.

WAGES:

All employees directly employed on the work shall be paid the prevailing wage scale for work of a similar character in this locality. Minimum wage scale is also included in these specifications.

MATERIALS - GENERAL:

The materials shall be the best procurable, as required by the plans, specifications and special provisions. The Contractor shall not start delivery of materials until the Engineer/Architect has approved the source of supply. Only materials conforming to these specifications shall be used in the work and such materials shall be used only after approval has been given by the Engineer/Architect and only so long as the quality of said materials remains equal to the requirements of the specifications. The Contractor shall furnish approved materials from other sources, if for any reason the product from any source at any time before commencement or during the prosecution of the work proves unacceptable. After approval, any material which has become mixed with or coated with dirt or any other foreign substances during its delivery and handling will not be permitted to be used in the work.

MATERIAL STORAGE:

Any and all materials, such as cement, lime, mill work, or other materials or equipment subject to deterioration by exposure to weather or other factors, shall be stored in such a manner to protect them from deterioration or damage preceding the time they become a permanent part of final structures.

"OR EQUAL" CLAUSE:

Whenever a material, or article required is specified or shown on the plans by using the name of the proprietary product, or of a particular manufacturer or vendor, any material or article which will perform adequately the duties imposed by the general design will be considered equal and satisfactory, provided the material or article so proposed is of equal substance and function, and only after written approval by the Engineer/Architect.

CONSTRUCTION JOINTS:

Construction joints are to be kept to a minimum number, but when necessary they shall be designated in the plans or upon the approval of the Engineer/Architect. When pouring is stopped, dowels and 6-inch dumbbell Servicized polyvinyl plastic waterstops are to be inserted. Construction joints in walls shall be horizontal, unless otherwise allowed by the Engineer/Architect.

GENERAL CONSTRUCTION AND SPECIFICATIONS Continued

WALL AND FLOOR OPENINGS:

Openings may be left in walls and floors while forms are being built, so that piping or wall sleeves may later be inserted in the openings when piping is put in place. Provision shall be made in these openings for concreting the piping and thimbles securely in place so that watertight joints will be secured.

All wall and floor openings are to be closed by general Contractor regardless of whether piping or fittings are furnished or installed by others.

PAINTING:

All exposed metal surfaces of every nature, such as pumps, piping, general equipment, window frames, valves, fittings, gratings, etc., shall receive one rust inhibitive primer coat followed by two coats of machinery enamel. Colors for enamel finish coats to be selected by Owner or Engineer/Architect.

All wood surfaces are to receive one primer coat and two coats of first grade outside oil paint. Colors to be selected by Owner or Engineer/ Architect.

Any specific structure, or portions of structure, which provides for occupancy or use by operations, or houses general equipment or supplies; whether structure is masonry or concrete; shall be painted inside and outside as directed by Engineer/Architect. An alkali resisting primer coat shall be first applied followed by two coats of first class oil paint especially prepared for concrete or masonry surfaces. Any questions regarding foregoing shall be clarified to his satisfaction by bidding Contractor before submitting a bid on project. Colors to be selected by Owner or Engineer/Architect.

HARDWARE:

All hardware must be strictly standard first grade, Contractor's choice, and approved by Engineer/Architect.

TELEPHONE CABLES:

Contractor shall notify Southwestern Bell Telephone Co. 24 hours in advance of work in the vicinity of buried telephone cables. No work shall be performed in vicinity of cable except in presence of telephone company representatives.

GAS LINES:

Contractor shall notify Rio Grande Valley Gas Co. 24 hours in advance or work in the vicinity of gas distribution lines and the proper transmission company in the case of transmission gas lines.

GENERAL CONSTRUCTION AND SPECIFICATIONS Continued..

RAILROAD CROSSINGS:

Construction methods and materials for railroad crossings shall be in strict compliance with railroad company requirements. No work shall be started on railroad crossings until properly coordinated with the roadmaster 48 hours prior to beginning work.

CANAL CROSSINGS:

Construction methods and materials for canal crossings shall be in strict compliance with water district requirements. No work shall be started on canal right-of-ways until properly coordinated with the water district.

WAGE DETERMINATION

GENERAL DECISION: **TX20070029** 02/09/2007 TX29

Date: February 9, 2007
General Decision Number: **TX20070029** 02/09/2007

Superseded General Decision Number: TX020030029

State: Texas

Construction Types: Heavy and Highway

Counties: Cameron, Hidalgo and Webb Counties in Texas.

Heavy (excluding tunnels and dams) and Highway Construction Projects (does not include building structures in rest area projects). *NOT TO BE USED FOR HEAVY PROJECTS in Nueces and San Patricio Counties.

Modification Number	Publication Date
0	02/09/2007

* SUTX2005-004 01/05/2005

	Rates	Fringes
Asphalt Distributor Operator	$ 9.57	0.00
Asphalt paving machine operator	$ 9.73	0.00
Asphalt Raker	$ 7.50	0.00
Asphalt Shoveler	$ 9.35	0.00
Broom or Sweeper Operator	$ 7.55	0.00
Bulldozer operator	$ 9.28	0.00
Carpenter	$ 10.20	0.00
Concrete Finisher, Paving	$ 10.73	0.00
Concrete Finisher, Structures	$ 9.59	0.00
Concrete Rubber	$ 9.87	0.00
Crane, Clamshell, Backhoe, Derrick, Dragline, Shovel Operator	$ 10.83	0.00
Flagger	$ 7.40	0.00
Form Builder/Form Setter, Structures	$ 9.16	0.00
Form Setter, Paving & Curb	$ 10.50	0.00
Foundation Drill Operator, Truck Mounted	$ 12.50	0.00
Front End Loader Operator	$ 8.61	0.00
Laborer, common	$ 7.69	0.00
Laborer, Utility	$ 9.05	0.00
Mechanic	$ 10.81	0.00
Motor Grader Operator, Fine Grade	$ 11.91	0.00
Motor Grader Operator, Rough	$ 11.27	0.00
Pipelayer	$ 8.44	0.00
Reinforcing Steel Setter	$ 10.44	0.00
Roller Operator, Pneumatic, Self-Propelled	$ 7.16	0.00
Roller Operator, Steel Wheel, Flat Wheel/Tamping	$ 7.17	0.00
Roller Operator, Steel Wheel, Plant Mix Pavement	$ 8.00	0.00
Scraper Operator	$ 8.61	0.00
Servicer	$ 8.81	0.00

Tractor operator, Pneumatic	$ 8.50	0.00
Traveling Mixer Operator	$ 8.30	0.00
Truck driver, lowboy-Float	$ 10.82	0.00
Truck driver, Single Axle, Heavy	$ 9.43	0.00
Truck driver, Single Axle, Light	$ 9.19	0.00
Truck Driver, Tandem Axle, Semi-Trailer	$ 8.01	0.00
Welder	$ 10.31	0.00
Work Zone Barricade Servicer	$ 8.40	0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an

interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

==========

END OF GENERAL DECISION

Technical Specifications

1. Concrete Gutter/Valley Gutter
2. Curb and Gutter
3. Driveway Repair
4. Traffic Control

Concrete Gutter/Valley Gutter

1.1. Description:

Concrete Gutter shall consist of Portland Cement combined concrete gutter with or without reinforcing steel as required, constructed on an approved subgrade or foundation material in accordance with these specifications, in conformity with the lines and grades established by the Engineer and details shown on the plans. Item 529 of the TxDOT Standard Specifications 1995 shall apply.

2.1. Materials:

The materials shall conform to section 529.2 of the TxDOT Standard Specifications 1995.

3.1. Construction Methods:

The construction methods shall conform to section 529.3 of the TxDOT Standard Specifications 1995.

4.1. Measurement:

Concrete gutter will be measured by the linear foot, complete, in place.

5.1. Payment:

Payment shall be in conformance with section 529.5 of the TxDOT Standard Specifications 1995.

End of Section

Curb and Gutter

1.1. Description:

"Concrete Curb and Gutter" shall consist of Portland Cement combined concrete curb and gutter with or without reinforcing steel as required, constructed on an approved subgrade or foundation material in accordance with these specifications, in conformity with the lines and grades established by the Engineer and details shown on the plans. Item 529 of the TxDOT Standard Specification 1995 shall apply.

2.1. Materials:

The materials shall conform to section 529.2 of the TxDOT Standard Specifications 1995

3.1. Construction Methods:

The construction methods shall conform to section 529.3 of the TxDOT Standard Specifications 1995.

4.1. Measurement:

Concrete curb and gutter will be measured by the linear foot, complete, in place.

5.1. Payment:

Payment shall be in conformance with section 529.5 of the TxDOT Standard Specifications 1995.

End of Section

Specifications for Driveway Repairs

1.1. Description:

This item shall govern for driveways, with or without reinforcing steel, composed of portland cement concrete constructed on approved subgrade, foundation material or finished surface in accordance with the lines and grades established by the engineer and in conformance with details shown on the plans.

1.2. Materials:

Concrete shall be class “a” concrete meeting the requirement of the item “concrete for structures” or concrete as specified in the items of “concrete pavement” in TxDot 1982 specification.

Reinforcing steel, if required shall conform to the requirements of the item “reinforcing steel”.

1.3. Construction Methods:

The subgrade foundation, or pavement surface shall be shaped to lines, grades, and cross sections, hand tamped and sprinkled. If dry, the subgrade or foundation material shall be sprinkled lightly immediately before concrete is deposited thereon.

Outside forms shall be of wood or metal, of a section satisfactory to the engineer, straight, free of warp and of a depth equal to the depth required. They shall be securely staked to line and grade, and maintained in a true position during the depositing of concrete.

The reinforcing steel, if required, shall be placed in position as required by the plans. Care shall be exercised to keep all steel in its proper location.

After the concrete has been struck off and after it has become sufficiently set, the exposed surfaces shall be thoroughly worked with a wooden float.

Where driveway a but a curb or retaining wall, approved expansion material shall be placed along their entire length. Similar expansion material shall be placed around all obstruction protruding through driveways.

End of Section

Traffic Control

1.1. General:

The Contractor who undertakes to perform any work upon, in, under, above or about any public right-of-way, which requires that any public right-of-way be partially or completely closed for construction and/or maintenance operation, shall use barricades, signals, flags, flares, and all other traffic control and warning devices and procedures about the work area during the duration of the work within the public right-of-way. It will be the responsibility of the Contractor to provide, erect, place and maintain all warning signs, traffic control devices and barricades.

2.1. Traffic Control Elements:

There are various types of traffic control devices that may be used within the County of Hidalgo for proper traffic control. These elements consist of the following:

2.1.1. Barricades:

Three main types of barricades shall be employed within the County of Hidalgo, Types I, II and III allowed to enter work area. Type III barricades shall be used to prohibit the movement of are illustrated on Figure 1. Type I and Type II barricades may be used when traffic is to be traffic within the work area. Type III barricades are usually not movable, thus they should not be used when barricades mobility is desired.

2.1.2. Cones:

Cones should be used, to channelize traffic through and around construction and maintenance areas. The required cone spacing shall be as follows:

CONE SPACING

TRAFFIC SPEED M.P.H.	SPACING BETWEEN CONES	NUMBER OF CONES	DISTANCE COVER FT.
BELOW 15	10’	30	300’
25	20’	15	300’
30	25’	12	300’
35	30’	10	300’
40	35’	10	300’
45	40’	12	500’
50	45’	12	500’
55	50’	10	500’
60 ABOVE	55’	10	500’

2.1.3. Signs:

Advance warning signs shall be placed sufficiently ahead of the work area to give the motorist sufficient time to stop if necessary, before reaching the work area. The recommended distance for placing advance warning signs and traffic cones are as shown on Table II:

TABLE II - SIGN PLACEMENT

TRAFFIC SPEED M.P.H.	INITIAL SIGN DISTANCE FEET
10	300’
20	300’
30	300’
40	500’
50	500’
60	700’
70	700’

2.1.4. Flagpersons:

Flagpersons shall be placed far enough from the work site so that vehicles will have sufficient distance to slow down before entering the project area, but not so far as to allow vehicles to speed up before entering the work site. Under no circumstance will the flagperson stand in the moving traffic lane. The flagperson will wear an orange vest and/or an orange cap.

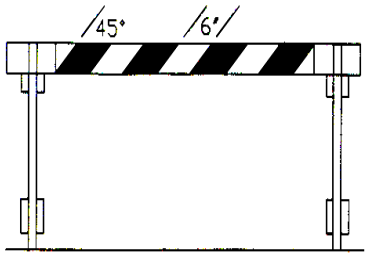
3.1. Night Traffic Control:

At night, when clarity and distance of vision are sharply curtailed, adequate artificial lighting will be needed to call attention to and to indicate the actual location of obstructions and hazards. These artificial light sources include flood lights, steady burning units, hazard identification beacons, and torches and lanterns. Torches and lanterns, when used, should be in place and lighted from sunset to sunrise.

4.1. Payment:

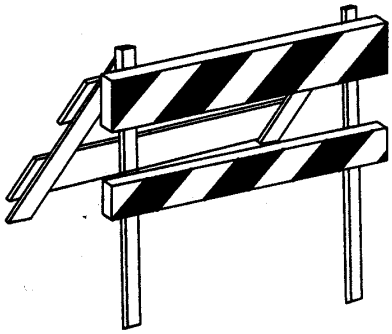
The work and materials prescribed will not be paid for directly, but shall be included in the unit price bid for the items of construction in which this work and materials are to be used.

Type I Barricade

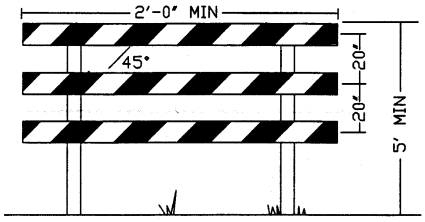


ENTIRE BARRICADE SHALL BE WHITE EXCEPT FOR THE RAILS WHICH SHALL HAVE ORANGE AND WHITE STRIPING

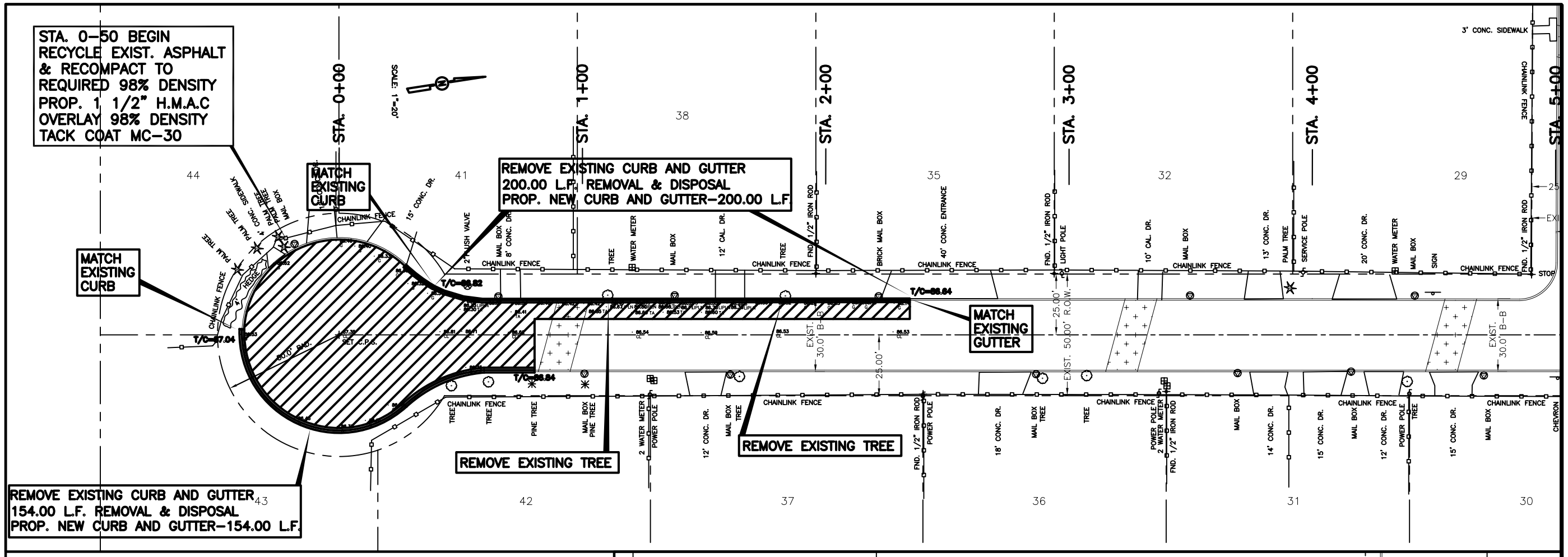
Type II Barricade



Type III Barricade



End of Section

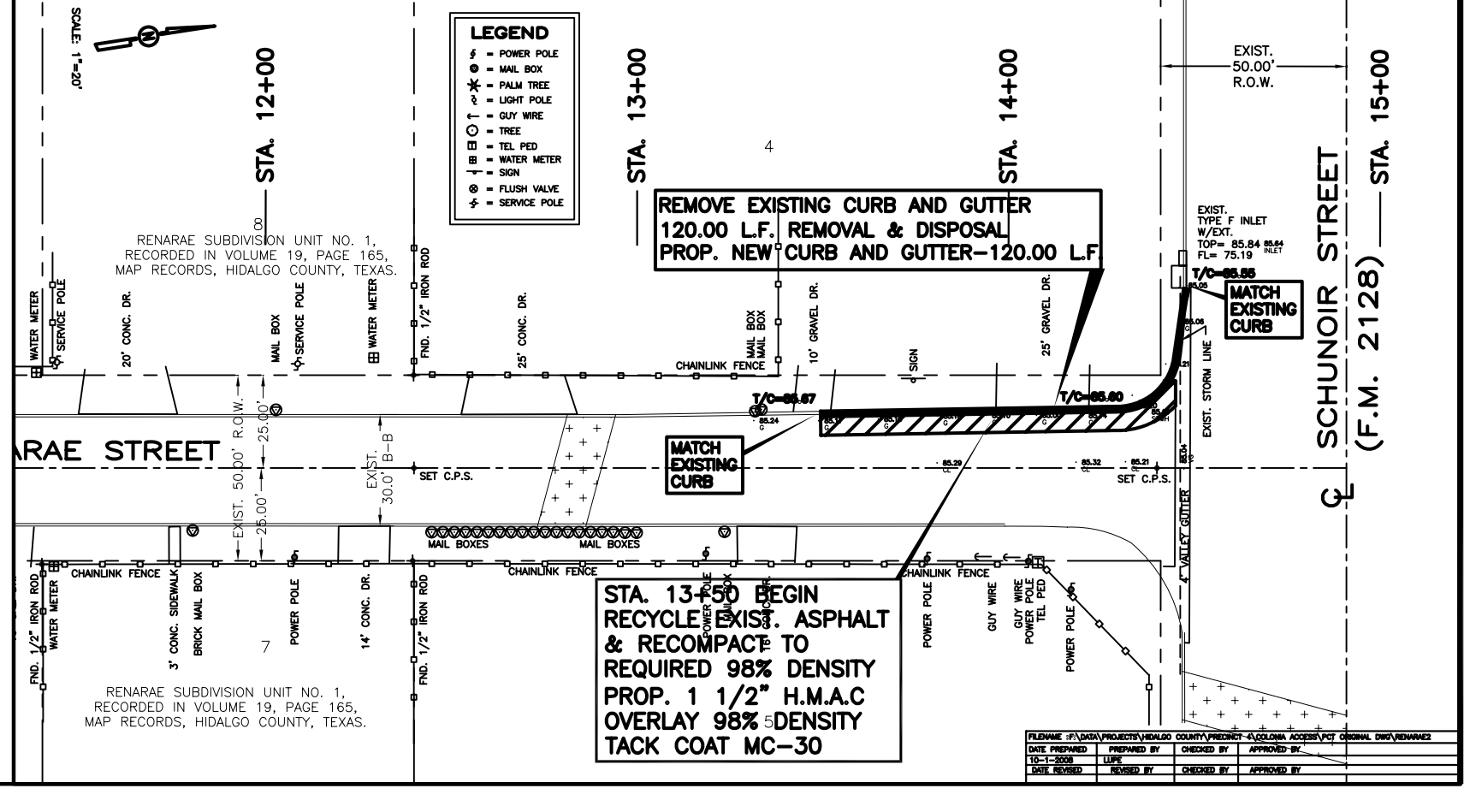


TACK COAT TO BE APPLIED PRIOR TO LAYING OF ASPHALT. NO DIRECT PAYMENT FOR THIS WORK.

PROPOSED OVERLAY ASPHALT PAVEMENT WILL BE WITHIN EXISTING STREET CURB

PROPOSED ASPHALT PAVEMENT WITH 165 LBS.\S.Y. OF H.M.A.C.

LEGEND
- = POWER POLE
- = MAIL BOX
- = FIRE HYDRANT
- = PALM TREE
- = WATER VALVE
- = GUY WIRE
- = TREE
- = TEL PED
- = WATER METER
- = SIGN
- = ALUM. POLE
- = LIGHT POLE



JOB NO.	
DATE	10-1-2008
REVISION	
SCALE	1"=20'
DRAWN BY	LUPE
SHEET	

HIDALGO COUNTY PRECINCT No. 4
ROAD AND BRIDGE
PAVING IMPROVEMENTS PROJECT
RENARAE STREET

DATE PREPARED	PREPARED BY	CHECKED BY	APPROVED BY
10-1-2008	LUPE		
DATE REVISED	REVISED BY	CHECKED BY	APPROVED BY

FILENAME: I:\DATA\PROJECTS\HIDALGO COUNTY\PRECINCT 4\COLONIA ACCESS\PCT ORIGINAL DWG\RENARAE2

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

AI-12760 **21.E.3.**

SOQ - PCT 4 APPRAISERS - San Carlos Drainage Improvement Project
CC REGULAR

Date: 12/16/2008
Submitted By: Laura Moya, PURCHASING DEPT.
Department: PURCHASING DEPT.

Agenda Category: Purchasing Department **Purchasing only:** Prct. 4

Information

CAPTION

A. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A)(4) a professional service for Appraisers for Hidalgo County Precinct No 4 "San Carlos Drainage Improvement Project";
B. Presentation of scoring grid (for the purposes of ranking by CC) of the firms graded & evaluated through the County's approved "pool" of appraisers in connection with professional Appraisers Services required for Hidalgo County Precinct No 4 "San Carlos Drainage Improvement Project";

1st._____; 2nd._____; 3rd._____;
C. Authority for the Purchasing Department to negotiate a professional appraiser services contract with the No.1 ranked firm of _____ for the provision of appraiser services for Hidalgo County Precinct No 4 "San Carlos Drainage Improvement Project".

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1204-431-00-124-036-0-733
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:
Available balance as of 12-12-08 $264,600.00

Attachments

Link: Grid

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	12/11/2008 02:58 PM	APRV
2	Budget & Management	Veronica Lopez	12/11/2008 02:59 PM	APRV
3	Manuel Chapa	Manuel Chapa	12/12/2008 08:14 AM	APRV
4	Auditor's Office	Linda Fong	12/12/2008 01:49 PM	APRV

Form Started By: Laura Moya Started On: 12/10/2008 02:45 PM

Final Approval Date: 12/12/2008

Agenda Item 12760

HIDALGO COUNTY Precinct No 4

FOR

"SAN CARLOS DRAINAGE IMPROVEMENT PROJECT"

GRID

APPRAISERS

	Leonel Garza Jr.	**Aguirre & Patterson, Inc**	**Professional Appraisal Services**
Evaluator No 1	**99**	**93**	**96**
Evaluator No 2	**98**	**95**	**95**
Total Scores	**98.5**	**94**	**95.5**
RANKING by Commissioner's Court			

AI-12771 **21.F.1.**

Mechanical Shaft Pipe Asbestos Abatement and install

CC REGULAR

Date:	12/16/2008
Submitted By:	Matilde Faz, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.

Agenda Category: Purchasing Department Purchasing only: Buildings & Grounds

Information

CAPTION

Presentation for discussion, consideration, acceptance and approval (award) of proposal (s) received from CAS Companies (awarded vendor for construction services through our membership/participation with Texas Interlocal Purchasing System (TIPS) contract #1052507 for the provision of labor, materials and related accessories, to include but not limited to additional unforeseen asbestos abatement & remediation to pipe insulation/install new pipes work at Courthouse mechanical room, through requisition #144603 in the total amount of $9,100.00.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 ACCT. #: 8-1100-419-40-220-001-0-431

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

BUDGETARY IMPACT:

Available balance is $33,639.47 as of 12/11/08.

Attachments

Link: Asbestos Removal

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	12/11/2008 12:55 PM	APRV
2	Budget & Management	Veronica Lopez	12/11/2008 03:01 PM	APRV
3	Dale Kennan	Dale Kennan	12/11/2008 03:40 PM	APRV
4	Auditor's Office		12/12/2008 05:24 PM	NEW

Form Started By: Matilde Faz Started On: 12/10/2008 03:36 PM

Final Approval Date: 12/12/2008

Requisition

Req # 00144603

PO #

Date: 12/03/08

Regular # 13771 12/16/08

Bill To: x
x

Vendor : 347647
CAS COMPANIES
111 BRAND LANE, STE 400
STAFFORD TX 77477
FAX (281)499-6655

Ship To: BUILDINGS & GROUNDS
100 E. CANO, 2ND FL
EDINBURG TX 78539

Contact: ALMA
956-289-7851

Contract No:

Special Instructions:
REQ 1494

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		TIPS CONTRACT NO. 1052507 DO NOT DUPLICATE ORDER		
1.00	EACH	Removal of Asbestos Pipe Insulation/Install New Pipe Insulation in Mechanical Room	9,100.00	9,100.00
		Account No	Encumbrance	
		8-1100-419-40-220-001-0-431	9,100.00	
			Freight	.00
			Total	9,100.00
		WORK ORDER # 08-2183		
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

TIPS

Authorized By: _____

144603

November 19, 2008

Javier Carreon
Project Manager
Hidalgo County Buildings & Grounds
PO Box 1356
Edinburg, Texas 78540

via email: javier.carreon@co.hidalgo.tx.us

RE: **Work Order Requests**
Hidalgo County Court House
Mechanical Shaft Pipe Asbestos Abatement and Install

CAS Quote # 2008-423ST-06

Dear Mr. Carreon:

CAS Companies (Clean Air Solutions) is pleased to provide you with this proposal for the repairs to the abatement of the pipe insulation and installation in the Mechanical Room.

CAS Companies is an approved contractor through **The Interlocal Purchasing System (TIPS) Contract No. 1052507** whom Hidalgo County would contract with to perform the work as described in the scope of work below.

This bid and the detailed services are being offered through Texas Interlocal Cooperation Act. By utilizing the TIPS program, Hidalgo County will automatically be dealing with a Qualified, Professional Contractor that meets the strict requirements for contract vendors and will be satisfying all state bid requirements. This results in savings to Hidalgo County by reducing the time and expense for the bid process and will allow the work to be completed in a more timely manner.

W.O. # 08-2183

11-19-08

Scope of Work

1. Abatement / removal of asbestos pipe insulation.
2. Install new pipe insulation.

Bid Amount $9,100.00

1708 Santa Ana Avenue
Rancho Viejo, Texas 78575
Phone: 888.599.4747
Fax: 956.350.2420

111 Brand Lane, Suite 400
Stafford, Texas 77477
Phone: 281.499.4747
Fax: 281.499.6655

CAS Companies requires a signed proposal by Hidalgo County Buildings & Grounds to schedule the work.

Sincerely,

Allan R. Moore

Allan R. Moore

Acceptance: _____

To schedule the work, please sign and fax back to our office (281) 499-6655.

By signing above, customer authorizes performance of the agreed to work and shall pay for the services and/or other services authorized and agreed to by customer. All charges shall be paid immediately upon completion of the performed services. Customer expressly agrees to pay all costs for collection of payment, if necessary, including attorney's fees and court costs. Interest on an open balance is billed at the higher of 2% per month or the maximum lawful rate.

In acceptance of this proposal submitted, please issue the Purchase Order to:

CAS Companies
111 Brand Lane, #400
Stafford, Texas 77477
Toll: 888-599-4747
Fax: 281-499-6655

Trades, Temporary Labor & Materials
Contract #
(Ref: TIPS)
Contact – Kim Thompson
866-839-8477

AI-12664 **21.G.1.**

Application for payment no. 2 Bernal and Highland Pct 1
CC REGULAR

Date: 12/16/2008
Submitted By: Marcie Jackson, COLONIA ACCESS PROGRAM
Submitted For: Agapito Vargas
Department: COLONIA ACCESS PROGRAM
Agenda Category: Purchasing Department **Purchasing only:** CAP Pct.1

Information

CAPTION

Presentation for consideration, discussion acceptance and approval of Application for Payment No. 2 in the amount of $47,419.20 from J.M. Construction contracted vendor for Bernal and Highland Subdivision submitted by project engineer TEDSI Infrastructure Group. C-CAP-08-004-02-20

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1311-431-00-121-318-1-733/734
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Amount available for PO# 605603 $5,193.56 as of 12-05-08 for J.M. Construction, Inc. in relation to Highland Subdivision in object code 733.

Amount available for PO# 605603 $41,224.80 as of 12-05-08 for J.M Construction, Inc. in relation to Highland Subdivision in object code 734.

FISCAL YEAR: 2008 **ACCT. #:** 8-1201-431-00-121-005-0-733
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Amount available for PO# 605603 $14,919.88 as of 12-05-08 for J.M. Construction, Inc. in relation to Bernal and Highland Subdivision object code 733.

Attachments

Link: Application for Payment No. 2 Bernal and Highland

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Laura Moya	Laura Moya	12/04/2008 04:04 PM	APRV
2	Purchasing Department	Marty Salazar	12/04/2008 10:39 PM	APRV
3	Budget & Management	Veronica Lopez	12/05/2008 07:53 AM	APRV
4	Veronica Lopez	Veronica Lopez	12/05/2008 09:57 AM	APRV

5	Auditor's Office	Linda Fong	12/12/2008 01:05 PM	APRV
Form Started By: Marcie Jackson			Started On: 12/04/2008 03:29 PM	
Final Approval Date: 12/12/2008				

APPLICATION FOR PAYMENT NO. 2

To: Hidalgo County (OWNER)
From: J.M. CONSTRUCTION (CONTRACTOR)
Contract: COLONIA ACCESS PROGRAM
Project: "ROAD &DRAINAGE CONSTRUCTION OF BERNAL-HIGHLAND SUBDIVISION"
OWNER's Contract No. C-CAP-08-004-02-20 ENGINEER's Project No. 2C-1080-105 & 071
For Work accomplished through the date of: 10-02-2008 .

1.	Original Contract Price:		$ 168,786.50
2.	Net change by Change Orders and Written Amendments (+ or -):		$
3.	Current Contract Price (1 plus 2):		$ 168,786.50
4.	Total completed and stored to date:		$ 109,333.50
5.	Retainage (per Agreement):		
	10 % of completed Work:	$ 10,933.35	
	% of stored material:	$ 0.00	
	Total Retainage:		$ 10,933.35
6.	Total completed and stored to date less retainage (4 minus 5):		$ 98,400.15
7.	Less previous Application for Payments:		$ 50,980.95
8.	DUE THIS APPLICATION (6 MINUS 7): P.O. 605603		$ 47,419.20

Accompanying Documentation: 8-1311-431-00-121-318-1-733-$5,193.56-<-519.36>=$4,674.20
8-1311-431-00-121-318-1-734-$38,502.00-<-3,850.20>=$34,651.80
8-1201-431-00-121-005-D-733-$8,992.44-<-899.24>=$8,093.20

CONTRACTOR'S Certification:

The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR's legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through _____ inclusive; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective.

Dated 12-2-08 J.M. Construction
CONTRACTOR
By: _____

State of Texas
County of Hidalgo
Subscribed and sworn to before me this 2
day of Dec., 2008

_____
Notary Public
My Commission expires: _____

GABRIEL CARILLO
Notary Public, State of Texas
My Commission Expires
March 30, 2011

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated 12-02-2008 **TEDSI Infrastructure Group**
ENGINEER
By: _____

INVOICE RECEIVED BY: _____ ON 12/3/08
GOODS/SERVICES RECEIVED BY: _____ ON 12/3/08

JM Construction Contractor Name
07-03-2008 Starting Date
10-31-2008 Project Ending Date
10% Retainage Percent

Application No. 2
Application Date: 12-01-2008
Period To: 10-02-2008
Engineer Firm: TEDSI Infrastructure Group

Summary

CSJ#	PROJECT NAME	Original Schedule Value	Revised Schedule Value	Payment Application No 1	Payment Application No 2	Payment Application No 3	Payment Application No 4	Total To Date	Balance To Finish	Retainage	Net	Payment To Date	Payment Due
2C-1080-392	Bernal - Highland	$168,786.50	$0.00	~~$0.00~~	$52,688.00	$0.00	$0.00	$109,333.50	$59,453.00	~~$5,266.80~~	~~$47,419.20~~	$109,333.50	$47,419.20
				56,645.50						10933.35	98,400.15		

Prepared and Checked By:

Signature: [signature]

Printed Name: Jose A. Sanchez

Date: 12/03/2008

Spoke to Jose Sanchez 12/4/08 3:38
will make corrections + re submit.

JM Construction Contractor Name
07-03-2008 Starting Date
10-31-2008 Project Ending Date
10% Retainage Percent

Application No. 2
Application Date: 12-01-2008
Period To: 10-02-2008
Engineer Firm: TEDSI Infrastructure Group

Summary

CSJ#	PROJECT NAME	Original Schedule Value	Revised Schedule Value	Payment Application No 1	Payment Application No 2	Payment Application No 3	Payment Application No 4	Total To Date	Balance To Finish	Retainage	Net	Payment To Date	Payment Due
2C-1080-392	Bernal - Highland	$168,786.50	$0.00	$0.00	$52,688.00	$0.00	$0.00	$109,333.50	$59,453.00	$5,268.80	$47,419.20	$109,333.50	$47,419.20

Prepared and Checked By:

Signature: _____

Printed Name: Jose A. Sanchez

Date: 12/03/2008

Estimate Quantity Update Worksheet Date: December 1, 2008

Colonia: Bernal and Highland Subdivision
Roadway: Central Ave (Highland Subdivision) Contractor: J.M. Contruction Date Began: July 3, 2008
Control: 2C-1080-392 Contract Price: $109,333.50 Contract Time: 120
Project No: C-CAP-08-004-02-20 Work Done this Mo.: $109,333.50 Time Charged: 62
County: Hidalgo County Precinct No.1 % Complete: 100.00% % Time Used: 51.67%
Est. No: 2

Work Type: Paving and Drainage
Limits:
From: Bernal & Highland Subdivision
To:

						July			August			Up to September 4, 2008			September 5 -October 2, 2008		
ITEM NO.	DESCRIPTION	UNIT	PROJECT QTY	Unit Price	Project Amount	MONTHLY QUANTITY	QTY to Date	Item Cost (Monthly)	MONTHLY QUANTITY	QTY to Date	Item Cost (Monthly)	MONTHLY QUANTITY	QTY to Date	Item Cost (Monthly)	MONTHLY QUANTITY	QTY to Date	Item Cost (Monthly)
	(901)ADMINISTRATIVE																
	(902) PRELIMINARY ENGINEERING																
	(903) CONSTRUCTION ENGINEERING																
	(904) RIGHT-OF-WAY																
	(905) ROADWAY CONSTRUCTION																
100	PREP R.O.W.	STA	16.03	$400.00	$6,412.00	16.030	16.030	$6,412.00	0.000	0	$0.00	0.000	0	$0.00	0.000	0	$0.00
134	Backfill (TY B)	STA	16.03	$200.00	$3,206.00	0.000	0	$0.00	16.030	16.030	$3,206.00	0.000	0	$0.00	0.000	0	$0.00
247	FL BS (Rdwy Del)(TY D, GR 6, CL 4)	CY	831	$20.00	$16,620.00	0.000	0	$0.00	831.000	831.000	$16,620.00	0.000	0	$0.00	0.000	0	$0.00
310	ASPH MATRL (MC-30)	GAL	891	$5.00	$4,455.00	0.000	0	$0.00	0.000	0	$0.00	0.000	0	$0.00	891.000	891.000	$4,455.00
340	ASPH Concrete (TY D)	TON	365	$81.00	$29,565.00	0.000	0	$0.00	0.000	0	$0.00	0.000	0	$0.00	365.000	365.000	$29,565.00
500	Mobilization	LS	1	$1,000.00	$1,000.00	1.000	1.000	$1,000.00	0.000	0	$0.00	0.000	0	$0.00	0.000	0	$0.00
502	Barricades, Signs and Traffic Handling	MO	1	$2,000.00	$2,000.00	1.000	1.000	$2,000.00	0.000	0	$0.00	0.000	0	$0.00	0.000	0	$0.00
530	Turnouts (ASPH-CONC-PAV)(PB-2)	SY	202	$21.00	$4,242.00	0.000	0	$0.00	0.000	0	$0.00	0.000	0	$0.00	202.000	202.000	$4,242.00
2500	EN-1 TREATED FLEX BASE	SY	4987	$2.50	$12,467.50	0.000	0	$0.00	0.000	0	$0.00	4987.000	4987.000	$12,467.50	0.000	0	$0.00
2500	EN-1 ROADBOND	GAL	28	$90.00	$2,520.00	0.000	0	$0.00	0.000	0	$0.00	28.000	28.000	$2,520.00	0.000	0	$0.00
5249	Temporary Sediment Control Fence	LF	80	$4.00	$320.00	80.000	80.000	$320.00	0.000	0	$0.00	0.000	0	$0.00	0.000	0	$0.00
5249	Temporary Sediment Control Fence (Remove)	LF	80	$3.00	$240.00	0.000	0	$0.00	0.000	0	$0.00	0.000	0	$0.00	80.000	80.000	$240.00
	(906) DRAINAGE																
464	18" RCP (CL III)	LF	80	$30.00	$2,400.00	0.000	0	$0.00	80	80.000	$2,400.00	0	0	$0.00	0	0	$0.00
467	SET (TY II)(18 IN)(RCP)©	EA	2	$600.00	$1,200.00	0.000	0	$0.00	2	2.000	$1,200.00	0	0	$0.00	0	0	$0.00
530	Driveways (CONC.)(4")	SY	82	$30.00	$2,460.00	0.000	0	$0.00	0.000	0	$0.00	0	0	$0.00	82	82.000	$2,460.00
530	Driveways (ASPH-CONC-PAV)(PB-1)	SY	451	$26.00	$11,726.00	0.000	0	$0.00	0.000	0	$0.00	0	0	$0.00	451	451.000	$11,726.00
556	15" Corrugated Pipe	LF	500	$17.00	$8,500.00	0.000	0	$0.00	500.000	500.000	$8,500.00	0	0	$0.00	0	0	$0.00

Monthly Totals:	$9,732.00	$31,926.00	$14,987.50	$52,688.00
ADMINISTRATIVE (901)				
PRELIMINARY ENGINEERING (902)				
CONSTRUCTION ENGINEERING (903)				
RIGHT-OF-WAY (904)				
Roadway (903):	$9,732.00	$19,826.00	$14,987.50	$38,502.00
Drainage (904):	$0.00	$12,100.00	$0.00	$14,186.00

Total to Date

Roadway (903):	$83,047.50
Drainage (904):	$26,286.00
Total	$109,333.50

Prepared and Checked By: Signature: Date: 12/03/2008

Printed Name: Jose A. Sanchez

8-1311-431-00-121-318-1-733 - $5,193.56 - (-519.367) = $4,674.20
8-1311-431-00-121-318-1-734 - $38,502.00 - (-3,850.20) = $34,651.80
8-1201-431-00-121-005-0-733 - $8,992.44 - (-899.24) = $8093.20

J.M. CONSTRUCTION

3701 Jade Street
Weslaco, Texas 78596
956-565-5222
956-514-4955 (FAX)
jm4955@aol.com

11/14/2008

To: TEDSI Infrastructure Group
1201 E. Expressway 83
Mission, Texas 78572
Proj: Road & Drainage Construction for Highland and Bernal Subdivisions - CAP-08-004-01-08-LRM
Attn: Joe Vasquez

Re: Highland and Bernal Subdivisions
Materials Suppliers Pay Request 2

Dear Joe,

The following is a list of material suppliers for the above referenced project. Please call if you have any questions.

1 . Frontera Materials, Inc.
P.O. Box 1917
Weslaco, Texas 78599
1-956-968-0349

Sincerely,

Juan Mendoza
President

PARTIAL/FINAL WAIVER OF LEIN

THE STATE OF TEXAS

COUNTY OF Hidalgo

The undersigned contracted with Hidalgo County to furnish Bernal and Highland Subdivisions in connection with certain improvements to real property located in Hidalgo County, Texas, and owned by Hidalgo County Precinct One Which improvements are described as follows:

Road and Drainage Construction for Bernal and Highland Subdivisions
CAP-08-004-01-09-LRM

In consideration of Pay Estimate No. 2 in the amount of Forty seven thousand four hundred nineteen dollars and twenty cents DOLLAR ($ 47,419.20) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, the undersigned does hereby waive and release any mechanic's lien or materialmen's lien or claims of lien that the undersigned has or hereafter has on the above mentioned real property on account of any labor performed or materials furnished or to be furnished or labor performed and materials furnished by the undersigned pursuant to the above-mentioned contract or any constitutional lien that the undersigned may have.

Undersigned hereby guarantees that all bids for labor performed and/or materials furnished in the erection and construction of such improvements on the Property have been fully paid and satisfied and Undersigned does further guarantee that if for any reason a lien or liens are filed for material or labor against said Property arising out of any bills for material or labor in connection with the erection or construction of said improvements thereon, Undersigned will obtain a settlement of such lien or liens and a proper release thereof shall be obtained.

CONTRACTOR

By: President
TITLE

SWORN TO AND SUBSCRIBED BEFORE ME, on this the 14 day of Nov., 2008, to certify which witness my hand and seal of office.

GABRIEL CARILLO
Notary Public, State of Texas
My Commission Expires
March 30, 2011

NOTARY PUBLIC in and for the State of Texas

My Commission Expires:

WAIVER OF LIEN

Hidalgo County Precinct #1
Hidalgo County, Texas
Highland and Bernal Subdivisions CAP-08-004-01-09-LRM

Re: Highland and Bernal Subdivisions (Pay Request 2)

In consideration of payment upon receipt of $23,616.44 (Invoice # 208-14097) which is hereby acknowledged, Frontera Materials, Inc. waives and releases any lien for materials furnished to J.M. Construction for use on the project commonly known as Highland & Bernal Subdivisions located in Hidalgo County, Texas. Frontera Materials, Inc. acknowledges that all payments hereto received on amount of materials furnished to the project have been accepted in full satisfaction of the liens or right to lien, waived hereunder. Provided further, that this release shall not become effective until all checks given us as part of the consideration hereof, shall have been honored and paid in full.

Frontera Materials, Inc.

STATE OF TEXAS

COUNTY OF Hidalgo

Subscribed and sworn to before me, the undersigned authority, on this the 19th day of November 2008 to certify which, witness my hand and seal of office.

R E GOMEZ
Notary Public, State of Texas
My Commission Expires
10-30-2011

My commission expires:

Notary Public, State of Texas
Notary's Name Printed:

Contract Time Statement

ESTIMATE NO. 2 CONTRACTOR JM Construction

PROJECT NO. CAP-08-004-02-20 COUNTY HIDALGO DATE WORK BEGAN 07/03/2008

TIME COMPUTED FROM 09/05/2008 DATE WORK COMPLETED 10/02/2008

MONTH	DATE OR DAYS	WORKING DAYS CHARGED	DAYS CREDITED AND REASONS THEREFORE	
September	26	26	0	HMAC TYPE D FOR ROADWAY AND DRIVEWAYS
October	2	2	0	CLEAN-UP
TOTAL	28	28	0	

NO. OF CONTRACT WORKING 28 NO. WORKING DAYS CHARGED TO DATE 63 RP1+28 RP2-29RAIN=62

ASSESSED LIQUIDATED DAMAGES: NO. N/A PER DAY $ TOTAL $ 0.00

CERTIFIED AS CORRECT (ONE COPY HAS BEEN GIVEN TO THE

RESIDENT ENGINEER

INSTRUCTIONS: PROJECT IDENTIFICATION SHOULD COVER CONTRACT. TIME CREDITED AND REASONS THEREFORE MUST CONFORM TO PROVISIONS OF CONTRACT. NO HOLIDAY CREDIT ALLOWED FOR DAYS PRECEDING OR FOLLOWING LEGAL HOLIDAYS. TIME SUSPENDED AND RESUMED MUST BE SUPPORTED BY COPY EACH OF LETTERS TO CONTRACTOR DATED ON OR BEFORE EFFECTIVE DATES. TIME EXTENSION MUST BE INDICATED AND REFERENCED TO RELATED PROVISION OF CONTRACT. SEE BOOKLET OF INSTRUCTIONS. CONSTRUCTION ESTIMATES DATED SEPTEMBER 1, 1956

Construction Project Inspection Diary

Equipment & Force	Bernal 0+22.00-10+37	Highland 0+40--16+43						Date: 9/05/08 Construction Activities and Comments:
Motorgrader		1						
Front End Loader								Crew watered down and compacted roadway. 12
Water Truck		1						Gallons of EN-1 placed. "Men At Work" signs.
Tandem Roller								
Backhoe Loader		1						
Dump Truck								
Smooth Drum Roller		1						
Pneumatic Roller								
Crew Truck		1						
Steel Wheel Roller								
Labor Force At Site:		3						
Labor Force At Site:								
Skilled:								
Intermediate:								
Unskilled:								
Weather: Clear: 95 degrees								
Time Charged Comments: 1 Day								**Signature:** John Paul Lugo

Construction Project Inspection Diary

Equipment & Force	Bernal 0+22.00-10+37	Highland 0+40--16+43						Date: 9/08/08 Construction Activities and Comments:
Motorgrader		1						
Front End Loader		1						Crew set & cut blutop on the North East end of
Water Truck		1						Central Avenue. L & G Lab testing was requested
Tandem Roller		1						for caliche compaction from J & M Construction
Backhoe Loader								at a section that was yet to be mixed with EN-1.
Dump Truck								Contract issues have delayed testing. "Men At
Smooth Drum Roller								Work" signs placed at location.
Pneumatic Roller		1						
Crew Truck		1						
Steel Wheel Roller								
Labor Force At Site:		3						
Labor Force At Site:								
Skilled:								
Intermediate:								
Unskilled:								
Weather: Clear: 89 degrees								
Time Charged Comments: 1 Day								**Signature:** John Paul Lugo

Construction Project Inspection Diary

Equipment & Force	Bernal 0+22.00-10+37	Highland 0+40--16+43						Date: 9/09/08 Construction Activities and Comments:
Motorgrader								
Front End Loader								No Work due to rain out.
Water Truck								
Tandem Roller								
Backhoe Loader								
Dump Truck								
Sheep Foot Roller								
Pneumatic Roller								
Crew Truck								
Steel Wheel Roller								
Labor Force At Site:								
Labor Force At Site:								
Skilled:								
Intermediate:								
Unskilled:								
Weather: Cldy: degrees								
Time Charged Comments: Day								**Signature:** John Paul Lugo

Construction Project Inspection Diary

Equipment & Force	Bernal 0+22.00-10+37	Highland 0+40--16+43						Date: 9/10/08 Construction Activities and Comments:
Motorgrader		1						
Front End Loader		1						Crew set & cut blutop on the North end of
Water Truck		1						Central Avenue. EN-1 was placed on south
Tandem Roller								section of Central Avenue. Crew watered down
Backhoe Loader								and compacted roadway.
Dump Truck								"Men At Work" signs placed at location.
Smooth Drum Roller		1						
Pneumatic Roller		1						
Crew Truck		1						
Steel Wheel Roller								
Labor Force At Site:		4						
Labor Force At Site:								
Skilled:								
Intermediate:								
Unskilled:								
Weather: Clear: 91 degrees								
Time Charged Comments: 1 Day								**Signature:** John Paul Lugo

Construction Project Inspection Diary

Equipment & Force	Bernal 0+22.00-10+37	Highland 0+40--16+43						Date: 9/11/08 Construction Activities and Comments:
Motorgrader		1						
Front End Loader		1						Crew set & cut blutop on the South end of
Water Truck		1						Central Avenue. Crew watered down and road.
Tandem Roller								MS-1 preparation ongoing.
Backhoe Loader								
Dump Truck								"Men At Work" signs placed at location.
Smooth Drum Roller		1						
Pneumatic Roller		1						
Crew Truck		1						
Steel Wheel Roller								
Labor Force At Site:		4						
Labor Force At Site:								
Skilled:								
Intermediate:								
Unskilled:								
Weather: Clear: 93 degrees								
Time Charged Comments: 1 Day								**Signature:** John Paul Lugo

Construction Project Inspection Diary

Equipment & Force	Bernal 0+22.00-10+37	Highland 0+40--16+43						Date: 9/12/08 Construction Activities and Comments:
Motorgrader		1						
Front End Loader		1						
Water Truck		1						Crew completed setting & cutting of bluetop of
Tandem Roller								Central Avenue. Crew watered down and road.
Backhoe Loader								MS-1 preparation ongoing.
Dump Truck								"Men At Work" signs placed at location.
Smooth Drum Roller		1						
Pneumatic Roller		1						
Crew Truck		1						
Steel Wheel Roller								
Labor Force At Site:		4						
Labor Force At Site:								
Skilled:								
Intermediate:								
Unskilled:								
Weather: Clear: 89 degrees								
Time Charged Comments: 1 Day								**Signature:** John Paul Lugo

Construction Project Inspection Diary

Equipment & Force	Bernal 0+22.00-10+37	Highland 0+40--16+43						Date: 9/15/08 Construction Activities and Comments:
Motorgrader								
Front End Loader								No Work due to rain out.
Water Truck								
Tandem Roller								
Backhoe Loader								
Dump Truck								
Sheep Foot Roller								
Pneumatic Roller								
Crew Truck								
Steel Wheel Roller								
Labor Force At Site:								
Labor Force At Site:								
Skilled:								
Intermediate:								
Unskilled:								
Weather: Cldy: degrees								
Time Charged Comments: Day								**Signature:** John Paul Lugo

Construction Project Inspection Diary

Equipment & Force	Bernal 0+22.00-10+37	Highland 0+40--16+43						Date: 9/16/08 Construction Activities and Comments:
Motorgrader								
Front End Loader								No Work due to rain out.
Water Truck								
Tandem Roller								
Backhoe Loader								
Dump Truck								
Sheep Foot Roller								
Pneumatic Roller								
Crew Truck								
Steel Wheel Roller								
Labor Force At Site:								
Labor Force At Site:								
Skilled:								
Intermediate:								
Unskilled:								
Weather: Cldy: degrees								
Time Charged Comments: Day								**Signature:** John Paul Lupo

Construction Project Inspection Diary

Equipment & Force	Bernal 0+22.00-10+37	Highland 0+40--16+43						Date: 9/17/08 Construction Activities and Comments:
Motorgrader								
Front End Loader								No Work due to rain out.
Water Truck								
Tandem Roller								
Backhoe Loader								
Dump Truck								
Sheep Foot Roller								
Pneumatic Roller								
Crew Truck								
Steel Wheel Roller								
Labor Force At Site:								
Labor Force At Site:								
Skilled:								
Intermediate:								
Unskilled:								
Weather: Cldy: degrees								
Time Charged Comments: Day								**Signature:** John Paul Lugo

Construction Project Inspection Diary

Equipment & Force	Bernal 0+22.00-10+37	Highland 0+40--16+43						Date: 9/18/08 Construction Activities and Comments:
Motorgrader		1						
Front End Loader								Crew replaced 3 concrete driveways.
Water Truck		1						Crew finegraded roadway and watered down.
Tandem Roller								Crew also reworked base and cut finish grade on
Backhoe Loader		1						North side in preparation for MC-30.
Dump Truck								Crew placed "Men At Work" signs.
Sheep Foot Roller								
Pneumatic Roller		1						
Crew Truck		1						
Steel Wheel Roller								
Labor Force At Site:		3						
Labor Force At Site:								
Skilled:								
Intermediate:								
Unskilled:								
Weather: Clear: 88 degrees								
Time Charged Comments: 1 Day								**Signature:** John Paul Lugo

Construction Project Inspection Diary

Equipment & Force	Bernal 0+22.00-10+37	Highland 0+40--16+43						Date: 9/19/08 Construction Activities and Comments:
Motorgrader								
Front End Loader								No Work due to rain out.
Water Truck								
Tandem Roller								
Backhoe Loader								
Dump Truck								
Sheep Foot Roller								
Pneumatic Roller								
Crew Truck								
Steel Wheel Roller								
Labor Force At Site:								
Labor Force At Site:								
Skilled:								
Intermediate:								
Unskilled:								
Weather: Cldy: degrees								
Time Charged Comments: Day								**Signature:**

Construction Project Inspection Diary

Equipment & Force	Bernal 0+22.00-10+37	Highland 0+40--16+43						Date: 9/22/08 Construction Activities and Comments:
Motorgrader								
Front End Loader								No Work due to rain out.
Water Truck								
Tandem Roller								
Backhoe Loader								
Dump Truck								
Sheep Foot Roller								
Pneumatic Roller								
Crew Truck								
Steel Wheel Roller								
Labor Force At Site:								
Labor Force At Site:								
Skilled:								
Intermediate:								
Unskilled:								
Weather: Cldy: degrees								
Time Charged Comments: Day								**Signature:**

Construction Project Inspection Diary

Equipment & Force	Bernal 0+22.00-10+37	Highland 0+40--16+43						Date: 9/23/08 Construction Activities and Comments:
Motorgrader								
Front End Loader								No Work due to rain out.
Water Truck								
Tandem Roller								
Backhoe Loader								
Dump Truck								
Sheep Foot Roller								
Pneumatic Roller								
Crew Truck								
Steel Wheel Roller								
Labor Force At Site:								
Labor Force At Site:								
Skilled:								
Intermediate:								
Unskilled:								
Weather: Cldy: degrees								
Time Charged Comments: Day								**Signature:** 

Construction Project Inspection Diary

Equipment & Force	Bernal 0+22.00-10+37	Highland 0+40--16+43						Date: 9/24/08 Construction Activities and Comments:
Motorgrader								
Front End Loader								No Work due to rain out.
Water Truck								
Tandem Roller								
Backhoe Loader								
Dump Truck								
Sheep Foot Roller								
Pneumatic Roller								
Crew Truck								
Steel Wheel Roller								
Labor Force At Site:								
Labor Force At Site:								
Skilled:								
Intermediate:								
Unskilled:								
Weather: Cldy: degrees								
Time Charged Comments: Day								**Signature:** John Paul Lugo

Construction Project Inspection Diary

Equipment & Force	Bernal 0+22.00-10+37	Highland 0+40--16+43						Date: 9/25/08 Construction Activities and Comments:
Motorgrader								
Front End Loader								No Work due to rain out.
Water Truck								
Tandem Roller								
Backhoe Loader								
Dump Truck								
Sheep Foot Roller								
Pneumatic Roller								
Crew Truck								
Steel Wheel Roller								
Labor Force At Site:								
Labor Force At Site:								
Skilled:								
Intermediate:								
Unskilled:								
Weather: Cldy: degrees								
Time Charged Comments: Day								**Signature:** John Paul Lugo

Construction Project Inspection Diary

Equipment & Force	Bernal 0+22.00-10+37	Highland 0+40--16+43						Date: 9/26/08 Construction Activities and Comments:
Motorgrader								
Front End Loader								No Work due to rain out.
Water Truck								
Tandem Roller								
Backhoe Loader								
Dump Truck								
Sheep Foot Roller								
Pneumatic Roller								
Crew Truck								
Steel Wheel Roller								
Labor Force At Site:								
Labor Force At Site:								
Skilled:								
Intermediate:								
Unskilled:								
Weather: Cldy: degrees								
Time Charged Comments: Day								**Signature:**

Construction Project Inspection Diary

Equipment & Force	Bernal 0+22.00-10+37	Highland 0+40--16+43						Date: 9/29/08 Construction Activities and Comments:
Motorgrader								
Front End Loader								No work due to rain out.
Water Truck								
Tandem Roller								
Backhoe Loader								
Dump Truck								
Sheep Foot Roller								
Pneumatic Roller								
Crew Truck								
Steel Wheel Roller								
Labor Force At Site:								
Labor Force At Site:								
Skilled:								
Intermediate:								
Unskilled:								
Weather: Cldy: degrees								
Time Charged Comments: Day								**Signature:** John Paul Lugo

Construction Project Inspection Diary

Equipment & Force	Bernal 0+22.00-10+37	Highland 0+40--16+43						Date: 9/30/08 Construction Activities and Comments:
Motorgrader		1						
Front End Loader								Due to past rain, crew reworked base and began
Water Truck								cutting blue top at north end of Central Avenue
Tandem Roller								in preparation for MS-1 placement.
Backhoe Loader		1						Crew placed "Men At Work" signs.
Dump Truck								
Smooth Drum Roller		1						
Pneumatic Roller								
Crew Truck		1						
Steel Wheel Roller								
Labor Force At Site:		3						
Labor Force At Site:								
Skilled:								
Intermediate:								
Unskilled:								
Weather: Clear: 91 degrees								
Time Charged Comments: 1 Day								**Signature:** John Paul Lugo

Construction Project Inspection Diary

Equipment & Force	Bernal 0+22.00-10+37	Highland 0+40--16+43						Date: 10/01/08 Construction Activities and Comments:
Motorgrader		1						
Front End Loader								Crew placed 891 Gallons of MC-30 on roadway
Prime Truck		1						and Driveways. Crew placed 55 Tons of hot mix
Tandem Roller								on Driveways.
Backhoe Loader		1						Crew placed "Men At Work" signs.
Dump Truck								
Smooth Drum Roller		1						
Paver		1						
Crew Truck		1						
Steel Wheel Roller								
Labor Force At Site:		3						
Labor Force At Site:								
Skilled:								
Intermediate:								
Unskilled:								
Weather: Clear: 91 degrees								
Time Charged Comments: 1 Day								**Signature:** John Paul Lugo

Construction Project Inspection Diary

Equipment & Force	Bernal 0+22.00-10+37	Highland 0+40--16+43						Date: 10/02/08 Construction Activities and Comments:
Motorgrader								
Front End Loader								Crew placed 110 Tons of hot mix on Central Avenue.
Water Truck								Crew placed "Men At Work" signs.
Tandem Roller								
Backhoe Loader		1						
Dump Truck								
Vibratory Roller		1						
Paver		1						
Crew Truck		1						
Steel Wheel Roller								
Labor Force At Site:		5						
Labor Force At Site:								
Skilled:								
Intermediate:								
Unskilled:								
Weather: Clear: 89 degrees								
Time Charged Comments: 1 Day								**Signature:** John Paul Lugo

Construction Project Inspection Diary

Equipment & Force	Bernal 0+22.00-10+37	Highland 0+40--16+43						Date: 10/03/08 Construction Activities and Comments:
Motorgrader		1						
Front End Loader								Crew placed 200 Tons of asphalt on Central Avenue.
Water Truck								Paving completed.
Tandem Roller								
Backhoe Loader		1						Crew placed "Men At Work" signs.
Dump Truck								
Smooth Drum Roller		1						
Pneumatic Roller								
Crew Truck		1						
Steel Wheel Roller								
Labor Force At Site:		3						
Labor Force At Site:								
Skilled:								
Intermediate:								
Unskilled:								
Weather: Clear: 93 degrees								
Time Charged Comments: 1 Day								**Signature:** John Paul Lago

L&G Engineering Laboratory
Construction Material Testing
Geotechnical Engineering

2100 W. Expressway 83 Mercedes, TX 78570 (956) 565-0760
900 S. Stewart Rd. Ste. 10 Mission, TX 78572 (956) 583-7117

ATTERBERG LIMITS
TEST REPORT

Project Description: Highland Subdv. (Central Ave.)
Client:
Engineer: TEDSI Engineering
Contractor: JM Construction

L&G Project Number: L155811
L&G Report Number: R001
Sample Date: 09/08/2008
Date Reported: 09/11/2008

Client PO: 608842
Field Number: 009

Description: Base Material
Liquid Limit: 33
Plastic Limit: 20
Plasticity Index: 13

Test Method (As Applicable): ASTM D4318

(1-cc copy)
(1-cc copy)
1-cc TEDSI Engineering Attn: Joe Vasquez
1-cc JM Construction
1-cc Hidalgo County Pct. #2 Attn: Agapito Vargas
1-cc Laboratory

Respectfully Submitted,
L&G Engineering Laboratory

Ricardo A. Gil, Lab Manager

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REPORT CREATED BY ElmTree SYSTEM

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PROCTOR
TEST REPORT

Project Description: Highland Subdv. (Central Ave.)
Client:
Engineer: TEDSI Engineering
Contractor: JM Construction

L&G Project Number: L155811
L&G Report Number: R002
Sample Date: 09/08/2008
Date Reported: 09/11/2008

Client PO: 608842
Field Number: 009

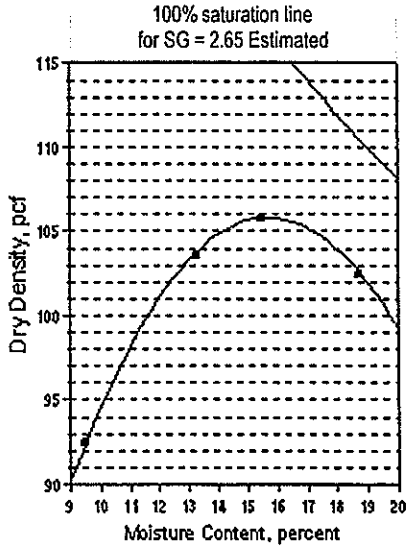
Compaction Method: ASTM D-698
Material Description: Base Material

Specific Gravity: 2.65

% Passing No. 200: 0.0
Group Symbol:

Specimen No.:	1	2	3	4
Moisture, %:	9.5	13.2	15.6	18.7
Dry Density (pcf):	92.5	103.5	105.8	102.6

Maximum Dry Density in P.C.F.: 105.8
Optimum Moisture (%): 15.7



Remarks: Minus 200 not performed
Test Method: ASTM D-698 Method-A

(1-cc copy)
(1-cc copy)
1-cc TEDSI Engineering Attn: Joe Vasquez
1-cc JM Construction
1-cc Hidalgo County Pct. #2 Attn: Agapito Vargas
1-cc Laboratory

Respectfully Submitted,
L&G Engineering Laboratory

Ricardo A. Gil, Lab Manager

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SIEVE ANALYSIS
TEST REPORT

Project Description: Highland Subdv. (Central Ave.)
Client:
Engineer: TEDSI Engineering
Contractor: JM Construction

L&G Project Number: L155811
L&G Report Number: R003
Sample Date: 09/09/2008
Date Reported: 09/11/2008

Client PO: 608842
Field Number: 006

Sieve	% Retained	Low	High
2 in	0	0	0
1/2 in	16	20	60
No. 4	48	40	75
No. 40	96	70	90

Remarks: **Wet Ball Mill Value (24%)**
Test Method (As Applicable): Tex Method 401-A

(1-cc copy)
(1-cc copy)
1-cc TEDSI Engineering Attn: Joe Vasquez
1-cc JM Construction
1-cc Hidalgo County Pct. #2 Attn: Agapito Vargas
1-cc Laboratory

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L&G Engineering Laboratory

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Geotechnical Engineering

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900 S. Stewart Rd. Ste. 6 Mission, TX 78572 (956) 583-7117

FIELD DENSITIES
TEST REPORT

Project Description: Highland Subdv. (Central Ave.)(CAP)
Client: Hidalgo County Pct. #1
Engineer: TEDSI Engineering
Contractor: JM Construction

L&G Project Number: L155811
L&G Report Number: R004
Sample Date: 10/01/2008
Date Reported: 10/01/2008

Client PO: 608842

Material Description Caliche
Required % Proctor 98 **Moisture Tolerance** 15.7

Proctor No	Optimum % Moisture	Opt. Density, LB/CF
L155811-1	15.7	105.8

Test No.	Test Location	Proctor No	Moisture Content	Dry Density	Percent Compaction	Depth (inch)
1	Central St. w/Inter of Mile 9 150ft North	L155811-1	13.0%	107.6 pcf	101.7% (Pass)	6"
2	Central St. w/Inter of Mile 9 250ft North	L155811-1	13.0%	118.4 pcf	111.9% (Pass)	6"
3	Central St. w/Inter of Mile 9 300ft North	L155811-1	13.2%	118.4 pcf	111.9% (Pass)	6"

Remarks: Test results are in general compliance with the project specifications except as noted.
Test Methods: ASTM D2922, D3017

(1-cc copy)
(1-cc copy)
1-cc TEDSI Engineering Attn: Joe Vasquez
1-cc JM Construction
1-cc Hidalgo County Pct. #2 Attn: Agapito Vargas
1-cc Laboratory

Respectfully Submitted,
L&G Engineering Laboratory

Ricardo A. Gil, Lab Manager

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Geotechnical Engineering

2100 W. Expressway 83 Mercedes, TX 78570 (956) 565-0760
900 S. Stewart Rd. Ste. 6 Mission, TX 78572 (956) 583-7117

SUMMARY OF ASPHALT ROLLING PATTERN
TEST REPORT

Project Description: Highland Subdv. (Central Ave.)(CAP)
Client: Hidalgo County Pct. #1
Engineer: TEDSI Engineering
Contractor: JM Construction

L&G Project Number: L155811
L&G Report Number: R005
Sample Date: 10/02/2008
Date Reported: 10/02/2008

Client PO: 608842

Material Description: Caliche
Material Source: Frontera
Specification: TxDOT Item 340 (Ty D)

Rolling Pattern Location	Density (%)	Air Voids (%)
Central St 1520ft N of Mi. 9 Inter. 1ft S of C.L.	90.5	9.5
Central St. 1510ft N of Mi. 9 Inter. 3ft S of C.L.	92.0	8.0
Central St. 1500ft N of Mi. 9 Inter. 6ft S of C.L.	91.1	8.9

Procedure: A Rolling Pattern was established using a Troxler Model Number 3500 Nuclear Density Gauge. Further compaction of the asphalt surface was achieved by the use of a Pnumatic roller after the initial rolling operation. Target Maximum Density used was 150 Lbs/Cf. TxDot Item 340 specifies a target in place density of 91 to 95 percent.

Remarks:

Test Method (As Applicable):

(1-cc copy)
(1-cc copy)
1-cc TEDSI Engineering Attn: Joe Vasquez
1-cc JM Construction
1-cc Hidalgo County Pct. #2 Attn: Agapito Vargas
1-cc Laboratory

Respectfully Submitted,
L&G Engineering Laboratory

Ricardo A. Gil, Lab Manager

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Construction Material Testing
Geotechnical Engineering

2100 W. Expressway 83 Mercedes, TX 78570 (956) 565-0760
900 S. Stewart Rd. Ste. 6 Mission, TX 78572 (956) 583-7117

BITUMINOUS MIXTURE PROPERTIES
TEST REPORT

Project Description: Highland Subdv. (Central Ave.)(CAP)
Client: Hidalgo County Pct. #1
Engineer: TEDSI Engineering
Contractor: JM Construction

L&G Project Number: L155811
L&G Report Number: R006
Sample Date: 10/02/2008
Date Reported: 10/02/2008

Client PO: 608842

Material Description: Hot Mix Asphalt Paving
Material Source: Frontera
Specification: TxDOT Item 340 (Ty D)

Sieve Size	Result (% Passing)	Ty D Fine Surface Requirement
1/2"	100.0	100.0
3/8"	96.0	85-100
No. 4	65.0	50-70
No. 10	35.0	32-42
No. 40	22.0	11-26
No. 80	12.0	4-14
No. 200	5.0	1-6*

Tex-236-F Asphalt Content (Ignition Method)

Asphalt Content = 4.9% **(design value)**

Tex-227-F Theoretical Maximum Specific Gravity of Bituminous Mixtures

(Rice Gravity) Gr = 2.494 **(design value)**

Tex-207-F Density of Compacted Bituminous Mixtures

(Bulk Specific Gravity) Ga = 2.432 **(design value)**
Density (%) = 98% **(96% + or - 1.5%)**

(1-cc copy)
(1-cc copy)
1-cc TEDSI Engineering Attn: Joe Vasquez
1-cc JM Construction
1-cc Hidalgo County Pct. #2 Attn: Agapito Vargas
1-cc Laboratory

Respectfully Submitted,
L&G Engineering Laboratory

Ricardo A. Gil, Lab Manager

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REPORT CREATED BY ElmTree SYSTEM

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Construction Material Testing
Geotechnical Engineering

2100 W. Expressway 83 Mercedes, TX 78570 (956) 565-0760
900 S. Stewart Rd. Ste. 6 Mission, TX 78572 (956) 583-7117

DETERMINATION OF PAVEMENT THICKNESS
TEST REPORT

Project Description: Highland Subdv. (Central Ave.)(CAP)
Client: Hidalgo County Pct. #1
Engineer: TEDSI Engineering
Contractor: JM Construction

L&G Project Number: L155811
L&G Report Number: R007
Sample Date: 10/02/2008
Date Reported: 10/13/2008

Client PO: 608842

Material Description: Hot Mix Asphalt Paving
Material Source:
Specification: TxDOT Item 340 (Ty D)

Station / Location	Density % (Ga) Avg. of 2 specimens	Measured Depth / Thickness Avg. of 2 specimens
50 ft N. Central		1 1/4"
100 ft S. Central		1 3/4"
150 ft N. Central		1 1/2"
200 ft S. Central		1 5/8"
250 ft N. Central		1 3/4"

Remarks:
Test Method (As Applicable):

(1-cc copy)
(1-cc copy)
1-cc TEDSI Engineering Attn: Joe Vasquez
1-cc JM Construction
1-cc Hidalgo County Pct. #2 Attn: Agapito Vargas
1-cc Laboratory

Respectfully Submitted,
L&G Engineering Laboratory

Ricardo A. Gil, Lab Manager

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REPORT CREATED BY ElmTree SYSTEM

BERNAL HIGHLAND SUBDIVISION
COMPLETE SET OF PROJECT QUANTITIES WITH TOTAL NUMBER OF TESTS AND FREQUENCIES

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITIES	UNIT	CONVERSION FACTOR	TOTAL BASE WORK	Frequencies F = 1/(1000CY)	Total Nos. of Test(s)
				(UNIT)	(CY)	(Nos. of Test)	(Qty.)
247	**STREETS** 6" Flexible Base Material	8,140.37	SY	0.1667	1357	1.357	2.0000

Column with exact figures; column will not to be used for required number of tests.

TESTS			
COMPACTION or IN-PLACE DENSITY(95% density)	TOTAL CUBIC YARDS =	1357	
	TOTAL NUMBER OF TESTS =		2

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITIES	UNIT	CONVERSION FACTOR	TOTAL ACP WORK	Frequencies F = 1/(200 TONS)	Total Nos. of Test(s)
				(UNIT)	(TONS)	(Nos. of Test)	(Qty.)
340	1.5" Thick Type "D" Hot mix Pavement	6,970.76	SY	0.0855	596	2.9800	3.0000

Column with exact figures; column will not to be used for required number of tests.

TESTS			
LABORATORY DENSITY/STRENGTH (98% Density)	TOTAL TONNAGE =	596	
	TOTAL NUMBER OF TESTS =		3

IN-PLACE DENSITY (1.875"MIN)

Border Colonia Access Program
Checklist for Documentation Required for Road Construction

Contractor: J. M. Construction
Contact Amount: $168,786.50
Project/Precinct: Bernal - Highland / Pct. 1
Owner's Contract No.: C-CAP-08-004-02-20

Item	Required Documents	Submitted & Reviewed	Approved	Comments:
	[redacted]			
1	Approval to Bid (Purchasing)			
2	Contract - Signed and Excuted			
3	Gen. Liability Insurance - (Expiration Date)			
4	Automobile Liab. Insurance - (Expiration Date)			
5	Worker's Comp. & Empl. Liab. (Expiration Date)			
6	Notice to Proceed			
7	Material Sample & Testing Table Sent to Auditor's Office			
	[redacted]			
8	Application and Cerification of Payment (A)			
9	Schedule of Values a/k/a 1257/1258	✓	X	missing amount - emailed for correction 12/4/08
10	Estimate Quantity Update Worksheet	✓	✓	
11	List of Suppliers and Sub-contractors	✓	✓	
12	Partial Waiver of Liens (Sub-contractors/suppliers)	✓	✓	
13	TxDot Form 252 Contract Time Statement	✓	✓	
14	Payroll Report w/signed Wage Form	✓	✓	
15	Change Order (Requires TxDot Concurrence			
	[redacted]			
16	Punch List			
17	Certificate of Construction Completion			
18	Approval by Commissoner's Court			
19	Contractor's Affidavit of Release (Waiver) of Liens (with power of attorney)(B)			
20	Affidavit of Payment of Debts & Claims-lien bond & Indemnity bonds(w/power of attorney)(B)			
21	Consent of Surety to Final Payment(with power of attorney)(B)			
22	Final Blue Prints			

TEDSI INFRASTRUCTURE GROUP
TEDSI
Consulting Engineers
1201 East Expressway 83 ♦ Mission, Texas 78572
Tel: (956) 424-7898
Fax: (956) 424-7022

Letter of Transmittal

TO:	DATE:
Mr. Agapito Vargas Jr Executive Director Hidalgo County Border Colonias Access Program 301 E State Pharr TX 78589	December 3, 2008
REFERENCE:	**TEDSI PROJECT NO:**
Bernal-Highland Request for Payment 02	

TRANSMITTED: **DATE:**

- ☒ For Your Use
- ☐ Please comment
- ☐ Approved as Noted
- ☐ As Requested
- ☐ Reply ASAP
- ☐ As Noted Below

VIA:

- ☐ US Mail
- ☐ Courier
- ☐
- ☐ E-Mail
- ☒ Hand Carry

COPIES	DESCRIPTION
1	Request for Payment 2

REMARKS

Signed: _____

INVOICE RECEIVED BY: _____ ON 12/3/08

GOODS/SERVICES RECEIVED BY: _____ ON 12/3/08

AI-12820 **21.H.1.**

BCAP Pct No 3 - WA 4

CC REGULAR

Date: 12/16/2008

Submitted By: Laura Moya, PURCHASING DEPT.

Department: PURCHASING DEPT.

Agenda Category: Purchasing Department **Purchasing only:** CAP Pct.3

Information

CAPTION

Presentation for consideration, discussion acceptance and approval of Work Authorization #4 (with a proposed fee of $3,002.63) with L & G Engineering Laboratory LLC to provide Engineer Services to Hidalgo County Precinct No. 3 for Border Colonia Access Program Round Projects. C-CAP-08-024-09-02.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:** 8-1310-431-00-123-462-0-339

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

BUDGETARY IMPACT:

$1,817.80 available as of 12/12/08.

$1,184.83 pending approval of AI 12714

Attachments

Link: 12820

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	12/11/2008 01:55 PM	APRV
2	Budget & Management	Veronica Lopez	12/11/2008 03:30 PM	APRV
3	Erika Reyna	Erika Reyna	12/12/2008 09:28 AM	APRV
4	Auditor's Office	Linda Fong	12/12/2008 01:07 PM	APRV

Form Started By: Laura Moya Started On: 12/11/2008 10:45 AM

Final Approval Date: 12/12/2008

HIDALGO COUNTY

Professional Engineering Services
Contract # C-CAP-08-024-09-02
Work Authorization Form

WORK AUTHORIZATION NO. 04

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, L&G Engineering Laboratory, LLC, professional engineers of Mercedes, Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Engineer** to provide Construction Materials Testing Services for the Basham 16-Exterior Rd. Project in Hidalgo County Precinct No. Three (3).

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 $ 3002.63 . This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "D"**.

PART 3. PAYMENT

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

PART 4. FUNDING

This Work Authorization No.04 shall be funded through funding source:
Account No. 8-1510-431-00-123-402-0-359
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 (DATE).

PART 6. RESPONSIBILITIES AND OBLIGATIONS

This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by Hidalgo County Precinct No.3 Commissioner Joe Flores as to content and detail of this Work Authorization No. # 04.

HIDALGO COUNTY
COMMISSIONER PRECINCT NO. 3:

BY:_____

PART 8. ACCEPTANCE AND APPROVAL

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

THE ENGINEER:
L&G ENGINEERING LABORATORY, LLC

By:_____
Jacinto Garza, P.E.

THE OWNER:
HIDALGO COUNTY

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 Owner
ATTACHMENT "B" - Services to be Provided by the Engineer
ATTACHMENT "C" - Work Schedule
ATTACHMENT "D" - Cost Proposal

ATTACHMENT "A"

Scope of Services (Owner)

PROJECT: **Basham 16 – Exterior Rd. Project in Hidalgo County Precinct No. Three (3)**

SERVICES TO BE PROVIDED BY OWNER

The County of Hidalgo will provide **L&G Engineering Laboratory, LLC** with **Construction Documents, Plans and Specifications** for the **Basham 16 – Exterior Rd. Project.**

ATTACHMENT "B"
Scope of Services (Engineer)

PROJECT: **Basham 16 – Exterior Rd. Project in Hidalgo County Precinct No. Three (3)**

GENERAL SCOPE OF WORK

The Scope of Work will entail providing **The County of Hidalgo** with **Construction Materials Testing Services.**

The Scope of Work is identified as follows:

- ***Construction Materials Testing Services***

L&G Engineering Laboratory will furnish all equipment, materials, supplies, and incidentals as needed to perform the services required by this Contract: The work is as follows:

Construction Materials Testing Services

L&G Engineering Laboratory, L.L.C. will provide **The County of Hidalgo** with **Construction Materials Testing Services** for the **Basham 16 – Exterior Rd. Project in Hidalgo County Precinct No. Three (3).**

The services to be provided are as follows:

- Sampling and laboratory testing of soils and base materials proposed for use in the construction of Roads and Bridges to determine compliance of these materials with project plans and specifications.
- Field density testing of soils and base materials to ensure proper compaction as required by project plans and specifications.
- Field sampling and testing of fresh concrete, and Laboratory testing of hardened concrete to determine compliance with project plans and specifications.
- Field Compaction testing of Asphalt to ensure proper compaction during lay down operations.
- Field inspection, sampling and laboratory testing of Asphalt materials to determine their materials properties and their compliance with project plans and specifications.
- Any additional laboratory testing as required/requested by **The County of Hidalgo and the project plans and specifications.**

- Provide accurate and timely reports to **The County of Hidalgo** and all/other recipients as designated by the County.

Engineering Services

L&G Engineering Laboratory, L.L.C. will provide an engineer's review of all test results to determine compliance with all project plans and specifications.

Scheduling of Services

L & G Engineering Laboratory is prepared to make a commitment to **The County of Hidalgo's** materials testing needs. L & G Engineering Laboratory makes every effort to respond to its clients as requests are received, and every effort will be made to keep scheduling conflicts to a minimum. As any other firm or business providing a service, L & G Engineering Laboratory prefers to schedule field and laboratory work with as much advance notice as possible. L & G Engineering Laboratory understands; however, that certain situations may occur when the Client may have a need for Materials Testing Services with as little or no advance notice. During these instances, L & G Engineering Laboratory will make every effort to dispatch personnel to the project within one (1) hour of the Client's request for services.

ATTACHMENT "C"
Work Schedule

PROJECT: **Basham 16 – Exterior Rd. Project in Hidalgo County Precinct No. Three (3)**

Work Schedule

L&G Engineering Laboratory will provide Hidalgo County Pct. # 3 with Construction Materials Testing Services as outlined in Contract Agreement C-CAP-08-024-05-20.

ATTACHMENT "D"
Cost Proposal

PROJECT: **Basham 16 – Exterior Rd. Project in Hidalgo County Precinct No. Three (3).**

See Attached

Attachment I
Basham 16 - Exterior Rd. (1,425 l.f.)
Prepared For Hidalgo County Pct. No. 3

Rdwy Subgrade Material Lab Testing					
Tech Time	3	Hrs.	$43.60		$130.80
Trip Charge	60	Mi	$0.473		$28.38
Proctor	2	Ea.	$159.59		$319.18
Atterberg	2	Ea.	$47.85		$95.70
Clerical / Admin.	1	Hrs.	$42.55		$42.55
Eng Spc.	0.5	Hrs.	$58.50		$29.25
Engineer	0.5	Hrs.	$134.95		$67.48
				Sub.	$713.34
Subgrade Material Field Testing					
Tech Time	2	Hrs.	$43.60		$87.20
Trip Charge	60	Mi	$0.473		$28.38
Comp. Test	4	Ea.	$19.15		$76.60
Clerical / Admin.	1	Hrs.	$42.55		$42.55
Eng Spc.	0.5	Hrs.	$58.50		$29.25
Engineer	0.5	Hrs.	$134.95		$67.48
				Sub.	$331.46
Roadway Base Materials Testing - Laboratory					
Toch Time	3	Hrs.	$43.60		$130.80
Trip Charge	60	Mi.	$0.473		$28.38
Sieve Analysis	1	Ea.	$47.90		$47.90
Texas Wet Ball Mill	1	Ea.	$186.20		$186.20
Atterberg	1	Ea.	$47.85		$47.85
Moisture-Density Determ	1	Ea.	$159.59		$159.59
Clerical / Admin.	1	Hrs.	$42.55		$42.55
Eng Spc.	0.5	Hrs.	$58.50		$29.25
Engineer	0.5	Hrs.	$134.95		$67.48
				Sub.	$740.00
Base Material Field Density Testing					
Toch Time	2	Hrs.	$43.60		$87.20
Trip Charge	60	Mi	$0.473		$28.38
Comp. Test	3	Ea.	$19.15		$57.45
Clerical / Admin.	1	Hrs.	$42.55		$42.55
Eng Spc.	0.5	Hrs.	$58.50		$29.25
Engineer	0.5	Hrs.	$134.95		$67.48
				Sub.	$312.31
Asphalt Testing-Field and Laboratory					
Tech Time	6	Hrs.	$43.60		$261.60
Trip Charge	120	Mi	$0.473		$56.76
Rolling Patterns	1	Ea.	$31.90		$31.90
Max Theor SPG	1	Ea.	$90.40		$90.40
Pav. Thk. Determination	4	Ea.	$31.95		$127.80
Density of Asph. Cores	3	Ea.	$26.60		$79.80
Clerical / Admin.	1.5	Hrs.	$42.55		$63.83
Eng Spc.	1	Hrs.	$58.50		$58.50
Engineer	1	Hrs.	$134.95		$134.95
				Sub.	$905.54

Total Estimated Materials Testing Fees **$3,002.63**

AI-12797 **21.I.1.**

Sheriff's Office - Skywatch Sentinal

CC REGULAR

Date: 12/16/2008

Submitted By: Laura Moya, PURCHASING DEPT.

Department: PURCHASING DEPT.

Agenda Category: Purchasing Department **Purchasing only:** Sheriff's Office

Information

CAPTION

A. Requesting approval of an “order” granting exemption from competitive bidding requirement under Texas Local Gov’t. Code, Chapter 262, Section .024, Section .024 (a) (7) “an item that can only be obtained from only one source”;
B. Approval of a “Sole Source Declaration” with authority to purchase from ICX Tactical Platforms, two (2) Sky Watch Sentinels in the amount of $116,801.00 each thus totaling $233,602.00.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:** 8-1284-421-00-280-044-9-748

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

BUDGETARY IMPACT:

Attachments

Link: Letter

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	12/12/2008 02:09 PM	APRV
2	Budget & Management	Veronica Lopez	12/12/2008 02:20 PM	APRV
3	Rey Salazar	Rey Salazar	12/12/2008 03:52 PM	APRV
4	Auditor's Office		12/12/2008 05:24 PM	NEW

Form Started By: Laura Moya Started On: 12/10/2008 04:49 PM

Final Approval Date: 12/12/2008

PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM

"SOLE SOURCE DECLARATION"

To: Hidalgo County Commissioners Court

From: Martha L Salazar
Hidalgo County Purchasing Agent

Date: December 16, 2008

Re: "Sole Source Declaration" – Sky Watch Sentinel Unit

As part of the duty/obligations to protect the residents of Hidalgo County as well as secure property, Hidalgo County Sheriff's Office requires the acquisitions of security equipment. Hidalgo County Sheriff's Office requires two (2) Sky Watch Sentinel Units to more efficiently render patrol duties. This elevated Surveillance & Deterrence equipment would assist the department in their security tasks.

The ICSX Tactical Platforms is the "sole manufacturer" for this machine. Purchasing Department searched other vendors who may carry this equipment to try to solicit quotes but we advised ICX Tactical Platforms is the "sole source" for this machine.

Therefore, the Hidalgo County Sheriff's Office requires the purchase of two (2) Sky Watch Sentinel Unit from ICX Tactical Platforms.

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

AI-12781 **21.I.2.**

Vital Signs Monitors Purchase

CC REGULAR

Date:	12/16/2008
Submitted By:	Matilde Faz, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department
Purchasing only:	Sheriff's Office

Information

CAPTION

Requesting authority to purchase (4) Vital signs monitors 300 series w/nibp/nellcor pulse oximetry temperature including mobile stand through the County's membership/participation with TASB Buyboard's awarded vendor Moore Medical LLC. contract # 294-08 through requisition # 144636 in the total amount of $12,770.36, which includes freight fees.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 81100423212800020748

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

BUDGETARY IMPACT:

Funding allocated on req# 144636

Attachments

Link: Vital Signs Monitors

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	12/11/2008 02:16 PM	APRV
2	Budget & Management	Veronica Lopez	12/11/2008 03:02 PM	APRV
3	Rey Salazar	Rey Salazar	12/12/2008 01:49 PM	APRV
4	Auditor's Office		12/12/2008 05:24 PM	NEW

Form Started By: Matilde Faz Started On: 12/10/2008 04:06 PM

Final Approval Date: 12/12/2008

Requisition

HIDALGO COUNTY JAIL

Req # 00144636

PO #

Date: 12/04/08

Regular 9/16/08

12/16/08 #12781

Bill To: x
x

Vendor : 356158
MOORE MEDICAL LLC
P.O. BOX 99718
CHICAGO IL 60696
FAX (860)826-3767

Ship To: HIDALGO COUNTY JAIL
701 EL CIBOLO RD
EDINBURG Tx 78539

Contact: JUAN TAPIA
956-393-6023

Contract No: #294-08

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		BUYBOARD CONTRACT #294-08		
		DO NOT DUPLICATE ORDER		
4.00	EACH	VITAL SIGNS MONITOR 300 SERIES W/NIBP/NELLCOR PULSE OXIMETRY TEMPERATURE WITH/INCLUDING MOBILE STAND NO. 008-0835-01 75960/76802	3,177.59	12,710.36
1.00		FREIGHT	60.00	60.00
		Account No	Encumbrance	
		8-1100-423-21-280-002-0-748	12,770.36	
			Freight	.00
			Total	12,770.36
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

DATE ENTERED: 12-04-08
REQUISITION #: 144636
DATE APPROVED:
P.O. #:

HIDALGO COUNTY SHERIFF'S OFFICE
ADULT DETENTION FACILITY REQUISITION
INFIRMARY

Blanca

DATE:	**12/03/08**
REQUESTOR:	**Sylvia Sinder/ Juan Tapia**
BUDGET:	**8-1100-423-21-280-002-0-**
OBJECT CODE:	**748 - Other Equipment**
CURRENT EXPENDITURE AMOUNT:	**$13,156.70**
NEW BALANCE:	**$12,770.36**
PURPOSE OF EXPENDITURES:	**$386.34**
	Needed for general replacement & new equipment at Detention Center Infirmary

LINE #	ITEM & DESCRIPTION	ITEM #	QTY	UOM	UNIT PRICE	AMOUNT
1	Vital Signs Monitor 300 series W/NIBP/ Nellcor Pulse Oximetry Temperature with/including Mobile Stand No. 008-0835-01	75960/76802	4	pc	$3,177.59	$12,710.36

FOB: Shipping point **Estimate Freight** **$60.00**
GRAND TOTAL: **$12,770.36**
ESTIMATED DELIVERY DATE: **2 weeks**

AWARDED VENDOR: **MOORE MEDICAL**
Buyboard Contract 294-08

Henry Schein Total $13,284.52 Mainline Medical Tot. $ 13,064.00
McKesson Medical
No Bid

AUTHORIZED: _____ APPROVED BY: _____
DIVISION COMMANDER ADMINISTRATION CAP.

REVIEWED BY: _____ APPROVED BY: _____
PROCUREMENT SPECIALIST CHIEF DEPUTY

Moore medical
The Supply Experts

QUOTE

PO Box 1500
New Britain, CT 06050
www.mooremedical.com
800-234-1464

Quote Total	Quote Date
12,710.36	11/25/08
Customer Quote #	Quote #
	213775

Bill To: 21200804
Hidalgo County Sheriff Dept
Accounts Payable Dept.
3100 S Hwy 281
EDINBURG TX 78539

Ship To: 21200804
Hidalgo County Sheriff Dept
3100 S Hwy 281
EDINBURG TX 78539

DUPOURR

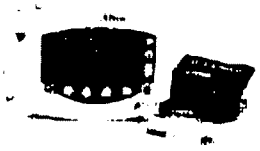
Item #	UM	Description	Qty Quoted	Item Status	Unit Price	Extension
75960	EA	Vital Sign Monitor 53NTO D8 EA 1	4		2916.7600 Per EA	11667.04
76802	EA	Mobile Stand #008-0835-01 EA 1	4		260.8300 Per EA	1043.32

Subtotal	12,710.36
Handling Charge	.00
ShipOnIce/Hazmat	.00
Freight	.00
Tax	.00
Total	12,710.36

fuel Surcharge .95
12,711.31

Vital Signs Monitor 300 Series

Welch Allyn



Larger Image Available

Helps enhance productivity by providing automated vital signs before, during and after procedures. The simple, push-button menu operation and bright display allows user to quickly and easily monitor a patient's vital signs.

Features:

- Available in different configurations to measure: standard non-invasive blood pressure (NIBP), pulse rate (Nellcor® motion-tolerant pulse oximetry), mean arterial pressure (MAP) and temperature (4-second SureTemp® Plus thermometry)
- Automatic blood pressure mode
- Separate modes for adult, pediatric and neonatal patients
- 16-character, LCD display
- Displayed clock
- Programmable alarms
- Built-in memory
- 2-year warranty on all parts ◊

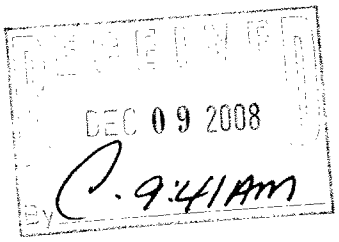
* = Drop Ship

Email this Page to a Friend

Item #	Specs	Mfr #	Color/ Strength	Size Pkg.	Price	Qty.
76802	Mobile Stand	008-0835-01		Each		
76801*	Monitor with NIBP/Nellcor Pulse Oximetry/Temperature/Printer	53NTP-E1		Each	$4,105.00	1
77083*	Monitor with NIBP Only (Includes Pulse Rate and MAP)	53000-E1		Each	$1,655.00	1
78237*	Monitor with NIBP/Temperature	530T0-E1		Each	$2,015.00	1
75960*	Monitor with NIBP/Nellcor Pulse Oximetry/Temperature	53NT0-E1		Each		
59576	Printer Paper	7052-25		Pkg/6	$10.59	1
73266	Lead-Acid Battery, 6V Rechargeable	5200-84		Each	$30.09	1
82659*	NIBP/Nellcor Pulse Oximetry	53N00-E1		Each	$2,730.00	1
84031*	NIBP, Nellcor Pulse Oximetry, Printer	53N0P-E1		Each	$3,300.00	1
84477*	NIBP, SureTemp Plus Thermometer, Printer, Vital Signs Monitor	530TP-E1		Each	$2,470.00	1

DATE ENTERED: 12-04-08
REQUISITION #: 144636
DATE APPROVED:
P.O. #:

HIDALGO COUNTY SHERIFF'S OFFICE
ADULT DETENTION FACILITY REQUISITION
INFIRMARY



DATE: 12/03/08
REQUESTOR: Sylvia Sinder/ Juan Tapia
BUDGET: 6-1100-423-21-280-002-0-
OBJECT CODE: 748 - Other Equipment
CURRENT EXPENDITURE AMOUNT: $13,156.70
NEW BALANCE: $12,770.36
PURPOSE OF EXPENDITURES: $386.34
Needed for general replacement & new equipment at Detention Center Infirmary

LINE #	ITEM & DESCRIPTION	ITEM #	QTY	UOM	UNIT PRICE	AMOUNT
1	Vital Signs Monitor 300 series W/NIBP/ Nellcor Pulse Oximetry Temperature with/including Mobile Stand No. 008-0835-01	75960/76802	4	pc	$3,177.59	$12,710.36

FOB: Shipping point — Estimate Freight — $60.00
GRAND TOTAL: $12,770.36
ESTIMATED DELIVERY DATE: 2 weeks

AWARDED VENDOR: MOORE MEDICAL
Buyboard Contract 294-08

Henry Schein Total $13,284.52

Mainline Medical Tot. $ 13,064.00
McKesson Medical
No Bid

AUTHORIZED: _____
DIVISION COMMANDER

APPROVED BY: _____
ADMINISTRATION CAP.

REVIEWED BY: _____
PROCUREMENT SPECIALIST

APPROVED BY: _____
CHIEF DEPUTY

Moore medical
The Supply Experts

QUOTE

PO Box 1500
New Britain, CT 06050
www.mooremedical.com
800-234-1464

Quote Total	Quote Date
12,710.36	11/25/08
Customer Quote #	Quote #
	213775

Bill To: 21200804
Hidalgo County Sheriff Dept
Accounts Payable Dept.
3100 S Hwy 281
EDINBURG TX 78539

Ship To: 21200804
Hidalgo County Sheriff Dept
3100 S Hwy 281
EDINBURG TX 78539

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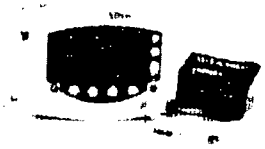
Item #	UM	Description	Qty Quoted	Item Status	Unit Price	Extension
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76802	EA	Mobile Stand #008-0835-01 EA 1	4		260.8300 Per EA	1043.32

Subtotal	12,710.36
Handling Charge	.00
ShipOnIce/Hazmat	.00
Freight	.00
Tax	.00
Total	12,710.36

Fuel Surcharge .95
12,711.31

Vital Signs Monitor 300 Series

Welch Allyn



Larger Image Available

Helps enhance productivity by providing automated vital signs before, during and after procedures. The simple, push-button menu operation and bright display allows user to quickly and easily monitor a patient's vital signs.

Features:

- Available in different configurations to measure: standard non-invasive blood pressure (NIBP), pulse rate (Nellcor® motion-tolerant pulse oximetry), mean arterial pressure (MAP) and temperature (4-second SureTemp® Plus thermometry)
- Automatic blood pressure mode
- Separate modes for adult, pediatric and neonatal patients
- 16-character, LCD display
- Displayed clock
- Programmable alarms
- Built-in memory
- 2-year warranty on all parts ◊

* = Drop Ship

Email this Page to a Friend

Item #	Specs	Mfr #	Color/ Strength	Size	Pkg.	Price	Qty.
76802	Mobile Stand	008-0835-01			Each		
76801*	Monitor with NIBP/Nellcor Pulse Oximetry/Temperature/Printer	53NTP-E1			Each	$4,105.00	1
77083*	Monitor with NIBP Only (Includes Pulse Rate and MAP)	53000-E1			Each	$1,655.00	1
78237*	Monitor with NIBP/Temperature	530T0-E1			Each	$2,015.00	1
75960*	Monitor with NIBP/Nellcor Pulse Oximetry/Temperature	53NT0-E1			Each		
59576	Printer Paper	7052-25			Pkg/6	$10.59	1
73266	Lead-Acid Battery, 6V Rechargeable	5200-84			Each	$30.09	1
82659*	NIBP/Nellcor Pulse Oximetry	53N00-E1			Each	$2,730.00	1
84031*	NIBP, Nellcor Pulse Oximetry, Printer	53N0P-E1			Each	$3,300.00	1
84477*	NIBP, SureTemp Plus Thermometer, Printer, Vital Signs Monitor	530TP-E1			Each	$2,470.00	1

AI-12754 **21.I.3.**

Payment No. 5 with Gignac & Associates LLP for Sheriff's Office Substation in Pct 1 Area

CC REGULAR

Date:	12/16/2008
Submitted By:	Rocio Villarreal, PURCHASING DEPT.
Submitted For:	Rocio Villarreal
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Purchasing only:** Sheriff's Office

Information

CAPTION

Approval of Request for Payment No. 5 in the amount of $73,028.38, from Gignac & Associates Architects LLP., contracted architect for "Construction of Hidalgo County Sheriff's Office Substation in the Precinct No. 1 Area." C-08-051-01-30

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1336-423-00-280-036-0-720

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

BUDGETARY IMPACT:

Funding available on PO# 601736.

Attachments

Link: Invoice

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	12/11/2008 12:35 PM	APRV
2	Budget & Management	Veronica Lopez	12/11/2008 02:55 PM	APRV
3	Rey Salazar	Rey Salazar	12/12/2008 11:32 AM	APRV
4	Auditor's Office	Linda Fong	12/12/2008 01:24 PM	APRV

Form Started By: Rocio Villarreal Started On: 12/10/2008 02:07 PM

Final Approval Date: 12/12/2008

INVOICE #: 5
DATE: 1-Dec-08
RE: County of Hidalgo
Sheriff's Office Substations 1
Project No. : 07.10
PO #601736/C-08-051-01-30

MR. JUAN M. TAPIA, PROCUREMENT SPECIALIST
COUNTY OF HIDALGO SHERIFF'S OFFICE
711 EL CIBOLO ROAD
PO BOX 1228
EDINBURG, TX. 78450

FOR PROFESSIONAL SERVICES RENDERED: *11/1/2008* through *11/31/08*

Estimated Construction Cost $2,500,000 x 7.25% $ 181,250.00

FEE BASIS: $ **181,250.00** Final Fee adjusted in accordance with final construction cost.

	% FEE		FEE	% COMP	TOTAL EARNED	PREV. BILLED	DUE THIS INVOICE
A. **BASIC SERVICES:**							
1) SCHEMATIC DESIGN	15.0%	*	27,187.50	100%	$ 27,187.50	$ 27,187.50	$ 0.00
2) DESIGN DEVELOPMENT	20.0%	*	36,250.00	100%	36,250.00	18,125.00	18,125.00
3) CONSTRUCTION DOCUMENTS	40.00%	*	72,500.00	75%	54,375.00	0.00	54,375.00
4) RECEIPT OF BIDS	5.00%	*	9,062.50	0%	0.00	0.00	0.00
5) CONSTRUCTION PHASE	20%	*	36,250.00	0%	0.00	0.00	0.00
Total Basic Services	100%		$ 181,250.00		$ 117,812.50	$ 45,312.50	$ 72,500.00
B. **REIMBURSABLE EXPENSES:**							
1. Printing/Reproduction			528.38		$ 541.07	$ 12.69	$ 528.38
2. Telephone/Faxes					0.00	0.00	0.00
3. Postage/Delivery					82.52	82.52	0.00
4. Photography					0.00	0.00	0.00
5. Travel/Subsistence					597.75	597.75	0.00
6. Consultant Fees					0.00	0.00	0.00
Total Reimbursable Expenses					$ 1,221.34	$ 692.96	$ 528.38
C. **PROJECT TOTALS:**					$ 117,812.50	$ 46,005.46	$ 73,028.38

GIGNAC & ASSOCIATES ARCHITECTS LLP

By: _____
Raymond Gignac, AIA

Please remit payment to:
Gignac & Associates LLP
716 Starr Street
Corpus Christi, TX 78401

Acc No. 8-1336-423-00-280-036-0-720

AI-12734 **21.I.4.**

HCSO-Extensions-Various Contracts w/ Dr. Marin Garza-Dr. Gumaro Garza-Advanced Paging-VSL-Argus Security Systems-So Tx Mobile XRay-CC REGULAR

Date:	12/16/2008		
Submitted By:	Letty Saenz, PURCHASING DEPT.		
Submitted For:	Marty Salazar		
Department:	PURCHASING DEPT.		
Agenda Category:	Purchasing Department	**Purchasing only:**	Sheriff's Office

Information

CAPTION

A. Requesting authority to exercise the second (2nd) year of the additional two (2)-one (1) year options for extension as provided in the current contract for:"PROFESSIONAL MEDICAL SERVICES for JAIL INMATES" for the Hidalgo County Sheriff's Office, under the same rates, terms and conditions with DR. MARIN GARZA, M.D.-Effective: 01/01/09

B. Requesting authority to exercise the second (2nd) year of the additional two (2)-one (1) year options for extension as provided in the current contract for:"PROFESSIONAL MEDICAL SERVICES for JAIL INMATES" for the Hidalgo County Sheriff's Office, under the same rates, terms and conditions with DR. GUMARO GARZA, M.D.-Effective: 01/01/09

C. Requesting authority to exercise the second (2nd) year of the additional two (2)-one (1) year options for extension as provided in the current contract for:"MOBILE X-RAY SERVICES" for the Hidalgo County Sheriff's Office, under the same rates, terms and conditions with SOUTH TEXAS MOBILE X-RAY - Effective: 01/01/09

D. Requesting authority to exercise the first (1st) year of the additional two (2) one (1) year term extension as provided in the current contract for:"REPAIRS, INSTALLATION AND REMOVAL OF EMERGENCY EQUIPMENT, RADIOS, COMPUTERS AND MISCELLANEOUS" for the Hidalgo County Sheriff's Office, under the same rates, terms and conditions with VIDEO SOUND and LIGHTS-Effective: 01/01/09

E. Requesting authority to exercise the first (1st) year of the additional two (2) one (1) year term extension as provided in the current contract for:"STEAM CLEAN EXHAUST VENTILATION & SERVICE FOR AUTOMATIC FIRE SUPPRESSION SYSTEM" for the Hidalgo County Sheriff's Office, under the same rates, terms and conditions with ALARM SECURITY GROUP, LLC d/b/a ARGUS SECURITY SYSTEMS; ASG MONITORING, LLC.-Effective: 01/01/09

F. Requesting authority to exercise the additional one (1) year term extension as provided in the current contract for:"PAGER SERVCIES" for the Hidalgo County Sheriff's Office, under the same rates, terms and conditions with YODER ENTERPRISES, INC.

d/b/a ADVANCED PAGING-Effective: 01/01/09

G. Requesting authority to exercise the "sixty (60) day exension", as provided in the current contract for:"BULLET PROOF VESTS)" for the Hidalgo County Sheriff's Office, under the same rates, terms and conditions with LONE STAR UNIFORMS, INC.-Effective: 01/01/09

BACKGROUND

Acknowledgment and Approval by Hidalgo County Sheriff's Office
Letters of Extensions to (Vendors)

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1100-423-21-280-002-0-331
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
Available balance as of 12-12-08 $128,446.20

FISCAL YEAR: 2008 **ACCT. #:** 8-1100-421-00-280-001-0-434
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
Available balance as of 12-12-08 $33,561.34

FISCAL YEAR: 2008 **ACCT. #:** 8-1100-421-00-280-001-0-533
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
Available balance as of 12-12-08 $586.60

FISCAL YEAR: 2008 **ACCT. #:** 8-1100-423-21-280-002-0-432
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
Available balance as of 12-12-08 $29,425.71

FISCAL YEAR: 2008 **ACCT. #:** 8-1100-421-00-280-001-0-611
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
Available balance as of 12-12-08 $62,756.80

Attachments

Link: Acknowledgment/Approval from HCSO
Link: Dr Marin Garza-Extension Letter
Link: VSL-Extension Letter

Link: Dr. Gumaro Garza-Extension Letter
Link: Argus Security Syst-Extension Letter
Link: Advanced Paging-Extension Letter
Link: E-07-464-12-11-Contract-Dr. Marin Garza
Link: E07-464A-12-11-Dr Gumaro Garza-Contract
Link: C-07-125-12-11-VSL-Conract
Link: C-07-125-12-11-VSL-Conract
Link: C-07-121-12-26-Advanced Paging-Contract
Link: C-07-456-12-18-Argus Security Syst-Contract
Link: E-08-064-01-22-Lone Star Uniform-Contract
Link: Lone Star Uniforms-60 day Ext

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	12/11/2008 12:07 PM	APRV
2	Budget & Management	Veronica Lopez	12/11/2008 02:52 PM	APRV
3	Rey Salazar	Rey Salazar	12/12/2008 03:19 PM	APRV
4	Manuel Chapa	Manuel Chapa	12/12/2008 05:10 PM	APRV
5	Auditor's Office		12/12/2008 05:24 PM	NEW

Form Started By: Letty Saenz Started On: 12/10/2008 09:44 AM

Final Approval Date: 12/12/2008

PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM

TO: Honorable Guadalupe Trevino, Sheriff
c/o Anacleto Martinez, Chief Deputy
Hidalgo County Sheriff's Department
Via E-mail amartinez@hidalgoso.org
Via Fax (956) 393-6179

FROM: Leticia Saenz, CPPB/Contracts Manager
Hidalgo County Purchasing Department
leticia.saenz@co.hidalgo.tx.us

DATE: December 10, 2008

RE: ***NOTICE OF INTENT TO EXTEND VARIOUS CONTRACTS FOR HIDALGO COUNTY SHERIFF'S OFFICE***

Chief Martinez, please be advised that I have placed the following contracts for approval of extensions on the next Commissioner's Court meeting of Tuesday, December 16, 2008 as follows:

Contract Nos.	Awarded Vendors	Title of Project	Current Contract Expiration Date	Extension Options Commencement/Expiration
C-07-121-12-26	YODER ENTERPRISES dba ADVANCED PAGING	PAGER SERVICES	01/01/2008 - 12/31/2008	Exercising the addt'l One (1 Year term 01/01/09-12/31/09
C-7-125-12-11	VIDEO SOUND and LIGHTS	Repairs, Installation and Removal of Emergency Equipment, Radios, Computers and Misc.	01/01/2008-12/31/2008	Exercising the first (1st) year of the addt'l two (2)one (1) year term expension 01/01/09-12/31/09
C-07-456-12-18	ALARM SECURITY GROUP, LLC dba ARGUS SECURITY SYSTEMS	Steam Clean Exhaust Ventilation & Svc for Automatic Fire Suppression System	01/01/08-12/31/08	Exercising the first (1st) year of the addt'l two (2)one (1) year term extension 01/01/09-12/31/09
C-07-464-12-11	Dr. MARIN GARZA	PROFESSIONAL MEDICAL SERVICES FOR JAIL INMATES	01/01/2008-12/31/2008	Exercising the second (2nd) year of the addt'l two (2)one (1) year term expension 01/01/09-12/31/09
C-07-470-12-18	SOUTH TEXAS MOBILE X-RAY	Mobile X-Ray Services	01/01/2008-12/31/2008	Exercising the second (2nd) year of the addt'l two (2)one (1) year term expension 01/01/09-12/31/09

Therefore, we hereby request that your department respond if you wish to continue to extend/renew these services or proceed with rebidding for said services. Provided under the current contracts, Hidalgo County Commissioners' Court has the option to exercise the additional one (1) or two (2) one (1) year terms as specified under the same rates, terms, and conditions for the above mentioned contracts.

Please acknowledge receipt and approval to exercise this "option" for the contracts specified by signing below & returning to the Purchasing Department via facsimile to (956) 318-2629 or via e-mail to lettysaenz@yahoo.com by no later than **3:00 p.m. on Wednesday, December 10, 2008** in order to proceed with the placement of approval on the next Commissioner's Court Agenda.

YES ✓ I do wish to obtain the additional one (1) or two (2) one (1) year period extensions.
NO ____ I do not wish to obtain the additional one (1) or two (2) one (1) year period extensions..

If answer is no, please explain: _____

Hidalgo County Sheriff's Office
Authorized Signature: _____ **Date:** 12-10-08

Thank you for your prompt attention and cooperation to this important matter. Should you require further assistance, please do not hesitate to contact me at (956) 292-7000 x-4861.

xc: Juan Tapia, Procurement Specialist Via e-mail juan.tapia@hidalgoso.org

File

HIDALGO COUNTY SHERIFF'S DEPARTMENT

SHERIFF GUADALUPE "LUPE" TREVIÑO

FAX COVER SHEET
FROM FAX (956) 393-6179
OFFICE (956) 393-6002

INFORMATION TRANSMITTED IS FROM
ADMINISTRATION DIVISON

TO FAX #: 318-2629

SENT TO: Ms. Letty Saenz

FROM: Chief Martinez

DATE: 12/10/2008

NUMBER OF PAGES INCLUDING COVER SHEET: 2

MESSAGE: _____

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 HEADER OF THIS MESSAGE IS NOT THE INTENDED RECIPENT, 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 IMMEDIATELY NOTIFY US BY TELEPHONE AND RETURN THE ORIGINAL MESSAGE TO US AT THE ADDRESS REFERENCED BELOW VIA THE UNITED STATES POSTAL SERVICE. THANK YOU.

711 EL CIBOLO ROAD • P.O. BOX 1228 • EDINBURG, TEXAS 78540
• (956) 383-8114 •

PURCHASING DEPARTMENT
County Of Hidalgo

December 10, 2008

Dr. Marin Garza, M.D.
Tropical Texas Center of MHMR
5115 So. McColl Rd.
Edinburg, Texas 78540

Via Fax (956) 289-7215
or (956) 969-0156

Re: Extension of Contract No. E-07-464-12-11-"Professional Medical Services for Jail Inmates"-Hidalgo County Sheriff's Office

Dear Dr. Garza:

Commissioners' Court will take applicable action (Tuesday, December 16, 2008) in connection with the Hidalgo County's option to extend/renew for the **(second 2nd year)** of the additional two (2) one (1) year periods as provided in the current requirements agreement (under the same rates, terms and conditions).
Effective date of renew/extension is of January 1, 2009.

Please acknowledge receipt of this notice of extension by signing below and returning to the Purchasing Department by no later than, Wednesday, December 11, 2008, 10:00 am.

By: _____ Date: 12/10/08
Dr. Marin Garza, M.D.

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

Sincerely,

Leticia H. Saenz, CPPB/Contracts Manager
Hidalgo County Purchasing Department

xc: file

PURCHASING DEPARTMENT
County Of Hidalgo

December 10, 2008

Valentin A Cardenas, Owner
VIDEO SOUND and LIGHTS
3716 So. US Hwy. 281
Edinburg, Texas 78539

Via Fax (956) 380-1513
Via E-mail vslinc@aol.com

Re: ***C-07-125-12-11- "Repairs, Installation and Removal of Emergency Equip, Radios, Computers and Misc."-Hidalgo County Sheriff's Office***

Dear Mr. Cardenas:

Commissioners' Court will take applicable action (Tuesday, December 16, 2008) in connection with the Hidalgo County's option to extend/renew for the **first (1st) year of the additional two (2) one (1) year periods** as provided in the current contract (under the same rates, terms and conditions). Effective date of renew/extension is of January 1, 2009.

Please acknowledge receipt of this notice of extension by signing below and returning to the Purchasing Department by no later than, Wednesday, December 11, 2008, 10:00 am.

By: _____ Date: 12/10/08
Valentin Cardenas, Owner
Video Sound and Light

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

Sincerely,

Leticia H. Saenz, CPPB/Contracts Manager
Hidalgo County Purchasing Department

xc: file

PURCHASING DEPARTMENT
County Of Hidalgo

December 10, 2008

Via Fax (956) 383-1906
(956) 292-0114

Dr. Gumaro Garza, M.D.
Attn: Elma Garza
502 South Closner
Edinburg, Texas 78540

Re: ***Extension of Contract No. E-07-464A-12-11-"Professional Medical Services for Jail Inmates"-Hidalgo County Sheriff's Office***

Dear Dr. Garza:

Commissioners' Court will take applicable action (Tuesday, December 16, 2008) in connection with the Hidalgo County's option to extend/renew for the **(second 2nd year)** of the additional two (2) one (1) year periods as provided in the current requirements agreement (under the same rates, terms and conditions). Effective date of renew/extension is of January 1, 2009.

Please acknowledge receipt of this notice of extension by signing below and returning to the Purchasing Department by no later than, Wednesday, December 11, 2008, 10:00 a.m.

By: _____ Date: 12/10/08

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 318-2626 ext. 4861. Your cooperation in this matter is greatly appreciated and we hope your company will continue its business relationship with the County of Hidalgo.

Sincerely,

Leticia H. Saenz, CPPB
Hidalgo County Contracts Manager

xc: File

PURCHASING DEPARTMENT
County Of Hidalgo

December 10, 2008

Rene De Leon, Suppression Supervisor
ALARM SECURITY GROUP, LLC
d/b/a ARGUS SECURITY SYSTEMS;
ASG MONITORING, LLC.
314 Ash Avenue
McAllen, Texas 78501

Via Fax (956) 686-2427
Via E-mail rdeleon@asgsecurity.com

Re: ***C-07-456-12-18 - "Steam Clean Exhaust Ventilation & Service for Automatic Fire Suppression System" - Hidalgo County Sheriff's Office***

Dear Mr. De Leon:

Commissioners' Court will take applicable action (Tuesday, December 16, 2008) in connection with the Hidalgo County's option to extend/renew for the first (1st) **year** of the additional two (2) one (1) year periods as provided in the current contract (under the same rates, terms and conditions). Effective date of renew/extension is of January 1, 2009.

Please acknowledge receipt of this notice of extension by signing below and returning to the Purchasing Department by no later than, Wednesday, December 11, 2008, 10:00 am.

By: _____ Date: 12-11-08
Rene De Leon, Suppression Supervisor
Argus Security Systems

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

Sincerely,

Leticia H. Saenz, CPPB/Contracts Manager
Hidalgo County Purchasing Department

xc: file

PURCHASING DEPARTMENT
County Of Hidalgo

December 10, 2008

Dwight F. Yoder, Vice-President
YODER ENTERPRISES, INC. d/b/a
ADVANCED PAGING
600 Ash Avenue
McAllen, Texas 78501

Via Fax (956) 213-1194
Via E-mail dwightyoder@hotmail.com

Re: *C-07-121-12-26- "PAGER SERVICES"-Hidalgo County Sheriff's Office*

Dear Mr. Yoder:

Commissioners' Court will take applicable action (Tuesday, December 16, 2008) in connection with the Hidalgo County's option to extend/renew for the additional **one (1) year period** as provided in the current contract (under the same rates, terms and conditions).
Effective date of renew/extension is of January 1, 2009.

Please acknowledge receipt of this notice of extension by signing below and returning to the Purchasing Department by no later than, Wednesday, December 11, 2008, 10:00 am.

By: _____ Date: 12-11-08
Dwight F. Yoder, Vice President
Yoder Enterprises, Inc. db/a Advanced Paging

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

Sincerely,

Leticia H. Saenz, CPPB/Contracts Manager
Hidalgo County Purchasing Department
xc: file

PURCHASING DEPARTMENT
County Of Hidalgo

E-07-464-12-11

December 5, 2007

Dr. Marin Garza, M.D.
Tropical Texas Center of MHMR
P.O. Box Drawer 1108-5115 So. McColl Rd.
Edinburg, Texas 78540

Via Fax (956) 969-0156

Re: ***Extension of Contract No. C-05-377-12-20 - "Professional Medical Services"-Hidalgo County Sheriff's Office***

Dear Dr. Garza:

Please be advised that Hidalgo County will be requesting permission by the Hidalgo County Commissioners' Court at the regular meeting on, Tuesday, December 11, 2007 to exercise the **(first 1st year)** of the option to *extend* contract for **an additional two (2) one (1) year terms (as stated in the current contract)**. Commencement date (if approved) will become effective as of **January 1, 2008** under the same rates, terms and conditions and expiring on **December 31, 2008.**

Please acknowledge receipt of notice of intent to extend contract of same by signing below and returning to the Purchasing Department by ***no later*** than, **Wednesday, December 5, 2007, 2:00 p.m., Via Facsimile to (956) 956-318-2629, Attn: Leticia Saenz, Contracts Mgr.**

Dr. Marin Garza, M.D.

By: _____ Date: 12/5/07

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 318-2626 ext. 4861. Your cooperation in this matter is greatly appreciated and we hope your company will continue its business relationship with the County of Hidalgo.

Sincerely,

Leticia H. Saenz, CPPB
Hidalgo County Contracts Manager

xc: File

2/2 9569 969 956 HIDALGO CO. PURCHASING 11:26 12/05/07

AdvocateMD
Medical Professional Liability Insurance

Certificate Of Insurance

Advocate, MD Insurance of the Southwest Inc.
Claims Made
Physicians and Surgeons Liability Insurance Policy

Named Insured:

Policy Number: TX 12370
Renewal [X] New Policy [ ]

Marin Garza, M.D.
1901 S. 24th
Edinburg, TX 78539

Policy Period:
Effective Date: January 1, 2008 at 12:01 am
Expiration Date: January 1, 2009 at 12:01 am
Retroactive Date: January 1, 2006
Standard time at the address of the Named Insured

Coverage:

Professional Liability
Per Claim Limit of Liability: $500,000
Annual Aggregate Limit of Liability: $1,000,000

Coverage E Medical Board Defense
Per Claim Limit of Liability: $ 20,000
Annual Aggregate Limit of Liability: $ 60,000

Specialty: General Practice No Surgery

Disclaimer

The insurance afforded under this policy is subject to all terms, exclusions and conditions of the insurance policy. Should coverage be amended, altered or canceled, the obligation to notify the certificate holder, if any, is solely that of the insured and failure to provide such notice shall impose no obligation or liability of any kind upon Advocate, MD Insurance Company of the Southwest Inc., its agents or representatives.

Countersigned: Donna G. Parker
AUTHORIZED REPRESENTATIVE
Issue Date: December 10, 2007

Original

Advocate, MD Insurance of the Southwest Inc.
811 Barton Springs Road, Suite 800, Austin, TX 78704
800-686-2734 Main (512) 275-1830 Local (512) 275-1810 Fax
WWW.ADVOCATEMD.COM

3/4 9562689744 Physical TX Center Dec-17-2007 10:42 AM

41 03 IL SBM This **Spectrum Policy** consists of the Declarations, Coverage Forms, Common Policy Conditions and any other Forms and Endorsements issued to be a part of the Policy. This insurance is provided by the stock insurance company of The Hartford Insurance Group shown below.

INSURER: HARTFORD LLOYDS INSURANCE COMPANY
785 GREENS PARKWAY, SUITE 200, HOUSTON, TX 77067
COMPANY CODE: B

THE HARTFORD

Policy Number: 65 SBM IL0341 DX

SPECTRUM POLICY DECLARATIONS

ORIGINAL

*1500265IL03410101 00982

Named Insured and Mailing Address: DR MARIN GARZA
(No., Street, Town, State, Zip Code)
PO BOX 180
LINN TX 78563
USAA #: 112717850

Policy Period: **From** 10/04/07 **To** 10/04/08 1 YEAR
12:01 a.m., Standard time at your mailing address shown above. **Exception:** 12 noon in New Hampshire.

Name of Agent/Broker: USAA INSURANCE AGENCY INC/PHS
Code: 812846

Previous Policy Number: NEW

Named Insured is: INDIVIDUAL

Audit Period: NON-AUDITABLE

Type of Property Coverage: NONE

Insurance Provided: In return for the payment of the premium and subject to all of the terms of this policy, we agree with you to provide insurance as stated in this policy.

TOTAL ANNUAL PREMIUM IS: $350 MP

Countersigned by Margie K. Ape
Authorized Representative

10/05/07
Date

*1500265IL03410101 00983

BUSINESS LIABILITY	LIMITS OF INSURANCE
LIABILITY AND MEDICAL EXPENSES	$2,000,000
MEDICAL EXPENSES - ANY ONE PERSON	$ 10,000
PERSONAL AND ADVERTISING INJURY	$2,000,000
DAMAGES TO PREMISES RENTED TO YOU ANY ONE PREMISES	$ 300,000
AGGREGATE LIMITS PRODUCTS-COMPLETED OPERATIONS	$4,000,000
GENERAL AGGREGATE	$4,000,000
EMPLOYMENT PRACTICES LIABILITY COVERAGE: FORM SS 09 01	
EACH CLAIM LIMIT	$ 5,000
DEDUCTIBLE - EACH CLAIM LIMIT NOT APPLICABLE	
AGGREGATE LIMIT	$ 5,000

RETROACTIVE DATE: 10042007

This **Employment Practices Liability Coverage** contains claims made coverage. Except as may be otherwise provided herein, specified coverages of this insurance are limited generally to liability for injuries for which claims are first made against the insured while the insurance is in force. Please read and review the insurance carefully and discuss the coverage with your Hartford Agent or Broker.

The Limits of Insurance stated in this Declarations will be reduced, and may be completely exhausted, by the payment of "defense expense" and, in such event, The Company will not be obligated to pay any further "defense expense" or sums which the insured is or may become legally obligated to pay as "damages".

Advocate MD
Medical Professional Liability Insurance

Certificate Of Insurance

Advocate, MD Insurance of the Southwest Inc.
Claims Made
Physicians and Surgeons Liability Insurance Policy

Named Insured:

Marin Garza, M.D.
1901 S. 24th
Edinburg, TX 78539

Policy Number: TX 12370
Renewal [X] New Policy [ ]

Policy Period:

Effective Date:	January 1, 2008 at 12:01 am
Expiration Date:	January 1, 2009 at 12:01 am
Retroactive Date:	January 1, 2006

Standard time at the address of the Named Insured

Coverage:

Professional Liability

Per Claim Limit of Liability:	$500,000
Annual Aggregate Limit of Liability:	$1,000,000

Coverage E Medical Board Defense

Per Claim Limit of Liability:	$ 20,000
Annual Aggregate Limit of Liability:	$ 60,000

Specialty: General Practice No Surgery

Disclaimer

The insurance afforded under this policy is subject to all terms, exclusions and conditions of the insurance policy. Should coverage be amended, altered or canceled, the obligation to notify the certificate holder, if any, is solely that of the insured and failure to provide such notice shall impose no obligation or liability of any kind upon Advocate, MD Insurance Company of the Southwest Inc., its agents or representatives.

Countersigned: Donna J. Parker
AUTHORIZED REPRESENTATIVE

Issue Date: December 10, 2007

Original

Advocate, MD Insurance of the Southwest Inc
811 Barton Springs Road, Suite 800, Austin, TX 78704
800-686-2734 Main (512) 275-1830 Local (512) 275-1240 Fax
WWW.ADVOCATEMD.COM

FTX1

TEXAS LIABILITY INSURANCE CARD

Name and Address of Insured

MARIN GARZA
PEGGY B GARZA
COL USA RET
PO BOX 180
LINN TX 78563-0180

fold

MARIN GARZA
PEGGY B GARZA

Insurance Company		
UNITED SERVICES AUTOMOBILE ASSN		
Policy Number	**Effective Date**	**Expiration Date**
01271 78 50U 7101 7	02/16/08	08/16/08
Vehicle Make/Model/Vehicle Identification Number		**Year**
CHEV AVALANC 1500 3GNEC12Z15G155844		2005

This policy provides at least the minimum amounts of liability insurance required by the Texas Motor Vehicle Safety Responsibility Act for the specified vehicle and named insureds and may provide coverage for other persons and other vehicles as provided by the insurance policy.

back

Texas Liability Insurance Card
Keep this card.

IMPORTANT: This card or a copy of your insurance policy must be shown when you apply for or renew your:

- motor vehicle registration
- driver's license
- motor vehicle safety inspection sticker.

You also may be asked to show this card or your policy if you have an accident or if a peace officer asks to see it.

All drivers in Texas must carry liability insurance on their vehicles or otherwise meet legal requirements for financial responsibility. Failure to do so could result in fines up to $1,000, suspension of your driver's license and motor vehicle registration, and impoundment of your vehicle for up to 180 days (at a cost of $15 per day).

Additional copies available at usaa.com.
POLICY SERVICE (800) 531-8111
CLAIMS (800) 531-8222

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

CONTRACT FOR SERVICES
C-05-377-12-20

THIS AGREEMENT is made as of the 1st day of, January, 2006 by and between **HIDALGO COUNTY, TEXAS,** a political subdivision of the State of Texas (hereinafter "County") and **Marin Garza, M.D.** (hereinafter "Physician") to serve at the pleasure of the Hidalgo County Commissioners' Court.

W I T N E S S E T H:

WHEREAS, County desires to contract with a person to provide the services necessary to act as the provider of professional medical services for the residents of the Hidalgo County Adult Detention Facility (the "Clients") that are more specifically set forth hereinafter; and

WHEREAS, Physician has agreed to provide the services enumerated hereinafter for Hidalgo County Adult Detention Facility (the "Jail").

NOW, THEREFORE, for the mutual consideration expressed hereinafter, County and Physician agree as follows:

1. Physician agrees to provide to the Jail and its Clients the services required of Physician until replaced by Hidalgo County. These services include, but are not limited to:

   (a) Providing and maintaining a medical license under which all medical activities of the Jail employees will take place;

AI-6882 **15.I.1.**

HCSO-Extension-Contract No. C-05-377-12-20,C-05-377a-12-20, C-05-191-12-06 & C-06-286-11-21

CC REGULAR

Date: 12/11/2007
Submitted By: Letty Saenz, PURCHASING DEPT.
Submitted For: Letty Saenz
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Sheriff's Office

---

Information

CAPTION

1. Requesting authority to exercise the first (1st) year of the additional two (2) one (1) year term extension as provided in current contract for: "Professional Medical Services" for the Hidalgo County Adult Detention Facility, under the same rates, terms and conditions with Dr. Marin Garza, M.D.- Effective: 01/01/08 - 12/31/08

2. Requesting authority to exercise the first (1st) year of the additional two (2) one (1) year term extension as provided in current contract for: "Professional Medical Services" for the Hidalgo County Adult Detention Facility, under the same rates, terms and conditions with Dr. Gumaro Garza, M.D.- Effective: 01/01/08 - 12/31/08

3. Requesting authority to exercise the first (1st) year of the additional three (3) one (1) year term extension as provided in current contract for: "Inmate Pay Telephone Services" for the Hidalgo County Sheriff's Office, under the same rates, terms and conditions with Evercom Systems, Inc. a division of Securus Technologies- Effective: 12/06/07 - 12/05/08

4. Requesting authority to exercise the one (1) year option to extend as provided in the current contract for: "Repairs of Kitchen Equipment and Appliances" for the Hidalgo County Sheriff's Office, under the same rates, terms and conditions with Hobart Corporation - Effective: 01/01/08 - 12/31/08

BACKGROUND

Letter of Extension-Dr. Marin Garza, M.D.
Letter of Extension-Dr. Gumaro Garza, M.D.
Letter of Extension-Evercom Systems, Inc. (Securus Technolgies)
Letter of Extension-Hobart Corporation

Fiscal Impact

FISCAL YEAR: **ACCT. #:** 7-1100-423-21-280-002-0-331
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Items 1 & 2. Available balance is $80,703.91 as of 12/6/07. Original 2007 budget was $300,000.00 (presume similar funding in 2008).

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Item 3. Generates revenue for the jail commissary deptartment (as per Virginia at the Sheriff's Office)

FISCAL YEAR: **ACCT. #:** 7-1100-423-21-280-0020-432

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

BUDGETARY IMPACT:

Item 4. Available balance is $20,436.34 as of 12/6/07. Original 2007 budget was $77,000.00 (presume similar funding in 2008).

Attachments

Link: Approval by HCSO on Extensions
Link: Extension-Dr. Marin Garza-Prof Physician Svc-HCSO
Link: Extension-Dr. Gumaro Garza-Prof Physician Svc-HCSO
Link: Extension-Evercom Systems Inc-Inmate Pay Telephone Svc-HCSO
Link: Extension-Hobart Corp-HCSO

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
	(Originator)	Letty Saenz	12/04/2007 03:59 PM	CREATED
1	Purchasing Department	Marty Salazar	12/06/2007 11:46 AM	APRV
2	Budget & Management	Damaris San Miguel	12/06/2007 03:05 PM	APRV
3	Dale Kennan	Dale Kennan	12/06/2007 03:45 PM	APRV
4	Auditor's Office			NEW
5	Court Administrator			

Form Started By: Letty Saenz Started On: 12/04/2007 03:59 PM

(b) Providing standing delegation orders to nurse practitioners and nurses and supervising medical procedures:

(c) Conduct physical examinations of the Clients as required by the Jail;

(d) Conducting other evaluations and tests on each client as required by the Jail ;

(e) Interpreting the results of any test conducted under (b) or (c) above and submitting a written report to the Jail of the results of such tests and examinations, as required by the Jail, including but not limited to, the Radiology Tests (i.e. X-rays for all inmates) performed on Hidalgo County Inmates involving and/or subject to tuberculosis;

(f) Together with a nurse , provided at the sole cost and expense of the Jail, Physician will conduct and /or oversee Sick Call Clinics for all inmates incarcerated at the Jail who require medical services two (2) hours per day, twice a week. It will be the duty of the R.N. Supervisor and/or Infirmary Administrator to organize additional clinic visits by the Physician to follow up medications, treatments and similar requirements;

(g) Physician shall adopt and implement workplace guidelines concerning inmates with AIDS and HIV infection and shall develop and implement guidelines regarding confidentiality of AIDS and HIV-related medical information for employees of Physician and for Clients, inmates, patients, and/or residents served by the Physician.

(h) Provides consultation, hands on treatment and other related medical services to inmates while assessing their health needs and designing treatment plans during regularly scheduled visits to the Jail Facilities;

(i) Physician shall refer inmates to a hospital or specialty clinic for treatment and care whenever the health care required is beyond the resources available at the jail;

(j) Physician shall oversee the preparation, maintenance and submission of all records that are designated, required or prescribed be either the Jail or the Texas Commission on Jail Standards;

(k) Physician shall permit Jail and the Texas Commission on Jail Standards to audit or inspect records and reports, review services and/or evaluate the performance of the services provided hereunder at any time;

(l) Physician shall provide reasonable access to all records, books, reports and other data and information needed to accomplish reviews of activities, services and expenditures of the Jail;

(m) Physician will order prescription medications utilizing the approved formulary provided by the jail, unless in the best interest of the patient as is deemed by the Physician;

(n) The qualified Physician must provide and maintain a Texas Controlled Substance Registration listing the Jail's physical address in order to maintain and store/stock medications needed by the Contract Physician and Detention Infirmary Department;

2. Physician represents that he is a licensed physician licensed by the State of Texas and qualified to perform and execute the services provided above. If such license is suspended or revoked, this Contract shall automatically be terminated and Physician shall immediately notify the Hidalgo County Sheriff or such suspension or revocation.

3. As consideration for the above and foregoing, Physician shall submit a monthly billing statement to the Jail (P.O. Box 1228, Edinburg, Texas 78540). Said statement must provide an itemized list of services rendered to the Jail during the statement period. Upon receipt of said statement, the Jail shall submit a requisition for payment of said services in the customary manner provided for payments utilized by Hidalgo County, Texas. Physician shall be compensated in the amount of Three Thousand Three Hundred Thirty and No/100ths Dollars ($3,330) per month for the services provided to the Jail hereunder.

4. Physician must comply with all applicable laws and regulations of the Jail and County policies. Notwithstanding the foregoing sentence, Physician represents and maintains that he is not an employee of the Jail, Hidalgo County, Texas, or any agency thereof, and represents and warrants that he does not desire or request any fringe benefits provided to employees of Jail, Hidalgo County, Texas, and/or any agency thereof, including, but no limited to benefits associated with Hidalgo County's Civil Service Program. Physician agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder.

5. The Jail and Physician agree that either party may terminate this contract at any time for any reason or no reason at all. Physician agrees to give County two

weeks notice of his intent to terminate Contract; however, if County is unable to find a suitable replacement, Physician agrees to continue for a period not to exceed thirty days at the same compensation stipulated in this Contract so that County may have an additional period of time to find a suitable replacement.

6. Physician agrees to provide professional liability insurance covering his activities in providing the services for County in an amount not less than the minimum amounts prescribed by the Texas Tort Claims Act, §101.001, et seq., Texas Civil Practices and Remedies Code, and shall furnish County a certificate issued by the insurer that such insurance is in full force and effect.

7. Physician may not assign the obligations or rights under this Contract to any person without the prior written consent of County.

8. Physician agrees to comply with the Title VI of the Civil Rights Act of 1964.

9. The term of this Contract shall be for a period of two (2) years and shall commence on January 1, 2006 and end on December 31, 2007 with the County's option to renew for two (2) one (1) year options.

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

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

If to Physician: Marin Garza M.D.
PO Box 180
Linn, Texas 78563

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

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

Approved by Commissioners' Court of Hidalgo County on this the **20th** day of **December, 2005.**

Approved as to form:

Atlas & Hall LLP

By _____
~~Atlas & Hall, LLP~~
Date: 1-4-06

COUNTY OF HIDALGO, TEXAS

Approved by Commissioners' Court
on 12-20-05

By: _____
Ramon Garcia, County Judge
Date: 1-6-06

ATTEST:

_____
Eddy Trevino, Acting County Clerk
Date: 1/6/06

PHYSICIAN:

By _____
Marin Garza, M.D.
Date: 1/6/06

EXHIBIT "A"
RFP/Q
REQUIREMENTS

EXHIBIT A
REQUIREMENTS

HIDALGO COUNTY
REQUEST FOR QUALIFICATIONS AND PROPOSAL

Physician(s) Services for the Adult Detention Facility
Bid No: 05-377-12-07ROL

Hidalgo County is inviting statements of qualifications from qualified Physician(s) to provide physician services for Hidalgo County Adult Detention Facility . The County of Hidalgo is seeking to enter into a services contract(s) with a state-registered/licensed (Texas) physician(s). The Hidalgo County Purchasing Department will receive sealed envelopes containing statements of qualifications and proposals for the provision of **"Physician(s) Services for the Adult Detention Facility"** as specified herein. Statements of qualifications and proposals will be accepted until **9:30 A.M., Wednesday, December 07, 2005. ANY RFQ&P RECEIVED AFTER THAT DATE AND TIME WILL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED.**

Deliver Submittal to:

RFQ&P No: **05-377-12-07ROL**
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
100 E. Cano, 4th Floor
Edinburg, Texas 78539

The Submittal Envelope Must Show the RFQ&P Number, Name and Acceptance Date.

The following outlines the Request For Qualifications and Proposal:

SECTION I
GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION: Hidalgo County is requesting that statements of qualifications and proposals be routed to Martha L. Salazar, CPPB, Purchasing Agent, at 100 E. Cano, 4th Floor, Edinburg, Texas 78539. **WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMILE BY NO LATER THAN Wednesday, November 30, 2005, at 5:00 P.M. at (956) 318-2629. Responses will be sent to all applicants via facsimile by Friday, December 2, 2005. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

CONFLICT OF INTEREST: Submitters must have a "non-conflict of interest" affidavit on file prior to contract award.

NON-COLLUSION: Submitters, by submitting a signed submission, certify that the accompanying submission is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Texas or United States law.

NON-DISCRIMINATION: Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT: Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF BIDS: Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS: It is the responsibility of the submitter to review the Request for Qualifications and Proposal (RFQ&P) packet and to notify the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the requirements or bidding procedures must be received in the Purchasing Department not less than seventy-two hours prior (December 7, 2005), to the time set for the opening. These criteria also apply to requirements that are ambiguous.

PROPOSAL DELIVERY: Hidalgo County requires submitters, when hand delivering SOQ's, to have a Purchasing Department representative time/date stamp and initial the envelope when dropping RFQ&P off.

SIGNING OF QUALIFICATIONS: In order to be considered all submittals **must** be signed. **Please sign the original in blue ink.**

WAIVING OF INFORMALITIES: Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

SUBCONTRACTING: The successful submitter may not subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

SECTION II
RFQ&P QUALIFICATIONS/REQUIREMENTS/ SERVICES

Request For Qualifications and Proposal: The required contents and limitations for the preparation of the RFQ&P are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFQ&P. A total of **one (1) original and ten (10) copies** of the RFQ&P shall be submitted to the address on the cover letter.

Contents: The required contents for the RFQ&P are presented below in the order they should be incorporated into the submitted document.

PROJECT OVERVIEW:
The County of Hidalgo must provide pursuant to Texas Commission on Jail Standards provisions, Chapter 273, "Health Services", (medical, dental and health services) in accordance with the approved health services plan. These services may include, but shall not be limited to, the services of a licensed physician, professional and allied health personnel, hospital, or similar service.

PHYSICIAN(S) QUALIFICATIONS-REQUIREMENTS: The County of Hidalgo is seeking to contract with a competent qualified physician(s) to provide services for the Adult Detention Facility. This section will contain the minimum requirements to qualify a competent physician(s) to provide services for the Hidalgo County Adult Detention

Facility, including but not limited to the following:

- Personal Curriculum Vitae;
- Registered and licensed to practice medicine by the Texas Board of Medical Examiners. Copy of current/valid license must be included in this response;
- Must have a minimum of (5) years experience in general practice;
- Must hold and maintain a current/valid certificates by the Drug Enforcement Agency and Texas Department of Public Safety Controlled Substances Registration.
- Revocation or suspension of the Physician's medical license will be cause for immediate termination of the contract. All qualified physician(s) are required to furnish a certification or acknowledgment stating that the physician(s) is free from suspension or debarment pursuant to federal regulation 45CRF76;
- Certification form is included in this packet and must be completed and submitted as part of the response to the RFQ/P;
- The qualified physician(s) should provide a copy of their Professional Liability Insurance (malpractice) as well as all other applicable insurances as required by Hidalgo County and as detailed in Exhibit "C" contained herein;
- Must be or become a member of the Hidalgo County Medical Society;
- Serving on general call 24 hours a day, 7 days a week, except when out of town;
- When unavailable, physician must make all necessary arrangements for a substitute physician to perform the duties of correctional physician;
- Must provide sick call hours of two(2) hours per day, twice a week at the Hidalgo County Adult Detention Facility.

Term of Agreement: The term of the agreement will be for an initial period of 2 years with the County's option to renew for an additional 2 one(1) year terms under the same rates, terms and conditions.

Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforseen delay in award of new bid for next contract term.

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 reimbursement for such charges or expenses shall be passed onto Hidalgo County.

Required Certifications and Submittal: This section will contain any licenses and certifications as required by HIDALGO COUNTY, the STATE OF TEXAS . The qualified physician(s) should add copies of their certificate of license from the Texas Board of Medical Examiners.

SCOPE OF SERVICES: The Physician Services contract will encompass all project-related medical services to the County of Hidalgo including, but not limited to, the following:

(I) Providing and maintaining a medical license under which all medical activities of the Sheriff's Department employees will take place;

(II) Providing standing delegation orders to nurse practitioners and nurses and supervising medical procedures;

(III) Conducting physical examinations of the Clients as required by the Department;
(IV) Conducting other evaluations and tests on each Client as required by the Department;
(V) Interpreting the results of any test conducted under (b) or (c) above and submitting a written report to the Department of the results of such tests and examinations, as required by the Department including but not limit to, the Radiology tests (i.e. X-rays for all inmates) performed on Hidalgo County inmates involving and/or subject to tuberculosis;
(VI) Together with a nurse, provide at the sole cost and expense of the Department, will conduct and oversee Sick Call Clinics for all inmates incarcerated at the Hidalgo County Adult Detention Facility who require medical services. It will be the duty of the R.N. Supervisor and/or Infirmary Administrator to organize additional clinic visits by the Contractor to follow up medications, treatments and similar requirements;
(VII) Physician(s) shall adopt and implement workplace guidelines concerning inmates with AIDS and HIV infection and shall develop and implement guidelines regarding confidentiality of AIDS and HIV-related medical information for employees of Contractor and for Clients, inmates, patients, and/or residents served by the Contractor.
(VIII) Provides consultation, hands-on treatment and other related medical services to inmates while assessing their health needs and designing treatment plans during regularly scheduled visits to the Jail facilities;
(IX) Physician(s) shall refer inmates to a hospital or specialty clinic for treatment and care whenever the health care required is beyond the resources available in the jail;
(X) Physician(s) shall oversee the preparation, maintenance and submission of all records that are designated, required or prescribed by either Department or the Texas Commission on Jail Standards;
(XI) Physician(s) shall permit Department and the Texas Commission on Jail Standards to audit or inspect records and reports, review services and/or evaluate the performance of the services provided hereunder at any time;
(XII) Physician(s) shall provide reasonable access to all records, books, reports and other data and information needed to accomplish reviews of activities, services and expenditures of the Department;
(XIII) Physician(s) will order prescription medications utilizing the approved formulary provided by the jail, unless in the best interest of the patient as is deemed by the Physician;
(XIV) The qualified Physician(s) must provide and maintain a Texas Controlled Substance Registration Certificate listing the Adult Detention Centers' physical address in order to maintain and store/stock medications as needed by the Contract Physician(s) and Detention Infirmary Department;

Understanding of the Project: This section should demonstrate the physician(s) understanding of the project needs, the services required, and any local issues or concerns. This description should be concise, candid, and thorough (not to exceed 3 pages in length).

PHYSICIAN(S) ARE NOT TO PROVIDE A FEE SCHEDULE WITH THIS SUBMITTAL: The fee will be negotiated in accordance with the Professional Services Procurement Act, Tex. Govt. Code Ann. 2254.001), et seq. Once selected, proposer is to provide a fee proposal based on the scope of work.

NUMBER OF COPIES TO BE SUBMITTED: Hidalgo County requires **one (1) original submittal and ten (10) copies**.

SECTION III
SELECTION AND SCHEDULES

SELECTION PROCEDURES: The RFQ&P shall be submitted according to the schedule below.
Proposal Ranking: A Departmental Committee will evaluate and rank the written RFQ&Ps. After the RFQ&Ps have been ranked, the department will make a recommendation to the Hidalgo County Commissioners' Court.

Negotiation Process: If negotiations prove unsuccessful, the next highest ranked firm will be contacted. The County of Hidalgo reserves the right to reject any and all RFQ&Ps.

Termination of Services:
Any contract awarded to a qualified physician will be in effect until (a) the contract expires, (b) performance of all services ordered, or (c) terminated by County with ninety (90) day's written notice prior to cancellation.

PROPOSAL SUBMITTED TO: An original and ten (10) copies of RFQ&Ps should be submitted to:

Martha L. Salazar, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building; 100 E. Cano, 4th Floor
Edinburg, Texas 78539

RFQ&Ps must be submitted by **no later than 9:30 a.m. on Wednesday, December 07,2005**.

EVALUATION: The evaluation system consists of a 100-point system. The firms will be ranked after evaluation. Categories under the 100-point system include response to RFQ&P. RFQ&P submittal evaluation will be based on the criteria outlined in Exhibit B.

EXHIBIT B
SELECTION CRITERIA

HIDALGO COUNTY
REQUEST FOR QUALIFICATIONS AND PROPOSAL

Physician Services for the Adult Detention Facility
05-377-12-07ROL

EVALUATION CRITERIA

RFQ&P Evaluation Criteria

The submitter's RFQ&P will be evaluated based on the criteria presented below. These criteria will be scored on the scales shown on the enclosed "RFQ&P Evaluation Form."

1. Physician(s) Qualifications/Certifications/and other Credentials (30)
The physician(s) should provide information related to his qualifications. The physician(s) must be registered and licensed to practice in the State of Texas. Physician(s) must provide a copy of certificate by the Board of Certification of Family Practitioners, and any other credentials/registrations or other pertinent information that demonstrates qualifications to perform the services required. A list of, and scope of, similar projects for comparative purposes shall be included in an appendix.

2. Understanding the Services/Methodology (20)
The physician(s) must state the approach and/or (methodology) in achieving and rendering all services detailed and required as the Physician(s) by the Hidalgo County Adult Detention Facility. If the Physician(s) currently has an active family practice, the Physician(s) must state in detail how he can comply and render all the services, and requirements detailed for the contract. Physician(s) should include any local issues or concerns that directly affect the physician's understanding of the project.

3. Experience (20)
The physician(s) meets the five (5) year practice required.

4. Ability to Commit to all Services Required (30)
The physician(s) should provide as much background information as to it's experience in providing similar services to City, County or any other governmental agencies. Reference information should be as current as possible, especially contact persons and telephone numbers.

RFQ&P EVALUATION FORM

	Selection Criteria	*RIF Range	*RIF Max.		Score
1.	Physician Qualifications/ Certifications/and other Credentials	25-30	(30)	=	( )
2.	Understanding of Services/ Methodology	15-20	(20)	=	( )
3.	Experience	15-20	(20)	=	( )
4.	Ability to Commit to all Services Required	25-30	(30)	=	( )
		Total	100%	**Total Score**	_____

Provider: _____

Evaluator: _____ Date: _____

* The Relative Importance Factor (RIF) is the relative importance (or weight) of each criterion as it relates to the particular project, and must be within the specified acceptable range. The RIF is expressed as a percentage of the total importance of the project, and always totals 100%.

EXHIBIT "B"
RFP/Q
RESPONSE

Marin Garza, M.D.
2016 John Avenue
Edinburg, Texas 78539

Previous Positions

July 1, 1975 – Dec. 31, 1990: (Partner) Edinburg Medical Center
May 6, 1991 – Dec. 31, 1991: (Partner) Family Medicine Center
1991 –1997: (Part Time) Hidalgo County Adult Detention Center (Jail)

Present Position

Oct. 1991- Present: Medical Director at Tropical Mental Health and Mental Retardation in Edinburg

Education

High School- Edinburg High School
Degree: Graduate with Diploma, 1963

College: University Of Texas Austin

Degree: Bachelor of Science in Pharmacy, 1969

Graduate: University of California San Diego, School of Medicine

Degree: Doctor of Medicine (June 1975)

FILED
AT_____O'CLOCK ____M
DEC - 7 2005
EDDY TREVINO, COUNTY CLERK
HIDALGO COUNTY, TEXAS
BY_____DEPUTY

Internship: Completed a rotating internship at St. Joseph Hospital in Houston, Texas from 1975-1976. Have completed over 100 hours of CME annually over the last seven years. Only twenty-five hours yearly are required by Board of Medical Examiners. CME hours have been in psychiatry also have been attending Thursday morning psychiatry meetings at TTCMHMR for the past seven years. Dr. David Moron has been my psychiatric mentor as well as Medical Director.

Professional Activities: Texas Medical Association Texas National Guard: ~~twenty years~~ 28 Retired, ~~still active~~. Hidalgo Starr County Medical Association Palmer Drug Abuse Program, Past Board Member Interim Director of Rehabilitation Program at Edinburg General Hospital: October 1990 to Dec. 1990, Team Doctor to Edcouch-Elsa School District: Sixteen years, Team Doctor for University of Texas Pan American, Team Doctor for Pharr San Juan Alamo School District: one year, University of Texas Pan American Health Center (part time) one year, Rio Grande Bible institute Health Clinic (part time) three years, Hidalgo County Boot Camp Health Clinic (part time) two years , Medical Director of Edinburg EMS Ambulance Services three years.

Service Activities

Involved in Operation Desert Storm in Riyadh, Saudi Arabia, as a Lt. Col. With the Texas National Guard from January 10, 1990 thru March 18, 1990. I had intensive training in Mass Casualties, Acute Trauma Life Support. I have CPR Certification. I was Commander of Det 5- Starc Medical Unit in Texas Army National Guard based out of Camp Mabry in Austin, Texas.

Service Activities Continuation

I was also State Surgeon for Texas National Guard. Commander of operation Lone Star last ~~two~~ five years and for current operation Lone Star 04 this July 2004. Board of Director in Rio Grande Valley Border Health Council. Board of Director for Rio Grande Drug and Alcohol Council. I am also member of Edinburg Golf Board for City.

Priority

COMMUNICATION PLANNER

Name:	E-mail:
Company:	
Position:	
Address:	
	www. 11/30/05
Bus.: Fax:	Res.: Cell.:

Type ✓	Date/ Note	Time/ Seq.	Subject	Response	Follow-up Date

My Name is Maria Garza — born & raised in Edinburg, TEXAS — Graduated from UT Austin Pharmacy School in 1969 — from Univ. California - San Diego - Medical School in 1975. — Did a Rotating Internship at St. Joseph Hospital in Houston TEXAS. — Began General Practice in 1975 and Continued to practice Family with at Tropical TEXAS MHMR doing Psychiatry and general Medicine. —

I Worked at Hidalgo County Jail for about 6 years doing Court Job I am applying for (Medical Clinic) and also Started Clinic at Hidalgo County Boot Camp and did Physical at Restitution Center also — for several years.

I am Licensed to Practice in TEXAS since 1975. As I said I worked at Hidalgo County Detention Center from 1998 - 1999 and am aware of duties and responsibilities. —

Currently I work at Detention Center through Contract through TTC MHMR and do my clinic responsibly. I try my best to be Cost effective in use of formulary.

I am committed to do this task again & given the task,

thank You —

Maria Garza MD

Over

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Item # PS0111

Type: O = Outgoing Call I = Incoming Call M = Meeting
E = E-Mail C = Correspondence F = Facsimile

TEXAS CONTROLLED SUBSTANCES REGISTRATION CERTIFICATE

TEXAS DEPARTMENT OF PUBLIC SAFETY
CRIMINAL LAW ENFORCEMENT DIVISION, NARCOTICS SERVICE
CONTROLLED SUBSTANCES REGISTRATION, PO Box 4087, AUSTIN, TEXAS 78773

DPS REGISTRATION NUMBER	DATE EXPIRED	FEE PAID
A00277[illegible]6	03/31/2008	EXEMPT

SCHEDULES	BUSINESS ACTIVITY	DATE ISSUED
(2,2N,[illegible],3N,4,5)	PRACTITIONER	03/13/2007

REGISTERED NAME AND ADDRESS

MARI[illegible] GARZA MD
TROP[illegible]CAL TEXAS CENTER FOR MHMR
5115 SOUTH MCCOLL ROAD
EDIN[illegible]URG TX 78539

THE TEXAS CONTROLLED SUBSTANCES ACT, CHAPTER 481 OF THE HEALTH AND SAFETY CODE, PROVIDES THAT THE TEXAS DEPARTMENT OF PUBLIC SAFETY MAY DENY A CONTROLLED SUBSTANCES REGISTRATION OR THAT A CONTROLLED SUBSTANCES REGISTRATION MAY BE SUSPENDED OR REVOKED.

THE STATE OF TEXAS

THIS REGISTRATION IS NOT TRANSFERABLE ON CHANGE OF OWNERSHIP, CONTROL, LOCATION, OR BUSINESS ACTIVITY AND NOT VALID AFTER THE EXPIRATION DATE.

TEXAS MEDICAL BOARD

[illegible] AUSTIN, TEXAS [illegible]

PHYSICIAN PERMIT

THE STATE OF TEXAS

LICENSE [illegible] NUMBER
[illegible]

EXPIRATION DATE
11-30-2008

MARIN[illegible] GARZA, MD
P O [illegible] DRAWER 1408
EDINBURG TX 78540-1408

THIS CERTIFIES THAT THE LICENSE HOLDER NAMED AND NUMBERED HEREON HAS PROVIDED THIS BOARD THE INFORMATION REQUIRED BY LAW AND THE FEE FOR REGISTRATION FOR THE PERIOD INDICATED ABOVE.

PLEASE REPORT ANY CHANGE OF ADDRESS

CONTROLLED SUBSTANCE REGISTRATION CERTIFICATE
UNITED STATES DEPARTMENT OF JUSTICE
DRUG ENFORCEMENT ADMINISTRATION
WASHINGTON, D.C. 20537

DEA REGISTRATION NUMBER	THIS REGISTRATION EXPIRES	FEE PAID
AG6980[illegible]5	09-30-2010	Exempt

SCHEDULE	BUSINESS ACTIVITY	DATE ISSUED
2N,3,3N 4,5	PRACTITIONER	08-02-2007

GARZA, M[illegible]ARIN MD
1901 SOU[illegible]TH 24TH STREET
EDINBUR[illegible]G, TX 78539

This registration is only for use at Federal or State institutions.

Sections 304 and 1008 (21 U.S.C. 824 and 958) of the Controlled Substances Act of 1970, as amended, provide that the Attorney General may revoke or suspend a registration to manufacture, distribute, dispense, import or export a controlled substance.

Form DEA-223 (05/04)

THIS CERTIFICATE IS NOT TRANSFERABLE ON CHANGE OF OWNERSHIP, CONTROL, LOCATION, BUSINESS ACTIVITY, OR VALID AFTER THE EXPIRATION DATE.

EXHIBIT "B1"
NEGOTIATED
MONTHLY
AMOUNT

PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM
(IMMEDIATE REVIEW AND RESPONSE REQUIRED)

To: Marin Garza M.D.

From: Rolando "Roli" Flores, Buyer
Hidalgo County Purchasing Department

Date: December 13, 2005

Re: Negotiation of proposal -"Physician(s) Services for the Adult Detention Facility".

Bid # 06-377-12-07ROL

Pursuant to action taken by Commissioner's Court on Tuesday, December 13, 2005 approval to negotiate a contract with (Marin Garza M.D.) for the above mentioned project. Please provide your Best and Final Offer to the Purchasing Department by December 14, 2005 by or before 12:00 P.M.

Best and final offer of the proposed contract amount of $. 3,300.00 **Per month.**

AUTHORIZED SIGNATURE	PRINTED NAME	DATE
Marin Garza	Marin Garza MD	12/13/05

EXHIBIT "C"
INSURANCE REQUIREMENTS

PURCHASING DEPARTMENT
County Of Hidalgo

E-07-464A-12-11

December 5, 2007

Dr. Gumaro Garza, M.D.
Attn: Elma Garza
502 South Closner
Edinburg, Texas 78540

Via Fax (956) 383-1906
(956) 292-0114

Re: ***Extension of Contract No. C-05-377a-12-20 - "Professional Medical Services"-Hidalgo County Sheriff's Office***

Dear Dr. Garza:

Please be advised that Hidalgo County will be requesting permission by the Hidalgo County Commissioners' Court at the regular meeting on, Tuesday, December 11, 2007 to exercise the **(first 1st year)** of the option to ***extend*** contract for **an additional two (2) one (1) year terms (as stated in the current contract)**. Commencement date (if approved) will become effective as of **January 1, 2008** under the same rates, terms and conditions and expiring on **December 31, 2008.**

Please acknowledge receipt of notice of intent to extend contract of same by signing below and returning to the Purchasing Department by ***no later*** than, **Wednesday, December 5, 2007, 2:00 p.m., Via Facsimile to (956) 956-318-2629, Attn: Leticia Saenz, Contracts Mgr.**

Dr. Gumaro Garza, M.D.

By: _____ Date: 12/5/07

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 318-2626 ext. 4861. Your cooperation in this matter is greatly appreciated and we hope your company will continue its business relationship with the County of Hidalgo.

Sincerely,

Leticia H. Saenz, CPPB
Hidalgo County Contracts Manager

xc: File

TEXAS MEDICAL LIABILITY INSURANCE UNDERWRITING ASSOCIATION
505 EAST HUNTLAND DR, SUITE 180
AUSTIN, TEXAS
PHONE: 512-452-4370

CERTIFICATE OF INSURANCE

This is to certify that: GUMARO GARZA, M.D.
502 SOUTH CLOSNER
EDINBURG, TX 78539

is insured by Texas Medical Liability Insurance Underwriting Association for the types of insurance and in accordance with the limits of liability, exclusions, conditions, and other terms of the policy hereinafter described. This certificate of insurance neither affirmatively nor negatively amends, extends or alters the coverage afforded by the policy listed below.

Policy Number	Policy Period	Locations to which Certificate Applies
TX113 82	From: 03/15/2007 To: 03/15/2008	State of Texas
Policy Form	Retroactive Date (if applicable)	Limits of Liability
[X] Occurrence [ ] Claims Made		[X] Each Occurrence [X] Aggregate [ ] Each Claim [ ] All Claims
Physicians and Other Non-Institutional Health Care Providers:	[X] Primary [ ] Excess	[X] $200,000.00 [X] $600,000.00
Hospitals and Other Institutional Health Care Providers:	[ ] Primary [ ] Excess	[ ] [ ]

Cancellation: Should the above described policy be cancelled before the expiration date thereof, the Company will endeavor to mail written notice to the below named certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its Agents or Representatives.

CERTIFICATE HOLDER

GUMARO GARZA, M.D.
502 SOUTH CLOSNER
EDINBURG, TX 78539

04/05/2007
Date

By: Deborah Tamplin
Authorized Representative

JUA-67 (REV. 7-1-02)

Safeco [illegible]

Personal Policy Entry - Temporary ID Card

Pol# Y738 .661 Date 03-03-08

EVIDENCE OF COVERAGE

This certifies that the policy of insurance identified here was issued by an authorized insurer and is in force. Coverage meets the limits required by law.

GENERAL INSURANCE COMPANY OF AMERICA GROUP AUTO

Agent SHEPARD WALTON KING INS GROUP
Agent phone 956 682 2841

Effective date: 11-03-08

Expiration date: 05-03-08

Insured GOMARO GARZA
2210 NORMA LN
EDINBURG TX 78539-6911

Veh# 1 2006 LINC 1LNHM83V66Y647389

Loss payee FORD MOTOR CREDIT
P. O. BOX 542000
OMAHA NE 68154-8000

A formal auto ID card will be issued. If not received in 30 days, please contact your agent.

Authorized representative Marie Castillo- Ayala

Attn: Elma
Fax: (956) 383-1906

RECEIVED MAR 0 4 2008

PLEASE NOT OUR NEW ADDRESS AND PHONE NUMBER
P.O. BOX 201 , AUS IN, TX 78768-2018
PHONE# 512/ 05-7010

TEXAS MEDICAL BOARD

IDENTIFICATION CARD

LICENSE/PERMIT NUMBER
E7943

EXPIRATION DATE
05-31-2009

GUMARO xxx GARZA, MD
502 S CLOSNER BLVD
EDINBURG TX 78539-4660

PHYSICIAN PERMIT

TEXAS MEDICAL BOARD

P.O. BOX 2029 • AUSTIN, TEXAS 78768-2029

PHYSICIAN PERMIT

LICENSE/ ERMI NUMBER
E7943

EXPIRATION DATE
05-31-2009

GUMAI O xx GARZA, MD
502 S C LOSNER BLVD
EDINBI RG TX 78539-4660

THIS CE ITIFIES THAT THE LICENSEE/PERMIT HOLDER NAMED AND NUMBERED HEREON HAS PROVIDED THIS BOARD THE I JFORM ATION REQUIRED AND HAS PAID THE FEE FOR REGISTRATION FOR THE PERIOD INDICATED ABOVE
PLEASE KEEP THIS BOARD NOTIFIED OF CHANGE OF ADDRESS

TEXAS CONTROLLED SUBSTANCES REGISTRATION CERTIFICATE

TEXAS DEPARTMENT OF PUBLIC SAFETY
CRIMINAL LAW ENFORCEMENT DIVISION, NARCOTICS SERVICE
CONTROLLED SUBSTANCES REGISTRATION, PO BOX 4087, AUSTIN, TEXAS 78773

DPS REGISTRATION NUMBER	DATE EXPIRED	FEE PAID
6003113 30	03/31/2009	PAID

SCHEDULES	BUSINESS ACTIVITY	DATE ISSUED
(2,2N,3,3N,4,5)	PRACTITIONER	03/14/2008

REGISTERED NAME AND ADDRESS

GUMARO GARZA MD
502 SOUTH CLOSNER
EDINBURG TX 78539

THE TEXAS CONTROLLED SUBSTANCES ACT, CHAPTER 481 OF THE HEALTH AND SAFETY CODE, PROVIDES THAT THE TEXAS DEPARTMENT OF PUBLIC SAFETY MAY DENY A CONTROLLED SUBSTANCES REGISTRATION OR THAT A CONTROLLED SUBSTANCES REGISTRATION MAY BE SUSPENDED OR REVOKED.

THE STATE OF TEXAS

THIS REGISTRATION IS NOT TRANSFERABLE ON CHANGE OF OWNERSHIP, CONTROL, LOCATION, OR BUSINESS ACTIVITY AND NOT VALID AFTER THE EXPIRATION DATE.

NAR-79 (6-05) CERTIFICATE MUST BE READILY RETRIEVABLE AT ALL TIMES

TEXAS DEPARTMENT OF PUBLIC SAFETY

DPS REGISTRATION NUMBER	DATE EXPIRED
6003113	03/31/2009

SCHEDULES

(2,2N,3,3N,4,5)

REGISTERED NAME AND ADDRESS

GUMARO GARZA MD
502 SOUTH CLOSNER
EDINBURG TX 78539

CONTROLLED SUBSTANCE REGISTRATION CERTIFICATE
UNITED STATES DEPARTMENT OF JUSTICE
DRUG ENFORCEMENT ADMINISTRATION
WASHINGTON, D.C. 20537

U.S. Department of Justice · Drug Enforcement Administration

DEA REGISTRATION NUMBER	THIS REGISTRATION EXPIRES	FEE PAID
AG7670346	05-30-2008	Paid

SCHEDULES	BUSINESS ACTIVITY	DATE ISSUED
2,2N,3	PRACTITIONER	05-06-2004
3N,4,5		

GARZA, GUMARO MD
602 S. Closner Blvd.
EDINBURG, TX 78539

THIS CERTIFICATE IS NOT TRANSFERABLE ON CHANGE OF OWNERSHIP, CONTROL, LOCATION, BUSINESS ACTIVITY, OR VALID AFTER THE EXPIRATION DATE.

Form DEA-223 (05/04)

AI-6882 **29.X.0.**

HCSO-Extension-Contract No. C-05-377-12-20,C-05-377a-12-20, C-05-191-12-06 & C-06-286-11-21

CC REGULAR

Date: 12/11/2007
Submitted By: Letty Saenz, PURCHASING DEPT.
Submitted For: Letty Saenz
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Sheriff's Office

Information

CAPTION

I. Requesting authority to exercise the first (1st) year of the additional two (2) one (1) year term extension as provided in current contract for: "Professional Medical Services" for the Hidalgo County Adult Detention Facility, under the same rates, terms and conditions with Dr. Marin Garza, M.D.- Effective: 01/01/08 - 12/31/08

II. Requesting authority to exercise the first (1st) year of the additional two (2) one (1) year term extension as provided in current contract for: "Professional Medical Services" for the Hidalgo County Adult Detention Facility, under the same rates, terms and conditions with Dr. Gumaro Garza, M.D.- Effective: 01/01/08 - 12/31/08

III. Requesting authority to exercise the first (1st) year of the additional three (3) one (1) year term extension as provided in current contract for: "Inmate Pay Telephone Services" for the Hidalgo County Sheriff's Office, under the same rates, terms and conditions with Evercom Systems, Inc. a division of Securus Technologies- Effective: 12/06/07 - 12/05/08

IV. Requesting authority to exercise the one (1) year option to extend as provided in the current contract for: "Repairs of Kitchen Equipment and Appliances" for the Hidalgo County Sheriff's Office, under the same rates, terms and conditions with Hobart Corporation - Effective: 01/01/08 - 12/31/08

BACKGROUND

Letter of Extension-Dr. Marin Garza, M.D.
Letter of Extension-Dr. Gumaro Garza, M.D.
Letter of Extension-Evercom Systems, Inc. (Securus Technolgies)
Letter of Extension-Hobart Corporation

Fiscal Impact

FISCAL YEAR: 2007
ACCT. #: 7-1100-423-21-280-002-0-331
FUNDS AVAILABLE Y/N?:
MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:

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

As per Virginia of the Sheriff's Office (Budget) Dept., funds are available.

FISCAL YEAR: 2007 **ACCT. #:** 7-1100-423-21-280-002-0-432
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:

FISCAL YEAR: **ACCT. #:**
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
No budget impact for the Evercom Systems, Inc. (Securus Technologies) therefore no required acct. # as per Virginia of the Sheriff's Office, all revenues go to the Commissary dept. at the Sherrif's Office.

Attachments

Link: Extension-Evercom Systems Inc-Inmate Pay Telephone Svc-HCSO
Link: Extension-Dr. Marin Garza-Prof Physician Svc-HCSO
Link: Extension-Dr. Gumaro Garza-Prof Physician Svc-HCSO
Link: Extension-Hobart Corp-HCSO

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
	(Originator)	Letty Saenz	12/04/2007 03:59 PM	CREATED
1	Purchasing Department			NEW
2	Budget & Management			
3	Auditor's Office			
4	Court Administrator			

Form Started By: Letty Saenz Started On: 12/04/2007 03:59 PM

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

CONTRACT FOR SERVICES
C-05-377a-12-20

THIS AGREEMENT is made as of the 1st day of, January, 2006 by and between **HIDALGO COUNTY, TEXAS,** a political subdivision of the State of Texas (hereinafter "County") and **Gumaro Garza, M.D.** (hereinafter "Physician") to serve at the pleasure of the Hidalgo County Commissioners' Court.

W I T N E S S E T H:

WHEREAS, County desires to contract with a person to provide the services necessary to act as the provider of professional medical services for the residents of the Hidalgo County Adult Detention Facility (the "Clients") that are more specifically set forth hereinafter; and

WHEREAS, Physician has agreed to provide the services enumerated hereinafter for Hidalgo County Adult Detention Facility (the "Jail").

NOW, THEREFORE, for the mutual consideration expressed hereinafter, County and Physician agree as follows:

1. Physician agrees to provide to the Jail and its Clients the services required of Physician until replaced by Hidalgo County. These services include, but are not limited to:

   (a) Providing and maintaining a medical license under which all medical activities of the Jail employees will take place;

(b) Providing standing delegation orders to nurse practitioners and nurses and supervising medical procedures:

(c) Conduct physical examinations of the Clients as required by the Jail;

(d) Conducting other evaluations and tests on each client as required by the Jail ;

(e) Interpreting the results of any test conducted under (b) or (c) above and submitting a written report to the Jail of the results of such tests and examinations, as required by the Jail, including but not limited to, the Radiology Tests (i.e. X-rays for all inmates) performed on Hidalgo County Inmates involving and/or subject to tuberculosis;

(f) Together with a nurse , provided at the sole cost and expense of the Jail, Physician will conduct and /or oversee Sick Call Clinics for all inmates incarcerated at the Jail who require medical services two (2) hours per day, twice a week. It will be the duty of the R.N. Supervisor and/or Infirmary Administrator to organize additional clinic visits by the Physician to follow up medications, treatments and similar requirements;

(g) Physician shall adopt and implement workplace guidelines concerning inmates with AIDS and HIV infection and shall develop and implement guidelines regarding confidentiality of AIDS and HIV-related medical information for employees of Physician and for Clients, inmates, patients, and/or residents served by the Physician.

(h) Provides consultation, hands on treatment and other related medical services to inmates while assessing their health needs and designing treatment plans during regularly scheduled visits to the Jail Facilities;

(i) Physician shall refer inmates to a hospital or specialty clinic for treatment and care whenever the health care required is beyond the resources available at the jail;

(j) Physician shall oversee the preparation, maintenance and submission of all records that are designated, required or prescribed be either the Jail or the Texas Commission on Jail Standards;

(k) Physician shall permit Jail and the Texas Commission on Jail Standards to audit or inspect records and reports, review services and/or evaluate the performance of the services provided hereunder at any time;

(l) Physician shall provide reasonable access to all records, books, reports and other data and information needed to accomplish reviews of activities, services and expenditures of the Jail;

(m) Physician will order prescription medications utilizing the approved formulary provided by the jail, unless in the best interest of the patient as is deemed by the Physician;

(n) The qualified Physician must provide and maintain a Texas Controlled Substance Registration listing the Jail's physical address in order to maintain and store/stock medications needed by the Contract Physician and Detention Infirmary Department;

2. Physician represents that he is a licensed physician licensed by the State of Texas and qualified to perform and execute the services provided above. If such license is suspended or revoked, this Contract shall automatically be terminated and Physician shall immediately notify the Hidalgo County Sheriff or such suspension or revocation.

3. As consideration for the above and foregoing, Physician shall submit a monthly billing statement to the Jail (P.O. Box 1228, Edinburg, Texas 78540). Said statement must provide an itemized list of services rendered to the Jail during the statement period. Upon receipt of said statement, the Jail shall submit a requisition for payment of said services in the customary manner provided for payments utilized by Hidalgo County, Texas. Physician shall be compensated in the amount of Three Thousand Three Hundred Thirty and No/100ths Dollars ($3,330) per month for the services provided to the Jail hereunder.

4. Physician must comply with all applicable laws and regulations of the Jail and County policies. Notwithstanding the foregoing sentence, Physician represents and maintains that he is not an employee of the Jail, Hidalgo County, Texas, or any agency thereof, and represents and warrants that he does not desire or request any fringe benefits provided to employees of Jail, Hidalgo County, Texas, and/or any agency thereof, including, but no limited to benefits associated with Hidalgo County's Civil Service Program. Physician agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder.

5. The Jail and Physician agree that either party may terminate this contract at any time for any reason or no reason at all. Physician agrees to give County two

weeks notice of his intent to terminate Contract; however, if County is unable to find a suitable replacement, Physician agrees to continue for a period not to exceed thirty days at the same compensation stipulated in this Contract so that County may have an additional period of time to find a suitable replacement.

6. Physician agrees to provide professional liability insurance covering his activities in providing the services for County in an amount not less than the minimum amounts prescribed by the Texas Tort Claims Act, §101.001, et seq., Texas Civil Practices and Remedies Code, and shall furnish County a certificate issued by the insurer that such insurance is in full force and effect.

7. Physician may not assign the obligations or rights under this Contract to any person without the prior written consent of County.

8. Physician agrees to comply with the Title VI of the Civil Rights Act of 1964.

9. The term of this Contract shall be for a period of two (2) years and shall commence on January 1, 2006 and end on December 31, 2007 with the County's option to renew for two (2) one (1) year options.

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

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

If to Physician: Gumaro Garza M.D.
502 S. Closner
Edinburg, Texas 78539

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

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

Approved by Commissioners' Court of Hidalgo County on this the **20th** day of **December, 2005.**

Approved as to form:

Atlas & Hall, LLP

By: _____
~~Atlas & Hall, LLP~~
Date: _____

COUNTY OF HIDALGO, TEXAS

By: _____
Ramon Garcia, County Judge
Date: 1-12-06

ATTEST:

_____
Eddy Trevino, Acting County Clerk
Date: 1/12/06

Approved by Commissioners' Court
on 12-20-05

PHYSICIAN:

By: _____ MD
Gumaro Garza, M.D.
Date: 1/12/06

EXHIBIT "A"
RFP/Q
REQUIREMENTS

EXHIBIT A
REQUIREMENTS

HIDALGO COUNTY
REQUEST FOR QUALIFICATIONS AND PROPOSAL

Physician(s) Services for the Adult Detention Facility
Bid No: 05-377-12-07ROL

Hidalgo County is inviting statements of qualifications from qualified Physician(s) to provide physician services for Hidalgo County Adult Detention Facility . The County of Hidalgo is seeking to enter into a services contract(s) with a state-registered/licensed (Texas) physician(s). The Hidalgo County Purchasing Department will receive sealed envelopes containing statements of qualifications and proposals for the provision of **"Physician(s) Services for the Adult Detention Facility"** as specified herein. Statements of qualifications and proposals will be accepted until **9:30 A.M., Wednesday, December 07, 2005. ANY RFQ&P RECEIVED AFTER THAT DATE AND TIME WILL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED.**

Deliver Submittal to:

RFQ&P No: **05-377-12-07ROL**
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
100 E. Cano, 4th Floor
Edinburg, Texas 78539

The Submittal Envelope Must Show the RFQ&P Number, Name and Acceptance Date.

The following outlines the Request For Qualifications and Proposal:

SECTION I
GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION: Hidalgo County is requesting that statements of qualifications and proposals be routed to Martha L. Salazar, CPPB, Purchasing Agent, at 100 E. Cano, 4th Floor, Edinburg, Texas 78539. **WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMILE BY NO LATER THAN Wednesday, November 30, 2005, at 5:00 P.M. at (956) 318-2629. Responses will be sent to all applicants via facsimile by Friday, December 2, 2005. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

CONFLICT OF INTEREST: Submitters must have a "non-conflict of interest" affidavit on file prior to contract award.

NON-COLLUSION: Submitters, by submitting a signed submission, certify that the accompanying submission is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Texas or United States law.

NON-DISCRIMINATION: Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT: Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF BIDS: Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS: It is the responsibility of the submitter to review the Request for Qualifications and Proposal (RFQ&P) packet and to notify the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the requirements or bidding procedures must be received in the Purchasing Department not less than seventy-two hours prior (December 7, 2005), to the time set for the opening. These criteria also apply to requirements that are ambiguous.

PROPOSAL DELIVERY: Hidalgo County requires submitters, when hand delivering SOQ's, to have a Purchasing Department representative time/date stamp and initial the envelope when dropping RFQ&P off.

SIGNING OF QUALIFICATIONS: In order to be considered all submittals **must** be signed. **Please sign the original in blue ink**.

WAIVING OF INFORMALITIES: Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

SUBCONTRACTING: The successful submitter may not subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

SECTION II
RFQ&P QUALIFICATIONS/REQUIREMENTS/ SERVICES

Request For Qualifications and Proposal: The required contents and limitations for the preparation of the RFQ&P are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFQ&P. A total of **one (1) original and ten (10) copies** of the RFQ&P shall be submitted to the address on the cover letter.

Contents: The required contents for the RFQ&P are presented below in the order they should be incorporated into the submitted document.

PROJECT OVERVIEW:
The County of Hidalgo must provide pursuant to Texas Commission on Jail Standards provisions, Chapter 273, "Health Services", (medical, dental and health services) in accordance with the approved health services plan. These services may include, but shall not be limited to, the services of a licensed physician, professional and allied health personnel, hospital, or similar service.

PHYSICIAN(S) QUALIFICATIONS-REQUIREMENTS: The County of Hidalgo is seeking to contract with a competent qualified physician(s) to provide services for the Adult Detention Facility. This section will contain the minimum requirements to qualify a competent physician(s) to provide services for the Hidalgo County Adult Detention

Facility, including but not limited to the following:

- Personal Curriculum Vitae;
- Registered and licensed to practice medicine by the Texas Board of Medical Examiners. Copy of current/valid license must be included in this response;
- Must have a minimum of (5) years experience in general practice;
- Must hold and maintain a current/valid certificates by the Drug Enforcement Agency and Texas Department of Public Safety Controlled Substances Registration.
- Revocation or suspension of the Physician's medical license will be cause for immediate termination of the contract. All qualified physician(s) are required to furnish a certification or acknowledgment stating that the physician(s) is free from suspension or debarment pursuant to federal regulation 45CRF76;
- Certification form is included in this packet and must be completed and submitted as part of the response to the RFQ/P;
- The qualified physician(s) should provide a copy of their Professional Liability Insurance (malpractice) as well as all other applicable insurances as required by Hidalgo County and as detailed in Exhibit "C" contained herein;
- Must be or become a member of the Hidalgo County Medical Society;
- Serving on general call 24 hours a day, 7 days a week, except when out of town;
- When unavailable, physician must make all necessary arrangements for a substitute physician to perform the duties of correctional physician;
- Must provide sick call hours of two(2) hours per day, twice a week at the Hidalgo County Adult Detention Facility.

Term of Agreement: The term of the agreement will be for an initial period of 2 years with the County's option to renew for an additional 2 one(1) year terms under the same rates, terms and conditions.

Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforseen delay in award of new bid for next contract term.

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 reimbursement for such charges or expenses shall be passed onto Hidalgo County.

Required Certifications and Submittal: This section will contain any licenses and certifications as required by HIDALGO COUNTY, the STATE OF TEXAS . The qualified physician(s) should add copies of their certificate of license from the Texas Board of Medical Examiners.

SCOPE OF SERVICES: The Physician Services contract will encompass all project-related medical services to the County of Hidalgo including, but not limited to, the following:

(I) Providing and maintaining a medical license under which all medical activities of the Sheriff's Department employees will take place;

(II) Providing standing delegation orders to nurse practitioners and nurses and supervising medical procedures;

(III) Conducting physical examinations of the Clients as required by the Department;
(IV) Conducting other evaluations and tests on each Client as required by the Department;
(V) Interpreting the results of any test conducted under (b) or (c) above and submitting a written report to the Department of the results of such tests and examinations, as required by the Department including but not limit to, the Radiology tests (i.e. X-rays for all inmates) performed on Hidalgo County inmates involving and/or subject to tuberculosis;
(VI) Together with a nurse, provide at the sole cost and expense of the Department, will conduct and oversee Sick Call Clinics for all inmates incarcerated at the Hidalgo County Adult Detention Facility who require medical services. It will be the duty of the R.N. Supervisor and/or Infirmary Administrator to organize additional clinic visits by the Contractor to follow up medications, treatments and similar requirements;
(VII) Physician(s) shall adopt and implement workplace guidelines concerning inmates with AIDS and HIV infection and shall develop and implement guidelines regarding confidentiality of AIDS and HIV-related medical information for employees of Contractor and for Clients, inmates, patients, and/or residents served by the Contractor.
(VIII) Provides consultation, hands-on treatment and other related medical services to inmates while assessing their health needs and designing treatment plans during regularly scheduled visits to the Jail facilities;
(IX) Physician(s) shall refer inmates to a hospital or specialty clinic for treatment and care whenever the health care required is beyond the resources available in the jail;
(X) Physician(s) shall oversee the preparation, maintenance and submission of all records that are designated, required or prescribed by either Department or the Texas Commission on Jail Standards;
(XI) Physician(s) shall permit Department and the Texas Commission on Jail Standards to audit or inspect records and reports, review services and/or evaluate the performance of the services provided hereunder at any time;
(XII) Physician(s) shall provide reasonable access to all records, books, reports and other data and information needed to accomplish reviews of activities, services and expenditures of the Department;
(XIII) Physician(s) will order prescription medications utilizing the approved formulary provided by the jail, unless in the best interest of the patient as is deemed by the Physician;
(XIV) The qualified Physician(s) must provide and maintain a Texas Controlled Substance Registration Certificate listing the Adult Detention Centers' physical address in order to maintain and store/stock medications as needed by the Contract Physician(s) and Detention Infirmary Department;

Understanding of the Project: This section should demonstrate the physician(s) understanding of the project needs, the services required, and any local issues or concerns. This description should be concise, candid, and thorough (not to exceed 3 pages in length).

PHYSICIAN(S) ARE NOT TO PROVIDE A FEE SCHEDULE WITH THIS SUBMITTAL: The fee will be negotiated in accordance with the Professional Services Procurement Act, Tex. Govt. Code Ann. 2254.001), et seq. Once selected, proposer is to provide a fee proposal based on the scope of work.

NUMBER OF COPIES TO BE SUBMITTED: Hidalgo County requires **one (1) original submittal and ten (10) copies.**

SECTION III
SELECTION AND SCHEDULES

SELECTION PROCEDURES: The RFQ&P shall be submitted according to the schedule below.
Proposal Ranking: A Departmental Committee will evaluate and rank the written RFQ&Ps. After the RFQ&Ps have been ranked, the department will make a recommendation to the Hidalgo County Commissioners' Court.

Negotiation Process: If negotiations prove unsuccessful, the next highest ranked firm will be contacted. The County of Hidalgo reserves the right to reject any and all RFQ&Ps.

Termination of Services:
Any contract awarded to a qualified physician will be in effect until (a) the contract expires, (b) performance of all services ordered, or (c) terminated by County with ninety (90) day's written notice prior to cancellation.

PROPOSAL SUBMITTED TO: An original and ten (10) copies of RFQ&Ps should be submitted to:

Martha L. Salazar, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building; 100 E. Cano, 4th Floor
Edinburg, Texas 78539

RFQ&Ps must be submitted by **no later than 9:30 a.m. on Wednesday, December 07,2005**.

EVALUATION: The evaluation system consists of a 100-point system. The firms will be ranked after evaluation. Categories under the 100-point system include response to RFQ&P. RFQ&P submittal evaluation will be based on the criteria outlined in Exhibit B.

EXHIBIT B
SELECTION CRITERIA

HIDALGO COUNTY
REQUEST FOR QUALIFICATIONS AND PROPOSAL

Physician Services for the Adult Detention Facility
05-377-12-07ROL

EVALUATION CRITERIA

RFQ&P Evaluation Criteria

The submitter's RFQ&P will be evaluated based on the criteria presented below. These criteria will be scored on the scales shown on the enclosed "RFQ&P Evaluation Form."

1. Physician(s) Qualifications/Certifications/and other Credentials (30)
The physician(s) should provide information related to his qualifications. The physician(s) must be registered and licensed to practice in the State of Texas. Physician(s) must provide a copy of certificate by the Board of Certification of Family Practitioners, and any other credentials/registrations or other pertinent information that demonstrates qualifications to perform the services required. A list of, and scope of, similar projects for comparative purposes shall be included in an appendix.

2. Understanding the Services/Methodology (20)
The physician(s) must state the approach and/or (methodology) in achieving and rendering all services detailed and required as the Physician(s) by the Hidalgo County Adult Detention Facility. If the Physician(s) currently has an active family practice, the Physician(s) must state in detail how he can comply and render all the services, and requirements detailed for the contract. Physician(s) should include any local issues or concerns that directly affect the physician's understanding of the project.

3. Experience (20)
The physician(s) meets the five (5) year practice required.

4. Ability to Commit to all Services Required (30)
The physician(s) should provide as much background information as to it's experience in providing similar services to City, County or any other governmental agencies. Reference information should be as current as possible, especially contact persons and telephone numbers.

RFQ&P EVALUATION FORM

	Selection Criteria	*RIF Range	*RIF Max.		Score
1.	Physician Qualifications/ Certifications/and other Credentials	25-30	(30)	=	( )
2.	Understanding of Services/ Methodology	15-20	(20)	=	( )
3.	Experience	15-20	(20)	=	( )
4.	Ability to Commit to all Services Required	25-30	(30)	=	( )
		Total	100%	**Total Score**	_____

Provider: _____

Evaluator: _____ Date: _____

* The Relative Importance Factor (RIF) is the relative importance (or weight) of each criterion as it relates to the particular project, and must be within the specified acceptable range. The RIF is expressed as a percentage of the total importance of the project, and always totals 100%.

EXHIBIT "B"
RFP/Q
RESPONSE

GUMARO GARZA,MD.
502 S.CLOSNER BLVD.
EDINBURG,TX 78540

DECEMBER 2, 2005

TO WHOM IT MAY CONCERN:

RE:LETTER OF INTRODUCTION.

DEAR SIR(S):

MY NAME IS GUMARO GARZA. I AM A GRADUATE OF THE UNIVERSITY OF TEXAS PHARMACY SCHOOL, AUSTIN, TX; A GRADUATE OF THE UNIVERSITY OF CALIFORNIA SCHOOL OF MEDICINE ,SAN DIEGO,CA; AND COMPLETED A THREE YEAR INTERNAL MEDICINE RESIDENCY AT THE UNIVERSITY OF TEXAS SOUTHWESTERN MEDICAL SCHOOL, DALLAS , TX. I HAVE PRACTICED INTERNAL MEDICINE FOR TWENTY EIGHT YEARS. I HAVE BEEN IN SOUTH TEXAS SINCE OCTOBER 1994. I HAVE EXPERIENCE IN CARING FOR COUNTY INMATES WHEN THEY HAVE BEEN HOSPITALIZED AT EDINBURG REGIONAL MEDICAL CENTER. CURRENTLY, I AM ON ACTIVE STAFF AT RIO GRANDE REGIONAL HOSPITAL, MCALLEN MEDICAL CENTER, MCALLEN HEART HOSPITAL, EDINBURG REGIONAL HOSPITAL AND AT CORNERSTONE HOSPITAL.

I AM VERY FAMILIAR WITH THE UTILIZATION OF DRUG FORMULARIES. I AM COMMITTED TO THE UTILIZATION OF SUCH A FORMULARY IN THE CARE OF INMATES. I WILL ATTEMPT TO BE CONSCIENTIOUS OF COST IN THE CARE OF THESE SAME PATIENTS. I LOOK FORWARD ,IF GIVEN THE OPPORTUNITY, TO WORK WITH YOU AND AM CONFIDENT OF MY MEDICAL BACKGROUND TO PROVIDE THE APPROPRIATE CARE AS WOULD BE REQUIRED IN THIS CAPACITY.

RESPECTFULLY,

Gumaro Garza MD

GUMARO GARZA,MD.

CURRICULUM VITAE

FULL NAME Gumaro Garza, M.D.

OFFICE ADDRESS

Rio Grande Valley Diagnostic Association, P.A.
5428 S. Jackson Road
Edinburg, Texas 78539

FILED
AT 10:28 O'CLOCK A M
DEC - 7 2005
EDDY TREVINO, COUNTY CLERK
HIDALGO COUNTY, TEXAS
BY DEPUTY

OFFICE PHONE

(956) 618-4257
(956) 618-5834 Fax

CURRENT CLINIC/ADDRESS

Rio Grande Valley Diagnostic Association, P.A.
5428 S. Jackson
Edinburg, Texas 78539

Rio Grande Valley Clinical Research Center, Inc.
5428 S. Jackson
Edinburg, Texas 78539

EDUCATION/TRAINING

Residency in Internal Medicine
July 1976 – June 1978
University of Texas Southwestern Medical School
Parkland Memorial Hospital
Dallas, Texas

Internship in Internal Medicine
July 1975 – June 1976
University of Texas Southwestern Medical School
Parkland Memorial hospital
Dallas, Texas

Degree of Doctor in Medicine
June 1975
University of California at San Diego
La Jolla, California

Bachelor of Science in Pharmacy
May 1971
University of Texas at Austin
Austin, Texas

7.15.07

11-20-07

POST GRADUATE EDUCATION

Available upon request.

CERTIFICATIONS

Board Certified: American Board of Internal Medicine
September 1979

State of California #G033118
State of Texas #E7943

PROFESSIONAL EXPERIENCE

Primary Care Physician
Rio Grande Valley Diagnostic Association, P.A.
5404 S. Jackson
Edinburg, Texas 78539
May 2000 - ~~Present~~ March 2003

Medical Director/Investigator
Rio Grande Valley Clinical Research Center, Inc.
5404 S. Jackson
Edinburg, Texas 78539
Oct. 1996 - Present

Gumaro Garza, M.D.
Solo Practice
5112 N. 10th St.
McAllen, Texas 78504
Oct. 1996 – May 2000

Texas Back Institute
1501 S. Closner
Edinburg, Texas 78539
Jun. 1995 – Oct. 1996

Memorial Medical Center
1501 S. Closner
Edinburg, Texas 78539
Oct. 1994 – Jun. 1995

Texas Back Institute
Plano Texas
Jul. 1990 – Oct. 1994

7-15-02

11-20-02

Treasurer for clinical Medica Hispano Americana
Dallas, Texas
Nov. 1985 – Nov. 1986

Medical Director for Institute for Health Maintenance
Dallas, Texas
May 1982 – Nov. 1984

Emergency Room Department Director
Humana Hospital Medical City Dallas
Dallas, Texas
Jul. 1978 – Jul. 1979

Registered Pharmacist
Sun Rexall Drugs
Austin, Texas
Jun. 1971 – Aug. 1971

HOSPITAL AFFILIATION

McAllen Medical Center
McAllen, Texas
Oct. 1996 – Present

McAllen Heart Hospital
McAllen, Texas
Oct. 1996 – Present

Rio Grande Regional
McAllen, Texas
Mar. 1995 – Present

Edinburg Regional Medical Center
Edinburg, Texas
Oct. 1994 – Present

Mission Hospital
Mission, Texas
Nov. 1997 – Nov. 1998

Plano Rehabilitation Hospital
Plano, Texas
Apr. 1993 – Oct. 1994

9-15-02

11-20-02

Pharmacy and Therapeutic Committee
R. H. Dedman Memorial Hospital
Dallas, Texas
Jan. 1989 – Jan. 1990

Private Practice, Internal Medicine
5310 Forest Lane, Suite 101
Dallas, Texas
Jul. 1979 – July 1990

Infectious Disease Committee
Humana Hospital Medical City Dallas
Dallas, Texas
Dec. 1988- Dec. 1989

Medical Director for Re Entry Drug
And Alcohol Abuse Program
Dallas, Texas
May 1985 – Jan. 1988

Chairman Emergency Room Committee
Humana Hospital Medical City Dallas
Dallas, Texas
Dec. 1985 – Dec. 1988

Emergency Room Committee
Humana Hospital Medical City Dallas
Dallas, Texas
Dec. 1984 – Dec. 1988

Medical Director for Weight and Health
Maintenance consultants
Plano, Texas
Nov. 1984- Jul. 1987

Pharmacy and Therapeutics Committee
R. H. Dedman Memorial Hospital
Dallas, Texas
Jan. 1986 – Jan. 1987

Infectious Disease Committee
Humana Hospital Medical City Dallas
Dallas, Texas
Dec. 1985 – Dec. 1986

7-15-07

11-20-07

Presbyterian Hospital of Plano
Plano, Texas
Feb. 1993 – Oct. 1994

HCA Medical Center of Plano
Plano, Texas
Nov. 1986 – Oct. 1994

R.H. Dedman Memorial Hospital
Dallas, Texas
Apr. 1985 – Oct. 1994

Garland Community Hospital
Garland, Texas
Sept. 1980 – Apr. 1982

Humana Hospital Medical City Dallas
Dallas, Texas
Jun. 1978 – Oct. 1994

PROFESSIONAL ORGANIZATIONS

American College of Physicians
Feb. 1996 – Present

Hidalgo County Medical Society
Jul. 1996 – Present

Texas Medical Association
Sept. 1982 – Present

Dallas County Medical Society
Sept. 1982 – Oct. 1994

Dallas Internist Club
Sept. 1982 – May 1988

PROFESSIONAL ACTIVITIES

Member of Medical Advisory Committee
Edinburg PHO
Edinburg, Texas
1996 – Present

9-15-02

11-20-02

Member of The Credentials Committee
Edinburg Hospital
Edinburg, Texas
1997 - Present

Member of The Executive Committee
McAllen Heart Hospital
McAllen, Texas
1997 – 1999

CLINICAL RESEARCH

2002 – Present
A 12-week, Multicenter, Double-Blind, Randomized, Parallel-Group, Dose-Ranging Study to Assess the Efficacy, Safety, and Tolerability of LAF237 25mg BID, 25, 50, 100mg QD Compared to Placebo in Patients with Type 2 Diabetes

2001 – Present
Randomized, Open-Label, Multicenter Trial of the Safety and Effectiveness of Oral Telithromycin (Ketek®) and Amoxicillin/Clavulanic Acid (Augmentin®) in Outpatients with Respiratory Tract Infections in Usual Care Settings

2001 – Present
The IMPACT Study – The impact of medical subspecialty on patient compliance to treatment Protocol MA-01-010401

2000 – Present
A 24 Week Multi-center, double-blind, Randomized, parallel-group, fixed dose Study to Prospectively Evaluate the Safety, Efficacy, and Tolerability of Nateglinide Monotherapy, Compared to Oral Rosiglitazone Monotherapy in Patients with Type II Diabetes Mellitus inadequately Controlled by Diet and Exercise Alone

2000 – Present
A long-term, Open Label, Safety and Tolerability study of SCH58235 in Addition to Simvastatin in Subjects with Primary Hypercholesterolemia who have Previously completed the 12-Week double-blind Study

7.15.02

1998 – 2000
A Multicenter Study to Evaluate the Safety and Efficacy of a Quinolone Antibiotic once daily in the Treatment of Community-Acquired Pneumonia in Adults

1998 – 1999
A Multicenter, Randomized, double-blind, Parallel-Group Comparison Study of the Safety and Efficacy of a 7-day Treatment of a Proton Pump Inhibitor plus selected Antibiotics in the Eradication of Helicobactor Pylori Infection

1998 – 1999
An Adjunctive Therapy with a Fibric Acid Derivative to diet for Treatment of Adults with Very High Elevations of Serum Triglycerides Levels (Type IV and V Hyperlipidemia) who are at risk of Pancreatitis and who do not respond adequately to a determined Dietary Effort to control them

1997 – 1999
A Randomized, Placebo-Controlled, Parallel-Group Study in Patients with Essential Hypertension Derivative Monotherapy, a Thiazolidinedione Monotherapy and a combination of the Amino Acid Derivative and Thiazolidinedione to Placebo in Subjects with Non-Insulin Dependent Diabetes Mellitus Inadequately Controlled by diet alone

1996 – 1997
A Multicenter, Randomized, double-blind Comparison of the Efficacy and Safety of an Antiviral Drug for the Treatment of Recurrent Genital Herpes Infection

POST GRADUATE EDUCATION

University of California
San Diego School of Medicine
Using Mechanism of Action to Select and Combine Antidepressants
April 7, 2001 – 14 Hours

1998 The Symposium on Advanced Wound Care
And Medical Research Forum on Wound Repair
Miami Beach, FL.
April 18-22, 1998 - 15.5 Hours

7-15-07

7-20-07

1998 – Present
A Prospective, Multinational, Multicenter, Double-Blind, Randomized, Active-Controlled, Trial in Patients with Essential Hypertension to Compare the Effect of an Angiotensin II Antagonist With or Without the addition of Hydrochlorathiazide, Once Daily to that of a Calcium Channel Blocker once Daily with or without the addition of Hydrochlorathiazide, on Cardiovascular Morbidity and Mortality

2000 – 2001
A Randomized, double-blind, Placebo-Controlled Evaluation of Valaciclovir for the Prevention of Herpes Simplex Virus Transmission in Heterosexual Couples

2000 – 2001
A Phase III, double-blind, Efficacy and Safety Study of SCH58235 in Addition to Atorvastatin in Subject with Coronary Heart Disease or Multiple Cardiovascular Risk Factors and with Primary Hypercholesterolemia not Controlled by Starting dose of (10mg) Atorvastatin

2000 – 2001
A Phase III, Multi-center, Randomized, double-blind Treatment, Active-Controlled Evaluation of Omapatrilat Cardiovascular Treatment Assessment versus Enalapril

1999 – 2001
A Phase III, double-blind, Efficacy and safety Study of SCH58235 in Addition to Lovastatin Compared to Placebo in Subjects with Primary Hypercholesterolemia

1998 – 2001
A Multicenter, Randomized, double-blind, Placebo-Controlled, Parallel Trial to Assess the Effect of an Angiotensin II Antagonist on Exercise Capacity, Quality of Life and Signs and Symptoms, in Patients with Stable, Chronic Congestive Heart Failure (NHYA CLASS II-IV)

1996 – 2001
Clinical Protocol for Controlled onset Verapamil Investigation of Cardiovascular Endpoints

1998 – 2000
A Multicenter, double-blind, Randomized, Parallel-Group Study to compare the Efficacy, Tolerability, and Safety of an Amino Acid

7-15-07

1998 The Symposium on Advanced Wound Care
Pre-Conference #3: Advances in Knowledge and
Selection of synthetic wound care dressing.
Miami Beach, Fl
April 18-22, 1998 - 4 Hours

1998 American College of Physician Education
Division
San Antonio Internal Medicine Board Review
San Antonio, Texas
June 4-6, 1998 - 29 Hours

13th Annual Clinical Symposium Wound Care
Atlanta, Georgia
October 8 - 11, 1998 - 25 Hours

Alzheimer's Disease: Diagnosis and Management
Dannemiller Memorial Educational Foundation
May 7, 1997 - 1 Hour

American College of Physicians Education Division
San Antonio Internal Medicine Board Review
San Antonio, Texas
June 5-8, 1997 - 32 Hours

Temple University School of Medicine and the Family
Practice Residency Program of Lancaster General
Hospital "Fifth Geriatric Board Review"
March 20-24, 1996 - 40 Hours

American College Cardiology Review
San Antonio, Texas
April 27-29, 1995 - 18 Hours

The University of Texas Health Science Center at San
Antonio School of Medicine "Medicine and Managed
Care" McAllen, Texas
September 9, 1995 - 4.5 Hours

Scott and White Memorial Hospital
"Clinical Approach to Common Problems 95"
Temple, Texas
October 13-14, 1995 - 14 Hours

Scott and White Memorial Hospital
"Gastroenterology 1995"
Temple, Texas
December 8-9, 1995 - 12 Hours

7.15.07

11-20-07

1994 Intensive Review of Internal Medicine
Dallas, Texas
August 4-9, 1994 - 43 Hours

Saint Paul Hospital: Rheumatic Disease
Dallas, Texas
April 18, 1994 - 7.5 Hours

Texas Back Institute Research Foundation
Weekly Neuroscience Meetings
Plano, Texas
January-March 1993 - 6 Hours

Wayne State University School of Medicine/NASS
"The Difficult Back" Course
Detroit, Michigan
March 19-20, 1993 - 11 Hours

Aton Ochsner Medical Foundation
"15th Annual New Orleans Internal
Medicine Board Review Course"
New Orleans, Louisiana
September 7-12, 1993 - 45 Hours

Texas Back Institute Research Foundation
Weekly Neuroscience Meetings
Plano, Texas
April-June 1992 - 2 Hours

American College of Physicians "Preoperative
Evaluation and Postoperative Care #M21
May 6-9, 1992 - 24 Hours

Texas Back Institute Research Foundation
Weekly Neuroscience Meetings
Plano, Texas
July-September 1992 - 3 Hours

Texas Back Institute Research Foundation
Weekly Neuroscience Meetings
Plano, Texas
October-December 1992 - 3 Hours

American Academy of Orthopedic Surgeons
"Practitioner's Role: Treating, Reporting and Evaluating
the Individual Back Patient" Seattle, Washington
October 29-31, 1992 - 18 Hours

7-15-02

Baylor University Medical Center
"Management of Hypercholesterolemia:
Dallas, Texas
April 13, 1991 - 4.25 Hours

Harvard Medical School "Low Back Pain"
Boston, Massachusetts
June 10-13, 1991 - 26 Hours

Texas Back Institute Research Foundation
Weekly Neuroscience Meetings
Plano, Texas
July-October 1991 - 7 Hours

Texas Back Institute Research Foundation
"Lumbar Disc Disease"
Plano, Texas - 3 Hours

Texas Back Institute Research Foundation
Weekly Neuroscience Meetings
Plano, Texas
January-June 1991 - 8 Hours

University of Texas Southwestern Medical Center at Dallas "An Intensive Review of Common Problems in Digestive Disease"
Dallas, Texas
October 5-6, 1990 - 12 Hours

American College of Physician MKSAP VII, 4 parts
Oct. 1988 – Aug. 1989 – 130 hours

University of Texas M.D. Anderson Hospital
"Focus on Infection: 1988"
Dallas, Texas
Feb. 12, 1988 – 6.5 hours

Dallas Internist Club
Dallas, Texas
Jan. 1988 – May 1988 – 7 hours

American College of Physicians
68th Annual Session
New Orleans, Louisiana
April 2-5, 1987 - 24 Hours

7.15.02

11-20-01

Medical University of South Carolina
"Postmenopausal Osteoporosis Conference'
Dallas, Texas - 2 Hours

Dallas Internist Club
Dallas, Texas
September 1987 through December 1987 - 6 Hours

Seminars and Symposium, Inc. "Flexible Fiberoptic Sigmoidoscopy in the Diagnosis of Colorectal Disease"
San Antonio, Texas
October 15-18, 1987 - 15.5 Hours

Dallas Internist Club
Dallas, Texas
September 1986 through May 1987 - 18 Hours

Dallas Internist Club
Dallas, Texas
1985 – 1986 – 36 Hours

Saint Paul Hospital: Treatment of Hypertension
Dallas, Texas
May 3, 1986 - 6.5 Hours

Ochsner Clinic sponsored by The American Heart Association: Changes in the Management Of the Hypertensive Patient.
Dallas, Texas
November 16, 1986 - 3 Hours

American College of Physicians:
Clinical Approach to Arterial Blood Gases and Electrolytes
May 1985 - 13 Hours

Calcium Antagonists
University of Texas Health Science Center
Dallas, Texas
1985 - 4 Hours

Dallas Internist Club
Dallas, Texas
1984 - 18 Hours

7-15-02

11-20-02

American College of Physicians, Texas
Scientific Meeting
Dallas, Texas
November 1984 - 12 Hours

Dallas Internist Club
Dallas, Texas
1983 - 25 Hours

Scientific American Medicine
1983 - 4 Hours

Critical Care Medicine USC
Las Vegas, Nevada
March 1983 - 28 Hours

Post Graduate Course in Internal Medicine
Dallas Internist Club 1982 - 21 Hours

Sleep Disorders
Presbyterian Hospital
Dallas, Texas
April 13, 1982 - 7 Hours

A.M.A. Hypertension Update
Dallas, Texas
May 1982 - 7 Hours

Calcium Channel Blockers
University of Texas Health Science Center
Dallas, Texas - 4 Hours

Scientific American Medicine
1982 - 28 Hours

Continuing Education

Peripheral Vascular
San Antonio, Texas
January 27, 2001 CME 6

Management of the Hospitalized Patient
San Francisco, California
October 26, 2000 CME 20.5

7.15.01

Connect - Open Communication about Men's Health
August 6, 1999
New York

Pfizer's Regional Consultant Initiation
South West Region
Dallas, Texas
September 24 - 25, 1999

Erectile Dysfunction
Tucson, Arizona
October 8, 1999

Texas Worker Comp Impairment
San Antonio Texas
August 20 - 21, 1999 CME 17.5

Management Type II Diabetes Mellitus in the UKPDS
ERA San Antonio, Texas
September 18 - 19, 1999 CME 10.5

Men's Health Issues II
McAllen, Texas
September 28, 1999 CME 1

Male Sexual Dysfunction Symposium
Beverly Hills, California
October 30, 1999 CME 6

Hypertension Study 866-415
Carlsbad, California
October 29, 1999

CERA International, Inc. Bioelectric Medicine
Symposium
Las Vegas, Nevada
May 2-4, 1997

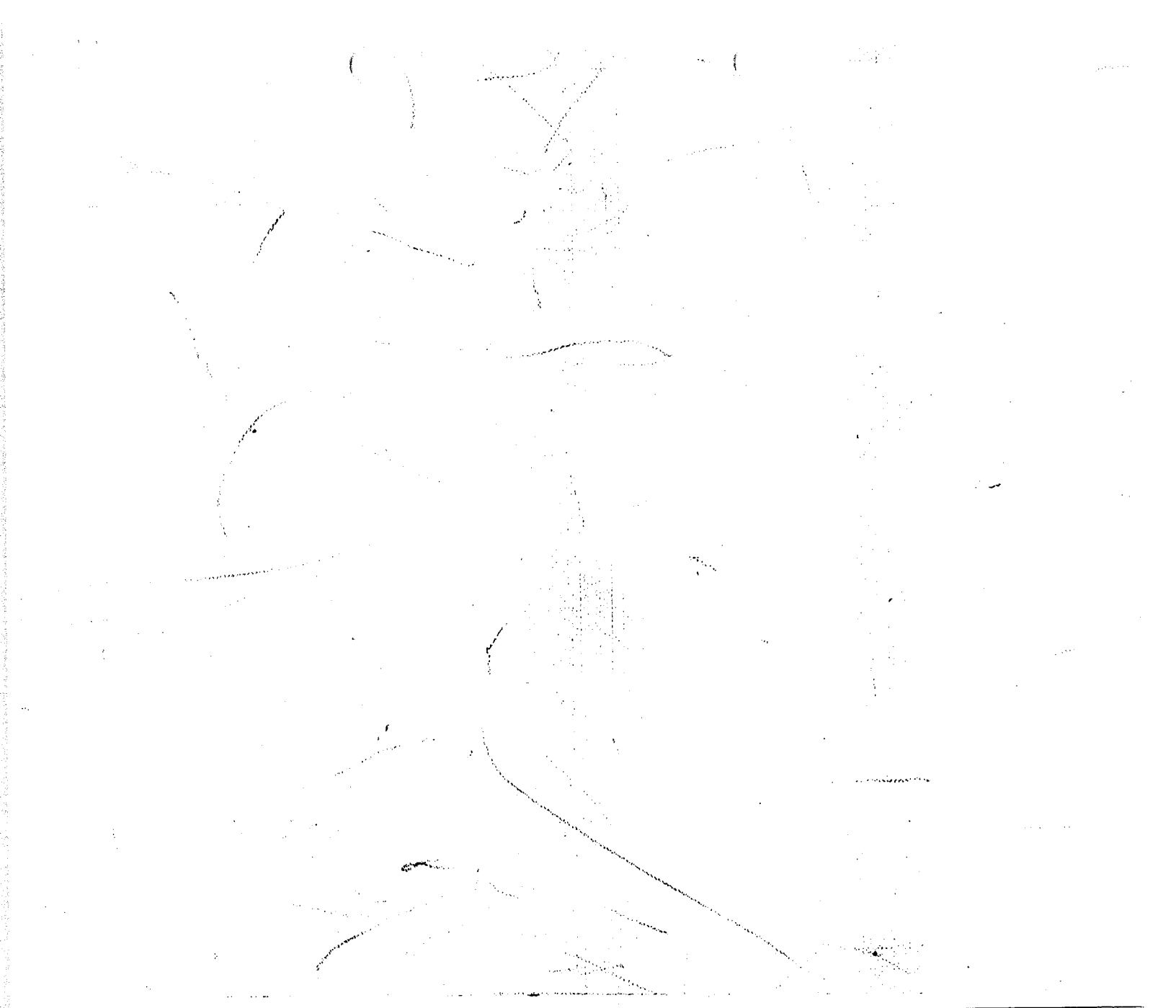
Texas Back Institute Research Foundation
"Update: Non-Surgical Spine Care"
Plano, Texas
March 27-28, 1993

Texas Back Institute Research Foundation
Weekly Neuroscience Meetings
Plano, Texas
January-March 1992

7-15-02

11-20-07

Texas Back Institute Research Foundation
Weekly Neuroscience Meetings
Plano, Texas
1990



TEXAS CONTROLLED SUBSTANCES REGISTRATION CERTIFICATE

TEXAS DEPARTMENT OF PUBLIC SAFETY
CRIMINAL LAW ENFORCEMENT DIVISION / NARCOTICS SERVICE
CONTROLLED SUBSTANCES REGISTRATION PO BOX 4087, AUSTIN, TEXAS 78773

DPS REGISTRATION NUMBER	DATE EXPIRES	FEE PAID
60031130	03/31/2006	PAID

SCHEDULES	BUSINESS ACTIVITY	DATE ISSUED
(2,2N,3,3N,4,5)	PRACTITIONER	03/18/2005

REGISTERED NAME AND ADDRESS

GUMARO GARZA MD
502 SOUTH CLOSNER
EDINBURG TX 78539

THE TEXAS CONTROLLED SUBSTANCES ACT, CHAPTER 481 OF THE HEALTH AND SAFETY CODE, PROVIDES THAT THE TEXAS DEPARTMENT OF PUBLIC SAFETY MAY DENY A CONTROLLED SUBSTANCES REGISTRATION OR THAT A CONTROLLED SUBSTANCES REGISTRATION MAY BE SUSPENDED OR REVOKED.

THE STATE OF TEXAS

THIS REGISTRATION IS NOT TRANSFERABLE ON CHANGE OF OWNERSHIP, CONTROL, LOCATION, OR BUSINESS ACTIVITY AND NOT VALID AFTER THE EXPIRATION DATE.

CERTIFICATE MUST BE READILY RETRIEVABLE AT ALL TIMES

DEA REGISTRATION NUMBER	THIS REGISTRATION EXPIRES	FEE PAID
AG7670359	09-30-2008	Paid

SCHEDULES	DATE ISSUED
2,2N,3 PR... 3N,4,5	09-06-2005

GARZA, GUM... MD
502 S. Closner Blvd.
EDINBURG, TX 78539

U.S. Department of Justice Drug Enforcement Administration

CONTROLLED SUBSTANCE REGISTRATION CERTIFICATE
UNITED STATES DEPARTMENT OF JUSTICE
DRUG ENFORCEMENT ADMINISTRATION
WASHINGTON, D.C, 20537

Sections 304 and 1008 (21 U.S.C. 824 and 958) of the Controlled Substances Act of 1970, as amended, provide that the Attorney General may revoke or suspend a registration to manufacturer, distribute, dispense, import or export a controlled substance.

THIS CERTIFICATE IS NOT TRANSFERABLE ON CHANGE OF OWNERSHIP, CONTROL, LOCATION, OR BUSINESS ACTIVITY, AND IS NOT VALID AFTER THE EXPIRATION DATE.

CONTROLLED SUBSTANCE REGISTRATION CERTIFICATE
UNITED STATES DEPARTMENT OF JUSTICE
DRUG ENFORCEMENT ADMINISTRATION
WASHINGTON, D.C, 20537

DEA REGISTRATION NUMBER	THIS REGISTRATION EXPIRES	FEE PAID
AG7670359	09-30-2008	Paid

SCHEDULES	BUSINESS ACTIVITY	DATE ISSUED
2,2N,3 3N,4,5	PRACTITIONER	09-06-2005

GARZA, GUMARO MD
502 S. Closner Blvd.
EDINBURG, TX 78539

U.S. Department of Justice Drug Enforcement Administration

Sections 304 and 1008 (21 U.S.C. 824 and 958) of the Controlled Substances Act of 1970, as amended, provide that the Attorney General may revoke or suspend a registration to manufacturer, distribute, dispense, import or export a controlled substance.

THIS CERTIFICATE IS NOT TRANSFERABLE ON CHANGE OF OWNERSHIP, CONTROL, LOCATION, BUSINESS ACTIVITY, OR VALID AFTER THE EXPIRATION DATE.

Form DEA-223 (05/04)

PLEASE NOTE OUR NEW ADDRESS AND PHONE NUMBER
P.O. BOX 2018, AUSTIN, TX 78768-2018
PHONE# 512/305-7010

TEXAS STATE BOARD OF MEDICAL EXAMINERS

IDENTIFICATION CARD

LICENSE/PERMIT NUMBER	EXPIRATION DATE
E7943	05-31-2007

GUMARO xxx GARZA, MD
502 S. CLOSNER
EDINBURG TX 78539-4660

PHYSICIAN PERMIT

TEXAS STATE BOARD OF MEDICAL EXAMINERS

P.O. BOX 2018 • AUSTIN, TEXAS 78768-2018

PHYSICIAN PERMIT

LICENSE/PERMIT NUMBER	EXPIRATION DATE
E79 3	05-31-2007

GUMARO xxx GARZA, MD
502 S. CLOSNER
EDINBURG TX 78539-4660

THIS CERTIFIES THAT THE LICENSEE/PERMIT HOLDER NAMED AND NUMBERED HEREON HAS PROVIDED THIS BOARD THE INFORMATION REQUIRED AND HAS PAID THE FEE FOR ANNUAL REGISTRATION FOR THE YEAR INDICATED ABOVE
PLEASE KEEP THIS BOARD NOTIFIED OF CHANGE OF ADDRESS

PURCHASING DEPARTMENT
County Of Hidalgo

FILED
AT 10:24 O'CLOCK A M
DEC - 7 2005
EDDY TREVINO, COUNTY CLERK
HIDALGO COUNTY, TEXAS
BY _____ DEPUTY

November 22, 2005

Gumaro Garza, MD
502 S. Closner
Edinburg, Tx 78542

RE: ADDENDUM NO.1
FOR BID No.: 05-377-12-07ROL
HIDALGO COUNTY - "PHYSICIAN(S) SERVICES FOR THE ADULT DETENTION FACILITY"

Dear Gentlemen:

Attached you will find **ADDENDUM NO. 1, PAGE 1 OF 1** in connection with **"HIDALGO COUNTY"** - request for bids for **"PHYSICIAN(S) SERVICES FOR THE ADULT DETENTION FACILITY"**.

Please add this **ADDENDUM NO. 1** to your bid packet so as to permit your company to submit a complete bid. See original bid packet LEGAL NOTICE page 3 paragraph 9.

Acknowledge receipt of **ADDENDUM NO. 1** by signing and returning this notice to us VIA FAX AT (956) 318-2629.

If you do not receive all pages of **ADDENDUM NO. 1** please notify us immediately at (956) 318-2626.

Please be advised that this **ADDENDUM NO. 1** will complete your bid packet for **"HIDALGO COUNTY - PHYSICIAN(S) SERVICES FOR THE ADULT DETENTION FACILITY"**.

Thank you for your prompt attention to this matter.

Martha L. Salazar/MM

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

BY: Gumaro Garza, MD

ADDENDUM NO. 1
ACKNOWLEDGMENT OF RECEIPT

MLS/rf
Enclosures

ADDENDUM NO. 1

NOVEMBER 22, 2005

"HIDALGO COUNTY
PHYSICIAN(S) SERVICES FOR THE ADULT DETENTION FACILITY"
BID NO.: 05-377-12-07ROL
Bid Opening Date: DECEMBER7, 2005

PLEASE NOTE CHANGES AS FOLLOWS:

No. 1 **EXHIBIT "A" REQUIREMENTS**

1. **PHYSICIAN(S) QUALIFICATION REQUIREMENTS.**

   * Must provide sick call hours of two (2) hours per day, twice a week at the Hidalgo County Adult Detention Facility.

2. **SCOPE OF SERVICES**

   f. Together with a nurse, provide at the sole cost and expense of the Department, will conduct and oversee Sick Call Clinics for all inmates incarcerated at the Hidalgo County Adult Detention Facility who require medical services. It will be the duty of the R.N. Supervisor and/or Infirmary Administrator to organize additional clinic visits by the Contractor to follow up medications, treatments and similar requirements;

   n. The qualified Physician(s) must provide and maintain a Texas Controlled Substance Registration Certificate listing the Adult Detention Centers' physical address in order to maintain and store/stock medications as needed by the Contract Physician(s) and Detention Infirmary Department;

I, Gumaro (Jumaro) GARZA, MD, acknowledge receipt of ADDENDUM NO. 1 dated, November 22, 2005, for RFQP-"HIDALGO COUNTY- PHYSICIAN(S) SERVICES FOR THE ADULT DETENTION FACILITY", date modifications.

Gumaro Garza, MD — Printed Bidder Name

12-2-05 — Date

NOTE: PLEASE SUBMIT THIS ADDENDUM WITH YOUR BID PACKET, IN ORDER TO COMPLETE THE BID.....

EXHIBIT "B1"
NEGOTIATED
MONTHLY
AMOUNT

PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM
(IMMEDIATE REVIEW AND RESPONSE REQUIRED)

To: Gumaro Garza M.D.

From: Rolando "Roll" Flores, Buyer
Hidalgo County Purchasing Department

Date: December 13, 2005

Re: Negotiation of proposal -"Physician(s) Services for the Adult Detention Facility".

Bid # 05-377-12-07ROL

Pursuant to action taken by Commissioner's Court on Tuesday, December 13, 2005 approval to negotiate a contract with (Gumaro Garza M.D.) for the above mentioned project. Please provide your **Best and Final Offer** to the Purchasing Department by **December 14, 2005 by or before 12:00 P.M.**

Best and final offer of the proposed contract amount of $ 3,300.00 **Per month.**

Gumaro Garza MD — Gumaro Garza — 12-13-05

AUTHORIZED SIGNATURE | PRINTED NAME | DATE

EXHIBIT "C"
INSURANCE
REQUIREMENTS

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-07-125-12-11

THIS CONTRACT is made and entered into this 1st day of **January, 2008** by and between the **County of Hidalgo, Texas** ("County"), and **Video Sound and Lights** a Texas Corporation. ("Company").

WHEREAS, Company responded to advertised notices for bids for **"Repairs, Installation and Removal of Emergency Equipment, Radios, Computer & Miscellaneous Equipment** for **Law Enforcement Vehicles"** (the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, a copy of such specifications and bid being attached hereto as Exhibits "A" and "B" respectively, and incorporated herein for all purposes (the "Specifications"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications, the Commissioners Court of County awarded the bid to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agree that this Contract is entered into in order to provide the Services to locations at **Hidalgo County Sheriff's Office** . This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the services in accordance with the

Specifications within **Hidalgo County** following a request for Services by the **Hidalgo County** or his designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period of one (1) year **(on an as needed basis),** commencing **January 1, 2008** and expiring on **December 31, 2008** with the County's option to extend for an additional two (2) one (1) year terms. County also reserves the right to continue this bid for an additional sixty (60) day Grace Period, under the same rates terms and conditions.

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, 2nd Floor (Administration Bldg.)** **Edinburg, Texas 78539**
If to Company	**Video Sound and Lights** **Attn: Valentin A. Cardenas, Owner** **3716 South US Hwy 281** **Edinburg, Texas 78539**

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 AS TO FORM:

Atlas & Hall, LLP

By:_____
~~Atlas & Hall, LLP~~

COUNTY OF HIDALGO

By:_____
Juan D. Salinas, III, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

COMPANY: Video Sound and Lights
By:_____
Printed Name: Valentin A. Cardenas
Title: Owner

EXHIBIT "A"
SPECIFICATIONS

EXHIBIT "A"

HIDALGO COUNTY SHERIFF'S OFFICE-
"REPAIRS, INSTALLATION AND REMOVAL OF EMERGENCY EQUIPMENT, RADIOS, COMPUTER & MISCELLANEOUS EQUIPMENT FOR LAW ENFORCEMENT VEHICLES"
BID NO: 07-125-11-28ROL

SPECIFICATIONS

Project Overview:

The Hidalgo County Sheriff's Office is seeking to contract with qualified vendors to conduct all "REPAIRS, INSTALLATION AND REMOVAL OF EMERGENCY EQUIPMENT, RADIOS, COMPUTER & MISCELLANEOUS EQUIPMENT LAW ENFORCEMENT VEHICLES" on an "As Needed Basis" including, but not limited to, the following:

Requirements & Qualifications, Terms & Conditions

1. ALL COSTS AND EXPENSES ASSOCIATED WITH THE PREPERATION AND SUBMISSION OF (BIDS PROPOSALS AND/OR QUOTES) SHALL BE THE RESPONSIBILITY OF THE BIDDER AND NO REIMBURSTMENTS FOR SUCH CHARGES OR EXPENSES SHALL BE PASSED ONTO HIDALGO COUNTY.

2. THIS BID WILL BE FOR EMERGENCY EQUIPMENT, RADIOS & MISCELLANEOUS EQUIPMENT THAT IS CURRENTLY INSTALLED IN, OR WILL BE INSTALLED IN EMERGENCY VEHICLES ONLY. THIS BID CONTRACT WILL NOT INCLUDE REPAIRS TO BASE RADIO CONSOLES, TOWER SITE REPEATERS OR EQUIPMENT, PORTABLE RADIOS, OR SPECIALTY SURVEILLANCE EQUIPMENT.

3. AWARDED VENDOR(S) WILL MAINTAIN ALL INSURANCE CERTIFICATES AND ITS LIMITS THROUGH OUT THE CONTRACT TERM (REFER TO EXHIBIT C).

4. AWARDED VENDOR SHALL HAVE BEEN IN BUSINESS (IN THIS FIELD) FOR A MINIMUM OF THREE (3) YEARS.

5. A LIST OF A MINIMUM OF FIVE (5) 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
F). CONTRACT TERM (IF APPLICABLE)

6. VENDORS SUBMITTING BID WILL USE ONLY EXPIERENCE SERVICE TECHNICIANS IN PERFORMING ALL REPAIRS, INSTALLATIONS AND REMOVALS (ATLEAST THREE (3) YEARS EXPIERENCE).

7. IF THE DISTANCE FROM SITE A, (SHERIFF'S OFFICE OR OTHER), AND SITE B, (VENDORS LOCATION), IS MORE THAN TWENTY (20) MILES ONE WAY, THE SHERIFF'S OFFICE WILL REQUEST ASSISTANCE FROM THE VENDOR IN THE TRANSPORTATION OF UNIT(S) AT NO ADDITIONAL CHARGE TO HIDALGO COUNTY.

8. VENDORS SUBMITTING BID SHALL HAVE A COVERED WORKING AREA TO PROTECT VEHICLES AND EQUIPMENT AGAINST INCLEMENT WEATHER WHILE CONDUCTING INSTALLATIONS OR REMOVALS.

9. VENDORS SUBMITTING BID MUST BE ABLE TO SCHEDULE AND COMPLETE A VEHICLE INSTALLATION IN TWO (2) WORKING DAYS AND A REMOVAL IN ONE (1) WORKING DAY.

10. VENDORS SUBMITTING BID **MUST** BE ABLE TO SERVICE A FLEET SIZE OF OVER THREE HUNDRED (300) UNITS.

11. VENDORS SUBMITTING BID WILL BE ABLE TO WORK ON MULTIPLE (EXAMPLE: THREE (3) OR MORE) VEHICLES AT ONE GIVEN TIME.

12. VENDORS SUBMITTING BID WILL BE ABLE TO REFURBISH AND/OR REPAIR ANY AND ALL NON-WORKING OVERHEAD LIGHT BARS, RADIOS, SIRENS AND MISCELLANEOUS EQUIPMENT UNLESS EQUIPMENT IS BEYOND REPAIR.

13. **PRIMARY AND SECONDARY VENDOR WILL BE AWARDED IN THIS BID;**

14. HIDALGO COUNTY MAY UTILIZE IT MEMBERSHIP/PARTICIPATION IN STATE AND/OR COOPERATIVE PURCHASING PROGRAM, ASSOCIATIONS OR INTERLOCAL CONTRACTS IF IT IS IN THE COUNTYS BEST INTREST TO DO SO.

15. VENDORS SUBMITTING BID WILL HAVE AMPLE SPACE TO STORE PROPERTY BEING REMOVED AND/OR INSTALLED AND THE ABILITY TO TRACK AND DOCUMENT THE STORAGE OF PROPERTY.

16. VENDORS SUBMITTING BID WILL HAVE THE PROPOSED FACILITY INSURED FOR DAMAGES, LOSSES RESULTING IN THEFT, FIRE, EMPLOYEE NEGLIGENCE OR HAZARDOUS WEATHER CONDITIONS.

17. AWARDED VENDORS WILL BE RESPONSIBLE FOR VEHICLES AND/OR EQUIPMENT THAT ARE DAMAGED OR VANDILIZED WHILE IN THEIR CONTROL.

18. VENDORS MUST HAVE AN AREA TO KEEP VEHICLES SECURED FOR OVERNIGHT AND WEEKENDS.

19. VENDORS SUBMITTING BID MUST HAVE A SERVICE FACILITY TO BE ABLE TO COMPLETE WORK SPECIFIED LOCATED IN HIDALGO COUNTY.

20. VENDORS SUBMITTING BID MUST GUARANTEE WORK PERFORMED FOR A PERIOD OF ATLEAST 90DAYS.

21. VENDORS SUBMITTING BID MUST BE ABLE TO CONDUCT INSTALLATIONS OR REMOVALS AT THE SHERIFF'S OFFICE ON AN EMERGENCY BASIS. IF THE VENDOR WILL CHARGE FOR A SERVICE CALL FOR THIS REQUEST, THE VENDOR MUST INCLUDE THE COST OF THAT SERVICE CALL.

22. INTRESTED VENDORS ARE WELCOME TO MAKE ARRANGEMENTS WITH THE PURCHASING DEPARTMENT TO EXAMINE FLEET VEHICLES PRIOR TO BID OPENING DATE.

23. ALL PRICES FOR REPAIRS, INSTALLATIONS AND REMOVALS SHALL INCLUDE CONSIDERATION FOR TIME AND LABOR.

24. ANY AND ALL EQUIPMENT AQUIRED BY THE SHERIFF'S OFFICE WILL BE HONORED THROUGH OUT THE CONTRACT TERM UNDER THE SAME RATES, TERMS AND CONDITIONS.

25. THE TERM OF THE CONTRACT WILL BE FOR ONE (1) YEAR WITH THE COUNTY'S OPTION TO EXTEND FOR TWO (2) ADDITIONAL ONE (1) YEAR TERMS UNDER THE SAME RATES, TERMS AND CONDITIONS.

26. HIDALGO COUNTY RESERVES THE RIGHT TO CONTINUE THIS BID FOR AN ADDITIONAL SIXTY (60) DAY GRACE PERIOD AT THE END OF THE CONTRACT TERM FOR UNFORSEEN DELAY IN AWARD OF NEW BID FOR NEXT CONTRACT TERM.

PART I - REPAIRS

The Hidalgo County Sheriff's Office has installed in its vehicles the following equipment:

A). Radios:
- Motorola Syntor X
- Motorola Syntor 9000
- Motorola Maratrac
- Motorola Radias Line radios
- Macom
- Vertex 4000
- Motorola 5000 XLT Astro
- Motorola PM 1250
- Motorola XTL 1500

B). Light Bars:
- Federal Signal Vector
- Federal Signal Smart Vector
- Federal Signal Street Hawk
- Federal Signal Jet Sonic
- Federal Signal Jet Stream
- Code 3 MX 7000
- Whelen XTL 9M Light Bar

C). Other:
- Federal Signal, Code Three, and Sho-Me Sirens and Speakers
- Sho-Me Deck Lights and Strobes
- Sho-Me and Code Three wig-Wag modules.
- Assortment of Cages and Shotgun racks.
- On board Computers, Cameras and modems (Radios)

Equipment used can change on a day-to-day basis depending on new product lines available. The above list is to let you know what type of equipment you may be repairing and not to limit the scope of repairs to these items only. The repairs will be for anything installed or assigned specifically to a police unit, both marked and unmarked, that is considered emergency equipment. Miscellaneous equipment includes flashlight chargers, additional power sources, shotgun racks and vehicle floor mounting brackets.

EXHIBIT "B"
VENDOR'S BID

EXHIBIT "B"

HIDALGO COUNTY SHERIFF'S OFFICE-
"REPAIRS, INSTALLATION AND REMOVAL OF EMERGENCY EQUIPMENT, RADIOS, COMPUTER & MISCELLANEOUS EQUIPMENT FOR LAW ENFORCEMENT VEHICLES"
BID NO: 07-125-11-28-ROL

BID PAGE

PART I - REPAIRS

The repair contract should be for an hourly / time repair rate with mark up rate for parts.

HOURLY RATES: A. Normal Business Hours 29.95

1. Technician

B. After Hours, Weekends & Holidays 29.95

2. Technician

C. Mark Up Rate for repair parts: 10%

Note: Any and all new equipment acquired by the Sheriff's Office will be honored.

PLEASE STATE ALL WARRANTIES: 1 Year Labor and Installation.

BIDDER / COMPANY NAME: Video Sound and Lights

ADDRESS: 3716 S. Us Hwy 281

CITY/STATE/ZIP CODE: Edinburg TX 78539.

PHONE NUMBER: (956) 383-6855

CELLULAR & PAGER NUMBERS: (956) 239-6855

FAX NUMBER: (956) 380-1513.

AUTHORIZED SIGNATURE:

PRINTED NAME: Valentin A. Cardenas.

TITLE: Owner.

DATE: 11/27/07.

EXHIBIT "B"

HIDALGO COUNTY SHERIFF'S OFFICE-
"REPAIRS, INSTALLATION AND REMOVAL OF EMERGENCY EQUIPMENT, RADIOS, COMPUTER & MISCELLANEOUS EQUIPMENT FOR LAW ENFORCEMENT VEHICLES"
BID NO: 07-125-11-28-ROL

BID PAGE

PART II - REMOVAL DESCRIPTION

RADIOS: MOTOROLA SYNTOR X (WITH THE HAND HELD CONTROL)	$ 10.00
MOTOROLA SYNTOR X9000	$ 21.50
MOTOROLA MARATRAC (WITH CONTROL PANEL)	$ 21.50
MOTOROLA MARATRAC (WITH THE HAND HELD CONTROL)	$ 21.50
MOTOROLA RADIUS LINE RADIOS (GM 300, M 120, M 1225 ETC.)	$ 10.50
MACOM	$ 10.50
VERTEX 4000	$ 10.50
MOTOROLA 5000 XLT ASTRO	$ 10.50
ANTENNAS	$ 7.00
SIRENS:	
SYNTOR 9000 SIREN	$ 7.00
CONSOLE SIRENS WITH P.A.	$ 7.00
DISGUISE INTERIOR OR TRUNK MOUNT SIREN	$ 7.00
WHELEN 6 and 9 FUNCTUNED SIREN COMBO	$ 7.00
LIGHT BAR	$ 19.50
GRILLE LIGHTS	$ 11.00
REAR DECK LIGHTS	$ 11.00
DASH LIGHTS	$ 7.00
STROBE LIGHT INSERTS BY PAIRS, FRONT OR BACK	$ 10.00
HALOGEN LIGHT INSERTS BY PAIRS FRONT OR BACK	$ 5.00
FUSE PANEL	$ 10.00
STROBE POWER SUPPLIES	$ 10.00
PRISONER CAGES	$ 15.00
SHOTGUN/RIFLE RACK	$ 9.00
SHOTGUN/RIFLE RACK	$
FLASHLIGHT CHARGER	$ 5.00
PUSH BUMPERS	$ 15.00
CENTER CONSOLE	$ 7.00
ON BOARD COMPUTER AND CAMERAS	$ 25.00
COMPUTER STAND	$ 5.00
COMPUTER RADIO MODEM	$ 5.00
INTERIOR MOUNTED DIRECTIONAL LIGHT BARS	$ 12.00
RADAR UNIT	$ 15.00
MOBILE VIDEO EQUIPMENT (INCLUDING POWER SUPPLY)	$ 18.00
REMOVAL OF STRIPING AND/OR MARKING OF VEHICLES (IF REQUIRED)	$ 85.00
REMOVAL TOTAL:	$ 451.00

EXHIBIT "B"

HIDALGO COUNTY SHERIFF'S OFFICE-
"REPAIRS, INSTALLATION AND REMOVAL OF EMERGENCY EQUIPMENT, RADIOS, COMPUTER & MISCELLANEOUS EQUIPMENT FOR LAW ENFORCEMENT VEHICLES"
BID NO: 07-125-11-28-ROL

BID PAGE

PART III - INSTALLATION DESCRIPTION

RADIOS:

MOTOROLA SYNTOR X (WITH THE HAND HELD CONTROL)	$ 25.00
MOTOROLA SYNTOR X9000	$ 40.00
MOTOROLA MARATRAC (WITH CONTROL PANEL)	$ 40.00
MOTOROLA MARATRAC (WITH THE HAND HELD CONTROL)	$ 40.00
MOTOROLA RADIUS LINE RADIOS (GM 300, M 120, M 1225 ETC.)	$ 21.00
MACOM	$ 25.00
VERTEX 4000	$ 25.00
MOTOROLA 5000 XLT ASTRO	$ 40.00
PROGRAM RADIO (SET FREQUENCY)	$ 25.00
ANTENNAS	$ 13.00

SIRENS:

SYNTOR 9000 SIREN	$ 13.00
CONSOLE SIRENS WITH P.A.	$ 13.00
DISGUISE INTERIOR OR TRUNK MOUNT SIREN	$ 13.00
WHELEN 6 and 9 FUNCTUNED SIREN COMBO	$ 30.00
SIREN SPEAKERS PUSH BAR MOUNTED	$ 18.00
SIREN SPEAKERS CONCEALED MOUNTED	$ 18.00

LIGHT BAR:

FEDERAL SIGNAL VISION	$ 35.00
FEDERAL VECTOR AND SMART VECTOR	$ 55.00
FEDERAL SIGNAL LIGHT BARS OTHER THAN VISION (see pg. 4 of specs)	$ 55.00
FEDERAL SIGNAL LIGHT BARS OTHER THAN VISION (see pg. 4 of specs)	$ 55.00
INTERIOR MOUNTED DIRECTIONAL BAR	$ 25.00
HALOGEN GRILL LIGHTS	$ 20.00
STROBE GRILL LIGHTS	$ 25.00
HALOGEN REAR DECK LIGHTS	$ 20.00
STROBE REAR DECK LIGHTS	$ 25.00
DASH LIGHTS	$ 16.00
STROBE LIGHT INSERTS BY PAIRS, FRONT OR BACK	$ 20.00
HALOGEN LIGHT INSERTS BY PAIRS FRONT OR BACK	$ 14.00
FUSE PANEL	$ 19.00
STROBE POWER SUPPLY	$ 16.00
WIG-WAG FLASHER	$ 14.00
PRISONER CAGES	$ 29.00
SHOTGUN/RIFLE RACK FLOOR MOUNT	$ 14.00
SHOTGUN/RIFLE RACK OVER HEAD MOUNT	$ 18.00
SHOTGUN/RIFLE RACK TRUNK LID MOUNT	$ 14.00
ON BOARD COMPUTER AND CAMERAS	$ 20.00
RADIO MODEM COMBINATION FOR SEDANS WITH BRACKET	$ 20.00
FLASHLIGHT CHARGER	$ 11.00
PUSH BUMPER	$ 25.00
RADAR UNIT	$ 60.00
MOBILE VIDEO EQUIPMENT (INCLUDING POWER SUPPLY)	$ 89.00
INSTALL STRIPING AND/OR MARKING OF VEHICLES (IF REQUIRED)	$ 84.00
INSTALLATION TOTAL:	$ 1197.00

EXHIBIT "C"
INSURANCE REQUIREMENTS

ACORD CERTIFICATE OF LIABILITY INSURANCE

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

PRODUCER
CENTRAL INSURANCE AGENCY, INC.
6000 N LAMAR BLVD

AUSTIN, TX78752

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
Video, Sound & Lights, Inc.
3716 S. US HWY 281

Edinburg, TX78539

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: EVANSTON INSURANCE COMPANY	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC	CL421400381	12/28/2007	12/28/2008	EACH OCCURRENCE	$500,000
						DAMAGE TO RENTED PREMISES (Ea occurence)	$50,000
						MED EXP (Any one person)	$1,000
						PERSONAL & ADV INJURY	$500,000
						GENERAL AGGREGATE	$1,000,000
						PRODUCTS - COMP/OP AGG	$1,000,000
		AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
						BODILY INJURY (Per person)	$
						BODILY INJURY (Per accident)	$
						PROPERTY DAMAGE (Per accident)	$
		GARAGE LIABILITY [ ] ANY AUTO				AUTO ONLY - EA ACCIDENT	$
						OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS/UMBRELLA LIABILITY [ ] OCCUR ___ CLAIMS MADE [ ] DEDUCTIBLE [ ] RETENTION $				EACH OCCURRENCE	$
						AGGREGATE	$
							$
							$
							$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS / OTH-ER	
						E.L. EACH ACCIDENT	$
						E.L. DISEASE - EA EMPLOYEE	$
						E.L. DISEASE - POLICY LIMIT	$
		OTHER					

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

Certificate holder is named Addtional Insured and given a 30 Day Notice of Cancellation.

CERTIFICATE HOLDER

Hildago County
2812 S. Business 281
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

© ACORD CORPORATION 1988

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/10/2008

PRODUCER (512)451-6551 FAX (512)454-0183
Central Insurance Agency, Inc.
6000 N. Lamar Blvd.
Austin, TX 78752

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 Video, Sound & Lights, Inc.
3716 S. US. HWY 281
EDINBURG, TX 78539

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Progressive County Mutual	29203
INSURER B: Texas Mutual Insurance Company	055
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
		GENERAL LIABILITY				EACH OCCURRENCE	$
		COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurence)	$
		[ ] CLAIMS MADE [ ] OCCUR				MED EXP (Any one person)	$
						PERSONAL & ADV INJURY	$
						GENERAL AGGREGATE	$
		GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	$
		[ ] POLICY [ ] PRO-JECT [ ] LOC					
A	X	AUTOMOBILE LIABILITY	06117138-0	12/20/2007	12/20/2008	COMBINED SINGLE LIMIT (Ea accident)	$ 500,000
		[ ] ANY AUTO				BODILY INJURY (Per person)	$
		[ ] ALL OWNED AUTOS					
		[X] SCHEDULED AUTOS				BODILY INJURY (Per accident)	$
		[ ] HIRED AUTOS					
		[ ] NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident)	$
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		[ ] ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	$
		[ ] OCCUR [ ] CLAIMS MADE				AGGREGATE	$
							$
		[ ] DEDUCTIBLE					$
		[ ] RETENTION $					$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	SBP-0001186743	12/21/2007	12/21/2008	[ ] WC STATU-TORY LIMITS [ ] OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	$ 100,000
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	$ 100,000
						E.L. DISEASE - POLICY LIMIT	$ 500,000
		OTHER					

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

Certificate holder is named as additional insured in respect to the auto policy. Workers Compensation provides a Waiver of Subrogation and a 30 Day Notice of Cancellation in favor of the certificate holder. Auto policy includes Uninsured/Underinsured Motorist coverage with a $500,000 limit.

CERTIFICATE HOLDER

Hildago County
2812 S. Business 281
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Scott Raper/CIA10

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IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

AI-6900 **29.X.0.**

Repairs,Installation and Removal of Emergency Equipment, Radios, Computer and Miscellaneous Equipment for Law Enforcement Vehicles

CC REGULAR

Date: 12/11/2007
Submitted By: Roli Flores, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Sheriff's Office

Information

CAPTION

1. Recommending award of bid and approval of contract for "Repairs, Installation and Removal of Emergency Equipment , Radios, Computer and Miscellaneous Equipment for Law Enfocement Vehicles" to bidder meeting all specifications and/or requirements.

BACKGROUND

1. Letter of recomendation
2. Bid Tabulation
3. Draft Contract

Fiscal Impact

FISCAL YEAR: 2007 **ACCT. #:** 71100421002800010432
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:

FISCAL YEAR: 2007 **ACCT. #:** 71100421002800010434
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:

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

Account Numbers were provided by Juan Tapia, Procurement Specialist from the Hidalgo County Sheriff's Office (956) 393-6019.

Attachments

Link: back up

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
	(Originator)	Roli Flores	12/05/2007 10:20 AM	CREATED
1	Purchasing Department			NEW
2	Budget & Management			
3	Auditor's Office			

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-07-125-12-11

THIS CONTRACT is made and entered into this 1st day of **January, 2008** by and between the **County of Hidalgo, Texas** ("County"), and **Video Sound and Lights** a Texas Corporation. ("Company").

WHEREAS, Company responded to advertised notices for bids for **"Repairs, Installation and Removal of Emergency Equipment, Radios, Computer & Miscellaneous Equipment** for **Law Enforcement Vehicles"** (the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, a copy of such specifications and bid being attached hereto as Exhibits "A" and "B" respectively, and incorporated herein for all purposes (the "Specifications"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications, the Commissioners Court of County awarded the bid to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agree that this Contract is entered into in order to provide the Services to locations at **Hidalgo County Sheriff's Office** . This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the services in accordance with the

Specifications within **Hidalgo County** following a request for Services by the **Hidalgo County** or his designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period of one (1) year **(on an as needed basis),** commencing **January 1, 2008** and expiring on **December 31, 2008** with the County's option to extend for an additional two (2) one (1) year terms. County also reserves the right to continue this bid for an additional sixty (60) day Grace Period, under the same rates terms and conditions.

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, 2nd Floor (Administration Bldg.)** **Edinburg, Texas 78539**
If to Company	**Video Sound and Lights** **Attn: Valentin A. Cardenas, Owner** **3716 South US Hwy 281** **Edinburg, Texas 78539**

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 AS TO FORM:

Atlas & Hall, LLP

By:_____
~~Atlas & Hall, LLP~~

COUNTY OF HIDALGO

By:_____
Juan D. Salinas, III, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

COMPANY: Video Sound and Lights
By:_____
Printed Name: Valentin A. Cardenas
Title: Owner

EXHIBIT "A"
SPECIFICATIONS

EXHIBIT "A"

HIDALGO COUNTY SHERIFF'S OFFICE-
"REPAIRS, INSTALLATION AND REMOVAL OF EMERGENCY EQUIPMENT, RADIOS, COMPUTER & MISCELLANEOUS EQUIPMENT FOR LAW ENFORCEMENT VEHICLES"
BID NO: 07-125-11-28ROL

SPECIFICATIONS

Project Overview:

The Hidalgo County Sheriff's Office is seeking to contract with qualified vendors to conduct all "REPAIRS, INSTALLATION AND REMOVAL OF EMERGENCY EQUIPMENT, RADIOS, COMPUTER & MISCELLANEOUS EQUIPMENT LAW ENFORCEMENT VEHICLES" on an "As Needed Basis" including, but not limited to, the following:

Requirements & Qualifications, Terms & Conditions

1. ALL COSTS AND EXPENSES ASSOCIATED WITH THE PREPERATION AND SUBMISSION OF (BIDS PROPOSALS AND/OR QUOTES) SHALL BE THE RESPONSIBILITY OF THE BIDDER AND NO REIMBURSTMENTS FOR SUCH CHARGES OR EXPENSES SHALL BE PASSED ONTO HIDALGO COUNTY.

2. THIS BID WILL BE FOR EMERGENCY EQUIPMENT, RADIOS & MISCELLANEOUS EQUIPMENT THAT IS CURRENTLY INSTALLED IN, OR WILL BE INSTALLED IN EMERGENCY VEHICLES ONLY. THIS BID CONTRACT WILL NOT INCLUDE REPAIRS TO BASE RADIO CONSOLES, TOWER SITE REPEATERS OR EQUIPMENT, PORTABLE RADIOS, OR SPECIALTY SURVEILLANCE EQUIPMENT.

3. AWARDED VENDOR(S) WILL MAINTAIN ALL INSURANCE CERTIFICATES AND ITS LIMITS THROUGH OUT THE CONTRACT TERM (REFER TO EXHIBIT C).

4. AWARDED VENDOR SHALL HAVE BEEN IN BUSINESS (IN THIS FIELD) FOR A MINIMUM OF THREE (3) YEARS.

5. A LIST OF A MINIMUM OF FIVE (5) 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
F). CONTRACT TERM (IF APPLICABLE)

6. VENDORS SUBMITTING BID WILL USE ONLY EXPIERENCE SERVICE TECHNICIANS IN PERFORMING ALL REPAIRS, INSTALLATIONS AND REMOVALS (ATLEAST THREE (3) YEARS EXPIERENCE).

7. IF THE DISTANCE FROM SITE A, (SHERIFF'S OFFICE OR OTHER), AND SITE B, (VENDORS LOCATION), IS MORE THAN TWENTY (20) MILES ONE WAY, THE SHERIFF'S OFFICE WILL REQUEST ASSISTANCE FROM THE VENDOR IN THE TRANSPORTATION OF UNIT(S) AT NO ADDITIONAL CHARGE TO HIDALGO COUNTY.

8. VENDORS SUBMITTING BID SHALL HAVE A COVERED WORKING AREA TO PROTECT VEHICLES AND EQUIPMENT AGAINST INCLEMENT WEATHER WHILE CONDUCTING INSTALLATIONS OR REMOVALS.

9. VENDORS SUBMITTING BID MUST BE ABLE TO SCHEDULE AND COMPLETE A VEHICLE INSTALLATION IN TWO (2) WORKING DAYS AND A REMOVAL IN ONE (1) WORKING DAY.

10. VENDORS SUBMITTING BID **MUST** BE ABLE TO SERVICE A FLEET SIZE OF OVER THREE HUNDRED (300) UNITS.

11. VENDORS SUBMITTING BID WILL BE ABLE TO WORK ON MULTIPLE (EXAMPLE: THREE (3) OR MORE) VEHICLES AT ONE GIVEN TIME.

12. VENDORS SUBMITTING BID WILL BE ABLE TO REFURBISH AND/OR REPAIR ANY AND ALL NON-WORKING OVERHEAD LIGHT BARS, RADIOS, SIRENS AND MISCELLANEOUS EQUIPMENT UNLESS EQUIPMENT IS BEYOND REPAIR.

13. **PRIMARY AND SECONDARY VENDOR WILL BE AWARDED IN THIS BID;**

14. HIDALGO COUNTY MAY UTILIZE IT MEMBERSHIP/PARTICIPATION IN STATE AND/OR COOPERATIVE PURCHASING PROGRAM, ASSOCIATIONS OR INTERLOCAL CONTRACTS IF IT IS IN THE COUNTYS BEST INTREST TO DO SO.

15. VENDORS SUBMITTING BID WILL HAVE AMPLE SPACE TO STORE PROPERTY BEING REMOVED AND/OR INSTALLED AND THE ABILITY TO TRACK AND DOCUMENT THE STORAGE OF PROPERTY.

16. VENDORS SUBMITTING BID WILL HAVE THE PROPOSED FACILITY INSURED FOR DAMAGES, LOSSES RESULTING IN THEFT, FIRE, EMPLOYEE NEGLIGENCE OR HAZARDOUS WEATHER CONDITIONS.

17. AWARDED VENDORS WILL BE RESPONSIBLE FOR VEHICLES AND/OR EQUIPMENT THAT ARE DAMAGED OR VANDILIZED WHILE IN THEIR CONTROL.

18. VENDORS MUST HAVE AN AREA TO KEEP VEHICLES SECURED FOR OVERNIGHT AND WEEKENDS.

19. VENDORS SUBMITTING BID MUST HAVE A SERVICE FACILITY TO BE ABLE TO COMPLETE WORK SPECIFIED LOCATED IN HIDALGO COUNTY.

20. VENDORS SUBMITTING BID MUST GUARANTEE WORK PERFORMED FOR A PERIOD OF ATLEAST 90DAYS.

21. VENDORS SUBMITTING BID MUST BE ABLE TO CONDUCT INSTALLATIONS OR REMOVALS AT THE SHERIFF'S OFFICE ON AN EMERGENCY BASIS. IF THE VENDOR WILL CHARGE FOR A SERVICE CALL FOR THIS REQUEST, THE VENDOR MUST INCLUDE THE COST OF THAT SERVICE CALL.

22. INTRESTED VENDORS ARE WELCOME TO MAKE ARRANGEMENTS WITH THE PURCHASING DEPARTMENT TO EXAMINE FLEET VEHICLES PRIOR TO BID OPENING DATE.

23. ALL PRICES FOR REPAIRS, INSTALLATIONS AND REMOVALS SHALL INCLUDE CONSIDERATION FOR TIME AND LABOR.

24. ANY AND ALL EQUIPMENT AQUIRED BY THE SHERIFF'S OFFICE WILL BE HONORED THROUGH OUT THE CONTRACT TERM UNDER THE SAME RATES, TERMS AND CONDITIONS.

25. THE TERM OF THE CONTRACT WILL BE FOR ONE (1) YEAR WITH THE COUNTY'S OPTION TO EXTEND FOR TWO (2) ADDITIONAL ONE (1) YEAR TERMS UNDER THE SAME RATES, TERMS AND CONDITIONS.

26. HIDALGO COUNTY RESERVES THE RIGHT TO CONTINUE THIS BID FOR AN ADDITIONAL SIXTY (60) DAY GRACE PERIOD AT THE END OF THE CONTRACT TERM FOR UNFORSEEN DELAY IN AWARD OF NEW BID FOR NEXT CONTRACT TERM.

PART I - REPAIRS

The Hidalgo County Sheriff's Office has installed in its vehicles the following equipment:

A). Radios:
- Motorola Syntor X
- Motorola Syntor 9000
- Motorola Maratrac
- Motorola Radias Line radios
- Macom
- Vertex 4000
- Motorola 5000 XLT Astro
- Motorola PM 1250
- Motorola XTL 1500

B). Light Bars:
- Federal Signal Vector
- Federal Signal Smart Vector
- Federal Signal Street Hawk
- Federal Signal Jet Sonic
- Federal Signal Jet Stream
- Code 3 MX 7000
- Whelen XTL 9M Light Bar

C). Other:
- Federal Signal, Code Three, and Sho-Me Sirens and Speakers
- Sho-Me Deck Lights and Strobes
- Sho-Me and Code Three wig-Wag modules.
- Assortment of Cages and Shotgun racks.
- On board Computers, Cameras and modems (Radios)

Equipment used can change on a day-to-day basis depending on new product lines available. The above list is to let you know what type of equipment you may be repairing and not to limit the scope of repairs to these items only. The repairs will be for anything installed or assigned specifically to a police unit, both marked and unmarked, that is considered emergency equipment. Miscellaneous equipment includes flashlight chargers, additional power sources, shotgun racks and vehicle floor mounting brackets.

EXHIBIT "B"
VENDOR'S BID

EXHIBIT "B"

HIDALGO COUNTY SHERIFF'S OFFICE-
"REPAIRS, INSTALLATION AND REMOVAL OF EMERGENCY EQUIPMENT, RADIOS, COMPUTER & MISCELLANEOUS EQUIPMENT FOR LAW ENFORCEMENT VEHICLES"
BID NO: 07-125-11-28-ROL

BID PAGE

PART I - REPAIRS

The repair contract should be for an hourly / time repair rate with mark up rate for parts.

HOURLY RATES: A. Normal Business Hours 29.95

1. Technician

B. After Hours, Weekends & Holidays 29.95

2. Technician

C. Mark Up Rate for repair parts: 10%

Note: Any and all new equipment acquired by the Sheriff's Office will be honored.

PLEASE STATE ALL WARRANTIES: 1 Year Labor and Installation.

BIDDER / COMPANY NAME: Video Sound and Lights

ADDRESS: 3716 S. Us Hwy 281

CITY/STATE/ZIP CODE: Edinburg TX 78539.

PHONE NUMBER: (956) 383-6855

CELLULAR & PAGER NUMBERS: (956) 239-6855

FAX NUMBER: (956) 380-1513.

AUTHORIZED SIGNATURE:

PRINTED NAME: Valentin A. Cardenas.

TITLE: Owner.

DATE: 11/27/07.

EXHIBIT "B"

HIDALGO COUNTY SHERIFF'S OFFICE-
"REPAIRS, INSTALLATION AND REMOVAL OF EMERGENCY EQUIPMENT, RADIOS, COMPUTER & MISCELLANEOUS EQUIPMENT FOR LAW ENFORCEMENT VEHICLES"
BID NO: 07-125-11-28-ROL

BID PAGE

PART II - REMOVAL DESCRIPTION

RADIOS: MOTOROLA SYNTOR X (WITH THE HAND HELD CONTROL)	$ 10.00
MOTOROLA SYNTOR X9000	$ 21.50
MOTOROLA MARATRAC (WITH CONTROL PANEL)	$ 21.50
MOTOROLA MARATRAC (WITH THE HAND HELD CONTROL)	$ 21.50
MOTOROLA RADIUS LINE RADIOS (GM 300, M 120, M 1225 ETC.)	$ 10.50
MACOM	$ 10.50
VERTEX 4000	$ 10.50
MOTOROLA 5000 XLT ASTRO	$ 10.50
ANTENNAS	$ 7.00
SIRENS:	
SYNTOR 9000 SIREN	$ 7.00
CONSOLE SIRENS WITH P.A.	$ 7.00
DISGUISE INTERIOR OR TRUNK MOUNT SIREN	$ 7.00
WHELEN 6 and 9 FUNCTUNED SIREN COMBO	$ 7.00
LIGHT BAR	$ 19.50
GRILLE LIGHTS	$ 11.00
REAR DECK LIGHTS	$ 11.00
DASH LIGHTS	$ 7.00
STROBE LIGHT INSERTS BY PAIRS, FRONT OR BACK	$ 10.00
HALOGEN LIGHT INSERTS BY PAIRS FRONT OR BACK	$ 5.00
FUSE PANEL	$ 10.00
STROBE POWER SUPPLIES	$ 10.00
PRISONER CAGES	$ 15.00
SHOTGUN/RIFLE RACK	$ 9.00
SHOTGUN/RIFLE RACK	$
FLASHLIGHT CHARGER	$ 5.00
PUSH BUMPERS	$ 15.00
CENTER CONSOLE	$ 7.00
ON BOARD COMPUTER AND CAMERAS	$ 25.00
COMPUTER STAND	$ 5.00
COMPUTER RADIO MODEM	$ 5.00
INTERIOR MOUNTED DIRECTIONAL LIGHT BARS	$ 12.00
RADAR UNIT	$ 15.00
MOBILE VIDEO EQUIPMENT (INCLUDING POWER SUPPLY)	$ 18.00
REMOVAL OF STRIPING AND/OR MARKING OF VEHICLES (IF REQUIRED)	$ 85.00
REMOVAL TOTAL:	$ 451.00

EXHIBIT "B"

HIDALGO COUNTY SHERIFF'S OFFICE-
"REPAIRS, INSTALLATION AND REMOVAL OF EMERGENCY EQUIPMENT, RADIOS, COMPUTER & MISCELLANEOUS EQUIPMENT FOR LAW ENFORCEMENT VEHICLES"
BID NO: 07-125-11-28-ROL

BID PAGE

PART III - INSTALLATION DESCRIPTION

RADIOS:

MOTOROLA SYNTOR X (WITH THE HAND HELD CONTROL)	$ 25.00
MOTOROLA SYNTOR X9000	$ 40.00
MOTOROLA MARATRAC (WITH CONTROL PANEL)	$ 40.00
MOTOROLA MARATRAC (WITH THE HAND HELD CONTROL)	$ 40.00
MOTOROLA RADIUS LINE RADIOS (GM 300, M 120, M 1225 ETC.)	$ 21.00
MACOM	$ 25.00
VERTEX 4000	$ 25.00
MOTOROLA 5000 XLT ASTRO	$ 40.00
PROGRAM RADIO (SET FREQUENCY)	$ 25.00
ANTENNAS	$ 13.00

SIRENS:

SYNTOR 9000 SIREN	$ 13.00
CONSOLE SIRENS WITH P.A.	$ 13.00
DISGUISE INTERIOR OR TRUNK MOUNT SIREN	$ 13.00
WHELEN 6 and 9 FUNCTUNED SIREN COMBO	$ 30.00
SIREN SPEAKERS PUSH BAR MOUNTED	$ 18.00
SIREN SPEAKERS CONCEALED MOUNTED	$ 18.00

LIGHT BAR:

FEDERAL SIGNAL VISION	$ 35.00
FEDERAL VECTOR AND SMART VECTOR	$ 55.00
FEDERAL SIGNAL LIGHT BARS OTHER THAN VISION (see pg. 4 of specs)	$ 55.00
FEDERAL SIGNAL LIGHT BARS OTHER THAN VISION (see pg. 4 of specs)	$ 55.00
INTERIOR MOUNTED DIRECTIONAL BAR	$ 25.00
HALOGEN GRILL LIGHTS	$ 20.00
STROBE GRILL LIGHTS	$ 25.00
HALOGEN REAR DECK LIGHTS	$ 20.00
STROBE REAR DECK LIGHTS	$ 25.00
DASH LIGHTS	$ 16.00
STROBE LIGHT INSERTS BY PAIRS, FRONT OR BACK	$ 20.00
HALOGEN LIGHT INSERTS BY PAIRS FRONT OR BACK	$ 14.00
FUSE PANEL	$ 19.00
STROBE POWER SUPPLY	$ 16.00
WIG-WAG FLASHER	$ 14.00
PRISONER CAGES	$ 29.00
SHOTGUN/RIFLE RACK FLOOR MOUNT	$ 14.00
SHOTGUN/RIFLE RACK OVER HEAD MOUNT	$ 18.00
SHOTGUN/RIFLE RACK TRUNK LID MOUNT	$ 14.00
ON BOARD COMPUTER AND CAMERAS	$ 20.00
RADIO MODEM COMBINATION FOR SEDANS WITH BRACKET	$ 20.00
FLASHLIGHT CHARGER	$ 11.00
PUSH BUMPER	$ 25.00
RADAR UNIT	$ 60.00
MOBILE VIDEO EQUIPMENT (INCLUDING POWER SUPPLY)	$ 89.00
INSTALL STRIPING AND/OR MARKING OF VEHICLES (IF REQUIRED)	$ 84.00
INSTALLATION TOTAL:	$ 1197.00

EXHIBIT "C"
INSURANCE REQUIREMENTS

ACORD CERTIFICATE OF LIABILITY INSURANCE

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

PRODUCER
CENTRAL INSURANCE AGENCY, INC.
6000 N LAMAR BLVD

AUSTIN, TX78752

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
Video, Sound & Lights, Inc.
3716 S. US HWY 281

Edinburg, TX78539

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: EVANSTON INSURANCE COMPANY	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC	CL421400381	12/28/2007	12/28/2008	EACH OCCURRENCE	$500,000
						DAMAGE TO RENTED PREMISES (Ea occurence)	$50,000
						MED EXP (Any one person)	$1,000
						PERSONAL & ADV INJURY	$500,000
						GENERAL AGGREGATE	$1,000,000
						PRODUCTS - COMP/OP AGG	$1,000,000
		AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
						BODILY INJURY (Per person)	$
						BODILY INJURY (Per accident)	$
						PROPERTY DAMAGE (Per accident)	$
		GARAGE LIABILITY [ ] ANY AUTO				AUTO ONLY - EA ACCIDENT	$
						OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS/UMBRELLA LIABILITY [ ] OCCUR ___ CLAIMS MADE [ ] DEDUCTIBLE [ ] RETENTION $				EACH OCCURRENCE	$
						AGGREGATE	$
							$
							$
							$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS / OTH-ER	
						E.L. EACH ACCIDENT	$
						E.L. DISEASE - EA EMPLOYEE	$
						E.L. DISEASE - POLICY LIMIT	$
		OTHER					

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

Certificate holder is named Addtional Insured and given a 30 Day Notice of Cancellation.

CERTIFICATE HOLDER

Hildago County
2812 S. Business 281
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

© ACORD CORPORATION 1988

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/10/2008

PRODUCER (512)451-6551 FAX (512)454-0183
Central Insurance Agency, Inc.
6000 N. Lamar Blvd.
Austin, TX 78752

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 Video, Sound & Lights, Inc.
3716 S. US. HWY 281
EDINBURG, TX 78539

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Progressive County Mutual	29203
INSURER B: Texas Mutual Insurance Company	055
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
		GENERAL LIABILITY				EACH OCCURRENCE	$
		COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurence)	$
		[ ] CLAIMS MADE [ ] OCCUR				MED EXP (Any one person)	$
						PERSONAL & ADV INJURY	$
						GENERAL AGGREGATE	$
		GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	$
		[ ] POLICY [ ] PRO-JECT [ ] LOC					
A	X	AUTOMOBILE LIABILITY	06117138-0	12/20/2007	12/20/2008	COMBINED SINGLE LIMIT (Ea accident)	$ 500,000
		[ ] ANY AUTO				BODILY INJURY (Per person)	$
		[ ] ALL OWNED AUTOS					
		[X] SCHEDULED AUTOS				BODILY INJURY (Per accident)	$
		[ ] HIRED AUTOS					
		[ ] NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident)	$
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		[ ] ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	$
		[ ] OCCUR [ ] CLAIMS MADE				AGGREGATE	$
							$
		[ ] DEDUCTIBLE					$
		[ ] RETENTION $					$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	SBP-0001186743	12/21/2007	12/21/2008	[ ] WC STATU-TORY LIMITS [ ] OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	$ 100,000
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	$ 100,000
						E.L. DISEASE - POLICY LIMIT	$ 500,000
		OTHER					

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

Certificate holder is named as additional insured in respect to the auto policy. Workers Compensation provides a Waiver of Subrogation and a 30 Day Notice of Cancellation in favor of the certificate holder. Auto policy includes Uninsured/Underinsured Motorist coverage with a $500,000 limit.

CERTIFICATE HOLDER

Hildago County
2812 S. Business 281
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Scott Raper/CIA10

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IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

AI-6900 **29.X.0.**

Repairs,Installation and Removal of Emergency Equipment, Radios, Computer and Miscellaneous Equipment for Law Enforcement Vehicles

CC REGULAR

Date: 12/11/2007
Submitted By: Roli Flores, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Sheriff's Office

Information

CAPTION

1. Recommending award of bid and approval of contract for "Repairs, Installation and Removal of Emergency Equipment , Radios, Computer and Miscellaneous Equipment for Law Enfocement Vehicles" to bidder meeting all specifications and/or requirements.

BACKGROUND

1. Letter of recomendation
2. Bid Tabulation
3. Draft Contract

Fiscal Impact

FISCAL YEAR: 2007 **ACCT. #:** 71100421002800010432
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:

FISCAL YEAR: 2007 **ACCT. #:** 71100421002800010434
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:

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

Account Numbers were provided by Juan Tapia, Procurement Specialist from the Hidalgo County Sheriff's Office (956) 393-6019.

Attachments

Link: back up

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
	(Originator)	Roli Flores	12/05/2007 10:20 AM	CREATED
1	Purchasing Department			NEW
2	Budget & Management			
3	Auditor's Office			

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-07-121-12-26

THIS CONTRACT is made and entered into this 1st day of **January,2008** by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and **Yoder Enterprises, Inc. d/b/a Advanced Paging** ("Company").

WHEREAS, Company responded to advertised notices for bids for **"Pager** and **Pager Services"** (the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, a copy of such specifications and bid being attached hereto as Exhibits "A" and "B" respectively, and incorporated herein for all purposes (the "Specifications"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications, the Commissioners Court of County awarded the bid to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agree that this Contract is entered into in order to provide the Services to locations at **Hidalgo County Sheriff's Office** . This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the Services in accordance with the Specifications within **Hidalgo County** following a request for Services by the **Hidalgo County** or

his designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period of **one (1) year**, commencing **January 1, 2008** and expiring on **December 31, 2008** with the County's option to extend for one (1) additional year under the same rates, terms and conditions. County also reserves the right to continue this bid for an additional sixty (60) day Grace Period, under the same rates terms and conditions.

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	**Yoder Enterprises, Inc. d/b/a** **Advanced Paging** **Attn: Dwight F. Yoder, Vice President** **P. O. Drawer 3097** **McAllen, Texas 78502**

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.

COUNTY OF HIDALGO

By:_____
Juan D. Salinas, III, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

COMPANY:

Advanced Paging & Wireless

By:_____
Printed Name: Dwight F. Yoder
Title: Vice-President

Approved by Commissioners' Court on **December 26, 2007**

APPROVED AS TO FORM:

Atlas & Hall, L.L.P.

By:_____

EXHIBIT "A"

SPECIFICATIONS

EXHIBIT "A"

Hidalgo County Sheriff's Office

"Pager and Pager Service"

QUOTE NO. 07-121-12-12-ROL

The Hidalgo County Sheriff's Office is seeking quotes for monthly air time use for pager service, purchase and replacement of units. The following services will be provided in accordance with these specifications and the manufacturer recommendations .Currently the Hidalgo County Sheriff's Office uses approximate over 150 Motorola Pagers. The quotes would have to be good for the 2008 calendar year with an option to extend for a one (1) additional year under the same rates, terms and conditions.

Specifications for pager and pager service.

- Can existing pagers be used?
- Price quote for replacing/purchasing and/or adding the following Alpha Numeric pager units to include service.
  -Motorola Bravo pager
  -Motorola Elite pager
  -Motorola Advisor pager
  -Motorola Advisor Gold pager
- Proposed monthly rate for unlimited airtime (per pager)?
- Proposed monthly rate for unlimited Alpha Numeric air time per pager if different from regular air time?
- Coverage area per price quoted.
- Group page Alpha Numeric rate.
- Repair Service Charge per Pager

If at any time it appears that the Hidalgo County Sheriff's Office will exceed $25,000.00 within the fiscal year, all services will be suspended until a contract is obtained through the Hidalgo County bid process. We, however, do not expect to come anywhere close to that amount.

Requirement, Terms & Conditions

1. Please provide with your quote all additional fees.

2. All costs and expenses associated with the preparation and submission of (bid, proposals and / or quotes) shall be responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto HIDALGO COUNTY.

3. The term of the agreement will be for a period of one (1) year with the County's option to extend for one (1) additional year under the same rates, terms and conditions.

4. Any contract awarded to a successful vendor will be in effect until:
   - The contract expires.
   - Delivery and acceptance of product and/or performance of services ordered.
   - Termination by HIDALGO COUNTY with thirty (30) days written notice prior to cancellation

5. HIDALGO COUNTY reserves the right to reject any or all quotes submitted, if it is in the best interest to do so.

6. **Disclosure of Conflict of Interest**

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse
COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.

7. **PLEASE SUBMIT NO SUBMITTAL FORM BY FAX IF UNABLE TO QUOTE.**

EXHIBIT "B"

VENDOR'S QUOTE

EXHIBIT "B"
HIDALGO COUNTY SHERIFF'S OFFICE
"PAGER AND PAGER SERVICE"
BID NO.: 07-121-12-12-ROL

QUOTE PAGE

- **Can existing pagers be used?** No, All existing pagers currently on Account will be replaced at No Charge. All new purchases will follow below pricing.
- **Price quote for replacing/purchasing and/or adding the following Alpha Numeric pager units to include service.**
  - **-Motorola Bravo pager** $ Obsolete
  - **-Motorola Elite pager** $ obsolete
  - **-Motorola Advisor ~~pager~~** Elite Pager $ obsolete
  - **-Motorola Advisor Gold pager** $ 24.00 each replacement
- **Proposed monthly rate for unlimited airtime (per pager)** $ 5.95
- **Proposed monthly rate for unlimited Alpha Numeric air time per pager if different from regular air time?** $ Same as Above
- **Coverage area per price quoted.** Blue Area on Covarge map Included
- **Group page Alpha Numeric rate.** $ 5.95 per Group per month
- **Repair Service Charge per Pager** $ 24.00 each pager when repair is needed

BIDDER/COMPANY NAME: Advanced Paging
ADDRESS: 600 Ash Ave

CITY/STATE/ZIP CODE: McAllen, Texas 78501

PHONE & FAX NO.'S: 631-7243 - Fax # 213-1195
CELLULAR & BEEPER NO.'S: 984-9101 Dwight Yoder's Mobile

AUTHORIZED SIGNATURE: Dwight F Yoder

PRINTED NAME: Dwight F Yoder

TITLE: Vice Pres

EXHIBIT "C"

INSURANCE REQUIREMENTS

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/11/2007

PRODUCER (956)686-3888 FAX (956)682-5650
Shepard Insurance Agency
P O Box 4288
5801 N 10th #300
McAllen, TX 78502

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 Yoder Enterprises, Inc.
DBA: Advanced Paging/Superior Paging
P O Drawer 3097
Mcallen, TX 78502

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Maryland Casualty Co	
INSURER B: Assurance Co of America	
INSURER C: AMCOMP	
INSURER D:	
INSURER E:	

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC	PAS01111790	08/15/2007	08/15/2008	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 1,000,000
B		AUTOMOBILE LIABILITY [X] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS	SBS01116146	08/15/2007	08/15/2008	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
		GARAGE LIABILITY [ ] ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
A		EXCESS/UMBRELLA LIABILITY [X] OCCUR [ ] CLAIMS MADE [ ] DEDUCTIBLE [ ] RETENTION $	PAS01111790	08/15/2007	08/15/2008	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WCV4142216	01/01/2007	01/01/2008	[X] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
		OTHER					

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

The County of Hidalgo is named as additional insured on the general liability and auto policies and a 30 day notice of cancellation on the general liability and auto policies.

CERTIFICATE HOLDER

The County of Hidalgo
2812 S Business Hwy 281
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Kent Shepard/CL03

©ACORD CORPORATION 1988

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-07-456-12-18

THIS CONTRACT is made and entered into this 1st day of **January, 2008** by and between the **County of Hidalgo, Texas** ("County"), and **Alarm Security Group, LLC; d/b/a ASG Security Argus Security Systems; ASG Monitoring, LLC.** a Texas Corporation. ("Company").

WHEREAS, Company responded to advertised notices for bids for **"Steam Clean Exhaust Ventilation & Service the Automatic Fire Suppression System"** (the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, a copy of such specifications and bid being attached hereto as Exhibits "A" and "B" respectively, and incorporated herein for all purposes (the "Specifications"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications, the Commissioners Court of County awarded the bid to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agree that this Contract is entered into in order to provide the Services to locations at **Hidalgo County Sheriff's Office** . This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the services in accordance with the Specifications within **Hidalgo County** following a request for Services by the **Hidalgo County** or

his designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period of one (1) year **(not to exceed the $25,000.00 statutory bid limit (per calendar year),** commencing **January 1, 2008** and expiring on **December 31, 2008** with the County's option to extend for two (2) additional one (1) year terms, under the same rates, terms and conditions. County also reserves the right to continue this bid for an additional sixty (60) day Grace Period, under the same rates terms and conditions.

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, 2nd Floor (Administration Bldg.)** **Edinburg, Texas 78539**
If to Company	**Alarm Security Group, LLC; d/b/a ASG Security Argus Security Systems; ASG Monitoring, LLC.** **Attn: Thomas Beare, Vice President/General Mgr.** **314 Ash Avenue** **McAllen, Texas 78501**

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.**

COUNTY OF HIDALGO

By: _____
Juan D. Salinas, III, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

COMPANY: Alarm Security Group, LLC; d/b/a ASG Security Argus Security Systems; ASG Monitoring, LLC.
By: _____
Printed Name: Thomas Beare
Title: Vice President/General Manager

Approved by Commissioners' Court on **December 18,2007**

APPROVED AS TO FORM:

Atlas & Hall, L.L.P.

By: _____

EXHIBIT "A"
SPECIFICATIONS

EXHIBIT "A"

HIDALGO COUNTY SHERIFF'S OFFICE - "STEAM CLEAN EXHAUST VENTILATION AND SERVICE THE AUTOMATIC FIRE SUPPRESSION SYSTEM"

RFSQ NO: 07-456-12-11-ROL

SPECIFICATIONS

PROJECT OVERVIEW:

Hidalgo County is Requesting Sealed Quotes (RFSQ) to contract with a qualified vendor on an as needed basis to "Steam Clean Exhaust Ventilation & Service the Automatic Fire Suppression System including, but not limited to, the following:

General Scope of Services

1. FOUR (4) EXHAUST SYSTEM: STEAM CLEAN EXHAUST FANS, EXHAUST DUCTS, GREASE FILTERS AND FOUR EXHAUST HOODS.
2. FIRE SUPPRESSION SYSTEM: INSPECTION OF MULTIPLE ANSEL FIRE SUPPRESSION SYSTEM (SEVEN (7) TANK SYSTEM) REPLACE FUSIBLE LINKS, REPLACE RUBBER BLOW OFF CAPS, REPLACE GLASS BREAK RODS.
3. QUOTE WILL BE FOR TWO (2) SERVICES PER YEAR FOR BOTH SERVICES MENTIONED.

Requirement, Terms & Conditions

1. PARTICIPANTS WILL MAKE ARANGEMENTS WITH THE HIDALGO COUNTY SHERIFF'S OFFICE TO VIEW AND INSPECT THE REFERNCED EQUIPMENT711 EL CIBOLO ROAD IN EDINBURG TEXAS. YOUR CONTACT PERSON WILL BE JUAN TAPIA, SPECIAL PROJECTS/PROCUREMENT SPECIALIST AT 956 393-6019.
2. ALL WORK PREFORMED WILL BE IN COMPLIANCE OF THE N.F.P.A. 96 NATIONAL AND STATE FIRE CODES.
3. ALL WORK WILL HAVE TO BE EXECUTED MONDAY THRU FRIDAY BETWEEN SEVEN (7) PM THROUGH THREE (3) AM.
4. ALL COSTS AND EXPENSES ASSOCIATED WITH THE PREPARATION AND SUBMISSION OF (BIDS, PROPOSALS AND/OR QUOTES) SHALL BE THE RESPONSIBILITY OF THE PARTICIPANT AND NO REIMBURSEMENTS FOR SUCH CHARGES OR EXPENSES SHALL BE PASSED ONTO HIDALGO COUNTY.
5. THE TERM OF THE CONTRACT WILL BE FOR A PERIOD OF ONE (1) YEAR, BUT NOT TO EXCEED THE $25,000.00 STATUTORY BID LIMIT (PER CALENDAR YEAR) WITH THE COUNTY'S OPTION TO EXTEND THE CONTRACT FOR TWO (2) ADDITIONAL ONE YEAR TERMS UNDER THE SAME RATES, TERMS AND CONDITIONS.

6. HIDALGO COUNTY RESERVES THE RIGHT TO CONTINUE THIS QUOTE FOR AN ADDITIONAL SIXTY (60) DAY GRACE PERIOD AT THE END OF THE CONTRACT TERM FOR UNFORSEEN DELAY IN AWARD OF NEW QUOTE FOR NEXT CONTRACT TERM.

7. VENDOR SHALL HAVE BEEN IN BUSINESS (IN THIS FIELD) FOR A MINIMUM OF FIVE (5) YEARS.

8. A LIST OF A MINIMUM OF FIVE (5) CURRENT REFERENCES MUST BE SUBMITTED WITH YOUR QUOTE. INFORMATION SHOULD INCLUDE, BUT NOT LIMITED TO THE FOLLOWING:

a). CONTACT PERSON
b). PHONE NUMBER

10. THE SUCCESSFUL PARTICIPANT WILL MAINTAIN ALL INSURANCES AND ITS LIMITS THROUGH OUT THE CONTRACT TERM, AS DESCRIBED AND LISTED IN: EXHIBIT "C" INSURANCE REQUIREMENTS.

11. IF AT ANY TIME IT APPEARS THAT HIDALGO COUNTY WILL EXCEED $25,000.00 WITHIN THE FISCAL YEAR, ALL SERVICES WILL BE SUSPENDED UNTIL A CONTRACT IS OBTAINED THROUGH THE HIDALGO COUNTY BIDDING PROCESS.

14. IF UNABLE TO QUOTE, PLEASE ADVISE AT ONCE AND FAX BACK **(NO QUOTE)**.

EXHIBIT "B"
VENDOR'S BID

EXHIBIT "B"

HIDALGO COUNTY SHERIFF'S OFFICE - "STEAM CLEAN EXHAUST VENTILATION AND SERVICE THE AUTOMATIC FIRE SUPPRESSION SYSTEM"

RFSQ NO: 07-456-12-11-ROL

BID PAGE

A. Steam Clean Exhaust Ventilation System

1. Total for two (2) service $ 2700.00

B. Service the Automatic Fire Suppression System

2. Total for two (2) service $ 470.00

#6.00 9-volt battery
#8.50 per link
#5.50 breakrod
#2.00 Rubber blow-off caps.

VENDOR COMPANY NAME: Argus Security Systems

ADDRESS: 314 Ash. Ave.

CITY/STATE/ZIP CODE: McAllen Tx 78501

PHONE NUMBER: (956) 682-6344 ext. 236

CELLULAR & PAGER NUMBERS: (956) 874-4050

AUTHORIZED SIGNATURE: [signature]

PRINTED NAME: Rene DeLeon

TITLE: Suppression Supervisor

DATE: 12/7/07

EXHIBIT "C"
INSURANCE REQUIREMENTS

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/15/2008

PRODUCER (415)874-7100 FAX: (415)874-7199
Equity Risk Partners, Inc.
License No. 0D21146
101 Montgomery Street, 14th Fl
San Francisco CA 94104

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
Alarm Security Group, LLC; DBA: ASG Security
Argus Security Systems; ASG Monitoring, LLC.
12301 Kiln Court
Beltsville MD 20705

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Everest Indemnity Ins.	
INSURER B: Hartford Fire Ins. Co.	19682
INSURER C: Arch Specialty Ins. Co.	21199
INSURER D: American Home Assurance	19380
INSURER E:	

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC	51GL000997071	7/18/2007	7/18/2008	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 50,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B		AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS	57UENUL6727	7/18/2007	7/18/2008	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
		GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
C		EXCESS/UMBRELLA LIABILITY X OCCUR CLAIMS MADE DEDUCTIBLE X RETENTION $ 10,000	ULP000861502	7/18/2007	7/18/2008	EACH OCCURRENCE AGGREGATE	$ 15,000,000 $ 15,000,000 $ $ $
D		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	3425582	7/18/2007	7/18/2008	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
		OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
Hidalgo County is listed as an additional insured per attached Form CG20101001.

CERTIFICATE HOLDER

Hidalgo County
2802 So. Bus. Hwy. 281
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Tony Marcon/PADILL

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IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

AI-6992 **18.K.1.**

Steam Clean Exhaust and Servicing the Automatic Fire Suppression System

CC REGULAR

Date: 12/18/2007
Submitted By: Roli Flores, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Sheriff's Office

Information

CAPTION

Requesting authority to award (from solicited sealed quotes) and approval of contract for "Steam Clean Exhaust and Servicing the Automatic Fire Suppression System" to sole quote meeting all specification and/or requirements for a one (1) term but in no event to exceed the statutory bid limit of $25,000.00.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2007 **ACCT. #:** 7-1100-423-21-280-002-0-431
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Available balance is $8,893.82 as of 12/13/07. Original budget in 2007 was $80,000.00 (presume similar funding in 2008).

Attachments

Link: back up

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	12/13/2007 08:50 AM	APRV
2	Budget & Management	Dina Trevino	12/13/2007 08:59 AM	APRV
3	Dale Kennan	Dale Kennan	12/13/2007 11:22 AM	APRV
4	Auditor's Office	Arcilia Duran	12/14/2007 03:54 PM	APRV
5	Court Administrator	Monica Badillo	12/14/2007 04:18 PM	APRV

Form Started By: Roli Flores Started On: 12/11/2007 09:05 AM
Final Approval Date: 12/14/2007

PURCHASING DEPARTMENT
County Of Hidalgo

January 11,2008

E-08-064-01-22

David Mitrani, Sales Representative
Lone Star Uniforms, Inc..
8430 North Sam Houston Parkway W
Houston, Texas 77064

Via Fax (832) 237-8008

Re: *Extension of Contract No. E-06-455-12-19-Hidalgo County-Bullet Proof Vests (Armor)*

Dear Mr. Mitrani:

Commissioners' Court will take applicable action (Tuesday, January 22, 2008) in connection with the Hidalgo County's option to extend/renew for the **(second year) of the two (2) one (1) year extension** as stated in the current contract in place under the same rates, terms and conditions.

Please acknowledge receipt of this notice of extension by signing below and returning to the Purchasing Department by no later than, Tuesday, January 15,2008, 12:00 p.m., via facsimile to (956) 956-318-2629.

By: _____ Date: 1/11/2008

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

Sincerely,

Leticia H. Saenz, CPPB/Contracts Manager
Hidalgo County Purchasing Department

xc: file

faxed 1/11/08 5:40 pm MA

AI-7470 **31.A.0.**

Hidalgo County-Extension-Lone Star Uniforms-E-06-455-12-19

CC REGULAR

Date: 01/22/2008
Submitted By: Letty Saenz, PURCHASING DEPT.
Submitted For: Letty Saenz
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Hidalgo County

Information

CAPTION

Requesting authority to exercise the (second year) of the two (2) additional one (1) year extension as provided in current contract for "Bullet Proof Vests (Armor)" for Hidalgo County, under the same rates, terms and conditions with Lone Star Uniforms, Inc.

BACKGROUND

Letter of Extension

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1100-421-00-280-0-010-611
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:

FISCAL YEAR: 2008 **ACCT. #:** 8-1100-421-00-290-0-010-611
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:

Attachments

Link: Hidalgo County-Extension-Lone Star Uniforms-E-06-455-12-19

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
	(Originator)	Letty Saenz	01/11/2008 02:24 PM	CREATED
1	Purchasing Department			NEW
2	Budget & Management			
3	Auditor's Office			
4	Court Administrator			

Form Started By: Letty Saenz Started On: 01/11/2008 02:24 PM

REQUIREMENTS AGREEMENT
C-06-013-01-17

THIS AGREEMENT (the "Agreement") is entered into effective as of **January 17, 2006** by and between **Lone Star Uniforms, Inc.,** a Texas Corporation, ("Seller") and **Hidalgo County** ("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements of **Hidalgo County - "Bulletproof Vests (Armor)"** [commodity], as further described in Exhibit "A" which is attached hereto and incorporated herein by reference for all purposes (the "Products") for a period commencing **January 17, 2006** to **December 31, 2006** with the County's option to renew two (2) additional one (1) year term based on the prior year's performance evaluation and contingent upon cost remaining unchanged and;

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

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

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

1. Buyer agrees to purchase from Seller, and Seller agrees to sell to Buyer, all of the Products that Buyer may require for use by Buyer in **"Bulletproof Vests (Armor)"** in the areas of **Hidalgo County** projects for a period commencing **January 17, 2006** to **December 31, 2006** with the County's option to renew two (2) additional one (1) year term based on the prior year's performance evaluation and contingent upon cost remaining unchanged; and/or sixty (60) day grace period extension at the end of the contract for unforseen delays on subsequent contract, and it is agreed that the Products will meet the specifications set forth in Exhibit "A" hereto.

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

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

4. County and Seller agree that either party may terminate this contract upon thirty (30) days written notice at any time for any reason or no reason at all.

5. General Provisions.

a. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or

administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

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

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

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

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

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

If to Seller:
Lone Star Uniforms, Inc.
Attention: David Mitrani
8430 N. Sam Houston Parkway W.
Houston, Texas 77064

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

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

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

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

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

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

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

l. **Commitment of Current Revenues Only**. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon sixty (60) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. § 271.903 (Vernon Supp. 1996).

m. **Insurance.** Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

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

(1) It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of Hidalgo County, or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an officer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advise, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling,

determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor pending before any department or agency of Hidalgo County.

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

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

APPROVED BY COMMISSIONERS COURT ON, JANUARY 17 , 2006.

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

By _____

HIDALGO COUNTY

By: _____
Ramon Garcia, County Judge

ATTEST:

_____
Eddy Trevino, Hidalgo County Clerk

Approved by Commissioners' Court
on 1-17-06 ah

COMPANY:

LONESTAR UNIFORMS, INC.

By: _____
Printed Name: Corine Fox
Title: President

EXHIBIT "A"
SPECIFICATIONS

EXHIBIT "A"

HIDALGO COUNTY
BULLETPROOF VESTS (ARMOR)
BID NO.: 06-013-01-04ROL

SPECIFICATIONS

Level II and IIIA BULLETPROOF VESTS (ARMOR)

1. SCOPE

Hidalgo County is looking to contract with a qualified vendor that meets or exceeds all specification, terms and conditions for the purchase on an **"As Needed Basis"** of Bulletproof Vests (Armor). The product specification details the style and quality of **concealable bulletproof vests** intended for use by male or female members. The vests shall be worn comfortably while being concealed under a shirt. All vests shall provide protection against labeled projectile penetration while reducing resultant blunt trauma and vest distortion to acceptable levels. The successful vendor shall be required to supply the individual vests with applicable options and colors as ordered for male or female personnel.

Bids based on body armor models made by manufacturers must be clearly identified as such, and bidders **must include** full product description, a complete bid sample, male and female or drawings and/or photographs and technical specifications.

Any bidder may be required, at any time during the procurement process, to provide documentation proving compliance with any or all the terms of this specification.

Only body armor models, which have been tested by the National Institute of Justice (NIJ) National Law Enforcement Technology Center (NLETC), and found to comply with the requirements of NIJ 2005 (effective 9-26-2005), Ballistic Resistance of Police Body Armor, for Type II and IIIA armor, shall be submitted under this specification, no exceptions.

Vests are not to contain Poly-P-Phenylene commonly known as PBO or Zylon.

2. APPLICABLE DOCUMENTS

The following list of standards and specifications in effect on the date of this solicitation shall form a part of this specification.

1. National Institute of Justice, Standard NIJ 2005 (effective 9-26-2005), Ballistic Resistance of Police Body Armor
2. MIL-STD-662F, V50 Ballistic Test For Armor
4. ASTM D 6193, Standard Practices for Stitches and Seams.
5. ANSI/ASQC - Q9000 Quality Standard, dated August 1, 1994

Requirements of this specification shall take precedence over the above referenced standards and specifications.

3. PURCHASE REQUIREMENTS

The successful bidder must be a recognized wholesaler/retailer, which maintains a convenient location for measurement, fitting and service during regular business hours Monday through Friday or have a sales representative **made available** to measure at each County department.

4. SPECIFIC QUANTITY

Hidalgo County has the right to determine quantity, if not otherwise specified in the procurement document. Of the total quantity purchased, both male and female products will be represented. The department retains the right to adjust the total quantities, while maintaining the accepted bid price, without notification to vendor. The term of the contract, including extensions, and/or escalation clauses, shall be stated in the bid document.

5. DESIGN REQUIREMENTS

The Intended use of the bulletproof vests (armor) detailed herein is intended to be standard issue armor. It is intended for routine daily wear as an **undergarment**.

The bulletproof vests (armor) shall be designed to provide:

1. Light and thin NIJ certified armor in Level II and IIIA.
2. A high degree of concealment and comfort.

3. Minimum restriction of motion or mobility.

4. Optional carriers to allow for laundering and color changes.

5. Provide resistance against the labeled projectiles in accordance with the NIJ 2005 (effective 9-26-2005).

6. GENERAL DESIGN

The ballistic panels of bulletproof vests (armor) meeting this specification shall provide thin, flexible, lightweight comfort utilizing high performance ballistic materials. The bulletproof vests (armor) shall be designed for regular daily wear as an undergarment. Therefore, vests shall be designed and constructed to provide (1) light and thin NIJ certified armor in Level II and IIIA, (2) durability, (3) ease of cleaning, (4) minimum restriction of motion or mobility, and (5) the greatest amount of ballistic coverage consistent with comfort and concealment.

The general configuration shall be the slipover vest type that covers the majority of the upper torso, including side coverage. Two Neoprene® elastic shoulder straps (equal or better) at the shoulders and four removable elastic straps with hook and pile fasteners shall provide proper positioning and comfort. The entire vest perimeter shall be curved. No sharp corners or straight edges shall be allowed.

The front ballistic panel shall cover the chest approximately up to the collar bone, have a scooped neck sufficient to maintain conceal ability when wearing an open collar shirt, extend downward to the waist but not far enough to "push up into the throat" when the wearer is seated, and extend around the sides to provide side protection. The biceps/chest region shall be cut with sufficient space to minimize irritation and restriction of arm movement during common duties such as the operation of motor vehicles.

The rear ballistic panel shall cover the back of the torso from just above the shoulder blades down to a position above the waist belt. In addition, unless otherwise stated, the maximum gap at each side shall be two inches.

Female models shall be designed specifically for the female torso and shall have allowances for bust configuration.

Panels shall be equipped with an integral shoulder-strap suspension system. The suspension system must provide direct support to the ballistic panels to keep them sagging and creasing at the bottom of the carrier.

Each piece of bulletproof vest (armor) shall include the following:

1. One (1) set of ballistic panels.
2. Integral shoulder strap suspension system
2. One (1) complete SS1 Super-Suede Micro-Fiber - Body Sensor™ comfort mesh washable carrier (equal or better).
3. One (1) Trauma Reduction inserts.

7. BALLISTIC PANEL MATERIALS

Vests are not to contain Poly-P-Phenylene commonly known as PBO or Zylon.

All materials shall be new, unused and without flaws that affect appearance, durability and function. No other ballistic material shall be used especially PBO or Zylon.

As the department has selected to exclude these materials, any bids, which represent products manufactured from other materials, shall be rejected.

8. PANEL CONSTRUCTION

All vests, which are submitted, shall represent armor, which in layer count, is uniform throughout the ballistic panel. Accordingly, any ballistic panel, which is not uniform, in layer count, throughout the entire ballistic package, shall be rejected.

It is the intent of Hidalgo County to procure the lightest weight, best performing personal armor available in relation to areal density, therefore, a vest section of 12" x 12" (one square foot), must not exceed 15.7 oz. (.98 lbs.) per square foot for NIJ level IIIA and 12" x 12" (one square foot), must not exceed 13.3 oz. (.83 lbs.) per square foot for NIJ level II.

9. BALLISTIC PANEL PERFORMANCE

V50 Performance

Each bidder shall submit V50 test reports for the vest being offered. The V50 test shall be performed in accordance with MIL-STD-662F using NIJ 2005 (effective 9-26-2005) test projectiles. The test must be performed by an independent laboratory approved by the National Institute of Justice (NIJ) National Law Enforcement Technology Center (NLETC) for testing in accordance with NIJ 2005 (effective 9-26-2005). The V 50 test shall be against clay backing. V 50 reports, which represent testing without clay backing, shall be rejected. Vendor shall provide written certification that all V 50 testing is accomplished with clay backing; failure to provide certification shall be cause for rejection.

Test reports submitted by the bidder shall reflect the following minimum test results for a **1.)** 15.7 oz. (.98 lbs.) and **2.)** 13.3 oz. (.83 lbs.) per square foot test sample.

1.) Bullet	9mm **1648 fps**
2.) Bullet	9mm **1643 fps**

Bid submissions, which do not include required V50 reports shall be rejected.

Trauma Performance (BFS)

Blunt trauma reduction is an important aspect of armor design. Low back face signature (BFS) should result in reduced blunt trauma injury. Therefore, the back face signature (BFS) results of the NIJ 2005 (effective 9-26-2005) certification test reports shall reflect BFS no higher than:

Level II

Bullet	*9mm*	*357 Mag.*
Male avg. wet testing	**30 mm**	**37 mm**

Level IIIA

Bullet	*9mm*	*44 Mag.*
Male avg. wet testing	**33 mm**	**41 mm**

Bid submissions, which do not meet this requirement, will be rejected.

10. LABELING

Label material shall withstand normal wear and cleaning and remain readable during the entire warranted life of the armor or carrier.

All bulletproof vests (armor) shall be labeled in strict adherence to the labeling requirement set forth in NIJ 2005 (effective 9-26-2005). The ballistic panel labeling shall include, but not be limited to the following:

1. Name of Manufacture
2. Level of Protection
3. NIJ 2005 (effective 9-26-2005)
4. Date of Manufacture
5. Size
6. Serial Number
7. Model of Vest
8. Care Instructions

11. BALLISTIC PANEL COVER MATERIAL

Each ballistic panel shall be covered in 100% 200 denier, type 6.6 nylon treated for fabric protection and water repellency with a minimum pick count of 60 X 50 and a nominal weight of 3 oz. Per Sq. Yard. The material shall have no visible fabric or color flaws.

12. VEST OUTER CARRIER MATERIAL

Removable Carrier- Super-Suede Micro-Fiber with Body Sensor™ comfort Mesh

The outer machine washable carrier shall be removable from the ballistic panels for laundering and shall consist of Body Sensor™(equal or better) comfort mesh on the body side and Super-Suede Micro-Fiber(equal or better) on the exterior. The body side shall be manufactured from 100% Body Sensor™(equal or better) comfort mesh. The percent of moisture regain must be less than 1% into fiber and must have high moisture transport properties. Fabric must be capable of releasing moisture without absorption, allowing for higher evaporative cooling and faster drying taking place, resulting in a less clammy feel to wearer. Moisture transmitted must not inhibit breath ability.

Carrier shall be manufactured from a dimensionally stable first quality material with less than 5% shrinkage. The outer side of the carrier shall be manufactured from first quality Super-Suede Micro-Fiber (equal or better), and have a Soil Resistant Finish (SRF). All fabrics shall have no visible fabric or color flaws.

This purchase description document establishes the design, fabrication, quality assurance, and delivery requirements for bullet-resistant garments. It describes a lightweight, small-arms protective undergarment having removable front and back torso bullet-resistant inserts.

Configuration

Carrier

Male

The overall design of the vest shall be a modified undershirt type. The vest shall be of a slipover construction and shall be adjustable in the chest, waist, and shoulders. The vest shall be in two (2) parts: an outershell (carrier) and snug-fitting inserts comprising the bullet-resistant component (ballistic panel). The ballistic component must be removable to enable laundering of the outershell (carrier). The neck cutout shall be relieved so that the vest is not visible at the open throat of the uniform shirt on a standing officer when the collar is unbuttoned and without a tie. The vest shall be sufficiently relieved in the arm opening so as not to restrict the officer's movements when driving a car or in the combat-pistol firing stance with a two-hand grip. Relief under the arms shall be such that the vest does not ride up and chafe the wearer under the arms. The bulletproof vest (armor) shall provide front, back and side protection.

Female

In addition to 2.1.1, ballistic carriers must be designed to contain ballistic components which have allowances for bust configuration. Female vests which do not have allowances for bust configuration shall be disqualified.

On both male and female outershells the following additions shall be provided: Front Panel shell have an opening at each shoulder to allow a two (2) inch wide Neoprene strap attached to the front ballistic panel to pass through. The receiver deck at the shoulder will be stitched completely through the ballistic panel. Rear panel shell shall have an opening at each shoulder to allow a two (2) inch wide elastic strap attached to the rear ballistic panel to pass through. The receiver deck at the shoulder will be stitched completely through the ballistic panel. At each side edge, the rear outershell will be attached by a 4" wide strap to connect in the front of the wearer. After the cummerbund is attached to the wearer, the front panel is attached to the rear panel by means of the side strapping system.

Steel Trauma Insert

Each vest will include a 5" x 8" (size permitting) steel trauma insert. The insert shall be completely encapsulated both front and back, with a protective covering. There shall be a pouch for insertion of the trauma insert on the ballistic panel covering (space permitting).

Vest Suspension

The vest shall incorporate a strapping system that will keep ballistic panels from sagging inside of the outershell. This strapping will also aide in keeping the ballistic panels in position after a ballistic impact.

The vest shall be sewn in such a manner to assimilate torso contours.
The rear outershell shall contain an elastic belt with hook and loop fasteners that securely position the rear panel independent of the front panel.

The shoulder strapping fasteners shall be neoprene construction and easily removable and replaceable.

Stabilization Loop

A stabilization loop shall be stitched to the front ballistic panel extending through the outershell. The stabilization loop is comprised of tubular elastic cord and attaches around the trouser button to ensure the ballistic panels remain in place during all types of motion.

Sizes

Vests are to be fitted to the individual wearer in accordance with generally accepted sizing practices. Measurements shall be taken at locations to be advised by Hidalgo County on an **As Needed Basis**.

Size, Identification & Instruction Label

Each ballistic panel and carrier shall be labeled in accordance with the requirements of NIJ 2005 (effective 9-26-2005).

Non-Ballistic Materials

All materials shall be as specified herein:

Ballistic Covering - Nylon

Each ballistic panel shall be covered in 100% 200 denier, type 6.6 nylon fabric protection and water repellency with a minimal pick count of 60 x 50, and a nominal weight of 3 oz. per square yard, The material shall have no visible fabric or color flaws.

Vest Outer Carrier Material

The outer carrier shall be removable from the ballistic panels for laundering and shall consist of Body Sensor™(equal or better) comfort mesh on the body side and Super-Suede Micro-Fiber polyester fabric(equal or better) on the exterior. The body side shall be manufactured from 100% Body Sensor™(equal or better) comfort mesh.

The percent of moisture regain must be less than 1% into fiber and must have high moisture transport properties. Fabric must be capable of releasing moisture without absorption, allowing for higher evaporative cooling and faster drying taking place, resulting in a less clammy feel to wearer. Moisture transmitted must not inhibit breath ability.

The carrier shall be manufactured from a dimensionally stable first quality material with less than 5% shrinkage. The outer side of the carrier shall be manufactured from first quality 100% 150-denier polyester micro-fiber with a minimum pick count of 100 X 78 and a nominal weight of .63 oz. per square foot. In addition, the micro-fabric shall have an air permeability rate of no less than 12.8 cfm. All fabrics shall have no visible fabric or color flaws.

Elastic

The elastic for the side closure straps shall be approximately two (2) inches wide and of good commercial quality. Color shall be similar to outershell.

13. SERIAL NUMBERS

Each bulletproof vest (armor) delivered shall have an individual serial number. Each serialized bulletproof vest (armor) shall be traceable to its original ballistic material lot number and ballistic material mill roll number. Additionally the bulletproof vest (armor) serial number shall be traceable to an incoming material lot test and ballistic panel lay-up lot test.

14. LOT TESTING

All incoming ballistic material shall undergo V50 ballistic lot test in accordance with MIL-STD-662F except that the test will be conducted on a clay backing which meets the requirements of NIJ 2005 (effective 9-26-2005) for backing material.

15. MEASUREMENTS AND FITTING:

Custom Measuring
Unless otherwise stated, individual measurements will be taken of each user. Each delivered vest shall fit in accordance with the following guidelines:

1. The side edges of the front and back ballistic panels shall be fit for within a two-inch (2") gap between panels during the initial custom fitting.

2. The bottom edge of the front ballistic panel shall be within inch (1") of the highest waist belt (usually the duty belt) measurement when the wearer is in a relaxed seated position.

3. The bottom edge of the back panel shall be within one-inch (1") of the highest waist belt (usually the duty belt) measurement when the wearer is in the standing position.

Female sizes are determined based on individual measurements, including bust size.

16. FIT AND ALTERATION POLICY
The awarded bidder shall perform all required alterations of more than one inch within 30 days after original shipment of the product at no charge to the County. Adjustments of an inch or less than an inch can be accomplished by utilizing the adjustable strap feature on the vest.

17. PRE-AWARD TESTING POLICY

Bid submissions that appear to conform to these specifications will be considered as prospective vendors. However, the County reserves the right to perform laboratory testing on armor submitted to verify strict compliance with these specifications. The County may perform V_{50} Ballistic Limit Testing in strict accordance with MIL-STD-662F.

The sample size shall be size 46/48 or larger for male vest and size 42/44 or larger for female vest. Vest samples shall be **new and in unused condition** for acceptance testing.

18. PACKAGING

All bulletproof vests (armor) shall be packaged and shipped consistent with good commercial practices.
Shipping Cartons: The bulletproof vests (armor) shall be packed into suitable corrugated cardboard box. The box shall allow for normal shipping without damage to the soft body armor.

19. DOCUMENTATION

The following documents, certifications, test-reports and samples must be included with the vendor's bid. Failure to submit the following shall be cause for rejection:

1. Models made by manufacturers must be clearly identified and shall include the following:
   a. Full product description.
   b. Complete bid sample, male and female.
   c. Drawings and/or photographs.
   d. Technical specifications.

3. NIJ 2005 (effective 9-26-2005) Certification and test reports from an accredited laboratory for the vest being certified.

4. V50 test reports performed in accordance with MIL-STD-662F. V50 testing must be accomplished with clay backing.

   a. V50 test reports must be submitted for the ballistic package.

   b. V50 test reports must be submitted for incoming materials, which are utilized in the ballistic package.

5. Quality Control Procedures.

   a. Incoming materials
   b. Lay-up configuration
   c. In-process configuration
   d. Testing verification
   e. Inspection of ballistic panel stitching
   f. Random final product inspection and continuous in-process surveillance
   g. Quality Assurance training and indoctrination

7. Documentation stating a 5-year ballistic package warranty.

8. Documentation stating a 24-month outer-shell cover warranty.

Technical Specifications Level II

Bulletproof vests (armor) (equal or better)

Ballistic Material	Woven Aramid – Aramid UD (equal or better)
NIJ Level	II
Weight	13.2 Oz. / .83 lbs. Sq. Ft.
Thinness	.170 inches
V50 9mm	1643 fps
Certification BFS Avg. - 9mm	30 mm
Certification BFS Avg. – 357 Mag.	37 mm

Technical Specifications Level IIIA

Bulletproof vest (armor) (equal or better)

Ballistic Material	Woven Aramid – Aramid UD (equal or better)
NIJ Level	IIIA
Weight	15.7 Oz. / .98 lbs. Sq. Ft.
Thinness	.260 inches
V50 9mm	1648 fps
Certification BFS Avg. - 9mm	33 mm
Certification BFS Avg. – 44 Mag.	41 mm

TERMS AND CONDITIONS

1. THE INITIAL TERM OF THIS CONTRACT WILL BE FOR A PERIOD COMMENCING UPON APPROVAL OF COMMISSONER'S COURT THRU DECEMBER 31, 2005 WITH THE COUNTY'S OPTION TO EXTEND THE CONTRACT FOR TWO (2) ADDITIONAL ONE (1) YEAR TERMS BASED ON PRIOR YEAR'S PERFORMANCE EVALUATION AND UNDER THE SAME RATES, TERMS AND CONDITIONS.

2. HIDALGO COUNTY RESERVES THE RIGHT TO SEEK PURCHASES FOR **"BULLETPROOF VESTS (ARMOR)"**FROM STATE CONTRACTS WHENEVER IT IS IN THE BEST INTREST TO DO SO.

3. HIDALGO COUNTY RESERVES THE RIGHT TO CONTINUE THIS BID FOR AN ADDITIONAL SIXTY (60) DAYS GRACE PERIOD AT THE END OF THE CONTRACT TERM FOR UNFORSEEN DELAY IN AWARD OF NEW BID FOR NEXT CONTRACT TERM.

4. THE INSURANCE REQUIREMENTS FOR THIS PROJECT IS GENERAL LIABILITY AND AUTOMOTIVE INSURANCE WORKERS COMPENSATION WILL BE REQUIRED IF THE BIDDER WILL BE UTILIZING COMPANY OWNED DELIVERY TRUCK (S) FOR DELIVERY. (REFER TO EXHIBIT "C" FOR LIMITS).

5. THE CONTRACT FOR THIS PROJECT WILL BE USED BY ANY HIDALGO COUNTY LAW ENFORCEMENT ENTITY.

6. ALL PURCHASES OF BULLETPROOF VEST (ARMOR) WILL BE ON "**AN AS NEEDED BASIS**" ONLY. THERE IS **NO GUARANTEE** ON PURCHASING VOLUME.

7. AWARDED VENDOR WILL DELIVER THE BULLETPROOF VESTS (ARMOR) WITHIN THIRTY (30) TO SIXTY (60) DAYS FROM ORDERS BEING PLACED.

ADDITIONAL INSTRUCTIONS, REQUIREMENTS, SPECIFICATIONS AND INFORMATION:

8. THE AWARDED VENDOR WILL HAVE A REPRESENTATIVE MADE AVAILABLE TO MEASURE ANY AND/OR ALL PARTICIPATING COUNTY DEPARTMENTS.

9. BIDDER WILL MAKE AVAILABLE A SAMPLE OF THE BULLETPROOF VEST (ARMOR) BEING PROPOSED MUST BE SUBMITTED AT NO CHARGE TO THE COUNTY WITH THE BID FOR REVIEW AND INSPECTION BY THE HIDALGO COUNTY. ARRAGMENTS WILL BE MADE WITH THE VENDOR TO RETURN ALL BULLETPROOF VESTS (ARMOR) AT NO CHARGE TO THE COUNTY.

10. ALL BID PRICES FOR ITEMS SHALL TAKE INTO CONSIDERATION SHIPPING AND HANDELING COSTS (ALL EXTRA CHARGES), ON BULLETPROOF VESTS (ARMOR) AND ANY OTHER ITEMS MENTIONED IN THE SPECIFICATIONS AS PART OF THE FIXED ITEM PRICE.

HIDALGO COUNTY IS REQUESTING THAT ANY AND ALL QUESTIONS, INQUIRIES, AND CLARIFICATIONS REGARDING QUOTES, BIDS, PROPOSALS, OR STATEMENTS OF QUALIFICATIONS BE ADDRESSED TO, MARTHA L. SALAZAR CPPB, PURCHASING AGENT, 100 E CANO ST. 4th FLOOR, EDINBURG, TEXAS 78539. **TELEPHONE CALLS WILL NOT BE ACCEPTED.**

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, Wednesday, December 28, 2005, 5:00 P.M. Responses to said inquiries will be sent to all applicants via facsimile by no later than 5:00 P.M., **Friday, December 30, 2005.**

EXHIBIT "B"
VENDOR'S BID PRICE

EXHIBIT "B"

HIDALGO COUNTY
"BULLETPROOF VESTS (ARMOR)"
BID NO. 06-013-01-04ROL

LONESTAR UNIFORMS, INC.
8430 N. SAM HOUSTON PARKWAY W.
HOUSTON, TX 77064

BID PAGE

	BID PRICE
1. LEVEL II VEST (MEN)	SM TO XL $ 415.00
	2XL TO 6XL $ 450.00
2. LEVEL II VESTS (WOMEN)	SM TO XL $ 415.00 2XL TO 6XL $ 450.00
3. LEVEL IIIA VESTS (MEN)	SM TO XL $ 475.00 2XL TO 6XL $ 520.00
4. LEVEL IIIA VESTS (WOMEN)	SM TO XL $ 475.00 2XL TO 6XL $ 520.00

NOTE: THE BID PRICE SHOULD INCLUDE ALL FEES .

BIDDER/COMPANY NAME: _____

ADDRESS: LONESTAR UNIFORMS, INC. 8430 N. SAM HOUSTON PARKWAY W.

CITY/STATE/ZIP CODE: HOUSTON, TX 77064

PHONE #: (832) 237-8000 **FAX NO.:** (832) 237-8000

AUTHORIZED SIGNATURE: _____

PRINTED NAME: DAVID MITRANI

TITLE: Sales Rep.

+134

FILED
10:01 O'CLOCK AM
JAN - 4 2006
EDDY TREVINO, COUNTY CLERK
HIDALGO COUNTY, TEXAS
BY _____ DEPUTY

LONESTAR UNIFORMS, INC.
8430 N. SAM HOUSTON PARKWAY W.
HOUSTON, TX 77064

NOTE: Samples of Vest Being Sent Seperately

EXHIBIT "C"
INSURANCE REQUIREMENTS

ACORD - CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY): 3/3/2008

PRODUCER
GWEN FOSTER AGENCY
1842 SNAKE RIVER ROAD STE A
KATY, TX 77449
(281)206-2332

INSURED
LONE STAR UNIFORM, INC.
VERNON AND CORINE FOX
PO BOX 692304
HOUSTON, TX 77269

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURER A: DARECO SELECT INSURANCE CO
INSURER B: HARTFORD INSURANCE CO
INSURER C:
INSURER D:
INSURER E:

COVERAGES

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS MADE / X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / PRO-JECT / LOC	01CE15808510-08	03/26/08	03/26/09	EACH OCCURRENCE FIRE DAMAGE (Any one fire) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000 $ 500,000 $ 1,000 $1,000,000 $2,000,000 $1,000,000
A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	01CE15808510-08	03/26/08	03/26/09	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000 $ $ $
	GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC / AGG	$ $ $
	EXCESS LIABILITY OCCUR / CLAIMS MADE DEDUCTIBLE RETENTION $				EACH OCCURRENCE AGGREGATE	$ $ $ $ $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	61WEQKU5485	03/26/08	03/26/09	X WC STATU-TORY LIMITS / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$500,000 $500,000 $500,000
	OTHER					

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

CERTIFICATE HOLDER is NAMED AS ADDITIONAL INSURED.

CERTIFICATE HOLDER

HIDALGO COUNTY
100 E. CANO ST., 4TH FLOOR
EDINBURG, TX 78539

ADDITIONAL INSURED; INSURER LETTER:

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Rene Gage

ACORD 25-S (7/97)

© ACORD CORPORATION 1988

ATTN: LETTY
956-292-7612

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PURCHASING DEPARTMENT
County Of Hidalgo

December 10, 2008

Via Fax (832) 237-8008

David Mitrani, Sales Representative
LONE STAR UNIFORMS, INC.
8430 North Sam Houston Parkway W
Houston, Texas 77064

Re: ***Sixty Day Extension –E-08-064-01-22-Hidalgo County-Bullet Proof Vests (Armor)***

Commissioners' Court will take applicable action (Tuesday, December 16, 2008) in connection with the Hidalgo County's option to exercise the **sixty (60) day grace period** for the current contract in place while procurement process is completed. **(Commencing, January 1, 2009 - Expiring, March 31, 2009)** or **(upon completion of the procurement process which ever comes first)** under the same rate, term and conditions.

Please acknowledge receipt of this notice of extension by signing below and returning to the Purchasing Department by no later than, Wednesday, December 11, 2008, 10:00 am., attn: Leticia Saenz, Contracts Mgr., to fax no. (956) 318-2629 or via email leticia.saenz@co.hidalgo.tx.us .

By: _____ Date: 12/11/08
David Mitrani, Sales Representative
Lone Star Uniforms, Inc.

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 292-7000 ext. 4861. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,

Leticia H. Saenz, CPPB/Contracts Manager
Hidalgo County Purchasing Department

xc: File

AI-12709 **21.I.5.**

Maintenance & Repairs of Kitchen Equipment and Appliances

CC REGULAR

Date:	12/16/2008
Submitted By:	Elena Gomez, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department
Purchasing only:	Sheriff's Office

Information

CAPTION

Requesting award of sole sealed quote received (meeting all specifications/requirements) and approval of contract for project #08-342-12-16: "Maintenance & Repairs of Kitchen Equipment and Appliances" for the Sheriff's Office but in not event to exceed $25,000.00 as detailed in the Request for Sealed Quote Packet (RFSQ).

BACKGROUND

Commencing on January 1, 2009 for one (1) year (on a as needed basis) with County's option to extend/renew for an additional one (1) year under the same rates, terms and conditions.

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1100-421-00-280-001-0-432

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

BUDGETARY IMPACT:

$14,454.70 available balance as of 12/11/08.

Attachments

Link: Maintenance & Repairs of Kitchen Equipment & Appliances @ Jail

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	12/11/2008 12:00 PM	APRV
2	Budget & Management	Veronica Lopez	12/11/2008 02:50 PM	APRV
3	Rey Salazar	Rey Salazar	12/11/2008 05:09 PM	APRV
4	Auditor's Office	Linda Fong	12/12/2008 01:18 PM	APRV

Form Started By: Elena Gomez Started On: 12/09/2008 01:35 PM

Final Approval Date: 12/12/2008

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-08-342-12-16

THIS CONTRACT is made and entered into this 1st day of **January, 2009** by and between the **County of Hidalgo, Texas** ("County"), and **ITW Food Equipment Group LLC d/b/a Hobart Service** an Ohio Corporation. ("Company").

WHEREAS, Company responded to notices of Request for Sealed Quotes (RFSQ) for **"Maintenance & Repairs of Kitchen Equipment and Appliances" (on an as needed basis)** (the "Services"); and

WHEREAS, Company submitted through Request for Sealed Quotes (RFSQ) to provide services in accordance with the specifications as sealed quotes, a copy of such specifications and sealed quotes 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 Request for Sealed Quotes (RFSQ) 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 within the **Hidalgo County Sheriff's Office**. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the services in accordance with the Specifications within **Hidalgo County** following a request for Services by the **Hidalgo County Sheriff's Office** or its 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 of **one (1) year (on an as needed basis)** but in no event to exceed the $25,000.00 statutory bid limit (per calendar year), with the County's sole option to renew/extend for an additional one (1) year term. County also reserves the right to continue this Request for Sealed Quotes (RFSQ) for an additional sixty (60) day Grace Period, under the same rates terms and conditions.

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 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 employment of Company who operate such 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 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:

to County: **The County of Hidalgo**
Attn: County Judge
100 E. Cano, 2nd Floor
Edinburg, Texas 78539

If to Company

Carl Howe, Branch Manager
ITW Food Equipment Group LLC.
d/b/a HOBART SERVICE
1200 East Hackberry, Suite C
McAllen, Texas 78501

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 AS TO FORM:
Atlas & Hall, LLP

By: _____
Stephen L. Crain, Attorney

COUNTY OF HIDALGO

ATTEST:

By:_____
Juan D. Salinas, III, County Judge

_____
Arturo Guajardo, Jr., County Clerk

COMPANY: ITW Food Equipment Group LLC d/b/a HOBART SERVICE

By:_____

Printed Name: Carl Howe

Title: Branch Manager

EXHIBIT "A"
SPECIFICATIONS

EXHIBIT "A"

HIDALGO COUNTY SHERIFF'S OFFICE
"MAINTENANCE & REPAIRS OF KITCHEN EQUIPMENT & APPLIANCES @ JAIL"
RFSQ No. 08-342-10-29-MEG
RFSQ: Opening Date: OCTOBER 29, 2008 at 9:30 A.M.

SPECIFICATIONS, REQUIREMENTS AND OTHER TERMS & CONDITIONS

1. REPAIR SERVICE: All services will be performed upon request of County by the awarded vendor(s) during normal business days and hours (unless approved by Sheriff's Office).

2. REPLACEMENT PARTS: All replacement parts will be provided pursuant to the term contract.

3. SERVICE CALLS: All service call will have a response within twelve (12) hours.

4. All services will be done on an **"As Needed Basis".**

5. Awarded vendor(s) should propose price for a period of one (1) year commencing upon termination upon current contract with the County's option to extend for an additional year but in no event to exceed the $25,000.00 (per year) statutory bid limit.

6. Hidalgo County reserves the right to continue this quote for an additional sixty (60) day grace period, under the same rates, terms and conditions at the end of the contract term for unforeseen delays in award of new quote for the next contract term.

7. Hidalgo County reserves the right to reject any/all quotes, to waive any/all formalities or technicalities, or to accept the quote considered the best and most advantageous to the County.

8. Hidalgo County reserves the right to award to **one or multiple vendors** whichever is in the best interest of the County.

9. Any contract awarded to a successful awarded vendor(s) will be in effect until (a) the contract expires (b) delivery and acceptance of products and/or performance of service ordered, or (c) terminated by County with thirty (30) day's written notice prior to cancellation.

10. Hidalgo County reserves the right to award canceled contract to next lowest awarded vendor(s) as it deems to be in the best interest of the County.

11. The successful awarded vendor will submit and maintain General Liability, Auto Liability and Workers Compensation insurance and its limits through out the contract term, as described and listed in: Exhibit "C" Insurance Requirements.

12. 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.

13. Vendor will make arrangements with the Hidalgo County Purchasing Department to view and inspect equipment prior to submitting quote (if necessary).

14. **Market Volatility and Unit Price Adjustments**:

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

1) **Requesting Price Adjustment**: Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.

   - A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.
   - The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
   - The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
   - No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
   - The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

2) **Price Reduction**: Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

3) **Timeframe for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

4) **Allowable Review Periods**: Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

5) **Dollar Limit to Price Changes**: The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

ADDITIONAL INFORMATION:

Hidalgo County is requesting that any and all questions, inquiries and clarifications regarding quotes, bids, proposals or statements of qualifications be addressed to, Elena Gomez Buyer, Physical: 2802 S. Business Hwy. 281 Postal/Mailing: 2812 S. Business Hwy. 281, New Administration Building, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, Wednesday, October 22, 2008 by 5:00 P.M. Responses to said inquiries will be sent to all applicants via facsimile by no later than, Friday, October 24, 2008 by 5:00 p.m.

EXHIBIT "A"

EQUIPMENT TO BE COVERED UNDER SERVICE AGREEMENT

MODEL	DESCRIPTION	SERIAL #
VGL40-SEFACD	KETTLE, ML52992-SFACD	AP1034003
VGL40-SEFACD	KETTLE, ML52992-SFACD	AP1034004
G40TB-SEFACS	BRAISING PAN, ML52351	AP1034006
G40TB-SEFACS	BRAISING PAN, ML52351	AP1034007
SG4D-SEFBAD	VULCAN GAS CONVECTION	481396552
SG4D-SEFBAD	VULCAN GAS CONVECTION	481396553
SG4D-SEFBAD	VULCAN GAS CONVECTION	481396554
SG4D-SEFBAD	VULCAN GAS CONVECTION	481396555
SG4D-SEFBAD	VULCAN GAS CONVECTION	481396556
SG4D-SEFBAD	VULCAN GAS CONVECTION	481396557
SG4D-SEFBAD	VULCAN GAS CONVECTION	481396558
SG4D-SEFBAD	VULCAN GAS CONVECTION	481396559
5GRS65F-SEFCAA	BATTERIED FRYERS W/F	481395770
GH45-SEFBEZ	FOUR OPEN TOP BURNER	481393515
60-SEFBAZ	MED DUTY GAS RANGE	481394777
VCE10F-SEFAAD	VULCAN ELE FULL SIZE	481398299
VCE10F-SEFAAD	VULCAN ELE FULL SIZE	481398300
FASSXLC-HOBART	20" TWIN SUPER CARBO	WT3817900C
972A-SEFBGE	GRIDDLE **OBSOLETE	601111063
SCT-763-STERO	SCT-768 STERO DISHWA	6924010-01
HEW-HOBART	HYDROBLEND HWB UNIT	WT3817900D
RW132W	1 SEC HOT BOX WIDE	058327-C
RW132W	1 SEC HOT BOX WIDE	058328-C
GT100E-SEFABL	STEAM KETTLE GT100E	271132435
84186	BUFFALO CHOPPER	561-146623
2612C	FOOD SLICER	146745/146747
14600C	MIXER BASE & PEDESTAL UNIT	311238438

EXHIBIT "B"

VENDOR'S SEALED QUOTES

HOBART
SERVICE

October, 27 2008

Elena Gomez
Buyer
Hidalgo County Sheriff's Office

Elena there are 3 pieces of equipment that I have discussed with Juan Tapia on the list that are not in condition to be covered under a service agreement due to excessive corrosion from water related issues:

1. VGL40-SEFACD Kettle, ML52992-SFACD Serial number AP1034004
2. G40TB-SEFACS Braising Pan, ML52351 Serial number AP-1034006
3. G40TB-SEFACS Braising Pan, ML52351 Serial number AP-1034007

These items are still operable and we can still do repairs on them but they will be charged repairs. It is unknown how long they will continue to function without major reconstruction. In the short term it is recommended that one of the Braising pans be replaced. I believe a quote was submitted a few months ago to purchase one.

If you have questions about this please don't hesitate to call me.

Sincerely,

Carl Howe
Branch Manager

McAllen, TX

HOBART
Proud supporter of you

1200 Hackberry suite C
McAllen, TX 78501

956 618-1817 office
888 4HOBART toll-free

956 618-1983 fax
www.hobartservice.com

"EXHIBIT B"
HIDALGO COUNTY SHERIFF'S OFFICE
"Maintenance & Repairs of Kitchen Equipment & Appliances @ Jail"
RFSQ No. 08-342-10-29-MEG

Quote Page

Vendor must thoroughly fill in each section of the Quote Page (Exhibit "B") if applicable **INCOMPLETE** submittals shall be considered a probable cause for disqualification.

MODEL	DESCRIPTION	SERIAL #	UNIT PRICE	TOTAL PRICE
VGL40-SEFACD	KETTLE, ML52992-SFACD	AP1034003	585.00	585.00
VGL40-SEFACD	KETTLE, ML52992-SFACD	AP1034004	Condem	—
G40TB-SEFACS	BRAISING PAN, ML52351	AP1034006	Condem	—
G40TB-SEFACS	BRAISING PAN, ML52351	AP1034007	Condem	—
SG4D-SEFBAD	VULCAN GAS CONVECTION	481396552	705.00	705.00
SG4D-SEFBAD	VULCAN GAS CONVECTION	481396553	705.00	705.00
SG4D-SEFBAD	VULCAN GAS CONVECTION	481396554	705.00	705.00
SG4D-SEFBAD	VULCAN GAS CONVECTION	481396555	705.00	705.00
SG4D-SEFBAD	VULCAN GAS CONVECTION	481396556	705.00	705.00
SG4D-SEFBAD	VULCAN GAS CONVECTION	481396557	705.00	705.00
SG4D-SEFBAD	VULCAN GAS CONVECTION	481396558	705.00	705.00
SG4D-SEFBAD	VULCAN GAS CONVECTION	481396559	705.00	705.00
5GRS65F-SEFCAA	BATTERIED FRYERS W/F	481395770	2525.00	2525.00
GH45-SEFBEZ	FOUR OPEN TOP BURNER	481393515	295.00	295.00
60-SEFBAZ	MED DUTY GAS RANGE	481394777	395.00	395.00
VCE10F-SEFAAD	VULCAN ELE FULL SIZE	481398299	2093.00	2093.00
VCE10F-SEFAAD	VULCAN ELE FULL SIZE	481398300	2093.00	2093.00
FASSXLC-HOBART	20" TWIN SUPER CARBO	WT3817900C	444.00	444.00
972A-SEFBGE	GRIDDLE **OBSOLETE	601111063	675.00	675.00
SCT-763-STERO	SCT-768 STERO DISHWA	6924010-01	3470.00	3470.00
HEW-HOBART	HYDROBLEND HWB UNIT	WT3817900D	524.00	524.00
RW132W	1 SEC HOT BOX WIDE	058327-C	695.00	695.00
RW132W	1 SEC HOT BOX WIDE	058328-C	695.00	695.00
GT100E-SEFABL	STEAM KETTLE GT100E	271132435	515.00	515.00
84186	BUFFALO CHOPPER	561-146623	358.00	358.00
2612C	FOOD SLICER	146745/146747	290.00	580.00
14600C	MIXER BASE & PEDESTAL UNIT	311238438	395.00	395.00
			TOTAL —	$ 21,977

BIDDER/COMPANY NAME: Hobart Service

ADDRESS: 200 E Hackberry Suite C

CITY/STATE/ZIP CODE: McAllen, TX 78501

PHONE #: ( ) (956) 618-1817 FAX NO. :( ) (956) 618-1983

CELL # (956)-239-2714

AUTHORIZED SIGNATURE: Carl Howe

PRINTED NAME: Carl Howe

TITLE: Branch Manager

EXHIBIT "C"
INSURANCE REQUIREMENTS

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/24/2008

PRODUCER
MARSH USA INC.
500 WEST MONROE STREET
CHICAGO, IL 60661
Attn: Fax 212-948-0300 or ITW.certrequest@marsh.com

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.

300045-HOBAR-STAND-08-09

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Zurich American Insurance Company	16535
INSURER B: American Zurich Insurance Company	40142
INSURER C:	
INSURER D:	
INSURER E:	

INSURED
ILLINOIS TOOL WORKS INC.
ITW FOOD EQUIPMENT GROUP
ATTN: VICKI LADE
701 S. RIDGE AVENUE
TROY, OH 45374-0001

8

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		**GENERAL LIABILITY**	GLO 9373453-05	11/01/08	11/01/09	EACH OCCURRENCE	$ 2,000,000
		X COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES(Ea occurence)	$ 500,000
		CLAIMS MADE X OCCUR				MED EXP (Any one person)	$ 10,000
		X $1,000,000 S.I.R.				PERSONAL & ADV INJURY	$ 2,000,000
		GENERAL AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC				GENERAL AGGREGATE	$ 2,000,000
						PRODUCTS - COMP/OP AGG	$ 2,000,000
A		**AUTOMOBILE LIABILITY**	BAP 9373447-05(AOS)	11/01/08	11/01/09	COMBINED SINGLE LIMIT (Ea accident)	$ 3,000,000
		X ANY AUTO				BODILY INJURY (Per person)	$
		ALL OWNED AUTOS				BODILY INJURY (Per accident)	$
		SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	$
		HIRED AUTOS					
		NON-OWNED AUTOS					
		X $500,000 DED COMP & COLL					
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	$
		OCCUR CLAIMS MADE				AGGREGATE	$
							$
		DEDUCTIBLE					$
		RETENTION $					$
B		**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY**	WC 9373451-06 (AOS Ded)	11/01/08	11/01/09	X WC STATU-TORY LIMITS OTH-ER	
A		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	WC 9373452-06 (Retro - HI, ID, WI)	11/01/08	11/01/09	E.L. EACH ACCIDENT	$ 1,000,000
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
						E.L. DISEASE - POLICY LIMIT	$ 1,000,000
		OTHER					

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

ITW FOOD EQUIPMENT GROUP INCLUDES THE FOLLOWING AS INSUREDS: HOBART (SUCCESSOR TO HOBART CORPORATION), HOBART BAKERY SYSTEMS, BAXTER MANUFACTURING, TRAULSEN, VULCAN-HART, AXIOM EQUIPMENT, AVERY BERKEL, BERKEL, CRIMSCO, GAYLORD INDUSTRIES, KAIRAK, SOMAT, STERO, WITTCO FOODSERVICE EQUIPMENT, WOLF RANGE, MANNHART.
DOES NOT INCLUDE INDEPENDENT CONTRACTORS D/B/A HOBART SALES & SERVICE.

CERTIFICATE HOLDER CHI-001985170-12

HIDALGO COUNTY
PURCHASING DEPT.
2812 S. HIGHWAY BUS. 281
EDINBURG, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE of Marsh USA Inc.
Mary Radaszewski

Mary Radaszewski

ACORD 25 (2001/08)

© ACORD CORPORATION 1988

AIM COMPONENTS
ALMA
AMERI-CAD
AMERICAN SAFETY TECHNOLOGIES
AMP
ANCHOR FASTENERS
ANCHOR STAMPINGS
ANGLEBOARD
ARK-LES
ASSEMBLY COMPONENTS
ATLANTIC MILLS
AUTO WAX
AUTOMOTIVE FINISHING
AUTOMOTIVE PROFIT PROGRAMS
AUTOMOTIVE REFINISHING
AVERY BERKEL
AXIOM EQUIPMENT
B & L PLASTICS
BAGCO, INC.
BALANCE ENGINEERING
BAXTER MANUFACTURING
BAY AREA LABELS
BEDFORD WIRE
BEE LEITZKE
BERKEL
BERNARD WELDING COMPONENTS
BGK
BRANDS
BUEHLER INTERNATIONAL
BUILDEX
CAL SENSORS
CARGO SAFE
CENTRAL LABELS
CFC INTERNATIONAL
CHEMTRONICS
CHRONOMATIC
CHRONOTHERM
CIP FASTENERS
CIP STAMPINGS
CLICK COMMERCE

CODING PRODUCTS
COOLING SYSTEMS
COMMERCIAL GSE
COMPONENTS & TOOLS
CONTAINER STRAPPING
CONVERTED PRODUCTS
COVID SECURITY GROUP
DAHTI
DELPRO
DELTAR - TEKFAST
DELTAR ENGINEERED COMPONENTS
DELTAR I.P.A.C.
DELTAR RELEASE SYSTEMS
DEVCON
DIAGRAPH - LABEL GROUP
DIAGRAPH - MARKING & CODING
DIAGRAPH - MSP
DOT LABEL INC.
DRAWFORM
DUO FAST CONSTRUCTION
DYKEM
DYMON
DYNATEC
DYNOTECH ENGINEERING
ELASTOMERIC ROOFING SYSTEMS, INC. (EFF. 1/1/2009)
ELECTRO STATIC TECHNOLOGY
ELECTROCAL
ELECTRONIC COMPONENT PACKAGING SYSTEMS
ENGINEERED FASTENERS
ENVOPAK US
F. B. JOHNSTON GRAPHICS, INC.
FASTEX DISTRIBUTION
FASTEX OEM & APPLIANCE
FIBRE GLASS-EVERCOAT COMPANY
FILTERTEK
FILTRATION PRODUCTS
FILTRATION - GENEVA
FLEETWOOD - SIGNODE
FOILMARK
FOILS - PLASTICS & SECURITIES

FOILS - PRINTED PRODUCTS
FOOD EQUIPMENT GROUP NORTH AMERICA
FORMEX
FRANKLYNN INDUSTIRES
FUTURA COATINGS
GALE WRAP
GAYLORD INDUSTRIES
GEMA
GERRARD STRAPPING COMPANY
GSE MILITARY
HEARTLAND MANUFACTURING COMPANY
HI-CONE
HIGHLAND
HOBART BAKERY SYSTEMS
HOBART - DOES NOT INCLUDE INDEPENDENT CONTRACTORS D/B/A HOBART SALES & SERVICE
HOBART BROTHERS
HOBART GROUND POWER
HOLOGRAPHICS
I. KELA
IMPRO
IMTRAN
INDUSTRIAL FINISHING
INSTRON
INSULATED PRODUCTS
INSULATION SYSTEMS
INTERNATIONAL HOLOGRAPHIC PAPER (IHP)
ITW BUILDING COMPONENTS GROUP INC.
ITW CONSTRUCTION SERVICE & PARTS
ITW CONSUMER
ITW INDUSTRIAL FASTENING
ITW MULLER
J & B AVIATION
JEMCO
JETLINE ENGINEERING
JIT MANUFACTURING
JIT TECHNOLOGIES
JOSEF KIHLBERG
K&K WELDING
KAIRAK

KESTER
KIWIPLAN
LEITZKE MANUFACTURING
LINX
LOMA SYSTEMS
LOVESHAW
LPS LABORATORIES
LUMEX
M&C SPECIALTIES
MAGNAFLUX
MANNHART
MARK-TEX
MEDALIST
MEYERCORD REVENUE
MIDWEST INDUSTRIAL PACKAGING
MINIGRIP
MILLER ELECTRIC
MUMM PRODUCTS
NATIONAL SERVICE CENTER
NEXUS
NORWOOD MARKING SYSTEMS
OPTO DIODE
PACIFIC CONCEPT INDUSTRIES
PAKTRON
PANCON U.S.
PANEL FASTENING SYSTEMS
PASLODE
PAXTON PRODUCTS
PEERLESS MACHINERY
PERFORMANCE POLYMERS
PERMATEX
PHILADELPHIA RESINS
PILLAR TECHNOLOGIES
PLASTEC PRECISION PRODUCTS
PLASTIC PACKAGING SYSTEMS
PLASTIC RECYCLING ALLIANCE
PLASTIGLIDE
PLEXUS
PMI FOOD EQUIPMENT GROUP
PACIFIC POLYMERS, INC.

POLYCRAFT
POLYMER CASTINGS
POLYSPEC NV
POWERTRAIN FASTENING
PRO/MARK
PRODUX
QSA GLOBAL INC.
QUANTUM MARKETING
QUASAR INTERNATIONAL
QUIPP
RACOR
RAMSET
RED HEAD
REDDI-PAC
RIPPEY
ROCOL NORTH AMERICA
SCHNEE-MOREHEAD
SEXTON
SHAKEPROOF ANCHOR/MEDALIST AUTOMOTIVE PRODUCTS
SHAKEPROOF AUTOMOTIVE PRODUCTS
SHAKEPROOF INDUSTRIAL PRODUCTS
SHAKEPROOF INDUSTRIAL PRODUCTS/ALPINE SCREW
SHIPPERS LIGHTWEIGHT PRODUCTS
SHIPPERS HEAVYWEIGHT PRODUCTS
SIGNODE
SIGNODE INDUSTRY PACKAGING SYSTEMS
SIGNODE METAL PRODUCTS
SIGNODE SERVICE
SIMCO
SMITH EQUIPMENT
SOMAT
SONOTECH
SOUTHLAND
SPACE BAG
SPEEDLINE TECHNOLOGIES
SPIROID
SPRAY NINE
SPRAYCORE
ST. JUDE POLYMER
STERO

STRETCH PACKAGING SYSTEMS
SUNRISE ARKANSAS
SUPERB PRODUCTS
SWITCHES
TACC
TECH SPRAY
TEMPIL
TEXWIPE
THERMAL FILMS
THIELEX
TOMCO
TRANS TECH AMERICA
TRAULSEN
TRIDENT
TRILECTRON INDUSTRIES
TRIMARK
UNITED SILICONE
VALERON STRENGTH FILMS
VICTRONICS SOLTEC
VORTEC
VULCAN-HART
WATERBURY BUCKLE/PLASTIGLIDE
WELDCRAFT WELDING COMPONENTS
WELDING NOZZLE INTERNATIONAL
WILSONART INTERNATIONAL, INC.
WITTCO FOODSERVICE EQUIPMENT
WOLF RANGE
WORKHOLDING
WYNN'S
ZIP-PAK

The Memorandum of Insurance serves solely to list insurance policies, limits and dates of coverage. Any modifications hereto are not authorized.

The Memorandum of Insurance serves solely to list insurance policies, limits and dates of coverage. Any modifications hereto are not authorized.

AI-12807 **21.L.1.**

ROW-Invoice No. 4038-Rio Delta Surveying-C-08-167-07-08
CC REGULAR

Date:	12/16/2008
Submitted By:	Letty Saenz, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department
Purchasing only:	Right of Way

Information

CAPTION

Presentation for discussion, consideration, acceptance, and approval of Invoice # 4038 in the amount of $ 1,800.00, from Rio Delta Surveying, contracted surveyor for the purposes of "Miscellaneous Right of Way Acquisition Projects" (on a 1.48 acre tract of land being all of Bernal Drive, out of the Bernal Subdivision) in connection to Contract No. C-08-167-07-08 and Work Authorization#1 for Hidalgo County Right of Way Department.

BACKGROUND

Invoice No. 4038-Rio Delta Surveying

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1200-431-00-260-001-0-711/712

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

BUDGETARY IMPACT:

Object 711 has $383,276.00 available as of 12/11/08.
Object 712 has $99,276.00 available as of 12/11/08.

Attachments

Link: Inv. No. 4038

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	12/11/2008 02:05 PM	APRV
2	Budget & Management	Veronica Lopez	12/11/2008 03:29 PM	APRV
3	Dale Kennan	Dale Kennan	12/11/2008 04:20 PM	APRV
4	Auditor's Office		12/12/2008 05:24 PM	NEW

Form Started By: Letty Saenz — Started On: 12/10/2008 05:21 PM

Final Approval Date: 12/12/2008

RIO DELTA SURVEYING

Boundary Survey • Topographic Surveys • GPS Surveys • Right of Way & Easement Surveys
Subdivision Platting • ALTA Surveys • Construction Staking

Invoice No.
4038

Invoice

Bill To
Hidalgo County Right of Way Department 509 E. Earling Road San Juan, Texas 78589

Date	Job No.	P.O. No.	Terms
12/9/2008	RIO08428	613842	Due on receipt

Description	Amount
RE: Contract No. C-08-167-07-08; Work Authorization No. 1 For Professional Surveying Services on a 1.48 acre tract of land being all of Bernal Drive, out of the Bernal Subdivision, Hidalgo County, Texas	1,800.00

Thank you for your business.

Subtotal	$1,800.00
Sales Tax (8.25%)	$0.00
Total	$1,800.00
Payments/Credits	$0.00
Balance Due	$1,800.00

8207 Mateo Escobar, Monte Alto, Texas 78538 • Phone: (956) 380-5154; Fax: (956) 380-5156

RIO-DELTA SURVEYING
8207 Mateo Escobar
Monte Alto, Texas 78538

Metes and Bounds Description
"Bernal Drive"

A 1.48 acre tract of land, being all of Bernal Drive out of the Bernal Subdivision, Hidalgo County, Texas, as per map recorded in Volume 24, page 159-A, Map Records of Hidalgo County, Texas, said 1.48 acre tract of land being more particularly described by metes and bounds as follows:

COMMENCING at a ½" rod found at the Southwest corner of Lot 6, Bernal Subdivision, for a corner of this tract of land and the POINT OF BEGINNING;

THENCE East, with the South line of said Lot 6, same being the North line of Bernal Drive, a distance of 200.00 feet to a ½" rod found at the West right-of-way of said Bernal Drive for the Southeast corner of said Lot 6 and a corner of this tract of land;

THENCE North, with the West right-of-way line of said Bernal Drive, a distance of 635.32 feet to a ½" rod found at the East line of Lot 8 of the said Bernal Subdivision, for a corner of this tract of land;

THENCE continuing with the West right-of-way line of said Bernal Drive and the East line of said Lot 8, being a Cul-de-Sac, having a Radius of 50.00 feet, a Delta Angle of 178°25'00", and an Arc Length of 155.70 feet to a ½" rod set at the North line of said Bernal Estates for a corner of this tract of land;

THENCE continuing with said Cul-de-Sac, same being the East right-of-way line of said Bernal Drive, having a Radius of 50.00 feet, a Delta Angle of 121°35'00", and an Arc Length of 106.10 feet to a ½" rod set at the East right-of-way line of said Bernal Drive, same being the West line of Lot 1, Bernal Subdivision, for a corner of this tract of land;

THENCE South, with the East right-of-way line of said Bernal Drive, a distance of 685.31 feet to a ½" rod found at the North line of Lot 4, of the said Bernal Subdivision, same being the South right-of-way line of said Bernal Drive, for a corner of this tract of land;

THENCE West, with the South right-of-way line of said Bernal Drive, a distance of 200.00 feet to a ½" rod found at the Northwest corner of Lot 5, of the said Bernal Subdivision, for a corner of this tract of land;

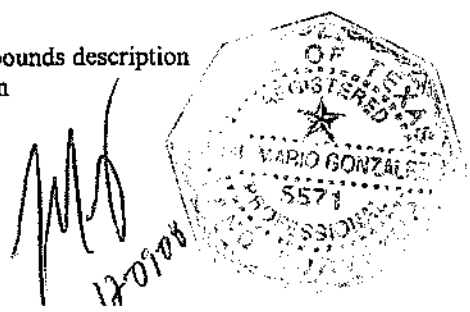
THENCE South, with the West line of said Lot 5, same being the East line of said Bernal Drive, a distance of 252.00 feet to a ½" rod found at the North right-of-way line of Mile 12 North, for the Southwest corner of said Lot 5, and a corner of this tract of land;

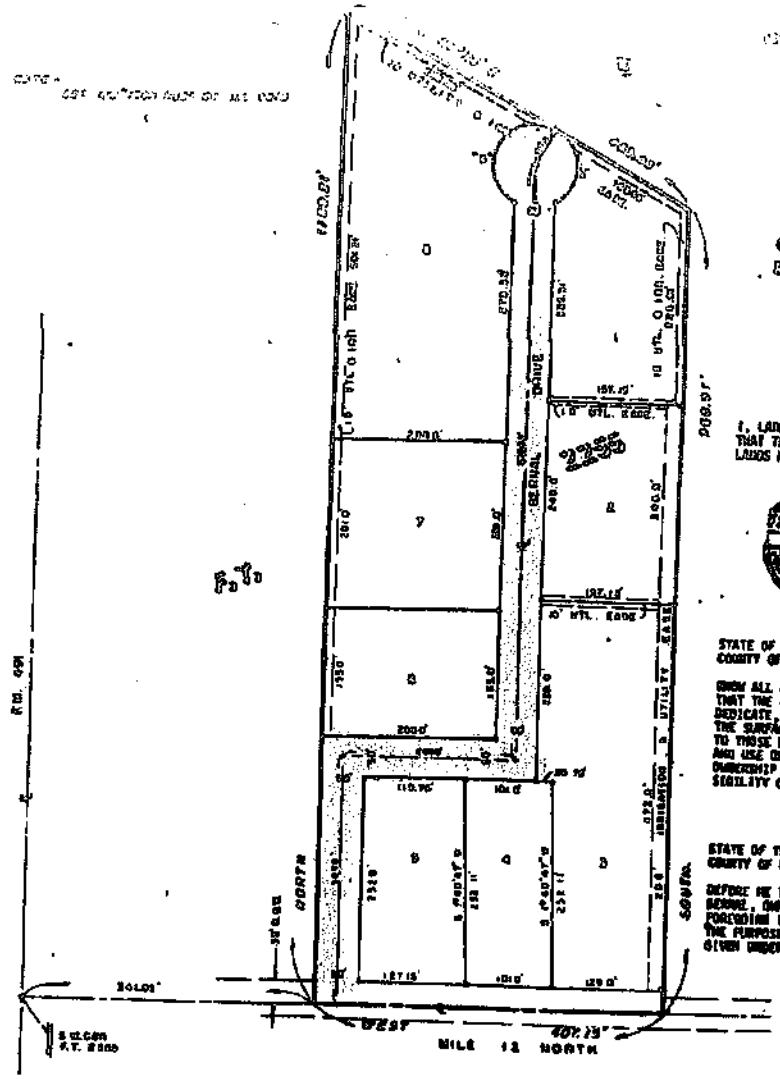
THENCE West, with said North right-of-way line, a distance of 50.00 feet to a ½" rod found at the West line of said Bernal Subdivision, for a corner of this tract of land;

THENCE North, with said West line a distance of 302.00 feet to the POINT OF BEGINNING, containing 1.48 acres of land more or less.

A plat of even survey date herewith accompanies this metes and bounds description
Basis of bearing: West line of Bernal Subdivision

Exhibit "A"
Sheet 1of 1





CHECKED FOR DRAINAGE
BY:

I, LARRY L. SMITH, A REGISTERED PUBLIC SURVEYOR AND ENGINEER, DO HEREBY CERTIFY THAT THIS PLAT IS A TRUE AND ACCURATE REPRESENTATION OF THE SUBDIVISION OF THE LANDS HEREON DESCRIBED AS SURVEYED AND SUBDIVIDED UNDER MY DIRECTION.

LARRY L. SMITH
REGISTERED PUBLIC SURVEYOR & ENGINEER
EDINBURG, TEXAS
SURVEYED: NOV. 13, 1984
T-226 P 22-24 JOB # 8-840470
REVISED 11-28-85

STATE OF TEXAS
COUNTY OF HIDALGO

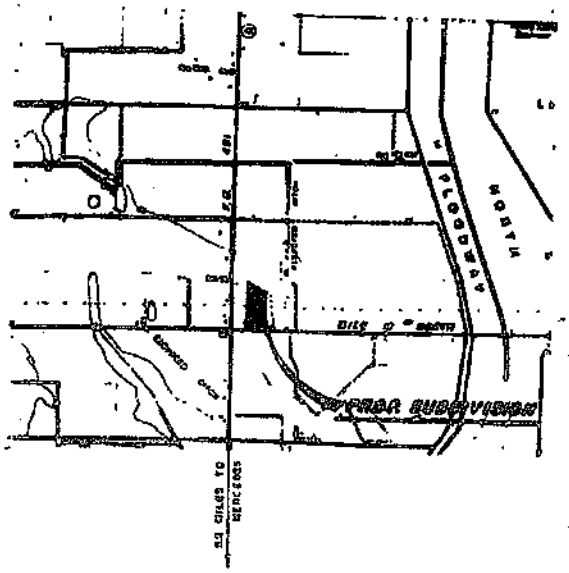
KNOW ALL MEN BY THESE PRESENTS:
THAT THE UNDERSIGNED OWNER OF THE PROPERTY HEREON DESCRIBED, DOES HEREBY ADOPT, DEDICATE, AND CONFIRM THE FOREGOING MAP OR PLAT AND DOES DEDICATE TO THE PUBLIC THE SURFACE USE OF MILE 12 NORTH DESIGNATED THEREON AND DOES GRANT AN EASEMENT TO THOSE WHO MAY NOW OR HEREAFTER HOLD FRANCHISE TO SAID PROPERTY FOR UTILITIES AND USE OF THE STREET FOR RESIDENTS OF THE SUBDIVISION AND THEIR GUESTS. OWNERSHIP AND MAINTENANCE OF [illegible] DRIVE SHALL REMAIN WITH AND BE THE RESPONSIBILITY OF THE [illegible] SUBDIVISION RESIDENTS.

[illegible]
MANUEL BERROA, [illegible]

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED MANUEL BERROA, OWNER KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED. GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE 21st DAY OF May, A.D. 1985

[illegible]
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS



VICINITY MAP

NOTES:

1. MINIMUM FINISHED FLOOR ELEVATION FOR ALL BUILDING IMPROVEMENTS SHALL BE 18 INCHES ABOVE NATURAL GROUND OR ELEVATION 43.0, WHICHEVER IS HIGHER.
2. ANTICIPATED HIGH WATER ELEVATION CREATED BY A 100 YEAR STORM WILL POND AT ELEVATION 42.0 IN THIS SUBDIVISION. THIS SUBDIVISION IS IN ZONE "B" ON FEMA'S FLOOD INSURANCE RATE MAP.
3. BENCH MARK: CENTERLINE OF MILE 12 NORTH AND F.M. 491 ELEVATION 43.0.

184165

FILED
JAN 21 1985

APPROVED
FOR RECORDING
Hidalgo Co. Right of Way Dept.
by [illegible]
Date Dec. 3, 1985

APPROVED FOR RECORDING
BY
COMMISSIONERS' COURT
This the 21 day of January 1986
J. EDGAR RUIZ, County Clerk
Hidalgo County, Texas
By [illegible]

[illegible]

Recorded in Book 24 Page 159-B
of the map records of Hidalgo
County, Texas
Witness my hand and seal, this
[illegible]
County Surveyor

Melden & Hunt Inc.
CONSULTING ENGINEERS
[illegible]

Leticia Saenz

From: sandra [sandra.garcia@co.hidalgo.tx.us]
Sent: Wednesday, December 10, 2008 12:05 PM
To: leticia.saenz@co.hidalgo.tx.us
Subject: Rio Delta Surveying - Work Authorization No. 1
Attachments: DOC071.PDF

Ms. Saenz,

Attached please find the invoice submitted by Rio Delta Surveying for WA # 1. Please place this item on the agenda for payment.

Should you have any questions, please feel free to contact our office at your earliest convenience.

Respectfully,

Sandra Garcia, Administrative Assistant
Hidalgo County Right of Way Department
509 E. Earling Road
San Juan, Texas 78589

Ph. 956-283-8134
Fax 956-283-8402

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No virus found in this incoming message.
Checked by AVG.
Version: 7.5.552 / Virus Database: 270.9.16/1841 - Release Date: 12/10/2008 9:30 AM

AI-12784 **21.M.1.**

County Clerks Building -Emergency Roof repair

CC REGULAR

Date:	12/16/2008
Submitted By:	Moises Salazar, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department
Purchasing only:	County Clerk

Information

CAPTION

Requesting approval of Change Order No. 1 (PO Increase Form in the amount of $6,300.00 inasmuch as project is evidenced by purchase order only) in connection additional substrate roof decking and installation of recover boards beyond the allowance amount of $2,500.00 in the original approved proposal for the: "Hidalgo County Clerks Building Emergency Roof Repair" with contractor Herrera and Hunt Inc. with authority for County Judge or Court member to execute document.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1100-415-40-180-002-0-431

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

BUDGETARY IMPACT:

Amount available in PO#609752 is $84,779.00 as of 12/11/08.
pending court approval $ 6,300.00 (PO Increase - Change Order No.1)
Total amount available $91,079.00

Attachments

Link: Agenda Bkp

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	12/11/2008 03:14 PM	APRV
2	Budget & Management	Veronica Lopez	12/11/2008 03:28 PM	APRV
3	Roland Garcia	Rolando Garcia	12/11/2008 04:31 PM	APRV
4	Auditor's Office		12/12/2008 05:24 PM	NEW

Form Started By: Moises Salazar Started On: 12/10/2008 04:25 PM

Final Approval Date: 12/12/2008

PURCHASE ORDER INCREASE
COUNTY OF HIDALGO

Department: County Clerks
Contact Name: Priscilla Garcia
Telephone # 956 292-7678

Purchase Order Number: 609752
Increase # _____ for this Purchase Order
Procurement Method:

- ❑ Contract # _____
- ❑ Cooperative Awarded Vendor (TBPC State Award, TCPN, TASB-Buyboard)
- ❑ Quotes over $1,000.00 (verbal quotes)
- ❑ Quotes over $5,000.00 (attach written quotes)

TO: Vendor Number: 347868
Vendor Name: HERRERA & HUNT
Address: 1030 W. ELLIS
ALAMO, TX 78516

Increase Purchase Order for the following items:

Quantity	UOM	Description	Unit Price	Amount
		Amount of Original Purchase Order		$
		APPROVED THROUGH CC ON 09/16/2008 UNDER ITEM AI-11093 EMERGENCY ROOF REPAIRS TO COUNTY CLERKS WAREHOUSE LOCATED AT 317 N. CLOSNER IN EDINBURG, TEXAS 8-1100-415-40-180-002-0-431	84,779.00	84,779.00
		Amount of Increase Request		$6,300.
		TOTAL AMOUNT		$91,079.00

Account Number: 8-1100-415-40-180-002-0-431

Reason: CONTRACT WENT UP 6,300.

Authorization: _____ Department Head — 12/05/08 Date

Reviewed by: _____ Purchasing Department — _____ Date

Approved By: _____ Purchasing Agent — _____ Date

Approved By: _____ Hidalgo County Auditor — _____ Date

Herrera and Hunt Inc.
1837 Cisco Drive
Los Fresnos Texas
78566

Project: Hidalgo County Clerks Building Emergency Roof Repair **Date:** 11-15-08

Requested By: Herrera and Hunt Inc.

DESCRIPTION OF CHANGE

Additional substrate roof decking repairs and installation of recover boards beyond the $2500.00 allowance in the original proposal

REASON FOR CHANGE

These repairs were required to repair the existing substrate roof decking that was determined to be unsuitable for the installation of the sustainable Hydro Stop roof system. There was a $2,500.00 allowance in the original proposal for repairs that we anticipated during the site visit, however upon removing the existing roofing it was discovered that the roof decking was in much worse condition then originally anticipated which resulted in the need for additional decking repairs and installation of recover boards beyond the $2500.00 allowance. A copy of a power point presentation with photo documentation has been sent to purchasing outlining and detailing the extent of the repairs that were required.

TIME AND COST

The total cost for this work was $8,800.00 less the $2,500.00 allowance in the original proposal. This change order request is for the difference in cost of $6,300.00

Original Contract Amount	$84,779.00
Change Order Amount	$ 6,300.00
New Contract Amount	$91,079.00

ACCEPTANCE OF CHANGE

The signature of both parties shall evidence acceptance of this change order form request.

Herrera and Hunt Inc. Authorized Signature	**Date** 11-15-08
Name KEITH F HUNT	**Title** VP
Hidalgo County Authorized Signature	**Date** 12/04/08
Name Annette C. Muñiz	**Title** Chief Deputy

Slide #7 of 8 Slide Presentation / Proposal submittal 9/08/2008 @ 9:19 Am.

HERRERA and HUNT INC.

JOB ORDER CONTRACTING SPECIALISTS

•Remove all existing gravel from roof and dispose of it at a legal dumpsite. Verify with County Building And Grounds whether they need the gravel for other projects.

•Remove and repair all loose modified sheets, flashing, roof decking, and unused equipment from roof .

•Repair existing roof decking as required to prepare the existing roof surface to be of sound structural integrity in all respects including substrate wood decking. Work under this provision is substantially undetermined at this time and will not be better understood until further explorations of the current conditions is conducted. We have an allowance in this proposal to cover $2,500.00 direct cost of these type of repairs.

•Install reinforced builder course filling and leveling the existing roof to grade.

•Apply Hydro Stop Reinforced Seamless Sustainable roofing system pursuant to manufacturers certified applications. Roofing materials are to cover up overall parapets.

•Provide a 10 year written certified renewable manufacturers warranty .

Moises Salazar

From: Oscar Garza [oscarg.garza@co.hidalgo.tx.us]
Sent: Monday, December 08, 2008 4:57 PM
To: moises.salazar@co.hidalgo.tx.us
Cc: 'Darlene Betancourt'; 'Ramon Vela'
Subject: FW: Herrera & Hunt Change Order
Attachments: Herrera & Hunt Change Order.pdf

Moises, here is the change order that has to be placed on Commissioners Court; also make sure you send copies of the current insurances from Herrera & Hunt.

Oscar Garza, Procurement Specialist
2802 So Bus. Hwy 281
Postal Maining Address
2812 So. Bus 281 & Corner of Canton Rd.
Edinburg, TX 78539
Phone: 956-318-2626 Ext. 4857
Fax: 956-292-7612
oscarg.garza@co.hidalgo.tx.us

From: Priscilla Garcia [mailto:priscilla.garcia@hidalgocountyclerk.us]
Sent: Monday, December 08, 2008 4:44 PM
To: oscarg.garza@co.hidalgo.tx.us
Subject: Herrera & Hunt Change Order

Please let me know if you need anything else.

Thank you,
Priscilla Garcia
Administrative Assistant
Office of Arturo Guajardo Jr.
Hidalgo County Clerk
100 N. Closner Blvd.
Edinburg, Texas 78540
956-318-2100 ext 6192
priscilla.garcia@hidalgocountyclerk.us

HERRERA & HUNT INC.

Home Office:
1837 CISCO DRIVE
LOS FRESNOS TEXAS 78566
956-459-1696

LETTER OF TRANSMITTAL

DATE: **December 1st 2008**

TO: **County Clerk Warehouse**
317 N. Closner
Edinburg Texas 78539

JOB NO.: **P.O. # 609752**

PROJECT: **County Clerks Roof**

ATTN: Arturo Guajardo Jr.

GENTLEMEN:
WE ARE SENDING YOU [X] Attached [ ] Under separate cover via _____ the following items:

[ ] Shop drawings [ ] Plans [ ] Change Order
[ ] Copy of letter [ ] Contract [ ] Modification Order
[ ] Submittals [ ] Purchase Order [ ] Subcontract Agreement

Original	Copies	No.	Description
3			**Originals- Draw Request #2 for County Clerk's Roof**
			for your approval.

THESE ARE TRANSMITTED as checked below:

[X] For your approval/signature [ ] Approved as submitted
[X] For your use [ ] Approved as noted
[ ] As required [ ] Returned for corrections
[ ] For review and comment [ ] Other
[ ] For bids due [ ] Prints returned after loan to us

REMARKS:

Thank You

Copy to: File

Signed: Keith F. Hunt

HERRERA & HUNT, INC.
CONTRACTOR'S APPLICATION FOR PAYMENT NO. 2

Project No./Contract No.	Hidalgo County PO 609752		
County	Hidalgo	City	Edinburg
Contractor	Herrera & Hunt Inc.	From	Oct. 30 2008 To Dec. 01 2008
Bond Identification No.	ST-08-313-BN-5030724		
Project Name	Emergency Roof Repairs to Hidalgo County Clerks Warehouse		

Application is hereby made for payment on the above mentioned contract.

Amount of Original Contract	$ 84,779.00
Adjustments (Supplemental Agreements, Credit Change Order, Unit Price Contract Adjustment, Unused Contingency on Final Application for Payment)	$ 6,300.00 *
Net Adjusted Contract Amount	$ 91,079.00
Total Work Complete to Date	$ 91,079.00
Less 10% Retainage	$ 9,107.90
Total Work Complete Less Retanage	$ 81,971.10
Less Previous Payments	$ 52,011.90
Payment Due This Certificate	$ 29,959.20

Date Date Of Commencement	10/15/2008	
Contract Working Days (as specified in Contract) -	60	
Adjustments to Working Days for Weather Delays -	6	
Net Adjusted Working Days	66	
Total Working Days Complete thru Previous Application -		15
Working Days Completed this Application -		30
Total Working Days Completed to Date -		45
Working Days Left to Complete Project -		21
Date of Substaintial Completion	12-05--08	

This is to certify that Herrera & Hunt Inc., contractor for the above Contract, is entitled to the payment indicated above in accordance with the terms of this contract.

By: _____ Herrera & Hunt Inc.
Date: 12-01-08

By: _____ Architects Approval
Date: _____

_____ Owner's Authorized Representative
Date: 12/04/08

INVOICE RECEIVED BY: _____ on 12/5/08
GOODS/SERVICES RECEIVED BY: _____ on 12/5/08

8-100-415-40180-002-0-431
139641 609752

HERRERA & HUNT, INC.

CONTRACTOR'S APPLICATION FOR PAYMENT NO. 2

Project **Hidalgo County PO 609752**

County **Hidalgo** Edinburg

Contra **Herrera & Hunt Inc.** Oct. 30th 2008 Dec 01,2008

Bond I **ST-08-313-BN-5030724**

Project **Emergency Roof Repairs to Hidalgo County Clerks Warehouse**

Application is hereby made for payment on the above mentioned contract.

SCHEDULE OF VALUES

NO.	WORK	VALUE	COMPLETE PREVIOUS APPLICATION	COMPLETED THIS PERIOD	COMPLETE TO DATE	TO COMPLETE
100	Choice Facility Fees	$ 3,391.00	$ 3,391.00	$ -	$ 3,391.00	$ -
101	Bonds and Insurances	$ 4,200.00	$ 4,200.00	$ -	$ 4,200.00	$ -
102	SOW Development & Est.	$ 2,500.00	$ 2,500.00	$ -	$ 2,500.00	$ -
103	Field Supervision	$ 2,500.00	$ 750.00	$ 1,750.00	$ 2,500.00	$ -
104	General Labor	$ 3,500.00	$ 1,200.00	$ 2,300.00	$ 3,500.00	$ -
105	Selective Demolition Canopy	$ 3,200.00	$ 3,200.00	$ -	$ 3,200.00	$ -
106	New Canopy Decking	$ 4,200.00	$ 4,200.00	$ -	$ 4,200.00	$ -
107	Roof Deck Prep	$ 2,500.00	$ 1,350.00	$ 1,150.00	$ 2,500.00	$ -
108	Roof Power Wash	$ 2,000.00	$ -	$ 2,000.00	$ 2,000.00	$ -
109	Roofing Materials Stored on Site	$ 47,338.00	$ 37,000.00	$ 10,338.00	$ 47,338.00	$ -
110	Roofing Labor	$ 8,450.00	$ -	$ 8,450.00	$ 8,450.00	$ -
112	Hydro Stop Certification	$ 1,000.00	$ -	$ 1,000.00	$ 1,000.00	$ -
113	Change Order no. 1	$ 6,300.00	$ -	$ 6,300.00	$ 6,300.00	$ -
114		$ -	$ -	$ -	$ -	$ -
115		$ -	$ -	$ -	$ -	$ -
116		$ -	$ -	$ -	$ -	$ -
117		$ -	$ -	$ -	$ -	$ -
118		$ -	$ -	$ -	$ -	$ -
119		$ -	$ -	$ -	$ -	$ -
120		$ -	$ -	$ -	$ -	$ -
121		$ -	$ -	$ -	$ -	$ -
122		$ -	$ -	$ -	$ -	$ -
123		$ -	$ -	$ -	$ -	$ -
124		$ -	$ -	$ -	$ -	$ -
125		$ -	$ -	$ -	$ -	$ -
126		$ -	$ -	$ -	$ -	$ -
127		$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -
			$ -	$ -	$ -	$ -
	TOTAL - SCHEDULED VALUES	$ 91,079.00	$57,791.00	$ 33,288.00	$ 91,079.00	$ -
	PERCENTAGE COMPLETE				100%	

HERRERA & HUNT, INC.
CONTRACTOR'S APPLICATION FOR PAYMENT NO. 2

Project No./ Hidalgo County PO 609752
County Hidalgo City Edinburg
Contractor Herrera & Hunt Inc. From Oct. 30th 2008 To Dec. 01,2008
Bond Identif ST-08-313-BN-5030724
Project Nam Emergency Roof Repairs to Hidalgo County Clerks Warehouse
Application is hereby made for payment on the above mentioned contract.

Percent Time Used 68.18%
(working days charged divided by net adjusted working days)

Percent Complete 100.00%
(total work done to date divided by net adjusted contract amount)

Report briefly: (1) Work completed; (2) Work in progress; (3) Adequacy of the Contractor's labor force, equipment, and supervision; (4) Quality of the work and general rate of progress; (5) Attach progress photographs.

1) All work is complete and manufacturers certification and warranties are being assembled at this time and will be delivered next week before the 15th of December 2008

2) No further work is in progress except the punch list work from the owners and manufacturers inspections which will be completed by the 15th of Dec. 2008

3) There has always been adequate work force on the site.

4) Quality of work is within industry standards and has been inspected throughout the process and certified by the Manufacturers representative .

5) Completed Project photo's and progress photos are being sent under a separate cover. These will be e-mailed in an excel progress report.

AI-12833 **21.N.1.**

Authority to Purchase Computer Equipment/Peripherals

CC REGULAR

Date:	12/16/2008
Submitted By:	Matilde Faz, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department
Purchasing only:	District Attorney

Information

CAPTION

Hidalgo County District Attorney's Office:
Requesting authority to purchase computer equipment, software and/or peripherals through our membership/participation with (TCPN) The Cooperative Purchasing Network's awarded vendor-CDW Government TCPN-R4713 through requisition #145089 in the total amount of $126,632.30

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1222-412-00-080-006-0-601 & 667

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

BUDGETARY IMPACT:

Requisition# 145089

FISCAL YEAR: 2008 **ACCT. #:** 8-1223-412-00-080-007-0-665 & 667

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

BUDGETARY IMPACT:

Requisition# 145089

Attachments

Link: Computers Purchase

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	12/12/2008 12:58 PM	APRV
2	Budget & Management	Veronica Lopez	12/12/2008 01:35 PM	APRV
3	Roland Garcia	Rolando Garcia	12/12/2008 03:07 PM	APRV
4	Auditor's Office		12/12/2008 05:24 PM	NEW

Form Started By: Matilde Faz Started On: 12/11/2008 03:19 PM

Final Approval Date: 12/12/2008

Requisition

Req # 00145089

PO #

Date: 12/11/08

Regular # 12833 12/19/08

Bill To: x
x

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

Ship To: Hidalgo County District Attorney
100 North Closner 5th Floor
Edinburg Tx 78539

Contact: ROXANA SEGOVIA
956-318-2300

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		TCPN CONTRACT #R4713		
		DO NOT DUPLICATE ORDER		
100.00	EACH	1528649 HP DC5800 DESKTOP	668.32	66,832.00
114.00	EACH	1065954 MICROSOFT OFFICE ENTERPRISE 200 - LICENSE	425.25	48,478.50
100.00	EACH	1065945 MICROSOFT WINDOWS VISTA BUSINESS - SOFTWARE ASSURANCE	78.00	7,800.00
1.00	EACH	1061693 MICROSOFT OFFICE 2007 ENTERPRISE - MEDIA KIT	21.00	21.00
110.00	EACH	1462972 SYMANTEC GHOST SOLUTION SUITE - LICENSE	25.75	2,832.50
110.00	EACH	1466481 SYMANTED GHOST SOLUTION SUITE - ESSENTIAL SUPPORT	5.93	652.30
1.00	EACH	1464417 SYMANTEC GHOST SOLUTION SUITE - MEDIA	16.00	16.00
		Account No	Encumbrance	
		8-1222-412-00-080-006-0-601	11,321.80	
		8-1222-412-00-080-006-0-667	13,478.50	
		8-1223-412-00-080-007-0-665	66,832.00	
		8-1223-412-00-080-007-0-667	35,000.00	
			Freight	.00
			Total	126,632.30
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

Quotes

To forward this quote, click "Send quote to an associate." To convert this quote to an order, click "Add to Cart."

Quote Information

Send quote to an associate

Quote #: MKL5535

Status: Open
Quote Date: 11/12/2008
Contact: DICK WADE
Description: DC5800 2 QUOTE

Need Help?



Contact
Jay Carlile
Phone: (866) 224-6448
Fax: (312) 705-9492
E-Mail quote to Jay

Billed From Address

CDW Government Inc.
230 N. Milwaukee Ave
Vernon Hills, IL 60061

(800) 594-4239

Billing Address

JAMES R WADE
JAMES WADE
ATTN: HIDALGO COUNTY
100 N CLOSNER BLVD FL 5
EDINBURG , TX 78539-3523

(956) 292-7008

Shipping Address

HIDALGO COUNTY DISTRICT ATTORNEY

JAMES R WADE
100 N CLOSNER BLVD FL 5
EDINBURG , TX 78539-3523

Payment Method

Select payment method during checkout.

Shipping Method

AIT Deferred

Product	Contract	CDW	Mfg Part #	Qty	Price	Ext. Price
HP dc5800 Desktop	Tcpn Contract #r4713	1528649	KR551UT#ABA	100	$668.32	$66,832.00
Microsoft Office Enterprise 2007 - license	Tcpn Contract #r4713	1065954	76J-00144	114	$425.25	$48,478.50
Microsoft Windows Vista Business - software assurance	Tcpn Contract #r4713	1065945	66J-01061	100	$78.00	$7,800.00
Microsoft Office 2007 Enterprise - media kit	Tcpn Contract #r4713	1061693	76J-01597	1	$21.00	$21.00
Symantec Ghost Solution Suite - (v. 2.5) - license	Tcpn Contract #r4713	1462972	13882288	110	$25.75	$2,832.50
Symantec Ghost Solution Suite - (v. 2.5) - Essential Support	Tcpn Contract #r4713	1466481	13882251	110	$5.93	$652.30
Symantec Ghost Solution Suite - (v. 2.5) - media	Tcpn Contract #r4713	1464417	13747055	1	$16.00	$16.00
					Sub-Total	$126,632.30
					Shipping:	$0.00
					Grand Total	$126,632.30

*Tax may change if this quote is amended by your account manager.

ADD TO CART

Copyright © 2008 CDW Corporation

AI-12752 **21.N.2.**

Repairs, Removal & Installation of Mobile Radios, Computers & Other Misc.Equipment

CC REGULAR

Date:	12/16/2008
Submitted By:	Sandra Montalvo, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Purchasing only:** Hidalgo County

Information

CAPTION

District Attorney's Office & HIDTA Task Force
Recommending award of bid and approval of contract to vendor submitting the lowest pricing and meeting all specifications/requirements as attachedhereto for: Hidalgo County District Attorney's Office & HIDTA Task Force- "Repairs, Removal & Installation of Mobile Radios, Computers and other Miscellaneous Equipment" Bid No. 2008-443-11-26-SMA

BACKGROUND

1. Contract document was reviewed and approved as to form by legal counsel on 12/08/08
2. Recommended vendor is "Video Sound and Lights, Inc. (VSL, Inc)

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1222-412-00-080-006-0-664

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

BUDGETARY IMPACT:

Available balance as of 12-11-08 $407.82

As per District Attorney's Office, both DA and HIDTA Task Force will use account 8-1222-412-00-080-006-0-664.

Attachments

Link: Recommendation, Tabulation, Participation & Contract

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	12/11/2008 12:34 PM	APRV
2	Budget & Management	Veronica Lopez	12/11/2008 02:55 PM	APRV
3	Veronica Lopez	Veronica Lopez	12/12/2008 07:50 AM	APRV
4	Auditor's Office	Linda Fong	12/12/2008 01:20 PM	APRV
Form Started By: Sandra Montalvo			Started On: 12/10/2008 02:02 PM	

PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM

TO: Roy Cazares, Personnel Director
Hidalgo County District Attorney's Office

FROM: Sandra Montalvo, Buyer
Hidalgo County Purchasing Department

DATE: December 1, 2008

RE: **BID AWARD RECOMMENDATION REQUEST**
Bid No. 2008-443-11-26-SMA
HIDALGO COUNTY DISTRICT ATTORNEY'S OFFICE- & HIDTA TASK FORCE- "REPAIRS, REMOVAL & INSTALLATION OF MOBILE RADIOS, COMPUTERS AND OTHER MISC. EQUIPMENT.

Attached you will find copies of two (2) bids received for the above referenced project. Please review and reply with your recommendation. We need to present your recommendation on the next Commissioner's Court Meeting; therefore, we would like to have your response on or before the following deadline.

Please indicate your recommendation or any concerns on the space provided below and reply to the Purchasing Dept. **via fax to (956)-318-2629 or (956) 292-7612 by no later than Tuesday,December 2, 2008 @ 10:00 A.M. in order to place this item on the agenda for next Commissioners Court Meeting, Tuesday, December 9, 2008.**

If you should have any questions or need additional information please contact me at (956) 318-2626 ext.4865

AWARD TO VENDOR(S):	RECOMMENDATION (BASIS)
VSL INC.	LOWEST BIDDER OF THE TWO VENDORS

BUDGET ACCOUNT #: 8-1222-412-00-080-006-0-664

ROY CAZARES DISTRICT ATTORNEY'S OFFICE 12/2/2008

Authorized Signature Printed Name Department Date

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG
SPECIFICATIONS/BID PACKETS

IBF-RFP-RFQ-RFI

BID OPENING DATE: NOVEMBER 26, 2008 **BID OPENING TIME:** 9:30A.M.

DEPARTMENT/BID DESCRIPTION: "HIDALGO COUNTY DISTRICT ATTY'S OFFICE & HIDTA TASK FORCE- "Repairs, Removal And Installation Of Mobile Radios, Computers And Other Miscellaneous Equipment"

BID NO.: 2008-443-11-26-SMA

NAME OF VENDOR: COMPANY/FIRM	BID REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	ADDRESS & PHONE NO
1. Communications Etc. Attn: Eddie Guerra	EMR	Sandra Montalvo	11/12/08	421 S. Broadway McAllen, Texas 78501 956-631-8597 (office) communicationsetc@sbcglobal.net
2. Tri County Communications Attn: David Champion	TR	Sandra Montalvo	11/10/08	956-227-0205 (cell) dchampion@tri-countycom.com
3. South Texas Communications Attn: Lizette Pena	BLM	Sandra Montalvo	11/12/08	709 E. Pecan McAllen, Texas 78501 956-687-8591 (office) 956-687-1735 (fax) lpenaflor@stcreadios.com
4. Office Store Depot Attn: Joseph Corts	EMR	Sandra Montalvo	11/18/08	530 s. Lake Ave. #702 Pasadena, CA 91101 sales@officestoredepot.com
Valentin Cardenas VSL.	IP		11/24/08	3716 S. US Hwy 281 Edinburg TX 78539 VSLINC@aol.com

*VIA:
IN PERSON (IP)
TELEPHONE REQUEST (TR)
BIDDER LIST MAIL OUT (BLM)
E-MAIL REQUEST (EMR)

HIDALGO COUNTY DISTRICT ATTORNEY'S OFFICE & HIDTA TASK FORCE
"REPAIRS, REMOVAL & INSTALLATION OF MOBILE RADIOS, COMPUTERS AND OTHER MISC. EQUIPMENT

BID NO. 2008-443-11-26-SMA

BID TABULATION

PART I- REPAIRS

DESCRIPTION	PARTICIPATIING VENDORS	
	VIDEO SOUND & LIGHTS√	TRI-COUNTY COMMUNICATIONS
A.) Normal Business Hours:	$27.25	$70.00
1.) Technician		
B.) After Hours, Weekends & Holidays:	$27.25	$105.00
1.) Technician		
C.) Mark Up Rate For Parts:	10%	Cost plus 28%
Warranties:	2 year labor (repair and installation). Parts or equipment by manufacturer warranties	90 days on labor, 90 days on new parts or manufacturers warranty which ever is longer

PART II- REMOVAL
(Radios, Sirens & Light Bars)

REMOVAL RADIOS	VIDEO SOUND & LIGHTS	TRI-COUNTY COMMUNICATIONS
Motorola Syntor (X, 9000, Etc)	$15.00	$52.50
Motorola Maxtrac	$9.00	$35.00
Johnson Line Radios	$1.00	$35.00
EF Johnson Line Radios	$5.00	$35.00
Vertex Line Radios	$5.00	$35.00
Motorola Radius Line Radios (GM 300, M120, M1225 ect.)	$10.00	$35.00
Jensen Line Radios	$0.01	$35.00
Midland Line Radios	$0.01	$52.50
Sp-130 Scanning Radio	$0.01	$35.00
QPA-1125 Dual Slot Charger	$0.01	$35.00
Antennas	$7.00	$35.00
REMOVAL SIRENS	VIDEO SOUND & LIGHTS	TRI-COUNTY COMMUNICATIONS
Galls Street Thunder 100 Wt.	$1.00	$35.00
Code Three Z100 Economy Weight	$1.00	$35.00
Lightbar	$1.00	$70.00
Grille Lights	$11.00	$35.00
Rear Deck Lights	$11.00	$35.00
Dash Lights	$7.00	$35.00
Strobe Power Supplies	$10.00	$52.50
Prisoner Cages	$1.00	$35.00
Shotgun/Rifle Rack	$1.00	$35.00
Flashlight Charger	$1.00	$35.00
Siren Speakers Push Bar Mounted	$1.00	$52.50
Siren Speakers Concealed Mounted	$10.00	$35.00
Undercover Siren with S position switch	$15.00	$52.50
REMOVAL LIGHT BAR	VIDEO SOUND & LIGHTS	TRI-COUNTY COMMUNICATIONS
LED Lights	$10.00	$52.50
Code 3 Excalibar Package	$0.01	$52.50
Whelen Edge 9004 SL	$0.01	$52.50
Federal Signal Jet Sonic	$0.01	$52.50
Federal Signal Jet Stream	$0.01	$52.50
Directional Light Bar	$0.01	$52.50
LED Grill Lights	$10.00	$52.50
Halogen Grill Lights	$10.00	$52.50
Strobe Grill Lights	$10.00	$52.50
LED Dash Lights	$10.00	$35.00
Dash Lights	$10.00	$35.00
Strobe Light Inserts by Pairs, Front or Back	$10.00	$35.00
Halogen Light Inserts by Pairs, Front or Back	$0.01	$35.00
LED Light Inserts by Pairs, Front/back	$0.01	$35.00
Fuse Panel	$10.00	$35.00
Strobe Power Supply	$10.00	$52.50
Wig-Wag Flasher	$10.00	$35.00
Prisoner Cages	$0.01	$35.00
Shotgun/Rifle Rack Floor Mount	$0.01	$35.00
Shotgun/Rifle Rack Overhead Mount	$0.01	$35.00
Shotgun/Rifle Rack Trunk Lid Mount	$0.01	$35.00
Flashlight Charger	$5.00	$35.00
Push Bumper	$0.01	$52.50
Center Console	$0.01	$52.50

PART III- INSTALLATION
(Radios, Sirens& Light Bar)

INSTALLATION RADIOS	VIDEO SOUND & LIGHTS	TRI-COUNTY COMMUNICATIONS
Motorola Syntor (X, 9000, Etc)	$35.00	$140.00
Motorola Maxtrac	$1.00	$70.00
Johnson Line Radios	$1.00	$70.00
EF Johnson Line Radios	$21.00	$70.00
Vertex Line Radios	$20.00	$70.00
Motorola Radius Line Radios (GM 300, M120, M1225 ect.)	$20.00	$70.00
Jensen Line Radios	$0.01	$70.00
Midland Line Radios	$0.01	$70.00
Sp-130 Scanning Radio	$0.01	$70.00
QPA-1125 Dual Slot Charger	$0.01	$70.00
Antennas	$13.00	$70.00
INSTALLATION SIRENS	**VIDEO SOUND & LIGHTS**	**TRI-COUNTY COMMUNICATIONS**
Galls Street Thunder 100 Wt.	$3.00	$70.00
Code Three Z100 Economy Weight	$10.00	$70.00
Light Bar	$55.00	$105.00
Grille Lights	$25.00	$70.00
Rear Deck Lights	$25.00	$70.00
Dash Lights	$16.00	$70.00
Strobe Power Supplies	$16.00	$105.00
Prisoner Cages	$25.00	$70.00
Shotgun/Rifle Rack	$18.00	$70.00
Flashlight Charger	$8.00	$70.00
Siren Speakers Push Bar Mounted	$13.00	$105.00
Siren Speakers Concealed Mounted	$18.00	$70.00
Undercover Siren with 3 position switch	$15.00	$105.00
INSTALLATION LIGHT BAR	**VIDEO SOUND & LIGHTS**	**TRI-COUNTY COMMUNICATIONS**
LED Lights	$55.00	$105.00
Code 3 Excalibar Package	$1.00	$105.00
Whelen Edge 9004 SL	$55.00	$105.00
Federal Signal Jet Sonic	$1.00	$105.00
Federal Signal Jet Stream	$1.00	$105.00
Directional Light Bar	$29.00	$105.00
LED Grill Lights	$20.00	$70.00
Halogen Grill Lights	$10.00	$70.00
Strobe Grill Lights	$15.00	$105.00
LED Dash Lights	$16.00	$70.00
Dash Lights	$16.00	$70.00
Strobe Light Inserts by Pairs, Front/Back	$20.00	$105.00
LED Light Inserts by Pairs, Front/Back	$20.00	$105.00
Halogen Light Inserts by Pairs, Front or Back	$1.00	$105.00
Fuse Panel	$19.00	$70.00
Strobe Power Supply	$16.00	$105.00
Wig-Wag Flasher	$14.00	$70.00
Prisoner Cages	$25.00	$70.00
Shotgun/Rifle Rack Floor Mount	$1.00	$70.00
Shotgun/Rifle Rack Overhead Mount	$18.00	$70.00
Shotgun/Rifle Rack Trunk Lid Mount	$18.00	$70.00
Flashlight Charger	$8.00	$70.00
Push Bumper	$25.00	$105.00
Center Console	$25.00	$105.00

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-08-443-12-16

THIS CONTRACT is made and entered into this **16th** day of **December, 2008** by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and **VSL, Inc.**, Texas ("Corporation").

WHEREAS, Company responded to advertised notices for bids for "**REPAIRS, REMOVAL AND INSTALLATION OF MOBILE RADIOS, COMPUTERS AND OTHER MISCELLANEOUS EQUIPMENT FOR HIDALGO COUNTY DISTRICT ATTORNEY'S OFFICE & HIDTA TASK FORCE** "(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 Hidalgo County for Project as listed on specification. 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 **Commissioner** 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 **December 16, 2008** and ending on **December 5, 2009** with the County's option to extend for an additional two (2) one year terms under the same rates, terms and conditions. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for new contract 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 t o Company: **VSL, Inc.**
3716 S. US Hwy. 281
Edinburg, Texas 78539

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.

COUNTY OF HIDALGO

By:_____
Juan D. Salinas, III, County Judge

Date:_____

ATTEST:

_____ Date:_____
Arturo Guajardo Jr., County Clerk

COMPANY:_____

By:_____

Printed Name:_____

Title:_____

Date: _____

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

By:_____ Date: 12-8-08
Stephen L. Crain

Approved on Commissioners' Court: **12/16/08**

EXHIBIT "A"
Specifications

SPECIFICATIONS

HIDALGO COUNTY DISTRICT ATTORNEY'S OFFICE & HIDTA TASK FORCE- "REPAIRS, REMOVAL & INSTALLATION OF MOBILE RADIOS, COMPUTERS AND OTHER MISCELLANEOUS EQUIPMENT"

BID NO. 2008-443-11-26-SMA

PROJECT OVERVIEW

Hidalgo County is seeking to contract with a qualified bidder to conduct all "Repairs, Removal & Installation of Mobile Radios, Computers and Other Miscellaneous Equipment" **on an as needed basis**.

SPECIFICATIONS, TERMS AND CONDITIONS:

1. The bid contract will be for, Repairs, Removal & Installation of Mobile Radios, Computers and Other & Miscellaneous Equipment that is currently installed in, or will be installed on County vehicles. This repair bid contract will not include repairs to base radio consoles, tower site repeaters or equipment, portable radios or specialty surveillance equipment.

2. The contract shall be for a period of one (1) year with the County's option to extend for an additional two (2) one year terms under the same rates, terms and conditions. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for new contract term.

3. Any contract awarded to a successful bidder will be in effect until: (a) the contract expires, (b) delivery and acceptance of products and/or performance of services ordered or (c) terminated by County with thirty days written notice prior to cancellation.

4. Vendors submitting bid should be currently performing removals and installations for other law enforcement and emergency response agencies.

5. Vendors submitting bid will use only certified service technicians in performing installations and/or removals (proof of certification must be submitted with packet).

6. Vendors submitting bid shall have a covered working area to protect vehicles and equipment against inclement weather and ample space to store property being removed and/or installed while conducting installations and removals.

7. Vendors submitting bid will be able to refurbish and/or repair any and all non-working

overhead lightbars, radios, sirens, and miscellaneous equipment unless equipment is beyond repair.

8. Vendor submitting bid must be able to complete a vehicle installation in two working days and a removal in one working day.

9. Vendor must be able to work on multiple vehicles at one time.

10. Vendors submitting bid will have the proposed facility insured for loss's resulting in theft, fire, employee negligence or hazardous weather condition.

11. Vendors submitting bid must have a service facility to be able to complete work specified located in Hidalgo County and have ample space to store property being removed and/or installed and the ability to tract and document the storage of property.

12. Vendor must have an area to keep vehicles secured for overnight and weekends.

13. Vendor must guarantee work performed.

14. **Vendors must be able to come and conduct repairs, removals and installations at any of the departments' location on an emergency basis**. If the vendor will charge for a service call for this request, the vendor must include the cost of that service call within this bid.

15. Vendor must be able to pickup and/or deliver vehicles to and from any Hidalgo County department upon request and only when necessary.

16. All prices for repairs, removals and installations shall include consideration for time and labor.

17. Equipment used can change on a day-to-day basis depending on new product lines available. The enclosed list does not limit the scope of repairs to those items only. The repairs will be for anything installed or assigned to a County unit, both marked and unmarked, that is considered emergency equipment. Other Miscellaneous equipment includes flashlight chargers, additional power sources, shotgun racks and vehicle floor mounting brackets.

18. 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

19 **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.

QUALIFICATIONS

1. Vendor shall have been in business (in this field) for a minimum of three (3) years.

2. Vendor must have a service facility within Hidalgo County where all work will be performed.

3. A list of a minimum of four (4) current references/contracts for any state, local political subdivision, private sector or any other law enforcement/emergency agency must be submitted with your bid for qualification. Information should include, but not limited to the following:
    a) Company
    b) Contact Person
    c) Phone Number
    d) Work Performed
    e) Contract Term

4. Vendor must have appropriate insurance to operate our vehicles. Vendor must comply and submit all insurances as specified in Exhibit "C".

PART I- REPAIRS

Repairs on Law Enforcement/Emergency Equipment, Mobile Radios, Computers & Other Miscellaneous Equipment installed in Hidalgo County District Attorney's Office and HIDTA Task Force vehicles.

The bid contract would be for law enforcement/emergency equipment, mobile radios, computers and other miscellaneous equipment that are currently installed in, or will be installed in Hidalgo County District Attorney's Office and HIDTA Task Force vehicles only. This repair bid contract will not include repairs to base radio consoles, tower site repeaters or equipment, portable radios, or specialty surveillance equipment.

Hidalgo County District Attorney's Office and HIDTA Task Force has installed in its vehicles the following equipment:

Radios:	Motorola Syntor X	Jensen Line Radios
	Motorola Syntor 9000	Midland Line Radios
	Motorola Maxtrac	EF Johnson/Johnson Line Radios
	Motorola Radias Line Radios	SP-130 Scanning Radio
	Vertex Line Radios	QPA-Dual Slot Charger
Lightbars:	Code 3 Excalibar Package	Federal Signal Corp Aero Dynic
	Whelen Eddge 9004 SL	Federal Signal Corp Street Hawk
	Federal Signal Jet Sonic	Code 3 MX 7000
	Federal Signal Jet Stream	
Other:	Sho-Me Grille Lights, Whelen Strobes, Code Three, Motorola Antennas for Radios, Galls Wig Wag Flashers, Galls Strobe Power Supplies & Push Bumpers.	

PART II- REMOVAL

Removal of Law Enforcement/Emergency Equipment, Mobile Radios, and Computers & Other Miscellaneous Equipment installed in Hidalgo County District Attorney's & HIDTA Task Force vehicles (to exclude Sheriff's Department)

- **Radio:** Our departments use a variety of radios. Some radios are easier to remove compared to the others. Below is a list of the radios currently installed in our County units. The interested vendor must give the price per radio and all radios must include the power cables and interfaces.

    1. Motorola Syntor (X, 9000, Etc.)
    2. Motorola Maxtrac
    3. Johnson Line Radios
    4. EF Johnson Line Radios
    5. Vertex Line Radios
    6. Motorola Radius Line Radios (GM 300, M 120, M 1225 Etc.)

7. Jensen Line Radios
8. Midland Line Radios
9. Sp-130 Scanning Radio
10. QPA-1125 Dual Slot Charger

- **Antennas:** (to include disguise antennas)

- **Sirens:** Below is a list of the sirens used. The interested vendor must give the removal price per type. All siren removals must include the power cables and interfaces.

  1. Galls Street Thunder 100 Wt.
  2. Code 3 Z100 Economy Weight

- **Lightbars:** (to include power cable and control panels)

- **Grille Lights:** (halogen, led or strobe)

- **Rear Deck Lights:** (halogen, led or strobe)

- **Dash Lights:** (Either mounted on dash or roof area near sun visor)

- **Strobe or LED Light Inserts By Pairs, Front or Back**

- **Halogen Light Inserts By Pairs Front or Back**

- **Fuse Panel**

- **Strobe Power Supplies**

- **Prisoner Cages**

- **Shotgun/ Rifle Rack** (floor or ceiling mounted)

- **Shotgun/ Rifle Rack** (trunk lid mounted non-electrical)

- **Flashlight Charger**

- **Push Bumpers**

- **Center Console**

- **Interior Mounted Directional Light Bars**

- **Wig-Wag Flasher**

PART III- INSTALLATION

Installation of Law Enforcement/Emergency Equipment, Mobile Radios, Computers & Other Miscellaneous Equipment in Hidalgo County District Attorney's Office and HIDTA Task Force Vehicles.

- **Radio:** Our departments use a variety of radios. Some radios are easier to install compared to the others. The interested vendor must give the price per radio and all radios must include the power cables and interfaces.

    a. Motorola Syntor (X, 9000, Etc.)
    b. Motorola Maxtrac
    c. Johnson Line Radios
    d. EF Johnson Line Radios
    e. Vertex Line Radios
    f. Motorola Radius Line Radios (GM 300, M 120, M 1225 Etc.)
    g. Jensen Line Radios
    h. Midland Line Radios
    i. Sp-130 Scanning Radio
    j. QPA-1125 Dual Slot Charger

- **Antennas:** (to include disguise antennas)

- **Sirens:** Below is a list of the sirens used. The interested vendor must give the installation price per type. All siren removals must include the power cables, interface with radio, siren speaker, and intersection horn)

    1. Galls Street Thunder 100 Wt.
    2. Code 3 Z100 Economy Weight

- **Siren Speakers Push Bar Mounted**

- **Siren Speakers Concealed Mounted**

- **Lightbar:** To include interface cables to console and include the installation and interface with switch panels.

- **Code 3 Excalibar Package** (with interface box and switch)
- **Whelen Edge 9004 SL** (with interface box and switch)
- **Federal Signal Jet Sonic**
- **Federal Signal Jet Stream**
- **Directional Lightbar** (Federal Signal, Code Three)
- **Halogen or LED Grill Lights** (to include flasher and interface with the switch panel)
- **Strobe Grill Lights** (to include interface with strobe power supply)
- **Halogen or LED Rear Deck Lights** (to include flasher and interface with the switch panel)
- **Strobe Rear Deck Lights** (to include interface with strobe power supply)
- **Dash Lights** (to include strobe, halogen or LED, either mounted on dash or roof area near sun visor to include interface with switch panel)
- **Strobe Light Inserts by Pairs, Front or Back** (to include interface with the strobe power supply)
- **Halogen or LED Light Inserts by Pairs Front or Back** (to include flasher and interface with switch panel)
- **Fuse Panel**
- **Strobe Power Supply** (to include interface to switch panel)
- **Wig-Way Flasher** (to include interface with switch panel)
- **Prisoner Cages** (to include lower extension and side panels)
- **Shotgun/ Rifle Rack Floor Mount** (interface with the switch panel and lock timers available)
- **Shotgun/ Rifle Rack Overhead Mount** (interface with the switch panel and lock timers

if available)

- **Shotgun/ Rifle Rack Trunk Lid Mount** (non-electrical)
- **Flashlight Charger**
- **Push Bumper**
- **Center Console**
- **Wig-Wag Flasher**

EXHIBIT "B"
Payment Schedule

Bid
for

HIDALGO COUNTY DISTRICT ATTORNEY'S OFFICE & HIDTA TASK FORCE
"Repairs, Removal and Installation of Mobile Radios, Computers and Other Miscellaneous Equipment"
BID NO.: 2008-443-11-26-SMA

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical address: 2802 S. Business Hwy. 281-New Administration Building
Mailing address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: VSL INC.
Address: 2716 S. US Hwy 281 Edinburg, TX 78539
By: Valentin A Cardenas
Printed Name:
Title: V President

EXHIBIT "B"

BID FORM

HIDALGO COUNTY DISTRICT ATTORNEY'S OFFICE & HIDTA TASK FORCE-
"REPAIRS, REMOVAL & INSTALLATION OF MOBILE RADIOS, COMPUTERS AND OTHER MISCELLANEOUS EQUIPMENT"
BID NO. 2008-443-11-26-SMA

PART I- REPAIRS

The **REPAIR** contract should be for a hourly / time repair rate with mark up rate for parts.

HOURLY RATES:

A. Normal Business Hours:

1. Technician 27.25

B. After Hours, Weekends & Holidays:

2. Technician 27.25

C. Mark Up Rate For Parts: 10%

PLEASE STATE ALL WARRANTIES: 2 Year Labor (Repair and Installation). Parts or Equipment by manufacturer warranties.

PART II- REMOVAL

REMOVAL DESCRIPTION:

RADIOS:

Motorola Syntor (X, 9000, Etc)	15.00
Motorola Maxtrac	9.00
Johnson Line Radios	1.00
EF Johnson Line Radios	5.00
Vertex Line Radios	5.00
Motorola Radius Line Radios (GM 300, M120, M1225 ect.)	10.00

Jensen Line Radios	0.01
Midland Line Radios	0.01
Sp-130 Scanning Radio	0.01
QPA-1125 Dual Slot Charger	0.01
Antennas	7.00

SIRENS:

Galls Street Thunder 100 Wt.	1.00
Code Three Z100 Economy Weight	1.00
Lightbar	1.00
Grille Lights	11.00
Rear Deck Lights	11.00
Dash Lights	7.00
Strobe Power Supplies	10.00
Prisoner Cages	1.00
Shotgun/Rifle Rack	1.00
Flashlight Charger	1.00
Siren Speakers Push Bar Mounted	1.00
Siren Speakers Concealed Mounted	10.00
Undercover Siren with S position switch	15.00

LIGHT BAR:

LED Lights	10.00
Code 3 Excalibar Package	0.01
Whelen Edge 9004 SL	0.01
Federal Signal Jet Sonic	0.01
Federal Signal Jet Stream	0.01
Directional Light Bar	0.01
LED Grill Lights	10.00
Halogen Grill Lights	10.00
Strobe Grill Lights	10.00

LED Dash Lights	10.00
Dash Lights	10.00
Strobe Light Inserts by Pairs, Front or Back	10.00
Halogen Light Inserts by Pairs, Front/Back	0.01
LED Light Inserts by Pairs, Front/Back	0.01
Fuse Panel	10.00
Strobe Power Supply	10.00
Wig-Wag Flasher	10.00
Prisoner Cages	0.01
Shotgun/Rifle Rack Floor Mount	0.01
Shotgun/Rifle Rack Overhead Mount	0.01
Shotgun/Rifle Rack Trunk Lid Mount	0.01
Flashlight Charger	5.00
Push Bumper	0.01
Center Console	0.01

PART III- INSTALLATION

RADIOS:

Motorola Syntor (X, 9000, Etc)	35.00
Motorola Maxtrac	1.00
Johnson Line Radios	1.00
EF Johnson Line Radios	21.00
Vertex Line Radios	20.00
Motorola Radius Line Radios (GM 300, M120, M1225 ect.)	20.00
Jensen Line Radios	0.01
Midland Line Radios	0.01
Sp-130 Scanning Radio	0.01
QPA-1125 Dual Slot Charger	0.01
Antennas	13.00

SIRENS:

Galls Street Thunder 100 Wt.	3.00
Code Three Z100 Economy Weight	10.00
Light Bar	55.00
Grille Lights	25.=
Rear Deck Lights	25.=
Dash Lights	16.=
Strobe Power Supplies	16.=
Prisoner Cages	25.=
Shotgun/Rifle Rack	18.00
Flashlight Charger	8.=
Siren Speakers Push Bar Mounted	13.00
Siren Speakers Concealed Mounted	18.00
Undercover Siren with 3 position switch	15.00

LIGHT BAR:

LED Lights	55.00
Code 3 Excalibar Package	1.=
Whelen Edge 9004 SL	55.00
Federal Signal Jet Sonic	1.00
Federal Signal Jet Stream	1.00
Directional Light Bar	29.00
LED Grill Lights	20.=
Halogen Grill Lights	10.=
Strobe Grill Lights	15.=
LED Dash Lights	16.=
Dash Lights	16.=
Strobe Light Inserts by Pairs, Front/Back	20.=
LED Light Inserts by Pairs, Front/Back	20.=
Halogen Light Inserts by Pairs, Front/Back	1.=

Fuse Panel	19.00
Strobe Power Supply	16. =
Wig-Wag Flasher	14. =
Prisoner Cages	25.00
Shotgun/Rifle Rack Floor Mount	1.00
Shotgun/Rifle Rack Overhead Mount	18.00
Shotgun/Rifle Rack Trunk Lid Mount	18.00
Flashlight Charger	8.00
Push Bumper	25.00
Center Console	25.00

BIDDER/COMPANY NAME: V52 INC

ADDRESS: 3716 S. US Hwy 281

CITY/STATE/ZIP CODE: Edinburg TX 78539.

PHONE NUMBER/FAX NUMBER: 956 380 1513.

AUTHORIZED SIGNATURE: [signature]

PRINTED NAME: VALENTIN A. CARDENAS.

TITLE: V. PRESIDENT.

DATE: 11/24/2008.

EXHIBIT "C"
Insurance Documentation

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 01/02/2008

PRODUCER (512)451-6551 FAX (512)454-0183
Central Insurance Agency, Inc.
6000 N. Lamar Blvd.
Austin, TX 78752

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 VSL INC
3716 S. US. HWY 281
EDINBURG, TX 78539

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A Progressive County Mutual	29203
INSURER B Texas Mutual Insurance Company	055
INSURER C	
INSURER D	
INSURER E	

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
		GENERAL LIABILITY				EACH OCCURRENCE	$
		☐ COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	$
		☐ CLAIMS MADE ☐ OCCUR				MED EXP (Any one person)	$
						PERSONAL & ADV INJURY	$
		GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE	$
		☐ POLICY ☐ PRO-JECT ☐ LOC				PRODUCTS - COMP/OP AGG	$
A		AUTOMOBILE LIABILITY	06117138-0	12/20/2007	12/20/2008	COMBINED SINGLE LIMIT (Ea accident)	$ 500,000
		☐ ANY AUTO					
		☐ ALL OWNED AUTOS				BODILY INJURY (Per person)	$
		☒ SCHEDULED AUTOS					
		☐ HIRED AUTOS				BODILY INJURY (Per accident)	$
		☐ NON-OWNED AUTOS					
						PROPERTY DAMAGE (Per accident)	$
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		☐ ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	$
		☐ OCCUR ☐ CLAIMS MADE				AGGREGATE	$
		☐ DEDUCTIBLE					$
		☐ RETENTION $					$
							$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	TBD	12/21/2007	12/21/2008	WC STATU-TORY LIMITS ☐ OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	$ 100,000
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	$ 100,000
						E.L. DISEASE - POLICY LIMIT	$ 500,000
		OTHER					

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

Certificate Holder is named as Additional Insured with respect to the Auto Liability Policy as requested by written contract.

CERTIFICATE HOLDER

Rolando Roli Flores
Hidalgo County Purchasing Department
2812 S. Business 281
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Scott Raper/CIA13

©ACORD CORPORATION 1988

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/2/2008

PRODUCER
CENTRAL INSURANCE AGENCY, INC.
8000 N LAMAR BLVD
AUSTIN, TX 78752

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
VSL, INC.
3716 S. US HWY 281
Edinburg, TX 78539

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: EVANSTON INSURANCE COMPANY	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC	CL421400381	12/28/2007	12/28/2008	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ $500,000 $ $50,000 $ $1,000 $ $500,000 $ $1,000,000 $ $1,000,000
		AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
		GARAGE LIABILITY [ ] ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
		EXCESS/UMBRELLA LIABILITY [ ] OCCUR [ ] CLAIMS MADE [ ] DEDUCTIBLE [ ] RETENTION $				EACH OCCURRENCE AGGREGATE	$ $ $ $ $
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				[ ] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
		OTHER					

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

CERTIFICATE HOLDER

ROLANDO ROLI FLORES
HIDALGO COUNTY PURCHASING DEPT
2812 S BUSINESS 281
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2001/08)

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AI-12711 **21.O.2.**

Recertification for Martha L. Salazar

CC REGULAR

Date:	12/16/2008
Submitted By:	Nielda Cavazos, PURCHASING DEPT.
Submitted For:	Nielda Cavazos
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department
Purchasing only:	Co. Wide

Information

CAPTION

Approval to submit an application for recertification with the Universal of Public Purchasing Certification Council (UPPCC) for Martha L. Salazar, CPPB Hidalgo County Purchasing Agent.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1100-415-18-160-001-0-810

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

BUDGETARY IMPACT:

Requisition# 00144732 has $200.00 which is the cost for renewal of certification from UPPCC.

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department (Originator)	Marty Salazar	12/11/2008 12:00 PM	APRV
2	Budget & Management	Veronica Lopez	12/11/2008 02:51 PM	APRV
3	Roland Garcia	Rolando Garcia	12/11/2008 03:33 PM	APRV
4	Auditor's Office	Linda Fong	12/12/2008 12:19 PM	APRV

Form Started By: Nielda Cavazos Started On: 12/09/2008 02:43 PM

Final Approval Date: 12/12/2008

AI-12857 **22.A.**

Interdepartmental transfer - Longevity Pay Human Services

CC REGULAR

Date:	12/16/2008
Submitted By:	Manuel Chapa, BUDGET & MANAGEMENT
Department:	BUDGET & MANAGEMENT
Agenda Category:	Budget and Management

Information

CAPTION

Human Services:
Approval of 2008 interdepartmental transfer from Countywide Administration - Contingency to Human Services - Longevity Pay (1100) in the amount of $550.00.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1100-415-00-115-002-0-899

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

BUDGETARY IMPACT:

8-1100-415-00-115-002-0-899-->8-1100-444-00-240-001-0-115 $550.00
Available balance as of 12-12-08 $77,700.32

Attachments

Link: interdept transfer

Form Routing/Status

Form Started By: Manuel Chapa	Started On: 12/12/2008 04:25 PM
Final Approval Date: 12/12/2008	

DATE: **December 12, 2008**

DEPARTMENT HEAD: **Valde Guerra** **AI# 12857**

DEPARTMENT NAME: **Dept. of Budget & Management for Human Services Dept.**

ACCOUNT NUMBER: **8-1100-444-00-240-001-0-115**

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) AMOUNT
8-1100-415-00-115-002-0-899	Co. Wide Adm - Contingency	(550.00)
8-1100-444-00-240-001-0-115	Human Services - Longevity Pay	550.00
	TOTAL BUDGET INCREASE (DECREASE)	**0.00**

REASON: **Interdepartmental transfer from Co. Wide Adm. - Contingency to Human Services in the total amount of $550.00 to cover a negative balance of $37.50 as of PP 24, and also to fund Longevity Pay for the remaining of 2008.**

DEPARTMENT HEAD SIGNATURE

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

AI-12855 **22.B.**

Interdept. Transfer- Contingency

CC REGULAR

Date:	12/16/2008
Submitted By:	Veronica Lopez, BUDGET & MANAGEMENT
Submitted For:	Valde Guerra
Department:	BUDGET & MANAGEMENT
Agenda Category:	Budget and Management

Information

CAPTION

Pct 2 CRC S Tower Road:
Approval of 2008 interdepartmental transfer from County Wide Administration to Pct 2 CRC S Tower Road (1100) in the amount of $21,761.60, to fund needed computer equipment.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1100-4XX-00-1XX-0XX-0-XXX

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

BUDGETARY IMPACT:

Funds available as of 12-12-08.

Attachments

Link: Interdept. Transfer- Cont.

Link: PO 614169

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	12/12/2008 04:38 PM	APRV
2	Dale Kennan	Dale Kennan	12/12/2008 05:03 PM	APRV
3	Auditor's Office		12/12/2008 05:24 PM	NEW

Form Started By: Veronica Lopez Started On: 12/12/2008 04:22 PM

Final Approval Date: 12/12/2008

DATE: December 12, 2008

DEPARTMENT HEAD: Valde Guerra

DEPARTMENT NAME: Dept. of Budget & Management for Pct #2- CRC S Tower Road

ACCOUNT NUMBER: 8-1100-4XX-00-1XX-0XX-0-XXX

2008
Transfer
AI-12855

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 (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C.

INCREASE / DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
FROM		
8-1100-415-00-115-002-0- 899	CO WIDE ADMIN - CONTINGENCY	(21,761.60)
TO		
8-1100-466-00-122-082-0- 745	Pct 2 CRC S Tower Rd- Computer Equipment	20,148.80
8-1100-466-00-122-082-0- 665	Pct 2 CRC S Tower Rd- Minor Computer Equipment	1,612.80
	TOTAL BUDGET INCREASE (DECREASE)	0.00

REASON: Transfer needed for Pct 2 CRC S Tower Road expected expenditres.

Approved by

COMMISSIONERS COURT

____/____/____
DATE

ATTEST, COUNTY CLERK

Purchase Order Inquiry - FUINQ01A 9/17/2007 5:30 pm

PO Number 614159
PO Date 12-10-2008
Requisition No 00144376
Owner YJACKSON
PO Type

Vendor No 327913
Vendor Name CALENCE LLC
Address 1560 WEST FOUNTAINHEAD PARKWAY
2ND FLOOR
TEMPE, AZ 85282

PO Total **21,761.60**
Payment Total

Detail | Header | Payment Info | Journals

Line No	Quantity Ordered	Quantity Received	Description	Unit Price	Amount
1	4		#WS-C3750-48PS-S CATALYST 3750 48 10/100 PoE+4 SFP STANDAI	4,757.200	19,028.80
2	1		#CAB-STACK-50CM (4) CISCO STACKWISE 50CM STACKING	.000	.00
3	1		#CAP-AC (4) POWER CORD, 110V	.000	.00
4	4		#CON-SNT-3750-48PS SMARTNET 8X5XNBD CATALYST 3750 48 10/	403.200	1,612.80
5	4		#GLC-SX-MM-GE SFP, LC CONNECTOR SX TRANSCEIVER	280.000	1,120.00
6	1		QUOTE # Q-089335-1		.00

Total **21,761.60**

Account Number	Description	Amount	Amount Liq
8-1100-466-00-122-082-0-745 ✓	PCT 2 CRC S TOWER RD-COMPUTER EQUIPME	20,148.80	.00
8-1100-466-00-122-082-0-665 ✓	PCT 2 CRC S TOWER RD-MINOR COMPUTER E(	1,612.80	.00

$ 21,761.60

✓

AI - 12855

AI-12853 **22.C.**

2008 BA & Interdpt for Precinct 3 Sanitation for Heavy Equipment

CC REGULAR

Date:	12/16/2008
Submitted By:	Dale Kennan, BUDGET & MANAGEMENT
Submitted For:	Precinct 3 Sanitation
Department:	BUDGET & MANAGEMENT
Agenda Category:	Budget and Management

Information

CAPTION

DBM & Precinct 3 Sanitation:
1. Approval of 2008 appropriation of funds from General Fund unreserved fund balance into County Wide Administration (1100) in the amount of $500,000.00 to facilitate the purchase of Heavy Equipment for Precinct 3 Sanitation.

2. Approval of 2008 interdepartmental transfer from County Wide Administration to Precinct 3 Sanitation (1100) in the amount of $817,149.51 for the purchase of heavy equipment.

BACKGROUND

Purchase request on AI-12836

Fiscal Impact

FISCAL YEAR: **ACCT. #:** 8-1100-415-00-115-002-0-899

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

BUDGETARY IMPACT:

Appropriation of funds in the amount of $500,000.00. Funding available as of 12/12/08.

FISCAL YEAR: **ACCT. #:** 8-1100-432-00-123-001-0-742

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

BUDGETARY IMPACT:

From 8-1100-415-00-115-002-0-899 to 8-1100-432-00-123-001-0-742 in the amount of $817,149.51. Funding is contingent on item #1 and pending Salary Sweep.

Attachments

Link: 2008 BA for Co. Wide Admin. (1100)

Link: 2008 Interdpt for Pct. 3-Sanitation (1100)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	12/12/2008 03:55 PM	APRV

2	Manuel Chapa	12/12/2008 05:24 PM	NEW
3	Auditor's Office	12/12/2008 05:24 PM	NEW

Form Started By: Dale Kennan

Started On: 12/12/2008 03:19 PM

Final Approval Date: 12/12/2008

DATE: December 12, 2008

2008
Appropriation

DEPARTMENT HEAD: Valde Guerra

DEPARTMENT NAME: Dept. of Budget & Mgmt. for County Wide Administration (1100)

ACCOUNT NUMBER: 8-1100-415-00-115-002-0-899

Contact Person: Dale Kennan **Ph#:** (956) 292-7025 Ext. 5406

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT
8-1100-415-00-115-002-0-899	CO WIDE ADM-CONTINGENCY	500,000.00
	TOTAL BUDGET INCREASE (DECREASE)	$ 500,000.00

REASON: To appropriate funding in the amount of $500000 into CO WIDE ADM-CONTINGENCY to cover the future purchase of Heavy Equipment for Precinct 3 Sanitation.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

DATE: December 12, 2008

2008
Transfer

DEPARTMENT HEAD: Valde Guerra

DEPARTMENT NAME: Department of Budget & Management for Sanitation Pct. 3 (1100)

ACCOUNT NUMBER: 8-1100-4XX-00-1XX-00X-0-XXX

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

Contact: Dale Kennan
Ph#: 292-7025 Ext. 5406

Honorable Commissioners' Court of Hidalgo County:

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

ACCOUNT NUMBER	ACCOUNT NAME	INCREASE (DECREASE) AMOUNT
8-1100-415-00-115-002-0-899	CO WIDE ADM-CONTINGENCY	(817,149.51)
8-1100-432-00-123-001-0-742	SANITATION PCT.3-HEAVY EQUIPMENT	$817,149.51
	TOTAL BUDGET INCREASE (DECREASE)	**0.00**

REASON:
Transfer from CO WIDE ADM-CONTINGENCY to SANITATION PCT.3-HEAVY EQUIPMENT to fund future Heavy Equipment purchase.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

AI-12842 **22.D.**

Settlement Check/Headstart

CC REGULAR

Date:	12/16/2008
Submitted By:	Aida Alvarez, SAFETY DIVISION
Submitted For:	Roy Quintanilha
Department:	SAFETY DIVISION
Agenda Category:	Budget and Management

Information

CAPTION

Requesting approval to accept settlement check from Sentry Select Insurance Company for the amount of $887.36 for an auto acccident with County vehicle (Headstart).

BACKGROUND

DOL: 10/10/08
8-1100-360-00-000-005-0-000

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	12/12/2008 10:52 AM	APRV
2	Damaris San Miguel		12/12/2008 05:24 PM	NEW
Form Started By: Aida Alvarez			Started On: 12/12/2008 10:47 AM	
Final Approval Date: 12/12/2008				

AI-12828 **22.E.**

2008 BA for CO 2006-Head Start Kitchen (1336)

CC REGULAR

Date:	12/16/2008
Submitted By:	Dale Kennan, BUDGET & MANAGEMENT
Submitted For:	CO 2006-Head Start Kitchen (1336)
Department:	BUDGET & MANAGEMENT
Agenda Category:	Budget and Management

Information

CAPTION

Certificate of Obligation Series 2006:
Approval of 2008 appropriation for Certificate of Obligation Series 2006-Head Start Kitchen (1336) in the amount of $6,270.00 to cover current negative balance.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:** 8-1336-444-00-220-032-0-720

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

BUDGETARY IMPACT:

Appropriation of $6,270.00 to cover negative balance. Funding available for appropriation as of 12/11/08.

Attachments

Link: 2008 BA for CO 2006-Head Start Kitchen (1336)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	12/11/2008 03:32 PM	APRV
2	Rey Salazar	Rey Salazar	12/12/2008 01:59 PM	APRV
3	Auditor's Office		12/12/2008 05:24 PM	NEW

Form Started By: Dale Kennan — Started On: 12/11/2008 02:19 PM

Final Approval Date: 12/12/2008

DATE: December 11, 2008

DEPARTMENT HEAD: Valde Guerra

DEPARTMENT NAME: Dept. of Budget & Mgmt. for the C.O.2006-B&G-Head Start Kitchen

ACCOUNT NUMBER: 8-1336-444-00-220-032-0-720

Contact Person: Dale Kennan **Ph#:** (956) 292-7025 Ext. 5406

2008
Appropriation

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT
8-1336-444-00-220-032-0-720	C.O.2006-B&G-HEAD START KITCHEN-BUILDING	6,270.00
	TOTAL BUDGET INCREASE (DECREASE)	$ 6,270.00

REASON: To appropriate funding in the amount of $6270 into C.O.2006-B&G-HEAD START KITCHEN-BUILDING to cover negative balance.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-12825 **22.F.**

2008 BA for Self-Funded Workers' Compensation Fund (2202)
CC REGULAR

Date: 12/16/2008
Submitted By: Dale Kennan, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Category: Budget and Management

Information

CAPTION

Self-Funded Workers' Compensation:
Approval of 2008 appropriation of funds for the Self-Funded Workers' Compensation fund (2202) in the total amount of $50,000.00.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:** 8-2202-419-50-115-060-0-141
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Appropriation of $50,000.00 to fund negative balance and through the end of 2008. Funding available for appropriation as of 12/11/08.

Attachments

Link: 2008 BA for Self-Funded Workers' Comp (2202)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	12/11/2008 03:30 PM	APRV
2	Manuel Chapa	Manuel Chapa	12/11/2008 04:13 PM	APRV
3	Auditor's Office	Linda Fong	12/12/2008 12:29 PM	APRV
4	Purchasing Department	Marty Salazar	12/12/2008 12:46 PM	APRV

Form Started By: Dale Kennan Started On: 12/11/2008 01:38 PM

Final Approval Date: 12/12/2008

DATE: December 11, 2008

DEPARTMENT HEAD: Valde Guerra

DEPARTMENT NAME: Dept. of Budget & Mgmt. for Self-funded Workers' Comp (2202)

ACCOUNT NUMBER: 8-2202-419-50-115-065-0-141

Contact Person: Dale Kennan **Ph#:** (956) 292-7025 Ext. 5406

2008
Transfer

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT
8-2202-419-50-115-060-0-141	HIDALGO CO W/C-LOST WAGES	50,000.00
	TOTAL BUDGET INCREASE (DECREASE)	$ 50,000.00

REASON: To appropriate funding for HIDALGO CO W/C-LOST WAGES, to cover negative balances and to fund through the end of 2008.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-12800 **22.G.**

2008 appropriation for Hurricane Dolly (1100)

CC REGULAR

Date:	12/16/2008
Submitted By:	Dale Kennan, BUDGET & MANAGEMENT
Submitted For:	HURRICANE DOLLY (1100)
Department:	BUDGET & MANAGEMENT
Agenda Category:	Budget and Management

Information

CAPTION

Approval of 2008 appropriation from General Fund (1100) Fund Balance to Hurricane Dolly (1100) in the amount of $585,554.31, to fund the repairs of various buildings damaged during the Hurricane Dolly event.

BACKGROUND

Originally approved CC 12/9/08 AI-12681 15.G.4

Fiscal Impact

FISCAL YEAR: **ACCT. #:** 8-1100-415-00-115-072-0-431

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

BUDGETARY IMPACT:

Appropriation in the amount of $585,554.31; funding available for appropriation as of 12/10/08.

Attachments

Link: 2008 BA for Hurricane Dolly (1100)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	12/11/2008 08:56 AM	APRV
2	Manuel Chapa	Manuel Chapa	12/11/2008 01:36 PM	APRV
3	Auditor's Office	Linda Fong	12/12/2008 12:27 PM	APRV
4	Purchasing Department	Marty Salazar	12/12/2008 12:40 PM	APRV

Form Started By: Dale Kennan Started On: 12/10/2008 04:58 PM

Final Approval Date: 12/12/2008

DATE: December 10, 2008

DEPARTMENT HEAD: Valde Guerra

DEPARTMENT NAME: Dept. of Budget & Mgmt. for HURRICANE DOLLY (1100)

ACCOUNT NUMBER: 8-1100-415-00-115-072-0-431

Contact Person: Dale Kennan **Ph#:** (956) 292-7025 Ext. 5406

2008
Appropriation

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT
8-1100-415-00-115-072-0-431	HURRICANE DOLLY-BLDG R&M SERVICE	585,554.31
	TOTAL BUDGET INCREASE (DECREASE)	$ 585,554.31

REASON: To appropriate funding in the amount of $585,554.31 into HURRICANE DOLLY-BLDG R&M SERVICE to cover repair cost for various buildings damaged during the hurricane Dolly event.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-12769 **22.H.**

Pct. #4 Interdepartmental Transfer to fund Drainage Improvement Projects

CC REGULAR

Date: 12/16/2008
Submitted By: Jr. Munoz, COMM. PCT. #4
Department: COMM. PCT. #4
Agenda Category: Budget and Management

Information

CAPTION

Pct#4 - Drainage Improvement Project (1204):
Approval of 2008 interdepartmental transfer within Pct. #4 from R & B to Drainage Improvement Project (1204) in the total amount of $13,200.00.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1204-431-00-124-007-0-734
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

8-1204-431-00-124-007-0-734-->8-1204-431-00-124-036-0-XXX $13,200.00

Available balance as of 12-11-08 $54,429.88

Attachments

Link: interdept. transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	12/10/2008 04:13 PM	APRV
2	Manuel Chapa	Manuel Chapa	12/11/2008 03:20 PM	APRV
3	Auditor's Office	Linda Fong	12/12/2008 12:27 PM	APRV
4	Purchasing Department	Marty Salazar	12/12/2008 12:39 PM	APRV

Form Started By: Jr. Munoz Started On: 12/10/2008 03:32 PM

Final Approval Date: 12/12/2008

DATE: **December 10, 2008**

DEPARTMENT HEAD: **Commissioner Oscar L. Garza Jr** **AI# 12769**

DEPARTMENT NAME: **Hidalgo County Pct. #4 - Road & Bridge**

ACCOUNT NUMBER: **8-1204-431-00-124-0XX-0-XXX**

SUBJECT: **Interdepartmental Transfer**

CONTACT PERSON: **Rumaldo Munoz Jr.** **PH# : 956-383-3112**

Honorable Commissioners' Court of Hidalgo County:

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

ACCOUNT NUMBER	ACCOUNT NAME	INCREASE (DECREASE) AMOUNT
8-1204-431-00-124-007-0-734	Pct. #4 Road & Bridge - Subdivision Streets	(13,200.00)
8-1204-431-00-124-036-0-613	Pct. #4 Drain Imprv - Safety Supplies	600.00
8-1204-431-00-124-036-0-663	Pct. #4 Drain Imprv - Small Tools	600.00
8-1204-431-00-124-036-0-664	Pct. #4 Drain Imprv - Other Minor Equipment	5,000.00
8-1204-431-00-124-036-0-748	Pct. #4 Drain Imprv - Other Equipmet	7,000.00
	TOTAL BUDGET INCREASE (DECREASE)	**0.00**

REASON: **Interdepartmental transfer within Pct. #4 from R&B to Drain Imprv. Project in the amount of $13,200.00 to cover requistion #145044.**

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /

DATE

ATTEST COUNTY CLERK

AI-12745 **22.I.**

Interdepartmental Transfer- Funding Supplemental Pay for Solid Waste Enforcement Officer

CC REGULAR

Date:	12/16/2008
Submitted By:	Rosie Cantu, BUDGET & MANAGEMENT
Submitted For:	Commissioner Precinct No. 3
Department:	BUDGET & MANAGEMENT
Agenda Category:	Budget and Management

Information

CAPTION

Approval of 2008 Interdepartmental Transfer in the amount of $111.29 from County Wide Contingency to Commissioner Precinct No. 3 Sanitation for funding supplemental pay to Solid Waste Enforcement position.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1100-415-00-115-002-0-899

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

BUDGETARY IMPACT:

Available balance as of 12/10/08

Attachments

Link: Interdepartmental Transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	12/10/2008 02:07 PM	APRV
2	Erika Reyna	Erika Reyna	12/10/2008 02:35 PM	APRV
3	Auditor's Office	Linda Fong	12/12/2008 12:24 PM	APRV
4	Purchasing Department	Marty Salazar	12/12/2008 12:39 PM	APRV

Form Started By: Rosie Cantu Started On: 12/10/2008 11:49 AM

Final Approval Date: 12/12/2008

BUDGET INTER-DEPARTMENTAL TRANSFER

DATE: December 10, 2008

AI-12745

DEPARTMENT HEAD: VALDE GUERRA

DEPARTMENT NAME: DEPT OF BUDGET & MANAGEMENT FOR COMMISIONER PCT NO. 3

ACCOUNT NUMBER: 8-1100-4XX-00-1XX-00X-0-XXX-SANITATION

CONTACT PERSON: ROSIE CANTU **TELEPHONE NO.** (956) 292-7025

SUBJECT: Interdepartmental Transfer/s

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.

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
FROM		
8-1100-415-00-115-002-0- 899	CO WIDE ADM-CONTINGENCY	(111.29)
TO		
8-1100-432-00-123-001-0- 117	SANITATION PCT.3-SUPPLEMENTAL PAY	91.60
8-1100-432-00-123-001-0- 220	SANITATION PCT.3-FICA	7.01
8-1100-432-00-123-001-0- 230	SANITATION PCT.3-RETIREMENT	8.04
8-1100-432-00-123-001-0- 250	SANITATION PCT.3-UNEMPLOYMENT COMP	0.46
8-1100-432-00-123-001-0- 260	SANITATION PCT.3-WORKERS COMP	4.18
	TOTAL BUDGET INCREASE (DECREASE)	(0.00)

REASON: INTERDEPARTMENTAL TO FUND SUPPLEMENTAL PAY (ADVANCED CERTIFICATION) FOR ONE SOLID WASTE ENFORCEMENT OFFICER POSITIION, SLOT NO. 0025. ADVANCED CERTIFICATION= $1,200.00 PER YEAR. TRANSFER AMOUNT PRORATED FROM HIRE DATE OF 12/04/08 TO 12/31/2008.

DEPARTMENT HEAD SIGNATURE

/ /

DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-12717 **22.J.**

Settlement Check from Loya Ins Agency

CC REGULAR

Date:	12/16/2008
Submitted By:	Aida Alvarez, SAFETY DIVISION
Submitted For:	Roy Quintanilha
Department:	SAFETY DIVISION
Agenda Category:	Budget and Management

Information

CAPTION

Requesting approval to accept settlement check from Fred Loya Insurance Agency for the amount of $1,207.81 for an auto accident with county vehicle (Sheriff Office).

BACKGROUND

DOL: 10/28/08
Acct #: 8-1100-360-00-000-005-0-000

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	12/10/2008 08:59 AM	APRV
2	Damaris San Miguel	Damaris San Miguel	12/10/2008 10:13 AM	APRV
3	Auditor's Office	Linda Fong	12/12/2008 12:23 PM	APRV
4	Purchasing Department	Marty Salazar	12/12/2008 12:37 PM	APRV
Form Started By: Aida Alvarez			Started On: 12/09/2008 04:12 PM	
Final Approval Date: 12/12/2008				

AI-12716 **22.K.**

Overtime Wages- Interlocal agreement between Drainage Distrcit No. 1 and Constable Pct. No. 3

CC REGULAR

Date:	12/16/2008
Submitted By:	Rosie Cantu, BUDGET & MANAGEMENT
Submitted For:	Constable Precinct No. 3
Department:	BUDGET & MANAGEMENT
Agenda Category:	Budget and Management

Information

CAPTION

Approval of 2008 Interdepartmental Transfer in the amount of $12,385.37 to fund overtime wages and associated fringes for various Constable Precinct No. 3 Deputies as per the Interlocal agreement between Drainage District No. 1 and Hidalgo County Constable Precinct No. 3 approved by CC on 07/22/2008.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1100-415-00-115-002-0-899

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

BUDGETARY IMPACT:

Available balance as of 12/09/08.rc

Attachments

Link: Interdepartmental

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	12/10/2008 08:57 AM	APRV
2	Erika Reyna	Erika Reyna	12/10/2008 02:28 PM	APRV
3	Auditor's Office	Linda Fong	12/12/2008 12:21 PM	APRV
4	Purchasing Department	Marty Salazar	12/12/2008 12:37 PM	APRV

Form Started By: Rosie Cantu Started On: 12/09/2008 03:57 PM

Final Approval Date: 12/12/2008

BUDGET INTER-DEPARTMENTAL TRANSFER

DATE: December 9, 2008

AI-12716

DEPARTMENT HEAD: VALDE GUERRA

DEPARTMENT NAME: DEPT OF BUDGET & MANAGEMENT FOR CONSTABLE PCT NO. 3

ACCOUNT NUMBER: 8-1100-4XX-00-XXX-0XX0-XXX

CONTACT PERSON: ROSIE CANTU **TELEPHONE NO.** (956) 292-7025

SUBJECT: Interdepartmental Transfer/s

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.

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME	AMOUNT
FROM			
8-1100-415-00-115-002-0-	899	CO WIDE ADM-CONTINGENCY	(12,385.37)
TO			
8-1100-421-00-293-012-0-	131	NEW-(CONSTABLE PCT. NO. 3)- OVERTIME	10,194.57
8-1100-421-00-293-012-0-	220	NEW-(CONSTABLE PCT. NO. 3)-FICA	779.88
8-1100-421-00-293-012-0-	230	NEW-(CONSTABLE PCT. NO. 3)-RETIREMENT	895.08
8-1100-421-00-293-012-0-	250	NEW-(CONSTABLE PCT. NO. 3)-UNEMPLOYMENT COMP	50.97
8-1100-421-00-293-012-0-	260	NEW-(CONSTABLE PCT. NO. 3)-WORKERS' COMP	464.87
		TOTAL BUDGET INCREASE (DECREASE)	(0.00)

REASON: INTERDEPARTMENTAL TO FUND THE OVERTIME WAGES AND ASSOCIATED FRINGES FOR VARIOUS CONSTABLE PCT. NO. 3 DEPUTIES AS PER THE INTERLOCAL AGREEMENT BETWEEN DRAINAGE DISTRICT NO. 1 AND HIDALGO COUNTY CONSTABLE PCT. NO. 3 APPROVED BY CC ON 07/22/2008.

DEPARTMENT HEAD SIGNATURE

/ /

DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-12854 **22.L.**

General Fund Salary Sweep

CC REGULAR

Date:	12/16/2008
Submitted By:	Veronica Lopez, BUDGET & MANAGEMENT
Submitted For:	Valde Guerra
Department:	BUDGET & MANAGEMENT
Agenda Category:	Budget and Management

Information

CAPTION

General Fund Salary Sweep:
Requesting authorization and approval to transfer General Fund lapsed salaries and related fringe benefits from various departments to the Countywide Administration-Contingency account. The sweep included salaries, fica, retirement, and unemployment compensation.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:** 8-1100-415-00-115-002-0-899

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

BUDGETARY IMPACT:

Sweep of lapsed salary into County Wide Administration-Contingency.

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	12/12/2008 03:59 PM	APRV
2	Dale Kennan	Dale Kennan	12/12/2008 04:13 PM	APRV
3	Auditor's Office		12/12/2008 05:24 PM	NEW

Form Started By: Veronica Lopez — Started On: 12/12/2008 03:39 PM

Final Approval Date: 12/12/2008

AI-12840 **23.D.**

Cause No. C-1374-08-I

CC REGULAR

Date:	12/16/2008
Submitted By:	Norma Silva, BUDGET & MANAGEMENT
Submitted For:	Valde Guerra
Department:	BUDGET & MANAGEMENT
Agenda Category:	Closed Session

Information

CAPTION

Cause No.: C-1374-08-I; Dolores Nava Huerta vs Hidalgo County

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	12/12/2008 10:53 AM	APRV
2	Auditor's Office		12/12/2008 05:24 PM	NEW

Form Started By: Norma Silva Started On: 12/12/2008 10:09 AM

Final Approval Date: 12/12/2008

AI-12774 **23.E.**

Cause No.: C2837-08-E

CC REGULAR

Date:	12/16/2008
Submitted By:	Norma Silva, BUDGET & MANAGEMENT
Submitted For:	Valde Guerra
Department:	BUDGET & MANAGEMENT
Agenda Category:	Closed Session

Information

CAPTION

Cause No.: C-2837-08-E; Neal M. Dorsch, Et Al vs Hidalgo County Appraisal District

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	12/10/2008 03:55 PM	APRV
2	Auditor's Office	Linda Fong	12/12/2008 08:53 AM	APRV
3	Purchasing Department	Marty Salazar	12/12/2008 12:39 PM	APRV

Form Started By: Norma Silva — Started On: 12/10/2008 03:47 PM

Final Approval Date: 12/12/2008

AI-12733 **23.F.**

Claim of Adabel Gonzalez

CC REGULAR

Date:	12/16/2008
Submitted By:	Aida Alvarez, SAFETY DIVISION
Submitted For:	Valde Guerra
Department:	SAFETY DIVISION
Agenda Category:	Closed Session

Information

CAPTION

Claim of Adabel Gonzalez

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	12/10/2008 09:53 AM	APRV
2	Auditor's Office	Linda Fong	12/12/2008 08:52 AM	APRV
3	Purchasing Department	Marty Salazar	12/12/2008 12:37 PM	APRV
Form Started By: Aida Alvarez			Started On: 12/10/2008 09:43 AM	
Final Approval Date: 12/12/2008				

AI-12727 **23.G.**

Claim of Camilo Pulido

CC REGULAR

Date:	12/16/2008
Submitted By:	Aida Alvarez, SAFETY DIVISION
Submitted For:	Valde Guerra
Department:	SAFETY DIVISION
Agenda Category:	Closed Session

Information

CAPTION

Claim of Camilo Pulido

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	12/10/2008 09:03 AM	APRV
2	Auditor's Office	Linda Fong	12/12/2008 08:51 AM	APRV
3	Purchasing Department	Marty Salazar	12/12/2008 12:37 PM	APRV
Form Started By: Aida Alvarez			Started On: 12/10/2008 08:43 AM	
Final Approval Date: 12/12/2008				

AI-12725 **23.H.**

Claim of Scott Roeder

CC REGULAR

Date:	12/16/2008
Submitted By:	Aida Alvarez, SAFETY DIVISION
Submitted For:	Valde Guerra
Department:	SAFETY DIVISION
Agenda Category:	Closed Session

Information

CAPTION

Claim of Scott Roeder

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	12/10/2008 09:03 AM	APRV
2	Auditor's Office	Linda Fong	12/12/2008 08:51 AM	APRV
3	Purchasing Department	Marty Salazar	12/12/2008 12:37 PM	APRV
Form Started By: Aida Alvarez			Started On: 12/10/2008 08:39 AM	
Final Approval Date: 12/12/2008				

AI-12723 **23.I.**

Claim of Rachel Denise Devine

CC REGULAR

Date:	12/16/2008
Submitted By:	Aida Alvarez, SAFETY DIVISION
Submitted For:	Valde Guerra
Department:	SAFETY DIVISION
Agenda Category:	Closed Session

Information

CAPTION

Claim of Rachel Denise Devine

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	12/10/2008 09:02 AM	APRV
2	Auditor's Office	Linda Fong	12/12/2008 08:50 AM	APRV
3	Purchasing Department	Marty Salazar	12/12/2008 12:37 PM	APRV

Form Started By: Aida Alvarez — Started On: 12/10/2008 08:34 AM

Final Approval Date: 12/12/2008

AI-12845 **23.J.**

Claim of Araceli Vargas

CC REGULAR

Date:	12/16/2008
Submitted By:	Aida Alvarez, SAFETY DIVISION
Submitted For:	Valde Guerra
Department:	SAFETY DIVISION
Agenda Category:	Closed Session

Information

CAPTION

Claim of Araceli Vargas

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	12/12/2008 01:28 PM	APRV
2	Auditor's Office		12/12/2008 05:24 PM	NEW

Form Started By: Aida Alvarez — Started On: 12/12/2008 11:47 AM

Final Approval Date: 12/12/2008

AI-12847 **23.K.**

Claim of Maria Espinoza

CC REGULAR

Date:	12/16/2008
Submitted By:	Aida Alvarez, SAFETY DIVISION
Submitted For:	Valde Guerra
Department:	SAFETY DIVISION
Agenda Category:	Closed Session

Information

CAPTION

Claim of Maria Espinoza

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	12/12/2008 01:29 PM	APRV
2	Auditor's Office		12/12/2008 05:24 PM	NEW

Form Started By: Aida Alvarez — Started On: 12/12/2008 11:51 AM

Final Approval Date: 12/12/2008

AI-12841 **24.D.**

Cause No.: C-1374-08-I

CC REGULAR

Date:	12/16/2008
Submitted By:	Norma Silva, BUDGET & MANAGEMENT
Submitted For:	Valde Guerra
Department:	BUDGET & MANAGEMENT
Agenda Category:	Open Session

Information

CAPTION

Cause No.: C-1374-08-I; Dolores Nava Huerta vs County of Hidalgo

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	12/12/2008 10:53 AM	APRV
2	Auditor's Office		12/12/2008 05:24 PM	NEW

Form Started By: Norma Silva Started On: 12/12/2008 10:12 AM

Final Approval Date: 12/12/2008

AI-12777 **24.E.**

Cause No.: C-2837-08-E

CC REGULAR

Date:	12/16/2008
Submitted By:	Norma Silva, BUDGET & MANAGEMENT
Submitted For:	Valde Guerra
Department:	BUDGET & MANAGEMENT
Agenda Category:	Open Session

Information

CAPTION

Cause No. C-2837-08-E Neal M. Dorsch, Et Al vs Hidalgo county Appraisal District

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	12/10/2008 03:56 PM	APRV
2	Auditor's Office	Linda Fong	12/12/2008 08:54 AM	APRV
3	Purchasing Department	Marty Salazar	12/12/2008 12:39 PM	APRV

Form Started By: Norma Silva — Started On: 12/10/2008 03:49 PM

Final Approval Date: 12/12/2008

AI-12735 **24.F.**

Claim of Adabel Gonzalez

CC REGULAR

Date:	12/16/2008
Submitted By:	Aida Alvarez, SAFETY DIVISION
Submitted For:	Valde Guerra
Department:	SAFETY DIVISION
Agenda Category:	Open Session

Information

CAPTION

Claim of Adabel Gonzalez

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	12/10/2008 09:53 AM	APRV
2	Auditor's Office	Linda Fong	12/12/2008 08:53 AM	APRV
3	Purchasing Department	Marty Salazar	12/12/2008 12:37 PM	APRV
Form Started By: Aida Alvarez			Started On: 12/10/2008 09:44 AM	
Final Approval Date: 12/12/2008				

AI-12728 **24.G.**

Claim of Camilo Pulido

CC REGULAR

Date:	12/16/2008
Submitted By:	Aida Alvarez, SAFETY DIVISION
Submitted For:	Valde Guerra
Department:	SAFETY DIVISION
Agenda Category:	Open Session

Information

CAPTION

Claim of Camilo Pulido

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	12/10/2008 09:03 AM	APRV
2	Auditor's Office	Linda Fong	12/12/2008 08:52 AM	APRV
3	Purchasing Department	Marty Salazar	12/12/2008 12:37 PM	APRV
Form Started By: Aida Alvarez			Started On: 12/10/2008 08:45 AM	
Final Approval Date: 12/12/2008				

AI-12726 **24.H.**

Claim of Scott Roeder

CC REGULAR

Date:	12/16/2008
Submitted By:	Aida Alvarez, SAFETY DIVISION
Submitted For:	Valde Guerra
Department:	SAFETY DIVISION
Agenda Category:	Open Session

Information

CAPTION

Claim of Scott Roeder

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	12/10/2008 09:03 AM	APRV
2	Auditor's Office	Linda Fong	12/12/2008 08:51 AM	APRV
3	Purchasing Department	Marty Salazar	12/12/2008 12:37 PM	APRV
Form Started By: Aida Alvarez			Started On: 12/10/2008 08:41 AM	
Final Approval Date: 12/12/2008				

AI-12724 **24.I.**

Claim of Rachel Denise Devine

CC REGULAR

Date:	12/16/2008
Submitted By:	Aida Alvarez, SAFETY DIVISION
Submitted For:	Valde Guerra
Department:	SAFETY DIVISION
Agenda Category:	Open Session

Information

CAPTION

Claim of Rachel Denise Devine

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	12/10/2008 09:02 AM	APRV
2	Auditor's Office	Linda Fong	12/12/2008 08:50 AM	APRV
3	Purchasing Department	Marty Salazar	12/12/2008 12:37 PM	APRV

Form Started By: Aida Alvarez — Started On: 12/10/2008 08:36 AM

Final Approval Date: 12/12/2008

AI-12846 **24.J.**

Claim of Araceli Vargas

CC REGULAR

Date:	12/16/2008
Submitted By:	Aida Alvarez, SAFETY DIVISION
Submitted For:	Valde Guerra
Department:	SAFETY DIVISION
Agenda Category:	Open Session

Information

CAPTION

Claim of Araceli Vargas

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	12/12/2008 01:29 PM	APRV
2	Auditor's Office		12/12/2008 05:24 PM	NEW

Form Started By: Aida Alvarez — Started On: 12/12/2008 11:49 AM

Final Approval Date: 12/12/2008

AI-12848 **24.K.**

Claim of Maria Espinoza

CC REGULAR

Date:	12/16/2008
Submitted By:	Aida Alvarez, SAFETY DIVISION
Submitted For:	Valde Guerra
Department:	SAFETY DIVISION
Agenda Category:	Open Session

Information

CAPTION

Claim of Maria Espinoza

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	12/12/2008 01:29 PM	APRV
2	Auditor's Office		12/12/2008 05:24 PM	NEW

Form Started By: Aida Alvarez — Started On: 12/12/2008 11:54 AM

Final Approval Date: 12/12/2008