AI-13885 **2.A.**

2008 LIT for Hidalgo County Workers' Comp (2202)

CC CONSENT

Date:	02/17/2009
Submitted By:	Dale Kennan, BUDGET & MANAGEMENT
Submitted For:	Hidalgo County Workers' Comp (2202)
Department:	BUDGET & MANAGEMENT
Agenda Category:	2008 Intradepartmental Transfers:

Information

CAPTION

2008 - Hidalgo County Workers' Comp (2202)

BACKGROUND

Fiscal Impact

FISCAL YEAR: ACCT. #: 8-2202-419-50-115-060-0-XXX

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

BUDGETARY IMPACT:

From 331 to 141 in the amount of $4,162.79 to clear a negative balance. Funding available for transfer as of 2/9/09.

Attachments

Link: 2008 LIT for Hidalgo Co Workers' Comp (2202)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	02/10/2009 10:25 AM	APRV
2	Veronica Ortiz	Veronica Ortiz	02/12/2009 04:53 PM	APRV
3	Auditor's Office		02/13/2009 05:43 PM	NEW

Form Started By: Dale Kennan Started On: 02/09/2009 02:47 PM

Final Approval Date: 02/13/2009

DATE: February 9, 2009

2008
Transfer

DEPARTMENT HEAD: Raul Silguero

DEPARTMENT NAME: Department of Budget & Management for Hidalgo County Workers' Comp (2202)

ACCOUNT NUMBER: 8-2202-419-50-115-060-0-XXX

Contact: Dale Kennan **Ph#:** (956) 292-7025 Ext. 5406

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
331	HIDALGO CO W/C-PHYSICIAN SERVICES	141	HIDALGO CO W/C-LOST WAGES	4,162.79
			TOTAL	4,162.79

REASON:
Transfer from HIDALGO CO W/C-PHYSICIAN SERVICES to HIDALGO CO W/C-LOST WAGES in the amounts of $4,162.79 to fund negative balance in 2008.

DEPARTMENT HEAD SIGNATURE

DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-13955 **2.B.**

2008 HIDTA Chapt. 59 line item transfer to cover negative balance for temp. p/t employ.

CC CONSENT

Date:	02/17/2009
Submitted By:	Ivan Cantu, BUDGET & MANAGEMENT
Submitted For:	Dina Trevino
Department:	BUDGET & MANAGEMENT
Agenda Category:	2008 Intradepartmental Transfers:

Information

CAPTION

2008 - HIDTA Chapter 59 (1251)

BACKGROUND

To cover negative balance for obj. 122 "Temp P/T Empl"

Fiscal Impact

FISCAL YEAR: 2008 ACCT. #: 8-1251-412-00-270-011-0-XXX

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

BUDGETARY IMPACT:

Funds available as of 2-11-09.

Attachments

Link: 2008 HIDTA Chapt. 59 transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Ivan Cantu (Originator)	Ivan Cantu	02/11/2009 01:49 PM	APRV
2	Budget & Management	Veronica Lopez	02/11/2009 02:06 PM	APRV
3	Ana Galvan	Anna Galvan	02/12/2009 02:33 PM	APRV
4	Auditor's Office		02/13/2009 05:43 PM	NEW

Form Started By: Ivan Cantu Started On: 02/11/2009 01:12 PM

Final Approval Date: 02/13/2009

DATE: **February 11, 2009**

2008
Transfer

DEPARTMENT HEAD: **Raul Silguero, Jr.**

DEPARTMENT NAME: **Department of Budget & Management for HIDTA Chapter 59**

ACCOUNT NUMBER: **8-1251-412-00-270-011-0-XXX**

Contact Person: Ivan Cantu **Ph#:** (956) 292-7025 Ext. 5425

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	**TO** OBJECT CODE	OBJECT DESCRIPTION	**AMOUNT**
540	HIDTA Chapter 59-Advertising	122	HIDTA Chapter 59-Temp P/T Empl	13.20
			TOTAL	**13.20**

REASON:
To fund negative balance for the object code stated above for the year 2008.

DEPARTMENT HEAD SIGNATURE

DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-13953 **2.C.**

2008 DA Bad Ck Line Item transfer to cover negative for per p/t employees
CC CONSENT

Date:	02/17/2009
Submitted By:	Ivan Cantu, BUDGET & MANAGEMENT
Submitted For:	Dina Trevino
Department:	BUDGET & MANAGEMENT
Agenda Category:	2008 Intradepartmental Transfers:

Information

CAPTION

2008 - DA Bad Checks (1222)

BACKGROUND

To cover negative balance for obj. 114 "Perm P/T Employees"

Fiscal Impact

FISCAL YEAR: 2008 ACCT. #: 8-1222-412-00-080-006-0-XXX

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

BUDGETARY IMPACT:

Funds available as of 2-11-09.

Attachments

Link: 2008 DA Bad Ck transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Ivan Cantu (Originator)	Ivan Cantu	02/11/2009 01:35 PM	APRV
2	Budget & Management	Veronica Lopez	02/11/2009 02:03 PM	APRV
3	Ana Galvan	Anna Galvan	02/12/2009 02:31 PM	APRV
4	Auditor's Office		02/13/2009 05:43 PM	NEW

Form Started By: Ivan Cantu Started On: 02/11/2009 01:05 PM

Final Approval Date: 02/13/2009

DATE: **February 11, 2009**

2008
Transfer

DEPARTMENT HEAD: **Raul Silguero, Jr.**

DEPARTMENT NAME: **Department of Budget & Management for DA Bad Checks**

ACCOUNT NUMBER: **8-1222-412-00-080-006-0-XXX**

Contact Person: Ivan Cantu **Ph#:** (956) 292-7025 Ext. 5425

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
841	DA Bad Ck-Aid to Govt Agency	114	DA Bad Ck-Perm P/T Employees	94.90
			TOTAL	**94.90**

REASON:
To fund negative balance for the object code stated above for the year 2008.

DEPARTMENT HEAD SIGNATURE

DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-13954 **2.D.**

2008 Line Item Transfer for Parks Pct. 1 (1211) to cover negative balance
CC CONSENT

Date:	02/17/2009
Submitted By:	Ivan Cantu, BUDGET & MANAGEMENT
Submitted For:	Dina Trevino
Department:	BUDGET & MANAGEMENT
Agenda Category:	2008 Intradepartmental Transfers:

Information

CAPTION

2008 - Parks Pct. 1 (1211)

BACKGROUND

To cover negative balance for obj 664 "Other Minor Equipment"

Fiscal Impact

FISCAL YEAR: 2008 ACCT. #: 8-1211-452-00-121-013-0-XXX

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

BUDGETARY IMPACT:

Funds available as of 2-11-09.

Attachments

Link: Parks Pct. 1 transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Ivan Cantu (Originator)	Ivan Cantu	02/11/2009 01:42 PM	APRV
2	Budget & Management	Veronica Lopez	02/11/2009 02:05 PM	APRV
3	Veronica Ortiz	Veronica Ortiz	02/12/2009 04:53 PM	APRV
4	Auditor's Office		02/13/2009 05:43 PM	NEW

Form Started By: Ivan Cantu Started On: 02/11/2009 01:08 PM

Final Approval Date: 02/13/2009

DATE: **February 11, 2009**

2008
Transfer

DEPARTMENT HEAD: **Raul Silguero, Jr.**

DEPARTMENT NAME: **Department of Budget & Management for Parks Pct. 1**

ACCOUNT NUMBER: **8-1211-452-00-121-013-0-XXX**

Contact Person: Ivan Cantu **Ph#:** (956) 292-7025 Ext. 5425

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
746	Parks Pct. 1-Office Furniture	664	Parks Pct. 1-Other Minor Equipment	8,265.24
			TOTAL	8,265.24

REASON:
To fund negative balance for the object code stated above for the year 2008.

DEPARTMENT HEAD SIGNATURE

DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-14003 **2.E.**

Constable Pct. 4: Line Item Transfer
CC CONSENT

Date:	02/17/2009
Submitted By:	Sylvia Solis, BUDGET & MANAGEMENT
Submitted For:	Dina Trevino
Department:	BUDGET & MANAGEMENT
Agenda Category:	2008 Intradepartmental Transfers:

Information

CAPTION

2008 - Constable Pct. 4 (1220)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 ACCT. #: 8-1220-421-00-294-002-0-XXX

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

BUDGETARY IMPACT:

584 --> 583 $63.95; funds available as of 02/12/09.

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Sylvia Solis	Sylvia Solis	02/12/2009 02:43 PM	APRV
2	Budget & Management	Veronica Lopez	02/12/2009 04:08 PM	APRV
3	Veronica Ortiz	Veronica Ortiz	02/13/2009 10:55 AM	APRV
4	Auditor's Office		02/13/2009 05:43 PM	NEW

Form Started By: Sylvia Solis Started On: 02/12/2009 01:48 PM

Final Approval Date: 02/13/2009

DATE: February 12, 2009

2008
Transfer

DEPARTMENT HEAD: Raul Silguero

DEPARTMENT NAME: Department of Budget & Management for Constable Pct. 4 (1220)

ACCOUNT NUMBER: 8-1220-421-00-294-002-0-XXX

Contact Person: Sylvia V. Solis **Ph#:** (956) 292-7025 Ext. 5423

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
584	LEOSE - REGISTRATION FEES	583	LEOSE - TRAVEL OUT OF COUNTY	63.95
			TOTAL	**63.95**

REASON:
To fund negative balance for 2008 year end expenditures.

DEPARTMENT HEAD SIGNATURE

DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-14019 **2.F.**

Line Item Transfer (1204)

CC CONSENT

Date: 02/17/2009
Submitted By: Manuel Chapa, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Category: 2008 Intradepartmental Transfers:

Information

CAPTION

2008 - Precinct#4 - R & B (1204)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 ACCT. #: 8-1204-431-00-124-005-0-XXX

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

BUDGETARY IMPACT:

601-->583 $284.60; available balance as of 2-13-09 $548.91
602-->583 $ 51.88; available balance as of 2-13-09 $455.33

Attachments

Link: Intradept transfer - 1204

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	02/13/2009 11:44 AM	APRV
2	Veronica Ortiz	Veronica Ortiz	02/13/2009 02:39 PM	APRV
3	Auditor's Office		02/13/2009 05:43 PM	NEW

Form Started By: Manuel Chapa Started On: 02/13/2009 07:51 AM

Final Approval Date: 02/13/2009

AI# 14019

DATE: 02/13/09

DEPARTMENT HEAD: Raul Silguero

DEPARTMENT NAME: Budget & Management for - Precinct#4 R & B

ACCOUNT NUMBER: 8-1204-431-00-124-005-0-XXX

SUBJECT: Intra-departmental Transfer/s

Contact Person: Manuel Chapa **Ph# :** 956-292-7025

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 NAME	TO	OBJECT NAME	AMOUNT
601	Office Supplies	583	Travel Out of County	284.60
602	Paper Supplies	583	Travel Out of County	51.88
			TOTAL	336.48

REASON: To cover negative balances to close out the 2008 calendar year.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-14052 **3.A.**

County Wide Administration

CC CONSENT

Date:	02/17/2009
Submitted By:	Sergio Cruz, BUDGET & MANAGEMENT
Department:	BUDGET & MANAGEMENT
Agenda Category:	2009 Intradepartmental Transfers

Information

CAPTION

2009 - County Wide Administration (1100)

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Sergio Cruz	Started On: 02/13/2009 05:34 PM
Final Approval Date: 02/13/2009	

AI-14033 **3.B.**

transfer of funds - office supplies

CC CONSENT

Date: 02/17/2009
Submitted By: Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Department: COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - County Commissioners (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-413-30-115-017-0-XXX

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

BUDGETARY IMPACT:

Available account balance as of 02-13-09

Attachments

Link: TRANSFER

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	02/13/2009 02:17 PM	APRV
2	Veronica Ortiz	Veronica Ortiz	02/13/2009 02:30 PM	APRV
3	Auditor's Office		02/13/2009 05:43 PM	NEW

Form Started By: Monica Badillo Started On: 02/13/2009 01:46 PM

Final Approval Date: 02/13/2009

DATE: **February 13, 2009**

DEPARTMENT HEAD: **COMMISSIONERS' COURT**

DEPARTMENT NAME: **COUNTY COMMISSIONERS**

ACCOUNT NUMBER: **9-1100-413-30-115-017-0**

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	**TO** OBJECT CODE	OBJECT DESCRIPTION	**AMOUNT**
339	Other Prof. Services	601	Office Supplies	3,100.00
			TOTAL	**3,100.00**

REASON: **To purchase office supplies.**

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

AI-14007 **3.C.**

Furniture Transfer

CC CONSENT

Date: 02/17/2009
Submitted By: Angela Garcia, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - Constable Pct. #4 (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-421-00-294-001-0-XXX

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

BUDGETARY IMPACT:

Available account balance as of 02-13-09

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	02/12/2009 04:11 PM	APRV
2	Veronica Ortiz	Veronica Ortiz	02/13/2009 10:55 AM	APRV
3	Auditor's Office		02/13/2009 05:43 PM	NEW

Form Started By: Angela Garcia Started On: 02/12/2009 03:06 PM

Final Approval Date: 02/13/2009

BUDGET INTRADEPARTMENAL TRANSFER REQUEST

DATE: 02/11/09

DEPARTMENT HEAD: EDDIE GUERRA

DEPARTMENT NAME: CONSTABLE PCT. #4

ACCOUNT NUMBER: 9-1100-421-00-294-001-0-XXX

SUBJECT: Budget Intradepartmental Transfer in Accordance with Local Government Code, Chapter 111, Subchapter C.

Honorable Commissioner's Court of Hidalgo County:

I would like to request the following Intradepartmental Budget Transfer/s in accordance with Local Government Code, Chapter 111, Subchapter C.

FROM:		**TO:**		
OBJECT	**OBJECT**	**OBJECT**	**OBJECT**	
CODE	**NAME**	**CODE**	**NAME**	**AMOUNT**
666	MINOR OFFICE FURNITURE	746	OFFICE FURNITURE	$4,500.00
			TOTAL	**4,500.00**

REASON:FUNDS NEEDED IN PROPER ACCOUNTS

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS COURT _____ DATE _____ ATTEST COUNTY CLERK

AI-13982 **3.D.**

Transfer

CC CONSENT

Date:	02/17/2009
Submitted By:	Nelda Olivarez, HIDTA
Submitted For:	Rene Guerra, Criminal District Attorney
Department:	HIDTA
Agenda Category:	2009 Intradepartmental Transfers

Information

CAPTION

2009 - H.I.D.T.A. Task Force (1252)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1252-412-00-270-012-0-XXX

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

BUDGETARY IMPACT:

748-->611 $ 18,000.00; Funds available as of 02/12/09
748-->668 $ 6,000.00; Funds available as of 02/12/09
748-->342 $ 3,000.00; Funds available as of 02/12/09
748-->349 $ 10,000.00; Funds available as of 02/12/09
431-->349 $ 10,000.00; Funds available as of 02/12/09

Attachments

Link: Transfer #1

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	02/12/2009 07:36 AM	APRV
2	Ana Galvan	Anna Galvan	02/12/2009 02:51 PM	APRV
3	Auditor's Office		02/13/2009 05:43 PM	NEW

Form Started By: Nelda Olivarez Started On: 02/11/2009 05:03 PM

Final Approval Date: 02/13/2009

DATE: February 11, 2009 Transfer Number: 1

DEPARTMENT HEAD: Rene Guerra, Criminal District Attorney

DEPARTMENT NAME: Hidalgo County HIDTA Task Force

ACCOUNT NUMBER: 9-1252-412-00-270-012-0-xxx ***(U.S. Dept of Treasury)***

SUBJECT: Budget Line-Item Transfers (s)

Honorable Commissioners' Court of Hidalgo County:

I submit to you for your consideration the following line-item transfer (s) in accordance with Local Government Code, Chapter 111, Subchapter C.:

FROM		*TO*		
ACCOUNT NO.(S)	*ACCOUNT NAME*	*ACCOUNT NO.(S)*	*ACCOUNT NAME*	*AMOUNT*
9-1252-412-00-270-012-0- 748	Other Equipment	9-1252-412-00-270-012-0- 611	Police Supplies	18,000.00
9-1252-412-00-270-012-0- 748	Other Equipment	9-1252-412-00-270-012-0- 668	Police Weapons	6,000.00
9-1252-412-00-270-012-0- 748	Other Equipment	9-1252-412-00-270-012-0- 342	Info & Credit Service	3,000.00
9-1252-412-00-270-012-0- 748	Other Equipment	9-1252-412-00-270-012-0- 349	Repair & Maintenance Service	10,000.00
9-1252-412-00-270-012-0- 431	Bld R&m Service	9-1252-412-00-270-012-0- 349	Repair & Maintenance Service	10,000.00
	TOTAL			**47,000.00**

REASON: TO FUND UNANTICIPATED EXPENDITURES

_____ __/__/__ _____ __/__/__

Rene Guerra DATE Attest County Clerk DATE

_____ __/__/__ _____ __/__/__

Budget Officer DATE Approved Commissioners' Court DATE

AI-13990 **3.E.**

LIT District Clerk

CC CONSENT

Date: 02/17/2009
Submitted By: Sergio Cruz, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - District Clerk's Office (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-412-00-090-001-0-XXX

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

BUDGETARY IMPACT:

535-->890 $ 45,807.37; Funds available as of 02/13/09

Attachments

Link: Line Item Transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Ana Galvan	Anna Galvan	02/13/2009 10:29 AM	APRV
2	Budget & Management	Veronica Lopez	02/13/2009 11:43 AM	APRV
3	Ana Galvan	Anna Galvan	02/13/2009 01:36 PM	APRV
4	Auditor's Office		02/13/2009 05:43 PM	NEW

Form Started By: Sergio Cruz Started On: 02/11/2009 05:31 PM

Final Approval Date: 02/13/2009

INTRADEPARTMENTAL TRANSFER REQUEST

DATE: February 12, 2009

2009
Transfer

DEPARTMENT HEAD: Raul Silguero, Jr.

DEPARTMENT NAME: Dept. of Budget & Management for District Clerk

ACCOUNT NUMBER: 9-1100-412-00-090-001-0-XXX

SUBJECT: **Intradepartmental transfer(s)**

Contact: Ana Galvan
Ph#: 292-7025

Honorable Commissioners' Court of Hidalgo County:

I submit for your consideration the following Intradepartmental transfer(s) (increase/decrease) in accordance with Local Government Code, Chapter 111, 111.070, Item C (2).

FROM Object Code	Description	TO Object Code	Description	Amount
535	Postage	890	Other	$ 45,807.37
			TOTAL	**$ 45,807.37**

REASON: Transfer is needed to fund expenditures in object code 890.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

Form DBM-201

AI-13996 **3.F.**

Intradepartmental Transfer

CC CONSENT

Date:	02/17/2009
Submitted By:	Rosie Luna, SAFETY DIVISION
Submitted For:	Roy Quintanilha
Department:	SAFETY DIVISION
Agenda Category:	2009 Intradepartmental Transfers

Information

CAPTION

2009 - Safety Division (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 1100-419-50-115-059-0-XXX

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

BUDGETARY IMPACT:

432-->611 $ 1,000.00; Funds available as of 02/13/09
550-->611 $ 1,000.00; Funds available as of 02/13/09
679-->611 $ 800.00; Funds available as of 02/13/09

Attachments

Link: Line Item Transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	02/12/2009 10:48 AM	APRV
2	Ana Galvan	Anna Galvan	02/13/2009 10:46 AM	APRV
3	Auditor's Office		02/13/2009 05:43 PM	NEW

Form Started By: Rosie Luna Started On: 02/12/2009 08:58 AM

Final Approval Date: 02/13/2009

AI-13996

DATE: February 12, 2009

DEPARTMENT HEAD: Roy Quintanilha

DEPARTMENT NAME: Dept. of Budget and Management Safety Division

ACCOUNT NUMBER: 9-1100-419-50-115-059-0-XXX

SUBJECT: Intradepartmental Transfer/s

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT NAME	TO OBJECT CODE	OBJECT NAME	AMOUNT
432	Equipment R&M Serv.	611	Police Supplies	$ 1,000.00
550	Printing & Binding	611	Police Supplies	$ 1,000.00
679	Other R&M Supplies	611	Police Supplies	$ 800.00
			TOTAL	$ 2,800.00

REASON: Line Item Transfers are for expected expenditures for 2009.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT / / **DATE** **ATTEST COUNTY CLERK**

AI-13830 **3.G.**

Line Item Transfer

CC CONSENT

Date:	02/17/2009
Submitted By:	Rachel Segura, COUNTY COURT #4
Submitted For:	Rachel Segura
Department:	COUNTY COURT #4
Agenda Category:	2009 Intradepartmental Transfers

Information

CAPTION

2009 - County Court at Law #4 (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-412-00-024-001-0-XXX

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

BUDGETARY IMPACT:

602-->601 $ 249.60; Funds available as of 02/11/09
607-->601 $ 100.00; Funds available as of 02/11/09
608-->601 $ 100.00; Funds available as of 02/11/09
630-->601 $ 100.00; Funds available as of 02/05/09
661-->601 $ 250.00; Funds availalbe as of 02/11/09
671-->601 $ 168.91; Funds available as of 02/11/09

Attachments

Link: Line Item Transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	02/05/2009 07:42 AM	APRV
2	Ana Galvan	Anna Galvan	02/11/2009 10:39 AM	APRV
3	Auditor's Office		02/13/2009 05:43 PM	NEW

Form Started By: Rachel Segura Started On: 02/04/2009 04:29 PM

Final Approval Date: 02/13/2009

INTRADEPARTMENTAL TRANSFER AI-13830

DATE: **February 5, 2009**

DEPARTMENT HEAD: **Judge Fred Garza**

DEPARTMENT NAME: **County Court at Law No. 4**

ACCOUNT NUMBER: **9-1100-412-00-024-001-0-XXX**

CONTACT PERSON: **Rachael Segura** PHONE: **956-318-2390**

SUBJECT: Intradepartmental Transfer

Honorable Commissioners' Court of Hidalgo County:

I submit for your consideration the following Intradepartmental transfer(s) in accordance with Local Government Code, Chapter 111, Subchapter C.

FROM OBJECT CODE	OBJECT NAME	TO OBJECT CODE	OBJECT NAME	AMOUNT
602	PAPER SUPPLIES	601	OFFICE SUPPLIES	$ 249.60
607	CLEANING & SANITATION SUPPLIES	601	OFFICE SUPPLIES	100.00
608	HOUSEHOLD & INSTITUTIONAL SUPP.	601	OFFICE SUPPLIES	100.00
630	FOOD	601	OFFICE SUPPLIES	100.00
661	MINOR OFFICE EQUIPMENT	601	OFFICE SUPPLIES	250.00
671	BLDG. R&M SUPPLIES	601	OFFICE SUPPLIES	168.91
			TOTAL	$ 968.51

REASON: NEED TO PURCHASE TONER FOR COPIER & FAX MACHINES AND TO PURCHASE A BOARD FOR COURT'S DAILY DOCKET TO BE POSTED OUTSIDE OF COURTROOM.

DEPARTMENT HEAD SIGNATURE

CC DATE

APPROVED COMMISSIONERS COURT

ATTEST COUNTY CLERK

AI-13935 **3.H.**

Various transfer

CC CONSENT

Date: 02/17/2009
Submitted By: Angela Garcia, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - Master Court I (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-412-00-031-001-0-XXX

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

BUDGETARY IMPACT:

Available account balance as of 02-12-09

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	02/11/2009 10:21 AM	APRV
2	Veronica Ortiz	Veronica Ortiz	02/13/2009 10:01 AM	APRV
3	Auditor's Office		02/13/2009 05:43 PM	NEW

Form Started By: Angela Garcia Started On: 02/11/2009 09:52 AM

Final Approval Date: 02/13/2009

BUDGET INTRADEPARTMENAL TRANSFER REQUEST

DATE: 02/11/09

DEPARTMENT HEAD: JOHN RIVERA

DEPARTMENT NAME: MASTER COURT I

ACCOUNT NUMBER: 9-1100-412-00-031-001-0-XXX

SUBJECT: Budget Intradepartmental Transfer in Accordance with Local Government Code, Chapter 111, Subchapter C.

Honorable Commissioner's Court of Hidalgo County:

I would like to request the following Intradepartmental Budget Transfer/s in accordance with Local Government Code, Chapter 111, Subchapter C.

FROM:		TO:		
OBJECT CODE	OBJECT NAME	OBJECT CODE	OBJECT NAME	AMOUNT
890	OTHER	531	TELEPHONE	$300.00
890	OTHER	583	OUT OF COUNTY TRAVEL	400.00
890	OTHER	584	REGISTRATION FEES	250.00
890	OTHER	601	OFFICE SUPPLIES	1,500.00
890	OTHER	631	BOTTLED WATER	200.00
890	OTHER	665	MINOR COMPUTER EQUIP.	400.00
890	OTHER	810	DUES & MEMBERSHIPS	300.00
890	OTHER	745	COMPUTER EQUIP.	2,000.00
890	OTHER	666	MINOR OFFICE FURNITURE	1,000.00
890	OTHER	630	FOOD	1,000.00
890	OTHER	550	PRINTING & BINDING	500.00
			TOTAL	**7,850.00**

REASON:FUNDS NEEDED IN PROPER ACCOUNTS

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS COURT _____ DATE _____ ATTEST COUNTY CLERK

AI-13884 **3.I.**

Line_Item_Transfer 2009 Xerox Copier

CC CONSENT

Date:	02/17/2009
Submitted By:	Robert Leal, J.P. 4, 2
Submitted For:	Robert Leal
Department:	J.P. 4, 2
Agenda Category:	2009 Intradepartmental Transfers

Information

CAPTION

2009 - J.P. Precinct #4, Pl 2 (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-412-00-068-001-0-XXX

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

BUDGETARY IMPACT:

581-->442 $ 650.00; Funds available as of 02/12/09

Attachments

Link: Line Item Transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	02/09/2009 11:38 AM	APRV
2	Ana Galvan	Anna Galvan	02/12/2009 01:54 PM	APRV
3	Auditor's Office		02/13/2009 05:43 PM	NEW

Form Started By: Robert Leal Started On: 02/09/2009 10:54 AM

Final Approval Date: 02/13/2009

AI-13884

DATE: **February 17, 2009**

DEPARTMENT HEAD: **Mary Alice Palacios**

DEPARTMENT NAME: **Justice of the Peace Precinct #4, Place 2**

ACCOUNT NUMBER: **9-1100-412-00-068-001-0-XXX**

SUBJECT: **Intradepartmental Transfer/s**

Honorable Commissioners' Court of Hidalgo County:

I submit for your consideration the following Intradepartmental transfer/s in accordance with Local Government Government Code, Chapter 111, Subchapter C Section 111.070, Subsection C.

FROM OBJECT CODE	OBJECT DESCRIPTION	**TO** OBJECT CODE	OBJECT DESCRIPTION	**AMOUNT**
581	Travel In County	442	Equipment & Vehicle Rentals	$ 650.00
			TOTAL	**$ 650.00**

REASON: **Transfer is needed to pay for Xerox rental fees.**

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

AI-13843 **3.J.**

2009 - District Attorney's Office - 1222

CC CONSENT

Date: 02/17/2009
Submitted By: Roy Cazares, DISTRICT ATTORNEY
Submitted For: Roy Cazares
Department: DISTRICT ATTORNEY
Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - District Attorney's Office - 1222

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1222-412-00-080-006-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Available account balance as of 02-12-09

Attachments

Link: DALITHC0901

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	02/05/2009 10:15 AM	APRV
2	Veronica Ortiz	Veronica Ortiz	02/13/2009 09:55 AM	APRV
3	Auditor's Office		02/13/2009 05:43 PM	NEW

Form Started By: Roy Cazares Started On: 02/05/2009 10:02 AM

Final Approval Date: 02/13/2009

INTRA-DEPARTMENTAL TRANSFER

DATE: **December 16, 2008**
DEPARTMENT HEAD: **Rene Guerra, Criminal District Attorney**
DEPARTMENT NAME: **District Attorney's Office**
ACCOUNT NUMBER: **9-1222-412-00-080-006-0-XXX - BAD CHECKS ACCOUNT**
SUBJECT: Budget Line-Item Transfer(s)

CONTACT PERSON: **Roy Cazares** PHONE: **(956) 318-2300 ext. 758**

Honorable Commissioner's Court of Hidalgo County:

I submit for your consideration the following line-item transfer(s) in accordance with Local Government Code, Chapter 111, Subchapter C.

FROM			TO		
OBJECT CODE	**ACCOUNT (OBJECT) NAME**		**OBJECT CODE**	**OBJECT NAME**	**AMOUNT**
665	Minor Computer Equipment	→	667	Minor Software	$ 3,000.00
		→			$
		→			$ -
		→			$ -
		→			$ -
		→			$ -
		→			$ -
		→			$ -
		→			$ -
		→			$ -
				TOTAL	**$ 3,000.00**

REASON: Need to purchase computer software.

for RENE GUERRA
CRIMINAL DISTRICT ATTORNEY

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-13952 **3.K.**

Intradepartmental Transfer

CC CONSENT

Date:	02/17/2009
Submitted By:	Belinda Alvarez, EMERGENCY SERVICES DIVISION
Submitted For:	Belinda Alvarez
Department:	EMERGENCY SERVICES DIVISION
Agenda Category:	2009 Intradepartmental Transfers

Information

CAPTION

2009 - Emergency Management (1100)

BACKGROUND

Transfer necessary to create object code 535 for postage and express expenses in 2009.

Fiscal Impact

FISCAL YEAR: 2009

ACCT. #: 9-1100-429-00-300-023-0-XXX

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

605-->535; $500.00

Available balance as of 02/11/09 is $3,000.00

Attachments

Link: Intradept21109

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	02/11/2009 01:35 PM	APRV
2	Roland Garcia	Rolando Garcia	02/11/2009 02:31 PM	APRV
3	Auditor's Office		02/13/2009 05:43 PM	NEW

Form Started By: Belinda Alvarez

Started On: 02/11/2009 11:53 AM

Final Approval Date: 02/13/2009

DATE: February 11, 2009

DEPARTMENT HEAD: A. A. Tony Pena, Jr.

DEPARTMENT NAME: County Judge's Office of Emergency Management

ACCOUNT NUMBER: 9-1100-429-00-300-023-0-XXX

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT NAME	TO OBJECT CODE	OBJECT NAME	AMOUNT
605	Clothing & Uniforms	535	Postage & Express	500.00
			TOTAL	500.00

REASON: INTRADEPARTMENTAL TRANSFER TO CREATE OBJECT CODE NEEDED TO SEND CORRESPONDENCE NOT CREATED.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /

DATE

ATTEST COUNTY CLERK

AI-13846 **3.L.**

transfer

CC CONSENT

Date: 02/17/2009
Submitted By: Nereida Garza, HUMAN RESOURCES/CIVIL SERVICE
Department: HUMAN RESOURCES/CIVIL SERVICE
Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - Human Resources (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-415-50-190-002-0-XXX

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

BUDGETARY IMPACT:

601-->431 $ 500.00; Funds available as of 02/11/09

Attachments

Link: revised LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	02/05/2009 01:11 PM	APRV
2	Ana Galvan	Anna Galvan	02/11/2009 11:44 AM	APRV
3	Auditor's Office		02/13/2009 05:43 PM	NEW

Form Started By: Nereida Garza Started On: 02/05/2009 10:37 AM

Final Approval Date: 02/13/2009

AI-13846

DATE: February 5, 2009

DEPARTMENT HEAD: Esther A. Cortez

DEPARATMENT NAME: **HUMAN RESOURCES**

ACCOUNT NUMBER: 9-1100-415-50-190-002-0

SUBJECT: BUDGET LINE-ITEM TRANSFER(S)

Honorable Commissioners' Court of Hidalgo County:

I submit to you for your consideration the following line-item transfers in accordance with Local Government Code: Chapter 111, Subchapter C.:

ACCOUNT NUMBER: 9-1100-415-50-190-002-0

FROM:		**TO:**		
OBJECT CODE	**OBJECT NAME**	**OBJECT CODE**	**OBJECT NAME**	**AMOUNT**
601	Office Supplies	431	Bldg. R & M Services	$ 500.00
			TOTAL	$ 500.00

REASON: Transfer is needed to repair access button for entrance door.

Department Head Signature — Date

Approved Commissioners' Court — Date — Attest County Clerk

County Auditor's Form: ARS-CA-017
Revised: 6/2002

AI-13856 **3.M.**

Human Services Division

CC CONSENT

Date:	02/17/2009
Submitted By:	Dairen Sarmiento, HEALTH & HUMAN SERVICES DEPT.
Submitted For:	Dairen Sarmiento
Department:	HEALTH & HUMAN SERVICES DEPT.
Agenda Category:	2009 Intradepartmental Transfers

Information

CAPTION

2009 - Human Services Division (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-444-00-240-001-0-XXX

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

BUDGETARY IMPACT:

Available account balance as of 02-12-09

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	02/05/2009 02:27 PM	APRV
2	Veronica Ortiz	Veronica Ortiz	02/13/2009 09:56 AM	APRV
3	Auditor's Office		02/13/2009 05:43 PM	NEW

Form Started By: Dairen Sarmiento Started On: 02/05/2009 01:53 PM

Final Approval Date: 02/13/2009

DATE: 2-5-09
DEPARTMENT HEAD: Dairen Sarmiento
DEPARATMENT NAME: ***HUMAN SERVICES***
ACCOUNT NUMBER: 9-1100-444-00-240-001-0-

SUBJECT: BUDGET LINE-ITEM TRANSFER(S)

Honorable Commissioners' Court of Hidalgo County:

I submit to you for your consideration the following line-item transfers in accordance with Local Government Code: Chapter 111, Subchapter C.:

ACCOUNT NUMBER: 9-1100-444-00-240-001-0-

FROM:		**TO:**		
OBJECT CODE	**OBJECT NAME**	**OBJECT CODE**	**OBJECT NAME**	**AMOUNT**
780	capital leases	442	equipment rental	$ 200.00

REASON: TO FUND PROPER OBJECT CODE

TOTAL $ 200.00

Department Head Signature Date

Approved Commissioners' Court Date Attest County Clerk

County Auditor's Form: ARS-CA-017
Revised: 6/2002

AI-13889 **3.N.**

Intradepartmental Transfer

CC CONSENT

Date: 02/17/2009
Submitted By: Sandra De Leon, COUNTY JUDGE
Submitted For: Raul Lozano
Department: COUNTY JUDGE
Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - County Judge's Office (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-413-00-110-006-0-XXX

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

BUDGETARY IMPACT:

550-->664 $ 700.00; Funds available as of 02/12/09

Attachments

Link: Line Item Transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	02/10/2009 11:08 AM	APRV
2	Ana Galvan	Anna Galvan	02/12/2009 02:29 PM	APRV
3	Auditor's Office		02/13/2009 05:43 PM	NEW

Form Started By: Sandra De Leon Started On: 02/09/2009 03:40 PM

Final Approval Date: 02/13/2009

INTRADEPARTMENTAL TRANSFER AI-13889

DATE: February 9, 2009

DEPARTMENT HEAD: Judge JD Salinas III

DEPARTMENT NAME: County Judge's Office

ACCOUNT NUMBER: 9-1100-413-00-110-006-0-XXX

CONTACT PERSON: Sandra C. DeLeon PHONE: (956) 318-2600

SUBJECT: Budget Intradepartmental Transfer

Honorable Commissioners' Court of Hidalgo County:

I submit for your consideration the following Intradepartmental Budget Transfer/s in accordance with Local Government Code, Chapter 111, Subchapter C.

FROM		TO		
OBJECT CODE	OBJECT NAME	OBJECT CODE	OBJECT NAME	AMOUNT
550	Printing and Binding	664	Other Minor Equipment	$ 700.00
			TOTAL	**$ 700.00**

REASON: **Transfer is needed for the purchase of projectors.**

DEPARTMENT HEAD SIGNATURE

February 17, 2009
CC DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-13942 **3.O.**

Line Item Transfer

CC CONSENT

Date: 02/17/2009
Submitted By: Monica Hinojosa, SHERIFF DEPT.
Department: SHERIFF DEPT.
Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - Sheriff's Office (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-421-00-280-001-0-XXX

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

BUDGETARY IMPACT:

890-->855 $ 500.00; Funds available as of 02/12/09

Attachments

Link: Line Item Transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Anacleto Martinez	Anacleto Martinez	02/11/2009 04:22 PM	APRV
2	Budget & Management	Veronica Lopez	02/12/2009 07:34 AM	APRV
3	Ana Galvan	Anna Galvan	02/12/2009 04:37 PM	APRV
4	Auditor's Office		02/13/2009 05:43 PM	NEW

Form Started By: Monica Hinojosa Started On: 02/11/2009 10:16 AM

Final Approval Date: 02/13/2009

AI-13942

DATE: February 11, 2009

DEPARTMENT HEAD: SHERIFF GUADALUPE "LUPE" TREVINO

DEPARTMENT NAME: SHERIFF'S OFFICE

ACCOUNT NUMBER: 9-1100-421-00-280-001-0-XXX

SUBJECT: Budget Line-Item Transfer (s)

Honorable Commissioners' Court of Hidalgo County:

I submit to you for your consideration the following line-item transfers in accordance with Local Government Code, Chapter 111, Subchapter C.:

FROM			TO		
ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
9-1100-421-00-280-001-0-890	OTHER	→	9-1100-421-00-280-001-0-855	LATE FEES, PENALTIES & FINANCE CHARGES	$ 500.00
		→			
		→			
		→			
		→			
		→			
		→			
				TOTAL	$ 500.00

REASON: **TRANSFER NEEDED TO FUND EXPENDITURES IN OBJECT CODE 855.**

DEPARTMENT HEAD SIGNATURE **DATE**

APPROVED COMMISSIONERS' COURT **ATTEST COUNTY CLERK**

COUNTY AUDITOR'S FORM: ARS-CA-017
REVISED: 02/11/2003

AI-14006 **3.P.**

2009 - Pct # 1 Sanitation (1100)

CC CONSENT

Date: 02/17/2009
Submitted By: Robert Elizondo, COMM. PCT. #1
Department: COMM. PCT. #1
Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - Precinct #1 Sanitation (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 1100-432-00-121-001-0-XXX

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

BUDGETARY IMPACT:

350-->747 $ 30,179.66; Funds available as of 02/13/09
350-->661 $ 684.02; Funds available as of 02/13/09
350-->745 $ 7,023.05; Funds available as of 02/13/09

Attachments

Link: Line Item Transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	02/12/2009 04:10 PM	APRV
2	Ana Galvan	Anna Galvan	02/13/2009 01:36 PM	APRV
3	Auditor's Office		02/13/2009 05:43 PM	NEW

Form Started By: Robert Elizondo Started On: 02/12/2009 02:25 PM

Final Approval Date: 02/13/2009

DATE: February 17, 2009 **MEETING REQUEST DATE:** February 17, 2009

DEPARTMENT HEAD: COMMISSIONER SYLVIA HANDY

DEPARTMENT NAME: PCT #1 SANITATION

ACCOUNT NUMBER: 9-1100-432-00-121-001-0-XXX

SUBJECT: Budget Line-Item Transfer(s)

Honorable Commissioners' Court of Hidalgo County:

I submit to you for your consideration the following line-item transfer(s) in accordance with Local Government Code, Chapter 111, Subchapter C.

FROM ACCOUNT NUMBER								ACCOUNT NAME		TO ACCOUNT NUMBER								ACCOUNT NAME	AMOUNT
9-	1100-	432-	00-	121-	001-	0-	350	CONTRACTUAL SER		9-	1100-	432-	00-	121-	001-	0-	747	SOFTWARE	$ 30,179.66
9-	1100-	432-	00-	121-	001-	0-	350	CONTRACTUAL SER		9-	1100-	432-	00-	121-	001-	0-	661	MINOE OFF. EQ	684.02
9-	1100-	432-	00-	121-	001-	0-	350	CONTRACTUAL SER		9-	1100-	432-	00-	121-	001-	0-	745	COMPUTER EQ.	7,023.05
																		$ 37,886.73	

REASON: Need to cover future invoice

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT DATE ATTEST COUNTY CLERK

AI-13959 **3.Q.**

2009 - Pct # 1 Sanitation (1100)

CC CONSENT

Date: 02/17/2009
Submitted By: Robert Elizondo, COMM. PCT. #1
Department: COMM. PCT. #1
Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION
2009 - Pct # 1 Sanitation (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-432-00-121-001-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:
Available account balance as of 02-13-09

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	02/11/2009 04:09 PM	APRV
2	Veronica Ortiz	Veronica Ortiz	02/13/2009 11:01 AM	APRV
3	Auditor's Office		02/13/2009 05:43 PM	NEW

Form Started By: Robert Elizondo Started On: 02/11/2009 02:22 PM

Final Approval Date: 02/13/2009

DATE: February 17, 2009 **MEETING REQUEST DATE:** February 17, 2009

DEPARTMENT HEA COMMISSIONER SYLVIA HANDY

DEPARTMENT NAM PCT #1 SANITATION

ACCOUNT NUMBE 9-1100-432-00-121-001-0-XXX

SUBJECT: Budget Line-Item Transfer(s)

Honorable Commissioners' Court of Hidalgo County:

I submit to you for your consideration the following line-item transfer(s) in accordance with Local Governmen Chapter 111, Subchapter C.

FROM ACCOUNT NUMBER								ACCOUNT NAME		TO ACCOUNT NUMBER								ACCOUNT NAME	AMOUNT
9-	1100-	432-	00-	121-	001-	0-	421	Disposal		9-	1100-	432-	00-	121-	001-	0-	339	Other Professional Serv	2,000.00
																			2,000.00

REASON: Need to cover future invoice

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-13988 **3.R.**

Budget Line-Item Transfer for expected expenditures
CC CONSENT

Date:	02/17/2009
Submitted By:	Yolanda Cisneros, COMM. PCT. #2
Submitted For:	Yolanda Cisneros
Department:	COMM. PCT. #2
Agenda Category:	2009 Intradepartmental Transfers

Information

CAPTION

2009 - Pct. 2 Administration (1202)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 9 ACCT. #: 1202-431-00-122-005-0-XXX

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

BUDGETARY IMPACT:

From 583 to 421 in the amount of $1,000.00, & to 665 in the amount of $300.00
From 682 to 442 in the amount of $1,000.00.
From 671 to 613 in the amount of $1,000.00. Funding available for all transfers as of 02/11/2009

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	02/12/2009 07:39 AM	APRV
2	Ana Galvan	Anna Galvan	02/13/2009 10:03 AM	APRV
3	Auditor's Office		02/13/2009 05:43 PM	NEW

Form Started By: Yolanda Cisneros — Started On: 02/11/2009 05:27 PM

Final Approval Date: 02/13/2009

DATE: **February 11, 2009**

2009
Transfer

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

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

ACCOUNT NUMBER: **9-1202-431-00-122-005-0 Administration**

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

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	**TO** OBJECT CODE	OBJECT DESCRIPTION	**AMOUNT**
583	TRAVEL, OUT OF COUNTY	421	DISPOSAL	$1,000.00
583	TRAVEL, OUT OF COUNTY	665	MINOR COMPUTER EQUIPMENT	$300.00
682	GASOLINE / DIESEL FUEL	442	EQUIPMENT & VEHICLE RENTAL	$1,000.00
671	BUILDING R&M SUPPLIES	613	SAFETY SUPPLIES	$1,000.00
			TOTAL	**$3,300.00**

REASON:
Transfer needed to cover some changes made on bills from the Auditors.

DEPARTMENT HEAD SIGNATURE

2/11/2009
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-13991 **3.S.**

Budget Line-Item Transfer for department expenditures
CC CONSENT

Date:	02/17/2009
Submitted By:	Yolanda Cisneros, COMM. PCT. #2
Submitted For:	Yolanda Cisneros
Department:	COMM. PCT. #2
Agenda Category:	2009 Intradepartmental Transfers

Information

CAPTION

2009 - Pct. #2 R&B (1202)

BACKGROUND

Requisition #148428 for ongoing project
Requisition #148421 for blanket purchase order
Requisition #148415 for blanket purchase order

Fiscal Impact

FISCAL YEAR: 9 ACCT. #: 9-1202-431-00-122-006-0-XXX

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

BUDGETARY IMPACT:

From 334 to 346 in the amount of $70,000.00, From 674 to 623 in the amount of $500.00 & to 841 in the amount of $500.00. Funding available for all transfers as of 02/11/2009.

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	02/12/2009 07:40 AM	APRV
2	Veronica Ortiz	Veronica Ortiz	02/13/2009 10:32 AM	APRV
3	Auditor's Office		02/13/2009 05:43 PM	NEW

Form Started By: Yolanda Cisneros Started On: 02/11/2009 05:41 PM

Final Approval Date: 02/13/2009

DATE: **February 11, 2009**

2009
Transfer

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

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

ACCOUNT NUMBER: **9-1202-431-00-122-006-0 Road & Bridge**

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

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	**TO** OBJECT CODE	OBJECT DESCRIPTION	**AMOUNT**
334	ENGINEER & ARCHITECTURE SERVICES	346	HAULING SERVICES	$70,000.00
674	PIPES	623	BOTTLE GAS	$500.00
674	PIPES	841	AID TO OTHER GOVERNMENT	$500.00
			TOTAL	**$71,000.00**

REASON:
Transfer needed for expenditures of on going projects

DEPARTMENT HEAD SIGNATURE

2/11/2009
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-13987 **3.T.**

Budget Line-Item Transfer for office chairs

CC CONSENT

Date:	02/17/2009
Submitted By:	Yolanda Cisneros, COMM. PCT. #2
Submitted For:	Yolanda Cisneros
Department:	COMM. PCT. #2
Agenda Category:	2009 Intradepartmental Transfers

Information

CAPTION

2009 - Pct. 2 CRC-South Tower (1100)

BACKGROUND

Requisition #148436 for Corporate Express TXMAS contract pricing

Fiscal Impact

FISCAL YEAR: 9 ACCT. #: 1100-466-00-122-082-0

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

BUDGETARY IMPACT:

From 739 to 666 in the amount of $4,000.00. Funding available for transfer as of 02/11/2009

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	02/12/2009 07:39 AM	APRV
2	Veronica Ortiz	Veronica Ortiz	02/12/2009 04:53 PM	APRV
3	Auditor's Office		02/13/2009 05:43 PM	NEW

Form Started By: Yolanda Cisneros Started On: 02/11/2009 05:20 PM

Final Approval Date: 02/13/2009

DATE: **February 11, 2009**

2009
Transfer

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

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

ACCOUNT NUMBER: **9-1100-466-00-122-082-0-XXX CRC-Alamo**

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

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	**TO** OBJECT CODE	OBJECT DESCRIPTION	**AMOUNT**
739	OTHER STRUCTURES	666	MINOR OFFICE FURNITURE	$4,000.00
			TOTAL	**$4,000.00**

REASON:
Transfer needed to purchase office chairs for staff and conference area of the Alamo CRC-South Tower Building

DEPARTMENT HEAD SIGNATURE

2/11/2009
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-13992 **3.U.**

Budget Line-Item Transfer for disposal

CC CONSENT

Date:	02/17/2009
Submitted By:	Yolanda Cisneros, COMM. PCT. #2
Submitted For:	Yolanda Cisneros
Department:	COMM. PCT. #2
Agenda Category:	2009 Intradepartmental Transfers

Information

CAPTION

2009 - Precinct #2 Parks (1212)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 9 ACCT. #: 1212-452-00-122-008-0-XXX

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

BUDGETARY IMPACT:

From 334 to 421 in the amount of $1,000.00. Funding available for transfer as of 02/11/2009.

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	02/12/2009 07:40 AM	APRV
2	Ana Galvan	Anna Galvan	02/13/2009 10:11 AM	APRV
3	Auditor's Office		02/13/2009 05:43 PM	NEW

Form Started By: Yolanda Cisneros Started On: 02/11/2009 05:52 PM

Final Approval Date: 02/13/2009

DATE: **February 11, 2009**

2009
Transfer

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

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

ACCOUNT NUMBER: **9-1212-452-00-122-008-0-XXX Parks & Rec.**

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

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
334	ENGINEER & ARCHITECT SERVICES	421	DISPOSAL	$1,000.00
			TOTAL	**$1,000.00**

REASON:
Transfer needed for new charges of vendor for waste disposal of all the Parks Department.

DEPARTMENT HEAD SIGNATURE

2/11/2009
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-13979 **3.V.**

Budget Line-Item Transfer for copier rental

CC CONSENT

Date:	02/17/2009
Submitted By:	Yolanda Cisneros, COMM. PCT. #2
Submitted For:	Yolanda Cisneros
Department:	COMM. PCT. #2
Agenda Category:	2009 Intradepartmental Transfers

Information

CAPTION

2009 - Pct. 2 CRC-San Juan (1100)

BACKGROUND

Requisition #148869 for yearly blanket purchase order.

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-466-00-122-018-0-XXX

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

BUDGETARY IMPACT:

Available account balance as of 02-12-09

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	02/12/2009 07:35 AM	APRV
2	Veronica Ortiz	Veronica Ortiz	02/13/2009 10:03 AM	APRV
3	Auditor's Office		02/13/2009 05:43 PM	NEW

Form Started By: Yolanda Cisneros Started On: 02/11/2009 05:02 PM

Final Approval Date: 02/13/2009

DATE: **February 11, 2009**

2009
Transfer

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

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

ACCOUNT NUMBER: **9-1100-466-00-122-018-0-XXX CRC-San Juan**

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

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
780	CAPITAL LEASES	442	EQUIPMENT & VEHICLE RENTAL	$350.00
			TOTAL	$350.00

REASON:
Transfer needed to cover State PO for Xerox Corporation

DEPARTMENT HEAD SIGNATURE

2/11/2009
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-13900 **3.W.**

Pct #3 Transfer

CC CONSENT

Date: 02/17/2009
Submitted By: Norma Ceballos, COMM. PCT. #3
Department: COMM. PCT. #3
Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - Pct #3 Parks (1213)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1213-452-00-123-008-0-XXX

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

BUDGETARY IMPACT:

Available account balance as of 02-12-09

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	02/10/2009 11:19 AM	APRV
2	Veronica Ortiz	Veronica Ortiz	02/13/2009 09:58 AM	APRV
3	Auditor's Office		02/13/2009 05:43 PM	NEW

Form Started By: Norma Ceballos Started On: 02/10/2009 10:03 AM

Final Approval Date: 02/13/2009

INTRA-DEPARTMENTAL TRANSFER

DATE: February 10, 2009

DEPARTMENT HEAD: Commissioner Joe M. Flores - Pct No. 3

DEPARTMENT NAME: Hidalgo County Precinct #3 Parks Department

ACCOUNT NUMBER: 9-1213-452-00-123-008-0

CONTACT PERSON: Norma Ceballos PHONE: (956)585-4509

SUBJECT: Intra-departmental Transfer

Honorable Commissioners' Court of Hidalgo County:

Code,
Chapter 111, Subchapter C.

FROM OBJECT CODE	OBJECT NAME	TO OBJECT CODE	OBJECT NAME	AMOUNT
679	Other R&M Supplies	630	Food	$ 500.00
			TOTAL	$ 500.00

REASON: Expected Expense

DEPARTMENT HEAD SIGNATURE

CC DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-13909 **3.X.**

Pct #3 Transfer

CC CONSENT

Date: 02/17/2009
Submitted By: Norma Ceballos, COMM. PCT. #3
Department: COMM. PCT. #3
Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - Precinct #3 Sanitation (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-432-00-123-001-0-XXX

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

BUDGETARY IMPACT:

890-->748 $ 1,536.00; Funds available as of 02/13/09
439-->739 $ 25,000.00; Funds available as of 02/13/09

Attachments

Link: Line Item Transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	02/10/2009 02:59 PM	APRV
2	Ana Galvan	Angela Garcia	02/11/2009 03:13 PM	APRV
3	Veronica Lopez	Veronica Lopez	02/11/2009 03:40 PM	APRV
4	Ana Galvan	Anna Galvan	02/13/2009 05:19 PM	APRV
5	Auditor's Office		02/13/2009 05:43 PM	NEW

Form Started By: Norma Ceballos Started On: 02/10/2009 02:11 PM

Final Approval Date: 02/13/2009

INTRA-DEPARTMENTAL TRANSFER

DATE: February 10, 2009

DEPARTMENT HEAD: Commissioner Joe M. Flores

DEPARTMENT NAME: Hidalgo County Precinct #3 Sanitation

ACCOUNT NUMBER: 9-1100-432-00-123-001-0

CONTACT PERSON: Norma Ceballos PHONE: (956) 585-4509

SUBJECT: Intradepartmental Transfer

Honorable Commissioners' Court of Hidalgo County:

I submit for your consideration the following Intra-departmental transfer's) in accordance with Local Government Code, Chapter 111, Subchapter C.

FROM OBJECT CODE	OBJECT NAME	TO OBJECT CODE	OBJECT NAME	AMOUNT
890	**Other**	**748**	**Other Equipment**	**$ 1,536.00**
439	**Other Structures R&M**	**739**	**Other Structures**	**$ 25,000.00**
			TOTAL	**$ 26,536.00**

REASON: To cover expected expenses.

DEPARTMENT HEAD SIGNATURE

CC DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

INTRA-DEPARTMENTAL TRANSFER

AI-13971 **3.Y.**

Pct. #4 R&B - Line Item Transfer (1204)

CC CONSENT

Date: 02/17/2009
Submitted By: Jr. Munoz, COMM. PCT. #4
Department: COMM. PCT. #4
Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - Precinct #4 - R&B (1204)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1204-431-00-124-007-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

734-->346 $30,000.00; available balance as of 2-12-09 $117,450.64
734-->425 $ 50.00; available balance as of 2-12-09 $117,450.64
734-->673 $25,000.00; available balance as of 2-12-09 $117,450.64
734-->679 $10,000.00; available balance as of 2-12-09 $117,450.64
731-->711 $ 4,000.00; available balance as of 2-12-09 $205,678.48
731-->780 $ 250.00; available balance as of 2-12-09 $205,678.48
731-->890 $ 3,575.49; available balance as of 2-12-09 $205,678.48

Attachments

Link: Pct. #4 R&B Transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	02/11/2009 04:16 PM	APRV
2	Manuel Chapa	Manuel Chapa	02/12/2009 10:59 AM	APRV
3	Auditor's Office		02/13/2009 05:43 PM	NEW

Form Started By: Jr. Munoz Started On: 02/11/2009 03:44 PM

Final Approval Date: 02/13/2009

DATE: 02/11/09 **AI#** 13971

DEPARTMENT HEAD: Commissioner Oscar L. Garza Jr.

DEPARTMENT NAME: Hidalgo County Pct. #4 - R&B

ACCOUNT NUMBER: 9-1204-431-00-124-007-0-XXX

SUBJECT: Intra-departmental Transfer/s

Contact Person: Rumaldo Munoz Jr. **Ph# :** 956-383-3112

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 NAME	TO	OBJECT NAME	AMOUNT
734	Subdivision Streets	346	Hauling & Freight Ser.	30,000.00
734	Subdivision Streets	425	Pest Control	50.00
734	Subdivision Streets	673	Road Materials	25,000.00
734	Subdivision Streets	679	Other R&M Supplies	10,000.00
731	Roads	711	Right-of-Way	4,000.00
731	Roads	780	Capital Leases	250.00
731	Roads	890	Other	3,575.49
			TOTAL	72,875.49

REASON: To Cover expected expenses and negative balances.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT / / DATE ATTEST COUNTY CLERK

AI-13910 **5.A.**

Pipeline Permit

CC CONSENT

Date:	02/17/2009
Submitted By:	Sandra Garcia, RIGHT OF WAY DEPT.
Submitted For:	Joe Pena
Department:	RIGHT OF WAY DEPT.
Agenda Category:	Right of Way

Information

CAPTION

North Alamo Water Supply:
Approximately 500' north of Rogers on the east side of Terry Rd- Bore- Leticia M Flores- 3/4" service connection.

BACKGROUND

Fiscal Impact

Attachments

Link: Pipeline Permits

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	02/10/2009 02:59 PM	APRV
2	Dale Kennan	Dale Kennan	02/11/2009 08:11 AM	APRV
3	Auditor's Office		02/13/2009 05:43 PM	NEW

Form Started By: Sandra Garcia — Started On: 02/10/2009 02:28 PM

Final Approval Date: 02/13/2009

REVISED JANUARY 2009 FEE: $ 3.75

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

That the County of Hidalgo, Texas, acting by and through its Commissioners' Court, by virtue of motion and resolution introduced and adopted by said Commissioners' Court on the 17th day of February, 2009 does by these presents GRANT, GIVE AND RELINQUISH TO:
North Alamo Water Supply hereinafter called Permittee, of the County of Hidalgo, Texas, the Right, Privilege and Authority to construct, reconstruct, lay and maintain a 2 inch /water/ gas/ sewer/ irrigation line; said line to be constructed of PVC material along the following public road easement held by the Hidalgo County of Hidalgo, Texas upon the conditions, obligations, and requirements as hereinafter set forth, said public road upon which said water/ gas/ sewer/ irrigation line is to be constructed, reconstructed, laid and maintained, described as follows:

- 1. Approximately 500' north of Rogers on the east side of Terry Rd- Bore- Leticia M Flores-3/4" service conn.

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

1. The Permittee will install and shall maintain said pipeline so that the top of the line will always be at least at the minimum depth of forty (40) inches below the flow line of the ditches on either side of said roadway when the pipeline is to be constructed, the Permittee shall contact the Commissioner in the Precinct in which the construction project is located and obtain written instructions, signed by said Commissioner, concerning the location and depth of said line. In this connection, it is agreed and understood that the Permittee will not cut the surface in any manner said public road or any roadway, without first obtaining the written permission of the Commissioners' Court of Hidalgo County, Texas.

2. The Permittee will employ a competent person or firm to do such installation and complete it in accordance with the covenants and conditions herein set forth.

3. Permittee shall stake its line on the location approved by the Commissioner in whose precinct the work is to be done well in advance of beginning its work. Permittee shall contact Commissioner before commencing any work.

4. The Permittee will use all proper caution in performing the work to prevent injury to all persons and property and it will indemnify Hidalgo County against all damages that may be assessed against the County by reasons of the work here permitted and the maintenance of such pipeline.

5. Not withstanding any provision in this Agreement to the contrary, Permittee recognizes that the paramount purpose of the easement and dedication for the said public road is to provide for the establishment and operation of a roadway for the public. Recognizing this as the paramount purpose of the easement and dedication, Permittee agrees that Permitter has the unlimited and unrestricted right to establish, construct, reconstruct and maintain the said public road and to conduct all maintenance for the roadway and all related structures (including but not limited to the maintenance, construction and reconstruction of ditches, drainage pipes, bridges and paving surfaces) without incurring any liability, obligation or duty to Permittee.

AI-13815 **6.A.**

TAX OFFICE REFUNDS
CC CONSENT

Date: 02/17/2009
Submitted By: Hilda Fuentes, TAX OFFICE
Submitted For: Hilda Fuentes
Department: TAX OFFICE
Agenda Category: Tax Refunds

Information

CAPTION

ACCT#	PROPERTY OWNER	PAYER	AMT
B4235.01.000.0089.00	Obra Homes Inc	First National Bank	$2981.95
E2300.00.002.0030.02	Ramirez, Alfredo & Lydia	Wells Fargo	$4192.27
E3100.00.007.0011.00	Juanita O Yanez	Citi Financial	$3915.64
E3300.99.000.0000.94	Thomas, John W	Boarder To Boarder Trucking	$10639.06
E4252.00.000.0018.00	Norma Silguero	Countrywide Tax Service	$3233.68
E5670.00.000.0025.00	Guadalupe Cavazos	Gmac Mortgage	$2773.62
H0520.00.000.0005.00	Jose L & Blanca Gonzalez	Homecomings Financial	$8016.42
M4158.00.000.0002.00	J Allen Family Partners	J Allen Family Partners	$11408.94
R3294.00.000.0035.00	Saenz, Leo D	Countrywide	$6594.02
S2950.00.000.0246.10	Patricia & Talai El Haj	Countrywide	$3076.57

BACKGROUND

Fiscal Impact

Attachments

Link: frnt pg
Link: accts pg
Link: obra
Link: ramirez
Link: yanez
Link: thomas
Link: silguero
Link: cavazos
Link: gonzalez
Link: allen
Link: saenz
Link: el haj

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status

1	Budget & Management	Veronica Lopez	02/04/2009 01:57 PM	APRV
2	Roland Garcia	Rolando Garcia	02/04/2009 05:12 PM	APRV
3	Auditor's Office		02/13/2009 05:43 PM	NEW

Form Started By: Hilda Fuentes

Started On: 02/04/2009 01:09 PM

Final Approval Date: 02/13/2009

Office of Tax Assessor-Collector

COUNTY of HIDALGO



Armando Barrera Jr., RTA
Assessor and Collector

P.O. Box 178
Edinburg, Texas 78540-0178
(956) 318-2157 • Fax (956) 318-2733

February 3, 2009

The Honorable J.D Salinas III
Hidalgo County Commissioners
Edinburg, Texas 78539

Re: See attached list

Gentlemen:

As per Section 31.11 of the Property Tax Code, the governing body of each taxing unit must authorize refunds of overpayments or erroneous payments over $ 2500.00 dollars.

I respectfully request that the Commissioner's Court approve the enclosed application for a tax refund based on an adjustment approved by the Hidalgo County Appraisal District Office.

When completed, please return the attached to this office.

Thanking you for your assistance in this matter, I remain.

Very truly yours,

Armando Barrera, Jr. RTA

Abj:mm

Enclosure

Xc: Hidalgo County Auditor
Raymundo Eufracio, CPA

Office of Tax Assessor-Collector

COUNTY of HIDALGO



Armando Barrera Jr., RTA
Assessor and Collector

P.O. Box 178
Edinburg, Texas 78540-0178
(956) 318-2157 • Fax (956) 318-2733

ACCOUNT NUMBER	PROPERTY OWNER
1. B4235.01.000.0089.00	OBRA HOMES INC
2. E2300.00.002.0030.02	RAMIREZ, ALFREDO & LYDIA
3. E3100.00.007.0011.00	JUANITA O YANEZ
4. E3300.99.000.0000.94	THOMAS, JOHN W
5. E4252.00.000.0018.00	NORMA SILGUERO
6. E5670.00.000.0025.00	GUADALUPE CAVAZOS
7. H0520.00.000.0005.00	JOSE L & BLANCA GONZALEZ
8. M4158.00.000.0002.00	J ALLEN FAMILY PARTNERS
9. R3294.00.000.0035.00	SAENZ, LEO D
10.S2950.00.000.0246.10	PATRICIA & TALAL EL HAJ

PAYER	AMOUNT
FIRST NATIONAL BANK	$ 2,981.95
WELLS FARGO	$ 4,192.27
CITI FINANCIAL	$ 3,915.64
BOARDER TO BOARDER TRUCKING	$ 10,639.06
COUNTRYWIDE TAX SERVICE	$ 3,233.68
GMAC MORTGAGE	$ 2,773.62
HOMECOMINGS FINANCIAL	$ 8,016.42
J ALLEN FAMILY PARTNERS	$ 11,408.94
COUNTRYWIDE	$ 6,594.02
COUNTRYWIDE	$ 3,076.57

felony under Texas Penal Code Section 37.10.

Step 5: Tax refund Determination

This tax refund is ☑ Approved ☐ Disapproved

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE: JE 1-26-09

sign here — Authorized officer — Date: 1/30/09

sign here — Collector(s) of taxing unit(s) for refund applications over *(insert amount for which governing body approval is required under Section 31.11, tax code)* — Date: 1-14-09

1/14

APPLICATION FOR TAX REFUND

Collection office name HIDALGO COUNTY TAX OFFICE	Collecting tax for: (Tax Units) GHD-SST-DR1-FD1-FD2-FD3-FD4-CAN-CLV-CMS-CPN-CPO-CWL-SEB-SLV-SML-SMS-SSL-SWL-JCC
Present mailing address *(number and street)* P O BOX 178	
City, town or post office, state, ZIP code EDINBURG TX 78540-0178	Phone *(area code and number)* (956) 318-2157

To apply for a tax refund, the taxpayer must complete the following

Step 1: Owner's name and address

Owner's name
OBRA HOMES INC (PAID BY:FIRST NATIONAL BANK)

Present mailing address *(number and street)*
P.O. BOX 3008

City, town or post office, state, ZIP code
MCALLEN, TX 78502

Phone *(area code and number)*

Legal description (or attach copy of the tax bill or tax receipt): BRIAR GROVE UT 1 LOT 89

Step 2: Describe the property

Address or location of property:

R697269

Account number of property:
B4235.01.000.0089.00

Tax receipt number:
OR 10461160

Step 3: Give the tax payment information

Name Of Taxing Unit from Which Refund is Requested	Year for Which Refund is Requested	Date of the Tax Payment	Amount of Taxes Paid	Amount of Tax Refund Requested
1. ALL ENTITIES	2007	12/31 / 2007	$ 3336.92	$ 2981.95
2.		/	$	$
3.		/	$	$
4.		/	$	$
5. TOTAL		/	$	$ 2981.95

Taxpayer's reason for refund *(attach supporting documentation)*: SUPP#16

CLERICAL ERRORS (INCLUSION OF PROPERTY-NON EXISTENT)

NB

Step 4: sign the form

"I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct."

sign here — Signature — Date of application for tax refund

If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code Section 37.10.

Step 5: Tax refund Determination

This tax refund is ☑ Approved ☐ Disapproved

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE: JE 1-26-09

sign here — Authorized officer — Date: 1/30/09

sign here — Collector(s) of taxing unit(s) for refund applications over *(insert amount for which governing body approval is required under Section 31.11, tax code)* — Date: 1/14/09

1/14

APPLICATION FOR TAX REFUND

Collection office name HIDALGO COUNTY TAX OFFICE	Collecting tax for: (Tax Units) GHD-SST-DR1-FD1-FD2-FD3-FD4-CAN-CLV-CMS-CPN-CPO-CWL-SEB-SLV-SML-SMS-SSL-SWL-JCC
Present mailing address *(number and street)* P O BOX 178	
City, town or post office, state, ZIP code EDINBURG TX 78540-0178	Phone *(area code and number)* (956) 318-2157

To apply for a tax refund, the taxpayer must complete the following

Step 1: Owner's name and address

Owner's name
RAMIREZ, ALFREDO & LYDIA R (PAID BY: WELLS FARGO)

Present mailing address *(number and street)*
9124 N. 23RD ST

City, town or post office, state, ZIP code
MCALLEN, TX 78504

Phone *(area code and number)*

Step 2: Describe the property

Legal description (or attach copy of the tax bill or tax receipt): EBONY HEIGHTS N 5.9 AC OUT OF S 11.14 AC OF LOTS 30 & W 1/2 OF 31- BLK 2

Address or location of property:

R162822

Account number of property: E2300.00.002.0030.02

Tax receipt number: OR 12817563

Step 3: Give the tax payment information

Name Of Taxing Unit from Which Refund is Requested	Year for Which Refund is Requested	Date of the Tax Payment	Amount of Taxes Paid	Amount of Tax Refund Requested
1. ALL ENTITIES	2008	12/31 / 2008	$ 29260.88	$ 4192.27
2.		/	$	$
3.		/	$	$
4.		/	$	$
5. TOTAL		/	$	$ 4192.27

Taxpayer's reason for refund *(attach supporting documentation)*: TAX CEILING CORRECTION.

NB

Step 4: sign the form

"I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct."

sign here — Signature

Date of application for tax refund

If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code Section 37.10.

Step 5: Tax refund Determination

This tax refund is ☑ Approved ☐ Disapproved

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE: JE 1-26-09

sign here — Authorized official

Date 1/30/09

Collector(s) of taxing unit(s) for refund applications over *(insert amount for which governing body approval is required under Section 31.11, tax code)*

sign here

Date 1-14-09

1/14

APPLICATION FOR TAX REFUND

Collection office name HIDALGO COUNTY TAX OFFICE	Collecting tax for: (Tax Units) GHD-SST-DR1-FD1-FD2-FD3-FD4-CAN-CLV-CMS-CPN-CPO-CWL-SEB-SLV-SML-SMS-SSL-SWL-JCC
Present mailing address *(number and street)* P O BOX 178	
City, town or post office, state, ZIP code EDINBURG TX 78540-0178	Phone *(area code and number)* (956) 318-2157

To apply for a tax refund, the taxpayer must complete the following

Step 1: Owner's name and address

Owner's name
JUANITA O YANEZ + PAYOR: CITI FINANCIAL

Present mailing address *(number and street)*
216 COMMERCIAL ST

City, town or post office, state, ZIP code
EDCOUCH, TX 78538

Phone *(area code and number)*

Step 2: Describe the property

Legal description (or attach copy of the tax bill or tax receipt): EDCOUCH ORIGINAL TOWNSITE BLK 7 LT 11,12

Address or location of property:

R163384 +

Account number of property:
E3100.00.007.0011.00 +

OR

Tax receipt number:

Step 3: Give the tax payment information

Name Of Taxing Unit from Which Refund is Requested	Year for Which Refund is Requested		Date of the Tax Payment	Amount of Taxes Paid	Amount of Tax Refund Requested
1. ALL ENTITIES	2007-1986	5/14	/ 2008	$ 3915.64 +	$ 3915.64 +
2.			/	$	$
3.			/	$	$
4.			/	$	$
5. TOTAL			/	$	$ 3915.64 +

Taxpayer's reason for refund *(attach supporting documentation)*: P/E AS PER MORTGAGE THEY HAD PAID ON WRONG ACCT R163384, INSTEAD OF PAYING ON ACCT R163547. +

NEED TO APPLY MONEY TO CORRECT ACCT.

TR

Step 4: sign the form

"I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct."

sign here ➡ Signature

Date of application for tax refund: 01/05/09

If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code Section 37.10.

Step 5: Tax refund Determination

This tax refund is ☑ Approved ☐ Disapproved

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE: JE 1-27-09

sign here ➡ Authorized official — Date: 1/30/09

Collector(s) of taxing unit(s) for refund applications over *(insert amount for which governing body approval is required under Section 31.11, tax code)*

sign here ➡ — Date: 1-14-09

1/14

APPLICATION FOR TAX REFUND

Collection office name HIDALGO COUNTY TAX OFFICE	Collecting tax for: (Tax Units) GHD-SST-DR1-FD1-FD2-FD3-FD4-CAN-CLV-CMS-CPN-CPO-CWL-SEB-SLV-SML-SMS-SSL-SWL-JCC
Present mailing address *(number and street)* P O BOX 178	
City, town or post office, state, ZIP code EDINBURG TX 78540-0178	Phone *(area code and number)* (956) 318-2157

To apply for a tax refund, the taxpayer must complete the following

Step 1: Owner's name and address

Owner's name
THOMAS, JOHN W (PAID BY:BOARDER TO BOARDER TRUCKING, INC.)

Present mailing address *(number and street)*
P.O. BOX 3328

City, town or post office, state, ZIP code
EDINBURG, TX 78540

Phone *(area code and number)*

Legal description (or attach copy of the tax bill or tax receipt): ZERO 2006 / VEHICLES AT EDINBURG SCHOOL

Step 2: Describe the property

& CITY

Address or location of property:

P672616

Account number of property: E3300.99.000.0000.94 OR Tax receipt number: 7362370

Step 3: Give the tax payment information

Name Of Taxing Unit from Which Refund is Requested	Year for Which Refund is Requested	Date of the Tax Payment	Amount of Taxes Paid	Amount of Tax Refund Requested
1. ALL ENTITIES	2005	06/30 / 2006	$ 10639.06	$ 10639.06
2.		/	$	$
3.		/	$	$
4.		/	$	$
5. TOTAL		/	$	$ 10639.06

Taxpayer's reason for refund *(attach supporting documentation)*: SUPP# 33

CLERICAL ERRORS (PERSONAL PROPERTY NOT TAXABLE JAN 1ST)

NB

Step 4: sign the form

"I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct."

sign here — Signature

Date of application for tax refund

If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code Section 37.10.

Step 5: Tax refund Determination

This tax refund is ☑ Approved ☐ Disapproved

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE: JE 1-26-09

sign here — Authorized officer

Date 1/30/09

sign here — Collector(s) of taxing unit(s) for refund applications over *(insert amount for which governing body approval is required under Section 31.11, tax code)*

Date 1-14-09

1/4

170325212

APPLICATION FOR TAX REFUND

Collection office name	Collecting tax for: (Tax Units)
HIDALGO COUNTY TAX OFFICE	GHD-SST-DR1-FD1-FD2-FD3-FD4-CAN-CLV-CMS-CPN-CPO-CWL-SEB-SLV-SML-SMS-SSL-SWL-JCC
Present mailing address *(number and street)* P O BOX 178	
City, town or post office, state, ZIP code EDINBURG TX 78540-0178	Phone *(area code and number)* (956) 318-2157

To apply for a tax refund, the taxpayer must complete the following

Step 1: Owner's name and address

Owner's name
NORMA SILGUERO PAID BY:

Present mailing address *(number and street)*
PO BOX 3066

City, town or post office, state, ZIP code
MISSION, TX 78573-0052

Countrywide Tax Service Corporation
Attn: Jeff
7105 Corporate Drive
PTXB- TX2-981-03-02
Plano, TX 75024

Phone *(area code and number)*

Legal description (or attach copy of the tax bill or tax receipt): EL ENCINAL LOT 18

Step 2: Describe the property

Address or location of property:

R540214

Account number of property:

E4252.00.000.0018.00

OR Tax receipt number: 12300701

Step 3: Give the tax payment information

Name Of Taxing Unit from Which Refund is Requested	Year for Which Refund is Requested	Date of the Tax Payment	Amount of Taxes Paid	Amount of Tax Refund Requested
1. ALL ENTITIES	2008	10/31 / 08	$ 5250.64	$ 3233.68
2.		/	$	$
3.		/	$	$
4.		/	$	$
5.		/	$ TOTAL	$ 3233.68

Taxpayer's reason for refund *(attach supporting documentation)*: OVERPAYMENT

0830503B

MM

Step 4: sign the form

"I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct."

sign here **Signature** Don Hill for Countrywide — **Date of application for tax refund** 12-10-08

If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code Section 37.10.

Step 5: Tax refund Determination

This tax refund is ☑ Approved ☐ Disapproved

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE: JE 1-26-09

sign here — Authorized officer — Date 1/30/09

sign here — Collector(s) of taxing unit(s) for refund applications over *(insert amount for which governing body approval is required under Section 31.11, tax code)* — Date 12/30/08

1/12
12/30

APPLICATION FOR TAX REFUND

Collection office name HIDALGO COUNTY TAX OFFICE	Collecting tax for: (Tax Units) GHD-SST-DR1-FD1-FD2-FD3-FD4-CAN-CLV-CMS-CPN-CPO-CWL-SEB-SLV-SML-SMS-SSL-SWL-JCC
Present mailing address *(number and street)* P O BOX 178	
City, town or post office, state, ZIP code EDINBURG TX 78540-0178	Phone *(area code and number)* (956) 318-2157

To apply for a tax refund, the taxpayer must complete the following

Step 1: Owner's name and address

Owner's name
GUADALUPE CAVAZOS PAID BY: GMAC MORTGAGE

Present mailing address *(number and street)*
5103 ELK LN

City, town or post office, state, ZIP code
EDINBURG, TX 78539-8430

Phone *(area code and number)*
319-236-5511 ester

Legal description (or attach copy of the tax bill or tax receipt): ENCANTO RIDGE LOT 25

Step 2: Describe the property

Address or location of property:

R561412

Account number of property:
E5670.00.000.0025.00

OR Tax receipt number:
12132404/12131404

Step 3: Give the tax payment information

Name Of Taxing Unit from Which Refund is Requested	Year for Which Refund is Requested		Date of the Tax Payment	Amount of Taxes Paid	Amount of Tax Refund Requested
1. ALL ENTITIES	2007	8/27	/ 08	$ 2081.32	$ 2081.32
2. CITY OF PHARR	2007	8/28	/ 08	$ 692.30	$ 692.30
3.			/	$	$
4.			/	$	$
5.			/	$ TOTAL	$ 2773.62

Taxpayer's reason for refund *(attach supporting documentation)*: PAID IN ERROR. REFUND BACK TO MORTGAGE. TAXPAYER HAS MONEY IN ESCROW. LN#597005800

MM

Step 4: sign the form

"I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct."

sign here Signature Esther Eichlenberg

Date of application for tax refund

If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code Section 37.10.

Step 5: Tax refund Determination

This tax refund is ☑ Approved ☐ Disapproved

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE: JE 1-27-09

sign here — Authorized official — Date 1/30/09

sign here — Collector(s) of taxing unit(s) for refund applications over *(insert amount for which governing body approval is required under Section 31.11, tax code)* — Date 12/30/08

1/12
10/30

7441807682

7441807427 Pd Amount

APPLICATION FOR TAX REFUND

Collection office name HIDALGO COUNTY TAX OFFICE	Collecting tax for: (Tax Units) GHD-SST-DRJ-FDJ-FD2-FD3-FD4-CAN-CLV-CMS-CPN-GPO-CWL-SEB-SLV-SML-SMS-SSL-SWL-JCC
Present mailing address *(number and street)* P O BOX 178	
City, town or post office, state, ZIP code EDINBURG TX 78540-0178	Phone *(area code and number)* (956) 318-2157

RECEIVED
JAN 05 2009
Hidalgo County Tax Office
Collections Department

To apply for a tax refund, the taxpayer must complete the following.

Step 1: Owner's name and address

Owner's name
JOSE L & BLANCA GONZALEZ PAID BY: HOMECOMINGS FINANCIAL

Present mailing address *(number and street)*
2222 GRAPEFRUIT DR

City, town or post office, state, ZIP code
MISSION, TX 78572-0000

Phone *(area code and number)*

Legal description (or attach copy of the tax bill or tax receipt): HACKBERRY MANOR LOT 5

Step 2: Describe the property

Address or location of property:

R689790

Account number of property:
H0520.00.000.0005.00 OR 11653421

Tax receipt number:
Or # 1273300

Step 3: Give the tax payment information

Name Of Taxing Unit from Which Refund is Requested	Year for Which Refund is Requested	Date of the Tax Payment	Amount of Taxes Paid	Amount of Tax Refund Requested
1. ALL ENTITIES	2006	4/22 / 08	$ 7093.67	$ 7093.67
2. ALL ENTITIES	2007	4/22 / 08	$ 922.75	$ 922.75
3.		/	$	$
4.		/	$	$
5.		/	$ TOTAL	$ 8016.42

Taxpayer's reason for refund *(attach supporting documentation)*: PAID IN ERROR. REFUND BACK TO MORTGAGE CO.

MM

Step 4: sign the form

"I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct."

sign here — Signature: Esther Eckstenborg — **Date of application for tax refund**: 12-29-08

If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code Section 37.10.

Step 5: Tax refund Determination

This tax refund is ☑ Approved ☐ Disapproved

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE: JE 1-27-09

sign here — Authorized officer — Date: 1/30/09

sign here — Collector(s) of taxing unit(s) for refund applications over *(insert amount for which governing body approval is required under Section 31.11, tax code)* — Date: 1-14-09

Debbie 904-835 8516 H0520.00.000.0005.00

1/14 Book Keeper

LICATION FOR TAX REFUND

Collection office name HIDALGO COUNTY TAX OFFICE	Collecting tax for: (Tax Units) GHD-SST-DR1-FD1-FD2-FD3-FD4-CAN-CLV-CMS-CPN-CPO-CWL-SEB-SLV-SML-SMS-SSL-SWL-JCC
Present mailing address *(number and street)* P O BOX 178	
City, town or post office, state, ZIP code EDINBURG TX 78540-0178	Phone *(area code and number)* (956) 318-2157

To apply for a tax refund, the taxpayer must complete the following

Step 1: Owner's name and address

Owner's name
J ALLEN FAMILY PARTNERS

Present mailing address *(number and street)*
13909 NACOGDOCHES RD #~~106~~ 105 PMB 206

City, town or post office, state, ZIP code
SAN ANTONIO, TX 78217

Phone *(area code and number)*

Legal description (or attach copy of the tax bill or tax receipt): MIGRANT LT 2

Step 2: Describe the property

Address or location of property:

R704555

Account number of property:

M4158.00.000.0002.00

OR

Tax receipt number:

Step 3: Give the tax payment information

Name Of Taxing Unit from Which Refund is Requested	Year for Which Refund is Requested	Date of the Tax Payment	Amount of Taxes Paid	Amount of Tax Refund Requested
1. ALL ENTITIES	2008	12/5 / 2008	$ 11408.94	$ 11408.94
2.		/	$	$
3.		/	$	$
4.		/	$	$
5. TOTAL		/	$ 11408.94	$ 11408.94

Taxpayer's reason for refund *(attach supporting documentation)*: OP Duplicate

HF

Step 4: sign the form

"I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct."

sign here — Signature: James R. Allen — Date of application for tax refund: 12-16-08

If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code Section 37.10.

Step 5: Tax refund Determination

This tax refund is ☑ Approved ☐ Disapproved

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE: JE 1-26-09

sign here — Authorized officer — Date: 1/30/09

Collector(s) of taxing unit(s) for refund applications over *(insert amount for which governing body approval is required under Section 31.11, tax code)*

sign here — Date: 12/30/08

1/12
12/30

ATION FOR TAX REFUND

Collection office name HIDALGO COUNTY TAX OFFICE	Collecting tax for: (Tax Units) GHD-SST-DR1-FD1-FD2-FD3-FD4-CAN-CLV-CMS-CPN-CPO-CWL-SEB-SLV-SML-SMS-SSL-SWL-JCC
Present mailing address *(number and street)* P O BOX 178	
City, town or post office, state, ZIP code EDINBURG TX 78540-0178	Phone *(area code and number)* (956) 318-2157

To apply for a tax refund, the taxpayer must complete the following

Step 1: Owner's name and address

Owner's name SAENZ, LEO D PAYER: COUNTRY WIDE	
Present mailing address *(number and street)* 322 SAPPHIRE ST	
City, town or post office, state, ZIP code EDINBURG, TX 78539	Phone *(area code and number)*

Legal description (or attach copy of the tax bill or tax receipt): RIVER ROCK LOT 35

Step 2: Describe the property

LN# 21352045

Address or location of property:

R644951

Account number of property: R3294.00.000.0035.00 OR Tax receipt number:

Step 3: Give the tax payment information

Name Of Taxing Unit from Which Refund is Requested	Year for Which Refund is Requested		Date of the Tax Payment	Amount of Taxes Paid	Amount of Tax Refund Requested
1. ALL ENTITIES	2007	10/31	/ 2008	$ 6594.02	$ 6594.02
2.			/	$	$
3.			/	$	$
4.			/	$	$
5. TOTAL			/	$	$ 6594.02

Taxpayer's reason for refund *(attach supporting documentation)*: P/E AS PER COUNTRY WIDE PAID ON WRONG ACCT. REFUND BACK TO MORTGAGE.

TR

Step 4: sign the form

"I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct."

sign here — Signature: Jennifer [illegible], Tax Receivable Countryside Tax Services — Date of application for tax refund: 11/18/08

If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code Section 37.10.

Step 5: Tax refund Determination

This tax refund is ☑ Approved ☐ Disapproved

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE: JE 1.27.09

sign here — Authorized officer — Date: 1/30/09

sign here — Collector(s) of taxing unit(s) for refund applications over *(insert amount for which governing body approval is required under Section 31.11, tax code)* — Date: 12/02/08

1112
12tm

96562974

RECEIVED
JAN 08 2009
HIDALGO COUNTY TAX OFFICE
COLLECTIONS DEPARTMENT

APPLICATION FOR TAX REFUND

Collection office name HIDALGO COUNTY TAX OFFICE	Collecting tax for: (Tax Units) GHD-SST-DR1-FD1-FD2-FD3-FD4-CAN-CLV-CMS-CPN-CPO-CWL-SEB-SLV-SML-SMS-SSL-SWL-JCC
Present mailing address *(number and street)* P O BOX 178	
City, town or post office, state, ZIP code EDINBURG TX 78540-0178	Phone *(area code and number)* (956) 318-2157

To apply for a tax refund, the taxpayer must complete the following

Step 1: Owner's name and address

Owner's name
PATRICIA & TALAL EL HAJ

Present mailing address *(number and street)*
2606 E GRIFFIN PKWY

City, town or post office, state, ZIP code
MISSION TX 78572-3321

paid

Countrywide Tax Service Corporation
Attn: Jeff
7105 Corporate Drive
PTXB-TX2-981-03-02
Plano, TX 75024

Phone *(area code and number)*
866-882-2863- X3401

Legal description (or attach copy of the tax bill or tax receipt): JOHN H SHARY E214.94' W262.94' LOT 246

Step 2: Describe the property

2.23 AC NET

Address or location of property:

R281246

Account number of property:

S2950.00.000.0246.10

Tax receipt number:

OR 12315913

Step 3: Give the tax payment information

	Name Of Taxing Unit from Which Refund is Requested	Year for Which Refund is Requested	Date of the Tax Payment	Amount of Taxes Paid	Amount of Tax Refund Requested
1.	ALL ENTITIES	2008	10/31 / 08	$ 11592.20	$ 3076.57
2.			/	$	$
3.			/	$	$
4.			/	$	$
5.			/	$ TOTAL	$ 3076.57

Taxpayer's reason for refund *(attach supporting documentation)*: OVERPAYMENT

0830509C

MM

Step 4: sign the form

"I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct."

sign here **Signature** Jon Hill for Countrywide **Date of application for tax refund** 12-10-08

If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code Section 37.10.

Step 5: Tax refund Determination

This tax refund is ☑ Approved ☐ Disapproved

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE: JE 1-27-09

sign here — Authorized officer — Date 1/30/09

sign here — Collector(s) of taxing unit(s) for refund applications over *(insert amount for which governing body approval is required under Section 31.11, tax code)* — Date 1-14-09

1/14

AI-13969 **6.B.**

TAX OFFICE REFUNDS

CC CONSENT

Date: 02/17/2009
Submitted By: Hilda Fuentes, TAX OFFICE
Submitted For: Hilda Fuentes
Department: TAX OFFICE
Agenda Category: Tax Refunds

Information

CAPTION

ACCT#	PROPERTY OWNER	PAYER	AMT
P7475.00.000.0001.00	EL PISTALON LLP	EL PISTALON LLP	$22377.19
T0420.00.000.0001.01	BROOKS. LOIS D	BROOKS LOIS D	$7826.08
T2100.00.273.0013.02	EL PISTALON LLP	EL PISTALON LLP	$7955.30

BACKGROUND

Fiscal Impact

Attachments

Link: 1ST PAGE
Link: ACCTS PAGE
Link: EL PISTALON
Link: BROOKS
Link: PISTALON

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	02/11/2009 04:15 PM	APRV
2	Roland Garcia	Rolando Garcia	02/11/2009 05:04 PM	APRV
3	Auditor's Office		02/13/2009 05:43 PM	NEW

Form Started By: Hilda Fuentes — Started On: 02/11/2009 03:17 PM

Final Approval Date: 02/13/2009

Office of Tax Assessor-Collector

COUNTY of HIDALGO



Armando Barrera Jr., RTA
Assessor and Collector

P.O. Box 178
Edinburg, Texas 78540-0178
(956) 318-2157 • Fax (956) 318-2733

February 10, 2009

The Honorable J.D Salinas III
Hidalgo County Commissioners
Edinburg, Texas 78539

Re: See attached list

Gentlemen:

As per Section 31.11 of the Property Tax Code, the governing body of each taxing unit must authorize refunds of overpayments or erroneous payments over $ 2500.00 dollars.

I respectfully request that the Commissioner's Court approve the enclosed application for a tax refund based on an adjustment approved by the Hidalgo County Appraisal District Office.

When completed, please return the attached to this office.

Thanking you for your assistance in this matter, I remain.

Very truly yours,

Armando Barrera, Jr. RTA

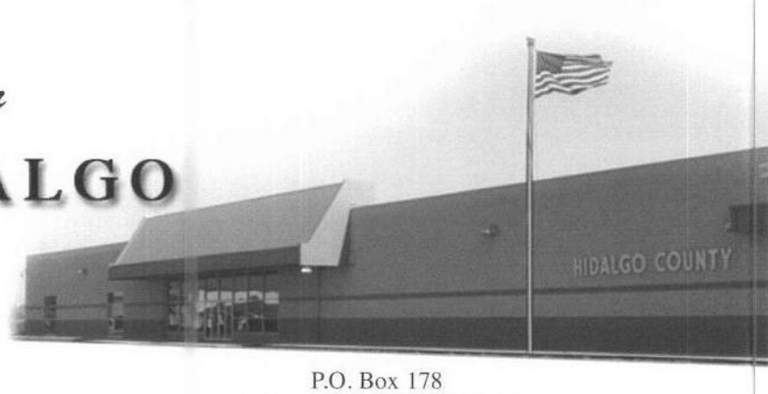
Abj:mm

Enclosure

Xc: Hidalgo County Auditor
Raymundo Eufracio, CPA

Office of Tax Assessor-Collector

COUNTY of HIDALGO



Armando Barrera Jr., RTA
Assessor and Collector

P.O. Box 178
Edinburg, Texas 78540-0178
(956) 318-2157 • Fax (956) 318-2733

ACCOUNT NUMBER	PROPERTY OWNER	PAYER	AMOUNT
1. P7475.00.000.0001.00	EL PISTALON LLP	EL PISTALON LLP	$ 22,377.19
2. T0420.00.000.0001.01	BROOKS, LOIS D	BROOKS LOIS D	$ 7,826.08
3. T2100.00.273.0013.02	EL PISTALON LLP	EL PISTALON LLP	$ 7,955.30

APPLICATION FOR TAX REFUND

Collection office name HIDALGO COUNTY TAX OFFICE	Collecting tax for: (Tax Units) GHD-SST-DR1-FD1-FD2-FD3-FD4-CAN-CLV-CMS-CPN-CPO-CWL-SEB-SLV-SML-SMS-SSL-SWL-JCC
Present mailing address *(number and street)* P O BOX 178	
City, town or post office, state, ZIP code EDINBURG TX 78540-0178	Phone *(area code and number)* (956) 318-2157

To apply for a tax refund, the taxpayer must complete the following

Step 1: Owner's name and address

Owner's name
EL PISTALON LLP

Present mailing address *(number and street)*
222 W UNIVERSITY DR

City, town or post office, state, ZIP code
EDINBURG, TX 78539-3301

Phone *(area code and number)*

Step 2: Describe the property

Legal description (or attach copy of the tax bill or tax receipt): PLAZA LAS FUENTES LOT 1 EXC AN IRR TR S6 64.84' E725'

Address or location of property:

R697132

Account number of property: P7475.00.000.0001.00

Tax receipt number: OR 11227154

Step 3: Give the tax payment information

Name Of Taxing Unit from Which Refund is Requested	Year for Which Refund is Requested	Date of the Tax Payment	Amount of Taxes Paid	Amount of Tax Refund Requested
1. ALL ENTITIES	2007	1/31 / 08	$ 99885.79	$ 22377.19
2.		/	$	$
3.		/	$	$
4.		/	$	$
5.		/	$ TOTAL	$ 22377.19

Taxpayer's reason for refund *(attach supporting documentation)*: COURT ORDER #C-2867-07-C

MM

Step 4: sign the form

"I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct."

sign here **Signature** | **Date of application for tax refund**

If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code Section 37.10.

Step 5: Tax refund Determination

This tax refund is ☑ Approved ☐ Disapproved

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE: JE 2-6-09

sign here — Authorized officer — Date 2/9/09

sign here — Collector(s) of taxing unit(s) for refund applications over *(insert amount for which governing body approval is required under Section 31.11, tax code)* — Date 2/3/09

215

APPLICATION FOR TAX REFUND

Collection office name	Collecting tax for: (Tax Units)
HIDALGO COUNTY TAX OFFICE	GHD-SST-DR1-FD1-FD2-FD3-FD4-CAN-CLV-CMS-CPN-CPO-CWL-SEB-SLV-SML-SMS-SSL-SWL-JCC
Present mailing address *(number and street)* P O BOX 178	
City, town or post office, state, ZIP code EDINBURG TX 78540-0178	Phone *(area code and number)* (956) 318-2157

To apply for a tax refund, the taxpayer must complete the following

Step 1: Owner's name and address

Owner's name
BROOKS, LOIS D

Present mailing address *(number and street)*
1301 E 8TH ST

City, town or post office, state, ZIP code
MISSION, TX 78572

Phone *(area code and number)*

Legal description (or attach copy of the tax bill or tax receipt): TAMKIN 0.89 AC LOT 1

Step 2: Describe the property

Address or location of property:

R553122

Account number of property:
T0420.00.000.0001.01

OR

Tax receipt number:
6363509/9548531/11489766

Step 3: Give the tax payment information

Name Of Taxing Unit from Which Refund is Requested	Year for Which Refund is Requested	Date of the Tax Payment	Amount of Taxes Paid	Amount of Tax Refund Requested
1. ALL ENTITIES	2005	01/25 / 2006	$ 3604.16	$ 2519.21
2.	2006	06/28 / 2007	$ 3955.14	$ 2804.88
3.	2007	02/29 / 2008	$ 3474.10	$ 2501.99
4.		/	$	$
5. TOTAL		/	$	$ 7826.08

Taxpayer's reason for refund *(attach supporting documentation)*: PAID IN ERROR ON ACCT#R553122

APPLY TO CORRECT ACCT#R724666.

NB

Step 4: sign the form

"I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct."

sign here — Signature

Date of application for tax refund: 1-9-09

If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code Section 37.10.

Step 5: Tax refund Determination

This tax refund is ☑ Approved ☐ Disapproved

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE: JE 2-5-09

sign here — Authorized officer

Date: 2/10/09

Collector(s) of taxing unit(s) for refund applications over *(insert amount for which governing body approval is required under Section 31.11, tax code)*

sign here

Date: 1-14-09

2/5

APPLICATION FOR TAX REFUND

Collection office name HIDALGO COUNTY TAX OFFICE	Collecting tax for: (Tax Units) GHD-SST-DR1-FD1-FD2-FD3-FD4-CAN-CLV-CMS-CPN-CPO-CWL-SEB-SLV-SML-SMS-SSL-SWL-JCC
Present mailing address *(number and street)* P O BOX 178	
City, town or post office, state, ZIP code EDINBURG TX 78540-0178	Phone *(area code and number)* (956) 318-2157

To apply for a tax refund, the taxpayer must complete the following

Step 1: Owner's name and address

Owner's name
EL PISTALON LLP

Present mailing address *(number and street)*
222 W UNIVERSITY DR

City, town or post office, state, ZIP code
EDINBURG, TX 78539-3301

Phone *(area code and number)*

Legal description (or attach copy of the tax bill or tax receipt): TEX MEX SURVEY N495' LOT 13 BLK 273 15.0 AC GR

Step 2: Describe the property

13.91 AC NET

Address or location of property:

R297152

Account number of property:

T2100.00.273.0013.02

Tax receipt number:

OR 11227154

Step 3: Give the tax payment information

Name Of Taxing Unit from Which Refund is Requested	Year for Which Refund is Requested	Date of the Tax Payment	Amount of Taxes Paid	Amount of Tax Refund Requested
1. ALL ENTITIES	2007	1/31 / 08	$ ~~33295.24~~	$ 7955.30
2.		/	$ 24,293.42	$
3.		/	$	$
4.		/	$	$
5.		/	$ TOTAL	$ 7955.30

Taxpayer's reason for refund *(attach supporting documentation)*: COURT ORDER #C-2867-07-C

MM

Step 4: sign the form

"I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct."

sign here **Signature** | **Date of application for tax refund**

If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code Section 37.10.

Step 5: Tax refund Determination

This tax refund is ☑ Approved ☐ Disapproved

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE: JE 2-6-09

sign here — Authorized official — Date 2/9/09

sign here — Collector(s) of taxing unit(s) for refund applications over *(insert amount for which governing body approval is required under Section 31.11, tax code)* — Date 2/3/09

2/5

AI-13958 **6.C.**

TAX OFFICE REFUNDS

CC CONSENT

Date: 02/17/2009
Submitted By: Hilda Fuentes, TAX OFFICE
Submitted For: Hilda Fuentes
Department: TAX OFFICE
Agenda Category: Tax Refunds

Information

CAPTION

Acct #	Property Owner	Payer	Amt
E3300.99.000.0006.38	Heggie, Jeff	Valley Tractor Sales	$3413.15

BACKGROUND

Fiscal Impact

Attachments

Link: pg 1
Link: accts pg
Link: Heggie

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	02/11/2009 02:07 PM	APRV
2	Roland Garcia	Rolando Garcia	02/11/2009 02:38 PM	APRV
3	Auditor's Office		02/13/2009 05:43 PM	NEW

Form Started By: Hilda Fuentes
Started On: 02/11/2009 01:55 PM

Final Approval Date: 02/13/2009

Office of Tax Assessor-Collector

COUNTY of HIDALGO



Armando Barrera Jr., RTA
Assessor and Collector

P.O. Box 178
Edinburg, Texas 78540-0178
(956) 318-2157 • Fax (956) 318-2733

February 10, 2009

The Honorable J.D Salinas III
Hidalgo County Commissioners
Edinburg, Texas 78539

Re: See attached list

Gentlemen:

As per Section 31.11 of the Property Tax Code, the governing body of each taxing unit must authorize refunds of overpayments or erroneous payments over $ 2500.00 dollars.

I respectfully request that the Commissioner's Court approve the enclosed application for a tax refund based on an adjustment approved by the Hidalgo County Appraisal District Office.

When completed, please return the attached to this office.

Thanking you for your assistance in this matter, I remain.

Very truly yours,

Armando Barrera, Jr. RTA

Abj:mm

Enclosure

Xc: Hidalgo County Auditor
Raymundo Eufracio, CPA

Office of Tax Assessor-Collector

COUNTY of HIDALGO



Armando Barrera Jr., RTA
Assessor and Collector

P.O. Box 178
Edinburg, Texas 78540-0178
(956) 318-2157 • Fax (956) 318-2733

ACCOUNT NUMBER	PROPERTY OWNER	PAYER	AMOUNT
1. E3300.99.000.0006.38	HEGGIE, JEFF	VALLEY TRACTOR SALES	$ 3,413.15

APPLICATION FOR TAX REFUND

Collection office name HIDALGO COUNTY TAX OFFICE	Collecting tax for: (Tax Units) GHD-SST-DR1-FD1-FD2-FD3-FD4-CAN-CLV-CMS-CPN-CPO-CWL-SEB-SLV-SML-SMS-SSL-SWL-JCC
Present mailing address *(number and street)* P O BOX 178	
City, town or post office, state, ZIP code EDINBURG TX 78540-0178	Phone *(area code and number)* (956) 318-2157

To apply for a tax refund, the taxpayer must complete the following

Step 1: Owner's name and address

Owner's name
HEGGE, JEFF (PAID BY: VALLEY TRACTOR SALES)

Present mailing address *(number and street)*
P.O. BOX 1017

City, town or post office, state, ZIP code
EDINBURG, TX 78540

Phone *(area code and number)*

Legal description (or attach copy of the tax bill or tax receipt): VEHICLES & TRAILERS AT EDINBURG SCHOOL

Step 2: Describe the property

& CITY / NEW ACCT 2004

Address or location of property:

P672481

Account number of property:

E3300.99.000.0006.38

Tax receipt number:

OR 8668852

Step 3: Give the tax payment information

Name Of Taxing Unit from Which Refund is Requested	Year for Which Refund is Requested	Date of the Tax Payment 3102.86	Amount of Taxes Paid	Amount of Tax Refund Requested
1. ALL ENTITIES	2006	01/26 / 2007	~~$ 3413.15~~	$ 3102.86
2. Rendition	2006	01/26 / 2007	$ 310.29	$ 310.29
3.		/	$	$
4.		/	$	$
5. TOTAL		/	$	$ 3413.15

Taxpayer's reason for refund *(attach supporting documentation)*: SUPP# 25

CLERICAL ERRORS (PERSONAL PROPERTY NOT TAXABLE JAN 1ST)

NB

Step 4: sign the form

"I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct."

sign here — Signature

Date of application for tax refund

If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code Section 37.10.

Step 5: Tax refund Determination

This tax refund is ☑ Approved ☐ Disapproved

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE: JE 2-3-09

sign here — Authorized officer — Date 2/5/09

sign here — Collector(s) of taxing unit(s) for refund applications over *(insert amount for which governing body approval is required under Section 31.11, tax code)* — Date 1/14/09

1.129
1/14
+0.50

AI-13888 **7.A.**

Homebuyer Asst. Program contract
CC CONSENT

Date:	02/17/2009
Submitted By:	Estella Webber, URBAN COUNTY
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

Request approval to enter into ONE (1) "Homebuyer Assistance Program" Contract under the Home Program.

BACKGROUND

The applicant below has been found eligible to receive closing cost/down payment assistance under the HOME-Homebuyer Assistance Program. Approval is being requested to enter into contract with the following family:

APPLICANT	FUNDING YEAR	GRANT AMOUNT	LENDER	LEGAL DESCRIPTION
Irma Rodriguez	2005	$ 5,000	USDA	Lot 66 Block 4 La Hacienda North Subdivision Weslaco, Tx.

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	02/10/2009 11:08 AM	APRV
2	Veronica Lopez	Veronica Lopez	02/13/2009 08:47 AM	APRV
3	Auditor's Office		02/13/2009 05:43 PM	NEW

Form Started By: Estella Webber — Started On: 02/09/2009 03:34 PM

Final Approval Date: 02/13/2009

AI-13905 **8.A.**

Monthly Collection Reports for October, November, and December 2008
CC CONSENT

Date: 02/17/2009
Submitted By: Becky Morales, AUDITOR'S OFFICE
Submitted For: Ray Eufracio
Department: AUDITOR'S OFFICE
Agenda Category: Auditor's Office

Information

CAPTION

Monthly Collection Reports for October, November, and December 2008

OFFICE	FEES & COSTS	MONTH
Anzalduas Park	$2,216.00	November 2008
Anzalduas Park	$920.00	December 2008
Constable Celestino Avila	$1,207.60	October 2008
Constable Lazaro Gallardo	$1,170.00	October 2008
Delta Lake	$740.00	November 2008
Delta Lake	$570.00	December 2008
Fire Marshal	$6,188.25	November 2008
Fire Marshal	$19,590.00	December 2008
Law Library	$1,700.75	October 2008
Sheriff's "D"	$7,239.00	November 2008
Sheriff's "D"	$8,302.00	December 2008
Tax Assessor/Collector	$45,068,925.58	December 2008

BACKGROUND

Fiscal Impact

Attachments

Link: mthly coll rpt

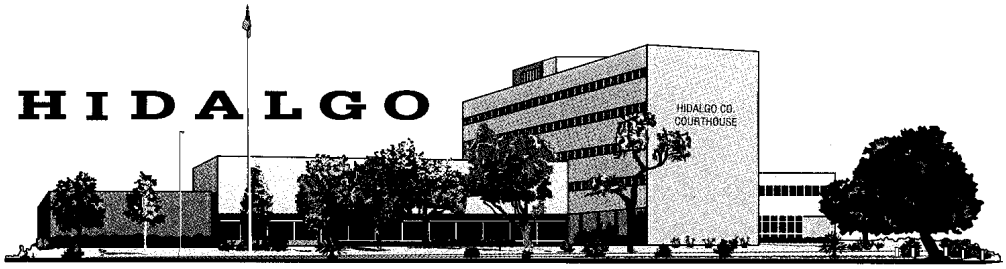
Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	02/10/2009 01:13 PM	APRV
2	Veronica Lopez	Veronica Lopez	02/11/2009 09:42 AM	APRV
3	Auditor's Office	Monica Badillo	02/13/2009 05:43 PM	APRV

Form Started By: Becky Morales Started On: 02/10/2009 11:35 AM

Final Approval Date: 02/13/2009

COUNTY of HIDALGO



EDINBURG, TEXAS 78539

HIDALGO COUNTY AUDITOR'S OFFICE
Hidalgo County Administration Building
2808 South Business Highway 281
Edinburg, Texas 78539-6243
PHONE: (956) 318-2511
FAX: (956) 318-2577
WEBSITE: www.co.hidalgo.tx.us/auditor

February 9, 2009

The Honorable Juan D. Salinas, III
Hidalgo County Judge
County Administration Building, 2nd Floor
100 East Cano
Edinburg, Texas 78539

Dear Judge Salinas:

Please include the attached Monthly Collection Reports on the next Commissioners' Court Agenda:

OFFICE	FEES & COST	MONTH
Anzalduas Park	$ 2,216.00	November 2008
Anzalduas Park	$ 920.00	December 2008
Constable Celestino Avila	$ 1,207.60	October 2008
Constable Lazaro Gallardo	$ 1,170.00	October 2008
Delta Lake	$ 740.00	November 2008
Delta Lake	$ 570.00	December 2008
Fire Marshal	$ 6,188.25	November 2008
Fire Marshal	$ 19,590.00	December 2008
Law Library	$ 1,700.75	October 2008
Sheriff's "D"	$ 7,239.00	November 2008
Sheriff's "D"	$ 8,302.00	December 2008
Tax Assessor/Collector	$ 45,068,925.58	December 2008

Thank you for your consideration in this matter.

Sincerely,

Ray Eufracio, CPA
Hidalgo County Auditor

Attachments

RECEIVED
DEC - 9 2009
HIDALGO COUNTY
AUDITOR'S OFFICE

HIDALGO COUNTY, TEXAS
ANZALDUAS PARK, PRECINCT 3
MONTHLY REPORT FOR THE MONTH ENDING
November 30, 2008 PBA

	DATE	BEGINNING RECEIPT NUMBER	ENDING RECEIPT NUMBER	TOTAL RECEIPTS ISSUED	TOTAL RECEIPT AMOUNT	COUNTY TREASURER DEPOSIT AMOUNT	COUNTY TREASURER DATE OF DEPOSIT	COUNTY TREASURER RECEIPT NUMBER	DEPOSIT SLIP NUMBER	
1	11/1/2008	333417	333677	261	$ 1,044.00	$ 1,044.00	11/1/2008	123902	231	000316
2	11/2/2008	333678	333720	43	$ 172.00	$ 172.00	11/2/2008	123903	231	000317
3	11/3/2008								231	
4	11/4/2008								231	
5	11/5/2008								231	
6	11/6/2008								231	
7	11/7/2008								231	
8	11/8/2008	333721	333787	67	$ 268.00	$ 268.00	11/8/2008	124067	231	000318
9	11/9/2008	333788	333842	55	$ 220.00	$ 220.00	11/9/2008	124068	231	000319
10	11/10/2008								231	
11	11/11/2008								231	
12	11/12/2008								231	
13	11/13/2008								231	
14	11/14/2008								231	
15	11/15/2008	Park	closed	due to	contruction.	$ -			231	
16	11/16/2008	Park	closed	due to	contruction.	$ -			231	
17	11/17/2008								231	
18	11/18/2008								231	
19	11/19/2008								231	
20	11/20/2008								231	
21	11/21/2008								231	
22	11/22/2008	333843	333857	15	$ 60.00	$ 60.00	11/22/2008	124382	231	000320
23	11/23/2008	333858	333877	20	$ 80.00	$ 80.00	11/23/2008	124383	231	000321
24	11/24/2008								231	
25	11/25/2008								231	
26	11/26/2008								231	
27	11/27/2008								231	
28	11/28/2008								231	
29	11/29/2008	333878	333408	31	$ 124.00	$ 124.00	11/29/2008	124548	231	000322
30	11/30/2008	333909	333970	62	$ 248.00	$ 248.00	11/30/2008	124549	231	000323
31	~~8/31/2008~~								231	
				554	$2,216.00	$2,216.00				

TOTAL RECEIPTS AND FUNDS COLLECTED: 554 x $4.00 $ 2,216.00

COUNTY AUDITOR RECEIVED BY 2008 DEC

TOTAL AMOUNT DUE TO GENERAL FUND-----**1100-347-40-123-000-0-000**----- $ 2,216.00
LESS: TOTAL AMOUNTS REMITTED TO GENERAL FUND----- 2,216.00
TOTAL FUNDS DUE TO THE COUNTY TREASURER----- $ -

PREPARED BY: Elva Bonilla DATE: 12-5-08

THIS REPORT HAS BEEN PERSONALLY REVIEWED BY ME AND I CERTIFY IT TO BE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

JOSE M. FLORES
COMMISSIONER PRCT NO. 3

12-5-08
DATE

THIS REPORT IS DUE IN THE OFFICE OF THE COUNTY AUDITOR BEFORE THE FIFTH (5TH) WORKING DAY OF THE FOLLOWING MONTH.

COUNTY AUDITOR'S FORM: RE-PCT.#3-001 REVISED:9/5/05

HIDALGO COUNTY AUDITOR'S OFFICE
APPROVED BY: Bmo
DATE: 1/14/09 1/24/09

X1
X1

HIDALGO COUNTY, TEXAS
ANZALDUAS PARK, PRECINCT 3
MONTHLY REPORT FOR THE MONTH ENDING
December 31, 2008 PBA

	DATE	BEGINNING RECEIPT NUMBER	ENDING RECEIPT NUMBER	TOTAL RECEIPTS ISSUED	TOTAL RECEIPT AMOUNT	COUNTY TREASURER DEPOSIT AMOUNT	DATE OF DEPOSIT	RECEIPT NUMBER	DEPOSIT SLIP NUMBER	
1	12/1/2008								231	
2	12/2/2008								231	
3	12/3/2008								231	
4	12/4/2008								231	
5	12/5/2008								231	
6	12/6/2008	333971	334008	38	$ 152.00	$ 152.00	12/6/2008	124672	231	00324
7	12/7/2008	334009	334047	39	$ 156.00	$ 156.00	12/7/2008	124673	231	00325
8	12/8/2008								231	
9	12/9/2008								231	
10	12/10/2008								231	
11	12/11/2008								231	
12	12/12/2008								231	
13	12/13/2008	334048	334064	17	$ 68.00	$ 68.00	12/13/2008	124872	231	00326
14	12/14/2008	334065	334091	27	$ 108.00	$ 108.00	12/14/2008	124873	231	00327
15	12/15/2008					$ -			231	
16	12/16/2008					$ -			231	
17	12/17/2008								231	
18	12/18/2008								231	
19	12/19/2008								231	
20	12/20/2008	334092	334124	33	$ 132.00	$ 132.00	12/20/2008	125009	231	00328
21	12/21/2008	334125	334131	7	$ 28.00	$ 28.00	12/21/2008	125010	231	00329
22	12/22/2008								231	
23	12/23/2008								231	
24	12/24/2008								231	
25	12/25/2008								231	
26	12/26/2008								231	
27	12/27/2008	334132	334184	53	$ 212.00	$ 212.00	12/27/2008	125137	231	00330
28	12/28/2008	334185	334200	16	$ 64.00	$ 64.00	12/28/2008	125138	231	00331
29	12/29/2008								231	
30	12/30/2008								231	
31	~~8/31/2008~~								231	
				230	$920.00	$920.00				

TOTAL RECEIPTS AND FUNDS COLLECTED: 230 x $4.00 $ 920.00

TOTAL AMOUNT DUE TO GENERAL FUND----**1100-347-40-123-000-0-000**----	$ 920.00
LESS: TOTAL AMOUNTS REMITTED TO GENERAL FUND----	920.00
TOTAL FUNDS DUE TO THE COUNTY TREASURER----	$ -

X10

PREPARED BY: Elva Barrera DATE: 12/30/08

THIS REPORT HAS BEEN PERSONALLY REVIEWED BY ME AND I CERTIFY IT TO BE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

JOSE M. FLORES
COMMISSIONER PRCT NO. 3

1-5-09
DATE

THIS REPORT IS DUE IN THE OFFICE OF THE COUNTY AUDITOR BEFORE THE FIFTH (5TH) WORKING DAY OF THE FOLLOWING MONTH.

HIDALGO COUNTY AUDITOR'S OFFICE
APPROVED BY: Bro
DATE: 1/4/09 1/24/09

X2 X1

Constable Celestino A la Jr. Monthly Report ORIGINAL

For the Month Ending October 2008

Date	Plaintiff	Defendant	Receipt #	Cause #	Type of Service	In/Out County	Court	Treasurer #	Amount Due
Monday, October 06, 2008	Hidalgo Housing Authority	Jose Padron and all occupants	9654-1	FED08-074JM	FED	In County	Justice Clerk	123287	$60.00
Monday, October 06, 2008	Hidalgo Housing Authority	Fidelita Trejo and all occupants	9655-1	FED08-075JM	FED	In County	Justice Clerk	123287	$60.00
Tuesday, October 07, 2008	Countrywide Home Loans, Inc.	Javier Orlando Flores and all other occupants	9656-1	FED08-076JM	FED	In County	Justice Clerk	123287	$60.00
Tuesday, October 07, 2008	LVNV Funding LLC	Jaime Luna	9657-1	CL-08-2688-B	Civil Claims	In County	County Clerk	123287	$60.00
Tuesday, October 14, 2008	The State of Texas	Leonor Leyja	9658-1	T06-5240J12	Warrant Fee	In County	Justice Clerk	123448	$50.00
Monday, October 06, 2008	J. P. Morton dba Sarasota CCM, Inc.	Salvador Ayala	9659-1	SC00018232	Small Claims	Out of County	Justice Clerk	123448	$50.00
Thursday, October 16, 2008	The State of Texas	Servando Davila	9660-1	T06-2698J12	Warrant Fee	In County	Justice Clerk	123448	$50.00
Thursday, October 16, 2008	The State of Texas	Matthew J. Pool	9661-1	06-337J12	Warrant Fee	In County	Justice Clerk	123448	$50.00
Monday, October 20, 2008	Lack's Valley Stores	Vinita Salinas	9662-1	CC08-054JM	Writ of Execution	In County	Justice Clerk	123619	$200.00
Tuesday, October 21, 2008	Ofelia Flores	Guadalupe Rivera and all other occupants	9663-1	FED08-081JM	FED	In County	Justice Clerk	123619	$60.00

Wednesday, November 05, 2008

This report has been personally reviewed by me and which I certify to be true and correct to the best of my knowledge

Approved by: _____ *Constable, Precinct 1*

Prepared by: _____ *Chief Deputy*

NOV HIDALGO COUNTY AUDITOR'S OFFICE

	Plaintiff	Defendant	Receipt #	se #	Type of Service	In/Out County	Court	Treasurer #	Amoun
Monday, October 27, 2008	Hector Guerra	Amy Rodriguez and all other occupants served to Juan Rodriguez	9664-1	FED08-083JM	FED	In County	Justice Clerk	123799	$60.00
Tuesday, October 28, 2008	Unifirst	Stormy Colors (Martin Santos)	9665-1	CC08-168JM	Civil Claims	In County	Justice Clerk	123799	$60.00
Thursday, October 30, 2008	The State of Texas	Stephanie Rincon	9666-1	T06-2378J12	Warrant Fee	In County	Justice Clerk	123799	$50.00
Thursday, October 30, 2008	The State of Texas	Ruben M. Flores	9667-1	99-51085-TR	Warrant Fee	In County	Justice Clerk	123799	$50.00
Friday, October 31, 2008	The State of Texas	Veronica Cepeda Rivera	9668-1	T07-0217J12	Warrant Fee	In County	Justice Clerk	123799	$50.00
Wednesday, July 16, 2008	The State of Texas	Marty Miller - not served	9669-1	9602712B	Precept To Serve	Out of County	District Clerk	123799	$39.60
Wednesday, July 16, 2008	The State of Texas	Marty Miller	9670-1	9602712B	Citation	Out of County	District Clerk	123799	$39.60
Wednesday, July 16, 2008	The State of Texas	Miguel Angel Quintana	9671-1	2005-07-3620-E	Precept To Serve	Out of County	District Clerk	123799	$39.60
Wednesday, July 16, 2008	The State of Texas	Miguel Angel Quintana	9672-1	2005-07-3620-E	Citation	Out of County	District Clerk	123799	$39.60
Wednesday, July 16, 2008	The State of Texas	Trent Allen Heggen	9673-1	2000062319E	Precept To Serve	Out of County	District Clerk	123799	$39.60
Wednesday, July 16, 2008	The State of Texas	Trent Allen Heggen	9674-1	2000062319E	Citation	Out of County	District Clerk	123799	$39.60
Grand Total									$1,207.60

HIDALGO COUNTY AUDITOR'S OFFICE
APPROVED BY:
DATE: 12/22/08 V10/09

RECEIVED
NOV - 6 2008
HIDALGO COUNTY AUDITOR'S OFFICE

This report has been personally reviewed by me and which I certify to be true and correct to the best of my knowledge

Approved by: _____ *Constable, Precinct 1*

Prepared by: _____ *Chief Deputy*

CONSTABLE LAZARO GALLEGO JR. MONTHLY REPORT

ORIGINAL

For the Month Ending **October 2008**

PBA

DATE	PLAINTIFF'S NAME	DEFENDANT'S NAME	RECEIPT NUMBER	CAUSE NUMBER	TYPE OF SERVICE OUT OF COUNTY (OC)/ IN-COUNTY (IC)	OC	IC	Justice Clerk	County Clerk	District Clerk	Other	Const Sale	TREASURER RECEIPT	AMOUNTS DUE TO COUNTY
10/3/2008	Sage 3006 Guadalupe Ltd.	Estanislao Martinez Paz	8906	C-1-CV-08-010322	Citation	x			x				123103	$60.00
10/6/2008	Hidalgo County & La Joya ISD	Jesus & Dora Iglesias	8907	T-854-08-A	Tax Warrant		x			x			123313	$200.00
10/6/2008	Action Meat Distributors	Wells Fargo Bank	8908	2008-32468A	Writ of Garnishment	x				x			123313	$70.00
10/8/2008	Captial One Hibernian National Bank	Reynaldo & Robert Espericueta	8909	08-1567-A	Writ of Execution		x		x				123313	$200.00
10/8/2008	Joe Williamson Constuction Company	Ray Blaskowsky / Ray's Glass	8910	C-1111-06-E	Writ of Execution		x			x			123313	$200.00
10/14/2008	Mcallen Independent School District	Gypsy	8911	T-693-08-F	Tax Warrant		x			x			123421	$200.00
10/14/2008	Maria Escobar	Esequiel & Blanca Contreras	8912	CC08-186	Citation		x	x					123421	$60.00
10/21/2008	Texas Limited Partnership	Estanislao Martinez Paz	8913	C-1-CV-08-010322	Citation	x			x				123683	$60.00
10/28/2008	Equine Sports Medicine & Surgery	Gloria Ramos	8914	CV4-07-11182	Citation	x		x					123769	$60.00
10/28/2008	Equine Sports Medicine & Surgery	Jose Albert Ramos	8914	CV4-07-11183	Citation	x		x					123769	$60.00
														$1,170.00
														$1,170.00

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AUDITOR'S OFFICE

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NOV - 6 2008
HIDALGO COUNTY
AUDITOR'S OFFICE

This report has been personally reviewed by me and which I certify to be true and correct to the best of my knowledge.

Approved by: Lazaro Gallardo Jr.
Constable, Precinct 3

Prepared by: Raquel V. Lorenzo

Date: 11-05-08

HIDALGO COUNTY AUDITOR'S OFFICE
APPROVED BY: Bmo
DATE: 12/30/08 1/30/09

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DEC - 3 2008
HIDALGO COUNTY AUDITOR'S OFFICE

HIDALGO COUNTY, TEXAS
DELTA LAKE PARK, PRECINCT 1
MONTHLY REPORT FOR THE MONTH ENDING
NOVEMBER 2008 PBH

	DATE	BEGINNING RECEIPT NUMBER	ENDING RECEIPT NUMBER	TOTAL RECEIPTS ISSUED	TOTAL RECEIPT AMOUNT	COUNTY TREASURER DEPOSIT AMOUNT	DATE OF DEPOSIT	RECEIPT NUMBER	DEPOSIT SLIP NUMBER
1	11/1/2008	275878	275892	15	$ 30.00	$ 30.00	11/3/2008	123850	211 01023
2	11/2/2008	275893	275939	47	$ 94.00	$ 94.00	11/3/2008	123851	211 01024
3	11/3/2008	275940	275942	3	$ 6.00	$ 6.00	11/6/2008	123899	211 01025
4	11/4/2008	275943	275943	1	$ 2.00	$ 2.00	11/6/2008	123900	211 01026
5	11/5/2008	275944	275947	4	$ 8.00	$ 8.00	11/6/2008	123901	211 01027
6	11/6/2008	275948	275952	5	$ 10.00	$ 10.00	11/10/2008	124006	211 01028
7	11/7/2008	275953	275959	7	$ 14.00	$ 14.00	11/10/2008	124007	211 01029
8	11/8/2008	275960	275994	35	$ 70.00	$ 70.00	11/10/2008	124008	211 01030
9	11/9/2008	275995	276024	30	$ 60.00	$ 60.00	11/10/2008	124013	211 01031
10	11/10/2008	276025	276027	3	$ 6.00	$ 6.00	11/13/2008	124091	211 01032
11	11/11/2008			0	$ -				211
12	11/12/2008	276028	276032	5	$ 10.00	$ 10.00	11/13/2008	124092	211 01033
13	11/13/2008	276033	276034	2	$ 4.00	$ 4.00	11/17/2008	124154	211 01034
14	11/14/2008	276035	276039	5	$ 10.00	$ 10.00	11/17/2008	124155	211 01035
15	11/15/2008	276040	276046	7	$ 14.00	$ 14.00	11/17/2008	124156	211 01036
16	11/16/2008	276047	276082	36	$ 72.00	$ 72.00	11/17/2008	124157	211 01037
17	11/17/2008	276083	276083	1	$ 2.00	$ 2.00	11/20/2008	124262	211 01038
18	11/18/2008	276084	276087	4	$ 8.00	$ 8.00	11/20/2008	124263	211 01039
19	11/19/2008	276088	276092	5	$ 10.00	$ 10.00	11/20/2008	124264	211 01040
20	11/20/2008	276093	276095	3	$ 6.00	$ 6.00	11/24/2008	124330	211 01041
21	11/21/2008	276096	276099	4	$ 8.00	$ 8.00	11/24/2008	124331	211 01042
22	11/22/2008	276100	276106	7	$ 14.00	$ 14.00	11/24/2008	124335	211 01043
23	11/23/2008	276107	276142	36	$ 72.00	$ 72.00	11/24/2008	124336	211 01044
24	11/24/2008	276143	276146	4	$ 8.00	$ 8.00	12/1/2008	124463	211 01045
25	11/25/2008	276147	276149	3	$ 6.00	$ 6.00	12/1/2008	124464	211 01046
26	11/26/2008			0	$ -				211
27	11/27/2008			0	$ -				211
28	11/28/2008			0	$ -				211
29	11/29/2008	276150	276207	58	$ 116.00	$ 116.00	12/1/2008	124465	211 01047
30	11/30/2008	276208	276247	40	$ 80.00	$ 80.00	12/1/2008	124466	211 01048
31	12/1/2008				$ -				211
				370	$ 740.00	$740.00			

TOTAL RECEIPTS AND FUNDS COLLECTED: 370 x $2.00 $ 740.00

TOTAL AMOUNT DUE TO GENERAL FUND------**1100-347-40-121-000-0-000**---------- $ 740.00
LESS: TOTAL AMOUNTS REMITTED TO GENERAL FUND---------- $ 740.00
TOTAL FUNDS DUE TO THE COUNTY TREASURER---------- $ -

X34

PREPARED BY: Thelma Cantu DATE: 12-02-08

THIS REPORT HAS BEEN PERSONALLY REVIEWED BY ME AND I CERTIFY IT TO BE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

Sylvia A. Handy NM
SYLVIA HANDY
COMMISSIONER PRCT NO. 1

12/3/08
DATE

THIS REPORT IS DUE IN THE OFFICE OF THE COUNTY AUDITOR BEFORE THE FIFTH (5TH) WORKING DAY OF THE FOLLOWING MONTH.

COUNTY AUDITOR'S FORM: RE-PCT.#1-002 REVISED:9/1/05

HIDALGO COUNTY AUDITOR'S OFFICE
APPROVED BY: Bmo
DATE: 12/24/09 12/24/09

X6
X1

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HIDALGO COUNTY
AUDITOR'S OFFICE

HIDALGO COUNTY, TEXAS
DELTA LAKE PARK, PRECINCT 1
MONTHLY REPORT FOR THE MONTH ENDING
December 2008

	DATE	BEGINNING RECEIPT NUMBER	ENDING RECEIPT NUMBER	TOTAL RECEIPTS ISSUED	TOTAL RECEIPT AMOUNT	COUNTY TREASURER DEPOSIT AMOUNT	DATE OF DEPOSIT	RECEIPT NUMBER	DEPOSIT SLIP NUMBER
1	12/1/2008	276248	276249	2	$ 4.00	$ 4.00	12/4/2008	124592	211 01049
2	12/2/2008	276250	276252	3	$ 6.00	$ 6.00	12/4/2008	124593	211 01050
3	12/3/2008	276253	276255	3	$ 6.00	$ 6.00	12/4/2008	124594	211 01051
4	12/4/2008	276256	276258	3	$ 6.00	$ 6.00	12/8/2008	124630	211 01052
5	12/5/2008	276259	276262	4	$ 8.00	$ 8.00	12/8/2008	124631	211 01053
6	12/6/2008	276263	276340	78	$ 156.00	$ 156.00	12/8/2008	124632	211 01054
7	12/7/2008	276341	276371	31	$ 62.00	$ 62.00	12/8/2008	124633	211 01055
8	12/8/2008	276372	276375	4	$ 8.00	$ 8.00	12/11/2008	124749	211 01056
9	12/9/2008	276376	276380	5	$ 10.00	$ 10.00	12/11/2008	124750	211 01057
10	12/10/2008	276381	276384	4	$ 8.00	$ 8.00	12/11/2008	124752	211 01058
11	12/11/2008	276385	276389	5	$ 10.00	$ 10.00	12/15/2008	124857	211 01059
12	12/12/2008	276390	276392	3	$ 6.00	$ 6.00	12/15/2008	124858	211 01060
13	12/13/2008	276393	276409	17	$ 34.00	$ 34.00	12/15/2008	124859	211 01061
14	12/14/2008	276410	276433	24	$ 48.00	$ 48.00	12/15/2008	124860	211 01062
15	12/15/2008	276434	276438	5	$ 10.00	$ 10.00	12/18/2008	124952	211 01063
16	12/16/2008	276439	276440	2	$ 4.00	$ 4.00	12/18/2008	124953	211 01064
17	12/17/2008	276441	276441	1	$ 2.00	$ 2.00	12/18/2008	124954	211 01065
18	12/18/2008	276442	276445	4	$ 8.00	$ 8.00	12/23/2008	125054	211 01066
19	12/19/2008	276446	276452	7	$ 14.00	$ 14.00	12/23/2008	125055	211 01067
20	12/20/2008	276453	276462	10	$ 20.00	$ 20.00	12/23/2008	125056	211 01068
21	12/21/2008	276463	276467	5	$ 10.00	$ 10.00	12/23/2008	125058	211 01069
22	12/22/2008	276468	276469	2	$ 4.00	$ 4.00	12/23/2008	125059	211 01070
23	12/23/2008	276470	276471	2	$ 4.00	$ 4.00	12/29/2008	125133	211 01071
24	12/24/2008	276472	276472	1	$ 2.00	$ 2.00	12/29/2008	125134	211 01072
25	12/25/2008			0	$ -				211
26	12/26/2008			0	$ -				211
27	12/27/2008	276473	276497	25	$ 50.00	$ 50.00	12/29/2008	125135	211 01073
28	12/28/2008	276498	276503	6	$ 12.00	$ 12.00	12/29/2008	125136	211 01074
29	12/29/2008	276504	276509	6	$ 12.00	$ 12.00	1/5/2009	125240	211 01075
30	12/30/2008	276510	276520	11	$ 22.00	$ 22.00	1/5/2009	125241	211 01076
31	12/31/2008	276521	276532	12	$ 24.00	$ 24.00	1/5/2009	125242	211 01077
				285	$ 570.00	$570.00			

TOTAL RECEIPTS AND FUNDS COLLECTED: 285 $2.00 $ 570.00

TOTAL AMOUNT DUE TO GENERAL FUND------**1100-347-40-121-000-0-000**---------- $ 570.00
LESS: TOTAL AMOUNTS REMITTED TO GENERAL FUND---------- $ 570.00
TOTAL FUNDS DUE TO THE COUNTY TREASURER---------- $ -

X3B

PREPARED BY: Thelma Cantu DATE: 1-7-09

THIS REPORT HAS BEEN PERSONALLY REVIEWED BY ME AND I CERTIFY IT TO BE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

Sylvia D. Handy M.D.
SYLVIA HANDY
COMMISSIONER PRCT NO. 1

1-07-09
DATE

THIS REPORT IS DUE IN THE OFFICE OF THE COUNTY AUDITOR BEFORE THE FIFTH (5TH) WORKING DAY OF THE FOLLOWING MONTH.

COUNTY AUDITOR'S FORM: RE-PCT.#1-002 REVISED:9/1/05

HIDALGO COUNTY AUDITOR'S OFFICE
APPROVED BY:
DATE: 1/24/09 1/27/09

XT.C1

HIDALGO COUNTY FIRE MARSHAL MONTHLY REPORT
FOR THE MONTH OF NOVEMBER 2008 PBA

DATE	APPLICANT NAME	RECEIPT NUMBER	Cash	Check	MO	TYPE OF SERVICE	TREASURER RECEIPT	AMOUNTS DUE TO COUNTY
11/3/2008	Tack Kin	3196		X		Business Occupy	123852	$150.00
11/3/2008	Eduardo Ramirez	3197	X			Business Occupy	123852	$50.00
11/4/2008	San Juana Martinez	3198		X		Building Permit	123852	$200.00
11/4/2008	Maria Luisa Rodriguez	3199	X			Business Occupy	123852	$50.00
11/4/2008	Alberto Martinez	3200		X		Building Permit	123852	$200.00
11/5/2008	Gonzalo Rodriugez	3201		X		Building Permit	123884	$3,359.50
11/5/2008	Juan Mar	3202	X			Business Occupy	123884	$50.00
11/5/2008	Margarita Walper	3203	X			Business Occupy	123884	$50.00
11/6/2008	Aleida Gonzalez	3204	X			Business Occupy	124173	$50.00
11/7/2008	Orailia Garcia	3205	X			Business Occupy	124173	$50.00
11/12/2008	Juan F. Martinez	3206		X		Business Occupy	124173	$50.00
11/12/2008	Carousel Day Care	3207	X			Business Occupy	124173	$50.00
11/13/2008	Bernardo Garcia	3208	X			Business Occupy	124173	$50.00
11/13/2008	Patricia Valdez	3209	X			Business Occupy	124173	$50.00
11/13/2008	Maria E. Alanis	3210	X			Business Occupy	124173	$50.00
11/14/2008	Daniel Rodriguez	3211	X			Business Occupy	124173	$50.00
11/14/2008	Mayra Carrillo	3212	X			Business Occupy	124173	$50.00
11/17/2008	Elisa Flores	3213	X			Business Occupy	124173	$50.00
11/17/2008	Antonio Garcia	3214	X			Building Permit	124173	$200.00
		3215	Receipt 3215 was issued out of sequence in errror. Will be reported in the Dec 2008 Report.					
11/18/2008	Leopoldo Cantu	3216	X			Business Occupy	124477	$50.00
11/19/2008	Hutton Company/Richard Ortega	3217		X		Building Permit	124477	$278.75
11/24/2008	Taurino Trujillo	3218		X		Building Permit	124477	$200.00
11/24/2008	Daisy Gonzalez	3219		X		Business Occupy	124477	$50.00
11/24/2008	Jesus R. De Leon	3220		X		Business Occupy	124477	$50.00
11/24/2008	Hidalgo County Headstart/La Joya	3221		X		Business Occupy	124477	$50.00
11/24/2008	Hidalgo County Headstart/Penitas	3222		X		Business Occupy	124477	$50.00
11/24/2008	Josue Morin	3223	X			Building Permit	124477	$200.00
11/24/2008	Miguel Albino	3224	X			Business Occupy	124477	$50.00
11/25/2008	Cynthia Zamarripa	3225	X			Business Occupy	124477	$50.00
11/25/2008	Jaime Gonzalez	3226		X		Building Permit	124477	$200.00
11/26/2008	Maria L. Bazaldua	3227	X			Business Occupy	124477	$50.00
11/26/2008	Maria L. Bazaldua	3228	X			Business Occupy	124477	$50.00
11/26/2008	Griselda Veliz	3229	X			Business Occupy	124477	$50.00

X8
X1

							Page Total	$6,188.25
							Grand Total	$6,188.25

X10

This report has been personally reviewed by me and I certify the above to be true and correct to the best of my knowledge.

Approved by: _____ 12/5/2008
Fire Marshal — Date

Print Name: Juan Martinez

Prepared by: _____ 12/5/2008
Secretary/Assistant — Date

Print Name: Yolanda Orozco

This report is due in the Office of the County Auditor on or before the fifth (5th) business day after the end of the month.

County Auditor's Form: ARS-FM-001
Revised 10/04

SCANNED
FEB - 3 2009
INITIALS: Bmo

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HIDALGO COUNTY
AUDITOR'S OFFICE

HIDALGO COUNTY AUDITOR'S OFFICE
APPROVED BY: Bmo 1/28/09
DATE: 12-7-09

X9
X1-a

HIDALGO COUNTY FIRE MARSHAL MONTHLY REPORT
FOR THE MONTH OF DECEMBER 2008 PBA

DATE	APPLICANT NAME	RECEIPT NUMBER	Cash	Check	MO	TYPE OF SERVICE	TREASURER RECEIPT	AMOUNTS DUE TO COUNTY
12/2/2008	Ruben Mendoza	*3215		X		Business Occupy	124511	$50.00
12/1/2008	Guillermina Garza	3230	X			Business Occupy	124724	$50.00
12/1/2008	Verizon Wirless/Tim Caletka	3231		X		Building Permit	124724	$200.00
12/2/2008	Norma Alicia Martinez	3232	X			Business Occupy	124724	$50.00
12/2/2008	Gerardo Ordonez	3233	X			Fireworks Stand	124724	$50.00
12/2/2008	Sandra Garza	3234	X			Business Occupy	124724	$50.00
12/3/2008	Sujeith Garcia	3235	X			Business Occupy	124724	$50.00
12/3/2008	Juan A. Perez	3236	X			Building Permit	124724	$50.00
12/3/2008	Juan Garza	3237	X			Business Occupy	124724	$50.00
12/3/2008	Celia Marquez	3238	X			Building Permit	124724	$50.00
12/4/2008	Elizabeth Ochoa	3239		X		Day Care	124724	$50.00
12/4/2008	Francisca Garza	3240	X			Day Care	124724	$50.00
12/4/2008	Ramsey Robles	3241		X		Fireworks Stand	124724	$150.00
12/5/2008	Cristina Torres	3242	X			Business Occupy	124724	$50.00
12/9/2008	Maricruz Solis	3243		X		Business Occupy	124724	$50.00
12/9/2008	Rolondo Gonzalez	3244	X			Business Occupy	124724	$50.00
12/9/2008	Heron Guzman	3245	X			Business Occupy	124724	$50.00
12/9/2008	Mayra Perez	3246	X			Business Occupy	124724	$50.00
12/9/2008	Eric Hernandez	3247	X			Business Occupy	124724	$50.00
12/9/2008	Hilario Garcia	3248	X			Business Occupy	124724	$50.00
12/9/2008	Norma Vasquez	3249	X			Business Occupy	124724	$50.00
12/10/2008	David Rojano	3250		X		Sprinkler System	124724	$150.00
12/10/2008	Alex Molina	3251		X		Fire Alarm System	124724	$100.00
12/10/2008	Leyendecker Const. Inc.	3252		X		Building Permit	124867	$16,240.00
12/10/2008	Hector Gonalez	3253	X			Building Permit	124867	$50.00
12/10/2008	George Gonzalez	3254	X			Business Occupy	124867	$50.00
12/10/2008	Erick Marroquin	3255		X		Building Permit	124867	$200.00
12/10/2008	Peter C. Saldana	3256	X			Business Occupy	124867	$50.00
12/11/2008	Dora Estrada	3657		X		Business Occupy	124867	$50.00
12/15/2008	Senaida Saenz	3658		X		Fireworks Stand	124867	$50.00
12/16/2008	Alejandro Salinas	3259	X			Business Occupy	124894	$50.00
12/16/2008	Jorge Escobedo	3260		X		Business Occupy	124894	$50.00
12/16/2008	Hutton Construction	3261	X			Business Occupy	124894	$50.00
12/16/2008	Francisco Alvarez	3262	X			Business Occupy	124894	$50.00
12/16/2008	Margarita Aujona	3263		X		Fireworks Stand	124894	$50.00
12/16/2008	Jose Luis Saldana	3264	X			Business Occupy	124894	$50.00
12/16/2008	Claudia Garza	3265	X			Building Permit	124894	$200.00
12/16/2008	Robert Garcia	3266	X			Business Occupy	124894	$50.00

X10
X1

12/16/2008	San Juana Palacios	3267	X			Business Occupy	124894	$50.00
12/16/2008	Efrain Alvarado	3268	X			Business Occupy	124894	$50.00
12/16/2008	David Villarreal, Jr.	3269	X			Business Occupy	124894	$50.00
12/17/2008	Jose Luis Gomez	3270	X			Business Occupy	124894	$50.00
12/18/2008	Raul Gonzalez	3271		X		Fireworks Stand	125256	$100.00
12/19/2008	Maria Briones	3272	X			Business Occupy	125256	$50.00
12/23/2008	Cynthia Reyna	3273	X			Business Occupy	125256	$50.00
12/23/2008	Mariela Martinez	3274	X			Business Occupy	125256	$50.00
12/23/2008	Angela Cerda	3275	X			Business Occupy	125256	$50.00
12/30/2008	Arminda Marez	3276	X			Building Permit	125256	$200.00
12/30/2008	Elizabeth Medina	3277	X			Business Occupy	125256	$50.00
12/30/2008	Lucila T. Rodriguez	3278	X			Business Occupy	125256	$50.00
						Page Total		$19,590.00
						Grand Total		$19,590.00

This report has been personally reviewed by me and I certify the above to be true and correct to the best of my knowledge.

Approved by: _____ Fire Marshal — 1/12/2009 Date

Print Name: Juan Martinez

Prepared by: _____ Secretary/Assistant — 1/12/2009 Date

Print Name: Yolanda Oroco

This report is due in the Office of the County Auditor on or before the fifth (5th) business day after the end of the month.

County Auditor's Form: ARS-FM-001
Revised 10/04

*Receipt 3215 was issued to a client out in the field and for that reason it is out of sequence.

SCANNED
FEB - 3 2009
INITIALS: _____

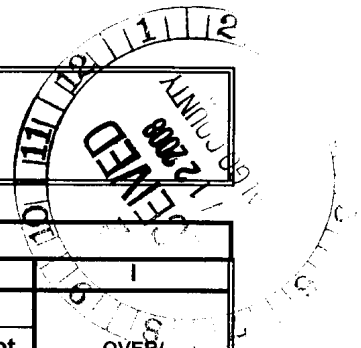
HIDALGO COUNTY AUDITOR'S OFFICE
APPROVED BY: _____
DATE: 1/28/09 1/29/09

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DEC 14 2009
HIDALGO COUNTY AUDITOR'S OFFICE

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COUNTY AUDITOR
2009 JAN 14 AM 9:31

XII
XI-a

HIDALGO COUNTY LAW LIBRARY
MONTHLY FEES REPORT
FOR THE MONTH ENDED October 31, 2008 PBA



PART I: SUMMARY OF MONTHLY COLLECTIONS

A	B	C	D	E	F	G	H	I
		Law Library Receipt # Sequence			COUNTY TREASURER			
	Receipt Date	BEG #	END #	Total Collected	Receipt Amount	Receipt No.	Receipt Date	OVER/ (SHORT)
1	1-Oct-08	40871	40881	$ 73.75	$ 73.75	123026	10/02/08	-
2	2-Oct-08	40882	40889	$ 57.75	57.75	123072	10/03/08	-
3	3-Oct-08	40890	40900	$ 149.75	149.75	123132	10/06/08	-
4	4-Oct-08	0	0	$ -				-
5	5-Oct-08	0	0	$ -				-
6	6-Oct-08	40901	40912	$ 78.75	78.75	123218	10/09/08	-
7	7-Oct-08	40913	40923	$ 59.50	59.50	123227	10/09/08	-
8	8-Oct-08	40924	40933	$ 48.00	48.00	123231	10/09/08	-
9	9-Oct-08	40934	40938	$ 46.50	46.50	123250	10/10/08	-
10	10-Oct-08	40939	40945	$ 44.75	44.75	123291	10/14/08	-
11	11-Oct-08	0	0	$ -				-
12	12-Oct-08	0	0	$ -				-
13	13-Oct-08	0	0	$ -				-
14	14-Oct-08	40946	40955	$ 65.00	65.00	123357	10/16/08	-
15	15-Oct-08	40956	40964	$ 72.00	72.00	123355	10/16/08	-
16	16-Oct-08	40965	40973	$ 90.50	90.50	123429	10/20/08	-
17	17-Oct-08	40974	40980	$ 91.00	91.00	123430	10/20/08	-
18	18-Oct-08	0	0	$ -				-
19	19-Oct-08	0	0	$ -				-
20	20-Oct-08	40981	40989	$ 106.25	106.25	123460	10/21/08	-
21	21-Oct-08	40990	40997	$ 105.50	105.50	123508	10/22/08	-
22	22-Oct-08	40998	41004	$ 58.25	58.25	123583	10/24/08	-
23	23-Oct-08	41005	41010	$ 167.25	167.25	123584	10/24/08	-
24	24-Oct-08	41011	41014	$ 52.00	52.00	123676	10/28/08	-
25	25-Oct-08	0	0	$ -				-
26	26-Oct-08	0	0	$ -				-
27	27-Oct-08	41015	41024	$ 63.75	63.75	123677	10/28/08	-
28	28-Oct-08	41025	41033	$ 46.25	46.25	123720	10/30/08	-
29	29-Oct-08	41034	41042	$ 72.75	72.75	123719	10/30/08	-
30	30-Oct-08	41043	41047	$ 49.00	49.00	123866	11/05/08	-
31	31-Oct-08	41048	41056	$ 102.50	102.50	123865	11/05/08	-
	TOTAL			1,700.75				0.00

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HIDALGO COUNTY
AUDITOR'S OFFICE

PART II: SUMMARY OF YEARLY COLLECTIONS:

January	$ 1,797.75	July	$ 1,047.25
February	$ 2,039.50	August	$ 1,747.25
March	$ 1,559.00	September	$ 1,762.75
April	$ 1,619.00	October	$ 1,700.75
May	$ 1,649.75	November	$ -
June	$ 1,382.75	December	$ -
(1) Subtotal	**$ 10,047.75**	(2) Subtotal	**$ 6,258.00**

Total (1+2) $ 16,305.75

THIS REPORT HAS BEEN PERSONALLY PREPARED & REVIEWED BY ME & I CERTIFY IT TO BE TRUE & CORRECT TO THE BEST OF MY KNOWLEDGE.

Annie Z. Chapa

LAW LIBRARIAN OF HIDALGO COUNTY, TX

X12

HIDALGO COUNTY AUDITOR'S OFFICE
APPROVED BY: Bme
DATE: 12/29/08 1/10/09

This Report is Due in the Office of the County Auditor before the (5th) workday of the following month.

COUNTY AUDITOR'S FORM: RE- CLL-001 REVISED: 10/07

DISTRIBUTION FOR JAIL FINES COLLECTED
FOR THE MONTH OF: November-2008

SUMMARY OF COLLECTIONS PAYABLE TO THE COUNTY TREASURER

Name of Fine, Fee, Court Cost	Statute Reference	GL Acct No.	Amt. Collected
FINES:			
County Fines (Local Fine)	LGC 113.004, PC 12.23	1200-351-10-280-000-0-000	$ 3,154.00
No Safety Belt 50% Fine (State Fine)	TRC 545.412, 545.413	1100-207-20-000-028-0-000	-
LOCAL COURT COSTS AND FEES:			
Courthouse Security Adm. Fee($3)	C.C.P. Art. 102.017 (b)	1241-341-10-280-001-0-000	106.88
Courthouse Security Fund JP ($1)- JP SAENZ	C.C.P. Art. 102.017	1245-341-10-061-000-0-000	1.74
Courthouse Security Fund JP ($1)- JP MORALES		1245-341-10-062-000-0-000	3.68
Courthouse Security Fund JP ($1)- JP CONTRERAS		1245-341-10-063-000-0-000	4.00
Courthouse Security Fund JP ($1)- JP TREVINO		1245-341-10-064-000-0-000	1.68
Courthouse Security Fund JP ($1)- JP GARZA		1245-341-10-065-000-0-000	2.00
Courthouse Security Fund JP ($1)- JP OCHOA		1245-341-10-066-000-0-000	1.41
Courthouse Security Fund JP ($1)- JP ESPINOZA		1245-341-10-067-000-0-000	-
Courthouse Security Fund JP ($1)- JP PALACIOS		1245-341-10-068-000-0-000	6.00
Courthouse Security Fund JP ($1)- JP JACKSON		1245-341-10-069-000-0-000	
Justice Court Technology Fund ($4) -JP SAENZ	C.C.P. Art. 102.0173	1242-341-10-060-000-0-000	9.12
Justice Court Technology Fund ($4) -JP MORALES		1242-341-10-060-000-0-000	20.88
Justice Court Technology Fund ($4) -JP CONTRERAS		1242-341-10-060-000-0-000	16.00
Justice Court Technology Fund ($4) -JP TREVINO		1242-341-10-060-000-0-000	14.80
Justice Court Technology Fund ($4) -JP GARZA		1242-341-10-060-000-0-000	16.00
Justice Court Technology Fund ($4) -JP OCHOA		1242-341-10-060-000-0-000	17.01
Justice Court Technology Fund ($4) -JP ESPINOZA		1242-341-10-060-000-0-000	7.84
Justice Court Technology Fund ($4) -JP PALACIOS		1242-341-10-060-000-0-000	26.54
Justice Court Technology Fund ($4) -JP JACKSON		1242-341-10-060-000-0-000	
Time Payment - @40% OF $25.00 ($10.00)	Govt. Code Sec. 51.921 (e)	1100-341-10-060-001-0-000	20.00
Time Payment - @ 10% of $25.00 ($2.50)	Govt. Code Sec. 51.921 (d)	1100-341-10-060-002-0-000	5.00
Administrative Local Transaction Fee ($2)	C.C.P. Art. 45.051	1100-341-10-060-003-0-000	71.29
Support of Judiciary Fund ($.60)	LGC 133.105	1100-341-10-060-009-0-000	12.58
Traffic Fee ($3)- JP SAENZ	T.R.C. 542.403	1100-341-10-061-000-0-000	1.60
Traffic Fee ($3)- JP MORALES		1100-341-10-062-000-0-000	13.66
Traffic Fee ($3)- JP CONTRERAS		1100-341-10-063-000-0-000	8.01
Traffic Fee ($3)- JP TREVINO		1100-341-10-064-000-0-000	6.00
Traffic Fee ($3)- JP GARZA		1100-341-10-065-000-0-000	9.00
Traffic Fee ($3)- JP OCHOA		1100-341-10-066-000-0-000	2.56
Traffic Fee ($3)- JP ESPINOZA		1100-341-10-067-000-0-000	2.88
Traffic Fee ($3)- JP PALACIOS		1100-341-10-068-000-0-000	4.91
Traffic Fee ($3)- JP JACKSON		1100-341-10-069-000-0-000	3.00
Child Safety ($20)	C.C.P. Art. 102.014	1100-341-10-060-011-0-000	40.00
STATE COURT COSTS AND FEES:			
Criminal Justice Planning Fund C.C.P. ($5)	C.C.P. Art. 102.051	1100-207-20-000-003-0-000	-
State General Revenue Fund ($2.50)	C.C.P. Art. 102.015	1100-207-20-000-010-0-000	-
Law Enforcement Education Fund (____$1,____$1.50,____$3.50)	Govt. Code Sec. 415.082	1100-207-20-000-011-0-000	-
Time Payment - @50% OF $25.00 ($12.50)	Govt Code Sec. 51.921 (a)&(c)	1100-207-20-000-005-0-000	25.00
Juvenile Crime and Delinquency Fund (____$.25, ____$.50)	C.C.P. Art. 102.075(m)	1100-207-20-000-007-0-000	4.21
Comprehensive Rehabilitation Fund ($5)	C.C.P. Art. 102.082	1100-207-20-000-008-0-000	-
Fugitive Apprehension Fund ($5)	C.C.P. Art. 102.019 (a) 2	1100-207-20-000-009-0-000	50.99
Consolidated Court Costs Fund ($17)	C.C.P. Art. 102.075 (a) 3	1100-207-20-000-015-0-000	1,190.91
Compensation Victims Of Crime Fund (____$3, ____$5, ____$15, ____$35)	C.C.P. Art. 56.55 (2) & (3)	1100-207-20-000-017-0-000	152.99
Judicial & Court Personnel Training Fund (____$1, ____$2)	Govt. Code Sec. 56.001 (b)	1100-207-20-000-027-0-000	19.83
Correctional Managment Institute of Texas Fund ($.50)	CCP Art. 102.075	1100-207-20-000-029-0-000	3.31
Indigent legal Services Fee-JP ($2)	Govt. Code Sec. 51.941 (a)	1100-207-20-000-004-0-000	
Indigent Defense Representation Fund ($2)	LGC 113.107 / GC 102.023	1100-207-20-000-059-0-000	19.49
State Traffic Fee- Subtitle C ($30)	TRC Sec 542.4031	1100-207-20-000-035-0-000	317.84
Jury Service Fee ($4)	C.C.P Art. 102.0045	1100-207-20-000-053-0-000	83.81
Support of Judiciary Fund ($3.40)	LGC 133.105	1100-207-20-000-054-0-000	90.72
Defensive Driving Record Fee ($10)	C.C.P Art. 45-0511 (c-1)	1100-207-20-000-057-0-000	
ARREST /WARRANT FEES: STATE	C.C.P. Art. 102.011		
D.P.S. (_____$3,_____$5,_____$35, _____$50)		1100-207-20-000-019-0-000	129.46
T.A.B.C. (_____$3,_____$5,_____$35, _____$50)		1100-207-20-000-020-0-000	-
P.K.W.L. (_____$3,_____$5,_____$35, _____$50)		1100-207-20-000-021-0-000	-
ARREST /WARRANT/SERVICE FEES: COUNTY	LGC 118.131		
Sheriff Fees:		1100-342-10-060-001-0-000	1,263.31
Constable Fees:			
Precinct #1		1100-342-10-291-000-0-000	-
Precinct #2		1100-342-10-292-000-0-000	-
Precinct #3		1100-342-10-293-000-0-000	100.00
Precinct #4		1100-342-10-294-000-0-000	100.00
Precinct #5		1100-342-10-295-000-0-000	-
School Arrest Fee		1100-342-10-060-003-0-000	20.00
District Attorney Fees		1100-341-10-060-007-0-000	-
Tax Assessor Fraud Investigators		1100-342-10-060-002-0-000	10.00
Due to Others			
DTO-JP2,1 Refund-Overpayment		1100-202-00-000-009-0-000	50.00
		TOTAL AMT REMITTED TO THE CO. TREASURER:	$ 7,239.00

PREPARED BY: CLORINDA CASTILLO 01/13/09
REVIEWED BY: 01/13/09
APPROVED BY: _____

HIDALGO COUNTY SHERIFF'S OFFICE
REPORT OF FINE AND COURT COSTS COLLECTED BY SHERIFF FOR JUSTICE OF THE PEACE COURT CASES THAT SERVED SENTENCE AND/OR PAID FINE FOR THE MONTH OF NOVEMBER 2008

PBA

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THE FOLLOWING SERVED AND / OR PAID FINE AND COURT COSTS AT HIDALGO COUNTY JAIL

JP 1-1 GILBERT SAENZ X7

RECEIPT	NAME	CASE #	DATE COMM	DAYS SERVED	DATE RLSD	TOTAL F/C/C	LESS CREDIT	AMOUNT
92997-D	RODRIGUEZ, RICARDO	M08-865 GS	11/1/2008	2	11/2/2008	250.00	200.00	50.00
93201-D	GONZALEZ, JOSE MANU	M08-996 GS	11/8/2008	2	11/10/2008	500.00	200.00	300.00
93472-D	RAMIREZ, JR., PEDRO	T02-18161 GS Arrest	11/3/2008	1	11/20/2008	157.00	100.00	57.00
					TOTAL	**907.00**	**500.00**	**407.00**

JP 1-2 JESUS E. MORALES X8

RECEIPT	NAME	CASE #	DATE COMM	DAYS SERVED	DATE RLSD	TOTAL F/C/C	LESS CREDIT	AMOUNT
93218-D	ARTEAGA, ARMANDO	T03-0751 J12 Arrest	11/9/2008	0	11/10/2008	152.00	0.00	152.00
93220-D	GRANADOS, GABRIEL	T06-4700 J12 Arrest	11/8/2008	1	11/11/2008	199.00	100.00	99.00
93330-D	SORIA, TIMOTHY	T07-0867 J12 Arrest	11/14/2008	0	11/15/2008	199.00	0.00	199.00
93331-D	SORIA, TIMOTHY	T07-0866 J12 Arrest	11/14/2008	0	11/15/2008	209.00	0.00	209.00
93332-D	SORIA, TIMOTHY	T06-3382 J12 Arrest	11/14/2008	0	11/15/2008	215.00	0.00	215.00
93461-D	CASTILLO, ~~TIMOTHY~~ Ismael	T03-1935 J12 Arrest	11/19/2008	1	11/19/2008	158.00	100.00	58.00
					TOTAL	**1,132.00**	**200.00**	**932.00**

JP 2-1 BOBBY CONTRERAS X9

RECEIPT	NAME	CASE #	DATE COMM	DAYS SERVED	DATE RLSD	TOTAL F/C/C	LESS CREDIT	AMOUNT
93175-D	NAVARRO, MARIO	CR-1323-01 New	11/4/2008	0	11/7/2008	202.25	0.00	202.25
93184-D	SOLIS, JR., JULIAN	CR-3465-07-21 New	11/6/2008	0	11/8/2008	338.00	0.00	338.00
93226-D	SOLIZ, OZIEL	CR-0923-08-21 New	11/9/2008	0	11/11/2008	233.00	0.00	233.00
93344-D	HUERTA, OMAR ALEJANDRO	CR-6568-08-21	11/15/2008	1	11/15/2008	248.00	100.00	148.00
93462-D	SAENZ, HERMELINDA	CR-0964-01 Recall	11/18/2008	2	11/19/2008	202.25	200.00	2.25
93520-D	ALONSO, THELMA	CR-0597-06-21 closed	11/19/2008	0	11/21/2008	229.00	0.00	229.00
					TOTAL	**1,452.50**	**300.00**	**1,152.50**

November collections
Σ①=7,239.00

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HIDALGO COUNTY SHERIFF'S OFFICE
REPORT OF FINE AND COURT COSTS COLLECTED BY SHERIFF FOR JUSTICE OF THE PEACE COURT CASES THAT SERVED SENTENCE AND/OR PAID FINE
FOR THE MONTH OF NOVEMBER 2008

JP 2-2 ROSA TREVINO

RECEIPT	NAME	CASE #	DATE COMM	DAYS SERVED	DATE RLSD	TOTAL F/C/C	LESS CREDIT	AMOUNT
92995-D	RAMIREZ, ORLANDO	CR0359-03-2	10/27/2008	2	11/2/2008	307.00	200.00	107.00
92996-D	RAMIREZ, ORLANDO	CR0357-03-2	10/27/2008	0	11/2/2008	290.00	0.00	290.00
93029-D	PINALES, JOSE	CR0251-07-2A	11/2/2008	0	11/3/2008	277.00	0.00	277.00
93030-D	PINALES, JOSE	CR0251-07-2	11/2/2008	2	11/3/2008	279.00	200.00	79.00
					TOTAL	**1,153.00**	**400.00**	**753.00**

JP 3-1 LUIS GARZA

RECEIPT	NAME	CASE #	DATE COMM	DAYS SERVED	DATE RLSD	TOTAL F/C/C	LESS CREDIT	AMOUNT
93227-D	SOLIZ, OZIEL	CR-5756-02-31	11/9/2008	0	11/11/2008	160.00	0.00	160.00
93482-D	GUTIERREZ, MELISSA	CR-6041-04-31	11/14/2008	0	11/20/2008	187.00	0.00	187.00
93483-D	GUTIERREZ, MELISSA	CR-10592-06-31	11/14/2008	0	11/20/2008	196.00	0.00	196.00
93656-D	MORENO, JR., RUBEN	ARR-1057-08-31	11/27/2008	0	11/28/2008	100.00	0.00	100.00
					TOTAL	**643.00**	**100.00**	**643.00**

JP 3-2 ISMAEL OCHOA

RECEIPT	NAME	CASE #	DATE COMM	DAYS SERVED	DATE RLSD	TOTAL F/C/C	LESS CREDIT	AMOUNT
93281-D	HERNANDEZ, ARMANDO	T04-2193 MO	11/8/2008	2	11/14/2008	317.00	200.00	117.00
93282-D	HERNANDEZ, ARMANDO	T04-2194 MO	11/8/2008	0	11/14/2008	240.00	0.00	240.00
93283-D	HERNANDEZ, ARMANDO	T05-2119 MO	11/8/2008	0	11/14/2008	240.00	0.00	240.00
93284-D	HERNANDEZ, ARMANDO	T07-3806 MO	11/8/2008	0	11/14/2008	245.00	0.00	245.00
93333-D	PERALES, JR., JAIME	T06-5435 MO	11/3/2008	2	11/15/2008	245.00	200.00	45.00
93557-D	GONZALEZ, ROBERTO	T99-0440 MO	11/24/2008	1	11/24/2008	156.00	100.00	56.00
					TOTAL	**1,443.00**	**500.00**	**943.00**

HIDALGO COUNTY SHERIFF'S OFFICE
REPORT OF FINE AND COURT COSTS COLLECTED BY SHERIFF FOR JUSTICE OF THE PEACE COURT CASES THAT SERVED SENTENCE AND/OR PAID FINE
FOR THE MONTH OF NOVEMBER 2008

JP 4-1 CHARLIE ESPINOSA X13

RECEIPT	NAME	CASE #	DATE COMM	DAYS SERVED	DATE RLSD	TOTAL F/C/C	LESS CREDIT	AMOUNT
93173-D	NAVARRO, MARIO	E03-03-304 New	11/4/2008	1	11/7/2008	157.00	100.00	57.00
93174-D	NAVARRO, MARIO	E03-03-305 New	11/4/2008	0	11/7/2008	195.00	0.00	195.00
93273-D	VALDEZ, ADELMIRO	E06-01-743 Recall	11/12/2008	2	11/13/2008	262.00	200.00	62.00
					TOTAL	**614.00**	**300.00**	**314.00**

JP 4-2 MARY ALICE PALACIOS X14

RECEIPT	NAME	CASE #	DATE COMM	DAYS SERVED	DATE RLSD	TOTAL F/C/C	LESS CREDIT	AMOUNT
93212-D	MAGANAS, JOSE	JP05-06-829 New	11/5/2008	1	11/10/2008	187.00	100.00	87.00
93499-D	LOPEZ, ALBERTO	JP08-06-711 New	11/20/2008	2	11/21/2008	470.00	200.00	270.00
93500-D	LOPEZ, ALBERTO	JP08-03-761 New	11/20/2008	0	11/21/2008	537.00	0.00	537.00
93588-D	VARGAS, JUAN	JP08-09-101 New	11/25/2008	2	11/26/2008	533.00	200.00	333.00
93666-D	VILLEGAS, JUAN	JP08-11-853	11/30/2008	1	11/30/2008	200.00	100.00	100.00
93667-D	VILLEGAS, JUAN	JP08-11-854	11/30/2008	0	11/30/2008	200.00	0.00	200.00
93668-D	VILLEGAS, JUAN	JP08-11-855	11/30/2008	0	11/30/2008	200.00	0.00	200.00
					TOTAL	**2,327.00**	**600.00**	**1,727.00**

(A) Dckts not in system - Abel Term as of 12/30/08. -cc
Notify JP's office. ↳ entered by JP's office. -cc

JP 5-1 ESPIRIDION "SPEEDY" JACKSON X15

RECEIPT	NAME	CASE #	DATE COMM	DAYS SERVED	DATE RLSD	TOTAL F/C/C	LESS CREDIT	AMOUNT
93323-D	FERNANDEZ, FERNANDO	01-59978-TR Arrest	11/13/2008	0	11/15/2008	177.25	0.00	177.25
93324-D	FERNANDEZ, FERNANDO	01-59979-TR Arrest	11/13/2008	0	11/15/2008	190.25	0.00	190.25
					TOTAL	**367.50**	**0.00**	**367.50**

X5-k

HIDALGO COUNTY SHERIFF'S OFFICE
REPORT OF FINE AND COURT COSTS COLLECTED BY SHERIFF FOR JUSTICE OF THE PEACE COURT CASES THAT SERVED SENTENCE AND/OR PAID FINE
FOR THE MONTH OF NOVEMBER 2008

THE FOLLOWING DEFENDANTS SERVED FINE AND COURT COSTS AT AT HIDALGO COUNTY JAIL

JP 1-1 GILBERT SAENZ

RECEIPT	NAME	CASE #	DATE COMM	DAYS SERVED	DATE RLSD	TOTAL F/C/C	LESS CREDIT	AMOUNT
92992-D	DE LEON, JUSTINO	T06-0694 GS	10/30/2008	3	11/2/2008	229.00	229.00	0.00
93001-D	LUNA, DAVID	M08-879 GS	11/1/2008	3	11/3/2008	300.00	300.00	0.00
93021-D	GOMEZ, RIGOBERTO	M08-877 GS	11/1/2008	3	11/3/2008	300.00	300.00	0.00
93026-D	RABADAN, SANTOS	M08-914 GS	11/1/2008	3	11/3/2008	300.00	300.00	0.00
93032-D	GARZA, JUAN DIEGO	M08-909 GS	11/2/2008	3	11/4/2008	300.00	300.00	0.00
93038-D	GAMBOA, SOPHIA	M08-915 GS	11/2/2008	3	11/4/2008	300.00	300.00	0.00
93039-D	VARGAS, JOSE	M08-916 GS	11/2/2008	3	11/4/2008	300.00	300.00	0.00
93048-D	SANCHEZ, SONIA ANGELA	M08-886 GS	11/2/2008	3	11/4/2008	300.00	300.00	0.00
93065-D	HERNANDEZ, RAUL	T02-16911 GS	10/30/2008	2	11/5/2008	150.00	150.00	0.00
93066-D	HERNANDEZ, RAUL	T02-16912 GS	10/30/2008	2	11/5/2008	150.00	150.00	0.00
93067-D	SANTOS, MELECIO	M08-876 GS	11/1/2008	3	11/5/2008	300.00	300.00	0.00
93070-D	VILLARREAL, JESUS	M08-869 GS	11/1/2008	5	11/5/2008	500.00	500.00	0.00
93088-D	MONTES, JUAN ANTONIO	M08-884 GS	11/1/2008	2	11/5/2008	200.00	200.00	0.00
93089-D	MONTES, JUAN ANTONIO	M08-885 GS	11/1/2008	3	11/5/2008	300.00	300.00	0.00
93095-D	RODRIGUEZ, LEONEL JOEL	M08-891 GS	11/1/2008	5	11/5/2008	500.00	500.00	0.00
93138-D	VASQUEZ, JOSE LUIS	M08-942 GS	11/5/2008	3	11/7/2008	300.00	300.00	0.00
93164-D	GONZALEZ, JR., VALENTIN	T00-6093 GS	10/16/2008	3	11/7/2008	285.25	285.25	0.00
93165-D	GONZALEZ, JR., VALENTIN	T02-15077 GS	10/16/2008	4	11/7/2008	320.00	320.00	0.00
93166-D	GONZALEZ, JR., VALENTIN	T02-15078 GS	10/16/2008	5	11/7/2008	429.00	429.00	0.00
93167-D	GONZALEZ, JR., VALENTIN	T02-15079 GS	10/16/2008	4	11/7/2008	310.00	310.00	0.00
93171-D	RINCONES, ROBERTO A.	M08-917 GS	11/3/2008	5	11/7/2008	500.00	500.00	0.00
93186-D	HINOJOSA, INOCENCIO	M08-927 GS	11/4/2008	5	11/8/2008	500.00	500.00	0.00
93200-D	TORRES, BENITO	M08-959 GS	11/7/2008	3	11/9/2008	300.00	300.00	0.00
93202-D	GARCIA, ESEQUIEL	M08-964 GS	11/6/2008	3	11/10/2008	300.00	300.00	0.00
93206-D	PATRICIO, ANGEL	M08-972 GS	11/8/2008	3	11/10/2008	300.00	300.00	0.00
93207-D	RIVERA, BRENDA	M08-991 GS	11/8/2008	3	11/10/2008	300.00	300.00	0.00
93210-D	MAGANAS, JOSE	T05-2516 GS	11/5/2008	2	11/10/2008	191.00	191.00	0.00
93211-D	MAGANAS, JOSE	T04-2557 GS	11/5/2008	3	11/10/2008	262.00	262.00	0.00
93219-D	GRANADOS, GABRIEL	T07-2910 GS	11/8/2008	3	11/11/2008	274.00	274.00	0.00
93237-D	LUNA, ELIEZER	M08-880 GS	11/1/2008	3	11/12/2008	300.00	300.00	0.00
93251-D	LOPEZ, ALFONSO	M08-919 GS	11/4/2008	3	11/12/2008	300.00	300.00	0.00
93252-D	RAMOS, JAVIER	M08-975 GS	11/8/2008	2	11/12/2008	200.00	200.00	0.00
93253-D	RAMOS, JAVIER	M08-976 GS	11/8/2008	3	11/12/2008	300.00	300.00	0.00
93257-D	ZUNIGA, JUAN PEDRO	CR07-0137 GS	11/4/2008	4	11/12/2008	313.00	313.00	0.00

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HIDALGO COUNTY SHERIFF'S OFFICE
REPORT OF FINE AND COURT COSTS COLLECTED BY SHERIFF FOR JUSTICE OF THE PEACE COURT CASES THAT SERVED SENTENCE AND/OR PAID FINE
FOR THE MONTH OF NOVEMBER 2008

CONTINUED JP G. SAENZ 1-1

93258-D	ZUNIGA, JUAN PEDRO	T07-0670 GS	11/4/2008	3	11/12/2008	254.00	254.00	0.00
93263-D	RAMOS, RUDY	M08-990 GS	11/9/2008	5	11/13/2008	500.00	500.00	0.00
93270-D	VALENZUELA, BLAS	T04-012 GS	10/31/2008	3	11/13/2008	270.00	270.00	0.00
93271-D	VALENZUELA, BLAS	T04-013 GS	10/31/2008	4	11/13/2008	379.00	379.00	0.00
93383-D	JIMENEZ, RENE	T03-21396 GS	11/9/2008	3	11/18/2008	270.00	270.00	0.00
	AKA JIMENEZ, JOSE RENE							
93469-D	RAMIREZ, JR., PEDRO	T02-17703 GS	11/3/2008	3	11/19/2008	237.00	237.00	0.00
93475-D	TREJO, ANTONIO	M08-951 GS	11/7/2008	2	11/20/2008	200.00	200.00	0.00
93476-D	TREJO, ANTONIO	M08-952 GS	11/7/2008	3	11/20/2008	300.00	300.00	0.00
93541-D	CAVAZOS, RICARDO	T02-18911 GS	4/15/2008	3	11/23/2008	297.00	297.00	0.00
93561-D	PENA, MIGUEL ARTURO	T02-15671 GS	11/21/2008	2	11/25/2008	157.00	157.00	0.00
					TOTAL	**13,277.25**	**13,277.25**	**0.00**

JP 1-2 JESUS E. MORALES

RECEIPT	NAME	CASE #	DATE COMM	DAYS SERVED	DATE RLSD	TOTAL F/C/C	LESS CREDIT	AMOUNT
93162-D	GONZALEZ, VALENTIN	T03-0749 J12	10/16/2008	2	11/7/2008	158.00	158.00	0.00
93163-D	GONZALEZ, VALENTIN	T03-0750 J12	10/16/2008	2	11/7/2008	170.00	170.00	0.00
93217-D	ARTEAGA, FERNANDO	T03-0752 J12	11/9/2008	2	11/10/2008	170.00	170.00	0.00
93238-D	LUNA, ELIEZER	T03-3986 J12	11/1/2008	3	11/12/2008	244.00	244.00	0.00
93239-D	LUNA, ELIEZER	T04-6881 J12	11/1/2008	2	11/12/2008	190.00	190.00	0.00
93240-D	LUNA, ELIEZER	T02-1164 J12	11/1/2008	2	11/12/2008	160.00	160.00	0.00 C.
93241-D	LUNA, ELIEZER	T02-1165 J12	11/1/2008	2	11/12/2008	170.00	170.00	0.00
93292-D	RODRIGUEZ, FRANCISCO	06-072 J12	11/9/2008	3	11/14/2008	213.00	213.00	0.00
93329-D	SORIA, TIMOTHY	T06-3383 J12	11/14/2008	2	11/15/2008	179.00	179.00	0.00
93385-D	JIMENEZ, RENE	T03-4286 J12	11/9/2008	2	11/18/2008	170.00	170.00	0.00
	AKA JIMENEZ, JOSE RENE							
93386-D	JIMENEZ, RENE	T03-4289 J12	11/9/2008	3	11/18/2008	279.00	279.00	0.00
	AKA JIMENEZ, JOSE RENE							
93413-D	MOLINA, JR., GILBERTO	T06-2095 J12	11/6/2008	3	11/18/2008	288.00	288.00	0.00
93414-D	MOLINA, JR., GILBERTO	T06-2094 J12	11/6/2008	2	11/18/2008	199.00	199.00	0.00
93415-D	MOLINA, JR., GILBERTO	T06-2093 J12	11/6/2008	2	11/18/2008	179.00	179.00	0.00
93416-D	MOLINA, JR., GILBERTO	T06-2092 J12	11/6/2008	3	11/18/2008	221.00	221.00	0.00
93466-D	RAMIREZ, JR., PEDRO	T02-2682 J12	11/3/2008	2	11/19/2008	157.00	157.00	0.00
93467-D	RAMIREZ, JR., PEDRO	T04-2029 J12	11/3/2008	2	11/19/2008	187.00	187.00	0.00 C.
93468-D	RAMIREZ, JR., PEDRO	T04-2030 J12	11/3/2008	3	11/19/2008	237.00	237.00	0.00
93550-D	SOTO, MARCOS	04-116 J12	11/16/2008	3	11/23/2008	204.00	204.00	0.00
93551-D	SOTO, MARCOS	T014-2793 J12	11/16/2008	2	11/23/2008	170.00	170.00	0.00
					TOTAL	**3,945.00**	**3,945.00**	**0.00**

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HIDALGO COUNTY SHERIFF'S OFFICE
REPORT OF FINE AND COURT COSTS COLLECTED BY SHERIFF FOR JUSTICE OF THE PEACE COURT CASES THAT SERVED SENTENCE AND/OR PAID FINE
FOR THE MONTH OF NOVEMBER 2008

JP 2-1 BOBBY CONTRERAS

RECEIPT	NAME	CASE #	DATE COMM	DAYS SERVEI	DATE RLSD	TOTAL F/C/C	LESS CREDIT	AMOUNT
92988-D	LOPEZ, FIDENCIO	CR-6179-08-21	10/25/2008	2	11/2/2008	133.00	133.00	0.00
92989-D	LOPEZ, FIDENCIO	CR-6180-08-21	10/25/2008	3	11/2/2008	242.00	242.00	0.00
92990-D	LOPEZ, FIDENCIO	CR-6181-08-21	10/25/2008	2	11/2/2008	153.00	153.00	0.00
92991-D	LOPEZ, FIDENCIO	CR-6182-08-21	10/25/2008	2	11/2/2008	149.00	149.00	0.00
93004-D	FLORES, JUAN	CR-6191-08-21	10/25/2008	3	11/3/2008	300.00	300.00	0.00
93094-D	BALDERAS, HUGO EDGARDO	CR-3041-07-21	10/22/2008	3	11/5/2008	271.00	271.00	0.00
93176-D	NAVARRO, MARIO	CR-1324-01	11/4/2008	3	11/7/2008	231.75	231.75	0.00
93181-D	VELASQUEZ, RAFAEL	CR-1685-02	10/26/2008	5	11/8/2008	456.00	456.00	0.00
93182-D	VELASQUEZ, RAFAEL	CR-1686-02	10/26/2008	3	11/8/2008	216.00	216.00	0.00
93183-D	SOLIS, JR., JULIAN	CR-3464-07-21	11/6/2008	3	11/8/2008	289.00	289.00	0.00
93380-D	AVINA, JAVIER **AKA CONTRERAS, FRANCISCO**	CR-6590-08-21	11/16/2008	3	11/18/2008	300.00	300.00	0.00
93388-D	LOPEZ, JUAN MANUEL	CR-6597-08-21	11/16/2008	3	11/18/2008	300.00	300.00	0.00
93400-D	LOPEZ, FRANCISCO	CR-6605-08-21	11/16/2008	2	11/18/2008	133.00	133.00	0.00
93479-D	GOMEZ, LEONOR	CR-1571-01	11/20/2008	1	11/20/2008	0.00	0.00	0.00
93519-D	ALONSO, THELMA	CR-0596-06-21	11/19/2008	3	11/21/2008	244.00	244.00	0.00
93524-D	MENDEZ, JR., PABLO	CR-6765-08-21	11/20/2008	2	11/21/2008	133.00	133.00	0.00
93539-D	BARRERA, JAVIER ROMAN	CR-6766-08-21	11/20/2008	3	11/22/2008	300.00	300.00	0.00
93540-D	CAVAZOS, RICARDO	CR-0957-07-21	4/15/2008	3	11/23/2008	299.00	299.00	0.00
93574-D	TREVINO, RUDY	CR-0189-08-21	10/29/2008	3	11/25/2008	229.00	229.00	0.00
93582-D	CASTILLO, ANTONIO	CR-6587-08-21	11/15/2008	3	11/25/2008	300.00	300.00	0.00
93604-D	GARCIA, ADAN	CR-6757-08-21	11/20/2008	2	11/26/2008	133.00	133.00	0.00
93605-D	GARCIA, ADAN	CR-6758-08-21	11/20/2008	3	11/26/2008	242.00	242.00	0.00
93606-D	GARCIA, ADAN	CR-6759-08-21	11/20/2008	2	11/26/2008	153.00	153.00	0.00
93630-D	TREVINO, VICTOR ERNEST	CR-3497-06-21	11/23/2008	3	11/27/2008	229.00	229.00	0.00
93641-D	GAMEZ, JUAN JOSE	CR-1958-06-21	10/28/2008	4	11/28/2008	338.00	338.00	0.00
93642-D	GAMEZ, JUAN JOSE	CR-1959-06-21	10/28/2008	3	11/28/2008	229.00	229.00	0.00
93643-D	GAMEZ, JUAN JOSE	CR-1960-06-21	10/28/2008	4	11/28/2008	349.00	349.00	0.00
93651-D	RODRIGUEZ, JOSE LUIS	CR-6569-08-21	11/14/2008	2	11/28/2008	150.00	150.00	0.00
					TOTAL	**6,501.75**	**6,501.75**	**0.00**

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HIDALGO COUNTY SHERIFF'S OFFICE
REPORT OF FINE AND COURT COSTS COLLECTED BY SHERIFF FOR JUSTICE OF THE PEACE COURT CASES THAT SERVED SENTENCE AND/OR PAID FINE
FOR THE MONTH OF NOVEMBER 2008

JP 2-2 ROSA TREVINO

RECEIPT	NAME	CASE #	DATE COMM	DAYS SERVED	DATE RLSD	TOTAL F/C/C	LESS CREDIT	AMOUNT	
92984-D	CASTILLO, ROLANDO	CR6733-08-2	10/21/2008	2	11/1/2008	200.00	200.00	0.00	
92994-D	RAMIREZ, ORLANDO	CR0358-03-2	10/27/2008	5	11/2/2008	404.00	404.00	0.00	
93028-D	VILLANUEVA, YESENIA	CR4165-04-2	10/11/2008	4	11/3/2008	340.00	340.00	0.00	
93093-D	BALDERAS, HUGO EDGARDO	CR0234-07-2	10/22/2008	3	11/5/2008	285.00	285.00	0.00	
93099-D	GUZMAN, JUAN RAMON	CR2457-07-2	10/30/2008	3	11/5/2008	270.00	270.00	0.00	O
93100-D	GUZMAN, JUAN RAMON	CR2458-07-2	10/30/2008	3	11/5/2008	279.00	279.00	0.00	
93101-D	ZUNIGA, JAIME	CR6779-03-2	10/17/2008	3	11/5/2008	270.00	270.00	0.00	
93102-D	ZUNIGA, JAIME	CR6780-03-2	10/17/2008	4	11/5/2008	379.00	379.00	0.00	
93122-D	LOPEZ, GABRIELA	CR0080-04-2	10/26/2008	6	11/6/2008	508.00	508.00	0.00	
93123-D	LOPEZ, GABRIELA	CR0699-02-2	10/26/2008	2	11/6/2008	152.00	152.00	0.00	
93124-D	LOPEZ, GABRIELA	CR0700-02-2	10/26/2008	2	11/6/2008	172.00	172.00	0.00	
93125-D	LOPEZ, GABRIELA	CR4855-01-2	10/26/2008	2	11/6/2008	172.00	172.00	0.00	
93147-D	DE LA CRUZ, FELIX SALOME	CR9635-07-2	10/27/2008	3	11/7/2008	279.00	279.00	0.00	
93209-D	TRUJILLO, EDUARDO	CR1091-03-2	11/5/2008	5	11/10/2008	408.00	408.00	0.00	
93334-D	PERALES, JR., JAIME	CR5277-07-2	11/3/2008	3	11/15/2008	279.00	279.00	0.00	
93335-D	PERALES, JR., JAIME	CR5278-07-2	11/3/2008	3	11/15/2008	299.00	299.00	0.00	
93336-D	PERALES, JR., JAIME	CR2232-08-2	11/3/2008	2	11/15/2008	200.00	200.00	0.00	
93337-D	PERALES, JR., JAIME	CR2233-08-2	11/3/2008	3	11/15/2008	283.00	283.00	0.00	
93406-D	MUNIZ, ENRIQUE	CR7391A-02-2	11/7/2008	4	11/18/2008	308.00	308.00	0.00	O
93408-D	MUNIZ, ENRIQUE	CR7391-02-2	11/7/2008	3	11/18/2008	290.00	290.00	0.00	
93412-D	BENAVIDEZ, JESUS	CR4589-04-2	11/15/2008	3	11/18/2008	279.00	279.00	0.00	
93470-D	RAMIREZ, JR., PEDRO	CR6088-04-2	11/3/2008	3	11/19/2008	290.00	290.00	0.00	
93471-D	RAMIREZ, JR., PEDRO	CR6087-04-2	11/3/2008	4	11/20/2008	320.00	320.00	0.00	
93474-D	TREJO, ANTONIO	CR5437-06-2	11/7/2008	3	11/20/2008	233.00	233.00	0.00	
93533-D	BRAVO, ADRIAN LEE	CR8852-07-2	11/15/2008	2	11/22/2008	196.00	196.00	0.00	
93534-D	BRAVO, ADRIAN LEE	CR8850-07-2	11/15/2008	3	11/22/2008	279.00	279.00	0.00	
93589-D	HERNANDEZ, JUAN S.	CR0162-08-2	11/19/2008	3	11/26/2008	279.00	279.00	0.00	
93590-D	HERNANDEZ, JUAN S.	CR0161-08-2	11/19/2008	4	11/26/2008	303.00	303.00	0.00	
93612-D	ACOSTA, OMAR	CR6151-07-2	11/14/2008	3	11/26/2008	253.00	253.00	0.00	
					TOTAL	**8,209.00**	**8,209.00**	**0.00**	

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HIDALGO COUNTY SHERIFF'S OFFICE
REPORT OF FINE AND COURT COSTS COLLECTED BY SHERIFF FOR JUSTICE OF THE PEACE COURT CASES THAT SERVED SENTENCE AND/OR PAID FINE
FOR THE MONTH OF NOVEMBER 2008

JP 3-1 LUIS GARZA

RECEIPT	NAME	CASE #	DATE COMM	DAYS SERVED	DATE RLSD	TOTAL F/C/C	LESS CREDIT	AMOUNT	
93011-D	GROSSO, MIGUEL	CR08-01084 J31	10/30/2008	2	11/3/2008	183.00	183.00	0.00	
93025-D	VENECIA, III, PEDRO	CR-6673-01-31	9/30/2008	3	11/3/2008	216.00	216.00	0.00	
93044-D	ORTIZ, FRANCISCO	CR08-03928-J31	10/23/2008	4	11/4/2008	0.00	0.00	0.00	
93156-D	GARCIA, ASAF	CR-4294-07-31	11/3/2008	5	11/7/2008	413.00	413.00	0.00	
93157-D	SANCHEZ, JR., EDUARDO	CR-37515-03-31	11/3/2008	2	11/7/2008	157.00	157.00	0.00	
93158-D	SANCHEZ, JR., EDUARDO	CR-3716-03-31	11/3/2008	3	11/7/2008	236.00	236.00	0.00	
93177-D	KAST, ASHLEY MICHELLE	CR-7190-02-31	10/25/2008	2	11/7/2008	179.00	179.00	0.00	C
93178-D	KAST, ASHLEY MICHELLE	CR-7191-02-31	10/25/2008	3	11/7/2008	236.00	236.00	0.00	C
93225-D	SOLIZ, OZIEL	CR-5755-02-31	11/9/2008	3	11/11/2008	279.00	279.00	0.00	
93310-D	MACIEL, ANGEL JAVIER	CR-3719-02-31	11/10/2008	2	11/14/2008	185.00	185.00	0.00	
93311-D	MACIEL, ANGEL JAVIER	CR-3720-02-31	11/10/2008	3	11/14/2008	240.00	240.00	0.00	
93341-D	MARTINEZ, JUAN ISABEL	CR-3802-01-31	11/9/2008	2	11/15/2008	155.00	155.00	0.00	
93342-D	MARTINEZ, JUAN ISABEL	CR-3801-01-31	11/9/2008	3	11/15/2008	275.00	275.00	0.00	
93343-D	MARTINEZ, JUAN ISABEL	CR-3800-01-31	11/9/2008	2	11/15/2008	165.00	165.00	0.00	
93353-D	CANALES, RAMON	CR-2725-05-31	11/13/2008	2	11/17/2008	187.00	187.00	0.00	
93354-D	CANALES, RAMON	CR-8508-07-31	11/13/2008	3	11/17/2008	236.00	236.00	0.00	
93377-D	RODRIGUEZ, JULIO CESAR	CR-3235-06-31	11/8/2008	2	11/17/2008	196.00	196.00	0.00	
93378-D	RODRIGUEZ, JULIO CESAR	CR-3236-06-31	11/8/2008	4	11/17/2008	313.00	313.00	0.00	
93398-D	DURAN, ARTURO ALEJANDRO	CR-5730-07-31	11/5/2008	3	11/18/2008	212.00	212.00	0.00	
93399-D	DURAN, ARTURO ALEJANDRO	CR-5731-07-31	11/5/2008	3	11/18/2008	266.00	266.00	0.00	
93426-D	MOLINA, ARLANDO	CR-3071-02-31	11/8/2008	3	11/19/2008	240.00	240.00	0.00	
93427-D	MOLINA, ARLANDO	CR-3072-02-31	11/8/2008	5	11/19/2008	454.00	454.00	0.00	
93428-D	MOLINA, ARLANDO	CR-3073-02-31	11/8/2008	3	11/19/2008	213.00	213.00	0.00	
93436-D	GARZA, ENRIQUE JAVIER	CR-037-07-31	11/10/2008	4	11/19/2008	326.00	326.00	0.00	
93437-D	GARZA, ENRIQUE JAVIER	CR-038-07-31	11/10/2008	3	11/19/2008	245.00	245.00	0.00	
93481-D	GUTIERREZ, MELISSA	CR-7357-07-31	11/14/2008	2	11/20/2008	196.00	196.00	0.00	
93505-D	GOMEZ, GENARO	CR08-01503-J31	10/18/2008	2	11/21/2008	200.00	200.00	0.00	
93506-D	GOMEZ, GENARO	CR08-01504-J31	10/18/2008	2	11/21/2008	183.00	183.00	0.00	
93516-D	GARCIA, HECTOR	CR-4133-06-31	11/10/2008	3	11/21/2008	212.00	212.00	0.00	
93517-D	GARCIA, HECTOR	CR-4134-06-31	11/10/2008	3	11/21/2008	245.00	245.00	0.00	
93526-D	GARZA, CESAR	CR08-02315-J31	11/13/2008	2	11/22/2008	183.00	183.00	0.00	
93527-D	GARZA, CESAR	CR-895-06-31	11/13/2008	3	11/22/2008	246.00	246.00	0.00	
93552-D	MOYA, OMAR DARIO	ARR-991-08-31	11/22/2008	1	11/24/2008	100.00	100.00	0.00	
93558-D	LOPEZ, OSVALDO	ARR-1018-08-31	11/24/2008	1	11/24/2008	100.00	100.00	0.00	
93559-D	VASQUEZ, RUBEN OMAR	ARR-1021-08-21	11/23/2008	1	11/24/2008	100.00	100.00	0.00	
93567-D	TORRES, FLABIO	ARR-1020-08-31	11/23/2008	1	11/25/2008	100.00	100.00	0.00	
93572-D	LOZANO, RAMON	ARR-1011-08-31	11/23/2008	1	11/25/2008	100.00	100.00	0.00	

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HIDALGO COUNTY SHERIFF'S OFFICE
REPORT OF FINE AND COURT COSTS COLLECTED BY SHERIFF FOR JUSTICE OF THE PEACE COURT CASES THAT SERVED SENTENCE AND/OR PAID FINE
FOR THE MONTH OF NOVEMBER 2008

CONTINUED JP L.GARZA 3-1

93579-D	BURNETT, GEORGE LEE	ARR-1017-08-31	11/23/2008	1	11/25/2008	100.00	100.00	0.00
93580-D	GARCIA, JOSE IGNACIO	CR08-03330-J31	11/18/2008	2	11/25/2008	183.00	183.00	0.00
93581-D	GARCIA, JOSE IGNACIO	CR08-03331-J31	11/18/2008	2	11/25/2008	183.00	183.00	0.00
93583-D	CASTILLO, ANTONIO	CR-4043-06-31	11/15/2008	3	11/25/2008	248.00	248.00	0.00
93584-D	CASTILLO, ANTONIO	CR-4044-06-31	11/15/2008	3	11/25/2008	245.00	245.00	0.00
93585-D	GONZALEZ, JOSE ALFREDO	ARR-989-08-31	11/21/2008	1	11/25/2008	100.00	100.00	0.00
93587-D	LOPEZ, ARMANDO	CR-9371-05-31	11/19/2008	3	11/25/2008	240.00	240.00	0.00
93603-D	VALENCIA, SAMUEL	ARR-1010-08-31	11/23/2008	1	11/26/2008	100.00	100.00	0.00
93607-D	VILLARREAL, ELIZER	ARR-1045-08-31	11/25/2008	1	11/26/2008	100.00	100.00	0.00
93617-D	FRIAS, JOSE	CR-9306-05-31	8/29/2008	4	11/26/2008	308.00	308.00	0.00
93620-D	RODRIGUEZ, VERNARDINO **AKA RODRIGUEZ, BERNARDINO**	CR-2431-05-31	11/5/2008	3	11/26/2008	240.00	240.00	0.00
93621-D	RODRIGUEZ, VERNARDINO **AKA RODRIGUEZ, BERNARDINO**	CR-2432-05-31	11/5/2008	5	11/26/2008	404.00	404.00	0.00
93622-D	**RODRIGUEZ, VERNARDINO AKA RODRIGUEZ, BERNARDINO**	CR-2434-05-31	11/5/2008	4	11/26/2008	368.00	368.00	0.00
93635-D	CASARES, JR., GENARO	CR-6312-06-31	11/25/2008	3	11/28/2008	245.00	245.00	0.00
93637-D	GAMEZ, JUAN JOSE	CR-947-03-31	10/28/2008	3	11/28/2008	204.00	204.00	0.00
93638-D	GAMEZ, JUAN JOSE	CR-6304-07-31	10/28/2008	3	11/28/2008	218.00	218.00	0.00
93639-D	GAMEZ, JUAN JOSE	CR-6305-07-31	10/28/2008	5	11/28/2008	413.00	413.00	0.00
93640-D	GAMEZ, JUAN JOSE	CR-6306-07-31	10/28/2008	3	11/28/2008	246.00	246.00	0.00
93647-D	SIFUENTES, JULIAN	ARR-1060-08-31	11/27/2008	1	11/28/2008	100.00	100.00	0.00
93648-D	RAMOS, RAMIRO	ARR-1059-08-31	11/28/2008	1	11/28/2008	100.00	100.00	0.00
93652-D	RODRIGUEZ, JOSE LUIS	CR-8401-07-31	11/14/2008	5	11/28/2008	413.00	413.00	0.00
93653-D	RODRIGUEZ, JOSE LUIS	CR-8400-07-31	11/14/2008	3	11/28/2008	245.00	245.00	0.00
93654-D	MORENO, JR., RUBEN	ARR-1055-08-31	11/27/2008	1	11/28/2008	100.00	100.00	0.00
93655-D	MORENO, JR., RUBEN	ARR-1056-08-31	11/27/2008	1	11/28/2008	100.00	100.00	0.00
93659-D	SALINAS, ERNESTO	ARR-986-08-31	11/22/2008	1	11/29/2008	100.00	100.00	0.00
93660-D	SALINAS, ERNESTO	ARR-985-08-31	11/22/2008	1	11/29/2008	100.00	100.00	0.00
93661-D	SALINAS, ERNESTO	CR-5691-07-31	11/22/2008	3	11/29/2008	245.00	245.00	0.00
93662-D	SALINAS, ERNESTO	CR-5692-07-31	11/22/2008	3	11/29/2008	245.00	245.00	0.00
93663-D	CHAVEZ, SIJIFREDO	ARR-1054-08-31	11/26/2008	1	11/29/2008	100.00	100.00	0.00
93664-D	TREVINO, JOEL OSCAR	ARR-1053-08-31	11/27/2008	1	11/30/2008	100.00	100.00	0.00
					TOTAL	**13,865.00**	**13,865.00**	0.00

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HIDALGO COUNTY SHERIFF'S OFFICE
REPORT OF FINE AND COURT COSTS COLLECTED BY SHERIFF FOR JUSTICE OF THE PEACE COURT CASES THAT SERVED SENTENCE AND/OR PAID FINE
FOR THE MONTH OF NOVEMBER 2008

JP 3-2 ISMAEL OCHOA

RECEIPT	NAME	CASE #	DATE COMM	DAYS SERVED	DATE RLSD	TOTAL F/C/C	LESS CREDIT	AMOUNT	
92973-D	LEAL, III, RAMIRO	T06-4484 MO	10/21/2008	3	11/1/2008	246.00	246.00	0.00	
92985-D	CASTILLO, ROLANDO	T07-2186 MO	10/21/2008	3	11/1/2008	245.00	245.00	0.00	
92986-D	CASTILLO, ROLANDO	T07-2185 MO	10/21/2008	7	11/1/2008	613.00	613.00	0.00	
93002-D	GARCIA, MODESTO OMAR	T01-2315 MO	10/28/2008	5	11/3/2008	449.25	449.25	0.00	
93003-D	GARCIA, MODESTO OMAR	T01-2314 MO	10/28/2008	2	11/3/2008	168.00	168.00	0.00	
93006-D	GARCIA, YOBANI	T05-1789 MO	10/29/2008	2	11/3/2008	187.00	187.00	0.00	
93009-D	SOLIS, JR., CRUZ	T06-4975 MO	10/29/2008	3	11/3/2008	245.00	245.00	0.00	C
93010-D	SOLIS, JR., CRUZ	T06-4976 MO	10/29/2008	3	11/3/2008	212.00	212.00	0.00	
93022-D	GARCIA, YOBANI	T05-1790 MO	10/29/2008	3	11/3/2008	240.00	240.00	0.00	
93023-D	GUAJARDO, JUAN MANUEL	T07-0052 MO	10/20/2008	3	11/3/2008	246.00	246.00	0.00	
93040-D	CAMPOS, PATRICIO A.	T07-3867 MO	10/30/2008	3	11/4/2008	218.00	218.00	0.00	
93041-D	CAMPOS, PATRICIO A.	T07-3868 MO	10/30/2008	3	11/4/2008	245.00	245.00	0.00	
93090-D	BALDERAS, HUGO EDGARDO	T04-2575 MO	10/22/2008	5	11/5/2008	454.00	454.00	0.00	
93091-D	BALDERAS, HUGO EDGARDO	T04-2574 MO	10/22/2008	4	11/5/2008	317.00	317.00	0.00	
93155-D	FARIAS, LAURA	T04-3059 MO	11/5/2008	3	11/7/2008	243.00	243.00	0.00	
93205-D	GUERRA. MARIA A.	T07-1555 MO	11/6/2008	3	11/10/2008	260.00	260.00	0.00	
93249-D	SERNA, III, GUADALUPE	T03-1117 MO	11/6/2008	3	11/12/2008	207.00	207.00	0.00	
93250-D	SERNA, III, GUADALUPE	T03-1118 MO	11/6/2008	3	11/12/2008	240.00	240.00	0.00	
93280-D	HERNANDEZ, ARMANDO JOEL	T07-3807 MO	11/8/2008	5	11/14/2008	463.00	463.00	0.00	C
93321-D	MORALES, GERMAN	CR08-1609 MO	11/12/2008	2	11/15/2008	133.00	133.00	0.00	
93347-D	BENAVIDEZ, EDGAR	CR08-1590 MO	11/11/2008	6	11/16/2008	567.00	567.00	0.00	
93351-D	LEDEZMA, REYES AKA LEDESMA, REYES	CR08-1591 MO	11/12/2008	6	11/17/2008	567.00	567.00	0.00	
93352-D	CASAREZ, JOSE	CR08-1592 MO	11/12/2008	6	11/17/2008	567.00	567.00	0.00	
93355-D	MASCORRO, ARMANDO	CR08-1598 MO	11/12/2008	6	11/17/2008	567.00	567.00	0.00	
93381-D	GARZA, JOSE ALFONSO	T02-2111 MO	11/11/2008	3	11/18/2008	287.00	287.00	0.00	
93382-D	GARZA, JOSE ALFONSO	T05-2652 MO	11/11/2008	3	11/18/2008	221.00	221.00	0.00	
93397-D	DURAN, ARTURO ALEJANDRO	T03-3100 MO	11/5/2008	3	11/18/2008	213.00	213.00	0.00	
93407-D	MUNIZ, ENRIQUE	T03-0400 MO	11/7/2008	3	11/18/2008	240.00	240.00	0.00	
93443-D	ESPINO, EFRAIN	CR08-1599 MO	11/12/2008	6	11/19/2008	567.00	567.00	0.00	
93480-D	GUTIERREZ, MELISSA	T06-3463 MO	11/14/2008	5	11/20/2008	463.00	463.00	0.00	
93507-D	GOMEZ, GENARO	T07-3889 MO	10/18/2008	2	11/21/2008	196.00	196.00	0.00	
93508-D	GOMEZ, GENARO	T07-3890 MO	10/18/2008	3	11/21/2008	245.00	245.00	0.00	
93509-D	GOMEZ, GENARO	T07-3893 MO	10/18/2008	3	11/21/2008	296.00	296.00	0.00	

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HIDALGO COUNTY SHERIFF'S OFFICE
REPORT OF FINE AND COURT COSTS COLLECTED BY SHERIFF FOR JUSTICE OF THE PEACE COURT CASES THAT SERVED SENTENCE AND/OR PAID FINE
FOR THE MONTH OF NOVEMBER 2008

CONTINUED JP I. OCHOA 3-2

93510-D	GOMEZ, GENARO	T07-4012 MO	10/18/2008	5	11/21/2008	463.00	463.00	0.00
93511-D	GOMEZ, GENARO	T07-4013 MO	10/18/2008	3	11/21/2008	245.00	245.00	0.00
93544-D	GONZALEZ, ARMANDO	CR08-1594 MO	11/11/2008	2	11/23/2008	133.00	133.00	0.00
93613-D	GARCIA, ALVARO	T06-4839 MO	11/18/2008	3	11/26/2008	236.00	236.00	0.00
93615-D	FRIAS, JOSE	T06-3972 MO	8/29/2008	3	11/26/2008	244.00	244.00	0.00
93616-D	FRIAS, JOSE	T06-3973 MO	8/29/2008	3	11/26/2008	245.00	245.00	0.00
93618-D	RODRIGUEZ, BERNARDINO	T05-2753 MO	11/6/2008	3	11/26/2008	240.00	240.00	0.00
93619-D	RODRIGUEZ, BERNARDINO	T05-2754 MO	11/6/2008	3	11/26/2008	237.00	237.00	0.00
93623-D	BARRAZA, GERARDO	T07-3148 MO	11/21/2008	2	11/26/2008	196.00	196.00	0.00
93624-D	HERRERAS, NOE **AKA HERRERA, NOE**	T07-0335 MO	11/18/2008	3	11/26/2008	236.00	236.00	0.00
93625-D	HERRERAS, NOE **AKA HERRERA, NOE**	T07-0336 MO	11/18/2008	3	11/26/2008	245.00	245.00	0.00
93644-D	GAMEZ, JUAN JOSE	T07-3722 MO	10/28/2008	3	11/28/2008	296.00	296.00	0.00
93645-D	GAMEZ, JUAN JOSE	T07-3723 MO	10/28/2008	3	11/28/2008	245.00	245.00	0.00
					TOTAL	**13,888.25**	**13,888.25**	**0.00**

JP 4-1 CHARLIE ESPINOZA

RECEIPT	NAME	CASE #	DATE COMM	DAYS SERVEI	DATE RLSD	TOTAL F/C/C	LESS CREDIT	AMOUNT
93045-D	GONZALEZ, ELOY	E08-08-418	5/2/2008	165	11/4/2008	0.00	0.00	0.00
93060-D	HOUTS, KYLE	E05-01-2018	11/1/2008	3	11/4/2008	262.00	262.00	0.00
93151-D	GARZA, JOSE GUADALUPE	E06-02-459	11/5/2008	3	11/7/2008	274.00	274.00	0.00
93246-D	AGUILAR, RAUL	E05-04-715	11/1/2008	4	11/12/2008	315.00	315.00	0.00
93247-D	AGUILAR, RAUL	E05-04-716	11/1/2008	3	11/12/2008	245.00	245.00	0.00
93248-D	AGUILAR, RAUL	E05-04-718	11/1/2008	4	11/12/2008	354.00	354.00	0.00
93389-D	MALDONADO, JIMMY LEE	E03-07-114	11/4/2008	2	11/18/2008	195.00	195.00	0.00
93390-D	MALDONADO, JIMMY LEE	E03-07-115	11/4/2008	4	11/18/2008	304.00	304.00	0.00
93409-D	PEDRAZA. JOSE ALBERTO	E06-07-37	11/16/2008	3	11/18/2008	299.00	299.00	0.00
93438-D	RODRIGUEZ, JOSE ALBERTO	E05-03-716	10/28/2008	3	11/19/2008	257.00	257.00	0.00
93439-D	RODRIGUEZ, JOSE ALBERTO	E05-03-717	10/28/2008	4	11/19/2008	354.00	354.00	0.00
93458-D	GOMEZ, MARIO ALBERTO	E07-03-318	11/4/2008	13	11/19/2008	0.00	0.00	0.00
93460-D	JIMENEZ, HOMERO	E06-08-1446	11/17/2008	3	11/19/2008	254.00	254.00	0.00
93545-D	GARZA. URIEL	E06-11-641	11/13/2008	4	11/23/2008	363.00	363.00	0.00
					TOTAL	**3,476.00**	**3,476.00**	**0.00**

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HIDALGO COUNTY SHERIFF'S OFFICE
REPORT OF FINE AND COURT COSTS COLLECTED BY SHERIFF FOR JUSTICE OF THE PEACE COURT CASES THAT SERVED SENTENCE AND/OR PAID FINE
FOR THE MONTH OF NOVEMBER 2008

JP 4-2 MARY ALICE PALACIOS

RECEIPT	NAME	CASE #	DATE COMM	DAYS SERVED	DATE RLSD	TOTAL F/C/C	LESS CREDIT	AMOUNT
92993-D	DE LEON, JUSTINO	JP08-10-611	10/30/2008	1	11/2/2008	100.00	100.00	0.00
93013-D	MATA, JORGE	JP03-06-744	10/28/2008	3	11/3/2008	260.00	260.00	0.00
93014-D	MATA, JORGE	JP03-06-745	10/28/2008	4	11/3/2008	379.00	379.00	0.00
93015-D	VILLARREAL, ISMAEL	JP06-11-612	10/3/2008	6	11/3/2008	533.00	533.00	0.00
93016-D	VILLARREAL, ISMAEL	JP06-11-613	10/3/2008	6	11/3/2008	524.00	524.00	0.00
93017-D	VILLARREAL, ISMAEL	JP06-11-614	10/3/2008	5	11/3/2008	411.00	411.00	0.00
93018-D	VILLARREAL, ISMAEL	JP06-11-615	10/3/2008	5	11/3/2008	411.00	411.00	0.00
93019-D	VILLARREAL, ISMAEL	JP06-11-616	10/3/2008	5	11/3/2008	416.00	416.00	0.00
93020-D	VILLARREAL, ISMAEL	JP06-11-617	10/3/2008	5	11/3/2008	416.00	416.00	0.00
93064-D	HERNANDEZ, RAUL **AKA NAJERA, CRISTOBAL**	JP08-10-641	10/30/2008	2	11/5/2008	200.00	200.00	0.00
93085-D	SANDOVAL, DAVID	JP01-10-562	10/3/2008	5	11/5/2008	285.00	285.00	0.00
93086-D	SANDOVAL, DAVID	JP01-10-563	10/3/2008	3	11/5/2008	295.00	295.00	0.00
93109-D	BENAVIDES, GABRIEL	JP07-12-293	11/4/2008	3	11/6/2008	279.00	279.00	0.00
93145-D	DE LA CRUZ, FELIX	JP06-02-335	10/22/2008	3	11/7/2008	279.00	279.00	0.00
93146-D	DE LA CRUZ, FELIX	JP07-06-841	10/22/2008	3	11/7/2008	276.00	276.00	0.00
93148-D	DE LA CRUZ, FELIX	JP07-06-842	10/22/2008	3	11/7/2008	279.00	279.00	0.00
93149-D	DE LA CRUZ, FELIX	JP06-02-334	10/22/2008	4	11/7/2008	321.00	321.00	0.00
93150-D	SANCHEZ, ALFREDO	JP07-03-917	10/30/2008	3	11/7/2008	279.00	279.00	0.00
93159-D	HERNANDEZ, ALEJANDRO JOSE	JP08-01-1071	10/30/2008	3	11/7/2008	279.00	279.00	0.00
93160-D	HERNANDEZ, ALEJANDRO JOSE	JP08-01-1070	10/30/2008	3	11/7/2008	300.00	300.00	0.00
93161-D	SALAZAR, RUBEN	JP07-11-1470	11/4/2008	3	11/7/2008	280.00	280.00	0.00
93188-D	RIVAS, DAVID	JP08-05-649	10/7/2008	6	11/9/2008	533.00	533.00	0.00
93189-D	RIVAS, DAVID	JP08-05-650	10/7/2008	6	11/9/2008	528.00	528.00	0.00
93190-D	RIVAS, DAVID	JP08-05-651	10/7/2008	6	11/9/2008	533.00	533.00	0.00
93191-D	RIVAS, DAVID	JP08-05-652	10/7/2008	5	11/9/2008	416.00	416.00	0.00
93192-D	RIVAS, DAVID	JP08-05-204	10/7/2008	5	11/9/2008	420.00	420.00	0.00
93193-D	RIVAS, DAVID	JP07-12-115	10/7/2008	5	11/9/2008	416.00	416.00	0.00
93213-D	VALENCIA, DEMIAN	JP06-08-753	11/6/2008	3	11/10/2008	246.00	246.00	0.00
93214-D	VALENCIA, DEMIAN	JP06-08-754	11/6/2008	3	11/10/2008	213.00	213.00	0.00
93215-D	VALENCIA, DEMIAN	JP06-08-755	11/6/2008	3	11/10/2008	246.00	246.00	0.00
93216-D	VALENCIA, DEMIAN	JP07-11-1261	11/6/2008	4	11/10/2008	306.00	306.00	0.00
93221-D	LASTRA, EDER	JP07-10-984	11/4/2008	2	11/11/2008	195.00	195.00	0.00
93222-D	LASTRA, EDER	JP08-06-592	11/4/2008	3	11/11/2008	249.00	249.00	0.00
93223-D	LASTRA, EDER	JP08-06-591	11/4/2008	3	11/11/2008	283.00	283.00	0.00
93224-D	PALOMO, LUIS A.	JP08-11-330	11/9/2008	3	11/11/2008	300.00	300.00	0.00
93231-D	RAMON, JUAN DIEGO	JP08-11-307	11/9/2008	3	11/11/2008	300.00	300.00	0.00
93303-D	BORREGO, JUAN	JP08-901-524	10/11/2008	5	11/14/2008	416.00	416.00	0.00
93304-D	BORREGO, JUAN	JP08-01-523	10/11/2008	5	11/14/2008	416.00	416.00	0.00

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HIDALGO COUNTY SHERIFF'S OFFICE
REPORT OF FINE AND COURT COSTS COLLECTED BY SHERIFF FOR JUSTICE OF THE PEACE COURT CASES THAT SERVED SENTENCE AND/OR PAID FINE
FOR THE MONTH OF NOVEMBER 2008

CONTINUED JP PALACIOS 4-2

93305-D	BORREGO, JUAN	JP08-01-522	10/11/2008	5	11/14/2008	416.00	416.00	0.00
93306-D	BORREGO, JUAN	JP08-01-525	10/11/2008	5	11/14/2008	411.00	411.00	0.00
93307-D	BORREGO, JUAN	JP08-01-526	10/11/2008	5	11/14/2008	411.00	411.00	0.00
93308-D	BORREGO, JUAN	JP08-01-527	10/11/2008	5	11/14/2008	411.00	411.00	0.00
93309-D	BORREGO, JUAN	JP08-01-528	10/11/2005	5	11/14/2008	411.00	411.00	0.00
93350-D	RODRIGUEZ, FRANCISCO	JP08-11-312	11/9/2008	3	11/17/2008	300.00	300.00	0.00
93364-D	MORALES, LUCY	JP07-11-273	9/10/2008	5	11/17/2008	416.00	416.00	0.00
93365-D	MORALES, LUCY	JP07-11-272	9/10/2008	6	11/17/2008	533.00	533.00	0.00
93366-D	MORALES, LUCY	JP07-11-271	9/10/2008	5	11/17/2008	416.00	416.00	0.00
93367-D	MORALES, LUCY	JP07-11-270	9/10/2008	6	11/17/2008	533.00	533.00	0.00
93368-D	MORALES, LUCY	JP07-11-269	9/10/2008	6	11/17/2008	533.00	533.00	0.00
93369-D	MORALES, LUCY	JP07-11-268	9/10/2008	6	11/17/2008	533.00	533.00	0.00
93370-D	MORALES, LUCY	JP07-11-267	9/10/2008	6	11/17/2008	533.00	533.00	0.00
93371-D	MORALES, LUCY	JP07-11-266	9/10/2008	6	11/17/2008	533.00	533.00	0.00
93372-D	MORALES, LUCY	JP07-11-265	9/10/2008	6	11/17/2008	533.00	533.00	0.00
93373-D	MORALES, LUCY	JP07-11-264	9/10/2008	6	11/17/2008	533.00	533.00	0.00
93374-D	MORALES, LUCY	JP07-11-263	9/10/2008	5	11/17/2008	407.00	407.00	0.00
93375-D	MORALES, LUCY	JP08-02-110	9/10/2008	6	11/17/2008	537.00	537.00	0.00
93384-D	JIMENEZ, JOSE	JP08-11-303	11/9/2008	2	11/18/2008	200.00	200.00	0.00
	JIMENEZ, RENE							
93396-D	DURAN, ARTURO ALEJANDRO	JP07-05-861	11/5/2008	3	11/18/2008	279.00	279.00	0.00
93401-D	ALEMAN, PABLO	JP08-04-353	11/6/2008	6	11/18/2008	537.00	537.00	0.00
93402-D	ALEMAN, PABLO	JP08-04-068	11/6/2008	6	11/18/2008	537.00	537.00	0.00
93410-D	RODRIGUEZ, JR., RAMIRO	JP05-09-681	11/12/2008	3	11/18/2008	274.00	274.00	0.00
93411-D	RODRIGUEZ, JR., RAMIRO	JP03-10-1125	11/12/2008	3	11/18/2008	270.00	270.00	0.00
93418-D	ALVAREZ, DANIEL	JP06-07-646	11/12/2008	4	11/18/2008	400.00	400.00	0.00
93492-D	CORDERO, ARMANDO	JP03-04-180	11/6/2008	3	11/21/2008	273.00	273.00	0.00
	AKA CANUTO, ARMANDO							
93493-D	CORDERO, ARMANDO	JP03-04-181	11/6/2008	3	11/21/2008	272.00	272.00	0.00
93501-D	GOMEZ, GENARO	JP06-04-578	10/18/2008	2	11/21/2008	179.00	179.00	0.00
93502-D	GOMEZ, GENARO	JP06-04-898	10/18/2008	3	11/21/2008	218.00	218.00	0.00
93504-D	GOMEZ, GENARO	JP06-04-899	10/18/2008	2	11/21/2008	179.00	179.00	0.00
93518-D	GARCIA, HECTOR	JP05-08-840	11/10/2008	6	11/21/2008	524.00	524.00	0.00
93525-D	GARZA, CESAR	JP06-03-860	11/13/2008	5	11/22/2008	438.00	438.00	0.00
93528-D	LUNA, EDUARDO	JP08-10-389	11/7/2008	6	11/22/2008	537.00	537.00	0.00
93538-D	RIVERA, JOSE	T00-5877 J42	11/7/2008	3	11/22/2008	256.25	256.25	0.00
93542-D	CHARLES, JAVIER	JP08-11-301	11/10/2008	2	11/23/2008	200.00	200.00	0.00
	AKA CHARLES, FRANCISCO JAVIER							
93543-D	CHARLES, JAVIER	JP08-11-302	11/10/2008	3	11/23/2008	300.00	300.00	0.00
	AKA CHARLES, FRANCISCO JAVIER							
93553-D	PEREZ, ABEL DAVID	JP08-04-804	11/14/2008	6	11/24/2008	587.00	587.00	0.00
93665-D	HERNANDEZ, CYNTHIA	JP08-11-014	11/25/2008	6	11/30/2008	537.00	537.00	0.00
					TOTAL	**28,215.25**	**28,215.25**	**0.00**

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HIDALGO COUNTY SHERIFF'S OFFICE
REPORT OF FINE AND COURT COSTS COLLECTED BY SHERIFF FOR JUSTICE OF THE PEACE COURT CASES THAT SERVED SENTENCE AND/OR PAID FINE
FOR THE MONTH OF NOVEMBER 2008

JP 5-1 ESPIRIDION "SPEEDY" JACKSON

RECEIPT	NAME	CASE #	DATE COMM	DAYS SERVED	DATE RLSD	TOTAL F/C/C	LESS CREDIT	AMOUNT
93034-D	GARZA, MARICELA	98-47905	10/28/2008	2	11/4/2008	112.00	112.00	0.00
93035-D	GARZA, MARICELA	98-47906	10/28/2008	3	11/4/2008	256.25	256.25	0.00
93036-D	GARZA, MARICELA	98-47904	10/28/2008	2	11/4/2008	112.00	112.00	0.00
93075-D	SANDOVAL, DAVID	FTA-214 J51-07	10/3/2008	3	11/5/2008	299.00	299.00	0.00
93076-D	SANDOVAL, DAVID	FTA-213 J51-07	10/3/2008	3	11/5/2008	299.00	299.00	0.00
93077-D	SANDOVAL, DAVID	FTA-212 J51-07	10/3/2008	3	11/5/2008	299.00	299.00	0.00
93078-D	SANDOVAL, DAVID	01-63240-TR	10/3/2008	2	11/5/2008	157.00	157.00	0.00
93079-D	SANDOVAL, DAVID	99-51402-TR	10/3/2008	2	11/5/2008	164.25	164.25	0.00
93080-D	SANDOVAL, DAVID	03-71428-TR	10/3/2008	2	11/5/2008	170.00	170.00	0.00
93081-D	SANDOVAL, DAVID	03-71429-TR	10/3/2008	2	11/5/2008	182.00	182.00	0.00
93082-D	SANDOVAL, DAVID	03-72591-TR	10/3/2008	4	11/5/2008	305.00	305.00	0.00
93083-D	SANDOVAL, DAVID	05-81030-TR	10/3/2008	3	11/5/2008	228.00	228.00	0.00
93084-D	SANDOVAL, DAVID	99-51401-TR	10/3/2008	2	11/5/2008	125.25	125.25	0.00
93087-D	SANDOVAL, DAVID	05-81031-TR	10/3/2008	2	11/5/2008	195.00	195.00	0.00
93255-D	SALINAS, JR., HECTOR	99-54020-TR	11/7/2008	2	11/12/2008	150.25	150.25	0.00
93325-D	FERNANDEZ, FERNANDO	FTA 460 J51-07	11/13/2008	3	11/15/2008	294.25	294.25	0.00
93546-D	TAIE, STEVEN	FTA-229 J51-07	11/9/2008	3	11/23/2008	299.00	299.00	0.00
93547-D	TAIE, STEVEN	FTA-228 J51-07	11/9/2008	3	11/23/2008	293.25	293.25	0.00
93548-D	TAIE, STEVEN	FTA EJ99-49107	11/9/2008	2	11/23/2008	148.25	148.25	0.00
93549-D	TAIE, STEVEN	03-71614-TR	11/9/2008	2	11/23/2008	185.00	185.00	0.00
93602-D	VALENCIA, SAMUEL	01-61552-TR	11/23/2008	2	11/26/2008	165.25	165.25	0.00
					TOTAL	**4,439.00**	**4,439.00**	**0.00**

OTHER AGENCY

RECEIPT	NAME	CASE #	DATE COMM	DAYS SERVED	DATE RLSD	TOTAL F/C/C	LESS CREDIT	AMOUNT
					TOTAL	**0.00**	**0.00**	**0.00**

DISTRIBUTION FOR JAIL FINES COLLECTED
FOR THE MONTH OF: December-2008

SUMMARY OF COLLECTIONS PAYABLE TO THE COUNTY TREASURER

Name of Fine, Fee, Court Cost	Statute Reference	GL Acct No.	Amt. Collected
FINES:			
County Fines (Local Fine)	LGC 113.004, PC 12.23	1200-351-10-280-000-0-000	$ 4,027.75
No Safety Belt 50% Fine (State Fine)	TRC 545.412, 545.413	1100-207-20-000-028-0-000	50.00
LOCAL COURT COSTS AND FEES:			
Courthouse Security Adm. Fee($3)	C.C.P. Art. 102.017 (b)	1241-341-10-280-001-0-000	111.77
Courthouse Security Fund JP ($1)- JP SAENZ	C.C.P. Art. 102.017	1245-341-10-061-000-0-000	5.51
Courthouse Security Fund JP ($1)- JP MORALES		1245-341-10-062-000-0-000	-
Courthouse Security Fund JP ($1)- JP CONTRERAS		1245-341-10-063-000-0-000	4.36
Courthouse Security Fund JP ($1)- JP TREVINO		1245-341-10-064-000-0-000	1.00
Courthouse Security Fund JP ($1)- JP GARZA		1245-341-10-065-000-0-000	2.73
Courthouse Security Fund JP ($1)- JP OCHOA		1245-341-10-066-000-0-000	2.40
Courthouse Security Fund JP ($1)- JP ESPINOZA		1245-341-10-067-000-0-000	2.34
Courthouse Security Fund JP ($1)- JP PALACIOS		1245-341-10-068-000-0-000	9.71
Courthouse Security Fund JP ($1)- JP JACKSON		1245-341-10-069-000-0-000	-
Justice Court Technology Fund ($4) -JP SAENZ	C.C.P. Art. 102.0173	1242-341-10-060-000-0-000	30.05
Justice Court Technology Fund ($4) -JP MORALES		1242-341-10-060-000-0-000	12.00
Justice Court Technology Fund ($4) -JP CONTRERAS		1242-341-10-060-000-0-000	17.44
Justice Court Technology Fund ($4) -JP TREVINO		1242-341-10-060-000-0-000	4.00
Justice Court Technology Fund ($4) -JP GARZA		1242-341-10-060-000-0-000	18.90
Justice Court Technology Fund ($4) -JP OCHOA		1242-341-10-060-000-0-000	9.59
Justice Court Technology Fund ($4) -JP ESPINOZA		1242-341-10-060-000-0-000	14.22
Justice Court Technology Fund ($4) -JP PALACIOS		1242-341-10-060-000-0-000	38.84
Justice Court Technology Fund ($4) -JP JACKSON		1242-341-10-060-000-0-000	-
Time Payment - @40% OF $25.00 ($10.00)	Govt. Code Sec. 51.921 (e)	1100-341-10-060-001-0-000	-
Time Payment - @ 10% of $25.00 ($2.50)	Govt. Code Sec. 51.921 (d)	1100-341-10-060-002-0-000	-
Administrative Local Transaction Fee ($2)	C.C.P. Art. 45.051	1100-341-10-060-003-0-000	74.53
Support of Judiciary Fund ($.60)	LGC 133.105	1100-341-10-060-009-0-000	18.18
Traffic Fee ($3)- JP SAENZ	T.R.C. 542.403	1100-341-10-061-000-0-000	12.00
Traffic Fee ($3)- JP MORALES		1100-341-10-062-000-0-000	-
Traffic Fee ($3)- JP CONTRERAS		1100-341-10-063-000-0-000	3.00
Traffic Fee ($3)- JP TREVINO		1100-341-10-064-000-0-000	-
Traffic Fee ($3)- JP GARZA		1100-341-10-065-000-0-000	11.18
Traffic Fee ($3)- JP OCHOA		1100-341-10-066-000-0-000	-
Traffic Fee ($3)- JP ESPINOZA		1100-341-10-067-000-0-000	4.66
Traffic Fee ($3)- JP PALACIOS		1100-341-10-068-000-0-000	9.00
Traffic Fee ($3)- JP JACKSON		1100-341-10-069-000-0-000	-
Child Safety ($20)	C.C.P. Art. 102.014	1100-341-10-060-011-0-000	40.00
STATE COURT COSTS AND FEES:			
Criminal Justice Planning Fund C.C.P. ($5)	C.C.P. Art. 102.051	1100-207-20-000-003-0-000	-
State General Revenue Fund ($2.50)	C.C.P. Art. 102.015	1100-207-20-000-010-0-000	-
Law Enforcement Education Fund (____$1,____$1.50,____$3.50)	Govt. Code Sec. 415.082	1100-207-20-000-011-0-000	-
Time Payment - @50% OF $25.00 ($12.50)	Govt Code Sec. 51.921 (a)&(c)	1100-207-20-000-005-0-000	-
Juvenile Crime and Delinquency Fund (____$.25, ____$.50)	C.C.P. Art. 102.075(m)	1100-207-20-000-007-0-000	1.75
Comprehensive Rehabilitation Fund ($5)	C.C.P. Art. 102.082	1100-207-20-000-008-0-000	-
Fugitive Apprehension Fund ($5)	C.C.P. Art. 102.019 (a) 2	1100-207-20-000-009-0-000	20.00
Consolidated Court Costs Fund ($17)	C.C.P. Art. 102.075 (a) 3	1100-207-20-000-015-0-000	1,398.43
Compensation Victims Of Crime Fund (____$3, ____$5, ____$15, ____$35)	C.C.P. Art. 56.55 (2) & (3)	1100-207-20-000-017-0-000	60.00
Judicial & Court Personnel Training Fund (____$1, ____$2)	Govt. Code Sec. 56.001 (b)	1100-207-20-000-027-0-000	7.00
Correctional Managment Institute of Texas Fund ($.50)	CCP Art. 102.075	1100-207-20-000-029-0-000	1.50
Indigent legal Services Fee-JP ($2)	Govt. Code Sec. 51.941 (a)	1100-207-20-000-004-0-000	
Indigent Defense Representation Fund ($2)	LGC 113.107 / GC 102.023	1100-207-20-000-059-0-000	38.14
State Traffic Fee- Subtitle C ($30)	TRC Sec 542.4031	1100-207-20-000-035-0-000	338.43
Jury Service Fee ($4)	C.C.P Art. 102.0045	1100-207-20-000-053-0-000	121.04
Support of Judiciary Fund ($3.40)	LGC 133.105	1100-207-20-000-054-0-000	141.03
Defensive Driving Record Fee ($10)	C.C.P Art. 45-0511 (c-1)	1100-207-20-000-057-0-000	
ARREST /WARRANT FEES: STATE	C.C.P. Art. 102.011		
D.P.S. (_____$3,_____$5,_____$35, _____$50)		1100-207-20-000-019-0-000	107.74
T.A.B.C. (_____$3,_____$5,_____$35, _____$50)		1100-207-20-000-020-0-000	-
P.K.W.L. (_____$3,_____$5,_____$35, _____$50)		1100-207-20-000-021-0-000	-
ARREST /WARRANT/SERVICE FEES: COUNTY	LGC 118.131		
Sheriff Fees:		1100-342-10-060-001-0-000	1,208.02
Constable Fees:			
Precinct #1		1100-342-10-291-000-0-000	-
Precinct #2		1100-342-10-292-000-0-000	-
Precinct #3		1100-342-10-293-000-0-000	50.00
Precinct #4		1100-342-10-294-000-0-000	250.00
Precinct #5		1100-342-10-295-000-0-000	-
School Arrest Fee		1100-342-10-060-003-0-000	23.54
District Attorney Fees		1100-341-10-060-007-0-000	-
Tax Assessor Fraud Investigators		1100-342-10-060-002-0-000	-
Due to Others			
DTO-JP2.1 Refund-Overpayment		1100-202-00-000-009-0-000	-
		TOTAL AMT REMITTED TO THE CO. TREASURER:	$ 8,302.00

PREPARED BY: YVONNE TORRES
REVIEWED BY: _____
APPROVED BY: _____

RECEIVED 01/15/09

HIDALGO COUNTY SHERIFF'S OFFICE
REPORT OF FINE AND COURT COSTS COLLECTED BY SHERIFF FOR JUSTICE OF THE PEACE COURT CASES THAT SERVED SENTENCE AND/OR PAID FINE FOR THE MONTH OF DECEMBER 2008

HE FOLLOWING SERVED AND / OR PAID FINE AND COURT COSTS T HIDALGO COUNTY JAIL

P 1-1 GILBERT SAENZ

ECEIPT	NAME	CASE #	DATE COMM	DAYS SERVED	DATE RLSD	TOTAL F/C/C	LESS CREDIT	AMOUNT
3867-D	GARCIA, ARNULFO	T06-0082 GS	12/7/2008	0	12/9/2008	337.00	0.00	337.00
3868-D	GARCIA, ARNULFO	T06-3209 GS	12/7/2008	0	12/9/2008	246.00	0.00	246.00
3869-D	GARCIA, ARNULFO	T06-3218 GS	12/7/2008	0	12/9/2008	274.00	0.00	274.00
4013-D	MARTINEZ, JAVIER	M08-1002 GS	12/13/2008	1	12/13/2008	300.00	100.00	200.00
4137-D	RODRIGUEZ, ALICIA	T02-17096 GS	12/15/2008	1	12/18/2008	260.00	100.00	160.00
4174-D	TAMEZ, JR., FRANCISCO	T08-4191 GS	12/16/2008	2	12/19/2008	258.00	200.00	58.00
4235-D	MENDOZA, ARMANDO	T99-3952 GS	12/22/2008	0	12/23/2008	150.00	0.00	150.00
4267-D	CAMPOS, ESEQUIEL	M08-1111 GS	12/24/2009	1	12/24/2009	300.00	100.00	200.00
4268-D	BOTELLO, ISRAEL	M08-1109 GS	12/24/2009	1	12/24/2009	200.00	100.00	100.00
					TOTAL	2,325.00	600.00 (1)	1,725.00

P 1-2 JESUS E. MORALES

ECEIPT	NAME	CASE #	DATE COMM	DAYS SERVED	DATE RLSD	TOTAL F/C/C	LESS CREDIT	AMOUNT
3866-D	GARCIA, ARNULFO	T04-4428 J12	12/7/2008	0	12/9/2008	279.00	0.00	279.00
4138-D	RODRIGUEZ, ALICIA	T04-0027 J12	12/15/2008	0	12/18/2008	170.00	0.00	170.00
4139-D	RODRIGUEZ, ALICIA	T04-0026 J12	12/15/2008	0	12/18/2008	170.00	0.00	170.00
					TOTAL	619.00	0.00 (1)	619.00

P 2-1 BOBBY CONTRERAS

ECEIPT	NAME	CASE #	DATE COMM	DAYS SERVED	DATE RLSD	TOTAL F/C/C	LESS CREDIT	AMOUNT
4044-D	MARVIN, RICHARD	CR-7399-08-21	12/14/2008	0	12/15/2008	500.00	0.00	500.00
4061-D	GONZALEZ, PATRICIO	CR-7400-08-21	12/15/2008	2	12/16/2008	300.00	200.00	100.00
4191-D	OCHOA, MIGUEL	CR-7438-08-21	12/19/2008	2	12/20/2008	500.00	200.00	300.00
4270-D	MARTINEZ, VICENTE	CR-1294-08-21	12/22/2009	3	12/24/2009	342.00	300.00	42.00
4272-D	MARTINEZ, VICENTE	CR-1293-08-21	12/22/2009	0	12/24/2009	251.00	0.00	251.00
					TOTAL	1,893.00	700.00 (1)	1,193.00

December Collections.
(1) = 8302.00

HIDALGO COUNTY SHERIFF'S OFFICE
REPORT OF FINE AND COURT COSTS COLLECTED BY SHERIFF FOR JUSTICE OF THE PEACE COURT CASES THAT SERVED SENTENCE AND/OR PAID FINE
FOR THE MONTH OF DECEMBER 2008

P 2-2 ROSA TREVINO

ECEIPT	NAME	CASE #	DATE COMM	DAYS SERVEI	DATE RLSD	TOTAL F/C/C	LESS CREDIT	AMOUNT
3850-D	ZARAGOZA, SERGIO	CR7527-08-2	12/7/2008	0	12/9/2008	133.00	0.00	133.00
					TOTAL	**133.00**	**0.00**	**133.00**

P 3-1 LUIS GARZA

ECEIPT	NAME	CASE #	DATE COMM	DAYS SERVEI	DATE RLSD	TOTAL F/C/C	LESS CREDIT	AMOUNT
3702-D	ELIZONDO, JUAN	CR-7777-07-31	12/2/2008	1	12/2/2008	206.00	100.00	106.00
4238-D	GONZALEZ, YAMEL	CR-2285-07-31	12/22/2008	2	12/23/2008	313.00	200.00	113.00
4239-D	GONZALEZ, YAMEL	CR-8375-07-31	12/22/2008	0	12/23/2008	206.00	0.00	206.00
4240-D	GONZALEZ, YAMEL	CR-6138-05-31	12/22/2008	0	12/23/2008	243.00	0.00	243.00
4241-D	GONZALEZ, YAMEL	CR-6109-05-31	12/22/2008	0	12/23/2008	233.00	0.00	233.00
					TOTAL	**1,201.00**	**300.00**	**901.00**

P 3-2 ISMAEL OCHOA

ECEIPT	NAME	CASE #	DATE COMM	DAYS SERVEI	DATE RLSD	TOTAL F/C/C	LESS CREDIT	AMOUNT
4773-D	MUNOZ, JESUS	CR08-1416 MO	12/2/2008	3	12/4/2008	432.00	300.00	132.00
4179-D	SALINAS, JOSE ALFREDO	T08-1117 MO	12/15/2008	0	12/19/2008	249.00	0.00	249.00
4259-D	CHARLES, JOSE	T06-3634 MO	12/5/2009	2	12/24/2009	245.00	200.00	45.00
					TOTAL	**926.00**	**500.00**	**426.00**

HIDALGO COUNTY SHERIFF'S OFFICE
REPORT OF FINE AND COURT COSTS COLLECTED BY SHERIFF FOR JUSTICE OF THE PEACE COURT CASES THAT SERVED SENTENCE AND/OR PAID FINE
FOR THE MONTH OF DECEMBER 2008

P 4-1 CHARLIE ESPINOSA

RECEIPT	NAME	CASE #	DATE COMM	DAYS SERVED	DATE RLSD	TOTAL F/C/C	LESS CREDIT	AMOUNT
3753-D	MARTINEZ, LEOPOLDO	E08-12-85	12/3/2008	1	12/3/2008	200.00	100.00	100.00
3818-D	LOPEZ, JOSE LUIS	E05-12-562	12/3/2008	0	12/6/2008	253.00	0.00	253.00
3946-D	LUGO, GEORGINA	E06-12-418	12/8/2008	0	12/12/2008	196.00	0.00	196.00
4043-D	MARVIN, RICHARD	E06-08-323	12/14/2008	2	12/15/2008	281.00	200.00	81.00
					TOTAL	**930.00**	**300.00**	**630.00**

P 4-2 MARY ALICE PALACIOS

RECEIPT	NAME	CASE #	DATE COMM	DAYS SERVED	DATE RLSD	TOTAL F/C/C	LESS CREDIT	AMOUNT
3751-D	GARZA, LEROY	JP08-08-159	12/2/2008	2	12/3/2008	283.00	200.00	83.00
3752-D	GARZA, LEROY	JP08-08-158	12/2/2008	0	12/3/2008	303.00	0.00	303.00
3800-D	CANALES, JEREMY	JP08-03-041	12/3/2008	3	12/5/2008	420.00	300.00	120.00
4109-D	GARCIA, DAVID	JP08-07-742	12/12/2008	0	12/17/2008	533.00	0.00	533.00
4110-D	GARCIA, DAVID	JP08-05-355	12/12/2008	0	12/17/2008	280.00	0.00	280.00
4112-D	GARCIA, DAVID	JP05-05-354	12/12/2008	0	12/17/2008	283.00	0.00	283.00
4132-D	GONZALEZ, FIDENCIO	JP08-02-729	12/17/2008	2	12/18/2008	392.00	200.00	192.00
4178-D	SALINAS, JOSE ALFREDO	JP08-06-626	12/15/2008	1	12/19/2008	345.00	100.00	245.00
4197-D	SUASTE, HECTOR	JP07-02-323	12/14/2008	1	12/20/2008	416.00	100.00	316.00
4298-D	MATA, DAMIAN	JP08-09-462	12/15/2009	1	12/27/2009	420.00	100.00	320.00
					TOTAL	**3,675.00**	**1,000.00**	**2,675.00**

P 5-1 ESPIRIDION "SPEEDY" JACKSON

RECEIPT	NAME	CASE #	DATE COMM	DAYS SERVED	DATE RLSD	TOTAL F/C/C	LESS CREDIT	AMOUNT
					TOTAL	**0.00**	**0.00**	**0.00**

HIDALGO COUNTY SHERIFF'S OFFICE
REPORT OF FINE AND COURT COSTS COLLECTED BY SHERIFF FOR JUSTICE OF THE PEACE COURT CASES THAT SERVED SENTENCE AND/OR PAID FINE
FOR THE MONTH OF DECEMBER 2008

THE FOLLOWING DEFENDANTS SERVED FINE AND COURT COSTS AT T HIDALGO COUNTY JAIL

P 1-1 GILBERT SAENZ

ECEIPT	NAME	CASE #	DATE COMM	DAYS SERVEI	DATE RLSD	TOTAL F/C/C	LESS CREDIT	AMOUNT
3729-D	PEQUENO, JR., RUBEN	T01-12430 GS	11/13/2008	4	12/3/2008	373.00	373.00	0.00
3730-D	PEQUENO, JR., RUBEN	T01-12431 GS	11/13/2008	4	12/3/2008	372.25	372.25	0.00
3735-D	MORALES, NARCISO	T99-3714 GS	10/25/2008	2	12/3/2008	150.00	150.00	0.00
3736-D	MORALES, NARCISO	T00-8212 GS	10/25/2008	2	12/3/2008	150.00	150.00	0.00
3852-D	GARCIA, ARNULFO	T06-0081 GS	12/7/2008	2	12/9/2008	195.00	195.00	0.00
3887-D	SALAZAR, JULI	CR08-0837 GS	12/5/2008	5	12/9/2008	500.00	500.00	0.00
3949-D	CABRERA, JR., ANDREW	T02-14947 GS	12/9/2008	2	12/12/2008	182.00	182.00	0.00
4009-D	VILLARREAL, JOSEPH MARTIN	CR07-0006 GS	12/10/2008	4	12/13/2008	388.00	388.00	0.00
4012-D	GONZALEZ, JUAN	M08-1004 GS	12/12/2008	2	12/13/2008	200.00	200.00	0.00
4017-D	NAVA, ABRAHAM	M08-1001 GS	12/12/2008	3	12/14/2008	300.00	300.00	0.00
4021-D	HERNANDEZ, RAMIRO	M08-1014 GS	12/13/2008	2	12/14/2008	200.00	200.00	0.00
4023-D	TREVINO, JR., JUAN JOSE	CR07-0761 GS	11/20/2008	2	12/15/2008	163.00	163.00	0.00
4024-D	TREVINO, JR., JUAN JOSE	T07-1166 GS	11/20/2008	3	12/15/2008	254.00	254.00	0.00
4025-D	TREVINO, JR., JUAN JOSE	T07-1168 GS	11/20/2008	4	12/15/2008	363.00	363.00	0.00
4026-D	TREVINO, JR., JUAN JOSE	T07-1712 GS	11/20/2008	3	12/15/2008	257.00	257.00	0.00
4027-D	TREVINO, JR., JUAN JOSE	T07-1713 GS	11/20/2008	3	12/15/2008	254.00	254.00	0.00
4028-D	TREVINO, JR., JUAN JOSE	T07-5396 GS	11/20/2008	3	12/15/2008	290.00	290.00	0.00
4029-D	TREVINO, JR., JUAN JOSE	T07-5397 GS	11/20/2008	3	12/15/2008	254.00	254.00	0.00
4033-D	CASTILLO, FRANCISCO	M08-1034 GS	12/13/2008	3	12/15/2008	300.00	300.00	0.00
4034-D	PEREZ, TIFFANY SAMANTHA	M08-1020 GS	12/13/2008	2	12/15/2008	200.00	200.00	0.00
4035-D	GARCIA, RUBEN	M08-1019 GS	12/13/2008	2	12/15/2008	200.00	200.00	0.00
4036-D	CORDOVA, ADORAIN	M08-1025 GS	12/13/2008	2	12/15/2008	200.00	200.00	0.00
4039-D	ARAGUZ, RAYMUNDO	M08-1009 GS	12/13/2008	3	12/15/2008	300.00	300.00	0.00
4062-D	PALACIOS, EMILIO	CR08-034 GS	12/12/2008	5	12/16/2008	500.00	500.00	0.00
4064-D	ANAYA, JR., ALVARO	T05-1484 GS	12/9/2008	4	12/16/2008	304.00	304.00	0.00
4136-D	RODRIGUEZ, ALICIA	T02-17097 GS	12/15/2008	3	12/18/2008	270.00	270.00	0.00
4167-D	GOMEZ, MARIA	T06-3474 GS	12/16/2008	4	12/19/2008	317.00	317.00	0.00
4175-D	TAMEZ, JR., FRANCISCO	T07-0852 GS	12/16/2008	2	12/19/2008	182.00	182.00	0.00
4183-D	CAVAZOS, AURORA	T07-3433 GS	10/30/2008	4	12/20/2008	363.00	363.00	0.00
4185-D	MARTINEZ, JUAN	T02-17954 GS	11/17/2008	3	12/20/2008	270.00	270.00	0.00
4188-D	MARTINEZ, JUAN	T02-17955 GS	11/17/2008	3	12/20/2008	210.00	210.00	0.00
4193-D	CONTRERAS, MICHAEL	M08-1030 GS	12/14/2008	3	12/20/2008	300.00	300.00	0.00
4194-D	CONTRERAS, MICHAEL	M08-1028 GS	12/14/2008	2	12/20/2008	200.00	200.00	0.00
4195-D	CONTRERAS, MICHAEL	M08-1029 GS	12/14/2008	2	12/20/2008	200.00	200.00	0.00

HIDALGO COUNTY SHERIFF'S OFFICE
REPORT OF FINE AND COURT COSTS COLLECTED BY SHERIFF FOR JUSTICE OF THE PEACE COURT CASES THAT SERVED SENTENCE AND/OR PAID FINE
FOR THE MONTH OF DECEMBER 2008

CONTINUED JP G. SAENZ 1-1

4199-D	LUNA, ANDRES	M08-1055 GS	12/19/2008	2	12/20/2008	200.00	200.00	0.00
4207-D	HERNANDEZ, ELISEO	M08-1048 GS	12/20/2008	2	12/21/2008	200.00	200.00	0.00
4214-D	RAMIREZ, JOSE ALFREDO	M08-1064 GS	12/19/2008	2	12/22/2008	200.00	200.00	0.00
4215-D	HERNANDEZ, VICTOR	M08-1073 GS	12/21/2008	2	12/22/2008	200.00	200.00	0.00
4216-D	DE LA GARZA, JAVIER	M08-1067 GS	12/21/2008	2	12/22/2008	200.00	200.00	0.00
4222-D	CAZARES, JUAN	M08-1087 GS	12/21/2008	2	12/22/2008	200.00	200.00	0.00
4223-D	VERTIZ, CLEMENTE	M08-1085 GS	12/21/2008	2	12/22/2008	200.00	200.00	0.00
4233-D	GONZALEZ, RENE	M08-1052 GS	12/19/2008	5	12/23/2008	500.00	500.00	0.00
4234-D	MENDOZA, ARMANDO	T99-3953 GS	12/22/2008	2	12/23/2008	150.00	150.00	0.00
4273-D	HERNANDEZ, ROBERTO	M08-1108 GS	12/23/2008	2	12/25/2008	200.00	200.00	0.00
4282-D	BARRON, JOSE LUIS	M08-1061 GS	12/20/2008	2	12/26/2008	200.00	200.00	0.00
4283-D	BARRON, JOSE LUIS	M08-1062 GS	12/20/2008	2	12/26/2008	200.00	200.00	0.00
4289-D	GUERERO, CARLOS JESUS	M08-1146 GS	12/25/2008	2	12/26/2008	200.00	200.00	0.00
4290-D	ORTIZ, ESTHER	M08-1128 GS	12/25/2008	2	12/26/2008	200.00	200.00	0.00
4294-D	ZAMARRIPAM JOSE	M08-1112 GS	12/24/2008	2	12/27/2008	200.00	200.00	0.00
4317-D	MAGALLA, ROGELIO	M08-1149 GS	12/25/2008	5	12/29/2008	500.00	500.00	0.00
4359-D	ROSTRO, JOSE	M08-1116 GS	12/25/2008	3	12/30/2008	300.00	300.00	0.00
					TOTAL	**13,211.25**	**13,211.25**	**0.00**

P 1-2 JESUS E. MORALES

ECEIPT	NAME	CASE #	DATE COMM	DAYS SERVED	DATE RLSD	TOTAL F/C/C	LESS CREDIT	AMOUNT
3697-D	RODRIGUEZ, JOSE MARCIANO	T01-0201 J12	11/29/2008	2	12/2/2008	127.00	127.00	0.00
3823-D	REYES, ROGELIO	T06-3983 J12	12/2/2008	2	12/7/2008	179.00	179.00	0.00
3828-D	HERNANDEZ, GEORGE LEE	T03-2416 J12	12/4/2008	2	12/7/2008	150.00	150.00	0.00
3870-D	GONZALEZ, ARNULFO	T03-5024 J12	12/7/2008	2	12/9/2008	170.00	170.00	0.00
3948-D	CABRERA, JR., ANDREW	T07-0106 J12	12/9/2008	2	12/12/2008	197.00	197.00	0.00
4030-D	TREVINO, JR., JUAN JOSE	T06-5093 J12	11/20/2008	2	12/15/2008	196.00	196.00	0.00
4031-D	TREVINO, JR., JUAN JOSE	T06-5094 J12	11/20/2008	2	12/15/2008	179.00	179.00	0.00
4186-D	MARTINEZ, JUAN	T03-2829 J12	11/17/2008	2	12/20/2008	170.00	170.00	0.00
4187-D	MARTINEZ, JUAN	T03-2828 J12	11/17/2008	2	12/20/2008	157.00	157.00	0.00
4293-D	ZAMARRIPA, MARTIN	01-201 J12	12/24/2008	2	12/27/2008	155.00	155.00	0.00
					TOTAL	**1,680.00**	**1,680.00**	**0.00**

HIDALGO COUNTY SHERIFF'S OFFICE
REPORT OF FINE AND COURT COSTS COLLECTED BY SHERIFF FOR JUSTICE OF THE PEACE COURT CASES THAT SERVED SENTENCE AND/OR PAID FINE
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P 2-1 BOBBY CONTRERAS

RECEIPT	NAME	CASE #	DATE COMM	DAYS SERVED	DATE RLSD	TOTAL F/C/C	LESS CREDIT	AMOUNT
3783-D	MUNIZ, ELEUTERIO	CR-6602-08-21	11/16/2008	2	12/5/2008	133.00	133.00	0.00
3784-D	MUNIZ, ELEUTERIO	CR-6601-08-21	11/16/2008	3	12/5/2008	242.00	242.00	0.00
3785-D	MUNIZ, ELEUTERIO	CR-6600-08-21	11/16/2008	3	12/5/2008	203.00	203.00	0.00
4045-D	ESPINOZA, ROBERTO	CR-7387-08-21	12/14/2008	2	12/15/2008	133.00	133.00	0.00
4046-D	ROCHA, RAUL	CR-5764-06-21	11/30/2008	3	12/15/2008	296.00	296.00	0.00
4056-D	MARTINEZ, JOSE ALEJANDRO	CR-7395-08-21	12/14/2008	3	12/16/2008	300.00	300.00	0.00
4063-D	BARRON, JESUS	CR-7394-08-21	12/14/2008	3	12/16/2008	300.00	300.00	0.00
4114-D	HERNANDEZ, JOSE NIEVES	CR-7397-08-21	12/15/2008	3	12/17/2008	300.00	300.00	0.00
4115-D	MONTERO, EFRAIN	CR-7396-08-21	12/15/2008	3	12/17/2008	300.00	300.00	0.00
4164-D	GARZA, JESSICA	CR-5446-04-21	12/15/2008	3	12/19/2008	279.00	279.00	0.00
4165-D	GARZA, JESSICA	CR-5447-04-21	12/15/2008	2	12/19/2008	190.00	190.00	0.00
4172-D	RAMOS, MICHAEL **AKA ROSALES, MICHAEL**	CR-7393-08-21	12/15/2008	3	12/19/2008	242.00	242.00	0.00
4173-D	RAMOS, MICHAEL **AKA ROSALES, MICHAEL**	CR-7392-08-21	12/15/2008	2	12/19/2008	133.00	133.00	0.00
4189-D	MARTINEZ, JUAN	CR-6647-08-21	11/17/2008	5	12/20/2008	500.00	500.00	0.00
4236-D	MORA, RODOLFO	CR-1559-06-21	12/5/2008	3	12/23/2008	229.00	229.00	0.00
4237-D	MORA, RODOLFO	CR-1559-06-21A	12/5/2008	3	12/23/2008	246.00	246.00	0.00
4250-D	FUENTES, RAMON	CR-7428-08-21	12/17/2008	3	12/24/2008	203.00	203.00	0.00
4251-D	FUENTES, RAMON	CR-7429-08-21	12/17/2008	2	12/24/2008	133.00	133.00	0.00
4252-D	FUENTES, RAMON	CR-7430-08-21	12/17/2008	3	12/24/2008	242.00	242.00	0.00
4391-D	OLVERA, GUSTAVO	CR-5046-07-21	12/21/2008	3	12/31/2008	229.00	229.00	0.00
4392-D	OLVERA, GUSTAVO	CR-5047-07-21	12/21/2008	2	12/31/2008	196.00	196.00	0.00
4398-D	GARZA, JESSICA	CR-2964-06-21	12/30/2008	2	12/31/2008	196.00	196.00	0.00
					TOTAL	**5,225.00**	**5,225.00**	**0.00**

HIDALGO COUNTY SHERIFF'S OFFICE
REPORT OF FINE AND COURT COSTS COLLECTED BY SHERIFF FOR JUSTICE OF THE PEACE COURT CASES THAT SERVED SENTENCE AND/OR PAID FINE
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P 2-2 ROSA TREVINO

ECEIPT	NAME	CASE #	DATE COMM	DAYS SERVEI	DATE RLSD	TOTAL F/C/C	LESS CREDIT	AMOUNT
3728-D	PEQUENO, JR., RUBEN	CR2484-07-2	11/13/2008	4	12/3/2008	327.00	327.00	0.00
3769-D	LEAL, JASON	CR0904-07-2	12/1/2008	3	12/4/2008	273.00	273.00	0.00
3778-D	LUNA, LUIS	CR6090-04-2	11/30/2008	4	12/5/2008	330.00	330.00	0.00
3826-D	HERNANDEZ, JOSE MAXIMINO	CR7512-08-2	12/6/2008	2	12/7/2008	200.00	200.00	0.00
3844-D	ROMERO, ALISIA	CR7518-08-2	12/7/2008	2	12/8/2008	200.00	200.00	0.00
3851-D	ZARAGOZA, SERGIO	CR7528-08-2	12/7/2008	3	12/9/2008	242.00	242.00	0.00
3855-D	GARZA, JOSE	CR7521-08-2	12/7/2008	2	12/9/2008	200.00	200.00	0.00
3951-D	ZAMBRANO, CIRILO	CR7533-08-2	12/7/2008	5	12/12/2008	500.00	500.00	0.00
4000-D	CRUZ, JAIME	CR7576-08-2	12/10/2008	2	12/12/2008	200.00	200.00	0.00
4014-D	CALDERON, MIGUEL	CR7563-08-2	12/10/2008	5	12/13/2008	500.00	500.00	0.00
4016-D	MARTINEZ, GERARDO	CR7544-08-2	12/7/2008	5	12/14/2008	500.00	500.00	0.00
4037-D	TAPIA, HUMBERTO	CR7580-08-2	12/11/2008	5	12/15/2008	500.00	500.00	0.00
4082-D	CARRIZAL, IRMA	CR7536-08-2	12/7/2008	5	12/17/2008	500.00	500.00	0.00
4095-D	MONTES, FRANCISCO	CR2437-05-2	11/28/2008	4	12/17/2008	320.00	320.00	0.00
4096-D	MONTES, FRANCISCO	CR2438-05-2	11/28/2008	4	12/17/2008	379.00	379.00	0.00
4106-D	OCANAS, ALEXIS	CR7534-08-2	12/7/2008	5	12/17/2008	500.00	500.00	0.00
4107-D	OCANAS, ALEXIS	CR7535-08-2	12/7/2008	5	12/17/2008	500.00	500.00	0.00
4127-D	GARZA, ELOY	CR3940-04-2	12/14/2008	2	12/18/2008	187.00	187.00	0.00
4128-D	GARZA, ELOY	CR3941-04-2	12/14/2008	2	12/18/2008	190.00	190.00	0.00
4144-D	SOTO, JOSE ANTONIO	CR8452-07-2\	11/16/2008	3	12/19/2008	283.00	283.00	0.00
4145-D	SOTO, JOSE ANTONIO	CR8453-07-2	11/16/2008	4	12/19/2008	388.00	388.00	0.00
4146-D	SOTO, JOSE ANTONIO	CR8455-07-2	11/16/2008	3	12/19/2008	283.00	283.00	0.00
4161-D	GONZALEZ, ARNEL	CR2359-07-2	12/9/2008	4	12/19/2008	313.00	313.00	0.00
4201-D	GAONA, JOSE DAVID	CR2454-07-2	12/14/2008	4	12/21/2008	388.00	388.00	0.00
					TOTAL	**8,203.00**	**8,203.00**	**0.00**

HIDALGO COUNTY SHERIFF'S OFFICE
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P 3-1 LUIS GARZA

ECEIPT	NAME	CASE #	DATE COMM	DAYS SERVEI	DATE RLSD	TOTAL F/C/C	LESS CREDIT	AMOUNT
3683-D	ROSALES, XAVIER	CR-4839-06-31	11/25/2008	2	12/1/2008	196.00	196.00	0.00
3699-D	CORDOVA, ESTEVAN	CR-6472-06-31	8/1/2008	3	12/2/2008	246.00	246.00	0.00
3716-D	CASTILLO, RODOLFO	CR-5383-06-31	11/23/2008	2	12/3/2008	179.00	179.00	0.00
3717-D	CASTILLO, RODOLFO	CR-5382-06-31	11/23/2008	2	12/3/2008	196.00	196.00	0.00
3744-D	ACERRA, STEPHEN JOSEPH	CR-9061-07-31	10/23/2008	16	12/3/2008	0.00	0.00	0.00
3794-D	ESPINOZA, JESUS A	CR-10857-06-31	11/23/2008	3	12/5/2008	288.00	288.00	0.00
3812-D	FIGUEROA, ISAAC JAIME	CR-6456-06-31	11/20/2008	3	12/6/2008	246.00	246.00	0.00
3813-D	FIGUEROA, ISAAC JAIME	CR-8762-07-31	11/20/2008	3	12/6/2008	236.00	236.00	0.00
3814-D	FIGUEROA, ISAAC JAIME	CR-08-02554-J31	11/20/2008	3	12/6/2008	300.00	300.00	0.00
3846-D	VILLARREAL, DANIEL	CR-2444-06-31	11/30/2008	3	12/8/2008	245.00	245.00	0.00
3849-D	GARCIA, RAUL	CR-9719-04-31	12/6/2008	3	12/8/2008	236.00	236.00	0.00
3873-D	VELASQUEZ, ROSENDO	CR-6944-05-31	12/1/2008	3	12/9/2008	236.00	236.00	0.00
3984-D	GONZLAEZ, JESUS	ARR-977-08-31	9/15/2008	1	12/12/2008	100.00	100.00	0.00
4001-D	ULLOA, HERIBERTO AKA GARZA, EDUARDO	CR-3476-02-31	10/18/2008	3	12/12/2008	240.00	240.00	0.00
4002-D	ULLOA, HERIBERTO AKA GARZA, EDUARDO	CR-3475-02-31	10/18/2008	3	12/12/2008	207.00	207.00	0.00
4093-D	ALMAGUER, DAMASIO	CR-6455-02-31	8/7/2008	3	12/17/2008	236.00	236.00	0.00
4099-D	CAVAZOS, ARMANDO	CR-9286-05-31	11/25/2008	15	12/17/2008	0.00	0.00	0.00
4226-D	GARZA, JUAN ANTONIO	CR-2889-04-31	12/20/2008	2	12/22/2008	190.00	190.00	0.00
4248-D	GARZA, OSCAR	CR-1686-07-31	12/16/2008	3	12/23/2008	245.00	245.00	0.00
4249-D	GARZA, OSCAR	CR-1687-07-31	12/16/2008	5	12/23/2008	413.00	413.00	0.00
4262-D	ESPINOZA, ROBERTO	CR-4060-04-31	12/14/2008	3	12/24/2008	236.00	236.00	0.00
4263-D	ESPINOZA, ROBERTO	CR-4061-04-31	12/14/2008	3	12/24/2008	279.00	279.00	0.00
4334-D	ZUNIGA, CRESENCIO	CR-6454-07-31	12/1/2008	3	12/29/2008	245.00	245.00	0.00
4350-D	AYALA, III, ALFREDO	CR-2218-06-31	12/25/2008	3	12/29/2008	252.00	252.00	0.00
4396-D	GUTIERREZ, JOSE LUIS	CR08-3243-J31	12/29/2008	2	12/31/2008	183.00	183.00	0.00
					TOTAL	**5,430.00**	**5,430.00**	0.00

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P 3-2 ISMAEL OCHOA

ECEIPT	NAME	CASE #	DATE COMM	DAYS SERVEI	DATE RLSD	TOTAL F/C/C	LESS CREDIT	AMOUNT
3688-D	PEREZ, GILBERTO	CR06-1353 MO	11/19/2008	6	12/2/2008	563.00	563.00	0.00
3689-D	PEREZ, GILBERTO	T06-4747 MO	11/19/2008	5	12/2/2008	463.00	463.00	0.00
3690-D	PEREZ, GILBERTO	T06-4746 MO	11/19/2008	3	12/1/2008	245.00	245.00	0.00
3694-D	GOMEZ, MATEO	T06-3167 MO	11/28/2008	3	12/2/2008	245.00	245.00	0.00
3795-D	ESPINOZA, JESUS	T08-1632 MO	11/23/2008	5	12/5/2008	467.00	467.00	0.00
3796-D	ESPINOZA, JESUS	T0-1633 MO	11/23/2008	3	12/5/2008	256.00	256.00	0.00
3811-D	FIGUEROA, ISAAC JAIME	T07-4864 MO	11/20/2008	4	12/6/2008	314.00	314.00	0.00
3874-D	VELASQUEZ, JR., ROSENDO	T07-5329 MO	12/1/2008	3	12/9/2008	245.00	245.00	0.00
3903-D	SANCHEZ, JEAN CARLOS	T07-1269 MO	11/30/2008	3	12/10/2008	245.00	245.00	0.00
3904-D	SANCHEZ, JEAN CARLOS	T08-0432 MO	11/30/2008	3	12/10/2008	249.00	249.00	0.00
3905-D	SANCHEZ, JEAN CARLOS	T07-1270 MO	11/30/2008	3	12/10/2008	296.00	296.00	0.00
3952-D	VARGAS, GABRIEL	T05-3081 MO	12/7/2008	3	12/12/2008	240.00	240.00	0.00
3953-D	VARGAS, GABRIEL	T05-3080 MO	12/7/2008	2	12/12/2008	187.00	187.00	0.00
4162-D	GONZALEZ, ARNEL	CR06-0792 MO	12/9/2008	7	12/19/2008	613.00	613.00	0.00
4169-D	NAVARRO, JUAN CARLOS	T06-4469 MO	12/16/2008	3	12/19/2008	218.00	218.00	0.00
4177-D	SALINAS, JOSE ALFREDO	T08-1116 MO	12/15/2008	4	12/19/2008	356.00	356.00	0.00
4190-D	GARZA, III, FERNANDO	T06-5235 MO	12/16/2008	5	12/20/2008	488.00	488.00	0.00
4198-D	DIAZ, EVERT	T01-2418 MO	11/26/2008	2	12/20/2008	152.25	152.25	0.00
4219-D	TOVAR, ISIDRO	T06-2325 MO	12/18/2008	3	12/22/2008	245.00	245.00	0.00
4220-D	TOVAR, ISIDRO	T06-2326 MO	12/18/2008	2	12/22/2008	196.00	196.00	0.00
4255-D	CHARLES, JOSE	T06-3633 MO	12/5/2008	4	12/24/2008	348.00	348.00	0.00
4276-D	GONZALEZ, JORGE	T08-0116 MO	12/13/2008	3	12/26/2008	245.00	245.00	0.00
4277-D	GONZALEZ, JORGE	T08-0117 MO	12/13/2008	5	12/26/2008	463.00	463.00	0.00
4278-D	GONZALEZ, JORGE	T08-0118 MO	12/13/2008	3	12/26/2008	245.00	245.00	0.00
4279-D	GONZALEZ, JORGE	T08-0119 MO	12/13/2008	3	12/26/2008	212.00	212.00	0.00
4328-D	ZUNIGA, CRESENCIO	T07-1394 MO	12/1/2008	3	12/29/2008	252.00	252.00	0.00
4329-D	ZUNIGA, CRESENCIO	T07-1395 MO	12/1/2008	3	12/29/2008	245.00	245.00	0.00
4330-D	ZUNIGA, CRESENCIO	T07-1596 MO	12/1/2008	5	12/29/2008	463.00	463.00	0.00
4331-D	ZUNIGA, CRESENCIO	T07-1598 MO	12/1/2008	3	12/29/2008	245.00	245.00	0.00
4332-D	ZUNIGA, CRESENCIO	T01-2134 MO	12/1/2008	3	12/29/2008	255.75	255.75	0.00
4333-D	ZUNIGA, CRESENCIO	T01-2135 MO	12/1/2008	5	12/29/2008	474.25	474.25	0.00
4335-D	ZUNIGA, CRESENCIO	CR03-0327 MO	12/1/2008	4	12/29/2008	329.00	329.00	0.00
4340-D	GONZALEZ, FABIAN	T07--0486 MO	12/12/2008	2	12/29/2008	196.00	196.00	0.00
					TOTAL	**10,256.25**	**10,256.25**	**0.00**

HIDALGO COUNTY SHERIFF'S OFFICE
REPORT OF FINE AND COURT COSTS COLLECTED BY SHERIFF FOR JUSTICE OF THE PEACE COURT CASES THAT SERVED SENTENCE AND/OR PAID FINE
FOR THE MONTH OF DECEMBER 2008

P 4-1 CHARLIE ESPINOZA

RECEIPT	NAME	CASE #	DATE COMM	DAYS SERVED	DATE RLSD	TOTAL F/C/C	LESS CREDIT	AMOUNT
3678-D	CRUZ, JOHNNY RAMON	E08-12-20	12/1/2008	2	12/1/2008	200.00	200.00	0.00
3737-D	CORPUS, CARLOS ANTONIO	E06-10-172	11/15/2008	2	12/3/2008	196.00	196.00	0.00
3738-D	CORPUS, CARLOS ANTONIO	E06-10-173	11/15/2008	3	12/3/2008	254.00	254.00	0.00
3761-D	ARRIAGA, JOSE TERESO	E08-12-26	11/30/2008	5	12/4/2008	500.00	500.00	0.00
3817-D	LOPEZ, JOSE LUIS	E05-12-563	12/3/2008	4	12/6/2008	358.00	358.00	0.00
3821-D	MARTINEZ, MANUEL	E08-12-120	12/4/2008	2	12/6/2008	200.00	200.00	0.00
3822-D	REYES, ROGELIO	E08-12-91	12/2/2008	3	12/7/2008	288.00	288.00	0.00
3825-D	GARZA, JR., DANIEL	E08-12-101	12/3/2008	5	12/7/2008	500.00	500.00	0.00
3827-D	HERNANDEZ, GEORGE LEE	E08-12-121	12/4/2008	2	12/7/2008	200.00	200.00	0.00
3830-D	SOLIS, PEDRO ENRIQUE	E06-11-459	12/2/2008	3	12/7/2008	272.00	272.00	0.00
3831-D	SOLIS, PEDRO ENRIQUE	E06-11-460	12/2/2008	3	12/7/2008	254.00	254.00	0.00
3876-D	GONZALEZ, ALEXAS	E08-12-16	11/30/2008	2	12/9/2008	139.00	139.00	0.00
3877-D	GONZALEZ, ALEXAS	E08-12-17	11/30/2008	3	12/9/2008	239.00	239.00	0.00
3896-D	NUNCIO, JEREMIAH	E07-02-251	10/27/2008	4	12/10/2008	325.00	325.00	0.00
3899-D	NUNCIO, JEREMIAH	E07-02-252	10/27/2008	3	12/10/2008	254.00	254.00	0.00
3900-D	NUNCIO, JEREMIAH	E07-02-253	10/27/2008	4	12/10/2008	363.00	363.00	0.00
3902-D	SANCHEZ, JEAN CARLOS	E08-12-22	11/30/2008	2	12/10/2008	200.00	200.00	0.00
3907-D	TANGUMA, RAY ANTHONY	E06-10-941	12/4/2008	4	12/10/2008	325.00	325.00	0.00
3908-D	TANGUMA, RAY ANTHONY	E06-10-942	12/4/2008	3	12/10/2008	254.00	254.00	0.00
3912-D	CAMPOS, JR., PABLO	E05-12-528	6/13/2008	3	12/10/2008	246.00	246.00	0.00
4011-D	LEAL, EMILIO CHARLES	E06-06-1364	11/13/2008	3	12/13/2008	254.00	254.00	0.00
4015-D	MARTINEZ, GERARDO	E04-01-586	12/7/2008	3	12/14/2008	245.00	245.00	0.00
4103-D	GARCIA, MARY	E01-03-536	12/16/2008	2	12/17/2008	190.25	190.25	0.00
4140-D	VALENCIA, DEMIAN	E06-05-1376	12/16/2008	2	12/18/2008	196.00	196.00	0.00
4147-D	SOTO, JOSE ANTONIO	E06-06-1178	11/16/2008	3	12/19/2008	246.00	246.00	0.00
4148-D	SOTO, JOSE ANTONIO	E06-06-1186	11/16/2008	2	12/19/2008	196.00	196.00	0.00
4149-D	SOTO, JOSE ANTONIO	E06-06-1187	11/16/2008	3	12/19/2008	254.00	254.00	0.00
4182-D	SANCHEZ, RAUL	E02-10-28	12/16/2008	4	12/20/2008	304.00	304.00	0.00
4225-D	HERNANDEZ, RANDY	E06-11-669	12/19/2008	3	12/22/2008	290.00	290.00	0.00
					TOTAL	**7,742.25**	**7,742.25**	**0.00**

HIDALGO COUNTY SHERIFF'S OFFICE
REPORT OF FINE AND COURT COSTS COLLECTED BY SHERIFF FOR JUSTICE OF THE PEACE COURT CASES THAT SERVED SENTENCE AND/OR PAID FINE
FOR THE MONTH OF DECEMBER 2008

P 4-2 MARY ALICE PALACIOS

ECEIPT	NAME	CASE #	DATE COMM	DAYS SERVED	DATE RLSD	TOTAL F/C/C	LESS CREDIT	AMOUNT
670-D	SALAZAR, JOSHUA	JP08-07-1021	11/25/2008	6	12/1/2008	528.00	528.00	0.00
681-D	ALEJANDRO, RAFAEL	JP06-04-451	11/14/2008	6	12/1/2008	583.00	583.00	0.00
692-D	AGUIRRE, JOSHUA ROY	JP06-09-396	11/13/2008	4	12/2/2008	349.00	349.00	0.00
693	AGUIRRE, JOSHUA ROY	JP06-09-397	11/13/2008	4	12/2/2008	349.00	349.00	0.00
700-D	CORTINA, RUBEN	JP07-07-397	11/13/2008	4	12/2/2008	349.00	349.00	0.00
701-D	CORTINA, RUBEN	JP07-07-396	11/13/2008	4	12/2/2008	349.00	349.00	0.00
749-D	ROMERO, EDGAR AKA OLMEDO, EDGAR	JP08-11-308	11/9/2008	3	12/3/2008	300.00	300.00	0.00
754-D	ORTIZ, RUDY	JP06-03-962	11/26/2008	3	12/3/2008	299.00	299.00	0.00
755-D	ORTIZ, RUDY	JP06-03-961	11/26/2008	3	12/3/2008	279.00	279.00	0.00
771-D	RODRIGUEZ, GLORIA D.	JP02-07-734	11/30/2008	4	12/4/2008	379.00	379.00	0.00
815-D	FIGUEROA, ISAAC JAIME	JP07-10-595	11/20/2008	4	12/6/2008	301.00	301.00	0.00
835-D	TAIE, JR., STEVEN LUIS	JP08-01-1125	11/9/2008	4	12/8/2008	327.00	327.00	0.00
836-D	DE LA PENA, ISMAEL	JP06-06-667	12/2/2008	4	12/8/2008	303.00	303.00	0.00
837-D	DE LA PENA, ISMAEL	JP06-06-668	12/2/2008	3	12/8/2008	279.00	279.00	0.00
847-D	VILLARREAL, DANIEL	JP02-08-152	11/30/2008	4	12/8/2008	379.00	379.00	0.00
848-D	VILLARREAL, DANIEL	JP02-08-153	11/30/2008	2	12/8/2008	157.00	157.00	0.00
859-D	CASTILLO, IVAN FERNANDO	JP07-11-215	11/10/2008	6	12/9/2008	533.00	533.00	0.00
860-D	CASTILLO, IVAN FERNANDO	JP07-11-214	11/10/2008	5	12/9/2008	416.00	416.00	0.00
861-D	CASTILLO, IVAN FERNANDO	JP07-11-213	11/10/2008	6	12/9/2008	533.00	533.00	0.00
862-D	CASTILLO, IVAN FERNANDO	JP07-11-216	11/10/2008	6	12/9/2008	533.00	533.00	0.00
863-D	CASTILLO, IVAN FERNANDO	JP06-04-885	11/10/2008	3	12/9/2008	299.00	299.00	0.00
864-D	CASTILLO, IVAN FERNANDO	JP06-04-884	11/10/2008	3	12/9/2008	279.00	279.00	0.00
871-D	RAMIREZ, CARLOS JULIO	JP07-06-488	11/27/2008	4	12/9/2008	329.00	329.00	0.00
872-D	RAMIREZ, CARLOS JULIO	JP07-06-489	11/27/2008	5	12/9/2008	438.00	438.00	0.00
875-D	PALACIOS, GEORGE G.	JP07-05-872	12/5/2008	3	12/9/2008	297.00	297.00	0.00
883-D	LARA, CESAR	JP07-11-673	12/4/2008	6	12/9/2008	533.00	533.00	0.00
897-D	NUNCIO, JEREMIAH	JP06-10-541	10/27/2008	3	12/10/2008	213.00	213.00	0.00
898-D	NUNCIO, JEREMIAH	JP06-10-542	10/27/2008	3	12/10/2008	249.00	249.00	0.00
913-D	GAMEZ, JOSE ALBERTO	JP08-10-045	10/14/2008	8	12/10/2008	775.00	775.00	0.00
928-D	CRUZ, ELIA	JP08-07-704	10/30/2008	5	12/11/2008	407.00	407.00	0.00
929-D	CRUZ, ELIA	JP08-07-705	10/30/2008	5	12/11/2008	407.00	407.00	0.00
930-D	CRUZ, ELIA	JP08-07-706	10/30/2008	5	12/11/2008	407.00	407.00	0.00
931-D	CRUZ, ELIA	JP08-07-707	10/30/2008	5	12/11/2008	407.00	407.00	0.00
932-D	CRUZ, ELIA	JP08-07-708	10/30/2008	5	12/11/2008	407.00	407.00	0.00
933-D	CRUZ, ELIA	JP08-07-709	10/30/2008	5	12/11/2008	416.00	416.00	0.00
934-D	CRUZ, ELIA	JP08-07-710	10/30/2008	5	12/11/2008	416.00	416.00	0.00
935-D	CRUZ, ELIA	JP08-07-711	10/30/2009	6	12/11/2008	533.00	533.00	0.00

HIDALGO COUNTY SHERIFF'S OFFICE
REPORT OF FINE AND COURT COSTS COLLECTED BY SHERIFF FOR JUSTICE OF THE PEACE COURT CASES THAT SERVED SENTENCE AND/OR PAID FINE
FOR THE MONTH OF DECEMBER 2008

CONTINUED JP PALACIOS 4-2

4352-D	GUERRA, BENJAMIN	JP08-12-907	12/27/2008	1	12/30/2008	100.00	100.00	0.00
4353-D	ALVARADO, MARTIN	JP08-12-905	12/28/2008	2	12/20/2008	200.00	200.00	0.00
4354-D	ROJAS, ROSENDO	JP08-12-911	12/28/2008	2	12/30/2008	200.00	200.00	0.00
4355-D	HERNANDEZ, ARTURO	JP08-12-912	12/27/2008	2	12/30/2008	200.00	200.00	0.00
4356-D	AMADOR, ROBERT DANIEL	JP08-12-906	12/28/2008	2	12/30/2008	200.00	200.00	0.00
4357-D	SALAZAR, YADIRA	JP08-12-904	12/28/2008	2	12/30/2008	200.00	200.00	0.00
4389-D	OLVERA, GUSTAVO	JP07-03-469	12/21/2008	2	12/31/2008	195.00	195.00	0.00
4390-D	OLVERA, GUSTAVO	JP07-03-470	12/21/2008	3	12/31/2008	279.00	279.00	0.00
4393-D	MARTINEZ, ALBERTO	JP08-12-874	12/27/2008	2	12/31/2008	200.00	200.00	0.00
4394-D	MARTINEZ, ALBERTO	JP08-12-875	12/27/2008	2	12/31/2008	200.00	200.00	0.00
4399-D	GONZALEZ, SR. RAMON	JP08-12-950	12/30/2008	1	12/31/2008	100.00	100.00	0.00
					TOTAL	31,451.00	31,451.00	0.00

P 5-1 ESPIRIDION "SPEEDY" JACKSON

ECEIPT	NAME	CASE #	DATE COMM	DAYS SERVED	DATE RLSD	TOTAL F/C/C	LESS CREDIT	AMOUNT
3742-D	CONTRERAS, GERARDO	01-61632-TR	10/8/2008	2	12/3/2008	155.25	155.25	0.00
3743-D	CONTRERAS, GERARDO	01-61631-TR	10/8/2008	2	12/3/2008	155.25	155.25	0.00
4047-D	ROCHA, MAURICIO	01-61127-TR	12/8/2008	2	12/15/2008	165.00	165.00	0.00
4048-D	ROCHA, MAURICIO	01-61128-TR	12/8/2008	2	12/15/2008	153.25	153.25	0.00
4224-D	AGUILAR, ANDRES	00-57213-TR	12/19/2008	2	12/22/2008	162.25	162.25	0.00
4360-D	FERRERA, OSCAR	FTA-447-J51-07	12/23/2008	3	12/30/2008	294.25	294.25	0.00
4361-D	FERRERA, OSCAR	00-57349-TR	12/23/2008	2	12/30/2008	180.25	180.25	0.00
4388-D	GARCIA, ELOY	06-86218-TR	12/27/2008	2	12/31/2008	173.00	173.00	0.00
4395-D	GONZALEZ, LUSIO	99-49968-TR	12/26/2008	2	12/31/2008	143.25	143.25	0.00
					TOTAL	1,581.75	1,581.75	0.00

THER AGENCY

ECEIPT	NAME	CASE #	DATE COMM	DAYS SERVEI	DATE RLSD	TOTAL F/C/C	LESS CREDIT	AMOUNT
					TOTAL	0.00	0.00	0.00

Prepared By: Julio E. JE
Date: 01/21/09

Hidalgo County Tax Office
Collections Summary
For the Month Ended December 31, 2008

Hidalgo County Tax Collections	$	45,066,114.41	X-2
Administrative Fees Collected		2,581.50	X-2
Road District # 2 Collections		-	X-3
Road District # 5 Collections		189.58	X-4
Road District # 7 Collections		-	X-5
Road District # 11 Collections		-	X-6
Road District # 12 Collections		-	X-7
Road District # 14 Collections		-	X-8
Road District # 15 Collections		40.09	X-9
State District		-	X-10
Total Collections	$	45,068,925.58	

X15

RECEIVED
JAN 16 2009
HIDALGO COUNTY AUDITOR'S OFFICE

ARMANDO BARRERA JR., ASSESSOR & COLLECTOR
HIDALGO COUNTY TAXES COLLECTED
DECEMBER 2008

COMPARATIVE RATE OF COLLECTIONS

HIDALGO COUNTY	ORIGINAL TAX LEVY	COLLECTED TO DATE	DROPPED YRS AFTER PURGE	MODIF. TO DATE	TAXES OUTSTANDING	PERCENT 2008/2009	COLLECTED 2007/2008
2008 TAX ROLL	154,988,101.14	52,000,191.40	0.00	5,329,632.40	108,317,542.14	32.44%	31.43%
2007 & PRIOR YRS	33,599,972.76	6,845,498.36	0.00	(247,176.59)	26,507,297.81	20.52%	21.66%
ROLLBACK	188,010.79	177,558.53	0.00	229,763.61	240,215.87	42.50%	39.26%
TOTALS	188,776,084.69	59,023,248.29	0.00	5,312,219.42	135,065,055.82		
2007 TAX ROLL	141,315,869.12	136,346,506.12	0.00	3,986,773.84	8,956,136.84	93.84%	

BREAKDOWN OF TAX COLLECTIONS AND FEES FOR THE MONTH OF DECEMBER 2008

			MONTHLY MODIFICATIONS
CURRENT YEAR-BASE TAX	43,703,412.23	07 roll 534,690.09	2,580,610.96 CURRENT
CURRENT YEAR-P&I	0.00	06 & pr 346,280.71	
CURRENT SPECIAL INVENTORY (BASE)	0.00		
PRIOR YEARS-BASE TAX	880,970.80	07 P&I 117,808.25	141,591.43 PRIOR
PRIOR YEARS-P&I	299,655.45	06 & pr P&I 181,847.20	
ROLLBACK BASE	11,308.32		41,870.83 (RB)
ROLLBACK P&I	0.00		07 roll 126,917.94
ATTORNEY FEES	170,767.61		06 & pr 14,673.49
TAX CERTIFICATE FEES	0.00	910.00	
SERVICE CHG FEES	0.00	780.00	
MISC FEES	0.00	891.50	
TOTAL COLLECTIONS	45,066,114.41	x-1 2,581.50 x-1	2,764,073.22
LESS HCAD COMM REND. PEN. (CURR)	1,204.54	07 roll 157.40	
LESS HCAD COMM REND. PEN. (DELQ)	292.41	06 & pr 135.01	
LESS REFUNDS	0.00		
SI CREDITS	0.00		
LESS TRANSFERRED	14,284,217.97	- 0 -	
LESS IN TRANSIT	30,609,631.88	2,581.50	
LESS DUE TO DEL TAX ATTY FEES	170,767.61		
LESS SPECIAL INV DISBURSED	-		
LESS DUE TO CO TREASURER	0.00		
BALANCE	0.00	- 0 -	

I, ARMANDO BARRERA JR., ASSESSOR-COLLECTOR OF TAXES FOR THE HIDALGO COUNTY, DO SOLEMNLY SWEAR THAT THE ABOVE STATEMENT OF TAXES COLLECTED BY ME FOR THE MONTH OF DECEMBER 2008 IS CORRECT.

ASSESSOR-COLLECTOR OF TAXES FOR HIDALGO COUNTY, TEXAS

ASSESSOR & COLL. OF TEXAS ★ HIDALGO COUNTY

SWORN AND SUBSCRIBED BEFORE ME THIS 16TH DAY OF JANUARY 2009 A.D.

NOTARY PUBLIC, HIDALGO COUNTY, TEXAS

NINA L. BRIONES NOTARY PUBLIC EXP. 08-09-2010 HIDALGO COUNTY, TEXAS

AUDITED BY THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE: JE 1-21-09

RECEIVED
JAN 16 2009
HIDALGO COUNTY
AUDITOR'S OFFICE

ARMANDO BARRERA JR., ASSESSOR & COLLECTOR
ROAD DIST # 2 TAXES COLLECTED
DECEMBER 2008

COMPARATIVE RATE OF COLLECTIONS

ROAD DIST # 2	ORIGINAL TAX LEVY	COLLECTED TO DATE	DROPPED YRS AFTER PURGE	MODIF. TO DATE	TAXES OUTSTANDING	PERCENT 2008/2009	COLLECTED 2007/2008
1981 & PRIOR YRS	114.80	0.00	0.00	0.00	114.80	0.00%	0.00%
TOTALS	114.80	0.00	0.00	0.00	114.80		

BREAKDOWN OF TAX COLLECTIONS AND FEES FOR THE MONTH OF DECEMBER 2008

		MONTHLY MODIFICATIONS
CURRENT YEAR-BASE TAX	0.00	0.00 CURRENT
CURRENT YEAR-P&I	0.00	
CURRENT SPECIAL INVENTORY (BASE)	0.00	
PRIOR YEARS-BASE TAX	0.00	0.00 PRIOR
PRIOR YEARS-P&I	0.00	
ROLLBACK BASE	0.00	0.00 (RB)
ROLLBACK P&I	0.00	
ATTORNEY FEES	0.00	
TOTAL COLLECTIONS	0.00	0.00
LESS REFUNDS	0.00	
LESS TRANSFERRED	0.00	
LESS IN TRANSIT	0.00	
LESS DUE TO DEL TAX ATTY FEES	0.00	
LESS DUE TO CO TREASURER	0.00	
BALANCE	0.00 x-1	

I, ARMANDO BARRERA JR., ASSESSOR-COLLECTOR OF TAXES FOR THE HIDALGO COUNTY, DO SOLEMNLY SWEAR THAT THE ABOVE STATEMENT OF TAXES COLLECTED BY ME FOR THE MONTH OF DECEMBER 2008 IS CORRECT.

ASSESSOR & COLL. OF TAXES HIDALGO COUNTY

ASSESSOR-COLLECTOR OF TAXES FOR ROAD DISTRICT # 2

SWORN AND SUBSCRIBED BEFORE ME THIS 16TH DAY OF JANUARY 2009 A.D.

NORMA L. BRIONES NOTARY EXP. 08-09-2010 PUBLIC HIDALGO COUNTY, TEXAS

NOTARY PUBLIC, HIDALGO COUNTY, TEXAS

RECEIVED THE HIDALGO COUNTY AUDITOR'S OFFICE DATE: JE 1-21-09

x-3

RECEIVED
JAN 16 2009
HIDALGO COUNTY
AUDITOR'S OFFICE

ARMANDO BARRERA JR., ASSESSOR & COLLECTOR
ROAD DIST # 5 TAXES COLLECTED
DECEMBER 2008

COMPARATIVE RATE OF COLLECTIONS

ROAD DIST # 5	ORIGINAL TAX LEVY	COLLECTED TO DATE	DROPPED YRS AFTER PURGE	MODIF. TO DATE	TAXES OUTSTANDING	PERCENT 2008/2009	COLLECTED 2007/2008
1999 & PRIOR YRS	18,334.77	739.75	0.00	(270.89)	17,324.13	4.10%	7.62%
ROLLBACK	0.00	0.00	0.00	0.00	0.00	0.00%	93.56%
TOTALS	18,334.77	739.75	0.00	(270.89)	17,324.13		

BREAKDOWN OF TAX COLLECTIONS AND FEES FOR THE MONTH OF DECEMBER 2008

		MONTHLY MODIFICATIONS
CURRENT YEAR-BASE TAX	0.00	0.00 CURRENT
CURRENT YEAR-P&I	0.00	
CURRENT SPECIAL INVENTORY (BASE)	0.00	
PRIOR YEARS-BASE TAX	68.31	0.00 PRIOR
PRIOR YEARS-P&I	96.58	
ROLLBACK BASE	0.00	0.00 (RB)
ROLLBACK P&I	0.00	
ATTORNEY FEES	24.69	
TOTAL COLLECTIONS	189.58	0.00
LESS REFUNDS (BASE)	0.00	
LESS REFUNDS (P&I)	0.00	
LESS TRANSFERRED	93.20	
LESS IN TRANSIT	71.69	
LESS DUE TO DEL TAX ATTY FEES	24.69	
LESS DUE TO CO TREASURER	0.00	
BALANCE	0.00 X-1	

I ARMANDO BARRERA JR., ASSESSOR-COLLECTOR OF TAXES FOR THE HIDALGO COUNTY, DO SOLEMNLY SWEAR THAT THE ABOVE STATEMENT OF TAXES COLLECTED BY ME FOR THE MONTH OF DECEMBER 2008 IS CORRECT.

ASSESSOR-COLLECTOR OF TAXES FOR ROAD DISTRICT # 5

HIDALGO COUNTY ASSESSOR & COLL. OF TEXAS

SWORN AND SUBSCRIBED BEFORE ME THIS 16TH DAY OF JANUARY 2009 A.D.

NORMA L. BRIONES NOTARY PUBLIC HIDALGO COUNTY, TEXAS EXP. 08-09-2010

NOTARY PUBLIC, HIDALGO COUNTY, TEXAS

AUDITED BY THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE: JE 1-21-09

X-4

RECEIVED
JAN 16 2009
HIDALGO COUNTY
AUDITOR'S OFFICE

ARMANDO BARRERA JR., ASSESSOR & COLLECTOR
ROAD DIST # 7 TAXES COLLECTED
DECEMBER 2008

COMPARATIVE RATE OF COLLECTIONS

ROAD DIST # 7	ORIGINAL TAX LEVY	COLLECTED TO DATE	DROPPED YRS AFTER PURGE	MODIF. TO DATE	TAXES OUTSTANDING	PERCENT 2008/2009	COLLECTED 2007/2008
1980 & PRIOR YRS	65.21	0.00	0.00	(33.29)	31.92	0.00%	0.00%
TOTALS	65.21	0.00	0.00	(33.29)	31.92		

BREAKDOWN OF TAX COLLECTIONS AND FEES FOR THE MONTH OF DECEMBER 2008

		MONTHLY MODIFICATIONS
CURRENT YEAR-BASE TAX	0.00	0.00 CURRENT
CURRENT YEAR-P&I	0.00	
CURRENT SPECIAL INVENTORY (BASE)	0.00	
PRIOR YEARS-BASE TAX	0.00	0.00 PRIOR
PRIOR YEARS-P&I	0.00	
ROLLBACK BASE	0.00	0.00 (RB)
ROLLBACK P&I	0.00	
ATTORNEY FEES	0.00	
TOTAL COLLECTIONS	0.00	0.00
LESS REFUNDS (BASE)	0.00	
LESS REFUNDS (P&I)	0.00	
LESS TRANSFERRED	0.00	
LESS IN TRANSIT	0.00	
LESS DUE TO DEL ATTY FEES	0.00	
LESS DUE TO CO TREASURER	0.00	
BALANCE	0.00	

X-1

I, ARMANDO BARRERA JR., ASSESSOR-COLLECTOR OF TAXES FOR THE HIDALGO COUNTY, DO SOLEMNLY SWEAR THAT THE ABOVE STATEMENT OF TAXES COLLECTED BY ME FOR THE MONTH OF DECEMBER 2008 IS CORRECT.

ASSESSOR-COLLECTOR OF TAXES FOR ROAD DISTRICT # 7

ASSESSOR & COLL. OF TEXAS HIDALGO COUNTY

SWORN AND SUBSCRIBED BEFORE ME THIS 16TH DAY OF JANUARY 2009 A.D.

NOTARY PUBLIC, HIDALGO COUNTY, TEXAS

NORMA L. BRIONES NOTARY PUBLIC EXP. 08-09-2010 HIDALGO COUNTY, TEXAS

COUNTY AUDITOR'S OFFICE
DATE: JE 1-21-09

X-5

RECEIVED
JAN 16 2009
HIDALGO COUNTY
AUDITOR'S OFFICE

ARMANDO BARRERA JR., ASSESSOR & COLLECTOR
ROAD DIST # 11 TAXES COLLECTED
DECEMBER 2008

COMPARATIVE RATE OF COLLECTIONS

ROAD DIST # 11	ORIGINAL TAX LEVY	COLLECTED TO DATE	DROPPED YRS AFTER PURGE	MODIF. TO DATE	TAXES OUTSTANDING	PERCENT 2008/2009	COLLECTED 2007/2008
1979 & PRIOR YRS	80.04	0.62	0.00	(10.14)	69.28	0.89%	0.00%
TOTALS	80.04	0.62	0.00	(10.14)	69.28		

BREAKDOWN OF TAX COLLECTIONS AND FEES FOR THE MONTH OF DECEMBER 2008

		MONTHLY MODIFICATIONS
CURRENT YEAR-BASE TAX	0.00	0.00 CURRENT
CURRENT YEAR-P&I	0.00	
CURRENT SPECIAL INVENTORY (BASE)	0.00	
PRIOR YEARS-BASE TAX	0.00	0.00 PRIOR
PRIOR YEARS-P&I	0.00	
ROLLBACK BASE	0.00	0.00 (RB)
ROLLBACK P&I	0.00	
ATTORNEY FEES	0.00	
TOTAL COLLECTIONS	0.00	0.00
LESS REFUNDS (BASE)	0.00	
LESS REFUNDS (P&I)	0.00	
LESS TRANSFERRED	0.00	
LESS IN TRANSIT	0.00	
LESS DUE TO DEL TAX ATTY FEES	0.00	
LESS DUE TO CO TREASURER	0.00	
BALANCE	0.00 X-1	

I, ARMANDO BARRERA JR., ASSESSOR-COLLECTOR OF TAXES FOR THE HIDALGO COUNTY, DO SOLEMNLY SWEAR THAT THE ABOVE STATEMENT OF TAXES COLLECTED BY ME FOR THE MONTH OF DECEMBER 2008 IS CORRECT.

ASSESSOR-COLLECTOR OF TAXES FOR ROAD DISTRICT # 11

SWORN AND SUBSCRIBED BEFORE ME THIS 16TH DAY OF JANUARY 2009 A.D.

NOTARY PUBLIC, HIDALGO COUNTY, TEXAS

NORMA L. BRIONES NOTARY EXP. 08-09-2010 PUBLIC HIDALGO COUNTY, TEXAS

[illegible] HIDALGO COUNTY AUDITOR'S OFFICE
DATE: JE 1-21-09

RECEIVED

JAN 16 2009

HIDALGO COUNTY
AUDITOR'S OFFICE

ARMANDO BARRERA JR., ASSESSOR & COLLECTOR
ROAD DIST # 12 TAXES COLLECTED
DECEMBER 2008

COMPARATIVE RATE OF COLLECTIONS

ROAD DIST # 12	ORIGINAL TAX LEVY	COLLECTED TO DATE	DROPPED YRS AFTER PURGE	MODIF. TO DATE	TAXES OUTSTANDING	PERCENT 2008/2009	COLLECTED 2007/2008
1978 & PRIOR YRS	10.62	0.00	0.00	0.00	10.62	0.00%	0.00%
TOTALS	10.62	0.00	0.00	0.00	10.62		

BREAKDOWN OF TAX COLLECTIONS AND FEES FOR THE MONTH OF DECEMBER 2008

		MONTHLY MODIFICATIONS
CURRENT YEAR-BASE TAX	0.00	0.00 CURRENT
CURRENT YEAR-P&I	0.00	
CURRENT SPECIAL INVENTORY (BASE)	0.00	
PRIOR YEARS-BASE TAX	0.00	0.00 PRIOR
PRIOR YEARS-P&I	0.00	
ROLLBACK BASE	0.00	0.00 (RB)
ROLLBACK P&I	0.00	
ATTORNEY FEES	0.00	
TOTAL COLLECTIONS	0.00	0.00
LESS REFUNDS (BASE)	0.00	
LESS REFUNDS(P&I)	0.00	
LESS TRANSFERRED	0.00	
LESS IN TRANSIT	0.00	
LESS DUE TO DELQ ATTY FEES	0.00	
LESS DUE TO CO TREASURER	0.00	
BALANCE	0.00	X-1

I, ARMANDO BARRERA JR., ASSESSOR-COLLECTOR OF TAXES FOR THE HIDALGO COUNTY, DO SOLEMNLY SWEAR THAT THE ABOVE STATEMENT OF TAXES COLLECTED BY ME FOR THE MONTH OF DECEMBER 2008 IS CORRECT.

ASSESSOR-COLLECTOR OF TAXES FOR ROAD DISTRICT # 12

ASSESSOR & COLL. OF TEXAS
HIDALGO COUNTY

SWORN AND SUBSCRIBED BEFORE ME THIS 16TH DAY OF JANUARY 2009 A.D.

NOTARY PUBLIC, HIDALGO COUNTY, TEXAS

NORMA L. BRIONES
NOTARY PUBLIC
EXP. 08-09-2010
HIDALGO COUNTY, TEXAS

COUNTY AUDITOR'S OFFICE
DATE: JE # 1-21-09

RECEIVED

JAN 16 2009

HIDALGO COUNTY
AUDITOR'S OFFICE

ARMANDO BARRERA JR., ASSESSOR & COLLECTOR
ROAD DIST # 14 TAXES COLLECTED
DECEMBER 2008

COMPARATIVE RATE OF COLLECTIONS

ROAD DIST # 14	ORIGINAL TAX LEVY	COLLECTED TO DATE	DROPPED YRS AFTER PURGE	MODIF. TO DATE	TAXES OUTSTANDING	PERCENT 2008/2009	COLLECTED 2007/2008
1979 & PRIOR YRS	78.74	0.00	0.00	0.00	78.74	0.00%	0.00%
TOTALS	78.74	0.00	0.00	0.00	78.74		

BREAKDOWN OF TAX COLLECTIONS AND FEES FOR THE MONTH OF DECEMBER 2008

		MONTHLY MODIFICATIONS
CURRENT YEAR-BASE TAX	0.00	0.00 CURRENT
CURRENT YEAR-P&I	0.00	
CURRENT SPECIAL INVENTORY (BASE)	0.00	
PRIOR YEARS-BASE TAX	0.00	0.00 PRIOR
PRIOR YEARS-P&I	0.00	
ROLLBACK BASE	0.00	0.00 (RB)
ROLLBACK P&I	0.00	
ATTORNEY FEES	0.00	
TOTAL COLLECTIONS	0.00	0.00
LESS REFUNDS (BASE)	0.00	
LESS REFUNDS (P&I)	0.00	
LESS TRANSFERRED	0.00	
LESS IN TRANSIT	0.00	
LESS DUE TO DELQ ATTY FEES	0.00	
LESS DUE TO CO TREASURER	0.00	
BALANCE	0.00	

I, ARMANDO BARRERA JR., ASSESSOR-COLLECTOR OF TAXES FOR THE HIDALGO COUNTY, DO SOLEMNLY SWEAR THAT THE ABOVE STATEMENT OF TAXES COLLECTED BY ME FOR THE MONTH OF DECEMBER 2008 IS CORRECT.

ASSESSOR-COLLECTOR OF TAXES FOR ROAD DISTRICT # 14

ASSESSOR & COLL. OF TEXAS
HIDALGO COUNTY

SWORN AND SUBSCRIBED BEFORE ME THIS 16TH DAY OF JANUARY 2009 A.D.

NOTARY PUBLIC, HIDALGO COUNTY, TEXAS

NORMA L. ERIONES
NOTARY
EXP. 08-09-2010
PUBLIC
HIDALGO COUNTY, TEXAS

RECEIVED IN THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE: JE 1-21-09

x-8

RECEIVED

JAN 16 2009

HIDALGO COUNTY
AUDITOR'S OFFICE

ARMANDO BARRERA JR., ASSESSOR & COLLECTOR
ROAD DIST # 15 TAXES COLLECTED
DECEMBER 2008

COMPARATIVE RATE OF COLLECTIONS

ROAD DIST # 15	ORIGINAL TAX LEVY	COLLECTED TO DATE	DROPPED YRS AFTER PURGE	MODIF. TO DATE	TAXES OUTSTANDING	PERCENT 2008/2009	COLLECTED 2007/2008
1993 & PRIOR YRS	3,080.64	45.21	0.00	(386.87)	2,648.56	1.68%	3.17%
ROLLBACK	0.00	0.00	0.00	0.00	0.00	0.00%	0.00%
TOTALS	3,080.64	45.21	0.00	(386.87)	2,648.56		

BREAKDOWN OF TAX COLLECTIONS AND FEES FOR THE MONTH OF DECEMBER 2008

			MONTHLY MODIFICATIONS
CURRENT YEAR-BASE TAX	0.00		0.00 CURRENT
CURRENT YEAR-P&I	0.00		
CURRENT SPECIAL INVENTORY (BASE)	0.00		
PRIOR YEARS-BASE TAX	9.86		0.00 PRIOR
PRIOR YEARS-P&I	25.01		
ROLLBACK BASE	0.00		0.00 (RB)
ROLLBACK P&I	0.00		
ATTORNEY FEES	5.22		
TOTAL COLLECTIONS	40.09	X-1	0.00
LESS REFUNDS (BASE)	0.00		
LESS REFUNDS (P&I)	0.00		
LESS TRANSFERRED	2.05		
LESS IN TRANSIT	32.43		
LESS DUE TO DELQ ATTY FEES	5.22		
LESS DUE TO CO TREASURER	0.00		
BALANCE (~~OCT-NOV~~)	0.39		
November O/T Balance	(0.39)		
Net Balance	- 0 -		

I, ARMANDO BARRERA JR., ASSESSOR-COLLECTOR OF TAXES FOR THE HIDALGO COUNTY, DO SOLEMNLY SWEAR THAT THE ABOVE STATEMENT OF TAXES COLLECTED BY ME FOR THE MONTH OF DECEMBER 2008 IS CORRECT.

ASSESSOR & COLL. OF TEXAS HIDALGO COUNTY

ASSESSOR-COLLECTOR OF TAXES FOR ROAD DISTRICT # 15

SWORN AND SUBSCRIBED BEFORE ME THIS 16TH DAY OF JANUARY 2009 A.D.

NORMA L. BRIONES NOTARY EXP. 08-09-2010 PUBLIC HIDALGO COUNTY, TEXAS

NOTARY PUBLIC, HIDALGO COUNTY, TEXAS

AUDITED BY THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE: JF 1-21-09

X-9

ARMANDO BARRERA JR., ASSESSOR & COLLECTOR
STATE DIST TAXES COLLECTED
DECEMBER 2008

RECEIVED
JAN 16 2009
HIDALGO COUNTY
AUDITOR'S OFFICE

OMPARATIVE RATE OF COLLECTIONS

TATE DIST	ORIGINAL TAX LEVY	COLLECTED TO DATE	DROPPED YRS AFTER PURGE	MODIF. TO DATE	TAXES OUTSTANDING	PERCENT 2008/2009	COLLECTED 2007/2008
979 & PRIOR YRS	65.56	0.00	0.00	(3.35)	62.21	0.00%	0.97%
TOTALS	65.56	0.00	0.00	(3.35)	62.21		

REAKDOWN OF TAX COLLECTIONS AND FEES FOR THE MONTH OF DECEMBER 2008

		MONTHLY MODIFICATIONS
URRENT YEAR-BASE TAX	0.00	0.00 CURRENT
URRENT YEAR-P&I	0.00	
URRENT SPECIAL INVENTORY (BASE)	0.00	
RIOR YEARS-BASE TAX	0.00	0.00 PRIOR
RIOR YEARS-P&I	0.00	
OLLBACK BASE	0.00	0.00 (RB)
OLLBACK P&I	0.00	
TTORNEY FEES	0.00	
OTAL COLLECTIONS	0.00 x-1	0.00
ESS REFUNDS (BASE)	0.00	
ESS REFUNDS (P&I)	0.00	
ESS TRANSFERRED	0.00	
ESS IN TRANSIT	0.00	
ESS DUE TO DELQ ATTY FEES	0.00	
ESS DUE TO CO TREASURER	0.00	
ALANCE	0.00	

ARMANDO BARRERA JR., ASSESSOR-COLLECTOR OF TAXES FOR THE HIDALGO COUNTY, DO OLEMNLY SWEAR THAT THE ABOVE STATEMENT OF TAXES COLLECTED BY ME FOR HE MONTH OF DECEMBER 2008 IS CORRECT.

ASSESSOR-COLLECTOR OF TAXES FOR STATE DIST TAXES

HIDALGO COUNTY ASSESSOR & COLL. OF TEXAS

WORN AND SUBSCRIBED BEFORE ME THIS 16TH DAY OF JANUARY 2009 A.D.

NOTARY PUBLIC, HIDALGO COUNTY, TEXAS

NORMA L. BRIONES NOTARY EXP. 08-09-2010 PUBLIC HIDALGO COUNTY, TEXAS

AUDITED BY THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE: JE 1-21-09

X-10

AI-13925 **9.A.**

Certification of Workers' Compensation Claims paid by Tristar Risk Management

CC CONSENT

Date:	02/17/2009
Submitted By:	Flora Vazquez, WORKERS' COMPENSATION
Department:	WORKERS' COMPENSATION
Agenda Category:	Budget and Management

Information

CAPTION

Self-Insured Workers' Compensation (2202):
Requesting approval of reimbursement of the Hidalgo County Workers' Compensation claims paying account for claims paid by Tristar Risk Management in the amount of $35,890.95 for the period of 01/16-31/2009 and requesting approval of wire transfer.

BACKGROUND

Fiscal Impact

Attachments

Link: Invoice

Link: Breakdown by Organization

Link: Certification

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	02/11/2009 07:46 AM	APRV
2	Dale Kennan	Dale Kennan	02/11/2009 03:17 PM	APRV
3	Auditor's Office		02/13/2009 05:43 PM	NEW
Form Started By: Flora Vazquez			Started On: 02/10/2009 04:26 PM	
Final Approval Date: 02/13/2009				

Tristar Risk Management
100 Oceangate Suite #700
Long Beach, CA 90802
(562) 495-6600
TIN: 95-2791831

February 2, 2009

Hidalgo County Workers Compensation Fund
2818 S. Bus Hwy. 281
Edinburg, TX 78539
Flora Vazquez
Director of Risk Management

L HIDAL.WC
Invoice Number: 38590

Loss Replenishment

Re: Workers Compensation

Tristar Risk Management hereby certifies that the attached billings for losses paid 1/16-1/31/09 (Check#323708-323826) are in accordance with our contract with Hidalgo County Exhibit A, dated July 1st	35,890.95
TOTAL CURRENT CHARGES	$ 35,890.95
Previous Balance Due	$181,020.01

Payments and Credits

02/02/09	Payment received - thank you	54,771.67CR
02/02/09	Payment received - thank you	20,773.14CR
	Total Payments and Credits	$ 75,544.81CR
	Total Balance Due	$141,366.15

Due Upon Receipt

If you have any questions or need wire instructions, please call:
(562) 495-6600 ext 1048

Custom Payment Total

Hidalgo County WC losses paid 1/16-1/31/09

Processed	Check Date	Chk/Vchr #	Claim Number	Claimant	Incident	Transaction Type	Payee	Dates of Service	Method	Amount
Alternate Organization 1 : Community Service										
				Alternate Organization 1 Total:	14					2,725.33
Alternate Organization 1 : Drainage District #1										
				Alternate Organization 1 Total:	1					265.32
Alternate Organization 1 : Headstart										
				Alternate Organization 1 Total:	76					6,521.46
Alternate Organization 1 : Hidalgo County										
				Alternate Organization 1 Total:	188					26,378.84
				Grand Total:	279					35,890.95

HIDALGO COUNTY BUDGET OFFICE/WORKERS' COMPENSATION DIVISION
CERTIFICATION OF WORKERS' COMP. CLAIMS PAID BY TRISTAR RISK MANAGEMENT
FOR THE PERIOD OF: **January 16-31, 2009**

Hidalgo County's Self-Funded Workers' Compensation, Third Party Administrator (TPA) TRISTAR RISK MANAGEMENT, has submitted to my office a request to reimburse the County's CLAIMS PAYING ACCOUNT in the amount of **$ 35,890.95.**

TRISTAR is certifying to my office that it has paid Workers' Compensation Claims (Check # **323708-323826**) on behalf of injured employees from **01/16/2009** to **01/31/2009** :

1).	Hidalgo County	$ 26,378.84
2).	Hidalgo County Headstart Program	$ 6,521.46
3).	Community Service Agency	$ 2,725.33
4).	Hidalgo County Urban County Program	$ 00.00
5).	Drainage District #1	$ 265.32

Total Reimbursement Requested by TRISTAR RISK MANAGEMENT $ 35,890.95.
Dept. of Budget & Management/Employee Benefits Section is requesting approval of this payment on the Commissioners' Court Agenda of February 17, 2009.

Initial amount advanced by Commissioner's Court to TRISTAR RISK MANAGEMENT to pay claims:
$ < 200,000.00 >

Balance left in the Hidalgo County Workers' Compensation Fund at Mellon Bank in California. (estimate) $ 164,109.05

I hereby approve this reimbursement and certify that I and/or my staff have reviewed each claim included on the attached check register to ensure that:

- All the claimants are in fact employees of Hidalgo County, Drainage District No. 1, Hidalgo County Headstart Program, Community Service Agency, or Hidalgo County Urban Program.
- All fees to vendors are appropriate for the type of service provided.
- All fees paid to Hidalgo County for salary continuation were in fact received by Hidalgo County, and have been received by my department and deposited with the Hidalgo County Treasurer's Office and credited to the corresponding salary account. I have forwarded a copy of the Treasurer's receipts for each check shown as issued to Hidalgo County.
- All types of expenditures reflected on this claim report are appropriate for the Hidalgo County Workers' Compensation Fund (Escrow Fund).
- The Office of the County Auditor will receive a copy of the monthly bank statement for the Hidalgo County Workers' Compensation Bank Account (held at Mellon Bank in California) no later than the 10th day of the following month.

Flora Vazquez — Employee Benefits Manager — Date: 02/10/2009

Dept. of Budget & Management Chief Administrator — Date

Commissioner's Court Approval — Date

AI-13947 **10.A.**

Requesting approval of Payment from Dos Logistics for the Hidalgo Co Sheriff's Office Sub-station

CC CONSENT

Date:	02/17/2009
Submitted By:	Rocio Villarreal, PURCHASING DEPT.
Submitted For:	Rocio Villarreal
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department
Purchasing only:	Sheriff's Office

Information

CAPTION

Presentation for discussion, consideration, acceptance, and approval of Invoice # 02.08SO in the amount of $19,694.00 from Dos Logistics, Inc., contracted civil engineer for "Hidalgo County Sheriff's Office Sub-Station in the Pct. 1 Area" C-08-223-11-04

BACKGROUND

Contract Amount $119,342.00 PO#613288
Pmt# 1 $53,803.00 AI#12966 12/23/08 Inv# 01.08SO
Pmt# 2 $19,694.00 AI#13947 02/17/09 Inv# 02.08SO

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1336-423-00-280-036-0-720

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

BUDGETARY IMPACT:

PO# 613288 available balance as of 2-13-09 $65,539.00
Funding available in account as of 2-13-09

Attachments

Link: Invoice

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	02/11/2009 01:51 PM	APRV
2	Budget & Management	Veronica Lopez	02/11/2009 01:59 PM	APRV
3	Rey Salazar	Rey Salazar	02/13/2009 10:09 AM	APRV
4	Manuel Chapa	Manuel Chapa	02/13/2009 01:25 PM	APRV
5	Auditor's Office		02/13/2009 05:43 PM	NEW

Form Started By: Rocio Villarreal — Started On: 02/11/2009 11:18 AM

Final Approval Date: 02/13/2009

DL, INC.
DOS LOGISTICS, INC.

Bill To:
Hidalgo County Sheriff's Office
704 El Cibolo Rd
Edinburg, Texas 78539

DATE : Jan. 23, 2009

INVOICE # 02.08 SO

ATTN: Juan Tapia

Contract No. C-08-223-11-04
PO No. 613288

DESCRIPTION	CONTRACT AMOUNT	PAID TO DATE	CURRENT AMOUNT DUE	REMAINING BALANCE
Hidalgo County Sheriff's Office				
Civil Engineering and Design	$16,336.00	$12,655.00	$3,525.00	$156.00
Drawing Preparation	$44,512.00	$33,234.00	$10,966.00	$312.00
Evaluation / Plan Review	$13,338.00	$7,914.00	$5,203.00	$221.00
Construction / Bid Phase	$45,156.00	$0.00		$45,156.00
TOTAL	**$119,342.00**			**$45,845.00**
		TOTAL DUE	**$19,694.00**	

THANK YOU FOR YOUR BUSINESS!

Acc: 9-1336-423-00-280-036-0-720

AI-13906 **10.B.**

To advertise - Contraceptives - Patch, Injection and Pill - Health Dept. (1100)
CC CONSENT

Date:	02/17/2009
Submitted By:	Yolanda Velasquez, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department

Information

CAPTION

Requesting authority to advertise and approval of Procurement Packet (e.i. Specifications, and draft Requirements Agreement) as attached hereto for Hidalgo County Health & Human Service Department " Contraceptives - Patch, Injection and Pill" (Bid No. 2009-014)

BACKGROUND

Proposed Schedule of Events:
1st Advertisement: February 21, 2009
2nd Advertisement: February 28, 2009
Bid Opening Date: March 18, 2009

Contract previously approved as to form by Legal on May 15, 2008.
On as "As Needed Basis"

Fiscal Impact

FISCAL YEAR: 2009	ACCT. #: 9-1100-441-00-340-001-0-604
FUNDS AVAILABLE Y/N?: Y	MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:
Available balance as of 2-13-09 $5,305.20

Attachments

Link: Dept.-Approval Memo
Link: Specifications2009-014
Link: Draft-Req. Agreement

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	02/11/2009 12:41 PM	APRV
2	Budget & Management	Veronica Lopez	02/11/2009 01:23 PM	APRV
3	Manuel Chapa	Manuel Chapa	02/13/2009 10:39 AM	APRV
4	Auditor's Office		02/13/2009 05:43 PM	NEW

Form Started By: Yolanda Velasquez
Started On: 02/10/2009 01:10 PM
Final Approval Date: 02/13/2009

MEMORANDUM

FEB 04 2009
8:28AM

To: **Eduardo Olivares, Director**
Health & Human Services

Attn: **Josie Escalante** **via e-mail: josie.escalante@hchd.org**

From: **Yolanda Velasquez**
Purchasing Dept., Buyer

Date: **January 22, 2009**

Re: Bid No. 2009-014-00-00 YV Approval of Specifications/Requirements for
HIDALGO COUNTY-HEALTH DEPARTMENT "Oral Contraceptives"

Please review the following **SPECIFICATIONS** and verify if all requirements are met by signing below and indicating **APPROVE** (or) **DISAPPROVE.** If specification is **not** met, make any and all modifications necessary and return the revised copy to the designated Buyer in the Purchasing Department.

If you have any questions, please call me at (956) 318-2626 ext# 4881.

APPROVE ☐	DISAPPROVE ☐
APPROVED WITH MODIFICATIONS ☒	

name change from "Oral Contraceptives" to Contraceptives

FUNDS AVAILABILITY: X Yes / _____ No / _____

Other (specify) 9-1100-441-00-340-001-0-604

BUDGET ACCOUNT#: 9-1100-441-00-340-001-0-604

① and ② Add Patch, Injections and ③ Pill
④ Current pill on contract

Eduardo Olivarez 2/2/09

AUTHORIZED SIGNATURE PRINTED NAME DATE

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 318-2629 or E-mail: yolanda.velasquez@co.hidalgo.tx.us no later than WEDNESDAY, February 11, 2009 by 12:00P.M.

Enclosures

Exhibit "A"

HIDALGO COUNTY-HEALTH & HUMAN SERVICES

"Contraceptives- Patch, Injection & Pill"

BID Nº 2009-014-0*-**yzv

Instructions to Bidders:

These instructions apply to all offers made to Hidalgo County (herein referred to as "County") by all prospective vendors (herein after referred to as "Bidders") on behalf of Solicitations including, but not limited to the, Invitation to Bid.

- Please review this document in its entirety. Be sure your bid is complete, and double check your bid for accuracy.
- Open records access to all information submitted. All information included will be open to the public, other bidders, media as per Open Records Act and not be confidential in nature. If you deem any information as confidential it should not be made part of your bid package.

Specifications, Requirements and/or Terms and Conditions:

All purchases of product will be on an "as needed basis only" there is no guaranteed volume.

Birth Contraceptive Patch:

Ortho-Evra (Norelgestromin/Ethinyl Estradiol Transdermal system) Ortho Evra is a transdermal Contraceptive Patch.

1. Each Contraceptive Patch has a contact surface area of 20 cm.
2. Each Contraceptive Patch will contain 6.00 mg Norelgestromin and 0.75 mg. Ethinyl Estradiol (EE).
3. It will release 150 micrograms of Norelgestromin and 20 micrograms off Ethinyl Estradiol (EE) to the bloodstream for twenty-four (24) hours.
4. Ortho-Evra should be the first weekly form of birth control. A new patch is used once a week, for three (3) consecutive weeks each month with the fourth (4) week being "Patch-Free".

Birth Contraceptive Injection:

Medroxyprogesterone acetate injectable suspension, USP contraceptive injection 150mg/ml, 1 Single dose vial for intramuscular use only.

1. Each Contraceptive Injection will contain 150 mg. Medroxyesterone Acetate, 28.9 mg. Polyethylene Glycol 3350 mg. Polysorbate 80, 8.68 mg. Sodium Chloride, with the following added as preservatives: 1.37 mg. Methylparaben, 0.150mg. Propylparaben
2. When necessary, PH was adjusted with sodium hydroxide and/or hydrochloric acid.
3. Generic Brand will be compatible to Depo-provera. (or equivalent to).

Birth Control Pill:

(A) (HIGH DOSE)

1. Must be a tablet containing 0.180 mg norgestimate and 0.035 mg ethinyl estadiol.
2. Must be able to be used in an unopened box for two years from manufacturing date.
3. Generic Brand must be compatible to Ortho Tri Cycle, which is used in all Health Clinics sites.
4. Must have the capability to store dry at a room temperature (65 – 80 F.)
5. Box of 168 tablets in a 6x28 tab packet count.

(B) (LOW DOSE)

Nortrel (norethidrone and ethinyl estradiol tablets, USP) 1/35, 28 day regimen.

1. Each yellow tablet (21) must contain 1 mg Norethidrone and 0.035 mg Ethinyl estradiol.
2. Generic Brand must be compatible too Ortho-Novum,1/35 (or equivalent to).
3. Each white tablet (7) contains inert ingredients.
4. Box of 168 Tablets in a 6x28 tab packet count.

Term:

Term of contract will be for a one (1) year term, with a county's option of an additional year under the same terms and conditions.

The contract shall remain in effect until contract expires, delivery/completion of services ordered or terminated by either party with a thirty (30) day written notice prior to any cancellation.

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.

Items may be substituted by vendors but, must be **equal or better** and must be approved by the Hidalgo County if quoted item is out of stock.

Market Volatility and Unit Price Adjustment:

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect cost 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 to 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 are 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 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.

All costs and expenses associated with the preparation and submission of bids shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed on to Hidalgo County.

ADDITIONAL INFORMATION:

Hidalgo County is requesting that any and all questions, inquiries and clarifications regarding quotes, bids proposals or statements or qualifications be addressed to, Yolanda Velasquez Buyer, Physical Address: 2802 S. Business Hwy. 281, Edinburg, TX Postal/Mailing Address: 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, Monday, Month **, 2009 by 5:00 p.m. Responses to said inquiries will be sent to all applicants via facsimile by no later than, Wednesday, Month **, 2009 by 5:00 p.m.

draft

REQUIREMENTS AGREEMENT
C-0-

THIS AGREEMENT (the "Agreement") is entered into effective as of by and between_____, **a TEXAS Company** ("Seller") and **HIDALGO COUNTY** ("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements of Hidalgo County "_____," 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 "_____" "in the areas of **HIDALGO COUNTY** projects for a period of_____ from with the option to renew for an additional_____(If applicable) under the same rates, terms, and condition, 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: _____

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, _____.

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

By:_____

Date:_____

HIDALGO COUNTY

By:_____

Date: _____

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk
Date:_____

Vendor:
By:_____

Printed Name:_____

Title:_____

Date:_____

AI-14016 **10.C.**

Pct 1-Invoice No. 289116-TEDSI-C-08-226-09-30-Mile 2 W Road Improvment Project

CC CONSENT

Date:	02/17/2009
Submitted By:	Letty Saenz, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department

Information

CAPTION

Presentation for discussion, consideration, acceptance, and approval of request for payment for Invoice No. 289116 in the amount of $20,700.00 submitted by TEDSI Infrastructure Group, Inc. after County Auditor's review and completion of processing procedures including authority for County Treasurer to issue payment in connection with contract # C-08-226-09-30 and WA #1(PO #613184).

BACKGROUND

Invoice no. 289116-TEDSI-C-08-226-09-30
WA-SA# 1-TEDSI-C-08-226-09-03
Contract No. C-08-226-09-03

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1315-431-00-121-040-0-711 & 731

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

BUDGETARY IMPACT:

Amount available in obj #711 $4,140.00 for PO #613184 as of 2-13-09.
Amount available in obj #731 $60,113.30 for PO #613184 as of 2-13-09.

Attachments

Link: Invoice No. 289116-TEDSI-

Link: WA-SA#1-TEDSI

Link: Contract No. C-08-226-09-30

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	02/13/2009 10:26 AM	APRV
2	Budget & Management	Veronica Lopez	02/13/2009 11:44 AM	APRV
3	Ivan Cantu	Ivan Cantu	02/13/2009 12:46 PM	APRV
4	Auditor's Office		02/13/2009 05:43 PM	NEW
Form Started By: Letty Saenz			Started On: 02/12/2009 04:53 PM	

TEDSI INFRASTRUCTURE GROUP
Consulting Engineers

1201 East Expressway 83
Mission, Texas 78572
956-424-7898 (Phone)
956-424-7022 (Fax)

INVOICE

Mr. Joseph Palacios
Hidalgo County Precinct No. 1
1902 Joe Stephens Ave.
Weslaco, Texas 78596

Invoice Date: December 31, 2008
TEDSI Invoice No.: 289116
TEDSI Project No.: 2008-1020-01
Invoice Period: Notice To Proceed thru December 31, 2008

MILE 2 WEST
Phase II

Contract No. C-08-226-09-30
Work Authorization No. 1
PO#: 613184

Contract Amount	Contract Amount Remaining
$604,859.71	**$300,566.52**

Task	Fee	% Complete This Period	% Complete To Date	Amount This Period	Amount To Date
Plans, Specs & Est. (PS&E)	$374,689.71	0%	40.24%	$0.00	$150,777.67
Right-of-Way (ROW)	$96,250.00	21.50649%	100%	$20,700.00	$96,250.00
Design Field Survey (DFS)	$100,320.00	0%	53.49%	$0.00	$53,665.52
Surveying (SUR)	$33,600.00	0%	10.71%	$0.00	$3,600.00
Subtotal	$604,859.71	3.42%	50.31%	$20,700.00	$304,293.19

TOTAL FEE EARNED:	$	304,293.19
LESS PREVIOUSLY INVOICED:	$	283,593.19
TOTAL AMOUNT DUE THIS INVOICE:	$	20,700.00

9-1315-431-00-121-040-0-711
PO # 613184

RECEIVED
FEB 19 2

Eric Dietrich, P.E.
Project Manager

PRECINCT 1
COMMISSIONER SYLVIA S. HANDY

INVOICE RECEIVED BY
Noe Hinojosa on 2/18/09
GOODS/SERVICES RECEIVED BY:
Noe Hinojosa on 2/18/09

SYLVIA S. HANDY
COUNTY COMMISSIONER, PCT. 1

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

FAX COVERSHEET

To: Purchasing dept **From:** Noe montez

Attn: letty saenz

Fax: **Pages:** 2

Phone: **Date:** 2/12/09

Re: **CC:**

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

• **Comments**

Letty : please make arrangements to place the following inv #289116 from Tedsi 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.

EXHIBIT "F"

HIDALGO COUNTY

Professional Engineering Services

Agreement # **C-08-226-09-30**

Supplemental Agreement Form

WORK AUTHORIZATION NO. 1
SUPPLEMENTAL AGREEMENT NO. 1

THIS SUPPLEMENTAL AGREEMENT is made pursuant to the terms and conditions of Article 8 of the **Agreement** made by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**", and **TEDSI INFRASTRUCTURE GROUP**, professional engineers of Mission, Texas, hereinafter called the "**Engineer**".

PART 1. **Scope of Work.** The purpose of this Work Authorization is to provide services as Mile 2W from Mile 12 North to 0.44 miles north of US-83:

PART 2. **Estimated Cost.** The estimated cost for services under Work Authorization No. 1 is **$604,859.71** as approved under Agreement No. **C-08-226-09-30**. This amount will be reduced under Supplemental Agreement No. 1 to Work Authorization No. 1 by **$ 283,593.19** for amounts previously paid under Agreement No. **C-07-049-05-22.** The new amount payable under Agreement **C-08-226-09-30** is **$ 321,266.52**.

PART 3. **Payment.** Compensation and payment to the **Engineer** for the services established under this Work Authorization shall be made in accordance with Articles 5, 6, and 7 of the **Agreement**.

PART 4. **Period of Service.** This Work Authorization shall become effective on the date of final acceptance of the parties hereto.

PART 5. **Responsibilities and Obligations.** This Work Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 6. **Acceptance and Acknowledgement.** This Work Authorization is hereby accepted and acknowledged as indicated below and effective as of **14th** day of **October**, **2008**.

HIDALGO COUNTY PRECINCT No. 1

BY: _____
Sylvia S. Handy, Commissioner

THE ENGINEER:
TEDSI INFRASTRUCTURE GROUP

BY: _____
Craig F. Stong, Vice President

ATTEST:

BY: _____
Arturo Guajardo Jr., County Clerk

THE OWNER:
HIDALGO COUNTY

BY: _____
Juan D. Salinas, III, County Judge

LIST OF ATTACHMENTS

ATTACHMENT "A" -	Services to be Provided by the Owner
ATTACHMENT "B" -	Services to be Provided by the Engineer
ATTACHMENT "C" -	Work Schedule
ATTACHMENT "D" -	Estimated Cost Proposal

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

CORRECTED
AGREEMENT FOR GENERAL ENGINEERING SERVICES
Contract No. C-08-226-09-30

THIS AGREEMENT is made, by and between **HIDALGO COUNTY,** acting herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**", and **TEDSI Infrastructure Group, Inc.** professional engineers of Mission, Texas, hereinafter called the "**Engineer**".

W I T N E S S E T H:

WHEREAS, the **Owner** desires to contract with the **Engineer** to provide **General Engineering Services for Mile 2 West Road Improvements between Mile 12 North and Mile 7 ½ North** for Hidalgo County Precinct Number One.

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

ARTICLE 1. Employment of Engineer. The **Owner** agrees to employ the **Engineer** and the **Engineer** agrees to perform general engineering, rights of way & field topographic services as stated in the articles to follow, and for having rendered such services, the **Owner** agrees to pay the **Engineer** compensation as stated in the articles to follow.

ARTICLE 2. Character and Extent of Services. This Agreement will provide for of the **Project** with the following:

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

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

2.3 Schedule of Work. The **Engineer** shall prepare a schedule of work (hereinafter referred to as "**Work Schedule**") in accordance with the terms identified in **EXHIBIT "C"**-***Work Schedule***, attached hereto and made a part of this Agreement.

ARTICLE 3. Period of Service. Upon execution of this Agreement, the **Engineer** shall proceed with the work outlined under Article 2 hereof.

2-9-09

3.1 Termination Date. This Agreement shall terminate at the completion of services as defined in Exhibit B, attached hereto. The **Owner** assumes no liability or obligation for payment to the **Engineer** for work performed or costs incurred by the **Engineer** prior to the date authorized by the **Owner** for the **Engineer** to begin work or during periods when work is suspended.

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

3.3 Termination of Agreement. This Agreement may be terminated by any of the following conditions:

(1) **Commitment of Current Revenues.** In the event that, during any term hereof, the **Owner** does not appropriate sufficient funds to meet to the obligations of this Agreement, the **Owner** may terminate this Agreement upon thirty (30) days written notice to the **Engineer**. The **Owner** agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of the **Owner** pursuant to the provisions of Tex. Loc. Govt. Code Ann. § 271.903 (Vernon Supp.1995).

(2) By mutual agreement and consent, in writing, of both the **Engineer** and the **Owner**.

(3) By the **Owner**, upon failure of the **Engineer** to fulfill the **Engineer**'s obligations set forth herein in a satisfactory manner as determined by the **Owner** and in sole opinion of the **Owner**, after the **Owner** provides written notice to the **Engineer** of such failure and the **Engineer** has not corrected such failure within (30) days of such written notice by the **Owner**.

(4) By the **Engineer**, upon failure of the **Owner** to fulfill the **Owner**'s obligations set forth herein, after the **Engineer** provides written notice to the **Owner** of such failure and the **Owner** has not corrected such failure within thirty (30) days of such written notice by the **Engineer**.

(5) By the **Owner without** cause upon thirty (30) days written notice to the **Engineer**.

(6) By satisfactory completion of all services and obligations described herein.

2-9-09

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

AGREEMENT FOR GENERAL ENGINEERING SERVICES
Contract No. C-08-226-09-30

THIS AGREEMENT is made, by and between **HIDALGO COUNTY,** acting herein by and through the **Commissioner's Court,** hereinafter called the "**Owner**", and **TEDSI Infrastructure Group, Inc.**, professional engineers of Mission, Texas, hereinafter called the "**Engineer**".

W I T N E S S E T H:

WHEREAS, the **Owner** desires to contract with the **Engineer** to provide **General Engineering Services for Mile 2 West Road Improvements between Mile 12 North and 0.44 miles north of US-83** for Hidalgo County Precinct Number One.

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

ARTICLE 1. Employment of Engineer. The **Owner** agrees to employ the **Engineer** and the **Engineer** agrees to perform general engineering, rights of way & field topographic services as stated in the articles to follow, and for having rendered such services, the **Owner** agrees to pay the **Engineer** compensation as stated in the articles to follow.

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(2) By mutual agreement and consent, in writing, of both the **Engineer** and the **Owner**.

(3) By the **Owner**, upon failure of the **Engineer** to fulfill the **Engineer**'s obligations set forth herein in a satisfactory manner as determined by the **Owner** and in sole opinion of the **Owner**, after the **Owner** provides written notice to the **Engineer** of such failure and the **Engineer** has not corrected such failure within (30) days of such written notice by the **Owner**.

(4) By the **Engineer**, upon failure of the **Owner** to fulfill the **Owner**'s obligations set forth herein, after the **Engineer** provides written notice to the **Owner** of such failure and the **Owner** has not corrected such failure within thirty (30) days of such written notice by the **Engineer**.

(5) By the **Owner** with cause upon thirty (30) days written notice to the **Engineer**.

(6) By satisfactory completion of all services and obligations described herein.

Should the **Owner** terminate this Agreement as herein provided, no fees other than fees due and payable at the time of termination shall thereafter be paid to the **Engineer** notwithstanding anything herein to the contrary. In determining the value of the work performed by the **Engineer** prior to termination, the **Owner** shall be the sole judge of the value of such work performed. Compensation for work at termination will be based on a percentage of the work completed at that time. Should the **Owner** terminate this Agreement under (5) of the paragraph above, the amount charged during the thirty (30) day notice period shall not exceed the amount charged during the preceding ninety (90) days.

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

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

The termination of the Agreement and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of the **Owner** and the **Engineer** under this Agreement, except the obligations set forth in Articles 11.2, 12, 13, 15, 16, 17, 18.3, 19, 22, and 26, hereto.

ARTICLE 4. Progress and Coordination. The **Engineer** shall, from time to time during the progress of the work, confer with the **Owner**. The **Engineer** shall prepare and present such information as may be pertinent and necessary, or as may be requested by the **Owner**, in order to evaluate features of the **Engineer**'s services and work.

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

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

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

Should it be determined that the progress in the production of the **Engineer**'s services and work does not satisfy the requirements of the approved **Work Schedule** as provided by **EXHIBIT "C"**, attached hereto, the **Owner** shall review the approved **Work Schedule** with the **Engineer** to determine the corrective action needed by either the **Owner** or the **Engineer**.

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

(1) problems, delays, adverse conditions which will materially affect the ability to attain contract objectives, prevent the meeting of time schedules and goals, or preclude the timely completion and submittal of Work Authorization deliverables by the **Engineer** within established time periods; this disclosure will be accompanied by a statement by the **Engineer** of recommended or immediate action taken, or contemplated, and any **Owner** or other agency or entity assistance needed to resolve the situation; and

(2) favorable developments or events which enable meeting the **Work Schedule** goals sooner than anticipated.

ARTICLE 5. Compensation and Fees. For and in consideration of the services to be rendered by the **Engineer**, the **Owner** shall compensate the **Engineer** as follows:

5.1 ***Services.*** For and in consideration of the ***Services*** to be rendered by the **Engineer**, as identified in Article 2 and more particularly identified in **EXHIBIT "B"**, attached hereto, the maximum amount payable by the **Owner** to the **Engineer**

for ***Services***, subject to adjustment in accordance with Article 6.1 herein, will be provided in each work authorization issued. Payments to the **Engineer** for ***Services*** shall be made by the **Owner,** upon presentation by the **Engineer** of the monthly **Request for Payment,** in accordance with the terms and provisions of Article 6 herein.

5.2 ***Special Services.*** Those services that may be required to be provided by the **Engineer** as ***Special Services*** are set forth below and more particularly described in **EXHIBIT "B"**, attached hereto. For and in consideration of these ***Special Services*** rendered as required by the **Engineer**, the **Owner** shall pay the **Engineer** a negotiated lump sum fee (hereinafter referred to as "**Special Services Fee**") at the hourly labor rates and non-labor rates (hereinafter referred to as "**Contract Rates**") specified in **EXHIBIT "D"-*Contract Rates***, attached hereto and made a part of this Agreement, and as follows:

1. RESIDENT OR SITE ENGINEER, INSPECTOR. Actual performance of services of project site engineer, resident engineer and/or inspector, if required by **Owner**.

2. DOCUMENT COPIES. Actual performance and / or providing of additional copies (over 3) of reports; additional copies (over 3) of plans (contract drawings), specifications, and estimates (PS&E); additional copies (over 3) of bidding documents; additional copies (over 3) of as-built drawings.

3. EXTRA TRAVEL. Extra travel required of **Engineer** and authorized by **Owner** to points outside of Hidalgo County.

4. EXPERT WITNESS. Assistance to the **Owner** as expert witness in any litigation with third parties, arising from the development or construction of the improvements provided in each Work Authorization.

5. MISCELLANEOUS. Investigations involving detailed consideration of operation, maintenance and overhead expenses and (unless otherwise agreed) the preparation of rate schedules, earning and expense statements; preparation of feasibility studies; environmental document preparation; appraisals, valuations, and material audits; or inventories required for certification of force account construction performed by the **Owner**; preparation of change orders for extra work done by the **Contractor.**

ARTICLE 6. Method of Payment.

6. 1 Request for Payment. Payments to the **Engineer** for services rendered will be made while work is in progress as executed through a lump sum fee assigned to each work authorization (hereinafter referred to as "**Work Authorization**") in accordance with Article 7 herein. For each **Work Authorization,** the **Engineer** shall prepare and submit to the **Owner** monthly progress reports in sufficient detail to support the progress of the work and in support of a request for payment (hereinafter referred to as "**Request for Payment**"). The progress report shall indicate the percent completion of the work accomplished by the **Engineer** during the billing period and to the date of the **Request for Payment**. On or before noon of the first Monday of each month during the performance of the services, the **Engineer** shall submit to the **Owner** for approval a **Request for Payment**. Payment of the lump sum fee for each **Work Authorization** identified in the **Request for Payment** will be in proportion to the percent completion of the work tasks identified in such **Work Authorizations** together with a detailed breakdown of the amount and the sum of all prior payments. The **Owner** shall review each such **Request for**

Payment and may make such exceptions as the **Owner** reasonably deems necessary or appropriate under the circumstances then existing. About ten (10) working days after the Commissioners Court of the **Owner** meets approving such payment, the **Owner** shall make payment to the **Engineer** in the amount approved as aforesaid subject to Article 6.4 herein and below. If OWNER fails to make any payment due ENGINEER for services and expenses within thirty days after receipt of ENGINEER's invoice therefore, the amounts due ENGINEER will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and, in addition, ENGINEER may, after giving seven days' written notice to OWNER, suspend services under this Agreement until ENGINEER has been paid in full all amounts due for services, expenses and charges. Payments will be credited first to interest and then to principal. In the event of a disputed or contested billing, only that portion so contested may be withheld from payment, and the undisputed portion will be paid.

If the Work Authorization, or any portion(s) thereof, are deleted or otherwise not constructed, compensation to the **Engineer** by the **Owner** for the Work Authorization or such portions of the Work Authorization shall be only the amounts paid the **Engineer** for actual work performed in accordance with the **Work Authorization**(s) approved by the **Owner**.

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

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

(1) The **Engineer** is in default of any of its obligations hereunder or otherwise is in default under this Agreement or under any contract documents related to this Agreement;

(2) Any part of such payment is attributable to the **Engineer**'s services which are not performed in accordance with this Agreement; provided, however, such payment shall be made as to the part thereof attributable to the **Engineer**'s services which were performed in accordance with this Agreement;

(3) The **Engineer** has failed to make payments promptly to consultants or other third parties used in connection with the Work Authorization for which the **Owner** has made payment to the **Engineer**;

(4) If the **Owner**, in good faith judgment, determines that the portion of the compensation then remaining unpaid will not be sufficient to complete the **Engineer**'s services in accordance with this Agreement, no additional payments will be due the **Engineer** hereunder unless and until the **Engineer**, at its sole cost, performs a sufficient portion of the **Engineer**'s services so that such portion of the compensation then remaining unpaid is determined by the **Owner** to be sufficient to so complete the **Engineer**'s services.

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

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

6.6 Waiver. The making of the **Final Payment** shall constitute a waiver of all claims by the **Owner** except those arising from (1) faulty or defective services of the **Engineer** appearing after completion of the **Project**, (2) failure of the **Engineer**'s services to comply with the requirements of this Agreement or any contracts or Agreements related to the Work Authorization, or (3) terms of any special warranties required by this Agreement or provided at law or in equity. The acceptance of **Final Payment** shall constitute a waiver of all claims by the **Engineer** except those previously made in writing and identified by the **Engineer** as unsettled at the time of the **Final Request for Payment**.

ARTICLE 7. Work Authorization. After execution of this Agreement, the **Engineer** shall proceed with the work outlined under Article 2 hereof, only as authorized by the **Owner** through an agreed **Work Authorization** document in the form identified in **EXHIBIT "E"** – ***Work Authorization Form***, attached hereto and made a part of this Agreement. The **Engineer** will identify, as approved by the **Owner**, the needed services for the Work Authorization, as required through the course of the development of the Work Authorization. The **Owner** shall authorize the **Engineer** to perform one or more of the agreed tasks identified in **EXHIBIT "B"**, attached hereto, in the form of individual work authorizations. Upon authorization from the **Owner**, the **Engineer** will prepare a **Work Authorization** document, which will include a description of the work to be performed, including a description of the tasks and milestones, a work schedule, and an estimated cost proposal agreed upon by the **Owner** and the **Engineer**. The estimated cost proposal shall set forth in detail the computation of the cost of each work task, at the hourly rates established and identified in **EXHIBIT "D"**, attached hereto. The **Work Authorization** shall not waive the **Owner**'s and the **Engineer**'s responsibilities and obligations established in this Agreement.

The estimated cost proposal for each **Work Authorization**, developed by the **Engineer** and approved by the **Owner**, shall be used by the **Owner** to appropriate a purchase order for the **Work Authorization**. Each executed **Work**

Authorization shall become a part of this Agreement. Upon satisfactory completion of the **Work Authorization**, the **Engineer** shall submit the Work Authorization's deliverables as specified in the executed **Work Authorization** to the **Owner** for review and acceptance.

Work included in a **Work Authorization** shall not begin until the **Owner** and the **Engineer** have signed the **Work Authorization**. All work must be completed on or before the completion date specified in the **Work Authorization**, unless extended by written agreement by the **Engineer** and the **Owner**. The **Engineer** shall promptly notify the **Owner** of any event that will affect completion of the **Work Authorization**. All **Work Authorizations** must be executed and completed by both the **Engineer** and the **Owner** within the period established for this Agreement as specified in Article 3 hereof.

The final acceptance by the **Owner** of each **Work Authorization** shall serve as evidence of completion, on the part of the **Engineer**, of all services under this Agreement insofar as they pertain to that portion of work identified in the applicable work authorization.

ARTICLE 8. Supplemental Agreements. The terms of this Agreement may be amended by supplemental agreement if the **Owner** determines that (1) there is a need to extend the **Termination Date** identified in Article 3.1 hereof, (2) there has been a significant change in the scope, complexity or character of the services to be performed by the **Engineer**, and/or (3) for any other reason agreeable to the **Owner** and the **Engineer**. All supplemental agreements will be developed in the form identified in **EXHIBIT "F"** – ***Supplemental Agreement Form***, attached hereto and made a part of this Agreement, and incorporated herein by reference as "**Supplemental Agreement**".

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

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

It is distinctly understood and agreed that no claim by the **Engineer** for additional work, as identified in Article 9 hereof, or changes or revisions in work, as identified in Article 10 hereof, shall be made by the **Engineer** until full execution of the **Supplemental Agreement** and authorization to proceed is granted by the **Owner**. The **Owner** reserves the right to withhold payment to the **Engineer** pending verification of satisfactory work performed by the **Engineer**.

ARTICLE 9. Additional Work. If the **Engineer** is of the opinion that any work it has been directed to perform is beyond the scope of this Agreement and constitutes extra work, the **Engineer** shall promptly notify the **Owner** in writing. In the event the **Owner** finds that such work does constitute extra work, the **Owner** shall so advise the **Engineer** and a written supplemental agreement will be executed between the **Owner** and the **Engineer** as provided herein. The **Engineer** shall not perform any proposed additional work or incur any additional costs prior to the execution by both the **Engineer** and the **Owner** of a supplemental agreement. Additional compensation from the Owner to the Engineer shall be paid as a negotiated lump sum fee at the **Contract Rates** specified in **EXHIBIT "D"**, attached hereto. The negotiated lump sum fee shall be incorporated into the supplemental agreement as specified in Article 8 hereof. The **Owner** shall not be liable or under any obligation to compensate the **Engineer** for work performed or costs incurred by the **Engineer** relating to additional work not directly associated with the performance of the work authorized in this Agreement or as amended through supplemental agreement.

ARTICLE 10. Changes or Revisions in Work. If the **Owner** finds it necessary to request changes to the work, and the changes are within the applications of sound engineering principles, the **Engineer** shall make such revisions if requested and directed by the **Owner**.

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

10.2 Previously Approved or Satisfactorily Completed Work. If the **Owner** finds it necessary to request the **Engineer** to make changes to work previously approved by the **Owner** or work satisfactorily completed for which the **Owner** approves or, after a definite plan has been approved by the **Owner**, if a decision is subsequently made by the **Owner**, which for proper execution involves extra services and expenses for changes in or additions to the drawings, specifications or other documents, this will be considered as additional work, and compensation from the **Owner** to the **Engineer** will be in accordance with Article 9 hereof.

10.3 Project Delays. If the **Engineer** is required to perform additional work due to delays by the imposition of causes not within the **Engineer**'s control, such as by the re-advertisement of bids or by the delinquency or insolvency of contractors, such work associated with these delays shall be considered additional work, and the **Engineer** shall be compensated by the **Owner** for such extra services and expense in accordance with Article 9 hereof.

10.4 Reduction of Project Cost. Notwithstanding any provision herein to the contrary, in the event it is necessary for the **Owner** to require changes in the final plan to enable it to reduce the construction cost the **Engineer** will be required to make such revisions or changes. These changes will be considered additional work by the **Engineer**. Payment for this additional work will then be made to the **Engineer** in accordance with Article 9 hereof.

ARTICLE 11. Ownership and Release of Documents.

11.1 Ownership of Documents. Original drawings and specifications are the property of the **Engineer**; however, the Work Authorization deliverables are the property of the **Owner**, and the **Engineer** may not use the drawings and specifications thereof for any purpose not relating to the Work Authorization without the **Owner**'s consent. The **Owner** shall be furnished with such reproductions of drawings and specifications as the **Owner** may reasonably require. Upon completion of the work or any earlier termination of this Agreement under Article 3.4 hereof, the **Engineer** will revise drawings to reflect changes made during construction and will promptly furnish the **Owner** with one complete set of reproducible record prints. Prints shall be furnished by the **Engineer**, as an additional service, at any other time requested by **Owner**. All such reproductions shall be the property of the **Owner** who may use them without the **Engineer**'s permission for any proper purpose relating to the Work Authorization, including, but not limited to, additions to or completion of the Work Authorization. Any additions or revisions by the **Owner** to a drawing signed, sealed, and dated by a registered professional engineer, shall be made in accordance with the Texas Engineering Practice Act and the Rules of the State Board of Registration for Professional Engineers.

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

11.2 Release of Documents or Information. Release of information to the public or others regarding the Work Authorization will be in accordance with the Texas Public Information Act.

ARTICLE 12. Discounts, Rebates, Refunds. In connection with procurement services rendered by the **Engineer**, if procurement services are required of the **Engineer** hereunder, all discounts, rebates and refunds shall accrue to the **Owner**. For some purchases, the **Engineer** may deem that payment within the discount period is not safe; and/or inspection, guarantees, or other considerations may dictate delay. In such cases, the **Engineer** shall promptly notify the **Owner** so that a course of action may be mutually agreed upon by the **Owner** and the **Engineer**.

ARTICLE 13. Records, Accounting, Inspection. The **Engineer** shall keep full and detailed records and accounts in a manner approved by the **Owner**. The **Engineer** shall afford the **Owner**'s authorized personnel and independent auditors, if any, full access to the work performed by the **Engineer** regarding the Work Authorization and to all of the **Engineer**'s books, records, correspondence, instructions, drawings, receipts, vouchers and other documents relating to such work under this Agreement, and the **Engineer** shall preserve all such records for three (3) years after final payment. The **Engineer** shall deliver to the **Owner** upon completion of such work, a statement of the cost of such work detailed according to the accounting procedure and requirements of the **Owner**.

ARTICLE 14. Subcontracting and Assignment. The **Engineer** shall not assign, subcontract or transfer the **Engineer**'s interest in this Agreement without the prior written consent of the **Owner**. The **Engineer** shall bind every subconsultant by written subcontract to observe all the terms of this Agreement to the extent that they may be applicable to each subconsultant. No subcontract relieves the **Engineer** of any responsibilities under this Agreement.

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

ARTICLE 15. Patents. The **Engineer** shall indemnify and save the **Owner** harmless from all liability for alleged or actual infringement of any patent resulting from the use of apparatus or equipment furnished or designed by the **Engineer** or from the use of any process designed by the **Engineer** or effected by said apparatus or equipment, and the **Engineer** shall indemnify and save the **Owner** harmless from and against all costs, legal fees, expenses and liabilities incurred in or about any claim of or action for such infringement; provided, however, that the **Owner** shall promptly transmit to the **Engineer** all papers served on the **Owner** in any suit involving such claim of infringement, and provided further, that the **Owner** permits the **Engineer** to have entire charge and control of the defense of any such suit. If because of actual infringement the use of such apparatus, equipment, or process is enjoined, the **Engineer** shall refund the purchase price thereof in proportion to the length of service uncompleted, the life of such apparatus or equipment being assumed as five years. The **Engineer** hereby grants to the **Owner** a non-exclusive, royalty-free license under patents now or hereafter owned by the **Engineer** covering any machines, apparatus, processes, articles, or products included in the **Engineer**'s work hereunder.

ARTICLE 16. Confidential Information, Inventions and Other Restrictions.

16.1 Confidential Information. The **Engineer** shall not use in any way, commercial or otherwise, except to the extent required by the proper performance of this Agreement; and shall hold in confidence and not disclose to any person, for any reason or at any time, any information relating to the secret processes, products, compositions, machinery, apparatus or trade secrets of the **Owner**, or any other confidential information given to the **Engineer** by any of the **Owner**'s commissioners, elected officials, employees, or representatives or acquired by the **Engineer** during the term of or as a result of this Agreement. Any information not generally available to the public shall be considered secret and confidential for the foregoing purposes; provided, however, that any technical information which was lawfully in the **Engineer**'s possession prior to such disclosure to the **Engineer** by the **Owner** or which is or shall lawfully be published or become part of general knowledge from sources other than the **Engineer** or which otherwise shall lawfully become available to the **Engineer** from a source other than the **Owner**, shall not be subject to these provisions. All the foregoing stipulations shall apply to such information and work hereunder as well as to any information and ideas originated or developed by the **Engineer** in performing such work. Such information may, of course, be disclosed to the proper officials or employees of the **Owner** if necessary to perform the work hereunder. The **Engineer** shall, however, inform each of its employees who receive such information of these restrictions and the **Engineer** shall take all reasonable precautions and exert all reasonable efforts to assure conformance with such restrictions by all of its officers, employees, and agents, obtaining from them if necessary, agreements satisfactory to the **Owner**, effectuating the purposes of this Article.

16.2 Inventions. The **Engineer** shall communicate to the **Owner** at once, and require the **Engineer**'s employees assigned to the Work Authorization to communicate to the **Owner** all inventions and improvements which any of the **Engineer**'s employees, either alone or in conjunction with any of the **Owner**'s employees may conceive, make or discover during the course of or as a result of work on any Work Authorization under this or any ensuing agreement with the **Owner** that relates to the processes, products, compositions, machinery or plants of the **Owner**, or relating in any way to any of the operations in which the **Owner** has been or is engaged at the time, and such inventions and improvements shall become the sole, exclusive property of the **Owner** without any obligation on its part to make any payment therefor in addition to any sums which the **Owner** may be obligated to pay to the **Engineer** as compensation for services rendered by the **Engineer** under contract with the **Owner**. The **Engineer** shall require its employees to execute patent applications and assignments thereof to the **Owner** or its nominees, and powers of attorney relating thereto for any country the **Owner** may designate, and shall take all other actions as the **Owner** may request to maintain and protect such inventions and improvements. The **Owner** shall pay

all costs or charges incurred in protecting such inventions and improvements if the **Owner** desires to protect them. Before assigning any of the **Engineer**'s employees to work under any contract with the **Owner** concerning this Work Authorization, the **Engineer** shall obtain from them agreements satisfactory to **Owner** complying in all respects with the terms and provisions of this Article.

16.3 The rights and obligations set forth in Article 16 shall survive the performance of this Agreement, or any termination, discharge or cancellation thereof.

ARTICLE 17. Engineer's Seal, Responsibility and Warranties.

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

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

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

17.3 Warranties.

(a) The **Engineer** warrants that engineering design work performed by the **Engineer** hereunder shall be in accordance with sound engineering design practices and in conformance with applicable code and standards established for such work.

(b) Notwithstanding anything to the contrary contained in this Agreement, the **Owner** and the **Engineer** agree and acknowledge that the **Owner** is entering into this Agreement in reliance on the **Engineer**'s experience and abilities with respect to performing the **Engineer**'s services hereunder. The **Engineer** accepts the relationship of trust and confidence established between it and the **Owner** by this Agreement. The **Engineer** covenants with the **Owner** to use the **Engineer**'s **best** efforts, skill, judgment and abilities to design the improvements in each Work Authorization and to further the interests of

the **Owner** in accordance with the **Owner**'s requirements and procedures, in accordance with all professional standards, and in compliance with all applicable national, federal, state, county and municipal laws, regulations, codes, ordinances, orders and with those of any other body having jurisdiction. If the development of plans, specifications and estimates (hereinafter referred to as "**PS&E**") are identified in this Agreement under Article 2 hereof or **EXHIBIT "B"**, attached hereto, as part of the services to be provided by the **Engineer** for the Work Authorization, prior to the commencement of construction, the **Engineer** shall certify in writing to the **Owner** that the **PS&E** for the Work Authorization, and the improvements when built in accordance therewith, conform to all applicable governmental regulations, statutes and ordinances then in effect. The **Engineer** represents, covenants and agrees that there are no obligations, commitments or impediments of any kind that will limit or prevent performance of the **Engineer**'s services.

(c) The **Engineer** represents, covenants and agrees that all of **Engineer**'s services to be furnished by the **Engineer** under or pursuant to this Agreement from the inception of the Agreement until the Work Authorization has been fully completed, shall be of the standard and quality which prevail among engineers of similar experience, knowledge, skill and ability engaged in engineering practice throughout Texas under the same or similar circumstances involving the design and construction.

(d) The **Engineer** represents, covenants and agrees that the **Engineer**'s special talent, training and experience cause the **Engineer** to be the prime professional on the Work Authorization; that because of such talent and training, the **Engineer** envisions the construction of the Work Authorization in its entirety, and possesses the special skills which enable the **Engineer** to recognize dangerous conditions that a reasonable, prudent engineer having such special skills could anticipate may arise from the proper use of the improvements after acceptance by **Owner**; that as the design professional, the **Engineer** has some measure of control over any such dangerous conditions; that the **Engineer** has knowledge which will enable the **Engineer** to recognize specific dangers that may arise from the proper use of the improvements after acceptance by **Owner**; and, that the **Engineer** recognizes that any commissioners, elected officials, employees, and agents of the **Owner**, plus residents and owners of property within the area affected by the improvements are within a class of foreseeable persons who will be relying on the improvements being designed in a professional and safe manner.

(e) If the development of **PS&E** is identified in this Agreement under Article 2 hereof or **EXHIBIT "B"**, attached hereto, as part of the services to be provided by the **Engineer** for the Work Authorization, the **Engineer** represents, covenants and agrees that the **PS&E** of the improvements will be accurate and free from any material errors. The **Engineer**

additionally represents, covenants, and agrees to the following: that the design of the improvements will conform to its foreseeable use with all the amenities as set forth in any **PS&E** developed by the **Engineer** for the Work Authorization; that the result of such **PS&E**, if built in accordance therewith, will be suitable for purposes for which the improvement is designed; that the result of **Engineer**'s inspection of the improvements will be suitable for purposes for which the improvements were designed; and, the improvements will be inspected in a workmanlike, professional manner and will be suitable for the Work Authorization's intended purpose. The **Engineer**'s responsibilities as set forth herein shall at no time be in any way diminished by reason of any approval by the **Owner** of any **PS&E** developed by the **Engineer** for the Work Authorization, nor shall the **Engineer** be released from any liability by reason of such approval by the **Owner**, it being understood that the **Owner** at all times is ultimately relying upon the **Engineer**'s skill and knowledge in preparing such **PS&E**.

(f) In connection with the **Engineer**'s performance of procurement services hereunder, if any, the **Engineer** shall use its best efforts to obtain from all vendors of equipment and materials, fullest possible warranties against defective materials and workmanship for the benefit the **Owner**.

ARTICLE 18. Engineer's Resources. The **Engineer** shall furnish and maintain, at the **Engineer**'s own expense, office space for the performance of all services, skilled and sufficient personnel, as well as adequate and sufficient equipment to perform the services as required under this Agreement.

18.1 Project Manager. The **Engineer** shall provide a manager (**Project Manager**) for the Work Authorization that is a registered professional engineer in the State of Texas. The **Project Manager** shall have such knowledge and experience as will enable the **Project Manager** to perform the duties required for the services under this Agreement. The **Engineer** may change the **Project Manager** during the course of the Work Authorization without prior consent of the **Owner**. If, due to situations beyond the control of the **Engineer**, the **Engineer** must change the **Project Manager** prior to the completion and acceptance of the improvements, the **Engineer** will submit a request to change the **Project Manager** to the **Owner** for approval.

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

Owner. The **Engineer** certifies that **the Engineer** presently has employed sufficient and qualified personnel, and will maintain sufficient and qualified personnel for performance of the services under this Agreement.

18.3 Documents/Information Exchange. The purpose of this Article is to define the required automated resources, format for graphics files, and information exchange pertaining to the Work Authorization. Taking into consideration that the **Owner** has a significant investment in the development of the improvements, there is a need for the **Engineer** to provide consistency in document development for information exchange. Consistency in document development for information exchange and production will help facilitate an economically efficient improvement. Therefore, the **Engineer** shall provide the **Owner** with documents and information in accordance with the special requirements outlined in **EXHIBIT "B"** attached hereto.

ARTICLE 19. Indemnification. To the fullest extent permitted by applicable law, the **Engineer** and its agents, partners, subcontractors, and consultants (collectively "**Indemnitors**") shall and do agree to indemnify, and hold harmless the **Owner**, the **Owner**'s respective directors, elected officials, employees and agents (collectively "**Indemnitees**") from and against all claims, damages, losses, liens, causes of action, suits, judgments and expenses, including attorney fees, of any nature, kind or description (collectively "**Liabilities**") of any person or entity whomsoever arising out of, caused by or resulting from the negligent performance of the **Engineer**'s services through activities of the **Engineer**, its agents, partners, subcontractors and/or consultants performed under this Agreement, and which are caused by or result from error, omission, or negligent act of the **Engineer** or of any person employed or contracted by the **Engineer** provided that any such **Liabilities** (1) are attributable to bodily injury, personal injury, sickness, disease or death of any person, or to the injury to or destruction of tangible personal property including the loss of use and consequential damages resulting therefrom and (2) are caused in whole or in part by any negligent act or omission of the **Engineer**, anyone directly or indirectly employed by the **Engineer** or anyone for whose acts the **Engineer** may be legally liable. The **Engineer** shall also save harmless **the Owner** from any and all expense, including, but not limited to, attorney fees which may be incurred by the **Owner** in litigation or otherwise resisting said claim or liabilities which may be imposed on the **Owner** as a result of such activities by the **Engineer**, its agents, partners, subcontractors and/or consultants. In this connection, it is agreed and understood that **the Engineer** shall not be responsible for any portion of the liability proximately caused by the **Owner**'s negligence.

ARTICLE 20. Joint and Several Liability. In the event more than one of the **Indemnitors** are connected with an accident or occurrence covered by the indemnification in Article 19 hereof, then each of such **Indemnitors** shall be jointly and

severally responsible to the **Indemnitees** for indemnification and the ultimate responsibility among such **Indemnitors** for the loss and expense of any such indemnification shall be settled by separate proceedings and without jeopardy to any **Indemnitee**. The provisions of this Article shall not be construed to eliminate or reduce any other indemnification or right which the **Owner** or any of the **Indemnitees** has by law.

ARTICLE 21 Insurance. The **Engineer** shall obtain and maintain insurance in the limits of liability for each of the types of insurance coverage identified as follows:

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

(2) Commercial General Liability, endorsed with the **Owner** as an additional insured and endorsed with a waiver of subrogation in favor of the **Owner** *all to the extent of the liabilities assumed by the Engineer under Article 19 and Article 20 herein*, in limits of liability not less than one million dollars (**$1,000,000**) combined single limit each occurrence and in the aggregate for bodily injury and property damage.

(3) Texas Business Automobile Policy, endorsed with the **Owner** as an additional insured and endorsed with a waiver of subrogation in favor of the **Owner** *all to the extent of the liabilities assumed by the Engineer under Article 19 and Article 20 herein*, in limits of liability not less than two hundred fifty thousand dollars (**$250,000**) each person for bodily injury, five hundred thousand dollars (**$500,000**) each occurrence for bodily injury, and one hundred thousand dollars (**$100,000**) each occurrence for property damage.

(4) Professional Liability in limits of **$1,000,000** each claim and aggregate.

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

insurance policy in the minimum limits of liability and requirements identified above until one year following the date of the acceptance of the Work Authorization by the **Owner**.

ARTICLE 22. Compliance with Laws. The **Engineer** shall comply with all applicable Federal, State and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Agreement, including, without limitation, worker's compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the **Engineer** shall furnish the **Owner** with satisfactory proof of its compliance therewith.

ARTICLE 23. Noncollusion. The **Engineer** warrants that the **Engineer** has not employed or retained any company or persons, other than a bona fide employee working solely for the **Engineer**, to solicit or secure this Agreement, and that the **Engineer** has not paid or agreed to pay any company, engineer or any other person or entity any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or execution of this Agreement. For breach or violation of this warranty, the **Owner** shall have the right to annul this Agreement without liability or, in the **Owner**'s discretion, to deduct from the ***Services Fee***, or otherwise recover, the full amount of each fee, commission, percentage, brokerage fee, gift or contingent fee.

ARTICLE 24. Gratuities. The **Owner** mandates that employees of the **Owner** shall not accept any benefits, gifts or favors from any person doing business or who reasonably speaking may do business with the **Owner** under this Agreement; the only exceptions allowed are ordinary business meals. Any person doing business with or who may reasonably seeking to do business with the **Owner** under this Agreement may not make any offer of benefits, gifts or favors to **Owner** employees, except as mentioned herein above. Failure on the part of the **Engineer** to adhere to this provision may result in the termination of this Agreement.

ARTICLE 25. Payment of Franchise Tax. The **Engineer** hereby certifies that the **Engineer** is not delinquent in Texas franchise tax payments, or that the **Engineer** is exempt from, or not subject to, such a tax. A false statement concerning corporation's franchise tax status shall constitute grounds for termination of the Agreement at the sole option of the **Owner**.

ARTICLE 26. Disputes. The **Engineer** shall be responsible for the settlement of all contractual and administrative issues arising out of any procurement made by the **Engineer** in support of the services under this Agreement.

ARTICLE 27. Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not

affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

ARTICLE 28. Notices. All notices to either party by the other required under this Agreement shall be personally delivered or mailed to such party at the following respective addresses:

OWNER:	***Hidalgo County***	**ENGINEER:**	**TEDSI Infrastructure Group, Inc.**
	100 East Cano, 2nd Floor		**1201 E. Expressway 83**
	Edinburg, Texas 78539		**Mission TX 78572**

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

ARTICLE 29. Miscellaneous Provisions.

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

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

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

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

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

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

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

(h) This Agreement may only be amended by a written document executed by the **Owner** and the **Engineer** as provided by Article 8 herein.

ARTICLE 30. Signatory Warranty The undersigned signatory or signatories for the **Engineer** hereby represent and warrant that the signatory is an officer of the organization for which he or she has executed this Agreement, and that he or she has full and complete authority to enter into this Agreement on behalf of the **Engineer**. The above-stated representations and warranties are made for the purpose of inducing the **Owner** to enter into this Agreement.

IN WITNESS WHEREOF, the **Engineer** and the **Owner** have caused this **Agreement for Professional Services** to be effective as of the 30th day of September, **2008**.

ENGINEER:
TEDSI Infrastructure Group, Inc.

BY: _____
Jesse Salinas, Chief Executive Officer

OWNER:
HIDALGO COUNTY

BY: _____
Juan D. Salinas III, County Judge

ATTEST:

By: _____
Arturo Guajardo Jr., Hidalgo County Clerk

ATTACHMENTS:

EXHIBIT A	-Scope of Services to be Provided by the Owner
EXHIBIT B	-Scope of Services to be Provided by the Engineer
EXHIBIT C	-Work Schedule
EXHIBIT D	-Engineer's Contract Rates
EXHIBIT E	-Work Authorization Form
EXHIBIT F	-Supplemental Agreement Form
EXHIBIT G	-Certificate of Insurance (*Hidalgo County*)

Approved As To Form:
Atlas & Hall, LLP

By: _____

EXHIBIT "A"
SERVICES TO BE
PROVIDED BY OWNER

EXHIBIT "A"

Services to be Provided by the Owner

The following provides an outline of the services to be provided by the **Owner** in the development of the **Work Authorizations.**

The **Owner** will provide to the **Engineer** the following:

1) Prepare and execute a Purchase Order with Hidalgo County Purchasing Department
2) Authorization to the Engineer to begin work.
3) Payment for work performed by the engineer.
4) Assistance to the Engineer, as necessary, to obtain required data and information from other local, regional, and state agencies that the Engineer cannot easily obtain.
5) Secure required Environmental permits from regulatory agencies
6) Acquire additional Right of Way identified by the Engineer
7) Provide any available relevant data that may on file concerning the Project.
8) Provide timely review and decisions in response to the Engineers request for information and/or submittals and deliverables.
9) Attend and participate in progress meetings as required and as coordinated and conducted by the Engineer.
10) Advertise and award, as assisted and recommended by the Engineer, construction contracts for the PS&E developed by the Engineer.
11) Attend pre-bid and pre-construction conferences coordinated and conducted by the Engineer.
12) Review and approve monthly and final estimates, developed by the Engineer, for payment to the Contractor. Compensate and pay the Contractor for work performed as identified in the approved monthly and final estimates.
13) Provide assistance to Engineer where necessary and possible with Owner information/resources to ensure project is completed within timely/efficient basis.
14) Provide Engineer with Geotechnical Data for pavement design and thickness.

EXHIBIT "B"
SCOPE OF SERVICES
TO BE PROVIDED BY ENGINEER

EXHIBIT "B"

Generalized Services to be Provided by the Engineer

The engineer shall provide the following engineer services required for the preparation of the plans, specification and estimate, and related documents for the above noted project. The Engineer shall maintain a direct line of communication and coordinate very closely with the Hidalgo County.

ROUTE AND DESIGN STUDIES

1) Develop and assemble Preliminary Construction Cost Estimates at 30%, 60% and 90% milestone submittals.
2) Develop Roadway Design Criteria; prepare the Design Summary Report.
3) Attend, participate and document the Design Concept Conference.
4) Conduct additional soil core hole drilling to supplement those already collected. Utilize existing soil boring information if available.
   a) Retaining Walls
   b) Miscellaneous Structures
   c) Bridges
5) Prepare foundation information summary for all structures.
6) Develop a feasibility study, design alternative analysis and/or a geometric schematic
7) Assist in developing a public involvement plan and accomplish tasks as necessary to effectuate the plan
8) Identify existing right of way limits and locate all major utilities within the study limits.
9) Determine minimum ROW and easement requirements using the proposed typical sections and preliminary cross sections. Adjust the proposed typical sections to accommodate refinements in design of the proposed alternative. Such refinements may include widening of pavement for turn lanes, changes in side slopes to reduce ROW requirements, use of retaining walls to minimize ROW and environmental impacts, addition of the proposed pavement design section, and other changes in the roadway typical sections.
10) The ENGINEER will provide an Engineering Summary Report outlining the various design alternatives considered with reasons for selection of the preferred alternative. All of the engineering analysis and methodology used in determining the preferred alternative will be documented in the report.
11) Conduct an analysis of traffic operations (level of service) for the intersecting streets using acceptable simulation software based on traffic data provided by TxDOT. This analysis will be used to determine the appropriate intersection design. Diagrams will also be developed of the existing and projected traffic volumes and turning movements, to be shown on the schematic drawing.
12) Obtain traffic counts at specific locations using tube counters and or personnel to obtain traffic counts.

SOCIAL, ECONOMIC AND ENVIRONMENTAL STUDIES, AND PUBLIC INVOLVEMENT

1) Prepare environmental questionnaire and associated exhibits.
2) Prepare environmental documents (categorical exclusions or assessments) including the following elements, as appropriate:
   a) Description of the existing facility/setting and environment
   b) Description of the proposed action including appropriate discussions of roadway construction, utility construction, right-of-way needs and funding/construction cost
   c) Explanation of the need and purpose for the project
   d) Discussion of reasonable alternatives
   e) Potential social, economic and environmental factors
      i) Social impacts
         (1) Relocations/displacements of people, businesses and farms
         (2) Environmental justice
         (3) Community Cohesion
         (4) Social Economic Data
         (5) Land Use
         (6) Regional and community growth

(7) Public facilities and services

ii) Economic impacts (i.e. property values, regional and individual access,

(1) emergency response) iii. Environmental impacts (i.e. land use, water quality, noise, air quality,

(2) vegetation, endangered species, historic/archaeological/cultural

(3) resources, hazardous materials/contamination)

3) Discussion of secondary impacts
4) Conclusion of findings
5) Schedule, coordinate, attend and follow-up activities for public involvement meeting(s) and/or hearing(s).
6) Prepare exhibits for the public meetings, railroads, etc. as required.
7) The ENGINEER will perform evaluations and other tasks related to permitting issues for particular locations or elements of the project.

RIGHT-OF-WAY & UTILITIES

1) Right-of-Way:
   a) Identify areas where temporary construction/driveway easements or agreements may be required.
   b) Prepare exhibits for driveway penetration agreements.
   c) Identify areas where additional rights of way or drainage easements may be required.
2) Utility Coordination:
   a) Identify & map existing and proposed utility locations. Proposed utilities will only be mapped if Microstation files depicting the proposed utilities are supplied by the utility company and they line up with the project datum and coordinate system.
   b) Coordinate and attend utility coordination meetings. Engineer to provide copies of plans and cross sections to the utility companies.
   c) Incorporate resolutions from utility coordination meetings into plans.
   d) Coordinate with utility companies to determine areas of conflicts.
   e) Provide coordination of utility adjustments with assistance from County. Provide technical assistance and meeting exhibits as needed. Verify utility relocation plans are in accordance with TxDOT's Utility Accommodation Policy Manual.

FIELD SURVEYING

1) Obtain right of entry (short of litigation) to adjacent properties, as required.
2) Cross section drainage channels and drainage facilities as required.
3) Ties to existing bridges, bridge foundations, culverts and other existing drainage facilities as required.
4) Locate proposed soil core holes as drilled.
5) Establish x, y, and z coordinates of power poles, manholes and valves of various utilities, flow lines of existing sanitary sewer and storm sewer lines, and subsequent utility ties of facilities exposed by others.
6) Update planimetries to accurately reflect changes in topography due to development, erosion, etc.
7) Provide aerial survey services to produce
   a) Digital Terrain Models
   b) Digital Ortho Rectified Photos
   c) Digital planmetric
8) Re-establish project baseline and appropriate offset(s) - recover and verify.
9) Provide project ties at limits of project in order to provide adequate length to establish grades.
10) Temporary signs, traffic control, flags, safety equipment, etc. Traffic control includes services of warning sign company to provide lane closures as required for safety of survey personnel.

ROADWAY DESIGN CONTROLS

1) Grading Design
   a) Finalize horizontal and vertical alignments, and superelevation transitions of roadways based upon the approved schematic layout. Determine vertical clearances at grade separations and overpasses, taking into account the appropriate superelevation rate. Prepare Horizontal Alignment Data sheets, Horizontal Alignment Layout sheets, and

Survey Control Data sheets.

b) Prepare Project Layout sheets.
c) Develop Typical Sections & Form 1002 for submittal & approval. Prepare Existing and Proposed Typical Section sheets.
d) Prepare Existing Plan sheets and Planing Layout sheets.
e) Prepare plan and profile sheets for roadway and intersecting streets as required for widening and/or reconstruction.
f) Develop Design Cross Sections - Design Cross Sections shall be submitted in electronic format and on 11" x 17" paper sheets or roll drawings. Design Cross-sections shall incorporate the following details on each section:
    i) Baseline & ROW Designations.
    ii) Existing Natural Ground, Finished Grade
    iii) .Earthwork will be calculated according to specification and calculations shown for each cross section.
    iv) Side Slope ratios.
    v) Driveways as required.
g) Determine roadway quantities, including cut and fill quantities, and prepare quantity summary sheets. Show earthwork quantities on the plan sheets and cross sections.

DRAINAGE

1) Hydraulic Drainage Study and Documentation
    a) Gather information regarding existing drainage features, facilities and watersheds.
    b) Evaluate existing drainage conditions.
    c) Develop drainage area map and discharge rates. D. Hydraulic computations
        i) Cross Drain Culverts
        ii) Channels
        iii) Storm drainage/inlets
        iv) Drainage analysis of waterways
        v) Surface Channels/Ditches
2) Layout, Structural Design and Detailing of Drainage Features
    a) Culverts replacements and or extensions with impact analysis based on FEMA criteria for 100 year storm.
    b) Storm drains
        i) New storm drainage
        ii) Modify existing storm drains
        iii) Inlets
        iv) Manholes
        v) Trunk lines
        vi) Temporary drainage facilities
3) Storm Water Pollution Prevention Plan (SW3P)
    a) Develop SW3P Narrative
    b) Develop separate SW3P Plans for each phase of construction. SW3P controls may include but are not limited to temporary sediment fence, construction exits, detention ponds, and rock berms.
        i) Development of plans and details for Best Management Practices (BMPs) for permanent water quality features.
        ii) Scour evaluations and preparation of scour report as needed.
        iii) Determine quantities for drainage and SW3P items and prepare Summary of Quantity sheets.

SIGNING, MARKINGS AND SIGNALIZATION

1) Develop Traffic Signal Plans as required. Prepare Traffic Signal Layout and Detail Sheets
    a) Determine quantities and prepare quantity summary sheet
        i) List of all bid items
        ii) Bid item quantities
        iii) Specification item number
        iv) Paid item description and unit of measure
    b) Basis of estimate sheet (list of materials)

c) General notes and specification data sheet
d) Plan sheet(s)
    i) Existing traffic control that will remain (signs and markings)
    ii) Existing utilities
    iii) Proposed highway improvements
    iv) Proposed installation
    v) Proposed additional traffic controls
    vi) Proposed illumination attached to signal poles.
e) Notes for plan layout
f) Phase sequence diagram(s)
    i) Signal locations
    ii) Signal indications
    iii) Phase diagram
    iv) Signal sequence table
    v) Flashing operation (normal and emergency)
    vi) Preemption operation (when applicable)
    vii) Interval timing, cycle length and offset
g) Construction detail sheets(s)
    i) Poles (TxDOT standard sheets)
    ii) Detectors
    iii) Pull Box and conduit layout
    iv) Controller Foundation standard sheet
h) Barricade and warning sign standard sheet and any special details for work zone traffic control for special conditions
i) General Traffic Signal Requirements
    i) Contact local utility company
        (1) Confirm power source
        (2) Discuss route of aerial or underground interconnect cable (when applicable)
        (3) Adjustment of overhead utility lines
    ii) Prepare governing specifications and special provisions list
    iii) Prepare traffic signal estimate

2) Signing and Pavement Marking Plans
a) Signing and Pavement Marking Layouts, details include:
    i) Roadway layout
    ii) Center line with station numbering
    iii) ROW lines
    iv) Culverts and other structures that present a hazard to traffic
    v) Approximate location of utilities
    vi) Existing signs to remain, to be removed, to be relocated
    vii) Proposed signs (illustrated and numbered)
    viii) Proposed markings (illustrated and quantified) which include pavement markings, object markings and delineation
    ix) Quantities of existing pavement markings to be removed
    x) Proposed delineators and object markers
b) Determine quantities and prepare Summary of Small Signs Tabulation
c) Determine quantities and prepare Summary of Large Signs Tabulation including all Guide Signs
d) Sign Detail Sheets
    i) All signs except route markers
    ii) Design details for large guide signs
    iii) Dimensions of letters, shields, borders, corner radii etc.
    iv) Designation of shields attached to guide signs
    v) Designation of arrow used on exit direction signs
e) Determine final pavement marking and delineation quantities and prepare Pavement Marking Summary sheet

MISCELLANEOUS (ROADWAY)

1) Retaining Walls
   a) Prepare Retaining Walls Layouts and Details, possible wall types:
   b) Retaining Wall Layouts (PLAN), include:
      i) Designation of reference line
      ii) Beginning and ending retaining wall stations
      iii) Offset from reference line
      iv) Horizontal curve data
      v) Total length of wall
      vi) Indicate face of wall
      vii) All wall dimensions and alignment relations (alignment data as necessary)
      viii) Soil core hole locations
      ix) uncontaminated, subsurface drainage details
   c) Retaining Wall Layouts (ELEVATION), include:
      i) Top of wall elevations at each joint or intervals
      ii) Existing and finished ground line elevations
      iii) Limits of measurement for payment
      iv) Top and bottom of wall profiles and soil core hole data plotted at correct station and elevation. The plot shall be at the same scale as the wall profile. Ground water elevations and the observation date shall be shown.
      v) Uncontaminated, subsurface drainage details
   d) Foundation Studies shall be obtained at approximately 100 foot intervals along retaining wall alignments over soft or questionable ground. The core holes shall extend a minimum of 15 feet below the footing elevation or deeper (as soil conditions warrant). In no instance should the spacing of core holes exceed 500 feet.
   e) Determine Retaining Wall Quantities and Estimate. Prepare Summary of Quantities sheet.
   f) Typical Retaining Wall cross sections.
   g) General Guidelines for Retaining Walls. For projects where total estimated retaining wall quantity exceeds 30,000 square feet, preliminary retaining wall layouts shall be submitted no later than 6 months prior to the Austin Division PS&E submission deadline.
2) Illumination
   a) Illumination Plan Layouts
      i) Roadway layout noting pavement edges, shoulders, curbs, retaining walls, etc.
      ii) Center line with station numbering.
      iii) ROW lines.
      iv) Symbol legend. Use department standard symbols for lighting and electrical.
      v) Culverts and other structures that present a hazard to traffic.
      vi) Location of underground utilities, if not shown on plan profile.
      vii) Location of overhead electrical lines, both crossing and parallel to ROW.
      viii) Existing sign lighting circuits and roadway illumination to remain or be removed.
      ix) Existing service poles, electrical circuits, ground boxes, etc.
      x) Contact electric utility for service pole locations, voltage characteristics.
      xi) Location of proposed roadway illumination
      xii) Proposed electrical circuits.
      xiii) Tabulation of all quantities including proposed, existing to be relocated, existing to be removed. The layout sheet quantities and lighting summary shall be shown. Tabulations to include estimated quantity with a column for final quantities.
   b) Prepare FAA forms and letters if required.
3) Determine if intersections at the frontage roads will require re-grading to meet ADA requirements across the accessible route.
4) Widen the intersections for right turn lanes and left turn lanes as identified by the TxDOT Traffic Engineer.
5) Develop Miscellaneous Roadway Details.

6) Develop Driveway Details & Summaries. Determine and design driveways required for reconstruction to meet ADA requirements.
7) Formulate and Prepare Traffic Control Plan, Detours and Sequence of Work Narrative. Develop Traffic Control Plan (TCP) for all phases of construction. A detailed TCP shall be developed when traffic handling during construction involves complications for which a feasible solution is not covered by the current Texas MUTCD, the current Barricade and Construction (BC) Standards or the current Traffic Control Plan Standards (TCP). For the purposes of this contract, the TCP will be developed according to the District's Guidelines for Traffic Handling. For the purposes of this contract, the traffic control plans (including temporary drainage, signing, striping and signalization) will be developed in conjunction with adjoining projects, and shall include Traffic Management System and Joint Bid Utility facilities. The Engineer shall interface and coordinate alt phases of work, including the traffic control plans, with the State's consultant(s) preparing the PS&E of the proposed project immediately adjacent to this project.
   a) Formulate overall Traffic Control concepts and construction sequence phases.
   b) Develop Sequence of Work Narrative describing of all phases of the TCP that typically appears in the construction contract proposal. As such, the narrative is not required to appear on the individual TCP sheets.
   c) Develop TCP Layouts and Details for all phases of construction. The following items are required on all TCP Layouts:
      i) The sequence of construction and method of handling traffic during each phase.
      ii) The existing and proposed traffic control devices that will be used to handle traffic during each construction sequence. Include temporary signals, regulatory signs, warning signs, construction warning signs, guide signs, route markers, construction pavement markings, channelizing devices, portable changeable message signs, flashing arrow boards, barricades, barriers, and temporary illumination.
      iii) The proposed traffic control devices (stop signs, signals, flag person, etc.) at grade intersections during each construction sequence.
      iv) Where detours are provided, typical and design cross sections shall be shown and/or provided.
      v) Road construction work hours shall be directed by the State and specified for all phases of the TCP.
   d) Develop TCP quantities and prepare Summary of Quantity sheets.
   e) Develop CPM Construction Schedule utilizing Suretrack Software.
8) Prepare Title Sheet and Index sheets.
9) Calculate project quantities and prepare quantity summary sheets.
10) Prepare special specifications for non-standard items, if required, and a list of special provisions to be used. New specification book will be utilized on this project.
11) Prepare general notes applicable to the project.
12) Prepare list of TxDOT Standard Drawings to be included in the plans, provide mylar of each.
13) Prepare, if needed, a list of:
   a) Right-of-Way (ROW) encroachments
   b) ROW parcels
   c) Utility conflicts and relocations
   d) Surface Aggregate Selection Form
   e) Engineering certifications
14) Assemble plans for project milestones. Three reproducible paper (11" x 17") copies of the plans shall be submitted to the TxDOT Contract Management Office at the 30%, 60%, 90% and 95% design completion stages.
15) The 95% design completion submittal shall include those items listed in the Pharr District Checklist.
16) Attend review meetings for project milestones and make necessary revisions to the plans.
17) Upon completion of the District review of the plans, the Engineer shall assemble and furnish signed original Mylar (11" x 17") drawings which shall include all applicable standards.
18) Assemble and furnish CADD files of all project files.
19) Coordinate with County staff, TxDOT, local municipal agencies, utility companies, and subconsultants.
20) Agreements - Prepare exhibits for Utility Agreements at 30%, 60%, and 90% project review milestones. This will consist of paper copies of Plan & Profile sheets, typical sections, cross sections, traffic signal and illumination foundation locations and the title sheet. Work does not include design of utility adjustments.
21) Prepare exhibits for railroad agreements.

BRIDGE DESIGN

1) Preparation of Structural Details
   a) New Structures
   b) Replacement Structures and Widenings
   c) Bridge Classification Culverts
      i) New Bridge Class structures as required
      ii) Modification/extension of existing structures as required
2) Preparation of Bridge Layouts (each bridge)
   a) Bridge Layouts (PLAN)
      i) Horizontal curve information or bearing of centerline.
      ii) Including horizontal, vertical, and template information of all roadways or railroads crossed.
      iii) Bearing of center line or reference line.
      iv) Skew angle(s).
      v) Slope for header banks and approach fills.
      vi) Control stations at beginning and ending of bridge (with deck elevation), intersections, etc.
      vii) Approach pavement and crown width.
      viii) Bridge roadway width and curbs, face of rail, shoulders, or sidewalks.
      ix) Bridge end treatments (cement stabilized backfill details, etc.)
      x) Limits and type of riprap.
      xi) Proposed features under structure.
      xii) Location of profile grade line.
      xiii) North arrow.
      xiv) Typical bridge roadway section including preliminary proposed beam types and spacings.
      xv) Cross slope and superelevation data.
      xvi) Minimum horizontal clearances will be calculated and indicated (dimensioned) to controlling features, when applicable.
      xvii) Location of soil core holes (station and offset), shown on layout.
      xviii) Bent stations and bearings.
      xix) Retaining wall locations.
      xx) Traffic flow directional arrows.
      xxi) Railing types shown (use single slope railing unless otherwise directed).
      xxii) Joint types and seal size, if used.
      xxiii) Beam line numbers consistent with span details.
      xxiv) Critical horizontal clearances (location of railroad tracks, nearby structures and utilities).
      xxv) Bearings of utilities.
      xxvi) Overhead sign bridge locations, if applicable
   b) Bridge Layouts (ELEVATION)
      i) Type of foundation.
      ii) Finished grade elevations at beginning and end of bridge,
      iii) Overall length of structure.
      iv) Length, type of spans and units.
      v) Type of railing.
      vi) Minimum calculated vertical clearance(s).
      vii) Existing and proposed ground lines clearly marked.
      viii) Grid elevations and stations.
      ix) Bent numbers encircled.
      x) Stationing of bridge compatible with grid stations.
      xi) Standard title.
      xii) Profile grade data.
      xiii) Type of riprap.
      xiv) Soil Core Hole information with penetrometer test data shall be shown on the bridge layout at correct station,

elevation and scale.

xv) Dowel locations at all bents.

xvi) Column "H" heights.

xvii) Number, size and length of foundations.

xviii) Overhead sign bridge locations.

c) Additional layout requirements for waterway structures and bridge classification culverts.

i) Design and 100-year peak discharges.

ii) Design and 100-year high water (HW). (Recorded HW and date if available.)

iii) Natural and through-bridge velocities for design and 100-year floods.

iv) Calculated backwater for design and 100-year floods.

v) Direction of flow for waterway crossings.

vi) Contours for water crossing.

3) Bridge Classification Culvert, Estimate, Quantities, and Specifications (each bridge)

4) The minimum number of soil core holes shall be determined in accordance with Section 1-301 of the Bridges and Structures Foundation Exploration and Design Manual. Soil core holes shall be obtained at approximately 200 foot intervals along bridge alignments. Texas cone penetrometer (TCP) tests shall be conducted in all soil types encountered at a maximum of 10 foot intervals. If single column bents with single drilled shafts are planned, TCP values should betaken at closer intervals in the upper 15 feet.

5) Bridge Total Quantities, Cost Estimates, and Summary Sheets (each bridge)

6) Bridge Special Provisions and Specifications (each bridge)

7) Bearing seat elevations for each beam or girder. Top of cap elevations for non-beam type structures.

8) General Guidelines for Bridge Design - The Engineer shall prepare a bridge layout of each bridge structure for the District's review and approval. The bridge layout shall be in conformance with the Bridges and Structures, Operation and Planning Manual and the Bridges and Structures, Detailing Manual. Soil core hole data is not required for submission of the preliminary bridge layout. No bridge design work is to be performed until the State has given the Engineer written approval of the preliminary bridge layout. Several months may be required after the preliminary bridge layout is submitted for the District to obtain approval and/or permits from the following: TxDOT Design Division, FHWA, US Army Corps of Engineers, Texas Parks and Wildlife. Consequently, the Engineer's design contract schedule should reflect all bridge layouts being submitted at the earliest possible date, and generous review times should be associated with the submittals.

9) General Bridge Design Considerations

a) Consider use of integral abutment in conjunction with cantilever drilled shaft wall.

b) Provide structural evaluation for the possibility of using existing bridge drilled shafts and/or columns if the bridge is replaced.

c) Provide recommendations for the possibility of using pre-cast caps or columns.

CONSTRUCTION PHASE SERVICES

1) Review and approve shop drawings

2) Review and approve form details

3) Respond to request for information (RFI)

4) Provide engineer services for development of field changes

5) Provide technical support for answering general questions and clarification of information on plans

6) Attend pre-construction meeting

7) Other project related task to support construction activities.

EXHIBIT "C"
WORK SCHEDULE

EXHIBIT "C"

Work Schedule

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

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

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

EXHIBIT “D"
FEE SCHEDULE

EXHIBIT D

Lump Sum Payment Basis

DIRECT LABOR

Labor/Staff Classification	* TxDOT BASE RATE FY08	* TxDOT CONTRACT RATE FY09	* TxDOT CONTRACT RATE FY10
Sr. Project Manager	$57.19	$183.19	$190.52
Project Manager	$55.30	$177.14	$184.23
Sr. Engineer	$48.22	$154.46	$160.64
Project Engineer	$42.94	$137.55	$143.05
Design Engineer	$32.27	$103.37	$107.50
Sr. Engineer Tech	$36.81	$117.91	$122.63
Engineering Techr	$32.27	$103.37	$107.50
CADD Operator	$24.81	$79.47	$82.65
Admin/Clerical	$18.43	$59.03	$61.39

Overhead Rate: 175.00%
Profit: 12.00%
Annual Escalation of 4%
* Contract rate include labor, overhead and profit. All rates are negotiated rates and are not subject to change or adjustment during FY 08 to FY 10.

DIRECT EXPENSES

DESCRIPTON	UNIT	COST
Mileage	MILE	$ Current GSA Travel Rate/Mi.
Car Rental	DAY	$ 100.00
Lodging (in state)	Day/Person	$ 85.00
Meals	DAY/PERSON	$ 36.00
Air Travel	ROUND TRIP/PERSON	$ Coach Rate
Overnight Carrier (11"x 17"Box)	EA	$40.00
GPS Equipment	HR	$50.00
Copies (8 ½ x 11)	EA	$0.10
Color Copies (8 ½ x 11)	EA	$0.50
Copies (11 x 17)	EA	$1.20
Color Copies (11 x 17)	EA	$2.00/ea
Mylar (11 x 17) Plots	EA	$2.00
Color Mylar (11 x 17) Plots	EA	$4.25
Bond Plots	SF	$1.00
Color Bond Plots	SF	$2.50
Mylar Plots	SF	$2.50
Color Mylar Plots	SF	$5.00
Photo Quality Color Plots	SF	$6.00

Profit not allowed on direct expenses. No documentation required for lump sum amounts. Invoicing by percent complete includes combination of direct labor and direct expenses.

EXHIBIT "E"
WORK AUTHORIZATION

EXHIBIT "E"

HIDALGO COUNTY
Professional Engineering Services
Agreement # _____
Work Authorization Form

WORK AUTHORIZATION NO._____

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Article 7 of the **Agreement** made by and between the **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**", and **TEDSI Infrastructure Group, Inc.**, professional engineers of Mission, Texas, hereinafter called the "**Engineer**".

PART 1.Scope of Work. The purpose of this Work Authorization is to provide services for Mile 2W from Mile 12 North to 0.44 north of US-83 as indicated below:

The scope of services to be provided by the **Owner** is identified in **ATTACHMENT "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 **ATTACHMENT "B"** –***Scope of Services to be Provided by the Engineer*** attached hereto.

PART 2. Estimated Cost. The Lump Sum cost for services under this Work Authorization is $_____. This amount is based upon the costs outlined in the ***Estimated Cost Proposal*** attached hereto as **ATTACHMENT "D"**.

PART 3. Payment. Compensation and payment to **the Engineer** for the services established under this Work Authorization shall be made in accordance with Articles 5, 6, and 7 of the **Agreement**.

PART 4. Funding. This Work Authorization No. 1 shall be funded through funding source:
Account No. _-_ _ _ _-_ _ _-_ _-_ _ _-_ _ _-_-_ _ _
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.

PART 6. Responsibilities and Obligations. This Work Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 7. Acceptance and Acknowledgement.
Acknowledgement and confirmation by Hidalgo County Precinct No. 1 .
Commissioner Sylvia Handy as to content and detail of this Work Authorization No. # 1 .

HIDALGO COUNTY
COMMISSIONER PRECINCT NO. 1:

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:
TEDSI INFRASTRUCTURE GROUP, INC.

_____
By: Jesse Salinas, Chief Executive Officer

THE OWNER:
HIDALGO COUNTY

_____
By: Juan D. Salinas, III, County Judge

ATTEST:

_____
By: Arturo Guajardo Jr., County Clerk

LIST OF ATTACHMENTS

ATTACHMENT "A" - Services to be Provided by the Owner
ATTACHMENT "B" - Services to be Provided by the Engineer
ATTACHMENT "C" - Work Schedule
ATTACHMENT "D" - Estimated Cost Proposal

EXHIBIT "F"
SUPPLEMENTAL AGREEMENT

EXHIBIT "F"

Professional Engineering Services
Agreement # _____
Supplemental Agreement Form

WORK AUTHORIZATION NO. __
SUPPLEMENTAL AGREEMENT NO. ___

THIS **SUPPLEMENTAL AGREEMENT** is made pursuant to the terms and conditions of Article 8 of the **Agreement** made by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**", and **TEDSI INFRASTRUCTURE GROUP, INC.**, professional engineers of Mission, Texas, hereinafter called the "**Engineer**".

PART 1.Scope of Work. The purpose of this Work Authorization is to provide services for Mile 2W from Mile 12 North to 0.44 north of US-83 as indicated below:

The scope of services to be provided by the **Owner** is identified in **ATTACHMENT "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 **ATTACHMENT "B"** –***Scope of Services to be Provided by the Engineer*** attached hereto.

PART 2. Estimated Cost. The Lump Sum cost for services under this Supplemental Agreement is $_____. This amount is based upon the costs outlined in the ***Estimated Cost Proposal*** attached hereto as **ATTACHMENT "D"**.

PART 3. Payment. Compensation and payment to the **Engineer** for the services established under this Work Authorization shall be made in accordance with Articles 5, 6, and 7 of the **Agreement**.

PART 4. Funding. This Work Authorization No. 1 shall be funded through funding source:
Account No. _-_ _ _ _-_ _ _-_ _-_ _ _-_ _ _-_-_ _ _
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.

PART 6. Responsibilities and Obligations. This Work Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 7. Acceptance and Acknowledgement.
Acknowledgement and confirmation by Hidalgo County Precinct No. 1.
Commissioner Sylvia Handy as to content and detail of this Work Authorization No. # 1.

HIDALGO COUNTY
COMMISSIONER PRECINCT NO. 1:

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:
TEDSI INFRASTRUCTURE GROUP, INC.

_____
By: Jesse Salinas, Chief Executive Officer

THE OWNER:
HIDALGO COUNTY

_____
By: Juan D. Salinas, III, County Judge

ATTEST:

_____
By: Arturo Guajardo Jr., County Clerk

LIST OF ATTACHMENTS

ATTACHMENT "A"	-	Services to be Provided by the Owner
ATTACHMENT "B"	-	Services to be Provided by the Engineer
ATTACHMENT "C"	-	Work Schedule
ATTACHMENT "D"	-	Estimated Cost Proposal

EXHIBIT "G"
CERTIFICATE OF INSURANCE

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 09/11/2008

PRODUCER 713-463-4550 FAX 713-463-4590
Bell Insurance Group
4544 Post Oak Place, Suite 320
Houston, TX 77027
Sherry Henderson

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 TEDSI Infrastructure Group, Inc.
10260 Westheimer
Suite 460
Houston, TX 77042

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: American Cas. Co. of Reading PA	20427
INSURER B: National Fire Insurance	20478
INSURER C: Continental Casualty Company	20443
INSURER D: Transportation Insurance Company	20494
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 [X] Contractual Liab. GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC	1075066054	09/11/2008	09/11/2009	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 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B		AUTOMOBILE LIABILITY [X] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS	2097261054	09/11/2008	09/11/2009	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	2090503299	09/11/2008	09/11/2009	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000 $ $ $
D		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WC268980107	09/11/2008	09/11/2009	[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
C		OTHER Professional Liability	AEH113771047	09/11/2008	09/11/2009	Each claim Aggregate	$2,000,000 $2,000,000

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

County of Hidalgo is named as additional insured with respects to general liability and automobile policies, but only the specific risk and liabilities assumed under written contract with the named insured and subject to policy conditions. A blanket Additional Insured endorsement is attached to the automobile liability and general liability policies (SB-146968-A).

CERTIFICATE HOLDER

County of Hidalgo
Attn: Ms. Martha L. Salazar
100 E. Cano
5th Floor Adm. Bldg.
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 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
Byron Johnson/SHERRY

©ACORD CORPORATION 1988

Texas Department of Transportation

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

September 03, 2008

PROJECT: Mile 2 and Mile 6 West
COUNTY: HIDALGO
DISTRICT: PHARR

Hidalgo County Department of Budget & Management-Budget Division
100 E. Cano, 2nd Floor, Administrative Building
Edinburg, TX 78539
ATTN: Mr. Sergio Cruz

Dear Mr. Cruz:

We have reviewed the engineering selection process for the aforementioned project and concur with your process and selection. It is our understanding the process has been qualification-based and has been advertised in accordance with the Federal requirements. We have confirmed this process complies with Federal requirements cited in 23 CFR Part 172, Texas Government Code 2254, sub-chapter A, and was granted an exemption to the Texas Local Government Code, Section 262.024 (A)(4) "a ... professional service;" by a Hidalgo County Commissioners Court order.

If you have any questions or if we may be of any assistance, please call Juan P. Terrazas at 702-6298.

Sincerely,

Hector P.Gonzalez, P.E.
Pharr Area Engineer

CC: Evan Roberts, P.E. – TxDOT
J.P. Terrazas, E.I.T. – TxDOT

At this time Commissioner Garza returns.

B. Pct. I

1. **A. Requesting approval of a "Professional Engineering Services Contract" with TEDSI Infrastructure Group for "Mile 2 West Road (from Mile 12 North and 0.44 Miles North of US-83)" for Hidalgo County Pct. 1;**

On motion of Commissioner Handy, seconded by Commissioner Garza, the Court made a UNANIMOUS vote of approval subject to supplemental agreement being approve.

At this time Commissioner Flores steps out.

B. Presentation for consideration, discussion, and approval of Work Authorization #1 in the amount of $604,859.71 with TEDSI Infrastructure Group to provide engineering services to Hidalgo County Precinct No. I in connection with Contract No. C-08-226-09-23 for "Mile 2 West Road (from Mile 12 North and 0.44 Miles North of US-83)"

On motion of Commissioner Handy, seconded by Commissioner Garza, the Court made a UNANIMOUS vote of approval subject to the supplemental agreement and a notice Proceed.

2. **A. Requesting approval of a professional engineering services contract with LEO L. RODRIGUEZ, JR. d/b/a RODRIGUEZ ENGINEERING for "Design Construction of Barrera Street" for Hidalgo County Pct. 1. (ss selected after evaluation of S.O.Q. s from the POOL OF ENGINEERS and previously approved by C.C. on 08/12/08 for negotiation of the contract with LEO L. RODRIGUEZ, JR. d/b/a RODRIGUEZ ENGINEERING and approved by legal counsel to proceed with final execution of contract).**

On motion of Commissioner Handy, seconded by Commissioner Garza, the Court made a UNANIMOUS vote of approval.

B. Requesting approval of a professional engineering services contract with LEO L. RODRIGUEZ, JR. d/b/a RODRIGUEZ ENGINEERING for "Design Construction and Paving Improvements of Mile 16 from Mile 4 to FM 1015" for Hidalgo County Pct. 1. (As selected after evaluation of S.O.Q. s from the POOL OF ENGINEERS and previously approved by C.C. on 09/16/08 for negotiation of the contract with LEO L. RODRIGUEZ, JR. d/b/a RODRIGUEZ ENGINEERING and approved by legal counsel to proceed with final execution of contract).

On motion of Commissioner Handy, seconded by Commissioner Palacios, the Court made a UNANIMOUS vote of approval.

At this time Commissioner Garza steps out.

3. **A. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A)(4) a professional service for engineering services for Hidalgo County Precinct No 1;**

On motion of Commissioner Handy, seconded by Commissioner Palacios, the Court made a UNANIMOUS vote of approval.

AI-13868 **21.B.2.**

Pct 1-Professional Engineering Agreements-TEDSI-Mile 6 W Project w/WA#1 & CORRECTED-Contract#C-08-226-09-30 for the Mile 2 W Proj

CC REGULAR

Date: 02/09/2009
Submitted By: Letty Saenz, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department **Purchasing only:** Prct. 1

Information

CAPTION

A. Requesting approval of a "Professional Engineering Services Contract" (approved as form by legal counsel) with TEDSI Infrastructure Group, Inc. for "Mile 6 West Road Improvements (between SH 107 and Mile 9 N)" for Hidalgo County Pct. 1;

B. Presentation for consideration, discussion, and approval of Work Authorization #1 in the amount of $1,817,940.03 with TEDSI Infrastructure Group, Inc. to provide engineering services to Hidalgo County Precinct No. 1 in connection with Contract No. C-08-227-02-09 for "Mile 6 West Road Improvements (between SH 107 and Mile 9 North)" ;

C. Presentation for discussion and approval of a CORRECTION to Contract No. C-08-226-09-30 with TEDSI Infrastructure Group, Inc. for the "Mile 2 West Road Improvement (between Mile 12 N and Mile 7 1/2 N project approved by CC on 09/30/08) on page 2 of 20, Article 3 Period of Service, Section 3.3(5)-Termination of Agreement deleting the word "with" and replacing with the word "without" and thus complying with the legal notices on the original (Request for Qualifications packet for the Pool of Engineers);

BACKGROUND

Contract No. C-08-227-02-09-TEDSI-Mile 6 W Project-Pct 1 (approved by legal counsel)
Work Authorization No. 1-TEDSI-Mile 6 W Project
Corrected-Contract No. C-08-226-09-30-TEDSI-Mile 2 W Project-Pct 1

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1315-431-00-121-039-0-731/711
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:

Attachments

Link: Professional Engineering Agreements-TEDSI-Mile 6 W Project
Link: Mile 6 W Project w/WA#1
Link: CORRECTED-Contract#C-08-226-09-30

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	02/05/2009 05:26 PM	APRV

AI-13963 **10.D.**

Pct. 1 - Purchase of HP Computers

CC CONSENT

Date: 02/17/2009
Submitted By: Tanya Delira, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.

Information

CAPTION

Requesting authority to purchase computer software, equipment and/or peripherals through our membership/participation with Department of Information Resource (DIR) through the following awarded vendor Hewlett Packard Co., DIR-SDD-223 through requisition #148380 for the total amount of $2,505.00.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009
ACCT. #: 9-1201-431-00-121-004-0-665
FUNDS AVAILABLE Y/N?: Y
MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Requisition No. 148380; Funds available as of 02/14/09.

Attachments

Link: Hp

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	02/11/2009 04:14 PM	APRV
2	Sylvia Solis	Sylvia Solis	02/13/2009 04:21 PM	APRV
3	Auditor's Office		02/13/2009 05:43 PM	NEW

Form Started By: Tanya Delira
Started On: 02/11/2009 02:55 PM

Final Approval Date: 02/13/2009

(7) Req# 149204

PRICE QUOTATION

Quote Number: 3232140-2

January 29, 2009

Provided by: Kevin Lewis

Renan R
COUNTY OF HIDALGO

Contract: TX - TEXAS DIR-SDD-223 (TXDIR)

Product availability and product discontinuation is subject to change without notice. The prices in this quotation are valid for 30 days from quote date above. Please include the quote number and contract from this quote on the corresponding purchase order.

Item	Part No.	Description	Qty.	Unit Price	Extended
	Group: A				
1.		**HP L1750 17-inch LCD Monitor GF904AA#ABA**	1	$220.00	$220.00
	GF904AA#ABA	Monitor - HP L1750 17-inch LCD Monitor Contrast ratio - 800:1 Contrast ratio Brightness (typical) - 300 nits Tilt - Tilt: –5° to +35° Height adjustability range - 5.1 in/130 mm Input Signal - Two Connectors: 15-pin mini D-sub analog VGA and one DVI-D (Analog/Digital) Pivot rotation - Yes Horizontal/Vertical viewing angle (typical) - Viewing Angle: 160/160 degrees Max Power Rating - less than 60 Watts Native resolution - 1280 x 1024 Response rate (typical, rise and fall) - 5 ms response time Asset Control - Asset control supported Integrated speakers - No Integrated speakers Anti-Glare and Anti-Static - Anti-Glare and Anti-Static Energy Efficiency - ENERGY STAR® qualified, EPEAT ™ Silver Warranty - 3-year parts, 3-year labor, 3-year onsite limited warranty. Next business day exchange available.			
2.		**KP722AV - HP Compaq dc7900 Ultra slim Desktop**	1	$615.00	$615.00
	KP722AV	Product - HP Compaq dc7900 Ultra Slim Desktop			
	FF665AV#ABA	Operating system - Genuine Windows Vista® Business with downgrade to Windows XP Professional custom installed			
	GE196AV	Energy Efficiency - Energy Star® 4.0 Enabled Configuration Intel® vPro™ - No Item Selected			
	FQ982AV	Processor - Intel® Core 2 Duo E7300 processor (Not available with Intel vPRO or DASH) Chipset - Intel® Q45 chipset integrated			
	KV983AV	Memory - 4GB PC2-6400 (DDR2-800) SODIMM 2x2GB			
	KV933AV	1st hard drive - 80GB 7200RPM SATA (NCQ and SMART IV) 3.0G			
	GC774AV	Optical drive - No Optical Drive, Blank Bezel USDT			

Note: For detailed warranty information, please link to "URL" for more information www.hp.com/go/specificwarrantyinfo.
Sales taxes added where applicable. Freight is FOB Destination.

PRICE QUOTATION

Quote Number: 3232140-2

January 29, 2009

Provided by: Kevin Lewis

Renan R
COUNTY OF HIDALGO

Contract: TX - TEXAS DIR-SDD-223 (TXDIR)

Product availability and product discontinuation is subject to change without notice. The prices in this quotation are valid for 30 days from quote date above. Please include the quote number and contract from this quote on the corresponding purchase order.

Item	Part No.	Description	Qty.	Unit Price	Extended
		Network card - Integrated Intel 82567LM Gigabit Network Connection			
	GD779AV#ABA	Keyboard - HP USB Standard Keyboard			
	KS857AV	Mouse - HP USB 2-Button Laser Mouse			
		Application software - No Item Selected			
		AntiVirus software - No Item Selected			
	KW005AV#ABA	Country kit - HP dc7900 USDT Country Kit			
		Additional accessories - No Item Selected			
		Security accessories - No Item Selected			
		Wireless hardware - No Item Selected			
		Restore CD - No Item Selected			
	KP726AV	Power supply - External 87% High Efficiency Power Supply			
		Power Efficiency Solution - No Item Selected			
	KW042AV#ABA	Warranty - HP 3-3-3 (parts/labor/next business day on-site) warranty USDT			
			SUB TOTAL :		**$835.00**

TOTAL PRICE : $835.00

GET MORE FOR YOUR MONEY

Make the most of your budget and protect against technology obsolescence. Lease these HP products with a purchase price of $835.00 for 36 months for as little as $25.93 per month. At the end of the lease, send the equipment back to HP Financial Services and upgrade to new technology or purchase the equipment at its fair market value.*

GET MORE WITH HP FINANCIAL SERVICES

For more information, call Hewlett-Packard Financial Services Company at 1-888-277-5942 and talk to a financial services representative who specializes in supporting government and education entities.

Note: For detailed warranty information, please link to "URL" for more information www.hp.com/go/specificwarrantyinfo.
Sales taxes added where applicable. Freight is FOB Destination.

AI-14013 **10.E.**

Purchase of office furniture

CC CONSENT

Date:	02/17/2009
Submitted By:	Angela Garcia, BUDGET & MANAGEMENT
Submitted For:	Constable Eddie Guerra
Department:	BUDGET & MANAGEMENT
Agenda Category:	Purchasing Department

Information

CAPTION

Constable Pct. #4:
Requesting authority to purchase office furniture through our membership/participation with Texas Procurement and Support Services (TPASS) awarded vendor The Hon Company c/o Jones & Cook TXMAS #3-711090-11 for Constable Pct. #4, requisition #149205 in the amount of $43,083.58.

BACKGROUND

Pending line item transfer 02/17/09 - AI #140017

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-421-00-294-001-0-XXX

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

BUDGETARY IMPACT:

Object Code 666: $38,669.00 available balance encumbered in requistion no. 149205
Object Code 746: Intradepartmental transfer in the amount of $4,500.00 pending CC (AI 140017 CC 02/17/09)

The below expenditures under requisition # 149205 will be reclassified to object code 746 pending transfer:
BOW FRONT MODESTY PANEL $1247.87
CREDENZA WITH STORAGE F/F 72W X 24D: $1,005.84
LOVE SEAT: $1,477.42
DELIVERY & INSTALLATION: $683.45

Attachments

Link: QUOTE

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	02/12/2009 04:40 PM	APRV
2	Budget & Management	Veronica Lopez	02/13/2009 07:44 AM	APRV
3	Rosalinda Cantu	Rosie Cantu	02/13/2009 03:33 PM	APRV
4	Auditor's Office		02/13/2009 05:43 PM	NEW

Form Started By: Angela Garcia

Started On: 02/12/2009 04:27 PM

Final Approval Date: 02/13/2009

Req#149205
9-1100-92100-294D01-0666

Transaction #546129 - Price Verification

36413.55

PICTTURE NOT AVAILABLE

Price Verification

200 Oak Street
Muscatine, IA 52761
Phone:
Fax:
E-Mail: honwebcs@honcompany.com

Bill To (0842730000) Ship To

HIDLAGO COUNTY PCT 4
1212 S. 25th
EDINBURG,TEXAS 78539
ATT.CONST.EDDIE GUERRA
TEL:956-383-8560 A/C #HI3450-111

JONES & COOK STATIONERS
5001 N. McCOLL
McALLEN,TEXAS 78504
ROBERT GARCIA

Point Of Contact	PO Number	Contract	Requested Date
ROBERT GARCIA		PCT 4 CONST.MR. EDDIE GUERRA	

Line	Item	Description	Qty	List Price /Unit	%	Net Price /Unit	Extended Net Price
1.	H870960	60W Tasklight **SKU:** H870960.X **Tag2:** Office1	1	$197.00	68.5	$62.05	$62.05
2.	90250	Wood Center Drawer 16-1/4D x 25-1/4W **SKU:** 90250.NN **Tag2:** Office1	1	$247.00	62.3	$93.12	$93.12
3.	5001	5000 Series Park Avenue Exec High-back Loop Arms **SKU:** 5001.N.SS11 **Tag2:** Office1	1	$1,099.00	61.1	$427.51	$427.51
4.	5003	5000 Series Park Avenue Guest Leg Base Wood Arms **SKU:** 5003.N.SS11 **Tag2:** Office1	2	$800.00	61.1	$311.20	$622.40
5.	PA271D	Credenza with Knee Space 72W X 24D F/F **SKU:** PA271D.B.5.NNN **Tag2:** Office1	1	$2,361.00	62.3	$890.10	$890.10
6.	PA071D	Bow Front Modesty Panel 72W X 36D X 29 1/2H **SKU:** PA071D.B.5.NNN **Tag2:** Office1	1	$3,310.00	62.3	$1,247.87	$1,247.870 746
7.	PA707X	Stack on Storage w/Doors and Enclosed Back 72W X **SKU:** PA707X.B.X.NNN **Tag2:** Office1	1	$2,047.00	62.3	$771.72	$771.72
8.	PA632R	Personal Wardrobe Hinged Right18W X 24D X 66H **SKU:** PA632R.B.5.NNN **Tag2:** Office1	1	$2,196.00	62.3	$827.89	$827.89
9.	PA632L	Personal Wardrobe Hinged Left 18W X 24D X 66H	1	$2,196.00	62.3	$827.89	$827.89

666 -> 5986.58
746 -> 683.45

1/23/2009
1/13/09

		SKU: PA632L.B.5.NNN **Tag2:** Office1					
10.	PA271S	Credenza with Storage F/F 72W X 24D **SKU:** PA271S.B.5.NNN **Tag2:** Office1	1	$2,668.00	62.3	$1,005.84	$1,005.84
11.	PA636X	Lateral File 36W X 24D X 29H - 2 DRAWER **SKU:** PA636X.B.5.NNN **Tag2:** Office1	1	$1,532.00	62.3	$577.56	$577.56
12.	PA991X	Stack On Storage w/Doors and Enclosed Back 34W X 14D X 37H **SKU:** PA991X.B.X.NNN **Tag2:** Office1	1	$1,644.00	62.3	$619.79	$619.79
13.	PA712X	Vertical Paper Manager 14W X 12D X 15H **SKU:** PA712X.X.X.NNN **Tag2:** Office1	1	$736.00	62.3	$277.47	$277.47
14.	PA824X	Corner Table 24L X 24W X 20H **SKU:** PA824X.B.X.NNN **Tag2:** Office1	1	$511.00	62.3	$192.65	$192.65
15.	PAL02	Love Seat **SKU:** PAL02.SS11.T.BX **Tag2:** Office1	1	$3,798.00	61.1	$1,477.42	$1,477.42
16.	H870960	60W Tasklight **SKU:** H870960.X **Tag2:** Office2	1	$197.00	68.5	$62.05	$62.05
17.	1522	Wood Center Drawer 22W x 15-3/8D **SKU:** 1522.N **Tag2:** Office2	1	$136.00	62.3	$51.27	$51.27
18.	LVPM1	14-7/8"W x 10-7/8"D x 19-11/16" H with 2 dr, 3 she **SKU:** LVPM1.N **Tag2:** Office2	1	$272.00	62.3	$102.54	$102.54
19.	2191	Exec., High-Back, Swivel, Tilt Pneumatic, Arms **SKU:** 2191.N.SR11 **Tag2:** Office2	1	$739.00	61.1	$287.47	$287.47
20.	2193	Guest Chair **SKU:** 2193.N.SR11 **Tag2:** Office2	2	$599.00	61.1	$233.01	$466.02
21.	PC027L	72Wx36Dx29H SP Desk,Rectangle Top, Left P/M/F **SKU:** PC027L.B.B.NN **Tag2:** Office2	1	$1,462.00	62.3	$551.17	$551.17
22.	PC230R	72Wx24Dx29H SP Credenza,Right,F/F Pedestal **SKU:** PC230R.B.B.NN **Tag2:** Office2	1	$1,264.00	62.3	$476.53	$476.53
23.	PC402X	48Wx24Dx29H Bridge ETA	1	$364.00	62.3	$137.23	$137.23

		SKU: PC402X.B.B.NN **Tag2:** Office2					
24.	PC501W	72Wx37H Stack-On Storage,4 Doors,Enclosed Back **SKU:** PC501W.B.X.NN **Tag2:** Office2	1	$1,126.00	62.3	$424.50	$424.50
25.	PC634X	36x24x29 1/2 Lateral File, 2 Drawer **SKU:** PC634X.B.B.NN **Tag2:** Office2	1	$995.00	62.3	$375.11	$375.11
26.	PC690X	36x37 1/8 Open Bookcase Hutch, 3-Shelf,2 Adj Shelv **SKU:** PC690X.B.X.NN **Tag2:** Office2	1	$572.00	62.3	$215.64	$215.64
27.	PC673X	36x13x66 Bookcase,5-Shelf,(3 Adj Shelf) **SKU:** PC673X.B.X.NN **Tag2:** Office2	1	$787.00	62.3	$296.70	$296.70
28.	PAL02	Love Seat **SKU:** PAL02.SS11.T.BX **Tag2:** Office2	1	$3,798.00	61.1	$1,477.42	$1,477.42
29.	NOS30	Open Shelf 30W **SKU:** NOS30.Q **Tag2:** Office3	6	$164.00	68.5	$51.66	$309.96
30.	18723N	10000 Series Pedestal "N" Pull Mobile B/B/F 23D 28H **SKU:** 18723N.Q **Tag2:** Office3	6	$535.00	68.5	$168.52	$1,011.12
31.	H871236	Electrical Power Harness 36W 3-1 & 2-2 Systems **SKU:** H871236.P **Tag2:** Office3	6	$156.00	68.5	$49.14	$294.84
32.	9184XN	36W 4-Drawer "N" Pull Lateral w/o Post-Omit Lock **SKU:** 9184XN.Q **Tag2:** Office3	3	$1,288.00	65	$450.80	$1,352.40
33.	H871224	Electrical Power Harness 24W 3-1 & 2-2 Systems **SKU:** H871224.P **Tag2:** Office3	6	$156.00	68.5	$49.14	$294.84
34.	H871501	Duplex Receptacle Circuit 1 3-1 & 2-2 Systems **SKU:** H871501.Q **Tag2:** Office3	16	$29.00	68.5	$9.13	$146.08
35.	H879072	Power In-Feed Cable, Base 3-1 & 2-2 Systems **SKU:** H879072.P **Tag2:** Office3	2	$174.00	68.5	$54.81	$109.62
36.	NRC55	Raceway Connector 55H **SKU:** NRC55.Q	14	$112.00	68.5	$35.28	$493.92

		Tag2: Office3					
37.	NREC	Panel Raceway End Cover **SKU:** NREC.Q **Tag2:** Office3	4	$22.00	68.5	$6.93	$27.72
38.	NOS36	Open Shelf 30W **SKU:** NOS36.Q **Tag2:** Office3	6	$178.00	68.5	$56.07	$336.42
39.	NR5524Q	Raceway Fabric Panel 1/4 GLASS 55H 24W **SKU:** NR5524Q.TI05.Q **Tag2:** Office3	6	$607.00	68.5	$191.20	$1,147.20
40.	NR5524F	Raceway Fabric Panel 55H 24W **SKU:** NR5524F.TI05.Q **Tag2:** Office3	8	$441.00	68.5	$138.91	$1,111.28
41.	NR5536F	Raceway Fabric Panel 55H 36W **SKU:** NR5536F.TI05.Q **Tag2:** Office3	6	$470.00	68.5	$148.05	$888.30
42.	NWR2460T	Worksurface Rectangular 24D 60W **SKU:** NWR2460T.N.Q **Tag2:** Office3	6	$355.00	68.5	$111.82	$670.92
43.	NWR2436T	Worksurface Rectangular 24D 36W **SKU:** NWR2436T.N.Q **Tag2:** Office3	6	$253.00	68.5	$79.69	$478.14
44.	NR5530F	Raceway Fabric Panel 55H 30W **SKU:** NR5530F.TI05.Q **Tag2:** Office3	6	$441.00	68.5	$138.91	$833.46
45.	NR5530Q	Raceway Fabric Panel 1/4 GLASS 55H 30W **SKU:** NR5530Q.TI05.Q **Tag2:** Office3	6	$629.00	68.5	$198.13	$1,188.78
46.	7813	High-back Task,Pneu,Swivel,Tilt,Posture Mc,Armless **SKU:** 7813.@.CU10.T **Tag2:** Office3	6	$482.00	62.3	$181.71	$1,090.26
47.	105816L	10500 Series Extended Corner Unit LH 24x36x72x24x29-1/2H **SKU:** 105816L.NN **Tag2:** Office4	1	$799.00	62.3	$301.22	$301.22
48.	105815R	10500 Series Extended Corner Unit RH 24x36x72x24x29-1/2H **SKU:** 105815R.NN **Tag2:** Office4	1	$799.00	62.3	$301.22	$301.22
49.	105692	10500 Series Credenza Shell 48W x 24D x 29-1/2H **SKU:** 105692.NN **Tag2:** Office4	1	$452.00	62.3	$170.40	$170.40
50.	105102	Mobile Full Height Ped B/B/F 15-5/8W x 22-3/4D	2	$633.00	62.3	$238.64	$477.28

		SKU: 105102.NN **Tag2:** Office4					
51.	10563	10500 Series Lateral File 2-Drawer 36W x 20D x 29-7/8H **SKU:** 10563.NN **Tag2:** Office4	2	$725.00	62.3	$273.32	$546.64
52.	10534	10500 Series Stack-on Storage 68-5/8W x 14-5/8D x 37-1/8H **SKU:** 10534.NN **Tag2:** Office4	2	$752.00	62.3	$283.50	$567.00
53.	**105856**	**BACKENCLOSURE** 10500 Series 72" Stack-on **SKU:** **Tag2:** Office4	2	**$ 172.00**	62.3	**$64.84**	**$129.68**
54.	H870960	60W Tasklight **SKU:** H870960.X **Tag2:** Office4	2	$197.00	68.5	$62.05	$124.10
55.	105292	Bookcase Hutch 36"W x 37-1/8"H **SKU:** 105292.NN **Tag2:** Office4	2	$422.00	62.3	$159.09	$318.18
56.	7813	High-back Task,Pneu,Swivel,Tilt,Posture Mc,Armless **SKU:** 7813.@.CU10.T **Tag2:** Office4	2	$482.00	62.3	$181.71	$363.42
57.	10598	10500 Series Desk Shell 48W x 30D x 29-1/2H **SKU:** 10598.NN **Tag2:** Office5	2	$462.00	62.3	$174.17	$348.34
58.	10563	10500 Series Lateral File 2-Drawer 36W x 20D x 29-7/8H **SKU:** 10563.NN **Tag2:** Office5	1	$725.00	62.3	$273.32	$273.32
59.	105292	Bookcase Hutch 36"W x 37-1/8"H **SKU:** 105292.NN **Tag2:** Office5	1	$422.00	62.3	$159.09	$159.09
60.	105524	End Cap Bookshelf/Organizer 24"W **SKU:** 105524.NN **Tag2:** Office5	1	$678.00	62.3	$255.61	$255.61
61.	105323	10500 Series Stack-on Storage 48W x 14-5/8D x 37-1/8H **SKU:** 105323.NN **Tag2:** Office5	2	$614.00	62.3	$231.48	$462.96
62.	**105853**	**BKENCLOSURE** 10500 Series 48" Stack-on **SKU:** **Tag2:** Office5	2	**$154.00**	62.3	**$58.06**	**$116.12**
63.	10502	Floorstanding Full Height Ped B/B/F 15-5/8W x 22-3/4D **SKU:** 10502.N	1	$509.00	62.3	$191.89	$191.89

		Tag2: Office5					
64.	10504	Floorstanding Full Height Ped F/F 15-5/8W x 22-3/4D **SKU:** 10504.N **Tag2:** Office5	1	$509.00	62.3	$191.89	$191.89
65.	H870942	42/48W Tasklight **SKU:** H870942.X **Tag2:** Office5	2	$183.00	68.5	$57.64	$115.28
66.	7813	High-back Task,Pneu,Swivel,Tilt,Posture Mc,Armless **SKU:** 7813.@.CU10.T **Tag2:** Office5	1	$482.00	62.3	$181.71	$181.71
67.	10579	10500 Series Desk Shell 66W x 30D x 29-1/2H **SKU:** 10579.NN **Tag2:** Office6	1	$538.00	62.3	$202.83	$202.83
68.	10560	10500 Series Bridge 42W x 24D x 29-1/2H **SKU:** 10560.NN **Tag2:** Office6	1	$262.00	62.3	$98.77	$98.77
69.	10542	10500 Series Credenza Shell 66W x 24D x 29-1/2H **SKU:** 10542.NN **Tag2:** Office6	1	$503.00	62.3	$189.63	$189.63
70.	10502	Floorstanding Full Height Ped B/B/F 15-5/8W x 22-3/4D **SKU:** 10502.N **Tag2:** Office6	1	$509.00	62.3	$191.89	$191.89
71.	10504	Floorstanding Full Height Ped F/F 15-5/8W x 22-3/4D **SKU:** 10504.N **Tag2:** Office6	1	$509.00	62.3	$191.89	$191.89
72.	1522	Wood Center Drawer 22W x 15-3/8D **SKU:** 1522.N **Tag2:** Office6	1	$136.00	62.3	$51.27	$51.27
73.	10533	10500 Series Stack-on Storage 62-5/8W x 14-5/8D x 37-1/8H **SKU:** 10533.NN **Tag2:** Office6	1	$727.00	62.3	$274.08	$274.08
74.	105855	10500 Series Back Enclosure For 66" Stack-on **SKU:** 105855.N **Tag2:** Office6	1	$161.00	62.3	$60.70	$60.70
75.	H870960	60W Tasklight **SKU:** H870960.X **Tag2:** Office6	1	$197.00	68.5	$62.05	$62.05
76.	LVPM1	14-7/8"W x 10-7/8"D x 19-11/16" H with 2 dr, 3 she **SKU:** LVPM1.N	1	$272.00	62.3	$102.54	$102.54

		Tag2: Office6					
77.	2093	Model 2093 Sled Base Guest Chair **SKU:** 2093.CU10.T **Tag2:** Office6	1	$380.00	62.3	$143.26	$143.26
78.	7813	High-back Task,Pneu,Swivel,Tilt,Posture Mc,Armless **SKU:** 7813.@.CU10.T **Tag2:** Office6	1	$482.00	62.3	$181.71	$181.71
79.	10579	10500 Series Desk Shell 66W x 30D x 29-1/2H **SKU:** 10579.NN **Tag2:** Office7	1	$538.00	62.3	$202.83	$202.83
80.	10560	10500 Series Bridge 42W x 24D x 29-1/2H **SKU:** 10560.NN **Tag2:** Office7	1	$262.00	62.3	$98.77	$98.77
81.	10542	10500 Series Credenza Shell 66W x 24D x 29-1/2H **SKU:** 10542.NN **Tag2:** Office7	1	$503.00	62.3	$189.63	$189.63
82.	10502	Floorstanding Full Height Ped B/B/F 15-5/8W x 22-3/4D **SKU:** 10502.N **Tag2:** Office7	1	$509.00	62.3	$191.89	$191.89
83.	10504	Floorstanding Full Height Ped F/F 15-5/8W x 22-3/4D **SKU:** 10504.N **Tag2:** Office7	1	$509.00	62.3	$191.89	$191.89
84.	1522	Wood Center Drawer 22W x 15-3/8D **SKU:** 1522.N **Tag2:** Office7	1	$136.00	62.3	$51.27	$51.27
85.	10533	10500 Series Stack-on Storage 62-5/8W x 14-5/8D x 37-1/8H **SKU:** 10533.NN **Tag2:** Office7	1	$727.00	62.3	$274.08	$274.08
86.	105855	10500 Series Back Enclosure For 66" Stack-on **SKU:** 105855.N **Tag2:** Office7	1	$161.00	62.3	$60.70	$60.70
87.	H870960	60W Tasklight **SKU:** H870960.X **Tag2:** Office7	1	$197.00	68.5	$62.05	$62.05
88.	LVPM1	14-7/8"W x 10-7/8"D x 19-11/16" H with 2 dr, 3 she **SKU:** LVPM1.N **Tag2:** Office7	1	$272.00	62.3	$102.54	$102.54
89.	2093	Model 2093 Sled Base Guest Chair **SKU:** 2093.CU10.T **Tag2:** Office7	1	$380.00	62.3	$143.26	$143.26

90.	7813	High-back Task,Pneu,Swivel,Tilt,Posture Mc,Armless **SKU:** 7813.@.CU10.T **Tag2:** Office7	1	$482.00	62.3	$181.71	$181.71
91.	105816L	10500 Series Extended Corner Unit LH 24x36x72x24x29-1/2H **SKU:** 105816L.NN **Tag2:** Office8	1	$799.00	62.3	$301.22	$301.22
92.	10570	10500 Series Bridge 48W x 24D x 29-1/2H **SKU:** 10570.NN **Tag2:** Office8	1	$273.00	62.3	$102.92	$102.92
93.	10541	10500 Series Credenza Shell 72W x 24D x 29-1/2H **SKU:** 10541.NN **Tag2:** Office8	1	$517.00	62.3	$194.91	$194.91
94.	105327	Stack on Storage 78"W for 78D Workstations **SKU:** 105327.NN **Tag2:** Office8	1	$847.00	62.3	$319.32	$319.32
95.	105857	Back enclosure for 78"W Stack on Storage **SKU:** 105857.N **Tag2:** Office8	1	$189.00	62.3	$71.25	$71.25
96.	10504	Floorstanding Full Height Ped F/F 15-5/8W x 22-3/4D **SKU:** 10504.N **Tag2:** Office8	1	$509.00	62.3	$191.89	$191.89
97.	10502	Floorstanding Full Height Ped B/B/F 15-5/8W x 22-3/4D **SKU:** 10502.N **Tag2:** Office8	1	$509.00	62.3	$191.89	$191.89
98.	1522	Wood Center Drawer 22W x 15-3/8D **SKU:** 1522.N **Tag2:** Office8	1	$136.00	62.3	$51.27	$51.27
99.	H870960	60W Tasklight **SKU:** H870960.X **Tag2:** Office8	1	$197.00	68.5	$62.05	$62.05
100.	10655	10600 Series Bookcase 5-Shelf 13-1/8D x 36W x 70-15/16H **SKU:** 10655.N **Tag2:** Office8	1	$620.00	62.3	$233.74	$233.74
101.	105524	End Cap Bookshelf/Organizer 24"W **SKU:** 105524.NN **Tag2:** Office8	1	$678.00	62.3	$255.61	$255.61
102.	2091	Model 2091 High-back Executive Chair **SKU:** 2091.@.SR11.T **Tag2:** Office8	1	$499.00	62.3	$188.12	$188.12
		Totals	216				$37,937.71

Total List Price	$105,684.00
Total Net Price	~~$37,890.97~~ 36413.55

- All prices are stated in U.S. dollars.
- This transaction is for price verification purposes only.
- The pricing stated on this order is subject to change.

SUB-TOTAL NET.....$37,890.97

DELIVERY & INSTAL....$ 6,670.03

TOTAL PROJECT COST...$44,561.00

MR.GUERRA,

THESE IS YOUR TOTAL PRICE QUOTE FOR THE HON OFFICE FURNITURE,REQUESTED BY CONSTABLE EDDIW GURREA FOR HIS PCT 4 OFFICE..QUOTED TO YOU UNDER THE HON TXMAS DISCOUNT PROGRAM,STATE CONTRACT # 3-711090-.THE P.O. MUST BE MADE OUT IN THE FOLLOWING MANNER...

THE HON CO.c/o JONES & COOK
200 OAK STREET
MUSCATINE,IA

DELIVERY OF OFFICE FURNITUTE IS APPROX.TWENTY -ONE DAYS AFTER THE ISSUANCE OF THE P.O...QUESTIONS,PLEASE CALL ME..THANK YOU..
(PRICES VALID THRU 03-30-09)

ROBERT GARCIA
JONES & COOK

Obj - 666 = 5753.16
746 = 916.87

32682.44
+ 5753.16
38435.60 - Obj 666

5208.53
+ 916.87
6125.40 - Obj 746

5025.40 - overage - transfer
$100 => obj 746

666 → 746 = 5025.40

AI-13998 **10.F.**

Requesting for Payment No. 8 for Enriquez Enterprises, Inc.
CC CONSENT

Date:	02/17/2009
Submitted By:	Rocio Villarreal, PURCHASING DEPT.
Submitted For:	Rocio Villarreal
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Purchasing only:** Hidalgo County

Information

CAPTION

Approval of Request for Application No. 8 in the amount of $1,662.50 from awarded contractor, Enriquez Enterprises, Inc., for the, "Construction of Hidalgo County Head Start Central Kitchen," and as certified for payment by project architect, Rike Ogden Figueroa Allex Architects.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1336-444-00-220-032-0-720

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

BUDGETARY IMPACT:

PO# 600547 has $47,170.00 available as of 2/13/09.

Attachments

Link: payment 8

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	02/12/2009 01:59 PM	APRV
2	Budget & Management	Veronica Lopez	02/12/2009 04:06 PM	APRV
3	Dale Kennan	Dale Kennan	02/13/2009 11:31 AM	APRV
4	Auditor's Office		02/13/2009 05:43 PM	NEW

Form Started By: Rocio Villarreal Started On: 02/12/2009 09:13 AM

Final Approval Date: 02/13/2009

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF PAGES

TO OWNER: County of Hidalgo
Edinburg, TX 78539

FROM CONTRACTOR:
Enriquez Enterprises, Inc.
P.O. Box 2999
Edinburg, TX 78540

CONTRACT FOR: General Construction

PROJECT: Hidalgo County Headstart Central Kitchen

VIA ARCHITECT: Rike-Ogden-Figueroa Architects
1007 Walnut Ave.
McAllen, TX 78501

APPLICATION NO: Eight

PERIOD TO: Jan. 2009

PROJECT NOS: Forty-Nine

CONTRACT DATE: March 2008

Distribution to:
- [X] OWNER
- [X] ARCHITECT
- [ ] CONTRACTOR
- [ ]
- [ ]

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM		$722,000.00
2. Net change by Change Orders		
3. CONTRACT SUM TO DATE (Line 1 ± 2)		$ 722,000.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)		$ 678,750.00
5. RETAINAGE:		
a. 5 % of Completed Work (Column D + E on G703)	33,937.50	
b. 5 % of Stored Material (Column F on G703)		
Total Retainage (Lines 5a + 5b or Total in Column I of G703)		33,937.50
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)		644,812.50
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		643,150.00
8. CURRENT PAYMENT DUE		$1,662.50
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)		$ 77,187.50

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS	$0.00	$0.00
NET CHANGES by Change Order		$0.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:
Enriquez Enterprises, Inc.

By: _____ Date: Jan. 20, 2009

State of: Texas County of: Hidalgo
Subscribed and sworn to before me this 20 day of Jan.
Notary Public: Esther E. Hernandez
My Commission expires: 4-19-2012

ESTHER E. HERNANDEZ
MY COMMISSION EXPIRES
April 19, 2012

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED . . . . . $ 1,662.50

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT: Rike-Ogden-Figueroa Architects

By: _____ Date: 12.3.9

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

AIA DOCUMENT G702 · APPLICATION AND CERTIFICATION FOR PAYMENT · 1992 EDITION · AIA · ©1992 THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, DC 20006-5292

Users may obtain validation of this document by requesting of the license a completed AIA Document D401 - Certification of Document's Authenticity

CONTINUATION SHEET

AIA DOCUMENT G703

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: Eight
APPLICATION DATE: Jan. 20, 2009
PERIOD TO: Jan. 2009
ARCHITECT'S PROJECT NO: Forty-Nine

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
1	Bonds & Insurance	$14,000.00	$14,000.00			$14,000.00	100.00%		$700.00
2	General Conditions	$15,300.00	$15,300.00			$15,300.00	100.00%		$765.00
3	Supervision	$24,000.00	$24,000.00			$24,000.00	100.00%		$1,200.00
4	Temporary Fence/Barricade	$5,000.00	$5,000.00			$5,000.00	100.00%		$250.00
5	Dumpster/Trash Removal	$6,000.00	$6,000.00			$6,000.00	100.00%		$300.00
6	Equipment Rental	$4,500.00	$4,500.00			$4,500.00	100.00%		$225.00
7	Progress Cleaning	$3,000.00	$3,000.00			$3,000.00	100.00%		$150.00
8	Field Engineering	$1,500.00	$1,500.00			$1,500.00	100.00%		$75.00
9	Temporary Light	$2,500.00	$2,500.00			$2,500.00	100.00%		$125.00
10	Building Pad/Select Fill	$13,620.00	$13,620.00			$13,620.00	100.00%		$681.00
11	Utilities: Sewer	$16,155.00	$16,155.00			$16,155.00	100.00%		$807.75
12	Utilities: Water	$17,500.00	$17,500.00			$17,500.00	100.00%		$875.00
13	Utilities: Storm	$4,274.00	$4,274.00			$4,274.00	100.00%		$213.70
14	Asphalt Paving (Site Work)	$30,807.00	$30,807.00			$30,807.00	100.00%		$1,540.35
15	Concrete Paving (Site Work)	$3,600.00	$3,600.00			$3,600.00	100.00%		$180.00
16	Concrete Curb & Gutter (Site Work)	$4,512.00	$4,512.00			$4,512.00	100.00%		$225.60
17	Final Grading & Swells	$2,500.00	$2,500.00			$2,500.00	100.00%		$125.00
18	Termite Control	$531.00	$531.00			$531.00	100.00%		$26.55
19	Concrete Foundation	$20,200.00	$20,200.00			$20,200.00	100.00%		$1,010.00
20	Reinforcing Steel: Foundation	$7,058.00	$7,058.00			$7,058.00	100.00%		$352.90
21	Concrete Pump	$1,500.00	$1,500.00			$1,500.00	100.00%		$75.00
22	Concrete Sidewalks (Site Work)	$6,920.00	$6,920.00			$6,920.00	100.00%		$346.00
23	Light Pole (Site Work)	$1,000.00	$1,000.00			$1,000.00	100.00%		$50.00
24	Masonry	$44,000.00	$44,000.00			$44,000.00	100.00%		$2,200.00
25	Reinforcing Steel: Masonry	$0.00							$0.00
26	Splash Blocks	$500.00	$500.00			$500.00	100.00%		$25.00
27	Structural Steel	$47,000.00	$47,000.00			$47,000.00	100.00%		$2,350.00
28	Trench Covers/Pipe bollards (Site Work)	$800.00	$800.00			$800.00	100.00%		$40.00
29	Custom Cabinets	$1,500.00	$1,500.00			$1,500.00	100.00%		$75.00

CONTINUATION SHEET

AIA DOCUMENT G703

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APPLICATION NO: Eight
APPLICATION DATE: Jan. 20, 2009
PERIOD TO: Jan. 2009
ARCHITECT'S PROJECT NO: Forty-Nine

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
30	Dampproofing & Waterproofing	$9,200.00	$9,200.00			$9,200.00	100.00%		$460.00
31	Joint Sealers	$5,000.00	$5,000.00			$5,000.00	100.00%		$250.00
32	Hollow Metal Frames & Doors	$7,386.00	$7,386.00			$7,386.00	100.00%		$369.30
33	Wood Doors	$2,170.00	$2,170.00			$2,170.00	100.00%		$108.50
34	Finish Hardware	$8,450.00	$8,450.00			$8,450.00	100.00%		$422.50
35	Installation of HMF, Doors, & Hardware	$6,000.00	$6,000.00			$6,000.00	100.00%		$300.00
36	Special Doors	$1,756.00	$1,756.00			$1,756.00	100.00%		$87.80
37	Installation of Special Door	$500.00	$500.00			$500.00	100.00%		$25.00
38	Glass & Glazing	$890.00	$890.00			$890.00	100.00%		$44.50
39	Gypsum Drywall	$5,600.00	$5,600.00			$5,600.00	100.00%		$280.00
40	Portland Cement Plaster	$7,800.00	$7,800.00			$7,800.00	100.00%		$390.00
41	Ceramic Tile Floor Finish	$2,850.00	$2,850.00			$2,850.00	100.00%		$142.50
42	Acoustical Ceilings	$12,600.00	$12,600.00			$12,600.00	100.00%		$630.00
43	Resilient Base	$2,400.00	$2,400.00			$2,400.00	100.00%		$120.00
44	Painting	$12,000.00	$12,000.00			$12,000.00	100.00%		$600.00
45	Lockers	$5,000.00	$5,000.00			$5,000.00	100.00%		$250.00
46	Identifying Devices	$602.00	$602.00			$602.00	100.00%		$30.10
47	Fire Extinguishers/Cabinets	$650.00	$650.00			$650.00	100.00%		$32.50
48	Toilet Accessories	$1,934.00	$1,934.00			$1,934.00	100.00%		$96.70
49	Installation of Specialty Items	$2,800.00	$2,800.00			$2,800.00	100.00%		$140.00
50	Food Service Equipment	$32,975.00	$32,975.00			$32,975.00	100.00%		$1,648.75
51	Mapes Canopies	$5,146.00	$5,146.00			$5,146.00	100.00%		$257.30
52	Plumbing	$71,361.00	$71,361.00			$71,361.00	100.00%		$3,568.05
53	HVAC	$62,000.00	$62,000.00			$62,000.00	100.00%		$3,100.00
54	Electrical	$81,400.00	$81,400.00			$81,400.00	100.00%		$4,070.00
55	Permits	$3,000.00	$3,000.00			$3,000.00	100.00%		$150.00
56	Landscape Allowance	$6,000.00						$6,000.00	$0.00
57	Betterment Allowance	$12,000.00						$12,000.00	$0.00
58	Final Clean-up	$1,470.00	$1,470.00			$1,470.00	100.00%		$73.50

CONTINUATION SHEET

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APPLICATION NO: Eight
APPLICATION DATE: Jan. 20, 2009
PERIOD TO: Jan. 2009
ARCHITECT'S PROJECT NO: Forty-Nine

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
59	Plumbing Allowance	$5,000.00		$650.00		$650.00	13.00%	$4,350.00	$32.50
60	HVAC Allowance	$5,000.00						$5,000.00	$0.00
61	Electrical Allowance	$17,000.00		$1,100.00		$1,100.00	6.47%	$15,900.00	$55.00
62	Contractor's Fee	$24,283.00	$24,283.00			$24,283.00	100.00%		$1,214.15
									$0.00
									$0.00
									$0.00
									$0.00
									$0.00
									$0.00
									$0.00
									$0.00
	GRAND TOTALS	$722,000.00	$677,000.00	$1,750.00		$678,750.00	94.01%	$43,250.00	$33,937.50

AI-13975 **10.G.**

APPLICATION FOR PAYMENT NO 1 PCT 3 AMBERLAND SUBDIVISION CC CONSENT

Date:	02/17/2009
Submitted By:	Marcie Jackson, COLONIA ACCESS PROGRAM
Submitted For:	Agapito Vargas
Department:	COLONIA ACCESS PROGRAM
Agenda Category:	Purchasing Department

Information

CAPTION

Presentation for consideration, discussion acceptance and aproval of Application for Payment No. 1 in the amount of $54,528.64 from Valley Paving Inc. contracted vendor for Amberland Subdivision submitted by project Engineer Hinojosa Engineering Inc. C-CAP-08-013-07-11

BACKGROUND

Fiscal Impact

FISCAL YEAR: 9 ACCT. #: 9-1311-431-00-123-042-0-734

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

BUDGETARY IMPACT:

P.O.# 608397 available funds as of 02/13/09.

Attachments

Link: Amberland Subdivision

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	02/12/2009 12:21 PM	APRV
2	Budget & Management	Veronica Lopez	02/12/2009 04:03 PM	APRV
3	Sylvia Solis	Sylvia Solis	02/13/2009 11:04 AM	APRV
4	Auditor's Office		02/13/2009 05:43 PM	NEW

Form Started By: Marcie Jackson Started On: 02/11/2009 04:22 PM

Final Approval Date: 02/13/2009

APPLICATION FOR PAYMENT NO. 1

To: Hidalgo County (OWNER)
From: Valley Paving Inc. (CONTRACTOR)
Contract: CAP-08-013-07-11
Project: Road and Drainage Construction of Amberland Subdivision
OWNER's Contract No. CAP-08-013-07-11 ENGINEER's Project No. 06-168
For Work accomplished through the date of: 1/27/2009

1.	Original Contract Price:		$ 103,498.63
2.	Net change by Change Orders and Written Agreements (+ or -):		$ -
3.	Current Contract Price (1 plus 2):		$ 103,498.63
4.	Total completed and stored to date:		$ 60,587.38
5.	Retainage (per Agreement):		
	10% of completed Work:	$ 6,058.74	
	0% of stored material:	$ -	
	Total Retainage:		$ 6,058.74
6.	Total completed and stored to date less retainage (4 minus 5):		$ 54,528.64
7.	Less previous Application for Payments:		$ -
8.	**AMOUNT DUE THIS APPLICATION (6 MINUS 7):** P.O.# 608397		**$ 54,528.64**

Accompanying Documentation: **9-1311-431-00-123-042-0-733→$0.00**
9-1311-431-00-123-042-0-734→$60,587.38<-6,058.74>
=$54,528.64
9-1203-431-00-123-005-0-734→$0.00

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 2 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 2-4-09

CONTRACTOR

By:

State of Texas
County of Hidalgo
Subscribed and sworn to before me this 4th day of February, 2009

Notary Public
My Commission expires: November 21, 2009

NOTARY PUBLIC STATE OF TEXAS
Mayela G Duque
My Commission Expires
11/21/2009

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated 2-04-09

HINOJOSA ENGINEERING INC
ENGINEER

By:

INVOICE RECEIVED BY: ON 2/
GOODS/SERVICES RECEIVED BY: ON 2

Engineer: Hinojosa Engineering, Inc.
Contractor: Valley Paving, Inc.
Retainage Percent: 10%
Starting Date:

Summary												
Contract No.	Description	Original Schedule Value	Revised Schedule Value	Application No.1	Application No.2	Application No.3	Total to Date	Balance to Finish	Retainage	Net	Payments to Date	Payment Due
CAP-08-013-07-11	Amberland Subdivision	$103,498.63	$103,498.63	$60,587.38			$60,587.38	$42,911.25	$6,058.74	$54,528.64	$0.00	$54,528.64
	TOTALS:						$60,587.38	$42,911.25	$6,058.74	$54,528.64	$0.00	$54,528.64

9.1311.431.00.123.042.0.733 — $ 0.00

9.1311.431.00.123.042.0.734 - $60,587.38 <-6,058.74> $54,528.64

9.1203.431.00.123.005.0.734 - $ 0.00

Estimate Quantity Update Worksheet
Amberland Subdivision
Colonia Access Program Project - Precinct No.3
Contract No.CAP-08-013-07-11
Contractor: Valley Paving, Inc.

						RFP 1		
Item No.	Description	Quantity	Unit	Unit Price	Project Amount	Monthly Quantity	Quantity to Date	Item Cost (Monthly)
Roadway								
100	Preparing ROW	13.07	STA	$ 750.00	$9,802.50	13.07	13.07	$9,802.50
134	Backfill	13.07	STA	$ 150.00	$1,960.50	13.07	13.07	$1,960.50
247	Flex Base (8")	903.50	CY	$ 26.00	$23,491.00	903.5	903.5	$23,491.00
251	Reworking Base Material (DC) (TY D CL2)	903.50	CY	$ 3.25	$2,936.38	903.5	903.5	$2,936.38
262	Lime Trt for BS Crse	3,850.00	SY	$ 2.50	$9,625.00	3850	3850	$9,625.00
262	Lime (TY A Slurry), (TY B or TY C)	19.34	TON	$ 150.00	$2,901.00	19.34	19.34	$2,901.00
310	Prime Coat (MC-30)	706.00	GAL	$ 4.00	$2,824.00	0	0	$0.00
340	Asphalt Concrete Pavment Type "D"	3,475.00	SY	$ 6.55	$22,761.25	0	0	$0.00
502	Barricades, Signs & Traffic Handling	1.50	MO	$ 3,685.00	$5,527.50	1.5	1.5	$5,527.50
506	Construction Exits (TY 2) (Install)	72.50	SY	$ 25.00	$1,812.50	72.5	72.5	$1,812.50
506	Construction Exits (TY 2) (Remove)	72.50	SY	$ 10.00	$725.00	72.5	72.5	$725.00
5249	Temp Sediment Control Fence	208.00	LF	$ 4.50	$936.00	208	208	$936.00
5249	Temp Sediment Control Fence (Remove)	208.00	LF	$ 2.00	$416.00	0	0	$0.00
530	Turnouts (Asph-Conc.-Pav)	72.50	SY	$ 12.00	$870.00	72.5	72.5	$870.00
Drainage								
464	RCP (CL III) (18")	84	LF	$ 25.00	$2,100.00	0	0	$0.00
464	RCP (CL III) (15")	285	LF	$ 23.00	$6,555.00	0	0	$0.00
467	Safety End Treatment	2	EA	$ 850.00	$1,700.00	0	0	$0.00
530	Driveways (Ty PRB-1) (ACP) (1")	55	SY	$ 12.00	$660.00	0	0	$0.00
530	Driveways (Ty PRB-1) (Concrete)	131	SY	$ 45.00	$5,895.00	0	0	$0.00
				TOTAL	$103,498.63		Totals:	$60,587.38

Roadway: $60,587.38
Drainage: $0.00

Totals to Date:

Roadway:	$60,587.38
Drainage:	$0.00
Total:	$60,587.38

Prepared and Checked by:

Signature: _____

Printed Name: Ricardo Hinojosa, P.E.

Date: 2-04-09

LIST OF SUPPLIERS:

Valley Caliche Products, Inc.
(Caliche Base Material)
(Hot Mix Asphaltic Concrete)

Chemical Lime Company
(Lime Stabilizer Material)

Note: The following material is due and payable by the 10th of February, 2009

Partial Waiver of Liens will be acquired by these vendors when they have received payment for this material purchased in January.

Original Liens will be forwarded to Auditors office when acquired by vendors.

Texas Department of Transportation

Form 252 (Rev. 12/82)
Page 1 of 1
(GSD-EPC Word 97)

Contract Time Statement

ESTIMATE NO. 1 CONTRACTOR Valley Paving Inc.

PROJECT NO. CAP 08-013-05-21-LEM COUNTY Hidalgo County Pct. 3 DATE WORK BEGAN 09/08/08

TIME COMPUTED FROM 7:00 A.M. DATE WORK COMPLETED

MONTH 2008	DATE OR DAYS	WORKING DAYS CHARGED	DAYS CREDITED AND REASONS THEREFORE AMBERLAND Subd.
Sept.	8	1	7 Hrs Cleaning & Clearing RIGHT-of-WAY
	9	1	7 Cleaning & Clearing RIGHT-of-WAY
	10	1	7 Cleaning & Clearing RIGHT-of-WAY
Sept.	11-16		Rain OR TOO wet to work 4 DAYS
Oct.	1-31		NO WORK - Due to Redesigning of Street Plans.
NOV.	1-29		
Dec.	26		As Per N.A.W.S.C. - Ditch too close to waterline.
Dec.	29	1	7½ Cleaning R.O.W. & Hauling off Brush
	30	1	7½ Cont'd Cleaning R.O.W. & started Bar Ditch
	31	1	7½ Cont'd w/cleaning R.O.W. & Bar Ditch Hauling off Brush & EXCESS DIRT.
2009			
Jan.	5	1	7½ Continued Cleaning R.O.W., Bar Ditch, & Hauling EXCESS DIRT & Started cutting Subgrade.
	6	1	7½ Cont'd cutting subgrade, Hauling excess DIRT, Blue Top subgrade
	7	1	7½ Cont'd cutting subgrade, Hauling excess DIRT, Blue TOP subgrade
	8	1	7½
	9		NO WORK
	12	1	7½ Cont'd cutting subgrade, Hauling excess DIRT, Blue TOP subgrade
	13	1	7½ Cont'd cutting subgrade, Hauling excess DIRT, Blue TOP subgrade
	14	1	7½ Dumping Lime onto subgrade & started working Lime subgrade
	15	1	7½ Setting Lime subgrade for densities & Put up silt fence.
	16		0 NO WORK
	19	1	7½ Blue TOP Lime subgrade to finish for densities
	20	1	7 Densities passed on Lime subgrade & started Dumping Caliche.
	21	1	7 Continued Dumping caliche.
	22	1	7½ Continued Dumping Caliche.
	23	1	5 Continued Dumping Caliche
	26	1	7 Started setting caliche for Densities.
	27	1	7 Bluetop caliche and densities passed.
TOTALS		0	0

NO. OF CONTRACT WORKING DAYS _____ NO. WORKING DAYS CHARGED TO DATE 0

ASSESSED LIQUIDATED DAMAGES: NO. _____ 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

Barney Groves
Colonia Testing Requirements

MATERIAL	TEST	DESCRIPTION	REQUIRED	REMARKS	Barney Groves		
					Street A Road		
					CSJ#2C108072		
FLEX. BASE	Tex-101-E	Prep. Soils and Flex. Base	YES				
	Tex-103-E	Moisture Content	Optional				
	Tex-104-E	Determining Liquid Limit of Soils	YES				
	Tex-105-E	Determining Plastic Limit of Soils	NO				
	Tex-106-E	Calculating Plasticity Index	YES				
	Tex-110-E	Particle Size Analysis	YES				
	Tex-113-E	Moisture Density Relation of Base Materials (including lime)	YES				
	Tex-116-E	Wet Ball Mill Method	YES				
	Tex-117-E	Triaxial Compression for Base Material (includes lime)	YES				
	Tex-115-E	In-Place Density	YES				
		Thickness	YES				
LIME	Tex-600-J	Lime Testing Procedure	YES	Required for all flexible bases (Caliche)			
HOT MIX	Tex-207-F	Determining Density of Compacted Bituminous Mixtures	YES				
	Tex-208-F	Test for Stabilometer Value of Bituminous Mixtures	Optional				
	Tex-210-F	Deter, Asph. Content of Bituminous Mixtures by Extraction	YES				
	Tex-229-F	Combined HMAC Cold Belt Sampling and Testing Procedures	YES				
	Tex-236-F	Deter, Asph. Content from Asph. Paving Struct. By Ignition Method	Optional				
	Tex-212-E	Determining Moisture Content of Bitumious Mixtures	NO				
	Tex-213-E	Determining Hydrocarbon - Bolatile Content of Bituminous Mixtures	NO				
EMBANKMENTS	Tex-114-E	Laboratory Compaction Charact. & Moist. - Density Relat. Of					
		Subgrade & Embankments Soils	NO				
	Tex-115-E	In-Place Density	NO				
	Texas SDHPT Bulletin C-14		NO				
	ASTM-D-2950.76		NO				
	AASHTO-T-166		NO				

1) Testing for this procedure has been performed and passed.

Prepared and Checked By:

Signature: R. H.

Printed Name: Ricardo Hinojosa, P.E.

Date: 2-04-09

Schedule of Material Sampling and Testing Requirements

MATERIAL OR PRODUCT		TEST FOR	TEST NUMBER	PROJECT TESTS: LOCATION OR TIME OF SAMPLING	PROJECT TESTS: FREQUENCY OF SAMPLING	REMARKS
TREATED SUBGRADE AND BASE COURSES	Base Material	Liquid Limit (A)	Tex-104-E	During stockpiling operations, from completed stockpile, or windrow (B)	Each 5,000 cu.yd.	
		Plasticity Index (A)	Tex-106-E	During stockpiling operations, from completed stockpile, or windrow (B)	Each 5,000 cu.yd.	
		Linear Shrinkage	Tex-107-E	During stockpiling operations, from completed stockpile, or windrow (B)		This test is only required when the liquid limit is not attainable, when performed in accordance with Tex-104-E.
		Gradation (A)	Tex-110-E	During stockpiling operations, from completed stockpile, or windrow (B)	Each 5,000 cu.yd.	
		Moisture/Density	Tex-113-E	During stockpiling operations, from completed stockpile, or windrow (B)	Each 20,000 cu.yd.	
		Triaxial (A)	Tex-117-E	During stockpiling operations, from completed stockpile, or windrow (B)	Each 20,000 cu.yd.	As required by the plans. When base material is from a source where the district has a record of satisfactory triaxial results, the frequency of testing may be reduced to one per 30,000 CY. If any one test falls below the minimum value required, the frequency of testing will return to the original frequency of 20,000 CY
	Lime	Compliance with DMS-4600		During delivery to project	Hydrated Lime: 1 PER Project. Commercial Lime Slurry: each 200 tons of lime or fraction thereof. Quick Lime: 1 Per Project.	Hydrated lime and quicklime sources not on the TxDOT Lime Quality Monitoring Program, described in DMS-6330, must be sampled for each 200 and 150 tons respectively.
	Complete Mixture	Pulverization Gradation	Tex-101-E	Roadway, after pulverization and mixing	As necessary for control	At the beginning of project, one test must be made for each 4,500 CY or 6,000 tons until Engineer is satisfied that acceptable pulverization results are obtained.
		Moisture Content	Tex-103-E	As designated by Engineer	Each 30,000 cu.yd.	Determine the appropriate moisture/density curve for each different material or notable change in material.
		In-place Density (A)	Tex-115-E	As designated by Engineer	Each 3,000 cu.yd. or 3000 lin.ft., min. one per lift	Determine appropriate moisture/density curve for each different material or notable change in material. Correct the moisture contents measured by nuclear density gauge with the moisture contents determined in accordance with Tex-103-E for each different material or notable change in material and adjust the density accordingly. Stabilizers and materials such as RAP, gypsum and iron ore tend to bias the counts for nuclear density gauges.
		Thickness (A)	Tex-140-E	As designated by Engineer	Each 3,000 cu.yd.	Not required where survey grade control documents are used for compliance
COARSE AGGREGATE		L.A. Abrasion	Tex-410-A	Stockpile	1 per project, per source	Sampling and testing are not required when the published value of the source, as listed in the current Material Producer list for BRSQC, meets the project specifications.
		Magnesium Sulfate Soundness	Tex-411-A	Stockpile	1 per project, per source	Sampling and testing are not required when the published value of the source, as listed in the current Material Producer list for BRSQC, meets the project specifications.
		Gradation	Tex-200-F	Stockpile	1 per project, per source	To determine that no more than 20% passes a #8 sieve. Performed at the discretion of the Engineer.
		MicroDeval	Tex-461-A	Stockpile	Approximately one every 5,000 tons of production	Testing frequency may be reduced or eliminated based on satisfactory history.
		Flat and Elongated Particles	Tex-280-F	Stockpile	1 per project, per source	Performed at the discretion of the Engineer.
		Coarse Aggregate Angularity	Tex-460-A	Stockpile	1 per project, per source	Performed at the discretion of the Engineer.
		Deleterious Material and Decant	Tex-217-F	Stockpile	1 per project, per source	Performed at the discretion of the Engineer.
RAP		Decant	Tex-217-F	Stockpile	1 per project, per source	
		Plasticity Index	Tex-106-E	Stockpile	1 per project, per source	Only required when the decant exceeds 5%.

FINE AGGREGATE	Bar Linear Shrinkage	Tex-107-E	Stockpile	1 per project, per source	Performed at the discretion of the Engineer.
	Organic Impurities	Tex-408-A	Stockpile	1 per project, per source	Performed at the discretion of the Engineer.
	Gradation	Tex-200-F	Stockpile	1 per project, per source	Performed at the discretion of the Engineer. Used to determine if the material meets gradation requirements of fine aggregates.
MINERAL FILLER	Bar Linear Shrinkage	Tex-107-E	Bin or Silo	1 per project, per source	Performed at the discretion of the Engineer.
	Gradation	Tex-200-F	Bin or Silo	1 per project, per source	Performed at the discretion of the Engineer.
COMBINED AGGREGATE	Sand Equivalent	Tex-203-F	Stockpiles, hot bins or feeder belts	1 per project, per source	Performed at the discretion of the Engineer.
ASPHALT BINDER	Compliance with Item 300 Binder & Tack Coat		Sampled, tested and preapproved by CSTM&P. Take project samples when designated by the Engineer. Plant for Binder& Road for Tack Coat	1 for each binder and tack coat per project, per grade, per source	Some asphalt at plant. Sample tack coat at the distributor on the roadway. Binder should arrive on the project pre-approved. If not pre-approved, sample binder before use.
COMPLETE MIXTURE	Asphalt Content (%)	Tex-236-F	Truck Sample	Minimum of 1 per day	Determine correlation factors for ignition oven use at a minimum of one per project
	Voids in Mineral Aggregates (VMA)	Tex-207-F	Truck Sample Plant Produced	1 per day	
	Gradation	Tex-236-F	Truck Sample	Minimum of 1 per day	Determine correlation factors for ignition oven use at a minimum of one per project
	Boil Test	Tex-530-C	Truck Sample	1 per project	Unless waived by the Engineer.
	Indirect Tensile-Dry	Tex-226-F		1 per project, per design	Unless waived by the Engineer.
	Lab Molded Density	Tex-207-F	Truck Sample	1 per day	
	Hamburg Wheel Tracker	Tex-242-F	Truck Sample	1 per project	Sample during production
ROADWAY	Tack Coat Adhesion	Tex-247-F	Roadway	1 per project	Performed at the discretion of the Engineer.
	Air Voids	Tex-207-F	Selected by Engineer	1 per day (2 cores)	When required.
	Ride Quality Type A Type B	Tex 1001-S	Travel Lanes	As per specification	Engineer may verify Contactor's results.

L&G Engineering Laboratory
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

PROCTOR TEST REPORT

Project Description: Amberland Subdv.(CAP)
Client: Hidalgo County Pct. #3 (CAP)
Engineer: Hinojosa Engineering
Contractor: Valley Paving

L&G Project Number: L37817
L&G Report Number: R001
Sample Date: 01/14/2009
Date Reported: 01/16/2009

Field Number: Roadway

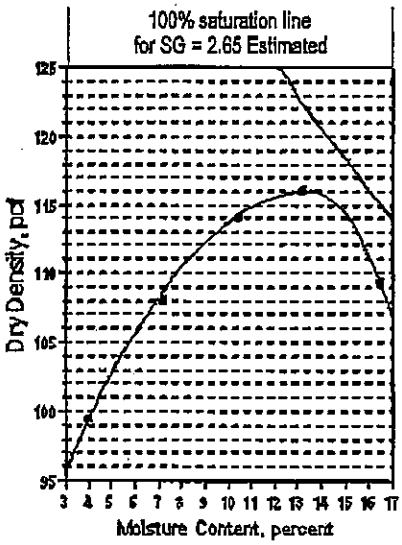
Compaction Method: ASTM D-698
Material Description: Limed Subgrade

Specific Gravity: 2.65

Liquid Limit: 30
Plastic Limit: 19
Plasticity Index: 11
% Passing No. 200: 0.0
Group Symbol: GP

Specimen No.:	1	2	3	4	5
Moisture, %:	3.9	7.2	10.5	13.3	16.4
Dry Density (pcf):	99.1	108.0	114.0	116.0	109.8

Maximum Dry Density in P.C.F.: 116.0
Optimum Moisture (%): 13.5



Remarks: (Minus 200 N/A)
Test Method: ASTM D-698 Method-A

Orig: Hidalgo County Pct. #3 (CAP) (Mission, TX)
(1-cc copy)
1-cc Hinojosa Engineering
1-cc Valley Paving
1-cc Laboratory

Respectfully Submitted,
L&G Engineering Laboratory

Ricardo A. Gil, Lab Manager

THIS REPORT APPLIES ONLY TO THE STANDARDS OR PROCEDURES INDICATED AND TO THE SAMPLE(S) TESTED AND/OR OBSERVED AND ARE NOT NECESSARILY INDICATIVE OF THE QUALITIES OF APPARENTLY IDENTICAL OR SIMILAR PRODUCTS OR PROCEDURES, NOR DO THEY REPRESENT AN ONGOING QUALITY ASSURANCE PROGRAM UNLESS SO NOTED. THESE REPORTS ARE FOR THE EXCLUSIVE USE OF THE ADDRESSED CLIENT AND ARE NOT TO BE REPRODUCED WITHOUT WRITTEN PERMISSION.
REPORT CREATED BY ElmTree SYSTEM

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Construction Material Testing
Geotechnical Engineering

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900 S. Stewart Rd. Ste. 6 Mission, TX 78572 (956) 583-7117

PROCTOR TEST REPORT

Project Description: Amberland Subdv.(CAP)
Client: Hidalgo County Pct. #3 (CAP)
Engineer: Hinojosa Engineering
Contractor: Valley Paving

L&G Project Number: L37817
L&G Report Number: R002
Sample Date: 01/15/2009
Date Reported: 01/17/2009

Field Number: Roadway

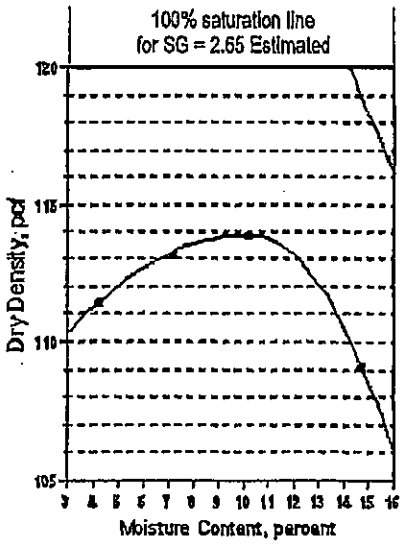
Compaction Method: ASTM D-698
Material Description: Caliche (Base Material)

Specific Gravity: 2.65

Liquid Limit: 24
Plastic Limit: 17
Plasticity Index: 7
% Passing No. 200: 0.0
Group Symbol: CL

Specimen No.:	1	2	3	4
Moisture, %:	4.3	7.2	10.3	14.7
Dry Density (pcf):	111.5	113.1	113.9	109.2

Maximum Dry Density in P.C.F.: 113.9
Optimum Moisture (%): 10.3



Remarks: Minus 200 N/A,Wet Ball Mill Value 30 %
Test Method: ASTM D-698 Method-A

Orig: Hidalgo County Pct. #3 (CAP) (Mission, TX)
(1-cc copy)
1-cc Hinojosa Engineering
1-cc Valley Paving
1-cc Laboratory

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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

FIELD DENSITIES TEST REPORT

Project Description: Amberland Subdv.(CAP)
Client: Hidalgo County Pct. #3 (CAP)
Engineer: Hinojosa Engineering
Contractor: Valley Paving

L&G Project Number: L37817
L&G Report Number: R003
Sample Date: 01/20/2009
Date Reported: 01/20/2009

Material Description Subgrade
Required % Proctor 95 **Moisture Tolerance** 13.5

Proctor No	Optimum % Moisture	Opt. Density, LB/CF
LIME SUBGR.	13.5	116.0

Test No.	Test Location	Proctor No	Moisture Content	Dry Density	Percent Compaction	Depth (Inch)
1	E. Jefferson St. 600ft W. of Glasscock Intersection 1ft North of CL	LIME SUBGR.	12.2%	111.7 pcf	96.3% (Pass)	6"
2	E. Jefferson St. 400ft W. of Glasscock Intersection 5ft Sorth of CL	LIME SUBGR.	13.0%	110.6 pcf	95.3% (Pass)	6"
3	E. Jefferson St. 100ft W. of Glasscock Intersection 4ft North of CL	LIME SUBGR.	11.9%	110.6 pcf	95.3% (Pass)	6"

Remarks: Test results are in general compliance with the project specifications except as noted.
Test Methods: ASTM D2922, D3017

Orig: Hidalgo County Pct. #3 (CAP) (Mission, TX)
(1-cc copy)
1-cc Hinojosa Engineering
1-cc Valley Paving
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

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900 S. Stewart Rd. Ste. 6 Mission, TX 78572 (956) 583-7117

FIELD DENSITIES TEST REPORT

Project Description: Amberland Subdv.(CAP)
Client: Hidalgo County Pct. #3 (CAP)
Engineer: Hinojosa Engineering
Contractor: Valley Paving

L&G Project Number: L37817
L&G Report Number: R004
Sample Date: 01/27/2009
Date Reported: 01/27/2009

Material Description Subgrade
Required % Proctor 98 **Moisture Tolerance** 10.3

Proctor No	Optimum % Moisture	Opt. Density, LB/CF
L37817-2	10.3	113.9

Test No.	Test Location	Proctor No	Moisture Content	Dry Density	Percent Compaction	Depth (Inch)
1	Amberlane Sta. 3+50 5ft S. of CL	L37817-2	11.1%	124.8 pcf	109.6% (Pass)	6"
2	Amberlane Sta. 8+00	L37817-2	12.1%	118.5 pcf	104.0% (Pass)	6"

Remarks: Test results are in general compliance with the project specifications except as noted.
Test Methods: ASTM D2922, D3017

Orig: Hidalgo County Pct. #3 (CAP) (Mission, TX)
(1-cc copy)
1-cc Hinojosa Engineering
1-cc Valley Paving
1-cc Laboratory

Respectfully Submitted,
L&G Engineering Laboratory

Ricardo A. Gil, Lab Manager

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REPORT CREATED BY ElmTree SYSTEM

HIDALGO COUNTY AUDITOR'S OFFICE
BORDER COLONIA ACCESS PROGRAM

DOCUMENTATION REQUIRED ON ROAD CONSTRUCTION PROJECTS

Project # CAP-08-013-05-11-LRM Amberland Subdivision

PROJECT IN PROGRESS		
ITEM#	DOCUMENTS REQUIRED FOR PAYMENT	DOCUMENT SOURCE
1	Application & Certification of Payment	Contractor
2	Schedule of Values	Engineer
3	Estimate Quantity Worksheet	Engineer
4	List of Supplier and Sub-contractors (as applicable)	Contractor
5	Partial Waiver of Liens (Sub- Contractors/Suppliers)	Contractor
6	Contract Time Statement	Engineer
7	Testing Table Report	Engineer
8	Wage Certification Statement	Program Director

The list of suppliers and waiver of liens are necessary to ensure that the County is not held liable for activities not under its control.

Monthly Utilization Reports w/ Certified Payroll

PROJECT COMPLETED		
ITEM#	DOCUMENTS REQUIRED FOR PAYMENT	DOCUMENT SOURCE
1	Application & Certification of Payment	Contractor
2	Schedule of Values	Engineer
3	Estimate Update Quantity Worksheet	Engineer
4	Certificate of Construction Completion	Contractor
5	Contractor's Affidavit of Release of Liens	Contractor
6	Contractor's Affidavit of Payments of Debts and Claims	Contractor

NOTES:

1) All Payments require Program Director and Commissioner's Court Approval.
2) If application for payment includes any change in contract amount, then a change order needs to be included (approved by TxDot and Commissioner's Court).

Submitted By: Valley Paving Inc.
321 E. 2 Mile Line
Mission TX 78574
Attn: Rosie Treviño

HINOJOSA ENGINEERING, INC.
STRUCTURAL ENGINEERING • CIVIL ENGINEERING
LAND SURVEYING
108 W. 18TH ST. MISSION, TEXAS 78572

TRANSMITTAL LETTER

PROJECT: AMBERLAND SUBDIVISION **PROJECT #** 06-168

DATE: 2-4-09.

TO: PCT. 2.

If enclosures are not as noted, please Inform us immediadialy.
If checked below, please,
( ) Acknowledge receipt of enclosure.
( ) Return enclosures to us.

ATTN: AGAPITO VARGAS

WE TRANSMIT:
(X) HEREWITH ( ) UNDER SEPERATE COVER VIA _____
( ) IN ACCORDANCE WITH YOUR REQUEST _____

FOR YOUR:
(X) APPROVAL ( ) RECORD ( ) INFORMATION
( ) REVIEW & COMMENT ( ) DISTRIBUTION TO PARTIES

THE FOLLOWING:
( ) DRAWINGS ( ) SHOP DRAWING REPRODUCIBLES ( ) SAMPLES
( ) SPECIFICATIONS ( ) SHOP DRAWING PRINTS ( ) PRODUCT LITERATURE
( ) CHANGE ORDER (X) OTHER APPLICATION FOR PAYMENT.

COPIES	DATE	DESCRIPTION
1	2-4-09	ORIGINAL APPLICATION FOR PAYMENT No. 1

REMARKS: Received: 2/4/09

COPIES TO :

Border Colonia Access Program
Checklist for Documents Required for Road Construction

Contractor: Valley Paving Inc.
Contract Amount: $103,498.63
Project/Precinct: Amberland Subd. / Pct 3
Owner's Contract No.: C-CAP-08-013-07-11

Item	Required Documents	Submitted & Reviewed	Approved	Comments:
	INITIATION OF PROJECT:			
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	✓	✓	
10	Estimate Quantity Update Worksheet	✓	✓	
11	List of Suppliers and Sub-contractors	✓	✓	
12	Partial Waiver of Liens (Sub-contractors/suppliers)	X	X	Did NOT Receive (A/P/Valley Paving) will submit Later See List of Supplie
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 attomey)(B)			
21	Consent of Surety to Final Payment(with power of attorney)(B)			
22	Final Blue Prints			

AI-13972 **10.H.**

Purchase of four (4) Heavy Duty 30 yd Roll-Off Containers
CC CONSENT

Date:	02/17/2009
Submitted By:	Yolanda Velasquez, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department

Information

CAPTION

Presentation for consideration, discussion, acceptance and approval of proposal(s) received from B & C Body Company/Dallas, TX, awarded vendor through Hidalgo County's participation/membership with HGAC Contract No.#RC08-08 for the purchase of four (4) heavy duty 30 yd Roll-Off Containers in an amount not to exceed $21,536.00, to include free delivery for project #2009-096yzv

BACKGROUND

As requested by Norma Ceballos from Precinct No. 3. Proposed purchase will provide containers for Precinct No 3 Sanitation Department

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-432-00-123-001-0-748

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

BUDGETARY IMPACT:

Amount available as of 02/12/09; $20,000.00
Pending AI-13909 $1,536.00
Total $21,536.00

Attachments

Link: HGAC-Quote

Link: Quote Approval

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	02/12/2009 12:20 PM	APRV
2	Budget & Management	Veronica Lopez	02/12/2009 04:02 PM	APRV
3	Roland Garcia	Rolando Garcia	02/12/2009 05:22 PM	APRV
4	Auditor's Office		02/13/2009 05:43 PM	NEW

Form Started By: Yolanda Velasquez Started On: 02/11/2009 03:45 PM

Final Approval Date: 02/13/2009

HGACBuy CONTRACT PRICING WORKSHEET
For Standard Equipment Purchases

Contract No.:	RC08-08	Date Prepared:	2/6/2009

Buying Agency:	HIDALGO COUNTY	Contractor:	B & C BODY CO.
Contact Person:	YOLANDA VELASQUEZ	Prepared By:	TED KIDWILL
Phone:	956 318 2626	Phone:	817 996 9763 CELL /OF 866 794 3226
Fax:	956 318 2629	Fax:	214 630 2755
Email:		Email:	T1KIDWILL@AOL.COM

Product Code:	GA 10	Description:	GALBREATH R -2260 30 YD.

A. Product Item Base Unit Price Per Contractor's H-GAC Contract: 5,384.00

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
		Subtotal From Additional Sheet(s):	
		Subtotal B:	0

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:	0

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:** 0%

D. Total Cost before any other applicable Charges, Trade-Ins, Allowances, Discounts, Etc. (A+B+C)

Quantity Ordered:	4	X Subtotal of A + B + C:	5384	=	Subtotal D:	21536

E. Other Charges, Trade-Ins, Allowances, Discounts, Etc.

Description	Cost	Description	Cost
FREIGHT INCLUDED			
		Subtotal E:	0

Delivery Date:		F. Total Purchase Price (D+E):	21536

B & C BODY COMPANY

4757 IRVING BLVD. Suite 106 DALLAS, TEXAS 75247
214-631-2196 800: 866-794-3226 FAX: 214-630-2755
E-MAIL T1KIDWILL@AOL.COM
CELL 817 996 9763

2/6/2009

YOLANDA VELASQUEZ

HIDALGO COUNTY

100 E. CANO 4 TH FLOOR EDINBURG TX 78539

956-318-2626 FAX: 956-318-2629

EST. DELIVERY 3 TO 4 WEEKS

TERMS NET 30

F.O.B. SEE BELOW

TO BE SHIPPED VIA
SALESMAN TED KIDWILL

IN RESPONSE TO YOUR INQUIRY, WE SUBMIT THE FOLLOWING QUOTATION.

HGAC CONTRACT #RC08-08 REFUSE HANDLING CONTRACT
CONTRACT PERIOD 8-1-2008 THRU 7-31-2010
LINE ITEM # GA 10
4 - GALBREATH BY WASTE QUIP MODEL R-2260 30. YD. $ 5,384.00 EA. $ 21,536.00
WITH HEAVY DUTY OPTIONS INCLUDED
PAINTED COUNTIES STANDARD COLORS

SHIPPED 4 CONTAINERS PER LOAD
FREIGHT FREE

F.O.B. ANY PRECINT IN HIDALGO COUNTY
PLEASE SPECIFY ADDRESS WHEN ORDERING

TAX EXEMPT
TAX NOT INCLUDED

4 - 30 Cubic yards Containers for Sanitation Dept.

THIS QUOTATION IS SUBJECT TO AND CONDITIONED ON THE AVAILABILITY AND DELIVERY OF THE DESCRIBED EQUIPTMENT TO B&C BODY COMPANY INC, BY THE MANUFACTURER. B&C BODY COMPANY OFFERS NO WARRANTYCOVERAGE OTHER THAN THAT APPROVED BY MANUFACTURES AT TIME OF FAILURE.

ACCEPTED. The above prices,specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.Payment will be made as outlined above.Please refer to above Quotation Number when placing your order

DATE OF ACCEPTANCE

FIRM HIDALGO COUNTY

BY

THIS QUOTATION IS GOOD FOR 30 DAYS,OR UNTIL MATERIALS AND LABOR COSTS CHANGE

BY

Agenda item for
#13909 appropriation the difference

AI-13966 **10.I.**

Purchase of New Bulletproof Vests (Body Armors)

CC CONSENT

Date:	02/17/2009
Submitted By:	Sandra Montalvo, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department

Information

CAPTION

Requesting authority to advertise and approval of procurement packet (i.e. draft specifications-requirements, legal notice, draft requirement agreement etc.) as attached hereto for: Hidalgo County-Purchase of New Bulletproof Vests (body armors) Bid No. 2009-025 SMA

BACKGROUND

1. Draft Requirement Agreement form was previously approved by legal counsel on 01/17/06
2. Proposed Schedule of Events:

1st Advertisement: February 21, 2009
2nd Advertisement: February 28, 2009
Pre-Bid Conference: March 02, 2009 @ 10:00 a.m.
Bid Opening Date March 11, 2009

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-421-00-280-001-0-611

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

BUDGETARY IMPACT:

Amount available as of 02/13/09; $190,275.28

Funding consideration for advertising only.

Attachments

Link: draft agreement, Exhibit A & B

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	02/12/2009 12:15 PM	APRV
2	Budget & Management	Veronica Lopez	02/12/2009 03:57 PM	APRV
3	Rey Salazar	Rey Salazar	02/13/2009 10:10 AM	APRV
4	Roland Garcia	Rolando Garcia	02/13/2009 11:50 AM	APRV
5	Auditor's Office		02/13/2009 05:43 PM	NEW

Form Started By: Sandra Montalvo

Started On: 02/11/2009 03:05 PM

Final Approval Date: 02/13/2009

EXHIBIT" A"

SPECIFICATIONS/REQUIREMENTS

Hidalgo County
REQUEST FOR BIDS
" Purchase of New Bulletproof Vests (soft body armors)"
BID No. 2009-025-03-11-SMA

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EXHIBIT "A"
HIDALGO COUNTY
"Purchase of New Bulletproof Vests" (soft body armors)
BID NO.: 2009-025-03-11-SMA
SPECIFICATIONS/REQUIREMENTS

LEVEL II AND IIIA BULLETPROOF VESTS (soft body armors)

INTRODUCTION:
Hidalgo County is currently soliciting to contract a qualified vendor that meets or exceeds all specification/requirements, terms and conditions for the purchase of Bulletproof Vests (body armors) on an **"As Needed Basis".** The product specification details the style and quality of **concealable soft bulletproof vests (body armors)** intended for use by male or female members. The vests shall be worn comfortably while being concealed under a shirt. All vests shall provide resistance 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.

LEVEL II VESTS
Option –A

1. **SCOPE**

This product specification details the style and quality of concealable soft body armor vests intended for use by male or female members of this agency. The vests shall be worn comfortably while being concealed under a shirt. All vests shall provide resistance 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.

The concealable body armor shall meet the NIJ STD. 0101.04 / NIJ 2005 Interim Requirements, Threat Level II. 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, drawings and/or photographs, technical specifications.

Where the apparent low bidder has proposed an alternate product, that bidder shall demonstrate product equivalency to the satisfaction of the department. Evidence of equivalency shall be presented for each requirement of this specification, and the burden of such equivalency in entirely on the vendor. 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 STD. 0101.04 / NIJ 2005 Interim Requirements for Type II armor, shall be submitted under this specification.
Bids with multiple models, as alternates will be rejected.

2. **SILENCE OF SPECIFICATIONS**

Commercially accepted practices shall apply to any detail not covered in this specification and to any omission of this specification. Any omission or question of interpretation of the specification which affects the ballistic performance or integrity of the soft body armor being offered shall be addressed in writing and submitted with the bid.

3. **PROTEST**

Any protest based on the selection and performance criteria of this specification will be disregarded.

4. **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, NIJ STD. 0101.04 / NIJ 2005 Interim Requirements, Ballistic Resistance of Police Body Armor
2. MIL-STD-662F, V50 Ballistic Test for Armor
3. ASTM D 6193, Standard Practices for Stitches and Seams.
4. ANSI/ISO/ ASQ Q9001-2000 Certification.

Requirements of this specification shall take precedence over the above referenced standards and specifications.

5. **PURCHASE REQUIREMENT**

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.

6. **SPECIFIC QUANTITY**

The agency 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.

7. **DESIGN REQUIREMENTS**

The Intended use of the soft body armor detailed herein is intended to be standard issue armor. It is intended for routine daily wear as an undergarment.

The soft body armor shall be designed to provide:

1. Light and thin NIJ certified armor in Level II.
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 STD. 0101.04 / NIJ 2005 Interim Requirements.

8. **GENERAL DESIGN**

The ballistic panels of soft body armor meeting this specification shall provide thin, flexible, lightweight comfort utilizing high Performance ballistic materials. The soft body 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, (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 removable/replaceable elastic Breathe-O-Prene® shoulder straps and four removable/replaceable elastic waist 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 outer shell carriers shall include front and rear 5" x 8" / 8" x 10" combination plate pockets designed to accommodate trauma, ballistic or blade inserts.

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.

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Female models shall be designed specifically for the female torso and shall have allowances for bust configuration.

Panels shall be equipped with an integral self suspending ballistic system (SSBS). The SSBS must provide direct support to the ballistic panels to keep them sagging and creasing at the bottom of the carrier.

Each piece of soft body armor shall include the following:

1. One (1) set of ballistic panels.
2. Integral Self Suspending Ballistic System (SSBS).
3. Four (4) removable/replaceable 4 point 2" elastic waist straps.
4. One (1) complete washable Carrier System, in color.
5. Front and Rear 5" x 8" / 8" x 10" Combo pockets.
6. One (1) trauma reduction insert.
7. Two (2) removable/replaceable shoulder straps.

9. ADDITIONAL COMPLETE CARRIER SYSTEM

Hidalgo County upon request will select vest cover in tan, black or blue.

1. Integral Self Suspending Ballistic System (SSBS).
2. Four (4) removable/replaceable 4 point 2" elastic waist straps
3. Two (2) removable/replaceable shoulder straps
4. Front and Rear 5" x 8" / 8" x 10" Combo pockets.

Hidalgo County on a as need basis may need to procure vest carriers for replacement of worn or torn carriers.

10. **BALLISTIC PANEL MATERIALS**

All materials shall be new, unused and without flaws that affect appearance, durability and function.
The ballistic panels shall be constructed of a matrix of woven Aramid fabric, Aramid UD and polyethylene UD. No other ballistic material shall be used.

As the department has selected these materials, any bids, which represent products manufactured from other materials, shall be rejected. Accordingly, all bidders shall include a letter from the manufacturer stating that the products being submitted for consideration are manufactured from 100% first quality woven Aramid fabric, Aramid UD and polyethylene UD.

11. **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 the agency 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 12.6 oz. (.79 lbs.) per square foot for NIJ level II.

12. **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 STD. 0101.04 / NIJ 2005 Interim Requirements 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 STD. 0101.04 / NIJ 2005 Interim Requirements. 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 12.6 oz. (.79 lbs.) per square foot test sample.

	9mm	357 Mag
V50 (fps)	1583	1600
V50 (m/s)	482	488
BFS (mm)	22	31
BFS (in)	.87	1.22

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Bid submissions, which do not meet this requirement, will be rejected.

13 LABELING

Label material shall withstand normal wear and cleaning and remain readable during the entire warranted life of the armor or carrier.

All soft body armor shall be labeled in strict adherence to the labeling requirement set forth in NIJ STD. 0101.04 / NIJ 2005 Interim Requirements. The ballistic panel labeling shall include, but not be limited to the following:

1. Name of Manufacture
2. Level of Protection
3. NIJ STD. 0101.04 / NIJ 2005 Interim Requirements
4. Date of Manufacture
5. Size
6. Serial Number
7. Model of Vest
8. Care Instructions

14. BALLISTIC PANEL COVER MATERIAL

This department recognizes the importance of protecting the ballistic panel from exposure to environmental elements. Also, the department is aware that high degrees of "moisture Vapor Transmission" (WVT) through the ballistic panel cover may allow moisture to migrate into the fibrous structure of the ballistic panel thus causing a reduction in ballistic performance. **Therefore, potential bidders who offer ballistic panel covers that claim to "Breathe" or allow high levels of "Moisture Vapor Transmission" to pass through them will not be considered.** This department will only consider armor systems that incorporate a Ballistic Panel Barrier System. The Barrier System must exhibit a high degree of water repellency and resistance to MVT. The Barrier system will have a water repellant treatment on its exposed surface that resists moisture and staining. In addition, the Barrier System will incorporate a Nano-Technology, Anti-Microbial/Anti-Fungal treatment that inhibits the growth of mold and bacteria. The interior of the Barrier System will incorporate an all weather film laminate technology to further enhance resistance to moisture migration and MVT. This department will only accept offers from potential suppliers who can provide laboratory test reports indicating that the ballistic panel Barrier System being offered provides the following minimum protection on a per lot basis:

Characteristic	Requirement	Test Method
Determination of resistance to water penetration - Hydrostatic pressure test (mm)	> 10,000	ISO-811
Water Vapor Transmission (gms/sq mtr / 24 hrs)	< 550	ASTM E96 D (inverted)
Wet-flex after 24 hours	No delamination	BWW –24H
Resistance to water penetration after exposure to diesel fuel (psi)	>90 1/	ASTM D751
Resistance to water penetration after exposure to sea water (psi)	>100 1/	ASTM D751
Resistance to water penetration after exposure to alcohol (psi)	>100 1/	ASTM D751

*** Each fabric shall be completely submerged in particular fluid for a period of 24 hours and line-dried.*

15 . VEST OUTER CARRIER MATERIAL

Removable Carrier

The machine washable carrier shall be removable from the ballistic panels for laundering. The carrier systems body side fabric shall consist of Wik-Away® moisture wicking mesh. To eliminate uncomfortable body side seams and bulges, there shall be no zippers or hook & loop closures against the body. The exterior of the outer-shell will utilize Super-Suede Micro-Fiber with a mid-torso horizontal zipper for improved insertion and removal of the ballistic panel cover. Low profile loop will be used for strap attachment points to reduced bunching and pulling of the uniform shirt. The interior of the carrier at the shoulders shall have attachment points made of low profile loop to allow for internal suspension of the ballistic panel via tabs of hook. This enables the wearer to utilize separate external shoulder straps. In addition, the carrier shall be designed so that it can accommodate the Self Suspending Ballistic System (SSBS). **No substitutes will be accepted.** The outer shell carriers shall include front and rear 5" x 8" / 8" x 10" combination plate pockets designed to accommodate trauma, ballistic or blade inserts.

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, and have a Soil Resistant Finish (SRF). All fabrics shall have no visible fabric or color flaws.

16. QUALITY CONTROL

The awarded vendor must maintain a ANSI/ISO/ ASQ Q9001-2000 Certification quality program. The documented quality control system must be designed to insure the integrity and quality of the manufactured products. The quality control system shall control all manufacturing process and incoming raw materials. The vendor must have an in-house ballistic laboratory capable of performing ballistic testing of incoming raw materials and in-process samples. The vendor must have the capability of performing testing in accordance with MIL-STD-662F and NIJ STD. 0101.04 / NIJ 2005 Interim Requirements. Procedures for lot testing of incoming raw materials and in-process samples must be incorporated into the quality control system.

All incoming ballistic material shall undergo V50 ballistic lot tests in accordance with MIL-STD-662F. Every vest panel manufactured shall be inspected for material defects and proper ply counts. Every vest panel manufactured shall be subsequently inspected for proper ballistic panel stitching. Covers and accessories shall be re inspected during manufacturing for defects at selected points during manufacturing to assure the absence of hidden defects in the final item.

In addition, each vest shall receive a final inspection prior to shipment. This inspection shall include a review of the quality control check sheet and confirm the product against the customer's order.

17. SERIAL NUMBERS

Each unit of soft body armor delivered shall have an individual serial number. Each serialized soft body armor shall be traceable to its original ballistic material lot number and ballistic material mill roll number. Additionally the soft body armor serial number shall be traceable to an incoming material lot test and ballistic panel lay-up lot test.

18. 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 STD. 0101.04 / NIJ 2005 Interim Requirements for backing material.

19. 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.

20. FIT AND ALTERATION POLICY

The manufacturer shall perform all required alterations of more than one inch within 30 days after original shipment of the product at no charge. Adjustments of an inch or less than an inch can be accomplished by utilizing the adjustable strap feature on the vest.

21. WARRANTIES:

1. Vendor shall warrant the ballistic panels to be free from defects in workmanship and materials for a minimum of five 5) years.
2. Vendor shall warrant the carriers to be free from defects in workmanship and materials for a minimum of two (2) years.
3. Any vest found to be defective during the warranty period shall be replaced by the Vendor at no cost to the County. Such replacement shall be within ten working days.
4. Ill-fitting ballistic resistant body armor vest(s) shall be viewed, re-measured, and altered if deemed necessary to comply with proper fit on officers, and shall be performed within thirty(30) calendar day of notification.
5. County shall notify vendor of ill-fitting or defective vests within forty (40) calendar days of receipt of goods.

22. PACKAGING

All soft body armor shall be packaged and shipped consistent with good commercial practices. Shipping Cartons: The soft body armor shall be packed into suitable corrugated cardboard box. The box shall allow for normal shipping without damage to the soft body armor.

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23. DOCUMENTATION

The following documents, certifications, test-reports and samples must be included with the vendor's bid. Where one manufacturer is bidding through multiple vendors, the manufacturer may submit the appropriate paperwork on behalf of all vendors. 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.
2. Manufacturers bidding direct must include a service proposal as to how measuring, alterations and customer service will be maintained without local distribution.
3. NIJ 0101.04 / NIJ 2005 Interim Requirements 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. V50 test reports must be submitted for the ballistic package for both NIJ calibers for that class.
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
6. Product Liability Insurance providing a minimum coverage of $26,000,000.
7. Documentation stating the coverage and limitations of the 5-year ballistic package warranty.
8. Documentation stating the coverage and limitations of the 24-month outer-shell cover warranty.

Technical Specifications
Level II
Concealable Armor

Ballistic Material	Aramid fabric Aramid UD Polyethylene UD
NIJ	Level II
Weight	12.6 Oz. / .79 lbs. Sq. Ft.
Thinness	.15 inches

	9mm	357 Mag
V50 (fps)	1583	1600
V50 (m/s)	482	488
BFS (mm)	22	31
BFS (in)	.87	1.22

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LEVEL II VESTS
OPTION B

1. SCOPE

This product specification details the style and quality of concealable soft body armor vests intended for use by male or female members of this agency. 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.

The concealable body armor shall meet the NIJ 0101.04 / NIJ 2005 Interim Requirements, for Threat Level II 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, drawings and/or photographs, technical specifications.

Where the apparent low bidder has proposed an alternate product, that bidder shall demonstrate product equivalency to the satisfaction of the department. Evidence of equivalency shall be presented for each requirement of this specification, and the burden of such equivalency in entirely on the vendor. 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 NIJ Standard 0101.04, Ballistic Resistance of Police Body Armor and NIJ 2005 Interim Requirements for Type II armor, shall be submitted under this specification. No exceptions.

Bids with multiple models, as alternates will be rejected.

2. SILENCE OF SPECIFICATIONS

Commercially accepted practices shall apply to any detail not covered in this specification and to any omission of this specification. Any omission or question of interpretation of the specification which affects the ballistic performance or integrity of the soft body armor being offered shall be addressed in writing and submitted with the bid.

3. PROTEST

Any protest based on the selection and performance criteria of this specification will be disregarded.

4. 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-STD-0101.04, Ballistic Resistance of Police Body Armor/ NIJ 2005 Interim Requirements
2. MIL-STD-662F, V50 Ballistic Test for Armor
3. ASTM D 6193, Standard Practices for Stitches and Seams.
4. ANSI/ISO/ ASQ Q9001-2000 Certification

Requirements of this specification shall take precedence over the above referenced standards and specifications.

5. 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.

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6. **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.

7. **DESIGN REQUIREMENTS**
The Intended use of the soft body armor detailed herein is intended to be standard issue armor. It is intended for routine daily wear as an undergarment.

The soft body armor shall be designed to provide:

1. Light and thin NIJ certified armor in Level II
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 Standard 0101.04. / NIJ 2005

8. **GENERAL DESIGN**
The ballistic panels of soft body armor meeting this specification shall provide thin, flexible, lightweight comfort utilizing high performance ballistic materials. The soft body 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, (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 removable/replaceable elastic Breathe-O-Prene® shoulder straps and four removable/replaceable elastic waist 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 outer shell carriers shall include front and rear 5" x 8" / 8" x 10" combination plate pockets designed to accommodate trauma, ballistic or blade inserts.

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 self suspending ballistic system (SSBS). The SSBS must provide direct support to the ballistic panels to keep them sagging and creasing at the bottom of the carrier.

Each piece of soft body armor shall include the following:

1. One (1) set of ballistic panels.
2 Integral self suspending ballistic system (SSBS).
3. Removable 4 point 2" elastic waist straps
4. One (1) complete washable Carrier System.
5. Front and Rear 5" x 8" / 8" x 10" Combo pockets.
6. One (1) Trauma Reduction insert.

9. ADDITIONAL COMPLETE CARRIER SYSTEM
Hidalgo County upon request will select vest cover in tan, black or blue.
1. Integral self suspending ballistic system (SSBS)
2. Removable 4 point 2" elastic waist straps
3. Front and Rear 5" x 8" / 8" x 10" Combo pockets

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10. BALLISTIC PANEL MATERIALS

All materials shall be new, unused and without flaws that affect appearance, durability and function.
The ballistic panels shall be constructed of a matrix of Woven Para-Aramid fabric. No other ballistic material shall be used.

As the department has selected these materials, any bids, which represent products manufactured from other materials, shall be rejected. Accordingly, all bidders shall include a letter from the manufacturer stating that the products being submitted for consideration are manufactured from 100% first quality Woven Para-Aramid fabric

10. 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 the agency 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 10.6 oz. (.66 lbs.) per square foot for NIJ level II. Sample weights are (+/- 5%).

11. 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 Standard 0101.04 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 Standard 0101.04. 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 an 10.6 oz. (.66 lbs.) per square foot test sample. Sample weights are (+/- 5%). Blunt trauma reduction is also an important aspect of armor design. Low back face signature (BFS) should result in reduced blunt trauma injury.

	9mm	357 Mag
V50 (fps)	1664	1644
V50 (m/s)	507	501
BFS (mm)	32	39
BFS (in)	1.26	1.53

Bid submissions, which do not meet this requirement, will be rejected.

12. LABELING

Label material shall withstand normal wear and cleaning and remain readable during the entire warranted life of the armor or carrier.

All soft body armor shall be labeled in strict adherence to the labeling requirement set forth in NIJ Standard 0101.04 / NIJ 2005 Interim Requirements. The ballistic panel labeling shall include, but not be limited to the following:

1. Name of Manufacture
2. Level of Protection
3. NIJ 2005 Interim Requirements
4. Date of Manufacture
5. Size
6. Serial Number
7. Model of Vest
8. Care Instructions

13. BALLISTIC PANEL COVER MATERIAL

This department recognizes the importance of protecting the ballistic panel from exposure to environmental elements. Also, the department is aware that high degrees of "moisture Vapor Transmission" (WVT) through the ballistic panel cover may allow moisture to migrate into the fibrous structure of the ballistic panel thus causing a reduction in ballistic performance. **Therefore, potential bidders who offer ballistic panel covers that claim to "Breathe" or allow high levels of "Moisture Vapor Transmission" to pass through them will not be**

considered. This department will only consider armor systems that incorporate a Ballistic Panel Barrier System. The Barrier System must exhibit a high degree of water repellency and resistance to MVT. The Barrier system will have a water repellant treatment on its exposed surface that resists moisture and staining. In addition, the Barrier System will incorporate a Nano-Technology, Anti-Microbial/Anti-Fungal treatment that inhibits the growth of mold and bacteria. The interior of the Barrier System will incorporate an all weather film laminate technology to further enhance resistance to moisture migration and MVT. This department will only accept offers from potential suppliers who can provide laboratory test reports indicating that the ballistic panel Barrier System being offered provides the following minimum protection on a per lot basis:

Characteristic	Requirement	Test Method
Determination of resistance to water penetration - Hydrostatic pressure test (mm)	> 10,000	ISO-811
Water Vapor Transmission (gms/sq mtr / 24 hrs)	< 550	ASTM E96 D (inverted)
Wet-flex after 24 hours	No delamination	BWW –24H
Resistance to water penetration after exposure to diesel fuel (psi)	>90 1/	ASTM D751
Resistance to water penetration after exposure to sea water (psi)	>100 1/	ASTM D751
Resistance to water penetration after exposure to alcohol (psi)	>100 1/	ASTM D751

*** Each fabric shall be completely submerged in particular fluid for a period of 24 hours and line-dried.*

14. VEST OUTER CARRIER MATERIAL

Removable Carrier

The machine washable carrier shall be removable from the ballistic panels for laundering. The carrier systems body side fabric shall consist of smooth fit SFT™ micro-fiber with Nano Technology micro-encapsulated phase change temperature regulation and Anti-Microbial bacteria, mold and mildew deterrent. To eliminate uncomfortable body side seams and bulges, there shall be no zippers or hook & loop closures against the body. The exterior of the outer-shell will utilize Super-Suede Micro-Fiber with a mid-torso horizontal zipper for improved insertion and removal of the ballistic panel cover. Low profile loop will be used for strap attachment points to reduced bunching and pulling of the uniform shirt. The interior of the carrier at the shoulders shall have attachment points made of low profile loop to allow for internal suspension of the ballistic panel via tabs of hook. This enables the wearer to utilize separate external shoulder straps. In addition, the carrier shall be designed so that it can accommodate the Self Suspending Ballistic System (SSBS). **No substitutes will be accepted.** The outer shell carriers shall include front and rear 5" x 8" / 8" x 10" combination plate pockets designed to accommodate trauma, ballistic or blade inserts.

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, and have a Soil Resistant Finish (SRF). All fabrics shall have no visible fabric or color flaws.

15. QUALITY CONTROL

The awarded vendor must maintain a ANSI/ISO/ ASQ Q9001-2000 Certification quality program. The documented quality control system must be designed to insure the integrity and quality of the manufactured products. The quality control system shall control all manufacturing process and incoming raw materials. The vendor must have an in-house ballistic laboratory capable of performing ballistic testing of incoming raw materials and in-process samples. The vendor must have the capability of performing testing in accordance with MIL-STD-662F and NIJ Standard 0101.04. Procedures for lot testing of incoming raw materials and in-process samples must be incorporated into the quality control system.

All incoming ballistic material shall undergo V50 ballistic lot tests in accordance with MIL-STD-662F with exception of using a clay backing conditioned in accordance with the requirements of NIJ 0101.04.

Every vest panel manufactured shall be inspected for material defects, proper ply counts, and for proper ballistic panel stitching. Covers and accessories shall be re-inspected during manufacturing for defects at selected points during manufacturing to assure the absence of hidden defects in the final item.

In addition, each vest shall receive a final inspection prior to shipment. This inspection shall include a review of the quality control check sheet and confirm the product against the customer's order.

16. SERIAL NUMBERS
Each unit of soft body armor delivered shall have an individual serial number. Each serialized soft body armor shall be traceable to its original ballistic material lot number and ballistic material mill roll number. Additionally the soft body armor serial number shall be traceable to an incoming material lot test and ballistic panel lay-up lot test.

17. 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 clay backing which meets the requirements of NIJ Standard 0101.04 for backing material.

18. 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.

19. FIT AND ALTERATION POLICY
The manufacturer shall perform all required alterations of more than one inch within 30 days after original shipment of the product at no charge. Adjustments of an inch or less than an inch can be accomplished by utilizing the adjustable strap feature on the vest.

20. WARRANTIES:

1. Vendor shall warrant the ballistic panels to be free from defects in workmanship and materials for a minimum of five (5) years.
2. Vendor shall warrant the carriers to be free from defects in workmanship and materials for a minimum of two (2) years.
3. Any vest found to be defective during the warranty period shall be replaced by the Vendor at no cost to the County. Such replacement shall be within ten working days.
4. Ill-fitting ballistic resistant body armor vest(s) shall be viewed, re-measured, and altered if deemed necessary to comply with proper fit on officers, and shall be performed within thirty(30) calendar days of notification.
5. County shall notify vendor of ill-fitting or defective vests within forty (40) calendar days of receipt of goods.

21. PACKAGING
All soft body armor shall be packaged and shipped consistent with good commercial practices.
Shipping Cartons: The soft body armor shall be packed into suitable corrugated cardboard box. The box shall allow for normal shipping without damage to the soft body armor.

22. 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.

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d. Technical specifications.

3. NIJ 0101.04 / NIJ 2005 Interim Requirements 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 for both NIJ calibers for that class.

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

6. Documentation stating the coverage and limitations of the 5-year ballistic package warranty.

7. Documentation stating the coverage and limitations of the 24-month outer-shell cover warranty.

Technical Specifications
Level II
Concealable Armor

Ballistic Material	Woven Aramid
NIJ	**Level II**
Weight	10.6 Oz. / .66 lbs. Sq. Ft. (+/- 5%)
Thinness	.18 inches (+/- 5%)

	9mm	357 Mag
V50 (fps)	1664	1644
V50 (m/s)	507	501
BFS (mm)	32	39
BFS (in)	1.26	1.53

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LEVEL IIIA VESTS
OPTION A

1. SCOPE

This product specification details the style and quality of soft body armor system intended for use by male or female members.. The soft body armor system can be worn comfortably under a shirt as concealed armor or as the ballistic inserts in a tactical outer garment. All soft body armor system shall provide penetration resistance 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.

The soft body armor system shall meet the NIJ STD. 0101.04 / NIJ 2005 Interim Requirements, Threat Level IIIA. 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, drawings and/or photographs, technical specifications.

Where the apparent low bidder has proposed an alternate product, that bidder shall demonstrate product equivalency to the satisfaction of the department. Evidence of equivalency shall be presented for each requirement of this specification, and the burden of such equivalency in entirely on the vendor. 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 STD. 0101.04 / NIJ 2005 Interim Requirements for Type IIIA armor, shall be submitted under this specification.
Bids with multiple models, as alternates will be rejected.

2. SILENCE OF SPECIFICATIONS

Commercially accepted practices shall apply to any detail not covered in this specification and to any omission of this specification. Any omission or question of interpretation of the specification which affects the ballistic performance or integrity of the soft body armor being offered shall be addressed in writing and submitted with the bid.

3. PROTEST

Any protest based on the selection and performance criteria of this specification will be disregarded.

4. 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, NIJ STD. 0101.04 / NIJ 2005 Interim Requirements, Ballistic Resistance of Police Body Armor
2. MIL-STD-662F, V50 Ballistic Test for Armor
3. ASTM D 6193, Standard Practices for Stitches and Seams.
4. ANSI/ISO/ ASQ Q9001-2000 Certification.

Requirements of this specification shall take precedence over the above referenced standards and specifications.

5. PURCHASE REQUIREMENTS

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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.

6. 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.

7. DESIGN REQUIREMENTS

The Intended use of the soft body armor system detailed herein is intended to be standard issue armor. It is intended for routine daily wear as an undergarment or as the ballistic inserts in a tactical outer garment.

The soft body armor shall be designed to provide:

1. Light and thin NIJ certified armor in Level 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 STD. 0101.04 / NIJ 2005 Interim Requirements.

8. GENERAL DESIGN

The ballistic panels of soft body armor system meeting this specification shall provide thin, flexible, lightweight comfort utilizing high performance ballistic materials. The soft body armor system shall be designed for regular daily wear as an undergarment or in a tactical garment. Therefore, vests shall be designed and constructed to provide (1) light and thin NIJ certified armor in Level 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 mobility.

1. CONCEALABLE DESIGN

The ballistic panels of soft body armor meeting this specification shall provide thin, flexible, lightweight comfort utilizing high performance ballistic materials. The soft body 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 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 removable/replaceable elastic Breathe-O-Prene® shoulder straps and four removable/replaceable elastic waist 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 outer shell carriers shall include front and rear 5" x 8" / 8" x 10" combination plate pockets designed to accommodate trauma, ballistic or blade inserts. 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 self suspending ballistic system (SSBS). The SSBS must provide direct support to the ballistic panels to keep them sagging and creasing at the bottom of the carrier.

Each piece of soft body armor shall include the following:

1. One (1) set of ballistic panels.
2. Integral Self Suspending Ballistic System (SSBS).
3 Four (4) removable/replaceable 4 point 2" elastic waist straps.
4. One (1) complete washable Carrier System.

5. Front and Rear 5" x 8" / 8" x 10" Combo pockets.
6. One (1) trauma reduction insert.
7. Two (2) removable/replaceable shoulder straps.

9. ADDITIONAL COMPLETE CARRIER SYSTEM

Hidalgo County upon request will select vest cover in tan, black or blue.

1. Integral Self Suspending Ballistic System (SSBS).
2 Four (4) removable/replaceable 4 point 2" elastic waist straps.
3. Front and Rear 5" x 8" / 8" x 10" Combo pockets.
4.. Two (2) removable/replaceable shoulder straps.

10. BALLISTIC PANEL MATERIALS

All materials shall be new, unused and without flaws that affect appearance, durability and function.
he ballistic panels shall be constructed of a matrix of woven Aramid fabric, Aramid UD and polyethylene UD. No other ballistic material shall be used.

As the department has selected these materials, any bids, which represent products manufactured from other materials, shall be rejected. Accordingly, all bidders shall include a letter from the manufacturer stating that the products being submitted for consideration are manufactured from 100% first quality woven Aramid fabric, Aramid UD and polyethylene UD.

11. 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 the agency 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 14.4oz. (.90 lbs.) per square foot for NIJ level IIIA. (+/- 5%)

12. 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 STD. 0101.04 / NIJ 2005 Interim Requirements 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 STD. 0101.04 / NIJ 2005 Interim Requirements. 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.

	9mm	44 Mag
V50 (fps)	1863	1643
V50 (m/s)	568	501
BFS (mm)	30	42
BFS (in)	1.18	1.65

Test reports submitted by the bidder shall reflect the following minimum test results for a 14.4oz. (.90 lbs.) per square foot test sample. (+/- 5%)

Bid submissions, which do not meet this requirement, will be rejected.

13. LABELING

Label material shall withstand normal wear and cleaning and remain readable during the entire warranted life of the armor or carrier.

All soft body armor shall be labeled in strict adherence to the labeling requirement set forth in NIJ STD. 0101.04 / NIJ 2005

Interim Requirements. The ballistic panel labeling shall include, but not be limited to the following:

1. Name of Manufacture
2. Level of Protection
3. NIJ STD. 0101.04 / NIJ 2005 Interim Requirements
4. Date of Manufacture
5. Size
6. Serial Number
7. Model of Vest
8. Care Instructions

14. BALLISTIC PANEL COVER MATERIAL

Hidalgo County recognizes the importance of protecting the ballistic panel from exposure to environmental elements. Also, the department is aware that high degrees of "moisture Vapor Transmission" (WVT) through the ballistic panel cover may allow moisture to migrate into the fibrous structure of the ballistic panel thus causing a reduction in ballistic performance. **Therefore, potential bidders who offer ballistic panel covers that claim to "Breathe" or allow high levels of "Moisture Vapor Transmission" to pass through them will not be considered.** This department will only consider armor systems that incorporate a Ballistic Panel Barrier System. The Barrier System must exhibit a high degree of water repellency and resistance to MVT. The Barrier system will have a water repellant treatment on its exposed surface that resists moisture and staining. In addition, the Barrier System will incorporate a Nano-Technology, Anti-Microbial/Anti-Fungal treatment that inhibits the growth of mold and bacteria. The interior of the Barrier System will incorporate an all weather film laminate technology to further enhance resistance to moisture migration and MVT. This department will only accept offers from potential suppliers who can provide laboratory test reports indicating that the ballistic panel Barrier System being offered provides the following minimum protection on a per lot basis:

Characteristic	Requirement	Test Method
Determination of resistance to water penetration - Hydrostatic pressure test (mm)	> 10,000	ISO-811
Water Vapor Transmission (gms/sq mtr / 24 hrs)	< 550	ASTM E96 D (inverted)
Wet-flex after 24 hours	No delamination	BWW –24H
Resistance to water penetration after exposure to diesel fuel (psi)	>90 1/	ASTM D751
Resistance to water penetration after exposure to sea water (psi)	>100 1/	ASTM D751
Resistance to water penetration after exposure to alcohol (psi)	>100 1/	ASTM D751

*** Each fabric shall be completely submerged in particular fluid for a period of 24 hours and line-dried.*

15. VEST OUTER CARRIER MATERIAL

Removable Carrier

The machine washable carrier shall be removable from the ballistic panels for laundering. The carrier systems body side fabric shall consist of Wik-Away® moisture wicking mesh. To eliminate uncomfortable body side seams and bulges, there shall be no zippers or hook & loop closures against the body. The exterior of the outer-shell will utilize Super-Suede Micro-Fiber with a mid-torso horizontal zipper for improved insertion and removal of the ballistic panel cover. Low profile loop will be used for strap attachment points to reduced bunching and pulling of the uniform shirt. The interior of the carrier at the shoulders shall have attachment points made of low profile loop to allow for internal suspension of the ballistic panel via tabs of hook. This enables the wearer to utilize separate external shoulder straps. In addition, the carrier shall be designed so that it can accommodate the Self Suspending Ballistic System (SSBS). **No substitutes will be accepted**. The outer shell carriers shall include front and rear 5" x 8" / 8" x 10" combination plate pockets designed to accommodate trauma, ballistic or blade inserts.

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, and have a Soil Resistant Finish (SRF). All fabrics shall have no visible fabric or color flaws.

16. QUALITY CONTROL

The awarded vendor must maintain a ANSI/ISO/ ASQ Q9001-2000 Certification quality program. The documented quality control system must be designed to insure the integrity and quality of the manufactured products. The quality control system shall control all manufacturing process and incoming raw materials. The vendor must have an in-house ballistic laboratory capable of performing ballistic testing of incoming raw materials and in-process samples. The vendor must have the capability of performing testing in accordance with MIL-STD-662F and NIJ STD. 0101.04 / NIJ 2005 Interim Requirements. Procedures for lot testing of incoming raw materials and in-process samples must be incorporated into the quality control system.

All incoming ballistic material shall undergo V50 ballistic lot tests in accordance with MIL-STD-662F.
Every vest panel manufactured shall be inspected for material defects and proper ply counts. Every vest panel manufactured shall be subsequently inspected for proper ballistic panel stitching. Covers and accessories shall be re inspected during manufacturing for defects at selected points during manufacturing to assure the absence of hidden defects in the final item.

In addition, each vest shall receive a final inspection prior to shipment. This inspection shall include a review of the quality control check sheet and confirm the product against the customer's order.

17. SERIAL NUMBERS

Each unit of soft body armor delivered shall have an individual serial number. Each serialized soft body armor shall be traceable to its original ballistic material lot number and ballistic material mill roll number. Additionally the soft body armor serial number shall be traceable to an incoming material lot test and ballistic panel lay-up lot test.

18. 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 STD. 0101.04 / NIJ 2005 Interim Requirements for backing material.

19. MEASUREMENTS AND FITTING:

Concealable 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.

20. FIT AND ALTERATION POLICY

The vendor shall perform all required alterations of more than one inch within 30 days after original shipment of the product at no charge. Adjustments of an inch or less than an inch can be accomplished by utilizing the adjustable strap feature on the vest.

21. WARRANTIES:

1. Vendor shall warrant the ballistic panels to be free from defects in workmanship and materials for a minimum of five (5) years.
2. Vendor shall warrant the carriers to be free from defects in workmanship and materials for a minimum of two (2) years.
3. Any vest found to be defective during the warranty period shall be replaced by the Vendor at no cost to the County. Such replacement shall be within ten working days.
4. Ill-fitting ballistic resistant body armor vest(s) shall be viewed, re-measured, and altered if deemed necessary to comply with proper fit on officers, and shall be performed within thirty(30) calendar days of notification.
5. County shall notify vendor of ill-fitting or defective vests within forty (40) calendar days of receipt of goods.

22. PACKAGING

All soft body armor shall be packaged and shipped consistent with good commercial practices. Shipping Cartons: The soft body armor shall be packed into suitable corrugated cardboard box. The box shall allow for normal shipping without damage to the soft body armor.

23 DOCUMENTATION

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The following documents, certifications, test-reports and samples must be included with the vendor's bid. Where one manufacturer is bidding through multiple vendors, the manufacturer may submit the appropriate paperwork on behalf of all vendors. Failure to submit the following shall be cause for rejection:

1. Models made by manufacturer's 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.

2. NIJ 0101.04 / NIJ 2005 Interim Requirements certification and test reports from an accredited laboratory for the vest being certified.

3. 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 for both NIJ calibers for that class.

4. 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

5. Documentation stating the coverage and limitations of the 5-year ballistic package warranty.

6. Documentation stating the coverage and limitations of the 24-month outer-shell cover warranty.

Technical Specifications
Level IIIA
Concealable /Tactical Armor System

Ballistic Material	Aramid fabric - Aramid UD Polyethylene UD
NIJ Level	IIIA
Weight	14.4 Oz. / .90 lbs. Sq. Ft. (+/- 5%)
Thinness.	190 inches

	9mm	44 Mag
V50 (fps)	1863	1643
V50 (m/s)	568	501
BFS (mm)	30	42
BFS (in)	1.18	1.65

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OPTION B

1. SCOPE

This product specification details the style and quality of soft body armor system intended for use by male or female members of this agency. The soft body armor system can be worn comfortably under a shirt as concealed armor or as the ballistic inserts in a tactical outer garment. All soft body armor system shall provide penetration resistance 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.

The soft body armor system shall meet NIJ 0101.04 / NIJ 2005 Interim Requirements, for Threat Level IIIA. 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, drawings and/or photographs, technical specifications.

Where the apparent low bidder has proposed an alternate product, that bidder shall demonstrate product equivalency to the satisfaction of the department. Evidence of equivalency shall be presented for each requirement of this specification, and the burden of such equivalency in entirely on the vendor. 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 NIJ Standard 0101.04, Ballistic Resistance of Police Body Armor and NIJ 2005 Interim Requirements for Type IIIA armor, shall be submitted under this specification. No exceptions.

Bids with multiple models, as alternates will be rejected.

2. SILENCE OF SPECIFICATIONS

Commercially accepted practices shall apply to any detail not covered in this specification and to any omission of this specification. Any omission or question of interpretation of the specification which affects the ballistic performance or integrity of the soft body armor being offered shall be addressed in writing and submitted with the bid.

3. PROTEST

Any protest based on the selection and performance criteria of this specification will be disregarded.

4. 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-STD-0101.04, Ballistic Resistance of Police Body Armor / NIJ 2005 Interim Requirements
2. MIL-STD-662F, V50 Ballistic Test for Armor
3. ASTM D 6193, Standard Practices for Stitches and Seams.
5. ANSI/ISO/ ASQ Q9001-2000 Certification

Requirements of this specification shall take precedence over the above referenced standards and specifications.

5. 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.

6. SPECIFIC QUANTITY

Hidalgo County has the right to determine quantity, if not otherwise specified in the procurement document. Of the total quantity

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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.

7. DESIGN REQUIREMENTS

The Intended use of the soft body armor system detailed herein is intended to be standard issue armor. It is intended for routine daily wear as an undergarment or as the ballistic inserts in a tactical outer garment.

The soft body armor shall be designed to provide:

1. Light and thin NIJ certified armor in Level 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 Standard 0101.04. / NIJ 2005

8. GENERAL DESIGN

The ballistic panels of soft body armor system meeting this specification shall provide thin, flexible, lightweight comfort utilizing high performance ballistic materials. The soft body armor system shall be designed for regular daily wear as an undergarment or in a tactical garment. Therefore, vests shall be designed and constructed to provide (1) light and thin NIJ certified armor in Level 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 mobility.

1. CONCEALABLE DESIGN

The ballistic panels of soft body armor meeting this specification shall provide thin, flexible, lightweight comfort utilizing high performance ballistic materials. The soft body 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 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 removable/replaceable elastic Breathe-O-Prene® shoulder straps and four removable/replaceable elastic waist 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 outer shell carriers shall include front and rear 5" x 8" / 8" x 10" combination plate pockets designed to accommodate trauma, ballistic or blade inserts.

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 self suspending ballistic system (SSBS). The SSBS must provide direct support to the ballistic panels to keep them sagging and creasing at the bottom of the carrier.

Each piece of soft body armor shall include the following:

1. One (1) set of ballistic panels.
2. Integral self suspending ballistic system (SSBS).
3. Removable 4 point 2" elastic waist straps
4. One (1) complete washable Carrier System

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5. Front and Rear 5" x 8" / 8" x 10" Combo pockets.
6. One (1) Trauma Reduction insert.

9. ADDITIONAL COMPLETE CARRIER SYSTEM

Hidalgo County upon request will select vest cover in tan, black or blue.

1. Integral self suspending ballistic system (SSBS).
2. Removable 4 point 2" elastic waist straps
3. Front and Rear 5" x 8" / 8" x 10" Combo pockets.

10. BALLISTIC PANEL MATERIALS

All materials shall be new, unused and without flaws that affect appearance, durability and function.
The ballistic panels shall be constructed of a matrix of Aramid UD, Woven Para-Aramid fabric, and Polyethylene UD. No other ballistic material shall be used.

As the department has selected these materials, any bids, which represent products manufactured from other materials, shall be rejected. Accordingly, all bidders shall include a letter from the manufacturer stating that the products being submitted for consideration are manufactured from 100% first quality Aramid UD, Woven Para-Aramid fabric, and Polyethylene UD.

11. 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 the agency 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 14.0 oz. (.88 lbs.) per square foot for NIJ level IIIA. Sample weights are (+/- 5%).

12. 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 Standard 0101.04 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 Standard 0101.04. 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 14.0 oz. (.88 lbs.) per square foot test sample. Blunt trauma reduction is an important aspect of armor design. Sample weights are (+/- 5%). Blunt trauma reduction is also an important aspect of armor design.

	9mm	44 Mag
V50 (fps)	1822	1690
V50 (m/s)	555	515
BFS (mm)	28	42
BFS (in)	1.10	1.65

Special Threat Performance

In addition, each bidder shall submit V50 test reports for the vest being offered for the Special Threats listed below and shall reflect the following minimum test results.

9mm 115gr S&B	9mm 127gr SXT	357sig 125gr	2gr RCC	4gr RCC	16gr RCC	17gr FSP	64gr RCC
1799	na	1744	2567	2319	2012	1882	1696

Bid submissions, which do not meet these ballistic performance requirement, will be rejected.

13. LABELING

Label material shall withstand normal wear and cleaning and remain readable during the entire warranted life of the armor or carrier.

All soft body armor shall be labeled in strict adherence to the labeling requirement set forth in NIJ Standard 0101.04 / NIJ 2005 Interim Requirements. The ballistic panel labeling shall include, but not be limited to the following:

1. Name of Manufacture
2. Level of Protection
3. NIJ 2005 Interim Requirements
4. Date of Manufacture
5. Size
6. Serial Number
7. Model of Vest
8. Care Instructions

14. BALLISTIC PANEL COVER MATERIAL

This department recognizes the importance of protecting the ballistic panel from exposure to environmental elements. Also, the department is aware that high degrees of "moisture Vapor Transmission" (WVT) through the ballistic panel cover may allow moisture to migrate into the fibrous structure of the ballistic panel thus causing a reduction in ballistic performance. **Therefore, potential bidders who offer ballistic panel covers that claim to "Breathe" or allow high levels of "Moisture Vapor Transmission" to pass through them will not be considered.** This department will only consider armor systems that incorporate a Ballistic Panel Barrier System. The Barrier System must exhibit a high degree of water repellency and resistance to MVT. The Barrier system will have a water repellant treatment on its exposed surface that resists moisture and staining. In addition, the Barrier System will incorporate a Nano-Technology, Anti-Microbial/Anti-Fungal treatment that inhibits the growth of mold and bacteria. The interior of the Barrier System will incorporate an all weather film laminate technology to further enhance resistance to moisture migration and MVT. This department will only accept offers from potential suppliers who can provide laboratory test reports indicating that the ballistic panel Barrier System being offered provides the following minimum protection on a per lot basis:

Characteristic	Requirement	Test Method
Determination of resistance to water penetration - Hydrostatic pressure test (mm)	> 10,000	ISO-811
Water Vapor Transmission (gms/sq mtr / 24 hrs)	< 550	ASTM E96 D (inverted)
Wet-flex after 24 hours	No delamination	BWW –24H
Resistance to water penetration after exposure to diesel fuel (psi)	>90 1/	ASTM D751
Resistance to water penetration after exposure to sea water (psi)	>100 1/	ASTM D751
Resistance to water penetration after exposure to alcohol (psi)	>100 1/	ASTM D751

** *Each fabric shall be completely submerged in particular fluid for a period of 24 hours and line-dried.*

15. CONCEALABLE VEST OUTER CARRIER MATERIAL

Removable Carrier

The machine washable carrier shall be removable from the ballistic panels for laundering. The carrier systems body side fabric shall consist of smooth fit SFT™ micro-fiber with Nano Technology micro-encapsulated phase change temperature regulation and Anti-Microbial bacteria, mold and mildew deterrent. To eliminate uncomfortable body side seams and bulges, there shall be no zippers or hook & loop closures against the body. The exterior of the outer-shell will utilize Super-Suede Micro-Fiber with a mid-torso horizontal zipper for improved insertion and removal of the ballistic panel cover. Low profile loop will be used for strap attachment points to

reduced bunching and pulling of the uniform shirt. The interior of the carrier at the shoulders shall have attachment points made of low profile loop to allow for internal suspension of the ballistic panel via tabs of hook. This enables the wearer to utilize separate external shoulder straps. In addition, the carrier shall be designed so that it can accommodate the Self Suspending Ballistic System (SSBS). The outer shell carriers shall include front and rear 5" x 8" / 8" x 10" combination plate pockets designed to accommodate trauma, ballistic or blade inserts. ***The outer-shell shall incorporate ThorShield™ technology to provide protection against TASER® devices and other similar types of Electro-Muscular Disruption (EMD) shock weapons. Outer shells that do not incorporate ThorShield™ technology will not be accepted.***

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, and have a Soil Resistant Finish (SRF). All fabrics shall have no visible fabric or color flaws.

16. QUALITY CONTROL

The awarded vendor must maintain a ANSI/ISO/ ASQ Q9001-2000 Certification quality program. The documented quality control system must be designed to insure the integrity and quality of the manufactured products. The quality control system shall control all manufacturing process and incoming raw materials. The vendor must have an in-house ballistic laboratory capable of performing ballistic testing of incoming raw materials and in-process samples. The vendor must have the capability of performing testing in accordance with MIL-STD-662F and NIJ Standard 0101.04. Procedures for lot testing of incoming raw materials and in-process samples must be incorporated into the quality control system.

All incoming ballistic material shall undergo V50 ballistic lot tests in accordance with MIL-STD-662F with exception of using a clay backing conditioned in accordance with the requirements of NIJ 0101.04.

Every vest panel manufactured shall be inspected for material defects, proper ply counts, and for proper ballistic panel stitching. Covers and accessories shall be re-inspected during manufacturing for defects at selected points during manufacturing to assure the absence of hidden defects in the final item.

In addition, each vest shall receive a final inspection prior to shipment. This inspection shall include a review of the quality control check sheet and confirm the product against the customer's order.

17. SERIAL NUMBERS

Each unit of soft body armor delivered shall have an individual serial number. Each serialized soft body armor shall be traceable to its original ballistic material lot number and ballistic material mill roll number. Additionally the soft body armor serial number shall be traceable to an incoming material lot test and ballistic panel lay-up lot test.

18. 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 clay backing which meets the requirements of NIJ Standard 0101.04 for backing material.

19. MEASUREMENTS AND FITTING:

Concealable 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.

20. FIT AND ALTERATION POLICY

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The manufacturer shall perform all required alterations of more than one inch within 30 days after original shipment of the product at no charge. Adjustments of an inch or less than an inch can be accomplished by utilizing the adjustable strap feature on the vest.

21. WARRANTIES:

1. Vendor shall warrant the ballistic panels to be free from defects in workmanship and materials for a minimum of five (5) years.
2. Vendor shall warrant the carriers to be free from defects in workmanship and materials for a minimum of two (2) years.
3. Any vest found to be defective during the warranty period shall be replaced by the Vendor at no cost to the County. Such replacement shall be within ten working days.
4. Ill-fitting ballistic resistant body armor vest(s) shall be viewed, re-measured, and altered if deemed necessary to comply with proper fit on officers, and shall be performed within thirty(30) calendar days of notification.

County shall notify vendor of ill-fitting or defective vests within forty (40) calendar days of receipt of goods

22. PACKAGING

All soft body armor shall be packaged and shipped consistent with good commercial practices.
Shipping Cartons: The soft body armor shall be packed into suitable corrugated cardboard box. The box shall allow for normal shipping without damage to the soft body armor.

23. DOCUMENTATION

The following documents, certifications, test-reports and samples must be included with the vendor's bid. Where one manufacturer is bidding through multiple vendors, the manufacturer may submit the appropriate paperwork on behalf of all vendors. 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.

2. NIJ 0101.04 / NIJ 2005 Interim Requirements certification and test reports from an accredited laboratory for the vest being certified.

3. 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 for both NIJ calibers for that class.

4. 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

5. Documentation stating the coverage and limitations of the 5-year ballistic package warranty.

6. Documentation stating the coverage and limitations of the 24-month outer-shell cover warranty.

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Technical Specifications
Level IIIA
Concealable / Tactical Armor System

Ballistic Material	Aramid UD - Woven Aramid - Polyethylene UD
NIJ Level	IIIA
Weight	14.0 Oz. / .88 lbs. Sq. Ft. (+/- 5%)
Thinness	.19 inches (+/- 5%)

	9mm	44 Mag
V50 (fps)	1822	1690
V50 (m/s)	555	515
BFS (mm)	28	42
BFS (in)	1.10	1.65

Special Threats

9mm 115gr S&B	9mm 127gr SXT	357sig 125gr	2gr RCC	4gr RCC	16gr RCC	17gr FSP	64gr RCC
1799	na	1744	2567	2319	2012	1882	1696

1. TERMS,CONDITIONS and OTHER REQUIREMENTS:

1. TERM OF CONTRACT is for two (2) year period with County's option to extend the contract for an additional year under the same rates, terms and conditions.
2. 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 unforeseen delay in award of new bid for next contract term.
3. Hidalgo County reserves the right to seek purchases for **"bulletproof vests (soft body armors)"**from state contracts whenever it is in the best interest to do so.
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 Entities.
6. All purchases of bulletproof vests (soft body armor) and complete washable Carrier System will be on **"an as needed basis"** only. There is **no guarantee** on purchasing volume.
7. Awarded vendor will deliver the bulletproof vests (soft body armors) within thirty (30) to sixty (60) days from orders being placed.
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 (soft body armor) being proposed must be submitted at no charge to the county with the bid for review and inspection by the Hidalgo County. Arrangements will be made with thevendor to return all bulletproof vests (soft body armors) at no charge to the county.
10. All bid prices for items shall take into consideration shipping and handling costs (all extra charges), on bulletproof vests (soft body armors) and any other items mentioned in the specifications as part of the fixed item price.

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11. Hidalgo County reserves the right to award to **MULTIPLE** vendors if the County determines it is in its best interest to do so.

12. Prices must be firm for the entire contract period and each consecutive contract period.

13. Any contract awarded to a successful bidder will be in effect until;
    A.) The contract expires
    B.) Delivery acceptance of products and/or performance of services ordered, or
    C.) Terminated by County with thirty (30) day's written notice prior to be cancellation

14. Award the contract to the responsible bidder who summits the lowest and best bid or may reject all bids and issues a new solicitation. If two responsible bidders summit the lowest and best bid will be made to the responsible bidder(s) submitting the lowest bid prices for the items(s) as specified.

15. PRE-BID CONFERENCE WILL BE HELD Monday, MARCH 02, 2009 @ 10:00 A.M. at HIDALGO COUNTY PURCHASING DEPARTMENT's conference room. We encourage all participating bidder(s) to attend.

2. **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.

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3. **ADDITIONAL INFORMATION:**

Further information required for this project can be addressed to, Sandra Montalvo, Buyer, Hidalgo County Purchasing Department (956) 318-2626. Hidalgo County is requesting that any and all questions, inquiries, and clarifications regarding quotes, bids, proposals, or statement of qualifications be addressed to Martha L. Salazar, Purchasing Agent, 2802 South Business Highway 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, Wednesday, month, date 2009, 5:00 P.M.
Responses will be sent to all applicants via facsimile by no later than, **Friday, Month, day, 2009, 5:00 P.M.**

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EXHIBIT "B"

BID PAGE

Hidalgo County
REQUEST FOR BIDS
"Purchase of New Bulletproof Vests (body armors)"
BID No. 2009-025-03-11-SMA

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HIDALGO COUNTY
"Purchase of New Bulletproof Vests (body armors)"
BID NO. 2009-025-03-11-SMA

BID PAGE

VESTS SIZES	LEVEL II				LEVEL IIIA			
	OPTION A	ADDITIONAL COMPLETE CARRIER SYSTEM	OPTION B	ADDITIONAL COMPLETE CARRIER SYSTEM	OPTION A	ADDITIONAL COMPLETE CARRIER SYSTEM	OPTION B	ADDITIONAL COMPLETE CARRIER SYSTEM
SM TO XL (MEN)								
2XL TO 6XL (MEN)								
SM TO XL (WOMEN)								
2XL TO 6XL (WOMEN)								

NOTE: THE BID PRICE SHOULD INCLUDE ALL FEES .

BIDDER/COMPANY NAME:_____
ADDRESS:_____
CITY/STATE/ZIP CODE:_____
AUTHORIZED SIGNATURE:_____
PRINT NAME:_____
TITLE:_____

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REQUIREMENTS AGREEMENT
C-09-025-00-00

THIS AGREEMENT (the "Agreement") is entered into effective as of _____, **2009** by and between _____, a Texas Corporation, ("Seller") and **Hidalgo County** ("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements of **Hidalgo County – "Bulletproof Vests (Body 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 _____, **2009** to _____, **2010** with the County's option to renew one (1)additional 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 (Body Armor)"** in the areas of **Hidalgo County** projects for a period commencing _____, 2009 to _____, 2010 with the County's option to renew one (1) additional 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 unforeseen 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:
Awarded Vendor
Address
City, State and Zip Code

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).

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 AC@ 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 therefore 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, _____, 2009.

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

By_____

HIDALGO COUNTY

By:_____
J.D. Salinas, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

COMPANY:

By:_____
Printed Name:_____
Title:_____

Bid No: 2009-025-03-11-SMA	Buyer: Sandra Montalvo	Tel. No: (956) 318-2626 Ext. 4865

REQUEST FOR BIDS

HIDALGO COUNTY
"PURCHASE OF NEW BULLETPROOF VESTS (BODY ARMORS)"

BID OPENING DATE:
March 11, 2009

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281 -New Administration Building
Mailing/Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

956 318-2626

Form HCPD-03

1. Sealed bids will be received for **"HIDALGO COUNTY – PURCHASE OF NEW BULLETPROOF VESTS (BODY ARMORS)"** 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-2009-025-03-11-SMA- HIDALGO COUNTY – PURCHASE OF NEW BULLETPROOF VESTS (BODY ARMORS)"** and in County's Purchasing Department, physical address: 2812 S. Business Hwy. 281, mailing address: 2812 S. Business 281- New Administration Building, Edinburg, Texas, **on or before 9:30 A.M.,WEDNESDAY, March 11, 2009. 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-2009-025-03-11-SMA-HIDALGO COUNTY-PURCHASE OF NEW BULLETPROOF VESTS (BODY ARMORS)."**

   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 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 a 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–PURCHASE OF NEW BULLETPROOF VESTS (BODY ARMORS)"** 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
2802 S. Business Hwy. 281
Edinburg, Texas 78539
956-318-2511

17. SCHEDULE OF EVENTS

Pre-Bid Conference, 10:00 AM	**March 2, 2009**
Bid Opening, 9:30 AM	**March 11, 2009**
Award of Contract	_____, 2009
Commence Work or Deliver Products	_____, 2009

18. Bid or Performance Bond and Debarment Certification; Payment Under Contract:

. 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.

. 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.

. 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 there under, 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 (30) 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 judgment 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
"PURCHASE OF NEW BULLETPROOF VESTS (BODY ARMORS)"
BID NO.: 2009-025-03-11-SMA

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281 -New Administration Building
Mailing/Postal 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: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

AI-13967 **10.J.**

Authority to Advertise -Pct 3 -Purchase and Installation of 7 ft Galvanized Chain Link Fence at Los Ebanos Collection Cntr

CC CONSENT

Date:	02/17/2009
Submitted By:	Moises Salazar, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department

Information

CAPTION

Requesting authority to advertise and approval of Procurement Packet (i.e. Legal Notice, Specifications/Requirement, etc., Draft Contract) for Hidalgo County Precinct No. 3 -"Purchase and Installation of 7 ft Galvanized Chain Link Fence at Los Ebanos Collection Center" (Project # 2009-102-03-11-MSS).

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-432-00-123-001-0-439

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

BUDGETARY IMPACT:

Amount available as of 02/12/09; $25,000.00

Attachments

Link: Bid Specs

Link: Draft Contract

Link: Legal Notice

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	02/12/2009 12:16 PM	APRV
2	Budget & Management	Veronica Lopez	02/12/2009 03:57 PM	APRV
3	Roland Garcia	Rolando Garcia	02/13/2009 10:15 AM	APRV
4	Auditor's Office		02/13/2009 05:43 PM	NEW

Form Started By: Moises Salazar Started On: 02/11/2009 03:09 PM

Final Approval Date: 02/13/2009

Hidalgo County Precinct No. 3
"PURCHASE AND INSTALLATION OF 7FT GALVANIZED CHAIN LINK FENCE AT LOS EBANOS COLLECTION CENTER"

Bid No. 09-102-03-11-MSS

EXHIBIT "A"

Scope of the Project
The County of Hidalgo Precinct No. 3 is accepting bids for **"Purchase and Installation of 7ft Galvanized Chain Link Fence at Los Ebanos Collection Center"**

SPECIFICATIONS

Bidder will provide all necessary materials and installation of:

2,860 linear feet 7'0" chain link fence
11 gauge GAW wire
Three (3) rolling gates 16' X 7'

Materials shall include:
TOP RAIL: 1 5/8". 047
LINE POSTS: 1 7/8" .065
CORNER ENDS AND GATE: 2 3/8" SCH20
GATE: Commercial rolling gate with rubber ground wheels.

Clearing and preparation of job site should be included in the cost of the project.

Vendor will bid on a cost of material and labor separately.

Bid Award: Hidalgo County reserves the right to award the lowest qualified bid on a lump sum basis to one bidder or multiple bidders if the County determines it is in the best interest to do so.

Job completion should be within two weeks from issuance of notice to proceed.

Bidder must comply with all permits, local, state, and federal regulations, if applicable.

The bid price shall not include any applicable taxes or fees.

Insurance Certificates (Exhibit "C") must be submitted to the Purchasing Department approval prior to any services being performed by the awarded bidder.

The bidder(s) awarded contract **cannot** engage the services of a **subcontractor without prior written consent of Hidalgo County** for the retention of a subcontractor to perform services hereunder. The successful bidder(s) must present evidence that the proposed subcontractor possess all the necessary licenses and permits to perform the services and the subcontractor has obtained the required insurance which names the contractor as an additional insured. Requesting authorization for subcontracting does not constitute compliance with the

primary specification contained herein which state the minimum number vendor owned vehicles required.

The County reserves the right to reject any or all bids, to waive any or all formalities, or to accept the bid considered the best and most advantageous to the County, and to hold the bid for a period of ninety (90) days without taking action thereon.

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 days written notice prior to cancellation

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.

ADDITIONAL INFORMATION

A pre bid walk thru has been scheduled to be held at 9:30 a.m. on Monday, March 2, 2009 at job site: Precinct No. 3 Los Ebanos Collection Center located 6 7/8 Miles North Los Ebanos Rd. on the East side. Bidders are encouraged to attend this meeting.

Further information required for this project can be addressed to the Hidalgo County Purchasing Department through Moises Salazar, Buyer II. Hidalgo County is also requesting that any and all questions, inquiries and clarifications regarding quotes, bids, proposals or statement of qualifications be addressed in writing to Martha L. Salazar, CPPB/ Purchasing Agent, at 2802 S. Business Hwy 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

All written inquiries will be accepted via facsimile to (956) 292-7612 and e-mail to moises.salaar@co.hidalgo.tx.us by no later than, Wednesday, March 4, 2009 at 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, March 6, 2009.

Hidalgo County Precinct No. 3
"PURCHASE AND INSTALLATION OF 7FT GALVANIZED CHAIN LINK FENCE AT LOS EBANOS COLLECTION CENTER"

Bid No. 09-102-03-11-MSS

EXHIBIT "B"

BID PAGE

TOTAL COST FOR PURCHASE AND INSTALLATION
(ALL MATERIALS/LABOR REQUIRED) _____

COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP: _____

PHONE NUMBER: _____

FAX NUMBER: _____

CONTACT PERSON: _____

AUTHORIZED SIGNATURE: _____

TITLE: _____

DATE: _____

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-09-102-00-00

THIS CONTRACT is made and entered into this ____ day of _____**, 2009** by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and _____ a Texas Limited Liability Company. ("Company").

WHEREAS, Company responded to advertised notices for bids for **"Hidalgo County Precinct No. 3 -Purchase and Installation of 7 ft Galvanized chain link fence at Los Ebanos Collection Center** (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 **Precinct No. 3 - Los Ebanos Collection Center** . 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, 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 expire upon completion of the project and may be extended at the sole discretion of County for an additional sixty (60) days, unless this Contract is terminated pursuant to the provision herein, whichever comes first.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

7. Company shall provide insurance in force on all its vehicles and all persons

connected with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship, that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County: **The County of Hidalgo**
Attn: County Judge
100 E. Cano
Edinburg, Texas 78539

If to Company

DRAFT

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

14. This Agreement may be terminated by either party without cause upon thirty (30) days written notice.

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

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

DRAFT

WITNESS our hands in duplicate originals this_____ day of _____, 2009.

COUNTY OF HIDALGO

ATTEST:

By:_____
Juan D. Salinas, III, County Judge

_____
Arturo Guajardo Jr., County Clerk

COMPANY:_____

By:_____
Printed Name:_____
Title:_____

Commissioners' Court approved: December 9, 2008

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

By:_____

DRAFT

EXHIBIT "A"

SPECIFICATIONS

DRAFT

EXHIBIT "B"

BID PAGE

DRAFT

EXHIBIT "C"

CERTIFICATE OF INSURANCE

DRAFT

Bid No: 2009-102-03-11-MSS	Buyer: Moises Salazar	Tel. No: (956) 318-2626 Ext. 4863

REQUEST FOR BIDS

HIDALGO COUNTY PRECINCT NO. 3
"Purchase and Installation of 7 ft Galvanized Chain Link Fence at Los Ebanos Collection Center"

BID OPENING DATE:
March 11, 2009

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281 -New Administration Building
Mailing/Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

956 318-2626

Form HCPD-03

1. Sealed bids will be received for **"HIDALGO COUNTY PRECINCT NO. 3–" Purchase and Installation of 7 ft Galvanized Chain Link Fence at Los Ebanos Collection Center"** 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: **BID-2009-102-03-11-MSS-HIDALGO COUNTY PRECINCT NO. 3 –"Purchase and Installation of 7 ft Galvanized Chain Link Fence at Los Ebanos Collection Center"** and in County's Purchasing Department with a physical address: 2802 S. Business 281 and a mailing address: 2812 S. Business Hwy., 281, New Administration Building, Edinburg, Texas, **ON OR BEFORE 9:30 A.M., WEDNESDAY, March 11, 2009.**

   NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY BID 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 IN REFERENCE TO RFB No. 2009-102-03-11-MSS- HIDALGO COUNTY PRECINCT NO. 3 – "Purchase and Installation of 7 ft Galvanized Chain Link Fence at Los Ebanos Collection Center "

   Hidalgo 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 Hidalgo County

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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 a 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 PRECINCT NO. 3 –"Purchase and Installation of 7 ft Galvanized Chain Link Fence at Los Ebanos Collection Center"** 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 Precinct No. 3
724 North Breyfogle
P.O. Box 607
Mission, TX 78572
(956) 585-4509
Attn: Norma Ceballos

17. Schedule of Events

Pre-Bid Conference 9:30 AM	**March 2, 2009**
Bid Opening, 9:30 AM	**March 11, 2009**
Award of Contract	_____, 2009
Commence Work or Deliver Products	_____, 2009

18. Bid or Performance Bond and Debarment Certification; Payment Under Contract:

. 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.

. 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.

. 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.

24. 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.

25. 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.

26. 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 judgment 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.

27. 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.

28. 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.

29. 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 PRECINCT NO. 3
"Purchase and Installation of 7 ft Galvanized Chain Link Fence at Los Ebanos Collection Center"
BID NO.: 2009-102-03-11-MSS

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: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

AI-13960 **10.K.**

Request for Payment from Javier Hinojosa Engineering for Pct 3
CC CONSENT

Date:	02/17/2009
Submitted By:	Rocio Villarreal, PURCHASING DEPT.
Submitted For:	Rocio Villarreal
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Purchasing only:** Prct. 3

Information

CAPTION

Approval of Request for Payment on invoice no. 09024 in the amount of $4,207.98 for "Citrus City Subd/El Flaco Chiquito Subd." as submitted for consideration by contracted engineer, Javier Hinojosa Engineering.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1203-431-00-123-005-0-734

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

BUDGETARY IMPACT:

Amount available in PO#604214 is $4,207.98 for Javier Hinojosa Engineering.

Attachments

Link: Invoice

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	02/12/2009 12:15 PM	APRV
2	Budget & Management	Veronica Lopez	02/12/2009 03:56 PM	APRV
3	Roland Garcia	Rolando Garcia	02/12/2009 05:00 PM	APRV
4	Auditor's Office		02/13/2009 05:43 PM	NEW

Form Started By: Rocio Villarreal — Started On: 02/11/2009 02:30 PM

Final Approval Date: 02/13/2009

132904
604214

Javier Hinojosa Engineering
416 E. Dove Avenue
McAllen, TX 78504
956/668-1588 Fax: 956/994-8102

Invoice No. 09024

Customer

Name: Hidalgo County Precinct No. 3
Address: 724 N. Breyfogle
City: Mission State: Texas Zip: 78572
Attention: Commissioner Joe M. Flores

Date: February 11, 2009

Project Name: Citrus City Subd. / El Flaco Chiquito Subd.

Description

Engineering services rendered for completion of the Preliminary Phase, completion of the Design Phase and completion of the construction phase for the Paving Improvements for the Citrus City Subdivision and El Flaco Chiquito Subdivision Street Paving Improvements.

P.O.#604214
CONTRACT AMT.: $42,079.80

Scope of Services	Contract Amount	% Completed To Date	Total Due	Less Previous Payments	Amount Due This Request	Balance To Complete
Prelimnary						
Phase 25%	$10,519.95	100%	$10,519.95	$10,519.95	$0.00	$0.00
Design						
Phase 50%	$21,039.90	100%	$21,039.90	$21,039.90	$0.00	$0.00
Construction						
Phase 25%	$10,519.95	100%	$10,519.95	$6,311.97	$4,207.98	$0.00
TOTAL	**$42,079.80**	**100%**	**$42,079.80**	**$37,871.82**	**$4,207.98**	**$0.00**

TOTAL AMOUNT DUE THIS INVOICE: $4,207.98

Submitted By: Javier Hinosa Engineering

Office Use Only

INVOICE RECEIVED BY
____ ON 2/11/09
GOODS/SERVICES RECEIVED BY
Comm. Flores ON 2/11/09

We Appreciate Your Business.

9-1203-431-00-123-005-0734

AI-13949 **10.L.**

Requesting approval of Work Authorization No. 3 with Raba-Kistner Consultants

CC CONSENT

Date:	02/17/2009
Submitted By:	Rocio Villarreal, PURCHASING DEPT.
Submitted For:	Rocio Villarreal
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Purchasing only:** Prct. 2

Information

CAPTION

Presentation for consideration, discussion, acceptance, and approval of Work Authorization No. 3 (with a estimated cost of $5,700.00) for "Construction Material Testing Services for McColl Road Levee Improvements Projects" with Raba-Kistner Consultants, to provide engineer services to Hidalgo County Precinct No. 2. C-08-315-09-23

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1202-431-00-122-034-0-733

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

BUDGETARY IMPACT:

Funding is pending 2009 appropriation (AI-13995) in the amount of $6,000.00.

Attachments

Link: WA 3

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	02/11/2009 02:18 PM	APRV
2	Budget & Management	Veronica Lopez	02/11/2009 04:04 PM	APRV
3	Dale Kennan	Dale Kennan	02/12/2009 11:54 AM	APRV
4	Auditor's Office		02/13/2009 05:43 PM	NEW

Form Started By: Rocio Villarreal Started On: 02/11/2009 11:37 AM

Final Approval Date: 02/13/2009

HIDALGO COUNTY

Professional Construction Material Testing laboratory Services
Agreement # C-08-315-09-23
Work Authorization Form

WORK AUTHORIZATION NO. 3

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioners' Court**, hereinafter called the **"Owner,"** and, Raba-Kistner Consultants, Inc. Professional Laboratories of McAllen Texas, hereinafter called **"Laboratory".**

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the Laboratory to provide Construction Material Testing for McColl Road Improvements 2-72 Inch Siphon Project, McAllen, Hidalgo County, Texas.

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

The scope of services to be provided by the **Laboratory** is identified in ***EXHITIBIT "B" – Scope of Services to be Provided by the Laboratory*** attached hereto.

PART 2. ESTIMATED COST

The estimated cost for the services under this Work Authorization is $5,700.00. This amount is based upon the costs outlined in the Estimated Cost Proposal hereto as **EXIBIT "D"**.

PART 3. PAYMENT

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

PART 4. FUNDING

This Work Authorization No. 3 shall be funded through funding source:

Account No.9-1202-431-00-122-034-0-733

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**.

WA 3

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by Hidalgo County Precinct No 2 Commissioner Hector "Tito" Palacios as to content and detail of this Work Authorization No _____.

HIDALGO COUNTY
COMMISSIONER PRECINCT NO 2

BY: _____

PART 8 ACCEPTANCES 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 LABORATORY:
RABA-KISTNER CONSULTANTS, INC.

_____
BY: Dennis C. Charkow

THE OWNER:
HIDALGO COUNTY

_____
Juan D. Salinas III, County Judge

ATTEST:

_____
Arturo Guajardo Jr., County Clerk

Proposal No. PMD09-007-00
January 29, 2009

Raba Kistner
Raba-Kistner Consultants, Inc.
800 E. Hackberry
McAllen, Texas 78501
(956) 682-5332 • FAX (956) 682-5487
www.rkci.com

AUTHORIZATION FORM

ON THE BASIS OF THE PROJECT PLANS AND SPECIFICATIONS PROVIDED TO US BY MR. RAMIRO GUITERREZ, P.E. WITH R. GUITERREZ ENGINEERING CORPORATION, THE PROJECT'S ENGINEERING CONSULTANT, AND THE EXECUTED CONTRACT APPROVED BY COMMISIONER'S COURT ON SEPTEMBER 23, 2008, BETWEEN HIDALGO COUNTY PRECINCT NO. 2, (CLIENT), AND RABA - KISTNER CONSULTANTS INC., (R-K), FOR CONSTRUCTION MATERIALS ENGINEERING & TESTING SERVICES, FOR VARIOUS PROJECTS, WE THANK YOU FOR SELECTING R-K TO PROVIDE CONSTRUCTION MATERIALS ENGINEERING AND TESTING SERVICES TO THE McCOLL RD. IMPROVEMENTS 72 INCH SIPHON 2008 PROJECT IN MCALLEN, HIDALGO COUNTY, TEXAS. I HEREBY AUTHORIZE R-K TO PERFORM THE FOLLOWING SERVICE(S): Perform Construction Materials Engineering and Testing Services.

LOCATION WHERE SERVICES ARE TO BE PERFORMED: McColl Road, McAllen, Hidalgo County, Texas.

NAME OF RESPONSIBLE PARTY (CLIENT) THAT APPROVES PAYMENT OF ABOVE SERVICES:
Mr. Humberto Garza, Chief Administrator for Hidalgo County Precinct No.2.

Our opinion of probable cost of services for this project is $ 5,700.00. This amount should not be considered a maximum but is our estimate of the probable costs associated with implementing the work outlined on Page 2 of this document. The Contractor's means/methods, sequencing, and scheduling can significantly impact our estimate of the probable cost.

Our invoices are due and payable upon receipt at P.O. Box 971037, Dallas, Dallas County, Texas 75397-1037. Our services will be performed in accordance with this authorization form and the executed contract between both parties, which includes negotiated unit rates and general terms and conditions. Please return a signed original of this document to provide our firm with written authorization to proceed.

SIGNATURE:	X	**DATE:**	
PRINTED NAME:	Mr. Humberto Garza, Chief Administrator		
COMPANY NAME:	Hidalgo County Precinct No.2		
COMPANY ADDRESS:	301 East State Street		
CITY, STATE, ZIP:	Pharr, Texas 78577		
PHONE NUMBER:	(956) 787-1891	**FAX NUMBER:**	(956) 787-4683
E-MAIL:	N/A		

RABA-KISTNER CONSULTANTS, INC.

Dennis C. Charkow
Supervisor, CME DCC/rs

Copies Submitted: (1)

CONSTRUCTION MATERIALS TESTING UNIT RATES
McColl Road Improvements 2-72 Inch Siphon 2008 Project
McAllen, Hidalgo County, Texas

Internal Codes		Description	Unit Fees		Estimated Quantity	Estimated Cost
5VRSF	1	Moisture/Density Relationship Proctor (ASTM/AASHTO)	$ 202.50	ea.	2	$ 405.00
5VRBG	2	Atterberg Limits Determinations (P.I.) (ASTM/AASHTO)	$ 73.50	ea.	2	$ 147.00
5WKR8	3	Sieve Analysis –200	$ 49.50	ea.	2	$ 99.00
5QT00	4	Technician Time – Sampling	$ 43.25	hr.	6	$ 259.50
5QOMO	5	Nuclear Field Density Tests	$ 18.50	ea.	34	$ 629.00
5QT05	6	Technician Time – Density Testing	$ 43.25	hr.	26	$ 1,124.50
5QFXE	7	Concrete Compressive Strength Tests	$ 13.50	ea.	30	$ 405.00
5QT06	8	Technician Time – Concrete Testing	$ 43.25	hr.	18	$ 778.50
5QBT0	9	Air Content	$ 25.25	ea.	6	$ 151.50
5Q055	10	Technician Time – Pick-Up of Specimen(s)	$ 43.25	hr.	12	$ 519.00
5RT01	11	Vehicle Travel Charge	$ 20.75	trip	32	$ 664.00
5Z512	12	Project Administration (Markup of Invoiced Billing Cycle)	10%			$ 518.20
Estimated Total Cost of Services						$ 5,700.20

AI-13948 **10.M.**

Requesting approval of Invoices from R. Gutierrez Engineering
CC CONSENT

Date: 02/17/2009
Submitted By: Rocio Villarreal, PURCHASING DEPT.
Submitted For: Rocio Villarreal
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department **Purchasing only:** Prct. 2

Information

CAPTION

Presentation for discussion, consideration, acceptance, and approval of request for the following payments:

Invoice No.	Description	Amount
2627	Tower Rd	$39,698.00
2630	McColl Rd II	$8,033.58
2632	RSW Unit# Subd.	$1,711.78
2637	Val-Mex Drive	$3,438.00

from R. Gutierrez Engineering Corporation, contracted engineer for Precinct No. 2, after Auditor's review and processing procedures completed and authority for County Treasurer to issue payments/checks.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1202-431-00-122-027-0-731
FUNDS AVAILABLE Y/N?: Pending **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

PO# 561453 has $12,390.54 available as of 2/12/09. Additional funding is pending a 2008 transfer (AI-13876) in the amount of $28,500.00 which will allow for the needed PO increase.

FISCAL YEAR: 2008 **ACCT. #:** 8-1202-431-00-122-028-0-731
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

PO# 593650 has $13,574.23 available as of 2/12/09.

FISCAL YEAR: 2009 **ACCT. #:** 9-1202-431-00-122-006-0-841
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

PO# 613161 has $9,181.25 available as of 2/12/09.

FISCAL YEAR: 2009 **ACCT. #:** 9-1202-431-00-122-035-0-731

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

BUDGETARY IMPACT:

PO# 598763 has $21,010.00 available as of 2/12/09.

Attachments

Link: Invoices

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	02/11/2009 02:17 PM	APRV
2	Budget & Management	Veronica Lopez	02/11/2009 04:04 PM	APRV
3	Dale Kennan	Dale Kennan	02/12/2009 10:55 AM	APRV
4	Auditor's Office		02/13/2009 05:43 PM	NEW

Form Started By: Rocio Villarreal Started On: 02/11/2009 11:24 AM

Final Approval Date: 02/13/2009

R. Gutierrez Engineering Corporation

130 E. Park
Pharr, TX 78577

Invoice Number: 2627
Friday, January 16, 2009

Invoice

To: Hidalgo County Precinct No. 2
301 E. State St.
Pharr, TX 78577
Attention: Hector Palacios, Commissioner

Project: ENG05.015b Tower Road (Moore Rd - Balli Rd)

Professional Services for the Period: 07/19/2008 to 01/16/2009

Billing Group: 02 *Phased % of Construction*

Part 2 - Rancho Blanco Rd - Balli Rd (approx 1.5 miles)

Contract #: *C-05-229-06-21 WA#2*

Billing Fee: $292,650.00

Phase	Phase Fee	Percent Complete	Fee Earned	Prior Billing	Current Fee
Preliminary Phase	111,825.00	93.00	103,997.00	72,686.00	31,311.00
Design Phase	67,095.00	12.50	8,387.00	0.00	8,387.00
Construction Phase	44,730.00	0.00	0.00	0.00	0.00
Environmental Assessment (Add'l Service)	34,000.00	0.00	0.00	0.00	0.00
Right-of-Way Acquisition (Add'l Service)	24,200.00	0.00	0.00	0.00	0.00
Geotechnical Investifation (Add'l Service)	10,800.00	0.00	0.00	0.00	0.00

Total Phases: ***$39,698.00***

561453
8-1202-431-00-122-027-0-731
Req. #82579

Phase Billing Totals: ***$39,698.00***

Billing Group Subtotal: 39,698.00

Project Totals:

****** Total Project Invoice Amount:*** ***$39,698.00***

Ramiro Gutierrez
President

INVOICE RECEIVED BY:
ON 1/16/09
GOODS/SERVICES RECEIVED BY:
ON 1/16/09
Hector Palacios

AI-13876 **36.A.0.**

2008 interdpt for Pct 2 Tower Rd project(1202)

CC REGULAR

Date: 02/17/2009
Submitted By: Dale Kennan, BUDGET & MANAGEMENT
Submitted For: Pct 2 Tower Rd project(1202)
Department: BUDGET & MANAGEMENT

Agenda Category: Budget and Management **Purchasing only:** Interdepartmental Transfers

Information

CAPTION

Precinct 2 (1202):
Approval of 2008 interdepartmental transfer within Precinct 2 (1202) from Paved/Unpaved Roads (program 006) to Tower Road (program 027) in the amount of $28,500.00 to fund pending 2008 project expenses.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:** 8-1202-431-00-122-0XX-0-XXX
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

From ...006-0-113 to ...027-0-731 in the amount of $28,500.00. Available balance in ...006-0-113 is $34,568.09 as of 2/6/09.

Attachments

Link: 2008 Interdpt for Pct 2 Tower Rd (1202)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
		Dale Kennan	02/06/2009 09:13 AM	CREATED
1	Budget & Management	Veronica Lopez	02/06/2009 11:44 AM	APRV
2	Manuel Chapa	Manuel Chapa	02/06/2009 01:20 PM	APRV
3	Auditor's Office			NEW
4	Purchasing Department			

Form Started By: Dale Kennan Started On: 02/06/2009 09:13 AM

R. Gutierrez Engineering Corporation

130 E. Park
Pharr, TX 78577

Invoice Number: 2630
Monday, January 19, 2009

Invoice

To: Hidalgo County Precinct No. 2
301 E. State St.
Pharr, TX 78577
Attention: Hector Palacios, Commissioner

Project: ENG06.019c McColl Road II (Dicker - Orangewood) Const. Staking

Project Manager: Miguel A. Huitron
Professional Services for the Period: 07/01/2008 to 12/31/2008

Billing Group: 01 *Phased Fixed Fee*

Construction Staking (Dicker to Orangewood)

Contract #: *C-06-251-08-15 (WA#3)(PO#593650)*

Billing Fee: $8,033.58

Phase	Phase Fee	Percent Complete	Fee Earned	Prior Billing	Current Fee
August 2008	468.48	100.00	468.48	0.00	468.48
September 2008	652.98	100.00	652.98	0.00	652.98
October 2008	3,540.33	100.00	3,540.33	0.00	3,540.33
November 2008	2,706.74	100.00	2,706.74	0.00	2,706.74
December 2008	665.05	100.00	665.05	0.00	665.05
			Total Phases:		***$8,033.58***

593650
8-1202-431-00-122-028-0-731
Req. #120591

Phase Billing Totals: ***$8,033.58***

Billing Group Subtotal: 8,033.58

Project Totals:

****** Total Project Invoice Amount:*** ***$8,033.58***

Ramiro Gutierrez
President

INVOICE RECEIVED BY:
_____ ON 1/20/09
GOODS/SERVICES RECEIVED BY:
Hector Palacios ON 1/19/09

R. Gutierrez Engineering Corporation

130 E. Park
Pharr, TX 78577

Invoice Number: 2632
Wednesday, January 21, 2009

Invoice

To: Hidalgo County Precinct No. 2
301 E. State St.
Pharr, TX 78577
Attention: Hector Palacios, Commissioner

Project: ENG08.024c RSW Unit #1 Subdivision
Construction Administration and Staking

Project Manager: Luis Nava
Professional Services for the Period: 12/01/2008 to 12/31/2008

Billing Group: 01 *Phased Fixed Fee*

Construction Administration and Staking

Contract #: *C-08-381-09-16(WA#3)(PO#613161)*

Billing Fee: $4,530.53

Phase	Phase Fee	Percent Complete	Fee Earned	Prior Billing	Current Fee
November 2008	2,818.75	100.00	2,818.75	2,818.75	0.00
December 2008	1,711.78	100.00	1,711.78	0.00	1,711.78
			Total Phases:		***$1,711.78***

Phase Billing Totals: ***$1,711.78***

613161
9-1202-431-00-122-006-0-841
Req. #143856

Billing Group Subtotal: 1,711.78

Project Totals:

****** Total Project Invoice Amount:*** ***$1,711.78***

Ramiro Gutierrez
President

INVOICE RECEIVED BY:
ON 1/21/09
GOODS/SERVICES RECEIVED BY:
Hector Palacios ON 1/21/09

R. Gutierrez Engineering Corporation

130 E. Park
Pharr, TX 78577

Invoice Number: 2637
Thursday, January 29, 2009

Invoice

To: Hidalgo County Precinct No. 2
301 E. State St.
Pharr, TX 78577
Attention: Hector Palacios, Commissioner

Project: ENG07.032a Val-Mex Drive

Project Manager: Luis Nava
Professional Services for the Period: 11/15/2008 to 01/31/2009

Billing Group: 02 *Phased % of Construction*

Design & Construction Phases

Contract #: *C-07-358-09-04 (WA#5)(PO#598763)*

Billing Fee: $51,800.00

Phase	Phase Fee	Percent Complete	Fee Earned	Prior Billing	Current Fee
Design Phase	22,920.00	90.00	20,628.00	17,190.00	3,438.00
Construction Phase	15,280.00	0.00	0.00	0.00	0.00
Right-of-Way Parcels ($1,200/parcel)(est. 8)	9,600.00	62.50	6,000.00	6,000.00	0.00
Title Reports ($500/parcel)(est. 8)	4,000.00	62.50	2,500.00	2,500.00	0.00
			Total Phases:		***$3,438.00***

598763
9-1202-431-00-122-035-0-731
Req. #126251

Phase Billing Totals: ***$3,438.00***

Billing Group Subtotal: 3,438.00

Project Totals:

****** Total Project Invoice Amount:*** ***$3,438.00***

Ramiro Gutierrez
President

INVOICE RECEIVED BY:
ON 1/30/09
GOODS/SERVICES RECEIVED BY:
Hector Palacios ON 1/29/09

AI-13946 **10.N.**

Invoice # 2638 R. Gutierrez Engineering Pct. 2

CC CONSENT

Date:	02/17/2009
Submitted By:	Marcie Jackson, COLONIA ACCESS PROGRAM
Submitted For:	Agapito Vargas
Department:	COLONIA ACCESS PROGRAM
Agenda Category:	Purchasing Department

Information

CAPTION

Presentation for discussion, consideration, acceptance and approval of payment for the following invoice: Invoice No. 2638 in the amount of $2,785.26 for Las Milpas Subdivision (in Precinct 2) as submitted by project Engineer R. Gutierrez Engineering Corporation. C-CAP-08-029A-10-28

BACKGROUND

Fiscal Impact

FISCAL YEAR: 9 ACCT. #: 9-1312-431-00-122-413-0-334

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

BUDGETARY IMPACT:

P.O.# 613775 has $6,963.17 available as of 2/11/09. Account balance is negative due to PO carry over from 2008. Auditor's Office is working on an appropriation to properly fund in 2009 (as per Becky L)

Attachments

Link: Invoice# 2638 Las Milpas

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	02/11/2009 01:50 PM	APRV
2	Budget & Management	Veronica Lopez	02/11/2009 01:58 PM	APRV
3	Dale Kennan	Dale Kennan	02/12/2009 07:56 AM	APRV
4	Auditor's Office		02/13/2009 05:43 PM	NEW

Form Started By: Marcie Jackson Started On: 02/11/2009 11:12 AM

Final Approval Date: 02/13/2009

R. Gutierrez Engineering Corporation
130 E. Park
Pharr, TX 78577

Invoice Number: 2638
Thursday, January 29, 2009

Invoice

To: Hidalgo County Precinct No. 2
301 E. State St.
Pharr, TX 78577
Attention: Hector Palacios, Commissioner

Project: ENG08.019a Las Milpas Subdivision

Project Manager: Luis Nava
Professional Services for the Period: 11/22/2008 to 01/29/2009

Billing Group: 01 *Phased Fixed Fee*
Las Milpas Subdivision

PO# 613775

Billing Fee: $17,407.93

Phase	Phase Fee	Percent of Total Fee	Percent Complete	Fee Earned	Prior Billing	Current Fee
Preliminary Phase	6,963.17	40.00	100.00	6,963.17	6,963.17	0.00
Design Phase	6,963.17	40.00	90.00	6,266.85	3,481.59	2,785.26
Construction Phase	3,481.59	20.00	0.00	0.00	0.00	0.00
					Total Phases:	***$2,785.26***

INVOICE RECEIVED BY: Marcie Jackson ON 2/3/09
GOODS/SERVICES RECEIVED BY: Marcie Jackson ON 2/3/09

Phase Billing Totals: ***$2,785.26***

9.312.431.00.122.413.0.334 = $2,785.26

Billing Group Subtotal: 2,785.26

Project Totals:

***** Total Project Invoice Amount: $2,785.26**

Billing Summary

	Current	Prior	Total
Professional Services:	$2,785.26	$10,444.76	$13,230.02
Reimbursable Expenses:	$0.00	$0.00	$0.00
Outside Services:	$0.00	$0.00	$0.00
Other Services and Fees:	$0.00	$0.00	$0.00
Finance Charges:	$0.00	$0.00	$0.00
Taxes:	$0.00	$0.00	$0.00
Totals:	*$2,785.26*	*$10,444.76*	*$13,230.02*

All invoices are due upon receipt. A late charge of 1.5% will be added to any unpaidbalance after 15 days.

INVOICE RECEIVED BY: / /

R. Gutierrez Engineering Corporation
Border Colonia Access Program - Round III
Contract No: C-CAP-08-029A-10-28(WA#1)
PO No: 613755

Work Authorization Number 1
Schedule of Values

TWDB ID#	Colonia Name	Engineering Fee	Preliminary Design Ph. (%)	Prelimary Design Phase 40%	Final Design Phase (%)	Final Design Phase 40%	Construction Phase (%)	Construction Phase 20%	Total This Invoice	Previous Payment	Current Amount Earned	% Complete	Engineering Fee Available Balance
M1080413	Las Milpas Subdivision	$ 17,407.93	100%	$ 6,963.17	90%	$ 6,266.85	0%	$ -	$ 13,230.02	$ 10,444.76	$ 2,785.26	76%	$ 4,177.91
M1080454	McColl Estates Subdivision	$ 16,626.81	100%	$ 6,650.72	50%	$ 3,325.36	0%	$ -	$ 9,976.08	$ 9,976.08	$ -	60%	$ 6,650.73
		$ 34,034.74		**$ 13,613.89**		**$ 9,592.21**		**$ -**	**$ 23,206.10**	**$ 20,420.84**	**$ 2,785.26**		**$ 10,828.64**

Project Completion
Anticipated Completion Date
Extension
Date Extension was approved in Court

Project Engineer
Name (Print) Ramiro Gutierrez
Signature
Date 1/29/09

Colonia Access Program Director
Date

9·1312·431·00·122·413·0·334 = $ 2,785.26

Purchase Order

COUNTY OF HIDALGO

PO#: 613775

DATE: 12/03/08

VENDOR: 234443 REQ:00144071
FAX (956)782-2558 Email:
Phone: (956)782-2557
R. GUTIERREZ ENGINEERING CORPORATION
130 E. PARK AVE.
PHARR TX 78577
Vendor Acct:

BUYER:
SHIP TO: HIDALGO CO. PCT 2
301 E. STATE
PHARR TX 78577

CONTACT:
SITE: HIDALGO CO. PCT 2

Special Instructions: REQ#0081
Contract No:

VENDOR NOTES

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

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
		OPTION TO INCRASE OR DECREASE P.O. - BCAP ROUND III PROJECTS WORK AUTHOURIZATION #1 APPROVED ON C.C.M. 10/28/08 AI-12007		
1		CSJ# M1080413 LAS MILPAS SUBDIVISION	17,407.93	17,407.93
1		CSJ# M1080454 MCCOLL ESTATES SUBDIVSION	16,626.81	16,626.81
		TO PROVIDE PLANS, SPECIFICATION AND ESTIMATES (PS&E) AND CONSTRUCTION INSPECTION FOR ROUND III PROFESSIONAL ENGINEERING SERVICES		
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		
		Total		34,034.74

****

For Hidalgo County use only

8-1312-431-00-122-413-0-334 17,407.93
8-1312-431-00-122-454-0-334 16,626.81

Approved

RECEIVED
DEC - 4 2008
HIDALGO COUNTY
AUDITOR'S
OFFICE

Authorized by: Maria L. Salazar

R. Gutierrez Engineering Corporation — Transmittal Form

TO: Agapito Vargas
Hidalgo County Precinct No. 2
301 E. State St.
Pharr, TX 78577

FROM: Jaime Jaimez, Jr.
SUBJECT: Border Colonia Access Program Rd III
PROJECT NO.: ENG08.019
DATE: January 30, 2009

WE ARE SENDING YOU X ATTACHED ___ UNDER SEPARATE COVER VIA Hand Delivery THE FOLLOWING ITEMS:

___ BLUEPRINTS	X PLANS	___ SHOP DRAWINGS	X CD
___ CHANGE ORDER	___ SAMPLES	___ PAYMENT REQUEST	X OTHER: INVOICE
___ BID TABULATION	___ CONTRACT DOCUMENTS	___ RECORD DRAWINGS	___ 3 1/2" DISKETTE

QUANTITY / SETS	DATED	ITEM DESCRIPTION
1	11/29/2009	BCAP Schedule of Values
1	11/29/2009	Invoice No. 2638 - Las Milpas Subdivision
1	-	Plans (Hard Copy)
1	-	Plans (Electronic Copy - CD)

THESE ARE TRANSMITTED AS CHECKED BELOW:

___ FOR BIDS DUE	___ APPROVED AS NOTED	___ FOR YOUR RECORDS
___ FOR APPROVAL	___ APPROVED AS SUBMITTED	___ FOR YOUR ACKNOWLEDGEMENT
___ FOR YOUR USE	___ RETURN FOR CORRECTIONS	___ RESUBMIT FOR APPORVAL
___ AS REQUESTED	X FOR FURTHER PROCESSING	___ ON LOAN
___ FOR REVIEW AND COMMENT	___ FOR SIGNATURE	___ OTHER

COMMENTS:

Copy Distribution: file

Received by: 1/30/09

130 East Park Ave. - Pharr, TX 78577 - Tel: 956 - 782 - 2557 - Fax: 956 - 782 - 2558 - Email: jaime@rgutierrezengineering.com

AI-13939 **10.O.**

SECURITY SERVICES FOR PARKING LOTS OWNED BY HIDALGO COUNTY CC CONSENT

Date:	02/17/2009
Submitted By:	Olga Montero, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department
Purchasing only:	Hidalgo County

Information

CAPTION

Requesting authority to advertise and approval of Procurement Packet (i.e. Legal Notice, Specifications-Requirements, etc., Draft Contract). RFB No. 2009-013-03-11-otm

BACKGROUND

(1) Current Contract expires 04-14-09
(2) Draft contract was previously approved by legal counsel on 04/11/06
(3) Proposed Schedule of Events:
1st advertisement: February 21, 2009
2nd advertisement: February 28, 2009
Bid Opening Date: March 11, 2009

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-415-00-115-002-0-350

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

BUDGETARY IMPACT:

Available balance as of 2-13-09 $41,000.00

Attachments

Link: DRAFT CONTRACT
Link: DRAFT SPECS
Link: LEGAL NOTICE

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	02/12/2009 12:12 PM	APRV
2	Budget & Management	Veronica Lopez	02/12/2009 03:56 PM	APRV
3	Veronica Lopez	Veronica Lopez	02/13/2009 02:10 PM	APRV
4	Auditor's Office		02/13/2009 05:43 PM	NEW

Form Started By: Olga Montero Started On: 02/11/2009 10:10 AM

Final Approval Date: 02/13/2009

DRAFT

THE STATE OF TEXAS '
'
COUNTY OF HIDALGO '

SERVICE CONTRACT
C-09-013-00-00

THIS CONTRACT is made and entered into this_____day of_____, **2009** by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and_____. a Texas Corporation. ("Company").

WHEREAS, Company responded to advertised notices for bids for **{SECURITY SERVICES FOR PARKING LOTS OWNED BY HIDALGO COUNTY}** for Hidalgo County (Precincts Nos. 1 & 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 Hidalgo County (Precincts Nos. 1 & 3) for **" SECURITY SERVICES FOR PARKING LOTS OWNED BY HIDALGO COUNTY."** This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the Services in accordance with the Specifications within **Hidalgo County.** 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, beginning April 15, 2009 and ending on April 14, 2010 and may be extended at the sole discretion of County for an additional two (2) year-one (1) year terms, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first. Hidalgo County reserves the right to extend this bid award for an additional sixty (60) day grace period at the end of the contract term due to unforeseen delay in the award of the new bid for the next contract term.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

7. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship, that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County: **The County of Hidalgo**
Attn: County Judge
100 E. Cano
Edinburg, Texas 78539

If to Company _____
_____
_____
_____

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

14. This Agreement may be terminated by either party without cause upon thirty (30) days written notice.

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

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

DRAFT

WITNESS our hands in duplicate originals this_____ day of _____, 2009.

COUNTY OF HIDALGO

ATTEST:

By:_____
Juan D. Salinas, III, County Judge

_____
Arturo Guajardo Jr., County Clerk

COMPANY:_____
By:_____
Printed Name:_____
Title:_____

APPROVED AS TO FORM:

By:_____

DRAFT

EXHIBIT A
REQUIREMENTS

HIDALGO COUNTY
REQUEST FOR BID

SECURITY SERVICES FOR PARKING LOTS OWNED BY HIDALGO COUNTY
RFB NO: 2009-013-03-11-otm

COUNTY OF HIDALGO
REQUEST FOR BID
"PARKING LOTS SECURITY SERVICES"
RFB NO: 2009-013-03-11-otm

DRAFT

OVERVIEW:

The County of Hidalgo is seeking to engage Security Services to furnish **Security Services** for RFB-PARKING LOTS OWNED BY HIDALGO COUNTY. Services will be required on Monday-Sunday, hours will be determined by location and need.

There will be a **"Pre-Bid Meeting"** scheduled for Wednesday**, March 04, 2009, at 3:00 P.M.**, at Hidalgo County Purchasing Department, located at 2812 So. Business 281, New Administration Bldg, Edinburg, Texas. Sealed bids will be accepted until **9:30 A.M., Wednesday, March 11, 2009. ANY RFB'S RECEIVED AFTER THAT DATE AND TIME WILL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED.**

Deliver Submittal to:

RFB NO. 2009-013-03-11-otm
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
New Administration Building
2812 So. Business 281
Edinburg, Texas 78539

The Submittal Envelope Must Show the RFB Number, Name and Acceptance Date.

The following outlines the Request For Bid:

SECTION I - GENERAL TERMS AND CONDITIONS

BIDDER'S AFFIDAVIT

Respondents to this RFB must submit a signed Bidder's Affidavit (attached herein in Exhibit "D") certifying that the submission is (1) not the result of Collusion as described in the Bidder's Affidavit; (2) that the Respondent does not have Conflict of Interest as described in the Bidder's Affidavit; or that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Bidder's Affidavit.

NON-DISCRIMINATION

Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where

religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

RAFT

PROCESSING TIME FOR PAYMENT

Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF BIDS

Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY

Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the submitter's ability.

SUBMITTER DEFAULT

Hidalgo County reserves the right, in case of submitter default, to procure the articles or services from other sources and hold the defaulting submitter responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS

It is the responsibility of the submitter to review the Request for Bid (RFB) 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 proposers procedures must be received in the Purchasing Department not less than seventy-two hours prior to the time set for the opening. These criteria also apply to requirements that are ambiguous.

BIDS DELIVERY

Hidalgo County requires submitters, when hand delivering bids, to have a Purchasing Department representative time/date stamp and initial the envelope when dropping RFB off.

SIGNING OF BIDS

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

DRAFT

The successful submitter may not subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

SECTION II - REQUIREMENTS

REQUEST FOR BIDS

The required contents and limitations for the preparation of the RFB are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFB. A total of **one (1) original and three (3) copies** of the RFB shall be submitted to the address on the cover letter.

CONTENTS

The required contents for the RFB are presented below in the order they should be incorporated into the submitted document.

UNDERSTANDING OF THE PROJECT:

To render "Parking Lots Security Services". Hidalgo County will direct and inform the potential awarded vendor of the numerous parking lots that will need the security services to be rendered on Monday's Only . Hidalgo County has the option to add or delete additional sites and/or locations.

BIDDER'S REQUIREMENTS

a) Security Officers will be needed to provide security services at the direction of Hidalgo County for several locations involved in this project. Services will be: Mondays – Friday. Time will be designated by need and location.

- Parking Lot Square (100 N. Closner-Edinburg)– 1 Unarmed Security Officer
  Monday – Friday 7:00 a.m. to 6:00 p.m.
  Mondays or as scheduled an additional officer is needed from 7:00 a.m. to 6:00 p.m.
  "Jury Selection Department will require an additional guard"

- Administration Annex (100 E. Cano-Edinburg) – 1 Unarmed Security Officer
  Monday-Friday 7:00 a.m. to 7:00 p.m.

- 430th District Court parking lot (Hon. Israel Ramon, Jr) 111 S. 9th street-Edinburg–
  1 Unarmed Security Officer
  Monday-Friday 7:00 a.m. to 6:00 p.m.

- San Carlos Warehouse – (E. 17 & 6th Street—San Carlos)--1 Unarmed Security Officer
  Monday – Friday 10 p.m. to 7 a.m.
  Saturday, Sunday and Holidays 24/hr Armed Security Officer.

- Adult Probation Facility – 3100 S. Bus. 281 (Building B)-Edinburg
  1 Unarmed Security Officer, Monday-Friday 7:00 a.m. to 6:00 p.m.

DRAFT

- Hidalgo County Precinct #2 – Alamo Road Community Center
  1429 S. Tower Road, Alamo
  Monday – Sunday 9 p.m. to 6 a.m. - 1 Armed Security Officer

- New Administration Building (fka K-Mart Bldg.) 2802 S. Bus. Hwy 281, Edinburg
  1 Unarmed Security Officer
  Monday-Friday 7:00 a.m. to 6:00 p.m.

b) Contractor and all security personnel must be licensed by the appropriate state and/or federal agencies. Security personnel must be licensed and trained to carry firearms.

c) Contractor must ensure coverage if and when security officers are given a meal break.

d) Vendor must comply with attached EXHIBIT "C", INSURANCE REQUIREMENTS.

e) Contractor will be required to indemnify and save Hidalgo County harmless from all claims, damages and liability arising from the activities or omissions of Contractor in performing the services described in this Request for Bids.

f) Hidalgo County reserves the right to reject any bid which does not provide satisfactory evidence of state licensing of Contractor and evidence of Contractor's status as a bonded provider of security services.

ADDITIONAL INFORMATION:

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.

REQUIRED CERTIFICATES AND SUBMITTAL

Proof of any certifications, licenses, permits registrations required by federal, state and local statue regulations and all required current insurances applicable to project

SECURITY OFFICERS

Any or all contractor's security officers who will be servicing our contract will be required to have all required licenses, permits, etc, associated in being a security officer.

DURATION OF CONTRACT

1. The initial term of the contract shall be for one (1) year period (12-months), with the County's option to renew for additional two (2) year-one year terms.

2. With the County's option to extend an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for next contract term.

NUMBER OF COPIES TO BE SUBMITTED

DRAFT

Hidalgo County requires **one (1) original submittal and three (3) copies**.

PART III - SELECTION AND SCHEDULES AND BID RATE

SCHEDULES/LOCATIONS

Hidalgo County will direct, assist and provide location sites of the parking lots. Schedule may change/vary upon Hidalgo Count's request and/or on "As Needed Basis". Hidalgo County may at any time add or delete parking locations throughout the contract term.

SELECTION PROCEDURES

The RFB shall be submitted acccrdingly. The County of Hidalgo is not required to select the bid with the lowest rates/fees, but shall take into consideration other factors, including past experience, evidence of good organization, references, ability to provide requested services, and any other factors found necessary for quality service.

BID RATE

Bids submitted must be on a **"PER HOURLY RATE PER DAY".**

Any contract awarded to a successful proposer will be in effect until (a) the contract expires, (b) delivery and acceptance of products and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

BIDS SUBMITTED TO: An original and three (3) copies of RFBs should be submitted to:

Martha L. Salazar, Purchasing Agent
Hidalgo County Purchasing Department
2812 So. Business 281(New Administration Building)
Edinburg, Texas 78539

RFBs must be submitted by **no later than 9:30 a.m. on Wednesday, March 11, 2009**.

METHOD OF AWARD

Hidalgo County will consider many factors, of which **price** is only one factor. Factors listed are of importance in determining award of bid. Vendors must submit the following:

1. Per Hourly Rate Per Day on bid page.
2. Ability to meet all requirements of the bid.
3. Competence, knowledge and experience of the security officers that will be providing the services.

HIDALGO COUNTY
"SECURITY SERVICES FOR PARKNIG LOTS OWNED BY HIDALGO COUNTY"
RFB NO: 2009-013-00-00-otm

DRAFT

BID PAGE

PER HOURLY RATE FEE PER DAY
UNIFORMED ARMED: **$** _____

PER HOURLY RATE FEE PER DAY
UNIFORMED UNARMED: **$** _____

INSURANCE CERTIFICATES INCLUDED: **YES** _____ **NO** _____

BIDDER'S INFORMATION

BIDDER'S NAME: _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

CELLULAR & PAGER NUMBERS: _____

FAX NUMBER: _____

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

DATE: _____

REQUEST FOR BIDS

HIDALGO COUNTY
"SECURITY SERVICES FOR PARKING LOTS OWNED BY HIDALGO COUNTY

BID OPENING DATE:

MARCH 11, 2009

Contact Person:

Martha L. Salazar, CPPB,Purchasing Agent
Hidalgo County Purchasing Department
2812 So. Business 281 - New Administration Building
Edinburg, Texas 78539

956 318-2626

Form HCPD-03

1. Sealed bids will be received for **" HIDALGO COUNTY – SECURITY SERVICES FOR PARKING LOTS OWNED BY HIDALGO COUNTY"** 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: **"BID-2009-013-03-11-otm HIDALGO COUNTY - SECURITY SERVICES FOR PARKING LOTS OWNED BY HIDALGO COUNTY"** and in County's Purchasing Department, 2812 So. Business 281, New Administration Building, Edinburg, Texas, **on or before 9:30 a.m.,WEDNESDAY, MARCH 11, 2009. 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 REQUEST FOR BIDS-2009-013-03-11-otm- RFB- HIDALGO COUNTY – "SECURITY SERVICES FOR PARKING LOTS OWNED BY HIDALGO COUNTY" .** 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 Hidalgo 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 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 a 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 – "SECURITY SERVICES FOR PARKING LOTS OWNED BY HIDALGO COUNTY"** 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
Ray Eufracio, Auditor
2808 South Business Hwy 281
Edinburg, Texas 78539
ATTN.: Accounts Payable (956) 318-2511

17. Schedule of Events

Bid Opening, 9:30 AM	**MARCH 11, 2009**
Award of Contract	_____, 2009
Commence Work or Deliver Products	_____, 2009

18. Bid or Performance Bond and Debarment Certification; Payment Under Contract:

. 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.

. 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.

. 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
"SECURITY SERVICES FOR PARKING LOTS OWNED BY HIDALGO COUNTY"
BID NO.: 2009-013-03-11-otm

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2812 So. Business 281 – New Administration Building
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

AI-13930 **10.P.**

Purchase of Microcuvettes

CC CONSENT

Date:	02/17/2009
Submitted By:	Sandra Montalvo, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department

Information

CAPTION

Hidalgo County WIC Program
Requesting authority to advertise and approval of procurement packet (i.e. specifications-requirements, legal notice, draft contract etc.) as attached hereto for: "Hidalgo County WIC Program-Microcuvettes" Bid No. 2009-094 SMA

BACKGROUND

1.) Current Contract expires 03/29/09
2.) Draft Contract Document form was previously approved by legal counsel on 03/28/06
3.) Proposed Schedule of Events:
1st Advertisement: February 21, 2009
2nd Advertisement: February 28, 2009
Bid Opening Date: March 11, 2009

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1292-441-00-350-001-9-604
FUNDS AVAILABLE Y/N?: y MATCHING FUNDS Y/N?: n
BUDGETARY IMPACT:

FISCAL YEAR: ACCT. #:
FUNDS AVAILABLE Y/N?: MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
pending lin-item AI-13887

Attachments

Link: memo, exh A & B,legal notice & draft contract

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	02/11/2009 12:42 PM	APRV
2	Budget & Management	Veronica Lopez	02/11/2009 01:25 PM	APRV
3	Damaris San Miguel	Damaris San Miguel	02/11/2009 04:07 PM	APRV
4	Auditor's Office		02/13/2009 05:43 PM	NEW

Form Started By: Sandra Montalvo

Started On: 02/11/2009 07:26 AM

Final Approval Date: 02/13/2009

MEMORANDUM

To: Norma Longoria, WIC Director
Hidalgo County WIC Program
Attn: Margarita Gonzalez **via email: mague.gonzalez@wic.co.hidalgo.tx.us**

From: Sandra Montalvo, Buyer
Hidalgo County Purchasing Dept.

Date: February 06, 2009

Re: Bid No. 2009-094-00-00-SMA-Approval of Specifications for **HIDALGO COUNTY WIC PROGRAM"**

Please review the following **SPECIFICATIONS** and verify if all requirements are met by signing below and indicating **APPROVE** (or) **DISAPPROVE.** If specification is **NOT** met, make any and all modifications necessary and return the revised copy to the designated Buyer in the Purchasing Department.

If you have any questions, please call me at (956) 318-2626 ext# 4865.

APPROVE ☑	DISAPPROVE ☐
APPROVED WITH MODIFICATIONS ☐	

FUNDS AVAILABILITY: ✓ YES / _____ NO/ _____ Other

(Specify) _____

BUDGET ACCOUNT #: 9.1292.441.00.350.001.9.604

Norma L Longoria	Norma L. Longoria	WIC	2/10/09
AUTHORIZED SIGNATURE	PRINTED NAME	DEPARTMENT	DATE

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 292-7612 or e-mail: sandra.montalvo@co.hidalgo.tx.us by no later than Monday, February 9, 2009 @ 3:00 P.M.

Enclosures

EXHIBIT "A"
SPECIFICATIONS/REQUIREMENTS

Hidalgo County WIC Program
REQUEST FOR BIDS
"Microcuvettes"
BID No. 2009-094-03-11-SMA

EXHIBIT "A"
Hidalgo County WIC Program
"Microcuvettes"
BID No. 2009-094-03-11-SMA

SPECIFICATIONS/REQUIREMENTS

Hidalgo County WIC Program is accepting bids from vendors selling original equipment manufacturers. All items will be on an "**as-needed basis only**" there is no guaranteed annual volume.

SCOPE

The successful supplier shall furnish and deliver, fob inside, to the WIC Program, products and/or services listed below until all items ordered prior to the expiration date have been satisfactorily delivered and accepted.

SPECIFICATIONS/REQUIREMENTS/:

1. Hemoglobin Microcuvettes must be a plastic sampling device containing sodium desoxycholate, sodium azide and sodium nitrate.

2. Delivery must be made within five (5) days maximum from the date order is placed.

3. Providing original manufacturer items.

4. Stock the necessary material in order to be able to provide any item within 24 hours as an Emergency.

5. **SAMPLES MUST BE SUBMITTED WITH BID.**

6. Open vials to have shelf life of approximately 90 days and unopened vials to have shelf life of approximately two (2) years.

7. Microcuvettes must be compatible with the Hemocue 201-Hemoglobin Test Systems or comparable testing machine, which is used in all WIC clinics sites.

8. Must have the capability to store dry at a room temperature (59-86 degree F, 15-30 C.)

9. The CLIA waived Hemocue 201-Hemoglobin test system or comparable testing system consist of the Hemocue 201-Hemoglobin analyzer or comparable analyzer and the hemoglobin Microcuvettes. Any modifications by the laboratory to the test system or the FDA approved test system instructions will result in the test no longer meeting the requirements for waived testing.

TERMS & CONDITIONS:

1. Term of contract is for one (1) year period with County's option to extend the contract for an additional year.

2. County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for next contract term.

3. County will seek purchases from state awarded vendors whenever it is, its best interest to do so.

4. After bid is awarded and successful awarded contractor defaults in meeting the general instructions to bidders(s) and/or in complying with the contract agreement, Hidalgo County reserves the right to seek the services of the next lowest bidder(s). In such event, Hidalgo County shall charge the successful bidder the difference for any additional cost to the County.

5. Hidalgo County reserves the right to award to multiple vendors if the County determines it is in its best interest to do so.

6. Any contract awarded to a successful bidder will be in effect until;
   a) The contract expires
   b) Delivery acceptance of products and/or performance of services ordered, or
   c) Terminated by County with thirty (30) days written notice prior to be cancellation.

7. Hidalgo County reserves the right to award the bid to MULTIPLE bidders if the County determines it is in its best interest to do so.

8. Have been in business for at least two years.

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, inquires and clarifications regarding quotes, bids, proposals or statements of qualifications be addressed to Martha L. Salazar, CPPB, Purchasing Agent, 2812 South Business Hwy. 281, Edinburg, Tx 78539

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, Wednesday, March 4, 2009 by 5:00 p.m. Responses to said inquiries will be sent to all applicants via facsimile by no later than Friday, March 6, 2009 by 5:00 p.m.

EXHIBIT "B"

BID PAGE

HIDALGO COUNTY WIC PROGRAM
REQUEST FOR BID
"Microcuvettes"

BID No. 2009-094-03-11-SMA

EXHIBIT "B"
BID PAGE

HIDALGO COUNTY WIC PROGRAM
"Microcuvettes"
Bid No. 2009-094-03-11-SMA

Unit price for Microcuvettes 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 following, **FOB Edinburg, TX.**

DESCRIPTION OF PRODUCTS	UNIT PRICE	TOTAL COST
Microcuvettes	$	$

BIDDER'S /COMPANY NAME:_____

ADDRESS: _____

CITY:_____STATE:_____ZIP CODE_____

PHONE No. _____FAX No._____

SIGNATURE OF AUTHORIZED PERSON: _____

PRINTED NAME:_____TITLE: _____

EMAIL ADDRESS:_____

Bid No: 2009-094-03-11-SMA	Buyer: Sandra Montalvo	Tel. No: (956) 318-2626 Ext. 4865

REQUEST FOR BIDS

HIDALGO COUNTY WIC PROGRAM "MICROCUVETTES"

BID OPENING DATE: March 11, 2009

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281 -New Administration Building
Mailing/Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

956 318-2626

Form HCPD-03

1. Sealed bids will be received for **"HIDALGO COUNTY WIC PROGRAM – MICROCUVETTES"** 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-2009-094-03-11-SMA- HIDALGO COUNTY WIC PROGRAM – MICROCUVETTES"** and in County's Purchasing Department, physical address: 2812 S. Business Hwy. 281, mailing address: 2812 S. Business 281- New Administration Building, Edinburg, Texas, **on or before 9:30 A.M.,WEDNESDAY, MARCH 11, 2009. 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-2009-094-03-11-SMA-HIDALGO COUNTY WIC PROGRAM-MICROCUVETTES."**

   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 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 a 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:

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 WIC PROGRAM– MICROCUVETTES"** 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 WIC Program
3105 W. University Dr.
Edinburg, Texas 78539
Attn: Margarita Gonzalez
956-381-4646

17. SCHEDULE OF EVENTS

Bid Opening, 9:30 AM	**March 11, 2009**
Award of Contract	_____ 2009
Commence Work or Deliver Products	_____,2009

18. Bid or Performance Bond and Debarment Certification; Payment Under Contract:

. 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.

. 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.

. 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 there under, 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 (30) 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 judgment 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 WIC PROGRAM
"Microcuvettes"
BID NO.: 2009-094-03-11-SMA

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281 -New Administration Building
Mailing/Postal 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: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

REQUIREMENTS AGREEMENT

Hidalgo County WIC Program
REQUEST FOR BIDS
"Microcuvettes"

BID No. 2009-094-03-11 SMA

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REQUIREMENTS AGREEMENT
C-09-094-00-00

THIS AGREEMENT (the "Agreement") is entered into effective as of the _____ day of **_____, 2009** by and between_____ Corporation ("Seller") and **Hidalgo County WIC Program in Hidalgo County, Texas** ("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements of "Microcuvettes" as further described in Exhibit "A" which are 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 certain of the Products, as herein after described.

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

1. Buyer agrees to purchase from Seller, and Seller agrees to sell and deliver to Buyer, all of the Products listed on Exhibit "B", which is attached hereto and incorporated herein by references, that Buyer may require for use by Buyer in Hidalgo County WIC Program projects for a period of one year, with the County's option for an additional one (1) year term. This Contract shall be for a period beginning _____, **2009** and ending on _____, **2009** and it is agreed that the Products will meet the specifications set forth in Exhibit "A" hereto.

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

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

4. General Provisions.

a. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof,

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contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

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

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

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

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

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

If to Seller: _____
_____
_____
_____

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

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f. **Termination:** This Agreement may be terminated by either party without cause upon thirty (30) days written notice.

g. **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.

h **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.

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

j. **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.

k. **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

l. **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.

m. **Insurance.** Company shall provide, to the extend it deems necessary, insurance in force on all persons connected with providing services under this Contract naming County as an additional insured, and shall furnish to County certificates of such insurance coverage.

n. **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).

o. **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

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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 therefore pending before any department or agency of Hidalgo County.

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

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

HIDALGO COUNTY

By:_____
County Judge

ATTEST:

_____
County Clerk

_____

By:_____

Printed Name:_____

Title:_____

DRAFT

Approved on Commissioners Court_____

APPROVED AS TO FORM
Atlas & Hall, L.L.P.

By:_____

DRAFT

AI-13898 **10.Q.**

The American Institute of Architects

CC CONSENT

Date:	02/17/2009
Submitted By:	Nielda Cavazos, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department

Information

CAPTION

Requesting authority to purchase an upgrade for existing software through The American Institute of Architects for the Purchasing Department in the amount of $3,219.00 through requisition # 148866 with authority for County Treasurer to issue a check after auditor reviews and completes processing procedures.

BACKGROUND

Need to overnight check.

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-415-18-160-001-0-336

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

BUDGETARY IMPACT:

AVAILABLE BALANCE AS OF 2/11/2009 - $3,500.00

Attachments

Link: AIA

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department (Originator)	Marty Salazar	02/11/2009 12:41 PM	APRV
2	Budget & Management	Veronica Lopez	02/11/2009 01:21 PM	APRV
3	Damaris San Miguel	Damaris San Miguel	02/11/2009 03:37 PM	APRV
4	Auditor's Office		02/13/2009 05:43 PM	NEW

Form Started By: Nielda Cavazos Started On: 02/10/2009 09:52 AM

Final Approval Date: 02/13/2009

AIA



THE AMERICAN INSTITUTE OF ARCHITECTS

1. Tell us who you are **2. Select license** **3. Purchase** **4. Get confirmation/download**

Please select one of the following options

Renew this license

(You can find your Order number in your software under help>>license wizard, or in the footer of any document generated by the software)

Order Number 1000347528 Annual Unlimited - New Multiseat License (5 Seats) Expires MAR-12-2009

	Price
☐ Annual Unlimited - Renew Multiseat License (5 Seats)	$3,219.00

Order Number 1000347528 Annual Unlimited - New Multiseat License (5 Seats) Expires MAR-12-2009

	Price
☒ Annual Unlimited - Renew Multiseat License (5 Seats)	$3,219.00

Order Number 1000347528 Annual Unlimited - New Multiseat License (5 Seats) Expires MAR-12-2009

	Price
☐ Annual Unlimited - Renew Multiseat License (5 Seats)	$3,219.00

Order Number 1000347528 Annual Unlimited - New Multiseat License (5 Seats) Expires MAR-12-2009

	Price
☐ Annual Unlimited - Renew Multiseat License (5 Seats)	$3,219.00

Renew the following license

(**NOTE:** Meter 300 licenses are not renewable; EF3.0 users renewing their license should select an option from those listed below under **Purchase a new license**.)

Provide Order Number

Purchase a new license

	Price
☐ Annual Limited - Docs 300 License	$469.00
☐ Annual Unlimited - New Single Seat License (1 Seat)	$979.00
☒ Annual Unlimited - New Multiseat License (5 Seats)	$3,319.00
☐ Annual Unlimited - New Multiseat License (10 Seats)	$6,129.00
☐ Annual Unlimited - New Multiseat License (20 Seats)	$12,199.00
☐ Annual Unlimited - New Multiseat License (30 Seats)	$18,099.00
☐ Annual Unlimited - New Multiseat License (40 Seats)	$23,999.00

Promotional Code

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MPSC



THE AMERICAN INSTITUTE OF ARCHITECTS

1. Tell us who you are **2. Select license** **3. Purchase** **4. Get confirmation/download**

Purchase

	Retail Price
Annual Unlimited - Renew Multiseat License (5 Seats)	**$3,219.00**
AIA Documents: Software Download	**$0.00**
Sales Tax (DC, GA, MD, NJ, & VA Residents only) :	**N/A**
Total :	**$3,219.00**

BACK

Billing Address

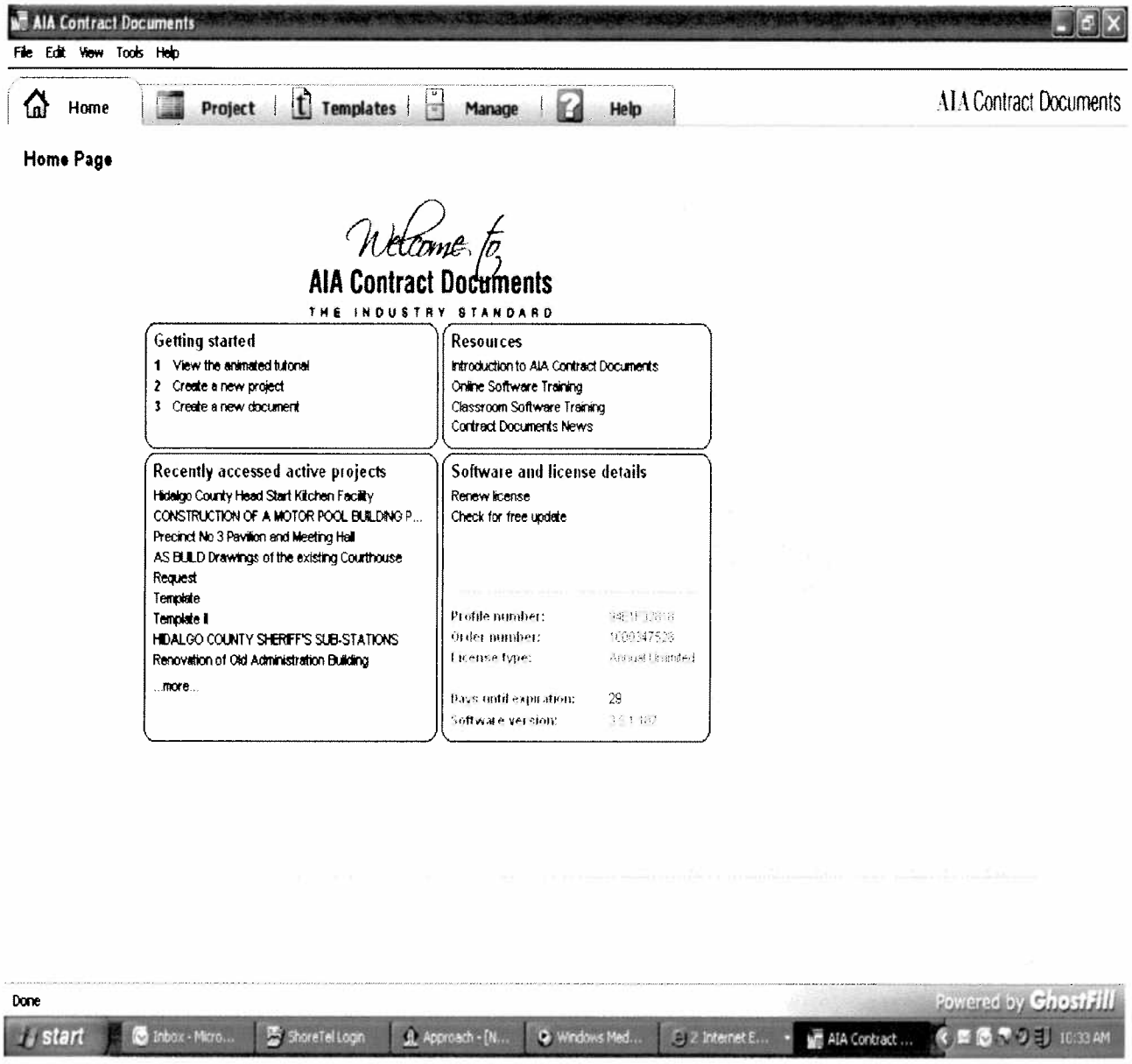
Name Martha L. Salazar
Address 1 Hidalgo County Purchasing Department
Address 2 100 E. Cano, 4th Floor
City Edinburg
State TX
Zip 78539
Country United States
Email purchasingcppb@hotmail.com
***Firm/Company Description:**

Payment Information

Name Martha L. Salazar, CPPB
Street Hidalgo County Purchasi
Zip 78539
Card Type
Card Number
Expiration -- ----
CVV2 How to find your CVV2 number?

APPROVE PAYMENT

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AIA Contract Documents
File Edit View Tools Help
Home
Project
Templates
Manage
Help
AIA Contract Documents
Home Page
Welcome to
AIA Contract Documents
THE INDUSTRY STANDARD
Getting started
1 View the animated tutorial
2 Create a new project
3 Create a new document
Resources
Introduction to AIA Contract Documents
Online Software Training
Classroom Software Training
Contract Documents News
Recently accessed active projects
Hidalgo County Head Start Kitchen Facility
CONSTRUCTION OF A MOTOR POOL BUILDING P...
Precinct No 3 Pavilion and Meeting Hall
AS BUILD Drawings of the existing Courthouse
Request
Template
Template II
HIDALGO COUNTY SHERIFF'S SUB-STATIONS
Renovation of Old Administration Building
...more...
Software and license details
Renew license
Check for free update
Profile number:
Order number:
License type:
Days until expiration: 29
Software version:
Done
Powered by GhostFill
start
Inbox - Micro...
ShoreTel Login
Approach - [N...
Windows Med...
2 Internet E...
AIA Contract ...
10:33 AM

AIA Contract Documents License Renewal

From: **AIA Contract Documents** (aiacontractdocs@aia.org)
Sent: Mon 2/02/09 10:59 PM
To: Martha L. Salazar CPPB (purchasingcppb@hotmail.com)

AIA Contract Documents

Dear Martha L. Salazar CPPB:
Thank you for choosing AIA Contract Documents software, The Industry Standard for design and construction agreements and forms. We hope our product has been valuable to your work. According to our records, your current license is due to expire 3/12/2009. We want to make it easy for you to renew.

Renew Now and Pay Less
Renew your license before it expires and get 2008 prices as well as ensure uninterrupted access. Wait a day more, and you'll pay higher 2009 prices.

Use our **online renewal** today and get 12 more months of the documents you need. If you have difficulty using the link above, just copy and paste this entire link: http://www.aia.org/docs_renew into your browser Address box.

To Log in to our site, use your e-mail address and password. If you're an AIA member, the default password is your last name in lower case letters.

Software Update Now Available
The October 2008 Update of AIA Contract Documents software features six new documents released by The American Institute of Architects (AIA) including two Integrated Project Delivery documents, a new Building Information Modeling (BIM) Exhibit, two new Design-Build agreements and one new On-Site Project Representation Scope of Services document.

Download Update

- 2007 Update
- Renew Online
- Pricing
- Support Information
- Knowledge Base
- Renew by Fax/Mail (Acrobat PDF)

AIA Web Resources

- AIA Homepage
- AIA Store
- Continuing Education
- Career Center
- Join the AIA

Contact Us If you have questions regarding the purchase of your AIA Contract Documents Software license, please contact AIA Customer Service:

- **E-mail:** aia@balmar.com
- **Mail:** AIA Software Renewal, Lockbox 64499, Baltimore, MD 21264
- **Voice:** (800) 365-2724 or (301) 987-1683
- **Fax:** (800) 246-5030

You are receiving this e-mail because you have purchased AIA Contract Documents.
Update Information
In order to keep you informed of product information, we need your most current contact information . You will be directed to a Member/Customer Login screen. Please enter your e-mail address and password to update your contact information. If you can not see the link to the Member/Customer Login above, copy this entire link:

https://aia-timssnet.uapps.net/timssnet/login/tnt_login.cfm?redirect=CUSUPDATE
and paste it into the Location/Address field of your browser.

2/2009

AIA

AI-13880 **10.R.**

Computer Equipment/Software Purchase

CC CONSENT

Date:	02/17/2009
Submitted By:	Matilde Faz, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department

Information

CAPTION

1. 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, (HGAC) awarded pricing including, but not limited to, Precincts, Department, Programs, Agencies, etc.:

Vendor	Contract Description	Contract #
Dell, Marketing L.P.	Computers, Components, Peripherals & Software	DIR-SDD-890-TX
Hewlett Packard Co.	Computers, Components, Peripherals & Software	DIR-SDD-223

with term of authority to purchase from contracts detailed herein commencing upon approval and expiring December 31, 2009.

2. Requesting authority for Hidalgo County to purchase Public Safety & Fire House Supplies & Equipment through the County's membership/participation with TASB Buyboard's awarded vendor SGS Industrial Supplies, Inc./Sea Garden Sales #284-08 for the Buildings & Grounds Department through requisition #148091 in the total amount of $7,367.07.

3. Requesting authority to enter into a 12-month maintenance agreement renewal for a fax machine canon lc710 serial #usz19291, with Copy Graphics, Inc. for the Adult Probation through requisition #148400 for the total of $275.00/year effective; 02/14/2009-02/13/2010 (91297423003200029432)

4. Requesting authority to enter into a 12-month copier service agreement renewal for (4) CS-1500 @ $24.99/month, (2) CS-1510 @ $24.99/month, (9) CS-2014 @ $24.99 with Digital Office Systems for the WIC Department, through requisition #146232 in the total of $3,373.65/ 9 months, effective; 01/28/09-01/27/2010

5. Requesting authority to purchase computer equipment, software and/or peripherals onsite technical support renewal for 300 users s/n 20039294 for the (IT) Information Technology Department with The Software Group/Tyler Technologies, Inc. for the amount of $71.65/user, total amount of $21,495.00/year through 12/31/09 (91100415002000020336)

6. Requesting authority to purchase computer software, equipment and/or peripherals through our membership/participation with (TCPN) The Cooperative Purchasing Network through the following awarded vendors;

Requisition	Vendor	Department	Amount	Account Number
148629	CDW-R4713	Information Technology	$5,041.91	91100415002000020601 91100415002000020667 91100415002000020745 91100415002000020747

7. Requesting authority to purchase computer software, equipment and/or peripherals through our membership/participation with (DIR) Department of Information Resource through the following awarded vendors;

148553	Insight DIR-SDD-223	Information Technology	$10,404.00	91100415002000020432 91100415002000020665 91100415002000020745
148738	Daptiv, Inc. DIR-SDD-841	Information Technology	$22,132.00	91100415002000010336

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009

ACCT. #: Various

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funding available for all pending requisitions as of 2-11-09

For Coop Purchasing vendor Dell Marketing in relation to purchases made for computer equipment on an "as neeed basis" funding source will be objects 665 & 745 Minor Computer Equipment & Computer Equipment. & 667 & 747 "Minor Software" & "Software"

Funds available as of 2-11-09.

Attachments

Link: Daptiv IT

Link: SeaGarden COOP

Link: Copy Graphics AP

Link: The Software IT

Link: CDW IT

Link: Insight IT

Link: Digital Office WIC

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	02/11/2009 12:37 PM	APRV
2	Budget & Management	Veronica Lopez	02/11/2009 01:20 PM	APRV
3	Ivan Cantu	Ivan Cantu	02/11/2009 04:47 PM	APRV
4	Auditor's Office		02/13/2009 05:43 PM	NEW

Form Started By: Matilde Faz

Started On: 02/09/2009 08:53 AM

Final Approval Date: 02/13/2009

Requisition

Req # 00148738

PO #

Date: 02/05/09

Consent #13880 2/17/09

Bill To: x
x

Vendor : 359084
DAPTIV, INC.
1008 WESTERN AVENUE, SUITE 500
SEATTLE WA 98104
FAX (206)341-9123

Ship To: INFORMATION TECHNOLOGY DEPARTMENT
100 E. CANO, 4TH FLOOR
EDINBURG TX 78540

Contact: EDNA KIRBY
956-292-7010

Contract No: DIR-SDD-841

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		SERVICE START DATE: 02/23/2009 - 02/23/2010 DIR-SDD-841 DO NOT DUPLICATE ORDER		
15.00	EACH	DAPTIV PPM STANDARD SUBSCRIPTION INCLUDES WI VIEWER	600.00	9,000.00
15.00	EACH	DISCOUNT	-120.00	-1,800.00
2.00	EACH	DAPTIV PPM REPORT BUILDER - SUBSCRIPTION WORK INTELLIGENCE BUSINESS AUTHOR - ALLOWS CREATION OF REPORTS FOR CONSUMPTION BY AUTHORIZED USERS	240.00	480.00
1.00	EACH	DISCOUNT	-48.00	-48.00
1.00	EACH	BASIC TEMPLATE ENTERPRISE STANDARD TEMPLATE CONFIGURATION	5,000.00	5,000.00
1.00	EACH	DISCOUNT	-5,000.00	-5,000.00
1.00	EACH	IMPLEMENTATION SERVICES SUBSCRIBE TO LIVE II CUSTOMER LOCATION REMOTE & ON-SITE WITH VARIABLE CONFIGURATION DELIVERABLES, WBT'S, AND PM	14,500.00	14,500.00
		Account No	Encumbrance	
		9-1100-415-00-200-002-0-336	22,132.00	
			Freight	.00
			Total	22,132.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

DIR 841

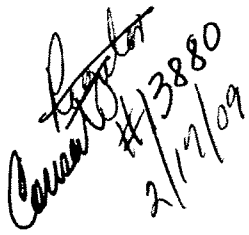
Authorized By: _____

Requisition

Req # 00148738

PO #

Date: 02/05/09



Bill To: x
x

Vendor : 359084
DAPTIV, INC.
1008 WESTERN AVENUE, SUITE 500
SEATTLE WA 98104
FAX (206)341-9123

Ship To: INFORMATION TECHNOLOGY DEPARTMENT
100 E. CANO, 4TH FLOOR
EDINBURG TX 78540

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1.00	EACH	DISCOUNT	-48.00	-48.00
1.00	EACH	BASIC TEMPLATE ENTERPRISE STANDARD TEMPLATE CONFIGURATION	5,000.00	5,000.00
1.00	EACH	DISCOUNT	-5,000.00	-5,000.00
1.00	EACH	IMPLEMENTATION SERVICES SUBSCRIBE TO LIVE II CUSTOMER LOCATION REMOTE & ON-SITE WITH VARIABLE CONFIGURATION DELIVERABLES, WBT'S, AND PM	14,500.00	14,500.00
		Account No	Encumbrance	
		9-1100-415-00-200-001-0-747	22,132.00	
			Freight	.00
			Total	22,132.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

DIR 841

Authorized By: _____

DAPTIV HOSTED SUBSCRIPTION AGREEMENT

This Daptiv Hosted Subscription Agreement ("**Agreement**") is entered into by and between Daptiv, Inc., a Delaware corporation with its principal place of business at 1008 Western Avenue, Suite 500, in Seattle, Washington 98104 ("**Daptiv**"), and the entity identified below ("**Customer**"). This Agreement (which includes the attached Daptiv Terms and Conditions and associated attachments and exhibits) sets forth the terms and conditions under which Daptiv agrees to provide, and Customer agrees to obtain, access to the Daptiv technologies, online services and database described herein.

CUSTOMER INFORMATION TABLE

Customer's Full Corporate Name: Hidalgo County **Customer's State of Incorporation:** TX Order No: 08166-08	**Customer's Primary Contact:** Priscilda Garza Tel: 956.292.7010 x6027 Fax: _____ Email: priscilda.garza@co.hidalgo.tx.us
Customer's Mailing Address: 100 N. Closner Blvd. Edinburg, TX 78539 USA	**Customer's Billing Address:** 100 N. Closner Blvd. Edinburg, TX 78539 USA
Daptiv Offering (check all that apply) _x_ PPM ___ Premium Support Services _x_ Professional Services ___ Other: _____	**Daptiv Sales Contact:** Aaron Berntson_NB aaronberntson@gmail.com **Main Telephone:** 206-341-9117 **Toll Free:** 1-888-341-9117 **FAX:** 206-749-9367
Service Start Date: February 23, 2009	**Term:** 12 months

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby enter into this Agreement as of the latter of the two signature dates, below (the "**Effective Date**").

Acknowledged and Agreed:	***Acknowledged and Agreed:***
Customer	**Daptiv, Inc.**
Signed By:_____	**Signed By:**_____
Name:_____	**Name:**_____
Title:_____	**Title:**_____
Date:_____	**Date:**_____

Rec. 48738

DAPTIV HOSTED SUBSCRIPTION AGREEMENT

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Customer's Mailing Address: 100 N. Closner Blvd. Edinburg, TX 78539 USA	**Customer's Billing Address:** 100 N. Closner Blvd. Edinburg, TX 78539 USA
Daptiv Offering (check all that apply) _x_ PPM ___ Premium Support Services _x_ Professional Services ___ Other: _____	**Daptiv Sales Contact:** Aaron Berntson_NB aaronberntson@gmail.com **Main Telephoue:** 206-341-9117 **Toll Free:** 1-888-341-9117 **FAX:** 206-749-9367
Service Start Date: February 23, 2009	**Term:** 12 months

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby enter into this Agreement as of the latter of the two signature dates, below (the "**Effective Date**").

Acknowledged and Agreed:

Customer

Signed By: _____

Name: Ramon A. Ramirez

Title: CED

Date: 2/23/09

Acknowledged and Agreed:

Daptiv, Inc.

Signed By: _____

Name: _____

Title: _____

Date: _____

1. **CONSTRUCTION.** Capitalized terms (whether in the singular or plural) shall have the meanings assigned in the text of this Agreement, including the Customer Information Table located on the Facing Page, as well as its exhibits and any addenda.

2. **SOFTWARE AS A SERVICE.**

2.1 Access. Commencing on the Service Start Date, Daptiv shall make available to Customer the unique instance of the Daptiv software identified in the Order Form attached as Exhibit A (the "**Service**") under the terms of this Agreement. The Service, as initially made available to Customer, shall conform, in all material respects, to the Functionality Specifications in Exhibit B.

2.2 Rights to the Service. Subject to the terms and conditions of this Agreement and the end user license agreement accompanying the Service, Daptiv hereby grants Customer a non-exclusive, non-transferable, worldwide right and license during the Term to access the Service and permit the number of individual users identified in the Customer Information Table to use the Service solely for Customer's own internal business purposes ("**Authorized Users**").

2.3 Updates. At no charge to Customer, Daptiv shall install on its servers any software updates deemed reasonably necessary to address errors, bugs or other performance issues in the Service (collectively, "**Updates**"). Updates (if any) shall be subject to the same license terms and conditions of this Agreement.

2.4 Service Level Agreement. Commencing on the Service Start Date, Daptiv will host, maintain and support the Service as described in the Service Level Agreement ("**SLA**") attached as Exhibit C.

2.5 Restrictions and License Conditions. Customer shall not, directly, indirectly or through its Authorized Users, employees and/or the services of independent contractors: (a) attempt to sell, transfer, assign, rent, lend, lease, sublicense or otherwise provide third parties rights to the Service; (b) "frame," "mirror," copy or otherwise enable third parties to use the Service (or any component thereof) as a service bureau or other outsourced service; (c) allow access to the Service by multiple individuals impersonating a single end user; (d) use the Service in a manner that interferes with, degrades, or disrupts the integrity or performance of any Daptiv technologies, services, systems or other offerings, including data transmission, storage and backup; (e) use the Service for the purpose of developing a product or service that competes with the Daptiv online products and services; (f) alter, remove or modify any proprietary marks, images or terms of use included in or displayed as part of the Service; (g) circumvent or disable any security features or functionality associated with Service; or (h) use the Service in any manner prohibited by law.

2.6 Reservation of Rights. All rights not expressly granted to Customer are reserved by Daptiv, its suppliers and licensors.

2.7 Return of Hosted Data. If requested by Customer within thirty (30) days of the expiration or termination of this Agreement, Daptiv shall make available to Customer all Customer data stored within the Service at the time of expiration or termination. For clarity, Customer, and not Daptiv, shall be solely responsible for making all backup and archival copies of any documentation, spreadsheets, data, or other materials uploaded into the Service. Thirty (30) days after termination, Daptiv shall have no further obligation to Customer and may, at its option, permanently delete or destroy the Service and all information and materials contained therein.

3. **SERVICES.** Additional support services, including custom configuration, consulting, report development, training and system integration, may be separately purchased from Daptiv under the terms of an addendum to this Agreement. For clarity, Daptiv has no obligation to support Customer's own technology, internal infrastructure, provide free training, or provide consulting on customer created content such as views, reports, and configurations or third party technologies and services unless agreed to in writing via an approved sales agreement and or statement of work.

4. **CUSTOMER OBLIGATIONS.**

4.1 Fees and Payment Terms. In consideration of the rights and licenses granted herein, Customer shall pay Daptiv the per user access fee specified in the Order Form ("**Fees**") for the number of Authorized Users permitted by Customer to access the Service.

(a) Fees are exclusive of any applicable sales, use, import or export taxes, duties, fees, value-added taxes, surcharges, tariffs or other amounts attributable to Customer's execution of this Agreement or use of the Service (collectively "**Sales Taxes**"). Customer shall be solely responsible for the payment of any Sales Taxes. In the event Daptiv is required to pay Surcharges on Customer's behalf, Customer shall promptly reimburse Daptiv for all amounts paid.

(b) All amounts shall be paid to Daptiv within thirty (30) days of receipt of an undisputed invoice. An invoice shall be deemed undisputed if, within such thirty (30) day period, Customer fails to notify Daptiv in writing of any disputed amounts.

(c) Fees and Surcharges not paid when due shall be subject to a late fee equal to one and one half percent (1.5%) of the unpaid balance per month or the highest monthly rate permitted by applicable law. Daptiv further reserves (among other rights and remedies) the right to suspend access to the Service. Amounts payable to Daptiv shall continue to accrue during any period of suspension and must be paid as a condition precedent to reactivation, which reactivation is at the sole discretion of Daptiv.

(d) Customer shall pay additional Fees and Sales Taxes in the event the number of actual users exceeds the maximum number of individual end users permitted to use the Service under this Agreement.

(e) All prices and other payment terms are confidential information of Daptiv and Customer agrees not to disclose such information to any third party throughout the Term and for three (3) years thereafter.

4.2 Compliance with Laws. The Daptiv software and Service are of U.S. origin. Customer shall adhere to all applicable state, federal, local and international laws and treaties in all jurisdictions in which Customer uses the Service, including all end-user, end-use and destination restrictions issued by U.S. and other governments and the U.S. Export Administration Act and its associated regulations. Customer will not upload any data or information to the Service for which Customer does not have full and unrestricted rights. Notwithstanding anything to the contrary in this Agreement or any other agreement between the parties, Customer will not upload any data or information that is subject to government regulation, including without limitation, protected health information regulated under the Health Insurance Portability and Accountability Act of 1996 or sensitive financial information regulated under the Gramm-Leach-Bliley Act of 1999.

5. **TERM AND TERMINATION.**

5.1 Term. This Agreement begins on the Effective Date and, unless earlier terminated, ends upon expiration of the Term identified in the Customer Information Table. If no specific expiration date is identified in the Customer Information Table, the Term will expire one year from the first date the Service is made available to Customer by Daptiv.

(a) Either party may terminate this Agreement at any time upon ninety (90) days prior written notice to the other party. If Customer terminates this Agreement pursuant to 5.1(a), it shall not be relieved of outstanding payment obligations and any amounts owed Daptiv hereunder shall be immediately due and payable. In the event Daptiv terminates this Agreement pursuant to 5.1(a), it shall refund Customer any Fees pre-paid, pro-rated from the effective date of termination for the remainder of the Term.

(b) Either party may terminate this Agreement if the other party materially breaches this Agreement and such breach has not been cured within thirty (30) days of providing notice thereof.

5.2 Effect of Termination. Upon expiration or termination for any reason, Customer shall discontinue all use of the Service, and return any and all software and documentation provided to Customer by Daptiv.

6. **INDEMNIFICATION.**

6.1 Customer. Customer shall indemnify and hold Daptiv, its suppliers and licensors harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including reasonable attorneys' fees and costs) arising out of or in connection with a claim which, if true, would constitute a breach of Customer's obligations under Section 2 or 4 of this Agreement.

6.2 Daptiv. Daptiv shall indemnify and hold Customer harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) arising out a third party claim that the Service infringes or misappropriates any U.S. patents issued as of the Effective Date or any copyright or trade secret of any third party during the term of this Agreement. Daptiv shall have no indemnification obligation, and Customer shall indemnify Daptiv pursuant to this Agreement, for claims of infringement arising from the combination of Service with any of Customer's content, products, services, hardware or business processes, or for any use of the Service or any Daptiv software not expressly authorized herein.

6.3 Process. A party seeking indemnification hereunder shall promptly notify in writing the other party of any claim for which defense and indemnification is sought. Each party agrees that it will not, without the other's prior written consent, enter into any settlement or compromise of any claim that: (a) results, or creates a likelihood of a result, that in any way diminishes or impairs any right or defense that would otherwise exist absent such settlement or compromise; or (b) constitutes or includes an admission of liability, fault, negligence or wrongdoing on the part of the other party. Each indemnifying party has the sole right to control the defense of any claim for which it is providing indemnification hereunder with counsel mutually acceptable to the parties. The indemnified party may, at its own expense, participate in the defense of any such claim.

7. **WARRANTY/ LIABILITY/ TOTAL LIABILITY.**

Mutual Warranties. Each party represents and warrants to the other that it is duly authorized to execute this Agreement and perform the obligations set forth herein.

7.1 Disclaimer. THE SERVICE AND ANY DAPTIV TRAINING, INSTRUCTION AND SUPPORT OR OTHER SERVICES PROVIDED IN CONNECTION WITH THIS AGREEMENT (COLLECTIVELY, "**SERVICES**") ARE PROVIDED STRICTLY ON AN "**AS IS**" BASIS. ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY RESULTS OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS, ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY DAPTIV, ITS SUPPLIERS AND ITS LICENSORS.

7.2 CUSTOMER ACKNOWLEDGES AND AGREES THAT SERVICE MAY BE SUBJECT TO INTERRUPTION, LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF INTERNET APPLICATIONS AND ELECTRONIC COMMUNICATIONS. DAPTIV IS NOT RESPONSIBLE FOR ANY SUCH DELAYS, DELIVERY FAILURES, OR ANY OTHER DAMAGE RESULTING FROM EVENTS BEYOND DAPTIV'S REASONABLE CONTROL, WITHOUT REGARD TO WHETHER SUCH EVENTS ARE REASONABLY FORESEEABLE BY DAPTIV.

7.3 Limitation. CUSTOMER'S EXCLUSIVE REMEDY AND DAPTIV'S, ITS SUPPLIERS' AND LICENSORS' TOTAL AGGREGATE LIABILITY RELATING TO, ARISING OUT OF, IN CONNECTION WITH, OR INCIDENTAL TO THIS AGREEMENT, WHETHER FOR BREACH OF CONTRACT, BREACH OF WARRANTY, INDEMNIFICATION OR ANY OTHER CLAIM SHALL BE LIMITED TO THE ACTUAL DIRECT DAMAGES INCURRED BY CUSTOMER, UP TO THE GREATER OF TEN THOUSAND U.S. DOLLARS ($10,000.00) OR ONE HUNDRED PERCENT (100%) OF AMOUNTS PAID BY CUSTOMER AND RECEIVED BY DAPTIV HEREUNDER. THE EXISTENCE OF MULTIPLE CLAIMS OR SUITS UNDER OR RELATED TO THIS AGREEMENT WILL NOT ENLARGE OR EXTEND THIS LIMITATION OF DAMAGES. CUSTOMER HEREBY RELEASES DAPTIV, ITS SUPPLIERS AND LICENSORS FROM ALL OBLIGATIONS, LIABILITY, CLAIMS OR DEMANDS IN EXCESS OF THIS LIMITATION. THE PROVISIONS OF THIS SECTION DO NOT WAIVE OR LIMIT DAPTIV'S ABILITY TO OBTAIN INJUNCTIVE OR OTHER EQUITABLE RELIEF FOR BREACH OF THIS AGREEMENT.

7.4 Exclusion of Certain Damages and Limitations of Types of Liability. IN NO EVENT WILL DAPTIV BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, INDIRECT OR PUNITIVE DAMAGES, OR LOST PROFITS OR LOST REVENUE ARISING OUT OF OR RELATED TO THE SUBJECT MATTER OF THIS AGREEMENT OR THE USE OF OR INABILITY TO USE THE SERVICE. THE FOREGOING EXCLUSION AND LIABILITY LIMITATIONS APPLY EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IN THE EVENT OF STRICT OR PRODUCT LIABILITY.

7.5 Interpretation. The limitations in sections 7.3 and 7.4 are independent of each other. The limitation of damages set forth in section 7.3 shall survive any failure of essential purpose of the limited remedy in section 7.4.

8. NOTICES AND REQUESTS. Either party may give notice to the other party by means of electronic mail to the primary contact designated on the Customer Information Table or by written communication sent by first class mail or pre-paid post, either of which shall constitute written notice under this Agreement. In the event Customer desires to increase the number of Authorized Users permitted to use the Service during the Term, Customer may purchase such rights via telephone, facsimile or e-mail. An e-mail or other writing from Daptiv confirming such order shall be deemed sufficient to modify the quantity of Authorized Users set forth in the Customer Information Table and Order Form. All additional access licenses purchased by Customer during the Term shall be subject to the terms of this Agreement, including the prices set forth in the Order Form. For clarity, in no event shall any other term or provision of this Agreement be deemed modified, amended or altered as a result of such purchase and all other changes to this Agreement shall be governed by terms of Section 9, below.

9. ADDITIONAL TERMS. With the exception of additional Authorized Users obtained by Customer under Section 8, Daptiv shall not be bound by any subsequent terms, conditions or other obligations included in any Customer purchase order, receipt, acceptance, confirmation or other correspondence from Customer unless expressly assented to in writing by Daptiv and counter-signed by its authorized agent. The parties may supplement the terms of this Agreement at any time by signing a written addendum, which shall be deemed incorporated by this reference

upon execution. The terms of any addendum shall control any conflicting terms in this Agreement. Unless expressly stated otherwise in an applicable addendum, all addenda shall terminate upon the expiration or termination of this Agreement.

10. GENERAL. This Agreement shall be governed by Washington law and controlling United States federal law, without regard to the choice or conflicts of law provisions of any jurisdiction to the contrary, and any disputes, actions, claims or causes of action arising out of or in connection with this Agreement or the Service shall be subject to the exclusive jurisdiction of the state and federal courts located in Seattle, Washington. No joint venture, partnership, employment, agency or exclusive relationship exists between the parties as a result of this Agreement or use of the Service. The failure of Daptiv to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision. All disclaimers, limitations, payment obligations and restrictions of warranty shall survive termination of this Agreement, as well as the provisions of this "General" section shall survive termination of this Agreement. If any part of this Agreement is found to be illegal, unenforceable, or invalid, the license will immediately terminate, except for those provisions noted above which will continue in full force and effect. This Agreement together with its exhibits and the Daptiv Privacy Policy, located at www.daptiv.com/company/privacy.htm comprise the entire agreement between Customer and Daptiv and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the parties regarding the subject matter contained herein.

EXHIBIT A

ORDER FORM

Daptiv Item Code	Description	Num	Unit Price	Total Price	Notes
Daptiv PPM Standard - Subscription	Includes WI Viewer	15	USD 600.00	USD 9,000.00	
Discount		15	USD -120.00	USD -1,800.00	Gov. Discount
Daptiv PPM Report Builder - Subscription	Work Intelligence Business Author - allows creation of reports for consumption by authorized users	2	USD 240.00	USD 480.00	
Discount		1	USD -48.00	USD -48.00	Gov. Discount
Basic Enterprise Template	Standard Configuration Template	1	USD 5,000.00	USD 5,000.00	
Discount		1	USD -5,000.00	USD -5,000.00	February signing discount
Implementation Services - Subscribe to Live II - Customer Location	Remote & On-site with variable configuration deliverables, WBT's and PM	1	USD 14,500.00	USD 14,500.00	
*Total (All in $US)				USD 22,132.00	

Generate a purchase order, made payable to

CIMA Solutions Group, LTD.

Vendor ID 120-244-6920-200

Note: You must reference

Contract Number DIR-SDD-841 on your purchase order

EXHIBIT B

Functionality Specifications - Daptiv PPM

Project Planning

- Manage project initiation requests
- Rank and prioritize projects based on business needs
- Create portfolio views of projects

Work Intelligence

- Create custom views
- Add customer fields to standard applications
- View dashboards and reports

Resource Management

- Estimate resource requirements
- Create capacity plans to allocate resources
- View estimated costs

Project Management

- Create and define projects
- Monitor project health using color-coded Project Health Indicators
- Create project schedules and assign tasks
- Identify, assign, and track issues
- Integrated timesheets for optional submittal by each user their time

Portfolio Management

- Manage, track and compare multiple projects
- Project status communication to monitor progress, risks and results
- Create portfolio views of projects

Collaboration

- End users configure their own views, dashboards, and alerts
- Document repository
- Discussion threads
- Unread items
- Email notifications

EXHIBIT C

SERVICE LEVEL AGREEMENT

1. SERVICE.

(a) Access. Daptiv shall use commercially reasonable efforts to make the Service available twenty-four (24) hours per day, seven (7) days a week, with a minimum uptime level of ninety-nine and seven tenths of a percent (99.7%), measured on an aggregate monthly basis, with no single unscheduled outage exceeding four (4) consecutive hours in a single seven (7) day period. Should Daptiv incur an unscheduled outage in excess of four (4) hours or more than two (2) unscheduled outages in excess of two (2) hours or more in duration within a single billing month upon notice by Customer and confirmation by Daptiv, Customer will be credited 10% of that month's monthly recurring payment. Such service availability does not, however, include regularly scheduled maintenance or any unscheduled downtime due to failures beyond Daptiv's reasonable control (such as errors or malfunctions due to Customer's computer systems, local networks or Internet connectivity).

(b) Scheduled Maintenance, Upgrades. Daptiv shall conduct scheduled service maintenance of the Service ("**Scheduled Maintenance**") after normal business hours or on weekends. Daptiv shall give Customer at least five (5) days prior notice of the exact date and time of such Scheduled Maintenance via e-mail or other timely means of communication.

2. DATA RETENTION AND RECOVERY.

Daptiv shall backup all data on Service as follows: (a) daily incremental disk backups; (b) weekly full server backups; and (c) weekly backup of all stored data at a secure offsite location. Daptiv shall implement sufficient measures to ensure that the backup data is accessible and maintained in a manner to enable restoration of the backup version of the Service in the event of a system malfunction or outage.

3. REQUESTS FOR SUPPORT.

Daptiv service representatives will be available to respond to support requests by phone (1-888-341-9117) and email (support@daptiv.com) during the hours of 6:00 a.m. - 6:00 p.m. Pacific Standard Time, Monday through Friday excluding nationally recognized holidays (the "**Support Hours**"). Additional support for Daptiv products is available through the following methods:

(a) Searching the online knowledge base (http://www.daptiv.com/support/kbsearch.htm) for answers to common questions and issues submitted by other customers; and

(b) Entering a support request on the support web form at http://www.daptiv.com/support/request_form.htm.

4. RESPONSE AND RESOLUTION TIME.

Daptiv service representatives shall respond to all Customer support requests in a timely and professional manner and in accordance with the Customer Response Policy attached as Addendum A to this Exhibit C.

5. SECURITY MEASURES.

Daptiv shall take, at a minimum, the following measures to protect unauthorized access to any Service:

(a) At all times during the Term, Daptiv shall use industry standard online intrusion detection technology to protect third party access to Service.

(b) Trained Internet security specialists shall monitor Service for unauthorized access or use.

(c) All access to the Service can be accomplished via the most recent commercially available version of Secure Socket Layer (SSL).

(d) Daptiv shall protect Service with a firewall configured to protect unauthorized access to the Service. If Daptiv reasonably determines that the Protected Services may be compromised, it shall notify Customer and take necessary measures to protect all or affected portions of the Service.

(e) Daptiv shall generate and review logs with a Daptiv network security specialist to detect unauthorized activities relating to the Service every thirty (30) days.

(f) In accordance with industry best practices, Daptiv shall continually upgrade intrusion detection systems and shall employ additional safeguards as necessary to monitor Service.

(g) All Daptiv personnel or technicians who manage or support Service shall be under a duty or contractual obligation to (i) protect Service from unauthorized access or disclosure; (ii) keep confidential all Daptiv-provided passwords for Service set up; and (iii) comply with all applicable laws regarding data security and privacy.

ADDENDUM A

Customer Response Policy

Communication

Logging a Support Case

- The Daptiv Support Portal, allowing immediate entry into our tracking system as well as visibility to all of your current and present inquiries. Contact Support for access to the Support Portal
- The online web form under **Help** in Daptiv PPM or at http://www.daptiv.com/support/request_form.htm
- Via email at support@daptiv.com
- Via telephone at 1.888.341.9.17

Case Communication

- When logging a Case with Support, please specify your contact preference (email, telephone, Daptiv Support Portal notes)
- For Cases requiring additional research, we strive for daily follow up. If you require a specific communication plan, please communicate your needs to the Support Specialist assigned to your Case.
- For Cases requiring Engineering attention, Support will communicate status as the issue is escalated to Engineering and when a solution comes back. If you require additional communication on the issue, please request a communication plan from the Support Specialist handling the case.

Case Response Times

- Critical issues. P1 issues, such as a system down or inability to gain access to Daptiv PPM, will receive immediate attention. We encourage customers to call in with these issues and request to speak with a Support Specialist right away.
- For all other cases, we will respond to your initial inquiry or Case within 24 hours of receipt, during regular business hours.
- For Cases requiring research, Daptiv Support will respond within 3 business days with research results.
- Cases resulting in an Issue requiring code changes will be delivered to Engineering for prioritization within 5 business days.

Issue Prioritization

Issue Priority Assignment

- Each Case resulting in an Engineering Issue is assigned a priority rating of 1 to 4 based on set criteria.
  - All Hands Issues = Critical system down issue
  - Priority 1 = An Issue that is blocking system use or feature functionality and has no workaround
  - Priority 2 = Potential blocking Issue, but a workaround exists to produce the desired results
  - Priority 3 = Not significantly impacting use of the system, workaround exists
  - Priority 4 = Does not impact use of the system; low business priority

Issue Prioritization for Resolution

- Issues are prioritized for resolution with the following considerations.
  - All Hands Issues are handled immediately by a team of Daptiv Specialists
  - Priority 1 Issues receive first attention
    - Issues resulting in the loss of use of system or feature
    - Issues affecting more than one customer
    - All other Priority 1 Issues
  - Priority 2 Issues
    - Issues with significant impact to functionality
    - Issues affecting more than one customer
    - All other Priority 2 Issues
  - Priority 3 Issues
  - Priority 4 Issues

Escalating an Issue

If at any time you feel your Issue is not receiving appropriate attention based on your business needs, the following contacts can be used to discuss your issue further:

- The Support Specialist assigned to the Case, communicate your desire to escalate the Case or Issue
- The Support Manager in charge of all customer escalations

- The Sales Account Manager assigned to your account

Issue Response and Resolution Matrix

Phase	Maximum Response	Time Description
Case Receipt	One (1) business day	Daptiv has received the Case and notifies you of the Case number for tracking purposes
Case Research	Three (3) business days	Daptiv is actively working to research the reported problem and is communicating status updates. This will require assistance from you or your team.
Issue Prioritization	Five (5) business days	Daptiv has determined an issue exists and has reported and prioritized the issue with appropriate Engineering resources
Issue Resolution	One (1) to six (6) months	Daptiv Engineering has reviewed the issue and determined timeframe to code solution. Timeframe depends on scope and release method

Release Methods

Emergency Release. As Emergency Releases carry a greater risk, they are reserved for "All Hands" critical issues that require code changes. While we typically do not experience a need for these types of releases, we are prepared to address issues causing a system wide failure with an Emergency Release. "All Hands" issues are treated as a top priority with a skilled team of Daptiv employees driving a fast resolution. "All Hands" issues receive immediate attention by a team until the issue is resolved. Depending on scope, this could be a matter of minutes or hours.

Quality Updates. Generally released monthly. Quality Updates contain code changes for reported issues and defect resolution. Occasionally, a new feature is release through this method, but it is generally reserved for corrective code to current functionality. This is how Daptiv responds to critical customer reports that require code change. **Priority 1 issues are handled first in Quality Updates and are typically released every 4 to 6 weeks. Depending on scope, issues may be reprioritized into an Engineering Quality Update cycle already in progress.**

Major Releases. Typically released seasonally. Major Releases contain new functionality or updated major features. We are excited to bring these releases to our customers, and while they may contain some issue or defect resolution, it is typically in the course of a feature addition or update. To log feature requests for consideration, visit the Greenhouse in our online Daptiv Community. **Major Releases are typically deployed every 3 to 6 months.**

Requisition

Req # 00148091

PO #

Date: 01/29/09

Amount 2/1/09 Copy # 13880

Bill To: x
x

Vendor : 33766
SEA GARDEN SALES DBA SGS INDUSTRIAL
2771 ROBINDALE
BROWNSVILLE TX 78526
FAX (956)831-9434

Ship To: BUILDINGS & GROUNDS
100 E. CANO, 2ND FL
EDINBURG TX 78539

Contact: ALMA
956-289-7851

Contract No:

Special Instructions:
REQ 132

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		BUYBOARD CONTRACT 284-08		
		DO NOT DUPLICATE ORDER		
290.00	EACH	1'X1'X'11GAX 24 SQUARE TUBING (32>88#BAR) (Material for Mansion Fence)	18.24	5,289.60
19.00	EACH	3'x3'x3/16'x24' SQUARE TUBING (16488#bar)	97.17	1,846.23
1.00	EACH	4'x4'x3/16'x24 SQUARE TUBING (226.08.#BAR)	129.68	129.68
2.00	EACH	1/4'X 3' X20' H.R. A36 FLAT BAR (51#BAR)	31.69	63.38
2.00	EACH	1-1/4 X 1-1/4 X 3/16 X 20 ANGLE IRON (29.6#BAR)	19.09	38.18
		Account No	Encumbrance	
		9-1100-419-40-220-001-0-679	7,367.07	
			Freight	.00
			Total	7,367.07
		08-194		
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Pd 100240 2/13/09

Buyboard

Authorized By: _____

SGS INDUSTRIAL-PHARR
5312 N. CAGE
PHARR, TX 78577
956-787-3700

148091

Quotation

QUOTE #	320964
LOCATION	03
DATE	01/29/09
PAGE	1 OF 1

Pharr Branch

BILL TO

100798
HIDALGO COUNTY PRECINCT #3
P.O. BOX 607
MISSION , TX 78573

SHIP TO

HIDALGO COUNTY PRECINCT #3
400 WEST 13TH STREET
MISSION, TX 78573

QUOTE DATE	EXPIRE DATE	REQUIRED DATE	REFERENCE NUMBER	PAYMENT TERMS
09/18/08	09/21/08			NET 30
WRITTEN BY			CONTACT	SHIP VIA
SAM GONZALEZ JR.			DAVID	OUR TRUCK
FREIGHT TERMS			JOB NUMBER	SALES REP
PREPAID				NO ASSIGNED REP

PRODUCT/DESCRIPTION		QUANTITY	PRICE	U/M	EXTENSION
ST1001124 1" X 1" X 11GA X 24' SQUARE TUBING (32.88#/BAR)		290	18.24	EA	5,289.60
ST3001924 3" X 3" X 3/16" X 24' SQUARE TUBING (164.88#/BAR)		19	97.17	EA	1,846.23
ST4001924 4" X 4" X 3/16" X 24' SQUARE TUBING (226.08#/BAR)		1	129.68	EA	129.68
FB0250300 1/4" X 3" X 20' H.R. A36 FLAT BAR (51#/BAR)	ALT-FB025300	2	31.69	EA	63.38
A125018 1-1/4" X 1-1/4" X 3/16" X 20' ANGLE IRON (29.6#/BAR) BUY BOARD CONTRACT # 284-08		2	19.09	EA	38.18

W.O. # 08 ~~1958~~ 194

Need P.O. # for wood materials e mosiin renew fence

1-29-2009

For Front Fence At Mission

MERCHANDISE TOTAL	HANDLING	MISC CHARGE	FREIGHT	TAX	QUOTE TOTAL
7,367.07	0.00	0.00	0.00	0.00	7,367.07

NOW STOCKING CRAFTSMAN TOOLS
SOCKETS, WRENCHES, AND MORE

Accepted:

By: _____

Date: _____

Pct 1 48091

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]

©1996 - 2009 TASB
ALL RIGHTS RESERVED

Requisition

Req # 00148400

PO #

Date: 02/03/09

Consent # 13880 2/17/09

Bill To: x
x

Vendor : 78174
COPY GRAPHICS, INC
221 NORTH 10TH
MCALLEN TX 78501
FAX (956)630-2628

Ship To: ADULT PROBATION
3100 S BUSINESS HWY 281
EDINBURG TX 78539

Contact: D.SOLIS 4413

Contract No:

Special Instructions:
REQ.#391

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
1.00	YEAR	MAINTENANCE AGREEMENT RENEWAL FOR FAX MACHINE CANON LASER CLASS 710, SERIAL #~~UZS19~~291. CONTRACT PERIOD 2/14/09-2/13/10. LOCATION MAIN OFFICE ROOM #618.	275.00	275.00
		Account No	Encumbrance	
		9-1297-423-00-320-002-9-432 USL19291	275.00	
			Freight	.00
			Total	275.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Two Agreement needs to be signed by CC (Judge)
original Kept by Dept. for your request

Authorized By: _____

Rec'd 1/28/09

copy graphics

221 North Tenth St • McAllen, Texas 78501
Phone (956) 631-0205 Fax (956) 630-2628 1-800-894-0133

FAX SERVICE AGREEMENT

This agreement is between Copy Graphics, Inc. and:

Company Name Hidalgo Co Adult Probation - Room 618 Cust# 10217

Physical Address 3100 s Business 281 Billing Address PO BOX 970

City/State/Zip Edinburg, TX 78539 City/State/Zip Edinburg, TX 78540

Phone/Fax 956-587-6004 / 956-318-2488 Phone/Fax _____ / _____

EQUIPMENT COVERED

Model: Canon/LC710 Serial: USZ19291

Options: _____ Serial: _____

Rate: $ 275.00 _____ per year.

Effective dates of agreement from February 14, 2009 to February 13, 2010.

I have read and agree to the terms and conditions of coverage on the reverse side of this service agreement. These conditions constitute the entire understanding between Copy Graphics, Inc. and the company I represent or myself. No other written or oral representations by any party shall be binding upon Copy Graphics, Inc. Prices are subject to change from year to year without notice. **All charges and costs for which Copy Graphics, Inc. sends an invoice to Customer shall be due and payable, in full, thirty (30) days from the date of the invoice. Copy Graphics, Inc. may either suspend service OR charge service on an hourly basis (plus parts and mileage) until all outstanding, overdue invoices are paid in full.**

_____ Executive Director
Authorized Signature Title

Joe Lopez
Print Name

Laura Garza January 30, 2009
Copy Graphics, Inc. Representative Date

FAX PLAN TERMS AND CONDITIONS

ACCEPTANCE: Copy Graphics, Inc. (Seller) agrees to provide and the Customer agrees to accept maintenance service on equipment listed at charges indicated in accordance with Seller's service policies. Seller shall have full and free access to the equipment to provide service thereon.

TERM: This Agreement will automatically be renewed unless previously cancelled in writing and accepted by Seller's Service Manager (30) thirty days prior to expiration of contract.

SERVICE AVAILABILITY: Service will be rendered under this Agreement only during normal business hours of Seller (Monday through Friday 8 a.m. to 5 p.m. except national holidays).

INCLUSIONS: Fax service plan includes on-site remedial maintenance, lubrication, cleaning, adjustments and the replacement of unserviceable parts except integrated circuit boards, unless equipment is protected by Seller approved power protection device. The unserviceability of parts will solely be determined by Seller, and replaced on an exchange basis. Replaced parts will become the property of Seller.

EXCLUSIONS: Service and maintenance support to be provided under this Agreement does not include repairs, replacement of parts and labor caused by, arising from, related to or made necessary by: a) use of equipment in a manner not recommended by OEM; b) failure to continually provide a suitable installation environment, including but not limited to, adequate electrical power, air conditioning or humidity control; c) Customer's improper use, management, or supervision of covered equipment; d) accident and disaster, including but not limited to, fire, flood, water, wind or lightening; e) electrical work, devices, cables, etc., external to the equipment; f) the maintenance of accessories, alterations, attachments or other devices not covered by this agreement; g) excessive electrostatic discharge, improper grounding, improper power line protection; h) failure of Customer to perform OEM recommended daily/weekly maintenance and cleaning as described in the manufacturer's operator manuals; i) service providers and parts installers other than the Seller; j) improperly trained and inexperienced operators; k) service related to relocation of equipment; l) consumable items such as chemicals and supplies, including but not limited to, ink, toner, toner cartridges, developers, ribbons, drums, maintenance kits, certain fuser and heater rollers, lamps and verification stamps.

EQUIPMENT OVERHAUL: In the event that Equipment requires repairs beyond the limits of regular service and maintenance, such as, but not limited to, excessive wear and tear, age, long-term use, excessive use or other similar causes, an overhaul, as determined by Seller, may be required. Said overhauls are not covered by this Agreement. In such event an estimate of repairs shall be submitted by Seller to Customer detailing the cost of an overhaul. If Customer does not authorize said overhaul, Seller may discontinue service of the equipment without refund of the unused portion of this Agreement. Seller may refuse to renew this Agreement upon expiration.

ASSIGNMENT: This Agreement is not assignable to a third party without written permission from Seller, such permission not to be unreasonably withheld, and any attempt by Customer to assign any rights, duties, or obligations which arise under this Agreement without such permission shall be void. This contract is not refundable. If the equipment is traded in on new Seller equipment, any unused portion of the yearly contract charge will be prorated and applied towards the maintenance of the new equipment.

LIMITED WARRANTY: Seller warrants that services will be performed hereunder in a workmanlike manner in accordance with reasonable commercial standards. Parts are warranted against defects solely to the extent of the manufacturer's warranty, if any.

DISCLAIMER OF WARRANTY EXCEPT FOR THE LIMITED WARRANTY SET FORTH ABOVE, REPLACEMENT PARTS, LABOR AND SERVICES ARE PROVIDED "AS IS". SELLER SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

HAZARDOUS PRODUCTS: Customer acknowledges that there may be products covered under this agreement that may be or become, considered as hazardous materials under various laws and regulations. Seller agrees to make available to Customer, safety information concerning said products. Customer agrees to disseminate such information, so as to give warning of possible hazards to persons who Customer can reasonably foresee may be exposed to such hazards, including but not limited to Customer's employees, agents, contractors and customers. If Customer fails to disseminate such warnings and information, Customer shall defend and indemnify Seller against any and all liability arising out of such failure.

LIMITATION OF LIABILITY: SELLER SHALL NOT BE HELD RESPONSIBLE FOR SELLER'S INABILITY TO PROVIDE TIMELY SERVICE DUE TO DELAYS. IN NO EVENT WILL SELLER, OR ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, OR AFFILIATES, BE LIABLE TO CUSTOMER FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR EXEMPLARY DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF DATA OR BUSINESS INFORMATION, LIABILITY TO THIRD PARTIES, AND THE LIKE, ARISING OUT OF THE USE OR INABILITY TO USE THE EQUIPMENT. SELLER'S LIABILITY TO CUSTOMER (IF ANY) FOR ACTUAL DIRECT DAMAGES FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF THE ACTION, WILL BE LIMITED TO, AND IN NO EVENT EXCEED THE AMOUNT PAYABLE BY CUSTOMER FOR SERVICE AND MAINTENANCE SUPPORT ON THE UNIT OF EQUIPMENT INVOLVED FOR THE THREE (3) MONTHS IMMEDIATELY PRECEDING THE EVENT WHICH ALLEGEDLY GAVE RISE TO THE DAMAGES.

GOVERNING LAW: This contract shall be governed by and construed according to the laws of the State of Texas.

Requisition

Req # 00148649

PO #

Date: 02/04/09

Receipt Consent # 13880 2/17/09

Bill To: x
x

Vendor : 122505
THE SOFTWARE GROUP
TYLER TECHONOLOGIES, INC.
6500 INTERNATIONAL PKWY
STE. 2000
PLANO TX 75093

Ship To: INFORMATION TECHNOLOGY DEPARTMENT
100 E. CANO, 4TH FLOOR
EDINBURG TX 78540

Contact: **EDNA KIRBY**
956-292-7010

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
300.00	EACH	IBM UNIVERSE LIC. MAINT. RENEWAL FOR 300 USERS (S/N 20039294) for the period of Jan. 01 - Dec. 31, 2009	71.65	21,495.00
		Account No	Encumbrance	
		9-1100-415-00-200-002-0-336	21,495.00	
			Freight	.00
			Total	21,495.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Existing software please refer to a 1997 contract not scanned
Backup is attached to Co PO with the universe software
maintenance expired from. 2008 PO # 597373

Authorized By: _____

#148649

tyler Tyler Technologies, Inc.

UniVerse Software Maintenance Response Form

December 9, 2008

Renan Ramirez
Hidalgo County Information Technology
100 N. Closner
1st Floor Courthouse
Edinburg, TX 78539

Dear Renan

Our records indicate that software maintenance for the following IBM UniVerse user licenses is due to expire on **December 31, 2008**.

300 UniVerse user licenses – Hidalgo County s/n 20039294

Please indicate your decision to renew or discontinue UniVerse maintenance below and fax this document along with a ***copy of your purchase order*** to 972-713-3778 or mail it in the enclosed postage paid envelope prior to the expiration date above. Retain a copy for your records.

☑ Renew IBM UniVerse software maintenance on the license above for one year, at the cost of $71.65 per user, **a total $21,495.00.**

☐ Do not renew UniVerse software maintenance. I plan to renew maintenance directly with IBM, without involving Tyler Technologies.

☐ Do not renew UniVerse software maintenance for the above listed user licenses. I understand that IBM will not issue UniVerse software upgrades without current maintenance and reinstatement of lapsed maintenance is subject to additional fees.

Authorized Signature _____ Title: CIO

Print Name (If different than letter recipient) Renan Ramirez

Call me at 972-713-3770 or email jennifer.keltner@tylertech.com if you have any questions about UniVerse maintenance or the renewal quote above.

Sincerely

Jennifer Keltner
Purchasing Coordinator

Requisition

Req # 00148629

PO #

Date: 02/04/09

Amount $13880 2/17/09

Bill To: x
x

Vendor : 153915
CDW GOVERNMENT, INC.
230 N. MILWAUKEE AVENUE
VERNON HILLS IL 60061

Ship To: INFORMATION TECHNOLOGY DEPARTMENT
100 E. CANO, 4TH FLOOR
EDINBURG TX 78540

Contact: RUBEN
956-292-7010

Contract No: TCPN# R4713

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		QUOTE# NBF2142		
		DO NOT DUPLICATE ORDER		
1.00	EACH	APPLE MACBOOK PRO CORE (1655859) laptop	2,743.02	2,901.75
1.00	EACH	FINAL CUT STUDIO (1203524) software	1,101.86	1,101.86
1.00	EACH	INCASE NYLON SLEEVE WITH HANDLES (1418397)	74.50	74.50
2.00	EACH	MICROSOFT OFFICE FOR MAC (1352598)	440.70	881.40
1.00	EACH	ROXIO TOAST (1437571)	82.40	82.40
1.00				.00
		Account No	Encumbrance	
		9-1100-415-00-200-002-0-601	74.50	
		9-1100-415-00-200-002-0-667	963.80	
		9-1100-415-00-200-002-0-745	2,901.75	
		9-1100-415-00-200-002-0-747	1,101.86	
			Freight	158.73
			Total	5,041.91
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

(Edna) 601 or per Mission Auditor 2/9/09 BJ

Authorized By: _____

Requisition

Req # 00148629

PO #

Date: 02/04/09

Consent 2/17/09 # 13880

Bill To: x
x

Vendor : 153915
CDW GOVERNMENT, INC.
230 N. MILWAUKEE AVENUE
VERNON HILLS IL 60061

Ship To: INFORMATION TECHNOLOGY DEPARTMENT
100 E. CANO, 4TH FLOOR
EDINBURG TX 78540

Contact: RUBEN
956-292-7010

Contract No: TCPN# R4713

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		QUOTE# NBF2142		
		DO NOT DUPLICATE ORDER		
1.00	EACH	APPLE MACBOOK PRO CORE (1655859) Laptop software	2,743.02	2,901.75
1.00	EACH	FINAL CUT STUDIO (1203524)	1,101.86	1,101.86
1.00	EACH	INCASE NYLON SLEEVE WITH HANDLES (1418397) 601	74.50	74.50
2.00	EACH	MICROSOFT OFFICE FOR MAC (1352598)	440.70	881.40
1.00	EACH	ROXIO TOAST (1437571)	82.40	82.40
1.00				.00
		Account No	Encumbrance	
		9-1100-415-00-200-002-0-665 601	74.50	
		9-1100-415-00-200-002-0-667	963.80	
		9-1100-415-00-200-002-0-745	2,901.75	
		9-1100-415-00-200-002-0-747	1,101.86	
			Freight	158.73
			Total	5,041.91
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

ask Maty

(Edna) 601 - ok per Marcia Quesada 2/9/09

Authorized By: _____

Quote Information

Send quote to an associate

Need Help

Billing Address

Shipping Address

Payment Method

Select payment method during checkout.

Shipping Method

Product	Contract	CDW	Mfg Part #	Qty	Price	Ext. Price

Sub-Total

Grand Total

Requisition

Req # 00148553

PO #

Date: 02/04/09

Consent # 13880 2/17/09

Bill To: x
x

Vendor : 271152
INSIGHT
6820 S. HARL DRIVE
TEMPE AZ 85283

Ship To: INFORMATION TECHNOLOGY DEPARTMENT
100 E. CANO, 4TH FLOOR
EDINBURG TX 78540

Contact: EDNA KIRBY
956-292-7010

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		QUOTE# 3264955 DIR-SDD-223		
		DO NOT DUPLICATE ORDER		
3.00	EACH	CONFIGURABLE - HP PROLIANT DL 360 G5 SERVER	2,969.00	8,907.00
3.00	EACH	HP CARE PACK, 3 YEARS, 4 HOURS, 24x7, HARDWARE, PROLIANT DL 360	471.00	1,413.00
3.00	EACH	USB FLOPPY DRIVE - EXTERNAL	28.00	84.00
		Account No	Encumbrance	
		9-1100-415-00-200-002-0-432	1,413.00	
		9-1100-415-00-200-002-0-665	84.00	
		9-1100-415-00-200-002-0-745	8,907.00	
			Freight	.00
			Total	10,404.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

DIR

Authorized By: _____

Requisition

Req # 00148553

PO #

Date: 02/04/09

Amount 2/12/09

Bill To: x
x

Vendor : 271152
INSIGHT
6820 S. HARL DRIVE
TEMPE AZ 85283

Ship To: INFORMATION TECHNOLOGY DEPARTMENT
100 E. CANO, 4TH FLOOR
EDINBURG TX 78540

Contact: EDNA KIRBY
956-292-7010

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		QUOTE# 3264955 DIR-SDD-223		
		DO NOT DUPLICATE ORDER		
3.00	EACH	CONFIGURABLE - HP PROLIANT DL 360 G5 SERVER	2,969.00	8,907.00
3.00	EACH	HP CARE PACK, 3 YEARS, 4 HOURS, 24x7, HARDWARE, PROLIANT DL 360	471.00	1,413.00
3.00	EACH	USB FLOPPY DRIVE - EXTERNAL 665	28.00	84.00
		Account No	Encumbrance	
		9-1100-415-00-200-002-0-432	1,413.00	
		9-1100-415-00-200-002-0-~~601~~	84.00	
		9-1100-415-00-200-002-0-745	8,907.00	
			Freight	.00
			Total	10,404.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Edna per Miriam Cuellar dtd 665 2/9/09

DIR

Authorized By: _____

Req. 148553

ONLINE PRICE QUOTATION

Quote Number: 3264955
Today's Date : 2/4/2009 8:32:32 PM
Created By: krichter@insight.com

Quote Name: Hidago cty DL360
Quote Created Date : 2/4/2009 8:31:07 PM
Contract : TX - TEXAS DIR-SDD-223 (TXDIR)

Product availability and product discontinuation are subject to change without notice. The prices in this quotation are valid for 30 days from quote date above. Please include the quote number and contract from this quote on the corresponding purchase order.

items/description	part no	unit price	qty	ext price
-Configurable- HP ProLiant DL360 G5 Server	Base	$2,969.00	3	$8,907.00
HP ProLiant DL360 G5 Server	399524-B21			
Quad-Core Intel® Xeon® E5405 (2.00GHz, 1333MHz FSB, 80W) Processor	457941-L21			
HP 4GB Fully Buffered DIMM PC2-5300 2X2GB Memory	397413-B21			
Microsoft® Windows® Server 2003 R2, Standard Edition + 5 CALS (Not Installed)	409167-B21			
HP Smart Array E200i/64 Controller	399548-64M			
HP 146GB Hot Plug 2.5 SAS 10,000 rpm Hard Drive	431958-B21			
HP 146GB Hot Plug 2.5 SAS 10,000 rpm Hard Drive	431958-B21			
HP 146GB Hot Plug 2.5 SAS 10,000 rpm Hard Drive	431958-B21			
HP 146GB Hot Plug 2.5 SAS 10,000 rpm Hard Drive	431958-B21			
2 Embedded NC373i Multifunction Gigabit Network Adapters	Included			
HP 1u Server 700w Hot Plug Power Supply	Included			
HP Redundant Fans	Included			
Slim Line CD-RW/DVD-ROM 24X Combo Drive Option Kit	331903-B21			
Integrated Lights Out 2 (iLO 2) Standard Management	Included			
HP Standard Limited Warranty - 3 Years	Included			

Parts and on-site Labor, Next Business Day				
HP Care Pack, 3 Years, 4 Hours, 24x7, Hardware, ProLiant DL360	U4497E	$471.00	3	$1,413.00
1.44MB USB Floppy Drive - External 1.44MB USB Floppy Drive	Base DC141B	$28.00	3	$84.00

SubTotal: $10,404.00
Total: $10,404.00

The terms and conditions of the TX - TEXAS DIR-SDD-223 will apply to any order placed as a result of this inquiry - no other terms or conditions shall apply.

To access the HP Public Sector Online Store where this quote was created, go to:
http://[illegible]

* HP is not liable for pricing errors. If you place an order for a product that was incorrectly priced, we will cancel your order and credit you for any charges. In the event that we inadvertently ship an order based on a pricing error, we will issue a revised invoice to you for the correct price and contact you to obtain your authorization for the additional charge, or assist you with return of the product. If the pricing error results in an overcharge to you, HP will credit your account for the amount overcharged.

* Please contact HP Public Sector Sales with any questions or for additional information:

K12 Education:	800-888-3224	Higher Education:	877-480-4433
State Local Govt:	888-202-4682	Federal Govt:	800-727-5472
Fax:	800-825-2329	Returns:	800-888-3224

* For detailed warranty information, please go to www.hp.com/go/specificwarrantyinfo.
Sales taxes added where applicable. Freight is FOB Destination.

Requisition
W.I.C. PROGRAM

Req # 00146232
PO #
Date: 01/07/09

Consent # 13650 13880 2/18/09 17

Bill To: x
x

Vendor : 233536
DIGITAL OFFICE SYSTEMS
4800 W EXPRESSWAY 83
McALLEN TX 78501

Ship To: W.I.C. PROGRAM
3105 W. UNIVERSITY DR
EDINBURG TX 78539

Contact: mgonzalez
956-381-4646

Contract No:

Special Instructions:
contract expires 1/2009

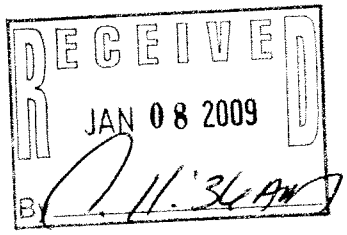
QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
9.00	MONTH	CS-1500 SN#H3400410 SERVICE AGREEMENT FOR MCALLEN #3, 3001 N. 23RD, JAN,2009- SEPT. 2009	24.99	224.91
9.00	MONTH	CS-1500 SN#H3501098 SERVICE AGREEMENT FOR ELSA WIC CLINIC, 708 E. EDINBURG, JAN 2009- SEPT. 2009	24.99	224.91
9.00	MONTH	CS-1500 SN#H3501193 SERVICE AGREEMENT FOR MERCEDES WIC , 540 S. TEXAS , JAN, 2009	24.99	224.91
9.00	MONTH	CS-1500 SN#H3501099 SERVICE AGREEMENT FOR EDINBURG WIC 1201, 3105 E. RICHARDSON, JAN, - SEPT. 2009	24.99	224.91
9.00	MONTH	CS-1510 SN#47007230 SERVICE AGREEMENT FOR PHARR, 926 W. SAM HOUSTON, JAN,- SEPT. 2009	24.99	224.91
9.00	MONTH	CS-1510 SN#47007253 SERVICE AGREEMENT FOR ALAMO WIC, 313 E. BUSINESS 83 , JAN, - SEPT. 2009	24.99	224.91
9.00	MONTH	CS-2014 SN#47102979 SERVICE AGREEMENT FOR HIDALGO WIC CLINIC , 702 E. TEJANO, JAN=- SEPT. ,2009	24.99	224.91
9.00	MONTH	CS-2014 SN#47102981 SERVICE AGREEMENT FOR PHARR #1, 1903 N. FIR, JAN- SEPT. 2009	24.99	224.91
9.00	EACH	CS-2014 SN#47103345, SERVICE AGREEMENT FOR MISSION #2, 722 N. BREYFOGLE, JAN, - SEPT. 2009	24.99	224.91
9.00	MONTH	CS-2014 SN#47103356 SERVICE AGREEMENT FOR MISSION #1, 211 SOUTH BREYFOGLE , JAN- SEPT., 2009	24.99	224.91
9.00	MONTH	CS-2014 SN#47103411, SERVICE AGREEMENT FOR DONNA WIC , 301 S. 8TH, JAN, - SEPT. 2009	24.99	224.91
9.00	MONTH	CS-2014 SN# 47102898, SERVICE AGREEMENT FOR 5 MILE S. BUSINESS 83 & FM 1015, JAN,- SEPT. 2009	24.99	224.91
9.00	MONTH	CS-2014 SN#47102899 SERVICE AGREEMENT FOR MCALLEN #2 , 220 S. BICENTENNIAL STE. D. JAN- SEPT. 2009	24.99	224.91
9.00	MONTH	CS-2014 SN#47103385 SERVICE AGREEMENT FOR EDINBURG#2, 113 DAWSON JAN, - SEPT. 2009	24.99	224.91
9.00	MONTH	CS 2014 SN#47103408, SERVICE AGREEMENT FOR ALTON #1, 5. MI. GLASSCOCK AND SHARY RD. JAN, 2009 - SEPT. 2009	24.99	224.91
1.00				.00
		Account No	Encumbrance	
		9-1292-441-00-350-001-9-432	3,373.65	
			Freight	.00
			Total	3,373.65
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

Req # 146232

COUNTY of HIDALGO

Women, Infants and
Children Nutrition Program
3105 W. University Dr.
Edinburg, Texas 78539
(956) 381-4646
(956) 380-4056 Fax



To: Matilde Faz, Purchase Administrator

From: Margarita Gonzalez, Administrative Technician II

Thru: Norma Longoria, WIC Director

Date: January 8, 2009

RE: Digital Office

Please place the copier service agreement with Digital Office which expires at the end of January 2009 for the WIC Program on Commissioners Court.

9.1292.441.00.350.001.9. 432

DIGITAL OFFICE SYSTEMS

4600 W. Military Hwy Ste 1300 • McAllen, Texas 78503
Phone: (956) 630-1877 • Fax: (956) 683-9565

COPIER SERVICE AGREEMENT

FULL COVERAGE

Monthly Rate with Minimum Copies

Hidalgo County Wic Program			Margarita	
Company Name			Point of Contact	
3105 W. University Dr.			(956) 381-4646	(956) 381-0017
Billing Address			Phone#	Fax#
3001 N 23RD McAllen TX 78501			Margarita	
Physical Address			Department / Point of Contact	
Edinburg	TX	78539	(956)- 683-1822	(956) 664-2392
City	State	Zip Code	Phone#	Fax#

Effective Dates: 28 January 2009 to 27 January 2010

Monthly Rate: $24.99 Monthly / $299.99 /1 Year Tax Tax Exempt Total $299.99

Number of copies per month: 1,000 Monthly / 12,000/ 1 Year overages billed at $ .025 per copy.

EQUIPMENT COVERED

Model Copystar CS-1500 Serial No. H3400410 Beginning Meter: 51,922

For Term and Conditions, see backside.

I have read, understood, and agree to the above contract and the conditions of coverage on the reverse side of this service agreement. No other written or oral conditions by either company will be binding upon Digital Office Systems. Service contract must be paid within 10 days or service will be charged on an hourly basis plus part

	County Judge	2/3/09
Authorized Signature	Title	Date
DO Systems Representative	Title	Date

TERMS AND CONDITIONS

1. Digital Office Systems will maintain in operating condition the equipment covered under this contract.
2. Service will be performed on your equipment Monday through Friday within the hours of 8:00 AM to 5:00 PM, except on U.S. National Holidays.
3. External parts such as paper cassettes, covers and panels and service or parts required due to damage caused by acts of Nature (flooding, hurricane, tornado, etc.), accident, neglect, misuse, altering of equipment or the use of supplies other than factory recommended supplies purchased from Digital Office Systems are excluded.
4. All copy machines, fax machines, printers, panaboards require periodic maintenance (PM). It is up to the purchaser to notify Digital Office Systems at the end of the unit's PM cycle. Copy quality and performance can not be guaranteed if the purchaser refused to replace parts or supplies as required, or if the purchaser does not advise Digital Office Systems of the unit's PM cycle.

Copiers and Digital Copiers

_____ 5. **Full coverage** contract will include labor and replacement of any necessary parts, and consumables (drums, fuser roller kits, PM kits, lamps, power supply boards, gears, blades, toner and developer) except for staples and paper.

_____ 6. **Full coverage excluding toner** will include labor and replacement of any necessary parts, and consumables (drums, fuser roller kits, PM kits, lamps, power supply boards, gears, blades and developer) except for toner, staples and paper.

_____ 7. **Full coverage including staples** will include labor and replacement of any necessary parts, and consumables (drums, fuser roller kits, PM kits, lamps, power supply boards, gears, blades, developer, toner, staples) except for paper.

_____ 8. **Parts and Labor** contract will include labor and replacement of any necessary parts excluding fuser roller kits, PM kits, lamps, cleaning blades, power supply boards, and consumables such as drums, developer, toner, staples and paper.

_____ 9. **Labor Only** contract includes labor only, no parts and or consumables.

Fax, Printers, Panaboards and Scanners

_____ 10. **Full coverage** contract will include labor and replacement of any necessary parts and consumables (imaging units, drum units, fuser units, power supply boards, gears, PM kits, lamps, toner) except for ink, stamps, fax film and thermal paper, ink cartridges and paper.

_____ 11. **Parts and Labor** contract will include labor and replacement of any necessary parts excluding pm kits, fuser units and consumables such as ink stamps, fax film, ink cartridges, imaging units, toner, thermal paper and paper.

_____ 12. **Labor Only** contract includes labor only, no parts and consumables.

13. This contract is not transferable to a third party and not refundable, unless approved by the Office Manager at Digital Office Systems. Any unused portion of this Service Contract will be prorated and applied toward the maintenance of any equipment purchased from Digital Office Systems. During each month of the term of this contract, lessee agrees to pay at least a minimum fee calculated at the per copy rate multiplied by the minimum copies per month set forth in this agreement to the extent that the minimum copies per month are exceeded, the monthly rate shall be calculated at the copy rate multiplied by the number of copies.

DIGITAL OFFICE SYSTEMS

4600 W. Military Hwy Ste 1300 • McAllen, Texas 78503
Phone: (956) 630-1877 • Fax: (956) 683-9565

COPIER SERVICE AGREEMENT

FULL COVERAGE

Monthly Rate with Minimum Copies

Hidalgo County Wic Program			Margarita	
Company Name			Point of Contact	
3105 W. University Dr.			(956) 381-4646	(956) 381-0017
Billing Address			Phone#	Fax#
708 E Edinburg Street Elsa TX 78543			Margarita	
Physical Address			Department / Point of Contact	
Edinburg	TX	78539	(956) 262-1324	(956) 262-7041
City	State	Zip Code	Phone#	Fax#

Effective Dates: 28 January 2009 to 27 January 2010

Monthly Rate: $24.99 Monthly / $299.99 /1 Year Tax Tax Exempt Total $299.99

Number of copies per month: 1,000 Monthly / 12,000/ 1 Year overages billed at $ .025 per copy.

EQUIPMENT COVERED

Model Copystar CS-1500 Serial No. H3501098 Beginning Meter: 43,252

For Term and Conditions, see backside.

I have read, understood, and agree to the above contract and the conditions of coverage on the reverse side of this service agreement. No other written or oral conditions by either company will be binding upon Digital Office Systems. Service contract must be paid within 10 days or service will be charged on an hourly basis plus part

	County Judge	2/3/09
Authorized Signature	Title	Date
DO Systems Representative	Title	Date

DIGITAL OFFICE SYSTEMS

4600 W. Military Hwy Ste 1300 • McAllen, Texas 78503
Phone: (956) 630-1877 • Fax: (956) 683-9565

COPIER SERVICE AGREEMENT

FULL COVERAGE

Monthly Rate with Minimum Copies

Hidalgo County Wic Program			Margarita	
Company Name			Point of Contact	
3105 W. University Dr.			(956) 381-4646	(956) 381-0017
Billing Address			Phone#	Fax#
540 S Texas Mercedes TX 78570			Margarita	
Physical Address			Department / Point of Contact	
Edinburg	TX	78539	(956) 565-2603	(956) 565-3626
City	State	Zip Code	Phone#	Fax#

Effective Dates: 28 January 2009 to 27 January 2010

Monthly Rate: $24.99 Monthly / $299.99 /1 Year Tax Tax Exempt Total $299.99

Number of copies per month: 1,000 Monthly / 12,000/ 1 Year overages billed at $ .025 per copy.

EQUIPMENT COVERED

Model Copystar CS-1500 Serial No. H3501193 Beginning Meter: 29,534

For Term and Conditions, see backside.

I have read, understood, and agree to the above contract and the conditions of coverage on the reverse side of this service agreement. No other written or oral conditions by either company will be binding upon Digital Office Systems. Service contract must be paid within 10 days or service will be charged on an hourly basis plus part

	County Judge	2/3/09
Authorized Signature	Title	Date
DO Systems Representative	Title	Date

DIGITAL OFFICE SYSTEMS

4600 W. Military Hwy Ste 1300 • McAllen, Texas 78503
Phone: (956) 630-1877 • Fax: (956) 683-9565

COPIER SERVICE AGREEMENT

FULL COVERAGE

Monthly Rate with Minimum Copies

Hidalgo County Wic Program			Margarita	
Company Name			Point of Contact	
3105 W. University Dr.			(956) 381-4646	(956) 381-0017
Billing Address			Phone#	Fax#
3105 E Richardson Edinburg TX 78539			Margarita	
Physical Address			Department / Point of Contact	
Edinburg	TX	78539	(956) 380-0363	(956) 316-3772
City	State	Zip Code	Phone#	Fax#

Effective Dates: 28 January 2009 to 27 January 2010

Monthly Rate: $24.99 Monthly $299.99 /1 Year Tax Tax Exempt Total $299.99

Number of copies per month: 1,000 Monthly 12,000/ 1 Year overages billed at $ .025 per copy.

EQUIPMENT COVERED

Model Copystar CS-1500 Serial No. H3501099 Beginning Meter: 49,779

For Term and Conditions, see backside.

I have read, understood, and agree to the above contract and the conditions of coverage on the reverse side of this service agreement. No other written or oral conditions by either company will be binding upon Digital Office Systems. Service contract must be paid within 10 days or service will be charged on an hourly basis plus part

	County Judge	2/3/09
Authorized Signature	Title	Date
DO Systems Representative	Title	Date

DIGITAL OFFICE SYSTEMS

4600 W. Military Hwy Ste 1300 • McAllen, Texas 78503
Phone: (956) 630-1877 • Fax: (956) 683-9565

COPIER SERVICE AGREEMENT

FULL COVERAGE

Monthly Rate with Minimum Copies

Hidalgo County Wic Program			Margarita	
Company Name			Point of Contact	
3105 W. University Dr.			(956) 381-4646	(956) 381-0017
Billing Address			Phone#	Fax#
926 W. Sam Pharr TX 78577			Maria Luisa	
Physical Address			Department / Point of Contact	
Edinburg	TX	78539	(956) 781-4920	(956) 781-4905
City	State	Zip Code	Phone#	Fax#

Effective Dates: 28 January 2009 to 27 January 2010

Monthly Rate: $24.99 Monthly / $299.99 /1 Year Tax Tax Exempt Total $299.99

Number of copies per month: 1,000 Monthly / 12,000/ 1 Year overages billed at $ .025 per copy.

EQUIPMENT COVERED

Model Copystar CS-1510 Serial No. 47007230 Beginning Meter: 42,660

For Term and Conditions, see backside.

I have read, understood, and agree to the above contract and the conditions of coverage on the reverse side of this service agreement. No other written or oral conditions by either company will be binding upon Digital Office Systems. Service contract must be paid within 10 days or service will be charged on an hourly basis plus part

	County Judge	2/3/09
Authorized Signature	Title	Date
DO Systems Representative	Title	Date

DIGITAL OFFICE SYSTEMS

4600 W. Military Hwy Ste 1300 • McAllen, Texas 78503
Phone: (956) 630-1877 • Fax: (956) 683-9565

COPIER SERVICE AGREEMENT

FULL COVERAGE

Monthly Rate with Minimum Copies

Hidalgo County Wic Program			Margarita	
Company Name			Point of Contact	
3105 W. University Dr.			(956) 381-4646	(956) 381-0017
Billing Address			Phone#	Fax#
1033 W Frontage Alamo TX 78516			Janie	
Physical Address			Department / Point of Contact	
Edinburg	TX	78539	(956) 783-5369	(956) 702-2452
City	State	Zip Code	Phone#	Fax#

Effective Dates: 28 January 2009 to 27 January 2010

Monthly Rate: $24.99 Monthly / $299.99 /1 Year Tax Tax Exempt Total $299.99

Number of copies per month: 1,000 Monthly / 12,000/ 1 Year overages billed at $ .025 per copy.

EQUIPMENT COVERED

Model Copystar CS-1510 Serial No. 47007253 Beginning Meter: 2,589

For Term and Conditions, see backside.

I have read, understood, and agree to the above contract and the conditions of coverage on the reverse side of this service agreement. No other written or oral conditions by either company will be binding upon Digital Office Systems. Service contract must be paid within 10 days or service will be charged on an hourly basis plus part

	County Judge	2/3/09
Authorized Signature	Title	Date
DO Systems Representative	Title	Date

DIGITAL OFFICE SYSTEMS

4600 W. Military Hwy Ste 1300 • McAllen, Texas 78503
Phone: (956) 630-1877 • Fax: (956) 683-9565

COPIER SERVICE AGREEMENT

FULL COVERAGE

Monthly Rate with Minimum Copies

Hidalgo County Wic Program			Margarita	
Company Name			Point of Contact	
3105 W. University Dr.			(956) 381-4646	(956) 381-0017
Billing Address			Phone#	Fax#
702 E. Tejano Hidalgo TX 78557			Cindy	
Physical Address			Department / Point of Contact	
Edinburg	TX	78539	(956) 843-8151	(956) 843-2324
City	State	Zip Code	Phone#	Fax#

Effective Dates: 28 January 2009 to 27 January 2010

Monthly Rate: $24.99 Monthly / $299.99 /1 Year Tax Tax Exempt Total $299.99

Number of copies per month: 1,000 Monthly / 12,000/ 1 Year overages billed at $ .025 per copy.

EQUIPMENT COVERED

Model Copystar CS-2014 Serial No. 47102979 Beginning Meter: 26,962

For Term and Conditions, see backside.

I have read, understood, and agree to the above contract and the conditions of coverage on the reverse side of this service agreement. No other written or oral conditions by either company will be binding upon Digital Office Systems. Service contract must be paid within 10 days or service will be charged on an hourly basis plus part

	County Judge	2/3/09
Authorized Signature	Title	Date
DO Systems Representative	Title	Date

DIGITAL OFFICE SYSTEMS

4600 W. Military Hwy Ste 1300 • McAllen, Texas 78503
Phone: (956) 630-1877 • Fax: (956) 683-9565

COPIER SERVICE AGREEMENT

FULL COVERAGE

Monthly Rate with Minimum Copies

Hidalgo County Wic Program			Margarita	
Company Name			Point of Contact	
3105 W. University Dr.			(956) 381-4646	(956) 381-0017
Billing Address			Phone#	Fax#
1903 N. Fir Pharr TX 78577			Michelle	
Physical Address			Department / Point of Contact	
Edinburg	TX	78539	(956) 783-1151	(956) 702-2493
City	State	Zip Code	Phone#	Fax#

Effective Dates: 28 January 2009 to 27 January 2010

Monthly Rate: $24.99 Monthly / $299.99 /1 Year Tax Tax Exempt Total $299.99

Number of copies per month: 1,000 Monthly / 12,000/ 1 Year overages billed at $ .025 per copy.

EQUIPMENT COVERED

Model Copystar CS-2014 Serial No. 47102981 Beginning Meter: 38,659

For Term and Conditions, see backside.

I have read, understood, and agree to the above contract and the conditions of coverage on the reverse side of this service agreement. No other written or oral conditions by either company will be binding upon Digital Office Systems. Service contract must be paid within 10 days or service will be charged on an hourly basis plus part

	County Judge	2/3/09
Authorized Signature	Title	Date
DO Systems Representative	Title	Date

DIGITAL OFFICE SYSTEMS

4600 W. Military Hwy Ste 1300 • McAllen, Texas 78503
Phone: (956) 630-1877 • Fax: (956) 683-9565

COPIER SERVICE AGREEMENT

FULL COVERAGE

Monthly Rate with Minimum Copies

Hidalgo County Wic Program			Margarita	
Company Name			Point of Contact	
3105 W. University Dr.			(956) 381-4646	(956) 381-0017
Billing Address			Phone#	Fax#
722 N. Breyfogle Mission TX 78572			Elizabeth	
Physical Address			Department / Point of Contact	
Edinburg	TX	78539	(956) 584-3334	(956) 584-9244
City	State	Zip Code	Phone#	Fax#

Effective Dates: 28 January 2009 to 27 January 2010

Monthly Rate: $24.99 Monthly / $299.99 /1 Year Tax Tax Exempt Total $299.99

Number of copies per month: 1,000 Monthly / 12,000/ 1 Year overages billed at $ .025 per copy.

EQUIPMENT COVERED

Model Copystar CS-2014 Serial No. 47103345 Beginning Meter: 41,990

For Term and Conditions, see backside.

I have read, understood, and agree to the above contract and the conditions of coverage on the reverse side of this service agreement. No other written or oral conditions by either company will be binding upon Digital Office Systems. Service contract must be paid within 10 days or service will be charged on an hourly basis plus part

	County Judge	2/3/09
Authorized Signature	Title	Date
DO Systems Representative	Title	Date

DIGITAL OFFICE SYSTEMS

4600 W. Military Hwy Ste 1300 • McAllen, Texas 78503
Phone: (956) 630-1877 • Fax: (956) 683-9565

COPIER SERVICE AGREEMENT

FULL COVERAGE

Monthly Rate with Minimum Copies

Hidalgo County Wic Program			Margarita	
Company Name			Point of Contact	
3105 W. University Dr.			(956) 381-4646	(956) 381-0017
Billing Address			Phone#	Fax#
S Schubach Road Mission TX 78572			Crystal	
Physical Address			Department / Point of Contact	
Edinburg	TX	78539	(956) 581-2723	(956) 584-8890
City	State	Zip Code	Phone#	Fax#

Effective Dates: 28 January 2009 to 27 January 2010

Monthly Rate: $24.99 Monthly $299.99 /1 Year Tax Tax Exempt Total $299.99

Number of copies per month: 1,000 Monthly 12,000/ 1 Year overages billed at $ .025 per copy.

EQUIPMENT COVERED

Model Copystar CS-2014 Serial No. 47103356 Beginning Meter: 51,184

For Term and Conditions, see backside.

I have read, understood, and agree to the above contract and the conditions of coverage on the reverse side of this service agreement. No other written or oral conditions by either company will be binding upon Digital Office Systems. Service contract must be paid within 10 days or service will be charged on an hourly basis plus part

	County Judge	2/3/09
Authorized Signature	Title	Date
DO Systems Representative	Title	Date

DIGITAL OFFICE SYSTEMS

4600 W. Military Hwy Ste 1300 • McAllen, Texas 78503
Phone: (956) 630-1877 • Fax: (956) 683-9565

COPIER SERVICE AGREEMENT

FULL COVERAGE

Monthly Rate with Minimum Copies

Hidalgo County Wic Program			Margarita	
Company Name			Point of Contact	
3105 W. University Dr.			(956) 381-4646	(956) 381-0017
Billing Address			Phone#	Fax#
301 S 8th Street Donna TX 78537			Delia	
Physical Address			Department / Point of Contact	
Edinburg	TX	78539	(956) 464-2251	(956) 464-9249
City	State	Zip Code	Phone#	Fax#

Effective Dates: 28 January 2009 to 27 January 2010

Monthly Rate: $24.99 Monthly / $299.99 /1 Year Tax Tax Exempt Total $299.99

Number of copies per month: 1,000 Monthly / 12,000/ 1 Year overages billed at $ .025 per copy.

EQUIPMENT COVERED

Model Copystar CS-2014 Serial No. 47103411 Beginning Meter: 41,756

For Term and Conditions, see backside.

I have read, understood, and agree to the above contract and the conditions of coverage on the reverse side of this service agreement. No other written or oral conditions by either company will be binding upon Digital Office Systems. Service contract must be paid within 10 days or service will be charged on an hourly basis plus part

	County Judge	2/3/09
Authorized Signature	Title	Date
DO Systems Representative	Title	Date

DIGITAL OFFICE SYSTEMS

4600 W. Military Hwy Ste 1300 • McAllen, Texas 78503
Phone: (956) 630-1877 • Fax: (956) 683-9565

COPIER SERVICE AGREEMENT

FULL COVERAGE

Monthly Rate with Minimum Copies

Hidalgo County Wic Program			Margarita	
Company Name			Point of Contact	
3105 W. University Dr.			(956) 381-4646	(956) 381-0017
Billing Address			Phone#	Fax#
5 Mile S Business Progreso TX 78579			Teresa	
Physical Address			Department / Point of Contact	
Edinburg	TX	78539	(956) 514-0236	(956) 565-3656
City	State	Zip Code	Phone#	Fax#

Effective Dates: 28 January 2009 to 27 January 2010

Monthly Rate: $24.99 Monthly / $299.99 /1 Year Tax Tax Exempt Total $299.99

Number of copies per month: 1,000 Monthly / 12,000/ 1 Year overages billed at $ .025 per copy.

EQUIPMENT COVERED

Model Copystar CS-2014 Serial No. 47102898 Beginning Meter: 24,943

For Term and Conditions, see backside.

I have read, understood, and agree to the above contract and the conditions of coverage on the reverse side of this service agreement. No other written or oral conditions by either company will be binding upon Digital Office Systems. Service contract must be paid within 10 days or service will be charged on an hourly basis plus part

	County Judge	2/3/09
Authorized Signature	Title	Date
DO Systems Representative	Title	Date

DIGITAL OFFICE SYSTEMS

4600 W. Military Hwy Ste 1300 • McAllen, Texas 78503
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Monthly Rate with Minimum Copies

Hidalgo County Wic Program			Margarita	
Company Name			Point of Contact	
3105 W. University Dr.			(956) 381-4646	(956) 381-0017
Billing Address			Phone#	Fax#
220 S Bicentennial Ste # D McAllen TX 78501			Margarita	
Physical Address			Department / Point of Contact	
Edinburg	TX	78539	(956) 972-0554	(956) 668-1226
City	State	Zip Code	Phone#	Fax#

Effective Dates: 28 January 2009 to 27 January 2010

Monthly Rate: $24.99 Monthly / $299.99 /1 Year Tax Tax Exempt Total $299.99

Number of copies per month: 1,000 Monthly / 12,000/ 1 Year overages billed at $ .025 per copy.

EQUIPMENT COVERED

Model Copystar CS-2014 Serial No. 47102899 Beginning Meter: 60,825

For Term and Conditions, see backside.

I have read, understood, and agree to the above contract and the conditions of coverage on the reverse side of this service agreement. No other written or oral conditions by either company will be binding upon Digital Office Systems. Service contract must be paid within 10 days or service will be charged on an hourly basis plus part

	County Judge	2/3/09
Authorized Signature	Title	Date
DO Systems Representative	Title	Date

DIGITAL OFFICE SYSTEMS

4600 W. Military Hwy Ste 1300 • McAllen, Texas 78503
Phone: (956) 630-1877 • Fax: (956) 683-9565

COPIER SERVICE AGREEMENT

FULL COVERAGE

Monthly Rate with Minimum Copies

Hidalgo County Wic Program			Margarita	
Company Name			Point of Contact	
3105 W. University Dr.			(956) 381-4646	(956) 381-0017
Billing Address			Phone#	Fax#
113 Dawson Edinburg TX 78539			Jessica	
Physical Address			Department / Point of Contact	
Edinburg	TX	78539	(956) 316-1434	(956) 316-1394
City	State	Zip Code	Phone#	Fax#

Effective Dates: 28 January 2009 to 27 January 2010

Monthly Rate: $24.99 Monthly $299.99 /1 Year Tax Tax Exempt Total $299.99

Number of copies per month: 1,000 Monthly 12,000/ 1 Year overages billed at $ .025 per copy.

EQUIPMENT COVERED

Model Copystar CS-2014 Serial No. 47103385 Beginning Meter: 21,282

For Term and Conditions, see backside.

I have read, understood, and agree to the above contract and the conditions of coverage on the reverse side of this service agreement. No other written or oral conditions by either company will be binding upon Digital Office Systems. Service contract must be paid within 10 days or service will be charged on an hourly basis plus part

	County Judge	2/3/09
Authorized Signature	Title	Date
DO Systems Representative	Title	Date

DIGITAL OFFICE SYSTEMS

4600 W. Military Hwy Ste 1300 • McAllen, Texas 78503
Phone: (956) 630-1877 • Fax: (956) 683-9565

COPIER SERVICE AGREEMENT

FULL COVERAGE

Monthly Rate with Minimum Copies

Hidalgo County Wic Program			Margarita	
Company Name			Point of Contact	
3105 W. University Dr.			(956) 381-4646	(956) 381-0017
Billing Address			Phone#	Fax#
Mile 5 Glasscock and Shary Rd Alton TX 78572			Veronica	
Physical Address			Department / Point of Contact	
Edinburg	TX	78539	(956) 519-7159	(956) 519-8551
City	State	Zip Code	Phone#	Fax#

Effective Dates: 28 January 2009 to 27 January 2010

Monthly Rate: $24.99 Monthly $299.99 /1 Year Tax Tax Exempt Total $299.99

Number of copies per month: 1,000 Monthly 12,000/ 1 Year overages billed at $ .025 per copy.

EQUIPMENT COVERED

Model Copystar CS-2014 Serial No. 47103408 Beginning Meter: 38,818

For Term and Conditions, see backside.

I have read, understood, and agree to the above contract and the conditions of coverage on the reverse side of this service agreement. No other written or oral conditions by either company will be binding upon Digital Office Systems. Service contract must be paid within 10 days or service will be charged on an hourly basis plus part

	County Judge	2/3/09
Authorized Signature	Title	Date
DO Systems Representative	Title	Date

AI-13864 **10.S.**

Hot Mix Cold Laid Road Material

CC CONSENT

Date:	02/17/2009
Submitted By:	Yolanda Velasquez, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Purchasing only:** Hidalgo County

Information

CAPTION

Requesting authority to advertise and approval of Procurement Packet (e.i. Legal Notice, Specifications, and draft contract document) as attached hereto for Hidalgo County "Hot Mix Cold Laid Road Material" (Bid No 2009-073)

BACKGROUND

Proposed Schedule of Events:
1st Advertisement: February 21, 2009
2nd Advertisement: February 28, 2009
Bid Opening date: March 18, 2009

Contract previously approved as to form by legal on April 18, 2007

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1203-431-00-123-005-0-673
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:
Available Balance as of 2-11-09 $33,411.69.

FISCAL YEAR: 2009 **ACCT. #:** 9-1202-431-00-122-006-0-673
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:
Available Balance as of 2-11-09 $91,975.03.

FISCAL YEAR: 2009 **ACCT. #:** 9-1204-431-00-124-007-0-673
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:
Available Balance as of 2-11-09 $2,963.49.

FISCAL YEAR: 2009 **ACCT. #:** 9-1201-431-00-121-005-0-673
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Available Balance as of 2-11-09 $194,134.59.

Attachments

Link: Approval-Memo

Link: Draft-Req. Agreement

Link: Specifications-2009-073

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	02/10/2009 10:25 AM	APRV
2	Budget & Management	Veronica Lopez	02/10/2009 11:05 AM	APRV
3	Ivan Cantu	Ivan Cantu	02/11/2009 02:01 PM	APRV
4	Auditor's Office		02/13/2009 05:43 PM	NEW

Form Started By: Yolanda Velasquez

Started On: 02/05/2009 02:55 PM

Final Approval Date: 02/13/2009

MEMORANDUM

To: Precinct № 1 –Commissioner Sylvia Handy

Attn: Noe Montez, Budget Manager

From: Yolanda Velasquez, Buyer

Date: January 30, 2009

RE: Bid №: 2009-073 Approval of Specifications/Requirements for **Hidalgo County "Hot Mix-Cold Laid Road Material"**

Please review the following **SPECIFICATIONS** and verify if all requirements are met by signing below and indicating **APPROVE** or **DISAPROVE**. If specification is not met, make any and all modifications necessary and return the revised copy to the designated Buyer in the Purchasing Department.

If you have any questions, please call me at (956) 318-2626 ext. 4881.

APPROVE	☑	DISAPPROVE	☐
APPROVED WITH MODIFICATIONS:			☐

FUNDS AVAILABILITY: ✓ YES:_____ NO:_____

Other (specify):_____

BUDGET ACCT №: 9-1201-431-00-121-005-0-673

Noe Montez Noe Montez 2/6/09

Authorized Signature Printed Name Date

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 318-2629 or E-mail :yolanda.velasquez@co.hidalgo.tx.us no later than WEDNESDAY, February 11, 2009 by 12:00 P.M.

Enclosures

Rec'd 2/6/09 @ 1:16pm

MEMORANDUM

To: Precinct № 2 --Commissioner Hector "Tito" Palacios

Attn: Yoli Cisneros, ~~Acct. Payable Clerk~~ Administrative Assistant II

From: Yolanda Velasquez, Buyer

Date: January 30, 2009

RE: Bid №: 2009-073 Approval of Specifications/Requirements for **Hidalgo County "Hot Mix-Cold Laid Road Material"**

Please review the following **SPECIFICATIONS** and verify if all requirements are met by signing below and indicating **APPROVE** or **DISAPPROVE**. If specification is not met, make any and all modifications necessary and return the revised copy to the designated Buyer in the Purchasing Department.

If you have any questions, please call me at (956) 318-2626 ext. 4881.

APPROVE	☑	DISAPPROVE	☐
APPROVED WITH MODIFICATIONS:			☐

FUNDS AVAILABILITY: ✓ YES:_____ NO:_____

Other (specify):_____

BUDGET ACCT №: 9-1202-431-00-122-006-0-673

Ricardo Cuella Ricardo Cuellar 02/02/09

Authorized Signature Printed Name Date

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 318-2629 or E-mail yolanda.velasquez@co.hidalgo.tx.us no later than WEDNESDAY, February 11, 2009 by 12:00 P.M.

Enclosures

MEMORANDUM

To: Precinct № 3 –Commissioner Joe M. Flores

Attn: Norma Ceballos, Executive Assistant

From: Yolanda Velasquez, Buyer

Date: January 30, 2009

RE: Bid №: 2009-073 Approval of Specifications/Requirements for **Hidalgo County "Hot Mix-Cold Laid Road Material"**

Please review the following **SPECIFICATIONS** and verify if all requirements are met by signing below and indicating **APPROVE** or **DISAPROVE**. If specification is not met, make any and all modifications necessary and return the revised copy to the designated Buyer in the Purchasing Department.

If you have any questions, please call me at (956) 318-2626 ext. 4881.

APPROVE ☑	DISAPPROVE ☐
APPROVED WITH MODIFICATIONS: ☐	

FUNDS AVAILABILITY: ✓ YES:_____ NO:_____

Other (specify):_____

BUDGET ACCT №: 9-1203-431-10-123-05-0-673

Joe M. Flores — Joe M. Flores — 2/04/09

Authorized Signature — Printed Name — Date

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 318-2629 or E-mail :yolanda.velasquez@co.hidalgo.tx.us no later than WEDNESDAY, February 11, 2009 by 12:00 P.M.

Enclosures

Rec'd 2/4/09 @ 4:38pm

MEMORANDUM

To: Precinct № 4 –Commissioner Oscar Garza

Attn: Gloria Beltran, Executive Assistant

From: Yolanda Velasquez, Buyer

Date: January 30, 2009

RE: Bid №: 2009-073 Approval of Specifications/Requirements for **Hidalgo County "Hot Mix-Cold Laid Road Material"**

Please review the following **SPECIFICATIONS** and verify if all requirements are met by signing below and indicating **APPROVE** or **DISAPROVE**. If specification is not met, make any and all modifications necessary and return the revised copy to the designated Buyer in the Purchasing Department.

If you have any questions, please call me at (956) 318-2626 ext. 4881.

APPROVE	☑	DISAPPROVE	☐
APPROVED WITH MODIFICATIONS:			☐

FUNDS AVAILABILITY: ✓ YES:_____ NO:_____

Other (specify):_____

BUDGET ACCT №: 9-1204-431-00-124-007-0-673

Juan M. Carranza Juan M. Carranza 2/4/09

Authorized Signature Printed Name Date

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 318-2629 or E-mail: yolanda.velasquez@co.hidalgo.tx.us no later than WEDNESDAY, February 11, 2009 by 12:00 P.M.

Enclosures

Rec'd 2/5/09 @ 9:20AM

REQUIREMENTS AGREEMENT
C-0-

THIS AGREEMENT (the "Agreement") is entered into effective as of by and between_____, **a TEXAS Company** ("Seller") and **HIDALGO COUNTY** ("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements of Hidalgo County "_____," 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 "_____" "in the areas of **HIDALGO COUNTY** projects for a period of_____ from with the option to renew for an additional_____(If applicable) under the same rates, terms, and condition, 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:

_____

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).

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, _____.

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

By:_____

Date:_____

HIDALGO COUNTY

By:_____

Date: _____

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk
Date:_____

Vendor:
By:_____

Printed Name:_____

Title:_____

Date:_____

EXHIBIT "A"
HIDALGO COUNTY
"HOT MIX-COLD LAID ROAD MATERIAL"
(Including all Funding Sources, Programs and Entities)
BID NO.: 2009-073-0*--YZV**

SPECIFICATIONS

The intention of this Hidalgo County Request for Bid (RFB) is to solicit bids for a term contract for "HOT MIX-COLD LAID ROAD MATERIAL". All Purchases will be on an "as needed" basis only.

Specifications, Requirements and Other Terms and Conditions:

It is intended that the amount of **"Hot Mix-Cold Laid Road Material"** needed by Hidalgo County will be purchased on an as needed basis. It is agreed & understood that the County will purchase no more material than is needed and on an "As Needed Basis". There is no guarantee on annual volume. Hidalgo County may seek purchases from state awarded vendors or any other cooperative purchasing programs, whenever it is in the best interest to do so.

Bid price shall be per ton.

Terms and Condition:

1 **Term Contract:** The contract will be in effect for a period of (1) one year from bid award date with the County's option to extend for an additional (1) one year.

2 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 a thirty (30) day written notice prior to any 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.

3 **Option to Extend:** Hidalgo County reserves the right to continue this bid for an additional sixty (60) day Grace Period, under the same rates, terms and conditions for unforeseen delay in award of new bid for next contract term.

4 **Method of Award:**

a) Hidalgo County reserves the right to reject any or all bids, to waive any or all formalities, or to accept the bid considered the best and most advantageous to the County, including compliance to bid specifications. Location is an important factor in evaluation of bids, due to transportation costs which must be taken into consideration if material is picked up at plant site or transported to County Precincts. Hidalgo County reserves the right to hold the bids for a period of (90) ninety days without taking action hereon.

b) Hidalgo County reserves the right to award to one or more bidders whichever is in the best interest of the County.

5 Award of contract will be contingent on availability of Hidalgo County funds.

6 Insurance certificates **"Exhibit C"** must be submitted to the Purchasing Department and maintained thru out the term of contract prior to any services being performed by the awarded bidder.

7 When requested, samples shall be furnished free of expense to Hidalgo County. 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.

8 Testing may be performed at Hidalgo County's request anytime during the length of the contract through an independent testing laboratory.

9 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.

10 After bid is awarded and low bidder(s) default(s) in meeting the general instructions to bidders and/or comply with contractual agreement, Hidalgo County reserves the right to seek services from the next low bidder(s). In such event, County shall charge the successful bidder(s) the difference for any additional cost of such item(s).

11 In the event the material furnished does not meet all the above requirements (regardless of weather, test 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.

12 It is expressly understood and agreed that in case Hidalgo County should need any item(s) not available within the time frame needed from the successful vendor during the term of this contract, Hidalgo County reserves the right to purchase this item from other sources other than the successful vendor and shall not be in violation of any terms or conditions of said contract. Further, Hidalgo County reserves the right to seek another vendor, if, at any time, vendor's prices do not conform to public pricing.

13 Market Volatility and Unit Price Adjustments: Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

a) **Requesting Price Adjustment**: Upon written request of the Vendor to the County

Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.

i) A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.
ii) The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
iii) The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
iv) No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
v) The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

b) **Price Reduction**: Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

c) **Time frame for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

d) **Allowable Review Periods**: Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after

reasonable notice and during normal business hours.

e) **Dollar Limit to Price Changes**: The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

14. All costs and expenses associated with the preparation and submission of bids shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed on to Hidalgo County.

ADDITIONAL INFORMATION:

Hidalgo County is also requesting that any and all questions, inquiries and clarifications regarding quotes, bids, proposal or statement of qualifications be addressed to Martha L. Salazar, Purchasing Agent, at 100 East Cano, 4th Floor, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

All written inquiries will be accepted via facsimile no later than, Wednesday, Month **, 2009 at 5:00 P.M. to (956) 318-2629. Responses to said inquiries will be sent to all applicants via facsimile by no later than Friday, Month **, 2009 at 5:00 P.M..

AI-13788 **10.T.**

Alarm Monitoring System Agreement

CC CONSENT

Date:	02/17/2009
Submitted By:	Matilde Faz, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department

Information

CAPTION

Requesting authority to enter into an alarm monitoring system agreement for the Alamo WIC Clinic with Argus Security Systems Inc. at $15.00/month requisition #148524.

BACKGROUND

Equipment and Labor Purchase $595.00
Monthly Cost $15.00

Fiscal Impact

FISCAL YEAR: ACCT. #:

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

BUDGETARY IMPACT:

Department has a line-item transfer on this agenda to fund AI 13788

FISCAL YEAR: 2009 ACCT. #: 1292-441-00-350-001-9-413

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

BUDGETARY IMPACT:

Available Balance as of 2/12/2009 - $3,770.72

Attachments

Link: Argus

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	02/12/2009 12:07 PM	APRV
2	Budget & Management	Veronica Lopez	02/12/2009 03:54 PM	APRV
3	Damaris San Miguel	Damaris San Miguel	02/12/2009 04:24 PM	APRV
4	Auditor's Office		02/13/2009 05:43 PM	NEW

Form Started By: Matilde Faz Started On: 02/03/2009 05:03 PM

Final Approval Date: 02/13/2009

Req # 147390 PO # 616382 12/6/04

STATE LICENSE B-12478

argus SECURITY SYSTEMS

McAllen: (956) 682-6344
Laredo: (956) 725-5526
Other Areas: (800) 683-7487
Website: www.argusinc.com

314 Ash Avenue
McAllen, TX 78501-2556

Texas Board of Private Investigators
and Private Security Agencies
P.O. Box 13509, Capitol Station
Austin, Texas 78711

ALARM SYSTEM PURCHASE AND SIGNAL MONITORING SERVICE AGREEMENT

Residental _____ Commercial ✓

THIS AGREEMENT, by and between Argus Security Systems, hereinafter referred to as *"Contractor"*, *and* _____

HIDALGO COUNTY W.I.C. - ALAMO ,hereinafter referred to as "subscriber", that for the mutual promises, covenants and conditions hereinafter set forth and for the consideration hereafter mentioned. Contractor agrees

to sell and Subscriber agrees to purchase an alarm system as hereinafter specified to be installed by Contractor at _____

1429 S Tower Rd Ste #4 ALAMO TX 78516
(installation site)

Billing Address 3105 W University Dr Edinburg TX 78539

WC # MA1991A881 0017 / 361-4646

DESCRIPTION AND SPECIFICATIONS OF SYSTEM:

1-VISTA 20 panel
1-Key pad
1-Ext siren
1-Int siren
4-1085W door contacts
1-F6 710 6 1035 Black
1-DT 7435 motion detector

580
TAX EXEMPT

EQUIPMENT AND INSTALLATION — SIGNAL MONITORING SERVICE

1.	Equipment & Labor Purchase Price	$ 595	
2.	Equipment & Labor Down Payment:	$ 580	Type of Monitoring: Burglary
3.	Initial Advanced Monitoring Payment:	$ 15	Monthly Cost: $ 15 TAX EXEMPT
4.	Unpaid Balance:	$ 595	Payable in Advance (✓) Monthly, ( ) Semiannually,
5.	*Other Charges:	$ —	( ) Annually, ( ) Quarterly, ( ) Other _____
6.	Total Unpaid Balance*	$ 595	Term: (✓) 3 year. ( ) other _____
7	Payment Terms:		Total Initial Avanced Payment Charge: *15 X 1 month = 15

(Equipment & Labor unpaid balance will be invoiced separately from any monitoring fees)
*Other Charges

Bill on completion # 595 PO #

NOTE: THE TERMS OF THIS AGREEMENT PROVIDE FOR CERTAIN ADDITIONAL AND INCREASES IN CHARGES

NOTICE TO SUBSCRIBER

DO NOT SIGN THIS CONTRACT BEFORE YOU READ IT OR IF IT CONTAINS BLANK SPACES. YOU ARE ENTITLED TO A COPY OF THE CONTRACT YOU SIGN. KEEP THIS CONTRACT TO PROTECT YOUR LEGAL RIGHTS. REFERENCE IS SPECIFICALLY MADE TO PROVISIONS AND CONDITIONS APPEARING ON ALL THE PAGES HEREOF INCLUDING THE REVERSE SIDE HEREOF, IF APPLICABLE, ALL OF WHICH CONSTITUTE PART OF THE TERMS, PROVISIONS AND CONDITIONS OF THIS AGREEMENT.

RESIDENTIAL PURCHASER'S STATUTORY RIGHT TO CANCEL

IF YOU ARE AN INDIVIDUAL PURCHASING THIS SYSTEM FOR YOUR RESIDENCE AND IF THIS AGREEMENT OR YOUR OFFER TO PURCHASE IS MADE AT A PLACE OTHER THAN THE SELLER'S PLACE OF BUSINESS, THEN YOU, THE BUYER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.

NOTICE TO OWNER

IF YOU BUY THE CONTRACTOR FOR WORK OR EQUIPMENT, MATERIAL OR SUPPLIES DELIVERED WITHOUT HAVING RECEIVED FROM CONTRACTOR A WAIVER OF LIEN BY ALL SUBCONTRACTORS, OR OTHER EVIDENCE OF PAYMENT TO ALL SUBCONTRACTORS, A LIEN MAY BE FILED AGAINST YOUR PROPERTY BY A SUBCONTRACTOR. YOU MAY WITHHOLD FROM THE CONTRACTOR A LIST OF ALL SUBCONTRACTORS. IF YOU RECEIVE NOTICE OF THE FILING OF A LIEN STATEMENT BY A SUBCONTRACTOR, YOU MAY WITHHOLD FROM YOUR CONTRACTOR THE AMOUNT CLAIMED IN THE SUBCONTRACTOR'S STATEMENT PENDING RESOLUTION OF THE DISPUTE. CONTRACTOR BY SIGNING THE CONTRACT DOES NOT IN ANY EVENT AGREE THAT THE SYSTEM WHICH IS THE SUBJECT HEREOF CONSTITUTES A FIXTURE OR IS INTENDED TO BECOME REALTY BY VIRTUE OF ITS ATTACHMENT TO SUBSCRIBER'S PREMISES.

NOTICE

ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST A SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED THE AMOUNT PAID BY THE DEBTOR HEREUNDER.

Subscriber acknowledges receipt of a true and correct copy of this agreement.

ARGUS SECURITY SYSTEMS

By: _____

AI-13933 **10.U.**

Requesting for approval of Payment for L&G Consulting Engineers for La Homa Rd

CC CONSENT

Date:	02/17/2009
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 of Invoice # 11322909 in the amount of $21,005.00 from L & G Consulting Engineers Inc., contracted engineer for "La Homa Road Project." C-08-031-02-12

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1336-431-00-123-045-0-731

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

BUDGETARY IMPACT:

Amount available in PO#600650 is $495,244.48 for L&G Consulting Engineers, Inc.

Attachments

Link: Invoice

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	02/11/2009 12:47 PM	APRV
2	Budget & Management	Veronica Lopez	02/11/2009 01:29 PM	APRV
3	Roland Garcia	Rolando Garcia	02/11/2009 02:20 PM	APRV
4	Auditor's Office		02/13/2009 05:43 PM	NEW

Form Started By: Rocio Villarreal Started On: 02/11/2009 09:38 AM

Final Approval Date: 02/13/2009

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

INVOICE #: 11322909
INVOICE DATE: 01/31/09

12544
600650

BILL TO: 08
Hidalgo County Pct. #3
P.O. Box 607
Mission, TX 78572

Contract# C-08-031-02-12
PO# 600650

JOB: 080301
La Homa

P.O. Box 607
Mission, TX 78572

Engineering services for the month of January 2009.

DESCRIPTION	CONTRACT	PREVIOUS APPLICATIONS	CURRENT COMPLETED	TOTAL COMPLETED	% COMPL	BALANCE TO FINISH
11006-Dsgn Schematic	157,500.00	149,625.00	4,725.00	154,350.00	98.0	3,150.00
12002-EA Reports	55,000.00	38,500.00		38,500.00	70.0	16,500.00
12003-Public Invmt	25,000.00	25,000.00		25,000.00	100.0	
12020-EA. Report/Sub	20,000.00	7,925.52		7,925.52	39.6	12,074.48
13001-Prelim ROW	10,000.00	9,000.00		9,000.00	90.0	1,000.00
13010-Prelim ROW/Sub	10,000.00	9,000.00		9,000.00	90.0	1,000.00
15001-Design Srvy	26,000.00	23,400.00		23,400.00	90.0	2,600.00
15010-Desgn Srvy/Sub	40,000.00	36,000.00		36,000.00	90.0	4,000.00
16001-Rdwy Design	283,500.00	113,400.00		113,400.00	40.0	170,100.00
16101-Drainage	126,000.00	44,100.00		44,100.00	35.0	81,900.00
16207-Sgn.Pvmt.Markg	24,200.00	3,630.00	2,420.00	6,050.00	25.0	18,150.00
16250-Iso Signal/Sub	30,000.00				0.0	30,000.00
16260-Sign Warr/Sub	5,800.00	5,800.00		5,800.00	100.0	
16302-Traf Cntrl Pln	75,600.00	22,680.00	7,560.00	30,240.00	40.0	45,360.00
16304-Irrigation	31,500.00	9,450.00		9,450.00	30.0	22,050.00
16306-Qty Specs	18,900.00	5,670.00		5,670.00	30.0	13,230.00
16307-Utilities	63,000.00	22,050.00	3,150.00	25,200.00	40.0	37,800.00
16400-Contract Mgmt	31,500.00	11,025.00	3,150.00	14,175.00	45.0	17,325.00
TOTALS:	1,033,500.00	536,255.52	21,005.00	557,260.52	53.9	476,239.48

INVOICE RECEIVED BY
_____ ON 2/3/09
GOODS/SERVICES RECEIVED BY
_____ ON 1/31/09
9-1336-431-00-123-005-0931

_____
PROJECT MANAGER'S SIGNATURE

ORIGINAL CONTRACT SUM	$	1,033,500.00
CHANGE BY CHANGE ORDER	$	0.00
CONTRACT SUM TO DATE	$	1,033,500.00
TOTAL COMPLETED TO DATE	$	557,260.52
LESS PREVIOUS INVOICES	$	536,255.52
CURRENT PAYMENT DUE	$	21,005.00

L&G Engineering
Transportation Consultants

February 2, 2009

COPY

Hon. Joe Flores
Hidalgo County Commissioner, Pct. #3
724 N. Breyfogle
Mission, Texas 78572

Re: La Homa Road Progress Report

Dear Commissioner Flores

Attached for your approval is our invoice for the month of January 2009. The following is attached:

- L & G's Invoice (and sub consultant invoice, if applicable)
- Attachment C "Work Schedule"

This project consists of schematic design, surveying, plans specifications and estimates, environmental document, right-of-way mapping and design surveys.

FC 110 – SCHEMATIC DESIGN		% Complete
A schematic based on 100 ft. proposed ROW has been developed for the public meeting. We have made final revisions requested by TxDOT. A public meeting was held on November 12, 2008. We have reviewed comments for potential changes to "best fit" schematic layout. We have submitted revised final schematic to TxDOT.	L&G	98%
FC 120 – EA REPORTS		
A draft copy of the environmental document was submitted to TxDOT on November 26, 2008. Comments have not been received	L&G	70%
FC 120 – PUBLIC INVOLVEMENT		
A public meeting was held on November 12, 2008. This task is complete.	L&G	100%
FC 120 – ARCHEOLOGICAL SURVEYS		
The permits to conduct surveys have been obtained and are waiting ROE letters to be returned to begin surveys. All background research has been conducted and Historic Report has begun to be developed. Awaiting ROE from property owners to continue work.		39.6%
FC 130 – PRELIMINARY ROW MAP		
Existing lot corners, ROW maps, and subdivision plats have been located and plotted. A check on the "best fit" alignment based on surveyor's ROW map has been completed. We have obtained ROW info/plans on the new high school north of 2 Mile line.	L&G RODS	90% 90%
FC 150 – DESIGN SURVEYS		
Control points (BM's) completed and field collection of 22,300 linear feet of topographic data is complete. The 2D model and DTM is complete and has been submitted to us.	L&G RODS	90% 90%
FC 160 – ROADWAY DESIGN		
Typical sections for both proposed and existing roadway have been completed. We have developed a centerline and preliminary profiles based on survey data. We continue to work on intersection layouts, project cross sections and preliminary earthwork. We are using utility data that has been collected to ensure that our current alignment will minimize compensable utilities. Adjustments are being made to accommodate construction at new La Joya School.	L&G	40%

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

СОЬЛ

FC 161 – DRAINAGE		
We have completed the hydrologic map for this project. We have delineated all project drainage areas and have identified project outfalls. We are currently developing the project storm drain system based on the proposed profile and verifying the adequacy of the proposed outfall. Adjustments have been made to accommodate construction at new La Joya School.	**L&G**	**35%**
FC 162 – SIGNING, PAVEMENT MARKING		
Preliminary striping has been developed for the entire project. We are in the process of developing sign/stripe, traffic control layout sheets.	**L&G**	**25%**
FC 162 – ISOLATED SIGNAL		
Mile 2 did not warrant a signal. Signal at school is to be installed under the currently ongoing construction..	**L&G**	**0%**
FC 162 – SIGNAL WARRANT		
Work has been completed. Based on the ADT, the intersection at SH 364 and Mile 2 did not warrant a traffic signal. This task is complete.	**TESDI**	**100%**
FC 163 – TRAFFIC CONTROL PLAN		
Based on proposed profile and the storm drain system currently under development, we have developed an initial traffic control plan. Typical sections for construction phasing are being prepared for submittal to TxDOT, as well as sequence of construction, and "TCP General Notes" and signing/striping layout sheets.	**L&G**	**40%**
FC 163 – IRRIGATION		
Our office has drawn, on the preliminary schematic, the existing irrigation lines and will continue to coordinate with the irrigation district as plans are finalized. We met with HCID#6. Irrigation District mark-ups have been received and are being incorporated into the schematic and preliminary layouts.	**L&G**	**30%**
FC 163 – QUANTITY AND SPECS		
We have generated the following: General notes, estimates, project fact sheet, special specifications, and preliminary certifications. Estimate has been developed based on latest revisions and is under review.	**L&G**	**30%**
FC 163 – UTILITIES		
Follow-up utility letters along with preliminary sheets have been sent to all utility companies for their comments and mark-up. We have received comments and markups from multiple utilities. We are incorporating comments into our plan set. Coordination is ongoing.	**L&G**	**40%**
FC 164 – CONTRACT MANAGEMENT		
We are coordinating/meeting with County Commissioner and TxDOT, as needed.	**L&G**	**45%**

If you have any questions or require additional information, please advice.

Sincerely,

Armando J. Sandoval, P.E.
Project Manager

AI-13941 **10.V.**

Hidalgo County-Invoice No. 7013-Quintanilla, Headley & Assoc-C-08-380-11-04

CC CONSENT

Date:	02/17/2009
Submitted By:	Letty Saenz, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department
Purchasing only:	Hidalgo County

Information

CAPTION

Presentation for discussion, consideration, acceptance and approval of request for payment for Invoice No. 7013 in the amount of $ 19,800.00 submitted by Quintanilla, Headley & Associates, Inc. with authority for County Auditor to review and complete processing procedures and for County Treasurer to issue payment in connection with contract # C-08-380-11-04 (PO #617432) for: "Subdividing Land for the Primary Care and Substance Abuse Facility" for Hidalgo County.

BACKGROUND

Invoice No. 7013-QHA-C-08-380-11-04

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-415-00-115-002-0-334

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

BUDGETARY IMPACT:

PO #617432 available balance of $52,200.00.

Attachments

Link: Invoice No. 7013-QHA

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	02/11/2009 12:48 PM	APRV
2	Budget & Management	Veronica Lopez	02/11/2009 01:31 PM	APRV
3	Sylvia Solis	Sylvia Solis	02/12/2009 03:53 PM	APRV
4	Auditor's Office		02/13/2009 05:43 PM	NEW

Form Started By: Letty Saenz Started On: 02/11/2009 10:14 AM

Final Approval Date: 02/13/2009

Invoice

Quintanilla, Headley & Associates, Inc.
124 E. Stubbs St.
Edinburg, TX 78539

DATE	INVOICE #
1/7/2009	7013

BILL TO

Hidalgo County
Attn: Letty Saenz
Hidalgo County Purchasing Dept.
2812 S. Business Hwy 281
Edinburg, Texas 78539

DESCRIPTION	AMOUNT
PROJECT: HIDALGO COUNTY PRIMARY CARE AND SUBSTANCE ABUSE FACILITY SUBDIVISION	19,800.00
C-08-380-11-04	
AMOUNT	
1. SUBDIVISION PLAT $ 5,000.00	
2. DESIGN OF WATER DISTRIBUTION SYSTEM, SANITARY SEWER COLLECTION SYSTEM $ 14,800.00	

Thank you for your business!

Total $19,800.00

Purchase Order

COUNTY OF HIDALGO

PO#: 617432

DATE: 02/10/09

VENDOR: 154024 REQ:00149024

Email:

Phone:

QUINTANILLA, HEADLEY AND ASSOCIATES, INC
124 EAST STUBBS STREET
EDINBURG TX 78539

Vendor Acct:

BUYER:

SHIP TO: BUDGET OFFICER
100 E. CANO, 1ST FL
EDINBURG TX 78539

CONTACT: VALDE GUERRA

SITE: BUDGET OFFICE

Special Instructions:

Contract No:

VENDOR NOTES

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

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
		C-08-380-11-04		
1		PROJECT: HIDALGO COUNTY PRIMARY CARE & SUBSTANCE ABUE FACILITY SUBDIVISION	.00	.00
1	EACH	SUBDIVISON PLAT	5,000.00	5,000.00
1	EACH	DESIGN OF WATER DISTRIBUTION SYSTEM, SANITARY SEWER COLLECTION SYSTEM	37,000.00	37,000.00
1	EACH	TECHNICAL SPECIFICATIONS FEE	5,000.00	5,000.00
1	EACH	CONSTRUCTION STAKING	5,200.00	5,200.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		
		Total		52,200.00
		********** For Hidalgo County use only **********		
		9-1100-415-00-115-002-0-334 52,200.00		
		Approved _____		

Authorized by: Martha L. Salazar