

AI-14803

2.A.

2008 Intra for Hidalgo County Workers' Comp (2202)

CC CONSENT

Date: 04/07/2009
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 \$13,666.27. Funding available for transfer as of 3/30/09.

Attachments

Link: [2008 Intra for Hidalgo County Workers' Comp \(2202\)](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	03/31/2009 07:34 AM	APRV
2	Manuel Chapa	Manuel Chapa	04/02/2009 12:15 PM	APRV
3	Auditor's Office		04/03/2009 04:01 PM	NEW

Form Started By: Dale Kennan
Started On: 03/30/2009 02:26 PM
Final Approval Date: 04/03/2009

DATE: March 30, 2009

2008
Transfer



DEPARTMENT
HEAD: Raul Silguero

DEPARTMENT Department of Budget & Management for
NAME: Hidalgo County Workers' Compensation (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).

[illegible]

REASON:

Transfer from HIDALGO CO W/C-PHYSICIAN SERVICES to HIDALGO CO W/C-LOST WAGES in the amount of \$13,666.27 to fund negative balance in 2008.

DEPARTMENT HEAD SIGNATURE

DATE _____

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-14804

2.B.

2008 Intra for DBM - Workers' Comp Div. (2202)

CC CONSENT

Date: 04/07/2009
Submitted By: Dale Kennan, BUDGET & MANAGEMENT
Submitted For: DBM - Workers' Comp. Div. (2202)
Department: BUDGET & MANAGEMENT
Agenda Category: 2008 Intradepartmental Transfers:

Information

CAPTION

2008 - DBM - Workers' Comp. Division (2202)

BACKGROUND

Fiscal Impact

FISCAL YEAR: ACCT. #: 8-2202-419-50-115-065-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

From 583 & 584 in the amounts of \$6,794.53 & \$3,837.47 (respectively). Funding available for transfer as of 3/30/09.

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	03/31/2009 07:35 AM	APRV
2	Veronica Ortiz	Veronica Ortiz	04/02/2009 02:42 PM	APRV
3	Auditor's Office		04/03/2009 04:01 PM	NEW

Form Started By: Dale Kennan
Started On: 03/30/2009 02:32 PM
Final Approval Date: 04/03/2009

DATE: March 30, 2009

2008
Transfer



DEPARTMENT
HEAD: Raul Silguero

DEPARTMENT Department of Budget & Management for
NAME: DBM - Workers' Compensation Division (2202)

**ACCOUNT
NUMBER:** 8-2202-419-50-115-065-0-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).

[illegible]

AI-14835

2.C.

Intra- Boot Camp 040109

CC CONSENT

Date: 04/07/2009
Submitted By: Veronica Lopez, BUDGET & MANAGEMENT
Submitted For: Raul Silguero
Department: BUDGET & MANAGEMENT
Agenda Category: 2008 Intradepartmental Transfers:

Information

CAPTION

2008 - Juvenile Probation- Boot Camp (1295)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 ACCT. #: 8-1295-423-00-330-028-0-XXX
FUNDS AVAILABLE Y/N?: Yes MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
630 --> 442 \$9,576.36
Available balance as of 04-01-09

Attachments

Link: Intra- Boot Camp 040109

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	04/01/2009 09:55 AM	APRV
2	Ana Galvan	Anna Galvan	04/02/2009 09:37 AM	APRV
3	Auditor's Office		04/03/2009 04:01 PM	NEW

Form Started By: Veronica Lopez
Started On: 04/01/2009 09:47 AM
Final Approval Date: 04/03/2009

DATE: April 1, 2009

2008

Transfer



DEPARTMENT
HEAD: Raul Silguero, Jr.

DEPARTMENT Department of Budget & Management for
NAME: Boot Camp

ACCOUNT
NUMBER: 8-1295-423-00-330-028-0-XXX

Contact Person: Veronica L. Nixon **Ph#:** (956) 292-7025 Ext. 5416

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).

[illegible]

REASON:

Transfer from Wesl B/C- Food to Wesl B/C- Equip & Vehicle Rentals in the amounts of \$9576.36 to cover 2008 negative.

Approved by _____

/ /

DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-14806

2.D.

**2008 Line item transfer for negative balance in obj. 583 Out of Co. Travel
CC CONSENT**

Date: 04/07/2009
Submitted By: Ivan Cantu, BUDGET & MANAGEMENT
Submitted For: Raul Silguero, Jr.
Department: BUDGET & MANAGEMENT
Agenda Category: 2008 Intradepartmental Transfers:

Information

CAPTION

2008 - Pct. #1 Road Adm. (1201)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 ACCT. #: 8-1201-431-00-121-004-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
584 --> 583 \$51.00; funds available as of 3-31-09.

Attachments

Link: Pct. 1 R & B LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Ivan Cantu (Originator)	Ivan Cantu	03/31/2009 07:05 AM	APRV
2	Budget & Management	Veronica Lopez	03/31/2009 07:36 AM	APRV
3	JC Carreon	JC Carreon	04/01/2009 02:00 PM	APRV
4	Auditor's Office		04/03/2009 04:01 PM	NEW

Form Started By: Ivan Cantu
Started On: 03/31/2009 06:59 AM
Final Approval Date: 04/03/2009

DATE: March 31, 2009

2008

Transfer



DEPARTMENT
HEAD: Raul Silguero, Jr.

DEPARTMENT Department of Budget & Management for
NAME: Pct. 1 Rd. Adm.

ACCOUNT
NUMBER: 8-1201-431-00-121-004-0-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).

[illegible]

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

DEPARTMENT HEAD SIGNATURE

_____/_____/_____
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-14915

3.A.

WIC

CC CONSENT

Date: 04/07/2009
Submitted By: Margarita Gonzalez, WIC
Submitted For: Norma L. Longoria , WIC Director
Department: WIC
Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - WIC (1292)

BACKGROUND

L/T

Attachment

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1292-441-00-350-001-9-XXX
FUNDS AVAILABLE Y/N?: y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
Available account balance as of 04/03/2009 604-->601

Attachments

Link: [LIT](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	04/03/2009 01:14 PM	APRV
2	JC Carreon	JC Carreon	04/03/2009 03:57 PM	APRV
3	Auditor's Office		04/03/2009 04:01 PM	NEW

Form Started By: Margarita Gonzalez
Started On: 04/03/2009 10:30 AM
Final Approval Date: 04/03/2009

DATE: 04/03/09
WIC DIRECTOR: NORMA LONGORIA
DEPARTMENT NAME: HIDALGO COUNTY WIC PROGRAM
ACCOUNT NUMBER: 9.1292.441.00.350.001.9.-WIC
SUBJECT: BUDGET LINE ITEM TRANSFER

Honorable Commissioners' Court of Hidalgo County:

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

FROM		TO		
ACCOUNT NUMBER	Account Name	ACCOUNT NO.(S)	ACCOUNT NAME	AMOUNT
9.1292.441.00.350.001.9	604 Medical & Lab Supp	→ 9.1292.441.00.350.009.9	601 Office & Comp Supplies	10,000.00
Total:				10,000.00

Total:

REASON: To cover encumbrances for the FY 09 Grant.

APPROVED COMMISSIONERS COURT

/ /
Date

ATTEST COUNTY CLERK

AI-14821

3.B.

**Intradepartmental Transfer-Emergency Management
CC CONSENT**

Date: 04/07/2009
Submitted By: Belinda Alvarez, EMERGENCY SERVICES DIVISION
Department: EMERGENCY SERVICES DIVISION
Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - Emergency Management (1100)

BACKGROUND

Transfer needed to transfer money from one fund to another for purchases.

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-429-00-300-023-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

748-->664 \$ 1,500.00; Funds available as of 04/01/09
748-->540 \$ 250.00; Funds available as of 04/01/09

Attachments

Link: [Line Item Transfer](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	04/01/2009 07:59 AM	APRV
2	Ana Galvan	Anna Galvan	04/01/2009 01:22 PM	APRV
3	Auditor's Office	Angela Garcia	04/03/2009 04:01 PM	APRV

Form Started By: Belinda Alvarez
Started On: 03/31/2009 03:00 PM
Final Approval Date: 04/03/2009

ATTEST COUNTY CLERK

AI-14861

3.C.

Budget Line Item Transfer - 139th DC

CC CONSENT

Date: 04/07/2009
Submitted By: Rolando Garcia, BUDGET & MANAGEMENT
Submitted For: Irma Guzman
Department: BUDGET & MANAGEMENT
Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - 139th District Court (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-412-00-003-001-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
890-->583; \$4,000.00

Available balance as of 04/01/09; \$5,760.67

Attachments

Link: [LIT](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Roland Garcia (Originator)	Rolando Garcia	04/02/2009 09:18 AM	APRV
2	Budget & Management	Ivan Cantu	04/02/2009 12:12 PM	APRV
3	JC Carreon	JC Carreon	04/02/2009 01:37 PM	APRV
4	Auditor's Office		04/03/2009 04:01 PM	NEW

Form Started By: Rolando Garcia
Started On: 04/01/2009 03:13 PM
Final Approval Date: 04/03/2009

AI-14795

3.D.

**Creation of Object Code #604 & #607 and Line Item Transfer
CC CONSENT**

Date: 04/07/2009
Submitted By: Delma Silva, 206TH DISTRICT COURT
Submitted For: Delma Silva
Department: 206TH DISTRICT COURT
Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - 206th District Court (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-412-00-004-001-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
Available account balance as of 04-02-09

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	03/27/2009 03:26 PM	APRV
2	Veronica Ortiz	Veronica Ortiz	04/02/2009 02:45 PM	APRV
3	Auditor's Office		04/03/2009 04:01 PM	NEW

Form Started By: Delma Silva
Started On: 03/27/2009 03:13 PM

Final Approval Date: 04/03/2009

DATE: April 2, 2009

DEPARTMENT HEAD: Judge Rose G. Reyna

DEPARTMENT NAME: 206th District Court

ACCOUNT NUMBER: 9-1100-412-00-004-001-0-

CONTACT PERSON: Delma G. Silva PHONE: (956)318-2265

Honorable Commissioner's 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.

REASON: to pay outstanding invoices

DEPARTMENT HEAD SIGNATURE

DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-14798

3.E.

LINE ITEM TRANSFER

CC CONSENT

Date: 04/07/2009
Submitted By: Esther Contreras, 370TH DISTRICT COURT
Submitted For: NOE GONZALEZ, JUDGE PRESIDING
Department: 370TH DISTRICT COURT
Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - 370th District Court (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-412-00-007-001-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

890-->640 \$ 132.00; Funds available as of 04/01/09
890-->601 \$ 420.20; Funds available as of 04/01/09
890-->602 \$ 153.20; Funds available as of 04/01/09

Attachments

Link: Amended LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	03/31/2009 07:29 AM	APRV
2	Ana Galvan	Anna Galvan	04/01/2009 01:07 PM	APRV
3	Auditor's Office	Angelica Tapia	04/01/2009 12:44 PM	NEW

Form Started By: Esther Contreras

Started On: 03/30/2009 08:47 AM

Final Approval Date: 04/03/2009

DATE: April 1, 2009

DEPARTMENT HEAD: Noé Gonzalez

DEPARTMENT NAME: 370th District Court

ACCOUNT NUMBER: 9-1100-412-00-007-001-0-

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.;

FROM		TO		
ACCOUNT NUMBER: 9-1100-412-00-007-001-0-				
OBJECT CODE	OBJECT NAME	OBJECT CODE	OBJECT NAME	AMOUNT
890	OTHER	640	Reference Materials	\$ 132.00
890	OTHER	601	Office Supplies	\$ 420.20
890	OTHER	602	Paper Supplies	\$153.20
TOTAL:				\$ 705.40

REASON: Current and future expenditures.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNT CLERK

AI-14899

3.F.

Line Item Transfer

CC CONSENT

Date: 04/07/2009
Submitted By: Perla Lopez, BUDGET & MANAGEMENT
Submitted For: Raul Silguero
Department: BUDGET & MANAGEMENT
Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - Courthouse Parking Lot (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-419-40-115-069-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
611 --> 613 = \$500.00

Available account balance as of 4/02/09.

FISCAL YEAR: 9 ACCT. #: 9-1100-419-40-115-069-0-XXX
FUNDS AVAILABLE Y/N?: y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
funds available as of 4-3-09

Attachments

Link: [Intra 14899](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Ivan Cantu	04/02/2009 12:33 PM	APRV
2	Noe Cavazos	NOE CAVAZOS	04/03/2009 12:38 PM	APRV
3	Auditor's Office		04/03/2009 04:01 PM	NEW

Form Started By: Perla Lopez
Started On: 04/02/2009 12:21 PM
Final Approval Date: 04/03/2009

AI-14898

3.G.

Line Item Transfer

CC CONSENT

Date: 04/07/2009
Submitted By: Priscilla Garcia, COUNTY CLERK
Submitted For: Priscilla Garcia
Department: COUNTY CLERK
Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - County Clerks (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-415-40-180-002-0-XXX
FUNDS AVAILABLE Y/N?: y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
Available account balance as of 04-02-09

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Ivan Cantu	04/02/2009 12:25 PM	APRV
2	Veronica Ortiz	Veronica Ortiz	04/02/2009 02:59 PM	APRV
3	Auditor's Office		04/03/2009 04:01 PM	NEW

Form Started By: Priscilla Garcia
Started On: 04/02/2009 12:19 PM
Final Approval Date: 04/03/2009

ARTURO GUAJARDO, JR.

HIDALGO COUNTY CLERK

BUDGET INTRADEPARTMENTAL TRANSFER REQUEST

DATE: March 31, 2009

DEPARTMENT HEAD: Arturo Guajardo, Jr.

DEPARTMENT NAME: Hidalgo County Clerk's Office

ACCOUNT NUMBER: 9-1100-415-40-180-002-0-341

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
341	ARCHIVE-DATA MGMT & PROC	748	Other Equipment	\$13,650.00
			TOTAL	13,650.00

REASON: Please transfer funds from CO CLERK RECORD ARCHIVE-DATA MGMT & PROC obj 341 to new object code 748 Other Equipment. We need the funds for the purchase of two Kiosk Shredders.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS COURT

DATE _____

ATTEST COUNTY CLERK



RealTime Shredding, Inc.

6946 N. Academy Blvd., Ste B-551
Colorado Springs, CO 80918
719.488.3655 Fax 719.488.3655

Quote No. **2009-03-09-1**

Price Quote

Customer

Name Office of Arturo Guajardo Jr.-Hidalgo County Clerk
Attn: Priscilla Garcia-Administrative Assistant
Address 100 N. Closner Blvd.
City Edinburg State TX ZIP 78540

Date 3/9/2009
FOB Colo Spgs, CO

Qty	Description	Unit Price	TOTAL
2	Basic Self-Service Shredding Kiosk with: Access Code Key Pad Access Code Software Access Code Usage Reports (local) Shred Collection Bag Holder (Box) (4) Reusable Shred Collection Bags (1) Bottle of Cutter Blade Oil (8 oz) Quote Includes Delivery and Installation Customer to provide electrical	\$6,500.00	\$13,000.00

Other Details

All Sales are Subject to the Terms and Conditions of
RTS's Sales Order and Acceptance by RTS.

This quote is valid for 15 days from the above date.

Subtotal	\$13,000.00
Shipping & Handling	\$650.00
Taxes State	Not Included
TOTAL	\$13,650.00

Office Use Only

www.realtimeshredding.com

INVOICE RECEIVED BY:

_____ on _____
GOODS/SERVICES RECEIVED BY:
_____ on _____

Memo

faxed

686-0274 3/14/09

To: Robert Garcia

From: Priscilla Garcia

CC:

Date: 3/16/2009

Re: QUOTE Basic Self-Service Shredding Kiosk

Quote for County Clerk

Basic Self-Service Shredding Kiosk with:

Access Code Key Pad

Access Code Software

Access Code Usage Reports (local)

Shred Collection Bag Holder (Box)

(4) Reusable Shred Collection Bags

(1) Bottle of Cutter Blade Oil (8 oz)

JONES & COOK STATIONERS

956-686-6578

03/27/09

75552-0

106 S BROADWAY

SALESMAN 811 TIME 11:47:46

MCALLEN

TX 78501

WRITER 811 PAGE 1

CUSTOMER # HI3450 DEPT 129

FEDERAL #PHONE

BILLING ADDRESS

QUOTE

PO #09-PRISI

HIDALGO COUNTY PURCHASING DEPT

INVOICE

SHIPPING ADDRESS

PO BOX 1356

ROUTE # 0802

HIDALGO COUNTY CLERK

EDINBURG

BEING HELD

1ST FLOOR

100 N. CLOSNER

TX 78539

EDINBURG

TX 78539

BIN	ITEM NBR.	CO. ITEM DESCRIPTION	UNIT	QTY	QTY	QTY	UNIT D	PRICE T	EXTENDED
		Who Called : MS.GARCIA HIDCO CLERK OFC							
	KIOSK0333	KI KISOK SELF SEVICE SHREEDER EA	EA	1		1	.000 S		.00

MS,GARCIA,JONES & COOK STATIONERS AT THESE
 TIME CAN NOT QUOTE TO YOU THESE ITEMS AS
 NON OF OUR VENDERS OFFER THESE ITEM,
 THANK YOU FOR ALLOWING US TO TRY AND HELP
 YOU WITH THESE QUOTE..ROBERT GARCIA



TOTAL

.00

Memo *emailed*

To: Marcello Cortez

From: Priscilla Garcia

CC:

Date: 3/16/2009

Re: QUOTE Basic Self-Service Shredding Kiosk

Quote for County Clerk

Basic Self-Service Shredding Kiosk with:

Access Code Key Pad

Access Code Software

Access Code Usage Reports (local)

Shred Collection Bag Holder (Box)

(4) Reusable Shred Collection Bags

(1) Bottle of Cutter Blade Oil (8 oz)

Priscilla Garcia

From: Cortez, Marcello [Marcello.Cortez@Staples.com]
Sent: Thursday, March 19, 2009 12:46 PM
To: Priscilla Garcia
Subject: Shredder

Priscilla,

Hello and what a great Thursday outdoor weather day it is, I hope you are having a great Thursday almost weekend type of day. I received a reply on my request for price and availability on the shredder specifications you sent me, please see below.

Hi Marcello,

I have spoken to our buyer in reference to this machine. There is unfortunately not a similar alternative item available. The item has no service contracts and the item is very picey so they only deal with consumers directly. This is not a standard shredder and there is not really any close sub items. Please let me know if you have any questions.

Thank you,

Vanessa Brown

Non-Stock Purchasing

You know I wish we could get you a price, but unfortunately we can't get an equal alternate and this company only sells direct to consumers. I really appreciate this and all the opportunities you send me.

Many Thanks,

Marcello

3/19/2009

AI-14897

3.H.

Line Item Transfer

CC CONSENT

Date: 04/07/2009
Submitted By: Perla Lopez, BUDGET & MANAGEMENT
Submitted For: Raul Silguero
Department: BUDGET & MANAGEMENT
Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - DBM Health Insurance Adm (2201)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-2201-415-00-115-009-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
601 --> 550 = \$275.00

Available account balance as of 4/2/09.

Attachments

Link: Intra 14897

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Ivan Cantu	04/02/2009 12:25 PM	APRV
2	JC Carreon	JC Carreon	04/02/2009 01:33 PM	APRV
3	Auditor's Office		04/03/2009 04:01 PM	NEW

Form Started By: Perla Lopez
Started On: 04/02/2009 12:09 PM
Final Approval Date: 04/03/2009

AI-14888

3.I.

Line Item Transfer - Auxiliary Court

CC CONSENT

Date: 04/07/2009
Submitted By: Perla Lopez, BUDGET & MANAGEMENT
Submitted For: Corina Hernandez
Department: BUDGET & MANAGEMENT
Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - Auxiliary Court (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-412-00-045-001-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
584 --> 601= \$300.00

Available account balance as of 4/02/09.

Attachments

Link: [Line Item Transfer](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Ivan Cantu	04/02/2009 12:22 PM	APRV
2	Ana Galvan	Anna Galvan	04/03/2009 09:31 AM	APRV
3	Auditor's Office		04/03/2009 04:01 PM	NEW

Form Started By: Perla Lopez
Started On: 04/02/2009 09:51 AM
Final Approval Date: 04/03/2009

AI-14885

3.J.

Intra Dept. Transfer

CC CONSENT

Date: 04/07/2009
Submitted By: Stephanie Palacios, DISTRICT CLERK
Department: DISTRICT CLERK
Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - District Clerk (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 9 ACCT. #: 9-1100-412-00-090-001-0-XXX
FUNDS AVAILABLE Y/N?: y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
funds available as of 4-3-09

Attachments

Link: District Clerk LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Ivan Cantu	04/02/2009 12:20 PM	APRV
2	Noe Cavazos	NOE CAVAZOS	04/03/2009 12:28 PM	APRV
3	Auditor's Office		04/03/2009 04:01 PM	NEW

Form Started By: Stephanie Palacios
Started On: 04/02/2009 09:26 AM
Final Approval Date: 04/03/2009

AI-14882

3.K.

Intradepart. Transfer

CC CONSENT

Date: 04/07/2009
Submitted By: Fred Zamarripa, TREASURER'S OFFICE
Submitted For: Norma Garcia
Department: TREASURER'S OFFICE
Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - County Treasurer (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-415-16-150-001-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
Available account balance as of 04-02-09

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Ivan Cantu	04/02/2009 12:18 PM	APRV
2	Veronica Ortiz	Veronica Ortiz	04/02/2009 02:49 PM	APRV
3	Auditor's Office		04/03/2009 04:01 PM	NEW

Form Started By: Fred Zamarripa
Started On: 04/02/2009 08:42 AM
Final Approval Date: 04/03/2009

Date: April 7, 2009
Department Head: Norma G. Garcia
Department Name: Treasurer's Office
Account Number: 9-1100-415-16-150-001-0-

Subject: Budget Line-Item Transfer(s)

Honorable commissioners' Court of Hidalgo County:

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

FROM			TO		AMOUNT
OBJECT NUMBER	ACCOUNT (OBJECT) NAME		OBJECT NUMBER	ACCOUNT (OBJECT) NAME	
810	Dues & Memberships	-->	584	Registration Fees	150.00
		-->			
		-->			
		-->			
		-->			
		-->			
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		-->			
		-->			
		-->			
		-->			
		-->			
			TOTAL		150.00

Reason:

To cover expenses for Office Manager registration of conference.

Norma G. Garcia
Hidalgo County Treasurer

Approved Commissioners' Court

Date

Attest County Clerk

AI-14822

3.L.

2009 LIT for Planning Department (1100)

CC CONSENT

Date: 04/07/2009
Submitted By: Dale Kennan, BUDGET & MANAGEMENT
Submitted For: Planning Department (1100)
Department: BUDGET & MANAGEMENT
Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - Planning Department (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: ACCT. #: 9-1100-419-10-210-001-0-XXX

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

BUDGETARY IMPACT:

From 747 to 431 in the amount of \$573.50. Funding available for transfer as of 3/31/09.

Attachments

Link: 2009 Intra for Planning (1100)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	04/01/2009 07:59 AM	APRV
2	Veronica Ortiz	Veronica Ortiz	04/02/2009 02:42 PM	APRV
3	Auditor's Office		04/03/2009 04:01 PM	NEW

Form Started By: Dale Kennan
Started On: 03/31/2009 03:11 PM

Final Approval Date: 04/03/2009

DATE: March 31, 2009

2009

Transfer



DEPARTMENT
HEAD: Raul Silguero

DEPARTMENT NAME: Department of Budget & Management for the Planning Department (1100)

**ACCOUNT
NUMBER:** 9-1100-419-10-210-001-0-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).

[illegible]

REASON:

Transfer from PLANNING DEPT-SOFTWARE to PLANNING DEPT-BLDG&OTHR STRUC R&M SRV in the amounts of \$573.50 to fund the installation of a pass-through window for the Planning Department.

DEPARTMENT HEAD SIGNATURE

DATE _____

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-14825

3.M.

**ADULT PROBATION BUDGET TRANSFER
CC CONSENT**

Date: 04/07/2009
Submitted By: Diana Solis, ADULT PROBATION
Department: ADULT PROBATION
Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - Adult Probation (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-423-00-320-001-0-XXX
FUNDS AVAILABLE Y/N?: y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
Available account balance as of 04/01/2009

Attachments

Link: [Budget Transfer](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	04/01/2009 08:00 AM	APRV
2	JC Carreon	JC Carreon	04/01/2009 02:03 PM	APRV
3	Auditor's Office		04/03/2009 04:01 PM	NEW

Form Started By: Diana Solis
Started On: 04/01/2009 07:46 AM
Final Approval Date: 04/03/2009

Joe E. Lopez, Executive Director
Department Head Signature

AI-14848

3.N.

Line Item Transfer

CC CONSENT

Date: 04/07/2009
Submitted By: Dora Gutierrez, COUNTY COURT #1
Submitted For: Judge Rudy Gonzalez
Department: COUNTY COURT #1
Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - County Court at Law #1 (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-412-00-021-001-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N
BUDGETARY IMPACT:
890-->607 \$17.50; Funds available as of 4/03/09

Attachments

Link: [Line Item Transfer](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Ivan Cantu	04/02/2009 12:10 PM	APRV
2	Ana Galvan	Anna Galvan	04/03/2009 09:06 AM	APRV
3	Auditor's Office		04/03/2009 04:01 PM	NEW

Form Started By: Dora Gutierrez
Started On: 04/01/2009 01:51 PM

Final Approval Date: 04/03/2009

INTRADEPARTMENTAL TRANSFER

DATE: April 1, 2009

DEPARTMENT HEAD: JUDGE RUDY GONZALEZ

DEPARTMENT NAME: COUNTY COURT AT LAW #1

ACCOUNT NUMBER: 9-1100-412-00-021-001-0-XXX

CONTACT PERSON: DORA GUTIERREZ PHONE: 956.318.2375

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
890	OTHER	607	Household & Janitorial Supplies	\$ 17.50
TOTAL				\$ 17.50

REASON: COURT NEEDS ADDITIONAL FUNDS TO COVER ADDITIONAL EXPENSES.

DEPARTMENT HEAD SIGNATURE

CC DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-14863

3.O.

Line_Item-Transfer Travel Out of County_2009

CC CONSENT

Date: 04/07/2009
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 - JP 4 PL2 (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?:
BUDGETARY IMPACT:
Available account balance as of 04-02-09

Attachments

Link: [Line_Item-Transfer 04012009](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Ivan Cantu	04/02/2009 12:13 PM	APRV
2	Veronica Ortiz	Veronica Ortiz	04/02/2009 02:46 PM	APRV
3	Auditor's Office		04/03/2009 04:01 PM	NEW

Form Started By: Robert Leal
Started On: 04/01/2009 03:13 PM
Final Approval Date: 04/03/2009

AI-14808

3.P.

**Line Item Transfer-Adult Detention Center
CC CONSENT**

Date: 04/07/2009
Submitted By: Monica Hinojosa, SHERIFF DEPT.
Submitted For: Monica Hinojosa
Department: SHERIFF DEPT.
Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - Sheriff's Dept. (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 9 ACCT. #: 9-1100-423-21-280-002-0-XXX
FUNDS AVAILABLE Y/N?: y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
funds available as of 4-2-09

Attachments

Link: [line item transfer](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Anacleto Martinez	Anacleto Martinez	03/31/2009 09:28 AM	APRV
2	Budget & Management	Veronica Lopez	03/31/2009 09:38 AM	APRV
3	Noe Cavazos	NOE CAVAZOS	04/02/2009 08:22 AM	APRV
4	Auditor's Office		04/03/2009 04:01 PM	NEW

Form Started By: Monica Hinojosa
Started On: 03/31/2009 08:33 AM
Final Approval Date: 04/03/2009

DATE: 3/27/2009
DEPARTMENT HEAD: SHERIFF GUADALUPE "LUPE" TREVINO
DEPARTMENT NAME: SHERIFF'S OFFICE
ACCOUNT NUMBER: 9-1100-423-21-280-002-0-
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.:

FROM			TO		
ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		ACCOUNT NUMBER	ACCOUNT (OBJECT)	AMOUNT
9-1100-423-21-280-002-0-	424-LAWN CARE	➔	9-1100-423-21-280-002-0-	421-DISPOSAL	\$1,000.00
		➔			
		➔			
		➔			
		➔			
		➔			
		➔			
		➔			
		➔			
		➔			
TOTAL					\$1,000.00

REASON:
TRANSFERE IS BEING REQUESTED DUE RECLASSIFICATION OF OBJECT CODES.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT / / DATE ATTEST COUNTY CLERK

AI-14867

3.Q.

Budget Line Item Transfer

CC CONSENT

Date: 04/07/2009
Submitted By: Edna Kirby, IT DEPARTMENT
Submitted For: Renan Ramirez
Department: IT DEPARTMENT
Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - I.T. Dept. (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-415-00-200-002-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N
BUDGETARY IMPACT:
432-->431 \$13,170.12; Funds available as of 4/3/09

Attachments

Link: Intra-Dept

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Ivan Cantu	04/02/2009 12:14 PM	APRV
2	Ana Galvan	Anna Galvan	04/03/2009 09:17 AM	APRV
3	Auditor's Office		04/03/2009 04:01 PM	NEW

Form Started By: Edna Kirby
Started On: 04/01/2009 03:34 PM

Final Approval Date: 04/03/2009

AI-14883

3.R.

2009 - Pct 1 San (1100)

CC CONSENT

Date: 04/07/2009
Submitted By: JOANN GONZALEZ, COMM. PCT. #1
Department: COMM. PCT. #1
Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - Pct. #1 San. (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 04/02/2009

Attachments

Link: 2009 - Pct 1 San (1100)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Ivan Cantu	04/02/2009 12:18 PM	APRV
2	JC Carreon	JC Carreon	04/02/2009 01:36 PM	APRV
3	Auditor's Office		04/03/2009 04:01 PM	NEW

Form Started By: JOANN GONZALEZ
Started On: 04/02/2009 08:57 AM
Final Approval Date: 04/03/2009

MEETING REQUEST DATE: April 7, 2009

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.

[illegible]

REASON: NEEDED TO COVER FUTURE EXPENSES

DEPARTMENT HEAD SIGNATURE _____ NOE MONTEZ

	/ /	
APPROVED COMMISSIONERS' COURT	DATE	ATTEST COUNTY CLERK

AI-14864

3.S.

2009 - Pct # 1 Adm. (1201)

CC CONSENT

Date: 04/07/2009
Submitted By: Robert Elizondo, COMM. PCT. #1
Department: COMM. PCT. #1
Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - Pct. #1 Adm. (1201)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 9 ACCT. #: 9-1201-431-00-121-004-0-XXX
FUNDS AVAILABLE Y/N?: y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
funds available as of 4-3-09

Attachments

Link: 2009 - Pct # 1 Adm. (1201)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Ivan Cantu	04/02/2009 12:13 PM	APRV
2	Noe Cavazos	NOE CAVAZOS	04/03/2009 12:18 PM	APRV
3	Auditor's Office		04/03/2009 04:01 PM	NEW

Form Started By: Robert Elizondo

Started On: 04/01/2009 03:13 PM

Final Approval Date: 04/03/2009

MEETING REQUEST DATE: April 7, 2009

DEPARTMENT NAME PCT #1 ADM

ACCOUNT NUMBER 9-1201-431-00-121-004-0-xxx

Honorable Commissioners' Court of Hidalgo County:

[illegible]

REASON: Need to cover future invoice

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-14846

3.T.

Pct #3 BCAP Transfer

CC CONSENT

Date: 04/07/2009
Submitted By: Norma Ceballos, COMM. PCT. #3
Department: COMM. PCT. #3
Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - Pct. #3 BCAP (1311)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 9 ACCT. #: 9-1311-431-00-123-784-1-XXX
FUNDS AVAILABLE Y/N?: y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
funds available as of 4-3-09

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Ivan Cantu	04/02/2009 12:07 PM	APRV
2	Noe Cavazos	NOE CAVAZOS	04/03/2009 12:13 PM	APRV
3	Auditor's Office		04/03/2009 04:01 PM	NEW

Form Started By: Norma Ceballos
Started On: 04/01/2009 01:00 PM

Final Approval Date: 04/03/2009

INTRA-DEPARTMENTAL TRANSFER

DATE: 04/07/09

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

DEPARTMENT NAME: Pct #3 - CAP (1311)

ACCOUNT NUMBER: 9-1311-431-00-123-784-1-

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

SUBJECT: Intra-departmental 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
312	Villa Capri Direct Cost	733	Villa Capri Drainage Ditches	\$ 0.04
TOTAL				\$ 0.04

REASON: To clear negative balance.

DEPARTMENT HEAD SIGNATURE _____

CC DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-14817

5.A.

Pipeline Permits

CC CONSENT

Date: 04/07/2009
Submitted By: Sandra Garcia, RIGHT OF WAY DEPT.
Submitted For: Joe Pena
Department: RIGHT OF WAY DEPT.
Agenda Category: Right of Way

Information

CAPTION

1. Enterprise Texas Pipeline,LLC:
 - a. Intersecting Roads: Chihuahua & Military Hwy- 10" gas line;

BACKGROUND

Fiscal Impact

Attachments

Link: [Pipeline Permit](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	04/01/2009 02:49 PM	APRV
2	Dale Kennan	Dale Kennan	04/02/2009 07:50 AM	APRV
3	Auditor's Office		04/03/2009 04:01 PM	NEW
Form Started By: Sandra Garcia			Started On: 03/31/2009 01:14 PM	
Final Approval Date: 04/03/2009				

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 7th day of April, 2009 does by these presents GRANT, GIVE AND RELINQUISH TO:

Enterprise Texas Pipeline, LLC hereinafter called Permittee, of the County of Hidalgo, Texas, the Right, Privilege and Authority to construct, reconstruct, lay and maintain a 10 inch /water/ gas/ sewer/ irrigation line; said line to be constructed of 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. Intersecting Roads: Chihuahua & Military Hwy; 10" gas line.

The granting, giving and authorizing of permission for the said aforementioned Permittee to so construct, reconstruct, lay and maintain a 10" line along the above described public road being conditioned that Permittee agrees that:

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

AI-14836

6.A.

**TAX OFFICE REFUNDS
CC CONSENT**

Date: 04/07/2009
Submitted By: Hilda Fuentes, TAX OFFICE
Submitted For: Hilda Fuentes
Department: TAX OFFICE
Agenda Category: Tax Refunds

Information

CAPTION

ACCT#	PROPERTY OWNER	PAYER	AMT
A1800.00.043.0001.10	Encinas Group Of Texas	County Park Subdivision	\$4357.85
T2100.00.276.0015.03	Gomez, Nelda E & Norma A	Jorge Gomez	\$13759.10

BACKGROUND

Fiscal Impact

Attachments

Link: [FRNT PG](#)

Link: [ACCTS](#)

Link: [ENCINAS](#)

Link: [GOMEZ](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	04/01/2009 12:31 PM	APRV
2	Perla Lopez	Perla Lopez	04/01/2009 01:26 PM	APRV
3	Auditor's Office		04/03/2009 04:01 PM	NEW

Form Started By: Hilda Fuentes

Started On: 04/01/2009 10:02 AM

Final Approval Date: 04/03/2009

Office of Tax Assessor-Collector

COUNTY of HIDALGO



Armando Barrera Jr. RTA

ASSESSOR AND COLLECTOR

EDINBURG, TEXAS 78540-0178

P.O. Box 178

(956) 318-2160

FAX (956) 318-2733

April 1, 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.

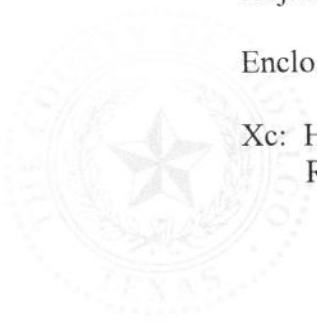
Very truly yours,

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

EDINBURG, TEXAS 78540-0178
P.O. Box 178
(956) 318-2160
FAX (956) 318-2733

ACCOUNT NUMBER	PROPERTY OWNER	PAYER	AMOUNT
1. A1800.00.043.0001.10	ENCINAS GROUP OF TEXAS	COUNTY PARK SUBDIVISION	\$ 4,357.85
2. T2100.00.276.0015.03	GOMEZ, NELDA E & NORMA A	JORGE GOMEZ	\$ 13,759.10



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 ENCINAS GROUP OF TEXAS INC PAID BY: COUNTY PARK SUBDIVISION					
	Present mailing address (number and street) 1830 TRUXTUN AVE STE 260					
	City, town or post office, state, ZIP code BAKERSFIELD, CA 93301-0000		Phone (area code and number) 			
Legal description (or attach copy of the tax bill or tax receipt): ALAMO LAND & SUGAR CO N500' OF LOT 1 BLK 43						
Step 2: Describe the property	7.58AC GR 7.28 AC NET					
	Address or location of property:					
	R547004					
	Account number of property:		Tax receipt number:			
	A1800.00.043.0001.10		OR 9549532			
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	6/28 / 07	\$ 4459.78	\$ 4357.85
	2.			/	\$	\$
	3.			/	\$	\$
	4.			/	\$	\$
	5.			/	\$ TOTAL	\$ 4357.85
	Taxpayer's reason for refund (attach supporting documentation): SUPP#27 CLERICAL ERRORS					
	GRANT AG USE. APPLY \$86.31 BACK TO ACCT. REFUND DIFF OF \$4271.54.					
	MM R 547004					
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 3.27-09					
	sign here Authorized officer				Date 3/30/09	
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 3/23/09		

3/27

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 GOMEZ, NELDA E & NORMA A PAYOR: JORGE GOMEZ				
	Present mailing address (number and street) 4509 N 11TH				
	City, town or post office, state, ZIP code MCALLEN, TX 78504		Phone (area code and number)		
Legal description (or attach copy of the tax bill or tax receipt): TEX - MEX SURVEY W273.20' - S297' LOT 15					
Step 2: Describe the property	SEC 276 1.86AC GR 1.54AC NET				
	Address or location of property:				
	R297415				
	Account number of property:		Tax receipt number:		
	T2100.00.276.0015.03		OR		
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	8/23 / 2007	\$ 17407.08	\$ 13759.10
	2.		/	\$	\$
	3.		/	\$	\$
	4.		/	\$	\$
	5. TOTAL		/	\$	\$ 13759.10
	Taxpayer's reason for refund (attach supporting documentation): PARTIAL EXEMPTIONS - GRANT HS/DP FILED LATE Q/YR 2005				
	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."				
	Signature sign here			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				
	Authorized officer sign here			Date 3/30/09	
	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 3/4/09	

AUDITED BY: THE HIDALGO
COUNTY AUDITOR'S OFFICE
DATE: **JE 3-27-09**

3/5 3/4 3/12

AI-14886

7.A.

Membership dues

CC CONSENT

Date: 04/07/2009

Submitted By: Angela Garcia, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Requesting approval of membership dues to Fred Pryor Seminar/Career Track for Veronica Ortiz & JoeCindy Carreon in the amount of \$199.00 each.

BACKGROUND

Req. # 152394

Fiscal Impact

FISCAL YEAR: 2009

ACCT. #: 9-1100-415-14-115-001-0-810

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funds available as of 04/03/09; \$398.00. (Refer to req. #152394)

Attachments

Link: [Affidavits & Membership invoices](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Ivan Cantu	04/02/2009 12:21 PM	APRV
2	Veronica Lopez	Angela Garcia	04/03/2009 07:46 AM	APRV
3	Budget & Management	Ivan Cantu	04/03/2009 07:51 AM	APRV
4	Sylvia Solis	Sylvia Solis	04/03/2009 12:12 PM	APRV
5	Auditor's Office		04/03/2009 04:01 PM	NEW

Form Started By: Angela Garcia

Started On: 04/02/2009 09:42 AM

Final Approval Date: 04/03/2009

**TO THE COUNTY AUDITOR
AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES**

**THE STATE OF TEXAS
COUNTY OF HIDALGO**

I, JoeCindy Carreon, do hereby state that my membership in the Fred Pryor Seminars/Career Track, on behalf of Hidalgo County and dues to be paid by Hidalgo County is necessary in the performance of my duties as an official employee of Hidalgo County. I further state to the best of my knowledge and belief the following:

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

SIGNATURE: *JoeCindy Carreon*
TITLE: *Man. Asst.*

DATE: *4-2-09*

Before me *Angela Garcia*, a Notary Public, appeared *JoeCindy Carreon*, and on his/her oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.



Angela Garcia
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

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

**TO THE COUNTY AUDITOR
AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES**

**THE STATE OF TEXAS
COUNTY OF HIDALGO**

I, Veronica Ortiz, do hereby state that my membership in the Fred Pryor Seminars/Career Track, on behalf of Hidalgo County and dues to be paid by Hidalgo County is necessary in the performance of my duties as an official employee of Hidalgo County. I further state to the best of my knowledge and belief the following:

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

SIGNATURE: _____

DATE: 4-2-09

TITLE: Budget Clerk

Before me Angela Garcia, a Notary Public, appeared Veronica Ortiz, and on his/her oath depose and stated that the facts as set forth in the above affidavit to be true and correct in every respect.



Angela Garcia
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

AUTHORITY TO OBTAIN AFFIDAVIT: LGC § 113.064(b)

AUTHORITY TO PAY MEMBERSHIP DUES: LGC § 89.002

TO THE COMMISSIONERS OF THE
LAND OFFICE

1900-1901

1900-1901

On the 1st day of January 1901, the following was received from the
Commissioners of the Land Office, New York:

That the following is a list of the names of the persons who have
been granted the right of way for the purpose of the above mentioned

purpose, and the names of the persons who have been granted the right of way
for the purpose of the above mentioned purpose, and the names of the persons who
have been granted the right of way for the purpose of the above mentioned purpose.

The following is a list of the names of the persons who have been granted the right of way
for the purpose of the above mentioned purpose, and the names of the persons who
have been granted the right of way for the purpose of the above mentioned purpose.

The following is a list of the names of the persons who have been granted the right of way
for the purpose of the above mentioned purpose, and the names of the persons who
have been granted the right of way for the purpose of the above mentioned purpose.

1900-1901

On the 1st day of January 1901, the following was received from the
Commissioners of the Land Office, New York:

1900-1901

1900-1901

FRED PRYOR SEMINARS CAREERTRACK.

divisions of PARK University Enterprises, Inc.

P.O.Box 219468 • Kansas City, MO 64121-9468
1-800-556-3012

* INVOICE ONLY *

3/19/09
0171308

SOLD TO:
HIDALGO CNTY BUDGET & MGMT
ATTN: MS VERONICA ORTIZ
2818 S BUSINESS HWY 281
EDINBURG, TX 78539

SHIPPED TO:
HIDALGO CNTY BUDGET & MGMT
ATTN: MS VERONICA ORTIZ
2818 S BUSINESS HWY 281
EDINBURG, TX 78539

PO NUMBER	DATE SHIPPED	INVOICE DATE	SHIPPED VIA	SALES PERSON
INVOICE		03/18/09	J	NAS

QUANTITY ORDERED	QUANTITY SHIPPED	DESCRIPTION	UNIT PRICE	TOTAL
1		TRAINING REWARDS MEMBERSHIP W/	199.00	199.00
HIDALGO COUNTY BUDGET OFFICE 2009 MAR 31 AM 9 03		SUBTOTAL		199.00
		TAX I.D # 43-1830400		
		SHIPPING & HANDLING		
		SALES TAX		
		TOTAL AMOUNT PAID		
		TOTAL AMOUNT DUE		199.00
		PAYMENT DUE IN DOLLARS		

HIDALGO CNTY BUDGET & MGMT
ATTN: MS VERONICA ORTIZ
2818 S BUSINESS HWY 281
EDINBURG, TX 78539

HIDALGO CNTY BUDGET & MGMT
ATTN: MS VERONICA ORTIZ
2818 S BUSINESS HWY 281
EDINBURG, TX 78539

PHONE NUMBER 9562927025

3/19/09

INVOICE NO. 0171308
REQUEST DATE

INVOICE DATE 03/18/09
PO NUMBER INVOICE

INVOICE AMOUNT 199.00

SHIP DATE
PAYMENT
CHARGE TYPE

MAIL CODE CAT788
PRODUCT CODE

Visit us at pryor.com today!

EXCHANGE/RETURN FORM

RETURNS: If for any reason you are not completely satisfied with your CareerStore purchase, return it to us within 30 days. You will receive an alternate product of your choice or a full refund (minus S/H charges). Software (CD-ROMs) must be returned unopened. To expedite your exchange/return, please provide the completed EXCHANGE/RETURN FORM and invoice. To insure a complete refund, return all pieces of product including workbooks, if applicable.

**NEED HELP?
PHONE**

Customer Service
1-800-556-3012
7 am - 7 pm CST (M-F)

EMAIL customerservice@pryor.com

STEP 1: LIST THE ITEMS YOU ARE RETURNING, ENTER A REASON CODE AND CHECK YOUR RETURN OPTION.

ITEM NO.	ITEM DESCRIPTION	QTY.	REASON CODE	RETURN OPTIONS - CHECK ONE		
				REPLACE	REFUND	EXCHANGE

REASON CODES: DE - DEFECTIVE OT - OTHER (PLEASE DESCRIBE) _____

STEP 2: LIST ANY ITEMS YOU WANT IN REPLACEMENT OR EXCHANGE

ITEM NO.	ITEM DESCRIPTION	QTY.	PRICE	TOTAL

PAYMENT METHOD:

☐ MASTERCARD ☐ VISA ☐ AMERICAN EXPRESS ☐ DISCOVER

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

EXP. DATE

SIGNATURE _____

☐ MY CHECK IS ENCLOSED: CHECK # _____ PAYABLE TO: FRED PRYOR SEMINARS

EMAIL ADDRESS: _____

DAYTIME PHONE: _____

SUBTOTAL	\$
TAX	\$
S/H (SEE CHART)	\$
TOTAL	\$

Total Order	Best Way	Next Day
\$0 - \$25	\$5.95	\$13.95
\$26 - \$50	\$6.95	\$14.95
\$51 - \$100	\$8.95	\$16.95
\$101- \$200	\$10.95	\$18.95
\$201- \$300	\$12.95	\$20.95
\$301- \$400	\$14.95	\$22.95
\$401- \$500	\$16.95	\$24.95
\$500+	\$18.95	\$26.95 + \$1 each

Alaska, Hawaii & Canada please add \$10 to Best Way and \$15 to Next Day prices above.

STEP 3:

Package the items and mail using the return label on the other side of this form. Wrap the package securely. Please be sure to include this completed form with your return. Keep a copy for your records. Send your return to us through your preferred carrier. If your shipping label is missing, simply place your return address and order number on the package and address to: Fred Pryor Seminars/CareerTrack Returns, 3016 W. Georgia St., Louisiana, MO 63353.

FRED PRYOR SEMINARS CAREERTRACK.

divisions of PARK University Enterprises, Inc.

P.O.Box 219468 • Kansas City, MO 64121-9468
1-800-556-3012

* INVOICE ONLY *

3/19/09
0171311

SOLD TO:
HIDALGO CNTY BUDGET & MGMT
ATTN: MS JOECINDY CARREON
2818 S BUSINESS HWY 281
EDINBURG, TX 78539

SHIPPED TO:
HIDALGO CNTY BUDGET & MGMT
ATTN: MS JOECINDY CARREON
2818 S BUSINESS HWY 281
EDINBURG, TX 78539

PO NUMBER	DATE SHIPPED	INVOICE DATE	SHIPPED VIA	SALES PERSON
INVOICE		03/18/09	J	NAS

QUANTITY ORDERED	QUANTITY SHIPPED	DESCRIPTION	UNIT PRICE	TOTAL
1		TRAINING REWARDS MEMBERSHIP W/	199.00	199.00
HIDALGO COUNTY BUDGET OFFICE	2009 MAR 31 AM 9 03			
		SUBTOTAL		199.00
		TAX I.D # 43-1830400		
		SHIPPING & HANDLING SALES TAX TOTAL AMOUNT PAID		
		TOTAL AMOUNT DUE		199.00
		PAYMENT DUE IN DOLLARS		

HIDALGO CNTY BUDGET & MGMT
ATTN: MS JOECINDY CARREON
2818 S BUSINESS HWY 281
EDINBURG, TX 78539

HIDALGO CNTY BUDGET & MGMT
ATTN: MS JOECINDY CARREON
2818 S BUSINESS HWY 281
EDINBURG, TX 78539

PHONE NUMBER 9562927025

3/19/09

INVOICE NO. 0171311
REQUEST DATE

INVOICE DATE 03/18/09
PO NUMBER INVOICE

INVOICE AMOUNT 199.00

SHIP DATE
PAYMENT
CHARGE TYPE

MAIL CODE CAT788
PRODUCT CODE

Visit us at pryor.com today!

EXCHANGE/RETURN FORM

RETURNS: If for any reason you are not completely satisfied with your CareerStore purchase, return it to us within 30 days. You will receive an alternate product of your choice or a full refund (minus S/H charges). Software (CD-ROMs) must be returned unopened. To expedite your exchange/return, please provide the completed EXCHANGE/RETURN FORM and invoice. To insure a complete refund, return all pieces of product including workbooks, if applicable.

**NEED HELP?
PHONE**

Customer Service
1-800-556-3012
7 am - 7 pm CST (M-F)

EMAIL customerservice@pryor.com

STEP 1: LIST THE ITEMS YOU ARE RETURNING, ENTER A REASON CODE AND CHECK YOUR RETURN OPTION.

ITEM NO.	ITEM DESCRIPTION	QTY.	REASON CODE	RETURN OPTIONS - CHECK ONE		
				REPLACE	REFUND	EXCHANGE

REASON DE - DEFECTIVE OT - OTHER (PLEASE DESCRIBE)
CODES:

STEP 2: LIST ANY ITEMS YOU WANT IN REPLACEMENT OR EXCHANGE

ITEM NO.	ITEM DESCRIPTION	QTY.	PRICE	TOTAL

PAYMENT METHOD:

☐ MASTERCARD ☐ VISA ☐ AMERICAN EXPRESS ☐ DISCOVER

[illegible]

EXP. DATE

SIGNATURE_____

☐ MY CHECK IS ENCLOSED: CHECK # _____ PAYABLE TO: FRED PRYOR SEMINARS

EMAIL ADDRESS: _____

DAYTIME PHONE: _____

SUBTOTAL \$

TAX \$

SYN (SEE CHART)	\$
-----------------	----

TOTAL \$

Total Order	Best Way	Next Day
\$0 - \$25	\$5.95	\$13.95
\$26 - \$50	\$6.95	\$14.95
\$51 - \$100	\$8.95	\$16.95
\$101- \$200	\$10.95	\$18.95
\$201- \$300	\$12.95	\$20.95
\$301- \$400	\$14.95	\$22.95
\$401- \$500	\$16.95	\$24.95
\$500+	\$18.95	\$26.95 + \$1 each

Alaska, Hawaii & Canada please add \$10 to Best Way and \$15 to Next Day prices above.

STEP 3:

Package the items and mail using the return label on the other side of this form. Wrap the package securely. Please be sure to include this completed form with your return. Keep a copy for your records. Send your return to us through your preferred carrier. If your shipping label is missing, simply place your return address and order number on the package and address to: Fred Pryor Seminars/CareerTrack Returns, 3016 W. Georgia St., Louisiana, MO 63353.

AI-14805**8.A.****Homebuyer Asst. Program
CC CONSENT**

Date: 04/07/2009
Submitted By: Estella Webber, URBAN COUNTY
Department: URBAN COUNTY
Agenda Category: Urban County

Information**CAPTION**

Request approval to enter into TWO (2) "Homebuyer Assistance Program" Contracts under the Home Program.

BACKGROUND

The applicants below have 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 families:

APPLICANT	FUNDING YEAR	GRANT AMOUNT	LENDER	LEGAL DESCRIPTION
Esmeralda & Ignacio Garza	2007 (ADDI)	\$7,500	USDA	Lot 2 San Anastacio Subdivision Alamo, TX
Martina Garcia	2007 & 2008 (ADDI) FY 2005	\$10,000	USDA	Lot 309 Villa Rama East Phase III, Hidalgo, TX

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	03/31/2009 07:35 AM	APRV
2	Veronica Lopez	Veronica Lopez	04/01/2009 10:04 AM	APRV
3	Auditor's Office		04/03/2009 04:01 PM	NEW
Form Started By: Estella Webber			Started On: 03/30/2009 03:11 PM	
Final Approval Date: 04/03/2009				

AI-14884

9.A.

457 Withdrawals

CC CONSENT

Date: 04/07/2009
Submitted By: Angela Garcia, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Category: Budget and Management

Information

CAPTION

Approval of 457 withdrawal request due to hardship for employee # 079014 & 138231.

BACKGROUND

Fiscal Impact

Attachments

Link: [requests](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Ivan Cantu	04/02/2009 12:19 PM	APRV
2	Veronica Lopez	Angela Garcia	04/03/2009 07:46 AM	APRV
3	Budget & Management	Ivan Cantu	04/03/2009 07:50 AM	APRV
4	Sylvia Solis	Sylvia Solis	04/03/2009 10:10 AM	APRV
5	Auditor's Office		04/03/2009 04:01 PM	NEW

Form Started By: Angela Garcia
Started On: 04/02/2009 09:08 AM
Final Approval Date: 04/03/2009

SIMPKINS & ASSOCIATES HARDSHIP REQUEST NOTIFICATION

Please print or type.

Plan Name

457 RETIREMENT PLAN

Employee # 079014

Participant Name

Address RT.

785

Social Security No.

time

12

SECTION I - Hardship

I understand that this withdrawal is necessary for the payment of certain expenses, other than those available to me under the Plan, as well as all other plans maintained by the Company. I understand that this withdrawal will be taxable as ordinary income in the calendar year in which I receive it. In addition, a 10% penalty tax will apply unless I am at least 59-1/2 years of age or I use the funds withdrawn to pay certain deductible medical expenses as provided by law.

to file

my firm

ship, and

the amount of

are obtained all

ly available to

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

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

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

Hardship Requested \$ 100% Year-to-date deferrals 0

Total amount deferred since you initially joined the plan \$ N/A

Have you ever taken a hardship before? No If so what was the amount taken \$ N/A

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

PARTICIPANT SIGNATURE

[Signature]

Date

3/26-09

SECTION II - Authorized Plan Representative

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

AUTHORIZED PLAN REPRESENTATIVE

Date

SECTION III - Distribution Procedure

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

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

AI-14802

9.B.

2008 Interdepartmental Transfer for Health Benefits (2201)

CC CONSENT

Date: 04/07/2009
Submitted By: Dale Kennan, BUDGET & MANAGEMENT
Submitted For: Health Benefits (2201)
Department: BUDGET &
MANAGEMENT

Agenda Category: Budget and Management **Purchasing only:** Interdepartmental Transfers

Information

CAPTION

Health Benefits (2201):
Approval of 2008 interdepartmental transfer within the Health Benefits Fund, from Hidalgo County (program 003) to Community Service Agency (program 005) in the amount of \$18,214.34 to fund year end expenditures.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:** 8-2201-415-00-115-00X-0-820
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

From prog. 003 to prog. 005 in the amount of \$18,214.34. Funding available for transfer as of 3/30/09.

Attachments

Link: Interdepartmental Transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	03/31/2009 07:34 AM	APRV
2	Sylvia Solis	Sylvia Solis	03/31/2009 09:03 AM	APRV
3	Auditor's Office		04/03/2009 04:01 PM	NEW

Form Started By: Dale Kennan
Started On: 03/30/2009 02:15 PM
Final Approval Date: 04/03/2009

DATE: March 30, 2009

2008
Transfer



DEPARTMENT HEAD: Raul Silguero

DEPARTMENT NAME: Department of Budget & Management for
for Health Benefits (2201)

ACCOUNT NUMBER: 8-2201-415-00-115-00X-0-820

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

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

Honorable Commissioners' Court of Hidalgo County:

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

ACCOUNT NUMBER	ACCOUNT NAME	INCREASE (DECREASE) AMOUNT
8-2201-415-00-115-003-0-820	HEALTH BENEFITS-HC-CLAIMS NOT COVERED	(18,214.34)
8-2201-415-00-115-005-0-820	HEALTH BENEFITS-CSA-CLAIMS NOT COVERED	\$18,214.34
TOTAL BUDGET INCREASE (DECREASE)		0.00

REASON:

Transfer from HEALTH BENEFITS-HC-CLAIMS NOT COVERED to HEALTH BENEFITS-CSA-CLAIMS NOT COVERED to fund year end expenditures for 2008.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE _____

ATTEST COUNTY CLERK

AI-14833

9.C.

Interdept- Co. Wide 040109

CC CONSENT

Date: 04/07/2009
Submitted By: Veronica Lopez, BUDGET & MANAGEMENT
Submitted For: Raul Silguero
Department: BUDGET & MANAGEMENT
Agenda Category: Budget and Management

Information

CAPTION

Various Departments (1100):
Approval of 2008 interdepartmental transfer from County Wide Adm. to various departments in the amount of \$1,385.30 to fund year end expenditures.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008
FUNDS AVAILABLE Y/N?: Yes
BUDGETARY IMPACT:
Available balance as of 04-01-09

Attachments

Link: Interdept- Co. Wide Adm. 040109

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	04/01/2009 09:23 AM	APRV
2	Veronica Lopez	Angela Garcia	04/03/2009 07:36 AM	APRV
3	Budget & Management	Ivan Cantu	04/03/2009 07:45 AM	APRV
4	Ivan Cantu	Ivan Cantu	04/03/2009 08:01 AM	APRV
5	Auditor's Office		04/03/2009 04:01 PM	NEW

Form Started By: Veronica Lopez
Started On: 04/01/2009 09:15 AM
Final Approval Date: 04/03/2009

DATE: April 1, 2009

2008
Transfer

DEPARTMENT HEAD: Raul Silguero

DEPARTMENT NAME: Dept. of Budget & Management

ACCOUNT NUMBER: 8-1100-4XX-XX-XXX-XXX-0-XXX



SUBJECT: **Interdepartmental Transfer/s 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 Interdepartmental transfer/s (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C.

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
FROM		
8-1100-415-00-115-002-0- 899	Co. Wide Adm.- Contingency	(1,385.30)
TO		
8-1100-419-40-220-001-0- 211	Gen Govt Bldg- Health Insurance	173.50
8-1100-423-21-280-002-0- 211	Jail- Health Insurance	517.80
8-1100-441-00-350-003-0- 211	WIC Ineligible Costs- Health Insurance	694.00
TOTAL BUDGET INCREASE (DECREASE)		0.00

REASON: Interdepartmental transfer from Co. Wide Administration- Contingency to Various Departments in the amount of \$1,385.30 to fund year end expenditures.

Approved by

COMMISSIONERS COURT

/ /
DATE

ATTEST, COUNTY CLERK

AI-14903

10.A.

**Work Authorization #7-Dos Land Surveying
CC CONSENT**

Date: 04/07/2009
Submitted By: Vangie Garcia, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department

Information

CAPTION

Presentation for discussion, consideration, acceptance and approval of Work Authorization No. 7 in the amount of \$12,000.00 with Dos Land Surveying, LLC., to provide Surveying Services for "Lots 1 thru 6-Block 5, Lots 1 thru 12-Block 4 and Lots 1 thru 12-Block 2, Jessup's Subdivision in Hidalgo County Precinct No.1 with Contract Number: C-08-225-09-09.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-432-00-121-001-0-719
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Available Balance as of 4-3-09 \$36,750.00; additional funding in the amount of \$12,000.00 is pending interfund transfer, AI #14878.

Attachments

Link: [Work Authorization No. 7 Documentation](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	04/02/2009 03:22 PM	APRV
2	Budget & Management	Ivan Cantu	04/02/2009 03:39 PM	APRV
3	Ivan Cantu	Ivan Cantu	04/03/2009 07:58 AM	APRV
4	Auditor's Office		04/03/2009 04:01 PM	NEW

Form Started By: Vangie Garcia
Started On: 04/02/2009 12:58 PM
Final Approval Date: 04/03/2009

Evangelina Garcia

From: noe.montez [noe.montez@co.hidalgo.tx.us]
Sent: Thursday, April 02, 2009 9:58 AM
To: 'Evangelina Garcia'
Subject: FW: Work Authorization #7 Jessup's Subdivision
Attachments: WA 7 ATTACHMENT A (1).doc; WorkAuthorization#7(1).doc; WA 7 ATTACHMENT B.doc

Please place this work auth on next cc agenda ..if the april 7, is closed please place on the april 14, agenda and I will have budget office move up the item...thanks....the acct will be 9-1100-432-00-121-001-0-719,,,budget office will have an item placing funding in this acct

From: Tina Buchanan [mailto:tinabuchanan@doslandsurveying.com]
Sent: Thursday, April 02, 2009 9:02 AM
To: noe.montez@co.hidalgo.tx.us
Cc: joseph.palacios@co.hidalgo.tx.us; ericybarra@doslandsurveying.com
Subject: Work Authorization #7 Jessup's Subdivision

Mr. Montez,

Attached is Work Authorization No. 7 on Jessup's Subdivision.
If you should have any questions, please do not hesitate to call me.

Tina Buchanan
Dos Land Surveying
212 W, 3rd Street
Weslaco, Texas 78596

HIDALGO COUNTY
Professional Surveying Services
Contract # C-08-225-09-09
Work Authorization Form

WORK AUTHORIZATION NO. 7

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

PART 1. SCOPE OF WORK

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

1. Jessup's Subdivision

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

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is \$12,000.00. This amount is based upon the costs outlined in the Estimated Cost Proposal attached hereto as EXHIBIT "B".

PART 3. PAYMENT

Compensation and payment to the Surveyor for the services established under this Work Authorization shall be made in accordance with Article/Part/Section 6 of the Agreement.

PART 4. FUNDING

This Work Authorization No. __ 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.

PART 6. RESPONSIBILITIES AND OBLIGATIONS

This Authorization does not waive the parties' responsibilities and obligations provided under the Agreement.

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by Hidalgo County Precinct No. 1 Commissioner Sylvia S. Handy as to content and detail of this Work Authorization No. # 7.

HIDALGO COUNTY

COMMISSIONER PRECINCTNO. 1

BY: _____

Sylvia Handy, County Commissioner

PART 8. ACCEPTANCE AND APPROVAL

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

THE SURVEYOR:
Dos Land Surveying

THE OWNER:
HIDALGO COUNTY

By: Eric C. Ybarra
President

By: Juan D. Salinas, County
Judge

ATTEST:

by: Arturo Guajardo, Jr., County Clerk

LIST OF ATTACHMENTS

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

ATTACHMENT "A"

Services to be Provided by the Surveyor

Services and Capabilities of Dos Land Surveying:

Boundary Surveys

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

Parcel Plats for Right-of-Way Acquisitions

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

Control Surveys

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

Construction Surveys

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

Topographical Surveys

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

As-Built Surveys

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

ATTACHMENT "B"
Payment / Fee Schedule

A. Jessup's Subdivision

Boundary survey and metes and bounds description of:

Lots 1 thru 6, Block 5, Lots 1 thru 12, Block 4 and Lots 1 thru 12, Block 3, Jessup's Subdivision .

Total : \$12,000.00

AI-14887

10.B.

Requesting approval of Payment No. 2 for VA Architecture for the South Tower CRC Park Project

CC CONSENT

Date: 04/07/2009
Submitted By: Rocio Villarreal, PURCHASING DEPT.
Submitted For: Rocio Villarreal
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department

Information

CAPTION

Approval of Request for Payment No. 2 (Solar Powered Lights) in the amount of \$2,459.60, from V-A Architecture, contracted architect for "South Tower CRC/Park Project" C-07-042-04-17.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1212-452-00-122-008-0-739
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
Amount available in PO#618974 is \$2,459.60 as of 04/02/09.

Attachments

Link: [Payment No. 2](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	04/02/2009 02:42 PM	APRV
2	Budget & Management	Ivan Cantu	04/02/2009 02:46 PM	APRV
3	Roland Garcia	Rolando Garcia	04/03/2009 08:53 AM	APRV
4	Auditor's Office		04/03/2009 04:01 PM	NEW

Form Started By: Rocio Villarreal
Started On: 04/02/2009 09:49 AM
Final Approval Date: 04/03/2009

V·A Architecture

B.
Review and Approval by Hidalgo County Precinct 2
of Architect's Request for Payment

Project	South Tower CRC/Park Pending Construction Items: Purchasing and Installation of Solar Powered Lights
PO#	618974
Request for Payment:	#2
In the amount of:	\$2,459.60
Submitted by:	V·A Architecture
For Period to:	March 24, 2009

Reviewed and Approved by:


Héctor "Tito" Palacios, Commissioner
Hidalgo County Pct. 2

Date:

618974 
9-1212-452-00-122-008-0-739
Req. # 150743

INVOICE RECEIVED BY:

 ON 3/26/09

GOODS/SERVICES RECEIVED BY:

 ON 3/24/09

Vargas & Associates
2029 Industrial Drive
McAllen, Texas 78504
(956) 631-2242

V·A Architecture

REQUEST FOR PAYMENT NO: Two

Project Name: South Tower CRC/Park Pending Construction Items No. 07-1004C
 Purchase and Installation of Solar Powered Lights Bid # 2008-388-11-26-OTM
 Hidalgo County Pct. 2
 Alamo, Texas

Architeturual Firm: V-A Architecture

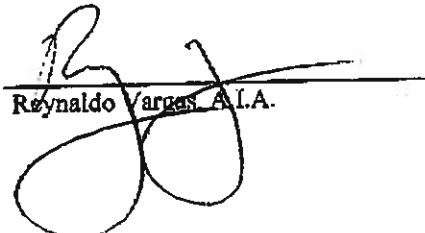
Address: 2029 Industrial Drive PO# 618974

City/State McAllen, Texas 78504

Project Contract Amount *\$		\$189,200.00	Arch % Rate:	6.5%	*\$	Max. Contract Amt.	\$12,298.00
Scope of Services		Estimated Budget	% Completed To Date	Total Due		Less Prev. Payments	Amount Due This Request
Schematic Design							
A/E Fee	15%	*\$ 1,844.70	100%	*\$ 1,844.70	*\$ 1,844.70		*\$ (0.00)
Design Development							
A/E Fee	20%	*\$ 2,459.60	100%	*\$ 2,459.60	*\$ 2,459.60		*\$ 0.00
Constr. Doc. Phase							
A/E Fee	40%	*\$ 4,919.20	100%	*\$ 4,919.20	*\$ 4,919.20		*\$ 0.00
Bidding Phase							
A/E Fee	5%	*\$ 614.90	100%	*\$ 614.90	*\$ 614.90		*\$ 0.00
Construction Adm.							
A/E Fee	20%	*\$ 2,459.60	100%	*\$ 2,459.60	*\$ 0.00		*\$ 2,459.60
Reimbursables		*\$ 0.00	0%	*\$ 0.00	*\$ 0.00		*\$ 0.00
TOTALS		*\$ 12,298.00		*\$ *****	*\$ 9,838.40		*\$ 2,459.60
Total Amount This Request							*\$ 2,459.60

I certify that the above is true and correct to the best of my knowledge.

VA Architecture March 24, 2009
 Architect Date


 Reynaldo Vargas A.I.A.

ANY AND ALL QUESTIONS PERTAINING TO THIS INVOICE SHALL BE ADDRESSED ONLY TO SONIA INFANTE AT 956-631-2242

Vargas & Associates
 2029 Industrial Drive
 McAllen, Texas 78504
 (956) 631-2242

RECEIVED
MAY 27 2009
7:35 PM

HIDALGO COUNTY PRECINCT #2
COMMISSIONER
HECTOR "TITO" PALACIOS

FACSIMILE TRANSMITTAL SHEET

TO: **ROCIO VILLARREAL**

FROM: **YOLI CISNEROS**

COMPANY:

PURCHASING DEPT.

DATE:

TOTAL NO. OF PAGES INCLUDING COVER:

FAX NUMBER:

956-292-7612

SENDER'S PHONE NUMBER:

YOUR FAX NUMBER:

☐ URGENT ☐ FOR REVIEW ☐ PLEASE COMMENT ☐ PLEASE REPLY ☐ PLEASE RECYCLE

NOTES/COMMENTS:

301 EAST STATE AVE.
PHARR, TX 78577
PHONE # 787-1891 FAX # 787-4683

AI-14873

10.C.

**Payment Request No.1 for OG Construction Company #C-08-399-02-09
CC CONSENT**

Date: 04/07/2009
Submitted By: Yolanda Cisneros, COMM. PCT. #2
Submitted For: Yolanda Cisneros
Department: COMM. PCT. #2
Agenda Category: Purchasing Department

Information

CAPTION

Requesting approval of Application for Payment #1 in the amount of \$164,078.01 in connection with the Tower Road Drainage Project from contracted vendor, OG Construction Company, LLC and as recommended by project engineer, R. Gutierrez Engineering Corporation after Auditor's review and processing procedures completed including authority for County Treasurer to issue payment(s)/check(s).

BACKGROUND

C-08-399-02-09

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1202-431-00-122-031-0-733
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
PO#618129 has \$569,005.57 available as of 04/01/2009.

Attachments

Link: [Payment No.1](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	04/02/2009 01:58 PM	APRV
2	Budget & Management	Ivan Cantu	04/02/2009 02:44 PM	APRV
3	Roland Garcia	Rolando Garcia	04/03/2009 12:57 PM	APRV
4	Auditor's Office		04/03/2009 04:01 PM	NEW

Form Started By: Yolanda Cisneros
Started On: 04/01/2009 04:03 PM
Final Approval Date: 04/03/2009

APPLICATION FOR PMT #1

To: HIDALGO COUNTY PRECINCT NO. 2 (OWNER)
 From: OG Construction Company, LLC (CONTRACTOR)
 Contract: C-08-399-02-09
 Project: Tower Road Drainage
 OWNER's Contract No. C-08-399-02-09 ENGINEER's Project No. ENG06.019b
 For Work accomplished through the date of: 25-Mar-2009

1. Original Contract Price:		\$	569,005.57
2. Net change by Change Orders and Written Agreements (+ or -):		\$	-
3. Current Contract Price (1 plus 2):		\$	569,005.57
4. Total completed and stored to date:		\$	182,308.90
5. Retainage (per Agreement):			
10% of completed Work:	\$	18,230.89	
10% of stored material:	\$	-	
Total Retainage:		\$	18,230.89
6. Total completed and stored to date less retainage (4 minus 5):		\$	164,078.01
7. Less previous Application for Payments:		\$	-
8. Balance to Finish:		\$	386,696.67
9. AMOUNT DUE THIS APPLICATION (6 MINUS 7):		\$	164,078.01

618129

9-1202-431-00-122-031-0-733

Req. #149654

Accompanying Documentation:

CONTRACTOR'S Certification:

The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR's legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through PMT #1 inclusive; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective.

Dated 27-Mar-09

OG Construction Company, LLC

CONTRACTOR

By: [Signature]

State of Texas

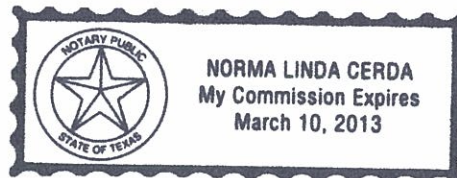
County of Hidalgo

Subscribed and sworn to before me this 27th
 day of March 2009

[Signature]

Notary Public

My Commission expires: 3-10-2013



Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated 27-Mar-09

R. GUTIERREZ ENGINEERING CORPORATION

ENGINEER

By: [Signature] P.E. 3/26/09

INVOICE RECEIVED BY:

[Signature] ON 3/31/09

GOODS/SERVICES RECEIVED BY:

Hector Palacios ON 3/31/09

Contractor Name: OG Construction Company, LLC

Starting Date: 2-Mar-2009

Project Ending Date: 15-Jun-2009

Retainage Percent: 10%

Application: PMT #1

Application Date: 27-Mar-2009

Period To: 25-Mar-2009

Engineer Firm: R. Gutierrez Eng. Corp.

Summary										
Contract Number	Description	Original Schedule Value	Application #1	Retainage for App #1	Payment for Application #1	Total Completed to Date	Retainage to Date	Total Completed Less Retainage	Previous Payments	Balance To Finish
C-08-399-02-09	Tower Road Drainage	\$ 569,005.57	\$ 182,308.90	\$ 18,230.89	\$ 164,078.01	\$ 182,308.90	\$ 18,230.89	\$ 164,078.01	\$ -	\$ 386,696.67
	TOTALS:	\$ 569,005.57	\$ 182,308.90	\$ 18,230.89	\$ 164,078.01	\$ 182,308.90	\$ 18,230.89	\$ 164,078.01	\$ -	\$ 386,696.67

3/27/2009

Contractor Name: OG Construction Company, LLC
 Starting Date: 2-Mar-2009
 Project Ending Date: 15-Jun-2009
 Engineer's / County Project Desc: Tower Road Drainage

Application: PMT #1
 Application Date: 27-Mar-2009
 Period To: 25-Mar-2009
 Engineer's / County Project No.: ENG06.019b

No.	Item Code	Description	Unit	Original Schedule Value				Application #1				Balance To Finish	
				Original Rates	Quan	Dollars		Monthly Quan	QTY to Date	Item Cost (Monthly)	Total to Date	Quan	Dollars
		(905) DRAINAGE											
1	*400	Cement Stabilized Backfill	CY	\$ 20.00	959.00	\$ 19,180.00		75.00	75.00	\$ 1,500.00	\$ 1,500.00	884.00	\$ 17,680.00
2	*400	Cut & Restore Pavement	SY	\$ 36.10	397.70	\$ 14,356.97			-	\$ -	\$ -	397.70	\$ 14,356.97
3	*402	Trench Excavation Protection	LF	\$ 1.25	5,762.00	\$ 7,202.50		1,824.00	1,824.00	\$ 2,280.00	\$ 2,280.00	3,938.00	\$ 4,922.50
4	464	RC Pipe (CL III)(18")	LF	\$ 29.50	1,561.00	\$ 46,049.50		144.00	144.00	\$ 4,248.00	\$ 4,248.00	1,417.00	\$ 41,801.50
5	464	RC Pipe (CL III)(24")	LF	\$ 33.90	2,183.00	\$ 74,003.70			-	\$ -	\$ -	2,183.00	\$ 74,003.70
6	464	RC Pipe (CL III)(30")	LF	\$ 54.50	1,200.00	\$ 65,400.00			-	\$ -	\$ -	1,200.00	\$ 65,400.00
7	464	RC Pipe (CL III)(36")	LF	\$ 65.50	1,182.00	\$ 77,421.00		595.00	595.00	\$ 38,972.50	\$ 38,972.50	587.00	\$ 38,448.50
8	464	RC Pipe (CL III)(42")	LF	\$ 90.10	1,229.00	\$ 110,732.90		1,229.00	1,229.00	\$ 110,732.90	\$ 110,732.90	0.00	\$ -
9	465	Inlet (Comp)Ty "C"	EA	\$ 3,100.00	40.00	\$ 124,000.00		7.00	7.00	\$ 21,700.00	\$ 21,700.00	33.00	\$ 102,300.00
10	465	Manhole (Comp) Ty "A"	EA	\$ 2,200.50	5.00	\$ 11,002.50		1.00	1.00	\$ 2,200.50	\$ 2,200.50	4.00	\$ 8,802.00
11	*467	Safety End Treatment (18")(4:1)	EA	\$ 600.00	1.00	\$ 600.00			-	\$ -	\$ -	1.00	\$ 600.00
12	*467	Safety End Treatment (18")(3:1)	EA	\$ 700.00	2.00	\$ 1,400.00			-	\$ -	\$ -	2.00	\$ 1,400.00
13	*506	Construction Exits (Ty II)(Install)	SY	\$ 15.50	252.00	\$ 3,906.00			-	\$ -	\$ -	252.00	\$ 3,906.00
14	*506	Construction Exits (Ty II)(Remove)	SY	\$ 5.50	252.00	\$ 1,386.00			-	\$ -	\$ -	252.00	\$ 1,386.00
15	*506	Temp Sediment Control Fence	LF	\$ 2.25	1,668.00	\$ 3,753.00		300.00	300.00	\$ 675.00	\$ 675.00	1,368.00	\$ 3,078.00
16	4035	RC Low Head Pressr Pipe (CL III)(18 IN)	LF	\$ 22.35	90.00	\$ 2,011.50			-	\$ -	\$ -	90.00	\$ 2,011.50
17	4035	RC Low Head Pressr Pipe (CL III)(24 IN)	LF	\$ 32.50	80.00	\$ 2,600.00			-	\$ -	\$ -	80.00	\$ 2,600.00
18	4035	Stand Pipe (24 IN)	EA	\$ 4,000.00	1.00	\$ 4,000.00			-	\$ -	\$ -	1.00	\$ 4,000.00
		Total Drainage				\$ 569,005.57				\$ 182,308.90			\$ 386,696.67
		(906) DRAINAGE											
1	0		EA	\$ -	0.00	\$ -			-	\$ -	\$ -	0.00	\$ -
2	0		EA	\$ -	0.00	\$ -			-	\$ -	\$ -	0.00	\$ -
3	0		LF	\$ -	0.00	\$ -			-	\$ -	\$ -	0.00	\$ -
4	0		SY	\$ -	0.00	\$ -			-	\$ -	\$ -	0.00	\$ -
5	0		SY	\$ -	0.00	\$ -			-	\$ -	\$ -	0.00	\$ -
6	0		LF	\$ -	0.00	\$ -			-	\$ -	\$ -	0.00	\$ -
7	0		LF	\$ -	0.00	\$ -			-	\$ -	\$ -	0.00	\$ -
8	0		LF	\$ -	0.00	\$ -			-	\$ -	\$ -	0.00	\$ -
9	0		LF	\$ -	0.00	\$ -			-	\$ -	\$ -	0.00	\$ -
10	0		EA	\$ -	0.00	\$ -			-	\$ -	\$ -	0.00	\$ -
		Total Drainage				\$ -				\$ -			\$ -
		TOTAL BASE AMOUNTS:				\$ 569,005.57				\$ 182,308.90	\$ -		\$ 386,696.67

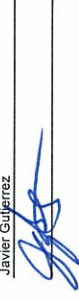
Printed Name:

Javier Gutierrez

Date:

27-Mar-2009

Signature:





March 31, 2009

List of Suppliers for Tower Road Drainage:

- 1.) L&R Precast
3807 N. Bentsen Palm Dr.
Mission, TX 78572
Office: 956 583-6293
- 2.) Rio Valley Pipe
7301 W. Expressway 83
Mission, TX 78572
Office: 956 585-8675

There are no sub-contractors for this job.

A handwritten signature in dark ink, appearing to read 'D Garcia', is written over a horizontal line.

Diana Garcia- Purchasing Director



3807 N. Bentsen Palm Dr. - Mission, TX 78572
Office: (956) 583-6293 - Sales: (956) 789-7784 - Fax: (956) 424-1099

MATERIAL SUPPLIER'S PARTIAL RELEASE OF CLAIM

CONTRACTOR: O.G. CONSTRUCTION
PROJECT NAME: TOWER RD DRAINAGE ITEMS
PROJECT LOCATION: TOWER RD. ALAMO, TX.

The undersigned certifies that all materials required and furnished by the undersigned as Material Supplier in connection with the above named Project have been paid in the amount of \$ 0.00 through March 15th 2009 and when the check has been properly endorsed and has been paid by the bank upon which it is drawn, this document shall become effective, and agrees to indemnify and save harmless the said.

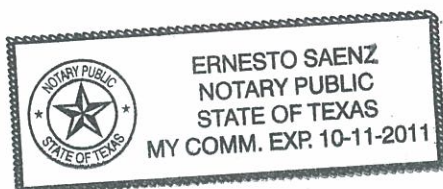
UNPAID BALANCE DUE \$21,665.00 AS OF MARCH 15th, 2009.
Against all loss, damages, cost or expenses of any character whatsoever that may arise by reason of claims for unpaid materials used in connection with said improvements.

3/30/2009
STATE OF TEXAS
COUNTY OF HIDALGO

L & R PRECAST CONCRETE WORKS, INC.


RUFINO GARZA JR. PRESIDENT

SWORN TO AND SUSCRIBED BEFORE ME on this date MARCH 31, 2009, to which
witness my hand and seal of office.



Notary public in and for the state of TEXAS



Partial Waiver of Lien

WHEREAS, the undersigned **Rio Valley Pipe Ltd.** has been employed by **O.G. CONSTRUCTION** to furnish labor and/or materials for the **Tower Rd Drainage Items** for the construction at **Tower Rd Drainage** in **San Juan, TX.**

NOW, THEREFORE, for and in consideration of Seventy Eight Thousand Three Hundred and Forty One DOLLARS and Sixty CENTS (\$78,341.60) and other valuable considerations, the receipt whereof is hereby acknowledge, the undersigned does hereby waive and release any and all lien or claim or right of lien on the above described premises and the improvements thereon, under the Statutes of the State in which the aforesaid building is located relating to mechanics' liens, and on the monies or other consideration due or to become due from the owner, and on account of labor or materials, or both, or which may be furnished by the undersigned to or on account of the said individual or firm therein named for the said premises or improvements.

Balance Remaining Upon Receipt of Payment as of 3-15-2009: \$ \$0.00

Dated: 3-30-09

NOTORIZATION REQUIRED

State of TEXAS

County of HIDALGO

Rio Valley Pipe LLC
(Company Name)

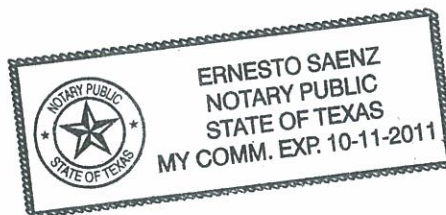
By: [Signature]
(Signature of Sole Owner or Company Officer)

Signed and sworn to before me
this 30th day of March, 2009

MANAGING PARTNER
(Title)

[Signature]
(Notary Public Signature)

My Commission Expires 10-11-2011



Date 3-6-09

I, Omar Felipe Garcia President

(Name of Signatory Party) _____ (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

O.G. Utility Group LLC

on the

(Contractor or Subcontractor)

Tower Road Drainage

; that during the payroll period commencing on the

(Building or Work)

26th day of Feb, and ending the 4th day of Mar, 2009,

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

OG CONSTRUCTION CO. LLC from the full

(Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. 276c), and described below:

SEE DEDUCTION COLUMNS IN THIS PAYROLL.

NOTE: Being Paid Weekly

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

- ☐ - Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in Section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)

EXPLANATION

REMARKS:

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

- ☐ - in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in Section 4(c) below.

NAME AND TITLE
OMAR FELIPE GARCIA
PRESIDENT

SIGNATURE

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

1:27 PM

03/06/09

Accrual Basis

OG Utility Group LLC
JOB COST-TOWER RD DRAINAGE
As of March 4, 2009

Type	Date	Num	Source Name	Memo	Amount
7280 - Taxes-payroll					
Paycheck	2/26/2009	4209	DANIEL A SANCHEZ		5.57
Paycheck	2/26/2009	4209	DANIEL A SANCHEZ		1.30
Paycheck	2/26/2009	4209	DANIEL A SANCHEZ		0.72
Paycheck	2/26/2009	4209	DANIEL A SANCHEZ		0.00
Paycheck	2/26/2009	4210	DANIEL SANCHEZ		5.57
Paycheck	2/26/2009	4210	DANIEL SANCHEZ		1.30
Paycheck	2/26/2009	4210	DANIEL SANCHEZ		0.72
Paycheck	2/26/2009	4210	DANIEL SANCHEZ		0.00
Paycheck	2/26/2009	4219	MARIO A SANCHEZ		6.46
Paycheck	2/26/2009	4219	MARIO A SANCHEZ		1.51
Paycheck	2/26/2009	4219	MARIO A SANCHEZ		0.83
Paycheck	2/26/2009	4219	MARIO A SANCHEZ		0.00
Paycheck	2/26/2009	4224	ALI MOYA		66.77
Paycheck	2/26/2009	4224	ALI MOYA		15.61
Paycheck	2/26/2009	4224	ALI MOYA		0.00
Paycheck	2/26/2009	4224	ALI MOYA		0.00
Paycheck	2/26/2009	4230	NORMA L CERDA		15.50
Paycheck	2/26/2009	4230	NORMA L CERDA		3.62
Paycheck	2/26/2009	4230	NORMA L CERDA		2.00
Paycheck	2/26/2009	4230	NORMA L CERDA		0.00
Paycheck	2/26/2009	4232	RUBEN G ROSALES		35.77
Paycheck	2/26/2009	4232	RUBEN G ROSALES		8.36
Paycheck	2/26/2009	4232	RUBEN G ROSALES		4.61
Paycheck	2/26/2009	4232	RUBEN G ROSALES		0.00
Paycheck	2/26/2009	4235	ADOLFO RESEND...		10.58
Paycheck	3/4/2009	4235	ADOLFO RESEND...		2.47
Paycheck	3/4/2009	4235	ADOLFO RESEND...		1.37
Paycheck	3/4/2009	4235	ADOLFO RESEND...		0.17
Paycheck	3/4/2009	4236	DANIEL A SANCHEZ		21.42
Paycheck	3/4/2009	4236	DANIEL A SANCHEZ		5.01
Paycheck	3/4/2009	4236	DANIEL A SANCHEZ		2.76
Paycheck	3/4/2009	4236	DANIEL A SANCHEZ		0.00
Paycheck	3/4/2009	4237	DANIEL SANCHEZ		21.42
Paycheck	3/4/2009	4237	DANIEL SANCHEZ		5.01
Paycheck	3/4/2009	4237	DANIEL SANCHEZ		2.76
Paycheck	3/4/2009	4237	DANIEL SANCHEZ		0.00
Paycheck	3/4/2009	4238	ESEQUIEL E CAM...		22.17
Paycheck	3/4/2009	4238	ESEQUIEL E CAM...		5.19
Paycheck	3/4/2009	4238	ESEQUIEL E CAM...		2.86
Paycheck	3/4/2009	4238	ESEQUIEL E CAM...		0.00
Paycheck	3/4/2009	4241	HOMERO A REYNA		14.87
Paycheck	3/4/2009	4241	HOMERO A REYNA		3.48
Paycheck	3/4/2009	4241	HOMERO A REYNA		1.92
Paycheck	3/4/2009	4241	HOMERO A REYNA		0.00
Paycheck	3/4/2009	4239	GILBERTO BARRI...		17.51
Paycheck	3/4/2009	4239	GILBERTO BARRI...		4.10
Paycheck	3/4/2009	4239	GILBERTO BARRI...		2.26
Paycheck	3/4/2009	4239	GILBERTO BARRI...		0.00

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03/06/09

Accrual Basis

OG Utility Group LLC

JOB COST-TOWER RD DRAINAGE

As of March 4, 2009

Type	Date	Num	Source Name	Memo	Amount
Paycheck	3/4/2009	4251	ALI MOYA		66.77
Paycheck	3/4/2009	4251	ALI MOYA		15.62
Paycheck	3/4/2009	4251	ALI MOYA		0.00
Paycheck	3/4/2009	4251	ALI MOYA		0.00
Paycheck	3/4/2009	4257	NORMA L CERDA		15.50
Paycheck	3/4/2009	4257	NORMA L CERDA		3.63
Paycheck	3/4/2009	4257	NORMA L CERDA		2.00
Paycheck	3/4/2009	4257	NORMA L CERDA		0.00
Paycheck	3/4/2009	4259	RUBEN G ROSALES		35.77
Paycheck	3/4/2009	4259	RUBEN G ROSALES		8.37
Paycheck	3/4/2009	4259	RUBEN G ROSALES		4.62
Paycheck	3/4/2009	4259	RUBEN G ROSALES		0.00
Total 7280 - Taxes-payroll					475.83
7900 - Wages					
Paycheck	2/26/2009	4209	DANIEL A SANCHEZ		89.85
Paycheck	2/26/2009	4210	DANIEL SANCHEZ		89.85
Paycheck	2/26/2009	4219	MARIO A SANCHEZ		104.13
Paycheck	2/26/2009	4224	ALI MOYA		1,076.92
Paycheck	2/26/2009	4230	NORMA L CERDA		250.00
Paycheck	2/26/2009	4232	RUBEN G ROSALES		576.92
Paycheck	3/4/2009	4235	ADOLFO RESEND...		170.68
Paycheck	3/4/2009	4236	DANIEL A SANCHEZ		345.45
Paycheck	3/4/2009	4237	DANIEL SANCHEZ		345.45
Paycheck	3/4/2009	4238	ESEQUIEL E CAM...		357.52
Paycheck	3/4/2009	4241	HOMERO A REYNA		239.85
Paycheck	3/4/2009	4239	GILBERTO BARRI...		282.39
Paycheck	3/4/2009	4251	ALI MOYA		1,076.92
Paycheck	3/4/2009	4257	NORMA L CERDA		250.00
Paycheck	3/4/2009	4259	RUBEN G ROSALES		576.92
Total 7900 - Wages					5,832.85
TOTAL					6,308.68

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03/31/09

Accrual Basis

OG Utility Group LLC
JOB COST-TOWER RD DRAINAGE
As of March 25, 2009

Type	Date	Num	Source Name	Memo	Amount
7280 · Taxes-payroll					
Paycheck	3/10/2009	4265	ADOLFO RESEND...		17.36
Paycheck	3/10/2009	4265	ADOLFO RESEND...		4.07
Paycheck	3/10/2009	4265	ADOLFO RESEND...		2.24
Paycheck	3/10/2009	4265	ADOLFO RESEND...		0.28
Paycheck	3/10/2009	4266	DANIEL A SANCHEZ		24.73
Paycheck	3/10/2009	4266	DANIEL A SANCHEZ		5.79
Paycheck	3/10/2009	4266	DANIEL A SANCHEZ		3.19
Paycheck	3/10/2009	4266	DANIEL A SANCHEZ		0.00
Paycheck	3/10/2009	4267	DANIEL SANCHEZ		21.90
Paycheck	3/10/2009	4267	DANIEL SANCHEZ		5.12
Paycheck	3/10/2009	4267	DANIEL SANCHEZ		2.83
Paycheck	3/10/2009	4267	DANIEL SANCHEZ		0.00
Paycheck	3/10/2009	4268	ESEQUIEL E CAM...		30.56
Paycheck	3/10/2009	4268	ESEQUIEL E CAM...		7.15
Paycheck	3/10/2009	4268	ESEQUIEL E CAM...		3.94
Paycheck	3/10/2009	4268	ESEQUIEL E CAM...		0.00
Paycheck	3/10/2009	4269	GILBERTO BARRI...		24.91
Paycheck	3/10/2009	4269	GILBERTO BARRI...		5.82
Paycheck	3/10/2009	4269	GILBERTO BARRI...		3.21
Paycheck	3/10/2009	4269	GILBERTO BARRI...		0.00
Paycheck	3/10/2009	4271	HOMERO A REYNA		21.46
Paycheck	3/10/2009	4271	HOMERO A REYNA		5.02
Paycheck	3/10/2009	4271	HOMERO A REYNA		2.77
Paycheck	3/10/2009	4271	HOMERO A REYNA		0.00
Paycheck	3/10/2009	4278	RICARDO GARCIA		12.43
Paycheck	3/10/2009	4278	RICARDO GARCIA		2.91
Paycheck	3/10/2009	4278	RICARDO GARCIA		1.60
Paycheck	3/10/2009	4281	ALI MOYA		0.00
Paycheck	3/10/2009	4281	ALI MOYA		66.77
Paycheck	3/10/2009	4281	ALI MOYA		15.61
Paycheck	3/10/2009	4281	ALI MOYA		0.00
Paycheck	3/10/2009	4281	ALI MOYA		0.00
Paycheck	3/10/2009	4286	NORMA L CERDA		15.50
Paycheck	3/10/2009	4286	NORMA L CERDA		3.62
Paycheck	3/10/2009	4286	NORMA L CERDA		2.00
Paycheck	3/10/2009	4286	NORMA L CERDA		0.00
Paycheck	3/18/2009	4293	ADOLFO RESEND...		17.37
Paycheck	3/18/2009	4293	ADOLFO RESEND...		4.06
Paycheck	3/18/2009	4293	ADOLFO RESEND...		2.24
Paycheck	3/18/2009	4293	ADOLFO RESEND...		0.28
Paycheck	3/18/2009	4294	DANIEL A SANCHEZ		20.76
Paycheck	3/18/2009	4294	DANIEL A SANCHEZ		4.85
Paycheck	3/18/2009	4294	DANIEL A SANCHEZ		2.68
Paycheck	3/18/2009	4294	DANIEL A SANCHEZ		0.00
Paycheck	3/18/2009	4295	DANIEL SANCHEZ		21.07
Paycheck	3/18/2009	4295	DANIEL SANCHEZ		4.93
Paycheck	3/18/2009	4295	DANIEL SANCHEZ		2.72
Paycheck	3/18/2009	4295	DANIEL SANCHEZ		0.00

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Accrual Basis

OG Utility Group LLC

JOB COST-TOWER RD DRAINAGE

As of March 25, 2009

Type	Date	Num	Source Name	Memo	Amount
Paycheck	3/18/2009	4296	ESEQUIEL E CAM...		12.10
Paycheck	3/18/2009	4296	ESEQUIEL E CAM...		2.83
Paycheck	3/18/2009	4296	ESEQUIEL E CAM...		1.56
Paycheck	3/18/2009	4296	ESEQUIEL E CAM...		0.00
Paycheck	3/18/2009	4297	GILBERTO BARRI...		16.84
Paycheck	3/18/2009	4297	GILBERTO BARRI...		3.94
Paycheck	3/18/2009	4297	GILBERTO BARRI...		2.17
Paycheck	3/18/2009	4297	GILBERTO BARRI...		0.00
Paycheck	3/18/2009	4299	HOMERO A REYNA		4.19
Paycheck	3/18/2009	4299	HOMERO A REYNA		0.98
Paycheck	3/18/2009	4299	HOMERO A REYNA		0.54
Paycheck	3/18/2009	4299	HOMERO A REYNA		0.00
Paycheck	3/18/2009	4300	JOHN LOUIS GAR...		9.32
Paycheck	3/18/2009	4300	JOHN LOUIS GAR...		2.18
Paycheck	3/18/2009	4300	JOHN LOUIS GAR...		1.20
Paycheck	3/18/2009	4301	JOHN LOUIS GAR...		0.15
Paycheck	3/18/2009	4301	JUAN CARLOS P ...		12.25
Paycheck	3/18/2009	4301	JUAN CARLOS P ...		2.86
Paycheck	3/18/2009	4301	JUAN CARLOS P ...		1.58
Paycheck	3/18/2009	4301	JUAN CARLOS P ...		0.00
Paycheck	3/18/2009	4308	THOMAS RODRIG...		4.18
Paycheck	3/18/2009	4308	THOMAS RODRIG...		0.98
Paycheck	3/18/2009	4308	THOMAS RODRIG...		0.54
Paycheck	3/18/2009	4308	THOMAS RODRIG...		0.00
Paycheck	3/25/2009	4312	ALI MOYA		133.54
Paycheck	3/25/2009	4312	ALI MOYA		31.23
Paycheck	3/25/2009	4312	ALI MOYA		0.00
Paycheck	3/25/2009	4312	ALI MOYA		0.00
Paycheck	3/25/2009	4316	ESTEBAN GARZA		107.30
Paycheck	3/25/2009	4316	ESTEBAN GARZA		25.10
Paycheck	3/25/2009	4316	ESTEBAN GARZA		0.00
Paycheck	3/25/2009	4316	ESTEBAN GARZA		0.00
Paycheck	3/25/2009	4318	NORMA L CERDA		31.00
Paycheck	3/25/2009	4318	NORMA L CERDA		7.25
Paycheck	3/25/2009	4318	NORMA L CERDA		4.00
Paycheck	3/25/2009	4318	NORMA L CERDA		0.00
Paycheck	3/25/2009	4321	ADOLFO RESEND...		18.94
Paycheck	3/25/2009	4321	ADOLFO RESEND...		4.43
Paycheck	3/25/2009	4321	ADOLFO RESEND...		2.45
Paycheck	3/25/2009	4321	ADOLFO RESEND...		0.31
Paycheck	3/25/2009	4322	BALDEMAR LOPEZ		25.05
Paycheck	3/25/2009	4322	BALDEMAR LOPEZ		5.86
Paycheck	3/25/2009	4322	BALDEMAR LOPEZ		3.23
Paycheck	3/25/2009	4322	BALDEMAR LOPEZ		0.40
Paycheck	3/25/2009	4323	DANIEL A SANCHEZ		18.21
Paycheck	3/25/2009	4323	DANIEL A SANCHEZ		4.26
Paycheck	3/25/2009	4323	DANIEL A SANCHEZ		2.35
Paycheck	3/25/2009	4323	DANIEL A SANCHEZ		0.00
Paycheck	3/25/2009	4324	DANIEL SANCHEZ		18.27

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03/31/09

Accrual Basis

OG Utility Group LLC
JOB COST-TOWER RD DRAINAGE
As of March 25, 2009

Type	Date	Num	Source Name	Memo	Amount
Paycheck	3/25/2009	4324	DANIEL SANCHEZ		4.27
Paycheck	3/25/2009	4324	DANIEL SANCHEZ		2.35
Paycheck	3/25/2009	4324	DANIEL SANCHEZ		0.00
Paycheck	3/25/2009	4325	ESEQUIEL E CAM...		26.17
Paycheck	3/25/2009	4325	ESEQUIEL E CAM...		6.12
Paycheck	3/25/2009	4325	ESEQUIEL E CAM...		3.37
Paycheck	3/25/2009	4325	ESEQUIEL E CAM...		0.00
Paycheck	3/25/2009	4326	GILBERTO BARRI...		22.44
Paycheck	3/25/2009	4326	GILBERTO BARRI...		5.25
Paycheck	3/25/2009	4326	GILBERTO BARRI...		2.89
Paycheck	3/25/2009	4326	GILBERTO BARRI...		0.00
Paycheck	3/25/2009	4328	HOMERO A REYNA		12.32
Paycheck	3/25/2009	4328	HOMERO A REYNA		2.88
Paycheck	3/25/2009	4328	HOMERO A REYNA		1.59
Paycheck	3/25/2009	4328	HOMERO A REYNA		0.00
Paycheck	3/25/2009	4329	JOHN LOUIS GAR...		18.03
Paycheck	3/25/2009	4329	JOHN LOUIS GAR...		4.22
Paycheck	3/25/2009	4329	JOHN LOUIS GAR...		2.33
Paycheck	3/25/2009	4329	JOHN LOUIS GAR...		0.29
Paycheck	3/25/2009	4334	MARIO A SANCHEZ		3.28
Paycheck	3/25/2009	4334	MARIO A SANCHEZ		0.77
Paycheck	3/25/2009	4334	MARIO A SANCHEZ		0.42
Paycheck	3/25/2009	4335	MARIO E RESEND...		0.00
Paycheck	3/25/2009	4335	MARIO E RESEND...		21.35
Paycheck	3/25/2009	4335	MARIO E RESEND...		4.99
Paycheck	3/25/2009	4335	MARIO E RESEND...		2.75
Paycheck	3/25/2009	4335	MARIO E RESEND...		0.00
Paycheck	3/25/2009	4336	NOE A. GUERRA		17.78
Paycheck	3/25/2009	4336	NOE A. GUERRA		4.16
Paycheck	3/25/2009	4336	NOE A. GUERRA		2.29
Paycheck	3/25/2009	4337	RICARDO GARCIA		0.29
Paycheck	3/25/2009	4337	RICARDO GARCIA		6.11
Paycheck	3/25/2009	4337	RICARDO GARCIA		1.43
Paycheck	3/25/2009	4337	RICARDO GARCIA		0.79
Paycheck	3/25/2009	4337	RICARDO GARCIA		0.00
Total 7280 · Taxes-payroll					1,098.25

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03/31/09

Accrual Basis

OG Utility Group LLC
JOB COST-TOWER RD DRAINAGE
As of March 25, 2009

Type	Date	Num	Source Name	Memo	Amount
7900 - Wages					
Paycheck	3/10/2009	4265	ADOLFO RESEND...		280.00
Paycheck	3/10/2009	4266	DANIEL A SANCHEZ		264.75
Paycheck	3/10/2009	4266	DANIEL A SANCHEZ		134.10
Paycheck	3/10/2009	4267	DANIEL SANCHEZ		353.25
Paycheck	3/10/2009	4268	ESEQUIEL E CAM...		375.09
Paycheck	3/10/2009	4268	ESEQUIEL E CAM...		117.80
Paycheck	3/10/2009	4269	GILBERTO BARRI...		302.55
Paycheck	3/10/2009	4269	GILBERTO BARRI...		99.20
Paycheck	3/10/2009	4271	HOMERO A REYNA		265.95
Paycheck	3/10/2009	4271	HOMERO A REYNA		80.10
Paycheck	3/10/2009	4278	RICARDO GARCIA		200.45
Paycheck	3/10/2009	4281	ALI MOYA		1,076.92
Paycheck	3/10/2009	4286	NORMA L CERDA		250.00
Paycheck	3/18/2009	4293	ADOLFO RESEND...		280.00
Paycheck	3/18/2009	4294	DANIEL A SANCHEZ		334.80
Paycheck	3/18/2009	4295	DANIEL SANCHEZ		339.75
Paycheck	3/18/2009	4296	ESEQUIEL E CAM...		195.07
Paycheck	3/18/2009	4297	GILBERTO BARRI...		271.63
Paycheck	3/18/2009	4299	HOMERO A REYNA		67.65
Paycheck	3/18/2009	4300	JOHN LOUIS GAR...		150.27
Paycheck	3/18/2009	4301	JUAN CARLOS P ...		162.78
Paycheck	3/18/2009	4301	JUAN CARLOS P ...		34.85
Paycheck	3/18/2009	4308	THOMAS RODRIG...		67.43
Paycheck	3/25/2009	4312	ALI MOYA		2,153.85
Paycheck	3/25/2009	4316	ESTEBAN GARZA		1,730.77
Paycheck	3/25/2009	4316	NORMA L CERDA		500.00
Paycheck	3/25/2009	4318	ADOLFO RESEND...		280.00
Paycheck	3/25/2009	4321	ADOLFO RESEND...		25.55
Paycheck	3/25/2009	4322	BALDEMAR LOPEZ		404.07
Paycheck	3/25/2009	4323	DANIEL A SANCHEZ		293.70
Paycheck	3/25/2009	4324	DANIEL SANCHEZ		294.75
Paycheck	3/25/2009	4325	ESEQUIEL E CAM...		380.00
Paycheck	3/25/2009	4325	ESEQUIEL E CAM...		42.04
Paycheck	3/25/2009	4326	GILBERTO BARRI...		361.83
Paycheck	3/25/2009	4328	HOMERO A REYNA		151.80
Paycheck	3/25/2009	4328	HOMERO A REYNA		46.80
Paycheck	3/25/2009	4329	JOHN LOUIS GAR...		280.00
Paycheck	3/25/2009	4329	JOHN LOUIS GAR...		10.85
Paycheck	3/25/2009	4334	MARIO A SANCHEZ		52.98
Paycheck	3/25/2009	4335	MARIO E RESEND...		344.31
Paycheck	3/25/2009	4336	NOE A. GUERRA		286.75
Paycheck	3/25/2009	4337	RICARDO GARCIA		98.48
Total 7900 - Wages					13,442.92
TOTAL					14,541.17

R. Gutierrez Engineering Corporation**Transmittal Form**

130 E. Park Ave. - Pharr, Texas 78577

Telephone: 956 - 782 - 2557

Fax: 956 - 782 - 2558

TO: HIDALGO County Pct #2
YOLI CISNEROSFROM: JAVIER GUTIERREZSUBJECT: TOWER RD DRAINAGE PMT #1PROJECT NO.: ENG06-019BDATE: 3/31/2009

WE ARE SENDING YOU ☐ ATTACHED ☐ UNDER SEPARATE COVER VIA ☐ Hand Delivery ☐ THE FOLLOWING ITEMS:

☐ BLUEPRINTS	☐ PLANS	☐ SHOP DRAWINGS	☐ CD
☐ CHANGE ORDER	☐ SAMPLES	☐ PAYMENT REQUEST	☐ OTHER
☐ BID TABULATION	☐ CONTRACT DOCUMENTS	☐ RECORD DRAWINGS	☐ 3 1/2" DISKETTE

QUANTITY / SETS	DATED	ITEM DESCRIPTION
1		PMT APPLICATION # 1
1		SCHEDULE OF VALUES
1		QUANTITY WORKSHEET
1		SUPPLIER'S LIST
2		PARTIAL RELEASE
1		EMPLOYEE PAYROLL
1		CHANGE ORDER # 1
1		C.O. TABULATION

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 APPROVAL
☐ AS REQUESTED	☐ FOR FURTHER PROCESSING	☐ ON LOAN
☐ FOR REVIEW AND COMMENT	☐ FOR SIGNATURE	☐ OTHER

COMMENTS:

Copy Distribution file

Received by:

Jolanda Cisneros
3/31/09 @ 3:52pm

R. Gutierrez Engineering Corporation**Transmittal Form**

130 E. Park Ave. - Pharr, Texas 78577

Telephone: 956 - 782 - 2557

Fax: 956 - 782 - 2558

TO: HIDALGO County Pct #2
YOLY CISNEROSFROM: JAVIER GUTIERREZSUBJECT: TOWER RD DRAINAGE PMT #1PROJECT NO.: ENG06.019BDATE: 3/31/2009

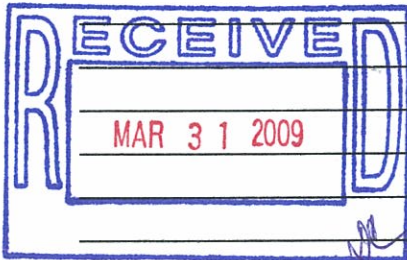
WE ARE SENDING YOU	ATTACHED	UNDER SEPARATE COVER VIA	Hand Delivery	THE FOLLOWING ITEMS:
☐ BLUEPRINTS	☐ PLANS	☐ SHOP DRAWINGS	☐ CD	
☐ CHANGE ORDER	☐ SAMPLES	☐ PAYMENT REQUEST	☐ OTHER	
☐ BID TABULATION	☐ CONTRACT DOCUMENTS	☐ RECORD DRAWINGS	☐ 3 1/2" DISKETTE	

QUANTITY / SETS	DATED	ITEM DESCRIPTION
1		PMT APPLICATION #1
1		SCHEDULE OF VALUES
1		QUANTITY WORKSHEET
1		SUPPLIER'S LIST
2		PARTIAL RELEASE
1		EMPLOYEE PAYROLL
1		CHANGE ORDER #1
1		C.O. TABULATION

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 APPROVAL
☐ AS REQUESTED	☐ FOR FURTHER PROCESSING	☐ ON LOAN
☐ FOR REVIEW AND COMMENT	☐ FOR SIGNATURE	☐ OTHER

COMMENTS:



Copy Distribution file

Received by:

Jolanda Cisneros
3/31/09 @ 3:52pm

AI-14755**10.D.****Invoice #299162 TEDSI Infrastructure Group Pct. No. 1****CC CONSENT**

Date: 04/07/2009
Submitted By: Marcie Jackson, COLONIA ACCESS PROGRAM
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. 299162 in the amount of \$17,716.41 (3rd Call, several colonias) as submitted by project engineer: TEDSI Infrastructure Engineering.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1312-431-00-121-XXX-X-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Amount available for P.O.# 615985 \$189,413.50 as of 3-27-09 for several round III colonia projects for TedsI Infrastructure Group.

Attachments

Link: Invoice #299162 TEDSI Infrastructure Group Pct. No. 1

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Yvette Islas	Yvette Islas	03/25/2009 04:33 PM	APRV
2	Purchasing Department	Marty Salazar	03/27/2009 09:52 AM	APRV
3	Budget & Management	Veronica Lopez	03/27/2009 09:56 AM	APRV
4	Ivan Cantu	Ivan Cantu	03/27/2009 10:03 AM	APRV
5	Auditor's Office		04/03/2009 04:01 PM	NEW

Form Started By: Marcie Jackson
Started On: 03/25/2009 04:17 PM

Final Approval Date: 04/03/2009



TEDSI INFRASTRUCTURE GROUP
Consulting Engineers

TEDSI

1201 East Expressway 83
Mission, Texas 78572
956-424-7898 (Phone)
956-424-7022 (Fax)

INVOICE

Hidalgo County Precinct No. 1
Mr. John Paul Lugo
1902 Joe Stephens Ave.
Weslaco, Texas 78570

Invoice Date: January 31, 2009
TEDSI Invoice No.: 299162
TEDSI Project No.: 2009-1027-01
Invoice Period: Through January 31, 2009

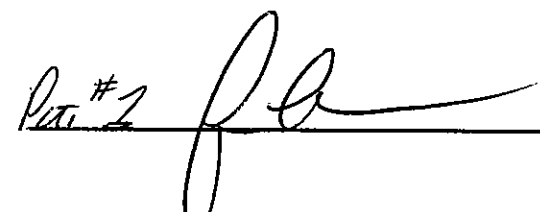
TRAFFIC ENGINEERING SERVICES
Hidalgo County Border Colonias Access Program Round III (HC BCAP III)
Purchase Order No. 615985
Agreement #C-CAP-08-028-10-28

Contract Amount	Contract Amount Remaining
\$189,413.50	\$171,697.09

Task	Fee	% Complete		Amount	
		This Period	To Date	This Period	To Date
Preliminary Engineering (PER)	\$40,236.08	15%	15%	\$6,035.41	\$6,035.41
Design Field Survey (DFS)	\$45,000.00	25.95777%	25.95777%	\$11,681.00	\$11,681.00
Plans, Specs & Estimates (PSE)	\$85,236.07	0%	0%	\$0.00	\$0.00
Const. Mngt. (CM)	\$18,941.35	0%	0%	\$0.00	\$0.00
Subtotal	\$189,413.50			\$17,716.41	\$17,716.41

TOTAL FEE EARNED: \$17,716.41
LESS PREVIOUSLY INVOICED: \$0.00
TOTAL AMOUNT DUE THIS INVOICE: \$17,716.41

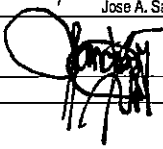

Jose A. Sanchez, P.E.
Project Manager


INVOICE RECEIVED BY: Francisco Jackson ON 3/16/09
GOODS/SERVICES RECEIVED BY: Francisco Jackson ON 3/16/09

CSJ	Colonia	Street Name	Engineering Fee	Preliminary Engineering & Design Phase 90%	Construction Engineering Construction Phase 10%	Total This Invoice	Previous Payment	Current Amount Earned	Percentage Complete	Engineering Fee Available Balance
3C1080855	Ash Country	Ceniza St	\$ 10,430.01	\$3,636.41		\$3,636.41		\$3,636.41	34.90%	\$ 6,793.60
3C1080063	Balli Estates	Cynthia Ave	\$ 42,960.23	\$0.00		\$0.00		\$0.00	0.00%	\$ 42,960.23
		E Balli								
		Minnie Ave								
		N Balli								
		W Balli								
		Sandra Ave								
		Thelma Ave								
3C1080148	Chapa North	North Road	\$ 6,866.64	\$2,365.00		\$2,365.00		\$2,365.00	34.40%	\$ 4,501.64
3C1080149	Chapa South	South Road	\$ 6,074.64	\$2,141.00		\$2,141.00		\$2,141.00	35.20%	\$ 3,933.64
3C1080185	Whalen- Engleman 2	Church Rd	\$ 9,991.52	\$0.00		\$0.00		\$0.00	0.00%	\$ 9,991.52
3C1080319	High Point	North Lane	\$ 9,702.00	\$4,362.00		\$4,362.00		\$4,362.00	45.00%	\$ 5,340.00
		South Lane								
3C1080387	La Mesa	Sierra Dr	\$ 16,810.69	\$0.00		\$0.00		\$0.00	0.00%	\$ 16,810.69
		Montana Dr								
		Mesquite Dr								
3C1080896	McKee 1	Waller Wagers	\$ 9,837.08	\$3,462.00		\$3,462.00		\$3,462.00	35.20%	\$ 6,375.08
3C1080461	Mid Valley Estates	Carol St	\$ 18,801.76	\$0.00		\$0.00		\$0.00	0.00%	\$ 18,801.76
		Evelyn St								
		Lucille St								
		Alma St								
3C1080688	Si Palm Garden Estates 2	Palm Parkway St	\$ 3,881.04	\$0.00		\$0.00		\$0.00	0.00%	\$ 3,881.04
		Jade St								
3C1080790	Village Grove 2	Clark St	\$ 3,379.10	\$0.00		\$0.00		\$0.00	0.00%	\$ 3,379.10
3C1080804	Wes Mer	Jose E. Pulido St	\$ 17,179.31	\$0.00		\$0.00		\$0.00	0.00%	\$ 17,179.31
3C1080220	Delta West	Esperanza St	\$ 28,466.19	\$0.00		\$0.00		\$0.00	0.00%	\$ 28,466.19
		Portillo St								
		Cenizo St								
		Janine St								
3C1080228	Diaz St	Diaz St	\$ 5,171.37	\$0.00		\$0.00		\$0.00	0.00%	\$ 5,171.37
			\$ 189,413.50	\$ 17,716.41	\$ -	\$ 17,716.41	\$ -	\$ 17,716.41		\$ 171,697.09

Project Completion
Anticipated Completion Date April 30, 2010
Extension _____
Date Extension was approved in Court _____

Project Engineer _____ TEDSI Infrastructure Group
Name (Print) Jose A. Sanchez

Signature  _____
Date January 31, 2009

Colonia Access Program Director _____
Date _____

Date _____

DEPARTMENT : HIDALGO COUNTY PRECINCT #4

COLONIA ACCESS PROGRAM PROJECT

DATE: 3/12/2009 ATTN: Rossana

P.O. #: 615985

VENDOR NAME ACCOUNT #

TEDSI INFRASTRUCTURE

AMOUNT

17,716.41

Plans, Specs. & Est. (PS&E) Round III

INVOICE DATE & NO.

01/31/09 299162

17,716.41

***PLEASE NOTE ANY ADJUSTMENTS DONE ON COVER SHEET

JOHN PAUL

INVOICE RECEIVED BY: Manuel Pichon ON 3/16/09
GOODS/SERVICES RECEIVED BY: Manuel Pichon ON 3/16/09

AI-14869

10.E.

Invoice Payment: Dos Logistics

CC CONSENT

Date: 04/07/2009
Submitted By: Vangie Garcia, 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 #01.08 RG in the amount of \$30,000.00 submitted by Dos Logistics, Inc. with authority for County Auditor to review and complete processing procedures and for County Treasurer to issue payment in connection with contract #C-08-389-10-28-PO #618515 for Professional Engineering Service-On-Call Engineering Services" for Ridge Road And Goolie Road.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1336-431-00-121-041-0-731
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Amount available for PO #618515 \$30,000.00 for Dos Logistics, Inc. as of 4-2-09.

Attachments

Link: [Invoice Documentation](#)

Link: [Contract Documentation](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	04/02/2009 02:42 PM	APRV
2	Budget & Management	Ivan Cantu	04/02/2009 02:44 PM	APRV
3	Ivan Cantu	Ivan Cantu	04/02/2009 03:10 PM	APRV
4	Auditor's Office		04/03/2009 04:01 PM	NEW

Form Started By: Vangie Garcia
Started On: 04/01/2009 03:42 PM
Final Approval Date: 04/03/2009

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: Vangie

Fax:

Pages: 2

Phone:

Date: 04/1/09

Re: C-08-389-10-28 / PO #618515

CC:

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

• **Comments**

Please place the following invoice #01-08RG from Dos Logistics on the next CC 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.

DL, INC.

DOS LOGISTICS, INC.

Bill To:**Hidalgo County**

100 E. Cano. 4th Floor

Edinburg, Texas 78539

DATE : March 31, 2009**INVOICE # 01.08 RG****ATTN: Accounts Payable****Contract No. C-08-389-10-28****PO No. 618515**

DESCRIPTION	CONTRACT AMOUNT	PAID TO DATE	CURRENT AMOUNT DUE	REMAINING BALANCE
Professional Engineering Services "On-Call Engineering Services"				
Ridge Road and Google Road				
Engineering Services	\$30,000.00		\$30,000.00	\$0.00
TOTAL	\$30,000.00		\$30,000.00	\$0.00
TOTAL DUE			\$30,000.00	

THANK YOU FOR YOUR BUSINESS!

9-1336-431-00-121-041-0-731

PO 618515

INVOICE RECEIVED

NoE Montez on 4/1/09

GOODS/SERVICES RECEIVED

NoE Montez on 4/1/09

THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

AGREEMENT FOR PROFESSIONAL SERVICES
C-08-389-10-28

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

WITNESSETH:

Whereas, the **Owner** desires to contract with the **Engineer** to provide professional engineering services for "**Various Road and Bridge and Capital Improvement Projects (CIP)**" (**On An As Needed Basis**) projects for **Hidalgo County Precinct Number 1** hereinafter referred to as the "**Project**").

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 professional engineering services in connection with the **Project** as stated in the articles to follow, and for having rendered such services, the owner agrees to pay the **Engineer** compensation as stated in the articles to follow.

ARTICLE 2. Character and Extent of Services. This Agreement will provide for the development of the **Project** with the following:

2.1 Scope of Work. The **Owner** will furnish items and provide those services for the development of the **Project** 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 as identified in **EXHIBIT "B"- Services to 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. exchange for such services.

2.4 Non-Exclusive Services of Engineer Hidalgo County reserves the right to request these services from other sources other than the engineer and shall not be in violation of any terms or conditions 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.

3.1 Termination Date. This Agreement shall be for a period of **one (1) year** ; (hereinafter referred to as the "**Termination Date**"), unless extended by written supplemental agreement, as provided in Article 8 hereof, duly executed by the **Engineer** and the **Owner** prior to the **Termination Date**, or otherwise terminated as provided in Article 3.4 herein and below.. The **Owner** assumes no liability or obligation for payment to the **Engineer** for work performed or costs incurred by the **Engineer** prior to the date authorized by the **Owner** for the **Engineer** to begin work, during periods when work is suspended, or subsequent to the **Termination Date**.

3.2 Extension of the Termination Date. The **Engineer** shall notify the **Owner** in writing as soon as possible if it is determined, or reasonably anticipated, that the work under this Agreement cannot be completed before the **Termination Date**, and the **Owner** may , at the **Owner's** sole discretion, extend the **Termination Date** by written supplemental agreement as provided in Article 8 hereof. The **Engineer** shall allow adequate time for review and approval by the **Owner** of the written notice and request by the **Engineer** to extend the **Termination Date**.

3.3 Suspension of Work. Should the **Owner** desire to suspend the work under this Agreement, but not terminate this Agreement, the **Owner** shall provide thirty (30) calendar days verbal notification to the

Engineer, followed by written confirmation from the **Owner** to the **Engineer** to that effect. The thirty-day notice may be waived as agreed in writing by both the **Owner** and the **Engineer**. The work under this Agreement may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from the **Owner** to the **Engineer**. The sixty-day notice may be waived as agreed in writing by both the **Owner** and the **Engineer**.

If the **Owner** suspends the work, the **Termination Date** as identified above is not affected, and this Agreement will terminate on the date specified, unless extended by written supplemental agreement, as provided in Article 8 hereof, duly executed by the **Engineer** and the **Owner** prior to the **Termination Date**.

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

- (1) **Commitment of Current Revenues.** In the event that, during any term hereof, the **Owner** does not appropriate sufficient funds to meet to the obligations of this Agreement, the **Owner** may terminate this Agreement upon thirty (30) days written notice to the **Engineer**. The **Owner** agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of the **Owner** pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903 (Vernon Supp. 1995).
- (2) By mutual agreement and consent, in writing, of both the **Engineer** and the **Owner**.
- (3) By the **Owner**, upon failure of the **Engineer** to fulfill the **Engineer's** obligations set forth herein in a satisfactory manner as determined by the **Owner** and in sole opinion of the **Owner**, after the **Owner** provides written notice to the **Engineer** of such failure and the **Engineer** has not corrected such failure within (30) days of such written notice by the **Owner**.
- (4) By the **Engineer**, upon failure of the **Owner** to fulfill the **Owner's** obligations set forth herein, after the **Engineer** provides written notice to the **Owner** of such failure and the **Owner** has not corrected such failure within thirty (30) days of such written notice by the **Engineer**.
- (5) By the **Owner** without cause upon thirty (30) days written notice to the **Engineer**.
- (6) By satisfactory completion of all services and obligations described herein.

Should the **Owner** terminate this Agreement as herein provided, no fees other than fees due and payable at the time of termination shall thereafter be paid to the **Engineer** notwithstanding anything herein to the contrary. In determining the value of the work performed by the **Engineer** prior to termination, the **Owner** shall be the sole judge of the value of such work performed. Compensation for work at termination will be based on a percentage of the work completed at that time. Should the **Owner** terminate this Agreement under (5) of the paragraph above, the amount charged during the thirty (30) day notice period shall not exceed the amount charged during the preceding ninety (90) days.

If the termination of this Agreement is due to the failure of the **Engineer** to fulfill the **Engineer's** obligations under this Agreement, the **Owner** may take over the Project 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 **Project** 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. An outline and breakdown of the **Services Fee** is more particularly identified in **EXHIBIT "D1"-Fee Breakdown**, attached hereto and made a part of this Agreement. 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 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 (hereafter 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:

- I. **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 10) of report; additional copies (over 10) of plans (contract drawings), specifications and estimates (PS&E); additional copies (over 10) of bidding documents; additional copies (over 10) 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 **Project**.

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 the **Project**, or any portion(s) thereof, are deleted or otherwise not constructed, compensation to the **Engineer** by the **Owner** for the **Project** or such portions of the project 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 **Project** for which the **Owner** has made payment to the **Engineer**;

- (4) If the **Owner**, in good faith judgement, 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 **Project**, 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 **Project**, as required through the course of the development to the **Project**. 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 Authorizations** 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 **Project'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** for the **Project** 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 on the **Project** 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 cost 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** funds 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 of the **Project** to enable it to reduce the construction cost of the **Project** to an amount within the sum estimated by the **Engineer**, the **Engineer** will be required to make such revisions or changes. These changes will only be considered additional work by the **Engineer**, if the **Engineer** previously provided these same changes as options to the **Owner** at the stage of preliminary work or prior to the approval of the final plan for the **Project**, and the option or options were not selected or approved by the **Owner** to be incorporated into the final plan of the **Project**. Payment for this additional work will then be made to the **Engineer** in accordance with Article 9 hereof. If the **Engineer** failed to provide these changes as an option or options to the **Owner** at the stage of preliminary work or prior to the approval of the final plan of the **Project**, these changes will not be considered additional work and no additional compensation will be made to the **Engineer**.

ARTICLE 11. Ownership and Release of Documents.

11.1 Ownership of Documents. Original drawings and specifications are the property of the **Engineer** however the **Project** is the property of the **Owner**, and the **Engineer** may not use the drawings and specifications thereof for any purpose not relating to the **Project** with 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 **Project**, including but not limited to additions to or completion of the **Project**. 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 **Project** will be 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 **Project** 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 this **Project** 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 this **Project** 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** 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 **Project**, 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 for the **Project** 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, judgement and abilities to design the **Project** 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 **Project**, prior to the commencement of construction, the **Engineer** shall certify in writing to the **Owner** that the **PS&E** for the **Project**, 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 ghat 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 **Project** 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 of **Project**.

(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 **Project**; that because of such talent and training, the **Engineer** envisions the construction of the **Project** 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 **Project** 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 **Project** are within a class of foreseeable persons who will be relying on the project 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 **Project**, the **Engineer** represents, covenants and agrees that the **PS&E** of the **Project** will be accurate and free from any material errors. The **Engineer** additionally represents, covenants and agrees to the following: that the design of the **Project** will conform to its foreseeable use as a **Project** with all the amenities as set forth in any **PS&E** developed by the **Engineer** for the **Project**; that the result of such **PS&E**, if built in accordance therewith, will be suitable for purposes for which the **Project** is designed; and the **Project** will be inspected in a workmanlike, professional manner and will be suitable for the **Project'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 **Project**, 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** use its best efforts to obtain from all vendors of equipment and materials, fullest possible warranties against defective materials and workmanship for the benefit of 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 **Project** that is a registered professional engineer in the State of Texas. The **Project** manager shall have such knowledge and experience as will enable that **Project Manager** during the course of the **Project** 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 **Project**, 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 **Project** 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 **Project**. Taking into consideration that the **Owner** has a significant investment in the development of

the **Project**, 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 **Project**. Therefore, the **Engineer** shall provide the **Owner** with documents and information in accordance with the special requirement 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 **Indemnatee**. 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 **Project** by **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. Non-Collusion. 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 as 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
100 E. Cano, 2nd, Floor
Edinburg, Texas 78539**

ENGINEER:

**Dos Logistics, Inc.
212 West 3rd Street
Weslaco, Texas 78596**

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

ARTICLE 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. These 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** right 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

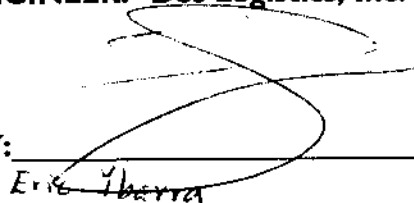
performable in Hidalgo County, Texas.

(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.

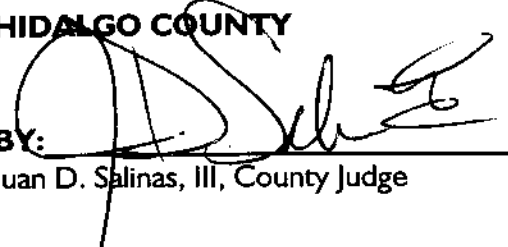
WITNESS WHEREOF, the **Engineer** and the **Owner** have caused this **Agreement for Professional Services** to be effective as of the 28th day of October, 2008.

ENGINEER: Dos Logistics, Inc.

BY: 

Eric Therra

**OWNER:
HIDALGO COUNTY**

BY: 

Juan D. Salinas, III, County Judge

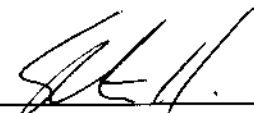
ATTEST:


Arturo Guajardo, Jr., County Clerk

Approved by Commissioners' Court on October 28, 2008.

APPROVED AS TO FORM:

Atlas & Hall, L.L.P.

By: 

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 Rates
EXHIBIT E	-Work Authorization Form
EXHIBIT F	-Supplemental Agreement Form
EXHIBIT G	-certificate of Insurance (Hidalgo County)

EXHIBIT A

-Scope of Services to be
Provided by the Owner

EXHIBIT "A"

Services to be provided by the OWNER

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

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

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

Public Meetings

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

EXHIBIT B

-Scope of Services to be
Provided by the Engineer

EXHIBIT "B"

Services to be Provided by the Engineer

The project will consist of On-Call Engineering Services as shown below but not limited to, the following.

- A. Evaluation , analysis, recommendations, cost and time estimates, reports, permits, preplanning studies, preparation of preliminary and/or contract documents (including working drawings and specifications), field inspections and investigations, shop drawing reviews, resolution of construction issues, coordination with permitting agencies, coordination with utilities, and coordination with other on call consultants as necessary.
- B. Provide services as necessary for, but not limited to, the following areas: land development, land redevelopment, storm water systems design, storm water management designs, roadway and parking lot designs, pavement analysis and design, signage, traffic flow studies, utility design, erosion and sediment control plans, periodic construction observation to verify compliance with plans and specifications, feasibility studies, Value Engineering Water Plan Design, Water/Water Plant Design Hydrology & Hydraulic Analysis, Master Plan, Environmental Assessments Concrete Design, Concrete Roadway, Steel Design, Commercial Building Design, Industrial Structures, Lift Station Design (above/underground) Hospital and other Instructional projects, Multistory Building Design, Foundation Design, Timber Design, Bridge Design/Inspections, As Built Reviews, Analysis of Existing Structures, Dock Design, Windstorm Design/Inspections.

Dos Logistics, Inc.
"On-Call Engineering Services"

EXHIBIT C

-
-Work Schedule

EXHIBIT "C"
Work Schedule

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

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

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

EXHIBIT D

-Engineer's Contract Rates

EXHIBIT "C"
CONTRACT RATE SCHEDULE

DOS LOGISTICS, INC.

LABOR:

JOB DESCRIPTION	Contract Rate** 2008	Contract Rate** 2009	Contract Rate** 2010	Contract Rate** 2011	Contract Rate** 2012	Contract Rate** 2013	Contract Rate** 2014
Engineering							
Principal	\$226.22	\$237.53	\$249.41	\$261.88	\$274.97	\$288.72	\$303.16
Project Manager (VII)	\$200.11	\$210.11	\$220.62	\$231.65	\$243.23	\$255.40	\$268.17
Sr. Engineer (V)	\$181.92	\$191.02	\$200.57	\$210.60	\$221.13	\$232.18	\$243.79
Project Engineer(QA/QC)	\$156.45	\$164.27	\$172.49	\$181.11	\$190.17	\$199.67	\$209.66
Engineer (I) / (II)	\$127.34	\$133.71	\$140.40	\$147.42	\$154.79	\$162.53	\$170.65
Sr. Engineering Designer (III)	\$134.87	\$141.62	\$148.70	\$156.13	\$163.94	\$172.14	\$180.74
Environmental Scientist	\$120.07	\$126.07	\$132.37	\$138.99	\$145.94	\$153.24	\$160.90
Engineering Designer (I) / (II)	\$90.96	\$95.51	\$100.29	\$105.30	\$110.56	\$116.09	\$121.90
CADD Operator (I) / (II)	\$78.31	\$82.22	\$86.34	\$90.65	\$95.19	\$99.94	\$104.94
Secretary	\$65.49	\$68.76	\$72.20	\$75.81	\$79.60	\$83.58	\$87.76
Surveying							
Reg. Public Land Surveyor	\$133.71	\$140.39	\$147.41	\$154.78	\$162.52	\$170.65	\$179.18
Project Supervisor SIT	\$103.45	\$108.62	\$114.05	\$119.75	\$125.74	\$132.03	\$138.63
Survey Technician	\$64.95	\$68.20	\$71.61	\$75.19	\$78.95	\$82.90	\$87.04

**These are the rates to be determined for each work authorization

NON-LABOR**	
Mileage	****
Car Rental	****
Lodging (In states)	****
Meals	****
Air Travel	at cost
Overnight Carrier cost	\$20/letter
GPS Equipment	\$475/day
Copies	\$.12/ea
Bond Plots	\$0.80/sq. ft.
Color Plots	\$170/sq. ft.
Mylar Plots	\$1.60/sq. ft.

***These are the anticipated non-labor rates to be used to negotiate purchase orders for special or excluded services, and/or addition may be re-negotiated on a yearly basis.
determined at time of negotiation. At the rates authorized by HI Officials

EXHIBIT E

-Work Authorization

HIDALGO COUNTY
Professional Engineering Services
Contract # _____
Work Authorization Form

WORK AUTHORIZATION NO. _____

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, _____, professional engineers of _____, Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Engineer** to provide _____

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

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

PART 2. ESTIMATED COST

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

PART 3. PAYMENT

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

PART 4. FUNDING

This Work Authorization No. I 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 Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by **Hidalgo County** _____, Commissioner _____ as to content and detail of this **Work Authorization No.** ____.

HIDALGO COUNTY COMMISSIONER PCT. ____

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 _____, 2006.

THE ENGINEER:

**THE OWNER:
HIDALGO COUNTY**

By: Engineer

By: Juan D. Salinas, III, County Judge

ATTEST:

By: Arturo Guajardo, Jr., County Clerk

LIST OF ATTACHMENTS

ATTACHMENT "A" -	Service to be Provided by the Owner
ATTACHMENT "B" -	Services to be Provided by the Engineer
ATTACHMENT "C" -	Work Schedule
ATTACHMENT "D" -	Cost Proposal

EXHIBIT F

-Supplemental Agreement Form

EXHIBIT "F"
Supplemental Agreement Form

THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

SUPPLEMENTAL AGREEMENT NO. _____
TO AGREEMENT FOR PROFESSIONAL SERVICES

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

WITNESSETH

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

WHEREAS, Article ____ of the **Agreement**, (article title), establishes _____; and,

WHEREAS, it has become necessary to amend the contract to _____

A. AGREEMENT

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

- I. Article ____ of the **Agreement**, (article title), is revised to

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

IN WITNESS WHEREOF, the Engineer and the Owner have caused this Supplemental Agreement to the Agreement for Professional Services to be executed as of the _____ day of _____, 20__.

**THE ENGINEER:
ENGINEER**

BY: _____

**THE OWNER:
HIDALGO COUNTY**

BY: _____
Juan D. Salinas III, County Judge

LIST OF ATTACHMENTS

(as required)

EXHIBIT G

-Certificate of Insurance (*Hidalgo County*)

ACORDTM CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/28/2008

PRODUCER Ron Robertson Insurance Agency 7322 S.W. Frwy. Ste. 1850 Houston, TX. 77074 713-272-0558		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED Dos Logistics, Inc. 212 West Third St. Weslaco, TX 78596 956-968-8800		INSURERS AFFORDING COVERAGE INSURER A: Interstate Fire & Casualty INSURER B: Sentinel Insurance/Hartford INSURER C: Texas Mutual Insurance Company INSURER D: HCC Specialty Insurance Co. INSURER E:	NAIC#

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

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

CERTIFICATE HOLDER

Hidalgo County
 2812 S. Business 281
 Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Ron Robertson

AI-14865

10.F.

**Requesting approval of Invoice No. 09046 for Javier Hinojosa Engineering
CC CONSENT**

Date: 04/07/2009
Submitted By: Rocio Villarreal, PURCHASING DEPT.
Submitted For: Rocio Villarreal
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department

Information

CAPTION

Approval of Request for Payment on invoice no. 09046 in the amount of \$16,401.26 for "Moorefield Rd and Mi 5 North Drainage Improvements" as submitted for consideration by contracted engineer, Javier Hinojosa Engineering.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1339-431-00-123-069-0-733
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
Available funds in P.O. 619299 of \$21,868.35 as of 4/02/09.

Attachments

Link: [Invoice](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	04/02/2009 01:45 PM	APRV
2	Budget & Management	Ivan Cantu	04/02/2009 01:51 PM	APRV
3	Perla Lopez	Perla Lopez	04/03/2009 08:12 AM	APRV
4	Auditor's Office		04/03/2009 04:01 PM	NEW

Form Started By: Rocio Villarreal
Started On: 04/01/2009 03:15 PM
Final Approval Date: 04/03/2009

V #
R # 1503/8
PO # 619299

Javier Hinojosa Engineering
416 E. Dove Avenue
McAllen, TX 78504
956/668-1588 Fax: 956/994-8102

Invoice No. 09046

Customer Name: Hidalgo County Precinct No. 3 Address: 724 N. Breyfogle City: Mission State: Texas Zip: 78572 Attention: Commissioner Joe M. Flores	Date: March 30, 2009 Project Name: Moorefield Road and Mile 5 North Drainage Improvements
---	---

Description
Engineering services rendered for completion of the Preliminary Phase and completion of the Design Phase for the Drainage Improvements at Moorefield Road and Mile 5 North.
P.O.#619299 CONTRACT AMT.: <u>\$21,868.35</u>

Scope of Services	Contract Amount	% Completed To Date	Total Due	Less Previous Payments	Amount Due This Request	Balance To Complete
Preliminary						
Phase 25%	\$5,467.09	100%	\$5,467.09	\$0.00	\$5,467.09	\$0.00
Design						
Phase 50%	\$10,934.18	100%	\$10,934.18	\$0.00	\$10,934.18	\$0.00
Construction						
Phase 25%	\$5,467.09	0%	\$0.00	\$0.00	\$0.00	\$5,467.09
TOTAL	\$21,868.35	75%	\$16,401.26	\$0.00	\$16,401.26	\$5,467.09

TOTAL AMOUNT DUE THIS INVOICE:

\$16,401.26

Submitted By:  Javier Hinojosa Engineering

Office Use Only

INVOICE RECEIVED BY me ON 3/31/09
 GOODS/SERVICES RECEIVED BY JD Hays ON 3/30/09

We Appreciate Your Business.

9-1339-431-00-123-06 9.0-733

AI-14756

10.G.

**Invoice #2655 R. Gutierrez Engineering Corporation Las Milpas Subdivision
Pct. No. 2**

CC CONSENT

Date: 04/07/2009
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. 2655 in the amount of \$696.32 (Las Milpas Subdivision) as submitted by project engineer R. Gutierrez Engineering Corporation.

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 \$4,177.91 available as of 3/27/09.

Attachments

Link: Invoice #2655 R. Gutierrez Eng. Corp. Las Milpas Pct. No. 2

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Yvette Islas	Yvette Islas	03/25/2009 04:32 PM	APRV
2	Purchasing Department		04/03/2009 04:01 PM	PEND
3	Budget & Management	Veronica Lopez	03/27/2009 09:57 AM	APRV
4	Dale Kennan	Dale Kennan	03/27/2009 10:10 AM	APRV
5	Auditor's Office		04/03/2009 04:01 PM	NEW

Form Started By: Marcie Jackson

Started On: 03/25/2009 04:20 PM

Final Approval Date: 04/03/2009

R. Gutierrez Engineering Corporation

130 E. Park
Pharr, TX 78577

Invoice Number: 2655
Thursday, March 05, 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: 01/30/2009 to 03/05/2009

Billing Group: 01 Phased Fixed Fee
Las Milpas Subdivision

				Billing Fee:	\$17,407.93	
<u>Phase</u>	<u>Phase Fee</u>	<u>Percent of Total Fee</u>	<u>Percent Complete</u>	<u>Fee Earned</u>	<u>Prior Billing</u>	<u>Current Fee</u>
Preliminary Phase	6,963.17	40.00	100.00	6,963.17	6,963.17	0.00
Design Phase	6,963.17	40.00	100.00	6,963.17	6,266.85	696.32
Construction Phase	3,481.59	20.00	0.00	0.00	0.00	0.00
				Total Phases:	\$696.32	
				Phase Billing Totals:	\$696.32	

Billing Group Subtotal: 696.32

Project Totals:

***** Total Project Invoice Amount: \$696.32**

Billing Summary

	<u>Current</u>	<u>Prior</u>	<u>Total</u>
Professional Services:	\$696.32	\$13,230.02	\$13,926.34
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:	\$696.32	\$13,230.02	\$13,926.34

All invoices are due upon receipt. A late charge of 1.5% will be added to any unpaid balance after 15 days.

INVOICE RECEIVED BY:

ON 3/19/09

GOODS/SERVICES RECEIVED BY:

ON 3/19/09

Project Completion
Anticipated Completion Date
Extension
Date Extension was approved in Court

Signature _____
Date _____

Colonia Access Program Director _____
Date _____

3-5-09

AI-14856

10.H.

Requesting approval of Payment No. 6 for AGADC for the Meeting Hall/Pavilion for Pct. 3

CC CONSENT

Date: 04/07/2009
Submitted By: Rocio Villarreal, PURCHASING DEPT.
Submitted For: Rocio Villarreal
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department

Information

CAPTION

Presentation for discussion, consideration, acceptance, and approval of Payment No. 6 in the amount of \$2,262.00, from Alcocer Garcia Associates Design Consulting, contracted architect for, "Meeting Hall/Pavilion for Precinct No. 3

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1302-451-22-123-068-0-720
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
Available funds in P.O. #594477 of \$20,562.02 as of 4/02/09.

Attachments

Link: [Invoice No. 6](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	04/02/2009 01:43 PM	APRV
2	Budget & Management	Ivan Cantu	04/02/2009 01:47 PM	APRV
3	Perla Lopez	Perla Lopez	04/02/2009 04:07 PM	APRV
4	Auditor's Office		04/03/2009 04:01 PM	NEW

Form Started By: Rocio Villarreal
Started On: 04/01/2009 02:59 PM
Final Approval Date: 04/03/2009



ALCÓCER GARCIA ASSOCIATES DESIGN CONSULTING
1333 E. Jasmine Ave. McAllen, TX 78501 Pho: 956.618-2007 FAX 956.618-2008

121451
594477

INVOICE FOR SERVICES:

CONTRACT No.: C-07-

INVOICE No.: **SIX**

P.O. No.: 594477

DATE: March 30, 2009

A/E Contract Date: 10-09-07

PROJECT: Precinct 3 Meeting Hall / Pavilion

TO: OFFICE OF THE COUNTY JUDGE
c/o Hidalgo County Purchasing Department
2802 S. Bus. Hwy 281
Edinburg, Tx 78539

A/E Fee is based on construction cost less the cost of Paving /Striping Signage, Line item 5 (\$ 58,183.00) on contractor's Schedule Of Values. The designs for this portion of the work was not part of AGADC A/E contract. The construction contract total is \$ 1,154,824.00. AGADC fee is based on an amount of \$1,154,824.00 – \$ 58,183.00 = \$ 1,096,641.00.

A/E Basic Services fee = 7.5% of \$ 1,096,641.00 = \$ 82,248.07

Current Fee Status:

Schematic Design Phase	\$ 6,277.00 (pd)
Design Development Phase	6,277.00 (pd)
Construction Documents Phase.....	31,386.50 (pd)
Bidding Phase. (5%).....	4,112.40 (pd)
Construction Phase (25%).....	20,562.02

This Invoice for:

1st Draw, Construction Phase.....\$ 2,262.00 due

Please remit payment to:
Alcócer Garcia Associates Design Consulting
1333 E. Jasmine Ave.
McAllen, Texas 78501

Thank you,
AGADC

George A. Garcia
Project Architect

Acknowledged By:

County Commissioner,
Hidalgo County Precinct No. 3

Date:

4/1/09

INVOICE RECEIVED BY

ON 3/31/09

GOODS/SERVICES RECEIVED BY

ON 4/1/09

9-1302-451-22-123-008-0-720

AI-14800

10.I.

Hidalgo County Sheriff's Office "Tires, Mounting, Rotation, and Balancing Service"

CC CONSENT

Date: 04/07/2009
Submitted By: Eric Trevino, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department

Information

CAPTION

Hidalgo County Sheriff's Office:
Requesting authority to advertise and approval of procurement packet (i.e. specifications/requirements, legal notice etc.) as attached hereto for: "Hidalgo County Sheriff's Office "Tires, Mounting, Rotation and Balancing Service" Bid No. 2009-127-04-29-ERT

BACKGROUND

Proposed Schedule of Events:
1st Advertisement: April 11, 2009
2nd Advertisement: April 18, 2009
Bid Opening Date: April 29, 2009

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-421-00-280-001-0-432 & 672
FUNDS AVAILABLE Y/N?: MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

As per change in the account code structure the old Object code 684 (TIRES & TUBES) is to be replaced with new object code for Tires, 672 (EQ&VEH R&M SUPPLIES) and the services called "Mounting, Rotation & Balancing Service" are to come from object code 432 (EQUIP&VEH R&M SRV). For funding availability please see attached 2009 Expense Report for Sheriff for Objects 432 & 672, dated as of 4/3/09.

Attachments

Link: Memo, Legal, Specs and Draft Contract
Link: 2009 Expense Report for Sheriff for Object 432 & 672

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	04/02/2009 12:34 PM	APRV
2	Budget & Management	Ivan Cantu	04/02/2009 12:36 PM	APRV
3	Manuel Chapa	Manuel Chapa	04/03/2009 01:18 PM	APRV

4	Dale Kennan	Dale Kennan	04/03/2009 01:46 PM	APRV
5	Auditor's Office		04/03/2009 04:01 PM	NEW

Form Started By: Eric Trevino
Started On: 03/30/2009 09:19 AM
Final Approval Date: 04/03/2009

MEMORANDUM

TO: ALL DEPARTMENT HEADS

FROM: Eric Trevino ✓
Hidalgo County Purchasing Department

MAR 25 2009

10:10 AM

DATE: March 24, 2009

RE: Approval of Specifications For: Hidalgo County Sheriff's Office – "Tires" Bid No. 2009-127-00-00-ERT

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 your answer is **DISAPPROVE**, please modify as necessary in order to meet your specifications and return the revised copy via fax to the designated Buyer in the Purchasing Department.

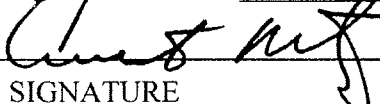
If you have any questions, please call us at (956) 318-2626 ext # 4882 (Eric)

APPROVE ☒	DISAPPROVE ☐
APPROVE WITH MODIFICATIONS ☐	

Funds Availability: ☒ YES / ☐ NO

Other (Specify) _____

Budget Account No.: 9-1100-421-00-280-001-0-684

 D. MARTINEZ HC50 3-24-09

SIGNATURE

PRINTED NAME

DEPARTMENT

DATE

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 292-7612 or e-mail: eric.trevino@co.hidalgo.tx.us by no later than March 27, 2009 @ 5:00 P.M.

Enclosures

Bid No: 2009-127-04-29-ERT	Buyer: Eric Trevino	Tel. No: (956) 318-2626 Ext. 4882
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REQUEST FOR BIDS

HIDALGO COUNTY SHERIFF'S OFFICE "TIRES, MOUNTING, ROTATION AND BALANCING SERVICE"

**BID OPENING DATE:
April 29, 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

LEGAL NOTICE

BID NO: 2009-127-04-29-ERT

1. Sealed bids will be received for **"HIDALGO COUNTY SHERIFF'S OFFICE-TIRES, MOUNTING, ROTATION AND BALANCING SERVICE"** 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-2009-127-04-29-ERT- HIDALGO COUNTY SHERIFF'S OFFICE-TIRES, MOUNTING, ROTATION AND BALANCING SERVICE"** 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, April 29, 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-2009-127-04-29-ERT-HIDALGO COUNTY SHERIFF'S OFFICE-TIRES, MOUNTING, ROTATION AND BALANCING SERVICE."**

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 of 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 SHERIFF'S OFFICE-TIRES, MOUNTING, ROTATION AND BALANCING SERVICE"** 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 Sheriff's Office
711 El Cibolo Rd
Edinburg, Texas 78539
Attn: Monica Hinojosa
956-383-8114**

17. SCHEDULE OF EVENTS

Bid Opening, 9:30 AM	<u>April 29, 2009</u>
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. Clossner, 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 SHERIFF'S OFFICE
"TIRES, MOUNTING, ROTATION AND BALANCING SERVICE"
BID NO.: 2009-127-04-29-ERT

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: _____

EXHIBIT “A”

SPECIFICATIONS/REQUIREMENTS

HIDALGO COUNTY SHERIFF’S OFFICE
REQUEST FOR BID
“TIRES, MOUNTING, ROTATION AND BALANCING
SERVICE”
RFB No. 2009-127-04-29-ERT

EXHIBIT "A"
Hidalgo County Sheriff's Office
"TIRES, MOUNTING, ROTATION AND BALANCING SERVICE"
BID NO. 09-127-04-29-ERT

SPECIFICATIONS

SCOPE OF SERVICES:

The County Of Hidalgo is accepting sealed bids to furnish tires for the Hidalgo County Sheriff's Office and any other Hidalgo County Law Enforcement Agencies.

SPECIFICATIONS

The following are but not limited to, tires that are in use or will be purchased through the contract term.

NO.

1. 235-85-R16 (hwy all steel 10 ply)
2. LT235-75-R15 (all terrain 10 ply)
3. P215-60-R16
4. LT265-70-R17 (all terrain 10 ply)
5. P225-60-R16
6. LT245-78-R16 (all terrain 10 ply)
7. LT265-75-R16 (all terrain 10 ply)
8. P265-70-R18
9. P255-70-R16
10. P205-65-R15
11. P205-55-R16
12. P205-50-R16
13. 245-70-R19.5 (hwy)
14. P205-75-R15
15. LT235-75-R16
16. P235-70-R17
17. LT325-60-R18

REQUIREMENTS, TERMS AND CONDITIONS

1. One (1) or more vendor(s) may be designated as awarded Vendor(s) for purchases of tires for **Hidalgo County Sheriff's Office.**
2. Hidalgo County reserves the right to award to MULTIPLE vendors if the County determines it is in its best interest to do so.
3. **All costs and expenses associated with the preparation and submission of (bid, proposals and / or quotes) shall be responsibility of the bidder and no reimbursements for such charges or expenses shall be passed on to HIDALGO COUNTY.**
4. **HIDALGO COUNTY reserves the right to reject any or all bids submitted, if it is in the best interest to do so.**
5. Have been in business for at least two years.
6. Hidalgo County may utilize "State Awarded Contracts" when it is in the County best interest to do so.
7. The term of the bid contract will be for a period of one (1) year. Hidalgo County may in its sole discretion elect the option to extend the contract for two (2) additional one (1) year terms under the same rates, terms and conditions.
8. Hidalgo County reserves the right to continue this bid for an additional sixty (60) days grace period at the end of the contract term due to any unforeseen delay in the procurement process.
9. 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.
10. Vendor(s) will use only service technicians with a minimum of one (1) year experience in performing mounting, rotation and balancing tires.
11. Pricing for mounting, rotation, balancing and unit price per tire will be priced separately (see bid page).
12. Mounting, rotation and balancing tires is **OPTIONAL**, will be on an "as needed basis".
13. All purchases will be on an "as needed basis", there is no set quantity for tires being purchased.
14. All tires specified as "all terrain" should be for speeds of 100 mph and greater.
15. All tires specified as "all steel" should be for speeds of 100 mph and greater.
16. Vendor(s) agrees that to the extent an item is unavailable from Vendor(s) own inventory, vendor(s) will be responsible for locating an alternative supplier and for providing the product to County for the bid price.

17. 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.
18. Hidalgo County reserves the right to reject any or all bids/offers, and to select any part or parts thereof without accepting the entire bid/offer. Hidalgo County may purchase through the source that provides the lowest and best bid/offer to the County. Successful bidder will be notified of award as promptly as a thorough analysis of bids/offers will permit, and shall have ten (10) calendar days following date of notification of award in which to supply certificate of insurance as may be required herein.

DISQUALIFICATIONS OF BIDDERS:

Any one or more of the following causes may be considered sufficient for the disqualification of a bidder and the rejection of his/her bid or bids:

1. Evidence of collusion among bidders.
2. Lack of responsibility as revealed by either financial, experience or equipment statements, as submitted.
3. Lack of expertise as shown by past work, and judged from the standpoint of workmanship and performance history.
4. Uncompleted work under other contracts which, in the judgment of Hidalgo County might hinder or prevent the prompt completion of additional work if awarded.
5. Failure to comply with the submittals of this specification.

Market Volatility and Unit Price Adjustments:

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

1. **Requesting Price Adjustment:** Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.
 - A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.
 - The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
 - The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.

- No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
 - The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.
2. **Price Reduction:** Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.
 3. **Timeframe for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.
 4. **Allowable Review Periods:** Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.
 5. **Dollar Limit to Price Changes:** The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

ADDITIONAL INFORMATION:

Hidalgo County is requesting that any and all questions, inquiries and clarifications regarding quotes, bids, proposals or statements of qualifications be addressed to Martha L. Salazar, CPPB, Purchasing Agent, 2812 South Business Hwy. 281, Edinburg, Tx 78539

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE (956) 292-7612 OR VIA E-MAIL eric.trevino@co.hidalgo.tx.us NO LATER THAN Wednesday, April 22, 2009 by 5:00 P.M. Responses to said inquiries will be sent to all applicants via facsimile by no later than Friday, April 24, 2009 by 5:00 p.m.

REQUIREMENTS AGREEMENT
C-09-000-00-00

DRAFT

THIS AGREEMENT (the "Agreement") is entered into effective as of the _____ day of _____, 2009 by and between _____ ("Seller") and Hidalgo County, Texas ("Buyer").

WHEREAS, Buyer has solicited sealed bids for the supply of its requirements of **Hidalgo County Sheriff's Office** for **"Tires, Mounting, Rotation and Balancing Service"** (the "Product") as further described in Exhibit "A", Request for Bids (RFB) Procurement Packet as attached hereto and incorporated herein by reference for all purposes (the "RFB") for a period of one (1) year and;

WHEREAS, Seller has submitted a proposal to supply Buyer's requirements; and

WHEREAS, Buyer has determine 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 and 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 projects for a period of **one (1) year, with the County's option to extend/renew for an additional two (2) one (1) year terms**. This Contract shall commence on _____, 2009 and expire on _____, 2010 and it is agreed that the Products will meet the Specifications in the Request for Bids (RFB) Procurement Packet set forth in Exhibit "A" hereto.

2. When Buyer determines that it needs a quantity of the Products to be delivered, it will, according to its Purchasing Policies, complete and submit to Seller a Purchase Order describing the type and quantity of the Products required. The Products are to be delivered by Buyer to the location in Hidalgo County specified by Buyer in its Purchase Order.

3. Buyer agrees to pay Seller for each Purchase Order based on the prices set out in Exhibit "B". Seller shall render invoices for each Purchase Order, and the invoices shall be paid by Buyer on or before the 30th day following receipt of the invoice.

4. General Provisions.

a. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict

between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

b. **No Waiver.** No waiver by Buyer of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

c. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by Buyer and Seller, and not otherwise.

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

e. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to Buyer:

Hidalgo County
Attention: County Judge
100 E. Cano, 2nd Floor
Edinburg, Texas 78539

If to Seller:

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

f. **Termination.** County may terminate this Agreement at any time for any reason or no reason at all upon giving 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 extent 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 Exhibit "C", which is attached hereto.

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).

DRAFT

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 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.

DRAFT

EXECUTED effective as of the day and year first above written.

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: Antonio Mendoza , Asst. District Attorney

Invoice #2 Rodriguez Engineering Pct. No. 1

CC CONSENT

Date: 04/07/2009
 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. 2 in the amount of \$14,289.39 (3rd Call, several colonias) as submitted by project engineer: Rodriguez Engineering.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1312-431-00-121-XXX-X-334
 FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Amount available for P.O. #619417 as of 4-2-09 \$28,578.80 for various round III colonia projects, program #'s 895, 779, 232, and 181.

Note: the PO open amount shows \$47,631.32. A previous payment in the amount of \$19,052.52 has not been reduced from the PO total amount as per Allio records. As per Marcie from BCAP, Rosanna from Auditor's office is working on entering the previous payment into Allio in order to reflect the correct PO open amount.

Attachments

Link: Invoice #2 Rodriguez Engineering Pct. No. 1

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Yvette Islas	Yvette Islas	04/01/2009 03:58 PM	APRV
2	Purchasing Department	Marty Salazar	04/02/2009 01:42 PM	APRV
3	Budget & Management	Ivan Cantu	04/02/2009 01:47 PM	APRV
4	Ivan Cantu	Ivan Cantu	04/02/2009 02:27 PM	APRV
5	Auditor's Office		04/03/2009 04:01 PM	NEW

Form Started By: Marcie Jackson

Started On: 04/01/2009 02:55 PM

Final Approval Date: 04/03/2009

RODRIGUEZ ENGINEERING

AI-14855 4/07/09

P.O. Box 1830, Edinburg, Texas 78540
(956) 491-1013, email atm1963@hotmail.com

March 31, 2009

Agapito Vargas
Colonia Access Program Director
Hidalgo County
301 East State Street
Pharr, Texas 78577

P.O.# 619417

Re; Partial Invoice #2 for Engineering Design Services in relation to the Hidalgo County Border
Colonia Access Program 3rd Call, for the County
Contract No.: C-CAP 09-004-02-17, Requisition No. 149988

DESCRIPTION	BUDGET	PERCENT	AMOUNT
1. Preliminary Design Phase			
a. Mary Ann, Colonia Boyce, Colonia Saenz, Valley View	\$19,052.52	100.0	\$19,052.52
2. Final Design Phase			
a. Mary Ann, Colonia Boyce, Colonia Saenz, Valley View	\$19,052.52	75.0	\$14,289.39
3. Construction Phase			
a. Mary Ann, Colonia Boyce Colonia Saenz, Valley View	\$9,526.26	0.0	\$0.00
BUDGET	\$47,631.32	70.0%	\$33,341.91

Total Completed to date; \$33,341.91
Previously Billed \$19,052.52
Balance Due \$14,289.39

Rodriguez Engineering
By Leo L. Rodriguez, PE. RPLS

INVOICE RECEIVED BY:
Francisco ON *3/31/09*
GOODS/SERVICES RECEIVED BY:
Francisco ON *3/31/09*



Work Authorization No. 1
Schedule of Values

TWDB ID	Colonia Name	Engineering Fee	Preliminary Design Phase (%)	Preliminary Design Phase 40%	Final Design Phase (%)	Final Design Phase 40%	Construction Phase (%)	Construction Phase 20%	Total This Invoice	Previous Payment	Current Amount Earned	% Completed	Engineering Fee Available Balance
CSJ # 3C1080895	Mary Ann	\$ 19,891.96	100%	~~\$ 7,956.78~~	75%	~~\$ 5,967.59~~	0%	\$ -	~~\$ 5,967.59~~	~~\$ 7,956.78~~	~~\$ 13,924.37~~	70%	~~\$ 5,967.59~~
CSJ # 3C1080232	Colonia Boyce	\$ 10,771.64	100%	~~\$ 4,308.66~~	75%	~~\$ 3,231.49~~	0%	\$ -	~~\$ 3,231.49~~	~~\$ 4,308.66~~	~~\$ 7,540.15~~	70%	~~\$ 3,231.49~~
CSJ # 3C1080181	Colonia Saenz	\$ 5,365.41	100%	~~\$ 2,146.16~~	75%	~~\$ 1,609.62~~	0%	\$ -	~~\$ 1,609.62~~	~~\$ 2,146.16~~	~~\$ 3,755.79~~	70%	~~\$ 1,609.62~~
CSJ # 3C1080779	Valley View	\$ 11,602.31	100%	~~\$ 4,640.92~~	75%	~~\$ 3,480.69~~	0%	\$ -	~~\$ 3,480.69~~	~~\$ 4,640.92~~	~~\$ 8,121.62~~	70%	~~\$ 3,480.69~~
Totals		\$ 47,631.32		~~\$ 19,052.52~~		~~\$ 14,289.40~~		\$ -	~~\$ 14,289.39~~	~~\$ 19,052.52~~	~~\$ 33,341.91~~		~~\$ 14,289.40~~

31-Aug-09

N/A

L.L. Rodriguez (Leo L. Rodriguez, PE, RPLS)

[Signature]

31-Mar-09

Agapito Vargas

1 Apr. 1971

AI-14860

10.K.

**Requesting approval of Payment Application No. 2 for GAS Enterprises
CC CONSENT**

Date: 04/07/2009
Submitted By: Rocio Villarreal, PURCHASING DEPT.
Submitted For: Rocio Villarreal
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department

Information

CAPTION

Approval of request for payment Application No. 2 in the amount of \$85,271.95 from G.A.S. Enterprises, Inc. contracted vendor for, "Construction of Meeting Hall/Pavilion for Precinct No. 3" and as certified for payment by project architect, Alcocer Garcia Associates Design Consulting.C-08-406-01-28

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1302/1213-451-22-123-068-0-720
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
Available funds in P.O. #617510 of \$1,119,650 as of 4/3/09.

Attachments

Link: [Payment No. 2](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	04/02/2009 01:44 PM	APRV
2	Budget & Management	Ivan Cantu	04/02/2009 01:50 PM	APRV
3	Perla Lopez	Perla Lopez	04/03/2009 08:16 AM	APRV
4	Auditor's Office		04/03/2009 04:01 PM	NEW

Form Started By: Rocio Villarreal
Started On: 04/01/2009 03:07 PM
Final Approval Date: 04/03/2009

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF TWO (2) PAGES

TO OWNER: County of Hidalgo
2812 S. Business 281
Edinburg, Tx /8539

PROJECT: Hidalgo County
Precinct No. 3
Meeting Hall/Pavilion

APPLICATION NO: TWO (2)

Distribution to:
☒ OWNER
☒ ARCHITECT
☒ CONTRACTOR

FROM CONTRACTOR:

G.A.S. Enterprises, Inc.
P.O. Box 309
Elisa, Tx /8543

VIA ARCHITECT: AGADC
1333 E. Jasmine
McAllen, Tx /8501

PERIOD TO: 3/25/09

PROJECT NOS:

CONTRACT FOR: General Construction

CONTRACT DATE: 1/28/09

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM \$1,154,824.00
2. Net change by Change Orders -0-
3. CONTRACT SUM TO DATE (Line 1 ± 2) \$1,154,824.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$124,933.95
5. RETAINAGE:
 - a. % of Completed Work \$ 6,246.10
 - b. % of Stored Material (Column F on G703) \$

Total Retainage (Lines 5a + 5b or

6. TOTAL EARNED LESS RETAINAGE \$ 6,246.10
- (Line 4 Less Line 5 Total) \$ 118,687.25

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$ 33,415.30
8. CURRENT PAYMENT DUE \$ 85,271.95
9. FUNDANCE TO FINISH, INCLUDING RETAINAGE \$ 1,036,136.75

CHANGE ORDER SUMMARY		ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner			
Total approved this Month			
TOTALS			
NET CHANGES by Change Order		-0-	

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 20006-6226

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 on 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 \$ 85,271.95

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT: AGADC

By: Serge A Garcia Date: 3-30-09

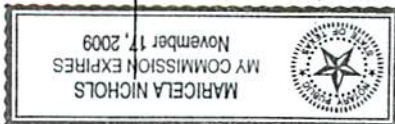
This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.



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: G.A.S. Enterprises, Inc.

By: Rene Salinas, President Date: 3/25/09
State of: Texas County of: Hidalgo
Subscribed and sworn to before me this 25th day of March, 2009
Notary Public: Marcicela Nichols
My Commission expires: 11/11/09



GOODS/SERVICES RECEIVED BY

ON 3/31/09
ON 3/31/09

9-1302-451.22-123-064-0-720

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE 2 OF 2 PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

Contractor's signed certification attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items apply.

APPLICATION NO: Two (2)

APPLICATION DATE: 3/25/09

PERIOD TO: 3/25/09

ARCHITECTS PROJECT NO:

A	B	C	D	E	F	G	H	I	J
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK FROM PREVIOUS APPLICATION (D + E)	COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G/C)	BALANCE TO FINISH (C-G)	RETAINAGE (IF VARIABLE RATE)
1	Bonding/Insurance	\$30,048	\$30,048	\$0	\$0	\$30,048	100%	\$0	\$1,502.40
2	General Conditions	\$15,815	\$3,026	\$1,890.95	\$0	\$4,916.95	31%	\$10,898.05	\$245.85
3	Site Prep/Grading	\$19,536	\$2,100	\$15,930	\$0	\$18,030	92%	\$1,506	\$901.50
4	Site Utilities	\$47,762	\$0	\$44,896	\$0	\$44,896	94%	\$2,866	\$2,244.80
5	Paving/Striping/Signage	\$58,183	\$0	\$20,836	\$0	\$20,836	36%	\$37,347	\$1,041.80
6	Concrete Work	\$155,375	\$0	\$0	\$0	\$0	0%	\$155,375	\$0.00
7	Termite Treatment	\$1,125	\$0	\$0	\$0	\$0	0%	\$1,125	\$0.00
8	CMU Work	\$59,200	\$0	\$0	\$0	\$0	0%	\$59,200	\$0.00
9	Steel/Metal Work	\$98,803	\$0	\$0	\$0	\$0	0%	\$98,803	\$0.00
10	Roofing	\$40,286	\$0	\$0	\$0	\$0	0%	\$40,286	\$0.00
11	Carpentry/Gyp Board	\$42,245	\$0	\$0	\$0	\$0	0%	\$42,245	\$0.00
12	SAC	\$20,612	\$0	\$0	\$0	\$0	0%	\$20,612	\$0.00
13	Painting	\$48,369	\$0	\$0	\$0	\$0	0%	\$48,369	\$0.00
14	Electrical	\$200,229	\$0	\$6,207	\$0	\$6,207	3%	\$194,022	\$310.35
15	HVAC	\$78,575	\$0	\$0	\$0	\$0	0%	\$78,575	\$0.00
16	Plumbing	\$60,981	\$0	\$0	\$0	\$0	0%	\$60,981	\$0.00
17	Flooring	\$47,143	\$0	\$0	\$0	\$0	0%	\$47,143	\$0.00
18	Millwork	\$17,196	\$0	\$0	\$0	\$0	0%	\$17,196	\$0.00
19	Doors/Frames/HW	\$34,653	\$0	\$0	\$0	\$0	0%	\$34,653	\$0.00
20	Storefront/Glazing	\$3,659	\$0	\$0	\$0	\$0	0%	\$3,659	\$0.00
21	Toilet Partitions/Acc	\$7,288	\$0	\$0	\$0	\$0	0%	\$7,288	\$0.00
22	Exterior/Interior Signage	\$6,280	\$0	\$0	\$0	\$0	0%	\$6,280	\$0.00
23	Furniture/Fixtures	\$7,015	\$0	\$0	\$0	\$0	0%	\$7,015	\$0.00
24	Overhead/Counter Doors	\$16,446	\$0	\$0	\$0	\$0	0%	\$16,446	\$0.00
25	Allowances	\$38,000	\$0	\$0	\$0	\$0	0%	\$38,000	\$0.00
	GRAND TOTALS	\$1,154,824	\$35,174	\$89,759.95	\$0	\$124,933.95	11%	\$1,029,890.05	\$6,246.70

Users may obtain validation of this document by requesting of the license a completed AIA Document D401 - Certification of Document's Authenticity

AIA DOCUMENT G703 CONTINUATION SHEET FOR G702 1992 EDITION AIA © 1992

THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, N.W. WASHINGTON, D.C. 20006-5232

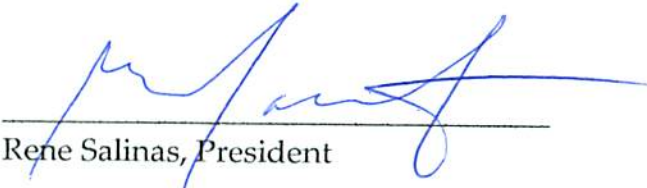
G703-1992

G.A.S. ENTERPRISES, INC.
P.O. BOX 309
ELSA, TEXAS 78543
TEL: (956) 262-7106 * FAX: (956) 262-7107

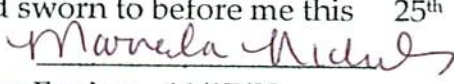
CERTIFICATION

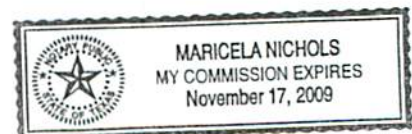
PROJECT: Hidalgo County Precinct No. 3 Meeting Hall/Pavilion

There are no known mechanic's liens, materialman's or laborers' liens or claims, or any other liens or claims, legal or equitable, contractual, statutory, or constitutional, outstanding or known to exist at the date of this Application for Payment No. Two; all due and payable bills with respect to the work have been paid to date or are included in the amount requested in the current Application and there is no known basis for the filing of any mechanic's, materialman's or laborer's lien or claim, or any other lien or claim, legal or equitable, contractual, statutory, or constitutional, on the work; and waivers and releases from all Subcontractors, laborers, and materialman for the work done and materials furnished will be obtained in such form as to constitute an effective waiver and release of all such liens and claims under the laws of the state within which the Project is located and shall be delivered to Architect together with Contractor's waiver and release of liens and claims at the time of submission of the next Application for Payment.



Rene Salinas, President

State of Texas County of Hidalgo
Subscribed and sworn to before me this 25th day of March, 2009
Notary Public 
My Commission Expires 11/17/09



G.A.S. ENTERPRISES, INC.
P.O. BOX 309, ELSA, TEXAS 78543
(956)262-7106 FAX (956)262-7107

SCHEDULE OF ATTACHED DOCUMENTS

VENDOR/SUB.

RELATING TO SCHEDULE OF VALUES #

1. Abram Rodriguez Surveying

Item #3 – Site Prep/Grading

Final Release

Conditional Waiver And Release Upon Final Payment

Upon receipt by the undersigned of a check from G.A.S. Enterprises, Inc. (1) in the sum of \$ 1,800.00 (2) payable to Abram Rodriguez (3) and when the check has been properly endorsed and has been paid by the financial institution upon which it is drawn, this document shall become effective to release any mechanic's lien, stop notice, or bond claim or right the undersigned has on the job of Meeting Hall/Pavilion (4) Located at Precinct No. 3 (5) This release covers the final payment to the undersigned for all labor, material, services, or, equipment furnished on the job, except for disputed claims for additional work in the amount of \$ -0- (8). Before any recipient of this document relies on it, the party should verify evidence of payment to the undersigned.

Abram Rodriguez Surveying
Company Name

By: Abram Rodriguez (3)
Signature

Owner
Title

Subscribed and sworn to before me on this date: 2/16/09

Notary Public: Maricela Nichols My commission expires 11-17-09



Key: 1-Maker of Check, 2-Check Amount, 3-Payee(s), 4-Project Owner, 5-Job Description, 6-Your Client, 7-Date, 8-Disputed claims.

**Request for Fuel Credit Cards
CC CONSENT**

Date: 04/07/2009
Submitted By: Ovidio Gonzalez, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department

Information**CAPTION**

1. Presentation for discussion, consideration and approval of Comdata Corporation/Transmontaigne Product Services, Inc. request form(s) submitted by Elected Officials/Department Heads/Agency and/or Program Directors:

a. Constable Pct. 3

2. If applicable, requesting authority to cancel all existing/current Fleet Fueling System cards (i.e. Arguindegui Oil Co., Comdata, and commercial fuel credit cards- Conoco, Exxon, Shell & Valero) upon receipt, activation and distribution of new cards with confirmation of applicable/required training;

a. Community Supervision and Corrections Department, aka, Adult Probation

BACKGROUND

Please see attached Comdata Fuel card Application/Request forms submitted by Department(s).

Funding sources provided by department(s).

Fiscal Impact

FISCAL YEAR: 2009

ACCT. #: 9-1100-421-00-293-001-0-682

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Available Balance as of 4-3-09 \$50,003.65.

Attachments

Link: [const pct 3 04.07.09](#)

Link: [cscd 04.07.09](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	04/02/2009 01:42 PM	APRV

2	Budget & Management	Ivan Cantu	04/02/2009 01:46 PM	APRV
3	Veronica Lopez	Angela Garcia	04/03/2009 07:37 AM	APRV
4	Budget & Management	Ivan Cantu	04/03/2009 07:46 AM	APRV
5	Ivan Cantu	Ivan Cantu	04/03/2009 08:11 AM	APRV
6	Auditor's Office		04/03/2009 04:01 PM	NEW

Form Started By: Ovidio Gonzalez
Started On: 04/01/2009 02:47 PM

Final Approval Date: 04/03/2009

FUEL CREDIT CARD REQUEST FORM

Purpose: This form will be used by Hidalgo County Purchasing Department to request a fuel card for County business use only. The Requestor must be authorized to sign for the billing account number provided by the department.

☐ Add Vehicle Card
 ☒ Add Driver Pin
 ☐ Delete/ Cancel Card
 ☐ Delete/Cancel Driver

Department:	Hidalgo County Constable Precinct 3		
Billing Address:	730 N. Greyfogle Rd Mission, TX 78572		
Fuel Card Manager:	Raquel V. Cava205		
	This person can not have use of the fuel card		
Phone Number:	956-205-7031	County Email:	Raquel.ramos@co.hidalgo.tx.us
Web user Name:		Password:	
Hidalgo Co Acct Number:	9-1100-421-00-293-001-0-682		
Requested By:	Lazaro Gallardo, Jr.		
	Sign & Print Elected/Official Supervisor/Director		

On behalf of my department, I hereby request fuel cards for the following department vehicles. I understand that there will be one fuel card per requested vehicle. I understand that each card is to be used for the purpose of obtaining fuel for the designated Hidalgo County vehicle for which the card is issued.

<i>For Purchasing Department Use Only</i>	
Approved by Commissioners Court On:	
Reviewed by Fuel Card Administrator:	
Cards Received by Dept on:	Date Returned/Cancelled:
Fuel Cards Received by Department:	
Sign & Print Authorized Elected Official/Supervisor/Director	

Vehicle Plate No (N/A = Non-vehicle)	Description (Vehicle or Non-vehicle Equip.)	VIN Number (N/A = Non-vehicle)	Purchasing Dept. Use Only Card Number
620 SZR	2001 Ford Crown Victoria	2FAFP71WX1X169632	
230 188	2006 Ford F150 Pickup	1FTPX12V16KD82030	
102 4098	2002 Ford F150 Pickup	1FTRW07L22KE23966	
102 4099	2005 Ford F150 Pickup	1FTRW07L42KE23967	
102 4170	2008 Ford Crown Victoria	2FAFP71V08X138987	

List all names of drivers who will fuel a Hidalgo County vehicle. Drivers who have not submitted their driver's information to Department of Budget Management Safety Division (DBM) will not be allowed a Pin number to fuel up. All Drivers must submit all proper documentation requested by DBM before driving a Hidalgo County vehicle.

User Name	DOB	User ID (6 digits)	DBM Use Only License Verification	Purchasing Dept. Use Only Training Date & Signed Fuel Policy
Santos Alaniz				
Leroy Ortiz				
Dan Broyles				

FUEL CREDIT CARD REQUEST FORM

Purpose: This form will be used by Hidalgo County Purchasing Department to request a fuel card for County business use only. The Requestor must be authorized to sign for the billing account number provided by the department.

☐ Add Vehicle Card
 ☒ Add Driver Pin
 ☐ Delete/ Cancel Card
 ☐ Delete/Cancel Driver

Department:			
Billing Address:			
Fuel Card Manager:			
	This person can not have use of the fuel card		
Phone Number:		County Email:	
Web user Name:		Password:	
Hidalgo Co Acct Number:			
Requested By:			
	Sign & Print Elected/Official Supervisor/Director		
On behalf of my department, I hereby request fuel cards for the following department vehicles. I understand that there will be one fuel card per requested vehicle. I understand that each card is to be used for the purpose of obtaining fuel for the designated Hidalgo County vehicle for which the card is issued.			

<i>For Purchasing Department Use Only</i>	
Approved by Commissioners Court On:	
Reviewed by Fuel Card Administrator:	
Cards Received by Dept on:	Date Returned/Cancelled:
Fuel Cards Received by Department:	
Sign & Print Authorized Elected Official/Supervisor/Director	

Vehicle Plate No (N/A = Non-vehicle)	Description (Vehicle or Non-vehicle Equip.)	VIN Number (N/A = Non-vehicle)	Purchasing Dept. Use Only Card Number
893 598	2003 Ford Crown Victoria	2FAFP71W53X115044	
103 8707	2008 Ford F150 Pickup	1FTPX14V08X138987	
230 190	2006 Ford F150 Pickup	1FTPX12V56KD82029	
230 192	2006 Ford F150 Pickup	1FTPX12V36KD82031	
890 259	2005 Ford Crown Victoria	2FAFP71W5X123515	

List all names of drivers who will fuel a Hidalgo County vehicle. Drivers who have not submitted their driver's information to Department of Budget Management Safety Division (DBM) will not be allowed a Pin number to fuel up. All Drivers must submit all proper documentation requested by DBM before driving a Hidalgo County vehicle.

User Name	DOB	User ID (6 digits)	DBM Use Only License Verification	Purchasing Dept. Use Only Training Date & Signed Fuel Policy

FUEL CREDIT CARD REQUEST FORM

Purpose: This form will be used by Hidalgo County Purchasing Department to request a fuel card for County business use only. The Requestor must be authorized to sign for the billing account number provided by the department.

☐ Add Vehicle Card
 ☐ Add Driver Pin
 ☐ Delete/ Cancel Card
 ☐ Delete/Cancel Driver

Department:			
Billing Address:			
Fuel Card Manager:			
	This person can not have use of the fuel card		
Phone Number:		County Email:	
Web user Name:		Password:	
Hidalgo Co Acct Number:			
Requested By:			
	Sign & Print Elected/Official Supervisor/Director		
On behalf of my department, I hereby request fuel cards for the following department vehicles. I understand that there will be one fuel card per requested vehicle. I understand that each card is to be used for the purpose of obtaining fuel for the designated Hidalgo County vehicle for which the card is issued.			

<i>For Purchasing Department Use Only</i>	
Approved by Commissioners Court On:	
Reviewed by Fuel Card Administrator:	
Cards Received by Dept on:	Date Returned/Cancelled:
Fuel Cards Received by Department:	
Sign & Print Authorized Elected Official/Supervisor/Director	

Vehicle Plate No (N/A = Non-vehicle)	Description (Vehicle or Non-vehicle Equip.)	VIN Number (N/A = Non-vehicle)	Purchasing Dept. Use Only Card Number
890 260	2005 Ford Crown Victoria	2FAFP71W15X123516	
103 8708	2008 Ford F150 Pickup	1FPPX14V08FB16668	
54L DV9	2002 Ford F150 Pickup	1FTRED73X2KD20150	
58D Y45	2002 GMC Sierra Pickup	1GTEC14VX2Z228210	
618 SZR	2001 Ford Crown Victoria	2FAFP71W41X169626	

List all names of drivers who will fuel a Hidalgo County vehicle. Drivers who have not submitted their driver's information to Department of Budget Management Safety Division (DBM) will not be allowed a Pin number to fuel up. All Drivers must submit all proper documentation requested by DBM before driving a Hidalgo County vehicle.

User Name	DOB	User ID (6 digits)	DBM Use Only License Verification	Purchasing Dept. Use Only Training Date & Signed Fuel Policy

FUEL CREDIT CARD REQUEST FORM

Purpose: This form will be used by Hidalgo County Purchasing Department to request a fuel card for County business use only. The Requestor must be authorized to sign for the billing account number provided by the department.

☐ Add Vehicle Card
 ☐ Add Driver Pin
 ☐ Delete/ Cancel Card
 ☐ Delete/Cancel Driver

Department:			
Billing Address:			
Fuel Card Manager:			
	This person can not have use of the fuel card		
Phone Number:		County Email:	
Web user Name:		Password:	
Hidalgo Co Acct Number:			
Requested By:			
	Sign & Print Elected/Official Supervisor/Director		
On behalf of my department, I hereby request fuel cards for the following department vehicles. I understand that there will be one fuel card per requested vehicle. I understand that each card is to be used for the purpose of obtaining fuel for the designated Hidalgo County vehicle for which the card is issued.			

<i>For Purchasing Department Use Only</i>	
Approved by Commissioners Court On:	
Reviewed by Fuel Card Administrator:	
Cards Received by Dept on:	Date Returned/Cancelled:
Fuel Cards Received by Department:	
Sign & Print Authorized Elected Official/Supervisor/Director	

Vehicle Plate No (N/A = Non-vehicle)	Description (Vehicle or Non-vehicle Equip.)	VIN Number (N/A = Non-vehicle)	Purchasing Dept. Use Only Card Number
619 5ZR	2001 Ford Crown Victoria	2FAFP71W51X169618	

List all names of drivers who will fuel a Hidalgo County vehicle. Drivers who have not submitted their driver's information to Department of Budget Management Safety Division (DBM) will not be allowed a Pin number to fuel up. All Drivers must submit all proper documentation requested by DBM before driving a Hidalgo County vehicle.

User Name	DOB	User ID (6 digits)	DBM Use Only License Verification	Purchasing Dept. Use Only Training Date & Signed Fuel Policy

FUEL CREDIT CARD REQUEST FORM

APR 01 2009
2:20pm

Purpose: This form will be used by Hidalgo County Purchasing Department to request a fuel card for County business use only. The Requestor must be authorized to sign for the billing account number provided by the department.

☐ Add Vehicle Card
 ☐ Add Driver Pin
 ☐ Delete/ Cancel Card
 ☒ Delete/Cancel Driver

Department:	HIDALGO COUNTY CSCD (ADULT PROBATION)		
Billing Address:	P O BOX 970 EDINBURG, TEXAS		
Fuel Card Manager:	DIANA G SOLIS & NOELIA RAMIREZ		
	This person can not have use of the fuel card		
Phone Number:	956-587-6008	County Email:	ad004@hidalgocscsd.com
Web user Name:		Password:	
Hidalgo Co Acct Number:			
Requested By:	JOE LOPEZ, EXECUTIVE DIRECTOR		
	Sign & Print Elected/Official Supervisor/Director <i>Joe Lopez</i> 4-1-09		

On behalf of my department, I hereby request fuel cards for the following department vehicles. I understand that there will be one fuel card per requested vehicle. I understand that each card is to be used for the purpose of obtaining fuel for the designated Hidalgo County vehicle for which the card is issued.

<i>For Purchasing Department Use Only</i>	
Approved by Commissioners Court On:	
Reviewed by Fuel Card Administrator:	
Cards Received by Dept on:	Date Returned/Cancelled:
Fuel Cards Received by Department:	
Sign & Print Authorized Elected Official/Supervisor/Director	

Vehicle Plate No (N/A = Non-vehicle)	Description (Vehicle or Non-vehicle Equip.)	VIN Number (N/A = Non-vehicle)	Purchasing Dept. Use Only Card Number
1061941	2008 FORD EXPEDITION	1FMFU15568LA86753	
761-532	1999 15 PASSENGER VAN	1FBSS31L9XHB35796	

List all names of drivers who will fuel a Hidalgo County vehicle. Drivers who have not submitted their driver's information to Department of Budget Management Safety Division (DBM) will not be allowed a Pin number to fuel up. All Drivers must submit all proper documentation requested by DBM before driving a Hidalgo County vehicle.

User Name	DOB	User ID (6 digits)	DBM Use Only License Verification	Purchasing Dept. Use Only Training Date & Signed Fuel Policy
RAUL MACIAS (Retired)	11/23/54	103962		

Agreements & PO Ratification**CC CONSENT**

Date: 04/07/2009
 Submitted By: Matilde Faz, PURCHASING DEPT.
 Submitted For: Marty Salazar
 Department: PURCHASING DEPT.
 Agenda Category: Purchasing Department

Information**CAPTION**

1. Requesting authority to enter into a (1) one-month rental agreement for (20) twenty laptops for the Elections Department with (ICC) a division of SmartSource Computer & AV Rentals in the amount of \$110.00 ea./month, damage & theft waiver \$240.00 total of \$2,640.00 through requisition #152351. Effective: 04/08/09-05/07/09 (9-1100-414-00-130-001-0-442)
2. Requesting authority to enter into a (12) month renewal nexpose technical support agreement with Rapid7 LLC for the (IT) Information Technology Department through the following requisition #152139 in the total amount of \$11,842.50 (9-1100-415-00-200-002-0-336)(see attachment)
3. Ratification of purchase order #616062 erroneously approved in the amount of \$350.00 for the renewal of the premium plus membership subscription for Mike Robledo with Gantthead.com for the Hidalgo County (IT) Information Technology Department (9-1100-415-00-200-002-0-810);
4. Requesting authority to enter into a (12) month renewal maintenance agreement with Copy Graphics, Inc. for the W. I. C. Program through the following requisition #151108 for the following locations (9-1292-441-00-350-001-9-432;

Location	Model	Serial #	Agreement Term	Monthly Amount
Alamo W. I. C. Clinic	Canon C-130	NVG07563	Upon Approval	\$20.00
Roma W. I. C. Clinic	Canon IR-1023	THY07916	Upon Approval	\$20.00
Rio Grande City W. I. C. Clinic	Canon IR-1023	THY07902	Upon Approval	\$20.00

BACKGROUND**Fiscal Impact**

FISCAL YEAR: 2009 ACCT. #: Various
 FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:
 BUDGETARY IMPACT:
 Funds available for all pending requisitions as of 4-3-09.

Attachments

Link: [Ratification of PO](#)

Link: [Technical Support](#)

Link: [WIC Copy Graphics Agreements](#)

Link: [Rental of Laptops](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	04/03/2009 11:13 AM	APRV
2	Budget & Management	Veronica Lopez	04/03/2009 01:08 PM	APRV
3	Ivan Cantu	Ivan Cantu	04/03/2009 01:20 PM	APRV
4	Auditor's Office		04/03/2009 04:01 PM	NEW

Form Started By: Matilde Faz

Started On: 04/01/2009 08:09 AM

Final Approval Date: 04/03/2009

Requisition

Req # 00146694

PO # 616062

Date: 01/12/09

Consent
#14830
4/7/09

Bill To: x
x

Vendor: 319155
GANTTHEAD.COM
ATTN: KAREN FRASIER
4035 RIDGE TOP ROAD, STE 300
FAIRFAX VA 22030
FAX (703)272-2006

Ship To: INFORMATION TECHNOLOGY DEPARTMENT
100 E. CANO, 4TH FLOOR
EDINBURG TX 78540

Contact: RUBEN
956-292-7010

Contract No:

Special Instructions:
120109-01

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
1.00		PD. OF SVC: 01 JAN - 31DEC 09. PREMIUM PLUS MEMBERSHIP SUBSCRIPTION FOR ROBLEDO, MIKE DO NOT DUPLICATE ORDER PREMIUM PLUS MEMBERSHIP SUBSCRIPTION (01JAN-31DEC09) TO SUPPORT THE COUNTY'S VARIOUS DEPTS. Account No _____ 9-1100-415-00-200-002-0-810 REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233	350.00 Encumbrance 350.00 Freight .00 Total 350.00	350.00

594682

1-2-1-15-0810

Authorized By: _____

Requisition

Req # 00152139

PO #

Date: 03/31/09

Consent
14830
4/7/09

Bill To: x
x

Vendor: 355623
RAPID7 LLC
545 BOYLSTON STREET, STE 400
BOSTON MA 02116-3606
FAX (310) 640-6885

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
		Reference# Q59301 04/01/2009 THRU 04/01/2010 DO NOT DUPLICATE ORDER		
1.00	EACH	NEXPOSE TECHNICAL SUPPORT & UPGRADES UNLIMITED ACCESS TO TECHNICAL SUPPORT & AUTOMATIC PRODUCT UPGRADES, INCLUDING ANY AND ALL MAJOR RELEASES	4,882.50	4,882.50
1.00	EACH	NEXPOSE SUBSCRIPTION LICENSE NEXPOSE VULNERABILITY DEFINITIONS BY ELECTRONIC SUBSCRIPTION	6,510.00	6,510.00
1.00	EACH	ANNUAL APPLIANCE WARRANTY	450.00	450.00
		Account No _____	Encumbrance	
		9-1100-415-00-200-002-0-336	11,842.50	
			Freight	.00
			Total	11,842.50
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233 <i>4/1/09 - 4/1/2010</i>		

Authorized By: _____



RENEWAL INVOICE

Rapid7 LLC
545 Boylston St
Suite 400
Boston, MA 02115-3806
United States

Date 2/4/2009
Reference # Q59301
Due Date 3/31/2009
Sales Rep Fagore, Eric
Customer #
Service Start 1/1/2009
Service End 3/31/2010

Bill To

Martha Salazar
County of Hidalgo
100 N. Clossner Blvd
1st Floor
Edinburg, TX 78539
United States

RENTECH	1 NEXPOSE TECHNICAL SUPPORT & UPGRADES * Unlimited access to technical support & automatic product upgrades, including any and all major releases -- 15% of product list price	4,882.50	4,882.50
RENSUB	1 NEXPOSE SUBSCRIPTION LICENSE * NeXpose vulnerability definitions by electronic subscription -- 20% of product list price	6,511.00	6,511.00
RENAPP	1 ANNUAL APPLIANCE WARRANTY * 15% of appliance cost for first 3 years of contract	450.00	450.00

Notwithstanding anything to the contrary, Rapid7 is expressly authorized by Licensee to ship and invoice for the Products listed above upon execution of this Product Order Form. Any terms and conditions in Licensee's purchase order, which may or may not become available, shall be of no force or effect.

Check One:

☐ Customer has issued purchase order number _____ attached hereto.

☐ Customer's internal business practice does not require a purchase order in support of the products and/or services included on this Product Order Form. The invoice for such products and/or services should be mailed to the address below and will be paid within terms included on this Product Order Form.

Attn: _____

This Product Order Form is governed by the terms and conditions of the end user license agreement which can be found at www.rapid7.com/eula. By signing below, Customer accepts and agrees to be bound by such terms and conditions.

Signature _____

Total \$11,842.50



PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM

“SOLE SOURCE DECLARATION”

To: Hidalgo County Commissioners Court

From: Martha L. Salazar
Hidalgo County Purchasing Agent *mls*

Date: March 28, 2008

Re: “Sole Source Declaration” – Rapid7 LLC

Due to changing technology, it is most advantageous for the Information Technology Department to enhance this department’s productivity.

Hidalgo County (IT) Information Technology Department requires the use of Rapid7 Nexpose Internet Vulnerability Management System Software. This software would enable the department to scan and discover more vulnerabilities and eliminates false positives, detects and remediates vulnerabilities in more databases than traditional scanners. Rapid 7 LLC is the “sole source manufacturer, distributor, supplier and provider of technical support and subscription services for this software”.

The Purchasing Department attempted to contact a least four (4) known software providers and to solicit quotes with no success or response.

Therefore, the Information Technology Department requires the purchase of this software from Rapid7 LLC.

AI-8539**23.H.1.****Vulnerability Assessment Technology Purchase
CC REGULAR**

Date: 04/01/2008
Submitted By: Matilde Faz, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department **Purchasing only:** IT Department

Information**CAPTION**

A. Requesting approval of an "order" granting exemption from competitive bidding requirement under Texas Local Gov't. Code, Chapter 262, Section .024 (a)(7) "an item that can only be obtained from only one source;"

B. Approval of a "Sole Source Declaration" with authority to purchase from Rapid7 LLC a Nexpose Internet Vulnerability Management System in the amount not to exceed \$24,500.00 (req. #128498)

BACKGROUND**Fiscal Impact**

FISCAL YEAR: 2008 **ACCT. #:** 8-1100-415-00-200-002-0-747
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:

Amount available in req #128498 is \$24,500.00 for Rapid 7 LLC Sole Source Vendor.

Attachments

Link: [Nexpose Vulnerability Assessment Technology](#)

Link: [Sole Source Memorandum](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	03/28/2008 01:12 PM	APRV
2	Budget & Management	Dina Trevino	03/28/2008 02:28 PM	APRV
3	Ivan Cantu	Ivan Cantu	03/28/2008 03:00 PM	APRV
4	Auditor's Office	Linda Fong	03/28/2008 03:21 PM	APRV
5	Court Administrator	Monica Badillo	03/28/2008 03:32 PM	APRV

Form Started By: Matilde Faz Started On: 03/24/2008 02:17 PM
 Final Approval Date: 03/28/2008



Rapid7 LLC

**545 Boylston Street, Suite 400
Boston, MA 02116
[Tel] 617-247-1717
[Fax] 617-507-6488**

To Whom It May Concern:

This letter confirms that Rapid7 LLC is the sole source and sole supplier of NeXpose, as well as the sole provider of technical support and subscription services for the product. The NeXpose source code is owned exclusively by Rapid7; therefore, Rapid7 is the only supplier of product updates and new vulnerability definitions.

Second and subsequent years' technical support and subscription services are available exclusively through direct procurement from Rapid7. No resellers are permitted to resell Rapid7's annual support and subscription services; Rapid7 is the sole authorized source.

NeXpose is unique in that we employ an artificial intelligence engine called JESS (Java Expert System Shell). This patented technology is not replicated in any vulnerability assessment system other than NeXpose.

If I can be of further assistance, please contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "Nick Fasano", with a stylized flourish at the end.

Nick Fasano
National Sales Director
617 247 1717
nick_fasano@rapid7.com



Rapid7 LLC
898 N. Sepulveda Blvd
Suite 500
El Segundo CA 90245
United States
(310) 760-4640 Phone / (310) 640-6885 Fax
www.rapid7.com
Tax ID # 74-3111935

Bill To

Renan Ramirez
County of Hidalgo
100 N. Closner Blvd.
Edinburg TX 78539
United States

PRODUCT ORDER FORM

Date 3/7/2008
Reference # Q58155
Expires 3/31/2008
Sales Rep Brodhag, Andrew J
PO #
Terms Net 30

Req. 128498

NXNSC	1	NEXPOSE INTERNET VULNERABILITY MANAGEMENT SYSTEM * Includes software license for 1 NeXpose Security Console & Scan Engine	10,000.00	10,000.00
NXIPLIC	300	NEXPOSE IP LICENSE FOR SPECIFIED IP RANGE * Permits scanning up to licensed number of IPs	58.50	17,550.00
NXDISLIC	1	NEXPOSE DISCOVERY LICENSE FOR SPECIFIED NUMBER OF IPs * Permits discovery scanning for a Class B IP range	5,000.00	5,000.00
NXAPPLIANC E	1	NEXPOSE APPLIANCE * Plug and Play * 1U rack mount * LCD Display for easy configuration to the network Warranty: Hardware will be replaced while under maintenance for three years from date of delivery. Maintenance is included for the first year. Customer is responsible for backup of data.	3,000.00	3,000.00
NXTECH	1	ONE YEAR NEXPOSE TECHNICAL SUPPORT & UPGRADES * Unlimited access to 24 hour technical support and automatic product upgrades, included any and all major releases — 15% of NeXpose product cost	0.00	0.00
NXSUBS	1	ONE YEAR NEXPOSE SUBSCRIPTION LICENSE * NeXpose vulnerability definitions by electronic subscription — 20% of NeXpose product cost	0.00	0.00

MARKETING PARTNER DISCOUNTS:

All discounts predicated on client serving as a "Marketing Partner". Client agrees to provide the following marketing support after NeXpose has been implemented in consideration for the marketing concession discounts:
* Serving as a reference for Rapid7 LLC (Rapid7 will schedule appropriately)
* Speaking to analysts as warranted
* Supporting the development of a case study
* Press release announcing the partnership upon contract execution
* Participation in joint press releases and/or articles for media publication as warranted

Subtotal 35,550.00
Discount (DISCPROMO) -11,075.00
Shipping Cost (UPS Ground - Flat Rate) 25.00
Total \$24,500.00



What Rapid7's Customers are Saying

"With its remote access capabilities, NeXpose allows me to delegate to our other IT administrators and ensure every campus department is covered in our network audits. I can locate the systems that have the most problems in only a few clicks...The reporting capabilities are better than anything we used previously... The vulnerabilities discovered by NeXpose are thoroughly explained and remediation steps are outlined for addressing them. We can also generate an executive summary for upper management." - *Joe Ferris, Florida State University*

"NeXpose is extremely thorough in its compliance checking against devices; [it] also demonstrated it enables integration with other technologies. We can easily integrate it with the Peregrine Service Center, the software we use for call-ticketing and incident-handling...The product is easy to use; the interface makes it simple to set up and perform the scanning. We were also pleased to learn that it is an affordable solution and fit within our budget." - *David Fournier, Hannaford Bros. Co.*

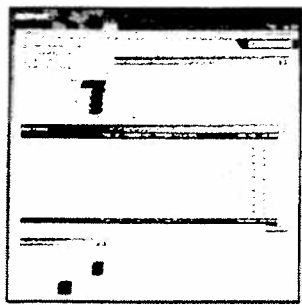
"The functionality is unsurpassed. I almost jumped up and down with joy when I saw it could work against all of those different hardware platforms, databases, and OSs. I was also impressed with the license flexibility. So many other products cannot be used for a rotating audit schedule, while your license plan seems tailored to my circumstance. I was very impressed with the multiplatform, multiOS, and multiapplication approach; and especially, I like the credentials. I am so happy I can do OS patch level scans and do a web crawl that catches cross-site scripting and other application type vulnerability IN ONE PRODUCT." - *Edward Melchior, University of Wisconsin Milwaukee*

"We wanted to minimize risks in our environment and prevent potentially destructive events from occurring. We're using NeXpose for protecting both our network backbone and devices at our Boston headquarters...Other products found the security problems but didn't provide a way to solve them. My focus is on finding solutions; therefore it was a huge difference for me that NeXpose explains what I need to do to fix a problem." - *Tom Scott, Newbury Comics.*

"We've found NeXpose to be very intuitive and easy to use. Most of our staff has picked it up with minimal training. The risk scanning process has become very flexible now because NeXpose affords usability throughout our organization that we did not have before." - *Pamela Sutton, Miami Dade County*

mission critical data and protect their customers from hackers and exploits.

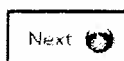
NeXpose combines the following into a Unified Vulnerability Managment solution, enabling non-stop, flexible protection from network security threats:



[Click to enlarge](#)

- Vulnerability management - scan your environment from both inside and outside the firewall to find exposures that can compromise your network
- Risk assessment - identify risk based upon how the vulnerability in one system affects another
- Policy and compliance reporting - determine if your systems comply with corporate or regulatory policies
- Remediation guidance - fix vulnerabilities quickly and easily with the information provided in remediation reports
- Accurate scanning - delivers accurate scanning results in less time with an expert system that follows an assessment process similar to that used by ethical hackers
- Automated ticketing - manages the remediation workflow process with an internal ticketing system to delegate remediation tasks to the analysts and administrators responsible for individual systems.

NeXpose audits Web applications, databases, operating systems, servers, and network devices from a single product. NeXpose, available as a software product, hardware appliance or a managed service, runs on Linux and Window platforms and self manages internal database, program and vulnerability library updates.



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What is NeXpose?

In 2000, Rapid7 recognized the need for a powerful and intelligent all-in-one vulnerability management solution. After working with security experts and security professionals to define and develop this unique solution, the Rapid7 team emerged with NeXpose. Today, NeXpose is the number one choice of security experts and thousands of security professionals to protect their global assets, secure



PRODUCT ORDER FORM

Terms and Conditions

PURCHASE ORDER NOTES:

Your signature on this Purchase Order Form shall be a binding, non-cancelable agreement between Licensee and Rapid7. Delivery and use of the product(s) listed shall be governed in accordance with the terms listed here and those terms accompanying the software.

PAYMENT TERMS:

- * Customer responsible for any costs incurred in the collection of this debt, including attorney's fees and court costs.
- * Rapid7 LLC reserves the right to correct and/or collect state or government taxes assessed, as required by law, without notice.

SERVICE RENEWAL:

This service will be automatically renewed at the list price in effect at the end of the Initial Term, and each Term extension thereafter, unless either party delivers to the other party a written termination notice at least thirty (30) days prior to the end of the then current Term or Term Extension. Failure to provide termination notification shall not be considered grounds for non-payment.

MARKETING PARTNER DISCOUNTS:

All discounts predicated on client serving as a "Marketing Partner". Client agrees to provide the following marketing support after NeXpose has been implemented in consideration for the marketing concession discounts:

- * Serving as a reference for Rapid7 LLC (Rapid7 will schedule appropriately)
- * Speaking to analysts as warranted
- * Supporting the development of a case study
- * Press release announcing the partnership upon contract execution
- * Participation in joint press releases and/or articles for media publication as warranted

ACCEPTED BY:

NAME:

TITLE: _____ DATE: _____

BILL TO ADDRESS:

SHIP TO ADDRESS:

Requisition
W.I.C. PROGRAM

Req # 00151108

PO #

Date: 03/12/09

Consent
#14830
4/7/09

Bill To: x
x

Vendor: 78174

COPY GRAPHICS, INC
221 NORTH 10TH
MCALLEN TX 78501
FAX (956) 630-2628

Ship To: W.I.C. PROGRAM
3105 W. UNIVERSITY DR
EDINBURG TX 78539

Contact: MGONZALEZ
956-381-4646

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		SERVICE MAINTENANCE FOR CS 130 - FOR RIO GRANDE CITY, ROMA WIC, ALAMO WIC #2 DO NOT DUPLICATE ORDER		
7.00	EACH	NVGO7563 SERVICE CONTRACT FOR CANON C-130 FOR ALAMO WIC CLINIC 4129 S. TOWER RD. MARCH- SEP. 2009	20.00	140.00
7.00	EACH	THY07916 SERVICE CONTRACT FOR CANON IR-1023 FOR ROMA, 1505 N. GRANT (HWY 83) FOR MARCH- SEPT. 2009	20.00	140.00
7.00	EACH	THY07902 SERVICE CONTRACT FOR CANON IR-1023 FOR RIO GRANDE WIC, 604 N. GARZA ST. RIO GRANDE CITY TX. FOR MARCH - SEPT. 2009	20.00	140.00
		Account No _____	Encumbrance	
		9-1292-441-00-350-001-9-432	420.00	
			Freight	.00
			Total	420.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

COUNTY *of* HIDALGO

*Women, Infants and
Children Nutrition Program*

3105 W. University Dr.
Edinburg, Texas 78539
(956) 381-4646
(956) 380-4056 Fax

MAR 26 2009

11:48 AM

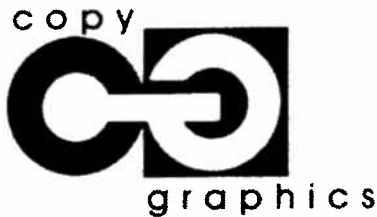
To: Matilde Faz, Purchase Administrator
From: Margarita Gonzalez, Administrative Technician II
Thru: Norma Longoria, WIC Director *ML*
Date: March 26, 2009
RE: Service Agreement

Please place the service agreement with Copy Graphics for these 3 Cs- 130 Copiers for the WIC Program on Commissioners Court.

9.1292.441.00.350.001.9. 432

Req. 151108

3/27/09 10:26 am requested agreement @ correct date



www.copyg.com

221 North Tenth St • McAllen, Texas 78501

Phone (956) 631-0205

Fax (956) 630-2628

1-800-894-0133

COPIER SERVICE AGREEMENT - SCAN

This agreement is between Copy Graphics, Inc. and:

Company Name Hidalgo Co WIC Program Cust# 2104

Physical Address 3105 W University Dr Billing Address (same)

City/State/Zip Edinburg, TX 78539 City/State/Zip _____

Phone/Fax 956-381-4646 / 956-381-0017 Phone/Fax _____ / _____

EQUIPMENT COVERED

Model: Canon C-130 Options: _____ SN: NVG07563

Starting Meters: _____ Copy/Print Clicks: _____ Scan: _____

Rate: \$ 20.00 for 1,000 clicks. Overage Rate: \$.02 per click.

All scans will be charged at \$.0025 per scan when scans exceed service agreement minimums or actual print usage. Scan meters will be checked every anniversary date of the contract and billed yearly.

Effective dates of agreement from January 1, 2009 to December 31, 2009 or clicks specified.

Contract to be billed: ☐ Yearly ☐ Quarterly ☒ Monthly ☐ Included in Lease

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.**

Authorized Signature

Juan D. Salinas III

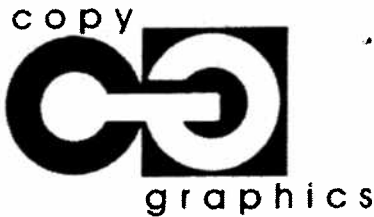
Print Name

Ana Escobar

Copy Graphics, Inc. Representative

County Judge
Title

4/7/09
Date



MAR 26 2009

A 11.488

www.copyg.com

221 North Tenth St • McAllen, Texas 78501

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1-800-894-0133

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Physical Address 3105 W University Dr Billing Address (same)

City/State/Zip Edinburg, TX 78539

City/State/Zip _____

Phone/Fax 956-381-4646

/ 956-381-0017

Phone/Fax _____

EQUIPMENT COVERED

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Authorized Signature

Juan D. Salinas III

Print Name

Ana Escobar

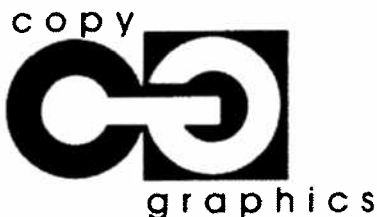
Copy Graphics, Inc. Representative

Hidalgo County Judge

Title

4/7/09

Date



www.copyg.com

221 North Tenth St • McAllen, Texas 78501

Phone (956) 631-0205

Fax (956) 630-2628

1-800-894-0133

COPIER SERVICE AGREEMENT - SCAN

This agreement is between Copy Graphics, Inc. and:

Company Name Hidalgo Co WIC Program Cust# 2104

Physical Address 1505 N Grant (Hwy 83) Billing Address 3105 W University Dr

City/State/Zip Roma, TX 78584 City/State/Zip Edinburg, TX 78539

Phone/Fax 956-849-1459 / 956-849-1453 Phone/Fax 956-381-4646 / 956-381-0017

EQUIPMENT COVERED

Model: Canon IR-1023 Options: _____ SN: THY07916

Starting Meters: _____ Copy/Print Clicks: _____ Scan: _____

Rate: \$ 20.00 for 1,000 clicks. Overage Rate: \$.02 per click.

All scans will be charged at \$.0025 per scan when scans exceed service agreement minimums or actual print usage. Scan meters will be checked every anniversary date of the contract and billed yearly.

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Authorized Signature

Juan D. Salinas III

Print Name

Jose Escobar

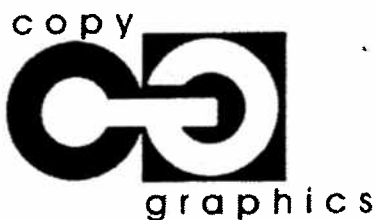
Copy Graphics, Inc. Representative

County Judge

Title

4/1/09

Date



MAR 26 2009

A. 11-4811

www.copyg.com

221 North Tenth St • McAllen, Texas 78501

Phone (956) 631-0205

Fax (956) 630-2628

1-800-894-0133

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Physical Address 1505 N Grant (Hwy 83) Billing Address 3105 W University Dr
City/State/Zip Roma, TX 78584 City/State/Zip Edinburg, TX 78539
Phone/Fax 956-849-1459 / 956-849-1453 Phone/Fax 956-381-4646 / 956-381-0017

EQUIPMENT COVERED

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Authorized Signature

Juan D. Salinas III

Print Name

Ane Escobar

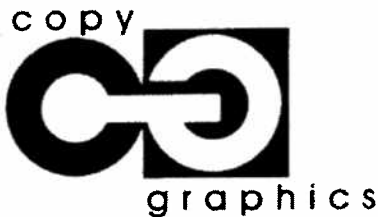
Copy Graphics, Inc. Representative

Title

Hidalgo County Judge

Date

4/1/09



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221 North Tenth St • McAllen, Texas 78501

Phone (956) 631-0205

Fax (956) 630-2628

1-800-894-0133

COPIER SERVICE AGREEMENT - SCAN

This agreement is between Copy Graphics, Inc. and:

Company Name Hidalgo Co WIC Program Cust# 2104

Physical Address 604 N Garza St Billing Address 3105 W University Dr

City/State/Zip Rio Grande City, TX 78582 City/State/Zip Edinburg, TX 78539

Phone/Fax 956-488-0500 / 956-488-8356 Phone/Fax 956-381-4646 / 956-381-0017

EQUIPMENT COVERED

Model: Canon IR-1023 Options: _____ SN: THY07902

Starting Meters: _____ Copy/Print Clicks: _____ Scan: _____

Rate: \$ 20.00 for 1,000 clicks. Overage Rate: \$.02 per click.

All scans will be charged at \$.0025 per scan when scans exceed service agreement minimums or actual print usage. Scan meters will be checked every anniversary date of the contract and billed yearly.

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Authorized Signature

Juan D. Salinas III

Print Name

Ana Escobar

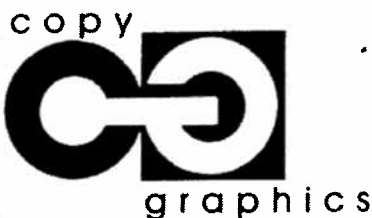
Copy Graphics, Inc. Representative

County Judge

Title

4/7/09

Date



MAR 26 2009

[Handwritten signature]

www.copyg.com

221 North Tenth St • McAllen, Texas 78501

Phone (956) 631-0205

Fax (956) 630-2628

1-800-894-0133

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City/State/Zip Rio Grande City, TX 78582 City/State/Zip Edinburg, TX 78539

Phone/Fax 956-488-0500 / 956-488-8356 Phone/Fax 956-381-4646 / 956-381-0017

EQUIPMENT COVERED

Model: Canon IR-1023 Options: _____ SN: THY07902

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Authorized Signature

Juan D. Salinas III

Print Name

Ana Escobar

Copy Graphics, Inc. Representative

Title

Hidalgo County Judge

Date

4/7/09

Requisition

Req # 00152351

PO #

Date: 04/01/09

Bill To: x
x

Vendor : 357952

SMARTSOURCE COMPUTER & AV RENTALS
265 OSER AVENUE
HAUPPAUGE NY 11788

Ship To: ELECTIONS
101 S. 10TH AVENUE
EDINBURG TX 78539

Contact: TERRY TRUJILLO
956-318-2570

Contract No:

Special Instructions:

REQ # 46

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
20.00	EACH	DO NOT DUPLICATE ORDER PC LAPTOPS DELL D610 INTEL MOBILE 213 GHZ LAPTOP RAM 2GB HD 80G CD DVD/RW PERIPHERALS 10/100 ETHERNET INSTALLED / 56K MDM PERIPHERALS WIRELESS G ETHERNET USB SCROLL MOUSE PERIPHERALS A/C ADAPTER WITH POWER CORD, CASE NOTE: ALL LAPTOPS MUST HAVE 4 USB PORTS EACH	110.00	2,200.00
20.00	EACH	SOFTWARE: PRE-LOAD CLIENT IMAGE IF NEEDED @ 10.00 EACH SOFTWARE PRE-LOAD CLIENT IMAGE IF NEEDED	10.00	200.00
1.00	BULK	DAMAGE AND THEFT WAIVER	240.00	240.00
		Account No _____	Encumbrance	
		9-1100-414-00-130-001-0-442	2,640.00	
			Freight	.00
			Total	2,640.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____



ICCRents, a division of SmartSource

2025 Glen Ellyn Rd, Glendale Heights, IL 60139

Phone: 630.588.0200 Fax: 630.622.0370

www.iccrents.com

Important Information!

ICCRents is a division of SmartSource Rentals. Any charges to a credit card will come from SmartSource Rentals. Please sign T & C page 2.

Today's Date:
4/2/2009

Date Rented:
Wednesday, April
08, 2009

Due Back:
Friday, May 08,
2009

Shipping or
Delivery
Information:

Fed Ex 3 day

ICC Confirmation Number:

MG90687

BILLING INFORMATION:

Company: HIDALGO COUNTY ELECTIONS
Address: 100 N. CLOSER BLVD, EDINBURG TX
Contact: MIKE RAMIREZ KANTO
Phone: (956) 292-7702 Ext: _____
Fax: (956) 318-2570
Email: mike.kanto@co.hidalgo.tx.us;terry.brujillo@co.hidalgo.tx.us
OrdBy/PO: MIKE RAMIREZ KANTO

SHIPPING INFORMATION:

Ship To: HIDALGO COUNTY ELECTIONS
Address: 100 N. CLOSER BLVD,
City: EDINBURG TX
Show/Bth: _____
Show/Bth: _____
Contact: MIKE RAMIREZ KANTO
Phone: (956) 292-7702 Ext: _____
Contact2: _____
Phone2: _____

METHOD OF PAYMENT:

Type: BILL W/PO
PO: _____ Fax: _____
CC No: _____
Holder: _____
Chg/Hold: _____

DELIVERY VIA:

Del By: FEDEX S/O Set-Up: ☒
FX/UPS#: CLIENTS ACCOUNT #
Hold For: _____
Insure: _____ C.O.D.: _____
Pick-Up: CLIENT TO SHIP BACK

QTY	CATEGORY	MODEL/PROCESSOR	RAM	HD	CD	UNIT PRICE	AMOUNT
20	PC LAPTOPS	DELL D610 INTEL MOBILE 2.13 GHZ LAPTOP	2GB	80G	DVDRW	110.00	2200.00
20	PERIPHERALS	10/100 ETHERNET INSTALLED/56K MDM				Included	Included
20	PERIPHERALS	WIRELESS G ETHERNET, USB SCROLL MOUSE				Included	Included
20	PERIPHERALS	A/C ADAPTER WITH POWERCORD, CASE				Included	Included
	NOTES	ALL LAPTOPS MUST HAVE 4 USB PORTS EACH					
20	SOFTWARE	PRE-LOAD CLIENT IMAGE IF NEEDED				10.00	200.00
1	PERIPHERALS	DAMAGE AND THEFT WAIVER				240.00	240.00

SubTotal: \$2,640.00 Del: \$0.00 Ship: \$0.00 Union: \$0.00 Tax: \$0.00 Total: \$2,640.00

Notes:

Q/S:

Software:

All Credit Card Charges will show up on your statement as "SmartSource Rentals"

An Automatic Extension of this rental will be processed if equipment is not returned by: 5/8/2009

*2 days grace will only be granted upon return of monthly contract. Shipping time built into rental periods that are less than one month in term Page 1 of 2

ICC Computer Rental Confirmation

Terry

From: Rosenthal, Maria [mrosenthal@smartsourcerentals.com]
Sent: Thursday, April 02, 2009 10:51 AM
To: terry.trujillo@co.hidalgo.tx.us
Subject: ICC Computer Rental Confirmation
Attachments: ICC order confirmation.pdf, Damage waiver.pdf

Thank you very much for placing this order with SmartSource Rentals. Please note, to fulfill your order simply follow the steps outlined below:

2 Steps to complete your attached order:

- 1) **ORDER CONFIRMATION:** Please sign and fax or email back the order confirmation attached.
- 2) **OPTIONAL INSURANCE:** If you so choose, please sign and fax or email back the **OPTIONAL** damage waiver attached. This is extra insurance on your rental. If you sign this document, 10% will be calculated and added to the subtotal of your contract.

Important Information regarding your attached order:

- **ORDER ACCURACY:** Always double check the billing, delivery, and equipment details of your order.
- **CANCELLATION:** Unless otherwise agreed upon in writing, SmartSource will charge the full amount for orders cancelled within 24-hours of shipment.
- **EXTENSIONS:** An automatic extension of this rental will be processed if the equipment is not returned by the "Date Due Back"
- **SUPPORT:** SmartSource provides 24x7 support. Please call the number on your contract for support during your rental.

Please call SmartSource for your nationwide rental needs. Thank you for your business!

Thank you,

Maria Rosenthal
Account Executive
P 630.588.0200 F 630.622.0370
www.smartsourcerentals.com

ICC Rents is now a division of SmartSource Rentals

Anaheim · Atlanta · Boston · Chicago · Dallas · Eugene · Ft. Lauderdale · Las Vegas · Long Island · Los Angeles
New York · Orlando · Philadelphia · Phoenix · Portland · San Diego · San Francisco · Seattle · Washington, DC

****Please note:** ICCRents is now a division of **SmartSource Rentals**. If you are paying by credit card, all charges on your credit card statement will appear from SmartSource Rentals. Take advantage of ICCRents' extended inventory and 21 full service locations.**

04/02/2009

Cont #: 90687

ICCrents, a Division of SmartSource Rentals- Terms and Conditions - Rental Agreement - Customer is bound by the terms and conditions of this agreement, customer signature is not required.

1. TERMS OF DELIVERED EQUIPMENT: Customer assumes all risk of loss or damage to the Equipment upon delivery of the Equipment by ICC or a designated ICC agent to Customer, and Customer shall be solely responsible for any such loss of or damage to the Equipment until the return of the Equipment to ICC's designated location. Requested time of delivery on the face of the agreement is a guideline for delivery and is not a guaranteed time of delivery. Client must be available to sign for the receipt of equipment or redelivery charges may apply. You acknowledge that prior to taking the Equipment, you examined it, saw it in operation (if appropriate), and are aware of its condition and that it is in good condition except for any defect noted on this contract. Loss or damage of Equipment will be charged to the Customer.

2. TERMS OF SHIPPED EQUIPMENT: Customer acknowledges that upon receipt of Equipment that is shipped to designated Customer location, you examined it, saw it in operation (if appropriate), and are aware of its condition and that it is in good condition except for any defect noted on this contract. Unless Customer notifies ICC to the contrary in writing within 2 hours of the receipt of the equipment, it shall be conclusively presumed that the equipment was received in full, with no missing items, and good operating condition. Equipment that is shipped to Customer is responsibility of Customer to ship back to ICC or ICC's designated location at Customer's risk and expense.

3. REPLACEMENT COSTS: Customer shall maintain and keep in force insurance in such amounts as shall be satisfactory to ICC covering the Equipment against fire, casualty, liability, theft and indemnity ICC for repair or replacement of the Equipment in the event of any damage to or loss or destruction of the Equipment, if ICC so requests, Customer's insurance required by this Agreement shall name ICC as an additional insured and loss payee. Replacement cost of equipment is based on many variables and solely ICC determines full replacement value. Replacement costs will be paid immediately and are not contingent upon receipt of payment to Customer by Customer's insurance carrier. Rental charges will continue to accrue until payment of the deemed replacement cost has been received in full by ICC. Rental charges will not be offset against replacement value.

4. BUY OUT: All buyout requests for rented Equipment must be made in writing to ICC. ICC will quote such buyout in writing to Customer. Solely ICC determines buyout value and rental charges will not be offset against buyout value. Any verbal agreement or quote with respect to buyout pricing is null and void. Rental charges will continue to accrue until payment for buyout is received by ICC in full.

5. RENTAL TERM: Customer agrees to rent the Equipment from ICC for the terms specified on the face of this Agreement. Start of the Rental term indicates the date the equipment ships from ICC's premises or designated premises is indicated on the face of the Agreement as the "Date Rented". The date Equipment should arrive back at ICC premises or designated location is indicated on the face of the Agreement as the date "Due Back". The terms of this Agreement can be extended for one or more successive renewal terms equal to the initial term, unless Customer provides ICC with written notice at least five (5) days prior to the end of the term or any renewal term that Customer is discontinuing rental of the Equipment.

6. EQUIPMENT RETURN: Customer acknowledges that it is solely the Customer's responsibility to return the Equipment to ICC or designated location. If the Equipment is not returned by the Customer by the date due back as indicated on the face of the Agreement, rental charges will continue to accrue as the Agreement will be extended for one or more successive renewal terms equal to the initial term. Equipment must be returned to ICC in good working condition. It is the responsibility of Customer to obtain a return receipt from ICC upon pick-up and such receipt must be kept by customer as a proof of return of rented equipment. Equipment is subject to inspection upon return to ICC or to ICC's designated location. If ICC or a designated ICC agent to Customer is picking up the equipment from a specific location, requested time of pick-up on the face of the agreement is a guideline and is not a guaranteed time of pick-up. Client must remain with the equipment, must not leave the equipment unattended in any circumstance, and is responsible for the equipment until the equipment is fully picked up and the client has obtained a pick-up receipt from ICC or designated ICC agent to the Customer.

7. SHIPPING RETURN: All Rental equipment MUST be packaged with extreme care and must be returned in good working condition to ICC. Adequate packaging material must be acquired at the expense of the Customer for the return shipment of equipment. Equipment must be shipped back with a packaging slip on each box indicating number of boxes, number of skids (if appropriate), and asset numbers of returned equipment. Equipment is subject to inspection upon return to ICC or to ICC's designated location. Upon inspection of shipments by ICC, Customer will be responsible for any replacement costs for the loss or damage to Equipment.

8. UNION FEES AND OTHER FEES: Client is solely responsible for any union fees, freight fees, electrical fees, equipment set-up fees, or any other fees incurred in association with rental of equipment, peripherals, and/or services. Client is solely responsible for any additional fees that may apply by a convention hall, hotel, or any other venue in association with rental of equipment, peripherals, and/or services.

9. CANCELLATION: Orders cancelled after the Equipment is shipped or within 24 hours prior to shipping are subject to a cancellation fee of 100% of the total rental shown on the front page of this Agreement plus an amount equal to charges incurred by ICC in connection with its procurement of the Equipment and shipping charges incurred prior to cancellation. This cancellation policy may be modified on the face of the agreement and that modification would supersede the standard 24-hour term on cancellation.

10. USE/MAINTENANCE/SERVICE: The Equipment shall be operated in a careful and proper manner by competent persons and only in accordance with the manufacturer's operating instructions. Customer shall not disassemble, modify, alter, attempt to repair, or change the Equipment in any manner. ICC agrees that it shall maintain, repair or replace any of the Equipment that fails to operate properly through no fault of Customer. Customer shall notify ICC immediately of any operating problems with Equipment and request instructions before taking any remedial action or returning it to ICC. Credits for operating problems with Equipment will only be considered if problems are immediately indicated and documented with ICC support staff. In the event that ICC determines that the need for maintenance or repair is caused by damage to the Equipment as a result of Customer's misuse, or improper use of the Equipment, or as a result of repair or service by a party other than ICC or its designee, Customer shall pay ICC for any repair or replacement parts and for ICC's hourly service charges and pay ICC for any repair or replacement parts and for ICC's hourly service charges and minimum fee for making the repair.

11. PAYMENT: Customer agrees to pay ICC the rental payments as specified in this Agreement and to pay all applicable federal, state or local taxes in connection with the rental or use of the Equipment. In the event payment is not made to ICC by the due date, Customer shall pay a late charge of one and one-half percent per month in addition to any payment due.

12. LOCATION: Customer agrees not to remove the Equipment from the Installation Location or other site where the equipment is located without ICC's express prior written consent. ICC shall have the right to inspect the Equipment at the Installation Location at any time during normal business hours.

13. ACCESSORIES: All non-consumable accessories, including but not limited to surge devices, boxes, fiber cases, canvas bags, corrugated boxes, manuals, power cords and computer cabling provided with the Equipment, whether or not specified herein, shall be deemed to be a part of the Equipment and shall be returned to ICC with the Equipment.

14. WARRANTY/DISCLAIMER: Customer acknowledges and agrees that ICC is neither the manufacturer or not an agent of the manufacturer of the equipment, and that ICC makes no warranties, express or implied, of any kind with respect to the equipment including but not limited to any warranty of merchantability of the equipment or its fitness for any particular purpose, or its design or condition, or its quality, capacity or workmanship. Customer rents the equipment as is with all its faults. It is agreed that ICC shall not be liable to customer for, and customer releases ICC from damages from any cause whatsoever, including but not limited to equipment malfunction, inoperability or customer's failure to properly operate the equipment. ICC expressly disclaims any liability for incidental or consequential damages. Customer agrees to look solely to the manufacturer of the equipment for any claim arising from any defect, breach of warranty or inability to use the equipment for any reason.

15. INDEMNIFICATION/COPYRIGHTS: Customer hereby indemnifies and holds harmless ICC, its officers, directors, agents and employees, from and against any and all loss, liability and expenses, including attorney's fees and expenses, for property damage or personal injury, including death, arising out of or in connection with the use or operation of the Equipment. ICC hereby notifies Customer that software or operating systems provided as part of the Equipment are protected under the copyright laws of the United States and that Customer is prohibited from duplicating, reproducing, publishing, reverse engineering or otherwise making any unauthorized use thereof. The indemnification set forth herein from Customer unauthorized use, duplication, reproduction or publication of copyrighted materials included with the Equipment.

16. LEGAL FEES, EXPENSES, ETC.: All legal expenses incurred will be borne by Customer, in the event that ICC takes legal action against Customer to enforce any of ICC's rights under this Agreement, including without limitation (i) any of ICC's rights to receive rentals, indemnification, reimbursement, costs of collection of any other sum provided for herein or (ii) any of ICC's rights to expenses incurred by ICC, directly or indirectly in connection with such legal action, including, without limitation, attorney's and expert fees.

17. CREDIT CARD FOR PAYMENT: This provision applies for Customer's making rental payments via credit card. Customer be charged for the rental of equipment for the rental period stated in the Agreement. Your signature on this Agreement is verification that the credit card on the face of the Agreement is valid and you are authorized to use this credit card. This agreement also verifies that you will be charged on this credit card, unless otherwise agreed upon in writing for the cost for any equipment lost, stolen, or damaged. If the rental contract is extended beyond the term stated above, all extensions will also be charged on the credit card listed on the face of the Agreement. All credit card charges will come from SmartSource Rentals as ICC is a division of SmartSource.

18. OBJECTIONS: If Customer objects to any terms and conditions of this Agreement or has any objection to the suitability of any Equipment or its acceptability for any purpose under this Agreement, Customer shall notify ICC in writing of Customer's specific objections upon receipt of this Agreement, prior to signing this Agreement, and prior to the delivery/shipping of your equipment from ICC premises or the premises of designated ICC agent. Any objections shall not be binding upon ICC unless received by ICC with the aforementioned stipulations. The parties agree that ICC has the right to reject Customer's objections and ICC, at its election may terminate this Agreement.

19. DEFAULTS: In the event that the Customer fails to comply with any of the provisions of this Agreement, including, without limitation making timely payments of sums due hereunder to ICC, or in the event that Customer becomes insolvent or makes an assignment for the benefit of creditors, or if any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings under Federal Bankruptcy code or any other law for the relief of debtors is instituted, or if the Equipment is levied upon or otherwise taken from the Installation location or other site where the equipment is located, then (i) Customer shall be deemed to be in default hereunder, and ICC at its option may declare this Agreement to be terminated, (ii) ICC or its agents may repossess and remove the Equipment, and (iii) ICC may pursue any other remedy it may have against Customer. If any of the Equipment is levied upon or removed from the Installation location or other site where equipment is located, Customer hereby agrees to pay ICC as liquidated damages the full amount of the fair market value of such Equipment. In addition to the foregoing, Customer hereby agrees to pay (i) all bank and other charges resulting from a check of Customer being returned for insufficient or uncollectible funds, (ii) all of ICC's costs of collection from Customer, (iii) a late charge of 1-2 3/4% per month of any delinquent amount, and (iv) any difference between (a) the actual rental provided herein for the term of the Agreement and (b) the rental that would have been charged by ICC had the rental payments been calculated on the basis of a term that commenced on the date of this Agreement and ended on the date of the Customer's default.

20. GENERAL: ICC shall not be responsible for failure to fulfill its obligations under this Agreement due to causes or circumstances beyond its control. In the event of any liability for ICC, such liability shall be limited solely to the rental charge of the Equipment. ICC shall not be liable for any consequential damages in the event of a default by ICC. Customer agrees that it may not and shall not offset against sums due to ICC for any existing or future claims that Customer may assert against ICC. This Agreement constitutes the entire Agreement and understanding between the parties and may not be altered, modified, or amended except in writing as signed by an authorized official to ICC.

This Agreement shall be governed by and construed under the laws of the State of Illinois.

Sign: _____ Printed Name: _____ Date: _____

Contract #: **MG 90687** Company: **HIDALGO COUNTY ELECTIONS** Page 2 of 2

SSR Optional Equipment Damage & Theft Waiver

SmartSource Rentals - 2025 Glen Ellyn Road - Glendale Heights - Illinois - 60139 - FEIN - 36-299-5167

Company: Hidalgo County Elections

Contact: Mike Ramirez Kanto

Dates Valid: 4/8/2009-5/8/2009

Contract#: 90687

This document serves as extra protection in the event that any equipment belonging to SSR is accidentally damaged or stolen while being rented. If I adhere to the terms in conditions below I, the customer, will not be liable for the repair or replacement of rented equipment should accidental damage or theft occur. The following are the terms and conditions of this agreement:

In the event of a theft of any rented equipment:

1. The client will file a police report within 24-hours of the theft.
2. The client will supply a copy of the police report to SSR within 24-hours of the theft.
3. Negligence to the occurrence of a theft will not be accepted as reason for not filing a police report within 24-hours.
4. Thefts reported after return of equipment to SSR will render this agreement null and void.
5. The client is responsible for monitoring and securing the equipment throughout the rental.

In the event of damage to any rented equipment:

1. The client will report, in writing, the damage incurred on equipment to SSR within 24-hours of incurring the damage.

This document shall become void for any one of the following reasons:

1. The above mentioned terms are not followed within the 24-hour time frame.
2. Damage/Loss to the equipment is found to be done intentionally.
3. Damage is due to the opening of any internal parts by anyone other than an SSR technician.
4. Damage/Loss is due to shipping.
5. Damage/Loss is due to movement of equipment without prior written authorization from SSR.
6. Government Officials destroy or take the equipment.
7. Equipment is used for reasons other than the intended.
8. If there is any breach in the terms and conditions of the original Rental Contract between SSR and the client.
9. Damage or theft is reported to SSR after the completion of the rental term.
10. If the client is not present during the delivery or pick-up of equipment.

Rental Sub-Total Amount - \$2,400.00

Damage Equipment and Theft Waiver Amount (10% of subtotal)- \$240.00

My signature on this document signifies that I agree to all of the terms and amounts of this waiver. My signature allows SSR to add 10% of the subtotal of my equipment rental to my finalized order. By not following the terms of this waiver, I give SSR the authorization to charge my credit card or account for the damage and/or loss of their equipment. I understand this damage/theft waiver is optional. Any other fees incurred by SSR for repairing or replacing equipment that has not been properly taken care of and does not meet the terms of this waiver shall also be charged to my credit card or account.

Accepted By X _____

Date X _____

FAX



Yvonne Ramón
Elections Administrator

101 South 10th Avenue
Edinburg, Texas 78539
956-318-2570
956-318-2569
www.hgoco.net/elections

**Hidalgo County
Elections
Department**

To:

Mati Faz

From:

Yvonne

Fax:

292-7612

Pages:

5

Phone:

Date:

Re:

ICC Laptops

cc:

• Comments:

If you have any questions

Please call.

Thank You.

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

AI-14852

10.N.

**Invoice Payment-Closner Construction
CC CONSENT**

Date: 04/07/2009
Submitted By: Vangie Garcia, 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 #1 in the amount of \$134,887.50 submitted by Closner Construction with authority for County Auditor to review and complete processing procedures and for County Treasurer to issue payment in connection with contract # C-08-320A-12-02-PO #616234 for Construction Services for "Repair, Reconstruction Of Culvert Pipe Bridge Washed-Out At Mi. 3N. & FM 491".

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1201-431-00-121-052-0-733
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
Amount available for PO #616234 \$134,887.50 for Closner Construction as of 4-2-09.

Attachments

Link: [Invoice Documentation](#)
Link: [Contract Documentation](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	04/02/2009 01:42 PM	APRV
2	Budget & Management	Ivan Cantu	04/02/2009 01:45 PM	APRV
3	Ivan Cantu	Ivan Cantu	04/02/2009 02:00 PM	APRV
4	Auditor's Office		04/03/2009 04:01 PM	NEW

Form Started By: Vangie Garcia
Started On: 04/01/2009 02:39 PM
Final Approval Date: 04/03/2009

**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 *NV*

Attn: Vangie

Fax:

Pages: 2

Phone:

Date: 4/1/09

Re: c-2008-320-12-02/ po#616234

CC:

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

• **Comments**

Please make arrangements to place the following invoice #1 from Closner construction 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.



LAREDO, TEXAS

6189 SH 359

PH: 956-712-3964

FAX: 956-712-3966/712-1746

LA FERIA, TEXAS

2809 W. EXPRESSWAY 83

PH: 956-797-0785

FAX: 956-797-0576

March 23, 2009

Pay Request No: 1

From: February 2, 2009

To: February 25, 2009

REPAIR, RECONSTRUCTION OF CULVERT PIPE BRIDGE WASHED-OUT AT MI. 3N & FM 491

ITEM #	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL	Complete to Date	Total Cost
ROADWAY IMPROVEMENTS							
A1	6" Lime Stabilized Subgrade	100	SY	\$ 3.75	\$ 375.00	100	\$ 375.00
A2	Prime Coat (0.15 gal/sy)	12	GAL	\$ 12.75	\$ 153.00	12	\$ 153.00
A3	3" HMAC Pavement (TY D) Base Course	80	SY	\$ 16.75	\$ 1,340.00	80	\$ 1,340.00
A4	12" Flex Base	100	SY	\$ 12.50	\$ 1,250.00	100	\$ 1,250.00
A5	Traffic Control	1	LS	\$ 5,000.00	\$ 5,000.00	1	\$ 5,000.00
A6	Metal Beam Guard Fence	104	LF	\$ 48.50	\$ 5,044.00	104	\$ 5,044.00
A7	Hydromulch Seeding	800	SY	\$ 2.75	\$ 2,200.00	800	\$ 2,200.00
A8	Striping	1	LS	\$ 3,500.00	\$ 3,500.00	1	\$ 3,500.00
STORM WATER IMPROVEMENTS							
B1	30" Temporary Drain PVC Pipe	230	LF	\$ 75.00	\$ 17,250.00	230	\$ 17,250.00
B2	60" Polymer Coated Corrugated Metal Pipe (M246)	70	LF	\$ 425.00	\$ 29,750.00	70	\$ 29,750.00
B3	Silt Fence for STM Water Pollution Prevention	560	LF	\$ 3.75	\$ 2,100.00	560	\$ 2,100.00
B4	Cement Stabilized Sand Backfill	166	CY	\$ 62.00	\$ 10,292.00	166	\$ 10,292.00
B5	Conc. Rip-Rap Slope Protection	65	CY	\$ 575.00	\$ 37,375.00	65	\$ 37,375.00
B6	Trench Safety for Storm Water	75	LF	\$ 15.00	\$ 1,125.00	75	\$ 1,125.00
B7	Channel Excavation for regarding ditch	160	LF	\$ 65.00	\$ 10,400.00	160	\$ 10,400.00
B8	remove Existing 30" RCP	70	LF	\$ 25.00	\$ 1,750.00	70	\$ 1,750.00
B9	Select Backfill (Roadway)	242	CY	\$ 11.75	\$ 2,843.50	242	\$ 2,843.50
B10	Fill Dam	140	CY	\$ 12.75	\$ 1,785.00	140	\$ 1,785.00
B11	15" RCP	8	LF	\$ 35.00	\$ 280.00	8	\$ 280.00
B12	Gravel Bedding (pit run gravel ¾" max. size)	13	CY	\$ 25.00	\$ 325.00	13	\$ 325.00
B13	4" PVC Waterline W/Couplings (2)	50	LF	\$ 15.00	\$ 750.00	50	\$ 750.00
TOTAL PROJECT AMOUNT					\$ 134,887.50		\$ 134,887.50

Contract Amount	\$ 134,887.50
Change Orders Amount	\$ -
Adjusted Contract Amount	\$ 134,887.50
Completed to Date	\$ 134,887.50
Less 10% Retainage	
Less Previous Payments	\$ -
Total Due This Invoice	\$ 134,887.50

Closner Construction Co L.C.

9-1201-431-00-121-052-0-733

PS 616234

C-2008-320-12-02

INVOICE RECEIVED BY
Nob Hunter on 3/27/09
GOODS/SERVICES RECEIVED BY:
John De La on 4/1/09

THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

CONSTRUCTION CONTRACT
C-2008-320-12-02

This Agreement, entered into this 2nd day of DECEMBER, 2008 by and between Hidalgo County (hereinafter called the "OWNER," and, CLOSER CONSTRUCTION CO. LC. (a Texas corporation), of County of Hidalgo, and State of Texas, hereinafter called "CONTRACTOR".

WITNESSETH

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

"REPAIR, RECONSTRUCTION OF CULVERT PIPE BRIDGE WASHED-OUT AT MI 3N & FM 491"

Hereinafter called the project, for the sum of ONE HUNDRED THIRTY FOUR THOUSAND EIGHT HUNDRED EIGHTY SEVEN Dollars and FIFTY Cents (\$ 134,887.50) and all extra work in connection therewith, under the terms and stated in the General and Special Conditions of the Contract; and at his (its or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, the General Conditions and Special Conditions printed or written explanatory matter thereof, the specifications and contract documents therefore as prepared by DOS LOGISTICS INC., entitled the Architect/Engineer, and as enumerated in Paragraph 1.01.A.12 of the General Conditions, all of which are made a part hereof and collectively evidence and constitute the contract.

The CONTRACTOR hereby agrees to commence work under this contract on or after a date to be specified in written "Notice to Proceed" of the OWNER and to fully complete the project within 120 consecutive calendar days thereafter. The CONTRACTOR further agrees to pay, as liquidated damages, the sum of \$ 200.00 for each consecutive calendar day thereafter.

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the contract, subject to additions and deductions, as provided in the General Conditions of the contract, and to make payments on account thereof as provided in Paragraphs 14.02.C and 14.07.C of the General Conditions.

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

APPROVED BY COMMISSIONERS COURT ON, 12/2, 2008.

CONTRACTOR: [Signature]
Print Name & Title: Jaime Closner President
Name of Firm: Closner Construction Co. LC

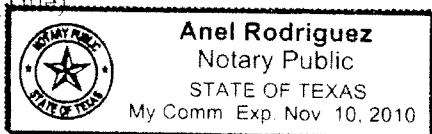
Address: 2809 W EXP 83
LA Feria, TX 78559

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

STATE OF TEXAS

COUNTY OF HIDALGO

This instrument was acknowledged before me on this the 2nd day of December, 2008, by Jaime Closner Of and on behalf of Closner Construction Co LC
President (Title) (A corporation)



[Signature]
Notary Public-Signature

APPROVED AS TO FORM:
Atlas & Hall, L.L.P.
800 Pecan
McAllen, Texas 78504

BY: [Signature]

ATTEST:

[Signature]
Arturo Guajardo, Jr., County Clerk

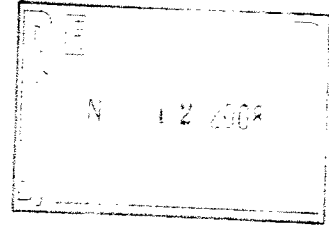
COUNTY OF HIDALGO:

[Signature]
Juan B. Salinas III, County Judge

COPY

BIDDERS ACKNOWLEDGEMENT

Bid for
HIDALGO COUNTY
"SERVICES"
BID NO.: 2008-320A-11-12-LRM



To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
100 E. Cano, 4th Floor - Administration Building
Edinburg, Texas 78539

US Postal Mail/Courier Address

Hidalgo County New Administration Building
2812 S Business Hwy 281
Edinburg, Texas 78539

Physical Location:

Hidalgo County New Administration Building
2802 S Business Hwy 281
(Southeast of Canton Rd & Business 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:

Casner Construction Co. L.C.

Address:

2209 W. Exp. 83 La Feria TX

By:

[Signature]

Printed Name:

James Casner

Title:

President

BID FORM

2008-320A-11-12-LRM

"REPAIR, RECONSTRUCTION OF CULVERT PIPE BRIDGE WASHED-OUT AT MI 3N & FM 491"

ROADWAY IMPROVEMENTS

Item No.	Est Quantity	Unit	Item Description	Unit Bid Price In Words	Unit Price In Figures	Total Extension In Figures
A1	100	SY	6" Lime Stabilized Subgrade	Three Dollars	\$	\$
A2	12	GAL	Prime Coat (0.15 gal/sy)	Seventy-Five Cents	3.75	375.00
A3	80	SY	3" HMAC Pavement (TY D) Base Course	Twelve Dollars	\$	\$
A4	100	SY	12" Flex Base	Seventy-Five Cents	12.75	153.00
A5	1	LS	Traffic Control	Sixteen Dollars	\$	\$
A6	104	LF	Metal Beam Guard Fence	Seventy-Five Cents	16.75	1,340.00
A7	800	SY	Hydromulch Seeding	Twelve Dollars	\$	\$
A8	1	LS	Striping	Fifty Cents	12.50	1,250.00
				Five Thousand Dollars	\$	\$
				Cents	5,000.00	5,000.00
				Forty-Eight Dollars	\$	\$
				Fifty Cents	48.50	5,044.00
				Two Dollars	\$	\$
				Seventy-Five Cents	2.75	2,200.00
				Three Thousand Dollars	\$	\$
				Five hundred	3,500.00	3,500.00

Roadway Subtotal	\$ 17,962.00
------------------	--------------

STORM WATER IMPROVEMENTS

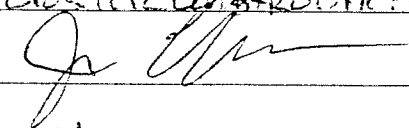
B1	230	LF	30" Temporary Drain PVC Pipe	Seventy-Five Dollars	\$	\$
B2	70	LF	60" Polymer Coated Corrugated Metal Pipe (M246)	Cents	75.00	17,250.00
B3	560	LF	Silt Fence for STM. Water Pollution Prevention	Forty-Five Dollars	\$	\$
B4	166	CY	Cement Stabilized Sand Backfill	Cents	425.00	29,750.00
B5	65	CY	Conc. Rip-Rap Slope Protection	Three Dollars	\$	\$
				Seventy-Five Cents	3.75	2,100.00
				Sixty-two Dollars	\$	\$
				Cents	62.00	10,292.00
				Five hundred Dollars	\$	\$
				Seventy-Five	575.00	37,375.00

B6	75	LF	Trench Safety for Storm Water	~~Fifteen~~ 0	Dollars		
					Cents	15.00	1,125.00
B7	160	LF	Channel Excavation for regarding ditch	~~Sixty-Five~~ 0	Dollars		
					Cents	65.00	10,400.00
B8	70	LF	Remove Existing 30" RCP	~~Twenty-Five~~ 0	Dollars		
					Cents	25.00	1,750.00
B9	242	CY	Select Backfill (Roadway)	~~Eleven~~ Seventy-five	Dollars		
					Cents	11.75	2,843.50
B10	140	CY	Fill Dam	~~Twelve~~ Seventy	Dollars		
					Cents	12.75	1,785.00 ³⁴
B11	8	LF	15" RCP	~~Thirty-Five~~ 0	Dollars		
					Cents	35.00	280.00
B12	13	CY	Gravel Bedding (pit run gravel ¾" max. size)	~~Twenty-Five~~ 0	Dollars	\$	\$
					Cents	25.00	325.00
B13	50	LF	4" PVC Waterline W/Couplings (2)	~~Fifteen~~ 0	Dollars	\$	\$
					Cents	15.00	750.00

Drainage	\$
Subtotal	116,025.50

Bid Total	\$ 134,887.50
-----------	---------------

BIDDER/COMPANY NAME: Closner Construction Co. L.C.

AUTHORIZED SIGNATURE: 

PRINTED NAME: James Closner

TITLE: President

CONTINUATION OF BID PAGE

The undersigned Bidder agrees to commence work after written notice to commence work and to substantially complete the work on which he has bid 60 calendar days as provided in Article 18 of the General Conditions of the Agreement.

Enclosed with this Proposal is a Cashier's check or Certified Check for _____ Dollars (_____) or a Bid Bond in the Sum of _____ Dollars (5 Y. Tab), which is agreed shall be collected and retained by the Owner under the conditions hereof within ten (10) days after the date this proposals is accepted; then otherwise the said bond or check shall be returned to the undersigned upon demand.

Receipts of the following Addenda on these dates shown is acknowledged:

	DATE	ACKNOWLEDGE
#1	<u>11/7/08</u>	<u>Horacio Rodriguez</u>
#3	_____	_____

	DATE	ACKNOWLEDGE
#2	<u>11/11/08</u>	<u>Horacio Rodriguez</u>
#4	_____	_____

Respectfully submitted,

Clayton Construction Co. L.C.
Name of Firm

By: [Signature] 11/10/08
Signature Date

President
Title

THIS PROPOSAL MUST BE
SIGNED BY AN OFFICER OF
REPRESENTATIVE DULY
AUTHORIZED BY THE BIDDER.

2809 W. Exp. 83
Address

La Feria, TX 77559

(409) 797-0725
Telephone Number

(Seal, if Bid is by a Corporation)

Attest: _____



Insurors
Indemnity
Company

P.O. Box 2683 • 225 South Fifth Street • Waco, TX 76702-2683
www.insurorsindemnity.com • 254-759-3702 • Fax 254-755-6399

BID BOND

Bond No. 812646

KNOW ALL MEN BY THESE PRESENTS:

THAT we, CLOSNER CONSTRUCTION CO., L.C., as Principal, hereinafter called the Principal, and INSURORS INDEMNITY COMPANY, Waco, Texas, as Surety, hereinafter called the Surety, are held and firmly bound unto HIDALGO COUNTY PRECINCT NO. 1, as Obligee, hereinafter called the Obligee, in the amount of 5 % of the amount of this bid not to exceed FIVE PERCENT GREATEST AMOUNT BID Dollars (\$5% G.A.B.), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the principal has submitted a bid for REPAIR, RECONSTRUCTION OF CULVERT PIPE BRIDGE WASHED OUT AT MI 3N & FM 491.

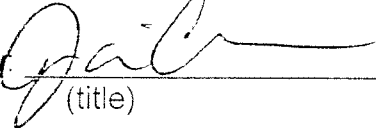
NOW, THEREFORE, If the contract be timely awarded to the Principal and the Principal shall within such time as specified in the bid, enter into a contract in writing and give bond with good and sufficient surety, or, in the event of the failure of the Principal to enter into such Contract and give such bond or bonds; if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect

PROVIDED, HOWEVER, neither Principal nor Surety shall be bound hereunder unless Obligee prior to execution of the final contract shall furnish evidence of financing in a manner and form acceptable to Principal and Surety that financing has been firmly committed to cover the entire cost of the project.

SIGNED, SEALED AND DATED this 12TH day of NOVEMBER, 2008.

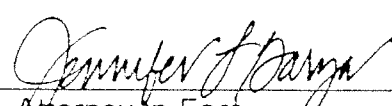
Principal:

CLOSNER CONSTRUCTION CO., L.C.

By:  (Seal)
(title)

Surety:

INSURORS INDEMNITY COMPANY

By:  (Seal)
Attorney-in-Fact



**Insurors
Indemnity
Company**

P.O. Box 2683 • 225 South Fifth Street • Waco, TX 76702-2683

www.insurorsindemnity.com • 254-759-3702 • Fax 254-755-6399

IMPORTANT NOTICE - AVISO IMPORTANTE

To obtain information or make a complaint:

You may call Insurors Indemnity Company's toll-free telephone number for information or to make a complaint at:

1-800-933-7444

You may also write to Insurors Indemnity Company at:

P.O. Box 2683
Waco, TX 76702-2683
Or
225 South Fifth Street
Waco, TX 76701

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at

1-800-252-3439

You may write the Texas Department of Insurance at:

P.O. Box 149104
Austin, TX 78714-9104
Fax: 512-475-1771

Web: <http://www.tdi.state.tx.us>

E-mail: ConsumerProtection@tdi.state.tx.us

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim, you should contact the agent or the company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document and is given to comply with Section 2253.021, Government Code, and Section 53.202, Property Code, effective September 1, 2001.

Para obtener informacion o para someter una queja:

Usted puede llamar al numero de telefono gratis de Insurors Indemnity Company's para informacion o para someter una queja al

1-800-933-7444

Usted tambien puede escribir a Insurors Indemnity Company:

P.O. Box 2683
Waco, TX 76702-2683
O
225 South Fifth Street
Waco, TX 76701

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al

1-800-252-3439

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Austin, TX 78714-9104
Fax: 512-475-1771

Web: <http://www.tdi.state.tx.us>

E-mail: ConsumerProtection@tdi.state.tx.us

DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concemiente a su prima o a un reclamo, debe comunicarse con el agente o la compania primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA:

Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto y esta dado para acatar con Section 2253.021 Government Code y Section 53.202, Property Code efectivo, Septiembre 1, 2001.

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS,

PA NO. 812646

THE INSURORS INDEMNITY COMPANY, Waco, Texas, organized and existing under the Laws of the State of Texas, and authorized and licensed to do business in the State of Texas and the United States of America, does hereby make, constitute and appoint Robert Garza, Robert R. Garza, Richard Garza, Jennifer L. Garza, Mary Martinez, Laura Ledesma of the City of Mercedes, State of Texas

as Attorney-in-Fact, with full power and authority hereby conferred upon them to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, all of the following classes of documents to-wit:

Bonds, undertakings, and other written obligations in the nature thereof.

This Power of Attorney is issued subject to the limitation that no instrument executed hereunder shall exceed the amount of:

\$750,000

State of Texas

County of McLennan

47251:

Tammy Nepejian, Secretary

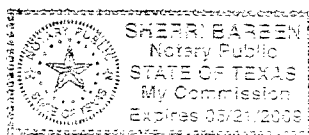


INSURORS INDEMNITY COMPANY

24

Thomas G. Chase, Jr.
Thomas G. Chase, Jr., Chairman and CEO

On the 1 Day of August, 2005, before me a Notary Public in the State of Texas, personally appeared Thomas G. Chase Jr. and Tammy Tieperman, who being by me duly sworn, acknowledged that they executed the above Power of Attorney in their capacities as Chairman and Chief Executive Officer, and Corporate Secretary, respectively, of the Insurers Indemnity Company, and Acknowledged said Power of Attorney to be the voluntary act and deed of the Company.



Sharon Barker, News Public

Steve Barker

NEITHER that all heads, officers and directors of non-affiliated companies be given the authority to give a proxy by persons appointed by them in the present form of Power of Attorney issued in accordance with these Regulations, and that all proxies shall be given in the name and on behalf of the Company either by the Chairman and CEO or the President, under their respective designation. The signature of such officer and the seal of the company may be affixed by machine to any Power of Attorney issued by the Board of Directors and the Chairman of the Board, subject to the satisfaction of the Board of Directors, and the Board hereby certifies that the signature and seal shall have the same legal effect as if the signature and seal were handwritten and affixed by the officer and the seal of the company respectively. The Board hereby certifies that the signature and seal of the Chairman and CEO or the President, under their respective designation, shall have the same legal effect as if the signature and seal were handwritten and affixed by the officer and the seal of the company respectively.

12th November 2008

$\frac{1}{2} \left(\frac{1}{2} \right) = \frac{1}{4}$

12-31-2010

2000

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of Texas

County of Hidalgo

Jaime Clesner, being first duly sworn,
deposes and says that:

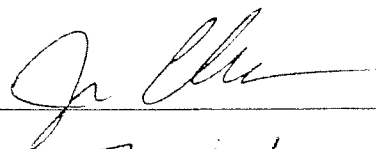
(1) He is President, of
Clesner Construction Co., Inc., the Bidder that has submitted the attached Bid;

(2) He is fully informed respecting the preparation and contents of this attached bid and of all pertinent circumstances respecting such bid;

(3) Such bid is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representative, employees or parties in interest, including this affiant, has in any way colluded, conspired a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication of conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Owner or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) 

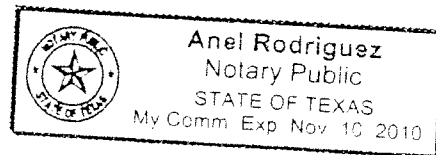
President
(Title)

Subscribed and sworn to before me on this 11th

Day of November, 2008

Anel Rodriguez
Notary Public

Title





**Insurors
Indemnity
Company**

P.O. Box 2683 • 225 South Fifth Street • Waco, TX 76702-2683

www.insurorsindemnity.com • 254-759-3702 • Fax 254-755-6399

**TEXAS STATUTORY PERFORMANCE BOND
(PUBLIC WORKS)**

Bond Number: 812655

KNOW ALL MEN BY THESE PRESENTS:

THAT, Closner Construction Co. L.C., (hereinafter called the Principal), as Principal, and INSURORS INDEMNITY COMPANY, a corporation organized and existing under the laws of the State of Texas, licensed to do business in the State of Texas and admitted to write bonds, as surety, (hereinafter called the Surety), with its principal place of business in the City of Waco, Texas, are held and firmly bound unto the Hidalgo County Precinct No 1 (hereinafter called the Obligee), in the amount of One Hundred Thirty-Four Thousand, Eight Hundred Eighty Seven and 50/100 Dollars (\$134,887.50) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain Contract with the Obligee, dated the 2nd day of December, 2008, for the construction of repair, reconstruction of culvert pipe bridge washed-out at Mi 3N & FM 491.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform the work in accordance with the Contract and the Contract Documents, including the plans and specifications, then this obligation shall be null and void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253 of the Texas Government Code as amended and all liabilities on this bond shall be determined in accordance with the provisions, conditions and limitations of said Chapter to the same extent as if it were copied at length herein.

PROVIDED FURTHER, that this bond is conditioned upon the Obligee having fully and completely discharged its obligations under the Contract, and the Contract Documents, including, but not limited, to having paid the Principal in strict accordance with the Contract and the Contract Documents; and

PROVIDED FURTHER, that in order to invoke the Surety's obligations to the Obligee, the Obligee shall have defaulted and terminated the Principal in accordance with the Contract and the Contract Documents and shall have mailed notice to the Surety, within seven (7) days of the default and termination of the Principal, at:

Insurors Indemnity Company
P.O. Box 2683
Waco, TX 76702-2683

Insurors Indemnity Company
Or 225 South Fifth Street
Waco, TX 76710

of said default and termination; and

PROVIDED FURTHER, that the Surety shall have Twenty (20) businesses days, not including the date of receipt, after the receipt of the notice of default and termination to review the default and termination of the Principal to decide whether it will:

- 1) Proceed to arrange for completion of the work by either:
 - A) Taking over the work; or
 - B) Financing the Principal; or
 - C) Tendering a replacement contractor to the Obligee and paying the difference between the replacement contractor's contract price and the remaining contract funds to the Obligee; or
 - D) Arranging for the completion of the work in some other manner; or

- 2) Deny liability and coverage under this bond; and

PROVIDED FURTHER, that the Obligee, in the event of a default and termination of the Principal, shall:

- 1) Fully cooperate in the Surety's review of the default and termination by providing a copy of all the Contract Documents and all other documents requested by the Surety;
- 2) Allow the Surety or the Surety's representatives full and complete access to the construction site; and
- 3) In the event the Surety takes over the work, finances the Principal, or arranges for the completion of the work by paying to the Surety, or as the Surety may designate, the unpaid Contract proceeds in accordance with the terms and conditions of the Contract; and

PROVIDED FURTHER, that any payments by the Surety shall reduce the penal sum of this bond to the extent that the Obligor does not reimburse the Surety by paying to the Surety the remaining Contract balances; and

PROVIDED FURTHER, that the Surety is NOT bound by any arbitration term, condition, clause or provision imposed by the underlying Contract or Contract Documents; and

PROVIDED FURTHER, that the Surety is NOT bound by any indemnification term, condition, clause or provision imposed by the underlying Contract or Contract Documents; and

PROVIDED FURTHER, that this bond is NOT a substitute for and is NOT meant to, or intended to, supplement the insurance required to be furnished by the Principal in accordance with the Contract and the Contract Documents; and

PROVIDED FURTHER, that this bond does not provide coverage for and the Surety shall not be liable for molds, living or dead fungi, bacteria, allergens, histamines, spores, hyphae, mycotoxins, toxins, viruses, or their related parts, nor the remediation thereof, nor the consequences or the results of their occurrence, existence, or appearance, whether or not they were caused by Principal's actions or inactions; and

PROVIDED FURTHER, that this bond does not provide coverage for, and the surety shall not be liable for, losses caused by acts of terrorism, riot, civil insurrection, or acts of war; and

PROVIDED FURTHER, that in any lawsuit involving this bond the prevailing party shall be awarded its attorney fees.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this 2nd day of December, 2008.

APPROVED AS TO FORM:

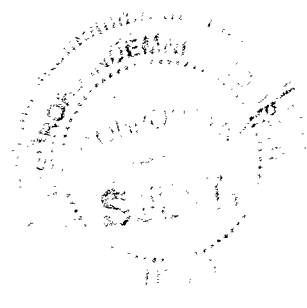
PRINCIPAL: Closner Construction Co., LC
(Seal)

By: _____ Obligor (Seal)

By: [Signature]
(title)

INSURORS INDEMNITY COMPANY
(Seal)

By: [Signature]
Attorney-in-Fact





Insurors
Indemnity
Company

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www.insurorsindemnity.com • 254-759-3702 • Fax 254-755-6399

**TEXAS STATUTORY PAYMENT BOND
(PUBLIC WORKS)**

Bond Number: 812655

KNOW ALL PERSONS BY THESE PRESENTS:

THAT Closner Construction Co. LC (hereinafter called the Principal), as Principal, and INSURORS INDEMNITY COMPANY, a corporation organized and existing under the laws of the State of Texas, licensed to do business in the State of Texas and admitted to write bonds, as surety, (hereinafter called the Surety), with its principal place of business in the City of Waco, Texas are held and firmly bound unto Hidalgo County Precinct No. 1 (hereinafter called the Obligee), in the amount of One Hundred Thirty-Four Thousand, Eight Hundred Eighty Seven and 50/100 Dollars (\$134,887.50) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain contract with the Obligee, dated the 2nd day of December, 2008, for the construction of repair, reconstruction of culvert pipe bridge washed-out at Mi 3N & FM 491.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION IS SUCH, that if the said Principal shall pay all claimants supplying labor and material to him or a subcontractor in the prosecution of the work provide for in said contract, then this obligation shall be null and void; otherwise to remain in full force and effect;

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253 of the Texas Government Code as amended and all liabilities on this bond shall be determined in accordance with the provisions, conditions and limitations of said Chapter to the same extent as if it were copied at length herein.

PROVIDED FURTHER, that the Surety's address for giving notice in compliance with section 2253.041 *et seq.* of the Texas Government Code is:

Insurors Indemnity Company
P.O. Box 2683
Waco, TX 76702-6683;

Or

Insurors Indemnity Company
225 South Fifth Street
Waco, TX 76710.

SIGNED, SEALED AND DATED this 2nd day of December, 2008.

PRINCIPAL: Closner Construction Co. LC
By: [Signature] (Seal)
(title)

APPROVED AS TO FORM:

By: _____
Obligee

INSURORS INDEMNITY COMPANY

By: [Signature] (Seal)
Attorney-in-Fact





**Insurors
Indemnity
Company**

P.O. Box 2683 • 225 South Fifth Street • Waco, TX 76702-2683
www.insurorsindemnity.com • 254-759-3702 • Fax 254-755-6399

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POWER OF ATTORNEY

PA NO. 812655

KNOW ALL MEN BY THESE PRESENTS:

That INSURORS INDEMNITY COMPANY, Waco, Texas, organized and existing under the laws of the State of Texas, and authorized and licensed to do business in the State of Texas and the United States of America, does hereby make, constitute and appoint

Robert Garza, Robert R. Garza, Richard Garza, Jennifer L. Garza, Mary Martinez, Laura Ledesma of the City of Mercedes, State of Texas:

as Attorney in Fact, with full power and authority hereby conferred upon them to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, all of the following classes of documents to-wit:

Bonds, undertakings, and other written obligations in the nature thereof.

This Power of Attorney is issued subject to the limitation that no instrument executed hereunder shall exceed the amount of:

\$750,000

State of Texas

County of McLennan

Attest:

Tammy Tieperman
Tammy Tieperman, Secretary

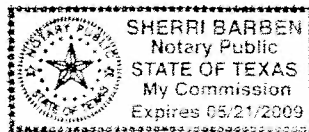


INSURORS INDEMNITY COMPANY

By:

Thomas G. Chase, Jr.
Thomas G. Chase, Jr., Chairman and CEO

On the 01 Day of August, 2005, before me a Notary Public in the State of Texas, personally appeared Thomas G. Chase Jr., and Tammy Tieperman, who being by me duly sworn, acknowledged that they executed the above Power of Attorney in their capacities as Chairman and Chief Executive Officer, and Corporate Secretary, respectively, of the Insurors Indemnity Company, and Acknowledged said Power of Attorney to be the voluntary act and deed of the Company.



Sherri Barben, Notary Public

Sherri Barben
My Commission expires May 21, 2009

Insurors Indemnity Company certifies that this Power of Attorney is granted under and by authority of the following resolutions of the Company adopted by the Board of Directors on August 1, 2005:

RESOLVED, that all bonds, undertakings, contracts or other obligations may be executed in the name of the Company by persons appointed as Attorney in Fact pursuant to a Power of Attorney issued in accordance with these Resolutions. Said Power of Attorney shall be executed in the name and on behalf of the Company either by the Chairman and CEO or the President, under their respective designation. The signature of such officer and the seal of the company may be affixed by facsimile to any Power of Attorney, and, unless subsequently revoked and subject to any limitation set forth therein, any such Power of Attorney or certificate bearing such facsimile signature and seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signature and seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is validly attached.

RESOLVED, that Attorneys in Fact shall have the power and authority, subject to the terms and limitations of the Power of Attorney issued to them, to execute and deliver on behalf of the Company and to attach the seal of the Company to any and all bonds and undertakings, and any such instrument executed by such Attorneys in Fact shall be as binding upon the Company as if signed by an Executive Officer and sealed and attested to by the Secretary or Assistant Secretary of the Company.

I, Tammy Tieperman, Secretary of Insurors Indemnity Company, do hereby certify that the foregoing is a true excerpt from the Resolutions of the said Company as adopted by its Board of Directors on August 1, 2005, and that this Resolution is in full force and effect. I certify that the foregoing Power of Attorney is in full force and effect and has not been revoked.

In Testimony Whereof, I have set my hand and the seal of the INSURORS INDEMNITY COMPANY on this 2nd day of December 2008



Tammy Tieperman
Tammy Tieperman, Secretary

This Power of Attorney expires 12-31-2010

NOTE: IF YOU HAVE ANY QUESTIONS REGARDING THE VALIDITY OR WORDING OF THIS POWER OF ATTORNEY CALL 800-933-7444 OR WRITE TO US AT P.O. BOX 1683, WACO, TX 76702-1683

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/02/2008

PRODUCER (956)565-2481 FAX (956)565-2733

McAfee Insurance Agency
P. O. Box 625
321 Second Street
Mercedes, TX 78570

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 Closner Construction Company LC
P O Box 2707
Laredo, TX 78044-2707

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: Scottsdale Insurance Co.
INSURER B: Allstate Insurance Company
INSURER C: AmCOMP Assurance Corporation
INSURER D:
INSURER E:

COVERAGES

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

INSR ADD'L LTR INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	BCS0017597	07/01/2008	07/01/2009	EACH OCCURRENCE \$ 1,000,000
	☒ COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	☐ CLAIMS MADE ☒ OCCUR				MED EXP (Any one person) \$ Excluded
					PERSONAL & ADV INJURY \$ 1,000,000
					GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG \$ 2,000,000
	☐ POLICY ☐ PRO-JECT ☐ LOC				
B	AUTOMOBILE LIABILITY	048728539	07/01/2008	07/01/2009	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☒ ANY AUTO				BODILY INJURY (Per person) \$
	☐ ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	☒ SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
	☒ HIRED AUTOS				
	☒ NON-OWNED AUTOS				
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	☐ ANY AUTO				OTHER THAN EA ACC AGG \$
	EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE \$
	☐ OCCUR ☐ CLAIMS MADE				AGGREGATE \$
					\$
	DEDUCTIBLE				\$
	RETENTION \$				\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WCV 4121590	07/01/2008	07/01/2009	☒ WC STATUTORY LIMITS ☐ OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
	OTHER				E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

RE: Repair, Reconstruction of Culvert Pipe Bridge Washed-Out at Mi 3N & FM 491

CERTIFICATE HOLDER

CANCELLATION

Hidalgo County Precinct No. 1

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE

EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL

10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT,

BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY

OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Richard Garza/JEN

©ACORD CORPORATION 1988

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.