

AI-15409

2.A.

Furniture transfer

CC CONSENT

Date: 05/12/2009
Submitted By: Angela Garcia, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - DBM Budget Division (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-415-14-115-001-0-XXX
FUNDS AVAILABLE Y/N?: Yes MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
666 --> 743 \$6,300.00
Available balance as of 05-08-09 \$6,300.00

Attachments

Link: [LIT](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	05/08/2009 03:36 PM	APRV
2	Veronica Lopez	Veronica Lopez	05/08/2009 03:44 PM	APRV
3	Auditor's Office		05/08/2009 05:13 PM	NEW

Form Started By: Angela Garcia

Started On: 05/08/2009 03:21 PM

Final Approval Date: 05/08/2009

BUDGET INTRADEPARTMENTAL TRANSFER REQUEST

DATE: 05/08/09

DEPARTMENT HEAD: RAUL SILGUERO JR.

DEPARTMENT NAME: BUDGET & MANAGEMENT

ACCOUNT NUMBER: 9-1100-415-14-115-001-0-XXX

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

Honorable Commissioner's Court of Hidalgo County:

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

FROM:		TO:		
OBJECT	OBJECT	OBJECT	OBJECT	
CODE	NAME	CODE	NAME	AMOUNT
666	MINOR OFFICE FURNITURE	743	OFFICE FURNITURE & EQUIP.	\$6,300.00
			TOTAL	6,300.00

REASON: TO RECLASSIFY PURCHASE ORDER FOR PURCHASE OF FURNITURE

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS COURT

DATE

ATTEST COUNTY CLERK

AI-15393

2.B.

Intra- Co Wide 050709

CC CONSENT

Date: 05/12/2009
 Submitted By: Veronica Lopez, BUDGET & MANAGEMENT
 Submitted For: Dina Trevino
 Department: BUDGET & MANAGEMENT
 Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - Co. Wide Adm. (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-415-00-115-002-0-XXX
 FUNDS AVAILABLE Y/N?: Yes MATCHING FUNDS Y/N?:
 BUDGETARY IMPACT:
 899 --> 339 \$2,000.00
 Available balance as of 05-07-09

Attachments

Link: [Intra- Co. Wide 050709](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	05/08/2009 07:51 AM	APRV
2	Ana Galvan	Anna Galvan	05/08/2009 01:32 PM	APRV
3	Auditor's Office		05/08/2009 05:13 PM	NEW

Form Started By: Veronica Lopez
 Started On: 05/07/2009 02:59 PM
 Final Approval Date: 05/08/2009

AI-15398

2.C.

Health Division - Adm Line Item Trf

CC CONSENT

Date: 05/12/2009
Submitted By: Dan Beltran, HEALTH & HUMAN SERVICES DEPT.
Department: HEALTH & HUMAN SERVICES DEPT.
Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - Health & Human Services Department - Adm (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-441-00-340-001-0-XXX
FUNDS AVAILABLE Y/N?: y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
Available account balance as of 05/08/2009. 810-->811

Attachments

Link: [Adm LIT](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	05/07/2009 04:20 PM	APRV
2	JC Carreon	JC Carreon	05/08/2009 09:03 AM	APRV
3	Auditor's Office	Becky Morales	05/08/2009 11:59 AM	APRV

Form Started By: Dan Beltran Started On: 05/07/2009 04:07 PM

Final Approval Date: 05/08/2009

AI-15386

2.D.

Health Division - SDI Grant Line Item Trf

CC CONSENT

Date: 05/12/2009
 Submitted By: Dan Beltran, HEALTH & HUMAN SERVICES DEPT.
 Department: HEALTH & HUMAN SERVICES DEPT.
 Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - Health & Human Services Dept - SDI (1293)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 9 ACCT. #: 9-1293-441-00-340-018-9-XXX
 FUNDS AVAILABLE Y/N?: y MATCHING FUNDS Y/N?:
 BUDGETARY IMPACT:
 funds available as of 5-8-09.

Attachments

Link: [SDI LIT](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	05/07/2009 01:41 PM	APRV
2	Noe Cavazos	NOE CAVAZOS	05/08/2009 01:22 PM	APRV
3	Auditor's Office	Becky Morales	05/08/2009 04:21 PM	APRV

Form Started By: Dan Beltran Started On: 05/07/2009 11:38 AM

Final Approval Date: 05/08/2009

AI-15387

2.E.

Health Division - Immunization Grant Line Item Trf

CC CONSENT

Date: 05/12/2009
 Submitted By: Dan Beltran, HEALTH & HUMAN SERVICES DEPT.
 Department: HEALTH & HUMAN SERVICES DEPT.
 Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - Health & Human Services Dept - Imm (1293)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1293-441-00-340-012-9-XXX
 FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

583-->540 - \$8,486.00; Funding available as of 5/7/09
 619-->601 - \$1,760.00; Funding available as of 5/7/09

Attachments

Link: [Imm LIT](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	05/07/2009 01:42 PM	APRV
2	Norma Silva	Norma Silva	05/07/2009 03:42 PM	APRV
3	Auditor's Office	Becky Morales	05/08/2009 04:21 PM	APRV

Form Started By: Dan Beltran Started On: 05/07/2009 11:45 AM

Final Approval Date: 05/08/2009

AI-15388

2.F.

HEALTH AND HUMAN SERVICES

CC CONSENT

Date: 05/12/2009
 Submitted By: Dairen Sarmiento, HEALTH & HUMAN SERVICES DEPT.
 Submitted For: Dairen Sarmiento
 Department: HEALTH & HUMAN SERVICES DEPT.
 Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - Human Services Division (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-444-00-240-001-0-XXX
 FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

540-->550 \$ 3,000.00; funds available as of 05/08/09
 664-->665 \$ 2,000.00; funds available as of 05/08/09
 601-->619 \$ 389.75; funds available as of 05/08/09

Attachments

Link: [LINE ITEM TRANSFER](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	05/07/2009 01:43 PM	APRV
2	Ana Galvan	Anna Galvan	05/08/2009 01:14 PM	APRV
3	Auditor's Office		05/08/2009 05:13 PM	NEW
Form Started By: Dairen Sarmiento			Started On: 05/07/2009 01:05 PM	
Final Approval Date: 05/08/2009				

DATE: 5-7-09
DEPARTMENT HEAD: Dairen Sarmiento
DEPARTMENT NAME: HUMAN SERVICES
ACCOUNT NUMBER: 9-1100-444-00-240-001-0-
SUBJECT: BUDGET LINE-ITEM TRANSFER(S)

Honorable Commissioners' Court of Hidalgo County:

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

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

FROM:		TO:			
OBJECT CODE	OBJECT NAME	OBJECT CODE	OBJECT NAME	AMOUNT	
540	advertising	550	printing & binding	\$	3,000.00
664	other minor equipment	665	minor computer equip	\$	2,000.00
601	office and computer supplies	619	other misc supplies	\$	389.75

REASON: TO FUND PROPER OBJECT CODE

TOTAL \$ 5,389.75

Department Head Signature

Date

Approved Commissioners' Court

Date

Attest County Clerk

AI-15385

2.G.

Health Division - RLLS OPHP Grant Line Item Trf

CC CONSENT

Date: 05/12/2009
Submitted By: Dan Beltran, HEALTH & HUMAN SERVICES DEPT.
Department: HEALTH & HUMAN SERVICES DEPT.
Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - Health & Human Services Dept. - RLLS OPHP (1293)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1293-441-00-340-006-9-XXX
FUNDS AVAILABLE Y/N?: y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
Available account balance as of 05/07/2009 581-->604, 583-->601

Attachments

Link: [OPHP LIT](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	05/07/2009 01:41 PM	APRV
2	JC Carreon	JC Carreon	05/07/2009 02:27 PM	APRV
3	Auditor's Office	Becky Morales	05/08/2009 04:21 PM	APRV

Form Started By: Dan Beltran
Started On: 05/07/2009 11:30 AM

Final Approval Date: 05/08/2009

AI-15389

2.H.

Line Item Transfer

CC CONSENT

Date: 05/12/2009
Submitted By: Edna Kirby, IT DEPARTMENT
Submitted For: Renan Ramirez
Department: IT DEPARTMENT
Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - IT Department (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-415-00-200-001-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
AVAILABLE ACCOUNT BALANCE AS OF 05-07-09

Attachments

Link: [Intra-Dept](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	05/07/2009 01:43 PM	APRV
2	Veronica Ortiz	Veronica Ortiz	05/07/2009 03:06 PM	APRV
3	Auditor's Office	Becky Morales	05/08/2009 11:37 AM	APRV

Form Started By: Edna Kirby
Started On: 05/07/2009 01:12 PM

Final Approval Date: 05/08/2009

AI-15299

2.I.

Intrdepartmental Transfer

CC CONSENT

Date: 05/12/2009
Submitted By: Belinda Alvarez, EMERGENCY SERVICES DIVISION
Department: EMERGENCY SERVICES DIVISION
Agenda Category: 2009 Intrdepartmental Transfers

Information

CAPTION

2009 - Emergency Management (1100)

BACKGROUND

Transfer needed to fund wireless servcies/annual reservation fee for Sprint/Nextel Go-Kit.

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-429-00-300-023-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
AVAILABLE ACCOUNT BALANCE AS OF 05-07-09

Attachments

Link: [Transfer 51209](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	05/01/2009 03:11 PM	APRV
2	Veronica Ortiz	Veronica Ortiz	05/07/2009 03:00 PM	APRV
3	Auditor's Office	Becky Morales	05/08/2009 11:37 AM	APRV

Form Started By: Belinda Alvarez Started On: 05/01/2009 02:36 PM

Final Approval Date: 05/08/2009

DATE: May 12, 2009

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

DEPARTMENT NAME: County Judge's Office of Emergency Management

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

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT NAME	TO OBJECT CODE	OBJECT NAME	AMOUNT
432	EQUIP & VEH R&M SRV	532	WIRELESS DEVICES	4,000.00
TOTAL				4,000.00

REASON: INTRADPARTMENTAL TRANSFER NEEDED TO FUND WIRELESS SERVICE FOR THE YEAR.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

AI-15310

2.J.

HIDTA Task Force

CC CONSENT

Date: 05/12/2009

Submitted By: Nelda Olivarez, HIDTA

Submitted For: Rene Guerra, Criminal District Attorney

Department: HIDTA

Information

CAPTION

2009 - H.I.D.T.A. Task Force (1291)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009

ACCT. #: 9-1291-412-00-270-003-8-XXX

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

211-->115 \$ 350.44; funds available as of 05/05/09

211-->220 \$ 1,410.40; funds available as of 05/05/09

211-->230 \$ 718.23; funds available as of 05/05/09

212-->230 \$ 84.47; funds available as of 05/05/09

250-->230 \$ 767.39; funds available as of 05/05/09

260-->230 \$ 1,617.22; funds available as of 05/05/09

Attachments

Link: [Transfer#2](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	05/05/2009 08:33 AM	APRV
2	Ana Galvan	Anna Galvan	05/05/2009 04:20 PM	APRV
3	Auditor's Office	Becky Morales	05/08/2009 04:21 PM	APRV

Form Started By: Nelda Olivarez
Started On: 05/05/2009 08:17 AM

Final Approval Date: 05/08/2009

For 01/01/09 - 01/31/10

Expenditure Summary Report

FUEXS01A

Periods 01 - 13

Standard Report Format

1001 - Standard Report Spec

Account No/Description	Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
1291 HIDTA						
9-1291-412-00-270-003-8-113	109,545.74	.00	140,156.89	140,156.89	-30,611.15	127.94
HIDTA TASK FORCE-REG F/T EMPLOYEES						
9-1291-412-00-270-003-8-115	1,228.63	.00	1,579.07	1,579.07	-350.44	128.52
HIDTA TASK FORCE-LONGEVITY PAY						
9-1291-412-00-270-003-8-211	15,262.26	.00	12,783.19	12,783.19	2,479.07	83.76
HIDTA TASK FORCE-HEALTH INSURANCE						
9-1291-412-00-270-003-8-212	161.11	.00	76.24	76.24	84.87	47.32
HIDTA TASK FORCE-LIFE INSURANCE						
9-1291-412-00-270-003-8-220	9,046.46	.00	10,456.86	10,456.86	-1,410.40	115.59
HIDTA TASK FORCE-FICA						
9-1291-412-00-270-003-8-230	9,596.81	.00	12,784.52	12,784.52	-3,187.71	133.22
HIDTA TASK FORCE-RETIREMENT						
9-1291-412-00-270-003-8-250	1,476.14	.00	708.75	708.75	767.39	48.01
HIDTA TASK FORCE-UNEMPLOYMENT COMP						
9-1291-412-00-270-003-8-260	8,726.57	.00	2,258.93	2,258.93	6,467.64	25.89
HIDTA TASK FORCE-WORKERS COMP						
9-1291-412-00-270-003-8-342	1,098.48	147.72	950.76	950.76	.00	100.00
HIDTA TASK FORCE-INFO & CREDIT SERVICES						
9-1291-412-00-270-003-8-411	651.01	.00	.00	.00	651.01	.00
HIDTA TASK FORCE-WATER/SEWERAGE						
9-1291-412-00-270-003-8-413	147.50	70.00	70.00	70.00	7.50	94.92
HIDTA TASK FORCE-ELEC SURVEILLANCE & SEC						
9-1291-412-00-270-003-8-423	3,600.02	.00	800.00	800.00	2,800.02	22.22
HIDTA TASK FORCE-CUSTODIAL						
9-1291-412-00-270-003-8-432	3,901.12	1,459.79	75.21	75.21	2,366.12	39.35
HIDTA TASK FORCE-EQUIP&VEH R&M SRV						
9-1291-412-00-270-003-8-434	857.74	50.00	722.24	722.24	85.50	90.03
HIDTA TASK FORCE-VEHICLE R&M SERVICE						
9-1291-412-00-270-003-8-442	15,948.00	8,130.00	4,878.00	4,878.00	2,940.00	81.57
HIDTA TASK FORCE-EQUIP & VEHICLE RENTALS						
9-1291-412-00-270-003-8-522	6,689.60	.00	.00	.00	6,689.60	.00
HIDTA TASK FORCE-VEHICLE LIABILITY INS						
9-1291-412-00-270-003-8-531	5,633.63	.00	1,235.10	1,235.10	4,398.53	21.92
HIDTA TASK FORCE-TELEPHONE						
9-1291-412-00-270-003-8-532	6,145.50	.00	1,818.97	1,818.97	4,326.53	29.60
HIDTA TASK FORCE-WIRELESS DEVICES						
9-1291-412-00-270-003-8-535	298.06	.00	241.77	241.77	56.29	81.11
HIDTA TASK FORCE-POSTAGE						
9-1291-412-00-270-003-8-583	585.18	.00	585.18	585.18	.00	100.00
HIDTA TASK FORCE-TRAVEL OUT OF COUNTY						
9-1291-412-00-270-003-8-601	571.65	.00	.00	.00	571.65	.00
HIDTA TASK FORCE-OFFICE & COMPU SUPPL						
9-1291-412-00-270-003-8-622	744.61	.00	.00	.00	744.61	.00
HIDTA TASK FORCE-ELECTRICITY						
9-1291-412-00-270-003-8-626	.57	.00	.00	.00	.57	.00
HIDTA TASK FORCE-GASOLINE/DIESEL						
9-1291-412-00-270-003-8-672	416.29	390.00	10.00	10.00	16.29	96.09
HIDTA TASK FORCE-EQ&VEH R&M SUPPLIES						
9-1291-412-00-270-003-8-682	9,247.28	6,565.72	2,681.56	2,681.56	.00	100.00
HIDTA TASK FORCE-GASOLINE/DIESEL						
9-1291-412-00-270-015-8-583	515.29	.00	515.29	515.29	.00	100.00
HIDTA TASK FORCE-TRAVEL OUT OF COUNTY						
9-1291-412-00-270-015-8-584	960.87	250.00	710.87	710.87	.00	100.00
HIDTA FY08 TRN&TRVL-REGISTRATION FEES						
1291 HIDTA	213,056.12	17,063.23	196,099.40	196,099.40	-106.51	100.05
9 YEAR	213,056.12	17,063.23	196,099.40	196,099.40	-106.51	100.05

AI-15341

2.K.

2009 LIT for Workers Comp (2202)

CC CONSENT

Date: 05/12/2009
 Submitted By: Dale Kennan, BUDGET & MANAGEMENT
 Submitted For: Workers Comp (2202)
 Department: BUDGET & MANAGEMENT
 Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - Workers' Compensation (2202)

BACKGROUND

Fiscal Impact

FISCAL YEAR: ACCT. #: 9-2202-419-50-115-065-0-XXX
 FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:
 BUDGETARY IMPACT:
 From 583 to 535 in the amount of \$2,000.00. Funding available for transfer as of 5/6/09.

Attachments

Link: [2009 LIT for Workers Comp \(2202\)](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	05/06/2009 02:25 PM	APRV
2	Ana Galvan	Anna Galvan	05/07/2009 04:11 PM	APRV
3	Auditor's Office	Becky Morales	05/08/2009 11:38 AM	APRV

Form Started By: Dale Kennan
 Started On: 05/06/2009 01:47 PM

Final Approval Date: 05/08/2009

AI-15328

2.L.

Line Item Transfer

CC CONSENT

Date: 05/12/2009
 Submitted By: Yolanda Orozco, EMERGENCY SERVICES DIVISION
 Submitted For: A.A. Tony Pena, Jr.
 Department: EMERGENCY SERVICES DIVISION
 Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - Fire Marshal's Office (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-422-10-300-001-0-XXX
 FUNDS AVAILABLE Y/N?: y MATCHING FUNDS Y/N?:
 BUDGETARY IMPACT:
 Available account balance as of 05/08/2009 532-->611, 661-->336

Attachments

Link: [LIT](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	05/06/2009 11:43 AM	APRV
2	JC Carreon	JC Carreon	05/06/2009 03:40 PM	APRV
3	Auditor's Office	Angela Garcia	05/08/2009 10:44 AM	APRV
4	JC Carreon	JC Carreon	05/08/2009 01:31 PM	APRV

Form Started By: Yolanda Orozco Started On: 05/06/2009 09:42 AM
 Final Approval Date: 05/08/2009

AI-15335

2.M.

389th Line Item Transfer

CC CONSENT

Date: 05/12/2009
Submitted By: Luisa Pearson, 389TH DISTRICT COURT
Submitted For: Luisa Pearson
Department: 389TH DISTRICT COURT
Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - 389th District Court (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-412-00-008-001-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

890--->661 - \$452.62; Funds available as of 5/7/09
890--->667 - \$14.62; Funds available as of 5/7/09

Attachments

Link: [389th Line Item Transfer](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	05/06/2009 11:46 AM	APRV
2	Norma Silva	Norma Silva	05/07/2009 10:46 AM	APRV
3	Auditor's Office	Becky Morales	05/08/2009 11:38 AM	APRV

Form Started By: Luisa Pearson

Started On: 05/06/2009 11:33 AM

Final Approval Date: 05/08/2009

INTRA-DEPARTMENTAL TRANSFER

DATE: May 6, 2009

DEPARTMENT HEAD Judge Letty Lopez

DEPARTMENT NAME 389th District Court

ACCOUNT NUMBER 9-1100-412-00-008-001-0-XXX

CONTACT PERSON: Luisa Pearson PHONE: (956) 318-2080

SUBJECT: Intra-departmental Transfer(s)

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.

FROM: OBJECT CODE	OBJECT NAME	TO: OBJECT CODE	OBJECT NAME	AMOUNT
890	Other	661	Minor office furniture & equip	\$ 452.62
890	Other	667	Minor software	\$ 14.62
TOTAL				\$ 467.24

REASON: Monies will be needed to cover expenses that will be incurred for fiscal year 2009

DEPARTMENT HEAD SIGNATURE

DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-15339
Transfer
CC CONSENT

2.N.

Date: 05/12/2009
Submitted By: Alma Ybarra, GEN. GOVT. BLDGS.
Submitted For: Alma Ybarra
Department: GEN. GOVT. BLDGS.
Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION
2009 - Buildings & Grounds (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-419-40-220-001-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
AVAILABLE ACCOUNT BALANCE AS OF 05-07-09

Attachments

Link: [LIT](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	05/06/2009 02:27 PM	APRV
2	Veronica Ortiz	Veronica Ortiz	05/07/2009 03:03 PM	APRV
3	Auditor's Office	Becky Morales	05/08/2009 11:38 AM	APRV

Form Started By: Alma Ybarra
Started On: 05/06/2009 01:41 PM

Final Approval Date: 05/08/2009

BUDGET INTRA-DEPARTMENTAL TRANSFER REQUEST

DATE: May 6, 2009

DEPARTMENT HEAD: DANIEL FLORES

DEPARTMENT NAME: BUILDINGS & GROUNDS

ACCOUNT NUMBER: 9-1100-419-40-220-001-0

CONTACT PERSON: DANIEL FLORES **PHONE:** 956-289-7850

SUBJECT: Budget Intradepartmental Transfer

Honorable Commissioner's Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT NAME	TO OBJECT CODE	OBJECT NAME	
431	BLDG&OTHR STRUC R&M	739	OTHER STRUCTURES	7,000.00
TOTAL				\$7,000.00

REASON: TO PURCHASE MATERIAL TO BUILD A NEW STORAGE FOR PCT # 4(OBJECT CODE AS PER THE AUDITORS DEPT.)

a O balance)

DEPARTMENT HEAD SIGNATURE

CC DATE

APPROVED COMMISSIONERS COURT

ATTEST COUNTY CLERK

**Intradepartmental Transfer
CC CONSENT**

Date: 05/12/2009
Submitted By: Rosie Luna, SAFETY DIVISION
Submitted For: Roy Quintanilha
Department: SAFETY DIVISION
Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - Safety Division (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-419-50-115-059-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
AVAILABLE ACCOUNT BALANCE AS OF 05-07-09

Attachments

Link: [5-12-09](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	05/06/2009 11:41 AM	APRV
2	Veronica Ortiz	Veronica Ortiz	05/07/2009 03:01 PM	APRV
3	Auditor's Office	Becky Morales	05/08/2009 11:38 AM	APRV

Form Started By: Rosie Luna
Started On: 05/06/2009 08:45 AM

Final Approval Date: 05/08/2009

AI-15322

2.P.

Line Item Transfer

CC CONSENT

Date: 05/12/2009
 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-->630 \$ 500.00; Funds available as of 05/07/09
 890-->601 \$ 1,000.00; Funds available as of 05/07/09

Attachments

Link: [revised transfer](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	05/06/2009 08:17 AM	APRV
2	Ana Galvan	Anna Galvan	05/07/2009 03:26 PM	APRV
3	Auditor's Office	Becky Morales	05/08/2009 11:38 AM	APRV

Form Started By: Dora Gutierrez

Started On: 05/05/2009 04:27 PM

Final Approval Date: 05/08/2009

INTRADEPARTMENTAL TRANSFER

DATE: May 11, 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	630	FOOD	\$ 500.00
890	OTHER	601	OFFICE & COMPUTER SUPPLIES	\$ 1,000.00
TOTAL				\$ 1,500.00

REASON: COURT NEEDS ADDITIONAL FUNDS TO COVER ADDITIONAL EXPENSES.

DEPARTMENT HEAD SIGNATURE

CC DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

INTRADEPARTMENTAL TRANSFER

AI-15329

2.Q.

Probate Transfer

CC CONSENT

Date: 05/12/2009
Submitted By: Angela Garcia, BUDGET & MANAGEMENT
Submitted For: Lydia Barrientos
Department: BUDGET & MANAGEMENT
Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - Probate Court (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 9 ACCT. #: 9-1100-412-00-023-001-0-XXX
FUNDS AVAILABLE Y/N?: y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
funds available as of 5-8-09

Attachments

Link: [LIT](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	05/06/2009 11:44 AM	APRV
2	Noe Cavazos	NOE CAVAZOS	05/08/2009 01:16 PM	APRV
3	Auditor's Office		05/08/2009 05:13 PM	NEW

Form Started By: Angela Garcia
Started On: 05/06/2009 09:50 AM

Final Approval Date: 05/08/2009

**Intradepartmental Transfer
CC CONSENT**

Date: 05/12/2009
Submitted By: Frank Fuentes, COUNTY COURT #6
Submitted For: Judge Albert Garcia
Department: COUNTY COURT #6
Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - County Court at Law #6 (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-412-00-026-001-0-XXX
FUNDS AVAILABLE Y/N?: y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
Available account balance as of 05/07/2009 550-->619

Attachments

Link: [LIT](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	05/07/2009 08:21 AM	APRV
2	JC Carreon	JC Carreon	05/07/2009 09:55 AM	APRV
3	Auditor's Office	Becky Morales	05/08/2009 11:39 AM	APRV

Form Started By: Frank Fuentes
Started On: 05/06/2009 03:58 PM

Final Approval Date: 05/08/2009

AI-15363
WIC - EBT L/T
CC CONSENT

2.S.

Date: 05/12/2009
Submitted By: Margarita Gonzalez, WIC
Department: WIC
Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - WIC EBT Grant (1292)

BACKGROUND

To cover for expense that are to be encumbered.

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-441-00-350-009-9-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

583-->211 \$ 3,500.00; funds available as of 05/08/09
583-->212 \$ 200.00; funds available as of 05/08/09
583-->230 \$ 1,500.00; funds available as of 05/08/09
661-->601 \$ 13,000.00; funds available as of 05/08/09
671-->601 \$ 4,000.00; funds available as of 05/08/09

Attachments

Link: [EBT/LIT](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	05/07/2009 08:37 AM	APRV
2	Ana Galvan	Anna Galvan	05/08/2009 01:41 PM	APRV
3	Auditor's Office	Becky Morales	05/08/2009 04:22 PM	APRV

Form Started By: Margarita Gonzalez Started On: 05/06/2009 04:40 PM

Final Approval Date: 05/08/2009

DATE: 05/06/09
 WIC DIRECTOR: NORMA LONGORIA
 DEPARTMENT NAME: HIDALGO COUNTY WIC PROGRAM
 ACCOUNT NUMBER: 9.1292.441.00.350.009.9.
 SUBJECT: BUDGET LINE ITEM TRANSFER

Honorable Commissioners' Court of Hidalgo County:

I submit to you for your 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	
9.1292.441.00.350.009.9	583 Travel of County	→ 9.1292.441.00.350.009.9	211 Health Insurance	3,500.00	
9.1292.441.00.350.009.9	583 Travel of County	→ 9.1292.441.00.350.009.9	212 Life Insurance	200.00	
9.1292.441.00.350.009.9	583 Travel of County	→ 9.1292.441.00.350.009.9	230 Retirement	1,500.00	
9.1292.441.00.350.009.9	661 Minor Office Furniture & Equipt.	→ 9.1292.441.00.350.009.9	601 Office & Computer Supplies	13,000.00	
9.1292.441.00.350.009.9	671 Bldg. & Other Structures R&M Supplies	→ 9.1292.441.00.350.009.9	601 Office & Computer Supplies	4,000.00	

Total: 22,200.00

REASON: To cover for expense that are to be encumbered.

 Department Head Signature

 Approved Commissioners' Court

 / /
 Date

 ATTEST COUNTY CLERK

AI-15359

2.T.

2009 - Pct # 1 TX Dot (1315)

CC CONSENT

Date: 05/12/2009
Submitted By: Robert Elizondo, COMM. PCT. #1
Department: COMM. PCT. #1
Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - Pct. #1 TX Dot (1315)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 9 ACCT. #: 9-1315-431-00-121-040-0-XXX
FUNDS AVAILABLE Y/N?: y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
funds available as of 5-8-09.

Attachments

Link: 2009 - Pct # 1 TX Dot (1315)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	05/07/2009 08:22 AM	APRV
2	Noe Cavazos	NOE CAVAZOS	05/08/2009 01:19 PM	APRV
3	Auditor's Office		05/08/2009 05:13 PM	NEW

Form Started By: Robert Elizondo
Started On: 05/06/2009 04:24 PM

Final Approval Date: 05/08/2009

AI-15360

2.U.

2009 - Pct # 1 CIP (1336)

CC CONSENT

Date: 05/12/2009
Submitted By: Robert Elizondo, COMM. PCT. #1
Department: COMM. PCT. #1
Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - Pct. #1 CIP (1336)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1336-431-00-121-041-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N
BUDGETARY IMPACT:
742-->731 - \$83,000.00; Funding available as of 5/7/09

Attachments

Link: [Line Item Transfer](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	05/07/2009 08:25 AM	APRV
2	Norma Silva	Norma Silva	05/07/2009 02:34 PM	APRV
3	Auditor's Office		05/08/2009 05:13 PM	NEW

Form Started By: Robert Elizondo

Started On: 05/06/2009 04:25 PM

Final Approval Date: 05/08/2009

AI-15313

2.V.

2009 - Pct #1 Parks (1211)

CC CONSENT

Date: 05/12/2009
 Submitted By: JOANN GONZALEZ, COMM. PCT. #1
 Department: COMM. PCT. #1
 Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - Pct. #1 Parks (1211)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1211-452-00-121-013-0-XXX
 FUNDS AVAILABLE Y/N?: y MATCHING FUNDS Y/N?:
 BUDGETARY IMPACT:
 Available account balance as of 05/06/2009. 890-->439

Attachments

Link: 2009 - Pct #1 Parks (1211)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	05/05/2009 01:40 PM	APRV
2	JC Carreon	JC Carreon	05/06/2009 03:09 PM	APRV
3	Auditor's Office	Becky Morales	05/08/2009 11:39 AM	APRV

Form Started By: JOANN GONZALEZ
 Started On: 05/05/2009 11:18 AM
 Final Approval Date: 05/08/2009

AI-15330

2.W.

**Budget Line-Item Transfer for Code Enforcement Officers
CC CONSENT**

Date: 05/12/2009
Submitted By: Yolanda Cisneros, COMM. PCT. #2
Submitted For: Yolanda Cisneros
Department: COMM. PCT. #2
Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - Pct. #2 Sanitation (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-432-00-122-001-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
Funding available as of 05/06/2009 in the amount of \$5,000.00

Attachments

Link: [LIT](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	05/06/2009 11:44 AM	APRV
2	Norma Silva	Norma Silva	05/07/2009 10:02 AM	APRV
3	Auditor's Office	Becky Morales	05/08/2009 11:39 AM	APRV

Form Started By: Yolanda Cisneros Started On: 05/06/2009 09:55 AM
Final Approval Date: 05/08/2009

AI-15399

2.X.

**Budget Line-Item Transfer for advertisement
CC CONSENT**

Date: 05/12/2009
Submitted By: Yolanda Cisneros, COMM. PCT. #2
Submitted For: Yolanda Cisneros
Department: COMM. PCT. #2
Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

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

BACKGROUND

Fiscal Impact

FISCAL YEAR: 9 ACCT. #: 9-1202-431-00-122-006-0-XXX
FUNDS AVAILABLE Y/N?: y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
funds available as of 5-8-09.

Attachments

Link: [LIT](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	05/08/2009 07:49 AM	APRV
2	Noe Cavazos	NOE CAVAZOS	05/08/2009 01:25 PM	APRV
3	Auditor's Office		05/08/2009 05:13 PM	NEW
Form Started By: Yolanda Cisneros			Started On: 05/07/2009 05:01 PM	
Final Approval Date: 05/08/2009				

AI-15379

2.Y.

**Budget Line-Item Transfer for disposal
CC CONSENT**

Date: 05/12/2009
Submitted By: Yolanda Cisneros, COMM. PCT. #2
Submitted For: Yolanda Cisneros
Department: COMM. PCT. #2
Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - Pct. #2 Parks (1212)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1212-452-00-122-008-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
From 334--->421 in the amount of \$1,000.00 funding available as of 05/07/2009

Attachments

Link: [LIT](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	05/07/2009 11:11 AM	APRV
2	Veronica Ortiz	Veronica Ortiz	05/07/2009 03:04 PM	APRV
3	Auditor's Office	Becky Morales	05/08/2009 11:40 AM	APRV

Form Started By: Yolanda Cisneros Started On: 05/07/2009 10:04 AM
Final Approval Date: 05/08/2009

AI-15316

2.Z.

Pct #3 Transfer

CC CONSENT

Date: 05/12/2009
Submitted By: Norma Ceballos, COMM. PCT. #3
Department: COMM. PCT. #3
Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - Pct. #3 C.O., 2009 (1339)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 9 ACCT. #: 9-1339-431-00-123-049-0-XXX
FUNDS AVAILABLE Y/N?: y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
funds available as of 5-8-09.

Attachments

Link: [LIT](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	05/05/2009 02:46 PM	APRV
2	Noe Cavazos	NOE CAVAZOS	05/08/2009 01:15 PM	APRV
3	Auditor's Office	Angela Garcia	05/08/2009 05:13 PM	APRV

Form Started By: Norma Ceballos

Started On: 05/05/2009 01:52 PM

Final Approval Date: 05/08/2009

INTRA-DEPARTMENTAL TRANSFER

DATE: 05/05/09

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

DEPARTMENT NAME: Pct #3 - CIP (1336)

ACCOUNT NUMBER: 9-1339-431-00-123-049-0-XXX

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
742	C.O., 2009 Pct #3 Drain Impro-Heavy Equip	741	C.O., 2009 Pct #3 Drain Impro-Vehicle	296,880.00
TOTAL				\$296,880.00

REASON: Reclassify Purchase Order

DEPARTMENT HEAD SIGNATURE

CC DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

Pipeline Permits

CC CONSENT

Date: 05/12/2009
 Submitted By: Sandra Garcia, RIGHT OF WAY DEPT.
 Submitted For: Joe Pena
 Department: RIGHT OF WAY DEPT.
 Agenda Category: Right of Way

Information

CAPTION

North Alamo Water Supply Corporation:

1. Approximately 300' going south from 9th St. on the east side of Lincoln St- Line Ext- Hargill Self Help Project.
2. Hargill Self Help Project- Lincoln St WS/S 9th St boring from east to west- 4 Bores- (4) 3/4" meter connections.
3. Bar 7 L74 (495 NS/W 1423) - Bore- Pedro Gonzalez-3/4" service connection
4. Approximately 1,584' east of FM 88 on the east side of mile 4.5W, north of FM 1925- Line Ext. Also Boring FM 88 from west to east (3/4" service connection)- Jack McClelland

BACKGROUND

Fiscal Impact

Attachments

Link: [Pipeline Permits](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	05/06/2009 11:41 AM	APRV
2	Dale Kennan	Dale Kennan	05/08/2009 08:24 AM	APRV
3	Auditor's Office	Becky Morales	05/08/2009 11:41 AM	APRV
Form Started By: Sandra Garcia			Started On: 05/05/2009 10:09 AM	
Final Approval Date: 05/08/2009				

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 12th day of May, 2009 does by these presents **GRANT, GIVE AND RELINQUISH TO:**

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

- 1. Approximately 300' going south from 9th St on the east side of Lincoln St- Line Ext- Hargill Self Help Project
- 2. Hargill Self Help Project- Lincoln St WS/S 9th St boring from east to west- 4 Bores-(4)-3/4" meter connections

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

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

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 12th day of May, 2009 does by these presents **GRANT, GIVE AND RELINQUISH TO:**

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

- 3. Bar 7 L74 (495 NS/W 1423)- Bore- Pedro Gonzalez- 3/4" service connection
- 4. Approximately 1,584' east of FM 88 on the east side of mile 4.5W, north of FM 1925- Line Ext- Also Boring FM 88 from west to east (3/4" service connection)- Jack McClelland

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

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

AI-15340

5.A.

**TIHCA Membership
CC CONSENT**

Date: 05/12/2009
Submitted By: Josie Escalante, HEALTH & HUMAN SERVICES DEPT.
Submitted For: Eddie Olivarez
Department: HEALTH & HUMAN SERVICES DEPT.
Agenda Category: Health & Human Services Dept.

Information

CAPTION

Requesting authorization and approval to renew 2009 membership dues for the Texas Indigent Health Care Association in the amount of \$200.00.

BACKGROUND

Req #153253
account # 9-1100-441-00-340-001-0-810

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-441-00-340-001-0-810
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:
Funding available as of 5-8-09 \$5,535.00

Attachments

Link: [TIHCA Membership](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	05/06/2009 02:26 PM	APRV
2	Manuel Chapa	Manuel Chapa	05/08/2009 11:14 AM	APRV
3	Auditor's Office	Becky Morales	05/08/2009 03:51 PM	APRV
4	Purchasing Department	Marty Salazar	05/08/2009 05:05 PM	APRV

Form Started By: Josie Escalante Started On: 05/06/2009 01:45 PM

Final Approval Date: 05/08/2009



Invoice

Date	Invoice #
12/12/2008	5311

Bill To
Mr. Eduardo Olivarez Chief Administrative Officer Hidalgo County 1304 S. 25th St. Edinburg TX 78539

Texas Conference of Urban Counties
500 W. 13th. St.
Austin, TX 78701

EIN# 74-3019904

Description	Amount
Membership Dues for Texas Indigent Health Care Association 2009	200.00
Total \$200.00	
Balance Due \$200.00	

Phone #	Fax #	E-mail	Web Site
512/476-6174	512/476-5122	donlee@cuc.org	http://www.cuc.org

TO THE COUNTY AUDITOR
AFFIDAVIT FOR MEMBERSHIP DUES

THE STATE OF TEXAS

COUNTY OF HIDALGO

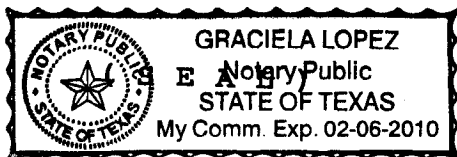
I, Eduardo Olivarez, do hereby state that my membership in the Texas Indigent Health Care Association on behalf of Hidalgo County and dues to be paid by Hidalgo County is necessary in the performance of my duties as an official/employee of Hidalgo County. I further state the following:

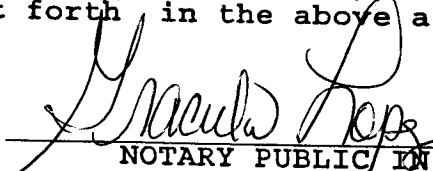
1. My participation in the association or organization is for the betterment of County Government and the benefit of me as a County official or employee;
2. The association or organization is not affiliated with a labor organization;
3. Neither the association or organization nor an employee of the association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

SIGNATURE: 

TITLE: Chief Administrative Officer

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




NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

AUTHORITY: LGC Sec. 113.064b

AI-15326

6.A.

TAX OFFICE REFUNDS

CC CONSENT

Date: 05/12/2009
 Submitted By: Hilda Fuentes, TAX OFFICE
 Submitted For: Hilda Fuentes
 Department: TAX OFFICE
 Agenda Category: Tax Refunds

Information

CAPTION

ACCT#	PROPERTY OWNER	PAYER	AMT
B2550.00.000.0066.03	Hector M Gutierrez	Hector M Gutierrez	\$2533.53

BACKGROUND

Fiscal Impact

Attachments

Link: [frt pg](#)

Link: [accts page](#)

Link: [Gutierrez](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	05/06/2009 11:43 AM	APRV
2	Perla Lopez	Perla Lopez	05/06/2009 01:54 PM	APRV
3	Auditor's Office		05/08/2009 05:13 PM	NEW

Form Started By: Hilda Fuentes
 Started On: 05/06/2009 09:16 AM
 Final Approval Date: 05/08/2009

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 23, 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,

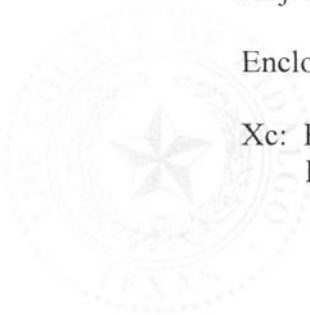
A handwritten signature in dark ink, appearing to read 'Armando Barrera, Jr.' with a stylized flourish at the end.

Armando Barrera, Jr. RTA

Abj: mm

Enclosure

Xc: Hidalgo County Auditor
Raymundo Eufrazio, CPA



Office of Tax Assessor-Collector

COUNTY *of* **HIDALGO**



Armando Barrera Jr. RJA

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. B2550.00.000.0066.03	HECTOR M GUTIERREZ FMLY LMTED	HECTOR M GUTIERREZ FMLY	\$ 2,533.53



APPLICATION FOR TAX REFUND

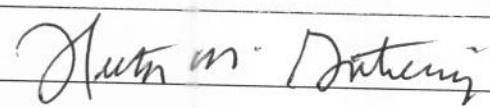
Collection office name HIDALGO COUNTY TAX OFFICE	Collecting tax for: (Tax Units) GHD-SST-DR1-FD1-FD2-FD3-FD4-CAN-CLV-CMS-CPN-CPO-CWL-SEB-SLV-SML-SMS-SSL-SWL-JCC
Present mailing address (number and street) P O BOX 178	
City, town or post office, state, ZIP code EDINBURG TX 78540-0178	Phone (area code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

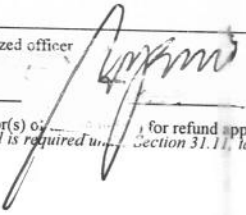
To apply for a tax refund, the taxpayer must complete the following

Step 1:	Owner's name and address		
	Owner's name HECTOR M GUTIERREZ ✕ FMLY LIMITED PARTNERSHIP		
	Present mailing address (number and street) P O BOX 279		
	City, town or post office, state, ZIP code MISSION, TX 78573	Phone (area code and number)	

Step 2:	Describe the property		
	Legal description (or attach copy of the tax bill or tax receipt): BENTSEN GROVES BNG AN IRR TR W1172.79'		
	LOT 66 7.69AC		
	Address or location of property: R653324 †		
	Account number of property: B2550.00.000.0066.03 †	Tax receipt number:	
	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	2008	1/30 / 2009	\$25.63	\$2533.53 †
	2.		/	\$5846.37	\$
	3.		/	\$	\$
	4.		/	\$	\$
	5. TOTAL		/	\$	\$2533.53 †
	Taxpayer's reason for refund (attach supporting documentation): OP				
	L020609K Apply \$315.87 to R 701358; Apply \$341.00 to R607752				
	TR Refund \$1,876.66 to taxpayer.				

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 3-5-09
	If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code Section 37.10.		

Step 5:	Tax refund Determination		
	This tax refund is <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Disapproved		AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE DATE: SE 4-14-09
	sign here	Authorized officer 	Date 4/22/09
	sign here	Collector(s) of approval is required under Section 31.11, tax code for refund applications over (insert amount) which governing body	Date 3/13/09

320 4/7

**Certification of Workers' Compensation Claims paid by Tristar Risk Management
CC CONSENT**

Date: 05/12/2009
 Submitted By: Flora Vazquez, WORKERS' COMPENSATION
 Department: WORKERS' COMPENSATION
 Agenda Category: Budget and Management

Information

CAPTION

Self-Insured Workers' Compensation 2202:
 Requesting approval of reimbursement of the Hidalgo County Workers' Compensation Claims paying account for claims paid by Tristar Risk Management and requesting approval of wire transfer for the period of:

04/01-15/2009	\$ 49,647.10
04/16-30/2009	\$ 42,079.63
Total Due:	\$ 91,726.73

BACKGROUND

Fiscal Impact

Attachments

- Link: [Invoice](#)
- Link: [Breakdown by Organization](#)
- Link: [Certification](#)
- Link: [Invoice](#)
- Link: [Breakdown by Organization](#)
- Link: [Certification](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	05/07/2009 08:31 AM	APRV
2	Dale Kennan	Dale Kennan	05/08/2009 08:34 AM	APRV
3	Auditor's Office	Becky Morales	05/08/2009 11:40 AM	APRV
Form Started By: Flora Vazquez			Started On: 05/06/2009 05:04 PM	
Final Approval Date: 05/08/2009				

Tristar Risk Management
100 Oceangate Suite #700
Long Beach, CA 90802
(562) 495-6600
TIN: 95-2791831

April 15, 2009

Hidalgo County Workers Compensation Fund
2818 S. Bus Hwy. 281
Edinburg, TX 78539
Flora Vazquez
Director of Risk Management

L HIDAL.WC
Invoice Number: 45138

Loss Replenishment

Re: Workers Compensation

Tristar Risk Management hereby certifies that the attached billings for losses paid 49,647.10
4/1-4/15/09 (Check#324465-324661) are in accordance with our contract with Hidalgo County
Exhibit A, dated July 1st

TOTAL CURRENT CHARGES \$ 49,647.10

Previous Balance Due \$ 90,512.44

Total Balance Due \$140,159.54

Due Upon Receipt

If you have any questions or need wire instructions, please call:
(562) 495-6600 ext 1048

Custom Payment Total

Hidalgo County WC losses paid 4/1-4/15/09

<u>Processed</u>	<u>Check Date</u>	<u>Chk/Vchr #</u>	<u>Claim Number</u>	<u>Claimant</u>	<u>Incident</u>	<u>Transaction Type</u>	<u>Payee</u>	<u>Dates of Service</u>	<u>Method</u>	<u>Amount</u>
Alternate Organization 1 : Community Service										
Alternate Organization 1 Total: 4										194.64
Alternate Organization 1 : Headstart										
Alternate Organization 1 Total: 87										6,463.86
Alternate Organization 1 : Hidalgo County										
Alternate Organization 1 Total: 422										42,988.60
Grand Total: 513										49,647.10

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HIDALGO COUNTY BUDGET OFFICE/WORKERS' COMPENSATION DIVISION
CERTIFICATION OF WORKERS' COMP. CLAIMS PAID BY TRISTAR RISK MANAGEMENT
FOR THE PERIOD OF: April 1-15, 2009

Hidalgo County's Self-Funded Workers' Compensation, Third Party Administrator (TPA) TRISTAR RISK MANAGEMENT, has submitted to my office a request to reimburse the County's CLAIMS PAYING ACCOUNT in the amount of \$ 49,647.10.

TRISTAR is certifying to my office that it has paid Workers' Compensation Claims (Check # 324465-324661) on behalf of injured employees from 04/01/2009 to 04/15/2009 :

- | | | |
|-----|-------------------------------------|---------------------|
| 1). | Hidalgo County | \$ <u>42,988.60</u> |
| 2). | Hidalgo County Headstart Program | \$ <u>6,463.86</u> |
| 3). | Community Service Agency | \$ <u>194.64</u> |
| 4). | Hidalgo County Urban County Program | \$ <u>00.00</u> |
| 5). | Drainage District #1 | \$ <u>00.00</u> |

Total Reimbursement Requested by TRISTAR RISK MANAGEMENT \$ 49,647.10.
Dept. of Budget & Management/Employee Benefits Section is requesting approval of this payment on the Commissioners' Court Agenda of May 12, 2009.

Initial amount advanced by Commissioner's Court to TRISTAR RISK MANAGEMENT to pay claims: \$ < 200,000.00 >

Balance left in the Hidalgo County Workers' Compensation Fund at Mellon Bank in California. (estimate) \$ 150,352.90

I hereby approve this reimbursement and certify that I and/or my staff have reviewed each claim included on the attached check register to ensure that:

- All the claimants are in fact employees of Hidalgo County, Drainage District No. 1, Hidalgo County Headstart Program, Community Service Agency, or Hidalgo County Urban Program.
- All fees to vendors are appropriate for the type of service provided.
- All fees paid to Hidalgo County for salary continuation were in fact received by Hidalgo County, and have been received by my department and deposited with the Hidalgo County Treasurer's Office and credited to the corresponding salary account. I have forwarded a copy of the Treasurer's receipts for each check shown as issued to Hidalgo County.
- All types of expenditures reflected on this claim report are appropriate for the Hidalgo County Workers' Compensation Fund (Escrow Fund).
- The Office of the County Auditor will receive a copy of the monthly bank statement for the Hidalgo County Workers' Compensation Bank Account (held at Mellon Bank in California) no later than the 10th day of the following month.

Elora Vazquez
Employee Benefits Manager

05/06/09
Date

Dept. of Budget & Management Chief Administrator

Date

Commissioner's Court Approval

Date

Tristar Risk Management
100 Oceangate Suite #700
Long Beach, CA 90802
(562) 495-6600
TIN: 95-2791831

May 5, 2009

Hidalgo County Workers Compensation Fund
2818 S. Bus Hwy. 281
Edinburg, TX 78539
Flora Vazquez
Director of Risk Management

L HIDAL.WC
Invoice Number: 45741

Loss Replenishment

Re: Workers Compensation

Tristar Risk Management hereby certifies that the attached billings for losses paid 42,079.63
4/16-4/30/09 (Check#324662-324792) are in accordance with our contract with Hidalgo
County Exhibit A, dated July 1st

TOTAL CURRENT CHARGES \$ 42,079.63

Previous Balance Due \$140,159.54

Payments and Credits

05/01/09 Payment received - thank you 27,779.73CR

05/01/09 Payment received - thank you 62,732.71CR

Total Payments and Credits \$ 90,512.44CR

Total Balance Due \$ 91,726.73

Due Upon Receipt

If you have any questions or need wire instructions, please call:
(562) 495-6600 ext 1048

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Custom Payment Total

Hidalgo County WC losses paid 4/16-4/30/09

Processed	Check Date	Chk/Vchr #	Claim Number	Claimant	Incident	Transaction Type	Payee	Dates of Service	Method	Amount
Alternate Organization 1 : Community Service										
Alternate Organization 1 Total:									2	295.20
Alternate Organization 1 : Headstart										
Alternate Organization 1 Total:									46	4,366.92
Alternate Organization 1 : Hidalgo County										
Alternate Organization 1 Total:									234	37,417.51
Grand Total:									282	42,079.63

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HIDALGO COUNTY BUDGET OFFICE/WORKERS' COMPENSATION DIVISION
CERTIFICATION OF WORKERS' COMP. CLAIMS PAID BY TRISTAR RISK MANAGEMENT
FOR THE PERIOD OF: April 16-30, 2009

Hidalgo County's Self-Funded Workers' Compensation, Third Party Administrator (TPA) TRISTAR RISK MANAGEMENT, has submitted to my office a request to reimburse the County's CLAIMS PAYING ACCOUNT in the amount of \$ 42,079.63.

TRISTAR is certifying to my office that it has paid Workers' Compensation Claims (Check # 324662-324792) on behalf of injured employees from 04/16/2009 to 04/30/2009:

- | | |
|---|---------------------|
| 1). Hidalgo County | \$ <u>37,417.51</u> |
| 2). Hidalgo County Headstart Program | \$ <u>4,366.92</u> |
| 3). Community Service Agency | \$ <u>295.20</u> |
| 4). Hidalgo County Urban County Program | \$ <u>00.00</u> |
| 5). Drainage District #1 | \$ <u>00.00</u> |

Total Reimbursement Requested by TRISTAR RISK MANAGEMENT \$ 42,079.63.
Dept. of Budget & Management/Employee Benefits Section is requesting approval of this payment on the Commissioners' Court Agenda of May 12, 2009.

Initial amount advanced by Commissioner's Court to TRISTAR RISK MANAGEMENT to pay claims: \$ < 200,000.00 >

Balance left in the Hidalgo County Workers' Compensation Fund at Mellon Bank in California. (estimate) \$ 157,920.37

I hereby approve this reimbursement and certify that I and/or my staff have reviewed each claim included on the attached check register to ensure that:

- All the claimants are in fact employees of Hidalgo County, Drainage District No. 1, Hidalgo County Headstart Program, Community Service Agency, or Hidalgo County Urban Program.
- All fees to vendors are appropriate for the type of service provided.
- All fees paid to Hidalgo County for salary continuation were in fact received by Hidalgo County, and have been received by my department and deposited with the Hidalgo County Treasurer's Office and credited to the corresponding salary account. I have forwarded a copy of the Treasurer's receipts for each check shown as issued to Hidalgo County.
- All types of expenditures reflected on this claim report are appropriate for the Hidalgo County Workers' Compensation Fund (Escrow Fund).
- The Office of the County Auditor will receive a copy of the monthly bank statement for the Hidalgo County Workers' Compensation Bank Account (held at Mellon Bank in California) no later than the 10th day of the following month.

Flora Vazquez
Employee Benefits Manager

05/06/09
Date

Dept. of Budget & Management Chief Administrator

Date

Commissioner's Court Approval

Date

**Blue Cross Blue Shield Health Insurance Claims
CC CONSENT**

Date: 05/12/2009
Submitted By: Flora Vazquez, WORKERS' COMPENSATION
Department: WORKERS' COMPENSATION
Agenda Category: Budget and Management

Information

CAPTION

Health Benefits Fund (2201):

1. Approval to transfer \$ 431,214.36 to Hidalgo County Health Insurance bank account for Blue Cross Blue Shield Health Insurance Claims for periods:

04/04/09 - 04/10/09	\$ 257,627.98
04/11/09 - 04/17/09	\$ 173,586.38
TOTAL:	\$ 431,214.36

2. Requesting approval for wire transfer to cover claims paid.

BACKGROUND

Fiscal Impact

Attachments

Link: [Certification](#)

Link: [BCBS 04-04-09 to 04-10-09](#)

Link: [BCBS 4-11-09 to 4-17-09](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	05/07/2009 04:19 PM	APRV
2	Dale Kennan	Dale Kennan	05/08/2009 10:48 AM	APRV
3	Auditor's Office	Becky Morales	05/08/2009 11:40 AM	APRV

Form Started By: Flora Vazquez
Started On: 05/07/2009 03:39 PM

Final Approval Date: 05/08/2009

HIDALGO COUNTY BUDGET OFFICE/WORKERS' COMPENSATION DIVISION
CERTIFICATION OF MEDICAL INSURANCE CLAIMS
PAID BY BLUE CROSS BLUE SHIELD OF TEXAS

FOR THE PERIOD OF: April 4 - 17, 2009.

Hidalgo County's Self-Funded Health Insurance, Third Party Administrator (TPA) Blue Cross Blue Shield of Texas, has submitted to my office a request to reimburse the County's CLAIMS PAYING ACCOUNT in the amount of \$ 431,214.36.

- 1). Hidalgo County
- 2). Hidalgo County Headstart Program
- 3). Hidalgo County Community Service Agency
- 4). Hidalgo County Urban County Program
- 5). Hidalgo County Drainage District #1
- 6). Hidalgo County Appraisal District

Total Reimbursement Requested by Blue Cross Blue Shield of Texas for dates 04/04/09 to 04/17/09 is \$ 431,214.36.

Dept. of Budget & Management/Employee Benefits Section is requesting approval of this payment on the Commissioners' Court Agenda of May 12, 2009.

I hereby approve this reimbursement and certify that I and/or my staff have reviewed each claim included on the attached check register to ensure that:

- All the claimants are in fact employees of Hidalgo County, Drainage District No. 1, Hidalgo County Headstart Program, Hidalgo County Community Service Agency, Hidalgo County Urban Program and Hidalgo County Appraisal District.
- All fees to vendors are appropriate for the type of service provided.
- All insurance premiums paid to Hidalgo County for Health Insurance Self-Funded Account were received by my department and deposited to the Hidalgo County Treasurer's Office and credited to the corresponding salary account.
- All types of expenditures reflected on this claim report are appropriate for the Hidalgo County Health Insurance Self Funded Account.

Glora Vazquez
Employee Benefits Manager

05/07/09
Date

Dept. of Budget & Management Chief Administrator

Date

Commissioner's Court Approval

Date

Group # 021185

Settlement ID:

TX433010006

HIDALGO COUNTY

**Processed Date
Period**

04/04/09 - 04/10/09

SECTION			
0001-0011	HIDALGO COUNTY	\$	184,976.25
0002-0012	HEADSTART	\$	51,181.38
0003-0013	APPRAISAL DISTRICT	\$	8,716.10
0004-0014	COMMUNITY SERVICE	\$	2,028.50
0005-0015	DRAINAGE DISTRICT	\$	2,306.62
9001-9002	COBRA	\$	2,052.90
0006-0016	RETIREES	\$	6,366.23
	TOTAL:	\$	257,627.98



**Group # 02118: HIDALGO COUNTY
Settler TX433010006**

Processed Date 04/11/09 - 04/17/09

SECTION			
0001-0011	HIDALGO COUNTY	\$	122,618.87
0002-0012	HEADSTART	\$	32,704.82
0003-0013	APPRAISAL DISTRICT	\$	2,219.26
0004-0014	COMMUNITY SERVICE	\$	568.59
0005-0015	DRAINAGE DISTRICT	\$	2,541.12
9001-9002	COBRA	\$	6,302.89
0006-0016	RETIREES	\$	6,630.83
TOTAL:		\$	173,586.38

\$ 347,172.76

Payment Requests - R. Gutierrez Engineering Invoices

CC CONSENT

Date: 05/12/2009
Submitted By: Yolanda Cisneros, COMM. PCT. #2
Submitted For: Yolanda Cisneros
Department: COMM. PCT. #2
Agenda Category: Purchasing Department

Information

CAPTION

Precinct #2

Presentation for discussion, consideration, acceptance, and approval of request for payment on the following invoice(s) submitted by R. Gutierrez Engineering Corporation, contracted project engineer, subject to Auditor's review and processing procedures completed and authority for County Treasurer to issue payments/checks:

Table with 4 columns: INV.#, INV. DATE, PROJECTS, AMOUNTS. Rows include invoice numbers 2680, 2664, 2678, 2679, and 2681 with their respective dates, project names, and amounts.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1202-431-00-122-034-0-733
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
PO#613776 Funding available in the amount of \$173,040.00 as of 04/23/2009.

FISCAL YEAR: 2009 ACCT. #: 9-1202-431-00-122-006-0-841
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
PO#621511 Funding available in the amount of \$4,000.00 as of 05/06/2009.

FISCAL YEAR: 2009 ACCT. #: 9-1202-431-00-122-006-0-734
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
PO#619888 Funding available in the amount of \$6,000.00 as of 05/06/2009.

FISCAL YEAR: 2009 ACCT. #: 9-1202-431-00-122-006-0-841
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
PO#613163 Funding available in the amount of \$7,848.40 as of 05/06/2009.

FISCAL YEAR: 2009 ACCT. #: 9-1202-431-00-122-027-0-731
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
PO#561453 Funding available in the amount of \$127,322.13 as of 05/06/2009.

Attachments

Link: [Invoice](#)
Link: [Invoice](#)
Link: [Invoice](#)
Link: [Invoice](#)
Link: [Invoice](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	05/07/2009 01:31 PM	APRV
2	Budget & Management	Veronica Lopez	05/07/2009 01:38 PM	APRV
3	Roland Garcia	Rolando Garcia	05/08/2009 10:42 AM	APRV
4	Auditor's Office		05/08/2009 05:13 PM	NEW

Form Started By: Yolanda Cisneros
Started On: 04/23/2009 05:46 PM

Final Approval Date: 05/08/2009

R. Gutierrez Engineering Corporation

130 E. Park
Pharr, TX 78577

Invoice Number: 2680
Wednesday, April 22, 2009

Invoice

To: Hidalgo County Precinct No. 2
301 E. State St.
Pharr, TX 78577
Attention: Hector Palacios, Commissioner

Project: ENG07.032L Southfork Drainage Lateral

Project Manager: Luis Nava
Professional Services for the Period: 03/05/2009 to 04/22/2009

Billing Group: 01 Phased Fixed Fee
Southfork Drainage Lateral

Contract #: C-07-358-09-04(WA#12)(PO#613776)

Billing Fee: \$342,501.00

<u>Phase</u>	<u>Phase Fee</u>	<u>Percent Complete</u>	<u>Fee Earned</u>	<u>Prior Billing</u>	<u>Current Fee</u>
Data Collection & Prelim Engineering & Design	151,161.00	100.00	151,161.00	151,161.00	0.00
Right-of-Way Map	39,200.00	46.68	18,300.00	18,300.00	0.00
Final Design	75,580.00	60.00	45,348.00	0.00	45,348.00
Construction Services	75,580.00	0.00	0.00	0.00	0.00
Special Services	980.00	0.00	0.00	0.00	0.00
Total Phases:					\$45,348.00

Phase Billing Totals: \$45,348.00

613776

9-1202-431-00-122-034-0-733


REQ. #144476

Billing Group Subtotal: 45,348.00

Project Totals:

***** Total Project Invoice Amount:**

\$45,348.00



Ramiro Gutierrez
President

INVOICE RECEIVED BY:
 ON 4/23/09

GOODS/SERVICES RECEIVED BY:
 ON 4/23/09

R. Gutierrez Engineering Corporation

April 22, 2009

Hector "Tito" Palacios
County Commissioner
Hidalgo County Precinct No. 2
301 E. State Street
Pharr, TX 78577

RE: Southfork Drainage Lateral – 60% Complete Plans Invoice
Project No: ENG07.032L

Dear Commissioner Palacios:

I am submitting this letter to explain the work accomplished to date on the above referenced project. The data collection and preliminary engineering, proposed right-of-way schematic, and drainage report are complete. We have also completed 9 preliminary parcels for the project. We have now completed the construction plans to the 60% stage and are submitting a copy of the 60% complete plans.

At this time we are 100% complete with the Data Collection and Preliminary Engineering & Design Phase, 50% complete with the Right-of-Way Map phase and 60% complete with the Final Design phase. Attached is an invoice for the services completed to date. Please process this invoice promptly. If you have any questions, please call me so that we may discuss them. You can call me at 956-782-2557.

Sincerely,



Ramiro Gutierrez, P.E.
President

Attachment(s)
cc: Files

R. Gutierrez Engineering Corporation

Transmittal Form

TO: Commissioner Palacios
Hidalgo County Precinct No. 2
301 E. State St.
Pharr, TX 78577

FROM: Jaime Jaimez, Jr.
SUBJECT: Southfork Drainage Lateral
PROJECT NO.: ENG07.032L
DATE: April 23, 2009

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

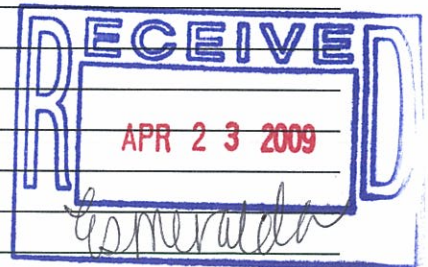
BLUEPRINTS PLANS SHOP DRAWINGS CD
 CHANGE ORDER SAMPLES PAYMENT REQUEST OTHER: INVOICE
 BID TABULATION CONTRACT DOCUMENTS RECORD DRAWINGS 3 1/2" DISKETTE

QUANTITY / SETS	DATED	ITEM DESCRIPTION
1	04/22/2009	Invoice No. 2680
1	04/22/2009	Cover Letter
1	-	Plans

THESE ARE TRANSMITTED AS CHECKED BELOW:

FOR BIDS DUE APPROVED AS NOTED FOR YOUR RECORDS
 FOR APPROVAL APPROVED AS SUBMITTED FOR YOUR ACKNOWLEDGEMENT
 FOR YOUR USE RETURN FOR CORRECTIONS RESUBMIT FOR APPORVAL
 AS REQUESTED FOR FURTHER PROCESSING ON LOAN
 FOR REVIEW AND COMMENT FOR SIGNATURE OTHER

COMMENTS: _____



Copy Distribution: file Received by: _____

R. Gutierrez Engineering Corporation

130 E. Park
Pharr, TX 78577

Invoice Number: 2664
Tuesday, March 24, 2009

Invoice

To: Hidalgo County Precinct No. 2
301 E. State St.
Pharr, TX 78577
Attention: Hector Palacios, Commissioner

**Project: ENG08.024c RSW Unit #1 Subdivision
Construction Administration and Staking**

Project Manager: Luis Nava
Professional Services for the Period: 02/01/2009 to 02/28/2009

Billing Group: 01 Phased Fixed Fee
Construction Administration and Staking

Contract #: C-08-381-09-16(WA#3)(PO#613161)

Billing Fee: \$15,994.52

<u>Phase</u>	<u>Phase Fee</u>	<u>Percent Complete</u>	<u>Fee Earned</u>	<u>Prior Billing</u>	<u>Current Fee</u>
November 2008	2,818.75	100.00	2,818.75	2,818.75	0.00
December 2008	1,711.78	100.00	1,711.78	1,711.78	0.00
January 2009	7,468.77	100.00	7,468.77	7,468.77	0.00
February 2009	3,995.22	100.00	3,995.22	0.00	3,995.22
Total Phases:					\$3,995.22

Phase Billing Totals: \$3,995.22

621511 
9-1202-431-00-122-006-0-841
REQ. #153477

Billing Group Subtotal: 3,995.22

Project Totals:

***** Total Project Invoice Amount:**

\$3,995.22



Ramiro Gutierrez
President

INVOICE RECEIVED BY:
 - ON 3/24/09
GOODS/SERVICES RECEIVED BY:
 ON 3/24/09

**RSW UNIT #1
Construction Staking Hourly Charges**

February 2009

Breakdown by Position/Title

Position/Title	Total Hours Worked	Contract Hourly Rate	Overhead Multiplier	Monthly Salary Paid	Fee Earned (Salary + 10%)
Principal	2.5	\$ 282.92	1.0000	\$ 707.30	\$ 778.03
Project Manager	8.0	\$ 202.09	1.0000	\$ 1,616.72	\$ 1,778.39
Senior Engineer	0.0	\$ 145.50	1.0000	\$ -	\$ -
Engineer/RPLS	0.0	\$ 113.17	1.0000	\$ -	\$ -
Graduate Engineer	0.0	\$ 97.00	1.0000	\$ -	\$ -
Senior Engineering Tech	9.0	\$ 84.08	1.0000	\$ 756.72	\$ 832.39
CADD-Design Technician	0.0	\$ 67.26	1.0000	\$ -	\$ -
Clerical	0.0	\$ 61.44	1.0000	\$ -	\$ -
Survey Crew	4.00	\$ 137.82	1.0000	\$ 551.28	\$ 606.41
Total Due for the Month					\$ 3,995.22

R. Gutierrez Engineering Corporation

March 24, 2009

Hector "Tito" Palacios
County Commissioner
Hidalgo County Precinct No. 2
301 E. State Street
Pharr, TX 78577

RE: RSW Unit #1 Subdivision Construction Staking – Invoice
ENG08.024c

Dear Commissioner Palacios:

I am submitting an invoice for the construction staking for the above referenced project. This project is billed on an hourly basis per position/title. I am providing a breakdown of the hours worked for the month of February 2009.

If you have any questions, please call Ramiro or myself at 956-782-2557 or Ramiro on his mobile at 956-227-2154.

Sincerely,



Jaime Jaimez, Jr.
Accounting Manager

Attachments

cc: File

R. Gutierrez Engineering Corporation

130 E. Park
Pharr, TX 78577

Invoice Number: 2678
Wednesday, April 22, 2009

Invoice

To: Hidalgo County Precinct No. 2
301 E. State St.
Pharr, TX 78577
Attention: Hector Palacios, Commissioner

Project: ENG08.024g Red Barn Subdivision Construction Administration and Staking

Project Manager: Luis Nava
Professional Services for the Period: 03/01/2009 to 03/31/2009

Billing Group: 01 Phased Fixed Fee

Construction Administration and Staking

Contract #: C-08-381-09-16(WA#7)(PO#619888)

		Billing Fee:			\$2,855.63
Phase	Phase Fee	Percent Complete	Fee Earned	Prior Billing	Current Fee
March 2009	2,855.63	100.00	2,855.63	0.00	2,855.63
		Total Phases:			\$2,855.63
		Phase Billing Totals:			\$2,855.63

Billing Group Subtotal: 2,855.63

Project Totals:

***** Total Project Invoice Amount:**

\$2,855.63



Ramiro Gutierrez
President

619888
9-1202-431-00-122-006-0-734
Req. # 151798

INVOICE RECEIVED BY: Luis Nava ON 4/22/09
GOODS/SERVICES RECEIVED BY: Hector Palacios ON 4/22/09

**Red Barn Subdivision
Construction Staking Hourly Charges**

March 2009

Breakdown by Position/Title

Position/Title	Total Hours Worked	Contract Hourly Rate	Overhead Multiplier	Monthly Salary Paid	Fee Earned (Salary + 10%)
Principal	1.0	\$ 282.92	1.0000	\$ 282.92	\$ 311.21
Project Manager	0.0	\$ 202.09	1.0000	\$ -	\$ -
Senior Engineer	0.0	\$ 145.50	1.0000	\$ -	\$ -
Engineer/RPLS	0.0	\$ 113.17	1.0000	\$ -	\$ -
Graduate Engineer	0.0	\$ 97.00	1.0000	\$ -	\$ -
Senior Engineering Tech	5.5	\$ 84.08	1.0000	\$ 462.44	\$ 508.68
CADD-Design Technician	6.0	\$ 67.26	1.0000	\$ 403.56	\$ 443.92
Clerical	0.0	\$ 61.44	1.0000	\$ -	\$ -
Survey Crew	10.5	\$ 137.82	1.0000	\$ 1,447.11	\$ 1,591.82
Total Due for the Month					\$ 2,855.63

R. Gutierrez Engineering Corporation

April 22, 2009

Hector "Tito" Palacios
County Commissioner
Hidalgo County Precinct No. 2
301 E. State Street
Pharr, TX 78577

RE: Red Barn Subdivision Construction Staking – Invoice
ENG08.024g

Dear Commissioner Palacios:

I am submitting an invoice for the construction staking for the above referenced project. This project is billed on an hourly basis per position/title. I am providing a breakdown of the hours worked for the month of March 2009.

If you have any questions, please call Ramiro or myself at 956-782-2557 or Ramiro on his mobile at 956-227-2154.

Sincerely,



Jaime Jaimez, Jr.
Accounting Manager

Attachments

cc: File

R. Gutierrez Engineering Corporation

130 E. Park
Pharr, TX 78577

Invoice Number: 2679
Wednesday, April 22, 2009

Invoice

To: Hidalgo County Precinct No. 2
301 E. State St.
Pharr, TX 78577
Attention: Hector Palacios, Commissioner

Project: ENG08.024e Eldora Gardens Subdivision Construction Administration and Staking

Project Manager: Luis Nava
Professional Services for the Period: 03/01/2009 to 03/31/2009

Billing Group: 01 Phased Fixed Fee

Construction Administration and Staking

Contract #: C-08-381-09-16(WA#5)(PO#613163)

			Billing Fee:		\$3,775.46
Phase	Phase Fee	Percent Complete	Fee Earned	Prior Billing	Current Fee
January 2009	151.60	100.00	151.60	151.60	0.00
March 2009	3,623.86	100.00	3,623.86	0.00	3,623.86
			Total Phases:		\$3,623.86
			Phase Billing Totals:		\$3,623.86
			Billing Group Subtotal:		3,623.86

Project Totals:

***** Total Project Invoice Amount:**

\$3,623.86



Ramiro Gutierrez
President

613163
9-1202-431-00-122-006-0-841
Req. # 143866

INVOICE RECEIVED BY:  ON 4/22/09
GOODS/SERVICES RECEIVED BY:  ON 4/22/09

**Eldora Gardens Subdivision
Construction Staking Hourly Charges**

March 2009

Breakdown by Position/Title

Position/Title	Total Hours Worked	Contract Hourly Rate	Overhead Multiplier	Monthly Salary Paid	Fee Earned (Salary + 10%)
Principal	3.0	\$ 282.92	1.0000	\$ 848.76	\$ 933.64
Project Manager	0.0	\$ 202.09	1.0000	\$ -	\$ -
Senior Engineer	0.0	\$ 145.50	1.0000	\$ -	\$ -
Engineer/RPLS	0.0	\$ 113.17	1.0000	\$ -	\$ -
Graduate Engineer	0.0	\$ 97.00	1.0000	\$ -	\$ -
Senior Engineering Tech	4.5	\$ 84.08	1.0000	\$ 378.36	\$ 416.20
CADD-Design Technician	0.0	\$ 67.26	1.0000	\$ -	\$ -
Clerical	0.0	\$ 61.44	1.0000	\$ -	\$ -
Survey Crew	15.0	\$ 137.82	1.0000	\$ 2,067.30	\$ 2,274.03
Total Due for the Month					\$ 3,623.86

R. Gutierrez Engineering Corporation

April 22, 2009

Hector "Tito" Palacios
County Commissioner
Hidalgo County Precinct No. 2
301 E. State Street
Pharr, TX 78577

RE: Eldora Gardens Subdivision Construction Staking – Invoice
ENG08.024e

Dear Commissioner Palacios:

I am submitting an invoice for the construction staking for the above referenced project. This project is billed on an hourly basis per position/title. I am providing a breakdown of the hours worked for the month of March 2009.

If you have any questions, please call Ramiro or myself at 956-782-2557 or Ramiro on his mobile at 956-227-2154.

Sincerely,



Jaime Jaimez, Jr.
Accounting Manager

Attachments

cc: File

R. Gutierrez Engineering Corporation

130 E. Park
Pharr, TX 78577

Invoice Number: 2681
Wednesday, April 22, 2009

Invoice

To: Hidalgo County Precinct No. 2
301 E. State St.
Pharr, TX 78577
Attention: Hector Palacios, Commissioner

Project: ENG05.015b Tower Road (Moore Rd - Balli Rd)

Professional Services for the Period: 04/04/2009 to 04/22/2009

Billing Group: 02 Phased % of Construction

Part 2 - Rancho Blanco Rd - Balli Rd (approx 1.5 miles)

Contract #: C-05-229-06-21 WA#2(PO#561453)

Billing Fee: \$292,650.00

<u>Phase</u>	<u>Phase Fee</u>	<u>Percent Complete</u>	<u>Fee Earned</u>	<u>Prior Billing</u>	<u>Current Fee</u>
Preliminary Phase	111,825.00	100.00	111,825.00	111,825.00	0.00
Design Phase	67,095.00	32.50	21,806.00	16,774.00	5,032.00
Construction Phase	44,730.00	0.00	0.00	0.00	0.00
Environmental Assessment (Add'l Service)	34,000.00	0.00	0.00	0.00	0.00
Right-of-Way Acquisition (Add'l Service)	24,200.00	0.00	0.00	0.00	0.00
Geotechnical Investifation (Add'l Service)	10,800.00	0.00	0.00	0.00	0.00
Total Phases:					\$5,032.00

Phase Billing Totals: \$5,032.00

561453

9-1202-431-00-122-027-0-731

Req. # 82579

Billing Group Subtotal: 5,032.00

Project Totals:

***** Total Project Invoice Amount:**

\$5,032.00



Ramiro Gutierrez
President

INVOICE RECEIVED BY:

ON 4/24/09
GOODS/SERVICES RECEIVED BY:

ON 4/24/2009

TASK	TOTAL CONTRACT AMOUNT	FEE BREAKDOWN					
		PART 1 WORK			PART 2 WORK		
		Fee Amount	% Comp	Fee Earned	Fee Amount	% Comp	Fee Earned
PRELIMINARY PHASE (50% of Fee)							
FIELD & AERIAL SURVEYING	\$64,398	\$30,850	100%	\$30,850	\$33,548	100%	\$33,548
SCHEMATIC DESIGN	\$150,261	\$71,984	100%	\$71,984	\$78,278	100%	\$78,278
SUB-TOTAL	\$214,659	\$102,834	100%	\$102,834	\$111,825	100%	\$111,825
DESIGN PHASE (30% of Fee)							
SURVEYING - FIELD VERIFICATION	\$32,199	\$15,425	100%	\$15,425	\$16,774	100%	\$16,774
ENGINEERING	\$96,597	\$46,275	90%	\$41,648	\$50,321	10%	\$5,032
SUB-TOTAL	\$128,795	\$61,700	93%	\$57,073	\$67,095	33%	\$21,806
CONSTRUCTION PHASE (20% of Fee)							
CONSTRUCTION ADMINISTRATION	\$85,864	\$41,134	0%	\$0	\$44,730	0%	\$0
SUB-TOTAL	\$85,864	\$41,134	0%	\$0	\$44,730	0%	\$0
TOTAL BASIC ENGINEERING FEES	\$429,318	\$205,668	78%	\$159,907	\$223,650	60%	\$133,631
ENVIRONMENTAL ASSESSMENT (Add'l Service)							
ENVIRONMENTAL ASSESSMENT	\$40,000	\$16,000	0%	\$0	\$24,000	0%	\$0
PULIC MEETINGS	\$20,000	\$10,000	0%	\$0	\$10,000	0%	\$0
SUB-TOTAL	\$60,000	\$26,000	0%	\$0	\$34,000	0%	\$0
RIGHT-OF-WAY ACQUISITION (Add'l Service)							
R.O.W. MAP	\$60,200	\$36,000	100%	\$36,000	\$24,200	0%	\$0
SUB-TOTAL	\$60,200	\$36,000	100%	\$36,000	\$24,200	0%	\$0
GEOTECHNICAL INVESTIGATIONI (Add'l Service)							
GEOTECHNICAL INVESTIGATION	\$18,000	\$7,200	0%	\$2,186	\$10,800	0%	\$0
SUB-TOTAL	\$18,000	\$7,200	30%	\$2,186	\$10,800	0%	\$0
TOTAL ADDITIONAL SERVICES	\$138,200	\$69,200	55%	\$38,186	\$69,000	0%	\$0
TOTAL ESTIMATED FEE	\$567,518	\$274,868	72%	\$198,093	\$292,650	46%	\$133,631
Part I - Basic Fee Based on 10.5% of Estimated Construction Cost of :					\$1,958,746		
For a Base Engineering Fee of :	\$205,668						
Part II - Basic Fee Based on 10.5% of Estimated Construction Cost of :					\$2,130,000		
For a Base Engineering Fee of :	\$223,650						

R. Gutierrez Engineering Corporation

April 22, 2009

Hector "Tito" Palacios
County Commissioner
Hidalgo County Precinct No. 2
301 E. State Street
Pharr, TX 78577

RE: Tower Road – Invoice
ENG05.015b

Dear Commissioner Palacios:

I am submitting an invoice for Part 2 (Rancho Blanco Road to Balli Road) of the above referenced project. The Preliminary phase is 100% complete and the Design phase is about 35% complete.

If you have any questions, please call Ramiro or myself so that we may discuss them. You can call us at 956-782-2557 or Ramiro on his mobile at 956-227-2154.

Sincerely,



Jaime Jaimez, Jr.
Accounting Manager

Attachments

cc: File

AI-15375

8.B.

**Invoice #2009-5 Izaguirre Engineering Group, LLC Pct. No. 1
CC CONSENT**

Date: 05/12/2009
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 No. 2009-5 in the amount of \$7,042.33 (3rd Call, Brenda Gay Phase I & II) as submitted by project engineer: Izaguirre Engineering Group, LLC. through - C-CAP-09-003-01-20.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1312-431-00-121-120-0-334
FUNDS AVAILABLE Y/N?: Yes MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

P.O. #619415 in the amount of \$8,802.91 for Brenda Gay- Engineering Services Available balance as of 05-07-09

Attachments

Link: Invoice 2009-5 Brenda Gay Izaguirre Engineering Group, LLC Pct. #1

Form Routing/Status

Route	Seq	Inbox	Approved By	Date	Status
1		Yvette Islas	Yvette Islas	05/07/2009 01:04 PM	APRV
2		Purchasing Department	Marty Salazar	05/07/2009 02:35 PM	APRV
3		Budget & Management	Veronica Lopez	05/07/2009 03:14 PM	APRV
4		Veronica Lopez	Veronica Lopez	05/07/2009 04:14 PM	APRV
5		Auditor's Office	Becky Morales	05/08/2009 04:39 PM	APRV

Form Started By: Marcie Jackson

Started On: 05/07/2009 09:09 AM

Final Approval Date: 05/08/2009



IZAGUIRRE

Engineering Group LLC.

Invoice

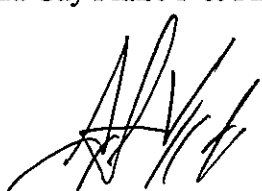
7413 N. La Homa Rd.
Mission Tx, 78574

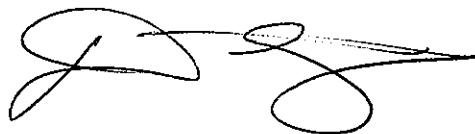
Tel. (956) 240-0749
Fax: (956) 584-0049

Date	Invoice #
4/17/2009	2009-5

Bill to:
Hidalgo County
Att: Agapito Vargas Jr.
301 East State Street
Pharr, Tx 78577

SHIP TO:
301 East State Street
Pharr, Tx 78577

Description	
Brenda Gay Phase I & Phase II Completion:	\$7,042.33 d
 4.24.09 P.O.# 619415 9-1312-431-00-121-120-0-334	
Subtotal \$ 7,042.33 d	
Sales Tax (0.0%)	
Total: d \$ 7,042.33	



INVOICE RECEIVED BY:
Marcia Jackson ON 4/20/09
GOODS/SERVICES RECEIVED BY:
Marcia Jackson ON 4/20/09

AI-15369

8.C.

Approval 1Yr. Extension with Emmalou Keyes, R.N. for Licensed Nurse Practitioner

CC CONSENT

Date: 05/12/2009
Submitted By: Rocio Villarreal, PURCHASING DEPT.
Submitted For: Rocio Villarreal
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department

Information

CAPTION

Requesting authority to exercise the additional one year extension as provided under contract for "Professional Licensed Nurse Practitioner" for Hidalgo County Health and Human Services, under the same rates, terms and conditions with Emmalou Keyes, R.N. E-08-234-05-13 Effective: 05/24/09-05/23/10

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 1100-441-00-340-003-0-331
FUNDS AVAILABLE Y/N?: y MATCHING FUNDS Y/N?: n
BUDGETARY IMPACT:
Funding available as of 5-8-09.

Attachments

Link: [Extension Letter](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	05/07/2009 02:57 PM	APRV
2	Budget & Management	Veronica Lopez	05/07/2009 03:12 PM	APRV
3	Manuel Chapa	Manuel Chapa	05/08/2009 02:10 PM	APRV
4	Auditor's Office	Becky Morales	05/08/2009 03:59 PM	APRV

Form Started By: Rocio Villarreal

Started On: 05/06/2009 05:04 PM

Final Approval Date: 05/08/2009



PURCHASING DEPARTMENT
County Of Hidalgo

May 6, 2009

Emmalou Keyes, RN
14703 N. Trosper
Mission, Texas 78573

Re: E-08-234-05-13-Licensed Nurse Practitioner-Health and Human Services

Dear Ms. Keyes:

Commissioners' Court will take applicable action (Tuesday, May 12, 2009) in connection with the Hidalgo County's option to extend/renew for an additional one (1) year period as provided in the current agreement (under the same rates, terms and conditions). Effective date of renew/extension is of May 24, 2009. Please acknowledge receipt of this notice of extension by signing below and returning to the Purchasing Department by no later than, Friday, May 8, 2009, 5:00 p.m., via facsimile to (956) 956-318-2629.

By: _____

Date: _____

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 292-7000 ext. 4868. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,

Rocio Villarreal
Hidalgo County Contracts Manager

**Extension-MOU-HCSO & HCHHD-Prenatal Health Care Services of Inmates
CC CONSENT**

Date: 05/12/2009
Submitted By: Letty Saenz, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department

Information

CAPTION

Presentation for discussion, consideration, acceptance, and approval to exercise the one (1) year extension (on an annual basis) as stated in the current "Memorandum of Understanding" (MOU)-E-08-245-05-19 for "Prenatal Health Care Services of Inmates" between the Hidalgo County Sheriff's Office and Hidalgo County Health Department.

BACKGROUND

Extension approval by HCHHD & HCSO
Contract (MOU)

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-423-21-280-002-0-331
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N
BUDGETARY IMPACT:
Available balance as of 5/08/09 is \$117,613.65.

Attachments

Link: [Approval by HCSO](#)
Link: [Approval by HCHHD](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	05/07/2009 02:10 PM	APRV
2	Budget & Management	Veronica Lopez	05/07/2009 02:17 PM	APRV
3	Manuel Chapa	Manuel Chapa	05/08/2009 10:55 AM	APRV
4	Perla Lopez	Perla Lopez	05/08/2009 11:14 AM	APRV
5	Auditor's Office	Becky Morales	05/08/2009 02:11 PM	APRV

Form Started By: Letty Saenz
Started On: 05/06/2009 04:55 PM

Final Approval Date: 05/08/2009



PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM

TO: Honorable Guadalupe "Lupe" Trevino, Sheriff
Aracelis Martinez, Chief Deputy
Hidalgo County Sheriff's Office

FROM: Leticia Saenz, CPPB, Contracts Manager
Hidalgo County Purchasing Department

DATE: May 5, 2009

RE: **NOTICE OF INTENT TO EXTEND CONTRACT**
Contract No. E-08-245-05-19/MOU-Prenatal Health Care Services of Inmates

Via email amartinez@hidalgoco.org
Via fax (956) 393-6179

Chief Martinez, please be advised that I will be placing the following contract for approval of extension on the next Commissioner's Court meeting of Tuesday, May 12, 2009 for:

Contract Nos.	Awarded Vendors	Title of Project	Extension Options Commencement/Expiration
E-08-245-05-19	MOU-Between Hidalgo County Health Department And Hidalgo County Sheriff's Office	Prenatal Health Care Services for Inmates	Exercising the add'l one (1) year term to extend (as stated in the current MOU to renew on an annual basis)

Therefore, we hereby request that your department respond if you wish to continue to extend/renew these services.

Provided under the current Interlocal Cooperation Contract, Hidalgo County Commissioners' Court has the option to exercise the additional one (1) year term of the five (5) year terms as specified under the same rates, terms, and conditions for the above mentioned contract.

Please acknowledge receipt and approval to exercise this "option" for the contract specified by signing below & returning to the Purchasing Department via facsimile to (956) 318-2629 or via e-mail to letsaenz@yahoo.com by no later than 3:00 p.m. on Wednesday, May 6, 2009 in order to proceed with the placement of approval on the next Commissioner's Court Agenda.

YES I do wish to obtain the additional year period extension.
NO I do not wish to obtain the extension/renewal.

If answer is no, please explain: _____

Hidalgo County Sheriff's Office
Authorized Signature: _____

Date: 5-6-09

Thank you for your prompt attention and cooperation to this important matter. Should you require further assistance, please do not hesitate to contact me at (956) 292-7000 x-4861.

xc File

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629



HIDALGO COUNTY SHERIFF'S OFFICE

SHERIFF GUADALUPE "LUPE" TREVIÑO

FAX COVER SHEET
INFORMATION TRANSMITTED IS FROM
THE ADMINISTRATION DIVISION

TO FAX #: 318-2629
SENT TO: Leticia Saenz
FROM: Orma Salazar
DATE: 5/6/09

NUMBER OF PAGES INCLUDING COVER SHEET: 2

MESSAGE: _____

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



PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM

0.4:25 PM

TO: Mr. Euardo Olivarez, Director
Hidalgo County Health Department
Via email eddie.olivarez@hchd.org

FROM: Leticia Saenz, CFPB, Contracts Manager
Hidalgo County Purchasing Department

DATE: May 5, 2009

RE: **NOTICE OF INTENT TO EXTEND CONTRACT**
Contract No. E-08-245-05-19-MOU-Prenatal Health Care Services of Inmates

Chief Martinez, please be advised that I will be placing the following contract for approval of extension on the next Commissioner's Court meeting of Tuesday, May 12, 2009 for:

Contract Nos.	Awarded Vendors	Title of Project	Extension Options Commencement/Expiration
E-08-245-05-19	MOU-Between Hidalgo County Health Department And Hidalgo County Sheriff's Office	Prenatal Health Care Services for Inmates	Exercising the add'l one (1) year term to extend (as stated in the current MOU to renew on an annual basis)

Therefore, we hereby request that your department respond if you wish to continue to extend/renew these services.

Provided under the current Interlocal Cooperation Contract, Hidalgo County Commissioners' Court has the option to exercise the additional one (1) year term of the five (5) year terms as specified under the same rates, terms, and conditions for the above mentioned contract.

Please acknowledge receipt and approval to exercise this "option" for the contract specified by signing below & returning to the Purchasing Department via facsimile to (956) 318-2629 or via e-mail to lettysaenz@yahoo.com by no later than 3:00 p.m. on Wednesday, May 6, 2009 in order to proceed with the placement of approval on the next Commissioner's Court Agenda.

YES I do wish to obtain the additional year period extension.
NO I do not wish to obtain the extension/renewal.

If answer is no, please explain:

Authorized Signature: _____
Hidalgo County Health Department

Date: _____

5/6/09

Thank you for your prompt attention and cooperation to this important matter. Should you require further assistance, please do not hesitate to contact me at (956) 292-7000 x-4861.

xc: File

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

AI-15361

8.E.

**Approval of the 1yr Extension with BFI Waste Services for Pct. 3
CC CONSENT**

Date: 05/12/2009
Submitted By: Rocio Villarreal, PURCHASING DEPT.
Submitted For: Rocio Villarreal
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department

Information

CAPTION

Requesting authority to exercise the additional one year extension as provided under current contract for "Waste Collection Services for Los Ebanos Pavilion" for Hidalgo County Precinct No. 3, under the same rates, terms, and conditions with BFI Waste Services of Texas LP C-08-155-06-03 Effective: 06/04/09-06/03/10

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1213-452-00-123-008-0-421
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N
BUDGETARY IMPACT:
Available balance is \$1,340.00 as of 5/07/09.

Attachments

Link: [Extension Letter](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	05/07/2009 02:10 PM	APRV
2	Budget & Management	Veronica Lopez	05/07/2009 02:16 PM	APRV
3	Perla Lopez	Perla Lopez	05/07/2009 03:37 PM	APRV
4	Auditor's Office	Becky Morales	05/08/2009 01:20 PM	APRV

Form Started By: Rocio Villarreal

Started On: 05/06/2009 04:27 PM

Final Approval Date: 05/08/2009



PURCHASING DEPARTMENT
County Of Hidalgo

May 6, 2009

Mr. Jon Deicla, General Manager
BFI Waste Services of Texas LP
9402 W. Expressway 83
Harlingen, Texas 78552

(956) 426-2045

Re: C-08-155-06-03- Waste Collection Services for Los Ebanos Pavilion

Dear Mr. Deicla:

Commissioners' Court will take applicable action (Tuesday, May 12, 2009) in connection with the Hidalgo County's option to extend/renew for an additional one (1) year period as provided in the current agreement (under the same rates, terms and conditions). Effective date of renew/extension is of June 4, 2009. Please acknowledge receipt of this notice of extension by signing below and returning to the Purchasing Department by no later than, Friday, May 8, 2009, 5:00 p.m., via facsimile to (956) 956-318-2629.

By: _____

Date: _____

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 292-7000 ext. 4868. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,

Rocio Villarreal
Hidalgo County Contracts Manager

AI-15358

8.F.

**Requesting Approval of Payment Application No. 3
CC CONSENT**

Date: 05/12/2009
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. 3 in the amount of \$119,253.02 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-project #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 as of 5/07/09 \$1,029,890.05.

Attachments

Link: [Payment Application No. 3](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	05/07/2009 02:09 PM	APRV
2	Budget & Management	Veronica Lopez	05/07/2009 02:15 PM	APRV
3	Perla Lopez	Perla Lopez	05/07/2009 03:16 PM	APRV
4	Auditor's Office		05/08/2009 05:13 PM	NEW
Form Started By: Rocio Villarreal			Started On: 05/06/2009 04:19 PM	
Final Approval Date: 05/08/2009				

2812 S. Business 83
Edinburg, TX 78539

FROM CONTRACTOR:
G.A.S. Enterprises, Inc.
P.O. Box 309
Elsa, TX 78543

VIA ARCHITECT: AGADC
1333 E. Jasmine
McAllen, TX 78501

PERIOD TO: 4/22/09
PROJECT NOS:
CONTRACT DATE: 1/28/09

Distribution to:
 OWNER
 ARCHITECT
 CONTRACTOR

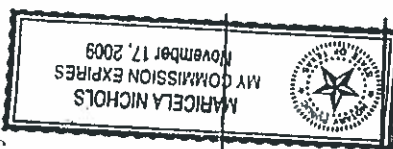
148180
617510

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.

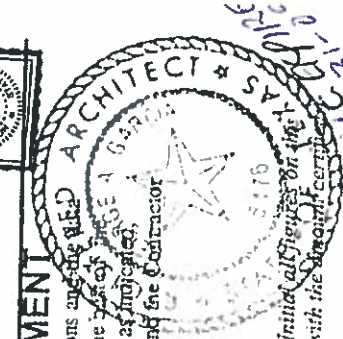
1. ORIGINAL CONTRACT SUM \$ 1,154,824.00
2. Net change by Change Orders \$ -0-
3. CONTRACT SUM TO DATE (Line 1 + 2) \$ 1,154,824.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 250,463.44
5. RETAINAGE:
 - a. % of Completed Work (Column D + E on G703) \$ 12,523.17
 - b. % of Stored Material (Column F on G703) \$
 - Total Retainage (Lines 5a + 5b or Total in Column I of G703) \$ 12,523.17
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total) \$ 12,523.17
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$ 237,940.27
8. CURRENT PAYMENT DUE \$ 118,687.25
9. PAYMENT TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) \$ 119,253.02

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



By: *[Signature]* Date: 4/22/09
 State of: Texas County of: Hidalgo
 Subscribed and sworn to before me this 22nd day of April, 2009
 Notary Public: *[Signature]*
 My Commission expires: 11/17/09

CONTRACTOR: G.A.S. Enterprises, Inc.
 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.



AMOUNT CERTIFIED \$ 119,253.02
 (Each explanation if amount certified differs from the amount applied. Initial all figures on the Application and on the Continuation Sheet that are changed to conform with the amount certified ARCHITECT.)
 By: *[Signature]* Date: 5-4-09
 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.

CONTINUATION SHEET

AIA DOCUMENT G703

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: Three (3)
 APPLICATION DATE: 4/22/09
 PERIOD TO: 4/22/09

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	\$4,916.95	\$627.29	\$0	\$5,544.24	35%	\$10,270.76	\$277.21
3	Site Prep/Grading	\$19,536	\$18,030	\$0	\$0	\$18,030	92%	\$1,506	\$901.50
4	Site Utilities	\$47,762	\$44,896	\$0	\$0	\$44,896	94%	\$2,866	\$2,244.80
5	Paving/Striping/Signage	\$58,183	\$20,836	\$7,828	\$0	\$28,664	49%	\$29,519	\$1,433.20
6	Concrete Work	\$155,375	\$0	\$94,497	\$0	\$94,497	61%	\$60,878	\$4,724.85
7	Termite Treatment	\$1,125	\$0	\$1,125	\$0	\$1,125	100%	\$0	\$56.25
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	\$6,207	\$0	\$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	\$19,514	\$0	\$19,514	32%	\$41,467	\$975.70
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	\$1,938.20	\$0	\$1,938.20	5%	\$36,061.80	\$96.91
GRAND TOTALS		\$1,154,824	\$124,933.95	\$125,529.49	\$0	\$250,463.44	22%	\$904,360.56	\$12,523.17

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

Fuel Credit Cards

CC CONSENT

Date: 05/12/2009
 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. Planning

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;

n/a

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. #: 9-1100-419-10-210-001-0-626
 FUNDS AVAILABLE Y/N?: Yes MATCHING FUNDS Y/N?:
 BUDGETARY IMPACT:
 Available balance as of 05-07-09 \$1,495.00

Attachments

Link: [planning 05.12.09](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	05/07/2009 02:02 PM	APRV
2	Budget & Management	Veronica Lopez	05/07/2009 02:14 PM	APRV
3	Veronica Lopez	Veronica Lopez	05/07/2009 03:59 PM	APRV

4 Auditor's Office Becky Morales 05/08/2009 03:57 PM APRV

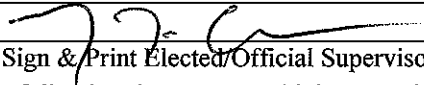
Form Started By: Ovidio Gonzalez Started On: 05/06/2009 04:18 PM

Final Approval Date: 05/08/2009

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:	PLANNING DEPT.		
Billing Address:	1304 S. 25 TH St., Edinburg, Texas, 78542		
Fuel Card Manager:	Irma Celia Castillo		
	This person can not have use of the fuel card		
Phone Number:	(956)318-2840	County Email:	irma.castillo@hchd.org
Web user Name:	icastillo	Password:	iram114
Hidalgo Co Acct Number:	9-1100-419-10-210-001-0-		
Requested By:	T. J. Arredondo		
	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

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
Ricardo C. Garza II	10/03/1976	173584		

Vending Machine Services

CC CONSENT

Date: 05/12/2009
 Submitted By: Sandra Montalvo, PURCHASING DEPT.
 Submitted For: Marty Salazar
 Department: PURCHASING DEPT.
 Agenda Category: Purchasing Department

Information

CAPTION

Hidalgo County:
 Requesting approval of procurement packet (reviewed by legal counsel) i.e. specifications/requirements, legal notice & draft contract etc. as attached hereto for: "Hidalgo County-Vending Machine Services" Bid No. 2009-015-SMA

BACKGROUND

- 1.) Authority to advertise was previously approved thru Commissioner's Court on April 28, 2009.
- 2.) Proposed Schedule of Events:
 1st advertisement: May 16, 2009
 2nd advertisement: May 23, 2009
 Bid Opening Date June 3, 2009

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-360-00-000-000-0-000
 FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Hidalgo County will generate revenue from various vending machines thru a pro-rated formula of electricity usage. Reimbursement is on a monthly basis.

Attachments

- Link: [specifications, legal notice](#)
- Link: [Vending Machines Draft Contract](#)

Form Routing/Status

Route	Seq	Inbox	Approved By	Date	Status
1		Purchasing Department	Marty Salazar	05/07/2009 01:56 PM	APRV
2		Budget & Management	Veronica Lopez	05/07/2009 02:09 PM	APRV
3		Ivan Cantu	Ivan Cantu	05/07/2009 04:29 PM	APRV
4		Auditor's Office	Angela Garcia	05/08/2009 10:09 AM	APRV
5		Ivan Cantu	Ivan Cantu	05/08/2009 02:25 PM	APRV
6		Linda Fong		05/08/2009 05:13 PM	NEW

Form Started By: Sandra Montalvo

Started On: 05/06/2009 03:03
PM

Final Approval Date: 05/08/2009

REQUEST FOR BIDS

HIDALGO COUNTY “Vending Machine Services”

BID OPENING DATE:

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: 2009-015-00-00-SMA

1. Sealed bids will be received for **“HIDALGO COUNTY-VENDING MACHINE SERVICES”** 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 believe would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.
2. **One (1) original and Three (3) copies** of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **BID-2009-015-00-00-SMA-HIDALGO COUNTY-VENDING MACHINE SERVICES** and in County's Purchasing Department with a physical address: 2802 S. Business 281 and a mailing address: 2812 S. Business Hwy., 281, New Administration Building, Edinburg, Texas, **ON OR BEFORE 9:30 A.M., WEDNESDAY, MAY , 2009.**

NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY BID RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE IN REFERENCE TO RFB No. 2009-015-00-00-SMA-HIDALGO COUNTY-“VENDING MACHINE SERVICES”

Hidalgo County reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to Hidalgo County

3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so.”
4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.
5. For work to be performed at a County owned or operated location, each bidder shall, in

its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.
7. No bid may be withdrawn within ninety (90) days from the scheduled time to open bids.
8. 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.
9. County reserves the right to accept or reject any or all bids.
10. Any shipping costs are to be F.O.B., destination. (vendor pays all shipping cost and remains responsible until County takes possession)
11. 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.
12. 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.
13. 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.

14. 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

15. PREPARATION OF INVOICE/PAYMENT INSTRUCTION (if applicable):

- Remittal of payment:
 - 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-VENDING MACHINE SERVICES**"
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 Energy Cost Reimbursement/Monitoring questions:

Raul Silguero, Budget Officer
Hidalgo County Department of Budget and Management
2818 S. Business Hwy 281
Edinburg, Tx 78539
(956) 292-7025

16. SCHEDULE OF EVENTS:

Bid Opening, 9:30 AM	_____ , 2009
Award of Contract	_____ , 2009
Commence Work or Deliver Products	_____ , 2009

**17. BID OR PERFORMANCE BOND AND DEBARMENT CERTIFICATION;
PAYMENT UNDER CONTRACT:**

- If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding \$100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.
- Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds \$50,000.
- If the contract is for \$50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase

obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

- If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars (\$25,000.00), as required by Tex. Govt. Code Ch. 2253.

For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. **Ethical Standards:**

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.
- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.
- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. **Disclosure of Conflict of Interest:**

- Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County (“the County”) to disclose in the Conflict of Interest Questionnaire (the “CIQ”) attached as Exhibit D, the vendor, person, consultant or contractor’s affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk’s Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or

service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse

COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.
22. Bids, and all goods and services provided there under, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.
23. Minimum Standards for Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:
 - . Possess or is able to obtain adequate financial resources as required to perform under the bid;
 - . Be able to comply with the required or proposed delivery schedule;
 - . Have a satisfactory record of performance;
 - . Have a satisfactory record of integrity and ethics;
 - . Be otherwise qualified and eligible to receive an award.
24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.
24. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.
25. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

- A. Meet schedules;
- B. Pay any required fees or taxes; or
- C. Otherwise perform in accordance with the specifications.

26. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.
27. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.
28. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.
29. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Bid
for
HIDALGO COUNTY
“Vending Machine Services”
BID NO.: 2009-015-00-00-SMA

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical address: 2802 S. Business Hwy. 281-New Administration Building
Mailing address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder:

Address:

By:

Printed Name:

Title:

SPECIFICATIONS/TERMS AND CONDITIONS

1. SCOPE:

Hidalgo County is requesting bids from qualified vendors to furnish and service "Vending Machine Concession Services" in accordance with the requirements specified herein and including all provisions set forth in the accompanying documentation.

2. INCURRED EXPENSES:

All costs and expenses associated with the preparation and submission of bids, proposals and or/quotes shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.

3. DESCRIPTION:

The awarded vendor will provide all services necessary for soft drinks and snacks/food dispenser(s) in accordance with all local, state, and federal laws, and regulations. These services shall include all necessary personnel, labor, transportation, packaging, equipment, insurance and all other items normally required of a business to operate a vending machine concession. The Vendor shall, without additional expense to the County, be responsible for obtaining any necessary licenses and permits. The vending machines furnished pursuant to this contract, and any replacements thereof shall remain the property of the Vendor with no sale or lease intended. The vendor shall, at its sole cost and expense, service all equipment with merchandise and maintain equipment clean, sanitary, and good mechanical condition. The County will not be responsible for loss of or damage to Vendor's vending machines, equipment, or their contents, except where such loss or damage is caused by the negligence or willful conduct of the County or agents or employees of the County. **Vendor agrees to furnish additional machines at prices agreed to in this bid.**

4. DAMAGE DEPOSIT:

Within ten (10) days after notification of award and prior to installation of any machines on Hidalgo County premises, the successful bidder shall deposit with Hidalgo County the sum of Five thousand (\$5,000.00) dollars in cash, cashier's check or surety bond made out to Hidalgo County, out of which sum Hidalgo County may, either during or at the end of the term of this contract, replace or repair to the satisfaction of Hidalgo County any equipment and/or building damaged by the vendors equipment, employee's, agents or subcontractors and pay any fees or charges that may be in arrears AND DUE TO COUNTY. Bond shall be issued by a surety company authorized to do business in the State of Texas. Successful bidder will, upon demand, replace and repay into such deposit any amount paid there from during the term of this contract by Hidalgo County for such purposes and shall maintain the total amount intact at all times. Failure of successful bidder to maintain the security deposit will be a breach of this contract. Such deposit, or unused portion thereof, will be returned to successful bidder after this contract expires or is terminated and proper replacement/repair costs and fees have been deducted.

5. EQUIPMENT INFORMATION:

- a) All machines will be in first class operational condition. Hidalgo County will inspect and approve all equipment prior to installation.
- b) Vendor shall provide a list of equipment including the type, model, and year of manufacture for each machine proposed for this contract. Machines will be new, current production models or updated, refurbished models. All machines will contain dollar bill reader/changers.
- c) Vendor shall provide a complete list of proposed products to be sold. This list will include brand name, portion size, and proposed selling price as stated on the Bid Page. The current product categories and prices are included on the Bid Page.
- d) Hidalgo County reserves the right to approve all vending machines before installation and require replacement or removal of machines, which for any reason are not considered acceptable

6. COMMISSIONS:

Hidalgo County **WILL NOT** be paid a commission for the placement of vending machines on County premises, and will award this contract solely based on product charges. However, Hidalgo County will require the awarded vendor to reimburse the County for energy expenditures as detailed in the specifications contained herein. (Refer to paragraph 16-

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Energy Cost Reimbursement)

7. SANITATION:

Vendor shall be responsible for keeping all vending machines clean, orderly, attractive, and in sanitary condition and in compliance with all applicable state, federal, and local health and sanitation requirements.

8. SERVICE:

- a) Vendor agrees to adequately service and stock machines on a timely basis or on an as needed basis during County business hours (8:00 a.m-5:00 p.m.) and to assure that all merchandise in the machines is fresh. ITEMS MUST NOT EXCEED EXPIRATION DATE.
- b) Vendor shall respond to calls for service or re-stocking of machines within 48 hours.
- c) Service calls shall include, but not be limited to, malfunction, low stock, expired stock, or item change needs.
- d) In the event repairs cannot be completed with the initial response, every effort by the vendor shall be made to provide limited repair or replacement of machine to allow for effective functioning of the system until complete restoration can be made.
- e) Bidder shall state approximate time of day for servicing of machines in the space provided. Successful bidder shall check in with designated contact at each location each time machine is serviced. Designated contacts will be supplied to awardees.

9. REFUNDS:

Vendor shall refund to Hidalgo County money lost by customers through equipment malfunctions including, but not limited to, non-delivery of merchandise, spoiled products or incorrect change. The means by which the reimbursements are to be made shall be mutually agreed upon between Vendor and Hidalgo County.

10. SELLING PRICES:

All snack items, chips, pastries, candies, and drinks sold through vending machines shall be sold at the prices submitted with the Exhibit "B" (Bid Page) by the Vendor.

11. SITE INSPECTION:

Vendors are expected to visit the Hidalgo county locations for an on-site inspection of the present vending operations and determine all the requirements associated with this project.

12. INSTALLATION and REMOVAL:

- a) Machines will be installed at locations listed herein; however, title ownership of each machine shall be retained by the Vendor, who shall be responsible for the equipment at all times and in all respects. Hidalgo County will not own, rent, nor lease the machines in conjunction with this contract.
- b) Vendor shall bear all costs to deliver, install, stock, maintain, repair and remove all vending machines placed under this contract, including replacement machines. Vendor shall be responsible for all damage to County property resulting from the Vendors operation, which shall be promptly repaired by the Vendor at the Vendor's sole expense.
- c) Vendor will be required to coordinate the installation of equipment with the removal of equipment by the current Vendor in order to assure a minimum period of time without service and that all equipment is in place.
- d) Current awarded vendor will remove all vending machines within ten (10) days after termination of date of contract.

13. USE OF HIDALGO COUNTY PREMISES:

Successful bidder shall make no other use of the designated premises other than the purposes stated in this RFB. Successful bidder agrees generally to operate first class vending service areas. Without limiting the general requirements of this RFB, vendor expressly agrees as follows:

- a) To abide by all Federal or State regulations as to policy, limitations on food stuffs, drinks, etc., sold in vending

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service machines;

- b) Not to permit in the designated premises any disorderly conduct or practice in violation of any ordinances of the County or Cities in Hidalgo County or of any State or Federal law, or of a sort likely to bring discredit upon Hidalgo County.

14. MAINTENANCE:

Vendor shall maintain all vending machines in good working order when installed and thereafter to completion of the contract. The County shall have no liability to Vendor for maintenance of the equipment or any damage to vending machines by a third party and Vendor shall not make any claim against, or seek recovery from, the County for any loss or damage to the vending machines.

15. POSSESSION OF DESIGNATED PREMISES:

Successful bidder shall not take possession of designated premises, nor cause installation of vending service machines, until all requirements of this bid are fulfilled. Failure to provide all pre-possession requirements shall continue default of the contract and Hidalgo County may annul the award and award the contract to the next low bidder as it deems to be in the best interest of the County.

16. UTILITIES AND OTHER CONSIDERATIONS:

Hidalgo County will provide water service, electricity service (as reimbursable), lighting, heating and air conditioning of designated premises, but without liability on Hidalgo County's part arising from temporary interruption thereof on due to breakdown, power failure or like causes. Successful bidder agrees that in the use of such utilities, no service herein enumerated shall include janitorial services.

17. DESIGNATION OF BILLING:

ENERGY COST REIMBURSEMENT WILL BE MONITORED ON A MONTHLY BASIS BY MR. RAUL SILGUERO FROM HIDALGO COUNTY DEPARTMENT OF BUDGET AND MANAGEMENT.

Energy cost reimbursement payment will be made payable to: Hidalgo County

EXAMPLE OF FORMULA ON ELECTRICITY AMOUNT PER MONTH*

Total amt of Refrigerated Machines	47	Total amt. of Snack Machines	29
kwh p/day (consumption)per machine	8	kwh p/day (consumption)per machine	1.2
Current Cost p/kWh	0.13	Current Cost p/kWh	0.13
Monthly cost	\$ 1,466.40	Monthly cost	\$135.72
Cost per day per machine	\$1.04	Cost per day per machine	\$0.16

***The example of energy consumption is provided only as a guide to the bidders and does not guarantee the actual cost of electricity to County which may fluctuate from time to time.**

18. ENERGY COST REIMBURSEMENT AND MONITORING:

Awarded vendor will be responsible to reimburse Hidalgo County for monthly electricity cost for each vending machine installed which will be calculated based on the consumption of the electricity used for a base model vending machine.

19. ADDITIONAL PROVISIONS:

Except for utilities(describe in paragraph 15) successful bidder shall be responsible for all bills for materials, supplies, equipment, taxes, etc., to, or at such designated premises, or of any person employed, or claiming to have been employed, by the successful bidder.

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- a) Prices shall be plainly posted on each vending machine. The County shall be the sole judge for sign quality and size of letter and propriety of any price signs posted. All merchandise kept for sale shall be subject to inspection and approval or rejection by the County during all times that vending service is in operation. Rejected merchandise shall be immediately removed from vending machines and shall not be returned for sale.
- b) Successful bidder accepts full responsibility for the installation and efficient operation of all equipment used.
- c) Successful bidder shall not employ any person or persons in any Hidalgo County facility that shall use improper language or act in a loud, boisterous manner, and shall, upon request of the County, immediately remove any employee deemed unsuitable.
- d) Successful bidder shall provide an adequate number of personnel to properly service and stock vending machines.
- e) Successful bidder's employees shall at all times be polite and courteous in their dealing with patrons of Hidalgo County.
- f) Successful bidder shall provide a means for Hidalgo County patrons to receive refunds for faulty machines and any products that are not up to standard

20. BID AWARD:

Award of contract shall be made to most responsible, responsive bidder, whose offer is determined to be the best value, taking into consideration the relative importance of price. Hidalgo County reserves the right to be the sole judge as to whether items bid will serve the purpose intended. Hidalgo County reserves the right to accept or reject in part or in whole any bid submitted, and to waive any technicalities or informalities for the best interest of the County. Hidalgo County reserves the right to award based upon individual line items, sections or total bid.

21. SALE, ASSIGNMENT, OR TRANSFER OF CONTRACT:

The successful vendor shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of HIDALGO COUNTY.

22. CONTRACT TERM:

- a) Contract initial term is for a period of two (2) years, with the County's option to renew or extend for an additional two (2) one (1) year terms under the same rates, terms and conditions.
- b) County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for next contract term

23. LOCATION OF VENDING MACHINES:

- a) The following locations and/or machine requirements listed below are to be considered minimum. The County reserves the right to request additional vending machines or reduce the number of machines as necessary and Vendor agrees to comply with such requests. Vendor agrees to furnish additional vending machines at prices agreed to in this bid.

DEPARTMENT/ CONTACT PERSON	SNACK MACHINES	DRINK MACHINES
Hidalgo County Sheriff's Office- Academy 715 El Cibolo Rd Edinburg, Tx Contact: Juan Tapia 956-383-8114	1	1
Hidalgo County Detention Center 701 El Cibolo Rd Edinburg, Tx Contact: Capt. Rene Gonzalez 956-381-7800	2	4
Hidalgo County Law Enforcement	2	2

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DEPARTMENT/ CONTACT PERSON	SNACK MACHINES	DRINK MACHINES
711 El Cibolo Rd Edinburg, Tx Contact: Anecleto Martinez 956-383-8114		
Hidalgo County Sheriff's Office (Motor Pool) 713 El Cibolo Rd Edinburg, Tx 78539 Contact: A. Martinez 956-383-8114	none	1
Hidalgo County Juvenile Justice Center & 449 th District Court 1001 N. Doolittle Rd. Edinburg, Tx Contact: Elena Gaitan 956-587-6200	2	2
Hidalgo County Adult Probation 3100 S. Bus 281 Edinburg, Tx Contact: Diana Solis 956-292-7000 ext. 4413	1	2
Hidalgo County Substance Abuse Treatment Facility (SATF) 1000 N. M. Rd Edinburg, Tx Contact: Melissa Garza 956-289-7413	2	1
Hidalgo County Restitution Center 1124 N. M. Rd Edinburg, Tx Contact: Robert Lizcano 381-0733 ext.201	1	2
Hidalgo County Courthouse 100 N Closner Edinburg, Tx Contact: Irene Cantu 956-956-289-7850	1	2
Hidalgo County Annex I (Master Court #1 & Auxiliary Court A) 100 N. Closner Edinburg, Tx Contact: Irene Cantu 956-289-7850	none	1
Hidalgo County Election Department 101 S. 10 th Edinburg, Tx Contact: Terry Trujillo 956-318-2571	none	1
Hidalgo County Administration (Atrium) 100 East Cano 1 st Floor & 4 th Edinburg, Tx Contact: Irene Cantu 956-289-7850	1	1
Hidalgo County Buildings & Grounds 3100 S. Hwy 281 Edinburg, Tx Contact: Irene Cantu 956-289-7850	1	1
Hidalgo County Community Center/WIC Clinic 230 N. 86th Edinburg, Tx Contact: Gloria Beltran 956-383-3112	none	1
Hidalgo County Pct. 1-(Delta Lake) Rural Route 1 Box 2572 Monte Alto, Tx Contact: Noe Montez 956-968-8733	1	1
Hidalgo County-430 th District Court 111 S. 9 th St.	1	2

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DEPARTMENT/ CONTACT PERSON	SNACK MACHINES	DRINK MACHINES
Edinburg, Tx Contact: Maricela Salinas 956-318-2900		
Hidalgo County Drainage District 902 N. Doolittle Edinburg, Tx Contact: Sylvia Sanchez 956-318-2641	none	1
Hidalgo County Health & Human Services (Central Office) 1304 S. 25 th St Edinburg, Tx Contact: Josie Escalante 956-383-6221	1	1
Hidalgo County Health & Human Services/Tax Department (Auto License) 300 E. Hackberry Ave. McAllen, Tx Contact: Josie Escalante 956-383-6221	1	1
Hidalgo County Administration Building (f/n/a K-Mart Building) 2802 S. Bus. 281 Edinburg, Tx Contact: Martha "Marty" Salazar 956-318-2626	1	3
Hidalgo County Precinct No. 1 (Office) 1711 N. Bridge Weslaco, Tx Contact: Noe Montez/Joseph Palacios 956-968-8733	2	2
Hidalgo County Precinct No. 1 (Sunrise Park) Mile 11 & 2 ½ Weslaco, Tx Contact: Noe Montez/Joseph Palacios 956-968-8733	1	1
Hidalgo County Precinct No. 2 301 E. State Pharr, Tx Contact: Yoli Cisneros 956-787-1891	1	1
Hidalgo County Precinct No. 2 329 East State Pharr, Tx Contact: Yoli Cisneros 956-787-1891	1	1
Hidalgo County Precinct No. 3 (Motor Pool-Mechanic Shop) 7 Mile Line between Iowa and Texan Rd Mission, Tx Contact: Norma Ceballos 956-585-4509	1	1
Hidalgo County Precinct No. 4 (Office) 1102 N. Doolittle Edinburg, Tx Contact: Gloria Beltran 956-383-3112	1	none
Hidalgo County Precinct No. 4 1051 N. Doolittle Edinburg, Tx Contact: Gloria Beltran 956-383-3112	1	1
Hidalgo County Restitution Center 1124 N. M Rd Edinburg, Tx 956-381-0733 Contact: Robert Lizcano	1	2
Hidalgo County WIC Administration Office 3105 W. University Drive	none	1

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DEPARTMENT/CONTACT PERSON	SNACK MACHINES	DRINK MACHINES
Edinburg, Tx Contact: Mague Gonzalez 956-381-4646		
Hidalgo County WIC & Health Clinics 3105 E. Richardson Edinburg, Tx Contact: Mague Gonzalez 956-381-4646	none	1
Hidalgo County WIC Clinic 113 Dawson Edinburg, Tx Contact: Mague Gonzalez 956-381-4646	none	1
Hidalgo County WIC & Health Clinics 702 E. Tejano Hidalgo, Tx Contact: Mague Gonzalez 956-381-4646	1	1
Hidalgo County WIC Clinic 300 E. Hackberry Ave. McAllen, Tx Contact: Mague Gonzalez 956-381-4646	none	1
Hidalgo County WIC Clinic W. Old Hwy 83 & Breyfogle Mission, Tx Contact: Mague Gonzalez 956-381-4646	none	1
Hidalgo County WIC & Health Clinics 1903 Fir Pharr, Tx Contact: Mague Gonzalez 956-381-4646	none	1
GRAND TOTAL	29	47

- b) Upon completion of installations, VENDOR SHALL PROVIDE A MASTER LIST of all their equipment including: model, type (drink or snack), capacity, required energy usage (kWh/day) for each unit, and all locations of said equipment, to the County and certify that each unit is in proper working order in accordance with original equipment manufacturers specifications including any/all electrical and/or plumbing connections, drainage, stability, etc. as is appropriate to the unit.

24. CONTRACT LIENS PROHIBITED:

Successful bidder shall not permit any mechanics, materialmen or contractor's lien to attach to the Hidalgo County premises or to the improvements there upon. No person placing trade fixtures upon County premises shall have any right to remove the same except under such circumstances, as, by the provisions of this contract would entitle the successful bidder to do so.

25. SIGNS/ADVERTISEMENT:

Other than signs on bidder's own machines, successful bidder shall neither place, nor cause to be placed, any sign projection, advertisement or device of any kind at or upon the premises, or upon the sidewalks or streets adjacent thereto, or upon the roof or any of the outside walls of buildings containing Hidalgo County designated premises.

26. REQUESTED INFORMATION:

Successful bidder shall furnish to Hidalgo County, upon request from Hidalgo County, copies of any and/or all invoices containing wholesale costs for any and/or all items purchased. All items sold in County vending machines.

27. OTHER TERMS & CONDITION AND REQUIREMENTS:

- a) Hidalgo County reserves the right to seek state contracts from its memberships with their existing or new cooperatives whenever it is in the County's best interest to do so.

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- b) The Insurance Requirements for the selected vendor are:
 - 1) General Liability
 - 2.) Automotive insurance
 - 3.) Workers Compensation (Refer to **Exhibit "C" for limits**).
- c) Hidalgo County reserves the right to reject any/all bids, to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to the County.

- d) Prices must be firm for the entire contract term and each consecutive contract period.

- e) Any contract awarded to a successful bidder will be in effect until;
 - 1.) The contract expires
 - 2.) Delivery acceptance of products and/or performance of services ordered, or
 - 3.) Terminated by County with thirty (30) day's written notice prior to cancellation.

28. ADDITIONAL INFORMATION TO TERMS AND CONDITIONS:

Hidalgo County is requesting that any and all questions, inquires and clarifications regarding quotes, bids, proposals or statements of qualifications be addressed to Martha L. Salazar, CPPB, Purchasing Agent, 2812 South Business Hwy. 281, Edinburg, Tx 78539. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

29. ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, Wednesday, MONTH, 2009 by 5:00 p.m. Responses to said inquiries will be sent to all applicants via facsimile by no later than Friday, MONTH, 2009 by 5:00 p.m.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and any extension thereof, the services in accordance with the (RFB) procurement packet (the "Services"). Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services. Further Hidalgo County reserves the right to request these Services from other sources other than the Company and shall not be in violation of any terms or conditions of said contract.

3. **Term.** This Contract shall be for a period of two (2) years, commencing upon approval of Commissioner's Court and expiring on _____, 2010 and may be extended at the sole discretion of the County for an additional two (2) one (1) year terms under the same rates, terms and conditions. County also reserves the right to continue this Contract for an additional sixty (60) day grace period at the end of the Contract term for unforeseen delay of a new Contract award on any extension thereof and under the same terms and conditions as set forth herein.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and

regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

6. As consideration for rendering the Services provided for in this Contract, the Company agrees to pay County the amounts specified in Exhibit " " attached hereto payable against written invoice submitted by County for electricity.

7. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage prior to providing the Services.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship that County has

no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County:

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

If to Company:

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

14. This Agreement may be terminated by County with or without cause upon thirty (30) days written notice.

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

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

WITNESS our hands in duplicate originals this _____ day of _____, 2009.

APPROVED AS TO FORM

By: _____
Stephen L. Crain, Attorney

COUNTY OF HIDALGO

ATTEST:

Arturo Guajardo, Jr., County Clerk

By: _____
Juan D. Sainas, III, County Judge

COMPANY:

By: _____
Printed Name: _____
Title: _____

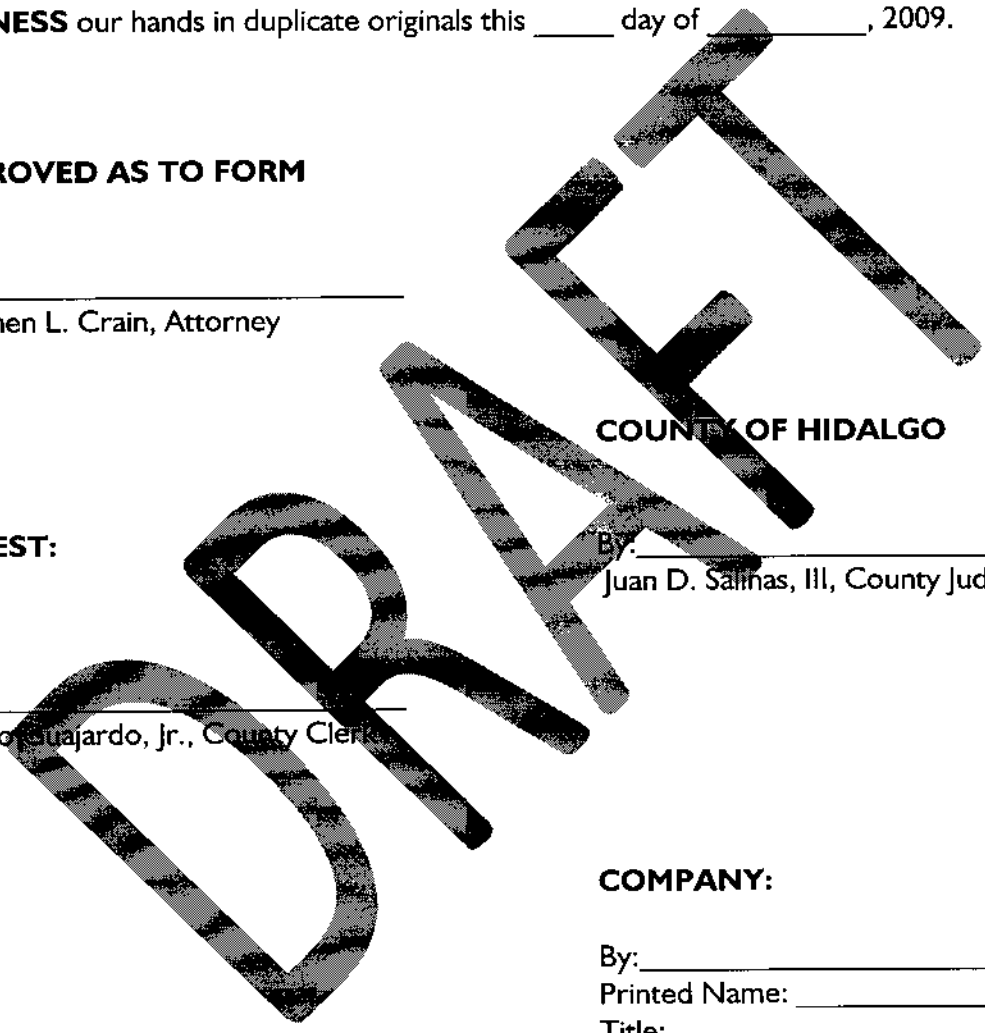


EXHIBIT "A"
REQUEST FOR BIDS (RFB)
PROCUREMENT PACKET

DRAFT

EXHIBIT "B"
VENDOR'S BID

DRAFT

EXHIBIT "C"
INSURANCE REQUIREMENTS

DRAFT

AI-15346

8.I.

Pct 4-Invoice #7090-QHA-C-08-433-11-04

CC CONSENT

Date: 05/12/2009
 Submitted By: Letty Saenz, PURCHASING DEPT.
 Submitted For: Marty Salazar
 Department: PURCHASING DEPT.
 Agenda Category: Purchasing Department

Information

CAPTION

Presentation for discussion, consideration, acceptance, and approval of request for payment for Invoice No. 7090 in the amount of \$ 3,200.00 submitted by Quintanilla, Headley & Associates, Inc. for surveying services for: "Cesar Chavez Road" in Pct. #4 (contract #C-08-433-11-04 & WA #2 w/PO #621812) after County Auditor's review and completion of processing procedures including authority for County Treasurer to issue payment.

BACKGROUND

Invoice #7090 PO#621812

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1204-431-00-124-007-0-731
 FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:
 BUDGETARY IMPACT:
 PO# 621812 available balance as of 5-8-09 \$3,200.00; funding available as of 5-8-09.

Attachments

Link: [INvoice - Memo](#)

Link: [PO](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	05/07/2009 01:51 PM	APRV
2	Budget & Management	Veronica Lopez	05/07/2009 02:07 PM	APRV
3	Manuel Chapa	Manuel Chapa	05/08/2009 03:28 PM	APRV
4	Auditor's Office		05/08/2009 05:13 PM	NEW

Form Started By: Letty Saenz Started On: 05/06/2009 02:45 PM
 Final Approval Date: 05/08/2009



County of Hidalgo Pct. 4

Commissioner Oscar L. Saez Jr.
1051 N. Doolittle Road
Edinburg, Texas 78542-0337

MEMO

DATE: MAY 05, 2009
TO: PURCHASING DEPARTMENT
C/O LETICIA "LETTY" SAENZ CPPB/CONTRACTS MANAGER
FROM: HIDALGO COUNTY PCT. #4
REF: INV. #7090: CONTRACT #08-433-11-04

HIDALGO COUNTY PRECINCT #4 IS HEREBY REQUESTING THE FOLLOWING INVOICE #7090 IN THE AMOUNT OF \$3,200.00 UNDER WORK AUTHORIZATION #2, FOR QUINTANILLA, HEADLEY & ASSOCIATES, INC., BE PLACED ON THE NEXT COMMISSIONERS' COURT FOR APPROVAL.

FUNDING FOR THIS PROJECT WILL BE FROM PURCHASE ORDER #621812, ACCOUNT # 9-1204-431-00-124-007-0-731

SHOULD YOU HAVE ANY QUESTIONS, PLEASE CONTACT OUR OFFICE, THANK YOU.

RUMALDO MUNOZ JR 
ACCOUNTS PAYABLE CLERK

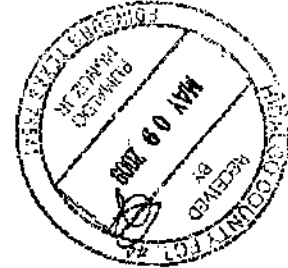
CC: COUNTY FILES
ATTACHMENTS: Inv., 7090, P.O. 621812

Quintanilla, Headley & Associates, Inc.
 124 E. Stubbs St.
 Edinburg, TX 78539

DATE	INVOICE #
5/1/2009	7090

BILL TO

Hidalgo County Precinct No. 4
 Rinaldo Muñoz, Jr.
 1051 N. Doolittle Road
 Edinburg, Texas 78542



DESCRIPTION	AMOUNT
PROJECT: PAVED/UNPAVED COUNTY ROADS SURVEYING	3,200.00
WORK AUTHORIZATION NO.2 CONTRACT #: C-08-433-11-04 PURCHASE ORDER: 621812	
DESCRIPTION: RIGHT OF WAY SURVEYING ON CESAR CHAVEZ ROAD NORTH AND SOUTH OF MILE 19 NORTH ROAD.	
TOTAL AMOUNT DUE: \$ 3,200.00	0.00

Q -1204-431-00-124-007-0-931
 Pct. # 0535
 Pur. Req. # 183422
 P.O. # 6218122

[Handwritten Signature]

INVOICE RECEIVED BY: [Signature] on 5-9-09
 GOODS/SERVICES RECEIVED BY: [Signature] on 5-4-09

C-08-433-11-04

Thank you for your business!

Total \$3,200.00

Leticia Saenz

From: Rumaldo Munoz [rumaldo.munoz@co.hidalgo.tx.us]
Sent: Friday, May 08, 2009 2:21 PM
To: leticia.saenz@co.hidalgo.tx.us
Subject: Fw: Corrected memo and inv for AI-15142
Attachments: Picture 004.jpg; Picture 003.jpg

-----Original Message-----

From: "Rumaldo Munoz" <rumaldo.munoz@co.hidalgo.tx.us>
Sent: 5/8/2009 2:15:49 PM
To: manuel.chapa@co.hidalgo.tx.us
Subject: Corrected memo and inv for AI-15142

Here are the corrected memo and inv for agenda item AI-15142

Munoz



Purchase Order COUNTY OF HIDALGO

PO#: 621812

DATE: 04/30/09

Page No 1 Of 1

VENDOR: 154024

REQ:00153422

Email:

BUYER:

Phone:

QUINTANILLA, HEADLY AND ASSOCIATES, INC
124 EAST STUBBS STREET
BDINBURG TX 78539

SHIP TO: HIDALGO CO. PCT 4
1051 N. DOOLITTLE
BDINBURG TX 78542

Vendor Acct:

CONTACT:

SITE: HIDALGO CO. PCT 4

Special Instructions:

Contract No:

PCT. REQ. #0555

TERMS AND CONDITIONS

- DO NOT ADD TO, OR ALTER THIS PURCHASE ORDER. THIS ORDER IS NOT REFUNDABLE.
- TAX EXEMPTION: THIS PURCHASE ORDER MAY BE ACCEPTED IN LIEU OF EXEMPTION CERTIFICATE.
- THIS ORDER IS ALSO PLACED F.O.B. DESTINATION. VENDOR MUST REPLY ALL SHIPPING COSTS.
- INVOICE EACH PURCHASE ORDER ONLY. ORIGINAL INVOICES ARE REQUIRED. CUSTOMER COPY MAY BE ACCEPTED. OUT NUMBER MUST APPEAR ON ALL INVOICES, BILLS OF LADING, AND PACKAGES.
- PAYMENT WILL BE MADE ONLY FOR A BONA FIDE AND FULLY COMPLETED ORDERS, UNLESS OTHERWISE ATTACHED.

QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	AMOUNT
1	BACH	<p>DO NOT DUPLICATE ORDER</p> <p>WORK AUTHORIZATION #2 FOR CONTRACT #08-433-11-04</p> <p>WORK AUTHORIZATION #2 IN THE AMOUNT OF \$3,200.00 FOR SURVEYING SERVICES FOR "PAVED / UN-PAVED COUNTY ROADS PROJECTS" (ON AN AS NEEDED BASIS) IN CONNECTION WITH CONTRACT No. C-08-433-11-04 FOR (CESAR CHAVES ROAD NORTH AND SOUTH OF MILE 19 NORTH ROAD) APPROVED COMMISSIONER'S COURT OF 4/28/2009 UNDER AGENDA ITEM AT-15142.</p> <p>****NO GARB INFORMATION AVAILABLE AS THIS IS AN UNOPENED COUNTY ROAD****</p> <p>REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233</p> <p style="text-align: right;">Total</p> <p>***** For Hidalgo County use only 9-1204-431-00-124-007-0-731</p> <p style="text-align: center;">Approved</p>	3,200.00	3,200.00
		Total		3,200.00
		9-1204-431-00-124-007-0-731	3,200.00	

FILE COPY

Authorized by:

Martha R. Salazar

AI-15345

8.J.

**Invoice #299244 TedsI Infrastructure Group 3rd Call Projects Pct. No. 1
CC CONSENT**

Date: 05/12/2009
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. 299244 in the amount of \$22,606.24 (3rd Call, several colonias) as submitted by project engineer: TEDSI Infrastructure Group. (C-CAP-08-028-10-28)

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:
P.O.#615985 funds available as of 5-7-09 for various Pct. 1 Round III colonia projects.

Attachments

Link: [tedsi invoice299244 ai 15345](#)

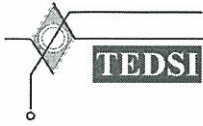
Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Yvette Islas	Yvette Islas	05/06/2009 04:07 PM	APRV
2	Purchasing Department	Marty Salazar	05/07/2009 01:45 PM	APRV
3	Budget & Management	Veronica Lopez	05/07/2009 02:06 PM	APRV
4	Ivan Cantu	Ivan Cantu	05/07/2009 02:55 PM	APRV
5	Auditor's Office	Becky Morales	05/08/2009 04:39 PM	APRV

Form Started By: Marcie Jackson

Started On: 05/06/2009 02:40 PM

Final Approval Date: 05/08/2009



INVOICE

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

Invoice Date: March 31, 2009
 TEDSI Invoice No.: 299244
 TEDSI Project No.: 2009-1027-01
 Invoice Period: March 1, 2009 thru March 31, 2009

Hidalgo County Border Colonias Access Program Round III (HC BCAP III)

Purchase Order No. 615985
 Agreement #C-CAP-08-028-10-28 *P.O.#615985*

REQ# 147098
P.O.# 615985
9-1312-431-00-121-XXX-X-334 = \$22,606.24

Contract Amount	Contract Amount Remaining
\$189,413.50	\$105,712.83

Task	Fee	% Complete		Amount	
		This Period	To Date	This Period	To Date
Preliminary Engineering (PER)	\$40,236.08	35%	75%	\$14,082.63	\$30,177.06
Design Field Survey (DFS)	\$45,000.00	0%	100%	\$0.00	\$45,000.00
Plans, Specs & Estimates (PSE)	\$85,236.07	10%	10%	\$8,523.61	\$8,523.61
Const. Mngt. (CM)	\$18,941.35	0%	0%	\$0.00	\$0.00
Subtotal	\$189,413.50			\$22,606.24	\$83,700.67

TOTAL FEE EARNED:	\$83,700.67
LESS PREVIOUSLY INVOICED:	\$61,094.43
TOTAL AMOUNT DUE THIS INVOICE:	\$22,606.24

10.1

Jose A. Sanchez, P.E.
 Project Manager

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	\$4,580.97		\$4,580.97	\$ 3,636.41	\$944.56	43.90%	\$ 5,849.04
3C1080063	Balli Estates	Cynthia Ave	\$ 42,960.23	\$18,270.13		\$18,270.13	\$ 12,898.23	\$5,371.90	42.50%	\$ 24,690.10
		E Balli								
		Minnie Ave								
		N Balli								
		W Balli								
		Sandra Ave								
		Thelma Ave								
3C1080148	Chapa North	North Road	\$ 6,866.64	\$4,092.86		\$4,092.86	\$ 2,365.00	\$1,727.86	59.60%	\$ 2,773.78
3C1080149	Chapa South	South Road	\$ 6,074.64	\$3,686.31		\$3,686.31	\$ 2,141.00	\$1,545.31	60.70%	\$ 2,388.33
3C1080185	Whalen- Engleman 2	Church Rd	\$ 9,991.52	\$3,943.19		\$3,943.19	\$ 2,998.63	\$944.56	39.50%	\$ 6,048.33
3C1080215	De Anda	Pedro St	\$ 5,147.76	\$2,316.25		\$2,316.25	\$ 1,750.00	\$566.25	45.00%	\$ 2,831.51
		David St								
3C1080319	High Point	North Lane	\$ 9,702.00	\$5,812.00		\$5,812.00	\$ 4,362.00	\$1,450.00	59.90%	\$ 3,890.00
		South Lane								
3C1080387	La Mesa	Sierra Dr	\$ 16,810.69	\$6,419.56		\$6,419.56	\$ 5,475.00	\$944.56	38.20%	\$ 10,391.13
		Montana Dr								
		Mesquite Dr								
3C1080896	McKee 1	Waller Wagers	\$ 9,837.08	\$5,491.48		\$5,491.48	\$ 3,462.00	\$2,029.48	55.80%	\$ 4,345.60
3C1080461	Mid Valley Estates	Carol St	\$ 18,801.76	\$6,950.93		\$6,950.93	\$ 5,824.00	\$1,126.93	37.00%	\$ 11,850.83
		Evelyn St								
		Lucille St								
		Alma St								
3C1080687	S Palm Garden Estates	Palm Parkway St	\$ 4,704.16	\$2,814.77		\$2,814.77	\$ 1,409.15	\$1,405.62	59.80%	\$ 1,889.39
		Kalanchoe St								
3C1080688	S Palm Garden Estates	Palm Parkway St	\$ 3,891.04	\$2,352.67		\$2,352.67	\$ 1,348.00	\$1,004.67	60.50%	\$ 1,538.37
		Jade St								
3C1080790	Village Grove 2	Clark St	\$ 3,379.10	\$2,045.33		\$2,045.33	\$ 1,348.00	\$697.33	60.50%	\$ 1,333.77
3C1080804	Wes Mer	Jose E. Pulido St	\$ 7,179.31	\$3,098.35		\$3,098.35	\$ 2,153.79	\$944.56	43.20%	\$ 4,080.96
3C1080220	Delta West	Esperanza St	\$ 28,466.19	\$9,317.48		\$9,317.48	\$ 8,372.91	\$944.57	32.70%	\$ 19,148.71
		Portillo St								
		Cenizo St								
		Janine St								
3C1080228	Diaz St	Diaz St	\$ 5,171.37	\$2,508.39		\$2,508.39	\$ 1,550.31	\$958.08	48.50%	\$ 2,662.98
			\$ 189,413.50	\$ 83,700.67	\$ -	\$83,700.67	\$ 61,094.43	\$ 22,606.24		\$ 105,712.83

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 March 31, 2009

Colonia Access Program Director _____
 Date _____

DEPARTMENT : HIDALGO COUNTY PRECINCT #1

COLONIA ACCESS PROGRAM PROJECT

DATE: 5/5/2009 ATTN: Rossana

VENDOR NAME ACCOUNT # P.O. #: 615985 AMOUNT
TEDSI INFRASTRUCTURE 22,606.24

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

INVOICE DATE & NO.
03/31/09 299244

22,606.24

*****PLEASE NOTE ANY ADJUSTMENTS DONE ON COVER SHEET**

JOHN PAUL

1. Approval to utilize coop vendor does not require funding at this time; funding is identified when purchases are made by user dept(s) and a requisition is generated.
- 2.
3. Funds available for req #153985 as of 5-8-09
4. Funds available for req #153782 as of 5-8-09

Attachments

Link: [Buyboard Vendor](#)

Link: [Copy Graphics](#)

Link: [ES&S Elections](#)

Link: [Buyboard Vendor](#)

Form Routing/Status

Route	Seq	Inbox	Approved By	Date	Status
1		Purchasing Department	Marty Salazar	05/07/2009 03:00 PM	APRV
2		Budget & Management	Veronica Lopez	05/07/2009 03:11 PM	APRV
3		Ivan Cantu	Ivan Cantu	05/08/2009 09:09 AM	APRV
4		Auditor's Office	Becky Morales	05/08/2009 04:39 PM	APRV

Form Started By: Matilde Faz
Started On: 05/06/2009 09:39 AM

Final Approval Date: 05/08/2009

Consent
15327
5/12/09

Vendor Contract Information

Proposal Documents

[Back](#)**Vendor:** John Deere Landscapes**Address:** 5610 McGinnis Ferry Road
Alpharetta, GA 30005**Phone:** (800) 321-5325**Contact:** Keith McGinty**Email:** bids@johndeerelandscapes.com**Federal ID:** 36-4485550**Accepts RFQs:** Yes**Contract:** Grounds Maint. Eq. & Irrigation Products & Installation #292-08**Effective Date:** 6/1/2008**Expiration Date:** 5/31/2011**Payment Terms:** Net 30 days**Delivery Days:** 10**Shipping Terms:** Freight prepaid by vendor and added to invoice**Freight Terms:** FOB Shipping Point**Ship Via:** Common Carrier

Quote Reference Number:

292-08

Regions Served: All Texas Regions**States Served:** Oklahoma, Texas**Vendor Exceptions:** Freight will be prepaid and added to invoice.**Return Policy:** No return policy; however, returns are handled individually.[\[Log Out \]](#)©1996 - 2009 TASB
ALL RIGHTS RESERVED

Requisition
SUBSTANCE ABUSE TREATMENT FACILITY

Req # 00153985

PO #
 Date: 04/29/09

*Consent
 #15327
 5/12/09*

Vendor: 78174
 COPY GRAPHICS, INC
 221 NORTH 10TH
 MCALLEN TX 78501
 FAX (956) 630-2628

Bill To: x
 x

Ship To: SUBSTANCE ABUSE TREATMENT FACILITY
 P.O. BOX 1109
 EDINBURG TX 78540

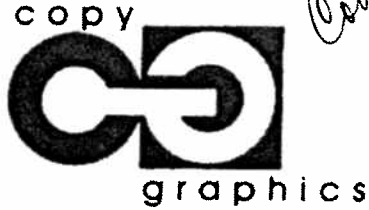
Contact: M.GARZA 4828

Contract No:

Special Instructions:
 REQ.# 546

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
1.00	EACH	DO NOT DUPLICATE ORDER FAX SERVICE MAINTENANCE AGREEMENT FOR THE CANON LC-7301 SERIAL # KAH06757 APRIL 29,2009-APRIL 29,2010. Account No _____	295.00 Encumbrance	295.00
		9-1297-423-00-320-020-9-432	295.00	
			Freight	.00
			Total	295.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____



*Consent
15327
5/12/09*

221 North Tenth St • McAllen, Texas 78501
Phone (956) 631-0205 Fax (956) 630-2628 1-800-894-0133

FAX SERVICE AGREEMENT

This agreement is between Copy Graphics, Inc. and:

Company Name Hidalgo County Substance Abuse Treatment Facility Cust# _____

Physical Address 1000 "M" Rd Billing Address PO BOX 1109

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

Phone/Fax 956-289-7413 / 956-380-3324 Phone/Fax _____ / _____

EQUIPMENT COVERED

Model: Canon/LC-730I Serial: KAH06757

Options: _____ Serial: _____

Rate: \$ 295.00 _____ per year.

Effective dates of agreement from April 29, 2009 to April 28, 2010

I have read and agree to the terms and conditions of coverage on the reverse side of this service agreement. These conditions constitute the entire understanding between Copy Graphics, Inc. and the company I represent or myself. No other written or oral representations by any party shall be binding upon Copy Graphics, Inc. Prices are subject to change from year to year without notice. **All charges and costs for which Copy Graphics, Inc. sends an invoice to Customer shall be due and payable, in full, thirty (30) days from the date of the invoice.** Copy Graphics, Inc. may either suspend service OR charge service on an hourly basis (plus parts and mileage) until all outstanding, overdue invoices are paid in full.

Authorized Signature _____ Title _____

Print Name _____ Date _____

Raura Garza April 29, 2009
Copy Graphics, Inc. Representative Date

FAX PLAN TERMS AND CONDITIONS

ACCEPTANCE: Copy Graphics, Inc. (Seller) agrees to provide and the Customer agrees to accept maintenance service on equipment listed at charges indicated in accordance with Seller's service policies. Seller shall have full and free access to the equipment to provide service thereon.

TERM: This Agreement will automatically be renewed unless previously cancelled in writing and accepted by Seller's Service Manager (30) thirty days prior to expiration of contract.

SERVICE AVAILABILITY: Service will be rendered under this Agreement only during normal business hours of Seller (Monday through Friday 8 a.m. to 5 p.m. except national holidays).

INCLUSIONS: Fax service plan includes on-site remedial maintenance, lubrication, cleaning, adjustments and the replacement of unserviceable parts except integrated circuit boards, unless equipment is protected by Seller approved power protection device. The unserviceability of parts will solely be determined by Seller, and replaced on an exchange basis. Replaced parts will become the property of Seller.

EXCLUSIONS: Service and maintenance support to be provided under this Agreement does not include repairs, replacement of parts and labor caused by, arising from, related to or made necessary by: a) use of equipment in a manner not recommended by OEM; b) failure to continually provide a suitable installation environment, including but not limited to, adequate electrical power, air conditioning or humidity control; c) Customer's improper use, management, or supervision of covered equipment; d) accident and disaster, including but not limited to, fire, flood, water, wind or lightning; e) electrical work, devices, cables, etc., external to the equipment; f) the maintenance of accessories, alterations, attachments or other devices not covered by this agreement; g) excessive electrostatic discharge, improper grounding, improper power line protection; h) failure of Customer to perform OEM recommended daily/weekly maintenance and cleaning as described in the manufacturer's operator manuals; i) service providers and parts installers other than the Seller; j) improperly trained and inexperienced operators; k) service related to relocation of equipment; l) consumable items such as chemicals and supplies, including but not limited to, ink, toner, toner cartridges, developers, ribbons, drums, maintenance kits, certain fuser and heater rollers, lamps and verification stamps.

EQUIPMENT OVERHAUL: In the event that Equipment requires repairs beyond the limits of regular service and maintenance, such as, but not limited to, excessive wear and tear, age, long-term use, excessive use or other similar causes, an overhaul, as determined by Seller, may be required. Said overhauls are not covered by this Agreement. In such event an estimate of repairs shall be submitted by Seller to Customer detailing the cost of an overhaul. If Customer does not authorize said overhaul, Seller may discontinue service of the equipment without refund of the unused portion of this Agreement. Seller may refuse to renew this Agreement upon expiration.

ASSIGNMENT: This Agreement is not assignable to a third party without written permission from Seller, such permission not to be unreasonably withheld, and any attempt by Customer to assign any rights, duties, or obligations which arise under this Agreement without such permission shall be void. This contract is not refundable. If the equipment is traded in on new Seller equipment, any unused portion of the yearly contract charge will be prorated and applied towards the maintenance of the new equipment.

LIMITED WARRANTY: Seller warrants that services will be performed hereunder in a workmanlike manner in accordance with reasonable commercial standards. Parts are warranted against defects solely to the extent of the manufacturer's warranty, if any.

DISCLAIMER OF WARRANTY: EXCEPT FOR THE LIMITED WARRANTY SET FORTH ABOVE, REPLACEMENT PARTS, LABOR AND SERVICES ARE PROVIDED "AS IS". SELLER SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

HAZARDOUS PRODUCTS: Customer acknowledges that there may be products covered under this agreement that may be or become, considered as hazardous materials under various laws and regulations. Seller agrees to make available to Customer, safety information concerning said products. Customer agrees to disseminate such information, so as to give warning of possible hazards to persons who Customer can reasonably foresee may be exposed to such hazards, including but not limited to Customer's employees, agents, contractors and customers. If Customer fails to disseminate such warnings and information, Customer shall defend and indemnify Seller against any and all liability arising out of such failure.

LIMITATION OF LIABILITY: SELLER SHALL NOT BE HELD RESPONSIBLE FOR SELLER'S INABILITY TO PROVIDE TIMELY SERVICE DUE TO DELAYS. IN NO EVENT WILL SELLER, OR ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, OR AFFILIATES, BE LIABLE TO CUSTOMER FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR EXEMPLARY DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF DATA OR BUSINESS INFORMATION, LIABILITY TO THIRD PARTIES, AND THE LIKE, ARISING OUT OF THE USE OR INABILITY TO USE THE EQUIPMENT. SELLER'S LIABILITY TO CUSTOMER (IF ANY) FOR ACTUAL DIRECT DAMAGES FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF THE ACTION, WILL BE LIMITED TO, AND IN NO EVENT EXCEED THE AMOUNT PAYABLE BY CUSTOMER FOR SERVICE AND MAINTENANCE SUPPORT ON THE UNIT OF EQUIPMENT INVOLVED FOR THE THREE (3) MONTHS IMMEDIATELY PRECEDING THE EVENT WHICH ALLEGEDLY GAVE RISE TO THE DAMAGES.

GOVERNING LAW: This contract shall be governed by and construed according to the laws of the State of Texas.

Requisition

Req # 00153782

PO #

Date: 04/27/09

Bill To: x
x

Vendor: 219541
ELECTION SYSTEMS & SOFTWARE, INC.
6055 PAYSHERE CIRCLE
CHICAGO IL 60674

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

Contact: TERRY TRUJILLO
956-318-2570

Contract No:

Special Instructions:
REQ # 67

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
1.00	EACH	SFTWR MAINT AGRMT-UNITY EDM RENEWAL 07-01-09 THR 06-30-10	2,756.25	2,756.25
1.00	EACH	SFTWR MAINT AGRMT-BOD RENEWAL 07-01-09 THR 06-30-10	1,102.50	1,102.50
1.00	EACH	SFTWR MAINT AGRMT-UNTY BIM RENEWAL 07-01-09 THRU 06-30-10	2,205.00	2,205.00
1.00	EACH	SFTWR MAINT AGRMT-UNIT HPM RENEWAL 07-01-09 THR 06-30-10	11,025.00	11,025.00
1.00	EACH	SFTWR MAINT AGRMT=UNIT IVIM RENEWAL 07-01-09 THR 06-30-10	2,756.25	2,756.25
		Account No _____	Encumbrance	
		9-1100-414-00-130-001-0-336	19,845.00	
			Freight	.00
			Total	19,845.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

Matilde Faz

From: Rolando Garcia [rolando.garcia@co.hidalgo.tx.us]
Sent: Tuesday, May 05, 2009 4:36 PM
To: Maty Faz
Cc: 'yvonne ramon'; dina trevino
Subject: Email from ES&S
Attachments: ES&S Invoice 714066.JPG

Maty,

Here is an email regarding invoice from ES&S (attached).

This is a "new" invoice for 2009 which covers 07/01/09 – 06/30/10 for software maintenance agreement (\$19,845.00)

Please reference requisition#153782 which was disapproved.

Please let me know if this is what you need to run this invoice thru court.

Thanks.

Rolando Garcia Jr.
Planning Analyst I
Hidalgo County Department of Budget and Management -Strategic Planning Division
2818 S. Business HWY 281
Edinburg, Texas 78539
956-292-7025 Phone (ext.5761)
956-292-7035 Fax

From: Jensen, Mary [mailto:mljensen@essvote.com]
Sent: Monday, May 04, 2009 4:04 PM
To: Rolando Garcia
Cc: yvonne ramon
Subject: RE: Questions about renewal invoices

The signed agreements are in effect for the following software:

ERM – purchased in 2003.

Initial post-warranty maintenance fee of \$1,500 starting in 2004, increased \$250 annually per agreement until 2008.
Since 2008, increased 5%, which saves the county money per renewal.

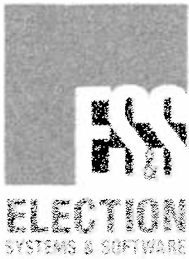
BIM/BOD/EDM/HPM/iVIM – purchased in 2005

Initial post-warranty maintenance fee of \$18,000 starting in 2006, increased 5% annually per agreement.

Please let me know if this does not work, as I would be more than happy to provide further assistance.

Mary Jensen

Order Entry Associate
Ph: 877-377-8683, option 1
Fax: 402-970-1276
mljensen@essvote.com



Election Systems & Software, Inc.
 6055 Paysphere Circle
 Chicago, IL 60674
 (877) 377-8683

INVOICE NO.	PAGE
714066	1
INVOICE DATE	
04/14/09	

BILL TO:
 HIDALGO COUNTY, TEXAS
 Elections Administration Bldg
 101 South 10th Street
 Edinburg, TX 78539-4340

SHIP TO:
 HIDALGO COUNTY, TEXAS
 Elections Administration Bldg
 101 South 10th Street
 Edinburg, TX 78539-4340

ACCOUNT NO.	CUSTOMER P.O. NUMBER	TERMS	ORDER NO.	SALES REP.	SHIP VIA
H31042	SMA 2009-2010	NET 90 DA	785771	2148	ES&S DEL
QTY. ORDERED	DESCRIPTION		UNIT PRICE	UOM DISC. %	EXTENDED PRICE

1	Coverage Date Election Ref: NA Sftw Maint Agrmt-Unity EDM Election Data Manager	2756.250000	EA	2,756.25
1	RENEWAL PERIOD: 7/1/09 - 6/30/10 Sftwr Maint Agrmt-BOD Ballot on Demand	1102.500000	ST	1,102.50
1	RENEWAL PERIOD: 7/1/09 - 6/30/10 Sftwr Maint Agrmt-Unity BIM Ballot Image Manager	2205.000000	EA	2,205.00
1	RENEWAL PERIOD: 7/1/09 - 6/30/10 Sftwr Maint Agrmt-Unity HPM Hardware Programming Manager	11025.000000	EA	11,025.00
1	RENEWAL PERIOD: 7/1/09 - 6/30/10 Sftwr Maint Agrmt-Unity IVIM Ivotronic Image Manager	2756.250000	EA	2,756.25

TX	.00
	.00
	.00
	.00
FREIGHT DISCOUNT	.00
SHIPPING & HANDLING	.00
TOTAL	19,845.00

INVOICE NO.	ACCOUNT NO.	AMOUNT
714066	H31042	19,845.00

PLEASE DETACH AND RETURN THIS STUB WITH YOUR PAYMENT
 THANK YOU!

Vendor Contract Information

Proposal Documents

[Back](#)**Vendor:** Industrial Communications**Address:** 1019 E. Euclid
San Antonio, TX 78212**Phone:** (210) 226-3682**Contact:** Judy Markowski**Email:** jmarkowski@indcom.net**Federal ID:** 74-2861713**HUB Vendor:** Yes**Small Business:** Yes**Women Owned Business:**

Yes

Accepts RFQs: Yes**Contract:** Radio Communication Products #285-08**Effective Date:** 4/1/2008**Expiration Date:** 3/31/2011**Payment Terms:** Net 30 days**Delivery Days:** 10**Shipping Terms:** Free Shipping**Freight Terms:** FOB Destination**Ship Via:** Best Way**Quote Reference Number:**

JLM012008

Regions Served: All Texas Regions**States Served:** All States**Vendor Exceptions:** None**Return Policy:** Within 30 days of purchase in original packaging.[\[Log Out \]](#)©1996 - 2009 TASB
ALL RIGHTS RESERVED

Purchase of Storage Lockers

CC CONSENT

Date: 05/12/2009
 Submitted By: Yolanda Velasquez, PURCHASING DEPT.
 Submitted For: Marty Salazar
 Department: PURCHASING DEPT.
 Agenda Category: Purchasing Department

Information

CAPTION

Adult Probation:
 Requesting authority to advertise and approval of procurement packet (i.e. specifications, legal notice and draft requirement agreement) as attached hereto for Hidalgo County - Substance Abuse Treatment Facility-"Purchase of Storage Lockers" (Bid No. 2009-187)

BACKGROUND

Proposed Schedule of Events:
 1st Advertisement: May 16, 2009
 2nd Advertisement: May 23, 2009
 Bid Opening Date: June 3, 2009

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1297-423-00-320-020-9-664
 FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N
 BUDGETARY IMPACT:
 Available balance as of 05-07-09 \$28,404.59
 9-1297-423-00-320-002-9-540
 Available balance as of 05-07-09 \$8,700.00

Attachments

- Link: [Aproval of Specs-187](#)
- Link: [Specifications-187](#)
- Link: [Draft-Req. Agreement](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	05/07/2009 01:38 PM	APRV
2	Budget & Management	Veronica Lopez	05/07/2009 01:39 PM	APRV
3	Veronica Lopez	Veronica Lopez	05/07/2009 03:57 PM	APRV
4	Auditor's Office	Angela Garcia	05/07/2009 04:01 PM	APRV
5	Martha Salazar	Marty Salazar	05/07/2009 04:30 PM	APRV

Form Started By: Yolanda
Velasquez

Started On: 04/27/2009 10:42
AM

Final Approval Date: 05/07/2009

MEMORANDUM

To: Rick Guerrero, Director
Substance Abuse Treatment Facility

Attn: Melissa Garza

From: Yolanda Velasquez *YV*
Purchasing Dept., Buyer

Date: April 23, 2009

Re: Bid No. 2009-187-05-**- YZV Approval of Specifications/Requirements for
HIDALGO COUNTY- "Purchase of 100 Storage Lockers"

Please review the following **SPECIFICATIONS** and verify if all requirements are met by signing below and indicating **APPROVE** (or) **DISAPPROVE**. If specification is **not** met, make any and all modifications necessary and return the revised copy to the designated Buyer in the Purchasing Department.

If you have any questions, please call me at (956) 318-2626 ext# 4881.

APPROVE <input checked="" type="checkbox"/>	DISAPPROVE <input type="checkbox"/>
APPROVED WITH MODIFICATIONS <input type="checkbox"/>	

FUNDS AVAILABILITY: Yes / No /

Other (specify) _____

BUDGET ACCOUNT#: 9 1297 423-00-320-020-9-664

Ricardo Guerrero Jr.

RICARDO GUERRERO JR.

4-24-09

AUTHORIZED SIGNATURE

PRINTED NAME

DATE

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 318-2629 or E-mail: yolanda.velasquez@co.hidalgo.tx.us no later than WEDNESDAY, April 29, 2009 by 12:00P.M.

Enclosures

EXHIBIT "A"
HIDALGO COUNTY
"PURCHASE OF 100 STORAGE LOCKERS"
BID No: 2009-187--**-YZV**

SCOPE OF PROJECT:

The intention of this Request for Bids (RFB) is to solicit bids for a one year term contract for "Purchase of approximately one hundred (100) Storage Lockers" however Hidalgo County may purchase additional lockers if needed. All purchase(s) will be on an **"as needed"** basis only.

SPECIFICATIONS:

The following are the minimum requirements and/or specifications that will be acceptable to Hidalgo County. These requirements and/or specifications must meet or exceed the minimum requirements and/or specifications, including, but not limited to, the following:

- Made from industrial strength powder-coated square tube, bar stock and sheet steel
- With removable hanger rod
- One adjustable shelf
- With powder coated door
- Dimensions; 50 ¾" High x 19 ¾" Wide x 18 ⅛" Depth
- Color: Silver Locker with Navy Blue Powder Coated Door
- Storage Lockers to be unassembled
- Storage Lockers will not need to be installed by vendor

REQUIREMENTS:

- Insurance (requirements) certificates must be submitted to Hidalgo County Purchasing Department for approval prior to any services being performed which is applicable to the awarded bidder in accordance to Exhibit "C" attached.
- The bidder awarded the contract shall not engage the services of a subcontractor without the prior written consent of Hidalgo County.

TERMS AND CONDITIONS:

1. The term of the contract will be in effect for a period of one (1) year from bid award date.
2. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day Grace period at the end of the contract term for unforeseen delay in award of new bid for next contract term.
3. The contract shall remain in effect until contract expires, delivery/completion of services ordered or terminated by either party with a sixty (60) day written notice prior to any cancellation.
4. Hidalgo County reserves the right to award the bid to MULTIPLE bidders if the County determines it is in its best interest to do so.
5. Hidalgo County reserves the right to reject any/all bids, to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to the County.
6. Items may be substituted by vendors but, must be equal or better and must be approved by the Hidalgo County if quoted item is out of stock.
7. Vendor must provide and maintain proof of Automobile, General and Worker's Compensation Insurance's (Refer to Exhibit "C", Insurance Requirements).
8. The successful bidder will indemnify and hold harmless the County, and its officers, officials, and employees, agents and attorneys for any and all claims and expenses arising out of or related to the performance of the contract awarded pursuant hereto.
9. Hidalgo County has the authority to utilize State contracts from its membership with their existing or new cooperatives when ever it is in the County's best interest to do so.
10. Hidalgo County reserves the right to award on an "all or none basis".

MARKET VOLATILITY AND UNIT PRICE ADJUSTMENTS:

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services

contracted on an annual basis. The following procedure may be employed to mediate price volatility.

- A) Requesting Price Adjustment: Upon written request of the Vendor to the county Purchasing Agent, the county may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.
- 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.
- B) Price Reduction: Vendor shall notify the county at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the county of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.
- C) Time frame for Adjusted Price Increases: Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in

which the price increase is in effect, that it desires to have the price increase continue of that the Vendor is requesting 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 a discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the county to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

D) Allowable Review Periods: price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

E) Dollar Limits 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.

11. All costs and expenses associated with the preparation and submission of bids shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed on to Hidalgo County.

ADDITIONAL INFORMATION:

Hidalgo County is also requesting that any and all questions, inquiries and clarifications regarding quotes, bids, proposals or statement of qualifications be addressed to Martha L. Salazar, Purchasing Agent, at 2802 S Business Hwy. 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED. All written inquiries will be accepted via facsimile no later than, Wednesday, Month **, 2009 at 5:00 p.m. to (956) 318-2629. Responses to said inquiries will be sent to all applicants via facsimile by no later than Friday, Month **, 2009**

REQUIREMENTS AGREEMENT
C-0-

THIS AGREEMENT (the "Agreement") is entered into effective as of by and between _____, a **TEXAS Company** ("Seller") and **HIDALGO COUNTY** ("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements of Hidalgo County "_____" as further described in Exhibit "A" which is attached hereto and incorporated herein by reference for all purposes (the "Products") for a period of one year; and

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

WHEREAS, Buyer has determined that Seller has submitted the lowest and best bid to meet Buyer's requirements for the Product.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good 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 to Buyer, all of the Products that Buyer may require for use by Buyer in "_____" "in the areas of **HIDALGO COUNTY** projects for a period of _____ from with the option to renew for an additional _____ (If applicable) under the same rates, terms, and condition, and it is agreed that the Products will meet the specifications set forth in Exhibit "A" hereto.

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

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

4. This Agreement may be terminated by County without cause upon thirty (30) days written notice.

5. General Provisions.

a. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or

provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

- b. **No Waiver.** No waiver by Buyer of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.
- c. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by Buyer and Seller, and not otherwise.
- d. **Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.
- e. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

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

If to Seller:

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

- f. **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.
- g. **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

- h. **Assignment.** This Agreement shall not be assignable.
- i. **Headings.** The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.
- j. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate
- k. **Authority to Execute.** The execution and performance of this Agreement by Buyer and Seller have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of Buyer and Seller in accordance with its terms.
- l. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon sixty (60) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. § 271.903 (Vernon Supp. 1996).
- m. **Insurance.** Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.
- n. **Purchasing Ethics.** Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:
- (1) It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of Hidalgo County, or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an officer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advise, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor pending before any department or agency of Hidalgo County.
 - (2) It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for

Hidalgo County, or any person associated therewith, as an inducement for the award of a subcontract or order.

any decision, or
any part of a program,
content of any of

any part of any
made by or on

any decision, or
any part of a program,
content of any of

any part of any
made by or on

any part of a program,
content of any of

any part of any
made by or on

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

APPROVED BY COMMISSIONERS COURT ON, _____.

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

By: _____

Date: _____

HIDALGO COUNTY

By: _____

Date: _____

ATTEST:

Arturo Guajardo, Jr., County Clerk
Date: _____

Vendor:
By: _____

Printed Name: _____

Title: _____

Date: _____

Ve:

By:

Pr:

To advertise - Drug Test Collection Services (Sheriff's Office)

CC CONSENT

Date: 05/12/2009
Submitted By: Elena Gomez, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department

Information

CAPTION

Sheriff's Office:
Requesting authority to advertise for sealed bids with approval of procurement packet.
(i.e. specifications and draft contract document) as attached hereto for: Hidalgo County
Sheriff's Office "Drug Test Collection Services" (RFB NO. 2009-160)MEG

BACKGROUND

Proposed Schedule Events:
1st Advertisement 05/16/09
2nd Advertisement 05/23/09
Proposed Bid Opening date 06/03/09
Current Contract expires on 08/21/09
Draft Contact Document reviewd by Legal Counsel

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-421-00-280-001-0-339
FUNDS AVAILABLE Y/N?: y MATCHING FUNDS Y/N?: n
BUDGETARY IMPACT:
Funding available as of 5-8-09.

Attachments

Link: Memo of Specification-Legal Notice-Exhibit A-Draft Contract

Form Routing/Status

Table with 4 columns: Route, Seq, Inbox, Approved By, Date, Status. Contains routing history for the form, including entries from Purchasing Department, Budget & Management, and Auditor's Office.

MEMORANDUM

To: Anacleto Martinez, Chief Deputy
Attn: Juan Tapia, Procurement Specialist
Hidalgo County Sheriff's Office

From: Elena Gomez, Buyer
Hidalgo County Purchasing Department

Date: April 9, 2009

Re: Bid No. 2009-160-00-00-MEG Approval of Specifications for Hidalgo County Sheriff's Office "DRUG TEST COLLECTION SERVICES"

Please review the following **SPECIFICATIONS** and indicate if they meet all your requirements by marking **APPROVE** (or) **DISAPPROVE** and signing below. If you mark **DISAPPROVE**, please make any and all modifications necessary to the specifications and fax back the revised copy to the designated Buyer in the Purchasing Department.

If you have any questions, please call me at (956) 318-2626 ext# 4855.

APPROVE <input type="checkbox"/>	DISAPPROVE <input type="checkbox"/>
APPROVED WITH MODIFICATIONS <input checked="" type="checkbox"/>	

FUNDS AVAILABILITY: YES / NO / Other

(Specify) _____

BUDGET ACCOUNT #: 9-1100-421-00-280-001-0-339

Anacleto Martinez A. MARTINEZ 4-14-09
AUTHORIZED SIGNATURE PRINTED NAME DATE

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 292-7612 or e-mail: elena.gomez@co.hidalgo.tx.us by no later than TUESDAY, APRIL 21, 2009 at 5:00p.m.

Enclosures

LEGAL NOTICE

HIDALGO COUNTY SHERIFF'S OFFICE

“DRUG TESTING COLLECTION SERVICES”

Bid No: 2009-160-00-00-MEG

1. Sealed bids will be received for **HIDALGO COUNTY SHERIFF'S OFFICE –“DRUG TESTING COLLECTION SERVICES”** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.
2. **One (1) original and Three (3) copies** of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **BID-2009-160-00-00--MEG -HIDALGO COUNTY SHERIFF'S OFFICE –“DRUG TESTING COLLECTION SERVICES”** and in County's Purchasing Department, physical address: 2802 S. Business Hwy 281, mailing address 2812 S. Business 281 New Administration Building, Edinburg, Texas, **on or before 9:30 a.m., WEDNESDAY, Month, date, 2009. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY BID RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE IN REFERENCE TO BID.** Hidalgo County reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to Hidalgo County
3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so.”
4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.
5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.
6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.
8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.
9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.
10. County reserves the right to accept or reject any or all bids.
11. Costs are to be net F.O.B., County Prepaid.
12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.
13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.
14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy 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-“DRUG TESTING COLLECTION SERVICES”** 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 Road
Edinburg, TX 78542
ATTN.: Sheriff Guadalupe “Lupe” Trevino
(956) 383-8114

17. **Schedule of Events**

Bid Opening, 9:30 AM	_____	, 2009
Award of Contract	_____	, 2009
Commence Work or Deliver Products	_____	, 2009

18. **Bid or Performance Bond and Debarment Certification; Payment Under Contract:**

. If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding \$100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

. Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds \$50,000.

. If the contract is for \$50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

. If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars (\$25,000.00), as required by Tex. Govt. Code Ch. 2253.

. For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. **Ethical Standards:**

. It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

. It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

. No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. **Disclosure of Conflict of Interest**

. Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County (“the County”) to disclose in the Conflict of Interest Questionnaire (the “CIQ”) attached as Exhibit D, the vendor, person, consultant or contractor’s affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk’s Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk’s Office located at 100 N. 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 thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.
23. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:
 - . Possess or is able to obtain adequate financial resources as required to perform under the bid;
 - . Be able to comply with the required or proposed delivery schedule;
 - . Have a satisfactory record of performance;
 - . Have a satisfactory record of integrity and ethics;
 - . Be otherwise qualified and eligible to receive an award.
24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.
25. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.
26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:
 - A. Meet schedules;
 - B. Pay any required fees or taxes; or
 - C. Otherwise perform in accordance with the specifications.
27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any 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
"DRUG TESTING COLLECTION SERVICES"
BID NO.: 2009-160-00-00-MEG

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy 281-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: _____

This page must to attached to bid page

EXHIBIT “A”

HIDALGO COUNTY SHERIFF’S OFFICE

“DRUG TESTING COLLECTION SERVICES”

Bid No: 2009-160-00-00-MEG

EXHIBIT "A"
HIDALGO COUNTY SHERIFF'S OFFICE
"DRUG TEST COLLECTION SERVICES"
Bid No. 2009-160-00-00-MEG

BID SPECIFICATIONS

HIDALGO COUNTY SHERIFF'S OFFICE (County) is seeking bids from qualified contractors with which to establish contracts for the purpose of performing drug test collections for County employees on an as needed basis.

SCOPE OF SERVICES:

1. Contractor shall have ability to conduct a Drug and Alcohol Test Collection Program as required by local, state and federal laws and regulations.
2. Contractor shall perform collection of urine/blood samples by certified staff, in accordance with U.S. Department of Transportation (DOT) Standards and/or Hidalgo County Sheriff's Office policy and protocol for post-offer pre-employment and random drug tests as required.
3. Additional services include a certified Substance Abuse Professional, Breath Alcohol Technician and Medical Review Officer (M.R.O.).
4. Conduct post-offer pre-employment drug testing on all applicants, or post-employment transfer, promotion and or reassignment to safety-sensitive position.
5. Conduct testing when the department Head/Elected Official or personnel designated by the Department Head have reason to believe that an Employee on County property is using or under the influence of prohibited drugs, alcohol and substances, or that there has been a violation of the Hidalgo County Sheriff's Office Drug and Alcohol policy.
6. Conduct testing when an Employee is found in possession of suspected illegal or prohibited drugs and substances, or when any of these drugs and substances are found in an area controlled or used exclusively by said Employee or other person.
7. Conduct testing when an employee returns to active employment after a leave of absence of forty-five days or more.
8. Conducts testing following an on-the-job injury requiring treatment from a physician or following a serious or potentially serious accident or incident, including near misses, in which: safety precautions were violated; unsafe instructions or orders were given; vehicle/equipment/property was damaged; or unusually careless acts were performed. All persons involved and within the immediate vicinity of the incident may have their urine and/or blood tested. If it is impossible or impractical, because of the physical condition of the individual(s) involved in the accident, to give a urine and/or blood sample, and if in subsequent medical treatment of the person(s) blood will be drawn, then blood will be analyzed for drugs, alcohol and other prohibited substances.

9. Service provider shall conduct random, unannounced drug and alcohol testing on employees who are licensed by the Texas Commission on Law Enforcement Officer Standards and Education (TCLEOSE) and/or every employee working in a job classified as a safety-sensitive position Note: The random rate for testing is subject to change based on the DOT standards.
10. Provide drug and alcohol testing services with licensed and certified personnel and laboratories as required by Local, State and Federal Law including, but not limited to, Medical Review Officer (MRO), Breath Alcohol Technician (BAT) and Substance Abuse Professional (SAP) and National Certified Addiction Counselor II (NCACII) as required by DOT. Copies of certifications should be submitted with bid response.
11. Conduct annual training for designated County employees on the Drug Free Workplace Act.
12. The service provider will insure proper and documented chain of custody during and after sample collection and testing.
13. RANDOM DRUG AND ALCOHOL TESTING – The County will require approximately 25% random drug and alcohol testing for employees who are licensed by the Texas Commission on Law Enforcement Officer Standards and Education (TCLEOSE) and/or every employee working in a job classified as a safety-sensitive position to be performed on a semiannual and/or an as needed basis. Safety sensitive positions are located in various areas of the Sheriff's Office.
14. The contractor must provide a description of the work plan and the methods to be used that will demonstrate what the contractor intends to do, the timeframes necessary to accomplish the work and how the work will be accomplished. The Contractor shall specify the test procedures that will be utilized. The contractor must also include a plan for performing random testing at multiple locations simultaneously.
15. Positive results must be hand-delivered in a sealed confidential envelope to The Law Enforcement Center, 711 El Cibolo Road, Edinburg, TX 78542 to the attention of Captain Andy Guzman, Hidalgo County Sheriff's Office Public Integrity Unit. Negative results will be mailed or hand delivered in a sealed confidential envelope to same address.
16. Test results will not be divulged in any form to anyone other than to those designated authorized Sheriff's Office representatives.
17. Statistical reports of test results may be requested from the contractor on a quarterly basis and on an annual basis. Information on the statistical reports may be requested from the designated Sheriff's Office representative.
18. Alcohol screening tests that conclude in a positive result may be confirmed with a second screening 15 to 30 minutes from the time of the first positive test.
19. Contractor must possess capability for collection of urine/blood samples as needed and conduct tests in response to critical time frames for post accident and reasonable suspicion testing situations

20. **QUALIFICATIONS OF THE CONTRACTOR** – Must remain current on testing and medical standards for all services to be performed as a result of this contract.
21. **INDEMNIFICATION** – The successful bidder shall be required to agree to indemnify and hold harmless the County of Hidalgo and its officers, employees, and agents, from and against any and all actions, claims, liabilities, losses and expenses, including but not limited to attorneys' fee, for personal, economic or bodily injury, wrongful death, loss of or damage to property, in law or in equity, which may arise or be alleged to have arisen from the negligent acts or omissions or other wrongful conduct of the successful bidder, its employees, or agents in connection with the performance of service pursuant to the resultant Contract; the successful bidder shall pay all such claims and losses and shall pay all such costs and judgments which may issue from any lawsuit arising from such claims and losses, and shall pay all costs expended by the County in the defense of such claims and losses, including appeals.
22. **BID PRICE** must include: 1) a per hour fee where hours must be certified by assigned County Sheriff's Office representative at the time services are rendered, 2) individual test charges (fees) for Panel 10, and test charge (fees) for the following, Rohypnol, Alcohol and Ecstasy. Bid price must indicate fees for urine, hair and blood test for all of the above tests, and 3) bid price will also should include price per session including all materials for Reasonable Suspicion Training, Drug Free Workplace Act and any other Drug testing related requested training.
23. **BID AWARD** – 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.
24. **CONTRACT TERM** –
- The term of the contract will be for a two (2) year period. . The County reserves the option to extend the contract for two (2) additional one (1) year terms under agreement with the same terms and conditions. No bid price increase, otherwise same price for any extension to remain firm.
 - Hidalgo County reserves the right to continue this bid for an additional sixty (60) day Grace period at the end of the contract term for unforeseen delay in award of new bid for next contract term.
 - The contract shall remain in effect until contract expires, delivery/completion of services ordered or terminated by either party with a sixty (60) day written notice prior to any cancellation.
 - Hidalgo County reserves the right to award the bid to MULTIPLE bidders if the County determines it is in it's best interest to do so.
 - Hidalgo County reserves the right to reject any/all bids, to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to the County.
 - Vendor must provide and maintain proof of Automobile, General and Worker's Compensation Insurance's (Refer to Exhibit "C", Insurance Requirements).
 - Hidalgo County has the authority to utilize State Contracts from its membership with their existing or new cooperatives when ever it is in the County's best interest to do so.

25. **REFERENCES** - Submit a minimum of five (5) references that include, company names, addresses, contact persons and telephone numbers for the contact persons. References may or may not be reviewed or contacted at the discretion of the County. The County reserves the right to contact references other than, and/or in addition to, those furnished by the vendor.
26. **TESTING SITE**— Contracted vendor should be able to conduct on site and/or off site testing as requested by the Hidalgo County Sheriff's Office. Contractor may be required to provide appropriately private facilities to conduct testing, including a locked, secured box, etc. for private articles where applicable.

SPECIAL INSTRUCTIONS TO BIDDERS:

1. **RIGHT TO AUDIT:** Contractor's records shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by the Hidalgo County Sheriff's Office to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by Contractor of any of its payees pursuant to execution of the contract. Such records subject to examination shall also include, but not be limited to, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this contract.

For the purpose of such audits, inspections, examinations and evaluations, the County shall have access to said records from the effective date of this contract, for the duration of the work, and until two (2) years after the date of final payment by the County to Contractor pursuant to this contract.

The County shall have access to Contractor's facilities, shall have access to all necessary records, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with this article. The County shall give Contractor reasonable advance notice of intended audits.

If an audit inspection or examination in accordance with the article, discloses overcharges (of any nature) by Contractor to the County, the actual cost of the County's audit shall be paid by Contractor.

2. Hidalgo County reserves the right to seek purchases/services from state awarded vendors or any other cooperative purchasing programs whenever it is in its best interest to do so.
3. The bidder(s) awarded the contract cannot engage the services of a subcontractor without prior written consent of Hidalgo County for the retention of a subcontractor to perform services hereunder. The successful bidder(s) must present evidence that the proposed subcontractor possess all the necessary licenses and permits to perform the services and the subcontractor has obtained the required insurance which names the contractor as an additional insured. Requesting authorization for subcontracting does not constitute compliance with the primary specification contained herein which state the minimum number vendor owned vehicles required.

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:

All Costs And Expenses Associated With The Preparation And Submission Of Bids Shall Be The Responsibility Of The Bidder And No Reimbursements For Such Charges Or Expenses Shall Be Passed On To Hidalgo County.

Information regarding this project can be addressed in writing, to the Hidalgo County Purchasing Department. Hidalgo County is also requesting that any and all questions, inquiries and clarifications regarding quotes, bids, proposal or statement of qualifications be addressed to Martha L. Salazar, Cppb, Purchasing Agent, **AT 2802 SOUTH BUSINESS HWY 281, EDINBURG, TEXAS 78539.**

TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, date, Month, 2009 AT 5:00 P.M., AT (956) 318-2629. RESPONSES TO SAID INQUIRIES WILL BE SENT TO ALL APPLICANTS VIA FACSIMILE BY NO LATER THAN 5:00 P.M. date, Month 2009.

EXHIBIT "A"
HIDALGO COUNTY SHERRIFF'S OFFICE
"DRUG TEST COLLECTION SERVICES"
 Bid No. 2009-160-00-00-MEG

1. PER HOUR FEES (LABOR):

BUSINESS HOURS	FROM	TO	FEES
REGULAR			
PREMIUM			

2. TEST CHARGES:

Specific Test	Level Assessed (confirmation threshold)	Zero Level (screening threshold)	Turnaround time for results	
			NEGATIVE	NON-NEGATIVE
Panel 10 (individual)				
Cannabis	Urine			
	Hair			
	Blood			
Cocaine	Urine			
	Hair			
	Blood			
Amphetamines	Urine			
	Hair			
	Blood			
Morphine	Urine			
	Hair			
	Blood			
Methamphetamines	Urine			
	Hair			
	Blood			
Phencyclidine	Urine			
	Hair			
	Blood			
Benzodiazepines	Urine			
	Hair			
	Blood			
Barbiturates	Urine			
	Hair			
	Blood			
Methadone	Urine			
	Hair			
	Blood			
Tricyclic Antidepressants	Urine			
	Hair			
	Blood			

Specific Test	Level Assessed (confirmation threshold)	Zero Level (screening threshold)	Turnaround time for results	
			NEGATIVE	NON-NEGATIVE
<u>Rohypnol</u>	Urine			
	Hair			
	Blood			
<u>Alcohol</u>	Urine			
	Hair			
	Blood			
<u>Ecstasy</u>	Urine			
	Hair			
	Blood			
COMPLETE TEST COST (Includes all of the above)	Urine			
	Hair			
	Blood			

3. TRAINING FEES: Training price per session

a	Reasonable Suspicion Training	
b	Drug Free Workplace Act	
c	Other Drug Testing Related	

Specifications contained in Exhibit "A" Request for Bids (RFB) Procurement Packet within **Hidalgo County** following a request for Services by the **Hidalgo County Sheriff** or his designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services. Further Hidalgo County reserves the right to request these services from other sources other than the successful vendor and shall not be in violation of any terms or conditions of said contract.

3. This Contract shall be for a period of **two (2) years**, commencing on _____, 2009 and expiring on _____, 2011 and may be extended at the sole discretion of the County for an additional two (2) one (1) year terms under the same rates, terms and conditions. Hidalgo County also reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay of award for the next term and contingent upon cost remaining unchanged.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of

such trucks or vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

7. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship, that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

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

If to Company: _____

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

14. This Agreement may be terminated by County without cause upon thirty (30) days written notice.

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

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

WITNESS our hands in duplicate originals this ____ day of _____, 2009.

APPROVED AS TO FORM

By: _____

COUNTY OF HIDALGO

ATTEST:

By: _____
Juan D. Salinas, III, County Judge

Arturo Guajardo, Jr., County Clerk

COMPANY: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT "A"
REQUEST FOR BIDS (RFB)
PROCUREMENT PACKET

DRAFT

EXHIBIT "B"
VENDOR'S BID

DRAFT

EXHIBIT "C"
INSURANCE REQUIREMENTS

DRAFT

AI-15397

8.N.

Requesting approval of Invoice

CC CONSENT

Date: 05/12/2009
 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 Invoice # 11323019 in the amount of \$120,604.48 from L & G Consulting Engineers Inc., contracted engineer for "La Homa Road Project." C-08-031-02-12

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1336-431-00-123-045-0-731
 FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Available funds in P.O. #600650 as of 5/08/09 \$361,934.48.

Attachments

Link: [Invoice](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	05/07/2009 04:29 PM	APRV
2	Budget & Management	Veronica Lopez	05/08/2009 07:49 AM	APRV
3	Perla Lopez	Perla Lopez	05/08/2009 08:36 AM	APRV
4	Auditor's Office		05/08/2009 05:13 PM	NEW

Form Started By: Rocio Villarreal

Started On: 05/07/2009 04:01 PM

Final Approval Date: 05/08/2009

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

INVOICE #: 11323019
INVOICE DATE: 04/30/09

128644
600650

BILL TO: 08
 Hidalgo County Pct. #3
 P.O. Box 607
 Mission, TX 78572

JOB: 080301
 La Homa
 P.O. Box 607
 Mission, TX 78572

Contract# C-08-031-02-12
 PO# 600650

DESCRIPTION	CONTRACT	PREVIOUS APPLICATIONS	CURRENT COMPLETED	TOTAL COMPLETED	% COMPL	BALANCE TO FINISH
Engineering services for the month of April 2009.						
11006-Dsgn Schematic	157,500.00	154,350.00		154,350.00	98.0	3,150.00
12002-EA Reports	55,000.00	38,500.00	2,750.00	41,250.00	75.0	13,750.00
12003-Public Invmt	25,000.00	25,000.00		25,000.00	100.0	
12020-EA, Report/Sub	20,000.00	7,925.52	874.48	8,800.00	44.0	11,200.00
13001-Prelim RCW	10,000.00	9,000.00		9,000.00	90.0	1,000.00
13010-Prelim RCW/Sub	10,000.00	9,000.00		9,000.00	90.0	1,000.00
15001-Design Srvy	26,000.00	23,400.00		23,400.00	90.0	2,600.00
15010-Desgn Srvy/Sub	40,000.00	36,000.00		36,000.00	90.0	4,000.00
16001-Rdwy Design	283,500.00	170,100.00	42,525.00	212,625.00	75.0	70,875.00
16101-Drainage	126,000.00	63,000.00	31,500.00	94,500.00	75.0	31,500.00
16207-Sgn, Pvmt, Markg	24,200.00	9,680.00	4,840.00	14,520.00	60.0	9,680.00
16250-Iso Signal/Sub	30,000.00				0.0	30,000.00
16260-Sign Warr/Sub	5,800.00	5,800.00		5,800.00	100.0	
16302-Traf Cntrl Pln	75,600.00	45,360.00	11,340.00	56,700.00	75.0	18,900.00
16304-Irrigation	31,500.00	15,750.00	4,725.00	20,475.00	65.0	11,025.00
16306-Qty Specs	18,900.00	9,450.00	4,725.00	14,175.00	75.0	4,725.00
16307-Utilities	63,000.00	31,500.00	9,450.00	40,950.00	65.0	22,050.00
16400-Contract Mgmt	31,500.00	15,750.00	7,875.00	23,625.00	75.0	7,875.00
TOTALS:	1,033,500.00	669,565.52	120,604.48	790,170.00	76.5	243,330.00

ORIGINAL CONTRACT SUM \$ 1,033,500.00
 CHANGE BY CHANGE ORDER \$ 0.00
 CONTRACT SUM TO DATE \$ 1,033,500.00
 TOTAL COMPLETED TO DATE \$ 790,170.00
 LESS PREVIOUS INVOICES \$ 669,565.52

CURRENT PAYMENT DUE \$ 120,604.48

Craig Kuyper
 PROJECT MANAGER'S SIGNATURE

INVOICE RECEIVED BY
NAE ON 5/4/09
 GOODS/SERVICES RECEIVED BY
 ON 4/30/09

9-1356-431-W-123-045-0-TM

INVOICE RECEIVED BY
 ON _____
 GOODS/SERVICES RECEIVED BY
 ON _____

NAE