

AI-16988

2.A.

Co. Wide. Adm. - Line Item Transfer

CC CONSENT

Date: 08/18/2009
Submitted By: Erika Zamora, 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?: Y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
899 -- > 350 \$50,000.00; funds available as of 8-14-09

Attachments

Link: LIT 899 --> 350

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	08/14/2009 04:50 PM	APRV
2	Ivan Cantu	Ivan Cantu	08/14/2009 05:03 PM	APRV
3	Auditor's Office		08/14/2009 05:30 PM	NEW

Form Started By: Erika Zamora
Started On: 08/14/2009 04:47 PM

Final Approval Date: 08/14/2009

AI-16982

2.B.

Co. Wide Adm Line item transfer 890 --> 899

CC CONSENT

Date: 08/18/2009
Submitted By: Ivan Cantu, BUDGET & MANAGEMENT
Submitted For: Dina Trevino
Department: BUDGET & MANAGEMENT
Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - Co. Wide Admin (1100)

BACKGROUND

To fund unexpected expenditures. 890 --> 899

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-415-00-115-002-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
890 --> 899 \$150,000.00; funds available as of 8-14-09.

Attachments

Link: LIT Co. Wide

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Ivan Cantu (Originator)	Ivan Cantu	08/14/2009 04:54 PM	APRV
2	Budget & Management	Erika Zamora	08/14/2009 05:06 PM	APRV
3	Erika Zamora	Erika Zamora	08/14/2009 05:15 PM	APRV
4	Auditor's Office		08/14/2009 05:30 PM	NEW

Form Started By: Ivan Cantu
Started On: 08/14/2009 03:47 PM
Final Approval Date: 08/14/2009

DATE: August 14, 2009

2009

Intradepartmental Transfer



DEPARTMENT
HEAD: Raul Silguero, Jr.

DEPARTMENT Department of Budget & Management for
NAME: Co. Wide Adm.

ACCOUNT
NUMBER: 9-1100-415-00-115-002-0-XXX

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

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

Honorable Commissioners' Court of Hidalgo County:

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

[illegible]

REASON:
To fund unexpected expenditures.

DEPARTMENT HEAD SIGNATURE

_____/_____/_____
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-16968

2.C.

Crime Victim Coordinator - Line Item Transfer
CC CONSENT

Date: 08/18/2009
Submitted By: Sylvia Solis, BUDGET & MANAGEMENT
Submitted For: Roy Cazares
Department: BUDGET & MANAGEMENT
Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - DA Crime Victim Coordinator (1281)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1281-412-00-080-011-9-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
113 --> 211; Funds of \$8,672.60 available as of 08/14/09.

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	08/14/2009 09:32 AM	APRV
2	JC Carreon	JC Carreon	08/14/2009 10:01 AM	APRV
3	Auditor's Office		08/14/2009 05:30 PM	NEW

Form Started By: Sylvia Solis
Started On: 08/13/2009 04:42 PM

Final Approval Date: 08/14/2009

DATE: August 13, 2009

2009 Transfer



DEPARTMENT
HEAD: Raul Silguero, Jr., Budget Officer

DEPARTMENT Department of Budget & Management for
NAME: **CRIME VICTIM COORDINATOR**

**ACCOUNT
NUMBER:** **9-1281-412-00-080-011-9-XXX**

Contact Person: Sylvia V. Solis

Ph#: (956) 292-7025 Ext. 5423

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

Honorable Commissioners' Court of Hidalgo County:

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

[illegible]

REASON:
Intradepartmental Transfer to fund current health insurance expenditures.

DEPARTMENT HEAD SIGNATURE

_____/_____/_____
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-16934

2.D.

WIC

CC CONSENT

Date: 08/18/2009
Submitted By: Margarita Gonzalez, WIC
Department: WIC
Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - W.I.C. (1292)

BACKGROUND

WIC line item transfer to cover for expenditures for FY 09.

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1292-441-00-350-001-9-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

346-->622 \$ 4,000.00; funds available in all object codes as of 08/13/09
423-->622 \$ 2,000.00
425-->622 \$ 2,000.00
540-->622 \$ 1,000.00
583-->622 \$ 1,000.00
521-->524 \$ 1,404.90
522-->524 \$ 894.98
607-->524 \$ 11.87
584-->665 \$ 2,000.00
607-->601 \$ 2,500.00
604-->601 \$ 2,500.00

Attachments

Link: [Intradepartmental transfer](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	08/12/2009 02:04 PM	APRV
2	Ana Galvan	Anna Galvan	08/14/2009 03:52 PM	APRV
3	Auditor's Office		08/14/2009 05:30 PM	NEW

Form Started By: Margarita Gonzalez
Started On: 08/12/2009 12:40 PM
Final Approval Date: 08/14/2009

DATE:	August 12, 2009
WIC DIRECTOR:	NORMA LONGORIA
DEPARTMENT NAME:	HIDALGO COUNTY WIC PROGRAM
ACCOUNT NUMBER:	9.1292.441.00.350.001.9.-WIC
SUBJECT:	BUDGET LINE ITEM TRANSFER

Honorable Commissioners' Court of Hidalgo County:

I submit to 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 NUMBER		ACCOUNT NAME	AMOUNT	
9.1292.441.00.350.001.9	346	Hauling & Freight Services	9.1292.441.00.350.001.9	622	Electricity	\$	4,000.00
9.1292.441.00.350.001.9	423	Custodial	9.1292.441.00.350.001.9	622	Electricity		2,000.00
9.1292.441.00.350.001.9	425	Pest Control	9.1292.441.00.350.001.9	622	Electricity		2,000.00
9.1292.441.00.350.001.9	540	Advertising	9.1292.441.00.350.001.9	622	Electricity		1,000.00
9.1292.441.00.350.001.9	583	Out of County Travel	9.1292.441.00.350.001.9	622	Electricity		1,000.00
9.1292.441.00.350.001.9	521	Property Insurance	9.1292.441.00.350.001.9	524	General Insurance		1,404.90
9.1292.441.00.350.001.9	522	Vehicle Liability Insurance	9.1292.441.00.350.001.9	524	General Insurance		894.98
9.1292.441.00.350.001.9	607	Household & Janitorial Supplies	9.1292.441.00.350.001.9	524	General Insurance		11.87
9.1292.441.00.350.001.9.	584	Registration Fees	9.1292.441.00.350.001.9.	665	Minor Computer Equipment		2,000.00
9.1292.441.00.350.001.9.	607	Household & Janitorial Supplies	9.1292.441.00.350.001.9.	601	Office & Computer Supplies		2,500.00
9.1292.441.00.350.001.9.	604	Medical & Lab Supplies	9.1292.441.00.350.001.9.	601	Office & Computer Supplies		2,500.00
Total:						\$	19,311.75

Reason: To cover for expendiutures for FY 09

Approved By:

DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-16854

2.E.

WIC-EBT

CC CONSENT

Date: 08/18/2009
Submitted By: Margarita Gonzalez, WIC
Department: WIC
Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - W.I.C. EBT (1292)

BACKGROUND

9.1292.441.00.350.009.XXX

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1292-441-00-350-009-9-XXX
FUNDS AVAILABLE Y/N?: y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
Available account balance as of 08/12/2009 665->661 ; 601->661

Attachments

Link: [EBT/LT](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	08/12/2009 02:08 PM	APRV
2	JC Carreon	JC Carreon	08/12/2009 04:27 PM	APRV
3	Auditor's Office		08/14/2009 05:30 PM	NEW

Form Started By: Margarita Gonzalez
Started On: 08/06/2009 09:29 AM
Final Approval Date: 08/14/2009

DATE: 08/05/09
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 yo for yoru consideration the following line-item transfer(s) in accordance with the Local Government Code Chapter 111, Subchapter C.

FROM			TO		
ACCOUNT NUMBER	Account Name		ACCOUNT NO.(S)	ACCOUNT NAME	AMOUNT
9.1292.441.00.350.009.9	665 Minor Computer equip	→	9.1292.441.00.350.009.9	661 Minor Office equip	6,000.00
9.1292.441.00.350.009.9	601 Office Supplies	→	9.1292.441.00.350.009.9	661 Minor Office equip	2,000.00

Total: 8,000.00

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

Department Head Signature

APPROVED COMMISSIONERS COURT

Date

ATTEST COUNTY CLERK

AI-16966

2.F.

Intradepartmental Transfer- JP Pct. 4/ PL 2 (Postage)

CC CONSENT

Date: 08/18/2009
Submitted By: Rosie Cantu, BUDGET & MANAGEMENT
Submitted For: JP Pct. 4/ Place 2
Department: BUDGET & MANAGEMENT
Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - J.P. Pct. 4 PL. 2 (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-412-00-068-001-0-605
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
\$500.00 availabel balance as of 08/13/09. rc

Attachments

Link: [Intradepartmental Transfer](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	08/13/2009 03:51 PM	APRV
2	Norma Silva	Norma Silva	08/13/2009 04:09 PM	APRV
3	Auditor's Office		08/14/2009 05:30 PM	NEW

Form Started By: Rosie Cantu
Started On: 08/13/2009 02:23 PM

Final Approval Date: 08/14/2009

DATE: August 13, 2009

DEPARTMENT Raul Silguero, Jr., Budget Officer

HEAD:

DEPARTMENT Department of Budget & Management for JP Pct. 4/ PL 2

NAME: _____

ACCOUNT

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

SUBJECT: Intradepartmental transfer(s)

Contact: Rosie Cantu

Ph#: 292-7025 ext 5408

Transfer



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

FROM Object Code	Description	TO Object Code	Description	Amount
605	CLOTHING & UNIFORMS	535	POSTAGE	\$ 300.00
TOTAL				\$ 300.00

REASON: TRANSFER TO FUND POSTAGE EXPENDITURES.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE _____

ATTEST COUNTY CLERK

AI-16963

2.G.

Line Item Transfer

CC CONSENT

Date: 08/18/2009
Submitted By: Esther Contreras, 370TH DISTRICT COURT
Submitted For: Noe Gonzalez, Judge Presiding
Department: 370TH DISTRICT COURT
Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - 370th District Court (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-412-00-007-001-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
Available account balance as of 08-14-09

Attachments

Link: [LINETRANSFER](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	08/13/2009 03:09 PM	APRV
2	Veronica Ortiz	Veronica Ortiz	08/14/2009 04:28 PM	APRV
3	Auditor's Office		08/14/2009 05:30 PM	NEW

Form Started By: Esther Contreras
Started On: 08/13/2009 01:45 PM
Final Approval Date: 08/14/2009

DATE: AUGUST 13, 2009

DEPARTMENT HEAD: Noé Gonzalez

DEPARTMENT NAME: 370th District Court

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

SUBJECT: Intra Department Transfer

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 111.07, Subsection C.

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
890	OTHER	550	PRINTING & BINDING	\$ 300.00
890	OTHER	601	OFFICE & COMPUTER SUPPLIES	\$ 500.00
			TOTAL:	\$ 800.00

REASON: Transfer of funds to cover current and future expenditures.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS= COURT

DATE

ATTEST COUNT CLERK

AI-16875

2.H.

Line Item Transfer

CC CONSENT

Date: 08/18/2009
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 08/07/09

Attachments

Link: [Line Item Transfer](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	08/07/2009 09:40 AM	APRV
2	Ana Galvan	Anna Galvan	08/07/2009 03:13 PM	APRV
3	Auditor's Office		08/14/2009 05:30 PM	NEW

Form Started By: Dora Gutierrez
Started On: 08/06/2009 04:22 PM
Final Approval Date: 08/14/2009

INTRADEPARTMENTAL TRANSFER

DATE: August 17, 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
TOTAL				\$ 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-16937

2.I.

Human Services Division

CC CONSENT

Date: 08/18/2009
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:
535-->665 \$ 84.07; funds available as of 08/18/09

Attachments

Link: [Line Item Transfer](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	08/12/2009 02:23 PM	APRV
2	Manuel Chapa	Manuel Chapa	08/12/2009 03:21 PM	APRV
3	Erika Zamora	Erika Zamora	08/12/2009 03:29 PM	APRV
4	Ana Galvan	Anna Galvan	08/13/2009 01:46 PM	APRV
5	Auditor's Office		08/14/2009 05:30 PM	NEW

Form Started By: Dairen Sarmiento
Started On: 08/12/2009 01:43 PM
Final Approval Date: 08/14/2009

DATE: August 18, 2009

DEPARTMENT HEAD: Dairen Sarmiento

DEPARATMENT NAME: **HUMAN SERVICES**

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

SUBJECT: BUDGET LINE-ITEM TRANSFER(S)

Honorable Commissioners' Court of Hidalgo County:

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

FROM:		TO:	
OBJECT CODE	OBJECT NAME	OBJECT CODE	OBJECT NAME
535	Postage	665	Minor Computer Equip.

TOTAL

REASON: TO FUND PROPER OBJECT CODE.

Department Head Signature

Date

Approved Commissioners' Court

Date

Attest Count

ent

<u>AMOUNT</u>	
\$	84.07

\$	84.07

ty Clerk

AI-16887

2.J.

transfer

CC CONSENT

Date: 08/18/2009
Submitted By: Nereida Garza, HUMAN RESOURCES/CIVIL SERVICE
Department: HUMAN RESOURCES/CIVIL SERVICE
Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - Human Resources (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-415-50-190-002-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

442-->665 - \$1,835.00, Funding available as of 8/11/09.
550-->745 - \$3,169.00, Funding available as of 8/11/09.
581-->665 - \$ 500.00, Funding available as of 8/11/09.
607-->745 - \$ 845.00, Funding available as of 8/11/09.
631-->745 - \$ 318.50, Funding available as of 8/11/09.

Attachments

Link: TRANSFER

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	08/07/2009 03:29 PM	APRV
2	Norma Silva	Norma Silva	08/11/2009 09:34 AM	APRV
3	Auditor's Office	Monica Badillo	08/14/2009 05:30 PM	APRV

Form Started By: Nereida Garza
Started On: 08/07/2009 02:54 PM

Final Approval Date: 08/14/2009

DATE: 08-07-09
DEPARTMENT HEAD: Esther A. Cortez
DEPARATMENT NAME: HUMAN RESOURCES
ACCOUNT NUMBER: 9-1100-415-50-190-002-0
SUBJECT: BUDGET LINE-ITEM TRANSFER(S)

Honorable Commissioners' Court of Hidalgo County:

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

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

FROM:		TO:			
OBJECT CODE	OBJECT NAME	OBJECT CODE	OBJECT NAME	AMOUNT	
442	Rental of equip.	665	Minor computer equip.	\$	1,835.00
550	Printing & binding	745	Computer equip.	\$	3,169.00
581	in county employee travel	665	Minor computer equip.	\$	500.00
607	house hold janitorial	745	Computer equip.		\$845.00
631	bottle water	745	Computer equip.		\$318.50

REASON: to upgrade computers

TOTAL \$6,667.50

Department Head Signature Date

Approved Commissioners' Court Date

Attest County Clerk

AI-16909

2.K.

Line Item Transfer

CC CONSENT

Date: 08/18/2009
Submitted By: Norma Silva, BUDGET & MANAGEMENT
Submitted For: Civil Service
Department: BUDGET & MANAGEMENT
Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - Civil Service (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-415-50-190-001-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

550-->665 - \$3,000.00; Funding available as of 8/11/09.
535-->745 - \$ 500.00; Funding available as of 8/11/09.
631-->745 - \$ 200.00; Funding available as of 8/11/09.

Attachments

Link: [LIT](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Angela Garcia	08/11/2009 11:12 AM	APRV
2	Norma Silva	Norma Silva	08/11/2009 11:46 AM	APRV
3	Auditor's Office		08/14/2009 05:30 PM	NEW

Form Started By: Norma Silva
Started On: 08/11/2009 09:36 AM
Final Approval Date: 08/14/2009

DATE: 08-07-09
DEPARTMENT HEAD: Esther A. Cortez
DEPARATMENT NAME: *Civil Service*
ACCOUNT NUMBER: 9-1100-415-50-190-001-0
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: 9-1100-415-50-190-001-0

FROM:		TO:		
OBJECT CODE	OBJECT NAME	OBJECT CODE	OBJECT NAME	AMOUNT
550	Printing & Binding	665	Minor Computer Equip.	\$ 3,000.00
535	Postage	745	Computer Equip.	\$ 500.00
631	Bottle water	745	Computer Equip.	\$ 200.00
TOTAL				\$ 3,700.00

REASON; To upgrade computer.

Department Head Signature

Date

Approved Commissioners' Court

Date

Attest County Clerk

AI-16928

2.L.

Line Item Transfer

CC CONSENT

Date: 08/18/2009
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 (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 08/12/2009 672->434

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	08/12/2009 02:18 PM	APRV
2	JC Carreon	JC Carreon	08/12/2009 04:30 PM	APRV
3	Auditor's Office		08/14/2009 05:30 PM	NEW

Form Started By: Yolanda Orozco
Started On: 08/12/2009 10:10 AM
Final Approval Date: 08/14/2009

ATTEST COUNTY CLERK

AI-16917

2.M.

Minor computer transfer

CC CONSENT

Date: 08/18/2009
Submitted By: Angela Garcia, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - DBM Workers' Comp. Division (2202)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-2202-419-50-115-065-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N
BUDGETARY IMPACT:
583-->665 - \$1,500.00; Funding available as of 8/12/09.

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	08/11/2009 04:37 PM	APRV
2	Norma Silva	Norma Silva	08/12/2009 10:34 AM	APRV
3	Auditor's Office		08/14/2009 05:30 PM	NEW

Form Started By: Angela Garcia
Started On: 08/11/2009 03:41 PM
Final Approval Date: 08/14/2009

BUDGET INTRADEPARTMENTAL TRANSFER REQUEST

DATE: 08/11/09

DEPARTMENT HEAD: RAUL SILGUERO JR.

DEPARTMENT NAME: DBM - WORKERS' COMP. DIVISION

ACCOUNT NUMBER: 9-2202-419-50-115-065-0-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
583	TRAVEL OUT OF COUNTY	665	MINOR COMPUTER EQUIPMENT	\$1,500.00
			TOTAL	1,500.00

REASON: TO PAY OUTSTANDING INVOICE

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS COURT

DATE _____

ATTEST COUNTY CLERK

AI-16919

2.N.

Intradepartmental line Item Transfers

CC CONSENT

Date: 08/18/2009
Submitted By: Irma Castillo, PLANNING DEPT.
Submitted For: Irma Castillo
Department: PLANNING DEPT.
Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - Planning Dept. (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-419-10-210-001-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

665-->601 - \$255.00; Funding available as of 8/13/09.
665-->336 - \$630.19; Funding available as of 8/13/09.

Attachments

Link: [LIT](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	08/12/2009 02:13 PM	APRV
2	Norma Silva	Norma Silva	08/13/2009 03:24 PM	APRV
3	Auditor's Office		08/14/2009 05:30 PM	NEW

Form Started By: Irma Castillo
Started On: 08/11/2009 04:28 PM
Final Approval Date: 08/14/2009



Raul E. Segin, P.E., C.F.M. **HIDALGO COUNTY**
Planning Administrator **PLANNING DEPT.**

DATE: August 11, 2009

DEPARTMENT HEAD: Raul E. Segin, P.E.

DEPARTMENT NAME: Planning Department

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

SUBJECT: BUDGET LINE ITEM TRANSFER(S)

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

FROM ACCOUNT NUMBER	ACCOUNT NAME	TO ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
9-1100-419-10-210-001-0-665	Minor Computer Equipment	9-1100-419-10-210-001-0-601	Office & Computer Supplies	\$255.00
9-1100-419-10-210-001-0-665	Minor Computer Equipment	9-1100-419-10-210-001-0-336	Computer Services	\$630.19
				\$885.19

Reason: Need monies to purchase a computer with software and Licenses for the new Tech being employed for the Pct. 2 Drainage Project. I am aware that object 665 is a restricted object code, however the items will be used for the same use, computers; computer software/licenses. The software is the Microsoft Volume License and the other is the annual subscription fee for the Civil 3D Standalone License.

Department Head Signature

Approved Commissioners' Court

Date

Attest County Clerk

ed

AI-16929

2.O.

Intradepartmental Transfer

CC CONSENT

Date: 08/18/2009
Submitted By: Erika Reyna, COUNTY JUDGE
Department: COUNTY JUDGE
Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - County Judge's Office (1287)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1287-465-20-110-070-9-
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
Obj. code 350 --> 311 \$50,000.00; Available balance as of 08/12/09 \$104,000.00.

Attachments

Link: [Line Item Transfer](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	08/12/2009 02:19 PM	APRV
2	Ana Galvan	Anna Galvan	08/13/2009 01:26 PM	APRV
3	Auditor's Office		08/14/2009 05:30 PM	NEW

Form Started By: Erika Reyna
Started On: 08/12/2009 10:19 AM
Final Approval Date: 08/14/2009

BUDGET INTRADEPARTMENTAL TRANSFER

DATE: August 12, 2009

DEPARTMENT HEAD: Judge J.D. Salinas III

DEPARTMENT NAME: County Judge's Office

ACCOUNT NUMBER: 9-1287-465-20-110-070-9-XXX

CONTACT PERSON: Erika G. Reyna PHONE: 318-2600 x 5028

SUBJECT: Budget Intradepartmental Transfer

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 OBJECT CODE	OBJECT NAME	TO OBJECT CODE	OBJECT NAME	AMOUNT
350	Other Services	311	Mgmt. Consulting Services	\$ 50,000.00
			TOTAL:	\$ 50,000.00

REASON: Transfer needed to pay for services rendered.

DEPARTMENT HEAD SIGNATURE

August 18, 2009
CC DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-16922

2.P.

**Constable Precinct 3 Line Item Transfer
CC CONSENT**

Date: 08/18/2009
Submitted By: Rachel Cavazos, CONSTABLE PCT. #3
Submitted For: Larry Gallardo
Department: CONSTABLE PCT. #3
Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - Constable Pct. #3 (1285)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1285-421-00-293-006-9-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
Available account balance as of 08-14-09

Attachments

Link: [Line Item Transfer 08-12-09](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	08/12/2009 02:14 PM	APRV
2	Veronica Ortiz	Veronica Ortiz	08/14/2009 04:22 PM	APRV
3	Auditor's Office		08/14/2009 05:30 PM	NEW

Form Started By: Rachel Cavazos
Started On: 08/12/2009 08:58 AM
Final Approval Date: 08/14/2009

AI-16932

2.Q.

**Constable Precinct 3 Line Item Transfer
CC CONSENT**

Date: 08/18/2009
Submitted By: Rachel Cavazos, CONSTABLE PCT. #3
Submitted For: Larry Gallardo
Department: CONSTABLE PCT. #3
Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - Constable Pct. #3 (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-421-00-293-001-0-XXX
FUNDS AVAILABLE Y/N?: y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
Available account balance as of 08/12/2009 442->336

Attachments

Link: [Line item Transfer 08-18-09](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	08/12/2009 02:21 PM	APRV
2	JC Carreon	JC Carreon	08/12/2009 04:23 PM	APRV
3	Auditor's Office		08/14/2009 05:30 PM	NEW

Form Started By: Rachel Cavazos
Started On: 08/12/2009 10:50 AM
Final Approval Date: 08/14/2009

AI-16945

2.R.

2009 Pct. #1 Parks (1211)

CC CONSENT

Date: 08/18/2009
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 08/13/2009 350->411

Attachments

Link: 2009 Pct. #1 Parks (1211)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	08/13/2009 08:49 AM	APRV
2	JC Carreon	JC Carreon	08/13/2009 09:41 AM	APRV
3	Auditor's Office		08/14/2009 05:30 PM	NEW

Form Started By: JOANN GONZALEZ
Started On: 08/12/2009 04:09 PM
Final Approval Date: 08/14/2009

MEETING REQUEST DATE: August 18, 2009

DEPARTMENT NAME: PCT #1 PARKS

ACCOUNT NUMBER: 9-1211-452-00-121-013-0-XXX

SUBJECT: Budget Line-Item Transfer(s)

Honorable Commissioners' Court of Hidalgo County:

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

[illegible]

REASON: NEEDED TO COVER FUTURE EXPENSES

DEPARTMENT HEAD SIGNATURE _____ NOE MONTEZ

	/ /	
APPROVED COMMISSIONERS' COURT	DATE	ATTEST COUNTY CLERK

AI-16946

2.S.

2009 Pct. #1 Sanitation (1100)

CC CONSENT

Date: 08/18/2009
Submitted By: JOANN GONZALEZ, COMM. PCT. #1
Department: COMM. PCT. #1
Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - Pct. #1 Sanitation (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-432-00-121-001-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N
BUDGETARY IMPACT:
431-->432 \$ 400.00; funds available as of 08/13/09

Attachments

Link: [Line Item Transfer](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	08/13/2009 08:49 AM	APRV
2	Ana Galvan	Anna Galvan	08/13/2009 01:57 PM	APRV
3	Auditor's Office		08/14/2009 05:30 PM	NEW

Form Started By: JOANN GONZALEZ
Started On: 08/12/2009 04:20 PM
Final Approval Date: 08/14/2009

DATE: August 17, 2009

MEETING REQUEST DATE: August 18, 2009

DEPARTMENT HEAD: COMMISSIONER SYLVIA HANDY

DEPARTMENT NAME: PCT #1 SANITATION

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

SUBJECT: Budget Line-Item Transfer(s)

Honorable Commissioners' Court of Hidalgo County:

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

[illegible]

REASON: NEEDED TO COVER FUTURE EXPENSES

DEPARTMENT HEAD SIGNATURE _____ NOE MONTEZ

APPROVED COMMISSIONERS' COURT _____ DATE / /

ATTEST COUNTY CLERK

AI-16939

2.T.

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

Date: 08/18/2009
Submitted By: Yolanda Cisneros, COMM. PCT. #2
Submitted For: Yolanda Cisneros
Department: COMM. PCT. #2
Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - Pct. #2 Administration (1202)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1202-431-00-122-005--0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funding available in the amount of \$2,500.00 as of 08/12/2009.
From 661----->607 in the amount o \$400.

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	08/12/2009 03:43 PM	APRV
2	Norma Silva	Norma Silva	08/13/2009 04:04 PM	APRV
3	Auditor's Office		08/14/2009 05:30 PM	NEW

Form Started By: Yolanda Cisneros
Started On: 08/12/2009 02:07 PM
Final Approval Date: 08/14/2009

DATE: August 12, 2009

2009
Transfer



DEPARTMENT
HEAD: Hector "Tito" Palacios

DEPARTMENT
NAME: Hidalgo County Precinct No. 2

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

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

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM	OBJECT DESCRIPTION	TO	OBJECT DESCRIPTION	AMOUNT
OBJECT CODE		OBJECT CODE		
661	MINOR OFFICE FURN & EQUIPMENT	607	HOUSEHOLD & JANITORIAL SUPPLIES	\$400.00
TOTAL				\$400.00

REASON:
Transfer needed for the continued operation of the department.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

AI-16941

2.U.

Budget Line-Item Transfer for electricity bill

CC CONSENT

Date: 08/18/2009
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 County Wide Shop (1200)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1200-431-00-122-004-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
Funding available in the amount of \$ as of 08/12/2009

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	08/12/2009 03:53 PM	APRV
2	Veronica Ortiz	Veronica Ortiz	08/13/2009 09:49 AM	APRV
3	Auditor's Office		08/14/2009 05:30 PM	NEW
Form Started By: Yolanda Cisneros		Started On: 08/12/2009 02:11 PM		
Final Approval Date: 08/14/2009				

DATE: August 12, 2009

2009

Transfer



DEPARTMENT
HEAD: Hector "Tito" Palacios

DEPARTMENT
NAME: Hidalgo County Precinct No.2

ACCOUNT NUMBER: 9-1200-431-00-122-004-0-XXX County Wide Shop

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

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

Honorable Commissioners' Court of Hidalgo County:

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

[illegible]

REASON:
Transfer needed to cover some expected expenditure for electricity to the department.

DEPARTMENT HEAD SIGNATURE

8/12/2009
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-16930

2.V.

Pct #3 Transfer

CC CONSENT

Date: 08/18/2009
Submitted By: Norma Ceballos, COMM. PCT. #3
Department: COMM. PCT. #3
Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - Pct. #3 Parks (1213)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1213-452-00-123-008-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

442-->608 - \$ 50.00; Funding available as of 8/13/09.
664-->679 - \$1,000.00, Funding available as of 8/13/09.

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	08/12/2009 02:20 PM	APRV
2	Norma Silva	Norma Silva	08/13/2009 03:55 PM	APRV
3	Auditor's Office		08/14/2009 05:30 PM	NEW

Form Started By: Norma Ceballos
Started On: 08/12/2009 10:34 AM
Final Approval Date: 08/14/2009

INTRA-DEPARTMENTAL TRANSFER

DATE: August 18, 2009

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

DEPARTMENT NAME: Hidalgo County Precinct #3 Parks

ACCOUNT NUMBER: 9-1213-452-00-123-008-0-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
442	Pct #3 Parks-Equip & Vehicle Rentals	608	Pct #3 Parks-Household & Institutional	\$ 50.00
664	Pct #3 Parks-Other Minor Equip.	679	Pct #3 Parks-Other R&M Supplies	\$ 1,000.00
TOTAL				\$ 1,050.00

REASON: Expected Expenses

DEPARTMENT HEAD SIGNATURE

CC DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-16931

2.W.

Pct #3 Transfer

CC CONSENT

Date: 08/18/2009
Submitted By: Norma Ceballos, COMM. PCT. #3
Department: COMM. PCT. #3
Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - Pct. #3 Sanitation (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-432-00-123-001-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
Available account balance as of 08-13-09

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	08/12/2009 02:21 PM	APRV
2	Veronica Ortiz	Veronica Ortiz	08/13/2009 09:48 AM	APRV
3	Auditor's Office		08/14/2009 05:30 PM	NEW

Form Started By: Norma Ceballos
Started On: 08/12/2009 10:37 AM
Final Approval Date: 08/14/2009

INTRA-DEPARTMENTAL TRANSFER

DATE: April 18, 2009

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

DEPARTMENT NAME: Hidalgo County Precinct #3 Sanitation

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

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

SUBJECT: 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
432	Pct #3 Sanitation - Repair & Maintenance Serv	890	Pct #3 Sanitation-Other	\$ 1,500.00
584	Pct #3 Sanitation - Registration Fee	890	Pct #3 Sanitation-Other	\$ 1,500.00
584	Pct #3 Sanitation - Registration Fee	631	Pct #3 Sanitation-Bottled Water	\$ 500.00
TOTAL				\$ 3,500.00

REASON: To cover expected expenses

DEPARTMENT HEAD SIGNATURE

CC DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-16918

2.X.

Pct 4 Administration (1204)

CC CONSENT

Date: 08/18/2009
Submitted By: Jr. Munoz, COMM. PCT. #4
Department: COMM. PCT. #4
Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - Pct. #4 Administration (1204)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1204-431-00-124-005-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
Available account balance as of 08-13-09

Attachments

Link: [transfer](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	08/11/2009 04:38 PM	APRV
2	Veronica Ortiz	Veronica Ortiz	08/13/2009 09:47 AM	APRV
3	Auditor's Office		08/14/2009 05:30 PM	NEW

Form Started By: Jr. Munoz
Started On: 08/11/2009 03:56 PM
Final Approval Date: 08/14/2009

ATTEST COUNTY CLERK

AI-16970

2.Y.

Pct 4 Administration (1204)

CC CONSENT

Date: 08/18/2009
Submitted By: Jr. Munoz, COMM. PCT. #4
Department: COMM. PCT. #4
Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - Pct. #4 Administration (1204)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009	ACCT. #: 9-1204-431-00-124-005-0-XXX
FUNDS AVAILABLE Y/N?: Y	MATCHING FUNDS Y/N?: N
BUDGETARY IMPACT:	
890-->343 \$ 358.09	
671-->343 \$ 391.91	

Attachments

Link: [Line Item Transfer](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	08/14/2009 09:32 AM	APRV
2	Ana Galvan	Anna Galvan	08/14/2009 04:18 PM	APRV
3	Auditor's Office		08/14/2009 05:30 PM	NEW

Form Started By: Jr. Munoz

Started On: 08/14/2009 09:16 AM

Final Approval Date: 08/14/2009

DATE: August 11, 2009 **AI#** 16970

DEPARTMENT HEAD: Commissioner Oscar L. Garza Jr.

DEPARTMENT NAME: Hidalgo County Pct. #4 - Administration

ACCOUNT NUMBER: 9-1204-431-00-124-005-0-XXX

SUBJECT: Intradepartmental Transfer/s

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM	OBJECT NAME	TO	OBJECT NAME
890	Other	343	Laundry & Dry Cleaning
671	Bldg. & Other Struc R&M Suppl	343	Laundry & Dry Cleaning

TOTAL

REASON: To expected expenses.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COURT CLERK

th

AMOUNT	
\$	358.09
	391.91
\$	750.00

NTY CLERK

AI-16900

4.A.

July 2009 Fee Report

CC CONSENT

Date: 08/18/2009
Submitted By: Norma Martinez, DISTRICT CLERK
Submitted For: Norma Martinez
Department: DISTRICT CLERK
Agenda Category: Monthly Fee Reports

Information

CAPTION

District Clerk:
Approval of July 2009 monthly fees report.

BACKGROUND

Fiscal Impact

FISCAL YEAR: ACCT. #:
FUNDS AVAILABLE Y/N?: MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
No Budgetary Impact.

Attachments

Link: District Clerk July 2009 Fee Report

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	08/11/2009 02:31 PM	APRV
2	Sylvia Solis	Sylvia Solis	08/11/2009 04:29 PM	APRV
3	Auditor's Office		08/14/2009 05:30 PM	NEW

Form Started By: Norma Martinez
Started On: 08/10/2009 12:17 PM
Final Approval Date: 08/14/2009

HIDALGO COUNTY DISTRICT CLERK MONTHLY FEE REPORT

PAGE 1 OF 3

FOR THE MONTH OF JULY 2009

DISTRICT COURT FEES (LGC 133.151(a)(1)&(a)(2))

			# OF CASES				
DIVORCE & FAMILY LAW CASES	\$ 10,638.00						
LESS: PARTIAL PAYMENT	\$ 63.00	\$ 10,575.00	# 235	X \$45.00	= \$ 10,575.00	1100-207-20-000-051-0-000	\$ 10,575.00
OTHER THAN DIVORCE/FAMILY	\$ 15,190.00						
LESS: PARTIAL PAYMENT	\$ 40.00	\$ 15,150.00	# 303	X \$50.00	= \$ 15,150.00	1100-207-20-000-052-0-000	\$ 15,150.00
INDIGENT LEGAL SERVICES (LGC 133.152 (a)(1)-(2))							
DIVORCE & FAMILY LAW CASES	\$ 350.00						
LESS: PARTIAL PAYMENT	\$ -	\$ 350.00	# 70	FAMILY X \$5.00	= \$ 350.00		
OTHER THAN DIVORCE/FAMILY	\$ 970.00						
LESS: PARTIAL PAYMENT	\$ -	\$ 970.00	# 97	CIVIL X \$10.00	= \$ 970.00	1100-207-20-000-050-0-000	\$ 1,320.00

JUDICIAL SUPPORT FEE (LGC 133.154) @ \$37.00 AFTER 12/1/05	# 25	CASES	= \$ 925.00		
JUDICIAL SUPPORT FEE (LGC 133.154) @ \$42.00 AFTER 1/1/08	# 510	CASES	= \$ 21,420.00	1100-207-20-000-055-0-000	\$ 22,345.00
FAMILY PROTECTION FEE (GC 51.961) AFTER 6/15/07 @ \$15.00				1100-341-10-090-011-0-000	\$ 2,898.00

CLERK COST (GC 51.317(b)(1)&(b-1))	\$ 26,998.00	\$50-<10, \$75(11-25), \$100(26-100), \$125(101-500), \$150(501-1000) \$200>1000	
OTHER CLERK COST (GC 51.317-319)	\$ 19,429.47		
TIME PAYMENT (LGC 133.103) @ \$10.00		\$ 1,723.96	
PHOTO & CERTIFIED COPIES (GC 51.318(b)(7)-(8))		\$ 12,323.75	
OTHER FEES:			
REGISTRY ADMINISTRATION FEE (LGC 117.055)		\$ 501.63	
REGISTRY ADMINISTRATION INTEREST (LGC 117.054)		\$ 4,392.34	
NSF CHECK FEE (LGC 118.141)		\$ 60.00	

TOTAL CLERK'S FEES..... \$ 65,429.15

INTEREST EARNED FOR THE MONTH OF JULY 2009

COURT FEES:					
DISTRICT ATTORNEY (CCP 102.008)				1100-361-11-000-005-0-000	\$ -
DISTRICT ATTORNEY BOND FORFEITURES COMMISSIONS (GC 41.005)				1100-341-10-090-007-0-000	\$ 255.57
PROTECTIVE ORDER (D.A. FEES, FC 71.04) @ \$150.00				1100-341-10-090-008-0-000	\$ 7,593.75
TIME PAYMENT ADMINISTRATION OF JUSTICE (LGC 133.103) @ \$ 2.50				1100-341-10-000-003-0-000	\$ -
TIME PAYMENT (LGC 133.103) @ \$12.50				1100-341-10-090-002-0-000	\$ 430.99
LOCAL (CRIMINAL) TRANSACTION FEE (CCP 102.072) @ \$2.00				1100-207-20-000-005-0-000	\$ 2,154.95
APPELLATE JUD. SYS. FUND (GC 22.2141) @ \$5.00				1100-341-10-090-003-0-000	\$ 3,114.00
MASTER COURT FEES (14.82gFC) @ \$7.00				1100-207-20-000-001-0-000	\$ 2,285.00
JURY FEES (CCP 102.004) @ \$30.00				1100-341-10-090-004-0-000	\$ -
PASPORT EXECUTION FEE @ \$25.00				1100-341-10-090-006-0-000	\$ 5,614.71
PASPORT PHOTO FEE @ \$15.00				1100-341-10-090-013-0-000	\$ 29,625.00
SHERIFF FEES (CCP 102.011) \$ 15,100.00				1100-341-10-090-014-0-000	\$ 3,300.00
SHERIFF FEES (HCSO) \$ 4,751.57					
CONSTABLE FEES (CCP 102.011)				1100-342-10-90-001-0-000	\$ 19,851.57
		PCT. 1.		1100-342-10-291-000-0-000	\$ -
		PCT. 2.		1100-342-10-292-000-0-000	\$ -
		PCT. 3.		1100-342-10-293-000-0-000	\$ -
		PCT. 4.		1100-342-10-294-000-0-000	\$ -
		PCT. 5.		1100-342-10-295-000-0-000	\$ -
PUBLIC DEFENSE ATTY'S FEES (CCP 26.05)				1100-351-20-090-001-0-000	\$ 11,790.35
FINES (LGC 113.004)				1200-351-10-090-000-0-000	\$ 78,800.38
BOND FORFEITURES (CCP 22.16)				1200-352-10-090-001-0-000	\$ 44,181.25
COURTHOUSE SECURITY FUND (291.008 LGC/102.017 CCP)				1241-341-10-090-001-0-000	\$ 3,151.78
# CIVIL FILINGS X \$5.00	=	\$ 2,335.00			
# FELON. CONV. X \$5.00	=	\$ 816.78			
# MISD. CONV. X \$3.00	=	\$ -			
COUNTY RECORDS MANAGEMENT & PRESERVATION (GC 51.317/ CCP 102.005)				1238-341-20-090-001-0-000	\$ 6,377.64
# CIVIL FILINGS X \$5.00	=	\$ 2,700.00			
# CRIM. CONV. X \$22.50	=	\$ 3,677.64			
DISTRICT CLERK RECORDS MANAGEMENT & PRESERVATION (GC 51.317 (b)(4))				1235-341-10-090-000-0-000	\$ 3,062.04
# CIVIL FILINGS X \$5.00	=	\$ 2,685.00			
# CRIM. FILINGS X \$2.50	=	\$ 377.04			
COURT REPORTER SERVICE FEE (GC 51.601) @ \$15.00				1239-341-10-090-001-0-000	\$ 7,209.40
JUVENILE DELINQUENCY PREVENTION FUND (CCP 102.0171) @ \$5.00				1240-341-10-090-001-0-000	\$ 100.00
LAW LIBRARY FEES (LGC 323.023) @ \$30.00				1247-341-10-090-001-0-000	\$ 14,000.00

OTHER COURT FEES:

CRIMINAL CLERK FEE (CCP ART. 102.005)	\$ 6,708.86
LAW ENFORCEMENT LAB COSTS (CCP ART 42.12 SEC 11)	\$ 519.00
CRIME STOPPERS - ADULT PROBATION DEPT.	\$ 97.05
MOTHERS AGAINST DRUNK DRIVING	\$ 109.77
WOMEN TOGETHER EMERGENCY SHELTER	\$ -
ESTRELLA'S HOUSE	\$ -
ATTORNEY AD-LITEM	\$ 5,000.00

SUBTOTAL	\$ 12,434.68
LESS: LAW ENFORCEMENT LAB COSTS	\$ (519.00)
LESS: CRIME STOPPERS	\$ (97.05)
LESS: MOTHERS AGAINST DRUNK DRIVING	\$ (109.77)
LESS: WOMEN TOGETHER EMERGENCY SHELTER	\$ -
LESS: ESTRELLA'S HOUSE	\$ -
LESS: ATTORNEY AD-LITEM	\$ (5,000.00)
TOTAL OTHER COURT FEES	\$ 6,708.86

HIDALGO COUNTY DISTRICT CLERK MONTHLY FEE REPORT

PAGE 2 OF 3

FOR THE MONTH OF JULY 2009

CONSOLIDATED COURT COST(LGC133.102) 1/1/04
 FEL@ \$133.00 A&B MISD@ \$83.00 MISD@ \$40.00 1100-207-20-000-015-0-000 \$ 20,390.95
 9/1/97-12/31/03 (CCP102.075(a))
 FEL@ \$80.00 A&B MISD@ \$40.00 MISD@ \$17.00

CRIMINAL JUSTICE FEES (CCP 102.51)	PRIOR 8/31/97 FEL @ \$20.00 MISD @ \$10.00	1100-207-20-000-003-0-000	\$ 10.29
BREATH ALCOHOL TESTING (CCP 102.016)	9/1/91-8/31/97 @ \$30.00	1100-207-20-000-006-0-000	\$ -
COMPREHENSIVE REHABILITATION (CCP 102.81)	9/1/91-8/31/97 @ \$25.00	1100-207-20-000-008-0-000	\$ 12.86
LAW ENFORCE EDUC. FUND(GC 415.082)	PRIOR 8/29/93@ \$1.00, 8/30/93-8/31/95 @ \$1.50	1100-207-20-000-011-0-000	\$ 0.79
CRIME STOPPERS (CCP 102.013) @ \$2.00	9/1/95-8/31/97@ \$3.50	1100-207-20-000-014-0-000	\$ 1.04
ABUSED CHILDREN'S COUNSELING (CCP 37.072)	9/1/89-8/31/97 @ \$2.00	1100-207-20-000-016-0-000	\$ -
JUVENILE CRIME & DELIQUENCY(CCP 102.075 (m))	9/1/97-8/31/01 @ \$0.25, 9/1/01-12/31/03 @ \$0.50	1100-207-20-000-007-0-000	\$ 3.19
FUGITIVE APPREHENSION FUND (CCP 102.19)	9/1/97-12/31/03 @ \$5.00	1100-207-20-000-009-0-000	\$ 48.44
CRIME VIC. COMP. FUND (CCP 56.55)	9/1/85-8/31/93 FEL @ \$20.00 MISD @ \$15.00	1100-207-20-000-017-0-000	\$ 419.86
JUDICIAL&COURT PERSON. TRAINING (GC 56.001)	9/1/93-12/31/03 FEL @ \$45.00 MISD @ \$35.00	1100-207-20-000-027-0-000	\$ 14.00
CORRECTIONAL MGMT INST OF TX (CCP 102.075(n))	9/1/85-8/30/99 @ \$1.00, 8/31/99-12/31/03 @ \$2.00	1100-207-20-000-029-0-000	\$ 1.69
	9/1/01-12/31/03 @ \$0.50		

STATE AGENCY ARREST FEES (CCP 102.011, LGC 133.104)
 DPS: @ \$35.00..... 1100-207-20-000-019-0-000 \$ 741.95
 TABC: @ \$35.00..... 1100-207-20-000-020-0-000 \$ 20.22
 P & W: @ \$35.00..... 1100-207-20-000-021-0-000 \$ -
 DNA TESTING FEE (CCD 102.020, GC 411.1471(a)(1) or (a)(2) \$250.00, GC 411.1471(a)(3) \$50.00) 1100-207-20-000-030-0-000 \$ 760.56
 JUVENILE PROBATION DIVERSION FUND (FC ART 54.0411) @ \$20.00..... 1100-207-20-000-033-0-000 \$ 20.00
 JURY SERVICE FUND (SB 1704) @ \$4.00..... 1100-207-20-000-053-0-000 \$ 587.47
 JUDICIAL SUPPORT FEE - STATE -(LGC 133.105) @ \$3.40..... 1100-207-20-000-054-0-000 \$ 723.65
 JUDICIAL SUPPORT FEE - COUNTY -(LGC 133.105) @ \$0.60..... 1100-341-10-090-009-0-000 \$ 86.33
 STATE TRAFFIC FEE (TRC 542.4031) AFTER 9/1/03 @ \$30.00..... 1100-207-20-000-035-0-000 \$ -
 NONDISCLOSURE FEE (GC 411.081(d)-(h)) # 0 cases AFTER 9/1/03 @ \$28.00..... 1100-207-20-000-037-0-000 \$ 476.00
 EXPUNGMENT OF OFFENSES FOR MINORS (CCP 102.006 AND GC103.021) AFTER 1/1/06 @ \$30.00..... 1100-341-10-090-010-0-000 \$ -
 DRUG COURT FEE-COUNTY (CCP 102.0178) AFTER 6/15/07..... 1100-341-10-090-012-0-000 \$ 1,289.76
 DRUG COURT FEE-STATE (CCP 102.0178) AFTER 6/15/07..... 1100-207-20-000-058-0-000 \$ 1,289.76
 EMS TRAUMA FUND (CCP 102.0185 PC CHAP.49) AFTER 1/1/04 @ \$100.00..... 1100-207-20-000-038-0-000 \$ 2,359.93
 Indigent Defense Representation Fund (LGC 133.107) AFTER 1/1/08 @ \$ 2.00..... 1100-207-20-000-059-0-000 \$ 227.79
 COUNTY CHILD ABUSE PREVENTION FUND (CCP 102.0186) AFTER 1/1/06 @ \$100.00..... 1234-341-10-090-000-0-000 \$ 232.22
 MENTAL HEALTH EXPERTS COMPENSATION..... 1100-360-00-000-000-0-000 \$ -
 RESTITUTION FEE / STATE (CCP 42.037) AFTER 1/1/06 @ \$6.00..... \$ -
 RESTITUTION FEE / COUNTY (CCP 42.037) AFTER 1/1/06 @ \$6.00..... \$ -
 DUE TO GENERAL (95' COMPTROLLER AUDIT)..... 1100-360-00-000-000-0-000 \$ -
TOTAL FEES COLLECTED FOR PAYMENT TO COUNTY TREASURER 1100-227-30-000-019-0-000 **\$ 397,043.14**

TOTAL CASH RECEIVED \$ 410,028.16
 LESS: AMOUNT PAID TO COUNTY TREASURER \$ 397,043.14
 AMOUNT DUE TO COUNTY TREASURER \$ -
 AMOUNT OVERPAID TO COUNTY TREASURER \$ -
 OTHER DISBURSEMENTS \$ 2,884.45
TOTAL DISBURSEMENTS \$ 399,927.59
NET AMOUNT AVAILABLE FOR DEPOSIT TO CLERK'S FEE ACCOUNT **\$ 10,100.57**

PROOF:

AMOUNT RECEIVED:	\$ 4,990.75
AMOUNT LIQ.:	\$ (724.00)
PARTIAL PAYMENT: DISTRICT & FAMILY LAW CASES	\$ 63.00
PARTIAL PAYMENT: OTHER THAN DIVORCE/FAMILY LAW CASES	\$ 40.00
PARTIAL PAYMENT: INDIGENT LEGAL SERVICE FEE	\$ -
CRIME STOPPERS (ADULT PROBATION):	\$ 97.05
LAW ENFORCEMENT LAB COSTS (DPS):	\$ 519.00
MOTHERS AGAINST DRUNK DRIVING	\$ 109.77
WOMEN TOGETHER EMERGENCY SHELTER	\$ -
ESTRELLA'S HOUSE	\$ -
ATTORNEY AD-LITEM	\$ 5,000.00
ADULT PROBATION:	\$ -
SHORTAGE/OVERAGE	\$ 5.00
NET AMOUNT	\$ 10,100.57

HIDALGO COUNTY DISTRICT CLERK MONTHLY FEE REPORT

PAGE 3 OF 3

FOR THE MONTH OF JULY 2009

REMITTANCES TO COUNTY TREASURER:

	DATE	CHECK NUMBER	AMOUNT	TREASURER REC #
CIVIL1)	07/02/09	37156	\$ 67,130.61	130096
CIVIL2)	07/10/09	37201	\$ 35,204.28	130666
CIVIL3)	07/11/09	37202	\$ 6,275.00	130667
CIVIL4)	07/17/09	37209	\$ 52,193.13	130716
CIVIL5)		0	\$ 51,883.26	0
CIVIL6)		0	\$ 37,632.91	0
CIVIL6)		0	\$ -	0
CIVIL6)		0	\$ -	0
CIVIL6)		0	\$ -	0
CRM1)	07/01/09	37182	\$ 3,816.06	130262
CRM2)	07/02/09	37183	\$ 7,658.00	130263
CRM3)	07/08/09	37184	\$ 27,192.07	130264
CRM4)	07/10/09	37203	\$ 6,759.00	130668
CRM5)	07/15/09	37204	\$ 19,249.32	130669
CRM6)		0	\$ 12,268.00	0
CRM7)		0	\$ 18,692.25	0
CRM8)		0	\$ 24,323.75	0
CRM9)			\$ 15,622.25	0
CRM10)			\$ 11,143.25	

TOTAL AMOUNT OF REMITTANCES

 =====
 \$ 397,043.14
 =====
PREPARED BY: [Signature]

BOOKKEEPER

DATE

REVIEWED BY: [Signature]

ACCOUNTANT

DATE

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

[Signature]
 8/10/09
 INTERNAL AUDIT

[Signature]
 DISTRICT CLERK SIGNATURE

8/10/09
 DATE

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

COUNTY AUDITOR'S FORM ARS-DC-002, 01/2006

AI-16936

4.B.

County Clerk's July 2009 Monthly Reports

CC CONSENT

Date: 08/18/2009
Submitted By: Delia Rodriguez, COUNTY CLERK
Submitted For: Delia Rodriguez
Department: COUNTY CLERK
Agenda Category: Monthly Fee Reports

Information

CAPTION

County Clerk:
Approval of July 2009 monthly fees report.

BACKGROUND

County Clerk Fee Acct.	\$304,689.22
Criminal Court Costs	\$138,373.65
Civil & Probate	\$108,843.83
Total	\$551,906.70

Fiscal Impact

FISCAL YEAR:	ACCT. #:
FUNDS AVAILABLE Y/N?:	MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:	
No Budgetary Impact.	

Attachments

Link: [Monthly Report and related back-up documentation](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	08/12/2009 02:22 PM	APRV
2	Sylvia Solis	Sylvia Solis	08/12/2009 04:04 PM	APRV
3	Auditor's Office		08/14/2009 05:30 PM	NEW
Form Started By: Delia Rodriguez		Started On: 08/12/2009 01:31 PM		
Final Approval Date: 08/14/2009				



ARTURO GUAJARDO, JR.

HIDALGO COUNTY CLERK

TO: Monica Badillo, Agenda Coordinator
FROM: Arturo Guajardo, Jr., County Clerk
DATE: August 12, 2009
SUBJECT: Commissioners' Court Consent Agenda

I am hereby requesting that you please place the following item on the Commissioners' Court Consent Agenda set for August 18, 2009.

FEE AND COURT COST MONTHLY REPORTS FOR JULY, 2009
AS FOLLOWS:

FEE ACCOUNT	\$ 304,689.22
CRIMINAL COURT COST	\$ 138,373.65
CIVIL & PROBATE COURT	<u>\$ 108,843.83</u>
TOTALS JULY 2009 COLLECTIONS	<u>\$ 551,906.70</u>

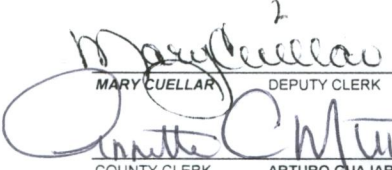
If you have any questions please do not hesitate to contact me.

AG/bs

COUNTY CLERK MONTHLY FEE REPORT

JULY
2009
****COUNTY CLERK FEE ACCOUNT****

RECORDING FEES/LGC118.013,118.011,212.004,BCC36.10.....		\$138,079.00	
MARRIAGE LICENSES/LGC118.018 (TOTAL).....		\$10,420.00	
STATE COMPTROLLER			
MARRIAGE LICENSE.....	# Filed 339	\$10,170.00	
BIRTH CERTIFICATES.....	# Filed 1412	\$2,541.60	
BIRTH DSHS.....	# Filed 66	\$120.78	
DECLARATION OF INFORMAL MARRIAGE.....	# Filed 20	\$250.00	
UCC-FINANCING STATEMENTS/BCC9.403.....		\$769.00	
LAMINATION.....		\$125.00	
VITAL STATISTICS/LGC 118.015.....			
CERTIFIED COPIES/LGC 118.014.....		\$44,228.62	
RETURNED CHECK CHARGE/LGC 118.0215.....		\$35.00	
REFUNDS.....		\$1,071.00	
BEER & WINE PERMITS/ABC 61.31.....		\$0.00	
PRINTER FEES/ABC 61.38.....		\$3,516.00	
RECEIVED ON ACCOUNT.....		\$66,620.00	
RCRDS MGMT & PRESERVATION PRGM/LGC 118.0216.....		\$46,700.00	
DIGITAL IMAGE FEES.....		\$1,500.00	
CC RECORDS ARCHIVES FEE LGC 118.025.....		\$50,198.00	
COURTHOUSE SECURITY FUND/LGC 291.008.....		\$9,705.00	
VITAL ARCHIVE FEE HSC 191.0045(h).....		\$2,174.00	
OVER/(SHORT).....		\$6.00	
INTEREST EARNED.....		\$0.00	
ADJUSTMENTS.....		\$0.00	
TOTAL CHARGES AND COLLECTIONS.....			\$388,229.00
LESS:			
CHARGES ON ACCOUNT.....			\$78,826.00
TOTAL DEPOSITED IN BANK.....			\$309,403.00
LESS:			
PRINTERS FEES/ABC 61.38.....		\$3,516.00	
BIRTH DSHS.....		\$120.78	
REFUNDS.....		\$1,071.00	
OVER/(SHORT).....		\$6.00	
SUBTOTAL.....			\$4,713.78
DUE TO TREASURER.....			\$304,689.22
DISTRIBUTION:			
COUNTY CLERK FEES.....	1100-341-10-180-002-0-000	\$181,450.62	
INTEREST EARNED.....	1100-361-11-000-008-0-000	\$0.00	
RCRDS MGMT & PRESERVATION PRGM/LGC 118.0216.....	1237-341-10-180-000-0-000	\$46,700.00	
DIGITAL IMAGE FEES.....	1100-341-10-180-013-0-000	\$1,500.00	
CC RECORDS ARCHIVE FEE LGC 118.025.....	1100-341-10-180-005-0-000	\$50,198.00	
COURTHOUSE SECURITY FUND/LGC 291.008.....	1241-341-10-180-001-0-000	\$9,705.00	
COMPTOR OF PUBLIC ACCTS-MARR FEES (MONTHLY)/LGC 118.022(a).....	1100-207-20-000-040-0-000	\$10,170.00	
COMPTOR OF PUBLIC ACCTS-BIRTH/DEATH CERT (QUARTERLY)/LGC 118.015(b).....	1100-207-20-000-039-0-000	\$2,541.60	
COMPTOR OF PUBLIC ACCTS-DECLARATION OF INFORMAL MARRIAGE/LGC 118.022(a).....	1100-207-20-000-041-0-000	\$250.00	
PRESERVATION OF VITAL STATISTICS HSC 191.0045(h).....	1100-341-10-180-010-0-000	\$2,174.00	
DISTRIBUTION TOTAL:		\$0.00	\$304,689.22
COUNTY AUDITOR'S FORM: ARS-CC-002, PART I			
REVISED 2004			

PREPARED BY:  08/06/09
MARY CUELLAR DEPUTY CLERK DATE

APPROVAL:  08/06/09
COUNTY CLERK ARTURO GUJARDO, JR. DATE

**HIDALGO COUNTY CLERK
CRIMINAL COURT COST
FOR THE MONTH OF JULY 2009**

County Clerk/CCP102.005,LGC118.052,LGC118.015	1100-341-10-180-002-0-000	\$8,865.65
Sheriff/CCP 102.011	1100-342-10-180-001-0-000	\$3,064.23
District Attorney/CCP 102.008	1100-341-10-180-009-0-000	\$5,540.21
Fines/LGC 113.004	1200-351-10-180-000-0-000	\$59,003.38
Trial Fees/CCP 102.003	1100-341-10-180-006-0-000	\$0.00
Stenographer/GC 25.1102f	1100-341-10-180-006-0-000	\$4,433.68
Crim.Just.Plan.Fd./CCP 102.051 MISD @ \$ 5.00, @ \$10.00	1100-207-20-000-003-0-000	\$0.00
L.E.O.S.E/GC415.082 .. MISD @ \$1.00,@\$1.50,@\$3.50	1100-207-20-000-011-0-000	\$0.00
Comp. To Victims Of Crime Fd./CCP 56.55 MISD @ \$3.00, @ \$5.00 @ \$10.00, @ \$12.50, @ \$15.00, @ \$35.00 (CVC)	1100-207-20-000-017-0-000	\$70.58
Arrest Fees - State Agency/CCP 102.011		
D.P.S. MISD @ \$3.00, @ \$5.00, @ \$12.00, @ \$35.00	1100-207-20-000-019-0-000	\$215.02
T.A.B.C. MISD @ \$3.00, @ \$5.00, @ \$12.00, @ \$35.00	1100-207-20-000-020-0-000	\$51.18
Jury Service Fee	1100-207-20-000-053-0-000	\$871.70
Jury - County Clerk	1100-341-10-180-008-0-000	\$22.37
Jud. & Crt. Personnel Tr. Fd./GC56.001 MISD @ \$1.00	1100-207-20-000-027-0-000	\$4.03
Probate Judge Education Fd/LGC 118.064	1100-341-10-180-007-0-000	\$0.00
Crime Stoppers Assistance Fund/CCP102.013	1100-207-20-000-014-0-000	\$0.00
State General Revenue/CCP102.015	1100-207-20-000-010-0-000	\$0.00
Comp. Rehab Fund/CCP 102.081 MISD @ \$5.00, @ \$25.00	1100-207-20-000-008-0-000	\$0.00
Breath Alcohol Testing/CCP102.016	1100-207-20-000-006-0-000	\$0.00
County Records Mgmt Preservation/LGC118.0546, 118.052, CCP102.005 MISD @ \$5.00, @ \$10.00	1238-341-20-180-001-0-000	\$4,987.65
Records Management Preservation - CC	1237-341-10-180-000-0-000	\$547.16
Courthouse Security Fund/LGC 291.007 MISD @ \$1.00, @ \$3.00, @ \$5.00	1241-341-10-180-001-0-000	\$666.29
Judicial Fund/Criminal CC Stat./GC51.702	1100-207-20-000-046-0-000	\$3,328.55
Consolidated Court Cost(CCC) CCP 102.075 MISD A,B @ \$40.00/C @ \$17.00	1100-207-20-000-015-0-000	\$18,372.34
Fugitive Apprehension Fund (FA)/CCP 102.019 @ \$5.00	1100-207-20-000-009-0-000	\$10.09
Correctional Management Institute (CMI)	1100-207-20-000-029-0-000	\$0.50
Appellate Judicial System Fund GC 22.2141	1100-207-20-000-001-0-000	\$0.00
LAB FEE		\$0.00
DDCF-Drug Court Fund/CCP Art.102.0178 GC Art.102.0215@\$50	1100-207-20-000-058-0-000	\$5,396.21
DNA TESTING FEE /CCP 102.020	1100-207-20-000-030-0-000	\$50.00
Juvenile Crime & Delinquency(JCD)/CCP 102.75(m) @ \$0.25	1100-207-20-000-007-0-000	\$0.76
Time Payment/GC 51.921 @ \$12.50	1100-207-20-000-005-0-000	\$2,462.75
Time Payment/GC 51.921 @ \$10.00 Appropriation	1100-341-10-180-002-0-000	\$1,970.19
Time Payment/GC 51.921 @ \$2.50 Admin. Of Justice	1100-341-10-180-003-0-000	\$492.57
Juvenile Delinquency Prevention Fund/CCP 102.0171 (Graffiti Eradication)	1240-341-10-180-001-0-000	\$0.00
Delinquent Fee	1100-202-00-000-004-0-000	\$207.50
Local Transaction Fee	1100-341-10-180-004-0-000	\$1,435.69
Nondisclosure Fee	1100-207-20-000-037-0-000	\$0.00
EMS Trauma Fund/CCP102.0185	1100-207-20-000-038-0-000	\$8,620.38
Public Defense Attorney/CCP26 (Court Ordered Restitution)	1100-351-20-180-001-0-000	\$6,000.86
SJFC	1100-341-10-180-012-0-000	\$131.02
SJFS	1100-207-20-000-054-0-000	\$1,146.85
IDR	1100-207-20-000-059-0-000	\$404.26
Child Safety/CCP 102.01 @ 20.00	1100-341-10-080-005-0-000	
Constable/CCP 102.011	1100-342-10-291-000-0-000	
SUBTOTAL COURT COSTS		\$138,373.65
Refunds on Probate, etc.		\$185.03
Attorney Ad Litem Fees/CP RULE 308a		\$0.00
OVER (SHORT)		\$0.00
SUBTOTAL		\$185.03
TOTAL COUNTY CLERK COLLECTIONS		\$138,558.68

PREPARED BY:

IRISELA MCNAMER

04/07/09
DATE

APPROVAL:

COUNTY CLERK

04/07/09
DATE

**HIDALGO COUNTY CLERK
CIVIL AND PROBATE COURT COST
MONTHLY REPORT
JULY 2009**

County Clerk/CCP102.005,LGC118.052,LGC118.015	1100-341-10-180-002-0-000	\$26,045.90
Sheriff/CCP 102.011	1100-342-10-180-001-0-000	\$5,240.00
County Judge/LGC 118.101.....	1100-341-10-180-001-0-000	\$295.00
Library/LGC 323.023.....	1247-341-10-180-001-0-000	\$8,880.00
Stenographer/GC 25.1102f.....	1100-341-10-180-006-0-000	\$6,940.00
Jury Fees/CCP102.004-5,CP RULE 216,GC51.60A.....	1100-341-10-180-008-0-000	\$1,650.00
Jury - County Clerk.....	1100-341-10-180-008-0-000	\$0.00
Jud. & Crt. Personnel Tr. Fd./GC56.001 MISD @ \$1.00	1100-207-20-000-027-0-000	\$0.00
Probate Judge Education Fd/LGC 118.064	1100-341-10-180-007-0-000	\$168.00
General Fund Miscellaneous Revenues	1100-360-00-000-000-0-000	\$0.00
Indigent Civil Legal Services/G.C. 51.901 @ \$5.00 & \$10.00.....	#Cases 295 1100-207-20-000-048-0-000	\$1,475.00
Probate Indigent Civil Legal Services/G.C. 51.901 @ \$5.00 & \$10	#Cases 57 1100-207-20-000-047-0-000	\$285.00
Court Reporter Service Fee/GC51.601.....	1239-341-10-180-001-0-000	\$4,445.00
Bond Forfeitures/CCP22.16.....	1200-352-10-180-001-0-000	\$13,024.42
County Records Mgmt Preservation/LGC118.0546, 118.052, CCP102.005 MISD @ \$5.00, @ \$10.00	1238-341-20-180-001-0-000	\$1,760.00
Courthouse Security Fund/LGC 291.007 MISD @ \$1.00, @ \$3.00, @ \$5.00	1241-341-10-180-001-0-000	\$1,760.00
Judicial Fund/Civil CC Stat./GC51.702.....	# Cases 295 1100-207-20-000-043-0-000	\$11,800.00
Judicial Fund - Civil Support	# Cases 293 1100-207-20-000-055-0-000	\$12,296.00
Judicial Fund/Civil CC Stat. Probate/GC51.702.....	# Cases 57 1100-207-20-000-042-0-000	\$2,280.00
SCIG-Probate Filing Fee	# Cases 53 1250-341-10-180-001-0-000	\$1,060.00
Appellate Judicial System Fund GC 22.2141.....	1100-207-20-000-001-0-000	\$1,760.00
District Attorney Bond Forfeitures Commission.....	1100-341-10-080-011-0-000	\$1,470.15
Registry Administration Fee/LGC 117.055.....	1100-341-10-180-002-0-000	\$5,785.36
Non-Disclosure Fee / GC 411.081(d).....	# Cases 1 1100-207-20-000-037-0-000	\$28.00
Interest Earnings.....	1100-361-11-000-006-0-000	\$0.00
E-File Fee.....	1100-341-10-180-002-0-000	\$396.00

TOTAL DUE TO TREASURER \$108,843.83

Refunds Due \$1,190.00
OVER (SHORT) \$0.00
SUBTOTAL \$1,190.00
TOTAL COUNTY CLERK COLLECTIONS \$110,033.83

PREPARED BY:


IRISELA MCNAMER 03/02/09
DATE

APPROVAL:


COUNTY CLERK 03/02/09
DATE

AI-16915

5.A.

**Pipeline Permit
CC CONSENT**

Date: 08/18/2009
Submitted By: Sandra Garcia, RIGHT OF WAY DEPT.
Submitted For: Joe Pena
Department: RIGHT OF WAY DEPT.
Agenda Category: Right of Way

Information

CAPTION

Texas Eastern Transmission, LP:

1. Proposes to replace a 30' steel pipeline through Canton Rd, 3300' east of Tower Rd in the Alamo Land and Sugar Company's Subdivision, Hidalgo County, Texas.

North Alamo Water Supply:

2. Bertha Acres L5 (6W WS/N 10N)- Bore- Sylvia Zamora- 3/4" service connection

Agua Special Utility District:

3. The contractor proposed to bore & install a 4" PVC casing for a 2" PVC water service across Salida Del Sol Drive. At a distance 1,600.0 feet south of FM 2221 (Mile 7 North).

BACKGROUND

Fiscal Impact

Attachments

Link: [Pipeline Permit](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	08/12/2009 03:27 PM	APRV
2	Olga Garza	Olga Garza	08/13/2009 09:17 AM	APRV
3	Auditor's Office		08/14/2009 05:30 PM	NEW
Form Started By: Sandra Garcia			Started On: 08/11/2009 02:55 PM	
Final Approval Date: 08/14/2009				

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 18th day of August, 2009 does by these presents GRANT, GIVE AND RELINQUISH TO:

Texas Eastern Transmission, LP hereinafter called Permittee, of the County of Hidalgo, Texas, the Right, Privilege and Authority to construct, reconstruct, lay and maintain a 30' 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. Proposes to replace a 30' steel pipeline through Canton Rd, 3300' east of Tower Rd in the Alamo Land and Sugar Company's Subdivision, Hidalgo County, Texas.

The granting, giving and authorizing of permission for the said aforementioned Permittee to so construct, reconstruct, lay and maintain a gas 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 18th day of August, 2009 does by these presents GRANT, GIVE AND RELINQUISH TO:

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 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:

- 2. BERTHA ACRES L5- (6W WS/N 10N)- Bore- Sylvia Zamora- ¾" service connection

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

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

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 18th day of August, 2009 does by these presents GRANT, GIVE AND RELINQUISH TO:

Aqua Special Utility District

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. The contractor proposed to bore & install a 4" PVC casing for a 2" PVC water service across Salida Del Sol Drive. At a distance 1,600.0 feet south of Fm 2221 (Mile 7 North)

The granting, giving and authorizing of permission for the said aforementioned Permittee to so construct, reconstruct, lay and maintain a 2" PVC 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-16896

6.A.

Memberships Dues-National Fire Protection Association

CC CONSENT

Date: 08/18/2009
Submitted By: Maxine Elizondo, EMERGENCY SERVICES DIVISION
Department: EMERGENCY SERVICES DIVISION
Agenda Category: Membership Dues

Information

CAPTION

Requesting approval for 2009/2010 Membership Dues for A. A. "Tony" Pena, Jr., Emergency Management Coordinator/Fire Marshal to the National Fire Protection Association in the amount of \$150.00 for one (1) year.

BACKGROUND

National Fire Protection Association sponsors training etc.

Fiscal Impact

FISCAL YEAR: 9 ACCT. #: 9-1100-422-10-300-001-0-810
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
available balance of \$2,150.00 as 08/13/09.

Attachments

Link: [Membership Dues](#)

Link: [Application](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	08/11/2009 02:30 PM	APRV
2	Roland Garcia	Rolando Garcia	08/14/2009 08:23 AM	APRV
3	Auditor's Office		08/14/2009 05:30 PM	NEW

Form Started By: Maxine Elizondo
Started On: 08/10/2009 09:08 AM
Final Approval Date: 08/14/2009

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

**THE STATE OF TEXAS
COUNTY OF HIDALGO**

I, A. A. "Tony" Pena, Jr., do hereby state that my membership in the National Fire Protection 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 to the best of my knowledge and belief the following:

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

SIGNATURE: _____

DATE: _____

TITLE: EMC / FM

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

(S E A L)

NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

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

NATIONAL FIRE PROTECTION ASSOCIATION
MEMBERSHIP DEPARTMENT
11 TRACY DRIVE
AVON, MA 02322

RECEIVED

AUG 05 2009

RECORD ID# 0004406997

PRIORITY CODE: SN-AAT-1F

COUNTY JUDGE

AA TONY PENA
EMC FIRE MARSHAL
HIDALGO CO JUDGES OFFICE OEM
100 E CANO ST FL 2D
EDINBURG, TX 78539-4582

A REVIEW OF OUR RECORDS INDICATES THAT YOU ARE NOT CURRENTLY A MEMBER OF NFPA. TO ACTIVATE THIS MEMBERSHIP, PLEASE FILL OUT THE AREAS BELOW AND RETURN IN THE ENVELOPE PROVIDED - KEEP THE YELLOW COPY FOR YOUR RECORDS. YOU MUST RESPOND BY 09/04/09 IN ORDER TO ACTIVATE MEMBERSHIP AT THIS PRICE.

JOB TITLE:

☐ ARCHITECT, ENGINEER, CONSULTANT, CONTRACTOR (C17)
☐ OWNER, PRESIDENT, MANAGER, ADMINISTRATOR (C10)
☐ FIRE CHIEF, OTHER FIRE SERVICE (A11)
☐ FACILITIES SAFETY OFFICER (F14)
☒ INSPECTOR, BUILDING OFFICIAL, FIRE MARSHAL (F03)
☐ LOSS CONTROL, RISK MANAGER, (L11)
☒ OTHER *Emergency Management (G11) Coordinator (GMC)*

ORGANIZATION TYPE:

☐ ARCHITECTURE, ENGINEERING, CONTRACTING (A14)
☐ INDUSTRIAL FIRM (FACTORY, WAREHOUSE) (C11)
☐ ELECTRICAL SERVICES, INSTALLATION (J11)
☒ FIRE SERVICE, PUBLIC AND PRIVATE (AA1)
☐ GOVERNMENT (C12)
☐ INSURANCE, RISK MANAGEMENT (B12)
☐ UTILITIES (G12)
☐ INSTITUTIONAL (HEALTH CARE, EDUCATION, DETENTION, MUSEUM) (B11)
☐ COMMERCIAL FIRM (OFFICE, RETAIL, LODGING, RESTAURANT) (G13)
☐ OTHER _____ (G11)

MEMBERSHIP TERMS: SAVE MORE BY CHOOSING MULTI-YEAR RATES!

☒ 1-YEAR \$150 ☐ 2-YEARS \$270 ☐ 3-YEARS \$390

REGULAR NFPA MEMBERSHIP IS INDIVIDUAL AND NON-TRANSFERABLE. VOTING RIGHTS BEGIN AFTER 180 DAYS OF INDIVIDUAL MEMBERSHIP. ANNUAL DUES INCLUDE A \$45.00 SUBSCRIPTION TO NFPA JOURNAL.

PAYMENT TYPE:

☐ PAYMENT ENCLOSED (MAKE CHECK PAYABLE TO NFPA)
☐ BILL ME LATER
☒ PURCHASE ORDER (PLEASE ATTACH THIS FORM TO YOUR PO)

☐ VISA	CARD # _____	EXP DATE _____
☐ MASTERCARD	CARD # _____	EXP DATE _____
☐ AMEX	CARD # _____	EXP DATE _____
☐ DISCOVER	CARD # _____	EXP DATE _____

SIGNATURE *Antonio A. Pena*
E-MAIL ADDRESS *tony.pena@co.hidalgo.tx.us*
DAYTIME PHONE # *956/218-2615*

AI-16956

7.A.

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

Date: 08/18/2009
Submitted By: Flora Vazquez, WORKERS' COMPENSATION
Department: WORKERS' COMPENSATION
Agenda Category: Budget and Management

Information

CAPTION

Self Funded 2202 Workers' Comp.:

Requesting approval of reimbursement of the Hidalgo County Workers' Compensation Claims paying account for claims paid by Tristar Risk Management in the amount of \$ 40,206.95 for the period of 07/16-31/2009 and requesting approval of wire transfer.

BACKGROUND

Fiscal Impact

Attachments

Link: [Invoice](#)

Link: [Breakdown by Org](#)

Link: [Certification](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	08/13/2009 09:26 AM	APRV
2	Olga Garza	Olga Garza	08/13/2009 10:58 AM	APRV
3	Auditor's Office		08/14/2009 05:30 PM	NEW

Form Started By: Flora Vazquez
Started On: 08/12/2009 05:26 PM

Final Approval Date: 08/14/2009

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

August 3, 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: 54171

Loss Replenishment

Re: Workers Compensation

Tristar Risk Management hereby certifies that the attached billings for losses paid 40,206.95
7/16-7/31/09 (Check#500132-500269) are in accordance with our contract with Hidalgo
County Exhibit A, dated July 1st

TOTAL CURRENT CHARGES \$ 40,206.95

Previous Balance Due \$ 37,497.29

Payments and Credits

07/31/09 Payment received - thank you 37,497.29CR

Total Payments and Credits \$ 37,497.29CR

Total Balance Due \$ 40,206.95

Due Upon Receipt

If you have any questions or need wire instructions, please call:
(562) 495-6600 ext 1028 to speak with Amanda McClure or ext 1048 to
speak with Annette Rivas

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This page will not be added after purchasing Win2PDF.

Custom Payment Total

Hidalgo County WC losses paid 7/16-7/31/09

<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: 10										472.49
Alternate Organization 1 : Headstart										
Alternate Organization 1 Total: 42										4,291.18
Alternate Organization 1 : Hidalgo County										
Alternate Organization 1 Total: 253										35,443.28
Grand Total: 305										40,206.95

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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: July 16-31, 2009

Hidalgo County's Self-Funded Workers' Compensation, Third Party Administrator (TPA) TRISTAR RISK MANAGEMENT, has submitted to my office a request to reimburse the County's CLAIMS PAYING ACCOUNT in the amount of \$ 40,206.95.

TRISTAR is certifying to my office that it has paid Workers' Compensation Claims (Check # 500132-500269) on behalf of injured employees from 0716/2009 to 07/31/2009:

1).	Hidalgo County	\$ <u>35,443.28</u>
2).	Hidalgo County Headstart Program	\$ <u>4,291.18</u>
3).	Community Service Agency	\$ <u>472.49</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 \$ 40,206.95.
Dept. of Budget & Management/Employee Benefits Section is requesting approval of this payment on the Commissioners' Court Agenda of July 28, 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 Citizens Business Bank (estimate) \$ 159,793.05.

I hereby approve this reimbursement and certify that I and/or my staff have reviewed each claim included on the attached check register and to the best of my knowledge 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 Citizens Business Bank in California) no later than the 10th day of the following month.

Dilora Vazquez
Employee Benefits Manager

08-12-09
Date

Dept. of Budget & Management Budget Officer

Date

Commissioner's Court Approval

Date

AI-16958

7.B.

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

Date: 08/18/2009
Submitted By: Flora Vazquez, WORKERS' COMPENSATION
Department: WORKERS' COMPENSATION
Agenda Category: Budget and Management

Information

CAPTION

1. Approval to transfer \$ 500,279.75 to Hidalgo County Health Insurance Claims bank account for Blue Cross Blue Shield Health Insurance Claims for periods:

07/25/09 - 7/31/09	\$ 269,705.63
08/01/09 - 8/07/09	\$ 230,574.12
TOTAL:	\$ 500,279.75

2. Approval of wire transfer to cover claims paid.

BACKGROUND

Fiscal Impact

Attachments

Link: [07/25-31/2009](#)

Link: [08/01-07/2009](#)

Link: [Certification](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	08/13/2009 08:37 AM	APRV
2	Olga Garza	Olga Garza	08/13/2009 10:43 AM	APRV
3	Auditor's Office		08/14/2009 05:30 PM	NEW

Form Started By: Flora Vazquez
Started On: 08/12/2009 05:34 PM
Final Approval Date: 08/14/2009

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1	21185	1 HIDALGO	Blue Shield Basic Cove	845692533	000020092105051	Family Subscriber
1	21185	1 HIDALGO	Blue Shield Basic Cove	845692533	000020092105051	Family Subscriber
1	21185	1 HIDALGO	Blue Shield Basic Cove	845692533	000020092105051	Family Subscriber
1	21185	1 HIDALGO	Blue Shield Basic Cove	845692533	000020092105051	Family Subscriber
1	21185	1 HIDALGO	Blue Shield Basic Cove	845692533	000020092105051	Family Subscriber
1	21185	1 HIDALGO	Blue Shield Basic Cove	845692533	000020092105051	Family Subscriber
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1	21185	1 HIDALGO	Blue Shield Basic Cove	845692533	000020092105051	Family Subscriber
1	21185	1 HIDALGO	Blue Shield Basic Cove	845692533	000020092105051	Family Subscriber
1	21185	1 HIDALGO	Blue Shield Basic Cove	845692533	000020092105051	Family Subscriber
1	21185	1 HIDALGO	Blue Shield Basic Cove	845046082	000020092025068	Single
1	21185	1 HIDALGO	Blue Shield Reimburse	840416366	000020083165051	Family Subscriber
1	21185	1 HIDALGO	Drug Basic Cove	832011719	92022973787000	Single
1	21185	1 HIDALGO	Drug Basic Cove	837949337	92024357204000	Single
1	21185	1 HIDALGO	Drug Basic Cove	839710338	92044631140000	Single
1	21185	1 HIDALGO	Drug Basic Cove	839710338	92044631154000	Single
1	21185	1 HIDALGO	Drug Basic Cove	830484558	92043326855000	Single
1	21185	1 HIDALGO	Drug Basic Cove	837826356	92044240843000	Family Member
1	21185	1 HIDALGO	Drug Basic Cove	837826356	92013334722000	Single
1	21185	1 HIDALGO	Drug Basic Cove	837826356	92013343449000	Single
1	21185	1 HIDALGO	Drug Basic Cove	836472998	92015189581000	Single
1	21185	1 HIDALGO	Drug Basic Cove	841821876	92015153061000	Family Member
1	21185	1 HIDALGO	Drug Basic Cove	838498118	91946960773000	Single
1	21185	1 HIDALGO	Drug Basic Cove	847782523	92044989139000	Single
1	21185	1 HIDALGO	Drug Basic Cove	840420862	92015802966000	Single
1	21185	1 HIDALGO	Drug Basic Cove	840420862	92025416519000	Single
1	21185	1 HIDALGO	Drug Basic Cove	840420862	92025416755000	Single
1	21185	1 HIDALGO	Drug Basic Cove	840420862	92033662040000	Single
1	21185	1 HIDALGO	Drug Basic Cove	841033646	91994768778000	Single
1	21185	1 HIDALGO	Drug Basic Cove	841033646	91994768796000	Single
1	21185	1 HIDALGO	Drug Basic Cove	837550646	92044200257000	Single
1	21185	1 HIDALGO	Drug Basic Cove	843010843	92034944842000	Single
1	21185	1 HIDALGO	Drug Basic Cove	835340934	92026590286000	Single
1	21185	1 HIDALGO	Drug Basic Cove	835424732	92056844527000	Single
1	21185	1 HIDALGO	Drug Basic Cove	843671658	92013310747000	Single
1	21185	1 HIDALGO	Drug Basic Cove	903371706	92055185929000	Family Member
1	21185	1 HIDALGO	Drug Basic Cove	837640942	92056975347000	Single
1	21185	1 HIDALGO	Drug Basic Cove	840546680	92023495343000	Family Member
1	21185	1 HIDALGO	Drug Basic Cove	839678732	91644063689000	Single
1	21185	1 HIDALGO	Drug Basic Cove	835465640	92025286742000	Single
1	21185	1 HIDALGO	Drug Basic Cove	839132081	92026940626000	Single
1	21185	1 HIDALGO	Drug Basic Cove	838551753	92014729279000	Single
1	21185	1 HIDALGO	Drug Basic Cove	836448073	92013899571000	Single
1	21185	1 HIDALGO	Drug Basic Cove	836448073	92044842890000	Single
1	21185	1 HIDALGO	Drug Basic Cove	836448073	92044842915000	Single

Basic Cove

1	21185	1 HIDALGO Drug	Basic Cove	841740223	92056354163000	Family Member
1	21185	1 HIDALGO Drug	Basic Cove	843308379	92057514171000	Single
1	21185	1 HIDALGO Drug	Basic Cove	843419446	92014285762000	Single
1	21185	1 HIDALGO Drug	Basic Cove	843419446	92015266006000	Single
1	21185	1 HIDALGO Drug	Basic Cove	834348622	92054852945000	Family Member
1	21185	1 HIDALGO Drug	Basic Cove	838709679	92013606217000	Single
1	21185	1 HIDALGO Drug	Basic Cove	839912087	92026460847000	Single
1	21185	1 HIDALGO Drug	Basic Cove	843284744	91993462395000	Single
1	21185	1 HIDALGO Drug	Basic Cove	843671658	92046003258000	Family Member
1	21185	1 HIDALGO Drug	Basic Cove	843671658	92046003675000	Family Member
1	21185	1 HIDALGO Drug	Basic Cove	841679540	91924498128000	Single
1	21185	1 HIDALGO Drug	Basic Cove	841679540	91924498128000	Single
1	21185	1 HIDALGO Drug	Basic Cove	841679540	91995262084000	Single
1	21185	1 HIDALGO Drug	Basic Cove	843636066	92036059411000	Single
1	21185	1 HIDALGO Drug	Basic Cove	837006693	92036951077000	Single
1	21185	1 HIDALGO Drug	Basic Cove	838961041	92016557181000	Single
1	21185	1 HIDALGO Drug	Basic Cove	838961041	92016562966000	Single
1	21185	1 HIDALGO Drug	Basic Cove	838961041	92016570846000	Single
1	21185	1 HIDALGO Drug	Basic Cove	838961041	92016573120000	Single
1	21185	1 HIDALGO Drug	Basic Cove	843083095	91994295799000	Single
1	21185	1 HIDALGO Drug	Basic Cove	841971354	91993639175000	Single
1	21185	1 HIDALGO Drug	Basic Cove	841846351	92044539563000	Single
1	21185	1 HIDALGO Drug	Basic Cove	839723918	91944170802000	Family Member
1	21185	1 HIDALGO Drug	Basic Cove	839723918	92053144620000	Family Member
1	21185	1 HIDALGO Drug	Basic Cove	835688513	92004328613000	Single
1	21185	1 HIDALGO Drug	Basic Cove	837769184	92054036719000	Single
1	21185	1 HIDALGO Drug	Basic Cove	842001415	92026151025000	Single
1	21185	1 HIDALGO Drug	Basic Cove	837439945	91892879050000	Single
1	21185	1 HIDALGO Drug	Basic Cove	837439945	91892879050000	Single
1	21185	1 HIDALGO Drug	Basic Cove	842728804	92033937368000	Single
1	21185	1 HIDALGO Drug	Basic Cove	837172414	92044698120000	Single
1	21185	1 HIDALGO Drug	Basic Cove	835852036	92044728360000	Single
1	21185	1 HIDALGO Drug	Basic Cove	837756578	92056631249000	Single
1	21185	1 HIDALGO Drug	Basic Cove	841622238	92054019568000	Single
1	21185	1 HIDALGO Drug	Basic Cove	837254193	92034331716000	Single
1	21185	1 HIDALGO Drug	Basic Cove	838127156	92045128341000	Single
1	21185	1 HIDALGO Drug	Basic Cove	841883655	92055829160000	Single
1	21185	1 HIDALGO Drug	Basic Cove	842429563	92053573299000	Family Member
1	21185	1 HIDALGO Drug	Basic Cove	838175940	92015320904000	Single
1	21185	1 HIDALGO Drug	Basic Cove	838989043	92016165761000	Single
1	21185	1 HIDALGO Drug	Basic Cove	841835770	92005076186000	Single
1	21185	1 HIDALGO Drug	Basic Cove	845941732	92053999593000	Single
1	21185	1 HIDALGO Drug	Basic Cove	839782504	91993398262000	Single
1	21185	1 HIDALGO Drug	Basic Cove	840461675	91934294914000	Single
1	21185	1 HIDALGO Drug	Basic Cove	840461675	91934294914000	Single
1	21185	1 HIDALGO Drug	Basic Cove	840461675	92033465290000	Single
1	21185	1 HIDALGO Drug	Basic Cove	839476769	92025525168000	Family Member
1	21185	1 HIDALGO Drug	Basic Cove	840604951	91995970045000	Family Member
1	21185	1 HIDALGO Drug	Basic Cove	838970185	92003927009000	Single
1	21185	1 HIDALGO Drug	Basic Cove	849139995	92036751443000	Single

Basic Cove

1	21185	1 HIDALGO Drug	Basic Cove	841631013	91894961707000	Single
1	21185	1 HIDALGO Drug	Basic Cove	841631013	91894961707000	Single
1	21185	1 HIDALGO Drug	Basic Cove	837231887	91903515611000	Family Member
1	21185	1 HIDALGO Drug	Basic Cove	849896230	92023897550000	Single
1	21185	1 HIDALGO Drug	Basic Cove	840628122	92054225307000	Single
1	21185	1 HIDALGO Drug	Basic Cove	839537097	91864322667000	Single
1	21185	1 HIDALGO Drug	Basic Cove	839537097	91864322667000	Single
1	21185	1 HIDALGO Drug	Basic Cove	840778165	92023812874000	Single
1	21185	1 HIDALGO Drug	Basic Cove	845880515	92017045493000	Single
1	21185	1 HIDALGO Drug	Basic Cove	845880515	92017047535000	Single
1	21185	1 HIDALGO Drug	Basic Cove	837013863	91883585733000	Single
1	21185	1 HIDALGO Drug	Basic Cove	837013863	91903425808000	Single
1	21185	1 HIDALGO Drug	Basic Cove	841341490	92016425745000	Family Member
1	21185	1 HIDALGO Drug	Basic Cove	838870314	91987154622000	Family Member
1	21185	1 HIDALGO Drug	Basic Cove	838870314	91987154622000	Family Member
1	21185	1 HIDALGO Drug	Basic Cove	838870314	92045338928000	Family Member
1	21185	1 HIDALGO Drug	Basic Cove	842370420	92053854052000	Single
1	21185	1 HIDALGO Drug	Basic Cove	842370420	92053854079000	Single
1	21185	1 HIDALGO Drug	Basic Cove	842370420	92053857296000	Single
1	21185	1 HIDALGO Drug	Basic Cove	846058489	92056476469000	Single
1	21185	1 HIDALGO Drug	Basic Cove	846058489	92056476497000	Single
1	21185	1 HIDALGO Drug	Basic Cove	842567365	92023874043000	Single
1	21185	1 HIDALGO Drug	Basic Cove	836738578	92053260233000	Single
1	21185	1 HIDALGO Drug	Basic Cove	838009111	92053863135000	Family Member
1	21185	1 HIDALGO Drug	Basic Cove	840185336	92033786823000	Single
1	21185	1 HIDALGO Drug	Basic Cove	838486971	91924313317000	Single
1	21185	1 HIDALGO Drug	Basic Cove	838486971	91924313317000	Single
1	21185	1 HIDALGO Drug	Basic Cove	838486971	91957274313000	Single
1	21185	1 HIDALGO Drug	Basic Cove	838486971	92046592602000	Single
1	21185	1 HIDALGO Drug	Basic Cove	838486971	92046602003000	Single
1	21185	1 HIDALGO Drug	Basic Cove	838486971	92046603017000	Single
1	21185	1 HIDALGO Drug	Basic Cove	838486971	92046604655000	Single
1	21185	1 HIDALGO Drug	Basic Cove	838486971	92046604944000	Single
1	21185	1 HIDALGO Drug	Basic Cove	844136343	92045974602000	Single
1	21185	1 HIDALGO Drug	Basic Cove	844136343	92045980003000	Single
1	21185	1 HIDALGO Drug	Basic Cove	839134703	92024940672000	Single
1	21185	1 HIDALGO Drug	Basic Cove	841243366	92033922244000	Single
1	21185	1 HIDALGO Drug	Basic Cove	840734515	92046161815000	Single
1	21185	1 HIDALGO Drug	Basic Cove	842655210	92026763402000	Single
1	21185	1 HIDALGO Drug	Basic Cove	841740341	92034612644000	Family Member
1	21185	1 HIDALGO Drug	Basic Cove	841740341	92034614485000	Family Member
1	21185	1 HIDALGO Drug	Basic Cove	840717069	92013576458000	Single
1	21185	1 HIDALGO Drug	Basic Cove	829131943	92033861278000	Single
1	21185	1 HIDALGO Drug	Basic Cove	829131943	92033865316000	Single
1	21185	1 HIDALGO Drug	Basic Cove	829131943	92033870496000	Single
1	21185	1 HIDALGO Drug	Basic Cove	829131943	92033874738000	Single
1	21185	1 HIDALGO Drug	Basic Cove	844850251	92016801337000	Single
1	21185	1 HIDALGO Drug	Basic Cove	840018958	92035119855000	Single
1	21185	1 HIDALGO Drug	Basic Cove	838474251	92044322241000	Single
1	21185	1 HIDALGO Drug	Basic Cove	838474251	92045471335000	Single

Basic Cove

1	21185	1 HIDALGO Drug	Basic Cove	831552434	92036698954000	Single
1	21185	1 HIDALGO Drug	Basic Cove	841846813	91993545804000	Single
1	21185	1 HIDALGO Drug	Basic Cove	836959980	92013533941000	Family Member
1	21185	1 HIDALGO Drug	Basic Cove	842317509	91954520777000	Single
1	21185	1 HIDALGO Drug	Basic Cove	842317509	91954520777000	Single
1	21185	1 HIDALGO Drug	Basic Cove	839347610	92013078631000	Single
1	21185	1 HIDALGO Drug	Basic Cove	839437465	92014067614000	Single
1	21185	1 HIDALGO Drug	Basic Cove	843859755	92013239610000	Single
1	21185	1 HIDALGO Drug	Basic Cove	836590346	92026428441000	Single
1	21185	1 HIDALGO Drug	Basic Cove	841594504	92044354973000	Single
1	21185	1 HIDALGO Drug	Basic Cove	839431646	92053660255000	Single
1	21185	1 HIDALGO Drug	Basic Cove	843985223	92034442150000	Single
1	21185	1 HIDALGO Drug	Basic Cove	843985223	92034449876000	Single

BASIC PLAN:

1	21185	11 HIDALGO Blue Cross Basic Cove	843961296	000020092095705	Single
1	21185	11 HIDALGO Blue Cross Basic Cove	841000477	000020092095706	Single
1	21185	11 HIDALGO Blue Cross Basic Cove	844093877	000020092085166	Single
1	21185	11 HIDALGO Blue Cross Basic Cove	838222631	000020092105184	Family Member
1	21185	11 HIDALGO Blue Cross Basic Cove	836664205	000020092105182	Family Subscriber
1	21185	11 HIDALGO Blue Cross Basic Cove	845917475	000020091975189	Single
1	21185	11 HIDALGO Blue Cross Basic Cove	841786659	000020091475139	Single
1	21185	11 HIDALGO Blue Cross Basic Cove	841786659	000020091475139	Single
1	21185	11 HIDALGO Blue Cross Basic Cove	903598779	000020091975195	Family Member
1	21185	11 HIDALGO Blue Cross Basic Cove	839550557	000020092105184	Single
1	21185	11 HIDALGO Blue Cross Basic Cove	842304384	000020091495188	Family Subscriber
1	21185	11 HIDALGO Blue Cross Basic Cove	842304384	000020091495188	Family Subscriber
1	21185	11 HIDALGO Blue Cross Basic Cove	837433731	000020092105184	Family Subscriber
1	21185	11 HIDALGO Blue Cross Basic Cove	842580258	000020092115163	Family Member
1	21185	11 HIDALGO Blue Cross Basic Cove	845616381	000020092095706	Family Subscriber
1	21185	11 HIDALGO Blue Cross Basic Cove	839859960	000020092095705	Single
1	21185	11 HIDALGO Blue Cross Basic Cove	842852466	000020092095706	Family Subscriber
1	21185	11 HIDALGO Blue Cross Basic Cove	840366231	000020092115167	Family Member
1	21185	11 HIDALGO Blue Cross Basic Cove	838209089	000020092035704	Single
1	21185	11 HIDALGO Blue Cross Basic Cove	838209089	000020092035704	Single
1	21185	11 HIDALGO Blue Cross Basic Cove	840658747	000020092105185	Family Subscriber
1	21185	11 HIDALGO Blue Cross Basic Cove	839123822	000020092115167	Single
1	21185	11 HIDALGO Blue Cross Basic Cove	841297760	000020092095705	Family Subscriber
1	21185	11 HIDALGO Blue Cross Basic Cove	841111505	000020091975196	Family Subscriber
1	21185	11 HIDALGO Blue Cross Basic Cove	841802796	000020092085165	Single
1	21185	11 HIDALGO Blue Cross Basic Cove	839092580	000020092095706	Family Subscriber
1	21185	11 HIDALGO Blue Cross Basic Cove	838524501	000020091945176	Family Subscriber
1	21185	11 HIDALGO Blue Cross Basic Cove	840644605	000020092085165	Single
1	21185	11 HIDALGO Blue Cross Basic Cove	840644605	000020092115167	Single
1	21185	11 HIDALGO Blue Cross Basic Cove	839117964	000020092085165	Family Member

000020092035705

[illegible]

000020092015036

1	21185	11 HIDALGO	Blue Shield Basic Cove	848532323	000020092015036	Family Member
1	21185	11 HIDALGO	Blue Shield Basic Cove	848532323	000020091915043	Family Subscriber
1	21185	11 HIDALGO	Blue Shield Basic Cove	848532323	000020091950301	Family Subscriber
1	21185	11 HIDALGO	Blue Shield Basic Cove	848532323	000020092050401	Family Subscriber
1	21185	11 HIDALGO	Blue Shield Basic Cove	848532323	000020092050401	Family Subscriber
1	21185	11 HIDALGO	Blue Shield Basic Cove	848532323	000020092050401	Family Subscriber
1	21185	11 HIDALGO	Blue Shield Basic Cove	848532323	000020092050401	Family Subscriber
1	21185	11 HIDALGO	Blue Shield Basic Cove	842127993	000020092105044	Single
1	21185	11 HIDALGO	Blue Shield Basic Cove	839648056	000020091965047	Single
1	21185	11 HIDALGO	Blue Shield Basic Cove	839648056	000020092055057	Single
1	21185	11 HIDALGO	Blue Shield Basic Cove	848474994	000020092105049	Single
1	21185	11 HIDALGO	Blue Shield Basic Cove	839970409	000020092085051	Family Member
1	21185	11 HIDALGO	Blue Shield Basic Cove	838296071	000020092055056	Family Subscriber
1	21185	11 HIDALGO	Blue Shield Basic Cove	838296071	000020092055056	Family Subscriber
1	21185	11 HIDALGO	Blue Shield Basic Cove	838296071	000020092055056	Family Subscriber
1	21185	11 HIDALGO	Blue Shield Basic Cove	838296071	000020092085049	Family Subscriber
1	21185	11 HIDALGO	Blue Shield Basic Cove	839060734	000020092115030	Family Member
1	21185	11 HIDALGO	Blue Shield Basic Cove	843034673	000020092055056	Family Member
1	21185	11 HIDALGO	Blue Shield Basic Cove	843863088	000020092085046	Family Member
1	21185	11 HIDALGO	Blue Shield Basic Cove	843863088	000020091965044	Family Subscriber
1	21185	11 HIDALGO	Blue Shield Basic Cove	843371205	000020091985055	Single
1	21185	11 HIDALGO	Blue Shield Basic Cove	843371205	000020091985055	Single
1	21185	11 HIDALGO	Blue Shield Basic Cove	843371205	000020091985055	Single
1	21185	11 HIDALGO	Blue Shield Basic Cove	843371205	000020091985055	Single
1	21185	11 HIDALGO	Blue Shield Basic Cove	843371205	000020091985055	Single
1	21185	11 HIDALGO	Blue Shield Basic Cove	843371205	000020091985055	Single
1	21185	11 HIDALGO	Blue Shield Basic Cove	843371205	000020092085043	Single
1	21185	11 HIDALGO	Blue Shield Basic Cove	843371205	000020092085043	Single
1	21185	11 HIDALGO	Blue Shield Basic Cove	843371205	000020092085043	Single
1	21185	11 HIDALGO	Blue Shield Basic Cove	843371205	000020092095046	Single
1	21185	11 HIDALGO	Blue Shield Basic Cove	843371205	000020092115045	Single
1	21185	11 HIDALGO	Blue Shield Basic Cove	843371205	000020092115045	Single
1	21185	11 HIDALGO	Blue Shield Basic Cove	843371205	000020092115045	Single
1	21185	11 HIDALGO	Blue Shield Basic Cove	839281737	000020091195049	Family Subscriber
1	21185	11 HIDALGO	Blue Shield Basic Cove	839281737	000020091195049	Family Subscriber
1	21185	11 HIDALGO	Blue Shield Basic Cove	839281737	000020091195057	Family Subscriber
1	21185	11 HIDALGO	Blue Shield Basic Cove	839281737	000020091195057	Family Subscriber
1	21185	11 HIDALGO	Blue Shield Basic Cove	844093877	000020092105046	Single
1	21185	11 HIDALGO	Blue Shield Basic Cove	844093877	000020092105046	Single
1	21185	11 HIDALGO	Blue Shield Basic Cove	842229754	000020092085047	Single
1	21185	11 HIDALGO	Blue Shield Basic Cove	842229754	000020092085047	Single
1	21185	11 HIDALGO	Blue Shield Basic Cove	843245567	000020092115043	Family Member
1	21185	11 HIDALGO	Blue Shield Basic Cove	843245567	000020092115043	Family Member
1	21185	11 HIDALGO	Blue Shield Basic Cove	843245567	000020092115043	Family Member
1	21185	11 HIDALGO	Blue Shield Basic Cove	843245567	000020092115043	Family Member
1	21185	11 HIDALGO	Blue Shield Basic Cove	838222631	000020092085046	Family Member
1	21185	11 HIDALGO	Blue Shield Basic Cove	838222631	000020092095061	Family Member
1	21185	11 HIDALGO	Blue Shield Basic Cove	842121185	000020092105050	Single

000020092085053

[illegible]

000020092115037

[illegible]

000020091980401

1	21185	11 HIDALGO	Blue Shield Basic Cove	840111329	000020091980401	Family Subscriber
1	21185	11 HIDALGO	Blue Shield Basic Cove	903598779	000020092085047	Family Member
1	21185	11 HIDALGO	Blue Shield Basic Cove	903598779	000020092085047	Family Member
1	21185	11 HIDALGO	Blue Shield Basic Cove	903598779	000020092085047	Family Member
1	21185	11 HIDALGO	Blue Shield Basic Cove	903598779	000020092085047	Family Member
1	21185	11 HIDALGO	Blue Shield Basic Cove	903598779	000020092085047	Family Member
1	21185	11 HIDALGO	Blue Shield Basic Cove	903598779	000020092085047	Family Member
1	21185	11 HIDALGO	Blue Shield Basic Cove	845634750	000020092105056	Single
1	21185	11 HIDALGO	Blue Shield Basic Cove	845634750	000020092115045	Single
1	21185	11 HIDALGO	Blue Shield Basic Cove	839550557	000020092085044	Single
1	21185	11 HIDALGO	Blue Shield Basic Cove	839400019	000020091985050	Single
1	21185	11 HIDALGO	Blue Shield Basic Cove	838362012	000020092055045	Single
1	21185	11 HIDALGO	Blue Shield Basic Cove	838362012	000020092055045	Single
1	21185	11 HIDALGO	Blue Shield Basic Cove	838714261	000020092115036	Family Subscriber
1	21185	11 HIDALGO	Blue Shield Basic Cove	838714261	000020092115036	Family Subscriber
1	21185	11 HIDALGO	Blue Shield Basic Cove	838714261	000020092115036	Family Subscriber
1	21185	11 HIDALGO	Blue Shield Basic Cove	838714261	000020092115036	Family Subscriber
1	21185	11 HIDALGO	Blue Shield Basic Cove	838714261	000020092115036	Family Subscriber
1	21185	11 HIDALGO	Blue Shield Basic Cove	838714261	000020092115036	Family Subscriber
1	21185	11 HIDALGO	Blue Shield Basic Cove	840577297	000020092095062	Single
1	21185	11 HIDALGO	Blue Shield Basic Cove	840577297	000020092125300	Single
1	21185	11 HIDALGO	Blue Shield Basic Cove	840577297	000020092125300	Single
1	21185	11 HIDALGO	Blue Shield Basic Cove	840577297	000020092125300	Single
1	21185	11 HIDALGO	Blue Shield Basic Cove	840577297	000020092125300	Single
1	21185	11 HIDALGO	Blue Shield Basic Cove	840577297	000020092125300	Single
1	21185	11 HIDALGO	Blue Shield Basic Cove	840160826	000020092095056	Family Member
1	21185	11 HIDALGO	Blue Shield Basic Cove	832749446	000020092095062	Family Member
1	21185	11 HIDALGO	Blue Shield Basic Cove	832749446	000020092095062	Family Member
1	21185	11 HIDALGO	Blue Shield Basic Cove	840301978	000020092035063	Single
1	21185	11 HIDALGO	Blue Shield Basic Cove	839083533	000020091945049	Family Member
1	21185	11 HIDALGO	Blue Shield Basic Cove	836149014	000020092115044	Family Subscriber
1	21185	11 HIDALGO	Blue Shield Basic Cove	836149014	000020092115044	Family Subscriber
1	21185	11 HIDALGO	Blue Shield Basic Cove	836149014	000020092115044	Family Subscriber
1	21185	11 HIDALGO	Blue Shield Basic Cove	836149014	000020092115044	Family Subscriber
1	21185	11 HIDALGO	Blue Shield Basic Cove	846830574	000020092085043	Family Subscriber
1	21185	11 HIDALGO	Blue Shield Basic Cove	839013390	000020092095047	Single
1	21185	11 HIDALGO	Blue Shield Basic Cove	839013390	000020092095047	Single
1	21185	11 HIDALGO	Blue Shield Basic Cove	839013390	000020092095047	Single
1	21185	11 HIDALGO	Blue Shield Basic Cove	845616381	000020092105056	Family Member
1	21185	11 HIDALGO	Blue Shield Basic Cove	845616381	000020092115039	Family Member
1	21185	11 HIDALGO	Blue Shield Basic Cove	845783627	000020092085046	Family Member
1	21185	11 HIDALGO	Blue Shield Basic Cove	845783627	000020092085046	Family Member
1	21185	11 HIDALGO	Blue Shield Basic Cove	845783627	000020092085046	Family Member
1	21185	11 HIDALGO	Blue Shield Basic Cove	845783627	000020092085046	Family Member
1	21185	11 HIDALGO	Blue Shield Basic Cove	840003819	000020092085045	Single
1	21185	11 HIDALGO	Blue Shield Basic Cove	840003819	000020092105050	Single
1	21185	11 HIDALGO	Blue Shield Basic Cove	840003819	000020092105050	Single
1	21185	11 HIDALGO	Blue Shield Basic Cove	840003819	000020092105050	Single

000020092105050

[illegible]

000020092085041

1	21185	11 HIDALGO	Blue Shield Basic Cove	839863085	000020092085041	Family Member
1	21185	11 HIDALGO	Blue Shield Basic Cove	840926111	000020092080300	Single
1	21185	11 HIDALGO	Blue Shield Basic Cove	842958917	000020092105302	Family Subscriber
1	21185	11 HIDALGO	Blue Shield Basic Cove	840546003	000020092025058	Family Member
1	21185	11 HIDALGO	Blue Shield Basic Cove	840546003	000020092025058	Family Member
1	21185	11 HIDALGO	Blue Shield Basic Cove	840546003	000020092025058	Family Member
1	21185	11 HIDALGO	Blue Shield Basic Cove	840546003	000020092025058	Family Member
1	21185	11 HIDALGO	Blue Shield Basic Cove	840546003	000020092025058	Family Member
1	21185	11 HIDALGO	Blue Shield Basic Cove	840546003	000020092025058	Family Member
1	21185	11 HIDALGO	Blue Shield Basic Cove	841255654	000020092115044	Family Member
1	21185	11 HIDALGO	Blue Shield Basic Cove	841255654	000020092115044	Family Member
1	21185	11 HIDALGO	Blue Shield Basic Cove	841255654	000020092115044	Family Member
1	21185	11 HIDALGO	Blue Shield Basic Cove	841255654	000020092115044	Family Member
1	21185	11 HIDALGO	Blue Shield Basic Cove	839377356	000020092085043	Family Subscriber
1	21185	11 HIDALGO	Blue Shield Basic Cove	839377356	000020092085050	Family Subscriber
1	21185	11 HIDALGO	Blue Shield Basic Cove	842565658	000020082735052	Family Member
1	21185	11 HIDALGO	Blue Shield Basic Cove	843868220	000020092095053	Family Subscriber
1	21185	11 HIDALGO	Blue Shield Basic Cove	843868220	000020092095053	Family Subscriber
1	21185	11 HIDALGO	Blue Shield Basic Cove	839871081	000020092055059	Family Member
1	21185	11 HIDALGO	Blue Shield Basic Cove	839871081	000020092055059	Family Member
1	21185	11 HIDALGO	Blue Shield Basic Cove	839871081	000020092055059	Family Member
1	21185	11 HIDALGO	Blue Shield Basic Cove	839871081	000020092055059	Family Member
1	21185	11 HIDALGO	Blue Shield Basic Cove	841872738	000020092055058	Family Subscriber
1	21185	11 HIDALGO	Blue Shield Basic Cove	841872738	000020092105048	Family Subscriber
1	21185	11 HIDALGO	Blue Shield Basic Cove	837740057	000020092055046	Family Member
1	21185	11 HIDALGO	Blue Shield Basic Cove	837740057	000020092115033	Family Member
1	21185	11 HIDALGO	Blue Shield Basic Cove	842852466	000020092055047	Family Subscriber
1	21185	11 HIDALGO	Blue Shield Basic Cove	842852466	000020092095057	Family Subscriber
1	21185	11 HIDALGO	Blue Shield Basic Cove	842852466	000020092095059	Family Subscriber
1	21185	11 HIDALGO	Blue Shield Basic Cove	842852466	000020092105054	Family Subscriber
1	21185	11 HIDALGO	Blue Shield Basic Cove	842852466	000020092105054	Family Subscriber
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1	21185	11 HIDALGO	Blue Shield Basic Cove	842852466	000020092105054	Family Subscriber
1	21185	11 HIDALGO	Blue Shield Basic Cove	843927855	000020092095061	Family Subscriber
1	21185	11 HIDALGO	Blue Shield Basic Cove	843927855	000020092105046	Family Subscriber
1	21185	11 HIDALGO	Blue Shield Basic Cove	843927855	000020092105047	Family Subscriber
1	21185	11 HIDALGO	Blue Shield Basic Cove	843927855	000020092105050	Family Subscriber
1	21185	11 HIDALGO	Blue Shield Basic Cove	843927855	000020092105050	Family Subscriber
1	21185	11 HIDALGO	Blue Shield Basic Cove	830121794	000020092105056	Family Subscriber
1	21185	11 HIDALGO	Blue Shield Basic Cove	839867538	000020092085045	Single
1	21185	11 HIDALGO	Blue Shield Basic Cove	839867538	000020092085053	Single
1	21185	11 HIDALGO	Blue Shield Basic Cove	841819468	000020092055060	Single
1	21185	11 HIDALGO	Blue Shield Basic Cove	841819468	000020092055060	Single
1	21185	11 HIDALGO	Blue Shield Basic Cove	833124295	000020092015029	Family Member
1	21185	11 HIDALGO	Blue Shield Basic Cove	833124295	000020092015029	Family Member
1	21185	11 HIDALGO	Blue Shield Basic Cove	833124295	000020092115036	Family Subscriber
1	21185	11 HIDALGO	Blue Shield Basic Cove	840828891	000020092085046	Family Subscriber
1	21185	11 HIDALGO	Blue Shield Basic Cove	840828891	000020092085046	Family Subscriber
1	21185	11 HIDALGO	Blue Shield Basic Cove	840828891	000020092085053	Family Subscriber

[illegible]

000020092095061

[illegible]

[illegible]

000020092095057

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[illegible]

000020092115042

[illegible]

000020092085043

1	21185	11 HIDALGO	Blue Shield Basic Cove	843080629	000020092085050	Single
1	21185	11 HIDALGO	Blue Shield Basic Cove	843080629	000020092095050	Single
1	21185	11 HIDALGO	Blue Shield Basic Cove	843080629	000020092095050	Single
1	21185	11 HIDALGO	Blue Shield Basic Cove	840320256	000020092115037	Single
1	21185	11 HIDALGO	Blue Shield Basic Cove	840320256	000020092115037	Single
1	21185	11 HIDALGO	Blue Shield Basic Cove	840320256	000020092115037	Single
1	21185	11 HIDALGO	Blue Shield Basic Cove	840320256	000020092115037	Single
1	21185	11 HIDALGO	Blue Shield Basic Cove	840320256	000020092115037	Single
1	21185	11 HIDALGO	Blue Shield Basic Cove	840320256	000020092115037	Single
1	21185	11 HIDALGO	Blue Shield Basic Cove	840320256	000020092125302	Single
1	21185	11 HIDALGO	Blue Shield Basic Cove	840320256	000020092125302	Single
1	21185	11 HIDALGO	Blue Shield Basic Cove	839172048	000020092085045	Family Member
1	21185	11 HIDALGO	Blue Shield Basic Cove	839172048	000020092095303	Family Member
1	21185	11 HIDALGO	Blue Shield Basic Cove	839172048	000020092095303	Family Member
1	21185	11 HIDALGO	Blue Shield Basic Cove	839172048	000020092085045	Family Subscriber
1	21185	11 HIDALGO	Blue Shield Basic Cove	839172048	000020092085045	Family Subscriber
1	21185	11 HIDALGO	Blue Shield Basic Cove	839172048	000020092095045	Family Subscriber
1	21185	11 HIDALGO	Blue Shield Basic Cove	839172048	000020092105055	Family Subscriber
1	21185	11 HIDALGO	Blue Shield Basic Cove	840552302	000020092095055	Family Member
1	21185	11 HIDALGO	Blue Shield Basic Cove	845343655	000020092115045	Family Member
1	21185	11 HIDALGO	Blue Shield Basic Cove	845343655	000020092115045	Family Member
1	21185	11 HIDALGO	Blue Shield Basic Cove	845343655	000020092115045	Family Member
1	21185	11 HIDALGO	Blue Shield Basic Cove	845343655	000020092115045	Family Member
1	21185	11 HIDALGO	Blue Shield Basic Cove	838626859	000020092055056	Family Subscriber
1	21185	11 HIDALGO	Blue Shield Basic Cove	838626859	000020092105301	Family Subscriber
1	21185	11 HIDALGO	Blue Shield Basic Cove	838626859	000020092105301	Family Subscriber
1	21185	11 HIDALGO	Blue Shield Basic Cove	842565658	000020082735052	Family Member
1	21185	11 HIDALGO	Blue Shield Basic Cove	843384868	000020091801106	Family Member
1	21185	11 HIDALGO	Blue Shield Basic Cove	840638162	000020091940301	Family Member
1	21185	11 HIDALGO	Blue Shield Basic Cove	840638162	000020091940301	Family Member
1	21185	11 HIDALGO	Blue Shield Basic Cove	840638162	000020091940301	Family Member
1	21185	11 HIDALGO	Blue Shield Basic Cove	843316218	000020091830302	Single
1	21185	11 HIDALGO	Blue Shield Basic Cove	843316218	000020091830302	Single
1	21185	11 HIDALGO	Drug Basic Cove	847944428	92052480421000	Single
1	21185	11 HIDALGO	Drug Basic Cove	842250441	92008069852000	Single
1	21185	11 HIDALGO	Drug Basic Cove	839265205	92015135674000	Family Member
1	21185	11 HIDALGO	Drug Basic Cove	843209945	91925223789000	Single
1	21185	11 HIDALGO	Drug Basic Cove	849659770	92055028529000	Single
1	21185	11 HIDALGO	Drug Basic Cove	839894823	92024596112000	Single
1	21185	11 HIDALGO	Drug Basic Cove	843034673	92004239239000	Family Member
1	21185	11 HIDALGO	Drug Basic Cove	843863088	92023607794000	Family Member
1	21185	11 HIDALGO	Drug Basic Cove	843863088	91913671861000	Single
1	21185	11 HIDALGO	Drug Basic Cove	843371205	92036450953000	Single
1	21185	11 HIDALGO	Drug Basic Cove	843371205	92036452827000	Single
1	21185	11 HIDALGO	Drug Basic Cove	838222631	91994588073000	Single
1	21185	11 HIDALGO	Drug Basic Cove	838222631	92014671029000	Single

Basic Cove

1	21185	11 HIDALGO	Drug	Basic Cove	838012650	92057325432000	Single
1	21185	11 HIDALGO	Drug	Basic Cove	838012650	92057339336000	Single
1	21185	11 HIDALGO	Drug	Basic Cove	838012650	92057416889000	Single
1	21185	11 HIDALGO	Drug	Basic Cove	838012650	92057419128000	Single
1	21185	11 HIDALGO	Drug	Basic Cove	844217831	92043967692000	Single
1	21185	11 HIDALGO	Drug	Basic Cove	839501381	92035898895000	Family Member
1	21185	11 HIDALGO	Drug	Basic Cove	839501381	92035901980000	Family Member
1	21185	11 HIDALGO	Drug	Basic Cove	836211517	92044036946000	Single
1	21185	11 HIDALGO	Drug	Basic Cove	842788463	92046668297000	Single
1	21185	11 HIDALGO	Drug	Basic Cove	834634902	92046491033000	Single
1	21185	11 HIDALGO	Drug	Basic Cove	842309810	92045061230000	Single
1	21185	11 HIDALGO	Drug	Basic Cove	841724463	92035857907000	Family Member
1	21185	11 HIDALGO	Drug	Basic Cove	841724463	92046969281000	Family Member
1	21185	11 HIDALGO	Drug	Basic Cove	841724463	92046976756000	Family Member
1	21185	11 HIDALGO	Drug	Basic Cove	840811179	92037001059000	Family Member
1	21185	11 HIDALGO	Drug	Basic Cove	843605213	92053703005000	Single
1	21185	11 HIDALGO	Drug	Basic Cove	836241746	92044062415000	Single
1	21185	11 HIDALGO	Drug	Basic Cove	849612748	91993179037000	Single
1	21185	11 HIDALGO	Drug	Basic Cove	834629686	92024393177000	Single
1	21185	11 HIDALGO	Drug	Basic Cove	840111329	92048100050000	Single
1	21185	11 HIDALGO	Drug	Basic Cove	840111329	92048100257000	Single
1	21185	11 HIDALGO	Drug	Basic Cove	837405906	91963995872000	Single
1	21185	11 HIDALGO	Drug	Basic Cove	837405906	91963995872000	Single
1	21185	11 HIDALGO	Drug	Basic Cove	836257358	91916435772000	Single
1	21185	11 HIDALGO	Drug	Basic Cove	845634750	91916075261000	Single
1	21185	11 HIDALGO	Drug	Basic Cove	840987760	92023696512000	Single
1	21185	11 HIDALGO	Drug	Basic Cove	838362012	92026139105000	Single
1	21185	11 HIDALGO	Drug	Basic Cove	838948432	92016416360000	Single
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1	21185	11 HIDALGO	Drug	Basic Cove	839177691	92017156525000	Single
1	21185	11 HIDALGO	Drug	Basic Cove	832749446	92017346913000	Family Member
1	21185	11 HIDALGO	Drug	Basic Cove	836704221	92036780922000	Single
1	21185	11 HIDALGO	Drug	Basic Cove	840011175	92031492956000	Single
1	21185	11 HIDALGO	Drug	Basic Cove	840011175	92031493299000	Single
1	21185	11 HIDALGO	Drug	Basic Cove	840011175	92045057295000	Single
1	21185	11 HIDALGO	Drug	Basic Cove	836149014	92044166993000	Single
1	21185	11 HIDALGO	Drug	Basic Cove	837433731	92036046616000	Single
1	21185	11 HIDALGO	Drug	Basic Cove	840152090	91823586697000	Family Member
1	21185	11 HIDALGO	Drug	Basic Cove	840152090	92055560606000	Family Member
1	21185	11 HIDALGO	Drug	Basic Cove	843796457	92024147318000	Single
1	21185	11 HIDALGO	Drug	Basic Cove	843796457	92024148233000	Single
1	21185	11 HIDALGO	Drug	Basic Cove	843796457	92024154785000	Single
1	21185	11 HIDALGO	Drug	Basic Cove	843267328	91883360498000	Single
1	21185	11 HIDALGO	Drug	Basic Cove	843267328	91883362724000	Single
1	21185	11 HIDALGO	Drug	Basic Cove	843267328	91894833198000	Single
1	21185	11 HIDALGO	Drug	Basic Cove	843267328	91995082181000	Single

Basic Cove

1	21185	11 HIDALGO	Drug	Basic Cove	845783627	92056513968000	Single
1	21185	11 HIDALGO	Drug	Basic Cove	838273216	92056450675000	Family Member
1	21185	11 HIDALGO	Drug	Basic Cove	839859960	92046177506000	Single
1	21185	11 HIDALGO	Drug	Basic Cove	842169205	92044323646000	Single
1	21185	11 HIDALGO	Drug	Basic Cove	846597890	92003354388000	Single
1	21185	11 HIDALGO	Drug	Basic Cove	842316752	92054147406000	Family Member
1	21185	11 HIDALGO	Drug	Basic Cove	839130051	91887365990000	Family Member
1	21185	11 HIDALGO	Drug	Basic Cove	840926111	91975520084000	Single
1	21185	11 HIDALGO	Drug	Basic Cove	840926111	92053964935000	Single
1	21185	11 HIDALGO	Drug	Basic Cove	840926111	92053971415000	Single
1	21185	11 HIDALGO	Drug	Basic Cove	842958917	91834032761000	Single
1	21185	11 HIDALGO	Drug	Basic Cove	842958917	91834032761000	Single
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1	21185	11 HIDALGO	Drug	Basic Cove	842245989	92012950173000	Single
1	21185	11 HIDALGO	Drug	Basic Cove	842245989	92043723145000	Single
1	21185	11 HIDALGO	Drug	Basic Cove	840520976	92055756005000	Single
1	21185	11 HIDALGO	Drug	Basic Cove	841825896	92026821593000	Single
1	21185	11 HIDALGO	Drug	Basic Cove	841825896	92048028287000	Single
1	21185	11 HIDALGO	Drug	Basic Cove	841255654	92015969324000	Single
1	21185	11 HIDALGO	Drug	Basic Cove	841190837	91993818345000	Single
1	21185	11 HIDALGO	Drug	Basic Cove	849745273	91904515629000	Single
1	21185	11 HIDALGO	Drug	Basic Cove	843795294	92004774221000	Family Member
1	21185	11 HIDALGO	Drug	Basic Cove	839327018	92055511790000	Single
1	21185	11 HIDALGO	Drug	Basic Cove	839327018	92055516422000	Single
1	21185	11 HIDALGO	Drug	Basic Cove	838039240	92016295138000	Family Member
1	21185	11 HIDALGO	Drug	Basic Cove	842910985	92026298720000	Single
1	21185	11 HIDALGO	Drug	Basic Cove	842910985	92026314078000	Single
1	21185	11 HIDALGO	Drug	Basic Cove	842287660	92046794194000	Family Member
1	21185	11 HIDALGO	Drug	Basic Cove	830121794	92046956406000	Single
1	21185	11 HIDALGO	Drug	Basic Cove	839811280	92038265330000	Single
1	21185	11 HIDALGO	Drug	Basic Cove	841819468	92014206506000	Single
1	21185	11 HIDALGO	Drug	Basic Cove	841819468	92015641392000	Single
1	21185	11 HIDALGO	Drug	Basic Cove	842471609	92017119042000	Single
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1	21185	11 HIDALGO	Drug	Basic Cove	841451664	92013429670000	Family Member
1	21185	11 HIDALGO	Drug	Basic Cove	841451664	92013429674000	Family Member
1	21185	11 HIDALGO	Drug	Basic Cove	841451664	92015421927000	Family Member
1	21185	11 HIDALGO	Drug	Basic Cove	841451664	92015421959000	Family Member
1	21185	11 HIDALGO	Drug	Basic Cove	841580906	92024949719000	Family Member
1	21185	11 HIDALGO	Drug	Basic Cove	841580906	92005150895000	Single
1	21185	11 HIDALGO	Drug	Basic Cove	843728443	92023794821000	Single
1	21185	11 HIDALGO	Drug	Basic Cove	843728443	92053608049000	Single
1	21185	11 HIDALGO	Drug	Basic Cove	841803883	92033322929000	Family Member
1	21185	11 HIDALGO	Drug	Basic Cove	841803883	92033328770000	Family Member
1	21185	11 HIDALGO	Drug	Basic Cove	838493925	92034655866000	Single
1	21185	11 HIDALGO	Drug	Basic Cove	837563812	92013877190000	Family Member

Basic Cove

1	21185	11 HIDALGO	Drug	Basic Cove	832567847	92053539527000	Single
1	21185	11 HIDALGO	Drug	Basic Cove	838936877	92054147981000	Single
1	21185	11 HIDALGO	Drug	Basic Cove	838115846	92025937523000	Single
1	21185	11 HIDALGO	Drug	Basic Cove	838115846	92025973175000	Single
1	21185	11 HIDALGO	Drug	Basic Cove	842831010	92036169897000	Single
1	21185	11 HIDALGO	Drug	Basic Cove	833183454	92045163458000	Single
1	21185	11 HIDALGO	Drug	Basic Cove	843885585	92036990268000	Single
1	21185	11 HIDALGO	Drug	Basic Cove	838149786	92015622510000	Family Member
1	21185	11 HIDALGO	Drug	Basic Cove	839199894	92036945381000	Single
1	21185	11 HIDALGO	Drug	Basic Cove	834171777	91903524155000	Family Member
1	21185	11 HIDALGO	Drug	Basic Cove	840911032	91893288527000	Family Member
1	21185	11 HIDALGO	Drug	Basic Cove	841837846	92034582011000	Family Member
1	21185	11 HIDALGO	Drug	Basic Cove	840366231	92044043856000	Family Member
1	21185	11 HIDALGO	Drug	Basic Cove	836482200	92016535342000	Single
1	21185	11 HIDALGO	Drug	Basic Cove	836968394	92025386101000	Single
1	21185	11 HIDALGO	Drug	Basic Cove	836968394	92033737012000	Single
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1	21185	11 HIDALGO	Drug	Basic Cove	841247911	92017000769000	Single
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1	21185	11 HIDALGO	Drug	Basic Cove	839648949	92014943711000	Single
1	21185	11 HIDALGO	Drug	Basic Cove	842796345	92045625149000	Single
1	21185	11 HIDALGO	Drug	Basic Cove	842796345	92045625795000	Single
1	21185	11 HIDALGO	Drug	Basic Cove	842796345	92045627635000	Single
1	21185	11 HIDALGO	Drug	Basic Cove	838481802	92043259584000	Single
1	21185	11 HIDALGO	Drug	Basic Cove	839996610	92024019094000	Single
1	21185	11 HIDALGO	Drug	Basic Cove	841066186	92045091645000	Single
1	21185	11 HIDALGO	Drug	Basic Cove	840533283	92044345071000	Single
1	21185	11 HIDALGO	Drug	Basic Cove	840533283	92044354031000	Single
1	21185	11 HIDALGO	Drug	Basic Cove	840724244	92035165259000	Family Member
1	21185	11 HIDALGO	Drug	Basic Cove	840724244	92035165950000	Family Member
1	21185	11 HIDALGO	Drug	Basic Cove	840724244	92035166944000	Family Member
1	21185	11 HIDALGO	Drug	Basic Cove	840724244	92046845104000	Single
1	21185	11 HIDALGO	Drug	Basic Cove	842800767	92053861546000	Single
1	21185	11 HIDALGO	Drug	Basic Cove	842800767	92053861565000	Single
1	21185	11 HIDALGO	Drug	Basic Cove	842800767	92053861570000	Single
1	21185	11 HIDALGO	Drug	Basic Cove	837761626	92017467346000	Single
1	21185	11 HIDALGO	Drug	Basic Cove	839543128	92043264622000	Family Member
1	21185	11 HIDALGO	Drug	Basic Cove	840737714	92026390244000	Single
1	21185	11 HIDALGO	Drug	Basic Cove	840737714	92026391990000	Single
1	21185	11 HIDALGO	Drug	Basic Cove	841582729	92053590218000	Single
1	21185	11 HIDALGO	Drug	Basic Cove	841582729	92053590974000	Single
1	21185	11 HIDALGO	Drug	Basic Cove	841582729	92054882987000	Single
1	21185	11 HIDALGO	Drug	Basic Cove	841582729	92054885215000	Single
1	21185	11 HIDALGO	Drug	Basic Cove	838890261	92054351475000	Single
1	21185	11 HIDALGO	Drug	Basic Cove	840658747	92027178380000	Single

Basic Cove

1	21185	11 HIDALGO	Drug	Basic Cove	845753459	92046242605000	Single
1	21185	11 HIDALGO	Drug	Basic Cove	842588981	92033189056000	Single
1	21185	11 HIDALGO	Drug	Basic Cove	836784978	92043509594000	Single
1	21185	11 HIDALGO	Drug	Basic Cove	839977102	92025723305000	Single
1	21185	11 HIDALGO	Drug	Basic Cove	836942347	92023566560000	Single
1	21185	11 HIDALGO	Drug	Basic Cove	842122583	91947261141000	Single
1	21185	11 HIDALGO	Drug	Basic Cove	841809114	92027630461000	Single
1	21185	11 HIDALGO	Drug	Basic Cove	842138731	91993020629000	Single
1	21185	11 HIDALGO	Drug	Basic Cove	842138731	92025401350000	Single
1	21185	11 HIDALGO	Drug	Basic Cove	833293476	91895031154000	Single
1	21185	11 HIDALGO	Drug	Basic Cove	833293476	91895031154000	Single
1	21185	11 HIDALGO	Drug	Basic Cove	847437971	91966246612000	Single
1	21185	11 HIDALGO	Drug	Basic Cove	847437971	91966246612000	Single
1	21185	11 HIDALGO	Drug	Basic Cove	847437971	92056201960000	Single
1	21185	11 HIDALGO	Drug	Basic Cove	847437971	92056249709000	Single
1	21185	11 HIDALGO	Drug	Basic Cove	847437971	92056684299000	Single
1	21185	11 HIDALGO	Drug	Basic Cove	847437971	92056696780000	Single
1	21185	11 HIDALGO	Drug	Basic Cove	847437971	92056822539000	Single
1	21185	11 HIDALGO	Drug	Basic Cove	841802796	92025907510000	Single
1	21185	11 HIDALGO	Drug	Basic Cove	842584944	92024745768000	Single
1	21185	11 HIDALGO	Drug	Basic Cove	842584944	92024975492000	Single
1	21185	11 HIDALGO	Drug	Basic Cove	842584944	92032841128000	Single
1	21185	11 HIDALGO	Drug	Basic Cove	836017591	92014238526000	Family Member
1	21185	11 HIDALGO	Drug	Basic Cove	836017591	92014238561000	Family Member
1	21185	11 HIDALGO	Drug	Basic Cove	836017591	92014238565000	Family Member
1	21185	11 HIDALGO	Drug	Basic Cove	836017591	92014238989000	Family Member
1	21185	11 HIDALGO	Drug	Basic Cove	836017591	92056224128000	Family Member
1	21185	11 HIDALGO	Drug	Basic Cove	837825080	92023785248000	Single
1	21185	11 HIDALGO	Drug	Basic Cove	844018627	91994455705000	Family Member
1	21185	11 HIDALGO	Drug	Basic Cove	844018627	91994462929000	Family Member
1	21185	11 HIDALGO	Drug	Basic Cove	844018627	91994466480000	Family Member
1	21185	11 HIDALGO	Drug	Basic Cove	842565658	92015951970000	Family Member
1	21185	11 HIDALGO	Drug	Basic Cove	849356199	92036846440000	Family Member
1	21185	11 HIDALGO	Drug	Basic Cove	838129142	92044187247000	Single
1	21185	11 HIDALGO	Drug	Basic Cove	844066707	91873700982000	Single
1	21185	11 HIDALGO	Drug	Basic Cove	844066707	91873700982000	Single
1	21185	11 HIDALGO	Drug	Basic Cove	844066707	92053490707000	Single
1	21185	11 HIDALGO	Drug	Basic Cove	836551341	92036619856000	Single
1	21185	11 HIDALGO	Drug	Basic Cove	839273826	91996291845000	Single
1	21185	11 HIDALGO	Drug	Basic Cove	836606194	92016278274000	Single
1	21185	11 HIDALGO	Drug	Basic Cove	838876654	92013253751000	Single
1	21185	11 HIDALGO	Drug	Basic Cove	838876654	92013254848000	Single
1	21185	11 HIDALGO	Drug	Basic Cove	838876654	92013671954000	Single
1	21185	11 HIDALGO	Drug	Basic Cove	838876654	92013673200000	Single
1	21185	11 HIDALGO	Drug	Basic Cove	838955232	91997214700000	Family Member
1	21185	11 HIDALGO	Drug	Basic Cove	838955232	91997214982000	Family Member

Basic Cove

1	21185	11 HIDALGO	Drug	Basic Cove	840075088	92043423858000	Family Member
1	21185	11 HIDALGO	Drug	Basic Cove	841515611	91993712686000	Single
1	21185	11 HIDALGO	Drug	Basic Cove	839913554	91993663970000	Single
1	21185	11 HIDALGO	Drug	Basic Cove	841193503	92047555537000	Single
1	21185	11 HIDALGO	Drug	Basic Cove	837890124	91993589446000	Single
1	21185	11 HIDALGO	Drug	Basic Cove	838417500	92013464842000	Family Member
1	21185	11 HIDALGO	Drug	Basic Cove	844678967	92054052668000	Single
1	21185	11 HIDALGO	Drug	Basic Cove	844678967	92054052700000	Single
1	21185	11 HIDALGO	Drug	Basic Cove	835256252	91892415893000	Single
1	21185	11 HIDALGO	Drug	Basic Cove	835256252	91892415893000	Single
1	21185	11 HIDALGO	Drug	Basic Cove	838360789	91934359635000	Single
1	21185	11 HIDALGO	Drug	Basic Cove	844441294	91994712378000	Family Member
1	21185	11 HIDALGO	Drug	Basic Cove	839455529	91975134848000	Family Member
1	21185	11 HIDALGO	Drug	Basic Cove	839455529	92025731451000	Family Member
1	21185	11 HIDALGO	Drug	Basic Cove	839455529	92014144388000	Family Member
1	21185	11 HIDALGO	Drug	Basic Cove	839455529	92036247539000	Family Member
1	21185	11 HIDALGO	Drug	Basic Cove	840928153	92006374510000	Single
1	21185	11 HIDALGO	Drug	Basic Cove	839172048	92003817606000	Single
1	21185	11 HIDALGO	Drug	Basic Cove	839172048	92025222124000	Single
1	21185	11 HIDALGO	Drug	Basic Cove	835270975	92026669228000	Single
1	21185	11 HIDALGO	Drug	Basic Cove	836119650	92052986763000	Single
1	21185	11 HIDALGO	Drug	Basic Cove	838330049	92056196091000	Single
1	21185	11 HIDALGO	Drug	Basic Cove	838470833	92016505963000	Single
1	21185	11 HIDALGO	Drug	Basic Cove	840552302	92055616008000	Family Member
1	21185	11 HIDALGO	Drug	Basic Cove	840552302	92055616749000	Family Member
				Basic Cove			

[illegible]

6/24/2009	\$9.39	\$9.39	0.00%	\$0.00
6/24/2009	\$9.39	\$9.39	0.00%	\$0.00
6/24/2009	\$9.39	\$9.39	0.00%	\$0.00
6/24/2009	\$3.70	\$3.70	0.00%	\$0.00
6/24/2009	\$3.70	\$3.70	0.00%	\$0.00
6/24/2009	\$9.39	\$9.39	0.00%	\$0.00
6/24/2009	\$9.39	\$9.39	0.00%	\$0.00
6/24/2009	\$9.39	\$9.39	0.00%	\$0.00
6/24/2009	\$9.39	\$9.39	0.00%	\$0.00
6/24/2009	\$9.39	\$9.39	0.00%	\$0.00
6/24/2009	\$9.39	\$9.39	0.00%	\$0.00
6/24/2009	\$9.39	\$9.39	0.00%	\$0.00
6/24/2009	\$9.39	\$9.39	0.00%	\$0.00
6/24/2009	\$9.39	\$9.39	0.00%	\$0.00
7/24/2009	\$36.29	\$36.29	0.00%	\$0.00
7/24/2009	\$3.00	\$3.00	0.00%	\$0.00
7/24/2009	\$14.00	\$14.00	0.00%	\$0.00
7/24/2009	\$11.04	\$11.04	0.00%	\$0.00
7/24/2009	\$8.34	\$8.34	0.00%	\$0.00
7/10/2009	\$36.29	\$36.29	0.00%	\$0.00
7/20/2009	\$117.11	\$117.11	0.00%	\$0.00
7/23/2009	\$117.11	\$117.11	0.00%	\$0.00
7/28/2009	\$36.29	\$36.29	0.00%	\$0.00
7/28/2009	\$6.61	\$6.61	0.00%	\$0.00
7/28/2009	\$2.67	\$2.67	0.00%	\$0.00
7/28/2009	\$20.94	\$20.94	0.00%	\$0.00
7/28/2009	\$6.68	\$6.68	0.00%	\$0.00
7/28/2009	\$1.85	\$1.85	0.00%	\$0.00
7/28/2009	\$17.23	\$17.23	0.00%	\$0.00
7/2/2009	\$553.28	\$553.28	0.00%	\$0.00
7/2/2009	\$29.36	\$29.36	0.00%	\$0.00
7/2/2009	\$47.00	\$47.00	0.00%	\$0.00
7/23/2009	\$56.98	\$56.98	0.00%	\$0.00
7/23/2009	\$25.40	\$25.40	0.00%	\$0.00
7/23/2009	\$24.46	\$24.46	0.00%	\$0.00
7/23/2009	\$49.77	\$49.77	0.00%	\$0.00
7/23/2009	\$59.50	\$59.50	0.00%	\$0.00
7/23/2009	\$102.97	\$102.97	0.00%	\$0.00
7/28/2009	\$68.31	\$68.31	0.00%	\$0.00
7/23/2009	\$36.29	\$36.29	0.00%	\$0.00
5/5/2009	\$36.29	\$36.29	0.00%	\$0.00
5/5/2009	\$12.52	\$12.52	0.00%	\$0.00
5/5/2009	\$8.12	\$8.12	0.00%	\$0.00
7/6/2009	\$41.09	\$41.09	0.00%	\$0.00
7/16/2009	\$56.68	\$56.68	0.00%	\$0.00
7/16/2009	\$32.12	\$32.12	0.00%	\$0.00
7/17/2009	\$9.74	\$9.74	0.00%	\$0.00
7/10/2009	\$31.70	\$31.70	0.00%	\$0.00
6/18/2009	\$36.29	\$36.29	0.00%	\$0.00
7/16/2009	\$36.29	\$36.29	0.00%	\$0.00
5/4/2009	\$68.31	\$68.31	0.00%	\$0.00
7/16/2009	\$3.00	\$3.00	0.00%	\$0.00

7/16/2009	\$7.54	\$7.54	0.00%	\$0.00
7/16/2009	\$7.17	\$7.17	0.00%	\$0.00
7/20/2009	\$17.41	\$17.41	0.00%	\$0.00
7/21/2009	\$9.75	\$9.75	0.00%	\$0.00
7/21/2009	\$16.96	\$16.96	0.00%	\$0.00
4/3/2009	\$67.13	\$67.13	0.00%	\$0.00
7/16/2009	\$4.73	\$4.73	0.00%	\$0.00
7/16/2009	\$7.46	\$7.46	0.00%	\$0.00
7/16/2009	\$7.45	\$7.45	0.00%	\$0.00
7/16/2009	\$65.74	\$65.74	0.00%	\$0.00
7/20/2009	\$36.29	\$36.29	0.00%	\$0.00
6/24/2009	\$43.08	\$43.08	0.00%	\$0.00
6/24/2009	\$23.99	\$23.99	0.00%	\$0.00
6/24/2009	\$4.70	\$4.70	0.00%	\$0.00
7/7/2009	\$86.06	\$86.06	0.00%	\$0.00
7/23/2009	\$86.06	\$86.06	0.00%	\$0.00
7/23/2009	\$10.89	\$10.89	0.00%	\$0.00
7/23/2009	\$10.12	\$10.12	0.00%	\$0.00
7/23/2009	\$28.72	\$28.72	0.00%	\$0.00
7/9/2009	\$70.64	\$70.64	0.00%	\$0.00
7/10/2009	\$70.64	\$70.64	0.00%	\$0.00
7/18/2009	\$8.82	\$8.82	0.00%	\$0.00
7/18/2009	\$6.61	\$6.61	0.00%	\$0.00
7/18/2009	\$1.45	\$1.45	0.00%	\$0.00
7/18/2009	\$34.30	\$34.30	0.00%	\$0.00
7/18/2009	\$5.99	\$5.99	0.00%	\$0.00
7/18/2009	\$7.81	\$7.81	0.00%	\$0.00
7/20/2009	\$1.98	\$1.98	0.00%	\$0.00
7/20/2009	\$24.51	\$24.51	0.00%	\$0.00
7/20/2009	\$153.41	\$153.41	0.00%	\$0.00
7/27/2009	\$36.29	\$36.29	0.00%	\$0.00
7/27/2009	\$0.43	\$0.43	0.00%	\$0.00
7/27/2009	\$27.28	\$27.28	0.00%	\$0.00
7/27/2009	\$2.53	\$2.53	0.00%	\$0.00
7/27/2009	\$27.28	\$27.28	0.00%	\$0.00
7/17/2009	\$9.75	\$9.75	0.00%	\$0.00
7/6/2009	\$45.63	\$45.63	0.00%	\$0.00
7/6/2009	\$49.93	\$49.93	0.00%	\$0.00
7/27/2009	\$36.29	\$36.29	0.00%	\$0.00
7/27/2009	\$3.31	\$3.31	0.00%	\$0.00
2/26/2009	\$9.72	\$9.72	0.00%	\$0.00
2/26/2009	\$23.84	\$23.84	0.00%	\$0.00
2/26/2009	\$61.02	\$61.02	0.00%	\$0.00
2/26/2009	\$4.86	\$4.86	0.00%	\$0.00
2/26/2009	\$20.34	\$20.34	0.00%	\$0.00
2/26/2009	\$5.70	\$5.70	0.00%	\$0.00
7/21/2009	\$13.26	\$13.26	0.00%	\$0.00
7/21/2009	\$8.12	\$8.12	0.00%	\$0.00
7/21/2009	\$2.67	\$2.67	0.00%	\$0.00
7/17/2009	\$19.29	\$19.29	0.00%	\$0.00
7/3/2009	\$48.17	\$48.17	0.00%	\$0.00
6/24/2009	\$56.56	\$56.56	0.00%	\$0.00

6/24/2009	\$7.52	\$7.52	0.00%	\$0.00
6/24/2009	\$6.77	\$6.77	0.00%	\$0.00
6/24/2009	\$7.19	\$7.19	0.00%	\$0.00
6/16/2009	\$5.75	\$5.75	0.00%	\$0.00
6/16/2009	\$8.84	\$8.84	0.00%	\$0.00
6/16/2009	\$14.00	\$14.00	0.00%	\$0.00
7/7/2009	\$3.85	\$3.85	0.00%	\$0.00
7/7/2009	\$3.85	\$3.85	0.00%	\$0.00
7/7/2009	\$3.85	\$3.85	0.00%	\$0.00
7/7/2009	\$3.85	\$3.85	0.00%	\$0.00
7/7/2009	\$3.85	\$3.85	0.00%	\$0.00
7/9/2009	\$3.85	\$3.85	0.00%	\$0.00
7/9/2009	\$3.85	\$3.85	0.00%	\$0.00
7/8/2009	\$113.77	\$113.77	0.00%	\$0.00
7/15/2009	\$42.03	\$42.03	0.00%	\$0.00
7/15/2009	\$3.78	\$3.78	0.00%	\$0.00
7/14/2009	\$167.94	\$167.94	0.00%	\$0.00
7/20/2009	\$50.00	\$50.00	0.00%	\$0.00
7/20/2009	\$14.79	\$14.79	0.00%	\$0.00
7/20/2009	\$38.26	\$38.26	0.00%	\$0.00
7/20/2009	\$103.98	\$103.98	0.00%	\$0.00
7/20/2009	\$22.76	\$22.76	0.00%	\$0.00
7/3/2009	\$36.29	\$36.29	0.00%	\$0.00
7/15/2009	\$36.29	\$36.29	0.00%	\$0.00
7/17/2009	\$3.93	\$3.93	0.00%	\$0.00
7/13/2009	\$10.01	\$10.01	0.00%	\$0.00
7/22/2009	\$13.26	\$13.26	0.00%	\$0.00
7/22/2009	\$6.68	\$6.68	0.00%	\$0.00
7/22/2009	\$9.08	\$9.08	0.00%	\$0.00
7/22/2009	\$1.85	\$1.85	0.00%	\$0.00
7/27/2009	\$13.26	\$13.26	0.00%	\$0.00
6/5/2009	\$3.27	\$3.27	0.00%	\$0.00
6/5/2009	\$3.85	\$3.85	0.00%	\$0.00
6/30/2009	\$68.72	\$68.72	0.00%	\$0.00
6/30/2009	\$56.68	\$56.68	0.00%	\$0.00
6/30/2009	\$51.95	\$51.95	0.00%	\$0.00
6/30/2009	\$32.12	\$32.12	0.00%	\$0.00
7/20/2009	\$0.65	\$0.65	0.00%	\$0.00
7/13/2009	\$207.27	\$207.27	0.00%	\$0.00
7/13/2009	\$128.51	\$128.51	0.00%	\$0.00
7/13/2009	\$10.86	\$10.86	0.00%	\$0.00
7/13/2009	\$26.51	\$26.51	0.00%	\$0.00
7/13/2009	\$14.77	\$14.77	0.00%	\$0.00
7/13/2009	\$3.00	\$3.00	0.00%	\$0.00
12/12/2008	\$262.83	\$262.83	0.00%	\$0.00
12/12/2008	\$66.74	\$66.74	0.00%	\$0.00
12/12/2008	\$16.80	\$16.80	0.00%	\$0.00
12/12/2008	\$24.50	\$24.50	0.00%	\$0.00
12/12/2008	\$24.50	\$24.50	0.00%	\$0.00
12/12/2008	\$0.87	\$0.87	0.00%	\$0.00
7/20/2009	\$100.32	\$100.32	0.00%	\$0.00
7/20/2009	\$65.39	\$65.39	0.00%	\$0.00

7/20/2009	\$26.81	\$26.81	0.00%	\$0.00
7/21/2009	\$12.36	\$12.36	0.00%	\$0.00
7/21/2009	\$16.96	\$16.96	0.00%	\$0.00
7/21/2009	\$4.63	\$4.63	0.00%	\$0.00
7/21/2009	\$9.75	\$9.75	0.00%	\$0.00
7/15/2009	\$71.22	\$71.22	0.00%	\$0.00
7/15/2009	\$38.26	\$38.26	0.00%	\$0.00
7/2/2009	\$13.26	\$13.26	0.00%	\$0.00
7/2/2009	\$8.12	\$8.12	0.00%	\$0.00
7/2/2009	\$2.67	\$2.67	0.00%	\$0.00
7/20/2009	\$68.31	\$68.31	0.00%	\$0.00
7/23/2009	\$701.37	\$701.37	0.00%	\$0.00
7/20/2009	\$99.15	\$99.15	0.00%	\$0.00
7/20/2009	\$93.31	\$93.31	0.00%	\$0.00
7/21/2009	\$79.33	\$79.33	0.00%	\$0.00
7/21/2009	\$3.00	\$3.00	0.00%	\$0.00
7/21/2009	\$8.12	\$8.12	0.00%	\$0.00
7/20/2009	\$22.76	\$22.76	0.00%	\$0.00
7/20/2009	\$60.32	\$60.32	0.00%	\$0.00
7/20/2009	\$14.22	\$14.22	0.00%	\$0.00
7/27/2009	\$39.60	\$39.60	0.00%	\$0.00
7/14/2009	\$60.14	\$60.14	0.00%	\$0.00
7/27/2009	\$56.20	\$56.20	0.00%	\$0.00
7/27/2009	\$8.12	\$8.12	0.00%	\$0.00
7/27/2009	\$5.71	\$5.71	0.00%	\$0.00
7/27/2009	\$3.31	\$3.31	0.00%	\$0.00
6/16/2009	\$32.37	\$32.37	0.00%	\$0.00
6/16/2009	\$32.37	\$32.37	0.00%	\$0.00
6/16/2009	\$32.37	\$32.37	0.00%	\$0.00
6/16/2009	\$18.68	\$18.68	0.00%	\$0.00
7/17/2009	\$36.29	\$36.29	0.00%	\$0.00
7/13/2009	\$486.40	\$486.40	0.00%	\$0.00
7/28/2009	\$6.19	\$6.19	0.00%	\$0.00
7/28/2009	\$4.95	\$4.95	0.00%	\$0.00
7/28/2009	\$1.83	\$1.83	0.00%	\$0.00
7/28/2009	\$1.80	\$1.80	0.00%	\$0.00
7/28/2009	\$1.80	\$1.80	0.00%	\$0.00
7/28/2009	\$1.80	\$1.80	0.00%	\$0.00
7/28/2009	\$1.80	\$1.80	0.00%	\$0.00
7/28/2009	\$1.80	\$1.80	0.00%	\$0.00
7/28/2009	\$1.80	\$1.80	0.00%	\$0.00
7/28/2009	\$1.80	\$1.80	0.00%	\$0.00
7/28/2009	\$1.80	\$1.80	0.00%	\$0.00
7/28/2009	\$1.80	\$1.80	0.00%	\$0.00
7/28/2009	\$1.80	\$1.80	0.00%	\$0.00
7/28/2009	\$1.80	\$1.80	0.00%	\$0.00
7/28/2009	\$1.80	\$1.80	0.00%	\$0.00
7/28/2009	\$1.80	\$1.80	0.00%	\$0.00
7/28/2009	\$1.80	\$1.80	0.00%	\$0.00
7/28/2009	\$1.80	\$1.80	0.00%	\$0.00
7/28/2009	\$1.64	\$1.64	0.00%	\$0.00

7/22/2009	\$64.79	\$64.79	0.00%	\$0.00
7/22/2009	\$22.76	\$22.76	0.00%	\$0.00
7/22/2009	\$12.39	\$12.39	0.00%	\$0.00
7/22/2009	\$11.11	\$11.11	0.00%	\$0.00
7/22/2009	\$11.94	\$11.94	0.00%	\$0.00
7/22/2009	\$13.42	\$13.42	0.00%	\$0.00
7/22/2009	\$11.15	\$11.15	0.00%	\$0.00
7/22/2009	\$12.67	\$12.67	0.00%	\$0.00
7/22/2009	\$16.54	\$16.54	0.00%	\$0.00
7/22/2009	\$16.54	\$16.54	0.00%	\$0.00
7/22/2009	\$8.06	\$8.06	0.00%	\$0.00
7/22/2009	\$5.97	\$5.97	0.00%	\$0.00
7/22/2009	\$15.49	\$15.49	0.00%	\$0.00
7/13/2009	\$0.39	\$0.39	0.00%	\$0.00
7/13/2009	\$25.25	\$25.25	0.00%	\$0.00
7/13/2009	\$17.53	\$17.53	0.00%	\$0.00
7/13/2009	\$2.67	\$2.67	0.00%	\$0.00
5/11/2009	\$12.63	\$12.63	0.00%	\$0.00
7/18/2009	\$13.26	\$13.26	0.00%	\$0.00
7/23/2009	\$36.29	\$36.29	0.00%	\$0.00
7/27/2009	\$36.29	\$36.29	0.00%	\$0.00
7/17/2009	\$36.29	\$36.29	0.00%	\$0.00
7/17/2009	\$4.11	\$4.11	0.00%	\$0.00
7/17/2009	\$8.53	\$8.53	0.00%	\$0.00
7/17/2009	\$26.34	\$26.34	0.00%	\$0.00
7/17/2009	\$26.34	\$26.34	0.00%	\$0.00
7/20/2009	\$36.29	\$36.29	0.00%	\$0.00
7/20/2009	\$73.40	\$73.40	0.00%	\$0.00
7/20/2009	\$20.00	\$20.00	0.00%	\$0.00
7/20/2009	\$24.46	\$24.46	0.00%	\$0.00
7/20/2009	\$15.99	\$15.99	0.00%	\$0.00
7/20/2009	\$26.20	\$26.20	0.00%	\$0.00
7/20/2009	\$85.83	\$85.83	0.00%	\$0.00
7/20/2009	\$107.20	\$107.20	0.00%	\$0.00
7/20/2009	\$72.91	\$72.91	0.00%	\$0.00
7/15/2009	\$10.86	\$10.86	0.00%	\$0.00
7/15/2009	\$3.00	\$3.00	0.00%	\$0.00
7/7/2009	\$64.79	\$64.79	0.00%	\$0.00
7/7/2009	\$8.12	\$8.12	0.00%	\$0.00
7/7/2009	\$3.00	\$3.00	0.00%	\$0.00
7/22/2009	\$39.42	\$39.42	0.00%	\$0.00
7/22/2009	\$36.29	\$36.29	0.00%	\$0.00
7/22/2009	\$12.52	\$12.52	0.00%	\$0.00
7/22/2009	\$12.52	\$12.52	0.00%	\$0.00
7/22/2009	\$12.52	\$12.52	0.00%	\$0.00
7/22/2009	\$81.98	\$81.98	0.00%	\$0.00
7/22/2009	\$25.40	\$25.40	0.00%	\$0.00
7/22/2009	\$27.19	\$27.19	0.00%	\$0.00
7/22/2009	\$25.40	\$25.40	0.00%	\$0.00
7/22/2009	\$75.77	\$75.77	0.00%	\$0.00
7/22/2009	\$107.20	\$107.20	0.00%	\$0.00
7/16/2009	\$40.61	\$40.61	0.00%	\$0.00

7/24/2009	\$36.29	\$36.29	0.00%	\$0.00
7/27/2009	\$13.26	\$13.26	0.00%	\$0.00
7/22/2009	\$31.92	\$31.92	0.00%	\$0.00
7/22/2009	\$171.57	\$171.57	0.00%	\$0.00
7/23/2009	\$60.14	\$60.14	0.00%	\$0.00
7/22/2009	\$368.32	\$368.32	0.00%	\$0.00
7/24/2009	\$75.20	\$75.20	0.00%	\$0.00
7/24/2009	\$29.16	\$29.16	0.00%	\$0.00
7/27/2009	\$75.20	\$75.20	0.00%	\$0.00
7/27/2009	\$29.16	\$29.16	0.00%	\$0.00
7/25/2009	\$49.24	\$49.24	0.00%	\$0.00
7/25/2009	\$8.12	\$8.12	0.00%	\$0.00
7/25/2009	\$10.13	\$10.13	0.00%	\$0.00
7/18/2009	\$12.36	\$12.36	0.00%	\$0.00
7/18/2009	\$32.37	\$32.37	0.00%	\$0.00
7/18/2009	\$32.37	\$32.37	0.00%	\$0.00
7/18/2009	\$4.63	\$4.63	0.00%	\$0.00
7/18/2009	\$9.75	\$9.75	0.00%	\$0.00
7/27/2009	\$36.29	\$36.29	0.00%	\$0.00
7/17/2009	\$36.29	\$36.29	0.00%	\$0.00
7/17/2009	\$10.12	\$10.12	0.00%	\$0.00
7/16/2009	\$36.29	\$36.29	0.00%	\$0.00
7/16/2009	\$2.67	\$2.67	0.00%	\$0.00
7/17/2009	\$88.91	\$88.91	0.00%	\$0.00
7/17/2009	\$120.48	\$120.48	0.00%	\$0.00
7/22/2009	\$36.29	\$36.29	0.00%	\$0.00
7/7/2009	\$18.68	\$18.68	0.00%	\$0.00
7/20/2009	\$68.31	\$68.31	0.00%	\$0.00
7/20/2009	\$103.98	\$103.98	0.00%	\$0.00
7/20/2009	\$6.61	\$6.61	0.00%	\$0.00
7/24/2009	\$11.66	\$11.66	0.00%	\$0.00
7/24/2009	\$36.66	\$36.66	0.00%	\$0.00
7/24/2009	\$2.67	\$2.67	0.00%	\$0.00
7/24/2009	\$3.00	\$3.00	0.00%	\$0.00
7/24/2009	\$15.03	\$15.03	0.00%	\$0.00
7/24/2009	\$10.79	\$10.79	0.00%	\$0.00
7/24/2009	\$4.45	\$4.45	0.00%	\$0.00
7/24/2009	\$8.12	\$8.12	0.00%	\$0.00
7/24/2009	\$14.33	\$14.33	0.00%	\$0.00
7/24/2009	\$61.29	\$61.29	0.00%	\$0.00
7/24/2009	\$20.94	\$20.94	0.00%	\$0.00
7/24/2009	\$20.94	\$20.94	0.00%	\$0.00
7/24/2009	\$20.94	\$20.94	0.00%	\$0.00
7/28/2009	\$65.36	\$65.36	0.00%	\$0.00
7/24/2009	\$36.29	\$36.29	0.00%	\$0.00
7/21/2009	\$56.98	\$56.98	0.00%	\$0.00
7/21/2009	\$25.40	\$25.40	0.00%	\$0.00
7/21/2009	\$33.82	\$33.82	0.00%	\$0.00
7/9/2009	\$35.42	\$35.42	0.00%	\$0.00
7/9/2009	\$38.26	\$38.26	0.00%	\$0.00
7/9/2009	\$5.50	\$5.50	0.00%	\$0.00
7/9/2009	\$11.00	\$11.00	0.00%	\$0.00

7/9/2009	\$11.00	\$11.00	0.00%	\$0.00
7/9/2009	\$11.00	\$11.00	0.00%	\$0.00
7/28/2009	\$212.08	\$212.08	0.00%	\$0.00
7/28/2009	\$104.90	\$104.90	0.00%	\$0.00
7/28/2009	\$97.84	\$97.84	0.00%	\$0.00
7/28/2009	\$61.29	\$61.29	0.00%	\$0.00
7/27/2009	\$117.11	\$117.11	0.00%	\$0.00
7/27/2009	\$4.09	\$4.09	0.00%	\$0.00
7/27/2009	\$10.13	\$10.13	0.00%	\$0.00
7/27/2009	\$2.35	\$2.35	0.00%	\$0.00
7/27/2009	\$4.77	\$4.77	0.00%	\$0.00
7/27/2009	\$5.40	\$5.40	0.00%	\$0.00
7/27/2009	\$85.61	\$85.61	0.00%	\$0.00
7/27/2009	\$85.61	\$85.61	0.00%	\$0.00
6/24/2009	\$16.51	\$16.51	0.00%	\$0.00
6/24/2009	\$9.42	\$9.42	0.00%	\$0.00
7/7/2009	\$8.21	\$8.21	0.00%	\$0.00
7/7/2009	\$12.63	\$12.63	0.00%	\$0.00
7/7/2009	\$14.35	\$14.35	0.00%	\$0.00
7/7/2009	\$18.73	\$18.73	0.00%	\$0.00
7/7/2009	\$5.92	\$5.92	0.00%	\$0.00
7/7/2009	\$4.71	\$4.71	0.00%	\$0.00
7/12/2009	\$5.50	\$5.50	0.00%	\$0.00
7/12/2009	\$5.50	\$5.50	0.00%	\$0.00
7/12/2009	\$5.50	\$5.50	0.00%	\$0.00
7/12/2009	\$5.50	\$5.50	0.00%	\$0.00
7/13/2009	\$5.50	\$5.50	0.00%	\$0.00
7/13/2009	\$5.50	\$5.50	0.00%	\$0.00
7/20/2009	\$15.52	\$15.52	0.00%	\$0.00
6/17/2009	\$2.10	\$2.10	0.00%	\$0.00
6/17/2009	\$3.85	\$3.85	0.00%	\$0.00
6/17/2009	\$3.85	\$3.85	0.00%	\$0.00
6/21/2009	\$5.50	\$5.50	0.00%	\$0.00
6/21/2009	\$5.50	\$5.50	0.00%	\$0.00
6/21/2009	\$8.00	\$8.00	0.00%	\$0.00
6/21/2009	\$5.50	\$5.50	0.00%	\$0.00
6/21/2009	\$5.50	\$5.50	0.00%	\$0.00
7/23/2009	\$37.39	\$37.39	0.00%	\$0.00
7/23/2009	\$75.77	\$75.77	0.00%	\$0.00
7/23/2009	\$25.40	\$25.40	0.00%	\$0.00
7/23/2009	\$107.20	\$107.20	0.00%	\$0.00
7/23/2009	\$12.23	\$12.23	0.00%	\$0.00
7/23/2009	\$72.91	\$72.91	0.00%	\$0.00
7/23/2009	\$10.82	\$10.82	0.00%	\$0.00
7/9/2009	\$31.70	\$31.70	0.00%	\$0.00
7/20/2009	\$27.10	\$27.10	0.00%	\$0.00
7/20/2009	\$8.12	\$8.12	0.00%	\$0.00
7/20/2009	\$6.61	\$6.61	0.00%	\$0.00
7/20/2009	\$2.67	\$2.67	0.00%	\$0.00
7/20/2009	\$3.00	\$3.00	0.00%	\$0.00
7/22/2009	\$27.10	\$27.10	0.00%	\$0.00
6/24/2009	\$61.29	\$61.29	0.00%	\$0.00

6/24/2009	\$21.16	\$21.16	0.00%	\$0.00
6/26/2009	\$197.62	\$197.62	0.00%	\$0.00
6/26/2009	\$68.10	\$68.10	0.00%	\$0.00
6/26/2009	\$197.62	\$197.62	0.00%	\$0.00
6/26/2009	\$68.10	\$68.10	0.00%	\$0.00
6/24/2009	\$197.62	\$197.62	0.00%	\$0.00
6/24/2009	\$74.91	\$74.91	0.00%	\$0.00
6/24/2009	\$197.62	\$197.62	0.00%	\$0.00
6/24/2009	\$68.10	\$68.10	0.00%	\$0.00
6/22/2009	\$197.62	\$197.62	0.00%	\$0.00
6/22/2009	\$68.10	\$68.10	0.00%	\$0.00
6/22/2009	\$197.62	\$197.62	0.00%	\$0.00
6/22/2009	\$68.10	\$68.10	0.00%	\$0.00
7/23/2009	\$23.68	\$23.68	0.00%	\$0.00
7/23/2009	\$21.25	\$21.25	0.00%	\$0.00
7/20/2009	\$68.31	\$68.31	0.00%	\$0.00
7/20/2009	\$8.53	\$8.53	0.00%	\$0.00
7/20/2009	\$8.84	\$8.84	0.00%	\$0.00
7/20/2009	\$14.00	\$14.00	0.00%	\$0.00
7/20/2009	\$8.12	\$8.12	0.00%	\$0.00
7/20/2009	\$3.00	\$3.00	0.00%	\$0.00
7/27/2009	\$36.29	\$36.29	0.00%	\$0.00
7/27/2009	\$12.52	\$12.52	0.00%	\$0.00
7/27/2009	\$2.35	\$2.35	0.00%	\$0.00
7/27/2009	\$8.12	\$8.12	0.00%	\$0.00
7/27/2009	\$11.04	\$11.04	0.00%	\$0.00
7/27/2009	\$14.00	\$14.00	0.00%	\$0.00
7/27/2009	\$12.52	\$12.52	0.00%	\$0.00
7/27/2009	\$12.52	\$12.52	0.00%	\$0.00
7/20/2009	\$36.29	\$36.29	0.00%	\$0.00
6/9/2009	\$239.39	\$239.39	0.00%	\$0.00
7/15/2009	\$13.26	\$13.26	0.00%	\$0.00
7/14/2009	\$67.13	\$67.13	0.00%	\$0.00
7/14/2009	\$91.50	\$91.50	0.00%	\$0.00
7/20/2009	\$36.29	\$36.29	0.00%	\$0.00
7/20/2009	\$12.52	\$12.52	0.00%	\$0.00
7/20/2009	\$81.98	\$81.98	0.00%	\$0.00
7/20/2009	\$20.00	\$20.00	0.00%	\$0.00
7/20/2009	\$33.82	\$33.82	0.00%	\$0.00
7/18/2009	\$53.31	\$53.31	0.00%	\$0.00
7/18/2009	\$2.67	\$2.67	0.00%	\$0.00
7/18/2009	\$8.12	\$8.12	0.00%	\$0.00
7/18/2009	\$12.52	\$12.52	0.00%	\$0.00
7/22/2009	\$13.26	\$13.26	0.00%	\$0.00
7/17/2009	\$58.27	\$58.27	0.00%	\$0.00
7/21/2009	\$36.29	\$36.29	0.00%	\$0.00
6/23/2009	\$30.46	\$30.46	0.00%	\$0.00
6/23/2009	\$3.00	\$3.00	0.00%	\$0.00
6/23/2009	\$15.47	\$15.47	0.00%	\$0.00
6/30/2009	\$47.38	\$47.38	0.00%	\$0.00
7/21/2009	\$32.37	\$32.37	0.00%	\$0.00
7/21/2009	\$7.94	\$7.94	0.00%	\$0.00

7/10/2009	\$18.68	\$18.68	0.00%	\$0.00
7/6/2009	\$54.05	\$54.05	0.00%	\$0.00
7/6/2009	\$42.03	\$42.03	0.00%	\$0.00
7/15/2009	\$4.57	\$4.57	0.00%	\$0.00
7/15/2009	\$41.56	\$41.56	0.00%	\$0.00
7/18/2009	\$4.57	\$4.57	0.00%	\$0.00
7/18/2009	\$41.56	\$41.56	0.00%	\$0.00
7/23/2009	\$36.29	\$36.29	0.00%	\$0.00
6/27/2009	\$29.09	\$29.09	0.00%	\$0.00
6/27/2009	\$3.00	\$3.00	0.00%	\$0.00
6/27/2009	\$31.73	\$31.73	0.00%	\$0.00
6/27/2009	\$20.92	\$20.92	0.00%	\$0.00
6/27/2009	\$19.22	\$19.22	0.00%	\$0.00
6/27/2009	\$14.00	\$14.00	0.00%	\$0.00
6/27/2009	\$9.96	\$9.96	0.00%	\$0.00
7/8/2009	\$67.13	\$67.13	0.00%	\$0.00
7/8/2009	\$12.52	\$12.52	0.00%	\$0.00
7/8/2009	\$2.67	\$2.67	0.00%	\$0.00
7/8/2009	\$8.12	\$8.12	0.00%	\$0.00
7/8/2009	\$20.00	\$20.00	0.00%	\$0.00
7/8/2009	\$10.12	\$10.12	0.00%	\$0.00
7/8/2009	\$0.02	\$0.02	0.00%	\$0.00
7/20/2009	\$54.05	\$54.05	0.00%	\$0.00
7/20/2009	\$42.03	\$42.03	0.00%	\$0.00
3/27/2009	\$45.37	\$45.37	0.00%	\$0.00
3/28/2009	\$60.95	\$60.95	0.00%	\$0.00
7/22/2009	\$67.13	\$67.13	0.00%	\$0.00
7/27/2009	\$15.00	\$15.00	0.00%	\$0.00
7/27/2009	\$11.51	\$11.51	0.00%	\$0.00
7/27/2009	\$8.34	\$8.34	0.00%	\$0.00
7/27/2009	\$15.81	\$15.81	0.00%	\$0.00
7/27/2009	\$1.85	\$1.85	0.00%	\$0.00
6/4/2009	\$169.32	\$169.32	0.00%	\$0.00
6/4/2009	\$172.13	\$172.13	0.00%	\$0.00
6/4/2009	\$172.13	\$172.13	0.00%	\$0.00
6/4/2009	\$172.13	\$172.13	0.00%	\$0.00
6/4/2009	\$172.13	\$172.13	0.00%	\$0.00
6/4/2009	\$172.13	\$172.13	0.00%	\$0.00
6/4/2009	\$86.55	\$86.55	0.00%	\$0.00
6/4/2009	\$86.55	\$86.55	0.00%	\$0.00
6/4/2009	\$57.70	\$57.70	0.00%	\$0.00
6/4/2009	\$20.19	\$20.19	0.00%	\$0.00
6/4/2009	\$86.55	\$86.55	0.00%	\$0.00
6/4/2009	\$86.55	\$86.55	0.00%	\$0.00
6/4/2009	\$57.70	\$57.70	0.00%	\$0.00
6/4/2009	\$20.19	\$20.19	0.00%	\$0.00
6/4/2009	\$86.55	\$86.55	0.00%	\$0.00
6/11/2009	\$168.87	\$168.87	0.00%	\$0.00
6/11/2009	\$171.92	\$171.92	0.00%	\$0.00
6/11/2009	\$171.92	\$171.92	0.00%	\$0.00
6/11/2009	\$86.44	\$86.44	0.00%	\$0.00
6/11/2009	\$57.63	\$57.63	0.00%	\$0.00

6/11/2009	\$20.17	\$20.17	0.00%	\$0.00
6/11/2009	\$86.44	\$86.44	0.00%	\$0.00
6/11/2009	\$86.44	\$86.44	0.00%	\$0.00
6/26/2009	\$100.32	\$100.32	0.00%	\$0.00
3/2/2009	\$26.32	\$26.32	0.00%	\$0.00
3/2/2009	\$10.05	\$10.05	0.00%	\$0.00
7/22/2009	\$19.29	\$19.29	0.00%	\$0.00
7/22/2009	\$36.29	\$36.29	0.00%	\$0.00
7/13/2009	\$73.38	\$73.38	0.00%	\$0.00
7/13/2009	\$28.22	\$28.22	0.00%	\$0.00
7/13/2009	\$8.12	\$8.12	0.00%	\$0.00
7/13/2009	\$5.40	\$5.40	0.00%	\$0.00
7/13/2009	\$15.74	\$15.74	0.00%	\$0.00
7/13/2009	\$4.77	\$4.77	0.00%	\$0.00
7/13/2009	\$3.00	\$3.00	0.00%	\$0.00
7/13/2009	\$3.31	\$3.31	0.00%	\$0.00
7/13/2009	\$30.15	\$30.15	0.00%	\$0.00
6/29/2009	\$56.68	\$56.68	0.00%	\$0.00
6/29/2009	\$32.12	\$32.12	0.00%	\$0.00
7/13/2009	\$12.36	\$12.36	0.00%	\$0.00
7/13/2009	\$9.75	\$9.75	0.00%	\$0.00
7/13/2009	\$32.37	\$32.37	0.00%	\$0.00
7/13/2009	\$18.68	\$18.68	0.00%	\$0.00
7/17/2009	\$36.29	\$36.29	0.00%	\$0.00
6/27/2009	\$13.26	\$13.26	0.00%	\$0.00
6/30/2009	\$38.00	\$38.00	0.00%	\$0.00
6/30/2009	\$0.26	\$0.26	0.00%	\$0.00
6/30/2009	\$287.52	\$287.52	0.00%	\$0.00
6/30/2009	\$287.52	\$287.52	0.00%	\$0.00
6/30/2009	\$33.25	\$33.25	0.00%	\$0.00
7/13/2009	\$117.11	\$117.11	0.00%	\$0.00
7/13/2009	\$120.62	\$120.62	0.00%	\$0.00
7/13/2009	\$41.13	\$41.13	0.00%	\$0.00
7/13/2009	\$21.16	\$21.16	0.00%	\$0.00
7/13/2009	\$8.43	\$8.43	0.00%	\$0.00
7/13/2009	\$20.94	\$20.94	0.00%	\$0.00
7/13/2009	\$20.94	\$20.94	0.00%	\$0.00
7/13/2009	\$6.61	\$6.61	0.00%	\$0.00
7/13/2009	\$2.67	\$2.67	0.00%	\$0.00
7/13/2009	\$14.33	\$14.33	0.00%	\$0.00
7/24/2009	\$117.11	\$117.11	0.00%	\$0.00
7/24/2009	\$14.00	\$14.00	0.00%	\$0.00
7/24/2009	\$28.22	\$28.22	0.00%	\$0.00
7/22/2009	\$67.79	\$67.79	0.00%	\$0.00
7/22/2009	\$28.22	\$28.22	0.00%	\$0.00
7/22/2009	\$30.15	\$30.15	0.00%	\$0.00
7/22/2009	\$3.31	\$3.31	0.00%	\$0.00
7/22/2009	\$37.33	\$37.33	0.00%	\$0.00
7/22/2009	\$14.00	\$14.00	0.00%	\$0.00
7/22/2009	\$10.13	\$10.13	0.00%	\$0.00
7/22/2009	\$3.70	\$3.70	0.00%	\$0.00
7/22/2009	\$5.92	\$5.92	0.00%	\$0.00

7/22/2009	\$5.40	\$5.40	0.00%	\$0.00
7/22/2009	\$4.71	\$4.71	0.00%	\$0.00
7/22/2009	\$12.63	\$12.63	0.00%	\$0.00
7/22/2009	\$14.35	\$14.35	0.00%	\$0.00
7/22/2009	\$37.47	\$37.47	0.00%	\$0.00
7/22/2009	\$48.87	\$48.87	0.00%	\$0.00
6/23/2009	\$7.94	\$7.94	0.00%	\$0.00
6/23/2009	\$3.93	\$3.93	0.00%	\$0.00
7/7/2009	\$67.13	\$67.13	0.00%	\$0.00
7/2/2009	\$66.53	\$66.53	0.00%	\$0.00
7/2/2009	\$25.00	\$25.00	0.00%	\$0.00
7/23/2009	\$36.29	\$36.29	0.00%	\$0.00
7/23/2009	\$20.94	\$20.94	0.00%	\$0.00
7/23/2009	\$20.94	\$20.94	0.00%	\$0.00
7/23/2009	\$20.94	\$20.94	0.00%	\$0.00
7/16/2009	\$36.29	\$36.29	0.00%	\$0.00
7/16/2009	\$3.00	\$3.00	0.00%	\$0.00
7/16/2009	\$8.12	\$8.12	0.00%	\$0.00
7/17/2009	\$6.42	\$6.42	0.00%	\$0.00
7/20/2009	\$68.31	\$68.31	0.00%	\$0.00
7/20/2009	\$27.03	\$27.03	0.00%	\$0.00
7/15/2009	\$6.90	\$6.90	0.00%	\$0.00
7/15/2009	\$11.04	\$11.04	0.00%	\$0.00
7/15/2009	\$14.00	\$14.00	0.00%	\$0.00
7/15/2009	\$11.95	\$11.95	0.00%	\$0.00
7/15/2009	\$9.12	\$9.12	0.00%	\$0.00
7/29/2009	\$36.29	\$36.29	0.00%	\$0.00
7/29/2009	\$3.00	\$3.00	0.00%	\$0.00
7/29/2009	\$8.12	\$8.12	0.00%	\$0.00
7/29/2009	\$4.11	\$4.11	0.00%	\$0.00
7/29/2009	\$4.45	\$4.45	0.00%	\$0.00
7/29/2009	\$12.52	\$12.52	0.00%	\$0.00
7/29/2009	\$6.76	\$6.76	0.00%	\$0.00
7/29/2009	\$7.19	\$7.19	0.00%	\$0.00
7/29/2009	\$17.55	\$17.55	0.00%	\$0.00
6/22/2009	\$32.37	\$32.37	0.00%	\$0.00
6/22/2009	\$15.26	\$15.26	0.00%	\$0.00
6/22/2009	\$18.68	\$18.68	0.00%	\$0.00
6/2/2009	\$68.31	\$68.31	0.00%	\$0.00
7/9/2009	\$4.98	\$4.98	0.00%	\$0.00
7/9/2009	\$37.47	\$37.47	0.00%	\$0.00
7/9/2009	\$17.55	\$17.55	0.00%	\$0.00
7/9/2009	\$5.92	\$5.92	0.00%	\$0.00
7/9/2009	\$8.53	\$8.53	0.00%	\$0.00
7/9/2009	\$14.00	\$14.00	0.00%	\$0.00
7/9/2009	\$8.12	\$8.12	0.00%	\$0.00
7/9/2009	\$8.84	\$8.84	0.00%	\$0.00
7/16/2009	\$35.00	\$35.00	0.00%	\$0.00
7/16/2009	\$20.00	\$20.00	0.00%	\$0.00
7/16/2009	\$37.14	\$37.14	0.00%	\$0.00
7/16/2009	\$12.70	\$12.70	0.00%	\$0.00
7/16/2009	\$26.20	\$26.20	0.00%	\$0.00

7/17/2009	\$49.85	\$49.85	0.00%	\$0.00
7/17/2009	\$1.78	\$1.78	0.00%	\$0.00
7/17/2009	\$1.84	\$1.84	0.00%	\$0.00
7/17/2009	\$49.70	\$49.70	0.00%	\$0.00
7/17/2009	\$58.27	\$58.27	0.00%	\$0.00
7/21/2009	\$17.88	\$17.88	0.00%	\$0.00
7/21/2009	\$16.31	\$16.31	0.00%	\$0.00
7/21/2009	\$7.43	\$7.43	0.00%	\$0.00
7/21/2009	\$4.45	\$4.45	0.00%	\$0.00
7/21/2009	\$5.91	\$5.91	0.00%	\$0.00
7/21/2009	\$6.94	\$6.94	0.00%	\$0.00
7/21/2009	\$6.96	\$6.96	0.00%	\$0.00
7/23/2009	\$68.31	\$68.31	0.00%	\$0.00
7/21/2009	\$113.98	\$113.98	0.00%	\$0.00
6/22/2009	\$48.17	\$48.17	0.00%	\$0.00
6/30/2009	\$13.26	\$13.26	0.00%	\$0.00
5/5/2009	(\$456.05)	(\$456.05)	0.00%	\$0.00
5/5/2009	\$456.05	\$456.05	0.00%	\$0.00
5/5/2009	(\$165.63)	(\$165.63)	0.00%	\$0.00
5/5/2009	\$165.63	\$165.63	0.00%	\$0.00
5/5/2009	(\$165.63)	(\$165.63)	0.00%	\$0.00
5/5/2009	\$165.63	\$165.63	0.00%	\$0.00
5/5/2009	(\$201.52)	(\$201.52)	0.00%	\$0.00
5/5/2009	\$201.52	\$201.52	0.00%	\$0.00
5/5/2009	\$121.51	\$121.51	0.00%	\$0.00
6/29/2009	\$106.64	\$106.64	0.00%	\$0.00
7/9/2009	\$11.04	\$11.04	0.00%	\$0.00
7/9/2009	\$8.12	\$8.12	0.00%	\$0.00
7/16/2009	\$67.13	\$67.13	0.00%	\$0.00
7/15/2009	\$45.43	\$45.43	0.00%	\$0.00
7/15/2009	\$10.86	\$10.86	0.00%	\$0.00
7/15/2009	\$3.00	\$3.00	0.00%	\$0.00
7/13/2009	\$9.75	\$9.75	0.00%	\$0.00
7/13/2009	\$27.10	\$27.10	0.00%	\$0.00
7/13/2009	\$8.12	\$8.12	0.00%	\$0.00
7/13/2009	\$14.00	\$14.00	0.00%	\$0.00
7/13/2009	\$9.42	\$9.42	0.00%	\$0.00
7/13/2009	\$17.55	\$17.55	0.00%	\$0.00
7/13/2009	\$3.00	\$3.00	0.00%	\$0.00
7/13/2009	\$5.98	\$5.98	0.00%	\$0.00
7/13/2009	\$6.35	\$6.35	0.00%	\$0.00
7/17/2009	\$4.45	\$4.45	0.00%	\$0.00
7/17/2009	\$2.32	\$2.32	0.00%	\$0.00
7/17/2009	\$21.09	\$21.09	0.00%	\$0.00
7/22/2009	\$36.29	\$36.29	0.00%	\$0.00
7/22/2009	\$14.00	\$14.00	0.00%	\$0.00
7/22/2009	\$3.00	\$3.00	0.00%	\$0.00
7/22/2009	\$4.09	\$4.09	0.00%	\$0.00
7/22/2009	\$10.13	\$10.13	0.00%	\$0.00
7/16/2009	\$100.32	\$100.32	0.00%	\$0.00
7/16/2009	\$26.34	\$26.34	0.00%	\$0.00
7/13/2009	\$7.93	\$7.93	0.00%	\$0.00

7/13/2009	\$33.40	\$33.40	0.00%	\$0.00
7/13/2009	\$62.09	\$62.09	0.00%	\$0.00
7/13/2009	\$69.62	\$69.62	0.00%	\$0.00
7/15/2009	\$7.93	\$7.93	0.00%	\$0.00
7/15/2009	\$33.40	\$33.40	0.00%	\$0.00
7/15/2009	\$62.09	\$62.09	0.00%	\$0.00
7/15/2009	\$69.62	\$69.62	0.00%	\$0.00
7/20/2009	\$7.93	\$7.93	0.00%	\$0.00
7/20/2009	\$33.40	\$33.40	0.00%	\$0.00
7/20/2009	\$62.09	\$62.09	0.00%	\$0.00
7/20/2009	\$69.62	\$69.62	0.00%	\$0.00
7/14/2009	\$7.93	\$7.93	0.00%	\$0.00
7/14/2009	\$33.40	\$33.40	0.00%	\$0.00
7/14/2009	\$62.09	\$62.09	0.00%	\$0.00
7/14/2009	\$69.62	\$69.62	0.00%	\$0.00
6/30/2009	\$67.13	\$67.13	0.00%	\$0.00
7/10/2009	\$36.29	\$36.29	0.00%	\$0.00
7/10/2009	\$2.67	\$2.67	0.00%	\$0.00
7/24/2009	\$36.29	\$36.29	0.00%	\$0.00
7/24/2009	\$2.67	\$2.67	0.00%	\$0.00
7/24/2009	\$2.47	\$2.47	0.00%	\$0.00
6/12/2009	\$36.29	\$36.29	0.00%	\$0.00
6/12/2009	\$2.67	\$2.67	0.00%	\$0.00
6/26/2009	\$36.29	\$36.29	0.00%	\$0.00
6/26/2009	\$2.67	\$2.67	0.00%	\$0.00
7/27/2009	\$36.29	\$36.29	0.00%	\$0.00
7/20/2009	\$3.62	\$3.62	0.00%	\$0.00
7/22/2009	\$67.13	\$67.13	0.00%	\$0.00
7/27/2009	\$67.13	\$67.13	0.00%	\$0.00
7/27/2009	\$103.98	\$103.98	0.00%	\$0.00
7/27/2009	\$59.00	\$59.00	0.00%	\$0.00
7/27/2009	\$20.94	\$20.94	0.00%	\$0.00
7/27/2009	\$36.66	\$36.66	0.00%	\$0.00
7/27/2009	\$36.66	\$36.66	0.00%	\$0.00
7/27/2009	\$20.94	\$20.94	0.00%	\$0.00
7/27/2009	\$20.94	\$20.94	0.00%	\$0.00
6/24/2009	\$3.00	\$3.00	0.00%	\$0.00
7/14/2009	\$7.46	\$7.46	0.00%	\$0.00
7/14/2009	\$7.44	\$7.44	0.00%	\$0.00
7/10/2009	\$123.48	\$123.48	0.00%	\$0.00
7/10/2009	\$41.49	\$41.49	0.00%	\$0.00
7/10/2009	\$698.08	\$698.08	0.00%	\$0.00
7/21/2009	\$100.32	\$100.32	0.00%	\$0.00
7/21/2009	\$3.31	\$3.31	0.00%	\$0.00
7/13/2009	\$8.62	\$8.62	0.00%	\$0.00
7/13/2009	\$4.76	\$4.76	0.00%	\$0.00
7/13/2009	\$87.69	\$87.69	0.00%	\$0.00
7/13/2009	\$74.08	\$74.08	0.00%	\$0.00
7/25/2009	\$36.29	\$36.29	0.00%	\$0.00
7/25/2009	\$8.12	\$8.12	0.00%	\$0.00
7/25/2009	\$14.00	\$14.00	0.00%	\$0.00
7/25/2009	\$11.04	\$11.04	0.00%	\$0.00

7/25/2009	\$3.00	\$3.00	0.00%	\$0.00
7/25/2009	\$19.22	\$19.22	0.00%	\$0.00
7/22/2009	\$11.79	\$11.79	0.00%	\$0.00
7/22/2009	\$29.40	\$29.40	0.00%	\$0.00
7/22/2009	\$14.43	\$14.43	0.00%	\$0.00
7/22/2009	\$4.44	\$4.44	0.00%	\$0.00
7/22/2009	\$4.55	\$4.55	0.00%	\$0.00
7/22/2009	\$1.85	\$1.85	0.00%	\$0.00
7/22/2009	\$17.49	\$17.49	0.00%	\$0.00
7/22/2009	\$3.44	\$3.44	0.00%	\$0.00
7/22/2009	\$3.44	\$3.44	0.00%	\$0.00
7/22/2009	\$594.32	\$594.32	0.00%	\$0.00
7/22/2009	\$6.88	\$6.88	0.00%	\$0.00
7/22/2009	\$611.80	\$611.80	0.00%	\$0.00
7/21/2009	\$36.29	\$36.29	0.00%	\$0.00
7/21/2009	\$19.29	\$19.29	0.00%	\$0.00
7/6/2009	\$7.43	\$7.43	0.00%	\$0.00
7/6/2009	\$142.11	\$142.11	0.00%	\$0.00
7/6/2009	\$8.54	\$8.54	0.00%	\$0.00
7/24/2009	\$36.29	\$36.29	0.00%	\$0.00
7/24/2009	\$12.52	\$12.52	0.00%	\$0.00
7/24/2009	\$50.21	\$50.21	0.00%	\$0.00
7/27/2009	\$36.29	\$36.29	0.00%	\$0.00
7/27/2009	\$10.13	\$10.13	0.00%	\$0.00
7/27/2009	\$11.04	\$11.04	0.00%	\$0.00
7/27/2009	\$14.00	\$14.00	0.00%	\$0.00
7/27/2009	\$3.00	\$3.00	0.00%	\$0.00
7/27/2009	\$8.12	\$8.12	0.00%	\$0.00
7/27/2009	\$28.22	\$28.22	0.00%	\$0.00
7/27/2009	\$125.32	\$125.32	0.00%	\$0.00
7/3/2008	\$36.29	\$36.29	0.00%	\$0.00
7/7/2009	\$36.29	\$36.29	0.00%	\$0.00
7/7/2009	\$4.09	\$4.09	0.00%	\$0.00
7/7/2009	\$2.35	\$2.35	0.00%	\$0.00
7/7/2009	\$5.40	\$5.40	0.00%	\$0.00
6/10/2009	\$11.00	\$11.00	0.00%	\$0.00
7/21/2009	\$36.29	\$36.29	0.00%	\$0.00
7/28/2009	\$36.29	\$36.29	0.00%	\$0.00
7/28/2009	\$5.09	\$5.09	0.00%	\$0.00
7/28/2009	\$27.28	\$27.28	0.00%	\$0.00
7/28/2009	\$12.52	\$12.52	0.00%	\$0.00
7/24/2009	\$20.88	\$20.88	0.00%	\$0.00
7/24/2009	\$8.40	\$8.40	0.00%	\$0.00
7/24/2009	\$3.13	\$3.13	0.00%	\$0.00
7/20/2009	\$20.88	\$20.88	0.00%	\$0.00
7/20/2009	\$8.40	\$8.40	0.00%	\$0.00
7/20/2009	\$3.13	\$3.13	0.00%	\$0.00
7/22/2009	\$20.88	\$20.88	0.00%	\$0.00
7/22/2009	\$8.40	\$8.40	0.00%	\$0.00
7/22/2009	\$3.13	\$3.13	0.00%	\$0.00
7/15/2009	\$99.54	\$99.54	0.00%	\$0.00
7/15/2009	\$98.38	\$98.38	0.00%	\$0.00

7/15/2009	\$3.00	\$3.00	0.00%	\$0.00
7/15/2009	\$37.33	\$37.33	0.00%	\$0.00
7/15/2009	\$2.35	\$2.35	0.00%	\$0.00
7/15/2009	\$9.03	\$9.03	0.00%	\$0.00
7/15/2009	\$19.41	\$19.41	0.00%	\$0.00
7/15/2009	\$19.34	\$19.34	0.00%	\$0.00
7/15/2009	\$20.24	\$20.24	0.00%	\$0.00
7/15/2009	\$6.76	\$6.76	0.00%	\$0.00
7/15/2009	\$7.19	\$7.19	0.00%	\$0.00
7/15/2009	\$29.19	\$29.19	0.00%	\$0.00
7/15/2009	\$27.67	\$27.67	0.00%	\$0.00
7/15/2009	\$36.66	\$36.66	0.00%	\$0.00
7/15/2009	\$8.99	\$8.99	0.00%	\$0.00
7/15/2009	\$36.66	\$36.66	0.00%	\$0.00
7/24/2009	\$53.31	\$53.31	0.00%	\$0.00
7/11/2009	\$117.11	\$117.11	0.00%	\$0.00
11/1/2008	(\$12.75)	(\$9.56)	0.25%	\$3.19
7/21/2009	\$20.51	\$20.51	0.00%	\$0.00
7/21/2009	\$0.16	\$0.16	0.00%	\$0.00
7/23/2009	\$3.24	\$3.24	0.00%	\$0.00
7/23/2009	\$130.28	\$130.28	0.00%	\$0.00
7/23/2009	\$44.25	\$44.25	0.00%	\$0.00
7/23/2009	\$6.40	\$6.40	0.00%	\$0.00
7/20/2009	\$126.48	\$126.48	0.00%	\$0.00
7/20/2009	\$78.55	\$78.55	0.00%	\$0.00
7/20/2009	\$26.85	\$26.85	0.00%	\$0.00
7/20/2009	\$14.47	\$14.47	0.00%	\$0.00
7/13/2009	(\$53.99)	(\$53.99)	0.00%	\$0.00
7/23/2009	\$17.35	\$17.35	0.00%	\$0.00
7/20/2009	\$1.29	\$1.29	0.00%	\$0.00
7/21/2009	\$10.27	\$10.27	0.00%	\$0.00
7/21/2009	\$91.96	\$91.96	0.00%	\$0.00
7/22/2009	\$159.90	\$159.90	0.00%	\$0.00
7/18/2009	\$101.01	\$101.01	0.00%	\$0.00
7/18/2009	\$50.54	\$50.54	0.00%	\$0.00
7/23/2009	\$59.09	\$59.09	0.00%	\$0.00
7/22/2009	\$7.41	\$7.41	0.00%	\$0.00
7/21/2009	\$4.20	\$4.20	0.00%	\$0.00
7/24/2009	\$73.66	\$73.66	0.00%	\$0.00
7/20/2009	\$149.72	\$149.72	0.00%	\$0.00
7/24/2009	\$201.06	\$201.06	0.00%	\$0.00
7/24/2009	\$53.09	\$53.09	0.00%	\$0.00
7/21/2009	\$0.10	\$0.10	0.00%	\$0.00
6/13/2009	(\$51.67)	(\$51.67)	0.00%	\$0.00
7/21/2009	\$15.05	\$15.05	0.00%	\$0.00
7/21/2009	\$6.65	\$6.65	0.00%	\$0.00
7/20/2009	\$94.13	\$94.13	0.00%	\$0.00
7/20/2009	\$124.51	\$124.51	0.00%	\$0.00
7/23/2009	\$69.86	\$69.86	0.00%	\$0.00
7/23/2009	\$182.24	\$182.24	0.00%	\$0.00
7/23/2009	\$69.44	\$69.44	0.00%	\$0.00
7/22/2009	\$14.63	\$14.63	0.00%	\$0.00

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7/24/2009	\$16.66	\$16.66	0.00%	\$0.00
7/24/2009	\$28.69	\$28.69	0.00%	\$0.00
7/20/2009	\$48.68	\$48.68	0.00%	\$0.00
7/20/2009	\$91.94	\$91.94	0.00%	\$0.00
7/24/2009	\$110.43	\$110.43	0.00%	\$0.00
7/20/2009	\$143.56	\$143.56	0.00%	\$0.00
7/21/2009	\$94.13	\$94.13	0.00%	\$0.00
7/18/2009	\$3.10	\$3.10	0.00%	\$0.00
7/23/2009	\$51.72	\$51.72	0.00%	\$0.00
7/23/2009	\$44.00	\$44.00	0.00%	\$0.00
7/11/2009	(\$94.13)	(\$94.13)	0.00%	\$0.00
7/11/2009	\$94.13	\$94.13	0.00%	\$0.00
7/18/2009	\$126.48	\$126.48	0.00%	\$0.00
7/22/2009	\$37.47	\$37.47	0.00%	\$0.00
7/22/2009	\$31.90	\$31.90	0.00%	\$0.00
7/20/2009	\$164.60	\$164.60	0.00%	\$0.00
7/20/2009	\$520.10	\$520.10	0.00%	\$0.00
7/20/2009	\$35.75	\$35.75	0.00%	\$0.00
7/20/2009	\$888.78	\$888.78	0.00%	\$0.00
7/18/2009	\$19.22	\$19.22	0.00%	\$0.00
7/18/2009	\$57.02	\$57.02	0.00%	\$0.00
7/23/2009	\$8.10	\$8.10	0.00%	\$0.00
7/13/2009	(\$30.12)	(\$30.12)	0.00%	\$0.00
7/24/2009	\$30.12	\$30.12	0.00%	\$0.00
7/19/2009	\$2.69	\$2.69	0.00%	\$0.00
7/24/2009	\$60.97	\$60.97	0.00%	\$0.00
7/21/2009	\$0.40	\$0.40	0.00%	\$0.00
7/8/2009	(\$279.37)	(\$279.37)	0.00%	\$0.00
7/8/2009	\$279.37	\$279.37	0.00%	\$0.00
7/22/2009	\$1.20	\$1.20	0.00%	\$0.00
7/23/2009	\$107.83	\$107.83	0.00%	\$0.00
7/23/2009	\$44.02	\$44.02	0.00%	\$0.00
7/24/2009	\$1.31	\$1.31	0.00%	\$0.00
7/24/2009	\$26.59	\$26.59	0.00%	\$0.00
7/22/2009	\$14.15	\$14.15	0.00%	\$0.00
7/23/2009	\$5.15	\$5.15	0.00%	\$0.00
7/24/2009	\$38.59	\$38.59	0.00%	\$0.00
7/24/2009	\$13.75	\$13.75	0.00%	\$0.00
7/20/2009	\$181.67	\$181.67	0.00%	\$0.00
7/20/2009	\$14.19	\$14.19	0.00%	\$0.00
7/19/2009	\$35.71	\$35.71	0.00%	\$0.00
7/24/2009	\$181.14	\$181.14	0.00%	\$0.00
7/18/2009	\$77.17	\$77.17	0.00%	\$0.00
7/12/2009	(\$94.13)	(\$94.13)	0.00%	\$0.00
7/12/2009	\$94.13	\$94.13	0.00%	\$0.00
7/22/2009	\$29.66	\$29.66	0.00%	\$0.00
7/21/2009	\$34.69	\$34.69	0.00%	\$0.00
7/18/2009	\$5.08	\$5.08	0.00%	\$0.00
7/19/2009	\$1.14	\$1.14	0.00%	\$0.00
7/22/2009	\$343.38	\$343.38	0.00%	\$0.00
7/24/2009	\$73.40	\$73.40	0.00%	\$0.00
7/20/2009	\$58.63	\$58.63	0.00%	\$0.00

7/8/2009	(\$94.13)	(\$94.13)	0.00%	\$0.00
7/8/2009	\$94.13	\$94.13	0.00%	\$0.00
7/7/2009	(\$82.43)	(\$82.43)	0.00%	\$0.00
7/21/2009	\$111.02	\$111.02	0.00%	\$0.00
7/24/2009	\$83.64	\$83.64	0.00%	\$0.00
7/5/2009	(\$94.13)	(\$94.13)	0.00%	\$0.00
7/5/2009	\$94.13	\$94.13	0.00%	\$0.00
7/21/2009	\$85.76	\$85.76	0.00%	\$0.00
7/20/2009	\$41.61	\$41.61	0.00%	\$0.00
7/20/2009	\$66.31	\$66.31	0.00%	\$0.00
7/7/2009	(\$90.52)	(\$90.52)	0.00%	\$0.00
7/9/2009	(\$180.51)	(\$180.51)	0.00%	\$0.00
7/20/2009	\$15.35	\$15.35	0.00%	\$0.00
7/17/2009	(\$107.40)	(\$107.40)	0.00%	\$0.00
7/17/2009	\$810.40	\$810.40	0.00%	\$0.00
7/23/2009	\$4.92	\$4.92	0.00%	\$0.00
7/24/2009	\$94.13	\$94.13	0.00%	\$0.00
7/24/2009	\$71.50	\$71.50	0.00%	\$0.00
7/24/2009	\$182.24	\$182.24	0.00%	\$0.00
7/24/2009	\$28.16	\$28.16	0.00%	\$0.00
7/24/2009	\$108.26	\$108.26	0.00%	\$0.00
7/21/2009	\$1.14	\$1.14	0.00%	\$0.00
7/24/2009	\$68.37	\$68.37	0.00%	\$0.00
7/24/2009	\$83.04	\$83.04	0.00%	\$0.00
7/22/2009	\$44.78	\$44.78	0.00%	\$0.00
7/11/2009	(\$9.20)	(\$9.20)	0.00%	\$0.00
7/11/2009	\$9.20	\$9.20	0.00%	\$0.00
7/14/2009	(\$206.26)	(\$206.26)	0.00%	\$0.00
7/23/2009	\$3.80	\$3.80	0.00%	\$0.00
7/23/2009	\$16.85	\$16.85	0.00%	\$0.00
7/23/2009	\$94.96	\$94.96	0.00%	\$0.00
7/23/2009	\$30.69	\$30.69	0.00%	\$0.00
7/23/2009	\$59.41	\$59.41	0.00%	\$0.00
7/23/2009	\$27.51	\$27.51	0.00%	\$0.00
7/23/2009	\$100.66	\$100.66	0.00%	\$0.00
7/21/2009	\$5.55	\$5.55	0.00%	\$0.00
7/22/2009	\$15.65	\$15.65	0.00%	\$0.00
7/23/2009	\$343.38	\$343.38	0.00%	\$0.00
7/21/2009	\$84.62	\$84.62	0.00%	\$0.00
7/22/2009	\$15.37	\$15.37	0.00%	\$0.00
7/22/2009	\$17.67	\$17.67	0.00%	\$0.00
7/20/2009	\$143.56	\$143.56	0.00%	\$0.00
7/22/2009	\$557.72	\$557.72	0.00%	\$0.00
7/22/2009	\$354.69	\$354.69	0.00%	\$0.00
7/22/2009	\$2.95	\$2.95	0.00%	\$0.00
7/22/2009	\$209.52	\$209.52	0.00%	\$0.00
7/20/2009	\$143.56	\$143.56	0.00%	\$0.00
7/22/2009	\$60.97	\$60.97	0.00%	\$0.00
7/23/2009	\$3.53	\$3.53	0.00%	\$0.00
7/23/2009	\$29.91	\$29.91	0.00%	\$0.00
7/23/2009	\$0.50	\$0.50	0.00%	\$0.00
7/20/2009	\$1.03	\$1.03	0.00%	\$0.00

7/22/2009	\$56.04	\$56.04	0.00%	\$0.00
7/18/2009	\$107.57	\$107.57	0.00%	\$0.00
7/20/2009	\$454.61	\$454.61	0.00%	\$0.00
7/14/2009	(\$66.70)	(\$66.70)	0.00%	\$0.00
7/14/2009	\$66.70	\$66.70	0.00%	\$0.00
7/20/2009	\$143.38	\$143.38	0.00%	\$0.00
7/20/2009	\$2.70	\$2.70	0.00%	\$0.00
7/20/2009	\$186.75	\$186.75	0.00%	\$0.00
7/21/2009	\$64.39	\$64.39	0.00%	\$0.00
7/23/2009	\$5.24	\$5.24	0.00%	\$0.00
7/24/2009	\$55.92	\$55.92	0.00%	\$0.00
7/22/2009	\$0.41	\$0.41	0.00%	\$0.00
7/22/2009	\$6.90	\$6.90	0.00%	\$0.00
	\$53,104.14	\$53,247.28	0.50%	\$143.14

7/20/2009	\$1,680.31	\$1,680.31	0.00%	\$0.00
7/21/2009	\$76.27	\$76.27	0.00%	\$0.00
7/19/2009	\$1,720.05	\$1,720.05	0.00%	\$0.00
7/23/2009	\$1,418.60	\$1,418.60	0.00%	\$0.00
7/20/2009	\$193.89	\$193.89	0.00%	\$0.00
6/9/2009	\$21,147.00	\$21,147.00	0.00%	\$0.00
5/6/2009	(\$2,445.70)	(\$2,445.70)	0.00%	\$0.00
5/6/2009	\$2,445.70	\$2,445.70	0.00%	\$0.00
7/10/2009	\$265.63	\$265.63	0.00%	\$0.00
7/22/2009	\$310.80	\$310.80	0.00%	\$0.00
5/21/2009	(\$1,832.00)	(\$1,832.00)	0.00%	\$0.00
5/21/2009	\$2,581.39	\$2,581.39	0.00%	\$0.00
7/22/2009	\$2,276.22	\$2,276.22	0.00%	\$0.00
7/18/2009	\$8,205.79	\$8,205.79	0.00%	\$0.00
7/20/2009	\$1,320.03	\$1,320.03	0.00%	\$0.00
7/21/2009	\$216.00	\$216.00	0.00%	\$0.00
7/21/2009	\$1,093.64	\$1,093.64	0.00%	\$0.00
7/23/2009	\$645.63	\$645.63	0.00%	\$0.00
7/15/2009	\$822.90	\$822.90	0.00%	\$0.00
7/15/2009	\$429.51	\$429.51	0.00%	\$0.00
7/1/2009	\$779.25	\$779.25	0.00%	\$0.00
7/23/2009	\$316.40	\$316.40	0.00%	\$0.00
7/21/2009	\$392.00	\$392.00	0.00%	\$0.00
6/28/2009	\$813.75	\$813.75	0.00%	\$0.00
7/19/2009	\$866.32	\$866.32	0.00%	\$0.00
6/26/2009	\$1,621.00	\$1,621.00	0.00%	\$0.00
7/3/2009	\$588.31	\$588.31	0.00%	\$0.00
7/20/2009	\$705.34	\$705.34	0.00%	\$0.00
7/22/2009	\$846.03	\$846.03	0.00%	\$0.00
7/20/2009	\$564.03	\$564.03	0.00%	\$0.00
7/23/2009	\$226.31	\$226.31	0.00%	\$0.00
7/22/2009	\$1,117.10	\$1,117.10	0.00%	\$0.00
7/9/2009	\$4,686.24	\$4,686.24	0.00%	\$0.00

7/3/2009	\$0.00	\$0.00	0.00%	\$0.00
7/20/2009	\$72.13	\$72.13	0.00%	\$0.00
7/20/2009	\$1.19	\$1.19	0.00%	\$0.00
7/20/2009	\$27.28	\$27.28	0.00%	\$0.00
7/9/2009	\$47.24	\$47.24	0.00%	\$0.00
7/9/2009	\$82.93	\$82.93	0.00%	\$0.00
7/9/2009	\$43.84	\$43.84	0.00%	\$0.00
7/9/2009	\$33.22	\$33.22	0.00%	\$0.00
7/9/2009	\$32.14	\$32.14	0.00%	\$0.00
7/9/2009	\$22.45	\$22.45	0.00%	\$0.00
7/9/2009	\$21.39	\$21.39	0.00%	\$0.00
7/9/2009	\$19.81	\$19.81	0.00%	\$0.00
7/9/2009	\$18.86	\$18.86	0.00%	\$0.00
7/9/2009	\$18.39	\$18.39	0.00%	\$0.00
7/9/2009	\$16.93	\$16.93	0.00%	\$0.00
7/9/2009	\$13.11	\$13.11	0.00%	\$0.00
7/9/2009	\$6.28	\$6.28	0.00%	\$0.00
7/9/2009	\$4.35	\$4.35	0.00%	\$0.00
7/9/2009	\$2.63	\$2.63	0.00%	\$0.00
7/8/2009	\$105.60	\$105.60	0.00%	\$0.00
7/8/2009	\$52.68	\$52.68	0.00%	\$0.00
7/8/2009	\$52.68	\$52.68	0.00%	\$0.00
7/24/2009	\$105.32	\$105.32	0.00%	\$0.00
7/24/2009	\$3.31	\$3.31	0.00%	\$0.00
6/25/2009	\$78.91	\$78.91	0.00%	\$0.00
6/26/2009	\$96.58	\$96.58	0.00%	\$0.00
6/27/2009	\$216.01	\$216.01	0.00%	\$0.00
7/23/2009	\$279.24	\$279.24	0.00%	\$0.00
7/23/2009	\$41.29	\$41.29	0.00%	\$0.00
7/27/2009	\$41.29	\$41.29	0.00%	\$0.00
7/24/2009	\$72.13	\$72.13	0.00%	\$0.00
7/21/2009	\$42.03	\$42.03	0.00%	\$0.00
7/14/2009	\$61.29	\$61.29	0.00%	\$0.00
7/14/2009	\$8.12	\$8.12	0.00%	\$0.00
7/14/2009	\$5.71	\$5.71	0.00%	\$0.00
7/14/2009	\$3.31	\$3.31	0.00%	\$0.00
7/17/2009	\$9.75	\$9.75	0.00%	\$0.00
7/17/2009	\$10.55	\$10.55	0.00%	\$0.00
7/17/2009	\$12.36	\$12.36	0.00%	\$0.00
7/17/2009	\$15.49	\$15.49	0.00%	\$0.00
6/23/2009	\$0.03	\$0.03	0.00%	\$0.00
7/14/2009	\$89.01	\$89.01	0.00%	\$0.00
7/14/2009	\$0.01	\$0.01	0.00%	\$0.00
7/14/2009	\$25.00	\$25.00	0.00%	\$0.00
7/14/2009	\$0.01	\$0.01	0.00%	\$0.00
7/14/2009	\$12.70	\$12.70	0.00%	\$0.00
7/17/2009	\$9.75	\$9.75	0.00%	\$0.00
7/17/2009	\$10.55	\$10.55	0.00%	\$0.00
7/17/2009	\$12.36	\$12.36	0.00%	\$0.00
7/17/2009	\$15.49	\$15.49	0.00%	\$0.00
7/8/2009	\$122.11	\$122.11	0.00%	\$0.00
7/8/2009	\$30.85	\$30.85	0.00%	\$0.00

7/8/2009	\$29.81	\$29.81	0.00%	\$0.00
6/26/2009	\$752.40	\$752.40	0.00%	\$0.00
6/24/2009	\$65.78	\$65.78	0.00%	\$0.00
6/24/2009	\$75.29	\$75.29	0.00%	\$0.00
6/24/2009	\$22.20	\$22.20	0.00%	\$0.00
6/24/2009	\$24.53	\$24.53	0.00%	\$0.00
6/24/2009	\$3.28	\$3.28	0.00%	\$0.00
7/24/2009	\$84.33	\$84.33	0.00%	\$0.00
7/8/2009	\$78.38	\$78.38	0.00%	\$0.00
7/8/2009	\$18.68	\$18.68	0.00%	\$0.00
7/24/2009	\$72.13	\$72.13	0.00%	\$0.00
7/22/2009	\$32.10	\$32.10	0.00%	\$0.00
7/20/2009	\$3.00	\$3.00	0.00%	\$0.00
7/20/2009	\$37.33	\$37.33	0.00%	\$0.00
7/20/2009	\$6.34	\$6.34	0.00%	\$0.00
7/23/2009	\$18.26	\$18.26	0.00%	\$0.00
7/24/2009	\$72.13	\$72.13	0.00%	\$0.00
7/18/2009	\$53.81	\$53.81	0.00%	\$0.00
7/20/2009	\$163.49	\$163.49	0.00%	\$0.00
7/10/2009	\$41.29	\$41.29	0.00%	\$0.00
7/15/2009	\$2,454.80	\$2,454.80	0.00%	\$0.00
7/15/2009	\$199.45	\$199.45	0.00%	\$0.00
7/15/2009	\$134.06	\$134.06	0.00%	\$0.00
7/15/2009	\$31.05	\$31.05	0.00%	\$0.00
7/15/2009	\$0.43	\$0.43	0.00%	\$0.00
7/15/2009	\$0.81	\$0.81	0.00%	\$0.00
7/15/2009	\$0.62	\$0.62	0.00%	\$0.00
7/23/2009	\$68.00	\$68.00	0.00%	\$0.00
7/23/2009	\$72.13	\$72.13	0.00%	\$0.00
7/23/2009	\$0.43	\$0.43	0.00%	\$0.00
7/22/2009	\$41.29	\$41.29	0.00%	\$0.00
7/28/2009	\$171.23	\$171.23	0.00%	\$0.00
7/28/2009	\$73.31	\$73.31	0.00%	\$0.00
7/28/2009	\$5.07	\$5.07	0.00%	\$0.00
4/17/2009	(\$260.42)	(\$260.42)	0.00%	\$0.00
4/17/2009	\$260.42	\$260.42	0.00%	\$0.00
4/17/2009	(\$155.04)	(\$155.04)	0.00%	\$0.00
4/17/2009	\$203.68	\$203.68	0.00%	\$0.00
7/21/2009	\$162.52	\$162.52	0.00%	\$0.00
7/21/2009	\$57.88	\$57.88	0.00%	\$0.00
7/20/2009	\$431.58	\$431.58	0.00%	\$0.00
7/20/2009	\$1,800.69	\$1,800.69	0.00%	\$0.00
7/21/2009	\$72.13	\$72.13	0.00%	\$0.00
7/21/2009	\$8.12	\$8.12	0.00%	\$0.00
7/21/2009	\$27.28	\$27.28	0.00%	\$0.00
7/21/2009	\$1.33	\$1.33	0.00%	\$0.00
7/24/2009	\$41.29	\$41.29	0.00%	\$0.00
7/24/2009	\$163.49	\$163.49	0.00%	\$0.00
7/27/2009	\$41.29	\$41.29	0.00%	\$0.00
7/13/2009	\$3.00	\$3.00	0.00%	\$0.00
7/13/2009	\$104.33	\$104.33	0.00%	\$0.00
7/13/2009	\$103.98	\$103.98	0.00%	\$0.00

7/10/2009	\$5.50	\$5.50	0.00%	\$0.00
7/10/2009	\$5.50	\$5.50	0.00%	\$0.00
7/11/2009	\$5.50	\$5.50	0.00%	\$0.00
7/11/2009	\$5.50	\$5.50	0.00%	\$0.00
7/15/2009	\$105.32	\$105.32	0.00%	\$0.00
7/18/2009	\$4.57	\$4.57	0.00%	\$0.00
7/18/2009	\$41.56	\$41.56	0.00%	\$0.00
7/28/2009	\$7.02	\$7.02	0.00%	\$0.00
7/28/2009	\$11.51	\$11.51	0.00%	\$0.00
7/28/2009	\$5.60	\$5.60	0.00%	\$0.00
7/28/2009	\$1.85	\$1.85	0.00%	\$0.00
7/16/2009	\$19.70	\$19.70	0.00%	\$0.00
7/16/2009	\$32.37	\$32.37	0.00%	\$0.00
6/25/2009	\$15.26	\$15.26	0.00%	\$0.00
6/25/2009	\$18.68	\$18.68	0.00%	\$0.00
6/25/2009	\$32.37	\$32.37	0.00%	\$0.00
6/25/2009	\$5.97	\$5.97	0.00%	\$0.00
6/25/2009	\$6.34	\$6.34	0.00%	\$0.00
6/25/2009	\$12.36	\$12.36	0.00%	\$0.00
6/25/2009	\$15.49	\$15.49	0.00%	\$0.00
6/25/2009	\$9.75	\$9.75	0.00%	\$0.00
7/24/2009	\$176.07	\$176.07	0.00%	\$0.00
7/24/2009	\$41.29	\$41.29	0.00%	\$0.00
7/24/2009	\$8.12	\$8.12	0.00%	\$0.00
7/28/2009	\$92.92	\$92.92	0.00%	\$0.00
7/27/2009	\$92.92	\$92.92	0.00%	\$0.00
7/26/2009	\$92.92	\$92.92	0.00%	\$0.00
7/25/2009	\$92.92	\$92.92	0.00%	\$0.00
7/17/2009	\$0.30	\$0.30	0.00%	\$0.00
7/17/2009	\$4.09	\$4.09	0.00%	\$0.00
7/17/2009	\$10.13	\$10.13	0.00%	\$0.00
7/17/2009	\$14.00	\$14.00	0.00%	\$0.00
7/17/2009	\$3.00	\$3.00	0.00%	\$0.00
7/17/2009	\$8.53	\$8.53	0.00%	\$0.00
6/23/2009	\$41.29	\$41.29	0.00%	\$0.00
7/23/2009	\$32.10	\$32.10	0.00%	\$0.00
7/23/2009	\$8.84	\$8.84	0.00%	\$0.00
7/23/2009	\$8.53	\$8.53	0.00%	\$0.00
7/23/2009	\$14.00	\$14.00	0.00%	\$0.00
7/23/2009	\$9.96	\$9.96	0.00%	\$0.00
7/23/2009	\$18.86	\$18.86	0.00%	\$0.00
7/23/2009	\$5.82	\$5.82	0.00%	\$0.00
7/23/2009	\$5.40	\$5.40	0.00%	\$0.00
7/23/2009	\$8.12	\$8.12	0.00%	\$0.00
7/23/2009	\$17.55	\$17.55	0.00%	\$0.00
7/23/2009	\$9.42	\$9.42	0.00%	\$0.00
7/23/2009	\$72.13	\$72.13	0.00%	\$0.00
7/23/2009	\$8.12	\$8.12	0.00%	\$0.00
7/23/2009	\$28.22	\$28.22	0.00%	\$0.00
7/14/2009	\$580.00	\$580.00	0.00%	\$0.00
7/14/2009	\$31.70	\$31.70	0.00%	\$0.00
7/8/2009	\$72.13	\$72.13	0.00%	\$0.00

7/8/2009	\$12.52	\$12.52	0.00%	\$0.00
7/8/2009	\$3.00	\$3.00	0.00%	\$0.00
7/8/2009	\$30.15	\$30.15	0.00%	\$0.00
7/8/2009	\$71.97	\$71.97	0.00%	\$0.00
7/8/2009	\$16.93	\$16.93	0.00%	\$0.00
7/8/2009	\$1.82	\$1.82	0.00%	\$0.00
7/8/2009	\$1.32	\$1.32	0.00%	\$0.00
7/8/2009	\$4.56	\$4.56	0.00%	\$0.00
7/17/2009	\$41.29	\$41.29	0.00%	\$0.00
7/16/2009	\$97.60	\$97.60	0.00%	\$0.00
7/8/2009	\$41.29	\$41.29	0.00%	\$0.00
7/8/2009	\$12.52	\$12.52	0.00%	\$0.00
7/8/2009	\$33.87	\$33.87	0.00%	\$0.00
7/25/2009	\$41.29	\$41.29	0.00%	\$0.00
7/25/2009	\$8.12	\$8.12	0.00%	\$0.00
7/21/2009	\$41.29	\$41.29	0.00%	\$0.00
7/21/2009	\$2.45	\$2.45	0.00%	\$0.00
7/23/2009	\$72.13	\$72.13	0.00%	\$0.00
7/23/2009	\$28.22	\$28.22	0.00%	\$0.00
7/23/2009	\$29.16	\$29.16	0.00%	\$0.00
7/27/2009	\$41.29	\$41.29	0.00%	\$0.00
7/24/2009	\$72.13	\$72.13	0.00%	\$0.00
7/24/2009	\$41.29	\$41.29	0.00%	\$0.00
7/24/2009	\$11.04	\$11.04	0.00%	\$0.00
7/24/2009	\$17.55	\$17.55	0.00%	\$0.00
7/24/2009	\$14.00	\$14.00	0.00%	\$0.00
7/23/2009	\$41.29	\$41.29	0.00%	\$0.00
7/23/2009	\$7.84	\$7.84	0.00%	\$0.00
7/23/2009	\$3.00	\$3.00	0.00%	\$0.00
7/27/2009	\$72.13	\$72.13	0.00%	\$0.00
7/27/2009	\$6.61	\$6.61	0.00%	\$0.00
7/27/2009	\$87.69	\$87.69	0.00%	\$0.00
6/29/2009	\$29.36	\$29.36	0.00%	\$0.00
6/29/2009	\$48.68	\$48.68	0.00%	\$0.00
6/29/2009	\$25.71	\$25.71	0.00%	\$0.00
6/26/2009	\$29.36	\$29.36	0.00%	\$0.00
6/26/2009	\$48.68	\$48.68	0.00%	\$0.00
6/26/2009	\$25.71	\$25.71	0.00%	\$0.00
6/24/2009	\$29.36	\$29.36	0.00%	\$0.00
6/24/2009	\$48.68	\$48.68	0.00%	\$0.00
6/24/2009	\$25.71	\$25.71	0.00%	\$0.00
6/22/2009	\$29.36	\$29.36	0.00%	\$0.00
6/22/2009	\$48.68	\$48.68	0.00%	\$0.00
6/22/2009	\$25.71	\$25.71	0.00%	\$0.00
6/19/2009	\$29.36	\$29.36	0.00%	\$0.00
6/19/2009	\$48.68	\$48.68	0.00%	\$0.00
6/19/2009	\$25.71	\$25.71	0.00%	\$0.00
7/2/2009	\$29.36	\$29.36	0.00%	\$0.00
7/2/2009	\$48.68	\$48.68	0.00%	\$0.00
7/2/2009	\$25.71	\$25.71	0.00%	\$0.00
7/1/2009	\$29.36	\$29.36	0.00%	\$0.00
7/1/2009	\$48.68	\$48.68	0.00%	\$0.00

7/1/2009	\$25.71	\$25.71	0.00%	\$0.00
7/10/2009	\$5.50	\$5.50	0.00%	\$0.00
7/10/2009	\$5.50	\$5.50	0.00%	\$0.00
7/10/2009	\$5.50	\$5.50	0.00%	\$0.00
7/10/2009	\$5.50	\$5.50	0.00%	\$0.00
7/10/2009	\$5.50	\$5.50	0.00%	\$0.00
7/10/2009	\$5.50	\$5.50	0.00%	\$0.00
7/27/2009	\$19.29	\$19.29	0.00%	\$0.00
7/24/2009	\$41.29	\$41.29	0.00%	\$0.00
7/22/2009	\$32.59	\$32.59	0.00%	\$0.00
7/2/2009	\$14.00	\$14.00	0.00%	\$0.00
7/21/2009	\$41.29	\$41.29	0.00%	\$0.00
7/21/2009	\$2.45	\$2.45	0.00%	\$0.00
7/24/2009	\$41.29	\$41.29	0.00%	\$0.00
7/24/2009	\$1.33	\$1.33	0.00%	\$0.00
7/24/2009	\$25.00	\$25.00	0.00%	\$0.00
7/24/2009	\$8.12	\$8.12	0.00%	\$0.00
7/27/2009	\$18.26	\$18.26	0.00%	\$0.00
7/27/2009	\$8.12	\$8.12	0.00%	\$0.00
7/27/2009	\$41.29	\$41.29	0.00%	\$0.00
7/28/2009	\$1.93	\$1.93	0.00%	\$0.00
7/28/2009	\$7.27	\$7.27	0.00%	\$0.00
7/28/2009	\$11.51	\$11.51	0.00%	\$0.00
7/28/2009	\$3.88	\$3.88	0.00%	\$0.00
7/28/2009	\$4.08	\$4.08	0.00%	\$0.00
7/14/2009	\$72.13	\$72.13	0.00%	\$0.00
7/20/2009	\$72.13	\$72.13	0.00%	\$0.00
7/20/2009	\$16.76	\$16.76	0.00%	\$0.00
6/11/2009	\$173.86	\$173.86	0.00%	\$0.00
7/9/2009	\$72.13	\$72.13	0.00%	\$0.00
7/15/2009	\$2.22	\$2.22	0.00%	\$0.00
7/15/2009	\$11.04	\$11.04	0.00%	\$0.00
7/15/2009	\$14.00	\$14.00	0.00%	\$0.00
7/15/2009	\$8.12	\$8.12	0.00%	\$0.00
7/22/2009	\$41.29	\$41.29	0.00%	\$0.00
5/25/2009	\$0.30	\$0.30	0.00%	\$0.00
5/25/2009	\$11.04	\$11.04	0.00%	\$0.00
5/25/2009	\$3.00	\$3.00	0.00%	\$0.00
7/21/2009	\$41.29	\$41.29	0.00%	\$0.00
7/20/2009	\$67.44	\$67.44	0.00%	\$0.00
7/24/2009	\$87.20	\$87.20	0.00%	\$0.00
7/24/2009	\$25.40	\$25.40	0.00%	\$0.00
7/24/2009	\$72.91	\$72.91	0.00%	\$0.00
7/24/2009	\$11.76	\$11.76	0.00%	\$0.00
7/24/2009	\$20.30	\$20.30	0.00%	\$0.00
7/21/2009	\$32.10	\$32.10	0.00%	\$0.00
7/21/2009	\$29.71	\$29.71	0.00%	\$0.00
7/21/2009	\$16.00	\$16.00	0.00%	\$0.00
7/21/2009	\$21.00	\$21.00	0.00%	\$0.00
7/21/2009	\$12.36	\$12.36	0.00%	\$0.00
7/21/2009	\$5.97	\$5.97	0.00%	\$0.00
7/21/2009	\$8.32	\$8.32	0.00%	\$0.00

7/21/2009	\$0.33	\$0.33	0.00%	\$0.00
7/22/2009	\$18.26	\$18.26	0.00%	\$0.00
7/22/2009	\$20.46	\$20.46	0.00%	\$0.00
6/4/2009	\$69.89	\$69.89	0.00%	\$0.00
7/15/2009	\$41.29	\$41.29	0.00%	\$0.00
7/15/2009	\$12.52	\$12.52	0.00%	\$0.00
7/1/2009	\$73.31	\$73.31	0.00%	\$0.00
7/23/2009	\$32.10	\$32.10	0.00%	\$0.00
7/23/2009	\$12.52	\$12.52	0.00%	\$0.00
7/9/2009	\$5.50	\$5.50	0.00%	\$0.00
7/17/2009	\$44.29	\$44.29	0.00%	\$0.00
7/17/2009	\$8.12	\$8.12	0.00%	\$0.00
7/22/2009	\$60.00	\$60.00	0.00%	\$0.00
7/24/2009	\$41.41	\$41.41	0.00%	\$0.00
7/24/2009	\$61.29	\$61.29	0.00%	\$0.00
7/21/2009	\$15.43	\$15.43	0.00%	\$0.00
7/27/2009	\$41.29	\$41.29	0.00%	\$0.00
7/27/2009	\$26.81	\$26.81	0.00%	\$0.00
7/27/2009	\$73.40	\$73.40	0.00%	\$0.00
7/16/2009	\$41.29	\$41.29	0.00%	\$0.00
7/16/2009	\$12.52	\$12.52	0.00%	\$0.00
7/16/2009	\$8.12	\$8.12	0.00%	\$0.00
7/23/2009	\$72.13	\$72.13	0.00%	\$0.00
7/1/2009	\$76.31	\$76.31	0.00%	\$0.00
7/1/2009	\$8.12	\$8.12	0.00%	\$0.00
7/23/2009	\$41.29	\$41.29	0.00%	\$0.00
7/17/2009	\$30.16	\$30.16	0.00%	\$0.00
7/17/2009	\$30.16	\$30.16	0.00%	\$0.00
7/17/2009	\$7.40	\$7.40	0.00%	\$0.00
7/17/2009	\$6.94	\$6.94	0.00%	\$0.00
7/17/2009	\$2.57	\$2.57	0.00%	\$0.00
7/17/2009	\$2.57	\$2.57	0.00%	\$0.00
7/17/2009	\$17.93	\$17.93	0.00%	\$0.00
7/17/2009	\$7.50	\$7.50	0.00%	\$0.00
7/17/2009	\$1.85	\$1.85	0.00%	\$0.00
7/17/2009	\$17.41	\$17.41	0.00%	\$0.00
7/20/2009	\$4.09	\$4.09	0.00%	\$0.00
7/20/2009	\$14.43	\$14.43	0.00%	\$0.00
7/20/2009	\$12.19	\$12.19	0.00%	\$0.00
7/20/2009	\$7.75	\$7.75	0.00%	\$0.00
7/20/2009	\$7.50	\$7.50	0.00%	\$0.00
7/20/2009	\$17.93	\$17.93	0.00%	\$0.00
7/20/2009	\$29.40	\$29.40	0.00%	\$0.00
7/20/2009	\$1.85	\$1.85	0.00%	\$0.00
7/15/2009	\$206.40	\$206.40	0.00%	\$0.00
6/17/2009	\$45.38	\$45.38	0.00%	\$0.00
6/17/2009	\$35.75	\$35.75	0.00%	\$0.00
7/22/2009	\$61.98	\$61.98	0.00%	\$0.00
7/22/2009	\$25.40	\$25.40	0.00%	\$0.00
7/22/2009	\$24.46	\$24.46	0.00%	\$0.00
7/22/2009	\$33.82	\$33.82	0.00%	\$0.00
7/22/2009	\$59.50	\$59.50	0.00%	\$0.00

7/22/2009	\$102.97	\$102.97	0.00%	\$0.00
7/24/2009	\$18.26	\$18.26	0.00%	\$0.00
7/27/2009	\$18.26	\$18.26	0.00%	\$0.00
7/7/2009	\$85.08	\$85.08	0.00%	\$0.00
7/7/2009	\$14.00	\$14.00	0.00%	\$0.00
7/7/2009	\$17.55	\$17.55	0.00%	\$0.00
7/7/2009	\$14.81	\$14.81	0.00%	\$0.00
7/7/2009	\$9.42	\$9.42	0.00%	\$0.00
7/7/2009	\$3.00	\$3.00	0.00%	\$0.00
7/27/2009	\$41.29	\$41.29	0.00%	\$0.00
7/27/2009	\$12.52	\$12.52	0.00%	\$0.00
7/27/2009	\$8.12	\$8.12	0.00%	\$0.00
7/27/2009	\$30.15	\$30.15	0.00%	\$0.00
7/23/2009	\$31.27	\$31.27	0.00%	\$0.00
7/23/2009	\$61.29	\$61.29	0.00%	\$0.00
3/6/2008	\$163.25	\$163.25	0.00%	\$0.00
7/21/2009	\$122.11	\$122.11	0.00%	\$0.00
7/21/2009	\$28.07	\$28.07	0.00%	\$0.00
7/17/2009	\$41.29	\$41.29	0.00%	\$0.00
7/17/2009	\$2.35	\$2.35	0.00%	\$0.00
7/17/2009	\$12.52	\$12.52	0.00%	\$0.00
7/17/2009	\$8.12	\$8.12	0.00%	\$0.00
7/10/2009	\$70.79	\$70.79	0.00%	\$0.00
7/24/2009	\$41.29	\$41.29	0.00%	\$0.00
7/14/2009	\$27.28	\$27.28	0.00%	\$0.00
7/22/2009	\$15.52	\$15.52	0.00%	\$0.00
7/13/2009	\$41.29	\$41.29	0.00%	\$0.00
7/21/2009	\$155.04	\$155.04	0.00%	\$0.00
7/23/2009	\$72.13	\$72.13	0.00%	\$0.00
7/21/2009	\$325.04	\$325.04	0.00%	\$0.00
7/21/2009	\$57.88	\$57.88	0.00%	\$0.00
7/21/2009	\$51.36	\$51.36	0.00%	\$0.00
7/13/2009	\$325.52	\$325.52	0.00%	\$0.00
7/24/2009	\$74.57	\$74.57	0.00%	\$0.00
7/17/2009	\$13.14	\$13.14	0.00%	\$0.00
7/25/2009	\$64.81	\$64.81	0.00%	\$0.00
7/26/2009	\$36.31	\$36.31	0.00%	\$0.00
7/23/2009	\$53.81	\$53.81	0.00%	\$0.00
7/22/2009	\$7.28	\$7.28	0.00%	\$0.00
7/23/2009	\$41.29	\$41.29	0.00%	\$0.00
5/18/2009	\$221.56	\$221.56	0.00%	\$0.00
5/18/2009	\$228.61	\$228.61	0.00%	\$0.00
7/13/2009	\$69.79	\$69.79	0.00%	\$0.00
7/13/2009	\$27.67	\$27.67	0.00%	\$0.00
7/27/2009	\$41.29	\$41.29	0.00%	\$0.00
7/20/2009	\$6.34	\$6.34	0.00%	\$0.00
7/20/2009	\$5.97	\$5.97	0.00%	\$0.00
7/20/2009	\$15.03	\$15.03	0.00%	\$0.00
7/20/2009	\$20.51	\$20.51	0.00%	\$0.00
7/20/2009	\$26.99	\$26.99	0.00%	\$0.00
7/20/2009	\$8.07	\$8.07	0.00%	\$0.00
7/20/2009	\$25.05	\$25.05	0.00%	\$0.00

7/20/2009	\$23.48	\$23.48	0.00%	\$0.00
7/20/2009	\$8.05	\$8.05	0.00%	\$0.00
7/20/2009	\$19.24	\$19.24	0.00%	\$0.00
7/20/2009	\$17.87	\$17.87	0.00%	\$0.00
7/20/2009	\$18.68	\$18.68	0.00%	\$0.00
7/3/2009	\$61.98	\$61.98	0.00%	\$0.00
7/3/2009	\$25.40	\$25.40	0.00%	\$0.00
7/3/2009	\$37.14	\$37.14	0.00%	\$0.00
7/3/2009	\$38.10	\$38.10	0.00%	\$0.00
7/3/2009	\$29.39	\$29.39	0.00%	\$0.00
7/3/2009	\$59.50	\$59.50	0.00%	\$0.00
7/3/2009	\$102.97	\$102.97	0.00%	\$0.00
7/25/2009	\$18.26	\$18.26	0.00%	\$0.00
7/25/2009	\$8.12	\$8.12	0.00%	\$0.00
7/25/2009	\$1.33	\$1.33	0.00%	\$0.00
7/25/2009	\$25.00	\$25.00	0.00%	\$0.00
7/17/2009	\$72.13	\$72.13	0.00%	\$0.00
7/17/2009	\$8.12	\$8.12	0.00%	\$0.00
7/17/2009	\$11.04	\$11.04	0.00%	\$0.00
7/17/2009	\$14.00	\$14.00	0.00%	\$0.00
7/17/2009	\$20.22	\$20.22	0.00%	\$0.00
7/17/2009	\$3.00	\$3.00	0.00%	\$0.00
7/27/2009	\$0.30	\$0.30	0.00%	\$0.00
7/24/2009	\$41.29	\$41.29	0.00%	\$0.00
7/24/2009	\$4.09	\$4.09	0.00%	\$0.00
7/24/2009	\$10.13	\$10.13	0.00%	\$0.00
7/24/2009	\$5.82	\$5.82	0.00%	\$0.00
7/24/2009	\$3.00	\$3.00	0.00%	\$0.00
7/22/2009	\$22.76	\$22.76	0.00%	\$0.00
8/1/2008	\$20.31	\$20.31	0.00%	\$0.00
6/6/2009	\$8.28	\$8.28	0.00%	\$0.00
7/20/2009	\$41.29	\$41.29	0.00%	\$0.00
7/3/2009	\$0.30	\$0.30	0.00%	\$0.00
7/3/2009	\$35.00	\$35.00	0.00%	\$0.00
7/3/2009	\$2.33	\$2.33	0.00%	\$0.00
7/3/2009	\$9.96	\$9.96	0.00%	\$0.00
7/3/2009	\$14.00	\$14.00	0.00%	\$0.00
7/3/2009	\$3.00	\$3.00	0.00%	\$0.00
7/18/2009	\$3.96	\$3.96	0.00%	\$0.00
7/18/2009	\$17.55	\$17.55	0.00%	\$0.00
7/18/2009	\$9.42	\$9.42	0.00%	\$0.00
7/16/2009	\$18.68	\$18.68	0.00%	\$0.00
7/13/2009	\$109.97	\$109.97	0.00%	\$0.00
7/13/2009	\$2.67	\$2.67	0.00%	\$0.00
7/13/2009	\$61.29	\$61.29	0.00%	\$0.00
7/22/2009	\$41.29	\$41.29	0.00%	\$0.00
7/22/2009	\$41.29	\$41.29	0.00%	\$0.00
7/22/2009	\$11.04	\$11.04	0.00%	\$0.00
7/22/2009	\$19.22	\$19.22	0.00%	\$0.00
7/22/2009	\$8.12	\$8.12	0.00%	\$0.00
7/22/2009	\$3.00	\$3.00	0.00%	\$0.00
7/24/2009	\$72.13	\$72.13	0.00%	\$0.00

5/21/2009	\$72.13	\$72.13	0.00%	\$0.00
7/28/2009	\$41.29	\$41.29	0.00%	\$0.00
7/28/2009	\$14.00	\$14.00	0.00%	\$0.00
7/28/2009	\$3.00	\$3.00	0.00%	\$0.00
7/28/2009	\$12.95	\$12.95	0.00%	\$0.00
7/14/2009	\$7.44	\$7.44	0.00%	\$0.00
7/27/2009	\$78.38	\$78.38	0.00%	\$0.00
7/27/2009	\$3.00	\$3.00	0.00%	\$0.00
7/27/2009	\$2.67	\$2.67	0.00%	\$0.00
7/27/2009	\$28.22	\$28.22	0.00%	\$0.00
7/27/2009	\$38.26	\$38.26	0.00%	\$0.00
7/27/2009	\$37.33	\$37.33	0.00%	\$0.00
7/22/2009	\$41.29	\$41.29	0.00%	\$0.00
7/22/2009	\$12.52	\$12.52	0.00%	\$0.00
7/22/2009	\$8.12	\$8.12	0.00%	\$0.00
7/22/2009	\$2.53	\$2.53	0.00%	\$0.00
7/22/2009	\$27.28	\$27.28	0.00%	\$0.00
7/17/2009	\$22.76	\$22.76	0.00%	\$0.00
1/9/2009	\$43.44	\$43.44	0.00%	\$0.00
7/17/2009	\$110.20	\$110.20	0.00%	\$0.00
7/17/2009	\$12.99	\$12.99	0.00%	\$0.00
7/17/2009	\$41.56	\$41.56	0.00%	\$0.00
7/17/2009	\$3.78	\$3.78	0.00%	\$0.00
7/9/2009	\$104.84	\$104.84	0.00%	\$0.00
7/20/2009	\$105.32	\$105.32	0.00%	\$0.00
7/20/2009	\$74.80	\$74.80	0.00%	\$0.00
7/27/2009	\$72.13	\$72.13	0.00%	\$0.00
7/27/2009	\$70.35	\$70.35	0.00%	\$0.00
7/27/2009	\$8.21	\$8.21	0.00%	\$0.00
6/26/2009	\$105.32	\$105.32	0.00%	\$0.00
7/21/2009	\$15.52	\$15.52	0.00%	\$0.00
7/21/2009	\$58.31	\$58.31	0.00%	\$0.00
7/21/2009	\$23.86	\$23.86	0.00%	\$0.00
7/21/2009	\$23.86	\$23.86	0.00%	\$0.00
7/21/2009	\$23.86	\$23.86	0.00%	\$0.00
7/21/2009	\$23.86	\$23.86	0.00%	\$0.00
7/21/2009	\$27.69	\$27.69	0.00%	\$0.00
7/24/2009	\$41.29	\$41.29	0.00%	\$0.00
7/24/2009	\$20.36	\$20.36	0.00%	\$0.00
7/24/2009	\$12.52	\$12.52	0.00%	\$0.00
7/24/2009	\$12.52	\$12.52	0.00%	\$0.00
7/24/2009	\$0.43	\$0.43	0.00%	\$0.00
7/24/2009	\$27.28	\$27.28	0.00%	\$0.00
7/24/2009	\$65.00	\$65.00	0.00%	\$0.00
7/24/2009	\$41.85	\$41.85	0.00%	\$0.00
7/24/2009	\$25.00	\$25.00	0.00%	\$0.00
7/24/2009	\$98.41	\$98.41	0.00%	\$0.00
7/24/2009	\$12.70	\$12.70	0.00%	\$0.00
7/15/2009	\$30.16	\$30.16	0.00%	\$0.00
7/15/2009	\$22.76	\$22.76	0.00%	\$0.00
7/24/2009	\$72.13	\$72.13	0.00%	\$0.00
7/9/2009	\$18.26	\$18.26	0.00%	\$0.00

7/9/2009	\$24.96	\$24.96	0.00%	\$0.00
7/23/2009	\$0.30	\$0.30	0.00%	\$0.00
7/23/2009	\$85.61	\$85.61	0.00%	\$0.00
7/23/2009	\$48.17	\$48.17	0.00%	\$0.00
7/20/2009	\$196.83	\$196.83	0.00%	\$0.00
7/22/2009	\$153.51	\$153.51	0.00%	\$0.00
7/20/2009	\$37.33	\$37.33	0.00%	\$0.00
7/20/2009	\$12.36	\$12.36	0.00%	\$0.00
7/27/2009	\$41.29	\$41.29	0.00%	\$0.00
7/22/2009	\$41.29	\$41.29	0.00%	\$0.00
7/22/2009	\$28.22	\$28.22	0.00%	\$0.00
7/22/2009	\$349.04	\$349.04	0.00%	\$0.00
7/23/2009	\$104.54	\$104.54	0.00%	\$0.00
7/2/2009	\$41.29	\$41.29	0.00%	\$0.00
7/2/2009	\$12.52	\$12.52	0.00%	\$0.00
7/27/2009	\$41.29	\$41.29	0.00%	\$0.00
7/27/2009	\$12.52	\$12.52	0.00%	\$0.00
7/20/2009	\$41.29	\$41.29	0.00%	\$0.00
7/20/2009	\$17.88	\$17.88	0.00%	\$0.00
7/20/2009	\$349.04	\$349.04	0.00%	\$0.00
7/20/2009	\$97.84	\$97.84	0.00%	\$0.00
7/20/2009	\$104.90	\$104.90	0.00%	\$0.00
7/20/2009	\$3.00	\$3.00	0.00%	\$0.00
7/20/2009	\$37.33	\$37.33	0.00%	\$0.00
7/20/2009	\$3.70	\$3.70	0.00%	\$0.00
7/20/2009	\$9.42	\$9.42	0.00%	\$0.00
7/20/2009	\$6.81	\$6.81	0.00%	\$0.00
7/20/2009	\$7.84	\$7.84	0.00%	\$0.00
7/20/2009	\$23.34	\$23.34	0.00%	\$0.00
7/23/2009	\$41.29	\$41.29	0.00%	\$0.00
7/23/2009	\$1.84	\$1.84	0.00%	\$0.00
7/23/2009	\$3.31	\$3.31	0.00%	\$0.00
7/11/2009	\$41.29	\$41.29	0.00%	\$0.00
7/11/2009	\$3.00	\$3.00	0.00%	\$0.00
7/11/2009	\$37.33	\$37.33	0.00%	\$0.00
7/11/2009	\$3.70	\$3.70	0.00%	\$0.00
7/11/2009	\$9.42	\$9.42	0.00%	\$0.00
7/11/2009	\$6.81	\$6.81	0.00%	\$0.00
7/21/2009	\$41.29	\$41.29	0.00%	\$0.00
7/20/2009	\$4.11	\$4.11	0.00%	\$0.00
7/20/2009	\$14.15	\$14.15	0.00%	\$0.00
7/20/2009	\$78.09	\$78.09	0.00%	\$0.00
7/20/2009	\$1.85	\$1.85	0.00%	\$0.00
7/15/2009	\$35.68	\$35.68	0.00%	\$0.00
7/15/2009	\$3.29	\$3.29	0.00%	\$0.00
7/15/2009	\$16.93	\$16.93	0.00%	\$0.00
7/15/2009	\$0.10	\$0.10	0.00%	\$0.00
7/15/2009	\$45.16	\$45.16	0.00%	\$0.00
7/15/2009	\$28.22	\$28.22	0.00%	\$0.00
7/15/2009	\$48.45	\$48.45	0.00%	\$0.00
7/15/2009	\$64.92	\$64.92	0.00%	\$0.00
7/15/2009	\$7.17	\$7.17	0.00%	\$0.00

7/15/2009	\$24.44	\$24.44	0.00%	\$0.00
7/15/2009	\$109.97	\$109.97	0.00%	\$0.00
7/24/2009	\$41.29	\$41.29	0.00%	\$0.00
7/24/2009	\$3.31	\$3.31	0.00%	\$0.00
7/24/2009	\$7.84	\$7.84	0.00%	\$0.00
7/21/2009	\$63.17	\$63.17	0.00%	\$0.00
7/23/2009	\$72.13	\$72.13	0.00%	\$0.00
7/23/2009	\$3.00	\$3.00	0.00%	\$0.00
7/23/2009	\$4.09	\$4.09	0.00%	\$0.00
7/23/2009	\$10.13	\$10.13	0.00%	\$0.00
7/23/2009	\$14.00	\$14.00	0.00%	\$0.00
7/23/2009	\$15.00	\$15.00	0.00%	\$0.00
7/20/2009	\$7.44	\$7.44	0.00%	\$0.00
7/23/2009	\$41.29	\$41.29	0.00%	\$0.00
7/27/2009	\$41.29	\$41.29	0.00%	\$0.00
7/27/2009	\$25.00	\$25.00	0.00%	\$0.00
7/27/2009	\$4.64	\$4.64	0.00%	\$0.00
7/27/2009	\$5.09	\$5.09	0.00%	\$0.00
7/16/2009	\$41.29	\$41.29	0.00%	\$0.00
7/10/2009	\$105.60	\$105.60	0.00%	\$0.00
7/14/2009	\$92.13	\$92.13	0.00%	\$0.00
7/14/2009	\$41.13	\$41.13	0.00%	\$0.00
7/14/2009	\$21.16	\$21.16	0.00%	\$0.00
7/14/2009	\$8.43	\$8.43	0.00%	\$0.00
7/14/2009	\$20.94	\$20.94	0.00%	\$0.00
7/14/2009	\$20.94	\$20.94	0.00%	\$0.00
7/14/2009	\$14.33	\$14.33	0.00%	\$0.00
7/14/2009	\$2.67	\$2.67	0.00%	\$0.00
7/28/2009	\$41.29	\$41.29	0.00%	\$0.00
7/9/2009	\$5.50	\$5.50	0.00%	\$0.00
7/24/2009	\$338.69	\$338.69	0.00%	\$0.00
7/24/2009	\$322.51	\$322.51	0.00%	\$0.00
7/24/2009	\$261.17	\$261.17	0.00%	\$0.00
7/24/2009	\$80.54	\$80.54	0.00%	\$0.00
7/24/2009	\$187.41	\$187.41	0.00%	\$0.00
7/28/2009	\$41.29	\$41.29	0.00%	\$0.00
7/9/2009	\$85.08	\$85.08	0.00%	\$0.00
7/9/2009	\$4.09	\$4.09	0.00%	\$0.00
7/9/2009	\$10.13	\$10.13	0.00%	\$0.00
7/9/2009	\$14.00	\$14.00	0.00%	\$0.00
7/9/2009	\$3.00	\$3.00	0.00%	\$0.00
7/15/2009	\$6.18	\$6.18	0.00%	\$0.00
7/15/2009	\$4.24	\$4.24	0.00%	\$0.00
7/20/2009	\$6.18	\$6.18	0.00%	\$0.00
7/20/2009	\$4.24	\$4.24	0.00%	\$0.00
6/5/2009	\$8.12	\$8.12	0.00%	\$0.00
6/19/2009	\$8.22	\$8.22	0.00%	\$0.00
6/19/2009	\$61.29	\$61.29	0.00%	\$0.00
7/13/2009	\$163.49	\$163.49	0.00%	\$0.00
6/8/2009	\$36.70	\$36.70	0.00%	\$0.00
6/22/2009	\$36.70	\$36.70	0.00%	\$0.00
7/21/2009	\$7.75	\$7.75	0.00%	\$0.00

7/21/2009	\$14.43	\$14.43	0.00%	\$0.00
7/21/2009	\$23.34	\$23.34	0.00%	\$0.00
7/21/2009	\$1.85	\$1.85	0.00%	\$0.00
7/16/2009	\$82.26	\$82.26	0.00%	\$0.00
7/14/2009	\$5.31	\$5.31	0.00%	\$0.00
7/14/2009	\$18.15	\$18.15	0.00%	\$0.00
7/14/2009	\$25.96	\$25.96	0.00%	\$0.00
7/14/2009	\$10.15	\$10.15	0.00%	\$0.00
7/15/2009	\$206.43	\$206.43	0.00%	\$0.00
7/15/2009	\$8.12	\$8.12	0.00%	\$0.00
7/15/2009	\$11.04	\$11.04	0.00%	\$0.00
7/15/2009	\$3.00	\$3.00	0.00%	\$0.00
7/23/2009	\$41.29	\$41.29	0.00%	\$0.00
7/23/2009	\$3.00	\$3.00	0.00%	\$0.00
7/23/2009	\$8.12	\$8.12	0.00%	\$0.00
7/21/2009	\$72.13	\$72.13	0.00%	\$0.00
7/21/2009	\$2.35	\$2.35	0.00%	\$0.00
7/21/2009	\$8.12	\$8.12	0.00%	\$0.00
7/21/2009	\$3.00	\$3.00	0.00%	\$0.00
7/27/2009	\$41.29	\$41.29	0.00%	\$0.00
7/16/2009	\$41.29	\$41.29	0.00%	\$0.00
7/16/2009	\$7.84	\$7.84	0.00%	\$0.00
7/16/2009	\$9.12	\$9.12	0.00%	\$0.00
7/28/2009	\$41.29	\$41.29	0.00%	\$0.00
7/28/2009	\$12.52	\$12.52	0.00%	\$0.00
7/28/2009	\$8.12	\$8.12	0.00%	\$0.00
7/28/2009	\$8.84	\$8.84	0.00%	\$0.00
7/28/2009	\$14.00	\$14.00	0.00%	\$0.00
7/28/2009	\$8.53	\$8.53	0.00%	\$0.00
7/28/2009	\$6.74	\$6.74	0.00%	\$0.00
7/28/2009	\$92.13	\$92.13	0.00%	\$0.00
7/28/2009	\$2.35	\$2.35	0.00%	\$0.00
7/28/2009	\$5.40	\$5.40	0.00%	\$0.00
6/26/2009	\$125.00	\$125.00	0.00%	\$0.00
6/26/2009	\$109.36	\$109.36	0.00%	\$0.00
6/26/2009	\$42.72	\$42.72	0.00%	\$0.00
6/26/2009	\$125.00	\$125.00	0.00%	\$0.00
6/26/2009	\$90.00	\$90.00	0.00%	\$0.00
6/26/2009	\$7.19	\$7.19	0.00%	\$0.00
7/2/2009	\$41.29	\$41.29	0.00%	\$0.00
7/13/2009	\$41.29	\$41.29	0.00%	\$0.00
7/13/2009	\$12.52	\$12.52	0.00%	\$0.00
7/13/2009	\$12.52	\$12.52	0.00%	\$0.00
7/13/2009	\$12.52	\$12.52	0.00%	\$0.00
6/26/2009	\$1,381.85	\$1,381.85	0.00%	\$0.00
6/26/2009	\$649.91	\$649.91	0.00%	\$0.00
6/26/2009	\$636.36	\$636.36	0.00%	\$0.00
6/26/2009	\$425.62	\$425.62	0.00%	\$0.00
6/26/2009	\$591.96	\$591.96	0.00%	\$0.00
6/26/2009	\$290.52	\$290.52	0.00%	\$0.00
6/24/2009	\$158.41	\$158.41	0.00%	\$0.00
7/23/2009	\$28.68	\$28.68	0.00%	\$0.00

7/23/2009	\$19.54	\$19.54	0.00%	\$0.00
7/23/2009	\$10.49	\$10.49	0.00%	\$0.00
7/3/2009	\$57.81	\$57.81	0.00%	\$0.00
7/3/2009	\$66.88	\$66.88	0.00%	\$0.00
7/19/2009	\$13.14	\$13.14	0.00%	\$0.00
7/29/2009	\$61.20	\$61.20	0.00%	\$0.00
7/29/2009	\$102.97	\$102.97	0.00%	\$0.00
7/29/2009	\$25.40	\$25.40	0.00%	\$0.00
7/29/2009	\$6.76	\$6.76	0.00%	\$0.00
7/29/2009	\$65.39	\$65.39	0.00%	\$0.00
7/29/2009	\$3.60	\$3.60	0.00%	\$0.00
7/8/2009	\$41.29	\$41.29	0.00%	\$0.00
7/8/2009	\$18.01	\$18.01	0.00%	\$0.00
5/19/2009	\$35.75	\$35.75	0.00%	\$0.00
4/22/2009	\$35.75	\$35.75	0.00%	\$0.00
4/13/2009	\$17.88	\$17.88	0.00%	\$0.00
2/24/2009	\$17.88	\$17.88	0.00%	\$0.00
11/26/2008	\$53.61	\$53.61	0.00%	\$0.00
1/12/2009	\$17.88	\$17.88	0.00%	\$0.00
7/27/2009	\$41.29	\$41.29	0.00%	\$0.00
7/13/2009	\$72.13	\$72.13	0.00%	\$0.00
7/23/2009	\$61.98	\$61.98	0.00%	\$0.00
7/1/2009	\$14.00	\$14.00	0.00%	\$0.00
7/22/2009	\$41.29	\$41.29	0.00%	\$0.00
7/18/2009	\$43.64	\$43.64	0.00%	\$0.00
7/18/2009	\$9.90	\$9.90	0.00%	\$0.00
7/18/2009	\$4.97	\$4.97	0.00%	\$0.00
7/18/2009	\$25.00	\$25.00	0.00%	\$0.00
7/18/2009	\$27.28	\$27.28	0.00%	\$0.00
7/22/2009	\$41.29	\$41.29	0.00%	\$0.00
7/28/2009	\$61.20	\$61.20	0.00%	\$0.00
7/28/2009	\$38.26	\$38.26	0.00%	\$0.00
7/28/2009	\$3.31	\$3.31	0.00%	\$0.00
7/28/2009	\$6.76	\$6.76	0.00%	\$0.00
7/28/2009	\$3.60	\$3.60	0.00%	\$0.00
7/28/2009	\$58.33	\$58.33	0.00%	\$0.00
7/22/2009	\$41.29	\$41.29	0.00%	\$0.00
7/28/2009	\$69.79	\$69.79	0.00%	\$0.00
7/28/2009	\$61.20	\$61.20	0.00%	\$0.00
7/28/2009	\$38.26	\$38.26	0.00%	\$0.00
7/28/2009	\$3.60	\$3.60	0.00%	\$0.00
7/28/2009	\$6.76	\$6.76	0.00%	\$0.00
7/28/2009	\$3.31	\$3.31	0.00%	\$0.00
7/28/2009	\$25.40	\$25.40	0.00%	\$0.00
7/28/2009	\$41.85	\$41.85	0.00%	\$0.00
7/28/2009	\$90.63	\$90.63	0.00%	\$0.00
7/18/2009	\$32.10	\$32.10	0.00%	\$0.00
7/18/2009	\$31.73	\$31.73	0.00%	\$0.00
7/18/2009	\$3.31	\$3.31	0.00%	\$0.00
7/18/2009	\$3.00	\$3.00	0.00%	\$0.00
7/18/2009	\$5.28	\$5.28	0.00%	\$0.00
7/18/2009	\$23.19	\$23.19	0.00%	\$0.00

7/18/2009	\$33.46	\$33.46	0.00%	\$0.00
7/18/2009	\$14.11	\$14.11	0.00%	\$0.00
7/29/2009	\$69.01	\$69.01	0.00%	\$0.00
7/29/2009	\$21.16	\$21.16	0.00%	\$0.00
7/29/2009	\$20.94	\$20.94	0.00%	\$0.00
7/29/2009	\$20.94	\$20.94	0.00%	\$0.00
7/29/2009	\$4.45	\$4.45	0.00%	\$0.00
7/29/2009	\$14.33	\$14.33	0.00%	\$0.00
7/29/2009	\$10.79	\$10.79	0.00%	\$0.00
7/29/2009	\$14.90	\$14.90	0.00%	\$0.00
6/8/2009	\$41.29	\$41.29	0.00%	\$0.00
6/8/2009	\$30.36	\$30.36	0.00%	\$0.00
6/8/2009	\$2.35	\$2.35	0.00%	\$0.00
7/2/2009	\$12.71	\$12.71	0.00%	\$0.00
7/2/2009	\$6.76	\$6.76	0.00%	\$0.00
7/2/2009	\$7.19	\$7.19	0.00%	\$0.00
7/2/2009	\$61.29	\$61.29	0.00%	\$0.00
7/2/2009	\$125.00	\$125.00	0.00%	\$0.00
7/2/2009	\$42.72	\$42.72	0.00%	\$0.00
7/2/2009	\$90.00	\$90.00	0.00%	\$0.00
7/2/2009	\$33.87	\$33.87	0.00%	\$0.00
7/2/2009	\$12.52	\$12.52	0.00%	\$0.00
7/17/2009	\$41.29	\$41.29	0.00%	\$0.00
7/23/2009	\$32.10	\$32.10	0.00%	\$0.00
7/23/2009	\$4.09	\$4.09	0.00%	\$0.00
7/23/2009	\$13.90	\$13.90	0.00%	\$0.00
7/15/2009	\$76.65	\$76.65	0.00%	\$0.00
7/27/2009	\$30.16	\$30.16	0.00%	\$0.00
7/27/2009	\$30.16	\$30.16	0.00%	\$0.00
7/27/2009	\$5.69	\$5.69	0.00%	\$0.00
7/27/2009	\$17.23	\$17.23	0.00%	\$0.00
7/24/2009	\$41.29	\$41.29	0.00%	\$0.00
7/22/2009	\$32.10	\$32.10	0.00%	\$0.00
7/21/2009	\$8.08	\$8.08	0.00%	\$0.00
7/21/2009	\$12.21	\$12.21	0.00%	\$0.00
7/21/2009	\$70.43	\$70.43	0.00%	\$0.00
7/21/2009	\$10.86	\$10.86	0.00%	\$0.00
7/21/2009	\$3.00	\$3.00	0.00%	\$0.00
7/10/2009	\$10.13	\$10.13	0.00%	\$0.00
7/10/2009	\$8.53	\$8.53	0.00%	\$0.00
7/10/2009	\$8.84	\$8.84	0.00%	\$0.00
7/10/2009	\$8.12	\$8.12	0.00%	\$0.00
7/17/2009	\$3.00	\$3.00	0.00%	\$0.00
7/17/2009	\$9.75	\$9.75	0.00%	\$0.00
7/17/2009	\$12.36	\$12.36	0.00%	\$0.00
7/17/2009	\$7.17	\$7.17	0.00%	\$0.00
7/17/2009	\$43.33	\$43.33	0.00%	\$0.00
7/17/2009	\$78.47	\$78.47	0.00%	\$0.00
7/2/2009	\$71.00	\$71.00	0.00%	\$0.00
7/2/2009	\$12.52	\$12.52	0.00%	\$0.00
7/2/2009	\$0.21	\$0.21	0.00%	\$0.00
7/2/2009	\$20.00	\$20.00	0.00%	\$0.00

6/1/2009	\$72.13	\$72.13	0.00%	\$0.00
7/28/2009	\$41.29	\$41.29	0.00%	\$0.00
7/27/2009	\$206.43	\$206.43	0.00%	\$0.00
7/27/2009	\$84.20	\$84.20	0.00%	\$0.00
7/27/2009	\$99.25	\$99.25	0.00%	\$0.00
7/27/2009	\$16.93	\$16.93	0.00%	\$0.00
6/15/2009	\$41.29	\$41.29	0.00%	\$0.00
7/18/2009	\$40.00	\$40.00	0.00%	\$0.00
7/18/2009	\$10.00	\$10.00	0.00%	\$0.00
7/22/2009	\$32.10	\$32.10	0.00%	\$0.00
7/10/2009	\$47.00	\$47.00	0.00%	\$0.00
7/24/2009	\$9.08	\$9.08	0.00%	\$0.00
7/24/2009	\$11.51	\$11.51	0.00%	\$0.00
7/24/2009	\$18.26	\$18.26	0.00%	\$0.00
7/24/2009	\$8.43	\$8.43	0.00%	\$0.00
7/24/2009	\$2.67	\$2.67	0.00%	\$0.00
7/24/2009	\$20.94	\$20.94	0.00%	\$0.00
7/24/2009	\$20.94	\$20.94	0.00%	\$0.00
7/24/2009	\$20.94	\$20.94	0.00%	\$0.00
7/28/2009	\$41.29	\$41.29	0.00%	\$0.00
7/16/2009	\$250.11	\$250.11	0.00%	\$0.00
7/14/2009	\$72.13	\$72.13	0.00%	\$0.00
7/14/2009	\$25.00	\$25.00	0.00%	\$0.00
7/14/2009	\$0.86	\$0.86	0.00%	\$0.00
7/22/2009	\$9.08	\$9.08	0.00%	\$0.00
7/22/2009	\$14.43	\$14.43	0.00%	\$0.00
7/13/2009	\$124.54	\$124.54	0.00%	\$0.00
7/13/2009	\$28.22	\$28.22	0.00%	\$0.00
7/13/2009	\$8.12	\$8.12	0.00%	\$0.00
7/13/2009	\$8.84	\$8.84	0.00%	\$0.00
7/13/2009	\$8.53	\$8.53	0.00%	\$0.00
7/13/2009	\$17.55	\$17.55	0.00%	\$0.00
7/13/2009	\$9.42	\$9.42	0.00%	\$0.00
7/13/2009	\$3.31	\$3.31	0.00%	\$0.00
7/13/2009	\$13.52	\$13.52	0.00%	\$0.00
7/13/2009	\$3.00	\$3.00	0.00%	\$0.00
7/22/2009	\$41.29	\$41.29	0.00%	\$0.00
7/21/2009	\$41.29	\$41.29	0.00%	\$0.00
7/21/2009	\$28.22	\$28.22	0.00%	\$0.00
7/21/2009	\$349.04	\$349.04	0.00%	\$0.00
5/22/2009	\$64.41	\$64.41	0.00%	\$0.00
5/22/2009	\$58.87	\$58.87	0.00%	\$0.00
7/25/2009	\$18.26	\$18.26	0.00%	\$0.00
7/25/2009	\$72.13	\$72.13	0.00%	\$0.00
7/25/2009	\$16.93	\$16.93	0.00%	\$0.00
7/22/2009	\$18.26	\$18.26	0.00%	\$0.00
7/22/2009	\$2.82	\$2.82	0.00%	\$0.00
7/22/2009	\$187.22	\$187.22	0.00%	\$0.00
7/20/2009	\$69.93	\$69.93	0.00%	\$0.00
7/20/2009	\$80.90	\$80.90	0.00%	\$0.00
7/22/2009	\$234.83	\$234.83	0.00%	\$0.00
7/22/2009	\$155.04	\$155.04	0.00%	\$0.00

1/27/2009	\$58.33	\$58.33	0.00%	\$0.00
7/14/2009	\$238.21	\$238.21	0.00%	\$0.00
7/14/2009	\$42.91	\$42.91	0.00%	\$0.00
7/14/2009	\$41.77	\$41.77	0.00%	\$0.00
7/14/2009	\$22.20	\$22.20	0.00%	\$0.00
7/14/2009	\$20.70	\$20.70	0.00%	\$0.00
7/14/2009	\$15.06	\$15.06	0.00%	\$0.00
6/26/2009	\$32.10	\$32.10	0.00%	\$0.00
6/25/2009	\$5.50	\$5.50	0.00%	\$0.00
6/25/2009	\$5.50	\$5.50	0.00%	\$0.00
6/25/2009	\$5.50	\$5.50	0.00%	\$0.00
6/25/2009	\$5.50	\$5.50	0.00%	\$0.00
6/25/2009	\$11.00	\$11.00	0.00%	\$0.00
6/26/2009	\$5.50	\$5.50	0.00%	\$0.00
6/26/2009	\$5.50	\$5.50	0.00%	\$0.00
6/26/2009	\$5.50	\$5.50	0.00%	\$0.00
6/26/2009	\$5.50	\$5.50	0.00%	\$0.00
6/26/2009	\$5.50	\$5.50	0.00%	\$0.00
6/26/2009	\$5.50	\$5.50	0.00%	\$0.00
6/26/2009	\$27.42	\$27.42	0.00%	\$0.00
6/27/2009	\$5.50	\$5.50	0.00%	\$0.00
6/27/2009	\$5.50	\$5.50	0.00%	\$0.00
6/29/2009	\$5.50	\$5.50	0.00%	\$0.00
7/27/2009	\$378.58	\$378.58	0.00%	\$0.00
7/27/2009	\$189.29	\$189.29	0.00%	\$0.00
7/27/2009	\$230.31	\$230.31	0.00%	\$0.00
7/27/2009	\$76.02	\$76.02	0.00%	\$0.00
7/27/2009	\$76.02	\$76.02	0.00%	\$0.00
7/28/2009	\$171.23	\$171.23	0.00%	\$0.00
7/27/2009	\$52.68	\$52.68	0.00%	\$0.00
7/27/2009	\$521.20	\$521.20	0.00%	\$0.00
7/27/2009	\$192.87	\$192.87	0.00%	\$0.00
7/27/2009	\$192.87	\$192.87	0.00%	\$0.00
7/27/2009	\$152.41	\$152.41	0.00%	\$0.00
7/27/2009	\$152.41	\$152.41	0.00%	\$0.00
7/24/2009	\$72.13	\$72.13	0.00%	\$0.00
6/26/2009	\$40.00	\$40.00	0.00%	\$0.00
7/15/2009	\$41.29	\$41.29	0.00%	\$0.00
7/20/2009	\$234.83	\$234.83	0.00%	\$0.00
7/23/2009	\$49.36	\$49.36	0.00%	\$0.00
7/23/2009	\$72.13	\$72.13	0.00%	\$0.00
7/23/2009	\$273.77	\$273.77	0.00%	\$0.00
7/23/2009	\$104.90	\$104.90	0.00%	\$0.00
7/23/2009	\$97.84	\$97.84	0.00%	\$0.00
7/23/2009	\$28.22	\$28.22	0.00%	\$0.00
7/22/2009	\$73.31	\$73.31	0.00%	\$0.00
7/22/2009	\$12.52	\$12.52	0.00%	\$0.00
7/22/2009	\$8.12	\$8.12	0.00%	\$0.00
7/22/2009	\$27.28	\$27.28	0.00%	\$0.00
7/21/2009	\$40.00	\$40.00	0.00%	\$0.00
7/21/2009	\$97.60	\$97.60	0.00%	\$0.00
7/17/2009	\$122.11	\$122.11	0.00%	\$0.00

7/17/2009	\$25.65	\$25.65	0.00%	\$0.00
7/13/2009	\$261.44	\$261.44	0.00%	\$0.00
7/13/2009	\$248.01	\$248.01	0.00%	\$0.00
7/28/2009	\$41.29	\$41.29	0.00%	\$0.00
7/28/2009	\$3.00	\$3.00	0.00%	\$0.00
7/28/2009	\$8.12	\$8.12	0.00%	\$0.00
7/28/2009	\$14.00	\$14.00	0.00%	\$0.00
7/28/2009	\$13.52	\$13.52	0.00%	\$0.00
7/28/2009	\$9.12	\$9.12	0.00%	\$0.00
7/28/2009	\$8.53	\$8.53	0.00%	\$0.00
7/28/2009	\$7.02	\$7.02	0.00%	\$0.00
7/28/2009	\$6.45	\$6.45	0.00%	\$0.00
7/20/2009	\$89.67	\$89.67	0.00%	\$0.00
7/20/2009	\$7.40	\$7.40	0.00%	\$0.00
7/20/2009	\$6.94	\$6.94	0.00%	\$0.00
7/7/2009	\$115.76	\$115.76	0.00%	\$0.00
7/7/2009	\$812.60	\$812.60	0.00%	\$0.00
7/21/2009	\$83.12	\$83.12	0.00%	\$0.00
7/23/2009	\$46.89	\$46.89	0.00%	\$0.00
7/24/2009	\$41.29	\$41.29	0.00%	\$0.00
5/18/2009	\$41.29	\$41.29	0.00%	\$0.00
5/18/2009	\$8.12	\$8.12	0.00%	\$0.00
5/18/2009	\$12.52	\$12.52	0.00%	\$0.00
5/18/2009	\$12.52	\$12.52	0.00%	\$0.00
7/14/2009	\$72.13	\$72.13	0.00%	\$0.00
7/24/2009	\$5.56	\$5.56	0.00%	\$0.00
7/24/2009	\$1.85	\$1.85	0.00%	\$0.00
3/6/2008	(\$15.00)	(\$15.00)	0.00%	\$0.00
4/29/2009	\$29.13	\$29.13	0.00%	\$0.00
6/13/2009	\$40.83	\$40.83	0.00%	\$0.00
6/13/2009	\$0.00	\$0.00	0.00%	\$0.00
6/13/2009	\$0.00	\$0.00	0.00%	\$0.00
5/19/2009	\$0.00	\$0.00	0.00%	\$0.00
5/19/2009	\$205.52	\$205.52	0.00%	\$0.00
7/24/2009	\$143.56	\$143.56	0.00%	\$0.00
7/19/2009	\$18.00	\$18.00	0.00%	\$0.00
7/20/2009	\$71.91	\$71.91	0.00%	\$0.00
7/11/2009	(\$50.59)	(\$50.59)	0.00%	\$0.00
7/24/2009	\$60.97	\$60.97	0.00%	\$0.00
7/21/2009	\$8.12	\$8.12	0.00%	\$0.00
7/19/2009	\$3.41	\$3.41	0.00%	\$0.00
7/21/2009	\$13.26	\$13.26	0.00%	\$0.00
7/10/2009	(\$279.37)	(\$279.37)	0.00%	\$0.00
7/22/2009	\$69.81	\$69.81	0.00%	\$0.00
7/22/2009	\$94.13	\$94.13	0.00%	\$0.00
7/18/2009	\$1,498.15	\$1,498.15	0.00%	\$0.00
7/20/2009	\$10.32	\$10.32	0.00%	\$0.00
7/21/2009	\$4.08	\$4.08	0.00%	\$0.00
7/21/2009	\$94.96	\$94.96	0.00%	\$0.00
7/24/2009	\$85.95	\$85.95	0.00%	\$0.00
7/24/2009	\$2.37	\$2.37	0.00%	\$0.00
7/24/2009	\$0.60	\$0.60	0.00%	\$0.00

7/24/2009	\$6.02	\$6.02	0.00%	\$0.00
7/24/2009	\$539.31	\$539.31	0.00%	\$0.00
7/24/2009	\$15.00	\$15.00	0.00%	\$0.00
7/24/2009	\$8.99	\$8.99	0.00%	\$0.00
7/23/2009	\$6.90	\$6.90	0.00%	\$0.00
7/22/2009	\$1.02	\$1.02	0.00%	\$0.00
7/22/2009	\$15.62	\$15.62	0.00%	\$0.00
7/23/2009	\$209.94	\$209.94	0.00%	\$0.00
7/23/2009	\$0.50	\$0.50	0.00%	\$0.00
7/23/2009	\$11.63	\$11.63	0.00%	\$0.00
7/23/2009	\$63.90	\$63.90	0.00%	\$0.00
7/22/2009	\$7.12	\$7.12	0.00%	\$0.00
7/23/2009	\$7.44	\$7.44	0.00%	\$0.00
7/23/2009	\$177.82	\$177.82	0.00%	\$0.00
7/22/2009	\$47.52	\$47.52	0.00%	\$0.00
7/24/2009	\$38.27	\$38.27	0.00%	\$0.00
7/23/2009	\$60.97	\$60.97	0.00%	\$0.00
7/18/2009	\$121.75	\$121.75	0.00%	\$0.00
7/21/2009	\$143.71	\$143.71	0.00%	\$0.00
7/23/2009	\$200.14	\$200.14	0.00%	\$0.00
7/23/2009	\$50.38	\$50.38	0.00%	\$0.00
7/15/2009	(\$94.13)	(\$94.13)	0.00%	\$0.00
7/15/2009	\$94.13	\$94.13	0.00%	\$0.00
7/10/2009	(\$179.72)	(\$179.72)	0.00%	\$0.00
7/10/2009	(\$42.29)	(\$42.29)	0.00%	\$0.00
7/21/2009	\$76.71	\$76.71	0.00%	\$0.00
7/21/2009	\$66.61	\$66.61	0.00%	\$0.00
7/20/2009	\$147.93	\$147.93	0.00%	\$0.00
7/24/2009	\$1.41	\$1.41	0.00%	\$0.00
7/23/2009	\$143.38	\$143.38	0.00%	\$0.00
7/20/2009	\$10.89	\$10.89	0.00%	\$0.00
7/20/2009	\$16.80	\$16.80	0.00%	\$0.00
7/22/2009	\$119.03	\$119.03	0.00%	\$0.00
7/22/2009	\$6.05	\$6.05	0.00%	\$0.00
7/22/2009	\$101.01	\$101.01	0.00%	\$0.00
7/23/2009	\$70.07	\$70.07	0.00%	\$0.00
7/23/2009	\$44.15	\$44.15	0.00%	\$0.00
7/22/2009	\$281.64	\$281.64	0.00%	\$0.00
7/1/2009	(\$90.54)	(\$90.54)	0.00%	\$0.00
7/24/2009	\$95.99	\$95.99	0.00%	\$0.00
7/21/2009	\$94.13	\$94.13	0.00%	\$0.00
7/21/2009	\$76.12	\$76.12	0.00%	\$0.00
7/21/2009	\$17.19	\$17.19	0.00%	\$0.00
7/7/2009	(\$62.10)	(\$62.10)	0.00%	\$0.00
7/7/2009	(\$335.54)	(\$335.54)	0.00%	\$0.00
7/8/2009	(\$274.40)	(\$274.40)	0.00%	\$0.00
7/18/2009	\$62.10	\$62.10	0.00%	\$0.00
7/18/2009	\$335.54	\$335.54	0.00%	\$0.00
7/18/2009	\$274.40	\$274.40	0.00%	\$0.00
7/23/2009	\$40.08	\$40.08	0.00%	\$0.00
7/23/2009	\$59.30	\$59.30	0.00%	\$0.00
7/19/2009	\$143.56	\$143.56	0.00%	\$0.00

7/24/2009	\$95.99	\$95.99	0.00%	\$0.00
7/24/2009	\$60.97	\$60.97	0.00%	\$0.00
7/23/2009	\$94.39	\$94.39	0.00%	\$0.00
7/23/2009	\$17.82	\$17.82	0.00%	\$0.00
7/19/2009	\$211.67	\$211.67	0.00%	\$0.00
7/24/2009	\$17.25	\$17.25	0.00%	\$0.00
7/7/2009	(\$8.77)	(\$8.77)	0.00%	\$0.00
7/16/2009	(\$0.39)	(\$0.39)	0.00%	\$0.00
7/24/2009	\$89.66	\$89.66	0.00%	\$0.00
7/24/2009	\$111.74	\$111.74	0.00%	\$0.00
7/2/2009	(\$94.13)	(\$94.13)	0.00%	\$0.00
7/2/2009	\$94.13	\$94.13	0.00%	\$0.00
7/24/2009	\$69.81	\$69.81	0.00%	\$0.00
7/20/2009	\$2.75	\$2.75	0.00%	\$0.00
7/23/2009	\$94.93	\$94.93	0.00%	\$0.00
7/24/2009	\$71.22	\$71.22	0.00%	\$0.00
7/21/2009	\$13.74	\$13.74	0.00%	\$0.00
7/23/2009	\$169.17	\$169.17	0.00%	\$0.00
7/20/2009	\$26.84	\$26.84	0.00%	\$0.00
7/18/2009	\$146.04	\$146.04	0.00%	\$0.00
7/9/2009	(\$55.60)	(\$55.60)	0.00%	\$0.00
7/19/2009	\$91.94	\$91.94	0.00%	\$0.00
7/24/2009	\$38.40	\$38.40	0.00%	\$0.00
7/24/2009	\$143.38	\$143.38	0.00%	\$0.00
7/20/2009	\$2.19	\$2.19	0.00%	\$0.00
7/21/2009	\$35.10	\$35.10	0.00%	\$0.00
7/21/2009	\$81.58	\$81.58	0.00%	\$0.00
7/23/2009	\$87.08	\$87.08	0.00%	\$0.00
7/23/2009	\$17.82	\$17.82	0.00%	\$0.00
7/22/2009	\$223.82	\$223.82	0.00%	\$0.00
7/20/2009	\$168.89	\$168.89	0.00%	\$0.00
7/20/2009	\$17.19	\$17.19	0.00%	\$0.00
7/20/2009	\$42.76	\$42.76	0.00%	\$0.00
7/20/2009	\$94.93	\$94.93	0.00%	\$0.00
7/20/2009	\$41.49	\$41.49	0.00%	\$0.00
7/20/2009	\$50.91	\$50.91	0.00%	\$0.00
7/20/2009	\$92.03	\$92.03	0.00%	\$0.00
7/20/2009	\$8.10	\$8.10	0.00%	\$0.00
7/21/2009	\$143.56	\$143.56	0.00%	\$0.00
7/19/2009	\$80.91	\$80.91	0.00%	\$0.00
7/21/2009	\$46.45	\$46.45	0.00%	\$0.00
7/24/2009	\$13.20	\$13.20	0.00%	\$0.00
7/22/2009	\$94.96	\$94.96	0.00%	\$0.00
7/22/2009	\$119.02	\$119.02	0.00%	\$0.00
7/22/2009	\$32.14	\$32.14	0.00%	\$0.00
7/20/2009	\$6.49	\$6.49	0.00%	\$0.00
7/21/2009	\$89.66	\$89.66	0.00%	\$0.00
7/21/2009	\$130.85	\$130.85	0.00%	\$0.00
7/21/2009	\$48.68	\$48.68	0.00%	\$0.00
7/20/2009	\$0.37	\$0.37	0.00%	\$0.00
7/21/2009	\$25.08	\$25.08	0.00%	\$0.00
7/21/2009	\$86.38	\$86.38	0.00%	\$0.00

7/24/2009	\$66.26	\$66.26	0.00%	\$0.00
7/24/2009	\$222.98	\$222.98	0.00%	\$0.00
7/21/2009	\$58.73	\$58.73	0.00%	\$0.00
7/21/2009	\$8.10	\$8.10	0.00%	\$0.00
7/22/2009	\$349.54	\$349.54	0.00%	\$0.00
7/23/2009	\$17.21	\$17.21	0.00%	\$0.00
7/22/2009	\$69.40	\$69.40	0.00%	\$0.00
7/20/2009	\$211.86	\$211.86	0.00%	\$0.00
7/22/2009	\$45.08	\$45.08	0.00%	\$0.00
7/9/2009	(\$20.25)	(\$20.25)	0.00%	\$0.00
7/8/2009	(\$69.81)	(\$69.81)	0.00%	\$0.00
7/22/2009	\$76.06	\$76.06	0.00%	\$0.00
7/23/2009	\$17.15	\$17.15	0.00%	\$0.00
7/20/2009	\$5.95	\$5.95	0.00%	\$0.00
7/21/2009	\$126.33	\$126.33	0.00%	\$0.00
7/22/2009	\$44.26	\$44.26	0.00%	\$0.00
7/22/2009	\$29.66	\$29.66	0.00%	\$0.00
7/20/2009	\$90.52	\$90.52	0.00%	\$0.00
7/21/2009	\$1,622.15	\$1,622.15	0.00%	\$0.00
7/20/2009	\$109.67	\$109.67	0.00%	\$0.00
7/20/2009	\$161.50	\$161.50	0.00%	\$0.00
7/23/2009	\$60.48	\$60.48	0.00%	\$0.00
7/23/2009	\$59.08	\$59.08	0.00%	\$0.00
7/23/2009	\$143.56	\$143.56	0.00%	\$0.00
7/23/2009	\$0.20	\$0.20	0.00%	\$0.00
7/21/2009	\$47.21	\$47.21	0.00%	\$0.00
7/23/2009	\$6.90	\$6.90	0.00%	\$0.00
7/23/2009	\$59.08	\$59.08	0.00%	\$0.00
7/23/2009	\$17.57	\$17.57	0.00%	\$0.00
7/22/2009	\$120.39	\$120.39	0.00%	\$0.00
7/22/2009	\$230.45	\$230.45	0.00%	\$0.00
7/22/2009	\$126.48	\$126.48	0.00%	\$0.00
7/23/2009	\$126.48	\$126.48	0.00%	\$0.00
7/24/2009	\$15.62	\$15.62	0.00%	\$0.00
7/24/2009	\$24.15	\$24.15	0.00%	\$0.00
7/24/2009	\$5.70	\$5.70	0.00%	\$0.00
7/20/2009	\$256.15	\$256.15	0.00%	\$0.00
7/23/2009	\$15.62	\$15.62	0.00%	\$0.00
7/21/2009	\$94.13	\$94.13	0.00%	\$0.00
7/21/2009	\$0.35	\$0.35	0.00%	\$0.00
7/24/2009	\$41.49	\$41.49	0.00%	\$0.00
7/24/2009	\$218.59	\$218.59	0.00%	\$0.00
7/24/2009	\$112.82	\$112.82	0.00%	\$0.00
7/24/2009	\$236.60	\$236.60	0.00%	\$0.00
7/24/2009	\$222.98	\$222.98	0.00%	\$0.00
7/21/2009	\$16.90	\$16.90	0.00%	\$0.00
7/21/2009	\$6,315.19	\$6,315.19	0.00%	\$0.00
7/21/2009	\$299.70	\$299.70	0.00%	\$0.00
7/21/2009	\$402.11	\$402.11	0.00%	\$0.00
7/19/2009	\$238.08	\$238.08	0.00%	\$0.00
7/18/2009	\$21.00	\$21.00	0.00%	\$0.00
7/23/2009	\$94.96	\$94.96	0.00%	\$0.00

7/23/2009	\$94.13	\$94.13	0.00%	\$0.00
7/22/2009	\$113.93	\$113.93	0.00%	\$0.00
7/23/2009	\$39.59	\$39.59	0.00%	\$0.00
7/21/2009	\$0.78	\$0.78	0.00%	\$0.00
7/21/2009	\$86.38	\$86.38	0.00%	\$0.00
7/13/2009	(\$55.72)	(\$55.72)	0.00%	\$0.00
7/21/2009	\$69.84	\$69.84	0.00%	\$0.00
7/17/2009	\$55.48	\$55.48	0.00%	\$0.00
7/21/2009	\$38.68	\$38.68	0.00%	\$0.00
7/8/2009	(\$94.13)	(\$94.13)	0.00%	\$0.00
7/8/2009	\$94.13	\$94.13	0.00%	\$0.00
7/15/2009	(\$16.04)	(\$16.04)	0.00%	\$0.00
7/15/2009	\$16.04	\$16.04	0.00%	\$0.00
7/24/2009	\$16.04	\$16.04	0.00%	\$0.00
7/24/2009	\$148.89	\$148.89	0.00%	\$0.00
7/24/2009	\$183.39	\$183.39	0.00%	\$0.00
7/24/2009	\$13.25	\$13.25	0.00%	\$0.00
7/24/2009	\$50.54	\$50.54	0.00%	\$0.00
7/21/2009	\$33.14	\$33.14	0.00%	\$0.00
7/21/2009	\$24.92	\$24.92	0.00%	\$0.00
7/21/2009	\$29.64	\$29.64	0.00%	\$0.00
7/22/2009	\$271.16	\$271.16	0.00%	\$0.00
7/20/2009	\$126.46	\$126.46	0.00%	\$0.00
7/20/2009	\$50.54	\$50.54	0.00%	\$0.00
7/20/2009	\$784.75	\$784.75	0.00%	\$0.00
7/20/2009	\$48.91	\$48.91	0.00%	\$0.00
7/24/2009	\$59.78	\$59.78	0.00%	\$0.00
7/21/2009	\$48.29	\$48.29	0.00%	\$0.00
7/18/2009	\$48.32	\$48.32	0.00%	\$0.00
7/18/2009	\$17.25	\$17.25	0.00%	\$0.00
7/18/2009	\$90.54	\$90.54	0.00%	\$0.00
7/20/2009	\$37.41	\$37.41	0.00%	\$0.00
7/22/2009	\$5.70	\$5.70	0.00%	\$0.00
7/23/2009	\$143.56	\$143.56	0.00%	\$0.00
7/6/2009	(\$7.91)	(\$7.91)	0.00%	\$0.00
7/6/2009	\$14.12	\$14.12	0.00%	\$0.00
7/24/2009	\$14.12	\$14.12	0.00%	\$0.00
7/22/2009	\$82.74	\$82.74	0.00%	\$0.00
7/18/2009	\$9.33	\$9.33	0.00%	\$0.00
7/20/2009	\$12.37	\$12.37	0.00%	\$0.00
7/20/2009	\$9.60	\$9.60	0.00%	\$0.00
7/20/2009	\$69.95	\$69.95	0.00%	\$0.00
7/20/2009	\$113.93	\$113.93	0.00%	\$0.00
7/20/2009	\$48.01	\$48.01	0.00%	\$0.00
7/18/2009	\$3.34	\$3.34	0.00%	\$0.00
7/18/2009	\$1.46	\$1.46	0.00%	\$0.00
7/19/2009	\$5.55	\$5.55	0.00%	\$0.00
7/18/2009	\$9.64	\$9.64	0.00%	\$0.00
7/21/2009	\$32.25	\$32.25	0.00%	\$0.00
7/21/2009	\$5.94	\$5.94	0.00%	\$0.00
7/24/2009	\$186.75	\$186.75	0.00%	\$0.00
7/24/2009	\$17.25	\$17.25	0.00%	\$0.00

7/23/2009	\$50.28	\$50.28	0.00%	\$0.00
7/18/2009	\$26.49	\$26.49	0.00%	\$0.00
7/18/2009	\$101.33	\$101.33	0.00%	\$0.00
7/23/2009	\$61.26	\$61.26	0.00%	\$0.00
7/18/2009	\$62.63	\$62.63	0.00%	\$0.00
7/20/2009	\$199.61	\$199.61	0.00%	\$0.00
7/24/2009	\$15.62	\$15.62	0.00%	\$0.00
7/24/2009	\$13.50	\$13.50	0.00%	\$0.00
7/8/2009	(\$94.13)	(\$94.13)	0.00%	\$0.00
7/8/2009	\$94.13	\$94.13	0.00%	\$0.00
7/12/2009	(\$89.89)	(\$89.89)	0.00%	\$0.00
7/18/2009	\$67.08	\$67.08	0.00%	\$0.00
7/16/2009	(\$40.66)	(\$40.66)	0.00%	\$0.00
7/21/2009	\$40.66	\$40.66	0.00%	\$0.00
7/20/2009	\$13.53	\$13.53	0.00%	\$0.00
7/22/2009	\$20.84	\$20.84	0.00%	\$0.00
7/19/2009	\$40.66	\$40.66	0.00%	\$0.00
7/19/2009	\$5.61	\$5.61	0.00%	\$0.00
7/21/2009	\$232.67	\$232.67	0.00%	\$0.00
7/21/2009	\$53.09	\$53.09	0.00%	\$0.00
7/24/2009	\$80.43	\$80.43	0.00%	\$0.00
7/24/2009	\$279.37	\$279.37	0.00%	\$0.00
7/20/2009	\$29.79	\$29.79	0.00%	\$0.00
7/24/2009	\$11.74	\$11.74	0.00%	\$0.00
7/24/2009	\$18.50	\$18.50	0.00%	\$0.00
7/24/2009	\$113.93	\$113.93	0.00%	\$0.00
				\$143.14
	\$128,205.54	\$128,205.54	0.00%	\$143.14
	\$181,309.68			

TOTAL:	\$181,309.68		\$181,452.82



**BlueCross BlueShield
of Texas**

Group # 021185 **HIDALGO COUNTY**
Settlement ID: **TX433010006**
Processed Date
Period **08-01-2009 THRU 08-07-2009**

SECTION

0001-0011	HIDALGO COUNTY	\$ 127,071.13
0002-0012	HEADSTART	\$ 39,279.31
0003-0013	APPRAISAL DISTRICT	\$ 7,876.20
0004-0014	COMMUNITY SERVICE	\$ 684.41
0005-0015	DRAINAGE DISTRICT	\$ 2,699.46
9001-9002	COBRA	\$ 9,078.17
0006-0016	RETIREE	\$ 43,885.44

TOTALS

\$ 230,574.12

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

FOR THE PERIOD OF: July 25 thru August 7, 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 \$ 500,279.75

- 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
07/25/09 to 08/07/09 is \$ 500,279.75.

Dept. of Budget & Management/Employee Benefits Section is requesting approval of this payment on the
Commissioners' Court Agenda of August 18, 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.


Employee Benefits Manager

08/12/09
Date

Dept. of Budget & Management Budget Officer

Commissioner's Court Approval

Date

AI-16957**8.A.****Payment Request for R. Gutierrez Engineering Invoices
CC CONSENT**

Date: 08/18/2009
Submitted By: Yolanda Cisneros, COMM. PCT. #2
Submitted For: Yolanda Cisneros
Department: COMM. PCT. #2
Agenda Category: Purchasing Department

Information**CAPTION****Precinct #2:**

Acceptance and approval of request for payment on the following invoice(s) submitted by R. Gutierrez Engineering Corporation, (#C-08-381-09-16) contracted project engineer:

Invoice #	Invoice Date	Project Name	Amount
2714	07/10/2009	Tower Road Project	\$16,566.00
2715	07/10/2009	Tower Road Project	6,146.00
2717	07/23/2009	McColl Road II Project	865.19

BACKGROUND**PO #'s 561453 & 593650**

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1202-431-00-122-027-0-731
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funding available on PO#561453 in the amount of \$106,075.13 as of 08/12/2009.

FISCAL YEAR: 2009 ACCT. #: 9-1202-431-00-122-028-0-731
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funding available on PO 593650 in the amount of \$10,208.33 as of 08/12/2009.

Attachments

Link: Inv. # 2714 & #2715 Tower Rd

Link: Inv. #2717 McColl Rd

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	08/13/2009 10:07 AM	APRV

2	Budget & Management	Erika Zamora	08/13/2009 10:43 AM	APRV
3	Roland Garcia	Rolando Garcia	08/14/2009 02:30 PM	APRV
4	Auditor's Office		08/14/2009 05:30 PM	NEW

Form Started By: Yolanda Cisneros

Started On: 08/12/2009 05:32 PM

Final Approval Date: 08/14/2009

R. Gutierrez Engineering Corporation

130 E. Park
Pharr, TX 78577

Invoice Number: 2714
Friday, July 10, 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: 04/22/2009 to 07/10/2009

Billing Group: 01 Phased % of Construction

Part 1 - Moore Rd - Rancho Blanco Rd (approx 1.0 miles)

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

Billing Fee: \$345,298.00					
Phase	Phase Fee	Percent Complete	Fee Earned	Prior Billing	Current Fee
Preliminary Phase	138,049.00	100.00	138,049.00	138,049.00	0.00
Design Phase	82,829.00	100.00	82,829.00	82,829.00	0.00
Construction Phase	55,220.00	30.00	16,566.00	0.00	16,566.00
Environmental Assessment (Add'l Service)	26,000.00	0.00	0.00	0.00	0.00
Right-of-Way Acquisition (Add'l Service)	36,000.00	100.00	36,000.00	36,000.00	0.00
Geotechnical Investigation (Add'l Service)	7,200.00	30.36	2,185.87	2,185.87	0.00
Total Phases:					\$16,566.00

Phase Billing Totals: \$16,566.00

INVOICE RECEIVED BY:
Esmeralda Molina ON 7-10-09
GOODS/SERVICES RECEIVED BY:
Hector Palacios ON 7-10-09

Billing Group Subtotal: 16,566.00

Project Totals:

*** Total Project Invoice Amount:

\$16,566.00

561453

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

Req. #082579

Ramiro Gutierrez
President

R. Gutierrez Engineering Corporation

130 E. Park
Pharr, TX 78577

Invoice Number: 2715
Friday, July 10, 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: 04/22/2009 to 07/10/2009

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	36.25	24,322.00	21,806.00	2,516.00
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	15.00	3,630.00	0.00	3,630.00
Geotechnical Investifation (Add'l Service)	10,800.00	0.00	0.00	0.00	0.00
Total Phases:					\$6,146.00

INVOICE RECEIVED BY:

Esmeralda Molina ON 7.10.09

GOODS/SERVICES RECEIVED BY:

Hector Palacios ON 7.10.09

Phase Billing Totals: \$6,146.00

Billing Group Subtotal: 6,146.00

Project Totals:

*** Total Project Invoice Amount:

561453

\$6,146.00

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

Req. #082579


Ramiro Gutierrez
President

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	\$74,962	\$41,415	100%	\$41,415	\$33,548	100%	\$33,548
SCHEMATIC DESIGN	\$174,912	\$96,634	100%	\$96,634	\$78,278	100%	\$78,278
SUB-TOTAL	\$249,874	\$138,049	100%	\$138,049	\$111,825	100%	\$111,825
DESIGN PHASE (30% of Fee)							
SURVEYING - FIELD VERIFICATION	\$37,481	\$20,707	100%	\$20,707	\$16,774	100%	\$16,774
ENGINEERING	\$112,443	\$62,122	90%	\$55,910	\$50,321	15%	\$7,548
SUB-TOTAL	\$149,924	\$82,829	93%	\$76,617	\$67,095	36%	\$24,322
CONSTRUCTION PHASE (20% of Fee)							
CONSTRUCTION ADMINISTRATION	\$99,950	\$55,220	30%	\$16,566	\$44,730	0%	\$0
SUB-TOTAL	\$99,950	\$55,220	30%	\$16,566	\$44,730	0%	\$0
TOTAL BASIC ENGINEERING FEES	\$499,748	\$276,098	84%	\$231,232	\$223,650	61%	\$136,147
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	15%	\$3,630
SUB-TOTAL	\$60,200	\$36,000	100%	\$36,000	\$24,200	15%	\$3,630
GEOTECHNICAL INVESTIGATION (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	5%	\$3,630
TOTAL ESTIMATED FEE	\$637,948	\$345,298	78%	\$269,418	\$292,650	48%	\$139,777
Part I - Basic Fee Based on 10.5% of Estimated Construction Cost of :					\$2,629,504		
For a Base Engineering Fee of :	\$276,098						
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

July 10, 2009

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

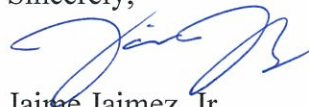
RE: Tower Road – Invoice
ENG05.015b

Dear Commissioner Palacios:

I am submitting two invoices for the above referenced project. Invoice number 2714 is for 30% of the construction phase for the drainage system installation for Part 1 (Moore Road to Rancho Blanco Road). Invoice number 2715 is for about 35% of the design phase and for 15% of the Right-of-Way Acquisition phase for Part 2 (Rancho Blanco Road to Balli Road). We have completed 3 parcels and have submitted them to the Right-of-Way Department. I have attached the engineer's fee estimate worksheet for your review.

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

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: Tower Road
PROJECT NO.: ENG05.015b
DATE: July 10, 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	07/10/2009	Invoice No. 2714 - Part 1
1	07/10/2009	Invoice No. 2715 - Part 2
1	07/10/2009	Cover Letter
1	-	engineer's fee worksheet

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: 2717
Thursday, July 23, 2009

Invoice

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

Project: ENG06.019c McColl Road II (Dicker - Orangewood) Const. Staking

Project Manager: Luis Nava
Professional Services for the Period: 06/01/2009 to 06/30/2009

Billing Group: 01 Phased Fixed Fee

Construction Staking (Dicker to Orangewood)

Contract #: C-06-251-08-15 (WA#3)(PO#593650)

		Billing Fee:				\$865.19
<u>Phase</u>	<u>Phase Fee</u>	<u>Percent Complete</u>	<u>Fee Earned</u>	<u>Prior Billing</u>	<u>Current Fee</u>	
June 2009	865.19	100.00	865.19	0.00	865.19	
		Total Phases:				\$865.19

Phase Billing Totals: \$865.19

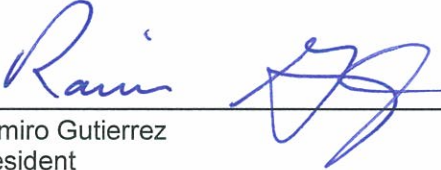
INVOICE RECEIVED BY:
Nava ON 7/24/09
GOODS/SERVICES RECEIVED BY:
Hector Palacios ON 7/23/09

Billing Group Subtotal: 865.19

Project Totals:

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

\$865.19


Ramiro Gutierrez
President

593650
9-1202-431-00-122-028-0-731
Req. #120591

Construction Staking Hourly Charges

DATE		HOURS WORKED BY DATE								Total Due for Month
Employee Name:	D. Cantu	M. Lopez	D. Vasquez	E. Rodriguez	M. Huitron	R. Garza	H. Flores	J. Uribe, Sr.	L. Nava	
1-Jun-2009										
2-Jun-2009										
3-Jun-2009										
4-Jun-2009										
5-Jun-2009							1.5			
6-Jun-2009										
7-Jun-2009										
8-Jun-2009										
9-Jun-2009							0.5			
10-Jun-2009			4.5	4.5			0.5			
11-Jun-2009							1.0			
12-Jun-2009										
13-Jun-2009										
14-Jun-2009										
15-Jun-2009										
16-Jun-2009										
17-Jun-2009										
18-Jun-2009							0.5			
19-Jun-2009			6.0	6.0						
20-Jun-2009										
21-Jun-2009										
22-Jun-2009										
23-Jun-2009										
24-Jun-2009										
25-Jun-2009										
26-Jun-2009										
27-Jun-2009										
28-Jun-2009										
29-Jun-2009										
30-Jun-2009										

R. Gutierrez Engineering Corporation

July 23, 2009

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

RE: McColl Road II (Dicker to Orangewood) Construction Staking – Invoice
ENG06.019c

Dear Commissioner Palacios:

I am submitting an invoice for the construction administration and staking for the above referenced project. This project is billed on an hourly basis per employee. I am providing a breakdown of the hours worked for the month of June 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

Transmittal Form

FROM:	Jaime Jaimez, Jr.
SUBJECT:	McColl Road II Construction Staking
PROJECT NO.:	ENG06.019c
DATE:	July 23, 2009

[illegible]

☐ 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

[illegible]

Received by:

RECEIVED
Mary Meave

JUL 24 09

Hidalgo County
PRECINCT #2

130 East Park Ave. - Pharr, TX 78577 - Tel: 956 - 782 - 2557 - Fax: 956 - 782 - 2558 - Email: jaime@rgutierrezengineering.com

AI-16954

8.B.

**Payment Request-Invoice #11323120-L&G Engineering
CC CONSENT**

Date: 08/18/2009
Submitted By: Rocio Villarreal, PURCHASING DEPT.
Submitted For: Rocio Villarreal
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department

Information

CAPTION

Approval of Invoice #11323120 in the amount of \$19,555.23 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:

Obj. Code 731 Available funds in P.O. #600650 as of 8/13/09 is \$191,660.23.

Attachments

Link: [Invoice](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	08/13/2009 10:00 AM	APRV
2	Budget & Management	Erika Zamora	08/13/2009 10:42 AM	APRV
3	Perla Lopez	Perla Lopez	08/13/2009 12:47 PM	APRV
4	Auditor's Office		08/14/2009 05:30 PM	NEW

Form Started By: Rocio Villarreal
Started On: 08/12/2009 04:58 PM
Final Approval Date: 08/14/2009

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

INVOICE #: 11323120
INVOICE DATE: 07/31/09

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

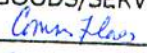
Contract# C-08-031-02-12
PO# 600650

DESCRIPTION	CONTRACT	PREVIOUS APPLICATIONS	CURRENT COMPLETED	TOTAL COMPLETED	% COMPL	BALANCE TO FINISH
Engineering services for the month of July 2009.						
11006-Dsgn Schematic	157,500.00	157,500.00		157,500.00	100.0	
12002-EA Reports	55,000.00	41,250.00		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	17,984.77	2,015.23	20,000.00	100.0	
13001-Prelim ROW	10,000.00	9,000.00		9,000.00	90.0	1,000.00
13010-Prelim ROW/Sub	10,000.00	9,000.00		9,000.00	90.0	1,000.00
15001-Design Srvy	26,000.00	23,400.00		23,400.00	90.0	2,600.00
15010-Design Srvy/Sub	40,000.00	36,000.00		36,000.00	90.0	4,000.00
15020-Rdwy Dgn/Sub	4,150.00				0.0	4,150.00
16001-Rdwy Design	267,350.00	226,800.00		226,800.00	80.0	40,550.00
16101-Drainage	116,000.00	100,800.00	6,300.00	107,100.00	85.0	8,900.00
16207-Sgn,Pvmt.Markg	24,200.00	18,150.00	2,420.00	20,570.00	85.0	3,630.00
16250-Iso Signal/Sub	52,000.00				0.0	52,000.00
16260-Sign Warr/Sub	5,800.00	5,800.00		5,800.00	100.0	
16302-Traf Cntrl Pln	75,600.00	60,480.00	3,780.00	64,260.00	85.0	11,340.00
16304-Irrigation	31,500.00	23,625.00		23,625.00	75.0	7,875.00
16306-Qty Specs	18,900.00	14,175.00	1,890.00	16,065.00	85.0	2,835.00
16307-Utilities	63,000.00	47,250.00		47,250.00	75.0	15,750.00
16400-Contract Mgmt	31,500.00	23,625.00	3,150.00	26,775.00	85.0	4,725.00
TOTALS:	1,033,500.00	839,839.77	19,555.23	859,395.00	83.2	174,105.00

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	\$ 859,395.00
LESS PREVIOUS INVOICES	\$ 839,839.77


PROJECT MANAGER'S SIGNATURE

CURRENT PAYMENT DUE \$ 19,555.23

INVOICE RECEIVED BY
 ON 8/11/09
GOODS/SERVICES RECEIVED BY
 ON 7/31/09
9-1336-431-00-123-045-0-711

AI-16948

8.C.

**Physician Services-Residents at Restitution Center
CC CONSENT**

Date: 08/18/2009
Submitted By: Gricelda Villarreal, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department

Information

CAPTION

1. Pursuant to Government Code, Chapter 76, Section .004 a request to Commissioners' Court from Joe Lopez (Executive Director of Hidalgo County Community Supervision and Corrections Department) to permit the Hidalgo County Purchasing Department to advertise a Request for Qualifications for: Physician Services for Residents at the Restitution Center;
2. Ratification of first advertisement date (due to time constraints of the grant award and in order to award the proposal) with authority to proceed with second advertisement and approval of procurement packet (i.e. legal notice, requirements, scope of services and draft contract form, etc) provided by the Adult Probation Department -RFQ-No.: 2009-356CGV.

BACKGROUND

Advertisement Dates: 08/15/09 & 08/22/09

Acceptance Date of : 08/28/09

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1297-423-00-320-005-9-331
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
Available balance as of 8/14/09 \$100.00.

Attachments

Link: [Draft Packet](#)
Link: [Tab/Participation Sheet](#)
Link: [Local Gov Code 76](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	08/13/2009 03:37 PM	APRV
2	Budget & Management	Erika Zamora	08/13/2009 03:51 PM	APRV

3	Erika Zamora	Erika Zamora	08/14/2009 09:16 AM	APRV
4	Auditor's Office		08/14/2009 05:30 PM	NEW

Form Started By: Gricelda Villarreal

Started On: 08/12/2009 04:26 PM

Final Approval Date: 08/14/2009

RFQ No: 2009-356-08-28CGV	Buyer II: CRIS VILLARREAL	Tel. No: (956) 318-2626

REQUEST FOR QUALIFICATIONS

Hidalgo County
Edinburg, Texas

**“PHYSICIAN SERVICES FOR RESIDENTS AT THE RESTITUTION CENTER
FOR HIDALGO COUNTY COMMUNITY SUPERVISION
AND CORRECTIONS DEPARTMENT”**

August 28, 2009

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 So. Business Hwy 281 - New Administration Building
Edinburg, Texas 78539

1. **Sealed Statements of Qualifications** will be received for **“Physician Services for Residents at the Restitution Center for Hidalgo County Community Supervision and Corrections Department”**, in accordance with the requirements attached hereto as Exhibit "A." RFQs should address all requirements set forth. Vendors 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 requirements. Hidalgo County reserves the right to reject the deviation and its effect on the overall RFQ.
2. One (1) original and seven (7) copies of all RFQs are required, with the vendor's name and address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package, **REQUEST FOR QUALIFICATIONS 2009-356-08-28CGV - “Physician Services for Residents at the Restitution Center for Hidalgo County Community Supervision and Corrections Department”** and in County's Purchasing Department, 2802 So. Business Hwy 281, New Administration Building, Edinburg, Texas, **on or before 9:30 a.m., Friday, August 28, 2009. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFQ RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO: RFQ No.: 2009-356-08-28CGV- “Physician Services for Residents at the Restitution Center for Hidalgo County Community Supervision and Corrections Department”.** Hidalgo County reserves the right to refuse and reject any/all RFQs and to waive any/all formalities or technicalities, or to accept the RFQ considered the best and most advantageous to Hidalgo County. **WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMILE TO (956) 318-2629 OR VIA EMAIL TO cris.villarreal@co.hidalgo.tx.us NO LATER THAN Friday, August 21, 2009 at 5:00 p.m.** Responses will be sent to all applicants via facsimile by Monday, August 24, 2009. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**
3. Hidalgo County reserves the right to separate and accept, or eliminate any item(s) listed under this statement of qualifications that it deems necessary to accommodate budgetary and/or operational requirements. Hidalgo County also reserves the right to reject any or all statement of qualifications submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best statement of qualifications for approval. Receipt of any statement of qualifications shall under no circumstances obligate County to accept the lowest dollar statement of qualifications. The award of this contract shall be made to the responsible offeror whose statement of qualifications is determined to be the best evaluated offer resulting from negotiation, taking into

consideration the relative importance of price and other evaluation factors as herein set forth.

4. 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 vendor, or to reject all RFQs and re-advertise.
5. For work to be performed at a County-owned or operated location, each vendor shall, in its sole discretion, visit the job site before preparing the RFQ and thoroughly familiarize himself/herself with existing conditions. Vendor should take field dimensions and note all circumstances which affect the RFQ.
6. No RFQ may be withdrawn within ninety (90) days from the scheduled time to accept RFQs.
7. Any interpretations, amendments, corrections or changes to this RFQ 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 Qualifications. Vendors shall acknowledge receipt of all addenda as a part of their RFQ.
8. County reserves the right to accept or reject any or all RFQs.
9. Costs are to be net F.O.B. destination, County Prepaid.
10. County is exempt from Federal Excise Tax, State Tax and Local Tax. Tax exemption certificates will be furnished upon request.
11. 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 statement of qualifications 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.
12. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security card 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.

13. DELIVERY INSTRUCTIONS (for applicable goods and/or services):

- . 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, CPPB, Purchasing Agent, before delivery will be accepted.
- . If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, CPPB, Purchasing Agent
(956) 318-2626

14. BILLING AND PAYMENT INSTRUCTIONS:

- . Invoices must include:
 - a) Name and address of successful vendor
 - b) Name and address of receiving department or official
 - c) Purchase Order Number (if any)
 - d) Notation – **“Physician Services for Residents at the Restitution Center for Hidalgo County Community Supervision and Corrections Department”**
 - e) 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:

Mr. Joe Lopez
Hidalgo County Community Supervision and Corrections Department
3100 So. Bus. Hwy 281 Bldg. B
Edinburg, TX 78539
(956) 318-2920

15. Schedule of Events

RFQ Acceptance, 9:30 A.M.

Award of Contract

Commence Work or Deliver Products

August 28, 2009

_____, 20__

_____, 20__

16. ~~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 and 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 participants are required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR76.~~
- . ~~Together with the signing of a contract or issuance of a purchase order following the acceptance of a statement of qualifications, and prior to commencement of the actual work, the participant 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.~~

17. 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 statement of qualifications therefor 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.

18. **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 participant 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 PARTICIPANT.

19. If, during the life of any contract or statement of qualifications awarded, the successful participant'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.
20. Statement of qualifications, 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.
21. Minimum Standards For Responsible Prospective Participants: A prospective participant must affirmatively demonstrate participant's responsibility. A prospective participant, by submitting a statement of qualifications, represents to County that it meets the following requirements:
 - . Possess or is able to obtain adequate financial resources as required to perform under the statement of qualifications;
 - . 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.
22. Successful participant 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 participant'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.
23. Any contract award to a successful participant will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty (30) day's written notice prior to cancellation.
24. 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 participant; County reserves the right to terminate any contract immediately in the event a successful participant fails to:
 - A. Meet schedules;

- B. Pay any required fees or taxes; or
 - C. Otherwise perform in accordance with the requirements.
25. Successful participant 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 participant, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from statement of qualifications award. Successful participant indemnifies and will indemnify and save harmless County from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful participant 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 participant'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 or services provided by successful participant.
26. Successful participant 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 Qualifications shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful participant 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.
27. 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.
28. The successful participant 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.
29. Participants shall provide with the statement of qualifications response, a list of at least three (3) references where like services have been supplied by their firm.

Include the name of the business or government, address, telephone number and name of representative or contact person.

30. Participants must provide **all** documentation requested with this Statement of qualifications in their response. Failure to provide this information may result in rejection of the statement of qualifications as non-conforming.

DRAFT

Request For Qualifications
for
**Physician Services for Residents at the Restitution Center for
Hidalgo County Community Supervision and Corrections Department**
RFQ No: 2009-356-08-28CGV

August 28, 2009

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

In accordance with the Requirements, 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 statement of qualifications, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Requirements 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 Request For Qualifications Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all RFQs and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best statement of qualifications.

Bidder agrees that this statement of qualifications shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for accepting RFQs, as contained in the Requirements.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT A **REQUIREMENTS**

REQUEST FOR QUALIFICATIONS

**“PHYSICIAN SERVICES FOR RESIDENTS
AT THE RESTITUTION CENTER FOR HIDALGO COUNTY
COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT”**

RFQ No: 2009-356-08-28CGV

**HIDALGO COUNTY COMMUNITY SUPERVISION
AND CORRECTIONS DEPARTMENT
“PHYSICIAN SERVICES PHYSICIAN SERVICES FOR RESIDENTS
AT THE RESTITUTION CENTER”**

RFQ NO: 2009-356-08-28-CGV

Hidalgo County is inviting statements of qualifications from qualified physicians to provide “Physician Services for Residents at the Restitution Center” for the Hidalgo County Community Supervision and Corrections Department. Hidalgo County Community Supervision and Corrections Department is seeking to enter into a service contract with a state-registered/licensed (Texas) physician. The Hidalgo County Purchasing Department will receive sealed envelopes containing statements of qualifications for the provision of **“Physician Services for Residents at the Restitution Center for Hidalgo County Community Supervision and Corrections Department”** as specified herein. Statements of qualifications will be accepted until **9:30 A.M., Friday, August 28, 2009. ANY RFQ RECEIVED AFTER THAT DATE AND TIME WILL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED.**

Deliver Submittal to:

<u>US Postal Mail Address:</u> Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department New Administration Building 2812 S. Business Hwy 281 Edinburg, Texas 78539	<u>Physical Address:</u> Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department New Administration Building 2802 S. Business Hwy. 281 Edinburg, Texas 78539

The Submittal Envelope Must Show The RFQ Number, Name And Opening Date.

The following outlines the Request For Qualifications:

SECTION I -GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION: Hidalgo County is requesting that request for proposals be routed to Martha L. Salazar, CPPB, Purchasing Agent, at:

<u>US Postal Mail Address:</u> Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department New Administration Building 2812 S. Business Hwy 281 Edinburg, Texas 78539	<u>Physical Address:</u> Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department New Administration Building 2802 S. Business Hwy. 281 Edinburg, Texas 78539

WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMILE OR VIA EMAIL TO cris.villarreal@co.hidalgo.tx.us, BY NO LATER THAN Friday, August 21, 2009 at 5:00 P.M. at

(956) 318-2629. Responses will be sent to all applicants via facsimile by Monday, August 24, 2009. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

PROPOSER'S AFFIDAVIT:

Respondents to this RFQ must submit a signed Proposer's Affidavit (attached herein in Exhibit "D") certifying that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit; (2) that the Respondent does not have a Conflict of Interest as described in the Proposer's Affidavit; or that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

DISCLOSURE OF CONFLICT OF INTEREST:

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any Physician, 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 Physician, 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 participant fails to comply with Texas Local Government Code Chapter 176. Physicians, 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.

NON-DISCRIMINATION:

Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT:

Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF BIDS:

Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY:

Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the submitter's ability.

SUBMITTER DEFAULT:

Hidalgo County reserves the right, in case of submitter default, to procure the articles or services from other sources and hold the defaulting submitter responsible for any excess cost occasioned thereby.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:

It is the responsibility of the submitter to review the Request for Qualifications (RFQ) packet and to notify the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict the submitter's ability to comply with. Any such protest or question regarding the requirements or bidding procedures must be received in the Purchasing Department not less than seventy-two hours prior to the time set for the opening. These criteria also apply to requirements that are ambiguous.

RFQ DELIVERY:

Hidalgo County requires submitters, when hand delivering statements of qualifications, to have a Purchasing Department representative time/date stamp and initial the envelope.

SIGNING OF QUALIFICATIONS:

In order to be considered all submittals **must** be signed. **Please sign the original in [blue](#) ink.**

WAIVING OF INFORMALITIES:

Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

SUBCONTRACTING- ASSIGNMENTS:

The successful submitter may not subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

TERM OF CONTRACT:

The term of the agreement will be for an initial period of two (2) years with the Hidalgo County Community Supervision and Corrections Department's option to renew for an additional one (1) year term under the same rates, terms and conditions.

All costs and expenses associated with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the bidder and no reimbursement for such charges or expenses shall be passed onto Hidalgo County/Hidalgo County Community Supervision and Corrections Department.

DAVIS BACON ACT:

All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing specifications.

SECTION II - RFQ REQUIREMENTS

REQUEST FOR QUALIFICATIONS:

The required contents and limitations for the preparation of the RFQ are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFQ. A total of **one (1) original and seven (7) copies** of the RFQ shall be submitted to the address on the cover letter.

CONTENTS:

The required contents for the RFQ are presented below in the order they should be incorporated into the submitted document.

UNDERSTANDING OF THE PROJECT:

This section should demonstrate the submitter understands the project needs, the work required, and any local issues or concerns. This description should be concise, candid, and limited to 3 pages in length.

PROJECT OVERVIEW:

Hidalgo County Community Supervision and Corrections Department overview is to seek a Texas Licensed Physician to provide adequate professional medical services which meet the needs of the client(s) and the Restitution Center and thereby reducing the probability of an outbreak of contagious diseases at the Center.

PHYSICIAN QUALIFICATIONS-REQUIREMENTS: Hidalgo County Community Supervision and Corrections Department is seeking to contract with a competent qualified and licensed physician to provide medical services for the Restitution Center. This section contains the minimum requirements to qualify as a competent physician to serve as the "Physician Services Provider" for Hidalgo County Community Supervision and Corrections Department including, but not limited to those listed below;

- Must be certified (or eligible for certification) by the Board Of Certification of Medicine;
- Registered and licensed to practice medicine by the Texas Board of Medical Examiners. Copy of current/valid license must be included in this response;
- Certification form is included in this packet and must be completed and submitted as part of the response to the RFQ;
- The qualified physician(s) should provide a copy of his/her Professional Liability Insurance (malpractice insurance) as well as all other applicable insurances as required by Hidalgo County and as detailed in Exhibit "C" contained herein;
- The qualified physician(s) should provide copies of their permit(s), license(s), certificate(s) in their response;

PERSONNEL AND STAFFING:

The Physician should provide an organizational chart for the provision of services and a summary paragraph of the work to be performed by each proposed staff member. Biographic summaries for all proposed personnel shall be provided that highlight the experience relevant to the specific responsibilities. There is a one (1) page limitation for each biographic summary provided.

REQUIRED CERTIFICATION AND SUBMITTAL:

This section will contain any licenses, registrations, certifications as required by Hidalgo County/Hidalgo County Community Supervision and Corrections Department, the Texas State Board of Medical Examiners.

SCOPE OF SERVICES:

The Physician Services contract will encompass all project-related medical services to which meet the needs of the client(s) and thereby reducing the probability of an outbreak of contagious diseases at the Center for The Hidalgo County Community Supervision and Corrections Department including, but not limited to, the following:

- The Medical Doctor shall conduct physical examinations of the clients as requested by the Restitution Center;
- Said examinations shall consist of a physical examination of the client's body for any physical problems and a tuberculosis tine test;
- All tests and examinations will be conducted and/or interpreted by the Medical Doctor and a written report containing all findings will be submitted to the Restitution Center Director within five (5) working days at no additional cost;
- All the medical services shall be performed and provided on-site;
- Physician shall maintain a malpractice insurance policy in the minimum amount required by the County Of Hidalgo;
- Physician shall provide the Services in compliance with applicable federal and state law, including all constitutional, legal and court ordered requirements, whether now in effect or hereafter effected or implemented;
- No subcontractor may be utilized by Physician unless Hidalgo County Community Supervision and Corrections Department has furnished prior written approval;
- When applicable, records, of identity, diagnosis, prognosis, or treatment of a client(s) shall be confidential and may be disclosed only in accordance with applicable laws. No information may be released without the Defendant's written consent as documented by a signed information release form. Physician shall notify Hidalgo County Community Supervision and Corrections Department in writing if any legal process required disclosure of a defendant's record and shall obtain written acknowledgment of same from Hidalgo County Community Supervision's director-Mr. Joe Lopez;
- All qualified physician(s) are required to furnish a certification or acknowledgment stating that the physician(s) is free from suspension or debarment pursuant to federal regulation 45 CFR 76, Note that revocation or suspension of the physician's medical license will be cause for immediate termination of the contract.

HIV Issues:

- The Physician agrees that he/she shall adopt and implement workplace guidelines concerning persons with AIDS and HIV infection and shall also develop and implement guidelines regarding confidentiality of AIDS and HIV related medical information for employees of the Service Provider and for clients, inmates, patients and residents served by the Service Provider in accordance with the provisions found in Acts 1989, 71st Leg., Ch. 1195, Section 5.03 and Section 5.04;

PHYSICIAN IS NOT TO PROVIDE A FEE SCHEDULE WITH THIS SUBMITTAL:

The fee will be negotiated in accordance with the Professional Services Procurement Act, Tex. Govt. Code Ann. 2254.001), et seq. Once selected, participant is to provide a fee proposal based on the scope of services.

NUMBER OF COPIES TO BE SUBMITTED:

Hidalgo County requires **one (1) original submittal and seven (7) copies.**

SECTION III - SELECTION AND SCHEDULES

SELECTION PROCEDURES/EVALUATION CRITERIA

The evaluation consists of a 100-point scoring system based on the Evaluation Criteria - Exhibit B.

However, after the 100-point evaluation, The Hidalgo County Community Supervision and Corrections Department and/or Purchasing Department will review, score and evaluate the RFQs received in response to this Hidalgo County request for qualifications.

After the RFQs have been reviewed, scored and evaluated, CSCD Director will be presented to the Hidalgo County Board of Judge's for the purposes of ranking.

Negotiation Process:

The number one ranked participant will be contacted to submit a letter of engagement/contract for negotiation. If negotiations prove unsuccessful, the next highest ranked participant will be contacted. The County of Hidalgo reserves the right to reject any and all RFQs.

Termination of Services:

Any contract awarded to a qualified physician will be in effect until (a) the contract expires or (b) performance of all services are completed, or (c) terminated by County with or without cause, with ninety (90) days written notice prior to cancellation, or (d) until County has engaged the services of a new Physician for Hidalgo County Community Supervision and Corrections Department.

Statements Of Qualifications Submitted To: An original and seven (7) copies of RFQs should be submitted to:

Martha L. Salazar, Purchasing Agent
Hidalgo County Purchasing Department
2802 South Closner Blvd
Edinburg, Texas 78539

RFQs must be submitted by **no later than 9:30 a.m. on Friday, August 28, 2009 .**

EXHIBIT B
SELECTION CRITERIA

REQUEST FOR QUALIFICATIONS

**“Physician Services for Residents at the Restitution Center for
Hidalgo County Community Supervision and Corrections Department”**

RFQ NO: 2009-356-08-28-CGV

EVALUATION CRITERIA

“Physician Services for Residents at the Restitution Center for Hidalgo County Community Supervision and Corrections Department”

RFQ 2009-356-08-28CGV

The submitter's RFQ will be evaluated based on the criteria presented below. These criteria will be scored on the scales shown on the enclosed "RFQ Evaluation Form."

1. Physician(s) Qualifications/Certifications/and other Credentials (30)

The physician should provide information related to his qualifications. The physician(s) must be registered and licensed to practice in the State of Texas. Physician(s) must provide a copy of certificate by the Board of Certification of Family Practitioners, and any other credentials/registrations or other pertinent information that demonstrates qualifications to perform the services required. A list of, and scope of, similar projects for comparative purposes shall be included in an appendix.

2. Understanding the Services/Methodology (20)

The physician must state the approach and/or (methodology) in achieving and rendering all services detailed and required as the Physician Hidalgo County Community Supervision And Corrections Department. If the Physician currently has an active family practice, the Physician must state in detail how he can comply and render all the services, and requirements detailed for the contract. Physician should include any local issues or concerns that directly affect the physician's understanding of the project.

3. Experience (20)

The physician must have experience in the specialty field of medicine and in good standing with the Texas Board of Medical Examiners.

4. Ability to Commit to all Services Required (30)

The physician should provide as much background information as to its experience in providing similar services to City, County or any other governmental agencies. Reference information should be as current as possible, especially contact persons and telephone numbers.

EVALUATION FORM

**“PHYSICIAN SERVICES FOR
HIDALGO COUNTY COMMUNITY SUPERVISION
AND CORRECTIONS DEPARTMENT”
RFP NO: 2009-356-08-28CGV**

<u>Selection Criteria</u>	<u>Points</u>	<u>Score</u>
1. Physician(s) Qualifications/Certifications/and other Credentials The physician should provide information related to his qualifications. The physician(s) must be registered and licensed to practice in the State of Texas. Physician(s) must provide a copy of certificate by the Board of Certification of Medical Examiners, and any other credentials/registrations or other pertinent information that demonstrates qualifications to perform the services required. A list of, and scope of, similar projects for comparative purposes shall be included in an appendix. Comments/Rationale: _____	0-30	_____
2. Understanding the Services/Methodology The physician must state the approach and/or (methodology) in achieving and rendering all services detailed and required as the Physician Hidalgo County Community Supervision And Corrections Department. If the Physician currently has an active family practice, the Physician must state in detail how he can comply and render all the services, and requirements detailed for the contract. Physician should include any local issues or concerns that directly affect the physician's understanding of the project. Comments/Rationale: _____	0-20	_____
3. Experience: The physician must have experience in the specialty field of medicine and in good standing with the Texas Board of Medical Examiners. Comments/Rationale: _____	0-20	_____
4. Ability to commit all services required. The physician should provide as much background information as to It's experience in providing similar services to city, county or any other governmental agencies. Reference information should be as current as possible, especially contact persons and telephone numbers. Comments/Rationale: _____	0-30	_____
TOTAL SCORE:		_____
Provider: _____		
Evaluator: _____ Date: _____		

SECTION IX

GROUP 4 SERVICES

**(OTHER “NON-TREATMENT”
SERVICES)**

**OPERATIONS AGREEMENT
FOR
COMMUNITY SUPERVISION AND
CORRECTIONS DEPARTMENTS**

INSTRUCTIONS FOR OFFENDER “NON-TREATMENT” SERVICE CONTRACTS (OTHER THAN SUBSTANCE ABUSE)

The clauses in this section of the manual are required for “non-treatment” service contracts over \$25,000 between the CSCD and service providers. These clauses may also be used for non-substance abuse “treatment” services under \$25,000.

Performance measures must be included for all contracts **over \$25,000**, and a vendor operational plan (response to the ITB or RFP) must be included for all contracts **over \$100,000**.

Group 4 Services (“Non-Treatment” Services-Non-Substance Abuse). The following services are identified as “non-treatment” services:

- Blood Specimen Testing
- Education Classes
- GED Classes
- GED Testing
- Literacy Classes
- Employment Preparedness Classes
- Pre-Vocational Classes
- Money Management Classes
- Life Skills
- Electronic Monitoring
- Interpreting Services for the Deaf Offender
- Language Interpreters for Offenders
- Urinalysis Testing
- Psychological Examinations
- Polygraphs
- Psychosexual Assessments
- Psychosexual Evaluations
- Plethysmography
- Psychiatric Assessments
- Neuropsychological Tests
- Personality Tests
- Medical Exams
- Medical Treatment

For questions relating to services not listed, contact the TDCJ-CJAD budget director.

**SERVICES
OPERATIONS AGREEMENT
FOR
COMMUNITY SUPERVISION AND
CORRECTIONS DEPARTMENT**

This Operations Agreement (the "AGREEMENT") is made and entered into by and between
Community Supervision and Corrections Department ("DEPARTMENT"), a political entity of the
Judicial District and

_____("VENDOR")

Address

City, State, Zip

as of the _____ day of _____, 199__.

WITNESSETH:

NOW, THEREFORE, for and in consideration of the foregoing, the mutual benefits contemplated hereby and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

APPOINTMENT OF VENDOR; TERM

Appointment of VENDOR. In accordance with the terms and conditions set forth herein, and in consideration of the Payments hereinafter provided, VENDOR is hereby appointed to provide to DEPARTMENT, and VENDOR hereby agrees to furnish to DEPARTMENT, the Services provided for herein.

Term. This AGREEMENT is effective on the date set forth in the initial paragraph hereof and shall continue until August 31, _____, unless it is terminated earlier pursuant to the provisions hereof, provided, however, that DEPARTMENT shall have the option to renew and extend this AGREEMENT for a period of one year (with such changes as to which VENDOR shall agree), upon the giving to VENDOR a written notice of such intention no later than thirty (30) days prior to the expiration of the initial term.

**ARTICLE I
RATES, MINIMUM REQUIREMENTS, AND STATEMENT OF SERVICES**

1.1 Vendor Rates. DEPARTMENT agrees to make Payments to VENDOR for the delivery of Services, not to exceed _____ for September 1, _____, through August 31, _____. VENDOR acknowledges that the total dollar amount of the AGREEMENT is subject to change, at department's discretion, based on needs and circumstances that arise within the overall DEPARTMENT program. VENDOR agrees to the following rates for services:

(TO BE FILLED IN BY CSCD)

1.2 Sole Source Provider. This VENDOR has been duly certified in an open meeting and reflected in the meeting minutes as a sole source provider. **(THIS CLAUSE IS REQUIRED ONLY FOR SOLE SOURCE PROVIDERS.)**

1.3 Services. The VENDOR shall, in accordance with the terms of this AGREEMENT, provide all necessary personnel, equipment, materials, supplies, facilities, and services (except as may be furnished by the DEPARTMENT as specified in writing as part of this AGREEMENT) and do all things necessary for, or incidental to, the provision of the services listed as follows:

(TO BE FILLED IN BY CSCD)

1.4 Operational Plan. The proposal submitted in response to the ITB or RFP (if applicable) as finally negotiated and attached as Exhibit A of this AGREEMENT becomes the Operational Plan by which the VENDOR will be audited. **(THIS CLAUSE REQUIRED FOR ALL CONTRACTS OVER \$100,000 UNLESS VENDOR HAS BEEN CERTIFIED AS A SOLE SOURCE PROVIDER.)**

1.5 Performance Measures. The VENDOR shall comply with the Performance Measures included in this AGREEMENT to assist Defendants to change their behavior and become productive, contributing members of society by leading a life free of crime. Performance Measures, along with applicable adjustments, are as follows:

(TO BE DEVELOPED AND FILLED IN BY CSCD – MUST BE IN EVERY CONTRACT OVER \$25,000 PER VENDOR)

1.6 Negotiation. The VENDOR will document performance measures and evaluation criteria submitted as the **Operational Plan** (if applicable). DEPARTMENT can negotiate with the VENDOR during the term of the AGREEMENT to establish new performance measures or evaluation criteria that both parties agree reflect quantity or quality of service.

1.7 Referrals. The DEPARTMENT retains control over the Defendants referred to VENDOR for the provision of services. If the Defendant is determined to be in need of additional or different services, the Defendant is to be referred back to the DEPARTMENT for further action. The process by which this action will occur will be addressed in the Operations Plan, if applicable.

1.8 Court Testimony. VENDOR agrees to provide testimony in court, if required, at no additional cost to the DEPARTMENT.

1.9 No-Shows. DEPARTMENT will not pay the full rate to VENDOR for Defendants who fail to attend sessions or meetings. **(THE CSCD SHOULD SPECIFY THE AMOUNT AND NUMBER OF "NO-SHOWS" FOR WHICH THEY ARE WILLING TO PAY AND INCLUDE HERE.)**

1.10 Orientation and HIV Counseling. VENDOR shall provide orientation to Defendants regarding support resources and shall provide HIV counseling in accordance with the provisions of Exhibit D hereto.

1.11 Definitions. The following terms used in this AGREEMENT shall, unless the context indicates otherwise, have the meanings set forth below:

AGREEMENT - means this Operations AGREEMENT with all exhibits hereto.

Contract Monitor - means the Person(s) designated by DEPARTMENT as such to ensure that VENDOR complies with the terms hereof, by conducting performance audits of the Operational Plan and financial audits of the Program Budget, if applicable.

Counselor - means a Person with appropriate licensure who renders counseling or counseling-related services to an individual, group, organization, corporation, institution, or the general public for compensation.

Defendant - means each individual who receives Services from VENDOR hereunder who qualifies for Services and who has been ordered by a court of legal jurisdiction to participate in receiving Services.

DEPARTMENT Policies - means all written policies, procedures, standards, guidelines, directives, and manuals of DEPARTMENT, as same may be amended from time to time, which DEPARTMENT has made available to VENDOR and with which VENDOR has an affirmative obligation to be and remain familiar.

Facility - means the licensed treatment facility where VENDOR will provide Services pursuant to the terms hereof or a Community Corrections Facility as operated by the DEPARTMENT.

Licensure Rules - means the terms and provisions contained in applicable regulatory guidelines.

Midnight Strength Report - means the official numerical count of the number of Defendants who are Residents present at the Facility at the end of each day calculated at 12:00 midnight, which number shall not include any Defendants who were previously removed on that day. Defendants on a temporary leave for less than forty-eight (48) hours shall be included in the count.

Monthly Invoice - means that certain form or electronic reporting mechanism that VENDOR shall prepare and submit to DEPARTMENT no later than the seventh (7th) day after the end of the preceding month, based on the VENDOR Rate and yielding the Monthly VENDOR Payment to be made by DEPARTMENT, a copy of which form is attached hereto as Exhibit B.

Operational Plan - means the written operating and audit system devised jointly by DEPARTMENT and VENDOR prior to and during the term hereof pursuant to VENDOR'S

policies and procedures submitted in response to the RFP or ITB (if applicable) whereby the delivery of Services shall be evaluated and monitored, including the Performance Measures to track and evaluate achievement results of Defendants, which plan shall contain a mechanism for monthly self-monitoring reports by VENDOR.

Outpatient - means any Defendant who receives Services on an hourly basis pursuant to the terms hereof and who is not a resident in the facility providing treatment.

Payment or Payments - means amount(s) agreed to be paid by DEPARTMENT to VENDOR.

Payment to VENDOR - means the mathematical product of the following: (a) Resident Defendants at non-CCFs: the VENDOR Rate calculated by the number of verified Defendants according to the Midnight Strength Report for each day of the billing month; (b) Outpatient Defendants: the VENDOR Rate calculated by the number of verified Defendants for each hour and billing day for which Outpatient Services were rendered in the billing month.

Performance Measures - means the standards whereby VENDOR and DEPARTMENT will determine the effectiveness of the Services, as set forth in Article I hereto.

Person - means any individual, corporation, partnership, joint venture, association, joint-stock company, trust, unincorporated organization, court or other tribunal, or government or any agency or political subdivision thereof.

Program Budget - means the financial management system of proposed revenue and expenditures that VENDOR submitted in response to the ITB or RFP, if applicable (as same may have been amended prior to the execution hereof), whereby VENDOR implements and maintains its books regarding income and expenditures in the provision of Services at the Facility in accordance with the approved Program Budget (i.e., a program-specific accounting or bookkeeping system).

Resident - means any Defendant who resides at the Facility and receives Services pursuant to the terms hereof.

RFP - means that certain Request for Proposal issued by DEPARTMENT for the purpose of soliciting proposals to render Services and with respect to which VENDOR responded and was awarded this AGREEMENT, if applicable.

Services - means the delivery by VENDOR of the chemical dependency program as set forth in this AGREEMENT and exhibits and as outlined in VENDOR'S response to the ITB or RFP, if applicable.

Term - means the duration of this AGREEMENT as specified in Article I.

VENDOR – means “Name of provider.”

Vendor Rate - means the amount paid by Department to VENDOR per day or per hour during the term hereof, determined in accordance with the rates set forth in Article I.

1.12 AND 1.13 ARE OPTIONAL CLAUSES:

1.12 Insurance. VENDOR shall provide an adequate plan of insurance that provides: (1) coverage to protect DEPARTMENT and the State against all claims, including claims based on violations of civil rights arising from the Services performed by VENDOR; (2) coverage to protect the State from actions by a third party against VENDOR or any subcontractor of VENDOR; and (3) coverage to protect the State from actions by officers, employees, or agents of VENDOR or any subcontractor(s). VENDOR shall maintain the following insurance coverage in full force and effect for the mutual protection and benefit of DEPARTMENT, the State and VENDOR with the amounts and coverages as required by law, in accordance with the following:

- A. Claims that may arise out of or result from VENDOR'S actions/operations hereunder, whether such actions/operations are by VENDOR or by a subcontractor of VENDOR, or by anyone directly or indirectly employed by or acting on behalf of VENDOR or a subcontractor where liability may arise for:
 - 1. Claims under workers compensation disability benefits, and other similar employee benefit actions;
 - 2. Claims for damages because of bodily injury, occupational sickness or disease, or death of any VENDOR employees;
 - 3. Claims for damages because of bodily injury, sickness or disease or death of any Person other than VENDOR'S employees;
 - 4. Claims for damages insured by usual personal liability coverage that are sustained by (a) any Person as a result of an act directly or indirectly related to the employment of such Person by VENDOR, or by (b) any other Person;
 - 5. Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom;
 - 6. Claims for damages based on violations of civil rights;
 - 7. Claims for damages arising from fire and lightning and other casualties.
- B. VENDOR shall obtain and maintain in force insurance coverage in accordance with all applicable law and accepted industry standards during the term they are engaged hereunder. In addition, VENDOR shall maintain a liability insurance policy in an amount not less than \$100,000 for each person and \$300,000 for each single occurrence for bodily injury or death and \$100,000 for each single occurrence for injury to or destruction of property.
- C. Certifications/policies of insurance shall be filed with DEPARTMENT prior to execution of this AGREEMENT. VENDOR shall notify DEPARTMENT within fifteen (15) days of cancellation of any policy required herein.

D. Compliance with the foregoing insurance requirements shall not relieve VENDOR from any liability under the indemnity provisions.

1.13 Indemnification. VENDOR shall indemnify and save the DEPARTMENT, the Texas Board of Criminal Justice, the Texas Department of Criminal Justice, the State of Texas, and its officers, agents and employees (hereinafter, collectively referred to as the "State") harmless from and against any and all claims arising from the conduct, management or performance hereof, including, without limitation, any and all claims arising from any condition herein or arising from any breach or default on the part of VENDOR in the performance of any covenant or agreement on its part to be performed, or arising from any act of negligence of VENDOR, or licensees or arising from any accident, injury or damage whatsoever caused to any person, firm or corporation and from and against all costs, reasonable attorney's fees, expenses and liabilities incurred in or about any such claim, action or proceeding brought against the State by reason of any such claim. In any such action brought against the State, VENDOR, upon notice from the State, shall defend against such action or proceeding by counsel satisfactory to the State, unless such action or proceeding is defended against by counsel for any carrier of liability insurance provided for herein. The aforementioned indemnification shall not be affected by a claim that negligence of DEPARTMENT, the State, or their respective agents, contractors, employees or licensees contributed in part to the loss or damage indemnified against.

1.14 Other: (Specific Department/Program Requirements)

ALL OF THE FOLLOWING CLAUSES ARE REQUIRED:

ARTICLE II REPRESENTATIONS AND WARRANTIES

VENDOR represents and warrants to and for the benefit of DEPARTMENT with the intent that DEPARTMENT rely thereon for the purposes hereof, the following:

2.1 Legal Status. VENDOR (1) is a validly organized and constituted sole proprietorship or partnership in the jurisdiction in which it is formed and in good standing therein; or, is a corporation duly incorporated and validly existing under the laws of the jurisdiction in which it is incorporated and in good standing therein; (2) is duly qualified to conduct business in the State of Texas; and (3) has legal power and authority to own or lease its properties and conduct its business as presently conducted.

2.2 Authorization. The making and performance of this AGREEMENT have been duly authorized by all necessary action and will not violate any provision of current law or VENDOR'S charter or by-laws. The AGREEMENT has been duly executed and delivered by VENDOR and, assuming due execution and delivery by DEPARTMENT, constitutes a legal, valid, and binding AGREEMENT enforceable against VENDOR in accordance with its terms.

2.3 Taxes. VENDOR has filed all necessary federal, state, and foreign income and franchise tax returns and has paid all taxes as shown to be due thereon, including penalties and interest, or provided adequate reserves for payment thereof, except to the extent that same have become due and payable but are not yet delinquent, and except for any taxes and assessments of which the amount applicability or validity is currently being contested in good faith by appropriate proceedings.

2.4 No Child Support Owing. In accordance with 231.006 of the Texas Family Code, no person who is the sole proprietor, a partner, a shareholder, or an owner of twenty-five percent (25%) or more of VENDOR and who is now more than thirty (30) days delinquent in paying court ordered approved child support may receive payment from state funds under a contract. Under Section 231.006, Family

Code, VENDOR certifies that it is not ineligible to receive the Payments and acknowledges that this AGREEMENT may be terminated and Payments may be withheld if this certification is inaccurate.

2.5 Use of Payments. No part of the Payments made to VENDOR will be expended for any consultant fees, honorariums, or any other compensation to any employee of DEPARTMENT or for unallowable costs set forth on Exhibit C. VENDOR shall expend Payments made hereunder solely for providing direct services and for reasonable and allowable expenses directly related to the provision of Services.

2.6 Non-Discrimination. In the performance hereof, VENDOR warrants that it shall not discriminate against any employee, subcontractor, or Defendant on account of race, color, handicap, religion, sex, national origin, age, or those who have or are perceived to have a handicap because of AIDS or HIV infection, antibodies to HIV, or infection with any other probable causative agent of AIDS. VENDOR shall include the provisions of this paragraph regarding non-discrimination in each of its contracts with subcontractors so that such provisions will be binding upon each subcontractor.

2.7 Non-Collusion. VENDOR warrants that no Person, other than a bona fide employee, has been employed to solicit or secure this AGREEMENT with DEPARTMENT, and VENDOR has not paid or agreed to pay any Person, other than a bona fide employee, any fee, commission, percentage, or brokerage fee, gift, or any other consideration, contingent upon or resulting from the execution hereof. For breach or violation of this provision, DEPARTMENT shall have the right to terminate this AGREEMENT without liability, or at its discretion to deduct from Payments, or otherwise recover, the full amount of such fee, commission, brokerage fee, gift, or contingency fee.

ARTICLE III GENERAL CONDITIONS

3.1 Duties and Obligations. VENDOR shall provide the Services in compliance with applicable federal and state law, including all constitutional, legal and court ordered requirements, whether now in effect or hereafter effected or implemented.

3.2 Visitation by State Employees. VENDOR shall at all times allow employees/agents of the Governor, members of the Legislature and all other members of the Executive and Judicial branches of the State of Texas, the Contract Monitor, and any other persons designated by the DEPARTMENT and/or the Texas Board of Criminal Justice to monitor the delivery of Services and contract compliance of the VENDOR.

3.3 No Subcontractors. No subcontractor may be utilized by VENDOR unless DEPARTMENT has furnished prior written approval.

3.4 Confidentiality. When applicable, records of identity, diagnosis, prognosis, or treatment of any Defendant through this AGREEMENT shall be confidential and may be disclosed only in accordance with applicable laws. No information may be released without the Defendant's written consent as documented by a signed information release form. VENDOR shall notify department in writing if any legal process requires disclosure of a Defendant's record and shall obtain written acknowledgment of same from DEPARTMENT'S Authorized Representative.

3.5 Termination at Will. Either party may terminate this AGREEMENT for any reason whatsoever, without cause and at any time, by furnishing to the other party thirty (30) days prior

written notice. DEPARTMENT'S only obligation for terminating this AGREEMENT pursuant to this section shall be the payment to VENDOR of Payments earned hereunder up to the date of termination. VENDOR's only obligation for terminating this AGREEMENT pursuant to this section shall be to provide Services until the date of termination. Neither VENDOR nor DEPARTMENT shall thereafter be entitled to any other compensation.

3.6 Record Retention. All records shall be the property of DEPARTMENT. All records (electronic or paper) pertinent to the provisions of Services hereunder shall be retained by the VENDOR for a period of five years with the following qualification: If any audit, litigation or claim is started before the expiration of the five-year period, the records shall be retained until all audits, litigation, claims, or other findings involving the records have been resolved. The retention period for all records begins after DEPARTMENT has made the final Payment in accordance with this AGREEMENT. At the end of the five-year period, VENDOR will request disposition instructions from DEPARTMENT.

ARTICLE IV ADMINISTRATION AND FISCAL SYSTEM

4.1 Administrative Controls. VENDOR shall establish, document and maintain adequate administrative, financial, and internal controls to ensure that only allowable and reasonable costs are expended under this AGREEMENT.

4.2 Governing Board Responsibility. The appropriate governing board or entity of VENDOR shall bear full responsibility for the integrity of the services provided, including compliance with applicable federal and state laws and regulations. Ignorance of any AGREEMENT provisions or other requirements contained herein shall not constitute a defense or basis for waiving or appealing such provisions or requirements.

4.3 Conflict of Interest. VENDOR shall not refer defendants for additional services without prior written approval of the DEPARTMENT. VENDOR shall develop and implement written internal policies that may be reviewed by the DEPARTMENT to ensure that members of the governing board, contractual personnel, consultants, volunteers, and employees do not use their positions with the VENDOR for a purpose that is, or gives the appearance of being, motivated by a desire for personal gain or gain by a family member.

4.4 Remuneration. Staff of VENDOR shall not pay or receive any commission, consideration, or benefit or any kind related to the referral of a Defendant for treatment or engage in fee-splitting with other professionals.

4.5 Audits. VENDOR agrees to furnish DEPARTMENT and/or TDCJ with such information as may be required relating to the Services rendered hereunder. VENDOR shall permit DEPARTMENT to audit and inspect records and reports and to evaluate the performance of Services at any time. VENDOR shall provide reasonable access to all the records, books, reports, and other necessary data and information needed to accomplish review of program activities, services, and expenditures, including cooperation with DEPARTMENT in its performance of random or routine audits to determine the accuracy of VENDOR reports.

4.6 Independent Audit. VENDORS whose total funding from DEPARTMENTS (CSCDs) statewide exceeds \$100,000 must provide an independent audit on the funds received for each fiscal year (September 1 – August 31). These audits must be submitted to TDCJ-CJAD by December 31 following the end of the fiscal year.

4.7 Disclosure. VENDOR is required to immediately or timely, as the case may be, disclose to DEPARTMENT and TDCJ-CJAD the following:

- (a) If any Person who is an employee or director of VENDOR is required to register as a lobbyist under Texas Government Code Chapter 305, at any time during the term hereof, VENDOR shall provide to DEPARTMENT and TDCJ-CJAD timely copies of all reports filed with the Texas Ethics Commission as required by Chapter 305;
- (b) If any Person who is an employee, subcontractor, or director of VENDOR is or becomes an elected official (i.e., an elected or appointed state official or member of the judiciary, or a United States congressman or senator), during the term hereof;
- (c) Report any actions or citations by federal, state, or local governmental agencies that may affect VENDOR'S licensure status or its ability to provide Services hereunder.

4.8 Withhold Payments. The DEPARTMENT may withhold Payments for any ineligible claims including inadequate or untimely monthly invoices until such time as the ineligible, inadequate or untimely claim is resubmitted and/or corrected by VENDOR. VENDOR agrees to return any unearned amounts paid by the DEPARTMENT within thirty (30) days following the final date of the contact period, or at the DEPARTMENT'S option, within thirty (30) days following the DEPARTMENT'S delivery to VENDOR a notice that amounts paid are to be returned to DEPARTMENT.

4.9 Payments to VENDOR. VENDOR shall submit Monthly Invoices (in writing or electronically) as required herein and shall receive Payments from DEPARTMENT based thereon, subject to the provisions in this AGREEMENT. VENDOR will provide an itemized list of Services performed during the invoice period, including the names of all Defendants served, the service provided, and the amount of time rendered with each. DEPARTMENT agrees to pay VENDOR within thirty (30) days after receipt of the Monthly Invoice (Exhibit B).

4.10 Specific Measures. All terms of this AGREEMENT are subject to monitoring and verification; however, the VENDOR must have available for the DEPARTMENT'S inspection records to support performance of those measures outlined in Article I herein.

4.11 Misspent Funds. The VENDOR will refund expenditures of the VENDOR that are contrary to this AGREEMENT and deemed inappropriate by the DEPARTMENT or designee.

ARTICLE V DEFAULT AND TERMINATION

5.1 Default by VENDOR. Each of the following shall constitute an Event of Default on the part of VENDOR:

- a. A material failure to keep, observe, perform, meet, or comply with any covenant, term, or provision hereof, which failure continues for a period of twenty (20) days after receipt of VENDOR of written notification thereof;
- b. (1) Admit in writing its inability to pay its debts; (2) make a general assignment for the benefit of creditors; (3) suffer a decree or order appointing a receiver or trustee for it or substantially all of its property, and, if entered without its consent, same is not stayed or discharged within sixty (60) days of such decree or order, (4) suffer filing under any law relating to bankruptcy, insolvency, or the reorganization for relief of debtors by or against it and, if contested by it, not to be dismissed or stayed within sixty (60) days of such filing; or (5) suffer any judgment, writ of attachment or execution, or any similar process issued or levied against a substantial part of its property that is not released, stayed, bonded, or vacated within sixty (60) days after such issuance or levy; and
- c. The discovery by DEPARTMENT that any statement, representation of warranty in this AGREEMENT is false, misleading, or erroneous in any material respect.

5.2 Remedy of DEPARTMENT. Upon the occurrence of an Event of Default by VENDOR, DEPARTMENT shall notify VENDOR of such Event of Default, and subject to the time provisions of Section 5.1 hereof, DEPARTMENT shall have the right to pursue any remedy it may have at law or in equity, including, but not limited to, (a) suspend referral of Defendants; (b) suspend payment; (c) taking action to cure the Event of Default, in which case DEPARTMENT may offset against any Payments owed to VENDOR all reasonable costs incurred by DEPARTMENT in connection with its efforts to cure such Event of Default; and (d) termination and removal of VENDOR as provider of Services. In the event of VENDOR'S removal due to an Event of Default, DEPARTMENT shall have no further obligations to VENDOR after such removal and in such event, VENDOR agrees to cooperate with DEPARTMENT regarding a transition to new provider of Services.

5.3 Default by DEPARTMENT. The following shall constitute an Event of Default on the part of DEPARTMENT: failure by DEPARTMENT to pay within thirty (30) days after Payment is due any Payment required to be paid pursuant to the terms hereof, provided such failure to pay shall not constitute an Event of Default if the Comptroller of the State of Texas has withheld any payments pursuant to statutory authority.

5.4 Remedy of VENDOR. Upon an Event of Default by DEPARTMENT, VENDOR'S sole remedy shall be to terminate this AGREEMENT. Upon such termination, VENDOR shall be entitled to receive Payment from DEPARTMENT for all Services satisfactorily furnished hereunder up to and including the date of termination.

5.5 AGREEMENT Subject to Availability of Funds. This AGREEMENT will be subject to the availability of funds as appropriated by the State Legislature and as made available by the Community Justice Assistance Division of the Texas Department of Criminal Justice. If such funds become reduced or unavailable, this AGREEMENT shall be subject to immediate modification, reduction or termination.

ARTICLE VI

INDEPENDENT CONTRACTOR

VENDOR is associated with DEPARTMENT only for the purposes and to the extent set forth herein, and with respect to the performance of Services hereunder, VENDOR is and shall be an independent contractor and shall have the sole right to supervise, manage, operate, control, and direct the performance of the details incident to its duties hereunder. Nothing contained herein shall be deemed or construed to create a partnership or joint venture, to create the relationships of an employer-employee or principal-agent, or to otherwise create any liability for DEPARTMENT whatsoever with respect to the indebtedness, liabilities, and obligations of VENDOR or any other party. VENDOR shall be solely responsible for (and DEPARTMENT shall have no obligation with respect to) payment of all Federal Income, F.I.C.A., and other taxes owed or claimed to be owed by VENDOR, arising out of VENDOR's association with DEPARTMENT pursuant hereto, and VENDOR shall indemnify and hold DEPARTMENT harmless from and against any and all liability from all losses, damages, claims, costs, penalties, liabilities, and expenses howsoever arising or incurred because of, incident to, or otherwise with respect to any such taxes.

ARTICLE VII MISCELLANEOUS PROVISIONS

7.1 Inconsistencies. Where there exists any inconsistency between this AGREEMENT and other provisions of collateral contractual Agreements that are made a part hereof by reference or otherwise, the provisions of this Agreement shall control.

7.2 Severability. Each paragraph and provision hereof is severable from the entire AGREEMENT and if any provision is declared invalid, the remaining provisions shall nevertheless remain in effect.

7.3 Prohibition Against Assignment. There shall be no assignment or transfer of this AGREEMENT without the prior written consent of both parties.

7.4 Law of Texas. This AGREEMENT shall be governed by and construed in accordance with the laws of the State of Texas and shall be enforced in the county of the applicable judicial district in which this agreement was entered.

7.5 Notices. All notices called for or contemplated hereunder shall be in writing and shall be deemed to have been duly given when personally delivered or forty-eight (48) hours after mailed to each party by certified mail, return receipt requested, postage prepaid.

7.6 Entire. This AGREEMENT incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements, and understandings have been merged into this written AGREEMENT. No other prior agreement or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless attached hereto and/or embodied herein.

7.7 Amendment. No changes to this AGREEMENT shall be made except upon written agreement of both parties.

7.8 Headings. The headings used herein are for convenience of reference only and shall not constitute a part hereof or affect the construction or interpretation hereof.

7.9 Counterparts. This AGREEMENT may be executed in any number of and by the different parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument.

7.10 Terminology and Definitions. All personal pronouns used herein, whether used in the masculine, feminine, or neutral, shall include all other genders; the singular shall include the plural and the plural shall include the singular.

DRAFT

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT including the Exhibits attached hereto and incorporated herein by reference to be executed as of the date first above written.

Executed in _____ County, Texas by

DEPARTMENT: _____
COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT

BY: _____

TITLE: _____

DATE: _____

OPTIONAL:
ADMINISTRATIVE DISTRICT JUDGE: _____

JUDICIAL DISTRICT: _____

DATE: _____

VENDOR: _____

BY: _____

TITLE: _____

DATE: _____

EXHIBIT A
Vendor Operational Plan
(Required for Contracts with Each Vendor over \$100,000)

DRAFT

EXHIBIT B
Monthly Invoice Form

DRAFT

EXHIBIT C

Unallowable Costs

Any item unallowable by State or any authorized agency, statute, policy, or procedure including, but not limited to, federal guidelines for operation of for-profit and not-for-profit entities;

Alcoholic beverages;

Bad debts;

Building and Land purchase, rental purchase, lease purchase, renovation;

Cash payments to intended recipients of Services;

Equipment items exceeding \$1,000 (CPU, Monitor and Keyboard are one unit) counted as a direct expense toward the program. Such items may be charged to the program only through an approved depreciation methodology.

Expenses or reimbursements to or on behalf of vendor-related entities for allowable indirect costs;

Expenses or costs reimbursed to vendor by other funds with respect to amounts paid by the CSCD for vendor services;

Fines and Penalties;

Firearm, Firearm Components, and Ammunition;

Fundraising; Marketing; and Advertising (advertising is allowable for personnel vacancies and procurement of goods and services only);

Legislative expenses for payment to any elected official from funds received from the CSCD;

Lobbying;

Payments to or on behalf of individuals related to principals of any vendor-affiliated organization(s) or to their employees, unless as allowable indirect costs or unless specific approval is received from the CSCD; and

Tobacco Products.

DRAFT

HIDALGO COUNTY PURCHASING DEPARTMENT PARTICIPATING RESPONDENT'S LOG REQUIREMENTS/RFP PACKETS

IBF-RFP-RFQ-RFI

RFQ ACCEPTANCE DATE: August 12, 2009 RFP ACCEPTANCE TIME: 9:30 A.M.

DEPARTMENT/ DESCRIPTION: " PHYSICIAN SERVICES FOR RESIDENTS AT THE
RESITUATION CENTER FOR HIDALGO COUNTY CSCD

RFQ NO: 2009-287-08-12CGV

NAME OF Proposer: COMPANY/FIRM & REPRESENTATIVE'S NAME	PROPOSAL REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	PHYSICAL ADDRESS CITY-STATE-ZIP PHONE & FAX NO.s
1. [REDACTED]	[REDACTED]	[REDACTED]	7/30/09	[REDACTED] 180 [REDACTED] 78563
2. Global Healthcare Group	[REDACTED]	[REDACTED]	7/30/09	[REDACTED]@[REDACTED] [REDACTED]
3. [REDACTED]	[REDACTED]	[REDACTED]	7/30/09	[REDACTED]@[REDACTED]
4.				
5.				
6.				
7.				
8.				
9.				
10.				

*VIA:
IN PERSON (IP)
TELEPHONE REQUEST (TR)
PROPOSER LIST MAIL OUT (PLM)

HIDALGO COUNTY PURCHASING DEPARTMENT ACCEPTANCE SHEET

DEPARTMENT NAME: Hidalgo County Community Supervision and Corrections Department

RFQ ACCEPTANCE DATE: August 12, 2009

RFQ ACCEPTANCE TIME: 9:30 A.M.

DESCRIPTION OF QUALIFICATIONS: RFQ- PHYSICIAN SERVICES FOR RESIDENTS AT THE RESTITUTION CENTER FOR HIDALGO COUNTY CSCD

RFQ NO: 2009-287-08-12CGV

RFP#	NAME OF COMPANY	ACKNOWLEDGMENT OF RECEIPT OF RFQ RESPONSE	ADDENDUM
#01	NO RESPONSES RECEIVED		
#02			
#03			
#04			
#05			
#06			
#07			
#08			
#09			
#10			

Justia > Law > Texas Law > Texas Code > Texas Government Code > CHAPTER 76. COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENTS

Texas Government Code**CHAPTER 76. COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENTS**

Search

Texas Code All US State Codes

GOVERNMENT CODE

*** CHAPTER 76. COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENTS**

§ 76.001. DEFINITIONS. In this chapter:

- (1) "Board" means the Texas Board of Criminal Justice.
- (2) "Community supervision" has the meaning assigned by Section 2, Article 42.12, Code of Criminal Procedure.
- (3) "Council" means a community justice council.
- (4) "Department" means a community supervision and corrections department established under this chapter.
- (5) "Division" means the community justice assistance division of the Texas Department of Criminal Justice.

Added by Acts 1995, 74th Leg., ch. 76, § 7.11, eff. Sept. 1, 1995.

§ 76.002. ESTABLISHMENT OF DEPARTMENTS. (a) The district judge or district judges trying criminal cases in each judicial district and the statutory county court judges trying criminal cases in the county or counties served by the judicial district shall:

- (1) establish a community supervision and corrections department; and
 - (2) approve the department's budget and community justice plan.
- (b) Repealed by Acts 2005, 79th Leg., ch. 255, § 12.
- (c) Except as provided by Subsection (d), one department serves all courts and counties in a judicial district if:
- (1) two or more judicial districts serve a county; or
 - (2) a district includes more than one county.
- (d) The board may adopt rules to allow more than one department to serve a judicial district that includes more than one county if providing more than one department will promote administrative convenience or economy or improve services.
- (e) The board may adopt rules allowing departments to contract with one another for services or facilities.

Added by Acts 1995, 74th Leg., ch. 76, § 7.11, eff. Sept. 1, 1995. Amended by Acts 2005, 79th Leg., ch. 255, § 1, 12, eff. May 30, 2005.

§ 76.003. COMMUNITY JUSTICE COUNCIL. (a) A community justice council must be established by the judges described by Section 76.002 who are served by a department, unless a board or council that was in existence on September 1, 1991, is performing duties substantially similar to those imposed on a community justice council under this section. The council shall provide continuing policy guidance and direction for the development of community justice plans and community corrections facilities, programs, and conditions of community supervision.

- (b) A council should consist of the following persons or

organization that provides adult treatment, educational, or vocational services to the area served by the department;

(15) a representative of an organization in the area served by the department that is actively involved in issues relating to defendants' rights, chosen by the county commissioners and county judges of the counties served by the department; and

(16) an advocate for rights of victims of crime and awareness of issues affecting victims.

Added by Acts 1995, 74th Leg., ch. 76, § 7.11, eff. Sept. 1, 1995. Amended by Acts 1997, 75th Leg., ch. 165, § 9.02(a), 9.03(a), eff. Sept. 1, 1997; Acts 2005, 79th Leg., ch. 255, § 2, eff. May 30, 2005.

* § 76.004. DEPARTMENT DIRECTOR; FISCAL OFFICER. (a) The judges described by Section 76.002 shall appoint a department director who must meet, at a minimum, the eligibility requirements for officers established under Section 76.005.

(a-1) The department director shall perform or delegate the responsibility for performing the following duties:

- (1) overseeing the daily operations of the department;
- (2) preparing annually or biennially a budget for the

department;

* (3) negotiating and entering into contracts on behalf of the department;

(4) establishing policies and procedures for all functions of the department;

(5) developing personnel policies and procedures, including disciplinary proceedings; and

(6) establishing procedures and practices through which the department will address an employment-related grievance.

(b) The department director shall employ a sufficient number of officers and other employees to conduct presentence investigations, supervise and rehabilitate defendants placed on community supervision, enforce the conditions of community supervision, and staff community corrections facilities. A person employed under this subsection is an employee of the department and not of the judges or judicial districts.

(c) The judges described by Section 76.002 may appoint for the department a fiscal officer, other than the county auditor. The fiscal officer is responsible for:

(1) managing and protecting funds, fees, state aid, and receipts to the same extent that a county auditor manages county funds and funds of other local entities;

(2) ensuring that financial transactions of the department are lawful and allowable; and

(3) prescribing accounting procedures for the department.

(d) The judges described by Section 76.002 may appoint a person as fiscal officer only after investigating the person and determining that the person is:

(1) a person of unquestionably good moral character and intelligence; and

(2) a financial officer with at least two years' experience in auditing and accounting.

(e) A fiscal officer appointed under this section, before beginning employment and not later than the 20th day after the date of appointment, shall:

(1) take an oath stating that the person meets the qualifications required by this section and will not have a personal interest in any contract entered into by the department; and

(2) execute a good and sufficient surety bond that:

(A) is in the amount of \$5,000 or more;

(B) is approved by and payable to the judges described by Section 76.002; and

(C) is conditioned on the faithful performance by the fiscal officer of the officer's duties.

(f) The judges described by Section 76.002 shall set the annual compensation of a fiscal officer appointed under this section, and the department shall pay all costs related to the functions of the fiscal officer.

AI-16947

8.D.

Payment No. 1 -Jimmy Closner & Sons -Paving Improvements at 201-217 N. Closner, Edinburg, TX

CC CONSENT

Date: 08/18/2009
Submitted By: Moises Salazar, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department

Information

CAPTION

Requesting approval of payment Application No. 1 in the Amount of \$70,100.55 from Jimmy Closner and Sons Construction Co. contracted vendor for: Hidalgo County "Paving Improvements (Curb-Gutter-Sidewalks-Green Areas) at 201-217 N. Closner, Edinburg, TX" and as certified for payment by project engineer, Quintanilla, Headley & Associates, Inc. (C-08-111A-10-15)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1336-419-40-220-028-0-739
FUNDS AVAILABLE Y/N?: YES MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
PO# 614188; Available balance of \$160,271.57 as of 08/14/09.

Attachments

Link: [Invoice](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	08/13/2009 10:00 AM	APRV
2	Budget & Management	Erika Zamora	08/13/2009 10:41 AM	APRV
3	Olga Garza	Olga Garza	08/14/2009 03:08 PM	APRV
4	Auditor's Office		08/14/2009 05:30 PM	NEW

Form Started By: Moises Salazar
Started On: 08/12/2009 04:26 PM
Final Approval Date: 08/14/2009

JIMMY CLOSNER & SONS CONSTRUCTION CO., INC.

P. O. BOX 170

MERCEDES, TX 78570

July 17, 2009
FROM: JUNE 1, 2009
TO: JULY 13, 2009

PAVING IMPROVEMENTS

APPLICATION 1

ITEM #	DESCRIPTION	QTY	UNIT	BID UNIT PRICE	BID TOTAL	UNIT PRICE	TOTAL	Quantity to Date	Total Cost
I. Water Distribution System (City of Edinburg)									
1	Remove Exist Fire Hydrant	1	EA	\$ 850.00	\$ 850.00	\$ 850.00	\$ 850.00	1	\$ 850.00
2	8" X 6" M J Tee	1	EA	\$ 450.00	\$ 450.00	\$ 450.00	\$ 450.00	1	\$ 450.00
3	6" Valve and Box	1	EA	\$ 775.00	\$ 775.00	\$ 775.00	\$ 775.00	1	\$ 775.00
4	Fire Hydrant w/ 40 L.F. of 6" DR-18	1	EA	\$ 4,280.00	\$ 4,280.00	\$ 4,280.00	\$ 4,280.00	1	\$ 4,280.00
	I. Total Water Distribution System (City of Edinburg)				\$ 6,355.00		\$ 6,355.00		
II. Drainage Improvements									
1	12" R.C.P.	52	LF	\$ 35.00	\$ 1,820.00	\$ 35.00	\$ 1,820.00	52	\$ 1,820.00
2	8" P.V.C.	30	LF	\$ 28.00	\$ 840.00	\$ 28.00	\$ 840.00	30	\$ 840.00
3	Tie into Exist TxDOT Inlet	1	EA	\$ 2,400.00	\$ 2,400.00	\$ 2,400.00	\$ 2,400.00	1	\$ 2,400.00
4	Swale Areas Excavation	200	CY	\$ 6.50	\$ 1,300.00	\$ 6.50	\$ 1,300.00	200	\$ 1,300.00
5	Erosion Control	1	LS	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	1	\$ 2,500.00
6	Cut & Repair Asphalt	30	LF	\$ 26.00	\$ 780.00	\$ 26.00	\$ 780.00	30	\$ 780.00
7	Concrete Headwalls	3	EA	\$ 825.00	\$ 2,475.00	\$ 825.00	\$ 2,475.00	3	\$ 2,475.00
	Remove & Dispose of Exist C&G, Concrete, Streets and Power poles along Closer Blvd, Meloyre St & Kuhn and within Parking lot								
8		1	LS	\$ 18,800.00	\$ 18,800.00	\$ 18,800.00	\$ 18,800.00	1	\$ 18,800.00
	II. Total Drainage Improvements				\$ 30,635.00		\$ 30,635.00		
III. Paving Improvements									
1	18" Curb & Gutter	1,300	LF	\$ 12.50	\$ 16,250.00	\$ 12.50	\$ 16,250.00	978	\$ 12,225.00
2	5' Sidewalk	530	LF	\$ 22.50	\$ 11,925.00	\$ 22.50	\$ 11,925.00	377	\$ 8,482.50
3	6' Valley Gutter	200	LF	\$ 38.00	\$ 7,600.00	\$ 38.00	\$ 7,600.00	114	\$ 4,332.00
4	TxDOT H.C. Ramps	2	EA	\$ 1,520.00	\$ 3,040.00	\$ 1,520.00	\$ 3,040.00	2	\$ 3,040.00
5	H.C. Ramps	6	EA	\$ 1,520.00	\$ 9,120.00	\$ 1,520.00	\$ 9,120.00	6	\$ 9,120.00
6	2' X 4' Concrete Spillways	5	EA	\$ 230.00	\$ 1,150.00	\$ 230.00	\$ 1,150.00	0	\$ -
7	Traffic Control	1	LS	\$ 4,500.00	\$ 4,500.00	\$ 4,500.00	\$ 4,500.00	1	\$ 4,500.00
	III. Total Paving Improvements				\$ 53,685.00		\$ 53,685.00		
IV. Landscaping & Irrigation									
1	Landscaping & Irrigation (As per plan)	1	LS	\$ 18,000.00	\$ 18,000.00	\$ 18,000.00	\$ 18,000.00		\$ -
	IV. Total Landscaping & Irrigation Improvements				\$ 18,000.00		\$ 18,000.00		
	Total Bid				\$ 108,635.00		\$ 108,635.00		\$ 77,889.50

Contract Amount	\$ 108,235.00
Change Orders	\$ -
Adjusted Contract Amount	\$ 108,235.00
Completed to Date	\$ 77,889.50
Less 10% Retainage	\$ 7,788.95
Less Previous Pay	\$ -
Total Due this Invoice	\$ 70,100.55

Checked & Approved By:

Eulalio Ramirez, P.E.

Project Manager

Date: 7-27-09

Jimmy Closer & Sons Construction Co.

JIMMY CLOSNER & SONS CONSTRUCTION Co., INC.
P.O. BOX 170
MERCEDES, TX 78570
TEL (956) 565-2688 * FAX (956) 565-0347

July 22, 2009

Re: Hidalgo County Paving Improvements

This letter is to verify that there are not any subcontractors for the job listed above.
If you have any questions, please give our office a call.

Sincerely,


Jaime Closner

AI-16927

8.E.

**Application for Payment No. 1 Sundowner's Retirement Center Subdivision
in Pct. No. 2**

CC CONSENT

Date: 08/18/2009
Submitted By: Marcie Jackson, COLONIA ACCESS PROGRAM
Submitted For: Agapito Vargas
Department: COLONIA ACCESS PROGRAM
Agenda Category: Purchasing Department

Information

CAPTION

Application for Payment No. 1 Sundowner's Retirement Center Subdivision Pct. No. 2
Approval of Application for Payment No. 1 in the amount of \$37,713.60 from Closner
Construction Co. LC contracted vendor for Sundowner's Retirement Center Subdivision
as reviewed and submitted by project engineer DOS Logistics Inc. (C-CAP-188-07-07).

BACKGROUND

Fiscal Impact

FISCAL YEAR: 9 ACCT. #: 9-1312-431-00-122-940-0-733/841
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

P.O.# 625663:

733- \$100,262.00

841- \$ 75,695.56

available as of 08/14/09. *overruns will be taken care of thru Interlocal Agreement with
City of San Juan.

Attachments

Link: [Application for Payment No. 1 Sundowner's Retirement Subdivision](#)

Form Routing/Status

Route	Seq	Inbox	Approved By	Date	Status
1		Yvette Islas	Yvette Islas	08/12/2009 04:28 PM	APRV
2		Purchasing Department	Marty Salazar	08/13/2009 09:47 AM	APRV
3		Budget & Management	Erika Zamora	08/13/2009 10:36 AM	APRV
4		Roland Garcia	Rolando Garcia	08/14/2009 01:47 PM	APRV
5		Auditor's Office		08/14/2009 05:30 PM	NEW

Form Started By: Marcie Jackson
Started On: 08/12/2009 10:00 AM

Final Approval Date: 08/14/2009

REMINDER

Send all disbursements for this contractor to:

SureTec Information Systems

9737 Great Hills Trail, Suite 310

Austin, Texas 78759

APPLICATION FOR PAYMENT NO. 1

AI-16927 8/18/09

To: Hidalgo County (OWNER)
From: Closner Construction Co., L.C. (CONTRACTOR)
Contract: _____
Project: Road & Drainage Sundowner's Retirement Center Subdivision
Owner's Contract No. C-CAP-09-188-07-07 Engineer's Project No. #61818
For Work accomplished through the date of: July 25, 2009

1. Original Contract Price:	\$ 219,997.65
2. Net change by Change Order and Written Agreements(+or-):	(+) \$ 6,678.00
3. Current Contract Price (1 plus 2):	\$ 226,675.65
4. Total completed and stored to date:	\$ 41,904.00
5. Retainage (per Agreement):	
<u>10%</u> of completed Work:	\$ 4,190.40
_____ of stored material	
Total Retainage:	\$ 4,190.40
6. Total completed and stored to date less retainage (4 minus 5)	\$ 37,713.60
7. Less previous Application for Payments:	\$ -
8. AMOUNT DUE THIS APPLICATION (6 MINUS 7)	\$ 37,713.60

REQ# 158628 P.O.# 625663
9-1312-431-00-122-940-0-733→\$38,904.00
 <-3.890.40>=\$35,013.60
9-1312-431-00-122-940-0-841→\$3,000.00
 <-300.00>=\$2,700.00

SureTec Information Systems, Inc.
Attn: Funds Disbursement Services
9737 Great Hills Trail, Suite 320
Austin, TX 78759

CONTRACTOR'S Certification:

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

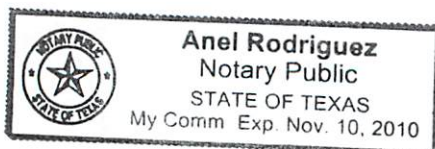
INVOICE RECEIVED BY: Monica Piche ON 8/6/09
GOODS/SERVICES RECEIVED BY: Monica Piche ON 8/6/09

Date August 6, 2009
State of Texas
County of Cameron
Subscribed and sworn to before me this 6th
day of August, 2009

Anel Rodriguez
Notary Public
My Commission expires: NOV. 10, 2010

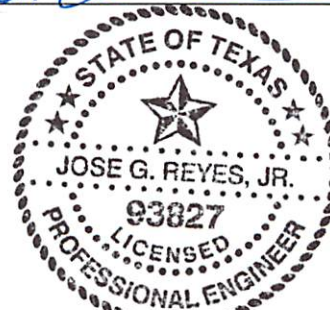
Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Date AUG. 6, 2009



Closner Construction Co. LC
CONTRACTOR

By: Jan Chin



DOS LOGISTICS INC.
ENGINEER

By: [Signature], P.E.

AP-1042-1A

APPLICATION FOR PAYMENT NO. 1

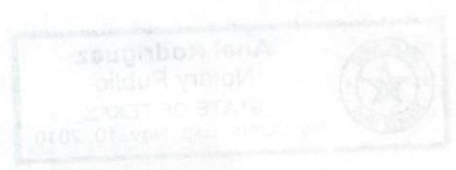
TO: Glenn Construction Co. Inc.
FROM: Glenn Construction Co. Inc.
PROJECT: Glenn Construction Co. Inc.
DATE: 10/10/2010
1. I, the undersigned, hereby certify that the above information is true and correct.
2. I, the undersigned, hereby certify that the above information is true and correct.
3. I, the undersigned, hereby certify that the above information is true and correct.
4. I, the undersigned, hereby certify that the above information is true and correct.
5. I, the undersigned, hereby certify that the above information is true and correct.
6. I, the undersigned, hereby certify that the above information is true and correct.
7. I, the undersigned, hereby certify that the above information is true and correct.
8. I, the undersigned, hereby certify that the above information is true and correct.
9. I, the undersigned, hereby certify that the above information is true and correct.
10. I, the undersigned, hereby certify that the above information is true and correct.

Glenn Construction Co. Inc.
10/10/2010



Glenn Construction Co. Inc.
10/10/2010

Glenn Construction Co. Inc.
10/10/2010



Closner Construction Co., L.C. Contractor Name
 July 13, 2009 Starting Date
 Project Ending Date
 10% Retainage Percent

Application No.: 1
 Application Date: August 5, 2009
 Period To: July 25, 2009
 Engineer Firm: Dos Logistics Inc.

Summary											
CSJ #	CSJ Name	Schedule Value	Revised Schedule Value	Work Completed	This Period	Total Complete to Date	Balance To Finish	Retainage	Net	Payments to Date	Payment Due
2C-1080-940	Sundowner's Grato St. and Easy St.	\$ 219,997.65	\$ 226,675.65	\$ -	\$ 41,904.00	\$ 41,904.00	\$ 184,771.65	\$ 4,190.40	\$ 37,713.60	\$ -	\$ 37,713.60
		\$ 219,997.65	\$ 226,675.65	\$ -	\$ 41,904.00	\$ 41,904.00	\$ 184,771.65	\$ 4,190.40	\$ 37,713.60	\$ -	\$ 37,713.60

As per Approved Change Order # 1

Estimate Quantity Update Worksheet

Date: August 5, 2009

 Colonia: Sundowner's Retirement Center Subdivision
 Roadway: Easy Street and Grato Street
 Control: CSJ 3C-1080-940
 Project No: CAP-09-188-05-06-YSI
 County: Hidalgo
 Est. No: 1

 Contractor: Closner Constrction Co. L.C.
 Contract Price: \$226,675.65
 Work Done this Mo.: \$41,904.00
 % Complete: 18.49%

 Date Began: July 13, 2009
 Contract Time: 120
 Time Charged: 13
 % Time Used: 10.83%

Work Type: Paving & Drainage

Limits:

 From:
 To:

ITEM NO.	DESCRIPTION	UNIT	PROJECT QTY	Unit Price	Project Amount	FIRST MONTH JULY			SECOND MONTH AUGUST			THIRD MONTH SEPTEMBER		
						MONTHLY QUANTITY	QTY to Date	Item Cost (Monthly)	MONTHLY QUANTITY	QTY to Date	Item Cost (Monthly)	MONTHLY QUANTITY	QTY to Date	Item Cost (Monthly)
(901)ADMINISTRATIVE														
(902) PRELIMINARY ENGINEERING														
(903) CONSTRUCTION ENGINEERING														
(904) RIGHT-OF-WAY														
(905) ROADWAY CONSTRUCTION														
100	PREP ROW	STA	18.600	\$150.00	\$2,790.00	0.000	0	\$0.00		0	\$0.00		0	0.00
247	FLEX BASE (RDWY DEL)(TY D GR 6 CL 4)(COMP IN PLAC)	CY	1377.000	\$20.70	\$28,503.90	0.000	0	\$0.00		0	\$0.00		0	0.00
251	REWOKING BASE MATERIAL	SY	3308.000	\$1.25	\$4,135.00	0.000	0	\$0.00		0	\$0.00		0	0.00
310	ASPH MATRL (MC-30)	GAL	1158	\$7.25	\$8,395.50	0.000	0	\$0.00		0	\$0.00		0	0.00
340	HOT MIX (TY D)	TON	496	\$62.00	\$30,752.00	0.000	0	\$0.00		0	\$0.00		0	0.00
500	MOBILIZATION	LS	1.000	\$2,000.00	\$2,000.00	1.000	1.000	\$2,000.00		0	\$0.00		0	0.00
502	BARRICADES, SIGNS, AND TRAF HANDLE	MO	3.000	\$1,000.00	\$3,000.00	1.000	1.000	\$1,000.00		0	\$0.00		0	0.00
506	TEMPORARY SEDIMENT CONTROL FENCE	LF	252.000	\$2.25	\$567.00	0.000	0	\$0.00		0	\$0.00		0	0.00
529	CONCRETE CURB & GUTTER (TY A)(BARRIER)	LF	3646.000	\$7.75	\$28,256.50	0.000	0	\$0.00		0	\$0.00		0	0.00
529	VALLEY GUTTER (4FT)	LF	75.000	\$24.00	\$1,800.00	0.000	0	\$0.00		0	\$0.00		0	0.00
2500	EN-1 TREATED FLEXBASE	SY	6821.000	\$0.75	\$5,115.75	0.000	0	\$0.00		0	\$0.00		0	0.00
2500	EN-1 ROAD BOND	GAL	52.000	\$85.00	\$4,420.00	0.000	0	\$0.00		0	\$0.00		0	0.00
(906) DRAINAGE														
402	TRENCH PROTECTION	LF	1755.000	\$0.50	\$877.50	1038.000	1038.000	\$519.00		0	\$0.00		0	0.00
435	RIPRAP (CONC)(6")	CY	3.000	\$380.00	\$1,140.00	0.000	0	\$0.00		0	\$0.00		0	0.00
464	RCP (CL III)(18")	LF	392.000	\$28.50	\$11,172.00	0.000	0	\$0.00		0	\$0.00		0	0.00
464	RCP (CL III)(24")	LF	695.000	\$34.50	\$23,977.50	695.000	695.000	\$23,977.50		0	\$0.00		0	0.00
464	RCP (CL III)(30")	LF	613.000	\$42.50	\$26,052.50	339.000	339.000	\$14,407.50		0	\$0.00		0	0.00
465	INLET (COMPL)(TY A)	EA	7.000	\$1,300.00	\$9,100.00						\$0.00			0.00
465	MANHOLE (COMPL)(TY A)	EA	4.000	\$1,700.00	\$6,800.00						\$0.00			0.00
530	DRIVEWAY (CONC)(4")	SY	666.000	\$36.00	\$23,976.00						\$0.00			0.00
530	DRIVEWAY (ASPH)(TY PBR-1)	SY	76.000	\$12.00	\$912.00	0.000	0	\$0.00		0	\$0.00		0	0.00
531	CONCRETE SIDEWALK	SY	29.000	\$22.50	\$652.50	0.000	0	\$0.00		0	\$0.00		0	0.00
644	SMALL SIGNS	EA	6.000	\$380.00	\$2,280.00	0.000	0	\$0.00		0	\$0.00		0	0.00

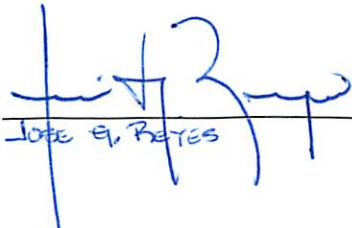
Monthly Totals:	\$41,904.00	\$0.00	0.00
ADMINISTRATIVE (901)			
PRELIMINARY ENGINEERING (902)			
CONSTRUCTION ENGINEERING (903)			
RIGHT-OF-WAY (904)			
Roadway (905):	\$3,000.00	\$0.00	0.00
Drainage (906):	\$38,904.00	\$0.00	0.00

Total to Date

 Roadway (905): \$3,000.00
 Drainage (906): \$38,904.00
 Total \$41,904.00

Prepared and Checked By:

 Signature:
 Printed Name:



Date:

Aug. 6. 2009

Border Colonia Access Program
Checklist for Documents Required for Road Construction

*Spoke to Jose on
8/12/09 will submit
needed documents -
BQ.*

Contractor: Closser Construction Co., R.C.
Contract Amount: \$ 219,997.65
Project/Precinct: Sundowner's Retirement / Pct. 2
Owner's Contract No.: C-CAP-09-188-07-07

Item	Required Documents	Submitted & Reviewed	Approved	Comments:
	INITIATION OF PROJECT:			
1	Approval to Bid (Purchasing)			
2	Contract - Signed and Executed			
3	Gen. Liability Insurance - (Expiration Date)			
4	Automobile Liab. Insurance - (Expiration Date)			
5	Worker's Comp. & Empl. Liab. (Expiration Date)			
6	Notice to Proceed			
7	Material Sample & Testing Table Sent to Auditor's Office			
	PAYMENT REQUESTS, INCLUDING FINAL:			
8	Application and Certification of Payment (A)	✓	✓	
9	Schedule of Values a/k/a 1257/1258	✓	✓	
10	Estimate Quantity Update Worksheet	✓	✓	
11	List of Suppliers and Sub-contractors	X	X	Did NOT Submit
12	Partial Waiver of Liens (Sub-contractors/suppliers)			
13	TxDot Form 252 Contract Time Statement	✓	X	Wrong Contract NO. S/B 07-07
14	Payroll Report w/signed Wage Form	✓	✓	
15	Change Order (Requires TxDot Concurrence)	✓	✓	Approved AT-16484 7/21/09
	RETAINAGE PAYMENT: - Final request and request for retainage must be billed separately and approved by C.C.			
16	Punch List			
17	Certificate of Construction Completion			
18	Approval by Commissioner's Court			
19	Contractor's Affidavit of Release (Waiver) of Liens (with power of attorney)(B)			
20	Affidavit of Payment of Debts & Claims-lien bond & indemnity bonds(w/power of attorney)(B)			
21	Consent of Surety to Final Payment(with power of attorney)(B)			
22	Final Blue Prints			

*Need Testing Colonia Reg. Sheet
& Testing Reports*

AI-16914

8.F.

**Application for Payment #1-Los Encinos Subds. #s 1 & 2 in Pct. No. 2
CC CONSENT**

Date: 08/18/2009
Submitted By: Marcie Jackson, COLONIA ACCESS PROGRAM
Submitted For: Agapito Vargas
Department: COLONIA ACCESS PROGRAM
Agenda Category: Purchasing Department

Information

CAPTION

Approval of Application for Payment No. 1 in the amount of \$45,891.90 from Total Commitment, LLC contracted vendor for Los Encinos Subdivisions Nos. 1 & 2 as reviewed and submitted by project engineer Izaguirre Engineering Group, LLC (C-CAP-128-05-05).

BACKGROUND

Reference: AI-15220 CC 05/05/09.

Fiscal Impact

FISCAL YEAR: 9 ACCT. #: 9-1312-431-00-122-890-0-731/733
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
PO# 627382: 731- \$57,687.46 -- 733- \$ 3,112.00 Available as of 08/14/09.

FISCAL YEAR: 9 ACCT. #: 9-1312-431-00-122-891-0-731/733
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
PO#627382: 731- \$140,161.34 -- 733- \$ 6,224.00 Available as of 08/14/09.

Attachments

Link: [Application for Payment No. 1 Los Encinos 1 & Los Encinos 2](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Yvette Islas	Yvette Islas	08/12/2009 04:28 PM	APRV
2	Purchasing Department	Marty Salazar	08/13/2009 09:44 AM	APRV
3	Budget & Management	Erika Zamora	08/13/2009 10:35 AM	APRV
4	Roland Garcia	Rolando Garcia	08/14/2009 01:50 PM	APRV
5	Auditor's Office		08/14/2009 05:30 PM	NEW

Form Started By: Marcie Jackson
Started On: 08/11/2009 02:07 PM
Final Approval Date: 08/14/2009

APPLICATION FOR PAYMENT NO. 1

To: HIDALGO COUNTY (OWNER)
 From: TOTAL COMMITMENT, LLC (CONTRACTOR)
 Contract: BORDER COLONIA ACCESS PROJECTS - 3rd ROUND
 Project: LOS ENCINOS NO. 1 & 2 SUBDIVISION(S)
 Owner's Contract No. C-CAP-09-128-05-05
 For Work accomplished through the date of: JULY 27, 2009

Engineer's Project No.: Pct 2 - Los Encinos

1. Original Contract Price:	\$ <u>207,184.80</u>
2. Net change by Change Order and Written Agreements(+or-):	\$ <u>(19,527.85)</u>
3. Current Contract Price (1 plus 2):	\$ <u>187,656.95</u>
4. Total completed and stored to date:	\$ <u>50,991.00</u>
5. Retainage (per Agreement):	
10% of completed Work:	\$ <u>5,099.10</u>
of stored material:	
Total Retainage:	\$ <u>5,099.10</u>
6. Total completed and stored to date less retainage (4 minus 5)	\$ <u>45,891.90</u>
7. Less previous Application for Payments:	\$ <u>-</u>
8. AMOUNT DUE THIS APPLICATION (6 MINUS 7)	\$ <u>45,891.90</u>

Accompanying Documentation:

CONTRACTOR'S Certification:

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

Date: 8-4-09

Pablo A. Gutierrez / Total Commitment, LLC
 CONTRACTOR

State of Texas
 County of Hidalgo

By: Pablo A. Gutierrez

Subscribed and sworn to before me this day of Aug. 4th, 2009.

[Signature]
 Notary Public
 My Commission expires: 7-6-13



Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Date: July 31, 2009

[Signature]
 ENGINEER

By: Gilberto A. Gracia, P.E.

INVOICE RECEIVED BY: Marcus Jackson ON 8/4/09
 GOODS/SERVICES RECEIVED BY: Marcus Jackson ON 8/4/09

TOTAL COMMITMENT, LLC

July 7, 2009

SEPTEMBER 5, 2009

Retainage Percent
10%

10% Retainage Percent

Application No.

Application Date: JULY 27, 2009Period To: **JULY 27, 2009**

Engineer Firm **IZAGUIRRE ENGINEERING GROUP, LLC**

4

JULY 27, 2009

JULY 27, 2009

IZAGUIRRE ENGINEERING GROUP, LLC

Summary													
CSJ #	CSJ Name	Original Schedule Value	Revised Schedule Value	Payment Application No 1	Payment Application No 2	Payment Application No 3	Payment Application No 4	Total To Date	Balance To Finish	Retainage	Net	Payments to Date	Payment Due
3C10-808-90	LOS ENCINOS 1	\$60,799.46	\$55,601.05	\$14,725.00	\$-	\$-	\$-	\$14,725.00	\$40,876.05	\$1,472.50	\$13,252.50	\$-	\$13,252.50
3C10-808-91	LOS ENCINOS 2	\$146,385.34	\$132,055.90	\$36,266.00	\$-	\$-	\$-	\$36,266.00	\$95,789.90	\$3,626.60	\$32,639.40	\$-	\$32,639.40
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Estimate Quantity Update Worksheet

Date: July 27, 2009

Date Began: July 17, 2009

Colonia: Los Encinos 1 & 2 Subdivisions
Roadway: Oak Ave, Michigan Dr. & Over the Hill Dr.
Control: CSJ 3C10-808-90 & CSJ 3C10-808-91
Project No: C-CAP-09-128-05-05
County: HIDALGO
Est No: 1

Contractor: TOTAL COMMITMENT, LLC
Contract Price: \$207,184.80
Work Done this Mo.: \$50,991.00
% Complete: 24.61%

Contract Time: 60 calendar days
Time Charged: 10 calendar days
% Time Used: 16.67%

Work Type: PAVING & DRAINAGE
Limits:
From: Alamo Road (FM907)
To: to the west 480 feet

ITEM NO.	DESCRIPTION	UNIT	ORIGINAL CONTRACT			REVISED CONTRACT			FIRST MONTH			SECOND MONTH			THIRD MONTH		
			QTY	UNIT PRICE	AMOUNT	QTY	UNIT PRICE	AMOUNT	MO. QTY	QUANTITY TO DATE	MONTHLY ITEM COST	MO. QTY	QUANTITY TO DATE	MONTHLY ITEM COST	MO. QTY	QUANTITY TO DATE	MONTHLY ITEM COST
	(901)ADMINISTRATIVE																
	(902) PRELIMINARY ENGINEERING																
	(903) CONSTRUCTION ENGINEERING																
	(904) RIGHT-OF-WAY																
	(905) ROADWAY CONSTRUCTION																
LOS ENCINOS 1 SUBDIVISION																	
100	PREPARING ROW	STA	5.03	\$ 400.00	\$ 2,012.00	5.03	\$ 400.00	\$ 2,012.00	5.03	5.030	\$ 2,012.00			0 \$ -			0 \$ -
110	EXCAVATION	CY	683	\$ 7.00	\$ 4,781.00	683	\$ 7.00	\$ 4,781.00	683	683.000	\$ 4,781.00			0 \$ -			0 \$ -
164	CELL FIB MULCH SEED (PERM)(URBAN)(C	SY	1100	\$ 1.25	\$ 1,375.00		\$ 1.25	\$ -	0	0 \$ -				0 \$ -			0 \$ -
204	SPRINKLING	MG	20.12	\$ 0.07	\$ 1.41		\$ 0.07	\$ -	0	0 \$ -				0 \$ -			0 \$ -
251	REWORK BS MTL (TY D) (8") DENS CONT)	SY	1979	\$ 3.50	\$ 6,926.50	1979	\$ 3.50	\$ 6,926.50	594	594.000	\$ 2,079.00			0 \$ -			0 \$ -
260	LIME TREAT (EXIST MATL) (6") (SUBGR)	SY	2038	\$ 2.00	\$ 4,076.00	2038	\$ 2.00	\$ 4,076.00	1019	1019.000	\$ 2,038.00			0 \$ -			0 \$ -
260	LIME (HYD. COM PR QK) (SLURRY)	TON	20.2	\$ 150.00	\$ 3,030.00	20.2	\$ 150.00	\$ 3,030.00	10.1	10.100	\$ 1,515.00			0 \$ -			0 \$ -
310	PRIME COAT (MC-30)	GAL	348.4	\$ 5.25	\$ 1,829.10	348.4	\$ 5.25	\$ 1,829.10	0	0 \$ -				0 \$ -			0 \$ -
340	ASPH CONC ACP SURFACE (TY D) (1 1/2")	SY	1742	\$ 7.50	\$ 13,065.00	1742	\$ 7.50	\$ 13,065.00	0	0 \$ -				0 \$ -			0 \$ -
360	DRIVEWAYS (CONC) (4")	-															
500	MOBILIZATION	LS	1	\$ 1,000.00	\$ 1,000.00	1	\$ 1,000.00	\$ 1,000.00	1	1.000	\$ 1,000.00			0 \$ -			0 \$ -
502	BARRICADES, SIGNS, AND TRAF HANDLE	LS	2	\$ 1,300.00	\$ 2,600.00	2	\$ 1,300.00	\$ 2,600.00	1	1.000	\$ 1,300.00			0 \$ -			0 \$ -
506	TEMP SEDMT CONT FENCE (INSTALL)	LF	50	\$ 2.50	\$ 125.00	50	\$ 2.50	\$ 125.00	0	0 \$ -				0 \$ -			0 \$ -
506	TEMP SEDMT CONT FENCE (REMOVE)	LF	50	\$ 1.00	\$ 50.00	50	\$ 1.00	\$ 50.00	0	0 \$ -				0 \$ -			0 \$ -
529	CONC CURB AND GUTTER (TY A)(BARRIE	LF	1066	\$ 8.00	\$ 8,528.00	1066	\$ 8.00	\$ 8,528.00	0	0 \$ -				0 \$ -			0 \$ -
530	DRIVEWAYS (TY PRB 1)	SY	144	\$ 22.00	\$ 3,168.00	144	\$ 22.00	\$ 3,168.00	0	0 \$ -				0 \$ -			0 \$ -
560	MAILBOXES (SINGLE)	EA	7	\$ 125.00	\$ 875.00		\$ 125.00	\$ -	0	0 \$ -				0 \$ -			0 \$ -
644	SMALL RDS SGN ASSM (TY A)	EA	3	\$ 175.00	\$ 525.00	3	\$ 175.00	\$ 525.00	0	0 \$ -				0 \$ -			0 \$ -
760	CLEAN AND RESHAPE DITCHES (ROAD SI	LF	350	\$ 2.50	\$ 875.00		\$ 2.50	\$ -	0	0 \$ -				0 \$ -			0 \$ -
2001	EN-1 TREAT FLEXBASE (DC) (8")	SY	1979	\$ 1.00	\$ 1,979.00	1979	\$ 1.00	\$ 1,979.00	0	0 \$ -				0 \$ -			0 \$ -
2001	EN-1 ROADBOND (771CY)	SY	13.33	\$ 65.00	\$ 866.45	13.33	\$ 65.00	\$ 866.45	0	0 \$ -				0 \$ -			0 \$ -
ENCINOS 1 SUBDIVISION PAVING SUB-SUB-TOTAL					\$ 57,687.46			\$ 54,561.05			\$ 14,725.00			\$ -			\$ -
(906) DRAINAGE																	
464	RC PIPE (CL III)(18")	LF	48	\$ 30.00	\$ 1,440.00	48	\$ 30.00	\$ 1,440.00	0	0 \$ -				0 \$ -			0 \$ -
467	SET (TY II)(18")(RCP)(1:6)	EA	2	\$ 700.00	\$ 1,400.00	1	\$ 700.00	\$ 700.00	0	0 \$ -				0 \$ -			0 \$ -
472	REMOVE EXIST CULVERT PIPE	LF	24	\$ 3.00	\$ 72.00		\$ 3.00	\$ -	0	0 \$ -				0 \$ -			0 \$ -
480	REMOVE CULVERT S.E.T.	EA	2	\$ 100.00	\$ 200.00	1	\$ 100.00	\$ 100.00	0	0 \$ -				0 \$ -			0 \$ -
ENCINOS 1 SUBDIVISION DRAINAGE SUB-SUB-TOTAL					\$ 3,112.00			\$ 1,040.00			\$ -			\$ -			\$ -
LOS ENCINOS 1 SUBDIVISION SUB-TOTAL					\$ 60,799.46			\$ 55,601.05			\$ 14,725.00			\$ -			\$ -

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(CONTINUED ON NEXT PAGE) (CONTINUED ON NEXT PAGE) (CONTINUED ON NEXT PAGE)

100	PREPARING ROW	STA	12,290	\$ 400.00	\$ 4,916.00	12,290	\$ 400.00	\$ 4,916.00	12,290	✓	4,916.00		0 \$	-		0 \$	-
110	EXCAVATION	CY	1749	\$ 7.00	\$ 12,243.00	1749	\$ 7.00	\$ 12,243.00	1749		12,243.00		0 \$	-		0 \$	-
164	CELL FIB MULCH SEED (PERM)(URBAN)(C	SY	2788	\$ 1.25	\$ 3,485.00		\$ 1.25	\$ -	0		0 \$		0 \$	-		0 \$	-
204	SPRINKLING	MG	49.16	\$ 0.07	\$ 3.44		\$ 0.07	\$ -	0		0 \$		0 \$	-		0 \$	-
251	REWORK BS MTL (TY D) (8") DENS CONT)	SY	4264	\$ 3.50	\$ 14,924.00	4264	\$ 3.50	\$ 14,924.00	2132		2132.00		0 \$	-		0 \$	-
260	LIME TREAT (EXIST MATL) (6") (SUBGR)	SY	4865	\$ 2.00	\$ 9,730.00	4865	\$ 2.00	\$ 9,730.00	2432.5		2432.50		0 \$	-		0 \$	-
260	LIME (HYD, COM PR QK) (SLURRY)	TON	50.4	\$ 150.00	\$ 7,560.00	50.4	\$ 150.00	\$ 7,560.00	25.2		25.20		0 \$	-		0 \$	-
310	PRIME COAT (MC-30)	GAL	793	\$ 5.50	\$ 4,361.50	793	\$ 5.50	\$ 4,361.50	0		0 \$		0 \$	-		0 \$	-
340	ASPH CONC ACP SURFACE (TY D) (1 1/2")	SY	3965	\$ 7.50	\$ 29,737.50	3965	\$ 7.50	\$ 29,737.50	0		0 \$		0 \$	-		0 \$	-
360	DRIVEWAYS (CONC) (4")	SY	281	\$ 31.50	\$ 8,851.50	281	\$ 31.50	\$ 8,851.50					0 \$	-		0 \$	-
500	MOBILIZATION	LS	1	\$ 1,500.00	\$ 1,500.00	1	\$ 1,500.00	\$ 1,500.00	1		1,000		0 \$	-		0 \$	-
502	BARRICADES, SIGNS, AND TRAF HANDLE	LS	3	\$ 1,500.00	\$ 4,500.00	3	\$ 1,500.00	\$ 4,500.00	1		1,000		0 \$	-		0 \$	-
506	TEMP SEDMT CONT FENCE (INSTALL)	LF	126	\$ 2.50	\$ 315.00	126	\$ 2.50	\$ 315.00	0		0 \$		0 \$	-		0 \$	-
506	TEMP SEDMT CONT FENCE (REMOVE)	LF	126	\$ 1.00	\$ 126.00	126	\$ 1.00	\$ 126.00	0		0 \$		0 \$	-		0 \$	-
529	CONC CURB AND GUTTER (TY A)(BARRIE	LF	2702	\$ 7.80	\$ 21,075.60	2702	\$ 7.80	\$ 21,075.60	0		0 \$		0 \$	-		0 \$	-
530	DRIVEWAYS (TY PRB 1)	SY	205	\$ 22.00	\$ 4,510.00	205	\$ 22.00	\$ 4,510.00	0		0 \$		0 \$	-		0 \$	-
560	MAILBOXES (SINGLE)	EA	18	\$ 125.00	\$ 2,250.00		\$ -	\$ -	0		0 \$		0 \$	-		0 \$	-
644	SMALL RDSO SGN ASSM (TY A)	EA	9	\$ 175.00	\$ 1,575.00	9	\$ 175.00	\$ 1,575.00	0		0 \$		0 \$	-		0 \$	-
760	CLEAN AND RESHAPE DITCHES (ROAD SI	LF	946.8	\$ 2.50	\$ 2,367.00		\$ 2.50	\$ -	0		0 \$		0 \$	-		0 \$	-
2001	EN-1 TREAT FLEXBASE (DC) (8")	SY	4264	\$ 1.00	\$ 4,264.00	4264	\$ 1.00	\$ 4,264.00	0		0 \$		0 \$	-		0 \$	-
2001	EN-1 ROADBOND (771CY)	SY	28.72	\$ 65.00	\$ 1,866.80	28.72	\$ 65.00	\$ 1,866.80	0		0 \$		0 \$	-		0 \$	-

S ENCINOS 2 SUBDIVISION PAVING SUB-SUB-TOTAL										\$	-	\$
(906) DRAINAGE										\$	-	\$
										\$	-	\$
464	RC PIPE (CL III)(18")	LF	96	\$ 30.00	\$ 2,880.00					\$ 36,266.00		
467	SET (TY II)(18")(RCP)(1:6)	EA	4	\$ 700.00	\$ 2,800.00					0 \$	-	0 \$
472	REMOVE EXIST CULVERT PIPE	LF	48	\$ 3.00	\$ 144.00					0 \$	-	0 \$
480	REMOVE CULVERT S.E.T.	EA	4	\$ 100.00	\$ 400.00					0 \$	-	0 \$

	\$	\$	\$	\$
ENCINOS 2 SUBDIVISION DRAINAGE SUB-SUB-TOTAL	\$ 6,224.00	-	-	\$ -
LOS ENCINOS 2 SUBDIVISION SUB-TOTAL	\$ 146,385.34	\$ 132,055.90	\$ 36,266.00	\$ -

DESCRIPTION	AMOUNT	TOTAL
ENCINOS 1 & 2 SUBDIVISION(S) PROJECT TOTAL	~~\$207,184.80~~	~~\$50,991.00~~
	\$187,656.95	\$ -

Monthly Totals:	\$ 50,991.00		\$ -	\$ -
ADMINISTRATIVE (901)				
PRELIMINARY ENGINEERING (902)				
CONSTRUCTION ENGINEERING (903)				
RIGHT-OF-WAY (904)				
ROADWAY (905)	\$ 50,991.00		\$ -	\$ -
DRAINAGE (906)	\$ -		\$ -	\$ -

Prepared and Checked By:

Signature: _____
Printed Name: _____

W. J. Grace

GILBERTO A. GRACIA

Date:

Authority to advertise - Concrete Mix and Delivery Services - Hidalgo County CC CONSENT

Date: 08/18/2009
 Submitted By: Eric Trevino, PURCHASING DEPT.
 Submitted For: Marty Salazar
 Department: PURCHASING DEPT.
 Agenda Category: Purchasing Department

Information

CAPTION

Requesting authority to advertise and approval of procurement packet (i.e. specifications/requirements, legal notice, draft requirement agreement etc.) as attached hereto for: "Hidalgo County-Concrete Mix and Delivery Services" Bid No.: 2009-199-09-09-ERT.

BACKGROUND

Proposed Schedule of Events:
 1st Advertisement: August 22, 2009
 2nd Advertisement: August 29, 2009
 Bid Opening Date: September 9, 2009

Fiscal Impact

FISCAL YEAR: 2009	ACCT. #: 9-1202-431-00-122-006-0-673
FUNDS AVAILABLE Y/N?: Yes	MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:	
Available balance as of 8/13/09 is \$82,727.90	

FISCAL YEAR: 2009	ACCT. #: 9-1203-431-00-123-005-0-673
FUNDS AVAILABLE Y/N?: Yes	MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:	
Available balance as of 8/13/09 is \$80,427.55	

FISCAL YEAR: 2009	ACCT. #: 9-1211-452-00-121-013-0-739
FUNDS AVAILABLE Y/N?: Yes	MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:	
Available balance as of 8/13/09 is \$3,098.52.	

FISCAL YEAR: 2009	ACCT. #: 9-1100-432-00-121-001-0-739
FUNDS AVAILABLE Y/N?: Yes	MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Available balance as of 8/13/09 is \$90.71

FISCAL YEAR: 2009

ACCT. #: 9-1201-432-00-121-005-0-739

FUNDS AVAILABLE Y/N?: Yes

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Available balance as of 8/13/09 is \$3,390.10

FISCAL YEAR: 2009

ACCT. #: 9-1204-431-00-124-007-0-673

FUNDS AVAILABLE Y/N?: Yes

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Available balance as of 8/13/09 is \$33,468.52

Attachments

Link: MEMO,LEGAL NOTICE,SPECS,DRAFT CONTRACT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	08/12/2009 04:40 PM	APRV
2	Budget & Management	Erika Zamora	08/13/2009 08:38 AM	APRV
3	Rosalinda Cantu	Rosie Cantu	08/13/2009 03:26 PM	APRV
4	Auditor's Office		08/14/2009 05:30 PM	NEW

Form Started By: Eric Trevino

Started On: 08/11/2009 10:19 AM

Final Approval Date: 08/14/2009



PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM

TO: ALL DEPARTMENT HEADS, PRECINCT NO 1

FROM: Eric Trevino
Hidalgo County Purchasing Department

DATE: August 4, 2009

RE: Approval of Specifications For: Hidalgo County – “Concrete Mix and Delivery Services”
Bid No. 2009-199-00-00-ERT

We are currently in the process of putting together a county wide bid for “Concrete Mix and Delivery Services”. I have attached the draft specifications. Please review the following SPECIFICATIONS and verify if all requirements are met by signing below and indicating APPROVE (or) DISAPPROVE. If specification is NOT met, make any and all modifications necessary and return the revised copy to the designated Buyer in the Purchasing Department.

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

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

APPROVE ☒	DISAPPROVE ☐
APPROVE WITH MODIFICATIONS <u>✓ PLEASE ADD WIRE MESH TYPE</u>	

Funds Availability: YES NO/

Other (Specify) _____

Budget Account No.: 9-1211-452-00-121-013-0-739 - 9-1201-431-00-121-005-0-739
9-1100-432-00-121-001-0-739

Eric Trevino Eric Trevino PER 8/10/09
SIGNATURE PRINTED NAME DEPARTMENT DATE

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 292-7612 or e-mail: eric.trevino@co.hidalgo.tx.us by no later than August 7, 2009 @ 5:00 P.M or as soon as possible.

Enclosures



PURCHASING DEPARTMENT

County Of Hidalgo

MEMORANDUM

TO: ALL DEPARTMENT HEADS, PRECINCT NO 2

FROM: Eric Trevino
Hidalgo County Purchasing Department

DATE: August 4, 2009

RE: Approval of Specifications For: Hidalgo County - "Concrete Mix and Delivery Services"
Bid No. 2009-199-00-00-ERT

We are currently in the process of putting together a county wide bid for "Concrete Mix and Delivery Services". I have attached the draft specifications. Please review the following SPECIFICATIONS and verify if all requirements are met by signing below and indicating APPROVE (or) DISAPPROVE. If specification is NOT met, make any and all modifications necessary and return the revised copy to the designated Buyer in the Purchasing Department.

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

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

APPROVE ☒	<i>as per Ricardo Cuellar</i>	DISAPPROVE ☐
APPROVE WITH MODIFICATIONS ☐		

Funds Availability: YES / Yes NO/

Other (Specify) Accounts varies due to a project that is being worked on.

Budget Account No.: 9-1202-431-00-122-006-0-673

Yolanda Cisneros Yolanda Cisneros Pct. 2 8/5/09
SIGNATURE PRINTED NAME DEPARTMENT DATE

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 292-7612 or e-mail: eric.trevino@co.hidalgo.tx.us by no later than August 7, 2009 @ 5:00 P.M or as soon as possible.

Enclosures



PURCHASING DEPARTMENT
County Of Hidalgo

M E M O R A N D U M

TO: ALL DEPARTMENT HEADS, PRECINCT NO 3

FROM: Eric Trevino
Hidalgo County Purchasing Department

DATE: August 4, 2009

RE: Approval of Specifications For: Hidalgo County - "Concrete Mix and Delivery Services"
Bid No. 2009-199-00-00-ERT

We are currently in the process of putting together a county wide bid for "Concrete Mix and Delivery Services". I have attached the draft specifications. Please review the following SPECIFICATIONS and verify if all requirements are met by signing below and indicating APPROVE (or) DISAPPROVE. If specification is NOT met, make any and all modifications necessary and return the revised copy to the designated Buyer in the Purchasing Department.

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

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

APPROVE ☒	DISAPPROVE ☐
APPROVE WITH MODIFICATIONS ☐	

Funds Availability: YES ☒ NO ☐

Other (Specify) _____

Budget Account No.: 91203-151.00-133-005.0-673

<u>[Signature]</u>	<u>Jo M Flores, Commissioner</u>	<u>Pct #3</u>	<u>8/6/09</u>
SIGNATURE	PRINTED NAME	DEPARTMENT	DATE

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 292-7612 or e-mail: eric.trevino@co.hidalgo.tx.us by no later than August 7, 2009 @ 5:00 P.M or as soon as possible.

Enclosures



PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM

TO: ALL DEPARTMENT HEADS, PRECINCT NO 4

FROM: Eric Trevino
Hidalgo County Purchasing Department

DATE: August 4, 2009

RE: Approval of Specifications For: Hidalgo County – "Concrete Mix and Delivery Services"
Bid No. 2009-199-00-00-ERT

We are currently in the process of putting together a county wide bid for "Concrete Mix and Delivery Services". I have attached the draft specifications. Please review the following **SPECIFICATIONS** and verify if all requirements are met by signing below and indicating **APPROVE** (or) **DISAPPROVE**. If specification is **NOT** met, make any and all modifications necessary and return the revised copy to the designated Buyer in the Purchasing Department.

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

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

APPROVE ☒	DISAPPROVE ☐
APPROVE WITH MODIFICATIONS ☐	

Funds Availability: ☒ YES / ☐ NO

Other (Specify) _____

Budget Account No.: 9-1204-431-00-124-007-0-673

Eric M. Carranza Eric M. Carranza Pct. #4 8-11-09
SIGNATURE PRINTED NAME DEPARTMENT DATE

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 292-7612 or e-mail: eric.trevino@co.hidalgo.tx.us by no later than August 7, 2009 @ 5:00 P.M or as soon as possible.
Enclosures

Bid No: 2009-199-09-09-ERT	Buyer: Eric Trevino	Tel. No: (956) 318-2626 Ext. 4882

REQUEST FOR BIDS

HIDALGO COUNTY “CONCRETE MIX AND DELIVERY SERVICES” BID OPENING DATE: September 9, 2009

Contact Person:

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

956 318-2626

Form HCPD-03

LEGAL NOTICE

BID NO: 2009-199-09-09-ERT

1. Sealed bids will be received for **"HIDALGO COUNTY-CONCRETE MIX AND DELIVERY 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: **"RFB-2009-199-09-09-ERT- HIDALGO COUNTY-CONCRETE MIX AND DELIVERY SERVICES"** and in County's Purchasing Department, physical address: 2812 S. Business Hwy. 281, mailing address: 2812 S. Business 281- New Administration Building, Edinburg, Texas, **on or before 9:30 A.M., WEDNESDAY, September 9, 2009. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO "RFB-2009-199-09-09-ERT-HIDALGO COUNTY-CONCRETE MIX AND DELIVERY SERVICES."**

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

3. Hidalgo County reserves the right to: A). separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B.) reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C.) award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."
4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.
5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.
6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of

warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.
8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.
9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.
10. County reserves the right to accept or reject any or all bids.
11. Costs are to be net F.O.B., County Prepaid.
12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.
13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.
14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.
15. DELIVERY INSTRUCTIONS:
 - . No deliveries accepted after 3:00 P.M., Monday-Friday.
 - . At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
 - . If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

16. BILLING AND PAYMENT INSTRUCTIONS:

- . Invoices must include:
 - a) Name and address of successful bidder
 - b) Name and address of receiving department or official
 - c) Purchase Order Number (if any)
 - d) Notation - **"HIDALGO COUNTY-CONCRETE MIX AND DELIVERY 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 Auditor's Office
2808 S. Business Hwy 281
Edinburg, Tx 78539
(956) 318-2511

17. SCHEDULE OF EVENTS

Bid Opening, 9:30 AM	<u>September 9, 2009</u>
Award of Contract	_____ 2009
Commence Work or Deliver Products	_____, 2009

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

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

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

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

19. ETHICAL STANDARDS:

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

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

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

20. Disclosure of Conflict of Interest

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

Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

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

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

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.
22. Bids, and all goods and services provided there under, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.
23. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:
 - . Possess or is able to obtain adequate financial resources as required to perform under the bid;
 - . Be able to comply with the required or proposed delivery schedule;
 - . Have a satisfactory record of performance;
 - . Have a satisfactory record of integrity and ethics;
 - . Be otherwise qualified and eligible to receive an award.
24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.
25. Any contract award to a successful bidder will be in effect until: A.) the contract expires, B.) delivery and acceptance of products, and/or performance of services ordered, or C.) terminated by County with thirty (30) day's written notice prior to cancellation.
26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:
 - A.) Meet schedules;
 - B.) Pay any required fees or taxes; or

C.) Otherwise perform in accordance with the specifications.

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

Bid
For
HIDALGO COUNTY
“CONCRETE MIX AND DELIVERY SERVICES”
BID NO.: 2009-199-09-09-ERT

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

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

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

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

Respectfully submitted,

Bidder:

Address:

By:

Printed Name:

Title:

(THIS PAGE MUST BE SUBMITTED WITH BID)

EXHIBIT “A”

SPECIFICATIONS/REQUIREMENTS

HIDALGO COUNTY
REQUEST FOR BIDS
“CONCRETE MIX AND DELIVERY SERVICES”
RFB No. 2009-199-09-09-ERT

EXHIBIT "A"

HIDALGO COUNTY "CONCRETE MIX AND DELIVERY SERVICES" BID NO: 2009-199-09-09-ERT

SPECIFICATIONS, REQUIREMENTS AND OTHER TERMS AND CONDITIONS

SCOPE OF SERVICES:

The services contract will encompass all project-related supplying and delivery of concrete mix for the County of Hidalgo including, but not limited to, the following:

1. 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.
2. Supplying of Concrete Mix and Delivery Services will be on an **as needed and as requested basis only**.
3. Concrete Mix 3000 PSI & 4000 PSI (Slump 1-7) will be supplied and delivered from your plant to different locations within Hidalgo County as requested.
4. Delivery hours will be arranged with requestor when requiring "Concrete Mix & Delivery Services".
5. Bid price must be per cubic yard basis with a minimum of 5 cubic yards per request.
6. 3000 PSI (Slump 1-7) Concrete Mix and Delivery Services with 1 ½ lb Wire Mesh per cubic yard is **OPTIONAL** as shown on Exhibit "B" Bid Page and it will be on an **as needed and as requested basis only**.
7. 4000 PSI (Slump 1-7) Concrete Mix and Delivery Services with 1 ½ lb Wire Mesh per cubic yard is **OPTIONAL** as shown on Exhibit "B" Bid Page and it will be on an **as needed and as requested basis only**.
8. One (1) or more vendor(s) may be designated as awarded Vendor(s) for Concrete Mix and Delivery Services for Hidalgo County.

9. Hidalgo County reserves the right to award to MULTIPLE vendors if the County determines it is in its best interest to do so.
10. The term of the bid contract will be for a period of one (1) year. Hidalgo County may in its sole discretion elect the option to extend the contract for one (1) additional one (1) year term under the same rates, terms and conditions.
11. Hidalgo County reserves the right to continue this bid for an additional sixty (60) days grace period at the end of the contract term due to any unforeseen delay in the procurement process.
12. Any contract awarded to a successful bidder will be in effect until;
 - a) The contract expires
 - b) Delivery acceptance of products and/or performance of services ordered, or
 - c) Terminated by County with thirty (30) days written notice prior to be cancellation.
13. **HIDALGO COUNTY reserves the right to reject any or all bids submitted, if it is in the best interest to do so.**
14. **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.**
15. The bidder(s) awarded the contract cannot engage the services of a subcontractor without prior written consent of Hidalgo County for retention of a subcontractor to perform services hereunder. The successful bidder(s) must present evidence that the proposed subcontractor possesses all the necessary licenses and permits to perform the services and that the subcontractor has obtained the required insurance coverages as outlined in Exhibit "C".
16. Hidalgo County may utilize **"State Awarded Contracts"** when it is in the County best interest to do so.
17. Vendor(s) agrees that to the extent an item is unavailable from Vendor(s) own inventory, vendor(s) will be responsible for locating an alternative supplier and for providing the product to County for the bid price.
18. After bid is awarded and successful awarded contractor defaults in meeting the general instructions to bidder(s) and/or in complying with the contract agreement, Hidalgo County reserves the right to seek the services of the next lowest bidder(s). In such event, Hidalgo County shall charge the successful bidder the difference for any additional cost to the County.

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

DISQUALIFICATIONS OF BIDDERS:

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

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

Market Volatility and Unit Price Adjustments:

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

1. **Requesting Price Adjustment:** Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.
 - A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.
 - The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.

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

ADDITIONAL INFORMATION:

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

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE (956) 292-7612 OR VIA E-MAIL eric.trevino@co.hidalgo.tx.us NO LATER THAN Monday August 31, 2009 by 5:00 P.M. Responses to said inquiries will be sent to all applicants via facsimile by no later than Friday September 4, 2009 by 5:00 p.m.

THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

**SERVICE CONTRACT
C-09-00-00**

THIS CONTRACT is made and entered into this _____ day of _____, **2009** by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and _____ a Texas Corporation. ("Company").

WHEREAS, Company responded to advertised notices for bids for **“CONCRETE MIX & DELIVERY SERVICES”** the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, a copy of such specifications and bid being attached hereto as Exhibits "A" and "B" ("Vendor's Bid") respectively, and incorporated herein for all purposes (the "RFB Packet"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications, the Commissioners Court of County awarded the bid to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agree that this Contract is entered into in order to provide the Services to locations at **Hidalgo County**. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.
2. Company hereby promises and agrees to render and provide, during the term

of this Contract, and shall be obligated to render and provide the Services in accordance with the Specifications within **Hidalgo County** following a request for Services by the **Commissioners' Court** or their designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period of one year with the County's option to extend for an additional year beginning_____ and ending on_____ and may be extended at the sole discretion of County for an additional sixty (60) days, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first.

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

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

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

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

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

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

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

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

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

If to County:

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

If to Company

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

14. 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.

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.

COUNTY OF HIDALGO

ATTEST:

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

Arturo Guajardo Jr., County Clerk

COMPANY: _____

By:_____

Printed Name:_____

Title:_____

APPROVED BY COMMISSIONES COURT:_____

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

By:_____
Stephen L. Crain

Authority to Utilize (COOP) TXMAS & TASB Vendors CC CONSENT

Date: 08/18/2009
 Submitted By: Matilde Faz, PURCHASING DEPT.
 Submitted For: Marty Salazar
 Department: PURCHASING DEPT.
 Agenda Category: Purchasing Department

Information

CAPTION

1. Approval to utilize the following cooperative purchasing vendors, for purchases on an "AS NEEDED BASIS" through our membership/participation with Texas Procurement and Support Services (TPASS), (DIR) Department of Information Resources, (TCPN) The Cooperative Purchasing Network, (HGAC) awarded pricing including, but not limited to, Precincts, Department, Programs, Agencies, etc.:

Vendor	Contract Description	Contract
Tremco, Inc.	Facilities Maintenance Roofing Line Items & Products List	6-03FAC010 6-56050
Garrett Electronics. Inc.	Total Solutions for Law Enforcement, Security Facilities Mgmt. Fire, Rescue, Clothing, Marine	5-84010

Tremco (Weatherproofing Technologies)	Roofing Products & Services	R-4812

2. Approval to utilize the following cooperative purchasing vendor, for purchases on an "AS NEEDED BASIS" through our membership/participation with the Texas Association of School Boards Cooperative "Buyboard" awarded pricing including, but not limited to, Precincts, Departments, Program, agencies, etc.:

Kinloch Equipment & Supply, Inc.	Sewer Inspection & Cleaning Equipment	270-07

with term of authority to purchase from contracts detailed herein commencing upon approval and expiring December 31, 2009.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: Various
 FUNDS AVAILABLE Y/N?: Yes MATCHING FUNDS Y/N?:
 BUDGETARY IMPACT:
 No funding required at this time. Purchases on an as needed basis.

Attachments

Link: [TXMAS Tremco](#)

Link: [TASB Kinslock](#)

Link: [TCPN Tremco](#)

Link: [TXMAS Garrett](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	08/13/2009 09:37 AM	APRV
2	Budget & Management	Erika Zamora	08/13/2009 10:33 AM	APRV
3	Rosalinda Cantu	Rosie Cantu	08/13/2009 04:32 PM	APRV
4	Auditor's Office		08/14/2009 05:30 PM	NEW

Form Started By: Matilde Faz

Started On: 08/11/2009 08:45 AM

Final Approval Date: 08/14/2009



Consent
\$16908
8/18/09
ROOFING AND
BUILDING MAINTENANCE DIVISION

Providing Roofing & Weatherproofing
Peace of Mind®

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Environment](#)[Affiliations](#)[Tremco Incorporated](#)

TXMAS Pricing



TXMAS 6-03FAC010 (Facilities Maintenance)

TXMAS 6-56050 (Roofing Line Items)

TXMAS 6-56050 (Roofing Products List)

To request a quote contact:

Angela Sotera (asotera@tremcoinc.com) or John Early
(jeary@tremcoinc.com)
3735 Green Road
Beachwood, OH 44122
Phone: 800.852.6013
Fax: 866.437.3413

Purchase orders are to be sent to the following address:

Tremco, Inc.
Government Solutions:
Attn: Angela Sotera or John Early
3735 Green Road
Beachwood, OH 44122
Phone: 800.852.6013

"Remit To" address for payment:

Tremco, Inc.
P.O. Box 931111
Cleveland, Ohio 44193-0511

Invoices will be sent from the following address:

Tremco, Inc.
3735 Green Road
Beachwood, OH 44122

An  Company



Susan Combs Texas Comptroller of Public Accounts

*Consent
\$16908
8/18/09*

Search TXMAS Contracts:

Rebates: Pursuant to Texas Government Code § 2155.510(b), rebates generated from TXMAS contract purchases made using federal funds must be reported to the federal funding agency for reporting and reconciliation purchases. Each quarter of the State's fiscal year, TXMAS contractors rebate .75% of their TXMAS sales to the State of Texas via the Texas Comptroller of Public Accounts (CPA). It is the purchasing entity's responsibility to report the amount of rebate using the above percent based on the total dollar value of the TXMAS purchase order.

Example: A purchasing entity receives and uses federal funds of \$50,000 to purchase items/services on a TXMAS contract. The purchasing entity must report to the federal fund-provider that a sales rebate of \$375 ($\$50,000 * .75\% = \$375$) will be paid to the State of Texas by the TXMAS contractor.



TREMCO, INC.
Contract TXMAS-6-03FAC010

On-Line Catalog/Order Processing

FACILITIES MAINTENANCE AND MANAGEMENT

Corporate Office:
TREMCO INCORPORATED
3735 GREEN ROAD
BEACHWOOD OH 44122
USA

Send PO to:
TREMCO, INC.
GOV'T SOLUTION: ATTN ANGELA SOTERA
3735 GREEN ROAD
BEACHWOOD OH 44122
USA
Vendor ID: 13413136584

Invoice From:
TREMCO, INC.
3735 GREEN ROAD
BEACHWOOD OH 44122
USA
Vendor ID:

Delivery: 35 - 45 DAYS ARO
EXPEDITED: 7 DAYS ARO

FOB Point: DESTINATION

Terms: N/A

Remit To: TREMCO, INC.
3735 GREEN ROAD
BEACHWOOD OH 44122
USA
Vendor ID:

Vendor ID: 13413136584

Business Type: Large

DUNS #: 004188702

Effective: 3/7/2006

Expires: 4/27/2010

CONTACT: ROY NYQUIST
Phone 813-643-4744
RNYQUIST@TREMCOINC.COM

Effective Date: This Texas Multiple Award Schedule (TXMAS) contract is effective beginning 3/7/2006 through 4/27/2010 and is automatically renewed on the date that the General Services Administration (GSA) exercises the renewal option. All State of Texas terms and conditions will continue and apply to all renewal periods by mutual agreement. The contractor has certified that the prices reflected in the contractor's catalog are the same as the prices contained in the most current modification to GSA Contract No. GS-06F-0047R.

Placement of Orders: Purchasing entities must use both the instructions on the contractor's web page and the terms and conditions in the federal supply schedule to place orders. Purchasing entities may use either a departmental purchase order or the contractor's on-line ordering system to place orders. Purchasing entities may opt out of using the contractor's on-line

ordering system if it is incompatible with the entity's purchasing procedures. The contractor is not required to accept orders below the minimum listed below. Orders between the minimum and maximum listed below are subject to GSA preferred customer pricing. For orders above the maximum, purchasing entities are entitled to negotiate for lower prices than those listed on the on-line federal supply schedule price list.

Order Limitation:

Minimum Order: \$100

Maximum Order: \$750,000

Approved Products/Services: Only products or services listed in the CPA approved GSA contract may be purchased from this TXMAS contract, with one exception. Incidental, off-schedule items may be purchased as "best value, open market" items provided that they are necessary for product integration or product completeness. The purchasing entity is responsible for ensuring that the quoted price for such incidental items is fair and reasonable. These incidental items may be added to the TXMAS purchase order if they are clearly labeled as "open market (OM), best value" items.

State Contracts: All Texas Council for Purchasing from People with Disabilities contracts and Texas Correctional Industries (TCI) term contracts take precedence over this TXMAS contract. If similar products or services are listed on this TXMAS contract and a CPA term contract, a determination should be made that will result in a best value purchase.

Payment Due Date: Payment will be due on the thirtieth (30) calendar day after the later of: (a) the date the State actually receives a proper invoice at the office designated in the applicable purchase order to receive it; or (b) the date the State accepts the products or services. The post mark date on the envelope for the State warrant (State's equivalent to a check) or banking information showing when a direct deposit transaction was received will be considered the date payment is made. Interest starts accruing on the first day that payment is late. The rate of interest for late payments is set at one percent per month.

Special Note: The State of Texas, including but not limited to its Agencies, cooperative purchasing members and any local governmental entity authorized by law to use the Texas Multiple Award Schedule method for purchasing is not obligated to procure any products or services from this TXMAS contract. This schedule contract shall not be construed to prevent the State from purchasing products or services using other procurement methods as authorized by law.

Keywords: Coating, Fence Post, Painting, Trim/Base , Waterproofing, Air Compressor , Air Conditioning, Air Exhaust Fan, Air Filters, Air Handling Unit, Air Return, Air Scrubber, Air Ventilation Grill , Aluminum, Aluminum Awning, Anti-Microbial, Architectural, Asbestos Core Testing , Asbestos Test , Attic Framing , Backer Rod, Backflow Prevention, Balustrade, Barricade, Base Asphalt And Topping Surfacing, Baseboard, Battery System And Charger, Beam Repair, Bifold Door Set , Boiler, Brick Masonry Through Wall Flashing, Brush Grade, Built-Up Roofing Restoration, Carpenter , Carpentry, Carpet, Cathodic Protection System, Caulking, Ceiling, Ceiling Grid, Centrifugal Pump, Ceramic Tile , Chair Rail, Chemical Wash, Chiller, Circuit Breaker, Cleaning & Remediation , Co2 Extinguishing System, Coating, Colored Stamped, Compression Seal, Compressor, Concrete , Concrete Repair And Treatments, Condensate , Condenser, Coping, Core Analysis, Cracked Brick Masonry , Cracked Concrete, Crown Molding, Crushed Stone Sub-Base, Cultured Marble , Dampproofing, Deaerator Tank, Deck Sheathing, Decontamination, Demolition, Disposable Respirator , Door Assembly, Door Slab, Doors, Downspout, Dry Chemical, Dry Pipe, Drywall, Ductwork, Elastomeric Coating, Elastomeric Mastic, Electric Motor Driven Fire Pump, Electrical, Electrician, Emergency Generator, Emergency Service Call, Emulsion , Epoxied Urethane Compound, Evaporative Cooler, Excavation, Exhaust Fan, Ext. Cleaning & Installation Water Repellant Sealer, Exterior Soffit, Eye Protection, Fall Protection Harness, Fan Coil Unit, Fan, Axial, Fascia, Fencing, Fibered Asphalt Mastic, Fiberglass Mesh, Filter, Finish Carpentry, Fire Alarm , Fire Dampers, Fire Protection , Fireplaces, Flasher Barricade, Floor Covering, Floor Protection, Fluid Cooler, Forced Air Heater, Fuel Oil Storage Tank, Furnace, General Demolition, Generator, Glass, Glazing, Gutter, Hardware, Haul Debris , Hazardous Cleanup, Heat Pump, Heat, Vent & Air Conditioning & Plumbing Maintenance, Helical Stabilizer Pins, Hepa Vacuuming, Horizontal Application Of Penetrating Sealer, Hot Water Boiler, Humidifier , HVAC, Ice Blasting, Traffic Bearing Waterproofing Membrane , Insulation, Interior Lath , Laminate Floor, Lavatories, Light Fixtures, Light, Emergency, Hardwired System, Lighting, Limestone Cladding, Line Striping, Marble - Cultured Or Natural, Masonry, Mechanical Insulation, Membrane Roofing, Metal Structures , Minor Roof Repair , Moisture Protection, Mortar Joints, Motor Control Center, Negative Air Fan, Roof Scan, Overhead Door, Paint , Painter, Panelboard, Paneling, Partial Depth Repairs, Pavement, Penetrating Sealer, Perimeter Railing, Pitch Pocket, Plaster , Plasterer , Plastic, Plumber, Plumbing, Plywood Sheathing, Polyurethane, Precast Coping, Pressure Cleaning, Preventive Maintenance, Prime, Pump, Pumps, Radiator Cover, Radiator Unit, Radon Test, Reconstruction, Refinish Cabinetry , Remediation, Removal/Replacement Of Deteriorated Brick Masonry, Respirator Replacement Cartridge , Roof Housekeeping, Roof Inspection Services , Roof Leak , Roof Vent, Roofer, Roofing, Roofing Repair, Rubberized Asphalt Membrane , Rubberized Coating, Sand And Prep, Sandblasting, Scaffold, Seal & Paint, Seal Acoustic Ceiling, Seal Foundation Wall, Sealant, Sewage Ejector Pump, Shoring, Shot Blasting, Shower Door , Showers, Sidewalks, Siding, Silicone Rubber, Skylight Repair , Skylights, Sliding Doors, Soda Blasting, Soffit, Spot Seal, Stained Concrete, Stair Riser ,

Stairs, Stairway Repair, Steel Components, Steel Shelf Angle, Steel Truss System, Stone Floor , Stone Veneer, Storm Window, Structural Analysis , Structural Repairs, Structural Steel, Stucco, Submersible Pump, Switch, Switchboard, Temporary Repairs, Thermostat, Tile , Tile Floor, Tile Roofing, Timber Framing, Toilet , Traffic Coating, Traffic Grade Sealant, Transformer, Tremco, Inc, Tremco, Trim, Trimwork, Trowel Grade, Tuckpointing, Underslab Leak, Unit Heater, Urethane Compound, Urinals, Valve,

Contact Us

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Search TXMAS Contracts:

Rebates: Pursuant to Texas Government Code § 2155.510(b), rebates generated from TXMAS contract purchases made using federal funds must be reported to the federal funding agency for reporting and reconciliation purchases. Each quarter of the State's fiscal year, TXMAS contractors rebate .75% of their TXMAS sales to the State of Texas via the Texas Comptroller of Public Accounts (CPA). It is the purchasing entity's responsibility to report the amount of rebate using the above percent based on the total dollar value of the TXMAS purchase order.

Example: A purchasing entity receives and uses federal funds of \$50,000 to purchase items/services on a TXMAS contract. The purchasing entity must report to the federal fund-provider that a sales rebate of \$375 ($\$50,000 * .75\% = \$375$) will be paid to the State of Texas by the TXMAS contractor.



TREMCO, INC.
Contract TXMAS-6-56050

On-Line Catalog/Order Processing

BUILDINGS AND BUILDING MATERIALS/INDUSTRIAL SERVICES AND SUPPLIES

Corporate Office:
 TREMCO INCORPORATED
 3735 GREEN ROAD
 BEACHWOOD OH 44122
 USA

Send PO to:
 TREMCO, INC.
 GOV'T SOLUTIONS: ATTN: JOHN EARLY
 3735 GREEN ROAD
 BEACHWOOD OH 44122
 USA
 Vendor ID: 13413136584

Invoice From:
 TREMCO, INC.
 3735 GREEN ROAD
 BEACHWOOD OH 44122
 USA
 Vendor ID:

Delivery: 35 - 45 DAYS ARO
 EXPEDITED - 7 DAYS ARO

FOB Point: DESTINATION

Terms: N/A

Remit To: TREMCO, INC.
 3735 GREEN ROAD
 BEACHWOOD OH 44122
 USA
 Vendor ID:

Vendor ID: 13413136584

Business Type: Large

DUNS #: 004188702

Effective: 3/6/2006

Expires: 9/30/2009

CONTACT: ROY NYQUIST
 Phone 813-643-4744
RNYQUIST@TREMCOINC.COM

Effective Date: This Texas Multiple Award Schedule (TXMAS) contract is effective beginning 3/6/2006 through 9/30/2009 and is automatically renewed on the date that the General Services Administration (GSA) exercises the renewal option. All State of Texas terms and conditions will continue and apply to all renewal periods by mutual agreement. The contractor has certified that the prices reflected in the contractor's catalog are the same as the prices contained in the most current modification to GSA Contract No. GS-07F-8798D.

Placement of Orders: Purchasing entities must use both the instructions on the contractor's web page and the terms and conditions in the federal supply schedule to place orders. Purchasing entities may use either a departmental purchase order or the contractor's on-line ordering system to place orders. Purchasing entities may opt out of using the contractor's on-line

ordering system if it is incompatible with the entity's purchasing procedures. The contractor is not required to accept orders below the minimum listed below. Orders between the minimum and maximum listed below are subject to GSA preferred customer pricing. For orders above the maximum, purchasing entities are entitled to negotiate for lower prices than those listed on the on-line federal supply schedule price list.

Order Limitation:

Minimum Order: \$100

Maximum Order: \$6,000,000

Approved Products/Services: Only products or services listed in the CPA approved GSA contract may be purchased from this TXMAS contract, with one exception. Incidental, off-schedule items may be purchased as "best value, open market" items provided that they are necessary for product integration or product completeness. The purchasing entity is responsible for ensuring that the quoted price for such incidental items is fair and reasonable. These incidental items may be added to the TXMAS purchase order if they are clearly labeled as "open market (OM), best value" items.

State Contracts: All Texas Council for Purchasing from People with Disabilities contracts and Texas Correctional Industries (TCI) term contracts take precedence over this TXMAS contract. If similar products or services are listed on this TXMAS contract and a CPA term contract, a determination should be made that will result in a best value purchase.

Payment Due Date: Payment will be due on the thirtieth (30) calendar day after the later of: (a) the date the State actually receives a proper invoice at the office designated in the applicable purchase order to receive it; or (b) the date the State accepts the products or services. The post mark date on the envelope for the State warrant (State's equivalent to a check) or banking information showing when a direct deposit transaction was received will be considered the date payment is made. Interest starts accruing on the first day that payment is late. The rate of interest for late payments is set at one percent per month.

Special Note: The State of Texas, including but not limited to its Agencies, cooperative purchasing members and any local governmental entity authorized by law to use the Texas Multiple Award Schedule method for purchasing is not obligated to procure any products or services from this TXMAS contract. This schedule contract shall not be construed to prevent the State from purchasing products or services using other procurement methods as authorized by law.

Keywords: Adhered Single Ply, Aluminum Coating, Asbestos Abatement, Asbestos Core Testing,, Asbestos-Free Products, Asphalt, Bridging, Brush Grade Mastic, Built-up Roof, BURmastic Adhesive, BURmastic Composite Ply, BURmesh, Butyl Sealant, Cold Applied Built-up Roof, Cold applied Modified Bitumen, Cold Applied Roofing, Compliance, Composite Wood Fiberboard/Isocyanurate, Cool Roofing, Coping Stones, Copper Sheet Roof, CSPE, Cured Coverstrip, Decktite, Demolition of Roof Insulation, Diagnostics, Downspouts, Eave Metal, Ecolastic, ELS, ELS Winter-grade, Emergency Roof Repairs, Energy Star, EPDM Repair, Expansion Joints, Factory Mutual Global, Fascia kit, Fas-n-Free Adhesive, Fasteners, Fiberboard Insulation, Fiberglass felts, Flashing Membrane, FM, FPW, Glaze Coat, Green Roofing, GSA, Gutters, High Build Coating, High Build Reflective Coating, Historical Roof Restoration, Hot applied Modified Bitumen, Hot applied Roofing, Hot or Cold Laid Application, Housekeeping, Hypalon, Ice and Water Shield, Infrared, Inspection, Isocyanurate Insulation, Kettle Modified Bitumen, KMB, Leak Free, Leak Repairs, Leak Response, Local Codes, Maintenance, Materials, MB, Mechanically Attached Single Ply, Metal Roof Repair, Metal Roof Restoration, Metal Roof Seam Restoration, Metal Roofing, Metal Storm Collar, Modified Bitumen, Modified Bitumen Membrane, Modified Coal Tar, Moisture infiltration, Multi-ply with Aggregate, OLI, On Line Information, One Coat Aluminum, Parapet Wall Metal, Patch and Repair, Patching, Performance Contracting, Performance Warranty, Plywood Decking, Polarcote, Polyester Roofing Ply, Polyroof, Polytherm, Polyurea Coating, Polyurethane Foam Roofing, Powerply, Premium Asphalt, Pressure Cleaning, Preventive Maintenance, Primer, Reflectivity, Reglet Joint Sealant, Repair Kit (BUR), Repair Kit (Metal), Repairs, Restoration, Roof Moisture Survey, Roof Coatings, Roof Coverings, Roof Deck Insulation, Roof Emergency Repairs, Roof Information Database, Roof Inspection, Roof Installation, Roof Maintenance, Roof Repair, Roof Restoration, Roof Tiles and Shingles, Roof Ventilators, Roof Walkpads, Roofing, Roofing Felts, Roofing Ply, Roofing services, Root Barrier, R-value, Self Adhered Membrane, Sheeting Bond, Shingles, Silicone Metal Primer, Silicone Sealant, Single or Multi-ply Membrane Systems, Single Ply Primer, Single Ply Restoration Coating, Solvent-Free Adhesive, Solvent-Free Insulation Adhesive, Solvent-Free Mastic, Spud Embedded Aggregate, SRC Coating , Standing Seam Metal, Survey, Tar, Thermal Imaging, THERMastic, Thermocore, Title 25, TPA, TPW, TRA Elastomeric Sheeting, TremCare, Tremco, Tremco Incorporated, Tri Polymer Alloy, Type X Gypsum, UL Ratings, Uncured Flashing, Urethane Coatings, Urethane Sealant, Vapor Retarder, Vegetated Roofing, Wall Panel, Wall-Tite, Waterdrain,, Waterproofing, Weatherproofing, Weatherproofing Technologies, Wind Uplift, WTI

Contact Us

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Consent # 16908
8/18/09

Vendor Contract Information

Proposal Documents

[Back](#)

Vendor: Kinloch Equipment & Supply, Inc.

Address: 3320 Pasadena Blvd.
Pasadena, TX 77503

Phone: (800) 231-6929

Contact: Todd Kinloch

Email: tkinloch@kinlochequip.com

Website: www.kinlochequip.com

Federal ID: 76-0600707

Accepts RFQs: Yes

Contract: Sewer Inspection & Cleaning Equipment #270-07

Effective Date: 10/1/2007

Expiration Date: 9/30/2010

Payment Terms: Net 30 Days

Delivery Days: 90

Shipping Terms: Free Shipping

Freight Terms: FOB Destination

Ship Via: Best Way

Quote Reference Number:

270-07

Regions Served: All Texas Regions

States Served: All States

Vendor Exceptions: None

Return Policy: 30 day complete customer satisfaction.

[\[Log Out \]](#)

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Consent
16908
8/18/09

TCPN CONTRACT INFORMATION



ROOFING AND BUILDING MAINTENANCE DIVISION

Contract: Roofing Products & Services**Awarded Vendor:** Tremco (Weatherproofing Technologies)**TCPN Contract Number:** R4812 (All PO's must reference "Per TCPN Contract")**Contract Expiration Date:** September 30, 2009**Number of Annual Renewals:** 3**Approved Products/Services:** Water resistant roofing, insulation, roof tiles and shingles, roofing & roof restoration, masonry, metalwork, woodwork, standing seam metal roof systems, roof specialties and accessories.

Asset Management and Construction Services.

Order Placement: Contract terms allow PO's to be sent directly to this vendor and must reference "Per TCPN Contract."**Pricing:** Call vendor for pricing. TCPN will verify upon request.**Other:** Due Diligence Documents and Information**Other:****Online Ordering Availability:** Not available**Freight/Delivery:** Not applicable**Vendor Contact:** David M. Naber
Principal Consultant
2210 Ben's View Trail
Kingwood, TX 77339
281-358-4957 o
281-358-2162 f
dnaber@tremcoinc.com**Vendor Website:** <http://www.tremcoroofing.com>**Vendor MWBE/HUB Status:** Not Certified**TCPN Authorizing Statutes:****TCPN Order Processing:**

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Consent
#16908
8/18/09

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Search TXMAS Contracts:

Rebates: Pursuant to Texas Government Code § 2155.510(b), rebates generated from TXMAS contract purchases made using federal funds must be reported to the federal funding agency for reporting and reconciliation purchases. Each quarter of the State's fiscal year, TXMAS contractors rebate .75% of their TXMAS sales to the State of Texas via the Texas Comptroller of Public Accounts (CPA). It is the purchasing entity's responsibility to report the amount of rebate using the above percent based on the total dollar value of the TXMAS purchase order.

Example: A purchasing entity receives and uses federal funds of \$50,000 to purchase items/services on a TXMAS contract. The purchasing entity must report to the federal fund-provider that a sales rebate of \$375 ($\$50,000 * .75\% = \$375$) will be paid to the State of Texas by the TXMAS contractor.

**GARRETT ELECTRONICS, INC**
Contract TXMAS-5-84010**On-Line Catalog/Order Processing****TOTAL SOLUTIONS FOR LAW ENFORCEMENT, SECURITY FACILITIES
MANAGEMENT, FIRE, RESCUE, CLOTHING, MARINE**

Corporate Office:
GARRETT ELECTRONICS, INC
1880 WEST STATE STREET
GARLAND TX 75042-6797
USA

Delivery: 30 DAYS ARO

FOB Point: ORIGIN

Terms: 2% - 30, NET 31 DAY

Send PO to:
GARRETT ELECTRONICS, INC
1881 WEST STATE STREET
GARLAND TX
USA

Remit To: GARRETT ELECTRONICS, INC
1881 WEST STATE STREET
GARLAND TX
USA

Vendor ID: 17522426703

Vendor ID:

Vendor ID: 17522426703

Invoice From:
GARRETT ELECTRONICS, INC
1881 WEST STATE STREET
GARLAND TX
USA
Vendor ID:

Business Type: Small

DUNS #: 004996112

Effective: 9/10/2004

Expires: 7/31/2011

CONTACT: SANDY RUFF-LOONEY
Phone 972-494-6155 x727
SANDY.LOONEY@GARRETT.COM

Effective Date: This Texas Multiple Award Schedule (TXMAS) contract is effective beginning 9/10/2004 through 7/31/2011 and is automatically renewed on the date that the General Services Administration (GSA) exercises the renewal option. All State of Texas terms and conditions will continue and apply to all renewal periods by mutual agreement. The contractor has certified that the prices reflected in the contractor's catalog are the same as the prices contained in the most current modification to GSA Contract No. GS-07F-9865D.

Placement of Orders: Purchasing entities must use both the instructions on the contractor's web page and the terms and conditions in the federal supply schedule to place orders. Purchasing entities may use either a departmental purchase order or the contractor's on-line ordering system to place orders. Purchasing entities may opt out of using the contractor's on-line ordering system if it is incompatible with the entity's purchasing procedures. The contractor is not required to accept orders below the minimum listed below. Orders between the minimum and maximum listed below are subject to GSA preferred customer pricing. For orders above the maximum, purchasing entities are entitled to negotiate for lower prices than those listed on the on-line federal supply schedule price list.

Order Limitation:

Minimum Order: \$50.00

Maximum Order: \$850,000.00 PER SIN 426-4K

Approved Products/Services: Only products or services listed in the CPA approved GSA contract may be purchased from this TXMAS contract, with one exception. Incidental, off-schedule items may be purchased as "best value, open market" items provided that they are necessary for product integration or product completeness. The purchasing entity is responsible for ensuring that the quoted price for such incidental items is fair and reasonable. These incidental items may be added to the TXMAS purchase order if they are clearly labeled as "open market (OM), best value" items.

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Keywords: Hand held metal detector, Ground search metal detector, Evidence finding metal detector, Walk through metal detector, Access control metal detector, Metal detector, Frishker, Magnascanner, CS5000, MT5500, PD6500i, SuperScanner, SuperWand, THD, Enforcer G2

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AI-16903

8.I.

**Purchase of Microwave Tower Interface
CC CONSENT**

Date: 08/18/2009
Submitted By: Sandra Montalvo, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department

Information

CAPTION

Hidalgo County Health & Human Services:
Notification, documentation and ratification of the purchase (through PO #627185) of equipment and related accessories in connection with "Purchase of Microwave Tower Interface" through HGAC's awarded vendor Motorola, Inc. (contract # RA01-08) in the amount of \$27,862.00 (which includes equipment, accessories, installation and programming) and as authorized by CC on 8-4-09 as an option for acquisition and funded through grant award-bid/project #2009-337-RVV.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1293-441-00-340-040-9-748
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

PO# 627185 available balance as of 8-13-09 \$27,862.00; funding available as of 8-13-09.

Attachments

Link: [Purchase Order & Quote](#)
Link: [HGAC-Contract Document](#)
Link: [backup](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	08/12/2009 12:30 PM	APRV
2	Budget & Management	Erika Zamora	08/12/2009 02:11 PM	APRV
3	Manuel Chapa	Manuel Chapa	08/13/2009 10:12 AM	APRV
4	Auditor's Office		08/14/2009 05:30 PM	NEW

Form Started By: Sandra Montalvo

Started On: 08/10/2009 04:32 PM

Final Approval Date: 08/14/2009



Purchase Order

COUNTY OF HIDALGO

PO#: 627185

DATE: 08/11/09

Page No 1 Of 2

VENDOR: 283827 REQ:00156975
FAX (210)680-3214 Email:
Phone:(888)567-7347
MOTOROLA INC.
1313 E. ALGONQUIN RD
SCHAUMBURG IL 60196

BUYER: JESCALANTE
SHIP TO: HEALTH DEPARTMENT
1304 S. 25TH
EDINBURG TX 78539

Vendor Acct:

CONTACT:
SITE: HEALTH DEPARTMENT
Contract No:

Special Instructions:

VENDOR NOTES

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

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER ***ORIGINAL COPY SENT TO MOTOROLA*** *****DO NOT DUPLICATE***** HGAC FEE INCLUDED PER HGAC CONTRACT #RA01-08 *****TERMS = NET 30***** SHIP TO ADDRESS: STC 709 EAST PECAN MCALLEN, TEXAS 78501 ULTIMATE DESTINATION ADDRESS: HIDALGO COUNTY HEALTH & HUMAN SERVICES 1304 SOUTH 25TH EDINBURG, TEXAS 78539		
1	EACH	Communication Tower asset # 49911 MODEL BP5530BHC15-2DD PTP 54600 LITE CONNECTORISED LINK COMPLETE	14,395.50	14,395.50
2	EACH	MODEL WB2907AA LPU END KIT PTP400/600 (2 KITS REQUIRED PER LINK)	270.00	540.00
1	EACH	MODEL WB3176A REEL, BBDGE CAT 5E CABLE 328' (100M)	135.00	135.00
2	EACH	MODEL RDH4504A 3 FT. (0.9M) 5.25 - 5.85 GHZ, DUAL-P	1,287.00	2,574.00
1	EACH	MODEL WB3136 PTP600 SERIES 1ST YR UPGRADE TO 24 HR ADVANCED REPLACEMENT	1,349.10	1,349.10
1	EACH	MODEL WB3106A 1 YR PTP SW SPRT CONTRACT (1-2 LINKS)	315.00	315.00
2	EACH	SVC209 SERVICES STANDARD TOWER SECTION 10'	.00	.00
1	EACH	MODEL SVC209 SERVICES TOP TOWER SECTION	.00	.00



COPY

Authorized by:

Martina L. Salazar



Purchase Order

COUNTY OF HIDALGO

PO#: 627185

DATE: 08/11/09

Page No 2 Of 2

VENDOR: 283827 REQ:00156975
FAX (210)680-3214 Email:
Phone:(888)567-7347
MOTOROLA INC.
1313 E. ALGONQUIN RD
SCHAUMBURG IL 60196

BUYER: JESCALANTE
SHIP TO: HEALTH DEPARTMENT
1304 S. 25TH
EDINBURG TX 78539

Vendor Acct:

CONTACT:
SITE: HEALTH DEPARTMENT

Special Instructions:

Contract No:

VENDOR NOTES

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2. TAX EXEMPTION: THIS PURCHASE ORDER MAY BE ACCEPTED IN LIEU OF EXEMPTION CERTIFICATE.
3. THIS ORDER IS ALSO PLACED F.O.B. DESTINATION. VENDOR MUST REPAY ALL SHIPPING COSTS.
4. INVOICE EACH PURCHASE ORDER SINGLY. ORIGINAL INVOICES ARE REQUIRED CUSTOMER COPY MAY BE ACCEPTED. OUT NUMBER MUST APPEAR ON ALL INVOICES, BILLS OF LADING, AND PACKAGES.
5. PAYMENT WILL BE MADE ONLY FOR A BONA FIDE AND FULLY COMPLETED ORDERS, UNLESS OTHERWISE ATTACHED.

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
1	EACH	SVC209 SERVICES TOWER CON BASE PLATE	.00	.00
3	EACH	POINT TO POINT SVC209 SERVICES UNIVERSAL WALL BRACKET ASSEMBLY	.00	.00
-1		SPECIAL INCENTIVE IF PURCHASED BY 8/25/09	1,600.00	-1,600.00
1	EACH	INSTALL PROGRAMMING	10,153.40	10,153.40
1		ESTIMATAED HGAC HANDLING FEE INCLUDED	.00	.00
		HGAC CONTRACT #RA01-08		
		TERMS = NET 30		
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		
		Total		27,862.00

		For Hidalgo County use only		
		9-1293-441-00-340-040-9-748	27,862.00	
		Approved		



COPY

Authorized by:

Martha L. Salazar



MOTOROLA
Authorized Radio System
Specialist

HIDALGO - COUNTY OF
HEALTH DEPARTMENT
1304 S. 25TH
EDINBURG, TX 78539

HGAC CONTRACT # RA01-08
TERMS = NET 30

DATE: 8/10/2009
QUOTE #: 09-00877
BY: 206
ATTN: EDDIE OLIVAREZ
PHONE: 956-387-0118
FAX: 956-
EMAIL: EDDIE.OLIVAREZ@HCHD.ORG
USER CONTACT EDDIE OLIVAREZ
CONTACT # 956-207-6394

ITEM	APC	QTY.	MODEL	DESCRIPTION	HGAC UNIT	HGAC EXTENDED
POINT TO POINT						
224	1		BP5530BHC15-2DD	PTP 54600 LITE CONNECTORISED - LINK COMPLETE	\$ 14,395.50	\$ 14,395.50
224	2		WB2907AA	LPU END KIT PTP400/600 (2 KITS REQUIRED PER LINK)	\$ 270.00	\$ 540.00
224	1		WB3176A	REEL, BBDGE CAT 5E CBLE 328' (100M)	\$ 135.00	\$ 135.00
224	2		RDH4504A	3-FT. (0.9M), 5.25-5.85 GHZ, DUAL-P	\$ 1,287.00	\$ 2,574.00
224	1		WB3136	PTP600 SERIES 1ST YR UPGRADE TO 24HR ADVANCED REPLACEMENT	\$ 1,349.10	\$ 1,349.10
224	1		WB3106A	1YR PTP SW SPRT CNTRACT (1-2 LINKS)	\$ 315.00	\$ 315.00
123	2		SVC209	SERVICES - STANDARD TOWER SECTION 10'	\$ -	\$ -
123	1		SVC209	SERVICES - TOP TOWER SECTION	\$ -	\$ -
123	1		SVC209	SERVICES - TOWER CON BASE PLATE	\$ -	\$ -
123	3		SVC209	SERVICES - UNIVERSAL WALL BRACKET ASSEMBLY	\$ -	\$ -
123	1			SPECIAL INCENTIVE IF PURCHASED BY 08/25/09	\$ (1,600.00)	\$ (1,600.00)
EQUIPMENT					\$	17,708.60
INSTALL / PROGRAMMING					\$	10,153.40
TOTAL SERVICES WITH EQUIPMENT					\$	27,862.00
ESTIMATED HGAC HANDLING FEE - INCLUDED					\$	-
GRAND TOTAL					\$	27,862.00

NOTE:

- 1 TERMS AND CONDITIONS SUBJECT TO HGAC AGREEMENTS
- 2 OFFER GOOD THROUGH
- 3 THIS OFFER IS FOR BUDGETARY PURPOSES ONLY AND IS NOT AN OFFER FOR SALE.

9/9/2009

QUOTE TERMS AND CONDITIONS :

- 1 QUOTES ARE EXCLUSIVE OF ALL INSTALLATION AND PROGRAMMING CHARGES (UNLESS EXPRESSLY STATED) AND ALL APPLICABLE TAXES.
- 2 PURCHASER WILL BE RESPONSIBLE FOR SHIPPING COSTS, WHICH WILL BE ADDED TO THE INVOICE.
- 3 TITLE WILL PASS UPON SHIPMENT, RISK OF LOSS WILL PASS UPON DELIVERY TO PURCHASER'S FACILITY.
- 4 ORDERED EQUIPMENT MAY BE RETURNED FOR A FULL REFUND, LESS A 20% RESTOCKING FEE, IF THE EQUIPMENT IS RETURNED UNUSED AND UNDAMAGED IN ITS ORIGINAL PACKAGING WITH IN SIX MONTHS AFTER SHIPMENT.
- 5 PRICES QUOTED ARE VALID FOR THIRTY (30) DAYS FROM THE DATE OF THIS QUOTE.
- 6 UNLESS OTHERWISE STATED, PAYMENT WILL BE DUE WITHIN THIRTY DAYS AFTER INVOICE.
- 7 MOTOROLA'S STANDARD EQUIPMENT WARRANTY (WHICH WILL BE FURNISHED UPON REQUEST) APPLIES TO ALL ORDERED EQUIPMENT.
- 8 MOTOROLA DISCLAIMS ALL OTHER WARRANTIES WITH RESPECT TO THE ORDERED PRODUCTS, EXPRESS OR IMPLIED INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- 9 MOTOROLA'S TOTAL LIABILITY ARISING FROM THE ORDERED PRODUCTS WILL BE LIMITED TO THE PURCHASE PRICE OF THE PRODUCTS WITH RESPECT TO WHICH
- 10 LOSSES OR DAMAGES ARE CLAIMED. IN NO EVENT WILL MOTOROLA BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.
- 11 THESE TERMS WILL PREVAIL OVER ANY INCONSISTENT OR ADDITIONAL TERMS ON ANY PURCHASE ORDER SUBMITTED BY THE PURCHASER.

PROPOSED BY

PRINTED NAME

TITLE:

DATE:

BEFORE SIGNING, PLEASE READ THIS PROPOSAL CAREFULLY. YOUR SIGNATURE IS AN OFFER TO PURCHASE THE PRODUCTS AND SERVICES LISTED ABOVE, WHICH IF ACCEPTED BY MOTOROLA, WILL BE A PURCHASE CONTRACT.

CUSTOMER ACCEPTANCE:

PRINTED NAME

TITLE:

PURCHASE ORDER #

DATE:

RADIO COMMUNICATION/EMERGENCY RESPONSE & MOBILE INTEROPERABLE EQUIPMENT

A CONTRACT BETWEEN

HOUSTON-GALVESTON AREA COUNCIL
Houston, Texas

AND

MOTOROLA, INC.
Farmers Branch, Texas

This Contract is made and entered into by the **Houston-Galveston Area Council of Governments**, hereinafter referred to as **H-GAC**, having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027, AND **Motorola, Inc.** hereinafter referred to as the **CONTRACTOR**, having its principal place of business at 1507 LBJ Freeway, Suite 700, Farmers Branch, Texas 75234.

W I T N E S S E T H

WHEREAS: The **H-GAC** enters into this Contract as Agent for participating governmental agencies, hereinafter referred to as **END USER**, for the purchase of **Radio Communication/Emergency Response & Mobile Interoperable Equipment** offered by the **CONTRACTOR**; and

WHEREAS: The **CONTRACTOR** offers to sell **Radio Communication/Emergency Response & Mobile Interoperable Equipment** through the **H-GAC** Contract to End Users; and

WHEREAS: The Contract shall be in effect for a period beginning January 1, 2008 through December 31, 2009, subject to extension upon mutual agreement of the **CONTRACTOR** and **H-GAC**; and now

THEREFORE: **H-GAC** and the **CONTRACTOR** do hereby agree as follows:

• GENERAL PROVISION ARTICLES 1 - 23 •

ARTICLE 1:

IDENTIFICATION OF CONTRACT DOCUMENTS

The Contract shall be in effect for **Radio Communication/Emergency Response & Mobile Interoperable Equipment** listed in Proposal Specifications numbered **RA01-08**, including any relevant suffixes, and shall consist of the documents identified below in order of precedence:

1. The text of this Contract form, including Attachment A, and Attachment B (Motorola Standard Equipment Warranty)
2. **CONTRACTOR'S** Response to Proposal No.: **RA01-08**
3. Proposal Specifications No.: **RA01-08**
4. System Purchase Agreements
5. Motorola Software License

The terms and conditions, specifications, manufacture, delivery, warranty, training and service for **H-GAC** and the **END USER** shall be fulfilled in compliance with this Contract including, but not limited to Proposal Specifications, Terms and Conditions, and **CONTRACTOR'S** response opened October 4, 2007 unless specifically changed within the text of this Contract Form.

ARTICLE 2:

LEGAL AUTHORITY

The **CONTRACTOR** and **H-GAC** warrants and assures one another that they have adequate legal counsel and authority to enter into this Contract. The governing bodies, where applicable, have authorized the signatory officials to enter into this Contract and bind both parties to the terms of this Contract and any subsequent amendments thereto.

ARTICLE 3:

APPLICABLE LAWS

Both parties agree to conduct all activities under this Contract in accordance with all applicable rules, regulations, directives, issuances and ordinances, and laws in effect or promulgated during the term of this Contract. The **CONTRACTOR** agrees to conduct all activities under this Contract in accordance with all applicable rules, regulations, directives, standards, ordinances and laws in effect or promulgated during the term of this Contract.

ARTICLE 4:

INDEPENDENT CONTRACTOR

The execution of this Contract and the rendering of services prescribed by this Contract do not change the independent status of **H-GAC** or the **CONTRACTOR**. No provision of this Contract or act of **H-GAC** in performance of the Contract shall be construed as making the **CONTRACTOR** the agent, servant or employee of **H-GAC**, the State of Texas or the United States Government. Employees of the Contractor are subject to the exclusive control and supervision of the Contractor. The Contractor is solely responsible for employee payrolls and claims arising therefrom.

CONTRACTOR shall notify **H-GAC** of any law suits filed against it which involves products sold pursuant to this Contract, or which, if successful, would adversely affect its financial condition. A law suit which includes a specific demand for an amount in excess of \$250,000 which would not be covered by insurance shall automatically be considered a law suit which, if successful, would adversely affect the financial condition of the sued party.

ARTICLE 5:

TITLES NOT RESTRICTIVE

The titles assigned to the various articles of this Contract are for convenience only and are generally descriptive of the matters following. Titles shall not be considered restrictive of the subject matter of any section, or part of this Contract.

ARTICLE 6:

SUBCONTRACTS

The Contractor agrees not to subcontract, assign, transfer, convey, sublet or otherwise dispose of this Agreement or any right, title, obligation or interest it may have therein to any third party without prior written approval of **H-GAC**.

H-GAC shall not unreasonably delay or withhold acceptance of a proposed assignment of a proposed subcontractor.

The Contractor acknowledges that **H-GAC** is not liable to any subcontractor's of the Contractor.

The Contractor shall ensure that the performance rendered under all subcontracts shall result in compliance with all the terms and provisions of this Contract as if the performance rendered was rendered by the Contractor.

ARTICLE 7:

EXAMINATION AND RETENTION OF RECORDS

The **CONTRACTOR** shall maintain during the course of the work, complete and accurate records of all of the **CONTRACTOR'S** costs and documentation of items which are chargeable to **END USER** under this Contract. **H-GAC**, through its staff or designated public accounting firm, the State of Texas, and the United States Government shall have the right at any reasonable time to inspect copy and audit those records on or off the premises of the **CONTRACTOR**. Failure to provide access to records may be cause for termination of the Contract. **CONTRACTOR** agrees that its books and records, as they pertain to work done or items supplied present to the Purchase Order or Contract shall at all reasonable hours be subject to audit and inspection at the **CONTRACTOR'S** facility by **H-GAC** and/or **END USER**. This audit shall be limited to the verification of invoice quantities to shipments and shipment receipts. Except as otherwise provided by law, nothing contained herein shall authorize **H-GAC** and/or **END USER** to audit particular books or **CONTRACTOR** insofar as such particular books or records contain confidential information regarding product costs.

The **CONTRACTOR** shall maintain all records pertinent to this Contract for a period of not less than five (5) calendar years from the date of acceptance of the final contract closeout and until any outstanding litigation, audit or claim has been resolved. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained.

The **CONTRACTOR** further agrees to include in all subcontracts under this Contract, a provision to the effect that the subcontractor agrees that **H-GAC'S** duly authorized representatives, shall, until the expiration of five (5) calendar years after final payment under the subcontract or until all audit findings have been resolved, have access to and the right to examine and copy any directly pertinent books, documents, papers, invoices and records of such subcontractor involving transactions relating to the subcontract.

ARTICLE 8:

CHANGES AND AMENDMENTS

Any alterations, additions, or deletions to the terms of this Contract which are required by changes in federal law or regulations are automatically incorporated into this Contract without written amendment hereto, and shall become effective on the date designated by such law or regulation; provided if the Contractor may not legally comply with such change, the Contractor may terminate its participation herein as authorized by Article 18.

H-GAC may, from time to time, require changes in the scope of the services of the Contractor to be performed hereunder. Such changes that are mutually agreed upon by and between **H-GAC** and the Contractor in writing shall be incorporated into this Contract.

ARTICLE 9:

DISPUTES

RADIO COMMUNICATION/EMERGENCY RESPONSE & MOBILE INTEROPERABLE EQUIPMENT Page 3 of 10

Any and all disputes concerning questions of fact or of law arising under this Contract which are not disposed of by agreement shall be decided by the Executive Director of H-GAC or his designee, who shall reduce his decision to writing and provide notice thereof to the Contractor. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, the Contractor requests a rehearing from the Executive Director of H-GAC. In connection with any rehearing under this Article, the Contractor shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. The Contractor may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Contract and in accordance with H-GAC'S final decision.

ARTICLE 10:

SEVERABILITY

All parties agree that should any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this Contract, which shall continue in full force and effect.

ARTICLE 11:

FORCE MAJEURE

To the extent that either party to this Agreement shall be wholly or partially prevented from the performance of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. Determination of force majeure shall rest solely with H-GAC.

ARTICLE 12:

NON DISCRIMINATION AND EQUAL OPPORTUNITY

The Contractor agrees to comply with all federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990; (d) the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in any specific statute(s) applicable to any Federal funding for this Contract; and (j) the requirements of any other nondiscrimination statute(s) which may apply to this Contract.

ARTICLE 13:

CRIMINAL PROVISIONS AND SANCTIONS

The CONTRACTOR agrees that it will perform the Contract in conformance with safeguards against fraud and abuse as set forth by the H-GAC, the State of Texas, and the acts and regulations of the funding entity. The CONTRACTOR agrees to promptly notify H-GAC of suspected fraud, abuse or other criminal activity through the filing of a written report within twenty-four (24) hours of knowledge thereof. Contractor shall notify H-GAC of any accident or incident requiring medical attention arising from its activities under this Contract within twenty-four (24) hours of such occurrence. Theft or willful damage to property on loan to the Contractor from H-GAC, if any, shall be reported to local law enforcement agencies and H-GAC within two (2) hours of discovery of any such act.

The CONTRACTOR further agrees to cooperate fully with H-GAC, local law enforcement agencies, the State of Texas, the Federal Bureau of Investigation and any other duly authorized investigative unit in carrying out a full investigation of all such incidents.

ARTICLE 14:

PURCHASE ORDERS ISSUED PURSUANT TO CONTRACTS

Through Interlocal Contracts, H-GAC offers governmental agencies and **qualifying non-profit corporations** the opportunity to participate in the H-GAC Cooperative Purchasing Program. Therefore, purchase orders may be executed by **END USERS** throughout the State. In addition, through Interstate Interlocal Contracts the Program is now made available for possible participation by **END USERS** beyond Texas.

ARTICLE 15:

SCOPE OF SERVICES

The services to be performed by CONTRACTOR in the State of Texas are outlined within this Contract, Proposal specifications, G:\CONTRACT\RA01-08.8\Motorola\ RADIO COMMUNICATION/EMERGENCY RESPONSE & MOBILE INTEROPERABLE EQUIPMENT
Sig Initial: _____

RADIO COMMUNICATION/EMERGENCY RESPONSE & MOBILE INTEROPERABLE EQUIPMENT Page 4 of 10
any Attachment, and Proposal Response. Any Change Order shall be stated in complete detail and submitted by **END USER** to **CONTRACTOR** and copied to **H-GAC**. No verbal Change Order shall be accepted by **CONTRACTOR** from any **END USER**.

ARTICLE 16:

THE COMPLETE AGREEMENT

This Contract consists of the Contract text stated herein, the Proposal Specifications, including but not limited to Terms and Conditions, proposer's/proposer's response, including but not limited to, prices and options offered all of which are incorporated within the contract, and constitute the complete agreement between the parties hereto. This Contract supersedes any and all oral or written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Contract cannot be modified without the written consent of both parties.

ARTICLE 17:

LIMITATION ON LIABILITY

The **CONTRACTOR** understands and agrees that it shall be liable to repay and shall repay upon demand to **END USER**, any amounts determined by **H-GAC**, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Contract.

Except for personal injury or death, Motorola's total liability whether for breach of contract, warranty, negligence, strict liability in tort or otherwise, is limited to the price of the particular products sold hereunder with respect to which either refund the purchase price, repair or replace product(s) that are not as warranted. In no event will Motorola be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special, or consequential damages to the full extent such may be disclaimed by law.

ARTICLE 18:

TERMINATION PROCEDURES

CONTRACTOR acknowledges that this Contract may be terminated under the following circumstances:

A. **Convenience**

H-GAC may terminate this Contract in whole or in part without cause at any time by written notice by certified mail to **CONTRACTOR** whenever for any reason **H-GAC** determines that such termination is in the best interest of **H-GAC**. Upon receipt of notice of termination, all services hereunder of **CONTRACTOR** and its employees and subcontractors shall cease to the extent specified in the notice of termination. In the event of termination in whole, **CONTRACTOR** shall prepare final invoices within 30 calendar days of such termination reflecting the services actually performed which have not appeared on any prior invoice. Such invoices shall be satisfactory to the Executive Director or his designee. **END USER** will pay **CONTRACTOR**, in accordance with the terms and conditions of this Contract, for services actually performed and accruing to the benefit of **END USER** less any compensation previously paid. **H-GAC**, in accordance with the terms and conditions of this Contract, will invoice **CONTRACTOR** for any order processing charges due, and **CONTRACTOR** agrees to pay said order processing charges.

CONTRACTOR may cancel or terminate this Contract upon thirty (30) days written notice by certified mail to **H-GAC**. **CONTRACTOR** may not give notice of cancellation after it has received notice of default from **H-GAC**. In the event of such termination prior to completion of this Contract provided for herein, **END USER** will pay **CONTRACTOR**, in accordance with the terms and conditions of this Contract, for services actually performed and accruing to the benefit of **END USER** less any compensation previously paid. **H-GAC**, in accordance with the terms and conditions of this Contract, will invoice **CONTRACTOR** for any order processing charges due, and **CONTRACTOR** agrees to pay said order processing charges.

B. **Default**

H-GAC may, by written notice of default to **CONTRACTOR**, terminate the whole or any part of this Contract in any one of the following circumstances:

- (1) If **CONTRACTOR** fails to perform the services herein specified within the time specified herein or any extension thereof;
or
- (2) If **CONTRACTOR** fails to perform any of the provisions of this Contract for any reason whatsoever, or so fails to make progress or otherwise violates this Contract that completion of services herein specified within the term of this Contract is significantly endangered, and in either of these two instances does not cure such failure within a period of ten (10) calendar days (or such longer period of time as may be authorized by **H-GAC** in writing) after receiving written notice by certified mail of default from **H-GAC**.

In the event of such termination, all services of **CONTRACTOR** and its employees and subcontractors shall cease and **CONTRACTOR** shall prepare a final invoice reflecting the services actually performed pursuant to this Contract which have not

appeared on any prior invoice. Such invoice must be satisfactory to the **END USER** and to the Executive Director of **H-GAC** or his designee. **END USER** reserves the right, in accordance with the terms and conditions of this Contract, to withhold from the payment

RADIO COMMUNICATION/EMERGENCY RESPONSE & MOBILE INTEROPERABLE EQUIPMENT Page 5 of 10

of said invoices for services actually performed and accruing to the benefit of **END USER**, as reflected on invoice, any compensation previously paid and any costs or damages incurred by **END USER** as a result of such default, including incremental costs that **END USER** will incur to have Purchase Order(s) completed by a person other than **CONTRACTOR**. **H-GAC**, in accordance with the terms and conditions of this **Contract**, will invoice **CONTRACTOR** for any order processing charges due, and **CONTRACTOR** agrees to pay said order processing charges.

C. Final Billing In the Event of Termination

CONTRACTOR shall fill all pending orders and then prepare final invoices reflecting the services actually performed pursuant to this **Contract** and to the satisfaction of **H-GAC'S** Executive Director or his designee. **END USER** will pay **CONTRACTOR**, in accordance with the terms and conditions of this **Contract**, for services actually performed and accruing to the benefit of **END USER** less any compensation previously paid. **H-GAC**, in accordance with the terms and conditions of this **Contract**, will invoice **CONTRACTOR** for any order processing charges due, and **CONTRACTOR** agrees to pay said order processing charges.

ARTICLE 19:

GOVERNING LAW & VENUE

This **Contract** shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with the **Contract** shall lie exclusively in Harris County, Texas. Disputes between **END USER** and **CONTRACTOR** are to be resolved in accord with the law and venue rules of the state of purchase. **CONTRACTOR** shall immediately notify **H-GAC** of such disputes.

ARTICLE 20:

CONTRACTOR'S REPRESENTATIVE

CONTRACTOR'S representative(s) shall be the contact person(s) concerning all matters pertaining to **END USER** orders. Any change of representation shall be immediately communicated in written form to **H-GAC** by **CONTRACTOR**.

END USER will remit all payments to **CONTRACTOR** under this **Contract**. Under no circumstances shall checks be made payable to a representative. Should a representative submit invoices to **END USER** for reimbursement of costs relating to an **END USER Purchase Order** for products/services, the Invoice shall be forwarded to **CONTRACTOR**.

ARTICLE 21:

REPORTING REQUIREMENTS

Upon request by **H-GAC**, **CONTRACTOR** shall provide monthly written reports to **H-GAC**. Such reports may include, but are not limited to the following: detailing of all orders received, scheduled production, and scheduled delivery under this contract.

If **CONTRACTOR** fails to submit to **H-GAC** in a timely and satisfactory manner any report or other documentation required by this **Contract**, or otherwise fails to satisfactorily render performances hereunder, such failure may be considered cause for termination of this **Contract**.

ARTICLE 22:

MOST FAVORED CUSTOMER CLAUSE

If **MOTOROLA** at any time during a contract period, routinely enters into agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products offered to **H-GAC** on a basis that provides prices more favorable than those provided to **H-GAC**, **MOTOROLA** shall within ten (10) business days thereafter notify **H-GAC** of that offering. The contract with **H-GAC** shall be deemed to be automatically amended and effective retroactively to the effective date of the most favorable contract, wherein **MOTOROLA** shall provide the same quantity discount to **H-GAC** and its End Users for equal or larger orders purchased the same quantity and under the same circumstances. **H-GAC** shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If **MOTOROLA** believes any apparently more favorable price charged and/or offered a customer during the term of this agreement is not in fact most favored treatment, **MOTOROLA** shall within ten (10) business days notify **H-GAC** in writing, setting forth the detailed reasons **MOTOROLA** believes aforesaid offer which has been deemed to be a most favored treatment, is not in fact most favored treatment. **H-GAC**, after due consideration of such written explanation, may decline to accept such explanation and thereupon the contract between **H-GAC** and **MOTOROLA** shall be automatically amended, effective retroactively, to the effective date of the most favored agreement, to provide the same prices to **H-GAC**.

The most favored price structure set forth in this paragraph shall not apply to any pre-existing contracts Motorola has in the State of Texas. The term "*pre-existing contracts*" shall refer to contracts in existence as of the original effective date of the HGAC contract, i.e. 1/1/08.

The Parties agree that the above MFC provision shall not apply to the sale of large communications systems (one million dollars (\$1,000,000.00) and above). The term "*Communications System*" shall refer to a project that includes the sale of infrastructure hardware and/or software, user devices, and Motorola engineering and installation service. The contract for a "Communication System" will always have a Statement of Work and an Acceptance Test Plan.

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Sig Initial: _____

The Parties accept the following definition of routine. *A prescribed, detailed course of action to be followed regularly; a standard procedure.*

ARTICLE 23:

INDEMNIFICATION

The **CONTRACTOR** agrees, to the extent permitted by law, to defend and hold harmless **H-GAC**, the State of Texas, the United States Government and their respective board members, officers, agents, officials, and employees from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgments, and liens arising as a result of and to the extent caused by the **CONTRACTOR'S** negligent acts or omissions under this Contract, the **CONTRACTOR'S** non-performance of this Contract, or the **CONTRACTOR'S** violation of any law, regulation or other standard incorporated herein. The **CONTRACTOR** shall notify **H-GAC** of the threat of lawsuit or of any actual suit filed against the **CONTRACTOR** relating to this Contract.

• PRODUCT SPECIFIC ARTICLES 24-46 •

ARTICLES 24, 25 AND 26 ARE COMBINED TO READ AS FOLLOWS:

PROCEDURAL STEPS ENUMERATED FOR SALES TO END USERS

1. All Cooperative Purchasing business will be processed in accordance with **H-GAC's** policies and procedures, at contracted prices, and shall include approved order processing charges.
2. **END USER** will access the Cooperative Purchasing Program through the **H-GAC** website and /or by submission of any duly executed purchase order to a contractor having a valid contract with **H-GAC** and in a format acceptable to **H-GAC**.
3. **END USER** will submit order(s) electronically through **CONTRACTOR'S** on-line ordering process or issue Purchase Order(s) directly to **CONTRACTOR** at contract prices, and also submit a copy to **H-GAC**.
4. The **H-GAC CONTRACTOR** will deliver products/services as specified by the contract between **CONTRACTOR** and **H-GAC**, and invoice each **END USER** for (1) products/services purchased and (2) **H-GAC'S** applicable order processing charge.
5. Upon delivery, acceptance, and receipt of an **H-GAC CONTRACTOR's**, documented invoice, **END USER** shall pay the **H-GAC CONTRACTOR** the full amount of the invoice.
6. For orders of less than \$100,000, **CONTRACTOR** will promptly pay to **H-GAC** any order processing charges due, and in any case, not later than sixty (60) calendar days after End User order is processed. Payments will be processed to **H-GAC** on a monthly basis. For orders of \$100,000 or more, **CONTRACTOR** will promptly pay to **H-GAC** any order processing charges due, and in any case, not later than forty-five (45) calendar days after receipt of End User payment by **Motorola**.
7. Failure to promptly remit **H-GAC's** order processing charges may result in sanctions including, but not limited to, contract termination.
8. **CONTRACTOR** shall be responsible for delivery and acceptance of each unit by **END USER**, according to the requirements of the specifications, this Contract, and purchase order issued to **CONTRACTOR** by an **END USER**. All required equipment tests shall be borne by **CONTRACTOR**.
9. **CONTRACTOR** shall promptly provide **H-GAC** and **END USER** with all information pertaining to delivery schedules. **CONTRACTOR** shall also use its best efforts to expedite unit deliveries on shorter notice than set forth in its verification for any specific purchase order when requested.
10. All prices are F.O.B. **END USER'S** location with all transportation charges prepaid and included in any invoice.
11. All pricing shall be based on the current contract unless the **H-GAC CONTRACTOR** prior to receipt of **END USER's** purchase order for delivery of any products/services has received **H-GAC's** prior written approval for any price increases.
12. The **H-GAC CONTRACTOR** agrees to accept the terms of this agreement and to conduct all transactions based on pricing and other terms of the contract including, but not limited to, the applicable **H-GAC** order processing charge. The **CONTRACTOR** agrees to encourage **END USERS** to execute authorizing Interlocal contracts with **H-GAC**.

ARTICLE 27:

PRE-PAYMENTS AND DISCOUNTS

1. Progress and pre-payment discounts offered by **CONTRACTOR** shall be fully disclosed to **END USER** by **CONTRACTOR'S** representative and subsequently listed on the **END USER'S** purchase order to **CONTRACTOR**.

Discounts may be offered by **CONTRACTOR** based on similarly constructed products and quantity purchases. Discounts may be stated in either dollar amount or percentage and shall be applicable to **CONTRACTOR** defined number of similar units.

2. **CONTRACTOR** shall be the sole source of determination as to similar designation.

ARTICLE 28:

LIABILITY INSURANCE

CONTRACTOR shall maintain proof of liability insurance in minimum amounts listed below and shall provide proof of said insurance to **H-GAC** upon request.

General liability	\$1,000,000 per single occurrence
Product liability	\$1,000,000 per single occurrence

Insurance coverage shall be in effect for the length of the contract and any extensions thereof, plus the number of months or days required to deliver any outstanding order after the close of the contract. Contractor shall promptly notify **H-GAC** of cancellation or changes in insurance coverage during the contract period.

ARTICLE 29:

COMPLETION AND LIQUIDATED DAMAGES

(This Article does not apply to this Contract)

ARTICLE 30:

COMPLIANCE WITH PROPOSAL SPECIFICATIONS

The contract herein provides certain details emphasizing the intent of the proposal specifications:

Warranties:

CONTRACTOR'S standard equipment warranty, as revised 4-1-00, shall be made a part of this Contract, a copy of which shall be attached to this Document. **H-GAC** reserves the right to examine the language in this standard warranty and to accept or reject any changes made after this date. **H-GAC** shall hold the **CONTRACTOR** responsible for the execution and effectiveness of all product warranty. **H-GAC** shall look only to the **CONTRACTOR** as the sole source for solution to problems arising from warranty claims. The **CONTRACTOR** agrees to respond directly to correction of warranty claims and to ensure reconciliation of warranty claims which have been assigned to a third party.

Selection of Components:

The selection of quality components shall be determined by the **CONTRACTOR**. Since durability and warranty provisions are an inherent consideration in the selection process, **H-GAC** and the **END USERS** subject themselves to a trust relationship with the **CONTRACTOR** to deliver a product which will comply with standards set for the specified product detail in the proposal specifications.

Contractor's Default:

Should the contractor default in providing the equipment as specified in the specifications, and in this contract, recourse may be exercised through the performance bond or other legal remedies.

Delivery to End User:

CONTRACTOR shall schedule delivery to **END USER** sites in coordination with the relevant **END USER's** site.

Accessories and Options:

All accessories and options listed in the Option Table shall become part of this contract.

ARTICLE 31:

DOCUMENTATION

CONTRACTOR will provide **END USER** Agency complete operating manuals on all equipment ordered.

ARTICLE 32:

MANUFACTURER PRICE DECREASES/INCREASES

1. Except as provided in **ARTICLE 35**, No price increases shall be allowed during the first twelve (12) months of this Contract period.
2. Any request for a price change must be submitted to **H-GAC** on **CONTRACTOR'S** letterhead, must be signed by a corporate officer, and must be received by **H-GAC** at least forty five (45) calendar days prior to the requested effective

- date of the increase.
3. Price increase requests **MUST** be supported by documentation, acceptable to **H-GAC**, concerning **CONTRACTOR'S** actual cost increase.
4. **H-GAC** reserves the right to accept or reject any price change request.

In cases involving contract extensions exceeding sixty-one (61) days beyond the stated expiration date of this Contract, **CONTRACTOR** may request a price change based on the same conditions as stated above. However, the forty-five (45) day prior notice is waived and **H-GAC** will consider the request immediately on receipt.

ARTICLE 33: CONTRACTOR'S FIRMWARE/SOFTWARE

CONTRACTOR provides firmware/software only under license. **END USER** agencies will not own such firmware/software and will be authorized for its use only after proper completion of the **CONTRACTOR'S** Software Agreement Documentation except as **CONTRACTOR** agrees to sell the Source Code to the **END USER**.

ARTICLE 34: SYSTEM PURCHASE AGREEMENT

It is agreed that the scope of this Contract is limited to the procurement of equipment and services defined in Motorola's Proposal Response opened October 4, 2007 in response to the Proposal Specifications. It is further agreed that **END USERS** may use this Contract to purchase systems and/or services. In such event, a separate agreement, making reference to this Contract, may be negotiated between the **CONTRACTOR**, and the **END USER**. Said document shall be entitled, "*System Purchase Agreement*".

Using prices for products and services established in the Proposal Response opened October 4, 2007, each "*System Purchase Agreement*" shall define the associated costs for all such services. The "*System Purchase Agreement*" shall set forth all specific details of the negotiated agreement. It may include, but is not limited to the following: • division of responsibilities, • sites, • surface/subsurface conditions, • system design technical requirements, • performance and schedules, • coverage, • warranties, • installation and implementation, • list of deliverables, • Title and Risk of Loss, • FCC Licensing, • software licensing, • acceptance criteria, • payment terms, • documentation requirements, • changes, • customer delay, • termination for convenience/default, • limitation of liability, • training, • bonds, and • maintenance.

ARTICLE 35: SUBSTITUTIONS AND DEVIATIONS

H-GAC agrees to the substitution of **Contractor's** new published list prices to include new offerings. Along with the price book, **Contractor** will continue to provide a static discount structure to each part using published APC's (assigned product codes) consistent with current discounts. The new pricing, submitted in CD format, will be updated bi-monthly and provide a published sheet containing any changes within the CD format. Upon receipt of the CD, **H-GAC** will notify **Contractor** within five (5) business days if the price increases are not acceptable, or if **H-GAC** requires more information to make the determination.

ARTICLE 36: BLANKET PERFORMANCE BOND
(This Article does not apply to this Contract)

ARTICLE 37: PERFORMANCE BOND ISSUED TO END USER

Optional Performance Bonds may be purchased and issued to the relevant **END USER** for an amount equal to the value of each purchase order.

ARTICLE 38: INSPECTIONS BY H-GAC

CONTRACTOR agrees to provide access to **H-GAC** authorized personnel for inspection of facilities and audit of purchase orders during the Contract period and for a period extending to the completion of any and all equipment ordered under the terms of this contract. Site inspections shall be arranged not less than ten (10) calendar days before said inspections and shall state the name(s) of persons who will conduct the inspections. **CONTRACTOR** shall not incur expenses relating thereto.

ARTICLE 39: PROPOSAL PRICES OFFERED BY CONTRACTOR

The pricing listed in **CONTRACTOR'S** Proposal Response as stated on *Forms D through F* shall be applicable to all products ordered under the terms of this Contract. Additional discounts may be offered at the discretion and sole liability of the **CONTRACTOR**.

ARTICLE 40: CHANGE ORDER PROVISIONS

Texas statutes limit change orders to an amount not exceeding twenty-five (25%) of the proposal price. A decrease of like amount is also provided. For the purpose of **H-GAC** procedures, the proposal price includes the base proposal amount and all priced options submitted with the proposal response.

ARTICLE 41:

ORDER CANCELLATION

In the event **CONTRACTOR** is unable to deliver a product/service by the scheduled delivery date, and the delay is caused by factory production delays exceeding one hundred twenty (120) days from the delivery date set in the purchase order, said product/service shall be subject to possible cancellation by **END USER**.

CONTRACTOR shall notify **END USER** and **H-GAC** of any conditions of Force Majeure that might cause delay in delivery of products/services. [See Article 11: "Force Majeure"]

ARTICLE 42: ASSIGNMENT OR SUBLEASE OF RIGHTS

Neither party shall assign or sublease any rights under this contract without the written consent of the other party. [See Article: "Subcontracts"]

ARTICLE 43: CHANGE OF OWNERSHIP

The **CONTRACTOR** shall notify **H-GAC** of any material change in name, ownership or control. Such notification shall be supplied within ten (10) business days of such change.

ARTICLE 44: NON-COMPETITION CLAUSE

A **CONTRACTOR'S** published or unpublished options may not compete with another **CONTRACTOR'S** base proposal award.

ARTICLE 45: PRODUCER PRICE INDEX APPLIED TO CONTRACT EXTENSIONS

Consideration of any contract extension exceeding sixty-one (61) days beyond the stated expiration date of the original contract period, may be subject to possible increases/decreases in the original proposal prices offered by the **CONTRACTOR**. The price increases/decreases shall not exceed the Producer Price Index (PPI) for the latest available reporting period prior to expiration of the original contract.

The relevant product code, as defined by the criteria of the U. S. Department of Labor's latest reporting period, shall be used to determine the maximum price increase/decrease for the length of the contract extension. **H-GAC** shall establish the date of the latest available report in determining the rate of increase/decrease based on direct communication with the U. S. Department of Labor.

ARTICLE 46:

CONTRACT PERFORMANCE

CONTRACTOR must meet the following performance criteria at all times, and to **H-GAC's** complete satisfaction. Failure to do so may be considered to be non-compliant performance and may result in contract termination at **H-GAC's** sole discretion.

1. **CONTRACTOR** shall maintain sufficient qualified staff to process Purchase Orders, and to respond promptly by telephone, fax, and email.
2. **CONTRACTOR** shall participate in orientation and training as may be required by **H-GAC**.
3. **H-GAC** reserves the right to request that a new Sales Representative be assigned to the contract (Proposal Specifications, General Terms and Conditions).
4. **CONTRACTOR** shall provide toll free line(s) for access by **H-GAC's** End Users.
5. **Motorola** will use commercially reasonable efforts to encourage **H-GAC** End User Participants to purchase contracted items through the **H-GAC** Contract.
6. All Products/services sold and delivered will include all current manufacturer's standard features at no additional charge, and meet all **H-GAC** requirements and specifications in all respects.
7. Scheduled delivery dates will be met in all cases unless prevented by Force Majeure.

This contract, signed in two originals by both parties, shall become effective on the First day of January, 2008 and shall remain in effect for a period ending on the Thirty First day of December, 2009 at Midnight Central Time. The incorporated copies of Proposal Specifications numbered **RA01-08** Terms and Conditions, and Proposaler's Response documents as identified in Article 1, shall become part of this contract.

Signed for **Houston Galveston**
Area Council
Houston, TX

Attest for **Houston Galveston**
Area Council
Houston, TX

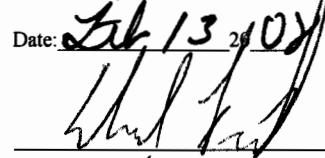
Signed for **Motorola, Inc.**
Farmers Branch, TX

Attest for **Motorola, Inc.**
Farmers Branch, TX


Rick Steele, Executive Director


Deidre Vick, Director of Public Services

Date: Feb 13 2008


Date: 2/12/2008

Printed Name & Title: Edward Fuerst
MSSI Vice President

Patricia Bellamy

Date: 2/12/2008

Printed Name & Title: Territory Administrator

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08 FEB 12 01 51 12
2008

This warranty applies within the fifty (50) United States, the District of Columbia and Canada.

LIMITED WARRANTY MOTOROLA COMMUNICATION PRODUCTS

If the affected product is being purchased pursuant to a written Communications System Agreement signed by Motorola, the warranty contained in that written agreement will apply. Otherwise, the following warranty applies.

I. WHAT THIS WARRANTY COVERS AND FOR HOW LONG:

Motorola Inc. or, if applicable, Motorola Canada Limited ("Motorola") warrants the Motorola manufactured radio communications product, including original equipment crystal devices and channel elements ("Product"), against material defects in material and workmanship under normal use and service for a period of One (1) Year from the date of shipment.

Motorola, at its option, will at no charge either repair the Product (with new or reconditioned parts), replace it with the same or equivalent Product (using new or reconditioned Product), or refund the purchase price of the Product during the warranty period provided purchaser notifies Motorola according to the terms of this warranty. Repaired or replaced Product is warranted for the balance of the original applicable warranty period. All replaced parts of the Product shall become the property of Motorola.

This express limited warranty is extended by Motorola to the original end user purchaser purchasing the Product for purposes of leasing or for commercial, industrial, or governmental use only, and is not assignable or transferable to any other party. This is the complete warranty for the Product manufactured by Motorola. Motorola assumes no obligations or liability for additions or modifications to this warranty unless made in writing and signed by an officer of Motorola. Unless made in a separate written agreement between Motorola and the original end user purchaser, Motorola does not warrant the installation, maintenance or service of the Product.

Motorola cannot be responsible in any way for any ancillary equipment not furnished by Motorola which is attached to or used in connection with the Product, or for operation of the Product with any ancillary equipment, and all such equipment is expressly excluded from this warranty. Because each system which may use the Product is unique, Motorola disclaims liability for range, coverage, or operation of the system as a whole under this warranty.

II. GENERAL PROVISIONS:

This warranty sets forth the full extent of Motorola's responsibilities regarding the Product. Repair, replacement or refund of the purchase price, at Motorola's option, is the exclusive remedy. THIS WARRANTY IS GIVEN IN LIEU OF ALL OTHER EXPRESS WARRANTIES. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL MOTOROLA BE LIABLE FOR DAMAGES IN EXCESS OF THE PURCHASE PRICE OF THE PRODUCT, FOR ANY LOSS OF USE, LOSS OF TIME, INCONVENIENCE, COMMERCIAL LOSS, LOST PROFITS OR SAVINGS OR OTHER INCIDENTAL, SPECIAL,

INDIRECT OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE SUCH PRODUCT, TO THE FULL EXTENT SUCH MAY BE DISCLAIMED BY LAW.

III. HOW TO GET WARRANTY SERVICE:

Purchaser must notify Motorola's representative or call Motorola's Customer Response Center at 1-800-247-2346 within the applicable warranty period for information regarding warranty service.

IV. WHAT THIS WARRANTY DOES NOT COVER:

- A) Defects or damage resulting from use of the Product in other than its normal and customary manner.
- B) Defects or damage from misuse, accident, water, or neglect.
- C) Defects or damage from improper testing, operation, maintenance, installation, alteration, modification, or adjustment.
- D) Breakage or damage to antennas unless caused directly by defects in material workmanship.
- E) A Product subjected to unauthorized Product modifications, disassemblies or repairs (including, without limitation, the addition to the Product of non-Motorola supplied equipment) which adversely affect performance of the Product or interfere with Motorola's normal warranty inspection and testing of the Product to verify any warranty claim.
- F) Product which has had the serial number removed or made illegible.
- G) Batteries (they carry their own separate limited warranty).
- H) Freight costs to the repair depot.
- I) A Product which, due to illegal or unauthorized alteration of the software/firmware in the Product, does not function in accordance with Motorola's published specifications or with the FCC type acceptance labeling in effect for the Product at the time the Product was initially distributed from Motorola.
- J) Scratches or other cosmetic damage to Product surfaces that does not affect the operation of the Product.
- K) That the software in the Product will meet the purchaser's requirements or that the operation of the software will be uninterrupted or error-free.
- L) Normal and customary wear and tear.
- M) Non-Motorola manufactured equipment unless bearing a Motorola Part Number in the form of an alpha numeric number (i.e., TDE6030B).

V. GOVERNING LAW

In the case of a Product sold in the United States and Canada, this Warranty is governed by the laws of the State of Illinois and the Province of Ontario, respectively.

VI. PATENT AND SOFTWARE PROVISIONS:

Motorola will defend, at its own expense, any suit brought against the end user purchaser to the extent that it is based on a claim that the Product or its parts infringe a United States patent, and Motorola will pay those costs and damages finally awarded against the end user purchaser in any such suit which are attributable to any such claim, but such defense and payments are conditioned on the following:

- A) that Motorola will be notified promptly in writing by such purchaser of any notice of such claim;
- B) that Motorola will have sole control of the defense of such suit and all negotiations for its settlement or compromise; and
- C) should the Product or its parts become, or in Motorola's opinion be likely to become, the subject of a claim of infringement of a United States patent, that such purchaser will permit Motorola, at its option and expense, either to procure for such purchaser the right to continue using the Product or its parts or to replace or modify the same so that it becomes non-infringing or to grant such purchaser a credit for the Product or its parts as depreciated and accept its return. The depreciation will be an equal amount per year over the lifetime of the Product or its parts as established by Motorola.

Motorola will have no liability with respect to any claim of patent infringement which is based upon the combination of the Product or its parts furnished hereunder with software, apparatus or devices not furnished by Motorola, nor will Motorola have any liability for the use of ancillary equipment or software not furnished by Motorola which is attached to or used in connection with the Product. The foregoing states the entire liability of Motorola with respect to infringement of patents by the Product or any its parts thereof.

Laws in the United States and other countries preserve for Motorola certain exclusive rights for copyrighted Motorola software such as the exclusive rights to reproduce in copies and distribute copies of such Motorola software. Motorola software may be used in only the Product in which the software was originally embodied and such software in such Product may not be replaced, copied, distributed, modified in any way, or used to produce any derivative thereof. No other use including, without limitation, alteration, modification, reproduction, distribution, or reverse engineering of such Motorola software or exercise of rights in such Motorola software is permitted. No license is granted by implication, estoppel or otherwise under Motorola patent rights or copyrights.

**Attachment A
MOTOROLA, INC.**

**Radio Communication/Emergency Response & Mobile Interoperable Equipment
Contract No.: RA01-08**

Product Code	Manufacturer	Description	Base Offered Price
A&B			
Per the RFP Motorola has included an Electronics Catalogue (ECAT), April 2007 Edition, on a CD media in lieu of listing each individual product and its options. In addition, the discount APC (Accounting Product Code) sheet detailed below is to be used to calculate all individual prices within the ECAT disk.			
D	Service	Motorola Integration Services	
D		Motorola offers wide range of services including Integration, Installation and Training. The cost of these services is regional in nature. Samples below are listed for reference only.	
D		Project Management Daily Rate*	\$1,500
D		System Engineering Daily Rate*	\$1,500
D		System Technologist Daily Rate*	\$1,800
D		Standard Shop Installation: Hourly Rate*	\$125
D		Standard Shop Installation: Daily Rate*	\$850
D		Mobile Radio Installation*	\$150- \$350
D		Radio Programming*	\$45-\$100
D		Data Installation*	\$150-\$350
D		*Prices may vary by Region and Stated Scope. Travel Not Included	

APC DISCOUNTS PER ECAT PRICEBOOK

APC'S	ECAT Category	% Discount
153	Data Applications	15%
297	Data Applications	0%
333	Data Applications	0%
339	Data Applications	0%
879	Data Applications	0%
87	Data Subscriber Devices	0%
137	Data Subscriber Devices	5%
170	Data Subscriber Devices	5%
171	Data Subscriber Devices	10%
225	Data Subscriber Devices	10%
312	Data Subscriber Devices	20%
343	Data Subscriber Devices	22%
508	Data Subscriber Devices	10%
708	Data Subscriber Devices	10%

736	Data Subscriber Devices	22%
855	Data Subscriber Devices	10%
214	Fixed Data Products	10%
275	Fixed Data Products	10%
224	Fixed Data Products	10%
403	Fixed Data Products	10%
469	Fixed Data Products	10%
499	Fixed Data Products	10%
222	Fixed Network Equipment	0%
381	Fixed Network Equipment	5%
403	Fixed Network Equipment	10%
218	Fixed Stations	20%
281	Fixed Stations	18.50%
301	Fixed Stations	20%
360	Fixed Stations	15%
448	Fixed Stations	20%
509	Fixed Stations	20%
512	Fixed Stations	23%
537	Fixed Stations	20%
590	Fixed Stations	20%
595	Fixed Stations	15%
675	Fixed Stations	20%
676	Fixed Stations	20%
680	Fixed Stations	20%
780	Fixed Stations	0%
793	Fixed Stations	10%
207	Fixed Station Accessories	10%
273	Fixed Station Accessories	10%
277	Fixed Station Accessories	20%
301	Fixed Station Accessories	20%
524	Fixed Station Accessories	15%
525	Fixed Station Accessories	15%
687	Fixed Station Accessories	18%
207	Fixed Station Antenna Systems	10%
118	Fixed Station Controls	15%

124	Fixed Station Controls	15%
129	Fixed Station Controls	20%
202	Fixed Station Controls	15%
207	Fixed Station Controls	10%
228	Fixed Station Controls	30%
229	Fixed Station Controls	5%
261	Fixed Station Controls	5%
322	Fixed Station Controls	15%
377	Fixed Station Controls	10%
404	Fixed Station Controls	20%
443	Fixed Station Controls	18.50%
448	Fixed Station Controls	20%
454	Fixed Station Controls	15%
708	Fixed Station Controls	10%
729	Fixed Station Controls	0%
740	Fixed Station Controls	10%
291	Mobile Accessories	15%
554	Mobile Accessories	15%
644	Mobile Accessories	15%
103	Mobile Stations	20%
109	Mobile Stations	15%
185	Mobile Stations	0%
189	Mobile Stations	15%
276	Mobile Stations	18.50%
287	Mobile Stations	10.00%
374	Mobile Stations	15%
412	Mobile Stations	10%
500	Mobile Stations	20%
514	Mobile Stations	18%
518	Mobile Stations	18%
672	Mobile Stations	20%
775	Mobile Stations	15%
776	Mobile Stations	20%
792	Mobile Stations	0%
869	Mobile Stations	20%
131	Network Products	10%
147	Network Products	10%

207	Network Products	10%
136	Pager/Receiver	10%
169	Pagers	10%
15	Portable Radiophone (Portables)	15%
177	Portable Radiophone (Portables)	15%
185	Portable Radiophone (Portables)	0%
205	Portable Radiophone (Portables)	25%
276	Portable Radiophone (Portables)	18.50%
320	Portable Radiophone (Portables)	20%
355	Portable Radiophone (Portables)	0%
407	Portable Radiophone (Portables)	25%
453	Portable Radiophone (Portables)	20%
476	Portable Radiophone (Portables)	20%
672	Portable Radiophone (Portables)	20%
687	Portable Radiophone (Portables)	18%
721	Portable Radiophone (Portables)	20%
749	Portable Radiophone (Portables)	15%
841	Portable Radiophone (Portables)	15%
232	Radioware Solutions	20%
129	Radius Products	20%
159	Radius Products	20%
169	Radius Products	20%
185	Radius Products	0%
262	Radius Products	20%
271	Radius Products	20%
291	Radius Products	20%

362	Radius Products	20%
372	Radius Products	20%
417	Radius Products	20%
433	Radius Products	20%
456	Radius Products	20%
457	Radius Products	20%
459	Radius Products	20%
476	Radius Products	20%
515	Radius Products	20%
547	Radius Products	20%
554	Radius Products	20%
555	Radius Products	20%
577	Radius Products	20%
644	Radius Products	20%
682	Radius Products	20%
706	Radius Products	20%
742	Radius Products	20%
744	Radius Products	20%
780	Radius Products	20%
785	Radius Products	20%
793	Radius Products	20%
795	Radius Products	20%
136	Receivers	10%
509	Receivers	20%
512	Receivers	23%
743	Receivers	15%
137	Secure Solutions	5%
201	Secure Solutions	5%
229	Secure Solutions	5%
424	Secure Solutions	15%
443	Secure Solutions	15%
462	Secure Solutions	5%
524	Secure Solutions	15%
525	Secure Solutions	15%
195	Software Upgrades/Flashport	0%
371	Software Upgrades/Flashport	0%
430	Software Upgrades/Flashport	20%
647	Software Upgrades/Flashport	0%
729	Software Upgrades/Flashport	0%
823	Software Upgrades/Flashport	0%
39	Trunking Products and Systems	10%
40	Trunking Products and Systems	15%

41	Trunking Products and Systems	10%
85	Trunking Products and Systems	15%
112	Trunking Products and Systems	15%
115	Trunking Products and Systems	10%
152	Trunking Products and Systems	5%
277	Trunking Products and Systems	20%
280	Trunking Products and Systems	18.50%
281	Trunking Products and Systems	18.50%
377	Trunking Products and Systems	10%
495	Trunking Products and Systems	15%
593	Trunking Products and Systems	23%
647	Trunking Products and Systems	0%
708	Trunking Products and Systems	10%
877	Trunking Products and Systems	18.50%
37	Wireless Mobility	5%
38	Wireless Mobility	5%
484	Wireless Mobility	5%
563	Wireless Mobility	5%
606	Wireless Mobility	15%
683	Wireless Mobility	15%
832	Wireless Mobility	10%
977	Wireless Mobility	5%

SYSTEM PURCHASE AGREEMENT

THIS AGREEMENT ("Agreement"), made and entered into this ____ day of ____, ____by and between Motorola Inc., a Delaware corporation duly authorized to conduct business in the State of Texas ("Motorola" or "Seller"), the Houston-Galveston Area Council, a body corporate and politic ("H-GAC") and _____, a body corporate and politic ("Purchaser").

WITNESSETH:

WHEREAS, the Purchaser desires to purchase a Communications System; and

WHEREAS, Motorola desires to sell a Communications System to Purchaser; and

WHEREAS, H-GAC, acting as the agent for various local governmental entities who are "End Users" under interlocal agreements (including the Purchaser) has solicited quotations for radio communications equipment and conducted discussions with Motorola concerning its proposal and, where applicable, in accordance with the competitive procurement procedures of Texas law; and

WHEREAS, H-GAC and Motorola entered into that certain Radio Communications Equipment & Systems Agreement dated as of January 1, 2008 (the "Contract"), which provided that End Users may purchase radio communications equipment from Motorola pursuant to certain terms contained therein; and

WHEREAS, pursuant to Article 34 of the Contract, Purchaser, Motorola and Purchaser now wish to enter into this System Purchase Agreement to delineate the specific terms of the purchase of radio communications equipment from Motorola by the Purchaser.

THEREFORE, the parties hereby enter into an agreement pursuant to which Motorola shall perform the work and furnish the equipment and services as more fully set forth herein and in the following exhibits, which are either attached hereto or incorporated by reference and hereby made a part of this Agreement:

Exhibit A General Provisions.

Exhibit B Motorola Software License.

Exhibit C Motorola's Statement of Work, System Description, Acceptance Test Plan, and Equipment List all dated _____.

Exhibit D Motorola/H-GAC Radio Communications Equipment & Systems Agreement dated January 1, 2008.

Exhibit E Motorola Enhanced System Support Statement of Work ("ESS Plan")

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

Section 1 SCOPE OF WORK

A. Motorola shall furnish all of the equipment as outlined in Exhibit C and provide the tools, supplies, labor and supervision necessary for the installation of the items purchased in accordance with Exhibit C.

B. In addition to responsibilities described in the Statement of Work, Purchaser shall perform the following coincident with the performance of this Agreement:

- (1) Provide a designated Project Director.
- (2) Provide ingress and egress to Purchaser's facilities and/or sites as requested by Motorola and have such facilities available for installation of the equipment to be installed.
- (3) Provide adequate telephone lines (including modem access and adequate interfacing networking capabilities) for the installation and operation of the equipment.
- (4) Provide adequate AC Power at 117 VAC + 10%, 60 Hz for the installation and operation of the equipment.
- (5) Provide a designated work area with adequate heat and light, and a secure storage area for equipment delivered to the Purchaser. The Purchaser shall be solely liable for loss or damage to equipment prior to, during and following installation when such equipment is on or within Purchaser's facilities and/or vehicles.

Section 2 SITES

This Agreement is predicated on the utilization of sites and site configurations, which have been selected either by the Purchaser or by Motorola as contained in the Motorola proposal. In either situation, should it be determined by either Motorola or Purchaser during the course of performance on this Agreement that the sites or configuration selected are no longer available or desired, new or replacement sites or configuration will be selected and approved by both Motorola and the Purchaser. If any price adjustments are necessary as a result of these new or replacement sites, such price adjustments will be added to this Agreement by change order in accordance with Section 4 of the General Provisions.

Section 3 SUBSURFACE/STRUCTURAL CONDITIONS

This Agreement and the Motorola proposal are predicated upon normal soil conditions defined by E.I.A. standard RS-222 (latest revision). Should Motorola encounter subsurface, structural, and/or latent conditions at any site differing from those, indicated on the specifications, or as used in the preparation of the bid price, the Purchaser will be given immediate notice of such conditions before they are further disturbed. Thereupon, Motorola and the Purchaser shall promptly investigate the conditions and, if found to be different, will adjust the plans and/or specifications as may be necessary. Any changes that cause an adjustment in the contract price or in time required for the performance of any part of the contract shall result in a contract modification in accordance with Section 4 of the General Provisions.

Section 4 PERIOD OF PERFORMANCE

- A. Motorola projects that it will be able to obtain final acceptance and completion of the Acceptance Test Plan within _____ days after the contract is signed by all parties. A more detailed timeline shall be provided to Purchaser after the design review and customer kick-off meeting.
- B. Whenever Motorola knows or reasonably should know that any actual or potential condition due to circumstances beyond its control is delaying or threatens to delay the timely performance of the work, Motorola shall within thirty (30) days give Purchaser notice thereof and may request an extension of time to perform the work.
- C. In order to successfully integrate and implement this project, shipments will be made F.O.B. Destination to Purchaser facilities, local Motorola staging facilities, warehousing facilities, or any combination thereof. It is agreed that this plan is acceptable to Purchaser and that Motorola will advise prior to shipment of actual destination and that purchaser will accept shipment, and make payment as required by this Agreement.
- D. It is also agreed that equipment shipping dates reflected in this agreement or in Motorola proposals are estimates only, and that shipment may be made at any time prior to, or subsequent to these estimated shipping dates.

Section 5 ACCEPTANCE CRITERIA

- A. Motorola will test the Communications System in accordance with the Acceptance Test Plan. System acceptance will occur upon the successful completion of such testing ("System Acceptance") at which time both parties shall promptly execute a certificate of system acceptance. If the Acceptance Test Plan includes separate tests for individual subsystems, both parties shall promptly execute certificates of subsystem acceptance upon the successful completion of testing of such subsystems. Minor omissions or variances in performance which do not materially affect the operation of the Communications System as a whole will not postpone System Acceptance. Purchaser and Motorola will jointly prepare a list of such omissions and variances which Motorola will correct according to an agreed upon schedule.
- B. Motorola agrees to notify Purchaser when the Communications System is ready for acceptance testing. Motorola and Purchaser agree to commence acceptance testing within ten (10) business days after receiving such notification. If testing is delayed for reasons within the control of Purchaser or its employees, contractors, agents or consultants for more than ten (10) business days after notification, final payment will be due within thirty (30) days after such notification and the Warranty Period will commence immediately.
- C. Motorola may, but is not obligated to, issue written authorization for Purchaser to use the Communications System or its subsystem(s) for limited training or testing purposes, prior to the completion of testing by Motorola. Any use of the Communications System without prior written authorization by Motorola shall constitute System Acceptance.

Section 6 PAYMENT SCHEDULE

A. Motorola agrees to sell all of the equipment and perform the services as outlined in the Scope of Work, and Purchaser agrees to buy the aforementioned equipment and services for the sum of _____ (\$_____), including the H-GAC administration fee of \$_____. The final price may be adjusted by change orders approved pursuant to Statement of Work attached hereto as Exhibit "C".

B. Payments to Motorola shall be made according to the following milestones:

1. 20% of the total contract price is due when Purchaser executes this Agreement;
2. 60% of the total contract price will be invoiced immediately after the Equipment is shipped from Motorola's facilities;
3. 10% of the total contract price will be invoiced immediately after the Equipment is installed at the sites specified in the Exhibits; and
4. 10% of the total contract price will be invoiced immediately after System Acceptance.

C. In the event of failure or delay by the Purchaser in providing sites, space, approvals, licenses, or any other Purchaser obligations required preceding delivery of Motorola equipment, it is agreed that Motorola, at its sole discretion, may ship equipment as planned and that the Purchaser will accept the equipment and make payment in accordance with the terms of this Agreement. Any additional costs incurred by Motorola for storage of equipment will be invoiced and paid by Purchaser.

D. Payments to Motorola shall be made as follows:

- (i) Motorola will post the delivery date into HGACbuy.com.
- (ii) Motorola shall immediately forward an invoice for the payment requested in Section 6(B) above to Purchaser.
- (iii) Purchaser shall pay the Motorola invoice within thirty (30) calendar days of receipt.

E. Payment of H-GAC's administrative fee:

Motorola will pay H-GAC in accordance with the payment terms of Contract No. RA01-08.

F. **TERM.** Unless terminated in accordance with other provisions of this Agreement or extended by mutual agreement of the Parties, the term of this Agreement begins on the date as set forth above and continues until the date of Final Project Acceptance or expiration of the Warranty Period, whichever occurs last.

Section 7 PROJECT MANAGEMENT

A. If the size or complexity of the project warrants, Motorola will assign a Project Manager, who is authorized to exercise technical direction of this project. Motorola, at any time, may designate a new or alternate Project Manager with written notice to Purchaser and H-GAC.

B. All matters affecting the terms of this Agreement or the administration thereof shall be referred to Motorola's cognizant Contract Administrator who shall have authority to negotiate changes in or amendments to this Agreement.

Section 8 NOTICE ADDRESSES

A. Motorola, Inc.
6450 Sequence Drive
San Diego, Ca 92121
Attn.: Law Department

B.

C. Houston-Galveston Area Council
3555 Timmons Lane, Suite 500
Houston, Texas 77027
Attn.: Public Services Manager

Section 9 ORDER OF PRECEDENCE

In the event of an inconsistency in this Agreement, the inconsistency shall be resolved in the following order:

Exhibit A General Provisions.

Exhibit B Motorola Software License.

Exhibit C Motorola's Statement of Work, System Description, Acceptance Test Plan and Equipment List.

Exhibit E Motorola Enhanced System Support Statement of Work ("ESS Plan")

Exhibit D Motorola/H-GAC Radio Communications Equipment & Systems Agreement dated January 1, 2008.

Section 10 DISPUTES

Motorola and the Purchaser will attempt to settle any claim or controversy arising out of this Agreement through consultation and negotiation in good faith and a spirit of mutual cooperation. If those attempts fail, then the dispute will be mediated by a mutually acceptable mediator to be chosen by Motorola and the Purchaser within thirty (30) days after written notice by one of the parties demanding non-binding mediation. Neither party may unreasonably withhold consent to the selection of a mediator, and Motorola and the Purchaser will share the cost of the mediation.

equally. By mutual agreement, however, Motorola and Purchaser may postpone mediation until both parties have completed some specified but limited discovery about the dispute. The parties may also agree to replace mediation with some other form of non-binding alternate dispute resolution procedure ("ADR").

Any dispute which cannot be resolved between the parties through negotiation or mediation within two (2) months of the date of the initial demand for it by one of the parties may then be submitted to a court of competent jurisdiction in Texas. Both Motorola and Purchaser consent to jurisdiction over it by such a court. The use of any ADR procedures will not be considered under the doctrine of laches, waiver or estoppel to affect adversely the rights of either party. Nothing shall prevent either of the parties from resorting to the judicial proceedings mentioned in this paragraph if (a) good faith efforts to attempt resolution of the dispute under these procedures have been unsuccessful or (b) interim relief from the court is necessary to prevent serious and irreparable injury to one of the parties or others.

Section 11 SEVERABILITY

If any portion of this Agreement or any exhibits hereto is held to be invalid, such provision or portion of such provision shall be considered severable, and the remainder of this Agreement shall not be affected.

Section 12 HEADINGS AND SECTION REFERENCES

The headings given to the paragraphs are inserted for convenience only and are in no way to be construed as part of this Agreement or as a limitation of the scope of the particular paragraph to which the heading refers.

Section 13 FULL AGREEMENT

This Agreement and its Exhibits constitute the final expression of the agreement of the parties and supersedes all previous agreements and understandings, whether written or oral, relating to the work. This Agreement may not be altered, amended, or modified except by written instrument signed by duly authorized representatives of the parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the last day and year written below.

MOTOROLA, INC.

PURCHASER

By: _____
(Signature)

By: _____
(Signature)

Name: _____
(Print - Block Letters)

Name: _____
(Print - Block Letters)

Title: _____
(Print - Block Letters)

Title: _____
(Print - Block Letters)

Date: _____

Date: _____

**EXHIBIT A
GENERAL PROVISIONS
MOTOROLA, INC.**

Section 1 STANDARDS OF WORK

Motorola agrees that the performance of work described in this Agreement and pursuant to this Agreement shall be done in a professional manner and shall conform to professional standards. All packaging and packing shall be in accordance with good commercial practice.

Section 2 TAXES

The prices set forth in the Agreement are exclusive of any amount for Federal, State or Local excise, sales, lease, gross income service, rental, use, property, occupation or similar taxes. If any taxes are determined applicable to this transaction or Motorola is required to pay or bear the burden thereof, the Purchaser agrees to pay to Motorola the amount of such taxes and any interest or penalty thereon no later than thirty (30) days after receipt of an invoice therefor.

Section 3 SHIPPING, TITLE AND RISK OF LOSS

All sales and deliveries are F.O.B. Destination. Motorola reserves the right to make deliveries in installments and the Agreement shall be severable as to such installments. Title to the equipment shall pass to the Purchaser upon receipt at the F.O.B. Destination. After delivery to the F.O.B. Destination, risk of loss and damage to the articles shall be borne by the Purchaser. The above notwithstanding, title to software and any third party supplied software shall not pass upon payment of the license fee therefor or under any circumstances.

Section 4 CHANGES IN THE WORK

A. The Purchaser may, at any time, by written order, make changes within the general scope of the work, including but not limited to revisions of, or additions to, portions of the work, or changes in method of shipment or packaging and place of delivery.

B. If any order under this Section 4 causes an increase or decrease in the cost of or time required for the performance of any part of the work under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified in writing accordingly. Motorola is not obligated to comply with any order hereunder unless and until the parties reach agreement as to the aforementioned equitable adjustment and same is reflected as an addendum to this Agreement.

Section 5 LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability whether for breach of contract, warranty, negligence, indemnification, strict liability in tort or otherwise, is limited to the price of the particular products or services sold hereunder with respect to which losses or damages are claimed. Purchaser's sole remedy is to request Motorola at Motorola's option to either refund the purchase price, repair or replace product(s) that are not as warranted. IN NO EVENT WILL MOTOROLA BE LIABLE FOR ANY LOSS OF USE, LOSS OF TIME, INCONVENIENCE, COMMERCIAL LOSS, LOST PROFITS OR SAVINGS OR OTHER INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES TO THE FULL EXTENT SUCH MAY BE DISCLAIMED BY LAW. No action shall be brought for any breach of this contract more than one (1) year after the accrual of such cause of action except for money due upon an open account.

Section 6 EXCUSABLE DELAYS

A. Neither Motorola nor the Purchaser shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but are not be limited to, acts of God; fire; strikes; material shortages; compliance with laws or regulations; riots; acts of war; or any other conditions beyond the reasonable control of the party or parties.

B. Delays as identified herein may cause an impact on the Period of Performance stated in the Agreement. Such delays will be subject to an Agreement addendum as described in Section 4.

Section 7 DEFAULT

A. If Motorola is wholly responsible for failure to make delivery or complete installation under the Agreement, the Purchaser may consider Motorola to be in default, unless such failure has been caused by the conditions set forth in Section 6 of these General Provisions.

B. The Purchaser shall give Motorola written notice of such default and Motorola shall have thirty (30) days to provide a plan of action to cure the default. If Motorola fails to cure the default, the Purchaser may terminate any unfulfilled portion of this Agreement or complete the system through a third party. In the event the Purchaser completes the system through a third party, Motorola shall be responsible for an amount in excess of the Agreement price, not to exceed the value of the terminated portion, incurred by the Purchaser in completing the system to a capability not exceeding that specified in the Agreement. IN THE EVENT OF DEFAULT, MOTOROLA SHALL NOT BE LIABLE FOR ANY INCIDENTAL, LIQUIDATED, SPECIAL OR CONSEQUENTIAL DAMAGES.

Section 8 DELAYS BY PURCHASER

If the Purchaser is responsible for delays which cause the installation and acceptance of this system, to be rescheduled beyond the Period of Performance set forth in the Agreement, the Purchaser shall be liable for actual costs incurred by Motorola resulting from these delays. Such charges may include, but are not limited to, additional Engineering; rescheduling charges; storage charges; maintenance charges; and transportation charges. The Purchaser shall have the option to attempt to minimize actual costs incurred by storing and transporting equipment at its own expense.

Section 9 LICENSES/AUTHORIZATION

The Purchaser is solely responsible for obtaining any licenses or other authorizations required by the Federal Communications Commission and for complying with FCC rules. Neither Motorola nor any of its employees is an agent or representative of the Purchaser in FCC matters or otherwise. Motorola, however, may assist in the preparation of the license application at no charge to the Purchaser. Purchaser acknowledges that project implementation is predicated on receipt of proper FCC licensing.

Section 10 INDEMNIFICATION

Motorola agrees to and hereby indemnifies and saves Purchaser and/or H-GAC harmless from all liabilities, judgments, costs, damages and expenses which may accrue against, be charged to, or recovered from the Purchaser and/or H-GAC by reason of or on account of damage to the tangible property of the Purchaser or the property of, injury to, or death of any person, to the extent and in the proportion that such damage or injury is caused by Motorola's negligent acts or omissions or that of its employees, subcontractors, or agents while on the premises of the Purchaser during the delivery and installation of the communications equipment. IN NO EVENT WILL MOTOROLA BE LIABLE FOR INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES.

Section 11 EQUIPMENT COMPATIBILITY; PRODUCT SUPPORT

Motorola agrees that the equipment, will perform in accordance with the specifications and representations stated in Motorola's Proposal and Equipment List included in this Agreement. This Agreement does not extend to the performance of the equipment as a part of a larger system generally nor specifically to equipment in combination with products, elements or components not supplied by Motorola.

Motorola will use commercially reasonable efforts to provide replacement parts for Motorola manufactured subscriber equipment for five (5) years and for Motorola manufactured fixed infrastructure equipment for seven (7) years, both from the date of last manufacture. Motorola reserves the right to supply either assemblies or piece parts.

Section 12 WARRANTIES

A. **WARRANTY PERIOD.** Upon System Acceptance, the System Functionality representation described below is fulfilled. The Equipment and Motorola Software is warranted for a period of one (1) year after System Acceptance ("Warranty Period") in accordance with the applicable limited warranties shown below. In no event will the warranty period last longer than eighteen (18) months after the Equipment and Software is shipped from Motorola. Purchaser must notify Motorola in writing if Equipment or Motorola Software does not conform to these warranties no later than one month after the expiration of the Warranty Period.

B. **SYSTEM FUNCTIONALITY.** Motorola represents that the Communications System will satisfy the functional requirements in Exhibit C. Upon System Acceptance, this System Functionality representation is fulfilled. After System Acceptance, the Equipment Warranty set forth below, the Software Warranty set forth in the Software License Agreement, and the ESS Plan will apply.

Motorola will not be responsible for performance deficiencies of the System caused by ancillary equipment not furnished by Motorola attached to or used in connection with the System provided hereunder. Additionally, Motorola will not be responsible for System performance when the functionality is reduced for reasons beyond Motorola's control including, but not limited to, i) an earthquake, adverse atmospheric conditions or other natural causes; ii) the construction of a building that adversely affects the microwave path reliability or RF coverage; iii) the addition of additional frequencies at System sites that cause RF interference or intermodulation; iv) Purchaser changes to load usage and/or configuration outside the parameters specified in Exhibit C; v) any other act of parties who are beyond Motorola's control, including Purchaser or its employees, contractors, consultants or agents.

C. **EQUIPMENT WARRANTY.** Motorola warrants the Equipment against material defects in material and workmanship under normal use and service during the Warranty Period. Unless otherwise specified in writing, the Warranty Period for non-Motorola manufactured Equipment will be as stated in this Section. At no additional charge and at its option, Motorola will either repair the defective Equipment, replace it with the same or equivalent Equipment, or refund the purchase price of the defective Equipment, and such action on the part of Motorola will be the full extent of Motorola's liability hereunder. Repaired or replaced Equipment is warranted for the balance of the original applicable warranty period. All replaced parts of the Equipment shall become the property of Motorola.

THIS WARRANTY DOES NOT APPLY TO

- a) Defects or damage resulting from use of the Equipment in other than its normal and customary manner.
- b) Defects or damage occurring from misuse, accident, water or neglect.

- c) Defects or damage occurring from testing, maintenance, installation, alteration, modification, or adjustment not provided by Motorola pursuant to this Communications System Agreement.
- d) Breakage of or damage to antennas unless caused directly by defects in material or workmanship.
- e) Equipment that has been subjected to unauthorized modifications, disassembly or repairs (including the addition to the Equipment of non-Motorola supplied equipment if not authorized by Motorola) which adversely affect performance of the Equipment or interfere with Motorola's normal warranty inspection and testing of the Equipment to verify any warranty claim.
- f) Equipment that has had the serial number removed or made illegible.
- g) Batteries (because they carry their own separate limited warranty).
- h) Freight costs to the repair depot.
- i) Equipment that has been subject to illegal or unauthorized alteration of the software/firmware in the Equipment.
- j) Scratches or other cosmetic damage to Equipment surfaces that does not affect the operation of the Equipment.
- k) Software.
- l) Normal or customary wear and tear.

D. Motorola Software Warranty. Motorola Software is warranted in accordance with the terms of the Software License Agreement attached as Exhibit B.

E. These express limited warranties as set forth in this Section are extended by Motorola to the original end user purchasing or leasing the System for commercial, industrial, or governmental use only, and are not assignable or transferable. These are the complete warranties for the Equipment and Software provided pursuant to this Agreement.

F. THESE WARRANTIES ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT WILL MOTOROLA BE LIABLE FOR DAMAGES IN EXCESS OF THE PURCHASE PRICE OF THE EQUIPMENT. IN NO EVENT WILL MOTOROLA BE LIABLE FOR ANY LOSS OF USE, LOSS OF TIME, INCONVENIENCE, COMMERCIAL LOSS, LOST PROFITS OR SAVINGS OR OTHER INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES

ARISING OUT OF THE USE OR INABILITY TO USE THE EQUIPMENT, TO THE FULL EXTENT SUCH MAY BE DISCLAIMED BY LAW.

Section 13 CONFIDENTIAL INFORMATION

Motorola proprietary computer programs will be released in accordance with the Software License provisions set forth elsewhere, if applicable. All other material and information of confidential nature marked Motorola PROPRIETARY and CONFIDENTIAL will be released as necessary under the following conditions:

- (1) Purchaser shall exercise reasonable and prudent measures to keep these items in confidence.
- (2) Purchaser shall not disclose these items to third parties without prior written permission, unless Motorola makes them public or Purchaser learns them rightfully from sources independent of Motorola, or it is required by law to be disclosed.
- (3) Motorola, where necessary, retains the right to prescribe specific security measures for the Purchaser to follow to maintain the confidentiality.

In the event disclosure of such information is necessary, a separate Non-Disclosure Agreement will be required.

Section 14 SOFTWARE LICENSE

A. Motorola Software. Any Motorola Software furnished will be licensed to Purchaser solely according to the terms and restrictions of the Software License Agreement attached as Exhibit B. Purchaser hereby accepts all of the terms and restrictions of the Software License Agreement.

B. Non-Motorola Software. Any Non-Motorola Software furnished by Motorola will be subject to the terms and restrictions of its copyright owner unless such copyright owner has granted to Motorola the right to sublicense such Non-Motorola Software, in which case the Software License Agreement (including any addendum to satisfy such copyright owner's requirements) shall apply.

Section 15 PATENT INDEMNIFICATION

Motorola will defend at its expense any suit brought against Customer to the extent it is based on a third party claim alleging that the Equipment manufactured by Motorola or the Motorola Software infringes upon the third party's United States patent or copyright ("Infringement Claim"), and Motorola will indemnify Customer for those costs and damages finally awarded against Customer for an Infringement Claim. Motorola's duties to defend and indemnify are conditioned upon: Customer promptly notifying Motorola in writing of the Infringement Claim; Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and Customer providing to Motorola cooperation and, if requested by Motorola, reasonable assistance in the defense of the Infringement Claim.

If an Infringement Claim occurs, or in Motorola's opinion is likely to occur, Motorola may at its option and expense procure for Customer the right to continue using the Equipment or Motorola Software, replace or modify it so that it becomes non-infringing while providing functionally equivalent performance, or grant Customer a credit for the Equipment or Motorola Software as depreciated and accept its return. The depreciation amount will be calculated based upon generally accepted accounting standards for such Equipment and Motorola Software.

Motorola will have no duty to defend or indemnify for any Infringement Claim that is based upon the combination of the Equipment or Motorola Software with any software, apparatus or device not furnished by Motorola; the use of ancillary equipment or software not furnished by Motorola and that is attached to or used in connection with the Equipment or Motorola Software; any Equipment that is not Motorola's design or formula; a modification of the Motorola Software by a party other than Motorola; or the failure by Customer to install an enhancement release to the Motorola Software that is intended to correct the claimed infringement. The foregoing states the entire liability of Motorola with respect to infringement of patents and copyrights by the Equipment, Motorola Software, or any of their parts.

Section 16 DISCLAIMER OF PATENT LICENSE

Nothing contained in this Agreement shall be deemed to grant, either directly or by implication, estoppel, or otherwise, any license under any patents or patent applications of Motorola, except that Purchaser shall have the normal non-exclusive royalty-free license to use that is implied, or otherwise arises by operation of law, in the sale of a product.

Section 17 WAIVER

Failure or delay on the part of Motorola or Purchaser to exercise right or power hereunder shall not operate as a waiver thereof.

Section 18 GOVERNING LAW

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

Section 19 ASSIGNABILITY

The Agreement may not be assigned by any party hereto other than Motorola may assign this order to one of its Subsidiaries as in the normal course of business.

Exhibit B

Software License Agreement

This Exhibit B, Software License Agreement ("Agreement") is between Motorola, Inc., ("Motorola"), and _____ ("Licensee").

For good and valuable consideration, the parties agree as follows:

Section 1 DEFINITIONS

1.1 "Designated Products" means products provided by Motorola to Licensee with which or for which the Software and Documentation is licensed for use.

1.2 "Documentation" means product and software documentation that specifies technical and performance features and capabilities, and the user, operation and training manuals for the Software (including all physical or electronic media upon which such information is provided).

1.3 "Open Source Software" means software with either freely obtainable source code, license for modification, or permission for free distribution.

1.4 "Open Source Software License" means the terms or conditions under which the Open Source Software is licensed.

1.5 "Primary Agreement" means the agreement to which this exhibit is attached.

1.6 "Security Vulnerability" means a flaw or weakness in system security procedures, design, implementation, or internal controls that could be exercised (accidentally triggered or intentionally exploited) and result in a security breach such that data is compromised, manipulated or stolen or the system damaged.

1.7 "Software" (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by Motorola; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

Section 2 SCOPE

Motorola and Licensee enter into this Agreement in connection with Motorola's delivery of certain proprietary Software or products containing embedded or pre-loaded proprietary Software, or both. This Agreement contains the terms and conditions of the license Motorola is providing to Licensee, and Licensee's use of the Software and Documentation.

Section 3 GRANT OF LICENSE

3.1. Subject to the provisions of this Agreement and the payment of applicable license fees, Motorola grants to Licensee a personal, limited, non-transferable (except as permitted in Section 7) and non-exclusive license under Motorola's copyrights and Confidential Information (as defined in the Primary Agreement) embodied in the Software to use the Software, in object code form, and the Documentation solely in connection with Licensee's use of the Designated Products. This Agreement does not grant any rights to source code.

3.2. If the Software licensed under this Agreement contains or is derived from Open Source Software, the terms and conditions governing the use of such Open Source Software are in the Open Source Software Licenses of the copyright owner and not this Agreement. If there is a conflict between the terms and conditions of this Agreement and the terms and conditions of the Open Source Software Licenses governing Licensee's use of the Open Source Software, the terms and conditions of the license grant of the applicable Open Source Software Licenses will take precedence over the license grants in this Agreement. If requested by Licensee, Motorola will use commercially reasonable efforts to: (i) determine whether any Open Source Software is provided under this Agreement; (ii) identify the Open Source Software and provide Licensee a copy of the applicable Open Source Software License (or specify where that license may be found); and, (iii) provide Licensee a copy of the Open Source Software source code, without charge, if it is publicly available (although distribution fees may be applicable).

Section 4 LIMITATIONS ON USE

4.1. Licensee may use the Software only for Licensee's internal business purposes and only in accordance with the Documentation. Any other use of the Software is strictly prohibited. Without limiting the general nature of these restrictions, Licensee will not make the Software available for use by third parties on a "time sharing," "application service provider," or "service bureau" basis or for any other similar commercial rental or sharing arrangement.

4.2. Licensee will not, and will not allow or enable any third party to: (i) reverse engineer, disassemble, peel components, decompile, reprogram or otherwise reduce the Software or any portion to a human perceptible form or otherwise attempt to recreate the source code; (ii) modify, adapt, create derivative works of, or merge the Software; (iii) copy, reproduce, distribute, lend, or lease the Software or Documentation to any third party, grant any sublicense or other rights in the Software or Documentation to any third party, or take any action that would cause the Software or Documentation to be placed in the public domain; (iv) remove, or in any way alter or obscure, any copyright notice or other notice of Motorola's proprietary rights; (v) provide, copy, transmit, disclose, divulge or make the Software or Documentation available to, or permit the use of the Software by any third party or on any machine except as expressly authorized by this Agreement; or (vi) use, or permit the use of, the Software in a manner that would result in the production of a copy of the Software solely by activating a machine containing the Software. Licensee may make one copy of Software to be used solely for archival, back-up, or disaster recovery purposes; *provided* that Licensee may not operate that copy of the Software at the same time as the original Software is being operated. Licensee may make as many copies of the Documentation as it may reasonably require for the internal use of the Software.

4.3. Unless otherwise authorized by Motorola in writing, Licensee will not, and will not enable or allow any third party to: (i) install a licensed copy of the Software on more than one unit of a Designated Product; or (ii) copy onto or transfer Software installed in one unit of a Designated Product onto only one other device. Licensee may temporarily transfer Software installed on a Designated Product to another device if the Designated Product is inoperable or malfunctioning, if Licensee provides written notice to Motorola of the temporary transfer and identifies the device on which the Software is transferred. Temporary transfer of the Software to another device must be discontinued when the original Designated Product is returned to operation and the Software must be removed from the other device. Licensee must provide prompt written notice to Motorola at the time temporary transfer is discontinued.

4.4. When using Motorola's Radio Service Software ("RSS"), Licensee must purchase a separate license for each location at which Licensee uses RSS. Licensee's use of RSS at a licensed location does not entitle Licensee to use or access RSS remotely. Licensee may make one copy of RSS for each licensed location. Licensee shall provide Motorola with a list of all locations at which Licensee uses or intends to use RSS upon Motorola's request.

4.5. Licensee will maintain, during the term of this Agreement and for a period of two years thereafter, accurate records relating to this license grant to verify compliance with this Agreement. Motorola or an independent third party ("Auditor") may inspect Licensee's premises, books and records, upon reasonable prior notice to Licensee, during Licensee's normal business hours and subject to Licensee's facility and security regulations. Motorola is responsible for the payment of all expenses and costs of the Auditor. Any

information obtained by Motorola and the Auditor will be kept in strict confidence by Motorola and the Auditor and used solely for the purpose of verifying Licensee's compliance with the terms of this Agreement.

Section 5 OWNERSHIP AND TITLE

Motorola, its licensors, and its suppliers retain all of their proprietary rights in any form in and to the Software and Documentation, including, but not limited to, all rights in patents, patent applications, inventions, copyrights, trademarks, trade secrets, trade names, and other proprietary rights in or relating to the Software and Documentation (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, emulations to or derivative works from the Software or Documentation, whether made by Motorola or another party, or any improvements that result from Motorola's processes or, provision of information services). No rights are granted to Licensee under this Agreement by implication, estoppel or otherwise, except for those rights which are expressly granted to Licensee in this Agreement. All intellectual property developed, originated, or prepared by Motorola in connection with providing the Software, Designated Products, Documentation or related services, remains vested exclusively in Motorola, and Licensee will not have any shared development or other intellectual property rights.

Section 6 LIMITED WARRANTY; DISCLAIMER OF WARRANTY

6.1. The commencement date and the term of the Software warranty will be a period of ninety (90) days from Motorola's shipment of the Software (the "Warranty Period"). If Licensee is not in breach of any of its obligations under this Agreement, Motorola warrants that the unmodified Software, when used properly and in accordance with the Documentation and this Agreement, will be free from a reproducible defect that eliminates the functionality or successful operation of a feature critical to the primary functionality or successful operation of the Software. Whether a defect occurs will be determined by Motorola solely with reference to the Documentation. Motorola does not warrant that Licensee's use of the Software or the Designated Products will be uninterrupted, error-free, completely free of Security Vulnerabilities, or that the Software or the Designated Products will meet Licensee's particular requirements. Motorola makes no representations or warranties with respect to any third party software included in the Software.

6.2 Motorola's sole obligation to Licensee and Licensee's exclusive remedy under this warranty is to use reasonable efforts to remedy any material Software defect covered by this warranty. These efforts will involve either replacing the media or attempting to correct significant, demonstrable program or documentation errors or Security Vulnerabilities. If Motorola cannot correct the defect within a reasonable time, then at Motorola's option, Motorola will replace the defective Software with functionally-equivalent Software, license to Licensee substitute Software which will accomplish the same objective, or terminate the license and refund the Licensee's paid license fee.

6.3. Warranty claims are described in the Primary Agreement.

6.4. The express warranties set forth in this Section 6 are in lieu of, and Motorola disclaims, any and all other warranties (express or implied, oral or written) with respect to the Software or Documentation, including, without limitation, any and all implied warranties of condition, title, non-infringement, merchantability, or fitness for a particular purpose or use by Licensee (whether or not Motorola knows, has reason to know, has been advised, or is otherwise aware of any such purpose or use), whether arising by law, by reason of custom or usage of trade, or by course of dealing. In addition, Motorola disclaims any warranty to any person other than Licensee with respect to the Software or Documentation.

Section 7 TRANSFERS

Licensee will not transfer the Software or Documentation to any third party without Motorola's prior written consent. Motorola's consent may be withheld at its discretion and may be conditioned upon transferee

paying all applicable license fees and agreeing to be bound by this Agreement. If the Designated Products are Motorola's radio products and Licensee transfers ownership of the Motorola radio products to a third party, Licensee may assign its right to use the Software (other than RSS and Motorola's FLASHport® software) which is embedded in or furnished for use with the radio products and the related Documentation; *provided* that Licensee transfers all copies of the Software and Documentation to the transferee, and Licensee and the transferee sign a transfer form to be provided by Motorola upon request, obligating the transferee to be bound by this Agreement.

Section 8 TERM AND TERMINATION

8.1 Licensee's right to use the Software and Documentation will begin when the Primary Agreement is signed by both parties and will continue for the life of the Designated Products with which or for which the Software and Documentation have been provided by Motorola, unless Licensee breaches this Agreement, in which case this Agreement and Licensee's right to use the Software and Documentation may be terminated immediately upon notice by Motorola.

8.2 Within thirty (30) days after termination of this Agreement, Licensee must certify in writing to Motorola that all copies of the Software have been removed or deleted from the Designated Products and that all copies of the Software and Documentation have been returned to Motorola or destroyed by Licensee and are no longer in use by Licensee.

8.3 Licensee acknowledges that Motorola made a considerable investment of resources in the development, marketing, and distribution of the Software and Documentation and that Licensee's breach of this Agreement will result in irreparable harm to Motorola for which monetary damages would be inadequate. If Licensee breaches this Agreement, Motorola may terminate this Agreement and be entitled to all available remedies at law or in equity (including immediate injunctive relief and repossession of all non-embedded Software and associated Documentation unless Licensee is a Federal agency of the United States Government).

Section 9 UNITED STATES GOVERNMENT LICENSING PROVISIONS

This Section applies if Licensee is the United States Government or a United States Government agency. Licensee's use, duplication or disclosure of the Software and Documentation under Motorola's copyrights or trade secret rights is subject to the restrictions set forth in subparagraphs (c)(1) and (2) of the Commercial Computer Software-Restricted Rights clause at FAR 52.227-19 (JUNE 1987), if applicable, unless they are being provided to the Department of Defense. If the Software and Documentation are being provided to the Department of Defense, Licensee's use, duplication, or disclosure of the Software and Documentation is subject to the restricted rights set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 (OCT 1988), if applicable. The Software and Documentation may or may not include a Restricted Rights notice, or other notice referring to this Agreement. The provisions of this Agreement will continue to apply, but only to the extent that they are consistent with the rights provided to the Licensee under the provisions of the FAR or DFARS mentioned above, as applicable to the particular procuring agency and procurement transaction.

Section 10 CONFIDENTIALITY

Licensee acknowledges that the Software and Documentation contain Motorola's valuable proprietary and Confidential Information and are Motorola's trade secrets, and that the provisions in the Primary Agreement concerning Confidential Information apply.

Section 11 LIMITATION OF LIABILITY

The Limitation of Liability provision is described in the Primary Agreement.

Section 12 NOTICES

Notices are described in the Primary Agreement.

Section 13 GENERAL

13.1. **COPYRIGHT NOTICES.** The existence of a copyright notice on the Software will not be construed as an admission or presumption of publication of the Software or public disclosure of any trade secrets associated with the Software.

13.2. **COMPLIANCE WITH LAWS.** Licensee acknowledges that the Software is subject to the laws and regulations of the United States and Licensee will comply with all applicable laws and regulations, including export laws and regulations of the United States. Licensee will not, without the prior authorization of Motorola and the appropriate governmental authority of the United States, in any form export or re-export, sell or resell, ship or reship, or divert, through direct or indirect means, any item or technical data or direct or indirect products sold or otherwise furnished to any person within any territory for which the United States Government or any of its agencies at the time of the action, requires an export license or other governmental approval. Violation of this provision is a material breach of this Agreement.

13.3. **ASSIGNMENTS AND SUBCONTRACTING.** Motorola may assign its rights or subcontract its obligations under this Agreement, or encumber or sell its rights in any Software, without prior notice to or consent of Licensee.

13.4. **GOVERNING LAW.** This Agreement is governed by the laws of the United States to the extent that they apply and otherwise by the internal substantive laws of the State to which the Software is shipped if Licensee is a sovereign government entity, or the internal substantive laws of the State of Illinois if Licensee is not a sovereign government entity. The terms of the U.N. Convention on Contracts for the International Sale of Goods do not apply. In the event that the Uniform Computer Information Transaction Act, any version of this Act, or a substantially similar law (collectively "UCITA") becomes applicable to a party's performance under this Agreement, UCITA does not govern any aspect of this Agreement or any license granted under this Agreement, or any of the parties' rights or obligations under this Agreement. The governing law will be that in effect prior to the applicability of UCITA.

13.5. **THIRD PARTY BENEFICIARIES.** This Agreement is entered into solely for the benefit of Motorola and Licensee. No third party has the right to make any claim or assert any right under this Agreement, and no third party is deemed a beneficiary of this Agreement. Notwithstanding the foregoing, any licensor or supplier of third party software included in the Software will be a direct and intended third party beneficiary of this Agreement.

13.6. **SURVIVAL.** Sections 4, 5, 6.3, 7, 8, 9, 10, 11 and 13 survive the termination of this Agreement.

13.7. **ORDER OF PRECEDENCE.** In the event of inconsistencies between this Exhibit and the Primary Agreement, the parties agree that this Exhibit prevails, only with respect to the specific subject matter of this Exhibit, and not the Primary Agreement or any other exhibit as it applies to any other subject matter.

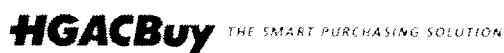
13.8 **SECURITY.** Motorola's Information Assurance Policy addresses the issue of security. Motorola uses reasonable means in the design and writing of its own Software and the acquisition of third party Software to limit Security Vulnerabilities. While no software can be guaranteed to be free from Security Vulnerabilities, if a Security Vulnerability is discovered, Motorola will take the steps set forth in Section 6 of this Agreement.

Exhibit C
Technical and Implementation Documents

Exhibit D

Motorola/H-GAC Radio Communications Equipment & Systems Agreement

Exhibit E



GENERAL PURPOSE
& EMERGENCY
VEHICLES

COMMUNICATIONS
EQUIPMENT &
SERVICES

GROUNDS
FACILITIES & PARKS
EQUIPMENT

PUBLIC
WORKS
EQUIPMENT

EMERGENCY
EQUIPMENT
& SUPPLIES

CONSULTING
LEASING & STAFFING
SERVICES

GREEN
INFORMATION

COOPERATIVE
ENERGY
PURCHASING

You are here: [Home](#) > [Radio Communication Equipment](#)

COMMUNICATIONS EQUIPMENT & SERVICES

RADIO COMMUNICATION EQUIPMENT

Contract No.: RA01-08

Effective Date: January 1, 2008 thru December 31, 2009

A wide variety of Radio Communication/Emergence Response & Mobile Interoperable Equipment is available thru the H-GAC Cooperative Purchasing Program. Please contact the appropriate supplier to discuss your needs, and to obtain a price quotation based on the H-GAC contract.

CONTRACTORS / PRODUCTS & SERVICES OFFERED

BearCom Operating L L C

Icom Land Mobile Radios, Portable & Mobile Radios, Base Stations, and Trunking systems. BearCom QuickSite 1000, Mobile Command station. BearCom Field Technician and Bench Technician services for installation, testing, training, obtaining certifications, repairs, etc.

Communications Applied Technology

C-AT First Responder Radio Intercom Systems (RS) - Wireless and Wired Configurations. Portable Radio Interoperability Interface (Portable Incident Commanders' Radio Interface (ICRI)). Mobile Radio Interoperability Interface with satellite and VoIP Capabilities (Rackmounted/Mobile Incident Commanders' Radio Interface (ICRI)).

Bailey & Wells Communications

M/A-Com, Complete line of Wireless systems, Product and Services. Conventional, Trunked, Project 25, EDACS, ProVoice, Interop Systems

Daniels Electronics

Daniels Electronics MT-3 and MT-4 series of Land Mobile Radio Systems are built up from the radio modules (e.g. transmitters and receivers) on the submitted price list which are custom configured to create radio base stations and repeaters based on the customer's requirements. Daniels supplies both analog and P25 digital systems. Bands supported, VHF Lowband, VHF Highband, VHF AM, UHF and L-Band.

EF Johnson

Land Mobile Radios Analog and Digital, New 700/800 MHz Series, Base Stations Analog and Digital, Communication Control Console Systems, Portable Radios Analog and Digital, P25 Trunking Radio Systems, Multi-Site Trunking/Voting Receivers, Network Interface Unit (NIU)

Icom America

Icom, Portables F11/F21 - Analog 12.5/25kHz, F14/F24 - Analog 12.5/25kHz, F3021/F4021 - Analog 12.5/25kHz, F33G/F43G - Analog 12.5/25kHz, F43TR - Analog 12.5/25kHz, LTR trunking, Passport (2 G) trunking, F50/F60 - Analog 12.5/25kHz.

Radio also available thru Bliss Communications and Houston Communications.

JPS Communications

Interoperability Solutions. Scalable and field configurable systems that provide a true SIP-based gateway to digitally converge your existing radio systems with SIP telephones, networks, and devices. Advanced training for JPS products and services.

Motorola

Mobile and Portie radios, Basestations, Trunking Systems, Dispatch Consoles, Mobile Data Systems, Mobile Data Subscribers, Mobile Computing Devices, Broadband Wireless Mesh Infrastructure and Subscribers, Video and Biometrics, Radio Infrastructure (Towers, Shelters, UPSs and Generators) Trailers/Deployables, Generators, UPS's, Radio Equipment Project Management, System Engineering, System Technologist, Training

Positron

VENDOR CONTACTS

BearCom Operating LLC

Linda Bonner
(P): 281-476-4302
(F): 214-355-0783
[Click here for Email](#)

Bliss Communications

Debra Brooks
(P): 713-630-0452
(F): 713-630-0043
[Click here for Email](#)

Communications-Applied Technology

Josie Leyman-Elias
(P): 800-229-3925
(F): 703-471-4428
[Click here for Email](#)

Bailey and Wells Communications, Inc.

Dwight Stickle
(P): 800-728-4398
[Click here for Email](#)

Daniels Electronics Ltd.

Gary Ranson
(P): 800-664-4066
(F): 877-250-0004
[Click here for Email](#)

EF Johnson Co.

Larry Miller
(P): 800-328-3911
(F): 972-810-0039
[Click here for Email](#)

Houston Communications

Joel Mills
(P): 281-491-1616
(F): 281-491-1727
[Click here for Email](#)

Icom America, Inc.

Eisi Tamara
(P): 800-306-1403
[Click here for Email](#)

JPS Communications, Inc.

Marcia Gatlin
(P): 919-865-1219
[Click here for Email](#)

Motorola Inc.

George M. Ebelit
(P): 281-802-2643
(F): 281-955-7801
[Click here for Email](#)

Positron Public Safety Systems Corp.

Scott MacIwen
(P): 514-345-2200
[Click here for Email](#)

ReIm Wireless Corporation

Shari Sharp
(P): 800-648-0947
(F): 321-676-4403
[Click here for Email](#)

Science Applications International (SAIC)

The Technology Series "T5" system is an advanced Communication Console System capable of supporting a variety of customers and communication interfaces. The design includes fault-tolerant and self-healing technology to prevent any single-point failure from interrupting system operation. Positron can provide Project Management, System Design and Architecture, System Deployment, Installation, Training, Maintenance and Technical Support Services to the proposed products.

Yami Alfaro-Gunion
(P): 415-202-1839
[Click here for Email](#)

H-GAC CONTACTS

Reim Wireless

RELM - 6K RADIO Land Mobiles, Portables, Base Station, Repeaters & Rapid Deployment Repeaters

LaWanda James
(P): 713-993-4536 , Ext: 4536
(F): 713-993-4546
lawanda.james@h-gac.com

Science Applications International (SAIC)

IPS - IC4U/AC3S Mobile Command Module Emergency Response Shelters, Onus - Situater Situation Mgmt. Software platform for security, safety and emergency services. SYS Technologies - Vigilyx Incident Management System. Skyport Global Communications, Inc. - Emergency satellite communications for voice, data and internet. SAIC - Integration services. Visiphor - Bvlynte integration software. Hunter Research - Workflow documentation, web services, database integration and queries.

[Back to top](#)

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AI-16229

8.J.

**CRS-2(Cationic Rapid Setting) Emulsified Asphalt (All Funding Sources)
CC CONSENT**

Date: 08/18/2009
Submitted By: Sandy Suarez, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department

Information

CAPTION

Requesting authority to advertise and approval of procurement packet (i.e. specifications/requirements, legal notice, draft requirement agreement etc.) as attached hereto for:"Hidalgo County-CRS-2 (Cationic Rapid Setting)Emulsified Asphalt (All Funding Sources) Bid No. 2009-200-09-09SGS.

BACKGROUND

- 1) Current Contract to expire on December 14,2009
 - 2) Proposed Schedule of Events:
 - a) 1st Advertisement-August 22, 2009
 - b) 2nd Advertisement-August 29, 2009
 - c) Bid Opening Date-September 09,2009
-

Fiscal Impact

FISCAL YEAR: 2009	ACCT. #: 9-1201-431-00-121-005-0-673
FUNDS AVAILABLE Y/N?: Y	MATCHING FUNDS Y/N?: N
BUDGETARY IMPACT:	
\$69,131.03 available funding as of 08/13/2009. rc	

FISCAL YEAR: 2009	ACCT. #: 9-1202-431-00-122-006-0-673
FUNDS AVAILABLE Y/N?: Y	MATCHING FUNDS Y/N?: N
BUDGETARY IMPACT:	
\$82,727.90 available funding as of 08/13/2009. rc	

FISCAL YEAR: 2009	ACCT. #: 9-1203-431-00-123-005-0-673
FUNDS AVAILABLE Y/N?: Y	MATCHING FUNDS Y/N?: N
BUDGETARY IMPACT:	
\$80,427.55 available funding as of 08/13/2009. rc	

FISCAL YEAR: 2009	ACCT. #: 9-1204-431-00-124-007-0-673
FUNDS AVAILABLE Y/N?: Y	MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

\$33,468.52 available funding as of 08/13/2009. rc

Attachments

Link: [procurement packet](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	08/12/2009 04:42 PM	APRV
2	Budget & Management	Erika Zamora	08/13/2009 08:38 AM	APRV
3	Rosalinda Cantu	Rosie Cantu	08/13/2009 04:59 PM	APRV
4	Auditor's Office		08/14/2009 05:30 PM	NEW

Form Started By: Sandy Suarez
Started On: 06/25/2009 11:32 AM
Final Approval Date: 08/14/2009



PURCHASING DEPARTMENT County Of Hidalgo

MEMORANDUM

60 PM
EXTENS

TO: Hon. Sylvia Handy, Commissioner
Hidalgo County Precinct No. 1
ATTN: Noe Montes, Assistant Administrator

Hon. Joe M. Flores, Commissioner
Hidalgo County Precinct No. 3
ATTN: Mr. Saul Ramirez, Field Operations Foreman

TO: Hon. Hector "Tito" Palacios, Commissioner
Hidalgo County Precinct No. 2
ATTN: Mr. Ricardo Cuellar, Field Operations Foreman

Hon. Oscar Garza Jr., Commissioner
Hidalgo County Precinct No. 4
ATTN: Mr. Juan Carranza, Chief Administrator

FROM: Cris Villareal, Buyer *C.V.*
Hidalgo County Purchasing Department

DATE: June 9, 2009

RE: RFB- "CRS-2 Emulsified Asphalt for Hidalgo County Project"

Please be advised that the specifications for the above referenced project are being sent to all Precincts, so as to start initiating the process to bid out.

Please make any changes, additions or deletions (if any) and/or indicate if these specifications meet all your requirements by signing below and marking approve or disapprove and return back by Tuesday, June 16, 2009.

If you have any questions, please call me at 318-2626.

APPROVE ☒

DISAPPROVE ☐

FUNDS AVAILABILITY: ☒ Yes ☐ No ☐ Other (specify) _____

BUDGET ACCOUNT #: 9-1201-431-02-121-0250-673 PRECINCT NO: 1

Noe Montes
AUTHORIZED SIGNATURE

Noe Montes
PRINTED NAME

6/12/09
DATE

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 318-2629 OR (956) 292-7612.

7/15/09
All



PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM

*Mr. Cuellar
Please Review
& let me know
if you have any
concerns &
we know
THANK
JP
6/22/09*

TO: Hon. Sylvia Handy, Commissioner
Hidalgo County Precinct No. 1
ATTN: Noe Montes, Assistant Administrator

Hon. Joe M. Flores, Commissioner
Hidalgo County Precinct No. 3
ATTN: Mr. Saul Ramirez, Field Operations Foreman

TO: Hon. Hector "Tito" Palacios, Commissioner
Hidalgo County Precinct No. 2
ATTN: Mr. Ricardo Cuellar, Field Operations Foreman

Hon. Oscar Garza Jr., Commissioner
Hidalgo County Precinct No. 4
ATTN: Mr. Juan Carranza, Chief Administrator

FROM: Cris Villarreal, Buyer *CN- / Sandra*
Hidalgo County Purchasing Department

DATE: June 9, 2009

RE: RFB- "CRS-2 Emulsified Asphalt for Hidalgo County Project"

Please be advised that the specifications for the above referenced project are being sent to all Precincts, so as to start initiating the process to bid out.

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If you have any questions, please call me at 318-2626.

APPROVE ☒

DISAPPROVE ☐

FUNDS AVAILABILITY: ☒ Yes ☐ No ☐ Other (specify) _____

BUDGET ACCOUNT #: 9-1202-431-00-122-0060-673 PRECINCT NO: 2

Ricardo Cuellar
AUTHORIZED SIGNATURE

RICARDO CUELLAR
PRINTED NAME

6-22-09
DATE

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 318-2629 OR (956) 292-7612.



PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM

TO: Hon. Sylvia Handy, Commissioner
Hidalgo County Precinct No. 1
ATTN: Noe Montes, Assistant Administrator

Hon. Joe M. Flores, Commissioner
Hidalgo County Precinct No. 3
ATTN: Mr. Saul Ramirez, Field Operations Foreman

TO: Hon. Hector "Tito" Palacios, Commissioner
Hidalgo County Precinct No. 2
ATTN: Mr. Ricardo Cuellar, Field Operations Foreman

Hon. Oscar Garza Jr., Commissioner
Hidalgo County Precinct No. 4
ATTN: Mr. Juan Carranza, Chief Administrator

FROM: Cns Villarreal, Buyer *CN*
Hidalgo County Purchasing Department

DATE: June 9, 2009

RE: RFB- "CRS-2 Emulsified Asphalt for Hidalgo County Project"

Please be advised that the specifications for the above referenced project are being sent to all Precincts, so as to start initiating the process to bid out.

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If you have any questions, please call me at 318-2626.

APPROVE ☐

DISAPPROVE ☐

FUNDS AVAILABILITY: ☒ Yes ☐ No ☐ Other (specify) _____

BUDGET ACCOUNT #: 9-1203-431-00-125-005-0675 PRECINCT NO: 3

Joe M. Flores
AUTHORIZED SIGNATURE

Joe M. Flores
PRINTED NAME

06/10/09
DATE

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 318-2629 OR (956) 292-7612.



PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM

TO: Hon. Sylvia Handy, Commissioner
Hidalgo County Precinct No. 1
ATTN: Noe Montes, Assistant Administrator

TO: Hon. Hector "Tito" Palacios, Commissioner
Hidalgo County Precinct No. 2
ATTN: Mr. Ricardo Cuellar, Field Operations Foreman

FROM: Cris Villameal, Buyer *C.V.*
Hidalgo County Purchasing Department

Hon. Joe M. Flores, Commissioner
Hidalgo County Precinct No. 3
ATTN: Mr. Saul Ramirez, Field Operations Foreman

Hon. Oscar Garza Jr., Commissioner
Hidalgo County Precinct No. 4
ATTN: Mr. Juan Carranza, Chief Administrator

DATE: June 9, 2009

RE: RFB- "CRS-2 Emulsified Asphalt for Hidalgo County Project"

Please be advised that the specifications for the above referenced project are being sent to all Precincts, so as to start initiating the process to bid out.

Please make any changes, additions or deletions (if any) and/or indicate if these specifications meet all your requirements by signing below and marking approve or disapprove and return back by Tuesday, June 16, 2009.

If you have any questions, please call me at 318-2626.

APPROVE ☒

DISAPPROVE ☐

FUNDS AVAILABILITY: ☒ Yes ☐ No ☐ Other (specify) _____

BUDGET ACCOUNT #: 9-1204-431-00-124-007-0-673 PRECINCT NO: 4

Juan M. Carranza
AUTHORIZED SIGNATURE

Juan M. Carranza
PRINTED NAME

6-22-09
DATE

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 318-2629 OR (956) 292-7612.

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

EXHIBIT "A"
HIDALGO COUNTY (ALL FUNDING SOURCES)
"CRS-2 (CATIONIC RAPID SETTING) EMULSIFIED ASPHALT"
BID NO.: 2009-200-09-09-SGS

1. SPECIFICATIONS:

INFORMATION/ INSTRUCTIONS TO BIDDERS:

The purchase of **CRS-2 (CATIONIC RAPID SETTING) EMULSIFIED ASPHALT** will be only on an **"As Needed Basis"** by Hidalgo County, (all funding sources, i.e. CIP, CAP and R&B).

- **MATERIAL:** CRS-2 (CATIONIC RAPID SETTING) EMULSIFIED ASPHALT
- **INCREMENTS:** BID PRICE SHOULD BE IN INCREMENTS OF 1,000 UP TO 5,000 GALLONS
- **SPECIAL CONDITIONS:** BID PRICE BY THE GALLON (FREIGHT TO BE INCLUDED). VENDOR MUST SUPPLY PUMP AND HOSE (FOR UNLOADING).

LOCATIONS, CONTACTS AND DELIVERY INSTRUCTIONS:

PRECINCT NO. 1	PRECINCT NO. 2	PRECINCT NO. 3	PRECINCT NO. 4
MILE 11 N. and 1 ½ miles W. from FM 1015 Sunrise Hill Park Weslaco, TX. 78596	301 E. State Pharr, TX. 78577	7 Mile line and Iowa Rd. Mission, TX. 78572	1102 N. Doolittle Edinburg, TX. 78541
CONTACT:	CONTACT:	CONTACT:	CONTACT:
Joseph Palacios, Chief Administrator (956) 968-8733	Ricardo Cuellar, Field Operations Director (956) 787-1891	Saul Ramirez, Field Operations Director (956) 585-4509	Juan Carranza, Chief Administrator (956) 383-3112

- Delivery hours will be arranged with the Precincts when requiring **CRS-2 (CATIONIC RAPID SETTING) EMULSIFIED ASPHALT**. Hidalgo County reserves the right to add or delete locations (pits) throughout the contract term.

2. TERMS & CONDITION:

1. The contract term will be for a period of six (6) months with County's option to extend the contract for additional six (6) months based on performance, evaluation and contingent upon terms, conditions and cost remaining unchanged, and/or sixty (60) day grace period at the end of the contract for unforeseen delays on subsequent contract award. It is agreed and understood that Hidalgo County will purchase no more material than is needed. Prices must remain firm during the contract period unless modifications are agreed and approved by Hidalgo County Commissioner's Court.
2. 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.

EXHIBIT "A"
HIDALGO COUNTY (ALL FUNDING SOURCES)
"CRS-2 (CATIONIC RAPID SETTING) EMULSIFIED ASPHALT"
BID NO.: 2009-200-09-09-SGS

3. Hidalgo County reserves the right to award the bid to ONE or MULTIPLE bidders, if the County determines it is in the best interest of the County to do so.
4. The Contract for the material shall remain in effect until **a)** contract expires, **b)** delivery/completion of services ordered , **c)** terminated by either party with a thirty (30) day written notice prior to any cancellation. The successful bidder must state in writing the reasons for such cancellation. Hidalgo County reserves the right to award canceled contract to next lowest bidder as it deems to be in the best interest of the County.
5. Insurance requirements must be met and a copy of the Certificate of Insurance (Acord form) must be submitted to the Purchasing Department prior to any services being performed by the awarded bidder. Insurance requirements for this project to be maintained throughout the contract term.(refer to insurance requirements in ("Exhibit C"))
6. Continuing non-performance of the bidder in terms of specifications shall be basis for the termination of the contract by the County. The County shall not pay for work, equipment, supplies or services which are unsatisfactory. Vendors will be given a reasonable opportunity before termination to correct the deficiencies.
7. In the event the material furnished does not meet the County's requirements (regardless of weather, test acceptability, method of repair or other conditions), the County reserves the option to require the material supplier to replace or to reimburse the County for unused portion of material found to be unsatisfactory.
8. Hidalgo County reserves the right to seek purchases for **"CRS-2 (Cationic Rapid Setting) Emulsified Asphalt"** from state awarded venders, whenever it is in the best interest of the County to do so.
9. All cost and expenses associated with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.
10. Bidder(s) have been in business for as least two (2) years.
11. Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.
12. Bidder(s) agrees that to the extent an item is unavailable from Bidders(s) own inventory, Bidder(s) will be responsible for locating an alternative supplier and for providing the product or service to Hidalgo County.

EXHIBIT "A"
HIDALGO COUNTY (ALL FUNDING SOURCES)
"CRS-2 (CATIONIC RAPID SETTING) EMULSIFIED ASPHALT"
BID NO.: 2009-200-09-09-SGS

REQUIREMENTS:

- The successful bidder shall not deliver products or provide services without a Hidalgo County Purchase Order, signed by an authorized agent of the Hidalgo County Purchasing Department.
- The successful bidder agrees to abide by all applicable state laws, regulations and be in compliance with all OSHA rules and requirements.
- Bidder will provide all labor, machinery and equipment, tools and materials required to render services.

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.

EXHIBIT "A"
HIDALGO COUNTY (ALL FUNDING SOURCES)
"CRS-2 (CATIONIC RAPID SETTING) EMULSIFIED ASPHALT"
BID NO.: 2009-200-09-09-SGS

- 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.

Further information required for this project can be addressed to, Sandy Suarez, Buyer, Hidalgo County Purchasing Department (956) 318-2626. Hidalgo County is requesting that any and all questions, inquiries, and clarifications regarding quotes, bids, proposals, or statement of qualifications be addressed to: Martha L. Salazar, Purchasing Agent, 2812 S. Business Highway 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE (956)318-2629 or (956)292-7612 OR VIA E-MAIL TO: sandy.suarez@co.hidalgo.tx.us by NO LATER THAN, WEDNESDAY, SEPTEMBER 02, 2009 by 5:00 P.M. Responses will be sent to all applicants via e-mail by no later than, **FRIDAY, SEPTMEBER 04, 2009 by 5:00 P.M.**

LEGAL NOTICE

REQUEST FOR BIDS

HIDALGO COUNTY (ALL FUNDING SOURCES)

“CRS-2 (CATIONIC RAPID SETTING)

EMULSIFIED ASPHALT”

BID NO: 2009-200-09-09-SGS

BID OPENING DATE:

September 09, 2009

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2812 S. Bus Hwy 281- New Administration Building
Mailing/Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

956 318-2626

Form HCPD-03

LEGAL NOTICE

1. Sealed bids will be received for **"HIDALGO COUNTY - CRS-2 (CATIONIC RAPID SETTING) EMULSIFIED ASPHALT"** 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-2009-200-09-09-SGS "HIDALGO COUNTY- CRS-2 (CATIONIC RAPID SETTING) EMULSIFIED ASPHALT"** and in County's Purchasing Department, 2812 S. Business Highway 281, Edinburg, Texas, **ON OR BEFORE 9:30 A.M., WEDNESDAY, September 09, 2009.** **NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO "REQUEST FOR BIDS: 2009-200-09-09-SGS".** Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County.
3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."
4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.
5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.
6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.
8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.
9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.
10. County reserves the right to accept or reject any or all bids.
11. Costs are to be net F.O.B., County Prepaid.
12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.
13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.
14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit 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 - CRS-2 (CATIONIC RAPID SETTING) EMULSIFIED ASPHALT”**. 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 Pct 1- Joseph Palacios (956)968-8733
 - Hidalgo County Pct 2- Ricardo Cuellar (956)787-1891
 - Hidalgo County Pct 3- Saul Ramirez (956)585-4509
 - Hidalgo County Pct 4- Juan Carranza (956)383-3112

17. **SCHEDULE OF EVENTS:**

Bid Opening, 9:30 AM	<u>September 09, 2009</u>
Award of Contract	_____, 2009
Commence Work or Deliver Products	_____, 2009

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

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

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

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

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

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

19. **ETHICAL STANDARDS:**

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

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

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

20. **DISCLOSURE OF CONFLICT OF INTEREST:**

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

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

COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE B

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.
22. Bids, and all goods and services provided there under, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.
23. Minimum Standards for Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:
 - Possess or is able to obtain adequate financial resources as required to perform under the bid;
 - Be able to comply with the required or proposed delivery schedule;
 - Have a satisfactory record of performance;
 - Have a satisfactory record of integrity and ethics;
 - Be otherwise qualified and eligible to receive an award.
24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.
25. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty 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 (ALL FUNDING SOURCES)
“CRS-2 (CATIONIC RAPID SETTING) EMULSIFIED ASPHALT”
BID NO.: 2009-200-09-09-SGS**

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

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

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

Bidder agrees that this bid shall be good and may not be withdrawn for a period of thirty (30) 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 be submitted with Bid Packet)

REQUIREMENTS AGREEMENT
C-09-000-00-00

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

WHEREAS, Buyer has solicited proposals for the supply of its requirements of Hidalgo County **"CRS-2 (Cationic Rapid Setting) Emulsified Asphalt,"** as further described in Exhibit "A" Request for Bid (RFB) Procurement Packet, which are attached hereto and incorporated herein by reference for all purposes (the **"RFB"**) for a period of six (6) months; 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 **"CRS-2 (Cationic Rapid Setting) Emulsified Asphalt"** in the **areas** of **HIDALGO COUNTY** projects for a period of **six (6) months** from **DATE to DATE** with the option to renew for an additional six (6) months. Prior to expiration of term of contract, County may extend this agreement for an additional sixty (60) days grace period. (If applicable) **under** the same rates, terms, and condition, and it is agreed that the Products **will meet** the specifications **set forth** in Exhibit "A" hereto.

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

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

4. County and Seller agree that either party may terminate this contract upon thirty (30) days written notice at any time for any reason or no reason at all.

5. General Provisions.

a. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so

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

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

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

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

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

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

If to Seller: _____

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time

as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the 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.

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

ATTEST:

Arturo Guajardo, Jr., County Clerk
Date: _____

VENDOR'S NAME

By: _____

Printed Name: _____

Title: _____

Date: _____

EXHIBIT “A” SPECIFICATIONS

**EXHIBIT “B”
PAYMENT SCHEDULE**

**EXHIBIT “C”
INSURANCE
REQUIREMENTS**