AI-10588 **6.A.**

membership dues 2008-09-US-Mexico Border Coalition
CC REGULAR

Date: 08/19/2008
Submitted By: Monica Badillo, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Area: Comm. Court Executive Officer

Information

CAPTION

Approval of U.S./Mexico Border Counties Coalition membership dues for 2008-2009 in the amount of $ 10,506.25.

BACKGROUND

Refer to AI 10589

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1100-413-30-115-017-0-810
FUNDS AVAILABLE Y/N?: pending **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Pending transfer of funds (See AI-10589, CC 8/19/08) (MB)

Attachments

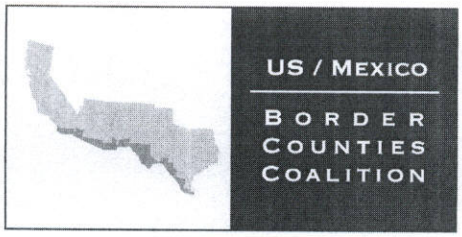
Link: invoice

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	08/14/2008 07:48 AM	APRV
2	Veronica Lopez	Veronica Lopez	08/14/2008 09:42 AM	APRV
3	Auditor's Office	Linda Fong	08/14/2008 11:50 AM	APRV
4	Purchasing Department	Marty Salazar	08/14/2008 12:04 PM	APRV
5	Court Administrator (Originator)	Angela Garcia	08/14/2008 01:10 PM	APRV

Form Started By: Monica Badillo Started On: 08/13/2008 09:47 AM

Final Approval Date: 08/14/2008



RECEIVED
JUL 07 2008
COUNTY JUDGE

310 N. Mesa, Suite 824, El Paso, Texas 79901
Tel: (915) 838-6860 · Fax: (915) 838-6880
Washington, D.C. Tel: (202) 220-3120 · Fax: (202) 329-8901
www.bordercounties.org

July 1, 2008

Dear Coalition Member:

Enclosed is an invoice dated July 1, 2008 for your county's 2008/2009 membership dues for the US/Mexico Border Counties Coalition. Please note that this invoice reflects a ¼% automatic dues increase as adopted by the Board in March 2006. Your prompt payment of these dues will be most appreciated and will allow us to continue the vital work of the Coalition.

The US/Mexico Border Counties Coalition continues to strongly represent your interests and is recognized in Washington, D.C. as a leading advocate for border issues.

In March 2008, the Coalition released its study entitled *Undocumented Immigrants in U.S./Mexico Border Counties: The Cost of Law Enforcement and Criminal Justice Services*. This study, which updates a previous study released in 2001, has generated widespread interest in Washington, D.C. and throughout the nation. In fact, the Coalition recently testified before the House Judiciary Committee regarding the findings of this report.

The Coalition again has continued its advocacy for the State Criminal Alien Assistance Program (SCAAP) and the Southwest Border Prosecution Initiative (SWBPI). Members of the Coalition met with Department of Justice officials in March 2008 in Washington, D.C. and with key Members of Congress and reiterated once again the importance of these programs to border counties. As of this date, the House has included $420 million for SCAAP in its Commerce, Justice, Science and Related Agencies Appropriations bill. The Senate has included $355 million for SCAAP and $25 million for SWBPI. The Coalition will be working to increase these funding levels.

As we head into the fall elections and anticipate a new Administration, the Coalition will be closely monitoring any new developments in the areas of immigration reform and border security, among others. We have started our outreach efforts with the McCain and Obama transition teams to ensure that our issues are addressed by the new Administration. We will continue to meet with the transition teams throughout the summer and fall as they develop their budget proposals for FY2010.

Please renew your support today or, if you haven't joined previously, please join with your fellow border counties to make a positive difference for our communities.

Sincerely,

David M. Austin
Border Representative

Enclosure

The United States/Mexico Border Counties Coalition

El Paso Office
310 N. Mesa, Suite 824
El Paso, Texas 79901

Invoice

Date	Invoice #
7/1/2008	535

Bill To
The Honorable J.D. Salinas Hidalgo County PO Box 1356 Edinburg TX 78540

Description	Amount
Annual dues 2008/2009	10,506.25
Thank you for your support!	**Total** $10,506.25

AI-10648 **6.B.**

Hurricane Dolly

CC REGULAR

Date: 08/19/2008

Submitted By: Angela Garcia, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Agenda Area: Comm. Court Executive Officer

Information

CAPTION

Presentation, discussion, and appropriate action regarding disaster recovery activities related to Hurricane Dolly including. but not limited to the following:
1. Contractors (i.e. AshBritt, Beck Disaster Recovery, etc.)
2. FEMA or other agency applications for Public Assistance or other sources/avenues/methods of re-imbursements

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	08/14/2008 11:15 AM	APRV
2	Veronica Lopez	Veronica Lopez	08/14/2008 11:50 AM	APRV
3	Auditor's Office	Linda Fong	08/14/2008 11:51 AM	APRV
4	Purchasing Department	Marty Salazar	08/14/2008 12:53 PM	APRV
5	Court Administrator	Angela Garcia	08/14/2008 01:11 PM	APRV
Form Started By: Angela Garcia			Started On: 08/14/2008 11:11 AM	
Final Approval Date: 08/14/2008				

AI-10669 **6.C.**

payment of invoice-E. Reyna Law Office

CC REGULAR

Date: 08/19/2008
Submitted By: Monica Badillo, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Area: Comm. Court Executive Officer

Information

CAPTION

Discussion, consideration and action to process payment of invoice to Law Office of Ezequiel Reyna, Jr. in the amount of $12,500.00 in connection with legal representation relating to C-205-04-G after review and auditing procedures are completed.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1100-415-30-115-021-0-333
FUNDS AVAILABLE Y/N?: yes **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Available balance as of 08/15/08 $2,357.23.

As per conversation with S. Suarez, funding is in place as of 08/15/08.

Attachments

Link: invoice

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	08/15/2008 07:40 AM	APRV
2	Veronica Lopez	Veronica Lopez	08/15/2008 08:43 AM	APRV
3	Auditor's Office		08/15/2008 05:32 PM	NEW

Form Started By: Monica Badillo — Started On: 08/14/2008 05:01 PM

Final Approval Date: 08/15/2008

HIDALGO COUNTY texas

Commissioners' Court
Executive Office
2818 S. Business Hwy. 281
Edinburg, Texas 78539
Office: (956) 292-7025
Fax: (956) 292-7034
www.co.hidalgo.tx.us

Memorandum

To: **Ray Eufracio, County Auditor**

From: **Monica Badillo, Court Administrator**

Date: **July 30, 2008**

Re: **Request for payment from copy**

Please process payment from copy to Ezequiel Reyna, Jr. LLP for 2004 invoice in the amount of $12,500.00 in connection with legal representation for Rene Guerra, D.A., relating to C-205-04-G. Vendor called and stated that this invoice remains unpaid.

Please contact me at ext. 5404 if you have any questions or need additional information.

Acct # 8-1100-415-30-115-021-0-333

LAW OFFICES
OF
EZEQUIEL REYNA, JR., L.L.P.
REGISTERED LIMITED LIABILITY PARTNERSHIP

EZEQUIEL REYNA, JR.
SAN JUANITA R. CAMPOS

702 W. EXPRESSWAY 83, STE. 100
WESLACO, TEXAS 78596
TELEPHONE: (956) 968-9558

TELECOPIER - PRE-LIT. DEPT.
(956) 969-8012
TELECOPIER - LIT. DEPT.
(956) 969-0492

July 11, 2008

Ms. Monica Badillo
Hidalgo County Courthouse
P.O. Box 87
Edinburg, Texas 78539

Via Email:monica.badillo@co.hidalgo.tx.us

Re: C-205-04-G State of Texas ex rel Noelia Gonzalez vs. Rene Guerra

Dear Ms. Badillo:

Please be advised, Mr. Ezequiel Reyna, Jr. was retained as counsel for the above referenced cause of action. To date, this office has not received payment for services rendered. Enclosed is a copy of the invoice from the Law Offices of Ezequiel Reyna, Jr..

If you have any questions concerning this matter, feel free to contact our office.

Respectfully,
LAW OFFICES OF EZEQUIEL REYNA, JR., L.L.P.

Tina Beltran
Assistant to Ezequiel Reyna, Jr.

cc: Rene Guerra

JUL 15 PM 8 32

CASE EXPENDITURES FOR THE STATE OF TEXAS (NOELIA GONZALEZ(V. RENE GUERRA

	ACTION DESCRIPTION	TIME REQUIRED	ATTORNEY FEES
9/23/2004	interview meeting with Mr Guerra on historial data(Mr Reyna and Ryan Solis)	3	800.00
9/23/2004	Mr Reyna and Mr Guerra meeting to discuss overview of case	2	600.00
10/26/2004	mileage to and from courthouse (3 trips)	3	70.00
3/2/2004	formal request from Rene Guerra for work on motions	0.5	100.00
3/16/2004	called-conference with Martha Gonzalez - affidavit	1	300.00
3/16/2004	conference with Evelia Hinojosa and Rene Guerra	1	300.00
8/25/2004	Research - Article 172 - Ryan Solis	1	330.00
8/25/2004	Research - Quash Citations - Diana F Aguilar	4	900.00
8/26/2004	Research emailed to Rene Guerra / Conference	1	300.00
8/26/2004	Conference with District Clerk ; set bond	1	300.00
8/26/2004	Research - Plaintiffs Written Application / Orders - Diana F Aguilar Courthouse visit; review of affidavits from Keno Vasquez review affidavits of Javier F. Garza; review order for reissuance of citation	4	1,300.00
8/27/2004	Motion to Strike Depositions - review/investigate issuance of Motions; Review of file sent to Nueces County ; bond issues	6	2,600.00
8/27/2004	Research TRCP 122 - Answer Lawsuit Ezequiel Reyna, Jr.	2	400.00
8/27/2004	Conference with Noelia Gonzalez	1	300.00
8/27/2004	Research Idocket ; Noelia Gonzalez	0.5	100.00
9/1/2004	Hearing ; Motion to Quash Citation and Strike Order Issuing Mr Reyna	4	1,200.00
	Ryan Solis - overview and continous research discovery	4	600.00
9/2-15/04	Discovery Answer and Propound on Plaintiff, Reset of Hearing		2,000.00
		TOTAL	$12,500.00

2009 JUL 15 AM 8 32

8-1100-415-30-115-021-0-333

INVOICE RECEIVED BY: _____ on 7/11/08

GOODS/SERVICES RECEIVED BY: _____ on _____

I:clients\g\guerra,rene\expenses

AI-10684 **6.D.**

Cellular Telephone Policy
CC REGULAR

Date: 08/19/2008
Submitted By: Angela Garcia, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Area: Comm. Court Executive Officer

Information

CAPTION

1. Discussion, consideration, and appropriate action to waive the appropriate portion of Item 2, Page 2 of the Hidalgo County Cellular Telephone Policy to expedite the processing and payment of overdue cellular telephone invoices/claims and/or
2. Discussion, consideration, and action to revise the Hidalgo County Cellular Telephone Policy to include an unaccountable plan option which would treat plan values as income.

BACKGROUND

Fiscal Impact

Attachments

Link: policy

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	08/15/2008 03:53 PM	APRV
2	Veronica Lopez	Veronica Lopez	08/15/2008 03:56 PM	APRV
3	Auditor's Office		08/15/2008 05:32 PM	NEW
Form Started By: Angela Garcia			Started On: 08/15/2008 03:45 PM	
Final Approval Date: 08/15/2008				

HIDALGO COUNTY

CELLULAR TELEPHONE POLICY

PURPOSE

The purpose of this policy is to provide guidelines for the assignment, use and control of cellular telephones administered to Hidalgo County ("County") employees and to ensure such equipment is used in the most efficient and ethical manner. For policy acknowledgement purposes, all cellular phone users must agree and sign the **"Cellular Phone Agreement".**

ADMINISTRATION

The Department Head or Elected Official shall be responsible for the administration and adherence of this policy. This policy can be made more restrictive if the Department Head or Elected Official deems necessary, but shall never be less restrictive. The Department Head or Elected Official will be held responsible for the damage and/or abuse of the phones as stated in the "Cellular phone Agreement".

ELIGIBILITY & ACQUISITION

Assignment of a cellular telephone shall be based on an employee's need for immediate two-way communication as deemed necessary by the Department Head or Elected Official. When making the determination whether an employee should receive a County issued cellular telephone, the Department Head or Elected Official must complete and sign the **"Cellular Phone Request Form(s)"** after carefully considering and certifying whether:

1. The duties of the position involve frequent travel or routinely take an employee into the field or away from routine telephone and radio communications and such duties require that the employee must be contacted on a recurrent basis and respond in an expeditious time frame; or
2. The employee must be contacted after normal business hours or on weekends and the employee will not have ready-access to other means of communication.

The assignment of a cellular telephone shall not be considered a benefit to County employees, but a necessary tool to be used for the benefit of the County. The Department Head or Elected Official shall not assign cellular telephones to an employee when a less costly communication alternative is safe and effective (i.e. pager, two-way radio, land line telephone, etc.).

The Purchasing Department shall maintain a master list of all employees who have been issued a County cellular telephone. All cellular telephones will be acquired through the County's contract provider. All changes in service must be reported by the Department Head or Elected Official to the Purchasing Department to keep records accurate. It shall be the responsibility of the Department Head or Elected Official to ensure that sufficient funds are budgeted for the monthly operational costs associated with cellular telephones and equipment prior to assigning a cellular telephone to an employee.

Please note that cellular telephone usage expenditures shall be charged to line-item "532 Telephone – Cellular" or any special revenue funds allocated for this type of service within each department's budget. Charges for air-time shall be paid from the appropriate budget line item as assigned. The equipment (cell phone, batteries, accessories, etc.), shall be charged to the appropriate line-item, depending on price(s) and item(s).

Employees shall make every effort to restrict the use of County-issued cellular telephones to official County business and personal telephone calls should be kept to an absolute minimum. The employee shall pay for any personal use of the County issued cellular phone at the rate of $0.40 per minute as stated in the County Auditor's form, ARS-CA-035.

Upon receipt of an invoice, both the department and the employee are responsible for certifying that all cellular telephone use is for official County business and shall determine the amount of "personal use" of the cellular telephone. Invoices containing "personal use" costs shall be handled in the following manner:

1. The employee shall review the invoice for their County-issued cellular telephone; identify the calls that are not related to official County business; complete the **"Affidavit for Cellular Telephone Usage (FORM ARS-CA-035)"** and submit payment to the County for all personal use on a per minute rate.
2. The department shall collect all reimbursements for personal cellular telephone use and shall submit them to the County Treasurer in compliance with procedures established by the Auditor. All employee reimbursements for personal calls must be deposited before the Auditor's Office will process payment(s) for its entirety.
3. Reimbursements received from employees for personal use will be credited to the department's Telephone-Cellular budget line item.

USE OF COUNTY-OWNED CELLULAR TELEPHONES

- Cellular telephones are to be used only to conduct County business and should not be used for personal communication unless deemed an emergency; thus, employees are encouraged to obtain their own cellular phones for personal use.
- While the County strongly discourages the use of a County-issued cellular telephone for personal use, an employee who incurs a charge as a result of personal use, shall

be responsible for payment to the County for such charges.

- Cellular telephones should not be used when a less costly alternative is safe, convenient and readily accessible (i.e. pager, two-way radio, land-line telephone, etc).
- Cellular transmissions are not secure; therefore, employees should use discretion in relaying confidential information.
- Reasonable precautions should also be made to prevent equipment from theft and vandalism.
- County cellular telephones shall not be used for political gain, illegal, fraudulent, or malicious activity; entertainment (including games, radio or video), religious promotion, or activity on behalf of organizations or individuals having on affiliation with Hidalgo County.
- Employee shall not use a cellular telephone while operating a vehicle; hence, employee must stop a moving vehicle before using a County-issued cellular phone.

Business Use of Employees Personal Cellular Telephone
While traveling in or out of Texas, employees may be reimbursed for air-time charges incurred when using privately owned equipment in performing County business if the employee does not have service from the employee's County-issued cellular telephone at the destination to which the employee has traveled.

Hidalgo County is not liable for any damage to personal cellular telephone equipment whether or not being used for County business.

Reimbursement shall be only for an expense incurred to conduct County business. In order to claim reimbursement, the employee must include this expense on the "Travel Reimbursement Form" for cellular telephone usage available from the auditor's office.

Use of Personal Cellular Telephone - No Reimbursement
The usage cost of a personal cellular telephone for County business is not reimbursable unless:

1. An exception is approved by Commissioners Court for a particular person related to a specific use on an unanticipated occasion; or
2. Approved as part of travel expenses as described above in Business Use of Personal Cellular Telephone Equipment.

CELLULAR TELEPHONE MISUSE OR ABUSE

Any abuse in the use of a County-issued cellular telephone will be considered misconduct and neglect of duty, subject to ineligibility to use a County-issued cellular telephone and/or disciplinary action up to and including termination. The employee is responsible for repair and replacement costs if the cellular telephone is lost or damaged as part of an employee's personal activity or negligence by the employee. Misuse or abuse of cellular telephones or

related equipment shall be governed by Penal Code Sections 39.01 and 39.02.

INFORMATION TECHNOLOGY DEPARTMENT

The IT Department will assist in the following duties and responsibilities:

1. Programming any features requested by the Department Head, Director or Supervisor on special programming of the cellular telephone.
2. Promptly perform necessary input to remove an employee's cellular telephone usage upon determination that an employee should no longer be issued a cellular telephone.
3. Review the quarterly assessment of cellular telephone usage provided by the contract provider and forward recommendations for adjustments or changes to the Purchasing Department.
4. Any changes, increases or decreases of minute usage will be contingent upon the County's quarterly cellular telephone analysis.

Effective Policy Date

This policy shall become effective on Friday, October 1, 2004 or upon activation(s) of new cellular service from Hidalgo County's current awarded provider (SPRINT).

PASSED APPROVED AND ADOPTED ON THIS _____ DAY OF _____, 2004.

_____
Hidalgo County Judge

ATTEST:

_____
Hidalgo County Clerk

AI-10683 6.E.

2009 Budget Process

CC REGULAR

Date: 08/19/2008
Submitted By: Angela Garcia, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Area: Comm. Court Executive Officer

Information

CAPTION

2009 Budget Process:
Presentation, updates, discussion, and appropriate action and/or direction on the annual 2009 Budget Process.

BACKGROUND

Backup will be provided on Monday

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	08/15/2008 03:53 PM	APRV
2	Veronica Lopez	Veronica Lopez	08/15/2008 03:54 PM	APRV
3	Auditor's Office		08/15/2008 05:32 PM	NEW
Form Started By: Angela Garcia			Started On: 08/15/2008 03:26 PM	
Final Approval Date: 08/15/2008				

AI-10686 **6.F.**

Termination notice and exemption/engagement of delinquent tax collection services

CC REGULAR

Date: 08/19/2008
Submitted By: Monica Badillo, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Area: Comm. Court Executive Officer

Information

CAPTION

1. Presentation for discussion, consideration and action for Hidalgo County to exercise it's option (pursuant to current contract provision VI) to give the required sixty (60) days written notice of termination to the firm of Purdue, Brandon,
Fielder Collins & Mott, L.L.P. in Association with the Law Offices of John David Franz in connection with contract for the collection of delinquent taxes with an effective date of _____;

2. Requesting exemption from competitive bidding requirement under Texas Local Government Code 262..024 (a) (4), a professional service in connection with the provision of services related to delinquent tax collection;

3. Approval of a contract for the collection of delinquent taxes with the firm of Purdue, Brandon, Fielder Collins & Mott, L.L.P. in Association with the Law Offices of John David Franz.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Monica Badillo	Started On: 08/15/2008 04:26 PM
Final Approval Date: 08/15/2008	

AI-10566 **6.G.**

457 Plan Hardship Requests
CC REGULAR

Date: 08/19/2008
Submitted By: Monica Badillo, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Area: Comm. Court Executive Officer

Information

CAPTION

Discussion, consideration and action on 457 Plan hardship withdrawal request for the following employees: #105098 & #079332.

BACKGROUND

Fiscal Impact

Attachments

Link: request
Link: request

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	08/11/2008 11:02 AM	APRV
2	Veronica Lopez	Veronica Lopez	08/12/2008 02:08 PM	APRV
3	Auditor's Office	Linda Fong	08/14/2008 11:42 AM	APRV
4	Purchasing Department	Marty Salazar	08/14/2008 11:42 AM	APRV
5	Court Administrator (Originator)	Angela Garcia	08/14/2008 01:10 PM	APRV

Form Started By: Monica Badillo — Started On: 08/11/2008 10:05 AM

Final Approval Date: 08/14/2008

Employee # 105098

SIMPKINS & ASSOCIATES
HARDSHIP REQUEST NOTIFICATION

Please print or type.

Plan Name 457 Deferred Compensation Plan Hidalgo County

Participant Name José Guadalupe García

Address 3509 [redacted] **City** McAllen **State** TX **Zip** 78503

Social Security No. [redacted] **Daytime Phone No.** (956) 587-6114

SECTION I – Hardship Withdrawal Request

I understand that this withdrawal will be considered to be due to financial hardship only to the extent that the amount of the withdrawal is necessary to satisfy an immediate and heavy financial need. I represent that I have obtained all distributions, other than this withdrawal due to financial hardship, and all other non-taxable loans currently available to me under the Plan, as well as all other plans maintained by the Company. I understand that this withdrawal will be taxable as ordinary income in the calendar year in which I receive it. **In addition, a 10% penalty tax will apply unless I am at least 59-1/2 years of age or I use the funds withdrawn to pay certain deducible medical expenses as provided by law.**

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

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

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

2008 AUG 8 PM 3 52 HIDALGO COUNTY BUDGET OFFICE

Hardship Requested $ ~~320.00~~ 100.90 JG Year-to-date deferrals ~~$ 320.00~~

Total amount deferred since you initially joined the plan $ ~~320.00~~

Have you ever taken a hardship before? NO If so what was the amount taken $ NO

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

PARTICIPANT SIGNATURE X José G. García Date 08-08-08

SECTION II – Authorized Plan Representative

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

AUTHORIZED PLAN REPRESENTATIVE X _____ Date _____

SECTION III – Distribution Procedure

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

Fax request to:
(972) 960-7133

Employee 079332

SIMPKINS & ASSOCIATES
HARDSHIP REQUEST NOTIFICATION

Please print or type.

Plan Name 457 Plan

Participant Name [redacted]

Address 202[redacted] Edinburg, TX 78539

Social Security No. [redacted] Daytime Phone No. (956) 318-2644

SECTION I – Hard[redacted]

I understand that this [redacted] due to financial hardship only to the extent that the amount of the withdrawal is nec[redacted] heavy financial need. I represent that I have obtained all distributions, other th[redacted]ardship, and all other non-taxable loans currently available to me under the Plan, as well as all other plans maintained by the Company. I understand that this withdrawal will be taxable as ordinary income in the calendar year in which I receive it. **In addition, a 10% penalty tax will apply unless I am at least 59-1/2 years of age or I use the funds withdrawn to pay certain deductible medical expenses as provided by law.**

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

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

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

Hardship Requested $ 100% Year-to-date deferrals _____

Total amount deferred since you initially joined the plan $_____

Have you ever taken a hardship before? _____ If so what was the amount taken $_____

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

PARTICIPANT SIGNATURE X [redacted] Date 8-11-08

SECTION II – Authorized Plan Representative

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

AUTHORIZED PLAN REPRESENTATIVE X _____ Date _____

SECTION III – Distribution Procedure

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

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

AI-10688 **6.H.**

Elections

CC REGULAR

Date: 08/19/2008
Submitted By: Erika Reyna, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Area: Comm. Court Executive Officer

Information

CAPTION

Elections Department:
1. Discussion, consideration, and action to request assistance from Secretary of State to help administer the November elections or, in the alternative;

2. Approval to begin negotiations for the hiring of a private elections administration firm and request for exemption from competitive bidding requirement under Texas Local Government Code 262.024 (a) (4), a professional service in connection with the provision of services related to the November elections.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	08/15/2008 05:28 PM	APRV
2	Auditor's Office		08/15/2008 05:32 PM	NEW
Form Started By: Erika Reyna			Started On: 08/15/2008 04:29 PM	
Final Approval Date: 08/15/2008				

AI-10573 **7.B.**

Health Division - FY09 Office of Border Health EWIDS Grant Contract CC REGULAR

Date: 08/19/2008
Submitted By: Dan Beltran, HEALTH & HUMAN SERVICES DEPT.
Department: HEALTH & HUMAN SERVICES DEPT.
Agenda Area: Health & Human Services Dept.

Information

CAPTION

1. Requesting authorization and approval to accept the attached Office of Border Health Contract (EWIDS) #2008-029122, Attachment #001, in the amount of $130,000.00 for the period 8/1/2008 to 7/31/2009.
2. Requesting authorization and approval of the attached Office of Border Health (EWIDS) Budget and Salary Schedules for the period 8/1/2008 to 7/31/2009 (Acct #8-1293-441-10-340-028-9-XXX).

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:** 8-1293-441-10-340-028-9-XXX
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Appropriation of funds in the total amount of $130,000.00 for the Border Health EWIDS Grant for FY 2009. Grant period is from 8/1/08 to 7/31/09.

Revenue account# 8-1293-334-10-340-028-9-000 Border Health EWIDS Grant

Attachments

Link: FY09 Contract
Link: FY09 Salary
Link: Fy2009 Budget

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	08/12/2008 11:43 AM	APRV
2	Manuel Chapa	Manuel Chapa	08/14/2008 08:14 AM	APRV
3	Auditor's Office	Linda Fong	08/14/2008 01:40 PM	APRV
4	Mike Escaname		08/15/2008 05:32 PM	NEW

Form Started By: Dan Beltran — Started On: 08/12/2008 11:36 AM

Final Approval Date: 08/15/2008

DEPARTMENT OF STATE HEALTH SERVICES

This contract, number **2008-029122** (Contract), is entered into by and between the Department of State Health Services (DSHS or the Department), an agency of the State of Texas, and **HIDALGO COUNTY** (Contractor), a Government Entity, (collectively, the Parties).

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

2. **Total Amount of the Contract and Payment Method(s).** The total amount of this Contract is **$130,000.00,** and the payment method(s) shall be as specified in the Program Attachments.

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

4. **Term of the Contract.** This Contract begins on **08/01/2008** and ends on **07/31/2009**. DSHS has the option, in its sole discretion, to renew the Contract as provided in each Program Attachment. DSHS is not responsible for payment under this Contract before both parties have signed the Contract or before the start date of the Contract, whichever is later.

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

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

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

      2008-029122-001 Community Preparedness - Office of Border Health

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

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

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

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

Name: HIDALGO COUNTY
Address: 100 N CLOSNER BLVD HIDALGO COUNTY COURTHOUSE
EDINBURG, TX 78539-3563
Vendor Identification Number: 17460007176060

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

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

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

CONTRACT NO. 2008-029122
PROGRAM ATTACHMENT NO. 001
PURCHASE ORDER NO. 0000339980
CONTRACTOR: HIDALGO COUNTY

DSHS PROGRAM: Office of Border Health

TERM:08/01/2008 THRU: 07/31/2009

SECTION I. STATEMENT OF WORK:

Contractor shall perform activities in support of the Centers for Disease Control and Prevention (CDC) Budget Period 9 Cooperative Agreement Work Plan for Public Health Emergency Preparedness (Funding Opportunity AA154). Contractor shall assist DSHS in the implementation of CDC Early Warning Infectious Disease Surveillance (EWIDS) along the Texas-Mexico border through active surveillance, exercises, and training of personnel.

Contractor shall comply with all applicable federal and state laws, rules, regulations, standards and guidelines including, but not limited to, the following:

- Centers for Disease Control and Prevention (CDC) Public Health Emergency Preparedness (PHEP) Continuation Announcement (Funding Opportunity AA154) http://www.dshs.state.tx.us/comprep/cdc/
- Public Law 107-188, Public Health Security and Bioterrorism Preparedness and Response Act of 2002;
- Public Law 109-417, Pandemic and All-Hazards Preparedness Act of 2006; and
- Chapter 81, Texas Health and Safety Code.

The following documents are incorporated by reference and made a part of this Program Attachment:

- FY 2009 Public Health Emergency Preparedness Work Plan for Local Health Departments Project Period Early Warning Infectious Disease Surveillance (EWIDS), attached as Exhibit A; and
- Contractor's FY 2009 Applicant Information and Budget Detail for FY 2009.

SECTION II. PERFORMANCE MEASURES:

Contractor shall complete activities and performance measures as outlined in the attached Exhibit A, Project Period Public Health Emergency Preparedness Work Plan for Local Health Departments Early Warning Infectious Disease Surveillance (EWIDS).

All activities in the Exhibit A, FY 2009 Public Health Emergency Preparedness Work Plan for Local Health Departments Project Period EWIDS, must be completed by July 31, 2009.

SECTION III. SOLICITATION DOCUMENT:

N/A

SECTION IV. RENEWALS:

DSHS may renew the Program Attachment for up to one (1) additional one-year term at DSHS's sole discretion.

SECTION V. PAYMENT METHOD:

Cost Reimbursement

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

SECTION VI. BILLING INSTRUCTIONS:

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

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

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

SECTION VII. BUDGET:

SOURCE OF FUNDS: *CFDA # 93.283*

SECTION VIII. SPECIAL PROVISIONS:

General Provisions, **Compliance and Reporting** Article, is revised to include:

> Contractor shall submit quarterly progress reports to DSHS no later than thirty (30) days after the end of each quarter in a format specified by DSHS. Contractor shall provide DSHS other reports, including financial reports, and any other reports that DSHS determines necessary to accomplish the objectives of this contract and to monitor compliance. If Contractor is legally prohibited from providing such reports, it shall immediately notify DSHS.

General Provisions, **Payment Methods and Restrictions** Article, is revised to add the following:

> Contractor shall request payment using the State of Texas Purchase Voucher (Form B-13) and acceptable supporting documentation as indicated in the attached Exhibit A.

General Provisions, **Terms and Conditions of Payment** Article, is revised to include:

> DSHS will monitor Contractor's billing activity and expenditure reporting on a quarterly basis. Based on these reviews, DSHS may reallocate funding between contracts to maximize use of available funding.

General Provisions, **Allowable Costs and Audit Requirements** Article, is amended to include the following:

> For the purposes of this Program Attachment, vehicles and incentive items are not an allowable cost.

General Provisions, **General Business Operations of Contractor** Article, **Overtime Compensation Section,** is not applicable to this Program Attachment.

General Provisions, **General Business Operations of Contractor** Article, **Equipment and Controlled Assets Purchases** Section, is amended to allow the purchase of equipment at any time during the entire term of this Program Attachment.

2008-029122-001

Categorical Budget:

PERSONNEL	$96,627.00
FRINGE BENEFITS	$32,245.00
TRAVEL	$1,128.00
EQUIPMENT	$0.00
SUPPLIES	$0.00
CONTRACTUAL	$0.00
OTHER	$0.00
TOTAL DIRECT CHARGES	$130,000.00
INDIRECT CHARGES	$0.00
TOTAL	$130,000.00
DSHS SHARE	$130,000.00
CONTRACTOR SHARE	$0.00
OTHER MATCH	$0.00

Total reimbursements will not exceed $130,000.00

Financial status reports are due: 12/01/2008, 03/02/2009, 06/01/2009, 10/01/2009

TEXAS DEPARTMENT OF STATE HEALTH SERVICES

CERTIFICATION REGARDING LOBBYING

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

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

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

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

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

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

_____ _____

Signature Date

_____

Print Name of Authorized Individual

2008-029122

Application or Contract Number

HIDALGO COUNTY

Organization Name

HIDALGO COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT
OFFICE OF BORDER HEALTH-EWIDS
8-1293-441-10-340-028-9

Term: 08/1/2008 - 7/31/2009			Salary 8/1/2008	Salary 1/1/2009	Salary for 12 month
Slot #	**Employee Name**	**Employee Title**	**12/31/2008**	**7/31/2009**	**Grant Period**
028-0001		Bi-National Surv. Laision	$ 10,937.50	$ 16,078.13	$ 27,015.63
028-0002		Data Entry/Surveillance	$ 10,937.50	$ 16,078.13	$ 27,015.63
028-0004		Bi-National Surv. Nurse	$ 17,257.50	$ 25,338.24	$ 42,595.74
	EWIDS Salary		**$ 39,132.50**	**$ 57,494.50**	**$ 96,627.00**
	FICA	7.65%	$ 2,993.64	$ 4,398.33	$ 7,391.97
	Retirement	8.92%	$ 3,490.62	$ 5,128.51	$ 8,619.13
	Unemployment	0.50%	$ 195.66	$ 287.47	$ 483.14
	Worker's Comp.	3.27%	$ 1,279.63	$ 1,880.07	$ 3,159.70
	Health Insurance	$4,164/Yr.			$ 12,492.06
	Life Insurance	$33/Yr.			$ 99.00
	Ewids Fringe Benefit		**$ 7,959.55**	**$ 11,694.38**	**$ 32,245.00**
	EWIDS Sal/FB		**$ 47,092.05**	**$ 69,188.88**	**$128,872.00**

DATE: August 12, 2008

DEPARTMENT HEAD: Eduardo Olivarez, Chief Administrative Officer

DEPARTMENT NAME: Hidalgo County Health Department

ACCOUNT NUMBER: 8-1293-441-10-340-028-9 (Office of Border Health EWIDS Grant)

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

Honorable Commissioner's Court of Hidalgo County:

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

INCREASE OBJECT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT -
8-1293-441-10-340-028-9-113	Salary F/T Employee	$ 96,627.00
8-1293-441-10-340-028-9-220	FICA	$ 7,391.97
8-1293-441-10-340-028-9-230	Retirement	$ 8,619.13
8-1293-441-10-340-028-9-250	Unemployment Comp	$ 483.14
8-1293-441-10-340-028-9-260	Workers Comp	$ 3,159.70
8-1293-441-10-340-028-9-211	Health Insurance	$ 12,492.06
8-1293-441-10-340-028-9-212	Life Insurance	$ 99.00
8-1293-441-10-340-028-9-583	Travel Out of County	$ 1,128.00
8-1293-334-10-340-028-9-000	Border Health EWIDS Grant	130,000.00
	TOTAL BUDGET	$ 130,000.00

INCREASE REQUEST $

Revenue Account #

REASON: Implement Office of Border Health-EWIDS Grant Budget for the period 8/1/2008 - 7/31/2009.

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

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S COURT DATE ATTEST CO. CLERK

AI-10582 **8.A.**

Agreement between Pct. 1 & City of Edcouch
CC REGULAR

Date: 08/19/2008
Submitted By: Angela Garcia, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Area: Urban County

Information

CAPTION

The Urban County Program requests approval of an Interlocal Cooperation Agreement between Hidalgo County Precinct No. 1 and the City of Edcouch for the purchase of Fire Station Equipment, utilizing 2007 FY funds.

BACKGROUND

Hidalgo County Precinct No. 1 has allocated $45,000.00 from it's 2007 FY funding for the purchase of Fire Station Equipment for the City of Edcouch. City Council took action to approve on August 4, 2008.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:
Contribution will utilize Urban County Year 20 (2007) Fire Station/ Equipment Activity.

Attachments

Link: Agreement

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	08/14/2008 07:46 AM	APRV
2	Veronica Lopez	Veronica Lopez	08/14/2008 10:09 AM	APRV
3	Auditor's Office	Linda Fong	08/14/2008 02:23 PM	APRV
4	Purchasing Department	Marty Salazar	08/14/2008 02:36 PM	APRV
5	Court Administrator	Angela Garcia	08/14/2008 04:50 PM	APRV

Form Started By: Angela Garcia — Started On: 08/13/2008 07:51 AM

Final Approval Date: 08/14/2008

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT BETWEEN THE COUNTY OF HIDALGO AND THE CITY OF EDCOUCH, TEXAS

This Agreement is made on this the _____ day of _____, **2008**, by and between the **CITY OF EDCOUCH, TEXAS,** hereinafter referred to as "Edcouch" and the **COUNTY OF HIDALGO, TEXAS,** hereinafter referred to as "County," pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH:

WHEREAS, Edcouch is a General Law municipality located in Hidalgo County, Texas; and

WHEREAS, County is a county in the State of Texas;

WHEREAS, The County desires to contribute Community Development Block Grant ("CDBG") funds from Year 20 (2007) Fire Station/Equipment, for the Edcouch Fire Department , including but not limited to the purchase of fire fighting equipment expenses as described in Exhibit "A";

WHEREAS, County agrees it is in its best interest to provide such contribution to Edcouch as described herein;

WHEREAS, Edcouch and County are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Gov't Code 791.001 et seq., which authorizes local governments to contract with each other to perform governmental functions and services under the terms of the Act;

NOW, THEREFORE, Edcouch and County, in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. County agrees to contribute CDBG funds to Edcouch in an amount not to exceed Forty-Five Thousand Dollars and No Cents ($45,000.00) from the Urban County Year 20 (2007) Fire Station/Equipment Activity.

2. County shall be responsible for the purchase of equipment as listed on "Exhibit A".

3. Following the purchase as described in Exhibit "A", the parties agree that the County will be released of any and all duties imposed by this Agreement the funds will be used for the project as outlined in Exhibit B;

4. Each party agrees to conform to its own applicable purchasing laws, regulations, policies, and procedures with respect to the portion of the work under this Agreement performed by each party.

5. **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 a 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 necessary to bring them within the legal requirements and during the times such conflict exists.

6. **No Waiver.** No waiver by any party hereto 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 thereof.

7. **Entire Agreement.** This Agreement contains the entire contract among the parties hereto, and each party acknowledges that no other party 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 Elsa and County, and not otherwise.

8. **TEXAS LAW TO APPLY.** THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AND ALL OBLIGATION OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN HIDALGO COUNTY, TEXAS. THE PARTIES HEREBY CONSENT TO PERSONAL JURISDICTION IN HIDALGO COUNTY, TEXAS.

9. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communication required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or addressed to the parties at the addressed set forth below, or (ii) at such other address as may have been theretofore specified by written notice delivered in accordance herewith:

If to Edcouch:	City of Edcouch Attention: Mayor Jose Raul Guzman P.O. Box 100 Edcouch, Texas 78538
If to County:	Hidalgo County, Texas Attention: Juan D. Salinas III, County Judge 100 East Cano, 2nd Floor Edinburg, Texas 78540-0758

With copy to: Sylvia Handy, Commissioner, Precinct No. 1
1902 Joe Stephens
Weslaco, Texas 78596

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.

10. **Additional Documents.** The Parties hereto covenant and agree that they will execute such other and future instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

11. **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.

12. **Assignment.** This Agreement shall not be assignable.

13. **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.

14. **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.

15. **Authority to Execute.** The execution and performance of this Agreement by each of the parties hereto have been duly authorized by all necessary laws, resolutions, ordinances, or governing body action, and this Agreement constitutes the valid and enforceable obligations of the parties hereto in accordance with its terms

16. **Governmental Purpose.** Each party hereto is entering into this Agreement for the purpose of providing for government services or functions, and will pay for such services out of revenues as identified in this Agreement.

17. **Commitment of Current Revenues Only.** In the event that, during any term hereof the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, that any party may terminate this Agreement upon ninety (90) days written notice to the other party. Each of the parties hereto agrees, however, to use its best 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 each party hereto pursuant to the provision of Tex. Loc. Govt. Code Ann.§271.903.

WITNESS THE HANDS OF THE PARTIES effective as of the day and year first written above.

CITY OF EDCOUCH

_____
Jose Raul Guzman, Mayor

ATTEST:

_____
Veronica Montoya, City Secretary

HIDALGO COUNTY

_____
Juan D. Salinas III, Hidalgo County Judge

ATTEST:

_____
Arturo Guajardo Jr., County Clerk

APPROVED AS TO FORM:
ATLAS & HALL, L.L.P.

BY:_____
Stephen L. Crain

Exhibit "A"
Description of Activity

Purchase of fire fighting equipment for the Edcouch Volunteer Fire Department as listed, but not limited to:

# of Units	Description
6	Stream-Light Survivor LED
1	Akron 7980 Blackmax 6"x 5" Storz
2	Akron 1512 Saber Jet 1" Piston Grip
2	Akron 1523 1 ½ Saber Jet with Pistol Grip 135 GPM
1	Protek Piercing Nozzle 6 ft. with shut-off
1	Protek 101 Pistol Grip 1 ½ Ball Valve
6	Elkhart S-454 Adjustable Hydrant Wrench
11	R&B 418 Rd SCBA Mask Bag Red in Color
2	MK Diamond all purpose blade for concrete, steel wood.
2	NUPLA 35256 6" Ceiling/Wall hook with D-Grip
2	ZICO-CWH32PC Ceiling/Wall hook
60	Shelby 2500 Extrication Glove, Assorted sizes to be measured
3	Brooks AX240 2 ½ water extinguisher
3	Brooks 15HB Bracket
25	PGI-3049298 Carbon Hoods
40	Shelby 5280 Gloves assorted sizes to be measured
1	Micro blade spill control
1	Tempest DD-18H 5.5 Direct drive Honda power blower
2	Sets Reva Int. VISA-Flare 21415008/SF7200
1	MSA-A- EV5200-1110-22-300 Thermal Imaging Camera with accessories
15	Sets of Bunker Fire fighting coats with radio pocket & with Fire Department name on back
15	Sets of Bunker Fire fighting pants with padded suspenders and cargo pockets
15	Calms 1010 traditional helmets with custom made leather fronts
15	Thourgood 807-6000 Lug sole insulated boots, various sizes to be Measured
1	Electrical siren control RTU activation control

Exhibit "B"
Budget

Contribution of funds not to exceed $45,000.00 will be utilized from Urban County Year 20 (2007) Fire Station/Equipment Activity.

AI-10604 **8.B.**

Housing Corporations
CC REGULAR

Date: 08/19/2008
Submitted By: Angela Garcia, BUDGET & MANAGEMENT
Submitted For: Estella Weber
Department: BUDGET & MANAGEMENT
Agenda Area: Urban County

Information

CAPTION

1. Requesting approval to re-certify the Affordable Homes of South Texas, Inc. (AHSTI), formerly the Community Development Corporation of South Texas, Inc., Proyecto Azteca and South Texas Economic Development Corporation, Inc. (STEDC) as Community Housing Development Organization (CHDO's) within the County of Hidalgo.

2. Requesting approval to execute the 2008 HOME contracts for Affordable Homes of South Texas, Inc. (AHSTI), formerly the Community Development Corporation of South Texas, Inc., Proyecto Azteca and South Texas Economic Development Corporation, Inc. (STEDC)

BACKGROUND

The Urban County Program requested proposals from non-profit housing corporations on March 17, 2008 and again on March 24, 2008. A committee evaluated the proposals received. Among the criteria used in the evaluation process was type of project, project location(s), previous funding, and CHDO budget balance/expenditure ratios. The proposed funding level for each CHDO is as follows:

Affordable Homes of South Texas, Inc. (AHSTI) - $437,000 - to build fourteen (14) homes for low to moderate-income families that are below 80% of the area median income for the Hidalgo County.

South Texas Economic Development, Inc. (STEDC) - $187,500 - to build five (5) homes for low to moderate-income families that are below 80% of the area median income for Hidalgo County.

Proyecto Azteca - $421,000 - to build thirteen (13) homes for low to moderate-income families that are below 60% of the area median income for Hidalgo County.

Fiscal Impact

Attachments

Link: housing corp.
Link: Agreement

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	08/14/2008 07:51 AM	APRV
2	Veronica Lopez	Veronica Lopez	08/14/2008 11:20 AM	APRV
3	Auditor's Office	Linda Fong	08/14/2008 02:33 PM	APRV
4	Veronica Lopez	Veronica Lopez	08/15/2008 08:36 AM	APRV
5	Purchasing Department	Marty Salazar	08/15/2008 09:56 AM	APRV
6	Court Administrator	Angela Garcia	08/15/2008 11:11 AM	APRV

Form Started By: Angela Garcia Started On: 08/13/2008 01:29 PM

Final Approval Date: 08/15/2008

URBAN COUNTY PROGRAM

Hidalgo County Commissioners' Court Agenda Request Form

No.

Date: August 12, 2008 Meeting Date Request: August 19, 2008

Deadline for Action: August 19, 2008 Contact Person: Diana R. Serna, Director

Department: HOME Program Phone: (956) 787-8127 Fax:(956) 787-5291

Diana R. Serna, Urban County Director D.R.S.

Caption:

A. Requesting approval to re-certify the Affordable Homes of South Texas, Inc. (AHSTI), formerly the Community Development Corporation of South Texas, Inc., Proyecto Azteca and South Texas Economic Development Corporation, Inc. (STEDC) as Community Housing Development Organization (CHDO's) within the County of Hidalgo.

B. Requesting approval to execute the 2008 HOME contracts for Affordable Homes of South Texas, Inc. (AHSTI), formerly the Community Development Corporation of South Texas, Inc., Proyecto Azteca and South Texas Economic Development Corporation, Inc. (STEDC)

Background:

The Urban County Program requested proposals from non-profit housing corporations on March 17, 2008 and again on March 24, 2008. A committee evaluated the proposals received. Among the criteria used in the evaluation process was type of project, project location(s), previous funding, and CHDO budget balance/expenditure ratios. The proposed funding level for each CHDO is as follows:

Affordable Homes of South Texas, Inc. (AHSTI) - *$437,000* - to build fourteen (14) homes for low to moderate-income families that are below 80% of the area median income for the Hidalgo County.

South Texas Economic Development, Inc. (STEDC) - *$187,500* – to build five (5) homes for low to moderate-income families that are below 80% of the area median income for Hidalgo County.

Proyecto Azteca - *$421,000* – to build thirteen (13) homes for low to moderate-income families that are below 60% of the area median income for Hidalgo County.

HOME MANAGER: _____

FINANCE MANAGER: _____

Please Initial for Approval:

Legal Council _____ **Budget** _____ **Human Resources**

Dept. / Fund No: _____ Amt. Expended: $ _____ Funds /Staffing Budgeted : Yes ___ No

Amount Code: _____ Impact on Future Budget: Yes _____ No

Comments:

Action Taken by Commissioners' Court:

Approved _____ Tabled _____ Denied _____ Motion Made by _____ Seconded _____ Vote_____

CHDO AGREEMENT

STATE OF TEXAS §
§ KNOW ALL BY THESE PRESENTS:
COUNTY OF HIDALGO §

SECTION 1. PARTIES TO AGREEMENT

This agreement is made and entered into by and between the County of Hidalgo – Urban County Program (UCP) and (Agency Name), a nonprofit corporation organized under the laws of the State of Texas, hereinafter referred to as a Community Housing Development Organization, (C.H.D.O.). The parties hereto have severally and collectively agreed and by the execution hereof are bound to the mutual obligations and to the performance and accomplishment of the tasks described herein.

SECTION 2. AGREEMENT PERIOD

This agreement shall commence on the date of execution by the CHDO and the UCP and shall terminate on (DATE) , unless otherwise specifically provided by the terms of this agreement.

SECTION 3. GRANT

UCP agrees to grant CHDO $ (Contract Amount) , utilizing FY 2008 HOME funds, subject to the conditions of this agreement.

SECTION 4. CHDO PERFORMANCE

A. CHDO shall construct (# of units) units of affordable housing to low-income qualified homebuyers. Homes will range between (Sq Ft Amt) square feet.

Type of Home	Total Area (Sq. ft.)	Total Living Area (Sq. ft.)

B. In this agreement low and moderate income families is defined in accord with Title 24 CFR 92.2 and calculated based on 24 CFR 92.203(b)(1), ("Housing"), such dwellings to be located in the County of Hidalgo (with the exception of the city limits of Edinburg, Pharr, McAllen and Mission), Texas, as described in Exhibit A.

C. CHDO will provide (# of families) low-income ([%AMI] and below of the area median income), working families with homebuyer education, down payment assistance, general construction services and long-term flexible financing.

D. CHDO will target (# of families) families at or below (%AMI) of the median income.

E. CHDO will leverage over (add $ amt of leverage funds, if any) in public and private financing for below-market mortgages.

The project shall be administered in accordance with Exhibit A and the HOME Investment Partnerships Act at title II of the Cranston-Gonzalez National Affordable Housing Act, as amended, 42 U.S.C. 12701 et seq. and implementing federal regulations contained in 24 CFR Part 92; and the HOME Program Guidelines and Application Package.

CHDO agrees to acknowledge the sponsorship of the UCP at any event promoting the project or any other project sponsor.

CHDO perform all activities in accordance with the terms of the Performance Statement ("Exhibit A"); the Budget and Project Implementation Schedule, (" Exhibit B"); the Applicable Laws and Regulations, ("Exhibit C"); the Certifications, ("Exhibit D"); the assurances, certifications, and all other statements made by CHDO in its application for the project funded under this agreement; and with all other terms, provisions, and requirements set forth in this agreement.

SECTION 5. UCP OBLIGATIONS

A. Measure of Liability

In consideration of full and satisfactory performance of the activities referred to in Section 4 of this agreement, UCP shall make payment under the grant for the actual and reasonable costs incurred by CHDO during the agreement period for performance rendered under this agreement by CHDO, subject to the limitations set forth in this Section 5.

1. It is expressly understood and agreed by the parties hereto that UCP's obligations under this Section 5 are contingent upon the actual receipt of adequate federal funds to meet UCP's liabilities under this agreement. If adequate funds are not available to make payments under this agreement, UCP shall notify CHDO in writing within a reasonable time after such fact is determined, UCP shall then terminate this agreement and will not be liable for failure to make payments to CHDO under this agreement.

2. UCP shall not be liable to grant CHDO money for any costs incurred by CHDO, or any portion thereof, which has been paid to CHDO or is subject to payment to CHDO, or has been reimbursed to CHDO or is subject to reimbursement to CHDO by any source other UCP.

3. UCP shall not be liable to grant CHDO money for any costs incurred by CHDO which are not allowed costs, as set forth in 24 CFR 92.206 and Section 6 of this agreement.

Funds provided under this agreement may not be used for payment of prohibited activities as defined in 24 CFR 92.214.

4. UCP shall not be liable to grant CHDO money for any costs incurred by CHDO or for any performances rendered by CHDO which are not strictly in accordance with the terms of this agreement, including terms of Exhibit A, B, C, and D of this agreement.

5. UCP shall not be liable to grant CHDO money for any costs incurred or performances rendered by CHDO before commencement or this agreement or after termination of this agreement.

B. Limit of Liability

Notwithstanding any other provision of this agreement, the total of all payments and other obligations incurred by UCP under this agreement shall not exceed the sum of $500,000.

SECTION 6. DISBURSEMENT OF FUNDS

A. UCP will provide funds under this agreement in accordance with the requirements of 24 CFR 92.502. CHDO may not request disbursement of funds under this agreement until funds are needed for payment of eligible costs and in accordance with the UCP CHDO Policy. All work related to a request for disbursement will inspected prior to disbursement of funds. Funds will be disbursed within ten (10) working days.

B. It is expressly understood and agreed by the parties hereto that payments under this agreement are contingent upon CHDO's full and satisfactory performance of its obligations under this agreement. UCP reserves the right to recapture unexpended funds provided under this agreement in the UCP determines that CHDO will be unable to expend funds within the prescribed time as determined by UCP.

C. UCP shall not be liable to CHDO for any costs incurred or performance rendered by CHDO before commencement or after termination of this agreement.

SECTION 7. ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES AND PROGRAM INCOME

A. CHDO must comply with applicable regulations under OMB Circular No. A-122 and the following requirements of 24 CFR Part 84 § 84.2, 84.5, 84.13 through 84.16, 84.26 through 84.28, 84.30, 84.31, 84.34 through 84.37, 84.40 through 84.48, 84.51, 84.60 through 84.62, 84.72, and 84.73 pursuant to 24 CFR 92.505(b).

B. CHDO shall maintain records of the receipt, accrual, and disposition of all program income funds in the same manner as required for in Section 7.A above for all funds under this agreement. CHDO shall provide reports of program income as requested by UCP and at the termination of this agreement.

C. If applicable, all program income must be re-invested by CHDO and applied towards housing initiatives for low and moderate income individuals and families including, but not limited to, acquisition, construction and rehabilitation of home ownership projects.

SECTION 8. RETENTION AND ACCESSIBILITY OF RECORDS

A. CHDO must establish and maintain those records listed under 24 CFR 92.508 and other records as may be determined by UCP.

B. CHDO shall give the UCP, the Comptroller of the United States, or any of their duly authorized representatives, access to and the right to examine all books, accounts, records, reports, files, and other papers, things, or property belonging to or in use by CHDO pertaining to this agreement. Such right to access shall continue as long as the records are retained by CHDO. CHDO agrees to maintain such records in an accessible location.

C. All records pertinent to this agreement shall be retained by CHDO for five years following the date of termination of this agreement or of submission of the final closeout reports, whichever is later, with the following exceptions:

1. If any litigation, claim or audit is started before the expiration of the five-year period and extends beyond the five-year period, the records will be maintained until all litigation, claims or audit findings involving the records have been resolved.

2. Records relating to real property acquisition shall be retained for the period of affordability required under 24 CFR 92.254 or 24 CFR 92.252 as applicable, plus five years

3. Records covering displacement and acquisitions must be retained for at least five years after the date by which all person displaced from the property and all person whose property is acquired for the project have received the final payment to which they are entitled in accordance with 24 CFR 92.353.

D. CHDO shall include the substance of this Section 8 in all subcontracts.

E. CHDO must provide citizens, public agencies, and other interested parties with reasonable access to records consistent with the Texas Public Information Act, TEXAS GOVERNMENT CODE, Chapter 522.

SECTION 9. REPORTING REQUIREMENTS

A. CHDO shall submit to UCP such reports on the operation and performance of this agreement as may be required by UCP including but not limited to the reports specified in this Section 9. In addition, CHDO shall provide UCP with all reports necessary for UCP compliance with 24 CFR 92.509 and 24 CFR Part 92, Subpart L and those reports listed in the UCP CHDO policy Section VII.

B. In addition to the limitations on liability otherwise specified in this agreement, it is expressly understood and agreed by the parties hereto that if CHDO fails to submit to UCP in a timely and satisfactory manner any report required by this agreement, UCP may, at its sole option and in its sole discretion, withhold any or all payments otherwise due or requested by CHDO hereunder. If UCP withholds such payments, it shall notify CHDO in writing of its decision and the reasons therefore. Payments withheld pursuant to this paragraph may be held by UCP until such time as the delinquent obligations for which funds are withheld are fulfilled by CHDO.

C. Acknowledgment of Funding Source. CHDO shall give credit to the UCP as the project-funding source in all presentations, written documents, publicity and advertisements regarding the development.

SECTION 10. MONITORING

The UCP reserves the right to, from time to time, carry out field inspections to ensure compliance with the requirements of this agreement. CHDO shall attend a preconstruction meeting prior to first construction draw. After each monitoring visit, UCP shall provide CHDO with a written report of the monitor's finding. If the monitoring reports note deficiencies in CHDO's performances under the terms of this agreement, the monitoring report shall include requirements for the timely correction of such deficiencies by CHDO. Failure by CHDO to take action specified in the monitoring report may be cause for suspension or termination of this agreement, as provided in Section 18 and Section 19 of this agreement.

SECTION 11. INDEPENDENT CHDO

A. It is expressly understood and agreed by the parties hereto that UCP is contracting with CHDO as an independent CHDO, and that CHDO, as such, agrees to hold UCP harmless and to indemnify UCP from and against any and all claims, demands, and causes of action of every kind and character which may be asserted by any third party occurring or in any way incident to, arising out of, or in connection with the services to be performed by CHDO under this agreement.

B. CHDO agrees that it will indemnify the County of Hidalgo and the UCP ("Indemnities") and hold County of Hidalgo and UCP harmless of, from, and against all claims, demands, actions, damages, losses, costs, liabilities, expenses, and judgments recovered from or asserted against County of Hidalgo and UCP on account of injury or damage to person or property to the extent any such damage or injury may be incident to, arise out of, or be caused, either proximately or remotely, wholly or in part, by an act or omission, negligence or misconduct on the part of CHDO or any of its agents, servants, employees, contractors, patrons, guests, licensees, or invitees entering upon the Housing being improved pursuant to this Agreement or when any such injury or damage is the result, proximate or remote, of the violation by CHDO, or any of its agents, servants, employees, contractors, patrons, guests, licensees, or invitees of any law, ordinance or governmental order of any kind, or when any such injury or damage may in any other way arise from or out of the acquisition,

rehabilitation, modification, or construction at the Housing herein or out of the use or occupancy of the Housing or the Housing themselves by CHDO, its agents, servants, employees, contractors, patrons, guests, licensees, or invitees, including without limitation, any damages or costs which may occur as a result of the design of the rehabilitation, modification, or construction of the Housing, the bidding process, actual rehabilitation, modification, or construction of the Housing, administration of the construction contracts by the County of Hidalgo and UCP or its designee, failure of the Housing prior to completion and acceptance of rehabilitation, modification, or construction of the Housing to work as designed, failure of the Contractor or manufacturer to honor its warranties, failure of CHDO to maintain the Housing, or the Housing themselves.

These terms of indemnification shall be effective upon the date of execution of this agreement and whether such injury or damage may result from the sole negligence, contributory negligence, or concurrent negligence of Indemnities; but not if such damage or injury may result from gross negligence or willful misconduct of Indemnities.

CHDO covenants and agrees that, in case the County of Hidalgo and/or UCP shall be made a party to any litigation against CHDO or in any litigation commenced by any party relating to this Agreement and the construction of the Housing contemplated hereunder, CHDO shall and will pay all costs and expenses, including reasonable attorneys' fees and court costs incurred by or imposed upon the County of Hidalgo or UCP by virtue of any such litigation.

CHDO, for and in consideration of UCP participation in this agreement, hereby agrees and covenants that CHDO will never institute any suit or action at law against the County of Hidalgo, UCP, their officers, agents, servants, or employees, (hereinafter referred to as RELEASEES), related to the performance by any party under this Agreement, nor institute, prosecute, or in any way aid in the institution or prosecution of any claim, demand, action or cause of action for damages, costs, expenses or compensation for, related to the performance by any party under this Agreement, whether or not caused by the negligence of Releases.

SECTION 12. SUBCONTRACTS

A. Except for subcontracts to which the federal labor standards requirements apply, CHDO may not subcontract for performances described in this agreement without obtaining UCP's prior written approval. CHDO shall only subcontract for performances described in this agreement to which the federal labor standards requirements apply after CHDO has submitted a Subcontractor Eligibility form, as specified by UCP, for each such proposed subcontract, and CHDO has obtained UCP's prior written approval, based on the information submitted, of CHDO's intent to enter into such proposed subcontract. CHDO, in subcontracting for any performances described in this agreement, expressly understands that in entering into such subcontracts, UCP is not in any manner liable to CHDO's subcontractor(s).

B. In no event shall any provision of this Section 12, specifically the requirement that CHDO obtain UCP's prior written approval of a subcontractor's eligibility, be construed as relieving CHDO of the responsibility for ensuring that the performances rendered under all

subcontracts are rendered as so as to comply with all of the terms of this agreement, as if such performances rendered were rendered by CHDO. UCP's approval of subcontractor's eligibility under this Section 12 does not constitute adoption, ratification or acceptance of CHDO's or subcontractor's performance hereunder. The act of approval of subcontractor's eligibility under this Section 12 does not waive any right of action which may exist or which may subsequently accrue to UCP under this agreement. UCP retains at all times the right to insist upon CHDO's full compliance with the terms of this agreement.

C. CHDO shall comply with all applicable federal, state, and local laws, regulations, and ordinances when making procurements under this agreement.

D. CHDO shall comply with all applicable federal, state, and local laws, regulations and ordinances for the term of this agreement.

SECTION 13. CONFLICT OF INTEREST

UCP shall ensure that no person who (1) is an employee, agent, consultant, officer or elected or appointed official of UCP that receives funds and who exercise or has exercised any functions or responsibilities with respect to activities assisted with funds provided under this agreement or (2) who is in a position to participate in a decision making process or gain inside information with regard to such activities may obtain a personal or financial interest or benefit from a HOME assisted activity, or have an interest in any agreement, subcontract, or contract (or the proceeds thereof) with respect to a HOME assisted activity either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter. CHDO shall ensure compliance with applicable provisions under 24 CFR 92.356 and OMB Circular A-110 in the procurement of property and services.

SECTION 14. NONDISCRIMINATION AND SECTARIAN ACTIVITY

A. Equal Opportunity. CHDO shall ensure that no person shall on the grounds of race, color, religion, sex, age, handicap, familial status, or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds provided under this agreement. In addition, funds provided under this agreement must be made available in accordance with the requirements of section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. §1701u) such that:

1. To the greatest extent feasible, opportunities for training and employment arising in connection with the planning and carrying out of any project assisted with HOME funds provided under this agreement be given to low-income persons residing within the general local government area or metropolitan are or nonmetropolitan county in which the project is located; and

2. To the greatest extent feasible, agreements for work to be performed in connection with any such project be awarded to business concerns, including. But not limited to, individuals or firms doing business in the field of planning, consulting, design,

architecture, building construction, rehabilitation, maintenance, or repair, which are located in or owned in substantial part by persons residing in the same metropolitan area or nonmetropolitan county as the project.

3. Religious Organizations. In accordance with 24 CFR 92.257, organizations religious or faith-based are eligible, on the same basis as any other organization, to participate in the HOME program. Organizations that are directly funded under the HOME program may not engage in inherently religious activities, such as worship, religious instruction, or proselytization, as part of the assistance funded under this part. If an organization conducts such activities, the activities must be offered separately, in time or location, from the assistance funded under this part, and participation must be voluntary for the beneficiaries of the assistance provided. A religious organization that participates in the HOME program will retain its independence from Federal, State and local governments, and may continue to carry out its missions including the definition, practice, and expression of religious beliefs, provided that it does not use direct HOME funds to support any inherently religious activities, such as worship, religious instruction or proselytization. An organization that participates in the HOME program assistance program shall not, in providing program assistance, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief. HOME funds may not be used for the acquisition, construction, or rehabilitation of structures to the extent that those are used for inherently religious activities, HOME funds may not exceed the cost of those portions of the acquisition, construction or rehabilitation that are attributable to eligible activities in accordance with the cost accounting requirements applicable to HOME funds in this part. Sanctuaries, chapels, or other rooms that a HOME-funded religious congregation uses as its principal place of worship, however, are ineligible for HOME-funded improvements.

SECTION 15. LEGAL AUTHORITY

A. CHDO assures and guarantees that CHDO possesses the legal authority to enter into this agreement, receive funds authorized by this agreement, and to perform the services CHDO has obligated itself to perform hereunder.

B. The person or persons signing and executing this agreement on behalf of CHDO, or representing themselves as signing and executing this agreement on behalf of CHDO, do hereby warrant and guarantee that he, she or they have been duly authorized by CHDO to execute this agreement on behalf of CHDO and to validly and legally bind CHDO to all terms, performances, and provisions herein set forth.

C. CHDO shall not employ, award contract to, or fund any person that has been debarred, suspended, proposed for debarment, or placed on ineligibility status by the U.S. Department of Housing and Urban Development. In addition, UCP shall have the right to suspend or terminate this agreement if CHDO is debarred, suspended, proposed for debarment, or ineligible from participating in the HOME Program.

SECTION 16. LITIGATION AND CLAIMS

CHDO shall give UCP immediate notice in writing of:

1) Any action, including any proceeding before an administrative agency filed against CHDO in connection with this agreement; and
2) Any claim against CHDO, the cost and expense of which CHDO may be entitled to be reimbursed by UCP. Except as otherwise directed by UCP, CHDO shall furnish immediately to UCP copies of all pertinent papers received by CHDO with respect to such action or Claim.

SECTION 17. CHANGES AND AMENDMENTS

A. Except as specifically provided otherwise in this agreement, any alterations, additions, or deletions to the terms of this agreement shall be by amendment hereto in writing and executed by both parties to this agreement.

B. It is understood and agreed by the parties here to that performances under this agreement must be rendered in accordance with the HOME investment Partnerships Act of 1990, 42 U.S.C. §§12701 et. Seq., the regulations promulgated under such Act, the assurances and certifications made to UCP by CHDO, and the assurances and certifications made to the United States Department of Housing and Urban Development by UCP with regard to the operation of the HOME Program. Based on these considerations, and in order to ensure the legal and effective performance of this agreement by both parties, it is agreed by the parties hereto that the performances under this agreement are amended by the provisions of the HOME Program, and any amendments thereto and may further be amended in the following manner: The Department of Housing and Urban Development may from time to time during the period of performance of this agreement issue policy directives which serve to establish, interpret, or clarify performance requirements under this agreement. Such policy directives promulgated in the form of HOME Issuances, shall have the effect of modifying the terms of this agreement and shall be binding upon CHDO, as if written herein, provided however that said policy directives and any amendments shall not alter the terms of this agreement so as to release UCP of any obligation specified in Section 5 of this agreement to reimburse costs incurred by CHDO prior to the effective date of said amendments or policy directives.

C. Any alterations, additions, or deletions to the terms of this agreement which are required by changes in Federal law or regulations are automatically incorporated into this agreement without written amendment hereto and shall become effective on the date designated by such law or regulation. The UCP of CHDO may require written changes or amendments to this Agreement when any substantial alterations, additions, or deletions to the terms of this agreement are required by changes in Federal law or regulations.

D. CHDO has provided an estimated Budget and Project Implementation Schedule based upon the proposed construction listed above, which budget and schedule will be attached hereto and made a pare hereof for all purposes as Exhibit B. Ten days prior to award of any funds pursuant to this Agreement, CHDO will provide a finalized Budget and Project Implementation Schedule, which includes a schedule of costs of completion, and a schedule

of completion for the various aspects of construction of the Housing which will be Exhibit B of this contracts for all purposes.

SECTION 18. SUSPENSION

In the event CHDO fails to comply with any term of this agreement, UCP may, in accordance with 24 CFR 85.43 and upon written notification to CHDO, suspend this agreement in whole or in part and withhold further payments to CHDO, and prohibit CHDO form incurring additional obligations of funds under this agreement.

SECTION 19. TERMINATION

The UCP may terminate this Agreement, in whole or in part, in accordance with 24 CFR 85.43 and this Section 19. UCP may terminate this agreement for convenience in accordance with 24 CFR 85.44. In the event CHDO materially fails as determined by UCP to comply with any term of this agreement, whether stated in a Federal statute or regulation, an assurance, in a State plan or application, a notice of award, or elsewhere, UCP may take one or more of the following actions:

1. Temporarily withhold cash payments pending correction of the deficiency by the CHDO or take more severe enforcement action against CHDO.
2. Disallow all or part of the cost of the activity or action not in compliance.
3. Wholly or partly suspend or terminate the current award for the CHDO program.
4. Withhold further HOME award from CHDO.
5. Take other remedies that may be legally available.

Additionally, this agreement may be cancelled upon thirty-day notice of cancellation upon mutual agreement of the parties.

SECTION 20. AUDIT

A. Unless otherwise directed by UCP, CHDO shall arrange for the performance of an annual financial and compliance audit of funds received and performances rendered under this agreement, subject of the following conditions and limitations:

1. CHDO shall have an audit made in accordance with 24 CFR 92.506, 24 CFR Part 85.26 or OMB Circular A-133 for any of its fiscal years included within the agreement period specified in Section 2 of this agreement in which CHDO receives more than $500,000 in federal financial assistance provided by a federal agency in the form of grants, agreements, loans, loan guarantees, property, cooperative agreements, interest subsidies, insurance or direct appropriations, but federal financial assistance does not include direct federal cash assistance to individuals. The term includes awards of federal financial assistance received directly from federal agencies, or indirectly through other units of state and local government.

2. At the option of CHDO, each audit required by this section may cover either CHDO's entire operations or each department, agency, or establishment of CHDO which received, expended or otherwise administered federal funds.

3. Notwithstanding Section 5(a)(4), Section 5(a)(5), and Section 6 of this agreement, CHDO may utilize funds budgeted under this agreement to pay for that portion of the cost of such audit services properly allocable to the activities funded by UCP under this agreement, provided however that UCP shall not make payment for the cost of such audit services until UCP has received such audit report from CHDO.

4. Unless otherwise specifically authorized by UCP in writing, CHDO shall submit the report of such audit to UCP within thirty (30) days after completion of the audit, but no later than one (1) year after the end of each federal fiscal period included within the period of this agreement. Audits performed under Subsection A of this Section 20 are subject to review and resolution by UCP or its authorized representative.

5. As part of its audit, CHDO shall verify expenditures according to the Budget attached as Exhibit B.

B. Notwithstanding Subsection A of this Section 20, UCP reserves the right to conduct an annual financial and compliance audit of funds received and performances rendered under this agreement. CHDO agrees to permit UCP or its authorized representative to audit CHDO's records and to obtain any documents, materials, or information necessary to facilitate such audit. Should an audit not be required by Subsection A of this Section 20, CHDO shall provide an annual audit to UCP of funds received in performance of this Agreement.

C. CHDO understands and agrees that it shall be liable to UCP for any costs disallowed pursuant to financial and compliance audit(s) of funds received under this agreement. CHDO further understands and agrees that reimbursement to UCP of such disallowed costs shall be paid by CHDO from funds which were not provided or otherwise made available to CHDO under this agreement.

D. CHDO shall take necessary action to facilitate the performance of such audit or audits conducted pursuant to this Section 20 as UCP may require of CHDO.

E. All approved HOME audit reports shall be made available for public inspection within 30 days after completion of the audit.

SECTION 21. ENVIRONMENTAL CLEARANCE REQUIREMENTS

A. CHDO understands and agrees that by the execution of this agreement UCP shall assume the responsibilities for environmental review, decision making, and other actions in accordance with and to the extent specified in 24 CFR 92.352 and 24 CFR, Part 58. However, if CHDO has staff experience and/or means to perform the environmental review, CHDO may request in writing, from UCP, approval to perform them.

SECTION 22. LABOR STANDARDS

All laborers and mechanics employed in the rehabilitation of a project assisted under this agreement that contains 12 or more dwelling units shall be paid wages at rates as determined by the Secretary of Labor in accordance with the Davis-Bacon Act (40 U.S.C.§276A-5), and contracts involving their employment shall be subject to the applicable provisions of the Contract Work Hours and Safety Standards Act (40 U.S.C.§§327-333). Construction contractors and subcontractors, must comply with regulations issued under these Acts and with other federal laws and regulations pertaining to labor standards and HUD Handbook 1344.1 (Federal Labor Standards Compliance in Housing and Community Development Programs), as applicable.

SECTION 23. SPECIAL CONDITIONS

A. Release of Funds. UCP shall not release any funds for any costs incurred by CHDO under this agreement until UCP has received certification from CHDO that its fiscal control and fund accounting procedures are adequate to assure the proper disbursal of and accounting for funds provided under this agreement. UCP shall specify the content and from of such certification.

B. Affordability. Funds provided under this agreement must meet the affordability requirements of the HOME rules for a period of 10 years. CHDO agrees to repay all HOME funds governed by this Agreement if the project fails to comply or ceases to comply with the affordability requirements as set forth herein. The affordability requirements must continue to be met throughout the term of the agreement and shall be binding upon the successors, assigns, and transfers of the CHDO as required 24 CFR 92.254.

C. Housing Quality Standards. CHDO shall ensure that all Housing assisted with funds provided under this agreement shall meet the requirements of 24 CFR 92.251.

D. Affirmative Marketing. CHDO shall adopt and submit for UCP's approval affirmative marketing procedures and requirements, not later than 30 days after the date this agreement is executed. The affirmative marketing procedures and requirements shall include, but need not be limited to, those specified in 24 CFR 92.351. UCP will assess the efforts of the CHDO's during marketing of the units by use of compliance certification or personal monitoring visit to the project at least annually. Where a CHDO fails to follow the affirmative marketing requirements, corrective actions shall include extensive outreach efforts to appropriate contacts to achieve the occupancy goals or other sanctions the UCP may deem necessary. CHDO must provide UCP with an annual assessment of the affirmative marketing program of the development. The assessment must include:

1. Method used to inform the public and potential homebuyers about federal fair housing laws and affirmative marketing policy. CHDO's advertising vacant units must include the equal housing opportunity logo or statement. Advertising media may include newspaper, radio, television, brochures, leaflets, or may involve simply a sign in a window. CHDO may wish to use community organizations, places of worship,

employment centers, fair housing groups, housing counseling agencies, social service centers or medical service centers as resources for this outreach.

2. Records describing actions taken by the CHDO to affirmatively market units and records to assess the results of these actions. CHDO must maintain a file containing all marketing efforts (i.e. copies of newspaper ads, memos of phone calls, copies of letters) to be available for inspection at least annually by UCP.

3. CHDO shall solicit applications for vacant units from persons in the housing market who are least likely to apply for the rehabilitated housing without benefit of special outreach efforts. In general, persons who are not of the race/ethnicity of the residents of the neighborhood in which the rehabilitated building is located shall be considered those least likely to apply.

4. CHDO shall maintain a listing of all homebuyers residing in each unit through the end of the compliance period.

E. Reversion of Assets. Upon termination of this Agreement, all funds remaining on hand on the date of termination, and all accounts receivable attributes to the use of funds received under this agreement shall revert to UCP. CHDO shall return these assets to UCP within seven (7) business days after the date of termination.

F. Enforcement of Agreement. CHDO shall provide UCP with a legally enforceable agreement to enforce the affordability requirements of Subsection B of this Section 23. CHDO shall record said agreement in the real property records of the county where the project is located and return the original document, duly certified as to recordation by the appropriate county official, to the UCP within two business days of closing.

G. Flood Insurance. Funds provided under this agreement may not be used in connection with acquisition or rehabilitation of a development located in an area identified by the Federal Emergency Agency (FEMA) as having special flood hazards, unless the locality in which the site is located is participating in the National Flood Insurance Program.

H. Displacement, Relocation, and Acquisition. CHDO must ensure that it has taken all reasonable steps to minimize the displacement of persons (families, business and nonprofit organizations) as a result of a project assisted with funds provided under this agreement. CHDO must comply with the applicable provisions of 24 CFR 92.353.

SECTION 24. INSURANCE

A. Insurance. CHDO shall have in force throughout the term of this Agreement insurance coverage consistent with the requirement in Exhibit E. A certificate to that effect will be provided to the County of Hidalgo/UCP at least ten (10) days prior to start of construction.

B. Notice to the UCP. CHDO shall require its insurance policies to provide that the HOME Manager of the UCP shall be given thirty (30) days advance notice by the insurer prior to

cancellation, nonrenewal, or material change of the insurance policies required by this Section 24. The insurer shall be subject to approval by the UCP.

C. Failure to maintain required insurance will be cause for the UCP to take control of the Housing and will cancel any claim that CHDO may have to the use of the Housing. CHDO shall provide UCP with certificates of insurance reflecting all coverages required in Exhibit #, and shall, upon request of UCP, promptly provide UCP with copies of the insurance policies.

D. Right to Re-evaluate and Adjust Limits. The UCP shall retain the right to reevaluate the insurance requirements and adjust the coverage limits upon thirty (30) days written notice. Insurance coverage limits shall be adjusted no more frequently than once a year.

SECTION 25. ORAL AND WRITTEN AGREEMENTS

A. All oral and written agreements between the parties to this agreement relating to the subject matter of this agreement that were made prior to the execution of this agreement have been reduced to writing and are contained in this agreement.

B. The attachments enumerated and denominated below are hereby made a part of this agreement, and constitute promised performances by CHDO in accordance with Section 4 of this agreement;

1. Exhibit A, Performance Statement

2. Exhibit B, Budget and Project Implementation Schedule

3. Exhibit C, Applicable Laws and Regulations

4. Exhibit D, Certifications

5. Exhibit E, Insurance Requirements

SECTION 26. JURISDICTION AND VENUE

The laws of the State of Texas shall apply to any dispute arising under this Agreement. For purposes of litigation pursuant to this agreement, venue shall lie in the County of Hidalgo, Texas where this Agreement was entered into and shall be performed.

SECTION 27. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

CHDO shall comply with all federal, state and local laws, statutes, ordinances, rules, regulations, orders and decrees of any court or administrative body or tribunal related to the activities and performances of CHDO under this agreement. Upon request by UCP, CHDO shall furnish satisfactory proof of its compliance herewith.

SECTION 28. REMEDIES

It is expressly understood and agreed by the parties hereto that any right or remedy provided for in this Section 28 or in any other provision of this agreement shall not preclude the exercise of any other right or remedy under this agreement or under any provision of law, nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies. Failure to exercise any right or remedy hereunder shall not constitute a waiver of the right to exercise that or any other right or remedy at any time.

Executed this _____ day of _____, 2008.

ATTEST:
Hidalgo County, Urban County Program

_____
UCP Director

(CHDO Agency Name)

_____
CHDO Director

ACKNOWLEDGEMENT

STATE OF TEXAS §
§ KNOW ALL BY THESE PRESENTS:
COUNTY OF HIDALGO §

This instrument was acknowledged before me on _____by _____ as Director of _____, a Texas nonprofit corporation, on behalf of said corporation.

(seal)

_____
NOTARY PUBLIC, State of Texas
NAME: _____
My Commission Expires: _____

ACKNOWLEDGEMENT

STATE OF TEXAS §
§ KNOW ALL BY THESE PRESENTS:
COUNTY OF HIDALGO §

This instrument was acknowledged before me on _____ by Diana R. Serna as Director of the Hidalgo County Urban County Program .

(seal)

_____
NOTARY PUBLIC, State of Texas
NAME: _____
My Commission Expires: _____

EXHIBIT A

PERFORMANCE STATEMENT

EXHIBIT B

BUDGET AND PROJECT IMPLEMENTATION SCHEDULE

PRELIMINARY CONSTRUCTION SCHEDULE

(see following pages)

Timetable and schedules

EXHIBIT C

OTHER FEDERAL REQUIREMENTS

1. Compliance with Federal Laws and Regulations. CHDO agrees to comply with all federal laws and regulations applicable to HOME and to the services and work covered under this Agreement.

2. Applicable Federal Civil Rights Laws and Executive Orders. The work to be performed under this Agreement is on a project assisted under a program providing direct federal financial assistance from HUD. In providing the services and work set forth in this Agreement, CHDO will carry out its work in a manner which will permit full compliance by UCP with the following, and CHDO shall strictly adhere to the following:

   a. Title VI of the Civil Rights Act of 1964, which provides that no person in the United States shall be excluded on the basis of race, color or national origin, from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

   b. Section 109 of the Housing and Community Development Acts of 1974 and 1977, as amended, which provide that no person in the United States shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available pursuant to said Acts.

   c. Title VIII of the Civil Rights Act of 1968, which mandates affirmative action toward furthering fair housing (in sale or rental of housing, financing of housing and provision of brokerage services) throughout the United States;

   d. Executive Order 11063, which provides for equal opportunity in housing and related facilities provided by federal financial assistance;

   e. Executive Order 11246, which provides that there shall be no discrimination in employment under federally assisted construction.

   f. Section 3 of the Housing and Urban Development Act of 1968, which provides for training, employment, and contracting Opportunities for business and lower income persons assurance of compliance.

      (1) The work to be performed under this Agreement is on a project assisted under a program providing direct federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given low-income residents of the project area and contracts for

work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in, the area of the project.

(2) The parties to this Agreement will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR Part 135, and all applicable rules and orders of the Department of Housing and Community Development issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

(3) CHDO will send to each labor organization or representative of workers with which it has a collective bargaining contract or other contract or understanding, if any, a notice advertising to the said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

(4) CHDO will include these Section 3 clauses in every contact and subcontract for work in connection with the project and will, at the direction of the State, take appropriate action pursuant to the contract upon a finding that any CHDO or subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135, and will not let any contract unless CHDO or subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

(5) Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of the Rehabilitation Contract shall be a condition of the federal financial assistance provided to the project, binding upon CHDO, its successors, and assigns. Failure to fulfill these requirements shall subject CHDO, its contractors and subcontractors, its successors, and assigns to those sanctions specified by the grant or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135 which provides that, to the greatest extent feasible, opportunities for training and employment shall be given to lower-income residents of HUD-assisted project areas, and that contracts for work in connection with such projects be awarded to business concerns which are located in, or are owned in substantial part by, persons residing in the area of the Program.

g. Section 504 of the Rehabilitation Act of 1973 (prohibits discrimination based on physical handicap) (Pub.L. 93-112), as amended, and implementing regulations when published for effect.

The Age Discrimination Act of 1975, as amended (Pub.L. 94-135), and implementing regulations when published for effect.

i. The relocation requirements of Title II and the acquisition requirements of Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and the implementing regulations at 24 CFR Part 42.

j. The requirements relating to minority and women's business enterprises set forth in Executive Order No. 11625 of October 13, 1971, 36 Fed. Reg. 1967, as amended by Executive Order No. 12007 of August 22, 1977, 42 Fed. Reg. 42839; and Executive Order No. 12432 of July 14, 1983, 48 Fed. Reg. 32551; and Executive Order No. 12138 of May 18, 1979, 44 Fed. Reg. 23637.

k. The Uniform Federal Accessibility Standards set forth in 24 CFR, Part 40, Appendix A.

The provisions of 24 CFR, Part 24, relating to the employment, engagement of services, awarding of contracts, or funding of any CHDOs or subcontractors during any period of debarment, suspension or placement in ineligibility status.

m. The provisions of 24 CFR, Part 570, relating to compliance with applicable uniform administrative requirements in acceptance and use of funds, as described in Section 570.502 (this document is available at the UCP office).

The provisions of 24 CFR, Part 570, relating to compliance with: 1) OMB Circular A-110 which sets standards for uniform administrative requirements for grants to non-profit organizations; and 2) OMB Circular A-122, which provides a set of cost principles for determining costs of grants and other agreements with non-profit organizations.

3. Nondiscrimination Under Title VI of the Civil Rights Act of 1964. CHDO under this Agreement shall be subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and HUD regulations with respect thereto including the regulations under 24 CFR, Part 1. In the sale, lease or other transfer of land acquired, cleared or improved with assistance provided under this Agreement, CHDO shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer prohibiting discrimination upon the basis of race, color, religion, sex or national origin, in the sale, lease or rental, or in the use of occupancy of such land or any improvements erected or to be erected thereon, and providing that CHDO and the United States are beneficiaries of and entitled to enforce such covenant. CHDO, in providing the services and work it is to provide pursuant to this Agreement, agrees to take such measures as are necessary to enforce such covenant and will not itself so discriminate.

4. Equal Employment Opportunity. In providing the work and services herein specified, CHDO shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. CHDO shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or

transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CHDO shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Federal Government or the UCP setting forth the provisions of this nondiscrimination clause. CHDO shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin. CHDO shall incorporate the foregoing requirements of this Paragraph 4 in all of its contracts for program work, and will require all of its subcontractors for such work to incorporate such requirements in all subcontracts for program work.

CHDO shall also maintain records containing:

a. Data on the extent to which each racial and ethnic group and single-headed households (by gender of household head) have applied for, participated in, or benefited from, any program or activity funded in whole or in part with HOME or other Federal funds. Such information shall be used only as a basis for further investigation as to compliance with nondiscrimination requirements. No CHDO is required to attain or maintain any particular statistical measure by race, ethnicity, or gender in covered programs.

b. Documentation of actions undertaken to meet the requirements of 8 570.607(b) which implements section 3 of the Housing Development Act of 1968, as amended (12 U.S.C. 1701U) relative to the hiring and training of low- and moderate-income persons and the use of local businesses.

c. Data indicating the racial/ethnic character of each business entity receiving a contract or subcontract of $25,000 or more paid, or to be paid, with HOME or other Federal funds, data indicating which of those entities are women's business enterprises as defined in Executive Order 12138, the amount of the contract or subcontract, and documentation of recipient's affirmative steps to assure that minority business and women's business enterprises have an equal opportunity to obtain or compete for contracts and subcontracts as sources of supplies, equipment, construction and services. Such affirmative steps may include, but are not limited to, technical assistance open to all businesses but designed to enhance opportunities for these enterprises and special out-reach efforts to inform them of contract opportunities. Such steps shall not include preferring any business in the award of any contract or subcontract solely or in part on the basis of race or gender.

5. Lead-Based Paint Hazards. Assistance provided under this Agreement is subject to the HUD Lead-Based Paint regulations at 24 CFR Part 35, hereby incorporated and made a part of this Agreement by reference. Any funding commitments made by UCP or CHDO shall be made subject to the provisions for the elimination of lead-based paint hazards under subpart B of said regulations.

6. Flood Disaster Protection. Notwithstanding any other provision of this Agreement, CHDO shall comply with the Flood Disaster Protection Act of 1973, as amended (P.L. 93-234), and the standards issued thereto. No portion of the monies to be paid to CHDO pursuant to

this Agreement shall be used for acquisition or construction purposes as defined under Section 3(a) of said Act, for use in an area identified by the Secretary of HUD as having special flood hazards which is located in an area not in compliance with the requirements for participation in the National Flood Insurance Program pursuant to Section 201(d) of said Act; and the use of any of said monies for such acquisition or construction in such identified areas in communities then participating in the National Flood Insurance Program shall be subject to the mandatory purchase of flood insurance requirements of Section 102(a) of said Act.

Any contract or Agreement for the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement shall contain, if such land is located in an area identified by the Secretary of HUD as having special flood hazards and in which the sale of flood insurance has been made available under the National Flood Insurance Act of 1968, as amended, 42 U.S.C. 4001, et seq., provisions obligating the transferee and its successors or assigns to obtain and maintain, during the ownership of such land, such flood insurance as required with respect to financial assistance for acquisition or construction purposes under Section 102(a) of the Flood Disaster Protection Act of 1973, as amended. Such provisions shall be required notwithstanding the fact that the construction on such land is not itself funded with assistance provided under this Agreement.

7. Interest of Certain Federal Officials. No member of or delegate to the Congress of the United States, and no Resident Commissioner, shall be admitted to any share or part of this Agreement or to any benefit arising from same.

8. Conflict of Interest. No officer, employee, or agent of CHDO who exercises any functions or responsibilities with respect to the HOME Program or to the services and work to be performed by CHDO pursuant to this Agreement, during such officer's employee's, or agent's tenure or for one (1) year thereafter, shall have any personal or financial interest or benefit, direct or indirect, in this Agreement or the proceeds thereof. CHDO shall incorporate or cause to be incorporated in every contract required to be in writing a provision prohibiting such interest pursuant to the purposes of this Section.

9. Prohibition Against Payments of Bonuses or Commissions. The assistance provided under this Agreement shall not be used in the payment of any bonus or commission for the purposes of obtaining HUD approval of the application for such assistance, or HUD approval of applications for additional assistance, or any other approval or concurrence of HUD required under this Agreement, Title I of the Housing and Community Development Acts of 1974 or 1977, or HUD regulations with respect thereto; provided, however, that reasonable fees or bona fide technical, consultant, managerial or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as program costs.

10. Copyrights. If this Agreement results in a book or other copyrightable material, the author is free to copyright the work, but HUD reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, all copyrighted material and all material which can be copyrighted.

11. Patents. Any discovery or invention arising out of or developed in the course of work aided by this Agreement shall be promptly and fully reported to UCP and HUD for determination by HUD as to whether patent protection on such invention or discovery shall be sought and how the rights in the invention or discovery, including the rights under any patent issued thereon, shall be disposed of and administered, in order to protect the public interest.

12. Political Activity.

a. Political Reform Act. CHDO shall comply with the applicable provisions of the Political Reform Act of 1974, as amended, relating to conflicts of interest (codified at Texas Government Code Section 87000, et seq.). CHDO will promptly advise UCP of the facts and circumstances concerning any disclosure made to it or any information obtained by it relating to conflicts of interest.

b. Partisan Activity Prohibited. No funds provided in this Agreement shall be used for any partisan political activity or to further the election or defeat of any candidate for public office; nor shall they be used to provide services, or for the employment or assignment of personnel in a manner supporting or resulting in the identification of programs conducted pursuant to this Agreement with the following: (1) any partisan or nonpartisan political activity or any other political activity associated with a candidate, or contending faction or group, in an election for public or party office; (2) any activity to provide voters or prospective voters with transportation to the polls or similar assistance in connection with any such election; or (3) any voter registration activity.

Participants employed in the administration of UCP's programs funded by HOME or other Federal funding, and participants whose principle employment is in connection with an activity financed by HOME or other Federal funding or resultant proceeds are subject to limitation on political activities under the Hatch Act (U.S.C. 1502(a), 18 U.S.C. 595). All participants may take part in nonpartisan activities outside working hours.

c. Lobbying Prohibited. None of the funds provided under this Agreement shall be used for publicity or propaganda purposes designed to support or defeat legislation pending before the Congress.

13. Guidelines on Church-Related Activities.

a. Construction or Rehabilitation of Facilities. HOME or other Federal funding recipients shall not use any funds to construct, rehabilitate, maintain, or restore religious structures (including those which may be historic properties) currently used for religious purposes. Block Grant funds shall not be used to construct, rehabilitate, maintain, or restore structures or other real property owned by "pervasively sectarian" organizations. Block Grant funds shall not be used to assist a religious organization in acquiring property. These prohibitions apply whether or not the property is used for religious services or instruction or is used in any other way for religious activities.

14. Property Standards

In accordance with 24 CFR 92.251, housing that is newly constructed with HOME funds must meet all applicable local codes, ordinances, and zoning ordinances at the time of project completion. Newly constructed housing must meet the current edition of the, Model Energy Code published by the Council of American Building Officials. The CHDO must assure that unit design specifications and necessary inspections of each unit is conducted to meet compliance requirements. File documentation must demonstrate compliance.

15. Environmental Requirements

Notwithstanding nay provisions of this Agreement, the parties hereto agree and acknowledge that this Agreement does not constitute a commitment of funds or site approval, and that such commitment of funds or approval may occur only upon satisfactory completion of environmental review and receipt by the Participating Jurisdiction of a release of funds from the U.S. Department of Housing and Urban Development under 24CFR Part 58. The parties further agree that the provision of any funds to the project is conditioned on the Participating Jurisdiction's determination to proceed with, modify or cancel the project based on the results of a subsequent environmental review.

END CONDITIONS OF FEDERAL FUNDING

EXHIBIT D

Certification Regarding Lobbying for
Agreements, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of its knowledge and belief, that:

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

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

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

This certification is material representation of fact which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 132. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

(CHDO Agency Name)

Signed: _____
Director

_____
Date

EXHIBIT E

INSURANCE REQUIREMENTS

1. CHDO Insurance. CHDO, at its sole cost and expense, for the full term of this Agreement (and any extensions thereof), shall obtain and maintain at minimum compliance with all of the following insurance coverage(s) and requirements. Such insurance coverage shall be primary coverage as respects UCP and any insurance or self-insurance maintained by UCP shall be excess of CHDO's insurance coverage and shall not contribute to it.

2. Subcontractor(s) Insurance. If CHDO utilizes one or more subcontractors in the performance of this Agreement, CHDO shall obtain and maintain independent insurance as to each subcontractor or otherwise provide evidence of insurance coverage for each subcontractor equivalent to that required of CHDO in this Agreement, unless CHDO and UCP both initial here _____/ _____ .

3. Types of Insurance and Minimum Limits. The following types of insurance and minimum limits are required for at least the following minimum coverage and limits of liability.

   a. Worker's Compensation written in accordance with the laws of the State of Texas and providing coverage for any and all employees of CHDO in the minimum statutorily required coverage amounts.

   b. Automobile Liability Insurance for each of CHDO's vehicles used in the performance of this Agreement, including owned, non-owned (e.g. owned by CHDOs employees or contractors), leased or hired vehicles, in the minimum amount of $300,000 combined single limit per occurrence for bodily injury and property damage. This insurance coverage shall not be required if vehicle used by CHDO is not a material part of performance of this Agreement and CHDO and UCP both certify to this fact.

   c. Comprehensive or Commercial General Liability Insurance coverage in the minimum amount of $300,000 combined single limit, including coverage for:

      (1) Bodily injury.
      (2) Personal injury.
      (3) Broad form property damage.
      (4) Contractual liability.
      (5) Cross-liability.

4. Other Insurance Provisions.

   a. If any insurance coverage required in this Agreement is provided on a "Claims Made" rather than "Occurrence" form, CHDO agrees to maintain the required

coverage for duration of this Agreement (hereinafter "post agreement coverage") and any extensions thereof. CHDO may maintain the required post agreement coverage by renewal or purchase of prior acts or tail coverage. This provision is contingent upon post agreement coverage being both available and reasonably affordable in relation to the coverage provided during the term of this Agreement. For purposes of interpreting this requirement, a cost not exceeding 100% of the last annual policy premium during the term of this Agreement in order to purchase prior acts or tail coverage for post agreement coverage shall be deemed to be reasonable.

5. Endorsements.

a. All required Automobile and Comprehensive or Commercial General Liability Insurance shall be endorsed to contain the following clause, with the exception that Endorsement (ii), providing for 30-day notices, is the only endorsement required to be made a part of the Worker's Compensation and Employers' Liability policy coverage.

(1) "The County of Hidalgo, its employees, officers, agents and volunteers are hereby added as additional insurers, but only as respects work done by, for, or on behalf of the named insured under Agreement with the County of Hidalgo."

(2) "Thirty (30) days prior written notice shall be given to the County of Hidalgo in the event of cancellation, reduction in coverage, or non-renewal of this policy for whatever reason."

6. Proof of Coverage.

a. CHDO agrees to provide its insurance broker(s) with a full copy of these insurance provisions and provide UCP on or before the effective date of this Agreement with Certificate of Insurance for all required coverages. Copies of all the required Endorsements required above shall be attached to the Certificate(s) of Insurance or other evidence of insurance acceptable to the County of Hidalgo, which shall be provided by CHDO's insurance company as evidence of the stipulated coverages. This Proof of Coverage shall then be mailed to the County of Hidalgo at the following address:

HOME Coordinator
County of Hidalgo
Urban County Program
1916 Tesoro Blvd.
Pharr, TX 78577

END INSURANCE REQUIREMENTS

AI-10586 **8.C.**

Engineering contract with Dos Logistics
CC REGULAR

Date: 08/19/2008
Submitted By: Angela Garcia, BUDGET & MANAGEMENT
Submitted For: Estella Weber
Department: BUDGET & MANAGEMENT
Agenda Area: Urban County

Information

CAPTION

The Urban County Program requests approval to amend a professional engineering contract with Dos Logistics, Inc., to include an additional time extension of sixty (60) days for contract completion for the planning services for Water/Sewer Improvements for the Delta Area Regional Water/Wastewater Treatment Plants.

BACKGROUND

Hidalgo County Commissioner's Court approved a professional engineering contract with Dos Logistics, Inc. on March 11, 2008 in the amount of $500,000.00. Amendment #1 is to request an additional 60 days for completion of the planning study. There is no budget increase to the contract.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

No budget increase to the contract.

Attachments

Link: amended contract

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	08/14/2008 07:48 AM	APRV
2	Veronica Lopez	Veronica Lopez	08/14/2008 10:00 AM	APRV
3	Auditor's Office	Linda Fong	08/14/2008 02:31 PM	APRV
4	Purchasing Department	Marty Salazar	08/14/2008 02:42 PM	APRV
5	Court Administrator	Angela Garcia	08/14/2008 04:50 PM	APRV

Form Started By: Angela Garcia — Started On: 08/13/2008 09:00 AM

Final Approval Date: 08/14/2008

DL, INC.
DOS LOGISTICS, INC.

Corporate Office

August 6, 2008

Ms. Diana Serna, Director
Hidalgo County Urban County Director
1916 Tesoro Boulevard
Pharr, Texas 78577

RE: PLANNING SERVICES & WATER/SEWER IMPROVEMENT PROJECT FOR DELTA AREA REGIONAL WATER/WASTEWATER TREATMENT PLANT: PROJECT ACCOUNT NO. 5007-91-2000/0310-5000-9100

Dear Ms. Serna:

During a recent evaluation of the referenced contract, executed on March 11, 2008, Dos Logistics, Inc. (DL, Inc.) determined that additional time will be required to finalize the Environmental Information Documents (EID) as part of our project scope of work. As of today, DL, Inc. has yet to receive the City of Elsa Facility Plan being generated by the Brown and Caldwell group as part of the Border Environmental Cooperation Commission (BECC) Delta Area Water and Wastewater study. This plan is essential for completion of the Elsa environmental report as well as the Regional environmental document as required under this contract.

Due to this pending issue and resulting constraints on our proposed scope of work project schedule, DL, Inc. is requesting a 60-day, no-cost time extension on its contract. The period of this extension will take effect upon the contractual date of termination of our existing agreement.

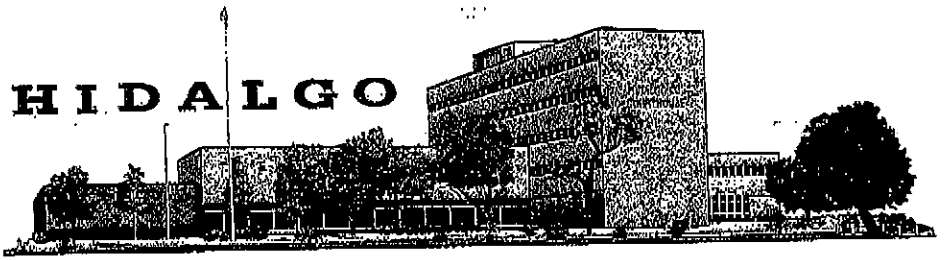
DL, Inc. will continue working on scope of work deliverables throughout this period for completion of the EID documents. Please be advised that this request will not change the contractual funding agreement between the Hidalgo County Urban County Program (UCP) and DL, Inc. as well as other general responsibilities of the firm for this project.

Thank you for your consideration to this important request. If you should have any questions or require additional information, please do not hesitate to contact me at (956) 797-4601 or via email at ericybarra@doslogistics.com.

Respectfully,

ERIC C. YBARRA
President/CEO

COUNTY of HIDALGO



SYLVIA S. HANDY
County Commissioner, Pct. 1
1902 Joe Stephens Ave.
Weslaco, TX 78596
(956) 968-8733

AUG 8

August 8, 2008

Mrs. Lupita Garcia
Urban County Program
1916 Tesoro Blvd.
Pharr, Texas 78577

Re: Planning Services & Water/Sewer Improvement Project

Dear Mrs. Garcia:

Pct. 1 is requesting Hidalgo County Commissioner Court grant the 60 day extension requested by Dos Logistics on the contract for the Planning Services & Water/Sewer Improvement Project for the Delta Area Regional Water/Wastewater Treatment Plant. The period of the extension will take effect upon the contractual date of termination of Dos Logistics existing contract.

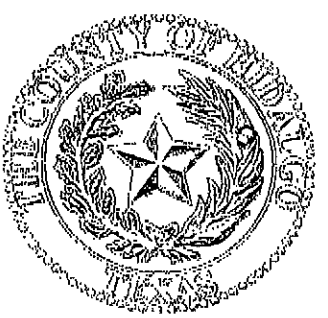
Pct. 1 is requesting this item be placed on the August 19, 2008 Hidalgo County Commissioners Court Agenda.

If you need additional information, please contact Juan J. Ybarra, Pct. 1 CDBG Coordinator at (956) 968-8733.

Sincerely,

Joseph Palacios

Joseph Palacios
Chief Administrator, Pct. 1



AI-10585 **8.D.**

Monthly Report by Dos Logistics
CC REGULAR

Date: 08/19/2008
Submitted By: Angela Garcia, BUDGET & MANAGEMENT
Submitted For: Estella Webber
Department: BUDGET & MANAGEMENT
Agenda Area: Urban County

Information

CAPTION

Presentation of monthly status report by Dos Logistics, Inc. on the development of an Environmental Information Study and a Preliminary Engineering Report in connection with Pct. #1 Water/Sewer Improvement and Planning Activity.

BACKGROUND

As required by contract.

Fiscal Impact

Attachments

Link: Attachment

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	08/14/2008 07:48 AM	APRV
2	Veronica Lopez	Veronica Lopez	08/14/2008 09:58 AM	APRV
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4	Purchasing Department	Marty Salazar	08/14/2008 02:36 PM	APRV
5	Court Administrator	Angela Garcia	08/14/2008 04:50 PM	APRV

Form Started By: Angela Garcia — Started On: 08/13/2008 08:59 AM

Final Approval Date: 08/14/2008

June – July 2008

Delta Area Regional Water/Wastewater Treatment Plant



Monthly Update Report

Project No.: 5007-91-2000-0310-5000-9100

DL, INC.

Monthly Summary of Work
Delta Area Regional Water/Wastewater Treatment Plant
(Elsa, Edcouch, and La Villa)
Update Report

Environmental Information Documents

Dos Logistics, Inc. (DL, Inc.) has completed its portion of the City of La Villa and City of Edcouch environmental review documents in accordance with USDA RUS environmental review guidelines. The reports include resource information from the Facility Plans for these respective Cities completed by Brown and Caldwell for the Border Environmental Cooperation Commission (BECC) study. The EID's were sent out to various State and Federal agencies in July for review and recommendations as required by the process, including *USFWS, NRCS, USACE, FEMA, BIA, BLM, NPS, USFS, THC, TGLO, and TPWD*. A 30-day response by correspondence is anticipated from the various agencies – however, DL, Inc. has begun receiving replies from the agencies sooner than the allotted time

Currently, DL, Inc. has not received a copy of the City of Elsa Facility Plan from the BECC study facilitated by the Brown and Caldwell group. DL, Inc. understands that the delay is due to incomplete surveying of the distribution lines and other structures as needed to complete the study. In anticipation of this setback in time, DL, Inc. has completed as much of the Elsa environmental report as possible in advance – thereby allowing us to review and apply the facility plan information promptly and preventing any further delays in the process.

The *Regional Environmental Report* is also complete up to the Elsa EID. Once the Facility Plan is received, DL, Inc. will apply the data for substantial completion of this report and submit to the pertinent State and Federal agencies for review.

Quality Assurance/Quality Control

DL, Inc. completed technical QA/QC evaluations of the City of Edcouch and La Villa Water and Wastewater Facility Plans for application to the EID documents submitted to respective environmental regulatory agencies.

DL, Inc. concluded that methodology and results from the Facility Plans were consistent with the goals of the study and data needed to support the environmental process. However, DL, Inc. did find questionable data with respect to the service areas reported by Brown and Caldwell and are in the process of verifying those service areas.

Project Management and Coordination

Two Stakeholders Meetings are currently being coordinated for the month of August. These meetings will comply with the county's commitment to keeping the public informed throughout the study process and provide information on the project history, the need for the project and conditions of the existing systems, as well as any interim solutions and/or alternatives considered. An educational brochure is also being developed as well as various project handout materials and display items for the meeting. Venues for the meetings are being considered as well and DL, Inc. is coordinating various alternative sites with Precinct 1 to maximize public participation.

The DL, Inc. team also continued its state and federal grant searches – specifically on eligible grant funding programs for investments in public works, economic development facilities, and water and environmental programs. Current research has yielded eligible funding programs through the USDA; CFDA; EDA; Texas Water Development Board; and the BECC. Information is being attained on pre-application coordination; application completion requirements; and other eligibility information.

AI-10671 **9.A.**

County Judge's Office
CC REGULAR

Date: 08/19/2008
Submitted By: Sandra De Leon, COUNTY JUDGE
Submitted For: Raul Lozano
Department: COUNTY JUDGE
Agenda Area: County Judge's Office

Information

CAPTION

1. Presentation by Appraisal District on the re-evaluation of property values on homes damaged and/or destroyed during Hurricane Dolly
2. Consideration and approval for Appraisal District to proceed with the re-evaluation of property values as per Tax Code Section 23.02

BACKGROUND

Fiscal Impact

Attachments

Link: letter

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	08/15/2008 08:46 AM	APRV
2	Erika Reyna	Erika Reyna	08/15/2008 08:56 AM	APRV
3	Auditor's Office	Linda Fong	08/15/2008 11:18 AM	APRV
4	Purchasing Department	Marty Salazar	08/15/2008 03:53 PM	APRV
5	Court Administrator	Angela Garcia	08/15/2008 04:00 PM	APRV
Form Started By: Sandra De Leon			Started On: 08/15/2008 08:05 AM	
Final Approval Date: 08/15/2008				

JD Salinas III
Hidalgo County Judge

July 28, 2008

Rolando Garza, Chief Appraiser
Hidalgo County Appraisal District
4405 Professional Dr.
Edinburg, Texas 78539

Dear Mr. Garza:

As per our conversation on Friday, July 25, 2008 regarding the devastating effects that Hurricane Dolly brought upon Hidalgo County residents, the Hidalgo County Commissioners Court would like to request that the Appraisal District consider re-evaluating the property values of those citizens that have been affected by the aftermath of the hurricane.

As you may already know, hundreds of homes were damaged or completely destroyed by the floodwaters, most of them in rural areas with low income residents. Your consideration towards this request is greatly appreciated.

Sincerely,

Juan D. Salinas, III
Hidalgo County Judge

P.O. Box 1356 ★ Edinburg, Texas 78540 ★ Phone (956) 318-2600 ★ Fax (956) 318-2699

AI-10404 **10.A.**

Approval of 2008-2009 D.A. State Supplement Budget
CC REGULAR

Date: 08/19/2008
Submitted By: Roy Cazares, DISTRICT ATTORNEY
Department: DISTRICT ATTORNEY
Agenda Area: District Attorney

Information

CAPTION

DA-State Supplement (080-010)
1. Approval of 2008-2009 D.A. State Supplement Budget, fund 1281, in the amount of $34,450.00.
2. Approval to set salaries for the new fiscal year, FY 2009
3. Approval of salary schedule.

BACKGROUND

Funding is provided by the State; grant period is from Sept. 1, 2008 to Aug. 31, 2009.
Slot #080-010-T001, Clerk Typist Position, is currently vacant.
Slot #080-010-T002, Clerk Typist position, is currently filled for FY 2008 and will remain filled for FY 2009.
Both positions are temporary P/T, object code 122, not to exceed six (6) months.

Fiscal Impact

FISCAL YEAR: 2008-2009 **ACCT. #:** 8-1281-412-00-080-010-9-XXX
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:** N

BUDGETARY IMPACT:

Appropriation of funds for the DA State Supplement for 2008-2009 in the amount of $34,450.00 (period covers from Sept. 1, 2008 to Aug. 31, 2009).

Revenue Acct #8-1281-334-00-080-010-9-000 "DA State Supplement Grant Revenue"

Funding is determined and provided by the State, please see attached email sent by the Tx State Comptroller's office.

Attachments

Link: LOT
Link: DA Supplement Salary Schedule
Link: State Supplement SS submitted by Dept
Link: State Supplement fund 1281 BA

Link: DA State Supplement
email

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	07/31/2008 07:50 AM	APRV
2	Ivan Cantu	Ivan Cantu	08/12/2008 03:53 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	08/13/2008 02:37 PM	APRV
4	Auditor's Office	Linda Fong	08/14/2008 02:35 PM	APRV
5	Mike Escaname		08/15/2008 05:32 PM	NEW

Form Started By: Roy Cazares Started On: 07/30/2008 05:20 PM

Final Approval Date: 08/15/2008

Letter of Transmittal

HIDALGO COUNTY
DEPARTMENT OF BUDGET AND MANAGEMENT

Date: 8/13/2008

To: Esther Cortez, Human Resources Director

From: Valde Guerra
Commissioner Court Executive Officer

Attached, please find ___1___ original set (s) of an H.R. related agenda item that requires H.R. **review** and **approval**. Please return original document with corresponding signature of approval.

AI: 10404

C.C. Date: 8/19/2008

Dept: District Attorney's Office-State Supplement

Note: Personnel adjustment forms must be reviewed and signed by an authorized HR representative and returned to Budget & Management Dept. by 11:00 am on Friday's for inclusion on the following weeks Commissioners' Agenda.

RECEIVED
AUG 13
HUMAN RESOURCES

Human Resources Dept:

Received By: Sylvia Ros

Title: Chief Admin.

Date: 08-13-08 **Time:** 3:50

HIDALGO COUNTY
COMMISSIONER COURT
2008 SALARY SCHEDULE

1281-412-00-080-010-9
DA STATE SUPPLEMENT

AI-10404

Slot #	Obj Code	POSITION TITLE	2007 BUDGETED SALARY	2008 ADJUSTED SALARY	2008 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2008 BUDGETED SALARY	2008 ACTUAL SALARY	Other Allowances					2008 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
T001	122	CLERK TYPIST	$19,197.00	($697.00)	$18,500.00	0	$0.00	$0.00	$18,500.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
T002	122	CLERK TYPIST	$6,665.00	$0.00	$6,665.00	0	$0.00	$1,000.00	$7,665.00	$7,192.00	$0.00	$0.00	$0.00	$0.00	$0.00	$7,192.00
		Grand Total	$25,862.00	($697.00)	$25,165.00		$0.00	$1,000.00	$26,165.00	$7,192.00	$0.00	$0.00	$0.00	$0.00	$0.00	$7,192.00

Approval to set salaries for FY 2009 (9-1-08 to 8-31-09), pending CC approval.

DISTRICT ATTORNEY'S OFFICE

Budget Period: September 1, 2008 - August 31, 2009-FY 2009
8-1281-412-00-080-010-9
Department No.: 080

Slot	Job Title	2008/2009 Base Salary	FICA	Health Insurance	Life Insurance	Retirement	Unemployment	Workers' Comp.	TOTAL
T001	CLERK TYPIST-VACANT-Temp P/T, object code 122	$18,500.00	1415.25	0.00	$0.00	$0.00	$83.25	$194.25	$20,192.75
T002	CLERK TYPIST-Temp P/T, object code 122	$7,665.00	586.37	0.00	$0.00	$0.00	$34.49	$80.48	$8,366.35
	Grand Total	$26,165.00	2001.62	0.00	$0.00	$0.00	$117.74	$274.73	$28,559.10

DATE: AUGUST 5, 2008
DEPARTMENT HEAD: RENE GUERRA, CRIMINAL DISTRICT ATTORNEY
DEPARTMENT NAME: DISTRICT ATTORNEY'S OFFICE
ACCOUNT NUMBER: 8-1281-412-00-080-010-9- D.A. STATE SUPPLEMENT

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE OBJECT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT
8-1281-412-00-080-010-9-122	Temp P/T Employees	25,164.90
8-1281-412-00-080-010-9-220	FICA	1925.12
8-1281-412-00-080-010-9-250	Unemployment	113.25
8-1281-412-00-080-010-9-260	Workers' Comp.	264.23
8-1281-412-00-080-010-9-442	Equipment & Vehicle Rental	1820.00
8-1281-412-00-080-010-9-583	Travel Out of County	2000.00
8-1281-412-00-080-010-9-601	Office Supplies	3,162.50
	Total Appropriations	34,450.00
8-1281-334-00-080-010-9-000	DA State Supplement Grant Revenue	$34,450.00
	TOTAL BUDGET INCREASE REQUEST	$34,450.00

REASON: 2008-2009 (FY 2009) State Supplement Funding from Sept. 1, 2008 to Aug. 31, 2009.

There are no areas in my current budget to reduce in order to fund the above-mentioned item(s).

ROY CAZARES FOR RENE GUERRA
CRIMINAL DISTRICT ATTORNEY

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

COUNTY AUDITOR'S FORM: SFA-CA-016
REVISED:05/01/2000

Ivan Cantu

From: Mike Escaname [mike.escaname@auditor.co.hidalgo.tx.us]
Sent: Tuesday, August 12, 2008 3:01 PM
To: ivan.cantu@co.hidalgo.tx.us
Subject: FW: Office Apportionment Amount for FY 2009

Ivan,

FYI,

Mike

Mike Escaname
Grant Accounting Supervisor
Hidalgo County Auditors Office
Edinburg, Texas 78539
(956) 318-2511 ext. 4670

-----Original Message-----
From: Peter Gilfillan [mailto:Peter.Gilfillan@cpa.state.tx.us]
Sent: Friday, August 08, 2008 9:55 AM
To: Mike Escaname
Subject: RE: Office Apportionment Amount for FY 2009

Mr.. Escaname,

You are correct. The amounts will be dispersed in three installments of $11,483.33 in September, January and May. If you need any other information, please feel free to contact us.

Thank you,

Peter Gilfillan
Budget Analyst, Judiciary
Comptroller's Judiciary Section
Texas Comptroller of Public Accounts
P.O. Box 13528
Austin, Texas 78711-3528
(512) 463-1694
(800) 531-5441 ext. 3-1694
Fax (512) 936-0132

IMPORTANT NOTICE: This communication and any attachments may contain privileged or confidential information under the Texas Public Information Act and/or applicable state and federal laws. If you have received this message in error, please notify the sender immediately.

From: Mike Escaname [mailto:mike.escaname@auditor.co.hidalgo.tx.us]
Sent: Friday, August 08, 2008 9:52 AM
To: Peter Gilfillan
Subject: Office Apportionment Amount for FY 2009

Good Morning Mr. Gilfillan,

The purpose of this e-mail is to confirm our phone conversation in which you stated the amount appropriated for the FY 09 (September 208 through August 2009) in Office Apportionment funds for Hidalgo County DA is $34,450.00.

Let me know if you concur.

Thank you,

Mike Escaname
Grant Accounting Supervisor
Hidalgo County Auditors Office
(956) 318-2511



Mike Escaname
Grant Accounting Supervisor
Hidalgo County Auditors Office
Edinburg, Texas 78539
(956) 318-2511 ext. 4670

AI-10622 **11.A.**

Burner Station Property
CC REGULAR

Date: 08/19/2008
Submitted By: Sandra Garcia, RIGHT OF WAY DEPT.
Submitted For: Joe Pena
Department: RIGHT OF WAY DEPT.
Agenda Area: Right of Way

Information

CAPTION

Presentation for discussion, consideration, acceptance and approval of request for payment of HUD-1 Settlement Statement for the 5.0 acre tract of land for the Burner Station property in Weslaco with authority for County Auditor to review and complete processing procedures and for County Treasurer to issue manual check.

BACKGROUND

Earnest Money Contract approved by Commissioners' Court on 8/12/08. (Precinct # 1)

Fiscal Impact

FISCAL YEAR: 8 **ACCT. #:** 8-1100-432-00-121-001-0-719
FUNDS AVAILABLE Y/N?: Pending **MATCHING FUNDS Y/N?:** N

BUDGETARY IMPACT:

Pending Transfer, see AI-10674. Settlement amount of $125,660.14 (see attached).

Attachments

Link: Settlement Statement
Link: Pay Memo

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	08/14/2008 07:53 AM	APRV
2	Dale Kennan	Dale Kennan	08/14/2008 08:51 AM	APRV
3	Auditor's Office	Linda Fong	08/14/2008 01:39 PM	APRV
4	Dale Kennan	Dale Kennan	08/14/2008 05:44 PM	APRV
5	Sergio Cruz	Sergio Cruz	08/15/2008 01:13 PM	APRV
6	Purchasing Department	Marty Salazar	08/15/2008 03:53 PM	APRV
7	Court Administrator	Angela Garcia	08/15/2008 04:00 PM	APRV

Form Started By: Sandra Garcia Started On: 08/13/2008 04:47 PM

Final Approval Date: 08/15/2008

A. Settlement Statement

U.S. Department of Housing and Urban Development

OMB Approval No. 2502-0265 (expires 11/30/2009)

B. Type of Loan

1. ☐ FHA 2. ☐ FmHA 3. ☐ Conv. Unins 4. ☐ VA 5. ☐ Conv. Ins.

6. File Number:	7. Loan Number:	8. Mortgage Insurance Case Number:
112906		

C. Note: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.

D. Name & Address of Borrower:	E. Name & Address of Seller:	F. Name & Address of Lender:
County of Hidalgo *509 E. Earling Road, San Juan, TX 78589*	*Jessica Marie Pineda* *3609 N. Texas Blvd., Weslaco, TX 78596*	

G. Property Location:	H. Settlement Agent:	Rescission Date:
5.0 acre tract-Campacuas Addition *Weslaco, TX 78596* *Hidalgo County*	*Atlas & Hall, L.L.P.* *TIN: 74-1210059* Place of Settlement: *818 Pecan* *McAllen, TX 78501*	I. Settlement Date: *08/18/2008*

J. Summary of Borrower's Transaction		K. Summary of Seller's Transaction	
100. Gross Amount Due From Borrower		**400. Gross Amount Due To Seller**	
101. Contract sales price	$125,000.00	401. Contract sales price	$125,000.00
102. Personal property		402. Personal property	
103. Settlement charges to borrower (line 1400)	$1,044.00	403.	
104.		404.	
105.		405.	
Adjustments for items paid by seller in advance		**Adjustments for items paid by seller in advance**	
106. City/town taxes to		406. City/town taxes to	
107. County taxes to		407. County taxes to	
108. Assessments to		408. Assessments to	
109.		409.	
110.		410.	
111.		411.	
112.		412.	
120. Gross Amount Due From Borrower	$126,044.00	**420. Gross Amount Due To Seller**	$125,000.00
200. Amounts Paid By Or In Behalf Of Borrower		**500. Reductions In Amount Due To Seller**	
201. Deposit or earnest money		501. Excess deposit (see instructions)	
202. Principal amount of new loan(s)		502. Settlement charges to seller (line 1400)	$4,364.64
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204.		504. Payoff of first mortgage loan	
205.		505. Payoff of second mortgage loan	
206.		506.	
207.		507.	
208.		508.	
209.		509.	
Adjustments for items unpaid by seller		**Adjustments for items unpaid by seller**	
210. City/town taxes to		510. City/town taxes to	
211. County taxes to		511. County taxes to	
212. Assessments to		512. Assessments to	
213. Tax Proration 1/1/08 to 8/18/08	$383.86	513. Tax Proration 1/1/08 to 8/18/08	$383.86
214.		514.	
215.		515.	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
220. Total Paid By/For Borrower	$383.86	**520. Total Reduction Amount Due Seller**	$4,748.50
300. Cash At Settlement From/To Borrower		**600. Cash At Settlement To/From Seller**	
301. Gross amount due from borrower (line 120)	$126,044.00	601. Gross amount due to seller (line 420)	$125,000.00
302. Less amount paid by/for borrower (line 220)	($383.86)	602. Less reductions in amt. due seller (line 520)	($4,748.50)
303. Cash ☒ From ☐ To Borrower	$125,660.14	603. Cash ☒ To ☐ From Seller	$120,251.50

Section 5 of the Real Estate Settlement Procedures Act (RESPA) requires the following: • HUD must develop a Special Information Booklet to help persons borrowing money to finance the purchase of residential real estate to better understand the nature and costs of real estate settlement services; • Each lender must provide the booklet to all applicants from whom it receives or for whom it prepares a written application to borrow money to finance the purchase of residential real estate; • Lenders must prepare and distribute with the Booklet a Good Faith Estimate of the settlement costs that the borrower is likely to incur in connection with the settlement. These disclosures are mandatory.

Section 4(a) of RESPA mandates that HUD develop and prescribe this standard form to be used at the time of loan settlement to provide full disclosure of all charges imposed upon the borrower and seller. These are third party disclosures that are designed to provide the borrower with pertinent information during the settlement process in order to be a better shopper.

The Public Reporting Burden for this collection of information is estimated to average one hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number.

The information requested does not lend itself to confidentiality.

L. Settlement Charges

		Paid From Borrowers Funds at Settlement	Paid From Seller's Funds at Settlement
700. Total Sales/Broker's Commission based on price $	@ %=		
Division of Commission (line 700) as follows:			
701. $	to		
702. $	to		
703. Commission paid at Settlement			
704.			
800. Items Payable In Connection With Loan			
801. Loan Origination Fee	%		
802. Loan Discount	%		
803. Appraisal Fee	to		
804. Credit Report	to		
805. Lender's Inspection Fee			
806. Mortgage Insurance Application Fee to			
807. Assumption Fee			
808.			
809.			
810.			
811.			
812.			
813.			
814.			
815.			
816.			
817.			
818.			
819.			
820.			
900. Items Required By Lender To Be Paid In Advance			
901. Interest from *08/18/2008* to *09/01/2008* @$	/day		
902. Mortgage Insurance Premium for	months to		
903. Hazard Insurance Premium for	years to		
904.	years to		
905.			
1000. Reserves Deposited With Lender			
1001. Hazard insurance	months @$ per month		
1002. Mortgage insurance	months @$ per month		
1003. City property taxes	months @$ per month		
1004. County property taxes	months @$ per month		
1005. Annual assessments	months @$ per month		
1006.	months @$ per month		
1007.	months @$ per month		
1008.	months @$ per month		
1009. Aggregate Accounting Escrow Adjustment			
1100. Title Charges			
1101. Settlement or closing fee	to		
1102. Abstract or title search	to		
1103. Title examination	to		
1104. Title insurance binder	to		
1105. Document preparation	to		
1106. Notary fees	to		
1107. Attorney's fees	to *Atlas & Hall, L.L.P. (POC)*		
(includes above items numbers:)			
1108. Title insurance	to *Valley Land Title Co.*	*$977.00*	
(includes above items numbers:)			
1109. Lender's coverage	$		
1110. Owner's coverage	$		
1111. *Policy Guaranty Fee to Valley Land Title Co.*		*$5.00*	
1112.			
1113.			
1200. Government Recording and Transfer Charges			
1201. Recording fees: Deed $ *$32.00*	; Mortgage $; Releases $	*$32.00*	
1202. City/county tax/stamps: Deed $	; Mortgage $		
1203. State tax/stamps: Deed $	; Mortgage $		
1204. *Recording Fees - Affidavit*		*$20.00*	
1205.			
1300. Additional Settlement Charges			
1301. Survey	to		
1302. Pest inspection	to		
1303. *2002 to 2007 Ad Valorem Property Taxes*			*$4,364.64*
1304. *Hidalgo County Tax Coll.-Tax Certificate*		*$10.00*	
1305.			
1306.			
1307.			
1400. Total Settlement Charges (enter on lines 103, Section J and 502, Section K)		*$1,044.00*	*$4,364.64*

HIDALGO COUNTY RIGHT OF WAY DEPARTMENT

PAY MEMO

JOSE N. PEÑA
Director

To: **Mr. Ray Eufracio**
Auditor-County of Hidalgo
Attn: Linda Fong

From: **Jose N. Pena**
Director
Right of Way Dept.

Date: **August 13, 2008**

Re: **Burner Station Property-Precinct # 1**
Jessica Marie Pineda

Mr. Eufracio,

Attached please find a copy of the settlement statement for the Ernest Money Contract approved by Commissioners Court on August 12, 2008 and confirmed on agenda for August 19, 2008, please issue a check to Atlas & Hall L.L.P. Trustees in the amount of $125,660.14 for the closing of this parcel on the above-mentioned project. Recorded documents will be provided to your office soon thereafter filing at the County Clerks office.

Please have this check processed out of Account # _8-1100-170-00-000-000-0-000 as soon as possible and CALL WHEN CHECK IS READY TO BE PICKED UP.

Should you have any questions, please feel free to call.

Thanks,
Joe Pena

Approved_____
Jose N. Pena

cc: Comm. Sylvia Handy
Valde Guerra

509 E. Earling Rd. ★ San Juan, Texas 78589 ★ (956) 283-8134 ★ Fax (956) 283-8402

AI-10633 **11.B.**

Additional Right of Way
CC REGULAR

Date: 08/19/2008
Submitted By: Sandra Garcia, RIGHT OF WAY DEPT.
Submitted For: Joe Pena
Department: RIGHT OF WAY DEPT.
Agenda Area: Right of Way

Information

CAPTION

Authorization for surveys-metes & bound, title reports, appraisals and acquisition of additional right of way for the Western Palms Subdivision.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 8 **ACCT. #:** 8-1200-431-00-260-001-0-711
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Available balance is $612,026.00 as of 8/14/08.

Attachments

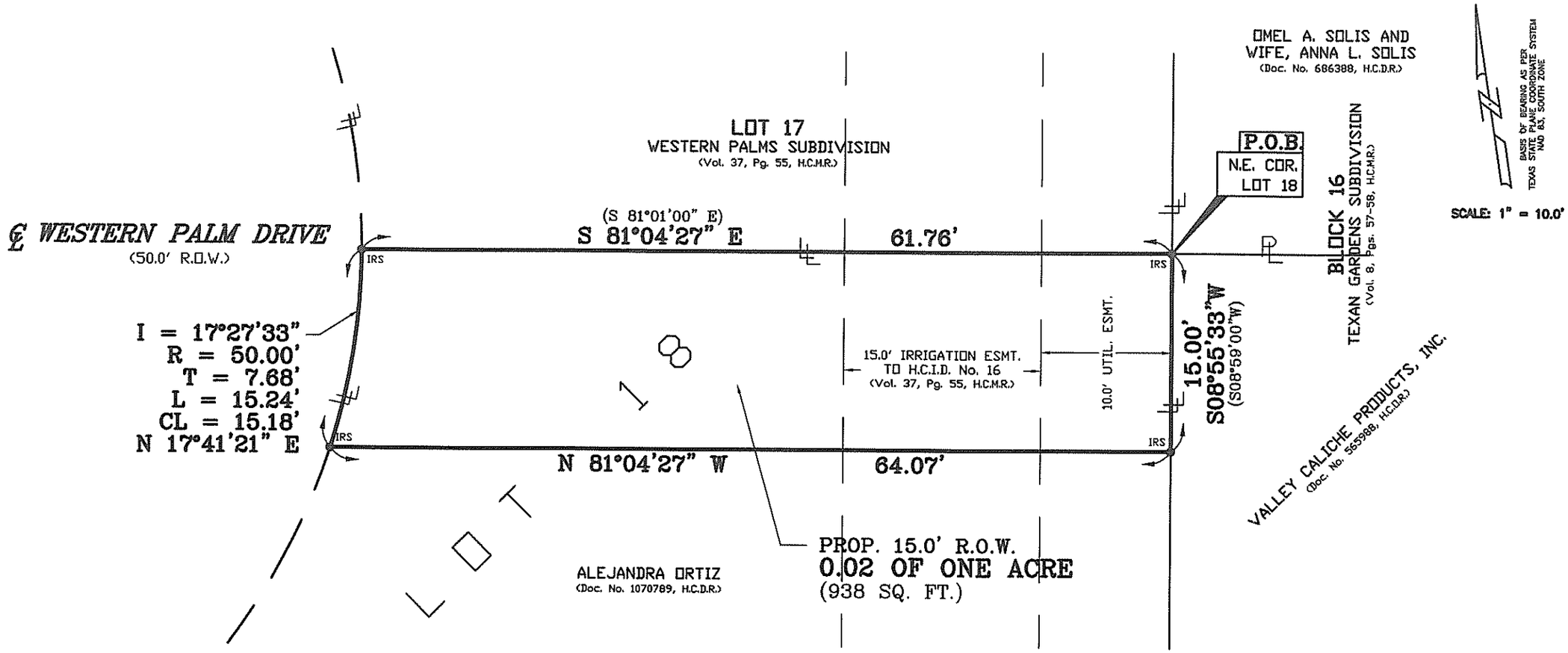
Link: Western Palm Subd 2
Link: Western Palm Subd

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	08/14/2008 07:58 AM	APRV
2	Dale Kennan	Dale Kennan	08/14/2008 09:40 AM	APRV
3	Auditor's Office	Linda Fong	08/14/2008 01:19 PM	APRV
4	Purchasing Department	Marty Salazar	08/14/2008 02:42 PM	APRV
5	Court Administrator	Angela Garcia	08/14/2008 04:50 PM	APRV

Form Started By: Sandra Garcia Started On: 08/13/2008 05:09 PM

Final Approval Date: 08/14/2008



LEGEND

℄	=	LOT LINE
ℙ	=	PROPERTY LINE
IRS	=	SET 1/2" IRON ROD WITH A PLASTIC CAP STAMPED "CVQ LS"
R.O.W.	=	RIGHT OF WAY
H.C.D.R.	=	HIDALGO COUNTY DEED RECORDS
H.C.M.R.	=	HIDALGO COUNTY MAP RECORDS
H.C.O.R.	=	HIDALGO COUNTY OFFICIAL RECORDS

Parcel No. 2

PLAT SHOWING 0.02 OF ONE ACRE (938 SQUARE FEET) OUT OF LOT 17 WESTERN PALMS SUBDIVISION (Vol. 37, Pg. 55, H.C.M.R.) HIDALGO COUNTY, TEXAS OWNER: ALEJANDRA ORTIZ (Doc. No. 1070789, H.C.D.R.)

NOTES

1. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT, AND MAY BE SUBJECT TO EASEMENTS RECORDED OR UNRECORDED.

2. IF THIS SURVEY DOES NOT BEAR AN ORIGINAL SEAL AND SIGNATURE, IT IS INVALID AS PER SECTION 663.19 OF THE "THE PROFESSIONAL LAND SURVEYING PRACTICES ACT" ENACTED UNDER ARTICLE 5282C, VERNON'S TEXAS CIVIL STATUTES.

PROJECT INFORMATION	
SURVEYED DATE:	08/05/08
JOB NO.:	080801
DRAWN BY:	A.S.
CHECKED BY:	C.V.
REVISIONS:	

CVQ LAND SURVEYORS LLC
517 BEAUMONT AVE.
McALLEN, TEXAS 78501
Ph. (956) 618-1551
FAX (956) 618-1547
www.cvqls.com

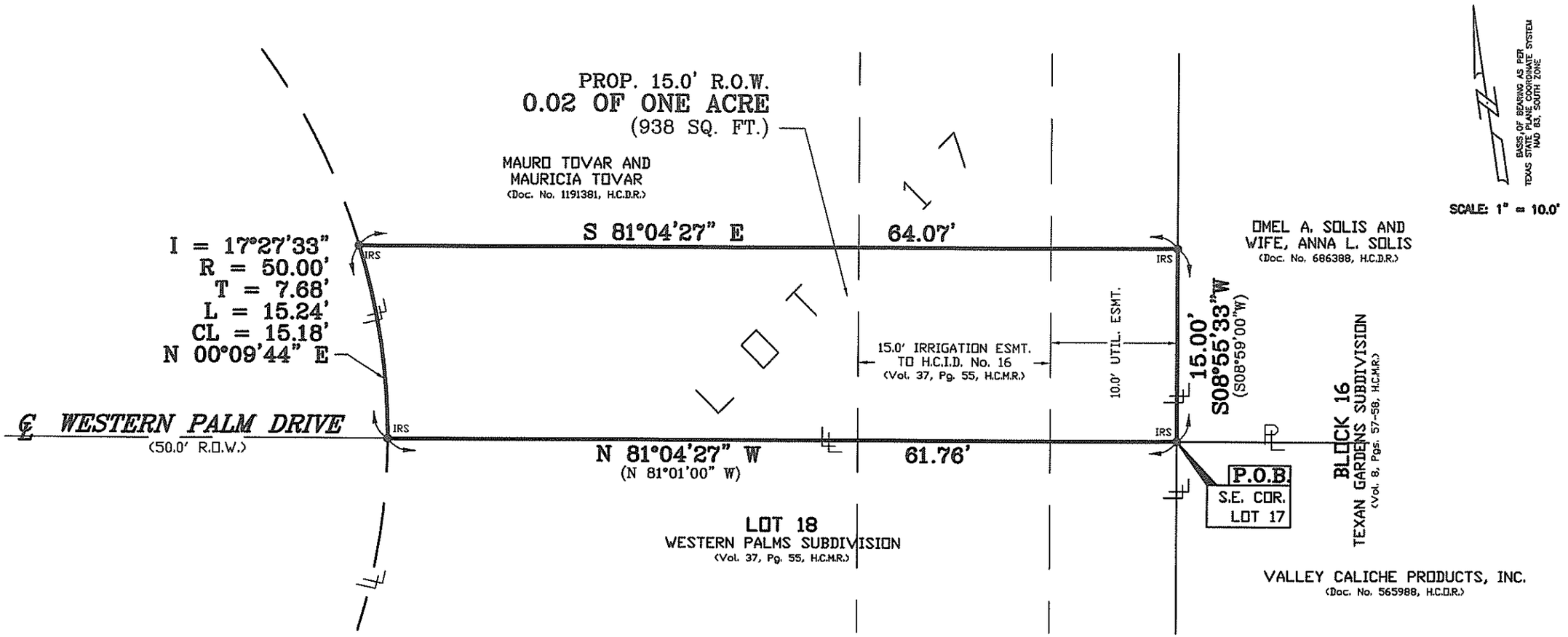
JAVIER HINOJOSA ENGINEERING
CONSULTING ENGINEERS
416 E. DOVE AVENUE McALLEN, TEXAS 78504
PHONE (956) 668-1588

SURVEYOR'S CERTIFICATION

I, Carlos Vasquez, a Registered Professional Land Surveyor, do hereby certify the above forgoing plat to be a true and correct representation of the land as surveyed, on the ground on August 5, 2008, under my direction.

Carlos Vasquez
R.P.L.S. NO. 4608
STATE OF TEXAS

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LEGEND

℄	=	LOT LINE
ℙ	=	PROPERTY LINE
IRS	=	SET 1/2" IRON ROD WITH A PLASTIC CAP STAMPED "CVQ LS"
R.O.W.	=	RIGHT OF WAY
H.C.D.R.	=	HIDALGO COUNTY DEED RECORDS
H.C.M.R.	=	HIDALGO COUNTY MAP RECORDS
H.C.O.R.	=	HIDALGO COUNTY OFFICIAL RECORDS

Parcel No. 1

PLAT SHOWING 0.02 OF ONE ACRE (938 SQUARE FEET) OUT OF LOT 17 WESTERN PALMS SUBDIVISION (Vol. 37, Pg. 55, H.C.M.R.) HIDALGO COUNTY, TEXAS

OWNER: MAURO TOVAR AND MAURICIA TOVAR (Doc. No. 1191381, H.C.D.R.)

NOTES
1. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT, AND MAY BE SUBJECT TO EASEMENTS RECORDED OR UNRECORDED.
2. IF THIS SURVEY DOES NOT BEAR AN ORIGINAL SEAL AND SIGNATURE, IT IS INVALID AS PER SECTION 663.19 OF THE "THE PROFESSIONAL LAND SURVEYING PRACTICES ACT" ENACTED UNDER ARTICLE 5282C, VERNON'S TEXAS CIVIL STATUTES.

PROJECT INFORMATION	
SURVEYED DATE:	08/05/08
JOB NO.:	080801
DRAWN BY:	A.S.
CHECKED BY:	C.V.
REVISIONS:	

LAND SURVEYORS LLC
517 BEAUMONT AVE.
McALLEN, TEXAS 78501
Ph. (956) 618-1551
FAX (956) 618-1547
www.cvqls.com

JAVIER HINOJOSA ENGINEERING
CONSULTING ENGINEERS
416 E. DOVE AVENUE McALLEN, TEXAS 78504
PHONE (956) 668-1588

SURVEYOR'S CERTIFICATION

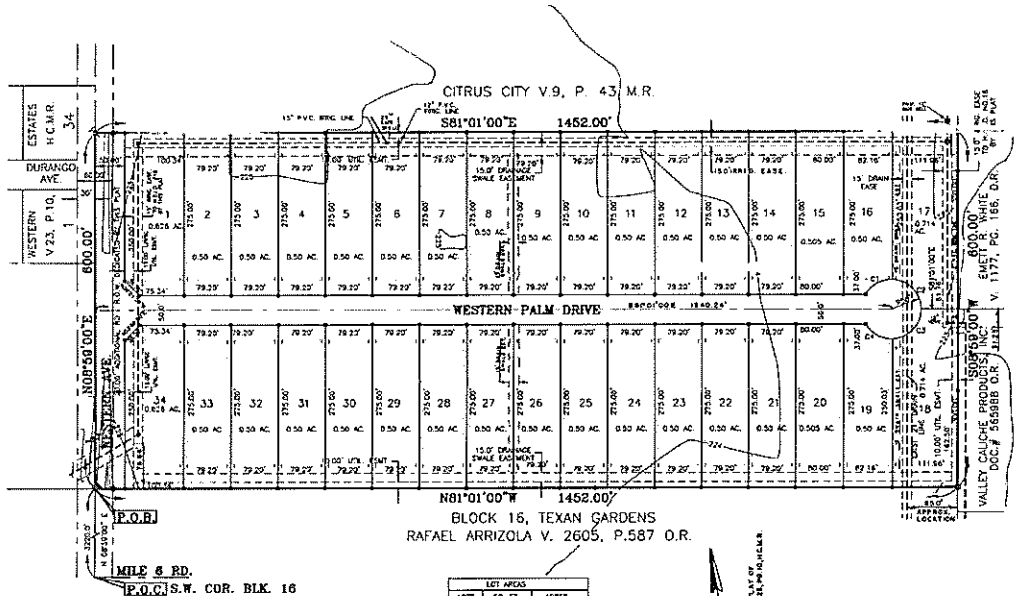
I, Carlos Vasquez, a Registered Professional Land Surveyor, do hereby certify the above forgoing plat to be a true and correct representation of the land as surveyed, on the ground on August 5, 2008, under my direction.

Carlos Vasquez
R.P.L.S. NO. 4608
STATE OF TEXAS

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PLAT OF
WESTERN PALMS SUBDIVISION

BEING A RESUBDIVISION OF 20.00 ACRES
OUT OF BLOCK 16,
TEXAN GARDENS SUBDIVISION,
AS RECORDED IN VOL. 6, PG. 57-58, H.C.M.R.
HIDALGO COUNTY, TEXAS



LOT AREAS		
LOTS	SQ. FT	ACRES
1 & 34	27,281	0.626
2-14	21,780	0.500
15,20	22,000	0.505
16,19	21,780	0.500
17-18	31,000	0.714
21-33	21,780	0.500

CURVE TABLE						
CURVE	LENGTH	RADIUS	TANGENT	DELTA	CHORD	BEARING
C1	54.22'	50.00'	30.13'	62°07'50"	51.60'	S37°55'05"W
C2	78.68'	50.00'	49.13'	90°08'00"	70.80'	N44°57'00"W
C3	78.68'	50.00'	49.13'	90°08'00"	70.80'	N45°03'00"E
C4	54.22'	50.00'	30.13'	62°07'50"	51.60'	S62°56'55"E

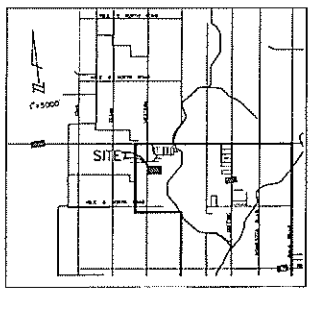
LEGEND

- ● SET IRON ROD
- ○ FOUND 1/2" IRON ROD
- ⊗ SET 60-d NAIL
- △ FOUND 3"DIA. CONC. MON.

---IR ---IR— EXIST. IRRIGATION LINE

PUBLIC UTILITY & DRAINAGE EASEMENT LINE

LOCATION MAP



DESCRIPTION OF WESTERN PALMS SUBDIVISION

METES AND BOUNDS DESCRIPTION

A TRACT OF LAND CONTAINING 20.00 ACRES SITUATED IN THE COUNTY OF HIDALGO, TEXAS, BEING A PART OR PORTION OF BLOCK 16, TEXAN GARDEN SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 6, PAGES 57-58, HIDALGO COUNTY MAP RECORDS, SAID 20.00 ACRES ALSO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A NAIL FOUND ON THE WEST LINE OF BLOCK 16, TEXAN GARDENS SUBDIVISION FOR THE SOUTHWEST CORNER OF THIS TRACT, SAID NAIL BEARS N 08° 59' 00" E, A DISTANCE OF 3220.00 FEET FROM THE SOUTHWEST CORNER OF BLOCK 16;

THENCE, N 08° 59' 00" E, ALONG THE WEST LINE OF BLOCK 16, WITHIN WESTERN AVENUE RIGHT-OF-WAY, A DISTANCE OF 800.00 FEET TO A NAIL FOUND FOR THE NORTHWEST CORNER OF THIS TRACT;

THENCE, S 81° 01' 00" E, AT A DISTANCE OF 39.00 FEET PASS AN IRON ROD FOUND FOR THE EAST RIGHT-OF-WAY LINE OF WESTERN AVENUE, AND CONTINUING A TOTAL DISTANCE OF 1452.00 FEET TO AN IRON ROD FOUND FOR THE NORTHEAST CORNER OF THIS TRACT;

THENCE, S 08° 59' 00" W, A DISTANCE OF 800.00 FEET TO AN IRON ROD FOUND FOR THE SOUTHEAST CORNER OF THIS TRACT;

THENCE, N 81° 01' 00" W, AT A DISTANCE OF 1422.00 FEET PASS AN IRON ROD FOUND FOR THE EAST RIGHT-OF-WAY LINE OF WESTERN AVENUE, AND CONTINUING A TOTAL DISTANCE OF 1452.00 FEET TO THE POINT OF BEGINNING, AND CONTAINING 20.00 ACRES, OF WHICH 0.413 OF ONE ACRE LIES IN THE RIGHT-OF-WAY OF WESTERN AVENUE, LEAVING A NET OF 19.587 ACRES OF LAND, MORE OR LESS.

INDEX TO SHEET OF WESTERN PALMS SUBDIVISION

SHEET 1: HEADING, PRESS, LOCATION MAP AND ETAL, PRINCIPAL CONTACTS, MAP, LOT STREETS, AND EASEMENT LAYOUT, DESCRIPTION (METES AND BOUNDS), SURVEYOR'S CERTIFICATION, PLAT NOTES AND RESTRICTIONS, OWNER'S DEDICATION, CERTIFICATION, ATTESTATION, CITY APPROVAL CERTIFICATE, COUNTY CLERK'S RECORDING CERTIFICATE, REVISION NOTES.

SHEET 2: ENGINEERING REPORT, INCLUDING DESCRIPTION OF WATER AND WASTE WATER / DISP. AND ENGINEERS CERTIFICATION (ENGLISH AND SPANISH VERSIONS); DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND DRAINAGE SWALES, MAP OF TOPOGRAPHY AND DRAINAGE, AND ENGINEERING CERTIFICATION, REVISION NOTES.

LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:

WESTERN PALMS SUBDIVISION IS LOCATED IN THE NORTHWEST PART OF HIDALGO COUNTY ON THE SOUTH SIDE OF F.M. 2221, APPROXIMATELY 1/4 MILE SOUTH OF ITS INTERSECTION WITH F.M. 2221 AND WESTERN ROAD. THE ONLY NEARBY MUNICIPALITY IS THE CITY OF MISSION, ACCORDING TO THE OFFICIAL MAP IN THE OFFICE OF THE SECRETARY OF THE CITY MISSION (POPULATION 45,408), WESTERN PALMS SUBDIVISION LIES APPROXIMATELY 2 MILES FROM THE CITY LIMITS (AND IS NOT WITHIN THE SMILE EXTRATERRITORIAL JURISDICTION (ETJ) UNDER LOCAL GOVERNMENT CODE § 212.001.

PLAT NOTES AND RESTRICTIONS:

1. AREA OF MINIMAL FLOODING THIS SUBDIVISION IS IN ZONE "X" ON FEMA'S FLOOD INSURANCE RATE COMMUNITY PANEL NUMBER 480334 0290 D, REVISED JUNE 06, 2000.
2. NO MORE THAN ONE-SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT. (THERE SHALL BE NO OTHER USE, OTHER THAN A SINGLE FAMILY DWELLING UNLESS IT IS SPECIFIED ON THE PLAT THAT A LOT CAN BE FOR SOMETHING OTHER THAN A RESIDENCE.)
3. MINIMUM SETBACKS SHALL BE AS FOLLOWS:

FRONT:	WESTERN PALM DRIVE: 25'
FRONT:	(OLD-DEDICATED) 15', 18' GARAGE
REAR:	10' LOTS 1-17 ; 25' LOTS 18-34
SIDE:	6' OR GREATER FOR EASEMENT
SIDE:	WESTERN AVENUE 30'

4. MINIMUM FINISH FLOOR ELEVATION IS 18" ABOVE TOP OF CURB.
5. EACH LOT SHALL BE REQUIRED TO RETAIN 337 C.Y. OF STORM SEWER RUNOFF.
6. BENCH MARK: CENTERLINE INTERSECTION BETWEEN F.M. 2221 AND WESTERN AVE. ELEVATION: 228.00
7. NO BUILDING ALLOWED OVER ANY EASEMENT NO FENCING IN IRRIGATION EASEMENT.
8. DRAINAGE EASEMENT SHALL NOT BE FILLED IN AND NO PERMANENT STRUCTURE BUILT OVER IT.
9. NO POTABLE WATER WELL WITHIN 150' OF THIS SUBDIVISION.
10. THIS SUBDIVISION SHALL UTILIZE SEPTIC TANKS FOR SEWAGE DISPOSAL.
11. SEWAGE SYSTEM:
    A. SEPTIC TANK SYSTEM FOR DISPOSAL OF DOMESTIC SEWAGE.
    B. EACH LOT ON THIS PLAT COMPLIES WITH THE REQUIRED MINIMUM OF 21,780 SQ. FT. OF LOT AREA WITH A POTABLE WATER SUPPLY.
    C. THROC DEVELOPMENT AND APPROVAL OF WASTEWATER TREATMENT SYSTEM NOT REQUIRED.
    D. WRITTEN AGREEMENT TO CONNECT TO EXISTING WASTEWATER TREATMENT SYSTEM IS NOT REQUIRED.
    E. SOIL ANALYSIS HAVE BEEN SUBMITTED TO THE HIDALGO COUNTY HEALTH DEPARTMENT AND MAY ALSO BE SEEN ON THE UTILITY LAYOUT FOR THIS SUBDIVISION AS SUBMITTED TO THE HIDALGO COUNTY PLANNING DEPARTMENT
12. UN PERMISO DE CONSTRUCCION DEL CONCADO DE HIDALGO ES EXIGIDO ANTES DE EMPEZAR CONSTRUCCION EN CUALQUIER SOLAR.
13. THERE WILL BE NO DRIVEWAY PERMITTED INTO WESTERN ROAD
14. NO SIDEWALK REQUIRED FOR THIS PLAT.
15. EACH PURCHASER/CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING HOW AND WHEN WATER, SEWER, ELECTRICITY, AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 232.028 (A)

WE, THE UNDERSIGNED OFFICERS, HEREBY APPROVE THE PLAT OF WESTERN PALMS SUBDIVISION WAS REVIEWED AND APPROVED BY THE [illegible] 19, 2001 COMMISSIONERS COURT.

[illegible] DATE 2/13/01
COUNTY JUDGE

ATTEST: [illegible] DATE 2-20-01
HIDALGO COUNTY CLERK

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
IRRIGATION DISTRICT NO. 16

THIS PLAT IS HEREBY APPROVED BY THE HIDALGO COUNTY IRRIGATION DISTRICT #16 SUBJECT TO THE CONDITION THAT IF IRRIGATION FROM SAID SUBDIVISION IS DESIRED TO THE INDIVIDUAL LOTS IN SAID SUBDIVISION, PROVISION SHALL BE MADE FOR APPROPRIATE EASEMENTS FOR THE INSTALLATION OF NECESSARY IRRIGATION FACILITIES TO SUCH LOTS FROM THE CLOSEST WATER DISTRICT DELIVERY POINT AND IT SHALL BE THE RESPONSIBILITY OF THE OWNERS OF THE PROPERTY TO INSTALL AND MAINTAIN SUCH NECESSARY FACILITIES.

1. ALL IRRIGATION EASEMENTS ARE EXCLUSIVE TO HIDALGO COUNTY IRRIGATION DISTRICT NO.16, AND NO OTHER UTILITIES OR USE IS ALLOWED WITHOUT EXPRESS APPROVAL BY THE DISTRICT.
2. NO UTILITY COMPANY OR OTHER PERSON IS ALLOWED TO CROSS ABOVE OR BELOW GROUND ANY DISTRICT EASEMENT OR RIGHT-OF-WAY LINES, POLES, OPEN DITCHES OR OTHER USE WITHOUT FIRST OBTAINING A CROSSING PERMIT FROM THE DISTRICT.
3. NO PERMANENT STRUCTURE, (EXAMPLE, FENCES OF ANY CONSTRUCTION) WILL BE ALLOWED TO BE CONSTRUCTED OR EXIST ON ANY DISTRICT EASEMENT OR RIGHT-OF-WAY WITHOUT WRITTEN APPROVAL BY THE DISTRICT. ANY UNAUTHORIZED STRUCTURE IN THE EASEMENT AREA IS SUBJECT TO REMOVAL.

DATED THIS THE 5th DAY OF October, 2000.

[illegible]
PRESIDENT

ATTEST: David Buchanan
SECRETARY

APPROVED: [illegible]
Hidalgo County Road Dept.

Volume 37 Page 55
Map records of Hidalgo County, Texas

REVISION NOTES

NO.	SHEET	REVISION	DATE	APPROVED

Drawn by: L.A.C.E.S.
Surveyed, Drawn by: [illegible]
Final Check: [illegible]

DATE: 7-19-00
DATE: 10-27-00
DATE: 10-27-00

SHEET 1 OF 2 SHEETS

STATE OF TEXAS
COUNTY OF HIDALGO

OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION

I, TRI-RIC INVESTMENTS, L.L.C. RICARDO OCHOA, MANAGER, AS OWNER OF THE 20.000 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED WESTERN PALMS SUBDIVISION, SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE THE STREET(S), PARK, AND EASEMENTS SHOWN HEREIN.
I CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE § 232.032 AND THAT

(A) THE WATER QUALITY AND CONNECTIONS TO THE LOTS MEET, OR WILL MEET, THE MINIMUM REQUIREMENTS OF STATE STANDARDS;
(B) SEWAGE CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET, OR WILL MEET, THE MINIMUM REQUIREMENTS OF STATE STANDARDS;
(C) ELECTRICAL CONNECTIONS PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS; AND
(D) GAS CONNECTIONS, IF AVAILABLE, PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS.

I ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT ARE TRUE AND CORRECT.

TRI-RIC INVESTMENTS, L.L.C. RICARDO OCHOA, MANAGER
RT 11, BOX 837
MISSION, TX. 78572

STATE OF TEXAS
COUNTY OF HIDALGO

I, FRED L. KURTH A REGISTERED PROFESSIONAL LAND SURVEYOR AND REGISTERED PROFESSIONAL ENGINEER IN TEXAS, HEREBY CERTIFY THAT THE ABOVE PLAT AND DESCRIPTION OF THE WESTERN PALMS SUBDIVISION WERE PREPARED FROM A SURVEY OF THE PROPERTY MADE ON THE GROUND BY ME OR UNDER MY SUPERVISION ON 8-8-00 AND THAT THE PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT AND IS A TRUE AND CORRECT REPRESENTATION OF THE SUBDIVISION.

10-31-00
FRED L. KURTH, REG. # 54(5) RPLS # 4950
DATE SURVEYED 8-08-00
DATE PREPARED 07-25-00
F-569 PG.29 JOB No.00119.00

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, ON THIS DAY PERSONALLY APPEARED RICARDO OCHOA PROVED TO ME THROUGH HIS TEXAS DEPARTMENT OF PUBLIC SAFETY DRIVER LICENSE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, WHO BEING BY ME FIRST DULY SWORN, DECLARED THAT THE STATEMENTS THEREIN ARE TRUE AND CORRECT AND ACKNOWLEDGED THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREBY EXPRESSED.
GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 25th DAY OF October 2000.

Lydia Flores
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES:

COUNTY CLERK'S RECORDING CERTIFICATE

I, _____ COUNTY CLERK OF HIDALGO COUNTY, CERTIFY THAT THE PLAT BEARING THIS CERTIFICATE WAS FILED FOR RECORD AT _____ O'CLOCK ____ M. ON _____, AND WAS RECORDED IN BOOK _____, SHEET(S) _____ OF THE PLAT RECORDS OF HIDALGO COUNTY AT _____ O'CLOCK ____ M. ON _____.

_____
HIDALGO COUNTY CLERK

I, DAVID G. SALINAS, P.E. HEREBY CERTIFY THAT THE LA JOYA WATER SUPPLY CORPORATION HAS APPROVED THE POTABLE WATER SUPPLY PLANS FOR WESTERN PALMS SUBDIVISION.
HIDALGO COUNTY, TEXAS. THE LA JOYA WATER SUPPLY CORPORATION IS THE HOLDER OF A CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY ISSUED BY THE STATE OF TEXAS TO FURNISH POTABLE WATER TO THE EXTENT REQUIRED BY THE LAWS OF THE STATE OF TEXAS. THE LA JOYA WATER SUPPLY CORPORATION AGREES THAT IF INFRASTRUCTURE REQUIREMENTS FOR THE SUBDIVISION ARE MET, WATER METERS ARE IMMEDIATELY AVAILABLE FOR PURPOSE UPON COMPLETION OF ALL WATER FACILITIES SHOWN ON THE PLAT OF THE SUBDIVISION.

DAVID G. SALINAS, P.E. NO. 71973
LA JOYA WATER SUPPLY CORPORATION

STATE OF TEXAS
DAVID G. SALINAS
71973
REGISTERED
PROFESSIONAL ENGINEER

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEX. WATER CODE 49.211 (c). THIS DISTRICT HAS NOT REVIEWED AND DOES NOT ASSUME THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER OF THE SUBDIVISION AND ITS ENGINEER TO MAKE THESE DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1
BY: _____

FILED FOR RECORD IN:
HIDALGO COUNTY
BY J.D. SALINAS, III
COUNTY CLERK
ON: 2-21-01 AT 3:42 o'clock P.M.
AS A RECORDING NUMBER 944234
BY: Stacy Cheney DEPUTY

PRINCIPAL CONTACTS

	NAME	ADDRESS	CITY & ZIP	PHONE	FAX
OWNER:	TRI-RIC INVESTMENTS, L.L.C. RICARDO OCHOA MANAGER	RT. 11, BOX 837	MISSION, TX. 78572	(956) 585-8208	X
ENGINEER:	FRED L. KURTH	115 W. MCINTYRE	EDINBURG, TX. 78539	(956) 381-0981	(956) 381-1839
SURVEYOR:	FRED L. KURTH	115 W. MCINTYRE	EDINBURG, TX. 78539	(956) 381-0981	(956) 381-1839

MELDEN & HUNT INC.
CONSULTANTS • ENGINEERS • SURVEYORS
115 W. McINTYRE
EDINBURG, TX. 78539
PH. (956) 381-0981
FAX (956) 381-1839
E-MAIL: mail@meldenhunt.com
LOS ANGELES 1967

LAND SURVEYORS

LLC

METES AND BOUNDS DESCRIPTION
0.02 OF ONE ACRE OF LAND
(938 SQUARE FEET)
WESTERN PALMS SUBDIVISION
HIDALGO COUNTY, TEXAS

Parcel No. 1

A tract of land containing 0.02 of one acre (938 square feet), situated in Hidalgo County, Texas and also being a part or portion of **LOT 17, WESTERN PALMS SUBDIVISON**, map reference: Volume 37, Page 55, H.C.M.R., and said 0.02 of one acre (938 square feet) of land also being a part or portion of a tract of land deeded to Mauro Tovar and Mauricia Tovar, recorded in Document No. 1191381, H.C.D.R., and said 0.02 of one acre (938 square feet) of land also being more particularly described as follows;

BEGINNING on a 1/2" iron rod with a plastic cap stamped "CVQ LS" set on the Southeast corner of said Lot 17, for the southeast corner of this tract;

THENCE, N 81° 04' 27" W (N 81° 01' 00" W), along the South line of said Lot 17, a distance of 61.76 feet to a 1/2" iron rod with a plastic cap stamped "CVQ LS" set on a point of a curve on the West line of said Lot 17, for the southwest corner of this tract;

THENCE, along the West line of said Lot 17 and said curve to the left with a radius of 50.00 feet, an interior angle of 17° 27' 33", an arc length of 15.24 feet, a tangent of 7.68 feet, and a chord that bears N 00° 09' 44" E, a distance of 15.18 feet to a 1/2" iron rod with a plastic cap stamped "CVQ LS" set, for the northeast corner of this tract;

THENCE, S 81° 04' 27" E, a distance of 64.07 to a 1/2" iron rod with a plastic cap stamped "CVQ LS" set on the East line of said Lot 17, for the northeast corner of this tract;

THENCE, S 08° 55' 33" W (S 08° 59' 00" W), along the East line of said Lot 17, a distance of 15.00 feet to the **POINT OF BEGINNING**, containing 0.02 of one acre (938 square feet) of land, more or less.

Bearing basis as per **TEXAS STATE PLANE COORDINATE SYSTEM NAD 83, SOUTH ZONE.**

THE ABOVE DESCRIPTION WAS SURVEYED ON THE GROUND UNDER MY DIRECTION ON AUGUST 5, 2008.

Carlos Vásquez, R.P.L.S. No. 4608
CVQ Land Surveyors, LLC

P.O. Box 5066 • McALLEN, TEXAS 78502 • PHONE (956) 618-1551 • FAX (956) 618-1547

LAND SURVEYORS

LLC

METES AND BOUNDS DESCRIPTION
0.02 OF ONE ACRE OF LAND
(938 SQUARE FEET)
WESTERN PALMS SUBDIVISION
HIDALGO COUNTY, TEXAS

Parcel No. 2

A tract of land containing 0.02 of one acre (938 square feet), situated in Hidalgo County, Texas and also being a part or portion of **LOT 18, WESTERN PALMS SUBDIVISON**, map reference: Volume 37, Page 55, H.C.M.R., and said 0.02 of one acre (938 square feet) of land also being a part or portion of a tract of land deeded to Alejandra Ortiz, recorded in Document No. 1070789, H.C.D.R., and said 0.02 of one acre (938 square feet) of land also being more particularly described as follows;

BEGINNING on a 1/2" iron rod with a plastic cap stamped "CVQ LS" set on the Northeast corner of said Lot 18, for the northeast corner of this tract;

THENCE, S 08° 55' 33" W (S 08° 59' 00" W), along the East line of said Lot 18, a distance of 15.00 feet to a 1/2" iron rod with a plastic cap stamped "CVQ LS" set on the East line of said Lot 18, for the southeast corner of this tract;

THENCE, N 81° 04' 27" W, a distance of 64.07 feet to a 1/2" iron rod with a plastic cap stamped "CVQ LS" set on a point of curve on the West line of said Lot 18, for the southwest corner of this tract;

THENCE, along the West line of said Lot 18 and said curve to the left with a radius of 50.00 feet, an interior angle of 17° 27' 33", an arc length of 15.24 feet, a tangent of 7.68 feet, and a chord that bears N 17° 41' 21" E, a distance of 15.18 feet to a 1/2" iron rod with a plastic cap stamped "CVQ LS" set on the Northwest corner of said Lot 18, for the northwest corner of this tract;

THENCE, S 81° 04' 27" E (S 81° 01' 00" E), along the North line of said Lot 18, a distance of 61.76 to the **POINT OF BEGINNING**, containing 0.02 of one acre (938 square feet) of land, more or less.

Bearing basis as per **TEXAS STATE PLANE COORDINATE SYSTEM NAD 83, SOUTH ZONE.**

THE ABOVE DESCRIPTION WAS SURVEYED ON THE GROUND UNDER MY DIRECTION ON AUGUST 5, 2008.

Carlos Vasquez, R.P.L.S. No. 4608
CVQ Land Surveyors, LLC

P.O. Box 5066 • McAllen, Texas 78502 • Phone (956) 618-1551 • Fax (956) 618-1547

AI-10564 **12.A.**

Approval of Annual Report
CC REGULAR

Date: 08/19/2008
Submitted By: Neida Chavana, TAX OFFICE
Submitted For: Armando Barrera Jr., RTA
Department: TAX OFFICE
Agenda Area: Tax Office

Information

CAPTION

Approval of Annual Report for July 1st, 2007 through June 30th, 2008.

BACKGROUND

Report will be delivered at Commissioners Court.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

No funding required.

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	08/14/2008 08:03 AM	APRV
2	Erika Reyna	Erika Reyna	08/14/2008 11:38 AM	APRV
3	Auditor's Office	Linda Fong	08/14/2008 01:13 PM	APRV
4	Purchasing Department	Marty Salazar	08/14/2008 01:55 PM	APRV
5	Court Administrator	Angela Garcia	08/14/2008 04:50 PM	APRV

Form Started By: Neida Chavana — Started On: 08/11/2008 09:21 AM

Final Approval Date: 08/14/2008

AI-10603 **12.B.**

2008 Tax Rate

CC REGULAR

Date: 08/19/2008
Submitted By: Sergio Cruz, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Area: Tax Office

Information

CAPTION

1. Submission of 2008 effective and rollback tax rates.
2. Discussion of 2008 planning calendar.
3. Discussion of 2008 tax rates.
4. Record vote of proposed 2008 tax rate and schedule two public hearings if proposed rate exceeds effective or rollback tax rate.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Sergio Cruz (Originator)	Sergio Cruz	08/14/2008 03:43 PM	APRV
2	Budget & Management	Veronica Lopez	08/14/2008 03:45 PM	APRV
3	Erika Reyna	Erika Reyna	08/15/2008 09:46 AM	APRV
4	Auditor's Office	Linda Fong	08/15/2008 11:19 AM	APRV
5	Purchasing Department	Marty Salazar	08/15/2008 03:54 PM	APRV
6	Court Administrator	Angela Garcia	08/15/2008 04:00 PM	APRV
Form Started By: Sergio Cruz			Started On: 08/13/2008 01:29 PM	
Final Approval Date: 08/15/2008				

AI-10641 **13.A.**

Interdepartmental Transfer to Tower Road Project
CC REGULAR

Date: 08/19/2008
Submitted By: Yolanda Cisneros, COMM. PCT. #2
Submitted For: Yolanda Cisneros
Department: COMM. PCT. #2
Agenda Area: Precinct #2

Information

CAPTION

Approval of 2008 interdepartmental transfer from Precinct #2 Road & Bridge (006) to Tower Road Moore-Balli (027) in the amount of $63,000.00. (1202)

BACKGROUND

Purchase Order #561453

Fiscal Impact

FISCAL YEAR: **ACCT. #:** 8-1202-431-00-122-0XX-0-XX1
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

From 8-1202-431-00-122-006-0-841 (PCT.2 P/U RD-AID TO GOVT AGENCY) to 8-1202-431-00-122-027-0-731 (TOWER RD (MOORE-BALLI)-ROADS) in the amount of $63,000.00. Funding available for transfer as of 8/14/08.

Attachments

Link: Copy of 10641_08-19-2008 Tower RD Inter-Departmental Transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	08/14/2008 08:02 AM	APRV
2	Dale Kennan	Dale Kennan	08/14/2008 10:01 AM	APRV
3	Auditor's Office	Linda Fong	08/14/2008 01:18 PM	APRV
4	Purchasing Department	Marty Salazar	08/14/2008 02:42 PM	APRV
5	Court Administrator	Angela Garcia	08/14/2008 04:51 PM	APRV

Form Started By: Yolanda Cisneros Started On: 08/13/2008 05:25 PM

Final Approval Date: 08/14/2008

INTERDEPARTMENTAL TRANSFER

DATE **August 13, 2008**

DEPARTMENT NAME: **Hidalgo County Precinct No. 2 Paved/ Unpaved Roads**

ACCOUNT NUMBER: **8-1202-431-00-122-0XX-0-XX1**

SUBJECT: **Interdepartmental Transfer/s (increase/decrease)**

Honorable Commissioners' Court of Hidalgo County:

I submit for your consideration the following Interdepartmental transfer/s (increase/decrease) in accordance with Local Government, Chapter 111, Subchapter C.

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME	AMOUNT
From:			
8-1202-431-00-122-006-0-841		**AID TO OTHER GOVERNMENT**	**($63,000.00)**
To:			
8-1202-431-00-122-027-0-731		**Tower Road (Moore -Balli) ROADS**	**63,000.00**
		TOTAL BUDGET INCREASE (DECREASE)	

Reason: **Transfer needed for the continued operation of Tower Road Project**

DEPARTMENT HEAD SIGNATURE

/ /

DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-10577 **14.A.5.**

Approval of Comdata Fuel Card Requests and Cancellation of All Other Fuel Cards

CC REGULAR

Date: 08/19/2008
Submitted By: Ovidio Gonzalez, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Hidalgo County

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Information

CAPTION

A. Presentation for discussion, consideration and approval of application requests for Fleet Fueling Cards through our participation with Texas Procurement and Support Services (TPASS) contract with ComdataCorporation/Transmontaigne Product Services, Inc. (awarded vendor of State Council on Competitive Government) submitted by Elected Officials/Department Heads/Agency and/or Program Directors detailing holders and users as attached hereto, including but limited to the following and subject to the newly adopted and approved Hidalgo County Fuel Credit Card Policies and Procedures:

1. Hidalgo County Judges - Division of Emergency Services
2. Hidalgo County Restitution Center
3. Hidalgo County Substance Abuse Treatment Facility

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

BACKGROUND

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

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1100-429-00-300-023-0-682
FUNDS AVAILABLE Y/N?: yes **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Available balance as of 08/14/08 $13,593.26.

FISCAL YEAR: 2008 **ACCT. #:** 8-1297-423-00-320-005-8-682
FUNDS AVAILABLE Y/N?: yes **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Available balance as of 08/14/08 $204.14

FISCAL YEAR: 2008 **ACCT. #:** 8-1297-423-00-320-020-8-682

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

BUDGETARY IMPACT:

Available balance as of 08/14/08 $200.00

Attachments

Link: Attachments

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	08/14/2008 11:02 AM	APRV
2	Budget & Management	Veronica Lopez	08/14/2008 11:19 AM	APRV
3	Veronica Lopez	Veronica Lopez	08/15/2008 07:43 AM	APRV
4	Auditor's Office	Linda Fong	08/15/2008 11:21 AM	APRV
5	Court Administrator	Angela Garcia	08/15/2008 01:04 PM	APRV
Form Started By: Ovidio Gonzalez			Started On: 08/12/2008 01:55 PM	
Final Approval Date: 08/15/2008				

COMDATA FUEL CARD REQUEST FORM

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

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

Department: Hidalgo County Judges - Division of Emergency Services
Billing Address: 100 E Cano, 2nd Floor, Edinburg Tx. 78539
Fuel Card Manager: Maxine Elizondo
This person can not have use of the fuel card
Phone Number: 956-318-2615
County Email: maxine.elizondo@hidalgocountyjudge.com
Web user Name: EMC123 **Password:**
Hidalgo Co Acct Number: 8-1100-429-00-300-023-0-682
Requested By: A.A. Tony Pena, A.A. Tony P
Sign & Print Elected/Official Supervisor/Director

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

For Purchasing Department Use Only

Approved by Commissioners Court On: _____

Reviewed by Fuel Card Administrator: _____

Cards Received by Dept on: _____ Date Returned/Cancelled: _____

Fuel Cards Received by Department: _____
Sign & Print Authorized Elected Official/Supervisor/Director

Vehicle Plate No	Vehicle Description	VIN Number	*Purchasing Dept Only* *Card Number*

Driver ID/Pin List

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

	First Name	Last Name	Employee I.D. Number	*DBM Use Only verification*	*Purchasing Dept Use Only Date of Signed Fuel Policy & training*
1	Rolando J.	Benavides	165204		3-8-08
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					
21					
22					
23					
24					
25					

COMDATA FUEL CARD REQUEST FORM

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

☑ Add ~~Vehicle~~ Equipment Card ☐ Add Driver Pin ☐ Delete Cancel Card ☐ Delete/Cancel Driver

Department:	Hidalgo County Restitution Center
Billing Address:	1124 North "M" Rd. Edinburg, Texas 78539
Fuel Card Manager:	Albert Limas / Diana G Solis
	This person can not have use of the fuel card
Phone Number:	(956) 381-0733 and (956) 587-6008
County Email:	rc400@hidalgococscd.com / ad004@hidalgococscd.com
Web user Name:	Restitution Center **Password:**
Hidalgo Co Acct Number:	8-1297-423-00-320-0058
Requested By:	Joe Lopez
	Sign & Print Elected/Official Supervisor/Director

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

For Purchasing Department Use Only

Approved by Commissioners Court On: _____

Reviewed by Fuel Card Administrator: _____

Cards Received by Dept on: _____ Date Returned/Cancelled: _____

Fuel Cards Received by Department: _____

Sign & Print Authorized Elected Official/Supervisor/Director

Vehicle Plate No	Vehicle Description	VIN Number	*Purchasing Dept Only* *Card Number*
	JOHN DEER RIDING LAWN TRACTOR RC#1	(DIESEL ONLY)	
	COMMERICIAL PUSH MOWER RC #2	(UNLEADED)	
	PUSH MOWER RC #3	(UNLEADED)	
	PUSH MOWER RC#4	(UNLEADED)	
	2 WEED EATERS RC#5	(UNLEADED)	

RECEIVED BY HIDALGO COUNTY PURCHASING DEPARTMENT

By _____

Time 3/13/07 3:35

COMDATA FUEL CARD REQUEST FORM

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

☑ Add ~~Vehicle~~ Equipment Card ☐ Add Driver Pin ☐ Delete Cancel Card ☐ Delete/Cancel Driver

Department:	Hidalgo County Substance Abuse Treatment Facility
Billing Address:	PO BOX 1109 Edinburg, Texas 78540
Fuel Card Manager:	Melissa Garza and Diana G Solis
	This person can not have use of the fuel card
Phone Number:	(956) 380-3311 and (956) 587-6008
County Email:	ad008@hidalgococscd.com / ad004@hidalgococscd.com
Web user Name:	SATF **Password:**
Hidalgo Co Acct Number:	8-~~1297~~-423-00-320020-8
Requested By:	Joe Lopez
	Sign & Print Elected/Official Supervisor/Director

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

For Purchasing Department Use Only

Approved by Commissioners Court On: _____

Reviewed by Fuel Card Administrator: _____

Cards Received by Dept on: _____ Date Returned/Cancelled: _____

Fuel Cards Received by Department: _____

Sign & Print Authorized Elected Official/Supervisor/Director

Vehicle Plate No	Vehicle Description	VIN Number	*Purchasing Dept Only* *Card Number*
	Riding Tractor SATF #1		
	Push Mower SATF #2		
	7 Lawn Mowers SATF #3		
NOTE:	UNLEADED GAS		
		RECEIVED BY HIDALGO COUNTY	
		PURCHASING DEPARTMENT	
		By	
		Time 3:35	8/13/05

HIDALGO COUNTY
COMMUNITY SUPERVISION & CORRECTIONS DEPARTMENT
(ADULT PROBATION)

RICARDO P. RODRIGUEZ, JR.
JUDGE 92ND DISTRICT COURT

RODOLFO "RUDY" DELGADO
JUDGE 93RD DISTRICT COURT

BOBBY FLORES
JUDGE 139TH DISTRICT COURT

ROSE GUERRA REYNA
JUDGE 206TH DISTRICT COURT

JUAN R. PARTIDA
JUDGE 275TH DISTRICT COURT

MARIO E. RAMIREZ, JR.
JUDGE 332ND DISTRICT COURT

NOÉ GONZALEZ
JUDGE 370TH DISTRICT COURT

JOE E. LOPEZ
EXECUTIVE DIRECTOR

P.O. BOX 970
Edinburg, Texas 78540

Phone (956) 587-6000
Fax (956) 318-2488

LETICIA LOPEZ
JUDGE 389TH DISTRICT COURT

AÍDA SALINAS FLORES
JUDGE 398TH DISTRICT COURT

THOMAS P. WINGATE
JUDGE 430TH DISTRICT COURT

RODOLFO "RUDY" GONZALEZ
JUDGE COUNTY COURT AT LAW NO. 1

JAIME J. PALACIOS
JUDGE COUNTY COURT AT LAW NO. 2

FEDERICO (FRED) GARZA, JR.
JUDGE COUNTY COURT AT LAW NO.4

ARNOLDO CANTU
JUDGE COUNTY COURT AT LAW NO. 5

ALBERT GARCIA
JUDGE COUNTY COURT AT LAW NO. 6

March 26, 2008

Mr Valde Guerra
Hidalgo County Budget & Management
Edinburg, Texas 78540

RE: Comdata Account

Our department will require three vendor accounts, the Adult Probation, the Restitution Center, and the Boot Camp. The Restitution Center vans run 24-7 and require more fuel. For the Center, I am requesting a limit of $5000.00 a month with a 4 limit transaction daily. Our department will need four Supervisor Cards for myself and for:

Raul Macias	Asst Director
Robert Lizcano	Residential Director
Rick Guerrero	Supervisor

Equipment cards will be needed for the fueling of gas cans for the lawn equipment at the Boot Camp and the Restitution Center. Your assistance is appreciated.

Sincerely,

Raul Macias for

Joe Lopez
Executive Director
cc: Mr. Ramon Vela

AI-10655 **14.A.6.**

Hidalgo County Pool of Professional Services-Request for Acceptance of Expansion of Real Estate Appraisers

CC REGULAR

Date: 08/19/2008
Submitted By: Olga Montero, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Hidalgo County

Information

CAPTION

Presentation for discussion, consideration and action regarding the option to re-advertise Request for Qualifications in order to expand the existing approved "pool" of real estate appraisers, inasmuch as the last attempt to expand the pool resulted in only one (1) additional participant.

BACKGROUND

The Court has taken a position of attempting to encourage as much participation as possible by local firms to assist in the acquisition/disposition of property.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

For funding availability please see the attached 2008 Expense Report for Object Code 339 (as of 8/14/08).

Fiscal impact cannot be determined at this time in as much as CC needs to approve the request for expansion of professional services, scope of services and any applicable procurement process.

Fiscal impact is determined at the time the contract negotiations begin with any particular firm (vendor).

Attachments

Link: 2008 Exp Rpt for Obj 339

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	08/14/2008 02:49 PM	APRV
2	Budget & Management	Veronica Lopez	08/14/2008 02:50 PM	APRV
3	Dale Kennan	Dale Kennan	08/14/2008 05:33 PM	APRV

4	Auditor's Office	Linda Fong	08/15/2008 11:22 AM	APRV
5	Court Administrator	Angela Garcia	08/15/2008 01:04 PM	APRV

Form Started By: Olga Montero

Started On: 08/14/2008 02:29 PM

Final Approval Date: 08/15/2008

Hidalgo County

Expenditure Summary Report

Standard Report Format

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
1100 GENERAL FUND							
8-1100-412-00-090-001-0-339	DIST CLERK-OTHER PROFESSIONAL SERVICES	4,000.00	.00	.00	.00	4,000.00	.00
8-1100-413-30-115-017-0-339	CO COMM-OTHER PROFESSIONAL SERVICES	3,000.00	.00	.00	.00	3,000.00	.00
8-1100-415-00-115-002-0-339	CO WIDE ADM-OTHER PROFESSIONAL SERVICE	25,000.00	.00	6,300.00	6,300.00	18,700.00	25.20
8-1100-415-00-115-072-0-339	HURRICANE DOLLY-OTHER PROFESSIONAL SERVI	5,000.00	.00	.00	.00	5,000.00	.00
8-1100-415-00-150-002-0-339	BAIL BOND BOARD-OTHER PROFESSIONAL SRV	7,000.00	.00	.00	.00	7,000.00	.00
8-1100-415-00-200-002-0-339	COMPUTER DEPT-OTHER PROFESSIONAL SRV	.00	.00	.00	.00	.00	.00
8-1100-415-14-115-001-0-339	DBM-BUDGET DIV-OTHER PROFESSIONAL SERV	65,750.00	5,150.00	2,650.00	2,650.00	57,950.00	11.86
8-1100-415-15-140-001-0-339	TAX OFF-OTHER PROFESSIONAL SERVICES	100.00	.00	.00	.00	100.00	.00
8-1100-415-19-115-020-0-339	ARBITRAGE CALC-OTHER PROFESSIONAL SRV	5,000.00	.00	4,000.00	4,000.00	1,000.00	80.00
8-1100-415-30-115-021-0-339	GENERAL LITIGATION-OTHER PROFESSIONAL	350,000.00	.00	178,558.35	178,558.35	171,441.65	51.02
8-1100-415-40-180-001-0-339	CO CLERK-OTHER PROFESSIONAL SERVICES	2,000.00	.00	.00	.00	2,000.00	.00
8-1100-415-40-180-002-0-339	CO CLERK RECORD ARCHIVE-OTHER PROF SRVS	314.25	.00	.00	.00	314.25	.00
8-1100-415-50-190-001-0-339	CIVIL SERVICE-OTHER PROFESSIONAL SERVICE	17,500.00	.00	.00	.00	17,500.00	.00
8-1100-419-40-220-001-0-339	GEN GOVT BLDG-OTHER PROFESSIONAL SERV	5,000.00	.00	380.00	380.00	4,620.00	7.60
8-1100-419-50-115-059-0-339	DBM-SAFETY DIV-OTHER PROFESSIONAL SRV	77,200.00	9,255.00	40,859.47	40,859.47	27,085.53	64.92
8-1100-421-00-280-001-0-339	SHERIFF-OTHER PROFESSIONAL SERVICES	46,050.00	10,212.95	25,535.00	25,535.00	10,302.05	77.63
8-1100-421-53-123-041-0-339	RURAL AMBULANCE-OTHER PROFESSIONAL SRV	150,000.00	.00	.00	.00	150,000.00	.00
8-1100-423-21-280-002-0-339	JAIL-OTHER PROFESSIONAL SERVICES	150,000.00	15,339.00	14,264.70	14,264.70	120,396.30	19.74
8-1100-423-32-330-001-0-339	JUV DET HM-OTHER PROFESSIONAL SERVICES	40,000.00	995.00	10,101.00	10,101.00	28,904.00	27.74
8-1100-423-60-330-002-0-339	JUV PROB-OTHER PROFESSIONAL SERVICES	35,000.00	.00	28,908.07	28,908.07	6,091.93	82.59
8-1100-441-00-340-001-0-339	HEALTH ADM-OTHER PROFESSIONAL SRV	2,000.00	.00	.00	.00	2,000.00	.00
8-1100-441-00-340-003-0-339	HEALTH CLINICS-OTHER PROFESSIONAL SRV	34,864.38	13,287.00	19,592.38	19,592.38	1,985.00	94.31
1100 GENERAL FUND		**1,024,778.63**	**54,238.95**	**331,148.97**	**331,148.97**	**639,390.71**	**37.61**
1200 R&B COUNTY WIDE							
8-1200-431-00-260-001-0-339	R-O-W DEPT-OTHER PROFESSIONAL SERVICES	7,000.00	.00	700.00	700.00	6,300.00	10.00
1200 R&B COUNTY WIDE		**7,000.00**	**.00**	**700.00**	**700.00**	**6,300.00**	**10.00**
1201 R&B PRECINCT NO.1							
8-1201-431-00-121-005-0-339	PCT.1 P/U RD-OTHER PROFESSIONAL SERVICES	2,750.00	.00	.00	.00	2,750.00	.00
1201 R&B PRECINCT NO.1		**2,750.00**	**.00**	**.00**	**.00**	**2,750.00**	**.00**
1202 R&B PRECINCT NO.2							

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
1202 R&B PRECINCT NO.2							
8-1202-431-00-122-006-0-339	PCT.2 P/U RD-OTHER PROFESSIONAL SERVICES	22,550.00	.00	.00	.00	22,550.00	.00
1202 R&B PRECINCT NO.2		**22,550.00**	**.00**	**.00**	**.00**	**22,550.00**	**.00**
1203 R&B PRECINCT NO.3							
8-1203-431-00-123-005-0-339	PCT.3 P/U RD-OTHER PROFESSIONAL SERVICES	7,700.00	700.00	.00	.00	7,000.00	9.09
1203 R&B PRECINCT NO.3		**7,700.00**	**700.00**	**.00**	**.00**	**7,000.00**	**9.09**
1204 R&B PRECINCT NO.4							
8-1204-431-00-124-007-0-339	PCT.4 P/U RD-OTHER PROFESSIONAL SERVICES	7,954.77	1,196.18	4,158.59	4,158.59	2,600.00	67.32
1204 R&B PRECINCT NO.4		**7,954.77**	**1,196.18**	**4,158.59**	**4,158.59**	**2,600.00**	**67.32**
1211 PARKS PRECINCT NO.1							
8-1211-452-00-121-013-0-339	PARKS PCT.1-OTHER PROFESSIONAL SERVICES	31,560.00	660.00	30,780.00	30,780.00	120.00	99.62
1211 PARKS PRECINCT NO.1		**31,560.00**	**660.00**	**30,780.00**	**30,780.00**	**120.00**	**99.62**
1212 PARKS PRECINCT NO.2							
8-1212-452-00-122-008-0-339	PARKS PCT.2-OTHER PROFESSIONAL SERVICES	1,000.00	.00	.00	.00	1,000.00	.00
1212 PARKS PRECINCT NO.2		**1,000.00**	**.00**	**.00**	**.00**	**1,000.00**	**.00**
1213 PARKS PRECINCT NO.3							
8-1213-452-00-123-008-0-339	PARKS PCT.3-OTHER PROFESSIONAL SRV	2,000.00	.00	.00	.00	2,000.00	.00
1213 PARKS PRECINCT NO.3		**2,000.00**	**.00**	**.00**	**.00**	**2,000.00**	**.00**
1239 COURT REPORTER SERVICE FUND							
8-1239-412-00-115-043-0-339	COURT REPORTER-OTHER PROFESSIONAL SRV	154,057.25	.00	119,946.54	119,946.54	34,110.71	77.86
1239 COURT REPORTER SERVICE FUND		**154,057.25**	**.00**	**119,946.54**	**119,946.54**	**34,110.71**	**77.86**
1251 HIDTA CHAPTER 59 STATE ASSET FORFEITURE							
8-1251-412-00-270-011-0-339	HIDTA CHAPTER 59-OTHER PROFESSIONAL SERV	500.00	.00	.00	.00	500.00	.00
1251 HIDTA CHAPTER 59 STATE ASSET FORFEITURE		**500.00**	**.00**	**.00**	**.00**	**500.00**	**.00**
1291 HIDTA							
8-1291-412-00-270-002-0-339	HIDTA TF COMMAND CTR-OTHER PROFESSIONAL	.00	.00	.00	.00	.00	.00
1291 HIDTA		**.00**	**.00**	**.00**	**.00**	**.00**	**.00**
1292 WIC							
8-1292-441-00-350-001-8-339	WIC ADM-OTHER PROFESSIONAL SERVICES	5,000.00	1,021.50	178.50	178.50	3,800.00	24.00
1292 WIC		**5,000.00**	**1,021.50**	**178.50**	**178.50**	**3,800.00**	**24.00**
1293 HEALTH DEPARTMENT							
8-1293-441-00-340-005-0-339	H.D. ADM-OTHER PROFESSIONAL SERVICES	19,064.39	.00	15,229.07	15,229.07	3,835.32	79.88
8-1293-441-00-340-013-8-339	TDH PHPSB-OTHER PROFESSIONAL SERVICES	4,187.00	.00	4,187.00	4,187.00	.00	100.00
8-1293-441-00-340-032-7-339	BORDER/EWIDS-OTHER PROFESSIONAL SERVICES	43,082.00	.00	.00	.00	43,082.00	.00
8-1293-441-10-340-027-6-339	BORDER HEALTH-OTHER PROFESSIONAL	5,080.00	.00	.00	.00	5,080.00	.00
8-1293-441-10-340-028-6-339	BORDER HEALTH EWIDS-OTHER PROFESSIONAL	30,351.40	.00	.00	.00	30,351.40	.00

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
1293 HEALTH DEPARTMENT							
1293 HEALTH DEPARTMENT		**101,764.79**	**.00**	**19,416.07**	**19,416.07**	**82,348.72**	**19.08**
1294 JUVENILE PROBATION							
8-1294-423-00-330-050-8-339	TJPC-X-2008 -OTHER PROFESSIONAL SERVICES	1,200.00	.00	.00	.00	1,200.00	.00
1294 JUVENILE PROBATION		**1,200.00**	**.00**	**.00**	**.00**	**1,200.00**	**.00**
1295 POST ADJUDICATION JUVENILE BOOT CAMP							
8-1295-423-00-330-028-0-339	WESL B/C-OTHER PROFESSIONAL SERVICES	2,000.00	.00	405.00	405.00	1,595.00	20.25
1295 POST ADJUDICATION JUVENILE BOOT CAMP		**2,000.00**	**.00**	**405.00**	**405.00**	**1,595.00**	**20.25**
1297 ADULT PROBATION							
8-1297-423-00-320-002-8-339	BASIC SUPERVISION-OTHER PROFESSIONAL SRV	102,195.00	25,050.00	27,445.00	27,445.00	49,700.00	51.37
8-1297-423-00-320-008-8-339	COMM CORR-OTHER PROFESSIONAL SRV	410.00	.00	365.00	365.00	45.00	89.02
8-1297-423-00-320-015-8-339	SEX OFFENDER CASELOAD-OTHER PROFESSIONAL	2,440.00	.00	1,680.00	1,680.00	760.00	68.85
8-1297-423-00-320-020-8-339	SATF-OTHER PROFESSIONAL SRV	1,500.00	1,325.00	.00	.00	175.00	88.33
1297 ADULT PROBATION		**106,545.00**	**26,375.00**	**29,490.00**	**29,490.00**	**50,680.00**	**52.43**
1310 BORDER COLONIA ACCESS PROGRAM							
8-1310-431-00-121-148-0-339	PCT.1-HARMEL-OTHER PROF SRV	319.12	.00	.00	.00	319.12	.00
8-1310-431-00-121-175-0-339	PCT.1-V&C/R.CAVAZOS-OTHER PROF SRV	1,465.93	1,465.93	.00	.00	.00	100.00
8-1310-431-00-121-394-0-339	PCT.1-RAMOSVILLE-OTHER PROF SRV	751.59	.00	.00	.00	751.59	.00
8-1310-431-00-121-397-0-339	PCT.1-SAENZ-OTHER PROF SRV	1,068.69	.00	.00	.00	1,068.69	.00
8-1310-431-00-121-400-0-339	PCT.1-SUNRISE-OTHER PROF SRV	1,149.37	.00	.00	.00	1,149.37	.00
8-1310-431-00-121-401-0-339	PCT.1-SUNRISE HILL/J.OLIVAREZ-OTHER PROF	1,591.14	.00	.00	.00	1,591.14	.00
8-1310-431-00-121-402-0-339	PCT.1-SUNRISE HILL/R.GUERRA-OTHER PROF S	1,253.35	.00	.00	.00	1,253.35	.00
8-1310-431-00-121-403-0-339	PCT.1-SUNRISE HILL/R.GONZALEZ-OTHER PROF	1,253.35	.00	.00	.00	1,253.35	.00
8-1310-431-00-121-404-0-339	PCT.1-TROPICAL FARMS/SAMOA-OTHER PROF SR	1,750.54	1,750.54	.00	.00	.00	100.00
8-1310-431-00-121-405-0-339	PCT.1-TROPICAL FARMS/TAHITI-OTHER PROF S	1,379.08	1,379.08	.00	.00	.00	100.00
8-1310-431-00-121-426-0-339	PCT.1-ELIZABETH-OTHER PROF SRV	289.43	289.43	.00	.00	.00	100.00
8-1310-431-00-122-072-0-339	PCT.2-PALMAS/JESINIA-OTHER PROF SRV	1,332.17	.00	.00	.00	1,332.17	.00
8-1310-431-00-122-073-0-339	PCT.2-LOPEZVILLE/KENNEDY-OTHER PROF SRV	2,726.56	.00	.00	.00	2,726.56	.00
8-1310-431-00-122-074-0-339	PCT.2-LOPEZVILLE/PUEBLO-OTHER PROF SRV	1,817.43	.00	.00	.00	1,817.43	.00
8-1310-431-00-122-075-0-339	PCT.2-LOPEZVILLE/WATER-OTHER PROF SRV	3,782.71	.00	.00	.00	3,782.71	.00
8-1310-431-00-122-076-0-339	PCT.2-LOPEZVILLE/CHURCH-OTHER PROF SRV	2,257.79	.00	.00	.00	2,257.79	.00
8-1310-431-00-122-077-0-339	PCT.2-PRIMAVERA 2/JENICA E-OTHER PROF SR	2,002.44	.00	.00	.00	2,002.44	.00
8-1310-431-00-122-078-0-339	PCT.2-PRIMAVERA 2/JENICA W-OTHER PROF SR	2,909.21	.00	.00	.00	2,909.21	.00
8-1310-431-00-122-079-0-339	PCT.2-PRIMAVERA 2/JESSICA-OTHER PROF SRV	2,071.97	.00	.00	.00	2,071.97	.00

Hidalgo County

Expenditure Summary Report

Standard Report Format

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
1310 BORDER COLONIA ACCESS PROGRAM							
8-1310-431-00-122-080-0-339	PCT.2-PRIMAVERA 2/ROSIE-OTHER PROF SRV	1,766.86	.00	.00	.00	1,766.86	.00
8-1310-431-00-122-490-0-339	PCT.2-ALAMO ORCHARDS-OTHER PROF SRV	2,410.09	.00	.00	.00	2,410.09	.00
8-1310-431-00-122-496-0-339	PCT.2-CAMPO ALTO/VISTA CIR E-OTHER PROF	1,375.15	.00	.00	.00	1,375.15	.00
8-1310-431-00-122-497-0-339	PCT.2-CAMPO ALTO/VISTA CIR W-OTHER PROF	1,883.90	.00	.00	.00	1,883.90	.00
8-1310-431-00-122-520-0-339	PCT.2-PLUMOSA VILLAGE-OTHER PROF SRV	2,972.10	.00	.00	.00	2,972.10	.00
8-1310-431-00-122-535-0-339	PCT.2-S TOWER EST/SAN ANGELO-OTHER PROF	5,146.08	.00	.00	.00	5,146.08	.00
8-1310-431-00-122-536-0-339	PCT.2-S TOWER EST/SAN DIEGO-OTHER PROF S	2,266.47	.00	.00	.00	2,266.47	.00
8-1310-431-00-122-544-0-339	PCT.2-TIERRA BONITA/MARIE CIR S-OTHER PR	3,488.87	.00	.00	.00	3,488.87	.00
8-1310-431-00-122-547-0-339	PCT.2-WHITEWING/DOVE-OTHER PROF SRV	2,751.80	.00	.00	.00	2,751.80	.00
8-1310-431-00-122-548-0-339	PCT.2-WHITEWING/PELICAN-OTHER PROF SRV	3,477.51	.00	.00	.00	3,477.51	.00
8-1310-431-00-123-061-0-339	PCT.3-HILDA/ESTER-OTHER PROF SRV	3,433.02	1,255.22	2,177.80	2,177.80	.00	100.00
8-1310-431-00-123-062-0-339	PCT.3-LA PALMA-OTHER PROF SRV	3,792.52	1,618.39	1,709.93	1,709.93	464.20	87.76
8-1310-431-00-123-064-0-339	PCT.3-TREVINOS 4-OTHER PROF SRV	4,186.73	4,186.73	.00	.00	.00	100.00
8-1310-431-00-123-462-0-339	PCT.3-BASHAM 16/EXT CO RD-OTHER PROF SRV	2,198.70	.00	.00	.00	2,198.70	.00
8-1310-431-00-123-465-0-339	PCT.3-CARLOS LEAL 2-OTHER PROF SRV	4,087.31	.00	.00	.00	4,087.31	.00
8-1310-431-00-123-489-0-339	PCT.3-VALES-OTHER PROF SRV	1,009.44	.00	.00	.00	1,009.44	.00
8-1310-431-00-124-092-0-339	PCT.4-EL SECO/NADIA-OTHER PROF SRV	253.29	253.29	.00	.00	.00	100.00
8-1310-431-00-124-093-0-339	PCT.4-EL SECO/OKEECHOBEE-OTHER PROF SRV	123.86	123.86	.00	.00	.00	100.00
8-1310-431-00-124-103-0-339	PCT.4-MEADOW LANDS/TERRY-OTHER PROF SRV	611.93	610.65	.00	.00	1.28	99.79
8-1310-431-00-124-104-0-339	PCT.4-MEADOW LANDS/MEADOW-OTHER PROF SRV	466.59	466.59	.00	.00	.00	100.00
8-1310-431-00-124-105-0-339	PCT.4-MEADOW LANDS/PRARIE-OTHER PROF SRV	364.09	364.09	.00	.00	.00	100.00
8-1310-431-00-124-106-0-339	PCT.4-MURILLO/NORTH-OTHER PROF SRV	89.91	89.91	.00	.00	.00	100.00
8-1310-431-00-124-107-0-339	PCT.4-MURILLO/SOUTH-OTHER PROF SRV	165.72	165.72	.00	.00	.00	100.00
8-1310-431-00-124-111-0-339	PCT.4-SANDY/FIRST-OTHER PROF SRV	18.18	.00	.00	.00	18.18	.00
8-1310-431-00-124-112-0-339	PCT.4-SANDY/SECOND-OTHER PROF SRV	838.72	.00	.00	.00	838.72	.00
8-1310-431-00-124-113-0-339	PCT.4-SEMINARY EST-OTHER PROF SRV	353.63	353.63	.00	.00	.00	100.00
8-1310-431-00-124-114-0-339	PCT.4-SIMPATICO ACRES-OTHER PROF SRV	9.00	.00	.00	.00	9.00	.00
8-1310-431-00-124-115-0-339	PCT.4-SUMMERWOOD/ALBERTO-OTHER PROF SRV	76.80	76.80	.00	.00	.00	100.00
8-1310-431-00-124-116-0-339	PCT.4-SUMMERWOOD/BERMEA-OTHER PROF SRV	130.36	.00	.00	.00	130.36	.00
8-1310-431-00-124-117-0-339	PCT.4-TOWNE EAST-OTHER PROF SRV	13.00	13.00	.00	.00	.00	100.00
8-1310-431-00-124-459-0-339	PCT.4-RANCHO NUEVO/E BARRADA-OTHER PROF	474.47	448.79	.00	.00	25.68	94.59
8-1310-431-00-124-460-0-339	PCT.4-RANCHO NUEVO/N BARRADA-OTHER PROF	262.37	262.37	.00	.00	.00	100.00

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
1310 BORDER COLONIA ACCESS PROGRAM							
1310 BORDER COLONIA ACCESS PROGRAM		**81,670.34**	**15,174.02**	**3,887.73**	**3,887.73**	**62,608.59**	**23.34**
1311 BORDER COLONIA ACCESS PROGRAM ROUND II							
8-1311-431-00-121-019-1-339	AGUA DULCE-OTHER PROF SRV	1,204.97	775.24	429.73	429.73	.00	100.00
8-1311-431-00-121-066-0-339	BAR #3-OTHER PROF SRV	1,516.98	.00	1,516.98	1,516.98	.00	100.00
8-1311-431-00-121-071-1-339	BARBOSA LOPEZ #1-OTHER PROF SRV	2,085.22	.00	175.80	175.80	1,909.42	8.43
8-1311-431-00-121-103-1-339	BERNAL HEIGHTS #1-OTHER PROF SRV	1,209.35	779.62	429.73	429.73	.00	100.00
8-1311-431-00-121-105-1-339	BERNAL-OTHER PROF SRV	1,486.40	.00	175.80	175.80	1,310.60	11.83
8-1311-431-00-121-132-0-339	CANA DE AZUCAR-OTHER PROF SRV	270.04	270.04	.00	.00	.00	100.00
8-1311-431-00-121-150-1-339	CHAPA III-OTHER PROF SRV	766.58	.00	429.74	429.74	336.84	56.06
8-1311-431-00-121-230-1-339	DIMAS #3-OTHER PROF SRV	1,613.26	.00	175.80	175.80	1,437.46	10.90
8-1311-431-00-121-244-0-339	EL MESQUITE-OTHER PROF SRV	1,794.82	.00	.00	.00	1,794.82	.00
8-1311-431-00-121-245-1-339	EL MONTE-OTHER PROF SRV	2,194.16	2,018.36	175.80	175.80	.00	100.00
8-1311-431-00-121-318-1-339	HIGH LAND-OTHER PROF SRV	2,174.96	.00	175.80	175.80	1,999.16	8.08
8-1311-431-00-121-368-0-339	LA BLANCA HEIGHTS-OTHER PROF SRV	1,203.84	1,203.84	.00	.00	.00	100.00
8-1311-431-00-121-391-0-339	LA PALMA S/D-OTHER PROF SRV	3,038.30	.00	.00	.00	3,038.30	.00
8-1311-431-00-121-495-0-339	NORTH CAPISALLO-OTHER PROF SRV	1,302.54	1,302.54	.00	.00	.00	100.00
8-1311-431-00-121-509-1-339	OLD REBEL HEIGHTS-OTHER PROF SRV	981.38	981.38	.00	.00	.00	100.00
8-1311-431-00-121-571-0-339	PUESTA DEL SOL-OTHER PROF SRV	5,108.00	5,108.00	.00	.00	.00	100.00
8-1311-431-00-121-575-0-339	RC BABB #1-OTHER PROF SRV	507.60	184.50	323.10	323.10	.00	100.00
8-1311-431-00-121-576-0-339	RC BABB #2-OTHER PROF SRV	1,163.76	840.66	323.10	323.10	.00	100.00
8-1311-431-00-121-577-0-339	RC BABB #3-OTHER PROF SRV	263.52	.00	258.10	258.10	5.42	97.94
8-1311-431-00-121-631-0-339	ROSEDALE HEIGHTS-OTHER PROF SRV	1,177.32	1,177.32	.00	.00	.00	100.00
8-1311-431-00-121-865-1-339	DIMAS #1-OTHER PROF SRV	1,450.98	.00	175.80	175.80	1,275.18	12.12
8-1311-431-00-121-897-1-339	MEL GRAY-OTHER PROF SRV	8,881.81	4,881.81	.00	.00	4,000.00	54.96
8-1311-431-00-122-199-1-339	COUNTRY LIVING ESTATES-OTHER PROF SRV	4,574.81	2,054.70	2,520.11	2,520.11	.00	100.00
8-1311-431-00-122-240-1-339	EL CHARRO #2-OTHER PROF SRV	5,292.75	5,292.75	.00	.00	.00	100.00
8-1311-431-00-122-252-0-339	ELDORA GARDENS-OTHER PROF SRV	102.17	102.17	.00	.00	.00	100.00
8-1311-431-00-122-253-0-339	SANTANA SUBD/ELDORA RD-OTHER PROF SRV	2,962.24	.00	.00	.00	2,962.24	.00
8-1311-431-00-122-365-0-339	LJ #1-OTHER PROF SRV	3,348.81	.00	3,338.78	3,338.78	10.03	99.70
8-1311-431-00-122-406-1-339	LAS BRISAS-OTHER PROF SRV	11,596.56	11,596.56	.00	.00	.00	100.00
8-1311-431-00-122-412-0-339	LAS HACIENDAS-OTHER PROF SRV	2,177.82	67.64	2,110.18	2,110.18	.00	100.00
8-1311-431-00-122-484-1-339	MORNING SUN-OTHER PROF SRV	2,110.80	1,285.25	825.55	825.55	.00	100.00
8-1311-431-00-122-494-1-339	NORTH ALAMO VILLAGE-OTHER PROF SRV	3,311.55	2,912.00	399.55	399.55	.00	100.00

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
1311 BORDER COLONIA ACCESS PROGRAM ROUND II							
8-1311-431-00-122-503-1-339	NORTHSIDE VILLAGE #2-OTHER PROF SRV	4,169.24	1,340.00	.00	.00	2,829.24	32.14
8-1311-431-00-122-557-1-339	PENTECOSTAL-OTHER PROF SRV	1,220.95	1,220.95	.00	.00	.00	100.00
8-1311-431-00-122-568-0-339	PRIMAVERA I-OTHER PROF SRV	91.39	91.39	.00	.00	.00	100.00
8-1311-431-00-122-580-1-339	RSW UNIT # 1-OTHER PROF SRV	2,464.07	2,464.07	.00	.00	.00	100.00
8-1311-431-00-122-596-0-339	RANCHO ESCONDIDO-OTHER PROF SRV	3,701.40	.00	.00	.00	3,701.40	.00
8-1311-431-00-122-605-1-339	RED BARN-OTHER PROF SRV	429.74	429.74	.00	.00	.00	100.00
8-1311-431-00-122-620-0-339	ROADRUNNER #2-OTHER PROF SRV	5,886.85	5,581.85	305.00	305.00	.00	100.00
8-1311-431-00-122-683-0-339	SOUTH FORK ESTATES-OTHER PROF SRV	2,039.18	1,381.48	657.70	657.70	.00	100.00
8-1311-431-00-122-693-0-339	SOUTH SIDE VILLAGE-OTHER PROF SRV	1.45	1.45	.00	.00	.00	100.00
8-1311-431-00-122-740-0-339	TINY ACRES-OTHER PROF SRV	1,048.16	1,048.16	.00	.00	.00	100.00
8-1311-431-00-122-767-1-339	VAL BAR ESTATES-OTHER PROF SRV	859.66	859.66	.00	.00	.00	100.00
8-1311-431-00-123-014-1-339	ACEVEDO S/D #4-OTHER PROF SRV	4,683.16	4,683.16	.00	.00	.00	100.00
8-1311-431-00-123-015-0-339	ACOSTA S/D-OTHER PROF SRV	2,300.76	2,300.76	.00	.00	.00	100.00
8-1311-431-00-123-042-0-339	AMBER LAND S/D-OTHER PROF SRV	1,960.07	1,645.10	314.97	314.97	.00	100.00
8-1311-431-00-123-072-0-339	BARNEY GROVES S/D-OTHER PROF SRV	1,395.90	1,080.92	314.98	314.98	.00	100.00
8-1311-431-00-123-141-0-339	CASA DE LOS VECINOS-OTHER PROF SRV	10,565.72	9,510.92	1,054.80	1,054.80	.00	100.00
8-1311-431-00-123-152-1-339	CHULA VISTA ACRES-OTHER PROF SRV	3,843.50	2,788.70	1,054.80	1,054.80	.00	100.00
8-1311-431-00-123-247-0-339	EL PARAISO S/D-OTHER PROF SRV	6,009.10	6,009.10	.00	.00	.00	100.00
8-1311-431-00-123-250-0-339	EL SOL S/D #1-OTHER PROF SRV	5,870.31	5,342.91	527.40	527.40	.00	100.00
8-1311-431-00-123-251-0-339	EL SOL S/D #2-OTHER PROF SRV	7,397.81	6,870.41	527.40	527.40	.00	100.00
8-1311-431-00-123-267-1-339	EZEQUIEL ACEVEDO JR S/D#2-OTHER PROF SRV	2,631.14	2,316.16	314.98	314.98	.00	100.00
8-1311-431-00-123-312-0-339	HAVANA S/D-OTHER PROF SRV	2,354.34	2,354.34	.00	.00	.00	100.00
8-1311-431-00-123-322-1-339	HILDA S/D-OTHER PROF SRV	1,600.89	1,600.89	.00	.00	.00	100.00
8-1311-431-00-123-325-1-339	HILDA S/D #3-OTHER PROF SRV	1,127.82	1,127.82	.00	.00	.00	100.00
8-1311-431-00-123-350-0-339	JESSAN S/D-OTHER PROF SRV	747.00	747.00	.00	.00	.00	100.00
8-1311-431-00-123-384-1-339	LA HOMA RD N S/D-OTHER PROF SRV	6,057.58	6,057.58	.00	.00	.00	100.00
8-1311-431-00-123-385-1-339	LA HOMA RD S S/D-OTHER PROF SRV	1,672.18	1,672.18	.00	.00	.00	100.00
8-1311-431-00-123-427-1-339	LOS EBANOS S/D-OTHER PROF SRV	1,664.00	1,664.00	.00	.00	.00	100.00
8-1311-431-00-123-488-1-339	MUNOZ ESTATES-OTHER PROF SRV	3,684.04	3,684.04	.00	.00	.00	100.00
8-1311-431-00-123-498-1-339	NORTH CROSS ESTATES-OTHER PROF SRV	3,802.70	2,660.00	1,142.70	1,142.70	.00	100.00
8-1311-431-00-123-784-1-339	VILLA CAPRI S/D-OTHER PROF SRV	2,957.60	1,902.80	1,054.80	1,054.80	.00	100.00
8-1311-431-00-123-837-0-339	WALTON S/D-OTHER PROF SRV	1,423.46	1,423.46	.00	.00	.00	100.00

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
1311 BORDER COLONIA ACCESS PROGRAM ROUND II							
8-1311-431-00-123-911-0-339	RESUB PLAT JIMENEZ S/D-OTHER PROF SRV	1,514.00	1,514.00	.00	.00	.00	100.00
8-1311-431-00-124-070-0-339	BAR VI-OTHER PROF SRV	1,884.37	376.87	1,500.20	1,500.20	7.30	99.61
8-1311-431-00-124-128-0-339	CALMA ESTATES-OTHER PROF SRV	438.64	438.64	.00	.00	.00	100.00
8-1311-431-00-124-129-0-339	CALMA ESTATES #2-OTHER PROF SRV	748.85	748.85	.00	.00	.00	100.00
8-1311-431-00-124-130-0-339	CALMA ESTATES #3-OTHER PROF SRV	744.68	286.67	.00	.00	458.01	38.50
8-1311-431-00-124-155-0-339	CITRUS CITY LAKE-OTHER PROF SRV	138.90	.00	.00	.00	138.90	.00
8-1311-431-00-124-167-0-339	COLONIA BIG 5 -OTHER PROF SRV	6,133.62	6,097.32	.00	.00	36.30	99.41
8-1311-431-00-124-363-1-339	L & R GARZA-OTHER PROF SRV	622.29	602.29	.00	.00	20.00	96.79
8-1311-431-00-124-482-0-339	MORNING SIDE ESTATES-OTHER PROF SRV	288.61	11.60	.00	.00	277.01	4.02
8-1311-431-00-124-541-0-339	PALMA S/D #1-OTHER PROF SRV	1,516.73	1,516.73	.00	.00	.00	100.00
8-1311-431-00-124-543-0-339	PALMA S/D #2-OTHER PROF SRV	1,413.21	1,413.21	.00	.00	.00	100.00
8-1311-431-00-124-585-1-339	RAMBO ESTATES-OTHER PROF SRV	1,085.11	206.02	479.09	479.09	400.00	63.14
8-1311-431-00-124-612-0-339	RENA RAE S/D-OTHER PROF SRV	3,216.65	1,927.45	1,289.20	1,289.20	.00	100.00
8-1311-431-00-124-785-0-339	VILLA DEL MUNDO-OTHER PROF SRV	4,918.40	4,882.10	.00	.00	36.30	99.26
8-1311-431-00-124-793-0-339	WARE COUNTY-OTHER PROF SRV	397.60	.00	.00	.00	397.60	.00
1311 BORDER COLONIA ACCESS PROGRAM ROUND II		**197,596.13**	**144,717.13**	**24,497.47**	**24,497.47**	**28,381.53**	**85.64**
2201 SELF-FUNDED HEALTH INSURANCE							
8-2201-415-00-115-009-0-339	DBM-HEALTH INS ADM-OTHER PROFESSIONAL SR	34,500.00	.00	34,500.00	34,500.00	.00	100.00
2201 SELF-FUNDED HEALTH INSURANCE		**34,500.00**	**.00**	**34,500.00**	**34,500.00**	**.00**	**100.00**
2202 SELF-FUNDED WORKERS' COMP							
8-2202-419-50-115-065-0-339	DBM-W/C DIV-OTHER PROFESSIONAL SERV	6,615.00	.00	.00	.00	6,615.00	.00
2202 SELF-FUNDED WORKERS' COMP		**6,615.00**	**.00**	**.00**	**.00**	**6,615.00**	**.00**
8 YEAR		**1,798,741.91**	**244,082.78**	**599,108.87**	**599,108.87**	**955,550.26**	**46.88**

AI-10645 **14.A.**

Status report of the Renovations of the Old Administration Building at 100 E. Cano St.

CC REGULAR

Date: 08/19/2008
Submitted By: Moises Salazar, PURCHASING DEPT.
Department: PURCHASING DEPT.

Agenda Area: Purchasing Department **Purchasing only:** Hidalgo County

Information

CAPTION

Presentation by project architect (Alcocer Garcia Associates) on the status for "Renovations c Old Administration Building at 100 E. Cano"(project number 2008-131), for discussion consideration, and approval of applicable action (if necessary or applicable) including, but not limited to:
A. Plans and Specifications.
B. Status of drawings and specifications for the 3rd floor for renovations to be completed by County's own staff.
C. Timelines for acceptance by CC of plans and specifications, including but not limited to the printing of plan documents, publication of ads, receipt of bids, analysis, award, approval of contract, notices to proceed, etc.; and,
D. Projected time for completion of construction/renovation phase for project and occupancy.

BACKGROUND

Renovations to old Administration Building includes: District Attorney's Office Spaces, County Judge Administration Offices, and New Commissioners' Court meeting room.

Drawings and specifications for the 3rd floor are required in order to obtain a Building Permit and commence renovations by District Attorney's hired carpenter and Buildings and Grounds staff.

Fiscal Impact

FISCAL YEAR: **ACCT. #:** 8-1336-419-40-220-025-0-452
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Available balance is $3,148,343.06 as of 8/14/08.

Attachments

Link: Project+Time+Line+by+Architect[1]
Link: Proposed plans 1st floor
Link: Proposed plans 2nd floor
Link: Proposed plans 3rd floor

7.

of

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y

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	08/14/2008 02:44 PM	APRV
2	Budget & Management	Veronica Lopez	08/14/2008 02:49 PM	APRV
3	Dale Kennan	Dale Kennan	08/14/2008 04:43 PM	APRV
4	Auditor's Office	Linda Fong	08/15/2008 11:23 AM	APRV
5	Court Administrator	Angela Garcia	08/15/2008 01:04 PM	APRV

Form Started By: Moises Salazar Started On: 08/14/2008 08:57 AM

Final Approval Date: 08/15/2008

Moises Salazar

From: Edo [edo@agadc.com]
Sent: Thursday, August 14, 2008 1:06 PM
To: 'Moises Salazar'
Subject: RE: Old Administration Building Remodeling

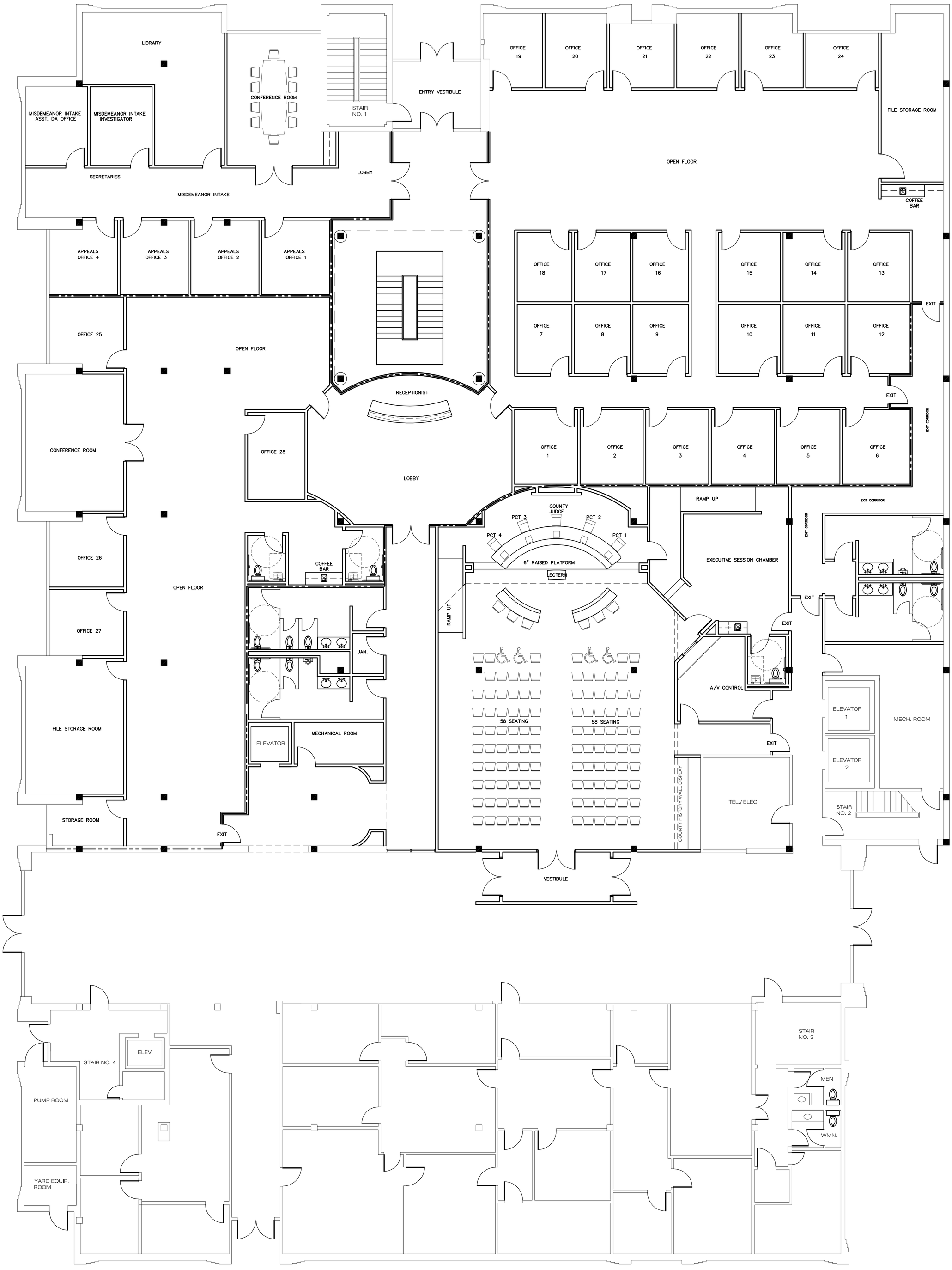
Schematic Design Phase is 90% complete. Pending approval of District Attorney's Office floor plan/space planning, upon approval we will proceed onto the Design Development Phase.

Project Schedule:

Schematic Design Phase:	2 Weeks
Owner's Review:	1 Week
Design Development Phase:	2 Weeks
Owner's Review:	1 Week
Construction Document Phase:	12 Weeks
Bidding Phase:	4 Weeks
Review of Bids:	1 Week
Award of Contract:	4 Weeks
General Construction:	28 Weeks

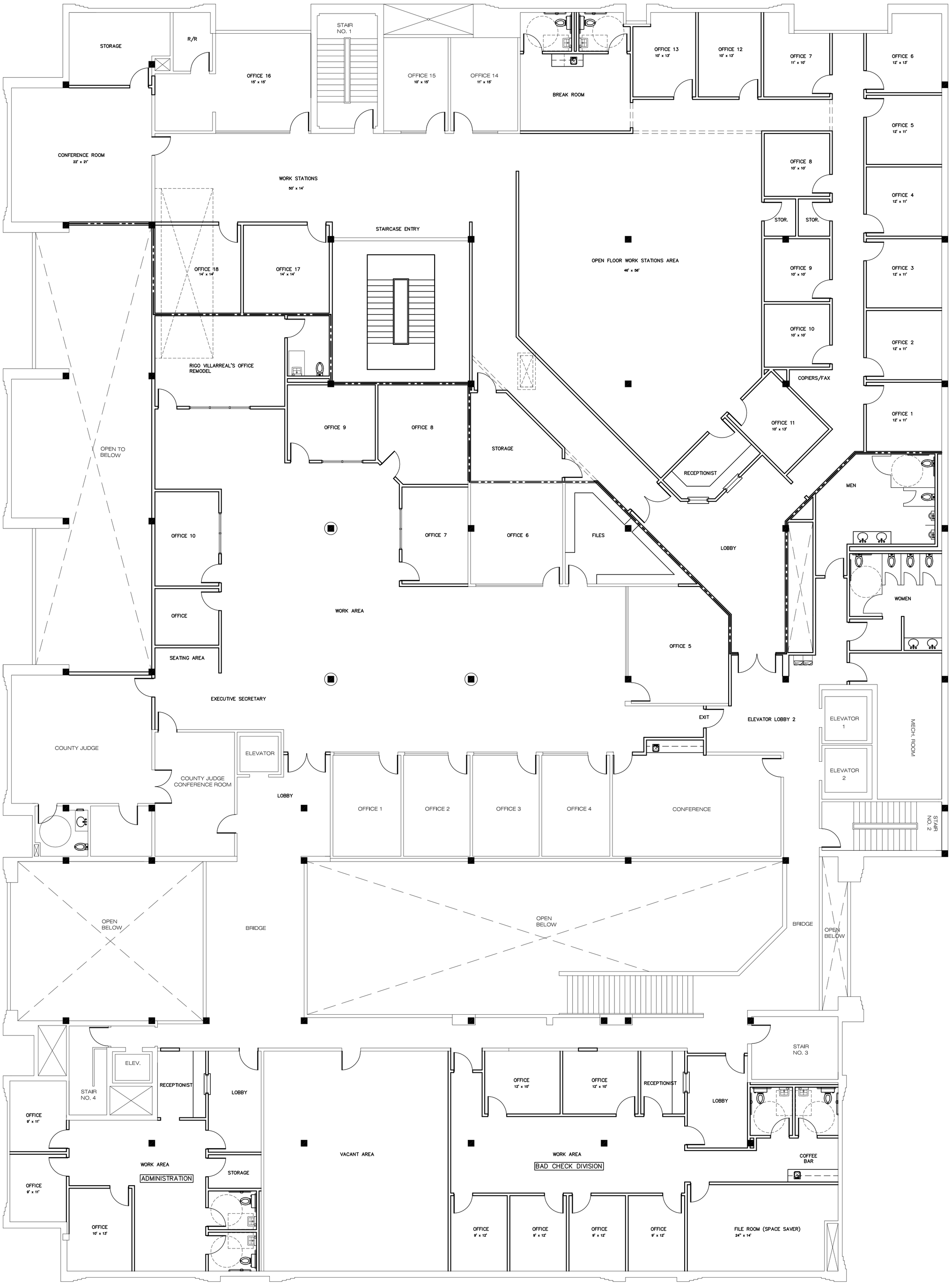
AGA
Eduardo Alcocer
Alcocer Garcia Associates
1333 E. Jasmine Ave.
McAllen, Texas 78501
Office: 956.618.2007
Fax: 956.618.2008
Cellular: 956.607.6671
e mail: edo@agadc.com

8-1336-414-C/O-220-325-0 -852



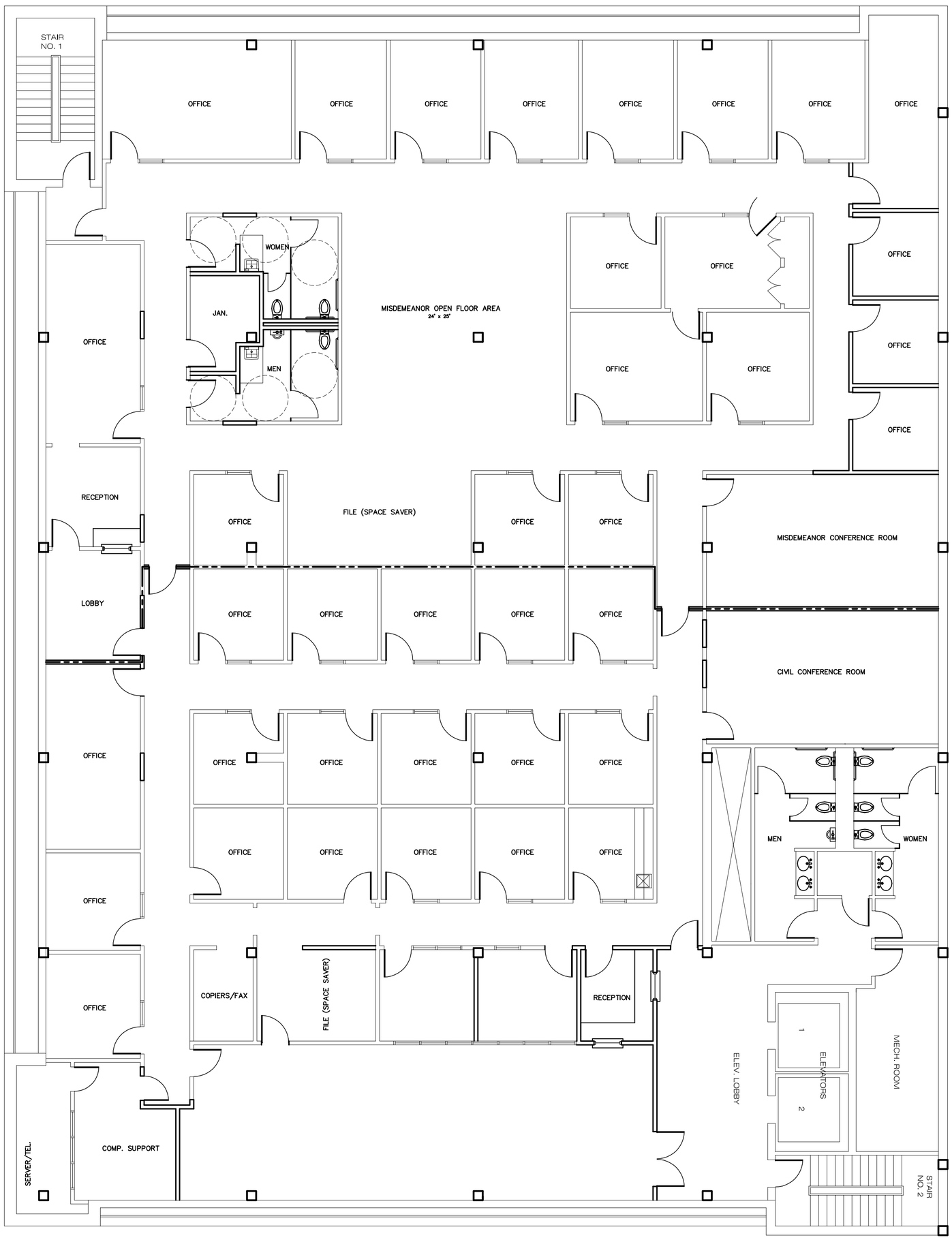
FIRST FLOOR: IMPROVEMENTS PLAN

SCALE: 1/8" = 1'-0" AGADC 08-12-08



SECOND FLOOR: IMPROVEMENTS PLAN

SCALE: 1/8" = 1'-0" AGADC 08-12-08


STAIR NO. 1
OFFICE
OFFICE
OFFICE
OFFICE
OFFICE
OFFICE
OFFICE
OFFICE
WOMEN
JAN.
MEN
MISDEMEANOR OPEN FLOOR AREA
24' x 25'
OFFICE
OFFICE
OFFICE
OFFICE
OFFICE
OFFICE
OFFICE
OFFICE
RECEPTION
LOBBY
FILE (SPACE SAVER)
OFFICE
OFFICE
OFFICE
OFFICE
OFFICE
OFFICE
OFFICE
OFFICE

AI-10620 **14.A.8.**

Unum

CC REGULAR

Date: 08/19/2008
Submitted By: Mary Maldonado, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Hidalgo County

Information

CAPTION

Presentation for discussion, consideration, acceptance, and approval to terminate the current "Group Short Term Disability Plan and further approve the replacement with the new "Individual Short Term Disability Plan" with Unum Life Insurance Company. Increase of Renewal Rates where approved on Commissioners' Court on May 27, 2008.

BACKGROUND

May 27, 2008 Agenda
New Renewal Rates

Fiscal Impact

FISCAL YEAR: **ACCT. #:**
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Fiscal impact incurred by employees with coverage.

Attachments

Link: UNUM
Link: UNUM 2

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	08/14/2008 02:35 PM	APRV
2	Budget & Management	Veronica Lopez	08/14/2008 02:41 PM	APRV
3	Dale Kennan	Dale Kennan	08/14/2008 04:29 PM	APRV
4	Auditor's Office	Linda Fong	08/15/2008 11:29 AM	APRV
5	Court Administrator	Angela Garcia	08/15/2008 01:04 PM	APRV
Form Started By: Mary Maldonado			Started On: 08/13/2008 04:24 PM	
Final Approval Date: 08/15/2008				

AI-9434 **20.A.8.**

Rate Increases for Disability Insurance

CC REGULAR

Date: 05/27/2008
Submitted By: Gricelda Villarreal, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Hidalgo County

Information

CAPTION

Presentation for discussion, consideration, acceptance and approval increases reflected in the Notice for Renewal Rates from Unum Life Insurance Company (awarded vendor for a voluntary product qualifying under Hidalgo County's Section 125-Cafeteria Plan products) with an effective date of June 1, 2008.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
Fiscal impact for employees with this type of insurance (approximately 400 employees).

Attachments

Link: New Rates

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	05/22/2008 11:56 AM	APRV
2	Budget & Management	Dina Trevino	05/22/2008 01:42 PM	APRV
3	Dale Kennan	Dale Kennan	05/22/2008 03:07 PM	APRV
4	Auditor's Office	Linda Fong	05/22/2008 07:15 PM	APRV
5	Court Administrator	Angela Garcia	05/23/2008 08:01 AM	APRV

Form Started By: Gricelda Villarreal Started On: 05/21/2008 01:37 PM
Final Approval Date: 05/23/2008

Non-Occ: Sickness and Off Job
Rate Class: A

Voluntary Workplace Benefits

Short Term Disability - ISTD
Monthly Premiums

Non-Occ: Sickness and Off Job
Rate Class: A
Hidalgo County

These rates are not for use in California, Michigan, New Hampshire or New York

Monthly Income Range		Maximum Monthly Benefit	7 days Accident / 7 days Sickness / 3 months Benefit*		14 days Accident / 14 days Sickness / 3 months Benefit*	
			Issue ages 17 - 49	Issue ages 50 - 69	Issue ages 17 - 49	Issue ages 50 - 69
			Sickness & Off Job Accident	Sickness & Off Job Accident	Sickness & Off Job Accident	Sickness & Off Job Accident
$501	$666	$400	$13.48	$16.34	$10.01	$12.05
667	833	500	16.86	20.41	12.53	15.08
834	1,000	600	20.24	24.49	15.04	18.07
1,001	1,166	700	23.62	28.56	17.51	21.11
1,167	1,333	800	27.00	32.68	20.02	24.10
1,334	1,500	900	30.34	36.75	22.54	27.13
1,501	1,666	1,000	33.72	40.82	25.01	30.12
1,667	1,833	1,100	37.10	44.90	27.52	33.11
1,834	2,000	1,200	40.48	48.97	30.03	36.14
2,001	2,166	1,300	43.81	53.04	32.50	39.13
2,167	2,333	1,400	47.19	57.16	35.02	42.17
2,334	2,500	1,500	50.57	61.23	37.53	45.16
2,501	2,666	1,600	53.95	65.31	40.00	48.19
2,667	2,833	1,700	57.29	69.38	42.51	51.18
2,834	3,000	1,800	60.67	73.45	45.03	54.21
3,001	3,166	1,900	64.05	77.53	47.54	57.20
3,167	3,333	2,000	67.43	81.60	50.01	60.24
3,334	3,500	2,100	70.81	85.72	52.52	63.23
3,501	3,666	2,200	74.15	89.79	55.04	66.26
3,667	3,833	2,300	77.53	93.86	57.51	69.25
3,834	4,000	2,400	80.91	97.94	60.02	72.24
4,001	4,166	2,500	84.29	102.01	62.53	75.27
4,167	4,333	2,600	87.62	106.08	65.00	78.26
4,334	4,500	2,700	91.00	110.20	67.52	81.30
4,501	4,666	2,800	94.38	114.27	70.03	84.29

Maximum Percent of Income is 40% in California, Hawaii, New Jersey, New York and Rhode Island.
3 month benefit period is N/A in New Jersey and Vermont.

Provident Life and Accident Insurance Company
1 Fountain Square, Chattanooga, TN 37402

Cris Villarreal

From: Flora Vazquez [flora.vazquez@co.hidalgo.tx.us]
Sent: Wednesday, August 13, 2008 11:41 AM
To: cris.villarreal@co.hidalgo.tx.us
Subject: Fw: UNUM

This is the original email I received from Javier. I've already emailed him to contact you about it. Thank you for your assistance Cris. I really appreciate it. I need all the help I can get right now. Thanks again.

-----Original Message-----
From: "Javier C. Guevara" <jguevara@alamoinsgrp.com>
Sent 7/9/2008 8:36:41 AM
To: flora.vazquez@co.hidalgo.tx.us
Cc: "Leticia Garcia" <Lgarcia@alamoinsgrp.com>
Subject: UNUM

Good Morning Flora,

I have attached a sample letter to cancel the Group Disability Plan with UNUM effective 6/1/2008. You can modify it or re-write if you want then sign it and return it to UNUM or to me and I will forward it on to UNUM for you.

Thanks,

Xavier Guevara

Alamo Insurance Group, Inc.
3201 Cherry Ridge Drive Suite D405
San Antonio, Texas 78230

Voice 210-930-6665
Fax 210-930-1838
Cell 210-313-0083



2000 West Sam Houston Parkway South
Suite 1400
Houston, Texas 77042

November 30, 2007

Mr. Fred Reyna
Hidalgo County
100 East Cano, 2nd Floor
Edinberg, Texas 78539

Re: Group LTD/STD
Policy #113769
Unum Life Insurance Company of America

Dear Mr. Reyna:

Thank you for choosing Unum as your insurance provider. By selecting coverage from Unum, you are partnering with a leader among group and individual disability benefit providers – and with a company that is dedicated to providing responsive service and reliable protection at an affordable price. We offer innovative plan designs as well as unparalleled employee support programs. When looking at the cost of insurance, it is important to consider the value you get for the premium you pay.

Based on our review of your policy this renewal period, we are making the following rate adjustment[s] to your premium effective February 1, 2008:

	Current Rate	Renewal Rate	Rate Guaranteed Until
LTD:	See attached rate schedule		2/01/2009
STD:	See attached rate schedule		2/01/2009

The enclosed renewal summary outlines additional information specific to your company. Please take a few minutes to review this document. If you have any questions, please contact me or your broker.

In addition, I can review all the options available through our group product portfolio to enable you to craft a cost effective benefit plan that meets the needs of your total employee population.

We look forward to strengthening our partnership and continuing to serve your company's benefit needs.

Regards,

Cass Petkovich
Group Sales Consultant
Unum

cc: Alamo Insurance
rw

Unum is a registered trademark and marketing brand of Unum Group and its insuring subsidiaries.
CS-1063-Unum

Better benefits at work.

Hidalgo County

Renewal Analysis for Policy # 113769

Short Term Disability Plan Review

Thank you for choosing Unum as the insurance provider for your employee benefits. Unum is pleased to prepare the following report on the insurance benefits for the employees of Hidalgo County. This report is designed to assist you in understanding the renewal information for your plan.

Hidalgo County also has the following inforce insurance coverage:

Policy Number	Policy Name	Coverage
113769	Hidalgo County	Long Term Disability

Specifically, your plan design includes:

	All Employees
Benefit Percent	60%
Weekly Maximum	$1,000
Elimination Period/Accident	7 days
Elimination Period/Sickness	7 days
Duration	12 weeks
Definition of Disability	partial
Contributory Status	Employee Funded
Full Salary Plan	Yes
Covered Earnings Type	Non Occupational

This Group Short Term Disability plan is underwritten by Unum Life Insurance Company of America.

Short Term Disability Renewal Actions

Based upon a thorough review of your plan, the following renewal actions will apply:

Renewal Actions – Short Term Disability

Your rates will change on February 01, 2008, guaranteed until February 01, 2009. Please call your broker or Unum representative if you have any questions.

Rate Grouping	Rate Basis	Bills Per Year	Age Band	Inforce Rate	Renewal Rate	Percent Change
All Employees	100 CP	12	< 25	2.02	5.15	154.8 %
All Employees	100 CP	12	25-29	2.20	5.61	154.8 %
All Employees	100 CP	12	30-34	1.94	4.94	154.8 %
All Employees	100 CP	12	35-39	1.60	4.08	154.8 %
All Employees	100 CP	12	40-44	1.64	4.18	154.8 %
All Employees	100 CP	12	45-49	1.56	3.97	154.8 %
All Employees	100 CP	12	50-54	1.94	4.94	154.8 %
All Employees	100 CP	12	55-59	2.57	6.55	154.8 %
All Employees	100 CP	12	60-64	3.21	8.18	154.8 %
All Employees	100 CP	12	65 +	3.41	8.69	154.8 %

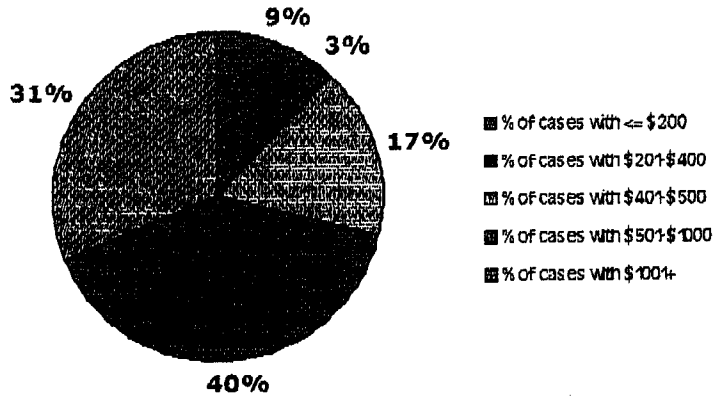
Short Term Disability Industry Plan Comparison

The following is our analysis of the disability plans other employers in your industry offer to their employees to help you gauge the effectiveness of your own program. As the leader among group and individual disability benefit providers in the United States, this information comes from Unum's disability database - the largest private source of disability data.*

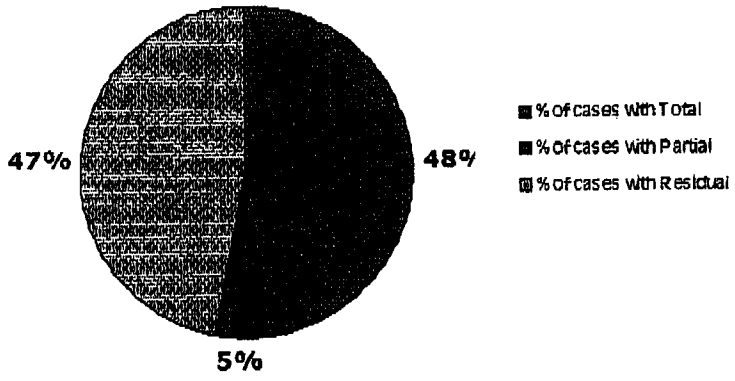
*)HA 2006 U.S. Group and Individual Disability Market Surveys, 2007.

Total Block

Maximum Weekly Benefit



Definition of Disability



Glossary of Terms

The following glossary provides detailed explanations of the elements that may be involved in establishing rates for your insurance coverages.

Case rate - the target rate, calculated by comparing the rate that would have produced premiums to cover expenses and incurred claims within the review period (experience rate), and the average rate for a case with the same characteristics as your employee population and insurance plan (manual rate).

Constant premium - the premium that would have been paid if the current rate and plan design had been inforce throughout the review period.

Conversion charges - the amount required to cover the risk associated with converting group life coverage to an individual policy when an employee terminates or retires.

Credibility - the weight put on the past experience of the group in determining a case rate. Credibility is impacted by the number of lives covered, the frequency of claims, plan design and demographics.

Experience adjustment - applied to the inforce rate to arrive at the experience rate. Calculated by dividing the incurred loss ratio (incurred claims divided by constant premiums) by the tolerable loss ratio (the incurred loss ratio required to cover incurred claims and the cost of doing business).

Experience (or review) period - the time period used in the experience evaluation, usually five years for life insurance, one or two years for short term disability, and three years for long term disability.

Experience rate - the rate that would have produced premiums adequate to cover incurred claims and pay expenses within the review period.

IBNR (incurred but not reported) period - for LTD, the period of time equal to the elimination period, plus one month during which new claim liability is unknown.

IBNR reserve change - reserve funds held by Unum as an estimate of claims incurred during a specific period but not yet reported to our benefits organization.

Incurred claims - for LTD and STD, the paid claims plus the claims reserves; for life, the paid claims, reserves, and conversion charges.

Incurred loss ratio (ILR) - the incurred claims (non-pooled incurred claims, for life insurance) divided by the constant premium, expressed as a percentage.

Inforce rate - the current rate being charged for the cost of coverage.

Manual rate - a target rate for your plan based on your employee demographics, industry group and insurance plan design, supported by Unum data. The manual rate does not take into account your actual claims experience.

Non-pooled incurred claims - incurred claims plus the pooling charge, minus any pooled claims.

Paid claims - the total amount paid on claims submitted during the review period.

AI-10617 **14.A.9.**

Request for Payment No. 1 and 2 for Alcocer Garcia for the Remodel of Existing Old Administation Building

CC REGULAR

Date: 08/19/2008
Submitted By: Rocio Villarreal, PURCHASING DEPT.
Submitted For: Rocio Villarreal
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Hidalgo County

Information

CAPTION

Presentation for discussion, consideration, acceptance, and approval of payment of Invoice No. 1 (1st & 2nd Floor) in the amount of $18,750.00 and payment of Invoice No. 2 (3rd Floor) in the amount of $1,200.00, from Alcocer Garcia Associates Design Consulting, contracted architect for the, "Remodel of Existing Old Administration Building." C-08-131-08-07

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1336-419-00-115-073-0-452
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

$3,000,000 available balance pending transfer (AI 10680)

Attachments

Link: Invoice No. 1 & 2

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	08/14/2008 01:55 PM	APRV
2	Budget & Management	Veronica Lopez	08/14/2008 02:41 PM	APRV
3	Dale Kennan	Dale Kennan	08/14/2008 04:15 PM	APRV
4	Auditor's Office	Linda Fong	08/14/2008 04:30 PM	APRV
5	Joy Hsu	Joy Hsu	08/15/2008 04:43 PM	APRV
6	Linda Fong		08/15/2008 05:32 PM	NEW

Form Started By: Rocio Villarreal Started On: 08/13/2008 03:49 PM

Final Approval Date: 08/15/2008

AGADC
ALCÓCER GARCIA ASSOCIATES
DESIGN CONSULTING
1333 EAST JASMINE AVENUE
MCALLEN, TEXAS 78501

INVOICE FOR SERVICES

INVOICE NUMBER : **ONE**

DATE: AUGUST 6, 2008

PROJECT: REMODEL OF EXISTING OLD ADMINISTRATION BUILDING (1ST & 2ND FLOORS)
100 E. CANO ST., EDINBURG, TEXAS

TO: HONORABLE JUAN D. SALINAS, III , COUNTY JUDGE
100 E. CANO ST.
EDINBURG, TEXAS 78539

AS PER THE OWNER-ARCHITECT AGREEMENT DATED JULY 11,2008

ESTIMATED CONSTRUCTION COST: $ 2,500,000.00
ESTIMATED FEE: $ 2,500,000.00 X 7.5% = 187,500.00 (TO BE ADJUSTED AFTER AWARD OF CONSTRUCTION CONTRACT)

FEE BREAKDOWN :		
	SCHEMATIC DESIGN PHASE (10%).....	$ 18,750.00
	DESIGN DEVELOPMENT PHASE (10%)	18,750.00
	CONSTRUCTION DOCUMENTS PHASE (50%).....	93,750.00
	BIDDING PHASE (5%).....	9,375.00
	CONSTRUCTION PHASE (25%)	46,875.00
		$ 187,500.00

THIS INVOICE FOR:
SCHEMATIC DESIGN PHASE, 100% COMPLETE.....$ 18,750.00

PLEASE REMIT PAYMENT TO
ALCÓCER GARCIA ASSOCIATES DESIGN CONSULTING
1333 E. JASMINE AVENUE
MCALLEN, TEXAS 78501
EIN: 74-2919292

THANK YOU,
AGADC

George A. Garcia
Project Architect

cc: Hidalgo County Purchasing Dept.
Hidalgo County Auditor's Office

AGADC
ALCÓCER GARCIA ASSOCIATES
DESIGN CONSULTING
1333 EAST JASMINE AVENUE
MCALLEN, TEXAS 78501

INVOICE FOR SERVICES

INVOICE NUMBER : **TWO**

DATE: AUGUST 6, 2008

PROJECT: REMODEL OF EXISTING OLD ADMINISTRATION BUILDING **(3RD FLOOR)**
100 E. CANO ST., EDINBURG, TEXAS

TO: HONORABLE JUAN D. SALINAS, III , COUNTY JUDGE
100 E. CANO ST.
EDINBURG, TEXAS 78539

AS PER THE OWNER-ARCHITECT AGREEMENT DATED JULY 11,2008

A/E FEE:: A STIPULATED SUM OF $ 16,400.00

FEE BREAKDOWN:

MEASUREMENTS OF EXISTING PARTITION LOCATIONS&CONDITIONS.....	$ 1,200.00
PRELIMINARY DESIGNS.....	3,000.00
CONSTRUCTION PLANS AD SPECIFICATIONS.....	12,200.00
TOTAL.....	$16,400.00

THIS INVOICE FOR:

MEASUREMENTS OF EXISTING PARTITION LOCATIONS&CONDITIONS,
100% COMPLETE.....$ 1,200.00 DUE

PLEASE REMIT PAYMENT TO
ALCÓCER GARCIA ASSOCIATES DESIGN CONSULTING
1333 E. JASMINE AVENUE
MCALLEN, TEXAS 78501
EIN: 74-2919292

THANK YOU,
AGADC

George A. Garcia
Project Architect

cc: Hidalgo County Purchasing Dept.
Hidalgo County Auditor's Office

AI-10610 **14.A.10.**

Request for Payment Application No. 14 & 15 (Final and Retainage) for the New Adm. Building

CC REGULAR

Date: 08/19/2008
Submitted By: Rocio Villarreal, PURCHASING DEPT.
Submitted For: Rocio Villarreal
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Hidalgo County

Information

CAPTION

A. Presentation for discussion, consideration, acceptance and approval of a clarification of Change Order No. 7 (to read THE CONTRACT TIME WILL BE CHANGED BY...Fifteen (15) Days); and Change Order No. 8 (to read THE CONTRACT TIME WILL BE UNCHANGED BY...Zero (0) Days.
B. Approval of Request for Application No. 14 in the amount of $77,467.41 and Application No. 15 (Retainage) in the amount of $158,029.67 from Joe Williamson Construction Co., awarded contractor for the, "New Administration Building," and as certified for payment by project architect, Rike Ogden Figueroa Allex Architects Inc., with authority for payment to be issued and released by County Treasurer after submission of all required documentation with review and processing procedures by the Hidalgo County Auditor's Office.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1301-415-00-120-007-0-720
FUNDS AVAILABLE Y/N?: y **MATCHING FUNDS Y/N?:** n

BUDGETARY IMPACT:

Purchase Order No. 571714 with $81,544.64 available as of 08-14-08

Retainage Payable- Joe Williams Const.
8-1301-206-00-000-003-0-000 with $307,904.88 available as of 08-14-08

Attachments

Link: Clarification Letter
Link: Change Order No. 7&8
Link: Payment Application 14
Link: Retainage
Link: Backup

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	08/14/2008 12:18 PM	APRV
2	Budget & Management	Veronica Lopez	08/14/2008 01:06 PM	APRV
3	Veronica Lopez	Veronica Lopez	08/15/2008 07:44 AM	APRV
4	Auditor's Office	Linda Fong	08/15/2008 11:44 AM	APRV
5	Court Administrator	Angela Garcia	08/15/2008 01:04 PM	APRV

Form Started By: Rocio Villarreal Started On: 08/13/2008 03:03 PM

Final Approval Date: 08/15/2008

rofa
architects

rike
ogden
figueroa
allex

August 11, 2008

Ms. Rocio Villarreal
Hidalgo County Purchasing Department
2802 S. Hwy 281
Edinburg, Texas 78539

RE: Bid No. 06-092-05-03-MSS Hidalgo County Offices the Property Known as the K-mart Building Edinburg, Texas

Dear Ms. Villarreal;

Please allow this correspondence to serve as correction to the sated contract time noted on Change Orders Number 7 & 8.

Change Order Number 7:
Should have reads " THE CONTRACT TIME WILL BE CHANGED BY … (15) DAYS.

Change Order Number 8:
Should have read " THE CONTRACT TIME WILL BE UNCHANGED BY …(0) DAYS.

If further clarification is needed please call me.

Sincerely,

Rike Ogden Figueroa Allex Architects Inc.

Luis A. Figueroa, AIA
Principal

1007 Walnut Ave. • McAllen, TX 78501 • v:956 686 7771 • f:956 687 3433

RIKE OGL..N FIGUEROA ALLEX ARCHITEC. INC.
CHANGE ORDER NO. 7

PROJECT **Hidalgo County Offices at the Property formerly known as the Kmart Bldg. Edinburg, Texas**

CHANGE ORDER NO.: Seven (7)

TO: **Joe D. Williamson Construction**
P.O. Box 4352
McAllen, Texas 78502

DATE: 9-Jul-07
PROJECT #: 25004
CONTRACT FOR: General Construction
CONTRACT DATE: 8/4/2006

YOUR ARE DIRECTED TO MAKE THE FOLLOWING CHANGES IN THIS CONTRACT

ITEM #1 Fire Sprinkler Backflow Preventer:
That amount to install one backflow preventer as requested by the Fire Marshal from the City of Edinburg — ADD $ 10,606.00

ITEM #2 Floor stone leveling of Floor
That amount to apply floor stone to level existing concrete slab — ADD $ 6,000.00

ITEM #3 RELOCATE DOOR 355
That amount to relocate Door 355 to north wall as requested by the county. — ADD $ 1,703.00

Amount to Deduct from Allowances: $18,309.00

CONTINGENCY ALLOWANCE:	$ (40,000.00)	REPAIR ALLOWANCE:	$ (20,000.00)
Change Order No. 3:	$ 322,399.65	Change Order No. 2r:	$ 2,683.20
Amount to ADD to Contract:	$ 282,399.65	Balance of Allowance:	$ (17,316.80)
Change Order No. 4:	$ 32,711.00	Change Order No. 6:	$ 1,278.00
Amount to ADD to Contract:	$ 315,110.65	Balance of Allowance:	$ (16,038.80)
Change Order No. 5:	$ 540.00	Change Order No. 7	$12,309.00
Amount to ADD to Contract:	$ 315,650.65	Balance of Allowance:	$ (3,729.80)
		FLOOR STONE ALLOWANCE:	($6,000.00)
		Change Order No. 7	$6,000.00
		Balance of Allowance:	$0.00

Not valid until signed by both the Owner and Architect. Signature of the Contractor indicates his agreement herewith, including any adjustment in the Contract Sum/Time.

THE ORIGINAL CONTRACT SUM WAS.....	$	3,250,000.00
NET CHANGES BY PREVIOUSLY AUTHORIZED CHANGE ORDERS.....	$	(130,757.35)
THE CONTRACT SUM PRIOR TO THIS CHANGE ORDER WAS.....	$	3,119,242.65
THE CONTRACT SUM WILL BE **UNCHANGED** BY.....	$	-
THE NEW CONTRACT SUM INCLUDING THIS CHANGE ORDER WILL BE.....	$	3,119,242.65
THE CONTRACT TIME WILL BE UNCHANGED BY		~~ZERO~~ (15) DAYS

ARCHITECT	CONTRACTOR	OWNER
ROFA Architects Inc. 1007 Walnut Avenue McAllen, Texas 78501	Joe D. Williamson Construction P.O. Box 4352 McAllen, Texas 78502	County of Hidalgo P.O. Box 1346 Edinburg, Texas 78539
By:	By:	By:
Date: 7-19-7	Date: 7-19-7	Date: 7/24/07

Change Order Request

Detailed, Grouped by Each Number

2207-Hidalgo County Offices-Old Kmart Bldg.
2802 S. Closner Blvd.
Edinburg, Texas 78539

Project # 2207
Tel: (956) 781-9781 Fax: (956) 787-2113

Joe Williamson Construction

Change Order Request: 012-2207 **Date: 7/11/2007**

To: Luis Figueroa
Rike Ogden Figueroa Allex Architects, Inc.
1007 Walnut Ave.
McAllen, Texas 78501

From: Airika Stevens
Joe Williamson Construction
P.O. Box 4352
McAllen, TX 78502

Description	Category	Status
Move Door Opening To Room 355	Direct Cost	Pending

Reference	Required By	Days Req	Amt Req
	7/18/2007	0	1,703.00

Notes

PCO No	Date	Reference	Amt Prop	Days Req	Category	Reason
032-2207	7/11/2007		1,703.00	15	Change Order	Direct Costs

Description: Move door opening to Room 355

Notes:
Electrical
Drywall
Painting
Reinstallation of Door

Mark-Up 131.50

Approved By:

Signature _____ _____

Name _____ **Date**

RIKE OGDEN FIGUEROA ALLEX ARCHITECTS, INC.
CHANGE ORDER NO. 8

PROJECT **Hidalgo County Offices at the Property formerly known as the Kmart Bldg. Edinburg, Texas**

CHANGE ORDER NO.: Eight (8)

TO: **Joe D. Williamson Construction**
P.O. Box 4352
McAllen, Texas 78502

DATE: 28-Sep-07
PROJECT #: 25004
CONTRACT FOR: General Construction
CONTRACT DATE: 8/4/2006

YOUR ARE DIRECTED TO MAKE THE FOLLOWING CHANGES IN THIS CONTRACT

ITEM #1 Credit for Canopy:

That amount to credit contract amount for Canopy.

CREDIT: $ (6,000.00)

Amount to Credit Contract Amount ($6,000.00)

CONTINGENCY ALLOWANCE:	$ (40,000.00)	REPAIR ALLOWANCE:	$ (20,000.00)
Change Order No. 3:	$ 322,399.65	Change Order No. 2r:	$ 2,683.20
Amount to ADD to Contract:	$ 282,399.65	Balance of Allowance:	$ (17,316.80)
Change Order No. 4:	$ 32,711.00	Change Order No. 6:	$ 1,278.00
Amount to ADD to Contract:	$ 315,110.65	Balance of Allowance:	$ (16,038.80)
Change Order No. 5:	$ 540.00	Change Order No. 7	$12,309.00
Amount to ADD to Contract:	$ 315,650.65	Balance of Allowance:	$ (3,729.80)
		FLOOR STONE ALLOWANCE:	($6,000.00)
		Change Order No. 7	$6,000.00
		Balance of Allowance:	$0.00

Not valid until signed by both the Owner and Architect. Signature of the Contractor indicates his agreement herewith, including any adjustment in the Contract Sum/Time.

THE ORIGINAL CONTRACT SUM WAS.....	$	3,250,000.00
NET CHANGES BY PREVIOUSLY AUTHORIZED CHANGE ORDERS.....	$	(130,757.35)
THE CONTRACT SUM PRIOR TO THIS CHANGE ORDER WAS.....	$	3,119,242.65
THE CONTRACT SUM WILL BE **CHANGED** BY.....	$	(6,000.00)
THE NEW CONTRACT SUM INCLUDING THIS CHANGE ORDER WILL BE.....	$	3,113,242.65
THE CONTRACT TIME WILL BE UNCHANGED BY		ZERO (15) DAYS

ARCHITECT	CONTRACTOR	OWNER
ROFA Architects Inc. 1007 Walnut Avenue McAllen, Texas 78501	Joe D. Williamson Construction P.O. Box 4352 McAllen, Texas 78502	County of Hidalgo P.O. Box 1346 Edinburg, Texas 78539
By: Lynn C. Figueroa	By:	By:
Date: 10.2.7	Date: 10-11-07	Date:

rofa
architects

rike
ogden
figueroa
allex

August 13, 2008

Lupita Garza, Accounting Clerk
Hidalgo County Auditor's Office
2802 S. Hwy 281
Edinburg, Texas 78539

Re: Hidalgo County Offices Old Kmart Building
Purchase Order No. 562445

Dear Ms. Garza:

Enclosed please find three sets of the following:

1. AIA Document G702, "Application and Certificate for Payment **#14** submitted by Joe Williamson Construction Co., Inc. in the amount of **$77,467.41.**
2. Statement of Surety Company for Review of Application for Payment #14 dated July 16, 2008.
3. Affidavit of Partial Waiver of Lien #14 from Joe Williamson Construction Co. dated July 16, 2008.

If you have any questions please do not hesitate to call our office.

Sincerely,
Rike Ogden Figueroa Allex Architects Inc.

Luis A. Figueroa, AIA
Principal

Cc: Martha Salazar, Hidalgo County Purchasing Agent (1 set)
Mr. Daniel Flores, Hidalgo County Building and Grounds (1 set)

Received by: _____

1007 Walnut Ave. • McAllen, TX 78501 • v:956 686 7771 • f:956 687 3433

rofa
architects

rike
ogden
figueroa
allex

August 13, 2008

Mr. Daniel Flores
HIDLAGO COUNTY
Buildings and Grounds
3100 South Bus. 281
Edinburg, Texas 78539

RE: Hidalgo County Offices of
Old Kmart Building
County of Hidalgo
Edinburg, Texas

Dear Mr. Flores;

Attached is Application for Payment No. **14** regarding subject project. We recommend payment of **$77,467.41.**

Please pay directly to:

JOE WILLIAMSON CONSTRUCTION CO. INC.
P.O. BOX 4352
MCALLEN, TEXAS 78502-4352

Sincerely,

RIKE-OGDEN-FIGUEROA-ALLEX ARCHITECTS INC.

Luis A. Figueroa, AIA
Principal

LF/dt

Attachment

1007 Walnut Ave. • McAllen, TX 78501 • v:956 686 7771 • f:956 687 3433

APPLICATION AND CERTIFICATION FOR PAYMENT

TO OWNER: COUNTY OF HIDALGO
100 E. CANO, 4TH FLOOR
EDINBURG, TEXAS 78539

PROJECT: HIDALGO COUNTY OFFICES
OLD KMART BUILDING
EDINBURG, TEXAS 78539

APPLICATION NO: FOURTEEN
PERIOD TO: 07/16/2008
PROJECT NOS: 2207

CONTRACT DATE: 6/14/2006

Distribution to:
- [ ] OWNER
- [ ] ARCHITECT
- [ ] CONTRACTOR
- [ ]
- [ ]

FROM CONTRACTOR:
JOE WILLIAMSON CONSTRUCTION CO.,INC
P.O. BOX 4352
MCALLEN, TEXAS 78502-4352

VIA ARCHITECT:
R.O.F.A. ARCHITECTS, INC.
1007 WALNUT AVENUE
MCALLEN, TEXAS 78501

CONTRACT FOR: COUNTY OFFICES

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM		$ 3,250,000.00
2. Net change by Change Orders		$ -89,406.51
3. CONTRACT SUM TO DATE (Line 1+2)		$ 3,160,593.49
4. TOTAL COMPLETED & STORED TO DATE (Column G)		$ 3,160,593.49
5. RETAINAGE:		
a. 5 % of Completed Work (Column D + E)	$ 158,029.67	
b. 5 % of Stored Material (Column F)	$	
Total Retainage (Lines 5a + 5b or Total in Column I)		$ 158,029.67
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)		$ 3,002,563.82
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		$ 2,925,096.41
8. CURRENT PAYMENT DUE		$ 77,467.41
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less line 6)		$ 158,029.67

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	315,650.65	452,408.00
Total approved this Month		
TOTALS	315,650.65	452,408.00
NET CHANGES by Change Order		-136,757.35

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: JOE WILLIAMSON CONSTRUCTION CO.,INC

By: Joe Williamson Date: 7/16/08

State of: Texas
County of: Hidalgo
Subscribed and sworn to before me this 16th day of July, 2008
Notary Public: Airika Stevens
My Commission expires: 4/26/12

AIRIKA STEVENS
My Commission Expires
April 26, 2012

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED $ 77,467.41

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

ARCHITECT:
By: John C. Figueroa Date: 8-13-8

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

CONTINUATION SHEET

APPLICATION AND CERTIFICATION FOR PAYMENT, containing
Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: FOURTEEN
APPLICATION DATE: 07/16/2008
PERIOD TO: 07/16/2008
PROJECT NO: 2207

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G+C)	BALANCE TO FINISH (C-G)	RETAINAGE (IF VARIABLE RATE)
100	GENERAL CONDITIONS								
101	Permit	3,000.00	3,000.00			3,000.00	100.00		150.00
102	Bond	38,000.00	38,000.00			38,000.00	100.00		1,900.00
109	Water	500.00	500.00			500.00	100.00		25.00
110	Electricity	4,000.00	4,000.00			4,000.00	100.00		200.00
111	Telephone	1,500.00	1,500.00			1,500.00	100.00		75.00
116	Superintendent	37,131.00	37,131.00			37,131.00	100.00		1,856.55
119	Tool Rental	210.00	210.00			210.00	100.00		10.50
124	Toilet	2,100.00	2,100.00			2,100.00	100.00		105.00
126	Equipment Rental	530.00	530.00			530.00	100.00		26.50
128	Builders Risk Insurance	3,800.00	3,800.00			3,800.00	100.00		190.00
129	Truck / Oil / Gas / Tires	3,800.00	3,800.00			3,800.00	100.00		190.00
130	General Labor	22,000.00	22,000.00			22,000.00	100.00		1,100.00
131	General Clean-Up	5,300.00	5,300.00			5,300.00	100.00		265.00
137	Contingency	40,000.00	40,000.00			40,000.00	100.00		2,000.00
140	Workmans Compensation Insurance	16,600.00	16,600.00			16,600.00	100.00		830.00
142	Small Tools	210.00	210.00			210.00	100.00		10.50
145	Trash Containers	6,300.00	6,300.00			6,300.00	100.00		315.00
146	General Liability	34,000.00	34,000.00			34,000.00	100.00		1,700.00
149	Safety Education	210.00	210.00			210.00	100.00		10.50
150	A. G. C. Fees	2,650.00	2,650.00			2,650.00	100.00		132.50
151	Demolition	42,000.00	42,000.00			42,000.00	100.00		2,100.00
200	SITEWORK DIV. #2								
212	Striping and Carstops	5,550.00	5,550.00			5,550.00	100.00		277.50
214	Cedar Fence	1,820.00	1,820.00			1,820.00	100.00		91.00
216	Patio	62,434.00	62,434.00			62,434.00	100.00		3,121.70
217	Chainlink Fence	710.00	710.00			710.00	100.00		35.50
218	Galvanized Fence	10,441.00	10,441.00			10,441.00	100.00		522.05
223	Landscaping Allowance	20,000.00		20,000.00		20,000.00	100.00		1,000.00
300	CONCRETE DIV. #3								
306	Concrete	55,546.00	55,546.00			55,546.00	100.00		2,777.30
400	MASONRY DIV. #4								
401	Concrete Block	91,160.00	91,160.00			91,160.00	100.00		4,558.00
500	METALS DIV. #5								
501	Structural Steel	17,835.00	17,835.00			17,835.00	100.00		891.75
502	Canopy	94,830.00	94,830.00			94,830.00	100.00		4,741.50
	SUBTOTAL THIS PAGE	624,167.00	604,167.00	20,000.00		624,167.00	100.00		31,208.35

CONTINUATION SHEET

APPLICATION AND CERTIFICATION FOR PAYMENT, containing
Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: FOURTEEN
APPLICATION DATE: 07/16/2008
PERIOD TO: 07/16/2008
PROJECT NO: 2207

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G+C)	BALANCE TO FINISH (C-G)	RETAINAGE (IF VARIABLE RATE)
600	CARPENTRY DIV. #6								
601	Door Frames	8,480.00	8,480.00			8,480.00	100.00	-	424.00
603	Millwork	142,421.00	142,421.00			142,421.00	100.00	-	7,121.05
606	Lumber / Nails	5,300.00	5,300.00			5,300.00	100.00	-	265.00
700	MOISTURE PROTECTION								
701	Built-Up Roof	193,556.00	193,556.00			193,556.00	100.00	-	
708	Caulk and Sealant	3,000.00	3,000.00			3,000.00	100.00	-	150.00
800	GLASS / DOORS / WINDOWS								
801	Metal Doors and Frames	68,423.00	68,423.00			68,423.00	100.00	-	3,421.15
802	Wood Doors and Frames	43,990.00	43,990.00			43,990.00	100.00	-	2,199.50
811	Aluminum / Glass Doors	112,556.00	112,556.00			112,556.00	100.00	-	5,627.80
900	FINISHES DIV. #9								
901	Lath and Plaster	3,180.00	3,180.00			3,180.00	100.00	-	159.00
902	Gypsum Drywall	288,320.00	288,320.00			288,320.00	100.00	-	
908	Paint	141,510.00	141,510.00			141,510.00	100.00	-	7,075.50
910	Floor Stone Allowance	6,000.00	6,000.00			6,000.00	100.00	-	300.00
911	V. C. T. Floors	71,550.00	71,550.00			71,550.00	100.00	-	3,577.50
917	Ceramic Tiles	32,080.00	32,080.00			32,080.00	100.00	-	1,604.00
1000	SPECIALTIES DIV. #10								
1001	Fire Extinguishers	1,060.00	1,060.00			1,060.00	100.00	-	53.00
1004	Bath Accessories	8,167.00	8,167.00			8,167.00	100.00	-	408.35
1005	Toilet Partitions	5,326.00	5,326.00			5,326.00	100.00	-	266.30
1015	Letters	17,865.00	15,401.00	2,464.00		17,865.00	100.00	-	893.25
1500	MECHANICAL DIV. #15								
1501	Plumbing	153,700.00	153,700.00			153,700.00	100.00	-	
1502	Plumbing Allowance	5,000.00	5,000.00			5,000.00	100.00	-	250.00
1506	H. V. A. C.	434,600.00	434,600.00			434,600.00	100.00	-	
1507	H. V. A. C. Allowance	15,000.00	15,000.00			15,000.00	100.00	-	750.00
1508	Fire Sprinkler	41,149.00	41,149.00			41,149.00	100.00	-	2,057.45
1509	Allowance to Repair	20,000.00	16,270.20	3,729.80		20,000.00	100.00	-	1,000.00
1600	ELECTRICAL DIV. #16								
1601	Electrical Services	788,600.00	788,600.00			788,600.00	100.00	-	
1603	Allowance	7,000.00	7,000.00			7,000.00	100.00	-	
1604	Site Allowance	8,000.00		8,000.00		8,000.00	100.00	-	400.00
1700	CHANGE ORDERS								
1701	Change Order #1 - Cost Reduction	(446,408.00)	(446,408.00)			(446,408.00)	100.00	-	(22,320.40)
1702	Change Order #3 - Generator	282,399.65	282,399.65			282,399.65	100.00	-	14,119.98
1703	Change Order #4 - Site Changes	32,711.00	32,711.00			32,711.00	100.00	-	1,635.55
	SUBTOTAL THIS PAGE	2,494,535.65	2,480,341.85	14,193.80		2,494,535.65	100.00		

CONTINUATION SHEET

APPLICATION AND CERTIFICATION FOR PAYMENT, containing
Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: FOURTEEN
APPLICATION DATE: 07/16/2008
PERIOD TO: 07/16/2008
PROJECT NO: 2207

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G÷C)	BALANCE TO FINISH (C-G)	RETAINAGE (IF VARIABLE RATE)
1704	Change Order #5 - Door Hardware	540.00	540.00			540.00	100.00		27.00
1705	Credit for Canopy	-6,000.00	-6,000.00			-6,000.00	100.00		-300.00
1706	"C.O. #9 - ROFA" Fire Protection System	47,350.84		47,350.84		47,350.84	100.00		2,367.54
	SUBTOTAL THIS PAGE	41,890.84	-5,460.00	47,350.84		41,890.84	100.00		2,094.54

CONTINUATION SHEET

APPLICATION AND CERTIFICATION FOR PAYMENT, containing
Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: FOURTEEN
APPLICATION DATE: 07/16/2008
PERIOD TO: 07/16/2008
PROJECT NO: 2207

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G÷C)	BALANCE TO FINISH (C-G)	RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
	GRAND TOTALS	3,160,593.49	3,079,048.85	81,544.64		3,160,593.49	100.00		158,029.67

AFFIDAVIT AND PARTIAL WAIVER OF LIEN # 14
THE STATE OF TEXAS COUNTY OF HIDALGO

PROJECT: Construction of the Hidalgo County Offices at the Property Formerly known as the K-mart Building

BEFORE ME, the undersigned authority, on this day personally appeared, **Joe Williamson** who being duly sworn, upon his oath, declares and acknowledges as follows:

1. I am a duly authorized representative of **Joe Williamson Construction Co.**. (the "General Contractor").

2. There are no known mechanic's, materialman's or laborers' liens or claims, or any other liens or claims, legal or equitable, contractual, statutory, or constitutional, outstanding or known to exist at the date of this Application. All due and payable bills with respect to the WORK have been paid to date or are included in the amount requested in the current Application and there is no known basis for the filing of any mechanic's, materialman's or laborer's lien or claim or any other lien or claim, legal or equitable, contractual, statutory, or constitutional, on the WORK.

EXECUTED this 16th day of July, 2008.

By: Joe Williamson
Joe Williamson-President
Joe Williamson Construction Co.

Subscribed and Sworn to before me by the said **President** of **Joe Williamson Construction Co.** this 16th day of July, 2008, to certify which witness my hand and seal of office.

Seal:

NOTARY PUBLIC in and for
The State of Texas

AIRIKA STEVENS
My Commission Expires
April 26, 2012

Airika Stevens
My Commission Expires on: 04-26-2012

PAYMENTS AND COMPLETION

"This is to confirm that we have reviewed the application for payment no. **Fourteen (14)** submitted by **Joe Williamson Construction Co.**, the Contractor, for work performed for **Construction of the Hidalgo County Offices at the Property Formerly Known as the K-mart Building** and that we approve, without reservation, of the payment of the requested finds to the contractor by Hidalgo County."

Signature of Surety: Cari Bell

Cari Bell
La Paz Insurance Agency

Acknowledgement

This instrument was acknowledged before me, the undersigned authority, by

Airika Stevens on the 16th day of July, 2008.

Airika Stevens
Notary Public for the State of **Texas**

NOTARY PUBLIC STATE OF TEXAS
AIRIKA STEVENS
My Commission Expires
April 26, 2012

rofa
architects

rike
ogden
figueroa
allex

August 13, 2008

Lupita Garza, Accounting Clerk
Hidalgo County Auditor's Office
2802 S. Hwy 281
Edinburg, Texas 78539

Re: Hidalgo County Offices Old Kmart Building
Purchase Order No. 562445

Dear Ms. Garza:

Enclosed please find three sets of the following:

1. AIA Document G702, "Application and Certificate for Payment **#15 Final** submitted by Joe Williamson Construction Co., Inc. in the amount of **$158,029.67.**
2. Statement of Surety Company for Review of Application for Payment #15 Final dated July 16, 2008.
3. Affidavit of Partial Waiver of Lien #15 from Joe Williamson Construction Co. dated July 16, 2008.

If you have any questions please do not hesitate to call our office.

Sincerely,
Rike Ogden Figueroa Allex Architects Inc.

Luis A. Figueroa, AIA
Principal

Cc: Martha Salazar, Hidalgo County Purchasing Agent (1 set)
Mr. Daniel Flores, Hidalgo County Building and Grounds (1 set)

Received by: _____

1007 Walnut Ave. • McAllen, TX 78501 • v:956 686 7771 • f:956 687 3433

rofa
architects

rike
ogden
figueroa
allex

August 13, 2008

Mr. Daniel Flores
HIDLAGO COUNTY
Buildings and Grounds
3100 South Bus. 281
Edinburg, Texas 78539

RE: Hidalgo County Offices of
Old Kmart Building
County of Hidalgo
Edinburg, Texas

Dear Mr. Flores;

Attached is Application for Payment No. **15 Final** regarding subject project. We recommend payment of **$158,029.67.**

Please pay directly to:

JOE WILLIAMSON CONSTRUCTION CO. INC.
P.O. BOX 4352
MCALLEN, TEXAS 78502-4352

Sincerely,

RIKE-OGDEN-FIGUEROA-ALLEX ARCHITECTS INC.

Luis A. Figueroa, AIA
Principal

LF/dt

Attachment

1007 Walnut Ave. • McAllen, TX 78501 • v:956 686 7771 • f:956 687 3433

APPLICATION AND CERTIFICATION FOR PAYMENT

TO OWNER: COUNTY OF HIDALGO
100 E. CANO, 4TH FLOOR
EDINBURG, TEXAS 78539

PROJECT: HIDALGO COUNTY OFFICES
OLD KMART BUILDING
EDINBURG, TEXAS 78539

APPLICATION NO: FIFTEEN - FINAL
PERIOD TO: 07/16/2008
PROJECT NOS: 2207

CONTRACT DATE: 6/14/2006

Distribution to:
- [ ] OWNER
- [ ] ARCHITECT
- [ ] CONTRACTOR
- [ ]
- [ ]

FROM CONTRACTOR:
JOE WILLIAMSON CONSTRUCTION CO.,INC
P.O. BOX 4352
MCALLEN, TEXAS 78502-4352

VIA ARCHITECT:
R.O.F.A. ARCHITECTS, INC.
1007 WALNUT AVENUE
MCALLEN, TEXAS 78501

CONTRACT FOR: COUNTY OFFICES

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM		$ 3,250,000.00
2. Net change by Change Orders		$ -89,406.51
3. CONTRACT SUM TO DATE (Line 1+2)		$ 3,160,593.49
4. TOTAL COMPLETED & STORED TO DATE (Column G)		$ 3,160,593.49
5. RETAINAGE:		
a. _____ % of Completed Work (Column D + E)	$	
b. _____ % of Stored Material (Column F)	$	
Total Retainage (Lines 5a + 5b or Total in Column I)		$
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)		$ 3,160,593.49
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		$ 3,002,563.82
8. CURRENT PAYMENT DUE		$ 158,029.67
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less line 6)		$

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	315,650.65	452,408.00
Total approved this Month		
TOTALS	315,650.65	452,408.00
NET CHANGES by Change Order		-136,757.35

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: **JOE WILLIAMSON CONSTRUCTION CO.,INC**

By: Joe Williamson Date: 7/16/08

State of: Texas
County of: Hidalgo
Subscribed and sworn to before me this 16th day of July, 2008
Notary Public: Arika Stevens
My Commission expires: 4/26/12

ARIKA STEVENS
My Commission Expires
April 26, 2012

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED $ 158,029.67

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

ARCHITECT:
By: Luis E. Figueroa Date: 8.13.8

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

CONTINUATION SHEET

APPLICATION AND CERTIFICATION FOR PAYMENT, containing
Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: FIFTEEN - FINAL
APPLICATION DATE: 07/16/2008
PERIOD TO: 07/16/2008
PROJECT NO: 2207

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G÷C)	BALANCE TO FINISH (C-G)	RETAINAGE (IF VARIABLE RATE)
100	GENERAL CONDITIONS								
101	Permit	3,000.00	3,000.00			3,000.00	100.00		
102	Bond	38,000.00	38,000.00			38,000.00	100.00		
109	Water	500.00	500.00			500.00	100.00		
110	Electricity	4,000.00	4,000.00			4,000.00	100.00		
111	Telephone	1,500.00	1,500.00			1,500.00	100.00		
116	Superintendent	37,131.00	37,131.00			37,131.00	100.00		
119	Tool Rental	210.00	210.00			210.00	100.00		
124	Toilet	2,100.00	2,100.00			2,100.00	100.00		
126	Equipment Rental	530.00	530.00			530.00	100.00		
128	Builders Risk Insurance	3,800.00	3,800.00			3,800.00	100.00		
129	Truck / Oil / Gas / Tires	3,800.00	3,800.00			3,800.00	100.00		
130	General Labor	22,000.00	22,000.00			22,000.00	100.00		
131	General Clean-Up	5,300.00	5,300.00			5,300.00	100.00		
137	Contingency	40,000.00	40,000.00			40,000.00	100.00		
140	Workmans Compensation Insurance	16,600.00	16,600.00			16,600.00	100.00		
142	Small Tools	210.00	210.00			210.00	100.00		
145	Trash Containers	6,300.00	6,300.00			6,300.00	100.00		
146	General Liability	34,000.00	34,000.00			34,000.00	100.00		
149	Safety Education	210.00	210.00			210.00	100.00		
150	A. G. C. Fees	2,650.00	2,650.00			2,650.00	100.00		
151	Demolition	42,000.00	42,000.00			42,000.00	100.00		
200	SITEWORK DIV. #2								
212	Striping and Carstops	5,550.00	5,550.00			5,550.00	100.00		
214	Cedar Fence	1,820.00	1,820.00			1,820.00	100.00		
216	Patio	62,434.00	62,434.00			62,434.00	100.00		
217	Chainlink Fence	710.00	710.00			710.00	100.00		
218	Galvanized Fence	10,441.00	10,441.00			10,441.00	100.00		
223	Landscaping Allowance	20,000.00	20,000.00			20,000.00	100.00		
300	CONCRETE DIV. #3								
306	Concrete	55,546.00	55,546.00			55,546.00	100.00		
400	MASONRY DIV. #4								
401	Concrete Block	91,160.00	91,160.00			91,160.00	100.00		
500	METALS DIV. #5								
501	Structural Steel	17,835.00	17,835.00			17,835.00	100.00		
502	Canopy	94,830.00	94,830.00			94,830.00	100.00		
	SUBTOTAL THIS PAGE	624,167.00	624,167.00			624,167.00	100.00		

CONTINUATION SHEET

APPLICATION AND CERTIFICATION FOR PAYMENT, containing
Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: FIFTEEN - FINAL
APPLICATION DATE: 07/16/2008
PERIOD TO: 07/16/2008
PROJECT NO: 2207

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G÷C)	BALANCE TO FINISH (C-G)	RETAINAGE (IF VARIABLE RATE)
600	CARPENTRY DIV. #6								
601	Door Frames	8,480.00	8,480.00			8,480.00	100.00	-	-
603	Millwork	142,421.00	142,421.00			142,421.00	100.00	-	-
606	Lumber / Nails	5,300.00	5,300.00			5,300.00	100.00	-	-
700	MOISTURE PROTECTION								
701	Built-Up Roof	193,556.00	193,556.00			193,556.00	100.00	-	
708	Caulk and Sealant	3,000.00	3,000.00			3,000.00	100.00	-	-
800	GLASS / DOORS / WINDOWS								
801	Metal Doors and Frames	68,423.00	68,423.00			68,423.00	100.00	-	-
802	Wood Doors and Frames	43,990.00	43,990.00			43,990.00	100.00	-	-
811	Aluminum / Glass Doors	112,556.00	112,556.00			112,556.00	100.00	-	-
900	FINISHES DIV. #9								
901	Lath and Plaster	3,180.00	3,180.00			3,180.00	100.00	-	
902	Gypsum Drywall	288,320.00	288,320.00			288,320.00	100.00	-	
908	Paint	141,510.00	141,510.00			141,510.00	100.00	-	-
910	Floor Stone Allowance	6,000.00	6,000.00			6,000.00	100.00	-	
911	V. C. T. Floors	71,550.00	71,550.00			71,550.00	100.00	-	-
917	Ceramic Tiles	32,080.00	32,080.00			32,080.00	100.00	-	-
1000	SPECIALTIES DIV. #10								
1001	Fire Extinguishers	1,060.00	1,060.00			1,060.00	100.00	-	-
1004	Bath Accessories	8,167.00	8,167.00			8,167.00	100.00	-	-
1005	Toilet Partitions	5,326.00	5,326.00			5,326.00	100.00	-	-
1015	Letters	17,865.00	17,865.00			17,865.00	100.00	-	-
1500	MECHANICAL DIV. #15								
1501	Plumbing	153,700.00	153,700.00			153,700.00	100.00	-	
1502	Plumbing Allowance	5,000.00	5,000.00			5,000.00	100.00	-	-
1506	H. V. A. C.	434,600.00	434,600.00			434,600.00	100.00	-	
1507	H. V. A. C. Allowance	15,000.00	15,000.00			15,000.00	100.00	-	-
1508	Fire Sprinkler	41,149.00	41,149.00			41,149.00	100.00	-	-
1509	Allowance to Repair	20,000.00	20,000.00			20,000.00	100.00	-	-
1600	ELECTRICAL DIV. #16								
1601	Electrical Services	788,600.00	788,600.00			788,600.00	100.00	-	
1603	Allowance	7,000.00	7,000.00			7,000.00	100.00	-	
1604	Site Allowance	8,000.00	8,000.00			8,000.00	100.00	-	
1700	CHANGE ORDERS								
1701	Change Order #1 - Cost Reduction	(446,408.00)	(446,408.00)			(446,408.00)	100.00	-	-
1702	Change Order #3 - Generator	282,399.65	282,399.65			282,399.65	100.00	-	-
1703	Change Order #4 - Site Changes	32,711.00	32,711.00			32,711.00	100.00	-	-
	SUBTOTAL THIS PAGE	2,494,535.65	2,494,535.65			2,494,535.65	100.00		

CONTINUATION SHEET

APPLICATION AND CERTIFICATION FOR PAYMENT, containing
Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: FIFTEEN - FINAL
APPLICATION DATE: 07/16/2008
PERIOD TO: 07/16/2008
PROJECT NO: 2207

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G÷C)	BALANCE TO FINISH (C-G)	RETAINAGE (IF VARIABLE RATE)
1704	Change Order #5 - Door Hardware	540.00	540.00			540.00	100.00		
1705	Credit for Canopy	-6,000.00	-6,000.00			-6,000.00	100.00		
1706	"C.O. #9 - ROFA" Fire Protection System	47,350.84	47,350.84			47,350.84	100.00		
	SUBTOTAL THIS PAGE	41,890.84	41,890.84			41,890.84	100.00		

CONTINUATION SHEET

APPLICATION AND CERTIFICATION FOR PAYMENT, containing
Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: FIFTEEN - FINAL
APPLICATION DATE: 07/16/2008
PERIOD TO: 07/16/2008
PROJECT NO: 2207

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G+C)	BALANCE TO FINISH (C-G)	RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					

AFFIDAVIT AND PARTIAL WAIVER OF LIEN # 15
THE STATE OF TEXAS COUNTY OF HIDALGO

PROJECT: Construction of the Hidalgo County Offices at the Property Formerly known as the K-mart Building

BEFORE ME, the undersigned authority, on this day personally appeared, **Joe Williamson** who being duly sworn, upon his oath, declares and acknowledges as follows:

1. I am a duly authorized representative of **Joe Williamson Construction Co.**. (the "General Contractor").

2. There are no known mechanic's, materialman's or laborers' liens or claims, or any other liens or claims, legal or equitable, contractual, statutory, or constitutional, outstanding or known to exist at the date of this Application. All due and payable bills with respect to the WORK have been paid to date or are included in the amount requested in the current Application and there is no known basis for the filing of any mechanic's, materialman's or laborer's lien or claim or any other lien or claim, legal or equitable, contractual, statutory, or constitutional, on the WORK.

EXECUTED this 16th day of July, 2008.

By: _____
Joe Williamson-President
Joe Williamson Construction Co.

Subscribed and Sworn to before me by the said **President** of **Joe Williamson Construction Co.** this 16th day of July, 2008, to certify which witness my hand and seal of office.

Seal:

NOTARY PUBLIC
STATE OF TEXAS
AIRIKA STEVENS
My Commission Expires
April 26, 2012

NOTARY PUBLIC in and for
The State of Texas

_____
My Commission Expires on: 04-26-2012

PAYMENTS AND COMPLETION

"This is to confirm that we have reviewed the application for payment no. **Fifteen (15)** submitted by **Joe Williamson Construction Co.**, the Contractor, for work performed for **Construction of the Hidalgo County Offices at the Property Formerly Known as the K-mart Building** and that we approve, without reservation, of the payment of the requested finds to the contractor by Hidalgo County."

Signature of Surety: Cari Bell

Cari Bell
La Paz Insurance Agency

Acknowledgement

This instrument was acknowledged before me, the undersigned authority, by

Airika Stevens on the 16th day of July, 2008.

Airika Stevens
Notary Public for the State of **Texas**

NOTARY PUBLIC STATE OF TEXAS
AIRIKA STEVENS
My Commission Expires
April 26, 2012

PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM

		Via fax to:
TO:	**Armando Barrera, Jr., Tax Assessor Collector**	(956) 318-2733
	Norma Garcia, County Treasurer	(956) 318-2507
	Ray Eufracio, County Auditor	(956) 318-2577
	Tony Pena, Fire Marshal	(956) 318-2697
	Renan Ramirez, Chief Information Officer	(956) 318-2152
	Valde Guerra, **Commissioner's Court Executive Officer** Attn: Fred Reyna, Insurance Roy Quintanilha, Safety Director	(956) 292-7034
	Emilio De Los Santos, Veterans Office	(956) 318-2439

FROM: **Moises Salazar, Buyer II**
County of Hidalgo Purchasing Department

DATE: **November 28, 2007**

RE: **County Administration Building.**

By signing below you are acknowledging that all offices withing your department area a are 100% completed as discussed at the FINAL PUNCH LIST MEETING to the New Administration Building. not completed as noted below.

Auditors Office
Department

Signature | RAY EUFRACIO (Printed Name) | 11/28/07 (Date)

If you should require additional information pertaining to this matter please contact me at (956) 318-2626.

Thank you.

cc. Building and Grounds

Note: Accepted with pending work to be done in the following listed room numbers as per meeting discussions and/or punch list dated November 16, 2007:

* Security Pool drawers, Room signage & restrooms, * Drop off boxes, Door 252 jammed. Door jammed 229A

All items fixed. JS

* Will be completed by B & G.

PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM

		Via fax to:
TO:	**Armando Barrera, Jr., Tax Assessor Collector**	(956) 318-2733
	Norma Garcia, County Treasurer	(956) 318-2507
	Ray Eufracio, County Auditor	(956) 318-2577
	Tony Pena, Fire Marshal	(956) 318-2697
	Renan Ramirez, Chief Information Officer	(956) 318-2152
	Valde Guerra, **Commissioner's Court Executive Officer** Attn: Fred Reyna, Insurance Roy Quintanilha, Safety Director	(956) 292-7034
	Emilio De Los Santos, Veterans Office	(956) 318-2439

FROM: **Moises Salazar, Buyer II**
County of Hidalgo Purchasing Department

DATE: **November 28, 2007**

RE: **County Administration Building.**

By signing below you are acknowledging that all offices withing your department area a are 100% completed as discussed at the FINAL PUNCH LIST MEETING to the New Administration Building.

Purchasing Dept.
Department

Signature | Ramon V. Vela | 11-28-07
Printed Name | Date

If you should require additional information pertaining to this matter please contact me at (956) 318-2626.

Thank you.

cc. Building and Grounds

Pending work on following offices: as per 11-16-07 punch list
#311, #312, 314, 323, 317 and 324

Door Replaced 2/1 All Items have been fixed
8/11/08

PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM

		Via fax to:
TO:	**Armando Barrera, Jr., Tax Assessor Collector**	(956) 318-2733
	Norma Garcia, County Treasurer	(956) 318-2507
	Ray Eufracio, County Auditor	(956) 318-2577
	Tony Pena, Fire Marshal	(956) 318-2697
	Renan Ramirez, Chief Information Officer	(956) 318-2152
	Valde Guerra, **Commissioner's Court Executive Officer** Attn: Fred Reyna, Insurance Roy Quintanilha, Safety Director	(956) 292-7034
	Emilio De Los Santos, Veterans Office	(956) 318-2439

FROM: **Moises Salazar, Buyer II**
County of Hidalgo Purchasing Department

DATE: **November 28, 2007**

RE: **County Administration Building.**

By signing below you are acknowledging that all offices withing your department area a are 100% completed as discussed at the FINAL PUNCH LIST MEETING to the New Administration Building.

BUDGET & MANAGEMENT
Department

Signature Printed Name Date

If you should require additional information pertaining to this matter please contact me at (956) 318-2626.

Thank you.

cc. Building and Grounds

All items have been completed.
08-11-08

- Pending work on the following room numbers as per punchlist dated 11-16-07
357, 371, 380, 369, 398, 375 + A/C Balance

PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM

		Via fax to:
TO:	**Armando Barrera, Jr., Tax Assessor Collector**	(956) 318-2733
	Norma Garcia, County Treasurer	(956) 318-2507
	Ray Eufracio, County Auditor	(956) 318-2577
	Tony Pena, Fire Marshal	(956) 318-2697
	Renan Ramirez, Chief Information Officer	(956) 318-2152
	Valde Guerra, **Commissioner's Court Executive Officer** Attn: Fred Reyna, Insurance Roy Quintanilha, Safety Director	(956) 292-7034
	Emilio De Los Santos, Veterans Office	(956) 318-2439

FROM: **Moises Salazar, Buyer II**
County of Hidalgo Purchasing Department

DATE: **November 28, 2007**

RE: **County Administration Building.**

By signing below you are acknowledging that all offices withing your department area a are 100% completed as discussed at the FINAL PUNCH LIST MEETING to the New Administration Building.

Tax office
Department

[signature] Armando Barrera Jr. 11/28/07
Signature Printed Name Date

If you should require additional information pertaining to this matter please contact me at (956) 318-2626.

Thank you.

cc. Building and Grounds

Note: Accepted with pending work to be done in the following listed room numbers as per meeting discussions and/or punch list dated November 16, 2007:

104 (Door), 116 Cracked Glass, 121 Door, 166 Strike Plate on door)
Crack on wall in Hall way

All items Finished [signature] 11, 08

PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM

		Via fax to:
TO:	**Armando Barrera, Jr., Tax Assessor Collector**	(956) 318-2733
	Norma Garcia, County Treasurer	(956) 318-2507
	Ray Eufracio, County Auditor	(956) 318-2577
	Tony Pena, Fire Marshal	(956) 318-2697
	Renan Ramirez, Chief Information Officer	(956) 318-2152
	Valde Guerra, **Commissioner's Court Executive Officer** Attn: Fred Reyna, Insurance Roy Quintanilha, Safety Director	(956) 292-7034
	Emilio De Los Santos, Veterans Office	(956) 318-2439

FROM: **Moises Salazar, Buyer II**
County of Hidalgo Purchasing Department

DATE: **November 28, 2007**

RE: **County Administration Building.**

By signing below you are acknowledging that all offices withing your department area a are 100% completed as discussed at the FINAL PUNCH LIST MEETING to the New Administration Building.

COUNTY TREASURER'S OFFICE
Department

Alfredo Zamarripa — ALFREDO ZAMARRIPA — 11/20/07
Signature — Printed Name — Date

If you should require additional information pertaining to this matter please contact me at (956) 318-2626.

Thank you.

cc. Building and Grounds

Note: Accepted with pending work to be done in the following listed room numbers as per meeting discussions and/or punch list dated November 16, 2007:

PENDING PAINTING OF CEILING. 12/17/08

PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM

		Via fax to:
TO:	**Armando Barrera, Jr., Tax Assessor Collector**	(956) 318-2733
	Norma Garcia, County Treasurer	(956) 318-2507
	Ray Eufracio, County Auditor	(956) 318-2577
	Tony Pena, Fire Marshal	(956) 318-2697
	Renan Ramirez, Chief Information Officer	(956) 318-2152
	Valde Guerra, **Commissioner's Court Executive Officer** Attn: Fred Reyna, Insurance Roy Quintanilha, Safety Director	(956) 292-7034
	Emilio De Los Santos, Veterans Office	(956) 318-2439

FROM: **Moises Salazar, Buyer II**
County of Hidalgo Purchasing Department

DATE: **November 28, 2007**

RE: **County Administration Building.**

By signing below you are acknowledging that all offices withing your department area a are 100% completed as discussed at the FINAL PUNCH LIST MEETING to the New Administration Building.

IT Dept
Department

Cruz Quintana 11/27/07
Signature Printed Name Date

If you should require additional information pertaining to this matter please contact me at (956) 318-2626.

Thank you.

cc. Building and Grounds
Note: Accepted with pending work to be done in the following listed room numbers as per meeting discussions and/or punch list dated November 16, 2007:

PURCHASING DEPARTMENT
County Of Hidalgo
MEMORANDUM

		Via fax to:
TO:	**Armando Barrera, Jr., Tax Assessor Collector**	(956) 318-2733
	Norma Garcia, County Treasurer	(956) 318-2507
	Ray Eufracio, County Auditor	(956) 318-2577
	Tony Pena, Fire Marshal	(956) 318-2697
	Renan Ramirez, Chief Information Officer	(956) 318-2152
	Valde Guerra, **Commissioner's Court Executive Officer** Attn: Fred Reyna, Insurance Roy Quintanilha, Safety Director	(956) 292-7034
	Emilio De Los Santos, Veterans Office	(956) 318-2439

FROM: **Moises Salazar, Buyer II**
County of Hidalgo Purchasing Department

DATE: **November 28, 2007**

RE: **County Administration Building.**

By signing below you are acknowledging that all offices withing your department area a are 100% completed as discussed at the FINAL PUNCH LIST MEETING to the New Administration Building.

Juan Martinez

Department Hidalgo Co. Fire Marshal

Signature _____ Printed Name Juan Martinez Date

If you should require additional information pertaining to this matter please contact me at (956) 318-2626.

Thank you.

cc. Building and Grounds

PURCHASING DEPARTMENT
County Of Hidalgo
MEMORANDUM

		Via fax to:
TO:	**Armando Barrera, Jr., Tax Assessor Collector**	(956) 318-2733
	Norma Garcia, County Treasurer	(956) 318-2507
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	Tony Pena, Fire Marshal	(956) 318-2697
	Renan Ramirez, Chief Information Officer	(956) 318-2152
	Valde Guerra, **Commissioner's Court Executive Officer** Attn: Fred Reyna, Insurance Roy Quintanilha, Safety Director	(956) 292-7034
	Emilio De Los Santos, Veterans Office	(956) 318-2439

FROM: **Moises Salazar, Buyer II**
County of Hidalgo Purchasing Department

DATE: **November 28, 2007**

RE: **County Administration Building.**

By signing below you are acknowledging that all offices withing your department area a are 100% completed as discussed at the FINAL PUNCH LIST MEETING to the New Administration Building.

Security
Department

Signature | Rolando Gonzalez (Printed Name) | 11-28-07 (Date)

If you should require additional information pertaining to this matter please contact me at (956) 318-2626.

Thank you.

cc. Building and Grounds

PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM

		Via fax to:
TO:	**Armando Barrera, Jr., Tax Assessor Collector**	(956) 318-2733
	Norma Garcia, County Treasurer	(956) 318-2507
	Ray Eufracio, County Auditor	(956) 318-2577
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	Valde Guerra, **Commissioner's Court Executive Officer** Attn: Fred Reyna, Insurance Roy Quintanilha, Safety Director	(956) 292-7034
	Emilio De Los Santos, Veterans Office	(956) 318-2439

FROM: **Moises Salazar, Buyer II**
County of Hidalgo Purchasing Department

DATE: **November 28, 2007**

RE: **County Administration Building.**

By signing below you are acknowledging that all offices withing your department area a are 100% completed as discussed at the FINAL PUNCH LIST MEETING to the New Administration Building.

Veterans Services
Department

Emilio D L | Emilio De los Santos | 11/28/07

Signature | Printed Name | Date

If you should require additional information pertaining to this matter please contact me at (956) 318-2626.

Thank you.

cc. Building and Grounds

*pending Floor Plug Rm 346

AI-10592 **14.A.11.**

Fuel Credit Card Use Policy
CC REGULAR

Date: 08/19/2008
Submitted By: Ovidio Gonzalez, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Hidalgo County

Information

CAPTION

Pursuant to the newly adopted /Fuel Credit Card Use Policy/ requesting discussion, consideration, and action on a request:

A. Hidalgo County Constable, Precinct 1, Chief Deputy Blanca I. Sanchez, requesting to increase limits from $500.00 to $1,500.00/month/vehicle and to increase from two (2) fill-ups/day/vehicle to four (4) fill-ups/day/vehicle;

B. Increase limits from $500.00 to $1,500.00/month/vehicle and to increase from two (2) fill-ups/day/vehicle to six (6) fill-ups/day/vehicle;
1) 2005 Ford F-150 VIN# 1FTPW14575KC32194 LP# 885-481
2) 2005 Ford F-150 VIN# 1FTPW114595KC32195 LP# 885-480
3) 1994 Chevy Blazer VIN# 1GNEK18K4RJ432701 LP# 118-LFH
4) 2006 Expedition VIN# 1FMPU15526LA67361 LP# 226-793

C. Hidalgo County Head Start Program-re: Buses-requesting to increase limits from $500.00 to $1,700.00/month/vehicle and to increase from two (2) fill-ups/day/week/vehicle to four (4) fill-ups/day/week/vehicle;

D. Hidalgo County Head Start Program-re:Vans & Trucks-requesting to increase limits from $500.00 to $1,000.00/month/vehicle and to increase from two (2) fill-ups/day/week/vehicle to four (4) fill-ups/day/week/vehicle;

E. Presentation by Head Start Program Director, Ms. Teresa Flores on guidance and approval of solution to address the high turnover of bus drivers and constraints imposed by Fuel Credit Card Policies and Procedures.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1100-421-00-291-001-0-682
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Constable Pct. 1-Gasoline/Diesel, Available Balance as of 8-15-08 $2,047.31.

Gasoline expenditures for Headstart is from Headstart funding.

Attachments

Link: fuel increase

Link: Headstart Memo

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Nielda Cavazos	08/15/2008 08:32 AM	APRV
2	Budget & Management	Veronica Lopez	08/15/2008 08:45 AM	APRV
3	Ivan Cantu	Ivan Cantu	08/15/2008 08:59 AM	APRV
4	Auditor's Office	Linda Fong	08/15/2008 11:50 AM	APRV
5	Court Administrator	Angela Garcia	08/15/2008 01:04 PM	APRV
Form Started By: Ovidio Gonzalez			Started On: 08/13/2008 10:47 AM	
Final Approval Date: 08/15/2008				

HIDALGO COUNTY CONSTABLE DEPARTMENT PRECINCT 1
1902 JOE STEPHENS, SUITE 303, WESLACO, TX 78596
PHONE (956) 447-3775 * FAX (956) 447-8614

MEMORANDUM

TO: Valde Guerra, Commissioner's Court Executive Officer
Hidalgo County Department of Budget and Management

FROM: Blanca I. Sanchez, Chief Deputy
Hidalgo County Constable, Pct. 1

DATE: August 11, 2008

RE: Comdata fuel cards

Mr. Valde Guerra,

Please allow this to serve as a formal request for a variance in the comdata fuel purchasing policies. I understand that it is important to maintain vigilance over the county fuel cards to prevent abuse or fraud, however if the current policies remain, the departments ability to conduct day to day business will be severely affected. Thus, I am hereby requesting the fuel card monthly spending limit increase from $500.00 to $1,500.00 for all units. In addition, the daily number of times each fuel card maybe used should be increased from twice daily to 4 times per day, with the exception of the two (2) Ford F150's, the Chevy Blazer and the Ford Expedition which have larger gas tanks and because of the $75.00 credit card restriction in order to obtain a full tank another transaction must occur and we therefore ask for 6 times per day for these four (4) units. The requested changes should remain in effect indefinitely. The request may mostly be attributed to reflect the increase in fuel cost as well as an unduly restrictive policy. Additionally, during grant operations or during a surge in patrol activities (i.e. hurricane Dolly) the allotted fuel amounts fall well short of the departments needs. Please contact me should you have any questions.

Respectfully,

Blanca I. Sanchez
Chief Deputy Constable, Pct. 1

xc: files

RECEIVED BY HIDALGO COUNTY
PURCHASING DEPARTMENT

By _____

Time _____

Dear Ms Salazar,

The Hidalgo County Head Start has a different mandate from that of any other County Department. We take care of children. Seven day a week all year long, we must deliver children, food, supplies and services to 43 centers stretched throughout 1,749 square miles of the County's service area. We must be able to deliver services in time and within the appropriate federal, state and local regulations

We have always complied with of the County's policies and procedures and up to the date of these new policies being implemented we were able to comply without jeopardizing services and funding.

In our efforts to comply with the Hidalgo County Fuel Card Policy we have encountered the following issues which need to be resolved:

1. We have 31 buses in our transportation fleet and we transport approximately 600 children every day. Some of our bus drivers conduct two routes in the morning and two routes in the afternoon and some of our routes are long. These routes require that the drivers fill up several times per day and the total amount per monthly charges per bus exceeds $500. *We are requesting that our drivers be allowed to fill up at least 4 times per week and that the maximum charges per bus be increased to a maximum of $1,700 per month.*
2. There are 32 delivery vans and trucks which are on the road everyday delivering the mail, supplies, meals to the children as well as attending to the maintenance of our 43 facilities. The meals are delivered twice a day every day. These vehicles also require between 3 to 4 fill ups per week. *We are requesting that these drivers also be allowed to fill up 3 to 4 times per week and that the maximum charges per vehicle be increased to a maximum of $1000.00 per month.*
3. We continue to have high turnover rate of bus drivers and van drivers. The replacing of employees in these positions has been very difficult given the fact that our funding has not allowed for us to keep up with competitive salaries to attract and retain staff. When we find an employee that meets our criteria, we place him/her on the job as soon as the employee is cleared with drug testing. The transportation of children affects our attendance and thus our funding when we are not providing transportation services. The new process for approving the issuance of fuel cards, as explained to me, will require at least two weeks after the individual driver is submitted to the Purchasing Department for training and assignment of a card and a code to use the gas cards. *This process, as I understand it, sounds like it will be counter productive to the service delivery of The Head Start Program as it could interfere with the transportation of children to the centers. If this is the case, it will create a negative domino effect that will impact attendance negatively and thus placing our funding in jeopardy. It will also interfere with the delivery of meals, supplies and the mail to the 43 centers. We need help in resolving this issue. We need to be able to get approval for the card and the code on the same day that the driver is reporting to work.*

While we are making every effort to comply with this policy, the set procedures need to be reviewed based on the fact that we are dealing with childcare and social services and these fuel card procedures are impacting the services to 3,570 children and the jobs of over 750 employees.

We ask for your guidance and assistance in arriving at a procedure that will be sensitive to needs of children and families of Hidalgo County. Your immediate attention to this matter is greatly appreciated.

Thank you for your assistance in this matter.

Teresa Flores,
Head Start Executive Director

AI-10601 **14.A.12.**

Property/Land Records-Revenue Project-Web Based Subsciption Service

CC REGULAR

Date: 08/19/2008
Submitted By: Marty Salazar, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Hidalgo County

Information

CAPTION

Presentation by Hon. Arturo Guajardo, Hidalgo County-Clerk to request authority to publish an advertisement for a revenue generating project through a Request for Proposals in connection with : "A Web based subscription service through a broad range of County-based property and land record data" including approval of the requirements, specifications, services and other information as provided through the County Clerk with the provision that there will be no cost to Hidalgo County.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

As per information received through County Clerk, this project is revenue generating with the provision that no costs would be borne by Hidalgo County.

Attachments

Link: 10601

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department (Originator)	Marty Salazar	08/14/2008 12:04 PM	APRV
2	Budget & Management	Veronica Lopez	08/14/2008 01:02 PM	APRV
3	Ivan Cantu	Ivan Cantu	08/14/2008 02:13 PM	APRV
4	Auditor's Office	Linda Fong	08/14/2008 02:44 PM	APRV
5	Court Administrator	Angela Garcia	08/14/2008 04:50 PM	APRV

Form Started By: Marty Salazar — Started On: 08/13/2008 01:22 PM

Final Approval Date: 08/14/2008

PROPERTY SERVICES

Solution Overview

A web-based subscription service built by and for counties to support a variety of users across a broad range of County-based property and land record data. Information is presented to county users (staff) and business users (fee) or via a state of the art portal that allows users to locate consume and apply integrated, real-time data from multiple data sources for their business purposes.

The data integration approach should provide distinctive competence in the government market space due to the design of dynamic workflows to manage and organize data for secure, web-based presentation. An intuitive user interface (UI) formats should be easy to use for multiple and varied business and other users.

Data sources used to populate the Solution service include (but are not limited to) county offices such as Auditor, Treasurer, Assessor, Recorder, Courts (Civil), Permits and GIS.

The Business Need

Counties struggle to maintain an acceptable level of service in their Property Records Management departments while budgets are being reduced, property transactions are ever present, and aging systems preclude them from leveraging new, more efficient technology options.

Today, to retrieve property records from the county, business customers or the tax-paying public often must physically go to the county, use unfamiliar systems in public work areas to do research (if available), and manually make photocopies of the required material. Abstract companies, appraisers, real estate firms, property attorneys, banks, surveyors, assessors and the like can be seen sifting through reams of greenbar to extract the piece of information they need. The cost to the county to service their customers in this manner is arduous and the staff assigned to this purpose cannot (therefore) be used for more productive tasks.

For the business customers, the most expensive element of the property transaction is retrieving records from the county and the attendant costs of personnel to do so. Additionally, business customers can take on a limited amount of business due to the time involved in retrieving property records from the county.

The approach should address budget restraints along with escalating demand for property records services. While other data-management services serve specific departmental needs, the portal solution should provide for the broad data-integration and management needs of core land records spread across the county landscape.

Unique Data Integration Approach

The solution should be a data integration service, identifying critical data elements and integrating them with the portal wherever they may reside inside the county infrastructure. In addition, it should supply the county with an administrative tool that allows the county to manage subscriptions, content, security roles, privacy policies and full e-commerce functionality for the portal. The solution should not be bounded by a departmental focus but, allow the county to harness market opportunity through the lens of data integration, not as a departmental software provider.

Applying data-management techniques should improve internal efficiencies of county government. Having a single interface to stores of data in multiple departments, county employees gain the same efficiencies as external users as well as have the opportunity to further leverage their GIS investment.

Business customers (appraisers, title companies, and others involved in land sales and transfer) must now visit multiple county departments to collect information necessary to do their jobs, or pay large fees to third party private sector aggregators of county property records data. Some departmental applications are web-enabled or otherwise organized so that the tasks are made easier. Solution should allow users access the portal through the internet, for the county and retrieve data through a secure, intuitive, integrated user interface—all accomplished without going to the courthouse.

County Efficiencies

As the solution users access and otherwise gather information through the portal, there is no need for them to occupy the time of county employees at service desks to assist with in-office requests. This means that county personnel may be re-directed to other pressing or more strategic tasks. County administrators say that internal efficiency gain is the most important value-benefit of the Solution. In addition, individual departments will have direct access to a data across different county departments and will be able to (further) leverage their existing investment in GIS to meet the business needs of the county.

Business users certainly understand the time-saving implications of having integrated county property information quickly and broadly accessible without going to multiple web sites, physically going to the county or purchasing property records from secondary sources.

AI-10593 **14.A.13.**

Fire Extinguisher
CC REGULAR

Date: 08/19/2008
Submitted By: Mary Maldonado, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Hidalgo County

Information

CAPTION

Requesting approval to exercise the sixty (60) days (as provided in current contract) with Corky's Fire Extinguisher Sales & Service so as not to have a lapse in services while completing the procurement process.

BACKGROUND

60 days under the same rate, terms and conditions

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** various object 432
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

This is a countywide contract. Object Code 432. Please refer to attached expense report for funds availability as of 8-14-08.

Attachments

Link: Expense Report as of 8-14-08

Link: Corky's Fire Extinguisher Contract

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	08/14/2008 11:40 AM	APRV
2	Budget & Management	Veronica Lopez	08/14/2008 01:00 PM	APRV
3	Ivan Cantu	Ivan Cantu	08/14/2008 02:06 PM	APRV
4	Auditor's Office	Linda Fong	08/14/2008 02:39 PM	APRV
5	Court Administrator	Angela Garcia	08/14/2008 04:50 PM	APRV

Form Started By: Mary Maldonado Started On: 08/13/2008 10:52 AM

Final Approval Date: 08/14/2008

Hidalgo County

Expenditure Summary Report

Standard Report Format

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
1100 GENERAL FUND							
8-1100-412-00-001-001-0-432	92ND DC-EQUIP R&M SERVICE	500.00	.00	.00	.00	500.00	.00
8-1100-412-00-002-001-0-432	93RD DC-EQUIP R&M SERVICE	600.00	500.00	.00	.00	100.00	83.33
8-1100-412-00-003-001-0-432	139TH DC-EQUIP R&M SERVICE	1,000.00	.00	20.00	20.00	980.00	2.00
8-1100-412-00-004-001-0-432	206TH DC-EQUIP R&M SERVICE	1,400.00	1,005.64	131.25	131.25	263.11	81.21
8-1100-412-00-005-001-0-432	275TH DC-EQUIP R&M SERVICE	527.00	.00	.00	.00	527.00	.00
8-1100-412-00-008-001-0-432	389TH DC-EQUIP R&M SERVICE	.00	.00	.00	.00	.00	.00
8-1100-412-00-009-001-0-432	398TH DC-EQUIP R&M SERVICE	1,500.00	.00	886.00	886.00	614.00	59.07
8-1100-412-00-011-001-0-432	449TH DC-EQUIP R&M SERVICE	500.00	.00	.00	.00	500.00	.00
8-1100-412-00-021-001-0-432	CCL#1-EQUIP R&M SERVICE	225.00	112.50	112.50	112.50	.00	100.00
8-1100-412-00-022-001-0-432	CCL#2-EQUIP R&M SERVICE	1,000.00	.00	.00	.00	1,000.00	.00
8-1100-412-00-026-001-0-432	CCL#6-EQUIP R&M SERVICE	1,000.00	.00	430.50	430.50	569.50	43.05
8-1100-412-00-040-001-0-432	CRT OF CIV APP-EQUIP R&M SERVICE	580.00	.00	.00	.00	580.00	.00
8-1100-412-00-061-001-0-432	JP PCT 1/PL 1-EQUIP R&M SERVICE	1,000.00	.00	4.70	4.70	995.30	.47
8-1100-412-00-062-001-0-432	JP PCT 1/PL 2-EQUIP R&M SERVICE	319.00	.00	.00	.00	319.00	.00
8-1100-412-00-063-001-0-432	JP PCT 2/PL 1-EQUIP R&M SERVICE	300.00	.00	.00	.00	300.00	.00
8-1100-412-00-064-001-0-432	JP PCT 2/PL 2-EQUIP R&M SERVICE	219.00	.00	.00	.00	219.00	.00
8-1100-412-00-065-001-0-432	JP PCT 3/PL 1-EQUIP R&M SERVICE	300.00	.00	.00	.00	300.00	.00
8-1100-412-00-066-001-0-432	JP PCT 3/PL 2-EQUIP R&M SERVICE	300.00	.00	.00	.00	300.00	.00
8-1100-412-00-067-001-0-432	JP PCT 4/PL 1-EQUIP R&M SERVICE	500.00	160.10	.00	.00	339.90	32.02
8-1100-412-00-069-001-0-432	JP PCT 5/PL 1-EQUIP R&M SERVICE	1,500.00	95.00	.00	.00	1,405.00	6.33
8-1100-412-00-080-002-0-432	CRIM DA-EQUIP R&M SERVICE	5,000.00	2,149.66	2,192.25	2,192.25	658.09	86.84
8-1100-412-00-090-001-0-432	DIST CLERK-EQUIP R&M SERVICE	5,189.22	238.59	957.28	957.28	3,993.35	23.05
8-1100-414-00-130-001-0-432	ELECTIONS DEPT-EQUIP R&M SERVICE	15,000.00	2,671.95	2,825.25	2,825.25	9,502.80	36.65
8-1100-415-00-115-072-0-432	HURRICANE DOLLY-EQUIP R&M SERVICE	5,000.00	.00	.00	.00	5,000.00	.00
8-1100-415-00-200-001-0-432	INFO TECH DEPT-EQUIP R&M SERVICE	4,217.78	1,642.00	2,500.00	2,500.00	75.78	98.20
8-1100-415-00-200-002-0-432	COMPUTER DEPT-EQUIP R&M SERVICES	53,320.07	3,048.00	30,621.82	30,621.82	19,650.25	63.15
8-1100-415-14-115-001-0-432	DBM-BUDGET DIV-EQUIP R&M SERVICE	2,250.00	.00	2,250.00	2,250.00	.00	100.00
8-1100-415-15-140-001-0-432	TAX OFF-EQUIP R&M SERVICE	48,860.05	257.50	8,238.50	8,238.50	40,364.05	17.39
8-1100-415-16-150-001-0-432	CO TREASURER-EQUIP R&M SERVICE	695.00	.00	295.00	295.00	400.00	42.45

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
1100 GENERAL FUND							
8-1100-415-18-160-001-0-432	PURCHASING-EQUIP R&M SERVICE	2,000.00	.00	.00	.00	2,000.00	.00
8-1100-415-21-170-001-0-432	CO AUDITOR-EQUIP R&M SERVICE	3,000.00	.00	203.85	203.85	2,796.15	6.80
8-1100-415-40-180-001-0-432	CO CLERK-EQUIP R&M SERVICE	3,970.00	860.00	583.90	583.90	2,526.10	36.37
8-1100-415-40-180-002-0-432	CO CLERK RECORD ARCHIVE-EQUIP R&M SERV	1,000.00	.00	.00	.00	1,000.00	.00
8-1100-415-50-190-001-0-432	CIVIL SERVICE-EQUIP R&M SERVICE	2,650.00	750.00	1,050.00	1,050.00	850.00	67.92
8-1100-415-50-190-002-0-432	HUMAN RESOURCES-EQUIP R&M SERVICE	3,150.00	750.00	2,046.67	2,046.67	353.33	88.78
8-1100-419-10-210-001-0-432	PLANNING DEPT-EQUIP R&M SERVICE	1,000.00	.00	45.00	45.00	955.00	4.50
8-1100-419-40-115-069-0-432	CRTHSE PK LOT-EQUIP R&M SERVICE	350.00	.00	96.99	96.99	253.01	27.71
8-1100-419-40-220-001-0-432	GEN GOVT BLDG-EQUIP R&M SERVICE	28,000.00	1,239.69	2,840.85	2,840.85	23,919.46	14.57
8-1100-419-50-115-059-0-432	DBM-SAFETY DIV-EQUIP R&M SERVICE	2,000.00	.00	26.10	26.10	1,973.90	1.31
8-1100-421-00-115-027-0-432	TX DPS-EQUIP R&M SERVICE	550.00	.00	.00	.00	550.00	.00
8-1100-421-00-280-001-0-432	SHERIFF-EQUIP R&M SERVICE	75,886.00	5,154.30	3,049.20	3,049.20	67,682.50	10.81
8-1100-421-00-291-001-0-432	CONSTABLE PCT.1-EQUIP R&M SERVICE	736.00	.00	18.80	18.80	717.20	2.55
8-1100-421-00-292-001-0-432	CONSTABLE PCT.2-EQUIP R&M SERVICE	4,000.00	2,000.00	.00	.00	2,000.00	50.00
8-1100-421-00-293-001-0-432	CONSTABLE PCT.3-EQUIP R&M SERVICE	300.00	.00	.00	.00	300.00	.00
8-1100-421-00-294-001-0-432	CONSTABLE PCT.4-EQUIP R&M SERVICE	3,500.00	.00	.00	.00	3,500.00	.00
8-1100-421-00-295-001-0-432	CONSTABLE PCT.5-EQUIP R&M SERVICE	1,200.00	.00	.00	.00	1,200.00	.00
8-1100-422-10-300-001-0-432	EMERG SRVS-FM-EQUIP R&M SERVICE	2,000.00	393.02	1,485.70	1,485.70	121.28	93.94
8-1100-423-00-320-001-0-432	ADULT PROB-EQUIP R&M SERVICE	13,900.00	185.90	1,328.10	1,328.10	12,386.00	10.89
8-1100-423-21-280-002-0-432	JAIL-EQUIP R&M SERVICE	103,000.00	20,607.15	37,851.58	37,851.58	44,541.27	56.76
8-1100-423-32-330-001-0-432	JUV DET HM-EQUIP R&M SERVICE	8,500.00	1,100.00	250.00	250.00	7,150.00	15.88
8-1100-429-00-300-023-0-432	EMERG SRVS-EM-EQUIP R&M SERVICE	3,930.00	.00	.00	.00	3,930.00	.00
8-1100-432-00-121-001-0-432	SANITATION PCT.1-EQUIP R&M SERVICE	9,887.33	2,912.64	6,486.13	6,486.13	488.56	95.06
8-1100-432-00-122-001-0-432	SANITATION PCT.2-EQUIP R&M SERVICE	14,500.00	3,096.29	80.00	80.00	11,323.71	21.91
8-1100-432-00-123-001-0-432	SANITATION PCT.3-EQUIP R&M SERVICE	36,000.00	209.00	19,949.52	19,949.52	15,841.48	56.00
8-1100-432-00-124-001-0-432	SANITATION PCT.4-EQUIP R&M SERVICE	12,500.00	825.00	2,465.37	2,465.37	9,209.63	26.32
8-1100-441-00-340-001-0-432	HEALTH ADM-EQUIP R&M SERVICE	8,000.00	5,533.86	694.20	694.20	1,771.94	77.85
8-1100-441-00-340-003-0-432	HEALTH CLINICS-EQUIP R&M SERVICE	6,000.00	3,200.00	294.00	294.00	2,506.00	58.23
8-1100-444-00-240-001-0-432	HUMAN SERVICES-EQUIP R&M SERVICE	924.56	.00	.00	.00	924.56	

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
1100 GENERAL FUND							
							.00
8-1100-461-00-380-001-0-432	TX AGRILIFE EXT-EQUIP R&M SERVICE	1,500.00	.00	164.99	164.99	1,335.01	11.00
8-1100-466-00-122-018-0-432	PCT 2 CRC-EQUIP R&M SERVICE	100.00	.00	.00	.00	100.00	.00
1100 GENERAL FUND		**506,836.01**	**60,697.79**	**132,476.00**	**132,476.00**	**313,662.22**	**38.11**
1200 R&B COUNTY WIDE							
8-1200-431-00-122-004-0-432	CO SHOP-EQUIP R&M SERVICE	2,000.00	591.32	916.33	916.33	492.35	75.38
8-1200-431-00-260-001-0-432	R-O-W DEPT-EQUIP R&M SERVICE	7,500.00	.00	.00	.00	7,500.00	.00
1200 R&B COUNTY WIDE		**9,500.00**	**591.32**	**916.33**	**916.33**	**7,992.35**	**15.87**
1201 R&B PRECINCT NO.1							
8-1201-431-00-121-004-0-432	PCT.1 RD ADM-EQUIP R&M SERVICE	300.00	274.15	25.85	25.85	.00	100.00
8-1201-431-00-121-005-0-432	PCT.1 P/U RD-EQUIP R&M SERVICE	13,000.00	1,837.92	3,870.07	3,870.07	7,292.01	43.91
1201 R&B PRECINCT NO.1		**13,300.00**	**2,112.07**	**3,895.92**	**3,895.92**	**7,292.01**	**45.17**
1202 R&B PRECINCT NO.2							
8-1202-431-00-122-005-0-432	PCT.2 RD ADM-EQUIP R&M SERVICE	950.00	.00	.00	.00	950.00	.00
8-1202-431-00-122-006-0-432	PCT.2 P/U RD-EQUIP R&M SERVICE	7,000.00	2,130.64	2,477.70	2,477.70	2,391.66	65.83
1202 R&B PRECINCT NO.2		**7,950.00**	**2,130.64**	**2,477.70**	**2,477.70**	**3,341.66**	**57.97**
1203 R&B PRECINCT NO.3							
8-1203-431-00-123-004-0-432	PCT.3 RD ADM-EQUIP R&M SERVICE	1,200.00	993.25	80.84	80.84	125.91	89.51
8-1203-431-00-123-005-0-432	PCT.3 P/U RD-EQUIP R&M SERVICE	56,000.00	2,336.93	5,220.24	5,220.24	48,442.83	13.49
1203 R&B PRECINCT NO.3		**57,200.00**	**3,330.18**	**5,301.08**	**5,301.08**	**48,568.74**	**15.09**
1204 R&B PRECINCT NO.4							
8-1204-431-00-124-005-0-432	PCT.4 RD ADM-EQUIP R&M SERVICE	1,500.00	.00	445.00	445.00	1,055.00	29.67
8-1204-431-00-124-007-0-432	PCT.4 P/U RD-EQUIP R&M SERVICE	30,031.09	3,257.43	9,302.74	9,302.74	17,470.92	41.82
1204 R&B PRECINCT NO.4		**31,531.09**	**3,257.43**	**9,747.74**	**9,747.74**	**18,525.92**	**41.25**
1211 PARKS PRECINCT NO.1							
8-1211-452-00-121-013-0-432	PARKS PCT.1-EQUIP R&M SERVICE	2,084.68	834.97	344.16	344.16	905.55	56.56
1211 PARKS PRECINCT NO.1		**2,084.68**	**834.97**	**344.16**	**344.16**	**905.55**	**56.56**
1212 PARKS PRECINCT NO.2							
8-1212-452-00-122-008-0-432	PARKS PCT.2-EQUIP R&M SERVICE	2,300.00	741.01	.00	.00	1,558.99	32.22
1212 PARKS PRECINCT NO.2		**2,300.00**	**741.01**	**.00**	**.00**	**1,558.99**	**32.22**
1213 PARKS PRECINCT NO.3							
8-1213-452-00-123-008-0-432	PARKS PCT.3-EQUIP R&M SERVICE	4,000.00	161.20	1,191.00	1,191.00	2,647.80	33.81
1213 PARKS PRECINCT NO.3		**4,000.00**	**161.20**	**1,191.00**	**1,191.00**	**2,647.80**	**33.81**
1214 PARKS PRECINCT NO.4							

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
1214 PARKS PRECINCT NO.4							
8-1214-452-00-124-009-0-432	PARKS PCT.4-EQUIP R&M SERVICE	1,600.00	.00	.00	.00	1,600.00	.00
1214 PARKS PRECINCT NO.4		**1,600.00**	**.00**	**.00**	**.00**	**1,600.00**	**.00**
1222 DISTRICT ATTORNEY BAD CHECK PROCESSING							
8-1222-412-00-080-006-0-432	DA BAD CK-EQUIP R&M SERVICE	100.00	.00	75.00	75.00	25.00	75.00
1222 DISTRICT ATTORNEY BAD CHECK PROCESSING		**100.00**	**.00**	**75.00**	**75.00**	**25.00**	**75.00**
1237 COUNTY CLERK RECORDS MANAGEMENT & PRESER							
8-1237-415-40-180-003-0-432	CC REC MGMT-EQUIP R&M SERVICE	9,500.00	.00	.00	.00	9,500.00	.00
1237 COUNTY CLERK RECORDS MANAGEMENT & PRESER		**9,500.00**	**.00**	**.00**	**.00**	**9,500.00**	**.00**
1238 COUNTY RECORDS MANAGEMENT & PRESERVATION							
8-1238-415-40-180-004-0-432	COUNTY RECORDS MGMT-EQUIP R&M SERVICE	.00	.00	.00	.00	.00	.00
1238 COUNTY RECORDS MANAGEMENT & PRESERVATION		**.00**	**.00**	**.00**	**.00**	**.00**	**.00**
1241 COURTHOUSE SECURITY FUND							
8-1241-421-23-115-044-0-432	COURTHOUSE SECURITY-EQUIP R&M SERVICE	4,000.00	1,000.00	.00	.00	3,000.00	25.00
1241 COURTHOUSE SECURITY FUND		**4,000.00**	**1,000.00**	**.00**	**.00**	**3,000.00**	**25.00**
1242 JUSTICE COURT TECHNOLOGY FUND 9/01-8/05							
8-1242-412-00-060-001-0-432	JUSTICE CRT TECH-EQUIP R&M SERVICE	35,000.00	4,596.00	80.00	80.00	30,324.00	13.36
1242 JUSTICE COURT TECHNOLOGY FUND 9/01-8/05		**35,000.00**	**4,596.00**	**80.00**	**80.00**	**30,324.00**	**13.36**
1246 T.A.C. SPECIAL VEHICLE INVENTORY FUND							
8-1246-415-15-140-003-0-432	TAX OFF-EQUIP R&M SERVICE	500.00	.00	.00	.00	500.00	.00
1246 T.A.C. SPECIAL VEHICLE INVENTORY FUND		**500.00**	**.00**	**.00**	**.00**	**500.00**	**.00**
1247 LAW LIBRARY							
8-1247-412-50-100-001-0-432	LAW LIBRARY-EQUIP R&M SERVICE	1,000.00	.00	.00	.00	1,000.00	.00
1247 LAW LIBRARY		**1,000.00**	**.00**	**.00**	**.00**	**1,000.00**	**.00**
1252 HIDTA FEDERAL SHARING US TREASURY							
8-1252-412-00-270-012-0-432	HIDTA US TREASURY-EQUIP R&M SERVICE	5,000.00	757.22	1,621.75	1,621.75	2,621.03	47.58
1252 HIDTA FEDERAL SHARING US TREASURY		**5,000.00**	**757.22**	**1,621.75**	**1,621.75**	**2,621.03**	**47.58**
1291 HIDTA							
8-1291-412-00-270-002-0-432	HIDTA TF COMMAND CTR-EQUIP R&M SERVICE	.00	.00	.00	.00	.00	.00
8-1291-412-00-270-003-7-432	HIDTA TASK FORCE-EQUIP R&M SERVICE	1,000.00	183.95	686.05	686.05	130.00	87.00
1291 HIDTA		**1,000.00**	**183.95**	**686.05**	**686.05**	**130.00**	**87.00**
1292 WIC							
8-1292-441-00-350-001-8-432	WIC ADM-EQUIP R&M SERVICE	17,242.55	4,648.86	11,945.44	11,945.44	648.25	96.24
1292 WIC		**17,242.55**	**4,648.86**	**11,945.44**	**11,945.44**	**648.25**	**96.24**
1293 HEALTH DEPARTMENT							
8-1293-441-00-340-005-0-432	H.D. ADM-EQUIP R&M SERVICE	1,610.00	.00	.00	.00	1,610.00	.00

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
1293 HEALTH DEPARTMENT							
8-1293-441-00-340-013-8-432	TDH PHPSB-EQUIP R&M SERVICE	1,489.00	.00	.00	.00	1,489.00	.00
1293 HEALTH DEPARTMENT		**3,099.00**	**.00**	**.00**	**.00**	**3,099.00**	**.00**
1294 JUVENILE PROBATION							
8-1294-423-00-330-014-0-432	COMPUTERIZATION-EQUIP R&M SERVICE	18,942.29	.00	4,703.88	4,703.88	14,238.41	24.83
1294 JUVENILE PROBATION		**18,942.29**	**.00**	**4,703.88**	**4,703.88**	**14,238.41**	**24.83**
1295 POST ADJUDICATION JUVENILE BOOT CAMP							
8-1295-423-00-330-028-0-432	WESL B/C-EQUIP R&M SERVICE	8,000.00	2,400.00	283.67	283.67	5,316.33	33.55
1295 POST ADJUDICATION JUVENILE BOOT CAMP		**8,000.00**	**2,400.00**	**283.67**	**283.67**	**5,316.33**	**33.55**
1297 ADULT PROBATION							
8-1297-423-00-320-002-8-432	BASIC SUPERVISION-EQUIP R&M SERVICE	33,425.29	231.52	4,235.12	4,235.12	28,958.65	13.36
8-1297-423-00-320-005-8-432	RESTITUTION CTR-EQUIP R&M SERVICE	2,846.00	1,129.85	1,618.25	1,618.25	97.90	96.56
8-1297-423-00-320-008-8-432	COMM CORR-EQUIP R&M SERVICE	2,717.00	917.00	1,783.75	1,783.75	16.25	99.40
8-1297-423-00-320-020-8-432	SATF-EQUIP R&M SERVICE	3,050.00	1,644.00	.00	.00	1,406.00	53.90
1297 ADULT PROBATION		**42,038.29**	**3,922.37**	**7,637.12**	**7,637.12**	**30,478.80**	**27.50**
2201 SELF-FUNDED HEALTH INSURANCE							
8-2201-415-00-115-009-0-432	DBM-HEALTH INS ADM-EQUIP R&M SERVICES	.00	.00	.00	.00	.00	.00
2201 SELF-FUNDED HEALTH INSURANCE		**.00**	**.00**	**.00**	**.00**	**.00**	**.00**
2202 SELF-FUNDED WORKERS' COMP							
8-2202-419-50-115-065-0-432	DBM-W/C DIV-EQUIP R&M SERVICE	300.00	.00	.00	.00	300.00	.00
2202 SELF-FUNDED WORKERS' COMP		**300.00**	**.00**	**.00**	**.00**	**300.00**	**.00**
8 YEAR		**782,023.91**	**91,365.01**	**183,382.84**	**183,382.84**	**507,276.06**	**35.13**

PURCHASING DEPARTMENT
County Of Hidalgo

September 13, 2007

Via Fax (956) 384-9154

Mr. Sandra Hammer
Corky's Fire Extinguisher Sales & Service Co
PO Box 6055
McAllen, Texas 78502

RECEIVED
SEP 17 2007
PURCHASING DEPT.

Re: Hidalgo County – Fire Extinguisher Maintenance Service

Dear Ms. Hammer:

Please be advised, Hidalgo County will be requesting permission from Hidalgo County Commissioners' Court at the regular meeting on Tuesday, September 18, 2007, to exercise the county's option to extend the contract for one (1) additional year (as stated in the current contract) under the same rates, terms, and conditions. Commencement date (if approved) will become effective as of September 29,2007 Please acknowledge receipt of notice by signing below and returning to the Purchasing Department by no later than, Friday, September 14, 2007 before 5:00 p.m., via facsimile to (956) 956-318-2629.

AUTHORIZED SIGNATURE: Sandra Hopkins

TITLE: Owner

Comments (if any):

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 318-2626. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,

Mary A. Maldonado

Mary A. Maldonado
Hidalgo County Contracts Manager

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-05-128-09-27

THIS CONTRACT is made and entered into this 30th day of **September, 2005** by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and Madgelyn Sandra Hammer dba Corkey's Fire Extinguisher Sales & Service,("Company").

WHEREAS, Company responded to advertised notices for bids for " **Fire Extinguisher Maintenance Service**"(the "Services"); and

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

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

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

1. County and Company hereby agree that this Contract is entered into in order to provide the Services to 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 Department Heads or his designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period of one (1) year beginning **September 30, 2005**, and may be extended at the sole discretion of County for an additional (2) two one (1) year term under the same rates, terms and conditions, 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:

Corky's Fire Extinguisher Sales & Service Co.
Attn: Sandra Hammer
PO Box 6055
McAllen, Texas 78502

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

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

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

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

WITNESS our hands in duplicate originals this ____ day of_____, 2005.

COUNTY OF HIDALGO

By: _____
Ramon Garcia, County Judge

ATTEST:

Eddy Trevino Jr.
~~Juan D. Salinas III~~, County Clerk

Approved by Commissioners' Court
on 9-27-05

COMPANY: **Corky's Fire Extinguisher Sales & Service Co.**

By: Sandra Hammer
Printed Name: SANDRA HAMMER
Title: OWNER

Approved on Commissioners' Court September 27, 2005

APPROVED AS TO FORM:

Atlas & Hall, L.L.P.

By: _____

EXHIBIT "A"
SPECIFICATIONS

Exhibit "A"

Hidalgo County - Fire Extinguisher Maintenance Service
Bid No. 05-128-08-31ROL

Project Overview:

Hidalgo County is seeking to contract with a qualified bidder to conduct all Fire Extinguisher Services on an as needed basis for Hidalgo County. The following are specifications, services, requirements, terms and conditions which include, but are not limited to:

Scope of Services:

1. **Vendor must inspect each and every County department/location listed for additions and/or deletions.**
2. **Vendor must provide yearly inspections/site schedule. addressed to Building & Grounds and Risk Management.**

Requirements:

1. Bidder(s) must be State licensed during complete term of contract.
2. Bidder(s) will provide and maintain all the required Insurances & Bonds as listed, Exhibit"C".

Terms & Conditions:

The term of the contract will **commence upon termination of current contract thru December 31, 2005 with the County's option to extend for two (2) additional one (1) year terms under the same rates, terms and conditions** . Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforseen delay in award of new bid for next contract term.

SPECIFICATIONS, REQUIREMENTS AND OTHER TERMS & CONDITIONS

NOTE: The following are locations and approximate amounts of fire extinguisher only (subject to change).

DEPARTMENT / LOCATION:	APPROXIMATE QUANTITY OF EXTINGUISHERS:
Hidalgo County Administration Bldg. 100 E. Cano Edinburg, Texas 78539	30

Administration building consists of the following departments:

County Judge's Office
Probate Court Offices (Old Budget)
Child Protective Court
13th Court of Appeals
Adult Probation
Auto License including trucks
Indigent Defense (Old B&G)
Fire Marshal
Personnel Department
Purchasing Department
Risk Management including trucks
Tax Office

**** Remit billing to Hidalgo County Buildings & Grounds ****

DEPARTMENT / LOCATION:	APPROXIMATE QUANTITY OF EXTINGUISHERS
Hidalgo County Courthouse Annex I & II 101 S. 10th & 100 N. Closner Edinburg, Texas 78539	48

Courthouse & Annex I & II- consists of the following departments:

92nd District Court
93rd District Court
139th District Court
206th District Court
275th District Court
332nd District Court
370th District Court
389th District Court
398th District Court
Court at Law #1
Court at Law #2
Court at Law #3
Court at Law #4
Master Court #1
Master Court #2
Attorney's Lounge
Computer Department
County Auditor's Office
County Clerk's Office
Courthouse Law Library
Courthouse Security
District Attorney Office
District Clerk Office
Election Department
Mail Room
Sheriff's Substation
Treasurer's Department
Auxiliary Courts
Indigent Defense
Collections Department
Criminal Auxiliary Court A&B

**** Remit billing to Hidalgo County Buildings & Grounds ****

DEPARTMENT / LOCATION:	APPROXIMATE QUANTITY OF EXTINGUISHERS
Building &Grounds 3100 S Bus. 281 Edinburg TX. 78539	4

DEPARTMENT / LOCATION:	APPROXIMATE QUANTITY OF EXTINGUISHERS
WIC Administration Office 3105 W. University Drive Edinburg, Texas 78539	4
WIC Cargo Vans	3
McAllen WIC Clinic 1203 (Modular Bldg) 300 E. Hackberry McAllen, Texas 78501	2
Donna WIC Clinic 301 S. 8th Donna, Texas 78537	2

Mercedes WIC Clinic 540 S. Texas Mercedes, Texas 78570	2
La Joya WIC Clinic 204 West 2nd Street La Joya, Texas 78560	3
Las Milpas WIC Clinic 221 Suites A&B East Dicker Drive Las Milpas, Texas 78560	2
Progreso WIC Clinic (Modular Bldg) 5 Mi. South Business 83 on FM 1015 Progreso, Texas 78579	2
San Juan WIC Clinic 524 South Nebraska San Juan, Texas 78579	4
Alton WIC Clinic Between Glasscock & Shary Rd. Alton, Texas 78572	2
Alamo WIC Clinic 1033 West Frontage Expressway 83 Alamo, Texas 78516	4

DEPARTMENT / LOCATION:	**APPROXIMATE QUANTITY OF EXTINGUISHERS**
Sullivan WIC Clinic Highway 83 Sullivan, Texas 78596	3
Mission WIC Clinic #2 1209 Doherty Mission, Texas 78572	2
McAllen WIC Clinic #2 1201 Houston McAllen, Texs 78501	2
Edinburg WIC Clinic #2 113 Dawson Edinburg, Texas 78539	6
Pharr WIC Clinic #2 1000 E. Old Highway 83 Pharr, Texas 78577	2
Hidalgo County WIC Annex Building 3109 W. University Edinburg, Texas 78539	2
Mobile Clinic 3105 W. University Edinburg, Texas 78539	2
Hidalgo County WIC Annex Building (Behind Adm. Off) 3109 W. University Edinburg, Texas 78539	2

**** Remit billing to Hidalgo County WIC Adm. Office for the above offices.****
Contact: Margarita @ 381-4646

Clinics Co-located with Health Department as follows:

Billings to these six (6) clinics go directly to Building & Grounds

Edinburg Health Clinic & WIC
3105 E. Schunior
Edinburg, Texas 78539

Pharr Health Clinic & WIC
1903 N. Fir
Pharr, Texas 78577

Weslaco Health Clinic & WIC
1901 North Bridge
Weslaco, Texas 78596

Mission Health Clinic & WIC
South Schubach
Mission, Texas 78572

Hidalgo Co. Clinic & WIC
702 E. Tejano
Hidalgo, Texas 78577

Elsa Health Clinic & WIC
708 E. Edinburg
Elsa, Texas 78543

DEPARTMENT / LOCATION:		APPROXIMATE QUANTITY OF EXTINGUISHERS
Hidalgo County Boot Camp 1000 M. Rd. - P.O. Box 1109 Edinburg, Texas 78539	(956) 380-3311	14
Administration Building - (Boot Camp)		
South Exit		1
GED Lab Classroom		1
Receptionist Area		1
Dining Area-East Door		1
Kitchen Area-East Door		1
Kitchen Area-Fire Suppression Extinguisher, Clean up room		1
Alpha Company Billets		
Night Monitor Station		2
Bravo Company Billets		
Night Monitor Station		2
Vans		
Boot Camp Van # 610-596		1
Boot Camp Van # 772-423		1
Probation Dept Van # 761-532		1
Shed		1

**** Remit billing directly to Boot Camp ****

Table 5-2
Hydrostatic Test Interval for Extinguishers

Extinguisher Type	Test interval (years)
Stored Pressure Water, Loaded Stream and/or Antifreeze	5
Wetting Agent	5
AFFF (Aqueous Film Forming Foam)	5
FFFP (Film Forming Fluoroprotein Foam)	5
Dry Chemical with Stainless Steel Shells	5
Carbon Dioxide	5
Dry Chemical, Stored Pressure, with Mild Steel Shells, Brazed Brass Shells, or Aluminum Shells	12
Dry Chemical, Cartridge or Cylinder Operated, with Mild Steel Shells	12
Halogenated Agents	12
Dry Powder, Stored Pressure, Cartridge-or Cylinder-Operated, with Mild Steel Shells	12

NOTE: *Stored pressure water extinguishers with fiberglass shells (pre-76) are prohibited from hydrostatic testing due to manufacturer's recall.*

EXHIBIT "B"
VENDOR'S RESPONSE

EXHIBIT "B"
BID FORM

Hidalgo County - Fire Extinguisher Maintenance Service
Bid No. 05-128-08-31ROL

INSPECTIONS (ANNUAL) ----------	$ 2.35
RECHARGES (Includes pull pins & o-rings when needed)	$
2.5 Lb DC----------	$ 6.00
5 Lb DC----------	$ 9.00
10 Lb DC----------	$ 14.00
20 Lb DC----------	$ 20.00
5 Lb CO2----------	$ 7.00
10 Lb CO2----------	$ 12.00
SIX YEAR MAINTENANCE (DC 20# & Under) Same as Recharge	$
HYDRO-TEST (DC 20# & Under/Plus Recharge)-----	$ 5.00
(CO2 20# & Under/Plus Recharge)----------	$ 17.50
WATER EXTINGUISHER & HYDRO----------	$ 8.00

AMEREX & ~~GENERAL~~ BADGER ABC TYPE FIRE EXTINGUISHER PRICE LIST

2.5 Lb DC----------	$ 21.50
5 Lb DC----------	$ 32.50
10 Lb DC----------	$ 43.50
20 Lb DC----------	$ 75.00

EXIT SIGNS:

These are samples of the light fixtures that may require service but not limited to the following:

ESR2 AC RED EXIT SIGN	$ 41.50
BT65 120V, 20W, Intermediate Screw Bulb	$ 2.70
BT6 145V, 15W, Candelabra Screw	$ 2.00
B7C7 120V, 7W, Candelabra Screw	$ 1.75
BPL7 120V, 7W, Compact Flourescent	$ 8.00
B914 4V, 9W, Miniature Wedge	$ 2.00
TOTAL BID (for all above items):	$ 331.30

BIDDER/COMPANY NAME: Corky's Fire Extinguisher Sales

ADDRESS: P.O. Box 6055 CITY: McAllen, Tx 78502

PHONE No: 956-380-1928 FAX No: 956-384-9154

PRINTED NAME: Sandra Hammer SIGNATURE: Sandra Hammer

TITLE: Owner DATE: 8-29-05

CERTIFICATE OF INSURANCE

This certifies that

- ☒ STATE FARM FIRE AND CASUALTY COMPANY, Bloomington, Illinois
- ☐ STATE FARM GENERAL INSURANCE COMPANY, Bloomington, Illinois
- ☐ STATE FARM FIRE AND CASUALTY COMPANY, Aurora, Ontario
- ☐ STATE FARM FLORIDA INSURANCE COMPANY, Winter Haven, Florida
- ☐ STATE FARM LLOYDS, Dallas, Texas

insures the following policyholder for the coverages indicated below:

Policyholder: Sandra Hopkins

Address of policyholder: 715 Dawson St Edinburg, TX 78539

Location of operations:

Description of operations: Sales of fire extinguishers

The policies listed below have been issued to the policyholder for the policy periods shown. The insurance described in these policies is sub to all the terms, exclusions, and conditions of those policies. The limits of liability shown may have been reduced by any paid claims.

POLICY NUMBER	TYPE OF INSURANCE	POLICY PERIOD Effective Date	POLICY PERIOD Expiration Date	LIMITS OF LIABILITY (at beginning of policy period)
	Comprehensive Business Liability			BODILY INJURY AN PROPERTY DAMAG
This insurance includes:	☐ Products - Completed Operations ☐ Contractual Liability ☐ Personal Injury ☐ Advertising Injury ☐ ☐ ☐			Each Occurrence $ General Aggregate $ Products – Completed Operations Aggregate $
	EXCESS LIABILITY ☐ Umbrella ☐ Other	POLICY PERIOD Effective Date	POLICY PERIOD Expiration Date	BODILY INJURY AND PROPERTY DAMAG (Combined Single Limit) Each Occurrence $ Aggregate $
	Workers' Compensation and Employers Liability	POLICY PERIOD Effective Date	POLICY PERIOD Expiration Date	Part I - Workers Compensation - Statutory Part II - Employers Liability Each Accident $ Disease - Each Employee $ Disease - Policy Limit $
POLICY NUMBER	**TYPE OF INSURANCE**	**POLICY PERIOD Effective Date**	**POLICY PERIOD Expiration Date**	**LIMITS OF LIABILITY (at beginning of policy period)**
R50 1632-F08-53H	Commercial Auto	06/08/2006	12/08/2006	A 500/500/500

THE CERTIFICATE OF INSURANCE IS NOT A CONTRACT OF INSURANCE AND NEITHER AFFIRMATIVELY NOR NEGATIVELY AMENDS, EXTENDS OR ALTERS THE COVERAGE APPROVED BY ANY POLICY DESCRIBED HEREIN.

Name and Address of Certificate Holder

Hidalgo County
100 E Cano
Edinburg, TX 78539

If any of the described policies are canceled before their expiration date, State Farm will try to mail a written notice to the certificate holder days befo cancellation. If however, we fail to mail such notice no obligation or liability will be imposed on State Far or its agents or representatives.

Signature of Authorized Representative

LSA4 06/27/2

Title

Samuel Saldivar

Agent Name

Telephone Number 956-383-4312

Agent's Code Stamp
Agent Code
AFO Code

DEPARTMENT / LOCATION:	APPROXIMATE QUANTITY OF EXTINGUISHERS
Hidalgo County Courthouse ~~Annex I & II~~ 101 S. 10th & 100 N. Closner Edinburg, Texas 78539	48

Courthouse & Annex I & II- consists of the following departments:

92nd District Court
93rd District Court
139th District Court
206th District Court
275th District Court
332nd District Court
370th District Court
389th District Court
398th District Court
Court at Law #1
Court at Law #2
Court at Law #3
Court at Law #4
Master Court #1
Master Court #2
Attorney's Lounge
Computer Department
County Auditor's Office
County Clerk's Office
Courthouse Law Library
Courthouse Security
District Attorney Office
District Clerk Office
Election Department
Mail Room
Sheriff's Substation
Treasurer's Department
Auxiliary Courts
Indigent Defense
Collections Department
Criminal Auxiliary Court A&B

**** Remit billing to Hidalgo County Buildings & Grounds ****

DEPARTMENT / LOCATION:	APPROXIMATE QUANTITY OF EXTINGUISHERS
Building &Grounds 3100 S Bus. 281 Edinburg TX. 78539	4

DEPARTMENT / LOCATION:	APPROXIMATE QUANTITY OF EXTINGUISHERS
WIC Administration Office 3105 W. University Drive Edinburg, Texas 78539	4
WIC Cargo Vans	3
McAllen WIC Clinic 1203 (Modular Bldg) 300 E. Hackberry McAllen, Texas 78501	2
Donna WIC Clinic 301 S. 8th Donna, Texas 78537	2

Mercedes WIC Clinic 540 S. Texas Mercedes, Texas 78570	2
La Joya WIC Clinic 204 West 2nd Street La Joya, Texas 78560	3
Las Milpas WIC Clinic 221 Suites A&B East Dicker Drive Las Milpas, Texas 78560	2
Progreso WIC Clinic (Modular Bldg) 5 Mi. South Business 83 on FM 1015 Progreso, Texas 78579	2
San Juan WIC Clinic 524 South Nebraska San Juan, Texas 78579	4
Alton WIC Clinic Between Glasscock & Shary Rd. Alton, Texas 78572	2
Alamo WIC Clinic 1033 West Frontage Expressway 83 Alamo, Texas 78516	4

DEPARTMENT / LOCATION:	**APPROXIMATE QUANTITY OF EXTINGUISHERS**
Sullivan WIC Clinic Highway 83 Sullivan, Texas 78596	3
Mission WIC Clinic #2 1209 Doherty Mission, Texas 78572	2
McAllen WIC Clinic #2 1201 Houston McAllen, Texs 78501	2
Edinburg WIC Clinic #2 113 Dawson Edinburg, Texas 78539	6
Pharr WIC Clinic #2 1000 E. Old Highway 83 Pharr, Texas 78577	2
Hidalgo County WIC Annex Building 3109 W. University Edinburg, Texas 78539	2
Mobile Clinic 3105 W. University Edinburg, Texas 78539	2

Hidalgo County WIC Annex Building (Behind Adm. Off) 2
3109 W. University
Edinburg, Texas 78539

**** Remit billing to Hidalgo County WIC Adm. Office for the above offices.****
Contact: Margarita @ 381-4646

Clinics Co-located with Health Department as follows:
Billings to these six (6) clinics go directly to Building & Grounds

Edinburg Health Clinic & WIC	**Pharr Health Clinic & WIC**	**Weslaco Health Clinic & WIC**
3105 E. Schunior	1903 N. Fir	1901 North Bridge
Edinburg, Texas 78539	Pharr, Texas 78577	Weslaco, Texas 78596
Mission Health Clinic & WIC	**Hidalgo Co. Clinic & WIC**	**Elsa Health Clinic & WIC**
South Schubach	702 E. Tejano	708 E. Edinburg
Mission, Texas 78572	Hidalgo, Texas 78577	Elsa, Texas 78543

DEPARTMENT / LOCATION:		APPROXIMATE QUANTITY OF EXTINGUISHERS
Hidalgo County Boot Camp 1000 M. Rd. - P.O. Box 1109 Edinburg, Texas 78539	(956) 380-3311	14
Administration Building - (Boot Camp)		
South Exit		1
GED Lab Classroom		1
Receptionist Area		1
Dining Area-East Door		1
Kitchen Area-East Door		1
Kitchen Area-Fire Suppression Extinguisher, Clean up room		1
Alpha Company Billets		
Night Monitor Station		2
Bravo Company Billets		
Night Monitor Station		2
Vans		
Boot Camp Van # 610-596		1
Boot Camp Van # 772-423		1
Probation Dept Van # 761-532		1
Shed		1

**** Remit billing directly to Boot Camp ****

Table 5-2
Hydrostatic Test Interval for Extinguishers

Extinguisher Type	Test interval (years)
Stored Pressure Water, Loaded Stream and/or Antifreeze	5
Wetting Agent	5
AFFF (Aqueous Film Forming Foam)	5
FFFP (Film Forming Fluoroprotein Foam)	5
Dry Chemical with Stainless Steel Shells	5
Carbon Dioxide	5
Dry Chemical, Stored Pressure, with Mild Steel Shells, Brazed Brass Shells, or Aluminum Shells	12
Dry Chemical, Cartridge or Cylinder Operated, with Mild Steel Shells	12

Halogenated Agents.....12
Dry Powder, Stored Pressure, Cartridge-or Cylinder-Operated, with Mild Steel Shells.....12

NOTE: *Stored pressure water extinguishers with fiberglass shells (pre-76) are prohibited from hydrostatic testing due to manufacturer's recall.*

DEPARTMENT / LOCATION:	APPROXIMATE QUANTITY OF EXTINGUISHERS
Hidalgo County Health Department (956) 383-6221 Central Office & Warehouse 1304 South 25th Street Edinburg, Texas 78539	20
Edinburg Clinic 3105 E. Schunior Edinburg, Texas 78539	3
Elsa Clinic 708 Edinburg Street Elsa, Texas 78543	2
Hidalgo Clinic 702 E. Texano Hidalgo, Texas 78557	2
McAllen Clinic 300 E. Hackberry McAllen, Texas 78501	3
Mission Clinic ½ Mile South Breyfogle Mission, Texas 78572	4
Pharr Clinic 1903 N. Fir Pharr, Texas 78577	2
Weslaco Clinic 1901 N. Bridge Weslaco, Texas 78596	3
Mobile Clinic 1304 South 25th Street Edinburg, Texas	3
Pulmonary 1304 South 25th Street Edinburg, Texas 78539	3
Trucks and Vans 1304 South 25th Street Edinburg, Texas 78539	17

DEPARTMENT / LOCATION:	APPROXIMATE QUANTITY OF EXTINGUISHERS
Hidalgo County Juvenile Center 3100 S. Hwy 281 Edinburg, Texas 78540 (956) 381-8600	10
Hidalgo County Auto License Department 100 E. Cano Edinburg, Texas 78539 (956) 318-2158	1
McAllen Sub-Station 300 E. Hackberry (Rear) McAllen, Texas 78501	2
Mission Sub-Station 1201 Doherty Mission, Texas 78572	2
Weslaco Sub-Station 1902 Joe Stephens Weslaco, Texas 78596	2
**** Remit billing to Hidalgo County Buildings & Grounds ****	
Hidalgo County Extension Service 410 N. 13th Edinburg, Texas Contact: Dr. Ida H. Acuna (956) 383-1026	6

4-4.1.4 Every 6 years, stored pressure fire extinguishers that require a 12-year hydrostatic test shall be emptied and subjected to th applicable maintenance procedures. The removal of agent from halogenated agent fire extinguishers shall only be done using a listed halo closed recovery system. When the applicable maintenance procedures are performed during periodic recharging or hydrostatic testing, th 6 year requirement shall begin from that date. **Exception:** *Nonrechargeable fire extinguishers shall not be hydrostatically tested but shal be removed from service at a maximum interval of 12 years from the date of manufacture. Nonrechargeable halogenated agent fir extinguisher shall disposed of in accordance with 4-3.3.3*

DEPARTMENT / LOCATION:	APPROXIMATE QUANTITY OF EXTINGUISHERS
Hidalgo County Sheriff's Office (956) 383-8114 711 El Cibolo Rd. Edinburg, Texas 78540	
Law Enforcement Center	8
Firing range	1
Motor Pool	5
Academy	6
Section	
Sprinkler room	1
Boiler room	1
Main Electrical Room	2
Phone Room	1
Electrical Room	1
Sally Port	1

Booking	1
Photo I.D.	1
Releasing	1
Property	1
Reclass	1
Records	2
Infirmary Pod	2
Alpha	2
Female Property	1
Echo Pod	1
Bravo Pod	1
Fox 1	1
Fox 2	1
Fox 3	1
Fox 4	1
Hotel	1
Gulf 1	1
Gulf 2	1
Gulf 3	1
Gulf 4	1
Charlie Pod	1
Delta 1	1
Delta 2	1
Delta 3	1
Delta 4	1
Echo	1
Kitchen	1
Public Information	1
Library	1
Arraignment	1
Commissary	1
Mailroom	1
Quartermaster	1

Visitation

Bravo/Alpha	2
Charlie	1
Delta	1

Corridors

Alpha	1
Bravo	2
Charlie	3
Delta	
Echo	1
Fox	2
Gulf	2
Infirmary	2
Main Lobby	1

Annex Building
413 North 14th St.
Edinburg, Tx (956) 383-7471

Main Office	1
Equipment Room	1
Westside Hallway	1
Southside Hallway	1

DEPARTMENT / LOCATION:	
Hidalgo County Community Services 1 1/4 N. Moorefield Rd.-Mission, TX. (Main Entrance)	10

DEPARTMENT / LOCATION:	APPROXIMATE QUANTITY OF EXTINGUISHERS
Hidalgo County Precinct #1 1902 Joe Stephens Ave. Weslaco, Texas 78596 (956) 968-8733	4
Precinct #1 Shop	1
Texas Parks & Wildlife	1
Hidalgo County Precinct #2 (956- 787-1891) 301 E. State Pharr, Texas	
Vehicle /Equipment 1, 2, 3, 4, 5, 6, 9, 11, 12, 13, 15, 21, 22,, 28, 29, 30, 31, 32, 34, 35, 37, 43, 44, 46, 50	25
Office	1
front	1
Back Door	1
o/s between shop office	
Shop- 329 E. State-Pharr, Tx	1
S. Wall	1
E. Wall	1
Welder	3
Spare	
S/E Offices	1
S/W Wall	1
N/E Wall	1
Back	
301 E. Hackberry-Palmer Pavilion	
Main Bldg.	7
Kitchen	3
Les Gilmore Kitchen	1
White Building	1
Metal Shed	1
House	
Las Milpas Pool	
6 ½ Mi. S. Jackson Rd & Anaya-Las Milpas, Tx	1
Attendant Booth	1
Tool Room	
County Wide Shop-101 N. Cypress-Pharr	
Euipment/Vehicles	4
#39, 49, 59, 1988 Western Star	3
Shop/Pole 1,2, 3	

DEPARTMENT / LOCATION:	APPROXIMATE QUANTITY OF EXTINGUISHERS
Hidalgo County Precinct #3 (956-585-4509) 724 N. Breyfogle Mission, Texas	51

Pct-#3- Constable 12
730 N. Breyfogle St. B
Mission Tx.

Pct-#3-Penitas Landfill 11
7 Miles West of Mission on Military Road
Penitas, Texas

Pct-#3-Anzalduas Park 18
4 Miles South of Mission on FM 1016
Mission, Tx

Hidalgo County Precinct #4 (383-3112)
1102 N. Doolittle
Edinburg, Texas 78539

Office 72
Landfill 5

****Remit billing to each Precinct (separately)****

J.P. Judge Gilbert Saenz 2
1902 Joe Stephens Ste.301
Weslaco, Texas

J.P. Jesus Morales 2
1902 Joe Stephens Ste.302
Weslaco, Texas

J.P. Ismael "Melo" Ochoa 1
4500 E. Expressway 83
Palmview, Texas

J.P. Charlie Espinoza 3
1212 S. 25th
Edinburg, Texas

Constable Gilbert Alaniz-Pct#2 1
523 S. Standard
San Juan, Tx

Constable Walo Bazan - Pct #5 8-vehicles
335 W. 9nd
Elsa, Tx

San Carlos Warehouse 7
N 86th St.
San Carlos Tx.

San Juan CRC Bldg. 1
509 E. Earling Rd.
San Juan Tx.

Human Services (La Mansion) 4
2401 N. Moorefield
Mission Tx.

CERTIFICATE OF INSURANCE

SUCH INSURANCE AS RESPECTS THE INTEREST OF THE CERTIFICATE HOLDER NAMED BELOW WILL NOT CANCELED OR OTHERWISE TERMINATED WITHOUT GIVING 10 DAYS PRIOR WRITTEN NOTICE TO T CERTIFICATE HOLDER, BUT IN NO EVENT SHALL THIS CERTIFICATE BE VALID MORE THAN 30 DAYS FR THE DATE WRITTEN. THIS CERTIFICATE OF INSURANCE DOES NOT CHANGE THE COVERAGE PROVIDED ANY POLICY DESCRIBED BELOW.

This certifies that:
- ☒ STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY of Bloomington, Illinois
- ☐ STATE FARM FIRE AND CASUALTY COMPANY of Bloomington, Illinois
- ☐ STATE FARM COUNTY MUTUAL INSURANCE COMPANY OF TEXAS of Dallas, Texas
- ☐ STATE FARM INDEMNITY COMPANY of Bloomington, Illinois, or
- ☐ STATE FARM GUARANTY INSURANCE COMPANY of Bloomington, Illinois

has coverage in force for the following Named Insured as shown below:

NAMED INSURED: SANDRA HOPKINS

ADDRESS OF NAMED INSURED: 715 DAWSON ST EDINBURG, TEXAS 78539

POLICY NUMBER	R50 1632-F08-53H			
EFFECTIVE DATE OF POLICY	12/06			
DESCRIPTION OF VEHICLE (Including VIN)	2001 DODGE CARAVAN 2B4GP44GX1R176907			
LIABILITY COVERAGE	☒ YES ☐ NO	☐ YES ☐ NO	☐ YES ☐ NO	☐ YES ☐ NO
LIMITS OF LIABILITY a. Bodily Injury Each Person	500			
Each Accident	500			
b. Property Damage Each Accident	500			
c. Bodily Injury & Property Damage Single Limit Each Accident				
PHYSICAL DAMAGE COVERAGES a. Comprehensive	☒ YES ☐ NO $ 200 Deductible	☐ YES ☐ NO $ Deductible	☐ YES ☐ NO $ Deductible	☐ YES ☐ NO $ Deductit
b. Collision	☒ YES ☐ NO $ 250 Deductible	☐ YES ☐ NO $ Deductible	☐ YES ☐ NO $ Deductible	☐ YES ☐ NO $ Deductit
EMPLOYERS NON-OWNED CAR LIABILITY COVERAGE	☐ YES ☐ NO	☐ YES ☐ NO	☐ YES ☐ NO	☐ YES ☐ NO
HIRED CAR LIABILITY COVERAGE	☐ YES ☐ NO	☐ YES ☐ NO	☐ YES ☐ NO	☐ YES ☐ NO
FLEET - COVERAGE FOR ALL OWNED AND LICENSED MOTOR VEHICLES	☐ YES ☐ NO	☐ YES ☐ NO	☐ YES ☐ NO	☐ YES ☐ NO

Signature of Authorized Representative | Title | Agent's Code Number | Date

Name and Address of Certificate Holder

HIDALGO COUNTY
100 E CANO
EDINBURG, TEXAS 78539

Name and Address of Agent

SAMUEL SALDIVAR
2108 S HWY 281
EDINBURG, TEXAS 78539

INTERNAL STATE FARM USE ONLY:
- ☐ Request permanent Certificate of Insurance for liability coverage.
- ☐ Request Certificate Holder to be added as an Additional Insured.

122429.3 Rev. 07-26-2005

Affidavit & Indemnity Agreement

Date: January 9, 2007

Affiant: Sandra Hammer

Affiant on oath swears that the following statements are true and are within the personal knowledge of Affiant:

"Affiant has acted as a contractor for **Corky's Fire Extinguisher Sales & Service Co.in** connection with Hidalgo County under quotes with Hidalgo County dated September 30, 2006 Affiant provided services for Hidalgo County under the Hidalgo County quotes commencing on September 30, 2006 and ending September 30, 2007.

"During the period in which Affiant provided services, Affiant did X did not posses **Worker's Compensation Insurance** covering Affiant, in at least the amounts required of (see Exhibit "C") under his contract with Hidalgo County."

Affiant agrees to indemnify, defend and hold harmless the County of Hidalgo and its agents, employees and elected officials from and against any and all claims, suits, demands and causes of action, of any kind or nature, arising out of or in any way relating to the services performed by Affiant under the contract between **Corky's Fire Extinguisher Sales & Service Co.** and the County of Hidalgo.

Further Affiant sayeth not.

Sandra Hammer

Printed Name of Affiant: SANDRA HAMMER

SWORN AND SUBSCRIBED TO under oath before me on 10th day of January 2007

Hilda L Lazo

Notary Public, State of Texas

HILDA L LAZOS
Notary Public
STATE OF TEXAS
My Comm. Exp. 05-07-2009

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY) 2/21/200

PRODUCER (713)521-9251 FAX: (713)521-0125
El Dorado Insurance Agency
2515 North Blvd.
P O BOX 66571
Houston TX 77266

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATIC ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICA HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND (ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
Corky's Fire Extinguisher
Sales & Service Co.
P.O. Box 6055
McAllen TX 78502

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: First Mercury Insurance	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PER THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLI AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR [X] Errors & Omissions GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC	FMMI009626-2	2/17/2007	2/17/2008	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000, $ 50, $ 5, $ 1,000, $ 2,000, $ 2,000,
		AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
		GARAGE LIABILITY [ ] ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
		EXCESS/UMBRELLA LIABILITY [ ] OCCUR [ ] CLAIMS MADE [ ] DEDUCTIBLE [ ] RETENTION $				EACH OCCURRENCE AGGREGATE	$ $
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
		OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
The Certificate Holder is named as Additional Insured on the General Liability policy only as required by Written Contract.

CERTIFICATE HOLDER

County of Hidalgo
Attn: Mary Maldonado-Purchasing
100 East Cano
Edinburg, TX 78539

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
R.L. Ring, Jr./ED375

© ACORD CORPORATION

AI-10597 **14.A.14.**

Request for Payment Application No. 3 from Enriquez Enterprises for Hidalgo Co. Headstart Central Kitchen

CC REGULAR

Date: 08/19/2008
Submitted By: Rocio Villarreal, PURCHASING DEPT.
Submitted For: Rocio Villarreal
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Hidalgo County

Information

CAPTION

Approval of Request for Application No. 3 in the amount of $80,783.25 from awarded contractor, Enriquez Enterprises, Inc., for the, "Construction of Hidalgo County Headstart Central Kitchen," and as certified for payment by project architect, Rike Ogden Figueroa Allex Architects.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1336-444-00-220-032-0-720
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

PO#600547 has $613,636.00 available, as of 8/14/08, for pending payment.

Attachments

Link: Payment No. 3

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	08/14/2008 11:41 AM	APRV
2	Budget & Management	Veronica Lopez	08/14/2008 01:01 PM	APRV
3	Dale Kennan	Dale Kennan	08/14/2008 01:56 PM	APRV
4	Auditor's Office	Linda Fong	08/14/2008 02:04 PM	APRV
5	Joy Hsu	Joy Hsu	08/14/2008 04:48 PM	APRV
6	Linda Fong		08/15/2008 05:32 PM	NEW

Form Started By: Rocio Villarreal — Started On: 08/13/2008 11:39 AM

Final Approval Date: 08/15/2008

rofa
architects

rike
ogden
figueroa
allex

August 1, 2008

Angela Garcia
Hidalgo County Office of Budget & Management
2818 S. Hwy. 281
Edinburg, Texas 78539

Re: Hidalgo County Headstart Kitchen
Purchase Order No. for Enriquez Enterprises is 600547

Dear Ms. Garcia:

Enclosed please find three sets of the following:

1. AIA Document G702, "Application and Certificate for Payment **#3** submitted by Enriquez Enterprises, Inc. in the amount of **$80,783.25.**
2. Statement of Surety Company for Review of Application for Payment **#3** dated July 29, 2008.
3. Affidavit and Partial Waiver of Lien #3 from Enriquez Enterprises, Inc. dated July 25, 2008.

If you have any questions please do not hesitate to call our office.

Sincerely,
Rike Ogden Figueroa Allex Architects Inc.

Luis A. Figueroa, AIA
Principal

Cc: Lupita Garza, Accounting Clerk (1 set)
Martha Salazar, Hidalgo County Purchasing Agent (1 set)

Received by: _____

HIDALGO COUNTY
BUDGET OFFICE
2008 AUG 11 AM 9 32

1007 Walnut Ave. • McAllen, TX 78501 • v:956 686 7771 • f:956 687 3433

rofa
architects

rike
ogden
figueroa
allex

August 1, 2008

Angela Garcia
Hidalgo County Office of Budget & Management
2818 S. Hwy 281
Edinburg, Texas 78539

Re: Hidalgo County Headstart Central Kitchen
Purchase Order No. for Enriquez Enterprises is 600547

Dear Ms. Garcia:

Enclosed please find three sets of the following:

1. AIA Document G702, "Application and Certificate for Payment **#3** submitted by Enriquez Enterprises, Inc. in the amount of **$80,783.25.**

If you have any questions please do not hesitate to call our office.

Sincerely,

Rike Ogden Figueroa Allex Architects Inc.

Luis A. Figueroa, AIA
Principal

Cc: Lupita Garza, Accounting Clerk (1 set)
Martha Salazar, Hidalgo County Purchasing Agent (1 set)

Received by: _____

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APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702 PAGE ONE OF PAGES

TO OWNER County of Hidalgo	PROJECT:	Hidalgo County Headstart Central Kitchen	APPLICATION NO: Three	Distribution to:
				X OWNER
Edinburg, TX 78539			PERIOD TO: July 25, 2008	X ARCHITECT
FROM CONTRACTOR:	VIA ARCHITECT	Rike-Ogden-Figueroa Architects		CONTRACTOR
Enriquez Enterprises, Inc.		1007 Walnut Ave.		
P.O. Box 2999		McAllen, TX 78501	PROJECT NOS: Forty-Nine	
Edinburg, TX 78540				
CONTRACT FOR:	General Construction		CONTRACT DATE: March 2008	

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM		$722,000.00
2. Net change by Change Orders		
3. CONTRACT SUM TO DATE (Line 1 ± 2)	$	722,000.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	$	410,438.00
5. RETAINAGE:		
a. 5 % of Completed Work (Column D + E on G703)	20,521.90	
b. 5 % of Stored Material (Column F on G703)		
Total Retainage (Lines 5a + 5b or Total in Column I of G703)		20,521.90
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)		389,916.10
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		309,132.85
8. CURRENT PAYMENT DUE		$80,783.25
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	$	332,083.90

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS	$0.00	$0.00
NET CHANGES by Change Order		$0.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:
Enriquez Enterprises, Inc.

By: _____ Date: July 25, 2008

State of: Texas County of: Hidalgo
Subscribed and sworn to before me this 25th day of July
Notary Public: Esther E. Hernandez
My Commission expires: 4-19-2012

ESTHER E. HERNANDEZ
MY COMMISSION EXPIRES
April 19, 2012

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED . . . . . $ 80,783.25

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

ARCHITECT: Rike-Ogden-Figueroa Architects

By: _____ Date: 8.4.8

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

AIA DOCUMENT G702 · APPLICATION AND CERTIFICATION FOR PAYMENT · 1992 EDITION · AIA · ©1992 THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, DC 20006-5292

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

CONTINUATION SHEET

AIA DOCUMENT G703

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: Three
APPLICATION DATE: July 25, 2008
PERIOD TO: July 2008
ARCHITECT'S PROJECT NO: Forty-Nine

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
1	Bonds & Insurance	$14,000.00	$14,000.00			$14,000.00	100.00%		$700.00
2	General Conditions	$15,300.00	$3,750.00	$5,000.00		$8,750.00	57.19%	$6,550.00	$437.50
3	Supervision	$24,000.00	$12,000.00	$4,000.00		$16,000.00	66.67%	$8,000.00	$800.00
4	Temporary Fence/Barricade	$5,000.00	$5,000.00			$5,000.00	100.00%		$250.00
5	Dumpster/Trash Removal	$6,000.00		$2,000.00		$2,000.00	33.33%	$4,000.00	$100.00
6	Equipment Rental	$4,500.00		$1,500.00		$1,500.00	33.33%	$3,000.00	$75.00
7	Progress Cleaning	$3,000.00		$1,000.00		$1,000.00	33.33%	$2,000.00	$50.00
8	Field Engineering	$1,500.00	$1,500.00			$1,500.00	100.00%		$75.00
9	Temporary Light	$2,500.00						$2,500.00	$0.00
10	Building Pad/Select Fill	$13,620.00	$13,620.00			$13,620.00	100.00%		$681.00
11	Utilities: Sewer	$16,155.00	$16,155.00			$16,155.00	100.00%		$807.75
12	Utilities: Water	$17,500.00						$17,500.00	$0.00
13	Utilities: Storm	$4,274.00	$4,274.00			$4,274.00	100.00%		$213.70
14	Asphalt Paving (Site Work)	$30,807.00	$7,000.00			$7,000.00	22.72%	$23,807.00	$350.00
15	Concrete Paving (Site Work)	$3,600.00						$3,600.00	$0.00
16	Concrete Curb & Gutter (Site Work)	$4,512.00						$4,512.00	$0.00
17	Final Grading & Swells	$2,500.00						$2,500.00	$0.00
18	Termite Control	$531.00	$531.00			$531.00	100.00%		$26.55
19	Concrete Foundation	$20,200.00	$20,200.00			$20,200.00	100.00%		$1,010.00
20	Reinforcing Steel: Foundation	$7,058.00	$7,058.00			$7,058.00	100.00%		$352.90
21	Concrete Pump	$1,500.00	$1,500.00			$1,500.00	100.00%		$75.00
22	Concrete Sidewalks (Site Work)	$6,920.00						$6,920.00	$0.00
23	Light Pole (Site Work)	$1,000.00						$1,000.00	$0.00
24	Masonry	$44,000.00	$44,000.00			$44,000.00	100.00%		$2,200.00
25	Reinforcing Steel: Masonry	$0.00							$0.00
26	Splash Blocks	$500.00						$500.00	$0.00
27	Structural Steel	$47,000.00	$47,000.00			$47,000.00	100.00%		$2,350.00
28	Trench Covers/Pipe bollards (Site Work)	$800.00						$800.00	$0.00
29	Custom Cabinets	$1,500.00						$1,500.00	$0.00

CONTINUATION SHEET

AIA DOCUMENT G703

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: Three
APPLICATION DATE: July 25, 2008
PERIOD TO: July 2008
ARCHITECT'S PROJECT NO: Forty-Nine

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
30	Dampproofing & Waterproofing	$9,200.00	$9,200.00			$9,200.00	100.00%		$460.00
31	Joint Sealers	$5,000.00	$5,000.00			$5,000.00	100.00%		$250.00
32	Hollow Metal Frames & Doors	$7,386.00	$7,386.00			$7,386.00	100.00%		$369.30
33	Wood Doors	$2,170.00		$2,170.00		$2,170.00	100.00%		$108.50
34	Finish Hardware	$8,450.00	$6,905.00	$297.00		$7,202.00	85.23%	$1,248.00	$360.10
35	Installation of HMF, Doors, & Hardware	$6,000.00						$6,000.00	$0.00
36	Special Doors	$1,756.00		$1,756.00		$1,756.00	100.00%		$87.80
37	Installation of Special Door	$500.00		$500.00		$500.00	100.00%		$25.00
38	Glass & Glazing	$890.00		$890.00		$890.00	100.00%		$44.50
39	Gypsum Drywall	$5,600.00	$5,600.00			$5,600.00	100.00%		$280.00
40	Portland Cement Plaster	$7,800.00		$7,800.00		$7,800.00	100.00%		$390.00
41	Ceramic Tile Floor Finish	$2,850.00						$2,850.00	$0.00
42	Acoustical Ceilings	$12,600.00		$5,000.00		$5,000.00	39.68%	$7,600.00	$250.00
43	Resilient Base	$2,400.00						$2,400.00	$0.00
44	Painting	$12,000.00		$4,320.00		$4,320.00	36.00%	$7,680.00	$216.00
45	Lockers	$5,000.00						$5,000.00	$0.00
46	Identifying Devices	$602.00						$602.00	$0.00
47	Fire Extinguishers/Cabinets	$650.00						$650.00	$0.00
48	Toilet Accessories	$1,934.00	$1,934.00			$1,934.00	100.00%		$96.70
49	Installation of Specialty Items	$2,800.00						$2,800.00	$0.00
50	Food Service Equipment	$32,975.00						$32,975.00	$0.00
51	Mapes Canopies	$5,146.00	$5,146.00			$5,146.00	100.00%		$257.30
52	Plumbing	$71,361.00	$26,436.00	$12,472.00		$38,908.00	54.52%	$32,453.00	$1,945.40
53	HVAC	$62,000.00	$36,000.00	$23,650.00		$59,650.00	96.21%	$2,350.00	$2,982.50
54	Electrical	$81,400.00	$21,208.00	$12,680.00		$33,888.00	41.63%	$47,512.00	$1,694.40
55	Permits	$3,000.00	$3,000.00			$3,000.00	100.00%		$150.00
56	Landscape Allowance	$6,000.00						$6,000.00	$0.00
57	Betterment Allowance	$12,000.00						$12,000.00	$0.00
58	Final Clean-up	$1,470.00						$1,470.00	$0.00

CONTINUATION SHEET

AIA DOCUMENT G703

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APPLICATION NO: Three
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ARCHITECT'S PROJECT NO: Forty-Nine

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
59	Plumbing Allowance	$5,000.00						$5,000.00	$0.00
60	HVAC Allowance	$5,000.00						$5,000.00	$0.00
61	Electrical Allowance	$17,000.00						$17,000.00	$0.00
62	Contractor's Fee	$24,283.00						$24,283.00	$0.00
									$0.00
									$0.00
									$0.00
									$0.00
									$0.00
									$0.00
									$0.00
	GRAND TOTALS	$722,000.00	$325,403.00	$85,035.00		$410,438.00	56.85%	$311,562.00	$20,521.90

PAYMENTS AND COMPLETION

"This is to confirm that we have reviewed the application for payment no. **three** submitted by **Enriquez Enterprises, Inc.**, the Contractor, for work performed for **Hidalgo County Headstart Central Kitchen** and that we approve, without reservation, of the payment of the requested funds to the Contractor by Hidalgo County."

Signature of Surety: _____

Andy Alvarez
Valley Insurance Providers
Bonding Agent

Acknowledgement

This instrument was acknowledged before me, the undersigned authority, by

Andy Alvarez on the 29th day of July, 2008

ESTHER E. HERNANDEZ
MY COMMISSION EXPIRES
April 19, 2012

_____
Notary Public for the State of Texas

AFFIDAVIT AND PARTIAL WAIVER OF LIEN #3
THE STATE OF TEXAS COUNTY OF HIDALGO

PROJECT: Construction of the Hidalgo County Headstart Central Kitchen

BEFORE ME, the undersigned authority, on this day personally appeared, **Gilbert Enriquez,** who being duly sworn, upon his oath, declares and acknowledges as follows:

1. I am a duly authorized representative of **Enriquez Enterprises, Inc.** (the "General Contractor").

2. There are no known mechanic's, materialman's or laborers' liens or claims, or any other liens or claims, legal or equitable, contractual, statutory, or constitutional, outstanding or known to exist at the date of this Application. All due and payable bills with respect to the Work have been paid to date or are included in the amount requested in the current Application and there is no known basis for the filing of any mechanic's materialman's or laborer's lien or claim or any other lien or claim, legal or equitable, contractual, statutory, or constitutional, on the Work.

EXECUTED this 25th day of July 2008

By:_____
Gilbert Enriquez, VP

Subscribed and Sworn to before me by the said Vice President of Enriquez Enterprises, Inc. this 25th day of July 2008, to certify which witness my hand and seal of office.

Seal:

ESTHER E. HERNANDEZ
MY COMMISSION EXPIRES
April 19, 2012

NOTARY PUBLIC in and for
The State of Texas

Esther E. Hernandez

My Commission Expires on: 4-19-2012

AI-10612 **14.A.15.**

Authority to Advertise Bids and/or Proposals for Pre-Positioned Contracts-Disaster Related Services

CC REGULAR

Date: 08/19/2008
Submitted By: Marty Salazar, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Hidalgo County

---

Information

CAPTION

A. Pursuant to a directive by Hidalgo County Commissioners Court, requesting authority to advertise and/or issue bids, requests for proposals for awarding of pre-positioned awarded contracts in connection with disaster recovery related services or products including, but not limited to, the following:

1. Disaster Recovery and Related Services;
   a) Using the approved "pool" firms through our membership/participation with HGAC; or, in the alternative,
   b) Develop and draft our own requirements, scopes of services, specifications, etc. and advertise;
2. Aerial Insect and/or Mosquito Spraying Services;
3. Ditch Mowing and Maintenance Services;
4. Sand & Sand Bags;
5. Fuel Services (note: State of Texas has this bid pre-positioned and awarded, but can only be utilized after the Governor issues the disaster declaration);
6. Other goods and/or services as may be determined by CC.

B. Requesting approval to utilize all State of Texas pre-positioned contracts (necessary and applicable) subsequent to Governor's declaration of disaster and subject to all requirements for utilization as set forth by the State of Texas.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

At this time the fiscal impact cannot be determined until such time as bid or proposals are received and contemplated for award.

Attachments

Link: STATE EMERGENCY CONTRACTS

Link: CONSULTING LEASING & STAFFING SERVICES

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Martha Salazar	Marty Salazar	08/14/2008 03:14 PM	APRV
2	Purchasing Department (Originator)	Marty Salazar	08/14/2008 03:27 PM	APRV
3	Budget & Management	Veronica Lopez	08/14/2008 03:46 PM	APRV
4	Erika Reyna	Erika Reyna	08/14/2008 04:47 PM	APRV
5	Auditor's Office		08/15/2008 05:32 PM	NEW

Form Started By: Marty Salazar — Started On: 08/13/2008 03:08 PM

Final Approval Date: 08/15/2008

Window on State Government

Susan Combs Texas Comptroller of Public Accounts

State of Texas CO-OP Listing for HIDALGO COUNTY

Search Co-Op Members

GO

HIDALGO COUNTY

Agency #	**C1080**
Contact	**MARTHA L SALAZAR, PUR DIR**
Address	**100 EAST CANO ST, STE 202 EDINBURG, TX 78539**
Phone #	**956/318-2626**
FAX #	**956/318-2629**
E-mail	**martha.salazar@co.hidalgo.tx.us**
Alt. E-mail	
Travel Eligible	**Y**
Expiration Date	**10-MAR-2009**

Go to COUNTIES
Go to Alpha Listing - H
Go to Member Page

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Privacy and Security Policy | Accessibility Policy | Link Policy | Public Information Act | Compact with Texans

Window on State Government

Susan Combs Texas Comptroller of Public Accounts

State Emergency Management Contingency Contract Awards

TPASS has established the contracts listed below for 2007-08 for state agency and cooperative purchasing member use during state emergencies. These contracts are for 5-year duration with 3 option years and are renewable each year. The contingency contracts have been renewed for the 2007-2008 year.

Multiple vendors were awarded contracts for certain commodities to meet anticipated demand. TPASS has also established statewide contracts for buses, helicopters, and fuel to be administered by TPASS staff during emergencies in conjunction with the State Operations Center (SOC).

Key Contacts:

Contract questions: Contact TPASS Purchaser Don Brandy at (512) 475-2351 or Procurement Customer Service at (512) 463-6363.
General questions regarding TPASS support for state emergencies:
Contact Cody Hays at (512) 463-3392.
State of Texas emergency resources: Visit the Texas Emergency Portal.

Contract Awards:

Bath Towels, American Textile Systems [PDF]
Bath Towels, Unitex International [PDF]
Blankets, Acme Supply Co., LTD. [PDF]
Blankets, Charm-Tex Inc. [PDF]
Blankets, Northwest Woolen Mills [PDF]
Bottled Water, Royal Pacific Tea Co. [PDF]
Bottled Water, Temac Solutions, Inc. [PDF]
Buses, Coach USA [PDF]
Cots, Charleston Basics [PDF]
Cots, Seating Specialist, Inc. [PDF]
Cots, Sources Unlimited [PDF]
Delivery Service/Dry Goods, Tiger Transportation [PDF]
Delivery Service/Dry Goods, All Points Pioneer [PDF]
Delivery Service/Dry Goods, Excargo Services Inc. [PDF]
Delivery Service/Dry Goods, Griffin Moving Services, Inc. [PDF]
Fork Lift, Equipment Depot, LTD [PDF]
Fuel, Macro Oil [PDF]
Fuel, Sun Coast Resources, Inc. [PDF]
Generators, Cummins Southern Plains, LTD [PDF]
Generators, Kohler Rental Power [PDF]

Generators, Stewart & Stevenson [PDF]
Helicopters, Carson Helicopters, Inc. [PDF]
Helicopters, Evergreen Helicopters International, Inc. [PDF]
Mobile Fuel Tank Stations, Star Tex Gas and Oil Distributors [PDF]
Pet Supplies, TW Medical [PDF]
Portable Toilets, 3D's Plumbing [PDF]
Portable Toilets, The Outhouse Company [PDF]
Portable Toilets, United Site Services [PDF]
Portable Toilets, We-Rent-It [PDF]
Refrigerated Trailer, Healthy Resources Enterprise [PDF]

Additional Contracts and Sources

For additional contracts which may contain products/services to respond to a declared emergency, please see the following:

CPA Term Contracts
TXMAS Contracts

For additional sources to obtain products or services not currently on contract, please search the Centralized Master Bidders List (CMBL).

Harlingen, City of Waterworks System	Harlingen	TX
Harmony VFD	San Antonio	TX
Harris County	Houston	TX
Harris County Department of Education	Houston	TX
Harris County Emergency Medical Service West	Katy	TX
Harris County Emergency Service District # 4	Huffman	TX
Harris County Emergency Service District #1	Houston	TX
Harris County Emergency Services District #48	Houston	TX
Harris County Emergency Services District No. 5	Crosby	TX
Harris County Emergency Services District No. 7	Spring	TX
Harris County ESD #17	Houston	TX
Harris County ESD #20	Houston	TX
Harris County ESD #46	Houston	TX
Harris County ESD #80	Crosby	TX
Harris County ESD #9	Houston	TX
Harris County Fresh Water Supply District #51	Houston	TX
Harris County Hospital District	Houston	TX
Harris County Housing Authority	Houston	TX
Harris County MUD #168	Houston	TX
Harris County Municipal Management District #1	Houston	TX
Harris County Water Control & Improvement Dist. #110	Spring	TX
Harris County Water Control & Improvement Dist. #36	Houston	TX
Harris County Water Control and Improvement Dist. # 36	Houston	TX
Harris-Fort Bend Emergency Services District #100	Houston	TX
Harris-Galveston Subsidence District	Friendswood	TX
Harrison County	Marshall	TX
Harrison County Emergency Services District #4	Marshall	TX
Harrison County Emergeny Services District No. 2	Marshall	TX
Hart, City of	Hart	TX
Haskell, City of	Haskell	TX
Haslet, City of	Haslet	TX
Hawkins, City of	Hawkins	TX
Hawley, City of	Hawley	TX
HAYS CISD	Kyle	TX
Hays County	San Marcos	TX
Hays County E.S.D. #3	San Marcos	TX
Hearne, City of	Hearne	TX
Heart of Texas Council of Governments	Waco	TX
Heart of Texas Region MHMR	Waco	TX
Heath, City of	Heath	TX
Hedwig Village, City of	Houston	TX
Helotes, City of	Helotes	TX
Hemphill County	Canadian	TX
Hemphill, City of	Hemphill	TX
Hempstead, City of	Hempstead	TX
Henderson County	Athens	TX
Henderson, City of	Henderson	TX
Hereford, City of	Hereford	TX
Hewitt, City of	Hewitt	TX
Hickory Creek Special Utility District	Celeste	TX
Hickory Creek, Town of	Hickory Creek	TX
Hico, City of	Hico	TX
Hidalgo County	Edinburg	TX
Hidalgo County Drainage Dist. #1	Edinburg	TX
Hidalgo County Irrigation District #2, San Juan	San Juan	TX
Hidalgo County Irrigation District #6, Mission	Mission	TX
Hidalgo County Water Improvement District #3, McA	McAllen	TX
Hidalgo, City of	Hidalgo	TX
Higgins Independent School District	Higgins	TX
High Island Independent School District	High Island	TX
Highland Park, The Town of	HighlandPark	TX
Highland Village, City of	Highland Village	TX
Hill Country Village, City of	Hill Country Village	TX
Hill County	Hillsboro	TX
Hillcrest Village, City of	Hillcrest Village	TX
Hillsboro, City of	Hillsboro	TX
Hitchcock Independent School District	Hitchcock	TX
Hitchcock, City of	Hitchcock	TX
Holiday Lakes, Town of	Holiday Lakes	TX
Holliday, City of	Holiday	TX
Holly Lake VFD, Inc.	Holly Lake Ranch	TX
Hollywood Park, Town of	Hollywood Park	TX
Hondo Independent School District	Hondo	TX
Hondo, City of	Hondo	TX
Honey Grove, City of	Honey Grove	TX
Hood County	Granbury	TX
Hood County Hospital District	Granbury	TX
Hooks, City of	Hooks	TX
Hopkins County	Sulphur Spring	TX
Horizon City, Town of	Horizon	TX
Horseshoe Bay, City of	Horseshoe Bay	TX
Housing Authority of the City of Galveston	Galveston	TX
Housing Authority of the City of Mission	Mission	TX
Housing Authority of the County of Hidalgo	Weslaco	TX
Houston Christian High School	Houston	TX
Houston Community College System	Houston	TX
Houston County	Crocket	TX
Houston Housing Authority	Houston	TX
Houston Independent School District	Houston	TX
Houston Zoo, Inc.	Houston	TX
Houston, City of	Houston	TX
Houston, University of, Downtown Campus	Houston	TX
Houston-Galveston Area Council	Houston	TX

HGACBuy THE SMART PURCHASING SOLUTION

CONSULTING LEASING & STAFFING SERVICES

ENVIRONMENTAL, COMMUNITY PLANNING, ENGINEERING & HOMELAND SECURITY

Contract No.: EN11-04

Effective Date: December 31, 2008

The following table shows H-GAC's contracted consulting and engineering firms, and the categories/subcategories of services each is able to provide. Contact the contractor directly to discuss scope of work and to obtain detailed H-GAC contract pricing.

- Environmental Services & Studies
- Protected Species Coordination
- Historical/Archeological Projects
- Health & Quality-of-Life Studies & Assessments
- Additional Services
- Community Planning
- Studies & Additional Services
- Transportation Systems Planning
- Schematic Development
- Transportation Design & Inspection Projects
- Traffic Engineering and Operations Studies
- Traffic Operations Design
- Hydraulic Design and Analysis
- Materials Inspection and Testing
- Geotechnical Services
- Surveying and Mapping
- Additional Services
- HOMELAND SECURITY & EMERGENCY PLANNING
- Planning & Preparedness Services
- Management Services
- Emergency Response Services
- Site Assessment, Monitoring & Restoration
- Training

Environmental Services & Studies

	BATTELLE	ECOLOGY & ENVIRONM'T	LANE KENDIG	URS CORP.
Environmental Planning	X	X	X	X
Environmental Compliance	X	X		X
Environmental Monitoring	X	X		X
Environmental/Occupational Training	X			X
Environmental Impact Studies	X	X		X
Environmental Document Preparation	X	X		X
Pollution Prevention Plans & Surveys	X	X		X

Back to top

Protected Species Coordination

	BATTELLE	ECOLOGY & ENVIRONM'T	TETRA TECH EM	URS CORP.
Wetland Delineation	X	X	X	X
Protected Species Determination	X	X	X	X
Impact Evaluation Assessments	X	X	X	X
Biological Surveys	X	X	X	X

Back to top

Historical/Archeological Projects

	BATTELLE	ECOLOGY & ENVIRONM'T	TETRA TECH	URS CORP.

VENDOR CONTACTS

Battelle
Michael Weimer
(P): 210-738-8771
(F): 210-737-5928
Click here for Email

Beck Disaster Recovery, Inc.
John Buri
(P): 713-737-5763
(F): 407-.80-3.57
Click here for Email

Dewberry & Davis
Ted Van Kirk
(P): 703-849-0529
(F): 703-206-0803
Click here for Email

Ecology & Environment, Inc.
Aaron Tuley
(P): 713-344-3000
(F): 713-344-3001
Click here for Email

ISI, Inc.
Hanan Yadin
(P): 866-586-4949
(F): 713-586-8857
Click here for Email

Lane Kendig, Inc
Bret C. Keast, AICP
(P): 877-553-6344
(F): 281-343-5074
Click here for Email

RCC Consultants
Greg Munchrath
(P): 281-999-1441
(F): 281-999-1546
Click here for Email

RW Beck Inc.
David S. Yanke
(P): 512-450-0991
Click here for Email

URS Corporation
Ed Matuszak
(P): 713-914-6425
(F): 713-789-8404
Click here for Email

Wilbur Smith Associates
Robert Babineaux
(P): 713-785-0080
Click here for Email

H-GAC CONTACTS

Palmer Jackie
(P): 713-993-2466 , Ext: 2466
(F): 713-993-4548
jackie.palmer@h-gac.com

			EM	
Surveys, Research, & Documentation of Historic Buildings, Structures, & Objects	X	X	X	X
Preservation Projects including Historic Architectural Work	X		X	X
Archeological Surveys, Documentation, Excavations, Testing Reports & Data Recovery Plans	X	X	X	X
Historical & Archival Research	X	X	X	X

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Health & Quality-of-Life Studies & Assessments

	BATTELLE	ECOLOGY & ENVIRONM'T	RW BECK	URS CORP.
Water Quality Studies	X	X		X
Stormwater Management	X	X	X	X
Air Quality Analysis	X	X		X
Traffic Noise Analysis		X		X
Public Health Assessments	X	X		X
Waste Management Services	X	X	X	X
Wastewater Treatment	X	X	X	X

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Additional Services

	BATTELLE	ECOLOGY & ENVIRONM'T	RW BECK	URS CORP.
Site Assessments & Remediation	X	X		X
IT & GIS Enabled Services	X	X		X
Litigation Support	X	X	X	X
Natural Resource Inventory Analysis	X	X		X
Remote Advisory Services		X		X
Chemical Testing and Analysis	X	X		X
Socio-Economic & Environmental Justice Analyses	X	X		X
Siting, Licensing, & Permitting		X	X	X

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Community Planning

	ECOLOGY & ENVIRONM'T	LANE KENDIG	RW BECK	URS CORP.	WILBER SMITH
Comprehensive Planning	X	X		X	X
Community Visioning		X		X	X
Land Use Planning	X	X		X	X
Site Plan Review	X	X		X	

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Studies & Additional Services

	ECOLOGY & ENVIRONM'T	LANE KENDIG	RW BECK	URS CORP.	WILBER SMITH
Development Regulations	X	X		X	
Traffic Impact Analysis	X			X	
Impact Fees	X		X	X	
Historic Preservation	X			X	
Public Participation	X			X	
Urban Design	X			X	

Back to top

Transportation Systems Planning

	URS

	CORP.
Policy Planning	X
Systems Planning	X
Corridor Planning	X
Coordinated Land Use/Transportation Planning	X
Feasibility Studies	X
Major Investment Studies	X
Pedestrian/Bicycle Planning	X

Back to top

Schematic Development

	URS CORP.
Route Studies and Schematic Design (minor, major, & complex roadways)	X
Bridge Layouts (minor & major)	X
Multi-Level Interchange and Exotic Bridge Layout	X

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Transportation Design & Inspection Projects

	URS CORP.
Roadway Design (minor, major, & complex roadways)	X
Bridge Design (minor & major)	X
Bridge Inspection	X

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Traffic Engineering and Operations Studies

	URS CORP.
Traffic Engineering Studies	X
Highway-Rail Grade Crossing Studies	X
Traffic Signal Timing	X
Traffic Control Systems Analysis, Design and Implementation	X
Intelligent Transportation Systems (ITS) Planning & Studies	X

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Traffic Operations Design

	URS CORP.
Signing, Pavement Marking and Channelization	X
Illumination Design & Planning	X
Signalization Design & Planning	X
ITS Control Systems Analysis, Design and Implementation	X
Highway-Rail Grade Crossings Design & Planning	X

Back to top

Hydraulic Design and Analysis

	URS CORP.
Hydrologic Studies & Design (basic & complex)	X
Pump Station: Hydraulic & Electrical Design, & Structural Design	X
Bridge Scour Evaluations and Analysis	X

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Materials Inspection and Testing

	URS

	CORP.
Material & Concrete Testing	X
Plant Inspection and Testing	X

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Geotechnical Services

	RW BECK	URS CORP.
Soil Exploration		X
Geotechnical Testing		X
Transportation Foundation Studies		X
Building Foundation Studies		X

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Surveying and Mapping

	RW BECK	URS CORP.
Right of Way Surveys & Maps		X
Parcel Plats		X
Legal Descriptions		X
Design and Construction Surveys		X
Aerial Mapping, including Horizontal and Vertical Control		X
State Land Surveying		X

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Additional Services

	RW BECK	URS CORP.
Community Improvement Projects (including water & waste water)	X	X
Architectural Services		X
Bicycle and Pedestrian Facility Development		X
Roadway & Bridge Construction Management and Inspection		X
Value Engineering		X
Subsurface Utility Engineering		X

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HOMELAND SECURITY & EMERGENCY PLANNING

The services below relate to homeland security and emergency preparedness.

Back to top

Planning & Preparedness Services

	BATTELLE	DEWBERRY	ECOLOGY	ISI	RW BECK	URS
Emergency Response Planning & Preparedness Services	X	X	X	X	X	X
Contingency Planning	X	X	X		X	X
Vulnerability Analyses	X	X	X		X	X
Risk Planning & Assessments	X	X	X	X	X	X
Health & Safety Plans	X		X			X
Tabletop, Functional, & Full-Scale Scenario Exercise/Training Design & Implementation	X	X	X			X
Hazards & Operability Studies		X	X			X

IT and GIS Enabled Modeling	X	X	X			X
Community Relations Plans		X	X			X

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Management Services

	BATTELLE	DEWBERRY	ECOLOGY	RCC	RW BECK	URS
Project & Program Management	X	X	X		X	X
Composing/Updating Emergency Management Plans	X	X	X		X	X
Asset Management	X		X			X
Logistics & Procurement Support	X		X			X
Consequence Management	X	X	X			X
Integration Management	X		X	X		X

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Emergency Response Services

	BATTELLE	DEWBERRY	ECOLOGY	RCC	RW BECK	URS
Incident Response Capabilities	X				X	X
Field Detection Operations	X					X
Regional Response Teams	X				X	X
Air Quality Monitoring Services	X					X

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Site Assessment, Monitoring & Restoration

	BATTELLE	ECOLOGY	RW BECK	URS
On Site Monitoring	X	X	X	X
Contamination & Risk Identification	X	X		X
Site Assessment & Contamination Removal	X	X		X
Decontamination Procedures & Capabilities	X	X		X
Use of Structured Incident Command System & Unified Command Structure	X	X		X
Site Health & Safety Services	X	X		X
Data Management Capabilities	X	X		X
Threat Mitigation	X	X		X
Natural Resource Damage Assessments		X		X

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Training

	BATTELLE	DEWBERRY	ECOLOGY	ISI	RW BECK	URS
Chemical, Biological, Radiological, and Nuclear (CBRN)	X		X			X
Domestic Preparedness Training involving Weapons of Mass Destruction (WMD)	X		X			X
Hazardous Operations Training	X		X			X

Radiological Training	X		X			X
Emergency preparedness and Risk Management	X	X	X		X	X
Agent characteristics and identification	X		X			X
Agent Detection and Sampling	X		X			X
Scene Assessment and Site Monitoring	X		X		X	X
Contingency Planning	X	X	X		X	X
Standard Operating Procedures	X	X	X	X	X	X
Equipment Sselection and Use	X		X	X		X
Personal Safety	X		X	X		X

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AI-10647 **14.B.1.**

Authority to Advertise-McColl Rd Irrigation Canal Siphon-Precinct 2
CC REGULAR

Date: 08/19/2008
Submitted By: Darlene Betancourt, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Prct. 2

Information

CAPTION

Requesting authority to advertise "Construction of McColl Rd Irrigation Canal Siphon" Project No. 2008-334-09-03-MSS-Precinct No 2 with all plans and specifications to be completed developed and drafted through project engineer R. Gutierrez Engineering Corp.

BACKGROUND

Specifications will be provided under separate cover upon completion of plan and specification book

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1202-431-00-122-028-0-731
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Available balance is $8,359.80 as of 8/14/08.

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	08/14/2008 02:47 PM	APRV
2	Budget & Management	Veronica Lopez	08/14/2008 02:50 PM	APRV
3	Dale Kennan	Dale Kennan	08/14/2008 05:18 PM	APRV
4	Auditor's Office		08/15/2008 05:32 PM	PEND

Form Started By: Darlene Betancourt Started On: 08/14/2008 09:36 AM

Final Approval Date: 08/15/2008

AI-10666 **14.B.2.**

Request for Payment on Invoice 2550
CC REGULAR

Date: 08/19/2008
Submitted By: Rocio Villarreal, PURCHASING DEPT.
Submitted For: Rocio Villarreal
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Prct. 2

Information

CAPTION

Presentation for discussion, consideration, acceptance, and approval of Request for Payment of Invoice No. 2550 in the amount of $60,971.00 (Tower Rd (Moore-Balli) from R. Gutierrez Engineering Corporation, contracted engineer for Precinct No. 2, with authority for Auditor to review and complete processing procedures and County Treasurer to issue checks.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1202-431-00-122-027-0-731
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Purchase Order# 561453 has $3,361.54 available and the account has $12,264.12 available as of 8/14/08. Additional funding provided in AI-10641. P.O. increase will be done once transfer is processed.

Attachments

Link: Invoice

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	08/14/2008 04:02 PM	APRV
2	Budget & Management	Veronica Lopez	08/14/2008 04:13 PM	APRV
3	Dale Kennan	Dale Kennan	08/14/2008 06:18 PM	APRV
4	Sergio Cruz	Sergio Cruz	08/15/2008 09:57 AM	APRV
5	Auditor's Office	Linda Fong	08/15/2008 12:01 PM	APRV
6	Court Administrator	Angela Garcia	08/15/2008 01:04 PM	APRV

Form Started By: Rocio Villarreal Started On: 08/14/2008 03:47 PM

Final Approval Date: 08/15/2008

R. Gutierrez Engineering Corporation

130 E. Park
Pharr, TX 78577

Invoice Number: 2550
Friday, July 18, 2008

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: 12/15/2007 to 07/18/2008

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 of Total Fee	Percent Complete	Fee Earned	Prior Billing	Current Fee
Preliminary Phase	138,049.00	39.98	100.00	138,049.00	102,834.00	35,215.00
Design Phase	82,829.00	23.99	100.00	82,829.00	57,073.00	25,756.00
Construction Phase	55,220.00	15.99	0.00	0.00	0.00	0.00
.vironmental Assessment (Add'l Service)	26,000.00	7.53	0.00	0.00	0.00	0.00
Right-of-Way Acquisition (Add'l Service)	36,000.00	10.43	100.00	36,000.00	36,000.00	0.00
Geotechnical Investigation (Add'l Service)	7,200.00	2.09	30.36	2,185.87	2,185.87	0.00
				Total Phases:		***$60,971.00***

Phase Billing Totals: ***$60,971.00***

Billing Group Subtotal: 60,971.00

Project Totals:

****** Total Project Invoice Amount:*** ***$60,971.00***

Ramiro Gutierrez
President

561453
8-1202-431-00-122-027-0-731
Req. #082579

R. Gutierrez Engineering Corporation

July 18, 2008

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

RE: Tower Road – Invoice
ENG05.015b

Dear Commissioner Palacios:

I am submitting an invoice for the above referenced project. The Preliminary, Design, and Right-of-Way Acquisition phase for Part 1 (Moore Road to Rancho Blanco Road) are 100% complete. The Environmental phase of the project will not need to be completed unless the project becomes federally funded.

Attached is a set of plans and the revised engineer's Fee Estimate worksheet for your review. Also included is an updated construction cost estimate.

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

RECEIVED
Yolie Jackson
AUG 0 8 08
Hidalgo County
PRECINCT #2

130 East Park – Pharr, TX 78577 – Telephone: 956-782-2557 – Fax: 956-782-2558 – E-mail: jaime@rgutierrezengineering.com

AI-10663 **14.B.3.**

SOQ - APPRAISAL SERVICES - PCT #2
CC REGULAR

Date: 08/19/2008
Submitted By: Laura Moya, PURCHASING DEPT.
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Prct. 2

Information

CAPTION

A. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A)(4) a professional service for Appraisal Services in connection with Hidalgo County Precinct No 2 Various Projects including, but not limited to, acquisitions and/or dispositions on an as needed and (if applicable) completion time proposed basis;

B. Presentation of scoring grid (for the purposes of ranking by CC) of the firms graded & evaluated through the County's approved "pool" of Appraisers in connection with professional appraisal services required for Hidalgo County Precinct No 2 Various Projects including, but not limited to, acquisitons and/or dispositions on an as needed and (if applicable) completion time proposed basis;
1)_____; 2)_____;
3)_____;

4)_____; 5)_____;
6)_____;

C. Presentation for discussion, consideration and approval of the following:
1) appraisal will be ordered throughh purchase order(s) or service contracts:
2) limits (if any) of the number of appraisals requested under this method of engagement;
3) determining factors, if any (i.e. completion time propsed)

D. If applicable, authority for the Purchasing Department to negotiate a professional Appraisal Services Contract with _____ for the provision of appraisal related services for Hidalgo County Precinct No 2 Various Projects.

BACKGROUND

Fiscal Impact

Attachments

Link: POOL OF APPRAISERS

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Vangie Garcia	08/14/2008 04:09 PM	APRV
2	Budget & Management	Veronica Lopez	08/14/2008 04:12 PM	APRV
3	Dale Kennan	Dale Kennan	08/14/2008 04:15 PM	APRV
4	Purchasing Department	Marty Salazar	08/14/2008 05:30 PM	APRV
5	Auditor's Office	Linda Fong	08/15/2008 12:03 PM	APRV
6	Court Administrator	Angela Garcia	08/15/2008 01:04 PM	APRV

Form Started By: Laura Moya Started On: 08/14/2008 03:30 PM

Final Approval Date: 08/15/2008

HIDALGO COUNTY PURCHASING DEPARTMENT

RFQ ACCEPTANCE SHEET

DEPARTMENT NAME: Hidalgo County

DESCRIPTION OF RFQ: Real Estate Appraisers and Surveyors

RFQ ACCEPTANCE DATE: January 16, 2008

RFQ ACCEPTANCE TIME: 9:30 a.m.

RFQ NO: 08-004-001-06-OTM **Effective Period:** February 8, 2008 through February 8, 2009

RFQ#	NAME OF COMPANY	ACKNOWLEDGMENT OF RECEIPT OF STATEMENT OF QUALIFICATIONS
		APPRAISERS
#01	**HLH Appraisal Service** **Harvey L. Heerseen** **6107 Aberton Forest Drive** **Houston, Texas 77084** **Ph#(281) 855-7763 office** **Cell (281) 799-5652** **heerseen@sbcglobal.net**	√
#02	**Robinson, Duffy & Barnard, LLP.** **Bryan S. Duffy, MAI** **1906 East Tyler Avenue, Suite C** **Harlingen, Texas 78550** **Ph#(956)428-4480** **Fax#(956)428-4154** **bduffy@rdbllp.com**	√
#03	**Leonel Garza, Jr. & Associates, LLC.** **Leonel Garza, III, Owner** **1419 Dove, Suite 1** **McAllen, Tx 78504** **Ph.# (956) 687-7295** **Fax.# (956) 687-9236** **leonel3@aol.com**	√
#04	**Aguirre and Patterson, Inc.** **Joe Patterson, President** **3315 N. McColl Road** **McAllen, Texas 78501** **Ph#(956)686-4532** **Fax#(956) 686-6011** **patterson@bixrgv.rr.com**	√
#05	**Professional Appraisal Service, Inc.** **John H. Malcolm, Jr. - President** **PO Box 3722** **McAllen, Tx 78502** **Ph.# (956) 687-9535 Fax.# (956) 687-9539** **jmalcom@proappraisal.com**	√

AI-10661 **14.B.4.**

Requesting approval of Supplemental Agreement No. 2 for Work Authorization No. 9 from R. Gutierrez for South Tower Park

CC REGULAR

Date: 08/19/2008
Submitted By: Rocio Villarreal, PURCHASING DEPT.
Submitted For: Rocio Villarreal
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Prct. 2

Information

CAPTION

Requesting approval of Supplemental Agreement No. 2 to Work Authorization No. 9 for current contract with R. Gutierrez Engineering for the South Tower Park to reflect a $11,633.00 increase to the total project estimated cost, bringing the total estimated project cost to $79,962.00 C-06-251-08-15

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:**
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Funding for this work authorization provided fully by Urban County.

Attachments

Link: Supplemental No. 2

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	08/14/2008 04:01 PM	APRV
2	Budget & Management	Veronica Lopez	08/14/2008 04:12 PM	APRV
3	Dale Kennan	Dale Kennan	08/14/2008 06:04 PM	APRV
4	Auditor's Office	Linda Fong	08/15/2008 12:51 PM	APRV
5	Dale Kennan	Angela Garcia	08/15/2008 03:22 PM	APRV
6	Court Administrator	Angela Garcia	08/15/2008 03:23 PM	APRV

Form Started By: Rocio Villarreal Started On: 08/14/2008 03:18 PM

Final Approval Date: 08/15/2008

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SUPPLEMENTAL AGREEMENT NO. 2
TO WORK AUTHORIZATION NO. 9
Contract No. C-06-251-08-15

THIS SUPPLEMENTAL AGREEMENT is made pursuant to the terms and conditions of the Agreement made by and between the HIDALGO COUNTY, acting herein by and through COMMISSIONER'S COURT, hereinafter called the "OWNER," and, R. Gutierrez Engineering Corporation, professional engineers of Pharr, Texas, hereinafter called "ENGINEER".

WHEREAS, OWNER and ENGINEER executed Work Authorization No. 9 to Contract No. C-06-251-08-15 ("Work Authorization No. 9"), on the 12th day of June 2007 to provide professional engineering services to Hidalgo County including the design and construction of South Tower Park, Hidalgo County, Texas, hereinafter referred to as the "Project";

WHEREAS, in Work Authorization No. 9, the estimated cost for services under the Work Authorization are not to exceed $68,329.00, and it has now become necessary to revise the estimated cost;

NOW THEREFORE, for and in consideration of the terms and provisions set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, OWNER and ENGINEER agree to the following amendment to Work Authorization No. 9 as follows:

1. The estimated cost for services under this Work Authorization is not to exceed $79,962.00.

2. Except as amended by this Supplemental Agreement, the remaining provisions of the Agreement are unchanged and shall remain in full force and effect.

IN WITNESS WHEREOF, the ENGINEER and OWNER have caused this Supplemental Agreement to Work Authorization No. 9, for Professional Engineering Services to be executed as of the ____ day of _____ 2008.

R. GUTIERREZ ENGINEERING CORPORATION

BY: _____
Ramiro Gutierrez, P.E., President

HIDALGO COUNTY

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

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

Approved by Commissioners Court: _____

APPROVED AS TO FORM:

ATLAS & HALL, L.L.P.

BY: _____
Stephen L. Crain

ESTIMATED PROJECT ENGINEERING FEE

Supplemental Agreement No. 2

TASK	CONTRACT AMOUNT ($)
Project Estimated Construction Cost	$761,540
Engineering Services Fee	$60,923
Topographic Survey Services Fee	$19,039
Total Fee (Prelim Eng, Design & Construction Services Fee)	**$79,962**
PART I - PRELIMINARY ENGINEERING (35% of Total Fee)	**$27,987**
FIELD SURVEYING (35% of Prelim Eng Fee)	$9,795
PRELIMINARY DESIGN (65% of Prelim Eng Fee)	$18,191
SUB-TOTAL (Prelim Eng Fee)	**$27,987**
PART II - PLANS, SPECIFICATIONS & ESTIMATE (65% of Total Fee)	**$51,975**
30% Plans Submittal (30% of PS&E Fee)	$15,593
60% Plans Submittal (30% of PS&E Fee)	$15,593
90% Plans Submittal (30% of PS&E Fee)	$15,593
100% Plans Submittal (10% of PS&E Fee)	$5,198
SUB-TOTAL (Prelim Eng Fee)	**$51,975**
TOTAL	**$79,962**

R. Gutierrez Engineering Corporation

South Tower Park

ESTIMATED PROJECT ENGINEERING FEE

Original Work Authorization

TASK	CONTRACT AMOUNT ($)
Project Estimated Construction Cost	$650,654
Engineering Services Fee	$52,052
Topographic Survey Services Fee	$16,266
Total Fee (Prelim Eng, Design & Construction Services Fee)	**$68,319**
PRELIMINARY PHASE (50% of Total Fee)	**$34,159**
FIELD SURVEYING (35% of Prelim Eng Fee)	$11,956
PRELIMINARY DESIGN (65% of Prelim Eng Fee)	$22,204
SUB-TOTAL (Preliminary Phase Fee)	**$34,159**
DESIGN PHASE (30% of Total Fee)	**$20,496**
30% Plans Submittal (30% of PS&E Fee)	$6,149
60% Plans Submittal (30% of PS&E Fee)	$6,149
90% Plans Submittal (30% of PS&E Fee)	$6,149
100% Plans Submittal (10% of PS&E Fee)	$2,050
SUB-TOTAL (Design Phase Fee)	**$20,496**
CONSTRUCTION PHASE (20% of Total Fee)	**$13,664**
Construction Phase Services	$13,664
SUB-TOTAL (Construction Phase Fee)	**$13,664**
TOTAL	**$68,319**

Project: SOUTH TOWER PARK
By: Ramiro Gutierrez
Date: August 11, 2008

ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT COST	TOTAL COST
PARKING LOT					
1	Excavation (Roadway)	CY	577.00	$5.00	$2,885.00
2	Embankment	CY	7017.00	$5.00	$35,085.00
3	Fl Bs (Rdwy Del)(Ty E Gr 4)(Final Pos)	CY	2464.00	$18.00	$44,352.00
4	Moisture Condition & Compact Subgrade	SY	9341.00	$1.50	$14,011.50
5	Asphalt Emulsion Prime	Gal	2325.00	$2.40	$5,580.00
6	Hot Mix ACP (1.5")	SY	7770.00	$7.50	$58,275.00
7	Mobilization	LS	1.00	$40,000.00	$40,000.00
8	Construction Exits (Install)(TY 2)	SY	84.00	$20.00	$1,680.00
9	Construction Exits (Remove)	SY	84.00	$20.00	$1,680.00
10	Temporary Sediment Control Fence	LF	828.00	$7.00	$5,796.00
11	Conc. Curb & Gutter (Ty A)(Barrier)	LF	3760.00	$9.00	$33,840.00
12	Conc. Curb & Gutter (Ty A)(Valley Gutter)(4')	LF	631.00	$55.00	$34,705.00
13	Small Sign Assemblies	EA	19.00	$300.00	$5,700.00
14	4" Solid Strip (Solid) (White)	LF	3360.00	$1.50	$5,040.00
15	Handicap Symbol	EA	16.00	$100.00	$1,600.00
16	Conc. Car Stop	EA	155.00	$50.00	$7,750.00
			SUB-TOTAL		$297,979.50
1	Trench Excav Protection	LF	1022.00	$2.00	$2,044.00
2	RC Pipe (Sewer)(CL III)(18 IN)(SPL)	LF	1735.00	$36.00	$62,460.00
3	RC Pipe (Sewer)(CL III)(24 IN)(SPL)	LF	577.00	$46.00	$26,542.00
4	Inlet (TY) A	EA	2.00	$2,800.00	$5,600.00
5	Inlet Ty "C"	EA	20.00	$2,800.00	$56,000.00
6	Manh (compl) (TY) A	EA	1.00	$2,800.00	$2,800.00
1	8" PVC SDR 26	LF	1163.00	$15.00	$17,445.00
2	4 FT DIA. FIBERGLASS MANHOLE	EA	5.00	$2,000.00	$10,000.00
3	CLEAN OUT	EA	1.00	$750.00	$750.00
4	TIE INTO EXISTING SEWER MAIN	EA	1.00	$2,000.00	$2,000.00
1	2" PVC C-900 DR 18	LF	781.00	$5.00	$3,905.00
2	6" PVC C-900 DR 18	LF	183.00	$12.00	$2,196.00
3	8" PVC C-900 DR 18	LF	965.00	$15.00	$14,475.00
4	Fire Hydrant w/6" Gate Valve & Box	EA	2.00	$3,000.00	$6,000.00
5	8" M.J. Gate Valve & Box	EA	1.00	$800.00	$800.00
6	2" Flush Valve	EA	1.00	$450.00	$450.00
7	2" Valve & Box	EA	1.00	$300.00	$300.00
8	8"x2" Reducer Tee	EA	2.00	$500.00	$1,000.00
9	8"x6" Reducer Tee	EA	3.00	$800.00	$2,400.00
10	10"x8" Reducer Tee	EA	1.00	$1,000.00	$1,000.00
11	4" PVC SDR-26 Casing	LF	44.00	$8.00	$352.00
12	10" PVC SDR-26 Casing	LF	77.00	$20.00	$1,540.00
13	16" PVC SDR-26 Casing	LF	36.00	$32.00	$1,152.00
14	45 Degree Elbow (2")	EA	2.00	$275.00	$550.00
15	45 Degree Elbow (8")	EA	2.00	$275.00	$550.00
16	11.25 Degree Elbow (8")	EA	4.00	$275.00	$1,100.00
17	Single Water Service Connection (Long)	EA	2.00	$500.00	$1,000.00
18	Tie Into Existing 10" Water Line	EA	1.00	$1,600.00	$1,600.00
1	Conc. Curb (Trail)	LF	6781.00	$7.00	$47,467.00
2	Conc. Sidewalks (4")	SY	1308.00	$24.00	$31,392.00
3	Walking Trail	SY	3195.00	$28.00	$89,460.00
	10% CONTINGENCIES		**$692,309.50**	0.10	$69,230.95
	TOTAL				**$761,540.45**

AI-10651 **14.B.5.**

Requesting approval of Change Order No. 2 Sanchez United Contracting, Inc. for South Tower Park Project

CC REGULAR

Date: 08/19/2008
Submitted By: Rocio Villarreal, PURCHASING DEPT.
Submitted For: Rocio Villarreal
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Prct. 2

Information

CAPTION

Requesting approval of Change Order No. 3 (increase) in the amount of $2,100.00 in connection with the "South Tower Park Project" from contracted vendor, Sanchez United Contracting, Inc., and as recommended by project engineer, R. Gutierrez Engineering Corp., with authority for County Judge or Court member to execute document.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:** 8-1212-452-00-122-008-0-739
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

available balance is $14,560.11 as of 8/14/08.

Attachments

Link: Change Order No. 3

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	08/14/2008 02:48 PM	APRV
2	Budget & Management	Veronica Lopez	08/14/2008 02:50 PM	APRV
3	Dale Kennan	Dale Kennan	08/14/2008 05:10 PM	APRV
4	Auditor's Office	Linda Fong	08/15/2008 12:59 PM	APRV
5	Dale Kennan	Angela Garcia	08/15/2008 03:22 PM	APRV
6	Court Administrator	Angela Garcia	08/15/2008 03:23 PM	APRV

Form Started By: Rocio Villarreal Started On: 08/14/2008 01:14 PM

Final Approval Date: 08/15/2008

CHANGE ORDER NUMBER THREE (3)

PROJECT: SOUTH TOWER PARK PROJECT

DATE OF ISSUANCE: August 12, 2008 EFFECTIVE DATE: August 12, 2008

OWNER: HIDALGO COUNTY PRECINCT NO. 2
OWNER's Contract No.: 5007-92-0306-5000-9200-ML

CONTRACTOR: UNITED CONTRACTOR
RI. 8 BOX 3010
MISSION, TX. 78572

ENGINEER: R. Gutierrez Engineering Corporation
130 E. Park Ave.
Pharr, TX 78577

You are directed to make the following changes in the Contract Documents.

Description:

1. ADDING A 6" MJ WATER VALVE AND BOX W/MEGALOCKS
2. ADDING A 6" MJ SLEEVE W/MEGALOCKS
3. PRESSURE TEST 8" PVC LINE

Reason for Change Order:

1. ADDITIONAL VALVE REQUESTED BY HIDALGO COUNTY FIRE MARSHALL
2. ADDITIONAL SLEEVE REQUESTED BY HIDALGO COUNTY FIRE MARSHALL
3. TESTING REQUIRED BY WATER SUPPLY COMPANY

Attachments:

Change in Contract Price:	CHANGE IN CONTRACT TIME:
Original Contract Price $ 223,399.50	Original Contract Time for Substantial Completion: 75 calendar days or dates
Net Changes from previous Change Order $ 4,836.50	Net change from previous Change Orders 0 calendar days
Contract Price prior to this Change Order $ 228,236.00	Contract Time prior to this Change Order Substantial Completion: 75 calendar days or dates
Net increase (decrease) of this Change Order $ 2,100.00	Net increase (decrease) of this Change Order 20 calendar days
Contract Price with all approved Change Orders $ 230,336.00 — Net % increase (decrease) from original contract price: 3.10 %	Contract Time with all approved Change Orders Completion: 95 calendar days or dates

RECOMMENDED:
By: [signature] P.E.
Engineer (Authorized Signature)
Date: 8/12/08

APPROVED:
By: _____
Owner (Authorized Signature)
Date: _____

ACCEPTED:
By: [signature]
Contractor (Authorized Signature)
Date: 8-13-08

INVOICE RECEIVED BY:
[signature] ON 8/13/08
GOODS/SERVICES RECEIVED BY:
Hector Palacios ON 8/12/08

HANGE ORDER No.3 TABULATION
DALGO COUNTY PRECINCT NO. 2
SOUTH TOWER PARK PROJECT
NUMBER:5007-92-0306-5000-9200-ML

	Unit Price	Original Contract Cost	Change in Contract Cost of C.O.No.1	Revised Contract Cost after C.O.No.1	Change in Contract Cost of C.O.No.2	Revised Contract Cost after C.O.No.2	Change in Contract Cost of C.O.No.3	Revised Contract Cost after C.O.No.3
	$ 2.00	$ 2,230.00	776.00	3,006.00	0.00	3,006.00	0.00	3,006.00
	$ 14.00	$ 2,205.00	0.00	2,205.00	0.00	2,205.00	0.00	2,205.00
	$ 27.00	$ 1,728.00	0.00	1,728.00	0.00	1,728.00	0.00	1,728.00
	$ 44.00	$ 2,244.00	0.00	2,244.00	0.00	2,244.00	0.00	2,244.00
	$ 70.00	$ 27,160.00	0.00	27,160.00	0.00	27,160.00	0.00	27,160.00
	$ 80.25	$ 51,360.00	0.00	51,360.00	0.00	51,360.00	0.00	51,360.00
	$ 2,400.00	$ 9,600.00	0.00	9,600.00	0.00	9,600.00	0.00	9,600.00
	$ 1,900.00	$ 3,800.00	0.00	3,800.00	0.00	3,800.00	0.00	3,800.00
	$ 11.50	$ 12,822.50	0.00	12,822.50	0.00	12,822.50	0.00	12,822.50
	$ 1,700.00	$ 6,800.00	0.00	6,800.00	1,700.00	8,500.00	0.00	8,500.00
	$ 280.00	$ 560.00	0.00	560.00	0.00	560.00	0.00	560.00
	$ 325.00	$ 325.00	0.00	325.00	(325.00)	0.00	0.00	0.00
	$ 10.00	$ 9,400.00	0.00	9,400.00	0.00	9,400.00	0.00	9,400.00
	$ 7.50	$ 1,215.00	0.00	1,215.00	0.00	1,215.00	0.00	1,215.00
	$ 3.50	$ 2,733.50	0.00	2,733.50	0.00	2,733.50	0.00	2,733.50
	$ 27.00	$ 972.00	0.00	972.00	0.00	972.00	0.00	972.00
	$ 14.00	$ 630.00	0.00	630.00	0.00	630.00	0.00	630.00
	$ 4.00	$ 176.00	0.00	176.00	0.00	176.00	0.00	176.00
	$ 660.00	$ 660.00	0.00	660.00	0.00	660.00	0.00	660.00
	$ 225.00	$ 450.00	0.00	450.00	0.00	450.00	0.00	450.00
	$ 285.00	$ 1,140.00	0.00	1,140.00	0.00	1,140.00	0.00	1,140.00
	$ 460.00	$ 460.00	0.00	460.00	0.00	460.00	0.00	460.00
	$ 60.00	$ 120.00	0.00	120.00	0.00	120.00	0.00	120.00
	$ 55.00	$ 110.00	0.00	110.00	0.00	110.00	0.00	110.00
	$ 65.00	$ 260.00	0.00	260.00	0.00	260.00	0.00	260.00
	$ 350.00	$ 350.00	0.00	350.00	0.00	350.00	0.00	350.00
	$ 870.00	$ 870.00	0.00	870.00	0.00	870.00	0.00	870.00
	$ 2,950.00	$ 8,850.00	0.00	8,850.00	0.00	8,850.00	0.00	8,850.00
	$ 650.00	$ 650.00	0.00	650.00	0.00	650.00	0.00	650.00
	$ 4.00	$ 824.00	0.00	824.00	0.00	824.00	0.00	824.00
	$ 14.50	$ 1,218.00	0.00	1,218.00	0.00	1,218.00	0.00	1,218.00
	$ 10.00	$ 840.00	0.00	840.00	0.00	840.00	0.00	840.00
	$ 5.00	$ 33,905.00	0.00	33,905.00	0.00	33,905.00	0.00	33,905.00
	$ 7.00	$ 26,320.00	0.00	26,320.00	0.00	26,320.00	0.00	26,320.00
	$ 16.50	$ 10,411.50	0.00	10,411.50	(7,012.50)	3,399.00	0.00	3,399.00
	$ 8.50	$ -	3,298.00	3,298.00	0.00	3,298.00	0.00	3,298.00
	$ 1,200.00	$ -	3,600.00	3,600.00	0.00	3,600.00	0.00	3,600.00
Sewer	$ 2,800.00	$ -	0.00	0.00	2,800.00	2,800.00	0.00	2,800.00
	$ 1,150.00						1,150.00	1,150.00
	$ 350.00						350.00	350.00
	$ 600.00						600.00	600.00
	Total :	$ 223,399.50	$ 7,674.00	$ 231,073.50	$ (2,837.50)	$ 228,236.00	$ 2,100.00	$ 230,336.00

08/12/2008 23:54 9567874683 HIDALGO CO PCT 2 PAGE 04

United Contracting, Inc.

4616 N Conway Ave
Mission, TX 78573

Bid Proposal

Date
8/8/2008

Job/Project
South Tower Park C/O R. Gutierrez Engineering

Item	Description	Unit	Qty	Rate	Total
	SOUTH TOWER PARK				
1	Install 6" M.J. Valve & Box w/ Megalugs and all Thread Rod	L.S.	1	1,150.00	1,150.00
2	6" M.J. Sleeve w/ Megalug and all Thread Rod	Each	1	350.00	350.00
3	Pressure Test 6" P.V.C. Line	Each	1	600.00	600.00
	SUBTOTAL				2,100.00
		Total			$2,100.00

R. Gutierrez Engineering Corporation — Transmittal Form

130 E. Park Ave. - Pharr, Texas 78577 - Telephone: 956 - 782 - 2557 - Fax: 956 - 782 - 2568

TO: [illegible]

FROM: [illegible]

SUBJECT: [illegible]

PROJECT NO.: 2476

DATE: 8/13/08

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

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

QUANTITY / SETS	DATED	ITEM DESCRIPTION
1		[illegible]
1		[illegible]
1		[illegible]

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 to: [illegible]

M. Sanchez

Copy Distribution file

Received by: Julie Jackson 8/13/08 3:30

Hidalgo County Precinct No. 2
Hector "Tito" Palacios
County Commissioner

FACSIMILE TRANSMITTAL SHEET

TO: Darlene Betancourt	FROM Humberto Lara
COMPANY: Co. Purchasing	DATE Aug. 14, 2008
FAX NUMBER: 318-3639	TOTAL NO. OF PAGES INCLUDING COVER: 5 pgs
PHONE NUMBER	SENDER'S PHONE NUMBER: (956) 787-1891
RE:	SENDER'S FAX NUMBER: (956) 787-4683

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

NOTES / COMMENTS: Chg Order #3 So. Tower Park

E-Mail Address: yolie.jackson@co.hidalgo.tx.us

If you have any problems in receiving this fax, please call
(956) 787-1891

CONFIDENTIALITY NOTICE
This facsimile message and accompanying documents contain information from the Hidalgo County Commissioner's Office, which may be CONFIDENTIAL

301 EAST STATE
PHARR, TEXAS 78577

AI-10615 **14.C.1.**

Requesting Approval of Invoice 11322716 for L&G Consulting Engineers CC REGULAR

Date: 08/19/2008
Submitted By: Rocio Villarreal, PURCHASING DEPT.
Submitted For: Rocio Villarreal
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Prct. 3

Information

CAPTION

Presentation for discussion, consideration, acceptance, and approval of Invoice # 11322716 in the amount of $82,680.00, from L & G Consulting Engineers Inc., contracted engineer for "La Homa Rd Project." C-08-031-02-12

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1336-431-00-123-045-0-731
FUNDS AVAILABLE Y/N?: y **MATCHING FUNDS Y/N?:** n

BUDGETARY IMPACT:
PO#600650

Attachments

Link: Invoice

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	08/14/2008 12:19 PM	APRV
2	Budget & Management	Veronica Lopez	08/14/2008 01:07 PM	APRV
3	Erika Reyna	Erika Reyna	08/14/2008 02:16 PM	APRV
4	Auditor's Office	Linda Fong	08/14/2008 02:46 PM	APRV
5	Joy Hsu	Joy Hsu	08/14/2008 05:04 PM	APRV
6	Linda Fong		08/15/2008 05:32 PM	NEW

Form Started By: Rocio Villarreal Started On: 08/13/2008 03:39 PM

Final Approval Date: 08/15/2008

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

INVOICE #: 11322716
INVOICE DATE: 07/31/08

128444
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 2008.						
11006-Dsgn Schematic	157,500.00	70,875.00	31,500.00	102,375.00	65.0	55,125.00
12002-EA Reports	55,000.00	2,200.00	3,300.00	5,500.00	10.0	49,500.00
12003-Public Invmt	25,000.00	1,000.00		1,000.00	4.0	24,000.00
12020-EA, Report/Sub	20,000.00				0.0	20,000.00
13001-Prelim ROW	10,000.00	9,000.00		9,000.00	90.0	1,000.00
13010-Prelim ROW/Sub	10,000.00	9,000.00		9,000.00	90.0	1,000.00
15001-Design Srvy	26,000.00	23,400.00		23,400.00	90.0	2,600.00
15010-Desgn Srvy/Sub	40,000.00	36,000.00		36,000.00	90.0	4,000.00
16001-Rdwy Design	283,500.00	42,525.00	14,175.00	56,700.00	20.0	226,800.00
16101-Drainage	126,000.00	18,900.00	25,200.00	44,100.00	35.0	81,900.00
16207-Sgn,Pvmt Markg	24,200.00				0.0	24,200.00
16250-Iso Signal/Sub	30,000.00				0.0	30,000.00
16260-Sign Warr/Sub	5,800.00	5,800.00		5,800.00	100.0	
16302-Traf Cntrl Pln	75,600.00		7,560.00	7,560.00	10.0	68,040.00
16304-Irrigation	31,500.00	9,450.00		9,450.00	30.0	22,050.00
16306-Qty Specs	18,900.00	945.00	945.00	1,890.00	10.0	17,010.00
16307-Utilities	63,000.00	18,900.00		18,900.00	30.0	44,100.00
16400-Contract Mgmt	31,500.00	6,300.00		6,300.00	20.0	25,200.00
TOTALS:	1,033,500.00	254,295.00	82,680.00	336,975.00	32.6	696,525.00

INVOICE RECEIVED BY
_____ ON 8/1/08

GOODS/SERVICES RECEIVED BY
_____ ON 7/31/08

8-1336-431-00-123-045-0-731

Manuela G. Manuel
PROJECT MANAGER'S SIGNATURE
Fax: Armando J Sandoval P.E.

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	$	336,975.00
LESS PREVIOUS INVOICES	$	254,295.00
CURRENT PAYMENT DUE	$	82,680.00

AI-10621 **14.D.1.**

Pct 4 -Authority to Purchase 3 Heavy Duty 30 yard containers thru H-GAC from B&C Body, Co.

CC REGULAR

Date: 08/19/2008
Submitted By: Moises Salazar, PURCHASING DEPT.
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Prct. 4

Information

CAPTION

Requesting authority to purchase "Three (3) Heavy Duty 30 yard Containers", through the Interlocal Agreement with the Houston-Galveston Area Council (H-GAC)-B&C Body, Co. in the amount not to exceed $16,668.00 (price includes H-GAC fees and delivery).

BACKGROUND

Please see attached quote and recommendation from Department.
$5,384/Container X 3 = $16,152.00 + $516.00 Delivery Charge = $16,668.00

Requisition# 137257

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1100-432-00-124-001-0-748
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Available balance as of 8-14-08 $16,668.00.

Attachments

Link: B&C Body Quote
Link: Revised Dept Recomm

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	08/14/2008 12:21 PM	APRV
2	Budget & Management	Veronica Lopez	08/14/2008 01:07 PM	APRV
3	Manuel Chapa	Manuel Chapa	08/15/2008 09:47 AM	APRV
4	Auditor's Office	Linda Fong	08/15/2008 01:02 PM	APRV
5	Court Administrator	Angela Garcia	08/15/2008 01:04 PM	APRV

Form Started By: Moises Salazar Started On: 08/13/2008 04:40 PM

Final Approval Date: 08/15/2008

Gina Naylor
12119 Flaxen Drive
Houston, Texas 77065
Phone 817-247-9659

facsimile transmittal

To:	Moises Salazar / Hidalgo Cty Pct #4	**Fax:**	956-318-2629
From:	Gina Naylor	**Date:**	6-26-08
Re:		**Pages:**	10
CC:			

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

Notes:

Moises,

My name is Gina Naylor and I am covering the South Texas Market for B & C body. Ted Kidwill has asked me to get you this information on the containers you need to purchase. Our contract renews with HGAC on 8-10-08 so if you can place the order to get the containers on or after that date I can hold this price. If you need them before I will have to quote you different prices. Let me know if this works for you and give me a call if you need anything else – My cell is 817-247-9659.

Thanks,

Gina Naylor

Jul 02 08 10:35a Gina Naylor 281-955-8118 p.1

HGACBuy.com
THE SMART PURCHASING SOLUTION



RODUCT PRICING BASED ON CONTRACT

GAC *The following details MUST be provided with any purchase order from an End User to H-Gac.* 8/1/2008

:tomer HIDALGO COUNTY PRE. 4

oduct Description:

R-2260 30 YD. CONTAINER

: Base Price in **Bid/Proposal Number** REFUSE HANDLING	RC08-08	**HGAC PRODUCT CODE**	GA10	$ 5,384.00
: Published Options {Itemize each item below}				
			$ -	
			$ -	
	$ -		$ -	
Subtotal Column 1:		Subtotal Column 2:		
Published Options added to Base Price (Subtotal of "Col 1" + "Col 2")				
: Subtotal of A + B =>				
): Unpublished Options {Itemize each item below, Not to exceed ± 25% of (		Unpublished =	0.00	
			$ -	
	$ -		$ -	
	$ -		$ -	
Subtotal Column 1:		Subtotal Column 2:		
Unpublished Options added to Base Price (Subtotal of "Col 1" + "Col 2")				
E: Contract Pride Adjustment {If any, explain here}			$ -	
F: Total of C + D ± E {Not including H-GAC Fee} =>				
G: Quantity Ordered {Units x F} =>	# of Units 3			$ 16,152.00
H:				NONE
: Non-Equipment Charges & Credits {ie: Ext. Warranty, Trade-In, Cost of Factory trips, etc.}				0
DELIVERY TO HIDALGO CT.				
172 X 3.00				516
		Subtotal of Non-Equipment Charges		$ -
J: **TOTAL PURCHASE PRICE INCLUDING {G + H +I} =>**				$ 16,668.00

Jul 02 08 10:38a Gina Naylor 281-955-8118 p.6

B & C Body Co
4757 Irving Blvd Suite # 106
Dallas, Texas 75247
Phone - 866-794-3226

June 26, 2008

Attn: Moises Salazar
Hidalgo County Pct # 4
100 E Cano 4th Floor
Edinburg, TX 78539
Fax 956-318-2629

Re: Open Top Containers

OPEN TOP CONTAINERS

3 - 30 Yd. Rectangular Open Top Containers.....$16,668.00 Total

Standard Features:

- -- 7 Gauge Floor Standard Duty / 1/4" Floor Heavy Duty
- -- 3" Structural Channel Crossmembers - Standard Duty 24" OC / Heavy Duty 18" OC
- -- 12 Gauge Sides
- -- 4" x 3" x 12 Gauge Channel Ribs - Standard Duty 36" OC / Heavy Duty 24" OC
- -- 4" x 3" x 11Gauge Structural Tubing Top Rails
- -- 12 Gauge Door Sheet With 5" x 3" x 10 Gauge Formed Channel Door Frame
- -- 8" Dia x 10" Long Rear Rollers and 8" Long At Front
- -- 6" x 2" x 3/16" Structural Tubing Rails on Standard Duty / 6" x 2" x 1/4" Structural Tubing Rails on Heavy Duty
- -- 1 3/8" Plate Rail Extensions
- -- 1 1/4" Thick Hook; 36,000 psi Minimum Yield Strength
- -- 3/4" Thick Hook Plate

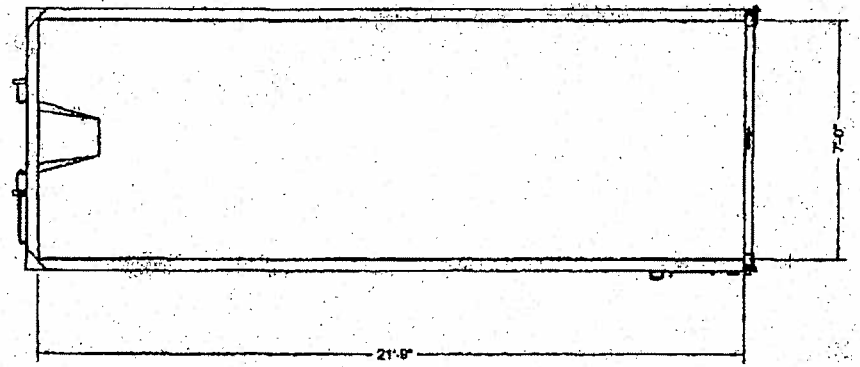
-- Wall Welded Solid On The Outside And Skip Welded On The Inside. All Other Seams Are continuous Inside, Skip Outside
-- Primed Inside And Out With Gray Oxide Primer, Exterior Coated With Alkyd Enamel (Painted Dark Blue P1016)

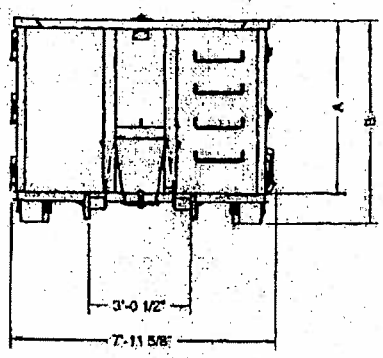
*** FOB Edinburg, Texas.**
***Quote does not include tax or FET.**
***Terms: Net 30 with approved credit.**
***Price is subject to change at anytime without notice due to steel and fuel surcharges.**

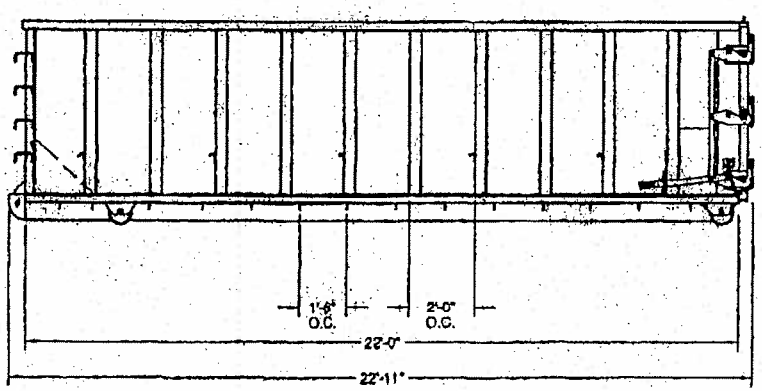
Sincerely,

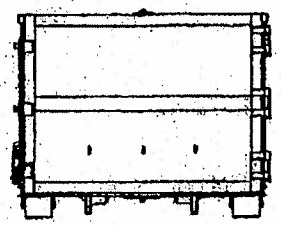
Gina Naylor
Cell 817-247-9659

NO.	REVISIONS	BY	DATE	CHK
1	UPDATED SPECS.	RV	10/18/00	NA









HEAVY DUTY

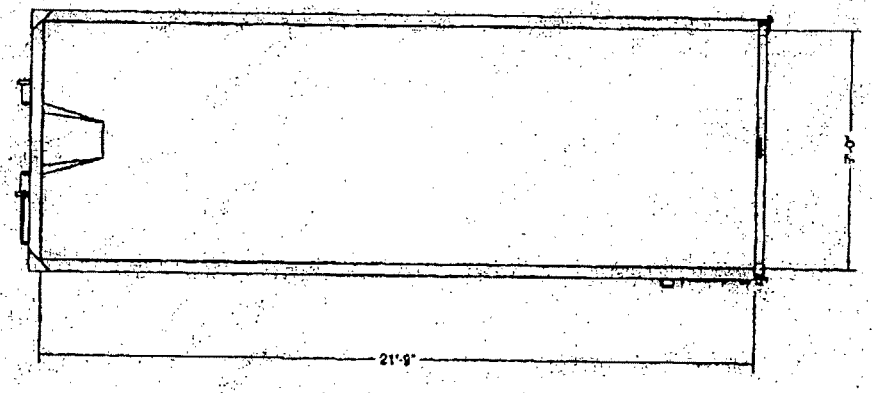
CONTAINER	A	B
20 CU YD CABLE	6'-8"	4'-4 9/16"
30 CY YD CABLE	5'-2"	6'-0 9/16"
40 CY YD CABLE	7'-0"	7'-10 9/16"

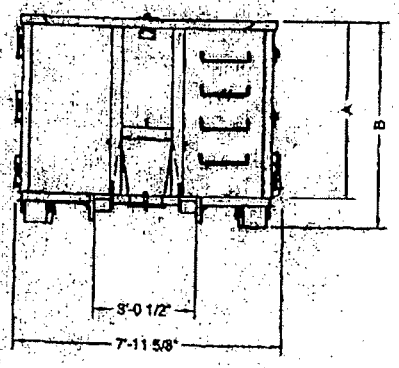
NO	NAME/DESCRIPTION

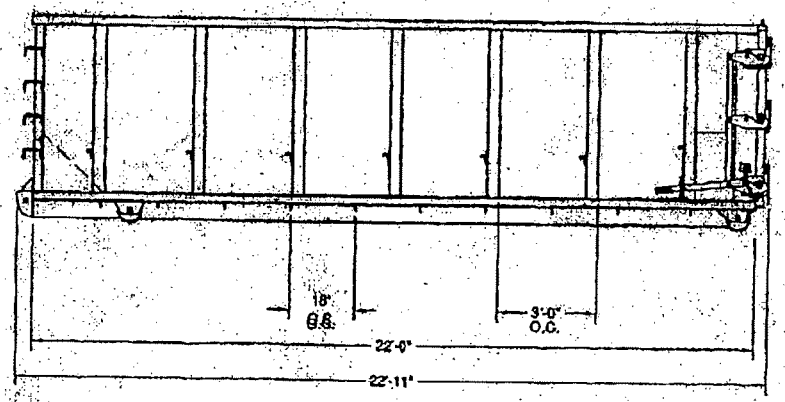
ROLL OFF CONTAINERS

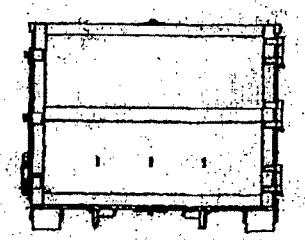
DRAWN BY:	SCALE:	SUPERVISED:	APP'D BY:
RV	3/8"=1'		
CHKD BY:	DATE:	SUPERVISED BY:	DWG NO.
JR	10/18/00		3-2768

NO	REVISION	BY	DATE	CHK
1	UPDATED SPECS.	RV	10/18/00	NA









CONTAINER	A	B
20 CU YD CABLE	3'-6"	4'-4 1/2"
30 CU YD CABLE	5'-2"	6'-0 1/2"
40 CY YD CABLE	7'-0"	7'-10 1/2"

STANDARD DUTY

NO	NAME/DESCRIPTION

STANDARD RECTANGULAR
ROLL OFF CONTAINERS

RV	3/8"=1'		1 OF 1
JR	10/18/00		S-2789

COUNTY of HIDALGO



EDINBURG, TEXAS 78539

MEMO
(REVISED)

DATE: AUGUST 15, 2008
TO: HIDALGO COUNTY PURCHASING DEPARTMENT
C/O MOISES SALAZAR, BUYER II
FROM: HIDALGO COUNTY PRECINCT #4
REF: ROLL-OFF CONTAINER RECOMMENDATION

HIDALGO COUNTY PCT. #4 IS HEREBY RECOMMENDING THE PURCHASE OF THREE (**3**) R-2260 30 YD CONTAINERS FROM **HGAC** VENDOR **B & C BODY COMPANY** IN THE AMOUNT OF **$5,384.00** EACH PLUS **$516.00** DELIVERY CHARGE FOR A TOTAL OF **$16,668.00**.

THESE CONTAINERS WILL BE PAID FROM ACCOUNT:
#8-1100-432-00-124-001-0-748.

PURCHASING REQUISITION **#137257** HAS BEEN STARTED FOR THIS PURCHASE.

SHOULD YOU HAVE ANY QUESTIONS, PLEASE FEEL FREE TO CONTACT MY OFFICE, THANK YOU.

CC: COUNTY FILES

THE COUNTY OF HIDALGO TEXAS

AI-10665 **14.D.2.**

SOQ - APPRAISAL SERVICES-PCT #4
CC REGULAR

Date: 08/19/2008
Submitted By: Laura Moya, PURCHASING DEPT.
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Prct. 4

Information

CAPTION

A. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A)(4) a professional service for Appraisal Services in connection with Hidalgo County Precinct No 4 Various Projects including, but not limited to, acquisitions and/or disposition on an as needed and (if applicable) completion time proposed basis;

B. Presentation of scoring grid (for the purposes of ranking by CC) of the firms graded & evaluated through the County's approved "pool" of Appraiser in connection with professional appraisal services required for Hidalgo County Precinct No 4 Various Projects including, but not limited to acquistions and/or dispositions on an as needed and (if applaicable) completion time proposed basis;
1)_____; 2)_____;
3_____;

4)_____; 5)_____;
6)_____;

C. Presentation for discussion, consideration and approval of the following:
1) appraisal will be order through purchase order(s) or services contracts;
2) limits (if any) of the number of appraisals requested under this method of engagement;
3) determining factor, if any (i.e. complettion time proposed);

D. If applicable, authority for the Purchasing Department to negotiate a professional Appraisal Services Contract with _____ for the provision of Appraisal Services for Hidalgo County Precinct No 4 Various Projects.

BACKGROUND

Fiscal Impact

Attachments

Link: APPRAISER'S POOL

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Nielda Cavazos	08/15/2008 08:32 AM	APRV
2	Budget & Management	Veronica Lopez	08/15/2008 08:45 AM	APRV
3	Manuel Chapa	Manuel Chapa	08/15/2008 01:16 PM	APRV
4	Auditor's Office		08/15/2008 05:32 PM	NEW

Form Started By: Laura Moya

Started On: 08/14/2008 03:32 PM

Final Approval Date: 08/15/2008

HIDALGO COUNTY PURCHASING DEPARTMENT

RFQ ACCEPTANCE SHEET

DEPARTMENT NAME: Hidalgo County

DESCRIPTION OF RFQ: Real Estate Appraisers and Surveyors

RFQ ACCEPTANCE DATE: January 16, 2008

RFQ ACCEPTANCE TIME: 9:30 a.m.

RFQ NO: 08-004-001-06-OTM **Effective Period:** February 8, 2008 through February 8, 2009

RFQ#	NAME OF COMPANY	ACKNOWLEDGMENT OF RECEIPT OF STATEMENT OF QUALIFICATIONS
		APPRAISERS
#01	**HLH Appraisal Service** **Harvey L. Heerseen** **6107 Aberton Forest Drive** **Houston, Texas 77084** **Ph#(281) 855-7763 office** **Cell (281) 799-5652** **heerseen@sbcglobal.net**	√
#02	**Robinson, Duffy & Barnard, LLP.** **Bryan S. Duffy, MAI** **1906 East Tyler Avenue, Suite C** **Harlingen, Texas 78550** **Ph#(956)428-4480** **Fax#(956)428-4154** **bduffy@rdbllp.com**	√
#03	**Leonel Garza, Jr. & Associates, LLC.** **Leonel Garza, III, Owner** **1419 Dove, Suite 1** **McAllen, Tx 78504** **Ph.# (956) 687-7295** **Fax.# (956) 687-9236** **leonel3@aol.com**	√
#04	**Aguirre and Patterson, Inc.** **Joe Patterson, President** **3315 N. McColl Road** **McAllen, Texas 78501** **Ph#(956)686-4532** **Fax#(956) 686-6011** **patterson@bixrgv.rr.com**	√
#05	**Professional Appraisal Service, Inc.** **John H. Malcolm, Jr. - President** **PO Box 3722** **McAllen, Tx 78502** **Ph.# (956) 687-9535 Fax.# (956) 687-9539** **jmalcom@proappraisal.com**	√

AI-10578 **14.E.1.**

IRON PORT C150
CC REGULAR

Date: 08/19/2008
Submitted By: Matilde Faz, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** IT Department

Information

CAPTION

Requesting ratification of P.O.# 607827 (solicited through quotes) for the purchase of hardware/equipment specifically (1,000) iron port c150 appliances and dlp modules for enterprise ronport antispam protection-single appliance bundle (1) year, with Calendce for the (I. T.) Information Technology Department (requisition #136960) in the amount of $11,292.72.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1332-415-00-200-007-0-747
FUNDS AVAILABLE Y/N?: yes **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

PO # 607827 in the amt. of $11,292.72 was created to fund this item. Remaining available balance in acct. as of 08/15/08 $6,621.50.

Attachments

Link: CALENCE IT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Nielda Cavazos	08/15/2008 08:33 AM	APRV
2	Budget & Management	Veronica Lopez	08/15/2008 08:46 AM	APRV
3	Veronica Lopez	Veronica Lopez	08/15/2008 09:14 AM	APRV
4	Rey Salazar	Rey Salazar	08/15/2008 11:05 AM	APRV
5	Auditor's Office	Linda Fong	08/15/2008 01:07 PM	APRV
6	Court Administrator	Angela Garcia	08/15/2008 03:22 PM	APRV

Form Started By: Matilde Faz Started On: 08/12/2008 02:43 PM

Final Approval Date: 08/15/2008

Requisition

Req # 00136960

PO #.

Date: 08/04/08

Regular
10578
8/19/08

Bill To: x
x

Vendor : 327913
CALENCE LLC
2712 N. MCCOLL
MCALLEN TX 78501
FAX (408)547-0327

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

Contact: **EDNA KIRBY**
956-292-7010

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		QUOTE # Q-067740-3		
		DO NOT DUPLICATE ORDER		
1000	EACH	IRON PORT C150 APPLIANCE AND DLP MODULES FOR ENTERPRISE RONPORT ANTISPAM PROTECTION -SINGLE APPLIANCE BUNDLE 1YEAR	11.29	11,290.00
1	EACH	DIFFERENCE FROM VENDOR	2.72	2.72
		Account No	Encumbrance	
		8-1332-415-00-200-007-0-747	11,292.72	
			Freight	.00
			Total	11,292.72
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Xobj code

48420

AKA Intangible asset - >= $1,000 - more than one year right to use

Jenter? or Co-op?

Authorized By: _____

CALENCE

1560 West Fountainhead Parkway
2nd Floor
Tempe, AZ 85282

Quotation

Quote Number.....: Q-067740-3
Date.....: 8/6/2008
Shipping Terms.....: FOB - O
Payment Terms.....: Net 30 days
Quote Valid Thru...: 6/11/2008

Account Manager Berger, Diana
diana.berger@calence.com
Phone (956) 661-5561
Client Advocate Fain, Timothy
timothy.fain@calence.com
Phone (512) 691-2026
Fax (512) 691-9480

County of Hidalgo
Information Technology Department
100 N. Closner, 1st Floor
Edinburg, TX 78539

Part Number	Description	Qty	Trade in	Unit price	Ext Price
C150-BUN-R-NA	IronPort C150 Appliance and DLP Modules for Enterprise	1	$	$	$ 0.00
EBUN-1A-GV-S-1Y	ronPort AntiSpam Protection - Single appliance bundle 1 year	1,000	$	$ 11.29	$ 11,292.72

* Freight estimate provided is based on ground level servi
* Please contact your Account Manager for financing options.

TERMS AND CONDITIONS

The terms and conditions that shall govern and apply to this transaction are located at the following URL, which are incorporated herein by this reference: http://www.calence.com/about/StandardTerms.pdf

Total Hardware	**$**	**11,292.72**
Total Maintenance	**$**	**0.00**
Estimated Tax	**$**	**0.00**
Estimated Freight	**$**	**0.00**
Quote Total	**$**	**11,292.72**

Proprietary and confidential. For use only by addressee.

ANIDIRECT
NETWORK SECURITY SOLUTIONS

Proposal and Quotation

Quote Date: 8/5/2008

Expiration Date: 8/31/2008

Customer Information		Sales Rep Information	Quote # AAAQ28910
Name:	**Stan Ramos**	**ANI Direct Rep:**	**Kenneth Bardin III**
Company:	**Hidalgo County Information**	**Vendor Rep:**	
Address 1:	**100 e cano 4th floor**	**Address:**	**4006 Beltline Road Suite 275**
Address 2:		**City/St/Zip:**	**Addison TX 75001**
City/St/Zip:	**Edinburg, TX 78539**	**Country:**	**United States**
Country:		**Phone #:**	**(214) 764-6563**
Phone #:	**(956)292-7010**	**Fax #:**	**(972) 385-9771**
Fax #:		**e-mail:**	**kenny.bardin@anidirect.com**
e-mail:	**stan.ramos@co.hidalgo.tx.us**	**Office:**	**TX-Texas - Dallas**

Part #	Description	Quantity	Unit Price	Total Price
IROMPORT C 150	C150-BUN-R-NA IRONPORT C150 APPLIANCE AND DLP MODULE FOR ENTERPRISE QTY-1	1	$0.00	$0.00
1 Year IRONPORT Appliance	1 Year IRONPORT C 150 Appliance *****ANTI-SPAM Reputation Filters 1 Year Support/Maintanance Full support through ANI Direct	999	$9.66	$9,650.34
		Products and Services Total:		$9,650.34
BCS-PS-IRONPORT-ONSITE	OPTIONAL PRO SERVICES ANI Direct Daily (8 hour) IronPort Installation (On Site) + T&E (Daily based on SOW) ****EDUCATION,TRAINING,CONFIG,INSTALLATIONS	1	$1,700.00	$1,700.00
		Products and Services Total:		$1,700.00
	Running SubTotal			$11,350.34

Signature _____ **Date** _____

Please fill in the amount that you are authorizing ANI Direct LLC to bill you Payable in 30 days. Total

**** Purchase Order Must Note ****

End-user's name / email / phone # for software updates

F.O.B: Origin **Terms: Net 30**

Please call for financing or leasing options $5,000 Minimum.

Standard Shipping method is ground service-charges varies

Shipping and handling is $19.85 E download charge $7.95

Please add applicable taxes

*****We appreciate your business*****

This Quotation is only valid in the United States

All amounts on this quote are in US Dollar

Please fax to (972) 385-9771, Attn: Kenneth Bardin III

PO should be made out to ANI Direct LP.

ANI Direct LP ; 4006 Beltline Road Suite 275, Addison TX 75001

http://www.anidirect.com FEDERAL TAX ID # 90-0112566

Edna Kirby

From: Jay Carlile [jaycar@cdwg.com]
Sent: Wednesday, July 16, 2008 11:57 AM
To: Edna Kirby
Subject: RE: Requesting Quote

CDW unauthorized to sell at this time. Soon we should be able to. Sorry about that.

Jay Carlile
CDWG

From: Edna Kirby [mailto:edna.kirby@co.hidalgo.tx.us]
Sent: Tuesday, July 15, 2008 3:22 PM
To: Jay Carlile
Subject: Requesting Quote

Hello Jay,

I need a quote for IronPort C150 Appliance and DLP Modules for Enterprise, ronPort AntiSpam Protection –Single appliance bundle 1 year. Can you provide me with a quote?

Thank you,
Edna

Matilde Faz

From: Renán Ramirez [renan@co.hidalgo.tx.us]
Sent: Wednesday, August 13, 2008 3:46 PM
To: matilde.faz@co.hidalgo.tx.us
Cc: martha.salazar@co.hidalgo.tx.us; edna.kirby@co.hidalgo.tx.us
Subject: IronPort

Matty,

I would like to request that you proceed with the purchase of IronPort through the Calence quote that was provided to purchasing by this department. At this time we were unable to find this product on a cooperative list and therefore I believe proceeding with the three quotes is the way to go.

If you have any questions please feel free to contact me.

Thanks!

==========

Renán Ramirez
Chief Information Officer
Information Technology Department
Hidalgo County, Texas
P: 956.289.7444
E: renan@co.hidalgo.tx.us

Please refrain from printing this email unless completely necessary. Go Green!

AI-10675 **14.E.2.**

Authority to Advertise Request for Sealed Bids
CC REGULAR

Date: 08/19/2008
Submitted By: Marty Salazar, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** IT Department

Information

CAPTION

Requesting authority to advertise a Request for Sealed Bids for: "Antivirus Security Software" compatible with the branded network in production at Hidalgo County including support and maintenance with specifications to be drafted and provided to the Purchasing Department by the IT Department.

BACKGROUND

Schedule of Events for Publication:
1st. Ad -August 23, 2008
2nd. Ad- August 30, 2008
Bid Opening Date: 9-10-08 Wednesday
Anticipated bid award: 9-16-08

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** pending
FUNDS AVAILABLE Y/N?: pending **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Project would be funded through the IT budget. At this time only funding consideration is advertising expenses.

Funding for this item would be determined at time of bid award and contract execution.

Possible funding source is the Countywide IT G/F acct #8-1100-415-00-200-002-0-XXX.

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department (Originator)	Marty Salazar	08/15/2008 11:10 AM	APRV
2	Budget & Management	Veronica Lopez	08/15/2008 11:25 AM	APRV
3	Ivan Cantu	Ivan Cantu	08/15/2008 02:30 PM	APRV
4	Auditor's Office		08/15/2008 05:32 PM	NEW

Form Started By: Marty Salazar

Started On: 08/15/2008 10:45 AM

Final Approval Date: 08/15/2008

AI-10658 **14.F.1.**

BCAP PRECINCT NO 1 - WORK AUTHORIZATION
CC REGULAR

Date: 08/19/2008
Submitted By: Laura Moya, PURCHASING DEPT.
Department: PURCHASING DEPT.

Agenda Area: Purchasing Department **Purchasing only:** CAP Pct.1

Information

CAPTION

Presentation for consideration, discussion, acceptance, and approval of:
A. Work Authorization #1 with a proposed fee of $2,285.40 Bernal Subd.
B. Work Authorization #2 with a proposed fee of $2,491.29 La Palma Subd.
C. Work Authorization #3 with a proposed fee of $2,285.40 Chapa 3 Subd.
D. Work Authorization #4 with a proposed fee of $2,636.65 Highland Subd.
with L & G Engineering Laboratory, L.L.C. to provide Construction Material testing services to Hidalgo County BCAP Precinct No. 1.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1311-431-00-121-105-1-339
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Bernal - Available Balance as of 8-14-08 $1,310.60.

Spoke to Agapito Vargas from BCAP. The work authorizations for this item are estimates made by the engineer. Line item transfers will be made at a later time if necessary based on actual costs (IC 8-15-08).

FISCAL YEAR: 2008 **ACCT. #:** 8-1311-431-00-121-318-1-339
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

High Land - Available Balance as of 8-14-08 $1,999.16.

Spoke to Agapito Vargas from BCAP. The work authorizations for this item are estimates made by the engineer. Line item transfers will be made at a later time if necessary based on actual costs (IC 8-15-08).

FISCAL YEAR: 2008 **ACCT. #:** 8-1311-431-00-121-150-1-339
FUNDS AVAILABLE Y/N?: N **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Chapa III-No funds available as of 8-14-08.

Spoke to Agapito Vargas from BCAP. The work authorizations for this item are estimates made by the engineer. Line item transfers will be made at a later time if necessary based on actual costs (IC 8-15-08).

FISCAL YEAR: 2008 **ACCT. #:** 8-1311-431-00-121-391-0-339

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

BUDGETARY IMPACT:

La Palma S/D-No funds available as of 8-14-08.

Spoke to Agapito Vargas from BCAP. The work authorizations for this item are estimates made by the engineer. Line item transfers will be made at a later time if necessary based on actual costs (IC 8-15-08).

Attachments

Link: 10658

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	08/14/2008 03:30 PM	APRV
2	Budget & Management	Veronica Lopez	08/14/2008 03:47 PM	APRV
3	Ivan Cantu	Ivan Cantu	08/15/2008 08:45 AM	APRV
4	Auditor's Office		08/15/2008 05:32 PM	NEW

Form Started By: Laura Moya Started On: 08/14/2008 02:42 PM

Final Approval Date: 08/15/2008

SYLVIA S. HANDY
COUNTY COMMISSIONER, PCT. 1

(956) 968-8733 FAX (956) 973-7824
1902 JOE STEPHENS AVE.
Weslaco, Texas 78596

FAX COVERSHEET

To: Laura Hinojosa **From:** John Paul

Fax: 318-2629 **Pages:** 36

Phone: **Date:** 8/13/08

Re: Work Authorizations **CC:**

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

- Comments

Notice of Confidentiality

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

Memorandum

To: Laura Moya, C.A.P. Purchasing Agent

From: John Paul Lugo, Colonia Access Program Coordinator

Date: 8/13/2008

Re: Work Authorizations (L & G Engineering Laboratory)

Mrs. Moya, please place the following work authorizations on the next Commissioner's Court date. The colonia's are listed below.

1)	Bernal Subdivision	8-1311-431-00-121-105-1-339
2)	La Palma Subdivision	8-1311-431-00-121-391-0-339
3)	Chapa 3 Subdivision	8-1311-431-00-121-150-1-339
4)	Highland Subdivision	8-1311-431-00-121-318-1-339

If you have any questions or concerns, please do not hesitate to call me at (956) 968-8733.

Thank You.

L&G Engineering Laboratory
Construction Material Testing
Geotechnical Engineering

July 16, 2008

Mr. Joseph Palacios
Chief Administrator
County of Hidalgo, Precinct No. 1
1902 Joe Stevens Drive
Weslaco, Texas 78596

RE: Work Authorization No. 3 / Chapa 3-Mile 12 ½ N. Subdivision (between FM 88 & Mile 6 West) Construction Project

Dear Mr. Palacios:

L&G Engineering Laboratory, L.L.C. (L&G), is thankful for providing you two (2) signed original work authorization forms for Construction Materials Testing Services for the referenced project as per your request. We are attaching the following in duplicate:

- Work Authorization No. 3
- The Scope of Services (Owner) (Attachment A)
- The Scope of Services (Engineer) (Attachment B).
- Work Schedule (Attachment C)
- Project Cost Proposal (Attachment D)

L & G Engineering Laboratory, L.L.C. appreciates the opportunity to submit Work Authorization No. 3 and look forward to working with **Hidalgo County Pct. 1.** If I may be of any additional assistance or any additional information is required, please feel free to contact me at 956-565-0760 or 956-463-2008.

Sincerely,
L&G ENGINEERING LABORATORY, L.L.C.

Ricardo A. Gil
General Manager

Attachments

2100 W. Expressway 83 • Mercedes, TX 78570 • Office: (956) 565-0760 • Fax: (956) 565-6746
900 S. Stewart Rd., Ste. 9 • Mission, TX 78572 • Office: (956) 583-7117 • Fax: (956) 583-7116

HIDALGO COUNTY

Professional Engineering Services
Contract # C-CAP-08-022-05-20
Work Authorization Form

WORK AUTHORIZATION NO. 03

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

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Engineer** to provide **Construction Materials Testing Services for Chapa 3-Mile 12 ½ N. Subdivision (between FM 88 & Mile 6 West) Project in Hidalgo County Precinct No. One (1).**

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

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

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is **$2,285.40**. This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "D".**

PART 3. PAYMENT

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with Article/Part/Section 5.1 of the Agreement.

PART 4. FUNDING

This Work Authorization No.03 shall be funded through funding source:

Account No. 8-1311-431-00-121-160-1-339.

Requisition Number _____ **(MUST BE INCLUDED AFTER CC APPROVAL)**

PART 5. PERIOD OF SERVICE

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of scopes of the work authorization or (DATE).

PART 6. RESPONSIBILITIES AND OBLIGATIONS

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

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by Hidalgo County Precinct No.1 Commissioner Sylvia Handy as to content and detail of this Work Authorization No. # 03.

HIDALGO COUNTY
COMMISSIONER PRECINCT NO. 1:
BY:_____

PART 8. ACCEPTANCE AND APPROVAL

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

THE ENGINEER:
L&G ENGINEERING LABORATORY, LLC

_____
By: Jacinto Garza

THE OWNER:
HIDALGO COUNTY

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

ATTEST:

_____
by: Arturo Guajardo, J.R. - County Clerk

LIST OF ATTACHMENTS

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

ATTACHMENT "A"
Scope of Services (Owner)

PROJECT: **Chapa 3-Mile 12 ½ N. Subdivision (between FM 88 & Mile 6 West) Construction Project in Hidalgo County Precinct No. One (1)**

SERVICES TO BE PROVIDED BY OWNER

The County of Hidalgo will provide **L&G Engineering Laboratory, LLC** with **Construction Documents, Plans and Specifications** for the **Chapa 3-Mile 12 ½ N. Subdivision (between FM 88 & Mile 6 West) Construction Project**.

ATTACHMENT "B"

Scope of Services (Engineer)

PROJECT: **Chapa 3-Mile 12 N. Subdivision (between FM 88 & Mile 6 West) Construction Project in Hidalgo County Precinct No. One (1)**

GENERAL SCOPE OF WORK

The Scope of Work will entail providing **The County of Hidalgo** with **Construction Materials Testing Services.**

The Scope of Work is identified as follows:

- ***Construction Materials Testing Services***

L&G Engineering Laboratory will furnish all equipment, materials, supplies, and incidentals as needed to perform the services required by this Contract: The work is as follows:

Construction Materials Testing Services

L&G Engineering Laboratory, L.L.C. will provide **The County of Hidalgo** with **Construction Materials Testing Services** for the **Chapa 3-Mile 12 ½ N. Subdivision (between FM 88 & Mile 6 West) Construction Project in Hidalgo County Precinct No. One (1).**

The services to be provided are as follows:

- Sampling and laboratory testing of soils and base materials proposed for use in the construction of Roads and Bridges to determine compliance of these materials with project plans and specifications.
- Field density testing of soils and base materials to ensure proper compaction as required by project plans and specifications.
- Field sampling and testing of fresh concrete, and Laboratory testing of hardened concrete to determine compliance with project plans and specifications.
- Field Compaction testing of Asphalt to ensure proper compaction during lay down operations.
- Field inspection, sampling and laboratory testing of Asphalt materials to determine their materials properties and their compliance with project plans and specifications.
- Any additional laboratory testing as required/requested by **The County of Hidalgo and the project plans and specifications.**

- Provide accurate and timely reports to **The County of Hidalgo** and all/other recipients as designated by the County.

Engineering Services

L&G Engineering Laboratory, L.L.C. will provide an engineer's review of all test results to determine compliance with all project plans and specifications.

Scheduling of Services

L & G Engineering Laboratory is prepared to make a commitment to **The County of Hidalgo's** materials testing needs. L & G Engineering Laboratory makes every effort to respond to its clients as requests are received, and every effort will be made to keep scheduling conflicts to a minimum. As any other firm or business providing a service, L & G Engineering Laboratory prefers to schedule field and laboratory work with as much advance notice as possible. L & G Engineering Laboratory understands; however, that certain situations may occur when the Client may have a need for Materials Testing Services with as little or no advance notice. During these instances, L & G Engineering Laboratory will make every effort to dispatch personnel to the project within one (1) hour of the Client's request for services.

ATTACHMENT "C"
Work Schedule

PROJECT: **Chapa 3-Mile 12 ½ N. Subdivision (between FM 88 & Mile 6 West) Construction Project in Hidalgo County Precinct No. One (1)**

Work Schedule

L&G Engineering Laboratory will provide **Hidalgo County Pct. # 1** with **Construction Materials Testing Services** as outlined in **Contract Agreement C-CAP-08-022-05-20.**

ATTACHMENT "D"
Cost Proposal

PROJECT: **Chapa 3-Mile 12 ½ N. Subdivision (between FM 88 & Mile 6 West) Construction Project in Hidalgo County Precinct No. One (1).**

See Attached

Attachment "D"
Chapa 3 Mile 12 1/2 North Between FM 88 & Mi. 6 West
Prepared For Hidalgo County Pct. No. 1

In Situ Subgrade Laboratory Testing				
Tech Time	2	Hrs.	$43.60	$87.20
Trip Charge	15	Mi	$0.473	$7.10
Proctor	1	Ea.	$170.20	$170.20
Atterberg	1	Ea.	$47.85	$47.85
Admin.	0.5	Hrs.	$42.55	$21.28
Eng. Spec.	0.25	Hrs.	$58.50	$14.63
Engineer	0.25	Hrs.	$134.95	$33.74
			Sub.	**$381.98**

In-Situ Subgrade Field Density Testing				
Tech Time	2	Hrs.	$43.60	$87.20
Trip Charge	15	Mi	$0.473	$7.10
Comp. Test	1	Ea.	$19.15	$19.15
Admin.	0.5	Hrs.	$42.55	$21.28
Eng. Spec.	0.25	Hrs.	$58.50	$14.63
Engineer	0.25	Hrs.	$134.95	$33.74
			Sub.	**$183.08**

Roadway Base Materials Testing - Laboratory				
Tech Time	3	Hrs.	$43.60	$130.80
Trip Charge	15	Mi.	$0.473	$7.10
Sieve Analysis	1	Ea.	$47.90	$47.90
Texas Wet Ball Mill	1	Ea.	$186.20	$186.20
Atterberg	1	Ea.	$47.85	$47.85
Moisture-Density Determ	1	Ea.	$170.20	$170.20
Admin	2	Hrs.	$42.55	$85.10
Eng. Spec.	0.25	Hrs.	$58.50	$14.63
Engineer	0.25	Hrs.	$134.95	$33.74
			Sub.	**$723.51**

Base Material Field Density Testing				
Tech Time	2	Hrs.	$43.60	$87.20
Trip Charge	15	Mi	$0.473	$7.10
Comp. Test	1	Ea.	$19.15	$19.15
Admin.	0.25	Hrs.	$42.55	$10.64
Eng. Spec.	0.25	Hrs.	$58.50	$14.63
Engineer	0.25	Hrs.	$134.95	$33.74
			Sub.	**$172.45**

Asphalt Testing-Field and Laboratory				
Tech Time	6	Hrs.	$53.40	$320.40
Trip Charge	30	Mi	$0.473	$14.19
Rolling Patterns	1	Ea.	$31.90	$31.90
Laboratory Molded (ga)	3	Ea.	$26.60	$79.80
%AC-Grad	1	Ea.	$186.10	$186.10
Rice Gravity (gr)	1	Ea.	$90.40	$90.40
Admin.	0.5	Hrs.	$42.55	$21.28
Asphalt Thickness	1	Ea.	$31.95	$31.95
Eng. Spec.	0.25	Hrs.	$58.50	$14.63
Engineer	0.25	Hrs.	$134.95	$33.74
			Sub.	$824.38

Total Estimated Materials Testing Fees $2,285.40

L&G Engineering Laboratory
Construction Material Testing
Geotechnical Engineering

July 16, 2008

Mr. Joseph Palacios
Chief Administrator
County of Hidalgo, Precinct No. 1
1902 Joe Stevens Drive
Weslaco, Texas 78596

RE: Work Authorization No. 4 / La Palma 1 Subdivision (between Mile 7 North 500' East of Midway Rd.) Construction Project

Dear Mr. Palacios:

L&G Engineering Laboratory, L.L.C. (L&G), is thankful for providing you two (2) signed original work authorization forms for Construction Materials Testing Services for the referenced project as per your request. We are attaching the following in duplicate:

- Work Authorization No. 4
- The Scope of Services (Owner) (Attachment A)
- The Scope of Services (Engineer) (Attachment B).
- Work Schedule (Attachment C)
- Project Cost Proposal (Attachment D)

L & G Engineering Laboratory, L.L.C. appreciates the opportunity to submit Work Authorization No. 4 and look forward to working with **Hidalgo County Pct. 1.** If I may be of any additional assistance or any additional information is required, please feel free to contact me at 956-565-0760 or 956-463-2008.

Sincerely,
L&G ENGINEERING LABORATORY, L.L.C.

Ricardo A. Gil
General Manager

Attachments

2100 W. Expressway 83 • Mercedes, TX 78570 • Office: (956) 565-0760 • Fax: (956) 565-6746
900 S. Stewart Rd., Ste. 9 • Mission, TX 78572 • Office: (956) 583-7117 • Fax: (956) 583-7116

HIDALGO COUNTY

Professional Engineering Services
Contract # C-CAP-08-022-05-20
Work Authorization Form

WORK AUTHORIZATION NO. 04

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

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Engineer** to provide **Construction Materials Testing Services for La Palma 1 Subdivision (between Mile 7 North 500' East of Midway Rd.) Project in Hidalgo County Precinct No. One (1).**

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

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

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is **$2,636.65**. This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "D".**

PART 3. PAYMENT

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with Article/Part/Section 5.1 of the Agreement.

PART 4. FUNDING

This Work Authorization No.04 shall be funded through funding source:
Account No. 8-1311-431-00-121-391-0339.
Requisition Number _____ **(MUST BE INCLUDED AFTER CC APPROVAL)**

PART 5. PERIOD OF SERVICE

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of scopes of the work authorization or (DATE).

PART 6. RESPONSIBILITIES AND OBLIGATIONS

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

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by Hidalgo County Precinct No.1 Commissioner Sylvia Handy as to content and detail of this Work Authorization No. # 04.

HIDALGO COUNTY
COMMISSIONER PRECINCT NO. 1:
BY:_____

PART 8. ACCEPTANCE AND APPROVAL

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

THE ENGINEER:
L&G ENGINEERING LABORATORY, LLC

_____
By: Jacinto Garza

THE OWNER:
HIDALGO COUNTY

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

ATTEST:

_____
by: Arturo Guajardo, J.R. - County Clerk

LIST OF ATTACHMENTS

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

ATTACHMENT "A"
Scope of Services (Owner)

PROJECT: **La Palma 1 Subdivision (between Mile 7 North 500' East of Midway Rd.) Construction Project in Hidalgo County Precinct No. One (1)**

SERVICES TO BE PROVIDED BY OWNER

The County of Hidalgo will provide **L&G Engineering Laboratory, LLC** with **Construction Documents, Plans and Specifications** for the **La Palma 1 Subdivision (between Mile 7 North 500' East of Midway Rd.) Construction Project**.

ATTACHMENT "B"
Scope of Services (Engineer)

PROJECT: **La Palma 1 Subdivision (between Mile 7 North 500' East of Midway Rd.) Construction Project in Hidalgo County Precinct No. One (1)**

GENERAL SCOPE OF WORK

The Scope of Work will entail providing **The County of Hidalgo** with **Construction Materials Testing Services.**

The Scope of Work is identified as follows:

- ***Construction Materials Testing Services***

L&G Engineering Laboratory will furnish all equipment, materials, supplies, and incidentals as needed to perform the services required by this Contract: The work is as follows:

Construction Materials Testing Services

L&G Engineering Laboratory, L.L.C. will provide **The County of Hidalgo** with **Construction Materials Testing Services** for the **La Palma 1 Subdivision (between Mile 7 North 500' East of Midway Rd.) Construction Project in Hidalgo County Precinct No. One (1).**

The services to be provided are as follows:

- Sampling and laboratory testing of soils and base materials proposed for use in the construction of Roads and Bridges to determine compliance of these materials with project plans and specifications.
- Field density testing of soils and base materials to ensure proper compaction as required by project plans and specifications.
- Field sampling and testing of fresh concrete, and Laboratory testing of hardened concrete to determine compliance with project plans and specifications.
- Field Compaction testing of Asphalt to ensure proper compaction during lay down operations.
- Field inspection, sampling and laboratory testing of Asphalt materials to determine their materials properties and their compliance with project plans and specifications.
- Any additional laboratory testing as required/requested by **The County of Hidalgo and the project plans and specifications.**

- Provide accurate and timely reports to **The County of Hidalgo** and all/other recipients as designated by the County.

Engineering Services

L&G Engineering Laboratory, L.L.C. will provide an engineer's review of all test results to determine compliance with all project plans and specifications.

Scheduling of Services

L & G Engineering Laboratory is prepared to make a commitment to **The County of Hidalgo's** materials testing needs. L & G Engineering Laboratory makes every effort to respond to its clients as requests are received, and every effort will be made to keep scheduling conflicts to a minimum. As any other firm or business providing a service, L & G Engineering Laboratory prefers to schedule field and laboratory work with as much advance notice as possible. L & G Engineering Laboratory understands; however, that certain situations may occur when the Client may have a need for Materials Testing Services with as little or no advance notice. During these instances, L & G Engineering Laboratory will make every effort to dispatch personnel to the project within one (1) hour of the Client's request for services.

ATTACHMENT "C"
Work Schedule

PROJECT: **La Palma 1 Subdivision (between Mile 7 North 500' East of Midway Rd) Construction Project in Hidalgo County Precinct No. One (1)**

Work Schedule

L&G Engineering Laboratory will provide **Hidalgo County Pct. # 1** with **Construction Materials Testing Services** as outlined in **Contract Agreement C-CAP-08-022-05-20.**

Attachment "D"
La Palma 1 Subdivision between Mile 7 N.-500' East of Midway
Prepared For Hidalgo County Pct. No. 1

In Situ Subgrade Laboratory Testing				
Tech Time	2	Hrs.	$43.60	$87.20
Trip Charge	15	Mi	$0.473	$7.10
Proctor	1	Ea.	$170.20	$170.20
Atterberg	1	Ea.	$47.85	$47.85
Admin.	0.5	Hrs.	$42.55	$21.28
Eng. Spec.	0.25	Hrs.	$58.50	$14.63
Engineer	0.25	Hrs.	$134.95	$33.74
			Sub.	**$381.98**

In-Situ Subgrade Field Density Testing				
Tech Time	2	Hrs.	$43.60	$87.20
Trip Charge	15	Mi	$0.473	$7.10
Comp. Test	6	Ea.	$19.15	$114.90
Admin.	0.5	Hrs.	$42.55	$21.28
Eng. Spec.	0.25	Hrs.	$58.50	$14.63
Engineer	0.25	Hrs.	$134.95	$33.74
			Sub.	**$278.83**

Roadway Base Materials Testing - Laboratory				
Tech Time	3	Hrs.	$43.60	$130.80
Trip Charge	15	Mi.	$0.473	$7.10
Sieve Analysis	1	Ea.	$47.90	$47.90
Texas Wet Ball Mill	1	Ea.	$186.20	$186.20
Atterberg	1	Ea.	$47.85	$47.85
Moisture-Density Determ	1	Ea.	$170.20	$170.20
Admin	2	Hrs.	$42.55	$85.10
Eng. Spec.	0.25	Hrs.	$58.50	$14.63
Engineer	0.25	Hrs.	$134.95	$33.74
			Sub.	**$723.51**

Base Material Field Density Testing				
Tech Time	2	Hrs.	$43.60	$87.20
Trip Charge	15	Mi	$0.473	$7.10
Comp. Test	6	Ea.	$19.15	$114.90
Admin.	0.25	Hrs.	$42.55	$10.64
Eng. Spec.	0.25	Hrs.	$58.50	$14.63
Engineer	0.25	Hrs.	$134.95	$33.74
			Sub.	**$268.20**

Asphalt Testing-Field and Laboratory				
Tech Time	6	Hrs.	$53.40	$320.40
Trip Charge	30	Mi	$0.473	$14.19
Rolling Patterns	1	Ea.	$31.90	$31.90
Laboratory Molded (ga)	3	Ea.	$26.60	$79.80
%AC-Grad	1	Ea.	$186.10	$186.10
Rice Gravity (gr)	1	Ea.	$90.40	$90.40
Admin.	0.5	Hrs.	$42.55	$21.28
Asphalt Thickness	6	Ea.	$31.95	$191.70
Eng. Spec.	0.25	Hrs.	$58.50	$14.63
Engineer	0.25	Hrs.	$134.95	$33.74
			Sub.	$984.13

Total Estimated Materials Testing Fees $2,636.65

L&G Engineering Laboratory
Construction Material Testing
Geotechnical Engineering

July 16, 2008

Mr. Joseph Palacios
Chief Administrator
County of Hidalgo, Precinct No. 1
1902 Joe Stevens Drive
Weslaco, Texas 78596

RE: Work Authorization No. 1 / Bernal Subdivision (between FM 491 & Mile 12 North) Construction Project

Dear Mr. Palacios:

L&G Engineering Laboratory, L.L.C. (L&G), is thankful for providing you two (2) signed original work authorization forms for Construction Materials Testing Services for the referenced project as per your request. We are attaching the following in duplicate:

- Work Authorization No. 1
- The Scope of Services (Owner) (Attachment A)
- The Scope of Services (Engineer) (Attachment B).
- Work Schedule (Attachment C)
- Project Cost Proposal (Attachment D)

L & G Engineering Laboratory, L.L.C. appreciates the opportunity to submit Work Authorization No. 1 and look forward to working with **Hidalgo County Pct. 1.** If I may be of any additional assistance or any additional information is required, please feel free to contact me at 956-565-0760 or 956-463-2008.

Sincerely,
L&G ENGINEERING LABORATORY, L.L.C.

Ricardo A. Gil
General Manager

Attachments

2100 W. Expressway 83 • Mercedes, TX 78570 • Office: (956) 565-0760 • Fax: (956) 565-6746
900 S. Stewart Rd., Ste. 9 • Mission, TX 78572 • Office: (956) 583-7117 • Fax: (956) 583-7116

HIDALGO COUNTY

Professional Engineering Services
Contract # C-CAP-08-022-05-20
Work Authorization Form

WORK AUTHORIZATION NO. 01

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

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Engineer** to provide **Construction Materials Testing Services for Bernal Subdivision (between FM 491 & Mile 12 North) Project in Hidalgo County Precinct No. One (1).**

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

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

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is **$2,458.86**. This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "D".**

PART 3. PAYMENT

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with Article/Part/Section 5.1 of the Agreement.

PART 4. FUNDING

This Work Authorization No.01 shall be funded through funding source:

Account No. 8-1311-431-00-121-105-1-337

Requisition Number _____ **(MUST BE INCLUDED AFTER CC APPROVAL)**

PART 5. PERIOD OF SERVICE

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of scopes of the work authorization or (DATE).

PART 6. RESPONSIBILITIES AND OBLIGATIONS

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

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by Hidalgo County Precinct No.1 Commissioner Sylvia Handy as to content and detail of this Work Authorization No. # 01.

HIDALGO COUNTY
COMMISSIONER PRECINCT NO. 1:
BY:_____

PART 8. ACCEPTANCE AND APPROVAL

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

THE ENGINEER:
L&G ENGINEERING LABORATORY, LLC

_____
By: Jacinto Garza

THE OWNER:
HIDALGO COUNTY

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

ATTEST:

_____
by: Arturo Guajardo, J.R. - County Clerk

LIST OF ATTACHMENTS

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

ATTACHMENT "A"

Scope of Services (Owner)

PROJECT: **Bernal Subdivision (between FM 491 & Mile 12 North) Construction Project in Hidalgo County Precinct No. One (1)**

SERVICES TO BE PROVIDED BY OWNER

The County of Hidalgo will provide **L&G Engineering Laboratory, LLC** with **Construction Documents, Plans and Specifications** for the **Bernal Subdivision (between FM 491 & Mile 12 North) Construction Project**.

ATTACHMENT "B"
Scope of Services (Engineer)

PROJECT: **Bernal Subdivision (between FM 491 & Mile 12 North) Construction Project in Hidalgo County Precinct No. One (1)**

GENERAL SCOPE OF WORK

The Scope of Work will entail providing **The County of Hidalgo** with **Construction Materials Testing Services.**

The Scope of Work is identified as follows:

- ***Construction Materials Testing Services***

L&G Engineering Laboratory will furnish all equipment, materials, supplies, and incidentals as needed to perform the services required by this Contract: The work is as follows:

Construction Materials Testing Services

L&G Engineering Laboratory, L.L.C. will provide **The County of Hidalgo** with **Construction Materials Testing Services** for the **Bernal Subdivision (between FM 491 & Mile 12 North) Construction Project in Hidalgo County Precinct No. One (1).**

The services to be provided are as follows:

- Sampling and laboratory testing of soils and base materials proposed for use in the construction of Roads and Bridges to determine compliance of these materials with project plans and specifications.
- Field density testing of soils and base materials to ensure proper compaction as required by project plans and specifications.
- Field sampling and testing of fresh concrete, and Laboratory testing of hardened concrete to determine compliance with project plans and specifications.
- Field Compaction testing of Asphalt to ensure proper compaction during lay down operations.
- Field inspection, sampling and laboratory testing of Asphalt materials to determine their materials properties and their compliance with project plans and specifications.
- Any additional laboratory testing as required/requested by **The County of Hidalgo and the project plans and specifications.**

- Provide accurate and timely reports to **The County of Hidalgo** and all/other recipients as designated by the County.

Engineering Services

L&G Engineering Laboratory, L.L.C. will provide an engineer's review of all test results to determine compliance with all project plans and specifications.

Scheduling of Services

L & G Engineering Laboratory is prepared to make a commitment to **The County of Hidalgo's** materials testing needs. L & G Engineering Laboratory makes every effort to respond to its clients as requests are received, and every effort will be made to keep scheduling conflicts to a minimum. As any other firm or business providing a service, L & G Engineering Laboratory prefers to schedule field and laboratory work with as much advance notice as possible. L & G Engineering Laboratory understands; however, that certain situations may occur when the Client may have a need for Materials Testing Services with as little or no advance notice. During these instances, L & G Engineering Laboratory will make every effort to dispatch personnel to the project within one (1) hour of the Client's request for services.

ATTACHMENT "D"
Cost Proposal

PROJECT: **Bernal Subdivision (between FM 491 & Mile 12 North) Construction Project in Hidalgo County Precinct No. One (1).**

See Attached

ATTACHMENT "C"
Work Schedule

PROJECT: **Bernal Subdivision (between FM 491 & Mile 12 North) Construction Project in Hidalgo County Precinct No. One (1)**

Work Schedule

L&G Engineering Laboratory will provide **Hidalgo County Pct. # 1** with **Construction Materials Testing Services** as outlined in **Contract Agreement C-CAP-08-022-05-20.**

Attachment "D"
Bernal Subdivision (between FM 491 & Mile 12 North)(Approx. 1,237 L.F.)
Prepared For Hidalgo County Pct. No. 1

In Situ Subgrade Laboratory Testing				
Tech Time	3	Hrs.	$43.60	$130.80
Trip Charge	15	Mi	$0.473	$7.10
Proctor	1	Ea.	$170.20	$170.20
Atterberg	1	Ea.	$47.85	$47.85
Admin.	1	Hrs.	$42.55	$42.55
Eng. Spec.	0.25	Hrs.	$58.50	$14.63
Engineer	0.25	Hrs.	$134.95	$33.74
			Sub.	**$446.86**

In-Situ Subgrade Field Density Testing				
Tech Time	2	Hrs.	$43.60	$87.20
Trip Charge	15	Mi	$0.473	$7.10
Comp. Test	3	Ea.	$19.15	$57.45
Admin.	0.5	Hrs.	$42.55	$21.28
Eng. Spec.	0.25	Hrs.	$58.50	$14.63
Engineer	0.25	Hrs.	$134.95	$33.74
			Sub.	**$221.38**

Roadway Base Materials Testing - Laboratory				
Tech Time	3	Hrs.	$43.60	$130.80
Trip Charge	15	Mi.	$0.473	$7.10
Sieve Analysis	1	Ea.	$47.90	$47.90
Texas Wet Ball Mill	1	Ea.	$186.20	$186.20
Atterberg	1	Ea.	$47.85	$47.85
Moisture-Density Determ	1	Ea.	$170.20	$170.20
Admin	0.5	Hrs.	$42.55	$21.28
Eng. Spec.	0.25	Hrs.	$58.50	$14.63
Engineer	0.25	Hrs.	$134.95	$33.74
			Sub.	**$659.68**

Base Material Field Density Testing				
Tech Time	2	Hrs.	$43.60	$87.20
Trip Charge	15	Mi	$0.473	$7.10
Comp. Test	3	Ea.	$19.15	$57.45
Admin.	0.5	Hrs.	$42.55	$21.28
Eng. Spec.	0.25	Hrs.	$58.50	$14.63
Engineer	0.25	Hrs.	$134.95	$33.74
			Sub.	**$221.38**

Asphalt Testing-Field and Laboratory				
Tech Time	6	Hrs.	$53.40	$320.40
Trip Charge	30	Mi	$0.473	$14.19
Rolling Patterns	1	Ea.	$31.90	$31.90
Laboratory Molded (ga)	3	Ea.	$26.60	$79.80
%AC-Grad	1	Ea.	$186.10	$186.10
Rice Gravity (gr)	1	Ea.	$90.40	$90.40
Admin.	1	Hrs.	$42.55	$42.55
Asphalt Thickness	3	Ea.	$31.95	$95.85
Eng. Spec.	0.25	Hrs.	$58.50	$14.63
Engineer	0.25	Hrs.	$134.95	$33.74
			Sub.	$909.55

Total Estimated Materials Testing Fees $2,458.86

L&G Engineering Laboratory
Construction Material Testing
Geotechnical Engineering

July 16, 2008

Mr. Joseph Palacios
Chief Administrator
County of Hidalgo, Precinct No. 1
1902 Joe Stevens Drive
Weslaco, Texas 78596

RE: Work Authorization No. 2 / Highland Subdivision (between FM 491 & ¼ Mile East on Mile 9 North) Construction Project

Dear Mr. Palacios:

L&G Engineering Laboratory, L.L.C. (L&G), is thankful for providing you two (2) signed original work authorization forms for Construction Materials Testing Services for the referenced project as per your request. We are attaching the following in duplicate:

- Work Authorization No. 2
- The Scope of Services (Owner) (Attachment A)
- The Scope of Services (Engineer) (Attachment B).
- Work Schedule (Attachment C)
- Project Cost Proposal (Attachment D)

L & G Engineering Laboratory, L.L.C. appreciates the opportunity to submit Work Authorization No. 2 and look forward to working with **Hidalgo County Pct. 1.** If I may be of any additional assistance or any additional information is required, please feel free to contact me at 956-565-0760 or 956-463-2008.

Sincerely,
L&G ENGINEERING LABORATORY, L.L.C.

Ricardo A. Gil
General Manager

Attachments

2100 W. Expressway 83 • Mercedes, TX 78570 • Office: (956) 565-0760 • Fax: (956) 565-6746
900 S. Stewart Rd., Ste. 9 • Mission, TX 78572 • Office: (956) 583-7117 • Fax: (956) 583-7116

HIDALGO COUNTY

Professional Engineering Services
Contract # C-CAP-08-022-05-20
Work Authorization Form

WORK AUTHORIZATION NO. 02

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

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Engineer** to provide **Construction Materials Testing Services for Highland Subdivision (between FM 491 & ¼ Mile East on Mile 9 North) Project in Hidalgo County Precinct No. One (1).**

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

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

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is **$2,491.29**. This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "D".**

PART 3. PAYMENT

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with Article/Part/Section 5.1 of the Agreement.

PART 4. FUNDING

This Work Authorization No.02 shall be funded through funding source:
Account No. 8-1311-431-00-121-318-1-339.
Requisition Number _____ **(MUST BE INCLUDED AFTER CC APPROVAL)**

PART 5. PERIOD OF SERVICE

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of scopes of the work authorization or (DATE).

PART 6. RESPONSIBILITIES AND OBLIGATIONS

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

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by Hidalgo County Precinct No.1 Commissioner Sylvia Handy as to content and detail of this Work Authorization No. # 02.

HIDALGO COUNTY
COMMISSIONER PRECINCT NO. 1:
BY:_____

PART 8. ACCEPTANCE AND APPROVAL

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

THE ENGINEER:
L&G ENGINEERING LABORATORY, LLC

_____
By: Jacinto Garza

THE OWNER:
HIDALGO COUNTY

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

ATTEST:

_____
by: Arturo Guajardo, J.R. - County Clerk

LIST OF ATTACHMENTS

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

ATTACHMENT "A"

Scope of Services (Owner)

PROJECT: **Highland Subdivision (between FM 491 & ¼ Mile East on Mile 9 North) Construction Project in Hidalgo County Precinct No. One (1)**

SERVICES TO BE PROVIDED BY OWNER

The County of Hidalgo will provide **L&G Engineering Laboratory, LLC** with **Construction Documents, Plans and Specifications** for the **Highland Subdivision (between FM 491 & ¼ Mile East on Mile 9 North) Construction Project.**

ATTACHMENT "B"
Scope of Services (Engineer)

PROJECT: **Highland Subdivision (between FM 491 & ¼ Mile East on Mile 9 North) Construction Project in Hidalgo County Precinct No. One (1)**

GENERAL SCOPE OF WORK

The Scope of Work will entail providing **The County of Hidalgo** with **Construction Materials Testing Services.**

The Scope of Work is identified as follows:

- ***Construction Materials Testing Services***

L&G Engineering Laboratory will furnish all equipment, materials, supplies, and incidentals as needed to perform the services required by this Contract: The work is as follows:

Construction Materials Testing Services

L&G Engineering Laboratory, L.L.C. will provide **The County of Hidalgo** with **Construction Materials Testing Services** for the **Highland Subdivision (between FM 491 & ¼ Mile East on Mile 9 North) Construction Project in Hidalgo County Precinct No. One (1).**

The services to be provided are as follows:

- Sampling and laboratory testing of soils and base materials proposed for use in the construction of Roads and Bridges to determine compliance of these materials with project plans and specifications.
- Field density testing of soils and base materials to ensure proper compaction as required by project plans and specifications.
- Field sampling and testing of fresh concrete, and Laboratory testing of hardened concrete to determine compliance with project plans and specifications.
- Field Compaction testing of Asphalt to ensure proper compaction during lay down operations.
- Field inspection, sampling and laboratory testing of Asphalt materials to determine their materials properties and their compliance with project plans and specifications.
- Any additional laboratory testing as required/requested by **The County of Hidalgo and the project plans and specifications.**

- Provide accurate and timely reports to **The County of Hidalgo** and all/other recipients as designated by the County.

Engineering Services

L&G Engineering Laboratory, L.L.C. will provide an engineer's review of all test results to determine compliance with all project plans and specifications.

Scheduling of Services

L & G Engineering Laboratory is prepared to make a commitment to **The County of Hidalgo's** materials testing needs. L & G Engineering Laboratory makes every effort to respond to its clients as requests are received, and every effort will be made to keep scheduling conflicts to a minimum. As any other firm or business providing a service, L & G Engineering Laboratory prefers to schedule field and laboratory work with as much advance notice as possible. L & G Engineering Laboratory understands; however, that certain situations may occur when the Client may have a need for Materials Testing Services with as little or no advance notice. During these instances, L & G Engineering Laboratory will make every effort to dispatch personnel to the project within one (1) hour of the Client's request for services.

ATTACHMENT "C"
Work Schedule

PROJECT: **Highland Subdivision (between FM 491 & ¼ Mile East on Mile 9 North) Construction Project in Hidalgo County Precinct No. One (1)**

Work Schedule

L&G Engineering Laboratory will provide **Hidalgo County Pct. # 1** with **Construction Materials Testing Services** as outlined in **Contract Agreement C-CAP-08-022-05-20.**

Attachment "D"
Highland Subdivision (between FM 491 1/4 Mile East on Mile 9 North)
Prepared For Hidalgo County Pct. No. 1

In Situ Subgrade Laboratory Testing				
Tech Time	3	Hrs.	$43.60	$130.80
Trip Charge	15	Mi	$0.473	$7.10
Proctor	1	Ea.	$170.20	$170.20
Atterberg	1	Ea.	$47.85	$47.85
Admin.	0.5	Hrs.	$42.55	$21.28
Eng. Spec.	0.25	Hrs.	$58.50	$14.63
Engineer	0.25	Hrs.	$134.95	$33.74
			Sub.	**$425.58**
In-Situ Subgrade Field Density Testing				
Tech Time	2	Hrs.	$43.60	$87.20
Trip Charge	15	Mi	$0.473	$7.10
Comp. Test	4	Ea.	$19.15	$76.60
Admin.	0.5	Hrs.	$42.55	$21.28
Eng. Spec.	0.25	Hrs.	$58.50	$14.63
Engineer	0.25	Hrs.	$134.95	$33.74
			Sub.	**$240.53**
Roadway Base Materials Testing - Laboratory				
Tech Time	3	Hrs.	$43.60	$130.80
Trip Charge	15	Mi.	$0.473	$7.10
Sieve Analysis	1	Ea.	$47.90	$47.90
Texas Wet Ball Mill	1	Ea.	$186.20	$186.20
Atterberg	1	Ea.	$47.85	$47.85
Moisture-Density Determ	1	Ea.	$170.20	$170.20
Admin	0.5	Hrs.	$42.55	$21.28
Eng. Spec.	0.25	Hrs.	$58.50	$14.63
Engineer	0.25	Hrs.	$134.95	$33.74
			Sub.	**$659.68**
Base Material Field Density Testing				
Tech Time	2	Hrs.	$43.60	$87.20
Trip Charge	15	Mi	$0.473	$7.10
Comp. Test	4	Ea.	$19.15	$76.60
Admin.	0.5	Hrs.	$42.55	$21.28
Eng. Spec.	0.25	Hrs.	$58.50	$14.63
Engineer	0.25	Hrs.	$134.95	$33.74
			Sub.	**$240.53**
Asphalt Testing-Field and Laboratory				
Tech Time	6	Hrs.	$53.40	$320.40
Trip Charge	40	Mi	$0.473	$18.92
Rolling Patterns	1	Ea.	$31.90	$31.90
Laboratory Molded (ga)	3	Ea.	$26.60	$79.80
%AC-Grad	1	Ea.	$186.10	$186.10
Rice Gravity (gr)	1	Ea.	$90.40	$90.40
Admin.	0.5	Hrs.	$42.55	$21.28
Asphalt Thickness	4	Ea.	$31.95	$127.80
Eng. Spec.	0.25	Hrs.	$58.50	$14.63
Engineer	0.25	Hrs.	$134.95	$33.74
			Sub.	$924.96

Total Estimated Materials Testing Fees $2,491.29

AI-10629 **14.F.2.**

Medical Equipment and Supplies
CC REGULAR

Date:	08/19/2008		
Submitted By:	Matilde Faz, PURCHASING DEPT.		
Submitted For:	Marty Salazar		
Department:	PURCHASING DEPT.		
Agenda Area:	Purchasing Department	**Purchasing only:**	Health & Human Services Dept.

Information

CAPTION

Requesting authority for Hidalgo County to purchase "Medical Equipment and Supplies" through the County's membership/participation with TASB Buyboard's awarded vendor Henry Schein, Inc. for the Health and Human Services,requisitions# 137328, 137288, and 137325 in the total amount of $25,939.01.

BACKGROUND

Requisition#137328 $ 5,563.92
Requisition#137288 $ 9,998.05
Requisition#137325 $10,377.04

Total $25,939.01

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1293-441-00-340-012-8-664
FUNDS AVAILABLE Y/N?: YES **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Funding available in requisition#137328 as of 8-15-08.

FISCAL YEAR: 2008 **ACCT. #:** 8-1293-441-00-340-012-8-604
FUNDS AVAILABLE Y/N?: YES **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Funding available in requisition# 137288 & 137325 as of 8-15-08.

Attachments

Link: 10629 Medical Equipment and supplies

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	08/14/2008 12:28 PM	APRV
2	Budget & Management	Veronica Lopez	08/14/2008 01:08 PM	APRV

3	Manuel Chapa	Manuel Chapa	08/15/2008 09:21 AM	APRV
4	Auditor's Office	Linda Fong	08/15/2008 01:08 PM	APRV
5	Court Administrator	Angela Garcia	08/15/2008 03:22 PM	APRV

Form Started By: Matilde Faz Started On: 08/13/2008 04:57 PM

Final Approval Date: 08/15/2008

Requisition

Req # 00137328

PO #

Date: 08/11/08

Bill To: x
x

Vendor : 296627
HENRY SCHEIN, INC.
135 DURYEA ROAD
MELVILLE NY 11747

Ship To: HEALTH DEPARTMENT
1304 S. 25TH
EDINBURG TX 78539

Contact: Sylvia Rocha
956-383-6221

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
12	EACH	#5450004 Digital Scale Beam with Height Rod	463.66	5,563.92
		Account No	Encumbrance	
		8-1293-441-00-340-012-8-664	5,563.92	
			Freight	.00
			Total	5,563.92
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

HENRY SCHEIN®

135 DURYEA ROAD
MELVILLE, NY 11747

Quote Confirmation

SHIP TO:

Hidalgo County Health Dpt
1304 South 25th St
Edinburg TX 785397205

BILL TO:

Hidalgo County Health Dpt
1304 South 25th St
Attn: Accounts Payable
Edinburg TX 785397205

Hidalgo County Health Dpt
1304 South 25th St
Attn: Accounts Payable
Edinburg, TX 78539-7205

ACCOUNT #	TOTAL AMOUNT
861859	5,563.92
ORDER NUMBER	ORDER DATE
61148751 SQ	08/14/08
PAGE #	
1	

			FOR QUESTIONS CONCERNING THIS QUOTE CONTACT CHANTALE BERGEAU @ 800-851-0400 EXT 8790				
			*****PRICING VALID FOR 60 DAYS*****				
			WHEN PLACING YOUR ORDER PLEASE CALL YOUR SALES REP AT : 800-851-0400 FAX YOUR PURCHASE ORDER TO :631-[illegible]				
			PLEASE REFERENCE SALES QUOTE NUMBER ABOVE WHEN PLACING YOUR ORDER				
			QUOTE DOES NOT INCLUDE APPLICABLE SALES TAX				
			*****THIS IS A SALES QUOTE ONLY***** ITEMS WILL NOT SHIP UNTIL ORDER IS PLACED.				
1	8450004	Ea	Scale Digital [illegible] w/Height Rod	12			
				1.000	12	BUYBOARD PRICE	463.66	5,563.92

CONTRACT # 294-08

ACCOUNT #	TOTAL AMOUNT
861859	5,563.92
ORDER NUMBER	ORDER DATE
61148751 SQ	08/14/08
PAGE #	
1	

Req # 137328
Page 1 of 2

Requisition

Req # 00137288

PO #

Date: 08/08/08

Bill To: x
x

Vendor: 296627
HENRY SCHEIN, INC.
135 DURYEA ROAD
MELVILLE NY 11747

Ship To: HEALTH DEPARTMENT
1304 S. 25TH
EDINBURG TX 78539

Contact: Sylvia Rocha
956-383-6221

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
15	BOX	#4964869 Surgilance Safety Lancet 2.8mm, Pink	17.81	267.15
30	BOX	4962369 Surgilance Safety Lancet, 2.2 mm Orange	16.82	504.60
300	BOX	9871639, 25x1" disposable needle	10.19	3,057.00
350	BOX	1008594, Schein Sheer Strips, "1x3"	3.14	1,099.00
100	EACH	1949343, Monoject Sharps Containers 14 qt	6.79	679.00
50	BOX	1000468 Cotton balls medium, non-Sterile	14.70	735.00
220	BOX	1048298, Alcohol Prep Pads, Steile 200/bbx	3.65	803.00
100	BOX	9870092, 25"x 1 1/2" needle, 100/bx	10.19	1,019.00
300	EACH	3901462, dial instant hand sanitizer, 4 oz.	5.09	1,527.00
30	EACH	1019395, Schein thermometers, digitial, oral	6.47	194.10
20		1009361, thermometer sheath, digital,oral	5.66	113.20
		Account No	Encumbrance	
		8-1293-441-00-340-012-8-604	9,998.05	
			Freight	.00
			Total	9,998.05
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

HENRY SCHEIN®

135 DURYEA ROAD
MELVILLE, NY 11747

Quote Confirmation

SHIP TO:

Hidalgo County Health Dpt
1304 South 25th St
Edinburg TX 785397205

BILL TO:

Hidalgo County Health Dpt
1304 South 25th St
Attn: Accounts Payable
Edinburg TX 785397205

Hidalgo County Health Dpt
1304 South 25th St
Attn: Accounts Payable
Edinburg, TX 78539-7205

ACCOUNT #	TOTAL AMOUNT
861859	
ORDER NUMBER	ORDER DATE
61268440 SQ	08/14/08
PAGE #	
1	

	ITEM NO.	UNIT SIZE	DESCRIPTION	SIZE	QTY ORD / QTY SHIPPED	CONTRACT # / CUSTOMER PO #	UNIT PRICE	EXTENSION
			FOR QUESTIONS CONCERNING THIS QUOTE CONTACT CHANTALE BERGERAT @ 800-851-0400 EXT 8760					
			*****PRICING VALID FOR 60 DAYS*****					
			WHEN PLACING YOUR ORDER PLEASE CALL YOUR SALES REP AT : 800-851-0400 FAX YOUR PURCHASE ORDER TO :631-390-8178					
			PLEASE REFERENCE SALES QUOTE NUMBER ABOVE WHEN PLACING YOUR ORDER			CONTRACT # 294-08		
			QUOTE DOES NOT INCLUDE APPLICABLE SALES TAX					
			****THIS IS A SALES QUOTE ONLY**** ITEMS WILL NOT SHIP UNTIL ORDER IS PLACED.					
1	4962369	100/Bx	Surgilance Safety Lancet	2.2mm Orange	30		16.82	504.60
				1.000	30	BUYBOARD PRICE		
2	4964869	100/Bx	Surgilance Safety Lancet	2.8mm Pink	15		17.81	267.15
				2.000	15	BUYBOARD PRICE		
3	9871639	100/Bx	Needle Disposable	25x1"	300		10.19	3,057.00
				3.000	300	BUYBOARD PRICE		

ACCOUNT #	TOTAL AMOUNT
861859	
ORDER NUMBER	ORDER DATE
61268440 SQ	08/14/08
PAGE #	
1	

Req # 137288
Page 1 of 2

HENRY SCHEIN®

135 DURYEA ROAD
MELVILLE, NY 11747

Quote Confirmation

SHIP TO:

Hidalgo County Health Dpt
1304 South 25th St
Edinburg TX 785397205

BILL TO:

Hidalgo County Health Dpt
1304 South 25th St
Attn: Accounts Payable
Edinburg TX 785397205

Hidalgo County Health Dpt
1304 South 25th St
Attn: Accounts Payable
Edinburg, TX 78539-7205

ACCOUNT #	TOTAL AMOUNT
861859	9,998.05
ORDER NUMBER	ORDER DATE
61268440 SQ	08/14/08
PAGE #	
2	

QTY	ITEM	UNIT	DESCRIPTION / REMARKS	ORIGINAL QUOTED	SUBSTITUTIONS / ITEMS NOT AVAILABLE	UNIT PRICE	EXTENSION
4	1008594	100/Bx	Schein Sheer Stripe 1"x3" 4.000	350	350 BUYBOARD PRICE	3.14	1,099.00
5	1949343	EA	Monoject Sharps Container 14 Quart 5.000	100	100 BUYBOARD PRICE	6.79	679.00
6	1000468	4000/Ca	Cotton Ball Medium Non Sterile 5.000	50	50 BUYBOARD PRICE	14.70	735.00
7	1048298	200/Bx	Alcohol Prep Pads Sterile 9.000	220	220 BUYBOARD PRICE	3.65	803.00
8	9870092	100/Bx	Needle Disposable 23G1-1/2" 10.000	100	100 BUYBOARD PRICE	10.19	1,019.00
9	3901462	EA	Dial Instant Hand Sanitiz 4oz 9.000	300	300 BUYBOARD PRICE	5.09	1,527.00
10	1019395	Ea	Schein Thermometer Digita Oral 10.000	30	30 BUYBOARD PRICE	6.47	194.10
11	1009361	100/Bx	Thermometer Sheath Digita Oral 11.000	20	20 BUYBOARD PRICE	5.66	113.20

ACCOUNT #	TOTAL AMOUNT
861859	9,998.05
ORDER NUMBER	ORDER DATE
61268440 SQ	08/14/08
PAGE #	
2	

Reg # 137288
Page 2 of 2

Requisition

Req # 00137325

PO #

Date: 08/11/08

Bill To: x
x

Vendor: 296627
HENRY SCHEIN, INC.
135 DURYEA ROAD
MELVILLE NY 11747

Ship To: HEALTH DEPARTMENT
1304 S. 25TH
EDINBURG TX 78539

Contact:

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
8	EACH	#5550597 First Aid Kits	37.13	297.04
900	BOX	# 1559823 Looney Tune Bandages	5.94	5,346.00
900	BOX	# 1027026 Schein Zoo Strips	5.26	4,734.00
1				.00
		Account No	Encumbrance	
		8-1293-441-00-340-012-8-604	10,377.04	
			Freight	.00
			Total	10,377.04
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

HENRY SCHEIN®

135 DURYEA ROAD
MELVILLE, NY 11747

Quote Confirmation

SHIP TO:

Hidalgo County Health Dpt
1304 South 25th St
Edinburg TX 785397205

BILL TO:

Hidalgo County Health Dpt
1304 South 25th St
Attn: Accounts Payable
Edinburg TX 785397205

Hidalgo County Health Dpt
1304 South 25th St
Attn: Accounts Payable
Edinburg, TX 78539-7205

ACCOUNT #	TOTAL AMOUNT
861859	
ORDER NUMBER	ORDER DATE
61148357 SQ	08/14/08
PAGE #	
1	

			FOR QUESTIONS CONCERNING THIS QUOTE CONTACT CHANTALE BERGEAU @ 800-851-0400 EXT 8790					
			*****PRICING VALID FOR 60 DAYS*****					
			WHEN PLACING YOUR ORDER PLEASE CALL YOUR SALES REP AT : 800-851-0400 FAX YOUR PURCHASE ORDER TO :631-[illegible]917[illegible]					
			PLEASE REFERENCE SALES QUOTE NUMBER ABOVE WHEN PLACING YOUR ORDER					
			QUOTE DOES NOT INCLUDE APPLICABLE SALES TAX					
			THIS IS A SALES QUOTE ONLY ITEMS WILL NOT SHIP UNTIL ORDER IS PLACED.					
1	5550597	Ea	Pirse Aid Kit 25 People 80 Items	1.000	0	BUYBOARD PRICE	37.13	297.04
2	1588823	50/Bx	Bandage Patch Looney Tune 2"x3"	2.000	900	BUYBOARD PRICE	5.94	5,346.00
3	1027026	6100/Bx	Schein Zoo Strips 3/4x3	3.000	900	BUYBOARD PRICE	5.26	4,734.00

CONTRACT #294-08

ACCOUNT #	TOTAL AMOUNT
861859	
ORDER NUMBER	ORDER DATE
61148357 SQ	08/14/08
PAGE #	
1	

Reg # 137325
Page 1 of 5

AI-10608 **14.F.3.**

INSTRUCTIONAL SUPPLIES
CC REGULAR

Date: 08/19/2008
Submitted By: Matilde Faz, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Health & Human Services Dept.

Information

CAPTION

Requesting authority for Hidalgo County to purchase "Instructional Supplies" through the County's membership/participation with TASB Buyboard's awarded vendor Health Edco Inc. #254-06 for the Department of Health & Human Services through Requisition# 137291 in the total amount of $4,006.36.

BACKGROUND

Requisition# 137291 $4,006.36

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1293-441-00-340-018-8-603
FUNDS AVAILABLE Y/N?: Yes **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Funding available in requisition#137291 as of 8-15-08.

Attachments

Link: INSTRUCTIONAL SUPPLIES

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	08/14/2008 12:11 PM	APRV
2	Budget & Management	Veronica Lopez	08/14/2008 01:04 PM	APRV
3	Manuel Chapa	Manuel Chapa	08/15/2008 08:36 AM	APRV
4	Auditor's Office	Linda Fong	08/15/2008 01:13 PM	APRV
5	Court Administrator	Angela Garcia	08/15/2008 03:22 PM	APRV

Form Started By: Matilde Faz Started On: 08/13/2008 02:52 PM

Final Approval Date: 08/15/2008

Requisition

Req # 00137291

PO #

Date: 08/08/08

Regular # 10608 8/12/08

Bill To: x
x

Vendor : 61611
HEALTH EDCO INC
P. O. BOX 21207
WACO TX 76702-1207
FAX (254)741-0715

Ship To: HEALTH DEPARTMENT
1304 S. 25TH
EDINBURG TX 78539

Contact: SylviaRocha
956-383-6221

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
1	EACH	49149 DVD (English) The Physical Effects of Smoking	109.48	109.48
30	EACH	52022 Booklets Tabacco Smash It (pachage of 100)	69.00	2,070.00
30	EACH	52594 Whats in Tobacco Smaoke Pads (package of 100)	13.00	390.00
1	EACH	49176 DVD (English) Second Hand Smoke	109.48	109.48
5	EACH	49199 DVD (Spanish) Second Hand Smoke	109.48	547.40
30	EACH	52502 Benefits of quitting smoking pads	13.00	390.00
30	EACH	Dental Care for Children tear Pad	13.00	390.00
		Account No	Encumbrance	
		8-1293-441-00-340-018-8-603	4,006.36	
			Freight	.00
			Total	4,006.36
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Burgboard

Authorized By: _____

HEALTH EDCO
a division of WRS Group, Ltd.

Req# 137291

Sold To:
Hidalgo County Health Dept
Accounts Payable
1304 S 25th Ave
Edinburg TX 78539 7205
UNITED STATES OF AMERICA

Ship To:
Hidalgo County Health Dept
Rosie Bryan
1304 S 25th Ave
Edinburg TX 78539 7205
UNITED STATES OF AMERICA

Date
08/07/08
Time
10:09:13

Customer PO: QUOTE **Req Ship:** 06/24/08 CSR: UOTSMWILLIA

Co/Cust No	Order No	Ter	Sls Rep	Ship Via	Ref#
01/0000009387	98497/00	001	00515	UPS GROUND COMMERCIAL	

Terms: Net 30 days

Item Number/Description	U/M	Ordered	Price	Total
49149	EA	1.000	109.48000 EA	
The Physical Effects of Smoking DVD, English				109.48 USD
52022	SET	30.000	69.00000 SET	
Tobacco Smash It Booklet (Package of 100)				2,070.00 USD
52584	EA	30.000	13.00000 EA	
What's in Tobacco Smoke? Tear Pad				390.00 USD
49176	EA	1.000	109.48000 EA	
Second Hand Smoke DVD, English				109.48 USD
49199	EA	5.000	109.48000 EA	
Second Hand Smoke DVD, Spanish				547.40 USD
52502	PAD	30.000	13.00000 PAD	
Benefits of Quitting Smoking Tear Pad, English/Spanish				390.00 USD
52581	EA	30.000	13.00000 EA	
Dental Care for Children Tear Pad, English/Spanish				390.00 USD

**DISCOUNT PRICING/FREE SHIPPING PER BUYBOARD CONTRACT

RECEIVED
JUL 11 2008
By

Req# 137291
Page 1 of 3

Subtotal	4,006.36	USD
Freight		USD
SalesTax		USD
Order Total	4,006.36	USD
Deposit		USD
Amt Due	4,006.36	USD

Total Line Items 7 This Quotation Expires 09/24/08 * COMPLETE *

Vendor Contract Information

Proposal Documents

Back

Vendor: Health Edco
Address: P.O. Box 21207
Waco, TX 76702
Phone: (800) 299-3366
Contact: Susan Castillo
Email: sales@wrsgroup.com
Website: www.healthedco.com
Federal ID: 74-2339637
Accepts RFQs: Yes
Contract: Instructional Supplies & Equipment #254-06
Effective Date: 11/1/2006
Expiration Date: 10/31/2009
Payment Terms: Net 30 days
Delivery Days: 14
Shipping Terms: Free Shipping
Freight Terms: FOB Destination
Ship Via: Common Carrier
Regions Served: All Texas Regions
States Served: All States
Vendor Exceptions: Discount does NOT apply to Health Edco Curriculum Modules Item #'s C70001, C70002, C70003, C70004, C70005, C70006, C70007.
Additional Information: All products are guaranteed for 90 days with the exception of videos, DVD's, CD-ROM's and curriculum which are guaranteed for 60 days.

[Log Out]

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Req# 137291
Page 2 of 3

Rosie Bryan

From: SusanWilliams@wrsgroup.com
Sent: Thursday, August 07, 2008 10:39 AM
To: Rosie Bryan
Subject: Re: As per Our Telephone Conversation Price Qoute BUYBOARD PRICING

Hi Rosie,
Please see revised quotation attached.
Health Edco is a BuyBoard Vendor under proposal #254-06 - Instructional Supplies & Equipment.

Please let me know if you have any additional questions.

Thank You,
Susan Williams
Account Specialist
Health Edco
800-299-3366 ext. 172

"Rosie Bryan" <rosie.bryan@hchd.org>

08/07/2008 10:24 AM

To <susanwilliams@wrsgroup.com>
cc
Subject As per Our Telephone Conversation Price Qoute BUYBOARD PRICING

Please send me a confirmation that you are a BuyBoard Vender and I need a price quote "BuyBoard Pricing on the items sent previously order no 95497dated 7/24/08... Thanks...rosie

Rosie Bryan,PHE
Hidalgo County Health & Human Services
1304 South 24th Avenue
Edinburg, Texas 78539
956-383-6221 x305
rosie.bryan@hchd.org

"Trust God's Timing" Joel Osteen

Req# 137291
Page 3 of 3

AI-10580 **14.F.4.**

EDUCATIONAL PROMOTION ITEMS
CC REGULAR

Date: 08/19/2008
Submitted By: Matilde Faz, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Health & Human Services Dept.

Information

CAPTION

Requesting authority for Hidalgo County to purchase "Educational Promotion Items" through the County's membership/participation with TASB Buyboard's awarded vendor Visual Promotions LLC (266-07) for the Health and Human Services requisitions# 137364 and 137366 in the total amount of $12,378.05, which includes imprint and delivery fees.

BACKGROUND

Requisition# 137364 $ 1,395.85
Requisition# 137366 $10,982.20

Total Purchase $12,378.05

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1293-441-00-340-006-8-603
FUNDS AVAILABLE Y/N?: Yes **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Funding available in requisition# 137364 as of 8-14-08.

FISCAL YEAR: 2008 **ACCT. #:** 8-1293-441-00-340-018-8-603
FUNDS AVAILABLE Y/N?: Yes **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Funding available in requisition# 137366 as of 8-14-08.

Attachments

Link: EDUCATIONAL ITEMS

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	08/14/2008 11:39 AM	APRV
2	Budget & Management	Veronica Lopez	08/14/2008 12:59 PM	APRV

3	Manuel Chapa	Manuel Chapa	08/14/2008 05:05 PM	APRV
4	Auditor's Office	Linda Fong	08/15/2008 01:14 PM	APRV
5	Court Administrator	Angela Garcia	08/15/2008 03:22 PM	APRV

Form Started By: Matilde Faz Started On: 08/12/2008 04:29 PM

Final Approval Date: 08/15/2008

Requisition

Req # 00137364

PO #

Date: 08/12/08

Received
10580
8/19/08

Bill To: x
x

Vendor : 359394
VISUAL PROMOTIONS LLC
2040 HWY 90 W
SEALY TX 77474
FAX (979)627-0635

Ship To: HEALTH DEPARTMENT
1304 S. 25TH
EDINBURG TX 78539

Contact: Sylvia Rocha
956-383-6221

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
615	EACH	asi#61125 Insulated Lunch Bag 300 Pink and 315 Yellow with County Logo	1.99	1,223.85
1	EACH	Set Up Charge	45.00	45.00
1	EACH	Shipping Charges	127.00	127.00
		Account No	Encumbrance	
		8-1293-441-00-340-006-8-603	1,395.85	
			Freight	.00
			Total	1,395.85
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

www.visualpromotions.net
2040 Hwy 90 West / Sealy, Texas 77474
Phone # 979-627-0533 Fax # 979-627-0635

RECEIVED
JUL 12 2008
By 4:18 PM

Proposal

Date	Estimate #
8/8/2008	1620

Name / Address	Ship To
Hidalgo County Health & Human Services Dept. 1304 S. 25th Ave. Edinburg, TX 78539 956-318-2426	ATTN: Rosie Bryan Hidalgo County Health & Human Services 1304 S. 25th Ave. Edinburg, TX 78539 956-383-6221 email-rosie.bryan@hchd.org

P.O. No.	Terms	Due Date	Rep	Freight	Art Due
		8/8/2008	ARG		

Item	Description	Qty	Cost	Total
	ALL ITEMS ARE QUOTED FOR BUY BOARD PRICING			
Promotional Prod...	Customized Promotional Products HIT Promotions (asi # 61125) Insulated Lunch Bag Item: 3313 Color: Pink (300) Yellow (315) Size: 7" x 9" x 4" 1 color 1 side print Imprint Color: ? Imprint Area: 4" x 4" Imprint: H.C.H.H.S 1304 South 25th Edinburg, Texas 78539 956-383-6221 Qty-615	615	1.99	1,223.85
Setup Charges	Setup Charges	1	45.00	45.00
Shipping	Shipping Charges	1	127.00	127.00

Subtotal	$1,395.85
Sales Tax (8.25%)	$0.00
Total	$1,395.85

Thank You For This Opportunity To Serve You!

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Signature _____

Reg #137364
Page 1 of 2

Back to Product List

Product Results for: lunch bags > lunch bags



View Larger Image

Hit (R) - 3313

Non-woven insulated lunch bag with front pocket with coordinating web handle.

- **Quick Request**
- **E-mail a Friend**
- **More From This Line**
- **Add To Wish List**
- **Print Page**

Non-woven insulated lunch bag made of 110 gram, non-woven, coated water resistant polypropylene. Bag has front pocket and web handle with coordinating color to match bag.

Material: Polypropylene
Color: Black, Lime Green, Orange, Pink, Purple, Red, Royal Blue, Yellow
Minimum Production Time: 5 day(s)
Size: 7" x 9" x 4"
Additional Info
PRICE INCLUDES
silkscreen
IMPRINT METHOD
Silkscreen
IMPRINT COLOR
Standard Colors
IMPRINT CHARGE - MISCELLANEOUS
Set Up Charge $45

Quantity	100	250	500	1000	2500
Price	$2.25	$2.14	$2.09	$2.04	$1.99

Please indicate any special instructions (i.e. date needed, customization, etc.)
Note: The instructions are limited to 500 characters in length.

Buy Now	Qty: 100
Request Info	Color: Pink
	Size: 7" x 9" x 4"

Add To Cart

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Reg # 137364
Page 2 of 2

PRICE QUOTE REQUEST

	Vendor: Visual Promotions	**Contact Person: Rosie Bryan**	
	Attn: Ashley Gold	**Tel: 383-6221x305**	
	Address: 2040 Hwy 90 West	**Fax# 383-8864**	
	Phone:979-627-0533 x231		
	Fax:979-627-0635		
	BUYBOARD VENDOR - BUYBOARD VENDOR PRICING		
Quantity	Description	Unit Price	Total
615	HIT ® 3313 lunch sacks 300 pink 315 yellow with county imprint		
	Please include all charges		
Imprint county info:	**Hidalgo County Health & Human Services**		
	1304 South 25th Avenue		
	Edinburg,Texas		
	956-383-6221		
		Totals	
	PLEASE NOTE: 1) Quote must be on your company letterhead stationery 2) Signature & date of person providing the Quote 3) Valid date for quote (eg. Up to how many days is this quote valid) MUST BE A BUYBOARD VENDOR - PLEASE CONFIRM THAT YOUR ARE A BUYBOARD VENDOR		

Requisition

Req # 00137366

PO #

Date: 08/12/08

Regular # 8/19/08

Bill To: x
x

Vendor : 359394
VISUAL PROMOTIONS LLC
2040 HWY 90 W
SEALY TX 77474
FAX (979)627-0635

Ship To: HEALTH DEPARTMENT
1304 S. 25TH
EDINBURG TX 78539

Contact: Sylvia Rocha
956-383-6221

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
2000	EACH	asi #67493 Silicone Rubber Wristband Bracelet	.72	1,440.00
5000	EACH	asi #57655 Stop N Go Stress B-1	1.15	5,750.00
1	EACH	Set Up Charges	40.00	40.00
1	EACH	Shipping & Handling	424.60	424.60
650	EACH	asi #62656 Innopack USA	1.60	1,040.00
1	EACH	Shipping Charge	96.00	96.00
1000	EACH	asi #31969 Acrylic Massager AETMAS	1.97	1,970.00
1	EACH	Set Up Charge	35.00	35.00
1	EACH	Shipping Charges	186.60	186.60
		Account No	Encumbrance	
		8-1293-441-00-340-018-8-603	10,982.20	
			Freight	.00
			Total	10,982.20
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

www.visualpromotions.net
2040 Hwy 90 West / Sealy, Texas 77474
Phone # 979-627-0533 Fax # 979-627-0635

RECEIVED
JUL 12 2008
By M 4:18 PM

Proposal

Date	Estimate #
8/8/2008	1619

Name / Address	Ship To
Hidalgo County Health & Human Services Dept. 1304 S. 25th Ave. Edinburg, TX 78539 956-318-2426	ATTN: Rosie Bryan Hidalgo County Health & Human Services 1304 S. 25th Ave. Edinburg, TX 78539 956-383-6221 email-rosie.bryan@hchd.org

P.O. No.	Terms	Due Date	Rep	Freight	Art Due
		8/8/2008	ARG		

Item	Description	Qty	Cost	Total
Promotional Prod...	Customized Promotional Products StopNgo Line (asi #57655) Item: Stress-B1 Color: Blue Size: 2 1/2" dia. 1 color print 1 side Imprint Color: ? Imprint Area: 1 1/8" x 5/16" Imprint: H.C.H.H.S 1304 South 25th Edinburg, Texas 78539 956-383-6221 Qty-5000	5,000	1.15	5,750.00
Setup Charges	Setup Charges	1	40.00	40.00
Shipping	Shipping Charges	1	424.60	424.60
			Subtotal	
			Sales Tax (8.25%)	
			Total	

Thank You For This Opportunity To Serve You!

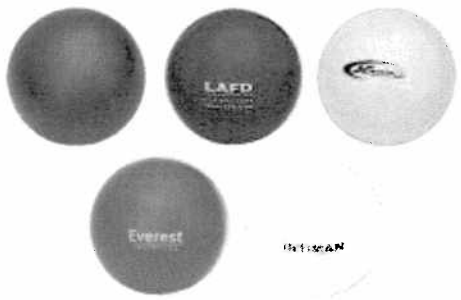
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Reg #137366
Page 1 of 8

Signature _____

Back to Product List

Product Results for: stress balls



STOPNGO LINE (TM) - STRESS-B1

Stress ball, 2 1/2" dia.

Stress ball, 2 1/2" dia.

- **Quick Request**
- **E-mail a Friend**
- **More From This Line**
- **Add To Wish List**
- **Print Page**

Color: Blue, Green, Red, White, Yellow
Minimum Production Time: 8 day(s)
Size: 2 1/2" dia.
Click for Additional Info

Quantity	100	250	500	1000	2500	5000	10000
Price	$1.15	$1.05	$1.00	$.90	$.85	$.80	$.75

View Larger Image

Please indicate any special instructions (i.e. date needed, customization, etc.)
Note: The instructions are limited to 500 characters in length.

Buy Now	Qty: 100
Request Info	Color: Blue
	Size: 2 1/2" dia.

Add To Cart

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Reg #137366
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www.visualpromotions.net
2040 Hwy 90 West / Sealy, Texas 77474
Phone # 979-627-0533 Fax # 979-627-0635

Proposal

Date	Estimate #
8/8/2008	1619

Name / Address	Ship To
Hidalgo County Health & Human Services Dept. 1304 S. 25th Ave. Edinburg, TX 78539 956-318-2426	ATTN: Rosie Bryan Hidalgo County Health & Human Services 1304 S. 25th Ave. Edinburg, TX 78539 956-383-6221 email-rosie.bryan@hchd.org

P.O. No.	Terms	Due Date	Rep	Freight	Art Due
		8/8/2008	ARG		

Item	Description	Qty	Cost	Total
Promotional Prod...	Customized Promotional Products Innopack USA (asi #62656) Item: HSGB2oz Hand Sanitizer Size: 2 oz. 4 color 1 side print Imprint Colors: ? Imprint Area: 1 1/2" x 2 1/4" Imprint: H.C.H.H.S 1304 South 25th Edinburg, Texas 78539 956-383-6221 Qty-650	650	1.60	1,040.00
Shipping	Shipping Charges	1	96.00	96.00

	Subtotal
	Sales Tax (8.25%)
	Total

Thank You For This Opportunity To Serve You!

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Reg # 137366
Page 208

Signature _____

Back to Product List

Product Results for: 2 oz hand sanitizer gel



Innopack USA - HSGB2oz

Hand Sanitizer (TM) - 2 oz. - Round bottle of gel to sanitize hands, lime scented.

- **Quick Request**
- **E-mail a Friend**
- **More From This Line**
- **Add To Wish List**
- **Print Page**

2 oz. - Round bottle of gel to sanitize hands. Kills 99% of household germs on contact. No water required - just rub onto hands. Fresh lime scent.

Minimum Production Time: 7 day(s)
Size: 2 oz.
Click for Additional Info

Quantity	250	500	1000	2500
Price	$1.70	$1.65	$1.60	$1.43

View Larger Image

Please indicate any special instructions (i.e. date needed, customization, etc.)
Note: The instructions are limited to 500 characters in length.

(•) **Buy Now**	Qty: 250
( ) **Request Info**	Size: 2 oz.

Add To Cart

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Reg # 137366
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www.visualpromotions.net
2040 Hwy 90 West / Sealy, Texas 77474
Phone # 979-627-0533 Fax # 979-627-0635

Proposal

Date	Estimate #
8/8/2008	1619

Name / Address	Ship To
Hidalgo County Health & Human Services Dept. 1304 S. 25th Ave. Edinburg, TX 78539 956-318-2426	ATTN: Rosie Bryan Hidalgo County Health & Human Services 1304 S. 25th Ave. Edinburg, TX 78539 956-383-6221 email-rosie.bryan@hchd.org

P.O. No.	Terms	Due Date	Rep	Freight	Art Due
		8/8/2008	ARG		

Item	Description	Qty	Cost	Total
Promotional Prod...	*ALL ITEMS ARE QUOTED FOR BUY BOARD PRICING* Customized Promotional Products Light Beam (asi #67493) Silicone Rubber Wristband Item: Braclet Color: Yellow (500) Blue (500) Red (1000) 1 color print 1 side Imprint Color: ? Imprint Area: ? Imprint: SMOKE FREE AMERICA Qty-2000	2,000	0.72	1,440.00

	Subtotal
	Sales Tax (8.25%)
	Total

Thank You For This Opportunity To Serve You!

Your Image Is Our Image!

Signature _____

Reg #137366
Page 308

Back to Product List

Product Results for: 67493



Lightbeam Inc

Silicone screen-printed bracelet, great for corporate marketing.

- **Quick Request**
- **E-mail a Friend**
- **More From This Line**
- **Add To Wish List**
- **Print Page**

100% silicone bracelet, great for marketing, fundraising, retail, awareness programs, school and sports events, birthday parties. Your custom message or logo on a silicone bracelet! Choose any color from PMS color chart! Best quality 100% silicone wristbands in the industry. Printed logo / message. SHIPPING IS FREE. NO SET UP COST. NO MOLD FEES. Also searched on wristband and bracelets

Material: Silicone
Color: Black, Blue, Gray, Green, Light Blue, Light Pink, Orange, Other Colors, Purple, Red, Teal, White, Yellow
Minimum Production Time: 10 day(s)
Size: 7", 8"
Click for Additional Info

Quantity	100	250	500	1000	3000	5000	10000	100000
Price	$2.90	$1.88	$1.08	$.72	$.54	$.48	$.44	$.20

View Larger Image

Please indicate any special instructions (i.e. date needed, customization, etc.)
Note: The instructions are limited to 500 characters in length.

(•) **Buy Now**	Qty: 100
( ) **Request Info**	Color: Black
	Size: 7"

Add To Cart

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Reg #137366
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Select Exit

VISUAL PROMOTIONS

www.visualpromotions.net

2040 Hwy 90 West / Sealy, Texas 77474

Phone # 979-627-0533 Fax # 979-627-0635

Proposal

Date	Estimate #
8/8/2008	1619

Name / Address	Ship To
Hidalgo County Health & Human Services Dept. 1304 S. 25th Ave. Edinburg, TX 78539 956-318-2426	ATTN: Rosie Bryan Hidalgo County Health & Human Services 1304 S. 25th Ave. Edinburg, TX 78539 956-383-6221 email-rosie.bryan@hchd.org

P.O. No.	Terms	Due Date	Rep	Freight	Art Due
		8/8/2008	ARG		

Item	Description	Qty	Cost	Total
Promotional Prod...	Customized Promotional Products Acrylic Massager (asi # 31969) Item: AETMAS Color: ? 1 side 1 color print Imprint Color: ? Imprint Area: 5" X 4" Imprint: H.C.H.H.S 1304 South 25th Edinburg, Texas 78539 956-383-6221 Qty-1000	1,000	1.97	1,970.00
Setup Charges	Setup Charges	1	35.00	35.00
Shipping	Shipping Charges	1	186.60	186.60

Subtotal	$10,982.20
Sales Tax (8.25%)	$0.00
Total	$10,982.20

Thank You For This Opportunity To Serve You!

Your Image Is Our Image!

Reg # 137366

Page 4 of 8

Signature _____

Back to Product List

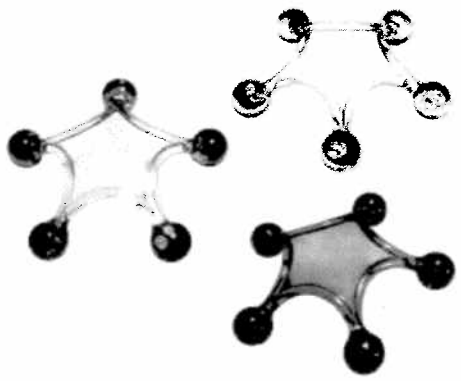
Similar Item

Product Results for: massager

Source Abroad - SA-533

Star shaped back massager.

- **Quick Request**
- **E-mail a Friend**
- **More From This Line**
- **Add To Wish List**
- **Print Page**



Star shaped back massager. You know the saying..."You'll scratch my back..I'll scratch yours". Nothing says that better than giving this massager as your next gift with purchase. Great for schools, gyms, holiday gifts, and the best booster for your employee's performance on the job!

Minimum Production Time: 47 day(s)
Click for Additional Info

Quantity	5000	10000	20000
Price	$.90	$.80	$.75

View Larger Image

Please indicate any special instructions (i.e. date needed, customization, etc.)
Note: The instructions are limited to 500 characters in length.

(•) **Buy Now** ( ) **Request Info**	Qty: 5000

Add To Cart

All prices and descriptions are subject to change without notice. If the price listed is different from the actual price, we will notify you before processing your order. All pricing shown is in US dollars.

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Reg # 137366
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AI-10659 **14.F.5.**

BCAP PRECINCT NO 3 - WORK AUTHORIZATION
CC REGULAR

Date: 08/19/2008
Submitted By: Laura Moya, PURCHASING DEPT.
Department: PURCHASING DEPT.

Agenda Area: Purchasing Department **Purchasing only:** CAP Pct.3

Information

CAPTION

Presentation for consideration, discussion acceptance and approval of:
A. Work Authorization #1 with a proposed fee of $2,788.75 North Country Estates Subd Diosa Rd
B. Work Authorization #2 with a proposed fee of $2,788.75 North Count Estates Subd Earth Rd.
with L & G Engineering Laboratory, L.L.C. to provide Construction Material testing services to Hidalgo County BCAP Precinct No. 1.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:** 8-1310-431-00-123-065-0-339
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:
Funding pending approval of AI #10634

FISCAL YEAR: **ACCT. #:** 8-1310-431-00-123-066-0-339
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:
Funding pending approval of AI 10636

Attachments

Link: 10659

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	08/14/2008 03:30 PM	APRV
2	Budget & Management	Veronica Lopez	08/14/2008 03:48 PM	APRV
3	Erika Reyna	Erika Reyna	08/14/2008 05:08 PM	APRV
4	Auditor's Office		08/15/2008 05:32 PM	NEW
Form Started By: Laura Moya			Started On: 08/14/2008 02:45 PM	

Final Approval Date: 08/15/2008

HIDALGO COUNTY

Professional Engineering Services
Contract # C-CAP-08-024-05-20
Work Authorization Form

WORK AUTHORIZATION NO. 01

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

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Engineer** to provide Construction Materials Testing Services for the North Country Estates Subdivision – Diosa Rd. Project in Hidalgo County Precinct No. Three (3).

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

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

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is **$ 2,788.75** . This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "D".**

PART 3. PAYMENT

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with Article/Part/Section 3 of the Agreement.

PART 4. FUNDING

This Work Authorization No.01 shall be funded through funding source:
Account No. 8-1310-431-00-123-065-0-339 .
Requisition Number _____ (MUST BE INCLUDED AFTER CC APPROVAL)

PART 5. PERIOD OF SERVICE

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of scopes of the work authorization or (DATE).

PART 6. RESPONSIBILITIES AND OBLIGATIONS

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

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by Hidalgo County Precinct No.3 Commissioner Joe Flores as to content and detail of this Work Authorization No. # 01.

HIDALGO COUNTY
COMMISSIONER PRECINCT NO. 3:

BY:_____

PART 8. ACCEPTANCE AND APPROVAL

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

THE ENGINEER:
L&G ENGINEERING LABORATORY, LLC

By:_____
Jacinto Garza, P.E.

THE OWNER:
HIDALGO COUNTY

By:_____
Juan D. Salinas III, County Judge

ATTEST:

By:_____
Arturo Guajardo Jr., County Clerk

LIST OF ATTACHMENTS

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

ATTACHMENT "A"

Scope of Services (Owner)

PROJECT: **North Country Estates Subdivision – (Diosa Rd.) Project in Hidalgo County Precinct No. Three (3)**

SERVICES TO BE PROVIDED BY OWNER

The County of Hidalgo will provide **L&G Engineering Laboratory, LLC** with **Construction Documents, Plans and Specifications** for the **North Country Estates–(Diosa Rd.) Subdivision Project.**

ATTACHMENT "B"

Scope of Services (Engineer)

PROJECT: **North Country Estates-(Diosa Rd.) Subdivision Project in Hidalgo County Precinct No. Three (3)**

GENERAL SCOPE OF WORK

The Scope of Work will entail providing **The County of Hidalgo** with **Construction Materials Testing Services.**

The Scope of Work is identified as follows:

- ***Construction Materials Testing Services***

L&G Engineering Laboratory will furnish all equipment, materials, supplies, and incidentals as needed to perform the services required by this Contract: The work is as follows:

Construction Materials Testing Services

L&G Engineering Laboratory, L.L.C. will provide **The County of Hidalgo** with **Construction Materials Testing Services** for the **North Country Estates-(Diosa Rd.) Project in Hidalgo County Precinct No. Three (3).**

The services to be provided are as follows:

- Sampling and laboratory testing of soils and base materials proposed for use in the construction of Roads and Bridges to determine compliance of these materials with project plans and specifications.

- Field density testing of soils and base materials to ensure proper compaction as required by project plans and specifications.

- Field sampling and testing of fresh concrete, and Laboratory testing of hardened concrete to determine compliance with project plans and specifications.

- Field Compaction testing of Asphalt to ensure proper compaction during lay down operations.

- Field inspection, sampling and laboratory testing of Asphalt materials to determine their materials properties and their compliance with project plans and specifications.

- Any additional laboratory testing as required/requested by **The County of Hidalgo and the project plans and specifications.**

- Provide accurate and timely reports to **The County of Hidalgo** and all/other recipients as designated by the County.

Engineering Services

L&G Engineering Laboratory, L.L.C. will provide an engineer's review of all test results to determine compliance with all project plans and specifications.

Scheduling of Services

L & G Engineering Laboratory is prepared to make a commitment to **The County of Hidalgo's** materials testing needs. L & G Engineering Laboratory makes every effort to respond to its clients as requests are received, and every effort will be made to keep scheduling conflicts to a minimum. As any other firm or business providing a service, L & G Engineering Laboratory prefers to schedule field and laboratory work with as much advance notice as possible. L & G Engineering Laboratory understands; however, that certain situations may occur when the Client may have a need for Materials Testing Services with as little or no advance notice. During these instances, L & G Engineering Laboratory will make every effort to dispatch personnel to the project within one (1) hour of the Client's request for services.

ATTACHMENT "C"

Work Schedule

PROJECT: **North Country Estates-(Diosa Rd.) Subdivision Project in Hidalgo County Precinct No. Three (3)**

Work Schedule

L&G Engineering Laboratory will provide **Hidalgo County Pct. # 3** with **Construction Materials Testing Services** as outlined in **Contract Agreement C-CAP-08-024-05-20.**

ATTACHMENT "D"

Cost Proposal

PROJECT: **North Country Estates-(Diosa Rd.) Subdivision Project in Hidalgo County Precinct No. Three (3).**

(See Attached)

HIDALGO COUNTY

Professional Engineering Services
Contract # C-CAP-08-024-05-20
Work Authorization Form

WORK AUTHORIZATION NO. 02

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

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Engineer** to provide Construction Materials Testing Services for the North Country Estates Subdivision – Earth Rd. Project in Hidalgo County Precinct No. Three (3).

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

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

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is $ 2,788.75 . This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "D".**

PART 3. PAYMENT

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with Article/Part/Section 3 of the Agreement.

PART 4. FUNDING

This Work Authorization No.01 shall be funded through funding source:
Account No. 8-130-431-00-123-066-0-339
Requisition Number _____ (MUST BE INCLUDED AFTER CC APPROVAL)

PART 5. PERIOD OF SERVICE

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of scopes of the work authorization or (DATE).

PART 6. RESPONSIBILITIES AND OBLIGATIONS

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

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by Hidalgo County Precinct No.3 Commissioner Joe Flores as to content and detail of this Work Authorization No. # 01.

HIDALGO COUNTY
COMMISSIONER PRECINCT NO. 3:

BY:_____

PART 8. ACCEPTANCE AND APPROVAL

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

THE ENGINEER:
L&G ENGINEERING LABORATORY, LLC

By:_____
Jacinto Garza, P.E.

THE OWNER:
HIDALGO COUNTY

By:_____
Juan D. Salinas III, County Judge

ATTEST:

By:_____
Arturo Guajardo Jr., County Clerk

LIST OF ATTACHMENTS

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

Attachment I
North Country Subdivision / Diosa Rd.
Prepared For Hidalgo County Pct. No. 3

Rdwy Subgrade Material Lab Testing					
Tech Time	3	Hrs.	$43.60		$130.80
Trip Charge	60	Mi	$0.47		$28.38
Proctor	2	Ea.	$159.59		$319.18
Atterberg	2	Ea.	$47.85		$95.70
Clerical / Admin.	1	Hrs.	$42.55		$42.55
Eng Spc.	0.5	Hrs.	$58.50		$29.25
Engineer	0.5	Hrs.	$134.95		$67.48
				Sub.	**$713.34**
Subgrade Material Field Testing					
Tech Time	2	Hrs.	$43.60		$87.20
Trip Charge	60	Mi	$0.47		$28.38
Comp. Test	2	Ea.	$19.15		$38.30
Clerical / Admin.	1	Hrs.	$42.55		$42.55
Eng Spc.	0.5	Hrs.	$58.50		$29.25
Engineer	0.5	Hrs.	$134.95		$67.48
				Sub.	**$293.16**
Roadway Base Materials Testing - Laboratory					
Tech Time	3	Hrs.	$43.60		$130.80
Trip Charge	60	Mi.	$0.47		$28.38
Sieve Analysis	1	Ea.	$47.90		$47.90
Texas Wet Ball Mill	1	Ea.	$186.20		$186.20
Atterberg	1	Ea.	$47.85		$47.85
Moisture-Density Determ	1	Ea.	$159.59		$159.59
Clerical / Admin.	1.5	Hrs.	$42.55		$63.83
Eng Spc.	0.5	Hrs.	$58.50		$29.25
Engineer	0.5	Hrs.	$134.95		$67.48
				Sub.	**$761.27**
Base Material Field Density Testing					
Tech Time	2	Hrs.	$43.60		$87.20
Trip Charge	60	Mi	$0.47		$28.38
Comp. Test	2	Ea.	$19.15		$38.30
Clerical / Admin.	1	Hrs.	$42.55		$42.55
Eng Spc.	0.5	Hrs.	$58.50		$29.25
Engineer	0.5	Hrs.	$134.95		$67.48
				Sub.	**$293.16**
Asphalt Testing-Field and Laboratory					
Tech Time	4	Hrs.	$43.60		$174.40
Trip Charge	120	Mi	$0.47		$56.76
Rolling Patterns	1	Ea.	$31.90		$31.90
Max Theor SPG	1	Ea.	$90.40		$90.40
Pav. Thk. Determination	2	Ea.	$31.95		$63.90
Density of Asph. Cores	2	Ea.	$26.60		$53.20
Clerical / Admin.	1.5	Hrs.	$42.55		$63.83
Eng Spc.	1	Hrs.	$58.50		$58.50
Engineer	1	Hrs.	$134.95		$134.95
				Sub.	**$727.84**

Total Estimated Materials Testing Fees **$2,788.75**

ATTACHMENT "A"

Scope of Services (Owner)

PROJECT: **North Country Estates Subdivision – (Earth Rd.) Project in Hidalgo County Precinct No. Three (3)**

SERVICES TO BE PROVIDED BY OWNER

The County of Hidalgo will provide **L&G Engineering Laboratory, LLC** with **Construction Documents, Plans and Specifications** for the **North Country Estates–(Earth Rd.) Subdivision Project.**

ATTACHMENT "B"

Scope of Services (Engineer)

PROJECT: **North Country Estates-(Earth Rd.) Subdivision Project in Hidalgo County Precinct No. Three (3)**

GENERAL SCOPE OF WORK

The Scope of Work will entail providing **The County of Hidalgo** with **Construction Materials Testing Services.**

The Scope of Work is identified as follows:

- ***Construction Materials Testing Services***

L&G Engineering Laboratory will furnish all equipment, materials, supplies, and incidentals as needed to perform the services required by this Contract: The work is as follows:

Construction Materials Testing Services

L&G Engineering Laboratory, L.L.C. will provide **The County of Hidalgo** with **Construction Materials Testing Services** for the **North Country Estates-(Earth Rd.) Project in Hidalgo County Precinct No. Three (3).**

The services to be provided are as follows:

- Sampling and laboratory testing of soils and base materials proposed for use in the construction of Roads and Bridges to determine compliance of these materials with project plans and specifications.

- Field density testing of soils and base materials to ensure proper compaction as required by project plans and specifications.

- Field sampling and testing of fresh concrete, and Laboratory testing of hardened concrete to determine compliance with project plans and specifications.

- Field Compaction testing of Asphalt to ensure proper compaction during lay down operations.

- Field inspection, sampling and laboratory testing of Asphalt materials to determine their materials properties and their compliance with project plans and specifications.

- Any additional laboratory testing as required/requested by **The County of Hidalgo and the project plans and specifications.**

- Provide accurate and timely reports to **The County of Hidalgo** and all/other recipients as designated by the County.

Engineering Services

L&G Engineering Laboratory, L.L.C. will provide an engineer's review of all test results to determine compliance with all project plans and specifications.

Scheduling of Services

L & G Engineering Laboratory is prepared to make a commitment to **The County of Hidalgo's** materials testing needs. L & G Engineering Laboratory makes every effort to respond to its clients as requests are received, and every effort will be made to keep scheduling conflicts to a minimum. As any other firm or business providing a service, L & G Engineering Laboratory prefers to schedule field and laboratory work with as much advance notice as possible. L & G Engineering Laboratory understands; however, that certain situations may occur when the Client may have a need for Materials Testing Services with as little or no advance notice. During these instances, L & G Engineering Laboratory will make every effort to dispatch personnel to the project within one (1) hour of the Client's request for services.

ATTACHMENT "C"

Work Schedule

PROJECT: North Country Estates-(Earth Rd.) Subdivision Project in Hidalgo County Precinct No. Three (3)

Work Schedule

L&G Engineering Laboratory will provide Hidalgo County Pct. # 3 with Construction Materials Testing Services as outlined in Contract Agreement C-CAP-08-024-05-20.

ATTACHMENT "D"

Cost Proposal

PROJECT: North Country Estates-(Earth Rd.) Subdivision Project in Hidalgo County Precinct No. Three (3).

(See Attached)

Attachment I
North Country Estates / Earth Rd.
Prepared For Hidalgo County Pct. No. 3

Rdwy Subgrade Material Lab Testing					
Tech Time	3	Hrs.	$43.60		$130.80
Trip Charge	60	Mi	$0.47		$28.38
Proctor	2	Ea.	$159.59		$319.18
Attorberg	2	Ea.	$47.85		$95.70
Clerical / Admin.	1	Hrs.	$42.55		$42.55
Eng Spc.	0.5	Hrs.	$58.50		$29.25
Engineer	0.5	Hrs.	$134.95		$67.48
				Sub.	$713.34
Subgrade Material Field Testing					
Tech Time	2	Hrs.	$43.60		$87.20
Trip Charge	60	Mi	$0.47		$28.38
Comp. Test	2	Ea.	$19.15		$38.30
Clerical / Admin.	1	Hrs.	$42.55		$42.55
Eng Spc.	0.5	Hrs.	$58.50		$29.25
Engineer	0.5	Hrs.	$134.95		$67.48
				Sub.	$293.16
Roadway Base Materials Testing - Laboratory					
Tech Time	3	Hrs.	$43.60		$130.80
Trip Charge	60	Mi.	$0.47		$28.38
Sieve Analysis	1	Ea.	$47.90		$47.90
Texas Wet Ball Mill	1	Ea.	$186.20		$186.20
Attorberg	1	Ea.	$47.85		$47.85
Moisture-Density Determ	1	Ea.	$159.59		$159.59
Clerical / Admin.	1.5	Hrs.	$42.55		$63.83
Eng Spc.	0.5	Hrs.	$58.50		$29.25
Engineer	0.5	Hrs.	$134.95		$67.48
				Sub.	$761.27
Base Material Field Density Testing					
Tech Time	2	Hrs.	$43.60		$87.20
Trip Charge	60	Mi	$0.47		$28.38
Comp. Test	2	Ea.	$19.15		$38.30
Clerical / Admin.	1	Hrs.	$42.55		$42.55
Eng Spc.	0.5	Hrs.	$58.50		$29.25
Engineer	0.5	Hrs.	$134.95		$67.48
				Sub.	$293.16
Asphalt Testing-Field and Laboratory					
Tech Time	4	Hrs.	$43.60		$174.40
Trip Charge	120	Mi	$0.47		$56.76
Rolling Patterns	1	Ea.	$31.90		$31.90
Max Theor SPG	1	Ea.	$90.40		$90.40
Pav. Thk. Determination	2	Ea.	$31.95		$63.90
Density of Asph. Cores	2	Ea.	$26.60		$53.20
Clerical / Admin.	1.5	Hrs.	$42.55		$63.83
Eng Spc.	1	Hrs.	$58.50		$58.50
Engineer	1	Hrs.	$134.95		$134.95
				Sub.	$727.84

Total Estimated Materials Testing Fees **$2,788.75**

AI-10509 **14.F.6.**

Request for Payment on invoice no. 1 from VA Architecture on the Health Clinics Renovation

CC REGULAR

Date:	08/19/2008		
Submitted By:	Rocio Villarreal, PURCHASING DEPT.		
Submitted For:	Rocio Villarreal		
Department:	PURCHASING DEPT.		
Agenda Area:	Purchasing Department	**Purchasing only:**	Health & Human Services Dept.

Information

CAPTION

Approval of Request for Payment No. 1 in the amount of $13,750.00, from V-A Architecture, contracted architect for "Health Clinic Renovations for the Hidalgo Co. Health and Human Services." C-08-221-05-06

BACKGROUND

C-08-221-05-06

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1336-441-00-340-0XX-0-XXX

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

BUDGETARY IMPACT:

Various accounts. Please see the attached expense report for available funds.

Attachments

Link: Fund Report

Link: Invoice

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	08/07/2008 11:57 AM	APRV
2	Budget & Management	Veronica Lopez	08/07/2008 01:06 PM	APRV
3	Manuel Chapa	Manuel Chapa	08/08/2008 09:20 AM	APRV
4	Auditor's Office	Linda Fong	08/08/2008 04:40 PM	APRV
5	Court Administrator	Angela Garcia	08/13/2008 01:37 PM	APRV

Form Started By: Rocio Villarreal Started On: 08/06/2008 04:42 PM

Final Approval Date: 08/13/2008

Hidalgo County

Expenditure Summary Report

Standard Report Format

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
1336 CERT OF OBLIG,SERIES 2006							
8-1336-441-00-340-021-0-452	C.O.,2006-H/D PHARR-BLDG ADD & RENOV	79,400.00	.00	.00	.00	79,400.00	.00
8-1336-441-00-340-022-0-452	C.O.,2006-H/D EDBG-BLDG ADD & RENOV	158,826.83	.00	.00	.00	158,826.83	.00
8-1336-441-00-340-022-0-739	C.O.,2006-H/D EDBG-OTHER STRUCTURES	241,499.49	.00	.00	.00	241,499.49	.00
8-1336-441-00-340-023-0-452	C.O.,2006-H/D MCALLEN-BLDG ADD & RENOV	30,631.00	.00	.00	.00	30,631.00	.00
8-1336-441-00-340-024-0-452	C.O.,2006-H/D WSLC-BLDG ADD & RENOV	38,582.45	.00	.00	.00	38,582.45	.00
8-1336-441-00-340-029-0-748	C.O.,2006-HEALTH DEPT-OTHER EQUIPMENT	250,000.00	151,385.00	.00	.00	98,615.00	60.55
8-1336-441-00-340-030-0-452	C.O.,2006-H/D MISS-BLDG ADD & RENOV	64,547.00	.00	.00	.00	64,547.00	.00
8-1336-441-00-340-034-0-452	C.O.,2006-H/D ELSA-BLDG ADD & RENOV	43,021.00	.00	.00	.00	43,021.00	.00
8-1336-441-00-340-035-0-452	C.O.,2006-H/D HDLGO-BLDG ADD & RENOV	17,191.00	.00	.00	.00	17,191.00	.00
1336 CERT OF OBLIG,SERIES 2006		**923,698.77**	**151,385.00**	**.00**	**.00**	**772,313.77**	**16.39**
8 YEAR		**923,698.77**	**151,385.00**	**.00**	**.00**	**772,313.77**	**16.39**

V·A Architecture

REQUEST FOR PAYMENT NO: One

Project Name: Health Clinic Renovations for Hidalgo County Health and Human Services Valleywide No. 08-1007

Architetural Firm: V-A Architecture

Address: 2029 Industrial Drive

City/State McAllen, Texas 78504

Project Contract Amount *$			**Arch % Rate:**	**Fixed**	***$ Max. Contract Amt.**	**$25,000.00**
Scope of Services	**Estimated Budget**	**% Completed To Date**	**Total Due**	**Less Prev. Payments**		**Amount Due This Request**
Schematic Desgign A/E Fee 15%	*$ 3,750.00	100%	*$ 3,750.00	*$ 0.00	*$	3,750.00
Design Development A/E Fee 20%	*$ 5,000.00	100%	*$ 5,000.00	*$ 0.00	*$	5,000.00
Constr. Doc. Phase A/E Fee 40%	*$ 10,000.00	50%	*$ 5,000.00	*$ 0.00	*$	5,000.00
Bidding Phase A/E Fee 5%	*$ 1,250.00	0%	*$ 0.00	*$ 0.00	*$	0.00
Construction Adm. A/E Fee 20%	*$ 5,000.00	0%	*$ 0.00	*$ 0.00	*$	0.00
Reimbursables	*$ 0.00	0%	*$ 0.00	*$ 0.00	*$	0.00
TOTALS	*$ 25,000.00		*$ 13,750.00	*$ 0.00	*$	13,750.00
				Total Amount This Request	*$	**13,750.00**

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

VA Architecture — Architect

August 6, 2008 — Date

Reynaldo Vargas, A.I.A.

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

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

AI-10657 **14.F.7.**

BCAP PCT #3 - AWARDS TO RSW UNIT #1, TINY ACRES, ELDORA GARDENS

CC REGULAR

Date: 08/19/2008
Submitted By: Laura Moya, PURCHASING DEPT.
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** CAP Pct.3

Information

CAPTION

Presentation for discussion, consideration and action on a recommendation by project engineer R. Gutierrez Engineers to award to the lowest bidder meeting all specifications for the following bids;
A. Bid No CAP-08-018-05-28-LRM Eldora Gardens Subd
B. Bid No CAP-08-019-05-28-LRM RSW Unit #1 Subd
C. Bid No CAP-08-020-05-28-LRM Tiny Acres Subd
and approval of contract subject to legal review and TXDOT approval.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:** 8-1311-431-00-122-252-0-733/734
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Obj. Code 733 available balance as of 08/15/08 $6,828.19
Obj. Code 734 available balance as of 08/15/08 $ 50,073.41

FISCAL YEAR: **ACCT. #:** 8-1311-431-00-122-580-1-733/734
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Obj. Code 733 available as of 08/15/08 $ 0.00
Obj. Code 734 available as of 08/15/08 $ 148,540.56

FISCAL YEAR: **ACCT. #:** 8-1311-431-00-122-740-0-733/734
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Obj. Code 733 available as of 08/15/08 $ 16,774.13
Obj. Code 734 available as of 08/15/08 $ 53,118.07

Attachments

Link: 10657

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	08/14/2008 03:29 PM	APRV
2	Budget & Management	Veronica Lopez	08/14/2008 03:47 PM	APRV
3	Erika Reyna	Erika Reyna	08/15/2008 08:35 AM	APRV
4	Auditor's Office		08/15/2008 05:32 PM	NEW

Form Started By: Laura Moya Started On: 08/14/2008 02:38 PM

Final Approval Date: 08/15/2008

10657

laura.moya

From: Marcie Jackson [marcie.jackson@co.hidalgo.tx.us]

Sent: Monday, August 11, 2008 4:59 PM

To: 'laura.moya'

Subject: Requesting Court Approval to award Contract to low bidder for RSW Unit #1, Tiny Acres, and ElDora Gardens

Attachments: agenda bid award eldora gardens.PDF; bid award eldora gardens.PDF; agenda request bid award rsw uni.PDF; bid award rsw unit 1.PDF; agenda request bid award tiny ac.PDF; bid award tiny acres.PDF

Laura, Pct 2 is requesting to place the above-mentioned item on Commissioner's Court for Tuesday 19th August 2008.

Thanks,

Marcie Jackson
Colonia Access Program
Administrative Assistant
301 East State Street
Pharr, Tx. 78577
956-787-1891
marcie.jackson@co.hidalgo.tx.us

Hidalgo County
Border Colonias Access Program
MEMORANDUM

TO: Marty Salazar, Hidalgo County Purchasing Agent
Attn: Laura R. Moya, HCCAP Buyer II

CC: Commissioner Joe M. Flores, Hidalgo County Precinct 3
Valde Guerra, Commissioner's Court Executive Officer
Humberto Garza, Chief Administrator
Rosanna Schettino, HCCAP Auditor
Dina Trevino, Budget Office
HCCAP County Wide Files

From: Agapito Vargas, Jr., Hidalgo County BCAP Director
Marcie Jackson, Hidalgo County BCAP Administrative Assistant

Date: 11 August 2008

Subject: Recommendation for award – 2nd Call Colonias Project, ElDora Gardens, CSJ: 2C1080252.

Marty, please place the above-referenced item on Commissioner's Court agenda for Tuesday 19th August 2008

Precinct 2 is requesting Court approval to award contract to low bidder for the above-referenced 2nd Call Colonia Access Project. The project engineer for this project is R. Gutierrez Engineers. The low bidder for this project is Jimmy Closner & Sons Construction with a low bid of $50,611.50. There were a total of three vendors submitting bids for this project.

- DM Roth
- Valley Paving, Inc.
- Jimmy Closner & Sons

Attached is the letter of recommendation from R. Gutierrez Engineers.

Please insure that the correct contract number is included.
If you have any questions, please advice.
Thanks,

301 East State Street * Pharr, Texas 78577 * Telephone # 787-1891 *FAX 787-4683

Hidalgo County
Border Colonias Access Program

08 August 2008

Sharon Slagle, Colonia Project Manager
Texas Department of Transportation
600 West Expressway 83
Pharr, TX 78577

Re: Bid Award Number CAP-08-018-05-28-LRM 2ND Call; ElDora Gardens Subdivision – CSJ: 2C1080252

Dear Sharon:

Attached please find information regarding the award of the above-referenced 2nd Call Colonias Project for road construction and drainage.

Please be advised that the County will proceed to award the bid based on the following:

1) Engineers Recommendation
2) Bidder meets all County requirements
3) Bid is the lowest of bids received
4) Cost Breakdown

R. Gutierrez has reviewed bids and tabulations and is recommending Jimmy Closner & Sons Construction as the low bidder for the above-reverenced project. The amount budgeted for this project is $59,800.00 for road construction and $7,940.00 for drainage work, for a grand total of $67,740.00. Any cost overrun will be covered by account transfers, Urban County Funds, and the County's Road & Bridge Account.

The award will be to the low bidder D M Roth Excavating., for the bid in the amount of $50,611.50.
The bids received were as follows:

- D M Roth $50,727.60
- Valley Paving, Inc. $85,091.00
- Jimmy Closner $50,611.50

Commissioner Hector "Tito" Palacios concurs with the engineering firm's recommendation and will present the recommendation to Commissioner's Court for approval, once concurrence has been provided by TXDOT.

Please note that the County Commissioner's Court will award the contract pending TXDOT concurrence.

If you require additional information, please feel free to contact me at 787-1891 or on my cell phone at 207-9850.

Sincerely Yours,

Agapito Vargas Jr., Director
Hidalgo County Colonias Access Program Director

Cc: Commissioner Hector "Tito" Palacios, Hidalgo County Precinct 2
Valde Guerra, Commissioner's Court Executive Officer
Humbreto Garza, Chief Administrator
Rossana Schettino, HCCAP Auditor
Laura R. Moya, HCCAP Buyer II Project files

301 East State Street * Pharr, Texas 78577 * Telephone # 787-1891 *FAX 787-4683

R. Gutierrez Engineering Corporation

August 7, 2008

Agapito Vargas
Border Colonia Access Roads Program Coordinator
301 E. State Street
Pharr, TX 78577

RE: Recommendation for Award – Eldora Gardens Subdivision
Project No: ENG05.012

Dear Mr. Vargas:

On Wednesday, May 21, 2008, at 9:30 a.m. in the Hidalgo County Purchasing Department Conference Room, bids were opened and read aloud for the above project. Three (3) bids were received for this project. The low responsive bid was for **$50,611.50.**

Attached is a copy of the Plan Holders List, Bid Proposal Forms, and Bid Tabulation Form. We have reviewed the bid submitted and are recommending award of the contract to the lowest responsive bidder being **Jimmy Closner & Sons Construction** from Mercedes, Texas in the amount of **$50,611.50.**

We are recommending award of this bid. If you require our assistance please do not hesitate to call us. We are ready to assist you in making this project a success. You can call me at 956-782-2557 or on my mobile at 956-227-2154.

Sincerely,

Ramiro Gutierrez, P.E.
President

RECEIVED
Yolie Jackson
AUG 07 08
Hidalgo County
PRECINCT #2

Attach

cc: Commissioner Palacios (Cover Letter Only)
Project Files

130 E. Park – Pharr, TX 78577 – Tel: 956-782-2557 – Fax: 956-782-2558 – E-mail: rgutierrez@rgutierrezengineering.com

Eldora Gardens
CSJ: 2C1080252
Drainage Only
Cost Breakdown
Precinct 2

Bid Item No.	Item Description	Quantity	Unit	Unit Price	Amount Bid
	DRAINAGE				
100	Trench Excavation Protection	171	LF	$10.00	$1,710.00
464	RCP CL III (18")	153	LF	$48.00	$7,344.00
465	Manhole (TY A)	3	EA	$2,250.00	$6,750.00
529	Concrete Curb & Gutter (TY A) (Barrier)	2462	LF	$9.75	$24,004.50
530	Driveways (Concrete)	166.2	SY	$65.00	$10,803.00
	Total				$50,611.50

PLAN HOLDERS LIST
ELDORA GARDENS

Bid Number: CAP-08-018-05-28 CSJM1080252

ENG05.012M

Prebid Conf. Wednesday, May 21, 2008 @ 2:00 p.m.

Deposit Amount: $75.00

Location: Hidalgo Co. New Administration Building - Purchasing Dept., 2812 S. Business 281, Edinburg, TX 78539

Bid Opening: Wednesday, May 28, 2008 @ 9:30 a.m.

Location: Hidalgo Co. New Administration Building - Purchasing Dept., 2812 S. Business 281, Edinburg, TX 78539

Bid Set No.	Company	Contact Person	Address	City	State	Zip Code	Phone	Fax	Addendum 1	2	3	4	5	Date Issued	Deposit Check	Cash	N.A.
1	R. Gutierrez Engineering	Ramiro Gutierrez	130 E. Park	Pharr	TX	78577	956-782 2557	956-782 2558						5/14/08			
2	Hidalgo County PCT #2	Agapito Vargas	301 E. State St.	Pharr	TX	78577	956-787-1891	956-787-4683						5/14/08			
3	Hidalgo County	Laura R Moya	2812	Edinburg	TX	78539	959-318-2626	956-318-2629						5/14/08			
4	A.G.C.	Perry Voughn	6918 W. Expressway 83	Harlingen	TX	78552	956-423-4091	956-423-0174						5/14/08			
5	AMTEK	John Rugh	7801 Lamar Ste. A137	Austin	TX	78752	512-323-0508	512-323-0920						5/14/08			
6	The Builder's Exchange of Texas	Edith Carmona	4047 Naco Perrin Ste 100	San Antonio	TX	78217	210-564 6900	210-564 6902						5/14/08			
7																	
8	Sascon	Herman Sckloss					956-682-3454							5/19/08			
9	Closner	Albert Closner					956-202-1844							5/19/08			
10	Total Commitment	Felipe Gomez					956-519-7111							5/19/08			
11	DM Roth	Tyler Wulf					956-787-0845							5/26/08			
12	Valley Paving	Oscar Cordova Jr					956-585-5908							5/21/08			
13																	
14																	

R. Gutierrez Engineering Corporation
130 E. Park Avenue
Pharr, Texas 78577

08/07/2008

BID TABULATION
ELDORA GARDENS SUBDIVISION

DATE: 05/21/08
TIME: 9:30 A.M.
LOCATION: HIDALGO COUNTY PURCHASING DEPARTMENT

Item Number	Estimated Quantity	Unit	Item Description	DM ROTH EXC		VALLEY PAVING, INC		JIMMY CLOSNER & SONS	
				Unit Bid	Total Bid	Unit Bid	Total Bid	Unit Bid	Total Bid
402	171.00	LF	Trench Excavation Protection	$ 4.00	$ 684.00	$ 15.00	$ 2,565.00	$ 10.00	$ 1,710.00
464	153.00	LF	RCP (CL III) (18")	$ 36.00	$ 5,508.00	$ 100.00	$ 15,300.00	$ 48.00	$ 7,344.00
465	3.00	EA	Manhole (Ty A)	$ 4,400.00	$ 13,200.00	$ 5,000.00	$ 15,000.00	$ 2,250.00	$ 6,750.00
529	2,462.00	LF	Concrete Curb & Gutter (Ty A)(Barrier)	$ 10.50	$ 25,851.00	$ 17.50	$ 43,085.00	$ 9.75	$ 24,004.50
530	166.20	SY	Driveways (CONCRETE)	$ 33.00	$ 5,484.60	$ 55.00	$ 9,141.00	$ 65.00	$ 10,803.00
			TOTAL BASE BID AMOUNT:		**$ 50,727.60**		**$ 85,091.00**		**$ 50,611.50**

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

CONSTRUCTION CONTRACT
C-CAP-08-018-05-28-LRM

This Agreement, entered into this ____ day of _____, 2008 by and between Hidalgo County Precinct No. 2 (hereinafter called the "OWNER," and _____. (a Texas corporation), of County of Hidalgo, and State of Texas, hereinafter called "CONTRACTOR".

WITNESSETH

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

ROAD & DRAINAGE CONSTRUCTION OF ELDORA GARDENS

Hereinafter called the project, for the sum of _____ Dollars and _____ Cents and all extra work in connection therewith, under the terms and stated in the General and Special Conditions of the Contract; and at his (its or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, the General Conditions and Special Conditions printed or written explanatory matter thereof, the specifications and contract documents therefore as prepared by R. Gutierrez Engineering Corporation, entitled the Architect/Engineer, and as enumerated in Paragraph 1.01.A.12 of the General Conditions, all of which are made a part hereof and collectively evidence and constitute the contract.

The CONTRACTOR hereby agrees to commence work under this contract on or after a date to be specified in written "Notice to Proceed" of the OWNER and to fully complete the project within 30 consecutive calendar days thereafter. The CONTRACTOR further agrees to pay, as liquidated damages, the sum of $200.00 for each consecutive calendar day thereafter.

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the contract, subject to additions and deductions, as provided in the General Conditions of the contract, and to make payments on account thereof as provided in Paragraphs 14.02.C and 14.07.C of the General Conditions.

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

APPROVED BY COMMISIONERS COURT ON, _____, 2008.

CONTRACTOR: _____

Name of Firm: _____

Address: _____

Fed. I.D. # / S.S.##: _____

STATE OF TEXAS

COUNTY OF HIDALGO

This instrument was acknowledged before me on this the _____day of _____,

2008, by _____Of and on behalf of _____
(Title) (A corporation)

_____
Notary Public-Signature

APPROVED AS TO FORM:

BY:_____
Atlas & Hall, LLP

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

COUNTY OF HIDALGO:

_____
Juan D. Salinas, III, County Judge

laura.moya

From: Marcie Jackson [marcie.jackson@co.hidalgo.tx.us]
Sent: Monday, August 11, 2008 4:59 PM
To: 'laura.moya'
Subject: Requesting Court Approval to award Contract to low bidder for RSW Unit #1, Tiny Acres, and ElDora Gardens
Attachments: agenda bid award eldora gardens.PDF; bid award eldora gardens.PDF; agenda request bid award rsw uni.PDF; bid award rsw unit 1.PDF; agenda request bid award tiny ac.PDF; bid award tiny acres.PDF

Laura, Pct 2 is requesting to place the above-mentioned item on Commissioner's Court for Tuesday 19th August 2008.

Thanks,

Marcie Jackson
Colonia Access Program
Administrative Assistant
301 East State Street
Pharr, Tx. 78577
956-787-1891
marcie.jackson@co.hidalgo.tx.us

Hidalgo County
Border Colonias Access Program
MEMORANDUM

TO: Marty Salazar, Hidalgo County Purchasing Agent
Attn: Laura R. Moya, HCCAP Buyer II

CC: Commissioner Joe M. Flores, Hidalgo County Precinct 3
Valde Guerra, Commissioner's Court Executive Officer
Humberto Garza, Chief Administrator
Rosanna Schettino, HCCAP Auditor
Dina Trevino, Budget Office
HCCAP County Wide Files

From: Agapito Vargas, Jr., Hidalgo County BCAP Director
Marcie Jackson, Hidalgo County BCAP Administrative Assistant

Date: 11 August 2008

Subject: Recommendation for award – 2nd Call Colonias Project, RSW Unit #1 Subdivision, CSJ: 2C1080580.

Marty, please place the above-referenced item on Commissioner's Court agenda for Tuesday 19th August 2008

Precinct 2 is requesting Court approval to award contract to low bidder for the above-referenced 2nd Call Colonia Access Project. The project engineer for this project is R. Gutierrez Engineers. The low bidder for this project is DM Roth Excavating with a low bid of $103,178.00. There were a total of three vendors submitting bids for this project.

- DM Roth
- Valley Paving, Inc.
- Jimmy Closner & Sons

Attached is the letter of recommendation from R. Gutierrez Engineers.

Please insure that the correct contract number is included.
If you have any questions, please advice.
Thanks,

301 East State Street * Pharr, Texas 78577 * Telephone # 787-1891 *FAX 787-4683

Hidalgo County
Border Colonias Access Program

08 August 2008

Sharon Slagle, Colonia Project Manager
Texas Department of Transportation
600 West Expressway 83
Pharr, TX 78577

Re: Bid Award Number CAP-08-019-05-28-LRM 2ND Call; RSW Unit #1Subdivision – CSJ: 2C1080580

Dear Sharon:

Attached please find information regarding the award of the above-referenced 2nd Call Colonias Project for road construction and drainage.

Please be advised that the County will proceed to award the bid based on the following:

1) Engineers Recommendation
2) Bidder meets all County requirements
3) Bid is the lowest of bids received
4) Cost Breakdown

R. Gutierrez has reviewed bids and tabulations and is recommending DM Roth Excavating as the low bidder for the above-reverenced project. The amount budgeted for this project is $176,834.00 for road construction and $0.00 for drainage work, for a grand total of $176,834.00. Any cost overrun will be covered by account transfers, Urban County Funds, and the County's Road & Bridge Account.

The award will be to the low bidder D M Roth Excavating., for the bid in the amount of $103,178.00.
The bids received were as follows:

- D M Roth $103,178.00
- Jimmy Closner & Sons Construction $115,260.50
- Valley Paving, Inc. $179,958.50

Commissioner Hector "Tito" Palacios concurs with the engineering firm's recommendation and will present the recommendation to Commissioner's Court for approval, once concurrence has been provided by TXDOT.

Please note that the County Commissioner's Court will award the contract pending TXDOT concurrence.

If you require additional information, please feel free to contact me at 787-1891 or on my cell phone at 207-9850.

Sincerely Yours,

Agapito Vargas Jr., Director
Hidalgo County Colonias Access Program Director

Cc: Commissioner Hector "Tito" Palacios, Hidalgo County Precinct 2
Valde Guerra, Commissioner's Court Executive Officer
Humbreto Garza, Chief Administrator
Rossana Schettino, HCCAP Auditor
Laura R. Moya, HCCAP Buyer II Project files

R. Gutierrez Engineering Corporation

August 7, 2008

Agapito Vargas
Border Colonia Access Roads Program Coordinator
301 E. State Street
Pharr, TX 78577

RE: Recommendation for Award – RSW Unit 1 Subdivision
Project No: ENG05.012

Dear Mr. Vargas:

On Wednesday, May 21, 2008, at 9:30 a.m. in the Hidalgo County Purchasing Department Conference Room, bids were opened and read aloud for the above project. Three (3) bids were received for this project. The low responsive bid was for **$103,178.00.**

Attached is a copy of the Plan Holders List, Bid Proposal Forms, and Bid Tabulation Form. We have reviewed the bid submitted and are recommending award of the contract to the lowest responsive bidder being **DM Roth Excavating** from Pharr, Texas in the amount of **$103,178.00.**

We are recommending award of this bid. If you require our assistance please do not hesitate to call us. We are ready to assist you in making this project a success. You can call me at 956-782-2557 or on my mobile at 956-227-2154.

Sincerely,

Ramiro Gutierrez, P.E.
President

RECEIVED
Yolie Jackson
AUG 07 08
Hidalgo County
PRECINCT #2

Attach

cc: Commissioner Palacios (Cover Letter Only)
Project Files

130 E. Park – Pharr, TX 78577 – Tel: 956-782-2557 – Fax: 956-782-2558 – E-mail: rgutierrez@rgutierrezengineering.com

RWS Unit I
CSJ: 2C1080580
Cost Breakdown Drainage Only
Precinct 2

Bid Item No.	Item Description	Quantity	Unit	Unit Price	Amount Bid
	Drainage				
402	Trench Exacavation Protection	232	LF	$6.00	$1,392.00
464	RCP (CL III) (18")	220	LF	$60.00	$13,200.00
465	Manhole (TY A)	2	EA	$4,500.00	$9,000.00
529	Concrete Curb & Gutter (ty A) (Barrier)	6161	LF	$10.00	$61,610.00
529	Concrete Gutter (4-Ft)	78	LF	$15.00	$1,170.00
530	Driveways (Concrete)	560.2	SY	$30.00	$16,806.00
	TOTAL				**$103,178.00**

PLAN HOLDERS LIST
RSW UNIT #1

CSJ M080580

Bid Number: CAP-08-019-05-28

ENG05.012S
Deposit Amount: $75.00

Prebid Conf. Wednesday, May 21, 2008 @ 2:00 p.m.
Location: Hidalgo Co. New Administration Building - Purchasing Dept., 2812 S. Business 281, Edinburg, TX 78539
Bid Opening: Wednesday, May 28, 2008 @ 9:30 a.m.
Location: Hidalgo Co. New Administration Building - Purchasing Dept., 2812 S. Business 281, Edinburg, TX 78539

Bid Set No.	Company	Contact Person	Address	City	State	Zip Code	Phone	Fax	Addendum 1	2	3	4	5	Date Issued	Deposit Check	Cash	N.A.
1	R. Gutierrez Engineering	Ramiro Gutierrez	130 E. Park	Pharr	TX	78577	956-782 2557	956-782 2558						5/12/08			
2	Hidalgo County PCT #2	Agapito Vargas	301 E. State St.	Pharr	TX	78577	956-787-1891	956-787-4683						5/12/08			
3	Hidalgo County	Laura R Moya	2812	Edinburg	TX	78539	959-318-2626	956-318-2629						5/12/08			
4	A.G.C.	Perry Voughn	6918 W. Expressway 83	Harlingen	TX	78552	956-423-4091	956-423-0174						5/12/08			
5	AMTEK	John Rugh	7801 Lamar Ste. A137	Austin	TX	78752	512-323-0508	512-323-0920						5/12/08			
6	The Builder's Exchange of Texas	Edith Carmona	4047 Naco Perrin Ste 100	San Antonio	TX	78217	210-564 6900	210-564 6902						5/12/08			
7	JM Construction	Luis Carrillo	3701 Jade St.	Weslaco	TX	78596	956-565-5222							5/16/08			
8	Sascon	Herman Sckloss	5200 N. 26th St.	McAllen	TX	78504	956-682-3454							5/19/08			
9	Closner Construction	Albert Closner					956-202-1844							5/19/08			
10	Total Commitment	Felipe Gomez		Mission	TX		956-519-7111							5/19/08			
11	E.R. Paving	Efrain Gonzalez	29073 Nelson Rd	San Benito	TX	78586	956-357-1249							5/19/08			
12	Valley Paving Inc.	Oscar Cordova Jr.	321 E. 2 Mile	Mission	TX	78574	956-585-5908							5/21/08			
13																	
14	DM Roth	Tyler Wulf		Pharr	TX	78577	956-7870845							5/26/08			

R. Gutierrez Engineering Corporation
130 E. Park Avenue
Pharr, Texas 78577

BID TABULATION
RSW UNIT 1 SUBDIVISION

08/07/2008

DATE: 05/21/08
TIME: 9:30 A.M.
LOCATION: HIDALGO COUNTY PURCHASING DEPARTMENT

Item Number	Estimated Quantity	Unit	Item Description	DM ROTH EXC		VALLEY PAVING, INC		JIMMY CLOSNER & SONS	
				Unit Bid	Total Bid	Unit Bid	Total Bid	Unit Bid	Total Bid
402	232.00	LF	Trench Excavation Protection	$ 6.00	$ 1,392.00	$ 15.00	$ 3,480.00	$ 10.00	$ 2,320.00
464	220.00	LF	RCP (CL III) (18")	$ 60.00	$ 13,200.00	$ 100.00	$ 22,000.00	$ 48.00	$ 10,560.00
465	2.00	EA	Manhole (Ty A)	$ 4,500.00	$ 9,000.00	$ 5,000.00	$ 10,000.00	$ 2,250.00	$ 4,500.00
529	6,161.00	LF	Concrete Curb & Gutter (Ty A)(Barrier)	$ 10.00	$ 61,610.00	$ 17.50	$ 107,817.50	$ 9.50	$ 58,529.50
529	78.00	LF	Concrete Gutter (4-Ft)	$ 15.00	$ 1,170.00	$ 75.00	$ 5,850.00	$ 36.00	$ 2,808.00
530	560.20	SY	Driveways (CONCRETE)	$ 30.00	$ 16,806.00	$ 55.00	$ 30,811.00	$ 65.00	$ 36,413.00
			TOTAL BASE BID AMOUNT:		**$ 103,178.00**		**$ 179,958.50**		**$ 115,130.50**

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

CONSTRUCTION CONTRACT
C-CAP-08-019-05-28-LRM

This Agreement, entered into this ____ day of _____, 2008 by and between Hidalgo County Precinct No. 2 (hereinafter called the "OWNER," and _____. (a Texas corporation), of County of Hidalgo, and State of Texas, hereinafter called "CONTRACTOR".

WITNESSETH

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

ROAD & DRAINAGE CONSTRUCTION OF RSW UNIT #1

Hereinafter called the project, for the sum of _____ Dollars and _____ Cents and all extra work in connection therewith, under the terms and stated in the General and Special Conditions of the Contract; and at his (its or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, the General Conditions and Special Conditions printed or written explanatory matter thereof, the specifications and contract documents therefore as prepared by R. Gutierrez Engineering Corporation, entitled the Architect/Engineer, and as enumerated in Paragraph 1.01.A.12 of the General Conditions, all of which are made a part hereof and collectively evidence and constitute the contract.

The CONTRACTOR hereby agrees to commence work under this contract on or after a date to be specified in written "Notice to Proceed" of the OWNER and to fully complete the project within 45 consecutive calendar days thereafter. The CONTRACTOR further agrees to pay, as liquidated damages, the sum of $200.00 for each consecutive calendar day thereafter.

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the contract, subject to additions and deductions, as provided in the General Conditions of the contract, and to make payments on account thereof as provided in Paragraphs 14.02.C and 14.07.C of the General Conditions.

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

APPROVED BY COMMISIONERS COURT ON, _____, 2008.

CONTRACTOR: _____

Name of Firm: _____

Address: _____

Fed. I.D. # / S.S.##: _____

STATE OF TEXAS

COUNTY OF HIDALGO

This instrument was acknowledged before me on this the _____day of _____,

2008, by _____Of and on behalf of _____
(Title) (A corporation)

_____
Notary Public-Signature

APPROVED AS TO FORM:

BY:_____
Atlas & Hall, LLP

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

COUNTY OF HIDALGO:

_____
Juan D. Salinas, III, County Judge

laura.moya

From: Marcie Jackson [marcie.jackson@co.hidalgo.tx.us]

Sent: Monday, August 11, 2008 4:59 PM

To: 'laura.moya'

Subject: Requesting Court Approval to award Contract to low bidder for RSW Unit #1, Tiny Acres, and ElDora Gardens

Attachments: agenda bid award eldora gardens.PDF; bid award eldora gardens.PDF; agenda request bid award rsw uni.PDF; bid award rsw unit 1.PDF; agenda request bid award tiny ac.PDF; bid award tiny acres.PDF

Laura, Pct 2 is requesting to place the above-mentioned item on Commissioner's Court for Tuesday 19th August 2008.

Thanks,

Marcie Jackson
Colonia Access Program
Administrative Assistant
301 East State Street
Pharr, Tx. 78577
956-787-1891
marcie.jackson@co.hidalgo.tx.us

Hidalgo County
Border Colonias Access Program
MEMORANDUM

TO: Marty Salazar, Hidalgo County Purchasing Agent
Attn: Laura R. Moya, HCCAP Buyer II

CC: Commissioner Joe M. Flores, Hidalgo County Precinct 3
Valde Guerra, Commissioner's Court Executive Officer
Humberto Garza, Chief Administrator
Rosanna Schettino, HCCAP Auditor
Dina Trevino, Budget Office
HCCAP County Wide Files

From: Agapito Vargas, Jr., Hidalgo County BCAP Director
Marcie Jackson, Hidalgo County BCAP Administrative Assistant

Date: 11 August 2008

Subject: Recommendation for award – 2nd Call Colonias Project, Tiny Acres Subdivision, CSJ: 2C1080740.

Marty, please place the above-referenced item on Commissioner's Court agenda for Tuesday 19th August 2008

Precinct 2 is requesting Court approval to award contract to low bidder for the above-referenced 2nd Call Colonia Access Project. The project engineer for this project is R. Gutierrez Engineers. The low bidder for this project is DM Roth Excavating with a low bid of $15,135.00. There were a total of three vendors submitting bids for this project.

- DM Roth
- Valley Paving, Inc.
- Jimmy Closner & Sons

Attached is the letter of recommendation from R. Gutierrez Engineers.

Please insure that the correct contract number is included.
If you have any questions, please advice.
Thanks,

301 East State Street * Pharr, Texas 78577 * Telephone # 787-1891 *FAX 787-4683

Hidalgo County
Border Colonias Access Program

08 August 2008

Sharon Slagle, Colonia Project Manager
Texas Department of Transportation
600 West Expressway 83
Pharr, TX 78577

Re: Bid Award Number CAP-08-020-05-28-LRM 2ND Call; Tiny Acres Subdivision – CSJ: 2C1080740

Dear Sharon:

Attached please find information regarding the award of the above-referenced 2nd Call Colonias Project for road construction and drainage.

Please be advised that the County will proceed to award the bid based on the following:

1) Engineers Recommendation
2) Bidder meets all County requirements
3) Bid is the lowest of bids received
4) Cost Breakdown

R. Gutierrez has reviewed bids and tabulations and is recommending DM Roth Excavating as the low bidder for the above-reverenced project. The amount budgeted for this project is $63,125.00 for road construction and $20.080.00 for drainage work, for a grand total of $83,205.00. Any cost overrun will be covered by account transfers, Urban County Funds, and the County's Road & Bridge Account.

The award will be to the low bidder D M Roth Excavating., for the bid in the amount of $15,135.00
The bids received were as follows:

- D M Roth $15, 135.00
- Valley Paving, Inc. $20,844.00
- Jimmy Closner & Sons $16,500.00

Commissioner Hector "Tito" Palacios concurs with the engineering firm's recommendation and will present the recommendation to Commissioner's Court for approval, once concurrence has been provided by TXDOT.

Please note that the County Commissioner's Court will award the contract pending TXDOT concurrence.

If you require additional information, please feel free to contact me at 787-1891 or on my cell phone at 207-9850.

Sincerely Yours,

Agapito Vargas Jr., Director
Hidalgo County Colonias Access Program Director

Cc: Commissioner Hector "Tito" Palacios, Hidalgo County Precinct 2
Valde Guerra, Commissioner's Court Executive Officer
Humbreto Garza, Chief Administrator
Rossana Schettino, HCCAP Auditor
Laura R. Moya, HCCAP Buyer II Project files

R. Gutierrez Engineering Corporation

August 7, 2008

Agapito Vargas
Border Colonia Access Roads Program Coordinator
301 E. State Street
Pharr, TX 78577

RE: Recommendation for Award – Tiny Acres Subdivision
Project No: ENG05.012

Dear Mr. Vargas:

On Wednesday, May 21, 2008, at 9:30 a.m. in the Hidalgo County Purchasing Department Conference Room, bids were opened and read aloud for the above project. Three (3) bids were received for this project. The low responsive bid was for **$15,135.00**.

Attached is a copy of the Plan Holders List, Bid Proposal Forms, and Bid Tabulation Form. We have reviewed the bid submitted and are recommending award of the contract to the lowest responsive bidder being **DM Roth Excavating** from Pharr, Texas in the amount of **$15,135.00**.

We are recommending award of this bid. If you require our assistance please do not hesitate to call us. We are ready to assist you in making this project a success. You can call me at 956-782-2557 or on my mobile at 956-227-2154.

Sincerely,

Ramiro Gutierrez, P.E.
President

Attach

cc: Commissioner Palacios (Cover Letter Only)
Project Files

RECEIVED
Yolie Jackson
AUG 07 08
Hidalgo County
PRECINCT #3

130 E. Park – Pharr, TX 78577 – Tel: 956-782-2557 – Fax: 956-782-2558 – E-mail: rgutierrez@rgutierrezengineering.com

TINY ACRES SUBDIVISION
CSJ: 2C1080740
Cost Breakdown
Precinct 2
Contracted Drainage Work

Bid Item No.	Item Description	Quantity	Unit	Unit Price	Amount Bid
	DRAINAGE				
529	Concrete Curb and Gutter (TY A) (Barrier)	904	LF	$15.00	$13,560.00
529	Concrete Gutter (4-Ft)	70	LF	$22.50	$1,575.00
	Subtotal				**$15,135.00**

TXDOT FUNDING **$16,774.13**
DIFFERENCE **$1,639.13**

PLAN HOLDERS LIST
TINY ACRES

Bid Number: CAP-08-020-05-28 ENG05.012L
Prebid Conf. Wednesday, May 21, 2008 @ 2:00 p.m. Deposit Amount: $75.00
Location: Hidalgo Co. New Administration Building - Purchasing Dept., 2812 S. Business 281, Edinburg, TX 78539
Bid Opening: Wednesday, May 28, 2008 @ 9:30 a.m.
Location: Hidalgo Co. New Administration Building - Purchasing Dept., 2812 S. Business 281, Edinburg, TX 78539

Bid Set No.	Company	Contact Person	Address	City	State	Zip Code	Phone	Fax	Addendum 1	2	3	4	5	Date Issued	Deposit Check	Cash	N.A.
1	R. Gutierrez Engineering	Ramiro Gutierrez	130 E. Park	Pharr	TX	78577	956-782 2557	956-782 2558						5/14/08			
2	Hidalgo County PCT #2	Agapito Vargas	301 E. State St.	Pharr	TX	78577	956-787-1891	956-787-4683						5/14/08			
3	Hidalgo County	Laura R Moya	2812	Edinburg	TX	78539	959-318-2626	956-318-2629						5/14/08			
4	A.G.C.	Perry Voughn	6918 W. Expressway 83	Harlingen	TX	78552	956-423-4091	956-423-0174						5/14/08			
5	AMTEK	John Rugh	7801 Lamar Ste. A137	Austin	TX	78752	512-323-0508	512-323-0920						5/14/08			
6	The Builder's Exchange of Texas	Edith Carmona	4047 Naco Perrin Ste 100	San Antonio	TX	78217	210-564 6900	210-564 6902						5/14/08			
7																	
8	Sascon	Herman Sckloss					956-682-3454							5/19/08			
9	Closner	Albert Closner					956-202-1844							5/19/08			
10	Total Commitment	Felipe Gomez	11435 Bryan Rd.	Mission	TX		956-519-7111							5/19/08			
11	DM Roth	Tyler Wulf		Pharr	TX		956-787-0845							5/27/08			
12	Valley Paving	Oscar Cordova	321 E 2 Mile	Mission	TX		956-585-5908							5/21/08			
13																	
14																	

R. Gutierrez Engineering Corporation
130 E. Park Avenue
Pharr, Texas 78577

08/07/2008

BID TABULATION
TINY ACRES SUBDIVISION

DATE: 05/21/08
TIME: 9:30 A.M.
LOCATION: HIDALGO COUNTY PURCHASING DEPARTMENT

Item Number	Estimated Quantity	Unit	Item Description	DM ROTH EXC		VALLEY PAVING		JIMMY CLOSNER & SONS	
				Unit Bid	Total Bid	Unit Bid	Total Bid	Unit Bid	Total Bid
529	904.00	LF	Concrete Curb & Gutter (Ty A)(Barrier)	$ 15.00	$ 13,560.00	$ 17.25	$ 15,594.00	$ 15.00	$ 13,560.00
529	70.00	LF	Concrete Gutter (4-Ft)	$ 22.50	$ 1,575.00	$ 75.00	$ 5,250.00	$ 42.00	$ 2,940.00
			TOTAL BASE BID AMOUNT:		**$ 15,135.00**		**$ 20,844.00**		**$ 16,500.00**

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

CONSTRUCTION CONTRACT
C-CAP-08-020-05-28-LRM

This Agreement, entered into this ____ day of _____, 2008 by and between Hidalgo County Precinct No. 2 (hereinafter called the "OWNER," and _____. (a Texas corporation), of County of Hidalgo, and State of Texas, hereinafter called "CONTRACTOR".

WITNESSETH

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

ROAD & DRAINAGE CONSTRUCTION OF TINY ACRES

Hereinafter called the project, for the sum of _____ Dollars and _____ Cents and all extra work in connection therewith, under the terms and stated in the General and Special Conditions of the Contract; and at his (its or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, the General Conditions and Special Conditions printed or written explanatory matter thereof, the specifications and contract documents therefore as prepared by R. Gutierrez Engineering Corporation, entitled the Architect/Engineer, and as enumerated in Paragraph 1.01.A.12 of the General Conditions, all of which are made a part hereof and collectively evidence and constitute the contract.

The CONTRACTOR hereby agrees to commence work under this contract on or after a date to be specified in written "Notice to Proceed" of the OWNER and to fully complete the project within 15 consecutive calendar days thereafter. The CONTRACTOR further agrees to pay, as liquidated damages, the sum of $200.00 for each consecutive calendar day thereafter.

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the contract, subject to additions and deductions, as provided in the General Conditions of the contract, and to make payments on account thereof as provided in Paragraphs 14.02.C and 14.07.C of the General Conditions.

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

APPROVED BY COMMISIONERS COURT ON, _____, 2008.

CONTRACTOR: _____

Name of Firm: _____

Address: _____

Fed. I.D. # / S.S.##: _____

STATE OF TEXAS

COUNTY OF HIDALGO

This instrument was acknowledged before me on this the _____day of _____,

2008, by _____Of and on behalf of _____
(Title) (A corporation)

_____
Notary Public-Signature

APPROVED AS TO FORM:

BY:_____
Atlas & Hall, LLP

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

COUNTY OF HIDALGO:

_____
Juan D. Salinas, III, County Judge

AI-10668 **14.G.1.**

"Leveling and Roof Repairs to McAllen and Progreso Clinics"
CC REGULAR

Date: 08/19/2008
Submitted By: Oscar Garza, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** WIC

Information

CAPTION

A.Presentation for discussion, consideration and action to rescind award of bid and/or contract previously approved by Commissioners Court meeting on 07/08/08 for RFB project #2008-118-05-28-OGG "Leveling of Structures and roof repairs to McAllen and Progreso WIC Clinic building" for vendors inability to acquire and provide required insurances.

B. Requesting award of bid and approval of service contract (approved as to form by legal counsel) to the next lowest responsible bidder meeting all specifications and/or requirements CAS Companies for proposed project #2008-118-05-28-OGG "Leveling of Structures and roof repairs to McAllen and Progreso WIC Clinic building" in an amount not to exceed $29,720.00 to include all labor, materials to inlcude but not limited to any other appurtenances to complete this project.

BACKGROUND

Approval of this request will allow us to expend grant funds before the end of September which the deadline for use of these funds.

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1292-441-00-350-001-8-431
FUNDS AVAILABLE Y/N?: Yes **MATCHING FUNDS Y/N?:** No

BUDGETARY IMPACT:

Fund balance is in the amount of $38,303.30 for proposed project.

Attachments

Link: 08-118

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	08/14/2008 05:33 PM	APRV
2	Budget & Management	Veronica Lopez	08/15/2008 07:39 AM	APRV
3	Damaris San Miguel	Dina Trevino	08/15/2008 02:57 PM	APRV
4	Auditor's Office		08/15/2008 05:32 PM	NEW

Form Started By: Oscar Garza

Started On: 08/14/2008 04:38 PM

Final Approval Date: 08/15/2008

From: Mague Gonzalez [mague.gonzalez@wic.co.hidalgo.tx.us]
Sent: Thursday, August 14, 2008 12:12 PM
To: oscarg.garza@co.hidalgo.tx.us
Cc: norma.longoria@wic.co.hidalgo.tx.us
Subject: Roof Repair
Oscar, spoke to Bobby Jones and he stated that they were not going to submit another letter they were only to email this memo on ref. to award the bid to Clean Air Solutions. Was okay'd by Ellen Larkin, State Monitor for D.S.H.S. to email the memo.

Margarita Gonzalez, Admin.Technician II
Hidalgo County WIC Program
3105 W. University Drive
Edinburg, Texas 78539
(956)381-4646
(956)381-0017 Fax

-----Original Message-----
From: "Jones, Bobby" <Bobby.Jones@dshs.state.tx.us>
Sent 8/14/2008 9:50:12 AM
To: Mague.Gonzalez@wic.co.hidalgo.tx.us
Cc: "Larkin, Ellen" <Ellen.Larkin@dshs.state.tx.us>, "Relph, Kim" <Kim.Relph@dshs.state.tx.us>, "Jasso, Benny" <Benny.Jasso@dshs.state.tx.us>
Subject: Roof Repair

Hi, Margarita
The Hidalgo County Health & Human Services Dept. has SA approval to contract with (CAS) Clean Air Solutions for roof repair at the McAllen WIC clinic and the Progeso WIC clinic due to water leaks caused by Hurricane Dolly.

Bobby Jones
Contract Development and Support Branch
Performance Management Unit
Phone:512-458-7111 ext. 3285
Fax: 512-458-7521

Oscar Garza

From: Oscar Garza [oscarg.garza@co.hidalgo.tx.us]
Sent: Thursday, July 31, 2008 4:07 PM
To: Norma Longoria (norma.longoria@wic.co.hidalgo.tx.us)
Cc: 'Mague Gonzalez'; 'Darlene Betancourt'; 'Ramon Vela'; Martha Salazar (martha.salazar@co.hidalgo.tx.us)
Subject: FW: Workers Comp Insurance



Bid Tab
)5-28-08.pdf (50 KB

Norma, I am forwarding the outcome from the proposed contractor Adelco Enterprises, Inc., that was to do the construction for project #2008-118-05-28-OGG. As you can see I was on hold due to him providing us the Workers Compensation and has now confirmed he can't. I am sending you this along with a copy of the bids we received so that you can get approval from State to the next bidder which will be Clean Air Solutions in the amount of $29,720.00. As soon as you have an approval, please let me know.

Oscar Garza, Procurement Specialist
2802 So Bus. Hwy 281
Postal Maining Address
2812 So. Bus 281 & Corner of Canton Rd.
Edinburg, TX 78539
Phone: 956-318-2626 Ext. 4857
Fax: 956-292-7612
oscarg.garza@co.hidalgo.tx.us

-----Original Message-----
From: pitayasur@aol.com [mailto:pitayasur@aol.com]
Sent: Thursday, July 31, 2008 8:54 AM
To: oscarg.garza@co.hidalgo.tx.us
Cc: txspiritins1@sbcglobal.net
Subject: Workers Comp Insurance

Mr. Garza,
I regret to inform you that I am going to have to pass on this project due to financial constraints.

I had previously been informed by Texas Mutual that premiums had been set at a certain rate based on codes, etc., only to find out yesterday that the rate had been significantly increased, making it cost-prohibitive for my company to pursue a contract with Hidalgo County.

I deeply apologize for any inconvenience this may have caused and I certainly hope that we can still do business in the future. Thank you for all your efforts.

Adolfo Vela

****
See what's new at http://www.aol.com

EXHIBIT "B"

BID PAGE

HIDALGO COUNTY-BUILDINGS & GROUNDS
"LEVELING AND ROOF REPAIRS FOR MCALLEN AND PROGRESO WIC CLINICS"
RFB NO.: 2008-118-05-28-OGG

SCOPE OF WORK DESCRIPTION:

Construction consists of renovations and/or repairs to WIC Clinics located at 300 E. Hackberry McAllen, Tx and 5 miles So. Bus. Hwy 83 in Progreso, TX. as described in Exhibit "A" to include but not limited to labor, materials, equipment and any other appurtenances as may be needed to comply with ADA requirements and for the purpose of leveling and flooring and roof repairs as needed to complete project.

BID PRICE: $ 29,720.00

BIDDER/COMPANY NAME: CAS Companies

ADDRESS: 111 Brand Ln Suite 400 Stafford, TX. 77477

CITY/STATE/ZIP CODE: Stafford, TX. 77477

PHONE & FAX NO.'S: 281-499-4747 281-499-6655

CELLULAR & BEEPER NO.'S: 361-774-5889 (Allan Moore)

AUTHORIZED SIGNATURE: Bill Bowlin

PRINTED NAME: Bill Bowlin

TITLE: Manager

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION SHEET

DEPARTMENT NAME: HIDALGO COUNTY – WIC NUTRITION PROGRAM

BID OPENING DATE: MAY 28,2008 | BID OPENING TIME: 9:30 A.M.

DESCRIPTION OF BID: "LEVELING AND ROOF REPAIRS FOR MCALLEN AND PROGRESO WIC CLINICS"

BID NO: 2008-118-05-28-OGG | PROCURMENT SPECIALIST: OSCAR GARZA

BID # RFB#	NAME OF COMPANY	~~UNIT $/ PRICE~~ Addendum	TOTAL PRICE	BID BOND OR CHECK INCLUDE
#1	CAS COMPANY Stafford TEXAS	Received	$ 29,720.00 =	
#2	Adelco Enterprisss Mcallen Tx.	Received	$ 24,375.00 =	
#3				
#4				
#5				
#6				
#7				
#8				
#9				

AI-10607 **14.H.1.**

Electrical Materials and Supplies for Buildings and Grounds
CC REGULAR

Date: 08/19/2008
Submitted By: Sandra Montalvo, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Buildings & Grounds

Information

CAPTION

Recommending award of bid and approval of contract to the bidder meeting all specifications and/or terms and conditions for the RFB No.: 2008-056-06-25-SMA -Hidalgo County Buildings and Grounds- "Electrical Materials and Supplies".

BACKGROUND

Contract document was reviewed and approved as to form by legal counsel.

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1100-419-40-220-001-0-671
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Available balance is $27,723.53 as of 8/14/08.

Attachments

Link: backup to award bid & contract

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	08/14/2008 12:09 PM	APRV
2	Budget & Management	Veronica Lopez	08/14/2008 01:03 PM	APRV
3	Dale Kennan	Dale Kennan	08/14/2008 02:07 PM	APRV
4	Auditor's Office	Linda Fong	08/14/2008 02:51 PM	APRV
5	Court Administrator	Angela Garcia	08/14/2008 04:50 PM	APRV

Form Started By: Sandra Montalvo Started On: 08/13/2008 02:41 PM

Final Approval Date: 08/14/2008

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG
SPECIFICATIONS/BID PACKETS
IBF-RFP-RFQ-RFI

BID OPENING DATE: JUNE 25, 2008 **BID OPENING TIME:** 9:30 A.M.

DEPARTMENT/BID DESCRIPTION: Hidalgo County Buildings and Grounds-"Electrical Materials and Supplies"

BID NO: 2008-055-06-25-SMA

NAME OF BIDDER: COMPANY/FIRM	BID REQUEST VIA*	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	PHYSICAL ADDRESS CITY-STATE-ZIP PHONE & FAX NO.s
1.) Border States a/k/a Bush Supply Attn: Alfonso Cerda	BLM/EM	Sandra Montalvo	06/10/08	1924 W. TRENTON EDINBURG, TX 78539 956-618-2874 (O) 956-535-2240 (CELL) ACERDA@BORDER-STATES.COM
2.) Dealers Electrical Supply Attn: Alfonso Gonzalez	BLM/EM	Sandra Montalvo	06/10/08	1401 E. UPAS AVE. MCALLEN, TX 78501-5546 956-630-2233 (O) 956-630-3840 (F) AGONZA@DEALERSELECTRICAL.COM
3.) BM Distributors Attn: Antonio Munoz	TR/EM	Sandra Montalvo	06/10/08	7200 N. 30th STREET MCALLEN, TX 78505-4939 956-971-8708 (O) ATM3354@SBCGLOBAL.NET
4.) CED Attn: Isidro Lira or Clemente	BLM/EM	Sandra Montalvo	06/10/08	4725 TOWERWOOD DR., SUITE A BROWNSVILLE, TX 78521 956-828-2080 (O) CELISERIO@CED0938.COM OR ILIRA@CED0938.COM
5.) VALMAC Attn: Ramon Garza	BLM/EM	Sandra Montalvo	06/10/08	2904 N. HIBISCUS ST. PHARR, TX 78577 956-702-3530 RGARZA@CEDVALMAC.COM
6.) CENTRAL PLUMBING & ELECTRIC Attn: Mando Luna	BLM VIA EXPRESS	Sandra Montalvo	06/10/08	706 W. FERGUSON ST. PHARR, TX 78577 956-782-0080 (O)

***VIA:**
IN PERSON (IP)
TELEPHONE REQUEST (TR)
BIDDER LIST MAIL OUT (BLM)
E-MAIL (EM)

PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM

TO: Daniel Flores, Director
Hidalgo County Buildings and Grounds

Attn: Javier Carreon
Hidalgo County Buildings and Grounds, Foreman

FROM: Sandra Montalvo, Buyer
Hidalgo County Purchasing Department

DATE: July 3, 2008

RE: **Bid Award Recommendation Request**
Bid No. 2008-055-06-25-SMA -HIDALGO COUNTY BUILDINGS AND GROUNDS-" ELECTRICAL MATERIALS AND SUPPLIES"

We have received two (2) responses to the above referenced project. Please review and reply with your recommendation. We need to present your recommendation on the next Commissioner's Court Meeting; therefore, we would like to have your response on or before the following deadline.

Please indicate your recommendation or any concerns on the space provided below and reply to the Purchasing Dept. **via fax to (956)-318-2629 or (956) 292-7612 by no later than Wednesday, July 9, 2008 @ 12:00 P.M. in order to place this item on the agenda for next Commissioners Court Meeting, Tuesday, July 22, 2008.**

If you should have any questions or need additional information please contact me at (956) 318-2626 x=4865

AWARD TO VENDOR(S):	RECOMMENDATION (BASIS)
Border States Electric	Complete Package

Authorized Signature — Daniel Flores — Printed Name — 7/10/08 — Date

2812 So. Bus. Hwy 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION ACCEPTANCE SHEET

DEPARTMENT NAME: Hidalgo County Buildings and Grounds-

BID OPENING DATE: JUNE 25, 2008	**OPENING TIME: 9:30 A.M.**

DESCRIPTION OF BID: "ELECTRICAL MATERIALS AND SUPPLIES"

BID NO: 2008-055-06-25-SMA

	NAME OF COMPANY	ACKNOWLEDGEMENT RECEIPT
1.	CENTRAL PLUMBING & ELECTRIC SUPPLY CO.(incomplete response)	√
2.	BORDER STATES ELECTRIC	√
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

REQUIREMENTS AGREEMENT
C-08-055-00-00

THIS AGREEMENT (the "Agreement") is entered into effective as of _____ 2008and between Border States Industries, Inc. a North Dakota Company (Seller") and **Hidalgo County** ("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements of " **Electrical Materials and Supplies**", as further described in Exhibit "A" which is attached hereto and incorporated herein by reference for all purposes (the "Products") for a period of **one (1) year**; and

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

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

NOW THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good an valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase from Seller, and Seller agrees to sell to Buyer, all of the Products that Buyer may require for use by Buyer in Buildings and Grounds projects for a period of one (1) year from the effective date of **September 13, 2008** to **September 13, 2009**, and may be extended with the County's discretion for an additional year 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, it will, according to its Purchasing Policies, complete and submit to Seller a Purchase Order describing the type and quantity of the Products required.

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

4. General Provisions.

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

such conflict exists.

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

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

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

Border States Electric
Attention: Mr. Alfonso Cerda
1924 W. Trenton Rd.
Edinburg, Texas 78539

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

f. **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

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

h. **Assignment.** This Agreement shall not be assignable.

i. **Headings.** The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect themeaning 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, resolutionsor 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 ninety (90) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. § 271.903 (Vernon Supp. 1996).

m. This Agreement may be terminated by either party without cause upon thirty(30) days written notice.

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.

HIDALGO COUNTY

By:_____
JD Salinas, III, County Judge

ATTEST:

_____
Arturo Guajardo, County Clerk

Border States Electric

By:_____

Printed Name:_____
Title:_____

Approved on Commissioners' Court_____

APPROVED AS TO FORM:

Atlas & Hall, L.L.P.

By:_____

EXHIBIT "A"
REQUIREMENTS

EXHIBIT "A"

HIDALGO COUNTY - BUILDING AND GROUNDS
"Electrical Materials and Supplies"
Bid No.: 2008-055-06-25-SMA

SPECIFICATIONS, REQUIREMENTS AND OTHER TERMS & CONDITIONS

Scope of Services:
The requirements parts contract will encompass all services project-related Electrical materials and supplies to the Hidalgo County including, but not limited to, the following:

REQUIREMENTS:

1. All parts will be on an "As-Needed Basis Only" There is no guaranteed annual volume.

2. Vendor will provide original equipment manufacturer (OEM) parts as requested.

3. Vendor must stock the necessary parts and supplies, or be able to provide said items within 24 hours.

5. All products furnished under this RFB shall be warranted by the vendor to be free from defects and fit for the intended use.

6. The awarded vendor shall observe and obey all laws, ordinances, rules and regulations of the Federal, State and local government which may be applicable to the supply of these products.

7. Vendor (s) will provide and maintain all the required Insurance and/or Bonds as described and listed in: **Insurance Requirements: See Exhibit "C" attached hereto.**

TERMS & CONDITIONS:

1. Term of contract is for one (1) year period with County's option to extend the contract for an additional year under the same terms and conditions.

2. County will seek the purchase of materials from state awarded vendors and under cooperative purchasing participation whenever it is in the County's best interest to do so.

3. County reserves the right to continue this agreement for an additional sixty (60) day grace period at the end of the contract term due to an unforeseen delay in the award of a new bid for next contract term.

4. After contract is awarded and successful awarded contractor defaults in meeting the general instructions to bidders(s) and/or in complying with the contract agreement,

Hidalgo County reserves the right to procure the articles from other sources and hold the defaulting contractor responsible for any excess cost occasioned thereby. In such event, Hidalgo County shall charge the successful contractor the difference for any additional cost to the County.

5. Hidalgo County reserves the right to award the bid to MULTIPLE bidders if the County determines it is in it's best interest to do so.

6. Any contract awarded to a successful bidder will be in effect until:
(a) The contract expires
(b) Delivery acceptance of products and/or performance of services ordered, or
(c) Terminated by County with thirty (30) day"s written notice prior to cancellation

7. All cost and expenses associated with the preparation and submission of (bids proposals and/or quotes) shall be the responsibility of the bidder and not reimbursements for such charges or expenses shall be passed onto Hidalgo County.

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 S. Business Hwy. 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE TO (956) 292-7612 OR VIA E-MAIL TO sandra.montalvo@co.hidalgo.tx.us by NO LATER THAN WEDNESDAY, JUNE 18, 2008 @ 5:00 P.M. Responses will be sent to all applicants via facsimile or e-mail by no later than FRIDAY, JUNE 20, 2008 @ 5:00 P.M.

EXHIBIT "A"

SPECIFICATIONS

Electrical Materials and Supplies
Bid No. **2008-055-06-25-SMA**

12/2 w/ground romex wire
romex connectors straight
½' emt conduit
1" emt conduit
1 ½" emt conduit
3" emt conduit
½' PVC conduit
1" pvc conduit
1 ½" pvc conduit
3" pvc conduit
4" pvc conduit
¾" galv. Conduit
2" galv. Conduit

10/2 w/ground romex wire
romex connectors angle
¾" emt conduit
1 ¼ emt conduit
2" emt conduit
4" emt conduit
¾" pvc conduit
1 ¼" pvc conduit
2" pvc conduit
3 ½" pvc conduit
½" galvanize conduit
1" galv. Conduit
1 ½" galv. Conduit

½', ¾", 1", 1 ¼", 1 ½", 2", 3", 4"	EMT CONNECTORS STRAIGHT
½', ¾", 1", 1 ¼", 1 ½", 2", 3", 4"	EMT Angle
½', ¾", 1", 1 ¼", 1 ½", 2", 3", 4"	EMT straps 1 hole
½', ¾", 1", 1 ¼", 1 ½", 2", 3", 4"	PVC straps 1 hole
½', ¾", 1", 1 ¼", 1 ½", 2", 3", 4"	PVC straps 2 hole
½', ¾", 1", 1 ¼", 1 ½", 2", 3", 4"	EMT couplings die case set screw
½', ¾", 1", 1 ¼", 1 ½", 2", 3", 4"	EMT connectors die case set screw
½', ¾", 1", 1 ¼", 1 ½", 2", 3", 4"	EMT couplings steel case set screw
½', ¾", 1", 1 ¼", 1 ½", 2", 3", 4"	EMT connectors steel case set screw
½', ¾", 1", 1 ¼", 1 ½", 2", 3", 4"	EMT couplings compressing tight
½', ¾", 1", 1 ¼", 1 ½", 2", 3", 4"	EMT connectors compressing tight
½', ¾", 1", 1 ¼", 1 ½", 2", 3", 4"	Aluminum LB condulets with cover & gasket
½', ¾", 1", 1 ¼", 1 ½", 2", 3", 4"	Malleable iron condulets with cover & gasket
½', ¾", 1", 1 ¼", 1 ½", 2", 3", 4"	Galvanize condulet with cover & gasket
½', ¾", 1", 1 ¼", 1 ½", 2", 3", 4"	Greenfield flrx connectors-straight
½', ¾", 1", 1 ¼", 1 ½", 2", 3", 4"	Greenfield flrx connectors-angle
½', ¾", 1", 1 ¼", 1 ½", 2", 3", 4"	Sealtight flex connectors-straight
½', ¾", 1", 1 ¼", 1 ½", 2", 3", 4"	Sealtight flex connectors-angle
½', ¾", 1", 1 ¼", 1 ½", 2", 3", 4"	Sealtight
½', ¾", 1", 1 ¼", 1 ½", 2", 3", 4"	Greenfield

EXHIBIT "A"

SPECIFICATIONS

Electrical Materials and Supplies
Bid No. **2008-055-06-25-SMA**

COMPLETE KITS:

¼ anchor bit	¾" anchor bits	½" anchor bit	3/8" anchor bits

20 amp toggles switches — 20 amp duplex receptacles
15 amp toggles switches — 15 amp duplex receptacles
20 amp gfi duplex receptacle — mc cable 12/2, 12/3, 10/2, 10, 3 w/ Ground
20, 30, 40, 50, 60 amp 1 pole breakers snap on & bolt on
20, 30, 40, 50, 60 amp 2 pole breakers snap on & bolt on
20, 30, 40, 50, 60 amp 3 pole breakers snap on & bolt on
500 mcm thhn wire — #10 thhn wire stranded
350 mcm thhn wire — #12 thhn wire stranded and solid
300 mcm thhn wire — #8 thhn wire stranded and solid
250 mcm thhn wire — #6 thhn wire stranded and solid
#2 mcm thhn wire — #4 thhn wire stranded and solid
#3 mcm thhn wire — #1 thhn wire stranded and solid
120 volt photocells — galvanize spray
100 watt light bulbs — 2'x4' lamp lens
100 watt lamps — 2'x2' lamp lens
¼" plastic anchor kit — 8", 10", 12" cable ties
Plaster rings — extension rings
Weatherproof covers 1 & 2 gang — 4 sq. boxes EMT, PVC & cast iron
240v 1 phase load center 30 circuit — 120v 1 phase load center 42 circuit
Toggle switch plates — receptacle plates 1 gang
Toggle 2 gang plates — receptacle plates 2 gang
Lo Amp 3 way switches
150 Watt/175Watt/150 Watt High Base Bulbs
4x4 Industrial Covers
4x4 Industrial Quad outlet covers
4x4 Industrial Single Pole switch
4x4 Industrial 2 Pole switch
4x4 Industrial 1 Device Cover
20 AMP-Twist Lock Outlets; 30 AMP-Twist Lock Outlet
20 AMP-Male Adapters (for Outlet)
20 AMP- Female Adapters

EXHIBIT "B"
FEE SCHEDULE

EXHIBIT "B"

BID FORM

Hidalgo County Electrical Materials and Supplies
Bid No. 2008-055-06-25-SMA

DESCRIPTION	PRICE
12/2 w/ground romex wire	328.76 m
10/2 w/ground romex wire	516.58m
romex connectors straight	.30 ea
romex connectors angle	NA
½' emt conduit	27.99 c (1)
¾" emt conduit	53.24c (1)
1" emt conduit	88.75c (1)
1 ¼ emt conduit	134.67c (1)
1 ½" emt conduit	166.00c (1)
2" emt conduit	202.90c (1)
3" emt conduit	421.94c (1)
4" emt conduit	631.61c (1)
½' PVC conduit	14.92c (1)
¾" pvc conduit	18.72c (1)
1" pvc conduit	27.41c (1)
1 ¼" pvc conduit	37.71c (1)
1 ½" pvc conduit	46.43c (1)
2" pvc conduit	58.91c (1)
3" pvc conduit	114.94c (1)
3 ½" pvc conduit	157.29c (1)
4" pvc conduit	160.60c (1)
½" galvanize conduit	167.29c (1)
¾" galv. Conduit	183.56c (1)
1" galv. Conduit	264.17c (1)
2" galv. Conduit	529.01c (1)
1 ½" galv. Conduit	430.80c (1)

"Die Cast Set Screw"

EMT Connectors-straight	
Size	Price
½"	27.22c
¾"	43.49c
1"	84.51c
1 ¼"	154.70c
1 ½"	206.54c
2"	256.88c
3"	747.90c
4"	1162.23c

EMT Connectors- angle	
Size	Price
½"	NA
¾"	NA
1"	NA
1 ¼"	NA
1 ½"	NA
2"	NA
3"	NA
4"	NA

EMT STRAPS-1 HOLE	
Size	Price
½"	7.12c
¾"	11.71c
1"	16.03c
1 ¼"	23.26c
1 ½"	39.29c
2"	47.24c
3"	NA
4"	NA

EMT STAPS-2 HOLE	
Size	Price
½"	6.78c
¾"	8.22c
1"	14.61c
1 ¼"	23.72c
1 ½"	25.30c
2"	34.84c
3"	78.59c
4"	102.68c

PVC STRAPS – 1 HOLE	
Size	Price
½"	NA
¾"	NA
1"	NA
1 ¼"	NA
1 ½"	NA
2"	NA
3"	NA
4"	NA

PVC STRAPS –2 HOLE	
Size	Price
½"	15.48c
¾"	18.62c
1"	32.76c
1 ¼"	38.85c
1 ½"	39.88c
2"	49.69c
3"	NA
4"	NA

Emt Coupling Die Case Set Screw	
Size	Price
½"	29.75c
¾"	47.88c
1"	87.18c
1 ¼"	155.33c
1 ½"	214.78c
2"	274.67c
3"	617.85c
4"	842.33c

Emt-Couplings Steel Case Set Screw	
Size	Price
½"	20.04c
¾"	30.15c
1"	48.46c
1 ¼"	108.28c
1 ½"	170.65c
2"	218.26c
3"	524.79c
4"	768.95c

Emt Connectors Steel Case Set Screw	
Size	Price
½"	18.07c
¾"	29.19c
1"	65.20c
1 ¼"	102.61c
1 ½"	145.60c
2"	211.35c
3"	731.68c
4"	1050.76c

"Steel"

Emt Couplings Compressing Tight	
Size	Price
½"	41.24c
¾"	51.47c
1"	91.87c
1 ¼"	164.47c
1 ½"	229.34c
2"	303.64c
3"	1357.74c
4"	2263.41c

"Steel"

Emt Connectors Compressing Tight	
Size	Price
½"	33.63c
¾"	40.76c
1"	82.84c
1 ¼"	138.15c
1 ½"	230.26c
2"	319.68c
3"	1279.03c
4"	1836.85c

"Same As"

Galvanized Condulets W/Cover & Gaskets	
Size	Price
½"	14.55ea
¾"	17.15ea
1"	25.06ea
1 ¼"	36.87ea
1 ½"	44.87ea
2"	73.34ea
3"	177.58ea
4"	NA

Malleable Iron Condulets W/Cover & Gasket	
Size	Price
½"	
¾"	
1"	
1 ¼"	
1 ½"	
2"	
3"	
4"	

Greenfield flrx connectors-angle	
Size	Price
½"	109.16c
¾"	209.58c
1"	817.22c
1 ¼"	1084.07c
1 ½"	3034.72c
2"	3011.98c
3"	NA
4"	NA

Greenfield flrx connectors straight	
Size	Price
½"	70.88c
¾"	142.54c
1"	311.10c
1 ¼"	688.78c
1 ½"	958.21c
2"	1354.20c
3"	NA
4"	NA

Greenfield	
Size	Price
½"	37.16c
¾"	50.22c
1"	98.42c
1 ¼"	120.69c
1 ½"	200.86c
2"	250.30c
3"	NA
4"	NA

Sealtight flex connectors straight	
Size	Price
½"	160.34c
¾"	228.97c
1"	335.30c
1 ¼"	574.77c
1 ½"	820.00c
2"	2091.65c
3"	8665c
4"	10,142c

Sealtight flex connectors angle	
Size	Price
½"	247.95c
¾"	378.53c
1"	335.30c
1 ¼"	1179.80c
1 ½"	1432.43c
2"	2091.65c
3"	11,355c
4"	13,814c

Sealtight	
Size	Price
½"	50.34c
¾"	63.45c
1"	97.04c
1 ¼"	141.37c
1 ½"	263.28c
2"	313.78c
3"	NA
4"	NA

Aluminum Lb Condulet W/ Cover & Gasket	
Size	Price
½"	6.94ea
¾"	8.47ea
1"	8.53ea
1 ¼"	19.17ea
1 ½"	19.11ea
2"	23.48ea
3"	74.12ea
4"	151.00ea

DESCRIPTION	PRICE
¼ anchor bits-complete kits	~~10.30ea~~ NA
3/8" anchor bits- complete kits	NA
½" anchor bits-complete kits	NA
¾" anchor bits-complete kits	NA
20 amp toggle switches	2.25ea
20 amp duplex receptacle	1.27ea
15 amp duplex switch	.64ea
15 amp duplex receptacle	.47ea
20 amp gfi duplex receptacle	11.88ea
MC cable 12/2, 12/3, 10/2, 10/3 with ground	*496.44m
20 amp 1 pole breakers snap on & bolt on	7.81ea - 19.89ea
30 amp 1 pole breakers snap on & bolt on	" "
40 amp 1 pole breakers snap on & bolt on	" "
50 amp 1 pole breakers snap on & bolt on	" "
60 amp 1 pole breakers snap on & bolt on	" "
20 amp 2 pole breakers snap on & bolt on	17.24ea - 44.28ea
30 amp 2 pole breakers snap on & bolt on	" "
40 amp 2 pole breakers snap on & bolt on	" "
50 amp 2 pole breakers snap on & bolt on	" "
60 amp 2 pole breakers snap on & bolt on	" "
20 amp 3 pole breakers snap on & bolt on	110.57ea - 146.34
30 amp 3 pole breakers snap on & bolt on	" "
40 amp 3 pole breakers snap on & bolt on	" "
50 amp 3 pole breakers snap on & bolt on	" "
60 amp 3 pole breakers snap on & bolt on	" "
500 mcm thhn wire	8.62ft (1)
#10 thhn wire stranded	.19ft (1)
350 mcm thhn wire	6.02ft (1)
#12 thhn wire stranded and solid	.12ft (1)
300 thhn wire stranded and solid	5.20ft (1)
#8 thhn wire stranded and solid	.31ft (1)
#6 thhn wire stranded and solid	.48ft (1)
#2 thhn wire stranded and solid	1.20ft (1)

Note (1)
Price on wire and pipe subject to change without any notice due to Unpredictable market

#4 thhn wire stranded and solid	.76ft (1)
#3 thhn wire stranded and solid	.95ft (1)
#1 thhn wire stranded and solid	1.51ft (1)
120 volt photocells	7.97ea
Galvanize spray	AC 9.28ea - a
100 watt light bulbs	.39ea
2x4 lamp lens	12.51ea
2x4 lamps	48.51ea
2x2 lamps	51.44ea
¼ plastic anchor kits	10.30ea
8" cable ties	.04ea
10" cable ties	.06ea
12" cable ties	.12ea
Plastic rings	NA ?
Extension rings	NA ?
Weatherproof covers 1 gang	NA ?
Weatherproof covers 2 gang	NA ?
EMT 4 sq. boxes PVC	.66ea
EMT 4 sq. boxes Cast Iron	NA
240v 1 phase load center 30 circuit	157.53ea
120v 1 phase load center 42 circuit	277.87ea
Toggle switch plates	.22ea
Receptacle plates 1 gang	.22ea
Receptacle plates 2 gang	.46ea
Lo Amp 3 way switches	3.05ea
150 Watt/175Watt/150 Watt High Base Bulbs	NA ?
4x4 Industrial Covers	NA ?
4x4 Industrial Quad outlet covers	NA ?
4x4 Industrial Single Pole switch	1.36ea
4x4 Industrial 2 Pole switch	1.59ea
4x4 Industrial 1 Device Cover	1.42ea
20 AMP-Twist Lock Outlets; 30 AMP-Twist Lock Outlet (250v)	15.07ea — 23.09ea
20 AMP-Male Adapters (for Outlet)	11.82ea — 18.49ea

1.) Delivery of parts & supplies is to be F.O.B. destination (Hidalgo County). Please provide an explanation of the delivery procedures involved for those items which cannot be provided within the 24-hour requirement.

If its a stock item we will transfer it from one of our local branches.

2.) Describe the shipping procedure during an Emergency Situation where the item(s) must be Rush-shipped to ensure arrival within 24-hour requirement and the shipping costs that would apply.

We have to get the customers order before noon in order for us to place the order with our vendor for next day air delivery. Any shipping cost will be applied to customers invoice.

WARRANTY:

One Year on Factory Defects.

BIDDER / COMPANY NAME: Border State Electric

ADDRESS: 1924 W. Trenton Rd.

CITY: Edinburg STATE: TX ZIP CODE: 78539

PHONE NUMBER: 956-618-2874 FAX NO: 956-668-1971

AUTHORIZED SIGNATURE: Alfonso Cerda

PRINTED NAME: Alfonso Cerda

TITLE: Account Manager DATE: 6-24-08

EXHIBIT "C"
INSURANCE

MARSH

CERTIFICATE OF INSURANCE

CERTIFICATE NUMBER
CHI-001923616-01

PRODUCER

Marsh USA Inc.
600 Renaissance Center
Suite 2100
Detroit, MI 48243
Attn: EDIC Team F: 313-393-6505

06297 -00119--08

INSURED

BORDER STATES INDUSTRIES, INC.
PO BOX 2767
FARGO, ND 58108

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER OTHER THAN THOSE PROVIDED IN THE POLICY. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES DESCRIBED HEREIN.

COMPANIES AFFORDING COVERAGE

COMPANY **A** Zurich American Insurance Co

COMPANY **B** N/A

COMPANY **C** N/A

COMPANY **D** N/A

COVERAGES This certificate supersedes and replaces any previously issued certificate for the policy period noted below. 1

THIS IS TO CERTIFY THAT POLICIES OF INSURANCE DESCRIBED HEREIN HAVE BEEN ISSUED TO THE INSURED NAMED HEREIN FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THE CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, CONDITIONS AND EXCLUSIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY**	GLO2866124-07	01/01/08	01/01/09	GENERAL AGGREGATE	$ 2,000,000
	[X] COMMERCIAL GENERAL LIABILITY				PRODUCTS - COMP/OP AGG	$ 2,000,000
	[ ] CLAIMS MADE [X] OCCUR				PERSONAL & ADV INJURY	$ 1,000,000
	[ ] OWNER'S & CONTRACTOR'S PROT				EACH OCCURRENCE	$ 1,000,000
	[ ] _____				FIRE DAMAGE (Any one fire)	$ 500,000
					MED EXP (Any one person)	$ 5,000
A	**AUTOMOBILE LIABILITY**	BAP2866125-07	01/01/08	01/01/09	COMBINED SINGLE LIMIT	$ 1,000,000
	[X] ANY AUTO				BODILY INJURY (Per person)	$
	[X] ALL OWNED AUTOS				BODILY INJURY (Per accident)	$
	[ ] SCHEDULED AUTOS				PROPERTY DAMAGE	$
	[X] HIRED AUTOS					
	[ ] NON-OWNED AUTOS					
	[ ] _____					
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
	[ ] ANY AUTO				OTHER THAN AUTO ONLY:	
	[ ] _____				EACH ACCIDENT	$
					AGGREGATE	$
	EXCESS LIABILITY				EACH OCCURRENCE	$
	[ ] UMBRELLA FORM				AGGREGATE	$
	[ ] OTHER THAN UMBRELLA FORM					$
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY**	WC2866123-07	01/01/08	01/01/09	[X] WC STATU-TORY LIMITS [ ] OTH-ER	
	THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE: [ ] INCL [ ] EXCL				EL EACH ACCIDENT	$ 1,000,000
					EL DISEASE-POLICY LIMIT	$ 1,000,000
					EL DISEASE-EACH EMPLOYEE	$ 1,000,000
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

WORKERS' COMPENSATION DOES NOT APPLY TO THE MONOPOLISTIC STATES (ND, OH, WA, WV, AND WY), PUERTO RICO, OR THE VIRGIN ISLANDS. CERTIFICATE HOLDER IS ADDITIONAL INSURED ON GENERAL LIABILITY AS RESPECTS LIABILITY ARISING OUT OF THE OPERATIONS OF THE INSURED. A WAIVER OF SUBROGATION APPLIES FOR GENERAL LIABILITY AND WORKER'S COMPENSATION IN FAVOR OF THE CERTIFICATE HOLDER.

CERTIFICATE HOLDER

HIDALGO COUNTY
2802 S Closner Blvd
Edinburg, TX

CANCELLATION

SHOULD ANY OF THE POLICIES DESCRIBED HEREIN BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE INSURER AFFORDING COVERAGE WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED HEREIN, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER AFFORDING COVERAGE, ITS AGENTS OR REPRESENTATIVES, OR THE ISSUER OF THIS CERTIFICATE.

AUTHORIZED REPRESENTATIVE
of Marsh USA Inc.
BY: John C Hurley



MM1(3/02)

VALID AS OF: 08/06/08

AI-10616 **14.H.2.**

275th & 370th District Courts ADA Upgrade due to water damage
CC REGULAR

Date: 08/26/2008
Submitted By: Oscar Garza, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Buildings & Grounds

Information

CAPTION

Presentation for discussion, consideration and approval to award proposal received (through Hidalgo County's membership/participation with state, cooperative purchasing programs or interlocal awarded jobs or construction services vendors) from Clean Air Solutions (the portion of included as part of the original proposal awarded but awaiting approval to proceed from insurance adjuster) for the provision of labor, materials and related accessories, to include but not limited to the ADA upgrade to the 275th and 370th District Courts as a result of the water damage event in an amount not to exceed $51,706.95 under project #2008-329.

BACKGROUND

The estimate sets guidelines for accessibility to places of public accommodation and commercial facilities by individuals with disabilities. These guidelines are to be applied during the design, construction, and alteration of such buildings and facilities to the extent required by regulations issued by federal agencies, including the department of justice, under the Americans with Disabilities Act of 1990 and the Texas Accessibility Standards (TAS). Approval for proposed ADA upgrade has been approved by insurance as per copy provided from the Safety Division director, Mr. Roy Quintanilha.

Fiscal Impact

FISCAL YEAR: **ACCT. #:** 8-1328-419-40-220-020-0-431
FUNDS AVAILABLE Y/N?: Partial **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Available balance is $14,810.33 as of 8/14/08.

FISCAL YEAR: **ACCT. #:** 8-1336-412-00-220-010-0-431
FUNDS AVAILABLE Y/N?: Pending **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Funding is pending transfer AI-10650 in the amount of $52,040.17.

Attachments

Link: 08-329

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	08/14/2008 01:55 PM	APRV
2	Budget & Management	Veronica Lopez	08/14/2008 02:41 PM	APRV
3	Dale Kennan	Dale Kennan	08/14/2008 04:06 PM	APRV
4	Auditor's Office		08/15/2008 05:32 PM	NEW

Form Started By: Oscar Garza Started On: 08/13/2008 03:40 PM

Final Approval Date: 08/15/2008

CAS Companies

June 13, 2008

Re: Hidalgo County Court House ADA Upgrade Authorization Request

To Whom It May Concern:

CAS Companies is requesting authorization to proceed with the renovations for ADA upgrades to the 370th & 275 District Court Rooms and associated areas. These upgrades are a result of the water damage from the broken chiller pipe. The State of Texas requires ADA upgrades whenever repairs are necessary in a specific area. This action has been brought to the attention of your insurance adjuster, Mr. Dennis Nickoloff with CJW Associates. CAS Companies has presented your adjuster with a cost of repair for these upgrades. He has reviewed our estimate and presented it for approval to the insurance company for approval of payment. According to Mr. Nickoloff the estimate has been approved by your insurance carrier.

Please advise us as soon as possible for the authorization to proceed with the repairs to the 370th and 275th judge's chamber restrooms so we can complete these very important repairs for you in a timely manner.

Thank you for the opportunity to work with you on this very important renovation project. If you have any questions or concerns feel free to give me a call or email.

Sincerely,

Allan R. Moore
CAS Companies
amoore@calsp.com
361-774-5889 cell
210-579-7272 efax

1708 Santa Ana Avenue
Rancho Viejo, Texas 78575
Phone: 888.599.4747
Fax: 956.350.2420

111 Brand Lane Suite 400
Stafford, Texas 77477
Phone: 281.499.4747
Fax: 281.499.6655

Building	RCV	DEP	ACV
A/C duct repair estimate	$ 12,647.28	$ 4,426.55	$ 8,220.73
A/C duct Asbestos abatement	$ 24,181.24	0	$ 24,181.24
ADA Compliance estimate	$ 51,706.95	0	$ 51,706.95
Water Extraction	$ 89,040.62 (final)	0	$ 89,040.62
Asbestos Remediation	$ 45,968.91 (final)	0	$ 45,968.91
Reconstruction of Building Damage	$248,237.86 (final)	$ 86,883.25	$161,354.61
Contents	$ 61,588.48 (final)	$ 13,593.57	$ 47,994.91
Sub Total	$533,371.34	$104,903.37	$428,467.97
Supplement	$175,302.12	$ 42,714.12	$132,588.00
Revised Total	$708,673.46	$147,617.49	$561,055.97
Less Deductible	$- 25,000.00		$-25,000.00
Final Revised Net	$683,673.46	$147,617.49	$536,055.97

CAS Companies

111 Brand Lane
Suite 400
Stafford, TX. 77477
888.599.4747
www.cleanairsolutionstx.com

Client:	Hidalgo County Court (ADA Upgrades)	Business:	(956) 318-2626x4857
Property:	100 No. Closner Edinburg, TX 78539		
Operator Info:			
Operator:	ALLAN		
Estimator:	Allan So.Tx.	Business:	(361) 774-5889
Business:	1708 Santa Ana Avenue Rancho Viejo, TX 78575		
Reference:		Business:	(888) 599-4747
Company:	CAS Companies		
Business:	111 Brand Lane Suite 400 Stafford, TX 77477		
Type of Estimate:	ADA Renovation		
Date Entered:	5/13/2008	Date Assigned:	3/16/2008
Price List:	TXMC5B8B Restoration/Service/Remodel		
Estimate:	HC-ADA-UP		
File Number:	2008-103ST-06		

RE: **Hidalgo County Court House**
"ADA COMPLIANT UPGRADES"
CAS Quote # 2008-125ST-06

CAS Companies (Clean Air Solutions) is pleased to provide you with this proposal to provide services for ADA Compliant Upgrades to the Hidalgo County Court House as required by the TEXAS ACCESSIBILITY STANDARDS (TAS).

CAS Companies

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HC-ADA-UP

ADA Upgrades

DESCRIPTION	QNTY	UNIT COST	TOTAL

NOTE:

THIS ESTIMATE SETS GUILELINES FOR ACCESSIBILITY TO PLACES OF PUBLIC ACCOMMODATION AND COMMERCIAL FACILITIES BY INDIVIDUALS WITH DISABILITIES. THESE GUILELINES ARE TO BE APPLIED DURING THE DESIGN, CONSTRUCTION, AND ALTERATION OF SUCH BUILDINGS AND FACILITIES TO THE EXTENT REQUIRED BY REGULATIONS ISSUED BY FEDERAL AGENCIES, INCLUDING THE DEPARTMENT OF JUSTICE, UNDER THE AMERICANS WITH DISABILITIES ACT OF 1990 AND THE TEXAS ACCESSIBILITY STANDARDS (TAS).

1st Floor

275th District Court

275th Dist Courtroom **LxWxH 36'0" x 31'0" x 10'0"**

DESCRIPTION	QNTY	UNIT COST	TOTAL
Construct ADA Compliant Access Ramps	1.00 EA @	650.00 =	650.00
ADA compliant access ramps to the Judges Bench and Modify Hand Rail to Witness Stand			
Carpenter - General Framer - per hour	24.00 HR @	50.54 =	1,212.96
Labor to modify bench area, jury pony wall and ADA Ramp hand rail.			
NOTE:			
3 men - 8 hours			
Misc. Oak trim and stain	1.00 LS @	350.00 =	350.00
Oak trim and stain for ADA renovated area's.			
Paneling - Premium grade	64.00 SF @	2.06 =	131.84
Replaced area on wall after removal of built-in cabinet.			
Cabinetry repair - Minimum charge	1.00 EA @	120.00 =	120.00
Repair Judges Bench formica top.			
Custom door to Judge's Bench - ADA Compliant	1.00 EA @	649.43 =	649.43
Judge's bench door must be ADA Compliant and also serve as security for the Judge.			
Stain & finish door slab only (per side)	2.00 EA @	35.88 =	71.76
Cabinetry - lower (base) units - High grade	4.00 LF @	167.06 =	668.24
Countertop - Flat laid plastic laminate	4.00 LF @	32.68 =	130.72
Electrical repair - Minimum charge	1.00 EA @	170.00 =	170.00
Relocate electrical and internet cables			

Judges Chamber

275th Chamber **LxWxH 21'9" x 13'3" x 8'0"**

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Subroom 1: **Entry Offset** **LxWxH 6'0" x 3'6" x 8'0"**
Missing Wall: **1 - 6'0" X 8'0"** **Opens into 275th Chamber** **Goes to Floor/Ceiling**

Subroom 2: **Closet** **LxWxH 3'6" x 1'6" x 8'0"**

DESCRIPTION	QNTY	UNIT COST	TOTAL
Ceramic tile - Minimum charge	1.00 EA @	360.00 =	360.00
Re-work floor tile after re-construction			
5/8" drywall - hung, taped, floated, ready for paint	234.00 SF @	1.17 =	273.78
New restroom wall and closet area.			
Interior door - Detach & reset	1.00 EA @	42.93 =	42.93
Paint door slab only - 2 coats (per side)	2.00 EA @	19.13 =	38.26
Paint door/window trim & jamb - 2 coats (per side)	2.00 EA @	19.47 =	38.94
Seal then paint the walls twice (3 coats)	696.00 SF @	0.85 =	591.60
Finish carpentry - Minimum charge	1.00 EA @	120.00 =	120.00
Reinstall closet shelfing, base and trim as needed.			

275th Restroom **LxWxH 7'8" x 5'4" x 8'0"**

DESCRIPTION	QNTY	UNIT COST	TOTAL
General Laborer - per hour	24.00 HR @	22.48 =	539.52
3 men 1 day to demo drywall and wall framing. .			
Framing repair - Minimum charge	1.00 EA @	250.00 =	250.00
Repair / replace metal stud wall between the restroom and closet area and add framing to extend the restroom.			
5/8" drywall - hung, taped, floated, ready for paint	208.00 SF @	1.17 =	243.36
Batt insulation - 6" - R19	208.00 SF @	0.77 =	160.16
Detach & Reset Interior door - solid fir door w/paint-grade jamb & case	1.00 EA @	42.93 =	42.93
Seal then paint the walls twice (3 coats)	208.00 SF @	0.85 =	176.80
Interior door unit - solid oak - remove & reset	1.00 EA @	85.42 =	85.42
Paint door slab only - 2 coats (per side)	2.00 EA @	19.13 =	38.26
Paint door/window trim & jamb - 2 coats (per side)	2.00 EA @	19.47 =	38.94
Door knob - ADA Compliant	1.00 EA @	154.50 =	154.50
R&R Suspended ceiling system - High grade - 2' x2'	40.89 SF @	2.63 =	107.54
Light fixture - Detach & reset	1.00 EA @	36.61 =	36.61
Bathroom ventilation fan - Detach & reset	1.00 EA @	60.41 =	60.41
Concrete floor sawing	1.00 EA @	450.00 =	450.00
Saw cut thick, reinforced concrete - jack hammer remainder to relocate toilet drain for the new ADA compliant fixtures			
Miscellaneous concrete - Minimum charge	1.00 EA @	175.00 =	175.00
New concrete patch for open area for new toilet drain			
Plumber - per hour	16.00 HR @	65.00 =	1,040.00
2 plumbers - 2 day to relocate supply lines and install new toilet and shower drain			

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CONTINUED - 275th Restroom

DESCRIPTION	QNTY	UNIT COST	TOTAL
Prep floor for new tile	40.89 SF @	0.45 =	18.40
Ceramic tile - High grade	44.98 SF @	12.31 =	553.70
Toilet - ADA Compliant	1.00 EA @	583.00 =	583.00
Toilet seat - Ada Compliant	1.00 EA @	57.90 =	57.90
Sink - ADA Compliant	1.00 EA @	501.00 =	501.00
Wheel chair accessible			
Sink Faucet - ADA Compliant	1.00 EA @	237.30 =	237.30
Handicap grab bar - Stainless steel, 1 1/2" x 36"	1.00 EA @	49.08 =	49.08
Handicap grab bar - Stainless steel, 1 1/2" x 30"	1.00 EA @	44.97 =	44.97
Toilet paper dispenser - single roll	1.00 EA @	24.92 =	24.92
Detach & Reset Light bar - 3 lights - High grade	1.00 EA @	36.61 =	36.61
Detach & Reset Medicine cabinet - High grade	1.00 EA @	26.50 =	26.50

370th District Court

370th Dist Courtroom **LxWxH 36'0" x 31'0" x 10'0"**

DESCRIPTION	QNTY	UNIT COST	TOTAL
Construct ADA Compliant Access Ramps	1.00 EA @	650.00 =	650.00
ADA compliant access ramps to the Judges Bench and Modify Hand Rail to Witness Stand			
Carpenter - General Framer - per hour	24.00 HR @	50.54 =	1,212.96
Labor to modify bench area, jury pony wall and ADA Ramp hand rail			
Misc. Oak trim and stain	1.00 LS @	350.00 =	350.00
Oak trim and stain for ADA renovated area's.			
Paneling - Premium grade	64.00 SF @	2.06 =	131.84
Replaced area on wall after removal of built-in cabinet.			
Countertop - Granite or Marble - Average grade - Repair	1.00 EA @	275.00 =	275.00
Modify and Repair Judges Bench granite top.			
Custom door to Judge's Bench - ADA Compliant	1.00 EA @	649.43 =	649.43
Judge's bench door must be ADA Compliant and also serve as security for the Judge.			
Stain & finish door slab only (per side)	2.00 EA @	35.88 =	71.76
Cabinetry - lower (base) units - Standard grade	4.00 LF @	112.72 =	450.88
Storage and Lawyers pulpit.			
Countertop - Granite or Marble - Average grade	12.00 SF @	76.37 =	916.44
Electrical repair - Minimum charge	1.00 EA @	170.00 =	170.00

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CONTINUED - 370th Dist Courtroom

DESCRIPTION	QNTY	UNIT COST	TOTAL
Relocate electrical and internet cables			

Judges Chamber

370th Chamber **LxWxH 19'6" x 13'0" x 8'0"**

Subroom 1: Entry Offset **LxWxH 6'0" x 5'6" x 8'0"**
Missing Wall: 1 - 6'0" X 8'0" **Opens into 370th Chamber** **Goes to Floor/Ceiling**

Subroom 2: Closet **LxWxH 4'8" x 2'7" x 8'0"**

DESCRIPTION	QNTY	UNIT COST	TOTAL
Ceramic tile - Minimum charge	1.00 EA @	360.00 =	360.00
Re-work floor tile after re-construction			
5/8" drywall - hung, taped, floated, ready for paint	234.00 SF @	1.17 =	273.78
New restroom wall and closet area.			
Interior door - Detach & reset	1.00 EA @	42.93 =	42.93
Paint door slab only - 2 coats (per side)	2.00 EA @	19.13 =	38.26
Paint door/window trim & jamb - 2 coats (per side)	2.00 EA @	19.47 =	38.94
Seal then paint the walls twice (3 coats)	724.00 SF @	0.85 =	615.40
Finish carpentry - Minimum charge	1.00 EA @	120.00 =	120.00
Reinstall closet shelfing, base and trim as needed.			

370th Restroom **LxWxH 8'2" x 6'3" x 8'0"**

Subroom 1: Shower **LxWxH 3'0" x 3'0" x 8'0"**

DESCRIPTION	QNTY	UNIT COST	TOTAL
General Laborer - per hour	36.00 HR @	22.48 =	809.28
3 men 1 1/2 dayd to demo drywall, wall framing, shower unit and raised shower base.			
Framing repair - Minimum charge	1.00 EA @	450.00 =	450.00
Repair / replace metal stud wall between the restroom and closet area and add framing to extend the restroom.			
5/8" drywall - hung, taped, floated, ready for paint	326.67 SF @	1.17 =	382.20
Batt insulation - 6" - R19	326.67 SF @	0.77 =	251.54
Seal then paint the walls twice (3 coats)	326.67 SF @	0.85 =	277.67

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CONTINUED - 370th Restroom

DESCRIPTION	QNTY	UNIT COST	TOTAL
Interior door unit - solid oak - remove & reset	1.00 EA @	85.42 =	85.42
Paint door slab only - 2 coats (per side)	2.00 EA @	19.13 =	38.26
Paint door/window trim & jamb - 2 coats (per side)	2.00 EA @	19.47 =	38.94
Door knob - ADA Compliant	1.00 EA @	154.50 =	154.50
Concrete floor sawing	1.00 EA @	450.00 =	450.00
Saw cut thick, reinforced concrete - jack hammer remainder to relocate toilet and shower drain for the new ADA compliant fixtures			
Miscellaneous concrete - Minimum charge	1.00 EA @	175.00 =	175.00
New concrete patch for open area for new toilet drain			
Plumber - per hour	32.00 HR @	65.00 =	2,080.00
2 plumbers - 1 day to relocate supply lines and install new toilet drain			
Prep floor for new tile	60.04 SF @	0.45 =	27.02
Ceramic tile - High grade	66.05 SF @	12.31 =	813.08
Toilet - ADA Compliant	1.00 EA @	583.00 =	583.00
Toilet seat - ADA Compliant	1.00 EA @	57.90 =	57.90
Sink - ADA Compliant	1.00 EA @	501.00 =	501.00
Wheel chair accessible			
Sink Faucet - ADA Compliant	1.00 EA @	237.30 =	237.30
R&R Suspended ceiling system - High grade - 2' x2'	60.04 SF @	2.63 =	157.91
Light fixture - Detach & reset	1.00 EA @	36.61 =	36.61
Bathroom ventilation fan - Detach & reset	1.00 EA @	60.41 =	60.41
36"x36" ADA Compliant Shower Unit	1.00 EA @	3,201.00 =	3,201.00
ADA Compliant Shower Unit Framing	1.00 EA @	175.00 =	175.00
Handicap grab bar - Stainless steel, 1 1/2" x 36"	1.00 EA @	49.08 =	49.08
Handicap grab bar - Stainless steel, 1 1/2" x 30"	1.00 EA @	44.97 =	44.97
Toilet paper dispenser - single roll	1.00 EA @	24.92 =	24.92
Detach & Reset Light bar - 3 lights - High grade	1.00 EA @	36.61 =	36.61
Detach & Reset Medicine cabinet - High grade	1.00 EA @	26.50 =	26.50

General Conditions

DESCRIPTION	QNTY	UNIT COST	TOTAL
Dumpster load - Approx. 20 yards, 4 tons of debris	1.00 EA @	354.47 =	354.47
Progressive and final clean up	16.00 HR @	22.48 =	359.68

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CONTINUED - General Conditions

DESCRIPTION	QNTY	UNIT COST	TOTAL
2 men - 1 hr each day - 5 days + final cleaning			
Commercial supervision - per hour	10.00 HR @	53.52 =	535.20
2 hours per day for 5 days			

2nd Floor

Court No: 5

5th. Courtroom **LxWxH 39'0" x 27'0" x 11'0"**

DESCRIPTION	QNTY	UNIT COST	TOTAL
Construct ADA Compliant Access Ramps	1.00 EA @	650.00 =	650.00
ADA compliant access ramps to the Judges Bench and Witness Stand			

93rd Dist Court

93rd Courtroom **LxWxH 39'0" x 27'0" x 11'0"**

DESCRIPTION	QNTY	UNIT COST	TOTAL
Construct ADA Compliant Access Ramps	1.00 EA @	650.00 =	650.00
ADA compliant access ramps to the Judges Bench and Witness Stand			

ADA Consulting

DESCRIPTION	QNTY	UNIT COST	TOTAL
ADA Consulting and Desing fees	1.00 EA @	1,600.00 =	1,600.00
16 Hours for consulting and design to ADA Compliant Court Rooms (93rd District Court, County Court of Law No. 5, 370th District Court and Chamber Restroom and the 275th District Court and Chamber Restroom.			

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Code Upgrades

DESCRIPTION	QNTY	UNIT COST	TOTAL
Electrical Code Upgrades as required by City Code	1.00 EA @	9,993.75 =	9,993.75

Electrical wiring in 93rd District Court and County Court of Law No: 5 had to be brought up to code as required by the City of Edinburg.

Grand Total Areas:

7,538.67	SF Walls	5,051.92	SF Ceiling	12,590.59	SF Walls and Ceiling
5,051.92	SF Floor	561.32	SY Flooring	776.33	LF Floor Perimeter
2,220.00	SF Long Wall	1,645.33	SF Short Wall	776.33	LF Ceil. Perimeter
0.00	Floor Area	0.00	Total Area	0.00	Interior Wall Area
0.00	Exterior Wall Area	0.00	Exterior Perimeter of Walls		
0.00	Surface Area	0.00	Number of Squares	0.00	Total Perimeter Length
0.00	Total Ridge Length	0.00	Total Hip Length		

Coverage	Amount	%	Grand Total	%
Dwelling	43,089.13	100.00%	51,706.95	100.00%
Other Structures	0.00	0.00%	0.00	0.00%
Contents	0.00	0.00%	0.00	0.00%
Total	43,089.13	100.00%	51,706.95	100.00%

CAS Companies

111 Brand Lane
Suite 400
Stafford, TX. 77477
888.599.4747
www.cleanairsolutionstx.com

Summary for Dwelling

Line Item Total				43,089.13
Overhead	@	10.0% x	43,089.13	4,308.91
Profit	@	10.0% x	43,089.13	4,308.91
Replacement Cost Value				**$51,706.95**
Net Claim				**$51,706.95**

Allan So.Tx.

CAS Companies
111 Brand Lane
Suite 400
Stafford, TX. 77477
888.599.4747
www.cleanairsolutionstx.com

Recap by Category

O&P Items			Total Dollars	%
ACOUSTICAL TREATMENTS			**244.25**	**0.47%**
Coverage: Dwelling	@	100.00% =	244.25	
CABINETRY			**2,614.28**	**5.06%**
Coverage: Dwelling	@	100.00% =	2,614.28	
CONCRETE & ASPHALT			**1,250.00**	**2.42%**
Coverage: Dwelling	@	100.00% =	1,250.00	
GENERAL DEMOLITION			**375.67**	**0.73%**
Coverage: Dwelling	@	100.00% =	375.67	
DOORS			**1,598.49**	**3.09%**
Coverage: Dwelling	@	100.00% =	1,598.49	
DRYWALL			**1,173.12**	**2.27%**
Coverage: Dwelling	@	100.00% =	1,173.12	
ELECTRICAL			**10,333.75**	**19.99%**
Coverage: Dwelling	@	100.00% =	10,333.75	
PERMITS AND FEES			**1,600.00**	**3.09%**
Coverage: Dwelling	@	100.00% =	1,600.00	
FINISH CARPENTRY / TRIMWORK			**940.00**	**1.82%**
Coverage: Dwelling	@	100.00% =	940.00	
FINISH HARDWARE			**309.00**	**0.60%**
Coverage: Dwelling	@	100.00% =	309.00	
FRAMING & ROUGH CARPENTRY			**5,900.92**	**11.41%**
Coverage: Dwelling	@	100.00% =	5,900.92	
HEAT, VENT & AIR CONDITIONING			**120.82**	**0.23%**
Coverage: Dwelling	@	100.00% =	120.82	
INSULATION			**411.70**	**0.80%**
Coverage: Dwelling	@	100.00% =	411.70	
LABOR ONLY			**2,243.68**	**4.34%**
Coverage: Dwelling	@	100.00% =	2,243.68	
LIGHT FIXTURES			**146.44**	**0.28%**
Coverage: Dwelling	@	100.00% =	146.44	
PLUMBING			**9,079.40**	**17.56%**
Coverage: Dwelling	@	100.00% =	9,079.40	
PANELING & WOOD WALL FINISHES			**263.68**	**0.51%**
Coverage: Dwelling	@	100.00% =	263.68	
PAINTING			**2,113.79**	**4.09%**
Coverage: Dwelling	@	100.00% =	2,113.79	
TOILET & BATH ACCESSORIES			**237.94**	**0.46%**
Coverage: Dwelling	@	100.00% =	237.94	
TILE			**2,132.20**	**4.12%**
Coverage: Dwelling	@	100.00% =	2,132.20	

CAS Companies

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Suite 400
Stafford, TX. 77477
888.599.4747
www.cleanairsolutionstx.com

O&P Items			Total Dollars	%
Subtotal			**43,089.13**	**83.33%**
Overhead	@	10.00%	4,308.91	8.33%
Profit	@	10.00%	4,308.91	8.33%
O&P Items Subtotal			**51,706.95**	**100.00%**

AI-10590 **14.I.1.**

BCAP PCT 2-CERTIFICATE OF COMPLETION-ELDORA/1426 CC REGULAR

Date: 08/19/2008
Submitted By: Laura Moya, PURCHASING DEPT.
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** CAP Pct.2

Information

CAPTION

Requesting approval of "Certificate of Construction Completion" submitted by project engineer R. Gutierrez Engineering Corporation reflecting the completion date July 21, 2008 of for Eldora/1426 with contractor Sascon Inc. C-CAP-08-010-05-13

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:** 8-1311-431-00-122-253-0-733
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

PO# 604974 has $56,552.00 available as of 8/14/08. Change order #1 and request for Final Payment were approved CC 8/12/08 (see AI-10494), but check is being held until the Certificate of Completion can be approved.

Attachments

Link: CERTIFICATE OF COMPLETION

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	08/14/2008 11:39 AM	APRV
2	Budget & Management	Veronica Lopez	08/14/2008 12:59 PM	APRV
3	Dale Kennan	Dale Kennan	08/14/2008 01:49 PM	APRV
4	Auditor's Office	Linda Fong	08/14/2008 02:07 PM	APRV
5	Mike Escaname		08/15/2008 05:32 PM	NEW

Form Started By: Laura Moya Started On: 08/13/2008 10:39 AM

Final Approval Date: 08/15/2008

CERTIFICATE OF CONSTRUCTION COMPLETION

THIS IS TO CERTIFY THAT ON 21 DAY OF JULY 2008, A FINAL INSPECTION was made of the project herein described:

CONTRACT

DATE: JUNE 9, 2008
OWNER: Hidalgo County Precinct No.2 CONSTRUCTION CONTRACTOR: SASCON INC..

OF THE CITY OF McAllen STATE OF Texas

PROJECT DESCRIPTION

CONSTRUCTION OF ELDORA/1426 (NADIA ST) Subdivision

CONTRACT-NO.: CAP-08-010-05-13 located in or near the City/Pct. of · Pct. 2

THIS IS TO CERTIFY:

1. That the work has been completed in accordance with the plans and specifications and all addenda, change orders, supplemental agreements thereto, and with the following exceptions:
   None

2. That the sum of 0 dollars and 00 /100 dollars ($ 0.00), deducted from the final payment of the Contractor

3. That the contractor has presented a "Certificate of Release" stating under oath, that all claims arising out of the performance of work have been fulfilled, and the OWNER is released from all claims arising under or by virtue of said contract.

4. That the CONTRACTOR has presented in behalf of itself and its sureties, satisfactory evidence that it is bound to repair, replace, and make good any faulty workmanship and/or materials discovered in the work within a period of one year from this date, as provided in said contract.

5.	Amount of Original Contract	$56,552.00
	Present Amount of Contract	$52,148.00
	Total Amount of earned to date	$52,148.00
	Less: previous payments	$00,000.00
	Balance	$52,148.00
	Authorized deductions	$ 0.000.00
	AMOUNT OF FINAL PAYMENT	$52,148.00

6. That the final payment in the amount of $ Fifty two thousand one hundred forty eight dollars and cero cents ($ 52,148.00) is now due and payable.

P.E. 8/14/08
Engineer's Signature

CONCURRED BY:

SASCON Inc
CONTRACTOR'S NAME

BY: _____

TITLE: President

CONCURRED BY:

Hidalgo County

AI-10656 **14.I.2.**

BCAP PCT #2 - NORTHSIDE VILLAGE-CHG ORDER, PYMT, CERT OF COMPLTN

CC REGULAR

Date: 08/19/2008
Submitted By: Laura Moya, PURCHASING DEPT.
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** CAP Pct.2

Information

CAPTION

A. Presentation for consideration, discussion acceptance and approval of Change Order No 2 for NorthSide Village for material and work adjustments in the amount of $9,037.84 (decrease) project engineer is R. Gutierrez Engineering Corporation, and contractor is JM Construction, a Border Colonia Access Program Project(s). C-CAP-07-032-01-14

B. Presentation for discussion, consideration, acceptance and approval of Application for Payment No 1 (final) in the amount of $23,525.42 and Application for Retainage Release in the amount of $7,379.34 from J.M. Construction contracted vendor for North Side Village Subdivision submitted by engineer R. Gutierrez Engineering, Corporation. C-CAP-07-032-01-14

C. Requesting approval of "Certificate of Construction Completion" submitted by project engineer R. Gutierrez Engineering Corporation reflecting the completion date of June 27, 2008 for North Side Village Subdivision with contractor J.M. Construction. C-CAP-07-032-01-14

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:** 8-1311-431-00-122-503-1-734/733
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

PO# 599401 has $33,082.20 available as 8/14/08.

Attachments

Link: 10656

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	08/14/2008 03:47 PM	APRV
2	Dale Kennan	Dale Kennan	08/14/2008 05:43 PM	APRV
3	Auditor's Office		08/15/2008 05:32 PM	NEW

Form Started By: Laura Moya

Started On: 08/14/2008 02:34 PM

Final Approval Date: 08/15/2008

laura.moya 10656

From: Marcie Jackson [marcie.jackson@co.hidalgo.tx.us]
Sent: Monday, August 11, 2008 5:29 PM
To: 'laura.moya'
Cc: Valde Guerra; humberto.garza@co.hidalgo.tx.us; 'Rossana Schettino'; dina.trevino@co.hidalgo.tx.us
Subject: Change order no 2 NorthSide Village
Attachments: Pct 2 Change Order No 2 NorthSide Village.doc; change order 2 northside village.PDF

Laura, please place the above-referenced item on Commissioner's Court agenda for Tuesday 19th August 2008.

Thanks,
Marcie Jackson
Colonia Access Program
Administrative Assistant
301 East State Street
Pharr, Tx. 78577
956-787-1891
marcie.jackson@co.hidalgo.tx.us

Hidalgo County
Border Colonias Access Program
MEMORANDUM

TO: Marty Salazar, Hidalgo County Purchasing Agent
Attn: Laura R. Moya, HCCAP Buyer II

CC: Commissioner Hector "Tito" Palacios Hidalgo County Precinct 2
Valde Guerra, Commissioner's Court Executive Officer
Humberto Garza, Precinct 2 Chief Administrator
Rosanna Schettino, HCCAP Auditor
Dina Trevino, Budget Office
HCCAP County Wide Files

From: Agapito Vargas, Jr., Hidalgo County BCAP Director
Marcie Jackson, Hidalgo County BCAP Administrative Assistant

Date: 11 August 2008

Subject: Agenda Item – Approval of Change Order No.2 NorthSide Village Subdivision CSJ: 2C1080503

Marty, please place the above-referenced item on Commissioner's Court agenda for Tuesday August 19, 2008

Precinct 2 is requesting approval of Change Order No.2 for the above-reference Round II Colonia Project. The dollar amount of the change order will decrease by $9,037.84. Contract price after all change orders is $73,793.36. The project engineer is R. Gutierrez and the contractor is JM Construction.

Account Number: 8-1311-431-00-122-503-1-734
8-1311-431-00-122-503-1-733
Purchase Order# 599401

Please insure that the correct contract number is included.

If you have any questions, please advice.

Thanks,

301 East State Street * Pharr, Texas 78577 * Telephone # 787-1891 *FAX 787-4683

CHANGE ORDER NUMBER TWO (2)

PROJECT: NORTHSIDE VILLAGE

DATE OF ISSUANCE: June 30, 2008 EFFECTIVE DATE: June 30, 2008

OWNER: HIDALGO COUNTY PRECINCT NO. 2
OWNER's Contract No.: C-CAP-07-032-01-14

CONTRACTOR: JM CONSTRUCTION
3701 JADE STREET
MERCEDES, TX 78570

ENGINEER: R. Gutierrez Engineering Corporation
130 E. Park Ave.
Pharr, TX 78577

You are directed to make the following changes in the Contract Documents.

Description:

1. ITEM 164 - 1,404 SY of Cell Fiber Seeding (Temp)(Warm) were removed
2. ITEM 164 -1,404 SY of Cell Fiber Seeding (Temp)(Cool) were removed
3. ITEM 164 -1,050 SY of Cell Fiber Seeding (Perm)(Urban)(Clay) were removed
4. ITEM 506 - 84 SY Construction Exists (TY II) (Install) were removed
5. ITEM 506 - 84 SY Construction Exists (TY II) (Remove) were removed
6. ITEM 530 - Caliche base for Driveways were reduced on 15.79 Cy
7. ITEM 530 - MC-30 for Driveways were reduced on 26.33 Gal.
8. ITEM 530 - Asphalt for Driveways were reduced on 5.30 Ton.
9. ITEM 530 - Concrete for Driveways were reduced on 145.35 Cy.

Reason for Change Order:

1. Cell Fiber Seeding (Temp)(Warm) was never applied
2. Cell Fiber Seeding (Temp)(Cool) was never applied
3. Cell Fiber Seeding (Perm)(Urban) (Clay) was reduced because fences encroaching ROW
4. Construction Exists (TY II) were not installed.
5. Construction Exists (TY II) were not installed.
6. Caliche base for Driveways was reduced because fences encroaching ROW
7. MC-30 for Driveways was reduced because fences encroaching ROW
8. Asphalt for Driveways was reduced because fences encroaching ROW
9. Concrete for Driveways was reduced because fences encroaching ROW

Attachments:

Change In Contract Price:	CHANGE IN CONTRACT TIME:
Original Contract Price $ 82,831.20	Original Contract Time for Substantial Completion: 60 calendar days or dates
Net Changes from previous Change Order $ 0.00	Net change from previous Change Orders 60 calendar days
Contract Price prior to this Change Order $ 82,831.20	Contract Time prior to this Change Order Substantial Completion: 120 calendar days or dates
Net Increase (decrease) of this Change Order $ (9,037.84)	Net Increase (decrease) of this Change Order 0 calendar days
Contract Price with all approved Change Orders $ 73,793.36 — Net % Increase (decrease) from origine contract price. (10.90) %	Contract Time with all approved Change Orders Completion: 120 calendar days or dates

RECOMMENDED:
By: [signature] P.E.
Engineer (Authorized Signature)
Date: 8/8/08

APPROVED:
By: _____
Owner (Authorized Signature)
Date: _____

ACCEPTED:
By: [signature]
Contractor (Authorized Signature)
Date: 8-4-08

INVOICE RECEIVED BY:
[signature] ON 8/8/08

GOODS/SERVICES RECEIVED BY:
[signature] ON 6/30/08

CHANGE ORDER No.1 TABULATION
HIDALGO COUNTY PRECINCT NO. 2
NORTHSIDE VILLAGE
BID NUMBER:C-CAP-07-032-01-14

Item Number	Original Plan Quantity	Change Order No.1 Quantities	Change Order No.2 Quantities	Unit	Item Description	Unit Price	Original Contract Cost	Change in Contract Cost of C.O.No.1	Revised Contract Cost after C.O.No.1	Change in Contract Cost of C.O.No.2	Revised Contract Cost after C.O.No.2
	(905) ROADWAY										
110	2,189.00	2,189.00	2,189.00	CY	Excavation (Roadway)	$ 3.00	$ 6,567.00	0.00	6,567.00	0.00	6,567.00
132	4.00	4.00	4.00	CY	Embankment (Dens. Cont.)(Ty C)	$ 100.00	$ 400.00	0.00	400.00	0.00	400.00
164	1,404.00	1,404.00	0.00	SY	Cell Fiber Seeding (Temp)(Warm)	$ 0.25	$ 351.00	0.00	351.00	(351.00)	0.00
164	1,404.00	1,404.00	0.00	SY	Cell Fiber Seeding (Temp)(Cool)	$ 0.25	$ 351.00	0.00	351.00	(351.00)	0.00
164	2,808.00	2,808.00	1,758.00	SY	Cell Fiber Seeding (Perm)(Urban)(Clay)	$ 0.90	$ 2,527.20	0.00	2,527.20	(945.00)	1,582.20
247	722.00	722.00	722.00	CY	Flexible Base (6")(County Supplies Base)	$ 17.00	$ 12,274.00	0.00	12,274.00	0.00	12,274.00
310	829.00	829.00	829.00	GAL	Prime Coat (MC-30)	$ 7.00	$ 5,803.00	0.00	5,803.00	0.00	5,803.00
502	2.00	2.00	2.00	MO	Barricades, Signs & Traffic Handling	$ 3,000.00	$ 6,000.00	0.00	6,000.00	0.00	6,000.00
506	84.00	84.00	0.00	SY	Construction Exits (Ty II)(Install)	$ 7.00	$ 588.00	0.00	588.00	(588.00)	0.00
506	84.00	84.00	0.00	SY	Construction Exits (Ty II)(Remove)	$ 7.00	$ 588.00	0.00	588.00	(588.00)	0.00
506	40.00	40.00	40.00	LF	Temp Sediment Control Fence (Install)	$ 8.00	$ 320.00	0.00	320.00	0.00	320.00
529	2,424.00	2,424.00	2,424.00	LF	Concrete Curb & Gutter (Ty A)(Barrier)	$ 7.00	$ 16,968.00	0.00	16,968.00	0.00	16,968.00
530	60.00	60.00	44.21	CY	Driveways (Ty PRB-1)(Flexbase)(4")(County Supplies Base)	$ 20.00	$ 1,200.00	0.00	1,200.00	(315.80)	884.20
530	106.00	106.00	79.67	GAL	Driveways (Ty PRB-1)(MC-30)	$ 8.00	$ 848.00	0.00	848.00	(210.64)	637.36
530	28.00	28.00	22.70	TON	Driveways (Ty PRB-1)(ACP)(Surf)	$ 88.00	$ 2,408.00	0.00	2,408.00	(455.80)	1,952.20
530	423.00	423.00	277.65	SY	Driveways (CONCRETE)	$ 36.00	$ 15,228.00	0.00	15,228.00	(5,232.60)	9,995.40
560	29.00	29.00	29.00	EA	Mailboxes (Single)	$ 120.00	$ 3,480.00	0.00	3,480.00	0.00	3,480.00
644	3.00	3.00	3.00	EA	Small Rdsd Sgn Assm (Ty A)	$ 600.00	$ 1,800.00	0.00	1,800.00	0.00	1,800.00
							$ -	0.00	0.00	0.00	0.00
							$ -	0.00	0.00	0.00	0.00
											0.00
						Total Roadway :	$ 77,701.20	$ -	$ 77,701.20	$ (9,037.84)	$ 68,663.36
	(906) DRAINAGE										
110	206.00	206.00	206.00	CY	Excavation (Channel)	$ 7.00	$ 1,442.00	0.00	$1,442.00	0.00	$1,442.00
464	72.00	72.00	72.00	LF	RCP (CL III) (18")	$ 29.00	$ 2,088.00	0.00	$2,088.00	0.00	$2,088.00
467	4.00	4.00	4.00	EA	Safety End Treatments (6:1)	$ 400.00	$ 1,600.00	0.00	$1,600.00	0.00	$1,600.00
							$ -	0.00	$0.00	0.00	$0.00
							$ -	0.00	$0.00	0.00	$0.00
							$ -	0.00	$0.00	0.00	$0.00
							$ -	0.00	$0.00	0.00	$0.00
							$ -	0.00	$0.00	0.00	$0.00
							$ -	0.00	$0.00	0.00	$0.00
							$ -	0.00	$0.00	0.00	$0.00
							$5,130.00	$0.00	$5,130.00	$0.00	$5,130.00
					TOTAL BASE AMOUNTS:		$ 82,831.20	$ -	$ 82,831.20	$ (9,037.84)	$ 73,793.36

laura.moya

From: Marcie Jackson [marcie.jackson@co.hidalgo.tx.us]

Sent: Wednesday, August 13, 2008 1:31 PM

To: Martha.Salazar@co.hidalgo.tx.us

Cc: 'laura.moya'; Valde Guerra; humberto.garza@co.hidalgo.tx.us; 'Rossana Schettino'; dina.trevino@co.hidalgo.tx.us

Attachments: appl for final northside village.PDF; appl for final northside village001.PDF; appl for final northside village002.PDF; retainage release northside vill.PDF; certificate of compl northside.PDF

Laura, please place the above-referenced items on Commissioner's Court Agenda for Tuesday August 19, 2008. Attached items are 1.) Application for Final Payment
2.) Retainage Release 3.) Certificate of Construction Completion. If you have any questions please, feel free to call me.

Thanks,

Marcie Jackson
Colonia Access Program
Administrative Assistant
301 East State Street
Pharr, Tx. 78577
956-787-1891
marcie.jackson@co.hidalgo.tx.us

Hidalgo County
Border Colonias Access Program
MEMORANDUM

TO: Marty Salazar, Hidalgo County Purchasing Agent
Attn: Laura R. Moya, HCCAP Buyer II

CC: Commissioner Hector "Tito" Palacios Hidalgo County Precinct 2
Valde Guerra, Commissioner's Court Executive Officer
Humberto Garza, Precinct 2 Chief Administrator
Rosanna Schettino, HCCAP Auditor
Dina Trevino, Budget Office
HCCAP County Wide Files

From: Agapito Vargas, Jr., Hidalgo County BCAP Director
Marcie Jackson, Hidalgo County BCAP Administrative Assistant

Date: 13 August 2008

Subject: Request Approval to Pay Application for Final Payment – NorthSide Village Subdivision CSJ:2C1080503 a 2nd Call Colonia Project.

Marty, please place the above-referenced item on Commissioner's Court agenda for Tuesday 19th August 2008.

Precinct 2 is requesting approval to pay Application for Final Payment for the above – subject 2nd Call Colonia Project. The amount of the request is $23,525.42 as approved by the project engineer R. Gutierrez Engineering Corp and project contractor is J.M. Construction.

Account Number: 8-1311-431-00-122-503-1-734
8-1311-431-00-122-503-1-733
Purchase Order Number: 599401

Please insure that the correct contract number is included.

If you have any questions, please advice.
Thanks,

301 East State Street * Pharr, Texas 78577 * Telephone # 787-1891 *FAX 787-4683

APPLICATION FOR FINAL PMT

To: HIDALGO COUNTY PRECINCT NO. 2 (OWNER)
From: J.M. Construction (CONTRACTOR)
Contract: C-CAP-07-032-01-14
Project: North Side Village
OWNER's Contract No. C-CAP-07-032-01-14 ENGINEER's Project No. ENG05.012p
For Work accomplished through the date of: 23-Jun-2008

1.	Original Contract Price:		$ 82,831.20
2.	Net change by Change Orders and Written Agreements (+ or -):		$ (9,037.84)
3.	Current Contract Price (1 plus 2):		$ 73,793.36
4.	Total completed and stored to date:		$ 73,793.36
5.	Retainage (per Agreement):		
	10% of completed Work:	$ 7,379.34	
	10% of stored material:	$ -	
	Total Retainage:		$ 7,379.34
6.	Total completed and stored to date less retainage (4 minus 5):		$ 66,414.02
7.	Less previous Application for Payments:		$ (42,888.60)
8.	Balance to Finish:		$ -
9.	**AMOUNT DUE THIS APPLICATION (6 MINUS 7):**		$ 23,525.42

Accompanying Documentation:

P.O# 599401 8·1311·431·00·122·503·1·734
8·1311·431·00·122·503·1·733

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 FINAL PMT inclusive; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective.

Dated 15-Jul-08

J.M. Construction
CONTRACTOR

By: _____

State of Texas
County of Hidalgo
Subscribed and sworn to before me this 8th day of August 2008

JAIME JAIMEZ, JR.
MY COMMISSION EXPIRES
December 16, 2011

Notary Public _____
My Commission expires: 12/16/11

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated 15-Jul-08

R. GUTIERREZ ENGINEERING CORPORATION
ENGINEER

By: _____ P.E.

Hidalgo County
Border Colonias Access Program
MEMORANDUM

TO: Marty Salazar, Hidalgo County Purchasing Agent
Attn: Laura R. Moya, HCCAP Buyer II

CC: Commissioner Hector "Tito" Palacios Hidalgo County Precinct 2
Valde Guerra, Commissioner's Court Executive Officer
Humberto Garza, Precinct 2 Chief Administrator
Rosanna Schettino, HCCAP Auditor
Dina Trevino, Budget Office
HCCAP County Wide Files

From: Agapito Vargas, Jr., Hidalgo County BCAP Director
Marcie Jackson, Hidalgo County BCAP Administrative Assistant

Date: 08 August 2008

Subject: Request Approval to Pay Application for Retainage Release and Certificate of Construction Completion – NorthSide Village Subdivision CSJ:2C1080503 a 2nd Call Colonia Project.

Marty, please place the above-referenced item on Commissioner's Court agenda for Tuesday August 19, 2008.

Precinct 2 is requesting approval to pay Application for Retainage Release and Certificate of Construction Completion for the above – subject 2nd Call Colonia Project. The amount of the request is $7,379.34 as approved by the project engineer R. Gutierrez Engineering Corp. Theproject contractor is J.M. Construction.

Account Number: 8-1311-206-00-000-001-0-000

Please insure that the correct contract number is included.

If you have any questions, please advice.
Thanks,

301 East State Street * Pharr, Texas 78577 * Telephone # 787-1891 *FAX 787-4683

APPLICATION FOR RETAINAGE RELEASE

To: HIDALGO COUNTY PRECINCT NO. 2 (OWNER)
From: J.M. Construction (CONTRACTOR)
Contract: C-CAP-07-032-01-14
Project: North Side Village
OWNER's Contract No. C-CAP-07-032-01-14 ENGINEER's Project No. ENG05.012p
For Work accomplished through the date of: 23-Jun-2008

1.	Original Contract Price:		$ 82,831.20
2.	Net change by Change Orders and Written Agreements (+ or -):		$ (9,037.84)
3.	Current Contract Price (1 plus 2):		$ 73,793.36
4.	Total completed and stored to date:		$ 73,793.36
5.	Retainage (per Agreement):		
	0% of completed Work:	$ -	
	10% of stored material:	$ -	
	Total Retainage:		$ -
6.	Total completed and stored to date less retainage (4 minus 5):		$ 73,793.36
7.	Less previous Application for Payments:		$ (66,414.02)
8.	Balance to Finish:		$ -
9.	**AMOUNT DUE THIS APPLICATION (6 MINUS 7):**		**$ 7,379.34**

Accompanying Documentation:

8-1311-206-00-000-011-0-000

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 RETAINAGE RELEASE inclusive; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective.

Dated 15-Jul-08 J.M. Construction
CONTRACTOR
By:

State of Texas
County of Hidalgo
Subscribed and sworn to before me this 8th
day of August 2008

Notary Public
My Commission expires: 12/16/11

JAIME JAIMEZ, JR.
MY COMMISSION EXPIRES
December 16, 2011

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated 15-Jul-08 R. GUTIERREZ ENGINEERING CORPORATION
ENGINEER
By: P.E.

CERTIFICATE OF COMPLETION
(By Contractor)

We hereby certify that the work on Project "Northside Village Subdivision CAP-07-032-11-28-LRM" has been completed in substantial compliance with the Plans and Technical Specifications.

J.M. Construction
3701 Jade Street
Weslaco, Texas 78596

Juan Mendoza, President
7/2/2008

Subscribed and sworn to before me, the undersigned authority, on this the 2 day of July, 2008.

GABRIEL CARILLO
Notary Public, State of Texas
My Commission Expires
March 30, 2011

Notary Public in and for Hidalgo County, Texas

AFFIDAVIT OF BILLS PAID

STATE OF TEXAS

COUNTY OF HIDALGO

Before me, the undersigned authority, on this day personally appeared Juan Mendoza party to that certain Contract entered into between Hidalgo County Precinct Two and J.M. Construction for the erection, construction, and completion of certain improvements and/or additions upon the following described premises, to wit:

" Northside Village Subdivision CAP-07-032-11-28-LRM "

Said party being by me duly sworn states upon oath that the said improvements have been erected and completed in full compliance with the above referred to Contract and the agreed plans and specificatins thereof.

Deponent further states that he has paid all bills and claims for materials furnished and labor performed on said Contract and that there are no outstanding bills or legal claims for labor performed or materials furnished upon said job.

This affidavit is being made by the undersigned realizing that it is in reliance upon the truthfulness of statements contained herein that final and full settlement of the balance due on said Contract is being made, and in consideration of the disbursement of funds by Hidalgo County, deponent expressly waives and releases liens, claims and rights to assert a lien onsaid premises and agrees to indemnify and hold Owner safe and harmless from and against all losses, damages, costs and expenses of any character whatsoever specifically including court costs, bonding fees, and attorney fees, arising out of or in any way relating to claims for unpaid labor or material used or associated with construction fo improvements on the above described premises.

J.M. Construction
3701 Jade Street
Weslaco, Texas 78596

By: _____
Juan Mendoza, President

Subscribed and sworn to before me, the undersigned authority, on this the 2 day of July, 2008.

_____

Notary Public in and for Hidalgo County, Texas

GABRIEL CARILLO
Notary Public, State of Texas
My Commission Expires
March 30, 2011

Northside Village Final/Retainage Pay Request

Item No.	Description	Unit	Contract Quantity	Quantity This Est.	Quantity To Date	Unit Price	Total Amount
1	Excavation (Roadway)	CY	2189	0	2189	$3.00	$6,567.00
2	Excavation (Channel)	CY	206	0	206	$7.00	$1,442.00
3	Embankment	CY	4	0	4	$100.00	$400.00
4	Cell Fiber Seeding (Temp - Warm)	SY	1404	0	0	$0.25	$0.00
5	Cell Fiber Seeding (Temp - Cool)	SY	1404	0	0	$0.25	$0.00
6	Cell Fiber Seeding (Perm)	SY	2808	2808	2808	$0.90	$2,527.20
7	Flexible Base (County Supplies Material)	CY	722	0	722	$17.00	$12,274.00
8	Prime Coat (MC-30)	Gal	829	0	829	$7.00	$5,803.00
9	18" RCP	LF	72	72	72	$29.00	$2,088.00
10	Safety End Treatment	EA	4	4	4	$400.00	$1,600.00
11	Barricades, Signs and Traffic Handling	MO	2	1	2	$3,000.00	$6,000.00
12	Construction Exits (Install)	SY	84	84	84	$7.00	$588.00
13	Construction Exits (Remove)	SY	84	84	84	$7.00	$588.00
14	Temporary Sediment Control Fence	LF	40	40	40	$8.00	$320.00
15	Concrete Curb & Gutter	LF	2424	0	2424	$7.00	$16,968.00
16	Driveways (County Supplies Base)	CY	60	0	60	$20.00	$1,200.00
17	MC-30 (Driveways)	Gal	106	106	106	$8.00	$848.00
18	Driveways (ACP)	Ton	28	28	28	$86.00	$2,408.00
19	Driveways (Concrete)	SY	423	0	423	$36.00	$15,228.00
20	Mailboxes (Single)	EA	29	29	29	$120.00	$3,480.00
21	Small Sign	EA	3	3	3	$600.00	$1,800.00

TOTAL AMOUNT OF CONTRACT:	$	82,831.20
TOTAL AMOUNT PLACED TO DATE:	$	82,129.20
LESS RETAINAGE (10%):	$	-
LESS PREVIOUS PAY REQUESTS:	$	56,593.80
TOTAL AMOUNT DUE THIS PAY REQUEST:	$	25,535.40

J.M. Construction
7/2/2008

WAIVER OF LIEN

Hidalgo County Precinct #2
Hidalgo County, Texas
Northside Village Subdivision

Re: Northside Village Subdivision (Final/Retainage Pay Request)

In consideration of payment upon receipt of $ 1,317.79 (invoice #' NT-08-13) which is hereby acknowledged, Soil Tech, Inc.waives and releases any lien for materials furnished to J.M. Construction for use on the project commonly known as Northside Village Subdivision located in Hidalgo County, Texas. Soil Tech, Inc. acknowledges that all payments hereto received on amount of materials furnished to the project have been accepted in full satisfaction of the liens or right to llen, waived hereunder. Provided further, that this release shall not become effective until all checks given us as part of the consideration hereof, shall have been honored and paid in full.

Soil Tech, Inc.

STATE OF TEXAS

COUNTY OF Hidalgo

Subscribed and sworn to before me, the undersigned authority, on this the 30th day of June, 2008 to certify which, witness my hand and seal of office.

Notary Public, State of Texas
Notary's Name Printed: Martina I. Carrizalez

My commissioin expires 1-10-09

CERTIFICATE OF CONSTRUCTION COMPLETION

THIS IS TO CERTIFY THAT ON 27 DAY OF June 2008, A FINAL INSPECTION was made of the project herein described:

CONTRACT

DATE: July 15, 2008
OWNER: Hidalgo County Precinct No.2
CONSTRUCTION CONTRACTOR: JM CONSTRUCTION.

OF THE CITY OF MERCEDES STATE OF Texas

PROJECT DESCRIPTION

CONSTRUCTION OF NORTHSIDE VILLAGE SUBDIVISION

CONTRACT-NO.: CAP-07-032-01-14 located in or near the City/Pct. of Pct. 2

THIS IS TO CERTIFY:

1. That the work has been completed in accordance with the plans and specifications and all addenda, change orders, supplemental agreements thereto, and with the following exceptions:
   None

2. That the sum of 0 dollars and 00 /100 dollars ($ 0.00), deducted from the final payment of the Contractor

3. That the contractor has presented a "Certificate of Release" stating under oath, that all claims arising out of the performance of work have been fulfilled, and the OWNER is released from all claims arising under or by virtue of said contract.

4. That the CONTRACTOR has presented in behalf of itself and its sureties, satisfactory evidence that it is bound to repair, replace, and make good any faulty workmanship and/or materials discovered in the work within a period of one year from this date, as provided in said contract.

5.	Amount of Original Contract	$82,831.20
	Present Amount of Contract	$73,793.36
	Total Amount of earned to date	$73,793.36
	Less: previous payments	$42,888.60
	Balance	$30,904.76
	Authorized deductions	$ 0.000.00
	AMOUNT OF FINAL PAYMENT	$30,904.76

6. That the final payment in the amount of $ Thirty thousand nine hundred four dollars and seventy six cents ($ 30,904.76) is now due and payable.

Jay J. Mac P.E.
Engineer's Signature

CONCURRED BY:

J.M. CONSTRUCTION
CONTRACTOR'S NAME

BY: [signature]

TITLE: President

CONCURRED BY:

Hidalgo County

AI-10602 **14.J.1.**

HP LCD DISPLAY AND FLAT PANEL SPKRS
CC REGULAR

Date: 08/19/2008
Submitted By: Matilde Faz, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Sheriff's Office

Information

CAPTION

Requesting authority to purchase computer equipment and/or peripherals (36) HP dc7800, (36) lcd display, (36) flat panel speakers through our membership/participation with (TCPN) The Cooperative Purchasing Network for the District Attorney Dept. with CDW Government, Inc. contract # TCPN-R4713 through Requisition # 137054 in the total amount not to exceed of $39,212.28

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 81100421002800010665
FUNDS AVAILABLE Y/N?: YES **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Requisition No. 137054 has reserved the funding necessary. Additional monies are still available.

Attachments

Link: HP COMPUTERS

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	08/14/2008 12:05 PM	APRV
2	Budget & Management	Veronica Lopez	08/14/2008 01:02 PM	APRV
3	Rey Salazar	Rey Salazar	08/15/2008 08:42 AM	APRV
4	Auditor's Office		08/15/2008 05:32 PM	NEW

Form Started By: Matilde Faz Started On: 08/13/2008 01:23 PM

Final Approval Date: 08/15/2008

Requisition

SHERIFF'S LAW ENFORMENT FACILITY

Req # 00137054
PO #
Date: 08/05/08

Regular
10602
8/19/08

Bill To: x
x

Vendor : 153915
CDW GOVERNMENT INC.
200 N MILWAUKEE AVE
VERNON HILL IL 60061

Ship To: SHERIFF'S LAW ENFORMENT FACILITY
711 EL CIBOLO RD.
EDINBURG TX 78539

Contact: G.TIJERINA
956-393-6013

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
36	EACH	HP DC7800 E8300 2.83 SKU:KA582UT#ABA	846.55	30,475.80
36	EACH	HP L1909W LCD DISPLAY SKU: GP536A8#ABA	208.02	7,488.72
36	EACH	HP SILVER FLAT PANEL SPEAKER SKU: EE418AA	34.66	1,247.76
		Account No	Encumbrance	
		8-1100-421-00-280-001-0-665	39,212.28	
			Freight	.00
			Total	39,212.28
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Replacement equipment

TCPN

Authorized By: _____

Date Entered: 8-5-08
Requisition #: 137054
Date Approved:
P.O. #

HIDALGO COUNTY SHERIFF'S OFFICE
EXECUTIVE BRANCH REQUISITION
ADMINISTRATION REQUISITION

DATE: 08/04/08
REQUESTED BY: JAVIER CHAPA - IT MANAGER
BUDGET: 8-1100-421-00-280-0001-0
OBJECT NUMBER: 665-MINOR COMPUTER EQUIPMENT
CURRENT BALANCE: $46,524.57
EXPENDITURE AMOUNT: $39,212.28
NEW BALANCE: $7,312.29
PURPOSE FOR EXPENDITURE: REPLACEMENT / UPGRADES FOR OBSOLETE EQUIPMENT.

LINE #	ITEM & DESCRIPTION	ITEM #	QTY	UOM	UNIT PRICE	AMOUNT
1	HP DC7800 E8300 2.83 SKU:KA582UT#ABA		36	EACH	$846.55	$30,475.80
2	HP L1909w LCD Display SKU:GP536A8#ABA		36	EACH	$208.02	$7,488.72
3	HP Silver Flat Panel Speaker SKU: EE418AA		36	EACH	$34.66	$1,247.76
4						

SHIPPING: (N/A) **$0.00**
GRAND TOTAL: **$39,212.28**
ESIMATED DELIVERY DATE: 3 weeks
INTERNAL NOTES: N/A

Awarded Vendor : **CDWG GOVERNMENT INC.**
230 N. MILWAUKEE AVE.
VERNON HILLS, IL 60061
866-224-6448
CONTACT PERSON: JAY CARLILE
$39,212.28

Quote: CRC
131 EAST PECAN BLVD
MCALLEN, TX 785701
956-631-2321
CONTACT PERSON: DANNY REYNA
$39,816.00

Quote: HP Direct
888-202-4682
CONTACT PERSON: Government Sales
$40,248.00
Ref Quote: 2390894

AUTHORIZED BY: _____ DIVISION COMMANDER

APPROVED BY: _____ ADMINISTRATIVE LIEUTENANT

REVIEWED BY: _____ PROCUREMENT SPECIALIST

APPROVED BY: _____ CHIEF DEPUTY

AUG 0 8 2008

per # 130524

800.581.4239

Quote Information

Quote #: LLR7513

Status: Open
Quote Date: 8/4/2008
Contact: JAVIER CHAPA
Description: COMPUTERS QUOTE

Need Help?



Contact
Jay Carlile
Phone: (866) 224-5448
Fax: (312) 705-9492
Email:jaycar@cdwg.com

Billed From Address

CDW Government Inc.
230 N. Milwaukee Ave
Vernon Hills, IL 60061

(800) 594-4239

Billing Address

JAVIER CHAPA
ATTN HIDALGO COUNTY
701 E EL CIBOLO RD
COMPUTER DEPT
EDINBURG , TX 78541-7771

(956) 393-6031

Shipping Address

HIDALGO COUNTY SHERIFFS DEPT

JAVIER CHAPA
701 E EL CIBOLO RD
COMPUTER DEPT
EDINBURG , TX 78541-7771

Payment Method

Select payment method during checkout.

Shipping Method

FedEx Ground

Product	Contract	CDW	Mfg Part #	Qty	Price	Ext. Price
HP Compaq Business Desktop dc7800 - Core 2 Duo E8300 2.83 GHz	Tcpn Contract #r4713	1486358	KA582UT#ABA	36	$846.55	$30,475.80
HP Smart Buy L1908w 19" Widescreen LCD Display	Tcpn Contract #r4713	1329948	GP536A8#ABA	36	$208.02	$7,488.72
HP Silver Flat Panel Speaker Bar PC Multimedia Speakers	Tcpn Contract #r4713	868946	EE418AA	36	$34.66	$1,247.76
				Sub-Total		$39,212.28
				Shipping:		$0.00
				Grand Total		$39,212.28

131 EAST PECAN BLVD • MCALLEN, TX • 78501
PHONE: (956) 631-2321 X 223 • FAX: (956) 631-4696
E-MAIL: DREYNA@CRC-COMPUTERS.COM
HTTP://WWW.CRC-COMPUTERS.COM

Quote #
080508D1

August 4, 2008

Req 137054

Hidalgo County Sheriff's Department
Edinburg, TX 78539

AT: Javier Chapa

SUBJECT: Desktop and Options Quote

Per your request, CRC is quoting the following computer equipment.

36	**KA582UT#ABA**	HP Compaq Business Desktop dc7800 - USDT - 1 x Core T2 Duo E8300 / 2.83 GHz, 6 mb cache) - RAM 2 GB - HDD 1 x 80 GB - DVD±RW (±R DL) / DVD-RAM - GMA 3100 - Gigabit Ethernet - Vista Business	$ 879.00	$31,644.00
36	**EE418AA BA**	HP Flat Panel Speaker Bar	$ 20.00	$ 720.00
36	**GP536A8#ABA**	HP L1908w - Flat panel display - TFT - 19" - widescreen - 1440 x 900 / 60 Hz - 300 cd/m2 - 1000:1 - 5 ms - 0.285 mm - VGA - Smart Buy	$ 207.00	$ 7,452.00
		Total		**$ 39,816.00**
		Tax		**$ Exempt**
		Amount Total		**$ 39,816.00**

All warranty done locally at our HP authorized warranty center.

Sincerely,

Daniel Reyna
dreyna@crc-computers.com

Req 137054

ONLINE PRICE QUOTATION

Quote Number: 2390894
Today's Date : 8/4/2008 5:43:16 PM
Created By: javier.chapa@hidalgoso.org

Quote Name: DC7800-E8300
Quote Created Date : 8/4/2008 5:37:19 PM
Contract: TX - TEXAS DIR-SDD-223 (TXDIR)

Product availability and product discontinuation are subject to change without notice. The prices in this quotation are valid for 30 days from quote date above. Please include the quote number and contract from this quote on the corresponding purchase order.
Use the File - Print option to print this form for your future reference.

Items/description	Part no	Unit price	Qty	Ext price
▪ HP Compaq dc7800 Small Form Factor PC ▪ Genuine Windows Vista® Business with Genuine Windows® XP Professional custom installed (note) ▪ ENERGY STAR® Qualified EPEAT™ Gold 80% efficient power supply ▪ 240W 80 PLUS power supply – active PFC ▪ Intel® Core™2 Duo E8300 processor (2.83 GHz, 6 MB L2 cache, 1333 MHz FSB) ▪ Intel® Q35 Express ▪ 2 GB DDR2 800 MHz non-ECC (2 x 1 GB DIMM) ▪ 80 GB 7200 rpm SATA 3.0 Gb/s NCQ SMART IV ▪ Real-Time Data Backup RAID 1 (Mirrored Array) ▪ Integrated Intel Graphics Media Accelerator 3100 ▪ 16X SATA SuperMulti LightScribe DVD+/-RW ▪ Integrated High Definition audio with ADI1884 codec ▪ 2007 Microsoft Office Ready (60 Days)	Base	$879.00 $879.00	36	$31,644.00
HP dc7800 Business Desktop Small Form Factor **Operating system** Genuine Windows Vista® Business with downgrade to Windows XP Professional custom installed **Energy Efficiency** ENERGY STAR® Qualified EPEAT™ Gold 80% efficient power supply **Power supply** 240W 80 PLUS power supply – active PFC **Processor** Intel® Core™2 Duo E8300 processor (2.83 GHz, 6 MB L2 cache, 1333 MHz	**KA582UT#ABA**			

HIDALGO COUNTY SHERIFF'S OFFICE

SHERIFF GUADALUPE "LUPE" TREVIÑO

FAX COVER SHEET
FROM FAX (956) 393-6027
OFFICE (956) 393-6024

INFORMATION TRANSMITTED
IS FROM THE
BUDGET OFFICE

TO FAX #: 292-7612

SENT TO: Natty

FROM: Grace

DATE: 8-13-08

NUMBER OF PAGES INCLUDING COVER SHEET: 5

MESSAGE:

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

711 El Cibolo Road • P.O. Box 1228 • Edinburg, Texas 78540
Office: (956) 383-8114

AI-10654 **14.J.2.**

Requesting of approval of invoice for L&G Engineer Invoice No. 6976 CC REGULAR

Date: 08/19/2008
Submitted By: Rocio Villarreal, PURCHASING DEPT.
Submitted For: Rocio Villarreal
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Sheriff's Office

Information

CAPTION

A. Pursuant of correspondence received from contracted vendor, L&G Engineering Laboratory, requesting discussion, consideration, acceptance and approval of an error/oversight in engaging the service's of a subcontractor without written consent from Hidalgo County for the: "Hidalgo County Sheriff's Office Substation in the Precinct No. 1 Area,";

B. Presentation for discussion, consideration, acceptance, and approval of Invoice # 6976 in the amount of $15,018.53, from L & G Engineering Laboratory, LLC, contracted engineer for "Hidalgo County Sheriff's Office Substation in Precinct No. 1 Area."

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1336-423-00-280-036-0-720
FUNDS AVAILABLE Y/N?: y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

PO #601948 has been created to fund this invoice. $2,803,731.47 remaining account balance as of 08/15/08.

Attachments

Link: Invoice and Correspondence

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	08/14/2008 04:00 PM	APRV
2	Budget & Management	Veronica Lopez	08/14/2008 04:11 PM	APRV
3	Rey Salazar	Rey Salazar	08/15/2008 09:33 AM	APRV
4	Auditor's Office		08/15/2008 05:32 PM	NEW

Form Started By: Rocio Villarreal Started On: 08/14/2008 02:27 PM

Final Approval Date: 08/15/2008

L & G Engineering Laboratory, LLC

2100 W. Expressway 83
Mercedes, Texas 78570
(956) 565-0760 • Fax (956) 565-6746

Invoice

Date	Invoice #
4/15/2008	6976

Bill To	Ship To
Hidalgo County Sheriffs Office Substation Attn: Chief Anacleto Martinez P.O. Box 1228 711 El Cibolo Rd. Edinburg, TX. 78540	Hidalgo County Sheriff's Office Substatio Contract No. C-08-051B-04-01 P.O. #601948

P.O. No.	Due Date
601948	5/10/2008

Item	Description	Contract Amt	Prior Amt	Curr %	Total %	Amount
980	Engineering Services	5,336.00		100.00%	100.00%	5,336.00
Subcontractor	Sub contractor	9,682.53		100.00%	100.00%	9,682.53

Invoice Received By: P.O.# 601948
Monitoring 05 01 08
Goods/Services Received By:
8-1336-423-00-280-0310-0-720

L&G Engineering Laboratory appreciates the opportunity to serve your material testing needs.

Total	$15,018.53
Payments/Credits	$0.00
Balance Due	$15,018.53

Highway / Civil • Structural / Bridge • Environmental • Construction Material Testing

L&G Engineering Laboratory

Construction Material Testing
Geotechnical Engineering

April 15, 2008

Chief Anacleto Martinez
Attn: Juan Tapia
Hidalgo County Sheriff's Office Substation
P.O.Box 1228
711 El Cibolo Rd.
Edinburg, Texas 78540

Re: Hidalgo County Sheriff's Office Substation – Topographic Survey Services – Pct. No. 1 Area

Dear Chief Martinez:

Attached for your approval is our invoice for the month of March 2008. The following is attached:

- L & G's Invoice

FC 980 – Engineering Services		**% Complete**
Complete Topographic Survey was submitted to Mr. Juan Tapia (Procurement Specialist) of the Hidalgo County Sheriff's Office. An original survey was also mailed to Fignac Architects as per Mr. Tapia's request on 4/14/08.	**L&G**	**100%**
Sub-Contractor – Topographic Survey Services		**% Complete**
Topographic Survey for the aforementioned project was completed, which included: property boundaries, topographic information, existing landmarks, existing utilities, easement locations, grades, street names, and legal descriptions. Three original scaled copies were delivered to L&G on 4/11/08.	**Rods Survey**	**100%**

If you have any questions or require additional information, please call.

Sincerely,

Reza Baziozzamani, P.E.
Project Manager

2100 W. Expressway 83 • Mercedes, TX 78570 • Office (956) 565-0760 • Fax (956) 565-6746
900 S. Stewart Rd., Ste. 9 • Mission, TX 78572 • Office (956) 583-7117 • Fax (956) 583-7116

L&G Engineering Laboratory

Construction Material Testing
Geotechnical Engineering

April 10, 2008

Mr. Juan Tapia
Procurement Specialist
Hidalgo County Sheriff's Office
711 El Cibolo Road
Edinburg, Texas 78540

RE: ***Hidalgo County Sheriff's Office Substation (Pct #1)***
Final Property Survey
Hidalgo County

Dear Mr. Tapia:

L&G Engineering Laboratory has completed the property survey for the aforementioned project. Included with this letter is the original sealed survey for your records. I will forward a copy to Gignac Architects as well so they can complete their facility design. Upon receipt of the facility design we will provide the County with a cost proposal for the geotechnical portion of our contract for this project.

If you have any questions or comments please feel free to contact me at our office at 956-565-0760. Thank you for time and cooperation on this project.

Sincerely,

Rene C. Casares, E.I.T.
Engineering Assistant – L&G Engineering Laboratory

RECEIVED
08 2 AUG 5 AM 8:09

cc: Reza Badiozzaman, P.E. – L&G Engineering Laboratory
Jacinto Garza, P.E. – L&G Engineering Laboratory

L&G Engineering Laboratory

Construction Material Testing
Geotechnical Engineering

July 21, 2008

Ms. Martha Salazar
Hidalgo County Purchasing Dept.
2812 S. Business 281
Edinburg, Texas 78539

RE: ***Hidalgo County Sheriff's Office Substation***
Topographic Survey

Dear Ms. Salazar:

L&G Engineering Laboratory, LCC was awarded a contract from the County of Hidalgo to perform a topographic survey for the aforementioned project. The contract and agreement for general engineering services (C-08-051B-04-01) was approved by the Hidalgo County Commissioners' Court on April 1, 2008.

We regret to inform you that L&G Engineering Laboratory overlooked ARTICLE 12 (Subcontracting and Assignment). RODS Surveying was hired to perform the topographic survey because we do not have the capabilities to execute this work on our own. L&G did not request "prior written consent from the County of Hidalgo" to subcontract this work, as stated in the agreement. We apologize for the misunderstanding and oversight on our part.

If you have any questions, feel free to contact myself or our Project Manager, Rene C. Casares 956-565-0760.

Sincerely,

Marisela G. Marin
Comptroller

RECEIVED BY HIDALGO COUNTY
PURCHASING DEPARTMENT

By

Time 3:14 7/28/08

2100 W. Expressway 83 • Mercedes, TX 78570 • Office: (956) 565-0760 • Fax: (956) 565-6746
900 S. Stewart Rd., Ste. 9 • Mission, TX 78572 • Office: (956) 583-7117 • Fax: (956) 583-7116

AI-10646 **14.J.3.**

Commissary Supplies
CC REGULAR

Date: 08/19/2008
Submitted By: Olga Montero, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Sheriff's Office

Information

CAPTION

Presentation for consideration, discussion and action (if applicable) to award to multiple vendors meeting all specifications and requirements with the approval of contract(s) for: "Commissary Supplies". RFB No. 2008-212-06-11-rol

BACKGROUND

Contact was made with Emilia Uriegas from the Sheriff's Dept. The monies for this AI are coming from the Commissary Checking Acct, which is handled by the Sheriff's Dept Commissary Supervisor. It does not reflect on the SAGE system.

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:**
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Contact was made with Emilia Uriegas from the Sheriff's Dept. The monies for this AI are coming from the Commissary Checking Acct, which is handled by the Sheriff's Dept Commissary Supervisor. It does not reflect on the SAGE system.

Attachments

Link: Keefe Commissary contract
Link: R & R Distributing contract
Link: participation log
Link: Keefe Supply tab sheet
Link: R & R Distributing tab sheet

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	08/14/2008 02:44 PM	APRV
2	Budget & Management	Veronica Lopez	08/14/2008 02:49 PM	APRV

3	Rey Salazar	Rey Salazar	08/15/2008 02:09 PM	APRV
4	Auditor's Office		08/15/2008 05:32 PM	NEW

Form Started By: Olga Montero

Started On: 08/14/2008 09:17 AM

Final Approval Date: 08/15/2008

REQUIREMENTS AGREEMENT
C-08-212-08-19

THIS AGREEMENT (the "Agreement") is entered into effective as of **August 19, 2008** by and between **Keefe Commissary Network, LLC, a** ("Seller")and **Hidalgo County** ("Buyer").

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

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

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

NOW THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good an valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase from Seller, and Seller agrees to sell to Buyer, all of the Products that Buyer may require for use by Buyer in **"Commissary Supplies"** in the areas of **Hidalgo County** projects for a period of **August 19, 2008** from **August 18, 2009** with the option to renew for an additional **two (2) one (1) year term;** and an additional sixty (60) day grace period, 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: Keefe Commissary Network, LLC
Attn: Terry Schroader, Regional Vice President
3101 Marquis Drive, Suite 200
Garland, TX 75042

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

f. **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

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

h. **Assignment.** This Agreement shall not be assignable.

i. **Headings.** The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

j. **Gender and Number.** All pronouns used in this Agreement shall include the other

gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate

k. **Authority to Execute.** The execution and performance of this Agreement by Buyer and Seller have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of Buyer and Seller in accordance with its terms.

l. **Commitment of Current Revenues Only**. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon sixty (60) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. § 271.903 (Vernon Supp. 1996).

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

n. **Purchasing Ethics**. Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:

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

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

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

APPROVED BY COMMISSIONERS COURT ON, _____.

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

By: _____
Date: 8-13-08

HIDALGO COUNTY

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

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk
Date: _____

Keefe Supply Company
By: _____
Printed Name: _____
Title: _____
Date: _____

EXHIBIT "A"
SPECIFICATIONS

Hidalgo County Sheriff's Office
"Commissary Services"
Bid No.:08-212-06-11-ROL

Exhibit "A"

Specifications

GENERAL REQUIREMENTS

1. The following are the minimum requirements and/or specifications that will be acceptable to the Hidalgo County Sheriff's Office. These requirements and/or specifications may be equal or better. Any bid that does not meet the minimum requirements and/or specifications will be rejected.

2. Hidalgo County Sheriff's Office is seeking to contract with a qualified vendor(s) to furnish "Commissary products" on an "As Needed Basis" including, but not limited to, the following:

TERMS, CONDITIONS AND REQUIREMENTS

1. All costs and expenses associated with the preparation and submission of bids shall be the responsibility of the bidder and no reimbursement for such charges or expenses shall be passed onto Hidalgo County Sheriff's Office.

2. Hidalgo County Sheriff's Office has the authority to utilize State Contracts from its membership with their existing or new cooperatives when ever it is in the County's best interest to do so.

3. All purchases will be on an "**As Needed Basis**", there are no set quantities to be purchased.

4. The initial contract term for this project will be for one (1) year with the County's option to extend for an additional two (2) one (1) year term.

5. Hidalgo County Sheriff's Office reserves the right to continue this bid for an additional sixty (60) day grace period, under the same rates, terms and conditions at the end of the contract term for unforeseen delays in award of new bid for the next contract term.

6. Insurance requirements for this project to be maintained through out the contract term (Refer to limits on the Exhibit "C" for limits).

7. Hidalgo County Sheriff's Office reserves the right to award to the lowest qualified bid on a lump sum basis to one bidder or to multiple bidders if the County determines it is in the best interest to do so.

8. All bid prices for items shall take into consideration shipping and handling costs and any other items mentioned on specifications as part of the fixed item price.

9. Awarded vendor will ensure that all deliveries will be made in full within two (2) to five (5) working days from purchase order.

10. Supplies Required: Hidalgo County Sheriff's Office requires Total/Full Jail Inmate Commissary products such as but not limited to:

    Snacks
    Sugar & artificial sweetener
    Drinks/drink mix
    Candies
    Small supplies such as pens/pencils/envelopes/etc.
    Personal items (combs, lotion, etc.)
    Personal hygiene items
    Dental care items
    Various over -the-counter medications
    Sports bras, women's undergarments, men's undergarments, T-shirts, shower shoes

11. Hidalgo County Sheriff's Office Inventory History: Commissary history for the period of January through December 2006 is as follows:

    Total inventory purchases:

    $ 436,484.62 (Current average daily total detention center population is at 1148).

12. Hidalgo County Sheriff's Office reserves the right to add/delete items as it deems to be in the best interest of the County.

13. Product Containers: No glass or metal containers shall be allowed. Size and type of containers shall be approved by Hidalgo County Sheriff's Office. Hidalgo County Sheriff's Office reserves the right to increase/decrease products offered as it deems to be in the best interest of the County.

14. Security: All security provisions established for the facility shall be strictly followed. Hidalgo County Sheriff's Office reserves the right to enforce existing or establish new security procedures as deemed to be in the best interest of the County in order to maintain safe and orderly operation of the detention facility.

15. All food products must be properly labeled, only fresh and legal products shall be delivered to the Commissary. Item(s) found defective or not meeting specifications shall immediately be picked and replaced by the awarded vendor.

16. Hidalgo County Sheriff's Office reserves the right to search any bags or personal items brought into the jail by the awarded vendor at any time. The County may request a complete list of awarded vendor's employees at any time during this contract which will include name, date of birth, social security number, sex, nationality and driver's license. Vendor's employees shall be in company uniform, and be clearly identified as being employed by the company, and present themselves in a professional manner at all times.

17. Record/Inventory: Hidalgo County Sheriff's Office may require that the vendor provide a monthly inventory to account for commissary activities.

18. Commissary items may be substituted by vendors but, must be equal or better and must be approved by the Hidalgo County Sheriff's Office.

19. **Market Volatility and Unit Price Adjustments:** Hidalgo County recognizes that during periods of national crisis and unstable economic conditions,

unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

A) **Requesting Price Adjustment:** Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.

- A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.

- The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.

- The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.

- No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.

- The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

B) **Price Reduction:** Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market

at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

C) **Time frame for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

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

E) **Dollar Limit to Price Changes:** The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

HIDALGO COUNTY SHERIFF'S OFFICE – COMMISARY ITEMS

1. Hygiene Kit (4" T-Brush / T-Paste 1.05 oz. / Deodorant 0.05 oz.)
2. Almond Joy Bar 1.61.oz
3. Baby Ruth 2.1 oz.
4. Butter Finger Bar 2.1 oz.
5. Snickers Almond Bar 1.76 oz.
6. Milky Way Bar 2.05 oz.
7. Pay Day Bar 1.85 oz.
8. Snickers Bar 2.07 oz.
9. 3 Musketeers Bar 2.13 oz.
10. Skittles "Original Fruits" 2.17 oz. bag
11. M & M Peanuts 1.74 oz. bag
12. Twix Bar 2.0 oz.
13. Peanut Pattie 1.75 oz.
14. Reeses Peanut Butter Cups 1.5 oz.
15. Breath Savers (12 mints) 0.75 oz.
16. Ramen Soups (chili/beef/chicken/shrimp) 3 oz. Clear Pack
17. Chili Corn Nuts
18. Ranch Corn Nuts
19. Original Corn Nuts
20. Salted Peanuts 1.75 oz. bag
21. Beef Jerky Steak 1 oz. stick
22. Chunk Light Tuna 4.23 oz. Pouch
23. Refried Beans Resealable Pouch 6 oz.
24. Nacho Cheese Dip (w/Jalapeno 4 oz. Plastic Tub)
25. Jalapeno Cheese Spread 8 oz. Plastic Tub
26. Jelly (Grape & Strawberry) 12 oz. Squeeze Bottle
27. Peanut Butter Squeezers 1.12 oz.
28. Chili No Beans 11.25oz. Pouch
29. Chili w/Beans 11.25oz. Pouch
30. Hot Chili w/Beans 11.25 oz. Pouch
31. Beef Stew 11.25 oz. Pouch
32. Roast Beef & Gravy 10 oz. Pouch
33. Sardines in Hot Tomato Sauce 3.53oz. Pouch
34. Fish Fillets 3.53oz. Pouch
35. B.B.Q. Potato Chips 1.5 oz. bag
36. Flaming Hot Cheetos 1.5oz. bag
37. BBQ Corn Chips 1.5oz. bag
38. Doritos Nacho Cheese 1.5oz.
39. Tortilla Chips 12oz. bag
40. Tostadas 12oz. pack
41. Snack Crackers 12 oz. box
42. Cookies (duplex/vanilla/chocolate/p-butter) 6 oz. Tray
43. Zinger Cremes 4 oz. pack
44. Apples Pies 4 oz.
45. Cherry Pies 4 oz. pk
46. Cherry Rolls 4 oz.
47. Cinnamon Rolls 4 oz. pk
48. Honey Bun 6oz. pk
49. Chocolate Cupcakes (2-pk) – 4 oz.

Cont' SPECIFICATIONS

50. Moonpies (banana/strawverry/chocolate) 2.75 oz.
51. Coca Cola Classic 20 oz. plastic bottle
52. Sprite 20 oz. plastic bottle
53. Fanta Orange 20 oz. plastic bottle
54. Dr. Pepper 20 oz. plastic bottle
55. Diet Coke 20 oz. plastic bottle
56. Maxwell House Instant Coffee 4 oz. Resealable Clear Pouch
57. Coffee Mug w/Lid 14 oz.
58. Hot Cocoa Mix 1oz. bag
59. Cereal Bowl w/Lid 24 oz.
60. Ozarka Spring Water 20 oz. plastic bottle
61. Sugar Cubes 1 lb. bx
62. White Sport Bras (Medium thru 3xl)
63. White Sweatshirts (Medium thru 4xl)
64. White Boxer Shorts (Small thru 6xl)
65. White Thermal Underwear Set (Small thru 6xl)
66. Men White Crew Neck T-shirts (Medium thru 6xl)
67. White Men Briefs (Small thru 5xl)
68. Mens/Ladies Crew Socks (one size fits all)
69. Ladies Socks
70. White Ladies Panties (Size 5 thru 18)
71. White Mens/Ladies Velcro Tennis Shoes (Size 6-13)
72. Tylenol Extra Strength (2 gel pouch) 50 ct. bx
73. Halls Mentho-Lyptus (9 drops) Stick
74. Advil Coated (2 tablet pouch) 50 ct. box
75. Motrin Ibuprofen (2 tablet pouch) 50 ct. bx
76. Anti Shank Security Toothbrush & Clear Cap
77. Anti-Shank Security Razor - Single Edge
78. Jolly Ranchers 3.7 oz. Assorted Bag
79. Sunflower Kernels 4 oz. bag
80. Starlite Mints 3.75 oz. bag
81. Irish Spring Bar Soap Antibacterial 4.5 oz.
82. Elastic Pony Tailers 18 ct. pk-black
83. St. Valentines Cards (English/Spanish) 6/pk
84. Happy Easter Card (Engligh/Spanish) 6/pk
85. Happy Mother's Day Card (English/Spanish) 6/pk
86. Father's Day Card (English/Spanish) 6/pk
87. Happy Birthday Card (English/Spanish) 6/pk
88. Thanksgiving Day Card (English/Spanish) 6/pk
89. Christmas Card (English/Spanish) 6/pk
90. Oral Pain Relief 0.33 oz. Tube
91. Alcohol - Free Mouthwash 8 oz. Plastic Bottle
92. Alcohol - Free Hair Gel 16 oz. Plastic Bottle
93. Athletes Foot Cream 0.05 oz. Tube
94. Hydrocortisone Cream 1 oz. Tube
95. Chap Stick Lip Balm 15 oz.
96. Hemorrhoidal Ointment 2 oz. Tube
97. Muscle Rub 3 oz. Tube
98. Medicated Chest Rub 3.53 oz.
99. Floss Loops "Mint Flavor" 30 ct. Plastic Bag
100. Eye Drops 0.05 oz.
101. Alka Seltzer (Original Effervescent 2-tablet Pouch) 116.ct. box
102. Alka Seltzer (Plus Cold Effervescent 2-tablet Pouch) 72 ct. bx
103. Rolaids Antacid (12 Tablets) Stick

Con't- SPECIFICATIONS

104. Acne Gel Medication 1 oz. Tube
105. Contact Lens M/P Solution 8 oz.
106. Legal Gummed Pads (8 ½ x 11")
107. 3 1/2" Flexible Pencil
108. Bubble Cushioned Envelope (6" x 9")
109. #10 White Security Envelopes
110. No Clasp Envelope (9" x 12")
111. Twin Pocket Folders
112. Dictionary (English - Spanish & English)
113. Word Seek Puzzles Books
114. Sketch Pads (50 Sheets)
115. Playing Cards Deck
116. 4 ½" Flexible Black Ink Pen
117. Tracing Paper Pad (40 Sheets)
118. Tan PVC Shower Sandals (Size 8 thru 13)
119. Colgate "Red Gel" Toothpaste 4.2 oz.
120. Close Up "Red Gel" Toothpaste 4.0 oz.
121. Dove Bar Soap 3.15 oz.
122. Zest Bar Soap 3.2 oz.
123. Three Flowers Brilliantine 4 oz.
124. Dandruff Shampoo & Conditioner 14.2 oz.
125. Lice Control Shampoo 2 oz.
126. Nair Hair Removal 9 oz.
127. Speed Stick Aqua Sport Anti-Perspirant Gel 3 oz.
128. Razorless Hair Removing Cream 6 oz.
129. After Shave Lotion 4 oz.
130. Baby Lotion 15 oz.
131. Shaving Gel 3 oz. Clear Tube
132. White Hankerchief (15" x 15")
133. VO5 Extra Body Shampoo 15.0 oz.
134. VO5 Extra Body Conditioner 15.0 oz.
135. Suave Powder Fresh Deodorant 1.7 oz. Clear
136. Hinged Soap Dish Box- Regular Size
137. Greaseless Skin Cream 4.5 oz.
138. Cocoa Butter Moisturizing Soap 3.6 oz.
139. Hair Moisturizer 4 oz. Tube
140. Palm Hair Brush Flexible - Black
141. Tampons - Singles (Regular/Super/Junior) 40 ct. Box
142. Disposable Douche 6 oz.
143. White Washcloth (12"x12")

EXHIBIT "B"
PAYMENT SCHEDULE

Hidalgo County Sheriff's Office
"Commissary Items"
Bid No.:2008-212-06-11-ROL

Exhibit "B"
Bid Page

Items

1. Hygiene Kit(4"T-Brush/T-Paste 1.05 oz./Soap 1.5 oz/Deodorant0.05 oz.) **Unit Price** $ NO BID
2. Almond Joy Bar 1.61.oz **Unit Price** $.55 (1.76oz)
3. Baby Ruth 2.1 oz. **Unit Price** $.55
4. Butter Finger Bar 2.1 oz. **Unit Price** $.55
5. Snickers Almond Bar 1.76 oz. **Unit Price** $.55
6. Milky Way Bar 2.05 oz. **Unit Price** $.55
7. Pay Day Bar 1.85 oz. **Unit Price** $.55
8. Snickers Bar 2.07 oz. **Unit Price** $.55
9. 3 Musketeers Bar 2.13 oz. **Unit Price** $.55
10. Skittles "Original Fruits" 2.17 oz. bag **Unit Price** $.55
11. M & M Peanuts 1.74 oz. bag **Unit Price** $.55
12. Twix Bar 2.0 oz. **Unit Price** $.55
13. Peanut Pattie 1.75 oz. **Unit Price** $.37
14. Reeses Peanut Butter Cups 1.5 oz. **Unit Price** $.55
15. Breath Savers (12 mints) 0.75 oz. **Unit Price** $.55
16. Ramen Soups (chili/beef/chicken/shrimp) 3 oz. Clear Pack **Unit Price** $.20
17. Chili Corn Nuts 1.4 oz. pack **Unit Price** $.34
18. Ranch Corn Nuts 1.4 oz. pack **Unit Price** $.34
19. Original Corn Nuts 1.4 oz. pack **Unit Price** $NO BID
20. Salted Peanuts 1.75 oz. bag **Unit Price** $.20
21. Beef Jerky Steak 1 oz. stick **Unit Price** $.70
22. Chunk Light Tuna 4.23 oz. Pouch **Unit Price** $.79
23. Refried Beans Resealable Pouch 6 oz. **Unit Price** $.79 (8 oz)
24. Nacho Cheese Dip (w/Jalapeno 4 oz. Plastic Tub) **Unit Price** $1.43
25. Jalapeno Cheese Spread 8 oz. Plastic Tub **Unit Price** $.70
26. Jelly (Grape & Strawberry) 12 oz. Squeeze Bottle **Unit Price** $

Strawberry $1.35
Grape $1.17

27. Peanut Butter Squeezers 1.12 oz. **Unit Price** $ .12

28. Chili No Beans 11.25oz. Pouch **Unit Price** $ .84

29. Chili w/Beans 11.25oz. Pouch **Unit Price** $ .84

30. Hot Chili w/Beans 11.25 oz. Pouch **Unit Price** $ .84

31. Beef Stew 11.25 oz. Pouch **Unit Price** $ .94

32. Roast Beef & Gravy 10 oz. Pouch **Unit Price** $ 1.71

33. Sardines in Hot Tomato Sauce 3.53oz. Pouch **Unit Price** $ .70

34. Fish Fillets 3.53oz. Pouch **Unit Price** $ 1.00

35. B.B.Q. Potato Chips 1.5 oz. bag **Unit Price** $ .23

36. Flaming Hot Cheetos 1.5oz. bag **Unit Price** $ .93

37. BBQ Corn Chips 1.5oz. bag **Unit Price** $ .20 (Hot Corn Chip)(1.5oz)

38. Doritos Nacho Cheese 1.5oz. **Unit Price** $ .20

39. Tortilla Chips 12oz. bag **Unit Price** $ 1.00

40. Tostadas 12oz. pack **Unit Price** $ No Bid

41. Snack Crackers 12 oz. box **Unit Price** $ 1.27 (16oz)

42. Cookies (duplex/vanilla/chocolate/p-butter) 6 oz. Tray **Unit Price** $ .55

43. Zinger Cremes 4 oz. pack **Unit Price** $ No Bid

44. Apples Pies 4 oz. **Unit Price** $ .40 (Bear claw) (5oz)

45. Cherry Pies 4 oz. pk **Unit Price** $ No Bid

46. Cherry Rolls 4 oz. **Unit Price** $ .32 (Strawberry Donuts)

47. Cinnamon Rolls 4 oz. pk **Unit Price** $ .40

48. Honey Bun 6oz. pk **Unit Price** $ .45

49. Chocolate Cupcakes (2-pk) - 4 oz. **Unit Price** $ .50

50. Moonpies (banana/strawverry/chocolate) 2.75 oz. **Unit Price** $ .28

51. Coca Cola Classic 20 oz. plastic bottle **Unit Price** $ .80

52. Sprite 20 oz. plastic bottle **Unit Price** $ .80

53. Fanta Orange 20 oz. plastic bottle **Unit Price** $ .80

54. Dr. Pepper 20 oz. plastic bottle **Unit Price** $ .85

55. Diet Coke 20 oz. plastic bottle **Unit Price** $ .80

56. Instant Coffee 4 oz. Resealable Clear Pouch **Unit Price** $ 1.85

57. Coffee Mug w/Lid 14 oz. **Unit Price** $ 1.16 (22oz)

58. Hot Cocoa Mix 1oz. bag **Unit Price** $ .10

59. Cereal Bowl w/Lid 24 oz. **Unit Price** $ .36

60. Ozarka Spring Water 20 oz. plastic bottle **Unit Price** $ .35

61. Sugar Cubes 1 lb. bx **Unit Price** $ 2.40

62. White Sport Bras (Medium thru 3xl) **Unit Price** $ 6.19

63. White Sweatshirts (Medium thru 4xl) **Unit Price** $ Med-2XL- $10.00 3XL- $11.00 4XL- $12.00

64. White Boxer Shorts (Small thru 6xl) **Unit Price** $ SM-L-$2.19 XL-2.29 -2XL-3.4

65. White Thermal Underwear Set (Small thru 6xl) **Unit Price** $ Sm-XL= $3.15 2XL-4XL= $3.6 5XL- $4.10 6XL-4.55

66. Men White Crew Neck T-shirts (Medium thru 6xl) **Unit Price** $ Med-XL- $1.83 2XL-3XL $2.18 4XL-6XL = $3.10

67. White Men Briefs (Small thru 5xl) **Unit Price** $ SM-XL= $1.22 2XL=1.62 3XL=1.64

68. Mens/Ladies Crew Socks (one size fits all) **Unit Price** $ .60

69. White Ladies Panties (Size 5 thru 18) **Unit Price** $ →ALL 3 PACKS 5-10 $3.90 11-14= $4.90

70. White Mens/Ladies Velcro Tennis Shoes (Size 6-13) **Unit Price** $ No Bid

71. Tylenol Extra Strength (2 gel pouch) 50 ct. bx **Unit Price** $ .60

72. Halls Mentho-Lyptus (9 drops) Stick **Unit Price** $ 1.10

73. Advil Coated (2 tablet pouch) 50 ct. box **Unit Price** $ .39

74. Motrin Ibuprofen (2 tablet pouch) 50 ct. bx **Unit Price** $ 1.11

75. Anti Shank Security Toothbrush & Clear Cap **Unit Price** $ Toothbrush = $.05 Cap = $.01

76. Anti-Shank Security Razor - Single Edge **Unit Price** $ .20

77. Jolly Ranchers 3.7 oz. Assorted Bag **Unit Price** $ .89

78. Sunflower Kernels 4 oz. bag **Unit Price** $ .38 (3.25oz)

79. Starlite Mints 3.75 oz. bag **Unit Price** $ .30

80. Irish Spring Bar Soap Antibacterial 4.5 oz. **Unit Price** $ .73 (4.0 oz)

81. Elastic Pony Tailers 18 ct. pk-black **Unit Price** $ .90

82. St. Valentines Cards (English/Spanish) 6/pk **Unit Price** $ .29

83. Happy Easter Card (Englich/Spanish) 6/pk **Unit Price** $ .29

84. Happy Mother's Day Card (English/Spanish) 6/pk **Unit Price** $ .29

85. Father's Day Card (English/Spanish) 6/pk **Unit Price** $ .29

86. Happy Birthday Card (English/Spanish) 6/pk **Unit Price** $ .29

87. Thanksgiving Day Card (English/Spanish) 6/pk **Unit Price** $ .29

88. Christmas Card (English/Spanish) 6/pk **Unit Price** $ .29

89. Oral Pain Relief 0.33 oz. Tube **Unit Price** $ .97

90. Alcohol - Free Mouthwash 8 oz. Plastic Bottle **Unit Price** $ .55

91. Alcohol - Free Hair Gel 16 oz. Plastic Bottle **Unit Price** $ 1.50 (8oz)

92. Athletes Foot Cream 0.05 oz. Tube **Unit Price** $ No Bid

93. Hydrocortisone Cream 1 oz. Tube **Unit Price** $ .89

94. Chap Stick Lip Balm 15 oz. **Unit Price** $ 1.04

95. Hemorrhoidal Ointment 2 oz. Tube **Unit Price** $ 2.36

96. Muscle Rub 3 oz. Tube **Unit Price** $ 1.35

97. Medicated Chest Rub 3.53 oz. **Unit Price** $ .97

98. Floss Loops "Mint Flavor" 30 ct. Plastic Bag **Unit Price** $ No Bid

99. Eye Drops 0.05 oz. **Unit Price** $ 1.65

100. Alka Seltzer (Original Effervescent 2-tablet Pouch) 116.ct. box

Unit Price $ No Bid

101. Alka Seltzer (Plus Cold Effervescent 2-tablet Pouch)
72 ct. bx **Unit Price** $ .66

102. Rolaids Antacid (12 Tablets) Stick **Unit Price** $ .47

103. Acne Gel Medication 1 oz. Tube **Unit Price** $ 1.08

104. Contact Lens M/P Solution 8 oz. **Unit Price** $ No Bid

105. Legal Gummed Pads (8 ½ x 11") **Unit Price** $ .42

106. 3 1/2" Flexible Pencil **Unit Price** $ No Bid

107. Bubble Cushioned Envelope (6" x 9") **Unit Price** $ No Bid

108. #10 White Security Envelopes **Unit Price** $ .71

109. No Clasp Envelope (9" x 12") **Unit Price** $ .07

110. Twin Pocket Folders **Unit Price** $ No Bid

111. Dictionary (English - Spanish & English) **Unit Price** $ 1.13

112. Word Seek Puzzles Books **Unit Price** $ No Bid

113. Sketch Pads (50 Sheets) **Unit Price** $ No Bid

114. Playing Cards Deck **Unit Price** $ 1.70

115. 4 ½" Flexible Black Ink Pen **Unit Price** $ .31

116. Tracing Paper Pad (40 Sheets) **Unit Price** $ No Bid

117. Tan PVC Shower Sandals (Size 8 thru 13) **Unit Price** $ Sm-XL-$1.50 2XL-$2.56

118. Colgate "Red Gel" Toothpaste 4.2 oz. **Unit Price** $ 1.52 (Clear Gel)

119. Close Up "Red Gel" Toothpaste 4.0 oz. **Unit Price** $ 1.05

120. Dove Bar Soap 3.15 oz. **Unit Price** $ 1.09

121. Zest Bar Soap 3.2 oz. **Unit Price** $ .69

122. Three Flowers Brilliantine 4 oz. **Unit Price** $ 1.41

123. Dandruff Shampoo & Conditioner 14.2 oz. **Unit Price** $ .99 (12oz)

124. Lice Control Shampoo 2 oz. **Unit Price** $ No Bid

125. Nair Hair Removal 9 oz. **Unit Price** $ No Bid

126. Speed Stick Aqua Sport Anti-Perspirant Gel 3 oz. **Unit Price** $ 1.78 (2oz)

127. Razorless Hair Removing Cream 6 oz. **Unit Price** $ 2.46

128. After Shave Lotion 4 oz. **Unit Price** $ 1.02

129. Baby Lotion 15 oz. **Unit Price** $ .33 (4oz)

130. Shaving Gel 3 oz. Clear Tube **Unit Price** $ 1.00 (7oz)

131. White Hankerchief (15" x 15") **Unit Price** $ .49

132. VO5 Extra Body Shampoo 15.0 oz. **Unit Price** $ 1.09

133. VO5 Extra Body Conditioner 15.0 oz. **Unit Price** $ 1.09

134. Suave Powder Fresh Deodorant 1.7 oz. Clear **Unit Price** $ 1.25

135. Hinged Soap Dish Box- Regular Size **Unit Price** $ .24

136. Greaseless Skin Cream 4.5 oz. **Unit Price** $ 1.00

137. Cocoa Butter Moisturizing Soap 3.6 oz. **Unit Price** $ 1.00

138. Hair Moisturizer 4 oz. Tube **Unit Price** $ 1.62

139. Palm Hair Brush Flexible - Black **Unit Price** $ 3.27

140. Tampons - Singles (Regular/Super/Junior) 40 ct. Box **Unit Price** $ .29

141. Disposable Douche 6 oz. **Unit Price** $ 1.12

142. White Washcloth (12"x12") **Unit Price** $ .16

EXHIBIT "C"
INSURANCE REQUIREMENTS

ACORD. CERTIFICATE OF LIABILITY INSURANCE

CENTR-3 08/12/08

PRODUCER
Wells Fargo Insurance Services
of Missouri
1401 S. Brentwood Blvd Ste 625
St. Louis MO 63144
Phone: 314-918-8000 Fax: 314-919-1101

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

Keefe Commissary Network, LLC
10880 Linpage Place
St. Louis, MO 63132

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Great Northern Insurance Co.	20303
INSURER B: Federal Insurance Company	20281
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [X] LOC	7321-00-90	01/01/08	01/01/09	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ INCLUDED $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B		AUTOMOBILE LIABILITY [X] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS	7321-00-92	01/01/08	01/01/09	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
		GARAGE LIABILITY [ ] ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
		EXCESS/UMBRELLA LIABILITY [ ] OCCUR [ ] CLAIMS MADE [ ] DEDUCTIBLE [ ] RETENTION $				EACH OCCURRENCE AGGREGATE	$ $ $ $ $
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	7165-55-50	01/01/08	01/01/09	[X] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
		OTHER					

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

Certificate holder shown below is included as an Additional Insured as respects General Liability coverages shown regarding operations of the named insured.

CERTIFICATE HOLDER

HIDALGO

Hidalgo County
4th Floor - Admin. Bldg
100 East Cano Street
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

© ACORD CORPORATION 1988

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

REQUIREMENTS AGREEMENT
C-08-212A-08-19

THIS AGREEMENT (the "Agreement") is entered into effective as of **August 19, 2008** by and between **Rene Lucio d/b/a R & R Distributing, (individual proprietor)** a resident of Hidalgo County, Texas ("Seller") and **Hidalgo County** ("Buyer").

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

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

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

NOW THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good an valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase from Seller, and Seller agrees to sell to Buyer, all of the Products that Buyer may require for use by Buyer in **"Commissary Supplies"** in the areas of **Hidalgo County** projects for a period of **August 19, 2008** from **August 18, 2009** with the option to renew for an additional **two (2) one (1) year term**; and an additional sixty (60) day grace period, 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: Rene Lucio d/b/a R&R Distributing
5705 E. Texas Rd.
Edinburg, Texas 78539

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

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: 6-13-08

HIDALGO COUNTY

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

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk
Date: _____

Vendor _____
By: _____
Printed Name: _____
Title: _____
Date: _____

EXHIBIT "A"
SPECIFICATIONS

Hidalgo County Sheriff's Office
"Commissary Services"
Bid No.:08-212-06-11-ROL

Exhibit "A"

Specifications

GENERAL REQUIREMENTS

1. The following are the minimum requirements and/or specifications that will be acceptable to the Hidalgo County Sheriff's Office. These requirements and/or specifications may be equal or better. Any bid that does not meet the minimum requirements and/or specifications will be rejected.

2. Hidalgo County Sheriff's Office is seeking to contract with a qualified vendor(s) to furnish "Commissary products" on an "As Needed Basis" including, but not limited to, the following:

TERMS, CONDITIONS AND REQUIREMENTS

1. All costs and expenses associated with the preparation and submission of bids shall be the responsibility of the bidder and no reimbursement for such charges or expenses shall be passed onto Hidalgo County Sheriff's Office.

2. Hidalgo County Sheriff's Office has the authority to utilize State Contracts from its membership with their existing or new cooperatives when ever it is in the County's best interest to do so.

3. All purchases will be on an "**As Needed Basis**", there are no set quantities to be purchased.

4. The initial contract term for this project will be for one (1) year with the County's option to extend for an additional two (2) one (1) year term.

5. Hidalgo County Sheriff's Office reserves the right to continue this bid for an additional sixty (60) day grace period, under the same rates, terms and conditions at the end of the contract term for unforeseen delays in award of new bid for the next contract term.

6. Insurance requirements for this project to be maintained through out the contract term (Refer to limits on the Exhibit "C" for limits).

7. Hidalgo County Sheriff's Office reserves the right to award to the lowest qualified bid on a lump sum basis to one bidder or to multiple bidders if the County determines it is in the best interest to do so.

8. All bid prices for items shall take into consideration shipping and handling costs and any other items mentioned on specifications as part of the fixed item price.

9. Awarded vendor will ensure that all deliveries will be made in full within two (2) to five (5) working days from purchase order.

10. Supplies Required: Hidalgo County Sheriff's Office requires Total/Full Jail Inmate Commissary products such as but not limited to:

    Snacks
    Sugar & artificial sweetener
    Drinks/drink mix
    Candies
    Small supplies such as pens/pencils/envelopes/etc.
    Personal items (combs, lotion, etc.)
    Personal hygiene items
    Dental care items
    Various over -the-counter medications
    Sports bras, women's undergarments, men's undergarments, T-shirts, shower shoes

11. Hidalgo County Sheriff's Office Inventory History: Commissary history for the period of January through December 2006 is as follows:

    Total inventory purchases:

    $ 436,484.62 (Current average daily total detention center population is at 1148).

12. Hidalgo County Sheriff's Office reserves the right to add/delete items as it deems to be in the best interest of the County.

13. Product Containers: No glass or metal containers shall be allowed. Size and type of containers shall be approved by Hidalgo County Sheriff's Office. Hidalgo County Sheriff's Office reserves the right to increase/decrease products offered as it deems to be in the best interest of the County.

14. Security: All security provisions established for the facility shall be strictly followed. Hidalgo County Sheriff's Office reserves the right to enforce existing or establish new security procedures as deemed to be in the best interest of the County in order to maintain safe and orderly operation of the detention facility.

15. All food products must be properly labeled, only fresh and legal products shall be delivered to the Commissary. Item(s) found defective or not meeting specifications shall immediately be picked and replaced by the awarded vendor.

16. Hidalgo County Sheriff's Office reserves the right to search any bags or personal items brought into the jail by the awarded vendor at any time. The County may request a complete list of awarded vendor's employees at any time during this contract which will include name, date of birth, social security number, sex, nationality and driver's license. Vendor's employees shall be in company uniform, and be clearly identified as being employed by the company, and present themselves in a professional manner at all times.

17. Record/Inventory: Hidalgo County Sheriff's Office may require that the vendor provide a monthly inventory to account for commissary activities.

18. Commissary items may be substituted by vendors but, must be equal or better and must be approved by the Hidalgo County Sheriff's Office.

19. **Market Volatility and Unit Price Adjustments:** Hidalgo County recognizes that during periods of national crisis and unstable economic conditions,

unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

A) Requesting Price Adjustment: Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.

- A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier=s advisory or notification to the vendor of the price changes.

- The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.

- The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.

- No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.

- The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

B) Price Reduction: Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market

at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

C) **Time frame for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

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

E) **Dollar Limit to Price Changes:** The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

HIDALGO COUNTY SHERIFF'S OFFICE - COMMISARY ITEMS

1. Hygiene Kit (4" T-Brush / T-Paste 1.05 oz. / Soap 1.5 oz/ Deodorant 0.05 oz.)
2. Almond Joy Bar 1.61.oz
3. Baby Ruth 2.1 oz.
4. Butter Finger Bar 2.1 oz.
5. Snickers Almond Bar 1.76 oz.
6. Milky Way Bar 2.05 oz.
7. Pay Day Bar 1.85 oz.
8. Snickers Bar 2.07 oz.
9. 3 Musketeers Bar 2.13 oz.
10. Skittles "Original Fruits" 2.17 oz. bag
11. M & M Peanuts 1.74 oz. bag
12. Twix Bar 2.0 oz.
13. Peanut Pattie 1.75 oz.
14. Reeses Peanut Butter Cups 1.5 oz.
15. Breath Savers (12 mints) 0.75 oz.
16. Ramen Soups (chili/beef/chicken/shrimp) 3 oz. Clear Pack
17. Chili Corn Nuts 1.4 oz pack
18. Ranch Corn Nuts 1.4 oz pack
19. Original Corn Nuts 1.4 oz pack
20. Salted Peanuts 1.75 oz. bag
21. Beef Jerky Steak 1 oz. stick
22. Chunk Light Tuna 4.23 oz. Pouch
23. Refried Beans Resealable Pouch 6 oz.
24. Nacho Cheese Dip (w/Jalapeno 4 oz. Plastic Tub)
25. Jalapeno Cheese Spread 8 oz. Plastic Tub
26. Jelly (Grape & Strawberry) 12 oz. Squeeze Bottle
27. Peanut Butter Squeezers 1.12 oz.
28. Chili No Beans 11.25oz. Pouch
29. Chili w/Beans 11.25oz. Pouch
30. Hot Chili w/Beans 11.25 oz. Pouch
31. Beef Stew 11.25 oz. Pouch
32. Roast Beef & Gravy 10 oz. Pouch
33. Sardines in Hot Tomato Sauce 3.53oz. Pouch
34. Fish Fillets 3.53oz. Pouch
35. B.B.Q. Potato Chips 1.5 oz. bag
36. Flaming Hot Cheetos 1.5oz. bag
37. BBQ Corn Chips 1.5oz. bag
38. Doritos Nacho Cheese 1.5oz.
39. Tortilla Chips 12oz. bag
40. Tostadas 12oz. pack
41. Snack Crackers 12 oz. box
42. Cookies (duplex/vanilla/chocolate/p-butter) 6 oz. Tray
43. Zinger Cremes 4 oz. pack
44. Apples Pies 4 oz.
45. Cherry Pies 4 oz. pk
46. Cherry Rolls 4 oz.
47. Cinnamon Rolls 4 oz. pk
48. Honey Bun 6oz. pk
49. Chocolate Cupcakes (2-pk) - 4 oz.

Cont' SPECIFICATIONS

50. Moonpies (banana/strawverry/chocolate) 2.75 oz.
51. Coca Cola Classic 20 oz. plastic bottle
52. Sprite 20 oz. plastic bottle
53. Fanta Orange 20 oz. plastic bottle
54. Dr. Pepper 20 oz. plastic bottle
55. Diet Coke 20 oz. plastic bottle
56. Instant Coffee 4 oz. Resealable Clear Pouch
57. Coffee Mug w/Lid 14 oz.
58. Hot Cocoa Mix 1oz. bag
59. Cereal Bowl w/Lid 24 oz.
60. Ozarka Spring Water 20 oz. plastic bottle
61. Sugar Cubes 1 1b. bx
62. White Sport Bras (Medium thru 3xl)
63. White Sweatshirts (Medium thru 4xl)
64. White Boxer Shorts (Small thru 6xl)
65. White Thermal Underwear Set (Small thru 6xl)
66. Men White Crew Neck T-shirts (Medium thru 6xl)
67. White Men Briefs (Small thru 5xl)
68. Mens/Ladies Crew Socks (one size fits all)
69. White Ladies Panties (Size 5 thru 18)
70. White Mens/Ladies Velcro Tennis Shoes (Size 6-13)
71. Tylenol Extra Strength (2 gel pouch) 50 ct. bx
72. Halls Mentho-Lyptus (9 drops) Stick
73. Advil Coated (2 tablet pouch) 50 ct. box
74. Motrin Ibuprofen (2 tablet pouch) 50 ct. bx
75. Anti Shank Security Toothbrush & Clear Cap
76. Anti-Shank Security Razor - Single Edge
77. Jolly Ranchers 3.7 oz. Assorted Bag
78. Sunflower Kernels 4 oz. bag
79. Starlite Mints 3.75 oz. bag
80. Irish Spring Bar Soap Antibacterial 4.5 oz.
81. Elastic Pony Tailers 18 ct. pk-black
82. St. Valentines Cards (English/Spanish) 6/pk
83. Happy Easter Card (Engligh/Spanish) 6/pk
84. Happy Mother's Day Card (English/Spanish) 6/pk
85. Father's Day Card (English/Spanish) 6/pk
86. Happy Birthday Card (English/Spanish) 6/pk
87. Thanksgiving Day Card (English/Spanish) 6/pk
88. Christmas Card (English/Spanish) 6/pk
89. Oral Pain Relief 0.33 oz. Tube
90. Alcohol - Free Mouthwash 8 oz. Plastic Bottle
91. Alcohol - Free Hair Gel 16 oz. Plastic Bottle
92. Athletes Foot Cream 0.05 oz. Tube
93. Hydrocortisone Cream 1 oz. Tube
94. Chap Stick Lip Balm 15 oz.
95. Hemorrhoidal Ointment 2 oz. Tube
96. Muscle Rub 3 oz. Tube
97. Medicated Chest Rub 3.53 oz.
98. Floss Loops "Mint Flavor" 30 ct. Plastic Bag
99. Eye Drops 0.05 oz.
100. Alka Seltzer (Original Effervescent 2-tablet Pouch) 116.ct. box
101. Alka Seltzer (Plus Cold Effervescent 2-tablet Pouch) 72 ct. bx
102. Rolaids Antacid (12 Tablets) Stick

Con't- SPECIFICATIONS

103. Acne Gel Medication 1 oz. Tube
104. Contact Lens M/P Solution 8 oz.
105. Legal Gummed Pads (8 ½ x 11")
106. 3 1/2" Flexible Pencil
107. Bubble Cushioned Envelope (6" x 9")
108. #10 White Security Envelopes
109. No Clasp Envelope (9" x 12")
110. Twin Pocket Folders
111. Dictionary (English - Spanish & English)
112. Word Seek Puzzles Books
113. Sketch Pads (50 Sheets)
114. Playing Cards Deck
115. 4 ½" Flexible Black Ink Pen
116. Tracing Paper Pad (40 Sheets)
117. Tan PVC Shower Sandals (Size 8 thru 13)
118. Colgate "Red Gel" Toothpaste 4.2 oz.
119. Close Up "Red Gel" Toothpaste 4.0 oz.
120. Dove Bar Soap 3.15 oz.
121. Zest Bar Soap 3.2 oz.
122. Three Flowers Brilliantine 4 oz.
123. Dandruff Shampoo & Conditioner 14.2 oz.
124. Lice Control Shampoo 2 oz.
125. Nair Hair Removal 9 oz.
126. Speed Stick Aqua Sport Anti-Perspirant Gel 3 oz.
127. Razorless Hair Removing Cream 6 oz.
128. After Shave Lotion 4 oz.
129. Baby Lotion 15 oz.
130. Shaving Gel 3 oz. Clear Tube
131. White Hankerchief (15" x 15")
132. VO5 Extra Body Shampoo 15.0 oz.
133. VO5 Extra Body Conditioner 15.0 oz.
134. Suave Powder Fresh Deodorant 1.7 oz. Clear
135. Hinged Soap Dish Box- Regular Size
136. Greaseless Skin Cream 4.5 oz.
137. Cocoa Butter Moisturizing Soap 3.6 oz.
138. Hair Moisturizer 4 oz. Tube
139. Palm Hair Brush Flexible - Black
140. Tampons - Singles (Regular/Super/Junior) 40 ct. Box
141. Disposable Douche 6 oz.
142. White Washcloth (12"x12")

EXHIBIT "B"
PAYMENT SCHEDULE

Hidalgo County Sheriff's Office
"Commissary Items"
Bid No.: 2008-212-06-11-ROL

Exhibit "B"

Bid Page

Items

1. Hygiene Kit(4"T-Brush/T-Paste 1.05 oz./Soap 1.5 oz./Deodorant0.05 oz.) **Unit Price $0.79**
2. Almond Joy Bar 1.61.oz **Unit Price $0.51**
3. Baby Ruth 2.1 oz. **Unit Price $0.51**
4. Butter Finger Bar 2.1 oz. **Unit Price $0.51**
5. Snickers Almond Bar 1.76 oz. **Unit Price $0.51**
6. Milky Way Bar 2.05 oz. **Unit Price $0.51**
7. Pay Day Bar 1.85 oz. **Unit Price $0.51**
8. Snickers Bar 2.07 oz. **Unit Price $0.51**
9. 3 Musketeers Bar 2.13 oz. **Unit Price $0.51**
10. Skittles "Original Fruits" 2.17 oz. bag **Unit Price $0.51**
11. M & M Peanuts 1.74 oz. bag **Unit Price $0.51**
12. Twix Bar 2.0 oz. **Unit Price $0.51**
13. Peanut Pattie 1.75 oz. **Unit Price $0.51**
14. Reeses Peanut Butter Cups 1.5 oz. **Unit Price $0.51**
15. Breath Savers (12 mints) 0.75 oz. **Unit Price $0.51**
16. Ramen Soups (chili/beef/chicken/shrimp) 3 oz. Clear Pack **Unit Price $0.21**
17. Chili Corn Nuts 1.4 oz. pack **Unit Price $0.39**
18. Ranch Corn Nuts 1.4 oz. pack **Unit Price $0.39**
19. Original Corn Nuts 1.4 oz. pack **Unit Price $0.39**
20. Salted Peanuts 1.75 oz. bag **Unit Price $0.29**
21. Beef Jerky Steak 1 oz. stick **Unit Price $0.80**
22. Chunk Light Tuna 4.23 oz. Pouch **Unit Price $1.19**
23. Refried Beans Resealable Pouch 6 oz. **Unit Price $1.52**
24. Nacho Cheese Dip (w/Jalapeno 4 oz. Plastic Tub) **Unit Price $0.92**

25. Jalapeno Cheese Spread 8 oz. Plastic Tub **Unit Price** $0.92

26. Jelly (Grape & Strawberry) 12 oz. Squeeze Bottle **Unit Price** $-0-

27. Peanut Butter Squeezers 1.12 oz. **Unit Price** $-0-

28. Chili No Beans 11.25oz. Pouch **Unit Price** $-0-

29. Chili w/Beans 11.25oz. Pouch **Unit Price** $-0-

30. Hot Chili w/Beans 11.25 oz. Pouch **Unit Price** $-0-

31. Beef Stew 11.25 oz. Pouch **Unit Price** $-0-

32. Roast Beef & Gravy 10 oz. Pouch **Unit Price** $-0-

33. Sardines in Hot Tomato Sauce 3.53oz. Pouch **Unit Price** $-0-

34. Fish Fillets 3.53oz. Pouch **Unit Price** $-0-

35. B.B.Q. Potato Chips 1.5 oz. bag **Unit Price** $0.26

36. Flaming Hot Cheetos 1.5oz. bag **Unit Price** $0.26

37. BBQ Corn Chips 1.5oz. bag **Unit Price** $0.26

38. Doritos Nacho Cheese 1.5oz. **Unit Price** $0.26

39. Tortilla Chips 12oz. bag **Unit Price** $1.51
Substition: 16 oz.

40. Tostadas 12oz. pack **Unit Price** $1.55

41. Snack Crackers 12 oz. box **Unit Price** $1.30

42. Cookies (duplex/vanilla/chocolate/p-butter) 6 oz. Tray **Unit Price** $0.45

43. Zinger Cremes 4 oz. pack **Unit Price** $0.59

44. Apples Pies 4 oz. **Unit Price** $0.59

45. Cherry Pies 4 oz. pk **Unit Price** $0.59

46. Cherry Rolls 4 oz. **Unit Price** $0.59

47. Cinnamon Rolls 4 oz. pk **Unit Price** $0.59

48. Honey Bun 6oz. pk **Unit Price** $0.59

49. Chocolate Cupcakes (2-pk) - 4 oz. **Unit Price** $0.59

50. Moonpies (banana/strawverry/chocolate) 2.75 oz. **Unit Price** $0.35

51. Coca Cola Classic 20 oz. plastic bottle **Unit Price** $0.90

52. Sprite 20 oz. plastic bottle **Unit Price** $0.90

53. Fanta Orange 20 oz. plastic bottle **Unit Price** $0.90

54. Dr. Pepper 20 oz. plastic bottle **Unit Price** $0.90

55. Diet Coke 20 oz. plastic bottle **Unit Price** $0.90

56. Instant Coffee 4 oz. Resealable Clear Pouch **Unit Price** $4.39

57. Coffee Mug w/Lid 14 oz. **Unit Price** $1.69

58. Hot Cocoa Mix 1oz. bag **Unit Price** $0.39

59. Cereal Bowl w/Lid 24 oz. **Unit Price** $1.59

60. Ozarka Spring Water 20 oz. plastic bottle **Unit Price** $0.39

61. Sugar Cubes 1 1b. bx **Unit Price** $1.99

62. White Sport Bras (Medium thru 3xl) **Unit Price** $4.00

63. White Sweatshirts (Medium thru 4xl) **Unit Price** $5.99

64. White Boxer Shorts (Small thru 6xl) **Unit Price** $3.39

65. White Thermal Underwear Set (Small thru 6xl) **Unit Price** $8.00

66. Men White Crew Neck T-shirts (Medium thru 6xl) **Unit Price** $2.90

67. White Men Briefs (Small thru 5xl) **Unit Price** $0.99

68. Mens/Ladies Crew Socks (one size fits all) **Unit Price** $0.72

69. White Ladies Panties (Size 5 thru 18) **Unit Price** $1.97

70. White Mens/Ladies Velcro Tennis Shoes (Size 6-13) **Unit Price** $-0-

71. Tylenol Extra Strength (2 gel pouch) 50 ct. bx **Unit Price** $0.39

72. Halls Mentho-Lyptus (9 drops) Stick **Unit Price** $0.49

73. Advil Coated (2 tablet pouch) 50 ct. box **Unit Price** $0.39

74. Motrin Ibuprofen (2 tablet pouch) 50 ct. bx **Unit Price** $0.39

75. Anti Shank Security Toothbrush & Clear Cap **Unit Price** $0.25

76. Anti-Shank Security Razor - Single Edge **Unit Price** $0.20

77. Jolly Ranchers 3.7 oz. Assorted Bag **Unit Price** $0.81

78. Sunflower Kernels 4 oz. bag **Unit Price** $0.82

79. Starlite Mints 3.75 oz. bag **Unit Price** $0.81

80. Irish Spring Bar Soap Antibacterial 4.5 oz. **Unit Price** $0.56

81. Elastic Pony Tailers 18 ct. pk-black **Unit Price** $0.11

82. St. Valentines Cards (English/Spanish) 6/pk **Unit Price** $0.35

83. Happy Easter Card (Engligh/Spanish) 6/pk **Unit Price** $0.35

84. Happy Mother's Day Card (English/Spanish) 6/pk **Unit Price** $0.35

85. Father's Day Card (English/Spanish) 6/pk **Unit Price** $0.35

86. Happy Birthday Card (English/Spanish) 6/pk **Unit Price** $0.35

87. Thanksgiving Day Card (English/Spanish) 6/pk **Unit Price $0.35**

88. Christmas Card (English/Spanish) 6/pk **Unit Price $0.35**

89. Oral Pain Relief 0.33 oz. Tube **Unit Price $5.14**

90. Alcohol - Free Mouthwash 8 oz. Plastic Bottle **Unit Price $2.79**

91. Alcohol - Free Hair Gel 16 oz. Plastic Bottle **Unit Price $-0-**

92. Athletes Foot Cream 0.05 oz. Tube **Unit Price $2.29**

93. Hydrocortisone Cream 1 oz. Tube **Unit Price $2.39**

94. Chap Stick Lip Balm 15 oz. **Unit Price $1.14**

95. Hemorrhoidal Ointment 2 oz. Tube **Unit Price $2.59**

96. Muscle Rub 3 oz. Tube **Unit Price $3.49**

97. Medicated Chest Rub 3.53 oz. **Unit Price $2.49**

98. Floss Loops "Mint Flavor" 30 ct. Plastic Bag **Unit Price $1.10**

99. Eye Drops 0.05 oz. **Unit Price $1.97**

100. Alka Seltzer (Original Effervescent 2-tablet Pouch) 116.ct. box
Unit Price $0.38

101. Alka Seltzer (Plus Cold Effervescent 2-tablet Pouch)
72 ct. bx **Unit Price $0.49**

102. Rolaids Antacid (12 Tablets) Stick **Unit Price $0.57**

103. Acne Gel Medication 1 oz. Tube **Unit Price $2.10**

104. Contact Lens M/P Solution 8 oz. **Unit Price $4.89**
Substition: 4 oz.

105. Legal Gummed Pads (8 ½ x 11") **Unit Price $-0-**

106. 3 1/2" Flexible Pencil **Unit Price $.10**

107. Bubble Cushioned Envelope (6" x 9") **Unit Price $0.49**

108. #10 White Security Envelopes **Unit Price $0.06**

109. No Clasp Envelope (9" x 12") **Unit Price $0.15**

110. Twin Pocket Folders **Unit Price $0.45**

111. Dictionary (English - Spanish & English) **Unit Price $0.99**

112. Word Seek Puzzles Books **Unit Price $1.59**

113. Sketch Pads (50 Sheets) **Unit Price $-0-**

114. Playing Cards Deck **Unit Price $0.90**

115. 4 ½" Flexible Black Ink Pen **Unit Price $0.35**

116. Tracing Paper Pad (40 Sheets) **Unit Price $2.57**

117. Tan PVC Shower Sandals (Size 8 thru 13) **Unit Price $1.59**

118. Colgate "Red Gel" Toothpaste 4.2 oz. **Unit Price $3.19**

119. Close Up "Red Gel" Toothpaste 4.0 oz. **Unit Price $2.19**
Substitution: 8.0 oz.

120. Dove Bar Soap 3.15 oz. **Unit Price $0.53**

121. Zest Bar Soap 3.2 oz. **Unit Price $0.55**

122. Three Flowers Brilliantine 4 oz. **Unit Price $3.28**

123. Dandruff Shampoo & Conditioner 14.2 oz. **Unit Price $2.69**

124. Lice Control Shampoo 2 oz. **Unit Price $8.29**
Substitution: 8.0 oz.

125. Nair Hair Removal 9 oz. **Unit Price $4.99**
Substitution: 10 oz.

126. Speed Stick Aqua Sport Anti-Perspirant Gel 3 oz. **Unit Price $1.29**

127. Razorless Hair Removing Cream 6 oz. **Unit Price $6.19**

128. After Shave Lotion 4 oz. **Unit Price $1.49**

129. Baby Lotion 15 oz. **Unit Price $1.67**

130. Shaving Gel 3 oz. Clear Tube **Unit Price $1.49**

131. White Hankerchief (15" x 15") **Unit Price $0.55**

132. VO5 Extra Body Shampoo 15.0 oz. **Unit Price $1.29**

133. VO5 Extra Body Conditioner 15.0 oz. **Unit Price $1.29**

134. Suave Powder Fresh Deodorant 1.7 oz. Clear **Unit Price $1.32**

135. Hinged Soap Dish Box- Regular Size **Unit Price $0.39**

136. Greaseless Skin Cream 4.5 oz. **Unit Price $2.26**
Substitution: 6 oz.

137. Cocoa Butter Moisturizing Soap 3.6 oz. **Unit Price $0.97**

138. Hair Moisturizer 4 oz. Tube **Unit Price $-0-**

139. Palm Hair Brush Flexible - Black **Unit Price $0.39**

140. Tampons - Singles (Regular/Super/Junior) 40 ct. Box **Unit Price $0.21**

141. Disposable Douche 6 oz. **Unit Price $0.99**

142. White Washcloth (12"x12") **Unit Price $0.39**

EXHIBIT "C"
INSURANCE REQUIREMENTS

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID GB R&RDI-1

DATE (MM/DD/YYYY) 08/11/08

PRODUCER

IBC Insurance Agency, LTD- SA
5300 Walzem Road #200
San Antonio TX 78218
Phone: 210-646-9870 Fax: 210-646-8418

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

Rene Lucio
DBA R & R Distributing
5705 East Texas Rd.
Edinburg TX 78539

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Hartford Insurance	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC	65SBM1M6993	07/01/08	07/01/09	EACH OCCURRENCE	$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurence)	$ 300,000
						MED EXP (Any one person)	$ 10,000
						PERSONAL & ADV INJURY	$ 1,000,000
						GENERAL AGGREGATE	$ 2,000,000
						PRODUCTS - COMP/OP AGG	$ 2,000,000
		AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
						BODILY INJURY (Per person)	$
						BODILY INJURY (Per accident)	$
						PROPERTY DAMAGE (Per accident)	$
		GARAGE LIABILITY [ ] ANY AUTO				AUTO ONLY - EA ACCIDENT	$
						OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS/UMBRELLA LIABILITY [ ] OCCUR [ ] CLAIMS MADE [ ] DEDUCTIBLE [ ] RETENTION $				EACH OCCURRENCE	$
						AGGREGATE	$
							$
							$
							$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				[ ] WC STATU-TORY LIMITS [ ] OTH-ER	
						E.L. EACH ACCIDENT	$
						E.L. DISEASE - EA EMPLOYEE	$
						E.L. DISEASE - POLICY LIMIT	$
		OTHER					

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

CERTIFICATE HOLDER

County of Hidalgo
Edingburg TX 78539

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Eddie M Randol E. M. Randol

ACORD 25 (2001/08)

© ACORD CORPORATION 1988

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

PRODUCER
Jaime Zapata
508 N 10th st
McAllen, Tx 78501

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: State Farm Mutual Automobile Insurance Company 25178	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

INSURED
Rene Lucio DBA
R & R Distributing
5705 E Texas Rd
Edinburg, Tx 78539

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
		GENERAL LIABILITY					
		[ ] COMMERCIAL GENERAL LIABILITY				EACH OCCURRENCE	$
		[ ] CLAIMS MADE [ ] OCCUR				DAMAGE TO RENTED PREMISES (Ea occurence)	$
						MED EXP (Any one person)	$
						PERSONAL & ADV INJURY	$
		GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE	$
		[ ] POLICY [ ] PRO-JECT [ ] LOC				PRODUCTS - COMP/OP AGG	$
		AUTOMOBILE LIABILITY					
		[ ] ANY AUTO	Commercial App	07/16/2008	07/16/2009	COMBINED SINGLE LIMIT (Ea accident)	$
		[ ] ALL OWNED AUTOS	1989 Chevy pk			BODILY INJURY (Per person)	$ 500,000.00
		[X] SCHEDULED AUTOS	2007 Well Utility Trailer			BODILY INJURY (Per accident)	$ 500,000.00
		[ ] HIRED AUTOS				PROPERTY DAMAGE (Per accident)	$ 500,000.00
		[ ] NON-OWNED AUTOS					
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		[ ] ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	$
		[ ] OCCUR [ ] CLAIMS MADE				AGGREGATE	$
							$
		[ ] DEDUCTIBLE					$
		[ ] RETENTION $					$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU-TORY LIMITS / OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	$
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	$
						E.L. DISEASE - POLICY LIMIT	$
		OTHER					

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

CERTIFICATE HOLDER

Hidalgo County
2802 S. Bus Hwy 281
Edinburg, Tx 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Jaime Zapata

ACORD 25 (2001/08)

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STATE OF TEXAS §

COUNTY OF HIDALGO §

AFFIDAVIT

EXEMPTION FROM THE TEXAS WORKERS' COMPENSATION ACT

NOW COMES BEFORE ME, Rene Lucio, who affirms that he is a registered sole proprietor doing business as *R&R Distributing* in the County of Hidalgo.

FURTHER, Rene Lucio, affirms that he does not have any employees and solely performs and carries out all work activities associated with *R&R Distributing*.

THEREFORE BE IT KNOWN THAT, Rene Lucio d/b/a *R&R Distributing*:

1) does not meet the definition of an "employer" as defined in Chapter 406. Workers' Compensation Insurance Coverage, Subchapter A. Coverage Election; Security Procedures, §406.001 which states: "employer" means a person who employs one or more employees."; and,
2) is hereby claiming exemption from the Texas Workers' Compensation Act as allowed by law.

Rene Lucio
d/b/a R&R Distributing

ACKNOWLEDGEMENTS

STATE OF TEXAS §

COUNTY OFHIDALGO §

This instrument was acknowledged before me on the 1st day of July, 2008, by Rene Lucio.



Notary Public, State of Texas

Dina Gamboa
Notary's Name (Printed)

Notary's Commission Expires: 5-17-09

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

IBF-RFP-RFQ-RFI

RFP ACCEPTANCE DATE: ***JUNE 11 2008*** RFP ACCEPTANCE TIME: ***9:30 A.M.***
DEPARTMENT/PROPOSAL DESCRIPTION: ***HIDALGO COUNTY SHERIFFS OFFICE - "COMMISSARY SUPPLIES"***

RFP NO: ***2008-212-06-11-ROL***

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***
JCT INC DBA. ICS JM BOGAN JR, PRES KSWacosales2@hotmail.com	FEDEX	addendum 1 DMontero	6/2/08	7400 IMPERIAL DRIVE WACO TEXAS 76712 P(800)524-5427
KEEFE SUPPLY COMPANY BLAKE TAYLOR btaylor@keefegroup.com	FED EX	DMonte	6/2/08	3101 MARQUIS DR. STE 200 GARLAND TX 75042 P(800)593-0039 FAX(972)272-5387
R & R Distrib Rene Lucio (451-1831)	IP	addendum 1 DMontero ✓	6/03/08	5705 E Texas Rd Edinburg Tx 78542
Uniform Manufacturing Attn: NILO SAIF (480) 368 9316	Fed Ex	DMonte		7575 E. Redfield Rd Scottsdale Az 85260

Hidalgo County Sheriff's Office
"Commissary Supplies"
Bid No. 08-212-06-11-rol
Tabulation Sheet

Categorized by Item Number	Description	Keefe Supply Co.
16.	Ramen Soups (chili/beef/chicken/shrimp)	$0.20
17.	Chili Corn Nuts 1.4 oz pk	$0.34
18.	Ranch Corn Nuts 1.4 oz. pk	$0.34
20.	Salted Peanuts 1.75 oz bag	$0.20
21.	Beef Jerky Steak 1 oz. stick	$0.70
22.	Chunk Light Tuna 4.23 oz. pouch	$0.79
23.	Refried Beans Re-sealable Pouch 6 oz.	$0.79 (8 oz.)
25.	Jalapeno Cheese Spread 8 oz. Plastic Tub	$0.70
26.	Jelly (Grape & Strawberry) 12 oz. Squeeze Bottle	Strawberry $1.35 Grape $1.17
27.	Peanut Butter Squeezers 1.12 oz.	$0.12
28.	Chili No Beans 11.25 oz. Pouch	$0.84
29.	Chili w/Beans 11.25 oz Pouch	$0.84
30.	Hot Chili w/Beans 11.25 oz. Pouch	$0.84
31.	Beef Stew 11.25 oz. Pouch	$0.94
32.	Roast Beef & Gravy 10 oz. Pouch	$1.71
33.	Sardines in Hot Tomato Sauce 3.53 oz.	$0.70
34.	Fish Fillets 3.53 oz. Pouch	$1.00
35.	BBQ Potato Chips 1.5 oz. bag	$0.23
38.	Doritos Nacho Cheese 1.5 oz.	$0.20
39.	Tortilla Chips 12 oz. bag	$1.00
41.	Snack Crackers 12 oz. box	$1.27 (16 oz)
47.	Cinnamon Rolls 4 oz.	$0.40
48.	Honey Bun 6 oz. pk	$0.45
49.	Chocolate Cupcakes (2-pk) 4 oz.	$0.50
50.	Moonpies (banana/strawberry/chocolate) 2.75 oz	$0.28
51.	Coca-Cola Classic 20 oz. plastic bottle	$0.80
52.	Sprite 20 oz. plastic bottle	$0.80
53.	Fanta Orange 20 oz. plastic bottle	$0.80
54.	Dr. Pepper 20 oz. plastic bottle	$0.85
55.	Diet Coke 20 oz. plastic bottle	$0.80
56.	Instant Coffee 4 oz. Re-sealable Clear Pouch	$1.85
57.	Coffee Mug w/Lid 14 oz.	$1.66 (22 oz.)
58.	Hot Cocoa Mix 1 oz. bag	$0.10

Hidalgo County Sheriff's Office
"Commissary Supplies"
Bid No. 08-212-06-11-rol
Tabulation Sheet

Categorized by Item Number	Description	Keefe Supply Co.
59.	Cereal Bowl w/Lid 24 oz.	$0.36
60.	Ozarka Spring Water 20 oz. plastic bottle	$0.35
64.	White Boxer Shorts Sm-6XL	$2.19 (SM-L) $2.29 (XL) $3.49 (2XL – 6XL)
65.	White Thermal Underwear Set Small thru 6 xl	$3.15 (SM-XL) $3.65 (2XL-4XL) $4.10 (5XL) $4.55 (6XL)
66.	Men White Crew Neck T-shirts Medium thru 6xl	$1.83 (Med-XL) $2.18 (2XL-3XL) $3.10 (4XL-6XL) $1.62 (2XL) $1.64 (3XL)
68.	Mens/Ladies Crew Socks One size fits all	$0.60
70.	White Mens/Ladies Velcro Tennis Shoes Sizes 6 thru 13	No bid
73.	Advil Coated (2 tablet pouch) 50 ct. box	$0.39
75.	Anti Shank Security Toothbrush & clear cap	$0.05 toothbrush $0.01 cap
76.	Anti Shank Security Razor Single Edge	$0.20
79.	Starlite Mints 3. 75 oz Bag	$0.30
82.	St. Valentines Card (Eng/Spanish) 6 pk	$0.29
83.	Happy Easter Card (Eng/Spanish) 6 pk	$0.29
84.	Happy Mother's Day Card (Eng/Spanish) 6 pk	$0.29
85.	Father's Day Card (Eng/Spanish) 6 pk	$0.29
86.	Happy Birthday Card (Eng/Spanish) 6 pk	$0.29
87.	Thanksgiving Day Card (Eng/Spanish) 6 pk	$0.29
88.	Christmas Card (Eng/Spanish(6 pk	$0.29
89.	Oral Pain Relief 0.33 oz tube	$0.97
90.	Alcohol Free Mouthwash 8 oz. Plastic	$0.55
91.	Alcohol Free Hair Gel 16 oz. Plastic	$1.50 (8 oz.)
92.	Athletes Foot Crème 0.05 oz. tube	No bid
93.	Hydrocortisone Cream 1 oz. tube	$0.89
94.	Chap Stick Lip Balm 15 oz.	$1.04
95.	Hemorrhoidal Ointment 2 oz. tube	$2.36

Hidalgo County Sheriff's Office
"Commissary Supplies"
Bid No. 08-212-06-11-rol
Tabulation Sheet

Categorized by Item Number	Description	Keefe Supply Co.
96.	Muscle Rub 3 oz. Tube	$1.35
97.	Medicated Chest Rub 3.53 oz.	$0.97
99.	Eye Drops 0.05 oz.	$1.65
102.	Rolaids Antacid (12 tablets) stick	$0.47
103.	Acne Gel Medication 1 oz. tube	$1.08
105.	Legal Gummed Pads 8 ½ x 11	$0.42
109.	No Clasp Envelope 9"x12"	$0.07
113.	Sketch Pads 50 sheets	No bid
115.	4 ½ Flexible Black Ink Pen	$0.31
119.	Close Up Red Gel Toothpaste 4.0 oz.	$1.05
122.	Three Flowers Brilliantine 4 oz.	$1.41
123.	Dandruff Shampoo/Conditioner 14. 2 oz.	$0.99 (12 oz.)
127.	Razorless Hair Removing Cream 6 oz.	$2.46
128.	After Shave Lotion 4 oz.	$1.02
129.	Baby Lotion 15 oz.	$0.33 (4 oz.)
130.	Shaving Gel 3 oz. Clear Tube	$1.00 (7 oz.)
131.	White Kankerchief (15"x15")	$0.49
132.	VO5 Extra Body Shampoo 15.0 oz.	$1.09
133.	VO5 Extra Body Conditioner 15.0 oz.	$1.09
134.	Suave Powder Fresh Deodorant 1.7 oz. Clear	$1.25
135.	Hinged Soap Dish Box Regular Size	$0.24
136.	Greaseless Skin Cream 4.5 oz.	$1.00
138.	Hair Moisturizer 4 oz. Tube	$1.62
142.	White Washcloth (12"x12")	$0.16

Hidalgo County Sheriff's Office
"Commissary Supplies"
Bid No. 08-212-06-11-rol
Tabulation Sheet

Categorized by Item Number	Description	R & R Distributing
01.	Hygiene Kit (4" T-Brush, T-Paste 1.5 oz, Soap 1.5 oz, Deodorant 0.5 oz.)	$0.79
02.	Almond Joy Bar 1.61 oz.	$0.51
03.	Baby Ruth 2.1 oz.	$0.51
04.	Butter Finger Bar 2.1 oz.	$0.51
05.	Snickers Almond Bar 1.76 oz.	$0.51
06.	Milky Way Bar 2.05 oz.	$0.51
07.	Pay Day Bar 1.85 oz.	$0.51
08.	Snickers Bar 2.07 oz.	$0.51
09.	3 Musketeers Bar 2.13 oz.	$0.51
10.	Skittles "Original Fruits" 2.17 oz bag	$0.51
11.	M & M Peanuts 1.74 oz. bag	$0.51
12.	Twix Bar 2.0 oz.	$0.51
13.	Peanut Pattie 1.75 oz.	$0.51
14.	Reeses Peanut Butter Cups 1.5 oz.	$0.51
15.	Breath Savers (12 mints) 0.75 oz.	$0.51
19.	Original Corn Nuts 1.4 oz pk	$0.39
24.	Nacho Cheese Dip w/Jalapenos 4 oz. Tub	$0.92
33.	Sardines in Hot Tomato Sauce 3.53 oz.	No bid
34.	Fish Fillets 3.53 oz. Pouch	No bid
36.	Flaming Hot Cheetos 1.5 oz bag	$0.26
37.	BBQ Corn Chips 1.5 oz. bag	$0.26
40.	Tostadas 12 oz. pack	$1.55
42.	Cookies 6 oz tray (duplex/vanilla/chocolate/p-butter)	$0.45
43.	Zinger Cremes 4 oz. pack	$0.59
44.	Apples Pies 4 oz.	$0.59
45.	Cherry Pies 4 oz.	$0.59
46.	Cherry Rolls 4 oz.	$0.59
61.	Sugar Cubes 1 lb. bx	$1.99
62.	White Sport Bras (med thru 4 XL)	$4.00
63.	White Sweatshirts Med-4XL	$5.99

Hidalgo County Sheriff's Office
"Commissary Supplies"
Bid No. 08-212-06-11-rol
Continuation - Tabulation Sheet

Item	Description	R & R Distributing
67.	White Men Briefs Small thru 5 xl	$0.99
69.	White Ladies Panties (size 5 thru 18)	$1.97
70.	White Mens/Ladies Velcro Tennis Shoes Sizes 6 thru 13	No bid
71.	Tylenol Extra Strength (2 gel pouch) 50 ct. box	$0.39
72.	Halls Metho-Lyptus (9 drops) stick	$0.49
73.	Advil Coated (2 tablet pouch) 50 ct. box	$0.39
74.	Motrin Ibuprofen (2 tablet pouch) 50 ct.	$0.39
76.	Anti Shank Security Razor Single Edge	$0.20
77.	Jolly Ranchers 3.7 oz. Assorted Bag	$0.81
78.	Sunflower Kernels 4 oz. Bag	$0.82
80.	Irish Spring Bar Soap Antibacterial 4.5 oz	$0.56
81.	Elastic Pony Tailers 18 ct. pk black	$0.11
91.	Alcohol Free Hair Gel 16 oz. Plastic	No bid
92.	Athletes Foot Crème 0.05 oz. tube	$2.29
98.	Floss Loops Mint Flavor 30 ct. bag	$1.10
100.	Alka Seltzer Original Effervescent 2 tablet pouch 116 ct. bx	$0.38
101.	Alka Seltzer (Plus Cold Effervescent 2 tablet-pouch) 72 ct., bx	$0.49
104.	Contact Lens M/P Solution 8 oz.	$4.89 (4 oz)
106.	3 ½" Flexible Pencil	$0.10
107.	Bubble Cushioned Envelope 6"x9"	$0.49
108.	#10 White Security Envelopes	$0.06
110.	Twin Pocket Folders	$0.45
111.	Dictionary (English-Span & Eng)	$0.99
112.	Word Seek Puzzles	$1.59
113.	Sketch Pads 50 sheets	No bid
114.	Playing Cards Deck	$0.90
116.	Tracing Paper Pad 40 sheets	$2.57
117.	Tan PVC Shower Sandals Size 8-13	$1.59
118.	Colgate Red Gel Toothpaste 4.2 oz.	$3.19
120.	Dove Bar Soap 3.15 oz.	$0.53
121.	Zest Bar Soap 3. 2oz.	$0.55

Hidalgo County Sheriff's Office
"Commissary Supplies"
Bid No. 08-212-06-11-rol
Continuation - Tabulation Sheet

Item	Description	R & R Distributing
124.	Lice Control Shampoo 2 oz.	$8.29 (8 oz.)
125.	Nair Hair Removal 9 oz.	$4.99 (10 oz.)
126.	Speed Stick Aqua Sport Anti-Perspirant Gel 3 oz.	$1.29
137.	Cocoa Butter Moisturizing Soap 3.6 oz.	$0.97
139.	Palm Hair Brush Flexible Black	$0.39
140.	Tampons-Singles Regular/Super/Junior 40 ct. box	$0.21
141.	Disposable Douche 6 oz.	$0.99

AI-10595 **14.K.1.**

CANON IMAGE RUNNER 5050 COPIER
CC REGULAR

Date: 08/19/2008
Submitted By: Matilde Faz, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Adult Probation

Information

CAPTION

Requesting authority to purchase (1) canon image runner 5050 copier through our membership/participation with (DIR) Department of Information Resource for Adult Probation with Copy Graphics, Inc. contract #DIR-SDD-509 through Requisition #137475 in the total amount of $9,490.97.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1297-423-00-320-002-8-743
FUNDS AVAILABLE Y/N?: YES **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Requisition # 00137475 in the amount of $9,490.97
Available balance in account as of 08/14/08 $70.08

Attachments

Link: CANON COPIER DIR

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	08/14/2008 11:41 AM	APRV
2	Budget & Management	Veronica Lopez	08/14/2008 01:00 PM	APRV
3	Veronica Lopez	Veronica Lopez	08/14/2008 02:05 PM	APRV
4	Auditor's Office	Linda Fong	08/14/2008 02:15 PM	APRV
5	Mike Escaname		08/15/2008 05:32 PM	NEW
Form Started By: Matilde Faz			Started On: 08/13/2008 11:13 AM	
Final Approval Date: 08/15/2008				

Requisition

Req # 00137475

PO #

Date: 08/13/08

Regular # 10595 8/19/08

Bill To: x
x

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

Ship To: ADULT PROBATION
3100 S BUSINESS HWY 281
EDINBURG TX 78539

Contact: D.SOLIS 4413

Contract No: DIR-SDD-509

Special Instructions:
REQ.#666

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
1	EACH	CANON IMAGE RUNNER 5050 COPIER WITH 90 DAY WARRANTY (STANDARD FEATURES & OPTIONS INCLUDED ATTACHED)	9,490.97	9,490.97
		Account No	Encumbrance	
		8-1297-423-00-320-002-8-743	9,490.97	
			Freight	.00
			Total	9,490.97
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

AA00-1866

DIR

Authorized By: _____

Req # 137475

PURCHASE REQUISITION

TO: Accounting Section

FROM: CSCD Main Office

DATE: August 13, 2008

ACCT. #: 8-1297-423-00-320-002-8-743

DEPT. REQ. #

CO. REQ #

Vendor #1	Vendor #2	Vendor #3
Copy Graphics		
221 N. 10th		
McAllen, Tx 78501		
Ph: 631-0205		
Contact: David Valdez	Contact:	Contact:
Vendor #: 78174		

Stock #	Description	QUANTITY	UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
	Canon ImageRunner 5050 Copier	1	ea	9,490.97	9,490.97		0.00		0.00
	with 90 day warranty				0.00		0.00		0.00
	(Standard Features & Options Included attached)				0.00		0.00		0.00
					0.00		0.00		0.00
	Contract # DIR-SDD-509				0.00		0.00		0.00
					0.00		0.00		0.00
	(Note: Copier is currently in stock & can be				0.00		0.00		0.00
	delivered as soon as P.O. # is received)				0.00		0.00		0.00
					0.00		0.00		0.00
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					0.00		0.00		0.00
					0.00		0.00		0.00

Justification:

Copier will be used to make copies of documents.

& make copies when preparing packets for meetings/trainings.

TOTAL: **$9,490.97** $0.00 $0.00

REQ. PREPARED BY: Adela Huerta

APPROVED:

EXECUTIVE DIRECTOR DATE:

copy graphics

Visit us at www.copyg.com
221 North Tenth St. McAllen, Texas 78501
Phone (956) 631-0205 Fax (956) 630-2628 1-800-894-0133

2604 International Blvd. Brownsville, Texas 78520
Phone (956) 504-9354 Fax (956) 504-9873

P R O P O S A L

Company Name	Hidalgo County Adult Probation Dept	Contact	Adela Huerta
Address	PO Box 970	City/State/Zip	Edinburg, TX 78540
Tel / Fax	956-587-6004 / 956-318-2488	Date	August 13, 2008

Canon ImageRUNNER 5050 Digital Copier

Standard Features:

- 50 Copies per Minute
- 100-sheet Single-Pass Duplex Scanner/Feeder
- 1GB RAM + 40 GB HDD
- 1200 X 1200 DPI True Print Resolution
- Standard Automatic Tray-less Duplexing
- Dual Front Loading Trays 1500 Sheets Each
- Dual Front Loading Trays 550 Sheets Each
- 50-Sheet Stack Bypass
- Intuitive Touch Screen User Interface
- Various Digital Imaging Features
- Job Build Mode
- Five Copy Job Reservation
- 30-second warm-up time
- Mail Box Functionality (100 Users)

Options Included:

- 1382B001AA Finisher-AD1
- D5133NT Surge protector

DIR Price: $9,490.97
Contract # DIR-SDD-509

*Subject to applicable sales tax

SERVICE WARRANTY: 90-day standard warranty. Thereafter, Total Service Plan available @ $1,750.00 for 300,000 copies. Plan covers all parts, labor, mileage, and supplies (toner, drum); excludes staples and paper only.

This proposal is subject to change by either party. Upon reaching a final decision that is agreeable to both parties, an agreement will be executed.

David S. Valdez

Authorized Signature

David Valdez - Sales Representative

Print Name_____

DATE: August 13, 2008

DEPARTMENT HEAD: Joe Lopez, Executive Director

AI#6053
Revised

DEPARTMENT NAME: Adult Probation

ACCOUNT NUMBER: 8-1297-423-00-320-002-8

SUBJECT: Intra-departmental Transfer/s

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

FROM OBJECT CODE	OBJECT NAME	TO OBJECT CODE	OBJECT NAME	AMOUNT
	CJAD Category: Supplies & Op. Exp's		CJAD Category: Supplies & Op. Exp's	
432	Equipment Repair	743	Office Equipment (>$1,000)	4,100.00
			TOTAL	4,100.00

REASON: Additional funds required to purchase a copy machine under Contract # DIR-SDD-509.

Joe E. Lopez, Executive Director
Hidalgo County CSCD

8/13/08
Date

Ray Eufracio, CPA
County Auditor

Date

AI-10598 **14.L.1.**

HP COMPAQ BUSINESS DESKTOP
CC REGULAR

Date: 08/19/2008
Submitted By: Matilde Faz, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Co. Wide

Information

CAPTION

District Attorney:
Requesting authority to purchase computer equipment (9) HP compaq business desktop through our membership/participation with (TCPN) The Cooperative Purchasing Network for the District Attorney Dept. with CDW Government, Inc. contract # TCPN-R4713 through Requisition # 137087 in the total amount of $5,655.78.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1100-412-00-080-002-0-665
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Amount available in req #137087 $5,655.78 as of 8-14-08 for CDW Government, Inc.

Attachments

Link: HP Compaq Desktops

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	08/14/2008 11:42 AM	APRV
2	Budget & Management	Veronica Lopez	08/14/2008 01:01 PM	APRV
3	Ivan Cantu	Ivan Cantu	08/14/2008 01:57 PM	APRV
4	Auditor's Office	Linda Fong	08/14/2008 02:17 PM	APRV
5	Court Administrator	Angela Garcia	08/14/2008 04:50 PM	APRV
Form Started By: Matilde Faz			Started On: 08/13/2008 11:43 AM	
Final Approval Date: 08/14/2008				

Requisition

Req # 00137087

PO #

Date: 08/06/08

Paid #10598 8/19/08

Bill To: x
x

Vendor : 153915
CDW GOVERNMENT INC.
75 REMITTANCE DRIVE
SUITE 1515
CHICAGO IL 60675-1515

Ship To: Hidalgo County District Attorney
100 North Closner 5th Floor
Edinburg Tx 78539

Contact: **ROXANA SEGOVIA**
956-318-2300

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
9	EACH	1387562 HP COMPAQ BUSINESS DESKTOP	628.42	5,655.78
		Account No	Encumbrance	
		8-1100-412-00-080-002-0-665	5,655.78	
			Freight	.00
			Total	5,655.78
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

TCPN

Authorized By: _____

Per Jay req#137087 1370 87

CDW CDW-G CDW Canada Your Account Manager Jay Carillo Shopping Cart 0 Items Support Log Off

Shop CDW My Account Print This Page

Hi James R. Dick (not you?) Search for All Products Find It Browse All Categories

Order Center Quotes and Favorites Manage Your Account Tools Account Support

Quotes

Recent Quotes | Quote Details | Quote #

To forward this quote, click "Send quote to an associate." To convert this quote to an order, click "Add to Cart."

Send quote to an associate

Quote Information

Quote #: LN82602

Status: Open
Quote Date: 8/11/2008
Contact: DICK WADE
Description: DC5800 QUOTE

Need Help?



Contact
Jay Carillo
Phone: (866) 224-6448
Fax: (312) 705-9492
E-Mail quote to Jay

Billed From Address

CDW Government Inc.
230 N. Milwaukee Ave
Vernon Hills, IL 60061

(800) 594-4239

Billing Address

JAMES R WADE
JAMES WADE
ATTN: HIDALGO COUNTY
100 N CLOSNER BLVD FL 5
EDINBURG , TX 78539-3523

(956) 292-7008

Shipping Address

HIDALGO COUNTY DISTRICT ATTORNEY

JAMES R WADE
100 N CLOSNER BLVD FL 5
EDINBURG , TX 78539-3523

Payment Method

Select payment method during checkout

Shipping Method

FedEx Ground

Product

HP Compaq Business Desktop dc5800 - Pentium Dual-Core E7200 2.2 GHz

Contract	CDW	Mfg Part #	Qty	Price	Ext. Price
Tcpn Contract #:4713	1387502	KA419UT#ABA	0	$638.42	$5,655.78

Sub-Total	$5,655.78
Shipping:	$0.00
Grand Total	$5,655.78

Check Out

*Tax may change if this quote is amended by your account manager.

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The Right Technology. Right Away.®

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AI-10576 **15.A.**

Appropriation for CO's 2002 for the Geographic IS project
CC REGULAR

Date: 08/19/2008
Submitted By: Ivan Cantu, BUDGET & MANAGEMENT
Submitted For: Valde Guerra
Department: BUDGET & MANAGEMENT
Agenda Area: Budget and Management

Information

CAPTION

Certificates of Obligation Series, 2002:
Approval of 2008 appropriation of funds for the Certificates of Obligation series, 2002-IT Department (fund 1332) in the amount of $31,817.00 to fund software services in relation to the Geographic Information System project.

BACKGROUND

Please refer to quote dated 7-30-08 provided by IT Dept for Environmental Systems Research Institute, Inc.

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1332-415-00-200-007-0-747
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Appropriation of funds in the amount of $31,817.00 to fund software services for the Geographic IS project. Please refer to attached quote. Funds available in unreserved f/b as of 8-12-08.

Attachments

Link: Geographic IS project quote
Link: IT Dept CO's 2002 appropriation

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Ivan Cantu (Originator)	Ivan Cantu	08/12/2008 01:59 PM	APRV
2	Budget & Management	Veronica Lopez	08/12/2008 02:03 PM	APRV
3	Veronica Lopez	Veronica Lopez	08/12/2008 02:34 PM	APRV
4	Auditor's Office	Linda Fong	08/14/2008 02:20 PM	APRV
5	Joy Hsu	Joy Hsu	08/14/2008 04:43 PM	APRV
6	Linda Fong		08/15/2008 05:32 PM	NEW

Form Started By: Ivan Cantu

Started On: 08/12/2008 01:48 PM

Final Approval Date: 08/15/2008

√ 3060703

Quotation # 20328051

Date: July 30, 2008
Customer # 230097
Contract # 2006MPA4409

COUNTY OF HIDALGO
ELECTIONS DEPT
101 S 10TH ST
EDINBURG, TX 78540

ATTENTION: MARIANO MANZANO
PHONE: 956-318-2570
FAX: 956-318-2569

ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC.
ESRI, Inc.
227 N Loop 1604 East Suite 100
San Antonio, TX 78232-1260
Phone: 210-499-1044
Fax: 210-499-4112

To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 07/30/2008 To: 10/28/2008

Material	Qty	Description		Unit Price	Total
109646	1	UPG,4CR,AG SRVR,STD,WRK>ADV,ENT,WIN	747	24,502.00	24,502.00
52382	1	LIC,AI,CU		7,315.00	7,315.00
112566	1	ArcGIS 9.3 with USB Key Installation Package	747	0.00	0.00
				Item Total:	31,817.00
				Subtotal:	31,817.00
				Estimated Shipping & Handling (2 Day Delivery) :	0.00
				Contract Pricing Adjust:	0.00
				Total (excludes applicable sales tax):	$31,817.00

DIR-SDD-492

- enterprise upgrade $31,817.00 (one time)
- Geo Collector Submeter $5,300.00
- support $1,065.00

Need Hard Copy of tax note.

Quoted By: Sarah Powers, (210) 499-1044 x8858
Email: spowers@esri.com

Account Manager: Sean Murphy
Email: smurphy@esri.com

Acceptance of this quotation is limited to the ESRI License Agreement and the Quotation Terms and Conditions
This Quotation is made in confidence for your review. It may not be disclosed to third parties, except as required by law.

If sending remittance, please address to: ESRI, File No. 54630, Los Angeles, Ca 90074-4630

POWERSS

This offer is limited to the terms and conditions incorporated and attached herein.



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Date: July 30, 2008
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COUNTY OF HIDALGO
ELECTIONS DEPT
101 S 10TH ST
EDINBURG, TX 78540

ATTENTION: MARIANO MANZANO
PHONE: 956-318-2570
FAX: 956-318-2569

BY SIGNING BELOW YOU ARE INDICATING THAT YOU ARE AUTHORIZED TO OBLIGATE FUNDS FOR YOUR ORGANIZATION. DO NOT USE THIS FORM FOR ORDER ACTIVATION IF YOUR ORGANIZATION WILL NOT HONOR AND PAY AN INVOICE THAT HAS BEEN ISSUED AT YOUR DIRECTION WITHOUT ADDITIONAL AUTHORIZING PAPERWORK.

To expedite your order, either attach a copy of this quotation to your purchase order when it is remitted to ESRI, or sign below and return this quotation to indicate your acceptance. ESRI's address and fax number are provided on the first page of this quotation.

If you have made ANY alterations to the line items included in this quote and have chosen to sign the quote to indicate your acceptance, you must fax ESRI the signed quote in its entirety in order for the quote to be accepted. You will be contacted by your Customer Service Representative if additional information is required to complete your request.

If your organization is a US Federal, state, or local government agency; an educational facility; or a company that will not pay an invoice without having issued a formal purchase order, a signed quotation will not be accepted unless it is accompanied by your purchase order.

If you choose to discontinue your maintenance, you will become ineligible for maintenance benefits and services. All maintenance fees from the date of discontinuation will be due and payable if you decide to reactivate your maintenance coverage at a later date.

Acceptance of this quotation is limited to the ESRI license agreement, quotation terms and conditions, and any other ESRI terms and conditions included with this quotation. Any additional or different terms in any purchase order are deemed rejected unless expressly accepted in writing and signed by ESRI. Notwithstanding, if the purchase order is placed under an existing signed agreement (e.g., Master Purchase Agreement), or under the GSA Federal Supply Schedule, then the purchase order shall identify such agreement on the face of the order and the terms and conditions of such agreement shall govern the subject matter of the purchase order.

By signing below, you are authorizing ESRI to issue an invoice for the items included in the above quote in the amount of: $_____, plus sales taxes if applicable. (Note: Shipping costs are subject to change.)

Please check one of the following:

___ I agree to pay any applicable sales tax.

___ I am tax exempt, please contact me if exempt information is not currently on file with ESRI.

_____ _____
Signature of Authorized Representative **Date**

_____
Name (Please Print)

_____
Title

The quotation information is proprietary and may not be copied or released other than for the express purpose of system selection and purchase/license. This information may not be given to outside parties or used for any other purpose without consent from Environmental Systems Research Institute, Inc. (ESRI).

Any estimated sales and/or use tax reflected on this quote has been calculated as of the date of this quotation and is merely provided as a convenience for your organization's budgetary purposes. ESRI reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing. If your organization is tax exempt or pays state tax directly, then prior to invoicing, your organization must provide ESRI with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction.

Quoted By: Sarah Powers, (210) 499-1044 x8858
Email: spowers@esri.com

Account Manager: Sean Murphy
Email: smurphy@esri.com

Acceptance of this quotation is limited to the ESRI License Agreement and the Quotation Terms and Conditions
This Quotation is made in confidence for your review. It may not be disclosed to third parties, except as required by law.

If sending remittance, please address to: ESRI, File No. 54630, Los Angeles, Ca 90074-4630

POWERSS **This offer is limited to the terms and conditions incorporated and attached herein.**

ESRI QUOTATION TERMS AND CONDITIONS

ESRI, 380 New York St., Redlands, CA 92373-8100 USA • TEL 909-793-2853 • FAX 909-793-5953

All quotations are valid for ninety (90) days unless otherwise stated on the quotation form. These prices and terms are valid only for items purchased for use and delivery within the United States.

This quotation information is proprietary and may not be copied or released other than for the express purpose of the current system selection and purchase. This information may not be given to outside parties or used for any other purpose without written consent from Environmental Systems Research Institute, Inc. (ESRI).

To expedite your order, please reference the quotation number on your purchase order.

ORDER PROCESS

The order process is initiated when ESRI receives an original purchase order or some form of advance payment. Several additional documents (e.g., Master License Agreement, credit application, Tax Exemption Certificate, etc.) may be required to complete the order process. Generally, the need for these documents varies by the type of software, data, Web-enabled services, subscriptions, professional services or other products ordered, which is determined upon receipt of the purchase order (or advance payment). If delivery must be expedited, please contact your marketing representative for assistance.

IMPORTANT! Collectively, these documents contain the authorizations and information necessary to ship proper versions of the software or data on the correct media, or to initiate Web-enabled services, subscriptions, or professional services. Please return them promptly to avoid unnecessary delays in shipping or delivery. Please return all documents to ESRI Customer Service, or as otherwise directed.

Please show the following remittance address on your purchase order:

ESRI, File No. 54630, Los Angeles, CA 90074-4630

ESRI LICENSE AGREEMENTS

All ESRI software, data, Web-enabled services, and subscriptions offered in this quotation are commercial off-the-shelf items developed at private expense and subject to ESRI commercial license terms, unless specifically identified by ESRI as a non-commercial item. Professional services agreements may also include license terms. Most ESRI software, data, Web-enabled services and subscriptions are subject to the ESRI License Agreement included with the deliverable item as an on-line agreement or in the packaging as a shrink-wrap agreement. A copy is enclosed. If you license certain software or data, a Master License Agreement signed by both parties may be required. Some ESRI software is copy protected with a software keycode or hardware key, and some software, data, Web-enabled services or subscriptions require registration or a password. You will be given instructions to access the keycode, register, or obtain a password through the ESRI Web site or by other means.

MAINTENANCE

After expiration of any complimentary period of maintenance that may apply to the licensed software, ESRI will quote maintenance payable annually in advance. A reinstatement fee applies when maintenance has lapsed. For software and data with optional multiyear maintenance for a discounted fee, the discounted maintenance fees are in consideration of, and contingent upon, your commitment to the maintenance term you elect in your order. For such multiyear maintenance, you may cancel the maintenance upon ninety (90) days advanced written notice to ESRI Customer Service, subject to payment of fifty percent (50%) of the outstanding maintenance fees for the maintenance term initially ordered. No other refund or reduction for cancellation is available. If you are ordering multi-year maintenance, please indicate a billing option on your purchase order by selecting a statement as indicated below.

Option 1. If you are purchasing a product with multi-year maintenance terms and are issuing the purchase order for all years upfront, please include the following information on your purchase order: **"This PO is in acceptance of quote #_____ and covers the total amount for all years included in the multi-year maintenance term. ESRI may invoice the entire amount upon shipment."**

Option 2. If you are purchasing a product with multi-year maintenance terms and are issuing the purchase order for the first year only, please include the following information on your purchase order (PO): **"This PO is in acceptance of quote**

#_____. This order is for the initial year of the multi-year maintenance term. We agree to issue a PO for each subsequent year in a pro rata amount per year to be invoiced annually in advance."

Option 3: If you are purchasing a product with multi-year maintenance terms and are issuing the purchase order for all years upfront but want to be invoiced annually, please include the following information on your purchase order: **"This PO is in acceptance of quote #_____ and covers the total amount for all years included in the multi-year maintenance term. However, ESRI shall invoice annually in advance a pro rata amount for each year of the term."**

DATA DISCLAIMER
Data is provided "AS IS" without warranty of any kind. The data has been obtained from sources believed to be reliable, but its accuracy and completeness are not guaranteed. The data may contain some nonconformities, defects, errors, or omissions. ESRI AND ITS LICENSOR(S) MAKE NO WARRANTY WITH RESPECT TO THE DATA. Without limiting the generality of the preceding sentence, ESRI and its licensor(s) do not warrant that the data will meet Licensee's needs or expectations, that the use of the data will be uninterrupted, or that all nonconformities can or will be corrected. ESRI and its licensor(s) are not inviting reliance on this data, and Licensee should always verify actual data including, but not limited to, map, spatial, raster, and tabular information.

DELIVERY
FOB Redlands, CA, USA

Software: Allow thirty (30) days from ESRI's receipt of purchase order, signed Software License Agreement(s), and other documents, as required.

Hardware: Manufacturer's terms apply. Lead times depend on make/models purchased.

Note: Standard delivery method is ground or two-day air for software and surface carrier for hardware. Actual delivery method may vary depending on weight. Other service is available for an additional fee (e.g., overnight delivery).

PAYMENT TERMS
Net thirty (30) days, on approved credit. Orders less than $800 require prepayment by check or credit card unless your organization is a government agency, university, college, or Fortune 500 company.

TAXES
Prices quoted do not include applicable sales or use taxes unless so stated. In preparing your budget, please allow for applicable sales tax. ESRI reserves the right to collect sales tax assessed by states as required by law. ESRI will add state sales tax to the invoice unless proof with the order is shown to ESRI that your organization is tax exempt or pays state tax directly.

DATE: August 12, 2008

2008
Transfer

DEPARTMENT HEAD: Valde Guerra

DEPARTMENT NAME: Dept of Budget & Mgmt for CO's 2002-IT Dept.

ACCOUNT NUMBER: 8-1332-415-00-200-007-0-XXX

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

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME		AMOUNT
8-1332-415-00-200-007-0-747	C.O., 2002-IT Dept-	Software	31,817.00
		TOTAL BUDGET INCREASE (DECREASE)	**31,817.00**

REASON: To fund the Countywide Geographic Information Systems project in relation to software services from Environmental Systems Research Institute, Inc.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

____/____/____
DATE

ATTEST COUNTY CLERK

AI-10650 **15.B.**

2008 interdepartmental for C.O. Series 2006 - B&G (1336)
CC REGULAR

Date: 08/19/2008
Submitted By: Dale Kennan, BUDGET & MANAGEMENT
Submitted For: 2008 C.O. Series 2006 - B&G (1336)
Department: BUDGET & MANAGEMENT
Agenda Area: Budget and Management

Information

CAPTION

Approval of 2008 interdepartmental transfer within the Certificate of Obligation Series 2006 - Buildings & Grounds (1336) from Other Major Building repair & maintenance (program 027) to Courthouse Building repair & maintenance (program 010) in the amount of $52,040.17.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:** 8-1336-419-00-220-027-0-431
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

8-1336-419-00-220-027-0-431 to 8-1336-412-00-220-010-0-431 in the amount of $52,040.17. Funding available for transfer as of 8/14/08.

Attachments

Link: 2008-CO 2006-B&G (1336)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	08/14/2008 01:09 PM	APRV
2	Rey Salazar	Rey Salazar	08/15/2008 08:48 AM	APRV
3	Auditor's Office		08/15/2008 05:32 PM	NEW
Form Started By: Dale Kennan			Started On: 08/14/2008 11:59 AM	
Final Approval Date: 08/15/2008				

DATE: August 14, 2008

2008
Transfer

DEPARTMENT HEAD: Valde Guerra

DEPARTMENT NAME: Department of Budget & Management for C.O. Series 1336 - B&G (1336)

ACCOUNT NUMBER: 8-1336-41X-X0-220-0XX-0-431

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

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

Honorable Commissioners' Court of Hidalgo County:

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

ACCOUNT NUMBER	ACCOUNT NAME	INCREASE (DECREASE) AMOUNT
8-1336-419-40-220-027-0-431	C.O.,2006-B&G-OTHER MAJOR-BLDG R&M SRV	(52,040.17)
8-1336-412-00-220-010-0-431	C.O.,2006-B&G-CRTHSE-BLDG R&M SERVICE	$52,040.17
	TOTAL BUDGET INCREASE (DECREASE)	**0.00**

REASON:
Transfer from C.O.,2006-B&G-OTHER MAJOR-BLDG R&M SRV to C.O.,2006-B&G-CRTHSE-BLDG R&M SERVICE to fund renovations for ADA upgrades to the 370th & 275th Courts

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

AI-10628 **15.C.**

Interdepartmental Transfer for North Alamo Village Subdivision
CC REGULAR

Date: 08/19/2008
Submitted By: Marcie Jackson, COLONIA ACCESS PROGRAM
Submitted For: Agapito Vargas
Department: COLONIA ACCESS PROGRAM
Agenda Area: Budget and Management

Information

CAPTION

Approval of 2008 interdepartmental transfer within BCAP Pct. 2 from RoadRunner #2 Subdivision (program 620) to North Alamo Village Subdivisions (program 494) in the amount of $26,516.95.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:** 8-1311-431-00-122-XXX-X-733
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

From 620-0- (ROADRUNNER #2) to 494-1- (NORTH ALAMO VILLAGE) in the amount of $26,516.95. Funding available for transfer as of 8/14/08.

Attachments

Link: Copy of 10628_08-13-08 TRANSFER FOR NORTH ALAMO FROM ROADRUNNER 733 TO 733

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	08/14/2008 07:57 AM	APRV
2	Dale Kennan	Dale Kennan	08/14/2008 09:27 AM	APRV
3	Auditor's Office	Linda Fong	08/14/2008 11:52 AM	APRV
4	Mike Escaname		08/15/2008 05:32 PM	NEW
Form Started By: Marcie Jackson			Started On: 08/13/2008 04:57 PM	
Final Approval Date: 08/15/2008				

INTERDEPARTMENTAL TRANSFER

DATE: August 13, 2008

DEPARTMENT HEAD: Agapito Vargas, Jr.

DEPARTMENT NAME: Colonia Access Program - BCAP

ACCOUNT NUMBER: 8-1311-431-00-122-XXX-X-733

SUBJECT: **Interdepartmental Transfer/s (increase/decrease)**

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
FROM:		
8-1311-431-00-122-620-0-733	ROADRUNNER #2 - DRAINAGE DITCHES	(26,516.95)
TO:		
8-1311-431-00-122-494-1-733	NORTH ALAMO VILLAGE - DRAINAGE DITCHES	$ 26,516.95
	Total Budget (Increase/Decrease)	**26,516.95**

REASON: TRANSFER TO COVER FUNDS FOR COSTS NEEDED TO COMPLETE PROJECT.

Department Head Signature

Date

Approved Commissioners' Court

Attest County Clerk

AI-10599 **15.D.**

Chubb Check-DOL: 3/15/08

CC REGULAR

Date: 08/19/2008
Submitted By: Aida Alvarez, SAFETY DIVISION
Submitted For: Roy Quintanilha
Department: SAFETY DIVISION
Agenda Area: Budget and Management

Information

CAPTION

Safety Division:
Approval to accept initial check #4368288 for $536,055.97 from Chubb Group Insurance Company for water Damages at Courthouse on March 15, 2008.

BACKGROUND

Acct #: 8-1100-360-00-000-005-0-000

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	08/14/2008 07:50 AM	APRV
2	Damaris San Miguel	Dina Trevino	08/15/2008 02:49 PM	APRV
3	Auditor's Office		08/15/2008 05:32 PM	NEW
Form Started By: Aida Alvarez			Started On: 08/13/2008 11:44 AM	
Final Approval Date: 08/15/2008				

AI-10589 **15.E.**

interdept. transfer - US/Mexico membership dues
CC REGULAR

Date: 08/19/2008
Submitted By: Monica Badillo, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Area: Budget and Management

Information

CAPTION

County Commissioners:
Approval of 2008 interdepartmental transfer from Co. Wide Adm- Contingency to County Commissioners- Dues & Memberships in the amount of $ 10,500.00.

BACKGROUND

See AI-10588

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1100-41X-X0-115-0XX-0-8XX
FUNDS AVAILABLE Y/N?: Yes **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Funds available as of 08/14/08.

Attachments

Link: Transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	08/14/2008 07:49 AM	APRV
2	Veronica Lopez	Veronica Lopez	08/14/2008 09:36 AM	APRV
3	Auditor's Office	Linda Fong	08/14/2008 11:50 AM	APRV
4	Purchasing Department	Marty Salazar	08/14/2008 12:04 PM	APRV
5	Court Administrator (Originator)	Angela Garcia	08/14/2008 01:10 PM	APRV

Form Started By: Monica Badillo Started On: 08/13/2008 09:51 AM

Final Approval Date: 08/14/2008

BUDGET INTER-DEPARTMENTAL TRANSFER

DATE: August 13, 2008

DEPARTMENT HEAD: Valde Guerra

DEPARTMENT NAME: County Commissioners

ACCOUNT NUMBER: 8-1100-413-30-115-017-0- XXX

CONTACT PERSON: Monica Badillo **TELEPHONE NO.** ext. 5404

SUBJECT: Inter-departmental Transfer/s

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
FROM		
8-1100-415-00-115-002-0-899	Co. Wide Adm.Contingency	(10,500.00)
TO		
8-1100-413-30-115-017-0-810	Co. Commissioners - Dues & Memberships	10,500.00
	TOTAL BUDGET INCREASE (DECREASE)	$0.00

REASON: To pay for membership dues to US/Mexico Border Coalition for 2008-2009.

DEPARTMENT HEAD SIGNATURE

/ /
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-10660 **15.F.**

Interdept transfer from Contingency to Adult Probation for electricity
CC REGULAR

Date: 08/19/2008
Submitted By: Ivan Cantu, BUDGET & MANAGEMENT
Submitted For: Valde Guerra
Department: BUDGET & MANAGEMENT
Agenda Area: Budget and Management

Information

CAPTION

Adult Probation:
Approval of 2008 interdepartmental transfer from Countywide Administration - Contingency to Adult Probation - Electricity (1100) in the amount of $23,650.00.

BACKGROUND

To partially fund electricity services for year end (July-Dec. 08). Line item transfer pending, refer to AI 10662 CC 8-19-08, consent agenda, in the amount of $6,350.00. Please refer to request letter dated 8-13-08 from Adult Probation Dept to DBM.

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1100-4XX-00-XXX-00X-0-XXX
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

8-1100-415-00-115-002-0-899 --> 8-1100-423-00-320-001-0-622 $23,650.00; Funds available as of 8-14-08.

As per Diana Solis from Adult Probation Dept the estimated monthly electricity expense is $5,000.00.

Attachments

Link: Adult Probation transfer
Link: Adult Probation letter

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Ivan Cantu (Originator)	Ivan Cantu	08/14/2008 03:44 PM	APRV
2	Budget & Management	Veronica Lopez	08/14/2008 03:48 PM	APRV
3	Veronica Lopez	Veronica Lopez	08/14/2008 04:10 PM	APRV
4	Auditor's Office		08/15/2008 05:32 PM	NEW

Form Started By: Ivan Cantu — Started On: 08/14/2008 03:00 PM

Final Approval Date: 08/15/2008

DATE: August 14, 2008

DEPARTMENT HEAD: Valde Guerra

2008
Transfer

DEPARTMENT NAME: Dept of Budget & Mgmt for Adult Probation

ACCOUNT NUMBER: 8-1100-4XX-00-1XX-00X-0- XXX

CONTACT PERSON: Ivan Cantu **PHONE:** (956) 292-7025 Ext. 5425

SUBJECT: **Interdepartmental Transfer/s in Accordance with Local Government Code Chapter 111, Subchapter C.**

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE / DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		AMOUNT
FROM			
8-1100-415-00-115-002-0- 899	Co. Wide Adm.-	Contingency	(23,650.00)
TO			
8-1100-423-00-320-001-0- 622	Adult Probation-	Electricity	23,650.00
	TOTAL BUDGET INCREASE (DECREASE)		0.00

REASON: **To partially fund electricity services for the Adult Probation Dept for year end, pending line item transfer, refer to AI 10662 CC 8-19-08, consent agenda. July-Dec. 08 pending to be paid.**

SIGNATURE

COMMISSIONERS COURT

DATE / /

ATTEST, COUNTY CLERK

HIDALGO COUNTY
COMMUNITY SUPERVISION & CORRECTIONS DEPARTMENT
(ADULT PROBATION)

RICARDO P. RODRIGUEZ, JR.
JUDGE 92ND DISTRICT COURT

RODOLFO "RUDY" DELGADO
JUDGE 93RD DISTRICT COURT

BOBBY FLORES
JUDGE 139TH DISTRICT COURT

ROSE GUERRA REYNA
JUDGE 206TH DISTRICT COURT

JUAN R. PARTIDA
JUDGE 275TH DISTRICT COURT

MARIO E. RAMIREZ, JR.
JUDGE 332ND DISTRICT COURT

NOÉ GONZALEZ
JUDGE 370TH DISTRICT COURT

JOE E. LOPEZ
EXECUTIVE DIRECTOR

P.O. BOX 970
Edinburg, Texas 78540
Phone (956) 587-6000
Fax (956) 318-2488

LETICIA LOPEZ
JUDGE 389TH DISTRICT COURT

AÍDA SALINAS FLORES
JUDGE 398TH DISTRICT COURT

THOMAS P. WINGATE
JUDGE 430TH DISTRICT COURT

RODOLFO "RUDY" GONZALEZ
JUDGE COUNTY COURT AT LAW NO. 1

JAIME J. PALACIOS
JUDGE COUNTY COURT AT LAW NO. 2

FEDERICO (FRED) GARZA, JR.
JUDGE COUNTY COURT AT LAW NO.4

ARNOLDO CANTU
JUDGE COUNTY COURT AT LAW NO. 5

ALBERT GARCIA
JUDGE COUNTY COURT AT LAW NO. 6

August 13th, 2008

Valde Guerra
Chief Financial Officer
County of Hidalgo

Dear Valde;

The general fund electricity account is running short of funds. The account was budgeted for $36,000.00. As of today, payments have been made up to June 18th, 2008 which is just under six months. With a current balance of $4,849.13, I project that our department will need an additional $30,000.00 to complete the calendar year.

Sincerely,

Joe Lopez, Executive Director
Community Supervision &
Corrections Department
County of Hidalgo

JL:ds

Account Inquiry - FAINQ01A 01/22/08 8:50 am

Account No 5-1100-423-00-320-001-0-622 Accounting Period 13 Period YTD 208452 pg 07 -1 1 1

Acct. Year 8 Previous Year Info. Description ADULT PROB-ELECTRICITY

Summary | Budgets | Open Encumbrances | Encumbrance Detail | All Encumbrances | Checks | All

Period	Original Budget	Adjusted Budget	Encumbrance	Actual	Avail/Rec/Bal
01	36,000.00	36,000.00	.00	.00	36,000.00
02	.00	.00	.00	5,003.19	30,996.81
03	.00	.00	.00	4,408.59	26,588.22
04	.00	.00	.00	4,868.67	21,719.55
05	.00	.00	.00	5,319.41	16,400.14
06	.00	.00	.00	5,510.89	10,889.25
07	.00	.00	.00	6,040.12	4,849.13
YTD	36,000.00	36,000.00	.00	31,150.87	4,849.13
PRE	.00	.00	.00	.00	.00
TOT	36,000.00	36,000.00	.00	31,150.87	4,849.13

Account Inquiry - FAINQ01A 01/22/08 8:50 am

Account No 8-1100-423-00-320-001-0-622 Accounting Period 13 Period YTD 208452 pg 07 -1 1 1

Acct. Year 8 Previous Year Info. Description ADULT PROB-ELECTRICITY

Summary | Budgets | Open Encumbrances | Encumbrance Detail | All Encumbrances | Checks | All

Check	Claim	Invoice No	Date	PO No	Vendor No	Vendor Name	Period	Amount
01-00289251	01059533	111 006 124 928 6	07-11-2008		277223	RELIANT ENERGY SOLUTIONS DEI	07	6,040.12
01-00288049	01054894	111 006 043 643 9	06-17-2008		277223	RELIANT ENERGY SOLUTIONS DEI	06	5,510.89
01-00286467	01047713	112 003 214 194 2	05-19-2008		277223	RELIANT ENERGY SOLUTIONS DEI	05	5,319.41
01-00285033	01040728	111 005 884 549 2	04-22-2008		277223	RELIANT ENERGY SOLUTION	04	4,868.67
01-00283526	01034564	111 005 803 466 7	03-18-2008		277223	RELIANT ENERGY SOLUTIONS DEI	03	4,408.59
01-00282544	01030662	111 005 698 924 3	02-26-2008		277223	RELIANT ENERGY SOLUTIONS DEI	02	5,003.19

upto 6/18/08

Total 31,150.87

AI-10673 **15.G.**

Interfund Transfer
CC REGULAR

Date: 08/19/2008
Submitted By: Sergio Cruz, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Area: Budget and Management

Information

CAPTION

Approval of 2008 interfund transfer from Indigent Health Care Program (1249) to County Wide Administration (1100) in the amount of $125,660.14.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1249-444-00-240-004-8-843
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Available balance as of 8-15-08 $2,477,732.17

Attachments

Link: Transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	08/15/2008 11:09 AM	APRV
2	Manuel Chapa	Manuel Chapa	08/15/2008 11:38 AM	APRV
3	Auditor's Office		08/15/2008 05:32 PM	NEW
Form Started By: Sergio Cruz			Started On: 08/15/2008 10:35 AM	
Final Approval Date: 08/15/2008				

DATE: August 19, 2008

DEPARTMENT HEAD: VALDE GUERRA

DEPARTMENT NAME: DEPARTMENT OF BUDGET AND MANAGEMENT

SUBJECT: **Inter-fund Transfer/s (transfer in/out) (increase/decrease) in Accordance with Local Government Code Chapter 111, Subchapter C.**

Honorable Commissioner's Court of Hidalgo County:

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

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
8-1100-415-00-115-002-0- 899	CO WIDE ADM-CONTINGENCY	125,660.14
8-1100-491-01-000-249-0- 891	TRANSFER OUT	(125,660.14)
8-1249-391-01-000-100-0- 000	TRANSFER IN	(125,660.14)
8-1249-444-00-240-004-8- 843	UPL FY 2007-2008-AID TO NONGOVT AGENCY	(125,660.14)
	TOTAL BUDGET INCREASE (DECREASE)	(125,660.14)

REASON: **REVERSE ORIGINAL TRANSFER DUE TO EXCESS FUNDING FOR UPL FY 2007-2008. TOTAL FUNDING FOR UPL IS $8,500,000.00 LESS INDIGENT CARE EXPENSES MADE DIRECTLY BY COUNTY.**

DEPARTMENT HEAD SIGNATURE

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

AI-10674 **15.H.**

Interdepartmental Transfer - Burner Station
CC REGULAR

Date: 08/19/2008
Submitted By: Sergio Cruz, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Area: Budget and Management

Information

CAPTION

Precinct No. 1-Sanitation:
Approval of 2008 interdepartmental transfer from Countywide Administration - Contingency to Sanitation Precinct 1 - Other Land (1100) in the amount of $125,660.14.

BACKGROUND

To fund the purchase of the 5 Acre Tract for Burner Station (property settlement).

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1100-4XX-00-1XX-00X-0-XXX
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

8-1100-415-00-115-002-0-899 --> 8-1100-432-00-121-001-0-719 $125,660.14.
Funds available pending transfer. See AI-10,673 transfer to Countywide Contingency from Indigent Health UPL excess funding.

Attachments

Link: Transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	08/15/2008 11:09 AM	APRV
2	Ivan Cantu	Ivan Cantu	08/15/2008 01:26 PM	APRV
3	Auditor's Office		08/15/2008 05:32 PM	NEW
Form Started By: Sergio Cruz			Started On: 08/15/2008 10:41 AM	
Final Approval Date: 08/15/2008				

DATE: August 19, 2008

DEPARTMENT HEAD: VALDE GUERRA

DEPARTMENT NAME: DEPT. OF BUDGET AND MANAGEMENT
FOR SANITATION PRECINCT 1

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

Honorable Commissioner's Court of Hidalgo County:

I would like to request the following amendments (increases) to my departmental budget in accordance with Local Government Code, Chapter 111 Subchapter C, Section 111.070, Subsection C.

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
FROM		
8-1100-415-00-115-002-0- 899	COUNTY WIDE ADMINISTRATION - CONTINGENCY	(125,660.14)
TO		
8-1100-432-00-121-001-0- 719	SANITATION PCT.1-OTHER LAND	125,660.14
TOTAL BUDGET INCREASE (DECREASE)		**0.00**

REASON: **TO FUND PURCHASE OF 5 ACRE TRACT FOR BURNER STATION.**

DEPARTMENT HEAD SIGNATURE

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

AI-10676 **15.I.**

Bank Account for FEMA Reimbursements
CC REGULAR

Date: 08/19/2008
Submitted By: Erika Reyna, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Area: Budget and Management

Information

CAPTION

Approval and authorization for County Treasurer to establish the necessary accounts with Hidalgo County's depository bank as set forth by the Federal Emergency Management Agency and the State of Texas.

BACKGROUND

Account will be used to deposit reimbursements from FEMA to Hidalgo County.

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:**
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

The creation of the bank account requires no funding at this time.

Attachments

Link: Direct Deposit Form

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	08/15/2008 01:17 PM	APRV
2	Rey Salazar	Rey Salazar	08/15/2008 02:14 PM	APRV
3	Auditor's Office		08/15/2008 05:32 PM	NEW
Form Started By: Erika Reyna			Started On: 08/15/2008 01:15 PM	
Final Approval Date: 08/15/2008				

74-176
(Rev 1-07/5)

For Comptroller's use only

VENDOR DIRECT DEPOSIT AUTHORIZATION

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

INSTRUCTIONS

- Use only BLUE or BLACK ink.
- Alterations must be initialed.
- Check all appropriate box(es).
- For further instructions, see the back of this form.

TRANSACTION TYPE

SECTION 1

☐ New setup	*(Sections 2, 3 & 4)*	☐ Change financial institution	*(Sections 2, 3 & 4)*
☐ Cancellation	*(Sections 2 & 3)*	☐ Change account number	*(Sections 2, 3 & 4)*
☐ Interagency transfer	*(Sections 2, 3 & 4)*	☐ Change account type	*(Sections 2, 3 & 4)*

PAYEE IDENTIFICATION

SECTION 2

1. Social Security number or Federal Employer's Identification (FEI)		2. Mail code *(if not known, will be completed by Paying State Agency)*	
3. Name		4. Business phone number ( )	
5. Mailing address	6. City	7. State	8. ZIP code

AUTHORIZATION FOR SETUP, CHANGES OR CANCELLATION

SECTION 3

9. I authorize the Comptroller of Public Accounts to deposit my payments from the state of Texas to my financial institution electronically. I further understand that the Comptroller of Public Accounts will reverse any payments made to my account in error.

I also agree to comply with the National Automated Clearing House Association's rules and the Texas Comptroller of Public Accounts' rules for electronic payments at all times.

10. Authorized signature	11. Printed name	12. Date

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

SECTION 4

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

CANCELLATION BY AGENCY

SEC. 5

24. Reason	25. Date

PAYING STATE AGENCY

SECTION 6

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

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

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

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

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

Email: claims.pin@cpa.state.tx.us

Phone: 512/936-8138 in Austin or 800/531-5441 Ext. 6-8138 toll free

AI-10680 **15.J.**

C.O., 2006 - ADMINISTRATION BUILDING
CC REGULAR

Date: 08/19/2008
Submitted By: Sergio Cruz, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Area: Budget and Management

Information

CAPTION

Approval of interdepartmental transfer (1336) for Certificates of Obligation, Series 2006 from Buildings and Grounds - Administration Building (program 025) to Administration Building - 100 E. Cano (073) in the amount of $3,000,000.00.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1336-419-40-220-025-0-452
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

$3,148,343.06 available account balance as of 08/15/2008

Attachments

Link: transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	08/15/2008 03:23 PM	APRV
2	Veronica Lopez	Veronica Lopez	08/15/2008 03:32 PM	APRV
3	Auditor's Office		08/15/2008 05:32 PM	NEW
Form Started By: Sergio Cruz			Started On: 08/15/2008 03:09 PM	
Final Approval Date: 08/15/2008				

DATE: August 19, 2008

DEPARTMENT HEAD: VALDE GUERRA

DEPARTMENT NAME: DEPT. OF BUDGET AND MANAGEMENT
FOR CERTIFICATES OF OBLIGATION, SERIES 2006

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

Honorable Commissioner's Court of Hidalgo County:

I would like to request the following amendments (increases) to my departmental budget in accordance with Local Government Code, Chapter 111 Subchapter C, Section 111.070, Subsection C.

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
FROM		
8-1336-419-40-220-025-0- 452	C.O.,2006-B&G-ADM BLDG-BLDG ADD & RENOV	(3,000,000.00)
TO		
8-1336-419-00-115-073-0- 452	C.O.,2006-ADM. BUILDING-100 E CANO-BLDG ADD & RENOV	3,000,000.00
TOTAL BUDGET INCREASE (DECREASE)		**0.00**

REASON: **TO FUND RENOVATIONS TO ADMINISTRATION BUILDING (100 E. CANO).**

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

AI-10677 **15.K.**

Deletion and creation of position
CC REGULAR

Date:	08/26/2008
Submitted By:	Rosie Cantu, BUDGET & MANAGEMENT
Submitted For:	Valde Guerra/Elections
Department:	BUDGET & MANAGEMENT
Agenda Area:	Budget and Management

Information

CAPTION

Elections:
1. Approval to delete one (1) vacant full-time Head Bookkeeper position, slot no. 130-001-0006 budgeted at $32,018.00 per year.
2. Approval of revised salary schedule

Department of Budget & Management:
1. Approval to create one (1) permanent full time Budget Analyst I position, slot no. 115-001-0021 budgeted at $38,480.00 per year.
2. Approval of interdepartmental transfer
3. Approval of revised salary schedule

BACKGROUND

Fiscal Impact

Attachments

Link: Job Description- Had Bookkeeper

Link: Job Description-Budget Analyst I

Link: fiscal note

Link: Interdepartmental Transfer

Link: Revised Salary Schedule-Elections

Link: Revised Salary Schedule-DBM (BD)

Form Routing/Status

Form Started By: Rosie Cantu	Started On: 08/15/2008 01:42 PM
Final Approval Date: 08/15/2008	

HIDALGO COUNTY
ELECTIONS DEPARTMENT

Job Title:	**Head Bookkeeper**	**FLSA Status:**	**Non-Exempt**
Dept No:	**130-001**	**Service Status:**	**Non-Exempt**

SUMMARY:
Under the direct supervision of the Elections Administrator, maintain bookkeeping records of the Elections Department; work closely with the Director of Operations. Duties include, accounts payable, payroll, purchasing and budgeting.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

- Purchase items necessary for the operation of the Elections Department;
- Prepare requisition and purchase orders for the purpose of buying and/or encumbering items for the operation of the Elections Department;
- Receive and audit invoices for services rendered to the Elections Department to be submitted and processed by the county auditor;
- Reconcile and maintain vendor accounts with Hidalgo County;
- Process timesheets, P2 forms, change of status, and verify corrections of position to be filed and or terminated;
- Assist general public, answer phone inquiries and refer calls accordingly;
- Type letters, reports and other necessary documents as requested by Elections Administrator and administrative staff;
- Other duties as assigned during the election period;
- Regular attendance is a must;
- Get along with co-workers;

QUALIFICATION REQUIREMENTS:
To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential duties and responsibilities;

EDUCATION and/or EXPERIENCE

- High School Diploma or GED;
- Associates degree in related field, or have a minimum of three (3) years experience in administration and bookkeeping procedures;
- Must have excellent computer skills, knowledge of spreadsheets and budget process;
- Bilingual preferred;

CERTIFICATES, LICENSES, REGISTRATIONS

- Employee must have a current valid Texas Motor Vehicle Operator's License;
- Must be able to be insured by the County's Insurance carrier;
- May be required to be bondable;

OTHER SKILLS AND ABILITIES

- Employee may be assigned other duties in addition to those listed; duties may change according to the changing needs of the County;
- Employee must be able to work under stressful conditions;
- Employee must be able to multi-task;

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job;

While performing the duties of this job, the employee is required to talk or hear. The employee is required to stand. The employee is required to walk; sit; use hands to finger, handle, or feel objects, tools, or controls; reach with hands and arms; climb or balance; stoop, and kneel;

The employee must occasionally lift and/or move over twenty-five (25) pounds. Specific vision abilities required by this job include close vision, depth perception, and the ability to adjust focus;

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job;

The noise level in the work environment is usually moderate;

SAFETY REQUIREMENTS:

Maintain physical condition appropriate to the performance of assigned duties and responsibilities which may include the following:

- sitting for extended periods of time;
- operating assigned equipment;
- standing for extended periods of time;
- carrying ballot boxes which may weigh over twenty- five (25) pounds;

Maintain mental capacity which permits:

- making sound decisions and using good judgment;
- handling financial affairs effectively and honestly;
- maintaining confidentiality;
- demonstrating intellectual capabilities;

Effectively handle a work environment and conditions which involve:

- working closely with others;

- working in a multi-task environment;

Maintain effective audio-visual discrimination and perception needed for:

- making observations;
- reading and writing;
- operating assigned equipment;
- communicating with others;

ACCIDENT PREVENTION PROGRAM:
Required to follow all departments' safety regulations;

HIDALGO COUNTY

Department of Budget and Management

JOB TITLE: Budget Analyst I FLSA STATUS: Non - Exempt

DEPARTMENT: 115 - 001 CIVIL SERVICE STATUS: Non - Exempt

GENERAL JOB DESCRIPTION:

Under the direction of the Manager, Budget Management Section, performs budget preparation and analysis work. Work involves examining, reviewing, and analyzing operating budgets; compiling data, statistics, or reports relating to budgetary activities; preparing and revising annual operating budgets; and providing technical advice or assistance to county departments on budgetary matters. Usually has responsibility for monitoring certain departments and or funds. May train or coordinate work of a budget clerk.

EXAMPLES OF WORK PERFORMED:

Prepares county budget forms and instructions.
Develops budget policies or procedures.
Prepares special reports related to budget data.
Provides advice or assistance to county department staff on budget planning and management.
Examines operating budgets to determine whether budgeted funds have been allocated to the appropriate classification of cost.
Reviews operating budget reports to project expenditures and to determine shortages or surpluses.
Coordinates budgeting procedures, preparation, or reporting with other units or departments.
Reports those areas where funds can most appropriately be utilized through fund transfers.
Advises departments about actions that may be required to stay within budgeted funds.
Studies or develops budget formulas used in budget preparations
Performs related work as assigned.

MINIMUM QUALIFICATIONS:

A bachelor's degree from an accredited college or university in accounting, business administration, public administration or other related major. Two years of the required experience may be substituted for one year of the required education with a maximum substitution of two years.

One year of full-time experience in accounting, auditing, budget preparation, financial management, statistical analysis, or other responsible analytical or professional work that provided a knowledge of budget procedures, budget execution, budgetary and financial relationships with workloads of organizational element, organizational structure, and work processes of an organization.

KNOWLEDGE, SKILLS, AND ABILITIES

Knowledge of governmental accounting and budgetary procedures.
Knowledge of the principles of organization and management.
Knowledge of the capabilities and products of electronic data processing.
Ability to analyze fiscal management information and determine need for and best use of funds.
Ability to develop and implement budgetary policies and procedures.
Ability to analyze budgetary problems and develop and present alternative solutions.
Ability to plan work of staff compiling fiscal data.
Ability to communicate orally and in writing.
Ability to maintain effective working relationships with others.
Skill in the use of computer software to analyze data.

CERTIFICATES, LICENSES, AND REGISTRATIONS

Must have a current valid Texas Motor Vehicle Operator's license
Must be able to be insured by the County's insurance carrier.
Must have liability insurance.

OTHER SKILLS AND ABILITIES

May be assigned other duties in addition to those listed; duties may change according to the changing needs of the Budget Office and/or the County.

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.

While performing the duties of this job, the employee is required to talk or hear. The employee is required to stand, walk, sit, use hands, handle or feel objects. The employee may also need to climb, balance, stoop, or kneel. The employee must occasionally lift and/or move heavy items or objects. Specific vision abilities required by this job include close vision, depth perception, and the ability to adjust focus.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job.

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS

Maintain physical conditions appropriate to the performance of assigned duties and responsibilities which may include the following:

- Sitting for extended periods of time
- Operating assigned equipment

MENTAL REQUIREMENTS

Maintain mental capacity appropriate to the performance of assigned duties and responsibilities which may include the following:

- Making sound decisions and using good judgment
- Handling budgetary and financial affairs effectively and honestly
- Maintaining confidentiality
- Demonstrating intellectual capabilities

OTHER REQUIREMENTS

Effectively handle a work requirement and conditions which involve the following”

- Working closely with others
- Working in a multi-task environment

Maintain effective audio-visual discrimination and perception needed for:

- Making observations
- Reading and writing
- Operating assigned equipment
- Communicating with others

ACCIDENT PREVENTION PROGRAM

Required to follow all County and department safety policies and procedures

Hidalgo County
Department of Budget & Management
FISCAL NOTE

•Fiscal notes are prepared by the Department of Budget & Management to present the budgetary impact of requests by departments/offices or of new proposals that were not approved during the budget process.

To: Commissioner' Court
From: Valde Guerra, Budget Officer
CC Date: Tuesday, August 19, 2008

REVISED
08/18/2008

Agenda Item: 10677

Summary of request/proposal:
The Commissioners' Court Executive Office is requesting to delete one (1) permanent full-time Headbookkeeper position, slot no. 130-001-0006 budgeted at $32,018.00 per year and create one (1) permanent full time Budget Analyst I position, slot no. 115-001-0021 budgeted at $38,480.00 per year. (Funding to be transfered from deleted position (130-001-0006) at elections dept.)

Fund	Position	Slot#	Obj	Current Budgeted Salary	Adjustment Requested	Total Requested
ELECTIONS DEPT.						
1100	HEAD BOOKKEEPER	0006	113	0.00	32,018.00	-32,018.00
DBM-BD						
1100	BUDGET ANALYST I	0021	113	38,480.00	0.00	38,480.00
				38,480.00	32,018.00	6,462.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME	AMOUNT
8-1100-415-14-115-001-0-	113	BUDGET & MANAGEMENT PERM F/T EMPLOYEES	$14,246.41
8-1100-415-14-115-001-0-	211	BUDGET & MANAGEMENT HEALTH INSURANCE	$1,541.63
8-1100-415-14-115-001-0-	212	BUDGET & MANAGEMENT LIFE INSURANCE	$12.22
8-1100-415-14-115-001-0-	220	BUDGET & MANAGEMENT FICA	$1,089.85
8-1100-415-14-115-001-0-	230	BUDGET & MANAGEMENT RETIREMENT	$1,294.17
8-1100-415-14-115-001-0-	250	BUDGET & MANAGEMENT UNEMPLOYMENT COMP	$73.70
8-1100-415-14-115-001-0-	260	BUDGET & MANAGEMENT WORKER'S COMP	$22.15
		2008 Budgetary Impact	$18,280.13

2009 Budgetary Impact: **$49,510.86**

Possible Funding Sources: To be funded from Interdepartmental Transfer & General Fund

Budget Office Recommendation:

BUDGET INTER-DEPARTMENTAL TRANSFER

DATE: August 15, 2008

AI-10677

DEPARTMENT HEAD: VALDE GUERRA

DEPARTMENT NAME: DEPT OF BUDGET & MANAGEMENT FOR BUDGET DIVISION/ ELECTIONS

ACCOUNT NUMBER: 8-1100-4XX-00-XXX-00X-0-XXX

CONTACT PERSON: ROSIE CANTU **TELEPHONE NO.** (956) 292-7025

SUBJECT: Interdepartmental Transfer/s

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
FROM		
8-1100-414-00-130-001-0- 113	ELECTIONS DEPT-PERM F/T EMPLOYEES	(14,246.41)
8-1100-414-00-130-001-0- 211	ELECTIONS DEPT-HEALTH INS.	(1,541.63)
8-1100-414-00-130-001-0- 212	ELECTIONS DEPT-LIFE INS.	(12.22)
8-1100-414-00-130-001-0- 220	ELECTIONS DEPT-FICA	(1,089.85)
8-1100-414-00-130-001-0- 230	ELECTIONS DEPT-RETIREMENT	(1,294.17)
8-1100-414-00-130-001-0- 250	ELECTIONS DEPT-UNEMPLOYMENT COMP	(73.70)
8-1100-414-00-130-001-0- 260	ELECTIONS DEPT-PERM F/T EMPLOYEES	(22.15)
TO		
8-1100-415-14-115-001-0- 113	BUDGET & MANAGEMENT-PERM F/T EMPLOYEES	14,246.41
8-1100-415-14-115-001-0- 211	BUDGET & MANAGEMENT-HEALTH INS.	1,541.63
8-1100-415-14-115-001-0- 212	BUDGET & MANAGEMENT-LIFE INS.	12.22
8-1100-415-14-115-001-0- 220	BUDGET & MANAGEMENT-FICA	1,089.85
8-1100-415-14-115-001-0- 230	BUDGET & MANAGEMENT-RETIREMENT	1,294.17
8-1100-415-14-115-001-0- 250	BUDGET & MANAGEMENT-UNEMPLOYMENT COMP	73.70
8-1100-415-14-115-001-0- 260	BUDGET & MANAGEMENT-PERM F/T EMPLOYEES	22.15
	TOTAL BUDGET INCREASE (DECREASE)	0.00

REASON: INTERDEPARTMENTAL TO FUND THE CREATION OF A NEW BUDGET ANALYST I POSITION, SLOT NO. 115-001-0021 BUDGETED AT $38,480.00 PER YEAR. VACANT HEAD BOOKKEEPER POSITION, SLOT NO. 130-001-0006 AT ELECTIONS DEPT. TO BE DELETED PENDING CC APPROVAL.

/ /

BUDGET INTER-DEPARTMENTAL TRANSFER

DEPARTMENT HEAD SIGNATURE

DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

HIDALGO COUNTY
COMMISSIONER COURT
2008 SALARY SCHEDULE

1100-414-00-130-001-0
ELECTIONS DEPT

AI- 10677

Slot #	Obj Code	POSITION TITLE	2007 BUDGETED SALARY	2008 ADJUSTED SALARY	2008 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2008 BUDGETED SALARY APPROVED	2008 ACTUAL SALARY	Other Allowances					2008 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	112	ELECTIONS ADMIN	$77,000.00	$0.00	$77,000.00	0.04	$3,080.00	($10,080.00)	$70,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0002	113	INFO TECH MANAGER	$57,628.00	$0.00	$57,628.00	0.04	$2,305.12	$0.00	$59,933.00	$59,933.00	$300.00	$0.00	$0.00	$0.00	$0.00	$60,233.00
0005	113	ELECTIONS SPECIALIST	$36,058.00	$0.00	$36,058.00	0.04	$1,442.32	$0.00	$37,500.00	$37,500.00	$360.00	$0.00	$0.00	$0.00	$0.00	$37,860.00
		DELETE														
~~0006~~	~~113~~	~~HEAD BOOKKEEPR~~	~~$30,787.00~~	~~$0.00~~	~~$30,787.00~~	~~0.04~~	~~$1,231.00~~	~~$0.00~~	~~$32,018.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~
0007	113	SENIOR FIELD SERVICE SPECIALIST	$29,919.00	$0.00	$29,919.00	0.04	$1,196.76	$0.00	$31,116.00	$31,116.00	$0.00	$0.00	$0.00	$0.00	$0.00	$31,116.00
0008	113	VOTER REG ASST	$28,784.00	$0.00	$28,784.00	0.04	$1,151.36	$0.00	$29,935.00	$29,935.00	$1,200.00	$0.00	$0.00	$0.00	$0.00	$31,135.00
0010	113	ADM SEC/BKKPR	$26,389.00	$0.00	$26,389.00	0.04	$1,055.56	$0.00	$27,445.00	$27,445.00	$1,800.00	$0.00	$0.00	$0.00	$0.00	$29,245.00
0011	113	ELECTIONS SPECIALIST ASSISTANT	$25,942.00	$0.00	$25,942.00	0.04	$1,037.68	$0.00	$26,980.00	$26,980.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26,980.00
0013	113	FIELD SERVICE SPECIALIST	$25,289.00	$0.00	$25,289.00	0.04	$1,012.00	$0.00	$26,301.00	$26,301.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26,301.00
0014	113	DATA PROCESSOR	$21,149.00	$0.00	$21,149.00	0.0473	$1,000.00	$0.00	$22,149.00	$22,149.00	$0.00	$0.00	$0.00	$0.00	$0.00	$22,149.00
0015	113	DATA PROCESSOR	$21,149.00	$0.00	$21,149.00	0.0473	$1,000.00	$0.00	$22,149.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0016	113	ELECTION CLERK	$18,424.00	$0.00	$18,424.00	0.0543	$1,000.00	$0.00	$19,424.00	$19,424.00	$0.00	$0.00	$0.00	$0.00	$0.00	$19,424.00
0017	113	ELECTION CLERK	$18,424.00	$0.00	$18,424.00	0.0543	$1,000.00	$0.00	$19,424.00	$19,424.00	$0.00	$0.00	$0.00	$0.00	$0.00	$19,424.00
0018	113	ELECTION CLERK	$18,424.00	$0.00	$18,424.00	0.0543	$1,000.00	$0.00	$19,424.00	$19,424.00	$0.00	$0.00	$0.00	$0.00	$0.00	$19,424.00
0019	113	ELECTION CLERK	$18,424.00	$0.00	$18,424.00	0.0543	$1,000.00	$0.00	$19,424.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0020	113	ELECTION CLERK	$18,424.00	$0.00	$18,424.00	0.0543	$1,000.00	$0.00	$19,424.00	$19,424.00	$0.00	$0.00	$0.00	$0.00	$0.00	$19,424.00
0021	113	ELECTION CLERK	$18,424.00	$0.00	$18,424.00	0.0543	$1,000.00	$0.00	$19,424.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0022	113	DATA PROCESSOR	$0.00	$19,424.00	$19,424.00	0	$0.00	$0.00	$19,424.00	$19,424.00	$0.00	$0.00	$0.00	$0.00	$0.00	$19,424.00
0084	113	VOTER REGISTRATION SPECIALIST	$0.00	$40,000.00	$40,000.00	0	$0.00	$0.00	$40,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
		TOTAL	$459,851.00	$0.00	$519,275.00		$20,280.80	($10,080.00)	$529,476.00	$358,479.00	$3,660.00	$0.00	$0.00	$0.00	$0.00	$362,139.00

DELETION OF HEAD BOOKKEEPER POSITION PENDING CC APPROVAL.

HIDALGO COUNTY
COMMISSIONER COURT
2008 SALARY SCHEDULE

1100-415-14-115-001-0
BUDGET & MANAGEMENT

AI- 10677

Slot #	Obj Code	POSITION TITLE	2007 BUDGETED SALARY	2008 ADJUSTED SALARY	2008 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2008 BUDGETED SALARY APPROVED	2008 ACTUAL SALARY	Other Allowances					2008 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	113	CHIEF ADMINISTRATOR	$74,000.00	$0.00	$74,000.00	0.04	$2,960.00	$0.00	$76,960.00	$76,960.00	$264.29	$0.00	$0.00	$0.00	$0.00	$77,224.29
0002	113	MANAGER, BUDGET MANAGEMENT SECTION	$61,500.00	$0.00	$61,500.00	0.04	$2,460.00	$0.00	$63,960.00	$63,960.00	$600.00	$0.00	$0.00	$0.00	$0.00	$64,560.00
0003	113	MANAGER STRATEGIC PLANNING SECTION	$61,500.00	$0.00	$61,500.00	0.04	$2,460.00	$0.00	$63,960.00	$63,960.00	$0.00	$0.00	$0.00	$0.00	$0.00	$63,960.00
0004	113	SR. BUDGET ANALYST	$45,000.00	$7,000.00	$52,000.00	0	$0.00	$0.00	$52,000.00	$52,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$52,000.00
0005	113	SR. PLANNING ANALYST	$45,000.00	$7,000.00	$52,000.00	0	$0.00	$0.00	$52,000.00	$52,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$52,000.00
0006	113	PLANNING ANALYST II	$41,000.00	$0.00	$41,000.00	0.04	$1,640.00	$0.00	$42,640.00	$42,640.00	$300.00	$0.00	$0.00	$0.00	$0.00	$42,940.00
0007	113	BUDGET ANALYST II	$41,000.00	$0.00	$41,000.00	0.04	$1,640.00	$0.00	$42,640.00	$42,640.00	$0.00	$0.00	$0.00	$0.00	$0.00	$42,640.00
0008	113	PUBLIC INFORMATION OFFICER	$40,000.00	$0.00	$40,000.00	0.04	$1,600.00	$0.00	$41,600.00	$41,600.00	$0.00	$0.00	$0.00	$0.00	$0.00	$41,600.00
0009	113	BUDGET ANALYST I	$37,000.00	$0.00	$37,000.00	0.04	$1,480.00	$0.00	$38,480.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0010	113	BUDGET ANALYST I	$37,000.00	$0.00	$37,000.00	0.04	$1,480.00	$0.00	$38,480.00	$36,400.00	$0.00	$0.00	$0.00	$0.00	$0.00	$36,400.00
0011	113	BUDGET ANALYST I	$37,000.00	$0.00	$37,000.00	0.04	$1,480.00	$0.00	$38,480.00	$38,480.00	$0.00	$0.00	$0.00	$0.00	$0.00	$38,480.00
0012	113	SUPERVISOR, CLERICAL SEC	$32,500.00	$0.00	$32,500.00	0.04	$1,300.00	$0.00	$33,800.00	$33,800.00	$360.00	$0.00	$0.00	$0.00	$0.00	$34,160.00
0014	113	BUDGET CLERK II	$30,000.00	$0.00	$30,000.00	0.04	$1,200.00	$0.00	$31,200.00	$31,200.00	$0.00	$0.00	$0.00	$0.00	$0.00	$31,200.00
0015	113	BUDGET CLERK II	$27,500.00	$0.00	$27,500.00	0.04	$1,100.00	$0.00	$28,600.00	$28,600.00	$300.00	$0.00	$0.00	$0.00	$0.00	$28,900.00
0016	113	BUDGET CLERK I	$27,000.00	$0.00	$27,000.00	0.04	$1,080.00	$0.00	$28,080.00	$28,080.00	$0.00	$0.00	$0.00	$0.00	$0.00	$28,080.00
0019	113	ECONOMIC DEVELOPMENT SPECIALIST	$53,000.00	$0.00	$53,000.00	0.04	$2,120.00	$0.00	$55,120.00	$55,120.00	$0.00	$0.00	$0.00	$0.00	$0.00	$55,120.00
0020	113	BUDGET CLERK I	$0.00	$28,080.00	$28,080.00	0	$0.00	$0.00	$28,080.00	$28,080.00	$0.00	$0.00	$0.00	$0.00	$0.00	$28,080.00
		NEW PROPOSED POSITION														
0021	**113**	**BUDGET ANALYST I**	**$0.00**	**$38,480.00**	**$38,480.00**	**0**	**$0.00**	**$0.00**	**$38,480.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
		TOTAL	$690,000.00	$80,560.00	$770,560.00		$24,000.00	$0.00	$794,560.00	$715,520.00	$1,824.29	$0.00	$0.00	$0.00	$0.00	$717,344.29

NEW PROPOSED POSITION PENDING CC APPROVAL.

AI-10685 **15.L.**

Creation of new position
CC REGULAR

Date:	08/19/2008
Submitted By:	Rosie Cantu, BUDGET & MANAGEMENT
Submitted For:	Commissioner Precinct No.3
Department:	BUDGET & MANAGEMENT
Agenda Area:	Budget and Management

Information

CAPTION

Precinct No. 3-Community Resource Center (CRC):
1. Approval to create one (1) new permanent full time CRC Coordinator position , slot no. 0001 budgeted at $30,000.00 per year.
2. Approval of revised salary schedule

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Rosie Cantu	Started On: 08/15/2008 04:16 PM
Final Approval Date: 08/15/2008	

AI-10689 **15.M.**

Creation of three (3) new Groundskeeper positions
CC REGULAR

Date:	08/19/2008
Submitted By:	Rosie Cantu, BUDGET & MANAGEMENT
Submitted For:	Buildings & Grounds
Department:	BUDGET & MANAGEMENT
Agenda Area:	Budget and Management

Information

CAPTION

1. Approval to create three (3) new permanent full time Groundskeeper positions, slot no.'s 220-001-0079, -0080, and -0081 budgeted at $20,800.00 per year.
2. Approval of revised salary.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Rosie Cantu	Started On: 08/15/2008 04:36 PM
Final Approval Date: 08/15/2008	

AI-10687 **15.N.**

Imposition of Optional Fees
CC REGULAR

Date: 08/19/2008
Submitted By: Sergio Cruz, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Area: Budget and Management

Information

CAPTION

Consideration and approval of an Order imposing vehicle registration fees for 2008 in accordance with Transporation Code Section 502.172, Section 502.1725 and Section 502.173.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

No funding necessary.

Attachments

Link: Optional Additional Fees

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	08/15/2008 04:32 PM	APRV
2	Erika Reyna	Erika Reyna	08/15/2008 05:14 PM	APRV
3	Auditor's Office		08/15/2008 05:32 PM	NEW
Form Started By: Sergio Cruz			Started On: 08/15/2008 04:27 PM	
Final Approval Date: 08/15/2008				

Texas Department of Transportation

VEHICLE TITLES AND REGISTRATION DIVISION • AUSTIN, TEXAS 78779-0001 • (512) 465-7611

June 27, 2008

The Honorable County Judge J.D. Salinas, III
Hidalgo County
100 E. Cano, 2nd Fl.
Edinburg, Texas 78539

RECEIVED
JUL 02 2008
COUNTY JUDGE

Re: Imposition of Optional Fees

Judge Salinas:

Annually, the department contacts each county to determine the Commissioners Court's intentions with respect to the collection of optional local fees in addition to the registration fee for the new calendar year. Please complete and return the enclosed form to indicate your county's intentions to retain, change or discontinue the collection of optional fees for calendar year 2009.

Chapter 502 of the Transportation Code, relating to the registration of vehicles, gives counties the option of imposing optional local fees in addition to the registration fee. Vehicles registered with certain plates not requiring a registration fee are exempt from these optional fees. Provided below is a brief description.

- **County Road and Bridge Fee** (Section 502.172) – An optional additional fee not to exceed $10.00, for registering a vehicle in the county. This fee is used for the upkeep of county roads and bridges.
- **Child Safety Fee** (Section 502.173) - An optional additional fee of not less than 50 cents or more than $1.50, for registering a vehicle in the county. This fee is used for providing school crossing guard services, with remaining money used for programs to enhance child safety, health, or nutrition; including child abuse intervention and prevention and drug and alcohol abuse prevention.
- **Transportation Project (Mobility) Fee** (Section 502.1725 – **(Cameron and Hidalgo Counties only)** – An optional additional fee not to exceed $10.00, for registering a vehicle in the county. This fee is used to fund long term transportation projects in the county.

The Commissioners Court are statutorily required to notify the department by September 1 each year when revising optional fees. If your response indicates a change in fee or adds a fee, please enclose the original court order in your returned response. We request that these items be mailed and postmarked no later than August 15. Enclosed is a fee chart, indicating your county's current optional fee(s).

If you have any questions regarding the imposition of optional fees, please contact Steve Palmer, Correspondence Services Branch Supervisor, at (512) 465-7596 or Mike Craig, Deputy Director, at (512) 465-7570. Thank you very much for your timely response.

Sincerely,

Rebecca Davio, Ph.D., Director
Vehicle Titles and Registration Division

Enclosures
cc: Amadeo Saenz, Jr., P.E., Executive Director, TxDOT
Denise Pittard, Government and Public Affairs Division, TxDOT
County Tax Assessor-Collector VTR Administration



Texas Department of Transportation

VEHICLE TITLES AND REGISTRATION DIVISION • AUSTIN, TEXAS 78779-0001 • (512) 465-7611

Imposition of Optional Fees
Calendar Year 2009

We respectfully request that you indicate below your county's intentions for collection of these fees for calendar year 2009 (January 1 through December 31, 2009) in accordance with Texas Transportation Code, Sections 502.172, 502.1725, and 502.173.

For calendar year 2009, **Hidalgo** County will:

1. Retain the current County Road and Bridge Fee of $_____.(maximum: $10)
   (No court order required)

2. Retain the current Optional Mobility Fee of $_____.(maximum: $10)
   (No court order required)

3. Retain the current Child Safety Fund Fee of $_____.(maximum: $1.50)
   (No court order required)

4. Impose a new County Road and Bridge Fee of $_____
   (Original court order required)

5. Impose a new Optional Mobility Fee of $_____.
   (Original court order required)

6. Impose a new Child Safety Fund Fee of $_____.
   (Original court order required)

7. Discontinue the County Road and Bridge Fee of $_____.
   (Original court order required)

8. Discontinue the Optional Mobility Fee of $_____
   (Original court order required)

9. Discontinue the Child Safety Fund Fee of $_____.
   (Original court order required)

10. Impose TOTAL 2009 fees of $_____.

Changes shown in items 4, 5, 6, 7, 8 and/or 9 require submittal of an original County Commissioner's Court Order noting this change.

Please return this completed form in the enclosed postage-paid self-addressed envelope as soon as possible, but not later than **August 15, 2008**. A faxed response to (512) 465-3034 will also be acceptable. If you are available to be contacted electronically for future mailings, please provide your e-mail address below. Thank you.

E-Mail Address: _____

SCHEDULE OF TEXAS REGISTRATION FEES

EFFECTIVE January 1, 2008 **EXPIRES December 31, 2008**

STATE LAW ALLOWS THE COLLECTION OF LOCAL FEES AT THE TIME OF VEHICLE REGISTRATION

The fees indicated below are local fees that will be collected with your vehicle registration fee through your County Tax Assessor-Collector's office. The total fee highlighted in red on your renewal notice includes the extra fees if applicable. Please enclose an additional $1.00 for handling when registering by mail. **"Owners of machinery and farm trailers are not subject to the payment of the extra fees, only the registration fees."**

Anderson $10	Brazos $11 50	Cochran $10	Delta $10	Freestone $10	Hamis $11 50	Jasper $10	Lavaca $10	Moore $10	Palo Pinto $10	Sabine $10	Terrell $5	Wheeler $5
Andrews $5	Brewster $10	Coke $10	Denton $11 50	Frio $11 50	Harrison $10	Jeff Davis $10 50	Lee $10	Morard $10	Panola $10	San Augustine $11 50	Terry $10	Wichita $10
Angelina $10	Briscoe $10	Coleman $10	DeWitt $10	Gaines $7 50	Hartley $10	Jefferson $10	Leon $10	Motland $10	Parmer $10	San Jacinto $11 50	Throckmorton $10	Wilbarger $10
Aransas $10	Brooks $10	Collin $11 50	Dimmit $11 50	Galveston $10	Haskell $10	Jim Hogg $11 50	Liberty $10	Milam $10	Pecos $10	San Patricio $11 50	Titus $10	Willacy $10
Archer $10	Brown $10	Collingsworth $10	Donley $10	Garza $7 50	Hays $10	Jim Wells $11 50	Limestone $10	Mills $10	Polk $11 50	San Saba $10	Tom Green $11 50	Williamson
Armstrong $10	Burleson $10	Colorado $10	Duval $10	Gillespie $11 50	Hemphill $5	Johnson $10	Lipscomb $10	Mitchell $10	Potter $10	Schleicher $10	Travis $11 50	$11 50
Atascosa $10	Burnet $10	Comal $11 50	Eastland $10	Goliad $10	Henderson $10	Jones $10	Live Oak $10	Montague $10	Presidio $10	Scurry $10	Trinity $11 50	Wilson $10
Austin $10	Caldwell $10	Comanche $10	Ector $10	Gonzales $10	Hidalgo $20	Karnes $10	Llano $10 75	Montgomery $10	Rains $11 50	Shackelford $10	Tyler $11	Winkler $7 50
Bailey $10	Calhoun $8	Concho $10	Edwards $10	Gray $10	Hill $10	Kaufman $10	Lubbock $10	Moore $10	Randall $10	Shelby $10	Upshur $10	Wise $10
Bandera $10	Callahan $10	Cooke $10	Ellis $10	Grayson $10	Hockley $10	Kendall $11	Lynn $10	Morris $10	Reagan $10	Sherman $10	Upton $5	Wood $10
Bastrop $10	Cameron $15	Coryell $10	El Paso $10	Gregg $10	Hood $10	Kent $10	Madison $10	Motley $10	Real $10	Smith $11 50	Uvalde $10	Yoakum $10
Baylor $10	Camp $10 50	Cottle $10	Erath $10	Grimes $10	Hopkins $10	Kimble $10	Marion $10	Nacogdoches $10	Red River $10	Somervell $5	Val Verde $10	Young $10
Bee $10	Carson $10	Crockett $5	Falls $10	Guadalupe $10	Houston $10	Kinney $10	Martin $10	Navarro $10	Reeves $5	Starr $10	Van Zandt $10	Zapata $6 50
Bell $11 50	Cass $10	Crosby $10	Fannin $10	Hale $10	Howard $10	Kleberg $10	Matagorda $10	Newton $10	Refugio $10	Stephens $10	Victoria $10	Zavala $11 50
Bexar $11 50	Castro $10	Culberson $10	Fayette $10	Hall $10	Hudspeth $10	Knox $10	Maverick $10	Nolan $10	Roberts $5	Sterling $10	Walker $10	
Blanco $11 50	Chambers $10	Dallam $10	Fisher $10	Hamilton $10	Hunt $10	Lamar $10	McCulloch $10	Nueces $10	Robertson $11 50	Stonewall $10	Waller $10	
Borden $10	Cherokee $10	Dallas $10	Floyd $10	Hansford $10	Hutchinson $10	Lamb $10	McLennan $10	Ochiltree $10	Rockwall $10	Sutton $10	Washington $10	
Bosque $10	Childress $10	Dawson $10	Foard $10	Hardeman $10	Iron $10	Lampasas $11 50	McLennan $10	Oldham $10	Runnels $10	Swisher $10	Webb $10	
Brazoria $10	Clay $10	Deaf Smith $10	Fort Bend $11 50	Harris $10	Jack $10	La Salle $10		Orange $10	Rusk $10	Tarrant $10	Wharton $10	
					Jackson $10					Taylor $10		

PASSENGER CARS

The annual license fee for a passenger car, city bus, or private bus shall be based on the manufacturer's model year or weight in pounds, as the case might be, of the vehicle as follows:

MODEL YEAR OR WEIGHT IN POUNDS	FEE
2002 AND OLDER MODELS	$40.80
2003, 2004 AND 2005 MODELS	$50.80
2006 AND NEWER MODELS	$58.80
6,001 LBS. AND OVER (irrespective of model year)	$25.00 PLUS 60¢ CWT PLUS 30¢

The weight of any passenger car for purposes of registration shall be the weight generally accepted as its correct shipping weight plus one hundred pounds. "Passenger Car" as defined by law means any motor vehicle other than a motorcycle, or a bus transporting persons for compensation or hire, designed or used primarily for the transportation of persons.

MOTORCYCLES AND MOPEDS

Fee to be Collected for the Registration of Motorcycles and Mopeds – Annual Fee $30.30

LIGHT TRUCKS

MANUFACTURER'S RATED CARRYING CAPACITY OF ONE TON OR LESS

The annual license fee for the registration of a light truck with a manufacturer's rated carrying capacity of one ton or less shall be based upon the gross weight of the vehicle as outlined in the chart below.

The term "Gross Weight" is the actual weight of the vehicle fully equipped with body and other equipment, as certified by any official public Weigher or any License and Weight Inspector of the Department of Public Safety, plus its net carrying capacity. "Net carrying capacity" of any vehicle shall be the weight of the heaviest net load to be carried on the vehicle being registered, provided said net carrying capacity shall in no case be less than the manufacturer's rated carrying capacity

Gross Weight	ANNUAL FEE
Rate Per Cwt .440c	$
901 – 1000	29.70
1001 – 1100	30.14
1101 – 1200	30.58
1201 – 1300	31.02
1301 – 1400	31.46
1401 – 1500	31.90
1501 – 1600	32.34
1601 – 1700	32.78
1701 – 1800	33.22
1801 – 1900	33.66
1901 – 2000	34.10
2001 – 2100	34.54
2101 – 2200	34.98
2201 – 2300	35.42
2301 – 2400	35.86
2401 – 2500	36.30

Gross Weight	ANNUAL FEE
Rate Per Cwt .440c	$
2501 – 2600	36.74
2601 – 2700	37.18
2701 – 2800	37.62
2801 – 2900	38.06
2901 – 3000	38.50
3001 – 3100	38.94
3101 – 3200	39.38
3201 – 3300	39.82
3301 – 3400	40.26
3401 – 3500	40.70
3501 – 3600	41.14
3601 – 3700	41.58
3701 – 3800	42.02
3801 – 3900	42.46
3901 – 4000	42.90

Gross Weight	ANNUAL FEE
Rate Per Cwt. .440c	$
4001 – 4100	43.34
4101 – 4200	43.78
4201 – 4300	44.22
4301 – 4400	44.66
4401 – 4500	45.10
4501 – 4600	45.54
4601 – 4700	45.98
4701 – 4800	46.42
4801 – 4900	46.86
4901 – 5000	47.30
5001 – 5100	47.74
5101 – 5200	48.18
5201 – 5300	48.62
5301 – 5400	49.06
5401 – 5500	49.50
5501 – 5600	49.94
5601 – 5700	50.38
5701 – 5800	50.82
5801 – 5900	51.26
5901 – 6000	51.70

Gross Weight	ANNUAL FEE
Rate Per Cwt. $.0495	$
6001 – 6100	55.50
6101 – 6200	55.99
6201 – 6300	56.49
6301 – 6400	56.98
6401 – 6500	57.48
6501 – 6600	57.97
6601 – 6700	58.47
6701 – 6800	58.96
6801 – 6900	59.46
6901 – 7000	59.95
7001 – 7100	60.45
7101 – 7200	60.94
7201 – 7300	61.44
7301 – 7400	61.93
7401 – 7500	62.43
7501 – 7600	62.92
7601 – 7700	63.42
7701 – 7800	63.91
7801 – 7900	64.41
7901 – 8000	64.90

TEXAS DEPARTMENT OF TRANSPORTATION
VEHICLE TITLES AND REGISTRATION DIVISION
FEE CHART 1C (REV. 1/2008)