AI-18277 **6.D.**

C-2741-09-A; El Capote Inc. v. Hidalgo County

CC REGULAR

Date:	11/03/2009
Submitted By:	Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Department:	COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category:	Closed Session

Information

CAPTION

C-2741-09-A; El Capote Inc. v. Hidalgo County

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	10/28/2009 01:19 PM	APRV
2	Auditor's Office	Linda Fong	10/30/2009 03:13 PM	APRV
3	Purchasing Department	Marty Salazar	10/30/2009 03:33 PM	APRV
Form Started By: Monica Badillo			Started On: 10/28/2009 01:13 PM	
Final Approval Date: 10/30/2009				

AI-18256 **6.E.**

Claim of Mirelda Rosales

CC REGULAR

Date:	11/03/2009
Submitted By:	Rosie Luna, SAFETY DIVISION
Submitted For:	Valde Guerra
Department:	SAFETY DIVISION
Agenda Category:	Closed Session

Information

CAPTION

Claim of Mirelda Rosales

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	10/28/2009 09:15 AM	APRV
2	Auditor's Office	Linda Fong	10/30/2009 02:48 PM	APRV
3	Purchasing Department	Marty Salazar	10/30/2009 03:32 PM	APRV

Form Started By: Rosie Luna — Started On: 10/28/2009 08:14 AM

Final Approval Date: 10/30/2009

AI-18254 **6.F.**

Claim of Blanca Pena

CC REGULAR

Date:	11/03/2009
Submitted By:	Rosie Luna, SAFETY DIVISION
Submitted For:	Valde Guerra
Department:	SAFETY DIVISION
Agenda Category:	Closed Session

Information

CAPTION

Claim of Blanca Pena

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	10/28/2009 09:14 AM	APRV
2	Auditor's Office	Linda Fong	10/30/2009 02:47 PM	APRV
3	Purchasing Department	Marty Salazar	10/30/2009 03:32 PM	APRV

Form Started By: Rosie Luna — Started On: 10/28/2009 08:10 AM

Final Approval Date: 10/30/2009

AI-18252 **6.G.**

Claim of Harley Clayton

CC REGULAR

Date:	11/03/2009
Submitted By:	Rosie Luna, SAFETY DIVISION
Submitted For:	Valde Guerra
Department:	SAFETY DIVISION
Agenda Category:	Closed Session

Information

CAPTION

Claim of Harley Clayton

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	10/28/2009 09:12 AM	APRV
2	Auditor's Office	Linda Fong	10/30/2009 02:46 PM	APRV
3	Purchasing Department	Marty Salazar	10/30/2009 03:30 PM	APRV

Form Started By: Rosie Luna — Started On: 10/28/2009 08:07 AM

Final Approval Date: 10/30/2009

AI-18355 **6.H.**

Civil Action M-08-082

CC REGULAR

Date:	11/03/2009
Submitted By:	Angela Garcia, BUDGET & MANAGEMENT
Department:	BUDGET & MANAGEMENT
Agenda Category:	Closed Session

Information

CAPTION

Esmeralda Elizondo, Miriam Jimenez, and Maria Casas v Hidalgo County, Civil Action # M-08-082

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	10/30/2009 04:07 PM	APRV
2	Auditor's Office		10/30/2009 04:23 PM	NEW
Form Started By: Angela Garcia			Started On: 10/30/2009 04:05 PM	
Final Approval Date: 10/30/2009				

AI-18278 **7.D.**

C-2741-09-A; El Capote Inc. v. Hidalgo County

CC REGULAR

Date:	11/03/2009
Submitted By:	Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Department:	COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category:	Open Session

Information

CAPTION

C-2741-09-A; El Capote Inc. v. Hidalgo County

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	10/28/2009 01:20 PM	APRV
2	Auditor's Office	Linda Fong	10/30/2009 03:14 PM	APRV
3	Purchasing Department	Marty Salazar	10/30/2009 03:33 PM	APRV
Form Started By: Monica Badillo			Started On: 10/28/2009 01:14 PM	
Final Approval Date: 10/30/2009				

AI-18257 **7.E.**

Claim of Mirelda Rosales

CC REGULAR

Date:	11/03/2009
Submitted By:	Rosie Luna, SAFETY DIVISION
Submitted For:	Valde Guerra
Department:	SAFETY DIVISION
Agenda Category:	Open Session

Information

CAPTION

Claim of Mirelda Rosales

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	10/28/2009 09:16 AM	APRV
2	Auditor's Office	Linda Fong	10/30/2009 02:48 PM	APRV
3	Purchasing Department	Marty Salazar	10/30/2009 03:32 PM	APRV

Form Started By: Rosie Luna — Started On: 10/28/2009 08:15 AM

Final Approval Date: 10/30/2009

AI-18255 **7.F.**

Claim of Blanca Pena

CC REGULAR

Date:	11/03/2009
Submitted By:	Rosie Luna, SAFETY DIVISION
Submitted For:	Valde Guerra
Department:	SAFETY DIVISION
Agenda Category:	Open Session

Information

CAPTION

Claim of Blanca Pena

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management		10/30/2009 03:32 PM	PEND
2	Auditor's Office	Linda Fong	10/30/2009 02:47 PM	APRV
3	Purchasing Department	Marty Salazar	10/30/2009 03:32 PM	APRV
Form Started By: Rosie Luna			Started On: 10/28/2009 08:12 AM	
Final Approval Date: 10/30/2009				

AI-18253 **7.G.**

Claim of Harley Clayton

CC REGULAR

Date:	11/03/2009
Submitted By:	Rosie Luna, SAFETY DIVISION
Submitted For:	Valde Guerra
Department:	SAFETY DIVISION
Agenda Category:	Open Session

Information

CAPTION

Claim of Harley Clayton

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	10/28/2009 09:13 AM	APRV
2	Auditor's Office	Linda Fong	10/30/2009 02:46 PM	APRV
3	Purchasing Department	Marty Salazar	10/30/2009 03:32 PM	APRV

Form Started By: Rosie Luna — Started On: 10/28/2009 08:08 AM

Final Approval Date: 10/30/2009

AI-18356 **7.H.**

Civil Action # M 08-082

CC REGULAR

Date:	11/03/2009
Submitted By:	Angela Garcia, BUDGET & MANAGEMENT
Department:	BUDGET & MANAGEMENT
Agenda Category:	Open Session

Information

CAPTION

Esmeralda Elizondo, Miriam Jimenez, and Maria Casas v Hidalgo County, Civil Action #M-08-082

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	10/30/2009 04:08 PM	APRV
2	Auditor's Office		10/30/2009 04:23 PM	NEW
Form Started By: Angela Garcia			Started On: 10/30/2009 04:06 PM	
Final Approval Date: 10/30/2009				

AI-18251 **11.A.**

Tristar Risk Management SIR Check

CC REGULAR

Date:	11/03/2009
Submitted By:	Rosie Luna, SAFETY DIVISION
Submitted For:	Roy Quintanilha
Department:	SAFETY DIVISION
Agenda Category:	Safety Division

Information

CAPTION

Approval to accept a check (#041173) from Tristar Risk Management in the amount of $90,424.42 for payment in connection with claim of Mario Leal, 7:07-CV-272.

BACKGROUND

DOL: 10/09/07
Const. Pct. 5
Acct# 9-1100-360-00-000-005-0-000

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	10/28/2009 09:12 AM	APRV
2	Erika Zamora	Erika Zamora	10/30/2009 12:49 PM	APRV
3	Auditor's Office	Linda Fong	10/30/2009 02:51 PM	APRV
4	Purchasing Department	Marty Salazar	10/30/2009 03:30 PM	APRV

Form Started By: Rosie Luna Started On: 10/28/2009 07:38 AM

Final Approval Date: 10/30/2009

AI-18242 **12.B.**

Health Division - FY 2010 CPS / PHER Contract Amendment

CC REGULAR

Date:	11/03/2009
Submitted By:	Dan Beltran, HEALTH & HUMAN SERVICES DEPT.
Department:	HEALTH & HUMAN SERVICES DEPT.
Agenda Category:	Health & Human Services Dept.

Information

CAPTION

1. Requesting approval to accept the attached amended FY 2010 CPS / PHER Contract #2010-033343, Attachment #001A, in the amount of $195,523.00 for a total award of $879,932.00 for the period 9/15/2009 to 7/31/2010.

2. Approval of Certification of Revenues as certified by the County Auditor for the amended FY 2010 CPS / PHER Contract.

3. Requesting approval of the attached amended FY 2010 CPS / PHER Contract Budget and Salary schedules for the period 9/15/2009 to 7/31/2010 (Account #9-1293-441-00-340-042-0).

BACKGROUND

Reference
AI#17474 9-22-09 $684,409.00
AI#18242 11-3-09 $195,523.00

Total $879,932.00

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1293-441-00-340-042-0-XXX

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

BUDGETARY IMPACT:

Appropriation of funds in the amount of $195,523.00 (for the total award of $879,932.00) for the Amended CPS/PHER Grant Contract for FY 2010. Grant period is from 9/15/09 to 7/31/10.
Revenue account# 9-1293-331-12-340-042-0-000 CPS/PHER Revenues
100% grant funds. No cash match. Any allowances if applicable not covered by grant funds.

Attachments

Link: CPS/PHER Contract

Link: CPS/PHER Budget

Link: CPS/PHER Salary Schedule- HH

Link: Salary Schedule

Link: cert. of revenues

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	10/27/2009 01:36 PM	APRV
2	Manuel Chapa	Manuel Chapa	10/29/2009 08:58 AM	APRV
3	Rosalinda Cantu	Rosie Cantu	10/30/2009 02:49 PM	APRV
4	Auditor's Office	Linda Fong	10/30/2009 02:53 PM	APRV
5	Purchasing Department	Marty Salazar	10/30/2009 03:30 PM	APRV

Form Started By: Dan Beltran Started On: 10/27/2009 12:58 PM

Final Approval Date: 10/30/2009

DEPARTMENT OF STATE HEALTH SERVICES

Amendment
To

The Department of State Health Services (DSHS) and **HIDALGO COUNTY HEALTH DEPARTMENT** (Contractor) agree to amend the Program Attachment # 001 (Program Attachment) to **Contract # 2010-033343** (Contract) in accordance with this **Amendment No. 001A: Community Preparedness Section / Public Health Emergency Response (PHER)**, effective 10/01/2009.

This Amendment is necessary because: Amending contract to incorporate PHER Focus Area 1, Phase 3 funds to support H1N1 mass vaccination implementation and activities related to implementation of a mass vaccination campaigns.

This Amendment has a retroactive effective date because: The funds associated with this amendment are in support of H1N1 vaccine administration. It is critical that the funds are available to Contractors on 10/01/09 to ensure their ability to hold H1N1 vaccination clinics.

It is mutually agreed by and between the contracting parties to amend the terms and conditions of Document No. 2010-033343 as written below. All other terms and conditions not hereby amended are to remain in full force and effect. In the event of a conflict between the terms of this contract and the terms of this Amendment, this Amendment shall control.

Therefore, DSHS and Contractor agree as follows:

SECTION I. STATEMENT OF WORK: paragraph 1 is revised as follows:

Contractor shall perform activities in support of the Centers for Disease Control and Prevention (CDC) Cooperative Agreement Work Plan for Public Health Emergency Response (PHER) (Funding Opportunity CDC-RFA-TP09-902-H1N109) Focus Area I. ~~**Contractor shall identify gaps related to mass vaccination planning and implementation, vaccine delivery, vaccine administration, and related communications planning and implementation. Contractor shall perform activities to remedy the identified gaps. The following activities are allowed:**~~

SECTION I. STATEMENT OF WORK: following paragraph 1, the following paragraph is hereby added:

For PHER Focus Area I, Phases I and II, Contractor shall identify gaps related to mass vaccination planning and implementation, vaccine delivery, vaccine administration, and related communications planning and implementation. Contractor shall perform activities to remedy the identified gaps. The following activities are allowed:

SECTION I. STATEMENT OF WORK: paragraph 1, 3rd bulleted item is revised as follows:

- Purchasing supplies that will be needed during the event (e.g., storage space, cold chain supplies, ancillary supplies for vaccination, lab testing supplies, general supplies, personal protective equipment and antivirals for public health response workers in accordance with the Centers for Disease Control

(CDC) and the National Institute for Occupational Safety and Health guidelines, and non-pharmaceutical supplies).

SECTION I. STATEMENT OF WORK: paragraph 1, 4th bulleted item is revised as follows:

- ~~**Purchasing the H1N1 vaccine.**~~ In addition to the H1N1 vaccine, the state of Texas will receive from CDC and distribute (free of charge) to registered providers supplies including, but not limited to, syringes, needles, alcohol swabs, and needle disposal containers to administer the H1N1 vaccine during a clinic. Funds may be used to purchase additional supplies as needed.

SECTION I. STATEMENT OF WORK: after the bulleted items in paragraph 2, the following paragraph is hereby added:

For PHER Focus Area 1, Phase III, Contractor will address gaps in capabilities for mass vaccination implementation and to support activities related to the implementation of mass vaccination campaigns at the state, local, territorial, and tribal levels. Specifically, PHER Phase III is intended for vaccine administration at the state, local, tribal, and territorial levels as well as to enhance the capabilities of the private sector to administer vaccine.

SECTION I. STATEMENT OF WORK: following paragraph 4 from the original document the paragraphs below are hereby added:

Contractors must account for Phase III funds separately from Phase I and II funds. Contractors must distinguish Phase III funds separately from Phase I and II funds on all cost reimbursement invoices sent to DSHS for processing.

Contractors may not comingle Phase III funds with PHER Focus Area 1, Phase I and II funds or PHEP funds.

SECTION II. PERFORMANCE MEASURES: the numbered items under paragraph 1 are revised as follows and items 2, 11 and 12 are hereby added:

1. Complete and submit to DSHS the CDC gap analysis ~~and work plan templates~~ no later than October 15, 2009. The analysis ~~and work plan~~ shall be sent electronically to PHP.Contracts@dshs.state.tx.us

2. Complete and submit to DSHS a work plan in a format to be provided by DSHS. The work plan shall be due 15 days after the work plan template is provided to the Contractor.

~~2.~~3. Contractor must initiate contact with Tribal organizations within Contractor's boundaries no later than October 31, 2009. Contractor shall ensure that Tribal organizations have adequate vaccination information and a vaccination plan in place. Contractor shall ensure Tribal organizations have access to funding necessary to achieve this goal.

~~3.~~4 Complete a mid-year report and an end of year report as requested by and in a format to be provided by DSHS. DSHS will notify contractors when the Centers for Disease Control (CDC) has released the reporting formats for completion and will provide 15 days to complete the required reports.

~~4.~~5. Coordinate with DSHS immunizations program staff to assist with education of local providers about the ordering process for H1N1 vaccine when that process is made available.

~~5.~~6. Conduct mass H1N1 vaccination clinics within the Contractor's jurisdiction, ~~if mass vaccination clinics are deemed necessary by CDC. DSHS will notify Contractor of CDC mass vaccination declarations~~

~~including the guidelines.~~

~~6.~~7. Coordinate vaccine planning with other local preparedness and response partners, including but not limited to local emergency management coordinator, trauma service area regional advisory councils, local hospitals, large medical clinics, federally qualified health centers, local Independent School Districts and other community schools, colleges or universities.

~~7.~~8. Coordinate with DSHS epidemiology and surveillance staff at regional and state wide levels on collection and submission of influenza surveillance data.

~~8.~~9. Collect and submit influenza surveillance and investigation data and specimens as part of state-wide influenza surveillance and local response and surveillance. Influenza surveillance and investigation data should be submitted to DSHS Infectious Disease Control Unit through the DSHS Health Services Region (HSR) as appropriate for the situation. Data from the novel H1N1 case report form for deaths may be submitted via the National Electronic Disease Surveillance System (NEDSS) Based System (NBS) or by fax as agreed upon with the Health Service Region (HSR) within one (1) working day of completing the investigation. Specimens should be submitted to the Laboratory Resource Network (LRN) or DSHS Laboratory according to the specimen collection criteria located at http://www.dshs.state.tx.us/swineflu/Lab-Test-Protocol.shtm.

~~9.~~10. Attend quarterly DSHS public health preparedness meetings.

11. Complete and submit monthly progress reports which summarize the H1N1 mass vaccination activities conducted. The CDC will develop the reporting template to include questions such as:

a. Number of doses administered;
b. Breakdown of the doses administered by private sector versus public sector (including those working on behalf of public health agencies);
c. Number of provider sites enrolled as ship-to-sites;
d. Other relevant mass vaccination data, and
e. Promising practices and lessons learned.

Beginning November 5, 2009, monthly progress reports will be due for activities conducted during the preceding month. The reports are due on the 5th of each month or on the following Monday when the 5th falls on a Saturday or Sunday.

12. Complete and submit H1N1 Mass Vaccination After Action Reports (AAR), Improvement Plans (IP), and Corrective Action Programs (CAP). AARs, IPs, and CAPs are due by February 26, 2010, for Mass Vaccination activities that occur during the time period October 1, 2009 to December 31, 2009.

SECTION VI. BILLING INSTRUCTIONS: the following paragraph is hereby added:

Phase III funds shall be identified separately and distinctly on the State of Texas Purchase Voucher (Form B-13) from Phase I and II funds.

Department of State Health Services

_____

Signature of Authorized Official

Date: _____

Bob Burnette, C.P.M., CTPM

Director, Client Services Contracting Unit

1100 WEST 49TH STREET
AUSTIN, TEXAS 78756

(512) 458-7470

Bob.Burnette@dshs.state.tx.us

Contractor

_____

Signature of Authorized Official

Date: _____

Name: _____

Title: _____

Address: _____

_____

Phone: _____

Email: _____

DEPARTMENT OF STATE HEALTH SERVICES

1100 WEST 49TH STREET
AUSTIN, TEXAS 78756-3199

CATEGORICAL BUDGET CHANGE REQUEST

DSHS PROGRAM: Community Preparedness Section / Public Health Eme
CONTRATOR: HIDALGO COUNTY HEALTH DEPARTMENT
CONTRACT NO: 2010-033343
CONTRACT TERM: 09/15/2009 **THRU:** 07/31/2010
BUDGET PERIOD: 09/15/2009 **THRU:** 07/31/2010 **CHG:** 001A

DIRECT COST (OBJECT CLASS CATEGORIES)	Current Approved Budget (A)	Revised Budget (B)	Change Requested
Personnel	$286,609.00	$249,210.00	$(37,399.00)
Fringe Benefits	$87,675.00	$80,068.00	$(7,607.00)
Travel	$22,266.00	$36,016.00	$13,750.00
Equipment	$122,610.00	$127,488.00	$4,878.00
Supplies	$109,130.00	$151,031.00	$41,901.00
Contractual	$20,000.00	$5,000.00	$(15,000.00)
Other	$36,119.00	$231,119.00	$195,000.00
Total Direct Charges	$684,409.00	$879,932.00	$195,523.00
INDIRECT COST			
Base ($)	$0.00	$0.00	$0.00
Rate (%)	0.00%	0.00%	0.00%
Indirect Total	$0.00	$0.00	$0.00
PROGRAM INCOME			
Program Income	$0.00	$0.00	$0.00
Other Match	$0.00	$0.00	$0.00
Income Total	$0.00	$0.00	$0.00
LIMITS/RESTRICTIONS			
Advance Limit	$0.00	$0.00	$0.00
Restricted Budget	$0.00	$0.00	$0.00
SUMMARY			
Cost Total	$684,409.00	$879,932.00	$195,523.00
Performing Agency Share	$0.00	$0.00	$0.00
Receiving Agency Share	$684,409.00	$879,932.00	$195,523.00
Total Reimbursements Limit	$684,409.00	$879,932.00	$195,523.00
JUSTIFICATION			
Budget adjustments incorporate PHER FA1, Phase 3 funds which will support H1N1 vaccine administration activities which may include Personnel, Travel, Equipment, Supplies, Contractual and Other costs. Phase 3 funds are in addition to Phase 1&2.			

Financial status reports are due: 12/30/2009, 03/30/2010, 06/30/2010, 09/29/2010

DEPARTMENT OF STATE HEALTH SERVICES

1100 WEST 49TH STREET
AUSTIN, TEXAS 78756-3199

EQUIPMENT LIST CHANGE REQUEST

DSHS PROGRAM: Community Preparedness Section / Public Health Eme
CONTRACTOR: Hidalgo County Health Department
CONTRACT TERM: 09/15/2009 **THRU:** 07/31/2010
BUDGET PERIOD: 09/15/2009 **THRU:** 07/31/2010
CONTRACT NO: 2010-033343 **CHG:** 001A

PREVIOUS EQUIPMENT LIST

Item#	Equipment Description	Units	Unit Cost	Total
1	FeverScan M3000D (Mass Screening Dual Vission Thermal Imaging System)	2	$28,000.00	$56,000.00
2	Power Air Respirator System	5	$1,208.00	$6,040.00
3	Remote Sense A Phone	6	$1,495.00	$8,970.00
4	Thermal Imaging System (Portable Camera)	2	$13,990.00	$27,980.00
5	Thermo Scientific	2	$11,810.00	$23,620.00
TOTAL				$122,610.00

NEW EQUIPMENT LIST

Item#	Equipment Description	Units	Unit Cost	Total
1	FeverScan M3000D (Mass Screening Dual Vission Thermal Imaging System)	2	$28,000.00	$56,000.00
2	Power Air Respirator System	5	$1,208.00	$6,040.00
3	Remote Sense A Phone	6	$1,495.00	$8,970.00
4	Thermal Imaging System (Portable Camera)	2	$13,990.00	$27,980.00
5	Thermo Scientific	2	$11,810.00	$23,620.00
6	Vital spot blood pressure module	6	$813.00	$4,878.00
TOTAL				$127,488.00

DATE: October 23, 2009

DEPARTMENT HEAD: Eduardo Olivarez, Chief Administrative Officer

DEPARTMENT NAME: Hidalgo County Health Department

ACCOUNT NUMBER: 9-1293-441-00-340-042-0 FY 2010 CPS/PHER Amended Contract

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 -
9-1293-441-00-340-042-0-113	Regular F/T Employees	$ (37,399.00)
9-1293-441-00-340-042-0-220	FICA	$ (2,861.02)
9-1293-441-00-340-042-0-230	Retirement	$ (3,336.00)
9-1293-441-00-340-042-0-250	Unemployment Compensation	$ (187.00)
9-1293-441-00-340-042-0-260	Worker's Compensation	$ (1,222.98)
9-1293-441-00-340-042-0-331	Physicians Services	$ 31,000.00
9-1293-441-00-340-042-0-550	Printing and Binding	$ 15,000.00
9-1293-441-00-340-042-0-540	Advertising	$ 26,000.00
9-1293-441-00-340-042-0-581	Travel in County	$ 13,750.00
9-1293-441-00-340-042-0-601	Office and Computer Supplies	$ 9,679.00
9-1293-441-00-340-042-0-603	Educational / Instructional Supplies	$ 20,000.00
9-1293-441-00-340-042-0-604	Medical & Lab Supplies	$ 16,100.00
9-1293-441-00-340-042-0-341	Data Management and Processing	$ 24,500.00
9-1293-441-00-340-042-0-350	Other Services	$ 55,500.00
9-1293-441-00-340-042-0-421	Disposal	$ 20,000.00
9-1293-441-00-340-042-0-532	Wireless Devices	$ 3,000.00
9-1293-441-00-340-042-0-619	Other Miscellaneous Supplies	$ 1,000.00
9-1293-441-00-340-042-0-626	Gasoline/Fuel	$ 5,000.00
	TOTAL BUDGET	$ 195,523.00

INCREASE REQUEST $

Revenue Account # 9-1293-331-12-340-042-0-000 $ 195,523.00

REASON: Implement Amended CPS / PHER Contract Budget for the period 9/15/2009 - 7/31/2010.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S COURT DATE ATTEST CO. CLERK

HIDALGO COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT
CPS-PUBLIC HEALTH EMERGENCY RESPONSE EMPLOYEE SALARY SCHEDULE
9-1293-441-00-340-042-0

Term: 09/15/2009 - 7/31/2010

Slot #	Employee Name	Employee Title	Salary 10/1/2009 12/31/2009	Salary 1/1/2010 7/31/2010	Salary for 10 month Grant Period
042-0001		Planning Coordinator	$ 14,844.00	$ 34,636.00	$ 49,480.00
042-0002		Public Health Advisor-RN	$ 13,902.00	$ 32,438.00	$ 46,340.00
042-0003		Purchasing & Dispensing Manager-RN	$ 13,902.00	$ 32,438.00	$ 46,340.00
042-0004		Public Health Info Tech	$ 8,751.00	$ 20,419.00	$ 29,170.00
042-0005		Influenza Data Tech	$ 7,788.00	$ 18,172.00	$ 25,960.00
042-0006		Influenza Data Tech	$ 7,788.00	$ 18,172.00	$ 25,960.00
042-0007		Influenza Data Tech	$ 7,788.00	$ 18,172.00	$ 25,960.00
	CPS-PHER Salary		**$ 74,763.00**	**$ 174,447.00**	**$ 249,210.00**
	FICA	7.65%			$ 19,064.57
	Retirement	8.92%			$ 22,229.53
	Unemployment	0.50%			$ 1,246.05
	Worker's Comp.	3.27%			$ 8,149.14
	Health Insurance	$4,164/Yr.			$ 29,147.71
	Life Insurance	$33/Yr.			$ 231.00
	CPS-PHER Fringe Benefit				**$ 80,068.00**
	CPS-PHER Sal/FB		**$ 74,763.00**	**$ 174,447.00**	**$ 329,278.00**

HIDALGO COUNTY
COMMISSIONER COURT
2009 SALARY SCHEDULE

9-1293-441-00-340-042-0

AI - 182

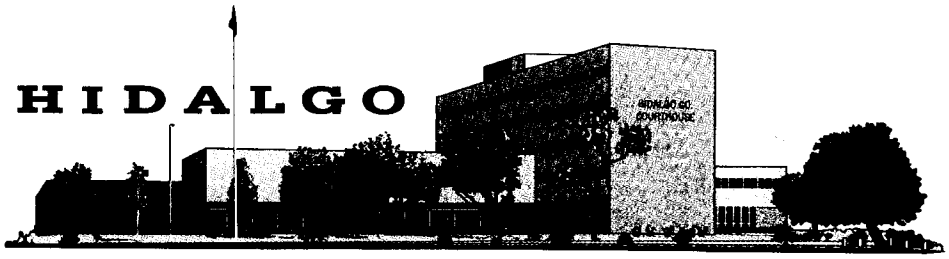
CPS/ PHER

Slot #	Obj Code	POSITION TITLE	2008 BUDGETED SALARY	2009 ADJUSTED SALARY	2009 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2009 BUDGETED SALARY APPROVED	2009 ACTUAL SALARY	Other Allowances				
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119
G001	113	PLANNING COORDINATOR	0.00	59,376.00	59,376.00	0	0.00	0.00	59,376.00	0.00	0.00	0.00	0.00	0.00	0.00
G002	113	PUBLIC HEALTH ADVISOR-RN	0.00	55,608.00	55,608.00	0	0.00	0.00	55,608.00	0.00	0.00	0.00	0.00	0.00	0.00
G003	113	PURCHASING & DISPENSING MANAGER- RN	0.00	55,608.00	55,608.00	0	0.00	0.00	55,608.00	0.00	0.00	0.00	0.00	0.00	0.00
G004	113	PUBLIC HEALTH INFO TECH	0.00	35,004.00	35,004.00	0	0.00	0.00	35,004.00	0.00	0.00	0.00	0.00	0.00	0.00
G005	113	INFLUENZA DATA TECH	0.00	31,152.00	31,152.00	0	0.00	0.00	31,152.00	0.00	0.00	0.00	0.00	0.00	0.00
G006	113	INFLUENZA DATA TECH	0.00	31,152.00	31,152.00	0	0.00	0.00	31,152.00	0.00	0.00	0.00	0.00	0.00	0.00
G007	113	INFLUENZA DATA TECH	0.00	31,152.00	31,152.00	0	0.00	0.00	31,152.00	0.00	0.00	0.00	0.00	0.00	0.00
			0.00	299,052.00	299,052.00		0.00	0.00	299,052.00	0.00	0.00	0.00	0.00	0.00	0.00

42

2009 ACTUAL TOTAL COMPENSATION
0.00
0.00
0.00
0.00
0.00
0.00
0.00
0.00

COUNTY of HIDALGO



EDINBURG, TEXAS 78539

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

October 29, 2009

The Honorable JD Salinas, Hidalgo County Judge
The Honorable Sylvia Handy, Commissioner, Precinct No. 1
The Honorable Hector "Tito" Palacios, Commissioner, Precinct No. 2
The Honorable Jose M. Flores, Commissioner, Precinct No. 3
The Honorable Oscar L. Garza, Commissioner, Precinct No. 4

RE: Certification of Revenue

Dear Judge and Commissioners:

Pursuant to Local Government Code § 111.0706 SPECIAL BUDGET FOR GRANT OR AID MONEY:

> The county auditor shall certify to the commissioners court the receipt of all public or private grant or aid money that is available for disbursement in a fiscal year but not included in the budget for that fiscal year. On certification, the court shall adopt a special budget for the limited purpose of spending the grant or aid money for its intended purpose.

I, Ray Eufracio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the receipt of a grant award from the Department of State Health Services (DSHS). These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

AMOUNT	GRANT
$195,523.00	2010-033343 Community Preparedness Section / Public Health Emergency Response (PHER)

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

11/2/09
Date

HIDALGO COUNTY DISTRICT JUDGES

RICARDO P. RODRIGUEZ, JR. JUDGE, 92ND D.C. | RODOLFO DELGADO JUDGE, 93RD D.C. | J. R. "BOBBY" FLORES JUDGE, 139TH D.C. | ROSE GUERRA REYNA JUDGE, 206TH D.C. | JUAN R. PARTIDA JUDGE, 275TH D.C. | MARIO E. RAMIREZ, JR. JUDGE, 332ND D.C. | NOE GONZALEZ JUDGE, 370TH D.C. OVERSEER | LETICIA LOPEZ JUDGE, 389TH D.C. | AIDA SALINAS FLORES JUDGE, 398TH D.C. | ISRAEL RAMON, JR. JUDGE, 430TH D.C. | JESSE CONTRERAS JUDGE, 449TH D.C.

AI-18245 **13.A.**

Cell Phone Request Form

CC REGULAR

Date:	11/03/2009
Submitted By:	Griselda Salazar, IT DEPARTMENT
Submitted For:	Renan Ramirez
Department:	IT DEPARTMENT
Agenda Category:	IT Department

Information

CAPTION

Facilities Management:
Authorization to purchase REQUISITION #163619 through the County's membership/participation with HGAC CW05-02 with awarded vendor SPRINT for the following services:

Quantity:	Description:	Unit Cost:	Total Cost:	Notes:
1	BE 1000 Plan	$55.00 month X 3 months	$165.00	Richard Sunday

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-419-40-220-001-0-532

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

BUDGETARY IMPACT:

Amount available in Requisition# 163619 in the amount of $165.00 for Sprint.

Attachments

Link: Request Form and Requisition

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	10/27/2009 02:12 PM	APRV
2	Erika Zamora	Erika Zamora	10/30/2009 08:22 AM	APRV
3	Erika Zamora	Erika Zamora	10/30/2009 08:23 AM	APRV
4	Erika Zamora	Erika Zamora	10/30/2009 08:23 AM	APRV
5	Erika Zamora	Erika Zamora	10/30/2009 08:24 AM	APRV
6	Erika Zamora	Erika Zamora	10/30/2009 09:42 AM	APRV
7	Auditor's Office		10/30/2009 04:23 PM	NEW

Form Started By: Griselda Salazar Started On: 10/27/2009 01:59 PM

CELLULAR PHONE REQUEST FORM - W.1.2

HIDALGO COUNTY, TEXAS

(1) Type of Request:

☐ Cellular Service Allowance (STIPEND) ☐ Equipment Replacement

☑ County Owned Department Assigned Cellular Service ☐ Name Change

☐ Delete Service

☐ Other wireless device: ☐ Data card ☐ GPS ☐ Blackberry ☐ Other:

STIPEND ONLY:

(2) Requesting employee/position:_____

Department #:_____ Employee ID #:_____ Office: _____

(3) Type of duties:

☐Offsite duties ☐On-call duties ☐Law Enforcement / Emergency Response ☐Other:_____

(4) Describe how the use of this cell phone will benefit the county:_____

_____

COUNTY OWNED CELL PHONE ONLY:

(5) TOTAL AMOUNT OF PURCHASE ORDER: (Purchase Order must cover total for fiscal year. Please allow an additional $10-$15 per device for fees)

Quantity: 1

Service: $ 55.00 /mo (x) 3 months = $165.00 Account: 9-1100-419-40-220-001-0-532

Service: $_____/mo (x) ____ months = $0.00 Account:_____-662

Requisition Total: $165.00 **Requisition Number:** 163619

DATA CARDS, GPS or OTHER

(6) Requesting employee/position:_____

Department #:_____ Employee ID #:_____ Office: _____

Service: $_____/mo (x) ____ months = $0.00 Account:_____-532

Service: $_____/mo (x) ____ months = $0.00 Account:_____-662

Requisition Total:_____ **Requisition Number:**_____

(7) Elected Official/Department Head Authorization for Request:

Signature	Valde Guerra Print Name	10/02/2009 Date

(8) Executive Office Authorization (Commissioner's Court Departments Only):

Signature	Valde Guerra Print Name	10/02/2009 Date

(9) IT DEPARTMENT ONLY:

Service Type Codes: BE 1000

Commissioner's Court Action:

☐ Approved Date: _____ ☐ Disapproved

Revised: 04/08/2009

Requisition

Req # 00163619

PO #

Date: 10/02/09

Bill To: x
x

Vendor : 210501
SPRINT
P O BOX 660092
DALLAS TX 75266-0092

Ship To: FACILITIES MANAGEMENT DEPARTMENT
3100 S. BUSINESS HWY 281
EDINBURG TX 78539

Contact: ALMA
956-289-7851

Contract No:

Special Instructions:
REQ 1198

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		CONTRACT # HGAC-CW05-02		
		DO NOT DUPLICATE ORDER		
3.00	MONTH	NEW ACTIVATION SERVICE FOR CELL PHONE FOR ''RICK SUNDAY'' FOR PERIOD 10-2-09--01-16-2010	55.00	165.00
		Account No	Encumbrance	
		9-1100-419-40-220-001-0-532	165.00	
			Freight	.00
			Total	165.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

AI-18264 **13.B.**

GIS Agreements with cities of Pharr & Edinburg

CC REGULAR

Date:	11/03/2009
Submitted By:	Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Submitted For:	Mariano Manzano, IT (GIS)
Department:	COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category:	IT Department

Information

CAPTION

1. Approval of Geographic Information System (GIS) Interlocal Agreement between County of Hidalgo and City of Pharr
2. Approval of Geographic Information System (GIS) Interlocal Agreement between County of Hidalgo and City of Edinburg

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No fiscal impact.

Attachments

Link: Pharr

Link: Edinburg

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	10/28/2009 12:08 PM	APRV
2	Erika Zamora	Erika Zamora	10/30/2009 01:51 PM	APRV
3	Auditor's Office		10/30/2009 04:23 PM	NEW

Form Started By: Monica Badillo — Started On: 10/28/2009 09:43 AM

Final Approval Date: 10/30/2009

GEOGRAPHIC INFORMATION SYSTEM INTERLOCAL AGREEMENT

This AGREEMENT is made and entered into this _____ day of _____, 2009, by and between the County of Hidalgo, herein referred to as "County"; and the City of Pharr, herein after referred to as "Participant"; which are political subdivisions of the State of Texas.

WITNESSETH:

WHEREAS, each of the parties hereto is in the process of implementing a Geographic Information System, hereinafter referred to as "GIS", with the capability for automated graphic display and analysis to provide multiple data layers and information (e.g. land records, land use and facilities); and

WHEREAS, the parties further desire to share selected GIS resources and data sets which are defined under the terms hereof; and

WHEREAS, the County and Participant have incurred costs associated with the creation of products to improve geodetic control and positional accuracy that can be utilized by both parties to develop GIS resources and to facilitate the sharing of data and the integration of GIS applications; and

WHEREAS, staff members of the parties have met periodically, the meetings have resulted in conceptual Agreement on certain areas of common concern, including GIS data and maintenance

WHEREAS, the parties are exploring markets and marketing techniques for GIS data in order to lower costs for governmental agencies and political subdivisions that initially participate so that said participants will enjoy more favorable terms over the lifetime of the Agreement.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY AND COUNTY IN CONSIDERATION OF THE MUTUAL COVENANTS AND AGREEMENTS EXPRESSED CONTAINED, THE PARTIES AGREE AS FOLLOWS:

1. The County shall provide the City, the following resources:

   (a) Initial transfer of all digital imagery acquired by the County via electronic file;

   (b) Initial transfer of spatial and tabular data as maintained by the County GIS Central Repository via CDROM and/or on-line ftp services. Also, the following support will be provided by the County at no cost to the Participant for the term of the Agreement:

   (c) Access to biannual updates of digital imagery acquired by the City via removable hard drives;

   (d) Access to monthly updates of spatial and tabular data as maintained by the County GIS Central Data Repository via CDROM and/or on-line ftp services;

(e) Network service support to all participants where technically feasible to facilitate easier data exchange among participants;

(f) GIS Management Office staff assistance in the design and implementation of GIS resources specifically suited to the City's application requirements. The City understands GIS Management Office assistance will be dependent on available resources.

2. The City shall provide to the County timely updates to authorized spatial and tabular data maintained by the City including data documentation (ie. metadata). Authorized data sets include but are not limited to land use information (Zoning, Resolutions of Intent, current and planned land use) and infrastructure elements (facilities located within the public right of way and on publicly owned land). Data updates will be accomplished via CDROM and/or on-line ftp services.

3. The City and County agree to notify the other party of any proposed changes to the data base design or data structure for data maintained in the County GIS Central Repository.

4. It is understood that the County and the City agree to the following:

(a) The rights and benefits of this Agreement include the right of both parties to this Agreement to utilize the aforementioned data as permitted by law;

(b) It is not the intent of either party to violate any laws of the State of Texas or of the United States.

(c) The Parties may disseminate information to the public as prescribed by legislative acts and with the written approval of the source agency. This dissemination shall be paper, mylar, or other non-digital products;

(d) All costs and responsibility for hardware, software, computer communications equipment and supplies, data conversion, and extraordinary support services not expressly identified herein are the responsibility of the respective parties to this Agreement;

(e) No warranties or guarantees are expressed or implied as to the accuracy of the aforementioned data by the County or the City departments or agencies;

(f) Access to data is herein defined as the right to copies of data in digital Arc/Info format at no cost to either party by exchange of data on CD/ROM and/or on-line ftp services;

(g) Electronic data exchanged under the terms of this Agreement cannot be sold or disseminated by the Participants.

(h) It is understood that the County’s GIS Management Office may enter into Data

Subscriber Agreements with other governmental agencies which do not affect the participant.

5. Term: This Agreement shall remain in force from the effective date of this Agreement for a period of 12 months and will renew automatically unless either party decides to terminate said Agreement. The County or the City may terminate this Agreement at any time with thirty (30) days prior written notice.

6. 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.

7. 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 hereof. If either party should default (the "Defaulting Party"), the non-defaulting party may be awarded its damages and/or specific performance for such default including attorney's fees as may be allowed pursuant to Section 271.159 of the Texas Local Government Code.

8. 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 though 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.

9. 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.

10. Notice. Except as may be otherwise specifically provided in this Agreement, all notices, demands, request 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 he addresses set forth below, or at such other addresses as may have been therefore specified by written notice delivered in accordance herewith:

WITNESS THE HANDS OF THE PARTIES effective on this _____ day of _____, 2009.

THE CITY OF PHARR	**COUNTY OF HIDALGO**
_____	_____
Fred Sandoval, City Manager	J.D. Salinas, III, County Judge
APPROVED AS TO FORM:	**APPROVED AS TO FORM:**
_____	_____
THE PRUNEDA LAW FIRM, PLLC By: Michael Pruneda	ATLAS & HALL, LLP By: Stephen Crain
ATTEST:	**ATTEST:**
_____	_____
Hilda Pedraza, City Secretary	Arturo Guajardo, Jr., County Clerk

CORRESPONDENCE:

Notices shall be delivered to the parties by personal service, hand delivery, or United States mail at the following addresses:

TO County:
County of Hidalgo
IT Department
Attn: Mariano Manzano III, GIS Operator
mariano.manzano@co.hidalgo.tx.us
956-292-7010 X6030
100 E Cano St 4th Floor
Edinburg, TX 78539

TO City:
City of Pharr
L. David Flores, Jr., IT Director
david.flores@cityofpharr.com
956-702-5335 X145
P.O. Box 1729
118 S Cage Blvd
Pharr, TX 78577

GEOGRAPHIC INFORMATION INTERLOCAL AGREEMENT

This AGREEMENT is made and entered into this _____ day of _____, 2009, by and between the County of Hidalgo, herein referred to as "County"; and the City of Edinburg, herein after referred to as "Participant"; which are political subdivisions of the State of Texas.

WITNESSETH:

WHEREAS, each of the parties hereto is in the process of implementing a Geographic Information System, hereinafter referred to as "GIS", with the capability for automated graphic display and analysis to provide multiple data layers and information (e.g. land records, land use and facilities); and

WHEREAS, the parties further desire to share selected GIS resources and data sets which are defined under the terms hereof; and

WHEREAS, the County and Participant have incurred costs associated with the creation of products to improve geodetic control and positional accuracy that can be utilized by both parties to develop GIS resources and to facilitate the sharing of data and the integration of GIS applications; and

WHEREAS, staff members of the parties have met periodically, the meetings have resulted in conceptual Agreement on certain areas of common concern, including GIS data and maintenance

WHEREAS, the parties are exploring markets and marketing techniques for GIS data in order to lower costs for governmental agencies and political subdivisions that initially participate so that said participants will enjoy more favorable terms over the lifetime of the Agreement.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY AND COUNTY IN CONSIDERATION OF THE MUTUAL COVENANTS AND AGREEMENTS EXPRESSED CONTAINED, THE PARTIES AGREE AS FOLLOWS:

1. The County shall provide the City, the following resources:
   a) Initial transfer of all digital imagery acquired by the County via electronic file;
   b) Initial transfer of spatial and tabular data as maintained by the County GIS Central Repository via CDROM and/or on-line ftp services. Also, the following support will be provided by the County at no cost to the Participant for the term of the Agreement:
   c) Access to biannual updates of digital imagery acquired by the City via removable hard drives;
   d) Access to monthly updates of spatial and tabular data as maintained by the County GIS Central Data Repository via CDROM and/or on-line ftp services;

e) Network service support to all participants where technically feasible to facilitate easier data exchange among participants;
f) GIS Management Office staff assistance in the design and implementation of GIS resources specifically suited to the City's application requirements. The City understands GIS Management Office assistance will be dependent on available resources.

2. The City shall provide to the County timely updates to authorized spatial and tabular data maintained by the City including data documentation (ie. metadata). Authorized data sets include but are not limited to land use information (Zoning, Resolutions of Intent, current and planned land use) and infrastructure elements (facilities located within the public right of way and on publicly owned land). Data updates will be accomplished via CDROM and/or on-line ftp services.
3. The City and County agree to notify the other party of any proposed changes to the data base design or data structure for data maintained in the County GIS Central Repository.
4. It is understood that the County and the City agree to the following:

a) The rights and benefits of this Agreement include the right of both parties to this Agreement to utilize the aforementioned data as permitted by law;
b) It is not the intent of either party to violate any laws of the State of Texas or of the United States.
c) The Parties may disseminate information to the public as prescribed by legislative acts and with the written approval of the source agency. This dissemination shall be paper, mylar, or other non-digital products;
d) All costs and responsibility for hardware, software, computer communications equipment and supplies, data conversion, and extraordinary support services not expressly identified herein are the responsibility of the respective parties to this Agreement;
e) No warranties or guarantees are expressed or implied as to the accuracy of the aforementioned data by the County or the City departments or agencies;
f) Access to data is herein defined as the right to copies of data in digital Arc/Info format at no cost to either party by exchange of data on CD/ROM and/or on-line ftp services;
g) Electronic data exchanged under the terms of this Agreement cannot be sold or disseminated by the Participants.
h) It is understood that the County's GIS Management Office may enter into Data Subscriber Agreements with other governmental agencies which do not affect the participant.
i) This Agreement shall remain in force from the effective date of this Agreement for a period of 12 months and will renew automatically unless either party decides to terminate said Agreement. The County or the City may terminate this Agreement at any time with thirty (30) days prior written notice.

This Agreement constitutes the entire Agreement and understanding of the parties hereto and supersedes all other oral and written negotiations, Agreements and understandings of

every kind. The parties understand, agree and declare that no promise, warranty, statement or representation of any kind whatsoever, which is not expressly stated in this Agreement, has been made by any party hereto or its officers, employees, or other agents to induce execution of this Agreement.

WITNESS THE HANDS OF THE PARTIES effective on this _____ day of _____, 2009.

THE CITY OF EDINBURG

_____
Juan J. Rodriguez, City Manager

APPROVED AS TO FORM:

_____
Ricardo Gonzalez, City Attorney

ATTEST:

_____
Myra L. Ayala-Garza
City Secretary

COUNTY OF HIDALGO

_____
J.D. Salinas, III, County Judge

APPROVED AS TO FORM:

_____
ATLAS & HALL, LLP
By: Stephen Crain

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

CORRESPONDENCE:

Notices shall be delivered to the parties by personal service, hand delivery, or United States mail at the following addresses:

TO County: County of Hidalgo
IT Department
Mariano Manzano III, GIS Operator
100 E. Cano, 4th Fl.
Edinburg, Tx. 78539

TO City: City of Edinburg
Edgar Valdez, GIS Technician, Planning Dept.
P.O. Box 1079
415 W. University Dr.
Edinburg, Tx. 78540-1079

AI-18240 **14.A.**

Approval of the 2009 Interlocal Cooperation Agreement
CC REGULAR

Date:	11/03/2009
Submitted By:	Yolanda Orozco, EMERGENCY SERVICES DIVISION
Submitted For:	A.A. Tony Pena, Jr.
Department:	EMERGENCY SERVICES DIVISION
Agenda Category:	Emergency Services Division

Information

CAPTION

Fire Marshal's Office:
Discussion and approval of the following 2009 Interlocal Cooperation Agreement:

1. Mercedes Fire Department

BACKGROUND

Mercedes Fire Department (2 Original Copies)

2009 Rural Fire Services Cooperative Agreement approved by CC 04/2/09 (AI-15198).

Fiscal Impact

FISCAL YEAR: 9 **ACCT. #:** 9-1100-422-20-300-013-0-841

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

BUDGETARY IMPACT:

available balance af $3,172.00 as of 10/27/09.

Attachments

Link: Mercedes Contract

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	10/27/2009 10:40 AM	APRV
2	Roland Garcia	Rolando Garcia	10/30/2009 08:45 AM	APRV
3	Auditor's Office	Linda Fong	10/30/2009 03:01 PM	APRV
4	Dina Trevino	Dina Trevino	10/30/2009 04:22 PM	APRV
5	Purchasing Department		10/30/2009 04:23 PM	NEW

Form Started By: Yolanda Orozco Started On: 10/27/2009 09:54 AM

Final Approval Date: 10/30/2009

Interlocal Cooperation Agreement between _____ and Hidalgo County, Texas.

STATE OF TEXAS

COUNTY OF HIDALGO

THIS CONTRACT made on the 18th day of May, by and between the COUNTY OF HIDALGO, TEXAS, hereafter called County, and the City of Mercedes, TEXAS, a municipal corporation/non-incorporated area hereinafter called CITY/ENTITY, is made under the authority of Chapter 791.001, Texas Government Code to be effective on the _____ day of _____, 2009.

City/Entity and County are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Government Code 791.001 et seq., which authorizes local governments to contract with each other to perform Governmental functions under the terms of the Act.

1.0 TERMS

1.1 This contract shall be for a period commencing on _____, and shall terminate on December 31, 2009.

1.2 After December 31, 2009, this Contract, unless terminated as provided elsewhere shall be renewed on a month-to-month basis until re-negotiated by mutual consent of both parties.

1.3 Either party has the option to terminate this Contract by written notification, sixty (60) days prior to cancellation.

1.4 The Rural Emergency Service Incident Report (Exhibit "A") form must be utilized as part of the monthly report submitted to the County Fire Marshal or his designee.

1.5 Any modifications to invoices shall be approved by both parties. Denial of any reimbursement shall be made within ten (10) working days after receipt of such invoice by the County Fire Marshal. Invoices which are approved shall be paid no later than thirty (thirty) days upon receipt of invoice by County.

2.0 DEFINITIONS

2.1 AUTHORIZED BURNING – any incident that requires the City/Entity non-emergency response at the Fire Marshal's request to supervise and manage a controlled burn. This does not preclude the property owner from making direct arrangements with the City/Entity for the supervision. Property owner must have in their possession a valid burn permit issued by the Fire Marshal and any other State or Federal authority, adequate equipment and resources on the property to deal with any contingencies.

2.2 BEE ATTACK – Any response to a situation where there is an on-going attack or a recent attack that requires first responder entrance into the immediate scene to rescue any person(s); or where there is an immediate danger to the general public from a moving swarm.

2.3 CATEGORY – All responses shall be categorized in a category that will be enumerated as I, II, III, IV, V, and VI. Categories are designed to simplify reporting, queries and reimbursement requests.

2.4 COUNTY FIRE MARSHAL – the person appointed by the Commissioners Court who is responsible for the administration of fire investigations, fire safety inspections, and fire prevention activities, administration of the Rural Emergency Services Contract and enforcement of the most recently adopted International Fire Code. This is a licensed peace officer position and includes any Deputy Fire Marshal.

2.5 CITY/ENTITY - Parent organization for Fire Department whose members are full time, part time, paid or unpaid volunteers, and for the purposes of this contract includes any elements from any public works department that are requested or deployed to assist with the suppression, control or extinguishment of a fire.

2.6 EMERGENCY SERVICES – call for services provided by the City/Entity in rural and un-incorporated areas within Hidalgo County.

2.7 FIRE DEPARTMENT - any fire suppression based organization whose members are paid, volunteer, or any combination thereof, that has the capability, capacity, training and ability to respond to emergency situation.

2.8 COUNTY FIRE INVESTIGATORS – Those officers designated as such, by the County Fire Marshal that are responsible for all duties which may be assigned by the County Fire Marshal.

2.9 DEPUTY FIRE MARSHAL – **Those** officers designated and commissioned as peace officers by the County Fire Marshal that are responsible for all duties which may be assigned by the County Fire Marshal.

2.10 ELECTRICAL – pertaining to or operated by electricity, electrical current used or regarded as a source of energy and/or power.

2.11 EMERGENCY CALL – any request for assistance from a City/Entity, primary or secondary, that requires the use of visual and/or audible emergency notification equipment in its' response. The discretion of the use of the visual/audible equipment shall be within the rules and regulations and/or policies and procedures of the responding fire department.

2.12 EXPLOSION – the sudden loud release of energy and a rapidly expanding volume of gas that occurs when a bomb detonates or gas explodes; a bursting with a loud noise, or a shattering of something into many pieces; a loud noise that occurs suddenly.

2.13 False Alarm – The willful and knowing initiation or transmission of a signal, message, or other notification of an event of fire when not such danger exists.

2.14 FALSE ALARM CALL - Any emergency response to a mischievous or malicious call; or fire alarm system malfunction that require fire personnel to investigate the scene or incident to make a determination as to whether or not there is a fire. If there are two or more alarms at the same location for the same reason, and from the same source, the responding City/Entity must notify the Fire Marshal by the next working date, so the property owner may be notified. The Fire Marshal shall notify the property owner and/or alarm company that any future response may result in a Class C Misdemeanor citation to the person responsible for maintaining the alarm.

2.15 FIRE ALARM – The giving, signaling or transmission to any public fire station, or company, or to any officer or employee thereof, whether by telephone, spoken word or otherwise, of information to the effect that there is a fire at or near the place indicated by the person giving, signaling, or transmitting such information.

2.16 FIREFIGHTING – Any working fire upon arrival, that involves any structure - standing or collapsed and smoldering; an explosion with or without fire, a petroleum based fire; any fire that is fueled by natural vegetation, including brush or grass; any fire involving rubbish that encompasses an area greater than one-half acres or one-half city block measured at 150'x 150'.

2.17 GOOD INTENT CALLS – Any emergency call response where fire personnel were summoned, but were not required to deal with the incident, there was no actual incident, where no actual services, investigation, or standby was rendered or needed. Response to this type of call must come through a dispatch point.

2.18 HAZARDOUS MATERIAL INCIDENT – any response to any incident at the first responder level, as defined by the Environmental Protection Agency and/or the Texas Commission on Environmental Quality and includes, hazardous material containment, i.e. fuel spills, from any vehicle, including motor vehicles, trains, motorcycle or aircraft.

2.19 ICS – Incident Command System, as defined by the National Incident Management System.

2.20 INCORPORATED AREA - any area(s) within Hidalgo County that exist at time of execution thereof, and as they may be amended by reasons of annexation and/or de-annexation of property by any respective city.

2.21 LANDING ZONE – Any response where the sole purpose is to establish and assist in providing any helicopter landing zone.

2.22 LAW ENFORCEMENT ASSISTANCE – any non-fire assistance rendered any law enforcement agency, and includes, but is not limited to – vehicle recovery (water), traffic control, crowd control, and "standing-by" for any situation in pursuance of a law enforcement mission.

2.23 MASS CASUALTY INCIDENT – all emergency rescues and/or recovery of victims, eight (8) victims or more, from any major incident or accident, i.e. aircraft, any passenger transportation bus, regardless of cause, building collapse, or assembly area.

2.24 MEDICAL CALL – In an emergency situation, under exigent circumstances, where there is a delayed response by the contracted EMS provider and the situation dictates immediate medical attention due to the delay by the EMS provider. It does not include immediate first aid to stabilize a victim at a scene, when already on scene. This section is not to be construed as a reimbursement plan for a fire-based department that operates an emergency medical service (EMS) otherwise covered by any other contracts that are already in place.

2.25 MUTUAL AID – Situations where a City/Entity is requested to assist another City/Entity to perform any emergency services pursuant to the provisions of Section IV or an emergency situation where a primary responding City/Entity requests assistance from another City/Entity or Department.

2.26 MUTUAL AID – A Primary City/Entity response to an emergency event where the situation is of such magnitude, either upon arrival or during the actual response, that the primary city/entity must declare a multiple alarm and request response from one or more Secondary City/Entity(s) and such assistance is necessary to control, extinguish, or otherwise assist with the response., this includes any element of public works that is called upon to help achieve the objective. Each Secondary City/Entity summoned and that responds is eligible to receive the rate of pay as the primary city/entity. The Fire Chief or designee, for the Primary City/Entity must submit written documentation detailing the reason for a multiple alarm. The call for additional resources made by the Primary City/Entity from the Secondary City/Entity may be based on the extenuating circumstances, and may be made by the on-scene incident commander, and must go through a dispatch point with approval from the most senior officer that is on duty for the City/Entity. The Fire Marshal and/or Emergency Management Coordinator may authorize and/or request mutual aid at any time whether or not on-scene, when the request is made directly to them.

2.27 NATURAL VEGETATION – The plants of an area or region, collectively – any plant life, present in or produced by nature, whether growing or not. Fuel for a wild-land or grass fire.

2.28 NIMS – National Incident Management System

2.29 OPERATIONAL PERIOD – 12 hour standard as recognized by the National Incident Management system.

2.30 PETROLEUM BASED INCIDENT – any incident or fire whose main fuel source includes propane, natural gas, liquefied gas, crude or refined oil or any other petroleum based product that may be used or processed as fuel or as a precursor for fuel. It also includes any storage container, conveyance of said product, whether by motor vehicle, pipeline or any other type of transport medium.

2.31 PETROLEUM BASED INCIDENT STANDBY – where the response is for valve shut off / capping at or before the source and/or to stand-by for utility company response.

2.32 PRIMARY CITY – the City/Entity who is a party to this contract with the County that is assigned to respond as the lead fire-based response agency to an area where the emergency occurred as per Section II, Paragraph A, of this contract. This may be based on geographical assignments or capability.

2.33 PUBLIC WORKS RESPONSE – Any incident response that requires operational support elements from what is commonly referred to as Public Works, to respond to an emergency situation, to help mitigate, control, or otherwise facilitate the overall response. This response may only be requested and authorized by the on-scene Incident Commander through the Fire Marshal or County Emergency Management Coordinator.

2. 34 RECOVERY CALL – Body - Any recovery of a drowning victim from any body of water.

2.35 REIMBURSEMENT PLAN – method by which a City/Entity is reimbursed by the County for emergency services rendered in any rural area within Hidalgo County.

2.36 REGIONAL MEDICAL RESPONSE TEAM – response to any special situation to provide medical assistance and support for any first responder regardless of discipline. Any response for mass casualty incident to assist with medical triage or treatments of victims.

2.37 RESCUE CALLS – Any emergency rescue of person(s) in water. Any emergency rescue or extrication of person(s) from any enclosed area, i.e. elevators, building collapse, confined rescue, etc.

2.38 RESPONSE AREA – the geographical area assigned to the City/Entity within the rural areas of the County, wherein the respective City/Entity would be responsible for primary response to an emergency call for service.

2.39 RUBBISH – trash, garbage, or other unwanted things, and includes any tangible item discarded, collected, or recycled.

2.40 RURAL AREA – any non-incorporated areas within Hidalgo County, as they exist at the time of execution thereof, and as they may be amended by reasons of annexation and/or de-annexation of property by any respective city or any incorporated area within Hidalgo County that does not provide it's own emergency services or response.

2.41 RURAL RESPONSE DISTRICT – The area designated for the respective Primary City/Entity for emergency response within a delineated geographical area as depicted and described in Exhibit "B", attached hereof. The rural response district may be amended from time to time pursuant to Section III, Subsection B.

2.42 SEARCH and RESCUE CALLS – all rescues of person(s) whether living or dead, from water, high angle, confined space, or all rescue/extrication of person(s) from entanglement, entrapment, enclosed areas, elevators, building collapse, recovery of victim(s), i.e. drowning, heat exhaustion, etc.

2.43 SECONDARY CITY – the City/Entity who is a party to a cooperative agreement with the County and is assigned or requested to respond to assist the primary city in any type of emergency response to an area where the emergency occurred as per Section III, Subsection B of this contract. The response may occur anywhere within the County and may be based on geographical assignment or capability.

2.44 SERVICE CALLS – any call involving unauthorized burning, smoke scare, mischievous or malicious calls, and alarm system malfunctions requiring fire personnel to deal with an incident, but where no actual services, investigation or standby was rendered or needed.

2.45 SPECIAL SITUATIONS – Any situation in which the City/Entity performed in a manner that is not covered in any of the above described situations, or for an extended period of time (more than one operational period). The Fire Chief must justify the exigent circumstances for the response to the incident and reason for reimbursement request. If the response by the City/Entity covers two or more operational periods, this fee may charged per day, above and beyond any other fees.

2.46 STRUCTURE – any construction, or any production or piece of work artificially built or composed of parts joined together in some definite manner, that is built, under construction or constructed and it includes any edifice, or building of any kind.

2.47 TRAFFIC CONTROL – Any incident response where the nature of the call is strictly for traffic control assistance.

2.48 UNAUTHORIZED BURNING – that requires City/Entity personnel emergency response to and to deal with the public and/or manage property owner extinguishment. Rubbish fires are excluded from this category, unless they fall under the auspices of Section 4.a.1. An unauthorized burn is any fire regardless of size and scope, where the property owner; does not have a valid burn permit; is conducting the burn outside the scope and authority of a valid burn permit, or initiates any fire during a burn-ban period.

2.49 VEHICLE – has the same meaning found in the Texas Transportation Code – Subtitle C. Subchapter C. Section 541.201.23.a

2.50 VEHICULAR ACCIDENT – any motor vehicle or automobile collision regardless of amount of or type vehicles involved.

2.51 VEHICULAR EXTRICATION – any emergency extrication of person(s) from wreckage entanglement as a result of an automobile collision, regardless of motor vehicle type.

2.52 **VEHICLE FIRE** – A working fire – upon arrival that involves any commercial vehicle or three (3) or more passenger vehicles.

2.53 VEHICULAR – relating to, involving, or for use by vehicles, especially motor vehicles; caused by or resulting from the operation of a vehicle

2.54 WASH DOWN – Any petroleum based spill where there is no fire and the spill is under thirty-five (35) gallons. I.e. roadway, parking lots, etc. that requires a wash down – no vehicular accident.

2.55 WILDLAND FIRE - Any fire occurring in vegetation areas regardless of ignition sources, damages or benefits. An uncontrolled fire in grassland, brushland, or land sown to crops. For the purposes of this contract any fire within the confines of the above definitions that requires a response of three (3) or more City/Entity departments to manage and control.

2.56 WIRELINE INCIDENTS – where the response is such nature that there is a "downed-wire" or "low-hanging wire" - but no fire, and the responding City/Entity must standby and await the arrival of a utility company. Any situation where there is immediate danger to the public from an electrical wire, and the situation dictate immediate traffic control, or public redirection.

3.0 CITY/ENTITY RESPONSIBILITIES

3.1 City/Entity hereby agrees to provide emergency fire response based services, if resources are available, to the geographically assigned Rural Response District, within the County, as may be required by the County Fire Marshal or otherwise as delineated within this contract.

3.2 City/Entity hereby agrees to the designation of Primary (response) City within their designated Rural Response District as depicted in the attached map, as Exhibit "B". Each City/Entity Rural Response District may be amended from time to time during the period of this contract by annexation or de-annexation of property by any respective city(s), or by agreement of the County Fire Marshal, and Fire Chief(s) responsible for the existing Rural Response District. The Response Districts and assigned City/Entity will be provided to the designated 911 Coordinator and the Sheriff's Office. A map depicting the Rural Response Districts of all participating City/Entity(s) shall be maintained and provided upon request by the County Fire Marshal, at their designated office.

3.3 City/Entity agrees to provide the County Fire Marshal, upon request, with any and all records, reports, and documents, to include, but not limited to, statistics, data, calls for service records, dispatch logs, and any other records or other documents necessary to support the invoice or request for reimbursement as herein provided. In the absence of the Fire Marshal, said records, reports, and documents may be provided to the County Judge or his designee. The standard reimbursement request shall be timely submitted.

3.4 City/Entity agrees that in multi-agency response calls, the communications interoperability radio channels will be used as primary communications with the designated incident commander. The Incident Commander or assigned communications officer may designate user and sub-user groups as necessary.

3.5 City/Entity agrees to allow the County Fire Marshal, full access to any and all operational communications frequencies / talk groups, that the City/Entity operates on and authorize the County Fire Marshal to use those frequencies/talk groups during a response to a designated emergency situation that the City/Entity responds to. This will include assigning user-identification numbers (if available) to any County Fire Marshal communications radio.

3.6 City/Entity agrees to practice NIMS/ICS during any multi-agency – multi-tiered response.

3.7 City/Entity agrees to provide its' own insurance for equipment, vehicles, and personnel used in performing any of the services described herein. Emergency vehicles and fire-fighting equipment must be owned and/or managed by the City/Entity. City/Entity agrees to provide proof of current and adequate vehicle, equipment and workmen's compensation insurance to the County upon submission of this contract or upon request from the County Fire Marshal.

3.8 During extended operations as designated by the Incident Commander, the City/Entity agrees to provide adequate hydration and sustenance for its' firefighters/emergency response personnel.

3.9 City/Entity agrees that it will not cause, create or allow any type of "roving-patrols" or "smoke-hunting" operations by full-time employees, volunteers or paid-volunteers, in an effort to seek out emergency responses. Any simple trash burning calls will be referred to the appropriate law enforcement agency, i.e . Fire Marshal, Constable Office or Sheriff's Office, unless the activity is requested and authorized by the Fire Marshal in writing during an emergency situation, burn ban period, or fireworks ban period.

4.0 COUNTY RESPONSIBILITIES

4.1 In consideration for the City/Entitys' Rural Emergency Services, the County will reimburse the City/Entity in the manner provided herein.

4.2 The County shall designate a person and office that shall be known as the County Fire Marshal and County Fire Marshal's Office, who shall have the following responsibilities;

4.2.1 ADMINISTRATION

a. Administration of Fire Marshal's Office
b. Cause Burn Ban Signs (during designated times) to be displayed in conspicuous locations at all major roadway entrances to the County.
c. Commercial Building Inspections
d. Fire Safety Inspections
e. Adult and Child Day Care Facility Inspections
f. Health Care Facility Inspections
g. Existing and New Construction Inspections
h. Implementation and Enforcement of the most current version of the International Fire Code.
i. Issuance and Regulation of Burn Permits in Rural County areas
j. Monitor weather conditions and cause burn bans and fireworks bans to be enacted by the Commissioners Court, as appropriate.
k. Plat/Plan Reviews and approvals

4.2.2 **INVESTIGATIONS**

a. Conduct Fire Investigations
b. Assist and guide other law enforcement agencies with Fire Code violations and enforcement.
c. Provide Information and Reports
d. Provide assistance to municipal departments with Fire Investigations, upon request.
e. Issue Citations, make arrests, and file criminal cases as appropriate.

4.2.3 **FIRE PREVENTION**

a. Plan, coordinate and direct activities.
b. Conduct and participate in training with all Fire Departments.
c. Acquire and maintain equipment.
d. Conduct public education.
e. Perform fire safety presentations.

4.2.4 **ADMINISTER RURAL EMERGENCY SERVICES CONTRACT**

a. Review and process all requests for reimbursements.
b. Will confer with appropriate Fire Chief on any discrepancies on requests for reimbursement.

4.2.5 **RESPONSE**

a. When requested, respond to a fire scene within a reasonable time to conduct an investigation into the cause of the fire.
b. Will respond to any major incidents.
c. Will integrate into the NIMS/ICS structure as appropriate
d. Will assist the Incident Commander with any duties as assigned.
e. Will provide Law Enforcement assistance/coordination as needed

5.0 LIABILITY

5.1 City/Entity and County agree pursuant to Section 352.004, Texas Local Government Code that the acts of any person or persons travelling to or from or in a manner as defined in Section III, shall be deemed as the acts of agents or employees of the County in all respects, notwithstanding such person or persons may otherwise be employees or firefighters of the City/Entity.

5.2 The County of Hidalgo agrees that it will provide general liability insurance coverage for liabilities caused by vehicles, equipment, and personnel of the City/Entity performing such services under this Agreement. City/Entity shall be responsible for any damage to its vehicles or equipment used in performing services under this Agreement. Each party agrees that it shall provide general liability insurance coverage for the action of their employees and firefighters.

5.3 Nothing herein shall be construed to prevent either party from becoming self-insured. Each City/Entity participating and entering into this contract must provide written proof of insurance to the County when submitting the contract for approval. Upon request by the County or it's duly authorized representative, the City/Entity must provide documentation of completion of any other State or Federal fire-fighting training requirements.

5.4 If either party cannot acquire the insurance required herein, this Agreement shall be void and the parties shall negotiate their respective obligations regarding emergency services response in the rural areas of Hidalgo County at the time. If at any time during the year the respective City/Entity loses its insurance capacity, it must immediately report this to the Fire Marshal and cease any responses to their assigned Rural Response District.

6.0 REIMBURSEMENT PLAN

6.1 County shall reimburse City/Entity for services provided hereunder in a lump sum with payment to be made monthly as follows:

6.1.1 City/Entity shall keep true and accurate records of all rural emergency services provided hereunder and shall submit, on a monthly basis, any Rural Emergency Service Incident Reports to the County Fire Marshal by the 15th calendar date of the following month in which the emergency services were provided. If the 15th calendar date falls on a weekend or holiday, the monthly reports shall be due by the next business date. Reporting is a prerequisite to receiving payments from the County. The Rural Emergency Service Incident Report form(s) shall be required as part of the monthly report. Accident Prevention Plan documentation is required from any City/Entity that utilized the County Worker's Compensation Policy, as described in Section V. (c).

6.1.2 County shall communicate and provide a written itemized list of emergency services not approved for reimbursement or any change in the reimbursement rate / category to the City/Entity with an explanation for the disapproval or change to the Fire Chief of city/entity for his approval or challenge within ten (10) working days of receipt of invoices from City/Entity.

6.1.3. County Fire Marshal shall accumulate records of all rural emergency service responses provided by all City/Entity(s) within Hidalgo County and shall calculate the amount due each City/Entity.

a. Any and all disputes of City/Entity reports shall be addressed directly to the Fire Marshal and/or the City/Entity in writing.

b. If a resolution of dispute for emergency response services cannot be reached, the reporting City/Entity may appeal to the Hidalgo County Commissioner's Court.

6.1.4. For all rural emergency calls serviced by the City/Entity within its emergency response district, City/Entity shall receive a monthly lump-sum payment for all services, corresponding to that year, in accordance with the following payment schedule and categories;

(6.1.4.I.)	**CATEGORY I (CI)**	**Flat rate of $1000.00 per incident.**
(6.1.4.II.)	**CATEGORY II (CII)**	**Flat Rate of $ 600.00 per incident**
(6.1.4.III.)	**CATEGORY III (CIII)**	**Flat Rate of $ 425.00 per incident.**
(6.1.4.IV.)	**CATEGORY IV (CIV)**	**Flat Rate of $ 275.00 per incident.**
(6.1.4.V.)	**CATEGORY V (CV)**	**Flat Rate of $ 125.00 per incident.**
(6.1.4.VI.)	**CATEGORY VI (CVI)**	***Based on expenditure on a case by case basis. Must have pre-approval by County Fire Marshal or County Emergency Manager, and only during a declared emergency or declared disaster, or any incident involving more than one operational period.***

6.1.4.I. CATEGORY I. **A rate of 1000.00 per incident**, as set forth, shall apply, during the terms of this Contract for:

.1 **FIREFIGHTING** (as primary department)
.2 **HAZARDOUS MATERIALS INCIDENT**
.3 **MASS CASUALTY**
.4 **RESCUE CALLS**
.5 **VEHICLE FIRE**
.6 **VEHICULAR EXTRICATION**
.7 **PUBLIC WORKS RESPONSE**
.8 **REGIONAL MEDICAL RESPONSE TEAM**
.9 **SECONDARY CITY/ENTITY** (in place of primary department.)
.10 **SPECIAL SITUATIONS**

6.1.4.II. CATEGORY II. **A rate of 600.00 per incident**, as set forth, shall apply, during the terms of this Contract for:

.1 **UNAUTHORIZED BURNING**
.2 **AUTHORIZED BURNING**
.3 **MEDICAL CALL**
.4 **MUTUAL AID**

6.1.4.III CATEGORY III. **A Rate of $ 425.00 per incident**, as set forth, shall apply, during the terms of this Contract for:

.1 **WASH DOWN**
.2 **RECOVERY CALL - BODY**
.3 **BEE ATTACK**
.4 **PETROLEUM BASED INCIDENT STANDBY**
.5 **WIRELINE INCIDENTS**
.6 **LAW ENFORCEMENT ASSISTANCE**

6.1.4.IV. CATEGORY IV. At a rate of $ **275.00** per incident, as so stated, shall apply, during the term of this contract.

.1 **TRAFFIC CONTROL**
.2 **LANDING ZONE**

6.1.4.V. **CATEGORY V.** At a rate of **$125.00** per incident, as so stated, shall apply, during the term of this contract.

.1 **FALSE ALARM CALL**

.2 **GOOD INTENT CALLS**

.3 **SERVICE CALLS**

CATEGORY VI – *This is a special category designed to reimburse City/Entity for any consumables during a declared state of emergency or declared state of disaster, or wherein response efforts are prolonged due to exigent circumstances; involve more than one operational period, and City/Entity is forced by the very nature of the incident to continue operations in the interest of public safety, and include nourishment and hydration products. City/Entity are expected to respond as a self-sufficient organization for at least one operational period.*

7.0. ASSIGNMENT

In the event a Rural Fire District(s) is created for the rural, non-incorporated areas of Hidalgo County, this contract may be assigned by County to such District, and City/Entity shall look solely to the District(s) to perform and assume all Obligations and Responsibilities of County.

8.0. AUDIT

Any and all requests from City/Entity for reimbursement from County or any past reimbursements made under this contract shall be subject to audit by the County Auditor's Office, and/or the Fire Marshal. Should an audit procedure be invoked, City/Entity agrees to provide any and all records, photographs, videos, or other documents, pertaining to any request or claim for reimbursement made or paid hereunder that are requested by the Auditor or Fire Marshal. Should the County Auditor determine that any payments made were not properly claimed under the terms of this contract, City/Entity agrees to remit the amount of payments so found by the County Auditor to the County within 10 working days, following the date of receipt of City/Entity of County Auditors written determination of same.

9.0. MISCELLANEOUS

9.1 **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 the 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.

9.2 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 hereof.

9.3 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 indirectly 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.

9.4 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.

9.5 NOTICE. Except as may be otherwise specifically provided in this Agreement, all notices, demands, request for 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 pre-paid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been therefore specified by written notice delivered in accordance herewith:

If to City/Entity _____

_____

_____, Texas _____

If to County: County of Hidalgo

J.D. Salinas, III, County Judge
100 East Cano – 2nd Floor, Edinburg, Texas 78539 or
P.O. Box 1356, Edinburg, Texas 78540

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 of 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.

9.6 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.

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

9.8 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.

9.9 GENDER and NUMBER. All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine, or neutral gender, and the singular shall include the plural whenever and as often as may be appropriate.

9.10 AUTHORITY TO EXECUTE. The execution and performance of this Agreement by each of the parties hereto has been duly authorized by all necessary laws, resolutions, ordinances, or governing body action, and the Agreement constitutes, the valid and enforceable obligations of the parties hereto in accordance with its terms.

9.11 PERFORMANCE of GOVERNMENT FUNCTIONS. Each party hereto is entering into this Agreement for the purpose of providing for governmental services or functions, and will pay for such services out of current revenues available to the paying party as herein provided.

WITNESS THE HANDS OF THE PARTIES

(In duplicate originals effective on the day both parties signatures are executed.

CITY OF MERCEDES

By: Joel Quintanilla, Mayor

09/15/2009
Date

ATTEST:

City Secretary Arcelia L. Felix

COUNTY OF HIDALGO

J.D. Salinas, III – County Judge

Date

ATTEST:

Arturo Guajardo, Jr., County Clerk

Approved as to Form:

Atlas & Hall, LLP

By: _____
Stephen L. Crain

County of Hidalgo – Fire Marshal's Office

Rural Emergency Service Incident Report

(FORM MUST BE COMPLETE IN INK OR TYPED ON ALL INCIDENTS FOR REIMBURSEMENT) (Exhibit A)

DEPARTMENT: _____ COUNTY INCIDENT: _____

DATE :_____ ALARM TIME :_____ ARRIVAL TIME: _____ DEPART TIME: _____

SITUATION REPORTED:_____ SITIUATION FOUND:_____

MUTUAL AID: _____ GIVEN: _____ RECEIVED: _____ DEPARTMENT: _____

_____ NON-APPLICABLE DEPARTMENT: _____

CALLER NAME: _____ REQUESTING PERSON: _____

CALLER NAME: _____ METHOD OF ALARM: _____ 911 _____

CALLER ADDRESS: _____ OTHER: _____ PHONE: _____

CALLER PHONE: _____ WALK-IN: _____

INCIDENT LOCATION:

_____

OCCUPANT NAME: _____ OWNER NAME: _____

OWNER ADDRESS:

_____

OWNER PHONE #: _____ OCCUPANT PHONE #: _____

INCIDENT CAUSE:

_____

TYPE OF ACTION TAKEN:

_____

UNITS RESPONDING: _____ UNITS COMMITTED: _____

OF PERSONNEL:_____ MILEAGE (ROUND TRIP):_____ ADVISED COUNTY FIRE MARSHAL: YES _____ NO: _____

COMMENTS:

_____

_____

_____

_____

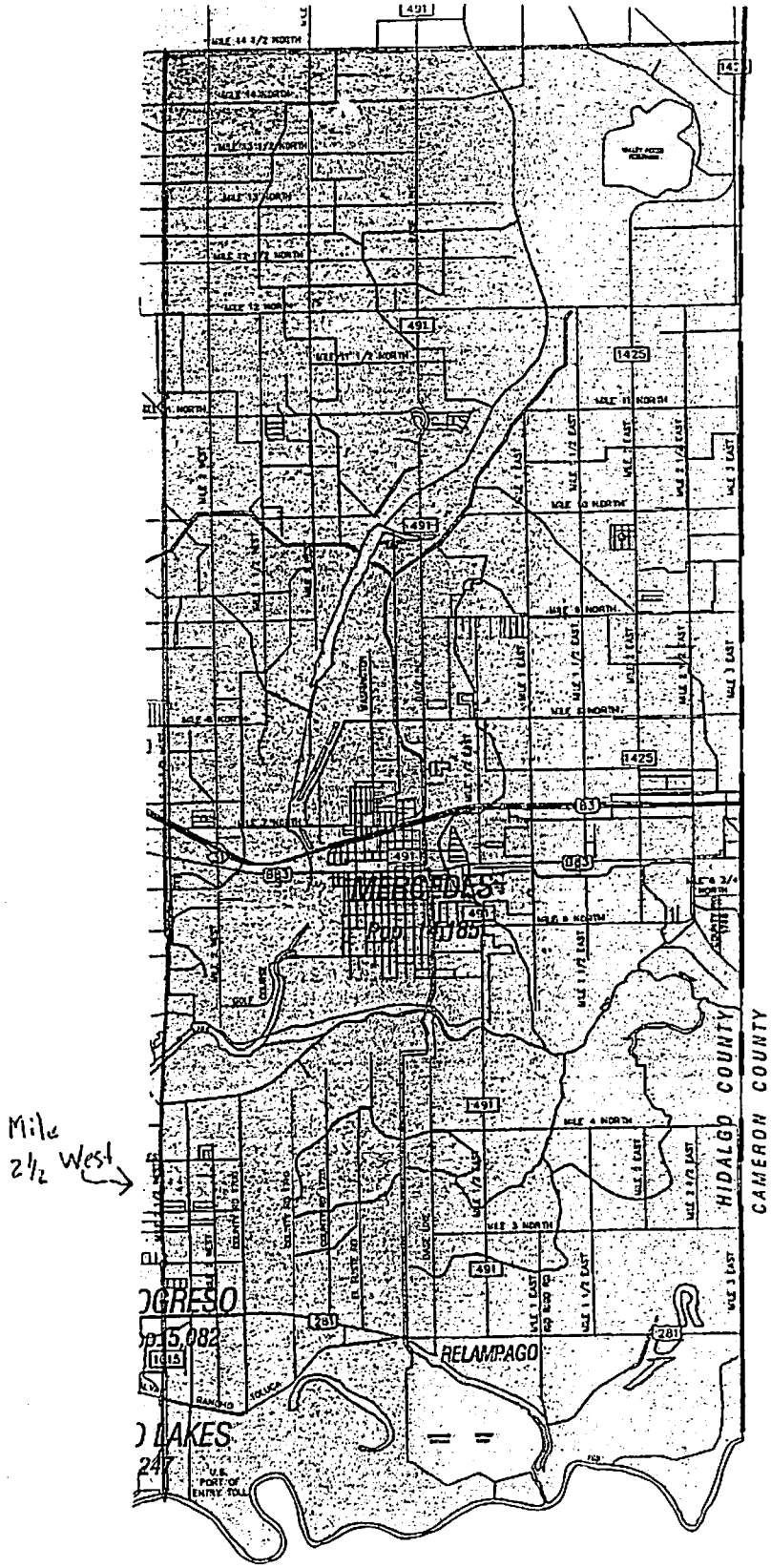
Incident Commander: _____ Report Prepared by: _____

ESTIMATED $ LOSS: _____ ATTEST: _____

Fire Chief

REIMBURSEMENT REQUESTED: ___$125.00 ____$275.00 ____$425.00 ____$600.00 ____$1000.00

HCFMO Approval Amount : ____$125.00 ____$275.00 ____$425.00 ____$600.00 ____$1000.00


MERCEDES
HIDALGO COUNTY
CAMERON COUNTY
RELAMPAGO
491
281
1425
83
Mile
2½ West

AI-18344 **15.A.**

Oath of Office

CC REGULAR

Date:	11/03/2009
Submitted By:	Mari Gutierrez, COUNTY JUDGE
Submitted For:	Mari Gutierrez
Department:	COUNTY JUDGE
Agenda Category:	County Judge's Office

Information

CAPTION

Swearing in of Rene A. Ramirez as County Judge and Administer Oath

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	10/30/2009 01:30 PM	APRV
2	Auditor's Office		10/30/2009 04:23 PM	NEW

Form Started By: Mari Gutierrez — Started On: 10/30/2009 01:27 PM

Final Approval Date: 10/30/2009

AI-18230 **16.A.**

HIDTA 2008 Grant Modification

CC REGULAR

Date:	11/03/2009
Submitted By:	Nelda Olivarez, HIDTA
Submitted For:	Rene Guerra, Criminal District Attorney
Department:	HIDTA
Agenda Category:	HIDTA - Task Force

Information

CAPTION

1. Approval of certification of revenues, as certified by the County Auditor for the HIDTA Task Force Grant

2. Authorization and approval to accept the Award number I8PSSP573Z Modification 1 (supplement) between Hidalgo County and the Executive Office of the President - Office of National Drug Control Policy increasing the award amount by $70,908.00

Previous Award Amount	$697,314.00
Supplement	$ 70,908.00
Adjusted Award Amount	$768,222.00

3. Approval of appropriation of supplemental funds under Grant number I8PSSP573Z for the Hidalgo County HIDTA Task Force (South Texas HIDTA McAllen Initiative) in the amount of $70,908.00.

BACKGROUND

On May 6, 2008, the Hidalgo County Commissioners' Court approved the 2008 (I8PSSP573Z) Award Cooperative Agreement between Hidalgo County and the Excutive Office of the President-Office of National Drug Control Policy.

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1291-XXX-00-270-003-8-XXX

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

BUDGETARY IMPACT:

Appropriation of funds in the total amount of $70,908.00 for the HIDTA Task Force Grant.

Revenue Account --> 9-1291-331-00-270-003-08-000 HIDTA Task Force 2008 Grant - Revenue

Attachments

Link: Back up

Link: cert. of revenues

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	10/27/2009 09:22 AM	APRV
2	Sylvia Solis	Sylvia Solis	10/30/2009 09:19 AM	APRV
3	Auditor's Office		10/30/2009 04:23 PM	NEW

Form Started By: Nelda Olivarez

Started On: 10/26/2009 10:43 AM

Final Approval Date: 10/30/2009

Executive Office of the President Office of National Drug Control Policy	AWARD Grant	Page 1 of 1
1. Recipient Name and Address Mr. Juan Salinas Hidalgo County Auditor's Office P O BOX 5719 McAllen, TX 78502	4. Award Number: I8PSSP573Z 5. Project Period: 01/01/2008 to 12/31/2009 Budget Period: 01/01/2008 to 12/31/2009	
1A. Recipient IRS/Vendor No. 1746000717A4	6. Date: 10/06/2009	7. Action
2. Subrecipient Name and Address	8. Supplement Number 1	☐ Initial ☒ Supplemental
2A. Subrecipient IRS/Vendor No.	9. Previous Award Amount	$697,314.00
3. Project Title McAllen Initiative Initiative(s)	10. Amount of This Award	$70,908.00
	11. Total Award	$768,222.00
12. Special Conditions The above grant is approved subject to such conditions or limitations as are set forth in the original Grant.		
13. Statutory Authority for Grant: Public Law 110-161		
AGENCY APPROVAL	**RECIPIENT ACCEPTANCE**	
14. Typed Name and Title of Approving ONDCP Official Michael K. Gottlieb Acting Assistant Deputy Director Office of National Drug Control Policy	15. Typed Name and Title of Authorized Recipient Official Mr. Juan Salinas Hidalgo County Auditor's Office	
16. Signature of Approving ONDCP Official Michael K. Gottlieb	17. Signature of Authorized Recipient	Date
Agency Use Only		
18. Accounting Classification Code DUNS: 103110834 EIN: 1746000717A4	19. HIDTA AWARD OND10B3SE0809 OND2000000 OC 4100	

EXECUTIVE OFFICE OF THE PRESIDENT
OFFICE OF NATIONAL DRUG CONTROL POLICY
Washington, D.C. 20503

October 06, 2009

Mr. Juan Salinas
Hidalgo County Auditor's Office
P O BOX 5719
McAllen, TX 78502

Dear Mr. Salinas:

Grant number I8PSSP573Z has been increased and now totals $768,222.00.

The original and one copy of Modification 1 are enclosed. If you accept this modification, sign and keep the original for your file, and return a copy with an original signature to the following address:

National HIDTA Assistance Center
Attn: Finance Unit
11200 NW 20TH ST, STE 100
Miami, FL 33172
(305) 715-7600

All terms and conditions of the original award apply to the Modification. If you have any questions pertaining to this grant award, please feel free to contact Phuong DeSear at (202) 395-6739.

Sincerely,

Michael K. Gottlieb

Michael K. Gottlieb
Acting Assistant Deputy Director
Office of State, Local and Tribal Affairs

DATE: OCTOBER 26, 2009

DEPARTMENT HEAD: DORA L. MUNOZ

DEPARTMENT NAME: H.I.D.T.A. TASK FORCE

ACCOUNT NUMBER: EXPENDITURE - 1291-412-00-270-003-8-XXX

REVENUE - 1291-331-00-270-003-8-000

SUBJECT: MODIFICATION 1

HONORABLE COMMISSIONER'S COURT OF HIDALGO COUNTY:

I WOULD LIKE TO REQUEST THE FOLLOWING AMENDMENTS (INCREASES) TO MY DEPARTMENTAL BUDGET IN ACCORDANCE WITH V.A.C.S., PURSUANT TO ARTICLE 689A-11, 1666A, 1666B:

INCREASE OBJECT NUMBER (S)	ACCOUNT (OBJECT) NAME	INCREASE (DECREASE)
9-1291-412-00-270-003- 8- 748	OTHER EQUIPMENT	70,908.00
	TOTAL APPROPRIATIONS	$70,908.00
9-1291-331-00-270-003- 8 000	HIDTA TASK FORCE 2008 GRANT	70,908.00
	TOTAL ESTIMATED REVENUES	70,908.00

TO APPROPRIATE THE HIDALGO COUNTY HIDTA 2008 GRANT NUMBER I8PSSP573Z MODIFICATION 1 IN THE AMOUNT OF $70,908.00

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

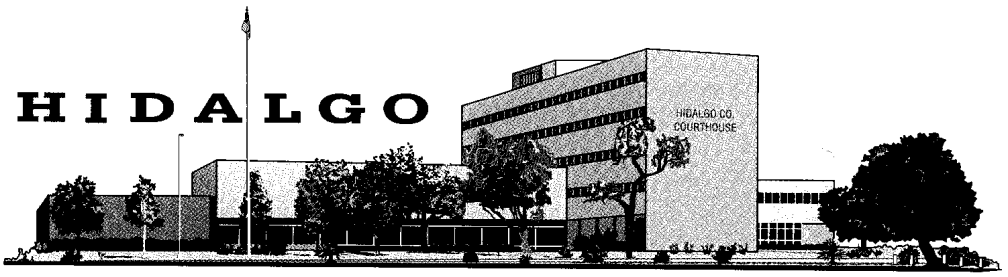
APPROVED BY COMMISSIONER'S COURT

DATE

DEPARTMENT HEAD SIGNATURE

ATTEST BY COUNTY CLERK

COUNTY of HIDALGO



EDINBURG, TEXAS 78539

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

October 29, 2009

The Honorable JD Salinas, Hidalgo County Judge
The Honorable Sylvia Handy, Commissioner, Precinct No. 1
The Honorable Hector "Tito" Palacios, Commissioner, Precinct No. 2
The Honorable Jose M. Flores, Commissioner, Precinct No. 3
The Honorable Oscar L. Garza, Commissioner, Precinct No. 4

RE: Certification of Revenue

Dear Judge and Commissioners:

Pursuant to Local Government Code § 111.0706 SPECIAL BUDGET FOR GRANT OR AID MONEY:

> The county auditor shall certify to the commissioners court the receipt of all public or private grant or aid money that is available for disbursement in a fiscal year but not included in the budget for that fiscal year. On certification, the court shall adopt a special budget for the limited purpose of spending the grant or aid money for its intended purpose.

I, Ray Eufracio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the receipt of a grant award from the Executive Office of the President – Office of National Drug Control Policy. These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

AMOUNT	GRANT
$70,908.00	I8PSSP573Z McAllen Initiative

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

11/2/09
Date

HIDALGO COUNTY DISTRICT JUDGES

RICARDO P. RODRIGUEZ, JR. JUDGE, 92ND D.C. | RODOLFO DELGADO JUDGE, 93RD D.C. | J. R. "BOBBY" FLORES JUDGE, 139TH D.C. | ROSE GUERRA REYNA JUDGE, 206TH D.C. | JUAN R. PARTIDA JUDGE, 275TH D.C. | MARIO E. RAMIREZ, JR. JUDGE, 332ND D.C. | NOE GONZALEZ JUDGE, 370TH D.C. OVERSEER | LETICIA LOPEZ JUDGE, 389TH D.C. | AIDA SALINAS FLORES JUDGE, 398TH D.C. | ISRAEL RAMON, JR. JUDGE, 430TH D.C. | JESSE CONTRERAS JUDGE, 449TH D.C.

Executive Office of the President Office of National Drug Control Policy	**AWARD** Grant	Page 1 of 1
1. Recipient Name and Address Mr. Juan Salinas Hidalgo County Auditor's Office P O BOX 5719 McAllen, TX 78502	4. Award Number: I8PSSP573Z 5. Project Period: 01/01/2008 to 12/31/2009 Budget Period: 01/01/2008 to 12/31/2009	
1A. Recipient IRS/Vendor No. 1746000717A4	6. Date: 10/06/2009	7. Action ☐ Initial ☒ Supplemental
2. Subrecipient Name and Address	8. Supplement Number 1	
2A. Subrecipient IRS/Vendor No.	9. Previous Award Amount	$697,314.00
3. Project Title McAllen Initiative Initiative(s)	10. Amount of This Award	$70,908.00
	11. Total Award	$768,222.00
12. Special Conditions The above grant is approved subject to such conditions or limitations as are set forth in the original Grant.		
13. Statutory Authority for Grant: Public Law 110-161		

AGENCY APPROVAL	RECIPIENT ACCEPTANCE
14. Typed Name and Title of Approving ONDCP Official Michael K. Gottlieb Acting Assistant Deputy Director Office of National Drug Control Policy	15. Typed Name and Title of Authorized Recipient Official Mr. Juan Salinas Hidalgo County ~~Auditor's Office~~
16. Signature of Approving ONDCP Official Michael K. Gottlieb	17. Signature of Authorized Recipient Date

Agency Use Only	
18. Accounting Classification Code DUNS: 103110834 EIN: 1746000717A4	19. HIDTA AWARD OND10B3SE0809 OND2000000 OC 4100

EXECUTIVE OFFICE OF THE PRESIDENT
OFFICE OF NATIONAL DRUG CONTROL POLICY
Washington, D.C. 20503

October 06, 2009

Mr. Juan Salinas
Hidalgo County Auditor's Office
P O BOX 5719
McAllen, TX 78502

Dear Mr. Salinas:

Grant number I8PSSP573Z has been increased and now totals $768,222.00.

The original and one copy of Modification 1 are enclosed. If you accept this modification, sign and keep the original for your file, and return a copy with an original signature to the following address:

National HIDTA Assistance Center
Attn: Finance Unit
11200 NW 20TH ST, STE 100
Miami, FL 33172
(305) 715-7600

All terms and conditions of the original award apply to the Modification. If you have any questions pertaining to this grant award, please feel free to contact Phuong DeSear at (202) 395-6739.

Sincerely,

Michael K. Gottlieb

Michael K. Gottlieb
Acting Assistant Deputy Director
Office of State, Local and Tribal Affairs

MOD #1 TI $70,908.00 #18134

FY 2008 - Southwest Border HIDTA

Initiative Cash Summary by HIDTA

Current Budget (Approved) (With Reprogramming)

Total Southwest Border	**51,761,297.00**
Total National HIDTA	**228,800,000.00**

Agency Name	Initiative Name	Cash	Type	Grant
	Laredo Intelligence Support Center (LISC)	8,790.00	Intelligence	E 2008 - SWB South Texas Region
	South Texas HIDTA Del Rio Task Force	30,359.00	Investigation	E 2008 - SWB South Texas Region
	South Texas HIDTA McAllen Initiative	57,092.00	Investigation	E 2008 - SWB South Texas Region
	South Texas HIDTA San Antonio Initiative	36,414.00	Investigation	E 2008 - SWB South Texas Region
	South Texas HIDTA Training Initiative	22,731.00	Operations Support	E 2008 - SWB South Texas Region
	Starr County HIDTA Task Force	9,100.00	Investigation	E 2008 - SWB South Texas Region
	White Sands HIDTA Task Force	46,602.00	Investigation	E 2008 - SWB South Texas Region
	Agency Total - U.S. Immigration and Customs Enforcement	238,288.00		
DEA 2008 - SWB South Texas Region	Brownsville HIDTA Investigative Task Force	152,208.00	Investigation	A 2008 - SWB South Texas Region
	Director's Administrative Support Element	74,979.00	Administration	A 2008 - SWB South Texas Region
	Eagle Pass Multi-Agency Investigative TF	72,130.00	Investigation	A 2008 - SWB South Texas Region
	Laredo Intelligence Support Center (LISC)	44,000.00	Intelligence	A 2008 - SWB South Texas Region
	Laredo Multi-Agency Border Task Force	641,853.00	Investigation	A 2008 - SWB South Texas Region
	South Texas HIDTA Intelligence Center (STHIC)	2,000.00	Intelligence	A 2008 - SWB South Texas Region
	South Texas HIDTA McAllen Initiative	232,445.00	Investigation	A 2008 - SWB South Texas Region
	South Texas HIDTA San Antonio Initiative	103,259.00	Investigation	A 2008 - SWB South Texas Region
	South Texas HIDTA Training Initiative	22,900.00	Operations Support	A 2008 - SWB South Texas Region
	Agency Total - Drug Enforcement Administration	1,345,774.00		
DHS 2008 - SWB South Texas Region	South Texas HIDTA Intelligence Center (STHIC)	19,460.00	Intelligence	S 2008 - SWB South Texas Region
	Agency Total - Department of Homeland Security	19,460.00		
FBI 2008 - SWB South Texas Region	McAllen (Multi-Agency) Intelligence Center	146,948.00	Intelligence	3I 2008 - SWB South Texas Region
	Multi-Agency Drug Related Public Corruption TF	59,881.00	Investigation	3I 2008 - SWB South Texas Region
	South Texas HIDTA Training Initiative	14,972.00	Operations Support	3I 2008 - SWB South Texas Region
	Agency Total - Federal Bureau of Investigation	221,801.00		
USAO 2008 - SWB South Texas Region	South Texas HIDTA McAllen Initiative	11,800.00	Investigation	D 2008 - SWB South Texas Region
	Agency Total - US Attorney's Office	11,800.00		
USMS 2008 - SWB South Texas Region	Director's Administrative Support Element	6,000.00	Administration	S 2008 - SWB South Texas Region
	Agency Total - U.S. Marshals Service	6,000.00		
Laredo Police Department - City of Laredo	Laredo Financial Narcotics Enforcement Task Force	730,104.00	Investigation	I8PSSP571Z
	Multi-Agency Drug Related Public Corruption TF	99,916.00	Investigation	I8PSSP571Z
	South Texas HIDTA Training Initiative	6,000.00	Operations Support	I8PSSP571Z
	Agency Total - Laredo Police Department - City of Laredo	836,020.00		
Hidalgo County Auditor's Office	South Texas HIDTA McAllen Initiative	756,613.00	Investigation	I8PSSP573Z
	South Texas HIDTA Training Initiative	11,609.00	Operations Support	I8PSSP573Z
	Agency Total - Hidalgo County Auditor's Office	768,222.00		
Cameron County Auditor's Office	Brownsville HIDTA Investigative Task Force	131,599.00	Investigation	I8PSSP600Z
	DHE - Director's Administrative Support Element	70,000.00	Administration	I8PSSP600Z

FY 2008 - SWB South Texas HIDTA

Initiative Budget by Award Recipient

Initiative - South Texas HIDTA McAllen Initiative

Award Recipient - Hidalgo County Auditor's Office - I8PSSP573Z

Current Budget (Approved) (With Reprogramming)

ACCOUNT	Total	Hidalgo County Auditor's Office
Administrative staff	33,500.00	33,500.00
Analyst - Intelligence	28,000.00	28,000.00
Attorney	49,385.00	49,385.00
Director	51,875.00	51,875.00
Financial staff	34,850.00	34,850.00
Investigative - Law Enforcement Officer	222,400.00	222,400.00
Paralegal & support	28,000.00	28,000.00
Personnel	**448,010.00**	**448,010.00**
Administrative staff	10,417.00	10,417.00
Analyst - Intelligence	8,654.00	8,654.00
Attorney	12,370.00	12,370.00
Director	16,410.00	16,410.00
Financial staff	9,847.00	9,847.00
Investigative - Law Enforcement Officer	75,427.00	75,427.00
Paralegal & support	9,130.00	9,130.00
Fringe	**142,255.00**	**142,255.00**
Investigative/Operational	1,000.00	1,000.00
Travel	**1,000.00**	**1,000.00**
Support	6,240.00	6,240.00
Utilities	6,600.00	6,600.00
Facilities	**12,840.00**	**12,840.00**
Communications - data lines	1,800.00	1,800.00
Communications - mobile phones & pagers	10,800.00	10,800.00
Communications - office phones	9,600.00	9,600.00
Insurance	7,200.00	7,200.00
Service contracts	7,200.00	7,200.00
Shipping & postage	600.00	600.00
Subscriptions - database	3,000.00	3,000.00
Vehicle lease - passenger	19,200.00	19,200.00

FY 2008 - SWB South Texas HIDTA

Initiative Budget by Award Recipient

Initiative - South Texas HIDTA McAllen Initiative

Award Recipient - Hidalgo County Auditor's Office - I8PSSP573Z

Current Budget (Approved) (With Reprogramming)

ACCOUNT	Total	Hidalgo County Auditor's Office
Services	**59,400.00**	**59,400.00**
Equipment	70,908.00	70,908.00
Equipment	**70,908.00**	**70,908.00**
Investigative/operational	18,000.00	18,000.00
Office	4,200.00	4,200.00
Supplies	**22,200.00**	**22,200.00**
Total Accounts	**756,613.00**	**756,613.00**

AI-18315 **17.A.**

Planning Department

CC REGULAR

Date:	11/03/2009
Submitted By:	Nora Cavazos, PLANNING DEPT.
Submitted For:	Raul Sesin
Department:	PLANNING DEPT.
Agenda Category:	Planning Department

Information

CAPTION

1. Discussion and Action to consider a request made by Mr. Martin Almazan and wife to waive Section 232.027 of the Texas Local Government Code

2. Discussion and action to rescind Commissioners Court moratorium order of May 11, 2004 with regards to La Joya Water Supply Corporation in accordance with TWDB's request.

BACKGROUND

Fiscal Impact

Attachments

Link: Variance Request from Martin Almazan

Link: Proposed Rancho Los Papalotes

Link: Prop. Rancho Los Papalotes 2:Plat

Link: Subdivision Regulation Enforce

Link: Order of Water Availability

Link: Corrected Order

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	10/29/2009 12:40 PM	APRV
2	Olga Garza	Olga Garza	10/30/2009 02:23 PM	APRV
3	Auditor's Office		10/30/2009 04:23 PM	NEW

Form Started By: Nora Cavazos — Started On: 10/29/2009 10:04 AM

Final Approval Date: 10/30/2009

• Municipal Projects
• Subdivisions
• Surveys

Quintanilla, Headley and Associates, Inc.
Consulting Engineers • Land Surveyors

124 E. Stubbs, Edinburg, Texas 78539 Phone: (956) 381-6480 Fax: (956) 381-0527

Alfonso Quintanilla, P.E., R.P.L.S.
Eulalio Ramirez, P.E.
Registration Number F-1513

October 28, 2009

Mr. Raul Sesin, P.E.
Planning Administrator
County of Hidalgo
1304 S. 25TH St.
Edinburg, Texas 78539

Re: Ranchos Los Papalotes Subdivision No.2

Dear Mr. Sesin:

This letter is to request on behalf of the Developers Mr. Martin Almazan and Mrs. Irasema Salinas, a variance from the subdivision requirement and allow the recording of the subdivision plat without the installation or deposit of the financial guarantee for the onsite sanitary sewage facilities (septic tanks) and the pumps for the water wells.

The developers are proposing to comply with the installation of these improvements prior to the conveyance of lots. Please present this item to the Commissioners' Court for their consideration.

Should you have any questions or need additional information, please feel free to call me at 381-6480.

Sincerely,

Alfonso Quintanilla, P.E., R.P.L.S.
President

PLANNING DEPARTMENT
County Of Hidalgo

Raul E. Sesin, P.E., CFM
PLANNING ADMINISTRATOR

MEMORANDUM

To: **Judge Juan D. Salinas III**
County Commissioner's Court

From: **Raul E. Sesin, P.E., Planning Administrator**

Date: **September 2, 2009**

Re: **Proposed Rancho Los Papalotes 2**

We received a request from Mr. Alfonso Quintanilla on behalf of Mr. Martin Almanza and Mrs. Irasema Salinas to present proposed Rancho Los Papalotes No. 2 Subdivision located on the North side of Hinojosa Road and 1.5 of a mile West of US 281. The following is an account of the events that have led up to the County's concern regarding the processing of the above mentioned subdivision:

1. Developer of Rancho Los Papalotes No. 2 began construction of said proposed subdivision without Hidalgo County approval.

2. Original water distribution plans called for water service from the City of Edinburg as per letter of approval from the City Planning and Zoning Department dated February 13, 2008.

3. On March 4, 2008 our department was notified by Quintanilla, Headley, and Associates that the developer was considering the use of water wells as a means of water service for the lots.

4. In response to the water well proposal the County Planning Department requested an engineered report as to the compliance with 30 TAC 290.104, 290.106, 290.108, and 290.109, either: (1) without any treatment to the water; or (2) with treatment by an identified and commercially available water treatment system. 31 TAC 364.32(b). In addition, the water source must have shown the capacity to serve the lots in the subdivision with a quality source of water for an uninterrupted period of thirty years (30).

5. On October 31, 2008 the County Planning Department received a letter from Mr. Armando Vela, General Manager of the Red Sands Groundwater Conservation District, that made our department aware of the required permits for water wells by Red Sands G.C.D. and the amount of water available to each lot (55 gallons).

6. On March 18, 2009, the County Planning Department received a letter from Mr. Joe Reynolds, Attorney, Texas Water Development Board, that stated "If the District requires permits before the wells can be drilled, then the subdivision developer must obtain the permits in order for the County to be assured that adequate water service will be provided and comply with Sections 232.023 and 232.031 of the Local Government Code". The District as stated by Mr. Reynolds is the Red Sands G.C.D

7. The County is utilizing the Wastewater Usage Rates in Chapter 285 out of Title 30 Texas Administrative Code which calls for 240 gallons per day for a typical 3 bedroom single family dwelling to establish the amount of water need for the above mentioned proposed subdivision. As stated in Section 232.030, Loc. Government Code and echoed by Joe Reynolds of the Texas Water Development Board it is the County's responsibility to set forth requirements for potable water sufficient in quality and quantity.

8. Given the County's policy of a minimum of 240 gallons per day allocation per lot and the amount that Red Sands G.C.D. is willing to allow per lot (55 gallons per day), we may not allow for the processing of such subdivision as proposed currently.

Attached please find a copy of a letter from Mr. Armando Vela, General Manager of the Red Sands Groundwater Conservation District and copy of a letter from Mr. Joe Reynolds, Attorney, Texas Water Development Board.

*** * * END OF MEMORANDUM * * ***

To: Mr. Raul Sesin - County Planner
1304 S. 25th St.
Edinburg, Tx. 78542

From: Armando Vela
Red Sands G. C.D.

Re: Los Papalotes #2

Sir:

The following is in reference to our conversation on above referenced subdivision and water permits and availability.

I have provided you with a copy of certificate from Texas Water Board on Completion of and approval of water plan we are trying to implement. This in reference to Chapman Engineers Study for Los Papalotes where they state we do not have state approval.

A copy of our District Management Plan was provided for Mr. Quintanilla as requested by Mr. Chapman. This was approved by the state in 2007. In this study the allowed water use is 1200 Acre Feet per year of which the state has reserved for "exempt use" by State Law 450 Acre Feet per year. This leaves us with 750 Acre Ft. for all other uses.

The majority of landowners, including Los Papalotes, have not registered their wells as required by state law. Los Papalotes was

sent forms on 9/13/08. So far those that registered wells, that dont qualify for exempt use, are using water nearly equal to our allocatable figure of 750 Acre Feet. By the time all wells are registered we likely have useage and requests two or three times over available water. Most of the major users have a history of 20-50 years of use. Los Papalotes has none.

The study done by Chapman Engineers states there is an abundance of water but did not anywhere disagree with the 1200 Acre Feet of available water for all of the District. We are bound by our study to allocate on this basis. The proposed lots range in size from 1.5 to 4.48 Acres and are not exempt under State law. We will have to then have to issue them a permit, if they apply, for their pro rata share of the 750 Acre Ft. This would be equal to 33.52 gallons of water per acre per day with a meter.

The study indicates a minimal drop in water levels. I have a well ½ mile to the N.W. of this property, which when pumping for the lake or elsewhere takes place, drops 25' from 25 to 50 ft below the surface. My Neighbor Noe Garza, west of my land, had to drill another well to supply his cattle with water. Previously his well jet was set at 50 Feet. Mr. Joel Peña has a well about 300 Ft east of Los Papalotes which drops 35 ft. to below 60 ft. below the surface. This well in state records had water at 13 Ft. below surface. Good water is rarely found below 90 Feet. This is not addressed in the study.

Both the Pena well and a destroy well next to my well are cited in the study. Pena's is the Arturo Garza well and mine is the Carlos Hinojosa well.

Another issue not addressed in the study is possible salt water incursion in a well that was cited in the study. The Taylor-Latham well is no longer used because it has "salted out". With massive water use at Los Rapelotes this salt water will likely be drawn in.

You can see in the study the Garza well (H-6) dropped 12 ft. from 1982 to the present without Los Rapelotes. What will happen now? This is the well that drops to below 60 ft.

The study map shows numerous ponds (one per lot?). They also mention the 'lake' or large pond. The small ponds have windmills. According M. Arturo Ybarra, U.S.D.A. Soil and Water Conservation Service, a windmill pumping water 24/7 will average about 3 gallons per minute. This equals 4.84 Acre Feet a year per pond. If all 49 Lots get a pond that is 237 acre ft. James McAllen, a prominent Rancher uses a figure of 3 to 4 gallons per minute. The average would be 277 Acre Ft. The lake could possibly use another 250 Acre Ft. We can only wait for their registration forms.

When you add up home use, ponds & lakes that equals over 2/3 of our non exempt water. The study does not touch on this. Claims on their study are only for home use. Their Ads in the

local "Town Crier" and their Internet show both pond and lake.

The Chapman study also implies that 3/8 of the water used will be filtered by local soil and go back into the water source. This study was done on the most permeable soil of this subdivision. This is found on page 40 of Soil Survey of Hidalgo County. This soil type according to their study covers less than 1/3 of site. About 2/3 of the soils are Delmita or Delmita Randado, soils known for "Cemented Pan" of Caliche. This is not very permeable.

Since we are a viable Water District and have the responsibility for permitting wells I can say they have no permits. If issued they will not be enough for homes. This has been conveyed to Mr. Quintanilla their Engineer.

Armando Vela

RECEIVED
BY: Maria Cantu
OCT 31 2008
HIDALGO COUNTY
PLANNING DEPT.

TEXAS WATER DEVELOPMENT BOARD

James E. Herring, *Chairman*
Lewis H. McMahan, *Member*
Edward G. Vaughan, *Member*

J. Kevin Ward
Executive Administrator

Jack Hunt, *Vice Chairman*
Thomas Weir Labatt III, *Member*
Joe M. Crutcher, *Member*

March 18, 2009

Raul E. Sesin, P.E., CFM
Planning Administrator
Planning Department
County of Hidalgo
1304 South 25th Street
Edinburg, Texas 78539

via facsimile (956) 318-2844 and U.S. Postal Service

Re: Rancho Los Papalotes Phase 2 Subdivision

Dear Mr. Sesin:

In your letter of February 27, 2009, you raise two issues that prompt your question of whether Hidalgo County (the County) can approve plats for the Rancho Los Papalotes Phase 2 Subdivision (the Subdivision). The first issue relates to the method proposed for treating drinking water supplied to the houses in the Subdivision. The second issue concerns the issuance of permits by the Red Sands Groundwater Conservation District (the District) for the individual water wells.

As a preliminary comment, the responsibility for enforcing the Model Subdivision Rules adopted by the Texas Water Development Board (the Board) and colonia laws rests with the county and city. Local governments have the duty to ensure residential subdivision developments provide adequate water and wastewater services.

The Board assists cities and counties with the process of adopting subdivision rules or ordinances. Board staff will review local rules to assess consistency with Model Rules. In addition, the Board will review plats approved by a city or county to determine whether the local government's platting process is consistent with the requirements of the model rules. But the TWDB does not enforce the Model Rules. We will try to clarify the meaning of the Model Rules and the statutes under which they were created. But we do not decide issues of fact or "rule" on how the law should be applied in a specific case. Where the law is ambiguous or obscure and where there appear to be conflicts between laws, we—like local governments—look to the Attorney General for interpretation. Consequently, I encourage you to consult with your legal counsel to address questions specific to your local community regarding the application of Hidalgo County's subdivision rules.

1. Drinking Water Treatment in the Subdivision

Regarding your first question, you state that the Subdivision is expecting to use individual wells as the drinking water source. You note that the 30 year water availability study prepared for the Subdivision by Chapman Engineering reported the water produced from test wells does not meet minimum drinking standards based on elevated secondary maximum contaminant levels established by the Texas Commission on Environmental Quality. Therefore, the Subdivision developer proposes to escrow funds with the County to secure a 30 gallon reverse osmosis system for each lot that will treat the water at the point of use in the kitchen. This proposal will bring that point of use into compliance with minimum drinking water standards; but other point of use locations throughout the house will be left untreated.

The Model Rules provision to which you refer states that: "Where individual wells . . . are proposed for the supply of drinking water . . . The water quality of the water produced from the test well must meet the standards of water quality required for community water systems as set forth in 30 TAC §§290.104, 290.106, 290.108, and 290.109, either: (1) without any treatment to the water; or (2) with treatment by an identified and commercially available water treatment system." 31 TAC 364.32(b).

Subchapter F, Chapter 290, Title 30 of the Texas Administrative Code sets out the drinking water standards governing public drinking water quality. The Model Rules refer to the following rules in Subchapter F:

290.104	Maximum Contaminant Levels, Maximum Residual Disinfectant Levels, Treatment Techniques, and Action Levels.
290.106	Inorganic Contaminants
290.108	Radionuclides Other than Radon
290.109	Microbial Contaminants

The fact that Sections 290.104, 290.106, 290.108, and 290.109 are expressly mentioned in the Model Rules as required standards for nonpublic drinking water systems under the Model Rules and Sections 290.105 and 290.118 are not listed suggests that the secondary constituent levels determined by the engineering study are not considered a factor in determining whether the water from a test well meets the water quality standards for purposes of the Model Rules.

2. Permitting of Individual Water Wells

The second situation that you describe involves the permitting requirements of the Red Sands Groundwater Conservation District. Whether permits from the District are required for the individual wells in the Subdivision is an issue the Subdivision developer and the County must work out with the District.

Section 232.023, Local Government Code, requires a subdivider of land to have a plat of the subdivision prepared that contains a description of the water and sewer facilities that will be

constructed or installed to service the subdivision. Section 232.031 states that a subdivider may not sell or lease land in a subdivision unless the subdivision plat is approved by the commissioners court. If the District requires permits before the wells can be drilled, then the Subdivision developer must obtain the permits in order for the County to be assured that adequate water service will be provided and comply with Sections 232.023 and 232.031 of the Local Government Code.

The resolution of these questions is a matter for the Subdivision developer, the District, and the County as it involves interpretations of law and fact that are beyond the jurisdiction of the Board.

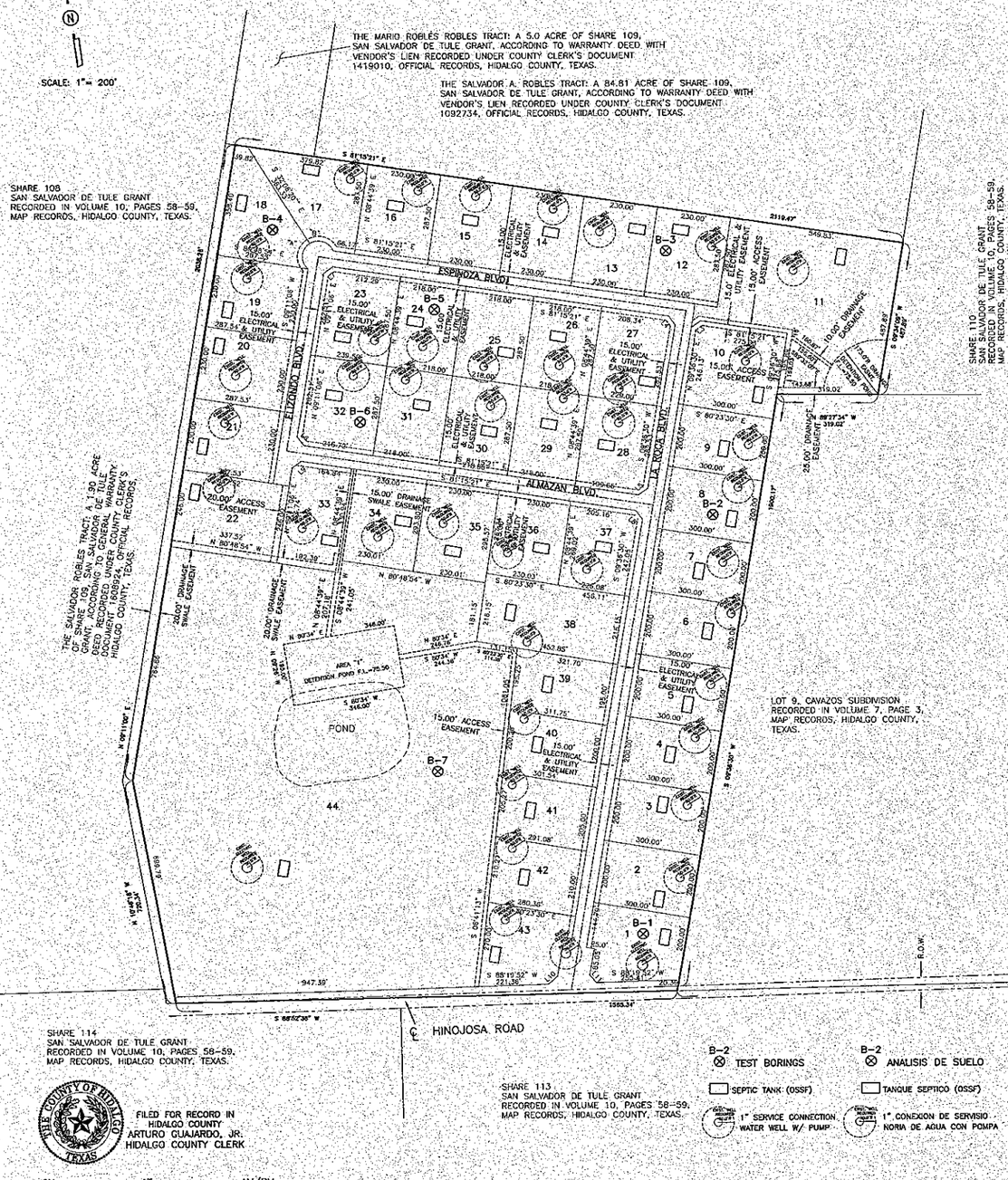
Sincerely,

Joe P. Reynolds
Attorney

cc: Mr. Martin Almazan **via facsimile (956) 381-1433**
Rancho Los Papalotes Subdivision

MAP OF WATER DISTRIBUTION SYSTEM/ MAPA DE DISTRIBUCION DE AGUA

SCALE: 1"= 200'



FILED FOR RECORD IN
HIDALGO COUNTY
ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

ON: _____ AT _____ AM/PM
INSTRUMENT NUMBER _____
RECORDED IN VOLUME _____ PAGE _____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY: _____ DEPUTY

SHEET NO.	FILENAME: F:\DATA\SUBDIVS\HIDALGO CO.\RANCH PAPALOTES RANCHES\PAPA2-RPLAT			
4 OF 5	DATE PREPARED 12-22-2008	PREPARED BY M. GONZALEZ	CHECKED BY	APPROVED BY
	DATE REVISED	REVISED BY	CHECKED BY	APPROVED BY

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
CONSULTING ENGINEERS · LAND SURVEYORS
124 E. STUBBS ST.
EDINBURG, TEXAS 78539
PHONE 956-381-6480
FAX 956-381-0527

SUBDIVISION PLAT OF:

RANCHOS LOS PAPALOTES SUBDIVISION No. 2

A 108.98 ACRE TRACT OF LAND OUT OF TRACT 109, SAN SALVADOR DEL TULE GRANT, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 10, PAGES 58-60, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1876165, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

FINAL ENGINEERING REPORT FOR RANCHOS LOS PAPALOTES SUBDIVISION No. 2:
BY: CALVIN C. CHAPMAN, P.E.
WATER SUPPLY: Description and Costs.

The Engineer has prepared a groundwater availability study, which complies with 30 TAC 230.1 through 230.11 for individual water supply wells on individual lots. The Engineer has provided sufficient documentation through said study to establish the long term (30 years) quantity and quality of the available groundwater supplies to serve the full development of this subdivision. The water quality of the water produced from the test will meet the standards of water quality required for community water systems as set forth in 30 TAC 290.104, 290.106, 290.108 and 290.109 wit treatment by an identified and commercially available water treatment system. The commercial water treatment system to be used is as follows:

CTFC400 REVERSE OSMOSIS WATERRIGHT UNIT
PRESS TANK HYDROPRO 32 GAL.

Individual private water wells will be installed for each lot (does not include pumps and commercial water treatment system) at a cost of $ 1,645.95 Per lot for a total cost of $ 72,472.00. The Developer is providing adequate financial guarantees of performance in the form of a personal check representing a "cash deposit" to be held by the County of Hidalgo in escrow in the amount of $ 46,378.00 or $ 1054.00 per lot, to cover the cost to install the commercial water treatment system and pump, which has been identified by the Engineer as a suitable form of water treatment to comply with said state standards.

Each proposed tract has more than the required area for each standard, nonstandard or proprietary OSSF listed in 30 Texas Administrative Code (TAC) 285.90-285-91, Table X. This takes into consideration the land commited to a structure and driveways, land of greater slope not well-suited for drip or spray irrigation (not the case on any of the Ranchos Los Papalotes Subdivision No. 2 property), and the 50-foot separation distance of septic components from a pressure cemented drinking water well.

CERTIFICATION:

BY MY SIGNATURE BELOW, I CERTIFY THAT THE WATER WELLS AND PUMPS FACILITIES DESCRIBED ABOVE ARE IN COMPLIANCE WITH THE MODEL RULES ADOPTED UNDER SECTION 16.343, WATER CODE.
I CERTIFY THAT THE COSTS TO INSTALL THE WATER WELLS AND PUMPS FACILITIES, DISCUSSED ABOVE, ARE AS FOLLOWS:

WATER FACILITIES: THESE FACILITIES INSTALLATION COST OF WATER WELLS AND PUMPS WERE AT A COST OF $ 118,800.00 WHICH EQUALES TO $2,700.00 PER LOT.



CALVIN C. CHAPMAN
P.E. 78006

PROVISION DE AGUA: Descripcion y Gastos.

El Ingeniero a preparado un reporte de agua subterranea que acatar los reglamentos de 30 TAC 230.1 through 230.11 para los individoles norias de agua en cada lote. El Ingeniero ha entregado suficiente informacion para proveer agua subterranea suficiente para toda la subdivision por un periodo de 30 anos en calidad y cantidad. La calidad de la agua subterranea que producia el examen es suficiente en el grado requerido por la comunidad de sitemas de agua en 30 TAC 290.104, 290.106, 290.108 and 290.109. El sistema de filtracion de aqua esta inscrito como:

CTFC400 REVERSE OSMOSIS WATERRIGHT UNIT
PRESS TANK HYDROPRO 32 GAL.

Las norias de agua subterranea privadas seran installadas en cada lote a un costo de US$ 1,645.95 por lote o un costo total de US$ 72,422.00. El urbanizador proporcionara una garantia financieras adecuadas con desempeño en forma de un cheque personal representando un "deposito en efectivo" obtenido por el condado de hidalgo en la cantidad de US$ 46,378.00 o US$ 1,954.00 por lote, para el costo de instalar el sistema de filtracion de agua que se aprobo por el Ingeniero. El sistema de filtracion de agua satisface los requisitos modelos del estado.

Cada propuesto lote tiene la region requisito que satisface el modelo, falta de modelo o propietario fosas septicas (OSSF) insertas en 30 Texas Administrative Code (TAC) 285.90-285-91, Tablero X. Esto toma en consideracion la region cometida donde estara la estructura y camino de entrado, region de inclinacion que no es apropiado para irrigacion raciada (en el caso de los Ranchos Los Papalotes Subdivision No. 2), y 50 pies de separacion de las fosas septicas con los norias subterraneas echas o bajo cementos de presion.

CERTIFICACION

CON MI FIRMA, CERTIFICO QUE LA NORIA DE AGUA Y POMPAS SISTEMAS DESCRITOS EN ESTE DOCUMENTO, CUMPLEN CON LAS MODEL SUBDIVISION RULES (LAS REGLAS GOBERNANDO A LAS SUBDIVISIONES), ADOPTADAS EN LA SECCION 16.343 DEL TEXAS WATER CODE. (CODIGO DE AGUA DE TEXAS).

CERTIFICO QUE LOS GASTOS PARA INSTALAR LA NORIA DE AGUA Y POMPAS SISTEMAS DE AGUA :

AGUA: EL SISTEMA/SERVICIO SERA INSTALADO Y COMPLETAMENTE CONSTRUIDO LOS NORIAS DE AGUA Y POPAS A COSTO DE $ 118,800.00 LO CUAL EQUIVALE A $ 2,700.00 POR LOTE.



CALVIN C. CHAPMAN
P.E. 78006

COST ESTIMATE

PAVING IMPROVEMENTS:	$ 182,050.00
DRAINAGE IMPROVEMENTS:	$ 25,400.00
WATER WELL SYSTEM:	$ 118,800.00
OSSF:	$ 44,000.00

REVISION NOTES

No.	Sheet	REVISION	Date	Approved

SUBDIVIDER CERTIFICATION

I.- BY COMPLETING THE IMPROVEMENTS DESCRIBED ON THE PLAT, SUBDIVIDER WILL COMPLY WITH MINIMUM STATE STANDARDS AND THAT (a) WATER QUALITY AND CONNECTIONS INCLUDING WATER METERS TO THE LOTS MEET SUCH STANDARDS AND (b) SEWER CONNECTIONS TO THE LOTS, OR SEPTIC TANKS MEET OR WILL MEET SUCH STANDARDS AND WILL BE BY STATE AND COUNTY REGULATIONS.

SUBDIVIDER STATEMENT:

I.- I (WE), MARTIN ALMAZAN SUBDIVIDERS OF RANCHOS LOS PAPALOTES SUBDIVISION No. 2 HEREBY CERTIFY SEWER PERMITS FROM HIDALGO HEALTH DEPARTMENT ARE REQUIRED PRIOR TO BUILDING ON ANY LOT; THAT ANY ADEQUATE DRINKING WATER SOURCE IS IMMEDIATELY AVAILABLE TO EACH LOT OF THE TYPE, QUALITY & QUANTITY TO ENABLE EACH PERSON PURCHASING A LOT HAVE ADEQUATE WATER TO COMPLY WITH THE REGULATIONS AND THE LAWS TO THE STATE AS REQUIRED BY STATE AND COUNTY REGULATIONS.

MARTIN ALMAZAN
2621 S. GARDENIA
PHARR, TEXAS 78577

01-29-09
DATE

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, the undersigned notary public, on this day personally appeared MARTIN ALMAZAN 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 she executed the same for the purposed and consideration thereby expressed.

Given under my hand and seal of office this 29th day of JANUARY, 2009

LUIA A. QUINTANILLA
Notary Public, State of Texas
My Commission Expires
July 23, 2012

LUIA A. QUINTANILLA— NOTARY PUBLIC

FINAL ENGINEERING REPORT FOR RANCHOS LOS PAPALOTES SUBDIVISION No. 2:
BY: EULALIO RAMIREZ, P.E.
SEWAGE FACILITIES: Description and Costs.

SEWAGE FROM RANCHOS LOS PAPALOTES SUBDIVION No. 2, WILL BE TREATED BY INDIVIDUAL ON-SITE SEWAGE FACILITIES ("OSSF") CONSISTING OF A STANDARD DESIGN DUAL COMPARTMENT SEPTIC TANK AND A DRAINFIELD ON EACH LOT. THE UNDERSIGNED PROFESSIONAL ENGINEER HAS EVALUATED THE SUITABILITY OF THE SUBDIVISION SITE FOR OSSF AND SUBMITTED A REPORT CONCLUDING THAT THE SITE IS SUITABLE FOR OSSF. THE REPORT WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT. HIGHLIGHTS OF THE REPORT ARE AS FOLLOWS:

EACH LOT IN THE SUBDIVISION IS AT LEAST ONE (1) ACRE IN SIZE. THE U.S.D.A. SOIL CONSERVATION SERVICE SOIL SURVEY BOOK INDICATES A FINE SANDY LOAM AND SANDY CLAY LOAM, AND (8) TEST BORINGS WERE MADE AT OPPOSITE AREAS OF THE SUBDIVISION – THE CENTERS OF LOTS 1, 8, 12, 18, 24, 32 AND 44 (ADDITIONAL BORINGS WERE UNNECESSARY BECAUSE THE SOILS ARE VERY UNIFORM WITHIN THIS LIMITED AREA). THE SOIL IS A UNIFORM SANDY CLAY LOAM EXTENDING MORE THAN 24 INCHES BELOW THE BOTTOM OF ANY PROPOSED EXCAVATIONS. THERE IS NO INDICATION OF GROUND WATER OR A RESTRICTIVE LAYER WITHIN 24 INCHES OF THE BOTTOM OF THE PROPOSED EXCAVATIONS.

THE ESTIMATED COST TO INSTALL A SEPTIC SYSTEM ON AN INDIVIDUAL LOT IS $ 1,000.00 FOR A TOTAL COST OF $ 44,000.00 INCLUDING THE COSTS FOR THE REQUIRED PERMIT AND LICENSE. NO OSSF HAVE BEEN INSTALLED AS OF THE TIME OF APPLICATION FOR FINAL PLAT APPROVAL. THE SUBDIVIDER HAS POSTED A CASH DEPOSIT WITH THE FILING OF THIS FINAL PLAT WITH HIDALGO COUNTY TO COVER THE TOTAL SEPTIC SYSTEM COST OF $ 44,000.00. THE SUBDIVIDER WILL INCLUDE THE COST OF A SEPTIC TANK SYSTEM (OSSF) IN THE SALE PRICE OF THE LOT.

AT ANY TIME AFTER THE LOT IS SOLD, THE PURCHASER MAY INITIATE INSTALLATION OF A SEPTIC TANK SYSTEM (OSSF) BY WRITING OR CALLING THE SUBDIVIDER AND THEN FILING WITH THE HIDALGO COUNTY HEALTH DEPARTMENT AN APPLICATION FOR A PERMIT TO CONSTRUCT A SEPTIC TANK SYSTEM (OSSF). IF ON A LOT BELONGING TO THE SUBDIVIDER NO SEPTIC TANK SYSTEM (OSSF) HAS BEEN INSTALLED AS OF OCTOBER 3, 2009, THEN THE SUBDIVIDER SHALL RENEW HIS/HER LETTER OF CREDIT WITH THE COUNTY, IF HE/SHE CHOOSES NOT TO RENEW THE CASH DEPOSIT, THEN HE/SHE MUST OBTAIN THE PROPER PERMITS AND INSTALL ALL SEPTIC TANK SYSTEM BY OCTOBER 3, 2010. IF THE DEVELOPER FAILS TO RENEW HIS/HER CASH DEPOSIT OR INSTALL ALL SEPTIC TANKS BY THE AFOREMENTIONED DATES, THEN THE COUNTY IN ACCORDANCE WITH THE EXECUTED SUBDIVIDER CONSTRUCTION AGREEMENT WILL INITIATE THE DRAW DOWN OF THE CASH DEPOSIT TO INSTALL THE REMAINING SYSTEMS. IF ON A LOT BELONGING TO SOMEONE OTHER THAN THE SUBDIVIDER NO SEPTIC TANK SYSTEM (OSSF) HAS BEEN INSTALLED AS OF OCTOBER 3, 2009, THEN THE SUBDIVIDER WILL FIRST REMIND THE LOT OWNER OF THE AVAILABILITY OF THE SEPTIC TANK SYSTEM (OSSF). UNLESS THE LOT OWNER THEN PROMPTLY INITIATES THE INSTALLATION OF THE SEPTIC TANK SYSTEM (OSSF) BY NOTIFYING THE SUBDIVIDER AND FILING AN APPLICATION FOR A PERMIT TO CONSTRUCT THE SYSTEM. THE SUBDIVIDER WILL EXERCISE HIS/HER RETAINED RIGHT OF ENTRY AND HIS/HER OBTAINED POWER OF ATTORNEY SO THAT HE/SHE MAY INSTALL THE SEPTIC TANK SYSTEM (OSSF), OR SUMMIT TO THE COUNTY A RENEWAL OF THE CASH DEPOSIT FOR THOSE SYSTEMS THAT HAVE NOT BEEN INSTALLED.

IN ANY EVENT THE SEPTIC TANK SYSTEM (OSSF) WILL BE INSTALLED ON THE LOT BY NOVEMBER 3, 2009 UNLESS THE SUBDIVIDER RENEWS HIS/HER LETTER OF CREDIT TO COVER THE UNINSTALLED SEPTIC TANK SYSTEMS FOR AN ADDITIONAL TIME AS APPROVED BY THE COUNTY OF HIDALGO. SEPTIC TANK SYSTEMS SHALL BE INSTALLED ON THE LOT PRIOR TO THE COUNTY ISSUING A FINAL LIGHT AND WATER CLEARANCE.

CERTIFICATION:

BY MY SIGNATURE BELOW, I CERTIFY THAT THE SEWAGE SERVICE FACILITIES DESCRIBED ABOVE ARE IN COMPLIANCE WITH THE MODEL RULES ADOPTED UNDER SECTION 16.343, WATER CODE.
I CERTIFY THAT THE ESTIMATED COSTS TO INSTALL UNCONSTRICTED ON-SITE SEWAGE FACILITIES, DISCUSSED ABOVE, ARE AS FOLLOWS:

SEWAGE FACILITIES: SEPTIC SYSTEMS ARE ESTIMATED TO COST $1,000.00 PER LOT (ALL INCLUSIVE), FOR A TOTAL OF $44,000.00 FOR THE ENTIRE SUBDIVISION ON CASH DEPOSIT.



EULALIO RAMIREZ
P.E. 77062

1-29-09
DATE

SERVICIO DE DRENAJE: Descripcion y Costos.

EL DRENAJE DE RANCHOS LOS PAPALOTES SUBDIVISION No. 2, TENDRA FOSAS SEPTICAS INDIVIDUALES (OSSF) CONSISTIENDO EN UN DISEÑO NORMAL, CON DOBLE COMPARTIMENTO DE FOSA SEPTICA (OSSF) Y UN CAMPO DE DRENAJE EN CADA SOLAR. EL INGENIERO (QUE ABAJO FIRMA) HA INSPECCIONADO, EVALUADO Y REPORTADO QUE LA UBICACION DE LA SUBDIVISION ES CONVENIENTE PARA FOSAS SEPTICAS (OSSF), EL REPORTE FUE EXAMINADO Y APROBADO POR EL DEPARTAMENTO DE SALUD DEL CONDADO DE HIDALGO.

CADA SOLAR EN LA SUBDIVISION SERA DE AL MENOS DE MEDIA (1/2) ACRE DE TAMAÑO. EL LIBRO DE SERVICIOS Y CONSERVACION DEL SUELO DEL DEPARTAMENTO DE AGRICULTURA DE LOS ESTADOS UNIDOS (USDA) INDICA UNA MEZCLA DE BARRO ARENOSO. SE REALIZARON (8) PRUEBAS CON AGUJEROS EN EL CENTRO DE LOS LOTES 1, 8, 12, 18, 24, 32, Y 44 (PRUEBAS ADICIONALES NO FUERON NECESARIAS PORQUE EL SUELO ES MUY UNIFORME DENTRO DEL AREA DELIMITADA). EL SUELO ES UNIFORME, DE BARRO ARENOSO EXTENDIDO A MAS DE 24 PULGADAS BAJO EL FONDO DE CUALQUIER EXCAVACION. NO HAY PRESENCIA DE AGUA SUBTERRANEA BAJO LA CAPA DE 24 PULGADAS DE FONDO DE LAS EXCAVACIONES.

EL COSTO ESTIMADO PARA LA INSTALACION DE UN SISTEMA INDIVIDUAL DE FOSAS SEPTICAS POR SOLAR SON US$ 1,000.00 DOLARES, INCLUYENDO EL COSTO DEL PERMISO REQUERIDO Y LICENCIA. EN ESTOS MOMENTOS NINGUNA FOSA SEPTICA HA SIDO INSTALADA EN EL PROCESO DE LA APROBACION FINAL. EL DUEÑO SOMETERA UNA CHEQUE DE DEPOSITO JUNTO CON EL PLANO ORIGINAL AL CONDADO DE HIDALGO PARA CUBRIR EL COSTO TOTAL DE US$ 44,000.00 PARA LA INSTALACION DE TODAS LAS FOSAS SEPTICAS. EL DUEÑO DE LA SUBDIVISION INCLUIRA EL COSTO DE UN SISTEMA DE FOSAS SEPTICAS EN LA VENTA DEL SOLAR. A CUALQUIER MOMENTO QUE EL SOLAR HA SIDO VENDIDO, EL COMPRADOR PUEDE INICIAR LA INSTALACION DE LA FOSA SEPTICA AVISANDO AL DUEÑO POR MEDIO DE UNA CARTA O UNA LLAMADA Y SOLICITADO EL PERMISO DE INSTALACION DEL SISTEMA DE FOSAS SEPTICAS CON EL DEPARTAMENTO DE SALUDO DEL CONDADO DE HIDALGO. SI EN UN SOLAR PERTENECIENTE AL DUEÑO DE LA SUBDIVISION NINGUNA FOSA SEPTICA HA SIDO INSTALADA A PARTIR DEL OCTUBRE 3, 2010, ENTONCES EL SUBDIVIDOR DEBE DE RENOVAR SU CHEQUE DE DEPOSITO CON EL CONDADO DE HIDALGO. SI EL/ELLA DECISION EN NO RENOVAR LA CHEQUE DE DEPOSITO, ENTONCES EL/ELLA DEBEN DE OBTENER LOS PERMISOS APROPIADOS PARA INSTALAR TODAS LAS FOSAS SEPTICAS ANTES DE OCTUBRE 3, 2010. SI EL SUBDIVIDOR FALLA EN RENOVAR SU CHEQUE DE DEPOSITO O DE INSTALAR TODOS LOS SISTEMAS SEPTICOS HA LA FECHA YA INDICADA ANTERIORMENTE, ENTONCES EL CONDADO DE HIDALGO EN ACUERDO CON EL CONTRATO DE CONSTRUCCION INICIARA EL RETIRO DE FONDOS PARA LA INSTALACION DE LOS SISTEMAS PENDIENTES. SI EN UN SOLAR PERTENECIENDO HA ALGUIEN QUE SEA EL DUEÑO DE LA SUBDIVISION NINGON SISTEMA SEPTICO HA SIDO INSTALADO APARTAR DEL OCTUBRE 3, 2010 ENTONCES EL DUEÑO DE LA SUBDIVISION PRIMERO LE RECORDARA AL DUEÑO DEL SOLAR LA DISPONIBILIDAD DEL SISTEMA SEPTICO. AL MENOS QUE EL DUEÑO DEL SOLAR HA INDICADO LA INSTALACION DEL SISTEMA SEPTICO NOTIFICANDO AL DUEÑO DE LA SUBDIVISION Y SOLICITANDO LA APLICACION PARA LA INSTALACION DEL SISTEMA, EL DUEÑO DE LA SUBDIVISION EJERCERA SU DERECHO DE ENTRADA POR MEDIO E UNA CARTA DE PODER PARA QUE EL/ELLA PUEDA INSTALAR EL SISTEMA SEPTICO O EL RENOVAR DE LA CHEQUE DE DEPOSITO PARA ESOS SISTEMAS SEPTICOS QUE A UN NO HAN SIDO INSTALADOS.

DE CUALQUIER MANERA, LOS SISTEMAS SEPTICOS SERAN ENTALLADOS PARA NOVIEMBRE 3, 2009. AL MENOS QUE EL DUEÑO DE LA SUBDIVISIÓN RENUEVE SU CARTA DE CREDITO PARA CUBRIR LOS SISTEMAS QUE NO SE HAN INSTALADO PARA UN TIEMPO ADICIONAL APROBADO POR EL CONDADO DE HIDALGO, LAS FOSAS SEPTICAS TENDRAN QUE ESTAR INSTALADAS ANTES QUE EL CONDADO DE HIDALGO PUEDA APROBAR LA AUTORIZACION DE LUZ Y AGUA.

CERTIFICACION

CON MI FIRMA, CERTIFICO QUE LOS SISTEMA DE DRENAJE, DESCRITOS EN ESTE DOCUMENTO, CUMPLEN CON LAS MODEL SUBDIVISION RULES (LAS REGLAS GOBERNANDO A LAS SUBDIVISIONES), ADOPTADAS EN LA SECCION 16.343 DEL TEXAS WATER CODE (CODIGO DE AGUA DE TEXAS).

DRENAJE: SE ESTIMA QUE LAS FOSAS SEPTICAS (OSSF) COSTARAN US$1,000.00 POR LOTE (TODO INCLUSO) A UN COSTO TOTAL DE US$ 44,000.00 PARA TODA LA SUBDIVISION EN CHEQUE DE DEPOSITO.



EULALIO RAMIREZ
P.E. 77062

1-29-09
DATE

TEXAS WATER DEVELOPMENT BOARD

James E. Herring, *Chairman*
Lewis H. McMahan, *Member*
Edward G. Vaughan, *Member*

J. Kevin Ward
Executive Administrator

Jack Hunt, *Vice Chairman*
Thomas Weir Labatt III, *Member*
Joe M. Crutcher, *Member*

October 9, 2009

The Honorable J. D. Salinas
County Judge
County of Hidalgo
P.O. 1356
Edinburg, Texas 78539

Re: Subdivision Regulation Enforcement and Agua Special Utility District

Dear Judge Salinas:

This letter is to inform you that the Texas Water Development Board (Board) has revisited its previous request that the County suspend approvals of residential subdivisions that rely on water supply service from the Agua Special Utility District (District), formerly the La Joya Water Supply Corporation. This decision is based on information recently received from the Texas Commission on Environmental Quality (TCEQ) regarding the status of its enforcement action against the District as discussed below. The Board, therefore, suggests that the County issue a new order that rescinds its order of May 11, 2004.

On April 16, 2004, the Board sent a letter to Hidalgo County Judge Garcia stating that "absent sufficient written justification for continued reliance on water supply service from La Joya Water Supply Corporation, the TWDB respectfully requests that the County immediately suspend approvals of any additional residential subdivisions that rely on water supply from the La Joya Water Supply Corporation." On May 11, 2004 the County Commissioners Court approved an order that stated in part:

> "[A]ll new subdivider requests for preliminary plat approval or final plat approval by the County on residential subdivisions subject to the Model Subdivision Rules where the subdivider offers a water service agreement between the subdivider and the LJWSC as evidence that the subdivider has met the subdivider's obligation under the Model Subdivision Rules to provide adequate water service for the lots in the subdivision may be accompanied by a letter from authorized staff of TCEQ advising the County that, in the opinion of the agency, the LJWSC is in substantial compliance with Chapter 341, Tex. Health & Safety Code, and the Rules and Regulations for Public Water Systems and the Drinking Water Standards

> Governing Water Quality and Reporting Requirements for Public Water Systems adopted by the Texas Board of Health and other laws and rules applicable to drinking water, or a letter from authorized staff of the TWDB advising the County that the TWDB Determination has been rescinded. . . .
>
> "2. In the absence of such supporting documentation from TCEQ or TWDB, the County, based on the TWDB Determination, may not accept a water service agreement between the subdivider and the LJWSC as the basis for the subdivider's compliance with the subdivider's obligation under the Model Subdivision Rules to provide water supplies through an existing public water system and the subdivider's application for preliminary plat approval or final plat approval on the proposed residential subdivision will be denied . . . ."

At the time the Board wrote to the County, two agreed compliance orders were in effect against the District. Those orders were eventually combined and amended in *State of Texas v. La Joya Water Supply Corporation.*, No. GV 4-00991 (53rd Dist. Ct., Travis County, Tex. April 29, 2004). Negotiations between the District and TCEQ led to a Second Agreed Final Judgment and Modified Permanent Injunction, which set out specific actions the District needed to take by specific dates in order to bring its water system into compliance with state drinking water regulations. On June 26, 2009, the TCEQ conducted a compliance investigation of the District's system. That investigation determined that the District had adequately addressed the issues in the Agreed Final Judgment.

Reliance for water supply service from an entity that is in violation of statutes and rules that set standards for public drinking water is contrary to the Model Subdivision Rules. The Board's recommendation that the County implement a moratorium was based on the District's violations as outlined in the Agreed Final Judgment. Now that the District has addressed the violations to the satisfaction of TCEQ, there appears to be no further concern that approvals of residential subdivisions that rely on water supply from the District fail to meet the standards in the Model Subdivision Rules. The TCEQ is the agency expressly authorized to enforce standards for public water supplies, and the TCEQ's determination in this case resolves any concerns of the Board.

The Board therefore recommends that the County adopt and provide to the Board an order of the Hidalgo County Commissioners Court in which the County rescinds its order of May 11, 2004. and determines that the County, in the future, may rely on a subdivider's proposed use of a water service agreement with the Agua Special Utility District as the basis for the subdivider's compliance with the subdivider's obligation under the Model Subdivision Rules to provide water supplies through an existing public water supply system.

The Board appreciates the County's diligence in its enforcement of the Model Subdivision Rules during this period. And the Board looks forward to working with the County in the future to ensure that the people of Hidalgo County receive adequate water and wastewater services.

Sincerely,

J. Kevin Ward
Executive Administrator

cc: The Honorable Norberto Salinas, Mayor, City of Mission
Mr. Raul Sesin, Planning Administrator, Hidalgo County via Fax (956) 318-2844
Mr. Efren Garza, President, Agua Special Utility District
Mr. Frank Flores, General Manager, Agua Special Utility District
Mr. David Mendez, Bickerstaff, Heath, Delgado & Acosta via Fax (512)(320-5638
Mr. Douglas E. Holcomb, P.E., Water Supply Division, Texas Commission on Environmental Quality

ORDER REGARDING ACCEPTABILITY OF WATER SUPPLY AGREEMENTS WITH LA JOYA WATER SUPPLY CORPORATION TO MEET CERTAIN MODEL SUBDIVISION RULE REQUIREMENTS WITH REGARD TO WATER SUPPLIES IN CERTAIN RESIDENTIAL SUBDIVISIONS

WHEREAS, the County of Hidalgo, Texas ("County") adopted the Texas Water Development Board ("TWDB") model subdivision rules ("Model Subdivision Rules") governing the regulation of water and wastewater services provided in certain new residential subdivisions as a condition to political subdivisions in the County being eligible for financial assistance available under the Economically Distressed Areas Program ("EDAP") for construction, acquisition, or improvements to water supply and wastewater collection and treatment facilities, which Model Subdivision Rules are codified as Title M of the Hidalgo County Subdivision Rules, as amended and restated July 5, 2000, effective July 19, 2000; and

WHEREAS, the County is also required to adopt and enforce the Model Subdivision Rules by Section 232.030 (b), Texas Local Government Code; and

WHEREAS, under the Model Subdivision Rules, the County may not approve a final plat for a residential subdivision subject to the Model Subdivision Rules unless the subdivider has constructed adequate water and wastewater facilities for each lot in the subdivision in the manner provided in the Model Subdivision Rules, or in lieu thereof, that the subdivider has provided the County an acceptable construction agreement backed by an adequate financial guarantee which permits the County to construct the water and wastewater facilities in the event the subdivider fails to provide them; and

WHEREAS, Section 16.343, Texas Water Code ("Code") imposes a statutory obligation on the TWDB to insure that the County is enforcing the Model Subdivision Rules; and

WHEREAS, the TWDB, by letter dated April 16, 2004, notified the County that the Texas Commission on Environmental Quality ("TCEQ") claims that the La Joya Water Supply Corporation ("LJWSC") is violating the terms of two agreed orders applicable to the LJWSC in that LJWSC apparently has not achieved compliance with certain statutory provisions establishing sanitary standards for the supply of drinking water codified in Chapter 341, Subchapter C, Texas Health & Safety Code, and the TCEQ rules establishing water hygiene standards for public drinking water systems adopted in Title 30, Chapter 290, of the Texas Administrative Code ("Continuing Violations"); and

WHEREAS, the TWDB, by letter dated April 26, 2004, also notified the County that based on the Continuing Violations, that the TWDB has determined that a subdivider's request to approve a new residential subdivision that relies on water service from the LJWSC does not meet the requirements of the Model Subdivision Rules pertaining to the availability of a water supply to the residential subdivision meeting the standards for water supply under the Model Subdivision Rules and the Texas water Code because the subdivider has failed to *"assure that adequate drinking water is available to the residential area in accordance with Chapter 341, Texas Health & Safety Code, and the Rules and Regulations for Public Water Systems and the Drinking Water Standards*

Governing Water Quality and Reporting Requirements for Public Water Supply Systems adopted by the Texas Board of Health and other law and regulations applicable to drinking water (Section 16.343(b)(1), Texas Water Code)" (the "TWDB Determination"); and

WHEREAS, TWDB, in its April 26, 2004, letter, supports the TWDB Determination by reference to: (i) Agreed Order, Docket No. 96-1274-PWS-E, In the Matter of An Enforcement Action Concerning La Joya Water Supply Corporation PWS No. 1080022, CCN No. 1059; (ii) Agreed Order, Docket No. 2001-0573-PWS-E, In the Matter of An Enforcement Action Concerning La Joya Water Supply Corporation Public Water Supply ID No. 1080022; and (iii) TCEQ Investigation Report dated July 22, 2003, to July 23, 2003 (the "Supporting Documentation"); and

WHEREAS, TWDB, on April 30, 2004, provided the County a copy of an Agreed Final Judgment and Permanent Injunction, entered on April 29, 2004, in Cause Number GV-400991, State of Texas, Plaintiff v. La Joya Water Supply Corp., Defendant, In the District Court, Travis County, Texas, 53rd Judicial District, as further support for the TWDB Determination; and

WHEREAS, Section 3.5 (b), Title M, of the Hidalgo County Subdivision Rules, provides that the County must refuse to approve a plat if it does not meet the requirements prescribed by or under the Model Subdivision Rules; and

WHEREAS, TWDB, in light of the Continuing Violations, the TWDB determination, and the Supporting Documentation, has requested that the County suspend approval of new residential subdivision plats in the County where the subdivider proposes to meet the subdivider's obligation to insure that adequate water and wastewater facilities are available to the lots in the subdivision through the subdivider entering into an agreement for water service with the LJWSC; and

WHEREAS, in lieu of the County, based on the TWDB Determination, simply suspending its approval of new residential subdivision plats in the County where the subdivider proposes to enter into an agreement for water service with the LJWSC, the Hidalgo County Commissioners Court, acting pursuant to its authority under Section 3.3, Title M, of the Hidalgo County Subdivision Rules, has determined that it is in the best interest of County subdividers and County residents for the County, prior to the County denying a subdivider's request for approval of a residential subdivision plat based on a water service agreement with the LJWSC, to allow a subdivider the opportunity to present the County additional information in the form of a letter obtained by the subdivider from TCEQ and/or TWDB.

NOW, THEREFORE, the Hidalgo County Commissioners Court, based on the facts stated in the foregoing recitals, herby adopts the following Order:

1. In view of the TWDB Determination, effective immediately, all new subdivider requests for preliminary plat approval or final plat approval by the County on residential subdivisions subject to the Model Subdivision Rules where the subdivider offers a water service agreement between the subdivider and the LJWSC as evidence that the subdivider has met the subdivider's obligation under the Model Subdivision Rules to provide adequate water service for the lots in the subdivision may be accompanied by a letter from authorized staff of TCEQ advising the County that, in the opinion of the agency, the LJWSC is in substantial compliance with Chapter 341, Texas Health and

Safety Code, and the Rules and Regulations for Public Water Systems and the Drinking Water Standards Governing Water Quality and Reporting Requirements for Public Water Supply Systems adopted by the Texas Board of Health and other laws and rules applicable to drinking water, or a letter from authorized staff of TWDB advising the County that the TWDB Determination has been rescinded. If such supporting documentation is provided, the County may rely on the subdivider's proposed use of a water service agreement with the LJWSC as the basis for the subdivider's compliance with the subdivider's obligation under the Model Subdivision Rules to provide water supplies through an existing public water system.

2. In the absence of such supporting documentation from TCEQ or TWDB, the County, based on the TWDB Determination, may not accept a water service agreement between the subdivider and the LJWSC as the basis for the subdivider's compliance with the subdivider's obligation under the Model Subdivision Rules to provide water supplies through an existing public water system, and the subdivider's application for preliminary plat approval or final plat approval on the proposed residential subdivision will be denied, unless the subdivider, in lieu of the water service agreement with the LJWSC, elects to provide assurances of adequate water supplies in any other manner authorized under the Model Subdivision Rules, such as by the subdivider electing to construct water and wastewater facilities which insure an adequate water supply prior to final plat approval which meet the requirements of the Model Subdivision Rules, or the subdivider providing the County with a construction agreement backed by an adequate financial guarantee that permits the County to construct the water facilities which insure an adequate water supply in the event that the subdivider fails to do so.

Adopted by the Hidalgo County Commissioners Court on May 11, 2004.

Ramon Garcia, County Judge

ORDER RESCINDING ORDER REGARDING ACCEPTABILITY
OF WATER SUPPLY AGREEMENTS WITH LA JOYA WATER SUPPLY
CORPORATION TO MEET CERTAIN MODEL SUBDIVISION
RULE REQUIREMENTS WITH REGARD TO WATER
SUPPLIES IN CERTAIN RESIDENTIAL SUBDIVISIONS

WHEREAS, the County of Hidalgo, Texas ("County") adopted the Texas Water Development Board ("TWDB") model subdivision rules ("Model Subdivision Rule") governing the regulation of water and wastewater services provided in certain new residential subdivisions as a condition to political subdivisions in the County being eligible for financial assistance available under the Economically Distressed Areas Program ("EDAP") for construction, acquisition, or improvements to water supply and wastewater collection and treatment facilities, which Model Subdivision Rules are codified as Title M of the Hidalgo County Subdivision Rules, as amended and restated July 5, 2000, effective July 19, 2000; and

WHEREAS, the County is also required to adopt and enforce the Model Subdivision Rules by Section 232.030 (b), Texas Local Government Code; and

WHEREAS, under the Model Subdivision Rules, the County may not approve a final plat for a residential subdivision subject to the Model Subdivision Rules unless the subdivider has constructed adequate water and wastewater facilities for each lot in the subdivision in the manner provided in the Model Subdivision Rules, or in lieu thereof, that the subdivider has provided the County an acceptable construction agreement backed by an adequate financial guarantee which permits the County to construct the water and wastewater facilities in the event the subdivider fails to provide them; and

WHEREAS, Section 16.343, Texas Water Code ("Code") imposes a statutory obligation on the TWDB to insure that the County is enforcing the Model Subdivision Rules; and

WHEREAS, the TWDB, by letter dated April 16, 2004, notified the County that the Texas Commission on Environmental Quality ("TCEQ") claims that the La Joya Water Supply Corporation ("LJWSC") is violating the terms of two agreed orders applicable to the LJWSC in that LJWSC apparently has not achieved compliance with certain statutory provisions establishing sanitary standards for the supply of drinking water codified in Chapter 341, Subchapter C, Texas Health & Safety Code, and the TCEQ rules establishing water hygiene standards for public drinking water systems adopted in Title 30, Chapter 290, of the Texas Administrative Code ("Continuing Violation"); and

WHEREAS, the TWDB, by letter dated April 26, 2004, also notified the County that based on the Continuing Violations, that the TWDB has determined that a subdivider's request to approve a new residential subdivision that relies on water service from the LJWSC does not meet the requirements of the Model Subdivision Rules pertaining to the availability of a water supply to the residential subdivision meeting the

standards for water supply under the Model Subdivision Rules and the Texas water Code because the subdivider has failed to *"assure that adequate drinking water is available to the residential area in accordance with Chapter 341, Texas Health & Safety Code, and the Rules and Regulations for Public Water Systems and the Drinking Water Standards Governing Water Quality and Reporting Requirements for Public Water Supply Systems adopted by the Texas Board of Health and other law and regulations applicable to drinking water (Section 16.343(b)(1), Texas Water Code)"* (the "TWDB Determination"); and

WHEREAS, TWDB, in its April 26, 2004, letter, supports the TWDB Determination by reference to: (I) Agreed Order, Docket No. 96-1274-PWS-E, In the Matter of An Enforcement Action Concerning La Joya Water Supply Corporation PWS No. 1080022, CCN No. 1059; (ii) Agreed Order, Docket No. 2001 -0573-PWS-E, In the Matter of An Enforcement Action Concerning La Joya Water Supply Corporation Public Water Supply ID No. 1080022; and (iii) TCEQ Investigation Report dated July 22, 2003, to July 23, 2003 (the "Supporting Documentation"); and

WHEREAS, TWDB, on April 30, 2004, provided the County a copy of an Agreed Final Judgment and Permanent Injunction, entered on April 29, 2004, in Cause Number GV-400991, State of Texas, Plaintiff v. La Joya Water Supply Corp., Defendant, In the District Court, Travis County, Texas, 53rd Judicial District, as further support for the TWOS Determination; and

WHEREAS, Section 3.5 (b), Title M, of the Hidalgo County Subdivision Rules, provides that the County must refuse to approve a plat if it does not meet the requirements prescribed by or under the Model Subdivision Rules; and

WHEREAS, TWDB, in light of the Continuing Violations, the TWDB determination and the Supporting Documentation, has requested that the County suspend approval of new residential subdivision plats in the County where the subdivider proposes to meet the subdivider's obligation to insure that adequate water and wastewater facilities are available to the lots in the subdivision through the subdivider entering into an agreement for water service with the LJWSC; and

WHEREAS, in lieu of the County, based on the TWDB Determination, simply suspending its approval of new residential subdivision plats in the County where the subdivider proposes to enter into an agreement for water service with the LJWSC, the Hidalgo County Commissioners Court, acting pursuant to its authority under Section 3.3, Title M, of the Hidalgo County Subdivision Rules, has determined that it is in the best interest of County subdividers and County residents for the County, prior to the County denying a subdivider's request for approval of a residential subdivision plat based on a water service agreement with the LJWSC, to allow a subdivider the opportunity to present the County additional information in the form of a letter obtained by the subdivider from TCEQ and/or TWDB.

WHEREAS, Hidalgo County received a letter from TWDB dated October 9, 2009 requesting County to cease to enforce the Order of Hidalgo County Commissioners Court concerning La Joya Water Supply Corporation dated May 11, 2004.

NOW, THEREFORE, the Hidalgo County Commissioners Court, based on the facts stated in the foregoing recitals, hereby rescinds and will cease to enforce the Order titled Order Regarding Acceptability Of Water Supply Agreements With La Joya Water Supply Corporation To Meet Certain Model Subdivision Rule Requirements With Regard To Water Supplies In Certain Residential Subdivisions dated May 11, 2004 on and after October 9, 2009.

PASSED, APPROVED AND ORDERED by the Hidalgo County Commissioners Court on this __ day of _____, 2009.

_____
J.D. Salinas, III, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

AI-18342 **18.A.**

TDRA - Hurricane Disaster Recovery Funds

CC REGULAR

Date: 11/03/2009
Submitted By: Sergio Cruz, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Category: Urban County

Information

CAPTION

TxCDBG Disaster Recovery Grant (AI #18347):
Approval to create the following positions for the TxCDBG Disaster Recovery Grant (employment will not commence until grant award is received, accepted and approved by Commissioners Court):

Slot No.	Proposed Position Title	Proposed Budgeted Salary
0001	Coordinator	$ 43,741.95
0002	Coordinator	$ 43,741.95
0003	Inspector	$ 34,360.00
0004	Intake Clerk	$ 24,324.00

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1288-463-00-250-xxx-0-xxx
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Funding in the amount of $257,500.00 to be allocated, pending Award of TxCDBG Disaster Recovery Grant.

Attachments

Link: Fiscal Note
Link: job description
Link: memo
Link: PAR'S

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Sergio Cruz (Originator)	Sergio Cruz	10/30/2009 03:52 PM	APRV
2	Budget & Management	Erika Zamora	10/30/2009 03:59 PM	APRV
3	Sylvia Solis	Sylvia Solis	10/30/2009 04:03 PM	APRV
4	Auditor's Office		10/30/2009 04:23 PM	NEW

Form Started By: Sergio Cruz

Started On: 10/30/2009 01:11 PM

Final Approval Date: 10/30/2009

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.

Agenda Item: 18342

Re -Agenda Item: 18347

To: Commissioner' Court

From: Raul Silguero Jr., Budget Officer

CC Date: Tuesday, November 03, 2009

Summary of request/proposal:

Urban County is requesting approval to create two (2) regular full-time Coordinator position, slot no.'s 0001 and 0002, budgeted salary $43,741.95 each, one (1) regular full-time Inspector position, slot no. 0003, budgeted salary $34,360.00 and one (1) regular full-time Intake Clerk position, budgeted salary $24,324.00.

Fund	Position	Slot#	Obj	Current Budgeted Salary	Adjustment Requested	Total Requested
1288	Coordinator	0001	113	0.00	43,741.95	43,741.95
1288	Coordinator	0002	113	0.00	43,741.95	43,741.95
1288	Inspector	0003	113	0.00	34,360.00	34,360.00
1288	Intake Clerk	0004	113	0.00	24,324.00	24,324.00
				0.00	146,167.90	146,167.90

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
9-1288-463-00-250-XXX-0- 113	TX-CDBG 2008 SUPP. - TEMP P/T EMPLOYEES	$21,841.18
9-1288-463-00-250-XXX-0- 211	TX-CDBG 2008 SUPP. - HEALTH INSURANCE	$2,488.84
9-1288-463-00-250-XXX-0- 212	TX-CDBG 2008 SUPP. - LIFE INSURANCE	$16.12
9-1288-463-00-250-XXX-0- 220	TX-CDBG 2008 SUPP. - FICA	$1,670.85
9-1288-463-00-250-XXX-0- 230	TX-CDBG 2008 SUPP. - RETIREMENT	$1,970.07
9-1288-463-00-250-XXX-0- 250	TX-CDBG 2008 SUPP. - UNEMPLOYMENT COMP	$109.21
9-1288-463-00-250-XXX-0- 260	TX-CDBG 2008 SUPP. - WORKER'S COMP	$0.00
	2009 Budgetary Impact	$28,096.27

2010 Budgetary Impact: $175,748.26

Possible Funding Sources:

Funding contingent upon $257,500.00 allocated from pending Award of TxCDBG Disaster Recovery Grant.

Budget Office Recommendation:

HIDALGO COUNTY
URBAN COUNTY PROGRAM

Job Title:	Coordinator	FLSA Status:	Non-Exempt
Department:	Urban County Program	Civil Service Status:	Exempt

JOB SUMMARY

This job is a technical position which will entail knowledge of HUD Texas Community Development Block Grant (TXCDBG) rules and regulations as well as Urban County Program policies and procedures, both written and as practiced. The job will require cooperation and tact in dealing with Municipal and County representatives regarding funds and expenditures. Travel to project job sites to ensure project compliance. The job will entail the review and approval of contract compliance documents and project eligibility. Coordinators will also provide technical assistance to requesting party on issues concerning program rules and regulations. Will require ability to review project documentation of all phases of project selection, progress and completion reports.

ESSENTIAL DUTIES AND RESPONSIBILITIES

Responsible for financial oversight and operating activities of TXCDBG, Municipal and County projects to ensure compliance with federal, state, and local regulations. Performs a variety of duties including reviews, appraisals, evaluations and assessments of activities. Specific duties are as follows:

- Prepare and recommend approval of project eligibility, environmental review, and citizen participation documents.
- Review project and engineer-bid process to ensure compliance.
- Chart project progress and TXCDBG program compliance.
- Report to Supervisor on regular basis of project progress and compliance.
- Provide technical assistance to Municipal and County representatives in all areas of TXCDBG program rules and regulations.
- Review and recommend project payment requests to Supervisor.
- Process amendment and other program changes as may be necessary.
- Perform other project and related duties as may be assigned.
- Ability to work well with others.
- Regular attendance is a must.
- Performs such other duties as may be assigned.

QUALIFICATION REQUIREMENTS

To perform this job successfully, an individual must be able to perform each essential duty

satisfactorily. These requirements listed below are representative of the knowledge skill, and ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- Good knowledge and experience in interpreting County, State and Federal rules and regulations.
- Good knowledge of general office procedures and practices, business English.
- Ability to work independently, objectively and exercise independent judgment.
- Skills in operating general business machines and computers. Familiar with Microsoft Office Suites.
- Ability to communicate clearly and concisely, both orally and in writing.

EDUCATION and/or EXPERIENCE

- A Bachelor's degree in Political Science, Business Administration or related field;
- Or four years experience in direct administration of Community Development Block Grant (C.D.B.G.) Program.

CERTIFICATES, LICENSES, REGISTRATIONS

- Employee must have proof of a current valid Texas Motor Vehicle Operator license and current liability insurance.
- Must be able to be insured by the County's insurance carrier.

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.

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. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is required to sit and talk or hear. The employee is required to stand; walk; use hands; handle or feel objects, tools or controls; reach with hands and arms and stoop or kneel.

The employee must occasionally lift and/or move up to twenty-five (25) pounds. Specific vision abilities required by this job include close vision, distance vision, peripheral 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 accommodations may be made to enable individuals with disabilities to perform the essential functions.

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:

- making sound decisions and using good judgement
- operating assigned equipment.

Maintain mental capacity which permits:

- making sound decisions and using good judgement
- 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 department's safety regulations.

HIDALGO COUNTY
URBAN COUNTY PROGRAM

Job Title:	Inspector	FLSA Status:	Non-Exempt
Department:	Urban County Program	Civil Service Status:	Exempt

JOB SUMMARY

This position involves the drafting of plans for the rehabilitation or reconstruction of homes. The position requires travel to the project site and documenting conditions and measurements.

ESSENTIAL DUTIES AND RESPONSIBILITIES

- Inspect homes to housing quality standard violations.
- Documentation of conditions and measurements.
- Drafting of plans for rehabilitation or reconstruction of homes.
- Coordinating plans with specifications.
- Reports to the HOME Compliance Division Manager on a regular basis communicating the progress of the Program.
- Ability to work well with others.
- Regular attendance is a must.
- Performs such other duties as may be assigned.

QUALIFICATION REQUIREMENTS

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. These requirements listed below are representative of the knowledge skill, and ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

EDUCATION and/or EXPERIENCE

- Good understanding and knowledge of CAD system.
- Good understanding and knowledge of Housing Quality Standards.
- Good understanding and knowledge of construction terminology.

CERTIFICATES, LICENSES, REGISTRATIONS

- Employee must have proof of a current valid Texas Motor Vehicle Operator license and current liability insurance.
- Must be able to be insured by the County=s insurance carrier.

OTHER SKILLS AND ABILITIES

- Knowledge of computer assisted drafting equipment.
- Employee may be assigned other duties in addition to those listed; duties may change according to the changing needs of 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. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is required to sit and talk or hear. The employee is required to stand; walk; use hands; handle or feel objects, tools or controls; reach with hands and arms and stoop or kneel.

The employee must occasionally lift and/or move up to twenty-five (25) pounds. Specific vision abilities required by this job include close vision, distance vision, peripheral 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 accommodations may be made to enable individuals with disabilities to perform the essential functions.

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:

- making sound decisions and using good judgment
- operating assigned equipment.

Maintain mental capacity, which permits:

- making sound decisions and using good judgement
- handling financial affairs effectively and honestly
- maintaining confidentiality
- demonstrating intellectual capabilities

HIDALGO COUNTY
URBAN COUNTY PROGRAM

Job Title:	Intake Clerk	FLSA Status:	Non-Exempt
Department:	Urban County Program	Civil Service Status:	Exempt

JOB SUMMARY

Performs a variety of highly responsible and complex administrative duties to support the activities of the Disaster Recovery Program. Characteristic of this position is the involvement in and assistance provided in Disaster Recovery Program operations.

ESSENTIAL DUTIES AND RESPONSIBILITIES

Employee will assist in carrying out the administrative activities of the Disaster Recovery Program by performing a variety of responsible and/or complex administrative functions.

Employee will perform public contact and administrative office management duties to relieve the Supervisor of operational detail.

- Provide technical assistance to requesting party on issues concerning the Disaster Recovery Program rules and regulations.
- Assist in carrying out the operating activities of projects to ensure compliance with federal, state, and local regulations.
- Assist in the direction and/or planning of the Disaster Recovery Program operations and coordinating work between organization units of the Urban County Program with local, state and federal agencies and private organizations.
- Assist the Manager in processing amendment and other program changes.
- Assist the Manager in preparing project eligibility, environmental review, and citizen participation documents.
- Develops, coordinates and maintains record keeping system for files and records.
- Develops, coordinates and maintains all related tasks to projects such as requests for payments, and procurement compliance.
- Report to Manager on regular basis of project progress and compliance.
- Ability to work well with others.
- Regular attendance is a must.
- Performs such other duties as may be assigned.

QUALIFICATION REQUIREMENTS

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. These requirements listed below are representative of the knowledge skill, and ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

EDUCATION and/or EXPERIENCE

- High School diploma or GED.
- Two years experience of Secretarial, Clerical experience is required.
- Certificate acquired through a technical or business school and/or experience with Federal Housing Programs is preferred.
- Good knowledge and experience in interpreting County, State and Federal rules and regulations.
- Good knowledge of general office procedures and practices, business English.

CERTIFICATES, LICENSES, REGISTRATIONS

- Employee must have proof of a current valid Texas Motor Vehicle Operator license and current liability insurance.
- Must be able to be insured by the County's insurance carrier.

OTHER SKILLS AND ABILITIES

- Ability to work independently, objectively and exercise independent judgment.
- Knowledge of Disaster Recovery Program rules and regulations.
- Skills in operating general business machines and computers. Familiar with Microsoft Office Suites.
- Ability to communicate clearly and concisely, both orally and in writing.
- Ability to establish and maintain effective relationships with co-workers and other business contacts.
- Employee may be assigned other duties in addition to those listed; duties may change according to the changing needs of 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. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is required to sit and talk or hear. The employee is required to stand; walk; use hands; handle or feel objects, tools or controls; reach with hands and arms and stoop or kneel.

The employee must occasionally lift and/or move up to twenty-five (25) pounds. Specific vision abilities required by this job include close vision, distance vision, peripheral 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 accommodations may be made to enable individuals with disabilities to perform the essential functions.

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:

- making sound decisions and using good judgement
- operating assigned equipment.

Maintain mental capacity, which permits:

- making sound decisions and using good judgement
- 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 department's safety regulations.

COUNTY OF HIDALGO
URBAN COUNTY PROGRAM

MEMORANDUM

TO: **Mr. Raul Silguero, Budget Officer**

FROM: **Ms. Diana R. Serna, Director** DRS

DATE: **September 29, 2009**

RE: **Personnel Adjustment Request Forms**

Let this memo serve as an official request to create four (4) new temporary positions as follow:

Coordinator - two (2) positions
Inspector
Intake Clerk

These positions will be funded through the additional funds that the County of Hidalgo - Urban County Program was granted and to be provided by the Texas Department of Community Affairs for the implementation of projects and improvement of housing and infrastructure projects, related to the disaster relief associated with Hurricane Dolly. Also, these positions are necessary for a two (2) year period to appropriately meet program requirements.

Thank you in advance for your attention to this request. Should you have any questions, please feel free to call me at (956) 787-8127.

Attachments - Personnel Adjustment Request Forms
- Job Descriptions
- Resolution

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: URBAN COUNTY PROGRAM (250) **DATE:** 09/22/09

CURRENT POSITION TITLE: N/A **CURRENT SLOT. #:** 0001, 0002

REQUESTED POSITION TITLE: COORDINATOR (2 POSITIONS)
(For new positions or reclassifications)

REQUEST FOR:

☐ New Position ☑ Temporary Position ☐ Position Reclassification* ☐ Other _____

*Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST:

Salary Amount: $ 0.00 (Current Budgeted Salary) $ 43,741.95 (Proposed Budgeted Salary) $ 43,741.95 (Net Change)

Position to be funded from one of the following:

☐ Current Department Budget ☐ Annual Budget Cycle ☐ Will Require Additional Funds

☑ Other GRANT (TEXAS DEPARTMENT OF COMMUNITY AFFAIRS - DISASTER RECOVERY)

POSITION Type:

Full Time Employee Object 113 ☐ Part Time Employee Object 114 ☐ $21.03

Full Time Temporary Object 121 ☑ Part Time Temporary Object 122 ☐ $ 43,741.95 (STARTING PAY RATE TO BE $34,360.00)

Enter hourly rate for temp. positions

Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

10/19/09	UNKNOWN	MON-FRI & 8 AM-5 PM	40	SUBJECT TO GRANT FUNDING
Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

CIVIL SERVICE:		FLSA:	
Exempt	☑	Exempt	☐
Non-Exempt	☐	Non-Exempt	☑
N/A	☐		

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)

ADDITIONAL $5,000,000 IN FUNDING TO BE PROVIDED BY STATE FOR THE IMPLEMENTATION OF PROJECTS RELATED TO THE DISASTER RELIEF ASSOCIATED WITH HURRICANE DOLLY, POSITIONS NECESSARY FOR A TWO (2) YEAR PERIOD TO APPROPRIATELY MEET PROGRAM REQUIREMENTS.

NEW POSITION: Brief job description and attach a copy of the new job description.

SEE ATTACHED JOB DESCRIPTION

POSITION RECLASIFICATION: Explain change and /or increase in duties and responsibility. (Attach new job description)

N/A

COMMENTS: (Any comments you wish to make regarding this request)

THESE POSITIONS MAY BE EXTENDED DUE TO EXPECTED FUNDING FROM PHASE II

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	Adam R Hinojosa DEPARTMENT HEAD	9-29-09 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☑ NO
2.	HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☐ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	DATE	BUDGET PROCEDURES COMPLETED	☐ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: URBAN COUNTY PROGRAM (250) **DATE:** 09/22/09

CURRENT POSITION TITLE: N/A **CURRENT SLOT. #:** 0003

REQUESTED POSITION TITLE: INSPECTOR
(For new positions or reclassifications)

REQUEST FOR:

☐ New Position ☑ Temporary Position ☐ Position Reclassification* ☐ Other _____

*Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST:

Salary Amount: $ 0.00 (Current Budgeted Salary) $ 34,360.00 (Proposed Budgeted Salary) $ 34,360.00 (Net Change)

Position to be funded from one of the following:

☐ Current Department Budget ☐ Annual Budget Cycle ☐ Will Require Additional Funds

☑ Other GRANT - (TEXAS DEPARTMENT OF COMMUNITY AFFAIRS - DISASTER RECOVERY)

POSITION Type:

Full Time Employee Object 113 ☐ Part Time Employee Object 114 ☐ $16.52

Full Time Temporary Object 121 ☑ Part Time Temporary Object 122 ☐ $ 34,360.00 (STARTING PAY RATE TO BE $30,688.50)

Enter hourly rate for temp. positions

Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

10/19/09	UNKNOWN	MON-FRI & 8 AM-5 PM	40	SUBJECT TO GRANT FUNDING
Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

CIVIL SERVICE:		FLSA:	
Exempt	☑	Exempt	☐
Non-Exempt	☐	Non-Exempt	☑
N/A	☐		

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)

ADDITIONAL $2,000,000 IN FUNDING TO BE PROVIDED BY STATE FOR THE IMPLEMENTATION OF IMPROVEMENT OF HOUSING PROJECTS RELATED TO THE DISASTER RELIEF ASSOCIATED WITH HURRICANE DOLLY. POSITION NECESSARY FOR A TWO (2) YEAR PERIOD TO APPROPRIATELY MEET PROGRAM REQUIREMENTS.

NEW POSITION: Brief job description and attach a copy of the new job description.

SEE ATTACHED JOB DESCRIPTION

POSITION RECLASIFICATION: Explain change and /or increase in duties and responsibility. (Attach new job description)

N/A

COMMENTS: (Any comments you wish to make regarding this request)

THE POSITION MAY BE EXTENDED DUE TO EXPECTED FUNDING FROM PHASE II

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	9-24-09 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☑ NO
2.	HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☐ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	DATE	BUDGET PROCEDURES COMPLETED	☐ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: URBAN COUNTY PROGRAM (250) **DATE:** 09/22/09

CURRENT POSITION TITLE: N/A **CURRENT SLOT. #:** 0004

REQUESTED POSITION TITLE: INTAKE CLERK
(For new positions or reclassifications)

REQUEST FOR:

☐ New Position ☑ Temporary Position ☐ Position Reclassification* ☐ Other _____

*Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST:

Salary Amount: $ 0.00 (Current Budgeted Salary) $ 24,324.00 (Proposed Budgeted Salary) $ 24,324.00 (Net Change)

Position to be funded from one of the following:

☐ Current Department Budget ☐ Annual Budget Cycle ☐ Will Require Additional Funds

☑ Other GRANT - (TEXAS DEPARTMENT OF COMMUNITY AFFAIRS - DISASTER RECOVERY)

POSITION Type:

Full Time Employee Object 113 ☐ Part Time Employee Object 114 ☐ $11.69

Full Time Temporary Object 121 ☑ Part Time Temporary Object 122 ☐ $ 24,324.00 (STARTING PAY RATE TO BE $22,751.00)

Enter hourly rate for temp. positions

Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

10/19/09	UNKNOWN	MON-FRI & 8 AM-5 PM	40	SUBJECT TO GRANT FUNDING
Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

CIVIL SERVICE:		FLSA:	
Exempt	☑	Exempt	☐
Non-Exempt	☐	Non-Exempt	☑
N/A	☐		

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)

ADDITIONAL $2,000,000 IN FUNDING TO BE PROVIDED BY STATE FOR THE IMPLEMENTATION OF IMPROVEMENT OF HOUSING PROJECTS RELATED TO THE DISASTER RELIEF ASSOCIATED WITH HURRICANE DOLLY. POSITION NECESSARY FOR A TWO (2) YEAR PERIOD TO APPROPRIATELY MEET PROGRAM REQUIREMENTS.

NEW POSITION: Brief job description and attach a copy of the new job description.

SEE ATTACHED JOB DESCRIPTION

POSITION RECLASIFICATION: Explain change and /or increase in duties and responsibility. (Attach new job description)

N/A

COMMENTS: (Any comments you wish to make regarding this request)

THE POSITION MAY BE EXTENDED DUE TO EXPECTED FUNDING FROM PHASE II

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	9-29-09 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☑ NO
2.	HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☐ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	DATE	BUDGET PROCEDURES COMPLETED	☐ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

AI-18241 **19.A.**

Leasing- City of Progreso

CC REGULAR

Date:	11/03/2009
Submitted By:	Veronica Lopez, ELECTIONS DEPT.
Submitted For:	Yvonne Ramon
Department:	ELECTIONS DEPT.
Agenda Category:	Elections Administration

Information

CAPTION

Approval of Contract for Election Services (leasing of equipment) between Hidalgo County and the City of Progreso for their Election to be held November 03, 2009.

BACKGROUND

One (1) original contract for City of Progreso

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

All costs and applicable fees associated with the election services shall be paid by the entities requesting the service as outlined in the caption (reimbursement basis to Elections Department).

Attachments

Link: Leasing Contract- City of Progreso

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Yvonne Ramon	Yvonne Ramon	10/28/2009 03:33 PM	APRV
2	Budget & Management	Erika Zamora	10/29/2009 07:52 AM	APRV
3	Roland Garcia	Rolando Garcia	10/30/2009 08:45 AM	APRV
4	Auditor's Office		10/30/2009 04:23 PM	NEW

Form Started By: Veronica Lopez — Started On: 10/27/2009 10:41 AM

Final Approval Date: 10/30/2009

THE STATE OF TEXAS §
§ CONTRACT FOR ELECTION SERVICES
COUNTY OF HIDALGO §

This Contract is entered into by and between the HIDALGO COUNTY ELECTIONS ADMINISTRATOR ("ADMINISTRATOR"), Yvonne Ramón, on behalf of Hidalgo County, a political subdivision of the State of Texas, and the CITY OF PROGRESO , hereinafter referred to as "THE ENTITY," pursuant to Texas Election Code Section 31.092.

RECITALS

WHEREAS, CITY OF PROGRESO , by appropriate action of its governing body acting in accordance with all applicable laws, has called an election to be held on November 3, 2009 and desires that certain election services be provided by ADMINISTRATOR through her Elections Department; and

WHEREAS, ADMINISTRATOR has provided costs for election services to be rendered by ADMINISTRATOR'S office pursuant to the terms of this Contract, which costs are set out in Article V1 hereof: and

WHEREAS, the CITY OF PROGRESO and ADMINISTRATOR desire to enter into a contract setting out the respective responsibilities of the parties;

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE I

PURPOSE

1.01. The parties hereto have entered into this Contract for election services described in Article II to be provided to the CITY OF PROGRESO for its election to be held on November 3, 2009, and any Runoff, if applicable.

ARTICLE II

SERVICES

2.01. ADMINISTRATOR agrees to provide to the CITY OF PROGRESO the following general services:

(A) Procure, program, prepare, and distribute adequate election equipment and transport equipment to and from the polling locations, including early voting substations, for the CITY OF PROGRESO;

(B) Distribute the lists of registered voters to be used in conducting the election, as provided by Hidalgo County Voter Registration pursuant to the request by the CITY OF PROGRESO;

(C) Provide information for election officers;

(D) Provide general advisory services; and

(E) Provide such incidental related services as may be necessary to effect the election.

ARTICLE III

SCHEDULE FOR PERFORMANCE OF SERVICES

3.01. Specific services to be provided related to the general services identified in Article II shall be performed in accordance with the time requirements set out in the Texas Election Code.

ARTICLE IV

SERVICES NOT PROVIDED BY COUNTY

4.01. ADMINISTRATOR shall have no responsibility for insuring the passage of the appropriate Election Order by the CITY OF PROGRESO, preparing or sending Justice Department Submissions, publishing and (or) posting the election notice as required by the Texas Election Code Section 4.003, or canvassing election results. ADMINISTRATOR shall have no responsibility as custodian of the CITY OF PROGRESO election records.

ARTICLE V

TERM

5.01. Except as hereinafter set out, the term of this Contract shall be from the time of execution until all items with respect to this Contract and the election held hereunder have been completed.

ARTICLE VI

COST OF SERVICE AND BILLING

6.01 In consideration for the services provided hereunder by ADMINISTRATOR, the CITY OF PROGRESO agrees to pay ADMINISTRATOR the amount of $100.00 leasing fee for each iVotronic and $100.00 leasing fee for each ADA iVotronic, AND a $50.00 programming fee used in the initial Election. The above described fees for each machine and programming fee shall be additionally charged for any Runoff Election.

6.02 Payment shall be made by the CITY OF PROGRESO within 30 days after receiving an itemized invoice from ADMINISTRATOR. Payment shall be made by check payable to the Hidalgo County Elections Administrator and mailed to:

Yvonne Ramón
Hidalgo County Elections Administrator
PO Box 659
Edinburg, Texas 78540

6.03 Any monies remaining after the payment of all costs of elections bills, shall be the property of the CITY OF PROGRESO and returned to it.

ARTICLE VII

7.01 IF ANY OF THE ELECTION EQUIPMENT COMES LOST, STOLEN, DESTROYED, OR DAMAGED, THE CITY, SCHOOL DISTRICT OR ENTITY WHO LEASED THE EQUIPMENT IS LIABLE FOR THE DAMAGE AND AGREES TO PAY THE ADMINISTRATOR THE COST OF THE REPLACEMENT OR REPAIR OF THE ELECTION EQUIPMENT SO LOST, STOLEN, DESTROYED OR DAMAGED.

ARTICLE VIII

GENERAL PROVISIONS

8.01. This Contract 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.

8.02. In case any one or more of the provisions contained in this Contract 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 Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

8.03. This Contract constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding or written or oral agreement between the parties respecting the written subject matter.

8.04. No amendment, modification, or alteration of the term hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

SIGNED this 27th day of October, 2009

ELECTIONS ADMINISTRATOR

BY: _____
YVONNE RAMÓN

CITY OF PROGRESO
NAME OF LEASING ENTITY

BY: _____
PRINT: Mr. Alfredo Espinosa

TITLE: Progreso City Administrator

APPROVAL COUNTY OF HIDALGO:

BY: _____
JUAN DE DIOS "JD" SALINAS, III
COUNTY JUDGE

ATTEST

BY: _____

PRINT: _____

TITLE: _____

ATTEST

BY: _____
ARTURO GUAJARDO, JR.
COUNTY CLERK

APPROVED AS TO LEGAL FORM:

ATLAS & HALL L.L.P.,

BY: _____

STEPHEN L. CRAIN

AI-18286 **20.A.**

Reject all Bids

CC REGULAR

Date:	11/03/2009
Submitted By:	Linda Galaviz, HEAD START
Submitted For:	Edmundo Garcia
Department:	HEAD START
Agenda Category:	Head Start

Information

CAPTION

Requesting approval to reject all bids received for Roofs and Siding Repairs for Head Start Facilities under Bid#:2009-09-022.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No Fiscal Impact.

Attachments

Link: BID

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	10/28/2009 03:15 PM	APRV
2	Roland Garcia	Rolando Garcia	10/29/2009 03:00 PM	APRV
3	Auditor's Office	Linda Fong	10/30/2009 03:02 PM	APRV
4	Purchasing Department	Marty Salazar	10/30/2009 03:34 PM	APRV

Form Started By: Linda Galaviz — Started On: 10/28/2009 02:46 PM

Final Approval Date: 10/30/2009

Hidalgo County Head Start Program
Policy Council Agenda Request

DATE: October 21, 2009

SUBJECT: Discussion/Approval of Bid Awards and Contracts to Lowest Bidder Meeting All Specifications for Roof & Siding Repairs Bid #2009-042-09-22

RATIONALE/NEED: Repairs of roofs and sidings on buildings are needed. These repairs must be completed by the end of this fiscal year.

RECOMMENDATION: Administration recommends approval of Bid Award to:

ADELCO		Rincones Group, Inc.		G.A.S. Enterprises	
(1) Las Milpas I HS	$8,375	(1) Donna I HS	$18,761	(1) Western Rd HS	$5,419
(2) Palmview I HS	$8,375	(2) Admin	$ 6,500	(2) Donna I HS HS	$4,385
(3) Palmview II HS	$8,375	(3) Palmview I	$ 8,750		
(4) San Juan II HS	$8,375				
TOTAL	$33,500	TOTAL	$34,011	TOTAL	$9,804

COST: $77,315

RELATED INFORMATION INCLUDED: Memo/Bid Tabulation/Contract

* * * *

HIDALGO COUNTY HEAD START PROGRAM

P. O. BOX 0117 ♠ EDINBURG, TEXAS 78540♠ TEL: (956) 383-0706 ♠ FAX: (956) 380-2588

TO: Edmundo Garcia, Assistant Director

FROM: Ambrosio Tovar, Procurement Director

DATE: October 14, 2009

SUBJ: Bid #2009-042-09-22 "Repairs"

The Repair Bids for the Head Start facilities were received and opened on October 13, 2009. The following contractors with the lowest bids are recommended for the following locations;

Bid #2009-042-09-22

Vendor	Center	Cost	
Adelco	Las Milpas I Palmview I Palmview II San Juan II	$8,375 $8,375 $8,375 $8,375	
Rincones Group, Inc.	Donna I Admin Palmview I	$18,761 $6,500 $8,700	
G.A.S. Enterprises	Western Rd Donna I	$5,419 $4,385	

The attached bid tabulation exhibits all the bids submitted.

Should you have any questions please call me. Thank you.

Bid Tabulation
Bid #2009-042-09-22

FACILITY	REPAIR DESCRIPTION		Rincones Group, Inc.	Grande Valley Builders	G.A.S. Enterprises	ADELCO
DONNA I 1402 Silver Ave Donna TX 956-464-2443	Roof Repair	BID	$ 15,761.00	$ 25,753.00	$ 19,523.00	$ -
		OTHER COST	$ 2,259.00	$ -	$ -	N/A
		TOTAL	**$ 18,020.00**	**$ 25,753.00**	**$ 19,523.00**	**$ -**
LAS MILPAS I 714 Zapata Ave Pharr TX 956-783-1723	Roof Repair	BID	$ 11,777.50	$ 16,236.00	$ 10,674.00	$ 8,375.00
		OTHER COST	$ 500.00	$ -	$ -	$ -
		TOTAL	**$ 12,277.50**	**$ 16,236.00**	**$ 10,674.00**	**$ 8,375.00**
PALMVIEW I 501 Commercial dr. Palmview TX 956-280-1394	Roof Repair	BID	$ 8,078.00	$ 13,500.00	$ 9,322.00	$ 8,375.00
		OTHER COST	$ 750.00	$ -	$ -	$ -
		TOTAL	**$ 8,828.00**	**$ 13,500.00**	**$ 9,322.00**	**$ 8,375.00**
PALMVIEW II 618 Breyfogle Rd Palmview TX 956-583-4435	Roof Repair	BID	$ 21,020.00	$ 23,864.00	$ 13,172.00	$ 8,375.00
		OTHER COST	$ 500.00	$ -	$ -	$ -
		TOTAL	**$ 21,520.00**	**$ 23,864.00**	**$ 13,172.00**	**$ 8,375.00**
SAN JUAN II 601 Earling Rd San Juan TX 956-782-1056	Roof Repair	BID	$ 21,533.85	$ 23,864.00	$ 13,278.00	$ 8,375.00
		OTHER COST	$ -	$ -	$ -	$ -
		TOTAL	**$ 21,533.85**	**$ 23,864.00**	**$ 13,278.00**	**$ 8,375.00**
WESTERN ROAD Corner of 2221 and Western Rd Mission TX 956-583-9700	Roof Repair	BID	$ 6,043.33	$ 6,800.00	$ 5,419.00	$ 7,816.00
		OTHER COST	$ 500.00	$ -	$ -	$ -
		TOTAL	**$ 6,543.33**	**$ 6,800.00**	**$ 5,419.00**	**$ 7,816.00**
FACILITY	REPAIR DESCRIPTION					
ADMINISTRATION 1901 W. Hwy 107 McAllen TX 956-383-0706	Exterior Repair / Siding	BID	$ 6,500.00	$ 16,500.00	$ 7,800.00	$ 18,878.00
		OTHER COST	$ -	$ -	$ -	$ -
		TOTAL	**$ 6,500.00**	**$ 16,500.00**	**$ 7,800.00**	**$ 18,878.00**
DONNA I 1402 Silver Ave Donna TX 956-464-2443	Exterior Repair / Siding	BID	$ 4,500.00	$ -	$ 4,385.00	$ 8,518.00
		OTHER COST	$ -	$ -	$ -	$ -
		TOTAL	**$ 4,500.00**	**$ -**	**$ 4,385.00**	**$ 8,518.00**
PALMVIEW I 501 Commercial dr. Palmview TX 956-280-1394	Exterior Repair / Siding	BID	$ 8,750.00	$ 21,999.00	$ 9,310.00	$ 8,978.00
		OTHER COST	$ -	$ -	$ 5,105.00	$ -
		TOTAL	**$ 8,750.00**	**$ 21,999.00**	**$ 14,415.00**	**$ 8,978.00**

AI-18313 **20.B.**

Authority to Re-advertise

CC REGULAR

Date:	11/03/2009
Submitted By:	Linda Galaviz, HEAD START
Submitted For:	Edmundo Garcia
Department:	HEAD START
Agenda Category:	Head Start

Information

CAPTION

Authority to re-advertise sealed competitive procurements-project specific: Roof and/or Siding Repairs for the following individual Head Start Facilities: Las Milpas I, Palmview I, Palmview II, San Juan II, Donna I, Western Road, Head Start Administration Building

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No Fiscal Impact.

Attachments

Link: Authority to Re-Advertise

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	10/29/2009 12:39 PM	APRV
2	Roland Garcia	Rolando Garcia	10/29/2009 03:00 PM	APRV
3	Auditor's Office	Linda Fong	10/30/2009 03:03 PM	APRV
4	Purchasing Department	Marty Salazar	10/30/2009 03:34 PM	APRV

Form Started By: Linda Galaviz — Started On: 10/29/2009 09:04 AM

Final Approval Date: 10/30/2009

HIDALGO COUNTY HEAD START PROGRAM

P. O. BOX 0117 ♠ EDINBURG, TEXAS 78540♠ TEL: (956) 383-0706 ♠ FAX: (956) 381-0439

TO: Edmundo Garcia, Assistant Director

FROM: Ambrosio Tovar, Procurement Director

DATE: October 29, 2009

SUBJ: Advertising For Head Start Building Repair

We will re-advertise in the Monitor newspaper for the Head Start Building Repairs as required. This advertisement will be printed on November 3 and November 10, 2009.

The bid number for each Head Start site will be as follows:

Administration..... Bid #2009-043-11-03	Exterior Repair/Siding
Donna I.....Bid #2009-044-11-03	Exterior Repair/Siding
Donna I.....Bid #2009-045-11-03	Roof Repair
Las Milpas I.....Bid #2009-046-11-03	Roof Repair
Palmview I..... Bid #2009-047-11-03	Roof Repair
Palmview I..... Bid #2009-048-11-03	Exterior Repair/Siding
Palmview II..... Bid #2009-049-11-03	Roof Repair
San Juan II.....Bid #2009-050-11-03	Roof Repair
Western Rd.....Bid #2009-051-11-03	Roof Repair

We project to have the bid openings on November 17, 2009. The funding for these projects is from the one-time grant and ARRA grant.

Should you have any questions please let me know.

Thank you.

BID NO:2009-044-11-03	BUYER: Ambrosio Tovar	TEL. NO: (956) 380-4149

HIDALGO COUNTY HEAD START PROGRAM
McAllen, Texas

November 3, 2009

REQUEST FOR SEALED BIDS
"EXTERIOR REPAIRS FOR DONNA I HEAD START CENTER"

Contact Person:

Ambrosio Tovar, Procurement Director
Hidalgo County Head Start Program
1901 West State Hwy 107
McAllen, Texas 78504
(956) 380-4149

REQUEST FOR SEALED BIDS
HIDALGO COUNTY HEAD START PROGRAM
"EXTERIOR REPAIRS FOR DONNA I HEAD START CENTER"
November 3, 2009
BID NO: 2009-044-11-03

1) Request For Sealed Bids Letter, 1 page

2) Request for Sealed Bids, Legal Notice, 6 pages

3) Exhibit A: Requirements Criteria, 5 pages

4) Exhibit B: Bid Page, 3 pages

5) Exhibit C: Insurance Requirements, 3 pages

6) Exhibit D: Conflict of Interest Questionnaire, 2 pages

7) Respondent/Vendor Application, 1 page

8) Historically Underutilized Business (HUB) Declaration, 1 page

9) Certification for Primary Covered Transactions, 1 pages

10) Draft Contract for Professional Services, 6 pages

11) W-9 Form (Request for Taxpayer ID) 1 pages

The above mentioned items shall be found in the Request for Sealed Bids packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Hidalgo County Head Start Program Procurement Department by calling Ambrosio Tovar at (956) 380-4149, advise of missing documentation, and Procurement Department will forward information either through facsimile or by U.S. Mail.

Thank you.

NOVEMBER 03, 2009

_____

_____

_____

RE: HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR SEALED BIDS
"EXTERIOR REPAIRS FOR DONNA I HEAD START CENTER"
BID NO: 2009-044-11-03

Dear Sir/Madam:

Enclosed please find a Sealed Bids packet for your review and consideration. Hidalgo County Head Start Program Procurement Department welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call the Hidalgo County Head Start Program Procurement Department at (956) 380-4149.

Sincerely,

Ambrosio Tovar
Procurement Director
Hidalgo County Head Start Program

1. Sealed Bids will be received for “EXTERIOR REPAIRS FOR DONNA I HEAD START CENTER” in accordance with the requirements attached as Exhibit "A" hereto. Bids should address all requirements set forth. Strong rationale must be presented for any deviation from the requirements. Hidalgo County Head Start Program reserves the right to reject the deviation and its effect on the overall bids.

2. One (1) original and Three (3) copies of Bids must be enclosed in a Sealed Envelope And/or Package With Vendor's Name And Return Address Clearly Typed/printed on Upper Left Hand Corner And The Proper Notation Clearly Typed/printed on The Lower Left Hand Corner: SEALED BID **“EXTERIOR REPAIRS FOR DONNA I HEAD START CENTER”** and delivered to Hidalgo County Head Start Program- Administration Office located: 1901 W. State Hwy 107, McAllen, Texas ON OR BEFORE **2:00 p.m. Tuesday November 17, 2009.** NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY SEALED BIDS RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE IN REFERENCE TO THE SEALED BID.

3. Hidalgo County Head Start Program reserves the right to separate and accept, or eliminate any items(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements. Hidalgo County Head Start Program also reserves the right to reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval. Receipt of any bid shall under no circumstances obligate Hidalgo County Head Start Program to accept the lowest dollar bid. The award of this contract shall be made to the responsible offer or whose bid is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors as herein set forth.

4. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule, shall release Hidalgo County Head Start Program from all obligations to the contracting party with regard to the item(s) in question. In such event, Hidalgo County Head Start Program may elect to award the contract to the next-lowest responsible vendor, or to reject all bids and re-advertise. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County Head Start Program. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

5. No bid may be withdrawn within sixty (60) days from the scheduled time to open bids.

6. Bid prices are to remain firm for a minimum of ninety (90) days after priced bid opening.

7. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by Teresa Flores, Executive Director or her designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidder shall acknowledge receipt of all addenda as a part of their bid.

8. Hidalgo County Head Start Program reserves the right to accept or reject any or all bids.

9. Costs are to be Net F.O.B., Hidalgo County Head Start Program prepaid.

10. Hidalgo County Head Start Program is exempt from Federal Excise Tax, State Tax and Local Tax. Do not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

11. Funds for this procurement have been provided through the Hidalgo County Head Start Program budget for this fiscal year only. Hidalgo County Head Start Program, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of Hidalgo County Head Start Program are insufficient to meet the liabilities of said contract. The award of a Sealed Bid or contract hereunder will not be construed to create a debt of the Hidalgo County Head Start Program which is payable out of funds beyond the current fiscal year.

12. DELIVERY INSTRUCTIONS:

. No deliveries accepted after 4:30 P.M., Monday-Friday.
. If you need additional information call the office listed below:

Hidalgo County Head Start Program
Ambrosio Tovar, Procurement Director
(956) 380-4149

13. BILLING INSTRUCTIONS:

Contact person for Billing and Payment questions:
HIDALGO COUNTY HEAD START PROGRAM
Elma Keller, Finance Director
P. O. Box 0117
Edinburg, TX 78540
(956) 380-4149

14. Schedule of Events

Sealed Bid Acceptance, 2:00 P.M.	November 17, 2009
Award of Contract	November 24, 2009
Commence Work or Deliver Products	_____, 2009

15. Bid or Performance Bond; Payment under Contract:

- If the contract proposed is for the construction of public works or is for a contract exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas.

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

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

- If a contract is for the construction, alteration or repair of public buildings or public works, the contractor shall provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000), as required by Tex. Govt. Code Ch. 2253.

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

16. Ethical Standards:

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, of the County, Hidalgo County Head Start Program to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation,

preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or bid therefore pending before any department or agency of the County, Hidalgo County Head Start Program.

- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, Hidalgo County Head Start Program or any person associated therewith, as an inducement for the award of a subcontract or order.
- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

17. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to Hidalgo County Head Start Program.

18. Bids, and all goods and services provided there under, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

19. Minimum Standards for Responsible Prospective Bids: A prospective bid must affirmatively demonstrate bidder's responsibility. A prospective bid, by submitting a bid, represents to Hidalgo County Head Start Program that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or bided delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

20. Successful bidder will pay or cause to be paid, without cost or expenses to Hidalgo County Head Start Program, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County or Hidalgo County Head Start Program including, but not limited to, benefits associated with County's civil service system.

21. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by Hidalgo County Head Start Program with thirty (30) day written notice prior to cancellation.

22. Hidalgo County Head Start Program reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the Hidalgo County Head Start Program in the event of breach or default by successful bidder; Hidalgo County Head Start Program reserves the right to terminate any contract immediately in the event a successful bidder fails to:

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

23. Successful bidder shall defend, indemnify and hold harmless Hidalgo County Head Start Program and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award. Successful bidder indemnifies and will indemnify and save harmless Hidalgo County Head Start Program from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful bidder shall pay any judgment with costs which may be obtained against Hidalgo County Head Start Program growing out of such injury or damages, and shall, upon request, provide a defense to Hidalgo County Head Start Program by counsel reasonably acceptable to Hidalgo County Head Start Program. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods or services provided by successful bidder.

24. Successful bid shall warrant that all items/services shall conform to the requirements and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Qualifications shall be subject to County's approval.

    Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to Hidalgo County Head Start Program. Items not picked up within one (1) week after notification shall be deemed a donation to Hidalgo County Head Start Program and may be used or disposed of at Hidalgo County Head Start Program's discretion and without waiver of any other rights of Hidalgo County Head Start Program as to the item's nonconformity.

25. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

26. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of Hidalgo County Head Start Program.

27. Bidder shall provide with the bid response, a list of at least three (3) references where like services have been supplied by their firm. Include the name of the business or government, address, telephone number and name of representative or contact person.

28. Bidder must provide all documentation requested with this Bid in their response. Failure to provide this information may result in rejection of the bid as non-conforming.

HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR SEALED BIDS

“EXTERIOR REPAIRS TO DONNA I HEAD START CENTER”

EXHIBIT A

REQUIREMENTS

ACKNOWLEDGMENT FORM

SEALED BID
FOR
HIDALGO COUNTY HEAD START PROGRAM
"EXTERIOR REPAIRS FOR DONNA I HEAD START CENTER"
BID NO.2009-044-11-03

We, as an interested party, agree to the criteria and the requirements of the SEALED BID and have submitted our sealed bid as requested.

All costs involved in submitting this statement to Hidalgo County Head Start Program shall be borne in full by the bidding company.

COMPANY: _____

ADDRESS: _____

AUTHORIZED REPRESENTATIVE: _____

SIGNATURE: _____

TITLE: _____

TELEPHONE: _____ FAX NO. _____

E-MAIL: _____

DATE: _____

The Hidalgo County Head Start Program is seeking to engage REPAIRS. The Procurement Department will receive sealed envelopes containing BID for the provision of "EXTERIOR REPAIRS FOR DONNA I HEAD START CENTER". Sealed Bids will be accepted until 2:00 p.m., Tuesday, November 17, 2009. Any BID received after that time will not be opened and will be returned.

Deliver Submittal to:

RFB Number: 2009-044-11-03

Hidalgo County Head Start Program
Procurement Department
1901 West State Highway 107
McAllen, TX 78504

The submittal Envelope must show the Submittal Number, Name and Opening Date.

The following outlines the Request for Sealed Bid:

SECTION I: GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION: Hidalgo County Head Start Program is requesting that bids be routed to Ambrosio Tovar, Procurement Director, 1901 W. State Highway 107, McAllen, TX 78504. Written questions will be accepted via facsimile (956) 380-4149 no later than Thursday, November 12, 2009 no later than 2:00 p.m. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

CONFLICT OF INTEREST: Submitters must have a "non-conflict of interest" affidavit submitted to the County Clerk's office prior to contract award.

NON-COLLUSION: Submitters, by submitting a signed submission, certify that the accompanying submission is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Texas or United States law.

DAVIS-BACON ACT: Contractor must adhere to Davis-Bacon Act requirements Reports must be submitted timely.

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

OCCUPATIONS CODE: Bids exceeding a cost of $20,000.00 are required to comply with the Occupations Code, Chapter 1001, Section 053, Public Works.

PROCESSING TIME FOR PAYMENT: Submitters are advised that a minimum of thirty (30) is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF BIDS: Hidalgo County Head Start Program Procurement Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY: Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. Hidalgo County Head Start Program will make the final determination as to the vendor's ability.

SUBMITTER DEFAULT: Hidalgo County Head Start Program reserves the right, in case of submitter default, to procure the articles or services from other sources and hold the defaulting vendor responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS: It is the responsibility of the submitter to review the request for qualifications (RFB) packet and to notify the Procurement Department if the specifications are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the specifications or bidding procedures must be received in the Procurement Department not less than seventy-two (72) hours prior to the time set for the opening. These requirements also apply to specifications that are ambiguous.

SEALED BID DELIVERY: Hidalgo County Head Start Program requires submitters, when hand delivering qualifications, to time date and stamp the envelope before depositing it in the bid box.

SIGNING OF BIDS: In order to be considered, all submittals must be signed. Please sign the original in **blue** ink.

WAIVING OF INFORMALITIES: Hidalgo County Head Start Program reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County Head Start Program.

SUBCONTRACTING: The successful submitter may not subcontract the award without the written consent of the Commissioner's Court of Hidalgo County.

SECTION II: REQUIREMENTS

REQUEST FOR SEALED BIDS: The required contents and limitations for the preparation of the BID are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted BID. A total of one (1) original and three (3) copies of the RFB shall be submitted to the address on the cover letter.

Project Overview:
It is the intention of the Hidalgo County Head Start Program to receive BIDS from interested individuals for the purposes of Repair for the centers referenced within.

Contents:
The required contents for the sealed bids are presented below in the order they should be incorporated into the submitted document.

SPECIFICATIONS – GENERAL: All replacement materials must be at a minimum, equal to or better than the existing materials.

I. **II. - Scope of Services Exterior Repair:** Scope of Repairs include, but may not be limited to the following:

- Remove exterior siding and applicable moldings.
- Remove insulation where necessary
- Remove defective studs and moldings
- Install new insulation where applicable with comparable rating
- Install new Y-111-4" inch spacing and necessary "Z" bar
- Replace defective / rotten studs and moldings where applicable
- Prime new plywood siding and exterior moldings
- Paint new plywood with premium exterior latex paint to match existing color
- Remove debris daily from premises
- Must meet Davis Bacon Act requirements
- Must meet occupational code
- Time frame: Project to be completed before 12/31/2009

SITE VISIT:

Bidders must visit the Centers to suggest any other necessary work required to complete the repairs. Bidder shall not be relieved of responsibility for improperly estimating cost of serviced required. The visit must be coordinated in advance with Field Operations Director for the Hidalgo County Head Start Program, or designated representative, at (956) 383-0706 ext. 217.

BILLING SPECIFICATIONS:

All Invoices must be submitted to the Field Operations Department upon satisfactory completion of project. There will be NO Advance Payments.

HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR SEALED BID

“EXTERIOR REPAIRS FOR DONNA I HEAD START CENTER”

EXHIBIT B

BID PAGE

BID PAGE

REQUEST FOR SEALED BIDS
HIDALGO COUNTY HEAD START PROGRAM
"EXTERIOR REPAIRS FOR DONNA I HEAD START CENTER"
November 3, 2009

To: Hidalgo County Head Start Program
Ambrosio Tovar, Procurement Director
1901 West State Hwy 107
McAllen, Texas 78504

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

Respondent acknowledges receipt of all of the pages of the documents referenced in the Request for Sealed Bids Checklist presented in connection with this procurement. Respondent understands that Hidalgo County Head Start Program reserves the right to reject any or all BIDS and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Respondent agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for accepting BID, as contained in the requirements.

Respectfully submitted,

Respondent:_____

Address:_____

_____

By:_____

Printed Name:_____

Title:_____

SELECTION PROCEDURES: The SEALED BID shall be submitted according to the schedule below. The respondent should be able to submit a Cost Bid.

SEALED BID SUBMITTED TO: An original and three (3) copies of Sealed Bid should be submitted to:

Ambrosio Tovar, Procurement Director
Hidalgo County Head Start Program
P. O. Box 0117
Edinburg, TX 78540-0117

BID must be submitted NO LATER THAN 2:00 p.m. on Tuesday November 17, 2009

COST:

DONNA I CENTER

Exterior Repair Cost: $_____

Other Cost: $_____

Other Cost: $_____

Total Cost: $_____

Bidder's signature indicates an understanding and intent to comply with all Federal state and local regulations associated with implementing a Head Start Program and that the listed bid price will be valid for a period of ninety (90) days.

BIDDER'S NAME:_____

ADDRESS:_____

CITY/STATE/ZIP CODE:_____

PHONE NUMBER:_____FAX NUMBER:_____

AUTHORIZED SIGNATURE:_____

TITLE:_____

DATE:_____

*******It is Mandatory that Bid Page be included in Bid Package*******

HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR SEALED BID

“EXTERIOR REPAIRS FOR DONNA I HEAD START CENTER”

EXHIBIT C

INSURANCE REQUIREMENTS

INSURANCE REQUIREMENTS

Exhibit "C"

The bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor(s) that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this "Repair Contract" and to continue at all times in force in effect during the term of this contract.

Certificates of insurance naming Hidalgo County Head Start Program as an additional insured shall be submitted to Hidalgo County Head Start Program for approval prior to any services being performed by Contract. Each policy of insurance required hereunder shall extend for a period equivalent to or longer than the term of service, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the Hidalgo County Head Start Program prior to the cancellation suspended upon the cancellation or other termination or any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to the Hidalgo County Head Start Program.

The Respondent awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the respondent in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000) per person and Five Hundred Thousand Dollars ($500,000) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000) arising out of the services provided to County hereunder;

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Respondent is specifically exempted from the Texas Workers' Compensation Act, Texas Labor Code Chapter 401, et. seq.

Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

INSURANCE REQUIREMENT ACKNOWLEDGMENT

I,_____authorized representative for_____

Company/Vendor. Hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired upon notification of intent to award bid at the next regularly scheduled Hidalgo County Commissioners' Court; (*An insurance certificate for the required insurance limits shall be provided to the Purchasing Department by no later 9:30 a.m., the morning of the Commissioner's Court meeting, in order to qualify for award of bid and to execute a contract between our Company and the County.)

☐ will acquire additional amount needed to meet the County's requirements upon notification of intent to award bid at the next scheduled Hidalgo County Commissioners' Court; currently carry the following:

Automobile Liability: $_____ General Liability: $_____

(*An insurance certificate for the required insurance limits shall be provided to the Purchasing Department by no later 9:30 a.m., the morning of the Commissioner's Court meeting, in order to qualify for award of bid and to execute a contract between our Company and the County.) OR

☐ have already been met, see attached copy of insurance certificate.

_____ _____

Authorized Representative Date

Notice to Respondent: Failure to provide Certificates of Insurance at Commissioners' Court will cause the bid award to be rescinded and then awarded to next lowest respondent.

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE;

1)Licenses:_____

2)Bonds:_____

3)Certificates:_____

4) Permits:_____

5) Other:_____

Necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County Head Start Program and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, and permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

_____

Authorized Signature Date

_____.

Company

_____.

Address

_____.

City, State, Zip

HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR BIDS

"EXTERIOR REPAIRS FOR DONNA I HEAD START CENTER"

EXHIBIT D

PROPOSER'S AFFIDAVIT

EXHIBIT "D"
PROPOSER'S AFFIDAVIT

PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFILICT OF INTREST, AND ANTI-LOBBYING
FOR "EXTERIOR REPAIRS FOR DONNA I HEAD START CENTER"

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, _____, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or nay of its officials or employees, any of the terms or provisions set forth in their Request fro Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was give.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County Commissioner's Court.

(4) Affiant further States no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

_____

Signature/ Title:

_____

Subscribed and sworn to before me this _____day of _____, 2009.

_____
Notary Public

My Commission expires: _____,

HIDALGO COUNTY
Respondent/Vendor Application

VENDOR NO.: _____ ENTRY DATE:_____.

Complete in print or type. It is the vendor's responsibility to return this application to Hidalgo County Head Start Purchasing Department.

Company Name Telephone No. ( )
Mailing Address Fax No. ( )
City, State, Zip Tax I.D. No.
E-Mail Address: Website Address:
Representative(s) Name(s) & Title(s)
Type of Organization (check one):___ Individual ___ Partnership ___ Corporation __ LLC ___ Other, Specify Federal Identification No. or (if individual) SS No.
State of Incorporation: _____ Other:
Type of Business (check one):____ Manufacturer ____ Wholesaler ____ Retailer____ broker ____ Distributor ____ Service Organization ____ Other, Specify
Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:
Small and/or Disadvantaged Business Information (check application criteria) Small Business: Disadvantaged Business (At Least 51% Ownership) □ Less than 125,000 annual gross receipt □ Black American □ Native American □ Less than 250,000 annual gross receipt □ Hispanic American □ Women □ Less than 499,000 annual gross receipt □ Asian Pacific American □ Other □ More than 500,000 annual gross receipt Have you been certified as a HUB or an MBE/WBE source?: □ Yes □ No Indicate Certification No.(s): _____ or are Certificate(s) attached?: □ Yes □ No
What type of product(s) is/are solicited by your company?: Would you like to be provided with requirements for procurements of such products?: □ Yes □ No

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: □Yes □ No

If yes, by whom? □ State General Services Commission □ Other

Indicate Certification No(s):_____ or Are Certificate(s) Attached:□ Yes□ No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid or RFQ is to be subcontracted with Certified HUB sources?:_____% (List HUB Subcontractor information below).

HUB Subcontractor Name:
HUB Status:

Certifying Agency (Check all applicable): □ State General Services Commission □ Other

Address: _____ City: _____ State: _____ Zip:
Contact Person: _____Title: _____ Phone No.: ( )
Subcontract Amount: $
Description of Work to be performed: _____

HUB Subcontractor Name: _____ HUB Status:

Certifying Agency (Check all applicable): □ State General Services Commission
□ Other

Address: _____ City: _____ State: _____ Zip:
Contact Person: _____Title: _____ Phone No.: ( )
Subcontract Amount: $
Description of Work to be performed:

HUB Subcontractor Name: _____ HUB Status:

Certifying Agency (Check all applicable): □ State General Services Commission □ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____Title: _____ Phone No.: ( )
Subcontract Amount: $_____
Description of Work to be performed: _____

Certification For
Primary Covered Transactions

1. The _____ (Vendor Name) certifies to the best of its knowledge and belief, that it and its principals:

   a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;

   b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

   c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

   d) Have not within a three-year period preceding this request for qualifications had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the _____ (Vendor Name) is unable to certify to any of the statements in this certification, such prospective vendor shall attach an explanation to this RFQ.

Signature:_____

Print Name:_____

Title:_____

Telephone No.:_____ Date: _____

Form **W-9**
(Massachusetts Substitute W-9 Form)
Rev. April 2009

Request for Taxpayer Identification Number and Certification

Completed form should be given to the requesting department or the department you are currently doing business with.

Name (List legal name, if joint names, list first & circle the name of the person whose TIN you enter in Part I-**See Specific Instruction** on page 2)

Business name, if different from above. (**See Specific Instruction** on page 2)

Please print or type

Check the appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶----------

Legal Address: number, street, and apt. or suite no.	**Remittance Address:** if different from legal address number, street, and apt. or suite no.
City, state and ZIP code	**City, state and ZIP code**

Phone # ( ) Fax # ( ) Email address:

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). **However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instruction on page 2.** For other entities, it is your employer identification number (EIN). If you do not have a number, see **How to get a TIN** on page 2.

Note: *If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.*

Social security number
☐☐☐-☐☐-☐☐☐☐
OR
Employer identification number
☐☐-☐☐☐☐☐☐☐

Vendors:
Dunn and Bradstreet Universal Numbering System (DUNS)

DUNS
☐☐☐☐☐☐☐☐☐

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), **and**
2. I am not subject to backup withholding because: **(a)** I am exempt from backup withholding, or **(b)** I have not been notified by the Internal Revenue Services (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or **(c)** the IRS has notified me that I am no longer subject to backup withholding, **and**
3. I am an U.S. person (including an U.S. resident alien).
4. I am currently a Commonwealth of Massachusetts's state employee: (check one): No____ Yes _____ if yes, In compliance with the State Ethics Commission requirements.

Certification Instructions: You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply.

Sign Here **Authorized Signature ▶** **Date ▶**

Purpose of Form

A person who is required to file an information return with the IRS must get your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to give your correct TIN to the person requesting it (the requester) and , when applicable, to:

1. Certify the TIN you are giving is correct (or you are waiting for a number to be issued).
2. Certify you are not subject to backup withholding

If you are a foreign person, use the appropriate Form W-8. See Pub 515, Withholding of Tax on Nonresident Aliens and Foreign Corporations.

What is backup withholding? Persons making certain payments to you must withhold a designated percentage, currently 28% and pay to the IRS of such payments under certain conditions. This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

If you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return, payments you receive will not be subject to backup withholding. **Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester, or
2. You do not certify your TIN when required (see the Part II Instructions on page 2 for details), or
3. The IRS tells the requester that you furnished an incorrect TIN, or
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the Part II Instructions on page 2.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.

HIDALGO COUNTY HEAD START PROGRAM
PROCUREMENT DEPARTMENT
BID TABULATION SHEET

DEPARTMENT NAME: **Hidalgo County Head Start Program**

BID OPENING DATE: **NOVEMBER 17, 2009** | BID OPENING TIME: **2:00 P.M.**

DESCRIPTION OF BID: **"EXTERIOR REPAIRS FOR DONNA I HEAD START CENTER"**

BID NUMBER 2009-044-11-03

BID # RFB#	NAME OF COMPANY		CONTRACTOR'S PRICE	
#1				
#2				
#3				
#4				
#5				
#6				
#7				
#8				

EXHIBIT D

HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR BIDS

"EXTERIOR REPAIRS FOR DONNA I HEAD START CENTER"

EXHIBIT "D"

CONFLICT OF INTEREST

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person Becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person violates Section 176.006 Local Government Code. An Offense under this section is a Class C misdemeanor.

OFFICE USE ONLY
Date Received

1 Name of person doing business with local governmental entity.

2 ☐ Check this box if you are filling an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

_____

Name of Officer

This section (item 3 including subparts A,B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001 (1-a), Local Government Code. Attach additonal pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income other than investment income from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local government entity?

☐ Yes ☐ No

C. Is the filer of the questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____

Signature of person doing business with the governmental entity — Date

EXHIBIT D

DISCLOSURE OF CONFLICT OF INTEREST

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

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

COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE RESPECTIVE PARTICIPANT.

BID NO:2009-045-11-03	BUYER: Ambrosio Tovar	TEL. NO: (956) 380-4149

HIDALGO COUNTY HEAD START PROGRAM
McAllen, Texas

November 3, 2009

REQUEST FOR SEALED BIDS
"ROOF REPAIRS FOR DONNA I HEAD START CENTER"

Contact Person:

Ambrosio Tovar, Procurement Director
Hidalgo County Head Start Program
1901 West State Hwy 107
McAllen, Texas 78504
(956) 380-4149

REQUEST FOR SEALED BIDS
HIDALGO COUNTY HEAD START PROGRAM
"ROOF REPAIRS FOR DONNA I HEAD START CENTER"
November 3, 2009
BID NO: 2009-045-11-03

1) Request For Sealed Bids Letter, 1 page

2) Request for Sealed Bids, Legal Notice, 6 pages

3) Exhibit A: Requirements Criteria, 5 pages

4) Exhibit B: Bid Page, 3 pages

5) Exhibit C: Insurance Requirements, 3 pages

6) Exhibit D: Conflict of Interest Questionnaire, 2 pages

7) Respondent/Vendor Application, 1 page

8) Historically Underutilized Business (HUB) Declaration, 1 page

9) Certification for Primary Covered Transactions, 1 pages

10) Draft Contract for Professional Services, 6 pages

11) W-9 Form (Request for Taxpayer ID) 1 pages

The above mentioned items shall be found in the Request for Sealed Bids packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Hidalgo County Head Start Program Procurement Department by calling Ambrosio Tovar at (956) 380-4149, advise of missing documentation, and Procurement Department will forward information either through facsimile or by U.S. Mail.
Thank you.

NOVEMBER 3, 2009

_____

_____

_____

RE: HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR SEALED BIDS
"ROOF REPAIRS FOR DONNA I HEAD START CENTER"
BID NO: 2009-045-11-03

Dear Sir/Madam:

Enclosed please find a Sealed Bids packet for your review and consideration. Hidalgo County Head Start Program Procurement Department welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call the Hidalgo County Head Start Program Procurement Department at (956) 380-4149.

Sincerely,

Ambrosio Tovar
Procurement Director
Hidalgo County Head Start Program

Enclosures

LEGAL NOTICE BID No: 2009-045-11-03

1. Sealed Bids will be received for “ROOF REPAIRS FOR DONNA I HEAD START CENTER” in accordance with the requirements attached as Exhibit "A" hereto. Bids should address all requirements set forth. Strong rationale must be presented for any deviation from the requirements. Hidalgo County Head Start Program reserves the right to reject the deviation and its effect on the overall bids.

2. One (1) original and Three (3) copies of Bids must be enclosed in a Sealed Envelope And/or Package With Vendor's Name And Return Address Clearly Typed/printed on Upper Left Hand Corner And The Proper Notation Clearly Typed/printed on The Lower Left Hand Corner: SEALED BID **“ROOF REPAIRS FOR DONNA I HEAD START CENTER”** and delivered to Hidalgo County Head Start Program- Administration Office located: 1901 W. State Hwy 107, McAllen, Texas ON OR BEFORE **2:00 p.m. Tuesday November 17, 2009.** NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY SEALED BIDS RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE IN REFERENCE TO THE SEALED BID.

3. Hidalgo County Head Start Program reserves the right to separate and accept, or eliminate any items(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements. Hidalgo County Head Start Program also reserves the right to reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval. Receipt of any bid shall under no circumstances obligate Hidalgo County Head Start Program to accept the lowest dollar bid. The award of this contract shall be made to the responsible offer or whose bid is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors as herein set forth.

4. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule, shall release Hidalgo County Head Start Program from all obligations to the contracting party with regard to the item(s) in question. In such event, Hidalgo County Head Start Program may elect to award the contract to the next-lowest responsible vendor, or to reject all bids and re-advertise. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County Head Start Program. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

5. No bid may be withdrawn within sixty (60) days from the scheduled time to open bids.

6. Bid prices are to remain firm for a minimum of ninety (90) days after priced bid opening.

7. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by Teresa Flores, Executive Director or her designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidder shall acknowledge receipt of all addenda as a part of their bid.

8. Hidalgo County Head Start Program reserves the right to accept or reject any or all bids.

9. Costs are to be Net F.O.B., Hidalgo County Head Start Program prepaid.

10. Hidalgo County Head Start Program is exempt from Federal Excise Tax, State Tax and Local Tax. Do not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

11. Funds for this procurement have been provided through the Hidalgo County Head Start Program budget for this fiscal year only. Hidalgo County Head Start Program, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of Hidalgo County Head Start Program are insufficient to meet the liabilities of said contract. The award of a Sealed Bid or contract hereunder will not be construed to create a debt of the Hidalgo County Head Start Program which is payable out of funds beyond the current fiscal year.

12. DELIVERY INSTRUCTIONS:

. No deliveries accepted after 4:30 P.M., Monday-Friday.
. If you need additional information call the office listed below:

Hidalgo County Head Start Program
Ambrosio Tovar, Procurement Director
(956) 380-4149

13. BILLING INSTRUCTIONS:

Contact person for Billing and Payment questions:
HIDALGO COUNTY HEAD START PROGRAM
Elma Keller, Finance Director
P. O. Box 0117
Edinburg, TX 78540

(956) 380-4149

14. Schedule of Events

Sealed Bid Acceptance, 2:00 P.M.	November 17, 2009
Award of Contract	November 24, 2009
Commence Work or Deliver Products	_____, 2009

15. Bid or Performance Bond; Payment under Contract:

- If the contract proposed is for the construction of public works or is for a contract exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas.

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

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

- If a contract is for the construction, alteration or repair of public buildings or public works, the contractor shall provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000), as required by Tex. Govt. Code Ch. 2253.

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

16. Ethical Standards:

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, of the County, Hidalgo County Head Start Program to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request,

influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or bid therefore pending before any department or agency of the County, Hidalgo County Head Start Program.

- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, Hidalgo County Head Start Program or any person associated therewith, as an inducement for the award of a subcontract or order.
- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

17. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to Hidalgo County Head Start Program.

18. Bids, and all goods and services provided there under, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

19. Minimum Standards for Responsible Prospective Bids: A prospective bid must affirmatively demonstrate bidder's responsibility. A prospective bid, by submitting a bid, represents to Hidalgo County Head Start Program that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or bided delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

20. Successful bidder will pay or cause to be paid, without cost or expenses to Hidalgo County Head Start Program, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County or Hidalgo County Head Start Program including, but not limited to, benefits associated with County's civil service system.

21. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by Hidalgo County Head Start Program with thirty (30) day written notice prior to cancellation.

22. Hidalgo County Head Start Program reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the Hidalgo County Head Start Program in the event of breach or default by successful bidder; Hidalgo County Head Start Program reserves the right to terminate any contract immediately in the event a successful bidder fails to:

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

23. Successful bidder shall defend, indemnify and hold harmless Hidalgo County Head Start Program and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award. Successful bidder indemnifies and will indemnify and save harmless Hidalgo County Head Start Program from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful bidder shall pay any judgment with costs which may be obtained against Hidalgo County Head Start Program growing out of such injury or damages, and shall, upon request, provide a defense to Hidalgo County Head Start Program by counsel reasonably acceptable to Hidalgo County Head Start Program. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods or services provided by successful bidder.

24. Successful bid shall warrant that all items/services shall conform to the requirements and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Qualifications shall be subject to County's approval.

Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to Hidalgo County Head Start Program. Items not picked up within one (1) week after notification shall be deemed a donation to Hidalgo County Head Start Program and may be used or disposed of at Hidalgo County Head Start Program's discretion and without waiver of any other rights of Hidalgo County Head Start Program as to the item's nonconformity.

25. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

26. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of Hidalgo County Head Start Program.

27. Bidder shall provide with the bid response, a list of at least three (3) references where like services have been supplied by their firm. Include the name of the business or government, address, telephone number and name of representative or contact person.

28. Bidder must provide all documentation requested with this Bid in their response. Failure to provide this information may result in rejection of the bid as non-conforming.

HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR SEALED BIDS

“ROOF REPAIRS FOR DONNA I HEAD START CENTER”

EXHIBIT A

REQUIREMENTS

ACKNOWLEDGMENT FORM

SEALED BID
FOR
HIDALGO COUNTY HEAD START PROGRAM
"ROOF REPAIRS FOR DONNA I HEAD START CENTER"
BID NO. 2009-045-11-03

We, as an interested party, agree to the criteria and the requirements of the SEALED BID and have submitted our sealed bid as requested.

All costs involved in submitting this statement to Hidalgo County Head Start Program shall be borne in full by the bidding company.

COMPANY: _____

ADDRESS: _____

AUTHORIZED REPRESENTATIVE: _____

SIGNATURE: _____

TITLE: _____

TELEPHONE: _____ FAX NO. _____

E-MAIL: _____

DATE: _____

The Hidalgo County Head Start Program is seeking to engage REPAIRS. The Procurement Department will receive sealed envelopes containing BID for the provision of "ROOF REPAIRS FOR DONNA I HEAD START CENTER. Sealed Bids will be accepted until 2:00 p.m., Tuesday, November 17, 2009. Any BID received after that time will not be opened and will be returned.

Deliver Submittal to:

RFB Number: 2009-045-11-03

Hidalgo County Head Start Program
Procurement Department
1901 West State Highway 107
McAllen, TX 78504

The submittal Envelope must show the Submittal Number, Name and Opening Date.

The following outlines the Request for Sealed Bid:

SECTION I: GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION: Hidalgo County Head Start Program is requesting that bids be routed to Ambrosio Tovar, Procurement Director, 1901 W. State Highway 107, McAllen, TX 78504. Written questions will be accepted via facsimile (956) 380-4149 no later than Thursday, November 12, 2009 no later than 2:00 p.m. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

CONFLICT OF INTEREST: Submitters must have a "non-conflict of interest" affidavit submitted to the County Clerk's office prior to contract award.

NON-COLLUSION: Submitters, by submitting a signed submission, certify that the accompanying submission is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Texas or United States law.

DAVIS-BACON ACT: Contractor must adhere to Davis-Bacon Act requirements Reports must be submitted timely.

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

OCCUPATIONS CODE: Bids exceeding a cost of $20,000.00 are required to comply with the Occupations Code, Chapter 1001, Section 053, Public Works.

PROCESSING TIME FOR PAYMENT: Submitters are advised that a minimum of thirty (30) is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF BIDS: Hidalgo County Head Start Program Procurement Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY: Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. Hidalgo County Head Start Program will make the final determination as to the vendor's ability.

SUBMITTER DEFAULT: Hidalgo County Head Start Program reserves the right, in case of submitter default, to procure the articles or services from other sources and hold the defaulting vendor responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS: It is the responsibility of the submitter to review the request for qualifications (RFB) packet and to notify the Procurement Department if the specifications are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the specifications or bidding procedures must be received in the Procurement Department not less than seventy-two (72) hours prior to the time set for the opening. These requirements also apply to specifications that are ambiguous.

SEALED BID DELIVERY: Hidalgo County Head Start Program requires submitters, when hand delivering qualifications, to time date and stamp the envelope before depositing it in the bid box.

SIGNING OF BIDS: In order to be considered, all submittals must be signed. Please sign the original in **blue** ink.

WAIVING OF INFORMALITIES: Hidalgo County Head Start Program reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County Head Start Program.

SUBCONTRACTING: The successful submitter may not subcontract the award without the written consent of the Commissioner's Court of Hidalgo County.

SECTION II: REQUIREMENTS

REQUEST FOR SEALED BIDS: The required contents and limitations for the preparation of the BID are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted BID. A total of one (1) original and three (3) copies of the RFB shall be submitted to the address on the cover letter.

Project Overview:
It is the intention of the Hidalgo County Head Start Program to receive BIDS from interested individuals for the purposes of Repair for the centers referenced within.

Contents:
The required contents for the sealed bids are presented below in the order they should be incorporated into the submitted document.

SPECIFICATIONS – GENERAL: All replacement materials must be at minimum, equal to or better than the existing materials

I. **I. - Scope of Services Roofing Repair:** Scope of Repairs include, but may not be limited to the following:

- Remove Existing Shingles
- Remove existing roofing felt
- Remove defective existing valley flashing
- Remove defective / rotten roof plywood
- Remove defective edge flashing
- Replace defective / rotten roof plywood
- Replace defective valley flashing
- Replace defective pipe flashing
- Install new 30 weight roofing felt
- Install new edge flashing, if needed
- Install new 20 year composition shingles
- Remove debris daily from premises
- Must meet Davis Bacon Act requirements
- Must meet occupational code
- Time frame: Project to be completed before 12/31/2009

SITE VISIT:

Bidders must visit the Centers to suggest any other necessary work required to complete the repairs. Bidder shall not be relieved of responsibility for improperly estimating cost of serviced required. The visit must be coordinated in advance with Field Operations Director for the Hidalgo County Head Start Program, or designated representative, at (956) 383-0706 ext. 217.

BILLING SPECIFICATIONS:

All Invoices must be submitted to the Field Operations Department upon satisfactory completion of project. There will be NO Advance Payments.

HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR SEALED BID

“ROOF REPAIRS FOR DONNA I HEAD START CENTER”

EXHIBIT B

BID PAGE

BID PAGE

REQUEST FOR SEALED BIDS
HIDALGO COUNTY HEAD START PROGRAM
"ROOF REPAIRS FOR DONNA I HEAD START CENTER"
November 3, 2009

To: Hidalgo County Head Start Program
Ambrosio Tovar, Procurement Director
1901 West State Hwy 107
McAllen, Texas 78504

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

Respondent acknowledges receipt of all of the pages of the documents referenced in the Request for Sealed Bids Checklist presented in connection with this procurement. Respondent understands that Hidalgo County Head Start Program reserves the right to reject any or all BIDS and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Respondent agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for accepting BID, as contained in the requirements.

Respectfully submitted,

Respondent:_____

Address:_____

_____

By:_____

Printed Name:_____

Title:_____

SELECTION PROCEDURES: The SEALED BID shall be submitted according to the schedule below. The respondent should be able to submit a Cost Bid.

SEALED BID SUBMITTED TO: An original and three (3) copies of Sealed Bid should be submitted to:

Ambrosio Tovar, Procurement Director
Hidalgo County Head Start Program
P. O. Box 0117
Edinburg, TX 78540-0117

BID must be submitted NO LATER THAN 2:00 p.m. on Tuesday November 17, 2009

This is just an example of how to turn in your bid page please submit one per center.

COST:

DONNA I CENTER

Roof Repair Cost: $_____

Other Cost: $_____

Other Cost: $_____

Total Cost: $_____

Bidder's signature indicates an understanding and intent to comply with all Federal state and local regulations associated with implementing a Head Start Program and that the listed bid price will be valid for a period of ninety (90) days.

BIDDER'S NAME:_____

ADDRESS:_____

CITY/STATE/ZIP CODE:_____

PHONE NUMBER:_____FAX NUMBER:_____

AUTHORIZED SIGNATURE:_____

TITLE:_____

DATE:_____

*******It is Mandatory that Bid Page be included in Bid Package*******

HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR SEALED BID

“ROOF REPAIRS FOR DONNA I HEAD START CENTER”

EXHIBIT C

INSURANCE REQUIREMENTS

INSURANCE REQUIREMENTS

Exhibit "C"

The bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor(s) that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this "Repair Contract" and to continue at all times in force in effect during the term of this contract.

Certificates of insurance naming Hidalgo County Head Start Program as an additional insured shall be submitted to Hidalgo County Head Start Program for approval prior to any services being performed by Contract. Each policy of insurance required hereunder shall extend for a period equivalent to or longer than the term of service, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the Hidalgo County Head Start Program prior to the cancellation suspended upon the cancellation or other termination or any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to the Hidalgo County Head Start Program.

The Respondent awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the respondent in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000) per person and Five Hundred Thousand Dollars ($500,000) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000) arising out of the services provided to County hereunder;

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Respondent is specifically exempted from the Texas Workers' Compensation Act, Texas Labor Code Chapter 401, et. seq.

Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

INSURANCE REQUIREMENT ACKNOWLEDGMENT

I,_____authorized representative for_____

Company/Vendor. Hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired upon notification of intent to award bid at the next regularly scheduled Hidalgo County Commissioners' Court; (*An insurance certificate for the required insurance limits shall be provided to the Purchasing Department by no later 9:30 a.m., the morning of the Commissioner's Court meeting, in order to qualify for award of bid and to execute a contract between our Company and the County.)

☐ will acquire additional amount needed to meet the County's requirements upon notification of intent to award bid at the next scheduled Hidalgo County Commissioners' Court; currently carry the following:

Automobile Liability: $_____ General Liability: $_____

(*An insurance certificate for the required insurance limits shall be provided to the Purchasing Department by no later 9:30 a.m., the morning of the Commissioner's Court meeting, in order to qualify for award of bid and to execute a contract between our Company and the County.) OR

☐ have already been met, see attached copy of insurance certificate.

_____ _____

Authorized Representative Date

Notice to Respondent: Failure to provide Certificates of Insurance at Commissioners' Court will cause the bid award to be rescinded and then awarded to next lowest respondent.

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE;

1)Licenses:_____

2)Bonds:_____

3)Certificates:_____

4) Permits:_____

5) Other:_____

Necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County Head Start Program and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, and permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

_____

Authorized Signature Date

_____.

Company

_____.

Address

_____.

City, State, Zip

HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR BIDS

"ROOF REPAIRS FOR DONNA I HEAD START CENTER"

EXHIBIT D

PROPOSER'S AFFIDAVIT

EXHIBIT "D"
PROPOSER'S AFFIDAVIT

PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFILICT OF INTREST, AND ANTI-LOBBYING
FOR "ROOF REPAIRS FOR DONNA I HEAD START CENTER"

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, _____, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or nay of its officials or employees, any of the terms or provisions set forth in their Request fro Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was give.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County Commissioner's Court.

(4) Affiant further States no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

_____

Signature/ Title:

_____

Subscribed and sworn to before me this _____day of _____, 2009.

_____
Notary Public

My Commission expires: _____,

HIDALGO COUNTY
Respondent/Vendor Application

VENDOR NO.: _____ ENTRY DATE:_____.

Complete in print or type. It is the vendor's responsibility to return this application to Hidalgo County Head Start Purchasing Department.

Company Name Telephone No. ( )
Mailing Address Fax No. ( )
City, State, Zip Tax I.D. No.
E-Mail Address: Website Address:
Representative(s) Name(s) & Title(s)
Type of Organization (check one):___ Individual ___ Partnership ___ Corporation __ LLC ___ Other, Specify Federal Identification No. or (if individual) SS No.
State of Incorporation: _____ Other:
Type of Business (check one):____ Manufacturer ____ Wholesaler ____ Retailer____ broker ____ Distributor ____ Service Organization ____ Other, Specify
Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:
Small and/or Disadvantaged Business Information (check application criteria) Small Business: Disadvantaged Business (At Least 51% Ownership) □ Less than 125,000 annual gross receipt □ Black American □ Native American □ Less than 250,000 annual gross receipt □ Hispanic American □ Women □ Less than 499,000 annual gross receipt □ Asian Pacific American □ Other □ More than 500,000 annual gross receipt Have you been certified as a HUB or an MBE/WBE source?: □ Yes □ No Indicate Certification No.(s): _____ or are Certificate(s) attached?: □ Yes □ No
What type of product(s) is/are solicited by your company?: Would you like to be provided with requirements for procurements of such products?: □ Yes □ No

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: □Yes □ No

If yes, by whom? □ State General Services Commission □ Other

Indicate Certification No(s):_____ or Are Certificate(s) Attached:□ Yes□ No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid or RFQ is to be subcontracted with Certified HUB sources?:_____% (List HUB Subcontractor information below).

HUB Subcontractor Name:
HUB Status:

Certifying Agency (Check all applicable): □ State General Services Commission □ Other

Address: _____ City: _____ State: _____ Zip:
Contact Person: _____Title: _____ Phone No.: ( )
Subcontract Amount: $
Description of Work to be performed: _____

HUB Subcontractor Name: _____ HUB Status:

Certifying Agency (Check all applicable): □ State General Services Commission
□ Other

Address: _____ City: _____ State: _____ Zip:
Contact Person: _____Title: _____ Phone No.: ( )
Subcontract Amount: $
Description of Work to be performed:

HUB Subcontractor Name: _____ HUB Status:

Certifying Agency (Check all applicable): □ State General Services Commission □ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____Title: _____ Phone No.: ( )
Subcontract Amount: $_____
Description of Work to be performed: _____

Certification For
Primary Covered Transactions

1. The _____ (Vendor Name) certifies to the best of its knowledge and belief, that it and its principals:

   a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;

   b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

   c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

   d) Have not within a three-year period preceding this request for qualifications had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the _____ (Vendor Name) is unable to certify to any of the statements in this certification, such prospective vendor shall attach an explanation to this RFQ.

Signature:_____

Print Name:_____

Title:_____

Telephone No.:_____ Date: _____

Form **W-9**
(Massachusetts Substitute W-9 Form)
Rev. April 2009

Request for Taxpayer Identification Number and Certification

Completed form should be given to the requesting department or the department you are currently doing business with.

Name (List legal name, if joint names, list first & circle the name of the person whose TIN you enter in Part I-**See Specific Instruction** on page 2)

Business name, if different from above. (**See Specific Instruction** on page 2)

Please print or type

Check the appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶----------

Legal Address: number, street, and apt. or suite no.	**Remittance Address:** if different from legal address number, street, and apt. or suite no.
City, state and ZIP code	**City, state and ZIP code**

Phone # ( ) Fax # ( ) Email address:

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). **However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instruction on page 2.** For other entities, it is your employer identification number (EIN). If you do not have a number, see **How to get a TIN** on page 2.

Note: *If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.*

Social security number
☐☐☐-☐☐-☐☐☐☐
OR
Employer identification number
☐☐-☐☐☐☐☐☐☐

Vendors:
Dunn and Bradstreet Universal Numbering System (DUNS)

DUNS
☐☐☐☐☐☐☐☐☐

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), **and**
2. I am not subject to backup withholding because: **(a)** I am exempt from backup withholding, or **(b)** I have not been notified by the Internal Revenue Services (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or **(c)** the IRS has notified me that I am no longer subject to backup withholding, **and**
3. I am an U.S. person (including an U.S. resident alien).
4. I am currently a Commonwealth of Massachusetts's state employee: (check one): No____ Yes _____ if yes, In compliance with the State Ethics Commission requirements.

Certification Instructions: You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply.

Sign Here **Authorized Signature ▶** **Date ▶**

Purpose of Form

A person who is required to file an information return with the IRS must get your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to give your correct TIN to the person requesting it (the requester) and , when applicable, to:

1. Certify the TIN you are giving is correct (or you are waiting for a number to be issued).
2. Certify you are not subject to backup withholding

If you are a foreign person, use the appropriate Form W-8. See Pub 515, Withholding of Tax on Nonresident Aliens and Foreign Corporations.

What is backup withholding? Persons making certain payments to you must withhold a designated percentage, currently 28% and pay to the IRS of such payments under certain conditions. This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

If you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return, payments you receive will not be subject to backup withholding. **Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester, or
2. You do not certify your TIN when required (see the Part II Instructions on page 2 for details), or
3. The IRS tells the requester that you furnished an incorrect TIN, or
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the Part II Instructions on page 2.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.

HIDALGO COUNTY HEAD START PROGRAM
PROCUREMENT DEPARTMENT
BID TABULATION SHEET

DEPARTMENT NAME: **Hidalgo County Head Start Program**

BID OPENING DATE: **NOVEMBER 17, 2009** | BID OPENING TIME: **2:00 P.M.**

DESCRIPTION OF BID: **"ROOF REPAIRS FOR DONNA I HEAD START CENTER"**

BID NUMBER 2009-045-11-03

BID # RFB#	NAME OF COMPANY		CONTRACTOR'S PRICE	
#1				
#2				
#3				
#4				
#5				
#6				
#7				
#8				

HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR BIDS

"ROOF REPAIRS FOR DONNA I HEAD START CENTER"

EXHIBIT "D"

CONFLICT OF INTEREST

EXHIBIT D

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person Becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person violates Section 176.006 Local Government Code. An Offense under this section is a Class C misdemeanor.

OFFICE USE ONLY
Date Received

1 Name of person doing business with local governmental entity.

2 ☐ Check this box if you are filling an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

_____

Name of Officer

This section (item 3 including subparts A,B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001 (1-a), Local Government Code. Attach additonal pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income other than investment income from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local government entity?

☐ Yes ☐ No

C. Is the filer of the questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____

Signature of person doing business with the governmental entity — Date

EXHIBIT D

DISCLOSURE OF CONFLICT OF INTEREST

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

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

COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE RESPECTIVE PARTICIPANT.

AI-18239 **21.A.**

Acceptance of Donation of Vehicle

CC REGULAR

Date:	11/03/2009
Submitted By:	Emilia Uriegas, SHERIFF DEPT.
Submitted For:	Anacleto Martinez
Department:	SHERIFF DEPT.
Agenda Category:	Sheriff's Office

Information

CAPTION

Approval and Acceptance of donation of one (1) 2010 Ford F150 Pickup Truck from the United States Marshals Service.

BACKGROUND

Funding for the vehicle was made available by the Department of Justice. Pursuant to the Memorandum of Understanding (MOU) between the Hidalgo County Sheriff's Office and the United States Marshals Service, the vehicle is for use by the investigator assigned to the joint law enforcement task forces with the U.S. Marshals Service.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Funding for auto insurance on vehicle will be from General Fund ; maintenance expenses will be funded by the Sheriff's Office budget (Account #1100-421-00-280-001-0.)

Attachments

Link: invoice

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Anacleto Martinez	Anacleto Martinez	10/27/2009 10:13 AM	APRV
2	Budget & Management	Erika Zamora	10/27/2009 10:39 AM	APRV
3	Manuel Chapa	Manuel Chapa	10/28/2009 02:20 PM	APRV
4	Auditor's Office		10/30/2009 04:23 PM	NEW

Form Started By: Emilia Uriegas — Started On: 10/27/2009 09:19 AM

Final Approval Date: 10/30/2009

SPIKES Ford

www.spikesford.net

Spikes Motor Co.
805 East Expressway 83 • Mission, Texas 78573
(956) 585-1601 • Fax (956) 519-8719

DEAL# 94737
STK# AKA27129
CUSTOMER# 1001044

☐ NEW XX ☐ USED ☐ CAR ☐ TRUCK			STOCK NO. AKA27129
BUYER'S NAME: HIDALGO COUNTY SHERRIFFS OFFICE	TELEPHONE HOME: (956)393-6100 OFFICE:		DATE: 10/26/2009
ADDRESS: 711 EL CIBOLO	CITY: EDINBURG	STATE: TX	ZIP CODE: 78541
YR. MAKE: 2010 FORD / MODEL: F150	VIN. #: 1FTEW1C85AKA27129		MILEAGE: 10
COLOR: GRAY / F&I CLOSER: TIJERINA,TJ	SALESPERSON: SANCHEZ,ESTEBAN	SALESPERSON:	

TRADE-IN

YR.____ MAKE____ MODEL____

V.I.N.____ MILEAGE____

L.I.C. #____ MO.____ YR.____ REG. #____

TRADE-IN 2

YR.____ MAKE____ MODEL____

V.I.N.____ MILEAGE____

L.I.C. #____ MO.____ YR.____ REG. #____

MARKET VALUE	$	24975.00
REBATE	$	
DIFFERENCE	$	24975.00
ALL ACCESSORIES	$	N/A
ALLOWANCE	$	N/A
SALES TAX	$	N/A
LIC.	$	N/A
TITLE	$	N/A
**DEALER'S INVENTORY TAX	$	N/A
STATE INSPECTION	$	23.75
*DOCUMENTARY FEE	$	N/A
SUB-TOTAL	$	24998.75
E.S.P.	$	N/A
BALANCE OWED ON TRADE-IN	$	N/A
ADDITIONAL DOWN PAYMENT REC#.____	$	
BALANCE DUE	$	24998.75
LIEN HOLDER		

AT THIS DEALERSHIP

- A customer may obtain their own financing.
- The finance charge may be negotiable.
- The dealership may assign the retail installment contract.
- A person may acquire a retail installment contract or an outstanding balance under a contract from another person on the terms, including the price, to which they agree. No person acquiring or assigning a retail installment or any balance under a contract is acquired, including any discount or difference between the ates, charges, or balance under the contract and the rates, charges, or balance acquired (Finance Code § 348.301).

** **The Dealer's Inventory Tax charge is intended to reimburse the dealer for ad valorem taxes on its motor vehicle inventory. The charge, which is paid by the dealer to the county tax assessor-collector, is not a tax imposed on a consumer by the government, and is not required to be charged by the dealer to the consumer.**

* **A DOCUMENTARY FEE IS NOT AN OFFICIAL FEE. A DOCUMENTARY FEE IS NOT REQUIRED BY LAW, BUT MAY BE CHARGED TO BUYERS FOR HANDLING DOCUMENTS RELATING TO THE SALE. A DOCUMENTARY FEE MAY NOT EXCEED A REASONABLE AMOUNT AGREED TO BY THE PARTIES. THIS NOTICE IS REQUIRED BY LAW.**
UN CARGO DOCUMENTAL NO ES UN CARGO OFICIAL. LA LEY NO EXIGE QUE SE IMPONGA UN CARGO DOCUMENTAL. PERO ESTE PODRIA COBRARSE A LOS COMPRADORES POR EL MANEJO DE LA DOCUMENTACIÓN EN RELACIÓN CON LA VENTA. UN CARGO DOCUMENTAL NO PUEDE EXCEDER UNA CANTIDAD RAZONABLE ACORDADA POR LAS PARTIES. ESTA NOTIFICACIÓN SE EXIGE POR LEY.

The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary revisions in the contract of sale. (La informacion que aparece en la ventanilla de este vehiculo forma parte de este contrato. La informacion contenide en el formulario de la ventanilla anula cualquier prevision que establezca lo contrario y que aparezca en el contrato de venta.) If credit purchase, this is an offer to purchase only. Purchaser offers to purchase vehicle of credit on terms described herein and no contractual relationship is created hereby. This order does not constitute an agreement for the extension of credit. Manufacturer reserves the right to change the price to seller of new vehicles without notice. In the event that the price to seller of the newcar ordered hereunder is so changed, prior to delivery to purchaser, purchaser agrees that the cash delivered price will be changed accordingly. I the purchaser's used car trade-in is not to be delivered to the seller until delivery of the new car the trade-in will be reappraised at that time and purchaser agrees that such reappraised value shall determine the allowance made for such trade-in. Purchaser agrees to deliver the original bill of sale and the title to any trade-in herein along with the delivery of such trade-in and further agrees to execute any and all documents necessary or required to transfer legal title and ownership to seller or its assigns. Purchaser warrants such trade-in to be his property and free and clear of all liens and encumbrances except as otherwise noted herein. Purchaser further warrants that such trade-in has not been salvaged, reconditioned, or flood damaged and that the emission contrals have not been tampered with and are in the condition as originally manufactured, except for ordinary wear, unless so disclosed. 10/26/09

Seller makes no representations concerning fuel economy of the sale unit and any information posted on the sale unit or contained in literature relating to the same reflect the results of test performed, required or prescribed by government agency, upon which seller has relied it is expressly agreed to and understood by purchaser and seller that in the event of a not-credit transaction, seller retains a security interest in the purchased vehicle until such time as purchaser has paid the selller for the vehicle.

Purchasers Signature____ #4159 Sellers Signature____ Date____

AI-18270 **21.B.**

Donation of Canine

CC REGULAR

Date:	11/03/2009
Submitted By:	Emilia Uriegas, SHERIFF DEPT.
Submitted For:	Anacleto Martinez
Department:	SHERIFF DEPT.
Agenda Category:	Sheriff's Office

Information

CAPTION

Presentation for discussion, consideration, and acceptance of a donation of one (1) German shepherd canine to the Sheriff's Office by Mr. Francisco J. Guerrero.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Donation - No Budgetary Impact.
Sheriff dept. account# (9-1100-421-00-280-001-0-XXX) possible funding source for food, maintenance, and other related expenses.

Attachments

Link: donation.canine

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Anacleto Martinez	Anacleto Martinez	10/29/2009 10:01 AM	APRV
2	Budget & Management	Erika Zamora	10/29/2009 12:27 PM	APRV
3	Manuel Chapa	Manuel Chapa	10/29/2009 02:34 PM	APRV
4	Auditor's Office		10/30/2009 04:23 PM	NEW

Form Started By: Emilia Uriegas — Started On: 10/28/2009 11:48 AM

Final Approval Date: 10/30/2009

August 24, 2009

Guadalupe "Lupe" Trevino, Sheriff
Hidalgo County Sheriff's Office
711 E. El Cibolo Road
Edinburg, Texas 78541

Reference: Canine Donation

Dear Sheriff Trevino,

I would like to donate to the Hidalgo County Sheriff's Office a Canine from the Czech Republic, Argo. Argo is a 3-year-old Shepherd bred for police work. The reason I am donating Argo is because, I truly believe and support your efforts to maintaining our County safe.

I believe Argo will be an asset to your Office and will be an added tool to assist your Deputies in performing police functions.

Argo is valued at approximately $6,500.00 and has been totally paid for from Kreative Kennels in San Francisco, California. I am attaching his export pedigree from the Czech Republic.

I do respectfully request and if acceptable to you, that Argo be returned to me upon retirement, separation, impeding medical conditions, disbanding of K9 unit, or any separation from the Sheriff's Office, for Argo to please be returned to me for safe care.

If I may be of further service, please do not hesitate to contact me; my cellular is 956-793-4807.

Respectfully,

Francisco J. Guerrero
12513 Bail Bond Drive
Edinburg, Texas 78541

FG/mg

Záznamy plemenné knihy a bonitační komise.

Změny majitelů (při předání psa ihned zaznamenat):

dne	jméno a adresa majitele	podpis prodávajícího
	Svobodová Lenka, Bruntálská 82	
1.	794 01 Krnov	J.Koudelová jv.
5.4.09	Michael Osmundson, 12730	
2.	Valley Home Road, Oakdale	
	953 61 CA, USA	
3.		
4.		
5		

Potvrzení o předání výkonnostního a výstavního čísla:
(nedílná součást průkazu původu označená číslem průkazu a tetovacím číslem)

Vydán 5.4.09 — místo rozhodčí, pořádající organizace — podpis, razítko

Výtah z chovatelského zápisního řádu:

Průkaz původu je veřejnou listinou a je neplatný na jiného psa. Padělání, zneužití nebo jakékoliv provádění změn je trestné a činí ho neplatným.

Zápisy do průkazu původu může provádět pouze plemenná kniha. Výjimkou jsou záznamy (pouze v příslušných kolonkách) týkající se podpisu chovatele, změn majitele, záznamu veterinárního lékaře, vydání výkonnostního a výstavního průkazu, bonitační komise nebo rozhodčího.

Každá změna vlastnictví chovného jedince nebo jeho úhyn musí být do 15 dnů oznámena chovatelskému klubu a plemenné knize. Za ztracený nebo zničený průkaz původu lze po zveřejnění v kynologickém tisku vystavit duplikát. Za poškozený průkaz původu je možno vystavit přepis.

Bez potvrzení plemenné knihy a podpisu chovatele je průkaz původu neplatný.

Všem přenášečům plemene se doporučuje členství v chovatelském klubu plemene, protože prostřednictvím klubu a jeho zpravodajů je možné vytvořit odpovídající podmínky pro výchovu, držení, výcvik a dosažení splnění podmínek, které jsou pro chov předepsány.

Veterinární záznamy:

RTG [illegible]

Opa [illegible]

Českomoravská kynologická unie

člen Fédération Cynologique Internationale FCI

EXPORT PEDIGREE

PRŮKAZ PŮVODU PSA

potvrzení plemenné knihy — J.Koudelová v.r. — podpis chovatele

Vydal Český kynologický svaz člen FCI prostřednictvím Českomoravské kynologické unie

Plemeno (Rasse): **Německý ovčák** / Deutscher Schäferhund

Pohlaví (Geschlecht): pes

Barva (Farbe): vybarvy

DUPLIKÁT

Jméno a registrační značka (Name und Eintragungsnummer): **Argo z Dobřečovské školy**

Č. zápisu (Eintragungs-Nr.): **CMKU/DS/60314/06**

Barva srsti (Farbe): vlkošedá

Druh srsti (Haarart): krátká

Tetovací č.: 68533 (Tätowier-Nr.)

Datum narození (Geburtsdatum): 13.03.2006

Chovatel (Züchter): **KOUDELOVÁ Jiřina Dobřečov 50, 793 44 HORNÍ MĚSTO**

V Praze dne: 03.04.2009, Marie TOCHÁČKOVÁ

I. generace	II. generace	III. generace	IV. generace
R.CAC,V.tř. **Frank** **Anrebri** CMKU/DS/44530/02/03 výborný HD a(0/0), DNA gpr. IPO 3,SchH-A,SchH 3,ZM, ZVV 1 1.tř.doživotně 5Y1/P celočerná Sourozenci: Fraje; velmi dobrý; IPO 3,SchH 3; HD a(1/0); 2.tř.2008-2009, 7V1/P] Francis; velmi dobrý; ZM,ZVV 1,IPO 1; HD a(0/0); 1.tř.2005-2006, 5Y1/P	C.I.B.,Nejl.vet.,Champ.ČR, Champ.SR,Veter.CH.,BOB, 2*CACIB,3*R.CACIB,5*CAC, R.CAC,6*ÚM ČR,ÚM MSKS **Frankie** **Anrebri** CMKU/DS/33017/98/99 výborný, HD a normal DNA SchH-A,IPO 3,SchH 3,ZPS 1, FH 1,ZVV 1 1.tř.doživotně, 5VQ1/P vlkošedá	**3*ÚM ČR Majk** **Anrebri** ČKS/DS/09834/92/95 velmi dobrý, HD a(0/0) 2.tř. 2000-2001, 5CI1/P IPO 3,SchH 3,SchH-A,OP 1	**2*ÚM ČR ZP Arys** **z Trávníčkova dvora** ČKSP:32079/83/87 **ÚPM Britta** **z Knihovského údolí CS** ČKSP:43583/88
		Fixi **od Policie CS** ČKSP:12574/93 velmi dobrý, HD a(2/0) 2,třída doživotně 5V1/P IPO 2,ZVV 1	**Iro** **z Pohraniční stráže** ČKSP:396-90-88/90 **Luka** **SNB CS** ev.č.:2947
	Píďa **Anrebri** CMKU/DS/37790/99/01 velmi dobrý, HD a(0/0) DNA ZVV 1 1.tř.2005-2006, 5V1/P vlkošedá	**Xero** **z Pohraniční stráže** CMKU/DS/29846/97/99 velmi dobrý, HD a(0/0) 1.tř.doživotně 5JVQ1/P IPO 3,SchH 2	**5*ÚM ČR Grim** **z Pohraniční stráže** ČKS/DS/12282/92/95 **Lenka** **Clo CS** ČKSP:11708/92/95
		Gita **z Tachovské řeky** CMKU/DS/26085/96/99 velmi dobrý, HD a(0/0) 1.tř. 2000-2001, 5CU1/N ZM,ZVV 1	**Ix** **z Pohraniční stráže** ČKSP:2-90/87/90 **Geta** **ze Zlatáku** ČKSP:04777/91/94
ÚM MSKS **Preia** **ze Slovanského domu** CMKU/DS/48211/03/05 výborný HD a(1/1) RH-E,IPO 3,ZZZ,ZZP 2, ZVV 2,SchH 1 1.tř.2009-2010, 5JVQ1/P vlkošedá Sourozenci: Faun; HD a(1/0);] Fedor;] Frederick;] Fabio;] Frost; velmi dobrý; ZZP 2,RH-E,ZVV 2,SchH 1,ZTO 1,IPO 3; HD a(0/0); 2.tř.doživotně 4CX1/P] Floreta:	ÚM ČR **Hirohito** **Vikar** CMKU/DS/35205/98/00 velmi dobrý, HD a normal IPO 3,ZPS 1,SchH 3,SchH-A, ZVV 2,FH 2 2.tř.doživotně, 5VQ1/P vlkošedá	**3*ÚM ČR Arno** **od Vlašimské brány** CMKU/DS/23086/95/97 velmi dobrý, HD a(0/0) 2.tř.doživotně 5CV1/P IPO 3,SchH 3,ZV 1	**Agbar** **Sotokan CS** ČKS/DS/13379/93/94 **Káťa** **Anrebri** ČKSP:08326/92/95
		Arlet **z Mrá Miku** CMKU/DS/29274/97/98 velmi dobrý, HD a(0/0) 2.tř.doživotně 4DKU1/N ZVV 1	**5*ÚM ČR Grim** **z Pohraniční stráže** ČKS/DS/12282/92/95 **Chyta** **Boženka CS** ČKS/DS/14111/93/95
	Areta **Balgaro** CMKU/DS/35983/99/01 velmi dobrý, HD a(0/0) IPO 2,SchH 1,ZVV 1 2.tř.doživotně 4KXQ1/P černá,znaky	**Ori** **z Danaru** ČKS/DS/16197/93/95 velmi dobrý, HD a(0/0) 2.tř.doživotně 5CVQ1/N ZV 2	**Cordon** **An-Sat CS** ČKSP:61147/86/92 **Adela** **Venušina sopka** ČKSP:02122/92
		Cedra **Laryk CS** ČKS/DS/21556/94/98 dobrý, HD a(0/0) 2.tř.doživotně 4CX1/N ZM,ZVV 1	**Ilx** **Hronovský pramen** ČKSP:08157/93 **Bela** **Hlhrak** ČKSP:R0995/92

140372

AI-18244 **22.A.**

Open Cut - Inspiration Road

CC REGULAR

Date:	11/03/2009
Submitted By:	Sandra Garcia, RIGHT OF WAY DEPT.
Submitted For:	Joe Pena
Department:	RIGHT OF WAY DEPT.
Agenda Category:	Right of Way

Information

CAPTION

The City of Mission:
Consideration, action and/or approval of open cut across Inspiration road approximately 360' north of Mile 3 Road - Proposed open cut to install an 8" sewer line.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No budgetary impact

Attachments

Link: Permit

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	10/27/2009 02:12 PM	APRV
2	Olga Garza	Olga Garza	10/27/2009 03:48 PM	APRV
3	Auditor's Office	Linda Fong	10/30/2009 03:04 PM	APRV
4	Purchasing Department	Marty Salazar	10/30/2009 03:30 PM	APRV

Form Started By: Sandra Garcia — Started On: 10/27/2009 01:57 PM

Final Approval Date: 10/30/2009

REVISED JANUARY 2009

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

That the County of Hidalgo, Texas, acting by and through its Commissioners' Court, by virtue of motion and resolution introduced and adopted by said Commissioners' Court on the 3rd day of November, 2009 does by these presents **GRANT, GIVE AND RELINQUISH TO**: The City of Mission hereinafter called Permittee, of the County of Hidalgo, Texas, the Right, Privilege and Authority to construct, reconstruct, lay and maintain a 8 inch sanitary sewer line; said line to be constructed of PVC material along the following public road easement held by the Hidalgo County of Hidalgo, Texas upon the conditions, obligations, and requirements as hereinafter set forth, said public road upon which said sanitary sewer line is to be constructed, reconstructed, laid and maintained, **described as follows**:

An 8" PVC sanitary sewer line to be constructed across Inspiration Road (open cut) approximately 360 feet north of Mile 3 Road.

The granting, giving and authorizing of permission for the said aforenamed Permittee to so construct, reconstruct, lay and maintain a 8" sanitary sewer line along the above described public road being conditioned that Permittee agrees that:

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

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

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

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

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

6. In the event that the Commissioners' Court of Hidalgo County gives the Permittee permission to cut, burrow and bore beneath the said public road or roadway, the Permittee will replace the road in the same condition as it was, which will require a refill of the ditch caused by installation of the pipe, tamping, and a waiting period of approximately sixty (60) days to allow for proper settling and then a replacement of the surface, if required. The Permittee will notify the County Commissioner of the Precinct in which the construction project is located upon the completion of the refill above mentioned and the County Commissioner will make such inspections as he deems necessary at that time, at the expiration of said sixty (60) day period and after resurfacing has been made to determine if the work has been done properly. Permittee will comply with such requirements in replacing said road as the County Commissioner concerned may require.

7. In the event Hidalgo County, Texas, the State Department of Highways and Public Transportation or any other municipality then constructing, reconstructing, maintaining or any other municipality then constructing, reconstructing, maintaining and operating said public road should, in the orderly course of its construction, reconstruct and/or repairing and maintaining of said road, deem it advisable to relocate said pipeline or to have same removed from said right of way entirely, then the Permittee covenants and obligates itself to remove and relocate said pipeline or to remove same entirely from right of way at its own expense, such removal or relocation to be done at the will and pleasure of the County of Hidalgo, Texas, the State Highways and Public Transportation or any other municipality that may be constructing, maintaining and operating said public road, which convenants, obligations and agreements shall be binding on Permittee, its successors and assigns and should Permittee, upon being given fifteen (15) days written notice to remove or relocate said pipelines by and of the aforementioned agencies, then the agency constructing, reconstructing, maintaining and operating said public road may thereupon remove same and be absolved and any responsibility and liability resulting from damage to said pipeline or injuries to Permittee, its successors and assigns as a result of removing same. By the acceptance of this granting of permission to lay, construct and maintain said pipelines, Permittee fully assumes responsibility and obligates itself to perform in its entirely the convenants, obligations and requirements hereinbefore set out.

8. It is understood and agreed that in the event a leak should develop in said pipeline, and upon being notified by the County of Hidalgo, Texas, acting, through any of its authorized agents and representatives, the Permittee will immediately repair and/or replace the injured or damaged section of said pipeline without delay.

9. It is expressly understood and agreed that no representation is made that the County of Hidalgo, Texas is the owner in fee or holder of an easement over and across the public road right of way in question and under consideration, and Permittee shall fully satisfy itself of the right to enter upon said land for the purposes of laying, constructing and maintaining of said pipeline so far as the fee owner thereof is concerned. The County of Hidalgo, Texas shall be by Permittee hold blameless from any damages or injuries occasioned by the entry and acts of Permittee as a result of the construction, maintenance and operation of said pipeline, and Permittee assumes full responsibility and liability for any damages or injuries arising or occasioned therefrom. In the event that legal action is brought against the County of Hidalgo with regard to such entry and acts of Permittee, the Permittee agrees to defend such action at its own cost and agrees to pay all court costs and attorney's fees incident thereto.

10. Permittee, in consideration of the County of Hidalgo, Texas granting and permitting the installation, construction, laying and maintaining the aforedescribed pipeline over, along or across County's public road as hereinbefore before set forth, agrees to defray the expense of a supervisor designated by the Commissioner of the Precinct in which said roads are situated, which said supervisor, acting as the agent of the County, shall have the right, during the construction, laying installation or in maintenance thereof of

said pipeline, to assure the County that said work of constructing, laying or maintaining of said line, including the removal and replacement, is all done in accordance with the provisions of the permit, and failure of Permittee to so perform as provided therein shall constitute grounds, at the election of Permitter, to terminate this contract and agreement instantly.

11. This permit will expire approximately (1) year to the day it was approved through the County Commissioners Court of Hidalgo County, Texas.

WITNESS our hands this the 3rd Day of November, 20 09.

_____
COUNTY JUDGE

_____
COMMISSIONER, PRECINCT NO. 1

_____
COMMISSIONER, PRECINCT NO. 2

_____
COMMISSIONER, PRECINCT NO. 3

_____
COMMISSIONER, PRECINCT NO. 4

Roberto Salinas, P.E., City Engineer of Permittee, City of Mission
(Printed Name of Agent) (Company Name)
1201 E. 8th Street, Mission, Texas 78572 (956) 580-8672 F: (956) 580-8680
(Address / Phone / Fax)

in the aforementioned permit, does hereby accept the granting of same upon the terms, conditions and agreements, covenants and obligations as set forth therein, and agrees that same shall be fully binding upon the Permittee, its successors and assigns.

WITNESS my hand this the 26 Day of OCTOBER, 2009.

BY: _____
Signature

City Engineer
Title

STATE OF TEXAS §

COUNTY OF HIDALGO §

BEFORE ME, the undersigned authority, a Notary Public in and for Hidalgo County, Texas, on this day personally appeared JUAN D. SALINAS, III, County Judge of Hidalgo County, Texas and SYLVIA HANDY, HECTOR PALACIOS, JOE M. FLORES and OSCAR L. GARZA Commissioners of Hidalgo County, Texas known to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, 2009.

_____
Notary Public, State of Texas

My Commission Expires:

STATE OF TEXAS §

COUNTY OF HIDALGO §

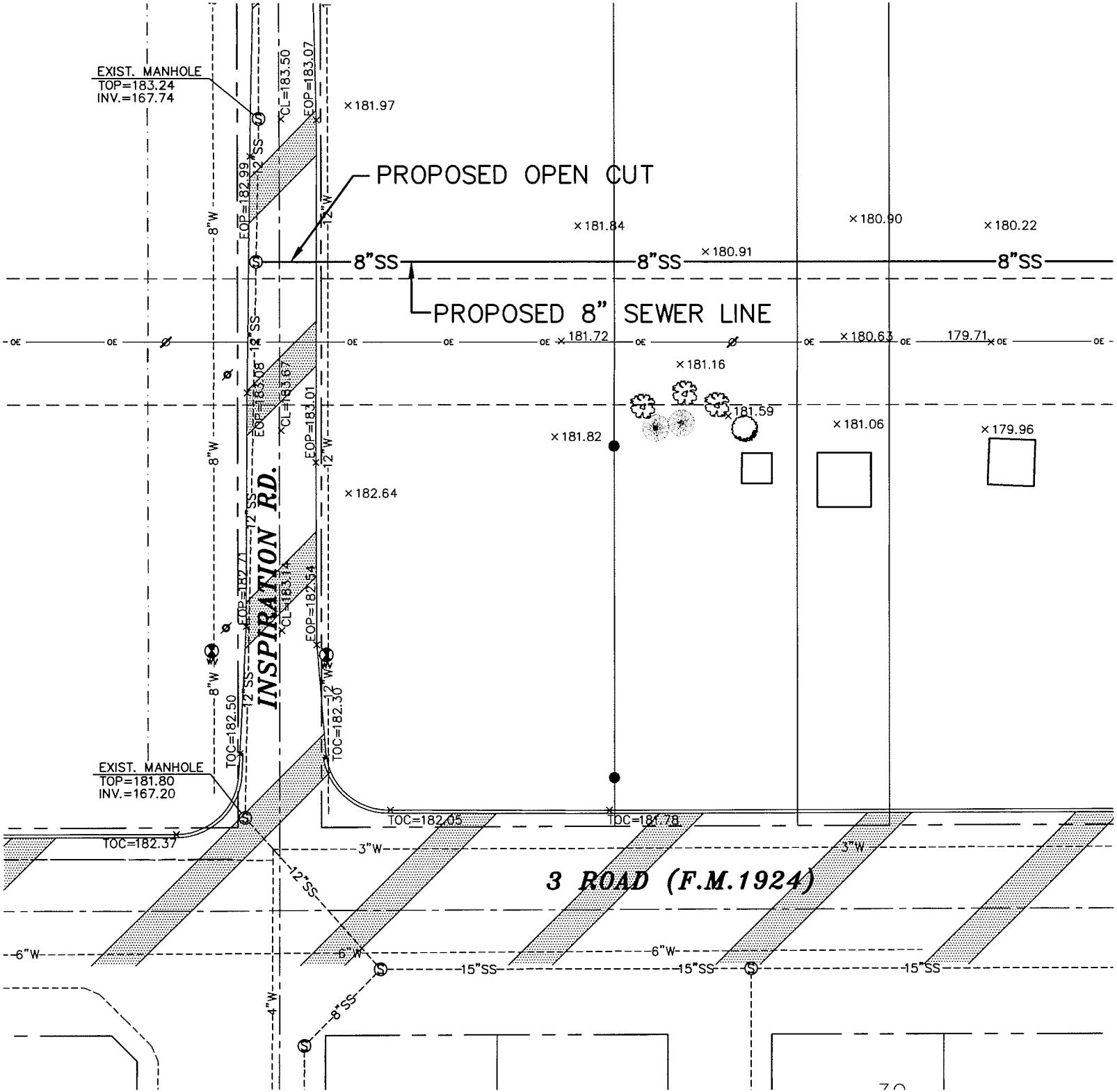
BEFORE ME, the undersigned authority, a Notary Public in and for Hidalgo County, Texas, on this day personally appeared Roberto Salinas, P.E., Agent of City of Mission known to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 26th day of October, 2009.

ANNA BERTA CARRILLO
Notary Public
STATE OF TEXAS
My Comm. Exp. 01-26-2013

Anna Carrilla
Notary Public, State of Texas

My Commission Expires: 01/26/2013


EXIST. MANHOLE
TOP=183.24
INV.=167.74
PROPOSED OPEN CUT
PROPOSED 8" SEWER LINE
8"SS
8"SS
8"SS
INSPIRATION RD.
3 ROAD (F.M.1924)
EXIST. MANHOLE
TOP=181.80
INV.=167.20
TOC=182.50
TOC=182.30
TOC=182.37
TOC=182.05
TOC=181.78
CL=183.50
EOP=183.07
EOP=182.99
CL=183.08
CL=183.67
EOP=183.01
CL=183.31
EOP=182.71
EOP=182.54
181.97
181.84
180.91
180.90
180.22
181.72
180.63
179.71
181.16
181.59
181.82
181.06
179.96
182.64
8"W
12"W
12"SS
3"W
6"W
15"SS
4"W
8"SS

AI-18334 **23.A.**

Approval for Hidalgo County Judge Rene A. Ramirez's Offfical Bond
CC REGULAR

Date: 11/03/2009
Submitted By: Delia Rodriguez, COUNTY CLERK
Department: COUNTY CLERK
Agenda Category: County Clerk

Information

CAPTION

Approval of Hidalgo County Judge Rene A. Ramirez's Official Bond.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No budgetary impact.

Attachments

Link: Copy of Order Approving Bond

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	10/30/2009 10:41 AM	APRV
2	Sylvia Solis	Sylvia Solis	10/30/2009 01:04 PM	APRV
3	Auditor's Office		10/30/2009 04:23 PM	NEW

Form Started By: Delia Rodriguez — Started On: 10/30/2009 09:18 AM

Final Approval Date: 10/30/2009

ORDER APPROVING BOND

THE STATE OF TEXAS

COUNTY OF HIDALGO

The foregoing bond of **Rene A. Ramirez as Hidalgo County Judge** in and for the

County of Hidalgo and State of Texas, this day approved in open Commissioners' Court.

Dated this the 3rd day of November 2009.

_____

J.D. Salinas, III
Hidalgo County Judge

Attest:

_____

Arturo Guajardo, Jr.
Hidalgo County Clerk

CERTIFICATE

THE STATE OF TEXAS

COUNTY OF HIDALGO

I, Arturo Guajardo, Jr. Clerk of the Court in and for said County and State of Texas, do hereby certify that the foregoing bond of **Rene A. Ramirez** dated the 3rd day of November, 2009 was filed for record in my office on the 3rd day of November, 2009.

WITNESS my hand and the seal of said Court at my office in Edinburg, Texas, the day and year last above written.

_____

Arturo Guajardo, Jr.
Hidalgo County Clerk

AI-18231 **24.A.**

Pct.2 R&B - Creation of Data Entry Clerk II position and deletion of Office Coordinator position- REF: AI 18232

CC REGULAR

Date:	11/03/2009
Submitted By:	Sylvia Solis, BUDGET & MANAGEMENT
Submitted For:	Yolanda Cisneros
Department:	BUDGET & MANAGEMENT
Agenda Category:	Precinct #2

Information

CAPTION

R&B (1202) - (AI-18232):
1. Approval to delete one (1) vacant regular full-time Office Coordinator position, slot no. 0015, budgeted salary $31,770.90.
2. Approval to create one (1) regular full-time Data Entry Clerk II position, slot no. 0080, budgeted salary $29,233.00.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1202-431-00-122-006-0-XXX

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

BUDGETARY IMPACT:

Funds available from deleted position. Refer to AI-18232.

Attachments

Link: Fiscal Note

Link: PAR

Link: Job Description

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Sylvia Solis	Sylvia Solis	10/27/2009 02:43 PM	APRV
2	Budget & Management	Erika Zamora	10/27/2009 02:57 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	10/28/2009 10:56 AM	APRV
4	Auditor's Office	Linda Fong	10/30/2009 03:06 PM	APRV
5	Purchasing Department	Marty Salazar	10/30/2009 03:20 PM	APRV

Form Started By: Sylvia Solis Started On: 10/26/2009 01:00 PM

Final Approval Date: 10/30/2009

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: Raul Silguero Jr., Budget Officer
CC Date: Tuesday, November 03, 2009 **Agenda Item:** 18231 & 18232

Summary of request/proposal:
Pct. 2 - R&B Department is requesting approval to delete one (1)vacant regular full-time Office Coordinator position, slot no. 0015, budgeted salary $31,770.90 and create one (1) regular full-time Data Entry Clerk II position, slot no. 0080, budgeted salary $29,233.00.

Fund	Position	Slot#	Obj	Current Budgeted Salary	Adjustment Requested	Total Requested
1202	Office Coordinator	0015	113	31,770.90	0.00	(31,770.90)
1202	Data Entry Clerk II	0080	113	0.00	29,233.00	29,233.00
				31,770.90	29,233.00	(2,537.90)

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
9-1202-431-00-122-006-0	113	Pct. 2 R&B -	REG F/T EMPLOYEES	($418.12)
9-1202-431-00-122-006-0	211	Pct. 2 R&B -	HEALTH INSURANCE	
9-1202-431-00-122-006-0	212	Pct. 2 R&B -	LIFE INSURANCE	
9-1202-431-00-122-006-0	220	Pct. 2 R&B -	FICA	($31.99)
9-1202-431-00-122-006-0	230	Pct. 2 R&B -	RETIREMENT	($37.71)
9-1202-431-00-122-006-0	250	Pct. 2 R&B -	UNEMPLOYMENT COMP	($2.09)
9-1202-431-00-122-006-0	260	Pct. 2 R&B -	WORKER'S COMP	
			2009 Budgetary Impact	($489.91)

2010 Budgetary Impact: **($2,973.66)**

Possible Funding Sources: FUNDS (1202) FROM DELETED POSITION

Budget Office Recommendation:

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER:
HIDALGO COUNTY PRECINCT #2/122

DATE:
10/19/2009

CURRENT POSITION TITLE:
n/a

CURRENT SLOT. #:
0080

REQUESTED POSITION TITLE:
(For new positions or reclassifications)
DATA ENTRY CLERK II

REQUEST FOR:

[X] New Position [ ] Temporary Position [ ] Position Reclassification* [ ] Other _____

*Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST:

Salary Amount: $ 0.00 (Current Budgeted Salary) $ 29,233.00 (Proposed Budgeted Salary) $ 29,233.00 (Net Change)

Position to be funded from one of the following:

[X] Current Department Budget [ ] Annual Budget Cycle [ ] Will Require Additional Funds

[ ] Other Funds from Deleted position.

POSITION Type:

Full Time Employee Object 113 [X] Part Time Employee Object 114 [ ]

Full Time Temporary Object 121 [ ] Part Time Temporary Object 122 [ ]

Enter hourly rate for temp. positions

$ _____

Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

CIVIL SERVICE:		FLSA:	
Exempt	[ ]	Exempt	[ ]
Non-Exempt	[X]	Non-Exempt	[X]
N/A	[ ]		

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)

EMPLOYEE WILL BE CHARGE OF FORMATTING PROGRAMS, TRANSCRIBES SOURCE DOCUMENTS TO MACHINE - ACCEPTABLE FORMATS.

NEW POSITION: Brief job description and attach a copy of the new job description.

PLEASE SEE JOB DESCRIPTON

POSITION RECLASIFICATION: Explain change and /or increase in duties and responsibility. (Attach new job description)

ADDITIONAL DUTIES: Explain reason for additional duties and attach list of additional duties.

COMMENTS: (Any comments you wish to make regarding this request)

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1. DEPARTMENT HEAD	10/19/2009 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☐ NO
2. HUMAN RESOURCES DIRECTOR	10/22/2009 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3. DEPARTMENT OF BUDGET & MANAGEMENT	10/22/2009 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4. COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER:
Pct. 2 – R&B (122-006)

DATE:
October 21, 2009

CURRENT POSITION TITLE:
OFFICE COORDINATOR

CURRENT SLOT. #:
0015

REQUESTED POSITION TITLE:
N/A

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☒ Other DELETION OF POSITION

*Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST:

Salary Amount: $ 31,770.90 (Current Budgeted Salary) $ 0.00 (Proposed Budgeted Salary) $ (-$31,770.90) (Net Change)

Position to be funded from one of the following:

☒ Current Department Budget ☐ Annual Budget Cycle ☐ Will Require Additional Funds

☐ Other _____

POSITION Type:

Full Time Employee Object 113 [X] Part Time Employee Object 114 [ ]

Full Time Temporary Object 121 [ ] Part Time Temporary Object 122 [ ]

Enter hourly rate for temp. positions

$ _____

Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

CIVIL SERVICE:		FLSA:	
Exempt	[ ]	Exempt	[ ]
Non-Exempt	[X]	Non-Exempt	[X]
N/A	[ ]		

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)

THE DEPARTMENT HAS GREATER NEED FOR A DATA ENTRY CLERK II POSITION TO ASSIST WITH FORMATTING PROGRAMS,

HENCE WE ARE PROPOSING TO DELETE SAID POSITION AND CREATE A DATA ENTRY CLERK II POSITION.

NEW POSITION: Brief job description and attach a copy of the new job description.

N/A

POSITION RECLASIFICATION: Explain change and /or increase in duties and responsibility. (Attach new job description)

COMMENTS: (Any comments you wish to make regarding this request)

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	DATE 10/21/2009	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	DATE 10/22/2009	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	DATE 10/22/2009	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

Delete

HIDALGO COUNTY
ROAD & BRIDGE
PAVED/UNPAVED

JOB TITLE: Office Coordinator FLSA STATUS: NON-EXEMPT

DEPARTMENT: 122 CIVIL SERVICE STATUS: NON-EXEMPT

SUMMARY

ESSENTIAL DUTIES AND RESPONSIBILITIES

- Perform oversight of clerical activities and coordinate all office activities.
- Assist office staff with any and all on-going projects.
- Serves and supervised under the direction of the Precinct Commissioner.
- Reviews correspondence and answers written inquires relating to the status of certain aspects of Precinct functions.
- Assist Colonias Projects staff with monitoring and coordination.
- Answers routine telephone inquiries concerning operation of the Precinct.
- Assist Commissioner and Department heads in a variety of administrative-detail matters.
- Assist Commissioner with the flow and status of Precinct Interlocal Agreements.
- Represent Commissioner at meetings or/and other functions.
- Performs other assignments as deemed necessary.
- Ability to work well with others.
- Regular attendance is a must.
- Researches and troubleshoots office related problems-facility maintenance and overall operation of the precinct.
- Ability to understand, follow and give oral and written instructions.

QUALIFICATION REQUIREMENTS

EDUCATION and/or EXPERIENCE

CERTIFICATES, LICENSES, REGISTRATIONS

OTHER SKILLS AND ABILITIES

PHYSICAL DEMANDS

WORK ENVIRONMENT

SAFETY REQUIREMENTS

ACCIDENT PREVENTION PROGRAM

New

HIDALGO COUNTY
ROAD & BRIDGE
PAVED/UNPAVED

JOB TITLE: Date Entry Clerk — FLSA STATUS: NON-EXEMPT

DEPARTMENT: 122 — CIVIL SERVICE STATUS: NON EXEMPT

SUMMARY

This is a position that involves limited independent judgment. Duties include performing clerical work requiring application of various work methods and procedures, and familiarity with departmental functions, policies, and practices.

ESSENTIAL DUTIES AND RESPONSIBILITIES

- Checks, analyzes, and classifies or alphabetizes materials and office files, conducting limited research when necessary.
- Makes simple postings to various departmental work orders into Excel and other programming applications.
- Prepares reports involving tabulations or posted data and simple arithmetical calculations.
- Indexes records and information.
- May act as receptionist or telephone switchboard operator or as backup for such a position.
- May operate scanning equipment, adding machine, calculator, copier and/or other office machines.
- Regular attendance is a must.
- Ability to work well with others.

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 functions.

EDUCATION and/or EXPERIENCE

- High School diploma or General Education degree (GED) preferred;
- At least six (6) months experience in clerical work.
- Any equivalent combination of experience and training, which provides the required knowledge, skills and abilities to perform duties.

CERTIFICATES, LICENSES, REGISTRATIONS

- Must possess a valid Texas Motor Vehicle Operator's License;
- Must have liability insurance.

OTHER SKILLS AND ABILITIES

- Working knowledge of business English, spelling and arithmetic; office practices and procedures; departmental rules and regulations.
- Ability to understand and carry out oral and written instructions and to request clarification when needed.
- Ability to maintain established records and files.
- Ability to meet the public well and to deal effectively with their questions or problems, seeking assistance when needed.
- Ability to establish and maintain effective working relationships with co-workers, employees, and officials in other departments.
- Ability to communicate effectively orally and in writing.
- May be required to type accurately at a speed of at least 35wpm and/or operate a calculator by touch.
- Employee may be assigned other duties in addition to those listed; duties may change according to the changing needs of 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. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

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 stand; walk; reach with hands and arms; and stoop, kneel, crouch, or crawl.

The employee must occasionally lift and/or move up to 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. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

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

Maintain mental capacity which permits:

- Making sound decisions and using good judgment
- Demonstrating intellectual capabilities

AI-18353 **24.B.**

Interlocal Agreement between County of Hidalgo and City of Pharr regarding Sioux Rd.

CC REGULAR

Date:	11/03/2009
Submitted By:	Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Department:	COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category:	Precinct #2

Information

CAPTION

Approval of Interlocal Agreement between County of Hidalgo and City of Pharr regarding Sioux Rd.

BACKGROUND

As per Humberto - Mercedes from Atlas & Hall ensures that the Agreement will be ready on Monday.

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	10/30/2009 02:38 PM	APRV
2	Roland Garcia	Rolando Garcia	10/30/2009 03:33 PM	APRV
3	Auditor's Office		10/30/2009 04:23 PM	NEW
Form Started By: Monica Badillo			Started On: 10/30/2009 02:33 PM	
Final Approval Date: 10/30/2009				

AI-18233 **25.A.**

Request for new Inventory Control Specialist position- Ref: AI 18234
CC REGULAR

Date:	11/03/2009
Submitted By:	Rosie Cantu, BUDGET & MANAGEMENT
Submitted For:	Commissioner Precinct No. 3
Department:	BUDGET & MANAGEMENT
Agenda Category:	Precinct #3

Information

CAPTION

R&B (1203) - (AI-18234):
Approval to create one (1) regular full-time Inventory Control Specialist position, slot no. 0073, budgeted salary $38,000.00 per year.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1203-431-00-123-005-0-260

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

BUDGETARY IMPACT:

Available funds as of 10-26-2009

Attachments

Link: Job Description

Link: PAR

Link: Fiscal Note

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Rosalinda Cantu (Originator)	Rosie Cantu	10/27/2009 10:50 AM	APRV
2	Budget & Management	Erika Zamora	10/27/2009 12:20 PM	APRV
3	Sylvia Solis	Sylvia Solis	10/27/2009 03:30 PM	APRV
4	Auditor's Office	Linda Fong	10/30/2009 03:08 PM	APRV
5	Purchasing Department	Marty Salazar	10/30/2009 03:29 PM	APRV

Form Started By: Rosie Cantu Started On: 10/26/2009 02:25 PM

Final Approval Date: 10/30/2009

HIDALGO COUNTY
PURCHASING DEPARTMENT

Job Title:	**Inventory Control Specialist**	**FLSA Status:**	**Non-Exempt**
Dept No:	123	**Civil Service Status:**	**Non-Exempt**

ESSENTIAL DUTIES AND RESPONSIBILITES:

- Maintains inventory files and Precinct Level, pertaining to A.) Roadways, B.) Building, C.) Machinery and Equipment, and D.) other structures such as parks and landfills;
- Coordinates with R&B personnel, management, and precinct accounting section, to compile information pertaining to roadway construction i.e. (ROW acquisitions, and roadway paving/improvements)
- Obtains pertinent information for all roadway projects financed with Hidalgo County, Urban County, Colonia Access Program Grants, Capital Improvement Projects Funding, and Subdivision Roadways dedicated to the County;
- Capture information pertaining to Roadway Projects by operating a GPS device and generates progress reports;
- Maintains logbook to record location and assignment of Machinery, Vehicles, and other equipment to precinct personnel;
- Ensures that all Machinery and Equipment is properly tagged and accounted for;
- Prepares monthly reports to be submitted to County Purchasing Department/Fixed Assets Division, pertaining to Roadway constriction, Inventory confirmations of equipment, reports on losses, transfers to surplus or to other County Departments;
- Will gather documentation for all Precinct vehicles and submit to Purchasing Department – Fixed Asset Division;
- Works in coordination with Precinct Management, Accounting and Roadway Forman to obtain all necessary information to produce timely and complete reports;
- Obtaining additional information on extra territorial jurisdiction roadway annexation by cities on a quarterly basis to the fixed asset division;
- Provide all properly prepared and signed asset transfer forms;
- Any other duties as assigned;

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;

2009 OCT 26 PM 1 45
BUDGET OFFICE
HIDALGO COUNTY

Approved 2001

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;

Maintain mental capacity which permits:

- making sound decisions and using good judgment;
- 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;

Approved 2001

2009 OCT 26 PM 1 45
BUDGET OFFICE
MIDALGO COUNTY

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: Enter department Name
Hidalgo County Precinct #3/123 R&B

DATE: Enter Date
October 23, 2009

CURRENT POSITION TITLE: Enter position Title

CURRENT SLOT. #: Enter current
005-073

REQUESTED POSITION TITLE: Enter New Position Title
(For new positions or reclassifications)
Inventory Control Specialist

REQUEST FOR:

■ New Position ☐ Temporary Position ☐ Position Reclassification* ☐ Other _____

*Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST:

Salary Amount: $ -0- (Current Budgeted Salary) $ $38,000.00 (Proposed Budgeted Salary) $ 38,000.00 (Net Change)

Position to be funded from one of the following:

■ Current Department Budget ☐ Annual Budget Cycle ☐ Will Require Additional Funds

☑ Other Intradepl. Transfer from object code 2160

POSITION Type:

Full Time Employee Object 113 [X] Part Time Employee Object 114 [ ]

Full Time Temporary Object 121 [ ] Part Time Temporary Object 122 [ ]

$ _____ Enter hourly rate for temp. positions

Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

CIVIL SERVICE:		**FLSA:**	
	[ ]	Exempt	[ ]
Non-Exempt	[X]	Non-Exempt	[X]

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)

Need personnel to manage Precinct #3 inventory.

2009 OCT 26 PM 1 45
BUDGET OFFICE
HIDALGO COUNTY

NEW POSITION: Brief job description and attach a copy of the new job description.

Conducts physical inventory and maintains records of all fixed and moveable assets for Hidalgo County.

POSITION RECLASIFICATION: Explain change and /or increase in duties and responsibility. (Attach new job description)

COMMENTS: (Any comments you wish to make regarding this request)

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

HIDALGO COUNTY
BUDGET OFFICE
2009 OCT 26 PM 1 45

1.	DEPARTMENT HEAD	10-23-2009 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☐ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	10/26/09 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

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.

Agenda Item: 18233

Re -Agenda Item: 18234

To: Commissioner' Court

From: Raul Silguero Jr., Budget Officer

CC Dat Tuesday, November 03, 2009

Summary of request/proposal:

The Commissioner Precinct No. 3 Office is requesting approval to create one (1) regularr full-time Inventory Control Specialist position, slot # 073, budgeted salary $38,000.00 per year in the Road & Bridge dept.

Fund	Current Position	New Position	Slot#	Obj	Current Budgeted Salary	Adjustment/ Salary Requested	Total Adjustment/ Salary Requested
1203	-	INVENTORY CONTROL SPECIALIST	0073	113	$0.00	$38,000.00	$38,000.00
						TOTAL	$38,000.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
9-1203-431-00-123-005-0-	113	PCT3 P/U RD -	REG F/T EMPLOYEES	$6,260.54
9-1203-431-00-123-005-0-	211	PCT3 P/U RD -	HEALTH INSURANCE	$686.02
9-1203-431-00-123-005-0-	212	PCT3 P/U RD -	LIFE INSURANCE	$4.45
9-1203-431-00-123-005-0-	220	PCT3 P/U RD -	FICA	$478.93
9-1203-431-00-123-005-0-	230	PCT3 P/U RD -	RETIREMENT	$564.70
9-1203-431-00-123-005-0-	250	PCT3 P/U RD -	UNEMPLOYMENT COMP	$31.30
9-1203-431-00-123-005-0-	260	PCT3 P/U RD -	WORKER'S COMP	$0.00
			2009 Budgetary Impact	$8,025.94

2010 Budgetary Impact: $48,715.60

Possible Funding Sources: WITHIN DEPT BUDGET/ INTRADEPT. TRANSFER

Budget Office Recommendation:

Hidalgo Co. Budget Office

2/3/2005

AI-18325 **25.B.**

Participation of Mile 4 Rd. and Circle 6 Rd.

CC REGULAR

Date:	11/03/2009
Submitted By:	Norma Ceballos, COMM. PCT. #3
Department:	COMM. PCT. #3
Agenda Category:	Precinct #3

Information

CAPTION

Discussion and approval of accepting participation from G&D Financial Services (Mr. Gary Frisby) in the amount of $344,734.55 for road construction of Mile 4 Road (Tom Gill Rd. to FM 2221) and Circle 6 Road (North and South 5502 LF), subject to plat recording and survey with meets and bounds.

BACKGROUND

Precinct #3 will provide labor, equipment, and right-of-way acquisition.

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1336-431-00-123-080-0-711

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

BUDGETARY IMPACT:

Pending approval of transfer on 11/3/09 CC of $134,368.00.
Refer to AI - 18335.

FISCAL YEAR: 2009 **ACCT. #:** 9-1336-431-00-123-081-0-731

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

BUDGETARY IMPACT:

Pending approval of transfer on 11/03/09 CC of $50,000.00
Refer to AI#18335

Attachments

Link: Mile 4 Road

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	10/30/2009 07:34 AM	APRV
2	Perla Lopez	Perla Lopez	10/30/2009 10:42 AM	APRV
3	Auditor's Office		10/30/2009 04:23 PM	NEW

Form Started By: Norma Ceballos Started On: 10/29/2009 02:04 PM

Final Approval Date: 10/30/2009


HOMEVILLE C
HOMEVILLE "D"
PROPOSED MILE 4 N.
MILE 4 N
EXIST. MILE 4 N.
J.H. CARTER

AI-18228 **26.A.**

Acquisition - J-09 Drainage Project

CC REGULAR

Date:	11/03/2009
Submitted By:	Sandra Garcia, RIGHT OF WAY DEPT.
Submitted For:	Joe Pena
Department:	RIGHT OF WAY DEPT.
Agenda Category:	Precinct #4

Information

CAPTION

Authorization for title reports and/or title commitments, metes & bounds, surveys, appraisals and acquisition of additional drainage right of way for J-09 Drainage Project. The limits of the project are from CR 3801 known as Bryan Road east to Hidalgo County Drainage Districts No. 1 North Main Drain. Project consisting of approximately 8 ½ miles

BACKGROUND

Funding will be from the Bonds monies designated for this project. Item for Hidalgo County Pct. 4 Drainage Department.

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1341-431-50-000-019-0-711

FUNDS AVAILABLE Y/N?: y **MATCHING FUNDS Y/N?:** n

BUDGETARY IMPACT:

Funding available as of 10-29-09.

Attachments

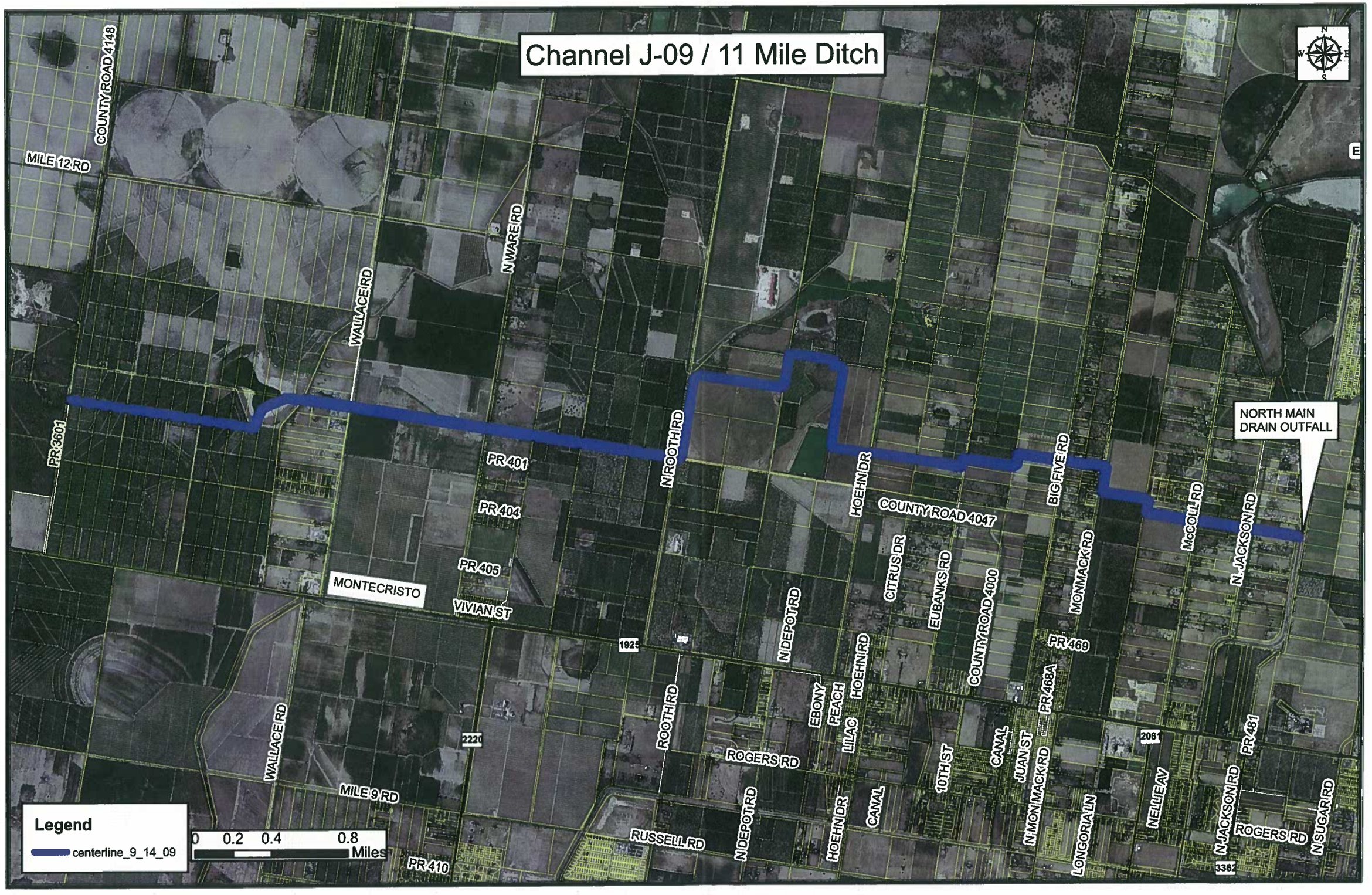
Link: Exhibit

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	10/27/2009 09:12 AM	APRV
2	Manuel Chapa	Manuel Chapa	10/29/2009 09:38 AM	APRV
3	Auditor's Office	Linda Fong	10/30/2009 03:33 PM	APRV
4	Purchasing Department	Marty Salazar	10/30/2009 03:34 PM	APRV

Form Started By: Sandra Garcia Started On: 10/26/2009 09:47 AM

Final Approval Date: 10/30/2009


Channel J-09 / 11 Mile Ditch
COUNTY ROAD 4148
MILE 12 RD
WALLACE RD
N WARE RD
PR 3601
PR 401
PR 404
PR 405
MONTECRISTO
VIVIAN ST
N ROOTH RD
HOEHN DR
COUNTY ROAD 4047
BIG FIVE RD
McCOLL RD
N JACKSON RD
NORTH MAIN DRAIN OUTFALL
CITRUS DR
EUBANKS RD
COUNTY ROAD 4000
MONMACK RD
PR 469
N DEPOT RD
HOEHN RD
EBONY
PEACH
LILAC
ROOTH RD
ROGERS RD
PR 468A
CANAL
JUAN ST
10TH ST
N MON MACK RD
LONGORIA LN
NELLIE AV
PR 461
N SUGAR RD
MILE 9 RD
RUSSELL RD
PR 410
Legend
centerline_9_14_09
0 0.2 0.4 0.8
Miles

AI-18263 **26.B.**

Appt. of member to Housing Authority

CC REGULAR

Date:	11/03/2009
Submitted By:	Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Submitted For:	Comm. Garza
Department:	COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category:	Precinct #4

Information

CAPTION

1. Approval to accept resignation of board member from the Housing Authority Board
2. Appointment of board member to the Housing Authority Board

BACKGROUND

Replacing Rene Ramirez due to conflict of interest

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	10/28/2009 10:03 AM	APRV
2	Auditor's Office	Linda Fong	10/30/2009 03:31 PM	APRV
3	Purchasing Department	Marty Salazar	10/30/2009 03:32 PM	APRV

Form Started By: Monica Badillo — Started On: 10/28/2009 09:40 AM

Final Approval Date: 10/30/2009

AI-18310 **27.A.**

San Carlos Drainage Improvements Projects(1339)-Pct#4-Trenton Drain(FM 907also known as Alamo Rd. East to the Alamo Lateral Drain)

CC REGULAR

Date: 11/03/2009
Submitted By: TONI MATA, COMM. PCT. #4
Department: COMM. PCT. #4
Agenda Category: Budget and Management

Information

CAPTION

Request for consideration, discussion and authorization to proceed with, including, but not limited to the following: request for title reports/title commitments with supporting documents, appraisals and approval to negotiate acquisition of real estate.

BACKGROUND

Approval of this request will allow Pct #4 to acquire property and continue the drainage system thru the "San Carlos Drainage Improvement Project-Trenton Drain".

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1339-431-00-124-072-0-711
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

PO#628733 available balance as of 10-30-09 $ 8,100.00
PO#628724 available balance as of 10-30-09 $22,500.00

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	10/29/2009 12:38 PM	APRV
2	Manuel Chapa	Manuel Chapa	10/30/2009 02:28 PM	APRV
3	Auditor's Office		10/30/2009 04:23 PM	NEW

Form Started By: TONI MATA — Started On: 10/29/2009 08:36 AM

Final Approval Date: 10/30/2009

AI-18349 **27.B.1.**

CO's 1332 Interdept Transfer for Pct No.2 Adm Bldgs Project

CC REGULAR

Date:	11/03/2009
Submitted By:	Rolando Garcia, BUDGET & MANAGEMENT
Submitted For:	Sergio Cruz
Department:	BUDGET & MANAGEMENT
Agenda Category:	Budget and Management
Purchasing only:	Interdepartmental Transfers

Information

CAPTION

Pct. #2 CO's 2002 Series (1332):
Approval of 2009 interdepartmental transfer within Certificates of Obligation Series 2002 from program(007) and program(033) to program(042) in the total amount of $37,169.69 to fund a portion of the new Pct No.2 Administrative Offices and other County Offices.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 9 **ACCT. #:** 9-1332-415-00-2XX-XXX-0-XXX

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

BUDGETARY IMPACT:

available balances as of 10/03/09.

Attachments

Link: Interdept Transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Roland Garcia (Originator)	Rolando Garcia	10/30/2009 02:50 PM	APRV
2	Budget & Management	Erika Zamora	10/30/2009 02:58 PM	APRV
3	Manuel Chapa	Manuel Chapa	10/30/2009 03:18 PM	APRV
4	Auditor's Office		10/30/2009 04:23 PM	NEW

Form Started By: Rolando Garcia Started On: 10/30/2009 01:52 PM

Final Approval Date: 10/30/2009

DATE: October 30, 2009

2009
Transfer

DEPARTMENT HEAD: Raul Silguero

DEPARTMENT NAME: Department of Budget & Management for CO'S 2002 PCT NO.2 (1332)

ACCOUNT NUMBER: 9-1332-415-15-122-042-0-720

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

Contact: Rolando Garcia
Ph#: 292-7025 Ext. 5761

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
9-1332-415-00-200-007-0-667	CO,2002-IT DEPT-MINOR SOFTWARE	(6,624.22)
9-1332-415-00-200-007-0-747	CO,2002-IT DEPT-SOFTWARE	(16,817.00)
9-1332-419-40-220-033-0-452	CO,2002-ADM BLDG-BLDG ADD & RENOV	(13,728.47)
9-1332-415-15-122-042-0-720	CO,2002-PCT2-TAX OFFICE-BUILDINGS	37,169.69
	TOTAL BUDGET INCREASE (DECREASE)	-

REASON:
TRANSFER TO FUND A PORTION OF THE PCT NO.2 ADMINISTRATIVE BUILDINGS AND OTHER BUILDINGS PROJECT

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

AI-18350 **27.B.2.**

Interdepartmental Transfer Pct No.2 Adm Blgs Project

CC REGULAR

Date:	11/03/2009
Submitted By:	Rolando Garcia, BUDGET & MANAGEMENT
Submitted For:	Sergio Cruz
Department:	BUDGET & MANAGEMENT
Agenda Category:	Budget and Management
Purchasing only:	Interdepartmental Transfers

Information

CAPTION

Pct. #2 CO's 2004 Series (1334):
Approval of 2009 interdepartmental transfer within Certificates of Obligation Series 2004 from program(030), program(041), and program(042) to program(021) in the total amount of $198,040.38 to fund a portion of the new Pct No.2 Administrative Offices and other County Offices.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1334-4XX-00-122-0XX-0-XXX

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

BUDGETARY IMPACT:

available balances as of 10/30/09.

Attachments

Link: Interdept Transfe

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	10/30/2009 02:08 PM	APRV
2	Manuel Chapa	Manuel Chapa	10/30/2009 02:38 PM	APRV
3	Auditor's Office		10/30/2009 04:23 PM	NEW

Form Started By: Rolando Garcia — Started On: 10/30/2009 02:01 PM

Final Approval Date: 10/30/2009

DATE: October 30, 2009

2009
Transfer

DEPARTMENT HEAD: Raul Silguero

DEPARTMENT NAME: Department of Budget & Management for CO'S 2004 PCT NO.2 (1334)

ACCOUNT NUMBER: 9-1334-431-00-122-021-0-720

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

Contact: Rolando Garcia
Ph#: 292-7025 Ext. 5761

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
9-1334-415-15-122-042-0-720	CO,2004-PCT2-TAX OFFICE-BUILDINGS	(162,156.40)
9-1334-441-00-122-041-0-720	CO,2004-PCT2-WIC/HHS-BUILDINGS	(13,884.04)
9-1334-419-10-220-030-0-452	CO,2004-PCT.4 JP & LIC-BLDG ADD & RENOV	(21,999.94)
9-1334-431-00-122-021-0-720	CO,2004-PCT2-BUILDINGS	198,040.38
TOTAL BUDGET INCREASE (DECREASE)		-

REASON:
TRANSFER TO FUND A PORTION OF THE PCT NO.2 ADMINISTRATIVE BUILDINGS AND OTHER BUILDINGS PROJECT

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

AI-18265 **27.B.3.**

BCAP Inter-LIT Various Colonias

CC REGULAR

Date:	11/03/2009
Submitted By:	Marcie Jackson, COLONIA ACCESS PROGRAM
Submitted For:	Agapito Vargas
Department:	COLONIA ACCESS PROGRAM
Agenda Category:	Budget and Management **Purchasing only:** CAP Pct.2

Information

CAPTION

Pct. #2 BCAP (1311):
Approval of 2009 interdepartmental transfer for the Pct. 2 BCAP from Roadrunner (program no. 620) to various BCAP programs in the total amount of $6,280.98 to fund indirect costs.

BACKGROUND

El Charro, Morning Sun, & Val-Bar Estates.

Fiscal Impact

FISCAL YEAR: 9 **ACCT. #:** 9-1311-431-00-122-620-0-734

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

BUDGETARY IMPACT:

available balance as of 10/29/09.

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	10/28/2009 12:32 PM	APRV
2	Roland Garcia	Rolando Garcia	10/29/2009 02:10 PM	APRV
3	Auditor's Office	Linda Fong	10/30/2009 03:30 PM	APRV
4	Purchasing Department	Marty Salazar	10/30/2009 03:32 PM	APRV

Form Started By: Marcie Jackson Started On: 10/28/2009 09:47 AM

Final Approval Date: 10/30/2009

DATE: October 28, 2009

2009
Transfer

DEPARTMENT HEAD: Agapito Vargas

DEPARTMENT NAME: Border Colonia Access Program for BCAP-Precinct 2 (1311)

AI-18265 11/03/09

ACCOUNT NUMBER: 9-1311-431-00-122-XXX-0-XXX

Contact: Marcie Jackson **Ph#:** 787-1891 Ext. 2010

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

Honorable Commissioners' Court of Hidalgo County:

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

ACCOUNT NUMBER	ACCOUNT NAME	INCREASE (DECREASE) AMOUNT
9-1311-431-00-122-620-0-734	ROADRUNNER #2-SUBDIVISION STREETS	$ (6,280.98)
9-1311-431-00-122-240-1-312	EL CHARRO #2-INDIRECT COST	$ 2,019.78
9-1311-431-00-122-484-1-312	MORNING SUN-INDIRECT COST	$ 2,138.26
9-1311-431-00-122-767-1-312	VAL BAR ESTATES-INDIRECT COST	$ 2,122.94
	TOTAL BUDGET INCREASE (DECREASE)	**0.00**

REASON:
Transfer needed to fund indirect costs.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

AI-18302 **27.B.4.**

Inter-Departmental Transfer for BCAP Tiny Acres Project Account

CC REGULAR

Date:	11/03/2009
Submitted By:	Yolanda Cisneros, COMM. PCT. #2
Submitted For:	Yolanda Cisneros
Department:	COMM. PCT. #2
Agenda Category:	Budget and Management

Information

CAPTION

Pct. #2 R&B (1202):
Approval of 2009 interdepartmental transfer within Precinct #2 fund (1202) from R&B (program 006) to Border Colonia Access Program Project Tiny Acres Subdivision (program 740) in the amount of $1,500.00 to fund a contract expenditure.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1202-431-00-122-XXX-0-XXX

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

BUDGETARY IMPACT:

Funding available in the amount of $2,020.84 as of 10/28/2009
9-1202-431-00-122-006-0-732----->9-1202-431-00-122-740-0-339 in the amount of $1,500.00

Attachments

Link: Inter-Dept. Transfer

Link: DM Roth

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	10/29/2009 07:58 AM	APRV
2	Roland Garcia	Rolando Garcia	10/29/2009 02:19 PM	APRV
3	Auditor's Office	Linda Fong	10/30/2009 03:27 PM	APRV
4	Purchasing Department	Marty Salazar	10/30/2009 03:34 PM	APRV

Form Started By: Yolanda Cisneros Started On: 10/28/2009 03:47 PM

Final Approval Date: 10/30/2009

DATE: October 28, 2009

2009
Transfer

DEPARTMENT HEAD: Hector "Tito" Palacios

DEPARTMENT NAME: Hidalgo County Precinct No.2

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

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

Contact: Yoli Cisneros
Ph#: 956-787-1891 Ext. 2002

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
9-1202-431-00-122-006-0-732	Pct 2 P/U Rd - BRIDGES	(1,500.00)
9-1202-431-00-122-740-0-339	PCT2 P/U Rd - TINY ACRES SUBDVISION - OTHER PROF	$1,500.00
	TOTAL BUDGET INCREASE (DECREASE)	

REASON:
Transfer from PCT2 ROAD & BRIDGE to BCAP PROJECT Tiny Acres Subdivision "Contract" Project.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

D.M. Roth Excavating
5820 North Cage Blvd. Ste. 2
Pharr, Texas 78577
Phone Number: 956-787-0845
Fax Number: 956-787-5152

FAX TRANSMITTAL FORM

To: John King Law Firm
Attn: Brandon
CC:
Phone:
Fax: 687-5514

From: Tyler
Date Sent: 8-31-09
Total Page Count:

Message:

Hidalgo County Purchasing Dept. called me requesting a breakdown of the $5,000 we want for negating the "Tiny Acres" Contract. We came up with:

A) Time bidding 10 hrs x 100 = $1,000
B) Bond 1,500
C) Loss of Income $2,500
$5,000

the services of CONTRACTOR, exclude CONTRACTOR from the Site, and take possession of the Work and of all CONTRACTOR's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by CONTRACTOR (without liability to CONTRACTOR for trespass or conversion), incorporate in the Work all materials and equipment stored at the Site or for which OWNER has paid CONTRACTOR but which are stored elsewhere, and finish the Work as OWNER may deem expedient. In such case, CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by OWNER arising out of or relating to completing the Work, such excess will be paid to CONTRACTOR. If such claims, costs, losses, and damages exceed such unpaid balance, CONTRACTOR shall pay the difference to OWNER. Such claims, costs, losses, and damages incurred by OWNER will be reviewed by ENGINEER as to their reasonableness and, when so approved by ENGINEER, incorporated in a Change Order. When exercising any rights or remedies under this paragraph OWNER shall not be required to obtain the lowest price for the Work performed.

C. Where CONTRACTOR's services have been so terminated by OWNER, the termination will not affect any rights or remedies of OWNER against CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of moneys due CONTRACTOR by OWNER will not release CONTRACTOR from liability.

15.03 *OWNER May Terminate For Convenience*

A. Upon seven days written notice to CONTRACTOR and ENGINEER, OWNER may, without cause and without prejudice to any other right or remedy of OWNER, elect to terminate the Contract. In such case, CONTRACTOR shall be paid (without duplication of any items):

1. for completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. for expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;

3. for all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and

4. for reasonable expenses directly attributable to termination.

B. CONTRACTOR shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

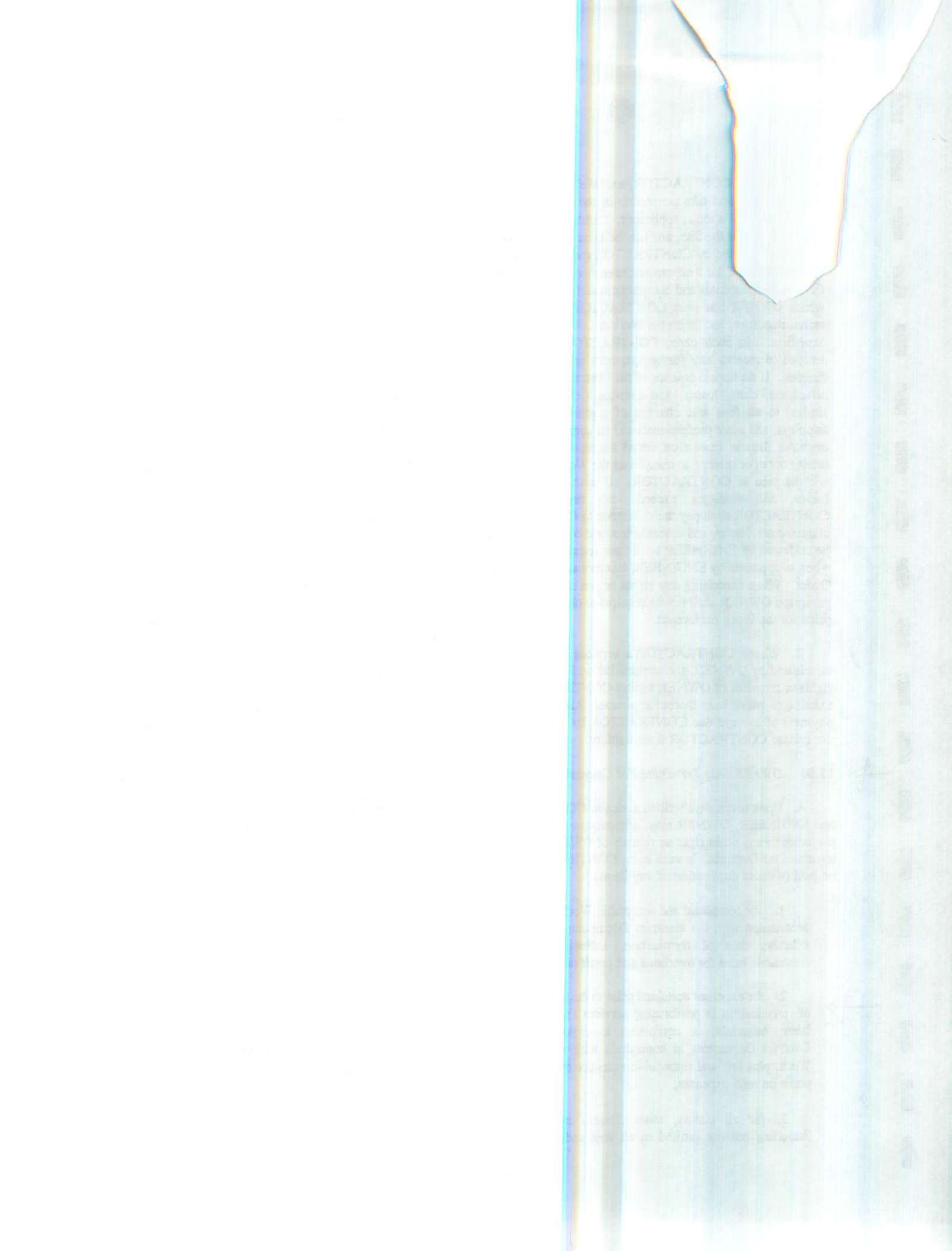
15.04 *CONTRACTOR May Stop Work or Terminate*

A. If, through no act or fault of CONTRACTOR, the Work is suspended for more than 90 consecutive days by OWNER or under an order of court or other public authority, or ENGINEER fails to act on any Application for Payment within 30 days after it is submitted, or OWNER fails for 30 days to pay CONTRACTOR any sum finally determined to be due, then CONTRACTOR may, upon seven days written notice to OWNER and ENGINEER, and provided OWNER or ENGINEER do not remedy such suspension or failure within that time, terminate the Contract and recover from OWNER payment on the same terms as provided in paragraph 15.03. In lieu of terminating the Contract and without prejudice to any other right or remedy, if ENGINEER has failed to act on an Application for Payment within 30 days after it is submitted, or OWNER has failed for 30 days to pay CONTRACTOR any sum finally determined to be due, CONTRACTOR may, seven days after written notice to OWNER and ENGINEER, stop the Work until payment is made of all such amounts due CONTRACTOR, including interest thereon. The provisions of this paragraph 15.04 are not intended to preclude CONTRACTOR from making a Claim under paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to CONTRACTOR's stopping the Work as permitted by this paragraph.

ARTICLE 16 - DISPUTE RESOLUTION

16.01 *Methods and Procedures*

A. Dispute resolution methods and procedures, if any, shall be as set forth in the Supplementary Conditions. If no method and procedure has been set forth, and subject to the provisions of paragraphs 9.09 and 10.05, OWNER and CONTRACTOR may exercise such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any dispute.



the services of CONTRACTOR, exclude CONTRACTOR from the Site, and take possession of the Work and of all CONTRACTOR's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by CONTRACTOR (without liability to CONTRACTOR for trespass or conversion), incorporate in the Work all materials and equipment stored at the Site or for which OWNER has paid CONTRACTOR but which are stored elsewhere, and finish the Work as OWNER may deem expedient. In such case, CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by OWNER arising out of or relating to completing the Work, such excess will be paid to CONTRACTOR. If such claims, costs, losses, and damages exceed such unpaid balance, CONTRACTOR shall pay the difference to OWNER. Such claims, costs, losses, and damages incurred by OWNER will be reviewed by ENGINEER as to their reasonableness and, when so approved by ENGINEER, incorporated in a Change Order. When exercising any rights or remedies under this paragraph OWNER shall not be required to obtain the lowest price for the Work performed.

C. Where CONTRACTOR's services have been so terminated by OWNER, the termination will not affect any rights or remedies of OWNER against CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of moneys due CONTRACTOR by OWNER will not release CONTRACTOR from liability.

15.03 *OWNER May Terminate For Convenience*

A. Upon seven days written notice to CONTRACTOR and ENGINEER, OWNER may, without cause and without prejudice to any other right or remedy of OWNER, elect to terminate the Contract. In such case, CONTRACTOR shall be paid (without duplication of any items):

1. for completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. for expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;

3. for all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and

4. for reasonable expenses directly attributable to termination.

B. CONTRACTOR shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

15.04 *CONTRACTOR May Stop Work or Terminate*

A. If, through no act or fault of CONTRACTOR, the Work is suspended for more than 90 consecutive days by OWNER or under an order of court or other public authority, or ENGINEER fails to act on any Application for Payment within 30 days after it is submitted, or OWNER fails for 30 days to pay CONTRACTOR any sum finally determined to be due, then CONTRACTOR may, upon seven days written notice to OWNER and ENGINEER, and provided OWNER or ENGINEER do not remedy such suspension or failure within that time, terminate the Contract and recover from OWNER payment on the same terms as provided in paragraph 15.03. In lieu of terminating the Contract and without prejudice to any other right or remedy, if ENGINEER has failed to act on an Application for Payment within 30 days after it is submitted, or OWNER has failed for 30 days to pay CONTRACTOR any sum finally determined to be due, CONTRACTOR may, seven days after written notice to OWNER and ENGINEER, stop the Work until payment is made of all such amounts due CONTRACTOR, including interest thereon. The provisions of this paragraph 15.04 are not intended to preclude CONTRACTOR from making a Claim under paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to CONTRACTOR's stopping the Work as permitted by this paragraph.

ARTICLE 16 - DISPUTE RESOLUTION

16.01 *Methods and Procedures*

A. Dispute resolution methods and procedures, if any, shall be as set forth in the Supplementary Conditions. If no method and procedure has been set forth, and subject to the provisions of paragraphs 9.09 and 10.05, OWNER and CONTRACTOR may exercise such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any dispute.

AI-18335 **27.B.5.**

Precinct #3 - Interdepartmental Transfer

CC REGULAR

Date:	11/03/2009
Submitted By:	Perla Lopez, BUDGET & MANAGEMENT
Submitted For:	Norma Ceballos
Department:	BUDGET & MANAGEMENT
Agenda Category:	Budget and Management
Purchasing only:	Interdepartmental Transfers

Information

CAPTION

Pct. #3 C.O. 2006 (1336):
Approval of 2009 interdepartmental transfer from C.O. 2006-Pct 3 M3N (Tomgill - FM 2221) (program 051) to C.O. 2006 - Pct 3 M4M (Tomgill - FM 2221) (program 080) and C.O. 2006-Pct. 3 Circle 6 Road (program 081) in the total amount of $261,533.00 to fund the Mile 4 Road and Circle 6 Road Expenses.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1336-431-00-123-051-0-731

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

BUDGETARY IMPACT:

Available funds as of 10/30/09 is $261,533.00.

Attachments

Link: interdepartmental transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	10/30/2009 10:43 AM	APRV
2	Manuel Chapa	Manuel Chapa	10/30/2009 12:45 PM	APRV
3	Auditor's Office		10/30/2009 04:23 PM	NEW

Form Started By: Perla Lopez — Started On: 10/30/2009 10:05 AM

Final Approval Date: 10/30/2009

INTER-DEPARTMENTAL TRANSFER

DATE: November 3, 2009

DEPARTMENT HEAD: Raul Silguero, Jr.

DEPARTMENT NAME: Budget & Management for Precint #3 C.O. 2006

ACCOUNT NUMBER: 9-1336-431-00-123-0XX-0-7X1

SUBJECT: **Inter-departmental Transfer/s (increase/decrease)**

Honorable Commissioners' Court of Hidalgo County:

I submit for your consideration 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:		
9-1336-431-00-123-051-0-731	C.O. 2006-Pct 3 M3N (Tomgill - FM 2221) - Roads	(261,533.00)
TO:		
9-1336-431-00-123-080-0-731	C.O. 2006-Pct 3 M4N- Roads	77,165.00
9-1336-431-00-123-080-0-711	C.O. 2006-Pct 3 M4N- ROW	134,368.00
9-1336-431-00-123-081-0-731	C.O. 2006-Pct 3 Circle 6 Road- Roads	50,000.00
	Total Budget (Increase/Decrease)	**0.00**

REASON: Transfer to fund expenses related to Mile 4 North and Circle 6 Road.

Department Head Signature

Date

Approved Commissioners' Court

Attest County Clerk

AI-18272 **27.B.6.**

Interdepartmental Transfer - Pct# 4 Drainage Improvement Project (1339)
CC REGULAR

Date: 11/03/2009
Submitted By: Manuel Chapa, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT

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

Information

CAPTION

Pct. #4 C. O. 2009 Series (1339):
Approval of 2009 interdepartmental transfer within Certificate of Obligation Series 2009 Precinct #4 Drainage Improvement Project from (program 036) to program (074) Faysville Pump in the amount of $10,000.00 to fund topographic surveying.

BACKGROUND

Mr. Sesin is engineering this project and the construction will be funded by CDBG. Mr. Sesin needs some topographic surveying in order to finish his design.

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1339-431-00-124-036-0-890
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Funding available as of 10-28-09.
9-1339-431-00-124-036-0-890-->9-1339-431-00-124-074-0-733 $10,000.00.

Attachments

Link: interdepartmental transfer - 1339

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	10/28/2009 12:34 PM	APRV
2	Roland Garcia	Rolando Garcia	10/29/2009 12:58 PM	APRV
3	Auditor's Office	Linda Fong	10/30/2009 03:26 PM	APRV
4	Purchasing Department	Marty Salazar	10/30/2009 03:32 PM	APRV

Form Started By: Manuel Chapa Started On: 10/28/2009 12:14 PM

Final Approval Date: 10/30/2009

DATE: October 28, 2009

2009
Transfer

DEPARTMENT HEAD: Raul Silguero

DEPARTMENT NAME: Department of Budget & Management for C.O. Pct#4 Drainage Improvement Project (1339)

AI# 18272

ACCOUNT NUMBER: 9-1339-431-00-124-XXX-0-XXX

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

Contact: Manuel Chapa
Ph#: 292-7025 Ext. 5760

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
9-1339-431-00-124-036-0-890	C.O. 2009- Pct # 4 - Drainage Improvement Project - Other	(10,000.00)
9-1339-431-00-124-074-0-733	CO2009 Pct4 Faysville Pump - Drainage Ditches	10,000.00
	TOTAL BUDGET INCREASE (DECREASE)	**0.00**

REASON:
Interdepartmental transfer to pay topographic surveying for Faysville Pump Project.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

AI-18282 **27.B.7.**

Interdepartmental Transfer - Pct#4 Drainage Improvement Project (1339)

CC REGULAR

Date:	11/03/2009
Submitted By:	TONI MATA, COMM. PCT. #4
Department:	COMM. PCT. #4
Agenda Category:	Budget and Management

Information

CAPTION

Pct. #4 C.O. 2009 Series (1339):
Approval of 2009 interdepartmental transfer within Certificate of Obligation Series 2009 Precinct #4 Drainage Improvement Project from (program 036) to Gonzalez Pond (program 066) in the amount of $ 918.54.

BACKGROUND

Additional funding to finalize closing for Gonzalez Pond.

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1339-431-00-124-036-0-890

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

BUDGETARY IMPACT:

Funding available as of 10-29-09.
9-1339-431-00-124-036-0-890-->9-1339-431-00-124-066-0-719 $918.54

Attachments

Link: trnfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management		10/30/2009 03:34 PM	PEND
2	Manuel Chapa	Manuel Chapa	10/29/2009 07:56 AM	APRV
3	Auditor's Office	Linda Fong	10/30/2009 03:23 PM	APRV
4	Purchasing Department	Marty Salazar	10/30/2009 03:33 PM	APRV

Form Started By: TONI MATA — Started On: 10/28/2009 01:38 PM

Final Approval Date: 10/30/2009

DATE: October 28, 2009

2009
Transfer

DEPARTMENT HEAD: Oscar L. Garza Jr.

DEPARTMENT NAME: Hidalgo County Precinct No.4
CO 2009 Pct4 Drain Improvement

ACCOUNT NUMBER: 9-1339-431-00-124-036-0-890

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

Contact: Toni Mata
Ph#: 956-292-7000 Ext. 4024

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
From:		
9-1339-431-00-124-036-0-890	**CO2009 Pct4 Drain Improv.- Other**	**(918.54)**
To:		
9-1339-431-00-124-066-0-719	**CO2009 Pct4 Gonzalez Pond - Land**	**$918.54**
	TOTAL BUDGET INCREASE (DECREASE)	**0.00**

REASON:
To finalize closing of Gonzalez Pond, submitted by Valley Land & Title for the amount of $140,418.54.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

AI-18280 **27.C.1.**

Interfund transfer - Pct#4 (1332-->1301)

CC REGULAR

Date:	11/03/2009
Submitted By:	Manuel Chapa, BUDGET & MANAGEMENT
Department:	BUDGET & MANAGEMENT

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

Information

CAPTION

Precinct# 4:
Approval of 2009 interfund transfer from Certificates of Obligation Series 2002 Fund Balance (1332) to Precinct No. 4 - New Administration Building (1301) in the amount of $886.21.

BACKGROUND

Additional funds to cover the purchase of Pct#4 Generator.

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-13XX-4XX-XX-124-XXX-0-XXX

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

BUDGETARY IMPACT:

Fund 1332 CO's 2002 Fund Balance-->9-1301-419-40-124-034-0-720 $886.21.
Funding available as of 10-28-09.

Attachments

Link: Interfund Revised

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	10/28/2009 01:47 PM	APRV
2	Roland Garcia	Rolando Garcia	10/29/2009 01:39 PM	APRV
3	Auditor's Office	Linda Fong	10/30/2009 03:13 PM	APRV
4	Purchasing Department	Marty Salazar	10/30/2009 03:33 PM	APRV

Form Started By: Manuel Chapa Started On: 10/28/2009 01:20 PM

Final Approval Date: 10/30/2009

DATE: October 28, 2009

DEPARTMENT HEAD: Raul Silguero, Jr.

DEPARTMENT NAME: Department of Budget & Management
for PCT#4

2009
Transfer

AI# 18280

ACCOUNT NUMBER: **9-1301-41-40-124-034-0-XXX**

CONTACT PERSON: Manuel Chapa **PHONE:** 292-7025 ext. 5760

SUBJECT: **Interfund & BA - 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
FROM		
9-1332-491-01-000-301-0- 891	**Transfers Out**	**886.21**
TO		
9-1301-391-01-000-332-0- 000	**Transfers In**	**886.21**
9-1301-419-40-124-034-0- 720	**PCT4 NEW ADM BLDG-BUILDINGS**	**886.21**
	TOTAL BUDGET INCREASE (DECREASE)	**886.21**

REASON: **Appropriation of needed/additional funds from CO Series 2002 (1332) Unreserved Fund Balance to Pct# 4 to cover the purchase of the Pct#4 Generator.**

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

AI-18298 **27.D.1.**

Pct. #1 - #3 BCAP deobligation of funds from Round I (1310) and appropriation of funds to Round II (1311)

CC REGULAR

Date:	11/03/2009
Submitted By:	Sylvia Solis, BUDGET & MANAGEMENT
Submitted For:	Agapito Vargas
Department:	BUDGET & MANAGEMENT

Agenda Category: Budget and Management **Purchasing only:** Budget Appropriations

---

Information

CAPTION

Pct. #1 - Pct. #3 BCAP Round II (1311):
a. Approval of certification of revenues, as certified by the County Auditor, for the BCAP Grant - 2nd Call in the amount of $229,479.16.
b. Approval to deobligate funds from 1st Call Border Colonia (fund 1310) and appropriate into 2nd Call Border Colonia (fund 1311) in the total amount of $229,479.16 for the following precincts in relation to Round II Colonia projects:
Pct. 1 BCAP Round II - $60,493.38
Pct. 2 BCAP Round II - $100,999.07
Pct. 3 BCAP Round II - $67,986.71
Total - $229,479.16

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-131X-431-00-121-XXX-0-XXX
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Deobligation of funds in the amount of $60,493.38 from fund 1310 Pct. 1 BCAP Grant (Round I) and appropriation into Pct. 1 BCAP Contingency fund 1311 (Round II).

Revenue Acct# 9-1311-334-30-121-000-0-000 PCT.1 BCAP ROUND II - Revenue

FISCAL YEAR: 2009 **ACCT. #:** 9-131X-431-00-122-XXX-0-XXX
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Deobligation of funds in the amount of $100,999.07 from fund 1310 Pct. 2 BCAP Grant (Round I) and appropriation into Pct. 2 BCAP Contingency fund 1311 (Round II).

Revenue Acct# 9-1311-334-30-122-000-0-000 PCT.2 BCAP ROUND II - Revenue

FISCAL YEAR: 2009 **ACCT. #:** 9-131X-431-00-123-XXX-0-XXX

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

BUDGETARY IMPACT:

Deobligation of funds in the amount of $67,986.71 from fund 1310 Pct. 3 BCAP Grant (Round I) and appropriation into Pct. 3 BCAP Contingency fund 1311 (Round II).

Revenue Acct# 9-1311-334-30-123-000-0-000 PCT.3 BCAP ROUND II - Revenue

Attachments

Link: Cert of Rev & Amendment
Link: Pct. 1 Round I deobligation
Link: Pct. 1 Round II appropriation
Link: Pct. 2 Round I deobligation
Link: Pct. 2 Round II appropriation
Link: Pct. 3 Round I deobligation
Link: Pct. 3 Round II appropriation

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Sylvia Solis	Sylvia Solis	10/30/2009 09:19 AM	APRV
2	Budget & Management	Erika Zamora	10/30/2009 09:20 AM	APRV
3	Ivan Cantu	Ivan Cantu	10/30/2009 03:11 PM	APRV
4	Auditor's Office	Linda Fong	10/30/2009 03:21 PM	APRV
5	Mike Escaname		10/30/2009 04:23 PM	NEW

Form Started By: Sylvia Solis Started On: 10/28/2009 03:33 PM

Final Approval Date: 10/30/2009

COUNTY of HIDALGO



EDINBURG, TEXAS 78539

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

October 26, 2009

The Honorable JD Salinas, Hidalgo County Judge
The Honorable Sylvia Handy, Commissioner, Precinct No. 1
The Honorable Hector "Tito" Palacios, Commissioner, Precinct No. 2
The Honorable Jose M. Flores, Commissioner, Precinct No. 3
The Honorable Oscar L. Garza, Commissioner, Precinct No. 4

RE: Certification of Revenue

Dear Judge and Commissioners:

Pursuant to Local Government Code § 111.0706 SPECIAL BUDGET FOR GRANT OR AID MONEY:

> The county auditor shall certify to the commissioners court the receipt of all public or private grant or aid money that is available for disbursement in a fiscal year but not included in the budget for that fiscal year. On certification, the court shall adopt a special budget for the limited purpose of spending the grant or aid money for its intended purpose.

I, Ray Eufracio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the receipt of a funding agreement from the Texas Department of Transportation. These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

AMOUNT	GRANT
$229,479.16	Second Call of the Border Colonia Access Program

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

10/26/09
Date

HIDALGO COUNTY DISTRICT JUDGES

RICARDO P. RODRIGUEZ, JR. JUDGE, 92ND D.C. | RODOLFO DELGADO JUDGE, 93RD D.C. | J. R. "BOBBY" FLORES JUDGE, 139TH D.C. | ROSE GUERRA REYNA JUDGE, 206TH D.C. | JUAN R. PARTIDA JUDGE, 275TH D.C. | MARIO E. RAMIREZ, JR. JUDGE, 332ND D.C. | NOE GONZALEZ JUDGE, 370TH D.C. OVERSEER | LETICIA LOPEZ JUDGE, 389TH D.C. | AIDA SALINAS FLORES JUDGE, 398TH D.C. | ISRAEL RAMON, JR. JUDGE, 430TH D.C. | JESSE CONTRERAS JUDGE, 449TH D.C.

Texas Department of Transportation

PO BOX 1717 • PHARR TEXAS 78577-1717 • (956) 702-6100

September 9, 2009

Mr. Agapito Vargas, Director
Hidalgo County Colonia Access Program
301 East State Street
Pharr, TX 78577

Dear Mr. Vargas:

Attached is an original executed amendment to Hidalgo County's second-call Border Colonia Access Program funding agreement, Contract 21-5BCF5001. This amendment, Amendment #3, applies under-run funding from agreement 21-3BCF5001 of $229,479.16 to this contract.

If you have any questions, you can reach me at (956) 702-6292 or sslagle@dot.state.tx.us

Sincerely,

Sharon Slagle
Pharr District Colonia Program Manager

County: Hidalgo
Contract 5BCF5001

STATE OF TEXAS §

COUNTY OF TRAVIS §

FUNDING AGREEMENT FOR BORDER COLONIA ACCESS PROGRAM AMENDMENT #3

THIS AMENDMENT IS MADE BY AND BETWEEN the State of Texas, acting through the Texas Department of Transportation, hereinafter called the "State", and Hidalgo County, acting by and through its duly authorized officials, hereinafter called the "County".

WITNESSETH

WHEREAS, the State and the County executed an agreement on May 10, 2005 – amended on April 13, 2007, and again on March 13, 2008 – to construct access roads in the County's colonias under terms of the second call of the Border Colonia Access Program; and,

WHEREAS, the County has opted to apply a funding under run of $229,479.16 from Contract 21-3BCF5001 to that contract as allowed by terms of the first call of the Border Colonia Access Program; and

WHEREAS, it has become necessary to amend that contract;

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, the State and the Local Government do agree as follows:

AGREEMENT

Article 1. Description of Amended Items:

Article 4, Paragraph C, final sentence, is voided in its entirety and replaced with the following:
The total maximum allowable cost for all combined County Projects is $13,238,264.99.

All other provisions of the original contract are unchanged and remain in full force and effect.

Article 2. Signatory Warranty

The signatories to this amendment warrant that each has the authority to enter into this agreement on behalf of the organization they represent.

IN WITNESS WHEREOF, THE STATE AND THE LOCAL GOVERNMENT have executed duplicate counterparts to effectuate this agreement.

THE LOCAL GOVERNMENT

Hidalgo County

By: _____

Honorable Juan D. Salinas III

Juan D. Salinas III

Printed Name

County Judge

County Judge

9/1/09

Date

THE STATE OF TEXAS

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By: _____

Mario Jorge, P.E.

District Engineer, Pharr District

Title

9/8/09

Date

DATE: October 28, 2009

DEPARTMENT HEAD: Raul Silguero

DEPARTMENT NAME: Department of Budget & Management for Border Colonia Access Program (BCAP) - Pct. 1

ACCOUNT NUMBER: 9-1310-XXX-X0-121-XXX-0-XXX

2009
Transfer

CONTACT PERSON: Sylvia V. Solis **PHONE:** 292-7025 ext. 5423

SUBJECT: **Interfund & BA - 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
9-1310-431-00-121-148-0-339	PCT.1-HARMEL-OTHER PROF SRV	(319.12)
9-1310-431-00-121-175-0-339	PCT.1-V&C/R.CAVAZOS-OTHER PROF SRV	(1,465.93)
9-1310-431-00-121-175-0-731	PCT.1-V&C/R.CAVAZOS-ROADS	(1,587.94)
9-1310-431-00-121-344-0-731	PCT.1-AGUA DULCE/PALM-ROADS	(3,837.67)
9-1310-431-00-121-345-0-731	PCT.1-AGUA DULCE/EBONY-ROADS	(2,961.63)
9-1310-431-00-121-347-0-731	PCT.1-BAR 7-ROADS	(1,246.37)
9-1310-431-00-121-380-0-731	PCT.1-MESQUITE 1-ROADS	(6,189.75)
9-1310-431-00-121-393-0-731	PCT.1-R C BABB 4-ROADS	(349.42)
9-1310-431-00-121-394-0-312	PCT.1-RAMOSVILLE-INDIRECT COST	(1,002.12)
9-1310-431-00-121-394-0-334	PCT.1-RAMOSVILLE-ENG&ARCH SRV	(266.50)
9-1310-431-00-121-394-0-339	PCT.1-RAMOSVILLE-OTHER PROF SRV	(751.59)
9-1310-431-00-121-394-0-731	PCT.1-RAMOSVILLE-ROADS	(23,032.79)
9-1310-431-00-121-397-0-312	PCT.1-SAENZ-INDIRECT COST	(7.65)
9-1310-431-00-121-397-0-334	PCT.1-SAENZ-ENG&ARCH SRV	(403.10)
9-1310-431-00-121-397-0-339	PCT.1-SAENZ-OTHER PROF SRV	(1,068.69)
9-1310-431-00-121-397-0-731	PCT.1-SAENZ-ROADS	(16,003.11)
9-1310-334-30-121-000-0-000	PCT.1 COLONIA ACCESS PRG - REVENUE (ROUND I)	(60,493.38)
	TOTAL BUDGET DECREASE FUND 1310	**(60,493.38)**

REASON: **To de-obligate funds from Pct 1 BCAP - 1st Call Grant (Round I - Fund 1310) into Pct 1 BCAP - 2nd Call (Round II - Fund 1311) in the amount of $60,493.38 for Round II Colonia projects.**

DEPARTMENT HEAD SIGNATURE

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

DATE: October 28, 2009

DEPARTMENT HEAD: Raul Silguero

DEPARTMENT NAME: Department of Budget & Management for Border Colonia Access Program (BCAP) - Pct. 1

ACCOUNT NUMBER: 9-13XX-XXX-X0-121-000--0-XXX

2009
Transfer

CONTACT PERSON: Sylvia V. Solis **PHONE:** 292-7025 ext. 5423

SUBJECT: **Interfund & BA - 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
9-1311-431-00-121-000-0-899	PCT.1 BCAP - CONTINGENCY	60,493.38
9-1311-334-30-121-000-0-000	PCT.1 BCAP ROUND II REVENUE	60,493.38
	TOTAL BUDGET INCREASE FUND 1311	**60,493.38**

REASON: **Appropriate funds from Pct. 1 BCAP - 1st Call (Round I Fund 1310) to Pct. 1 BCAP - 2nd Call (Round II - Fund 1311) for Round II Colonia projects.**

DEPARTMENT HEAD SIGNATURE

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

DATE: October 28, 2009

DEPARTMENT HEAD: Raul Silguero

DEPARTMENT NAME: Department of Budget & Management for Border Colonia Access Program (BCAP) - Pct. 2

ACCOUNT NUMBER: 9-1310-XXX-X0-122-XXX-0-XXX

2009
Transfer

CONTACT PERSON: Sylvia V. Solis **PHONE:** 292-7025 ext. 5423

SUBJECT: **Interfund & BA - 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
9-1310-431-00-122-070-0-334	PCT.2-COUNTRY LIVING-ENG&ARCH SRV	(110.40)
9-1310-431-00-122-070-0-731	PCT.2-COUNTRY LIVING-ROADS	(7.00)
9-1310-431-00-122-072-0-339	PCT.2-PALMAS/JESINIA-OTHER PROF SRV	(614.12)
9-1310-431-00-122-073-0-312	PCT.2-LOPEZVILLE/KENNEDY-INDIRECT COST	(297.94)
9-1310-431-00-122-073-0-339	PCT.2-LOPEZVILLE/KENNEDY-OTHER PROF SRV	(2,726.56)
9-1310-431-00-122-073-0-731	PCT.2-LOPEZVILLE/KENNEDY-ROADS	(2,781.78)
9-1310-431-00-122-074-0-339	PCT.2-LOPEZVILLE/PUEBLO-OTHER PROF SRV	(1,495.92)
9-1310-431-00-122-075-0-339	PCT.2-LOPEZVILLE/WATER-OTHER PROF SRV	(3,601.81)
9-1310-431-00-122-075-0-731	PCT.2-LOPEZVILLE/WATER-ROADS	(1,254.55)
9-1310-431-00-122-076-0-339	PCT.2-LOPEZVILLE/CHURCH-OTHER PROF SRV	(1,703.70)
9-1310-431-00-122-077-0-339	PCT.2-PRIMAVERA 2/JENICA E-OTHER PROF SR	(1,039.06)
9-1310-431-00-122-077-0-731	PCT.2-PRIMAVERA 2/JENICA E-ROADS	(8,566.04)
9-1310-431-00-122-078-0-339	PCT.2-PRIMAVERA 2/JENICA W-OTHER PROF SR	(2,909.21)
9-1310-431-00-122-078-0-731	PCT.2-PRIMAVERA 2/JENICA W-ROADS	(10,902.41)
9-1310-431-00-122-079-0-339	PCT.2-PRIMAVERA 2/JESSICA-OTHER PROF SRV	(2,071.97)
9-1310-431-00-122-079-0-731	PCT.2-PRIMAVERA 2/JESSICA-ROADS	(5,718.36)
9-1310-431-00-122-080-0-339	PCT.2-PRIMAVERA 2/ROSIE-OTHER PROF SRV	(1,766.86)
9-1310-431-00-122-080-0-731	PCT.2-PRIMAVERA 2/ROSIE-ROADS	(4,553.50)
9-1310-431-00-122-490-0-339	PCT.2-ALAMO ORCHARDS-OTHER PROF SRV	(1,859.19)
9-1310-431-00-122-490-0-731	PCT.2-ALAMO ORCHARDS-ROADS	(591.08)
9-1310-431-00-122-496-0-334	PCT.2-CAMPO ALTO/VISTA CIR E-ENG&ARCH SR	(887.00)
9-1310-431-00-122-496-0-339	PCT.2-CAMPO ALTO/VISTA CIR E-OTHER PROF	(1,375.15)
9-1310-431-00-122-496-0-731	PCT.2-CAMPO ALTO/VISTA CIR E-ROADS	(12,901.82)
9-1310-431-00-122-497-0-334	PCT.2-CAMPO ALTO/VISTA CIR W-ENG&ARCH SR	(887.00)
9-1310-431-00-122-497-0-339	PCT.2-CAMPO ALTO/VISTA CIR W-OTHER PROF	(1,883.90)
9-1310-431-00-122-497-0-731	PCT.2-CAMPO ALTO/VISTA CIR W-ROADS	(13,778.33)
9-1310-431-00-122-520-0-312	PCT.2-PLUMOSA VILLAGE-INDIRECT COST	(2,300.12)
9-1310-431-00-122-520-0-334	PCT.2-PLUMOSA VILLAGE-ENG&ARCH SRV	(8,050.00)
9-1310-431-00-122-520-0-339	PCT.2-PLUMOSA VILLAGE-OTHER PROF SRV	(2,972.10)
9-1310-431-00-122-520-0-731	PCT.2-PLUMOSA VILLAGE-ROADS	(1,392.19)
9-1310-334-30-122-000-0-000	PCT.2 COLONIA ACCESS PRG - REVENUE (ROUND I)	(100,999.07)
	TOTAL BUDGET DECREASE FUND 1310	**(100,999.07)**

REASON: **To de-obligate funds from Pct.2 BCAP Grant - 1st Call (Round I - Fund 1310) into Pct. 2 BCAP - 2nd Call (Round II - Fund 1311) in the amount of $100,999.07 for Round II Colonia projects.**

DEPARTMENT HEAD SIGNATURE

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

DATE: October 28, 2009

DEPARTMENT HEAD: Raul Silguero

DEPARTMENT NAME: Department of Budget & Management for Border Colonia Access Program (BCAP) - Pct. 2

ACCOUNT NUMBER: 9-13XX-XXX-X0-122-000--0-XXX

2009
Transfer

CONTACT PERSON: Sylvia V. Solis **PHONE:** 292-7025 ext. 5423

SUBJECT: **Interfund & BA - 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
9-1311-431-00-122-000-0-899	PCT.2 BCAP - CONTINGENCY	100,999.07
9-1311-334-30-122-000-0-000	PCT.2 BCAP ROUND II REVENUE	100,999.07
	TOTAL BUDGET INCREASE FUND 1311	**100,999.07**

REASON: **Appropriate funds from Pct. 2 BCAP - 1st Call (Round I Fund 1310) to Pct. 2 BCAP - 2nd Call (Round II - Fund 1311) for Round II Colonia projects.**

DEPARTMENT HEAD SIGNATURE

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

DATE: October 28, 2009

DEPARTMENT HEAD: Raul Silguero

DEPARTMENT NAME: Department of Budget & Management for Border Colonia Access Program (BCAP) - Pct. 3

ACCOUNT NUMBER: 9-1310-XXX-X0-123-XXX-0-XXX

2009
Transfer

CONTACT PERSON: Sylvia V. Solis **PHONE:** 292-7025 ext. 5423

SUBJECT: **Interfund & BA - 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
9-1310-431-00-123-061-0-339	PCT.3-HILDA/ESTER-OTHER PROF SRV	(1,255.22)
9-1310-431-00-123-062-0-339	PCT.3-LA PALMA-OTHER PROF SRV	(1,618.39)
9-1310-431-00-123-064-0-339	PCT.3-TREVINOS 4-OTHER PROF SRV	(4,186.73)
9-1310-431-00-123-065-0-312	PCT.3-N COUNTRY EST/DIOSA-INDIRECT COST	(697.64)
9-1310-431-00-123-065-0-339	PCT.3-N COUNTRY EST/DIOSA-OTHER PROF SRV	(1,020.42)
9-1310-431-00-123-065-0-731	PCT.3-N COUNTRY EST/DIOSA-ROADS	(990.00)
9-1310-431-00-123-066-0-312	PCT.3-N COUNTRY EST 2/EARTH-INDIRECT COS	(632.96)
9-1310-431-00-123-066-0-339	PCT.3-N COUNTRY EST 2/EARTH-OTHER PROF S	(1,332.33)
9-1310-431-00-123-066-0-731	PCT.3-N COUNTRY EST 2/EARTH-ROADS	(990.00)
9-1310-431-00-123-462-0-312	PCT.3-BASHAM 16/EXT CO RD-INDIRECT COST	(553.18)
9-1310-431-00-123-462-0-339	PCT.3-BASHAM 16/EXT CO RD-OTHER PROF SRV	(543.05)
9-1310-431-00-123-462-0-731	PCT.3-BASHAM 16/EXT CO RD-ROADS	(11,990.00)
9-1310-431-00-123-465-0-312	PCT.3-CARLOS LEAL 2-INDIRECT COST	(3,450.32)
9-1310-431-00-123-465-0-334	PCT.3-CARLOS LEAL 2-ENG&ARCH SRV	(1,998.33)
9-1310-431-00-123-465-0-339	PCT.3-CARLOS LEAL 2-OTHER PROF SRV	(4,087.31)
9-1310-431-00-123-465-0-731	PCT.3-CARLOS LEAL 2-ROADS	(32,640.83)
9-1310-334-30-123-000-0-000	PCT.3 COLONIA ACCESS PRG - REVENUE (ROUND I)	(67,986.71)
	TOTAL BUDGET DECREASE FUND 1310	**(67,986.71)**

REASON: **To de-obligate funds from Pct.3 BCAP Grant - 1st Call (Round I - Fund 1310) into Pct. 3 BCAP - 2nd Call (Round II - Fund 1311) in the amount of $67,986.71 for Round II Colonia projects.**

DEPARTMENT HEAD SIGNATURE

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

DATE: October 28, 2009

DEPARTMENT HEAD: Raul Silguero

DEPARTMENT NAME: Department of Budget & Management for Border Colonia Access Program (BCAP) - Pct. 3

ACCOUNT NUMBER: 9-13XX-XXX-X0-123-000--0-XXX

2009
Transfer

CONTACT PERSON: Sylvia V. Solis **PHONE:** 292-7025 ext. 5423

SUBJECT: **Interfund & BA - 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
9-1311-431-00-123-000-0-899	PCT.3 BCAP - CONTINGENCY	67,986.71
9-1311-334-30-123-000-0-000	PCT.3 BCAP ROUND II - REVENUE	67,986.71
	TOTAL BUDGET INCREASE FUND 1311	**67,986.71**

REASON: **Appropriate funds from Pct 3 BCAP - 1st Call (Round I Fund 1310) to Pct. 3 BCAP - 2nd Call (Round II - Fund 1311) for Round II Colonia projects.**

DEPARTMENT HEAD SIGNATURE

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

AI-18348 **27.D.2.**

2009 Appropriation for CO's 2002 Series - Pct No.2 Adm Blgs

CC REGULAR

Date:	11/03/2009
Submitted By:	Rolando Garcia, BUDGET & MANAGEMENT
Submitted For:	Sergio Cruz
Department:	BUDGET & MANAGEMENT

Agenda Category: Budget and Management **Purchasing only:** Budget Appropriations

Information

CAPTION

CO's 2002 (1332):
Approval of 2009 appropriation of funds in the amount of $33,091.89 to fund a portion of the new Pct No.2 Administrative Offices and other County Offices.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1332-2XX-00-000-000-0-000

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

BUDGETARY IMPACT:

$33,091.89 is available for appropriation from Fund Balance as of 10/30/09.

Attachments

Link: BA

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Roland Garcia (Originator)	Rolando Garcia	10/30/2009 02:50 PM	APRV
2	Budget & Management	Erika Zamora	10/30/2009 02:58 PM	APRV
3	Ivan Cantu	Ivan Cantu	10/30/2009 03:13 PM	APRV
4	Auditor's Office		10/30/2009 04:23 PM	NEW

Form Started By: Rolando Garcia — Started On: 10/30/2009 01:45 PM

Final Approval Date: 10/30/2009

DATE: October 30, 2009

2009
Appropriation

DEPARTMENT HEAD: Raul Silguero

DEPARTMENT NAME: Department of Budget & Management for CO'S 2002 PCT NO.2 (1332)

ACCOUNT NUMBER: 9-1332-415-15-122-042-0-720

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

Contact: Rolando Garcia
Ph#: 292-7025 Ext. 5761

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 NUMBERS	ACCOUNT NAME	INCREASE (DECREASE) AMOUNT
9-1332-415-15-122-042-0-720	CO,2002-PCT2-TAX OFFICE-BUILDINGS	$ 33,091.89
	TOTAL BUDGET INCREASE (DECREASE)	**33,091.89**

REASON:
APPROPRIATION TO FUND A PORTION OF THE PCT NO.2 ADMINISTRATION BUILDINGS AND OTHER BUILDINGS PROJECT

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

AI-18346 **27.D.3.**

2009 BA for Health Benefits (2201)

CC REGULAR

Date:	11/03/2009
Submitted By:	Dale Kennan, BUDGET & MANAGEMENT
Submitted For:	Flora Vasquez
Department:	BUDGET & MANAGEMENT

Agenda Category: Budget and Management **Purchasing only:** Budget Appropriations

Information

CAPTION

Health Benefits (2201):
Approval of 2009 appropriation of funds for Health Benefits in the amount of $1,500,000 to properly fund for 2009.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:** 9-2201-415-00-115-006-0-820

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

BUDGETARY IMPACT:

Appropriation of $1,500,000.00. Funding available for appropriation as of 10-30-09.

Attachments

Link: 2009 BA for Health Benefits (2201)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management		10/30/2009 04:23 PM	PEND
2	Olga Garza	Olga Garza	10/30/2009 02:36 PM	APRV
3	Auditor's Office		10/30/2009 04:23 PM	NEW

Form Started By: Dale Kennan Started On: 10/30/2009 01:35 PM

Final Approval Date: 10/30/2009

DATE: October 30, 2009

2009
Appropriation

DEPARTMENT HEAD: Raul Silguero

DEPARTMENT NAME: Dept. of Budget & Mgmt. for the Health Benefits Division (2201)

ACCOUNT NUMBER: 9-2201-415-00-115-006-0-820

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

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
9-2201-415-00-115-006-0-820	HEALTH BENEFITS-HS-CLAIMS NOT COVERED	1,500,000.00
	TOTAL BUDGET INCREASE (DECREASE)	$ 1,500,000.00

REASON: To appropriate funding in the amount of $1,500,000.00 into HEALTH BENEFITS-HS-CLAIMS NOT COVERED to cover current and future costs (original budget was underfunded).

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-18318 **27.D.4.**

Emergency Expenditure for Public Defense (1100)

CC REGULAR

Date:	11/03/2009
Submitted By:	Dale Kennan, BUDGET & MANAGEMENT
Submitted For:	Sergio Cruz
Department:	BUDGET & MANAGEMENT

Agenda Category: Budget and Management **Purchasing only:** Budget Appropriations

Information

CAPTION

Public Defense (1100):
a. Discussion, consideration, and authorization of emergency expenditures as per Local Government Code Section 111.070.
b. Approval of 2009 appropriation of funds from General Fund (1100) Fund Balance to Public Defense, in the amount of $1,000,000.00 pursuant to emergency appropriation authorized/approved by Commissioners Court under previous item. Additional appropriation(s) may be required as authorized above to cover expenses through the end of 2009.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-412-30-115-016-0-333

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

BUDGETARY IMPACT:

Appropriation from General Fund fund balance, to Public Defense, in the amount $1,000,000.00. Funding is available for appropriation as of 10/28/09.

Attachments

Link: 2009 BA for Public Defense (1100)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management		10/30/2009 04:23 PM	PEND
2	Sylvia Solis	Sylvia Solis	10/30/2009 10:07 AM	APRV
3	Auditor's Office	Angela Garcia	10/30/2009 04:24 PM	APRV

Form Started By: Dale Kennan Started On: 10/29/2009 12:23 PM

Final Approval Date: 10/30/2009

DATE: October 29, 2009

DEPARTMENT HEAD: Raul Silguero

DEPARTMENT NAME: Dept. of Budget & Mgmt. for the Public Defense Department (1100)

ACCOUNT NUMBER: 9-1100-412-30-115-016-0-333

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

2009
Appropriation

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
9-1100-412-30-115-016-0-333	PUBLIC DEFENSE-LEGAL SERVICES	1,000,000.00
	TOTAL BUDGET INCREASE (DECREASE)	$ 1,000,000.00

REASON: To appropriate funding in the amount of $1,000,000.00 into PUBLIC DEFENSE-LEGAL SERVICES to cover legal service fees for 2009.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-18232 **27.E.1.**

Pct.2 R&B - Revised Salary Schedule REF: AI 18231

CC REGULAR

Date:	11/03/2009
Submitted By:	Sylvia Solis, BUDGET & MANAGEMENT
Submitted For:	Yolanda Cisneros
Department:	BUDGET & MANAGEMENT

Agenda Category: Budget and Management **Purchasing only:** Salary Schedule Changes

Information

CAPTION

Pct. #2 R&B (1202) - (AI-18231):
a. Approval of revised salary schedule.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1202-431-00-122-006-0-XXX

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

BUDGETARY IMPACT:

Funds available from deleted position. Refer to AI-18231.

Attachments

Link: Revised salary schedule

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Sylvia Solis	Sylvia Solis	10/27/2009 02:43 PM	APRV
2	Budget & Management	Erika Zamora	10/27/2009 02:58 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	10/28/2009 10:56 AM	APRV
4	Auditor's Office	Linda Fong	10/30/2009 03:07 PM	APRV
5	Purchasing Department	Marty Salazar	10/30/2009 03:21 PM	APRV

Form Started By: Sylvia Solis Started On: 10/26/2009 01:05 PM

Final Approval Date: 10/30/2009

HIDALGO COUNTY
COMMISSIONER COURT
2009 SALARY SCHEDULE

9-1202-431-00-122-006-0

AI - 18231 18232

PCT.2 P/U RD

Slot #	Obj Code	POSITION TITLE	2008 BUDGETED SALARY	2009 ADJUSTED SALARY	2009 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2009 BUDGETED SALARY APPROVED	2009 ACTUAL SALARY	Other Allowances					2009 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	113	CHIEF ADMINISTRATOR	66,035.00	0.00	66,035.00	0.05	3,301.75	0.00	69,336.75	68,250.00	0.00	0.00	0.00	0.00	0.00	68,250.00
0002	113	FIELD OPER DIR	63,960.00	0.00	63,960.00	0.05	3,198.00	0.00	67,158.00	67,158.00	540.00	0.00	0.00	0.00	0.00	67,698.00
0003	113	RESEARCH AND DEVELOPMENT DIRE	46,704.00	0.00	46,704.00	0.05	2,335.20	0.00	49,039.20	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0004	113	EXECUTIVE ASSISTANT	43,414.00	0.00	43,414.00	0.05	2,170.70	0.00	45,584.70	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0005	113	HR COORDINATOR	41,600.00	0.00	41,600.00	0.05	2,080.00	0.00	43,680.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0006	113	SAFETY COORDIN	40,676.00	0.00	40,676.00	0.05	2,033.80	0.00	42,709.80	42,710.00	540.00	0.00	0.00	0.00	0.00	43,250.00
0007	113	ACCOUNTANT	39,520.00	0.00	39,520.00	0.05	1,976.00	0.00	41,496.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0008	113	SPECIAL PROJECTS/PROGRAMS MGR	49,400.00	0.00	49,400.00	0.05	2,470.00	0.00	51,870.00	51,870.00	0.00	0.00	0.00	0.00	0.00	51,870.00
0009	113	ASSISTANT FIELD OPERATIONS DIRE	37,693.00	0.00	37,693.00	0.05	1,885.00	0.00	39,578.00	39,578.00	1,320.00	0.00	0.00	0.00	0.00	40,898.00
0010	113	HEAVY EQUIPMENT OPERATOR III	33,855.00	0.00	33,855.00	0.05	1,693.00	0.00	35,548.00	35,548.00	660.00	0.00	0.00	0.00	0.00	36,208.00
0011	113	HEAVY EQUIPMENT OPERATOR III	33,019.00	0.00	33,019.00	0.05	1,651.00	0.00	34,670.00	30,208.00	0.00	0.00	0.00	0.00	0.00	30,208.00
0012	113	HEAVY EQ OP III	33,019.00	0.00	33,019.00	0.05	1,650.95	0.00	34,669.95	34,670.00	1,080.00	0.00	0.00	0.00	0.00	35,750.00
0013	113	HEAVY EQUIPMENT OPERATOR III	33,019.00	0.00	33,019.00	0.05	1,651.00	0.00	34,670.00	34,670.00	1,080.00	0.00	0.00	0.00	0.00	35,750.00
0014	113	MECHANIC III	33,089.00	0.00	33,089.00	0.05	1,654.45	0.00	34,743.45	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		DELETE THE FOLLOWING POSITION:														
~~0015~~	~~113~~	~~OFFICE COORDINATOR~~	~~30,258.00~~	~~0.00~~	~~30,258.00~~	~~0.05~~	~~1,512.90~~	~~0.00~~	~~31,770.90~~	~~0.00~~	~~0.00~~	~~0.00~~	~~0.00~~	~~0.00~~	~~0.00~~	~~0.00~~
0016	113	HEAVY EQUIPMENT OPERATOR II	28,384.00	0.00	28,384.00	0.05	1,419.20	580.80	30,384.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0017	113	MECHANIC II	28,195.00	0.00	28,195.00	0.05	1,409.75	590.25	30,195.00	30,195.00	660.00	0.00	0.00	0.00	0.00	30,855.00
0018	113	ADMINISTRATIVE ASSISTANT II	38,000.00	0.00	38,000.00	0.05	1,900.00	0.00	39,900.00	39,900.00	960.00	0.00	0.00	0.00	0.00	40,860.00
0019	113	SHOP FOREMAN	36,000.00	0.00	36,000.00	0.05	1,800.00	0.00	37,800.00	37,800.00	300.00	0.00	0.00	0.00	0.00	38,100.00
0020	113	CLERK/RECEPTIONIST	26,894.00	0.00	26,894.00	0.05	1,345.00	655.00	28,894.00	17,680.00	0.00	0.00	0.00	0.00	0.00	17,680.00
0021	113	OFFICE CLERK	26,894.00	0.00	26,894.00	0.05	1,345.00	655.00	28,894.00	20,000.00	0.00	0.00	0.00	0.00	0.00	20,000.00
0022	113	TRUCK DRIVER III	26,813.00	0.00	26,813.00	0.05	1,341.00	659.00	28,813.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0023	113	TRUCK DRVER III	26,535.00	0.00	26,535.00	0.05	1,327.00	673.00	28,535.00	28,535.00	0.00	0.00	0.00	0.00	0.00	28,535.00
0024	113	TRCK DRVER III	26,535.00	0.00	26,535.00	0.05	1,327.00	673.00	28,535.00	22,200.00	0.00	0.00	0.00	0.00	0.00	22,200.00
0025	113	HEAVY EQUIPMENT OPERATOR II	26,356.00	0.00	26,356.00	0.05	1,318.00	682.00	28,356.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0026	113	TRCK DRIVER I	25,572.00	0.00	25,572.00	0.05	1,278.60	721.40	27,572.00	25,647.00	1,020.00	0.00	0.00	0.00	0.00	26,667.00

HIDALGO COUNTY
COMMISSIONER COURT
2009 SALARY SCHEDULE

9-1202-431-00-122-006-0

AI - 18231
18232

PCT.2 P/U RD

Slot #	Obj Code	POSITION TITLE	2008 BUDGETED SALARY	2009 ADJUSTED SALARY	2009 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2009 BUDGETED SALARY APPROVED	2009 ACTUAL SALARY	Other Allowances					2009 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0027	113	TRUCK DRIVER II	25,136.00	0.00	25,136.00	0.05	1,257.00	743.00	27,136.00	26,000.00	0.00	0.00	0.00	0.00	0.00	26,000.00
0028	113	TRCK DRIVER II	25,016.00	0.00	25,016.00	0.05	1,250.80	749.20	27,016.00	27,016.00	960.00	0.00	0.00	0.00	0.00	27,976.00
0029	113	TRUCK DRIVER II	25,016.00	0.00	25,016.00	0.05	1,251.00	749.00	27,016.00	27,016.00	480.00	0.00	0.00	0.00	0.00	27,496.00
0030	113	TRAFFIC SAFETY/ SPECIALIST III	24,991.00	0.00	24,991.00	0.05	1,250.00	750.00	26,991.00	26,991.00	420.00	0.00	0.00	0.00	0.00	27,411.00
0031	113	HEAVY EQUIPMENT OPERATOR II	24,828.00	0.00	24,828.00	0.05	1,241.40	758.60	26,828.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0032	113	TRCK DRIVER II	24,790.00	0.00	24,790.00	0.05	1,239.50	760.50	26,790.00	26,790.00	1,200.00	0.00	0.00	0.00	0.00	27,990.00
0033	113	MAINTENANCE I	24,265.00	0.00	24,265.00	0.05	1,213.00	787.00	26,265.00	17,680.00	0.00	0.00	0.00	0.00	0.00	17,680.00
0034	113	TRUCK DRIVER II	24,059.00	0.00	24,059.00	0.05	1,203.00	797.00	26,059.00	21,900.00	0.00	0.00	0.00	0.00	0.00	21,900.00
0035	113	MAINTENANCE II	23,204.00	0.00	23,204.00	0.05	1,160.20	839.80	25,204.00	20,720.00	0.00	0.00	0.00	0.00	0.00	20,720.00
0036	113	MAINTENANCE II	22,840.00	0.00	22,840.00	0.05	1,142.00	858.00	24,840.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0037	113	TRAFFIC SAFETY/ SPECIALIST I	22,355.00	0.00	22,355.00	0.05	1,118.00	882.00	24,355.00	24,355.00	0.00	0.00	0.00	0.00	0.00	24,355.00
0038	113	MAINTENANCE I	21,753.00	0.00	21,753.00	0.05	1,087.65	912.35	23,753.00	23,753.00	540.00	0.00	0.00	0.00	0.00	24,293.00
0039	113	MAINTENANCE I	21,753.00	0.00	21,753.00	0.05	1,088.00	912.00	23,753.00	23,753.00	480.00	0.00	0.00	0.00	0.00	24,233.00
0040	113	MAINTENANCE I	21,338.00	0.00	21,338.00	0.05	1,067.00	933.00	23,338.00	17,680.00	0.00	0.00	0.00	0.00	0.00	17,680.00
0041	113	MAINTENANCE I	20,984.00	0.00	20,984.00	0.05	1,049.00	951.00	22,984.00	22,984.00	0.00	0.00	0.00	0.00	0.00	22,984.00
0042	113	MAINTENANCE I	20,984.00	0.00	20,984.00	0.05	1,049.20	950.80	22,984.00	22,345.00	360.00	0.00	0.00	0.00	0.00	22,705.00
0043	113	MAINTENANCE I	20,703.00	0.00	20,703.00	0.05	1,035.00	965.00	22,703.00	17,680.00	0.00	0.00	0.00	0.00	0.00	17,680.00
0044	113	TRAFFIC SAFETY/ SPECIALIST I	20,345.00	0.00	20,345.00	0.05	1,017.00	983.00	22,345.00	22,345.00	0.00	0.00	0.00	0.00	0.00	22,345.00
0045	113	TRAFFIC SAFETY SPECIALIST I	20,345.00	0.00	20,345.00	0.05	1,017.00	983.00	22,345.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0055	114	OFFICE CLERK	9,734.00	0.00	9,734.00	0.05	486.70	0.00	10,220.70	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0056	113	TIRE REPAIR/MAINTENANCE	21,840.00	0.00	21,840.00	0.05	1,092.00	908.00	23,840.00	21,760.00	0.00	0.00	0.00	0.00	0.00	21,760.00
T057	121	MAINTENANCE I	19,760.00	0.00	19,760.00	0	0.00	0.00	19,760.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
T058	121	MAINTENANCE I	19,760.00	0.00	19,760.00	0	0.00	0.00	19,760.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
T059	121	MAINTENANCE I	19,760.00	0.00	19,760.00	0	0.00	0.00	19,760.00	17,680.00	0.00	0.00	0.00	0.00	0.00	17,680.00
T060	121	MAINTENANCE I	19,760.00	0.00	19,760.00	0	0.00	0.00	19,760.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0061	113	MECHANIC II	26,500.00	0.00	26,500.00	0.05	1,325.00	675.00	28,500.00	28,500.00	300.00	0.00	0.00	0.00	0.00	28,500.00
0062	113	HEAVY EQUIPMENT OPERATOR III	0.00	33,019.00	33,019.00	0.05	1,651.00	0.00	34,670.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0063	113	HEAVY EQUIPMENT OPERATOR II	0.00	24,828.00	24,828.00	0.05	1,241.00	759.00	26,828.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

HIDALGO COUNTY
COMMISSIONER COURT
2009 SALARY SCHEDULE

9-1202-431-00-122-006-0

AI - 18231 18232

PCT.2 P/U RD

Slot #	Obj Code	POSITION TITLE	2008 BUDGETED SALARY	2009 ADJUSTED SALARY	2009 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2009 BUDGETED SALARY APPROVED	2009 ACTUAL SALARY	Other Allowances					2009 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0064	113	HEAVY EQUIPMENT OPERATOR I	0.00	22,360.00	22,360.00	0.05	1,118.00	882.00	24,360.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0065	113	HEAVY EQUIPMENT OPERATOR I	0.00	22,360.00	22,360.00	0.05	1,118.00	882.00	24,360.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0066	113	HEAVY EQUIPMENT OPERATOR I	0.00	22,360.00	22,360.00	0.05	1,118.00	882.00	24,360.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0067	113	HEAVY EQUIPMENT OPERATOR I	0.00	22,360.00	22,360.00	0.05	1,118.00	882.00	24,360.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0068	113	MECHANIC I	0.00	26,500.00	26,500.00	0.05	1,325.00	675.00	28,500.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0069	113	TRUCK DRIVER II	0.00	24,059.00	24,059.00	0.05	1,203.00	797.00	26,059.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0070	113	TRUCK DRIVER II	0.00	24,059.00	24,059.00	0.05	1,203.00	797.00	26,059.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0071	113	MAINTENANCE I	0.00	20,703.00	20,703.00	0.05	1,035.00	965.00	22,703.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0072	113	MAINTENANCE I	0.00	20,703.00	20,703.00	0.05	1,035.00	965.00	22,703.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0073	113	MAINTENANCE I	0.00	20,703.00	20,703.00	0.05	1,035.00	965.00	22,703.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0074	113	MAINTENANCE I	0.00	20,703.00	20,703.00	0.05	1,035.00	965.00	22,703.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0075	113	SURVEYOR TECHNICIAN	0.00	35,000.00	35,000.00	0.05	1,750.00	0.00	36,750.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0076	113	SURVEYOR TECHNICIAN	0.00	35,000.00	35,000.00	0.05	1,750.00	0.00	36,750.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0077	113	HEAVY EQUIPMENT OPERATOR III	0.00	33,019.00	33,019.00	0.05	1,651.00	0.00	34,670.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
A078	113	ENGINEERING TECHNICIAN I	0.00	0.00	0.00	0	0.00	0.00	0.00	0.00	0.00	0.00	6,000.00	0.00	0.00	6,000.00
T079	121	ENGINEERING TECHNICIAN II	0.00	39,083.00	39,083.00	0	0.00	0.00	39,083.00	39,083.00	0.00	0.00	0.00	0.00	0.00	39,083.00
0080	**113**	**CREATE THE FOLLOWING POSITION: → DATA ENTRY CLERK II**	**0.00**	**29,233.00**	**29,233.00**	**0**	**0.00**	**0.00**	**29,233.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
			1,513,258.00	476,052.00	1,989,310.00		92,099.75	34,152.70	2,115,562.45	1,102,650.00	12,900.00	0.00	6,000.00	0.00	0.00	1,121,250.00

Refer: AI 18231 & AI 18232

1. Approval to delete one (1) vacant regular full-time Office Coordinator position, slot no. 0015, budgeted salary $31,770.90.

2. Approval to create one (1) regular full-time Data Entry Clerk II position, slot no. 0080, budgeted salary $29,233.00.

Positions pending CC approval

AI-18234 **27.E.2.**

Revised Salary Schedule- Ref: AI 18233

CC REGULAR

Date:	11/03/2009
Submitted By:	Rosie Cantu, BUDGET & MANAGEMENT
Submitted For:	Commissioner Precinct No. 3
Department:	BUDGET & MANAGEMENT
Agenda Category:	Budget and Management
Purchasing only:	Salary Schedule Changes

Information

CAPTION

Pct. #3 R&B (1203) - (AI-18233):
a. Approval of intradepartmental transfer.
b. Approval of revised salary schedule.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1203-431-00-123-005-0-260

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

BUDGETARY IMPACT:

Available funds as of 10-26-09.

Attachments

Link: Intradept Transfer

Link: Revised salary schedule

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Rosalinda Cantu (Originator)	Rosie Cantu	10/27/2009 10:50 AM	APRV
2	Budget & Management	Erika Zamora	10/27/2009 12:22 PM	APRV
3	Sylvia Solis	Sylvia Solis	10/27/2009 03:30 PM	APRV
4	Auditor's Office	Linda Fong	10/30/2009 03:09 PM	APRV
5	Purchasing Department	Marty Salazar	10/30/2009 03:29 PM	APRV

Form Started By: Rosie Cantu Started On: 10/26/2009 02:35 PM

Final Approval Date: 10/30/2009

INTRADEPARTMENTAL TRANSFER REQUEST

DATE: October 26, 2009

2009
Transfer

DEPARTMENT HEAD: Raul Silguero, Jr., Budget Officer

DEPARTMENT NAME: Department of Budget & Management for Comm. Pct. No. 3

ACCOUNT NUMBER: 9-1203-431-00-123-005-0-XXX R&B

SUBJECT: **Intradepartmental transfer(s)**

Contact: Rosie Cantu
Ph#: 292-7025 ext 5408

Honorable Commissioners' Court of Hidalgo County:

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

FROM Object Code	**Description**	**TO** Object Code	**Description**	**Amount**
260	WORKER'S COMP	113	REG F/T EMPLOYEES	$ 6,260.54
260	WORKER'S COMP	211	HEALTH INSURANCE	$ 686.02
260	WORKER'S COMP	212	LIFE INSURANCE	$ 4.45
260	WORKER'S COMP	220	FICA	$ 478.93
260	WORKER'S COMP	230	RETIREMENT	$ 564.70
260	WORKER'S COMP	250	UNEMPLOYMENT COMP	$ 31.30
			TOTAL	**$ 8,025.94**

REASON: Transfer to fund new regular full-time Inventory Control Specialist position, slot no. 073.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

Form DBM-201

HIDALGO COUNTY
COMMISSIONER COURT
2009 SALARY SCHEDULE

1203-431-00-123-005-0

PCT. 3 P/U RD

AI - 18234

Ref AI - 18233

Slot #	Obj Code	POSITION TITLE	2008 BUDGETED SALARY	2009 ADJUSTED SALARY	2009 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2009 BUDGETED SALARY APPROVED	2009 ACTUAL SALARY	Other Allowances					2009 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	113	CHIEF ADMINISTRATOR	80,340.00	0.00	80,340.00	0.05	4,017.00	0.00	84,357.00	84,357.00	300.00	0.00	0.00	0.00	0.00	84,657.00
0002	113	COORDINATOR	77,126.00	0.00	77,126.00	0.05	3,856.00	0.00	80,982.00	80,982.00	1,209.59	0.00	0.00	0.00	0.00	82,192.00
0003	113	EXECUTIVE ASSISTANT	59,987.00	0.00	59,987.00	0.05	2,999.00	0.00	62,986.00	62,986.00	501.50	0.00	0.00	0.00	0.00	63,488.00
0004	113	FIELD OPERATIONS DIRECTOR	57,845.00	0.00	57,845.00	0.05	2,892.00	0.00	60,737.00	60,737.00	840.00	0.00	0.00	0.00	0.00	61,577.00
0005	113	ASSISTANT FIELD/OPERATIONS DIRECTOR	49,275.00	2,725.00	52,000.00	0.05	2,600.00	0.00	54,600.00	54,600.00	377.90	0.00	0.00	0.00	0.00	54,978.00
0006	113	ASSISTANT FIELD/OPERATIONS DIRECTOR	49,275.00	0.00	49,275.00	0.05	2,464.00	0.00	51,739.00	51,739.00	0.00	0.00	0.00	0.00	0.00	51,739.00
0007	113	ADMINISTRATIVE AIDE	43,279.00	0.00	43,279.00	0.05	2,164.00	0.00	45,443.00	45,443.00	300.00	0.00	0.00	0.00	0.00	45,443.00
0008	113	PAVING SUPERVISOR	41,298.00	0.00	41,298.00	0.05	2,065.00	0.00	43,363.00	43,363.00	420.00	0.00	0.00	0.00	0.00	43,783.00
0009	113	COMMUNITY LIAISON	39,125.00	0.00	39,125.00	0.05	1,956.00	0.00	41,081.00	41,081.00	0.00	0.00	0.00	0.00	0.00	41,081.00
0010	113	MECHANIC III	36,802.00	3,198.00	40,000.00	0.05	2,000.00	0.00	42,000.00	42,000.00	540.00	0.00	0.00	0.00	0.00	42,540.00
0011	113	MAINTENANCE III	33,306.00	2,694.00	36,000.00	0.05	1,800.00	0.00	37,800.00	37,800.00	420.00	0.00	0.00	0.00	0.00	38,220.00
0012	113	HUMAN RESOURCES SPECIALIST	32,604.00	0.00	32,604.00	0.05	1,630.00	0.00	34,234.00	34,234.00	0.00	0.00	0.00	0.00	0.00	34,234.00
0013	113	HEAVY EQUIPMENT OPERATOR III	31,086.00	914.00	32,000.00	0.05	1,600.00	0.00	33,600.00	33,600.00	0.00	0.00	0.00	0.00	0.00	33,600.00
0014	113	HEAVY EQUIPMENT OPERATOR III	31,086.00	914.00	32,000.00	0.05	1,600.00	0.00	33,600.00	33,600.00	780.00	0.00	0.00	0.00	0.00	34,380.00
0015	113	HEAVY EQUIPMENT OPERATOR III	31,086.00	914.00	32,000.00	0.05	1,600.00	0.00	33,600.00	33,600.00	1,140.00	0.00	0.00	0.00	0.00	34,740.00
0016	113	HEAVY EQUIPMENT OPERATOR II	28,865.00	3,135.00	32,000.00	0.05	1,600.00	0.00	33,600.00	33,600.00	660.00	0.00	0.00	0.00	0.00	34,260.00
0017	113	HEAVY EQUIPMENT OPERATOR II	28,865.00	3,135.00	32,000.00	0.05	1,600.00	0.00	33,600.00	33,600.00	300.00	0.00	0.00	0.00	0.00	33,900.00
0018	113	HEAVY EQUIPMENT OPERATOR II	28,865.00	3,135.00	32,000.00	0.05	1,600.00	0.00	33,600.00	33,600.00	0.00	0.00	0.00	0.00	0.00	33,600.00
0019	113	HEAVY EQUIPMENT OPERATOR II	28,865.00	3,135.00	32,000.00	0.05	1,600.00	0.00	33,600.00	33,600.00	840.00	0.00	0.00	0.00	0.00	34,440.00
0020	113	HEAVY EQUIPMENT OPERATOR II	28,865.00	3,135.00	32,000.00	0.05	1,600.00	0.00	33,600.00	33,600.00	480.00	0.00	0.00	0.00	0.00	34,080.00
0021	113	HEAVY EQUIPMENT OPERATOR III	28,865.00	(2,865.00)	26,000.00	0.05	1,300.00	700.00	28,000.00	28,000.00	0.00	0.00	0.00	0.00	0.00	28,000.00
0022	113	HEAVY EQUIPMENT OPERATOR III	28,865.00	3,135.00	32,000.00	0.05	1,600.00	0.00	33,600.00	33,600.00	0.00	0.00	0.00	0.00	0.00	33,600.00
0023	113	TRUCK DRIVER II	28,865.00	1,135.00	30,000.00	0.05	1,500.00	500.00	32,000.00	32,000.00	0.00	0.00	0.00	0.00	0.00	32,000.00
0024	113	MAINTENANCE III	28,310.00	5,690.00	34,000.00	0.05	1,700.00	0.00	35,700.00	35,700.00	420.00	0.00	0.00	0.00	0.00	36,120.00
0025	113	HEAVY EUIPMENT OPERATOR III	27,852.00	0.00	27,852.00	0.05	1,393.00	607.00	29,852.00	29,852.00	660.00	0.00	0.00	0.00	0.00	30,512.00
0026	113	TRUCK DRIVER II	27,756.00	2,244.00	30,000.00	0.05	1,500.00	500.00	32,000.00	32,000.00	600.00	0.00	0.00	0.00	0.00	32,600.00
0027	113	TRUCK DRIVER II	27,200.00	2,800.00	30,000.00	0.05	1,500.00	500.00	32,000.00	32,000.00	300.00	0.00	0.00	0.00	0.00	32,300.00
0028	113	HEAVY EQUIPMENT OPERATOR III	27,041.00	(1,041.00)	26,000.00	0.05	1,300.00	700.00	28,000.00	28,000.00	0.00	0.00	0.00	0.00	0.00	28,000.00
0029	113	OFFICE CLERK	27,040.00	0.00	27,040.00	0.05	1,352.00	648.00	29,040.00	29,040.00	0.00	0.00	0.00	0.00	0.00	29,040.00
0030	113	MECHANIC II	26,796.00	0.00	26,796.00	0.05	1,340.00	660.00	28,796.00	28,796.00	0.00	0.00	0.00	0.00	0.00	28,796.00
0031	113	INVOICE CLERK	26,645.00	0.00	26,645.00	0.05	1,332.00	507.00	28,484.00	28,484.00	0.00	0.00	0.00	0.00	0.00	28,484.00
0032	113	TRCK DRIVER II	25,706.00	4,294.00	30,000.00	0.05	1,500.00	500.00	32,000.00	32,000.00	0.00	0.00	0.00	0.00	0.00	32,000.00
0033	113	TRCK DRVER III	25,706.00	4,294.00	30,000.00	0.05	1,500.00	500.00	32,000.00	32,000.00	0.00	0.00	0.00	0.00	0.00	32,000.00
0034	113	TRCK DRIVER II	25,706.00	4,294.00	30,000.00	0.05	1,500.00	500.00	32,000.00	32,000.00	540.00	0.00	0.00	0.00	0.00	32,540.00
0035	113	TRCK DRIVER II	25,706.00	4,294.00	30,000.00	0.05	1,500.00	500.00	32,000.00	32,000.00	540.00	0.00	0.00	0.00	0.00	32,540.00
0036	113	TRCK DRVER III	25,706.00	4,294.00	30,000.00	0.05	1,500.00	500.00	32,000.00	32,000.00	780.00	0.00	0.00	0.00	0.00	32,780.00
0037	113	MAINTENANCE II	25,706.00	660.00	26,366.00	0.05	1,318.00	682.00	28,366.00	28,366.00	0.00	0.00	0.00	0.00	0.00	28,366.00
0038	113	MAINTENANCE II	25,706.00	480.00	26,186.00	0.05	1,309.00	691.00	28,186.00	28,186.00	540.00	0.00	0.00	0.00	0.00	28,726.00
0039	113	TRUCK DRIVER I	25,706.00	6,294.00	32,000.00	0.05	1,600.00	0.00	33,600.00	33,600.00	540.00	0.00	0.00	0.00	0.00	34,140.00

HIDALGO COUNTY
COMMISSIONER COURT
2009 SALARY SCHEDULE

1203-431-00-123-005-0

PCT. 3 P/U RD

AI - 18234

Ref AI - 18233

Slot #	Obj Code	POSITION TITLE	2008 BUDGETED SALARY	2009 ADJUSTED SALARY	2009 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2009 BUDGETED SALARY APPROVED	2009 ACTUAL SALARY	Other Allowances					2009 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0040	113	MAINTENANCE I	25,706.00	2,294.00	28,000.00	0.05	1,400.00	600.00	30,000.00	30,000.00	300.00	0.00	0.00	0.00	0.00	30,300.00
0041	113	TRAFFIC SAFETY SPECIALIST II	25,516.00	600.00	26,116.00	0.05	1,306.00	694.00	28,116.00	28,116.00	660.00	0.00	0.00	0.00	0.00	28,776.00
0042	113	MAINTENANCE I	24,272.00	1,728.00	26,000.00	0.05	1,300.00	700.00	28,000.00	28,000.00	660.00	0.00	0.00	0.00	0.00	28,660.00
0043	113	HEAVY EQUIPMENT OPERATOR III	24,197.00	1,803.00	26,000.00	0.05	1,300.00	700.00	28,000.00	28,000.00	540.00	0.00	0.00	0.00	0.00	28,540.00
0044	113	TRUCK DRIVER I	23,565.00	2,435.00	26,000.00	0.05	1,300.00	700.00	28,000.00	28,000.00	0.00	0.00	0.00	0.00	0.00	28,000.00
0045	113	TRUCK DRIVER I	23,565.00	6,435.00	30,000.00	0.05	1,500.00	500.00	32,000.00	32,000.00	0.00	0.00	0.00	0.00	0.00	32,000.00
0046	113	MAINTENANCE III	23,204.00	2,796.00	26,000.00	0.05	1,300.00	700.00	28,000.00	28,000.00	0.00	0.00	0.00	0.00	0.00	28,000.00
0047	113	TRUCK DRIVER II	23,204.00	6,796.00	30,000.00	0.05	1,500.00	500.00	32,000.00	32,000.00	0.00	0.00	0.00	0.00	0.00	32,000.00
0048	113	MAINTENANCE II	23,204.00	2,796.00	26,000.00	0.05	1,300.00	700.00	28,000.00	28,000.00	0.00	0.00	0.00	0.00	0.00	28,000.00
0049	113	TRAFFIC SAFETY SPECIALIST II	23,204.00	2,796.00	26,000.00	0.05	1,300.00	700.00	28,000.00	28,000.00	300.00	0.00	0.00	0.00	0.00	28,300.00
0050	113	MAINTENANCE I	23,204.00	2,796.00	26,000.00	0.05	1,300.00	700.00	28,000.00	28,000.00	0.00	0.00	0.00	0.00	0.00	28,000.00
0051	113	MAINTENANCE I	23,204.00	2,796.00	26,000.00	0.05	1,300.00	700.00	28,000.00	28,000.00	360.00	0.00	0.00	0.00	0.00	28,360.00
0052	113	MAINTENANCE III	24,704.00	1,296.00	26,000.00	0.05	1,300.00	700.00	28,000.00	28,000.00	0.00	0.00	0.00	0.00	0.00	28,000.00
0053	113	CUSTODIAN	23,204.00	2,796.00	26,000.00	0.05	1,300.00	700.00	28,000.00	28,000.00	420.00	0.00	0.00	0.00	0.00	28,420.00
0054	113	HEAVY EQUIPMENT OPERATOR II	23,204.00	2,796.00	26,000.00	0.05	1,300.00	700.00	28,000.00	28,000.00	0.00	0.00	0.00	0.00	0.00	28,000.00
0055	113	MAINTENANCE I	23,204.00	2,796.00	26,000.00	0.05	1,300.00	700.00	28,000.00	28,000.00	0.00	0.00	0.00	0.00	0.00	28,000.00
0056	113	MAINTENANCE I	23,204.00	2,796.00	26,000.00	0.05	1,300.00	700.00	28,000.00	28,000.00	0.00	0.00	0.00	0.00	0.00	28,000.00
0057	113	MAINTENANCE I	23,204.00	2,796.00	26,000.00	0.05	1,300.00	700.00	28,000.00	28,000.00	0.00	0.00	0.00	0.00	0.00	28,000.00
0058	113	MAINTENANCE I	23,204.00	2,796.00	26,000.00	0.05	1,300.00	700.00	28,000.00	28,000.00	0.00	0.00	0.00	0.00	0.00	28,000.00
0059	113	MAINTENANCE I	23,204.00	2,796.00	26,000.00	0.05	1,300.00	700.00	28,000.00	28,000.00	0.00	0.00	0.00	0.00	0.00	28,000.00
0060	113	MAINTENANCE I	23,204.00	2,796.00	26,000.00	0.05	1,300.00	700.00	28,000.00	28,000.00	0.00	0.00	0.00	0.00	0.00	28,000.00
0061	113	MAINTENANCE I	23,204.00	2,796.00	26,000.00	0.05	1,300.00	700.00	28,000.00	28,000.00	0.00	0.00	0.00	0.00	0.00	28,000.00
0062	113	MAINTENANCE I	23,204.00	2,796.00	26,000.00	0.05	1,300.00	700.00	28,000.00	28,000.00	0.00	0.00	0.00	0.00	0.00	28,000.00
0063	113	TIRE REPAIR/MAINTENANCE	26,796.00	1,204.00	28,000.00	0.05	1,400.00	600.00	30,000.00	30,000.00	0.00	0.00	0.00	0.00	0.00	30,000.00
0067	113	WELDER	31,200.00	0.00	31,200.00	0.05	1,560.00	0.00	32,760.00	32,760.00	0.00	0.00	0.00	0.00	0.00	32,760.00
0068	113	HEAVY EQUIPMENT OPERATOR I	22,880.00	0.00	22,880.00	0.05	1,144.00	856.00	24,880.00	24,880.00	0.00	0.00	0.00	0.00	0.00	24,880.00
0069	113	HEAVY EQUIPMENT OPERATOR I	22,880.00	0.00	22,880.00	0.05	1,144.00	856.00	24,880.00	24,880.00	0.00	0.00	0.00	0.00	0.00	24,880.00
T070	121	OFFICE CLERK	0.00	18,720.00	18,720.00	0	0.00	0.00	18,720.00	18,720.00	0.00	0.00	0.00	0.00	0.00	18,720.00
T071	121	OFFICE CLERK	0.00	18,720.00	18,720.00	0	0.00	0.00	18,720.00	18,720.00	0.00	0.00	0.00	0.00	0.00	18,720.00
0072	113	HEAVY EQUIPMENT OPERATOR III	0.00	33,600.00	33,600.00	0	0.00	0.00	33,600.00	33,600.00	0.00	0.00	0.00	0.00	0.00	33,600.00
		NEW PROPOSED POSITION														
0073	**113**	**INVENTORY CONTROL SPECIALIST**	**0.00**	**38,000.00**	**38,000.00**	**0**	**0.00**	**0.00**	**38,000.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
		TOTAL	1,995,273.00	242,607.00	2,237,880.00		106,441.00	27,101.00	2,333,422.00	2,333,422.00	17,268.99	0.00	0.00	0.00	0.00	2,350,392.00

NEW PROPOSED INVENTORY CONTROL SPECIALIST POSITION, SLOT NO. 73, BUDGETED SALARY $38,000.00. PENDING CC APPROVAL.

AI-18347 **27.E.3**

Urban County - TxCDBG Disaster Recovery Grant

CC REGULAR

Date:	11/03/2009
Submitted By:	Sergio Cruz, BUDGET & MANAGEMENT
Department:	BUDGET & MANAGEMENT
Agenda Category:	Budget and Management
Purchasing only:	Salary Schedule Changes

Information

CAPTION

Urban County - TxCDBG Disaster Recovery Grant (AI-18342):
a. Approval of salary schedule.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1288-463-00-250-XXX-0-XXX

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

BUDGETARY IMPACT:

Funding in the amount of $257,500.00 to be allocated, pending Award of TxCDBG Disaster Recovery Grant.

Attachments

Link: Salary Schedule

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Sergio Cruz (Originator)	Sergio Cruz	10/30/2009 03:52 PM	APRV
2	Budget & Management	Erika Zamora	10/30/2009 03:59 PM	APRV
3	Sylvia Solis	Sylvia Solis	10/30/2009 04:03 PM	APRV
4	Auditor's Office		10/30/2009 04:23 PM	NEW

Form Started By: Sergio Cruz — Started On: 10/30/2009 01:44 PM

Final Approval Date: 10/30/2009

3.

HIDALGO COUNTY
COMMISSIONER COURT
2009 SALARY SCHEDULE

9-1288-463-00-250-XXX-0

AI - 18347
RE AI - 18342

TxCDBG DISASTER RECOVERY GRANT

Slot #	Obj Code	POSITION TITLE	2008 BUDGETED SALARY	2009 ADJUSTED SALARY	2009 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2009 BUDGETED SALARY APPROVED	2009 ACTUAL SALARY	Other Allowances					2009 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
		NEW PROPOSED POSITIONS ↓														
0001	113	COORDINATOR	0.00	43,741.95	43,741.95		0.00	0.00	43,741.95	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0002	113	COORDINATOR	0.00	43,741.95	43,741.95		0.00	0.00	43,741.95	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0003	113	INSPECTOR	0.00	34,360.00	34,360.00		0.00	0.00	34,360.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0004	113	INTAKE CLERK	0.00	24,324.00	24,324.00		0.00	0.00	24,324.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
			0.00	146,167.90	146,167.90		0.00	0.00	146,167.90	0.00	0.00	0.00	0.00	0.00	0.00	0.00

1. New Proposed Coordinator positions, slot no. 0001 & 0002, budgeted salary $43,741.95.
2. New Proposed Inspector position, slot no. 0003, budgeted salary $34,360.00.
3. New Proposed Intake Clerk position, slot no. 0004, budgeted salary $24,324.00.
4. All positions pending CC approval.

AI-18301 **28.A.4.**

Approval of Change Order No. 1 -Hidalgo County -Paving Improv Curb and Gutter Parking Lot North of Courhouse.

CC REGULAR

Date: 11/03/2009
Submitted By: Moises Salazar, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department **Purchasing only:** Hidalgo County

Information

CAPTION

Requesting approval of Change Order #1 (net increase) in the amount of $ 4,992.00 in connection with the "Paving Improvements (Curb-Gutter-Sidewalk-Green Areas) at 210-217 N. Closner, Edinburg, TX" from contracted vendor, Jimmy Closner & Sons Construction Co., Inc. (C-08-111A-10-14) and as recommended by project engineer, Quintanilla, Headley and Associates, Inc., with authority for County Judge or Court Member to execute document.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1336-419-40-220-028-0-739
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

PO (No. 614188) increase pending cc approval.

Attachments

Link: Letter from Engineer
Link: Change Order No 1

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	10/29/2009 09:54 AM	APRV
2	Budget & Management	Erika Zamora	10/29/2009 12:34 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	10/30/2009 09:55 AM	APRV
4	Auditor's Office		10/30/2009 04:23 PM	NEW

Form Started By: Moises Salazar Started On: 10/28/2009 03:44 PM

Final Approval Date: 10/30/2009

Municipal Projects
- Subdivisions
- Surveys

Quintanilla, Headley and Associates, Inc.
Consulting Engineers • Land Surveyors
124 E. Stubbs, Edinburg, Texas 78539 Phone: (956) 381-6480 Fax: (956) 381-0527

Alfonso Quintanilia, P.E..,R.P.L.S.
Eulalio Ramirez, P.E.

October 27, 2009

Hidalgo County Purchasing Department
Moises Salazar, Buyer II
2802 South Hwy. 281
Edinburg, Texas 78539

Re: Hidalgo County Paving Improvements-Bid No. 2008-111A-08-27-MSS

Dear Mr. Salazar:

We are submitting change order #1 in the amount of $4,992.00 for approval. The work done should have been brought to our attention prior to its construction. We do not approve the process followed by the contractor but it was needed and has been completed so therefore we recommend approval of the proposed change order.

Should you have any questions or require additional information, please let us know. Thank You.

Respectfully,

Eulalio Ramirez, P.E.
Project Engineer

Cc: Alfonso Quintanilla, P.E., QHA

CONTRACT CHANGE ORDER REQUEST

Owner: County of Hidalgo
2802 South Hwy 281
Edinburg, TX 78539

DATE: October 20, 2009
Change Order No. 1

Contractor/Firm

Jimmy Closner & Sons Const. Co., Inc.
P.O. Box 170
Mercedes, TX 78570

Phone #: (956) 565-2688

Project Name/Acct. No.
Hidalgo County /Paving Improvements (Curb-Gutter-Sidewalk-Green Areas At 210-217 N. Closner, Edinburg, TX/ C-08-111A-10-14

You are hereby requested to comply with the following changes from the contract plans and specifications.

X Final Quantitative adjustments	_____ Quantitative deletion
_____ Unit Price	_____ Time extension
X Quantitative Addition	_____ Other

Reason: Additional cut and repair asphalt was needed to finalize the project. The original amount on the plans was 30 linear feet, however 222 linear feet had to be done along the new curb and gutter which was installed along Closner Road for an increase of $4,992.00.

Contract price prior to change order.....	$ 106,255.00
I. Net Increase/Decrease of this change order No. 1.....	$ 4,992.00
II. Net Increase/Decrease of this change order.....	$
Contract Price with change order.....	$ 111,247.00

Increase/Decrease in time _____ days.

Approved By:

Owner Date

Accepted By:

Contractor Date

Recommended By; **Quintanilla, Headley And Associates, Inc.**

Project Engineer Date

AI-18295 **28.A.5.**

Bid Award Recomm. for Construction of New Precinct No. 2 Administrative Offices for Hidalgo Co. & Other Co. Offices

CC REGULAR

Date:	11/03/2009
Submitted By:	Olga Montero, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department
Purchasing only:	Hidalgo County

Information

CAPTION

Presentation of bids received for the purposes of award for the "Construction of New Precinct No. 2 Administrative Offices for Hidalgo Co. & Other Co. Offices" to lowest responsible bidder meeting all specifications as presented & recommended by project architect V-A Architecture through Bid No. 2009-037c-10-28-otm.

BACKGROUND

Refer to attachments (Letter of Recommendation by V-A Architect & Tabulation Sheet)
Letter from Architect to Vendor requesting clarification & Vendor's clarififcation w/breakdown totals
Letter from Architect advising Comm. Palacios of clarification

Fiscal Impact

FISCAL YEAR: 9 **ACCT. #:** see expenditure summary

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

BUDGETARY IMPACT:

Reference: CC 11/03/09:
AI-18348 - Budget Appropriation from fund balance to (1332) Tax Office for $33,091.89
AI-18349 - Interdept Transfer to (1332) Tax Office for $37,169.69
AI-18350 - Interdept Transfer to (1334) to Pct No.2 Buildings for $198,040.38
to fund a portion of the Pct No.2 Adm Bldgs project.

Attachments

Link: Letter of Recomendation & Tab Sheet

Link: Letter from Architect requesting clarification from vendor

Link: Letter to Comm. Palacios advising of clarification

Link: Exp Summ

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status

1	Purchasing Department	Marty Salazar	10/30/2009 12:09 PM	APRV
2	Budget & Management	Erika Zamora	10/30/2009 12:19 PM	APRV
3	Roland Garcia	Rolando Garcia	10/30/2009 04:14 PM	APRV
4	Auditor's Office		10/30/2009 04:23 PM	NEW

Form Started By: Olga Montero

Started On: 10/28/2009 03:22 PM

Final Approval Date: 10/30/2009

V·A Architecture

October 30, 2009

Héctor "Tito" Palacios, Commissioner
Hidalgo County Pct. 2
301 E. State Street
Pharr, Texas 78577

RE: New Administration Offices for Hidalgo County Pct. 2 & Other County Offices
Pharr, Texas

Commissioner Palacios:

After review of the bids submitted on October 28, 2009 for the above referenced project and D. Wilson Construction Co.'s clarification regarding their base bid amount, we recommend that the project be awarded to D. Wilson Construction Co. in the amount of $5,075,000.00.

Should you have any questions, please phone our office.

Sincerely,

Tomás René Canul

cc: Martha L. Salazar, Hidalgo County Purchasing Agent

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

New Pct. 2 Administration Offices for Hidalgo County & Other County Offices

Pharr, Texas

Bid Date: **10/28/2009 4:00:00 PM**

Contractor	Base Bid	Days	Bid Bond	Forms								Addenda			
				Legal Notice (p.3)	Bidder/Vendor Appl.	Insurance Req. Advn.	Prd. Req./Acknowledgment	HUB Declaration	Certification Re. Debarment	Form W-9	E-Proposer's Affidavit	#1	#2	#3	#4
D. Wilson Construction Co. 1209 E. Pecan, McAllen, TX 78501 (956) 686-9573	$5,075,000.00	296	☑	☑	☑	☑	☑	☑	☑	☑	☑	☑	☑	☑	☑
Texas Descon, L.P. PO Box 3547, McAllen, TX 78502 (956) 682-1225	$5,300,000.00	296	☑	☑	☑	☑	☑	☑	☑	☑	☑	☑	☑	☑	☑
Enriquez Enterprises PO Box 2999, Edinburg, TX 78540 (956) 259-8005	$5,338,491.00	296	☑	☑	☑	☑	☑	☑	☑	☑	☑	☑	☑	☑	☑
Rio Valley Construction, Inc. 4124 N. Taylor Rd., McAllen, TX 78504 (956) 687-1972	$5,640,000.00	296	☑	☑	☑	☑	☑	☑	☑	☑	☑	☑	☑	☑	☑
Journeyman Construction, Inc. 7701 N. Lamar, Ste. 100, Austin, TX 78752 (512) 247-7000	$6,050,900.00	296	☑	☑	☑	☑	☑	☑	☑	☑	☑	☑	☑	☑	☑

V·A Architecture
1029 Industrial Drive, McAllen, Texas 78504 (956) 631-2242

V·A Architecture

FAX TRANSMISSION COVER SHEET

DATE:	October 30, 2009	**TIME:**	9:55 am
TO:	Commissioner Palacios	**FAX #:**	787-4683
		FROM:	Tommy Canul
FIRM:	Hidalgo County	**V·A JOB**	08-1016
PROJECT:	New Administration Offices for Hidalgo County Pct. 2 & Other County Offices Pharr, Texas		

REMARKS:

TOTAL # OF PAGES (INCLUDING THIS COVER SHEET): 3

PLEASE CONFIRM RECEIPT OF THIS FAX BY CALLING (956) 631-2242 AS SOON AS POSSIBLE.

IF YOU DO NOT RECEIVE ALL OF THE PAGES, PLEASE CALL IMMEDIATELY.

FAX OPERATOR: Sonia

Cc: Marty Salazar 318-2629

Vargas & Associates
2029 Industrial Drive
McAllen, Texas 78504
(956) 631-2242
~~(956) 686-7916 Fax~~

***Please note that our fax machine is not working for receipt of faxes. In lieu of faxing, we ask that you send information via e-mail to: **v-aarchitecture@att.net.**

V·A Architecture

October 29, 2009

Bill Wilson
D. Wilson Construction Co.
1209 E. Pecan
P.O. Box 3455
McAllen, Texas 78501

RE: New Administration Offices for Hidalgo County Pct. 2 & Other County Offices
Pharr, Texas

Mr. Wilson:

After reviewing your proposal form received for the above referenced project on October 28, 2009, we have discovered that the breakdown line items A-J do not add up to the Total Base Bid Amount of $5,075,000.00.

We request that you clarify this apparent discrepancy, and acknowledge if the total base bid amount of $5,075,000.00 listed on your proposal form is indeed the correct base bid amount.

Should you have any questions, please phone our office.

Sincerely,

Tomás René Canul

cc: Commissioner Héctor "Tito" Palacios, Commissioner Hidalgo County Pct. 2
Martha L. Salazar, Hidalgo County Purchasing Agent

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

D. WILSON CONSTRUCTION CO. 50 Years

October 29, 2009

Mr. Tomás René Canul
V•A Architecture
2029 Industrial Drive
McAllen, Texas 78504

Re: New Administration Offices for Hidalgo County Pct. 2
and Other County Offices
Pharr, Texas

Mr Canul:

Enclosed are the bid forms with MEP breakdowns and the Civil Engineer's Quantity Worksheets as required.

In regard to the bid form submitted yesterday, we clearly noted in the right margin that items F thru J were "incl. above" (see form attached, as provided by Olga Montero of Hidalgo County). If one adds items A, B/C, D and E, they total $5,075,000, our base bid.

Our interpretation of the bid form was that the County wanted the base bid broken down by building (Items A thru E) and a further detail of other items.

Sincerely,

TIMOTHY J. MICKUNAS
CORPORATE FINANCIAL OFFICER

PROPOSAL FORM for Bid #2009-037C-10-28-OTM

PROJECT: New Hidalgo County Pct. 2 Administration Offices and Other County Offices, Pharr, Tx

PLACE: Hidalgo County Purchasing Department, 2812 S. Business 281, Edinburg, Tx 78539

DATE/TIME: October 28, 2009 @ 4:00 pm

TO: Marty Salazar, Hidalgo County Purchasing Agent

BIDDER: D. WILSON CONSTRUCTION COMPANY

1. Pursuant to and in compliance with the Invitation to Bid and the proposed Contract Documents dated July 31, 2009 prepared by V·A Architecture and the proposed Contract Documents dated October 7, 2009 prepared by R. Gutiérrez Engineering, relating to the above referenced project, the undersigned, having become thoroughly familiar with the terms and conditions of the proposed Contract Documents and with local conditions affecting the performance and costs of the work at the place where the work is to be completed, and having fully inspected the site in all particulars, hereby proposes and agrees to fully perform the work within the time stated and in strict accordance with the proposed Contract Documents, and addenda thereto, including furnishing of any and all labor and materials, General Construction, Civil Work, including all utilities, Mechanical, Electrical and Plumbing for the following sums of money:

1. BASE BID: All labor, materials, services and equipment necessary for completion of the work shown on the drawings and in the specifications, for the base bid.

A.	Hidalgo Cty. Pct. 2 Offices (including A1,2,3 below)		A $ 738,420.00
	1. Mechanical	$ 51,458.00	
	2. Electrical	$ 98,900.00	
	3. Plumbing	$ 48,000.00	
B/C.	Health & Human Svcs. & WIC Clinic (including B/C1,2,3 below)		B/C $ 1,104,920.00
	4. Mechanical	$ 135,263.00	
	5. Electrical	$ 185,500.00	
	6. Plumbing	$ 63,000.00	
D.	Tax Offices (including D1,2,3 below)		D $ 703,920.00
	7. Mechanical	$ 57,783.00	
	8. Electrical	$ 60,500.00	
	9. Plumbing	$ 40,000.00	
E.	Justice of the Peace Offices (including E 1,2,3 below)		E $ 909,920.00
	10. Mechanical	$ 92,496.00	
	11. Electrical	$ 85,100.00	
	12. Plumbing	$ 48,000.00	
F.	Solar Outdoor Lighting		F $ 376,214.00
G.	Grid-Tie Wind Turbine Generator System		G $ 62,677.00
H.	Grid-Tie Photovoltaic and Inverter System		H $ 202,476.00
I.	Insulated Concrete Forms (ICF) Exterior Wall Construction with 3/4" furring strips and 5/8" type X gypsum board, (taped, floated, textured & painted, in lieu of 8" concrete block		I $ 242,453.00
J.	Paving, Drainage, Utilities and Miscellaneous Improvements		J $ 734,000.00
TOTAL BASE BID			$ 5,075,000.00

PROPOSAL FORM for Bid #2009-037C-10-28-OTM

PROJECT: New Hidalgo County Pct. 2 Administration Offices and Other County Offices, Pharr, Tx

PLACE: Hidalgo County Purchasing Department, 2812 S. Business 281, Edinburg, Tx 78539

DATE/TIME: October 28, 2009 @ 4:00 pm

TO: Marty Salazar, Hidalgo County Purchasing Agent

BIDDER: D. WILSON CONSTRUCTION COMPANY

1. Pursuant to and in compliance with the Invitation to Bid and the proposed Contract Documents dated July 31, 2009 prepared by V·A Architecture and the proposed Contract Documents dated October 7, 2009 prepared by R. Gutiérrez Engineering, relating to the above referenced project, the undersigned, having become thoroughly familiar with the terms and conditions of the proposed Contract Documents and with local conditions affecting the performance and costs of the work at the place where the work is to be completed, and having fully inspected the site in all particulars, hereby proposes and agrees to fully perform the work within the time stated and in strict accordance with the proposed Contract Documents, and addenda thereto, including furnishing of any and all labor and materials, General Construction, Civil Work, including all utilities, Mechanical, Electrical and Plumbing for the following sums of money:

1. BASE BID: All labor, materials, services and equipment necessary for completion of the work shown on the drawings and in the specifications, for the base bid.

A.	Hidalgo Cty. Pct. 2 Offices (including A1,2,3 below)		A $ 1,176,700.00
	1. Mechanical	$	
	2. Electrical	$	
	3. Plumbing	$	
B/C.	Health & Human Svcs. & WIC Clinic (including B/C1,2,3 below)		B/C $ 1,457,000.00
	4. Mechanical	$	
	5. Electrical	$	
	6. Plumbing	$	
D.	Tax Offices (including D1,2,3 below)		D $ 1,136,000.00
	7. Mechanical	$	
	8. Electrical	$	
	9. Plumbing	$	
E.	Justice of the Peace Offices (including E 1,2,3 below)		E $ 1,306,000.00
	10. Mechanical	$	
	11. Electrical	$	
	12. Plumbing	$	
F.	Solar Outdoor Lighting		F $ 382,881.00
G.	Grid-Tie Wind Turbine Generator System		G $ 69344.00
H.	Grid-Tie Photovoltaic and Inverter System		H $ 209,143.00
I.	Insulated Concrete Forms (ICF) Exterior Wall Construction with 3/4" furring strips and 5/8" type X gypsum board, (taped, floated, textured & painted, in lieu of 8" concrete block		I $ 216,453.00
J.	Paving, Drainage, Utilities and Miscellaneous Improvements		J $ 763,110.00
TOTAL BASE BID			$ 5,075,000.00

Incl. above

CIVIL ENGINEER'S QUANTITY WORKSHEET

Project: NEW PRECINCT No.2 ADMINISTRATION OFFICES for HIDALGOCOUNTY AND OTHER OFFICES

ITEM NO.	DESCRIPTION	UNIT	UNIT COST	ESTIMATED QUANTITY	TOTAL COST
	I. Paving				
1	Roadway Excavation, Fill & Grade	CY	8.15	26,804	218,452
2	8-inch Sub-Grade Preparation (3% Lime Stabilization)	SY	1.60	14,618	23,499
3	Lime	TON	155.92	112	17,464
4	8" Compacted Caliche Base	SY	6.21	14,618	90,862
5	1 1/2-inch H.M.A.C. (Ty.-D) w/ Prime Coat	SY	7.66	11,824	90,669
6	72-inch Concrete Valley Gutter	LF	25.03	701	17,548
7	18-inch Concrete Curb & Gutter	LF	4.71	6,024	28,396
8	Erosion & Sediment Control Fence	LF	1.98	3,105	6,161
9	Concrete Sidewalk	SY	9.40	2,196	20,642
10	Wheel Stop	EA	48.00	201	9,648
11	4-inch White Stripe	LF	.55	4,966	2,732
12	White Single Arrow	EA	50.00	3	150
13	Handicap Symbol	EA	55.00	22	1,210
14	Handicap Sign	EA	200.00	22	4,400
15	ADA Loading Stripes (Complete Area)	EA	150.00	11	1,650.
16	Sidewalk (ADA) Concrete Ramps	EA	320.00	33	10,560
				PAVING SUB-TOTAL :	544,043
	II. Drainage				
17	18" Concrete Pipe	LF	21.80	408	8,894
18	24" Concrete Pipe	LF	26.55	230	6,106
19	15" ADS Pipe	LF	16.20	928	15,033
20	18" ADS Pipe	LF	21.20	57	1,208
21	8" PVC Pipe	LF	13.00	104	1,352
22	Type "C" Inlet w/ Conc. Apron	EA	2280.00	6	13,680
23	Concrete Apron (RipRap)	CY	720.00	3	2,160
24	5' Concrete Storm Manhole	EA	1880.00	2	3,760
25	Inline Drain System w/Tee 90 Elbow & Metal Grate Inlet	EA	1550.00	9	13,950
26	Concrete Flumes	EA	280.00	9	2,520
				STORM DRAINAGE SUB-TOTAL :	68,663
	III. SANITARY SEWER IMPROVEMENTS				
27	8" SDR-26 PVC Sanitary Sewer Line	LF	11.20	734	8,220
28	16" SDR Casing (20-ft. Each Joint)	EA	540.00	7	3,780
29	4' Diameter Fiber-Glass Manhole	EA	1720.00	3	5,160
30	6" Sanitary Sewer Service Connection	EA	300.00	6	1,800
31	6" SDR-26 PVC Sanitary Sewer line	LF	13.00	124	1,612
32	Tie Into Exdsting Sanitary Sewer Manhole	EA	1400.00	1	1,400
33	Trench Protection	LF	2.00	734	1,468
				SANITARY SEWER SUB-TOTAL :	23,440
	IV. WATER IMPROVEMENTS				
34	12" PVC C-900 DR 18	LF	20.95	2,478	51,914
35	8" PVC C-900 DR 18	LF	13.20	80	1,056
36	6" PVC C-900 DR 18	LF	9.80	42	411
37	1" PVC C-900 DR 18	LF	4.00	485	1,940
38	24" PVC Casing (20-ft. Each Joint)	EA	760.00	8	6,080
39	2" PVC Casing (20-ft. Each Joint)	EA	26.00	11	286.
40	Fire Hydrant w/ 12"x6" Tee & 6" V&B (short)	EA	3420.00	4	13,680
41	Fire Hydrant w/ 12"x6" Tee & 6" V&B (long)	EA	2855.00	2	5,710
42	12" M.J. Gate Valve & Box	EA	2140.00	3	6,420
43	8" M.J. Gate Valve & Box	EA	1100.00	2	2,200
44	4" M.J. Gate Valve & Box	EA	725.00	1	725
45	Tie into Existing 8" Water line (12"x8" M.J Tee)	EA	1225.00	2	2,450
46	12"x12" M.J. Tee	EA	790.00	2	1,580
47	12"x4" M.J. Reducer	EA	360.00	1	360
48	12" M.J. Elbows (90°,45°,22.5°,11.25°)	EA	450.00	4	900
49	Water Meter Assembly w/ Meter Boxes	LS	125.00	4	500
50	2" Backflow Preventer Assembly w/ meter box	LS	950.00	1	950
51	Fire Hydrant Blue Reflectors	LS	115.00	6	692
				WATER SUB-TOTAL :	97,854
				GRAND TOTAL :	$734,000

CIVIL ENGINEER'S QUANTITY WORKSHEET

Project: NEW PRECINCT No.2 ADMINISTRATION OFFICES for HIDALGOCOUNTY AND OTHER OFFICES

ITEM NO.	DESCRIPTION	UNIT	UNIT COST	ESTIMATED QUANTITY	TOTAL COST
	I. Paving				
1	Roadway Excavation, Fill & Grade	CY	8.15	26,804	218,452
2	8-inch Sub-Grade Preparation (3% Lime Stabilization)	SY	1.60	14,618	23,499
3	Lime	TON	155.92	112	17,464
4	8" Compacted Caliche Base	SY	6.21	14,618	90,862
5	1 1/2-inch H.M.A.C. (Ty.-D) w/ Prime Coat	SY	7.66	11,824	90,669
6	72-inch Concrete Valley Gutter	LF	25.03	701	17,548
7	18-inch Concrete Curb & Gutter	LF	4.71	6,024	28,396
8	Erosion & Sediment Control Fence	LF	1.98	3,105	6,161
9	Concrete Sidewalk	SY	9.40	2,196	20,642
10	Wheel Stop	EA	48.00	201	9,648
11	4-inch White Stripe	LF	.55	4,966	2,732
12	White Single Arrow	EA	50.00	3	150
13	Handicap Symbol	EA	55.00	22	1,210
14	Handicap Sign	EA	200.00	22	4,400
15	ADA Loading Stripes (Complete Area)	EA	150.00	11	1,650.
16	Sidewalk (ADA) Concrete Ramps	EA	320.00	33	10,560
				PAVING SUB-TOTAL :	544,043
	II. Drainage				
17	18" Concrete Pipe	LF	21.80	408	8,894
18	24" Concrete Pipe	LF	26.55	230	6,106
19	15" ADS Pipe	LF	16.20	928	15,033
20	18" ADS Pipe	LF	21.20	57	1,208
21	8" PVC Pipe	LF	13.00	104	1,352
22	Type "C" Inlet w/ Conc. Apron	EA	2280.00	6	13,680
23	Concrete Apron (RipRap)	CY	720.00	3	2,160
24	5' Concrete Storm Manhole	EA	1880.00	2	3,760
25	Inline Drain System w/Tee 90 Elbow & Metal Grate Inlet	EA	1550.00	9	13,950
26	Concrete Flumes	EA	280.00	9	2,520
				STORM DRAINAGE SUB-TOTAL :	68,663
	III. SANITARY SEWER IMPROVEMENTS				
27	8" SDR-26 PVC Sanitary Sewer Line	LF	11.20	734	8,220
28	16" SDR Casing (20-ft. Each Joint)	EA	540.00	7	3,780
29	4' Diameter Fiber-Glass Manhole	EA	1720.00	3	5,160
30	6" Sanitary Sewer Service Connection	EA	300.00	6	1,800
31	6" SDR-26 PVC Sanitary Sewer line	LF	13.00	124	1,612
32	Tie Into Existing Sanitary Sewer Manhole	EA	1400.00	1	1,400
33	Trench Protection	LF	2.00	734	1,468
				SANITARY SEWER SUB-TOTAL :	23,440
	IV. WATER IMPROVEMENTS				
34	12" PVC C-900 DR 18	LF	20.95	2,478	51,914
35	8" PVC C-900 DR 18	LF	13.20	80	1,056
36	6" PVC C-900 DR 18	LF	9.80	42	411
37	1" PVC C-900 DR 18	LF	4.00	485	1,940
38	24" PVC Casing (20-ft. Each Joint)	EA	760.00	8	6,080
39	2" PVC Casing (20-ft. Each Joint)	EA	26.00	11	286
40	Fire Hydrant w/ 12"x6" Tee & 6" V&B (short)	EA	3420.00	4	13,680
41	Fire Hydrant w/ 12"x6" Tee & 6" V&B (long)	EA	2855.00	2	5,710
42	12" M.J. Gate Valve & Box	EA	2140.00	3	6,420
43	8" M.J. Gate Valve & Box	EA	1100.00	2	2,200
44	4" M.J. Gate Valve & Box	EA	725.00	1	725
45	Tie Into Existing 8" Water line (12"x8" M.J Tee)	EA	1225.00	2	2,450
46	12"x12" M.J. Tee	EA	790.00	2	1,580
47	12"x4" M.J. Reducer	EA	360.00	1	360
48	12" M.J. Elbows (90°,45°,22.5°,11.25°)	EA	450.00	4	900
49	Water Meter Assembly w/ Meter Boxes	LS	125.00	4	500
50	2" Backflow Preventer Assembly w/ meter box	LS	950.00	1	950
51	Fire Hydrant Blue Reflectors	LS	115.00	6	692
				WATER SUB-TOTAL :	97,854
				GRAND TOTAL :	$734,000

CIVIL ENGINEER'S QUANTITY WORKSHEET

Project: NEW PRECINCT No.2 ADMINISTRATION OFFICES for HIDALGOCOUNTY AND OTHER OFFICES

ITEM NO.	DESCRIPTION	UNIT	UNIT COST	ESTIMATED QUANTITY	TOTAL COST
	I. Paving				
1	Roadway Excavation, Fill & Grade	CY	8.15	26,804	218,452
2	8-inch Sub-Grade Preparation (3% Lime Stabilization)	SY	1.60	14,618	23,499
3	Lime	TON	155.92	112	17,464
4	8" Compacted Caliche Base	SY	6.21	14,618	90,862
5	1 1/2-inch H.M.A.C. (Ty.-D) w/ Prime Coat	SY	7.66	11,824	90,669
6	72-inch Concrete Valley Gutter	LF	25.03	701	17,548
7	18-inch Concrete Curb & Gutter	LF	4.71	6,024	28,396
8	Erosion & Sediment Control Fence	LF	1.98	3,105	6,161
9	Concrete Sidewalk	SY	9.40	2,196	20,642
10	Wheel Stop	EA	48.00	201	9,648
11	4-inch White Stripe	LF	.55	4,968	2,732
12	White Single Arrow	EA	50.00	3	150
13	Handicap Symbol	EA	55.00	22	1,210
14	Handicap Sign	EA	200.00	22	4,400
15	ADA Loading Stripes (Complete Area)	EA	150.00	11	1,650
16	Sidewalk (ADA) Concrete Ramps	EA	320.00	33	10,560
				PAVING SUB-TOTAL :	544,043
	II. Drainage				
17	18" Concrete Pipe	LF	21.80	408	8,894
18	24" Concrete Pipe	LF	26.55	230	6,106
19	15" ADS Pipe	LF	16.20	928	15,033
20	18" ADS Pipe	LF	21.20	57	1,208
21	8" PVC Pipe	LF	13.00	104	1,352
22	Type "C" Inlet w/ Conc. Apron	EA	2280.00	6	13,680
23	Concrete Apron (RipRap)	CY	720.00	3	2,160
24	5' Concrete Storm Manhole	EA	1880.00	2	3,760
25	Inline Drain System w/Tee 90 Elbow & Metal Grate Inlet	EA	1550.00	9	13,950
26	Concrete Flumes	EA	280.00	9	2,520
				STORM DRAINAGE SUB-TOTAL :	68,663
	III. SANITARY SEWER IMPROVEMENTS				
27	8" SDR-26 PVC Sanitary Sewer Line	LF	11.20	734	8,220
28	16" SDR Casing (20-ft. Each Joint)	EA	540.00	7	3,780
29	4' Diameter Fiber-Glass Manhole	EA	1720.00	3	5,160
30	6" Sanitary Sewer Service Connection	EA	300.00	6	1,800
31	6" SDP-26 PVC Sanitary Sewer line	LF	13.00	124	1,612
32	Tie Into Existing Sanitary Sewer Manhole	EA	1400.00	1	1,400
33	Trench Protection	LF	2.00	734	1,468
				SANITARY SEWER SUB-TOTAL :	23,440
	IV. WATER IMPROVEMENTS				
34	12" PVC C-900 DR 18	LF	20.95	2,478	51,914
35	8" PVC C-900 DR 18	LF	13.20	80	1,056
36	6" PVC C-900 DR 18	LF	9.80	42	411
37	1" PVC C-900 DR 18	LF	4.00	485	1,940
38	24" PVC Casing (20-ft. Each Joint)	EA	760.00	8	6,080
39	2" PVC Casing (20-ft. Each Joint)	EA	26.00	11	286
40	Fire Hydrant w/ 12"x6" Tee & 6" V&B (short)	EA	3420.00	4	13,680
41	Fire Hydrant w/ 12"x6" Tee & 6" V&B (long)	EA	2855.00	2	5,710
42	12" M.J. Gate Valve & Box	EA	2140.00	3	6,420
43	8" M.J. Gate Valve & Box	EA	1100.00	2	2,200
44	4" M.J. Gate Valve & Box	EA	725.00	1	725
45	Tie Into Existing 8" Water line (12"x8" M.J Tee)	EA	1225.00	2	2,450
46	12"x12" M.J. Tee	EA	790.00	2	1,580
47	12"x4" M.J. Reducer	EA	360.00	1	360
48	12" M.J. Elbows (90°,45°,22.5°,11.25°)	EA	450.00	4	900
49	Water Meter Assembly w/ Meter Boxes	LS	125.00	4	500
50	2" Backflow Preventer Assembly w/ meter box	LS	950.00	1	950
51	Fire Hydrant Blue Reflectors	LS	115.00	6	692
				WATER SUB-TOTAL :	97,854
				GRAND TOTAL :	$734,000

New Pct. 2 Administration Offices for Hidalgo County & Other County Offices

Pharr, Texas

Bid Date: 10/28/2009 4:00:00 PM

Contractor	Base Bid	Days	Bid Bond	Forms								Addenda			
				Legal Notice (p.8)	Bidder/Vendor Appl.	Insurance Req.Ackn.	Proj.Req.Acknowledgment	HUB Declaration	Certification Re:Debarment.	Form W-9	E:Proposer's Affidavit..	#1	#2	#3	#4
D. Wilson Construction Co. 1209 E. Pecan, McAllen, TX 78501 (956) 686-9573	***$5,075,000.00***	296	☑	☑	☑	☑	☑	☑	☑	☑	☑	☑	☑	☑	☑
Texas Descon, L.P. PO Box 3547, McAllen, TX 78502 (956) 682-1225	***$5,300,000.00***	296	☑	☑	☑	☑	☑	☑	☑	☑	☑	☑	☑	☑	☑
Enriquez Enterprises PO Box 2999, Edinburg, TX 78540 (956) 259-8005	***$5,338,491.00***	296	☑	☑	☑	☑	☑	☑	☑	☑	☑	☑	☑	☑	☑
Rio Valley Construction, Inc. 4124 N. Taylor Rd., McAllen, TX 78504 (956) 687-1972	***$5,640,000.00***	296	☑	☑	☑	☑	☑	☑	☑	☑	☑	☑	☑	☑	☑
Journeyman Construction, Inc. 7701 N. Lamar, Ste. 100, Austin, TX 78752 (512) 247-7000	***$6,050,900.00***	296	☑	☑	☑	☑	☑	☑	☑	☑	☑	☑	☑	☑	☑

08-1016

Friday, October 30, 2009

VA Architecture
2029 Industrial Drive, McAllen, Texas 78504 (956) 631-2242

V·A Architecture

October 30, 2009

Héctor "Tito" Palacios, Commissioner
Hidalgo County Pct. 2
301 E. State Street
Pharr, Texas 78577

RE: New Administration Offices for Hidalgo County Pct. 2 & Other County Offices
Pharr, Texas

Commissioner Palacios:

Enclosed please find D. Wilson Construction Co.'s clarification submitted to our office yesterday, which supports their base bid amount of $5,075,000.00.

Should you have any questions, please phone our office.

Sincerely,

Tomás René Canul

cc: Martha L. Salazar, Hidalgo County Purchasing Agent

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

D. WILSON CONSTRUCTION CO. 50 Years

October 29, 2009

Mr. Tomás René Canul
V•A Architecture
2029 Industrial Drive
McAllen, Texas 78504

Re: New Administration Offices for Hidalgo County Pct. 2
and Other County Offices
Pharr, Texas

Mr Canul:

Enclosed are the bid forms with MEP breakdowns and the Civil Engineer's Quantity Worksheets as required.

In regard to the bid form submitted yesterday, we clearly noted in the right margin that items F thru J were "incl. above" (see form attached, as provided by Olga Montero of Hidalgo County). If one adds items A, B/C, D and E, they total $5,075,000, our base bid.

Our interpretation of the bid form was that the County wanted the base bid broken down by building (Items A thru E) and a further detail of other items.

Sincerely,

TIMOTHY J. MICKUNAS
CORPORATE FINANCIAL OFFICER

PROPOSAL FORM for Bid #2009-037C-10-28-OTM

PROJECT: New Hidalgo County Pct. 2 Administration Offices and Other County Offices, Pharr, Tx

PLACE: Hidalgo County Purchasing Department, 2812 S. Business 281, Edinburg, Tx 78539

DATE/TIME: October 28, 2009 @ 4:00 pm

TO: Marty Salazar, Hidalgo County Purchasing Agent

BIDDER: D. WILSON CONSTRUCTION COMPANY

1. Pursuant to and in compliance with the Invitation to Bid and the proposed Contract Documents dated July 31, 2009 prepared by V-A Architecture and the proposed Contract Documents dated October 7, 2009 prepared by R. Gutiérrez Engineering, relating to the above referenced project, the undersigned, having become thoroughly familiar with the terms and conditions of the proposed Contract Documents and with local conditions affecting the performance and costs of the work at the place where the work is to be completed, and having fully inspected the site in all particulars, hereby proposes and agrees to fully perform the work within the time stated and in strict accordance with the proposed Contract Documents, and addenda thereto, including furnishing of any and all labor and materials, General Construction, Civil Work, including all utilities, Mechanical, Electrical and Plumbing for the following sums of money:

1. BASE BID: All labor, materials, services and equipment necessary for completion of the work shown on the drawings and in the specifications, for the base bid.

A.	Hidalgo Cty. Pct. 2 Offices (including A1,2,3 below)		A $ 4,176,700.00
	1. Mechanical	$	
	2. Electrical	$	
	3. Plumbing	$	
B/C.	Health & Human Svcs. & WIC Clinic (including B/C1,2,3 below)		B/C $ 1,457,000.00
	4. Mechanical	$	
	5. Electrical	$	
	6. Plumbing	$	
D.	Tax Offices (including D1,2,3 below)		D $ 1,136,000.00
	7. Mechanical	$	
	8. Electrical	$	
	9. Plumbing	$	
E.	Justice of the Peace Offices (including E 1,2,3 below)		E $ 1,306,000.00
	10. Mechanical	$	
	11. Electrical	$	
	12. Plumbing	$	
F.	Solar Outdoor Lighting		F $ 382,881.00
G.	Grid-Tie Wind Turbine Generator System		G $ 69,344.00
H.	Grid-Tie Photovoltaic and Inverter System		H $ 209,143.00
I.	Insulated Concrete Forms (ICF) Exterior Wall Construction with 3/4" furring strips and 5/8" type X gypsum board, (taped, floated, textured & painted, in lieu of 8" concrete block		I $ 216,453.00
J.	Paving, Drainage, Utilities and Miscellaneous Improvements		J $ 763,110.00
TOTAL BASE BID			$ 5,075,000.00

Incl. above

V·A Architecture

FAX TRANSMISSION COVER SHEET

DATE:	October 30, 2009	**TIME:**	9:50 am
TO:	Commissioner Palacios	**FAX #:**	787-4683
		FROM:	Tommy Canul
FIRM:	Hidalgo County	**V·A JOB**	08-1016

PROJECT: New Administration Offices for Hidalgo County Pct. 2 & Other County Offices
Pharr, Texas

REMARKS:

TOTAL # OF PAGES (INCLUDING THIS COVER SHEET): 4

PLEASE CONFIRM RECEIPT OF THIS FAX BY CALLING (956) 631-2242 AS SOON AS POSSIBLE.

IF YOU DO NOT RECEIVE ALL OF THE PAGES, PLEASE CALL IMMEDIATELY.

FAX OPERATOR: Sonia

Cc: Marty Salazar 318-2629

Vargas & Associates
2029 Industrial Drive
McAllen, Texas 78504
(956) 631-2242
~~(956) 686-7916 Fax~~

***Please note that our fax machine is not working for receipt of faxes. In lieu of faxing, we ask that you send information via e-mail to: **v-aarchitecture@att.net.**

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
1332 CERT OF OBLIG,SERIES 2002							
9-1332-415-15-122-042-0-720	CO,2002-PCT2-TAX OFFICE-BUILDINGS	531,455.13	.00	.00	.00	531,455.13	.00
1332 CERT OF OBLIG,SERIES 2002		**531,455.13**	**.00**	**.00**	**.00**	**531,455.13**	**.00**
1334 CERT OF OBLIG,SERIES 2004							
9-1334-415-15-122-042-0-720	CO,2004-PCT2-TAX OFFICE-BUILDINGS	568,213.59	14,343.39	61,747.76	61,747.76	492,122.44	13.39
9-1334-431-00-122-021-0-720	CO,2004-PCT2-BUILDINGS	876,115.95	83,869.49	61,021.62	61,021.62	731,224.84	16.54
9-1334-441-00-122-041-0-720	CO,2004-PCT2-WIC/HHS-BUILDINGS	1,916,380.86	55,836.30	131,125.21	131,125.21	1,729,419.35	9.76
1334 CERT OF OBLIG,SERIES 2004		**3,360,710.40**	**154,049.18**	**253,894.59**	**253,894.59**	**2,952,766.63**	**12.14**
1336 CERT OF OBLIG,SERIES 2006							
9-1336-412-00-122-043-0-720	CO,2006-PCT2-JP/CONSTABLES-BUILDINGS	1,500,000.00	20,032.70	80,104.03	80,104.03	1,399,863.27	6.68
1336 CERT OF OBLIG,SERIES 2006		**1,500,000.00**	**20,032.70**	**80,104.03**	**80,104.03**	**1,399,863.27**	**6.68**
9 YEAR 9		**5,392,165.53**	**174,081.88**	**333,998.62**	**333,998.62**	**4,884,085.03**	**9.42**

AI-18279 **28.A.6.**

Exemption from competitive bidding requirements/Vehicle & Equipment Repairs

CC REGULAR

Date:	11/03/2009
Submitted By:	Marty Salazar, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Purchasing only:** Hidalgo County

Information

CAPTION

a. Requesting exemption from competitive bidding requirements under Tx. Local Government Code, Chapter 262, Section .024 (a) (3)-"an item necessary because of unforeseen damage to public property", and (11) "vehicle and equipment repairs";

b. Requesting authority to purchase repairs only (excludes maintenance for vehicles or equipment) for County-owned vehicles and equipment from the vendors identified and detailed on the list attached hereto through the established and approved procedures for the requisition and purchase order process with said authority to extend through December 31, 2010

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Each user department would need to have funding in place in order to complete the acquisition process.
EXPENDITURES ON AN AS NEEDED BASIS. NO FUNDING REQUIRED AT THIS TIME.

Attachments

Link: Vendor List

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department (Originator)	Marty Salazar	10/30/2009 03:20 PM	APRV
2	Budget & Management	Erika Zamora	10/30/2009 03:22 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	10/30/2009 03:43 PM	APRV
4	Auditor's Office		10/30/2009 04:23 PM	NEW

Form Started By: Marty Salazar — Started On: 10/28/2009 01:18 PM

Hidalgo County
Vehicle and Equipment Repairs (County Owned)
Vendor List

Vendor ID #	Company Name	Address	City	State	Zip Code
11266	ERNIE'S SERVICE LLC	1912 NORTH CAGE	PHARR	TX	78577
96822	BERT OGDEN CHEVROLET, INC.	1400 E. EXPRESSWAY 83	MISSION	TX	78572
269123	RUSH TRUCK CENTER OF TEXAS, LP	DEPARTMENT 1265	BIRMINGHAM	AL	35287-1265
13129	FRENCH-ELLISON TRUCK CENTER, LTD	4300 N. CAGE ST	PHARR	TX	78577
4014	BOGGUS MOTOR SALES, L.P.	1400 E HWY 83	MCALLEN	TX	78501
179701	WESLACO FORD-MERCURY INC.	800 E. EXPRESSWAY 83	WESLACO	TX	78596
4057	BORDER ENGINE REBUILDERS	100 INTERNATIONAL BLVD.	MISSION	TX	78572
174181	EDINBURG MACHINE SHOP	EDINBURG MACHINE SHOP	EDINBURG	TX	78539
38873	TRUCKERS EQUIPMENT INC.	P.O. BOX 4727	CORPUS CHRISTI	TX	78469-4727
78344	WEAKS MARTIN IMPLEMENT CO., INC.	P.O. BOX 910	MISSION	TX	78572
252468	HACIENDA FORD	3010 W. UNIVERSITY	EDINBURG	TX	78539
6041	CHARLES CLARK CHEVROLET CO.	P.O. BOX 938	MCALLEN	TX	78501
216607	RIO HYDRAULIC SALES & SERVICE	1213 E. TAMARACK	MCALLEN	TX	78501
35173	SPIKES MOTOR COMPANY	P.O. DRAWER 393	MISSION	TX	78572
247774	D & R GLASS ETC INC. DBA GLASS ETC.	DBA GLASS ETC	MCALLEN	TX	78501
13161	FUEL INJECTION SERVICE INC.	3401 N. CAGE	PHARR	TX	78577-1781
181218	JESSE'S STAR MUFFLER & TRUCK ACCESSORIES	ACCESSORIES, INC	MCALLEN	TX	78501
309125	J & M HYDRAULICS	P.O. BOX 1319	MERCEDES	TX	78570
347612	A-1 AUTO GLASS LLC	517 N. 10TH STREET	MCALLEN	TX	78501
000426	AAMATIC TRANSMISSIONS	616 S. 23RD	MCALLEN	TX	78501
371823	AAMCO TRANSMISSIONS	120 S. 23RD	MCALLEN	TX	78501
318108	AMERICAN MACHINE SHOP & PUMPS	2120 E. RICHARDSON	EDINBURG	TX	78541
284041	CARRILLO INVESTMENTS, INC.	DBA VIC'S AUTO REBUILDERS	PHARR	TX	78577
213861	COLLISION MASTERS AUTO BODY SHOP	DBA TOW MASTERS WRECKER	MISSION	TX	78572

Hidalgo County
Vehicle and Equipment Repairs (County Owned)
Vendor List

Vendor ID #	Company Name	Address	City	State	Zip Code
326577	E.R. PAINT SHOP	2420 W. MONTE CRISTO RD	EDINBURG	TX	78541
349631	FALCON SEAL & SUPPLY	P.O. BOX 2643	MCALLEN	TX	78502
231266	G & S GLASS LLC	616 NORTH CLSONER BLVD	EDINBURG	TX	78539
179442	IVAN'S AUTOMOTIVE	2245 S. CLOSNER	EDINBURG	TX	78539
164755	MARE'S WINDSHIELD/GLASS	505 E. SCHUNIOR ST	EDINBURG	TX	78541
125334	MINGO'S CAR KLINIC	510 N. CLOSNER	EDINBURG	TX	78541
370045	PENA'S SPRAY ON BEDLINERS	6912 LOMA LINDA	MISSION	TX	78572
150797	PETROLEUM SOLUTIONS, INC.	P.O. BOX 2346	MCALLEN	TX	78502-2346
91987	PUEBLO'S TIRES & SERVICE	BUSINESS OFFICE	MCALLEN	TX	78501
315486	RADIADORES DEL VALLE	9514 N. FM 1015	MERCEDES	TX	78570
156876	RAM TRUCK SERVICE, INC.	2500 W. EXPRESSWAY 83	MISSION	TX	78572
299715	RAUL LONGORIA RADIATOR SHOP	3302 S. RAUL LONGORIA RD.	EDIBURG	TX	78539
174343	REYES TARP & TENTS	802 WEST STATE	PHARR	TX	78577
034754	SOUTH HI WAY GARAGE INC.	2325 S. HWY 281	EDINBURG	TX	78539
135224	SUMMIT MANUFACTURING INC.	P.O. BOX 626	MISSION	TX	78572-0626
336319	SUPERIOR OIL EXPRESS	1704 S. SUGAR RD	EDINBURG	TX	78539
223638	TEXAS TARPS	P.O. BOX 1109	LA BLANCA	TX	78558
037214	TEXAS TOOL COMPANY	307 (K) CENTER ST.	MCALLEN	TX	78501
347078	THREE STAR MUFFLER SHOP	901 E. UNIVERSITY DR	EDINBURG	TX	78539
214264	TRI-COUNTY COMMUNICATIONS, LTD	1421 E. PIKE BLVD.	WESLACO	TX	78596
208078	VIDEO SOUND & LIGHT ENTERPRISES INC.	3716 S. US HWY 281	EDINBURG	TX	78539
220833	WINDSHIELD XPRESS	101 E. WARREN ST.	PHARR	TX	78577
372854	STUTZ AUTO SERVICE INC	2408 W. PECAN BLVD	MCALLEN	TX	78501
344699	FIESTA CHEVROLET, INC.	4002 S. EXPRESSWAY 281	EDINBURG	TX	78542

AI-18266 **28.A.7.**

CRS-2 (CATIONIC RAPID SETTING) Emulsified Asphalt
CC REGULAR

Date:	11/03/2009
Submitted By:	Sandy Suarez, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department
Purchasing only:	Hidalgo County

Information

CAPTION

Recommending award of bid and approval of contract to vendor submitting the lowest bid and meeting all specifications/requirements as attached hereto for: Hidalgo County-"CRS-2 (Cationic Rapid Setting) Emulsified Asphalt" for all Hidalgo County Precincts (1,2,3, & 4)-Bid No.: 2009-200-09-09-SGS.

BACKGROUND

1) Current contract will expire on 12/14/09.

2) New contract to commence on 12/15/09.

3) Recommended Vendor is "Ergon Asphalt & Emulsions, Inc."

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1201-431-00-121-005-0-673
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:** N

BUDGETARY IMPACT:
Available funds as of 10/29/09 is $39,429.96

FISCAL YEAR: 2009 **ACCT. #:** 9-1202-431-00-122-006-0-673
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:** N

BUDGETARY IMPACT:
Available funds as of 10/29/09 is $6,545.02.

FISCAL YEAR: 2009 **ACCT. #:** 9-1203-431-00-123-005-0-673
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:** N

BUDGETARY IMPACT:
Available funds as of 10/29/09 is $93,189.47

FISCAL YEAR: 2009 **ACCT. #:** 9-1204-431-00-124-007-0-673
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:** N

BUDGETARY IMPACT:

Available funds as of 10/29/09 is $4,715.27

Attachments

Link: Letters of Recommendation

Link: Tabulation and Participation list

Link: CONTRACT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	10/29/2009 09:27 AM	APRV
2	Budget & Management	Erika Zamora	10/29/2009 12:26 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	10/29/2009 02:55 PM	APRV
4	Auditor's Office		10/30/2009 04:23 PM	NEW

Form Started By: Sandy Suarez Started On: 10/28/2009 10:11 AM

Final Approval Date: 10/30/2009

09/16/09 SS
Pct 1

PURCHASING DEPARTMENT
County Of Hidalgo
MEMORANDUM

TO: Hon. Sylvia Handy, Commissioner
Hidalgo County Precinct No. 1
ATTN: Mr. Noe Montes, Assist. Administrator

TO: Hon. Joe M. Flores, Commissioner
Hidalgo County Precinct No.3
ATTN: Mr. Saul Ramirez, Field Operational Foreman

TO: Hon. Hector "Tito" Palacios, Commissioner
Hidalgo County Precinct No. 2
ATTN: Mr. Ricardo Cuellar, Field Operational Foreman

TO: Hon. Oscar Garza Jr., Commissioner
Hidalgo County Precinct No. 4
ATTN: Mr. Juan Carranza, Chief Administrator

FROM: Sandy Suarez, Buyer I SS
Hidalgo County Purchasing Department

DATE: September 15, 2009

RE: Request Recommendation for RFB: 2009-200-09-09-SGS
"CRS-2 (Cationic Rapid Setting) Emulsified Asphalt for Hidalgo County" (All Funding Sources)

Attached you will find copies of the bids received for the above referenced project. Please review and reply with your recommendation. We need to present your recommendation on the next Commissioners 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 Friday September 18, 2009 @ 5:00 P.M. in order to place this item on the agenda for next Commissioners Court Meeting, Tuesday, September 29, 2009.**

If you have any questions or require additional information please do not hesitate to contact me. Thank you.

☑ **DO** recommend accepting of response ☐ **DO NOT** recommend accepting of response

BUDGET ACCOUNT # 9-1201-431-00-121-005-0-673

Recommendations/Concerns: ~~ASPHALT~~ / ~~9-1330~~
LOW BID (ERGON).

Authorized Signature/ Printed Name | Department | Date
[signature] | PCT. 1 | 9/16/09

9/16/09 M
Pct 2

PURCHASING DEPARTMENT
County Of Hidalgo
MEMORANDUM

TO: Hon. Sylvia Handy, Commissioner
Hidalgo County Precinct No. 1
ATTN: Mr. Noe Montes, Assist. Administrator

TO: Hon. Joe M. Flores, Commissioner
Hidalgo County Precinct No.3
ATTN: Mr. Saul Ramirez, Field Operational Foreman

TO: Hon. Hector "Tito" Palacios, Commissioner
Hidalgo County Precinct No. 2
ATTN: Mr. Ricardo Cuellar, Field Operational Foreman

TO: Hon. Oscar Garza Jr., Commissioner
Hidalgo County Precinct No. 4
ATTN: Mr. Juan Carranza, Chief Administrator

FROM: Sandy Suarez, Buyer I
Hidalgo County Purchasing Department

DATE: September 15, 2009

RE: Request Recommendation for RFB: 2009-200-09-09-SGS
"CRS-2 (Cationic Rapid Setting) Emulsified Asphalt for Hidalgo County" (All Funding Sources)

Attached you will find copies of the bids received for the above referenced project. Please review and reply with your recommendation. We need to present your recommendation on the next Commissioners 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 Friday September 18, 2009 @ 5:00 P.M. in order to place this item on the agenda for next Commissioners Court Meeting, Tuesday, September 29, 2009.**

If you have any questions or require additional information please do not hesitate to contact me. Thank you.

☒ **DO** recommend accepting of response ☐ **DO NOT** recommend accepting of response

BUDGET ACCOUNT # 9-1209-481-00-139-006-0-623

Recommendations/Concerns: to the lowest bidder Ergon Asphalt & Emulsions, Inc"

Authorized Signature/ Printed Name | Department | Date

PURCHASING DEPARTMENT
County Of Hidalgo
MEMORANDUM

TO:	Hon. Sylvia Handy, Commissioner Hidalgo County Precinct No. 1	**TO:**	Hon. Joe M. Flores, Commissioner Hidalgo County Precinct No.3
ATTN:	Mr. Noe Montes, Assist. Administrator	**ATTN:**	Mr. Saul Ramirez, Field Operational Foreman
TO:	Hon. Hector "Tito" Palacios, Commissioner Hidalgo County Precinct No. 2	**TO:**	Hon. Oscar Garza Jr., Commissioner Hidalgo County Precinct No. 4
ATTN:	Mr. Ricardo Cuellar, Field Operational Foreman	**ATTN:**	Mr. Juan Carranza, Chief Administrator
FROM:	Sandy Suarez, Buyer I Hidalgo County Purchasing Department		
DATE:	September 15, 2009		
RE:	Request Recommendation for RFB: 2009-200-09-09-SGS "CRS-2 (Cationic Rapid Setting) Emulsified Asphalt for Hidalgo County" (All Funding Sources)		

Attached you will find copies of the bids received for the above referenced project. Please review and reply with your recommendation. We need to present your recommendation on the next Commissioners 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 Friday September 18, 2009 @ 5:00 P.M. in order to place this item on the agenda for next Commissioners Court Meeting, Tuesday, September 29, 2009.**

If you have any questions or require additional information please do not hesitate to contact me. Thank you.

☑ DO recommend accepting of response ☐ DO NOT recommend accepting of response

BUDGET ACCOUNT # 9-1203-131-0-123-005-0-673

Recommendations/Concerns: Lowest Bidder - Ergon Asphalt - Emulsion Inc.

Jose M. Flores - Jose M Flores — Precinct #3 — 9/25/09
Authorized Signature/ Printed Name — Department — Date

E-MAILED 9/24/09

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2620 ★ Fax (956) 318-2629

9/16/09 M Pct 4

PURCHASING DEPARTMENT
County Of Hidalgo
MEMORANDUM

TO: Hon. Sylvia Handy, Commissioner
Hidalgo County Precinct No. 1
ATTN: Mr. Noe Montes, Assist. Administrator

TO: Hon. Joe M. Flores, Commissioner
Hidalgo County Precinct No.3
ATTN: Mr. Saul Ramirez, Field Operational Foreman

TO: Hon. Hector "Tito" Palacios, Commissioner
Hidalgo County Precinct No. 2
ATTN: Mr. Ricardo Cuellar, Field Operational Foreman

TO: Hon. Oscar Garza Jr., Commissioner
Hidalgo County Precinct No. 4
ATTN: Mr. Juan Carranza, Chief Administrator

FROM: Sandy Suarez, Buyer I
Hidalgo County Purchasing Department

DATE: September 15, 2009

RE: Request Recommendation for RFB: 2009-200-09-09-SGS
"CRS-2 (Cationic Rapid Setting) Emulsified Asphalt for Hidalgo County" (All Funding Sources)

Attached you will find copies of the bids received for the above referenced project. Please review and reply with your recommendation. We need to present your recommendation on the next Commissioners 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 Friday September 18, 2009 @ 5:00 P.M. in order to place this item on the agenda for next Commissioners Court Meeting, Tuesday, September 29, 2009.**

If you have any questions or require additional information please do not hesitate to contact me. Thank you.

☑ **DO** recommend accepting of response ☐ **DO NOT** recommend accepting of response

BUDGET ACCOUNT # 9-1204-431-00-124-0070-673

Recommendations/Concerns: recommend Ergon Asphalt & Emulsions, Inc

Authorized Signature/ Printed Name Department Date

PURCHASING DEPARTMENT
County Of Hidalgo
MEMORANDUM

TO:	Hon. Sylvia Handy, Commissioner Hidalgo County Precinct No. 1	**TO:**	Hon. Joe M. Flores, Commissioner Hidalgo County Precinct No.3
ATTN:	Mr. Noe Montes, Assist. Administrator	**ATTN:**	Mr. Saul Ramirez, Field Operational Foreman
TO:	Hon. Hector "Tito" Palacios, Commissioner Hidalgo County Precinct No. 2	**TO:**	Hon. Oscar Garza Jr., Commissioner Hidalgo County Precinct No. 4
ATTN:	Mr. Ricardo Cuellar, Field Operational Foreman	**ATTN:**	Mr. Juan Carranza, Chief Administrator

FROM: Sandy Suarez, Buyer 1
Hidalgo County Purchasing Department

DATE: September 15, 2009

RE: Request Recommendation for RFB: 2009-200-09-09-SGS
"CRS-2 (Cationic Rapid Setting) Emulsified Asphalt for Hidalgo County" (All Funding Sources)

Attached you will find copies of the bids received for the above referenced project. Please review and reply with your recommendation. We need to present your recommendation on the next Commissioners 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 Friday September 18, 2009 @ 5:00 P.M. in order to place this item on the agenda for next Commissioners Court Meeting, Tuesday, September 29, 2009.**

If you have any questions or require additional information please do not hesitate to contact me. Thank you.

☑ **DO** recommend accepting of response ☐ **DO NOT** recommend accepting of response

BUDGET ACCOUNT # 9-1204-431-00-124-007-0-[redacted]673

Recommendations/Concerns: _____

Juan M. Carranza	Pct 4	9/16/09
Authorized Signature/ Printed Name	Department	Date

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

HIDALGO COUNTY PURCHASING DEPARTMENT
TABULATION SHEET

DEPARTMENTS NAME: HIDALGO COUNTY(ALL FUNDING SOURCES)

BID OPENING: SEPTEMBER 09, 2009 | **OPENING TIME: 9:30 A.M.**

DESCRIPTION OF BID: RFB "CRS-2 (CATIONIC RAPID SETTING) EMULSIFIED ASPHALT"
BID NO. 2009-200-09-09-SGS

PRICE PER GALLON (FREIGHT INCLUDED) -ON AN "AS NEEDED BASIS"

	LOADS PER GALLON	UP TO 1000	1001 TO 2000	2001 TO 3000	3001 TO 4000	4001 TO 5000	ADDITIONAL COST (SPECIFY)
	VENDOR						
1	Ergon Asphalt & Emulions, Inc. 11612 RM 2244 Bldg 1 Ste # 250 Austin, Texas 78738	$ 2.6992 Per Gallon (freight included)	$ 2.6984 Per Gallon (freight included)	$ 2.2994 Per Gallon (freight included)	$ 2.1663 Per Gallon (freight included)	$ 2.0997 Per Gallon (freight included)	**DEMURRAGE:** After 2 Hrs-$80.00 **Pump & Hose:** $80.00 per load **Fed. Environmental Tax:** (Not Included in Bid Price) $0.00133 per gal.
	Note: Freight is based on a full transport load, even if a full load is not ordered. Return freight is ½ of out going tariff.						
2	Performance Grade Asphalt, LLC P.O. Box 6 Hitchcock, Texas 77563	$ 3.50 Per Gallon (freight included)	$ 3.00 Per Gallon (freight included)	$ 2.75 Per Gallon (freight included)	$ 2.50 Per Gallon (freight included)	$ 2.25 Per Gallon (freight included)	**DEMURRAGE:** After 2 Hrs-$40.00 **Pump & Hose:** **No Bid** **Fed. Environmental Tax:** **No Bid**
3	Martin Asphalt co. Inc. 3 Riverway Ste# 400 Houston, Texas 77056	**$ No Bid** Per Gallon (freight included)	**$ No Bid** Per Gallon (freight included)	**$ No Bid** Per Gallon (freight included)	**$ No Bid** Per Gallon (freight included)	**$ No Bid** Per Gallon (freight included)	**DEMURRAGE:** **No Bid** **Pump & Hose:** **No Bid** **Fed. Environmental Tax:** **No Bid**

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION SHEET

DEPARTMENT NAME: HIDALGO COUNTY (ALL FUNDING SOURCES)

BID OPENING DATE: September 09, 2009 | **BID OPENING TIME: 9:30 A.M.**

DESCRIPTION OF BID: "CRS-2 (CATIONIC RADID SETTING)EMULSFIED ASPHALT"

BID NO: 2009-200-09-09-SGS | **BUYER: SANDY SUAREZ**

	NAME OF COMPANY	PRICE PER GALLON (FREIGHT INCLUDED) "AS NEED BASIS"		DEMURRAGE	RECEIPT OF BID (acknowledgement)
1.	Ergon Asphalt & Emulsion	1000 gal or less	$2.6992 plus-80		✓
		1001-2000 gals	$2.6784 plus-80		
		2001-3000 gals	$2.2794 plus-80		
		3001-4000 gals	$2.1663 plus-80		
		4001-5000 gals	$2.0997 plus-80	$-80 per hr	
2.	Performance Grade Asphalt	1000 gal or less	$ 3.50	40	✓
		1001-2000 gals	$ 3.00	40	
		2001-3000 gals	$ 2.75	40	
		3001-4000 gals	$ 2.50	40	
		4001-5000 gals	$ 2.25	$40 per hr	
3.		1000 gal or less	$		
		1001-2000 gals	$		
		2001-3000 gals	$		
		3001-4000 gals	$		
		4001-5000 gals	$	$ per hr	
4.		1000 gal or less	$		
		1001-2000 gals	$		
		2001-3000 gals	$		
		3001-4000 gals	$		
		4001-5000 gals	$	$ per hr	
5.		1000 gal or less	$		
		1001-2000 gals	$		
		2001-3000 gals	$		
		3001-4000 gals	$		
		4001-5000 gals	$	$ per hr	
6.		1000 gal or les	$		
		1001-2000 gals	$		
		2001-3000 gals	$		
		3001-4000 gals	$		
		4001-5000 gals	$	$ per hr	
7.		1000 gal or less	$		
		1001-2000 gals	$		
		2001-3000 gals	$		
		3001-4000 gals	$		
		4001-5000 gals	$	$ per hr	
8.		1000 gal or less	$		
		1001-2000 gals	$		
		2001-3000 gals	$		
		3001-4000 gals	$		
		4001-5000 gals	$	$ per hr	

REQUIREMENTS AGREEMENT
C-09-200-11-03

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

WHEREAS, Buyer has solicited proposals for the supply of its requirements of Hidalgo County **"CRS-2 (Cationic Rapid Setting) Emulsified Asphalt,"** as further described in Exhibit "A" 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 **"CRS-(Cationic Rapid Setting) Emulsified Asphalt;"** in the areas of **HIDALGO COUNTY** projects for a period of December 15,2009 from June 14, 2010 with the option to renew for an additional one (1) six (6) months terms, 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 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: Ergon Asphalt & Emulsions, Inc.
Attn: RM McKemie, Vice President, Marketing
11612 RM 2244, Building 1, Suite 250
Austin, TX 78738

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

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

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

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

i. **Headings.** The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

j. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate

k. **Authority to Execute.** The execution and performance of this Agreement by

Buyer and Seller have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of Buyer and Seller in accordance with its terms.

l. **Commitment of Current Revenues Only**. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon sixty (60) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. § 271.903 (Vernon Supp. 1996).

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

n. **Purchasing Ethics**. Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:

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

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

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

APPROVED BY COMMISSIONERS COURT ON, April 7, 2009

HIDALGO COUNTY

_____

Ergon Asphalt & Emulsions, Inc.

By:_____
Printed Name:_____
Title:_____

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

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

By:_____
Date:_____

EXHIBIT "A"
SPECIFICATIONS

EXHIBIT "A"

HIDALGO COUNTY (ALL FUNDING SOURCES)
"CRS-2 (CATIONIC RAPID SETTING) EMULSIFIED ASPHALT"
BID NO.: 2009-200-09-09-SGS

1. SPECIFICATIONS:

INFORMATION/ INSTRUCTIONS TO BIDDERS:
The purchase of **CRS-2 (CATIONIC RAPID SETTING) EMULSIFIED ASPHALT** will be only on an **"As Needed Basis"** by Hidalgo County, (all funding sources, i.e. CIP, CAP and R&B).

- **MATERIAL:** CRS-2 (CATIONIC RAPID SETTING) EMULSIFIED ASPHALT
- **INCREMENTS:** BID PRICE SHOULD BE IN INCREMENTS OF 1,000 UP TO 5,000 GALLONS
- **SPECIAL CONDITIONS:** BID PRICE BY THE GALLON (FREIGHT TO BE INCLUDED). VENDOR MUST SUPPLY PUMP AND HOSE (FOR UNLOADING).

LOCATIONS, CONTACTS AND DELIVERY INSTRUCTIONS:

PRECINCT NO. 1	PRECINCT NO. 2	PRECINCT NO. 3	PRECINCT NO. 4
MILE 11 N. and 1 ½ miles W. from FM 1015 Sunrise Hill Park Weslaco, TX. 78596	301 E. State Pharr, TX. 78577	7 Mile line and Iowa Rd. Mission, TX. 78572	1102 N. Doolittle Edinburg, TX. 78541
CONTACT:	**CONTACT:**	**CONTACT:**	**CONTACT:**
Joseph Palacios, Chief Administrator (956) 968-8733	Ricardo Cuellar, Field Operations Director (956) 787-1891	Saul Ramirez, Field Operations Director (956) 585-4509	Juan Carranza, Chief Administrator (956) 383-3112

- Delivery hours will be arranged with the Precincts when requiring **CRS-2 (CATIONIC RAPID SETTING) EMULSIFIED ASPHALT.** Hidalgo County reserves the right to add or delete locations (pits) throughout the contract term.

2. TERMS & CONDITION:

1. The contract term will be for a period of six (6) months with County's option to extend the contract for additional six (6) months based on performance, evaluation and contingent upon terms, conditions and cost remaining unchanged, and/or sixty (60) day grace period at the end of the contract for unforeseen delays on subsequent contract award. It is agreed and understood that Hidalgo County will purchase no more material than is needed. Prices must remain firm during the contract period unless modifications are agreed and approved by Hidalgo County Commissioner's Court.

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

3. Hidalgo County reserves the right to award the bid to ONE or MULTIPLE bidders, if the County determines it is in the best interest of the County to do so.

4. The Contract for the material shall remain in effect until **a)** contract expires, **b)** delivery/completion of services ordered , **c)** terminated by either party with a thirty (30) day written notice prior to any cancellation. The successful bidder must state in writing the reasons for such cancellation. Hidalgo County reserves the right to award canceled contract to next lowest bidder as it deems to be in the best interest of the County.

5. Insurance requirements must be met and a copy of the Certificate of Insurance (Acord form) must be submitted to the Purchasing Department prior to any services being performed by the awarded bidder. Insurance requirements for this project to be maintained throughout the contract term.(refer to insurance requirements in ("Exhibit C")

6. Continuing non-performance of the bidder in terms of specifications shall be basis for the termination of the contract by the County. The County shall not pay for work, equipment, supplies or services which are unsatisfactory. Vendors will be given a reasonable opportunity before termination to correct the deficiencies.

7. In the event the material furnished does not meet the County's requirements (regardless of weather, test acceptability, method of repair or other conditions), the County reserves the option to require the material supplier to replace or to reimburse the County for unused portion of material found to be unsatisfactory.

8. Hidalgo County reserves the right to seek purchases for **"CRS-2 (Cationic Rapid Setting) Emulsified Asphalt"** from state awarded venders, whenever it is in the best interest of the County to do so.

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

10. Bidder(s) have been in business for as least two (2) years.

11. Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.

12. Bidder(s) agrees that to the extent an item is unavailable from Bidders(s) own inventory, Bidder(s) will be responsible for locating an alternative supplier and for providing the product or service to Hidalgo County.

EXHIBIT "A"

HIDALGO COUNTY (ALL FUNDING SOURCES)
"CRS-2 (CATIONIC RAPID SETTING) EMULSIFIED ASPHALT"
BID NO.: 2009-200-09-09-SGS

REQUIREMENTS:

- The successful bidder shall not deliver products or provide services without a Hidalgo County Purchase Order, signed by an authorized agent of the Hidalgo County Purchasing Department.
- The successful bidder agrees to abide by all applicable state laws, regulations and be incompliance with all OSHA rules and requirements.
- Bidder will provide all labor, machinery and equipment, tools and materials required to render services.

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

1) **Requesting Price Adjustment**: Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.

    - A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.
    - The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
    - The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
    - No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
    - The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

2) **Price Reduction**: Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

3) **Timeframe for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

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

5) **Dollar Limit to Price Changes**: The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

Further information required for this project can be addressed to, Sandy Suarez, Buyer, Hidalgo County Purchasing Department (956) 318-2626. Hidalgo County is requesting that any and all questions, inquiries, and clarifications regarding quotes, bids, proposals, or statement of qualifications be addressed to: Martha L. Salazar, Purchasing Agent, 2812 S. Business Highway 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE (956)318-2629 or (956)292-7612 OR VIA E-MAIL TO: sandy.suarez@co.hidalgo.tx.us by NO LATER THAN, WEDNESDAY, SEPTEMBER 02, 2009 by 5:00 P.M. Responses will be sent to all applicants via e-mail by no later than, **FRIDAY, SEPTMEBER 04, 2009 by 5:00 P.M.**

EXHIBIT "B"
PAYMENT SCHEDULE

AI-18235 **28.A.8.**

Renewal/Extension-Final Year (Excess Workers Compensation Insurance)
CC REGULAR

Date:	11/03/2009
Submitted By:	Vangie Garcia, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department
Purchasing only:	Hidalgo County

Information

CAPTION

a. Consideration and approval for Hidalgo County to utilize it's option to renew/extend the second (2nd) year option as stipulated in the RFP Specifications, Requirements & Policy with McGriff, Seibles And Williams for the Excess Workers Compensation Insurance Project; and,

b. Consideration and approval of the 2010 Coverage renewal premium/fee attached hereto for Workers Compensation Insurance Policy in the amount of $168,515.00 to be effective January 1, 2010 through January 1, 2011 with authority for County Treasurer to issue check after review, audit and processing procedures completed by County Auditor with authority for County Judge, Court Member or Commissioners Court Executive Officer to sign any applicable documentation.

BACKGROUND

Previous premium/fee for first renewal/extension for 2009 coverage was in the amount of $161,131.50. This is the final renewal option. Project will require to bid out for the next term.

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 2202-419-50-115-066-0-524

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

BUDGETARY IMPACT:

APPROVED 2010 BUDGET FOR 2202-419-50-115-066-0-524 IS $350,000.00

Attachments

Link: Extension Letter

Link: Temporary Policy Confirmation

Link: Original Insurance Policy

Link: Invoice Documentation

Link: Excess Workers Compensation Analysis

Form Routing/Status

Route Seq	Inbox	Approved By Date	Status

1	Purchasing Department	Marty Salazar	10/28/2009 01:13 PM	APRV
2	Budget & Management	Erika Zamora	10/28/2009 01:16 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	10/29/2009 02:35 PM	APRV
4	Auditor's Office		10/30/2009 04:23 PM	NEW

Form Started By: Vangie Garcia

Started On: 10/26/2009 02:41 PM

Final Approval Date: 10/30/2009

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

October 1, 2009

McGriff, Seibles & Williams Insurance Services, Inc.
Attn: Susan Shoemake, CPCU, ARM
404 E. Ramsey Rd. #108
San Antonio, Texas 78216

Re: E-08-413-09-30-Excess Workers Compensation Insurance-Hidalgo County

Dear Ms. Susan:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's sole option to exercise an extension as provided in the RFP (under the same rates, terms and conditions). Please acknowledge receipt of this notice of placement on the Commissioners' Court meeting of 10//13/09 for discussion, consideration and action, by signing below and returning to the Purchasing Department, by no later than 3:00 p.m., Tuesday, October 6, 2009, via facsimile to (956) 956-318-2629 or email to : evangelia.garcia@co.hidalgo.tx us, so as to meet the agenda request form deadlines.

By: Susan Shoemake Date: 10/05/2009

Additionally, we are requesting your company provide an updated certificate of insurance as required through Hidalgo County's Request for (Bid, Quote, Proposal, Statement of Qualification.

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,

Evangelia G. Garcia
Hidalgo County Purchasing Department

cc:

department
auditors

McGRIFF, SEIBELS & WILLIAMS OF TEXAS, INC.

404 East Ramsey Road, Suite 108 • San Antonio, Texas 78216 • TEL - (210) 695-8582 • FAX - (210) 695-8583

October 26, 2009

County of Hidalgo, Texas
Hidalgo County Purchasing Dept.
2812 S. Hwy 281 – New Admin Bldg.
Edinburg, TX 78539

RE: Commercial Excess Liability
Temporary Confirmation of Coverage
Effective: 01/01/2010

Attn: Vangie Y. Garcia, Buyer II

It is a pleasure to enclose the Temporary Confirmation of Coverage for the captioned Excess Liability coverage provided by Star Insurance Company. We appreciate your confidence in ***Johnny Fontenot, Robert Waggoner*** and ***Tracey Howell*** and will endeavor to merit this confidence with every transaction.

Please take a moment to review the Confirmation of Coverage, verifying that the coverage is as required. Should you need any changes or corrections, kindly advise at your first opportunity. The policy will be reviewed and forwarded upon receipt.

We have enclosed an invoice for the policy premium along with a self-addressed remittance envelope for your convenience.

Should you have any questions, please do not hesitate to give me a call. Your business is important to us and we appreciate the opportunity to service your insurance needs!

Sincerely,

McGriff, Seibels & Williams, Inc.

Susan Shoemake, CPCU, ARM
Senior Account Manager

H:\Users\SShoemake\SShoemake\#clients\Hidalgo County\2009\Letters\10-26 XS Liab TC & Inv to insd.doc

TEMPORARY CONFIRMATION OF INSURANCE

Assigned No.: CP0267872

This Temporary Confirmation of Insurance is evidence that, in accordance with your instructions and acting on your behalf, we have procured from certain Insurer(s) the coverage described hereinafter. This Confirmation is subject to all the terms and conditions of the Policy or Cover Note to be issued and shall be automatically terminated and voided by delivery of said Policy or Cover Note. In the event of any inconsistency, the terms and conditions of the Policy or Cover Note prevail.

1.	Name of Assured	**HIDALGO COUNTY**					
2.	Mailing Address:	2812 S. BUSINESS 281, NEW ADMINISTRATION BUILDING EDINBURG, TX 78539					
3.	Insurer(s):	**STAR INSURANCE COMPANY** A.M. Best's Rating: **A-IX**					
4.	Confirmation Term	From:	**01/01/2010**	To:	Policy/Cover Note Issuance	**TIME**	12:01 A.M. C.S.T.
5.	Policy Term	From:	**01/01/2010**	To:	**01/01/2011**	**TIME**	12:01 A.M. C.S.T.
6.	Coverage:	**EXCESS LIABILITY COVERAGE**					
7.	Interest:	**PER DECLARATIONS**					
8.	Limits of Liability:	**$ 1,000,000 Each Accident / Occurrence Limit** **$ 2,000,000 Policy Aggregate Limit** **Workers' Compensation Statutory Coverage**					
9.	Underlying Limit(s) and Deductible(s):	**$ 1,000,000 General Liability Self-Insured Retention** **$ 350,000 Workers' Compensation Self-Insured Retention**					
10.	Description of Location and Subject of Insurance:	**PER DECLARATIONS**					
11.	Service of Suit should be sent per General Conditions herein.						
12:	Rate:	**PER DECLARATIONS**					
13.	Premium:	$	168,515.00	**PAYABLE TO:**	McGriff, Seibels & Williams of Texas, Inc Drawer 456 / P.O. Box 11407 Birmingham, AL 35246-0001		
	Policy Fee:	$	-				
	TOTAL:	$	168,515.00	**NO FLAT CANCELLATIONS**			
				PREMIUM DUE DATE TO MSW:	**01/01/2010**		

14. This confirmation is made and accepted subject to the foregoing stipulations and General Conditions attached hereto, which are specially referred to and made a part of this Confirmation together with such other provisions, agreements or conditions as may be endorsed hereon or added hereto; and no officer, agent or other representative of the Undersigned shall have power to waive or be deemed to have waived any provisions or condition of this Confirmation unless such waiver, if any shall be written upon or attached hereto, nor shall any privilege or permission affecting this Confirmation exist or be claimed by the Assured unless so written or attached

Issued at: San Antonio, Texas

On: October 31, 2009

(sgs)

McGRIFF, SEIBELS & WILLIAMS OF TEXAS, INC.

BY: _____

Authorized Representative

GENERAL CONDITIONS
Temporary Confirmation of Insurance

FRAUD:

1 If the Assured shall make any claim knowing the same to be false or fraudulent, as regards amount or otherwise, this Confirmation shall become void, and all claims thereunder shall be forfeited.

CANCELLATION:

2 This Confirmation may be cancelled on the customary short rate basis by the Assured at any time by surrender of this confirmation to McGriff, Seibels & Williams of Texas, Inc. This Confirmation may also be cancelled, with or without the return or tender of the unearned premium, by the Insurer(s) or by McGriff, Seibels & Williams of Texas, Inc., in their behalf, by delivering to the Assured, or by sending to the Assured by mail, registered or unregistered, at the Assured's address as shown herein, not less than ten days written notice, stating when the cancellation shall be effective, and in such case the Insurer(s) shall refund the paid premium less the earned portion thereof on demand, subject always to the retention by the Insurer(s) hereon of any minimum premium stipulated herein (or proportion thereof previously agreed upon) in the event of cancellation either by the Insurer(s) or the Assured.

CLAIMS:

3. Loss, if any, to be payable in United States Currency. The Assured shall immediately report to McGriff, Seibels & Williams of Texas, Inc., at their office in Houston, Texas, any occurrence likely to result in a claim under this insurance.

4 This insurance is subject to all provisions of this Confirmation, whether printed, typed, added by endorsement, or appearing in forms attached or incorporated by reference. Provisions added by endorsement or forms attached or incorporated by reference supersede any inconsistent printed or typed provisions in this Confirmation.

5 Forms & Special Conditions: Forms applicable are subject in all respects to the terms, conditions and limitations of the policy(ies) or cover note(s) in current use by Insurer(s), unless otherwise specified hereinafter.

6. It is agreed that in the event of the failure of Insurers hereon to pay any amount claimed to be due hereunder, the Insurers hereon, at the request of the Assured (or Reinsured), will submit to the jurisdiction of a Court of competent jurisdiction within the United States. Nothing in this clause constitutes or should be understood to constitute a waiver of Insurers' rights to commence an action in any Court of competent jurisdiction in the United States, to remove an action to a United States District Court, or to seek a transfer of a case to another Court as permitted by the laws of the United States or of any state in the United States.

It is further agreed that service of process in such suit may be made upon the Company's Secretary at the Home Office of the Company as shown on the Declarations.

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefor, the Insurers hereon hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the Assured (or Reinsured) or any beneficiary hereunder arising out of this contract of insurance (or reinsurance), and hereby designate the above-named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

7. This Confirmation shall not be assigned, either in whole or in part, without the written consent of McGriff, Seibels & Williams of Texas, Inc. endorsed hereon.

8. This Confirmation shall not be valid unless signed by an Authorized Officer of McGriff, Seibels & Williams of Texas, Inc.

DEFINITION:

It is hereby understood and agreed wherever the printed word "Confirmation" appears herein, it shall be deemed to read "Temporary Confirmation of Insurance"

IMPORTANT: **THIS TEMPORARY CONFIRMATION OF INSURANCE CANNOT BE CANCELLED FLAT. EARNED PREMIUM MUST BE PAID FOR THE TIME INSURANCE HAS BEEN IN FORCE. PREMIUM OF THE AMOUNT SHOWN HEREIN IS DUE AND PAYABLE TO McGRIFF, SEIBELS & WILLIAMS OF TEXAS, INC. ON OR BEFORE THE DUE DATE SHOWN HEREON. IF THE PREMIUM IS NOT PAID WITHIN THE TIME SPECIFIED, THE INSURANCE EVIDENCED BY THIS CONFIRMATION AUTOMATICALLY TERMINATES AND PRO-RATA PREMIUM SHALL BE DUE AND PAYABLE.**

THE ASSURED IS REQUESTED TO READ THIS TEMPORARY CONFIRMATION OF INSURANCE, AND IF INCORRECT, RETURN IT IMMEDIATELY FOR ALTERATION.

ATTACHED TO AND FORMING PART OF CONFIRMATION OF INSURANCE NO CP0267872

COMPLAINT NOTICE

IMPORTANT NOTICE

1 To obtain information or make a complaint:

2 You may call **McGRIFF, SEIBELS & WILLIAMS OF TEXAS, INC.'S** toll-free telephone number for information or to make a complaint at:

1-877-624-7433

3 You may also write to **McGRIFF, SEIBELS & WILLIAMS OF TEXAS, INC.** :

5080 Spectrum Drive 900E
Addison, TX 75001

4 You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-800-252-3439

5 You may write the Texas Department of Insurance:

P.O. Box 149104
Austin, TX 78714-9104
FAX#(512)475-1771
WEB: http://www.tdi.state.tx.us
EMAIL: ConsumerProtection@tdi.state.tx.us

AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

Usted puede llamar al numero de telefono gratis de **McGRIFF, SEIBELS & WILLIAMS OF TEXAS, INC.** para informacion o para someter una queja al:

1-877-624-7433

Usted tambien puede escribir a **McGRIFF, SEIBELS & WILLIAMS OF TEXAS, INC.**:

5080 Spectrum Drive 900E
Addison, TX 75001

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al:

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:

P.O. Box 149104
Austin, TX 78714-9104
FAX#(512)475-1771
WEB: http://www.tdi.state.tx.us
EMAIL: ConsumerProtection@tdi.state.tx.us

6 **PREMIUM OR CLAIM DISPUTES:**
Should you have a dispute concerning your premium or about a claim you should contact the agent or the company first. If the dispute is not resolved, you may contact the

7 **ATTACH THIS NOTICE TO YOUR POLICY:**
This notice is for information only and does not become a part or condition of the attached document.

DISPUTAS SOBRE PRIMAS O RECLAMOS:
Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el agente o la compania primero. Si no se resuelve la disputa, prede entonces comunicarse con el

UNA ESTE AVISO A SU POLIZA:
Esta aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

Best's Rating Center

Star Insurance Company

Print this page

(a member of Meadowbrook Insurance Group)
A.M. Best #: 00695 NAIC #: 18023 FEIN #: 382626205

This rating is assigned to companies that have, in our opinion, an excellent ability to meet their ongoing obligations to policyholders

Financial Strength Rating
LUEST
A- Excellent

Address: 26255 American Drive
Southfield, MI 48034-6112
UNITED STATES

Phone: 248-358-1100
Fax: 248-358-1614
Web: www.meadowbrook.com

Best's Ratings

Financial Strength Ratings View Definitions

Rating: **A- (Excellent)**
Affiliation Code: **p (Pooled)**
Financial Size Category: **IX ($250 Million to $500 Million)**
Outlook: **Stable**
Action: **Affirmed**
Effective Date: **June 24, 2009**

Issuer Credit Ratings View Definitions

Long-Term: **a-**
Outlook: **Stable**
Action: **Affirmed**
Date: **June 24, 2009**

' *Denotes Under Review Ratings* See *rating definitions*

Reports and News

Visit our NewsRoom for the latest news and press releases for this company and its A.M. Best Group

AMB Credit Report - Insurance Professional - includes Best's Financial Strength Rating and rationale along with comprehensive analytical commentary, detailed business overview and key financial data
Report Revision Date: 07/19/2009 (represents the latest significant change)
Historical Reports are available in AMB Credit Report - Insurance Professional Archive

Best's Executive Summary Reports (Financial Overview) - available in three versions these presentation style reports feature balance sheet, income statement, key financial performance tests including profitability, liquidity and reserve analysis
Data Status: 2009 Best's Statement File - P/C US Contains data compiled as of 10/21/2009 (Quality Cross Checked)

- **Single Company** - five years of financial data specifically on this company
- **Comparison** - side-by-side financial analysis of this company with a peer group of up to five other companies you select
- **Composite** - evaluate this company's financials against a peer group composite Report displays both the average and total composite of your selected peer group

AMB Credit Report - Business Professional - provides three years of key financial data presented with colorful charts and tables Each report also features the latest Best's Ratings, Rating Rationale and an excerpt from our Business Review commentary
Data Status: Contains data compiled as of 10/21/2009 (Quality Cross Checked)

Best's Key Rating Guide Presentation Report - includes Best's Financial Strength Rating and financial data as provided in Best's Key Rating Guide products
Data Status: 2008 Financial Data (Quality Cross Checked)

Financial and Analytical Products

Best's Property/Casualty Center - Premium Data & Reports
Best's Key Rating Guide - P/C, US & Canada
Best's Statement File - P/C, US
Best's Statement File - Global
Best's Insurance Reports - P/C, US & Canada
Best's State Line - P/C, US
Best's Insurance Expense Exhibit (IEE) - P/C, US
Best's Schedule F (Reinsurance) - P/C, US
Best's Schedule D (Municipal Bonds) - US
Best's Schedule D (Common Stocks) - US
Best's Schedule D (Preferred Stocks) - US
Best's Schedule P (Loss Reserves) - P/C, US
Best's Schedule D - Hybrid - P/C & L/H, US
Best's Schedule D (Corporate Bonds) - US
Best's Insurance Reports - Online - P/C, US & Canada

Important Notice: Best's Ratings reflect our independent opinion, based on a comprehensive quantitative and qualitative evaluation of a company's balance sheet strength, operating performance and business

ATTACHED TO AND FORMING PART OF CONFIRMATION OF INSU CP0267872

The following is a brief summary of the measures that we have taken as your broker to review and report to you objectively on the financial security of your insuring companies. Information is included on A.M. Best Company, our primary security rating source, and the internal policies and standards which we have established to address this important issue for our customers.

HISTORY

A.M. Best Company was incorporated in 1899 as the first rating agency in the world to offer reliable information on the financial condition of U.S. insurance companies. The Best's Rating Guide was first published in 1900, and has since become a cornerstone of the security review process by continuously evaluating the financial integrity of over 4,100 insurance companies. In 1984, the first edition of the Best's International Rating Guide was published, reporting on the claims-paying ability of over 950 international insurers.

The information used by Best to rate insurance carriers is provided by the companies themselves as a part of their normal filings with the National Association of Insurance Commissioners, those states in which the company is licensed, the SEC and/or with its shareholders. Rating reviews are performed annually on each insurance company, and on an interim basis as conditions dictate.

RATING SYSTEM

The Best's rating system is designed to evaluate a wide range of objective and subjective factors which affect the overall performance of an insurance company (not applicable to associations or intermediaries). These factors deal with the companies' financial strength, its operating performance and its ability to meet its financial obligations to policyholders, as follows:

- Profitability
- Quality of reinsurance program
- Quality and diversification of assets
- Adequacy of policy loss reserves
- Capital structure
- Spread of risk
- Leverage/capitalization
- Liquidity
- Adequacy of policyholder's surplus
- Management experience and objectives

RATING SYMBOLS

A typical Best's rating is composed of two parts. The "Security" portion provides an alphabetical indication of the quality of the security provided by a company to its policyholders. This rating is further defined in three categories, "Secure," "Vulnerable" or "Not Assigned." The "Financial Size" (FSC) portion of the Best's rating uses Roman numerals to rank companies based on the dollar amounts of their policyholders' surplus and contingent reserve funds.

While comparative rankings for security or financial size by themselves may not adequately portray the complete financial health of a company, the combination of the two has proven to be reliable in predicting the ability of a company to meet its claims obligations in a timely manner, both now and in the near future. The actual rating symbols used by Best and their meanings are:

"Secure" Ratings	A++ or A+	Superior
	A or A-	Excellent
	B++ or B+	Very Good
"Vulnerable" Ratings	B or B-	Adequate
	C++ or C+	Fair
	C or C-	Marginal
	D	Very Vulnerable
	E	Under Supervision
	F	In Liquidation
"Not Assigned" Ratings	NA-1 through NA-11, indicating conditions such as inadequacy of size (to justify a rating), inapplicable rating procedure, incomplete	

Financial Size Categories

I	Under $1,000,000	VIII	$100,000,000 - $250,000,000
II	$1,000,000 - $2,000,000	IX	$250,000,000 - $500,000,000
III	$2,000,000 - $5,000,000	X	$500,000,000 - $700,000,000
IV	$5,000,000 - $10,000,000	XI	$750,000,000 - $1,000,000,000
V	$10,000,000 - $25,000,000	XII	$1,000,000,000 - $1,250,000,000
VI	$25,000,000 - $50,000,000	XIII	$1,250,000,000 - $1,500,000,000
VII	$50,000,000 - $100,000,000	XIV	$1,500,000,000 - $2,000,000,000
		XV	Over $2,000,000,000

Source: *Best's Rating Key Guide* - 1999 Edition

MSW SECURITY REVIEW

McGriff, Seibels & Williams has established an internal "Security Review Committee" composed of senior management representatives from the Finance, Marketing, Branch, Wholesale and Administrative Divisions of the company. This committee's purpose is to d

This committee meets periodically to review the current listing of all companies, intermediaries and associations which are actively used by MSW. It will also act on any pending requests received from throughout the company to have new providers activate.

MSW MINIMUM SECURITY STANDARDS

Approved Companies:	A- (Excellent)	VIII ($100,000,000 - $250,000,000)
Acceptable Companies:	B+ (Very Good)	VIII ($100,000,000 - $250,000,000)
Restricted Companies:	All Companies with ratings of B+ VII or below	
Prohibited Companies:	All other Companies not mentioned in one of the Standards above	

MSW PROVIDER CLASSIFICATIONS

"**Approved Provider**" - Any provider whose Best's rating is A- VIII or higher. The Best's rating of an "approved" provider must be printed on all MSW binders and proposals delivered to clients or prospects.

"**Acceptable Provider**" - Any provider whose Best's rating is B+ VIII or higher, but below A- VIII. The Best's rating of an "acceptable" provider must be printed on all MSW binders and proposals delivered to clients or prospects.

In addition, certain providers, which have been reviewed by the Security Review Committee, may be considered acceptable security. The client will not be required to sign any form of disclaimer or acknowledgement of receipt of this information.

"**Restricted Provider**" - Any domestic insurance provider whose Best's rating is B+ VII or lower, or who has no Best's rating and has not been given an exception by the Security Review Committee. They will be accessible only upon presentation of a standard.

"**Prohibited Provider**" - All other providers not mentioned in one of the paragraphs above. These providers will not be set up for active use in the MSW agency management system at any time, for any reason.

All A.M. Best rating changes will be posted on our website (www.mcgriff.com). Rate changes that result in a provider moving to a lower classification (e.g. downgraded from "Approved" to "Acceptable" or from "Acceptable" to "Restricted") will be communicated to you in writing and delivered via U.S. Mail.

COMMERCIAL LINES POLICY



STAR
INSURANCE
COMPANY

A member of Meadowbrook® Insurance Group

26255 American Drive
Southfield, MI 48034
(800) 482-2726 or (248) 358-1100



McGRIFF, SEIBELS & WILLIAMS OF TEXAS, INC.
404 East Ramsey Road, Suite 108 / San Antonio, Texas 78216
TEL---(210) 695-8582

In Witness Whereof, we have caused this policy to be executed and attested, and if required by state law, this policy shall not be valid unless countersigned by our authorized representative (void in Arizona and Virginia).

Secretary of Star Insurance Company

President of Star Insurance Company

STAR
INSURANCE
COMPANY
A member of Mitsui Sumitomo Insurance Group

STAR INSURANCE COMPANY

PUBLIC ENTITY EXCESS LIABILITY FORMS

Hidalgo County

Policy Number: CP 02678 72

JCL 00 01	(12/03)	Company Identification Page
09 15 IL	(09/03)	Signature Page
4563 IL	(08/06)	Declarations Page
CG 00 01	(11/88)	ISO General Liability Coverage Form
CG 2135	(01/87)	Exclusion — Coverage C—Medical Payments
CG 2425	(04/02)	Limited Fungi or Bacteria Coverage
IL 0017	(11/98)	ISO Common Policy Conditions
IL 0021	(07/02)	ISO Nuclear Energy Liability Exclusion Endorsement
IL 0275	(10/01)	Texas Cancellation and Non Renewal Endorsement
SNS 1002	(05/03)	Amendatory Endorsement—Workers' Compensation
SNS 1005	(05/03)	Municipality Endorsement
SNS 1008	(05/03)	Excess Workers' Compensation Endorsement
SNS 1010	(05/03)	SIR Endorsement
SNS 1017	(08/06)	Texas Policy Holder Notice
SNS GEN 01	(01/08)	General Endorsement
SNS GEN 02	(01/08)	General Endorsement
SNS GEN 03	(01/08)	General Endorsement
SNS GEN 04	(01/08)	General Endorsement

STAR
INSURANCE
COMPANY
A member of Meadowbrook® Insurance Group

26600 Telegraph Road
Southfield, MI 48034-2438
Tel: (800) 482-2726
for information, assistance, inquiries
on coverage, claims

PUBLIC ENTITY EXCESS LIABILITY POLICY DECLARATIONS

Producer Name and Mailing Address:	London American Risk Specialists, Inc. Campbell Center II, 8150 N. Central Expwy., Suite 1450 Dallas, TX 75206

Renewal of:	CP 02677 76
Policy No.:	CP 02678 72
Named Insured and Mailing Address:	Hidalgo County Purchasing Department 2812 S. Business 281 Hidalgo County New Administration Building Edinburg, TX 78539
Policy Period: From 1/1/09 to 1/1/10 at 12:0am Standard Time at your mailing address shown above	

In return for the payment of the premium, and subject to all the terms of this policy, we agree with you to provide the insurance as stated in this policy.

Only a Coverage Form marked below with an "X" is part of this policy on its effective date:

☒ Excess General Liability
☐ Excess Automobile **1 Any Auto*
☒ Excess Workers' Compensation

Defense Costs/Claims Expenses are included in the Limit:

Limit of Insurance:	Each Accident or Occurrence Limit	$1,000,000.
	Policy Aggregate Limit	$2,000,000.
	Workers' Compensation	$Statutory
Self-Insured Limit Retention:	Liability other than W.C.	$1,000,000.
	Workers' Compensation Liability	$350,000.
Advanced Premium:		
☒ Flat ☐ Adjustable (see Premium Adjustment Endorsement)		$161,131

Endorsements attached to this Policy: JCL 00 01; 09 15 IL; 4563 IL; CG 00 01; CG 2135; CG 2425; IL 0017; IL 0021; IL 0275; SNS 1002; SNS 1005; SNS 1008; SNS 1010; SNS 1017; SNS GEN 01; SNS GEN 02; SNS GEN 03; SNS GEN 04.

Countersigned: _____

By _____
Authorized Representative

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we," "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under WHO IS AN INSURED (SECTION II).

Other words and phrases that appear in quotation marks have special meaning. Refer to DEFINITIONS (SECTION V).

SECTION I – COVERAGES

COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. **Insuring Agreement.**

   a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend any "suit" seeking those damages. We may at our discretion investigate any "occurrence" and settle any claim or "suit" that may result. But:

      (1) The amount we will pay for damages is limited as described in LIMITS OF INSURANCE (SECTION III); and

      (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

      No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under SUPPLEMENTARY PAYMENTS – COVERAGES A AND B.

   b. This insurance applies to "bodily injury" and "property damage" only if:

      (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory;" and

      (2) The "bodily injury" or "property damage" occurs during the policy period.

   c. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury."

2. **Exclusions.**

   This insurance does not apply to:

   a. "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

   b. "Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

      (1) Assumed in a contract or agreement that is an "insured contract," provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement; or

      (2) That the insured would have in the absence of the contract or agreement.

   c. "Bodily injury" or "property damage" for which any insured may be held liable by reason of:

      (1) Causing or contributing to the intoxication of any person;

      (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or

      (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

      This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

Copyright, Insurance Services Office, Inc., 1982, 1991

d. Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. "Bodily injury" to:

(1) An employee of the insured arising out of and in the course of employment by the insured; or

(2) The spouse, child, parent, brother or sister of that employee as a consequence of (1) above.

This exclusion applies:

(1) Whether the insured may be liable as an employer or in any other capacity; and

(2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract."

f. (1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants:

(a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured;

(b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;

(c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for any insured or any person or organization for whom you may be legally responsible; or

(d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations:

(i) if the pollutants are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor; or

(ii) if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of pollutants.

Subparagraphs (a) and (d)(i) do not apply to "bodily injury" or "property damage" arising out of heat, smoke or fumes from a hostile fire.

As used in this exclusion, a hostile fire means one which becomes uncontrollable or breaks out from where it was intended to be.

(2) Any loss, cost or expense arising out of any:

(a) Request, demand or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of pollutants; or

(b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of pollutants.

Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

g. "Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading."

Copyright, Insurance Services Office, Inc., 1982, 1991

This exclusion does not apply to:

(1) A watercraft while ashore on premises you own or rent;

(2) A watercraft you do not own that is:

(a) Less than 26 feet long; and

(b) Not being used to carry persons or property for a charge;

(3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;

(4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or

(5) "Bodily injury" or "property damage" arising out of the operation of any of the equipment listed in paragraph f.(2) or f.(3) of the definition of "mobile equipment" (Section V.8.).

h. "Bodily injury" or "property damage" arising out of:

(1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or

(2) The use of "mobile equipment" in, or while in practice or preparation for, a prearranged racing, speed or demolition contest or in any stunting activity.

i. "Bodily injury" or "property damage" due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion or revolution. This exclusion applies only to liability assumed under a contract or agreement.

j. "Property damage" to:

(1) Property you own, rent, or occupy;

(2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;

(3) Property loaned to you;

(4) Personal property in the care, custody or control of the insured;

(5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

(6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard."

k. "Property damage" to "your product" arising out of it or any part of it.

l. "Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard."

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

m. "Property damage" to "impaired property" or property that has not been physically injured, arising out of:

(1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work;" or

(2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

n. Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

 Copyright, Insurance Services Office, Inc., 1982, 1991 □

(1) "Your product;"

(2) "Your work;" or

(3) "Impaired property;"

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

Exclusions c. through n. do not apply to damage by fire to premises rented to you. A separate limit of insurance applies to this coverage as described in LIMITS OF INSURANCE (SECTION III).

COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement.

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal injury" or "advertising injury" to which this coverage part applies. We will have the right and duty to defend any "suit" seeking those damages. We may at our discretion investigate any "occurrence" or offense and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in LIMITS OF INSURANCE (SECTION III); and

(2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverage A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under SUPPLEMENTARY PAYMENTS – COVERAGES A AND B.

b. This insurance applies to:

(1) "Personal injury" caused by an offense arising out of your business, excluding advertising, publishing, broadcasting or telecasting done by or for you;

(2) "Advertising injury" caused by an offense committed in the course of advertising your goods, products or services;

but only if the offense was committed in the "coverage territory" during the policy period.

2. Exclusions.

This insurance does not apply to:

a. "Personal injury" or "advertising injury:"

(1) Arising out of oral or written publication of material, if done by or at the direction of the insured with knowledge of its falsity;

(2) Arising out of oral or written publication of material whose first publication took place before the beginning of the policy period;

(3) Arising out of the willful violation of a penal statute or ordinance committed by or with the consent of the insured; or

(4) For which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

b. "Advertising injury" arising out of:

(1) Breach of contract, other than misappropriation of advertising ideas under an implied contract;

Copyright, Insurance Services Office, Inc., 1982, 1991

(2) The failure of goods, products or services to conform with advertised quality or performance;

(3) The wrong description of the price of goods, products or services; or

(4) An offense committed by an insured whose business is advertising, broadcasting, publishing or telecasting.

COVERAGE C. **MEDICAL PAYMENTS**

1. Insuring **Agreement.**

a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

(1) On premises you own or rent;

(2) On ways next to premises you own or rent; or

(3) Because of your operations;

provided that:

(1) The accident takes place in the "coverage territory" and during the policy period;

(2) The expenses are incurred and reported to us within one year of the date of the accident; and

(3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

(1) First aid at the time of an accident;

(2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and

(3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions.

We will not pay expenses for "bodily injury:"

a. To any insured.

b. To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. To a person injured on that part of premises you own or rent that the person normally occupies.

d. To a person, whether or not an employee of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. To a person injured while taking part in athletics.

f. Included within the "products-completed operations hazard."

g. Excluded under Coverage A.

h. Due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion or revolution.

SUPPLEMENTARY PAYMENTS – COVERAGES A AND B

We will pay, with respect to any claim or "suit" we defend:

1. All expenses we incur.
2. Up to $250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
3. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.

 Copyright, Insurance Services Office, Inc., 1982, 1991 □

4. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit," including actual loss of earnings up to $100 a day because of time off from work.
5. All costs taxed against the insured in the "suit."
6. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
7. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

SECTION II – WHO IS AN INSURED

1. If you are designated in the Declarations as:
   a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
   b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
   c. An organization other than a partnership or joint venture, you are an insured. Your executive officers and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
2. Each of the following is also an insured:
   a. Your employees, other than your executive officers, but only for acts within the scope of their employment by you. However, no employee is an insured for:
      (1) "Bodily injury" or "personal injury" to you or to a co-employee while in the course of his or her employment, or the spouse, child, parent, brother or sister of that co-employee as a consequence of such "bodily injury" or "personal injury," or for any obligation to share damages with or repay someone else who must pay damages because of the injury; or
      (2) "Bodily injury" or "personal injury" arising out of his or her providing or failing to provide professional health care services; or
      (3) "Property damage" to property owned or occupied by or rented or loaned to that employee, any of your other employees, or any of your partners or members (if you are a partnership or joint venture).
   b. Any person (other than your employee), or any organization while acting as your real estate manager.
   c. Any person or organization having proper temporary custody of your property if you die, but only:
      (1) With respect to liability arising out of the maintenance or use of that property; and
      (2) Until your legal representative has been appointed.
   d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.
3. With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:
   a. "Bodily injury" to a co-employee of the person driving the equipment; or
   b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.
4. Any organization you newly acquire or form, other than a partnership or joint venture, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
   a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

Copyright, Insurance Services Office, Inc., 1982, 1991

b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

c. Coverage B does not apply to "personal injury" or "advertising injury" arising out of an offense committed before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations.

SECTION III – LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
   a. Insureds;
   b. Claims made or "suits" brought; or
   c. Persons or organizations making claims or bringing "suits."
2. The General Aggregate Limit is the most we will pay for the sum of:
   a. Medical expenses under Coverage C;
   b. Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard;" and
   c. Damages under Coverage B.
3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage A for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard."
4. Subject to 2. above, the Personal and Advertising Injury Limit is the most we will pay under Coverage B for the sum of all damages because of all "personal injury" and all "advertising injury" sustained by any one person or organization.
5. Subject to 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
   a. Damages under Coverage A; and
   b. Medical expenses under Coverage C

   because of all "bodily injury" and "property damage" arising out of any one "occurrence."
6. Subject to 5. above, the Fire Damage Limit is the most we will pay under Coverage A for damages because of "property damage" to premises rented to you arising out of any one fire.
7. Subject to 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person.

The limits of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

1. Bankruptcy.

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Claim Or Suit.

a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

(1) How, when and where the "occurrence" or offense took place;

(2) The names and addresses of any injured persons and witnesses; and

(3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. If a claim is made or "suit" is brought against any insured, you must:

(1) Immediately record the specifics of the claim or "suit" and the date received; and

(2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

Copyright, Insurance Services Office, Inc., 1982, 1991

c. You and any other involved insured must:

(1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit;"

(2) Authorize us to obtain records and other information;

(3) Cooperate with us in the investigation, settlement or defense of the claim or "suit;" and

(4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

d. No insureds will, except at their own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

3. **Legal Action Against Us.**

No person or organization has a right under this Coverage Part:

a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured obtained after an actual trial; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. **Other Insurance.**

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages A or B of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when b. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in c. below.

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

(1) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work;"

(2) That is Fire insurance for premises rented to you; or

(3) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Coverage A (Section I).

When this insurance is excess, we will have no duty under Coverage A or B to defend any claim or "suit" that any other insurer has a duty to defend. If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

Copyright, Insurance Services Office, Inc., 1982, 1991

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

5. **Premium Audit.**
   a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
   b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period. Audit premiums are due and payable on notice to the first Named Insured. If the sum of the advance and audit premiums paid for the policy term is greater than the earned premium, we will return the excess to the first Named Insured.
   c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.
6. **Representations.**
   By accepting this policy, you agree:
   a. The statements in the Declarations are accurate and complete;
   b. Those statements are based upon representations you made to us; and
   c. We have issued this policy in reliance upon your representations.
7. **Separation Of Insureds.**
   Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:
   a. As if each Named Insured were the only Named Insured; and
   b. Separately to each insured against whom claim is made or "suit" is brought.
8. **Transfer Of Rights Of Recovery Against Others To Us.**
   If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.
9. **When We Do Not Renew.**
   If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.
   If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

1. "Advertising injury" means injury arising out of one or more of the following offenses:
   a. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
   b. Oral or written publication of material that violates a person's right of privacy;
   c. Misappropriation of advertising ideas or style of doing business; or
   d. Infringement of copyright, title or slogan.
2. "Auto" means a land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment. But "auto" does not include "mobile equipment."
3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
4. "Coverage territory" means:
   a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
   b. International waters or airspace, provided the injury or damage does not occur in the course of travel or transportation to or from any place not included in a. above; or
   c. All parts of the world if:
      (1) The injury or damage arises out of:
         (a) Goods or products made or sold by you in the territory described in a. above; or

 Copyright, Insurance Services Office, Inc., 1982, 1991

(b) The activities of a person whose home is in the territory described in a. above, but is away for a short time on your business; and

(2) The insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in a. above or in a settlement we agree to.

5. "Impaired property" means tangible property, other than "your product" or "your work," that cannot be used or is less useful because:

   a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or

   b. You have failed to fulfill the terms of a contract or agreement;

   if such property can be restored to use by:

   a. The repair, replacement, adjustment or removal of "your product" or "your work;" or

   b. Your fulfilling the terms of the contract or agreement.

6. "Insured contract" means:

   a. A lease of premises;

   b. A sidetrack agreement;

   c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;

   d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

   e. An elevator maintenance agreement;

   f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

   An "insured contract" does not include that part of any contract or agreement:

   a. That indemnifies any person or organization for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;

   b. That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

      (1) Preparing, approving or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or

      (2) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;

   c. Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in b. above and supervisory, inspection or engineering services; or

   d. That indemnifies any person or organization for damage by fire to premises rented or loaned to you.

7. "Loading or unloading" means the handling of property:

   a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto;"

   b. While it is in or on an aircraft, watercraft or "auto;" or

   c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

   but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto."

8. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

Copyright, Insurance Services Office, Inc., 1982, 1991

a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;

b. Vehicles maintained for use solely on or next to premises you own or rent;

c. Vehicles that travel on crawler treads;

d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:

(1) Power cranes, shovels, loaders, diggers or drills; or

(2) Road construction or resurfacing equipment such as graders, scrapers or rollers;

e. Vehicles not described in a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

(1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or

(2) Cherry pickers and similar devices used to raise or lower workers;

f. Vehicles not described in a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos:"

(1) Equipment designed primarily for:

(a) Snow removal;

(b) Road maintenance, but not construction or resurfacing;

(c) Street cleaning;

(2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

(3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

9. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

10. "Personal injury" means injury, other than "bodily injury," arising out of one or more of the following offenses:

a. False arrest, detention or imprisonment;

b. Malicious prosecution;

c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies by or on behalf of its owner, landlord or lessor;

d. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services; or

e. Oral or written publication of material that violates a person's right of privacy.

11.a. "Products-completed operations hazard" includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

(1) Products that are still in your physical possession; or

(2) Work that has not yet been completed or abandoned.

b. "Your work" will be deemed completed at the earliest of the following times:

(1) When all of the work called for in your contract has been completed.

(2) When all of the work to be done at the site has been completed if your contract calls for work at more than one site.

(3) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

c. This hazard does not include "bodily injury" or "property damage" arising out of:

 Copyright, Insurance Services Office, Inc., 1982, 1991 □

(1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle created by the "loading or unloading" of it;

(2) The existence of tools, uninstalled equipment or abandoned or unused materials;

(3) Products or operations for which the classification in this Coverage Part or in our manual of rules includes products or completed operations.

12. "Property damage" means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or

b. Loss of use of tangible property that is not physically injured. All such loss shall be deemed to occur at the time of the "occurrence" that caused it.

13. "Suit" means a civil proceeding in which damage because of "bodily injury," "property damage," "personal injury" or "advertising injury" to which this insurance applies are alleged. "Suit" includes:

a. An arbitration proceeding in which such damages are claimed and to which you must submit or do submit with our consent; or

b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which you submit with our consent.

14. "Your product" means:

a. Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

(1) You;

(2) Others trading under your name; or

(3) A person or organization whose business or assets you have acquired; and

b. Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

"Your product" includes:

a. Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product;" and

b. The providing of or failure to provide warnings or instructions.

"Your product" does not include vending machines or other property rented to or located for the use of others but not sold.

15. "Your work" means:

a. Work or operations performed by you or on your behalf; and

b. Materials, parts or equipment furnished in connection with such work or operations.

"Your work" includes:

a. Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work;" and

b. The providing of or failure to provide warnings or instructions.

Copyright, Insurance Services Office, Inc., 1982, 1991

STAR
INSURANCE
COMPANY
A member of Meadowbrook® Insurance Group

POLICY NUMBER: CP 02678 72	COMMERCIAL GENERAL LIABILITY
Hidalgo County, TX	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – COVERAGE C – MEDICAL PAYMENTS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Description and Location of Premises or Classification:

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

With respect to any locations or classification shown in the Schedule, coverage C. MEDICAL PAYMENTS (Section I) does not apply and none of the references to it in the Coverage Part apply.

The following is added to SUPPLEMENTARY PAYMENTS (Section I):

8. Expenses incurred by the insured for first aid to others at the time of an accident for "bodily injury" to which this insurance applies.

Copyright, Insurance Services Office, Inc., 1986

STAR
INSURANCE
COMPANY

POLICY NUMBER: CP 02678 72	COMMERCIAL GENERAL LIABILITY
Hidalgo County, TX.	CG 24 25 04 02

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMITED FUNGI OR BACTERIA COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Fungi and Bacteria Liability Aggregate Limit	**$500,000 per occurrence**	$500,000 aggregate

A. The following exclusion is added to Paragraph **2.**, Exclusions of **Section I – Coverage B – Personal And Advertising Injury Liability:**

2. **Exclusions**

This insurance does not apply to:

a. "Personal and advertising injury" arising out of a "fungi or bacteria incident".

b. Any loss, cost or expense arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any insured or by any other person or entity.

B. Coverage provided by this insurance for "bodily injury" or "property damage", arising out of a "fungi or bacteria incident", is subject to the Fungi and Bacteria Liability Aggregate Limit as described in Paragraph **C.** of this endorsement. This provision **B.** does not apply to any "fungi" or bacteria that are, are on, or are contained in, a good or product intended for consumption.

C. The following are added to **Section III – Limits of Insurance:**

1. Subject to Paragraphs **2.** and **3.** of Section **III** – Limits of Insurance, as applicable, the Fungi and Bacteria Liability Aggregate Limit shown in the Schedule of this endorsement is the most we will pay under Coverage **A** for all "bodily injury" or "property damage" and Coverage **C.** for Medical Payments arising out of one or more "fungi or bacteria incidents". This provision **C.1.** does not apply to any "fungi" or bacteria that are, are on, or are contained in, a good or product intended for consumption.

2. Paragraphs **5.**, the Each Occurrence Limit, Paragraph **6.**, the Damage To Premises Rented To You Limit, and Paragraph **7.**, the Medical Expense Limit, of Section **III** – Limits of Insurance continue to apply to "bodily injury" or "property damage" arising out of a "fungi or bacteria incident".

D. The following definitions are added to the **Definitions** Section:

1. "Fungi" means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or byproducts produced or released by fungi.

2. "Fungi or bacteria incident" means an incident which would not have occurred, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury or damage.

© ISO Properties, Inc., 2001

STAR
INSURANCE
COMPANY
A member of Meadowbrook® Insurance Group

IL 00 17 11 98

COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
   a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
   b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

C. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

D. Inspections And Surveys

1. We have the right to:
   a. Make inspections and surveys at any time;
   b. Give you reports on the conditions we find; and
   c. Recommend changes.
2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
   a. Are safe or healthful; or
   b. Comply with laws, regulations, codes or standards.
3. Paragraphs **1.** and **2.** of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.
4. Paragraph **2.** of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

E. Premiums

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

F. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

Copyright, Insurance Services Office, Inc., 1998

STAR
INSURANCE
COMPANY

IL 00 21 07 02

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

(Broad Form)

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

1. The insurance does not apply:

   A. Under any Liability Coverage, to "bodily injury" or "property damage":

   (1) With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or

   (2) Resulting from the "hazardous properties" of "nuclear material" and with respect to which **(a)** any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or **(b)** the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

   B. Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.

   C. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from "hazardous properties" of "nuclear material", if:

   (1) The "nuclear material" **(a)** is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or **(b)** has been discharged or dispersed therefrom;

   (2) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an "insured"; or

   (3) The "bodily injury" or "property damage" arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion **(3)** applies only to "property damage" to such "nuclear facility" and any property thereat.

© ISO Properties, Inc., 2001

2. As used in this endorsement:

"Hazardous properties" includes radioactive, toxic or explosive properties.

"Nuclear material" means "source material", "Special nuclear material" or "by-product material".

"Source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor".

"Waste" means any waste material **(a)** containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and **(b)** resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

"Nuclear facility" means:

(a) Any "nuclear reactor";

(b) Any equipment or device designed or used for **(1)** separating the isotopes of uranium or plutonium, **(2)** processing or utilizing "spent fuel", or **(3)** handling, processing or packaging "waste";

(c) Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

(d) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

"Property damage" includes all forms of radioactive contamination of property.

© ISO Properties, Inc., 2001

STAR
INSURANCE
COMPANY
A member of Markel Insurance Group

IL 02 75 10 01

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TEXAS CHANGES – CANCELLATION AND NONRENEWAL PROVISIONS FOR CASUALTY LINES AND COMMERCIAL PACKAGE POLICIES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY
FARM COVERAGE PART – FARM LIABILITY COVERAGE FORM
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

This endorsement also modifies insurance provided under the following when written as part of a Commercial Package Policy:

BOILER AND MACHINERY COVERAGE PART
COMMERCIAL CRIME COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY
FARM COVERAGE PART – FARM LIABILITY COVERAGE FORM
FARM COVERAGE PART – FARM PROPERTY – FARM DWELLINGS, APPURTENANT STRUCTURES AND HOUSEHOLD PERSONAL PROPERTY COVERAGE FORM
FARM COVERAGE PART – FARM PROPERTY – FARM PERSONAL PROPERTY COVERAGE FORM
FARM COVERAGE PART – FARM PROPERTY – BARNS, OUTBUILDINGS AND OTHER FARM STRUCTURES COVERAGE FORM
FARM COVERAGE PART – FARM PROPERTY – OTHER FARM PROVISIONS FORM – ADDITIONAL COVERAGES, CONDITIONS, DEFINITIONS
FARM COVERAGE PART – LIVESTOCK COVERAGE FORM
FARM COVERAGE PART – MOBILE AGRICULTURAL MACHINERY AND EQUIPMENT COVERAGE FORM
GLASS COVERAGE FORM
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. Paragraph **2.** of the **Cancellation** Common Policy Condition is replaced by the following:

2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation, stating the reason for cancellation, at least 10 days before the effective date of cancellation.

© ISO Properties, Inc., 2001

However, if this policy covers a condominium association, and the condominium property contains at least one residence or the condominium declarations conform with the Texas Uniform Condominium Act, then the notice of cancellation, as described above, will be provided to the First Named Insured 30 days before the effective date of cancellation. We will also provide 30 days' written notice to each unit-owner to whom we issued a certificate or memorandum of insurance, by mailing or delivering the notice to each last mailing address known to us.

The permissible reasons for cancellation are as follows:

a. If this policy has been in effect for 60 days or less, we may cancel for any reason except, that under the provisions of the Texas Insurance Code, we may not cancel this policy solely because the policyholder is an elected official.

b. If this policy has been in effect for more than 60 days, or if it is a renewal or continuation of a policy issued by us, we may cancel only for one or more of the following reasons:

(1) Fraud in obtaining coverage;

(2) Failure to pay premiums when due;

(3) An increase in hazard within the control of the insured which would produce an increase in rate;

(4) Loss of our reinsurance covering all or part of the risk covered by the policy; or

(5) If we have been placed in supervision, conservatorship or receivership and the cancellation is approved or directed by the supervisor, conservator or receiver.

B. The following condition is added and supersedes any provision to the contrary:

NONRENEWAL

1. We may elect not to renew this policy except, that under the provisions of the Texas Insurance Code, we may not refuse to renew this policy solely because the policyholder is an elected official.

2. This Paragraph, **2.**, applies unless the policy qualifies under Paragraph **3.** below.

   If we elect not to renew this policy, we may do so by mailing or delivering to the first Named Insured, at the last mailing address known to us, written notice of nonrenewal, stating the reason for nonrenewal, at least 60 days before the expiration date. If notice is mailed or delivered less than 60 days before the expiration date, this policy will remain in effect until the 61st day after the date on which the notice is mailed or delivered. Earned premium for any period of coverage that extends beyond the expiration date will be computed pro rata based on the previous year's premium.

3. If this policy covers a condominium association, and the condominium property contains at least one residence or the condominium declarations conform with the Texas Uniform Condominium Act, then we will mail or deliver written notice of nonrenewal, at least 30 days before the expiration or anniversary date of the policy, to:

   a. The first Named Insured; and

   b. Each unit-owner to whom we issued a certificate or memorandum of insurance.

   We will mail or deliver such notice to each last mailing address known to us.

4. If notice is mailed, proof of mailing will be sufficient proof of notice.

5. The transfer of a policyholder between admitted companies within the same insurance group is not considered a refusal to renew.

© ISO Properties, Inc., 2001

STAR
INSURANCE
COMPANY

EXTENSION OF GENERAL LIABILITY COVERAGE
EXCESS WORKERS' COMPENSATION ENDORSEMENT

In consideration of the additional premium shown on Endorsement # SNS 1002, the Policy is extended to include coverage for Workers' Compensation as follows:

The **INSURER** does agree with the **INSURED**

A. in consideration of the payment of all premiums by the **INSURED**,
B. in consideration of the continued use of the **SERVICE COMPANY** designated in Endorsement # SNS 1002, Item -1- or any other **SERVICE COMPANY** agreed to, in writing, by the **INSURER**,
C. in reliance upon the truth and completeness of all statements and representations made in the **SUBMISSION MATERIALS**, as specified in Endorsement # SNS 1002, Item -2-,
D. in reliance upon the truth and completeness of all statements and representations made in the declarations, attached hereto and made a part hereof, and
E. subject to all of the **CONDITIONS** of this **INSURANCE CONTRACT** as follows:

CONDITION I -- INSURING AGREEMENT

The **INSURER** agrees to indemnify the **INSURED** for **LOSS**, in excess of the **SELF-INSURED RETENTION**, which **LOSS** is sustained, by the **INSURED**, because of liability imposed upon the **INSURED**

A. by the **WORKERS' COMPENSATION ACT** of any state designated in Endorsement # SNS 1002, for damages on account of **BODILY INJURY** or **OCCUPATIONAL DISEASE**, which **BODILY INJURY** or **OCCUPATIONAL DISEASE** is

   1. a result of an **OCCURRENCE** during the INSURANCE **CONTRACT PERIOD**, and
   2. suffered by any **EMPLOYEE** of the **INSURED**, which are incidental to any of the **CLASSIFICATIONS OF OPERATIONS** which are designated in Endorsement # SNS 1002, Item 4, or

B. by LAW for damages on account of **BODILY INJURY** or **OCCUPATIONAL DISEASE**, which **BODILY INJURY** or **OCCUPATIONAL DISEASE** is

   1. a result of an **OCCURRENCE** during the **INSURANCE CONTRACT PERIOD**, and
   2. suffered by an **EMPLOYEE** of the **INSURED**, but only if that **EMPLOYEE** is regularly engaged by the **INSURED**

      a. in any of the **CLASSIFICATIONS OF OPERATIONS** which are designated in Endorsement # SNS 1002, Item -4-, and
      b. in a state designated in Endorsement # SNS 1002, Item -3-, even if that **EMPLOYEE** may be temporarily outside such designated states in connection with operations which are conducted within such designated states.

CONDITION II -- INDEMNITY FOR CLAIM EXPENSES

The **INSURER** shall, as respects the insurance afforded by this **INSURANCE CONTRACT**, indemnify the **INSURED** for **CLAIM EXPENSES** in the proportion that the **INSURER'S** portion of the **LOSS** bears to the total amount of such final award, verdict or judgment against the **INSURED**.

CONDITION III -- SELF-INSURED RETENTION

A. As respects any Specific Excess Workers' Compensation Insurance, the **INSURED** shall retain, as to each **OCCURRENCE**, as a self-insured retention and for the **INSURED'S** own account

1. that amount stated in the POLICY DECLARATIONS, and
2. all interest costs, which interest shall not reduce the self-insured retention, and
3. all costs and all expenses of any and all investigation, defense, negotiation and settlement, and
4. all **INTERMEDIATE REINSURANCE**.

B. As respects any Aggregate Excess Workers' Compensation Reinsurance, the **INSURED** shall retain, in the aggregate, as respects occurrences which are insured under this **INSURANCE CONTRACT** and which take place during the **INSURANCE CONTRACT PERIOD**, as a self-insured retention and for the **INSURED'S** own account

1. that amount stated in N.A., and
2. all costs and all expenses of any and all investigation, defense, negotiation and settlement, and
3. all **INTERMEDIATE REINSURANCE**.

At such time as the **INSURED** has accumulated, subject to the per **OCCURRENCE** contribution limit stated in N.A. the amount stated in N.A. to the **INSURED'S** own account, the **INSURER** shall waive and the **INSURED** shall no longer be required to retain that amount stated in Item N.A. and the **INSURER** agrees to indemnify the **INSURED** for **LOSS** and per OCCURRENCE, up to the amount stated in the Policy Declarations.

CONDITION IV -- FAILURE OF THE INSURED TO

A. **COMPLY WITH ANY WORKERS' COMPENSATION ACT**, or
B. **QUALIFY AS A SELF-INSURER**
in the event that the **INSURED**

1. rejects the **WORKERS' COMPENSATION ACT**, in whole or in part, as respects any operations in any of the states designated in Endorsement # SNS 1002, Item -3-, or
2. fails to qualify as a duly authorized self-insurer under the **WORKERS' COMPENSATION ACT** of any state designated in Endorsement # SNS 1002, Item -3-, then the amount of LOSS and **CLAIM EXPENSES** shall be considered not to exceed the amount of **LOSS** and **CLAIM EXPENSES** which would have resulted if the **INSURED** had not rejected such act and had qualified as a duly authorized self-insurer.

CONDITION V -- EXCLUSIONS

The insurance afforded by this INSURANCE CONTRACT shall not apply to any

A. **LOSS** or **CLAIM EXPENSE** arising out of or caused or contributed to by any operations, which operations are insured or should have been insured

1. under a standard Workers' Compensation and employers Liability Policy,
2. under any other policy of direct insurance, or with or through any state fund, but whatever name called or

B. costs or expenses of defense, settlement, negotiation or investigation other than **CLAIM EXPENSES**, or

C. bodily injury to or sickness, disease or death of any persons who were illegally employed by the **INSURED** with knowledge of such illegality by the **INSURED** or any officer, director, trustee or representative of the **INSURED**, or

D. salaries or other remuneration of any **EMPLOYEES** of the **INSURED**, or

E. interest.

CONDITIONS VI -- DEFINITIONS

A. **INSURED** means only that person or organization named in Item 1 of the **DECLARATIONS**.

B. **INSURANCE CONTRACT PERIOD** means that period of time designated in Item 2 of the **DECLARATIONS** or, if this **INSURANCE CONTRACT** is sooner terminated, such lesser period of time.

C. **STANDARD PREMIUM** means the unmodified premium which the INSURED would have for full coverage Workers' Compensation and Employers Liability Insurance if the **INSURED** were so insured during the **INSURANCE CONTRACT PERIOD.**

D. **PAYROLL** means salary, tips, bonuses, commissions, overtime earnings, the monetary value of all non-monetary remuneration and all other remuneration earned by all **EMPLOYEES** during the **INSURANCE CONTRACT PERIOD** but **PAYROLL** shall not include any expenses, which expenses were

1. reimburse to any **EMPLOYEE** by the **INSURED**, and
2. incurred by such **EMPLOYEE**, on behalf of the **INSURED**, in the course of the business activities of the **INSURED**.

E. SUBMISSION MATERIALS means those documents listed in Endorsement # SNS 1002, Item -2-.

F. **LOSS** means only such amounts as are actually paid, in cash, by or on behalf of the **INSURED**, in payment of benefits under the applicable **WORKERS' COMPENSATION ACT** or **LAW**

1. in settlement of claims, and
2. in satisfaction of awards or judgments, but **LOSS** shall not include any salaries or other remuneration paid or due to any **EMPLOYEES** of the INSURED on any **CLAIM EXPENSES**

G. **WORKERS' COMPENSATION ACT** means the WORKMENS' **COMPENSATION ACT** of the applicable state designated in Endorsement # SNS 1002, Item -3-, whether or not including any separate occupational disease act of that same state.

H. BODILY INJURY means bodily injury or sickness, whether or not resulting in death, but BODILY INJURY shall not include any OCCUPATIONAL DISEASE.

I. **OCCUPATIONAL DISEASE** means any occupational disease, whether or not resulting in death, but **OCCUPATIONAL DISEASE** shall not include any **BODILY INJURY**.

J. **OCCURRENCE** means

1. as respects BODILY INJURY, an accident, or
2. as respects **OCCUPATIONAL DISEASE**, each separate occupational disease suffered by each separate **EMPLOYEE**, which **OCCURRENCE** shall be deemed to take place on the date which such **EMPLOYEE** ceases work as a result of such occupational disease.

K. **EMPLOYEE** means any person who is performing work of any kind for the **INSURED**, and for whom and because of such work the INSURED is liable for the payment of benefits, under the **WORKERS' COMPENSATION ACT** of any state designated in Endorsement # SNS 1002, Item -3-, because of **BODILY INJURY** or **OCCUPATIONAL DISEASE**.

L. **LAW** shall mean statute of common law as shall obligate the **INSURED** to pay damages to any **EMPLOYEE** of the **INSURED** because of **BODILY INJURY** or **OCCUPATIONAL DISEASE** sustained by that EMPLOYEE in the course of employment by the **INSURED**, but **LAW** shall not include any **WORKERS' COMPENSATION ACT**.

M. **CLAIM EXPENSES** means any and all

1. court costs, and

2. allocated investigation, adjustment or legal expenses, but **CLAIMS EXPENSES** shall not include any salaries or other remuneration paid or due to any **EMPLOYEE** of the **INSURED** or to the **SERVICE COMPANY**.

CONDITION VII -- PREMIUM

A. The **PREMIUM** designated in the Endorsement NOT APPLICABLE is an advance premium only, which, when paid by the **INSURED**, shall be credited to the amount of earned premium due at the end of the **INSURANCE CONTRACT PERIOD**. At the close of each period (or part thereof terminating with the end of the **INSURANCE CONTRACT PERIOD**) designated in the **DECLARATIONS** Item 2, the earned **PREMIUM** shall be computed for such period and, upon notice thereof to the **INSURED**, shall become fully due and payable. If the total earned **PREMIUM** for the **INSURANCE CONTRACT PERIOD** is less than the **PREMIUM** paid to date during the **INSURANCE CONTRACT PERIOD**, the **INSURER** shall return, for the account of the **INSURED** and subject to the **MINIMUM AND FULLY EARNED PREMIUM**, the unearned portion paid by the **INSURED**.

B. The **INSURED** shall maintain accurate and complete records of such information as is necessary for premium computation, and shall send copies of such records to the **INSURER** at the end of the **INSURANCE CONTRACT PERIOD** and at such other times as the **INSURER** may direct.

C. The terms of this **CONDITION** shall apply separately and independently to Endorsement NOT APPLICABLE in the same manner as though two separate and distinct **INSURANCE CONTRACTS** had been issued.

CONDITION VIII -- ADMINISTRATION OF CLAIMS

A. The **INSURED** shall

1. investigate and settle or defend all claims, and
2. conduct the defense and appeal in all actions, suits or other proceedings, which claims, actions, suits or other proceedings are commenced against the **INSURED**, and
3. give prompt notice to the INSURER of any

   a. claim, suit, action or other proceeding commenced against the **INSURED**, and
   b. proceeding, event or development which, in the judgment of the **INSURED**, may result in a claim against the **INSURER**, and
4. promptly forward to the **INSURER** copies of all pleadings, claims, suits, actions, proceedings and reports of investigation as may be requested by the **INSURER**.

B. The **INSURER** may elect, at its own option, cost and expense, to participate with the **INSURED** in the defense of appeal of any claim, suit, action or other proceedings in which the INSURER judges it may become involved.

C. The **INSURED** shall not, except at its own cost, peril and expense, make any voluntary settlement of any **LOSS** which involves the **INSURER**, except with the written consent of the **INSURER**.

CONDITION IX -- SERVICE COMPANY

A. The **INSURED** shall engage the **SERVICE COMPANY** named in Endorsement # SNS 1002, Item -1-, and such **SERVICE COMPANY** shall be engaged to provide the **INSURED** with at least the following services:

1. supervision of the **INSURED'S** legal obligations to EMPLOYEES injured in the course of the **INSURED'S** employ
2. maintenance of accurate and complete records of all details concerning each and every occurrence,
3. furnishings of adequate inspection and engineering services, including compliance with all requirements of **OSHA, NIOSH,** or any similar law or regulatory authority,
4. furnishing of complete and accurate periodical advice to the **INSURED** and the **INSURER**, on forms of the **SERVICE COMPANY**, with regard to any and all
   a. accident reports, and
   b. notices of **OCCURRENCE**, claim, suit, action or other proceeding,
5. tabulations, separately, of all
   a. payments
   b. reserves, and
   c. expenses or expense reserves made or established because of any **BODILY INJURY** to or **OCCUPATIONAL DISEASE** or any **EMPLOYEE** of the **INSURED**,
6. compilation and furnishing of all notices and reports required, and
7. general administration of and responsibility for all other details concerning the effective discharge of the **INSURED'S** obligations to its **EMPLOYEES**, which obligations arise out of **BODILY INJURY** to or **OCCUPATIONAL DISEASE** of any **EMPLOYEES**.

B. In the event of any actual or proposed termination of any services of the **SERVICE COMPANY**

1. prompt notice thereof shall be given by the **INSURED** to the **INSURER** along with a description of the causes therefore,
2. such termination shall not relieve the **INSURED** of any of its obligations to provide the services afforded by the **SERVICE COMPANY**,
3. such termination shall not relieve the **INSURED** of any of its obligations under the **INSURANCE CONTRACT**, and
4. the **INSURER** shall have the right, at its option, to terminate this **INSURANCE CONTRACT**.

C. The **SERVICE COMPANY** designated in Endorsement # SNS 1002, Item -1-, may be terminated by the **INSURED** without the consent of the **INSURER**, but any replacement thereof or supplement thereto must be advised in writing to the **INSURER**.

CONDITION X -- INSPECTION AND AUDIT

A. The **INSURER** shall be permitted, but in no event shall it be obligated, to inspect the property and operations of

1. the **INSURED**
2. The **SERVICE COMPANY**, and
3. any and all agents of either or both of the foregoing at any time.

B. Any

1. right of the **INSURER** to make such inspections,
2. making thereof, or
3. report thereon

shall not constitute an undertaking, on behalf or for the benefit of anyone, to warrant or determine that such property or operations are safe or healthful or in compliance with any law, rule, regulation or standard.

C. The **INSURER** may examine and audit the books and records of

1. the **INSURED**
2. the **SERVICE COMPANY**, and
3. any and all agents of either or both of the foregoing at any time
   a. during the **INSURANCE CONTRACT PERIOD**,
   b. during any extensions of the **INSURANCE CONTRACT PERIOD**,
   c. within three (3) years of the end of either of the foregoing, or
   d. while there is any actual or potential outstanding liability for **LOSS** or **CLAIM EXPENSE** under this **INSURANCE CONTRACT**,

   whichever comes last, but only insofar as such books or records may relate to this **INSURANCE CONTRACT**.

CONDITION XI -- COOPERATION

The **INSURED** and the **SERVICE COMPANY** shall cooperate with the **INSURER** and, at the request of the **INSURER**, each shall

A. assist in

1. making settlements
2. the conduct of suits or other actions or proceedings,
3. enforcing any and all rights of contribution or indemnity against any person who or organization which may be liable to the **INSURED** or the SERVICE **COMPANY** for **BODILY INJURY** or **OCCUPATIONAL DISEASE** which is reinsured under this **INSURANCE CONTRACT**,
4. securing and giving evidence, and
5. obtaining the attendance and cooperation of witnesses, and

B. attend hearings, trials and other proceedings.

CONDITION XII -- SUBROGATION

In the event of any payment under this **INSURANCE CONTRACT**, the **INSURER** shall be subrogated to all of the **INSURED'S** rights of recovery therefore against any person or organization, and the **INSURED** and the **SERVICE COMPANY** shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. no person or organization shall do anything to prejudice such a right.

CONDITION XIII -- OTHER INSURANCE

A. In event that the **INSURED** should have any excess insurance, indemnity or other insurance for the same elements of **LOSS** or **CLAIM EXPENSES** as insured under this **INSURANCE CONTRACT**, the **INSURER** shall not be liable for a greater proportion of such **LOSS** and **CLAIM EXPENSES** than the applicable **INSURANCE LIMIT** of this **INSURANCE CONTRACT** bears to the combined insurance limits, limits of liability and limits of indemnity of all valid and collectible reinsurance, insurance and indemnity policies or contract applicable to that **LOSS** or **CLAIM EXPENSES**.

B. This **CONDITION** shall not apply to **INTERMEDIATE REINSURANCE**, which reinsurance this **INSURANCE CONTRACT** shall always be in excess of.

CONDITION XIV -- ACTION AGAINST INSURER

A. No action shall lie against the **INSURER** unless, as a condition precedent thereto,

1. the **INSURED** and
2. all agents, representatives and **EMPLOYEES** of the **INSURED** shall have fully complied with all the **CONDITIONS** of this **REINSURANCE CONTRACT**, and the amount of the **INSURED'S** obligation to pay shall have been finally determined by

a. judgment or award against the **INSURED**, after actual trial or hearing
b. written agreement among the claimant, the **INSURED** and the **INSURER**, or

c. written agreement between the claimant and the **INSURER**, whichever comes first.

B. Any person or organization, or the legal representative thereof, who has secured such judgment or written agreement shall thereafter be entitled to recover under this INSURANCE CONTRACT to the extent of the reinsurance afforded. No person or organization shall have the right under this INSURANCE CONTRACT to join the INSURER in any action against the INSURED to determine the INSURED'S liability. The INSURER shall not be implicated by or on behalf of the INSURED.

CONDITION XV -- ARBITRATION

In the event of any dispute between the **INSURED** and the **INSURER**, with respect to any matter concerning this reinsurance, both parties agree that, upon demand of either, the matter or matters upon which the **INSURED** and the **INSURER** do not agree shall be settled by arbitration in accordance with the rules of the American Arbitration Association. Judgment upon the award rendered by such arbitrators may be entered in any court having jurisdiction. The **INSURED** and the **INSURER** each agree to be bound to the findings of such arbitrators.

CONDITION XVI -- CHANGES

A. Notice to or knowledge possessed by anyone shall not

1. effect a waiver of any of the **CONDITIONS** of this **INSURANCE CONTRACT**,
2. effect a change in any part of this **INSURANCE CONTRACT**, or
3. stop the **INSURER** from asserting any rights under this **INSURANCE CONTRACT**.

The **CONDITIONS** of this **INSURANCE CONTRACT** shall not be waived or changed except by written endorsement, which endorsement is signed by an authorized representative of the **INSURER** and issued to form a part of this **INSURANCE CONTRACT**.

CONDITION XVII -- ASSIGNMENT

This **INSURANCE CONTRACT** shall not be assignable without the prior, written permission of the **INSURER**, which written permission shall be evidenced by written endorsement attached hereto.

CONDITION XVIII -- TERMINATION

A. This **INSURANCE CONTRACT** may be terminated

1. by or on behalf of the **INSURED** by

   a. surrender thereof to the **INSURER** or any of its authorized representatives, or
   b. mailing to the **INSURER** written notice, which notice shall state when thereafter such termination shall be effective, or

2. by or on behalf of the **INSURER**,
   (1) non-payment
   (2) failure to comply with any **CONDITION** of this **INSURANCE CONTRACT**,
   (3) termination of any services of the **SERVICE COMPANY**,
   (4) fraud, or
   (5) material misrepresentation

   by mailing to the **INSURED**, and at the mailing address stated herein, written ~~notice, which notice shall state when, not less than ten (10) days thereafter,~~ such termination shall be effective.

B. Any mailing of notice, as aforesaid, shall be sufficient proof of notice, and delivery of such written notice by or on behalf of the **INSURED** or the **INSURER** shall be equivalent to mailing. The time of surrender or the effective date and hour stated in the notice, whichever is applicable, shall become the end of the **INSURANCE CONTRACT PERIOD**.

C. If termination is effected by or on behalf of the **INSURED**, earned premium shall be calculated in accordance with the customary short rate table and procedure, but if termination is effected by or on behalf of the **INSURER**, earned premium shall be computed pro-rata. Premium adjustment shall be subject to the **MINIMUM AND FULLY EARNED PREMIUM** and may be made either at the time that termination is effected or as soon as practicable thereafter, but payment or tender of unearned premium shall not be a condition to termination. The check of the **INSURER** or of any of its authorized representatives shall be payment in full of any return premium due. payment or tender for the account of the **INSURED** shall be payment to all interests. If this **INSURANCE CONTRACT** insures more than one **INSURED**, notice and payment or tender to any of such **INSUREDS** shall be notice and payment to all interests. If, at the time that termination becomes effective, the **INSURER'S** aggregate **INSURANCE LIMIT** is exhausted by payment or award or reserve for judgments or settlements, or otherwise, then all premium shall be fully earned and due and no return premium shall be due.

CONDITION XIX -- FRAUD OR MISREPRESENTATION

In the event that any **INSURED** or any officer, director, trustee or representative of the **INSURED** shall knowingly and in any way

A. falsify any claim, suit or other action or proceeding,
B. falsify any material statement,
C. falsify any material representation, or
D. partake in or acquiesce to any of the foregoing, then solely as respects such **INSURED**, the reinsurance afforded by this **INSURANCE CONTRACT**, and all rights resulting therefrom, shall be null and void. The **INSURER** shall have the right at its option to terminate the entire **INSURANCE CONTRACT**.

CONDITION XX -- DECLARATIONS, SUBMISSION MATERIALS, AND ACCEPTANCE

By acceptance of this **INSURANCE CONTRACT**,

A. the **INSURED**,
B. the **SERVICE COMPANY**, and

C. all officers, directors, trustees and representatives of either or both of the above,

agree and affirm that each of the persons or other entities named in the **DECLARATIONS**

1. is a qualified self-insurer, and
2. will operate, with and within the permission of the proper authorities, as a qualified self-insurer with respect to the **WORKERS' COMPENSATION ACT** of each and every of the states designated in Endorsement # SNS 1002, Item # -3-,

D. the **INSURED** and all officers, directors, trustees and representatives of the **INSURED** agree and affirm that

1. all statements or representations made in the **DECLARATIONS** are each of their statements, agreements and representations,
2. all statements or representations made in the **SUBMISSION MATERIALS** are each of their statements, agreements and representations,
3. this **INSURANCE CONTRACT** is issued and continued by the **INSURER** in reliance upon the truth and completeness of each and every of such statements, agreements, and representations, and
4. this **INSURANCE CONTRACT** embodies all agreements among and between the **INSURED**, the **INSURER** and all representatives of either or both, as respects all aspects of the insurance afforded hereunder.

STAR
INSURANCE
COMPANY

SELF-INSURED RETENTION ENDORSEMENT
(Expenses Included in SIR)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

COMMERCIAL AUTOMOBILE COVERAGE PART.

1. In consideration of the premium charged and as a condition to the issuance and continuation of the Policy, it is agreed that the NAMED INSURED shall retain, as a self-insured retention, per occurrence and as respects combined insured damages and insured allocated costs and expenses of investigation, defense, negotiation and settlement applicable to such damages, the sum of $$1,000,000 (ONE MILLION) DOLLARS FOR GENERAL LIABILITY, $350,000 (THREE HUNDRED FIFTY THOUSAND DOLLARS FOR WORKERS' COMPENSATION. The company's limit of liability, as stated elsewhere in the Policy, shall apply solely in excess of the NAMED INSURED'S self-insured retention. Allocated costs and expenses of investigation, defense, negotiation and settlement shall not include any costs or expenses of any

A. claims management or service company of any INSURED, or

B. wages or salaries of any employee of any INSURED, or

C. operating expenses of any INSURED.

2. In the event that any combined insured damages and insured allocated costs and expenses, as aforementioned, exceed, per occurrence, the NAMED INSURED'S self-insured retention and involve the liability of the company, then, solely as respects each such occurrence, the company will pay, in addition to its otherwise applicable limit of liability, all supplementary payments, as defined in the Supplementary Payments Conditions of the Policy, except that the company shall not, at any time, be obligated to pay any costs or expenses of any

A. claims management or service company of any INSURED, or

B. wages or salaries of any employee of any INSURED, or

C. operating expenses of any INSURED.

3. The limit of the company's liability for all damages under all BODILY INJURY and PROPERTY DAMAGE liability coverages provided in this Policy, including damages for care and loss of services, shall not be greater than the $1,000,000 (ONE MILLION) DOLLARS per Occurrence and the sum of $2,000,000 (TWO MILLION) DOLLARS in the Aggregate. Workers' Compensation is STATUTORY.

4. In the event of any occurrence which, in the opinion of any INSURED, is likely to give rise to liability under this Policy, no costs or expenses, other than for immediate first aid to others, shall be incurred by any INSURED, except at his or her own cost, peril and expense, without the written consent of the company. The NAMED INSURED shall be obligated to

A. provide an adequate defense and investigation of any action for or notice of any actual, potential or alleged damages, and

B. accept any reasonable offer or settlement within the NAMED INSURED'S self-insured retention,

and, in the event of any NAMED INSURED'S failure to comply with any part of this paragraph, the company shall not be liable for any damages or costs or expenses resulting from any such occurrence.

5. The company may, at its sole option, pay, as damages, costs and expenses, any part or all of the NAMED INSURED'S self-insured retention in order to effect settlement of any and all actions against any INSURED and, upon notice to any NAMED INSURED of the company having done so, the NAMED INSURED shall, within ten (10) calendar days of sending of such notice, fully reimburse the company.

STAR
INSURANCE
COMPANY
A member of Meadowbrook® Insurance Group

AMENDATORY ENDORSEMENT

MANDATORY WITH ENDORSEMENT
SNS 1008

It is hereby understood and agreed that the following is applicable to Endorsement #SNS 1008, Extension of General Liability Coverage Excess Workers' Compensation:

1. Service Company:

Tristar Risk Management Servdices
PO Box 60072
Corpus Christi, TX 78466
Telephone: (361) 857 0115

2. Identification of submission material information received from:

Mr. Tom J. Eller
London American Risk Specialists, Inc.
Campbell Center II
8150 N. Central Expwy
Suite 1450
Dallas, TX 75206

3. Insurance is applicable only in the following state:

Texas

4.

A	B	C
Classification of Operation	Manual Code	Estimated Annual Payroll

NOT APPLICABLE -- **FLAT PREMIUM**

STAR
INSURANCE
COMPANY
A member of Markel Insurance Group

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ CAREFULLY

MUNICIPALITY ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

This insurance does not apply to any liability:

A. arising out of or caused or contributed to by any ownership, maintenance, operation, use, loading, unloading or control of or responsibility for any aircraft;

B. arising out of or caused or contributed to by any ownership, maintenance, operation, use or control of or responsibility for any airfield, airport, runway, hangar, building or other property or facility designed for, used, connected, associated or affiliated with or in any way related to aviation or aviation activities;

C. for **BODILY INJURY** or **PROPERTY DAMAGE** if such **BODILY INJURY** or **PROPERTY DAMAGE** is due to any rendering of or failure to render any professional medical, surgical or dental service;

D. actually or allegedly arising out of or caused or contributed to by or in any way connected with any principle or eminent domain, condemnation proceeding, inverse condemnation, dedication by adverse use or adverse possession, by whatever name called;

E. arising out of, in connection with or caused or contributed to by any failure or inability to supply or any interruption of any adequate quantity of power, steam, pressure, fuel or water;

F. arising out of or caused or contributed to by any subsidence, erosion or earth movement;

G. arising out of or caused or contributed to by any operation, maintenance, use, ownership or control of or responsibility for any hospital, treatment center or other medical, psychiatric or psychological facility or any facility which is similar or related to any of the foregoing, except as respects **BODILY INJURY** or **PROPERTY DAMAGE** arising out of fire, explosion, collapse or earthquake at such facility;

H. arising out of or caused or contributed to by or connected with any actual or alleged violation of the Employee Retirement Income Security Act of 1974 (Public Law 93-406) or any amendment thereto or any similar provision of any local, state or federal law, statutory or common;

I. arising out of or caused or contributed to by any actual or alleged illegal discrimination, or

J. arising out of caused by or contributed to by any actual or alleged deterioration, bursting, breaking, leaking, inadequacy, design of, control of, maintenance of, or any other alleged responsibility for any structure device, or water course, natural or man-made, including, but not limited to, dams, reservoirs, levees, banks, embankments, gates, canals, ditches, gutters, sewers, aqueducts, channels, culvert, retaining walls, drains, tanks, watershed, or drains, a purpose of which is the containing, carrying, impeding, channeling, diverting, or draining of water or other liquid;

K. arising out of the sale or distribution or handling of contaminants, or pollutants including but not limited to acids, alkylides, chemicals, metals or bacteria in water sold, handled or distributed by or on behalf of the NAMED INSURED;

L. arising out of inhaling, ingesting or prolonged exposure to asbestos or goods or products containing asbestos, or the use of asbestos in constructing or manufacturing any good, product or structure, or the removal of asbestos from any good, product or structure, or the manufacture, sale, transportation, storage or disposal of asbestos or goods or products containing asbestos;

The coverage afforded by this policy does not apply to payment for the investigation or defense of any loss, injury or damage or any cost, fine or penalty or for any expense or claim or suit related to any of the above.

STAR
INSURANCE
COMPANY

TEXAS POLICYHOLDER NOTICE

Notice of Toll Free Telephone Numbers & Procedures for Obtaining Information & Filing Complaints

IMPORTANT NOTICE

To obtain information or make a complaint, or for premium disputes or presenting a claim:

1. You may call the following toll-free telephone number for general pollicyholder assistance:

   1-800-604-9273

2. You may also call the following company toll-free telephone number to submit a claim or to make a complaint:

   1-800 604-9273

3. You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

   1-800-252-3439

4. You may write the Texas Department of insurance at:

   P.O. Box 149104
   Austin, TX 78714-1771

5. **PREMIUM OR CLAIM DISPUTES**: Should you have a dispute concerning your premium or about a claim, you should contact your agent or company representative first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

6. **ATTACH THIS NOTICE TO YOUR POLICY**: this notice is for information only and does not become a part or condition of the attached document.

STAR
INSURANCE
COMPANY

STAR INSURANCE COMPANY

GENERAL ENDORSEMENT

This Endorsement effective January 1, 2009, 12:01 a.m. Standard Time forms a part of Policy Number: CP 02678 72 issued to the Hidalgo County, TX.

It is understood and agreed that the policy to which this endorsement is attached shall not be cancelled, non-renewed or materially changed until **90 days** after written notice of such cancellation, non-renewal or material change has been given to the **First Named Insured** at the address shown on the declaration page, except for nonpayment of premium.

All Other Terms and Conditions of this Policy Remain Unchanged

STAR
INSURANCE
COMPANY

STAR INSURANCE COMPANY

GENERAL ENDORSEMENT

This Endorsement effective January 1, 2009, 12:01 a.m. Standard Time forms a part of Policy Number: CP 02678 72 issued to the Hidalgo County, TX.

INADVERTENT E & O IN APPLICATION

It is understood and agreed that (1) failure of the insured to disclose all hazards existing as of the inception or renewal dates of this policy or to comply with any provisions of this policy, or (2) errors or omissions in applications, declarations, schedules, endorsements or other documents, shall not prejudice the insured with respect to the coverage afforded by the policy, as long as such failure, error or omission is unintentional and is corrected or complied with as soon as practical after it has been brought to the attention of the Risk Manager.

All Other Terms and Conditions of this Policy Remain Unchanged

STAR
INSURANCE
COMPANY

STAR INSURANCE COMPANY

GENERAL ENDORSEMENT

This Endorsement effective January 1, 2009, 12:01 a.m. Standard Time forms a part of Policy Number: CP 02678 72 issued to the Hidalgo County, TX.

Knowledge of Occurrence

Knowledge of an "occurrence," claim, or "suit" by an agent, servant, or employee of any insured; and receipt of any demand, notice, summons, or other legal paper in connection with a claim or "suit" by any agent, servant, or employee of any insured shall not in itself constitute knowledge of the insured or receipt by the insured unless an individual in one of the positions listed below shall have such knowledge or shall have received such demand, notice, summons, or legal paper from the agent, servant, or employee.

Scheduled Positions

Risk Manager

All Other Terms and Conditions of this Policy Remain Unchanged

STAR
INSURANCE
COMPANY

STAR INSURANCE COMPANY

GENERAL ENDORSEMENT

This Endorsement effective January 1, 2009, 12:01 a.m. Standard Time forms a part of Policy Number: CP 02678 72 issued to the Hidalgo County, TX.

Notice of Occurrence

It is understood and agreed that:

Your failure to give first report of a claim to us shall not invalidate coverage under this policy if the loss was inadvertently reported to another insurer. However, you shall report any such occurrence to us within a reasonable time once you become aware of such error.

All Other Terms and Conditions of this Policy Remain Unchanged

McGRIFF, SEIBELS & WILLIAMS OF TEXAS, INC.
5949 Sherry Lane, Suite 1300 / Dallas, Texas 75225
TEL (469) 232-2100 FAX (469) 232-2101

INVOICE

INVOICE DATE	INVOICE NUMBER
10/26/2009	905360
ASSURED NUMBER	**AGENT**
32 053600 000	Fontenot
EFFECTIVE DATE	**AMOUNT ENCLOSED**
12/31/2009	

Hidalgo County
Attn: Purchasing Dept.
2812 S Business 281 New Admin Bldg
Edinburg, TX 78539

PLEASE NOTE
PREMIUMS ARE DUE AND PAYABLE BY EFFECTIVE DATE

DETACH AND RETURN WITH REMITTANCE TO: MCGRIFF, SEIBELS & WILLIAMS, INC., DRAWER #456 P.O. BOX 11407, BIRMINGHAM, AL 35246-0456

ALL OTHER CORRESPONDENCE TO: McGriff, Seibels & Williams of Texas, Inc 5949 Sherry Lane, Suite 1300 Dallas, TX 75225

Policy Number - CP0267872
Policy Term - 01/01/10 To 01/01/11
Renewal Policy

Company - Star Insurance
Coverage - Excess Workers' Compensation:
TPA: Tristar

Premium		$168,515.00
Policy Fee	$	n/a
Surplus Lines Tax	$	n/a
Stamping Fee	$	n/a

INVOICE DATE	INVOICE NUMBER
12/31/2009	905360

AMOUNT DUE	$168,515.00

Thank You!

McGRIFF, SEIBELS & WILLIAMS OF TEXAS, INC.
DRAWER #456
P.O. BOX 11407
BIRMINGHAM, AL 35246-0456
(469) 232-2100

McGriff, Seibels & Williams of Texas, Inc.
5080 Spectrum Drive, Suite 900-E / Addison, TX 75001
404 E. Ramsey Rd., Suite 108 / San Antonio, TX 78216

Hidalgo County

Excess Workers' Compensation Analysis

Coverage Synopsis:	2010-2011 Star Insurance	2009-2010 Star Insurance	2008-2009 Star Insurance
Self-Insured Retention:	$350,000	$350,000	$350,000
Maximum Limit of Indemnity/Occurrence	Statutory	Statutory	Statutory
Employers' Liability Maximum Limit of Indemnity per Occurrence	$1,000,000	$1,000,000	$1,000,000
$1,000,000 / $2,000,000 Excess CGL	Included	Included	Included
Premium Rate per $100 of Payroll	$0.1336	$0.1336	$0.1336
Total Remuneration	$126,162,612	$120,634,892	$ 109,822,159
Deposit Premium	$168,515	$161,132	$146,750
Annual Premium	**$168,515**	**$161,132**	**$146,750**
Cancellation Provision	60 Days	60 Days	60 Days
Waiver of Subrogation	Specific	Specific	Specific
Longshoremen's & Harbor Workers' Compensation Act Coverage Endt	Included	Included	Included
Broad Form - All States	Included	Included	Included
Voluntary Compensation Endorsement	Included	Included	Included
Foreign Voluntary W/C & E/L Endt	N/A	N/A	N/A
Terrorism Risk Insurance Act	Included	Included	Included
Audit Term:	Non-Auditable	Non-Auditable	Non-Auditable

AI-17799 **28.A.9.**

Renewal/Extension: Property & Casualty Insurance Policy
CC REGULAR

Date:	11/03/2009
Submitted By:	Vangie Garcia, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Purchasing only:** Hidalgo County

Information

CAPTION

Consideration and applicable action for Hidalgo County to exercise and utilize the final year renewal option as stated and reflected in the RFP including approval of detailed schedule of premium/fees attached hereto as 2010-2011 Coverage Summary for Property & Casualty Insurance Policies in the total amount of **$1,572,569.00** effective January 1, 2010 with authority for County Judge, Court Member or Commissioners' Court Executive Officer to sign any applicable documentation.

BACKGROUND

The 2010-2011 Schedule Premium/Fees reflects an amount of $11,646.00 **less** than the 2009-2010 Schedule Premiums/Fees. Please see attached information for comparison.

Renewal effective date will commence as of January 1, 2010 with termination date of January 1, 2011.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Funding will be through various departments in the 2010 budget.

FISCAL YEAR: 2009 **ACCT. #:** X1100-419-00-115-025-X-XXX

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

BUDGETARY IMPACT:

Funding availability
Approved 2010 budget:
object code 521: $585,000.00
object code 522: $275,000.00
object code 523: $125,000.00
object code 524: $400,000.00

Attachments

Link: 2009-2010 Summary Coverage and Invoice

Link: 2010-2011 Summary Coverage and Invoice

Link: Letter From Montalvo Insurance

Link: Comparison Chart

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	10/29/2009 09:25 AM	APRV
2	Budget & Management	Erika Zamora	10/29/2009 12:25 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	10/30/2009 02:55 PM	APRV
4	Auditor's Office	Angela Garcia	10/30/2009 04:23 PM	APRV

Form Started By: Vangie Garcia Started On: 09/30/2009 04:44 PM

Final Approval Date: 10/30/2009

MONTALVO INSURANCE AGENCY

TEL. (956) 968-5521 • FAX (956) 969-9198

INVOICE

Montalvo Insurance Agency
PO Box 2
Weslaco, Texas 78599
956-968-5521

11/13/08

To: Vangie Garcia
Hidalgo County
PO Box 1356
Edinburg, TX 78540

Term: 01/01/2009 – 01/01/2010

Type of Coverage	Insurance Carrier	Premium
Property/Boiler Machinery	Chubb – Federal Insurance	$364,684.00
Wind/Hail Deductible Buy Back	Landmark America Insurance	$ 99,915.00
Differences in Conditions	Ace American Insurance	$11,975.00
Kidnap/Extortion	Ace American Insurance	$3,650.00
General Liability	Travelers Insurance	$179,993.00
Employee Benefits Plan Administrative Liability	Travelers Insurance	$372.00
Management Liability	Travelers Insurance	$19,325.00
Employment Practices Liability	Travelers Insurance	$160,302.00
Law Enforcement Liability	Travelers Insurance	$266,484.00
Automobile Liability	Travelers Insurance	$261,310.00
Automobile Physical Damage	Travelers Insurance	$62,796.00
Crime	Travelers Insurance	$8,381.00
Medical Malpractice Liability	Evanston Insurance	$77,589.00
Errors/Omissions District Clerk	Certain Underwriters @ Lloyds	$8,517.00
Errors/Omissions County Clerk	Certain Underwriters @ Lloyds	$6,372.00
Pollution Liability	Illinois Union	$3,375.00
Automobile – Mexico	Grupo Nacional Provincial	$3,500.00
Third Party Administration	TriStar	$45,675.00
TOTAL PREMIUM		**$1,584,215.00**

The premium for the renewal policy term has been determined upon policy changes that took place through 09/01/08 and does not include any amendments after 09/01/08 for additional property, autos, etc. An endorsement will be processed and the appropriate additional premium will be charged for changes requested after 09/01/08.

Payment due upon receipt.

Thank you for your business!

Independent Insurance Agent

ALL FORMS OF INSURANCE

Trusted Choice

208 SOUTH TEXAS BOULEVARD • WESLACO, TEXAS 78596
Home Page www.montalvoinsurance.com • Email ramon@montalvoinsurance.com

MONTALVO INSURANCE AGENCY

TEL. (956) 968-5521 • FAX (956) 969-9198

Hidalgo County
Coverage Summary
2009-2010

Type of Coverage	Insurance Carrier	Limit	Premiums Fees
Property Boiler & Machinery	Chubb – Federal Ins	**Blanket Building** $169,073,297 **Blanket Contents** $26,403,910 **Contractors Equipment** 11,100,004 **EDP** $5,200,000	$364,684.00 Included
Deductible Buyback	Landmark America	**Reduces Windstorm Deductible Amount**	$99,915.00
International Coverage	Ace American Ins	**Each Occurrence** $1,00,000	$11,975.00
Kidnap & Extortion	Ace American Ins	**Each Loss** $2,000,000	$3,650.00
General Liability	Travelers	**Occurrence/Aggregate** $1,000,000/$2,000,000	$958,963.00
Employee Benefits	Travelers	**Each Wrongful Act/Aggregate** $1,000,000/$3,000,000	Included
Auto Liability	Travelers	**Liability Limit** $1,000,000 **Total Units: 1,063**	Included
Auto Comprehensive Collision	Travelers	**Physical Damage Deductible Scheduled Vehicles Only** $10,000 $10,000	Included
Law Enforcement Liability	Travelers	**Each Wrongful Act** $1,000,000	Included
Management Liability	Travelers	**Each Wrongful Act** $2,000,000	Included
Employment Practices Liability	Travelers	**Each Wrongful Act** $2,000,000	Included
Crime	Travelers	**Limit** $500,000	Included
Medical Malpractice Liability	Evanston Ins Co	**Each Claim/Aggregate** $1,000,000/$3,000,000	$77,589.00
Errors & Omissions District Clerk	Certain Underwriters Lloyds	Each Claim/Aggregate $700,000/$700,000	$8,517.00
Errors & Omissions County Clerk	Certain Underwriters Lloyds	**Each Claim/Aggregate** $500,000/$500,000	$6,372.00
Pollution Liability	Illinois Union	**Occurrence/Aggregate** $2,000,000/$4,000,000	$3,375.00
Mexico Auto Liability Theft, Vandalism, Fire & Natural Phenomena Collision Overturn & Glass	Grupo Nacional Provincial	**Liability** $300,000CSL **Physical Damage Deductible** $500/$1000	$3,500.00
Third Party Admin	TriStar	N/A	$45,675.00

MONTALVO INSURANCE AGENCY

TEL. (956) 968-5521 • FAX (956) 969-9198

Invoice

10/28/09

To: Vangie Garcia
Hidalgo County
PO Box 1356
Edinburg, TX 78540

Term: 01/01/2010 – 01/01/2011		
Type of Coverage	**Insurance Carrier**	**Premium/Fees**
Property/Boiler Machinery	Chubb – Federal Insurance	$368,980.00
Wind/Hail Deductible Buy Back	Landmark America Insurance	$ 98,681.00
Differences in Conditions	Ace American Insurance	$12,325.00
Kidnap/Extortion	Ace American Insurance	$3,832.00
General Liability	Travelers Insurance	$175,911.00
Employee Benefits Plan Administrative Liability	Travelers Insurance	$374.00
Management Liability	Travelers Insurance	$18,931.00
Employment Practices Liability	Travelers Insurance	$156,699.00
Law Enforcement Liability	Travelers Insurance	$260,446.00
Automobile Liability	Travelers Insurance	$255,385.00
Automobile Physical Damage	Travelers Insurance	$61,386.00
Crime	Travelers Insurance	$8,062.00
Medical Malpractice Liability	Evanston Insurance	$79,300.00
Errors/Omissions District Clerk	Certain Underwriters @ Lloyds	$8,617.00
Errors/Omissions County Clerk	Certain Underwriters @ Lloyds	$6,475.00
Pollution Liability	Illinois Union	$3,590.00
Automobile – Mexico	Grupo Nacional Provincial	$4,625.00
Third Party Administration	TriStar	$48,950.00
TOTAL PREMIUM/FEES		**$1,572,569.00**

The premium/fees for the renewal policy term have been determined upon policy changes that took place through 10/15/09. A premium adjustment will be made for any additional vehicles, equipment, increase in property values and increase in exposures for the professional liability coverage.

Note: Contemplation of the elimination of a specific coverage item may require underwriting approval and the pricing may differ.

Independent Insurance Agents

ALL FORMS OF INSURANCE

Trusted Choice™

208 SOUTH TEXAS BOULEVARD • WESLACO, TEXAS 78596

Home Page www.montalvoinsurance.com • Email: ramon@montalvoinsurance.com

MONTALVO INSURANCE AGENCY

Hidalgo County
Coverage Summary
2010-2011

TEL. (956) 968-5521 • FAX (956) 969-9198

Type of Coverage	Insurance Carrier	Limit	Premiums Fees
Property Boiler & Machinery	Chubb – Federal Ins	**Blanket Building** $170,632,996 **Blanket Contents** $27,357,912 **Contractors Equipment** 16,300.00 **EDP** $5,200,000	$368,980.00 Included
Wind/Hail Deductible Buyback	Landmark America	**Reduces Windstorm Deductible Amount**	$98,681.00
Differences In Conditions International Coverage	Ace American Ins	**Each Occurrence** $1,00,000	$12,325.00
Kidnap & Extortion	Ace American Ins	**Each Loss** $2,000,000	$3,832.00
General Liability	Travelers	**Occurrence/Aggregate** $1,000,000/$2,000,000	$175,911.00
Employee Benefits Plan Administration Liability	Travelers	**Each Wrongful Act/Aggregate** $1,000,000/$3,000,000	$374.00
Management Liability	Travelers	**Each Wrongful Act** $2,000,000	$18,931.00
Employment Practices Liability	Travelers	**Each Wrongful Act** $2,000,000	$156,699.00
Law Enforcement Liability	Travelers	**Each Wrongful Act** $1,000,000	$260,446.00
Automobile Liability .	Travelers	**Liability Limit** $1,000,000 **Total Units: 1,194**	$255,385.00
Auto Physical Damage Comprehensive Collision	Travelers	**Physical Damage Deductible Scheduled Vehicles Only** $10,000 $10,000	$61,386.00
Crime	Travelers	**Limit** $500,000	$8,062.00
Medical Malpractice Liability	Evanston Ins Co	**Each Claim/Aggregate** $1,000,000/$3,000,000	$79,300.00
Errors & Omissions District Clerk	Certain Underwriters Lloyds	Each Claim/Aggregate $700,000/$700,000	$8,617.00
Errors & Omissions County Clerk	Certain Underwriters Lloyds	**Each Claim/Aggregate** $500,000/$500,000	$6,475.00
Pollution Liability	Illinois Union	**Occurrence/Aggregate** $2,000,000/$4,000,000	$3,590.00
Mexico Auto Liability Theft, Vandalism, Fire & Natural Phenomena Collision Overturn & Glass	Grupo Nacional Provincial	**Liability** $300,000CSL **Physical Damage Deductible** $500/$1000	$4,625.00
Third Party Admin	TriStar	N/A	$48,950.00

Independent Insurance Agents

ALL FORMS OF INSURANCE

Trusted Choice™

208 SOUTH TEXAS BOULEVARD • WESLACO, TEXAS 78596

Home Page www.montalvoinsurance.com • Email: ramon@montalvoinsurance.com

MONTALVO INSURANCE AGENCY

TEL. (956) 968-5521 • FAX (956) 969-9198

Date: October 28, 2009

To: Evangelina Garcia – Hidalgo County Purchasing

From: Ramon Montalvo III, C.I.C.

Re: Renewal Information on various Property/Casualty Coverage effective 01/01/2010

Message:

I'm enclosing a coverage summary along with the projected renewal premiums and fees for the above referenced policies. The renewal figures are based on information (exposures/basis) as of 10/15/09. A premium adjustment will be made for any additional vehicles, equipment, increase in property values and increase in exposure for the professional liability.

The Travelers Insurance Company will continue with the Auto, General Liability, Law Enforcement, Management/Employment Practices Liability and crime coverage. The Federal Insurance Company (Chubb) and Landmark will renew the various property coverage. The Evanston and Certain Underwriters at Lloyds will renew Professional Liability coverage. All other insurance lines will also remain with the same insurance carriers. The Third Party Administrator, Management, and Loss Control Services will also remain the same and fees are included.

As you can see, the total projected premium including fees is slightly less than last year in spite of an increase in the number of autos to be insured and increased claim activity in the Management/Employment Practice lines.

We appreciate the opportunity to be of continued service to the county. The next step will be to secure various signatures on the applications and forms. We will provide evidence of renewal coverage no later than 12/04/09.

Independent Insurance Agent

ALL FORMS OF INSURANCE

Trusted Choice

208 SOUTH TEXAS BOULEVARD • WESLACO, TEXAS 78596

Home Page www.montalvoinsurance.com • Email: ramon@montalvoinsurance.com

MONTALVO INSURANCE AGENCY

TEL. (956) 968-5521 • FAX (956) 969-9198

Hidalgo County
Coverage Summary
2010-2011

Type of Coverage	Insurance Carrier	Limit	Premiums Fees
Property **Boiler & Machinery**	Chubb – Federal Ins	**Blanket Building** $170,632,996 **Blanket Contents** $27,357,912 **Contractors Equipment** 16,300.00 **EDP** $5,200,000	$368,980.00 Included
Wind/Hail Deductible Buyback	Landmark America	**Reduces Windstorm Deductible Amount**	$98,681.00
Differences in Conditions International Coverage	Ace American Ins	**Each Occurrence** $1,00,000	$12,325.00
Kidnap & Extortion	Ace American Ins	**Each Loss** $2,000,000	$3,832.00
General Liability	Travelers	**Occurrence/Aggregate** $1,000,000/$2,000,000	$175,911.00
Employee Benefits Plan Administration Liability	Travelers	**Each Wrongful Act/Aggregate** $1,000,000/$3,000,000	$374.00
Management Liability	Travelers	**Each Wrongful Act** $2,000,000	$18,931.00
Employment Practices Liability	Travelers	**Each Wrongful Act** $2,000,000	$156,699.00
Law Enforcement Liability	Travelers	**Each Wrongful Act** $1,000,000	$260,446.00
Automobile Liability	Travelers	**Liability Limit** $1,000,000 **Total Units: 1,194**	$255,385.00
Auto Physical Damage **Comprehensive** **Collision**	Travelers	**Physical Damage Deductible Scheduled Vehicles Only** $10,000 $10,000	$61,386.00
Crime	Travelers	**Limit** $500,000	$8,062.00
Medical Malpractice Liability	Evanston Ins Co	**Each Claim/Aggregate** $1,000,000/$3,000,000	$79,300.00
Errors & Omissions District Clerk	Certain Underwriters Lloyds	Each Claim/Aggregate $700,000/$700,000	$8,617.00
Errors & Omissions County Clerk	Certain Underwriters Lloyds	**Each Claim/Aggregate** $500,000/$500,000	$6,475.00
Pollution Liability	Illinois Union	**Occurrence/Aggregate** $2,000,000/$4,000,000	$3,590.00
Mexico **Auto Liability** **Theft, Vandalism, Fire & Natural Phenomena** **Collision** **Overturn & Glass**	Grupo Nacional Provincial	**Liability** $300,000CSL **Physical Damage Deductible** $500/$1000	$4,625.00
Third Party Admin	TriStar	N/A	$48,950.00

Independent Insurance Agent

ALL FORMS OF INSURANCE

Trusted Choice™

208 SOUTH TEXAS BOULEVARD • WESLACO, TEXAS 78596

Home Page www.montalvoinsurance.com • Email: ramon@montalvoinsurance.com

MONTALVO INSURANCE AGENCY

TEL. (956) 968-5521 • FAX (956) 969-9198

Invoice

10/28/09

To: Vangie Garcia
Hidalgo County
PO Box 1356
Edinburg, TX 78540

Term: 01/01/2010 – 01/01/2011

Type of Coverage	Insurance Carrier	Premium/Fees
Property/Boiler Machinery	Chubb – Federal Insurance	$368,980.00
Wind/Hail Deductible Buy Back	Landmark America Insurance	$ 98,681.00
Differences in Conditions	Ace American Insurance	$12,325.00
Kidnap/Extortion	Ace American Insurance	$3,832.00
General Liability	Travelers Insurance	$175,911.00
Employee Benefits Plan Administrative Liability	Travelers Insurance	$374.00
Management Liability	Travelers Insurance	$18,931.00
Employment Practices Liability	Travelers Insurance	$156,699.00
Law Enforcement Liability	Travelers Insurance	$260,446.00
Automobile Liability	Travelers Insurance	$255,385.00
Automobile Physical Damage	Travelers Insurance	$61,386.00
Crime	Travelers Insurance	$8,062.00
Medical Malpractice Liability	Evanston Insurance	$79,300.00
Errors/Omissions District Clerk	Certain Underwriters @ Lloyds	$8,617.00
Errors/Omissions County Clerk	Certain Underwriters @ Lloyds	$6,475.00
Pollution Liability	Illinois Union	$3,590.00
Automobile – Mexico	Grupo Nacional Provincial	$4,625.00
Third Party Administration	TriStar	$48,950.00
TOTAL PREMIUM/FEES		**$1,572,569.00**

The premium/fees for the renewal policy term have been determined upon policy changes that took place through 10/15/09. A premium adjustment will be made for any additional vehicles, equipment, increase in property values and increase in exposures for the professional liability coverage.

Note: Contemplation of the elimination of a specific coverage item may require underwriting approval and the pricing may differ.

Independent Insurance Agent

ALL FORMS OF INSURANCE

Trusted Choice™

208 SOUTH TEXAS BOULEVARD • WESLACO, TEXAS 78596
Home Page www.montalvoinsurance.com • Email: ramon@montalvoinsurance.com

HIDALGO COUNTY PROPERTY & CASUALTY INSURANCE				Price Difference + -
2009-2010 Coverage Summary			2010-2011 Coverage Summary	
Type Of Coverage		**Premium/Fees**	**Premium/Fees**	
Property/Boiler Machinery	Chubb-Federal Insurance	$364,684.00	$368,980.00	+ $4296.00
Wind/Hail Deductible Buy Back	Landmark America Insurance	$99,915.00	$98,681.00	- $1234.00
Differences In Conditions	Ace American Insurance	$11,975.00	$12,325.00	+ $350.00
Kidnap/Extortion	Ace American Insurance	$3,650.00	$3,832.00	+ $182.00
General Liability	Travelers Insurance	$179,993.00	$175,911.00	- $4082.00
Employee Benefits Plan Administrative Liability	Travelers Insurance	$372.00	$374.00	+ $2.00
Management Liability	Travelers Insurance	$19,325.00	$18,931.00	+ $394.00
Employment Practices Liability	Travelers Insurance	$160,302.00	$156,699.00	- $3603.00
Law Enforcement Liability	Travelers Insurance	$266,484.00	$260,446.00	- $6038.00
Automobile Liability	Travelers Insurance	$261,310.00	$255,385.00	- $5925.00
Automobile Physical Damage	Travelers Insurance	$62,796.00	$61,386.00	- $1410.00
Crime	Travelers Insurance	$8,381.00	$8,062.00	- $319.00
Medical Malpractice Liability	Evanston Insurance	$77,589.00	$79,300.00	+ $1711.00
Errors/Omissions District Clerk	Certain Underwriters @Lloyds	$8,517.00	$8,617.00	+ $100.00
Errors/Omissions County Clerk	Certain Underwriters @Lloyds	$6,372.00	$6,475.00	+ $103.00
Pollution Liability	Illinois Union	$3,375.00	$3,590.00	- $215.00
Automobile-Mexico	Grupo Nacional Provincial	$3,500.00	$4,625.00	+ $1125.00
Third Party Administration	TriStar	$44,675.00	$48,950.00	+ $3275.00
TOTAL PREMIUM		**$1,584,215.00**	**$1,572,569.00**	$11,646.00

HIDALGO COUNTY'S PREMIUM/FEE SUMMARY FOR RENEWAL YEAR OF 2010-2011 IS LESS IN THE AMOUNT OF $11,646.00.

AI-18309 **28.B.1.**

"On Call" Engineering Services

CC REGULAR

Date:	11/03/2009
Submitted By:	Nielda Cavazos, PURCHASING DEPT.
Submitted For:	Nielda Cavazos
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Purchasing only:** Prct. 1

Information

CAPTION

a. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A)(4) a professional service for engineering services;

b. Presentation of scoring grid (for the purposes of ranking by CC) of the firms graded & evaluated through the County's approved "pool" of Professional Engineers in connection with required/needed professional engineering services on an "on Call and As Needed" Basis for Precinct No. 1;

1st._____; 2nd._____; 3rd._____;

c. Authority for the Purchasing Department to negotiate a professional engineering services contract with the No.1 ranked firm of _____ for the provision of engineering services for Precinct No. 1 Projects.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

At the time of submission of this agenda request, Pct. had yet to provide funding source.

Attachments

Link: Scoring & Evaluation

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department (Originator)	Marty Salazar	10/30/2009 12:01 PM	APRV
2	Budget & Management	Angela Garcia	10/30/2009 12:18 PM	APRV
3	Purchasing Department (Originator)	Marty Salazar	10/30/2009 01:59 PM	APRV

4	Auditor's Office	10/30/2009 04:23 PM	NEW
Form Started By: Nielda Cavazos		Started On: 10/29/2009 08:00 AM	
Final Approval Date: 10/30/2009			

HIDALGO COUNTY PRECINCT NO 1

FOR

On Call Engineering Services

Scoring & Evaluation GRID

Engineering Services

Total Scores	Dos Logistics	Quintanilla Headley & Asso.	Javier Hinojosa Engineering
Scores	95	92	88
RANKING			

*SCORING & EVALUATION COMPLETED BY PCT NO 1

Memorandum

To: Purchasing Department

attn: Nielda Cavazos

From: Noe Montez

Date: 10/29/2009

Re: SOQ's Engineering On Call

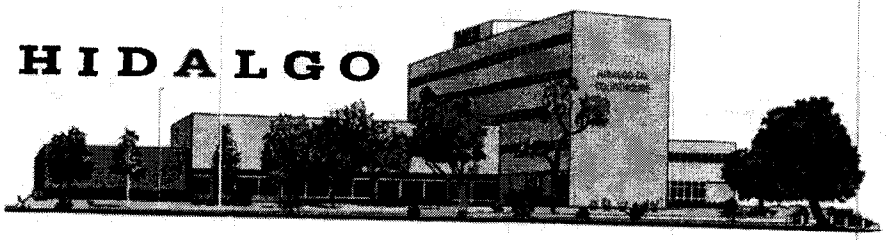
Please make arrangements to forward the State Of Qualifications for the following engineers from the current pool.

1. Dos Logistics, Inc.
2. Javier Hinojosa Engineering
3. Quintanilla, Headley & Associates

Thanks

Noe Montez

COUNTY of HIDALGO



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

October 29, 2009

Martha Salazar
Hidalgo County Purchasing Department
2801 S. Business Hwy 281
Edinburg, Texas 78539

Re: Statement of Qualifications (Engineering Firms) On Call

Dear Martha:

After careful review of the Statement of Qualifications of the Engineering firms from the current pool of engineers we have scored/graded the firms. Please place on the next commissioner's court agenda for ranking.

If you should need any additional information, please contact either myself or Mr. Noe Montez.

Sincerely,

Joseph Palacios
Chief Administrator, Pct. 1

JP: nm

AI-18290 **28.C.1.**

Requesting approval of Change Directive No. 5
CC REGULAR

Date:	11/03/2009
Submitted By:	Rocio Villarreal, PURCHASING DEPT.
Submitted For:	Rocio Villarreal
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Purchasing only:** Prct. 3

Information

CAPTION

Requesting approval of Change Directive No. 5 in connection with the "Construction of the Meeting Hall/Pavilion for Precinct No. 3" from contracted vendor, G.A.S. Enterprises, Inc., and as recommended by project architect, Alcocer Garcia Associates with authority for County Judge or Court Member to execute document.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1302-451-22-123-068-0-720

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

BUDGETARY IMPACT:

Proposed Construction Change Directive will have no Budgetary Impact on P.O. #617510 as originally proposed, funding is through allowance.

Attachments

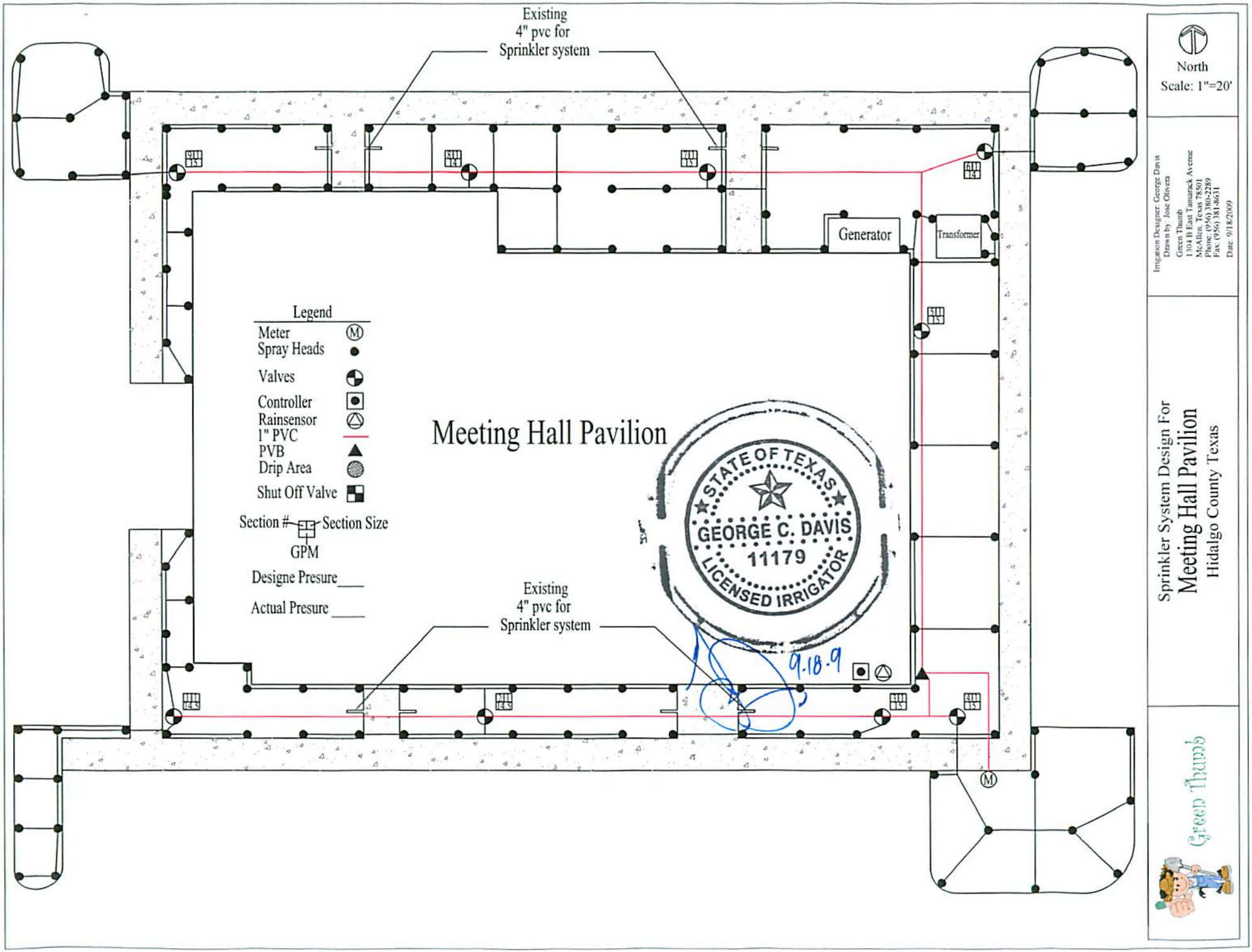
Link: Change Directive No. 5

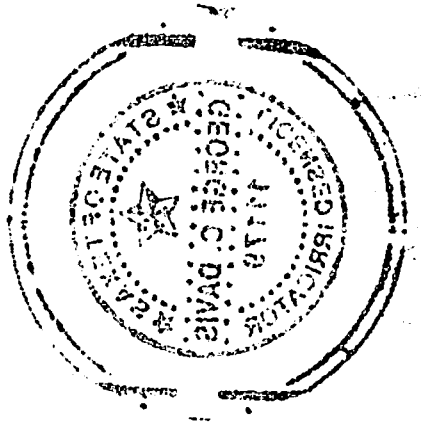
Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	10/29/2009 09:42 AM	APRV
2	Budget & Management	Erika Zamora	10/29/2009 12:30 PM	APRV
3	Perla Lopez	Perla Lopez	10/30/2009 10:56 AM	APRV
4	Auditor's Office		10/30/2009 04:23 PM	NEW

Form Started By: Rocio Villarreal Started On: 10/28/2009 02:56 PM

Final Approval Date: 10/30/2009

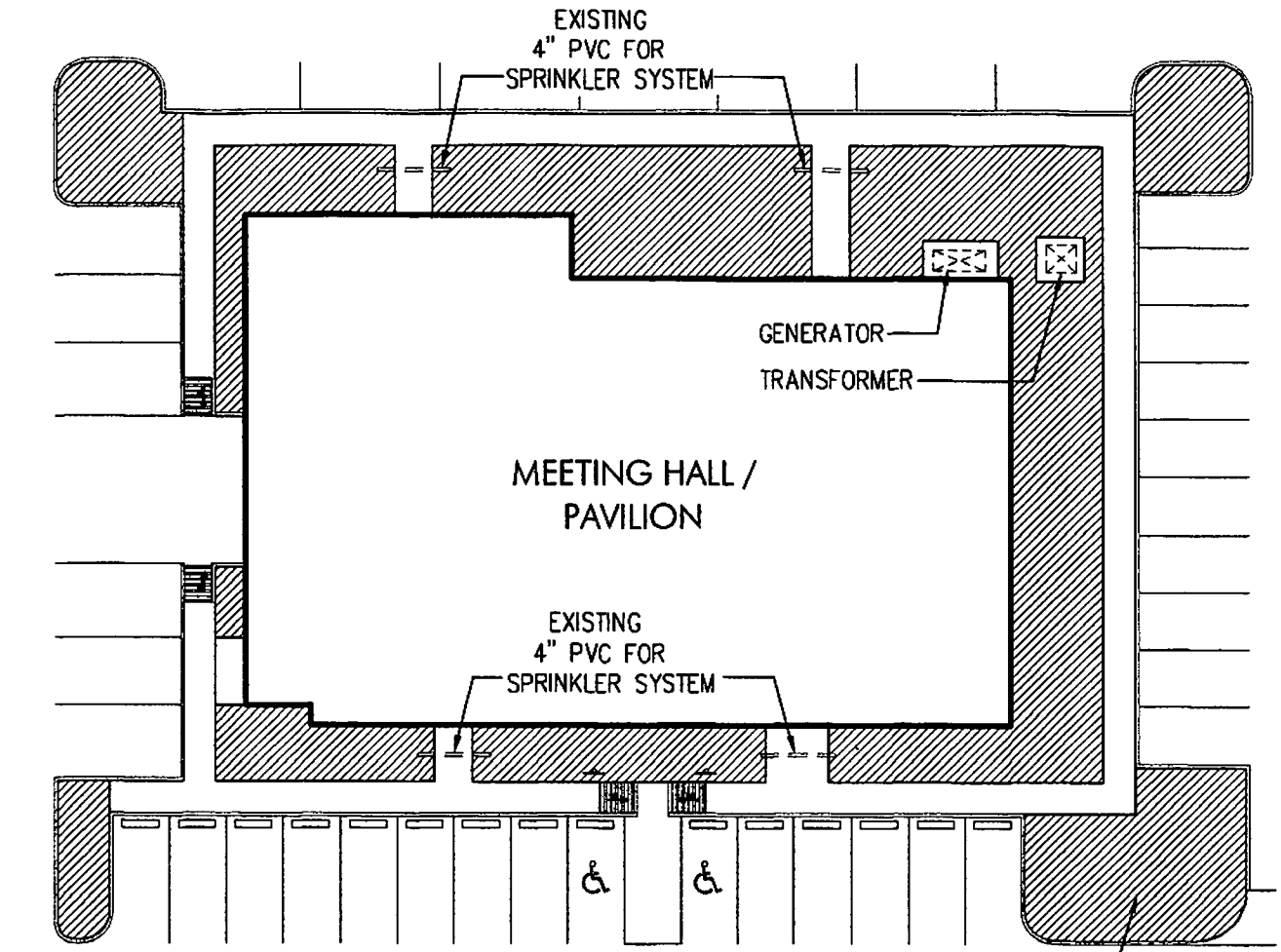

Existing
4" pvc for
Sprinkler system
Generator
Transformer
Legend
Meter
Spray Heads
Valves
Controller
Rainsensor
1" PVC
PVB
Drip Area
Shut Off Valve
Section #
Section Size
GPM
Designe Presure___
Actual Presure ____
Meeting Hall Pavilion
STATE OF TEXAS
GEORGE C. DAVIS
11179
LICENSED IRRIGATOR
9.18.9
Existing
4" pvc for
Sprinkler system
North
Scale: 1"=20'
Irrigation Designer: George Davis
Drawn by: Jose Olivera
Green Thumb
1304 B East Tamarack Avenue
McAllen, Texas 78501
Phone: (956) 380-2289
Fax: (956) 381-8631
Date: 9/18/2009
Sprinkler System Design For
Meeting Hall Pavilion
Hidalgo County Texas
Green Thumb


STATE OF TEXAS
GEORGE C. DAVIS
NOTARY PUBLIC

MEETING HALL / PAVILION

HIDALGO COUNTY PRECINCT 3

HIDALGO COUNTY, TEXAS



NORTH

SITE PLAN

SCALE: 1" = 30'-0"

SHADED AREA: 1. INSTALL IRRIGATION SYSTEM 2. ADD TOPSOIL FILL 3. ADD GRASS
S.F. FOR SHADED AREA: 6,400 S.F.

AGADC

Alcocer Gerdis Associates
Design Consulting

1331 E. HIGHWAY 83
MCALLEN, TEXAS 78501
TEL. 956.618.2007 FAX 956.618.2009
E-MAIL AGADC@AOL.COM

1 OF 1

DATE: 9.16.09

MEETING HALL / PAVILION
HIDALGO COUNTY PRECINCT 3
HIDALGO COUNTY, TEXAS

CONSTRUCTION CHANGE DIRECTIVE

PROJECT: Meeting Hall/Pavilion
Precinct 3
Hidalgo County, Texas

DIRECTIVE NUMBER: **FIVE**

DATE: October 13, 2009

ARCHITECT'S PROJECT NO. ---

CONTRACT FOR: General Construction

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

You are hereby directed to make the following change in the Contract:

Work Items	Amount
Charge project for testing services, L&G Invoice No. 09-9-000018.....	$ 592.90
Charge project for testing services, L&G Invoice No. 09-9-000027.....	1,007.05
Provide Landscaping as per attached drawings.....	6,782.00
Total.....	$ 8,381.95

Testing invoice copies and Contractor's Landscaping Cost Proposal attached

Proposed Adjustments to Construction Contract *to Apply to Above Costs*

Reduce Testing Allowance by	$ 181.15	Allowance Balance after this CCD..	$ 0.00
Reduce HVAC Contingency Allowance by	$ 1,000.00	Allowance Balance after this CCD...	$ 0.00
Reduce Electrical Contingency Allowance by.....	$ 1,000.00	Allowance Balance after this CCD...	$ 0.00
Reduce Plumbing Contingency Allowance by	$ 488.80	Allowance Balance after this CCD...	$ 511.12
Reduce Betterment Allowance by	$ 0.00	Allowance Balance after this CCD...	$ 1,000.00
Reduce Landscaping Allowance by	$ 5,712.00	Allowance Balance after this CCD...	$ 0.00
Total reductions.....	$ 8,381.95		

No change in Construction Contract amount.
Construction Contract Time Extension: 10 days

When signed by the Owner and Architect and received by the Contractor, this document becomes effective IMMEDIATELY as a Construction Change Directive (CCD), and the Contractor shall proceed with the change(s) described above.

Architect:
Alcocer Garcia Associates
1333 East Jasmine
McAllen, Texas 78501

By: George A Garcia

Title: ARCHITECT

Date: 10-19-09

Owner:
County of Hidalgo, Texas
100 E. Cano
Edinburg, TX 78539

By: _____

Title: _____

Date: _____

General Contractor:
G.A.S. Enterprises, Inc.
P.O. Box 309
Elsa, TX 78543

By: _____

Title: PRESIDENT

Date: 10/20/09

RECEIVED
OCT 22 2009
By _____

L&G Engineering Laboratory

Construction Material Testing
Geotechnical Engineering

INVOICE

Invoice Date: 09/02/09
Invoice No: 09-9-000018

2100 W. Expressway 83
Mercedes, TX 78570
Office (956) 565-0760 Fax (956) 565-6746

Client Address: GAS Enterprises
Rene Salinas
P.O. Box 309

Elsa, TX. 78543

Account No.: L256
Project No: L256901
Project Desc.: Meeting Hall Pavilion

Due Date: UPON RECEIPT
Billed to Date: $7,361.75

Invoice Detail by Report

Report No.	Sampled	Qty	Billing Code	Unit Type	Unit Rate	Extension
R034-28	07/08/2009	3.00	920:92038 - Grout Compressive Strength	EACH	$25.00	$75.00
R034-28	07/08/2009	0.50	940:94050 - Eng. Tech. (Concrete)	Hour	$46.00	$23.00
R034-28	07/08/2009	1.00	950:95060 - Administrative / Clerical	10%	$11.40	$11.40
R034-28	07/08/2009	1.00	950:95061 - Test Report	Each	$16.00	$16.00
				Report Number R034-28 for a Subtotal of:		$125.40
R036-28	07/14/2009	3.00	920:92036 - Grout Compressive Strength	EACH	$25.00	$75.00
R036-28	07/14/2009	0.50	940:94050 - Eng. Tech. (Concrete)	Hour	$46.00	$23.00
R036-28	07/14/2009	1.00	950:95060 - Administrative / Clerical	10%	$11.40	$11.40
R036-28	07/14/2009	1.00	950:95061 - Test Report	Each	$16.00	$16.00
				Report Number R036-28 for a Subtotal of:		$125.40
R037-28	07/17/2009	4.00	920:92036 - Grout Compressive Strength	EACH	$25.00	$100.00
R037-28	07/17/2009	0.50	940:94050 - Eng. Tech. (Concrete)	Hour	$46.00	$23.00
R037-28	07/17/2009	1.00	950:95060 - Administrative / Clerical	10%	$13.90	$13.90
R037-28	07/17/2009	1.00	950:95061 - Test Report	Each	$16.00	$16.00
				Report Number R037-28 for a Subtotal of:		$162.90
R038	08/21/2009	1.00	920:92033 - Air Content (Pressure Method)	Each	$18.00	$18.00
R038	08/21/2009	4.00	920:92035 - Cyl. Specimen Prep./Hold/Cure	Each	$9.00	$36.00
R038	08/21/2009	2.00	940:94050 - Eng. Tech. (Concrete)	Hour	$46.00	$92.00
R038	08/21/2009	20.00	950:95058 - Vehicle Trip Charge	Mile	$0.50	$10.00
R038	08/21/2009	1.00	950:95060 - Administrative / Clerical	10%	$17.20	$17.20

REMIT TO: 2100 W. Expressway 83
Mercedes, TX 78570
Office (956) 565-0760 Fax (956) 565-6746

PAST DUE BALANCES SUBJECT TO 1.5% SERVICE CHARGE PER MONTH
PLEASE REFERENCE INVOICE NUMBER WITH PAYMENT

10/13/2009 15:37 9562627107 GAS ENTERPRISES PAGE 04

L&G Engineering Laboratory

Construction Material Testing
Geotechnical Engineering

INVOICE
Invoice Date: 09/02/09
Invoice No: 09-9-000018

2100 W. Expressway 83
Mercedes, TX 78570
Office (956) 565-0760 Fax (956) 565-6746

Invoice Detail by Report

Report No.	Sampled	Qty	Billing Code	Unit Type	Unit Rate	Extension
R038	08/21/2009	1.00	050:95081 - Test Report	Each	$16.00	$16.00
				Report Number R038 for a Subtotal of:		$169.20
				Total for this Invoice:		$592.90

REMIT TO: 2100 W. Expressway 83
Mercedes, TX 78570
Office (956) 565-0760 Fax (956) 565-6746

PAST DUE BALANCES SUBJECT TO 1.5% SERVICE CHARGE PER MONTH
PLEASE REFERENCE INVOICE NUMBER WITH PAYMENT

10/13/2009 15:37 9562627107 GAS ENTERPRISES PAGE 05

L&G Engineering Laboratory

Construction Material Testing
Geotechnical Engineering

INVOICE

Invoice Date: 09/29/2009
Invoice No: 09-9-000027

2100 W. Expressway 83
Mercedes, TX 78570
Office (956) 565-0760 Fax (956) 565-6746

Client Address: GAS Enterprises
Rene Salinas
P.O. Box 309

Elsa, TX. 78543

Account No.: L256
Project No: L256901
Project Desc.: Meeting Hall Pavilion

Due Date: UPON RECEIPT
Billed to Date: $8,368.80

Invoice Detail by Report

Report No.	Sampled	Qty	Billing Code	Unit Type	Unit Rate	Extension
R039-28	08/21/2009	4.00	920:92034 - Comp. Strength of Cyl. Specimen	Each	$12.00	$48.00
R039-28	08/21/2009	0.50	940:94047 - Eng. Tech. (Concrete / Lab)	Each	$46.00	$23.00
R039-28	08/21/2009	1.00	950:95060 - Administrative / Clerical	10%	$8.70	$8.70
R039-28	08/21/2009	1.00	950:95061 - Test Report	Each	$16.00	$16.00
				Report Number R039-28 for a Subtotal of:		$95.70
R040	08/27/2009	1.00	920:92033 - Air Content (Pressure Method)	Each	$18.00	$18.00
R040	08/27/2009	4.00	920:92035 - Cyl. Specimen Prep./Hold/Cure	Each	$9.00	$36.00
R040	08/27/2009	3.00	940:94050 - Eng. Tech. (Concrete)	Hour	$46.00	$138.00
R040	08/27/2009	40.00	950:95058 - Vehicle Trip Charge	Mile	$0.50	$20.00
R040	08/27/2009	1.00	950:95060 - Administrative / Clerical	10%	$22.80	$22.80
R040	08/27/2009	1.00	950:95061 - Test Report	Each	$16.00	$16.00
				Report Number R040 for a Subtotal of:		$250.80
R041	09/01/2009	1.00	920:92033 - Air Content (Pressure Method)	Each	$18.00	$18.00
R041	09/01/2009	4.00	920:92035 - Cyl. Specimen Prep./Hold/Cure	Each	$9.00	$36.00
R041	09/01/2009	3.00	940:94050 - Eng. Tech. (Concrete)	Hour	$46.00	$138.00
R041	09/01/2009	20.00	950:95058 - Vehicle Trip Charge	Mile	$0.50	$10.00
R041	09/01/2009	1.00	950:95060 - Administrative / Clerical	10%	$21.80	$21.80

REMIT TO: 2100 W. Expressway 83
Mercedes, TX 78570
Office (956) 565-0760 Fax (956) 565-6746

PAST DUE BALANCES SUBJECT TO 1.5% SERVICE CHARGE PER MONTH
PLEASE REFERENCE INVOICE NUMBER WITH PAYMENT

10/13/2009 15:37 9562627107 GAS ENTERPRISES PAGE 02

L&G Engineering Laboratory

Construction Material Testing
Geotechnical Engineering

2100 W. Expressway 83
Mercedes, TX 78570
Office (956) 565-0760 Fax (956) 565-6746

INVOICE

Invoice Date: 09/29/2009
Invoice No: 09-9-000027

Invoice Detail by Report

Report No.	Sampled	Qty	Billing Code	Unit Type	Unit Rate	Extension
R041	09/01/2009	1.00	950:95061 - Test Report	Each	$16.00	$16.00
				Report Number R041 for a Subtotal of:		$239.80
R042	09/02/2009	1.00	920:92033 - Air Content (Pressure Method)	Each	$18.00	$18.00
R042	09/02/2009	4.00	920:92035 - Cyl. Specimen Prep./Hold/Cure	Each	$9.00	$36.00
R042	09/02/2009	3.00	940:94050 - Eng. Tech. (Concrete)	Hour	$46.00	$138.00
R042	09/02/2009	40.00	950:95058 - Vehicle Trip Charge	Mile	$0.50	$20.00
R042	09/02/2009	1.00	950:95060 - Administrative / Clerical	10%	$22.80	$22.80
R042	09/02/2009	1.00	950:95061 - Test Report	Each	$16.00	$16.00
				Report Number R042 for a Subtotal of:		$250.80
R043	08/27/2009	2.00	920:92034 - Comp. Strength of Cyl. Specimen	Each	$12.00	$24.00
R043	08/27/2009	0.25	940:94047 - Eng. Tech. (Concrete / Lab)	Each	$46.00	$11.50
R043	08/27/2009	1.00	950:95060 - Administrative / Clerical	10%	$5.15	$5.15
R043	08/27/2009	1.00	950:95061 - Test Report	Each	$16.00	$16.00
				Report Number R043 for a Subtotal of:		$56.65
R044	09/01/2009	2.00	920:92034 - Comp. Strength of Cyl. Specimen	Each	$12.00	$24.00
R044	09/01/2009	0.25	940:94047 - Eng. Tech. (Concrete / Lab)	Each	$46.00	$11.50
R044	09/01/2009	1.00	950:95060 - Administrative / Clerical	10%	$5.15	$5.15
R044	09/01/2009	1.00	950:95061 - Test Report	Each	$16.00	$16.00
				Report Number R044 for a Subtotal of:		$56.65
R045	09/02/2009	2.00	920:92034 - Comp. Strength of Cyl. Specimen	Each	$12.00	$24.00
R045	09/02/2009	0.25	940:94047 - Eng. Tech. (Concrete / Lab)	Each	$46.00	$11.50
R045	09/02/2009	1.00	950:95060 - Administrative / Clerical	10%	$5.15	$5.15
R045	09/02/2009	1.00	950:95061 - Test Report	Each	$16.00	$16.00
				Report Number R045 for a Subtotal of:		$56.65
				Total for this Invoice:		$1,007.05

REMIT TO:2100 W. Expressway 83
Mercedes, TX 78570
Office (956) 565-0760 Fax (956) 565-6746

PAST DUE BALANCES SUBJECT TO 1.5% SERVICE CHARGE PER MONTH
PLEASE REFERENCE INVOICE NUMBER WITH PAYMENT

10/13/2009 15:37 9562627107 GAS ENTERPRISES

G.A.S. ENTERPRISES, INC.

P.O. BOX 309, ELSA, TEXAS 78543
(956)262-7106 FAX (956)262-7107

FACSIMILE TRANSMITTAL SHEET

TO: George
FROM: Mari
COMPANY: AGAPC
DATE: 10/13/09
FAX NUMBER:
TOTAL NO. OF PAGES INCLUDING COVER: 5
PHONE NUMBER:
SENDER'S REFERENCE NUMBER:
RE:
YOUR REFERENCE NUMBER:

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

NOTES/COMMENTS:

There is also still testing that has not been done on the parking lot. Remember we discussed that this would be approximately $1,000.00

CONTACT G.A.S. ENTERPRISES, INC. AT (956)262-7106 IF NOTED PAGES ARE NOT RECEIVED. THANK YOU

PROPOSAL/CONTRACT

G.A.S. ENTERPRISES, INC.

GENERAL CONTRACTOR

P.O. BOX 309
Elsa, Texas 78543
Phone (956) 262-7106
Fax (956) 262-7107

PROPOSAL SUBMITTED TO:	AGA, Inc. Attn: George Garcia	DATE: 9/22/09
STREET:	1333 E. Jasmine	JOB NAME: Precinct 3 Meeting Hall/Pavilion
CITY, STATE AND ZIP:	McAllen, Texas 78504	JOB LOCATION: Palmview

We hereby submit specifications and estimates for:

All material and labor for the installation of a (9) zone sprinkler system to include the following:

(1) Hunter SRC 9 station indoor controller
(9) Hunter SRV 1" electric valves
(1) 1" Febco 765 1" Backflow and test
(131) 4" Hunter pop up spray heads
(16) gauge wiring
9'6" Valve boxes
Polypipe for spray heads
(1) Hunter Rainsensor
1 Year Warranty

Also included is all material and labor the installation of 6400 sq ft of St. Augustine Floratam sod and 75 cy of 3" layer of topsoil

We Propose hereby to furnish material and labor – complete in accordance with above specifications, for the sum of:

Six Thousand Seven Hundred Eighty Two and No/100----dollars ($ 6,782.00)

Payment to be made as follows:

Upon Completion

Authorized
Signature _____

Note: This proposal may be withdrawn by us if not accepted within 30 days.

Acceptance of Proposal – The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____ Date _____

AI-18300 **28.C.2.**

Requesting Approval of Work Authorization No. 6 with Javier Hinojosa for Pct 3

CC REGULAR

Date:	11/03/2009
Submitted By:	Rocio Villarreal, PURCHASING DEPT.
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department
Purchasing only:	Prct. 3

Information

CAPTION

Acceptance and approval of Work Authorization No. 6 (with an estimated cost of $77,165.00) with Javier Hinojosa Engineering to provide engineering services for the "Mile 4 North Rd. from Tom Gill Rd. West approx. 6,300 LF" through Contract No. C-09-176-04-28.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1336-431-00-123-080-0-731

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

BUDGETARY IMPACT:

Pending approval of transfer on 11/3/09 CC of $77,165.00.

Refer to AI - 18335.

Attachments

Link: WA 6

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	10/29/2009 07:58 AM	APRV
2	Perla Lopez	Perla Lopez	10/29/2009 08:33 AM	APRV
3	Auditor's Office	Angela Garcia	10/30/2009 10:08 AM	APRV
4	Perla Lopez	Perla Lopez	10/30/2009 10:42 AM	APRV
5	Purchasing Department	Marty Salazar	10/30/2009 12:02 PM	APRV

Form Started By: Rocio Villarreal Started On: 10/28/2009 03:39 PM

Final Approval Date: 10/30/2009

Agenda Item # A1-18300

HIDALGO COUNTY

Professional Engineering Services
Contract # C-09-176-04-28
Work Authorization Form

WORK AUTHORIZATION NO. 6

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, **JAVIER HINOJOSA ENGINEERING** professional engineers of **MCALLEN,** Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Engineer** to provide **Engineering Services required for the preparation of plans, specifications and parcel right of way surveys for Mile 4 North Road from Tom Gill Road west approximately 6,300 LF.**

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 **$77,165.00**. This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "D".**

PART 3. PAYMENT

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

PART 4. FUNDING

This Work Authorization No. **6** shall be funded through funding source:
Account No. 9-1336-431-00-123-040-0-131
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 _____.

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 M. Flores** as to content and detail of this Work Authorization No. **#6.**

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_____, 2009.

THE ENGINEER:
JAVIER HINOJOSA ENGINEERING

_____
By: Javier Hinojosa, P.E, Owner

THE OWNER:
HIDALGO COUNTY

_____
By: Juan D Salinas III, County Judge
or Presiding Officer

ATTEST:

_____
by: Arturo Guajardo Jr., County Clerk

LIST OF ATTACHMENTS

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

EXHIBIT "D"
Preliminary Construction Cost Estimate
Hidalgo County Precinct No. 3 Paving Improvements
Mile 4 North Road (Tom Gill Road west 6,300 LF)
Prepared By: Javier Hinojosa Engineering
October 21, 2009

A. Mile 4 North (Tom Gill Road west 6,300 LF)

1 Unc. Excavation	13,000	CY	@	$3.00	=	$39,000.00
2 Subgrade Preparation	19,600	SY	@	$2.50	=	$49,000.00
3 12" Caliche Base	19,600	SY	@	$9.00	=	$176,400.00
4 2" HMAC (Type "D")	16,800	SY	@	$10.00	=	$168,000.00
5 4" Striping	3,000	LF	@	$0.50	=	$1,500.00
6 18" RCP Culverts	280	LF	@	$25.00	=	$7,000.00
7 Grade Bar Ditches	12,600	LF	@	$1.50	=	$18,900.00
8 Safety End Treatments	4	EA	@	$800.00	=	$3,200.00
9 Utility Adjustments	2	EA	@	$5,000.00	=	$10,000.00

Subtotal	:	**$473,000.00**
Engineering Design Fee	:	**$49,665.00**
R.O.W. & Topography Surveys	:	**$27,500.00**
(Including parcel maps & metes & bounds)		
Contingency (10%)	:	**$47,300.00**
Laboratory Testing	:	**$11,825.00**
Total	:	**$609,290.00**

AI-18305 **28.D.1.**

Generator- Pct. 4 Offices

CC REGULAR

Date:	11/03/2009
Submitted By:	Moises Salazar, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Purchasing only:** Prct. 4

Information

CAPTION

Acceptance and approval of proposal received from Holt Texas, LTD., dba, Holt Cat awarded vendor through Hidalgo County's participation/membership with TASB Buyboard Contract #205-04 for the purchase and installation of "One (1) New Emergency Power Generator" for Precinct No. 4 Offices, in the amount of $64,062.12 which includes, but is not limited to Buyboard Fees, delivery and installation-turnkey project-Project #2009-255-MSS.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1301-419-40-124-034-0-720

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

BUDGETARY IMPACT:

Funding pending approval of an Interfund transfer, PO cancellations (2), and an intradepartmental transfer from obj. code 739 to 720.

Available balance in obj. code 720	$56,012.79 (As of 10-29-09)
Available balance in obj. code 739	$ 5,813.26
Interfund transfer (AI#18280 11-3)	$ 886.21
PO#583868 cancellation of (720)	$ 395.06
PO#603492 cancellation of (739)	$ 954.80
Total	**$64,062.12**

Attachments

Link: Holt Cat Proposal

Link: Award Recommendation Pct 4

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	10/29/2009 10:05 AM	APRV
2	Budget & Management	Erika Zamora	10/29/2009 12:35 PM	APRV

3	Manuel Chapa	Manuel Chapa	10/29/2009 03:18 PM	APRV
4	Auditor's Office		10/30/2009 04:23 PM	NEW

Form Started By: Moises Salazar

Started On: 10/28/2009 04:11 PM

Final Approval Date: 10/30/2009

HOLT® POWER SYSTEMS CAT®

Austin • Bridgeport • Corpus Christi • Dallas/Irving • Edinburg • Ft Worth • Grande Praire • Laredo • Lewisville • Longview • Pflugerville • San Antonio • Sonora • Texarkana • Tyler • Victoria • Waco • Weslaco

Date: 10-22-09

Customer: Hidalgo County Pct. 4
1102 N. Doolittle Rd.
Edinburg TX. 78539

PH: (956) 383-3112

(1) Caterpillar Model D100-6 Generator Package & Cat CTSD Automatic Transfer Switch

Description
D100-6_I
EP-NON RENTAL (enclosed)
PUBLIC OR CIVIL SERVICES
STANDBY POWER
60Hz 3PH 208/120v (f)
STANDBY POWER APPLICATION 02
125 KVA W/FAN
NFPA 110 Upgrade
UL2200 Listing and CSA Cert
120
60 Hz
1800 RPM
Weatherproof Enclosure (h)
EMCP3.2 Common Control Panel
Battery Charger UL 10A
UL Listed Fuel Tank 24Hr (c)
Single 3 Pole UL Breaker
Voltage adjust potentiometer
Local Alarm Horn c/w mute
Control Panel Chassis reqd
AREP Excitation System
Low Fuel Level Alarm Std
PW Low Fuel Level Alarm Std
Low Coolant temp alarm
Low Coolant shutdown circuit
ADEM Governor
Coolant Heater

50%
Canopied Silencer System
English Language
Factory Test Report

Qty. (1) Caterpillar Model CTSD ATS-400A-3 Pole-120/208V-3 Phase-4 Wire-60 Hz – Nema 3R Enclosure

Accessories & On-Site Services Include the Following:

- Turnkey Installation for the Installation of Cat D100-6 Generator, CTSD Automatic Transfer Switch, Unloading & Setting of Equipment, Concrete Housekeeping Pad, Terminations, Install Remote Annunciator Panel, Electrical Permits, Fill Fuel Tank & Testing.
- Basic Startup, Bldg. Load Transfer Test & Training Performed During Regular Hours of Operation
- O & M Manuals.
- Delivery of Generator Package to Site

Deviations from Spec:
10A Battery Charger
16 Light Annunciator
24 Hr. Sub base Fuel Tank

Total As Detailed Buy Board Discounted Price: $64,062.12

BuyBoard Contract: Construction/Street, Road, Bridge #205-04

Terms are 30 Days Net with Approved Credit

Price is Valid for 30 Days

Price Does Not Include Applicable Taxes

TERMS & CONDITIONS:

PRICING IS FIRM FOR ORDERS RECEIVED WITHIN 30 DAYS OF QUOTATION. Pricing On Bid Spec. Is Based On Product Section For Genset & A.T.S. Of Spec.

CREDIT TERMS ARE SUBJECT TO CREDIT DEPARTMENT APPROVAL.

STATE & LOCAL TAXES THAT MAY BE APPLICABLE ARE NOT INCLUDED.

UNLESS SPECIFICALLY LISTED IN THE BILL OF MATERIALS, EQUIPMENT NOT INDICATED, IS ASSUMED TO BE SUPPLIED BY OTHERS. WE RESERVE THE RIGHT TO CORRECT ANY ERRORS OR OMISSIONS.

STANDARD WARRANTY OF THE MANUFACTURER APPLIES. COPIES ARE AVAILABLE FROM THE MANUFACTURER UPON REQUEST.

CONTRACTS WHICH INCLUDE PENALTY OR LIQUIDATED DAMAGE CLAUSES

FOR FAILURE TO MEET PROMISED SHIPPING DATES ARE NOT ACCEPTABLE OR BINDING UNLESS ACCEPTED AND CONFIRMED IN WRITING BY AN OFFICER OF HOLT POWER SYSTEMS.

A 25% CANCELLATION FEE WILL BE APPLICABLE FOR ANY CANCELLED ORDERS.

THESE TERMS & CONDITIONS HEREBY BECOME PART OF THIS QUOTATION, AND SHOULD BE NOTED ON ANY PURCHASE ORDER RECEIVED BY THE HOLT POWER SYSTEMS PRIOR TO ORDER PROCESSING.

HOLT POWER SYSTEMS WILL NOT BE RESPONSIBLE FOR ANY LABOR OR MATERIAL CHARGES BY OTHERS ASSOCIATED WITH THE START-UP & INSTALLATION OF THIS EQUIPMENT UNLESS PREVIOUSLY AGREED UPON OR LISTED IN THE BILL OF MATERIALS.

THANK YOU FOR THE OPPORTUNITY TO OFFER THIS PROPOSAL. PLEASE DO NOT HESITATE TO CONTACT US IF ADDITIONAL IF INFORMATION OR ASSITANCE IS REQUIRED.

Please sign to order or start submittals, date and fax to my attention.

Customer Representative Date

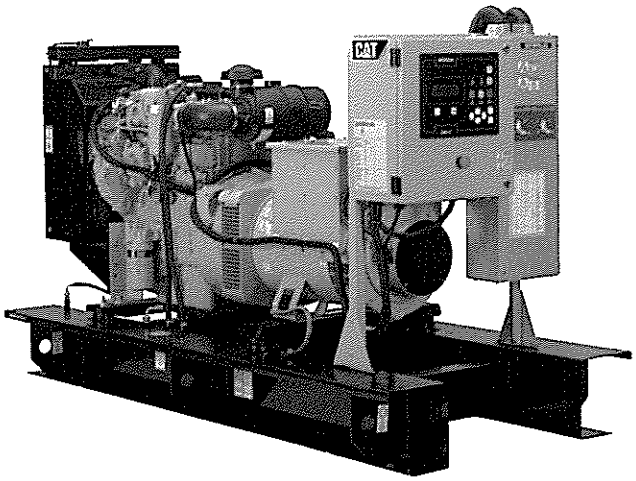
Thank you for the opportunity of quoting this project. HOLT CAT remains at your disposal for any additional information or assistance that you may require.

Sincerely yours,

Joey Krafka
HOLT CAT
Rental & Generator Sales Representative
Phone: (956) 279-8483
Fax: (956) 361-9986

DIESEL GENERATOR SET

CATERPILLAR®



STANDBY 80-100 kW
PRIME 72-90 kW

60 Hz

Model	Standby kW (kVA)	Prime kW (kVA)
D80-6	80 (100)	72 (90)
D80-2S	80 (80)	72 (72)
D100-6	100 (125)	90 (112.5)
D100-6S	100 (100)	90 (90)

Tier 3 EPA Approved, Emissions Certified

FEATURES

GENERATOR SET
- Complete system designed and built at ISO 9001 certified facilities
- Factory tested to design specifications at full load conditions

ENGINE
- Governor, electronic
- Electrical system, 12 VDC
- Cartridge type filters
- Battery rack and cables
- Coolant and lube drains piped to edge of base

GENERATOR
- Insulation system, class H
- Drip proof generator air intake (NEMA 2, IP23)
- Electrical design in accordance with BS5000 Part 99, EN61000-6, IEC60034-1, NEMA MG-1.33

CONTROL SYSTEM
- EMCP 3.1 digital control panel
- Vibration isolated NEMA 1 enclosure with lockable hinged door
- DC and AC wiring harnesses

MOUNTING ARRANGEMENT
- Heavy-duty fabricated steel base with lifting points
- Anti-vibration pads to ensure vibration isolation
- Complete OSHA guarding
- Stub-up pipe ready for connection to silencer pipework
- Flexible fuel lines to base with NPT connections

COOLING SYSTEM
- Radiator and cooling fan complete with protective guards
- Standard ambient temperatures up to 50° C (122° F)

CIRCUIT BREAKER
- UL/CSA listed
- 3-pole with solid neutral
- NEMA 1 steel enclosure, vibration isolated
- Electrical stub-up area directly below circuit breaker

AUTOMATIC VOLTAGE REGULATOR
- Voltage within ± 0.5% 3-phase and ± 1.0% single phase at steady state from no load to full load
- Provides fast recovery from transient load changes

EQUIPMENT FINISH
- All electroplated hardware
- Anticorrosive paint protection
- High gloss polyurethane paint for durability and scuff resistance

QUALITY STANDARDS
- BS4999, BS5000, BS5514, EN61000-6, IEC60034, NEMA MG-1.33, NFPA 110 (with optional equipment)

DOCUMENTATION
- Operation and maintenance manuals provided
- Wiring diagrams included

WARRANTY
- All equipment carries full manufacturer's warranty.

OPTIONAL EQUIPMENT*

ENCLOSURE
- B Series weather protective enclosure (includes internal silencer system)
  - Single point lift
  - Panel viewing window
  - External emergency stop pushbutton
- Sound attenuated enclosure (includes internal silencer system)

SILENCER SYSTEM – OPEN UNIT
- Level 1 silencer
- Level 2 silencer
- Level 3 silencer
- Mounting kit
- Through-wall installation kits

ENGINE
- Battery heater
- Lube oil drain pump
- High lube oil temperature shutdown
- Lube oil sump heater

CIRCUIT BREAKER
- Auxiliary voltfree contacts
- Shunt trip (100+ amp breakers)

GENERATOR
- Anti-condensation heater
- Permanent magnet generator
- AREP excitation system (3-Phase only)
- Generator upgrade 1 size (3-Phase only)

CONTROL SYSTEM
- No control system
- EMCP 3.2 digital control panel

MOUNTING ACCESSORIES
- Seismic (Zone 4) vibration isolators

FUEL SYSTEM
- UL listed closed top-diked skid-mounted fuel tank base (12/24-hour capacity) with fuel alarm (low level/leak detected)
- Critical high fuel alarm
- Critical low fuel level shutdown

COOLING SYSTEM
- Coolant heater
- Low coolant temperature alarm
- Low coolant level shutdown
- Radiator transition flange

REMOTE ANNUNCIATORS
- 16-channel remote annunciator panel (supplied loose)

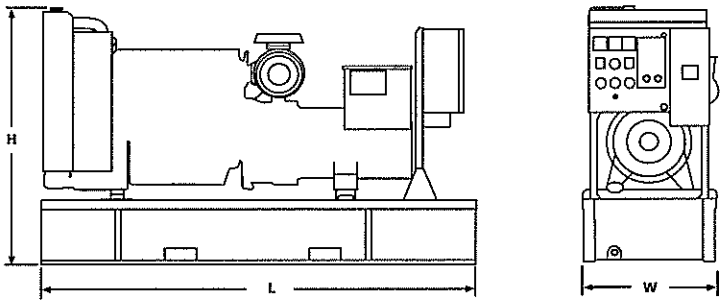
MISCELLANEOUS ACCESSORIES
- Toolkit
- Additional operator's manual pack
- Special enclosure color
- UL listing
- CSA certification
- French or Spanish language labels

EXTENDED SERVICE CONTRACTS
- Extended Service Coverage available

TESTING
- Factory test and report at both 1.0 pf and 0.8 pf

* Some options may not be available on all models. Not all options are listed.

GENERATOR SET DIMENSIONS AND WEIGHTS



Model	Length mm (in)	Width mm (in)	Height mm (in)	Weight kg (lb)*
D80-6	2400 (94.5)	838 (32.9)	1400 (55.1)	960 (2,116)
D80-2S	2400 (94.5)	838 (32.9)	1400 (55.1)	934 (2,059)
D100-6	2400 (94.5)	838 (32.9)	1400 (55.1)	1389 (3,062)
D100-6S	2400 (94.5)	838 (32.9)	1400 (55.1)	1066 (2,350)

NOTE: General configuration not to be used for installation. See specific dimensional drawings for detail.

*Includes oil and coolant

SPECIFICATIONS

GENERATOR

Voltage regulation ..... ± 0.5% 3-phase and ± 1.0% single phase at steady state from no load to full load
Frequency ..... ± 0.25% for constant load, no load to full load
Waveform distortion ..... THD < 4%, at no load
Radio interference ..... Compliance with EN61000-6
Telephone interference ..... TIF < 50, THF < 2%
Overspeed limit ..... 2250 rpm
Insulation ..... Class H
Temperature rise ..... Within Class H limits
Available voltages ..... 1-phase – 120/240, 115/230, 110/220
3-phase – 277/480, 266/460, 120/240, 127/220, 120/208, 347/600
Deration ..... Consult factory for available outputs
Ratings ..... At 30° C (86° F), 152.4 m (500 ft), 60% humidity, 1.0 pf (1-phase), 0.8 pf (3-phase)

ENGINE

Manufacturer ..... Caterpillar
Type 4-cycle
Bore – mm (in) 105.0 (4.13)
Stroke – mm (in) 127.0 (5.00)
Governor Type ..... Electronic
Class G2
Piston speed – m/sec (ft/sec) 7.62 (25.0)
Engine speed – rpm 1800
Air cleaner type ..... Dry, replaceable paper element type with restriction indicator

D80-6, D80-2S – C4.4

Aspiration ..... Turbocharged
Cylinder configuration ..... In-line 4
Displacement – L (cu in) 4.4 (269)
Compression ratio 19.2:1
Max power at rated rpm – kW (hp)
Standby 97 (130)
Prime 88 (118)
BMEP – kPa (psi)
Standby 1476 (213)
Prime 1335 (194)
Regenerative power – kW (hp) 13.8 (18.5)

D100-6, D100-6S – C4.4

Aspiration ..... Turbocharged
Cylinder configuration ..... In-line 4
Displacement – L (cu in) 4.4 (269)
Compression ratio 19.2:1
Max power at rated rpm – kW (hp)
Standby 117 (156.9)
Prime 106 (142.1)
BMEP – kPa (psi)
Standby 1612 (233)
Prime 1771 (257)
Regenerative power – kW (hp) 13.8 (18.5)

CONTROL PANEL

- Heavy duty sheet steel enclosure with lockable hinged door
- Vibration isolated from generating set
- LCD display
- AC metering
- DC metering
- Fail to start shutdown
- Low oil pressure shutdown
- High engine temperature
- Low/high battery voltage
- Underspeed/overspeed
- Loss of engine speed detection
- 2 spare fault channels
- 20 event fault log
- 2 LED status indicators
- Lockdown emergency stop push button

RATING DEFINITIONS AND CONDITIONS

Standby – Applicable for supplying continuous electrical power (at variable load) in the event of a utility power failure. No overload is permitted on these ratings. The generator is peak rated (as defined in ISO8528-3).

Prime – Applicable for supplying continuous electrical power (at variable load) in lieu of commercially purchased power. There is no limitation to the annual hours of operation and the generator set can supply 10 percent overload power for 1 hour in 12 hours.

D100-6 (3-Phase)

Materials and specifications are subject to change without notice.

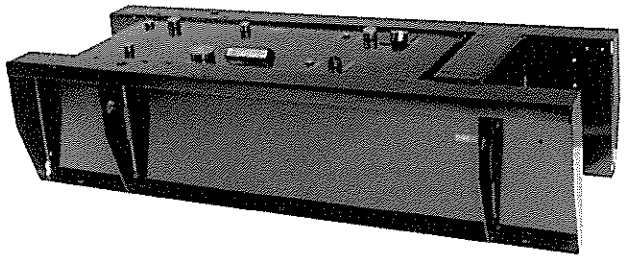
Generator Set Technical Data – 1800 rpm/60 Hz			Standby		Prime	
Power Rating	kW	kVA	100	125.0	90	112.5
Lubricating System						
Type: full pressure						
Oil filter: spin-on, full flow						
Oil cooler: watercooled						
Oil type required: API CH4						
Total oil capacity	L	U.S. gal	8.0	2.1	8.0	2.1
Oil pan	L	U.S. gal	7	1.9	7	1.9
Fuel System						
Generator set fuel consumption						
100% load	L/hr	gal/hr	29.8	7.9	26.8	7.1
75% load	L/hr	gal/hr	23.7	6.3	21.9	5.8
50% load	L/hr	gal/hr	17.5	4.6	16.3	4.3
Engine Electrical System						
Voltage/ground: 12/negative						
Battery charging generator ampere rating	amps		65		65	
Cooling System						
Water pump type: centrifugal						
Radiator system capacity incl. engine	L	U.S. gal	17.0	4.5	17.0	4.5
Maximum coolant static head	m H_2O	Ft H_2O	10.2	33.5	10.2	33.5
Coolant flow rate	L/hr	U.S. gal/hr	10 140	2,679	10 140	2,679
Minimum temperature to engine	°C	°F	70	158	70	158
Temperature rise across engine	°C	°F	7	44.6	7	44.6
Heat rejected to coolant at rated power	kW	Btu/min	65.6	3,731	59.7	3,396
Total heat radiated to room at rated power	kW	Btu/min	20.7	1,177	18.3	1,041
Radiator fan load	kW	hp	5.0	6.7	5.0	6.7
Air Requirements						
Combustion air flow	m^3/min	cfm	8.4	297	8.5	300
Maximum air cleaner restriction	kPa	in H_2O	8	32	8	32
Radiator cooling air (zero restriction)	m^3/min	cfm	230	8,135	230	8,135
Generator cooling air	m^3/min	cfm	26.4	933	26.4	933
Allowable air flow restriction (after radiator)	kPa	in H_2O	0.120	0.48	0.120	0.48
Cooling airflow (@ rated speed)						
Rate with restriction	m^3/min	cfm	192	6,780	192	6,780
Exhaust System						
Maximum allowable backpressure	kPa	in/mercury	15	4.4	15	4.4
Exhaust flow at rated kW	m^3/min	cfm	17.5	618	16	572
Exhaust temperature at rated kW –						
Dry exhaust	°C	°F	522	972	524	975
Generator Set Noise Rating*						
(without attenuation) at 1 m (3 ft)	dB(A)		98		97	

Generator Technical Data		277/480V	266/460V	127/220V	120/240V 120/208V	347/600V
Motor Starting Capability: (kVA)						
(30% voltage dip)	Self excited	206	191	177	160	191
	PM excited**	271	252	233	211	252
	AREP excited	271	252	233	211	252
Full Load Efficiencies:	Standby	91.1	90.9	90.6	90.1	91.0
	Prime	91.5	91.3	91.0	90.6	91.4
Reactances (per unit):	X_d	3.58	3.90	4.26	4.77	3.90
	X'_d	0.14	0.15	0.17	0.19	0.15
Reactances shown are applicable to the standby rating.	X''_d	0.083	0.091	0.099	0.111	0.091
	X_q	2.15	2.34	2.56	2.86	2.34
	X''_q	0.104	0.113	0.123	0.138	0.113
	X_2	0.094	0.102	0.112	0.125	0.102
	X_0	0.005	0.005	0.006	0.006	0.005
Time Constants:		t'_d 100 ms	t''_d 10 ms	t'_{do} 2555 ms		t_a 15 ms

* dB(A) levels are for guidance only
** With PMG Excited Option AVR12

CATERPILLAR®

FCUL1, FCUL2 – UL LISTED FUEL TANKS



CLOSED TOP DIKED SKID BASE FUEL TANK

The generator set skid base contains an integral, UL listed, double walled, steel fuel storage tank with diked rupture basin for the containment of fuel resulting from a tank leak or rupture. The rupture basin is integrally vented and has a closed top to prevent the ingress of precipitation, debris or other elements. The tank is leak tested to 3 psi and pressure tested to 15 psi. The base tank is UL142 listed for Steel Above Ground Tanks for Flammable and Combustible Liquids under the "Special Purpose Tanks" category. They are intended for installation in accordance with the Flammable and Combustible Liquids Code, NFPA 30 of the National Fire Protection Association.

FCUL1 – Fuel capacity to provide typically 8 hour standby operation. See tables for actual fuel tank capacity and running hours.

FCUL2 – Fuel capacity to provide typically 24 hour standby operation. See tables for actual fuel tank capacity and running hours.

FEATURES

CONSTRUCTION

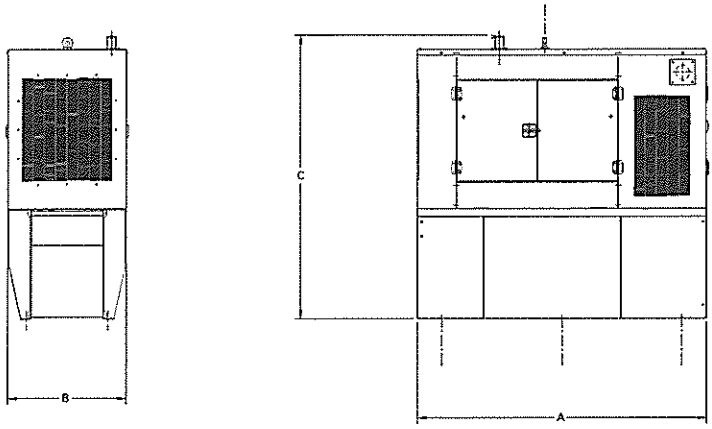
- Manufactured entirely from 8 gauge (4 mm) steel
- Continuously welded seams
- Formed steel channel type side beams
- Unitized load bearing structure
- Integral lifting points
- Corrosion resistant precoat
- Listed to UL142
- Closed top diked base tank

AESTHETICS

- Continuous high gloss finish
- Polyester powder composite
- Extremely durable and corrosion resistant

DESIGN FEATURES

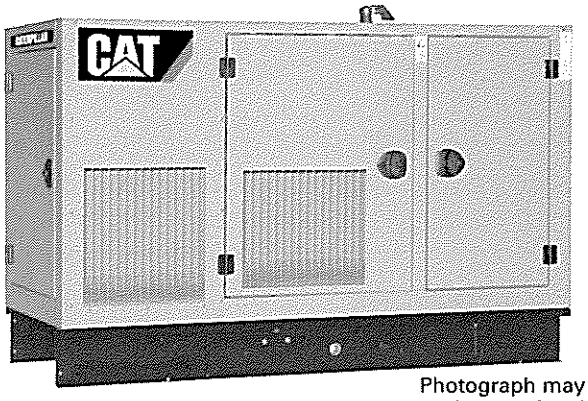
- Unique integral base and tank design
- Developed specifically for open or enclosed generator sets
- Internal baffles arranged to prevent recirculation of heated return fuel
- Brass composite 2" filler cap
- Mechanical fuel gauge
- Primary vent with breather
- Vent located accessible for adapting to remote venting
- Venting areas to UL142 specifications
- Leak detection switch
- Emergency vent for main tank
- Weatherproof diked containment basin
- Removable base-end cover plate encloses stub-up area when used with enclosures



WEATHERPROOF ENCLOSED GENERATOR SETS WITH CAWB ENCLOSURE DIMENSIONS AND WEIGHTS WITH UL LISTED FUEL TANK

Generator Set Model	Working Tank Capacity, liters (US gallons)		Running Time, 75% Load (standby rating)		Running Time, 100% Load (standby rating)		Generator Dimensions, mm (in)				Weight * kg (lb)	
							Length	Width	Height FCUL1	Height FCUL2		
	FCUL1	FCUL2	FCUL1	FCUL2	FCUL1	FCUL2	A	B	C	C	FCUL1	FCUL2
D40-6	276 (73)	547 (145)	25.1	49.7	19.6	38.8	2208 (86.9)	1000 (39.4)	1947 (76.7)	2162 (85.1)	1335 (2943.2)	1440 (3174.7)
D40-6S	276 (73)	547 (145)	24.6	48.8	19.0	37.7	2208 (86.9)	1000 (39.4)	1947 (76.7)	2162 (85.1)	1335 (2943.2)	1440 (3174.7)
D50-6	276 (73)	547 (145)	20.9	41.4	15.9	31.4	2208 (86.9)	1000 (39.4)	1947 (76.7)	2162 (85.1)	1355 (2987.3)	1460 (3218.7)
D50-6S	276 (73)	547 (145)	20.3	40.2	15.1	29.9	2208 (86.9))	1000 (39.4)	1947 (76.7)	2162 (85.1)	1355 (2987.3)	1460 (3218.7)
D60-6	276 (73)	547 (145)	16.2	32.2	14.1	27.9	2208 (86.9)	1000 (39.4)	1947 (76.7)	2162 (85.1)	1417 (3123.9)	1522 (3355.4)
D60-8S	276 (73)	547 (145)	16.1	32.0	14.0	27.8	2208 (86.9)	1000 (39.4)	1947 (76.7)	2162 (85.1)	1417 (3123.9)	1522 (3355.4)
D80-6	363 (96)	720 (190)	18.4	36.5	14.7	29.1	2604 (102.5)	1100 (43.3)	2011 (79.2)	2286 (89.9)	1605 (3538)	1791 (3948)
D80-2S	363 (96)	720 (190)	18.4	36.5	14.7	29.1	2604 (102.5)	1100 (43.3)	2011 (79.2)	2286 (89.9)	1581 (3486)	1767 (3896)
D100-6	363 (96)	720 (190)	15.3	30.4	12.2	24.2	2604 (102.5)	1100 (43.3)	2011 (79.2)	2286 (89.9)	1653 (3644)	1839 (4054)
D100-6S	363 (96)	720 (190)	15.3	30.4	12.2	24.2	2604 (102.5)	1100 (43.3)	1873 (73.7)	2148 (84.6)	1713 (3777)	1899 (4187)
D125-6	517 (136)	1077 (284)	16.4	34.1	12.7	26.5	2930 (115.4)	1100 (43.3)	2190 (86.2)	2380 (93.7)	2171 (4787)	2347 (5175)
D150-8	517 (136)	1077 (284)	14.0	29.3	11.6	24.1	2930 (115.4)	1100 (43.3)	2190 (86.2)	2380 (93.7)	2231 (4919)	2407 (5307)
D175-2	863 (227)	1219 (322)	21.0	30.0	17.0	24.0	3290 (129.5)	1308 (51.5)	2179 (86.5)	2432 (95.7)	2476 (5459)	2655 (5853)

* Weight with lube oil and coolant



Photograph may show optional equipment

CAWB – WEATHERPROOF ENCLOSURES

These weatherproof, factory installed enclosures incorporate internally mounted critical level silencers, designed for safety and aesthetic value on fabricated steel skidbases on diesel models. Optional UL listed tanks are available. These enclosures are of extremely rugged construction to withstand exposure to the elements of weather and rough handling common on many construction sites. They are designed on modular principles with many interchangeable components permitting on-site repair.

FEATURES

ROBUST/HIGHLY CORROSION RESISTANT CONSTRUCTION

- Black zinc die cast hinges tested and proven to withstand extreme conditions of corrosion
- Zinc plated or stainless steel fasteners
- Body made from steel components treated with polyester powder coating

EXCELLENT ACCESS

- Large cable entry area for installation ease
- Doors located convenient to controls and service areas
- Double doors on both sides
- Vertically hinged doors allow 180° opening rotation
- "Lift-off" doors, removable with 45° opening in confined locations
- Lube oil and coolant drains piped to exterior of enclosure and terminated with drain valves
- Radiator fill cover

SECURITY AND SAFETY

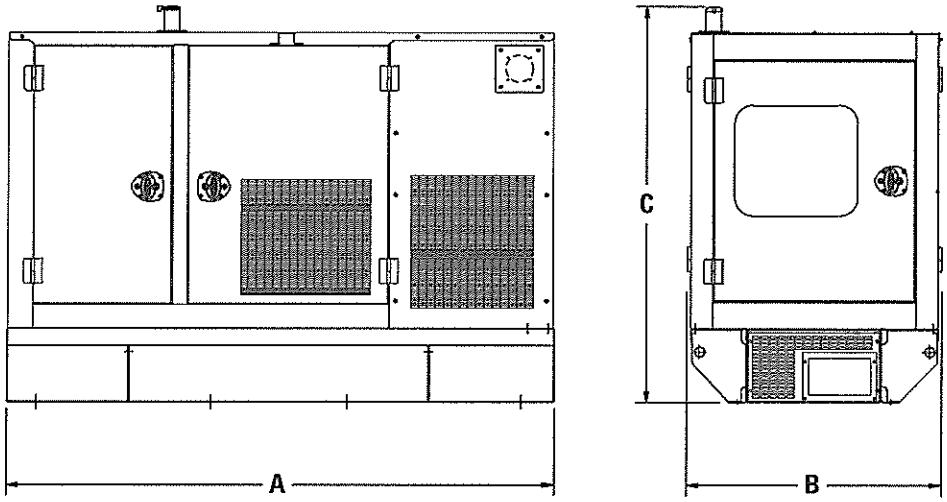
- Lockable access doors with standard key utilization
- Cooling fan and battery charging alternator fully guarded
- Fuel fill can only be reached via lockable access doors (only provided when optional fuel tank is ordered)
- Exhaust silencing system totally enclosed for operator safety
- Roof outlet exhaust with sealed roof aperture and rain cap
- Stub-up cover sheets for "rodent proofing"

TRANSPORTABILITY

- Lifting points on baseframe
- Optional tested and certified single point lifting facility

OPTIONS

- PVW2 Panel Viewing Window for CAWB
- CSB2 External Emergency stop push button (red) mounted flush on exterior enclosure wall



CAWB – WEATHERPROOF ENCLOSURES
DIMENSIONS AND WEIGHTS (with UL listed base tanks FCUL1)

Generator Set Model	Length A mm (in)	Width B mm (in)	Height C mm (in)	Fuel Capacity L (US Gal)	Weight* kg (lb)
D40-6	2208 (86.9)	1000 (39.4)	1947 (76.7)	276 (73)	1335 (2943.2)
D40-6S	2208 (86.9)	1000 (39.4)	1947 (76.7)	276 (73)	1335 (2943.2)
D50-6	2208 (86.9)	1000 (39.4)	1947 (76.7)	276 (73)	1355 (2987.3)
D50-6S	2208 (86.9)	1000 (39.4)	1947 (76.7)	276 (73)	1355 (2987.3)
D60-6	2208 (86.9)	1000 (39.4)	1947 (76.7)	276 (73)	1417 (3123.9)
D60-8S	2208 (86.9)	1000 (39.4)	1947 (76.7)	276 (73)	1417 (3123.9)
D80-6	2600 (102.4)	1100 (43.3)	2011 (79.2)	363 (95.9)	1605 (3538)
D80-2S	2600 (102.4)	1100 (43.3)	2011 (79.2)	363 (95.9)	1581 (3486)
D100-6	2600 (102.4)	1100 (43.3)	2011 (79.2)	363 (95.9)	1653 (3644)
D100-6S	2600 (102.4)	1100 (43.3)	2011 (79.2)	363 (95.9)	1713 (3777)

*Net weight with lube oil and coolant, no fuel, quoted for the largest model in range.

ELECTRIC POWER EXTENDED SERVICE COVERAGE



Insurance Backed by the Power of Cat

Whether you need prime power or standby, you can protect your electric power solution with Extended Service Coverage (ESC) from Cat Insurance.

Your ESC provides 100 percent of usual and customary parts and labor costs for engine failures due to defect in materials and workmanship on covered components.

COVERAGE THAT IS RIGHT FOR YOU.

Prime Power Coverage

Platinum coverage - this includes all original factory equipment with Cat® part numbers, excluding consumables such as filters, hoses and belts.

Standby Power Coverage

Select the level of coverage that meets your need.

Silver coverage includes a wide range of covered components and you have confidence that ESC repairs will be done by trained professionals who use genuine Cat parts.

Gold coverage includes all the same items as silver, as well as turbochargers, fuel nozzles, injectors and water pumps.

Platinum coverage includes all original factory equipment with Cat part numbers, excluding consumables such as filters, hoses and belts.

Extended Service Coverage for electric power is available everywhere in the world. So whether your unit remains in one location or mobile around the globe, the Cat Dealer network is available to serve you.

COVERAGE AVAILABLE FOR THE LONG TERM.

An ESC from Cat Insurance can protect your electric power unit for up to 10 years. You can choose from a variety of coverage terms.

COVERAGE FOR YOUR FULLY INTEGRATED POWER SOLUTION.

You turn to Cat for a total Electric Power solution, and you can select an ESC to cover it. Automatic transfer switches and uninterruptible power supplies are eligible for additional protection. See your Cat Dealer today.

CATERPILLAR®

Electric Power Service Coverage Matrix

Platinum Level Coverage Components: All as shipped consist from the factory with Caterpillar® part numbers excluding filters, fluids, vee belts, hoses, power take-offs, paint, batteries and clutches. Also for power modules, coverage excludes containers, undercarriage, ladders, lights, wheels, axles, brakes, tires, stabilizing jacks and fire extinguishers.

Item	Silver	Gold
COOLING SYSTEM		
Thermostat Housing	Yes	Yes
Water Manifold Housing	Yes	Yes
Jacket Water Precooler	Yes	Yes
Jacket Water Pump	No	Yes
FUEL SYSTEM		
Steel Fuel Lines	Yes	Yes
Fuel Shutoff Solenoid	Yes	Yes
Fuel Injectors	No	Yes
LUBRICATION SYSTEM		
Oil Pan	Yes	Yes
Engine Oil Pump	Yes	Yes
Oil Cooler Housing & Core / Bonnet	Yes	Yes
Oil Filter Base	Yes	Yes
ELECTRONIC SYSTEM		
Electronic Control Module (ECM)	Yes	Yes
Sensors: all engine sensors	Yes	Yes
FRONT AND REAR COVERS		
Front Covers / Plate / Housing / Gears &Gaskets	Yes	Yes
Vibration Damper	Yes	Yes
Flywheel Housing & Gasket	Yes	Yes
MISCELLANEOUS		
Cat Bolts, Attaching Covered Components	Yes	Yes
GENERATOR END		
Entire Generator End	Yes	Yes
Generator Controls (EMCP, Wiring)	Yes	Yes

Item	Silver	Gold
AIR INDUCTION & EXHAUST		
Exhaust Manifolds, Studs & Gaskets	Yes	Yes
Inlet Air Heater Relay	Yes	Yes
Intake Manifold	Yes	Yes
Turbocharger (mounting hardware, lines, wastegate)	No	Yes
SHORT BLOCK		
Cylinder Block Casting	Yes	Yes
Freeze Plugs	Yes	Yes
Crankshaft	Yes	Yes
Crankshaft Rod, Main & Thrust Bearings	Yes	Yes
Connecting Rod Assembly	Yes	Yes
Piston, Wrist Pin, Retainer Clip & Piston Rings	Yes	Yes
Piston Cooling Jet Tubes	Yes	Yes
Cylinder Liner, Seals & Filler Band	Yes	Yes
Main Bearing Cap Bolts	Yes	Yes
CYLINDER HEAD		
Cylinder Head Casting, Sleeves, Bolts & Gaskets	Yes	Yes
Freeze Plug	Yes	Yes
Spacer Plate & Spacer Plate Gasket	Yes	Yes
Intake & Exhaust Valve (all related components)	Yes	Yes
Roller Follower	Yes	Yes
Valve Mechanism, Rocker Arm, Brackets, Push Tube, Bridge Dowels, Adjusting Screws, Nuts & Shaft	Yes	Yes
Valve Cover & Base	Yes	Yes
Camshaft, Camshaft Bearings, Key, Gear	Yes	Yes
Camshaft Rear Cover / Seal	Yes	Yes

Note: components not listed in the coverage matrix are not covered under Silver or Gold level coverage options.

Travel & Mileage Limitations:

For Caterpillar generator sets up to and including 7 liter displacement, for ATS models up to and including 1,200 amperes and for all Olympian products

- Up to 4 hours and 0 miles / 0 kilometers travel allowance

For all other models

- Up to 8 hours and 320 miles / 515 kilometers travel allowance

Important Notice:

All "Covered Components" must pass inspection or be replaced at the proper intervals by an "authorized dealer" as prescribed in the manufacturer's Operation and Maintenance Manual to qualify for continued coverage under this Contract. **"Your" failure to follow the Manufacturer's Operation and Maintenance Manual will result in denial of claims.**

Additional Coverage for Cat Standby Generator Sets over 3 liter displacement with Platinum level Extended Coverage: Additional coverage is allowed if repairs can not be completed within 48 hours of the "authorized dealer" technician's initial visit for a covered "mechanical breakdown" due solely to the nature of the "mechanical breakdown" or Cat's inability to supply the required repair components. Up to $20,000 (US$) is allowed for rental genset expenses that are hereby defined as the reasonable and customary rental charge, mileage per guidelines given in the "repairer" travel & mileage limitations section of this contract and the necessary labor for connection & disconnection to your facility of the Rental GenSet from an "authorized dealer."

This is a brief description of Extended Coverage. See your Cat dealer for more information. The Extended Coverage contract will govern.

CAT, CATERPILLAR, their respective logos and "Caterpillar Yellow," and the POWER EDGE trade dress, as well as corporate and product identity used herein, are trademarks of Caterpillar and may not be used without permission.

© 2008 Caterpillar. All rights reserved. Printed in the U.S.A.

CATERPILLAR®

TODAY'S WORK. TOMORROW'S WORLD.™

LEYE5135-02

CATERPILLAR®

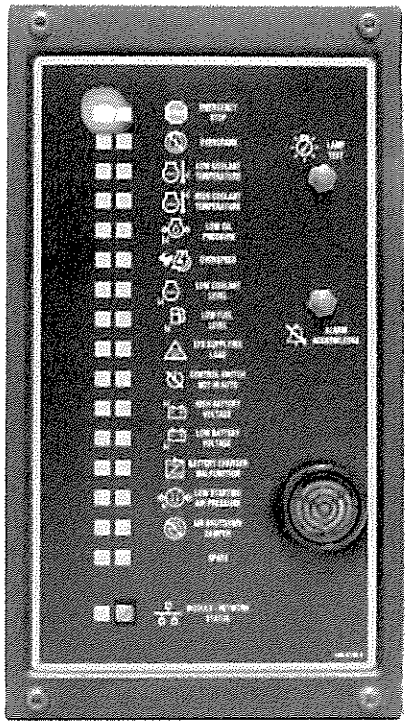
EMCP 3 ANNUNCIATOR

The EMCP 3 Annunciator serves to display generator set system alarm conditions and status indications. The Annunciator has been designed for use on the EMCP 3 J1939 Communication Network and may be used in either local or remote applications, providing customers with enhanced site flexibility.

In local applications, the Annunciator may be mounted on the package generator set with the EMCP 3 Controller to provide a complete package-mounted monitoring solution.

The Annunciator may also be mounted separate from the generator set to provide remote indication of system operating and alarm conditions.

The EMCP 3 Annunciator is configurable to the standards of NFPA 99/110 for emergency standby generator systems.



FEATURES

- The EMCP 3 Annunciator provides sixteen (16) individual points of annunciation, with two (2) LED's included for each point.
- An additional pair of LED's provides status indication of the J1939 data link connection.
- Includes alarm horn with lamp test and alarm acknowledge pushbuttons.
- Configurable using standard Caterpillar® Service Tool
- Configurable to NFPA 99/110 requirements for local and remote annunciation on emergency standby generator systems.
- Provides custom label kit including software for customer's specific alarms and arrangement
- Designed and tested to meet stringent impulse shock and operating vibration requirements
- Uses high quality shielded twisted-pair cable for robust remote communications
- Graphic symbols are provided next to each pair to indicate various alarms and events
- The Annunciator can be mounted either locally, on the package generator set, or remotely (up to 800 feet)
- Provides superior visibility of the LED's in direct sunlight

SPECIFICATIONS

Technical Data

Electrical

Battery Voltage Functional Range: 9 to 32 VDC

Power Consumption

Maximum: ≈ 12 watt at 24 VDC

Standby: ≈ 5 watt at 24 VDC

Control Power: 12-24 VDC

Communication: J1939 (Accessory Data Link)

Single, 6-pin Connector

Alarm

Sound Level 80 db

PHYSICAL

Weight	4 lb or ≈ 1.8 kg

ENVIRONMENTAL

Operating Temperature	–40° C to 70° C –40° F to 158° F
Storage Temperature	–50° C to 70° C –58° F to 158° F
Relative Humidity	90%

CERTIFICATIONS

UL Recognized

EMCP 3
ANNUNCIATOR

CATERPILLAR®

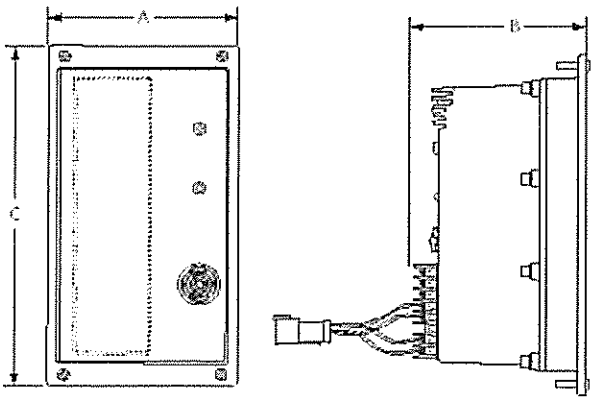
LED COLOR SCHEME

Each pair of LED's on the Annunciator consists of two of three colors: green, yellow and red, which allows for custom configuration of status, warning and shutdown conditions.
The available colors and combinations are:

Row	LED 1	LED 2
1	Red	Yellow
2	Red	Yellow
3	Red	Yellow
4	Red	Yellow
5	Red	Yellow
6	Red	Yellow
7	Red	Yellow
8	Red	Yellow
9	Red	Yellow
10	Red	Yellow
11	Red	Yellow
12	Red	Yellow
13	Green	Yellow
14	Green	Yellow
15	Red	Green
16	Red	Green

STANDARD LED CONFIGURATION

- Emergency stop shutdown
- Overcrank shutdown
- Low coolant temperature warning
- High coolant temperature warning/shutdown
- Low oil pressure warning/shutdown
- Overspeed warning/shutdown
- Low coolant level warning/shutdown
- Low fuel level warning/shutdown
- EPS supplying load status
- Control switch not in auto warning
- High battery voltage warning/shutdown
- Low battery voltage warning/shutdown
- BATT charger AC failure warning/shutdown
- Low starting air pressure warning/shutdown
- Air shutdown damper status
- Spare



Annunciator Dimensions		
A	158 mm	6.22 in
B	139 mm	5.12 in
C	288 mm	11.34 in

Information contained in this publication may be considered confidential.
Discretion is recommended when distributing.
Materials and specifications are subject to change without notice.
CAT, CATERPILLAR, their respective logos and "Caterpillar Yellow," as well as corporate and product identity used herein, are trademarks of Caterpillar and may not be used without permission.

www.cat-ElectricPower.com

© 2005 Caterpillar
All rights reserved.
Printed in U.S.A.

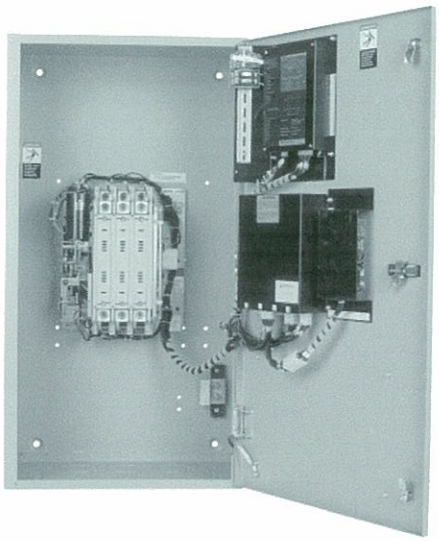
LEHE4753-01 (09-05)

CATERPILLAR®

AUTOMATIC TRANSFER SWITCH

Engine Division July 2004

CTS Series
Automatic Transfer Switch



Electrical Ratings
- Ratings 40 to 4000 amperes
- 2, 3 or 4 Poles
- NEMA 1, 3R, 4, 4X and 12
- Available to 600 VAC, 50 or 60 Hz
- Suitable for emergency and standby applications on all classes of load, 100% tungsten rated through 400 amps
- UL 1008 listed at 480 VAC
- CSA C22.2 No. 178 certified at 600 VAC
- IEC 947-6-1 listed through 480 VAC

Performance Features
- Contact transfer speed less than 1/6 of a second
- High close-in and withstand capability
- Temperature rise test per UL 1008 conducted after overload and endurance tests in unventilated enclosure – exceeds UL requirements

Design and Construction Features
- Double throw, interlocked operation
- Electrically operated, mechanically held by a simple, over-center mechanism
- Silver alloy contacts with separate arcing contacts on 225 amp and above
- Arc quenching grids, enclosed arc chambers, and wide contact air gap for superior source-to-source isolation on all units
- Control circuit disconnect plug and drive inhibit switch for safe maintenance
- Components accessible for inspection and maintenance without removal of the switch or the power conductors
- Mechanical indicator and contact chamber cover designed for inspection, safety and position designation

Introducing the Caterpillar CTS Series of Automatic Transfer Switches

The Caterpillar CTS Series power contactor type transfer switch makes use of a fully programmable/configurable microprocessor-based controller to allow the utmost in application flexibility. Further, the CTS Series is offered in a wide array of configurations enabling it to meet the needs of even the most highly critical load. Available configurations include:

- CTS Automatic Transfer Switches 40-4000 Amps
- CTSD Delayed Transition Transfer Switches 40-4000 Amps
- CTSCT Closed Transition Transfer Switches 100-4000 Amps
- CBTS Automatic Transfer/Bypass Switches 100-4000 Amps

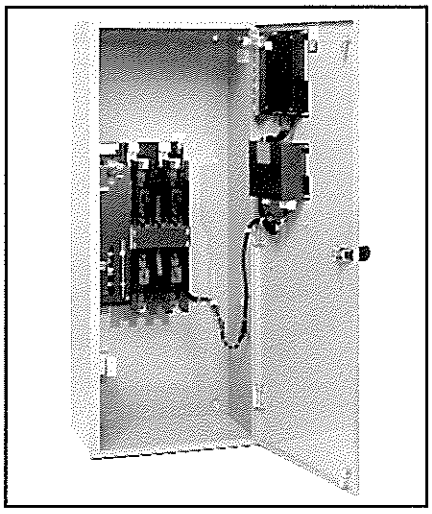
WHERE THE WORLD TURNS FOR POWER

CATERPILLAR®

- CBTSD Delayed Transition Bypass Switches 100-4000 Amps
- CBTSCT Closed Transition Bypass Switches 100-4000 Amps
- CTSM Manual Transfer Switches 40-4000 Amps

All CTS products meet or exceed industry requirements to allow specification and installation with confidence.

- UL 1008 listed through 480 VAC
- CSA C22.2 No. 178 listed through 600 VAC
- IEC 947-6-1 listed through 480 VAC
- Codes and Standards
  - NFPA 70, 99, 101, 110
  - NEC 517, 700, 701, 702
  - IEEE 446, 241
  - NEMA ICS2-447
- Controls tested in accordance with:
  - IEEE 472 (ANSI C37.90A)
  - EN55022 Class B (CISPR 11) (Exceeds EN55011 & MILSTD 461 Class 3)
  - EN61000-4-2 (Level 4)
  - EN61000-4-3 (ENV50140) 10v/m
  - EN61000-4-4
  - EN61000-4-5, IEEE C62.41 (1.2 X 50µs, 5 & 8 kV)
  - EN61000-4-6 (ENV50141)
  - EN61000-4-11
- Enclosures meet the requirements of:
  - UL 508, 50
  - ICS 6
  - ANSI C33.76
  - NEMA 250
- Quality System:
  - ISO 9001 Registered



CTS SERIES ATS
400 amp, 2 pole

The CTS Series is the basis for each element of the Caterpillar transfer switch product line. This ruggedly built family of power contactor switches has been specifically designed for transfer switch duty with dependability, versatility and user friendliness of prime concern.

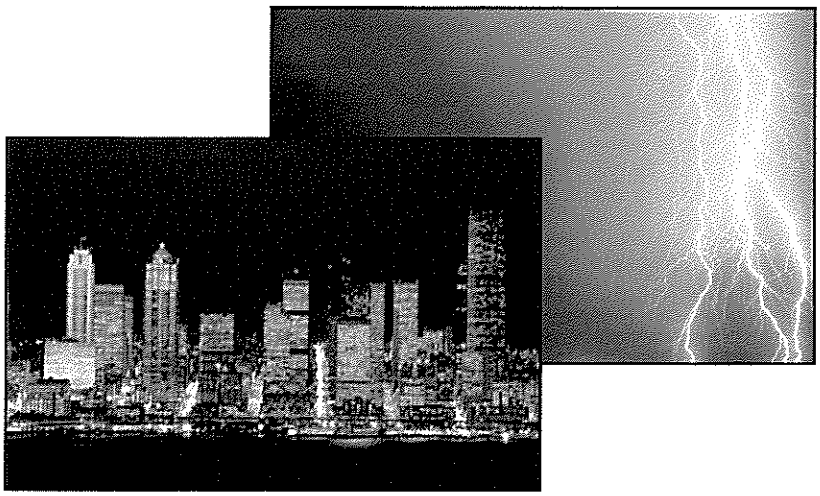
The CTS power panel components, consisting of power switching contacts, drive mechanism and terminal lugs, are mounted on a specially formed backplane. Logic devices including microprocessor control auxiliary time delays and special accessory equipment are assembled on the door for ease of maintenance and separation from the power section. They are connected with a numbered wiring harness equipped with a disconnect plug that allows isolation of the control panel for maintenance.

CTS Series Method of Operation
When the normal source fails or the voltage drops to a predetermined point (usually 80% of nominal), if required, a circuit is closed to start the engine generator set. When the emergency source reaches 90% of rated voltage and 95% of rated frequency, the drive solenoid is energized through the emergency coil control relay, causing the main contacts to disconnect the load from the normal source and connect it to the emergency source. After the drive solenoid has completed its electrical stroke and is seated, the emergency coil control relay opens to disconnect it. The transfer switch is now mechanically locked in the emergency position.

When normal voltage is restored to a predetermined point (usually 90% of nominal), the control voltage sensing energizes. The normal side coil relay closes, and after the drive solenoid has completed its electrical stroke and is seated, the coil control relay opens to disconnect it. The transfer switch is now mechanically locked in the normal position.

Drive Mechanism
All CTS switches employ the simple "over-center" principle to achieve a mechanically locked position in either normal or emergency and a high speed drive assures contact transfer in 100 ms or less. High contact pressure and positive mechanical lock allow for high withstand and closing ratings, far exceeding UL requirements.

Neutral Switching
The CTS Series is available in true four pole designs for multi-source power systems that require switching the neutral. The neutral contact is on the same shaft as the associated main contacts. This ensures positive operation, and avoids any possibility that the neutral contact will fail to open or close, as is possible when the neutral pole is an add-on accessory. The neutral contacts are identical to the main contacts, having the same current carrying and high withstand/closing ratings as the mains. They are designed to *break last and make first* to negate the possibility of transients while switching the neutral.



Safe Manual Operation
The CTS manual operator consists of a large, easy-to-use handle that fits securely for manual operation during installation and maintenance or in an emergency.

Every CTS is provided with an operator inhibit switch to disconnect the electrical drive prior to maintenance. Fully enclosed wrap-around arc covers shield the main contacts and mechanical components, preventing operator exposure during manual operation.

Transferring Large Motor or Highly Inductive Loads
Some loads, especially large motors receive severe mechanical stress if power is transferred out of phase while the motor is still rotating. Also, back EMF generated by a motor can result in over currents that can blow fuses or trip circuit breakers. The CTS Series offers four solutions to these problems:

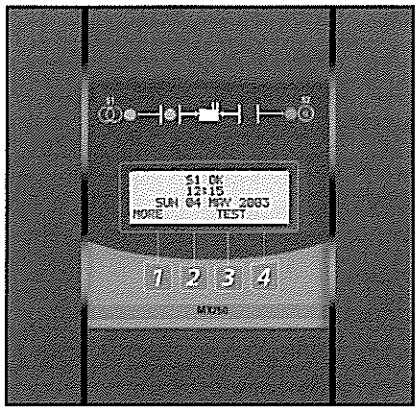
1. Optional Universal Motor Disconnect Contact: This load control disconnects a large motor via its control circuit for an adjustable period of time prior to transfer in either direction. For switching multiple motors, the motor disconnect contact with staged restart disconnects the motors prior to transfer and brings them back on line sequentially.

2. Standard In-Phase Monitor: This feature compares the phase angle between both sources of power and prevents transfer until the two are approximately in phase (within a self adjusting range). The CTS's high speed transfer action coupled with the MX series microprocessor control logic ensure closures at or near zero degree phase difference.

3. Series CTSD: The CTSD offers a delayed transition on transfer switches 40A and above. This programmed center-off position allows for the full decay of rotating motors or transformer fields. It can also be used for load shedding of selected circuits or other applications which require a means to disconnect the load from either source. Many UPS system manufacturers recommend delayed transition switches to support sequencing of their systems. Reference the CTSD supplement for further details.

4. Series CTSCT: Caterpillar closed transition switches combine CTSD operation during a source failure with a highly engineered control system that allows momentary paralleling (100 ms) of two acceptable sources, thereby limiting the impact of transfer on the load. Reference the CTSCT supplement for further details.

MX250 Microprocessor Based ATS Controller



Performance Features
- UL 1008, CSA and IEC listed
- Ringing wave immunity per IEEE 472 (ANSI C37.90A)
- Conducted and Radiated Emissions per EN55022 Class B (CISPR 11) (Exceeds EN55011 & MILSTD 461 Class 3)
- ESD immunity test per EN61000-4-2 (Level 4)
- Radiated RF, electromagnetic field immunity test per EN61000-4-3 (ENV50140) 10v/m
- Electrical fast transient/burst immunity test per EN61000-4-4
- Surge immunity test per EN61000-4-5 IEEE C62.41 (1.2 X 50µs, 5 & 8 kV)
- Conducted immunity test per EN61000-4-6 (ENV50141)
- Voltage dips and interruption immunity EN61000-4-11

User-Friendly Operation
- Multipurpose display: LEDs for continuous monitoring of switch position and source availability; a four line by twenty character LCD display for settings, functions, programming and annunciation
- Through-the-door programming and display
- Simplified keypad entry – menu-driven system is designed for ease of use
- Built-in diagnostics with displays for ease of troubleshooting

Additional Features
- Built-in programmable exerciser uses separate microcontroller with independent battery back-up to serve as clock/calendar – battery failure will not affect switch operation
- User settings are unaffected by power outages
- External communication available through an optional serial network interface

Technical Benefits
- Separate line voltage components for controller isolation
- Inputs are optoisolated for high electrical immunity to transients and noise
- Built-in electrical operator protection
- Simplified maintenance – major components are easily replaceable
- Close differential under-voltage sensing of the normal source
- Voltage and frequency sensing of the emergency source (all settings are adjustable)

The MX250 advanced ATS controller manages switch operation via a convenient touchpad which provides indication setting and diagnostic capabilities. As an embedded digital controller, the device offers high reliability and ease of unattended operation across a range of applications.

The MX250 controller is designed for the most demanding transfer or bypass switch applications. The CTS Series may be specified in its feature-rich standard configuration, with a wide array of individual optional attachments or with the addition of "an accessory group package which adds additional features at a reduced cost. The CTS series may also be equipped with an optional external network interface for use with annunciators, modems or for connection to a PC."

Standard features include pass code protection, load/no load/fast test feature, commit/no commit transfer selection, back-lit/temperature compensated LCD display, watchdog circuit for microprocessor operation, diagnostic displays for ease of maintenance, source connection and transfer data logging and many additional features. The MX250's weather and tamper resistant control interface makes it an ideal choice for a wide range of applications.

Features/Optional Attachments

Standard Features

- Back-lit LCD display (includes the display of source voltage and frequency, exercise time, delay options and source condition)
- Menu driven operator interface
- Full phase adjustable under voltage sensing of both sources (90% pick up, 80% drop out)
- Single phase frequency sensing of the emergency source
- Auxiliary contacts indicating ATS position, S.P.N.O.
- Engine start output contact
- LED indicators for ATS position and source availability
- Plant exerciser clock, load/no-load type (configured for 1, 7, 14 or 28 day run selections)
- Built-in time delays (with count-down display) for:
  - Engine start (0-10 sec)
  - Transfer to emergency (0-5 min)
  - Retransfer to normal (0-60 min)
  - Engine cooldown (0-60 min)
- Pushbutton to bypass time delay transfer/retransfer
- In-phase monitor
- Event logging (last 16 events)
- Test switch (momentary test switch)

Optional Attachments

Auxiliary Contacts:

- Auxiliary contact S.P.D.T. – Operates on Normal Failure
- Auxiliary contact S.P.D.T. – Operates on Emergency Failure
- Auxiliary contacts (additional, beyond the single contact that is standard) – closed in emergency position (S.P.S.T.)
- Auxiliary contacts (additional, beyond the single contact that is standard) – closed in normal position (S.P.S.T.)
- Timed motor disconnect – on transfer to normal or emergency (contact opens during timing and re-closes instantaneously after transfer)
- Timed motor disconnect contact w/staged restart (contact opens prior to transfer in either direction and closes in sequence after transfer)
- Timed elevator transfer pre-signal contacts
- Fan contact S.P.N.O. (closed when engine runs)

Sensors:

- Under freq. sensor, adjustable – normal source (factory set at 95% of nominal)
- Over/under freq. sensor – normal source (factory set at: under freq. – 95% of nominal, over freq. – 2 Hz above nominal)
- Over/under freq. sensor – emergency source (factory set at: under freq. – 95% of nominal, over freq. – 2 Hz above nominal)
- Over voltage sensor – normal source – 3 phase (default setting of 110% of nominal)
- Over voltage sensor – emergency source – 3 phase (default setting of 110% of nominal)
- Phase sequence sensor (prevents transfer is sources are not in like phase rotation)

Control Inputs:

- Input to enable "peak shave/remote test" mode, relay based (120 VAC input required)
- Input to inhibit transfer to the emergency position, relay based (24 VDC input required)
- Input to inhibit retransfer to the normal position, relay based (24 VDC input required)

Meter Options:

- Ammeter – single phase
- Ammeter – three phase w/selector switch
- Hour meter
- Frequency meter
- EPM Digital Power Meter
  Available in several models configured to measure AMPS, Volts, Frequency, Watts kVA, kVAR, kWh, Power Factor as well as Harmonic Distortion. Available in a Modbus 485 or an RS2332 Communications port.

	Group Packages					
Accessories	**MSTDS**	**MEXES**	**MCONS**	**MSENS**	**MSPES**	**MPSGS**
6P	●	●	●	●	●	●
A1	○	●	●	●	●	●
A1E	○	●	●	●	●	●
A3	●	❷	❷	❷	❷	❸
A4	●	❷	❷	❷	❷	❸
Calibrate	●	●	●	●	●	●
CDT	●	—	—	—	—	—
CDP	—	●	●	●	●	●
**DS	●	●	●	●	●	●
*DT	●	●	●	●	●	●
*DW	●	●	●	●	●	●
E	●	●	●	●	●	●
EL/P	●	●	●	●	●	●
K/P	●	●	●	●	●	●
L1	●	●	●	●	●	●
L2	●	●	●	●	●	●
L3	●	●	●	●	●	●
L4	●	●	●	●	●	●
*LN	●	●	●	●	●	●
P1	●	●	●	●	●	●
Q2	○	●	●	●	●	●
Q3	○	○	●	○	●	●
Q7	○	○	●	●	●	●
R1-1	○	○	○	●	●	●
R1-3	○	○	○	●	●	●
R15	○	○	○	○	○	●
*R15D	○	○	○	○	○	●
R16	○	●	●	●	●	●
R50	●	●	●	●	●	●
S5P	◒	◒	◒	—	●	—
S12P	◒	◒	◒	●	—	●
S13P	●	●	●	●	●	●
T	●	●	●	●	●	●
T3/W3	②	②	❷	②	❷	❷
U	●	●	●	●	●	●
UMD	②	②	❷	②	❷	❷
VI	●	●	●	●	●	●
W	●	●	●	●	●	●
YEN	●	●	●	●	●	●

● Standard Accessory included in the group package.
○ Optional Accessory not included but can be added to group package.
◒ Optional Accessory. Can not be used with accessory having the same symbol.
— N/A
②❷ Denotes an Accessory with 2 circuits as a standard.
❸ Denotes an Accessory with 3 circuits as a standard.
* Delayed Transition Units Only.
** Optional for 40-400 Amp.

Accessory Definitions

6P
Microprocessor activated test switch (Momentary)

6A
Hardwired test switch (Maintained)

6AP
Microprocessor activated test switch (Maintained)

6B
Hardwired test switch (Maintained Auto-Momentary Test) Key operated

6C
Hardwired test switch (Maintained Auto-Maintained Test) Key operated

A1
Auxiliary Contact S.P.D.T. – Normal (Source 1) Failure

A1E
Auxiliary Contact S.P.D.T. – Emergency (Source 2) Failure

A3
Auxiliary Contact – closed in emergency (Source 2) Additional available (10 max.) on CTS and need to be specified

A4
Auxiliary Contact – closed in normal (Source 1) Additional available (10 max.) on CTS and need to be specified

A62
Motor disconnect and staged restart (1 contact)

AB3
Auxiliary Contact – closed in bypass emergency (Source 2) (S.P.D.T.) (Standard up to 400A) Additional available (10 max.) on CTS and need to be specified

AB4
Auxiliary Contact – closed in bypass normal (Source 1) (S.P.D.T.) (Standard up to 400A) Additional available (10 max.) on CTS and need to be specified

B9
Battery charged (ships separate from ATS) – semi-float 5 amp (need to specify input/output voltage and type LA, N, FL)

Calibrate
Microprocessor activated calibration feature

CDP
Programmable exerciser daily, 7/14/28/365 days user-selectable, with or without load.

CDT
Exerciser no load timer. Increased functionality no longer requires a jumper.

CTAP
Chicago transfer alarm panel mounted in door of enclosure. Includes 3 aux. contacts and fuse.

DS
Disconnect Switch. Disconnects source voltage to transfer power panel.

DT *(Delayed Transition Only)*
Time Delay from Neutral Switch position to Source 1 on retransfer

DW *(Delayed Transition Only)*
Time Delay from Neutral Switch position to Source 2 on retransfer

E
Engine Start Relay

EL/P
Event log of last 16 events

F
Fan contact, closed when engine runs

HT1 or HT2
Heater and Thermostat (HT1 for 208/240V, HT2 for 380/600V) mounted and interwired in enclosure (requires larger enclosure for 40-200A)

K
Frequency Meter – Door mounted

K/P
Frequency Indication on the controller

L
LNP Center-off position LCD-Indicator
Indicating LED lights
- **L1** Indicates Switch in Source 2 position.
- **L2** Indicates Switch in Source 1 position.
- **L3** Indicates Source 1 available.
- **L4** Indicates Source 2 available.

M1
Single Phase Amp Meter

M2
Three Phase Amp Meter

M80
3000 Digital Power Monitor

M82
5200 Digital Power Meter

M83A
EPM 5300 Digital Power Meter with Modbus Port

M83B
EPM 5350 Digital Power Meter with Ethernet Port

M84
7430 Digital Power Meter, Wye or Delta

M85A
EPM 9450 Digital Power Meter, Ethernet

M85B
EPM 9450 Digital Power Meter with Internal 56K Mod.

M86A
EPM 9650 Digital Power Meter, Wye or Delta, RS232 or RS485

M86B
EPM 9650 Digital Power Meter, Wye or Delta, RS232 or RS485

N1
Running Time Indicator – Door mounted

N2
Operation Counter – Door Mounted

P1
Engine Start Timer (adjustable to 6 sec.)

P2
Engine Start Timer (adjustable to 300 sec.)

Q2
Peak shave/remote load test/area protection – Relay (S.P.D.T.) (Need to specify voltage – 120 VAC, 24 VAC, 24 VDC – 120V default standard)

Q3
Inhibit transfer to emergency (Source 2) (load add relay) – Relay (S.P.D.T.) (Need to specify voltage – 120 VAC, 24 VAC, 24 VDC – 120V default standard)

Q7
Inhibit transfer to normal (Source 1) – Relay (S.P.D.T.) (Need to specify voltage – 120 VAC, 24 VAC, 24 VDC – 120V default standard)

R1-1/R1-3
Over Voltage sensing for normal (Source 1) single (R1-1) or three (R1-3) phase

R15/R15D
Load Shed. Should Source 2 become overloaded, a signal can be given to switch to the dead or Mid position.

R16
Phase rotation sensing of Normal (Source 1) and Emergency (Source 2)

R26/R26D
Interruptible Power Rate Provisions. Allow transfer out of Source 1 position to Mid position or dead Source 2. Alarm and Pre-Signal circuit included. (Need to specify voltage – 120 VAC, 24 VAC, 24 VDC – 120V default standard)

R50
In Phase monitor between Normal (Source 1) and Emergency (Source 2) to allow transfer

S5P
Microprocessor activated auto/manual retransfer selector switch for transferring to Normal (Source 1) (includes microprocessor activated YN accessory)

S12P
Microprocessor activated auto/manual retransfer selector switch for transferring to Normal (Source 1) (includes microprocessor activated YN & YE accessory)

S13P
Microprocessor activated commit/no commit on transferring to Emergency (Source 2) (with enable/disable)

S14
Keyed selector switch for (retransfer to normal-test-auto)

SW1
Auto/Off/Start Engine control selector – Door mounted (keyed or non-keyed operation available)

SW2
Auto/Off Engine control selector – Door mounted (keyed or non-keyed operation available)

SW3
Source Priority Selector Switch – Door mounted Allows selection of Source 1 or Source 2 to be the Prime Source. Transfer Switch will transfer to selected Prime Source if that Source is available (keyed or non-keyed operation available).

T
Retransfer to normal adjustable time delay

T3/W3
Pre-signal contact on transfer to Normal (Source 1) or Emergency (Source 2) during test

U
Engine stop/cool adjustable cool down timer

UMD
Pre and post transfer output adjustable time range. Functions in both directions. Includes 2 circuits. Additional circuits available.

VI
Voltage imbalance between phases (3 Phase only)

W
Adjustable time delay on transfer to Emergency (Source 2)

YEN
Bypass transfer timers function (soft switch in control)

ZNET
Microprocessor Communication Module

CTS SERIES
Dimensional Specifications

CTS Series Transfer Switches

Ampere Rating	Poles	NEMA 1 Enclosed Height (A)	Width (B)	Depth (C)	Reference Figure	Weight NEMA 1	Application Notes
40, 80	2, 3	61 (24)	46 (18)	26 (10)	A	26 (57)	1 – 7
100, 150, 200	4	61 (24)	46 (18)	26 (10)	A	27 (60)	
225 to	2, 3	117 (46)	61 (24)	36 (14.13)	A	75 (165)	1 – 7
260	4	117 (46)	61 (24)	36 (14.13)	A	68 (170)	
400	2, 3	117 (46)	61 (24)	41 (16.13)	A	100 (220)	1 – 7
	4	117 (46)	61 (24)	41 (16.13)	A	102 (225)	
600	2, 3	168 (66)	61 (24)	50 (19.75)	B	172 (380)	1 – 8
	4	188 (74)	76 (30)	50 (19.75)	B	195 (430)	
800, 1000	2, 3	188 (74)	76 (30)	50 (19.75)	B	206 (455)	1 – 8
1200	4	188 (74)	102 (40)	50 (19.75)	B	245 (540)	
1600	3	229 (90)	76 (30)	122 (48)	B	458 (1010)	1 – 8
2000	4	229 (90)	91 (36)	122 (48)	B	526 (1160)	
3000	3	229 (90)	76 (30)	122 (48)	B	513 (1130)	1 – 8, 10, 11
	4	229 (90)	91 (36)	122 (48)	B	633 (1395)	
4000	3	229 (90)	102 (40)	152 (60)	B	723 (1595)	1 – 11
	4	229 (90)	118 (46.5)	152 (60)	B	839 (1850)	

APPLICATION NOTES:

1. English dimensions (inches) and weights (pounds) shown in parenthesis adjacent to Metric measurements in cm and Kg.
2. Includes 1.25" door projection beyond base depth. Allow a minimum of 3" additional depth for projection of handle, light, switches, pushbuttons, etc.
3. All dimensions and weights are approximate and subject to change without notice.
4. Special enclosures (NEMA 3R, 4, 12, etc.) may include mounting tabs, etc. Consult the published dimension drawings for details.
5. Normal and emergency may be ordered inverted on any switch. The load may be inverted 500-1200 amps. Consult the factory for details.
6. Special lug arrangements may require different enclosure dimensions. For certified drawings, contact CATERPILLAR.
7. Packing materials must be added to weights shown. Allow 15% additional weight for cartons, skids, crates, etc.
8. Add 4" in height for removable lifting lugs.
9. 4000 amp depth dimension shown is standard. Depending on your cable/conduit requirements you may desire a deeper enclosure. Consult CATERPILLAR for further details.
10. Lug adapters for 3000-4000 amp limits may be staggered length for ease of entrance. Consult CATERPILLAR for details.
11. Ventilation louvers on side/rear of enclosure at 3000 and 4000A. One side or rear must be clear to afford proper airflow.

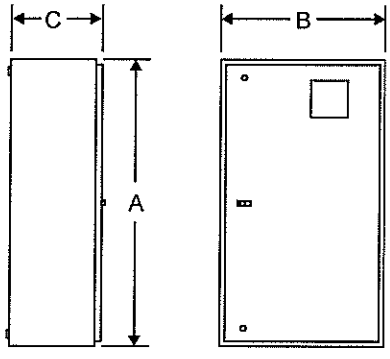


Figure A

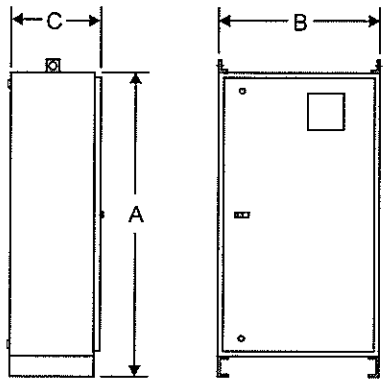


Figure B

Test Switch Options:
- Test switch – maintained type, via an external selector switch
- Test switch – momentary type, key operated
- Test switch – maintained type, key operated

Selector Switch Options:
- Engine selector switch (Auto/Start/Off); "Auto" provides normal operation, "Off" interrupts the transfer switch start signal to engine, and "Start" causes engine to run until switch removed from "Start" position
- Engine start disconnect switch
- Auto/Manual retransfer selector switch
- Auto/Manual transfer/retransfer (full manual mode) selector switch
- Retransfer/Test/Auto selector switch

Miscellaneous:
- Space heater – thermostatically controlled
- Extended time delay on engine start (.5-300 sec)
- Network interface card

Many additional optional attachments are available to meet specific application requirements, consult your Caterpillar Price List or Applications Engineering with your project's specific needs.

AL-CU UL Listed Solderless Screw-Type Terminals for External Power Connections

	Normal, Emergency & Load Terminals			Normal, Emergency & Load Terminals	
Switch Size Amps	**Cables per Pole**	**Range of Wire Sizes**	**Switch Size Amps**	**Cables per Pole**	**Range of Wire Sizes**
40-150	1	#8 to 3/0 AWG	800/1000/1200	4	#2 AWG to 600 MCM
225		#6 AWG to 250 MCM	1600		
260		#6 AWG to 350 MCM	2000	*	
400		#4 AWG to 600 MCM	3000		
600	2	#2 AWG to 600 MCM	4000		

NOTES:
* Line and load terminals are located in rear and arranged for bus bar connection. Terminal lugs are available at additional cost. Contact factory for more details.
1. Special terminal lugs and neutral bars are available at additional cost. Contact factory and advise cable sizes and number of conductors per pole.
2. Fully rated solid neutral (3x standard normal power connector) provided when required by system voltage.
3. Normal and emergency may be ordered inverted on any switch. Load may be inverted 600-1200 amps. Consult the factory for details.
4. Lug adapters for 3000-4000 amp units may be staggered length for ease of entrance. Consult the factory for details.
5. Special lug arrangements may require different enclosure dimensions. For certified drawings, contact CATERPILLAR.

UL and CSA Ratings

The CTS Series Automatic Transfer Switches have been subjected to an extensive test program to show that they comply with and exceed UL 1008 standards, as well as the various performance specifications used by most government agencies and major electrical engineering firms throughout the world. The primary test to ensure the quality and dependability of an automatic transfer switch is its ability to close into and withstand high fault currents. The table shows the Underwriters Laboratories and Canadian Standards certified withstand and closing current ratings in symmetrical RMS amperes at 480 and 600 volts AC.

CTS Series Switches Rated for Total Systems or Motor Loads (1)		Withstand and Closing Current Ratings per UL 1008 and CSA							
		Current Limiting Fuse			Specific Coordinated Breaker Rating (3)			Any Breaker Rating	
Series	UL 1008 CTS Switch Rating	Max. Fuse Size Amps	Max. Circuit Amps at 480 VAC (UL)	Max. Circuit Amps at 600 VAC (CSA)	Max. Circuit Breaker Size Amps	Max. Circuit Amps at 480 VAC (UL)	Max. Circuit Amps at 600 VAC (CSA)	Max. Circuit Amps at 480 VAC (UL)	Max. Circuit Amps at 600 VAC (CSA)
CTS (2)	40	50	200,000	200,000	400	30,000	22,000	10,000	10,000
CTS (2)	80	100	200,000	200,000	400	30,000	22,000	10,000	10,000
CTS (2)	100	125	200,000	200,000	400	30,000	22,000	10,000	10,000
CTS (2)	150	200	200,000	200,000	400	30,000	22,000	10,000	10,000
CTS (2)	200	200	200,000	200,000	400	30,000	22,000	10,000	10,000
CTS (2)	225	300	200,000	200,000	400	50,000	42,000	35,000	35,000
CTS (2)	260	350	200,000	200,000	400	50,000	42,000	35,000	35,000
CTS (2)	400	500	200,000	200,000	800	50,000	42,000	35,000	35,000
CTS	600	750	200,000	150,000	800	65,000	50,000	50,000	42,000
CTS	800	1000	200,000	150,000	1200	65,000	65,000	50,000	42,000
CTS	1000	1250	200,000	150,000	1600	85,000	65,000	50,000	42,000
CTS	1200	1500	200,000	150,000	1600	85,000	65,000	50,000	42,000
CTS	1600	2000	200,000	150,000	2500	100,000	85,000	100,000	85,000
CTS	2000	2500	200,000	150,000	2500	100,000	85,000	100,000	85,000
CTS	3000	4000	200,000	150,000	4000	100,000	85,000	100,000	85,000
CTS	4000	6000	200,000	150,000	5000	100,000	85,000	100,000	85,000
CBTS (2)	100	125	200,000	200,000	800	50,000	42,000	35,000	35,000
CBTS (2)	150	200	200,000	200,000	800	50,000	42,000	35,000	35,000
CBTS (2)	225	300	200,000	200,000	800	50,000	42,000	35,000	35,000
CBTS (2)	260	350	200,000	200,000	800	50,000	42,000	35,000	35,000
CBTS (2)	400	600	200,000	200,000	800	50,000	42,000	35,000	35,000
CBTS	600	750	200,000	150,000	800	65,000	50,000	50,000	42,000
CBTS	800	1000	200,000	150,000	1600	85,000	65,000	50,000	42,000
CBTS	1000	1250	200,000	150,000	1600	85,000	65,000	50,000	42,000
CBTS	1200	1500	200,000	150,000	1600	85,000	65,000	50,000	42,000
CBTS	1600	2500	200,000	150,000	2500	100,000	85,000	100,000	85,000
CBTS	2000	2500	200,000	150,000	2500	100,000	85,000	100,000	85,000
CBTS	3000	4000	200,000	150,000	4000	100,000	85,000	100,000	85,000
CBTS	4000	6000	200,000	150,000	5000	100,000	85,000	100,000	85,000
CTSD (2)	40	50	200,000	200,000	800	50,000	42,000	35,000	35,000
CTSD (2)	80	100	200,000	200,000	800	50,000	42,000	35,000	35,000
CTSD (2)	100	125	200,000	200,000	800	50,000	42,000	35,000	35,000
CTSD (2)	150	200	200,000	200,000	800	50,000	42,000	35,000	35,000
CTSD (2)	225	300	200,000	200,000	800	50,000	42,000	35,000	35,000
CTSD (2)	260	350	200,000	200,000	800	50,000	42,000	35,000	35,000
CTSD (2)	400	600	200,000	200,000	800	50,000	42,000	35,000	35,000

CTSD 600 amp – 4000 amp – Ratings identical to CTS Series
CTSCT and CBTSCT 100 amp – 4000 amp – Ratings identical to CBTS Series

NOTES:
1. For each rating attained in above table, the heat run was performed after the overload and endurance tests.
2. These models also listed for 100% tungsten lamp loads.
3. Contact Caterpillar for coordinated breaker types and ratings.
4. All transfer switches are rated in coordination with the protective device installed. Lower rated devices than those shown may be utilized and the system rated accordingly.
5. Contact Caterpillar for IEC ratings.

The information contained in this publication may be considered confidential.
Use discretion when distributing.

LEHE4651-00

© 2004 Caterpillar
Printed in USA
All rights reserved.

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 03/31/2009

PRODUCER
Marsh USA, Inc.
112 East Pecan
Suite 2625
San Antonio, TX 78205-1505
Attn: Karen Haas 210 299 3343 Fax 210 299 3350
413630-CAT 2--08/09

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
Holt Texas Ltd
dba Holt CAT
P. O. Box 207916
San Antonio, TX 78220

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Travelers Property Casualty Company Of	25674
INSURER B: N/A	N/A
INSURER C: Travelers Indemnity Co	25658
INSURER D: N/A	N/A
INSURER E:	

COVERAGES 5

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	X	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS MADE X OCCUR GENERAL AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC	TC2JGLSA-750G3730-TIL-09	04/01/09	04/01/10	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 $ 350,000 $ 10,000 $ 1,000,000 $ 10,000,000 $ 3,000,000
A	X	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS	TC2JCAP-750G3698-TIL-09	04/01/09	04/01/10	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,000 $ $ $
		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	$ $
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	TC2KUB-750G3662-09	04/01/09	04/01/10	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 2,000,000 $ 2,000,000 $ 2,000,000
		OTHER					

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

Hidalgo County is included as Additional Insured, with regards to AL & GL as agreed in written contract executed prior to loss, but only for those limits agreed to in such contract or the limits of liabliity of this policy, whichever is less.

CERTIFICATE HOLDER HOU-001071575-05

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 of Marsh USA Inc.
Stephen R. Skeeter

© 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.

County of Hidalgo Pct. 4

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

MEMO

DATE: OCTOBER 27, 2009
TO: PURCHASING DEPARTMENET
C/O MOISES SALAZAR, "BUYER II"
FROM: HIDALGO COUNTY PCT. #4
REF: RECOMMENDATION "BID FOR GENERATOR"

HIDALGO COUNTY PRECINICT #4 IS HEREBY RECOMMENDING BUYBOARD VENDOR **HOLT CAT** FOR THE PURCHASE OF "ONE CATERPILLAR MODEL D100-6 GENERATOR PACKAGE & CAT CTSD AUTOMATIOC TRANSFER SWITCH" IN THE AMOUNT OF **$64,062.12**.

FUNDING IS CURRENTLY AVAILBLE IN THE FOLLOWING ACCOUNTS: **9-1301-419-40-124-034-0-720 / 739**.

PLEASE PLACE ON THE NEXT COMMISSIONERS' COURT FOR APPROVAL.

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

RUMALDO MUNOZ JR
ACCOUNTS PAYABLE CLERK

CC: MOISES SALAZAR

AI-18281 **28.D.2.**

Authorization to Purchase Heavy Equipment for Pct. #4 "San Carlos Drainage Imp. Project"

CC REGULAR

Date:	11/03/2009
Submitted By:	Oscar Garza, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department
Purchasing only:	Prct. 4

Information

CAPTION

Authority to purchase heavy machinery and/or equipment detailed herein from the following awarded vendor through Hidalgo County's participation/membership with TASB Buyboard Contract #292-08 for Two (2) JD 6330 Utility Tractors @ $80,577.00 ea. to include but not limited to Samurai Boom Mower 25'; Joy Stick Controls and any other appurtenances with a total amount of $161,154.00 for proposed Project #2009-449-OGG which includes pricing, fees, delivery and warrranty.

BACKGROUND

As reviewed and approved by Hidalgo County Drainage District #1 Director Godfrey Garza.

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1341-431-50-000-020-0-742

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

BUDGETARY IMPACT:

New C.O. Issuance. Funding available as of 10-30-09.

Attachments

Link: 09-449

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	10/29/2009 09:38 AM	APRV
2	Budget & Management	Erika Zamora	10/29/2009 12:30 PM	APRV
3	Manuel Chapa	Manuel Chapa	10/30/2009 07:30 AM	APRV
4	Auditor's Office		10/30/2009 04:23 PM	NEW

Form Started By: Oscar Garza — Started On: 10/28/2009 01:38 PM

Final Approval Date: 10/30/2009

PRECINCT #4
DRAINAGE IMPROVEMENTS PROJECT

DATE: October 21, 2009
Description: JD 6330 Utility Std. CAB 2WD with 25' Boom Mower

COMPANY	QTY	BUYBOARD QUOTE Reference # 292-08	STANDARD WARRANTY	TOTAL WITH STANDARD WARRANTY
BARBEE NEUHAUS IMPLEMENT COMPANY	2	$ 81,599.00 per unit	2 Yrs Warranty/2000 Hrs.	$ 163,198.00
ALAMO INDUSTRIAL 1502 EAST WALNUT ST. SEGUIN TX. 78155	2	$ 80,577.00 per unit w/ Samurai Boom Mower	2 Yrs Warranty/JD & 2 Yrs. Alamo Warranty	$ 161,154.00
ANDERSON EQUIPMENT COMPANY	2	$85,835.48 per unit	2 YRS/ 2500 HRS.	$171,670.00

Quote with best Value: Alamo Industrial
1502 E. Walnut St.

APPROVE: X DISAPPROVE: _____

By: Rodney Gonzales

JOHN DEERE COMPANY
GOVERNMENTAL & NATIONAL SALES CONTRACT QUOTE WORKSHEET

TASBY / BUYBOARD

AGENCY INFORMATION	
Bill to: Hidalgo Co. PCT #4	Ship to: BARBEE NEUHAUS IMPLEMENT COMPANY
Address:	Address: 2000 E. EXPRESSWAY 83
City, State, Zip:	City, State, Zip: WESLACO, TEXAS 78596
Contact Name: George Guerra	Contact Name: R.D. MACHEN
Phone: 318-2626	Phone: 956-968-7502

VENDOR	C&CE Equipment John Deere Company 2000 John Deere Run Cary, NC 27513 Phone: (800) 535-2967 Fax: (919) 804-2485	DELIVERING DEALER Dealer: Neuhaus & C0 Acct # 90400891 City/State: WESLACO, TEXAS Phone: 956-968-7502 Contact: R.D. MACHEN

Contract #_____ 292-08
Price Effective Date 10-01-09 Good for 30 days

List and price all codes, bundles and part numbers required.

Equipment Codes	Description	Factory Inv /Order #	Qty	List Price	Total List Price
3122R	6330 Utility Tractor		1		$ 59,044.00
150	Standard Cab		1		$ -
200	2WD Front Axle		1		$ (7,021.00)
610	Tractor Package		1		$ (250.00)
1288	18.4R34 R1 Rear Tires		1		$ -
4782	10.00-16 F2 Front Tires		1		$ (1,795.00)
7073	16/16 Power Reverser Trans.		1		$ 3,381.00
7102	540/1000 PTO		1		$ 629.00
7152	Adjustable rear wheels		1		$ -
7452	Vertical exhaust		1		$ -
7662	Air comfort seat		1		$ 778.00
8810	ICV 2 function		1		$ 499.00
9260	2nd Rear SCV		1		$ 890.00
9480	Dual Telescoping links		1		173.00
9988	No Tire Pref.		1		-
	Diamond BoomMower 25"				
	60" Head W Trap Door				
	Rear Cradle Mount				
	W/ JoyStick Controls				
	Equipment Set Up And Deliverd			Total List Price per Unit	$ 56,354.00
				Less Contract Discount	26%
				Discount Amount	$ 14,652.04
				Total Price of John Deere Equipment	$ 41,701.96
	25' 60" Boom Mower			Plus Non-John Deere Equipment - Allied (if applicable)	$ 39,898.00
				Less Trade-in (if applicable)	$ -
				Subtotal	$ -
Municipal Lease? Yes ___ No ___ Contract # _____				Plus Tax: _____% (if applicable)	$ -
Retail Note? Yes ___ No ___ Contract # _____				*Miscellanous Fees, if applicable (JDC)	$ -
*Applicable miscellaneous fees are to be charged to the customer by JDC and can be blended into their payments. This assures that the lease credit to GNS from JDC matches the agency PO amount. If the fees have not been included in the customer's purchase price and financing documents, GNS will debit the dealer for the fees.					QTY X 2
If tax exempt please submit tax exemption certificate with purchase order.				**Total PO Price**	**$ 163,198.00**
Please submit this form along with the purchase order.					

H & V Equipment, Inc.
P.O. Box 909
Progreso, TX 78579

1-October-09

Hidalgo County Pct. # 4
1102 N. DOOLITTLE
EDINBURG, TX 78539

ATTN: Oscar Garza

H & V EQUIPMENT, INC is pleased to quote your Precint the following mower's off of the

BUYBOARD

`Two new ALAMO 25' SAMURAI Boom Mower

`50" Rotary Head with Disc, and Hydraulic Front Door

`Wheel Weights

`Lexan Window

`Joy Stick Control

`Mounted on Two new 6330 John Deere / 2WD Cab & Air Tractor

`ALAMO WARRANTY TWO YEARS

`JOHN DEERE WARRANTY TWO YEARS

Total Price Two Units ($80,577.00 ea.) **$161,154.00**

This Tractor / Mower is off of the Buy Board Through ALAMO INDUSTRIAL,

BUYBOARD Contract Number 292-08. H & V is the South Texas ALAMO Dealer.

Thank you for your support, the business you have given us in the past, and for the opportunity to quote your Precint this tractor / mower combination.

Yours truly,
Thad R. Moore
Thad R. Moore

(956) 565-3788 Email: HVProgreso@aol.com (956) 565-2252 Fax

Order Acknowledgement

Ship to:	ANDERSON PHARR TX	Dealer Contact:	CHUCK POTES
		Phone:	
		Fax:	
		PO Number:	
Invoice to:	HIDALGO DRAINAGE DIST 1	Requested ship date:	
		Quote Date:	9/24/2009
		Quote Number:	792CJ
Customer:	HIDALGO DRAINAGE DIST 1	State contract order?	BUYBOARD QUOTE

Please direct questions to:
Carrie Puthoff
Ph: 800-843-6849
Fax: 800-716-7620
cputhoff@tiger-mowers.com

QTY	Part #/Model #	Description	List Price	Net Price
1	TRB-60C-3OS-XB	REAR STOW 25' 1"	$ 41,663.00	$ 39,163.22
1		FACTORY MOUNTING	$ 5,100.00	$ 4,794.00
		STANDARD CABLE CONTROLS		$ -
1				$ -
				$ -
				$ -
1	JD 6330 2WD CAB/AIR	16X16 SYNCRO/W LEFT HAND REVERSER	$ 57,850.00	$ 47,437.00
1	RADIO/AM/FM		$ 250.00	$ 205.00
		REAR LIGHTS	$ 850.00	$ 697.00
1		MULTIPLE DISCOUNT (2 UNITS MIN)	7%	$ 92,296.22
				$ 85,835.48

TRACTOR INFORMATION:		Transmission	
Make/Model:	JD 6330	Cab Type	STANDARD
Tire size	10LX16 Front	2WD or MFWD	2WD
	460/85R34 Rear		

Additional information:

Sales Order: _____

Anticipated
Ship Date: _____

ATTENTION! Please review ALL information shown on this acknowledgement. Note any necessary changes or corrections. By signing and returning this acknowledgement, you are approving the order as shown. Please sign and return to Carrie via fax at 800-716-7620.

Order Approved By: _____
Date: _____

Please return this form as quickly as possible. Delay in returning this form may result in a processing delay of your order.

Ship to:	ANDERSON PHARR TX	Dealer Contact:	CHUCK POTES
		Phone:	
		Fax:	
		PO Number:	
Invoice to:	HIDALGO DRAINAGE DIST 1	Requested ship date:	
		Quote Date:	9/28/2009
		Quote Number:	792CJ
Customer:	HIDALGO DRAINAGE DIST 1	State contract order?	BUYBOARD QUOTE

Please direct questions to:
Carrie Puthoff
Ph: 800-843-6849
Fax: 800-716-7620
cputhoff@tiger-mowers.com

QTY	Part #/Model #	Description	List Price	Net Price
1		JOYSTICK	$6,215	$ 5,096.30
1	RADIO/AM/FM		$ 250.00	$ 205.00
1	OPTION	SLOW MOVING SIGN	NC	
1	OPTION	FIRE ESTINGUSHER	$ 92.00	$ 75.44
1	OPTION	LIGHT STROBE	$ 255.00	$ 209.10
1	OPTIONAL 2YRS TOTAL	ADDITONAL 1YR WARRANTY/250 DEDUCT		$ 980.00
1	OPTIONAL 3YRS TOTAL	ADDITONAL 2YR WARRANTY/250 DEDUCT		$ 1,958.00
1	OPTIONAL 4YRS TOTAL	WARRANTY TRACTOR TOTAL OF 4YRS		$ 3,206.00
		OR 4000 HRS FULL WARRANTY/250 DEDUCT		
1				
				$ -

TRACTOR INFORMATION:		Transmission	
Make/Model:		Cab Type	
Tire size	Front	2WD or MFWD	
	Rear		

Additional information:
Standard Warranty on the Tiger Unit is 1 Year
Standard Warranty on the John Deere 6330 is 2500 hrs or 2years whichever comes first

Sales Order: _____

Anticipated
Ship Date: _____

ATTENTION! Please review ALL information shown on this acknowledgement. Note any necessary changes or corrections. By signing and returning this acknowledgement, you are approving the order as shown. Please sign and return to Carrie via fax at 800-716-7620.

Order Approved By:_____
Date: _____

Please return this form as quickly as possible. Delay in returning this form may result in a processing delay of your order.

AI-18297 **28.E.1.**

Removal of Assets from Inventory List

CC REGULAR

Date:	11/03/2009
Submitted By:	Gabriel Navarro, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department

Information

CAPTION

370th District Court:
Requesting authorization and approval to remove the following Hidalgo County Fixed Assets from the current inventory list:

a. Exhibit "A" (see attachment) for said items to be removed.

BACKGROUND

All efforts were exhausted though the Hidalgo County 370th District Court as well as I.T. Department and Fixed Asset Division to locate said items in attachment Exhibit "A". However, due to lapse of time and County Department staff changes, information is not available. Please see Attachment

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No budgetary impact.

Attachments

Link: Affidavit/Exhibit A

Link: BACKUP

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	10/29/2009 09:53 AM	APRV
2	Budget & Management	Erika Zamora	10/29/2009 12:33 PM	APRV
3	Sylvia Solis	Sylvia Solis	10/30/2009 02:58 PM	APRV
4	Auditor's Office		10/30/2009 04:23 PM	NEW

Form Started By: Gabriel Navarro — Started On: 10/28/2009 03:28 PM

Final Approval Date: 10/30/2009

AFFIDAVIT

State of Texas |
|
County of Hidalgo |

Before me, the undersigned authority, a Notary Public and in for the State of Texas, on the same date personally appeared Noé González, who after being duly sworn, deposes and says:

My name is Noé González and I am the District Judge of the 370th Judicial District Court, and as such, I am also the Department Head of this Department.

I am requesting that the Hidalgo County Commissioner's Court and/or the Hidalgo County Purchasing Department remove the items listed on Exhibit A, attached hereto, as inventory in this Department's possession. These items are or were in the inventory and possession of the Information Technology Department. As such these items are no longer physically present in this Department or part of our inventory.

These items have been searched for by the Purchasing Department and this Department with the assistance of Gabriel Navarro, and we have gone through our current inventory.

The above information is true and correct to the best of my knowledge.

Noé González, Affiant

State of Texas

County of Hidalgo

FRANCISCO B. MORENO NOTARY PUBLIC STATE OF TEXAS EXPIRES 6-28-2011

Sworn to and subscribed before me, a Notary Public, in and for the State of Texas on this the 30th day of September, 2009.

NOTARY PUBLIC, State of Texas

Hidalgo County

370th District Court Office

The Honorable Judge Noe Gonzalez

Exhibit "A"

QTY.	ASSET TAG	DESCRIPTION	SERIAL NO.	ACQ. DATE
1	17382	1 LEGAL BOOKS(128)		2/25/1985
1	21754	1 3-M	R1927406	1/23/1990
1	26455	1 CAPS COMP 386 DX 40,MB W/14" VGA MON.	427	8/9/1993
1	28943	1 TOSHIBA SATELLITE PRO PENT-MULT MED NTBK	2631600	12/13/1995
1	30535	1 TOSHIBA SATELLITE 115CS	PA12240-52A	1/28/1997
1	30536	1 PACKARD BELL D130	N268027228	1/28/1997
1	31196	1 TOSHIBA 205CDS, PENTIUM W/ZOOM VIDEO		9/8/1997
1	31197	1 TOSHIBA SATELLITE 115CS, PENTIUM 8MB RAM	8655615	9/8/1997
1	31198	1 TOSHIBA SATELLITE 115CS, PENTIUM 8MB RAM		9/8/1997
1	32991	1 266 MHZ K6 MMX ENH COMPAQ	1V8BBY8BR00E	1/11/1999
1	32992	1 266 MHZ MMX ENH COMPAQ	1V8BBY8BR0PD	1/11/1999
1	32993	1 300 MHZ AMD K6 MMX COMPAQ	V717BPF1968	1/11/1999
1	34207	1 PLAIN PAPER COPYBOARD	80579	1/31/2000
1	34359	1 CPU PIII 500MHZ		2/8/2000
1	34464	1 INSPIRON 7500 W/PENTIUM III	9963129T	3/7/2000
1	35653	1 733MHZ CPU INTEL III TOWER ATX		1/23/2001
1	35654	1 733MHZ CPU INTEL III TOWER ATX		1/23/2001
1	36235	1 LATITUDE C800 LAPTOP		2/27/2001
1	36264	1 HP LASERJET 4050N NETW PRINTER		2/6/2001
1	36906	1 DELL PC W/MONITOR		8/14/2001
1	37510	1 LANIER MODEL 5518M COPIER		1/22/2002
1	40060	1 TOSHIBA 60GB 512MB XPH	SX2039292C	2/18/2003
1	40520	1 BK PC BARE BONE SYST W/INTEL CPU 2.4GHZ		4/29/2003
1	40521	1 BK PC BARE BONE SYST W/INTEL CPU 2.4GHZ		4/29/2003
1	40522	1 BK PC BARE BONE SYST W/INTEL CPU 2.4GHZ		4/29/2003
1	41925	1 PLUS ELECTRONIC COPYBOARD	402789	1/30/2004
1	43068	1 MOBILE INTEL PENTIUM M PROCESSO W/CENTRI		1/25/2005

Hidalgo County

370th District Court Office

The Honorable Judge Noe Gonzalez

DEPRECIATION REPORT

QTY.	ASSET TAG	DESCRIPTION	SERIAL NO.	ACQ. YEAR	EST. LIFE (YRS)	EST. USED (YRS)	LIFE (YRS) REMAINING	EST. VALUE
1	17382	1 LEGAL BOOKS(128)		1985	10	24	(14.00)	$0.00
1	21754	1 3-M	R1927406	1990	7	19	(12.00)	$0.00
1	26455	1 CAPS COMP 386 DX 40,MB W/14" VGA MON.	427	1993	6	16	(10.00)	$0.00
1	28943	1 TOSHIBA SATELLITE PRO PENT-MULT MED NTBK	2631600	1995	10	14	(4.00)	$0.00
1	30535	1 TOSHIBA SATELLITE 115CS	PA12240-52A	1997	10	12	(2.00)	$0.00
1	30536	1 PACKARD BELL D130	N268027228	1997	6	12	(6.00)	$0.00
1	31196	1 TOSHIBA 205CDS, PENTIUM W/ZOOM VIDEO		1997	6	12	(6.00)	$0.00
1	31197	1 TOSHIBA SATELLITE 115CS, PENTIUM 8MB RAM	8655615	1997	6	12	(6.00)	$0.00
1	31198	1 TOSHIBA SATELLITE 115CS, PENTIUM 8MB RAM		1997	6	12	(6.00)	$0.00
1	32991	1 266 MHZ K6 MMX ENH COMPAQ	1V8BBY8BR00E	1999	6	10	(4.00)	$0.00
1	32992	1 266 MHZ MMX ENH COMPAQ	1V8BBY8BR0PD	1999	6	10	(4.00)	$0.00
1	32993	1 300 MHZ AMD K6 MMX COMPAQ	V717BPF1968	1999	6	10	(4.00)	$0.00
1	34207	1 PLAIN PAPER COPYBOARD	80579	2000	7	9	(2.00)	$0.00
1	34359	1 CPU PIII 500MHZ		2000	6	9	(3.00)	$0.00
1	34464	1 INSPIRON 7500 W/PENTIUM III	9963129T	2000	6	9	(3.00)	$0.00
1	35653	1 733MHZ CPU INTEL III TOWER ATX		2001	6	8	(2.00)	$0.00
1	35654	1 733MHZ CPU INTEL III TOWER ATX		2001	6	8	(2.00)	$0.00
1	36235	1 LATITUDE C800 LAPTOP		2001	6	8	(2.00)	$0.00
1	36264	1 HP LASERJET 4050N NETW PRINTER		2001	7	8	(1.00)	$0.00
1	36906	1 DELL PC W/MONITOR		2001	6	8	(2.00)	$0.00
1	37510	1 LANIER MODEL 5518M COPIER		2002	7	7	0.00	$0.00
1	40060	1 TOSHIBA 60GB 512MB XPH	SX2039292C	2003	6	6	0.00	$0.00
1	40520	1 BK PC BARE BONE SYST W/INTEL CPU 2.4GHZ		2003	6	6	0.00	$0.00
1	40521	1 BK PC BARE BONE SYST W/INTEL CPU 2.4GHZ		2003	6	6	0.00	$0.00
1	40522	1 BK PC BARE BONE SYST W/INTEL CPU 2.4GHZ		2003	6	6	0.00	$0.00
1	41925	1 PLUS ELECTRONIC COPYBOARD	402789	2004	7	5	2.00	$344.71
1	43068	1 MOBILE INTEL PENTIUM M PROCESSO W/CENTRI		2005	5	4	1.00	$463.51

AI-18320 **28.F.1.**

Requesting Authority to exercise Extensions with TEDSI Infrastructure Group for Pct 1 BCAP Projects

CC REGULAR

Date:	11/03/2009
Submitted By:	Yvette Islas, PURCHASING DEPT.
Submitted For:	Agapito Vargas
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department
Purchasing only:	CAP Pct.1

Information

CAPTION

Pursuant to the provisions of the current contract between Hidalgo County (Pct. #1) and TEDSI Infrastructure Group (for the provision of engineering services), requesting approval of the following:

a. Supplemental Agreement #1-extending contract #C-CAP-08-014-09-30-effective November 7, 2009 through the completion of BCAP Round II Projects, under the same rates, terms, and conditions ; and,

b. Supplemental Agreement #2-extending contract #C-CAP-08-028-10-28-effective November 7, 2009 through April 22, 2010 under the same rates, terms and conditions.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1311-431-00-121-XXX-X-XXX

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

BUDGETARY IMPACT:

Please refer to attached expense report for Pct. 1 Round II BCAP projects for funding availability as of 10-31-09.

C-CAP-08-014-09-30

FISCAL YEAR: 2009 **ACCT. #:** 9-1312-431-00-121-XXX-X-XXX

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

BUDGETARY IMPACT:

Please refer to attached expense report for Pct. 1 Round III BCAP projects for funding availability as of 10-31-09.

C-CAP-08-028-10-28

Attachments

Link: supl ccap 08.014.09.30 tedisr2

Link: ctr lng rnd2 18320

Link: supl2 tedsi to ccap08.028.10.28

Link: ctr lng rnd 3 18320

Link: Round II & III expense report as of 10-31-09

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	10/29/2009 04:25 PM	APRV
2	Budget & Management	Erika Zamora	10/30/2009 07:31 AM	APRV
3	Ivan Cantu	Ivan Cantu	10/30/2009 07:44 AM	APRV
4	Auditor's Office		10/30/2009 04:23 PM	NEW

Form Started By: Yvette Islas Started On: 10/29/2009 01:05 PM

Final Approval Date: 10/30/2009

EXHIBIT "F"

SUPPLEMENTAL AGREEMENT FORM

C-CAP-08-014-09-30

Supplemental Agreement Form

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SUPPLEMENTAL AGREEMENT NO. 1

TO AGREEMENT FOR PROFESSIONAL SERVICES

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

WITNESSETH

WHEREAS, the **Owner** and the **Engineer** executed the **Agreement** on the **30th** day of **September 2008** concerning engineering for Preliminary, Design and Construction Phase Services for the Texas Department of Transportation Border Colonia Access Funded Colonias Round II for Hidalgo County Precinct Number **1** (hereinafter referred to as the "**Project**"); and,

WHEREAS, Article 3.1 of the **Agreement**, (Termination Date), establishes that this Agreement is to terminate at the close of business on November 6, 2008; and,

WHEREAS, it has become necessary to amend the Agreement to extend the termination date of this Agreement.

A. AGREEMENT

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

I. Article 3.1 of the **Agreement**, (Termination Date), is revised to extend the termination date thru "the completion of Round II Projects"

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

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

THE ENGINEER:
TEDSI INFRASTRUCTURE GROUP

BY:_____
Jesse Salinas.

Address for Giving Notices:
1201 E EXPRESSWAY 83
MISSION, TEXAS 78572

THE OWNER:
HIDALGO COUNTY

BY:_____
Juan D. Salinas III, County Judge

ATTESTED

BY:_____
Arturo Guajardo Jr., County Clerk

LIST OF ATTACHMENTS

(as required)

1st & 2nd Call

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

AGREEMENT FOR PROFESSIONAL SERVICES
C-CAP-08-014-09-30

THIS AGREEMENT is made effective the 30th day of SEPTEMBER 2008, by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the **"Owner"**, and **TEDSI INFRASTRUCTURE GROUP, Inc.,** professional engineers of Mission, Texas, hereinafter called the **"Engineer".**

WITNESSETH:

Whereas, the **Owner** desires to Contract with the **Engineer** to provide professional engineering services for Preliminary, Design and Construction Phase Services for the Texas Department of Transportation Border Colonia Access Funded Colonias Round II for **Hidalgo County Precinct No 1** (hereinafter referred to as the **"Project).**

NOW, THEREFORE, the **Owner** and the **Engineer** in consideration of the mutual covenants and agreements herein contained do mutually agree as follows:

ARTICLE 1. Employment of Engineer. The **Owner** agrees to employ the **Engineer** and the **Engineer** agrees to perform professional engineering services in connection with the **Project** as stated in the articles to follow, and for having rendered such services, the owner agrees to pay the **Engineer** compensation as stated in the articles to follow.

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

2.1 Scope of Work For this Agreement, the professional services to be provided by the **Engineer**, are more particularly identified in **EXHIBIT "B"**, attached hereto.

2.2 Classification of Services The **Owner** will furnish items and provide those services for the

development of the **Project** and fulfillment of this Agreement, as identified in **EXHIBIT "A"** ***Services to be Provided by the Owner***, attached hereto and made a part of this Agreement.

ARTICLE 3. Period of Service. Upon execution of this Agreement, the **Engineer** shall proceed with the work outlined under Article 2 hereof.

3.1 Termination Date. This Agreement shall terminate at the close of business on **November 6, 2009** (hereinafter referred to as the "**Termination Date**"), unless extended by written supplemental agreement, as provided in Article 8 hereof, duly executed by the **Engineer** and the **Owner** prior to the **Termination Date**, or otherwise terminated as provided in Article 3.4 herein and below. The **Owner** assumes no liability or obligation for payment to the **Engineer** for work performed or costs incurred by the **Engineer** prior to the date authorized by the **Owner** for the **Engineer** to begin work, during periods when work is suspended, or subsequent to the **Termination Date.**

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

3.3 Suspension of Work. Should the **Owner** desire to suspend the work under this Agreement, but not terminate this Agreement, the **Owner** shall provide thirty (30) calendar days verbal notification to the **Engineer**, followed by written confirmation from the **Owner** to the **Engineer** to that effect. The thirty-day notice may be waived as agreed in writing by both the **Owner** and the **Engineer**. The work under this Agreement may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from the **Owner** to the **Engineer**. The sixty-day notice may be waived as agreed in writing by both the **Owner** and the **Engineer.**

If the **Owner** suspends the work, the **Termination Date** as identified above is not affected, and this

IN WITNESS WHEREOF, the **Engineer** and the **Owner** have caused this **Agreement for Professional Services** to be effective as of the 30th day of SEPTEMBER, 2008.

ENGINEER: TESDI INFRASTRUCTURE GROUP

BY: _____

~~Mark W. Lupher, R.E., RPLS, CFM Principal~~ CRAIG F. STONG, P.E., PRINCIPAL

OWNER:
HIDALGO COUNTY

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

ATTEST:

_____
Arturo Guajardo, Jr., Hidalgo County Clerk

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

By: _____

ATTACHMENTS:

EXHIBIT A	- Scope of Services to be Provided by the Owner
EXHIBIT B	- Scope of Services to be provided by the Engineer
EXHIBIT C	- Work Schedule
EXHIBIT D	- Engineer's Agreement Rates
EXHIBIT D1	- Fee Breakdown
EXHIBIT E	- Work Authorization Form
EXHIBIT F	- Supplemental Agreement Form
EXHIBIT G	- Certificate of Insurance (*Hidalgo County)*

EXHIBIT "F"

SUPPLEMENTAL AGREEMENT FORM

C-CAP-08-028-10-28

Supplemental Agreement Form

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SUPPLEMENTAL AGREEMENT NO. 2

TO AGREEMENT FOR PROFESSIONAL SERVICES

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

WITNESSETH

WHEREAS, the **Owner** and the **Engineer** executed the **Agreement** on the **10th** day of **October 2008** concerning engineering for Preliminary, Design and Construction Phase Services for the Texas Department of Transportation Border Colonia Access Funded Colonias for Hidalgo County Precinct Number **1** (hereinafter referred to as the "**Project**"); and,

WHEREAS, Article 3.1 of the **Agreement**, (Termination Date), establishes that this Agreement is to terminate at the close of business on November 6, 2009; and,

WHEREAS, it has become necessary to amend the Agreement to extend the termination date of this Agreement.

A. AGREEMENT

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

I. Article 3.1 of the **Agreement**, (Termination Date), is revised to extend the termination date to the close of business on **April 22, 2010**.

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

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

THE ENGINEER:
TEDSI INFRASTRUCTURE GROUP, INC.

BY:_____
Jesse Salinas

Address for Giving Notices:
1201 E. Expressway 83
Mission, Texas 78572

THE OWNER:
HIDALGO COUNTY

BY:_____
Juan D. Salinas III, County Judge

ATTESTED

By: _____
Arturo Guajardo Jr., County Clerk

LIST OF ATTACHMENTS

(as required)

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

AGREEMENT FOR PROFESSIONAL SERVICES
C-CAP-08-028-10-28

THIS AGREEMENT is made effective the 10th day of **October 2008**, by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the **"Owner"**, and **TEDSI INFRASTRUCTURE GROUP, Inc.,** professional engineers of Mission, Texas, hereinafter called the **"Engineer".**

WITNESSETH:

Whereas, the **Owner** desires to Contract with the **Engineer** to provide professional engineering services for Preliminary, Design and Construction Phase Services for the Texas Department of Transportation Border Colonia Access Funded Colonias Round III for **Hidalgo County Precinct No 1** (hereinafter referred to as the **"Project**).

NOW, THEREFORE, the **Owner** and the **Engineer** in consideration of the mutual covenants and agreements herein contained do mutually agree as follows:

ARTICLE 1. Employment of Engineer. The **Owner** agrees to employ the **Engineer** and the **Engineer** agrees to perform professional engineering services in connection with the **Project** as stated in the articles to follow, and for having rendered such services, the owner agrees to pay the **Engineer** compensation as stated in the articles to follow.

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

2.1 Scope of Work For this Agreement, the professional services to be provided by the **Engineer**, are more particularly identified in **EXHIBIT "B"**, attached hereto.

2.2 Classification of Services The **Owner** will furnish items and provide those services for the

development of the **Project** and fulfillment of this Agreement, as identified in **EXHIBIT "A"** ***Services to be Provided by the Owner***, attached hereto and made a part of this Agreement.

ARTICLE 3. Period of Service. Upon execution of this Agreement, the **Engineer** shall proceed with the work outlined under Article 2 hereof.

3.1 Termination Date. This Agreement shall terminate at the close of business on **November 6, 2009** (hereinafter referred to as the "**Termination Date**"), unless extended by written supplemental agreement, as provided in Article 8 hereof, duly executed by the **Engineer** and the **Owner** prior to the **Termination Date**, or otherwise terminated as provided in Article 3.4 herein and below. The **Owner** assumes no liability or obligation for payment to the **Engineer** for work performed or costs incurred by the **Engineer** prior to the date authorized by the **Owner** for the **Engineer** to begin work, during periods when work is suspended, or subsequent to the **Termination Date.**

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

3.3 Suspension of Work. Should the **Owner** desire to suspend the work under this Agreement, but not terminate this Agreement, the **Owner** shall provide thirty (30) calendar days verbal notification to the **Engineer**, followed by written confirmation from the **Owner** to the **Engineer** to that effect. The thirty-day notice may be waived as agreed in writing by both the **Owner** and the **Engineer**. The work under this Agreement may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from the **Owner** to the **Engineer**. The sixty-day notice may be waived as agreed in writing by both the **Owner** and the **Engineer.**

If the **Owner** suspends the work, the **Termination Date** as identified above is not affected, and this

IN WITNESS WHEREOF, the **Engineer** and the **Owner** have caused this **Agreement for Professional Services** to be effective as of the 5th day of November, 2008.

ENGINEER: TESDI INFRASTRUCTURE GROUP

BY: _____
Jesse Salinas

OWNER:
HIDALGO COUNTY

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

ATTEST:

_____
Arturo Guajardo. Jr., Hidalgo County Clerk

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

By: _____

ATTACHMENTS:

EXHIBIT A	- Scope of Services to be Provided by the Owner
EXHIBIT B	- Scope of Services to be provided by the Engineer
EXHIBIT C	- Work Schedule
EXHIBIT D	- Engineer's Agreement Rates
EXHIBIT D1	- Fee Breakdown
EXHIBIT E	- Work Authorization Form
EXHIBIT F	- Supplemental Agreement Form
EXHIBIT G	- Certificate of Insurance (*Hidalgo County)*

Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
1311 BORDER COLONIA ACCESS PROGRAM ROUND 2							
019							
9-1311-431-00-121-019-1-312	AGUA DULCE-INDIRECT COST	.00	2.34	.00	2.30	.04	98.29
9-1311-431-00-121-019-1-334	AGUA DULCE-ENG & ARCH SRV	.00	177.18	62.99	114.19	.00	100.00
9-1311-431-00-121-019-1-339	AGUA DULCE-OTHER PROF SRV	.00	775.24	.93	774.31	.00	100.00
9-1311-431-00-121-019-1-731	AGUA DULCE-ROADS	.00	30,365.58	19,086.83	8,106.21	3,172.54	89.55
9-1311-431-00-121-019-1-733	AGUA DULCE-DRAINAGE DITCHES	.00	6,814.50	.00	838.80	5,975.70	12.31
019		**.00**	**38,134.84**	**19,150.75**	**9,835.81**	**9,148.28**	**76.01**
066							
9-1311-431-00-121-066-0-334	BAR #3-ENG & ARCH SRV	.00	1,129.25	.00	1,129.25	.00	100.00
066		**.00**	**1,129.25**	**.00**	**1,129.25**	**.00**	**100.00**
071							
9-1311-431-00-121-071-1-312	BARBOSA LOPEZ #1-INDIRECT COST	.00	2,197.96	.00	1,754.07	443.89	79.80
9-1311-431-00-121-071-1-334	BARBOSA LOPEZ #1-ENG & ARCH SRV	.00	550.83	195.82	355.01	.00	100.00
9-1311-431-00-121-071-1-339	BARBOSA LOPEZ #1-OTHER PROF SRV	.00	1,909.42	1,909.42	.00	.00	100.00
9-1311-431-00-121-071-1-731	BARBOSA LOPEZ #1-ROADS	.00	75,075.20	72,075.20	3,000.00	.00	100.00
9-1311-431-00-121-071-1-733	BARBOSA LOPEZ #1-DRAINAGE DITCHES	.00	37,610.44	.00	8,388.00	29,222.44	22.30
071		**.00**	**117,343.85**	**74,180.44**	**13,497.08**	**29,666.33**	**74.72**
103							
9-1311-431-00-121-103-1-312	BERNAL HEIGHTS #1-INDIRECT COST	.00	2,191.67	.00	1,747.59	444.08	79.74
9-1311-431-00-121-103-1-334	BERNAL HEIGHTS #1-ENG & ARCH SRV	.00	153.03	.00	153.03	.00	100.00
9-1311-431-00-121-103-1-339	BERNAL HEIGHTS #1-OTHER PROF SRV	.00	779.62	779.62	.00	.00	100.00
9-1311-431-00-121-103-1-731	BERNAL HEIGHTS #1-ROADS	.00	19,752.99	.00	.00	19,752.99	.00
9-1311-431-00-121-103-1-733	BERNAL HEIGHTS #1-DRAINAGE DITCHES	.00	11,561.05	.00	.00	11,561.05	.00
103		**.00**	**34,438.36**	**779.62**	**1,900.62**	**31,758.12**	**7.78**
105							
9-1311-431-00-121-105-1-312	BERNAL-INDIRECT COST	.00	2,010.95	.00	1,029.51	981.44	51.20
9-1311-431-00-121-105-1-334	BERNAL-ENG & ARCH SRV	.00	284.33	.00	284.33	.00	100.00
9-1311-431-00-121-105-1-339	BERNAL-OTHER PROF SRV	.00	1,310.60	100.13	1,210.27	.20	99.98
9-1311-431-00-121-105-1-731	BERNAL-ROADS	.00	654.64	.00	.00	654.64	.00
9-1311-431-00-121-105-1-733	BERNAL-DRAINAGE DITCHES	.00	3,176.56	.00	1,456.56	1,720.00	45.85
9-1311-431-00-121-105-1-734	BERNAL-SUBDIVISION STREETS	.00	54,834.00	.00	54,834.00	.00	100.00
105		**.00**	**62,271.08**	**100.13**	**58,814.67**	**3,356.28**	**94.61**
132							
9-1311-431-00-121-132-0-339	CANA DE AZUCAR-OTHER PROF SRV	.00	270.16	270.04	.00	.12	99.96
132		**.00**	**270.16**	**270.04**	**.00**	**.12**	**99.96**

Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
1311 BORDER COLONIA ACCESS PROGRAM ROUND 2							
137							
9-1311-431-00-121-137-0-312	CAPISALLO PARK-INDIRECT COST	.00	.35	.00	.00	.35	.00
137		**.00**	**.35**	**.00**	**.00**	**.35**	**.00**
150							
9-1311-431-00-121-150-1-334	CHAPA III-ENG & ARCH SRV	.00	105.16	.00	89.43	15.73	85.04
9-1311-431-00-121-150-1-339	CHAPA III-OTHER PROF SRV	.00	360.35	354.06	.00	6.29	98.25
9-1311-431-00-121-150-1-733	CHAPA III-DRAINAGE DITCHES	.00	1,335.49	.00	.00	1,335.49	.00
150		**.00**	**1,801.00**	**354.06**	**89.43**	**1,357.51**	**24.62**
230							
9-1311-431-00-121-230-1-312	DIMAS #3-INDIRECT COST	.00	3,206.66	.00	2,768.74	437.92	86.34
9-1311-431-00-121-230-1-334	DIMAS #3-ENG & ARCH SRV	.00	287.70	102.28	185.42	.00	100.00
9-1311-431-00-121-230-1-339	DIMAS #3-OTHER PROF SRV	.00	1,437.46	1,437.46	.00	.00	100.00
9-1311-431-00-121-230-1-731	DIMAS #3-ROADS	.00	53,732.25	.00	.00	53,732.25	.00
9-1311-431-00-121-230-1-733	DIMAS #3-DRAINAGE DITCHES	.00	6,641.07	.00	.00	6,641.07	.00
230		**.00**	**65,305.14**	**1,539.74**	**2,954.16**	**60,811.24**	**6.88**
244							
9-1311-431-00-121-244-0-312	EL MESQUITE-INDIRECT COST	.00	3,191.81	.00	2,754.83	436.98	86.31
9-1311-431-00-121-244-0-334	EL MESQUITE-ENG & ARCH SRV	.00	393.25	139.80	253.45	.00	100.00
9-1311-431-00-121-244-0-339	EL MESQUITE-OTHER PROF SRV	.00	1,794.82	1,794.82	.00	.00	100.00
9-1311-431-00-121-244-0-731	EL MESQUITE-ROADS	.00	51,163.91	.00	.00	51,163.91	.00
9-1311-431-00-121-244-0-733	EL MESQUITE-DRAINAGE DITCHES	.00	31,358.53	.00	.00	31,358.53	.00
244		**.00**	**87,902.32**	**1,934.62**	**3,008.28**	**82,959.42**	**5.62**
245							
9-1311-431-00-121-245-1-312	EL MONTE-INDIRECT COST	.00	2,192.23	.00	1,748.56	443.67	79.76
9-1311-431-00-121-245-1-334	EL MONTE-ENG & ARCH SRV	.00	437.99	21.90	416.09	.00	100.00
9-1311-431-00-121-245-1-339	EL MONTE-OTHER PROF SRV	.00	1,483.46	4.39	1,473.71	5.36	99.64
9-1311-431-00-121-245-1-731	EL MONTE-ROADS	.00	85,252.50	.00	85,252.50	.00	100.00
9-1311-431-00-121-245-1-733	EL MONTE-DRAINAGE DITCHES	.00	19,783.50	.00	19,783.50	.00	100.00
245		**.00**	**109,149.68**	**26.29**	**108,674.36**	**449.03**	**99.59**
318							
9-1311-431-00-121-318-1-312	HIGH LAND-INDIRECT COST	.00	7.40	.00	7.40	.00	100.00
9-1311-431-00-121-318-1-334	HIGH LAND-ENG & ARCH SRV	.00	422.14	.00	422.14	.00	100.00
9-1311-431-00-121-318-1-339	HIGH LAND-OTHER PROF SRV	.00	815.98	404.41	370.59	40.98	94.98
9-1311-431-00-121-318-1-734	HIGH LAND-SUBDIVISION STREETS	.00	2,722.80	.00	2,722.80	.00	100.00
318		**.00**	**3,968.32**	**404.41**	**3,522.93**	**40.98**	**98.97**

Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
1311 BORDER COLONIA ACCESS PROGRAM ROUND 2							
368							
9-1311-431-00-121-368-0-312	LA BLANCA HEIGHTS-INDIRECT COST	.00	1,164.53	.00	.00	1,164.53	.00
368		**.00**	**1,164.53**	**.00**	**.00**	**1,164.53**	**.00**
391							
9-1311-431-00-121-391-0-312	LA PALMA S/D-INDIRECT COST	.00	11.48	.00	11.48	.00	100.00
9-1311-431-00-121-391-0-334	LA PALMA S/D-ENG & ARCH SRV	.00	666.14	66.61	599.53	.00	100.00
9-1311-431-00-121-391-0-339	LA PALMA S/D-OTHER PROF SRV	.00	3,038.30	1.29	1,025.39	2,011.62	33.79
9-1311-431-00-121-391-0-731	LA PALMA S/D-ROADS	.00	34,123.01	.00	30,353.93	3,769.08	88.95
9-1311-431-00-121-391-0-733	LA PALMA S/D-DRAINAGE DITCHES	.00	13,751.58	.00	.00	13,751.58	.00
9-1311-431-00-121-391-0-734	LA PALMA S/D-SUBDIVISION STREETS	.00	21,295.30	.00	21,295.30	.00	100.00
391		**.00**	**72,885.81**	**67.90**	**53,285.63**	**19,532.28**	**73.20**
392							
9-1311-431-00-121-392-0-312	LA PALOMA #1-INDIRECT COST	.00	925.75	.00	.00	925.75	.00
392		**.00**	**925.75**	**.00**	**.00**	**925.75**	**.00**
461							
9-1311-431-00-121-461-0-312	MID VALLEY ESTATES-INDIRECT COST	.00	.26	.00	.00	.26	.00
461		**.00**	**.26**	**.00**	**.00**	**.26**	**.00**
495							
9-1311-431-00-121-495-0-312	NORTH CAPISALLO-INDIRECT COST	.00	2,486.57	.00	2,042.69	443.88	82.15
9-1311-431-00-121-495-0-334	NORTH CAPISALLO-ENG & ARCH SRV	.00	260.70	92.70	168.00	.00	100.00
9-1311-431-00-121-495-0-339	NORTH CAPISALLO-OTHER PROF SRV	.00	1,302.54	1,302.54	.00	.00	100.00
9-1311-431-00-121-495-0-731	NORTH CAPISALLO-ROADS	.00	44,859.48	.00	.00	44,859.48	.00
9-1311-431-00-121-495-0-733	NORTH CAPISALLO-DRAINAGE DITCHES	.00	9,847.20	.00	.00	9,847.20	.00
495		**.00**	**58,756.49**	**1,395.24**	**2,210.69**	**55,150.56**	**6.14**
509							
9-1311-431-00-121-509-1-312	OLD REBEL HEIGHTS-INDIRECT COST	.00	2,452.60	.00	.00	2,452.60	.00
9-1311-431-00-121-509-1-334	OLD REBEL HEIGHTS-ENG & ARCH SRV	.00	2,316.13	.00	.00	2,316.13	.00
9-1311-431-00-121-509-1-339	OLD REBEL HEIGHTS-OTHER PROF SRV	.00	981.38	981.38	.00	.00	100.00
509		**.00**	**5,750.11**	**981.38**	**.00**	**4,768.73**	**17.07**
510							
9-1311-431-00-121-510-1-312	OLD REBEL HEIGHTS II-INDIRECT COST	.00	.46	.00	.00	.46	.00
510		**.00**	**.46**	**.00**	**.00**	**.46**	**.00**
571							
9-1311-431-00-121-571-0-312	PUESTA DEL SOL-INDIRECT COST	.00	6,289.99	.00	5,865.74	424.25	93.26
9-1311-431-00-121-571-0-334	PUESTA DEL SOL-ENG & ARCH SRV	.00	1,022.35	363.45	658.90	.00	100.00

Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
1311 BORDER COLONIA ACCESS PROGRAM ROUND 2							
571							
9-1311-431-00-121-571-0-339	PUESTA DEL SOL-OTHER PROF SRV	.00	5,108.00	3,591.10	1,516.90	.00	100.00
9-1311-431-00-121-571-0-731	PUESTA DEL SOL-ROADS	.00	160,902.00	78,332.59	14,083.36	68,486.05	57.44
9-1311-431-00-121-571-0-733	PUESTA DEL SOL-DRAINAGE DITCHES	.00	53,634.00	.00	10,485.00	43,149.00	19.55
571		**.00**	**226,956.34**	**82,287.14**	**32,609.90**	**112,059.30**	**50.63**
575							
9-1311-431-00-121-575-0-312	RC BABB #1-INDIRECT COST	.00	8.24	.00	.00	8.24	.00
575		**.00**	**8.24**	**.00**	**.00**	**8.24**	**.00**
576							
9-1311-431-00-121-576-0-312	RC BABB #2-INDIRECT COST	.00	24.28	.00	.00	24.28	.00
576		**.00**	**24.28**	**.00**	**.00**	**24.28**	**.00**
577							
9-1311-431-00-121-577-0-312	RC BABB #3-INDIRECT COST	.00	3.34	.00	.00	3.34	.00
577		**.00**	**3.34**	**.00**	**.00**	**3.34**	**.00**
631							
9-1311-431-00-121-631-0-312	ROSEDALE HEIGHTS-INDIRECT COST	.00	2,107.62	.00	.00	2,107.62	.00
9-1311-431-00-121-631-0-334	ROSEDALE HEIGHTS-ENG & ARCH SRV	.00	2,631.69	.00	.00	2,631.69	.00
9-1311-431-00-121-631-0-731	ROSEDALE HEIGHTS-ROADS	.00	4,030.05	.00	.00	4,030.05	.00
631		**.00**	**8,769.36**	**.00**	**.00**	**8,769.36**	**.00**
865							
9-1311-431-00-121-865-1-312	DIMAS #1-INDIRECT COST	.00	2,200.21	.00	1,755.69	444.52	79.80
9-1311-431-00-121-865-1-334	DIMAS #1-ENG & ARCH SRV	.00	277.24	13.86	263.38	.00	100.00
9-1311-431-00-121-865-1-339	DIMAS #1-OTHER PROF SRV	.00	1,298.84	10.46	1,288.38	.00	100.00
9-1311-431-00-121-865-1-731	DIMAS #1-ROADS	.00	43,575.25	.00	43,575.25	.00	100.00
9-1311-431-00-121-865-1-733	DIMAS #1-DRAINAGE DITCHES	.00	14,655.05	.00	6,616.00	8,039.05	45.14
865		**.00**	**62,006.59**	**24.32**	**53,498.70**	**8,483.57**	**86.32**
897							
9-1311-431-00-121-897-1-312	MEL GRAY-INDIRECT COST	.00	3,197.22	.00	.00	3,197.22	.00
9-1311-431-00-121-897-1-334	MEL GRAY-ENG & ARCH SRV	.00	3,847.86	.00	.00	3,847.86	.00
9-1311-431-00-121-897-1-339	MEL GRAY-OTHER PROF SRV	.00	8,881.81	.00	6,583.00	2,298.81	74.12
9-1311-431-00-121-897-1-731	MEL GRAY-ROADS	.00	2,257.77	.00	.00	2,257.77	.00
897		**.00**	**18,184.66**	**.00**	**6,583.00**	**11,601.66**	**36.20**
1311 BORDER COLONIA ACCESS PROGRAM ROUND 2		**.00**	**977,150.57**	**183,496.08**	**351,614.51**	**442,039.98**	**54.76**
1312 BORDER COLONIA ACCESS PROGRAM ROUND 3							
063							
9-1312-431-00-121-063-0-312	BALLI ESTATES-INDIRECT COST	.00	20,681.18	.00	5,362.97	15,318.21	

Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
1312 BORDER COLONIA ACCESS PROGRAM ROUND 3							
063							
9-1312-431-00-121-063-0-312	BALLI ESTATES-INDIRECT COST						25.93
9-1312-431-00-121-063-0-334	BALLI ESTATES-ENG & ARCH SRV	.00	42,960.23	4,301.09	38,659.14	.00	100.00
9-1312-431-00-121-063-0-339	BALLI ESTATES-OTHER PROF SRV	.00	13,669.16	12,697.87	971.29	.00	100.00
9-1312-431-00-121-063-0-731	BALLI ESTATES-ROADS	.00	390,547.50	.00	.00	390,547.50	.00
9-1312-431-00-121-063-0-899	BALLI ESTATES-CONTINGENCY	.00	67,970.89	.00	.00	67,970.89	.00
063		**.00**	**535,828.96**	**16,998.96**	**44,993.40**	**473,836.60**	**11.57**
120							
9-1312-431-00-121-120-0-312	BRENDA GAY-INDIRECT COST	.00	916.30	.00	216.64	699.66	23.64
9-1312-431-00-121-120-0-334	BRENDA GAY-ENGINEERING & ARCHITECT SERVI	.00	8,802.91	1,760.58	7,042.33	.00	100.00
9-1312-431-00-121-120-0-339	BRENDA GAY-OTHER PROFESSIONAL SERV	.00	2,800.93	2,397.44	403.49	.00	100.00
9-1312-431-00-121-120-0-731	BRENDA GAY-ROADS	.00	69,226.50	.00	.00	69,226.50	.00
9-1312-431-00-121-120-0-733	BRENDA GAY-DRAINAGE DITCHES	.00	10,800.00	.00	.00	10,800.00	.00
9-1312-431-00-121-120-0-899	BRENDA GAY-CONTINGENCY	.00	17,409.77	.00	.00	17,409.77	.00
120		**.00**	**109,956.41**	**4,158.02**	**7,662.46**	**98,135.93**	**10.75**
148							
9-1312-431-00-121-148-0-312	CHAPA NORTH-INDIRECT COST	.00	2,682.07	.00	697.23	1,984.84	26.00
9-1312-431-00-121-148-0-334	CHAPA NORTH-ENG & ARCH SRV	.00	6,866.64	686.33	6,180.31	.00	100.00
9-1312-431-00-121-148-0-339	CHAPA NORTH-OTHER PROF SRV	.00	2,184.84	1,920.62	264.22	.00	100.00
9-1312-431-00-121-148-0-731	CHAPA NORTH-ROADS	.00	46,224.00	.00	.00	46,224.00	.00
9-1312-431-00-121-148-0-733	CHAPA NORTH-DRAINAGE DITCHES	.00	16,200.00	.00	.00	16,200.00	.00
9-1312-431-00-121-148-0-899	CHAPA NORTH-CONTINGENCY	.00	11,512.28	.00	.00	11,512.28	.00
148		**.00**	**85,669.83**	**2,606.95**	**7,141.76**	**75,921.12**	**11.38**
149							
9-1312-431-00-121-149-0-312	CHAPA SOUTH-INDIRECT COST	.00	2,577.55	.00	672.52	1,905.03	26.09
9-1312-431-00-121-149-0-334	CHAPA SOUTH-ENG & ARCH SRV	.00	6,074.64	608.47	5,466.17	.00	100.00
9-1312-431-00-121-149-0-339	CHAPA SOUTH-OTHER PROF SRV	.00	1,932.84	1,701.57	231.27	.00	100.00
9-1312-431-00-121-149-0-731	CHAPA SOUTH-ROADS	.00	46,224.00	.00	.00	46,224.00	.00
9-1312-431-00-121-149-0-733	CHAPA SOUTH-DRAINAGE DITCHES	.00	9,000.00	.00	.00	9,000.00	.00
9-1312-431-00-121-149-0-899	CHAPA SOUTH-CONTINGENCY	.00	9,971.19	.00	.00	9,971.19	.00
149		**.00**	**75,780.22**	**2,310.04**	**6,369.96**	**67,100.22**	**11.45**
181							
9-1312-431-00-121-181-0-312	COLONIA SAENZ-INDIRECT COST	.00	558.49	.00	131.77	426.72	23.59
9-1312-431-00-121-181-0-334	COLONIA SAENZ-ENGINEERING & ARCH SERVIC	.00	5,365.41	1,073.09	4,292.32	.00	100.00
9-1312-431-00-121-181-0-339	COLONIA SAENZ-OTHER PROFESSIONAL SERVICE	.00	1,707.18	1,707.18	.00	.00	100.00

Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
1312 BORDER COLONIA ACCESS PROGRAM ROUND 3							
181							
9-1312-431-00-121-181-0-731	COLONIA SAENZ-ROADS	.00	32,576.50	.00	.00	32,576.50	.00
9-1312-431-00-121-181-0-733	COLONIA SAENZ-DRAINAGE DITCHES	.00	16,200.00	.00	.00	16,200.00	.00
9-1312-431-00-121-181-0-899	COLONIA SAENZ-CONTINGENCY	.00	10,611.33	.00	.00	10,611.33	.00
181		**.00**	**67,018.91**	**2,780.27**	**4,424.09**	**59,814.55**	**10.75**
185							
9-1312-431-00-121-185-0-312	COLONIA WHALEN ROAD-INDIRECT COST	.00	3,778.69	.00	978.97	2,799.72	25.91
9-1312-431-00-121-185-0-334	COLONIA WHALEN ROAD-ENG & ARCH SRV	.00	9,991.52	1,806.80	8,184.72	.00	100.00
9-1312-431-00-121-185-0-339	COLONIA WHALEN ROAD-OTHER PROF SRV	.00	3,179.12	2,775.63	403.49	.00	100.00
9-1312-431-00-121-185-0-731	COLONIA WHALEN ROAD-ROADS	.00	64,076.00	.00	.00	64,076.00	.00
9-1312-431-00-121-185-0-733	COLONIA WHALEN ROAD-DRAINAGE DITCHES	.00	26,756.00	.00	.00	26,756.00	.00
9-1312-431-00-121-185-0-899	COLONIA WHALEN ROAD-CONTINGENCY	.00	16,878.64	.00	.00	16,878.64	.00
185		**.00**	**124,659.97**	**4,582.43**	**9,567.18**	**110,510.36**	**11.35**
215							
9-1312-431-00-121-215-0-312	DE ANDA SUBDIVISION-INDIRECT COST	.00	1,994.62	.00	560.46	1,434.16	28.10
9-1312-431-00-121-215-0-334	DE ANDA SUBDIVISION-ENG & ARCH SRV	.00	5,147.76	914.52	4,233.24	.00	100.00
9-1312-431-00-121-215-0-339	DE ANDA SUBDIVISION-OTHER PROF SRV	.00	1,638.56	1,235.07	403.49	.00	100.00
9-1312-431-00-121-215-0-731	DE ANDA SUBDIVISION-ROADS	.00	34,216.00	.00	.00	34,216.00	.00
9-1312-431-00-121-215-0-733	DE ANDA SUBDIVISION-DRAINAGE DITCHES	.00	12,600.00	.00	.00	12,600.00	.00
9-1312-431-00-121-215-0-899	DE ANDA SUBDIVISION-CONTINGENCY	.00	8,653.85	.00	.00	8,653.85	.00
215		**.00**	**64,250.79**	**2,149.59**	**5,197.19**	**56,904.01**	**11.43**
220							
9-1312-431-00-121-220-1-312	DELTA WEST SUBDIVISION-INDIRECT COST	.00	12,101.40	.00	3,142.72	8,958.68	25.97
9-1312-431-00-121-220-1-334	DELTA WEST SUBDIVISION-ENG & ARCH SRV	.00	28,466.19	4,997.23	23,468.96	.00	100.00
9-1312-431-00-121-220-1-339	DELTA WEST SUBDIVISION-OTHER PROF SRV	.00	9,057.42	8,152.53	904.89	.00	100.00
9-1312-431-00-121-220-1-731	DELTA WEST SUBDIVISION-ROADS	.00	217,183.50	.00	.00	217,183.50	.00
9-1312-431-00-121-220-1-733	DELTA WEST SUBDIVISION-DRAINAGE DITCHES	.00	41,600.00	.00	.00	41,600.00	.00
9-1312-431-00-121-220-1-899	DELTA WEST SUBDIVISION-CONTINGENCY	.00	46,702.68	.00	.00	46,702.68	.00
220		**.00**	**355,111.19**	**13,149.76**	**27,516.57**	**314,444.86**	**11.45**
228							
9-1312-431-00-121-228-1-312	DIAZ SUBDIVISION-INDIRECT COST	.00	2,142.33	.00	592.36	1,549.97	27.65
9-1312-431-00-121-228-1-334	DIAZ SUBDIVISION-ENG & ARCH SRV	.00	5,171.37	918.50	4,252.87	.00	100.00
9-1312-431-00-121-228-1-339	DIAZ SUBDIVISION-OTHER PROF SRV	.00	1,645.44	1,324.25	321.19	.00	100.00
9-1312-431-00-121-228-1-731	DIAZ SUBDIVISION-ROADS	.00	38,012.50	.00	.00	38,012.50	.00
9-1312-431-00-121-228-1-733	DIAZ SUBDIVISION-DRAINAGE DITCHES	.00	9,000.00	.00	.00	9,000.00	.00

Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
1312 BORDER COLONIA ACCESS PROGRAM ROUND 3							
228							
9-1312-431-00-121-228-1-899	DIAZ SUBDIVISION-CONTINGENCY	.00	8,542.06	.00	.00	8,542.06	.00
228		**.00**	**64,513.70**	**2,242.75**	**5,166.42**	**57,104.53**	**11.48**
232							
9-1312-431-00-121-232-0-312	COLONIA BOYCE-INDIRECT COST	.00	1,121.23	.00	276.63	844.60	24.67
9-1312-431-00-121-232-0-334	COLONIA BOYCE-ENGINEERING & ARCHIT SERVI	.00	10,771.64	2,154.33	8,617.31	.00	100.00
9-1312-431-00-121-232-0-339	COLONIA BOYCE-OTHER PROFESSIONAL SERVICE	.00	3,427.34	3,427.34	.00	.00	100.00
9-1312-431-00-121-232-0-731	COLONIA BOYCE-ROADS	.00	97,924.00	.00	.00	97,924.00	.00
9-1312-431-00-121-232-0-899	COLONIA BOYCE-CONTINGENCY	.00	21,303.37	.00	.00	21,303.37	.00
232		**.00**	**134,547.58**	**5,581.67**	**8,893.94**	**120,071.97**	**10.76**
319							
9-1312-431-00-121-319-0-312	HIGH POINT SUBDIVISION-INDIRECT COST	.00	4,670.66	.00	1,211.48	3,459.18	25.94
9-1312-431-00-121-319-0-334	HIGH POINT SUBDIVISION-ENG & ARCH SRV	.00	9,702.00	969.34	8,732.66	.00	100.00
9-1312-431-00-121-319-0-339	HIGH POINT SUBDIVISION-OTHER PROF SRV	.00	3,087.00	2,794.71	292.29	.00	100.00
9-1312-431-00-121-319-0-731	HIGH POINT SUBDIVISION-ROADS	.00	88,200.00	.00	.00	88,200.00	.00
9-1312-431-00-121-319-0-899	HIGH POINT SUBDIVISION-CONTINGENCY	.00	15,350.33	.00	.00	15,350.33	.00
319		**.00**	**121,009.99**	**3,764.05**	**10,236.43**	**107,009.51**	**11.57**
362							
9-1312-431-00-121-362-0-312	L & P-INDIRECT COST	.00	983.24	.00	.00	983.24	.00
9-1312-431-00-121-362-0-334	L & P-ENGINEERING & ARCHITECT SERVICES	.00	9,445.97	.00	.00	9,445.97	.00
9-1312-431-00-121-362-0-339	L & P-OTHER PROFESSIONAL SERVICES	.00	3,005.54	.00	.00	3,005.54	.00
9-1312-431-00-121-362-0-731	L & P-ROADS	.00	67,872.50	.00	.00	67,872.50	.00
9-1312-431-00-121-362-0-733	L & P-DRAINAGE DITCHES	.00	18,000.00	.00	.00	18,000.00	.00
9-1312-431-00-121-362-0-899	L & P-CONTINGENCY	.00	18,681.57	.00	.00	18,681.57	.00
362		**.00**	**117,988.82**	**.00**	**.00**	**117,988.82**	**.00**
387							
9-1312-431-00-121-387-0-312	LA MESA SUBDIVISION-INDIRECT COST	.00	5,759.99	.00	1,492.17	4,267.82	25.91
9-1312-431-00-121-387-0-334	LA MESA SUBDIVISION-ENG & ARCH SRV	.00	16,810.69	3,058.37	13,752.32	.00	100.00
9-1312-431-00-121-387-0-339	LA MESA SUBDIVISION-OTHER PROF SRV	.00	5,348.86	4,675.99	672.87	.00	100.00
9-1312-431-00-121-387-0-731	LA MESA SUBDIVISION-ROADS	.00	92,324.50	.00	.00	92,324.50	.00
9-1312-431-00-121-387-0-733	LA MESA SUBDIVISION-DRAINAGE DITCHES	.00	60,500.00	.00	.00	60,500.00	.00
9-1312-431-00-121-387-0-899	LA MESA SUBDIVISION-CONTINGENCY	.00	29,017.58	.00	.00	29,017.58	.00
387		**.00**	**209,761.62**	**7,734.36**	**15,917.36**	**186,109.90**	**11.28**
423							
9-1312-431-00-121-423-0-312	LOS CASTILLOS ESTATES-INDIRECT COST	.00	679.37	.00	171.49	507.88	25.24

Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
1312 BORDER COLONIA ACCESS PROGRAM ROUND 3							
423							
9-1312-431-00-121-423-0-334	LOS CASTILLOS ESTATES-ENG & ARCH SERVICE	.00	6,526.69	1,305.34	5,221.35	.00	100.00
9-1312-431-00-121-423-0-339	LOS CASTILLOS ESTATES-OTHER PROFESSL SRV	.00	3,146.47	1,590.88	1,555.59	.00	100.00
9-1312-431-00-121-423-0-731	LOS CASTILLOS ESTATES-ROADS	.00	58,263.70	.00	.00	58,263.70	.00
9-1312-431-00-121-423-0-899	LOS CASTILLOS ESTATES-CONTINGENCY	.00	12,908.00	.00	.00	12,908.00	.00
423		**.00**	**81,524.23**	**2,896.22**	**6,948.43**	**71,679.58**	**12.08**
461							
9-1312-431-00-121-461-0-312	MID-VALLEY ESTATES-INDIRECT COST	.00	8,219.09	.00	2,127.82	6,091.27	25.89
9-1312-431-00-121-461-0-334	MID-VALLEY ESTATES-ENG & ARCH SRV	.00	18,801.76	3,361.15	15,440.61	.00	100.00
9-1312-431-00-121-461-0-339	MID-VALLEY ESTATES-OTHER PROF SRV	.00	5,982.38	4,822.99	1,159.39	.00	100.00
9-1312-431-00-121-461-0-731	MID-VALLEY ESTATES-ROADS	.00	149,324.98	.00	.00	149,324.98	.00
9-1312-431-00-121-461-0-733	MID-VALLEY ESTATES-DRAINAGE DITCHES	.00	21,600.00	.00	.00	21,600.00	.00
9-1312-431-00-121-461-0-899	MID-VALLEY ESTATES-CONTINGENCY	.00	30,611.80	.00	.00	30,611.80	.00
461		**.00**	**234,540.01**	**8,184.14**	**18,727.82**	**207,628.05**	**11.47**
687							
9-1312-431-00-121-687-0-312	SO. PALM GARDENS EST.#1-INDIRECT COST	.00	2,264.94	.00	584.96	1,679.98	25.83
9-1312-431-00-121-687-0-334	SO. PALM GARDENS EST.#1-ENG & ARCH SRV	.00	4,704.16	468.73	4,235.43	.00	100.00
9-1312-431-00-121-687-0-339	SO. PALM GARDENS EST.#1-OTHER PROF SRV	.00	1,496.78	1,241.34	255.44	.00	100.00
9-1312-431-00-121-687-0-731	SO. PALM GARDENS EST.#1-ROADS	.00	42,764.98	.00	.00	42,764.98	.00
9-1312-431-00-121-687-0-899	SO. PALM GARDENS EST.#1-CONTINGENCY	.00	7,442.83	.00	.00	7,442.83	.00
687		**.00**	**58,673.69**	**1,710.07**	**5,075.83**	**51,887.79**	**11.57**
688							
9-1312-431-00-121-688-0-312	SO. PALM GARDENS EST.#2-INDIRECT COST	.00	1,873.88	.00	489.72	1,384.16	26.13
9-1312-431-00-121-688-0-334	SO. PALM GARDENS EST.#2-ENG & ARCH SR	.00	3,891.04	390.52	3,500.52	.00	100.00
9-1312-431-00-121-688-0-339	SO. PALM GARDENS EST.#2-OTHER PROF SRV	.00	1,238.06	982.62	255.44	.00	100.00
9-1312-431-00-121-688-0-731	SO. PALM GARDENS EST.#2-ROADS	.00	35,373.00	.00	.00	35,373.00	.00
9-1312-431-00-121-688-0-899	SO. PALM GARDENS EST.#2-CONTINGENCY	.00	6,155.82	.00	.00	6,155.82	.00
688		**.00**	**48,531.80**	**1,373.14**	**4,245.68**	**42,912.98**	**11.58**
779							
9-1312-431-00-121-779-0-312	VALLEY VIEW ESTATES-INDIRECT COST	.00	1,207.69	.00	357.29	850.40	29.58
9-1312-431-00-121-779-0-334	VALLEY VIEW ESTATES-ENG & ARCH SERVICES	.00	11,602.31	2,320.47	9,281.84	.00	100.00
9-1312-431-00-121-779-0-339	VALLEY VIEW ESTATES-OTHER PROFESSNL SRV	.00	3,691.64	3,691.64	.00	.00	100.00
9-1312-431-00-121-779-0-731	VALLEY VIEW ESTATES-ROADS	.00	97,107.50	.00	.00	97,107.50	.00
9-1312-431-00-121-779-0-733	VALLEY VIEW ESTATES-DRAINAGE DITCHES	.00	8,368.00	.00	.00	8,368.00	.00
9-1312-431-00-121-779-0-899	VALLEY VIEW ESTATES-CONTINGENCY	.00	22,946.20	.00	.00	22,946.20	.00

Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
1312 BORDER COLONIA ACCESS PROGRAM ROUND 3							
779							
779		**.00**	**144,923.34**	**6,012.11**	**9,639.13**	**129,272.10**	**10.80**
790							
9-1312-431-00-121-790-0-312	VILLAGE GROVE #2-INDIRECT COST	.00	1,635.21	.00	421.25	1,213.96	25.76
9-1312-431-00-121-790-0-334	VILLAGE GROVE #2-ENG & ARCH SRV	.00	3,379.10	337.95	3,041.15	.00	100.00
9-1312-431-00-121-790-0-339	VILLAGE GROVE #2-OTHER PROF SRV	.00	1,075.17	720.88	354.29	.00	100.00
9-1312-431-00-121-790-0-731	VILLAGE GROVE #2-ROADS	.00	30,919.00	.00	.00	30,919.00	.00
9-1312-431-00-121-790-0-899	VILLAGE GROVE #2-CONTINGENCY	.00	5,338.32	.00	.00	5,338.32	.00
790		**.00**	**42,346.80**	**1,058.83**	**3,816.69**	**37,471.28**	**11.51**
804							
9-1312-431-00-121-804-0-312	WES-MER SUBDIVISION-INDIRECT COST	.00	3,039.35	.00	784.48	2,254.87	25.81
9-1312-431-00-121-804-0-334	WES-MER SUBDIVISION-ENG & ARCH SRV	.00	7,179.31	1,289.98	5,889.33	.00	100.00
9-1312-431-00-121-804-0-339	WES-MER SUBDIVISION-OTHER PROF SRV	.00	2,284.33	1,979.69	304.64	.00	100.00
9-1312-431-00-121-804-0-731	WES-MER SUBDIVISION-ROADS	.00	54,466.50	.00	.00	54,466.50	.00
9-1312-431-00-121-804-0-733	WES-MER SUBDIVISION-DRAINAGE DITCHES	.00	10,800.00	.00	.00	10,800.00	.00
9-1312-431-00-121-804-0-899	WES-MER SUBDIVISION-CONTINGENCY	.00	11,790.98	.00	.00	11,790.98	.00
804		**.00**	**89,560.47**	**3,269.67**	**6,978.45**	**79,312.35**	**11.44**
855							
9-1312-431-00-121-855-0-312	ASH COUNTY-INDIRECT COST	.00	3,773.04	.00	978.44	2,794.60	25.93
9-1312-431-00-121-855-0-334	ASH COUNTY-ENG & ARCH SRV	.00	10,430.01	1,882.80	8,547.21	.00	100.00
9-1312-431-00-121-855-0-339	ASH COUNTY-OTHER PROF SRV	.00	3,319.28	2,915.79	403.49	.00	100.00
9-1312-431-00-121-855-0-731	ASH COUNTY-ROADS	.00	62,438.50	.00	.00	62,438.50	.00
9-1312-431-00-121-855-0-733	ASH COUNTY-DRAINAGE DITCHES	.00	32,400.00	.00	.00	32,400.00	.00
9-1312-431-00-121-855-0-899	ASH COUNTY-CONTINGENCY	.00	17,801.35	.00	.00	17,801.35	.00
855		**.00**	**130,162.18**	**4,798.59**	**9,929.14**	**115,434.45**	**11.31**
860							
9-1312-431-00-121-860-0-312	CHAPA #2-INDIRECT COST	.00	2,858.90	.00	761.89	2,097.01	26.65
9-1312-431-00-121-860-0-334	CHAPA #2-ENGINEERING & ARCHITECT SERVICE	.00	27,465.46	5,493.09	21,972.37	.00	100.00
9-1312-431-00-121-860-0-339	CHAPA #2-OTHER PROFESSIONAL SERVICES	.00	8,739.01	7,624.57	1,114.44	.00	100.00
9-1312-431-00-121-860-0-731	CHAPA #2-ROADS	.00	181,286.00	.00	.00	181,286.00	.00
9-1312-431-00-121-860-0-733	CHAPA #2-DRAINAGE DITCHES	.00	68,400.00	.00	.00	68,400.00	.00
9-1312-431-00-121-860-0-899	CHAPA #2-CONTINGENCY	.00	54,319.19	.00	.00	54,319.19	.00
860		**.00**	**343,068.56**	**13,117.66**	**23,848.70**	**306,102.20**	**10.78**
895							
9-1312-431-00-121-895-0-312	MARY ANN-INDIRECT COST	.00	2,070.57	.00	507.26	1,563.31	24.50

Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
1312 BORDER COLONIA ACCESS PROGRAM ROUND 3							
895							
9-1312-431-00-121-895-0-334	MARY ANN-ENGINEERING & ARCHITECT SERVICE	.00	19,891.96	3,978.39	15,913.57	.00	100.00
9-1312-431-00-121-895-0-339	MARY ANN-OTHER PROFESSIONAL SERVICES	.00	6,329.26	6,329.26	.00	.00	100.00
9-1312-431-00-121-895-0-731	MARY ANN-ROADS	.00	152,036.00	.00	.00	152,036.00	.00
9-1312-431-00-121-895-0-733	MARY ANN-DRAINAGE DITCHES	.00	28,800.00	.00	.00	28,800.00	.00
9-1312-431-00-121-895-0-899	MARY ANN-CONTINGENCY	.00	39,340.87	.00	.00	39,340.87	.00
895		**.00**	**248,468.66**	**10,307.65**	**16,420.83**	**221,740.18**	**10.76**
896							
9-1312-431-00-121-896-0-312	MCKEE #1-INDIRECT COST	.00	3,343.15	.00	863.61	2,479.54	25.83
9-1312-431-00-121-896-0-334	MCKEE #1-ENG & ARCH SRV	.00	9,837.08	1,473.17	8,363.91	.00	100.00
9-1312-431-00-121-896-0-339	MCKEE #1-OTHER PROF SRV	.00	3,129.98	2,726.49	403.49	.00	100.00
9-1312-431-00-121-896-0-731	MCKEE #1-ROADS	.00	53,328.00	.00	.00	53,328.00	.00
9-1312-431-00-121-896-0-733	MCKEE #1-DRAINAGE DITCHES	.00	36,100.00	.00	.00	36,100.00	.00
9-1312-431-00-121-896-0-899	MCKEE #1-CONTINGENCY	.00	17,008.05	.00	.00	17,008.05	.00
896		**.00**	**122,746.26**	**4,199.66**	**9,631.01**	**108,915.59**	**11.27**
932							
9-1312-431-00-121-932-0-899	INDIAN HILLS EAST-CONTINGENCY	.00	12,722.55	.00	.00	12,722.55	.00
932		**.00**	**12,722.55**	**.00**	**.00**	**12,722.55**	**.00**
1312 BORDER COLONIA ACCESS PROGRAM ROUND 3		**.00**	**3,623,366.54**	**124,986.59**	**268,348.47**	**3,230,031.48**	**10.86**
9 YEAR 9		**.00**	**4,600,517.11**	**308,482.67**	**619,962.98**	**3,672,071.46**	**20.18**

AI-18317 **28.G.1.**

Supplemental Agreement #2-Extension/R. Gutierrez Engineering Corp.-Pct 2 Rnd.II-BCAP Projects

CC REGULAR

Date: 11/03/2009
Submitted By: Yvette Islas, PURCHASING DEPT.
Submitted For: Agapito Vargas
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department **Purchasing only:** CAP Pct.2

Information

CAPTION

Pursuant to terms and conditions of current contract between Hidalgo County (Pct. #2) and R. Gutierrez Engineering (for the provision of engineering services), requesting approval of Supplemental Agreement #2, extending the current contract effective November 7, 2009 through completion of Border Colonia Access Program Round II Projects, under the same rates, terms, and conditions through contract #C-CAP-08-015-09-02.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 9 **ACCT. #:** 9-1311-431-00-122-XXX-X-334
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Date extended until projects are completed.

Attachments

Link: suppl 2 to ccap08.15.09.02 rnd ii rgtz

Link: ctrct lng rgtz rndii

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	10/29/2009 04:25 PM	APRV
2	Budget & Management	Erika Zamora	10/30/2009 07:25 AM	APRV
3	Roland Garcia	Rolando Garcia	10/30/2009 03:26 PM	APRV
4	Auditor's Office		10/30/2009 04:23 PM	NEW

Form Started By: Yvette Islas Started On: 10/29/2009 10:46 AM

Final Approval Date: 10/30/2009

EXHIBIT "F"

Supplemental Agreement Form

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SUPPLEMENTAL AGREEMENT NO. 2

TO AGREEMENT FOR PROFESSIONAL SERVICES
C-CAP-08-015-09-02

THIS **SUPPLEMENTAL AGREEMENT** is made pursuant to the terms and conditions of Article 8 of the **Agreement** made by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**", and **R. GUTIERREZ ENGINEERING CORPORATION**, professional engineers of Pharr, Texas, hereinafter called the "**Engineer**".

WITNESSETH

WHEREAS, the **Owner** and the **Engineer** executed the **Agreement** on the 2nd day of September, 2008, concerning engineering for Preliminary, Design and Construction Phase Services for the Texas Department of Transportation Border Colonia Access Funded Colonias for Hidalgo County Precinct Number 2 (hereinafter referred to as the "**Project**"); and,

WHEREAS, Article 3.1 of the **Agreement**, (Termination Date), establishes that this Agreement is to terminate at the close of business on November 6, 2009; and,

WHEREAS, it has become necessary to amend the Agreement to extend the termination date of this Agreement.

A. AGREEMENT

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

I. Article 3.1 of the **Agreement**, (Termination Date), is revised to extend the termination date through completion of Round II projects.

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

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

THE ENGINEER:
R. GUTIERREZ ENGINEERING CORPORATION

BY: _____
Ramiro Gutierrez, P.E., President

Address for Giving Notices:
130 East Park Avenue
Pharr, Texas 78577

THE OWNER:
HIDALGO COUNTY

BY: _____
County Judge

Address for Giving Notices:
100 E. Cano, 2nd Floor
Edinburg, Texas 78539

ATTESTED

BY: _____
Arturo Guajardo, Jr. County Clerk

LIST OF ATTACHMENTS
(as required)

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

AGREEMENT FOR PROFESSIONAL SERVICES
C-CAP-08-015-09-02

THIS AGREEMENT is made effective the 2ND day of **September, 2008**, by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the **"Owner"**, and **R. GUTIERREZ ENGINEER CORPORATION,** professional engineers of Pharr, Texas, hereinafter called the **"Engineer".**

WITNESSETH:

Whereas, the **Owner** desires to Contract with the **Engineer** to provide professional engineering services for Preliminary, Design and Construction Phase Services for the Texas Department of Transportation Border Colonia Access Funded Colonias for Hidalgo County Precinct No 2 (hereinafter referred to as the **"Project**).

NOW, THEREFORE, the **Owner** and the **Engineer** in consideration of the mutual covenants and agreements herein contained do mutually agree as follows:

ARTICLE 1. Employment of Engineer. The **Owner** agrees to employ the **Engineer** and the **Engineer** agrees to perform professional engineering services in connection with the **Project** as stated in the articles to follow, and for having rendered such services, the owner agrees to pay the **Engineer** compensation as stated in the articles to follow.

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

2.1 Scope of Work For this Agreement, the professional services to be provided by the **Engineer**, are more particularly identified in **EXHIBIT "B"**, attached hereto.

2.2 Classification of Services The **Owner** will furnish items and provide those services for the

development of the **Project** and fulfillment of this Agreement, as identified in **EXHIBIT "A"** ***Services to be Provided by the Owner***, attached hereto and made a part of this Agreement.

ARTICLE 3. Period of Service. Upon execution of this Agreement, the **Engineer** shall proceed with the work outlined under Article 2 hereof.

3.1 Termination Date. This Agreement shall terminate at the close of business on **November 6, 2009** (hereinafter referred to as the "**Termination Date**"), unless extended by written supplemental agreement, as provided in Article 8 hereof, duly executed by the **Engineer** and the **Owner** prior to the **Termination Date**, or otherwise terminated as provided in Article 3.4 herein and below. The **Owner** assumes no liability or obligation for payment to the **Engineer** for work performed or costs incurred by the **Engineer** prior to the date authorized by the **Owner** for the **Engineer** to begin work, during periods when work is suspended, or subsequent to the **Termination Date.**

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

3.3 Suspension of Work. Should the **Owner** desire to suspend the work under this Agreement, but not terminate this Agreement, the **Owner** shall provide thirty (30) calendar days verbal notification to the **Engineer**, followed by written confirmation from the **Owner** to the **Engineer** to that effect. The thirty-day notice may be waived as agreed in writing by both the **Owner** and the **Engineer**. The work under this Agreement may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from the **Owner** to the **Engineer**. The sixty-day notice may be waived as agreed in writing by both the **Owner** and the **Engineer.**

If the **Owner** suspends the work, the **Termination Date** as identified above is not affected, and this

IN WITNESS WHEREOF, the **Engineer** and the **Owner** have caused this **Agreement for Professional Services** to be effective as of the 2nd day of September, 2008.

ENGINEER: R. GUTIERREZ Engineering

BY: _____
Ramiro Gutierrez, P.E., President

OWNER:
HIDALGO COUNTY

BY _____
Juan D. Salinas, III, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., Hidalgo County Clerk

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

By: _____

ATTACHMENTS:

EXHIBIT A	- Scope of Services to be Provided by the Owner
EXHIBIT B	- Scope of Services to be provided by the Engineer
EXHIBIT C	- Work Schedule
EXHIBIT D	- Engineer's Agreement Rates
EXHIBIT D1	- Fee Breakdown
EXHIBIT E	- Work Authorization Form
EXHIBIT F	- Supplemental Agreement Form
EXHIBIT G	- Certificate of Insurance (*Hidalgo County)*

AI-18191 **28.G.2.**

BCAP - Pct No. 2 - Round II - Termination of Contract - Tiny Acres
CC REGULAR

Date:	11/03/2009
Submitted By:	Yvette Islas, PURCHASING DEPT.
Submitted For:	Agapito Vargas
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Purchasing only:** CAP Pct.2

Information

CAPTION

a. Pursuant to Standard General Conditions of the Construction Contract (Section 15.03. A and as attached hereto) requesting authority to issue the seven day written notice to awarded contractor D. M. Roth, Inc. of Hidalgo County's election to terminate the project of: Road & Drainage Construction of Tiny Acres";

b. Upon compliance with notice of termination as approved herein and pursuant to Standard General Conditions of the Construction Contract (Section 15.03 A.1.2.3.4. & B.) requesting authority to pay D. M. Roth, Inc. the amount of $1,500.00 for bonding costs in connection with the terminated contract for: “Road & Drainage Construction of Tiny Acres”.

BACKGROUND

Terminating contract due to Right of Way issues.

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1202-431-00-122-740-0-339

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

BUDGETARY IMPACT:

Please refer to AI 18302 CC 11/03/09 Interdepartmental transfer.

Attachments

Link: dm roth bdown 18191

Link: dm roth sect15.03.a 18191

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	10/29/2009 09:33 AM	APRV
2	Budget & Management	Erika Zamora	10/29/2009 12:26 PM	APRV
3	Roland Garcia	Rolando Garcia	10/29/2009 02:38 PM	APRV
4	Auditor's Office		10/30/2009 04:23 PM	NEW

Form Started By: Yvette Islas Started On: 10/22/2009 04:01 PM

Final Approval Date: 10/30/2009

D.M. Roth Excavating
5820 North Cage Blvd. Ste. 2
Pharr, Texas 78577
Phone Number : 956-787-0845
Fax Number: 956-787-5152

FAX TRANSMITTAL FORM

To: John King Law Firm
Attn: Brandon
CC:
Phone:
Fax: 687-5514

From: Tyler
Date Sent: 8-31-09
Total Page Count:

Message:

Hidalgo County Purchasing Dept. called me requesting a breakdown of the $5,000 we want for negating the "Tiny Acres" Contract. We came up with:

A)	Time bidding 10 hrs x 100 =	$1,000
B)	Bond	1,500
C)	Loss of Income	$2,500
		$5,000

the services of CONTRACTOR, exclude CONTRACTOR from the Site, and take possession of the Work and of all CONTRACTOR's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by CONTRACTOR (without liability to CONTRACTOR for trespass or conversion), incorporate in the Work all materials and equipment stored at the Site or for which OWNER has paid CONTRACTOR but which are stored elsewhere, and finish the Work as OWNER may deem expedient. In such case, CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by OWNER arising out of or relating to completing the Work, such excess will be paid to CONTRACTOR. If such claims, costs, losses, and damages exceed such unpaid balance, CONTRACTOR shall pay the difference to OWNER. Such claims, costs, losses, and damages incurred by OWNER will be reviewed by ENGINEER as to their reasonableness and, when so approved by ENGINEER, incorporated in a Change Order. When exercising any rights or remedies under this paragraph OWNER shall not be required to obtain the lowest price for the Work performed.

C. Where CONTRACTOR's services have been so terminated by OWNER, the termination will not affect any rights or remedies of OWNER against CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of moneys due CONTRACTOR by OWNER will not release CONTRACTOR from liability.

15.03 *OWNER May Terminate For Convenience*

A. Upon seven days written notice to CONTRACTOR and ENGINEER, OWNER may, without cause and without prejudice to any other right or remedy of OWNER, elect to terminate the Contract. In such case, CONTRACTOR shall be paid (without duplication of any items):

1. for completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. for expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;

3. for all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and

4. for reasonable expenses directly attributable to termination.

B. CONTRACTOR shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

15.04 *CONTRACTOR May Stop Work or Terminate*

A. If, through no act or fault of CONTRACTOR, the Work is suspended for more than 90 consecutive days by OWNER or under an order of court or other public authority, or ENGINEER fails to act on any Application for Payment within 30 days after it is submitted, or OWNER fails for 30 days to pay CONTRACTOR any sum finally determined to be due, then CONTRACTOR may, upon seven days written notice to OWNER and ENGINEER, and provided OWNER or ENGINEER do not remedy such suspension or failure within that time, terminate the Contract and recover from OWNER payment on the same terms as provided in paragraph 15.03. In lieu of terminating the Contract and without prejudice to any other right or remedy, if ENGINEER has failed to act on an Application for Payment within 30 days after it is submitted, or OWNER has failed for 30 days to pay CONTRACTOR any sum finally determined to be due, CONTRACTOR may, seven days after written notice to OWNER and ENGINEER, stop the Work until payment is made of all such amounts due CONTRACTOR, including interest thereon. The provisions of this paragraph 15.04 are not intended to preclude CONTRACTOR from making a Claim under paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to CONTRACTOR's stopping the Work as permitted by this paragraph.

ARTICLE 16 - DISPUTE RESOLUTION

16.01 *Methods and Procedures*

A. Dispute resolution methods and procedures, if any, shall be as set forth in the Supplementary Conditions. If no method and procedure has been set forth, and subject to the provisions of paragraphs 9.09 and 10.05, OWNER and CONTRACTOR may exercise such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any dispute.

the services of CONTRACTOR, exclude CONTRACTOR from the Site, and take possession of the Work and of all CONTRACTOR's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by CONTRACTOR (without liability to CONTRACTOR for trespass or conversion), incorporate in the Work all materials and equipment stored at the Site or for which OWNER has paid CONTRACTOR but which are stored elsewhere, and finish the Work as OWNER may deem expedient. In such case, CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by OWNER arising out of or relating to completing the Work, such excess will be paid to CONTRACTOR. If such claims, costs, losses, and damages exceed such unpaid balance, CONTRACTOR shall pay the difference to OWNER. Such claims, costs, losses, and damages incurred by OWNER will be reviewed by ENGINEER as to their reasonableness and, when so approved by ENGINEER, incorporated in a Change Order. When exercising any rights or remedies under this paragraph OWNER shall not be required to obtain the lowest price for the Work performed.

C. Where CONTRACTOR's services have been so terminated by OWNER, the termination will not affect any rights or remedies of OWNER against CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of moneys due CONTRACTOR by OWNER will not release CONTRACTOR from liability.

15.03 *OWNER May Terminate For Convenience*

A. Upon seven days written notice to CONTRACTOR and ENGINEER, OWNER may, without cause and without prejudice to any other right or remedy of OWNER, elect to terminate the Contract. In such case, CONTRACTOR shall be paid (without duplication of any items):

1. for completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. for expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;

3. for all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and

4. for reasonable expenses directly attributable to termination.

B. CONTRACTOR shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

15.04 *CONTRACTOR May Stop Work or Terminate*

A. If, through no act or fault of CONTRACTOR, the Work is suspended for more than 90 consecutive days by OWNER or under an order of court or other public authority, or ENGINEER fails to act on any Application for Payment within 30 days after it is submitted, or OWNER fails for 30 days to pay CONTRACTOR any sum finally determined to be due, then CONTRACTOR may, upon seven days written notice to OWNER and ENGINEER, and provided OWNER or ENGINEER do not remedy such suspension or failure within that time, terminate the Contract and recover from OWNER payment on the same terms as provided in paragraph 15.03. In lieu of terminating the Contract and without prejudice to any other right or remedy, if ENGINEER has failed to act on an Application for Payment within 30 days after it is submitted, or OWNER has failed for 30 days to pay CONTRACTOR any sum finally determined to be due, CONTRACTOR may, seven days after written notice to OWNER and ENGINEER, stop the Work until payment is made of all such amounts due CONTRACTOR, including interest thereon. The provisions of this paragraph 15.04 are not intended to preclude CONTRACTOR from making a Claim under paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to CONTRACTOR's stopping the Work as permitted by this paragraph.

ARTICLE 16 - DISPUTE RESOLUTION

16.01 *Methods and Procedures*

A. Dispute resolution methods and procedures, if any, shall be as set forth in the Supplementary Conditions. If no method and procedure has been set forth, and subject to the provisions of paragraphs 9.09 and 10.05, OWNER and CONTRACTOR may exercise such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any dispute.

AI-18319 **28.H.1.**

Supp. Agmnt.#1-Entension-Javier Hinojosa Engineering-Pct.#3-Round II-BCAP Projects

CC REGULAR

Date: 11/03/2009
Submitted By: Yvette Islas, PURCHASING DEPT.
Submitted For: Agapito Vargas
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department **Purchasing only:** CAP Pct.3

Information

CAPTION

Pursuant to provision under the current contract between Hidalgo County (Pct. #3) and Javier Hinojosa Engineering (for the provision of engineering services), requesting approval of Supplement Agreement #1 extending the current contract effective November 7, 2009 through completion of all Border Colonia Access Program Round II Projects, under the same rates, terms, and conditions through contract #C-CAP-08-016-09-02.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1311-431-00-123-XXX-X-334
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:** N

BUDGETARY IMPACT:

For extention only; available balance in P.O. #562661 as of 10/30/09 is $79,745.91.

Attachments

Link: supl1 jhino ccap08.016.09.02
Link: ctrtnlng jhino 18319

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	10/29/2009 04:25 PM	APRV
2	Budget & Management	Erika Zamora	10/30/2009 07:28 AM	APRV
3	Perla Lopez	Perla Lopez	10/30/2009 08:57 AM	APRV
4	Auditor's Office		10/30/2009 04:23 PM	NEW

Form Started By: Yvette Islas — Started On: 10/29/2009 12:51 PM

Final Approval Date: 10/30/2009

EXHIBIT "F"

SUPPLEMENTAL AGREEMENT FORM

Supplemental Agreement Form

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SUPPLEMENTAL AGREEMENT NO. 1

TO AGREEMENT FOR PROFESSIONAL SERVICES

C-CAP-08-016-09-02

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

WITNESSETH

WHEREAS, the **Owner** and the **Engineer** executed the **Agreement** on the **2nd** day of **September, 2008** concerning engineering for Preliminary, Design and Construction Phase Services for the Texas Department of Transportation Border Colonia Access Funded Colonias for Hidalgo County Precinct Number **3** (hereinafter referred to as the "**Project**"); and,

WHEREAS, Article 3.1 of the **Agreement**, (Termination Date), establishes that this Agreement is to terminate at the close of business on November 6, 2009.; and,

WHEREAS, it has become necessary to amend the Agreement to extend the termination date of this Agreement.

A. AGREEMENT

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

I. Article 3.1 of the **Agreement**, (Termination Date), is revised to extend the termination date through completion of Round II Projects.

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

IN WITNESS WHEREOF, the Engineer and the Owner have caused this Supplemental Agreement to the Agreement for Professional Services to be executed as of the _____ day of _____, 2009.

THE ENGINEER:
Javier Hinojosa Engineering

BY:_____
Javier Hinojosa, P.E.

Address for Giving Notices:
416 E. Dove Avenue
McAllen, Texas 78504

THE OWNER:
HIDALGO COUNTY

BY:_____
County Judge

ATTESTED

By: _____
Arturo Guajardo Jr., County Clerk

LIST OF ATTACHMENTS

(as required)

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

AGREEMENT FOR PROFESSIONAL SERVICES
C-CAP-08-016- 09-02

THIS AGREEMENT is made effective the 2ND day of **SEPTEMBER, 2008**, by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the **"Owner"**, and **JAVIER HINOJOSA ENGINEERING,** professional engineers of McAllen, Texas, hereinafter called the **"Engineer".**

WITNESSETH:

Whereas, the **Owner** desires to Contract with the **Engineer** to provide professional engineering services for Preliminary, Design and Construction Phase Services for the Texas Department of Transportation Border Colonia Access Funded Colonias for Hidalgo County Precinct No 3 (hereinafter referred to as the **"Project**).

NOW, THEREFORE, the **Owner** and the **Engineer** in consideration of the mutual covenants and agreements herein contained do mutually agree as follows:

ARTICLE 1. Employment of Engineer. The **Owner** agrees to employ the **Engineer** and the **Engineer** agrees to perform professional engineering services in connection with the **Project** as stated in the articles to follow, and for having rendered such services, the owner agrees to pay the **Engineer** compensation as stated in the articles to follow.

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

2.1 Scope of Work For this Agreement, the professional services to be provided by the **Engineer**, are more particularly identified in **EXHIBIT "B"**, attached hereto.

2.2 Classification of Services The **Owner** will furnish items and provide those services for the

Provided by the Owner, attached hereto and made a part of this Agreement.

ARTICLE 3. Period of Service. Upon execution of this Agreement, the **Engineer** shall proceed with the work outlined under Article 2 hereof.

3.1 Termination Date. This Agreement shall terminate at the close of business on **November 6, 2009** (hereinafter referred to as the "**Termination Date**"), unless extended by written supplemental agreement, as provided in Article 8 hereof, duly executed by the **Engineer** and the **Owner** prior to the **Termination Date**, or otherwise terminated as provided in Article 3.4 herein and below. The **Owner** assumes no liability or obligation for payment to the **Engineer** for work performed or costs incurred by the **Engineer** prior to the date authorized by the **Owner** for the **Engineer** to begin work, during periods when work is suspended, or subsequent to the **Termination Date.**

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

3.3 Suspension of Work. Should the **Owner** desire to suspend the work under this Agreement, but not terminate this Agreement, the **Owner** shall provide thirty (30) calendar days verbal notification to the **Engineer**, followed by written confirmation from the **Owner** to the **Engineer** to that effect. The thirty-day notice may be waived as agreed in writing by both the **Owner** and the **Engineer**. The work under this Agreement may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from the **Owner** to the **Engineer**. The sixty-day notice may be waived as agreed in writing by both the **Owner** and the **Engineer.**

If the **Owner** suspends the work, the **Termination Date** as identified above is not affected, and this Agreement will terminate on the date specified, unless extended by written supplemental agreement, as provided in

IN WITNESS WHEREOF, the **Engineer** and the **Owner** have caused this **Agreement for Professional Services** to be effective as of the 2nd day of September, 2008.

ENGINEER: Javier Hinojosa Engineering

BY: _____
Javier Hinojosa, PE, Owner

OWNER:
HIDALGO COUNTY

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

ATTEST:

_____
Arturo Guajardo, Jr., Hidalgo County Clerk

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

By: _____

ATTACHMENTS:

EXHIBIT A	- Scope of Services to be Provided by the Owner
EXHIBIT B	- Scope of Services to be provided by the Engineer
EXHIBIT C	- Work Schedule
EXHIBIT D	- Engineer's Agreement Rates
EXHIBIT D1	- Fee Breakdown
EXHIBIT E	- Work Authorization Form
EXHIBIT F	- Supplemental Agreement Form
EXHIBIT G	- Certificate of Insurance *(Hidalgo County)*

AI-18308 **28.I.0.**

Legend & Non-Legend Pharmaceuticals

CC REGULAR

Date: 11/03/2009

Submitted By: Elena Gomez, PURCHASING DEPT.

Department: PURCHASING DEPT.

Agenda Category: Purchasing Department **Purchasing only:** Sheriff's Office

Information

CAPTION

Presentation of bids recevied for the purpose of award and and approval of contract document (approved as to form by legal counsel) to the bidder providing the highest overall discount based on the average wholesale price and meeting all specifications, terms and conditions as attached hereto for "Hidalgo County Sheriff's Office Legend & Non-Legend Pharmaceuticals" with an effective date of November 17, 2009 through-Bid No. 2009-384-MEG.

BACKGROUND

Current contract expires on November 16, 2009
This Contract to commence on November 17, 2009

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-423-21-280-002-0-604

FUNDS AVAILABLE Y/N?: y **MATCHING FUNDS Y/N?:** n

BUDGETARY IMPACT:

Available balance as of 10-30-09 $23,503.83.

Attachments

Link: Bid Recieved

Link: Memo of Recommendation

Link: Draft Service Contract

Link: bid tabulation

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	10/30/2009 03:20 PM	APRV
2	Budget & Management	Erika Zamora	10/30/2009 03:22 PM	APRV
3	Manuel Chapa	Manuel Chapa	10/30/2009 03:29 PM	APRV
4	Auditor's Office		10/30/2009 04:23 PM	NEW

Form Started By: Elena Gomez Started On: 10/29/2009 07:41 AM

Final Approval Date: 10/30/2009

Response to Request Bids for
Hidalgo County Sheriff's Office
"Legend and Non-Legend Pharmaceutical"
Bid No. 2009-384-10-07-MEG

October 5, 2009

Copy



MAO Westwood Pharmacy
5823 Patterson Avenue
Richmond, VA 23226
(804) 288-1933

Bid
for
HIDALGO COUNTY SHERIFF'S OFFICE
"LEGEND & NON-LEGEND PHARMACEUTICALS"
BID NO.: -2009-384-10-07-MEG

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical location: 2802 S. Business Highway 281
Postal/Mailing: 2812 S. Business Highway 281
Edinburg, Texas, 78539

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

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

Bidder agrees that this bid shall be good and may not be withdrawn for a period of thirty (30) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder:	Westwood Pharmacy
Address:	5823 Patterson Avenue, Richmond, VA 23226
By:	
Printed Name:	Jake Pasternak
Title:	CFO

ADDENDUM NO. 1

September 24, 2009

HIDALGO COUNTY SHERIFF'S OFFICE
"LEGEND & NON-LEGEND PHARMACUETICALS"
RFB NO. 2009-384-10-07-MEG

Bid Opening Date: October 07, 2009

PLEASE NOTE THE FOLLOWING CHANGES

1. Please Note Correction page 1 of 5 on Exhibit "B"
   - Name/Address of local Client is needed and has been added for all Class "E" Pharmacists.

2. Please add this **ADDENDUM NO. 1** to your Bid so as to permit your company to submit a complete packet.

I, _____, acknowledge receipt of ADDENDUM NO. 1 dated, September 24, 2009 for RFB NO.: 2009-384-10-07-MEG Hidalgo County Sheriff's Office –"LEGEND & NON-LEGEND PHARMACUETICALS".

Hunter Hoggatt
Printed Proposer Name

9-30-09
Date

NOTE: **PLEASE SUBMIT THIS ADDENDUM WITH YOUR PACKET IN ORDER TO COMPLETE YOUR PROPOSAL PACKET.**

EXHIBIT "A"
HIDALGO COUNTY SHERIFF'S OFFICE
"LEGEND and NON-LEGEND PHARMACEUTICALS"
BID NO: 2009-384-10-07-MEG

ITEM 1: ***Legend items (prescribed)***

A. All bids must be based on a percentage mark-up or mark-down from current AWP (**Average Wholesale Price**).

1. **"Brand Name"** Percentage above or below AWP:

_____% above AWP OR 20.3% below AWP

2. **"Generic Brand"** Percentage above or below AWP:

_____% above AWP OR 75.4 % below AWP

B. Regular business hours are from 12 a.m. to 12 p.m.

ITEM 2: ***Non-legend items (non-prescribed)***

Bidder(s) will supply the Hidalgo County Sheriff's Office-Adult Detention Center (Jail Infirmary) requirements of non-prescription drugs for the contract period. Non-legend items (non-prescribed) will be ordered approximately every month on a one-time per month basis.

The Bidder(s) will offer Hidalgo County Sheriff's Office-Adult Detention Center (Jail Infirmary) a percentage discount from retail on all purchases by Hidalgo County Sheriff's Office-Adult Detention Center (Jail Infirmary) on non-legend (non-prescription) drugs.

A. Blanket discount for non-prescription drugs. 75.4 %

B. Regular business hours are from 12 a.m. to 12 p.m.

The following list of non-prescribed items are estimated quantity amounts to be used per year. However, the contract awarded is a requirements contract for all non-legend drugs and will not be restricted to mentioned quantities or products only. This list is no and should not be understood to be an exhaustive listing of all non-legend items which may be required by Hidalgo County Adult Detention Center (Jail Infirmary).

EXHIBIT "A"
HIDALGO COUNTY SHERIFF'S OFFICE
"LEGEND and NON-LEGEND PHARMACEUTICALS"
BID NO: 2009-384-10-07-MEG

DESCRIPTION			
	PRODUCT	ESTIMATED MONTHLY QUANTITIES	BRAND OR GENERIC
1	DIPHENHRAMIN 25mg *OTC*	5 BOTTLES	BRAND- GENERIC- .04
2	LATEX STRIPS *OTC*	25 BOXES	BRAND- GENERIC- 2.95
3	NS 0.9 IRR SOLN 1000 ml *OTC*	100/1000 ML 6 BAGS	BRAND- GENERIC- 2.45
4	TOLNFTATE CREAM 1% 15 g *OTC*	70 TUBES	BRAND- GENERIC- 1.25
5	MILK OF MAGNESIA *OTC*	1GAL/BTL=15 BOTTLES	BRAND- GENERIC- 3.95
6	MAGNNESIUM HYD *OTC*	15 BOTTLES	BRAND- GENERIC- 2.35
7	IBUPROFEN 400 mg *OTC*	15 BOTTLES	BRAND- GENERIC- .07
8	POLYSPORIN OINTMENT *OTC*	5 OZ/TUBES = 20 TUBE	BRAND- GENERIC- .20
9	THROAT LOZENGES GREEN *OTC*	1M/BTL = 288 BOTTLES	BRAND- GENERIC- 1.99
10	KAOPECTOLIN *OTC*	1 PT/BTL = 10 BOTTLES	BRAND- GENERIC- 2.95
11	BEN – GAY *OTC* MUSCLE RUB	5 OZ. / TUBES = 60 TUBES	BRAND- GENERIC- 1.25
12	FUROSEMIDE 20 mg *RX*	150 DOSES	BRAND- GENERIC- .04
13	LITHIUM 300 mg *RX*	600 DOSES	BRAND- GENERIC- .10
14	SERTALINE 50 mg *RX*	350 DOSES	BRAND- GENERIC- .13
15	ERYTHROMYCIN 500 mg *RX*	500 DOSES	BRAND- GENERIC- .20

EXHIBIT "A"
HIDALGO COUNTY SHERIFF'S OFFICE
"LEGEND and NON-LEGEND PHARMACEUTICALS"
BID NO: 2009-384-10-07-MEG

16	TRAZODONE 50 mg *RX*	500 DOSES	BRAND- GENERIC- .10
17	AMOXICILLN 500 mg *RX*	2500 DOSES	BRAND- GENERIC- .16
18	GUAFENESIN 600 MG *RX*	7,000 DOSES	BRAND- GENERIC- .30
19	VALPROIC ACID 250 mg *RX*	700 DOSES	BRAND- GENERIC- .25
20	PHENYTOIN SOD EX 100 MG TABS *RX*	3000 TABS	BRAND- GENERIC- .21
21	TETANUS TOXOID *RX*	10 CC BTLS=10 BTLS	BRAND- GENERIC- 21.13
22	BENZTROPINE *RX*	2MG TABS= 2000 TABS	BRAND- GENERIC- .07
23	ALBUTEROL INHALER *RX*	90MCG=20 INHALERS	BRAND- GENERIC- 3.99
24	DEPAKOTE *RX*	250 MG TABS=1500 TABS	BRAND- GENERIC- .15
25	ARISTOCOT / KENOLOG *RX* TRIAMCINALONE 0.1 %	5 OZ. / TUBES = 20 TUBES	BRAND- GENERIC- 1.45
26	SILVADENE CRÈME *RX* SILVERSULFADIARONE	1 LB. / JAR = 10 JARS	BRAND NAME: GENERIC: 2.95
27	CENTRUM *OTC* CTM VITAMIN TABLETS	1M CAP / BTL = 5 BOTTLES	BRAND NAME: GENERIC: 12.95
28	VISINE *OTC* TETRAHYDROZOLINE	5 OZ./BTL = 5 BOTTLES	BRAND NAME: GENERIC: 1.95
29	BETADINE OINTMENT *OTC* PROVIDONE SCRUB	GAL / BOTTLES = 10BOTTLES	BRAND NAME: GENERIC: 3.95
30	HYDROSCORTISONE cream 1 % *OTC* HYDROSCORTISONE cream 1%	CREAM 1% = 50 TUBES	BRAND NAME: GENERIC: 1.05

HIDALGO COUNTY SHERIFF'S OFFICE
"LEGEND and NON-LEGEND PHARMACEUTICALS"
BID NO: 2009-384-10-07-MEG

	BRAND/GENERIC	ESTIMATED MONTHLY QUANTITIES	
31	CORTISPORIN OPHTHALMIC ointment *RX* OCCUSPORIN HC OPHTHALMIC ointment	c OZ. / TUBES = 25 TUBES	BRAND NAME: GENERIC: 2.95
32	TINACTIN CREAM 1 % *OTC* TOLNAFTATE CREAM 1%	1 OZ./TUBE = 70 TUBES	BRAND NAME: GENERIC: 1.25
33	TYLENOL EXTRA STRENGTH CAPLET 500 MGS *OTC* ACETAMINOPHEN 500 mg CAPLET EXTRA-STRENGTH	1M CAP / BTL = 15 BOTTLES	BRAND NAME: GENERIC: .03
34	MAALOX PLUS SUSPENSION *OTC* ALAMAG PLUS	1 GAL/BTL = 10 BOTTLES	BRAND NAME: GENERIC: 2.95
35	OCEAN NASAL SPRAY *OTC* SEA MIST NASAL	45 CC BTLS = 5 BOTTLES	BRAND NAME: GENERIC: .95
36	DUCOLAX 5MGS. TABLETS *OTC* BISACODYL 5MG E.C. TABS	100/BTL = 5 BOTTLES	BRAND NAME: GENERIC: 1.50
37	SURFAX 240 MG *OTC* DCS SOFT GEL	100/BTL CAPSULES = 5 BOTTLES	BRAND NAME: GENERIC: 3.95
38	ALCOHOL PREP PADS *OTC*	50 BOXES	2.25
39	IV CANNULAS *OTC*	150 CANNULAS	0.69
40	IV START KITS *OTC*	150 KITS	1.15
41	STERILE H2O *OTC*	200 BOTTLES	1.99
42	NS FOR IRRIGATION *OTC*		2.45
43	IV FLUID 0.9%NS,D5W,LR *OTC*	75/1,000 ML BAGS	2.25
44	IV POLES *OTC*	2	2.95
45	IV TUBING *OTC*	150 SETS	1.95
46	SPUFFLE PLASTIC ¾ OZ. PLASTIC SQUAT CUPS *OTC*	1M/BOX = 10 BOXES	4.95
47	AMMONIA INHALANTS AMPULES *OTC*	100/BOX = 50 BOXES	1.99
48	COTTON BALLS MEDIUM *OTC*	4M/CASE = 1 CASE	9.25
49	INSULIN SYRINGES 28" X 1/2" SINGLE U-100 *OTC*	100/BOX = 120 BOXES	19.41
50	ASA EC *OTC*	81MG TABS=500 TABS	0.02
51	ASA EC *OTC*	325 MG TABS=250 TABS	0.02
52	DEPAKOTE EC *RX*	20 MG TABS=500 TABS	0.02

EXHIBIT "A"
HIDALGO COUNTY SHERIFF'S OFFICE
"LEGEND and NON-LEGEND PHARMACEUTICALS"
BID NO: 2009-384-10-07-MEG

53	LEXAPRO *RX*	10 MG TABS= 500 TABS	1.39
54	TRILEPTAL *RX*	300 MG TABS= 1500 TABS	0.57
55	GEMFIBROZILE *RX*	600 MG TABS=1000 MG TABS	0.17
56	HALDOL *RX*	5 MG TABS=1500 TABS	0.14
57	HALDOL DEC *RX*	100 MG/ML=5 VIALS	6.85
58	HALDOL LAC *RX*	5 MG/ML=5 VIALS	2.80
59	LORAZEPAM *RX*	1 MG TABS=50 TABS	0.06
60	LORAZEPAM INJ. *RX*	2 MG/ML=1 VIAL	1.48
61	GEODON *RX*	60 MG CAPS= 100 CAPS	6.75
62	HEMORRHOIDAL SUPPOSITORIES *OTC* COMPARABLE TO ANUSOL	12/BOX =288 BOXES	**BRAND NAME:** **GENERIC:** 1.95
63	HEMORRHOIDAL CREAM *OTC* COMPARABLE TO ANUSOL	12/BOX=288 BOXES	**BRAND NAME:** **GENERIC:** 4.99
64	KWELL LOTION 1% *OTC* LIDANE LOTION	GALLON BTLS = 20 GALS	**BRAND NAME:** **GENERIC:** 9.87
65	KWELL CREAM 1% *OTC* LIDANE CREAM	2OZ/TUBES = 288 TUBES	**BRAND NAME:** **GENERIC:** 2.87
66	GLUCOPHAGE *RX*	500 MG=1500 TABS	0.10
67	GLIPIZIDE *RX*	5MG=1500 TABS	0.05
68	OMPERAZOLE *RX*	20MG TABS=1200 TABS	0.31
69	RISPERDAL *RX*	1MG=1200 TABS	0.55
70	RISPERDAL *RX*	2MG=1200 TABS	0.59
71	LACTULOSE SOL. *RX*	10 MG/15ML=3000 ML	0.01
72	PRINIVIL *RX*	5MG TABS=500 TABS	0.09
73	RANITIDINE *RX*	150 MG=2000 TABS	0.10
74	SEROQUEL *RX*	100 MG TABS=1000 TABS	3.75
75	SMZ-TMP DS *RX*	800/160 MG TABS=20000 TABS	0.15
76	ZYPREXA *RX*	10 MG TABS=1000 TABS	11.48
77	PAROXETINE *RX*	20 MG TABS=500 TABS	0.17
78	BUSPIRONE *RX*	5 MG TABS=400 TABS	0.06
79	ABILIFY *RX*	5 MG TABS=1000 CAPS	6.53
80	BUPROPION XL *RX*	150 MG TABS=200 TABS	0.74
81	CARBAMAZEPINE *RX*	100 MG TABS=200 TABS	0.08
82	NEOSPORIN OPTH SOL *RX*	15 ML BOTTLE=10 BOTTLES	1.99

EXHIBIT "A"
HIDALGO COUNTY SHERIFF'S OFFICE
"LEGEND and NON-LEGEND PHARMACEUTICALS"
BID NO: 2009-384-10-07-MEG

83	EFFEXOR *RX*	75 MG=1000 TABS	0.50
84	TOPROL XL *RX*	50 MG=500 TABS	0.82
85	PHENOBARBITAL *RX*	100 MG=1000 TABS	0.05
86	NOVOLIN NPH *RX*	10 VIALS	40.83
87	NOVOLIN 70/30 *RX*	10 VIALS	90.99
88	CATAPRESS *RX*	0.1 MG=1200 TABS	0.05
89	GLYBURIDE *RX*	5MG= 1200 TABS	0.07
90	CEPHALAXIN *RX*	500 MG CAPS= 2000 CAPS	0.22

EXHIBIT "B"
"LEGEND & NON-LEGEND PHARMACEUTICALS"
BID NO: 2009-384-10-07-MEG

BID PAGE

Vendor must thoroughly fill in each section of the Bid Page (Exhibit "B") if applicable **INCOMPLETE** submittals shall be considered a probable cause for disqualification.

Item 1

24 hours Pharmacist services assistance provided	☒ Yes ☐ No
Class "E" Pharmacist must have at least one local client in Hidalgo County for emergency propose only	☒ Yes ☐ No
AWP (Average Wholesale Price)	**PRICES**
Brand Name	
% above AWP	$ 20.3% below AWP
% below AWP	$
Generic Brand	
% above AWP	$
% below AWP	$ 75.4% below AWP
Regular business hours are from	12 a.m. to 12 p.m.

Item 2

Blanket discount for non-prescription drugs	35 %
Regular business hours are from	12 a.m. to 12 p.m.

OPENED
10:14 am
10-07-09
Witnessed

EXHIBIT "B"
"LEGEND & NON-LEGEND PHARMACEUTICALS"
BID NO: 2009-384-10-07-MEG

	DESCRIPTION	
	PRODUCTS USED MOST	DOES YOUR COMPANY CARRY GENERIC
1	DIPHENHRAMIN 25mg *OTC*	☒ YES ☐ NO
2	LATEX STRIPS *OTC*	☒ YES ☐ NO
3	NS 0.9 IRR SOLN 1000 ml *OTC*	☒ YES ☐ NO
4	TOLNFTATE CREAM 1% 15 g *OTC*	☒ YES ☐ NO
5	MILK OF MAGNESIA *OTC*	☒ YES ☐ NO
6	MAGNNESIUM HYD *OTC*	☒ YES ☐ NO
7	IBUPROFEN 400 mg *OTC*	☒ YES ☐ NO
8	POLYSPORIN OINTMENT *OTC*	☒ YES ☐ NO
9	THROAT LOZENGES GREEN *OTC*	☒ YES ☐ NO
10	KAOPECTOLIN *OTC*	☒ YES ☐ NO
11	BEN – GAY BRAND NAME *OTC* MUSCLE RUB GENERIC	☒ YES ☐ NO
12	FUROSEMIDE 20 mg *RX*	☒ YES ☐ NO
13	LITHIUM 300 mg *RX*	☒ YES ☐ NO
14	SERTALINE 50 mg *RX*	☒ YES ☐ NO
15	ERYTHROMYCIN 500 mg *RX*	☒ YES ☐ NO
16	TRAZODONE 50 mg *RX*	☒ YES ☐ NO
17	AMOXICILLN 500 mg *RX*	☒ YES ☐ NO
18	GUAFENESIN 600 MG *RX*	☒ YES ☐ NO
19	VALPROIC ACID 250 mg *RX*	☒ YES ☐ NO
20	PHENYTOIN SOD EX 100 MG TABS *RX*	☐ YES ☒ NO
21	TETANUS TOXOID *RX*	☒ YES ☐ NO
22	BENZTROPINE *RX*	☒ YES ☐ NO
23	ALBUTEROL INHALER *RX*	☒ YES ☐ NO

EXHIBIT "B"
"LEGEND & NON-LEGEND PHARMACEUTICALS"
BID NO: 2009-384-10-07-MEG

24	DEPAKOTE *RX*	☒ YES ☐ NO
25	ARISTOCOT / KENOLOG BRAND NAME *RX* TRIAMCINALONE 0.1 % GENERIC	☒ YES ☐ NO
26	SILVADENE CREME BRAND NAME *RX* SILVERSULFADIARONE GENERIC	☒ YES ☐ NO
27	CENTRUM BRAND NAME *OTC* CTM VITAMIN TABLETS GENERIC	☒ YES ☐ NO
28	VISINE BRAND NAME *OTC* TETRAHYDROZOLINE GENERIC	☒ YES ☐ NO
29	BETADINE OINTMENT BRAND NAME *OTC* PROVIDONE SCRUB GENERIC	☒ YES ☐ NO
30	HYDROSCORTISONE cream 1% GENERIC *OTC*	☒ YES ☐ NO
31	CORTISPORIN OPHTHALMIC ointment BRAND NAME *RX* OCCUSPORIN HC OPHTHALMIC ointment GENERIC	☒ YES ☐ NO
32	TINACTIN CREAM 1 % BRAND NAME *OTC* TOLNAFTATE CREAM 1% GENERIC	☒ YES ☐ NO
33	TYLENOL EXTRA STRENGTH CAPLET 500 MGS BRAND NAME *OTC* ACETAMINOPHEN 500 mg CAPLET EXTRA-STRENGTH GENERIC	☒ YES ☐ NO
34	MAALOX PLUS SUSPENSION BRAND NAME *OTC* ALAMAG PLUS GENERIC	☒ YES ☐ NO
35	OCEAN NASAL SPRAY *OTC* SEA MIST NASAL	☒ YES ☐ NO
36	DUCOLAX 5MGS. TABLETS BRAND NAME *OTC* BISACODYL 5MG E.C. TABS GENERIC	☒ YES ☐ NO
37	SURFAX 240 MG *OTC* DCS SOFT GEL	☒ YES ☐ NO
38	ALCOHOL PREP PADS *OTC*	☒ YES ☐ NO
39	IV CANNULAS *OTC*	☒ YES ☐ NO
40	IV START KITS *OTC*	☒ YES ☐ NO
41	STERILE H2O *OTC*	☒ YES ☐ NO
42	NS FOR IRRIGATION *OTC*	☒ YES ☐ NO
43	IV FLUID 0.9%NS,D5W,LR *OTC*	☒ YES ☐ NO
44	IV POLES *OTC*	☒ YES ☐ NO
45	IV TUBING *OTC*	☒ YES ☐ NO

EXHIBIT "B"
"LEGEND & NON-LEGEND PHARMACEUTICALS"
BID NO: 2009-384-10-07-MEG

	PRODUCTS USED MOST	DOES YOUR COMPANY CARRY GENERIC
46	SPUFFLE PLASTIC ¾ OZ. PLASTIC SQUAT CUPS *OTC*	☒ YES ☐ NO
47	AMMONIA INHALANTS AMPULES *OTC*	☒ YES ☐ NO
48	COTTON BALLS MEDIUM *OTC*	☒ YES ☐ NO
49	INSULIN SYRINGES 28" X 1/2" SINGLE U-100 *OTC*	☒ YES ☐ NO
50	ASA EC *OTC*	☒ YES ☐ NO
51	ASA EC *OTC*	☒ YES ☐ NO
52	DEPAKOTE EC *RX*	☐ YES ☒ NO
53	LEXAPRO *RX*	☐ YES ☒ NO
54	TRILEPTAL *RX*	☒ YES ☐ NO
55	GEMFIBROZILE *RX*	☒ YES ☐ NO
56	HALDOL *RX*	☒ YES ☐ NO
57	HALDOL DEC *RX*	☒ YES ☐ NO
58	HALDOL LAC *RX*	☒ YES ☐ NO
59	LORAZEPAM *RX*	☒ YES ☐ NO
60	LORAZEPAM INJ. *RX*	☒ YES ☐ NO
61	GEODON *RX*	☐ YES ☒ NO
62	HEMORRHOIDAL SUPPOSITORIES *BRAND NAME OTC* COMPARABLE TO ANUSOL GENERIC	☒ YES ☐ NO
63	HEMORRHOIDAL CREAM BRAND NAME *OTC* COMPARABLE TO ANUSOL GENERIC	☒ YES ☐ NO
64	KWELL LOTION 1% BRAND NAME *OTC* LIDANE LOTION GENERIC	☒ YES ☐ NO
65	KWELL CREAM 1% BRAND NAME *OTC* LIDANE CREAM GENERIC	☒ YES ☐ NO
66	GLUCOPHAGE *RX*	☒ YES ☐ NO
67	GLIPIZIDE *RX*	☒ YES ☐ NO
68	OMPERAZOLE *RX*	☒ YES ☐ NO
69	RISPERDAL *RX*	☒ YES ☐ NO
70	RISPERDAL *RX*	☒ YES ☐ NO
71	LACTULOSE SOL. *RX*	☒ YES ☐ NO
72	PRINIVIL *RX*	☒ YES ☐ NO
73	RANITIDINE *RX*	☒ YES ☐ NO
74	SEROQUEL *RX*	☐ YES ☒ NO
75	SMZ-TMP DS *RX*	☒ YES ☐ NO
76	ZYPREXA *RX*	☐ YES ☒ NO

EXHIBIT "B"
"LEGEND & NON-LEGEND PHARMACEUTICALS"
BID NO: 2009-384-10-07-MEG

77	PAROXETINE *RX*	☒ YES ☐ NO
78	BUSPIRONE *RX*	☒ YES ☐ NO
79	ABILIFY *RX*	☐ YES ☒ NO
80	BUPROPION XL *RX*	☒ YES ☐ NO
81	CARBAMAZEPINE *RX*	☒ YES ☐ NO
82	NEOSPORIN OPTH SOL *RX*	☒ YES ☐ NO
83	EFFEXOR *RX*	☒ YES ☐ NO
84	TOPROL XL *RX*	☒ YES ☐ NO
85	PHENOBARBITAL *RX*	☒ YES ☐ NO
86	NOVOLIN NPH *RX*	☐ YES ☒ NO
87	NOVOLIN 70/30 *RX*	☐ YES ☒ NO
88	CATAPRESS *RX*	☒ YES ☐ NO
89	GLYBURIDE *RX*	☒ YES ☐ NO
90	CEPHALAXIN *RX*	☒ YES ☐ NO

BIDDER/COMPANY NAME: Westwood Pharmacy

ADDRESS: 5823 Patterson Avenue

CITY/STATE/ZIP CODE: Richmond, Virginia 23226

PHONE & FAX NO.'S: (804) 288-1933 / Fax: (804) 288-1510

CELL PHONE: (804) 519-3383

AUTHORIZED SIGNATURE: [signature]

PRINTED NAME: Jake Pasternak

TITLE: CFO

EMAIL ADDRESS: jake.pasternak@westwoodpharmacy.com

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department
thru Facsimile: (956) 318-2629 or Fax (956) 292-7612
in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539
or email: purchasing@co.hidalgo.tx.us

Company Name: MAO Westwood Pharmacy **Telephone No.** (804) 288-1933
dba Name: Westwood Pharmacy
Legal Name: MAO Pharmacy, Inc.
Mailing Address : 5823 Patterson Avenue **Fax No.** (804) 288-1510
Physical Address: 5823 Patterson Avenue
City, State, Zip Richmond, VA 23226 **Tax I.D. No.** 54-1857437
Remit to Address : 5823 Patterson Ave. **City, State, Zip** Richmond, VA 23226
E-Mail Address: jake.pasternak@westwoodpharmacy.com
Representative(s) Name(s) & Title(s) Jake Pasternak, CFO
Type of Organization (check one): ____ Individual ____ Partnership __X__ Corporation ____Non-Profit ____ LLC ____ Sole Proprietor ____ Other, Specify **State Identification No.** 54-1857437 **(Please attached completed W-9 form with this application)** **Federal Identification No. or (if individual) SS No.**
State of Incorporation: Virginia **Date:** July 1997 **Other:**
Type of Business (check one): ____ Manufacturer ____ Wholesaler __X__ Retailer ____ Broker ____ Distributor ____ Service Organization ____ Other, Specify
Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts: Jake Pasternak, CFO
Small and/or Disadvantaged Business Information (check application criteria) **Small Business:** **Disadvantaged Business (At Least 51% Ownership)** ☐ Less than 125,000 annual gross receipt ☐ Black American ☐ Native American ☐ Less than 250,000 annual gross receipt ☐ Hispanic American ☑ Women ☐ Less than 499,000 annual gross receipt ☐ Asian Pacific American ☐ Other ☐ More than 500,000 annual gross receipt
Have you been certified as a HUB or an MBE/WBE source?: ☑ Yes ☐ No
Indicate Certification No.(s): SWAM 668868 **or are Certificate(s) attached?:** ☐ Yes ☑ No
What type of product(s) is/are solicited by your company?:
Would you like to be provided with specifications for procurements of such products?: ☒ Yes ☐ No
***To Be Completed by the County*: Rec'd by (Purchasing):** **Date Rec'd by (Purchasing):** **Date Forwarded Information to Auditor's Office:** **Entry Date:** **Vendor No.:**

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☒ Yes ☐ No

If yes, by whom?: ☐ Texas Building & Procurement Commission ☒ Other Virginia

Indicate Certification No(s).: SWAM668868 or Are Certificate(s) Attached?: ☐ Yes ☒ No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: 0 %
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed: _____

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed: _____

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

Form **W-9**
(Rev. October 2007)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type See Specific Instructions on page 2.

Name (as shown on your income tax return)
MAO Pharmacy, Inc.

Business name, if different from above
Westwood Pharmacy

Check appropriate box: ☐ Individual/Sole proprietor ☑ Corporation ☐ Partnership
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ► .....
☐ Other (see instructions) ►

☐ Exempt payee

Address (number, street, and apt. or suite no.)
5823 Patterson Avenue

Requester's name and address (optional)

City, state, and ZIP code
Richmond, VA 23226

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

or

Employer identification number
54 1857437

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ► [signature] Date ► July 17, 2009

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

Certification
Regarding Debarment, Suspension and Ineligibility

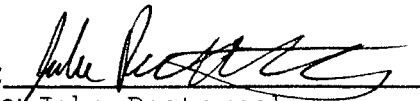
As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature: 
Print Name: Jake Pasternak
Title: CFO
Telephone Number: (804) 288-1933
Date: July 17, 2009

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, Jake Pasternak, possess all of the APPLICABLE:

1. Licenses: VA State Pharmacy License, Texas Certificate.
2. Bonds: _____.
3. Certificates: _____.
4. Permits: DEA Permits.
5. Other: _____.

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

Authorized Signature

October 5, 2009
Date

Westwood Pharmacy
Company

5823 Patterson Avenue
Address

Richmond, VA 23226
City, State, Zip

Insurance Requirement Acknowledgment

I, Jake Pasternak, authorized representative for Westwood Pharmacy, Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court;

☒ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners' Court; currently carry the following:

Automobile Liability: $ 1,000,000 General Liability: $ 3,000,000

☐ have already been met, see attached copy of insurance certificate.

Authorized Representative

October 5, 2009
Date

Notice to Bidder:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID FA WESTW-1

DATE (MM/DD/YYYY) 07/15/09

PRODUCER

GHT Insurance Agency, Inc.
P.O. Box 38059
Richmond VA 23231
Phone: 804-428-0000 Fax: 804-428-9991

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

*Westwood Pharmacy
MAO Pharmacy, Inc. T/A
5823 Patterson Avenue
Richmond VA 23226

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Fireman's Ins. Co of Wash., DC	21784
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	X	GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY CLAIMS MADE / OCCUR X Business Owners GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / PRO-JECT / LOC	CPA0017953-19	01/01/09	01/01/10	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1000000 $ 300000 $ 10000 $ $ 2000000 $
A		AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	CPA0017953-19 CPA0017953-19 CPA0017953-19	01/01/09 01/01/09 01/01/09	01/01/10 01/01/10 01/01/10	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1000000 $ $ $
		GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
A		EXCESS/UMBRELLA LIABILITY X OCCUR / CLAIMS MADE DEDUCTIBLE X RETENTION $ 0	CPA0017953-19	01/01/09	01/01/10	EACH OCCURRENCE AGGREGATE	$ 3000000 $ 3000000
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WCA0017955-19	01/01/09	01/01/10	X WC STATU-TORY LIMITS / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 500000 $ 500000 $ 500000
		OTHER					

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

CERTIFICATE HOLDER IS LISTED AS ADDITIONAL INSURED ONLY IN RESPECT TO THE GENERAL LIABILITY.

CERTIFICATE HOLDER

HIDALG1

Hidalgo County
Purchasing Department
2812 S. Highway Bus. 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

© ACORD CORPORATION 1988

TEXAS STATE BOARD OF PHARMACY
333 GUADALUPE ST STE 3 600
AUSTIN TX 78701

WESTWOOD PHARMACY CLINICAL
SERVICES
5823 PATTERSON AVE, STE A
RICHMOND, VA 23226



This certifies that the pharmacy named below is hereby licensed to operate as a Class E pharmacy.

License No. **25953** Expiration Date **0310**

Balances 0

WESTWOOD PHARMACY CLINICAL
SERVICES
5823 PATTERSON AVE, STE A
RICHMOND, VA 23226

Gay Dodson, R.Ph.
Executive Director-Secretary

MUST BE DISPLAYED IN FULL PUBLIC VIEW

COMMONWEALTH OF VIRGINIA

DEPARTMENT OF HEALTH PROFESSIONS

Sandra Whitley Ryals, Director

Elizabeth Scott Russell
Executive Director
(804) 367-4456

BOARD OF PHARMACY

9960 Mayland Drive, Suite 300
Richmond, VA 23233-1463
www.dhp.virginia.gov/pharmacy

Pharmacy Permit

WESTWOOD PHARMACY CLINICAL SERVICES

5823 PATTERSON AVENUE, SUITE A
Richmond VA 23226

Pharmacist in Charge
Shannon Dowdy
0202206202

Expires
04/30/2010

Number
0201003985

To Provide Information or File a Complaint About a Licensee, Call: 1-800-533-1560

CONTROLLED SUBSTANCE REGISTRATION CERTIFICATE
UNITED STATES DEPARTMENT OF JUSTICE
DRUG ENFORCEMENT ADMINISTRATION
WASHINGTON, D.C. 20537

DEA REGISTRATION NUMBER	THIS REGISTRATION EXPIRES	FEE PAID
BW8897829	05-31-2010	PAID

SCHEDULES	BUSINESS ACTIVITY	ISSUE DATE
2,2N, 3,3N,4,5	RETAIL PHARMACY	04-03-2007

WESTWOOD PHARMACY CLINICAL SR
5823 PATTERSON AVENUE SUITE A

RICHMOND VA 23226-0000

Sections 304 and 1008 (21 U.S.C. 824 and 958) of the Controlled Substances Act of 1970, as amended, provide that the Attorney General may revoke or suspend a registration to manufacture, distribute, dispense, import or export a controlled substance.

THIS CERTIFICATE IS NOT TRANSFERABLE ON CHANGE OF OWNERSHIP, CONTROL, LOCATION, OR BUSINESS ACTIVITY, AND IT IS NOT VALID AFTER THE EXPIRATION DATE.

Form DEA-223 (7/05)

5823 Patterson Avenue
Richmond, VA 23226
(866) 996-6379 (toll-free)

www.westwoodpharmacy.com
info@westwoodpharmacy.com
(866) 288-6707 (fax)

October 5, 2009

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539

WESTWOOD PHARMACY

HUNTER HOGGATT
VP/NATIONAL ACCOUNT MANAGER

5823 PATTERSON AVE. PHONE 804-288-1933
RICHMOND, VA 23226 CELL 804-519-3383
E-mail: hunter.hoggatt@westwoodpharmacy.com FAX 804-288-1508

Ms. Salazar:

Westwood Pharmacy is an offeror for the attached bid proposal for the Provision of Legend and Non-Legend Pharmaceuticals.

Westwood Pharmacy got its start over 50 years ago as a customer-oriented retail business. Westwood Pharmacy is currently providing pharmacy services to correctional facilities in nine states. We have been providing pharmacy services to Cameron County, Texas since 2007. We encourage you to contact Cameron County as a reference. We have been able to provide significant discounts to Cameron County by working with their medical department on a daily basis thus yielding them a 35% savings during their first year from what they had been previously spending with another national correctional pharmacy.

We have been recognized as one of the fastest growing national providers of comprehensive pharmacy services to correctional facilities. We have targeted southern Texas as an area of growth and would love the opportunity to service Hidalgo County. We understand the objective of the services to be performed and will commit to performing the services within the time period specified. Additionally we will comply with all applicable laws in carrying out the contract.

Our staff members work very closely with the medical departments of our facilities, seeking methods to stretch budgets that are constantly being lowered by tighter financial times. These methods may include regular drug utilization reviews, formulary reviews, or physician consultations. We commit to offering your facility 24-hour service, 7 days a week, in addition to offering the services of a pharmacist who will be available by phone immediately. Westwood Pharmacy takes great pride in the implementation of WebConnect. We are offering your facility our WebConnect system, which allows your facility to go online and gain access to real-time patient profiles, print MARs, order new medications, refills, check-in orders, and print drug monographs. We are confident that our firm can provide Hidalgo County with superior customer service, accessibility, and competitive pricing.

Westwood Pharmacy greatly appreciates the opportunity to bid on the enclosed proposal.

Respectfully Yours,

Hunter Hoggatt
VP/National Accounts Manager, Westwood Pharmacy, (804) 519-3383 (cell)

MEMORANDUM

RECEIVED
OCT 30 2009
By AR 10:15 AM

TO: Anacleto Martinez, Chief Administrator
Hidalgo County Adult Detention Facility
ATTN: Juan Tapia, Procurement Specialist

FROM: Elena Gomez, Buyer EG
Hidalgo County Purchasing Department

DATE: October 9, 2009

RE: **Bid No. 2009-384-10-07-MEG**
"LEGEND & NON-LEGEND PHARMACEUTICALS"

Attached you will find seven (7) copies of the bids received for 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 Friday October 16, 2009 @ 10:00 A.M. in order to place this item on the agenda for next Commissioners Court Meeting, Tuesday October 27, 2009 @ 1:00 P.M.**

If you should have any questions or need additional information please contact me at (956) 318-2626 x=4855

AWARD TO VENDOR(S):	RECOMMENDATION (BASIS)
Westwood Pharmacy	We order a much greater volume of over the counter medications
	and the savings is 10% higher than all other bidders.
ACCOUNT: 9-1100-423-21-280-002-0-1004	

Authorized Signature — A. Isenacio Martinez (Printed Name) — 10-29-09 (Date)

THE STATE OF TEXAS '
'
COUNTY OF HIDALGO '

SERVICE CONTRACT
C-09-384-00-00

THIS CONTRACT is made and entered into this ____ day of _____, 2009 by and between the **County of Hidalgo, Texas** ("County"), and _____ ("Company").

WHEREAS, Company responded to advertised notices for bids for **"Legend & Non-Legend Pharmaceuticals"** (the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with Exhibit "A" Request for Bids (RFB) Procurement Packet attached hereto respectively, and incorporated herein for all purposes of (the "RFB"); and;

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications within Exhibit "A" Request for Bids (RFB) Procurement Packet, 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 the **Hidalgo County Sheriff's Office**. This Contract does not extend to any third parties any duties or benefits conferred in any

DRAFT

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

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

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which

DRAFT

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

DRAFT

expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

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

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

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

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

If to Company: _____
_____
_____
_____

13. In case any one or more of the provisions contained in this Agreement

DRAFT

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

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

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

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

DRAFT

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

APPROVED AS TO FORM

By:_____

COUNTY OF HIDALGO

ATTEST:

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

_____
Arturo Guajardo, Jr., County Clerk

COMPANY: _____

By:_____
Printed Name:

Title:_____

_____

_____

DRAFT

EXHIBIT AA@

REQUEST FOR BIDS (RFB)

PROCUREMENT PACKET

DRAFT

EXHIBIT AB@

VENDOR=S BID

DRAFT

EXHIBIT AC@

INSURANCE REQUIREMENTS

DRAFT

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION SHEET

DEPARTMENT NAME: HIDALGO COUNTY SHERIFF'S OFFICE

BID OPENING DATE: October 7, 2009 | BID OPENING TIME: 9:30 A.M.

DESCRIPTION OF BID: "Legend and Non-Legend Pharmaceuticals"

BID NO: 2009-384-10-07-MEG

RFB #	NAME OF COMPANY	Class "E" Pharmacy	LEGEND/NON LEGEND PERCENTAGE AWP		OTC GENERIC PERCENT	Addendum #1	24 HOURS SERV.
1	**Maxor Correctional Pharmacy**	Yes	**Brand**	AAC + Professional fees $3.75	15 %	✖	YES
			Generic				
2	**San Juan Pharmacy**	Local	**Brand**	14 %	15 %	✔	YES
			Generic	17.5 %			
3	**IHS Pharmacy**	Yes	**Brand**	17 %	28 %	✔	YES
			Generic	72 %			
4	**Westwood Pharmacy**	Yes	**Brand**	20.3 %	35 %	✔	YES
			Generic	75.04 %			
5	**Ochoa Pharmacy**	Local	**Brand**	17 %	20 %	✔	YES
			Generic	32 %			
6	**US Script**	No	**Brand**	19 % + 1.00 filling fee	5% unless below pharmacy cost, then acquisitions cost + 5%	✔	YES
			Generic	50 % or FMAC + 1.00 filling fee			
7	**Contract Pharmacy**	Yes	**Brand**	20 %	25 %	✔	YES
			Generic	85 %			

18 803

AI-18292 **28.I.1.**

Requesting Approval of Payment No. 6 for Gignac Architects
CC REGULAR

Date:	11/03/2009
Submitted By:	Rocio Villarreal, PURCHASING DEPT.
Submitted For:	Rocio Villarreal
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Purchasing only:** Sheriff's Office

Information

CAPTION

Acceptance and approval for Invoice #7 in the amount of $136,816.85, from Gignac & Associates Architects LLP., contracted architect for "Construction of Hidalgo County Sheriff's Office Substation in Precinct No. 1 Area"-contract #C-08-051-01-30.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1336-423-00-280-036-0-720

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

BUDGETARY IMPACT:

PO 601736 available balance as of $46,646.71. Funding pending approval of PO increase.

Attachments

Link: Invoice 7

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	10/29/2009 09:45 AM	APRV
2	Budget & Management	Erika Zamora	10/29/2009 12:31 PM	APRV
3	Manuel Chapa	Manuel Chapa	10/30/2009 03:21 PM	APRV
4	Auditor's Office		10/30/2009 04:23 PM	NEW

Form Started By: Rocio Villarreal Started On: 10/28/2009 03:04 PM

Final Approval Date: 10/30/2009

GIGNAC | ARCHITECTS

September 24, 2009

Mr. Juan M. Tapia, Procurement Specialist
County of Hidalgo Sheriff's Office
711 El Cibolo Road
PO Box 1228
Edinburg, Texas 78450

Re: County of Hidalgo
Sheriff's Office Substations 1
Project No.: 07.10
P.O. Order 601736/C-08-051-01-30

Dear Mr. Tapia:

Enclosed, please find our Invoice No. 7 for architectural services on the above referenced project for the amount of $136,816.85.

We would appreciate payment of this invoice at your earliest convenience.

Thank you for your consideration.

Sincerely,

GIGNAC & ASSOCIATES LLP

Raymond Gignac, AIA

RG/im

416 STARR STREET · CORPUS CHRISTI, TEXAS 78401
PHONE: 361/884-2661 · FAX: 361/884-4232

INVOICE #: 7
DATE: 1-Sep-09
RE: County of Hidalgo
Sheriff's Office Substations 1
Project No. : 07.10
PO #601736/C-08-051-01-30

COUNTY OF HIDALGO SHERIFF'S OFFICE
ATTN: JUAN TAPIA, PROCUREMENT SPECIALIST
711 EL CIBOLO ROAD
PO BOX 1228
EDINBURG, TX. 78450

FOR PROFESSIONAL SERVICES RENDERED: *1/1/2009 through 8/31/2009*

Base Proposal	$2,615,000	x	7.25%	$ 189,587.50
Civil Portion	$952,517	x	7.25%	$ 69,057.48
Alternate No. 1/Community Room	$196,400	x	7.25%	$ 14,239.00
Alternate No. 2/Intox-Lab	$83,200	x	7.25%	$ 6,032.00
Alternate No. 3/Add.Holding Cells	$306,600	x	7.25%	$ 22,228.50
Alternate No. 4/Sally Port	$130,000	x	7.25%	$ 9,425.00
Alternate No. 5/Site Work	$524,854	x	7.25%	$ 38,051.92
Alternate No. 6/8'Security Fence	$97,000	x	7.25%	$ 7,032.50
Alternate No. 7/Filling Station	$22,000	x	7.25%	$ 1,595.00

FEE BASIS: $ 357,248.90 Final Fee adjusted in accordance with final construction cost.

	% FEE	FEE	% COMP	TOTAL EARNED	PREV. BILLED	DUE THIS INVOICE
A. BASIC SERVICES:						
1) SCHEMATIC DESIGN	15.0%	$ 53,587.34	100%	$ 53,587.34	$ 27,187.50	$ 26,399.84
2) DESIGN DEVELOPMENT	20.0%	71,449.78	100%	71,449.78	36,250.00	35,199.78
3) CONSTRUCTION DOCUMENTS	40.00%	142,899.56	100%	142,899.56	68,875.00	74,024.56
4) RECEIPT OF BIDS	5.00%	17,862.45	0%	0.00	0.00	0.00
5) CONSTRUCTION PHASE	20%	71,449.78	0%	0.00	0.00	0.00
Total Basic Services	100%	$ 357,248.90		$ 267,936.68	$ 132,312.50	$ 135,624.18
B. REIMBURSABLE EXPENSES:						
1. Printing/Reproduction	*419.64*			$ 1,383.21	$ 963.57	$ 419.64
2. Telephone/Faxes				0.00	0.00	0.00
3. Postage/Delivery	*73.03*			202.50	129.47	73.03
4. Photography				0.00	0.00	0.00
5. Travel/Subsistence				597.75	597.75	0.00
6. Consultant Fees	*(Rendering)*			1,300.00	600.00	700.00
Total Reimbursable Expenses				$ 3,483.46	$ 2,290.79	$ 1,192.67
C. PROJECT TOTALS:				$ 269,236.68	$ 134,603.29	$ 136,816.85

GIGNAC & ASSOCIATES ARCHITECTS LLP

By: _____
Raymond Gignac, AIA

Please remit payment to:
Gignac & Associates LLP
416 Starr Street
Corpus Christi, TX 78401

Ridgway's
THE IMAGE COMMUNICATIONS TEAM

ARC
An American Reprographics Company

FILE COPY

INVOICE NUMBER

REMIT TO:
RIDGWAY'S - CORPUS CHRIST
P.O. BOX 2117
CORPUS CHRISTI, TX 78403
Phone: (361) 882-7471
Fax: (361) 882-9298
TaxId: 746036592

15-197635

Order: 238905
Date: 03/10/2009
Time: 8:54AM

BILL TO:

GIGNAC & ASSOCIATES
416 STARR
ATTN; A/P DEPT.
CORPUS CHRISTI TX 78401

34400

SHIP TO:

GIGNAC & ASSOCIATES
416 STARR
ATTN; A/P DEPT.
CORPUS CHRISTI TX 78401
Phone: (361)884-2661

Ordered By
RACHELE

Project Number	Ship Via	Salesman	Invoiced By
COVERS	Our truck	HOUSE	ROSIE

INVOICE

TERMS: Net 30 Days

ITEM NUMBER	DESCRIPTION	UOM	QUANTITY SHIPPED	QUANTITY BACK ORDERED	UNIT PRICE	EXTENSION
2501.01	COLOR LASER 1-SIDE 11 X 17 3 copies of 2 originals	CP	6		1.7500	10.50
4040.01	5 MIL 2-SIDED - LAMINATING 1 set of 6(9x11) 6 sq ft	SF	6			25.20
2218.03 TRIMMING	LABOR - DIGITAL IMAGING	EA	1		15.00	15.00

GO GREEN WITH RIDGWAY'S!
Please join Ridgway's in our commitment
to environmental responsibility by
utilizing our GREEN products & services.
Call now for more information.

GROSS AMOUNT	TAX %	TAX AMOUNT	FREIGHT CHARGES	TOTAL AMOUNT DUE
50.70	8.2500	4.18		$54.88

RECEIVED IN GOOD CONDITION
X _____ DATE _____ TIME _____

Late Charges of 1.5% per month, equal to 18% annually, will be applied to past due balance.

RGV Reprographics, Inc.
519 S.Broadway
PO Box 1959
McAllen, TX 78505
USA

Voice: (956) 686-1525
Fax: (956) 686-1529

Harlingen
423.1520

INVOICE

Invoice Number 83316
Invoice Date: Aug 4, 2009
Page: 1

Bill To:	Ship to:
Gignac & Associates LLP 416 Starr Street Corpus Christi, TX 78401 USA	Gignac & Associates 222 E. Van Buren, Ste. 102 Harlingen, TX 78550 USA

Hidalgo Cty Sheriffs Office

Customer ID	Customer PO	Payment Terms	
GIGNAC	07.10	Net 30 Days	
Sales Rep ID	**Branch**	**Ship Date**	**Due Date**
EDG - Sales Rep	Harlingen Clp		9/3/09

Quantity	Item	Description	Unit Price	Amount
1,212.00	3200B-03	DIGITAL PRINTING 1001-2000 SF 101 orig 2 ea 24x36	0.180	218.16
2.00	2543-03	BINDING -WIDE FORMAT	0.500	1.00
1,998.00	2500A-03	8.5 X 11 COPIES 998 orig 2ea	0.050	99.80
2.00	2542-03	BINDING -SPECS	1.500	3.00
1.00	9915-01	DELIVERY CHARGE zone 6	15.000	15.00
		HIDALGO COUNTY SHERIFF SUB-STATION		

ENTERED

Subtotal	336.96
Sales Tax	27.80
Freight	
Total Invoice Amount	364.76
Payment/Credit Applied	
BALANCE DUE	364.76

Check/Credit Memo No:

SEP-02-2009 10:41 From:RGV REPROGRAPHICS 956 423 1529 To:19566861529 P.1/2

Invoice No 131856 **Customer #** 0W083291308
Invoice Date 04/29/2009 **Customer** GIGNAC & ASSOC

AIRBILL NUMBER ORIGIN / DEST SHIP DATE YOU OWE AS DESCRIPTION	CUSTOMER NUMBER SENDER SENT BY REFERENCE NUMBER	CUSTOMER NUMBER RECEIVER ATTENTION	WGT - REC AT # PCS CHG WGT WGT CODE - ZONE	CHG TYPE	CHARGE AMOUNT	DISCOUNT PRICE	LIST PRICE
1ZE8536X139- 1598762 03/23/2009 SHIPPER	GIGNAC & ASSOCIATES 416 STARR ST CORPUS CHRISTI TX 78401 ROJELIO HERNANDEZ HIDALGO CO.	RGV REPROGRAPHICS 519 S BROADWAY ST MCALLEN TX 78501 RGV REPROGRAPHICS	15 1 02	NAS AF-FS	18.30 0.46	18.76	22.13
1ZE8536X139- 4744384 03/23/2009 SHIPPER	GIGNAC & ASSOC 416 STARR CORPUS CHRISTI TX 78401 IRIS MORENO HCISD TENNIS COURTS	HCISD 1901 N 77 SUNSHINESTRIP HARLINGEN TX 78550 MR. RAMIRO FLORES	LX 1 02	NAS AF-FS	8.60 0.22	8.82	10.41
1ZE8536X029- 2984407 03/24/2009 SHIPPER	GIGNAC & ASSOC 416 STARR CORPUS CHRISTI TX 78401 IRIS MORENO PERSONAL	FLORES 1405 ENCHANTED CIRCLE MISSION TX 78572 KINO FLORES	LX 1 02	SDS AF-RD AF-FS	6.86 2.40 0.23	9.49	10.75
1ZE8536X139- 9233113 03/26/2009 SHIPPER	GIGNAC & ASSOC 416 STARR CORPUS CHRISTI TX 78401 IRIS MORENO PERSONAL	UBS FINANCIAL SERVICES 111 N. ORANGE AVE., STE. 1 ORLANDO FL 32801 KEVIN DAVIDSON	LX 1 05	NAS AF-FS	12.94 0.32	13.26	15.65
ZZE8536X139- 03/28/2009	E8536X GIGNAC & ASSOC 416 STARR CORPUS CHRISTI TX 78401		1	AF-WSF	9.00	9.00	9.00

WWE Corpus Christi II KG
8000 IH 10 WEST SUITE 1150
SAN ANTONIO TX 78230
CUSTOMER SERVICE (210) 293-2100

AF - Additional Fee
LX - Letter
RD - Residential Delivery
WSF - Weekly Service Fee

FS - Fuel Surcharge
NAS - Next Afternoon Service
SDS - Second Day Service

WORLDWIDE EXPRESS KG
8000 IH 10 WEST
SUITE 1150
SAN ANTONIO TX 78230

INVOICE DATE	CUSTOMER NUMBER	INVOICE NUMBER	DUE DATE	AMOUNT BEFORE DUE DATE
04/29/2009	0W083291308	131856	DO NOT PAY	DO NOT PAY
				AMOUNT AFTER DUE DATE
				DO NOT PAY

REMIT TO:

GIGNAC & ASSOC
416 STARR
CORPUS CHRISTI TX 78401

WORLDWIDE EXPRESS
8000 IH 10 WEST
SUITE 1150
SAN ANTONIO TX 78230

THANK YOU FOR SHIPPING WITH WORLDWIDE EXPRESS

INVOICE DATE	CUSTOMER NUMBER	INVOICE #	AIRBILLS	DUE DATE	AMOUNT BEFORE DUE DATE
04/29/2009	0W083291308	131856	71	DO NOT PAY	DO NOT PAY
					AMOUNT AFTER DUE DATE
				NET PAYMENT DUE 21 DAYS	DO NOT PAY

BILL TO: GIGNAC & ASSOC
416 STARR
CORPUS CHRISTI TX 78401

A LATE FEE OF 1 1/2% INTEREST PER MONTH (18% INTEREST PER ANNUM), OR THE MAXIMUM ALLOWABLE BY LAW MAY BE ASSESSED FOR ALL AMOUNTS OWED PAST 21 DAYS FROM THE DATE OF INVOICE.

AIRBILL NUMBER ORIGIN / DEST SHIP DATE YOU OWE AS DESCRIPTION	CUSTOMER NUMBER SENDER SENT BY REFERENCE NUMBER	CUSTOMER NUMBER RECEIVER ATTENTION	WGT - REC AT # PCS CHG WGT WGT CODE - ZONE	CHG TYPE	CHARGE AMOUNT	DISCOUNT PRICE	LIST PRICE
1ZE8536X139- 2996357 03/19/2009 SHIPPER	GIGNAC & ASSOCIATES 416 STARR ST CORPUS CHRISTI TX 78401 ROJELIO HERNANDEZ LOSTPEICH/SAN PEDRO	GREEN RUBIANO & ASSOCIATES 1220 W HARRISON AVE HARLINGEN TX 78550 BRIAN DRACHENBURG/HE	LX 1 02	NAS AF-FS	8.60 0.22	8.82	10.41
1ZE8536X029- 4879590 03/23/2009 SHIPPER	GIGNAC & ASSOC 416 STARR CORPUS CHRISTI TX 78401 IRIS MORENO PERSONAL	GIGNAC & ASSOCIATES 222 E. VAN BUREN HARLINGEN TX 78550 ANA SALAS	LX 1 02	SDS AF-FS	6.86 0.17	7.03	8.29
1ZE8536X139- 0442770 03/23/2009 SHIPPER	GIGNAC & ASSOCIATES 416 STARR ST CORPUS CHRISTI TX 78401 ROJELIO HERNANDEZ HIDALGO CO.	RGV REPROGRAPHICS 519 S BROADWAY ST MCALLEN TX 78501 RGV REPROGRAPHICS	20 1 02	NAS AF-FS	21.11 0.53	21.64	25.54

WWE Corpus Christi II KG
8000 IH 10 WEST SUITE 1150
SAN ANTONIO TX 78230
CUSTOMER SERVICE (210) 293-2100

AF - Additional Fee
LX - Letter
SDS - Second Day Service

FS - Fuel Surcharge
NAS - Next Afternoon Service

Invoice No 131856
Invoice Date 04/29/2009
Customer # 0W083291308
Customer GIGNAC & ASSOC

Worldwide EXPRESS

AIRBILL NUMBER / ORIGIN / DEST / SHIP DATE / YOU OWE AS / DESCRIPTION	CUSTOMER NUMBER / SENDER / SENT BY / REFERENCE NUMBER	CUSTOMER NUMBER / RECEIVER / ATTENTION	WGT - REC AT / # PCS / CHG WGT / WGT CODE - ZONE	CHG TYPE	CHARGE AMOUNT	DISCOUNT PRICE	LIST PRICE
1ZV31414029- 9121613 03/24/2009 SHIPPER	GIGNAC & ASSOC 222 E VAN BUREN HARLINGEN TX 78550 ROLANDO CASTILLO 07.02 PSJA	DBR ENGINEERING CONSULTANT 8626 TESORO DR STE 702 SAN ANTONIO TX 78217 BRIAN C. UHLRICH	1 1 03	SDS AF-FS	7.03 0.18	7.21	8.51
1ZV31414019- 3304081 03/25/2009 SHIPPER	GIGNAC & ASSOC 222 E VAN BUREN HARLINGEN TX 78550 ROLANDO CASTILLO 07.05 RAYMONDVILLE	STANLEY SECURITY SOLUTIONS 9518 ANDREW PT SAN ANTONIO TX 78251 ROCKY RIVAS	1 1 03	EXP AF-FS	14.50 0.36	14.86	17.54
1ZV31414029- 5206628 03/25/2009 SHIPPER	GIGNAC & ASSOC 222 E VAN BUREN HARLINGEN TX 78550 ROLANDO CASTILLO 06.32 LA JOYA	LEYENDECKER CONSTRUCTION I 4220 SANDERS AVE LAREDO TX 78041 RENEE CORTES	1 1 03	SDS AF-FS	7.03 0.18	7.21	8.51
1ZV31414029- 0088695 03/26/2009 SHIPPER	GIGNAC & ASSOC 222 E VAN BUREN HARLINGEN TX 78550 ROLANDO CASTILLO 07.10 HIDALGO SHERIFF	DBR ENGINEERING CONSULTANT 8626 TESORO DR STE 702 SAN ANTONIO TX 78217 ZAC MORTON	1 1 03	SDS AF-FS	7.03 0.49	7.52	8.88
1ZV31414029- 6915253 03/26/2009 SHIPPER	GIGNAC & ASSOC 222 E VAN BUREN HARLINGEN TX 78550 ROLANDO CASTILLO 07.10 SHERIFF'S OFFICE	TEXAS COMMISSION ON JAIL S 300 W. 15TH STREET SUITE 5 AUSTIN TX 78711 JAMES SHORT	LX 1 03	SDS AF-FS	7.03 0.18	7.21	8.51
1ZV31414029- 7667449 03/26/2009 SHIPPER	GIGNAC & ASSOC 222 E VAN BUREN HARLINGEN TX 78550 ROLANDO CASTILLO 08.12 EARLY COLLEGE HS	STANLEY SECURITY SOLUTIONS 9518 ANDREW PT SAN ANTONIO TX 78251 ROCKY RIVAS	LX 1 03	SDS AF-FS	7.03 0.18	7.21	8.51
1ZV31414039- 9903231 03/26/2009 SHIPPER	GIGNAC & ASSOC 222 E VAN BUREN HARLINGEN TX 78550 ROLANDO CASTILLO 07.05 RAYMONDVILLE	ALDERSON ASSOCIATES ENG. 8415 DATA POINT DR. SAN ANTONIO TX 78229 CHARLIE JOHNSON	1 1 03	GND AF-FS	4.81 0.13	4.94	5.83
1ZV31414039- 8622662 03/30/2009 SHIPPER	GIGNAC & ASSOC 222 E VAN BUREN HARLINGEN TX 78550 ROLANDO CASTILLO 07.02 PSJA	PHARR SAN JUAN ISD 601 E. KELLY PHARR TX 78577 MANUEL RIVERA	1 1 02	GND AF-FS	4.71 0.19	4.90	5.78

WWE Corpus Christi II KG
8000 IH 10 WEST SUITE 1150
SAN ANTONIO TX 78230
CUSTOMER SERVICE (210) 293-2100

AF - Additional Fee
FS - Fuel Surcharge
LX - Letter

EXP - Express
GND - Ground
SDS - Second Day Service

5

Invoice No 131856
Invoice Date 04/29/2009
Customer # 0W083291308
Customer GIGNAC & ASSOC

Worldwide EXPRESS

AIRBILL NUMBER ORIGIN / DEST SHIP DATE YOU OWE AS DESCRIPTION	CUSTOMER NUMBER SENDER SENT BY REFERENCE NUMBER	CUSTOMER NUMBER RECEIVER ATTENTION	WGT - REC AT # PCS CHG WGT WGT CODE - ZONE	CHG TYPE	CHARGE AMOUNT	DISCOUNT PRICE	LIST PRICE
1ZE8536X139- 0554819 03/30/2009 SHIPPER	GIGNAC & ASSOCIATES 416 STARR ST CORPUS CHRISTI TX 78401 ROJELIO HERNANDEZ HIDALGO CO.	MOTUNRAYO BADRU 3727 ASHFORD VILLA LANE HOUSTON TX 77082 TUNRAYO BADRU	2 1 DIM FRT 03	NAS AF-RD AF-FS	14.33 2.40 1.17	17.90	20.66
1ZE8536X139- 6070723 03/31/2009 SHIPPER	GIGNAC & ASSOC 416 STARR CORPUS CHRISTI TX 78401 IRIS MORENO PERSONAL	GIGNAC 103 FIDELITY ST COLLEGE STATION TX 77840 NICHOLAS GIGNAC	LX 1 03	NAS AF-RD AF-FS	9.75 2.40 0.85	13.00	14.88
1ZE8536X139- 6244134 03/31/2009 SHIPPER	GIGNAC & ASSOC 416 STARR CORPUS CHRISTI TX 78401 IRIS MORENO PERSONAL	GIGNAC & ASSOCIATES 222 E. VAN BUREN HARLINGEN TX 78550 ANA SALAS	LX 1 02	NAS AF-FS	8.60 0.60	9.20	10.86
1ZE8536X019- 6677341 04/01/2009 SHIPPER	GIGNAC & ASSOC 416 STARR CORPUS CHRISTI TX 78401 LA JOYA	LA JOYA ISD 201 E EXPRESSWAY 83 LA JOYA TX 78560 DR. ALDA T. BENAVIDE	LX 1 02	EXP AF-FS	9.75 0.68	10.43	12.31
1ZE8536X139- 5014358 04/01/2009 SHIPPER	GIGNAC & ASSOC 416 STARR CORPUS CHRISTI TX 78401 IRIS MORENO BROWNSVILLE ISD	BROWNSVILLE ISD 1900 E PRICE RD BROWNSVILLE TX 78521 OSCAR TAPIA	LX 1 02	NAS AF-FS	8.60 0.60	9.20	10.86
1ZE8536X139- 6219162 04/01/2009 SHIPPER	GIGNAC & ASSOC 416 STARR CORPUS CHRISTI TX 78401 IRIS MORENO EARLY COLLEGE	HCISD 1901 N 77 SUNSHINESTRIP HARLINGEN TX 78550 MR. RAMIRO FLORES	LX 1 02	NAS AF-FS	8.60 0.60	9.20	10.86
1ZE8536X019- 2046824 04/02/2009 SHIPPER	GIGNAC AND ASSOCIATES 416 STARR STREET CORPUS CHRISTI TX 78401 WD CARMICHAEL PSJA SUBMITTALS	GIGNAC & ASSOCIATES 222 E. VAN BUREN HARLINGEN TX 78550 ANA SALAS	2 1 DIM FRT 02	EXP AF-FS	12.85 0.90	13.75	16.22
1ZE8536X139- 9288181 04/02/2009 SHIPPER	GIGNAC & ASSOC 416 STARR CORPUS CHRISTI TX 78401 IRIS MORENO BAYFRONT DEVELOPMENT	SASAKI ASSOCIATES, INC. 64 PLEASANT ST WATERTOWN MA 02472 MICHAEL SHELTON	2 1 DIM FRT 07	NAS AF-FS	25.07 1.75	26.82	31.65

3D Sky America Ltd. Co.

PO Box 84323
Pearland, TX 77584

Invoice

Date	Invoice #
2/3/2009	1179

Bill To
GIGNAC Associates Motunrayo Badru 416 Starr Street Corpus Christi, TX 78401

Terms	Due Date	Account #	Project
2 Wks After Deliver	2/18/2009		Hidalgo Rendering

Quantity	Description	Rate	Amount
	Rights to reproduce any images and/or animations	700.00	700.00

Thank you for choosing 3D Sky America!

Subtotal	$700.00
Sales Tax (8.25%)	$0.00
Total	$700.00
Payments/Credits	$0.00
Balance Due	$700.00

3D Sky America Ltd. Co.

Phone: 713.436.5445
Fax: 713.436.1319
E-mail: info@3dskyimage.com
Web Site: www.3dskyimage.com

ENTERED

AI-18260 **28.J.2.**

Request for Home Depot/Lowe's Commercial Account

CC REGULAR

Date:	11/03/2009
Submitted By:	Ovidio Gonzalez, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department
Purchasing only:	Co. Wide

Information

CAPTION

Consideration and approval of Home Depot Commercial Account request form(s) submitted by Elected Officials/Department Heads/Agency and/or Program Directors:

a. Precinct No. 2
b. Precinct No. 4
c. Juvenile Justice Center

BACKGROUND

Please see attached documents.

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** VARIOUS

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

BUDGETARY IMPACT:

NO FUNDING REQUIRED. PURCHASES ON AN AS NEEDED BASIS. PO MUST BE IN PLACE BEFORE PURCHASE.

Attachments

Link: Home Depot Request Pct 2 11-3-09

Link: Home Depot Request JJC 11-3-09

Link: Lowes Request JJC 11-3-09

Link: backup

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	10/28/2009 01:17 PM	APRV
2	Budget & Management	Erika Zamora	10/28/2009 01:18 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	10/29/2009 01:48 PM	APRV
4	Auditor's Office		10/30/2009 04:23 PM	NEW

Form Started By: Ovidio Gonzalez Started On: 10/28/2009 09:26 AM

Final Approval Date: 10/30/2009

COMMERCIAL ACCOUNT REQUEST FORM

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

Department:	Hidalgo County Precinct No.2
Commercial Acct Requested:	The Home Depot
Billing Address:	301 E. State. Pharr. Texas 78577
Number of Cards (if applicable)	2
Commercial Acct Manager:	Yolanda Cisneros This person can not have use of the account
Phone Number:	956-787-1891 **County Email**: yoli.cisneros@co.hidalgo.tx.us
Hidalgo Co Acct Number:	
Requested By:	/ Hector "Tito" Palacios Sign & Print Elected/Official Supervisor/Director

On behalf of my department, I hereby request the commercial account for the following department. I understand that the account is to be used for the purpose of obtaining county related items for the designated Hidalgo County department for which the account is issued.

For Purchasing Department Use Only

Approved by Commissioners Court On:	
Reviewed by Commercial Account Administrator:	
Account Received by Dept on:	Date Returned/Cancelled:
Account Received by Department:	Sign & Print Authorized Elected Official/Supervisor/Director

User Name	DOB	User ID *(6 digits)*	*DBM Use Only* License Verification	*Purchasing Dept. Use Only* Training Date & Signed Commercial Acct Policy
Carlos Contreras	02/12/1955	143459		
Roque Cavazos	10/16/1975	057339		

COMMERCIAL ACCOUNT REQUEST FORM

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

Department:	Judge Mario E. Ramirez, Juvenile Justice Center
Commercial Acct Requested:	HOME DEPOT
Billing Address:	P.O. BOX 267, Edinburg, TX 78540
Number of Cards (if applicable)	3
Commercial Acct Manager:	Elena Gaitan
	This person can not have use of the account
Phone Number:	956-587-6200 **County Email**: Elena.gaitan@jpd.co.hidalgo.tx.us
Hidalgo Co Acct Number:	
Requested By:	Israel "Buddy" Silva, Jr.
	Sign & Print Elected/Official Supervisor/Director

On behalf of my department, I hereby request the commercial account for the following department. I understand that the account is to be used for the purpose of obtaining county related items for the designated Hidalgo County department for which the account is issued.

For Purchasing Department Use Only

Approved by Commissioners Court On:	
Reviewed by Commercial Account Administrator:	
Account Received by Dept on:	Date Returned/Cancelled:
Account Received by Department:	
	Sign & Print Authorized Elected Official/Supervisor/Director

User Name	DOB	User ID *(6 digits)*	*DBM Use Only* License Verification	*Purchasing Dept. Use Only* Training Date & Signed Commercial Acct Policy
Richard Garza	7/24/74	078913		
Rene De Luna	6/26/60	095192		
Alfonzo De Luna	2/21/45	175692		

COMMERCIAL ACCOUNT REQUEST FORM

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

Department:	Judge Mario E. Ramirez, Juvenile Justice Center
Commercial Acct Requested:	LOWE'S
Billing Address:	P.O. BOX 267, Edinburg, TX 78540
Number of Cards (if applicable)	3
Commercial Acct Manager:	Elena Gaitan
	This person can not have use of the account
Phone Number:	956-587-6200 **County Email**: Elena.gaitan@jpd.co.hidalgo.tx.us
Hidalgo Co Acct Number:	
Requested By:	Israel "Buddy" Silva, Jr.
	Sign & Print Elected/Official Supervisor/Director

On behalf of my department, I hereby request the commercial account for the following department. I understand that the account is to be used for the purpose of obtaining county related items for the designated Hidalgo County department for which the account is issued.

For Purchasing Department Use Only

Approved by Commissioners Court On:	
Reviewed by Commercial Account Administrator:	
Account Received by Dept on:	Date Returned/Cancelled:
Account Received by Department:	
	Sign & Print Authorized Elected Official/Supervisor/Director

User Name	DOB	User ID *(6 digits)*	*DBM Use Only* License Verification	*Purchasing Dept. Use Only* Training Date & Signed Commercial Acct Policy
Richard Garza	7/24/74	078913		
Rene De Luna	6/26/60	095192		
Alfonzo De Luna	2/21/45	175692		

COMMERCIAL ACCOUNT REQUEST FORM

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

Department:	HIDALGO COUNTY PCT. #4
Commercial Acct Requested:	HOME DEPOT
Billing Address:	1051 N. DOOLITTLE RD EDINBURG TEXAS 78542
Number of Cards (if applicable)	TWO
Commercial Acct Manager:	RUMALDO MUNOZ JR. (Accounts Payable Clerk)
	This person can not have use of the account
Phone Number:	**956-383-3112** **County Email**: rumaldo.munoz@co.hidalgo.tx.us
Hidalgo Co Acct Number:	
Requested By:	Commissioner Oscar L. Garza Jr. O. L. Garza Jr. 2023
	Sign & Print Elected/Official Supervisor/Director

On behalf of my department, I hereby request the commercial account for the following department. I understand that the account is to be used for the purpose of obtaining county related items for the designated Hidalgo County department for which the account is issued.

For Purchasing Department Use Only

Approved by Commissioners Court On: _____

Reviewed by Commercial Account Administrator: _____

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

Account Received by Department: _____

Sign & Print Authorized Elected Official/Supervisor/Director

AI-18165 **28.J.3.**

Section 125 Voluntary Insurance Products & COBRA Adm. Svc. for Hidalgo County

CC REGULAR

Date:	11/03/2009
Submitted By:	Gricelda Villarreal, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Purchasing only:** Co. Wide

Information

CAPTION

a. Presentation of the scoring & evaluation grid for the purposes of ranking of the responses received in connection with the request for proposals:"Section 125 Voluntary Insurance Products and COBRA Administration Services for Hidalgo County";

b. Award of the "Section 125 Voluntary Insurance Products and COBRA Administration Services for Hidalgo County" for the following:

1. Dental:
2. Vision:
3. Cancer:
4. Accidental:
5. Long Term and Short Term Disability:
6. Heart & Stroke:
7. COBRA Administration Services:
8. Other:

c. Authority to negotiate (if required) contracts for the Voluntary Insurance Products and COBRA Administration Services

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Most of the budgetary impact is borne by the participating employees via payroll deduction.

Attachments

Link: Partcipation and Acceptance Logs

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	10/30/2009 01:50 PM	APRV
2	Budget & Management	Erika Zamora	10/30/2009 01:52 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	10/30/2009 03:39 PM	APRV
4	Auditor's Office		10/30/2009 04:23 PM	NEW

Form Started By: Gricelda Villarreal Started On: 10/21/2009 04:45 PM

Final Approval Date: 10/30/2009

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING RESPONDENT'S LOG
REQUIREMENTS/RFP PACKETS
IBF-RFP-RFQ-RFI

RFP ACCEPTANCE DATE: **September 30TH , 2009** **RFP ACCEPTANCE TIME:** **9:30 A.M**

DEPARTMENT/PROPOSAL DESCRIPTION: **"SECTION 125 VOLUNTARY INSURANCE PRODUCTS FOR HIDALGO COUNTY AND DRAINAGE DISTRICT NO. ONE"**

RFP NO: **2009-350-09-30-CGV**

	NAME OF PROPOSER: COMPANY/FIRM & REPRESENTATIVE'S NAME	**PROPOSAL REQUEST *VIA**	**SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT**	**DATE**	**PHYSICAL ADDRESS CITY*STATE*ZIP PHONE & FAX NO.S**
1.	JESSE TREVINO INSURANCE AGENCY, INC. ALLEN BASSUK	√	abassuk@itiai.com	9/08/2009	5835 CALLAGHAN RD. SUITE 320 SAN ANTONIO, TX 78228 PH: 210-521-8803 ext. 3 FX: 210-521-8854
2.	MORALES INSURANCE SERVICES PETE MORALES	√	pmorales3035@sbcglobal.net	9/08/2009	1618 PECAN McALLEN, TEXAS 78501 OFFICE: 956-630-4343 FAX: 956-630-4374 CELL: 956-624-4132
3.	RUTH VILLARREAL INSURANCE RUTH VILLARREAL	√	info@ruthvillarreal.com	9/08/2009	2407 N. SHARY RD STE. A MISSION, TEXAS 78572 PH: 956-585-0060
4.	ALAMO INSURANCE GROUP INC. LETICIA GARICA/ JAVIER GUEVARA	√	Lgarica@alamoinsgrp.com	9/08/2009	3201 CHERRY RIDGE DR. SUITE D405 SAN ANTONIO, TX 78230 VOICE: 210-524-7113 FAX: 210-524-7164 CELL: 210-313-0083
5.	AFLAC MARK LOPEZ	IP	turtangel@yahoo.com	9/08/2009	3210 W. ALBERTA RD SUITE A McALLEN, TX 78501 PH: 956-681-0410

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

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING RESPONDENT'S LOG
REQUIREMENTS/RFP PACKETS
IBF-RFP-RFQ-RFI

RFP ACCEPTANCE DATE: **September 30TH , 2009** **RFP ACCEPTANCE TIME:** **9:30 A.M**

DEPARTMENT/PROPOSAL DESCRIPTION: **"SECTION 125 VOLUNTARY INSURANCE PRODUCTS FOR HIDALGO COUNTY AND DRAINAGE DISTRICT NO. ONE"**

RFP NO: **2009-350-09-30-CGV**

	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**
6.	AFLAC CARMEN M. PEDRAZA-SILVA	IP	carmen_pedrazasilva@us.aflac.com	9/08/09	1900 W. UNIVERSITY SUITE 6-123 EDINBURG, TX 78539 OFFICE: 956-457-0404 FAX: 956-383-0089
7.	AFLAC JOHN MACKEY	IP	john_mackeyiii@us.aflac.com	9/08/09	3210 W. ALBERTA RD SUITE A McALLEN, TX 78501 PH: 956-681-0410
8.	AFLAC PHILIOCAN ALICHIO	IP	philiocanalichio@aol.com	9/08/09	3210 W. ALBERTA RD SUITE A McALLEN, TX 78501 PH: 956-681-0410
9.	AFLAC ANNA SPENCER	IP	anna_spencer@us.aflac.com	9/08/09	1900 W. UNIVERSITY SUITE 6-123 EDINBURG, TX 78539 OFFICE: 956-457-0404 FAX: 956-383-0089
10	METLIFE CHUCK MULKEY	√	cmulkey@metlife.com	9/09/09	2805 N. DALLAS PARKWAY SUITE 215 PLANO, TX 75093 PH: (800)236-8489 CELL: 214-395-7480

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

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING RESPONDENT'S LOG
REQUIREMENTS/RFP PACKETS
IBF-RFP-RFQ-RFI

RFP ACCEPTANCE DATE: **September 30TH , 2009** **RFP ACCEPTANCE TIME:** **9:30 A.M**

DEPARTMENT/PROPOSAL DESCRIPTION: **"SECTION 125 VOLUNTARY INSURANCE PRODUCTS FOR HIDALGO COUNTY AND DRAINAGE DISTRICT NO. ONE"**

RFP NO: **2009-350-09-30-CGV**

	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**
11.	MULLEN PENSION & BENEFITS GROUP,LP MICHELLE ULLMAN	√	michellempg@swbell.net	9/09/09	4115 MEDICAL DRIVE STE. 410 SAN ANTONIO, TEXAS TOLL FREE: 800-723-6616 OFFICE: 210-949-0282 FAX: 210-949-0282
12.	COMPLETE BENEFIT SERVICES VANESSA MENDOZA	√	vanessa.mendoza@completebenefitservice.com	9/09/09	702 WYOMING EL PASO, TEXAS 79902 OFFICE: 915-542-3531 FAX: 915-532-1426 CELL: 915-497-0908
13.	COMPLETE BENEFIT SERVICES KALENA WILLEY	√	kalena@completebenefitservices.com	9/9/09	702 WYOMING EL PASO, TEXAS 79902 OFFICE: 915-542-3531 FAX: 915-532-1426 CELL: 915-497-0908
14.	ENTRUST, INC. ROBERTO PFAUMER	√	rpflamer@entrustinc.com	9/9/09	147 ST. MARY'S LANE SUITE 150 HOUSTON, TEXAS 77079 FAX: 281-204-0771
15.	HARTFORD LIFE INSURANCE SHEILA WIATR	√	sheila.wiatr@hartfordlife.com	9/10/09	PHONE: (860) 843-6920 FAX: (860) 392-1082 MOBILE: (860) 810-0634

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

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING RESPONDENT'S LOG
REQUIREMENTS/RFP PACKETS
IBF-RFP-RFQ-RFI

RFP ACCEPTANCE DATE: **September 30TH , 2009** **RFP ACCEPTANCE TIME:** **9:30 A.M**

DEPARTMENT/PROPOSAL DESCRIPTION: **"SECTION 125 VOLUNTARY INSURANCE PRODUCTS FOR HIDALGO COUNTY AND DRAINAGE DISTRICT NO. ONE"**

RFP NO: **2009-350-09-30-CGV**

	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**
16.	BLOCK VISION CARIL KOLB	√	ckolb@blockvision.com	9/10/09	325 COLUMBIA TPKE SUITE 303 FLORHAM PARK NEW JERSEY 07932 PHONE: 973-805-2350 FAX: 973-805-2368
17.	FBMC PREMIER BENEFITS SOLUTIONS VARONIA WALKER	√	vwalker@fbmc.com	9/10/09	3101 SESSIONS ROAD TALLAHASSEE, FL 32303 PHONE: 800-872-0345 FAX: 850-425-6220
18.	National Benefit Service Center, Inc. LMSA ASSOCIATION STEVE L. BEUMER	√	lmsassoc@aol.com	9/10/09	P.O. Box 948094 Maitland, Florida 32794-8094 Ph.: 407-629-4108 FAX 407-629-4247
19.	Puro Aseguro Robert Ramirez	√	rr@puroaseguro.com rramirez@rgv.rr.com	9/11/09	514 S. I Road Pharr, TX 78577 PHONE: 956-783-1137
20.	WILLIS HRH BEN D. SMITH	√	ben.smith@willis.com	9/11/09	1400 NORTH McCOLL RD SUITE 105 P.O. BOX 3785 MCALLEN,TX 78502-3785 PHONE: 956-682-9423 FAX: 956-668-3605

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

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING RESPONDENT'S LOG
REQUIREMENTS/RFP PACKETS
IBF-RFP-RFQ-RFI

RFP ACCEPTANCE DATE: **September 30TH , 2009** **RFP ACCEPTANCE TIME:** **9:30 A.M**

DEPARTMENT/PROPOSAL DESCRIPTION: **"SECTION 125 VOLUNTARY INSURANCE PRODUCTS FOR HIDALGO COUNTY AND DRAINAGE DISTRICT NO. ONE"**

RFP NO: **2009-350-09-30-CGV**

	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**
21.	TEXAS INSURANCE SERVICE CENTER, INC. BECKY SILVA	√	becky@iav-texas.com	9/14/09	521 S. 77 SUNSHINE STRIP HARLINGEN,TEXAS 78550 PHONE: 800-750-0490
22.	POWER GROUP ADMINISTRATORS KELLY HOEFER	√	khoefer@pgcompanies.com	9/14/09	P.O. BOX 25991 OVERLAND PARK, KS 66225 DIRRECT: 913-754-5946 FAX: 866-578-1673 TOLL-FREE: 800-847-0038
23.	WORKPLACE BENEFIT ADVISORS OMAR CARRASCO	√	ocarrasco03@aol.com	9/15/09	819 NORTH I ROAD PHARR, TEXAS 78577 PHONE: 956-781-7771 TOLL-FREE 888-556-2825 FAX: 956-781-9318
24.	CARRUTHAND ASSOCIATES CELIA	√	carruthandassoc@aol.com	9/16/09	308 NOLANA MCALLEN, TXAS
25.	ASSURANT EMPLOYEE BENEFITS JON YOUNGBLOOD	√	jonathan.youngblood@assurant.com	9/17/09	CELL: 972-689-1390

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

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING RESPONDENT'S LOG
REQUIREMENTS/RFP PACKETS
IBF-RFP-RFQ-RFI

RFP ACCEPTANCE DATE: **September 30TH , 2009** **RFP ACCEPTANCE TIME:** **9:30 A.M**

DEPARTMENT/PROPOSAL DESCRIPTION: **"SECTION 125 VOLUNTARY INSURANCE PRODUCTS FOR HIDALGO COUNTY AND DRAINAGE DISTRICT NO. ONE"**

RFP NO: **2009-350-09-30-CGV**

	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**
26.	FARMERS INSURANCE ALDO QUESADA	√	aldoquesada@yahoo.com	9/17/09	Work: 956-787-9292 CELL: 956-472-1084
27.	ASSURANT EMPLOYEE BENEFITS JON YOUNGBLOOD	√	jonathan.youngblood@assurant.com	9/17/09	CELL: 972-689-1390
28.	A PENSION LIVE, LLC COMPANY BRAD GRANT	√	bgant@pandblive.com	9/22/09	2531 MCKINNEY AVE. SUITE A DALLAS, TEXAS 75201 PHONE: 800-963-5358 FAX: 800-963-5358 CELL: 972-333-6895
29.	Western & Southern Life David Deleon	√	david.deleon@wslife.com	9/29/09	1906 East Tyler Ave, Ste E-1 Harlingen, Texas 78550 Ph.: 956-423-4810, Ext 120 Fax: 956-423-4823 Cell: 956-242-9058
30.					

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

HIDALGO COUNTY PURCHASING DEPARTMENT
PROPOSAL ACCEPTANCE SHEET

DEPARTMENT NAME: Hidalgo County and Hidalgo County Drainage District No. 1

PROPOSAL ACCEPTANCE DATE: September 30, 2009

PROPOSAL ACCEPTANCE TIME: 9:30 A.M.

DESCRIPTION OF PROPOSAL: RFP- "Section 125 Voluntary Insurance Products"

PROPOSAL NO: 2009-350-09-30CGV

RFP #	NAME OF COMPANY	ACKNOWLEDGMENT OF RECEIPT OF RFP RESPONSE	ADDENDUM
#01	Humana Specialty Benefits Jesse Trevino Insurance & Alamo Insurance Co.	√√	√
#02	Colonial Life and Accident Insurance Co. Puro Aseguro & Salazar Insurance Group	√√	√
#03	Colonial Life & Accident Insurance Co. First Financial Administration Inc.	√√	√
#04	Bay Bridge Administration Inc. Jesse Trevino Insurance Agency	√√	√
#05	Ameritas Group First Financial Group, Alamo Ins. Group & Puro Aseguro	√√	√
#06	Avesis Alamo Insurance Group	√√	√
#07	Lincoln Financial Group Bob Trevino Insurance Agency	√√	√
#08	Puro Aseguro Insurance Agency Online Enrollment Systems	√√	√
#09	Lincoln Financial Group Puro Aseguro Inc.	√√	√
#10	AFLAC Lone Star Insurances Inc., McAllen, Texas	√√	√

HIDALGO COUNTY PURCHASING DEPARTMENT
PROPOSAL ACCEPTANCE SHEET

DEPARTMENT NAME: Hidalgo County and Hidalgo County Drainage District No. 1	
PROPOSAL ACCEPTANCE DATE: September 30, 2009	**PROPOSAL ACCEPTANCE TIME: 9:30 A.M.**
DESCRIPTION OF PROPOSAL: RFP- "Section 125 Voluntary Insurance Products"	
PROPOSAL NO: 2009-350-09-30CGV	

RFP #	NAME OF COMPANY	ACKNOWLEDGMENT OF RECEIPT OF RFP RESPONSE	ADDENDUM
#11	Guardian Jesse Trevino Insurance	√√	√
#12	ING Employee Benefits Alamo Insurance Group	√√	√
#13	Allstate Work Place Division Alamo Insurance Group	√√	√
#14	Aetna Alamo Insurance Group	√√	√
#15	Cobra Today TASC, Ron Ledgerwood	√√	√
#16	First Financial Group Kevin McCarthy	√√	√
#17	Standard Insurance Company Alamo Insurance Group	√√	√
#18	Texas Life Insurance Company First Financial Group-Kevin McCarthy	√√	√
#19	MetLife-Group Benefits Jesse Trevino and Alamo Insurance Group	√√	√
#20	MGM Benefit Group Dennis Carruth & Associates	√√	√

HIDALGO COUNTY PURCHASING DEPARTMENT
PROPOSAL ACCEPTANCE SHEET

DEPARTMENT NAME: Hidalgo County and Hidalgo County Drainage District No. 1

PROPOSAL ACCEPTANCE DATE: September 30, 2009	**PROPOSAL ACCEPTANCE TIME: 9:30 A.M.**

DESCRIPTION OF PROPOSAL: RFP- "Section 125 Voluntary Insurance Products"

PROPOSAL NO: 2009-350-09-30CGV

RFP #	NAME OF COMPANY	ACKNOWLEDGMENT OF RECEIPT OF RFP RESPONSE	ADDENDUM
#21	Blue Cross Blue Shield Jesse Trevino & Alamo Insurance Group	√√	√
#22	United Concordia Dental Alamo Insurance Group	√√	√
#23	UNUM Alamo Insurance Group	√√	√
#24	National Benefits Services Steve Beumer	√√	√
#25	VSP-Vision Services Insurance Co. Alamo Insurance Group	√√	√
#26	Colonial Life Marketing Peter Morales & Newkirk and Newkirk	√√	√
#27	CBS-Complete Benefits Services El Paso, Texas	√√	√
#28	Eyetopia Alamo Insurance Group	√√	√
#29	Eyetopia First Financial Group	√√	√
#30	Eyetopia Dennis Carruth & Associates	√√	√

HIDALGO COUNTY PURCHASING DEPARTMENT
PROPOSAL ACCEPTANCE SHEET

DEPARTMENT NAME: Hidalgo County and Hidalgo County Drainage District No. 1	
PROPOSAL ACCEPTANCE DATE: September 30, 2009	**PROPOSAL ACCEPTANCE TIME: 9:30 A.M.**
DESCRIPTION OF PROPOSAL: RFP- "Section 125 Voluntary Insurance Products"	
PROPOSAL NO: 2009-350-09-30CGV	

RFP #	NAME OF COMPANY	ACKNOWLEDGMENT OF RECEIPT OF RFP RESPONSE	ADDENDUM
#31	Eyetopia Jesse Trevino Insurance Agency	√√	√
#32	Block Vision Inc. Dennis Carruth and Associates	√√	√
#33	American Public Life First Financial Administrators	√√	√
#34	Mullen Pension & Benefits Group LP	√√	√
#35	Conexis- Cobra and FSA Benefit & Admin. Services; Alamo Ins. Group	√√	√
#36	Ceridian Cobra & HIPAA Administration	√√	√
#37	Benefits Connect-Online System Alamo Insurance Group	√√	√
#38	Employee Benefits Specialists Inc, Alamo Insurance Group	√√	√
#39	Lincoln National Life Insurance Alamo Insurance Group	√√	√
#40	Dental Select Jesse Trevino Insurance	NO RESPONSE PROPOSAL LETTER SUBMITTED	