AI-20051 **2.A.**

2009 Line Item Transfer

CC CONSENT

Date:	02/23/2010
Submitted By:	Erika Zamora, BUDGET & MANAGEMENT
Submitted For:	Dina Trevino
Department:	BUDGET & MANAGEMENT
Agenda Category:	2009 Intradepartmental Transfers

Information

CAPTION

2009 - WIC (1292)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1292-441-00-350-001-0-XXX

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

BUDGETARY IMPACT:

Funding available as of 02/19/10.

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	02/19/2010 04:40 PM	APRV
2	Ana Galvan		02/19/2010 05:17 PM	NEW

Form Started By: Erika Zamora Started On: 02/19/2010 04:27 PM

Final Approval Date: 02/19/2010

DATE:	February 18, 2010
WIC DIRECTOR:	NORMA LONGORIA
DEPARTMENT NAME:	HIDALGO COUNTY WIC PROGRAM
ACCOUNT NUMBER:	9.1292.441.00.350.001.0 WIC
SUBJECT:	BUDGET LINE ITEM TRANSFER

Honorable Commissioners' Court of Hidalgo County:

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

FROM				TO			
ACCOUNT NUMBER		Account Name		ACCOUNT NO.(S)		ACCOUNT NAME	AMOUNT
9.1292.441.00.350.001.0	411	Water/Sewerage	→	9.1292.441.00.350.001.0	442	Equip & Vehicle Rentals	838.00

Total: 838.00

REASON: To cover encumbrances for the FY 2009 Grant.

DEPT. HEAD SIGNATURE	February 23, 2010 DATE
APPROVED COMMISSIONERS' COURT	ATTEST COUNTY CLERK

AI-20044 **3.A.**

transfer to fund implementation of Classification & Compensation Plan

CC CONSENT

Date:	02/23/2010
Submitted By:	Anna Galvan, BUDGET & MANAGEMENT
Submitted For:	Tx AGRILIFE EXT. SERVICES
Department:	BUDGET & MANAGEMENT
Agenda Category:	2010 Intradepartmental Transfers

Information

CAPTION

2010 - TX Agrilife Ext. Services (1100)

BACKGROUND

Fiscal Impact

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	02/19/2010 04:37 PM	APRV
2	JC Carreon		02/19/2010 05:17 PM	NEW

Form Started By: Anna Galvan Started On: 02/19/2010 03:19 PM

Final Approval Date: 02/19/2010

INTRADEPARTMENTAL TRANSFER

DATE: February 19, 2010

DEPARTMENT HEAD: Raul Silguero, Jr.

DEPARTMENT NAME: Dept. of Budget & Management for TX Agrilife Ext. Services

ACCOUNT NUMBER: 0-1100-461-00-380-001-0-XXX

CONTACT PERSON: Sergio Cruz **PHONE:** 956-292-702

SUBJECT: Intradepartmental Transfer

Honorable Commissioner's Court of Hidalgo County:

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

FROM		TO	
OBJECT CODE	OBJECT NAME	OBJECT CODE	OBJECT NAME
113	Reg. F/T Employees	220	FICA
113	Reg. F/T Employees	230	Retirement
			TOTAL

REASON: Transfer needed to fund implemenatation of Classification & Compensation Plan.

February 23, 2

DEPARTMENT HEAD SIGNATURE

CC DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY

INTRADEPARTMENTAL TRANSFER

5

$	42.28
	29.80
$	72.08

010

CLERK

AI-20043 **3.B.**

transfer to fund implementation of Classification & Compensation Plan

CC CONSENT

Date:	02/23/2010
Submitted By:	Anna Galvan, BUDGET & MANAGEMENT
Submitted For:	Child Welfare
Department:	BUDGET & MANAGEMENT
Agenda Category:	2010 Intradepartmental Transfers

Information

CAPTION

2010 - Child Welfare (1100)

BACKGROUND

Fiscal Impact

Attachments

Link: lit

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	02/19/2010 04:36 PM	APRV
2	Norma Silva		02/19/2010 05:17 PM	NEW

Form Started By: Anna Galvan — Started On: 02/19/2010 03:18 PM

Final Approval Date: 02/19/2010

INTRADEPARTMENTAL TRANSFER

DATE: February 19, 2010

DEPARTMENT HEAD: Raul Silguero, Jr.

DEPARTMENT NAME: Dept. of Budget & Management for Child Welfare

ACCOUNT NUMBER: 0-1100-444-00-360-001-0-XXX

CONTACT PERSON: Sergio Cruz **PHONE:** 956-292-702

SUBJECT: Intradepartmental Transfer

Honorable Commissioner's Court of Hidalgo County:

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

FROM		TO	
OBJECT CODE	OBJECT NAME	OBJECT CODE	OBJECT NAME
113	Reg. F/T Employees	220	FICA
113	Reg. F/T Employees	230	Retirement
			TOTAL

REASON: Transfer needed to fund implemenatation of Classification & Compensation Plan.

February 23, 2

DEPARTMENT HEAD SIGNATURE

CC DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY

INTRADEPARTMENTAL TRANSFER

5

$	8.39
	5.92
$	14.31

010

CLERK

AI-20039 **3.C.**

transfer to fund implementation of Classification & Compensation Plan.
CC CONSENT

Date:	02/23/2010
Submitted By:	Anna Galvan, BUDGET & MANAGEMENT
Submitted For:	Emergency Services
Department:	BUDGET & MANAGEMENT
Agenda Category:	2010 Intradepartmental Transfers

Information

CAPTION

2010 - Emergency Services (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1100-422-10-300-001-0-XXX

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

BUDGETARY IMPACT:
funds available as of 02/19/2010

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	02/19/2010 04:18 PM	APRV
2	Veronica Ortiz	Veronica Ortiz	02/19/2010 04:47 PM	APRV
3	Auditor's Office		02/19/2010 05:17 PM	NEW

Form Started By: Anna Galvan Started On: 02/19/2010 03:09 PM

Final Approval Date: 02/19/2010

INTRADEPARTMENTAL TRANSFER

DATE: February 19, 2010

DEPARTMENT HEAD: Raul Silguero, Jr.

DEPARTMENT NAME: Dept. of Budget & Management for Emergency Services

ACCOUNT NUMBER: 0-1100-422-10-300-001-0-XXX

CONTACT PERSON: Sergio Cruz **PHONE:** 956-292-702

SUBJECT: Intradepartmental Transfer

Honorable Commissioner's Court of Hidalgo County:

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

FROM		TO	
OBJECT CODE	OBJECT NAME	OBJECT CODE	OBJECT NAME
113	Reg. F/T Employees	220	FICA
113	Reg. F/T Employees	230	Retirement
			TOTAL

REASON: Transfer needed to fund implementation of Classification & Compensation Plan.

February 23, 2

DEPARTMENT HEAD SIGNATURE

CC DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY

INTRADEPARTMENTAL TRANSFER

5

$	18.98
	13.39
$	32.37

010

CLERK

AI-20048 **3.D.**

Line Item Transfer

CC CONSENT

Date:	02/23/2010
Submitted By:	Gloria Rodriguez, COUNTY JUDGE
Submitted For:	Gloria Rodriguez
Department:	COUNTY JUDGE
Agenda Category:	2010 Intradepartmental Transfers

Information

CAPTION

2010 - County Judge's (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1100-413-00-110-006-0-XXX

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

BUDGETARY IMPACT:

Available account balance as of 2/19/2010

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	02/19/2010 04:06 PM	APRV
2	Ana Galvan	Angela Garcia	02/19/2010 04:11 PM	APRV
3	JC Carreon	JC Carreon	02/19/2010 04:26 PM	APRV
4	Auditor's Office		02/19/2010 05:17 PM	NEW

Form Started By: Gloria Rodriguez Started On: 02/19/2010 04:04 PM

Final Approval Date: 02/19/2010

DATE: February 19, 2010

DEPARTMENT HEAD: Judge Rene A. Ramirez

DEPARTMENT NAME: County Judge's Office

ACCOUNT NUMBER: 0-1100-413-00-110-006-0-626

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT NAME	TO OBJECT CODE	OBJECT NAME	AMOUNT
601	Office Supplies	626	Gasoline/Fuel	300.00
			TOTAL	300.00

REASON: Transfer is needed to cover fuel expense for January through March 2010.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

AI-20035 **3.E.**

transfer to fund implementation of Classification & Compensation Plan.
CC CONSENT

Date:	02/23/2010
Submitted By:	Anna Galvan, BUDGET & MANAGEMENT
Submitted For:	Elections Dept.
Department:	BUDGET & MANAGEMENT
Agenda Category:	2010 Intradepartmental Transfers

Information

CAPTION

2010 - Elections Dept. (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1100-414-00-130-001-0-XXX

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

BUDGETARY IMPACT:

funds available as of 02/19/2010

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	02/19/2010 04:03 PM	APRV
2	Veronica Ortiz	Veronica Ortiz	02/19/2010 04:18 PM	APRV
3	Auditor's Office		02/19/2010 05:17 PM	NEW

Form Started By: Anna Galvan Started On: 02/19/2010 03:03 PM

Final Approval Date: 02/19/2010

INTRADEPARTMENTAL TRANSFER

DATE: February 19, 2010

DEPARTMENT HEAD: Raul Silguero, Jr.

DEPARTMENT NAME: Dept. of Budget & Management for Elections Dept.

ACCOUNT NUMBER: 0-1100-414-00-130-001-0-XXX

CONTACT PERSON: Sergio Cruz **PHONE:** 956-292-702

SUBJECT: Intradepartmental Transfer

Honorable Commissioner's Court of Hidalgo County:

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

FROM		TO	
OBJECT CODE	OBJECT NAME	OBJECT CODE	OBJECT NAME
113	Reg. F/T Employees	220	FICA
113	Reg. F/T Employees	230	Retirement
			TOTAL

REASON: Transfer needed to fund implementation of Classification & Compensation Plan.

February 23, 2

DEPARTMENT HEAD SIGNATURE

CC DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY

INTRADEPARTMENTAL TRANSFER

5

$ 1,122.41
791.34
$ 1,913.75

010

CLERK

AI-20034 **3.F.**

transfer to fund implementation of Classification & Compensation Plan
CC CONSENT

Date: 02/23/2010
Submitted By: Anna Galvan, BUDGET & MANAGEMENT
Submitted For: Co. Commissioners'
Department: BUDGET & MANAGEMENT
Agenda Category: 2010 Intradepartmental Transfers

Information

CAPTION
2010 - Co. Commissioners' (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1100-413-30-115-017-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:
funds available as of 02/19/2010

Attachments

Link: Line Item Transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Angela Garcia	02/19/2010 03:41 PM	APRV
2	Norma Silva		02/19/2010 03:41 PM	
3	Norma Silva		02/19/2010 03:41 PM	
4	Norma Silva		02/19/2010 03:41 PM	
5	Norma Silva		02/19/2010 03:41 PM	
6	Auditor's Office		02/19/2010 03:41 PM	

Form Started By: Anna Galvan Started On: 02/19/2010 03:01 PM

Final Approval Date: 02/19/2010

INTRADEPARTMENTAL TRANSFER

DATE: February 19, 2010

DEPARTMENT HEAD: Raul Silguero, Jr.

DEPARTMENT NAME: Dept. of Budget & Management for Co Commissioners'

ACCOUNT NUMBER: 0-1100-413-30-115-017-0- XXX

CONTACT PERSON: Sergio Cruz **PHONE:** 956-292-702

SUBJECT: Intradepartmental Transfer

Honorable Commissioner's Court of Hidalgo County:

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

FROM		TO	
OBJECT CODE	OBJECT NAME	OBJECT CODE	OBJECT NAME
113	Reg. F/T Employees	220	FICA
113	Reg. F/T Employees	230	Retirement
			TOTAL

REASON: Transfer needed to fund implementation of Classification & Compensation Plan.

February 23, 2

DEPARTMENT HEAD SIGNATURE

CC DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY

INTRADEPARTMENTAL TRANSFER

5

$	3.86
	2.72
$	6.58

010

CLERK

AI-20038 **3.G.**

transfer to fund implementation of Classification & Compensation Plan.
CC CONSENT

Date:	02/23/2010
Submitted By:	Anna Galvan, BUDGET & MANAGEMENT
Submitted For:	DBM-Safety Division
Department:	BUDGET & MANAGEMENT
Agenda Category:	2010 Intradepartmental Transfers

Information

CAPTION

2010 - DBM Safety Division (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1100-419-50-115-059-0-XXX

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

BUDGETARY IMPACT:
funds available as of 02/19/2010

Attachments

Link: Line Item Transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	02/19/2010 04:06 PM	APRV
2	JC Carreon	JC Carreon	02/19/2010 04:10 PM	APRV
3	Auditor's Office		02/19/2010 05:17 PM	NEW

Form Started By: Anna Galvan Started On: 02/19/2010 03:08 PM

Final Approval Date: 02/19/2010

INTRADEPARTMENTAL TRANSFER

DATE: February 19, 2010

DEPARTMENT HEAD: Raul Silguero, Jr.

DEPARTMENT NAME: Dept. of Budget & Mgt. for DBM - Safety Division

ACCOUNT NUMBER: 0-1100-419-50-115-059-0-XXX

CONTACT PERSON: Sergio Cruz **PHONE:** 956-292-702

SUBJECT: Intradepartmental Transfer

Honorable Commissioner's Court of Hidalgo County:

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

FROM		TO	
OBJECT CODE	OBJECT NAME	OBJECT CODE	OBJECT NAME
113	Reg. F/T Employees	220	FICA
113	Reg. F/T Employees	230	Retirement
			TOTAL

REASON: Transfer needed to fund implementation of Classification & Compensation Plan.

DEPARTMENT HEAD SIGNATURE

February 23, 2

CC DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY

INTRADEPARTMENTAL TRANSFER

5

$	201.13
	141.80
$	342.93

010

CLERK

AI-20036 **3.H.**

transfer to fund implementation of Classification & Compensation Plan.
CC CONSENT

Date:	02/23/2010
Submitted By:	Anna Galvan, BUDGET & MANAGEMENT
Submitted For:	DBM-Budget Division
Department:	BUDGET & MANAGEMENT
Agenda Category:	2010 Intradepartmental Transfers

Information

CAPTION

2010 - DBM Budget Division (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1100-415-14-115-001-0-XXX

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

BUDGETARY IMPACT:
funds available as of 02/19/2010

Attachments

Link: Line Item Transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	02/19/2010 04:04 PM	APRV
2	JC Carreon	JC Carreon	02/19/2010 04:08 PM	APRV
3	Auditor's Office		02/19/2010 05:17 PM	NEW

Form Started By: Anna Galvan Started On: 02/19/2010 03:05 PM

Final Approval Date: 02/19/2010

INTRADEPARTMENTAL TRANSFER

DATE: February 19, 2010

DEPARTMENT HEAD: Raul Silguero, Jr.

DEPARTMENT NAME: Dept. of Budget & Management

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

CONTACT PERSON: Sergio Cruz **PHONE:** 956-292-702

SUBJECT: Intradepartmental Transfer

Honorable Commissioner's Court of Hidalgo County:

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

FROM		TO	
OBJECT CODE	OBJECT NAME	OBJECT CODE	OBJECT NAME
113	Reg. F/T Employees	220	FICA
113	Reg. F/T Employees	230	Retirement
			TOTAL

REASON: Transfer needed to fund implementation of Classification & Compensation Plan.

DEPARTMENT HEAD SIGNATURE

February 23, 2

CC DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY

INTRADEPARTMENTAL TRANSFER

5

$	646.62
	455.88
$	1,102.50

010

CLERK

AI-20032 **3.I.**

transfer to fund implementation of Classification & Compensation Plan.
CC CONSENT

Date:	02/23/2010
Submitted By:	Anna Galvan, BUDGET & MANAGEMENT
Submitted For:	DBM-W/C Division
Department:	BUDGET & MANAGEMENT
Agenda Category:	2010 Intradepartmental Transfers

Information

CAPTION

2010 - DBM W/C Division (2202)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-2202-419-50-115-065-0-XXX

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

BUDGETARY IMPACT:

funds available as of 02/19/2010

Attachments

Link: Line Item Transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Angela Garcia	02/19/2010 03:40 PM	APRV
2	JC Carreon	JC Carreon	02/19/2010 04:03 PM	APRV
3	Auditor's Office		02/19/2010 05:17 PM	NEW

Form Started By: Anna Galvan Started On: 02/19/2010 02:59 PM

Final Approval Date: 02/19/2010

INTRADEPARTMENTAL TRANSFER

DATE: February 19, 2010

DEPARTMENT HEAD: Raul Silguero, Jr.

DEPARTMENT NAME: Dept. of Budget & Management for DBM - W/C Division

ACCOUNT NUMBER: 0-2202-419-50-115-065-0-XXX

CONTACT PERSON: Sergio Cruz **PHONE:** 956-292-702

SUBJECT: Intradepartmental Transfer

Honorable Commissioner's Court of Hidalgo County:

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

FROM		TO	
OBJECT CODE	OBJECT NAME	OBJECT CODE	OBJECT NAME
583	Travel Out of County	113	Reg F/T Employees
583	Travel Out of County	220	FICA
583	Travel Out of County	230	Retirement
583	Travel Out of County	250	Unemployment Comp.
			TOTAL

REASON: To fund implementation of Classification & Compensation Plan.

DEPARTMENT HEAD SIGNATURE

February 23, 2
CC DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY

INTRADEPARTMENTAL TRANSFER

25

$	2,862.31
	218.97
	272.49
	14.31
$	3,368.08

2010

Y CLERK

AI-20024 **3.J.**

Intradepartmental Transfer Fire Marshal's Office

CC CONSENT

Date:	02/23/2010
Submitted By:	Rolando Garcia, BUDGET & MANAGEMENT
Submitted For:	Fire Marshal's Office
Department:	BUDGET & MANAGEMENT
Agenda Category:	2010 Intradepartmental Transfers

Information

CAPTION

2010 - Fire Marshal (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 10 ACCT. #: 0-1100-422-10-300-001-0-XXX

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

BUDGETARY IMPACT:

available balance as of 02/19/10.

Attachments

Link: Intradept Transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Roland Garcia (Originator)	Rolando Garcia	02/19/2010 02:29 PM	APRV
2	Budget & Management	Erika Zamora	02/19/2010 02:41 PM	APRV
3	Ana Galvan	Angela Garcia	02/19/2010 04:11 PM	APRV
4	Ana Galvan	Angela Garcia	02/19/2010 04:11 PM	APRV
5	JC Carreon	JC Carreon	02/19/2010 04:18 PM	APRV
6	Auditor's Office		02/19/2010 05:17 PM	NEW

Form Started By: Rolando Garcia Started On: 02/19/2010 10:02 AM

Final Approval Date: 02/19/2010

DATE: **February 22, 2010**

2010

DEPARTMENT HEAD: **Tony Pena**

Transfer

DEPARTMENT NAME: **Budget & Management for Emergency Services-Fire Marshal's Office (1100)**

AI-20024

ACCOUNT NUMBER: **0-1100-422-10-300-001-0-XXX**

SUBJECT: **Intra Department Transfer**

EMERG SRVS-FM-MINOR COMPUTER EQUIP

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	**TO** OBJECT CODE	OBJECT DESCRIPTION	**AMOUNT**
890	EMERG SRVS-FM-OTHER	432	EMERG SRVS-FM-EQUIP&VEH R&M SRV	7,557.70
890	EMERG SRVS-FM-OTHER	619	EMERG SRVS-FM-OTHER MISC SUPPLIES	420.32
890	EMERG SRVS-FM-OTHER	664	EMERG SRVS-FM-OTHER MINOR EQUIPMENT	4,462.19
890	EMERG SRVS-FM-OTHER	665	EMERG SRVS-FM-MINOR COMPUTER EQUIP	481.88
890	EMERG SRVS-FM-OTHER	667	EMERG SRVS-FM-MINOR SOFTWARE	351.00
			TOTAL	**13,273.09**

REASON: **Transfer needed to cover negatives created by Purchase Orders from 2009 that rolled into 2010. Purchase Orders are still needed in order to process pending invoices.**

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

AI-19959 **3.K.**

Intradepartmental Transfer

CC CONSENT

Date: 02/23/2010
Submitted By: Nielda Cavazos, PURCHASING DEPT.
Submitted For: Nielda Cavazos
Department: PURCHASING DEPT.
Agenda Category: 2010 Intradepartmental Transfers

Information

CAPTION

2010 - Purchasing (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1100-415-18-160-001-0-XXX

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

BUDGETARY IMPACT:

Available account balance as of 2/17/2010

Attachments

Link: Line Item

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	02/17/2010 11:35 AM	APRV
2	JC Carreon	JC Carreon	02/17/2010 03:15 PM	APRV
3	Auditor's Office		02/19/2010 05:17 PM	NEW

Form Started By: Nielda Cavazos Started On: 02/17/2010 10:36 AM

Final Approval Date: 02/19/2010

DATE: 2/172010

DEPARTMENT HEAD: Martha L. Salazar, CPPB

DEPARTMENT NAME: Purchasing

ACCOUNT NUMBER: 0-1100-415-18-160-001-0

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
601	SUPPLIES	532	wireless divice	300.00
			TOTAL	300.00

REASON: cell phones

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-20037 **3.L.**

Transfer to fund implementation of Classification & Compensation Plan.
CC CONSENT

Date:	02/23/2010
Submitted By:	Anna Galvan, BUDGET & MANAGEMENT
Submitted For:	Planning Dept.
Department:	BUDGET & MANAGEMENT
Agenda Category:	2010 Intradepartmental Transfers

Information

CAPTION

2010 - Planning Dept. (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1100-419-10-210-001-0-XXX

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

BUDGETARY IMPACT:
funds available as of 02/19/2010

Attachments

Link: Line Item Transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	02/19/2010 04:04 PM	APRV
2	Norma Silva	Norma Silva	02/19/2010 04:16 PM	APRV
3	Auditor's Office		02/19/2010 05:17 PM	NEW

Form Started By: Anna Galvan Started On: 02/19/2010 03:06 PM

Final Approval Date: 02/19/2010

INTRADEPARTMENTAL TRANSFER

DATE: February 19, 2010

DEPARTMENT HEAD: Raul Silguero, Jr.

DEPARTMENT NAME: Dept. of Budget & Management for Planning Dept.

ACCOUNT NUMBER: 0-1100-419-10-210-001-0-XXX

CONTACT PERSON: Sergio Cruz **PHONE:** 956-292-702

SUBJECT: Intradepartmental Transfer

Honorable Commissioner's Court of Hidalgo County:

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

FROM		TO	
OBJECT CODE	OBJECT NAME	OBJECT CODE	OBJECT NAME
113	Reg. F/T Employees	220	FICA
113	Reg. F/T Employees	230	Retirement
			TOTAL

REASON: Transfer needed to fund implementation of Classification & Compensation Plan.

February 23, 2

DEPARTMENT HEAD SIGNATURE

CC DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY

INTRADEPARTMENTAL TRANSFER

5

$	54.80
	38.63
$	93.43

010

CLERK

AI-19965 **3.M.**

2010 - County Clerk's (1100)

CC CONSENT

Date:	02/23/2010
Submitted By:	Rene Perez, COUNTY CLERK
Submitted For:	Annette Muniz
Department:	COUNTY CLERK
Agenda Category:	2010 Intradepartmental Transfers

Information

CAPTION

2010 - County Clerk's (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1100-415-40-180-001-0-XXX

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

BUDGETARY IMPACT:

601-->745 $ 5,906.62; funds availalble as of 02/18/2010

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	02/17/2010 02:32 PM	APRV
2	Ana Galvan	Anna Galvan	02/18/2010 03:31 PM	APRV
3	Auditor's Office		02/19/2010 05:17 PM	NEW

Form Started By: Rene Perez Started On: 02/17/2010 01:08 PM

Final Approval Date: 02/19/2010

ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

DATE: 2/17/2010

DEPARTMENT HEAD: Arturo Guajardo, Jr

DEPARTMENT NAME: Hidalgo County Clerk's Office

ACCOUNT NUMBER: 0-1100-415-40-180-001-0

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

Honorable Commissioner's Court of Hidalgo County:

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

FROM:		TO:		
OBJECT CODE	OBJECT NAME	OBJECT CODE	OBJECT NAME	AMOUNT
601	Co. Clerk - Office & Computer Supplies	745	Co. Clerk - Computer Equipment	$5,906.62
			TOTAL	$5,906.62

REASON: Need funds in this account to purchase computers.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS COURT

DATE

ATTEST COUNTY CLERK

P.O. Box 58 • Edinburg, Texas 78540 • 956-318-2100 • Fax 956-318-2105
www.hidalgocountyclerk.us

AI-19975 **3.N.**

HIDTA-Justice Funds

CC CONSENT

Date:	02/23/2010
Submitted By:	Nelda Olivarez, HIDTA
Submitted For:	Rene Guerra, Criminal District Attorney
Department:	HIDTA
Agenda Category:	2010 Intradepartmental Transfers

Information

CAPTION

2010 - HIDTA Task Force (1254)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1254-412-00-270-014-0-XXX

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

BUDGETARY IMPACT:

741-->413 - $400.00; Funding available as of 2/17/10.

Attachments

Link: Transfer#2

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	02/17/2010 03:40 PM	APRV
2	Norma Silva	Norma Silva	02/17/2010 04:14 PM	APRV
3	Auditor's Office		02/19/2010 05:17 PM	NEW

Form Started By: Nelda Olivarez Started On: 02/17/2010 02:49 PM

Final Approval Date: 02/19/2010

DATE: February 17, 2009

Transfer Number: 2

DEPARTMENT HEAD: DORA L. MUNOZ

DEPARTMENT NAME: HIDALGO COUNTY HIDTA TASK FORCE

ACCOUNT NUMBER: 0-1254-412-00-270-014-0-xxx U.S. Justice Funds

SUBJECT: Budget Line-Item Transfers (s)

Honorable Commissioners' Court of Hidalgo County:

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

FROM		*TO*		
ACCOUNT NO.(S)	*ACCOUNT NAME*	*ACCOUNT NO.(S)*	*ACCOUNT NAME*	*AMOUNT*
0-1254-412-00-270-014-0- 741	Vehicles	0-1254-412-00-270-014-0- 413	Electronis surveillance and security	400.00
TOTAL				**400.00**

REASON: TO FUND UNANTICIPATED EXPENDITURES

_____ __/__/__ _____ __/__/__

Dora L. Munoz DATE Attest County Clerk DATE

H.I.D.T.A. Task Force Commander

_____ __/__/__ _____ __/__/__

Budget Officer DATE Approved Commissioners' Court DATE

AI-19998 **3.O.**

2010 - D.A. Investigation Fund Line Item Transfer - 1223

CC CONSENT

Date:	02/23/2010
Submitted By:	Roy Cazares, DISTRICT ATTORNEY
Submitted For:	Roy Cazares
Department:	DISTRICT ATTORNEY
Agenda Category:	2010 Intradepartmental Transfers

Information

CAPTION

2010 - D.A. Investigation Fund (1223)

BACKGROUND

Need to purchase computer memory to upgrage computers to Windows 7.

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1223-412-00-080-007-0-XXX

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

BUDGETARY IMPACT:

Available account balance as of 02-19-10

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	02/18/2010 08:50 AM	APRV
2	Veronica Ortiz	Veronica Ortiz	02/19/2010 10:05 AM	APRV
3	Auditor's Office		02/19/2010 05:17 PM	NEW

Form Started By: Roy Cazares Started On: 02/17/2010 04:51 PM

Final Approval Date: 02/19/2010

INTRA-DEPARTMENTAL TRANSFER

DATE: February 22, 2010
DEPARTMENT HEAD: Rene Guerra, Criminal District Attorney
DEPARTMENT NAME: District Attorney's Office
ACCOUNT NUMBER: 0-1223-412-00-080-007-0-XXX
SUBJECT: Budget Line-Item Transfer(s)

CONTACT PERSON: Roy Cazares PHONE: (956) 318-2300 ext. 758

Honorable Commissioner's Court of Hidalgo County:

I would like to request the following Intradepartmental transfer/s (transfer in/out) (increase/decrease) in accordance with Local Government Code, Chapter 11, Subchapter

FROM				TO		
OBJECT CODE	**ACCOUNT (OBJECT) NAME**			**OBJECT CODE**	**OBJECT NAME**	**AMOUNT**
665	Minor Computer Equipment		→	601	Office & Computer Supplies	$ 5,536.00
			→			$ -
			→			$ -
			→			$ -
			→			$ -
			→			$ -
			→			$ -
			→			$ -
			→			$ -
			→			$ -
					TOTAL	**$ 5,536.00**

REASON: Monies will be used to purchase computer memory in order to upgrade computers to Windows 7.



ROY CAZARES FOR RENE GUERRA
CRIMINAL DISTRICT ATTORNEY

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-19996 **3.P.**

2010 - D.A. Line Item Transfer - 1100

CC CONSENT

Date:	02/23/2010
Submitted By:	Roy Cazares, DISTRICT ATTORNEY
Submitted For:	Roy Cazares
Department:	DISTRICT ATTORNEY
Agenda Category:	2010 Intradepartmental Transfers

Information

CAPTION

2010 - District Attorney (1100)

BACKGROUND

Need to pay for 2009 Xerox invoice.

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1100-412-00-080-002-0-XXX

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

BUDGETARY IMPACT:

432-->780 - $1,025.02; Funding available as of 2/18/10.
432-->442 - $ 245.57; Funding available as of 2/18/10.

Attachments

Link: DAGFLIT2010-02

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	02/18/2010 08:49 AM	APRV
2	Norma Silva	Norma Silva	02/18/2010 03:49 PM	APRV
3	Auditor's Office		02/19/2010 05:17 PM	NEW

Form Started By: Roy Cazares Started On: 02/17/2010 04:47 PM

Final Approval Date: 02/19/2010

INTRA-DEPARTMENTAL TRANSFER

DATE: **February 22, 2010**
DEPARTMENT HEAD: **Rene Guerra, Criminal District Attorney**
DEPARTMENT NAME: **District Attorney's Office**
ACCOUNT NUMBER: **0-1100-412-00-080-002-0-XXX - GENERAL FUND**
SUBJECT: **Intradepartmental Transfer/s in Accordance with Local Government Code Chapter 111, Subchapter C.**
CONTACT PERSON: **Roy Cazares** PHONE: **(956) 318-2300 ext. 758**

Honorable Commissioner's Court of Hidalgo County:

I would like to request the following Intradepartmental transfer/s (transfer in/out) (increase/decrease) in accordance with Local Government Code, Chapter 11, Subchapter C.

FROM			TO			
OBJECT CODE	**ACCOUNT (OBJECT) NAME**		**OBJECT CODE**	**OBJECT NAME**		**AMOUNT**
432	Equip&Veh R&M SRV	→	780	Capital Leases	$	1,025.02
432	Equip&Veh R&M SRV	→	442	Equip & Vehicle Rental	$	245.57
		→			$	-
		→			$	-
		→			$	-
		→			$	-
		→			$	-
		→			$	-
		→			$	-
		→			$	-
		TOTAL			**$**	**1,270.59**

REASON: Monies will be used to cover expense for 2009 Xerox invoice.

for RENE GUERRA
CRIMINAL DISTRICT ATTORNEY

APPROVED COMMISSIONERS' COURT DATE ATTEST COUNTY CLERK

AI-19978 **3.Q.**

Intradepartmental transfer - Civil Service

CC CONSENT

Date:	02/23/2010
Submitted By:	Sylvia Solis, BUDGET & MANAGEMENT
Submitted For:	Nereida Garza
Department:	BUDGET & MANAGEMENT
Agenda Category:	2010 Intradepartmental Transfers

Information

CAPTION

2010 - Civil Service (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1100-415-50-190-001-0-XXX

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

BUDGETARY IMPACT:

Funds available as of 02/17/10.

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	02/17/2010 03:51 PM	APRV
2	Veronica Ortiz	Veronica Ortiz	02/19/2010 10:01 AM	APRV
3	Auditor's Office		02/19/2010 05:17 PM	NEW

Form Started By: Sylvia Solis Started On: 02/17/2010 03:14 PM

Final Approval Date: 02/19/2010

DATE: February 17, 2010

2010
Transfer

DEPARTMENT HEAD: Raul Silguero, Jr., Budget Officer

DEPARTMENT NAME: Department of Budget & Management for Civil Service

ACCOUNT NUMBER: 0-1100-415-50-190-001-0-XXX

Contact Person: Sylvia V. Solis **Ph#:** (956) 292-7025 Ext. 5423

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
550	PRINTING & BINDING	336	COMPUTER SERVICES	150.00
			TOTAL	150.00

REASON:
Intradepartmental Transfer to fund IDOCKET. COM LLC computer services.

DEPARTMENT HEAD SIGNATURE

DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-19979 **3.R.**

Intradepartmental transfer - Human Resources

CC CONSENT

Date:	02/23/2010
Submitted By:	Sylvia Solis, BUDGET & MANAGEMENT
Submitted For:	Nereida Garza
Department:	BUDGET & MANAGEMENT
Agenda Category:	2010 Intradepartmental Transfers

Information

CAPTION

2010 - Human Resources (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1100-415-50-190-002-0-XXX

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

BUDGETARY IMPACT:

Funds available as of 02/17/10.

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	02/17/2010 03:51 PM	APRV
2	JC Carreon	JC Carreon	02/17/2010 04:36 PM	APRV
3	Auditor's Office		02/19/2010 05:17 PM	NEW

Form Started By: Sylvia Solis Started On: 02/17/2010 03:19 PM

Final Approval Date: 02/19/2010

DATE: February 17, 2010

2010
Transfer

DEPARTMENT HEAD: Raul Silguero, Jr., Budget Officer

DEPARTMENT NAME: Department of Budget & Management for Human Resources

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

Contact Person: Sylvia V. Solis **Ph#:** (956) 292-7025 Ext. 5423

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
550	PRINTING & BINDING	336	COMPUTER SERVICES	150.00
			TOTAL	150.00

REASON:
Intradepartmental Transfer to fund IDOCKET. COM LLC computer services.

DEPARTMENT HEAD SIGNATURE

DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-19944 **3.S.**

WIC

CC CONSENT

Date:	02/23/2010
Submitted By:	Margarita Gonzalez, WIC
Submitted For:	Norma Longoria
Department:	WIC
Agenda Category:	2010 Intradepartmental Transfers

Information

CAPTION

2010 - WIC (1292)

BACKGROUND

Line Item Transfer

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1292-441-00-350-001-0-XXX

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

BUDGETARY IMPACT:

Available account balance as of 02-19-10

Attachments

Link: L/T

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	02/17/2010 08:44 AM	APRV
2	Veronica Ortiz	Veronica Ortiz	02/19/2010 10:01 AM	APRV
3	Auditor's Office		02/19/2010 05:17 PM	NEW

Form Started By: Margarita Gonzalez Started On: 02/16/2010 01:48 PM

Final Approval Date: 02/19/2010

DATE: 02/16/10

WIC DIRECTOR: NORMA LONGORIA

DEPARTMENT NAME: HIDALGO COUNTY WIC PROGRAM

ACCOUNT NUMBER: 0.1292.441.00.350.001.0.-WIC

SUBJECT: BUDGET LINE ITEM TRANSFER

Honorable Commissioners' Court of Hidalgo County:

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

FROM		TO		
ACCOUNT NUMBER	Account Name	ACCOUNT NO.(S)	ACCOUNT NAME	AMOUNT
0.1292.441.00.350.001.0	260 Workers Comp	0.1292.441.00.350.001.0	346 Hauling & Freight	700.00
0.1292.441.00.350.001.0	260 Workers Comp	0.1292.441.00.350.001.0	532 Wireless Devices	2,000.00
0.1292.441.00.350.001.0	260 Workers Comp	0.1292.441.00.350.001.0	583 Travel out of County	10,000.00
0.1292.441.00.350.001.0	260 Workers Comp	0.1292.441.00.350.001.0	604 Medical Supplies	10,000.00
			Total:	22,700.00

To Emcumber cost for P.O. 's

AI-20042 **3.T.**

transfer to fund implementation of Classification & Compensation Plan

CC CONSENT

Date:	02/23/2010
Submitted By:	Anna Galvan, BUDGET & MANAGEMENT
Submitted For:	Health & Human Services
Department:	BUDGET & MANAGEMENT
Agenda Category:	2010 Intradepartmental Transfers

Information

CAPTION

2010 - Health & Human Services - Clinics (1100)

BACKGROUND

Fiscal Impact

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	02/19/2010 04:35 PM	APRV
2	JC Carreon		02/19/2010 05:17 PM	NEW

Form Started By: Anna Galvan Started On: 02/19/2010 03:16 PM

Final Approval Date: 02/19/2010

INTRADEPARTMENTAL TRANSFER

DATE: February 19, 2010

DEPARTMENT HEAD: Raul Silguero, Jr.

DEPARTMENT NAME: Dept. of Budget & Management for Health Clinics

ACCOUNT NUMBER: 0-1100-441-00-340-003-0-XXX

CONTACT PERSON: Sergio Cruz **PHONE:** 956-292-702

SUBJECT: Intradepartmental Transfer

Honorable Commissioner's Court of Hidalgo County:

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

FROM		TO	
OBJECT CODE	OBJECT NAME	OBJECT CODE	OBJECT NAME
113	Reg. F/T Employees	220	FICA
113	Reg. F/T Employees	230	Retirement
			TOTAL

REASON: Transfer needed to fund implemenatation of Classification & Compensation Plan.

February 23, 2

DEPARTMENT HEAD SIGNATURE

CC DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY

INTRADEPARTMENTAL TRANSFER

5

$	612.57
	431.88
$	1,044.45

010

CLERK

AI-20040 **3.U.**

transfer to fund implementation of Classification & Compensation Plan.
CC CONSENT

Date:	02/23/2010
Submitted By:	Anna Galvan, BUDGET & MANAGEMENT
Submitted For:	Health & Human Services
Department:	BUDGET & MANAGEMENT
Agenda Category:	2010 Intradepartmental Transfers

Information

CAPTION

2010 - Health & Human Services - Admin. (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1100-441-00-340-001-0-XXX

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

BUDGETARY IMPACT:
funds available as of 02/19/2010

Attachments

Link: Line Item Transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	02/19/2010 04:37 PM	APRV
2	Veronica Ortiz	Veronica Ortiz	02/19/2010 04:47 PM	APRV
3	Auditor's Office		02/19/2010 05:17 PM	NEW

Form Started By: Anna Galvan Started On: 02/19/2010 03:10 PM

Final Approval Date: 02/19/2010

INTRADEPARTMENTAL TRANSFER

DATE: February 19, 2010

DEPARTMENT HEAD: Raul Silguero, Jr.

DEPARTMENT NAME: Dept. of Budget & Management for Health & Human Services - Admin

ACCOUNT NUMBER: 0-1100-441-00-340-001-0-XXX

CONTACT PERSON: Sergio Cruz **PHONE:** 956-292-702

SUBJECT: Intradepartmental Transfer

Honorable Commissioner's Court of Hidalgo County:

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

FROM		TO	
OBJECT CODE	OBJECT NAME	OBJECT CODE	OBJECT NAME
113	Reg. F/T Employees	220	FICA
113	Reg. F/T Employees	230	Retirement
			TOTAL

REASON: Transfer needed to fund implemenatation of Classification & Compensation Plan.

February 23, 2

DEPARTMENT HEAD SIGNATURE

CC DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY

INTRADEPARTMENTAL TRANSFER

5

$	76.65
	54.05
$	130.70

010

CLERK

AI-19947 **3.V.**

Health Division - Bioterrorism Line Item Trf

CC CONSENT

Date: 02/23/2010
Submitted By: Dan Beltran, HEALTH & HUMAN SERVICES DEPT.
Department: HEALTH & HUMAN SERVICES DEPT.
Agenda Category: 2010 Intradepartmental Transfers

Information

CAPTION

2010 - Health & Human Services Department Bio. (1293)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1293-441-00-340-013-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

531-->534 $ 2,220.00; funds available as of 02/18/2010

Attachments

Link: Line Item Transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	02/17/2010 08:46 AM	APRV
2	Ana Galvan	Anna Galvan	02/18/2010 03:27 PM	APRV
3	Auditor's Office		02/19/2010 05:17 PM	NEW

Form Started By: Dan Beltran Started On: 02/16/2010 03:13 PM

Final Approval Date: 02/19/2010

Date: February 16, 2010

Department Head: Eduardo Olivarez, Chief Administrative Officer

Department Name: Hidalgo County Health & Human Services Department

Account Number: 0-1293-441-00-340-013-0 Bioterrorism Grant

Subject: Budget Line Item Transfer(s)

Honorable Commissioner's Court of Hidalgo County

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

FROM		TO	
ACCOUNT NUMBER	ACCOUNT NAME (OBJECT CODE)	ACCOUNT NUMBER	ACCOUNT NAME (OBJECT CODE)
0-1293-441-00-340-013-0-531	Telephone	0-1293-441-00-340-013-0-534	Internet Services
			Amount

Reason: Funds needed in the object codes listed above in order to meet anticipated expenditures

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT DATE ATTEST COUNT

AMOUNT
$ 2,220.00
$ 2,220.00

Y CLERK

AI-20019 **3.W.**

LINE ITEM TRANSFER

CC CONSENT

Date: 02/23/2010
Submitted By: Esther Contreras, 370TH DISTRICT COURT
Department: 370TH DISTRICT COURT
Agenda Category: 2010 Intradepartmental Transfers

Information

CAPTION
2010 - 370th District Court (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1100-412-00-007-001-0-XXX
FUNDS AVAILABLE Y/N?: y MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:
Available account balance as of 2/19/2010

Attachments

Link: LINETRANSFER

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	02/19/2010 09:13 AM	APRV
2	JC Carreon	JC Carreon	02/19/2010 09:39 AM	APRV
3	Auditor's Office		02/19/2010 05:17 PM	NEW

Form Started By: Esther Contreras Started On: 02/19/2010 09:08 AM

Final Approval Date: 02/19/2010

DATE: FEBRUARY 19, 2010

DEPARTMENT HEAD: Noé Gonzalez

DEPARTMENT NAME: 370th District Court

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

SUBJECT: Intra Department Transfer

Honorable Commissioners= Court of Hidalgo County:

I would like to request the following Intra-departmental transfer/s (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C Section 111.07, Subsection C.

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
890	OTHER	535	POSTAGE	1,500.00
			TOTAL:	$ 1,500.00

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

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS= COURT DATE ATTEST COUNT CLERK

AI-20003 **3.X.**

LINE ITEM TRANSFER

CC CONSENT

Date:	02/23/2010
Submitted By:	Esther Contreras, 370TH DISTRICT COURT
Submitted For:	NOE GONZALEZ
Department:	370TH DISTRICT COURT
Agenda Category:	2010 Intradepartmental Transfers

Information

CAPTION

2010 - 370th District Court (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1100-412-00-007-001-0-XXX

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

BUDGETARY IMPACT:

890-->531 $ 720.00; funds available as of 02/19/2010
890-->601 $ 251.75; funds available as of 02/19/2010
890-->661 $ 3,157.30; funds available as of 02/19/2010

Attachments

Link: Line Item Transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	02/18/2010 01:11 PM	APRV
2	Ana Galvan	Anna Galvan	02/19/2010 09:25 AM	APRV
3	Auditor's Office		02/19/2010 05:17 PM	NEW

Form Started By: Esther Contreras Started On: 02/18/2010 10:15 AM

Final Approval Date: 02/19/2010

DATE: FEBRUARY 18, 2010

DEPARTMENT HEAD: Noé Gonzalez

DEPARTMENT NAME: 370th District Court

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

SUBJECT: Intradepartmental Transfer

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Intradepartmental transfer/s (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C Section 111.07, Sub section C.

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
890	OTHER	531	TELEPHONE	720.00
890	OTHER	601	OFFICE & COMPUTER SUPPLIES	251.75
890	OTHER	661	MINOR OFFICE FURN & EQUIP	3,157.30
			TOTAL:	$ 4,129.05

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

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT DATE ATTEST COUNT CLERK

AI-19943 **3.Y.**

transfer to pay bills

CC CONSENT

Date:	02/23/2010
Submitted By:	Anna Galvan, BUDGET & MANAGEMENT
Submitted For:	430th District Court
Department:	BUDGET & MANAGEMENT
Agenda Category:	2010 Intradepartmental Transfers

Information

CAPTION

2010 - 430th District Court (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1100-412-00-010-001-0-XXX

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

BUDGETARY IMPACT:

890-->411 $ 1,500.00; funds available as of 02/16/2010
890-->343 $ 150.00; funds available as of 02/16/2010
890-->855 $ 300.00; funds available as of 02/16/2010

Attachments

Link: Line Item Transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	02/17/2010 08:44 AM	APRV
2	Norma Silva	Norma Silva	02/17/2010 02:34 PM	APRV
3	Auditor's Office		02/19/2010 05:17 PM	NEW

Form Started By: Anna Galvan Started On: 02/16/2010 01:26 PM

Final Approval Date: 02/19/2010

AI - 19943

DATE: February 10, 2010

DEPARTMENT HEAD: Israel Ramon, Jr., Judge

DEPARTMENT NAME: 430th District Court

ACCOUNT NUMBER: 0-1100-412-00-010-001-0

SUBJECT: Budget Line-Item Transfer(s)

Honorable Commissioners' Court of Hidalgo County:

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

FROM ACCOUNT NUMBER	ACCOUNT NAME		TO ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
890	Other		411	Water/Sew.	1,500.00
		→			
890	Other	→	343	Drycleaning	150.00
		→			
890	Other	→	855	Late fees	300.00
		→			
		→			
		→		

AI-20013 **3.Z.**

2010-Pct#1 Pks (1211)

CC CONSENT

Date: 02/23/2010
Submitted By: Jorge Flores, COMM. PCT. #1
Department: COMM. PCT. #1
Agenda Category: 2010 Intradepartmental Transfers

Information

CAPTION

2010 - Pct. #1 Parks (1211)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1211-452-00-121-013-0-XXX

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

BUDGETARY IMPACT:

890-->739 - $ 7,000.00; Funding available as of 2/19/10.

Attachments

Link: 2010-Pct#1 Pks (1211)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	02/18/2010 04:04 PM	APRV
2	Norma Silva	Norma Silva	02/19/2010 03:17 PM	APRV
3	Auditor's Office		02/19/2010 05:17 PM	NEW

Form Started By: Jorge Flores Started On: 02/18/2010 03:16 PM

Final Approval Date: 02/19/2010

DATE: February 22, 2010 **MEETING REQUEST DATE:** February 23, 2010

DEPARTMENT HEAD: COMMISSIONER SYLVIA HANDY

DEPARTMENT NAME: PCT #1 PARKS

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

SUBJECT: Budget Line-Item Transfer(s)

Honorable Commissioners' Court of Hidalgo County:

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

FROM ACCOUNT NUMBER								ACCOUNT NAME	TO ACCOUNT NUMBER								ACCOUNT NAME	AMOUNT
0	-1211	-452	-00	-121	-013	-0	890	OTHER	0	-1211	-452	-00	-121	-013	-0	739	OTHER STRUCTURES	7,000.00
																		7,000.00

REASON: NEEDED TO COVER FUTURE EXPENSES

NOE MONTEZ

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /

DATE

ATTEST COUNTY CLERK

AI-19889 **3.AA.**

Budget Line-Item Transfer for Road & Bridge Department
CC CONSENT

Date:	02/23/2010
Submitted By:	Yolanda Cisneros, COMM. PCT. #2
Submitted For:	Yolanda Cisneros
Department:	COMM. PCT. #2
Agenda Category:	2010 Intradepartmental Transfers

Information

CAPTION

2010 - Pct. #2 R & B (1202)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1202-431-00-122-006-0-XXX

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

BUDGETARY IMPACT:

Funding available in the amount of $8,000.00 as of 02/10/2010.
From 664----->619 in the amount of $1,000.00

Attachments

Link: Line Item Transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	02/17/2010 08:42 AM	APRV
2	Ana Galvan	Anna Galvan	02/18/2010 02:45 PM	APRV
3	Auditor's Office	Angela Garcia	02/19/2010 05:17 PM	APRV

Form Started By: Yolanda Cisneros Started On: 02/10/2010 04:23 PM

Final Approval Date: 02/19/2010

DATE: January 28, 2010

2010
Transfer

DEPARTMENT HEAD: Hector "Tito" Palacios

DEPARTMENT NAME: Hidalgo County Precinct No. 2
Road & Bridge Department

ACCOUNT NUMBER: 0-1202-431-00-122-006-0-XXX

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

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	**TO** OBJECT CODE	OBJECT DESCRIPTION	**AMOUNT**
664	OTHER MINOR EQUIPMENT	619	OTHER MISCELLANEOUS SUPPLIES	$1,000.00
			TOTAL	**$1,000.00**

REASON: **Transfer needed to cover expected expenditures.**

DEPARTMENT HEAD SIGNATURE

February 23, 2010
COMMISSIONERS' COURT DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-19982 **3.BB.**

Pct. #4 R&B (1204)

CC CONSENT

Date: 02/23/2010
Submitted By: Jr. Munoz, COMM. PCT. #4
Department: COMM. PCT. #4
Agenda Category: 2010 Intradepartmental Transfers

Information

CAPTION

2010 - Pct. #4 R & B (1204)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1204-431-00-124-007-0-XXX

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

BUDGETARY IMPACT:

534-->532 $ 710.02; funds available as of 02/18/2010
890-->434 $ 50.00; funds available as of 02/18/2010
890-->532 $ 1,320.00; funds available as of 02/18/2010
890-->679 $ 10,000.00; funds available as of 02/18/2010
890-->734 $ 437.87; funds available as of 02/18/2010

Attachments

Link: Line Item Transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	02/17/2010 03:52 PM	APRV
2	Ana Galvan	Anna Galvan	02/18/2010 03:53 PM	APRV
3	Auditor's Office		02/19/2010 05:17 PM	NEW

Form Started By: Jr. Munoz Started On: 02/17/2010 03:34 PM

Final Approval Date: 02/19/2010

DATE: February 22, 2010 **AI#**

DEPARTMENT HEAD: Commissioner Oscar L. Garza Jr.

DEPARTMENT NAME: Hidalgo County Pct. #4 - R&B

ACCOUNT NUMBER: 0-1204-431-00-124-007-0-XXX

SUBJECT: Intradepartmental Transfer/s

CONTACT PERSON: Rumaldo Munoz Jr. **Phone# :** 956-383-3112

Honorable Commissioners' Court of Hidalgo County:

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

FROM	OBJECT NAME	TO	OBJECT NAME	AMOUNT
534	Internet Services	532	Wireless Devices	$ 710.02
890	Other	434	Vehicle R&M Service	50.00
890	Other	532	Wireless Devices	1,320.00
890	Other	679	Other R&M Supplies	10,000.00
890	Other	734	Subdivision Streets	437.87
			TOTAL	$ 12,517.89

REASON: To cover expected expenses.

DEPARTMENT HEAD SIGNATURE

February 23, 2010
COMMISSIONERS' COURT DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-19956 **3.CC.**

Pct. #4 R&B (1204)

CC CONSENT

Date: 02/23/2010
Submitted By: Jr. Munoz, COMM. PCT. #4
Department: COMM. PCT. #4
Agenda Category: 2010 Intradepartmental Transfers

Information

CAPTION
2010 - Pct. #4 R&B (1204)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1204-431-00-124-007-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:
Available account balance as of 02-19-10

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	02/17/2010 11:32 AM	APRV
2	Veronica Ortiz	Veronica Ortiz	02/19/2010 10:04 AM	APRV
3	Auditor's Office		02/19/2010 05:17 PM	NEW

Form Started By: Jr. Munoz Started On: 02/17/2010 10:15 AM

Final Approval Date: 02/19/2010

Revised Transfer

DATE: 02/22/10 **AI#**

DEPARTMENT HEAD: Commissioner Oscar L. Garza Jr.

DEPARTMENT NAME: Hidalgo County Pct. #4 - R&B

ACCOUNT NUMBER: 0-1204-431-00-124-007-0-XXX

SUBJECT: Intra-departmental Transfer/s

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM	OBJECT NAME	TO	OBJECT NAME	AMOUNT
731	Roads	711	Right of Way	56,000.00
				-
			TOTAL	56,000.00

REASON: To cover expected expenses.

DEPARTMENT HEAD SIGNATURE

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

AI-19945 **3.DD.**

Pct. #4 CAP Round 3 (1312)

CC CONSENT

Date: 02/23/2010
Submitted By: Jr. Munoz, COMM. PCT. #4
Department: COMM. PCT. #4
Agenda Category: 2010 Intradepartmental Transfers

Information

CAPTION
2010 - Pct. #4 CAP Round 3 (1312)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1312-431-00-124-844-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:
Available account balance as of 2/17/2010

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	02/17/2010 08:45 AM	APRV
2	JC Carreon	JC Carreon	02/17/2010 10:12 AM	APRV
3	Auditor's Office		02/19/2010 05:17 PM	NEW

Form Started By: Jr. Munoz Started On: 02/16/2010 02:47 PM

Final Approval Date: 02/19/2010

DATE: 02/22/10 **AI#**

DEPARTMENT HEAD: Commissioner Oscar L. Garza Jr.

DEPARTMENT NAME: Hidalgo County Pct. #4 - Colonia Access Program

ACCOUNT NUMBER: 0-1312-431-00-124-844-0-XXX

SUBJECT: Intra-departmental Transfer/s

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM	OBJECT NAME	TO	OBJECT NAME	AMOUNT
899	Contingency	540	Advertising	542.40
				-
			TOTAL	542.40

REASON: To cover Monitor invoice.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT / / DATE ATTEST COUNTY CLERK

AI-20014 **3.EE.**

Line Item Transfer

CC CONSENT

Date:	02/23/2010
Submitted By:	Blanca Sanchez, CONSTABLE PCT. #1
Submitted For:	Blanca Sanchez
Department:	CONSTABLE PCT. #1
Agenda Category:	2010 Intradepartmental Transfers

Information

CAPTION

2010 - Constable Pct. #1 (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1100-421-00-291-001-0-XXX

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

BUDGETARY IMPACT:

Available account balance as of 02-19-10

Attachments

Link: line item

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	02/18/2010 04:04 PM	APRV
2	Veronica Ortiz	Veronica Ortiz	02/19/2010 10:07 AM	APRV
3	Auditor's Office		02/19/2010 05:17 PM	NEW

Form Started By: Blanca Sanchez Started On: 02/18/2010 03:26 PM

Final Approval Date: 02/19/2010

DATE: February 17, 2010

DEPARTMENT HEAD: Celestino Avila Jr.

DEPARTMENT NAME: Constable Precinct 1 - (291)

ACCOUNT NUMBER: ***0-1100-421-00-291-001-0***

SUBJECT: Budget Line–Item Transfer (s)

Honorable Commissioner's Court of Hidalgo County:

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

FROM:			**TO:**		
OBJECT CODE	**OBJECT NAME**	→	**OBJECT CODE**	**OBJECT NAME**	**AMOUNT**
611	Police Supplies	→	583	Out – of – County Employee Travel	580.00
611	Police Supplies	→	584	Registration Fees	1420.00
672	Repair & Maintenance supplies-equipment and vehicles	→	583	Out – of – County Employee Travel	4000.00
		TOTAL			**$6000.00**

REASON(s): Monies for Constable, 10 deputies and clerk to attend JPCA Training Conference in May at South Padre Island, TX; and Constable to attend Continuing Education for Constables mandated training in Huntsville, TX in July.

Blanca I. Sanchez Chief Deputy
DEPARTMENT HEAD SIGNATURE / DESIGNEE

_____ ___/___/___ _____
APPROVED COMMISSIONERS' COURT DATE ATTEST COUNTY CLERK

COUNTY AUDITOR'S FORM: SFA-CA-017

AI-19949 **3.FF.**

Transfer for TCLEDDS program .

CC CONSENT

Date:	02/23/2010
Submitted By:	Anna Galvan, BUDGET & MANAGEMENT
Submitted For:	Constable Pct. 2
Department:	BUDGET & MANAGEMENT
Agenda Category:	2010 Intradepartmental Transfers

Information

CAPTION

2010 - Constable Pct. #2 (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1100-421-00-292-001-0-XXX

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

BUDGETARY IMPACT:

532-->336 $ 295.00; funds available as of 02/16/2010

Attachments

Link: Line Item Transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	02/17/2010 11:32 AM	APRV
2	Norma Silva	Norma Silva	02/17/2010 03:48 PM	APRV
3	Auditor's Office		02/19/2010 05:17 PM	NEW

Form Started By: Anna Galvan Started On: 02/16/2010 04:07 PM

Final Approval Date: 02/19/2010

INTRADEPARTMENTAL TRANSFER

DATE: February 16, 2010

DEPARTMENT HEAD: Gilberto "Chato" Alaniz

DEPARTMENT NAME: Constable Precinct 2

ACCOUNT NUMBER: 0-1100-421-00-292-001-0-XXX

CONTACT PERSON: Chief Deputy, Frank Sanchez **PHONE:** (956) 783-466

SUBJECT: Intradepartmental Transfer

Honorable Commissioner's Court of Hidalgo County:

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

FROM		TO	
OBJECT CODE	OBJECT NAME	OBJECT CODE	OBJECT NAME
532	Wireless Devices	336	Computer Services
			TOTAL

REASON: Transfer needed for TCLEDDS program.

DEPARTMENT HEAD SIGNATURE

February 24, 2

CC DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY

INTRADEPARTMENTAL TRANSFER

4

$	295.00
$	295.00

010

CLERK

AI-19999 **3.GG.**

Constable Precinct 3 Line Item Transfer

CC CONSENT

Date:	02/23/2010
Submitted By:	Rachel Cavazos, CONSTABLE PCT. #3
Submitted For:	Larry Gallardo
Department:	CONSTABLE PCT. #3
Agenda Category:	2010 Intradepartmental Transfers

Information

CAPTION

2010 - Constable Pct. #3 (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1100-421-00-293-001-0-XXX

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

BUDGETARY IMPACT:

Available account balance as of 2/18/2010

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	02/18/2010 08:52 AM	APRV
2	JC Carreon	JC Carreon	02/18/2010 11:30 AM	APRV
3	Auditor's Office		02/19/2010 05:17 PM	NEW

Form Started By: Rachel Cavazos Started On: 02/17/2010 04:52 PM

Final Approval Date: 02/19/2010

DATE: **February 23, 2010**

DEPARTMENT HEAD: **Lazaro Gallardo, Jr.**

DEPARTMENT NAME: **Constable Precinct 3**

ACCOUNT NUMBER: **0-1100-421-00-293-001-0-XXX**

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	**TO** OBJECT CODE	OBJECT DESCRIPTION	**AMOUNT**
432	VEHICLE & EQUIP R&M SERVICES	640	REFERENCE BOOKS	**$ 272.64**
432	**VEHICLE & EQUIP R&M SERVICES**	**619**	**OTHER MISC SUPPLIES**	**$ 30.00**
			TOTAL	**$ 302.64**

REASON: **TO PURCHASE REFERENCE BOOKS FOR THE DEPUTIES AND TO PURCHASE DECALS FOR UNIT 317**

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

AI-20006 **4.A.**

Interdepartmental Transfer to cover December 2009 Fire Calls expenditures
CC CONSENT

Date:	02/23/2010
Submitted By:	Rolando Garcia, BUDGET & MANAGEMENT
Submitted For:	Fire Marshal's Office
Department:	BUDGET & MANAGEMENT
Agenda Category:	2009 Interdepartmental Transfers

Information

CAPTION

Emergency Services-FM (1100):
Approval of 2009 interdepartmental transfer from Emergency Services-FM (program 001) to Alamo FD (program 002) & Weslaco FD (program 019) in the total amount of $17,825.00 to fund fire call expenditures.

BACKGROUND

Payments are beyond the $5,000.00 threshold and need to be journalized as 2009 expenditures.

Fiscal Impact

FISCAL YEAR: 2009
ACCT. #: 9-1100-422-10-300-0XX-0-532/644
FUNDS AVAILABLE Y/N?: Y
MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:
available balances as of 2/19/10.

Attachments

Link: Emergency Svcs fire calls interdept transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Roland Garcia (Originator)	Rolando Garcia	02/19/2010 08:35 AM	APRV
2	Budget & Management	Erika Zamora	02/19/2010 08:41 AM	APRV
3	Ivan Cantu	Ivan Cantu	02/19/2010 08:56 AM	APRV
4	Auditor's Office		02/19/2010 05:17 PM	NEW

Form Started By: Rolando Garcia
Started On: 02/18/2010 10:36 AM

Final Approval Date: 02/19/2010

DATE: February 18, 2010

DEPARTMENT HEAD: Raul Silguero

DEPARTMENT NAME: Dept. of Budget & Management for Emergency Svcs (1100)

ACCOUNT NUMBER: 9-1100-422-10-300-0XX-0-XXX

2009
Interdepartmental Transfer

AI-20006

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

Contact: Rolando Garcia Jr.
Ph#: 956-292-7025 x.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
FROM		
9-1100-422-10-300-001-0-532	EMERG SRVS-FM-WIRELESS DEVICES	(12,077.08)
9-1100-422-10-300-001-0-664	EMERG SRVS-FM-OTHER MINOR EQUIPMENT	(5,747.92)
TO		
9-1100-422-20-300-002-0-841	EMERG SRVS-ALAMO FD-AID TO GOVT AGENCY	5,875.00
9-1100-422-20-300-019-0-841	EMERG SRVS-WESLACO FD-AID TO GOVT AGENCY	11,950.00
	TOTAL BUDGET INCREASE (DECREASE)	-

REASON:
Transfer needed to accommodate 2009 Fire call invoices to be recorded as 2009 expenditures due to amounts being over $5,000.00.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

AI-20022 **4.B.**

2009 Interdepartmental transfer from Contingency to Various (1100) to fund negatives

CC CONSENT

Date:	02/23/2010
Submitted By:	Erika Zamora, BUDGET & MANAGEMENT
Submitted For:	Dina Trevino
Department:	BUDGET & MANAGEMENT
Agenda Category:	2009 Interdepartmental Transfers

Information

CAPTION

Various Depts (1100):
Approval of 2009 interdepartmental transfer from Co. Wide Adm. to Various Depts in the amount of $15,509.96.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-4XX-XX-XXX-00X-0-XXX

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

BUDGETARY IMPACT:

Funds available as of 02/19/10. To fund G/F negative balances for calendar year 2009.

Attachments

Link: INTERDEPT TRSF

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	02/19/2010 09:47 AM	APRV
2	Ivan Cantu	Ivan Cantu	02/19/2010 10:25 AM	APRV
3	Auditor's Office		02/19/2010 05:17 PM	NEW

Form Started By: Erika Zamora Started On: 02/19/2010 09:41 AM

Final Approval Date: 02/19/2010

DATE: February 19, 2010

DEPARTMENT HEAD: Raul Silguero, Jr.

2009
Transfer

DEPARTMENT NAME: Dept. of Budget & Mgmt for Various Depts

ACCOUNT NUMBER: 9-1100-4XX-XX-XXX-00X-0-XXX

CONTACT PERSON: Erika Zamora **PHONE:** (956) 292-7025 Ext. 5416

SUBJECT: **Interdepartmental Transfer/s in Accordance with Local Government Code Chapter 111, Subchapter C.**

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE / DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		AMOUNT
FROM		0	
9-1100-415-00-115-002-0- 899	CO WIDE ADM	CONTINGENCY	(15,509.96)
TO			
9-1100-412-00-067-001-0- 250	JP PCT 4/PL 1	UNEMPLOYMENT COMP	0.19
9-1100-414-00-130-001-0- 113	ELECTION DEPT	REG F/T EMPLOYEES	1,169.97
9-1100-414-00-130-001-0- 115	ELECTION DEPT	LONGEVITY PAY	0.30
9-1100-414-00-130-001-0- 250	ELECTION DEPT	UNEMPLOYMENT COMP	3.91
9-1100-415-00-200-002-0- 855	IT COUNTYWIDE	LATE FEES, PENALTIES & FINA	2.98
9-1100-421-00-293-001-0- 113	CONSTABLE PCT. 3	REG F/T EMPLOYEES	155.00
9-1100-421-00-293-001-0- 115	CONSTABLE PCT. 3	LONGEVITY PAY	2.25
9-1100-421-00-293-001-0- 220	CONSTABLE PCT. 3	FICA	12.35
9-1100-421-00-293-001-0- 230	CONSTABLE PCT. 3	RETIREMENT	15.36
9-1100-423-32-330-001-0- 211	JUV DET HM	HEALTH INSURANCE	41.89
9-1100-423-60-330-002-0- 115	JUV PROB	LONGEVITY PAY	0.01
9-1100-423-60-330-002-0- 122	JUV PROB	TEMP P/T EMPLOYEES	33.75
9-1100-423-60-330-002-0- 211	JUV PROB	HEALTH INSURANCE	546.55
9-1100-423-60-330-002-0- 220	JUV PROB	FICA	2.22
9-1100-423-60-330-002-0- 250	JUV PROB	UNEMPLOYMENT COMP	0.14
9-1100-423-60-330-002-0- 350	JUV PROB	OTHER SERVICES	13,272.00
9-1100-423-60-330-002-0- 531	JUV PROB	TELEPHONE	14.14
9-1100-441-00-350-003-0- 531	WIC INELIGIBLE COSTS	TELEPHONE	232.57
9-1100-444-00-370-001-0- 535	VETERAN'S SRV	POSTAGE	4.38
	TOTAL BUDGET INCREASE (DECREASE)		0.00

REASON:

Transfer to fund end of year negatives.

SIGNATURE

COMMISSIONERS COURT

DATE

ATTEST, COUNTY CLERK

AI-20020 **4.C.**

2009 Interdepartmental transfer from Jail to Co. Wide Adm. (1100)

CC CONSENT

Date:	02/23/2010
Submitted By:	Erika Zamora, BUDGET & MANAGEMENT
Submitted For:	Dina Trevino
Department:	BUDGET & MANAGEMENT
Agenda Category:	2009 Interdepartmental Transfers

Information

CAPTION

Co. Wide Adm. (1100):
Approval of 2009 interdepartmental transfer from Jail to Co Wide Adm. in the amount of $18,000.00.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-4XX-XX-XXX-002-0-XXX

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

BUDGETARY IMPACT:
Funds available as of 02/19/10.

Attachments

Link: Interdept Trsf

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	02/19/2010 09:23 AM	APRV
2	Ivan Cantu	Ivan Cantu	02/19/2010 10:22 AM	APRV
3	Auditor's Office		02/19/2010 05:17 PM	NEW

Form Started By: Erika Zamora Started On: 02/19/2010 09:14 AM

Final Approval Date: 02/19/2010

DATE: February 19, 2010

DEPARTMENT HEAD: Raul Silguero, Jr.

2009
Transfer

DEPARTMENT NAME: Dept. of Budget & Mgmt for Co. Wide Adm.

ACCOUNT NUMBER: 9-1100-4XX-XX-XXX-002-0-XXX

CONTACT PERSON: Erika Zamora **PHONE:** (956) 292-7025 Ext. 5416

SUBJECT: **Interdepartmental Transfer/s in Accordance with Local Government Code Chapter 111, Subchapter C.**

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE / DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		AMOUNT
FROM			
9-1100-423-21-280-002-0- 630	JAIL	FOOD	(18,000.00)
TO			
9-1100-415-00-115-002-0- 899	CO WIDE ADM	CONTINGENCY	18,000.00
TOTAL BUDGET INCREASE (DECREASE)			0.00

REASON:

Transfer to fund end of year negatives.

SIGNATURE

COMMISSIONERS COURT

/ /
DATE

ATTEST, COUNTY CLERK

AI-19962 **5.A.**

BCAP Interdepartmental transfer - Laborsita (1312)

CC CONSENT

Date: 02/23/2010
Submitted By: Jr. Munoz, COMM. PCT. #4
Department: COMM. PCT. #4
Agenda Category: 2010 Interdepartmental Transfers

Information

CAPTION

BCAP (1312):
Approval of 2010 interdepartmental transfer from BCAP Col Esperanza #2 (program 844) to BCAP Laborsita (program 886) in the amount of $2,500.00.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1312-431-00-124-844-0-899
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:
Funding available as of 2-18-10.
0-1312-431-00-124-844-0-899-->0-1312-431-00-124-886-0-339 $2,500.00

Attachments

Link: Interdept. transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	02/17/2010 11:36 AM	APRV
2	Manuel Chapa	Manuel Chapa	02/18/2010 08:26 AM	APRV
3	Auditor's Office		02/19/2010 05:17 PM	NEW

Form Started By: Jr. Munoz Started On: 02/17/2010 10:55 AM

Final Approval Date: 02/19/2010

DATE: February 22, 2010

2010
Transfer

DEPARTMENT HEAD: Oscar L. Garza Jr.

DEPARTMENT NAME: Hidalgo County Precinct No.4
Road & Bridge

ACCOUNT NUMBER: 0-1312-431-00-124-XXX-0-XXX

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

Contact: Rumaldo Munoz Jr
Ph#: 956-383-3112 Ext. 4002

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:		
0-1312-431-00-124-844-0-899	**Col Esperanza #2 - Contingency**	**($2,500.00)**
To:		
0-1312-431-00-124-886-0-339	**Laborsita - Other Prof Services**	**$2,500.00**
	TOTAL BUDGET INCREASE (DECREASE)	**0.00**

REASON:
Transfer to cover project expenditures.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-19953 **5.B.**

Inter-Departmental Transfer for Cesar Chavez Drainage Project

CC CONSENT

Date:	02/23/2010
Submitted By:	Yolanda Cisneros, COMM. PCT. #2
Submitted For:	Yolanda Cisneros
Department:	COMM. PCT. #2
Agenda Category:	2010 Interdepartmental Transfers

Information

CAPTION

Pct. #2 CO 2009 Series (1339):
Approval of 2010 interdepartmental transfer within Certificate of Obligations Series 2009, from the Precinct 2 Drainage Improvement Project (program 034) into Cesar Chavez Drainage, (program 039) for drainage ditches in the amount of $100,000.00.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1339-431-00-122-XXX-0-XXX

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

BUDGETARY IMPACT:

Funding available in the amount of $459,368.52 as of 02/17/2010
0-1339-431-00-122-034-0-742------>0-1339-731-00-122-039-0-733 in the amount of $100,000.00

Attachments

Link: Interdept Transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	02/18/2010 03:08 PM	APRV
2	Roland Garcia	Rolando Garcia	02/19/2010 08:23 AM	APRV
3	Auditor's Office		02/19/2010 05:17 PM	NEW

Form Started By: Yolanda Cisneros Started On: 02/17/2010 09:14 AM

Final Approval Date: 02/19/2010

DATE: February 17, 2010

2010
Transfer

DEPARTMENT HEAD: Hector "Tito" Palacios

DEPARTMENT NAME: Hidalgo County Precinct No.2
CO 2009 Pct2 Drain Improvement

AI-19953

ACCOUNT NUMBER: 0-1339-431-00-122-XXX-0-XXX

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
0-1339-431-00-122-034-0-742	CO2009 PCT2 DRAIN IMPRV- HEAVY EQUIPMENT	(100,000.00)
0-1339-431-00-122-039-0-733	CO2009 Pct2 CESAR CHAVEZ - DRAINAGE DITCHES	$100,000.00
	TOTAL BUDGET INCREASE (DECREASE)	

REASON:
Transfer from CO2009-PCT2 DRAIN IMPRV-HEAVY EQUIP to cover expenditures for the project.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

AI-20052 **5.C.**

Interdepartmental Transfer Pct2 CO's 1334 Adm Bldg and other county Bldg's CC CONSENT

Date: 02/23/2010
Submitted By: Rolando Garcia, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Category: 2010 Interdepartmental Transfers

Information

CAPTION

Pct. #2 C.O. 2004 Series (1334):
Approval of 2010 interdepartmental transfer within Certificates of Obligation Series 2004 from Pct.#2 WIC/HHS (prog 041) to Pct.#2 Buildings (prog 021) in the amount of $20,000.00.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 10 ACCT. #: 0-1334-441-00-122-041-0-720
FUNDS AVAILABLE Y/N?: Y/pending MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:
available balance is $11,088.64

*please note: once PO is issued, there will be a PO liquidation of $39,771.00 (JE-96296), when D. Wilson payment#1 processed, available balance will be $50,859.64.

Attachments

Link: Interdept Transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Roland Garcia (Originator)	Rolando Garcia	02/19/2010 04:49 PM	APRV
2	Budget & Management	Erika Zamora	02/19/2010 04:51 PM	APRV
3	Sylvia Solis	Sylvia Solis	02/19/2010 05:14 PM	APRV
4	Auditor's Office		02/19/2010 05:17 PM	NEW

Form Started By: Rolando Garcia Started On: 02/19/2010 04:30 PM

Final Approval Date: 02/19/2010

DATE: February 19, 2010

2010
Transfer

DEPARTMENT HEAD: Raul Silguero

DEPARTMENT NAME: Department of Budget & Management for Pct.2 CO's (1334)

AI-20052

ACCOUNT NUMBER: 0-1334-4X1-00-122-0X1-0-720

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
0-1334-441-00-122-041-0-720	CO,2004-PCT2-WIC/HHS-BUILDINGS	(20,000.00)
0-1334-431-00-122-021-0-720	CO,2004-PCT2-BUILDINGS	$20,000.00
TOTAL BUDGET INCREASE (DECREASE)		**0.00**

REASON:
Transfer to fund a portion of the Pct.2 Adminstrative Buildings and other county buildings.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

AI-20045 **5.D.**

transfer to fund implementation of Classification & Compensation Plan

CC CONSENT

Date:	02/23/2010
Submitted By:	Anna Galvan, BUDGET & MANAGEMENT
Submitted For:	Co. Wide Admin.
Department:	BUDGET & MANAGEMENT
Agenda Category:	2010 Interdepartmental Transfers

Information

CAPTION

Classification and Compensation Plan (1100):
Approval of 2010 interdepartmental transfer from County Wide Administration to various accounts in the total amount of $1,685.92 to fund fringe related implementation cost of the Classification and Compensation Plan - Phase 1.

BACKGROUND

Fiscal Impact

Attachments

Link: TRANSFER

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	02/19/2010 04:38 PM	APRV
2	Norma Silva		02/19/2010 05:17 PM	NEW

Form Started By: Anna Galvan — Started On: 02/19/2010 03:21 PM

Final Approval Date: 02/19/2010

INTERDEPARTMENTAL TRANSFER

DATE: February 19, 2010

DEPARTMENT HEAD: Raul Silguero, Jr.

DEPARTMENT NAME: Dept. of Budget & Management for County Wide Admin.

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

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

Honorable Commissioners' Court of Hidalgo County:

I submit for your consideration the following Interdepartmental transfer/s (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C Section 111.070, Subsection C.

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
FROM:		
0-1100-415-00-115-002-0-899	County Wide Administration-Contingency	(1,685.92)
TO:		
0-1100-413-30-115-017-0-230	Co. Commissioners' - Retirement	2.10
0-1100-413-30-115-017-0-250	Co. Commissioners' - Unemployment Comp.	0.25
0-1100-414-00-130-001-0-230	Elections Dept. - Retirement	605.44
0-1100-414-00-130-001-0-250	Elections Dept. - Unemployment Comp.	73.36
0-1100-415-14-115-001-0-230	Budget & Management - Retirement	348.80
0-1100-415-14-115-001-0-250	Budget & Management - Unemployement Comp.	42.26
0-1100-419-10-210-001-0-230	Planning Dept.-Retirement	29.56
0-1100-419-10-210-001-0-250	Planning Dept.-Unemployment Comp.	3.58
0-1100-419-50-115-059-0-230	DBM Safety Division-Retirement	108.49
0-1100-419-50-115-059-0-250	DBM Safety Division-Unemployment Comp.	13.15
0-1100-422-10-300-001-0-230	Emergency Services-Retirement	10.23
0-1100-422-10-300-001-0-250	Emergency Services-Unemployment Comp.	1.24
0-1100-441-00-340-001-0-230	Health & Human Services Admin - Retirement	41.34
0-1100-441-00-340-001-0-250	Health & Human Services Admin - Unemployment Comp.	5.01
0-1100-441-00-340-003-0-230	Health & Human Services Clinics-Retirement	330.43
0-1100-441-00-340-003-0-250	Health & Human Services Clinics - Unemployment Comp.	40.04
0-1100-444-00-360-001-0-230	Child Welfare- Retirement	4.52
0-1100-444-00-360-001-0-250	Child Welfare - Unemployment Comp.	0.55
0-1100-461-00-380-001-0-230	TX Agrilife Ext. - Retirement	22.81
0-1100-461-00-380-001-0-250	TX Agrilife Ext. - Unemployment Comp.	2.76
	Total Budget Increase/Decrease	**0.00**

REASON: Transfer needed to fund implementation of Classification & Compensation Plan.

Department Head Signature

Date

Approved Commissioners' Court

Attest County Clerk

AI-19974 **6.4.**

Planning Department

CC CONSENT

Date:	02/23/2010
Submitted By:	Nora Cavazos, PLANNING DEPT.
Submitted For:	Raul Sesin
Department:	PLANNING DEPT.
Agenda Category:	Planning Department

Information

CAPTION

Preliminary Approval of Subdivision Plat:

a. Ranchitos Commercial – Pct. 1 (Anthony Gray)
b. Dollar General Edinburg (Owassa) – Pct 4 (Carlos Villarreal)
c. Goolie Meadows Phase 3 Subdivision – Pct. 1 (Tim Gearhart)
d. La Paloma Estates Unit 1 Subdivision – Pct. 1 (Kyndel Bennett)
e. La Paloma Estates Unit 2 Subdivision – Pct. 1 (Kyndel Bennett)
f. Vista Ridge Acres Phase 2 Subdivision – Pct. 1 (Jack McClelland)
g. Vista Ridge Acres Phase 3 Subdivision – Pct. 1 (Jack McClelland)
h. Las Comadres Acres Phase 1 Subdivision – Pct. 3 (Carlos Leal)

BACKGROUND

Fiscal Impact

Attachments

Link: Ranchitos Commercial;Preliminary
Link: Ranchitos Commercial;Plat
Link: Dollar General Owassa;Preliminary
Link: Dollar General;Plat
Link: Goolie Meadows 3;Preliminary
Link: Goolie Meadows Ph. 3;Plat
Link: La Paloma Estates I;Preliminary
Link: La Paloma Estates I;Plat
Link: La Paloma Estates 2;Preliminary
Link: La Paloma Estates 2;Plat
Link: Vista Ridge Ph 2;Preliminary
Link: Vista Ridge Ph 2;Plat
Link: Vista Ridge Phase 3;Preliminary
Link: Vista Ridge Ph 3;Plat
Link: Las Comadres Acres;Preliminary

Link: Las Comadres Acres I;Plat

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	02/17/2010 02:40 PM	APRV
2	Olga Garza	Olga Garza	02/18/2010 10:52 AM	APRV
3	Auditor's Office		02/19/2010 05:17 PM	NEW

Form Started By: Nora Cavazos

Started On: 02/17/2010 02:23 PM

Final Approval Date: 02/19/2010

PLANNING DEPARTMENT
County Of Hidalgo

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

TO: Judge Rene Ramirez
County Commissioner's Court

FROM: Raul E. Sesin, P.E., Planning Administrator

DATE: February 17, 2010

RE: **Ranchitos Commercial Subdivision– Pct. 1**
Preliminary Approval

Ranchitos Commercial Subdivision is a eight (8) commercial lot subdivision located on the North side of US 281 (Military Road) approximately 450 feet East from FM 88 (Texas Ave.)

The proposed Subdivision lies within the City of Progresso E.T.J. and was approved by the Planning and Zoning and City Commission of said City.

The Drainage Report was submitted to, reviewed, and approved by the H.C.D.D. No. 1 Manager on January 25, 2010. The proposed subdivision lies within Zone "B Shaded" as per FEMA's FIRM.

The proposed subdivision plat will dedicate twenty five (25) feet on US 281 (Military) Road of additional Road Right of Way in accordance with the Hidalgo County Thoroughfare Plan.

Sanitary Services will be provided by OSSF. Soil Analysis were conducted by Jose Angel Gonzalez and approved by the Hidalgo County Environmental Health Department.

Water Services will be provided by Military Highway Water Supply Corporation. There is an existing twelve (12") inch waterline on US 281 that will serve as the primary source of water for the proposed development.

The Subdivision Plat has been reviewed and complies with the Hidalgo County Subdivision Rules, Texas Water Development Board Model Subdivision Rules and the Texas Local Government Code. Staff comments are attached for your review.

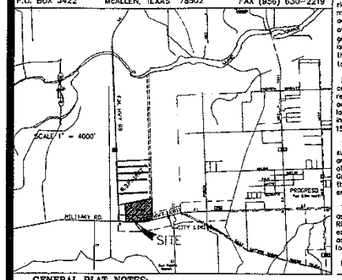
The Hidalgo County Advisory Board convened and recommended **Preliminary Approval** on **February 16, 2010** subject to staff comments and future recommendations by Planning and other departments.

LOG OF ITEMS LACKING DURING SUBDIVISION REVIEW

Name of Subdivision: **Ranchitos Commercial 1st Review** **Page** 1 of 1

Item Log	*DESCRIPTION OF ITEMS:* *Plat is subject to additional comments from Planning, Right of Way, Health and HCDD No. 1 prior to consideration for final approval.*	Date	Initials
		02-08-10	JRT
A	**1ST SHEET COMMENTS:** Provide index to sheet description.		
B	Provide metes and bounds property description. Correct total property acres on owner's dedication, certification and attestation and on legal description below the subdivision name sheet title.		
C	Right of way /easement language does not apply to this subdivision please delete. Certification belongs to N.A.W.S.C.		
D	Please provide the west adjoiners legal description information.		
E	Please show all existing structures and irrigation line on 2nd sheet on topography and survey layout.		
F	Label the center line of U.S. Highway 281 (Military Road)		
G	As per the general plat note restriction please add to plat note 17; *"no additional access driveways will be allowed from this subdivision to U.S. 281 (Military Road)."* See Attachment for additional plat note restriction for commercial use only.		
H	**2ND SHEET COMMENTS:** Water and OSSF engineering report and Subdivider certificate and statement are not required for commercial title "A" plats.		
I	Staff recommends to disregard the 3rd sheet and show the drainage report and all proposed driveways on this sheet.		
J	Show natural ground water flow arrows.		
K	Please show assigned areas for all OSSF on each lot.		
L	Please verify with M.H.W.S.C. if they will required an exclusive easement dedicated by this plat.		
M	Please extend spot topography elevation at 500 feet east from the original lot line of subdivision boundary.		
N	Label for contractor to re-construct U.S. 281 road side ditch to TxDOT specifications.		
O	Label and dimension the existing pavement width for U.S. 281.		
P	Please clear all text notations and spot topography elevation along U.S 281 road right of way. Make all text legible.		
Q	Please show all monument/symbols on sheet legend.		

K K Engineering Consultant
GENERAL PROFESSIONAL CIVIL ENGINEERING SERVICES
(FIRM REGISTRATION #F-1334)
410 E. DOVE
P.O. BOX 3422 McALLEN, TEXAS 78502
(956) 630-2125
FAX (956) 630-2219



GENERAL PLAT NOTES:

1. MINIMUM FINISH FLOOR NOTE:
30" ABOVE THE NATURAL GROUND.
ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME FOR APPLICATION FOR CONSTRUCTION TO VERIFY PRE AND POST CONSTRUCTION FINISH FLOOR ELEVATIONS. AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.

2. FLOOD ZONE DESIGNATION:
THIS PROPERTY LIES IN FLOOD ZONE "B" (SHADED) (AREAS OF 500-YEAR FLOOD; AREAS OF 100-YEAR FLOOD WITH AVERAGE DEPTHS OF LESS THAN ONE FOOT OR WITH DRAINAGE AREAS LESS THAN ONE SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 100-YEAR FLOOD.) OF FIRM COMMUNITY PANEL No. 480334 0525 B, EFFECTIVE DATE = JAN. 02, 1981.

3. MINIMUM BUILDING SETBACKS ARE AS FOLLOWS:
FRONT ------- 75 FEET OR EASEMENT WHICHEVER IS GREATER.
REAR ------- 20 FEET OR EASEMENT WHICHEVER IS GREATER.
SIDE -------- 6 FEET OR EASEMENT WHICHEVER IS GREATER.

4. THIS SUBDIVISION IS PROPERLY SERVED BY M.H.W.S.C. WATER SYSTEMS.

5. B.M. = "X" CUT ON TOP OF CONC. PAD LOCATED ±20' NORTH & ±300' WEST OF THE N.E. CORNER OF THE ORIGINAL 448.76 TRACT.
N.A.V.D. 1988
BENCHMARK ELEVATION: 72.06

6. NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT. EASEMENT SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, SHEDS, SHRUBS, TREES, AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18" MATURE HEIGHT, GROUND COVER, GRASS OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.

7. EACH PURCHASED CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING HOW AND WHEN WATER, SEWER ELECTRICITY, AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.

8. CORNER MARKERS, CONSISTING OF A ONE-HALF (1/2) INCH STEEL ROD 18 INCHES IN LENGTH, WITH PLASTIC CAP STAMPED "R&A", HAVE BEEN DRIVEN FLUSH WITH THE GROUND SURFACE TO MARK THE CORNERS OF ALL LOTS.

9. NO FILL OR PERMANENT STRUCTURES SHALL BE ALLOWED WITHIN ANY SWALE OR UTILITY EASEMENTS.
EACH DRAINAGE EASEMENT SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, PLANTINGS, AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATION AND MAINTENANCE OF THE DRAINAGE SWALES. LOT OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF DRAINAGE SWALE.

10. THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES OF THIS SUBDIVISION AT THE TIME OF THE SURVEY.

11. ALL CONSTRUCTION SHALL COMPLY WITH STORM WATER POLLUTION PREVENTION PLAN (SWPP) REQUIREMENTS.

12. DRAINAGE: IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT No. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF _____ CUBIC-FEET/_____ ACRE-FEET OR _____ CUBIC FEET PER LOT) OF STORM WATER RUNOFF. DRAINAGE RETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS: (SEE SHEET No. 3 FOR STORM SEWER IMPROVEMENTS).

13. ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE MINIMUM WIDTH OF 15.00 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES. BY SIGNING THIS PLAT THE DEVELOPER AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS SHOWN COMPLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER OCCUPYING AN EASEMENT.

14. SEPTIC TANK NOTES:
ONSITE SEWAGE FACILITIES (OSSF) NOTE: THIS SUBDIVISION SHALL USE ON-SITE SEWAGE FACILITIES IN ACCORDANCE WITH TCEQ AND HIDALGO COUNTY REGULATIONS FOR SEWAGE DISPOSAL. THE SUBDIVIDER IS RESPONSIBLE FOR PROVIDING AN OSSF ON ALL LOTS.
A. OSSF SYSTEM IS BEING DESIGNED FOR DISPOSAL OF DOMESTIC SEWERAGE ONLY. A SEPARATE DESIGN SHALL BE SUBMITTED FOR COMMERCIAL USE, AND MULTI-FAMILY.
B. EACH LOT ON THIS PLAT COMPLIES WITH THE MINIMUM 21,780 SQUARE FEET LOT AREA WITH POTABLE WATER SUPPLY.
C. OSSF SYSTEM SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORIZED DEPARTMENT.
D. SOIL ANALYSIS HAVE BEEN SUBMITTED TO THE AUTHORIZED HIDALGO COUNTY DEPARTMENT AND EXCERPTS MAY BE ALSO SEEN ON THE UTILITY LAYOUT FOR THIS SUBDIVISION AS SUBMITTED TO THE HIDALGO COUNTY PLANNING DEPARTMENT. THE ENGINEER HAS DETERMINED THAT THE SOIL IS SUITABLE FOR A STANDARD SEPTIC TANK AND ABSORPTIVE DRAINFIELD SYSTEM.
E. APPROVED "OSSF" PERMIT APPLICATION IS REQUIRED INCLUDING INDIVIDUAL LOT PLANNING MATERIALS PRIOR TO OCCUPYING A LOT.

15. ANTHONY F. GRAY, THE OWNER & SUBDIVIDER OF RANCHITOS COMMERCIAL SUBDIVISION RETAINS AN EASEMENT UPON EACH LOT FOR THE PURPOSE OF INSTALLING AN APPROVED OSSF ON THE LOT AS DESCRIBED ON SHEET No. 2 OF THIS PLAT.

16. AN OFF-STREET PARKING LOT SITE PLAN & DRAINAGE PLAN APPROVED BY THE HIDALGO COUNTY PLANNING DEPARTMENT SHALL BE REQUIRED FOR COMMERCIAL INDUSTRIAL & MULTI-FAMILY USE AT THE TIME OF APPLICATION FOR CONSTRUCTION PRIOR TO THE ISSUANCE OF A BUILDING AND/OR PERMIT DEVELOPMENT PERMIT. NO WATER OR LIGHT CLEARANCES SHALL BE ISSUED UNTIL THE SITE PLAN, DRAINAGE PLAN AND OSSF PLAN ARE APPROVED AND PROPOSED IMPROVEMENTS ARE CONSTRUCTED IN ACCORDANCE WITH COUNTY AND STATE STANDARDS.

17. SHARE DRIVEWAYS ARE REQUIRED FOR LOTS 1 & 2; 3 & 4; 5 & 6; 7 & 8 AND SHOULD BE CONSTRUCTED PRIOR TO FINAL APPROVAL BY DEVELOPER AND BOTH SHARING LOTS ARE EQUALLY RESPONSIBLE FOR THE MAINTENANCE OF IT.

RIGHT OF WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, owners of the property shown on this plat, their successors, assigns, and transferees (hereinafter called "Grantor"whether one or more persons are named), in consideration of one dollar ($1.00) and other good and valuable consideration paid by MILITARY HWY. Water Supply Corporation, (hereinafter called "Grantee"), the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, and convey to said Grantee, its successors and assigns, an exclusive perpetual easement with the right to erect, construct, install and and lay thereafter use, operate, inspect, repair maintain, replace, and remove water distribution lines and appurtenances over and across the lands shown on this plat, together with the right of ingress and egress over Grantor's adjacent lands for the purpose for which the above mentioned rights are granted. The easement hereby granted shall not exceed 15' in width, and Grantee is hereby authorized to designate the course of the easement herein conveyed except that when the pipeline(s) is installed, the easement herein granted shall be limited to a strip of land 15' in width, the center line thereof being the pipeline installed.

In the event the easement hereby granted abuts on a public road and the city, county or state hereafter widens or relocates the public road so as to require the relocation of this water line as installed, Grantor further grants to Grantee an additional easement over and across the land shown on this plat for the purpose of laterally relocating said water line as may be necessary to clear the road improvements, which easement hereby granted shall be limited to a strip of land 15' in width, the center line thereof being the pipeline as relocated.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantor by reason of the installation, maintenance, repair, replacement and relocation of the structures referred to herein. This agreement together with other provisions of this grant shall constitute an easement for the benefit of the Grantee, its successors, and assigns. The Grantor covenants that it is the owner of the above-described lands and that said lands are free and clear of all encumbrances and liens except the following:

The easement conveyed herein was obtained or improved through Federal financial assistance. This easement is subject to the provisions of Title VI of the Civil Rights Act of 1964 and the regulations issued pursuant thereto for as long as the easement continues to be used for the same or similar purpose for which financial assistance was extended or for so long as the Grantee owns it, whichever is longer.

IN WITNESS WHEREOF the said Grantor executed this instrument this____ day of _____, 20__.

_____

_____

THIS IS TO CERTIFY THAT THE MILITARY HIGHWAY WATER SUPPLY CORPORATION (M.H.W.S.C.) HAS REVIEWED AND APPROVED THIS PLAT.

BY: GENERAL MANAGER DATE
AMADO E. SALINAS, JR.

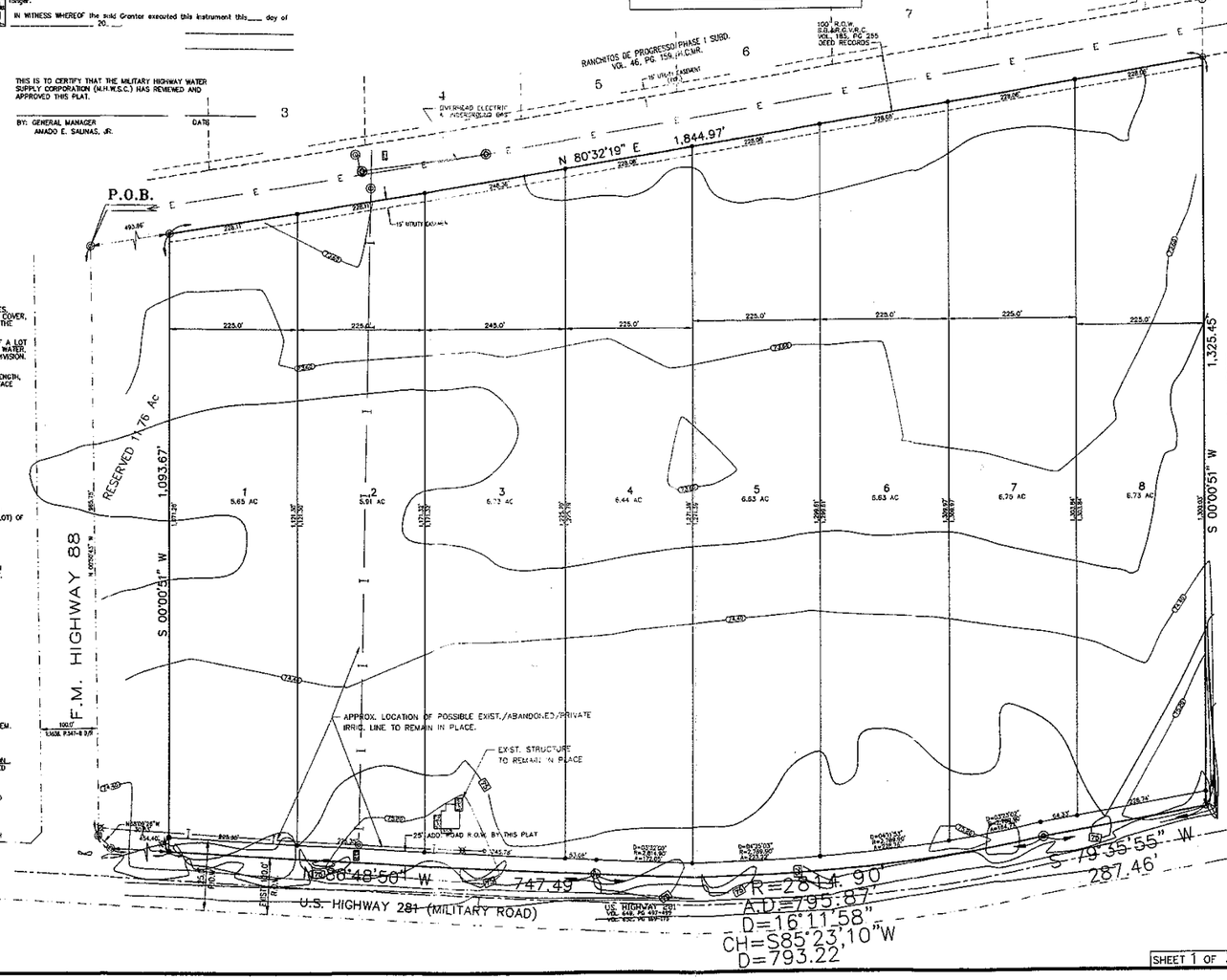
LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:
RANCHITOS COMMERCIAL SUBDIVISION IS LOCATED IN EAST HIDALGO COUNTY, PCT #1 ON THE NORTH SIDE OF U.S. HWY 281(MILITARY RD.), APPROX. 450' WEST OF F.M. HWY 88, PROGRESO (POPULATION -) IS THE NEARBY MUNICIPALITY. THE OFFICIAL MAP IN THE OFFICES OF THE SECRETARY OF THE CITY OF PROGRESO AND HIDALGO COUNTY PLANNING DEPARTMENT. THIS SUBDIVISION LIES WITHIN PROGRESO'S 5 MILE EXTRATERRITORIAL JURISDICTION (ETJ). LOC 212.001.

PRINCIPAL CONTACTS:

	Name	Address	City & Zip	Phone	Fax
OWNER:	ANTHONY F. GRAY PRESIDENT OF DURANGO DEVELOPMENT INC.	1307 E. HACKBERRY AVE.	McALLEN 78501	(956) 630-4113	(956) 630-3811
ENGINEER:	KAMBIZ S. KHADEMI, P.E.	410 E. DOVE AVE.	McALLEN 78504	(956) 630-2125	(956) 630-2219
SURVEYOR:	J. MARIO GONZALEZ R.P.L.S.	8207 MATEO ESCOBAR	MONTE ALTO 78538	(956) 380-5152	(956) 380-5156

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

RANCHITOS COMMERCIAL SUBDIVISION IRREGULAR LOTS	
LOT	AREA (S.F.) AREA (Ac)
1	246,068 5.65
2	257,325 5.91
3	292,995 6.73
4	280,394 6.44
5	288,837 6.63
6	293,279 6.63
7	293,889 6.75
8	292,895 6.73



PLAT OF RANCHITOS COMMERCIAL SUBDIVISION

A 52.70 ACRE TRACT OF LAND OUT OF THE S.W. FORDYCE PASTURE, LLANO GRANDE GRANT, HIDALGO COUNTY, TEXAS, M.F.

BASIS OF BEARINGS: EAST R.O.W. OF F.M. 88

SCALE 1" = 100'

PREPARED BY: K K ENGINEERING CONSULTANT
DATE: AUGUST, 2009

LEGEND
○ SET 1/2" I. ROD
● FND I.R.

STATE OF TEXAS
COUNTY OF HIDALGO
OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION

I, ANTHONY F. GRAY, PRESIDENT OF DURANGO DEVELOPMENT, INC., A MARRIED PERSON, AS OWNER OF THE 6162 ACRES TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED RANCHITOS COMMERCIAL SUBDIVISION HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE OF STREETS, PARK, AND EASEMENTS SHOWN HEREIN.

I CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE §232.032 AND THAT:
(A) THE WATER QUALITY AND CONNECTIONS TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS;
(B) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET, OR WILL MEET, THE MINIMUM REQUIREMENTS OF STATE STANDARDS;
(C) ELECTRICAL CONNECTIONS PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS; AND
(D) GAS CONNECTIONS, IF AVAILABLE, PROVIDED TO THE THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS.

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

_____
OWNER: DURANGO DEVELOPMENT, INC.
ANTHONY F. GRAY, PRESIDENT
1307 HACKBERRY AVE.
McALLEN, TX 78501

STATE OF TEXAS
COUNTY OF HIDALGO
BEFORE ME, THE UNDERSIGNED AUTHORITY ON THIS DAY PERSONALLY APPEARED ANTHONY F. GRAY KNOWN TO ME TO BE THE PERSON (S) WHOSE NAME (S) IS (ARE) SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE (THEY) EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE____DAY OF____ 20 ____.

_____
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
MY COMMISSION EXPIRES

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 232.028(a)
WE THE UNDERSIGNED CERTIFY that this plat of the RANCHITOS COMMERCIAL SUBDIVISION was reviewed and approved by the Hidalgo County Commissioners Court on_____.

_____ _____
Hidalgo County Judge Date

ATTEST: _____ _____
Hidalgo County Clerk Date

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

HIDALGO COUNTY DRAINAGE DISTRICT No. 1

BY: _____

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
I THE UNDERSIGNED CERTIFY THAT THIS PLAT OF RANCHITOS COMMERCIAL SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY RIGHT OF WAY DEPARTMENT ON _____

_____ _____
HIDALGO COUNTY RIGHT OF WAY DIRECTOR DATE

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
I THE UNDERSIGNED CERTIFY THAT THIS PLAT OF RANCHITOS COMMERCIAL SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT ON _____

_____ _____
HIDALGO COUNTY ASSISTANT CHIEF INSPECTOR DATE

STATE OF TEXAS
COUNTY OF HIDALGO
I, KAMBIZ S. KHADEMI, A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT.

_____
KAMBIZ S. KHADEMI, P.E.
REG. PROFESSIONAL ENGINEER No. 57767
1-25-10

STATE OF TEXAS
KAMBIZ S. KHADEMI
57767
REGISTERED PROFESSIONAL ENGINEER

STATE OF TEXAS
COUNTY OF HIDALGO
I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE ABOVE PLAT AND DESCRIPTION OF THE RANCHITOS DE WESLACO PHASE 3 SUBDIVISION WAS PREPARED FROM A SURVEY OF THE PROPERTY MADE ON THE GROUND UNDER MY SUPERVISION.

_____ _____
JOSE MARIO GONZALEZ DATE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5571
RIO DELTA SURVEYING
8207 MATEO ESCOBAR
MONTE ALTO, TX 78538

STATE OF TEXAS
JOSE MARIO GONZALEZ
5571
REGISTERED PROFESSIONAL LAND SURVEYOR

SHEET 1 OF 3

PLANNING DEPARTMENT
County Of Hidalgo

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

TO: Judge Rene Ramirez
County Commissioner's Court

FROM: Raul E. Sesin, P.E., Planning Administrator

DATE: February 17, 2010

RE: **Dollar General Edinburg (Owassa) Subdivision– Pct. 4**
Preliminary Approval

Dollar General Edinburg (Owassa) Subdivision is a one (1) commercial lot subdivision located along the North side of Owassa Road approximately 670 feet East from Sugar Road.

The proposed Subdivision lies within the City of Edinburg E.T.J. and was approved by the Planning and Zoning and City Commission of said City.

The Drainage Report was submitted to, reviewed, and approved by the H.C.D.D. No. 1 Manager on January 08, 2010. The proposed subdivision lies within Zone "B" as per FEMA's FIRM.

The proposed subdivision plat will dedicate thirty (30) feet on Owassa Road of additional Road Right of Way in accordance with the Hidalgo County Thoroughfare Plan.

Sanitary Services will be provided by OSSF.

Water Services will be provided by the City of Edinburg. There is an existing twelve (12") inch waterline on Owassa Road that will serve as the primary source of water for the proposed development.

The Subdivision Plat has been reviewed and complies with the Hidalgo County Subdivision Rules, Texas Water Development Board Model Subdivision Rules and the Texas Local Government Code. Staff comments are attached for your review.

The Hidalgo County Advisory Board convened and recommended **Preliminary Approval** on **February 16, 2010** subject to staff comments, future recommendations by Planning and other departments and the approval from the City of Edinburg.

LOG OF ITEMS LACKING DURING SUBDIVISION REVIEW

Name of Subdivision: **Dollar General Edinburg (Owassa) 2nd Review** **Page** 1 of 1

Item Log	*DESCRIPTION OF ITEMS:* *Plat is subject to additional comments from Planning, Right of Way, Health and HCDD No. 1 prior to consideration for final approval.*	Date	Initials
		02-09-10	JRT
A	**1ST SHEET COMMENTS:** Please delete plat note #13 because it's being repeated on plat note 4.		
B	Please clarify plat note #12, and state that lot owner will have to connect to the sanitary sewer line whenever the city of Pharr or Edinburg extends the line along Owassa Road.		

SUBDIVISION PLAT OF
DOLLAR GENERAL EDINBURG (OWASSA) SUBDIVISION

BEING A RESUBDIVION OF
1.4954 ACRES OUT OF
LOT 71, KELLY-PHARR SUBDIVISION,
AS RECORDED IN
VOLUME 3, PAGES 133-134, H.C.D.R.
EDINBURG, HIDALGO COUNTY, TEXAS.

METES AND BOUNDS DESCRIPTION

A TRACT OF LAND CONTAINING 1.4954 ACRES (65,141 SQUARE FEET) SITUATED IN THE COUNTY OF HIDALGO, TEXAS, BEING PART OR PORTION OF LOT 71, KELLY-PHARR SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 3, PAGES 133-134, HIDALGO COUNTY DEED RECORDS, SAID 1.4954 ACRES (65,141 SQUARE FEET) ALSO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND PK NAIL WITH A NORTHING OF 16616046.686 AND AN EASTING OF 1086834.365 FOUND AT THE SOUTHWEST CORNER OF SAID LOT 71, WHICH SAID CORNER BEING THE INTERSECTION OF OWASSA ROAD AND SUGAR ROAD;

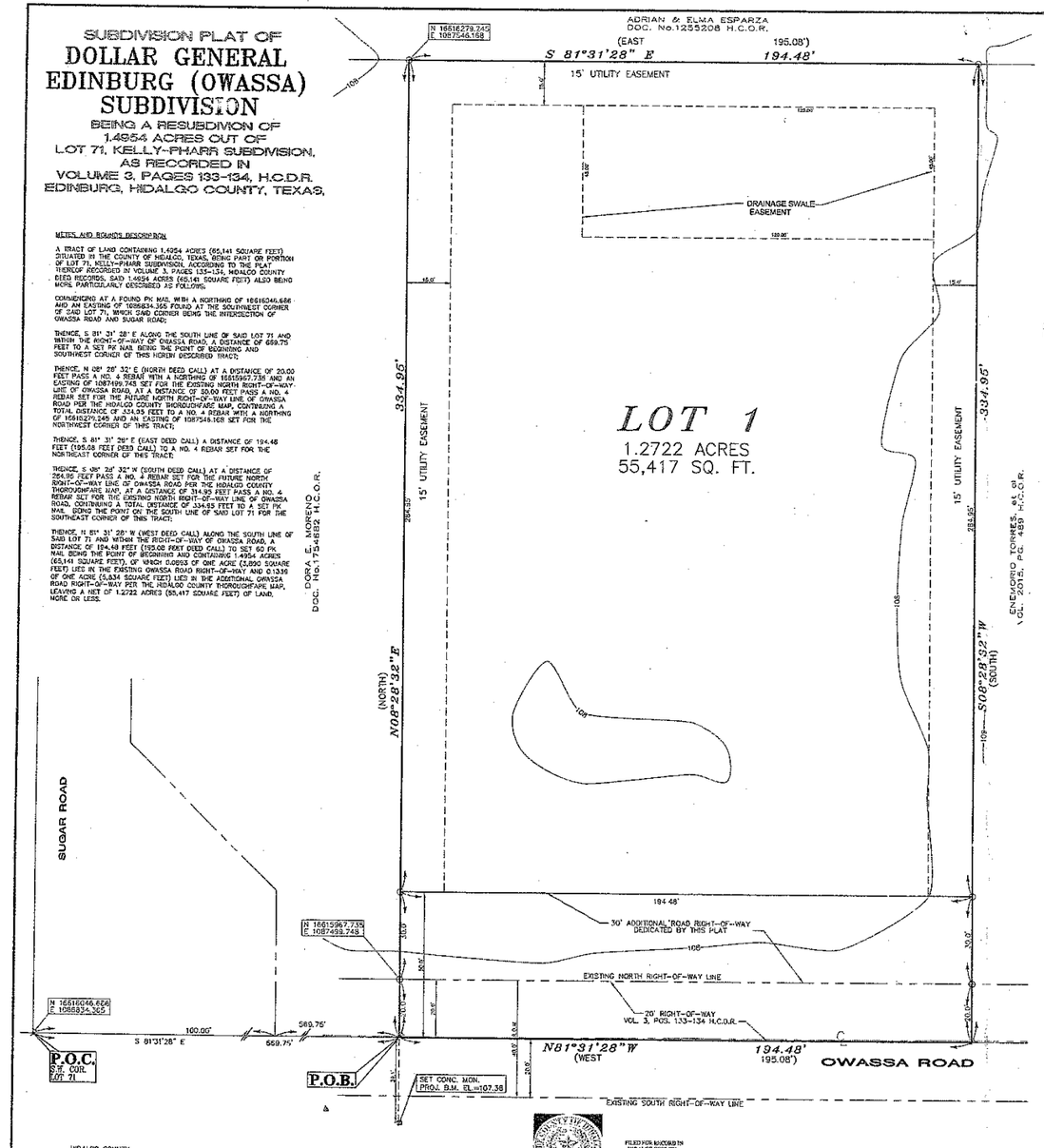
THENCE, S 81° 31' 28" E ALONG THE SOUTH LINE OF SAID LOT 71 AND WITHIN THE RIGHT-OF-WAY OF OWASSA ROAD, A DISTANCE OF 669.75 FEET TO A SET PK NAIL BEING THE POINT OF BEGINNING AND SOUTHWEST CORNER OF THIS HEREIN DESCRIBED TRACT;

THENCE, N 08° 28' 32" E (NORTH DEED CALL) AT A DISTANCE OF 20.00 FEET PASS A NO. 4 REBAR WITH A NORTHING OF 16615967.735 AND AN EASTING OF 1087498.748 SET FOR THE EXISTING NORTH RIGHT-OF-WAY LINE OF OWASSA ROAD, AT A DISTANCE OF 50.00 FEET PASS A NO. 4 REBAR SET FOR THE FUTURE NORTH RIGHT-OF-WAY LINE OF OWASSA ROAD PER THE HIDALGO COUNTY THOROUGHFARE MAP, CONTINUING A TOTAL DISTANCE OF 334.95 FEET TO A NO. 4 REBAR WITH A NORTHING OF 16616279.245 AND AN EASTING OF 1087545.168 SET FOR THE NORTHWEST CORNER OF THIS TRACT;

THENCE, S 81° 31' 28" E (EAST DEED CALL) A DISTANCE OF 194.48 FEET (195.08 FEET DEED CALL) TO A NO. 4 REBAR SET FOR THE NORTHEAST CORNER OF THIS TRACT;

THENCE, S 08° 28' 32" W (SOUTH DEED CALL) AT A DISTANCE OF 284.95 FEET PASS A NO. 4 REBAR SET FOR THE FUTURE NORTH RIGHT-OF-WAY LINE OF OWASSA ROAD PER THE HIDALGO COUNTY THOROUGHFARE MAP, AT A DISTANCE OF 314.95 FEET PASS A NO. 4 REBAR SET FOR THE EXISTING NORTH RIGHT-OF-WAY LINE OF OWASSA ROAD, CONTINUING A TOTAL DISTANCE OF 334.95 FEET TO A SET PK NAIL BEING THE POINT ON THE SOUTH LINE OF SAID LOT 71 FOR THE SOUTHEAST CORNER OF THIS TRACT;

THENCE, N 81° 31' 28" W (WEST DEED CALL) ALONG THE SOUTH LINE OF SAID LOT 71 AND WITHIN THE RIGHT-OF-WAY OF OWASSA ROAD, A DISTANCE OF 194.48 FEET (195.08 FEET DEED CALL) TO SET 60 PK NAIL BEING THE POINT OF BEGINNING AND CONTAINING 1.4954 ACRES (65,141 SQUARE FEET), OF WHICH 0.0293 OF ONE ACRE (1,290 SQUARE FEET) LIES IN THE EXISTING OWASSA ROAD RIGHT-OF-WAY AND 0.1336 OF ONE ACRE (5,834 SQUARE FEET) LIES IN THE ADDITIONAL OWASSA ROAD RIGHT-OF-WAY PER THE HIDALGO COUNTY THOROUGHFARE MAP, LEAVING A NET OF 1.2722 ACRES (55,417 SQUARE FEET) OF LAND, MORE OR LESS.



HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

I, THE UNDERSIGNED CERTIFY THAT THIS PLAT OF DOLLAR GENERAL EDINBURG (OWASSA) SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY RIGHT-OF-WAY DEPARTMENT

ON _____

HIDALGO COUNTY RIGHT OF WAY DIRECTOR _____ DATE

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

I, THE UNDERSIGNED CERTIFY THAT THIS PLAT OF DOLLAR GENERAL EDINBURG (OWASS) SUBDIVISION WAS REVIEWED AND APPROVED BY THIS HIDALGO COUNTY HEALTH DEPARTMENT

ON _____

HIDALGO COUNTY ASSISTANT CHIEF INSPECTOR _____ DATE

FILED FOR RECORD IN HIDALGO COUNTY
ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK
ON: _____ AT _____ AM/PM
DOCUMENT NUMBER _____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS
BY: _____ DEPUTY

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
IRRIGATION DISTRICT NO. 2

THIS PLAT IS HEREBY APPROVED BY THE HIDALGO COUNTY IRRIGATION DISTRICT No. 2 ON THIS, THE 1st DAY OF FEBRUARY, 20 10.

NO IMPROVEMENTS OF ANY KIND (INCLUDING WITHOUT LIMITATION, TREES, FENCES AND BUILDINGS) SHALL BE PLACED UPON HIDALGO COUNTY IRRIGATION DISTRICT No. 2 RIGHTS OF WAY OR EASEMENTS.

ATTEST: _____ PRESIDENT _____ SECRETARY

HIDALGO COUNTY IRRIGATION DISTRICT NO. 2

FOR IRRIGATION PURPOSES ONLY:	DATE:
DRAWN BY: D. DE JESUS	DATE: 01/13/10
SURVEYED, CHECKED BY: FRED L. KURTH	DATE: 2-5-10
FINAL CHECK: _____	DATE: 2-5-10

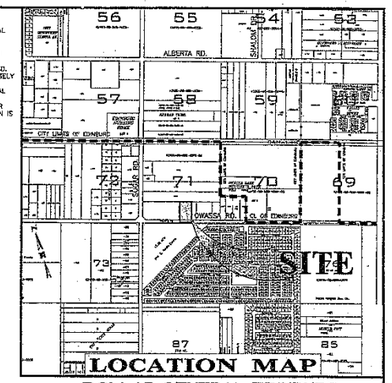
INDEX TO SHEETS OF DOLLAR GENERAL EDINBURG (OWASSA) SUBDIVISION

SHEET 1: HEADING; INDEX; LOCATION MAP AND ETJ; PRINCIPAL CONTACTS; MAP; LOT, STREETS, AND EASEMENT LAYOUT; DESCRIPTION (METES AND BOUNDS); H.C.I.D.#1 CERTIFICATION; HIDALGO COUNTY RIGHT-OF-WAY DIRECTOR, ASSISTANT CHIEF INSPECTOR CERTIFICATE; HIDALGO COUNTY IRRIGATION DISTRICT No. 2 CERTIFICATION; HIDALGO COUNTY CERTIFICATION; SURVEYOR'S & ENGINEER'S CERTIFICATION; PLAT NOTES AND RESTRICTIONS; OWNER'S DEDICATION, CERTIFICATION, ATTESTATION; CITY APPROVAL CERTIFICATES; COUNTY CLERK'S RECORDING CERTIFICATE; REVISION NOTES.

SHEET 2: MAP OF TOPOGRAPHY AND DRAINAGE. MAP OF WATER AND SANITARY SEWER / GSSF; DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND DRAINAGE SWALES, AND ENGINEERING CERTIFICATION; REVISION NOTES.

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

DOLLAR GENERAL EDINBURG (OWASSA) SUBDIVISION IS LOCATED IN HIDALGO COUNTY ON THE NORTH SIDE OF OWASSA ROAD APPROXIMATELY 5170' EAST OF ITS INTERSECTION WITH SUGAR ROAD. THE NEAREST MUNICIPALITY IS THE CITY OF EDINBURG APPROXIMATELY 1,000 LF DUE NORTH. ACCORDING TO THE OFFICIAL MAP IN THE OFFICE OF PLANNING FOR THE CITY OF EDINBURG, DOLLAR GENERAL EDINBURG (OWASSA) SUBDIVISION IS OUTSIDE THE CITY LIMITS OF EDINBURG, TEXAS BUT INSIDE THE 2 MILE ETJ OF EDINBURG UNDER LOCAL GOVERNMENT CODE 42.021. CITY OF EDINBURG POPULATION IS 52,735 (2000 CENSUS) AND IS WITHIN PRECINCT NO. 4



LOCATION MAP

DOLLAR GENERAL EDINBURG (OWASSA) SUBDIVISION
SCALE: 1"=1000'

N
SCALE:1"=20'

BEARING BASIS AS PER GPS NAD 83 TEXAS SOUTH 4205 NOTE: RECORDED PLAT BEARINGS ARE SHOWN IN PARENTHESIS.

LEGEND
- FOUND No.4 REBAR
- FOUND No.5 REBAR
- CNC. PK NAIL
- SET No.4 REBAR W/PLASTIC CAP STAMPED MELDEN & HUNT
- SET CONC MON. W/B.M.
- SET. PK NAIL

STATE OF TEXAS
COUNTY OF HIDALGO

OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION

I, CARLOS VILLAREAL, AS OWNER OF THE 1.4954 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED DOLLAR GENERAL EDINBURG (OWASSA) SUBDIVISION, HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATED TO THE PUBLIC USE THE STREET PAVE, AND EASEMENTS SHOWN HEREON.
I CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE 232.027 AND THAT:
(A) THE WATER QUALITY AND CONNECTIONS TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS;
(B) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET, OR WILL MEET, THE MINIMUM THE MINIMUM REQUIREMENTS OF THE STATE STANDARDS;
(C) ELECTRICAL CONNECTIONS PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS;
(D) GAS CONNECTIONS, IF AVAILABLE, PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS.

C. V. M. 2/5/10
CARLOS VILLAREAL DATE
1311 W. OWASSA RD.
EDINBURG, TX. 78539-7054

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, ON THIS DAY PERSONALLY APPEARED CARLOS VILLAREAL
PROVED TO ME THROUGH MS TEXAS DEPARTMENT OF PUBLIC SAFETY DRIVERS LICENSE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, WHO, BEING BY ME FIRST DULY SWORN, DECLARED THAT THE STATEMENTS THEREIN ARE TRUE AND CORRECT AND ACKNOWLEDGED THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.
GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 5th DAY OF February, 20 10
Angie Flores
NOTARY PUBLIC, STATE OF _____
MY COMMISSION EXPIRES _____

STATE OF TEXAS
COUNTY OF HIDALGO

I, FRED L. KURTH A REGISTERED PROFESSIONAL LAND SURVEYOR IN TEXAS, HEREBY CERTIFY THAT THE ABOVE PLAT AND DESCRIPTION OF THE DOLLAR GENERAL EDINBURG (OWASSA) SUBDIVISION WAS PREPARED FROM A SURVEY OF THE PROPERTY MADE ON THE GROUND BY ME OR UNDER MY SUPERVISION DECEMBER 14, 2009

Fred L Kurth 2-5-10
FRED L. KURTH, RPLS # 4750 DATE
DATE SURVEYED DECEMBER 14, 2009
BOOK 5-447, PGS. 6-9

STATE OF TEXAS
FRED L. KURTH
4750
REGISTERED
PROFESSIONAL
LAND SURVEYOR

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, KELLEY A. HELLER-VELA, A LICENSED PROFESSIONAL ENGINEER, IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT AND IS A TRUE AND ACCURATE REPRESENTATION OF THE SUBDIVISION OF THE LANDS HEREIN DESCRIBED.

Kelley A. Heller-Vela 02-05-10
KELLEY A. HELLER-VELA PE # 97421 DATE
DATE PREPARED: DECEMBER 15, 2009
JOB No. (ENG.) 09100
JOB No. (SUR.) 09100.08
DATE PREPARED: 12/14/09
Brl. Fi. DE #2515
TBPE Fg#435

STATE OF TEXAS
KELLEY A. HELLER-VELA
97421
LICENSED
PROFESSIONAL
ENGINEER

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

HIDALGO COUNTY DRAINAGE DISTRICT NO.1
BY: _____
_____

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

WE THE UNDER SIGNED CERTIFY THAT THIS PLAT OF DOLLAR GENERAL EDINBURG (OWASSA) SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONERS COURT ON _____, _____

_____ DATE _____
HIDALGO COUNTY JUDGE

_____ DATE: _____
HIDALGO COUNTY CLERK

EASEMENTS FROM SCHEDULE B:
10.a.- STATUTORY RIGHTS, RULES, REGULATIONS, EASEMENTS AND LIENS IN FAVOR OF HIDALGO COUNTY IRRIGATION DISTRICT No. 2, PURSUANT TO APPLICABLE SECTIONS OF THE TEXAS WATER CODE. (BLANKET IN NATURE. NOT PLOTTABLE.)
12.a.- EASEMENTS AND RESERVATIONS AS SHOWN ACCORDING TO THE MAP OR PLAT RECORDED RECORDED IN VOLUME 3, PAGES 133-134, DEED RECORDS, HIDALGO COUNTY, TEXAS. (PLOTTED AND SHOWN HEREON)
12.c.- EASEMENT RESERVED IN DEED RECORDED IN VOLUME 19, PAGE 41, IN THE DEED RECORDS, HIDALGO COUNTY, TEXAS. (BLANKET IN NATURE, NOT PLOTTABLE)

GENERAL PLAT NOTES & RESTRICTIONS:

1. THIS PROPERTY IS LOCATED IN ZONE "B". ZONE "B" (AREAS BETWEEN LIMITS OF THE 100-YEAR FLOOD AND 500-YEAR; OR CERTAIN AREAS SUBJECT TO 100-YEAR FLOODING WITH AVERAGE DEPTHS LESS THAN ONE (1) FOOT OR WHERE THE CONTRIBUTING DRAINAGE AREA IS LESS THAN ONE SQUARE MILE OR AREAS PROTECTED BY LEVEES FROM THE BASE FLOOD. COMMUNITY PANEL NUMBER 480334 0425 C, DATED NOVEMBER 16, 1982.

2. MINIMUM FINISH FLOOR NOTE:
MINIMUM FINISH FLOOR ELEVATION SHALL BE 24" ABOVE EXIST. TOP OF CURB OR EXIST. RD. CL. OR 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER. ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION TO VERIFY PRE AND POST CONSTRUCTION FINISH FLOOR ELEVATIONS. ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.

3. IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO.1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 3.945 CUBIC-FEET, 0.091 ACRE-FEET OF STORM WATER RUNOFF. DRAINAGE RETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS: SEE SHEET NO.2 FOR STORM SEWER IMPROVEMENTS.

4. NO FILL OR PERMANENT STRUCTURES SHALL BE ALLOWED WITHIN ANY DRAINAGE SWALE EASEMENT. EACH DRAINAGE SWALE EASEMENT SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, PLANTINGS, AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATION OF THE DRAINAGE SWALE EASEMENT. THE LOT OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE SWALE.

5. NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT. EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, SHEDS, SHRUBS, TREES, AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18 INCHES MATURE HEIGHT, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.

6. MINIMUM BUILDING SETBACKS SHALL BE AS FOLLOWS:

FRONT (OWASSA)	50 FEET
REAR	15 FEET OR GREATER FOR EASEMENT
SIDE	15 FEET OR GREATER FOR EASEMENT

7. BENCH MARK: SET CONC. MONUMENT W/DISC - LOCATED 29.1' SOUTH AND 0' WEST FROM THE S.W. COR. OF PROPERTY. ELEVATION=107.38 * REFERENCED TO NGVD of 88

8. EACH PURCHASE CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING HOW AND WHEN WATER, ELECTRICITY, AND GAS SERVICES, IF APPLICABLE, WILL BE MADE AVAILABLE TO THE SUBDIVISION.

9. GENERAL NOTE FOR COMMERCIAL LOTS:
THIS SUBDIVISION SHALL BE FOR COMMERCIAL USE ONLY. THERE SHALL BE NO OTHER USE OTHER THAN COMMERCIAL. FURTHERMORE, THIS SUBDIVISION IS FOR NONRESIDENTIAL USE. THIS MUST BE STIPULATED ON ALL DEEDS, AND CONTRACT FOR DEEDS. APPLICATIONS FOR CONSTRUCTION APPROVED BY THE PLANNING DEPARTMENT, HEALTH DEPARTMENT AND FIRE MARSHALL ARE REQUIRED PRIOR TO OCCUPYING THE LOT.

10. ALL PUBLIC UTILITY EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.00 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES. BY SIGNING THIS PLAT, DEVELOPER AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS SHOWN COMPLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER OCCUPYING THE LOT.

11. AN OFF-STREET PARKING LOT SITE PLAN & DRAINAGE PLAN APPROVAL BY THE HIDALGO COUNTY PLANNING DEPARTMENT SHALL BE REQUIRED FOR COMMERCIAL, INDUSTRIAL & MULTIFAMILY USE AT THE TIME OF APPLICATION FOR CONSTRUCTION, PRIOR TO THE ISSUANCE OF A BUILDING AND/OF DEVELOPMENT PERMIT. NO WATER OF LIGHT CLEARANCES SHALL BE ISSUED UNTIL THE SITE PLAN, DRAINAGE PLAN AND SWSP PLAN ARE APPROVED AND PROPOSED IMPROVEMENTS ARE CONSTRUCTED IN ACCORDANCE WITH COUNTY AND STATE STANDARDS.

12. INTENTIONALLY LEFT BLANK

13. LOT OWNER WILL HAVE TO CONNECT TO THE SANITARY SEWER LINE WHENEVER THE CITY OF PHARR OR EDINBURG EXTENDS THE LINE ALONG OWASSA ROAD.

14. DRAINAGE SWALES, DRIVEWAY ENTRANCES AND SAFETY ENDS WILL BE CONSTRUCTED AT BUILDING PERMIT STAGE.

15. FENCED DEBRIS BUFFER MAY BE REQUIRED DURING THE PERMIT STAGE BY OWNER.

16. ONCE ANNEXED OR INCORPORATED TO THE CITY OF EDINBURG CITY LIMITS, SAID PROPERTY SHALL BE SUBJECT TO CITY OF EDINBURG'S REQUIREMENTS AND SPECIFICATION. SUCH REQUIREMENTS MAY INCLUDE, BUT ARE NOT LIMITED TO THE UNIFIED DEVELOPMENT CODE, SETBACK BUFFER-YARDS, FLOOR AREA RATIO, LANDSCAPING SURFACE RATIO, PARKING REQUIREMENTS, FIRE PROTECTION, BUILDING PERMIT REQUIREMENTS OR ANY OTHER REQUIREMENTS.

17. A FIVE (5) FOOT SIDEWALK WITH ADA RAMPS ARE REQUIRED ALONG OWASSA ROAD AT BUILDING PERMIT STAGE.

18. ALL CONSTRUCTION SHALL COMPLY WITH STORM WATER POLLUTION PREVENTION PLAN (SWSP) REQUIREMENTS.

19. ADDITIONAL FIRE HYDRANTS MAY REQUIRED AT BUILDING PERMIT STAGE FOR COMMERCIAL AREAS.

20. ALL COMMON ACCESS, DETENTION AREAS, PARKING AND LANDSCAPING AREAS WILL BE MAINTAINED BY THE LOT OWNERS.

STATE OF TEXAS
COUNTY OF HIDALGO

I, _____ DIRECTOR OF PLANNING AND ZONING DEPARTMENT OF CITY OF EDINBURG, TEXAS DO HEREBY CERTIFY THIS MINOR SUBDIVISION PLAT KNOWN AS DOLLAR GENERAL EDINBURG (OWASSA) SUBDIVISION CONFORMS TO ALL REQUIREMENTS OF THIS CITY WHEREIN MY APPROVAL IS REQUIRED AND HAS BEEN APPROVED FOR RECORDING ON THIS THE _____ 20_____ WITH THE COUNTY CLERK OF HIDALGO COUNTY, TEXAS.

MELDEN & HUNT INC.
CIVIL & LAND PLANNERS · ENGINEERS · SURVEYORS
115 W. McINTYRE
EDINBURG, TEXAS 78541
PH: (956) 381-0981
FAX: (956) 381-1839
FIRM REGISTRATION NO. 10167

PRINCIPAL CONTACTS	NAME	ADDRESS	CITY & ZIP	PHONE	FAX
OWNER:	CARLOS VILLAREAL	1311 W. OWASSA ROAD	EDINBURG, TX. 78539	(956) 457-4298	N/A
ENGINEER:	KELLEY-A. HELLER-VELA	115 W. McINTYRE	EDINBURG, TX. 78539	(956) 381-0981	(956) 381-1839
SURVEYOR:	FRED L. KURTH	115 W. McINTYRE	EDINBURG, TX. 78539	(956) 381-0981	(956) 381-1839

REVISION NOTES

NO.	SHEET	REVISION	DATE	APPROVED

SHEET 1 OF 2

PLANNING DEPARTMENT
County Of Hidalgo

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

TO: Judge Rene Ramirez
County Commissioner's Court

FROM: Raul E. Sesin, P.E., Planning Administrator

DATE: February 17, 2010

RE: **Goolie Meadows Phase 3 Subdivision – Pct. 1**
Preliminary Approval

Goolie Meadows Phase 3 Subdivision is a eighty (80) lot subdivision located on the North west corner of Goolie Road and Eldora Road intersection.

The proposed Subdivision lies within the City of Donna E.T.J. and was approved by the Planning and Zoning and City Commission of said City.

The Drainage Report was submitted to, reviewed, and approved by the H.C.D.D. No. 1 Manager on March 09, 2009. The proposed subdivision lies within Zone "C" as per FEMA's FIRM.

The proposed subdivision plat will dedicate twenty (20) feet on Eldora Road and twenty (20) feet on Goolie Road of additional Road Right of Way in accordance with the Hidalgo County Thoroughfare Plan.

Sanitary Services will be provided by OSSF. Soil Analysis were conducted by Jose Angel Gonzalez and approved by the Environmental Health Department.

Water Services will be provided by North Alamo Water Supply Corporation. There is an existing eight (8") inch waterline on Eldora Road that will serve as the primary source of water for the proposed development.

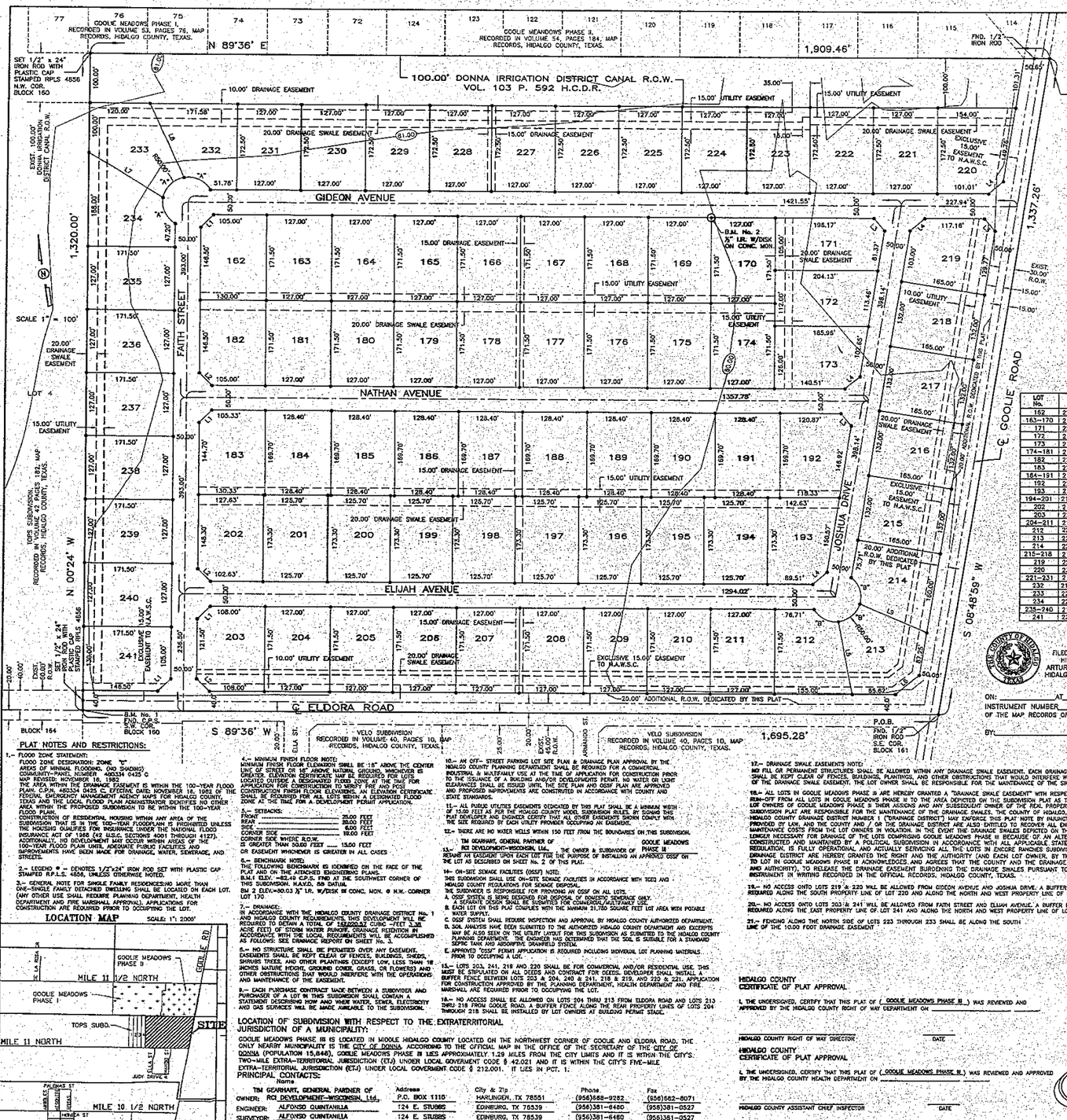
The Subdivision Plat has been reviewed and complies with the Hidalgo County Subdivision Rules, Texas Water Development Board Model Subdivision Rules and the Texas Local Government Code. Staff comments are attached for your review.

The Hidalgo County Advisory Board convened and recommended **Preliminary Approval** on **February 16, 2010** subject to staff comments, future recommendations by Planning and other departments and the approval from the City of Donna.

LOG OF ITEMS LACKING DURING SUBDIVISION REVIEW

Name of Subdivision: **Goolie Meadows Phase III 1st Review** **Page** 1 of 1

Item Log	*DESCRIPTION OF ITEMS:* *Plat is subject to additional comments from Planning, Right of Way, Health and HCDD No. 1 prior to consideration for final approval.*	Date	Initials
		02-09-10	JRT
A	**1ST SHEET COMMENTS:** As per our conversation with plat engineering, only 10 feet of drainage easement will be required to be dedicated to Donna Irrigation District by this plat.		
B	On plat notes 19 and 20, please specify if and only lots are use for commercial.		
C	**3RD SHEET COMMENTS:** Please provide dimension from the existing edge for the drain ditch canal to the proposed lot line. Refer to redline markups.		



CURVE DATA			
CURVE	DELTA	RADIUS	LENGTH
"A"	70°00'00"	50.00'	61.09'
"B"	66°55'49"	50.00'	58.41'

LINE DATA TABLE		
DATA	BEARING	LENGTH
L1	N 44°36'00" E	35.35'
L2	S 45°24'00" W	35.35'
L3	S 40°47'31" E	32.40'
L4	N 49°12'29" E	38.08'
L5	N 11°33'04" W	149.59'
L6	N 49°12'30" E	60.93'
L7	N 59°18'16" W	171.97'
L8	N 24°56'50" W	163.03'
L9	S 67°11'52" E	144.65'

LOT No.	AREA (S.F.)	AREA (AC.)
162	22,285.00	0.512
163–170	21,780.50	0.500
171	22,019.54	0.505
172	21,844.78	0.501
173	21,834.03	0.501
174–181	21,780.50	0.500
182	22,295.00	0.512
183	22,117.00	0.508
184–191	21,789.48	0.500
192	22,106.82	0.508
193	21,973.12	0.504
194–201	21,763.81	0.500
202	21,805.78	0.501
203	22,184.50	0.509
204–211	21,780.50	0.500
212	22,901.06	0.526
213	22,825.29	0.524
214	22,187.79	0.509
215–218	21,780.00	0.500
219	22,711.13	0.521
220	23,842.45	0.547
221–231	21,907.50	0.503
232	21,943.78	0.504
233	22,721.32	0.522
234	22,586.81	0.518
235–240	21,780.50	0.500
241	22,295.00	0.512

PLAT NOTES AND RESTRICTIONS:

1.– FLOOD ZONE STATEMENT:
FLOOD ZONE DESIGNATION: ZONE "C"
AREAS OF MINIMAL FLOODING. (AREAS OUTSIDE 500-YEAR FLOODPLAIN)
COMMUNITY PANEL NUMBER 480334 0425 C
MAP REVISED: NOVEMBER 16, 1982
THE AREA WITHIN THE DRAINAGE EASEMENT IS WITHIN THE 100-YEAR FLOOD PLAIN, C.P.N. 480334 0425 C, EFFECTIVE DATED NOVEMBER 16, 1982 OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY MAPS FOR HIDALGO COUNTY, TEXAS AND THE LOCAL FLOOD PLAIN ADMINISTRATOR IDENTIFIES NO OTHER AREAS WITHIN THE PROPOSED SUBDIVISION TO BE WITHIN THE 100-YEAR FLOOD PLAIN.
CONSTRUCTION OF RESIDENTIAL HOUSING WITHIN ANY AREA OF THE SUBDIVISION THAT IS IN THE 100-YEAR FLOODPLAIN IS PROHIBITED UNLESS THE HOUSING QUALIFIES FOR INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968 (42 U.S.C. SECTIONS 4001 THROUGH 4127). ADDITIONALLY, NO DEVELOPMENT MAY OCCUR WITHIN AREAS OF THE 100-YEAR FLOOD PLAIN LIMITS, ADEQUATE PUBLIC FACILITIES AND IMPROVEMENTS HAVE BEEN MADE FOR DRAINAGE, WATER, SEWERAGE, AND STREETS.

2.– LEGEND ● = DENOTES 1/2"x24" IRON ROD SET WITH PLASTIC CAP STAMPED R.P.L.S. 4856, UNLESS OTHERWISE NOTED.

3.– GENERAL NOTE FOR SINGLE FAMILY RESIDENCES:NO MORE THAN ONE–SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT. (ANY OTHER USE SHALL REQUIRE PLANNING DEPARTMENT, HEALTH DEPARTMENT AND FIRE MARSHALL APPROVAL). APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT.

4.– MINIMUM FINISH FLOOR NOTE:
MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE THE CENTER LINE OF STREET OR 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER. ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME FOR APPLICATION FOR CONSTRUCTION TO VERIFY FIRE AND POSSIBLE CONSTRUCTION FINISH FLOOR ELEVATIONS. AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.

5.– SETBACKS:

FRONT	20.00 FEET
REAR	10.00 FEET
SIDE	6.00 FEET
CORNER SIDE	20.00 FEET

CORNER SIDE WHERE R.O.W. IS GREATER THAN 50.00 FEET ——— 15.00 FEET
OR EASEMENT WHICHEVER IS GREATER IN ALL CASES

6.– BENCHMARK NOTE:
THE FOLLOWING BENCHMARK IS IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS.
BM-1 ELEV.=80.03 (U.S.G.S.) FND AT THE SOUTHWEST CORNER OF THIS SUBDIVISION. N.A.V.D. 88 DATUM.
BM 2 ELEV.=80.03 ½" I.R. W/DISK IN CONC. MON. @ N.W. CORNER LOT 170

7.– DRAINAGE;
IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT No. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 143,000.62 CUBIC –FEET 3.28 ACRE FEET OF STORM WATER RUNOFF. DRAINAGE RETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS: SEE DRAINAGE REPORT ON SHEET No. 3.

8.– NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT. EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, SHEDS, SHRUBS TREES, AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18 INCHES MATURE HEIGHT, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.

9.– EACH PURCHASE CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING HOW AND WHERE WATER, SEWER, ELECTRICITY AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.

10.– AN OFF– STREET PARKING LOT SITE PLAN & DRAINAGE PLAN APPROVAL BY THE HIDALGO COUNTY PLANNING DEPARTMENT SHALL BE REQUIRED FOR A COMMERCIAL, INDUSTRIAL & MULTIFAMILY USE AT THE TIME OF APPLICATION FOR CONSTRUCTION PRIOR TO THE ISSUANCE OF A BUILDING AND/OR DEVELOPMENTS PERMIT. NO WATER OR LIGHT CLEARANCES SHALL BE ISSUED UNTIL THE SITE PLAN AND GRDP PLAN ARE APPROVED AND PROPOSED IMPROVEMENTS ARE CONSTRUED IN ACCORDANCE WITH COUNTY AND STATE STANDARDS.

11.– ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.00 FEET AS FOR THE HIDALGO COUNTY SUBDIVISION RULES. IT SHALL BE SIGNED THIS PLAT DEVELOPER AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS SHOWN HEREON ARE THE SIZE REQUIRED BY EACH UTILITY PROVIDER OCCUPYING AN EASEMENT.

12.– THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES ON THIS SUBDIVISION.

13.– TIM GEARHART, GENERAL PARTNER OF RGI DEVELOPMENT–WISCONSIN, LLC., THE OWNER & SUBDIVIDER OF GOOLIE MEADOWS PHASE III HEREBY GRANTS AN EASEMENT UPON EACH LOT FOR THE PURPOSE OF INSTALLING AN APPROVED OSSF ON THE LOT AS DESCRIBED ON SHEET No. 2 OF THIS PLAT.

14.– ON–SITE SEWAGE FACILITIES (OSSF) NOTE:
THIS SUBDIVISION SHALL USE ON–SITE SEWAGE FACILITIES IN ACCORDANCE WITH TCEQ AND HIDALGO COUNTY REGULATIONS FOR SEWAGE DISPOSAL.
THE SUBDIVIDER IS RESPONSIBLE FOR PROVIDING AN OSSF ON ALL LOTS.
A. OSSF SYSTEM IS BEING DESIGNED FOR DISPOSAL OF DOMESTIC SEWERAGE ONLY.
A SEPARATE DESIGN SHALL BE SUBMITTED FOR COMMERCIAL/MULTIFAMILY USE.
B. EACH LOT ON THIS PLAT COMPLIES WITH THE MINIMUM 21,780 SQUARE FEET LOT AREA WITH POTABLE WATER SUPPLY.
C. OSSF SYSTEM SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORIZED DEPARTMENT.
D. SOIL ANALYSIS HAVE BEEN SUBMITTED TO THE AUTHORIZED HIDALGO COUNTY DEPARTMENT AND EXCERPTS MAY BE ALSO SEEN ON THE UTILITY PAGE FOR THIS SUBDIVISION AS SUBMITTED TO THE HIDALGO COUNTY PLANNING DEPARTMENT. THE ENGINEER HAS DETERMINED THAT THE SOIL IS SUITABLE FOR A STANDARD SEPTIC TANK AND ABSORPTION DRAINFIELD SYSTEM.
E. APPROVED "OSSF" PERMIT APPLICATION IS REQUIRED INCLUDING INDIVIDUAL LOT PLANNING MATERIALS PRIOR TO OCCUPYING A LOT.

15.– LOTS 203, 241, 218 AND 220 SHALL BE FOR COMMERCIAL AND/OR RESIDENTIAL USE. THIS MUST BE STIPULATED ON ALL DEEDS AND CONTRACT FOR DEEDS. DEVELOPER SHALL INSTALL A BUFFER FENCE BETWEEN LOTS 203 & 204, 240 & 241, 218 & 219, AND 220 & 221. APPLICATION FOR CONSTRUCTION APPROVED BY THE PLANNING DEPARTMENT, HEALTH DEPARTMENT AND FIRE MARSHALL ARE REQUIRED PRIOR TO OCCUPYING THE LOT.

16.– NO ACCESS SHALL BE ALLOWED ON LOTS 204 THRU 213 FROM ELDORA ROAD AND LOTS 213 THRU 218 FROM GOOLIE ROAD. A BUFFER FENCE ALONG THE REAR PROPERTY LINES OF LOTS 204 THROUGH 218 SHALL BE INSTALLED BY LOT OWNERS AT BUILDING PERMIT STAGE.

17.– DRAINAGE SWALE EASEMENTS NOTE:
NO FILL OR PERMANENT STRUCTURES SHALL BE ALLOWED WITHIN ANY DRAINAGE SWALE EASEMENT. EACH DRAINAGE SWALE EASEMENT SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, PLANTINGS AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATION OF THE DRAINAGE SWALE EASEMENT. THE LOT OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE SWALE.

18.– ALL LOTS IN GOOLIE MEADOWS PHASE III ARE HEREBY GRANTED A "DRAINAGE SWALE EASEMENT" WITH RESPECT TO SURFACE WATER RUN–OFF FROM ALL LOTS IN GOOLIE MEADOWS PHASE II TO THE AREA DEPICTED ON THE SUBDIVISION PLAT AS THE "DRAINAGE SWALE" AREAS. LOT OWNERS OF GOOLIE MEADOWS PHASE III THEIR ASSIGNS AND ANY SUBSEQUENT OWNER OF THE REAL PROPERTY DESIGNATED ON THE SUBDIVISION PLAT ARE RESPONSIBLE FOR THE MAINTENANCE OF THE DRAINAGE SWALES. THE COUNTY OF HIDALGO, TEXAS ("COUNTY"), AND THE HIDALGO COUNTY DRAINAGE DISTRICT NUMBER 1 ("DRAINAGE DISTRICT") MAY ENFORCE THIS PLAT NOTE BY INJUNCTION OR ANY OTHER REMEDY PROVIDED BY LAW, AND THE COUNTY AND / OR THE DRAINAGE DISTRICT ARE ALSO ENTITLED TO RECOVER ALL ENFORCEMENT COSTS AND / OR MAINTENANCE COSTS FROM THE LOT OWNERS IN VIOLATION. IN THE EVENT THE DRAINAGE SWALES DEPICTED ON THE SUBDIVISION PLAT ARE NO LONGER NECESSARY FOR DRAINAGE OF THE LOTS COMPRISING GOOLIE MEADOWS PHASE III BECAUSE OF AN ALTERNATE DRAINAGE SYSTEM, CONSTRUCTED AND MAINTAINED BY A POLITICAL SUBDIVISION IN ACCORDANCE WITH ALL APPLICABLE STATE AND LOCAL LAWS AND REGULATION, IS FULLY OPERATIONAL AND ACTUALLY SERVICING ALL THE LOTS IN ENCORE RANCHES SUBDIVISION, THE COUNTY AND DRAINAGE DISTRICT ARE HEREBY GRANTED THE RIGHT AND THE AUTHORITY (AND EACH LOT OWNER, BY THE ACCEPTANCE OF A DEED TO LOT IN GOOLIE MEADOWS PHASE III ACKNOWLEDGES AND AGREES THAT THE COUNTY AND THE DRAINAGE DISTRICT HAS THE RIGHT AND AUTHORITY), TO RELEASE THE DRAINAGE EASEMENT BURDENING THE DRAINAGE SWALES PURSUANT TO THIS PLAT NOTE, BY AND INSTRUMENT IN WRITING RECORDED IN THE OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

19.– NO ACCESS ONTO LOTS 219 & 220 WILL BE ALLOWED FROM GIDEON AVENUE AND JOSHUA DRIVE. A BUFFER FENCE WILL BE REQUIRED ALONG THE SOUTH PROPERTY LINE OF LOT 220 AND ALONG THE NORTH AND WEST PROPERTY LINE OF LOT 219.

20.– NO ACCESS ONTO LOTS 203 & 241 WILL BE ALLOWED FROM FAITH STREET AND ELIJAH AVENUE. A BUFFER FENCE WILL BE REQUIRED ALONG THE EAST PROPERTY LINE OF LOT 241 AND ALONG THE NORTH AND WEST PROPERTY LINE OF LOT 203.

21.– FENCING ALONG THE NORTH SIDE OF LOTS 233 THROUGH 235 SHALL BE ALONG THE SOUTH LINE OF THE 10.00 FOOT DRAINAGE EASEMENT

LOCATION MAP

SCALE: 1": 2000'

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

GOOLIE MEADOWS PHASE III IS LOCATED IN MIDDLE HIDALGO COUNTY LOCATED ON THE NORTHWEST CORNER OF GOOLIE AND ELDORA ROAD. THE ONLY NEARBY MUNICIPALITY IS THE CITY OF DONNA ACCORDING TO THE OFFICIAL MAP IN THE OFFICE OF THE SECRETARY OF THE CITY OF DONNA (POPULATION 15,846). GOOLIE MEADOWS PHASE III LIES APPROXIMATELY 1.29 MILES FROM THE CITY LIMITS AND IT IS WITHIN THE CITY'S TWO–MILE EXTRA–TERRITORIAL JURISDICTION (ETJ) UNDER LOCAL GOVERNMENT CODE § 42.021 AND IT IS WITHIN THE CITY'S FIVE–MILE EXTRA–TERRITORIAL JURISDICTION (ETJ) UNDER LOCAL GOVERNMENT CODE § 212.001. IT LIES IN PCT. 1.

PRINCIPAL CONTACTS:

Name	Address	City & Zip	Phone	Fax
OWNER: TIM GEARHART, GENERAL PARTNER OF RGI DEVELOPMENT–WISCONSIN, Ltd.	P.O. BOX 1110	HARLINGEN, TX 78551	(956)668–9252	(956)682–8071
ENGINEER: ALFONSO QUINTANILLA	124 E. STUBBS	EDINBURG, TX 78539	(956)381–6480	(956)381–0527
SURVEYOR: ALFONSO QUINTANILLA	124 E. STUBBS	EDINBURG, TX 78539	(956)381–6480	(956)381–0527

HIDALGO COUNTY CERTIFICATE OF PLAT APPROVAL

I, THE UNDERSIGNED, CERTIFY THAT THIS PLAT OF (GOOLIE MEADOWS PHASE III) WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY RIGHT OF WAY DEPARTMENT ON

HIDALGO COUNTY RIGHT OF WAY DIRECTOR ——— DATE

HIDALGO COUNTY CERTIFICATE OF PLAT APPROVAL

I, THE UNDERSIGNED, CERTIFY THAT THIS PLAT OF (GOOLIE MEADOWS PHASE III) WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT ON ———

HIDALGO COUNTY ASSISTANT CHIEF INSPECTOR ——— DATE

SUBDIVISION PLAT OF:

GOOLIE MEADOWS PHASE III

A 54.62 ACRE TRACT OF LAND BEING ALL OF BLOCKS 160 AND 161, HILL–HALBERT TRACT OUT OF THE EL GATO AND LA BLANCA GRANTS, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGE 35, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1661924, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

METES AND BOUNDS

A 54.62 ACRE TRACT OF LAND BEING ALL OF BLOCKS 160 AND 161, HILL–HALBERT TRACT OUT OF THE EL GATO AND LA BLANCA GRANTS, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGE 35, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1661924, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, REFERENCE TO WHICH IS HERE MADE FOR ALL PURPOSES AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2" IRON ROD FOUND FOR THE SOUTHEAST CORNER OF BLOCK 161 AND THE SOUTHEAST CORNER OF THIS TRACT.

THENCE: S 89°36'W, ALONG THE SOUTH LINE OF BLOCKS 160 AND 161, AND THE CENTERLINE OF ELDORA ROAD, A DISTANCE OF 1,695.28 FEET TO A COTTON PICKER SPINDLE FOUND FOR THE SOUTHWEST CORNER OF BLOCK 160, THE SOUTHEAST CORNER OF BLOCK 159, AND THE SOUTHWEST CORNER OF THIS TRACT.

THENCE: N 00°24'W, ALONG THE WEST LINE OF BLOCK 160, PASSING A ½" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET AT 20.00 FEET FOR THE NORTH RIGHT OF WAY LINE OF ELDORA ROAD, PASSING A ½" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET AT 1,220.00 FEET FOR THE SOUTH RIGHT OF WAY LINE OF A 100.00 FOOT DONNA IRRIGATION DISTRICT CANAL RIGHT OF WAY, A TOTAL DISTANCE OF 1,320.00 FEET TO A ½" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET ON THE NORTH LINE OF SAID 100.00' DONNA IRRIGATION DISTRICT CANAL RIGHT OF WAY FOR THE SOUTHWEST CORNER OF BLOCK 145, THE SOUTHEAST CORNER OF BLOCK 145, THE NORTHEAST CORNER OF BLOCK 159., THE NORTHWEST CORNER OF BLOCK 160, AND THE NORTHWEST CORNER OF THIS TRACT.

THENCE: N 89°36'E, ALONG THE NORTH LINE OF BLOCKS 160 AND 161, PASSING A 1/2" IRON ROD WITH PLASTIC CAP STAMPED RPLS 4856 FOUND AT 1,879.08 FEET FOR THE WEST RIGHT OF WAY LINE OF GOOLIE ROAD, A TOTAL DISTANCE OF 1,909.46 FEET TO A 1/2" IRON ROD WITH PLASTIC CAP STAMPED RPLS 4856 FOUND ON THE EAST RIGHT OF WAY LINE OF GOOLIE ROAD FOR THE NORTHEAST CORNER OF BLOCK 161 AND THE NORTHEAST CORNER OF THIS TRACT.

THENCE: S 00°48'59"W, ALONG THE EAST LINE OF BLOCK 161 AND THE EAST RIGHT OF WAY LINE OF GOOLIE ROAD, A DISTANCE OF 1,337.26 FEET TO THE POINT OF BEGINNING AND CONTAINING 54.62 ACRES OF LAND MORE OR LESS.

BEARINGS ARE IN ACCORDANCE WITH GOOLIE MEADOWS PHASE II, RECORDED IN VOLUME 54, PAGE 184–186, MAP RECORDS, HIDALGO COUNTY, TEXAS.

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE PROPER ENGINEERING CONSIDERATIONS HAVE BEEN GIVEN TO THIS PLAT.

ALFONSO QUINTANILLA 95044 LICENSED PROFESSIONAL ENGINEER

ALFONSO QUINTANILLA — 1-26-10
P.E. No. 95044 — DATE

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT, AND WAS MADE AND PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY DONE ON THE GROUND UNDER MY SUPERVISION.

ALFONSO QUINTANILLA 4856 REGISTERED PROFESSIONAL LAND SURVEYOR

ALFONSO QUINTANILLA — 2-18-09
R.P.L.S. No. 4856 — DATE

THIS PLAT APPROVED BY DONNA IRRIGATION DISTRICT ON THIS____ DAY OF _____, 20____

SECRETARY ——— PRESIDENT

RIGHT OF WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, owners of the property shown on this plat, their successors, assigns, and transferees (hereinafter called "Grantor"whether one or more persons are names), in consideration of one dollar ($1.00) and other good and valuable consideration paid by North Alamo Water Supply Corporation, (hereinafter called "Grantee"), the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, and convey to said Grantee, its successors, and assigns, an exclusive perpetual easement with the right to erect, construct, install and thereafter use, operate, inspect, repair maintain, replace, and remove water distribution lines and appurtenances over and across the lands shown on this plat, together with the right of ingress and egress over Grantor's adjacent lands of the purpose for which the above mentioned rights are granted. The easement hereby granted shall not exceed 15' in width, and Grantee is hereby authorized to designate the course of the easement herein conveyed except that when the pipeline(s) is installed, the easement herein granted shall be limited to a strip of land 15' in width, the center line thereof being the pipeline installed.

In the event the easement hereby granted abuts on a public road and the city, county or state hereafter widens or relocates the public road so as to require the relocation of the water line as installed, Grantor further grants to Grantee an additional easement over and across the land shown on this plat for the purpose of laterally relocating said water line as may be necessary to widen the road improvements, which easement hereby granted shall be limited to a strip of land 15' in width, the center line thereof being the pipeline as relocated.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantor by reason of the installation, maintenance, repair, replacement and relocation of the structures referred to herein. Thus agreement together with other provisions of this grant shall constitute an easement for the benefit of the Grantee, its successors, and assigns. The Grantor covenants that it is the owner of the above–described lands and that said lands are free and clear of all encumbrances and liens except the following: ———

The easement conveyed herein was obtained or improved through Federal financial assistance. This easement is subject to the provisions of Title VI of the Civil Rights Act of 1964 and the regulations issued pursuant thereto for so long as the easement continues to be used for the same or similar purpose for which financial assistance was extended or for so long as the Grantee owns it, whichever is longer.

IN WITNESS WHEREOF the said Grantor executed this instrument this____ day of _____, 20____

RGI DEVELOPMENT–WISCONSIN, LTD., — DATE
BY GENERAL PARTNER:
TIM GEARHART
P.O. BOX 1110
HARLINGEN, TEXAS 78551

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, the undersigned notary public, on this day personally appeared TIM GEARHART, GENERAL PARTNER OF RGI DEVELOPMENT–WISCONSIN, Ltd., proved to me through his Texas Department of Public Safety Driver License to be the person whose name is subscribed to the foregoing instrument, who, being by me first duly sworn, declared that the statements therein are true and correct and acknowledged that he executed the same for the purposed and consideration therein expressed.

Given under my hand and seal of office this _____ day of _____, 20____

LILIA A. QUINTANILLA Notary Public, State of Texas My Commission Expires July 23, 2013

LILIA A. QUINTANILLA–Notary Public

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

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

BY: _____ DEPUTY

HIDALGO COUNTY CERTIFICATE OF PLAT APPROVAL UNDER LOCAL GOVERNMENT CODE § 252.028(a)

WE THE UNDERSIGNED CERTIFY that this plat of the GOOLIE MEADOWS PHASE III was reviewed and approved by the Hidalgo County Commissioners Court on_____

HIDALGO COUNTY JUDGE ——— Date
ATTEST: HIDALGO COUNTY CLERK ——— Date

INDEX OF SHEETS

SHEET 1.– HEADING DESCRIPTION AND LAND AND ESA PRINCIPAL CONTACTS' MAP, LOT, STREETS, AND EASEMENT LAYOUT: DESCRIPTION (METES AND BOUNDS); SURVEYOR'S CERTIFICATION: PLAT NOTES AND RESTRICTIONS; OWNER'S DEDICATION, ENGINEER'S CERTIFICATION, ATTESTATION: HIDALGO COUNTY JUDGE CERTIFICATION: COUNTY CLERK'S RECORDING CERTIFICATE: DONNA IRRIGATION DISTRICT AND H.C.D.D. #1 CERTIFICATION & REVISION NOTES.

SHEET 2.– ENGINEERING REPORT, INCLUDING DESCRIPTION OF WATER AND WASTE WATER/OSSF AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH VERSION) WATER & OSSF DISTRIBUTION LAYOUT, SUBDIVIDER CERTIFICATE AND STATEMENT: REVISION NOTES:

SHEET 3.– DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE, MAP OF TOPOGRAPHY OF DRAINAGE, AND ENGINEERING CERTIFICATION: CONSTRUCTION DETAILS REVISION NOTES.

I, THE UNDERSIGNED, CHAIRMAN OF THE PLANNING AND ZONING COMMISSION OF THE CITY OF DONNA, TEXAS, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THIS CITY WHEREIN MY APPROVAL IS REQUIRED.

CHAIRMAN PLANNING COMMISSION ——— DATE

I, THE UNDERSIGNED, CITY COUNCIL OF DONNA, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THIS CITY WHEREIN MY APPROVAL IS REQUIRED.

MAYOR ——— CITY SECRETARY

DATE ——— DATE

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

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

BY: ———

REVISION NOTES

No.	Sheet	REVISION	Date	Approved

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
CONSULTING ENGINEERS — LAND SURVEYORS
124 E. STUBBS ST. — PHONE 956–381–6480
EDINBURG, TEXAS 78539 — FAX 956–381–0527
REGISTRATION NUMBER F–1513

SHEET NO. 1 OF 3 SHEETS

FILENAME = F:\DATA\GUIDO\MDOCS_CDS\GOOLIE MEADOWS 3\–PLAT

DATE PREPARED	PREPARED BY	CHECKED BY	APPROVED BY
FEB. 18, 2009	M. GONZALEZ		
DATE REVISED	REVISED BY	CHECKED BY	APPROVED BY

PLANNING DEPARTMENT
County Of Hidalgo

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

TO: Judge Rene Ramirez
County Commissioner's Court

FROM: Raul E. Sesin, P.E., Planning Administrator

DATE: February 17, 2010

RE: **La Paloma Estates Unit 1 Subdivision – Pct. 1**
Preliminary Approval

La Paloma Estates Unit 1 Subdivision is a twenty (20) lot subdivision located on the Northeast corner of Mile 12 ½ North Road and Mile 2 West Road.

The proposed Subdivision lies within the City of Weslaco E.T.J. and was approved by the Planning and Zoning and City Commission of said City.

The Drainage Report was submitted to, reviewed, and approved by the H.C.D.D. No. 1 Manager on December 08, 2009. The proposed subdivision lies within Zone "AE" as per FEMA's FIRM.

The proposed subdivision plat will dedicate thirty five (35) feet on Mile 12 ½ North Road and ten (10) feet on Mile 2 West Road of additional Road Right of Way in accordance with the Hidalgo County Thoroughfare Plan.

Sanitary Services will be provided by OSSF. Soil Analysis were conducted by Jose Angel Gonzalez and approved by the Environmental Health Department.

Water Services will be provided by North Alamo Water Supply Corporation. There is an existing eight (8") inch waterline on Mile 12 ½ North Road that will serve as the primary source of water for the proposed development.

The Subdivision Plat has been reviewed and complies with the Hidalgo County Subdivision Rules, Texas Water Development Board Model Subdivision Rules and the Texas Local Government Code. Staff comments are attached for your review.

The Hidalgo County Advisory Board convened and recommended **Preliminary Approval** on **February 16, 2010** subject to staff comments, future recommendations by Planning and other departments and the approval from the City of Weslaco.

LOG OF ITEMS LACKING DURING SUBDIVISION REVIEW

Name of Subdivision: **La Paloma Estates Unite I 3rd Review** **Page** 1 of 1

Item Log	*DESCRIPTION OF ITEMS:* *Plat is subject to additional comments from Planning, Right of Way, Health and HCDD No. 1 prior to consideration for final approval.*	Date	Initials
		02-09-10	JRT
A	**1ST SHEET COMMENTS:** The proposed 15' NAWSC exclusive easement cannot be overlapping with the existing 30' irrigation easement.		
B	**3RD SHEET COMMENTS:** Provide topography contours.		
C	Provide a 50'x50 pad site for each lot not meeting the minimum base flood elevation.		

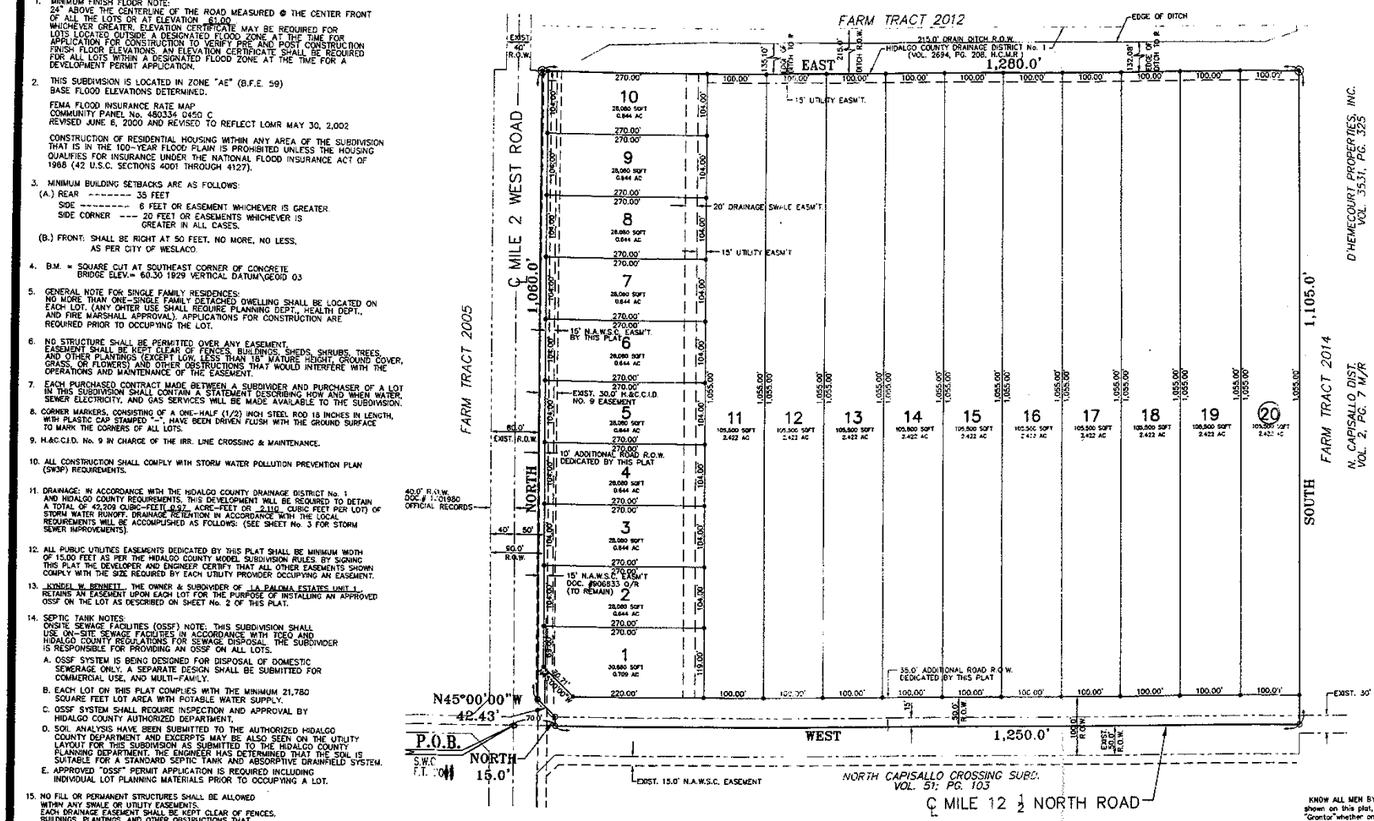
PLAT OF LA PALOMA ESTATES UNIT 1 SUBDIVISION

BEING A 32.45 ACRE TRACT OF LAND SITUATED IN HIDALGO COUNTY, TEXAS AND BEING OUT OF FARM TRACT 2011, NORTH CAPISALLO DISTRICT RECORDED IN VOLUME 2, PAGE 7 OF THE HIDALGO COUNTY MAP RECORDS.

PREPARED BY: K K ENGINEERING CONSULTANT
DATE: NOVEMBER, 2009

GENERAL PLAT NOTES:

1. MINIMUM FINISH FLOOR NOTE:
24" ABOVE THE CENTERLINE OF THE ROAD MEASURED @ THE CENTER FRONT OF ALL THE LOTS OR AT ELEVATION $100, WHICHEVER GREATER. ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME FOR APPLICATION FOR CONSTRUCTION TO VERIFY PRE AND POST CONSTRUCTION FINISH FLOOR ELEVATIONS. AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.
2. THIS SUBDIVISION IS LOCATED IN ZONE "AE" (B.F.E. 59)
BASE FLOOD ELEVATIONS DETERMINED.
FEMA FLOOD INSURANCE RATE MAP
COMMUNITY PANEL No. 480334 0450 C
REVISED JUNE 6, 2000 AND REVISED TO REFLECT LOMR MAY 30, 2002
CONSTRUCTION OF RESIDENTIAL HOUSING WITHIN ANY AREA OF THE SUBDIVISION THAT IS IN THE 100-YEAR FLOOD PLAIN IS PROHIBITED UNLESS THE HOUSING QUALIFIES FOR INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968 (42 U.S.C. SECTIONS 4001 THROUGH 4127).
3. MINIMUM BUILDING SETBACKS ARE AS FOLLOWS:
(A.) REAR -------- 35 FEET
SIDE ---------- 6 FEET OR EASEMENT WHICHEVER IS GREATER.
SIDE CORNER --- 20 FEET OR EASEMENTS WHICHEVER IS GREATER IN ALL CASES.
(B.) FRONT: SHALL BE RIGHT AT 50 FEET. NO MORE, NO LESS, AS PER CITY OF WESLACO.
4. B.M. = SQUARE CUT AT SOUTHEAST CORNER OF CONCRETE BRIDGE ELEV.= 60.30 1929 VERTICAL DATUM\GEOID 03
5. GENERAL NOTE FOR SINGLE FAMILY RESIDENCES:
NO MORE THAN ONE-SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT. (ANY OTHER USE SHALL REQUIRE PLANNING DEPT., HEALTH DEPT., AND FIRE MARSHALL APPROVAL). APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT.
6. NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT.
EASEMENT SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, SHEDS, SHRUBS, TREES, AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18" MATURE HEIGHT, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.
7. EACH PURCHASED CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING HOW AND WHEN WATER, SEWER ELECTRICITY, AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.
8. CORNER MARKERS, CONSISTING OF A ONE-HALF (1/2) INCH STEEL ROD 18 INCHES IN LENGTH, WITH PLASTIC CAP STAMPED "-" HAVE BEEN DRIVEN FLUSH WITH THE GROUND SURFACE TO MARK THE CORNERS OF ALL LOTS.
9. H.&C.C.I.D. No. 9 IN CHARGE OF THE IRR. LINE CROSSING & MAINTENANCE.
10. ALL CONSTRUCTION SHALL COMPLY WITH STORM WATER POLLUTION PREVENTION PLAN (SW3P) REQUIREMENTS.
11. DRAINAGE: IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT No. 1 AND HIDALGO COUNTY REQUIREMENTS. THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 45.209 CUBIC-FEET (0.92 ACRE-FEET OR 2,196 CUBIC FEET PER LOT) OF STORM WATER RUNOFF. DRAINAGE RETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS: (SEE SHEET No. 3 FOR STORM SEWER IMPROVEMENTS).
12. ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE MINIMUM WIDTH OF 15.00 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES. BY SIGNING THIS PLAT THE DEVELOPER AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS SHOWN COMPLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER OCCUPYING AN EASEMENT.
13. KYNDEL W. BENNETT, THE OWNER & SUBDIVIDER OF LA PALOMA ESTATES UNIT 1, RETAINS AN EASEMENT UPON EACH LOT FOR THE PURPOSE OF INSTALLING AN APPROVED OSSF ON THE LOT AS DESCRIBED ON SHEET No. 2 OF THIS PLAT.
14. SEPTIC TANK NOTICE:
ONSITE SEWAGE FACILITIES (OSSF) NOTE: THIS SUBDIVISION SHALL USE ON-SITE SEWAGE FACILITIES IN ACCORDANCE WITH TCEQ AND HIDALGO COUNTY REGULATIONS FOR SEWAGE DISPOSAL. THE SUBDIVIDER IS RESPONSIBLE FOR PROVIDING AN OSSF ON ALL LOTS.
   A. OSSF SYSTEM IS BEING DESIGNED FOR DISPOSAL OF DOMESTIC SEWERAGE ONLY. A SEPARATE DESIGN SHALL BE SUBMITTED FOR COMMERCIAL USE, AND MULTI-FAMILY.
   B. EACH LOT ON THIS PLAT COMPLIES WITH THE MINIMUM 21,780 SQUARE FEET LOT AREA WITH POTABLE WATER SUPPLY.
   C. OSSF SYSTEM SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORIZED DEPARTMENT.
   D. SOIL ANALYSIS HAVE BEEN SUBMITTED TO THE AUTHORIZED HIDALGO COUNTY DEPARTMENT AND EXCERPTS MAY BE ALSO SEEN ON THE UTILITY LAYOUT FOR THIS SUBDIVISION AS SUBMITTED TO THE HIDALGO COUNTY PLANNING DEPARTMENT. THE ENGINEER HAS DETERMINED THAT THE SOIL IS SUITABLE FOR A STANDARD SEPTIC TANK AND ABSORPTIVE DRAINFIELD SYSTEM.
   E. APPROVED "OSSF" PERMIT APPLICATION IS REQUIRED INCLUDING INDIVIDUAL LOT PLANNING MATERIALS PRIOR TO OCCUPYING A LOT.
15. NO FILL OR PERMANENT STRUCTURES SHALL BE ALLOWED WITHIN ANY SWALE OR UTILITY EASEMENTS.
EACH DRAINAGE EASEMENT SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, PLANTINGS, AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATION AND MAINTENANCE OF THE DRAINAGE SWALES. LOT OWNER SHALL BE RESPONSIBLE FOR THE MAINTAINANCE OF DRAINAGE SWALE.
16. THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES OF THIS SUBDIVISION AT THE TIME OF THE SURVEY.
17. AN OFF-STREET PARKING LOT SITE PLAN & DRAINAGE PLAN APPROVED BY THE HIDALGO COUNTY PLANNING DEPARTMENT SHALL BE REQUIRED FOR COMMERCIAL INDUSTRIAL & MULTI-FAMILY USE AT THE TIME OF APPLICATION FOR CONSTRUCTION PRIOR TO THE ISSUANCE OF A BUILDING AND/OR PERMIT DEVELOPMENT PERMIT. NO WATER OR LIGHT CLEARANCES SHALL BE ISSUED UNTIL THE SITE PLAN, DRAINAGE PLAN AND OSSF PLAN ARE APPROVED AND PROPOSED IMPROVEMENTS ARE CONSTRUCTED IN ACCORDANCE WITH COUNTY AND STATE STANDARDS.
18. 5' SIDEWALK SHALL BE BUILT AT THE TIME OF BUILDING PERMIT, AS REQUIRED BY THE CITY OF WESLACO.
19. DEVELOPER TO PROVIDE STREET LIGHTING AT THE TIME OF DEVELOPMENT AS REQUIRED BY THE CITY OF WESLACO.
20. A 6' CHAIN-LINKED FENCE TO BE INSTALLED AT THE TIME OF DEVELOPMENT ALONG THE NORTH PROPERTY LINE, AS REQUIRED BY THE CITY OF WESLACO.



SCALE: 1"=100'

METES AND BOUNDS

A 32.45 acre tract of land out of Farm Tract 2011, North Capisallo District, Hidalgo County, Texas, as per map recorded in Volume 2, Page 7, Map Records of Hidalgo County, Texas, said 32.45 acre tract of land being more particularly described by metes and bounds as follows:

COMMENCING at a 1/2" pipe found at the Southwest corner of Farm Tract 2011, THENCE East, with the South line of said Farm Tract 2011, a distance of 78.00 feet to the Southwest corner of the tract of land and the POINT OF BEGINNING;

THENCE North, a distance of 15.00 feet to a 1/2" rod found at a right-of-way corner clip for a corner of this tract of land;

THENCE North 45°00'00" West, with said right-of-way corner clip a distance of 42.43 feet to a 1/2" rod found for a corner of the tract of land;

THENCE North, with the West right-of-way line of Mile 2 West (Doc.# 1201980 O.R.) a distance of 1060.00 feet to a 1/2" rod found for the Northwest corner of this tract of land;

THENCE East, with the South line of the Hidalgo County Drainage District No. 1 right-of-way recorded in volume 2694, Page 208 Official Records of Hidalgo County, Texas, a distance of 1280.00 feet to a 1/2" rod set at the East line of said Farm Tract 2011 for the Northeast corner of this tract of land;

THENCE South, at 1090.00 feet pass a 1/2" rod set at the North right-of-way line of Mile 12 ½ Road, at 1105.00 feet in all to a cotton-picker spindle found at the Southeast corner of said Farm Tract 2011 for the Southeast corner of this tract of land;

THENCE West, with the South line of said Farm Tract 2011, a distance of 1250.00 feet to the POINT OF BEGINNING, containing 32.45 acres of land more or less.

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, owners of the property shown on this plat, their successors, assigns, and transferees (hereinafter called "Grantor"whether one or more persons are named), in consideration of one dollar ($1.00) and other good and valuable consideration paid by North Alamo Water Supply Corporation, (hereinafter called "Grantee"), the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, and convey to said Grantee, its successors, and assigns, an exclusive perpetual easement with the right to erect, construct, install and and lay thereafter use, operate, inspect, repair maintain, replace, and remove water distribution lines and appurtenances over and across the lands shown on this plat, together with the right of ingress and egress over Grantor's adjacent lands for the purpose for which the above mentioned rights are granted. The easement hereby granted shall not exceed 15' in width, and Grantee is hereby authorized to designate the course of the easement herein conveyed except that when the pipeline(s) is installed, the easement herein granted shall be limited to a strip of land 15' in width, the center line thereof being the pipeline installed.

In the event the easement hereby granted abuts on a public road and the city, county or state hereafter widens or relocates the public road so as to require the relocation of this water line as installed, Grantor further grants to Grantee an additional easement over and across the land shown on this plat for the purpose of laterally relocating said water line as may be necessary to clear the road improvements, which easement hereby granted shall be limited to a strip of land 15' in width, the center line thereof being the pipeline as relocated.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantor by reason of the installation, maintenance, repair, replacement and relocation of the structures referred to herein. This agreement together with other provisions of the grant shall constitute an easement for the benefit of the Grantee, its successors, and assigns. The Grantor covenants that it is the owner of the above-described lands and that said lands are free and clear of all encumbrances and liens except the following:

The easement conveyed herein was obtained or improved through Federal financial assistance. This easement is subject to the provisions of Title VI of the Civil Rights Act of 1964 and the regulations issued pursuant thereto for so long as the easement continues to be used for the same or similar purpose for which financial assistance was extended or for so long as the Grantee owns it, whichever is longer.

IN WITNESS WHEREOF the said Grantor executed this instrument this____ day of _____ 20____

_____

STATE OF TEXAS
COUNTY OF HIDALGO
OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION

I, KYNDEL W. BENNETT, INDEPENDENT ADMINISTRATOR OF THE ESTATE OF KYLE BENNETT, DECEASED, A MARRIED PERSON, AS OWNER OF THE 32.45 ACRES TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED LA PALOMA ESTATES UNIT 1 SUBDIVISION HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE OF STREETS, PARK, AND EASEMENTS SHOWN HEREIN.

I CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE §232.032 AND THAT:

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

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

_____
OWNER: KYNDEL W. BENNETT
INDEPENDENT ADMINISTRATOR OF THE ESTATE OF KYLE BENNETT, DECEASED
P.O. BOX 365
LA ESTATES, TX 78558

STATE OF TEXAS
COUNTY OF HIDALGO
BEFORE ME, THE UNDERSIGNED AUTHORITY ON THIS DAY PERSONALLY APPEARED KYNDEL W. BENNETT KNOWN TO ME TO BE THE PERSON (S) WHOSE NAME (S) IS (ARE) SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE (THEY) EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE____DAY OF____ 20 _____

_____
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
MY COMMISSION EXPIRES

I, THE UNDERSIGNED, MAYOR OF THE CITY OF WESLACO, TEXAS HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THIS CITY WHEREIN MY APPROVAL IS REQUIRED.

ATTEST: _____ _____
SECRETARY MAYOR, CITY OF WESLACO, TEXAS.

THIS PLAT APPROVED BY HIDALGO & CAMERON COUNTY IRRIGATION DISTRICT No. 9 THIS _____ DAY OF _____, 20____. NO IMPROVEMENTS OF ANY KIND SHALL BE PLACED ON HIDALGO AND CAMERON COUNTY IRRIGATION DISTRICT NO. 9 RIGHT-OF-WAY OR EASEMENTS WITHOUT THE EXPRESSED WRITTEN PERMISSION OF THE GENERAL MANAGER.

_____
GENERAL MANAGER

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 232.028(a)
WE THE UNDERSIGNED CERTIFY that this plat of the LA PALOMA ESTATES UNIT 1 SUBDIVISION, was reviewed and approved by the Hidalgo County Commissioners Court on_____.

_____ _____
Hidalgo County Judge Date

ATTEST: _____ _____
Hidalgo County Clerk Date

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

HIDALGO COUNTY DRAINAGE DISTRICT No. 1
BY: _____
_____

STATE OF TEXAS
COUNTY OF HIDALGO
I, KAMBIZ S. KHADEMI, A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT.

KAMBIZ S. KHADEMI, P.E.
REG. PROFESSIONAL ENGINEER No. 57767
1-24-10

STATE OF TEXAS · KAMBIZ S. KHADEMI · 57767 · REGISTERED PROFESSIONAL ENGINEER

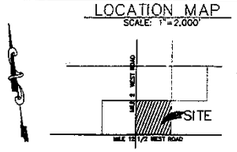
STATE OF TEXAS
COUNTY OF HIDALGO
I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE ABOVE PLAT AND DESCRIPTION OF THE LA PALOMA ESTATES UNIT 1 SUBDIVISION WAS PREPARED FROM A SURVEY OF THE PROPERTY MADE ON THE GROUND UNDER MY SUPERVISION.

_____ _____
DATE

JOSE MARIO GONZALEZ
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5571
RIO DELTA SURVEYING
8207 MATEO ESCOBAR
MONTE ALTO, TX 78538

STATE OF TEXAS · JOSE MARIO GONZALEZ III · 5571 · REGISTERED PROFESSIONAL LAND SURVEYOR

LOCATION MAP
SCALE: 1"=2,000'



K K Engineering Consultant
GENERAL PROFESSIONAL CIVIL ENGINEERING SERVICES
(FIRM REGISTRATION #-1334)
410 E. DOVE
P.O. BOX 3422 McALLEN, TEXAS 78502
(956) 630-2125 FAX (956) 630-2219

LA PALOMA ESTATES UNIT 1 IRREGULAR LOTS	
LOT	AREA (S.F.)
1	30,880

INDEX TO SHEETS OF LA PALOMA ESTATES UNIT 1 SUBDIVISION

SHEET 1	HEADING, INDEX, LOCATION MAP, AND ETC; PRINCIPAL CONTACTS; PLAT WITH LOT, STREETS, AND EASEMENT DESIGNATIONS; LEGAL DESCRIPTION (METES AND BOUNDS); SURVEYOR'S AND ENGINEER'S CERTIFICATION; PLAT NOTES AND RESTRICTIONS; OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION; CITY APPROVAL CERTIFICATE; COUNTY CLERK'S RECORDING CERTIFICATE; HIDALGO COUNTY CERTIFICATE OF PLAT APPROVAL; DESCRIPTION OF LOCATION OF SUBDIVISION WITH RESPECT TO THE ETJ OF A MUNICIPALITY AND DESCRIPTION OF THE PROJECT IS SITUATED; H.C.D.D. NO. 1 CERTIFICATION; IRRIGATION DISTRICT #9, HC ROW AND HCMD; REVISION NOTES.
SHEET 2	WATER DISTRIBUTION AND SANITARY SEWER MAP; TYPICAL WATER SERVICE CONNECTION; REVISION NOTES.
	ENGINEERING REPORT (ENGLISH AND SPANISH VERSION); INCLUDING DESCRIPTION OF WATER AND WASTE WATER AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH VERSION).
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HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
I THE UNDERSIGNED CERTIFY THAT THIS PLAT OF LA PALOMA ESTATES UNIT 1 SUBDIVISION WAS REVIEWED AND APROVED BY THE HIDALGO COUNTY RIGHT OF WAY DEPARTMENT
ON _____

_____ _____
HIDALGO COUNTY RIGHT OF WAY DIRECTOR DATE

HIDALGO COUNTY
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I THE UNDERSIGNED CERTIFY THAT THIS PLAT OF LA PALOMA ESTATES UNIT 1 SUBDIVISION WAS REVIEWED AND APROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT
ON _____

_____ _____
HIDALGO COUNTY ASSISTANT CHIEF INSPECTOR DATE

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

LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:
LA PALOMA ESTATES UNIT 1 IS LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF MILE 2 W. ROAD AND MILE 12 1/2 N. ROAD. THE ONLY NEARBY MUNICIPALITY IS HTE CITY OF WESLACO, ACCORDING TO THE OFFICIAL MAP IN THE OFFICES OF THE SECRETARY OF THE CITY OF WESLACO(POPULATION 31,081) AND HIDALGO COUNTY PLANNING DEPARTMENT. THIS SUBDIVISION LIES IN A 5 MILE EXTRATERRITORIAL JURISDICTION (ETJ) OF THE CITY OF WESLACO. LOCAL GOVERNMENT CODE 212.001 PRECINCT, No. 1.

PRINCIPAL CONTACTS:

	Name	Address	City & Zip	Phone	Fax
OWNER:	KYNDEL BENNETT INDEPENDENT ADMIN. OF THE ESTATE OF KYLE BENNETT, DECEASED	P.O. BOX 1549	LA ESTATES 78558	(956) 464-4431	(956) 464-2597
ENGINEER:	KAMBIZ S. KHADEMI, P.E.	410 E. DOVE AVE.	McALLEN 78504	(956) 630-2125	(956) 630-2219
SURVEYOR:	JOSE MARIO GONZALEZ, R.P.L.S.	8207 MATEO ESCOBAR	MONTE ALTO 78538	(956) 380-5154	(956) 380-5156

STATE OF TEXAS
COUNTY OF HIDALGO
THIS SUBDIVISION PLAT OF LA PALOMA ESTATES UNIT 1 SUBDIVISION HAS BEEN SUBMITTED TO AND CONSIDERED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF WESLACO, TEXAS AND IS HEREBY APPROVED BY SUCH COMMISSION.

DATED THIS _____ DAY OF _____, A. D._____

_____
CHAIRMAN

PLANNING DEPARTMENT
County Of Hidalgo

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

TO: Judge Rene Ramirez
County Commissioner's Court

FROM: Raul E. Sesin, P.E., Planning Administrator

DATE: February 17, 2010

RE: **La Paloma Estates Unit 2 Subdivision – Pct. 1**
Preliminary Approval

La Paloma Estates Unit 2 Subdivision is a twenty (20) lot subdivision located on the Northwest corner of Mile 12 ½ North Road and Mile 2 West Road.

The proposed Subdivision lies within the City of Weslaco E.T.J. and was approved by the Planning and Zoning and City Commission of said City.

The Drainage Report was submitted to, reviewed, and approved by the H.C.D.D. No. 1 Manager on December 08, 2009. The proposed subdivision lies within Zone "AE" as per FEMA's FIRM.

The proposed subdivision plat will dedicate thirty five (35) feet on Mile 12 ½ North Road and ten (10) feet on Mile 2 West Road of additional Road Right of Way in accordance with the Hidalgo County Thoroughfare Plan.

Sanitary Services will be provided by OSSF. Soil Analysis were conducted by Jose Angel Gonzalez and approved by the Environmental Health Department.

Water Services will be provided by North Alamo Water Supply Corporation. There is an existing eight (8") inch waterline on Mile 12 ½ North Road that will serve as the primary source of water for the proposed development.

The Subdivision Plat has been reviewed and complies with the Hidalgo County Subdivision Rules, Texas Water Development Board Model Subdivision Rules and the Texas Local Government Code. Staff comments are attached for your review.

The Hidalgo County Advisory Board convened and recommended **Preliminary Approval** on **February 16, 2010** subject to staff comments, future recommendations by Planning and other departments and the approval from the City of Weslaco.

LOG OF ITEMS LACKING DURING SUBDIVISION REVIEW

Name of Subdivision: **La Paloma Estates Unite II 3rd Review** **Page** 1 of 1

Item Log	*DESCRIPTION OF ITEMS:* *Plat is subject to additional comments from Planning, Right of Way, Health and HCDD No. 1 prior to consideration for final approval.*	Date	Initials
		02-09-10	JRT
A	**1ST SHEET COMMENTS:** Please verify with N.A.W.S.C if they will allow for their exclusive easement to be overlapping with another easement.		
B	**3RD SHEET COMMENTS:** Provide a 50'x50 pad site for each lot not meeting the minimum base flood elevation.		

PLAT OF LA PALOMA ESTATES UNIT 2 SUBDIVISION

BEING A 35.60 ACRE TRACT OF LAND SITUATED IN HIDALGO COUNTY, TEXAS AND BEING OUT OF FARM TRACT 2005, NORTH CAPISALLO DISTRICT RECORDED IN VOLUME 2, PAGE 7 OF THE HIDALGO COUNTY MAP RECORDS.

PREPARED BY: K K ENGINEERING CONSULTANT
DATE: NOVEMBER, 2009

GENERAL PLAT NOTES:

1. MINIMUM FINISH FLOOR NOTE:
24" ABOVE THE CENTERLINE OF THE ROAD MEASURED @ THE CENTER FRONT OF ALL THE LOTS OR AT ELEVATION 61.00, WHICHEVER GREATER. ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME FOR APPLICATION FOR CONSTRUCTION TO VERIFY PRE AND POST CONSTRUCTION FINISH FLOOR ELEVATIONS. AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.

2. THIS SUBDIVISION IS LOCATED IN ZONE "AE" (B.F.E. 59) BASE FLOOD ELEVATIONS DETERMINED.

FEMA FLOOD INSURANCE RATE MAP
COMMUNITY PANEL No. 480334 0450 C
REVISED JUNE 6, 2000 AND REVISED TO REFLECT LOMR MAY 30, 2002

CONSTRUCTION OF RESIDENTIAL HOUSING WITHIN ANY AREA OF THE SUBDIVISION THAT IS IN THE 100-YEAR FLOOD PLAIN IS PROHIBITED UNLESS THE HOUSING QUALIFIES FOR INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968 (42 U.S.C. SECTIONS 4001 THROUGH 4127).

3. MINIMUM BUILDING SETBACKS ARE AS FOLLOWS:
(A.) REAR ------- 35 FEET
SIDE --------- 6 FEET OR EASEMENT WHICHEVER IS GREATER.
SIDE CORNER --- 20 FEET OR EASEMENTS WHICHEVER IS GREATER IN ALL CASES.
(B.) FRONT: SHALL BE RIGHT AT 50 FEET, NO MORE, NO LESS, AS PER CITY OF WESLACO.

4. B.M. = SQUARE CUT AT SOUTHEAST CORNER OF CONCRETE BRIDGE ELEV.= 60.30 1929 VERTICAL DATUM\GEOID 03

5. GENERAL NOTE FOR SINGLE FAMILY RESIDENCES:
NO MORE THAN ONE-SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT. (ANY OTHER USE SHALL REQUIRE PLANNING DEPT., HEALTH DEPT., AND FIRE MARSHALL APPROVAL). APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT.

6. NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT. EASEMENT SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, SHEDS, SHRUBS, TREES, AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18" MATURE HEIGHT, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.

7. EACH PURCHASED CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING HOW AND WHEN WATER, SEWER ELECTRICITY, AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.

8. CORNER MARKERS, CONSISTING OF A ONE-HALF (1/2) INCH STEEL ROD 18 INCHES IN LENGTH, WITH PLASTIC CAP STAMPED "-", HAVE BEEN DRIVEN FLUSH WITH THE GROUND SURFACE TO MARK THE CORNERS OF ALL LOTS.

9. H.&C.C.I.D. No. 9 IN CHARGE OF THE IRR. LINE CROSSING & MAINTENANCE.

10. ALL CONSTRUCTION SHALL COMPLY WITH STORM WATER POLLUTION PREVENTION PLAN (SW3P) REQUIREMENTS.

11. DRAINAGE: IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT No. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO RETAIN A TOTAL OF 42,058 CUBIC-FEET OR 2,103 CUBIC FEET PER LOT) OF STORM WATER RUNOFF. DRAINAGE RETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS: (SEE SHEET No. 3 FOR STORM SEWER IMPROVEMENTS).

12. ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE MINIMUM WIDTH OF 15.00 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES. BY SIGNING THIS PLAT THE DEVELOPER AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS SHOWN COMPLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER OCCUPYING AN EASEMENT.

13. KYNDEL W. BENNETT, THE OWNER & SUBDIVIDER OF LA PALOMA ESTATES UNIT 2, RETAINS AN EASEMENT UPON EACH LOT FOR THE PURPOSE OF INSTALLING AN APPROVED OSSF ON THE LOT AS DESCRIBED ON SHEET No. 2 OF THIS PLAT.

14. SEPTIC TANK NOTES:
ONSITE SEWAGE FACILITIES (OSSF) NOTE: THIS SUBDIVISION SHALL USE ON-SITE SEWAGE FACILITIES IN ACCORDANCE WITH TCEQ AND HIDALGO COUNTY REGULATIONS FOR SEWAGE DISPOSAL. THE SUBDIVIDER IS RESPONSIBLE FOR PROVIDING AN OSSF ON ALL LOTS.
A. OSSF SYSTEM IS BEING DESIGNED FOR DISPOSAL OF DOMESTIC SEWERAGE ONLY. A SEPARATE DESIGN SHALL BE SUBMITTED FOR COMMERCIAL USE, AND MULTI-FAMILY.
B. EACH LOT ON THIS PLAT COMPLIES WITH THE MINIMUM 21,780 SQUARE FEET LOT AREA WITH POTABLE WATER SUPPLY.
C. OSSF SYSTEM SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORIZED DEPARTMENT.
D. SOIL ANALYSIS HAVE BEEN SUBMITTED TO THE AUTHORIZED HIDALGO COUNTY DEPARTMENT AND EXCERPTS MAY BE ALSO SEEN ON THE UTILITY LAYOUT FOR THIS SUBDIVISION AS SUBMITTED TO THE HIDALGO COUNTY PLANNING DEPARTMENT. THE ENGINEER HAS DETERMINED THAT THE SOIL IS SUITABLE FOR A STANDARD SEPTIC TANK AND ABSORPTIVE DRAINFIELD SYSTEM.
E. APPROVED "OSSF" PERMIT APPLICATION IS REQUIRED INCLUDING INDIVIDUAL LOT PLANNING MATERIALS PRIOR TO OCCUPYING A LOT.

15. NO FILL OR PERMANENT STRUCTURES SHALL BE ALLOWED WITHIN ANY SWALE OR UTILITY EASEMENTS. EACH DRAINAGE EASEMENT SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, PLANTINGS, AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATION AND MAINTENANCE OF THE DRAINAGE SWALES. LOT OWNER SHALL BE RESPONSIBLE FOR THE MAINTAINANCE OF DRAINAGE SWALE.

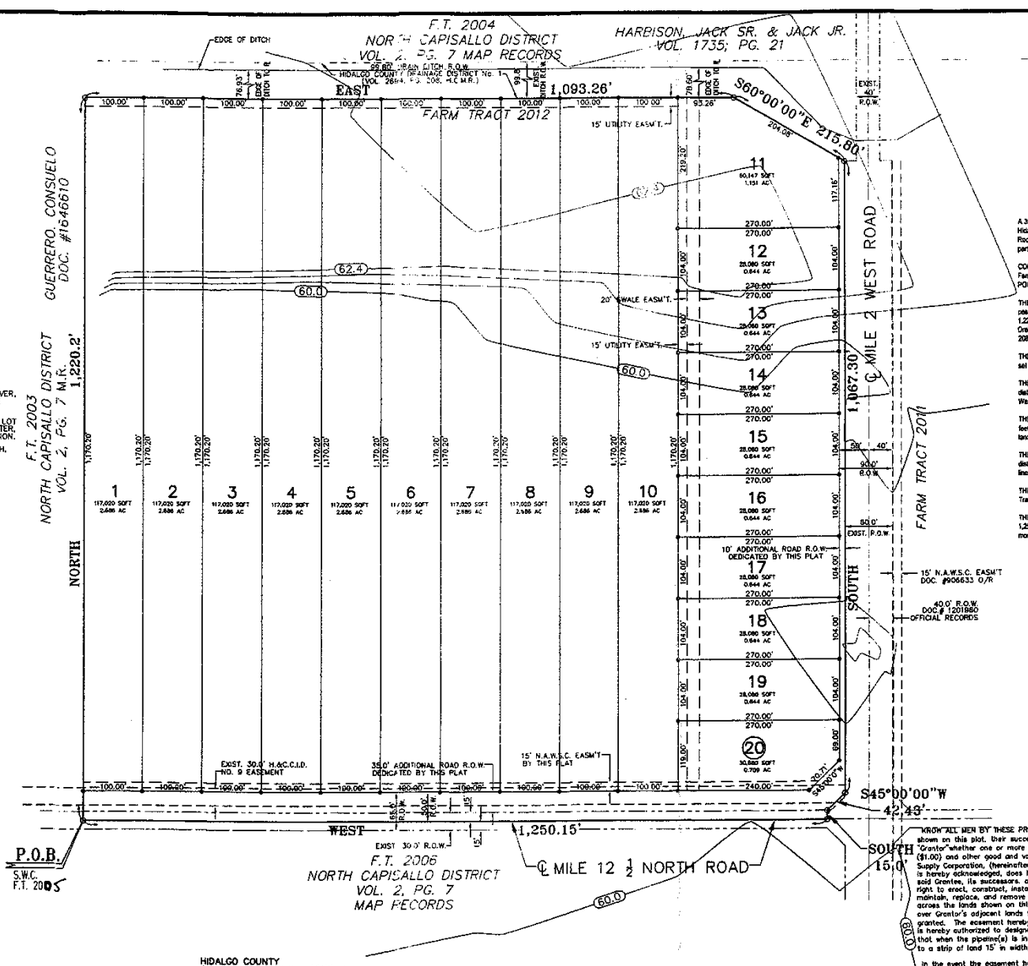
16. THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES OF THIS SUBDIVISION AT THE TIME OF THE SURVEY.

17. AN OFF-STREET PARKING LOT SITE PLAN & DRAINAGE PLAN APPROVED BY THE HIDALGO COUNTY PLANNING DEPARTMENT SHALL BE REQUIRED FOR COMMERCIAL INDUSTRIAL & MULTI-FAMILY USE AT THE TIME OF APPLICATION FOR CONSTRUCTION PRIOR TO THE ISSUANCE OF A BUILDING AND/OR PERMIT DEVELOPMENT PERMIT. NO WATER OR LIGHT CLEARANCES SHALL BE ISSUED UNTIL THE SITE PLAN, DRAINAGE PLAN AND OSSF PLAN ARE APPROVED AND PROPOSED IMPROVEMENTS ARE CONSTRUCTED IN ACCORDANCE WITH COUNTY AND STATE STANDARDS.

18. 5' SIDEWALK SHALL BE BUILT AT THE TIME OF BUILDING PERMIT, AS REQUIRED BY THE CITY OF WESLACO.

19. DEVELOPER TO PROVIDE STREET LIGHTING AT THE TIME OF DEVELOPMENT AS REQUIRED BY THE CITY OF WESLACO.

20. A 6' CHAIN-LINKED FENCE TO BE INSTALLED AT THE TIME OF DEVELOPMENT ALONG THE NORTH PROPERTY LINE, AS REQUIRED BY THE CITY OF WESLACO.



SCALE: 1"=100'

METES AND BOUNDS

A 35.60 acre tract of land out of Farm Tract 2005, North Capisallo District, Hidalgo County, Texas, as per map recorded in Volume 2, Page 7, Map Records of Hidalgo County, Texas, said 35.60 acre tract of land being more particularly described by meters and bounds as follows:

COMMENCING at a cotton-picker spindle found at the Southwest corner of Farm Tract 2005, for the Southwest corner of this tract of land and the POINT OF BEGINNING;

THENCE North, with the West line of said Farm Tract 2005, at 15.00 feet pass a ½" rod found at the North right-of-way line of Mile 12 ½ Road, at 1,220.20 feet in all to a ½" rod found at the South line of the Hidalgo County Drainage District No. 1 (H.C.D.D. No. 1) recorded in Volume 2094, Page 208 Official Records, for the Northwest corner of this tract of land;

THENCE East, with said South line, a distance of 1,093.26 feet to a ½" rod set for a corner of this tract of land;

THENCE South 60°00'00" East, continuing with said H.C.D.D. No. 1 line a distance of 215.60 feet to a ½" rod set at the West right-of-way line of Mile 2 West Road (Doc.# 1201860 O.R.) for a corner of this tract of land;

THENCE South, with said West right-of-way line, a distance of 1,067.30 feet to a ½" rod set at a right-of-way corner clip for a corner of this tract of land;

THENCE South 45°00'00" West, with said right-of-way corner clip a distance of 42.43 feet to a ½" rod set at the north right-of-way line of way line of Mile 12 ½ Road for a corner of this tract of land;

THENCE South, a distance of 15.00 feet to the South line of said Farm Tract 2005 for a corner of this tract of land;

THENCE West, with the South line of said Farm Tract 2005, a distance of 1,250.15 feet to the POINT OF BEGINNING, containing 35.60 acres of land more or less.

RIGHT OF WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, owners of the property shown on this plat, their successors, assigns, and transferees (hereinafter called "Grantor"whether one or more persons are named), in consideration of one dollar ($1.00) and other good and valuable consideration paid by North Alamo Water Supply Corporation, (hereinafter called "Grantee"), the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, and convey to said Grantee, its successors, and assigns, an exclusive perpetual easement with the right to erect, construct, install and and lay thereafter use, operate, inspect, repair maintain, replace, and remove water distribution lines and appurtenances over and across the lands shown on this plat, together with the right of ingress and egress over Grantor's adjacent lands for the purpose for which the above mentioned rights are granted. The easement hereby granted shall not exceed 15' in width, and Grantee is hereby authorized to designate the course of the easement herein conveyed except that when the pipeline(s) is installed, the easement herein granted shall be limited to a strip of land 15' in width, the center line thereof being the pipeline installed.

In the event the easement hereby granted abuts on a public road and the city, county or state hereafter widens or relocates the public road so as to require the relocation of this water line as installed, Grantor further grants to Grantee an additional easement over and across the land shown on this plat for the purpose of laterally relocating said water line as may be necessary to clear the road improvements, which easement hereby granted shall be limited to a strip of land 15' in width, the center line thereof being the pipeline as relocated.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantor by reason of the installation, maintenance, repair, replacement and relocation of the structures referred to herein. This agreement together with other provisions of this grant shall constitute an easement for the benefit of the Grantee, its successors, and assigns. The Grantor covenants that it is the owner of the above-described lands and that said lands are free and clear of all encumbrances and liens except the following:

The easement conveyed herein was obtained or improved through Federal financial assistance. This easement is subject to the provisions of Title VI of the Civil Rights Act of 1964 and the regulations issued pursuant thereto for so long as the easement continues to be used for the same or similar purpose for which financial assistance was extended or for so long as the Grantee owns it, whichever is longer.

IN WITNESS WHEREOF the said Grantor executed this instrument this___ day of _____ 20___.

_____

STATE OF TEXAS
COUNTY OF HIDALGO
OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION

I, KYNDEL W. BENNETT, INDEPENDENT ADMINISTRATOR OF THE ESTATE OF KYLE BENNETT, DECEASED, A MARRIED PERSON, AS OWNER OF THE 35.45 ACRES TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED LA PALOMA ESTATES UNIT 2 SUBDIVISION HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE OF STREETS, PARK, AND EASEMENTS SHOWN HEREIN

I CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE §232.032 AND THAT:
(A) THE WATER QUALITY AND CONNECTIONS TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS;
(B) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET, OR WILL MEET, THE MINIMUM REQUIREMENTS OF STATE STANDARDS;
(C) ELECTRICAL CONNECTIONS PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS; AND
(D) GAS CONNECTIONS, IF AVAILABLE, PROVIDED TO THE THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS.
I ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT ARE TRUE AND COMPLETE.

_____
OWNER: KYNDEL W. BENNETT
INDEPENDENT ADMINISTRATOR OF THE
ESTATE OF KYLE BENNETT, DECEASED
P.O. BOX 3542
LA ESTATES, TX 78558

STATE OF TEXAS
COUNTY OF HIDALGO
BEFORE ME, THE UNDERSIGNED AUTHORITY ON THIS DAY PERSONALLY APPEARED, KYNDEL W. BENNETT, KNOWN TO ME TO BE THE PERSON (S) WHOSE NAME (S) IS (ARE) SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE (THEY) EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE ____DAY OF_____ 20 ____

_____
NOTARY PUBLIC IN AND FOR THE
STATE OF TEXAS
MY COMMISSION EXPIRES

I, THE UNDERSIGNED, MAYOR OF THE CITY OF WESLACO, TEXAS HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THIS CITY WHEREIN MY APPROVAL IS REQUIRED.

ATTEST:_____ _____
SECRETARY — MAYOR, CITY OF WESLACO, TEXAS.

THIS PLAT APPROVED BY HIDALGO & CAMERON COUNTY IRRIGATION DISTRICT No. 9 THIS _____ DAY OF _____, 2010. NO IMPROVEMENTS OF ANY KIND SHALL BE PLACED ON HIDALGO AND CAMERON COUNTY IRRIGATION DISTRICT NO. 9 RIGHT-OF-WAY OR EASEMENTS WITHOUT THE EXPRESSED WRITTEN PERMISSION OF THE GENERAL MANAGER.

_____
GENERAL MANAGER

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 232.028(a)
WE THE UNDERSIGNED CERTIFY that plat of the LA PALOMA ESTATES UNIT 2 SUBDIVISION was reviewed and approved by the Hidalgo County Commissioners Court on_____, ____.

_____ _____
Hidalgo County Judge — Date

ATTEST: _____ _____
Hidalgo County Clerk — Date

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

HIDALGO COUNTY DRAINAGE DISTRICT No. 1

BY: _____

STATE OF TEXAS
COUNTY OF HIDALGO
I, KAMBIZ S. KHADEMI, A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT.

KAMBIZ S. KHADEMI P.E.
REG. PROFESSIONAL ENGINEER No. 57767
1-24-10

STATE OF TEXAS — KAMBIZ S. KHADEMI — 57767 — REGISTERED PROFESSIONAL ENGINEER

STATE OF TEXAS
COUNTY OF HIDALGO
I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE ABOVE PLAT AND DESCRIPTION OF THE LA PALOMA ESTATES UNIT 2 SUBDIVISION WAS PREPARED FROM A SURVEY OF THE PROPERTY MADE ON THE GROUND UNDER MY SUPERVISION.

_____ _____
JOSE MARIO GONZALEZ — DATE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5571
RIO DELTA SURVEYING
8207 MATEO ESCOBAR
MONTE ALTO, TX 78538

STATE OF TEXAS — JOSE MARIO GONZALEZ — 5571 — REGISTERED PROFESSIONAL LAND SURVEYOR

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

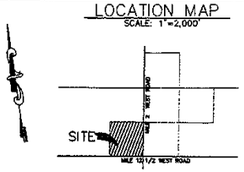
HIDALGO COUNTY
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HIDALGO COUNTY RIGHT OF WAY DIRECTOR — DATE

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
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HIDALGO COUNTY ASSISTANT CHIEF INSPECTOR — DATE

LOCATION MAP
SCALE: 1"=2,000'



LA PALOMA BLANCA UNIT 2 IRREGULAR LOTS	
LOT	AREA (S.F.)
20	30,880
11	50,147

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PRINCIPAL CONTACTS:

	Name	Address	City & Zip	Phone	Fax
OWNER:	KYNDEL BENNETT INDEPENDENT ADMIN. OF THE ESTATE OF KYLE BENNETT, DECEASED	P.O. BOX 3542	LA ESTATES 78558	(956) 484-4431	(956) 484-2507
ENGINEER:	KAMBIZ S. KHADEMI, P.E.	410 E. DOVE AVE.	McALLEN 78504	(956) 630-2125	(956) 630-2219
SURVEYOR:	JOSE MARIO GONZALEZ R.P.L.S.	8207 MATEO ESCOBAR MONTE ALTO 78538		(956) 380-5154	(956) 380-5156

K K Engineering Consultant
GENERAL PROFESSIONAL CIVIL ENGINEERING SERVICES
410 E. DOVE (FIRM REGISTRATION #- 1354)
P.O. BOX 3422 McALLEN, TEXAS 78502
(956) 630-2125 FAX (956) 630-2219

PLANNING DEPARTMENT
County Of Hidalgo

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

TO: Judge Rene Ramirez
County Commissioner's Court

FROM: Raul E. Sesin, P.E., Planning Administrator

DATE: February 17, 2010

RE: **Vista Ridge Acres Phase 2 Subdivision – Pct. 1**
Preliminary Approval

Vista Ridge Acres Phase 2 Subdivision is a six (6) lot subdivision located along the South side of Mile 20 North Road approximately ¼ mile West of FM 88.

The proposed Subdivision lies within the Rural area of the County.

The Drainage Report was submitted to, reviewed, and approved by the H.C.D.D. No. 1 Manager on January 09, 2010. The proposed subdivision lies within Zone "X" as per FEMA's FIRM.

The proposed subdivision plat will dedicate thirty (30) feet on Mile 20 North Road of additional Road Right of Way in accordance with the Hidalgo County Thoroughfare Plan.

Sanitary Services will be provided by OSSF. Soil Analysis were conducted by Jose Angel Gonzalez and approved by the Environmental Health Department.

Water Services will be provided by North Alamo Water Supply Corporation. There is an existing eight (8") inch waterline on Mile 20 North Road that will serve as the primary source of water for the proposed development.

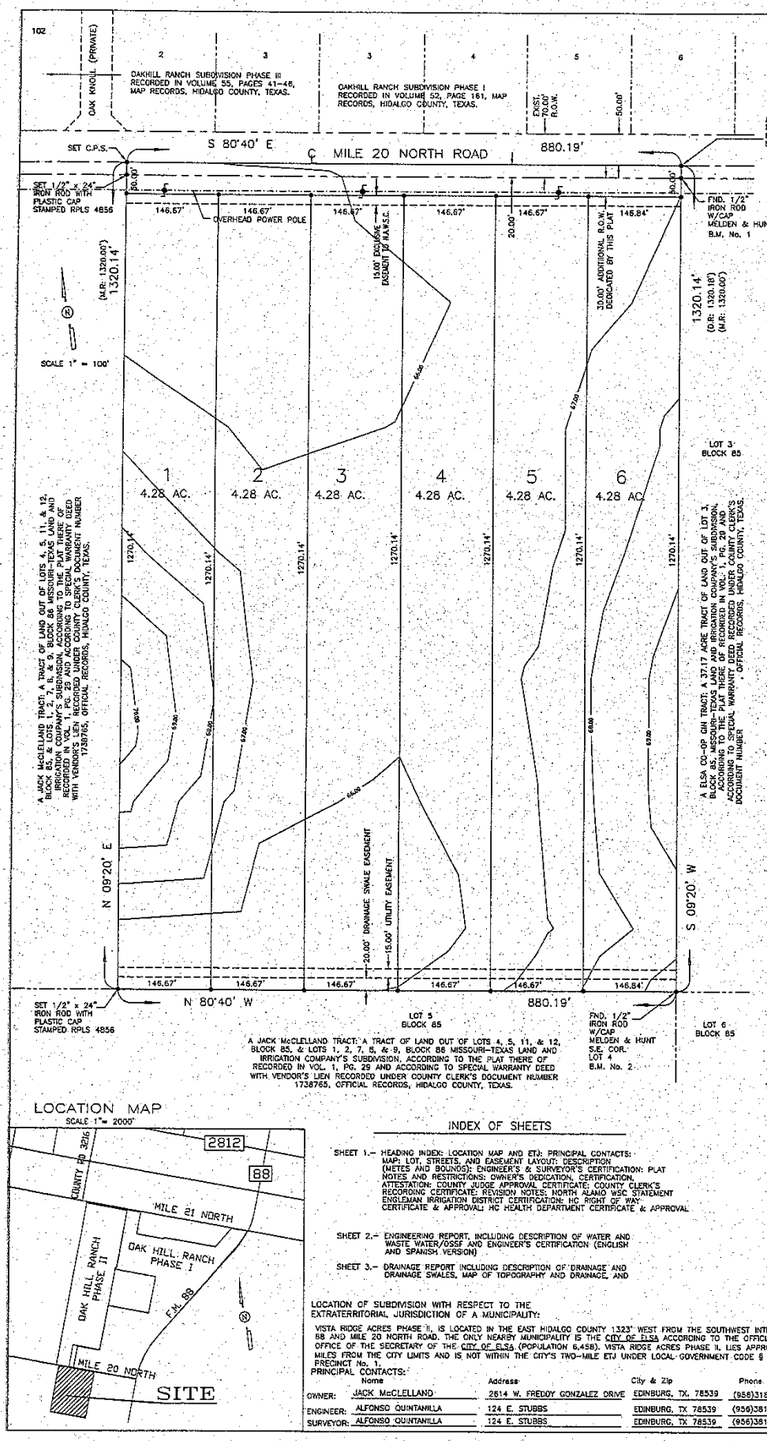
The Subdivision Plat has been reviewed and complies with the Hidalgo County Subdivision Rules, Texas Water Development Board Model Subdivision Rules and the Texas Local Government Code. Staff comments are attached for your review.

The Hidalgo County Advisory Board convened and recommended **Preliminary Approval** on **February 16, 2010** subject to staff comments and future recommendations by Planning and other departments.

LOG OF ITEMS LACKING DURING SUBDIVISION REVIEW

Name of Subdivision: **Vista Ridge Acres Phase II 1st Review** **Page** 1 of 1

Item Log	*DESCRIPTION OF ITEMS:* *Plat is subject to additional comments from Planning, Right of Way, Health and HCDD No. 1 prior to consideration for final approval.*	Date	Initials
		02-01-10	JRT
A	**1ST SHEET COMMENTS:** Please dimension the total road right of way for Mile 20 North Road.		
B	Label the P.O.B. on drawing as describe on metes and bounds.		
C	**2ND SHEET COMMENTS:** Crossing permits from the H.C.ROW dept are required for the water services line crossing Mile 20 North Road.		
D	Soil repot on OSSF engineering report does not coincide with original soil evaluation prepared by Jose A. Gonzalez.		
E	Correct the subdivider statement to read *"hereby certify sewer permits are required prior to building on any lot..."*		
F	Make sure all modifications on engineering report reflect on Spanish version engineering report.		
G	**3RD SHEET COMMENTS:** Label for contractor to re-construct Mile 20 North Road side ditch to county specifications.		
H	Extend spot topography elevation at 500 from original property line.		


102
OAK KNOLL (PRIVATE)
OAKHILL RANCH SUBDIVISION PHASE III RECORDED IN VOLUME 55, PAGES 41-46, MAP RECORDS, HIDALGO COUNTY, TEXAS.
OAKHILL RANCH SUBDIVISION PHASE I RECORDED IN VOLUME 52, PAGE 161, MAP RECORDS, HIDALGO COUNTY, TEXAS.
P.O.B. FND. C.P.S. N.E. COR. LOT 4, BLK. 85
SET C.P.S.
S 80°40' E
℄ MILE 20 NORTH ROAD
880.19'
SET 1/2" x 24" IRON ROD WITH PLASTIC CAP STAMPED RPLS 4856
50.00'
146.67'
OVERHEAD POWER POLE
20.00'
15.00' DRAINAGE EASEMENT TO M.V.M.S.E.
30.00' ADDITIONAL R.O.W. DEDICATED BY THIS PLAT
FND. 1/2" IRON ROD W/CAP MELDEN & HUNT B.M. No. 1
1320.14'
(0.R.: 1320.18')
(M.R.: 1320.00')
(M.R.: 1320.00')
SCALE 1" = 100'
LOT 3 BLOCK 85
1 4.28 AC.
2 4.28 AC.
3 4.28 AC.
4 4.28 AC.
5 4.28 AC.
6 4.28 AC.
1270.14'
A JACK McCLELLAND TRACT: A TRACT OF LAND OUT OF LOTS 4, 5, 11, & 12, BLOCK 85, & LOTS 1, 2, 7, 8, & 9, BLOCK 86 MISSOURI-TEXAS LAND AND IRRIGATION COMPANY'S SUBDIVISION, ACCORDING TO THE PLAT THERE OF RECORDED IN VOL. 1, PG. 29 AND ACCORDING TO SPECIAL WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1738765, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.
A 37.17 ACRE TRACT OF LAND OUT OF LOT 4, BLOCK 85, MISSOURI-TEXAS LAND AND IRRIGATION COMPANY'S SUBDIVISION, ACCORDING TO THE PLAT THERE OF RECORDED IN VOL. 1, PG. 29 AND ACCORDING TO SPECIAL WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1738765, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS
A ELSA CO-OP ON TRACT: A 37.17 ACRE TRACT OF LAND OUT OF LOT 4, BLOCK 85, MISSOURI-TEXAS LAND AND IRRIGATION COMPANY'S SUBDIVISION, ACCORDING TO THE PLAT THERE OF RECORDED IN VOL. 1, PG. 29 AND ACCORDING TO SPECIAL WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1738765, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS
N 09°20' E
S 09°20' W
20.00' DRAINAGE SWALE EASEMENT
15.00' UTILITY EASEMENT
6456
6500
6544
6588
6632
6676
6720
6764
6808
6852
6896
6940
6984
7028
7072
7116
7160
7204
7248
7292
7336
7380
7424
7468
7512
7556
7600
7644
7688
7732
7776
7820
7864
7908
7952
7996
8040
8084
8128
8172

PLANNING DEPARTMENT
County Of Hidalgo

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

TO: Judge Rene Ramirez
County Commissioner's Court

FROM: Raul E. Sesin, P.E., Planning Administrator

DATE: February 17, 2010

RE: **Vista Ridge Acres Phase 3 Subdivision – Pct. 1**
Preliminary Approval

Vista Ridge Acres Phase 3 Subdivision is a sixty two (62) lot subdivision located on the South side of Mile 20 North Road approximately 2000 feet West of FM 88.

The proposed Subdivision lies within the Rural area of the County.

The Drainage Report was submitted to, reviewed, and approved by the H.C.D.D. No. 1 Manager on January 20, 2010. The proposed subdivision lies within Zone "X" as per FEMA's FIRM.

The proposed subdivision plat will dedicate thirty (30) feet on Mile 20 North Road of additional Road Right of Way in accordance with the Hidalgo County Thoroughfare Plan.

Sanitary Services will be provided by OSSF. Soil Analysis were conducted by Jose Angel Gonzalez and approved by the Environmental Health Department.

Water Services will be provided by North Alamo Water Supply Corporation. There is an existing eight (8") inch waterline on Mile 20 North Road that will serve as the primary source of water for the proposed development.

The Subdivision Plat has been reviewed and complies with the Hidalgo County Subdivision Rules, Texas Water Development Board Model Subdivision Rules and the Texas Local Government Code. Staff comments are attached for your review.

The Hidalgo County Advisory Board convened and recommended **Preliminary Approval** on **February 16, 2010** subject to staff comments and future recommendations by Planning and other departments.

LOG OF ITEMS LACKING DURING SUBDIVISION REVIEW

Name of Subdivision: **Vista Ridge Acres Phase III 1st Review** **Page** 1 of 1

Item Log	*DESCRIPTION OF ITEMS:* *Plat is subject to additional comments from Planning, Right of Way, Health and HCDD No. 1 prior to consideration for final approval.*	Date	Initials
		01-25-10	JRT
A	**1ST SHEET COMMENTS:** Surveyor's monument description for the east road right of way of Noren Rd does not coincide with drawing.		
B	*PLAT NOTES:* 7] Provide total required detention calculation as shown on approved drainage report. *Provide a plat note restricting access from Mile 20 North Road on to lots 48 and 49.*		
C	**2ND SHEET COMMENTS:** Provide a 50'x50' corner clip for lots 48 and 49.		
D	Please provide street name and dimension length for proposed road right of way.		
E	Please show and label the existing 30' irrigation easement and 15' utility easement for south adjoiner Vista Ridge Phase I.		
F	**3RD SHEET COMMENTS:** Crossing permit from the Hidalgo County Right Of Way Department will be required for all water services crossing on Mile 20 North Road and Norene Drive.		
G	Please verify if a crossing permit from Eangleman Irrigation District will be required for the proposed 8" water line crossing an existing irrigation line along the south west corner of lot 1.		
H	Please show all proposed OSSF drain field areas for each lot.		
I	Please clear all overlapped text notations.		
J	**4TH SHEET COMMENTS:** Please clear all overlapped text notations.		
K	Label for contractor to re-grade Norene Drive and Mile 20 North Road side ditches to county specifications.		
L	Please show and label the existing 30' irrigation easement and 15' utility easement for south adjoiner Vista Ridge Phase I.		
M	**5TH SHEET COMMENTS:** Please complete and correct the water and OSSF engineering report before printing for original plans on mylar paper.		
N	Make sure soil report coincides with original soil evaluation report prepared by Jose A. Gonzales.		
O	Please correct drainage swale detail cross section detail to coincide with drainage swale design and county specifications.		
P	Please correct the subdivider statement to comply with OSSF Engineering report.		
Q	On drainage report please correct size of the existing storm drainage pipe where the proposed type "CC" inlets will be connecting to.		

SUBDIVISION PLAT OF:

VISTA RIDGE ACRES PHASE III

A 66.68 ACRE TRACT OF LAND BEING THE WEST 13.335 ACRES OF LOT 4, ALL OF LOT 5, BLOCK 85, AND THE EAST 13.335 ACRES OF LOT 1, BLOCK 86, MISSOURI-TEXAS LAND AND IRRIGATION COMPANY'S SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGE 29, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1736765, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE PROPER ENGINEERING CONSIDERATIONS HAVE BEEN GIVEN TO THIS PLAT.

ALFONSO QUINTANILLA 95534 LICENSED PROFESSIONAL ENGINEER

ALFONSO QUINTANILLA
P.E. No. 95534

12-3-10
DATE

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT, AND WAS MADE AND PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY DONE ON THE GROUND UNDER MY SUPERVISION.

ALFONSO QUINTANILLA 4856 REGISTERED PROFESSIONAL LAND SURVEYOR

ALFONSO QUINTANILLA
R.P.L.S. No. 4856

12-29-09
DATE

SCALE 1" = 100'

CURVE DATA			
CURVE	Δ	RADIUS	LENGTH
"A"	110°15'45"	50.00'	96.22'
"B"	39°44'15"	50.00'	34.68'
"C"	42°18'50"	50.00'	36.93'
"D"	77°41'10"	50.00'	67.79'

LINE DATA TABLE		
DATA	BEARING	LENGTH
L1	N 54°20'00" E	35.36'
L2	N 35°40'00" W	35.36'
L1	N 54°20'00" E	70.71'
L2	N 35°40'00" W	70.71'

REMAINDER OF A JACK McCLELLAND TRACT: A TRACT OF LAND OUT OF LOTS 4, 5, 11, & 12, BLOCK 85, & LOTS 1, 2, 7, 8, & 9, BLOCK 86 MISSOURI-TEXAS LAND AND IRRIGATION COMPANY'S SUBDIVISION; ACCORDING TO THE PLAT THERE OF RECORDED IN VOL. 1, PG. 29 AND ACCORDING TO SPECIAL WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1738765, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

REMAINDER OF A JACK McCLELLAND TRACT: A TRACT OF LAND OUT OF LOTS 4, 5, 11, & 12, BLOCK 85, & LOTS 1, 2, 7, 8, & 9, BLOCK 86 MISSOURI-TEXAS LAND AND IRRIGATION COMPANY'S SUBDIVISION, ACCORDING TO THE PLAT THERE OF RECORDED IN VOL. 1, PG. 29 AND ACCORDING TO SPECIAL WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1738765, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

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

ON: _____ AT _____ AM/PM
INSTRUMENT NUMBER _____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS.

BY: _____ DEPUTY

PRINCIPAL CONTACTS:

	Name	Address	City & Zip	Phone	Fax
OWNER:	JACK McCLELLAND, OWNER	2514 W. FREDDY GONZALEZ DRIVE	EDINBURG, TX. 78539	(956)316-0956	(956)316-4547
ENGINEER:	ALFONSO QUINTANILLA	124 E. STUBBS	EDINBURG, TX 78539	(956)381-8480	381-0527
SURVEYOR:	ALFONSO QUINTANILLA	124 E. STUBBS	EDINBURG, TX 78539	(956)381-8480	381-0527

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
CONSULTING ENGINEERS · LAND SURVEYORS
124 E. STUBBS ST. EDINBURG, TEXAS 78539
REGISTRATION NUMBER F-1513
PHONE 956-381-8480 FAX 956-381-0527

FILENAME :F:\DATA\SUBD\HIDALGO CO.\VISTA RIDGE ACRES PHASE III\PLAT			
DATE PREPARED	PREPARED BY	CHECKED BY	APPROVED BY
DEC. 29, 2009	AL GONZALEZ		
DATE REVISED	REVISED BY	CHECKED BY	APPROVED BY

LOCATION MAP
SCALE 1" = 3000'

SHEET NO. 2 of 4

PLANNING DEPARTMENT
County Of Hidalgo

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

TO: Judge Rene Ramirez
County Commissioner's Court

FROM: Raul E. Sesin, P.E., Planning Administrator

DATE: February 17, 2010

RE: **Las Comadres Acres Phase I Subdivision – Pct. 3**
Preliminary Approval

Las Comadres Acres Phase I is a one hundred eleven (111) lot subdivision located along the East side of Western Road approximately 150 feet North of Mile 7 North Road.

The proposed Subdivision lies within the Rural Area of the County.

The Drainage Report was submitted to, reviewed, and approved by the H.C.D.D. No. 1 Manager on September 29, 2009. The proposed subdivision lies within a Zone "X" as per FEMA's FIRM.

The proposed subdivision plat will dedicate twenty (20) feet on Western Road of additional Road Right of Way in accordance with the Hidalgo County Thoroughfare Plan.

Sanitary Sewer Services will be provided by OSSF.

Water Services will be provided by Agua S.U.D. There is an existing eight (8) inch waterline on Western Road that will serve as the primary source of water for the proposed development.

The Subdivision Plat has been reviewed and complies with the Hidalgo County Subdivision Rules, Texas Water Development Board Model Subdivision Rules and the Texas Local Government Code. Staff comments are attached for your review.

The Hidalgo County Advisory Board convened and recommended **Preliminary Approval** on **February 16, 2010** subject to staff comments and future recommendations by Planning and other departments.

LOG OF ITEMS LACKING DURING SUBDIVISION REVIEW

Name of Subdivision: **Las Comadres Acres Phase I 2nd Review** **Page** 1 of 1

Item Log	*DESCRIPTION OF ITEMS:* *Plat is subject to additional comments from Planning, Right of Way, Health and HCDD No. 1 prior to consideration for final approval.*	**Date**	**Initials**
		02-11-10	**JRT**
A	**SHEET S-1 COMMENTS:** On index to sheet: please describe all signature certification block on S-1, need to provide a separate sheet for all paving and drainage construction detail improvements, and a separate sheet for the water and OSSF engineering reports.		
B	PLAT NOTES: 1] Please provide flood "X" definition. 4] Please complete plat note restriction wording. (see attachment) 12] Provide owners name on plat note. → ***See attachment for additional plat note restriction.*** *****provide a plat note restricting driveway access on to lots 30,31,35,36 and 84 from Western Road and lots 56, 57 and 111 from Abram Road.*****		
C	Please correct the entire metes and bounds. Please define each property corners with a surveyor's monument, callout and define the existing road right of way for Western Road and Abram Road. Make sure that every monument described on metes and bounds reflect on legend.		
D	**SHEET S-2 COMMENTS:** Please provide all adjoiners information with owners name, legal description and property document number.		
E	Approval from the L.R.G.V.D.C. for all street names is required.		
F	Please provide tie down dimensions for the existing 30 feet HCID#16 easement from the property boundary line and lot line. Provide a site plan exhibit for each lot line being affected by the existing 30 foot HCID#16 easement.		
G	Please provide a 15 foot drainage detention swale for all lots 89 through 111.		
H	As per lot square footage chart; please include all of the 111 lots.		
I	Submit soil evaluation reports.		
J	**SHEET S-3 COMMENTS:** Please label the center line of Western Road and label the additional road right of way dedicated by this plat.		
K	Please change right of way line type to "phantom line type".		
L	Please label the total existing road right of way for Abram Road and make sure you dedicate the necessary road right of way by this plat. Abram Road is a proposed 80' collector street.		
M	Please label the center line of Abram Road and show the continuation of the existing road right of way toward the north east side of the property.		
N	Please correct lot dimension for lot 13.		

NOTE:
LOTS 36, 37 AND 83 SHALL HAVE
NO ACCESS OR DRIVEWAY TO ABRAM RD.
LOTS 30, 31, 33, 36 AND 84 SHALL HAVE
NO ACCESS OR DRIVEWAY TO WESTERN RD.

LOT	SQUARE FOOTAGE	
	S.F.	ACRE
1	22,812	0.52
2	21,880	0.50
3	21,880	0.50
4	21,880	0.50
5	21,880	0.50
6	21,880	0.50
7	21,880	0.50
8	21,880	0.50
9	21,880	0.50
10	21,880	0.50
11	27,334	0.62
12	21,786	0.50
13	21,846	0.50
14	21,861	0.50
15	30,049	0.69
16	21,520	0.50
17	22,229	0.51
18	21,897	0.50
19	21,864	0.50
20	21,912	0.50

LOT	SQUARE FOOTAGE	
	S.F.	ACRE
21	21,864	0.50
22	21,856	0.50
23	21,828	0.50
24	21,900	0.50
25	22,441	0.51
26	23,145	0.53
27	22,208	0.51
28	22,145	0.51
29	22,179	0.51
30	22,540	0.51
31	22,141	0.51
32	21,780	0.50
33	25,246	0.53
34	29,583	0.54
35	25,218	0.58
36	22,516	0.51
37	23,310	0.53
38	21,780	0.50
39	21,780	0.50
40	21,780	0.50

LOT	SQUARE FOOTAGE	
	S.F.	ACRE
41	21,780	0.50
42	21,780	0.50
43	21,780	0.50
44	21,780	0.50
45	21,780	0.50
46	21,780	0.50
47	21,780	0.50
48	21,780	0.50
49	21,984	0.50
50	39,930	0.82
51	21,780	0.50
52	21,780	0.50
53	21,780	0.50
54	21,780	0.50
55	21,780	0.50
56	21,766	0.50
57	30,936	0.71
58	21,974	0.50
59	21,780	0.50
60	21,780	0.50

LOT	SQUARE FOOTAGE	
	S.F.	ACRE
61	21,780	0.50
62	21,780	0.50
63	21,780	0.50
64	21,780	0.50
65	21,780	0.50
66	21,780	0.50
67	30,936	0.71
68	21,772	0.50
69	21,784	0.50
70	21,784	0.50
71	21,784	0.50
72	21,784	0.50
73	21,784	0.50
74	21,784	0.50
75	21,780	0.50
76	21,780	0.50
77	21,780	0.50
78	21,780	0.50
79	21,780	0.50
80	21,780	0.50

LOT	SQUARE FOOTAGE	
	S.F.	ACRE
81	21,780	0.50
82	21,780	0.50
83	21,891	0.50
84	25,538	0.58
85	21,780	0.50
86	21,780	0.50
87	21,780	0.50
88	21,780	0.50
89	28,684	0.65
90	21,783	0.50
91	21,783	0.50
92	21,783	0.50
93	21,783	0.50
94	21,783	0.50
95	21,783	0.50
96	21,783	0.50
97	21,783	0.50
98	29,000	0.66
99	22,218	0.51
100	21,783	0.50

LOT	SQUARE FOOTAGE	
	S.F.	ACRE
101	21,783	0.50
102	21,783	0.50
103	21,783	0.50
104	21,783	0.58
105	21,783	0.50
106	21,783	0.50
107	21,783	0.50
108	21,783	0.50
109	21,783	0.65
110	21,783	0.50
111	22,218	0.51

CURVE DATE

CURVE NO.	LINE NO.	RADIUS	LENGTH	ANGLE	CHORD
1	A	100.0'	74.36'	21° 21' 51"	N68° 38' 09"E-72.59'
33	G	75.0'	55.75'	21° 21' 51"	N68° 38' 09"E-54.48'
27,28	O	125.0'	92.93'	21° 21' 52"	N68° 38' 08"E-90.81'
1	C	100.0'	83.73'	23° 38' 10"	N66° 21' 30"W-80.18'
27	E	125.0'	103.41'	23° 38' 10"	N66° 21' 30"W-100.48'
33	F	75.0'	62.04'	23° 38' 10"	N89° 21' 30"W-60.29'
1,33,4	D	100.0'	54.88'	100° 45' 39"	N15° 45' 38"W-52.17'
32	H	75.0'	83.36'	109° 00' 05"	S51° 00' 05"W-71.48'
56,81	I	125.0'	101.42'	109° 13' 28"	S51° 13' 28"W-96.97'
1	J	100.0'	81.28'	93° 23' 34"	N23° 34' 26"E-78.08'
99	K	125.0'	101.81'	93° 32' 34"	N23° 34' 26"E-99.83'
33	L	75.0'	60.98'	93° 35' 34"	N23° 34' 26"E-59.30'

Prepared by:
SPOOR ENGINEERING CONSULTANTS, Inc.
202 South 4th. Street
HOLLIS, TEXAS 73501
TEL. (580) 653 1000 FAX (580) 653 1002

NAME OF PLAN
SUBDIVISION PLAN
(LOTS 20 - 48 & 69 - 100)

PROJECT
LAS COMADRES
ACRES PHASE I

DATE: Oct. 20, 2009
SCALE: 1"=100'
DRAWING BY:
FP

SHEET NUM.
S-2

AI-19941 **7.A.**

Pipeline Permit

CC CONSENT

Date:	02/23/2010
Submitted By:	Sandra Garcia, RIGHT OF WAY DEPT.
Submitted For:	Joe Pena
Department:	RIGHT OF WAY DEPT.
Agenda Category:	Right of Way

Information

CAPTION

AT&T:

1. Placing a buried fiber optic cable in 4 inch duct along Sprague St and N. 33rd St. Duct to be placed at a depth of 3 1/2 ft.

2. Proposed buried fiber optic cable on Tower Rd between Minnesota Rd and Owassa Rd.

BACKGROUND

Fiscal Impact

Attachments

Link: AT & T

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	02/17/2010 08:43 AM	APRV
2	Olga Garza	Olga Garza	02/17/2010 03:35 PM	APRV
3	Auditor's Office		02/19/2010 05:17 PM	NEW

Form Started By: Sandra Garcia — Started On: 02/16/2010 10:17 AM

Final Approval Date: 02/19/2010

REVISED JANUARY 2010

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 23rd day of February, 2010 does by these presents GRANT, GIVE AND RELINQUISH TO:

AT & T hereinafter called Permittee, of the County of Hidalgo, Texas, the Right, Privilege and Authority to construct, reconstruct, lay and maintain an 4 inch /water/ gas/ sewer/ irrigation line; said line to be constructed of PVC material along the following public road easement held by the Hidalgo County of Hidalgo, Texas upon the conditions, obligations, and requirements as hereinafter set forth, said public road upon which said water/ gas/ sewer/ irrigation line is to be constructed, reconstructed, laid and maintained, described as follows:

- 1. Placing a buried fiber optic cable in 4 inch duct along Sprague St & N. 33rd St.

The granting, giving and authorizing of permission for the said aforenamed Permittee to so construct, reconstruct, lay and maintain a fiber optic cable 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.

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 23rd day of February, 2010 does by these presents GRANT, GIVE AND RELINQUISH TO:

AT & T hereinafter called Permittee, of the County of Hidalgo, Texas, the Right, Privilege and Authority to construct, reconstruct, lay and maintain an 4 inch /water/ gas/ sewer/ irrigation line; said line to be constructed of PVC material along the following public road easement held by the Hidalgo County of Hidalgo, Texas upon the conditions, obligations, and requirements as hereinafter set forth, said public road upon which said water/ gas/ sewer/ irrigation line is to be constructed, reconstructed, laid and maintained, described as follows:

- 1. Proposed buried fiber optic cable on Tower Rd between Minnesota Rd & Owassa Rd.

The granting, giving and authorizing of permission for the said aforenamed Permittee to so construct, reconstruct, lay and maintain a fiber optic cable 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.

AI-19977 **8.A.**

Membership Dues

CC CONSENT

Date:	02/23/2010
Submitted By:	Edna Kirby, IT DEPARTMENT
Submitted For:	Renan Ramirez
Department:	IT DEPARTMENT
Agenda Category:	Membership Dues

Information

CAPTION

I.T. Dept.:
1. Approval to pay 2010 Memberships & Dues to Texas Association of Governmental Information Technology Managers (Requisition#170875) in the amount of $100.00 with authorization for County Treasurer to issue a check after auditing procedures are completed.
2. Approval to pay 2010 Membership & Dues to MICTA Technology Solutions for Members Nationwide (Requisition#170427) in the amount of $200.00 with authorization for County Treasurer to issue a check after auditing procedures are completed.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1100-415-00-200-002-0-810

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

BUDGETARY IMPACT:

Funds available in Requisition# 170875 & 170427 in the amounts of $ 100.00 and $200.00 as of 2/19/10 for Texas Association of Governmental & MICTA.

Attachments

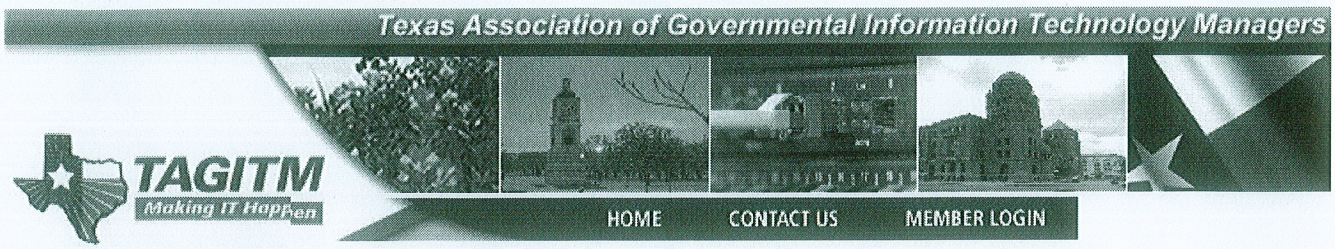
Link: backup

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	02/17/2010 03:51 PM	APRV
2	Erika Zamora	Erika Zamora	02/19/2010 03:56 PM	APRV
3	Auditor's Office		02/19/2010 05:17 PM	NEW

Form Started By: Edna Kirby Started On: 02/17/2010 02:55 PM

Final Approval Date: 02/19/2010



MEMBERSHIP
EVENTS
JOBS
AWARDS
MEMBERS ONLY
DOCUMENT LIBRARY
ABOUT US

RELATED LINKS

BENEFITS OF MEMBERSHIP

- Ability to participate in valuable educational opportunities
- Access to member lists to network with peers on an ongoing basis
- Access to ListServe to discuss/share knowledge and strategies
- Access to Document/Library Resources - such as RFP, Policy/Procedures - right from your desktop
- Job Forum

CATEGORIES OF MEMBERSHIP

Agency Membership (voting) is limited to information technology executives from within the cities, counties, public school districts, and appraisal districts. Memberships are based on the organization and are $100 for the fiscal year. Each Agency member will designate a person to serve as the organization's one voting representative. Other individuals within the organization may enjoy the benefits of membership as active members.

Affiliate Membership (non-voting) is available to hardware, software and service vendors, state agencies, and academic institutions interested in governmental information technology. Memberships are based on the organization and are $150 for the fiscal year.

WHAT DO MEMBERS HAVE TO SAY ABOUT TAGITM?

"Let's face it. We as local government professionals are faced with many of the same challenges each day. Topics like GASB34, HIPPA, and Wi-Fi to name a few. TAGITM members include CIO's, Directors, Managers, Supervisor's, Programmers and other IT professionals who have been faced with, and have successfully responded to, many of these current and significant issues. Membership into TAGITM allows members the opportunity to network "face-to-face" with these technology veterans and learn from their experiences. The educational conferences offer a wealth of up-to-date and best practice information, plus interaction with some of the top IT vendors in the country. Enormous amounts of time, money and energy can be saved by becoming a member of TAGITM."

MIKE PASTOR, CITY OF TROPHY CLUB

JOIN TAGITM TODAY!

© 2007 TAGITM
Website maintenance provided by:
CMP Management, Inc.

TAGITM
PO Box 200363
Austin, TX 78720
512-220-4295

Send Payment To:

MiCTA
515 N. Washington Ave
Suite 405
Saginaw, MI 48607

MiCTA
Technology Solutions for Members Nationwide
www.mictatech.org

Invoice

Date	Invoice #
1/25/2010	115485

Bill To: County of Hidalgo, Texas
Attn: Renan Ramirez
100 E. Cano St. 4th Floor
Edinburg, TX 78539

WE HAVE MOVED
As of September 24, 2007
MiCTA is at a new location.

New MiCTA contact information below.

NEW MiCTA Member Number

Check or Credit Card Payments Accepted.

Member Number	Anniversary Date	Payment Due	Contact Name
MTG-78539-01	January	2/24/2010	Renan Ramirez

Item	Quantity	Description	Rate	Amount
1	1	MiCTA Annual Dues	200.00	200.00
			Total	$200.00

Phone #: (888) 964-2227 Fax #: (989) 753-2655 micta@mictatech.org

PLEASE TAKE NOTICE:
Our Address, Phone/Fax, E-Mail and Web-Site Have Changed.

Please update your records.

Thank you,

MiCTA
515 N. Washington Ave.
Suite 405
Saginaw, MI 48607

Toll Free: 888-964-2227
Direct: 989-753-2424
Fax: 989-753-2655

E-Mail: micta@mictatech.org
Web-Site: www.mictatech.org

Credit Card Payments:

Type (circle one): VISA MasterCard Discover American Express

The Name on the Card
(Just like it is on the card - middle initinal and all):

_____

Card #: __ __ __ __- __ __ __ __- __ __ __ __- __ __ __ __

Last Three Numbers Off the Back of the Card: __ __ __

Expiration Date: __ __ / __ __

Please E-mail Receipt to:_____@_____

Signature of Card Holder:_____

AI-19993 **8.B.**

National Constables Association Membership

CC CONSENT

Date:	02/23/2010
Submitted By:	Rachel Cavazos, CONSTABLE PCT. #3
Submitted For:	Larry Gallardo
Department:	CONSTABLE PCT. #3
Agenda Category:	Membership Dues

Information

CAPTION

Constable Pct. #3:
Requesting approval to renew membership dues for the National Constables Association for Constable Lazaro Gallardo, Jr. and Chief Deputy Horaldo Sanchez, and Deputy Constable Javier Rodriguez.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1100-421-00-293-001-0-810

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

BUDGETARY IMPACT:

$180.00 available balance in req#0170255 as of 02/18/2010.rc

Attachments

Link: NCA membership dues form

Link: affidavits

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	02/18/2010 08:46 AM	APRV
2	Rosalinda Cantu	Rosie Cantu	02/19/2010 04:37 PM	APRV
3	Auditor's Office		02/19/2010 05:17 PM	NEW

Form Started By: Rachel Cavazos Started On: 02/17/2010 04:36 PM

Final Approval Date: 02/19/2010

NATIONAL CONSTABLES ASSOICATION
1719 HUNTERS RIDGE DR. W
P.O. BOX 6351
MOBILE, AL 36660-6351
Ph. 251-463-1489 Fax. 251-776-6609

NCA RENEWAL AND NEW MEMBERSHIP APPLICATION

Membership Information

Dues $60.00

ID # (Found on membership card)

Name (Last, First, Middle) Gallardo, Lazaro

Street Address or P.O. Box # 730 N. Breyfogle Rd. Ste. B

City Mission State TX Zip Code 78574

Home Phone # Business Phone # 956-581-6800 Cell Phone # 956-239-3368

Email or web site if available Larry.gallardo@co.hidalgo.tx.us

State Association if a member Assoc. Address

Dues paid members will have membership cards mailed to the address furnished and on file in the office of the secretary treasurer. All dues paid members not picking up the **First Edition NCA Patch** at the convention will be mailed first class mail one NCA patch. This is the first national constable patch NCA has authorized for production and is done in 8 vibrant colors and one that you will be proud to display. Additional patches can be ordered at the cost of $5.00 each

Please share this application with a new perspective member. The great thing about NCA is being with some of America's best. The National Convention Board Meeting and Awards Banquet held every year gives constables the opportunity to come together from around the country and recognize those that have excelled in their service. Both training and skills to build a professional constable system can be found in the association with NCA. But most of all we all work hard to Protect and Defend this Honorable Office of the Constable.

NATIONAL CONSTABLES ASSOICATION
1719 HUNTERS RIDGE DR. W
P.O. BOX 6351
MOBILE, AL 36660-6351
Ph. 251-463-1489
Fax. 251-776-6609

NCA RENEWAL AND NEW MEMBERSHIP APPLICATION

Membership Information

Dues $60.00

ID # (Found on membership card

Name (Last, First, Middle) Sanchez, Horaldo

Street Address or P.O. Box # 730 N Breyfogle Rd ste B

City Mission State TX Zip Code 78574

Home Phone # Business Phone # 956-581-6800 Cell Phone # 956-624-1190

Email or web site if available Horaldo.Sanchez@co.hidalgo.tx.us

State Association if a member Assoc. Address

Dues paid members will have membership cards mailed to the address furnished and on file in the office of the secretary treasurer. All dues paid members not picking up the **First Edition NCA Patch** at the convention will be mailed first class mail one NCA patch. This is the first national constable patch NCA has authorized for production and is done in 8 vibrant colors and one that you will be proud to display. Additional patches can be ordered at the cost of $5.00 each

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NATIONAL CONSTABLES ASSOICATION
1719 HUNTERS RIDGE DR. W
P.O. BOX 6351
MOBILE, AL 36660-6351
Ph. 251-463-1489
Fax. 251-776-6609

NCA RENEWAL AND NEW MEMBERSHIP APPLICATION

Membership Information

Dues $60.00

ID # (Found on membership card)

Name (Last, First, Middle) Rodriguez, Victor Javier

Street Address or P.O. Box # 730 N. Breyfogle Rd. Ste. B

City Mission State TX Zip Code 78574

Home Phone # Business Phone # 956-581-6800 Cell Phone # 956-562-3805

Email or web site if available B71230@sbcglobal.net

State Association if a member Assoc. Address

Dues paid members will have membership cards mailed to the address furnished and on file in the office of the secretary treasurer. All dues paid members not picking up the **First Edition NCA Patch** at the convention will be mailed first class mail one NCA patch. This is the first national constable patch NCA has authorized for production and is done in 8 vibrant colors and one that you will be proud to display. Additional patches can be ordered at the cost of $5.00 each

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FAX

To: **Rosalinda Cantu**
Company: Hidalgo County Budget Department
Fax: 956-292-7035
Phone:

From: **Raquel Ramos**
Company: **Hidalgo County - Constable Precinct 3**
Fax: 956-519-4245
Phone: 956-581-6800
E-mail: raquel.ramos@co.hidalgo.tx.us

Notes:

THE COUNTY OF HIDALGO TEXAS

Date and time of transmission: 2/19/2010 4:29:38 PM
Number of pages including this cover sheet: 4

TO THE COUNTY AUDITOR
AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES

THE STATE OF TEXAS

COUNTY OF HIDALGO

I, Lazaro Gallardo, Jr., do hereby state that my membership in the National Constables Association on behalf of Hidalgo County and dues to be paid by Hidalgo County is necessary in the performance of my duties as an official employee of Hidalgo County. I further state to the best of my knowledge and belief the following:

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

SIGNATURE: Lazaro Gallardo Jr. DATE: 02-19-10

TITLE: Constable

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

(SEAL) RAQUEL V. CAVAZOS MY COMMISSION EXPIRES April 23, 2010

Raquel V Cavazos
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

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

COUNTY AUDITOR'S FORM: RE-CA-041
REVISED: 02/2007

TO THE COUNTY AUDITOR
AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES

THE STATE OF TEXAS

COUNTY OF HIDALGO

I, Horaldo Sanchez, do hereby state that my membership in the National Constables Association on behalf of Hidalgo County and dues to be paid by Hidalgo County is necessary in the performance of my duties as an official employee of Hidalgo County. I further state to the best of my knowledge and belief the following:

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

SIGNATURE: Horaldo Sanchez DATE: 02-19-10

TITLE: Chief Deputy Constable

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

RAQUEL V. CAVAZOS
MY COMMISSION EXPIRES
April 23, 2010

(SEAL)

Raquel V. Cavazos
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

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

COUNTY AUDITOR'S FORM: RE-CA-041
REVISED: 02/2007

TO THE COUNTY AUDITOR
AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES

THE STATE OF TEXAS

COUNTY OF HIDALGO

I, Victor Javier Rodriguez, do hereby state that my membership in the National Constables Association on behalf of Hidalgo County and dues to be paid by Hidalgo County is necessary in the performance of my duties as an official employee of Hidalgo County. I further state to the best of my knowledge and belief the following:

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

SIGNATURE: [signature] DATE: 02-19-10

TITLE: Deputy Constable

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

(SEAL)

RAQUEL V. CAVAZOS
MY COMMISSION EXPIRES
April 23, 2010

[signature]
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

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

COUNTY AUDITOR'S FORM: RE-CA-041
REVISED: 02/2007

AI-20027 **8.C.**

2010 Membership Dues - (various) Comm.Court

CC CONSENT

Date: 02/23/2010
Submitted By: Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Department: COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category: Membership Dues

Information

CAPTION

Commissioners' Court:
Approval of 2010 Membership Dues of the following (with authority for County Treasurer to issue check after review and auditing procedures are completed by County Auditor):

Organization	Amount	Acct. #
Amigos Del Valle, Inc.	5,000.00	0-1100-444-00-115-067-0-810
County Judges & Comm. Assoc. of Texas	2,100.00	0-1100-413-30-115-017-0-810
Texas Conference of Urban Counties	18,985.00	0-1100-413-30-115-017-0-810
National Association of Counties (NACO)	10,420.00	0-1100-413-30-115-017-0-810

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1100-444-00-115-067-0-810
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
Funding available as of 02/19/10 $5,000.00.

FISCAL YEAR: 2010 ACCT. #: 0-1100-413-30-115-017-0-810
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
Funding available as of 02/19/10 $55,000.00.

Attachments

Link: invoices and affidavit

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	02/19/2010 04:03 PM	APRV
2	Erika Zamora	Erika Zamora	02/19/2010 04:49 PM	APRV
3	Auditor's Office		02/19/2010 05:17 PM	NEW

Form Started By: Monica Badillo Started On: 02/19/2010 01:33 PM

Final Approval Date: 02/19/2010

Amigos Del Valle, Inc.

1116 N. Conway Avenue
Mission, Texas 78572
Phone (956) 581-9494
Fax (956) 581-2210

"CELEBRATING 35 YEARS OF SERVICE"

RECEIVED
OCT 13 2009
COUNTY JUDGE

BOARD OFFICERS
EMILIO VERA, JR.
Member At-Large, Willacy County
President
VICTOR G. TREVINO
Member-At-Large, Cameron County
Vice President
MINNIE MARTINEZ
Cameron County
Secretary
ARMANDO GARZA, JR.
City Commissioner, San Juan
Treasurer
JIM DARLING
City Commissioner, McAllen
Member

BOARD MEMBERS
EDWARD C. CAMARILLO
City Commissioner, Brownsville
JOSE G. GARZA, JR.
City Councilman, Donna
GENE ESPINOZA
City Councilman, Edinburg
LARRY GALBREATH
City Commissioner, Harlingen
HECTOR "TITO" PALACIOS
County Commissioner, Hidalgo County
DIANNA G. TOVAR
City Councilwoman, Mercedes
AIDA LERMA
Public Relations Director, Mission
SANTIAGO SALINAS
Community Development
Program Monitor, Pharr
MARY GUTIERREZ
City Commissioner, Raymondville
ARMANDO GARZA, JR.
City Commissioner, San Juan
ELOY R. ALANIZ
Volunteer, Weslaco
ELIBERTO GUERRA
Willacy County
IRMA R. GARCIA
Banking / Finance
ELEAZAR J. ROMERO
Member At-Large, Hidalgo County
NORBERTO "BETO" SALINAS
Member Emeritus

EXECUTIVE DIRECTOR

JOSE EMANUEL GARZA

October 8, 2009

Honorable Judge J. D. Salinas
County Of Hidalgo
P. O. Box 1356
Edinburg, Texas 78539

Dear Judge Salinas:

Attached is our agency's County of Hidalgo membership dues' statement for Fiscal Year 2009-2010.

Your membership dues assist us in meeting our local cash match requirements for our Senior Nutrition and Transportation Projects' federal/state grants. These funds are used to expand such Projects' services to seniors in your County and the Lower Rio Grande Valley.

We continue to count on your valuable assistance to seniors through our agency and are very grateful for your long-standing commitment and participation in our agency's Projects' services and activities.

If you have any questions, please call me at your convenience at (956) 581-9494, Extension 106.

Sincerely,

Jose E. Garza,
Executive Director

cc: Commissioner Hector "Tito" Palacios, Hidalgo County

Amigos Del Valle, Inc.

1116 N. Conway Ave., Mission, Texas 78572
(956) 581-9494

STATEMENT

To: Judge J.D. Salinas
County Of Hidalgo

Date: October 8, 2009

Description	Amount
Membership Dues:	
For Fiscal Year October 1, 2009 to September 30, 2010	$5,000.00
0-1100-444-00-115-067-0-810	
Total Due:	**$5,000.00**

INVOICE RECEIVED BY: [illegible] on 10/13/09
GOODS/SERVICES RECEIVED BY: [illegible] on _____

TO THE COUNTY AUDITOR
AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES

THE STATE OF TEXAS

COUNTY OF HIDALGO

I, Rene A. Ramirez, do hereby state that my membership in the Amigos Del Valle, Inc. on behalf of Hidalgo County and dues to be paid by Hidalgo County is necessary in the performance of my duties as an official employee of Hidalgo County. I further state to the best of my knowledge and belief the following:

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

SIGNATURE: _____ DATE: _____

TITLE: _____

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

_____
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

(S E A L)

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

County Judges & Commissioners Assoc. of Texas
402 W. 12th Street
Austin, Texas 78701

RECEIVED
FEB 03 2010
COUNTY JUDGE

INVOICE
ANNUAL COUNTY DUES

Taxpayer I.D. # 74-2611550

Hon. Rene Ramirez
Hidalgo County Judge
P. O. Box 1356
Edinburg, TX 78540

RECEIVED
OFFICE OF EXECUTIVE OFFICER
ON: 2/8/10 BY:

February 1, 2010

YEAR	COUNTY	ASSESSED DUES FOR CALENDAR YEAR	PAST DUE	TOTAL AMOUNT DUE
2010	Hidalgo	$2100.00		$2100.00

0-1100-413-3015-017-0-810

The County Judges and Commissioners Association of Texas is requesting payment of your annual county dues in the amount specified above. The dues are assessed based on the population of your county, from the 2000 census. As directed by the Executive Board, the dues for 2010 have remained at the 2006 level.

The dues paid by the counties are utilized in the following ways:

Legislative: Jim Allison, General Counsel, monitors the legislative session, all called special sessions, and interim hearings. The State Officers supervise and assist in the support of our legislative program.

Consultation: Jim and his staff are available for free telephone and email consultation for important problems in your county. Phone numbers: (512) 482-0701, (800) 733-0699; Email address: j.allison@allison-bass.com

Education: Together with the Texas Association of Counties and the V.G. Young Institute of County Government, we have contracted with an educational consultant for a complete revision of the Advanced Curriculum. Our educational programs are a vital part of our organization, and we need to maintain their excellence. The State Association Education Committee monitors and certifies the Continuing Education Program for County Commissioners.

County Progress Magazine provides informative monthly articles of special interest to us. Your dues include an annual subscription for each member of the Commissioners Court. By your support, we will be able to continue these services for each of you.

Please make check payable to:
County Judges and Commissioners Association of Texas
Mail to:
Judge Don Allred, First Vice-President
P. O. Box 195
Vega, Texas 79092

If you have questions, please call:

Comm. Ray Meadows, President
County Judges & Commissioners Association of Texas
(254) 757-5064

County Judges & Commissioners Assoc. of Texas
402 W. 12th Street
Austin, Texas 78701

INVOICE
ANNUAL COUNTY DUES

Taxpayer I.D. # 74-2611550

Hon. Rene Ramirez
Hidalgo County Judge
P. O. Box 1356
Edinburg, TX 78540

February 1, 2010

YEAR	COUNTY	ASSESSED DUES FOR CALENDAR YEAR	PAST DUE	TOTAL AMOUNT DUE
2010	Hidalgo	$2100.00		$2100.00

The County Judges and Commissioners Association of Texas is requesting payment of your annual county dues in the amount specified above. The dues are assessed based on the population of your county, from the 2000 census. As directed by the Executive Board, the dues for 2010 have remained at the 2006 level.

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P. O. Box 195
Vega, Texas 79092

If you have questions, please call:

Comm. Ray Meadows, President
County Judges & Commissioners Association of Texas
(254) 757-5064

Form **W-9**
(Rev. November 2005)
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)
County Judges & Commissioners Association of Texas

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☑ Corporation ☐ Partnership ☐ Other ▶ ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.)
402 W. 12th Street

Requester's name and address (optional)

City, state, and ZIP code
Austin, Texas 78701

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
7	4	-	2	6	1	1	5	5	0

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. person (including a U.S. resident alien).

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 ▶ 1/4/2010

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.

U.S. person. 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.

In 3 above, 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.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

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,

TO THE COUNTY AUDITOR
AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES

THE STATE OF TEXAS

COUNTY OF HIDALGO

I, Rene A. Ramirez, do hereby state that my membership in the County Judges & Commissioners Association of Texas on behalf of Hidalgo County and dues to be paid by Hidalgo County is necessary in the performance of my duties as an official employee of Hidalgo County. I further state to the best of my knowledge and belief the following:

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

SIGNATURE: _____ DATE: _____

TITLE: _____

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

_____

NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

(S E A L)

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

TEXAS Conference of
Urban Counties

0-1100-413-30-115-017-0-810

RECEIVED
OFFICE OF EXECUTIVE OFFICER
DEC 02 2009

RECEIVED
DEC 02 2009
COUNTY JUDGE

November 24, 2009

Hidalgo County Commissioners Court
Attention: Judge Rene Ramirez
P.O. Box 1356
Edinburg, Texas 78540

Chairman
Judge
Mike Bradford
Midland County

Chair Elect
Commissioner
Mike Cantrell
Dallas County

Immediate Past Chair
Judge
Glen Whitley
Tarrant County

Vice-Chairmen
Comm. Tommy Adkisson
Bexar County
Comm. Sylvia Garcia
Harris County
Comm. Andy Meyers
Fort Bend County
Comm. Jay Millikin
Comal County

Executive Director
Donald Lee

Member Counties
Bell ~ Bexar
Brazoria ~ Brazos
Cameron ~ Chambers
Collin ~ Comal
Dallas ~ Denton
El Paso ~ Ellis
Fort Bend ~ Galveston
Grayson ~ Gregg
Guadalupe ~ Harris
Hays ~ Hidalgo
Hunt ~ Jefferson
Johnson ~ Kaufman
Lubbock ~ McLennan
Midland ~ Nueces
Randall ~ Rockwall
San Patricio ~ Tarrant
Travis ~ Williamson
Wise

500 West 13th Street
Austin, TX 78701

Phone: 512.476.6174
Fax: 512.476.5122

www.cuc.org

Statement of Annual Dues for Hidalgo County

2008 Est. Population: 726,604

Urban County dues are $3,000 per county plus 2.2 cents per capita, as approved by Urban Counties members on 04/29/2009. The dues formula is the same as the previous year.

2010 Urban Counties Dues: $18,985

Please make checks payable to Texas Conference of Urban Counties and mail to:

Texas Conference of Urban Counties
500 West 13th Street
Austin, Texas 78701

Urban Counties Federal ID #: 74-3019904

Urban Counties Programs & Services

Intergovernmental Relations (IGR) Program

Represents the interests of urban counties in the Texas policy making process. Among many other priorities, some IGR projects are:

- Promote legislation to improve the delivery of governmental services, make local government more effective, and reduce the overall cost of government;
- Maintain continuous dialogue with state officials regarding proposals to limit county revenue options and modify property taxes;
- Promote action to prevent prison overcrowding and jail backlogs;
- Opposition to unfunded mandates and restrictions on county authority;
- Promotion of fair funding for urban counties — based on population or number of clients, rather than equal funding per county;
- Monitor and interact on behalf of counties in state agency policy changes;
- During the 81st Legislative Session: 7,500 bills reviewed; 2,300 tracked and summarized; and over 100 directly impacted;
- The Policy Analysis Project Report – a weekly analysis of legislation, attorney general opinions and state agency rule changes;
- The Urban Counties Clippings Service - daily emails containing articles of interest to county officials from state and national newspapers; and
- Urban Counties Newsletters on county issues and state policy developments.

Education Program

Provides urban county officials with continuing education events, including:

- Urban Counties luncheons;
- Biennial Education Conference; and
- Critical Issues Workshops and Executive Roundtables.

TechShare Program

Develops collaborative technology projects and shared technology resources to save counties money. Projects include:

- Court Management System Software, saving fourteen counties over $32.7 million in acquisition and implementation costs; and
- Case Management System for Juvenile Probation, saving three counties $6 million in development costs.

TO THE COUNTY AUDITOR
AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES

THE STATE OF TEXAS

COUNTY OF HIDALGO

I, Rene A. Ramirez, do hereby state that my membership in the Texas Conference of Urban Counites on behalf of Hidalgo County and dues to be paid by Hidalgo County is necessary in the performance of my duties as an official employee of Hidalgo County. I further state to the best of my knowledge and belief the following:

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

SIGNATURE: _____ DATE: _____

TITLE: _____

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

_____

NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

(S E A L)

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

NACo National Association of Counties
The Voice of America's Counties

Date: 01/26/2010

Statement: 58982

ID: 000048215O

Hidalgo County
100 E Cano St Fl 4
Edinburg, TX 78539-4582

RECEIVED
FEB 01 2010
COUNTY JUDGE

REMITTANCE ADDRESS:

P.O. BOX 79007
Baltimore, MD 21279-0007
EIN# 53-0190321
Please contact NACo with questions about this charge at (202)942.4291 / Fax: (202)393.2630

INVOICE NUMBER	INVOICE DATE	DESCRIPTION	INVOICE AMOUNT	AMOUNT OWED
		County Membership Dues		
58982	9/21/2009	01/01/2010 - 12/31/2010	$10,420.00	$10,420.00
		2010 Dues remain the same for a third year in a row per the NACo Board of Directors. Thank you for your membership in NACo!		
		Your membership provides you with access to a wealth of exclusive member benefits that can save you money! Renew now and don't lose a moment of your tremendous membership benefits!		
		If you need additional information, please contact Ilene Manster, Membership Coordinator, at (202)942-4291 or e-mail imanster@naco.org.		
		INVOICE RECEIVED BY: _____ on 2/8/10		
		GOODS/SERVICES RECEIVED BY: _____ on _____		
		0-1100-413-30-1150-17-0-810		$10,420.00

▼ PAYMENT FROM ▼

▼ PLEASE RETURN WITH PAYMENT ▼

ID: 000048215O

Date: 1/26/2010

Hidalgo County
100 E Cano St Fl 4
Edinburg, TX 78539-4582

Statement: 58982

RECEIVED
OFFICE OF EXECUTIVE OFFICER
ON: 2/3/10 BY: _____

NACo
P.O. BOX 79007
BALTIMORE, MD 21279-0007

Please check method of payment:

❑ Check Enclosed ❑ American Express 

❑ Visa  ❑ Mastercard  ❑ Discover 

PLEASE INDICATE AMOUNT ENCLOSED OR TO BE CHARGED

Card No.: | | | | | | | | | | | | | | | |

$

Expiration Date: _____ Cardholder's Signature: _____

Participation and Membership Benefits Report

This report provides a detailed summary of services and dollars your county has received as a direct benefit from being a member of NACo.

Hidalgo County, TX

NACo Member County

100 N Closner Blvd
County Courthouse
Edinburg, TX 78539-3523
Phone: (956)318-2600
Fax: (956)318-2699
Website: http://www.co.hidalgo.tx.us/

County Seat: Edinburg
Year Organized: 1852
Square Miles: 1,569
Size of Board: 5
MSA: McAllen-Edinburg-Mission, TX Metropolitan Statistical Area
FIPS ID: 48215
County Dues: $ 10,420.00

	2005	2000	1990	1980
Population	678,275	569,463	383,545	279,857
Population/Sq Mile	432	362	244	178

NACo Program Participation

U.S. Communities Participant · Annual Savings

2008	2007	2006	2005
$ 19,694	$ 10,428	$ 5,994	$ 226

Federal Funds Lobbied for by NACo

At the federal level, NACo works to increase, maintain or create funding for programs that benefit county governments and their residents. It is important to note that these programs listed here represent the types of programs on which NACo lobbies. This is not the complete list of all the federal funds counties receive, but a sample of specific federal programs through which counties receive funding as a result of NACo's lobbying efforts.

Year	PILT	SCAAP	CDBG	HOME	SRS
2009	$ 0	$ 0	$ 8,439,993	$ 2,986,003	$ 0
2008	$ 0	$ 473,298	$ 8,340,418	$ 2,685,837	$ 0
2007	$ 0	$ 241,214	$ 8,632,714	$ 2,764,988	$ 0

Economic Recovery Funds

Year	CDBG Recovery Funded	EECBG	NSP1	Byrne JAG
2009	$ 2,265,128	$ 3,539,500	$ 2,867,058	$ 519,453

NACo Educational & Professional Development

Conference / Event	Total Attendees
2009 Annual Conference and Exposition	1
2008 Legislative Conference	1
2008 Annual Conference	1
2007 Legislative Conference	2

Year	Webinar	Total Attendees
2009	Energy Efficiency And Conservation Block Grant	1
2009	Leading in Tough Times - County Budget Strategies During Recession	1

Publications and Subscriptions

County News	14
eNews	15

TO THE COUNTY AUDITOR
AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES

THE STATE OF TEXAS

COUNTY OF HIDALGO

I, Rene A. Ramirez, do hereby state that my membership in the NACO on behalf of Hidalgo County and dues to be paid by Hidalgo County is necessary in the performance of my duties as an official employee of Hidalgo County. I further state to the best of my knowledge and belief the following:

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

SIGNATURE: _____ DATE: _____

TITLE: _____

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

_____
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

(S E A L)

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

AI-19997 **8.D.**

Membership Dues

CC CONSENT

Date: 02/23/2010
Submitted By: Fred Zamarripa, TREASURER'S OFFICE
Submitted For: Norma Garcia
Department: TREASURER'S OFFICE

Information

CAPTION

County Treasurer:
Requesting approval to pay 2010 Texas Association of Counties - County Investment Officer annual dues for Norma G. Garica, Alfredo Zamarripa, and James Hodge in the amount of $225.00 each, with authority for County Treasurer to issue check after review, audit, and processing procedures are completed by County Auditor.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1100-415-16-150-001-0-810
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Funding available in Requistion#'s 170730, 170733, and 170734 in the amounts of $225.00 each as of 2/19/10 for Texas Association of Counties.

Attachments

Link: Invoice & Affidavit

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	02/18/2010 08:50 AM	APRV
2	Erika Zamora	Erika Zamora	02/19/2010 04:11 PM	APRV
3	Auditor's Office		02/19/2010 05:17 PM	NEW

Form Started By: Fred Zamarripa
Started On: 02/17/2010 04:49 PM

Final Approval Date: 02/19/2010

TO THE COUNTY AUDITOR
AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES

THE STATE OF TEXAS
COUNTY OF HIDALGO

I, Norma G. Garcia, do hereby state that my membership in the Texas Association Of Counties on behalf of Hidalgo County and dues to be paid by Hidalgo County is necessary in the performance of my duties as an official employee of Hidalgo County. I further state to the best of my knowledge and belief the following:

1. My participation in the association or organization is for the betterment of County Government and the benefit of me as a County official or employee;
2. The association or organization is not affiliated with a labor organization;
3. Neither the association or organization nor an employee of the association or organization directly or indirectly influences or attempts to influence the outcome of any legislation pending before the legislature.
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SIGNATURE: Norma G. García DATE: 02/10/10

TITLE: Hidalgo County Treasurer

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

NOTARY PUBLIC STATE OF TEXAS
ALFREDO ZAMARRIPA
My Commission Expires
October 05, 2011

(S E A L)

Alfredo Zamarripa
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

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

Texas Association of Counties

RECEIVED BY
HIDALGO COUNTY TREASURER
2010 FEB 8 PM 3 20

P. O. Box 2131
Austin, Texas 78768
(800) 456-5974

INVOICE

January 11, 2010
For TAC Use:
22931 / 22931

Invoice No. 22806

Honorable Norma G. Garcia, CIO
Treasurer
Hidalgo County
2810 S US Highway 281
Edinburg, TX 78539-6243

DESCRIPTION		AMOUNT
County Investment Officer Annual Dues	(01/01/2010 - 12/31/2010)	225.00
	Total Due	**225.00**

REMIT TO: Texas Association of Counties
CIO Dues
P.O. Box 2131
Austin, TX 78768

PLEASE REMIT WITH PAYMENT

CIODUES

Bill To ID / ID 22931 / 22931
Honorable Norma G. Garcia, CIO, Treasurer
Hidalgo County

Amount Due : 225.00

Amount Enclosed : _____

Texas Association of Counties
CIO Dues
P.O. Box 2131
Austin, TX 78768

TO THE COUNTY AUDITOR
AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES

THE STATE OF TEXAS
COUNTY OF HIDALGO

I, Alfredo Zamarripa, do hereby state that my membership in the Texas Association of Counties on behalf of Hidalgo County and dues to be paid by Hidalgo County is necessary in the performance of my duties as an official employee of Hidalgo County. I further state to the best of my knowledge and belief the following:

1. My participation in the association or organization is for the betterment of County Government and the benefit of me as a County official or employee;
2. The association or organization is not affiliated with a labor organization;
3. Neither the association or organization nor an employee of the association or organization directly or indirectly influences or attempts to influence the outcome of any legislation pending before the legislature.
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SIGNATURE: Alfredo Zamarripa DATE: 02/09/10

TITLE: Chief Deputy II

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

MONICA BADILLO
Notary Public, State of Texas
My Commission Expires
04-21-2011

Monica Badillo
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

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

Texas Association of Counties

RECEIVED BY
HIDALGO COUNTY TREASURER
2010 FEB 9 PM 2 58

P. O. Box 2131
Austin, Texas 78768
(800) 456-5974

INVOICE

January 11, 2010
For TAC Use:
195949 / 195949

Invoice No. 22847

Mr. Alfredo Zamarripa, CIO
Assistant Treasurer
Hidalgo County
100 E Cano St Fl 3
Edinburg, TX 78539-4582

DESCRIPTION		AMOUNT
County Investment Officer Annual Dues	(01/01/2010 - 12/31/2010)	225.00
	Total Due	**225.00**

REMIT TO: Texas Association of Counties
CIO Dues
P.O. Box 2131
Austin, TX 78768

PLEASE REMIT WITH PAYMENT

CIODUES

Bill To ID / ID 195949 / 195949
Mr. Alfredo Zamarripa, CIO, Assistant Treasurer
Hidalgo County

Amount Due : 225.00

Amount Enclosed : _____

Texas Association of Counties
CIO Dues
P.O. Box 2131
Austin, TX 78768

TO THE COUNTY AUDITOR
AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES

THE STATE OF TEXAS
COUNTY OF HIDALGO

I, James Hodge, do hereby state that my membership in the Texas Association of Counties on behalf of Hidalgo County and dues to be paid by Hidalgo County is necessary in the performance of my duties as an official employee of Hidalgo County. I further state to the best of my knowledge and belief the following:

1. My participation in the association or organization is for the betterment of County Government and the benefit of me as a County official or employee;
2. The association or organization is not affiliated with a labor organization;
3. Neither the association or organization nor an employee of the association or organization directly or indirectly influences or attempts to influence the outcome of any legislation pending before the legislature.
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SIGNATURE: James Hodge DATE: 2-9-10

TITLE: Accts. Payable/Payroll Data Specialist

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

NOTARY PUBLIC
ALFREDO ZAMARRIPA
My Commission Expires
October 05, 2011
(SEAL)

Alfredo Zamarripa
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

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

Texas Association of Counties

RECEIVED BY
HIDALGO COUNTY TREASURER
2010 FEB 8 PM 3 19

P. O. Box 2131
Austin, Texas 78768
(800) 456-5974

INVOICE

January 11, 2010
For TAC Use:
229530 / 229530

Invoice No. 22964

Mr. James Hodge, CIO
Accts. Payable/Payroll Data Specialist
Hidalgo County
2810 S US Highway 281
Edinburg, TX 78539-6243

DESCRIPTION		AMOUNT
County Investment Officer Annual Dues	(01/01/2010 - 12/31/2010)	225.00
	Total Due	**225.00**

REMIT TO: Texas Association of Counties
CIO Dues
P.O. Box 2131
Austin, TX 78768

PLEASE REMIT WITH PAYMENT

CIODUES

Bill To ID / ID 229530 / 229530
Mr. James Hodge, CIO, Accts. Payable/Payroll Data Specialist
Hidalgo County

Amount Due : 225.00
Amount Enclosed : _____

Texas Association of Counties
CIO Dues
P.O. Box 2131
Austin, TX 78768

AI-19933 **9.A.**

Financial Report

CC CONSENT

Date:	02/23/2010
Submitted By:	Linda Galaviz, HEAD START
Submitted For:	Edmundo Garcia
Department:	HEAD START
Agenda Category:	Head Start

Information

CAPTION

Approval of Financial Report: January 2010

BACKGROUND

Policy Council Approval: 02.17.10

Fiscal Impact

FISCAL YEAR: ACCT. #:

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

BUDGETARY IMPACT:

No Fiscal Impact

Attachments

Link: Financial Report

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	02/16/2010 09:24 AM	APRV
2	Roland Garcia	Rolando Garcia	02/18/2010 03:55 PM	APRV
3	Auditor's Office		02/19/2010 05:17 PM	NEW

Form Started By: Linda Galaviz Started On: 02/12/2010 03:07 PM

Final Approval Date: 02/19/2010

Hidalgo County Head Start Program

Policy Council Consent Agenda

DATE: February 17, 2010

SUBJECT: Approval of Program Financial Report

RATIONALE/NEED: Approval is needed to comply with the Head Start Performance Standard 1304.51(h) (1).

RECOMMENDATION: Administration recommends approval.

COST: N/A

RELATED INFORMATION INCLUDES: Financial Report-January 2010

****

INITIATED BY: Elma Keller, Finance Director EK

REVIEWED BY: Edmundo Garcia, Assistant Program Director EG

EXECUTIVE DIRECTOR'S APPROVAL: Teresa Flores

Hidalgo County Head Start Program
2010 POLICY COUNCIL BUDGET
From 1/1/2009 Through 1/31/2009

Account Code	Account Title	Total Budget	YTD Actual	YTD Encumbrance	Total Budget Variance	Percent Total Budget Remaining	Current Actual
01	SALARIES	15,632,552.45	939,506.17	0.00	14,693,046.28	93.99%	939,506.17
02	FRINGE BENEFITS	4,475,991.18	378,533.98	0.00	4,097,457.20	91.54%	378,533.98
03	OUT OF TOWN TRAVEL	10,000.00	0.00	0.00	10,000.00	100.00%	0.00
04	EQUIPMENT	90,000.00	0.00	0.00	90,000.00	100.00%	0.00
05	SUPPLIES	1,369,989.37	0.00	82,014.95	1,287,974.42	94.01%	0.00
06	OTHER COST	2,372,713.00	148,097.21	75,770.26	2,148,845.53	90.56%	148,097.21
Report Total		23,951,246.00	1,466,137.36	157,785.21	22,327,323.43	93.24%	1,466,137.36

AI-19934 **9.B.**

Advertise for Sealed Bid for Classroom Space

CC CONSENT

Date:	02/23/2010
Submitted By:	Linda Galaviz, HEAD START
Submitted For:	Edmundo Garcia
Department:	HEAD START
Agenda Category:	Head Start

Information

CAPTION

Approval to Advertise Including Approval of Specifications (as attached hereto) for Sealed Bids on Lease of Classroom Space for the Following Areas:

1. Classroom Space - Donna Area
2. Classroom Space - Edinburg Area
3. Classroom Space - Mercedes Area (2)
4. Classroom Space - McAllen Area (2)
5. Classroom Space - Mission Area (2)
6. Classroom Space - Pharr Area

BACKGROUND

Policy Council Approval: 02.17.10

Fiscal Impact

FISCAL YEAR: ACCT. #:

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

BUDGETARY IMPACT:

No Fiscal Impact

Attachments

Link: Classroom Space

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	02/16/2010 09:25 AM	APRV
2	Roland Garcia	Rolando Garcia	02/18/2010 04:02 PM	APRV
3	Auditor's Office		02/19/2010 05:17 PM	NEW

Form Started By: Linda Galaviz Started On: 02/12/2010 03:11 PM

Final Approval Date: 02/19/2010

Hidalgo County Head Start Program
Policy Council Agenda Request

DATE: February 17, 2010

SUBJECT: Discussion/Approval to Advertise Including Approval of Specifications (as attached hereto) for Sealed Bids on Lease of Classroom Space for the Following Areas:

A. Classroom Space-Donna Area
B. Classroom Space- Edinburg Area
C. Classroom Space -Mercedes Area (2)
D. Classroom Space- McAllen Area (2)
E. Classroom Space- Mission Area (2)
F. Classroom Space-Pharr Area

RATIONALE/NEED: There is a need to bid classroom space to serve children and families in the Donna, Edinburg, Mercedes, McAllen, Mission, and Pharr areas.

RECOMMENDATION: Administration recommends approval

COST: N/A

RELATED INFORMATION INCLUDED: Memo/Specifications

* * * *

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 AT

DATE: February 4, 2010

SUBJ: Classroom Space Advertisement

Currently we have a total of nine (9) locations leased to Texas Regional Properties. These locations are properties of the Texas Regional Properties secured as far back as 1998 for $10.00 a year. The county's instructions have been for us to advertise for bids and develop contracts with an option to renew on a yearly basis by utilizing an extension letter. The locations are as follows:

SPACE	AREA	Head Start Site	Name of Apartment
Classroom	Donna	Donna IV	La Amistad Apt.
Classroom	Edinburg	Edinburg III	Galilean Apt.
Classroom	Mercedes	La Herencia	La Herencia Apt.
Classroom	Mercedes	Mercedes II	La Estancia Apt.
Classroom	McAllen	McAllen IV	Padre De Vida Apt.
Classroom	McAllen	McAllen VI	El Patrimonio Apt.
Classroom	Mission	Mission III	Pueblo De Paz Apt.
Classroom	Mission	Mission IV	Rio De Vida Apt.
Classroom	Pharr	Las Milpas II	El Pueblo Apt.

The agreement attached has been reviewed by the Head Start legal counsel and the County's legal counsel. The agreements will have the option to renew on an annual basis with the same terms and conditions.

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

REQUEST FOR SEALED BIDS
HIDALGO COUNTY HEAD START PROGRAM
"LEASE OF CLASSROOM SPACE-_____ AREA"
February 23, 2010
BID NO: 2010-005-02-23

DRAFT

1) Request For Sealed Bids Letter

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

3) Exhibit A: Requirements Criteria, 6 pages

4) Exhibit B: Bid Page, 2 pages

5) Exhibit C: Insurance Requirements, 3 pages

6) Respondent/Vendor Application

7) Historically Underutilized Business (HUB) Declaration

8) Certification Regarding Debarment, & Suspension, 1 pages

9) Draft Contract for Professional Services, 10 pages

10) 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.

February 23, 2010

_____

_____

_____

RE: HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR SEALED BIDS
"LEASE OF CLASSROOM SPACE - _____ AREA"
BID NO: 2010-005-02-23

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

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1. Sealed Bids will be received for "Lease of Classroom Space - _____ AREA" 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 **"Lease of Classroom Space – _____ AREA"** 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 March 30, 2010.** 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.

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

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

8. 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.

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

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

12. 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.

13. 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.

14. 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

15. 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

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16. Schedule of Events

Sealed Bid Acceptance, 2:00 P.M.	March 30, 2010
Award of Contract	, 2010
Commence Work or Deliver Products	, 2010

17. 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.

18. Ethical Standards:

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, Hidalgo County Head Start Program or for any elected official, department head or employee or former 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,

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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.

19. 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.

20. 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.

21. 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.

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22. 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, Hidalgo County Head Start Program including, but not limited to, benefits associated with County's civil service system.

23. 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.

24. 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.

25. 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.

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26. 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.

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

28. The successful 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.

29. 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.

30. 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.

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HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR SEALED BIDS

"LEASE OF CLASSROOM SPACE"
_____ AREA

EXHIBIT A

REQUIREMENTS

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ACKNOWLEDGMENT FORM

SEALED BID FOR
HIDALGO COUNTY HEAD START PROGRAM
"LEASE OF CLASSROOM SPACE- _____ AREA"
BID NO. 2010-005-02-23

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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 the LEASE OF CLASSROOM SPACE. The Procurement Department will receive sealed envelopes containing BID for the provision of "CLASSROOM SPACE FOR THE HIDALGO COUNTY HEAD START PROGRAM" as specified herein. Sealed Bids will be accepted until 2:00 p.m., Tuesday, March 30, 2010. Any BID received after that time will not be opened and will be returned.

Deliver Submittal to:

RFQ Number: 2010-005-02-23

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) 381-0439 no later than Tuesday, March 23, 2010 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 on file 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.

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

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

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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 (RFQ) 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 QUALIFICATIONS: 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.

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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 BID from interested individuals for the purposes of leasing classroom space for the Hidalgo County Head Start Program.

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

Classroom Requirements:

1. Said Space shall have designated areas for three (3) Classrooms with adequate lighting. Each classroom must have two (2) Exits. Must have adequate space for an Office area of 8' x 10', and Playground Area.

   Exceptions / Variations: _____

   _____

2. The building should consist of minimum of 700 Sq. Ft. per Classroom Areas, Office area of 8'x10', Playground area of 3,000 square feet to accommodate 36 children at one time. Building must be located within a three (3) mile radius from an existing Head Start Centers in order to coordinate services.

   Exceptions / Variations: _____

   _____

3. Bidder must charge by the square foot for Rental Space.

   Exceptions / Variations: _____

   _____

4. The building will meet all ADA requirements.

   Exceptions / Variations: _____

   _____

5. The guest parking lot will consist of at least 8 to 10 parking space of which one (1) will be designed as handicap accessible.

   Exceptions / Variations: _____

   _____

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6. Bid premises must have handicapped accessibility toilet facilities for both men and women. Toilet facilities to accommodate sixty (60) children. Toilet facilities must meet ADA Requirements. Must also have a minimum of four (4) hand washing sink areas, as well as four (4) toilet commodes in each restroom.

   Exceptions / Variations:_____

   _____

7. Bidder will maintain liability insurance on the building plus insure building for fire, accident and natural disaster. Also, must maintain liability insurance on the premises. See Exhibit "C" Insurance Requirement.

   Exceptions / Variations:_____

   _____

8. Bid premises must have water, sewer, garbage pickup in addition to electricity and natural gas available. Lessor will be responsible for electrical maintenance.

   Exceptions / Variations: _____

   _____

9. Building should be in good working condition to provide services to clients.

   Exceptions / Variations: _____

   _____

10. Building to be constructed to comply with applicable federal, state and local building codes and regulations. If a new building is to be constructed there should be completion date of approximately 120 days from the date the bid was awarded. If completion date is not met, bid will become void/null.

    Exceptions / Variations: _____

    _____

11. There should be a designated area for deliveries preferably by the storage area.

    Exceptions / Variations: _____

    _____

12. The building should be well insulated with an ERA rating of minimum of eleven (11).

    Exceptions / Variations: _____

    _____

DRAFT

13. Central air and heating will be provided for ample cooling and heating of the entire building. Maintenance of air and heating is responsibility of Lessor.

Exceptions / Variations: _____

_____

14. The award of the bid will evidenced by a written lease agreement in a form acceptable to Hidalgo County Head Start Program. A copy of the required lease is on file at the Hidalgo County Head Start Program.

Exceptions / Variations: _____

_____

15. An existing building must be ready for occupancy with all specifications completed and in compliance with the Americans with Disabilities Act, ninety (90) days from the date awarding of the bid or the award will become void/null.

Exceptions / Variations: _____

_____

16. The contract for lease will be for an initial of one (1) year period with the Hidalgo County Head Start Program option to renew the term of the lease for a like term or other terms as may be subsequently agreed to upon by both parties. There will also be a sixty (60) day clause for termination due to lack of funding.

Exceptions / Variations: _____

_____

17. There will also be a sixty (60) day clause for termination due to lack of funding. The contract will also have a sixty (60) day clause for termination by either party without cause.

Exceptions / Variations: _____

_____

18. Hidalgo County Head Start Program reserves the right to continue this bid for a ninety (90) day grace period at the end of the contract term to allow for continued service due to any unforeseen delay in award of new bid for next contract term.

Exceptions / Variations: _____

_____

NOTICE TO BIDDERS: **IT IS MANDATORY THAT THE LEGAL DESCRIPTION OF THE PROPERTY BE PROVIDED WITH YOUR BID.**

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HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR SEALED BID

"LEASE OF CLASSROOM SPACE"
_____ AREA

EXHIBIT B

BID PAGE

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BID PAGE

REQUEST FOR SEALED BIDS
HIDALGO COUNTY HEAD START PROGRAM
"LEASE OF CLASSROOM SPACE- _____ AREA"
February 23, 2010

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:_____

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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
_____, TX 78540-0117
1901 W. State Hwy 107
McAllen, TX 78504

BID must be submitted NO LATER THAN 2:00 p.m. on Tuesday, March 30, 2010.

COST PER MONTH:

Monthly Lease Amount: $_____

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*******

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HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR SEALED BID

"LEASE OF CLASSROOM SPACE"
_____ AREA

EXHIBIT C

INSURANCE REQUIREMENTS

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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 lease and to continue at all times in force in effect during the term of this contract.

Bidder will provide insurance for building committed to repair building in case of damage.

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 this lease, 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. If replace coverage is not provided within thirty (30) days following suspension of the lease shall automatically terminate.

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.

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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

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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. Certificates of Insurance will be monitored/verified on a quarterly basis to ensure coverage policy is in place.

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

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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

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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:

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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: _____

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STATE OF TEXAS §
§
COUNTY OF HIDALGO §

LEASE AGREEMENT BETWEEN
_____ AND
HIDALGO COUNTY

This Lease is made and entered into by and between _____, herein referred to as the "LESSOR" and Hidalgo County through the Head Start Program, herein referred to as the "LESSEE" in the Lease.

In consideration of the mutual covenants and agreements set forth in this Lease, and other good and valuable consideration, LESSOR demises and leases to LESSEE, and LESSEE leases from LESSOR, that certain building described as the Head Start Building _____ _____ in and depicted in Exhibit "A", attached hereto. The premises leased hereunder are referred to in this Lease as "the Premises" or "the Leased Premises."

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ARTICLE 1. TERMS AND RENT

Term of Lease

1.01 The Leased Premises and/or land shall be used for the purpose of HEAD START CLASSROOMS AND PARENTS' MEETING subject to the special terms (if any) which may be listed below, and which shall be determined by mutual agreement of both parties. The Leased Premises are deemed for the purposes of this Agreement and constitute all 100% percent of such building in which the Leased Premises are located.

1.02 Except as otherwise provided herein, the initial term of this lease shall be for twelve (12) months commencing on _____ ("commencement date") and ending on _____ ("termination date") unless sooner terminated as provided in this Lease, or unless renewed and extended in accordance with Paragraph 1.03, hereof.

Renewal or Termination

1.03 Provided LESSEE has not defaulted in any of the terms, conditions or provisions thereof, LESSEE shall be given the right of renewal and extending the term of the lease hereof, commencing on the first day of _____, for a like term or other terms as may be subsequently agreed to upon by both parties.

Each party shall give the other Party notice of termination of the Lease, in writing, at least sixty (60) days prior to the termination of the this Agreement or any subsequent agreement, unless otherwise agreed by the parties. LESSEE shall have the right to terminate the Lease Agreement with or without cause with sixty (60) days written notice to LESSOR.

1.04 LESSEE shall comply with the Texas Department of Human Services Inspection in regards to the number of children that can safely occupy the building at any one time.

Base Rent

1.05 LESSEE agrees to pay LESSOR the maximum rent amount of _____, in one (1) yearly payment of _____ payable on the 1st day of January. Payment shall be mailed to _____ _____.

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1.06 LESSOR covenants and agrees that LESSEE on paying the rent and other charges herein provided for and observing and keeping the covenants, conditions, and terms of this Lease on LESSEE'S part to be kept or performed, shall lawfully and quietly hold, occupy, and enjoy the Leased Premises during the term of this Lease without hindrance or disruption by LESSOR or any person claiming under LESSOR except such portion of the Leased Premises, if any as shall be taken under the power of eminent domain.

LESSEE shall accept possession of Leased Premises and equipment (if any) in their present condition and location.

ARTICLE 2. TAXES

Taxes

2.01 LESSOR shall pay all real property taxes assessments until this lease either expires or terminates as provided here.

2.02 LESSOR shall pay all personal property taxes and assessments on such Leased Premises as presently owned by LESSOR.

ARTICLE 3. MAINTENANCE ON PREMISES

Permitted Use

3.01 It is agreed that all permanent improvements made to or furnished by the LESSEE on the Leased Premises shall be deemed to be and shall become part of the realty and shall belong to LESSOR upon expiration of the Lease or any extension hereof; provided, however that all window air condition units, carpeting and lighting fixtures shall be deemed chattels temporarily

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attached to realty and shall remain the personal property of LESSEE and may be removed upon termination of the Lease or any extension hereof; provided, further, that all chattels that will not damage the permanent improvement, if removed, shall be deemed the property of LESSEE and may be removed upon termination of the Lease.

3.02 LESSEE may make alteration, paint the interior or exterior of said building, and repair existing roof, but if major alterations which might adversely affect the exterior or interior of said building are desired by the LESSEE, such alterations shall not be made, nor signs erected without the written consent of LESSOR.

ARTICLE 4. MAINTENEACE ON PREMISES

4.01 LESSEE agrees to maintain the Leased Premises in a condition suitable for use for which this lease is intended.

4.02 LESSEE will keep all and singular the said building, including all of LESSOR"S fixtures, appurtenances, equipment and machinery in such repair as the same were at the commencement of the term. All repairs shall be at LESSEE'S expense and shall remain the property of the LESSOR at the termination of the lease. Reasonable use and wearing of said fixtures, appurtenances, equipment and machinery, damage thereto by accidental fire, accident, or natural disaster, shall be exempt from the provision.

4.03 LESSEE shall provide housekeeping services for said premises, limited to sweeping, mopping and emptying trash cans, at most, every two (2) working days, and waxing floors not more often than every two (2) weeks.

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4.04 In the event that the Leased Premises are destroyed by flood or other casualty, the parties agree that this lease will be terminated and shall not be in force and effect during that period of time while the Leased Premises cannot be used for the purposes intended by Agreement.

ARTICLE 5. UTILITIES

Utility Charges

5.01 LESSEE shall pay the charges for the water, sewer, garbage, trash pick up services, telephone, gas and electricity furnished to the Lease Premises during the term of this lease.

ARTICLE 6. INSURANCE AND INDEMNITY

Property Insurance

6.01 LESSOR shall insure the building and equipment covered by this lease against fire, accident, or natural disaster. In the event the building(s), or equipment or any part thereof shall, during said term or any renewal hereof, be destroyed by fire, accident, or natural disaster the same shall be thereby rendered unfit for use and habitation, then and in such case, the rent heretofore reserved, or a just and proportionate part thereof, according to the nature and extent of the injury sustained, shall be suspended or abated until said Lease Premises shall have been put in proper condition for use and habitation, by LESSEE or this lease Agreement shall thereby be terminated and ended at the election of LESSEE or its legal representatives. LESSEE shall name LESSOR as additional insured on its fire and casualty policy. LESSEE agrees to provide a copy to such policy of insurance to LESSOR at time of execution of this agreement.

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6.02 To the extent allowable under law, LESSEE agrees to hold LESSOR harmless for any liability for any accident or other legal cause of action based upon any tort which occurs on the Lease Premises, caused solely by LESSEE, its agent or employees.

6.03 LESSEE agrees that, during the term of this lease, it shall have in effect a liability insurance policy to protect LESSOR from any third party claims that may arise as a result of injuries caused to any person upon the premises herein described. The limits of this policy shall be not less than $100,000.00 per person and $300,000.00 per occurrence.

ATICLE 7. MISCELLANEOUS

7.01 This agreement shall be binding upon and insure to the benefit of the parties hereto and their respective successors, but LESSEE shall not assign any part of the premises.

7.02 LESSEE will not cause to be carried upon the premises any trade or business, which increases the rate of insurance premiums on the Leased Premises, building(s) or contents.

7.03 LESSEE will permit LESSOR at reasonable times to make such repairs as it may deem necessary for the protection of the premises.

7.04 This Agreement shall be construed under and in accordance with the laws of the State of Texas and all obligations of parties created hereunder are performable in Hidalgo County, Texas.

7.05 Commitment of Current Revenues Only. In the event that, during any term hereof, the County does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then the LESSEE may terminate

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this Agreement upon sixty (60) days written notice to the other party. The LESSEE agrees, however to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend these provisions to be a continuing right to terminate this Agreement at the expiration of each budget period of the LESSEE.

7.06 LESSEE shall permit LESSOR and its agents to enter into and upon the Leased Premises at approved specified times after written notice to LESSEE for the purpose of inspecting the same or for the purpose of maintaining or making repairs to the Leased Premises required hereby. However, the LESSOR agrees to not disrupt or interfere with the LESSOR'S program.

WAVIER OF BREACH

A wavier by either LESSOR or LESSEE of a breach of this Lease by the other party shall not constitute a continuing wavier or waiver of any subsequent breach of the Lease.

ARTICLE 8. MISCELLANEOUS

Notices and Addresses

8.01 All notices required under this Lease will be deemed delivered when deposited in certified or registered mail, addressed to the proper party, at the following addresses:

LESSOR:

_____
_____
_____
_____

LESSEE:

Hidalgo County Head Start Program
Attn: Teresa Flores, Executive Director
P.O. Box 0117
_____, TX 78540-0117

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Either party may change the address to which notices are to be sent in by giving the other party notice of the new address in the manner provided in this section.

Legal Construction

In case any one or more of the provisions contained in this agreement shall for any reason be held by the court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions of the agreement, and this agreement shall be construed as if the invalid illegal, or unenforceable provision had never been included in the agreement.

Prior Agreement

This agreement constitutes the sole and only agreement of the parties to the agreement and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this agreement.

Amendment

No amendment, modification, or alteration of the terms of this agreement shall be binding unless it is in writing, dated subsequent to the date of this agreement, and duly executed by the parties to this agreement.

Rights and Remedies Cumulative

The rights and remedies provided by this Lease agreement are cumulative, and the use of any one right or remedy by either party shall not

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preclude or waive that party's right to use any or all other remedies. The rights and remedies provided in this Lease are in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

Attorney's Fees and Costs

If, as a result of a breach of this agreement by either party, the other party employs an attorney or attorneys to enforce its rights under this Lease, then the breaching or defaulting party agrees to pay the other party the reasonable attorney's fees and cost incurred to enforce the Lease. As awarded by a court of competent jurisdiction.

Force Majeure

Neither LESSOR nor LESSEE shall be required to perform any term, conditions, or covenant in this Lease so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods, and other cause not reasonably within the control of LESSOR or LESSEE and which by the exercise of due diligence LESSOR or LESSEE is unable, wholly or in part, to prevent or overcome.

Estopple Information

LESSEE shall, at the request of LESSOR, provide any and all information with respect to this Lease to any person designated by LESSOR.

Time of Essence

Time is of the essence of this agreement.

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THE UNDERSIGNED LESSOR and LESSEE execute this Lease on the day of _____, 2010

LESSEE:

BY: _____ BY: _____
Rene Ramirez, County Judge Teresa Flores, Executive Director

LESSOR:

BY: _____

ATTEST:

BY: _____
Arturo Guajardo, JR.,
Hidalgo County Clerk

APPROVED AS TO FORM:

BY: _____ BY: _____
Ricardo Gonzalez Stephen Crain
Oxford & Gonzalez, Attorney Atlas & Hall, LLP

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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.

Please print or type

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)

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.

Form **MA- W-9** (Rev. April 2009)

AI-19912 **10.A.**

Award of bids - Home Rehab prog.

CC CONSENT

Date:	02/23/2010
Submitted By:	Estella Webber, URBAN COUNTY
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

The Urban County Program is requesting the award of bids and approval of contracts for the demolition and reconstruction of:
(1) unit in the City of Mercedes and (1) unit in the City of Weslaco in the amount of $68,000.00 to J.D. Villarreal Construction.
(1) unit in the City of Alamo area in the amount of $40,800.00 to GMH Construction.

BACKGROUND

These families were approved to receive assistance under the HOME-Homeowner Occupied Housing Rehabilitation Program by the County Commissioners' Court on November 11, 2009. Bids were received and opened at the Hidalgo County Purchasing Department on February 3, 2010.

Fiscal Impact

Attachments

Link: bid tabulation sheet

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	02/11/2010 02:48 PM	APRV
2	Perla Lopez	Perla Lopez	02/18/2010 10:17 AM	APRV
3	Auditor's Office		02/19/2010 05:17 PM	NEW

Form Started By: Estella Webber — Started On: 02/11/2010 01:45 PM

Final Approval Date: 02/19/2010

HIDALGO COUNTY PURCHASING DEPARTMENT

BID TABULATION SHEET

DEPARTMENT NAME:COUNTY OF HIDALGO COUNTY URBAN COUNTY PROGRAM

BID OPENING DATE: FEBRUARY 3, 2010 | BID OPENING TIME: 9:30 A.M.

DESCRIPTION OF BID: The demolition and reconstruction of One (1) unit in the city of Mercedes, along with One (1) unit in the city of Alamo, and One (1) unit in the city of Weslaco

CONTRACTORS	M. Vasquez (Mercedes)	A. Cortez (Alamo)	G. Pacheco (Weslaco)			
Quality Investments	$ 34,899.00	$ 44,899.00	$ 34,899.00			
CRG Homes	$ 36,900.00	$ 43,250.00	$ 36,900.00			
Hugo De Leon Construction	$ 34,200.00					
JD. Villarreal	$ 34,000.00	$ 43,000.00	$ 34,000.00			
GMH Construction		$ 40,800.00	$ 35,500.00			
Rolando's General Construction	$ 36,000.00		$ 36,000.00			

AI-19946 **10.B.**

Homebuyer contract
CC CONSENT

Date:	02/23/2010
Submitted By:	Estella Webber, URBAN COUNTY
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

Request approval to enter into one (1) "Homebuyer Assistance Program" Contract under the Home Program.

BACKGROUND

The applicant below has been found eligible to receive closing cost/down payment assistance under the HOME - Homebuyer Assistance Program. Approval is being requested to enter into contract with the following:

APPLICANT	FUNDING YEAR	GRANT AMOUNT	LENDER	LEGAL DESCRIPTION
Isael Garces	FY 2005	$5,000	USDA	Lot 76 Las Arboledas de Hidalgo Phase I Hidalgo, Texas

Fiscal Impact

FISCAL YEAR: ACCT. #:

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

BUDGETARY IMPACT:

Urban County funds will be utilized.

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	02/17/2010 08:46 AM	APRV
2	Perla Lopez	Perla Lopez	02/17/2010 09:00 AM	APRV
3	Auditor's Office		02/19/2010 05:17 PM	NEW

Form Started By: Estella Webber Started On: 02/16/2010 03:13 PM

Final Approval Date: 02/19/2010

AI-20033 **11.A.**

BLUE CROSS BLUE SHIELD OF TEXAS

CC CONSENT

Date: 02/23/2010
Submitted By: Flora Vazquez, WORKERS' COMPENSATION
Department: WORKERS' COMPENSATION
Agenda Category: Budget and Management

Information

CAPTION

1. Approval to transfer $496,627.62 to the Hidalgo County Claims bank account for Blue Cross Blue Shield Insurance Claims for period 01/23/2010 thru 02/05/2010.

01/23-29/2010	$ 256,221.66
02/01-05/2010	$ 240,405.96
TOTAL:	$ 496,627.62

2. Approval of wire transfer to cover claims paid.

BACKGROUND

Fiscal Impact

Attachments

Link: 01-23-29-2010
Link: 02-01-05-2010
Link: CERTIFICATION

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Angela Garcia	02/19/2010 03:40 PM	APRV
2	Olga Garza	Olga Garza	02/19/2010 04:13 PM	APRV
3	Auditor's Office		02/19/2010 05:17 PM	NEW

Form Started By: Flora Vazquez
Started On: 02/19/2010 03:00 PM

Final Approval Date: 02/19/2010

Account	Corporate	Invoice Pr	Invoice Nu	InvcPerFr	InvcPerTo	ClmPerFr	ClmPerTo	BARS Cus
								HIDALGO COUNTY
21185	TX1	618139	155737	1/23/2010	1/29/2010	1/23/2010	1/29/2010	TX433
21185	TX1	618139	155737	1/23/2010	1/29/2010	1/23/2010	1/29/2010	TX433
21185	TX1	618139	155737	1/23/2010	1/29/2010	1/23/2010	1/29/2010	TX433
21185	TX1	618139	155737	1/23/2010	1/29/2010	1/23/2010	1/29/2010	TX433
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21185	TX1	618139	155737	1/23/2010	1/29/2010	1/23/2010	1/29/2010	TX433
21185	TX1	618139	155737	1/23/2010	1/29/2010	1/23/2010	1/29/2010	TX433
21185	TX1	618139	155737	1/23/2010	1/29/2010	1/23/2010	1/29/2010	TX433
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21185	TX1	618139	155737	1/23/2010	1/29/2010	1/23/2010	1/29/2010	TX433
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21185	TX1	618139	155737	1/23/2010	1/29/2010	1/23/2010	1/29/2010	TX433
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21185	TX1	618139	155737	1/23/2010	1/29/2010	1/23/2010	1/29/2010	TX433
								HIDALGO COUNTY
21185	TX1	618139	155737	1/23/2010	1/29/2010	1/23/2010	1/29/2010	TX433
21185	TX1	618139	155737	1/23/2010	1/29/2010	1/23/2010	1/29/2010	TX433
21185	TX1	618139	155737	1/23/2010	1/29/2010	1/23/2010	1/29/2010	TX433
21185	TX1	618139	155737	1/23/2010	1/29/2010	1/23/2010	1/29/2010	TX433
21185	TX1	618139	155737	1/23/2010	1/29/2010	1/23/2010	1/29/2010	TX433
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21185	TX1	618139	155737	1/23/2010	1/29/2010	1/23/2010	1/29/2010	TX433
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21185	TX1	618139	155737	1/23/2010	1/29/2010	1/23/2010	1/29/2010	TX433
21185	TX1	618139	155737	1/23/2010	1/29/2010	1/23/2010	1/29/2010	TX433
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21185	TX1	618139	155737	1/23/2010	1/29/2010	1/23/2010	1/29/2010	TX433
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21185	TX1	618139	155737	1/23/2010	1/29/2010	1/23/2010	1/29/2010	TX433
21185	TX1	618139	155737	1/23/2010	1/29/2010	1/23/2010	1/29/2010	TX433
21185	TX1	618139	155737	1/23/2010	1/29/2010	1/23/2010	1/29/2010	TX433
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21185	TX1	618139	155737	1/23/2010	1/29/2010	1/23/2010	1/29/2010	TX433
21185	TX1	618139	155737	1/23/2010	1/29/2010	1/23/2010	1/29/2010	TX433

21185	TX1	618139	155737	1/23/2010	1/29/2010	1/23/2010	1/29/2010	TX433
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21185	TX1	618139	155737	1/23/2010	1/29/2010	1/23/2010	1/29/2010	TX433
21185	TX1	618139	155737	1/23/2010	1/29/2010	1/23/2010	1/29/2010	TX433
21185	TX1	618139	155737	1/23/2010	1/29/2010	1/23/2010	1/29/2010	TX433
21185	TX1	618139	155737	1/23/2010	1/29/2010	1/23/2010	1/29/2010	TX433

Settlement	Association	Group Nbr	Section N	Group Nan	Coverage	Claim Type
1	6	21185	6	HIDALGO	Blue Shield	Basic Coverage
1	6	21185	6	HIDALGO	Blue Shield	Basic Coverage
1	6	21185	6	HIDALGO	Blue Shield	Basic Coverage
1	6	21185	6	HIDALGO	Blue Shield	Basic Coverage
1	6	21185	6	HIDALGO	Blue Shield	Basic Coverage
1	6	21185	6	HIDALGO	Blue Shield	Basic Coverage
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1	6	21185	6	HIDALGO	Blue Shield	Basic Coverage
1	6	21185	6	HIDALGO	Blue Shield	Basic Coverage
1	6	21185	6	HIDALGO	Blue Shield	Basic Coverage
1	6	21185	6	HIDALGO	Blue Shield	Basic Coverage
1	6	21185	6	HIDALGO	Blue Shield	Basic Coverage
1	6	21185	6	HIDALGO	Drug	Basic Coverage
1	6	21185	16	HIDALGO	Blue Shield	Basic Coverage
1	6	21185	16	HIDALGO	Blue Shield	Basic Coverage
1	6	21185	16	HIDALGO	Blue Shield	Basic Coverage
1	6	21185	16	HIDALGO	Blue Shield	Basic Coverage
1	6	21185	16	HIDALGO	Blue Shield	Basic Coverage
1	6	21185	16	HIDALGO	Blue Shield	Basic Coverage
1	6	21185	16	HIDALGO	Blue Shield	Basic Coverage
1	6	21185	16	HIDALGO	Blue Shield	Basic Coverage
1	6	21185	16	HIDALGO	Drug	Basic Coverage
1	6	21185	16	HIDALGO	Drug	Basic Coverage
1	6	21185	16	HIDALGO	Drug	Basic Coverage
1	6	21185	16	HIDALGO	Drug	Basic Coverage
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1	6	21185	16	HIDALGO	Drug	Basic Coverage

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1	6	21185	16	HIDALGO	Blue Shield	Basic Coverage
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1	6	21185	16	HIDALGO	Blue Shield	Basic Coverage
1	6	21185	16	HIDALGO	Drug	Basic Coverage
1	6	21185	16	HIDALGO	Drug	Basic Coverage
1	6	21185	16	HIDALGO	Drug	Basic Coverage
1	6	21185	16	HIDALGO	Drug	Basic Coverage
1	6	21185	16	HIDALGO	Drug	Basic Coverage
1	6	21185	16	HIDALGO	Drug	Basic Coverage

Member ID	Document Control	Tier	Service Date	Gross Amt	Net Amt	Fee Percer
841749057	0000201002550952B00X	Single	1/5/2010	$28.16	$28.16	0.00%
841749057	0000201002550952B00X	Single	1/5/2010	$24.55	$24.55	0.00%
841749057	0000201002550952B00X	Single	1/5/2010	$49.90	$49.90	0.00%
841749057	0000201002550952B00X	Single	1/5/2010	$21.68	$21.68	0.00%
841749057	0000201002550952B00X	Single	1/5/2010	$8.15	$8.15	0.00%
841749057	0000201002550952B00X	Single	1/5/2010	$12.59	$12.59	0.00%
841749057	0000201002550952B00X	Single	1/5/2010	$16.73	$16.73	0.00%
841749057	0000201002550952B00X	Single	1/5/2010	$16.73	$16.73	0.00%
841749057	0000201002550952B00X	Single	1/5/2010	$3.00	$3.00	0.00%
841749057	0000201002550957B70X	Single	1/19/2010	$28.16	$28.16	0.00%
842764128	00002010021577T5060X	Single	12/16/2009	$5.84	$5.84	0.00%
842764128	0000201002557247Y10X	Single	12/20/2009	$13.81	$13.81	0.00%
842764128	0000201002557742X40X	Single	12/18/2009	$1.76	$1.76	0.00%
842764128	000020100285795P150X	Single	8/7/2009	$1.76	$1.76	0.00%
837257437	0000201001353000231T	Single	1/8/2010	$30.00	$30.00	0.00%
837257437	100223366297000	Single	1/22/2010	$18.90	$18.90	0.00%
	BASIC PLAN:			$281.72	$281.72	0.00%
838351781	0000201002750969V70X	Family Subscriber	1/26/2010	$1.93	$1.93	0.00%
838351781	0000201002750969V70X	Family Subscriber	1/26/2010	$34.30	$34.30	0.00%
838351781	0000201002750969V70X	Family Subscriber	1/26/2010	$27.26	$27.26	0.00%
838351781	0000201002750562S30X	Family Member	1/22/2010	$62.90	$62.90	0.00%
840807508	00002010026577S3950X	Family Subscriber	1/7/2010	$41.18	$41.18	0.00%
838011622	0000201002257955 9U0X	Family Subscriber	9/9/2009	$13.14	$13.14	0.00%
838011622	00002010026571T6180X	Family Subscriber	12/28/2009	$13.00	$13.00	0.00%
838011622	00002010026571T6180X	Family Subscriber	12/29/2009	$13.00	$13.00	0.00%
841375926	100163657769000	Single	1/16/2010	$76.26	$76.26	0.00%
841375926	100163663347000	Single	1/16/2010	$392.28	$392.28	0.00%
838351781	100205561430000	Single	1/20/2010	$211.69	$211.69	0.00%
838351781	100184203355000	Family Member	1/18/2010	$15.36	$15.36	0.00%
838351781	100185216888000	Family Member	1/18/2010	$6.05	$6.05	0.00%
836879087	100195303498000	Family Member	1/19/2010	$210.43	$210.43	0.00%
836879087	100215498675000	Family Member	1/21/2010	$56.12	$56.12	0.00%
840244139	100178358023000	Single	1/17/2010	$306.03	$306.03	0.00%
838011622	100164960311000	Single	1/16/2010	$7.60	$7.60	0.00%
838011622	100196749844000	Single	1/19/2010	$114.16	$114.16	0.00%
842418797	100224057896000	Single	1/22/2010	$103.28	$103.28	0.00%
	BUY-UP PLAN:			$1,705.97	$1,705.97	0.00%
840640996	0000201002250167T70X	Single	1/13/2010	$42.54	$42.54	0.00%
840640996	0000201002250167T70X	Single	1/13/2010	$8.15	$8.15	0.00%

840640996	0000201002250167T70X	Single	1/13/2010	$14.06	$14.06	0.00%
840640996	0000201002250167T70X	Single	1/13/2010	$2.36	$2.36	0.00%
840640996	0000201002250167T70X	Single	1/13/2010	$5.43	$5.43	0.00%
840640996	0000201002250167T70X	Single	1/13/2010	$3.00	$3.00	0.00%
840640996	000020100255035P710X	Single	1/20/2010	$42.54	$42.54	0.00%
840640996	000020100255035P710X	Single	1/20/2010	$26.91	$26.91	0.00%
840640996	000020100255035P710X	Single	1/20/2010	$23.30	$23.30	0.00%
840640996	000020100255035P710X	Single	1/20/2010	$25.50	$25.50	0.00%
839776658	0000201002750411H80X	Single	1/25/2010	$42.54	$42.54	0.00%
839776658	0000201002750412H00X	Single	12/18/2009	$135.10	$135.10	0.00%
839776658	0000201002750412H00X	Single	12/21/2009	$78.00	$78.00	0.00%
839776658	0000201002750412H00X	Single	12/22/2009	$54.45	$54.45	0.00%
839776658	0000201002750412H00X	Single	12/23/2009	$54.45	$54.45	0.00%
839776658	0000201002750412H00X	Single	12/24/2009	$54.45	$54.45	0.00%
839776658	0000201002750412H00X	Single	12/25/2009	$54.45	$54.45	0.00%
840640996	100185925726000	Single	1/18/2010	$1,527.05	$1,527.05	0.00%
844884031	100195973796000	Single	1/19/2010	$102.65	$102.65	0.00%
839517610	100203418094000	Single	1/20/2010	$60.93	$60.93	0.00%
839517610	100203639508000	Family Member	1/20/2010	$210.43	$210.43	0.00%
839517610	100203686308000	Family Member	1/20/2010	$101.36	$101.36	0.00%
839517610	100203775816000	Family Member	1/20/2010	$3.28	$3.28	0.00%
	BUY-UP PLAN:			$2,672.93	$2,672.93	0.00%
		TOTAL:		$4,660.62		

Fee Amt	Case Nbr
$0.00	
$0.00	
$0.00

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Account	Corporate	Invoice Pr	Invoice Nu	InvcPerFr	InvcPerTo	ClmPerFr	ClmPerTo	BARS Cus
HIDALGO COUNTY								
21185	TX1	618139	156688	2/1/2010	2/5/2010	2/1/2010	2/5/2010	TX433
21185	TX1	618139	156688	2/1/2010	2/5/2010	2/1/2010	2/5/2010	TX433
21185	TX1	618139	156688	2/1/2010	2/5/2010	2/1/2010	2/5/2010	TX433
21185	TX1	618139	156688	2/1/2010	2/5/2010	2/1/2010	2/5/2010	TX433
21185	TX1	618139	156688	2/1/2010	2/5/2010	2/1/2010	2/5/2010	TX433
21185	TX1	618139	156688	2/1/2010	2/5/2010	2/1/2010	2/5/2010	TX433
21185	TX1	618139	156688	2/1/2010	2/5/2010	2/1/2010	2/5/2010	TX433
21185	TX1	618139	156688	2/1/2010	2/5/2010	2/1/2010	2/5/2010	TX433
21185	TX1	618139	156688	2/1/2010	2/5/2010	2/1/2010	2/5/2010	TX433
21185	TX1	618139	156688	2/1/2010	2/5/2010	2/1/2010	2/5/2010	TX433
21185	TX1	618139	156688	2/1/2010	2/5/2010	2/1/2010	2/5/2010	TX433
21185	TX1	618139	156688	2/1/2010	2/5/2010	2/1/2010	2/5/2010	TX433
21185	TX1	618139	156688	2/1/2010	2/5/2010	2/1/2010	2/5/2010	TX433
21185	TX1	618139	156688	2/1/2010	2/5/2010	2/1/2010	2/5/2010	TX433
21185	TX1	618139	156688	2/1/2010	2/5/2010	2/1/2010	2/5/2010	TX433
21185	TX1	618139	156688	2/1/2010	2/5/2010	2/1/2010	2/5/2010	TX433
21185	TX1	618139	156688	2/1/2010	2/5/2010	2/1/2010	2/5/2010	TX433
HIDALGO COUNTY								
21185	TX1	618139	156688	2/1/2010	2/5/2010	2/1/2010	2/5/2010	TX433
21185	TX1	618139	156688	2/1/2010	2/5/2010	2/1/2010	2/5/2010	TX433
21185	TX1	618139	156688	2/1/2010	2/5/2010	2/1/2010	2/5/2010	TX433
21185	TX1	618139	156688	2/1/2010	2/5/2010	2/1/2010	2/5/2010	TX433
21185	TX1	618139	156688	2/1/2010	2/5/2010	2/1/2010	2/5/2010	TX433
21185	TX1	618139	156688	2/1/2010	2/5/2010	2/1/2010	2/5/2010	TX433
21185	TX1	618139	156688	2/1/2010	2/5/2010	2/1/2010	2/5/2010	TX433
21185	TX1	618139	156688	2/1/2010	2/5/2010	2/1/2010	2/5/2010	TX433
21185	TX1	618139	156688	2/1/2010	2/5/2010	2/1/2010	2/5/2010	TX433
21185	TX1	618139	156688	2/1/2010	2/5/2010	2/1/2010	2/5/2010	TX433
21185	TX1	618139	156688	2/1/2010	2/5/2010	2/1/2010	2/5/2010	TX433
21185	TX1	618139	156688	2/1/2010	2/5/2010	2/1/2010	2/5/2010	TX433
21185	TX1	618139	156688	2/1/2010	2/5/2010	2/1/2010	2/5/2010	TX433
21185	TX1	618139	156688	2/1/2010	2/5/2010	2/1/2010	2/5/2010	TX433
21185	TX1	618139	156688	2/1/2010	2/5/2010	2/1/2010	2/5/2010	TX433
21185	TX1	618139	156688	2/1/2010	2/5/2010	2/1/2010	2/5/2010	TX433
21185	TX1	618139	156688	2/1/2010	2/5/2010	2/1/2010	2/5/2010	TX433
21185	TX1	618139	156688	2/1/2010	2/5/2010	2/1/2010	2/5/2010	TX433
21185	TX1	618139	156688	2/1/2010	2/5/2010	2/1/2010	2/5/2010	TX433
21185	TX1	618139	156688	2/1/2010	2/5/2010	2/1/2010	2/5/2010	TX433
21185	TX1	618139	156688	2/1/2010	2/5/2010	2/1/2010	2/5/2010	TX433
21185	TX1	618139	156688	2/1/2010	2/5/2010	2/1/2010	2/5/2010	TX433
21185	TX1	618139	156688	2/1/2010	2/5/2010	2/1/2010	2/5/2010	TX433
21185	TX1	618139	156688	2/1/2010	2/5/2010	2/1/2010	2/5/2010	TX433
21185	TX1	618139	156688	2/1/2010	2/5/2010	2/1/2010	2/5/2010	TX433
21185	TX1	618139	156688	2/1/2010	2/5/2010	2/1/2010	2/5/2010	TX433

Settlement	Association	Group Nbr	Section N	Group Nan	Coverage	Claim Type
1	6	21185	6	HIDALGO	Blue Cross	Basic Coverage
1	6	21185	6	HIDALGO	Blue Shield	Basic Coverage
1	6	21185	6	HIDALGO	Blue Shield	Basic Coverage
1	6	21185	6	HIDALGO	Blue Shield	Basic Coverage
1	6	21185	6	HIDALGO	Blue Shield	Basic Coverage
1	6	21185	6	HIDALGO	Blue Shield	Basic Coverage
1	6	21185	6	HIDALGO	Blue Shield	Basic Coverage
1	6	21185	6	HIDALGO	Blue Shield	Basic Coverage
1	6	21185	6	HIDALGO	Blue Shield	Basic Coverage
1	6	21185	6	HIDALGO	Blue Shield	Basic Coverage
1	6	21185	6	HIDALGO	Drug	Basic Coverage
1	6	21185	6	HIDALGO	Drug	Basic Coverage
1	6	21185	6	HIDALGO	Drug	Basic Coverage
1	6	21185	6	HIDALGO	Drug	Basic Coverage
1	6	21185	6	HIDALGO	Drug	Basic Coverage
1	6	21185	16	HIDALGO	Blue Shield	Basic Coverage
1	6	21185	16	HIDALGO	Blue Shield	Basic Coverage
1	6	21185	16	HIDALGO	Blue Shield	Basic Coverage
1	6	21185	16	HIDALGO	Blue Shield	Basic Coverage
1	6	21185	16	HIDALGO	Blue Shield	Basic Coverage
1	6	21185	16	HIDALGO	Blue Shield	Basic Coverage
1	6	21185	16	HIDALGO	Blue Shield	Basic Coverage
1	6	21185	16	HIDALGO	Drug	Basic Coverage
1	6	21185	16	HIDALGO	Drug	Basic Coverage
1	6	21185	16	HIDALGO	Drug	Basic Coverage
1	6	21185	16	HIDALGO	Drug	Basic Coverage
1	6	21185	16	HIDALGO	Drug	Basic Coverage
1	6	21185	16	HIDALGO	Drug	Basic Coverage
1	6	21185	16	HIDALGO	Drug	Basic Coverage
1	6	21185	16	HIDALGO	Drug	Basic Coverage
1	6	21185	16	HIDALGO	Drug	Basic Coverage
1	6	21185	16	HIDALGO	Drug	Basic Coverage
1	6	21185	16	HIDALGO	Drug	Basic Coverage

Member ID	Document Control	Tier	Service Date	Gross Amt	Net Amt	Fee Percer	Fee Amt
8.43E+08	000020100335774	Single	1/2/2010	$111.07	$111.07	0.00%	$0.00
8.44E+08	00002010032505U	Single	10/16/2009	$83.11	$83.11	0.00%	$0.00
8.44E+08	00002010032505U	Single	10/16/2009	$59.71	$59.71	0.00%	$0.00
8.44E+08	00002010032505U	Single	10/16/2009	$5.85	$5.85	0.00%	$0.00
8.44E+08	00002010032505U	Single	10/16/2009	$37.54	$37.54	0.00%	$0.00
8.37E+08	000020100325739	Single	1/4/2010	$66.95	$66.95	0.00%	$0.00
8.43E+08	0000200926050511	Single	7/19/2009	($375.47)	($375.47)	0.00%	$0.00
8.43E+08	0000200926050511	Single	7/19/2009	$76.28	$76.28	0.00%	$0.00
8.43E+08	0000200926050511	Single	7/19/2009	($40.86)	($40.86)	0.00%	$0.00
8.43E+08	0000200926050511	Single	7/19/2009	$8.24	$8.24	0.00%	$0.00
8.37E+08	000020100305300	Single	1/28/2010	$30.00	$30.00	0.00%	$0.00
8.42E+08	100256952604000	Single	1/25/2010	$151.07	$151.07	0.00%	$0.00
8.42E+08	100256952624000	Single	1/25/2010	$77.12	$77.12	0.00%	$0.00
8.42E+08	100256964643000	Single	1/25/2010	$166.30	$166.30	0.00%	$0.00
8.42E+08	100295122723000	Single	1/29/2010	$121.29	$121.29	0.00%	$0.00
8.37E+08	100283729806000	Single	1/28/2010	$73.68	$73.68	0.00%	$0.00
	BASIC PLAN:			$651.88	$651.88	0.00%	$0.00
8.41E+08	0000201003457504	Family Sub	7/12/2009	$19.23	$19.23	0.00%	$0.00
8.38E+08	0000201003450442	Family Mer	1/29/2010	$62.90	$62.90	0.00%	$0.00
8.41E+08	00002010035508D	Single	2/1/2010	$6.48	$6.48	0.00%	$0.00
8.41E+08	00002010035508D	Single	2/1/2010	$62.54	$62.54	0.00%	$0.00
8.37E+08	00002010021577G	Family Mer	11/4/2009	$10.22	$10.22	0.00%	$0.00
8.38E+08	00002010021576N	Family Sub	12/30/2009	$40.15	$40.15	0.00%	$0.00
8.38E+08	00002010021576N	Family Sub	12/30/2009	$8.24	$8.24	0.00%	$0.00
8.41E+08	100236518616000	Single	1/23/2010	$61.45	$61.45	0.00%	$0.00
8.41E+08	100277566906000	Single	1/27/2010	$21.46	$21.46	0.00%	$0.00
8.41E+08	100277567111000	Single	1/27/2010	$94.25	$94.25	0.00%	$0.00
8.41E+08	100277567346000	Single	1/27/2010	$35.47	$35.47	0.00%	$0.00
8.41E+08	100277567841000	Single	1/27/2010	$210.05	$210.05	0.00%	$0.00
8.41E+08	100243690398000	Single	1/24/2010	$101.36	$101.36	0.00%	$0.00
8.38E+08	100253972550000	Single	1/25/2010	$176.79	$176.79	0.00%	$0.00
8.38E+08	100277394893000	Single	1/27/2010	$59.47	$59.47	0.00%	$0.00
8.41E+08	100244568643000	Single	1/24/2010	$283.29	$283.29	0.00%	$0.00
8.41E+08	100244572103000	Single	1/24/2010	$6.27	$6.27	0.00%	$0.00
8.41E+08	100244577519000	Single	1/24/2010	$149.36	$149.36	0.00%	$0.00
8.38E+08	100266639745000	Single	1/26/2010	$941.44	$941.44	0.00%	$0.00
	BUY-UP PLAN:			$2,350.42	$2,350.42	0.00%	$0.00
		TOTAL:		$3,002.30			

Case Nbr

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

FOR THE PERIOD OF **January 23 thru February 05, 2010**

Hidalgo County's Self-Funded Health Insurance, Third Party Administrator (TPA) Blue Cross Blue Shield of Texas, has submitted to my office a request to reimburse the County's CLAIMS PAYING ACCOUNT in the amount of **$ 496,627.62.**

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

Total Reimbursement Requested by Blue Cross Blue Shield of Texas for dates 01/23/2010 to 02/05/2010 is $ 496,627.62 .

Dept. of Budget & Management/Employee Benefits Section is requesting approval of this payment on the Commissioners' Court Agenda of February 23, 2010.

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

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

Flora Vasquez
Employee Benefits Manager

02/19/2010
Date

Dept. of Budget & Management Budget Officer

Date

Commissioner's Court Approval

Date

AI-20029 **11.B.**

General Fund Telephone Sweep

CC CONSENT

Date:	02/23/2010
Submitted By:	Erika Zamora, BUDGET & MANAGEMENT
Submitted For:	Dina Trevino
Department:	BUDGET & MANAGEMENT
Agenda Category:	Budget and Management **Sub-category:** Budget & Management

Information

CAPTION

Telephone Sweep (1100):
Approval to transfer General Fund lapsed telephone funds from Various Departments to the CountyWide Administration account.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** General Fund (1100)

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

BUDGETARY IMPACT:

Please refer to attached General Fund Telephone Sweep Analysis for funding availability as of 2/19/10.

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	02/19/2010 02:42 PM	APRV
2	Damaris San Miguel		02/19/2010 05:17 PM	NEW

Form Started By: Erika Zamora Started On: 02/19/2010 01:40 PM

Final Approval Date: 02/19/2010

AI-19942 **12.A.**

Approval of Monthly Financial Report for the Month of January 2010.

CC CONSENT

Date:	02/23/2010
Submitted By:	Angelica Tapia, AUDITOR'S OFFICE
Submitted For:	Ray Eufracio
Department:	AUDITOR'S OFFICE
Agenda Category:	Auditor's Office

Information

CAPTION

Approval of Monthly Financial Report for the Month of January 2010.

BACKGROUND

Reports will be distributed before Commissioners' Court meeting.

Fiscal Impact

FISCAL YEAR: ACCT. #:

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

BUDGETARY IMPACT:

No fiscal impact.

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	02/16/2010 11:13 AM	APRV
2	Erika Zamora	Erika Zamora	02/19/2010 12:55 PM	APRV
3	Auditor's Office		02/19/2010 05:17 PM	NEW

Form Started By: Angelica Tapia Started On: 02/16/2010 10:48 AM

Final Approval Date: 02/19/2010

AI-19892 **13.A.**

Approval-One (1) Yr Extension-Stanbio Laboratory
CC CONSENT

Date:	02/23/2010
Submitted By:	Rocio Villarreal, PURCHASING DEPT.
Submitted For:	Rocio Villarreal
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department

Information

CAPTION

Authority to exercise the additional one (1) year extension option as provided under current contract C-09-094-03-24 for "Microcuvettes" for Hidalgo County WIC Program, under the same rates, terms, and conditions with Stanbio Laboratory.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1292-441-00-350-001-0-604

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

BUDGETARY IMPACT:

Funds available as of 2/19/10 $11,049.01.

Attachments

Link: Prior Contract

Link: Extension Letter

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	02/11/2010 10:32 AM	APRV
2	Budget & Management	Erika Zamora	02/11/2010 10:48 AM	APRV
3	Erika Zamora	Erika Zamora	02/19/2010 02:44 PM	APRV
4	Auditor's Office	Angela Garcia	02/19/2010 02:46 PM	APRV
5	Erika Zamora	Erika Zamora	02/19/2010 03:40 PM	APRV

Form Started By: Rocio Villarreal Started On: 02/10/2010 04:42 PM

Final Approval Date: 02/19/2010

REQUIREMENTS AGREEMENT
C-09-094-03-24

THIS AGREEMENT (the "Agreement") is entered into effective as of the **30th** day of **March, 2009** by and between **Stanbio Laboratory** Partnership ("Seller") and **Hidalgo County WIC Program in Hidalgo County, Texas** ("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements of "Microcuvettes" as further described in Exhibit "A" Request for Bid (RFB) Procurement Packet, which are attached hereto and incorporated herein by reference for all purposes (the "RFB") for a period of one year; and

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

WHEREAS, Buyer has determine that Seller has submitted the lowest and best bid to meet Buyer's requirements for certain of the Products, as herein after described.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase from Seller, and Seller agrees to sell and deliver to Buyer, all of the Products listed on Exhibit "B", which is attached hereto and incorporated herein by references, that Buyer may require for use by Buyer in Hidalgo County WIC Program projects for a period of one year, with the County's option for an additional one (1) year term. This Contract shall be for a period beginning **March 30, 2009** and ending on **March 29, 2010** 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. 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:

Stanbio Laboratory
Attn: Sean Dattoli, Regional Sales Manager
1261 N. Main St.
Boerne, TX 78006

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. **Termination.** This Agreement may be terminated by County without cause on thirty (30) days written notice.

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

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

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

j. **Headings.** The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

k. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate

l. **Authority to Execute.** The execution and performance of this Agreement by Buyer and Seller have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of Buyer and Seller in accordance with its terms.

m. **Insurance.** Company shall provide, to the extend it deems necessary, insurance in force on all persons connected with providing services under this Contract naming County as an additional insured, and shall furnish to County certificates of such insurance coverage.

n. **Commitment of Current Revenues Only**. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon ninety (90) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

o. **Purchasing Ethics**. Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:

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

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

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

COUNTY OF HIDALGO

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

ATTEST:

Arturo Guajardo Jr., County Clerk

COMPANY: Stanbio Laboratory

By: _____
Printed Name: Gilbert A. Mejia
Title: U. S. Director of Sales

APPROVED AS TO FORM:
Hidalgo County
District Attorney Office

By: Antonio Mendoza, Asst. District Attorney

EXHIBIT "A"

REQUEST FOR BID (RFB)

PROCUREMENT PACKET

PURCHASING DEPARTMENT
County Of Hidalgo

February 23, 2009

_____

_____

_____

Re: **HIDALGO COUNTY WIC PROGRAM**
Request for Bids -**"MICROCUVETTES"**
Bid No: 2009-094-03-11-SMA

Dear Gentleman/Ladies:

Enclosed please find a Request for Bid (RFB) packet for your review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/sma

Enclosures

PURCHASING DEPARTMENT
County Of Hidalgo

REQUEST FOR BID (RFB)
CHECKLIST

HIDALGO COUNTY WIC PROGRAM
"MICROCUVETTES"
Bid No: 2009-094-03-11-SMA

1. **Request For Bid Letter, consists of __1__ page.**
2. **Request for Bid, Legal Notice, consisting of__8__ pages.**
3. **Exhibit "A" Specifications consisting of__4__ pages.**
4. **Exhibit "B" Bid Page consisting of__2__ pages.**
5. **Exhibit "C" Insurance Requirements consisting of __4__ pages.**
6. **Exhibit "D" CIQ Conflict of Interest Questionnaire, consisting of __2__pages.**
7. **Vendor/Bidder Application and W-9 form, consisting of__7__ pages.**
8. **Certification Regarding Debarment, consisting of __2__ of pages.**
9. **Draft Requirements Agreement, consisting of __6__ pages.**

The above mentioned items shall be found in the Request for Bid (RFB) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile, U.S. Mail or e-mail.

Thank you.

Martha L. Salazar, CPPB
Purchasing Agent

February 23, 2009
Date

Bid No: 2009-094-03-11-SMA	Buyer: Sandra Montalvo	Tel. No: (956) 318-2626 Ext. 4865

REQUEST FOR BIDS

HIDALGO COUNTY WIC PROGRAM
"MICROCUVETTES"

BID OPENING DATE:
March 11, 2009

Contact Person:

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

956 318-2626

Form HCPD-03

1. Sealed bids will be received for **"HIDALGO COUNTY WIC PROGRAM– MICROCUVETTES"** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2. **ONE (1) Original and THREE (3) copies** of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **"RFB-2009-094-03-11-SMA- HIDALGO COUNTY WIC PROGRAM – MICROCUVETTES"** and in County's Purchasing Department, physical address: 2812 S. Business Hwy. 281, mailing address: 2812 S. Business 281- New Administration Building, Edinburg, Texas, **on or before 9:30 A.M.,WEDNESDAY, MARCH 11, 2009. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO "RFB-2009-094-03-11-SMA-HIDALGO COUNTY WIC PROGRAM-MICROCUVETTES."**

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

3. Hidalgo County reserves the right to: A). separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B.) reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C.) award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models

of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Costs are to be net F.O.B., County Prepaid.

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

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

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy o their Federal ID Number Certificate.

15. DELIVERY INSTRUCTIONS:

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

16. BILLING AND PAYMENT INSTRUCTIONS:

. Invoices must include:
   a) Name and address of successful bidder
   b) Name and address of receiving department or official
   c) Purchase Order Number (if any)
   d) Notation - **"HIDALGO COUNTY WIC PROGRAM–MICROCUVETTES"** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

. Discount payments will be considered when offered.

. Contact person for Billing and Payment questions:

Hidalgo County WIC Program
3105 W. University Dr.
Edinburg, Texas 78539
Attn: Margarita Gonzalez
956-381-4646

17. SCHEDULE OF EVENTS

Bid Opening, 9:30 AM	**March 11, 2009**
Award of Contract	_____ 2009
Commence Work or Deliver Products	_____,2009

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

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

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

. If the contract is for $50,000 or less, no money will be paid to the

contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

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

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

19. ETHICAL STANDARDS:

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

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

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

20. Disclosure of Conflict of Interest

. Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The

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

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

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

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

23. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

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

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

25. Any contract award to a successful bidder will be in effect until: A.) the contract expires, B.) delivery and acceptance of products, and/or performance of services ordered, or C.) terminated by County with thirty (30) day's written notice prior to cancellation.

26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate

any contract immediately in the event a successful bidder fails to:

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

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

28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

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

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

Bid
For
HIDALGO COUNTY WIC PROGRAM
"Microcuvettes"
BID NO.: 2009-094-03-11-SMA

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

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

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

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

Respectfully submitted,

Bidder: Stanbio Laboratory

Address: 1261 N. Main St., Boerne, TX. 78006

By: Gilbert A. Mejia

Printed Name: Gilbert A. Mejia

Title: U. S. Director of Sales

EXHIBIT "A"

SPECIFICATIONS/REQUIREMENTS

Hidalgo County WIC Program
REQUEST FOR BIDS
"Microcuvettes"
BID No. 2009-094-03-11-SMA

EXHIBIT "A"
Hidalgo County WIC Program
"Microcuvettes"
BID No. 2009-094-03-11-SMA

SPECIFICATIONS/REQUIREMENTS

Hidalgo County WIC Program is accepting bids from vendors selling original equipment manufacturers. All items will be on an "**as-needed basis only**" there is no guaranteed annual volume.

SCOPE

The successful supplier shall furnish and deliver, fob inside, to the WIC Program, products and/or services listed below until all items ordered prior to the expiration date have been satisfactorily delivered and accepted.

SPECIFICATIONS/REQUIREMENTS/:

1. Hemoglobin Microcuvettes must be a plastic sampling device containing sodium desoxycholate, sodium azide and sodium nitrate.

2. Delivery must be made within five (5) days maximum from the date order is placed.

3. Providing original manufacturer items.

4. Stock the necessary material in order to be able to provide any item within 24 hours as an Emergency.

5. **SAMPLES MUST BE SUBMITTED WITH BID.**

6. Open vials to have shelf life of approximately 90 days and unopened vials to have shelf life of approximately two (2) years.

7. Microcuvettes must be compatible with the Hemocue 201-Hemoglobin Test Systems or comparable testing machine, which is used in all WIC clinics sites.

8. Must have the capability to store dry at a room temperature (59-86 degree F, 15-30 C.)

9. The CLIA waived Hemocue 201-Hemoglobin test system or comparable testing system consist of the Hemocue 201-Hemoglobin analyzer or comparable analyzer and the hemoglobin Microcuvettes. Any modifications by the laboratory to the test system or the FDA approved test system instructions will result in the test no longer meeting the requirements for waived testing.

TERMS & CONDITIONS:

1. Term of contract is for one (1) year period with County's option to extend the contract for an additional year.

2. County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for next contract term.

3. County will seek purchases from state awarded vendors whenever it is, its best interest to do so.

4. After bid is awarded and successful awarded contractor defaults in meeting the general instructions to bidders(s) and/or in complying with the contract agreement, Hidalgo County reserves the right to seek the services of the next lowest bidder(s). In such event, Hidalgo County shall charge the successful bidder the difference for any additional cost to the County.

5. Hidalgo County reserves the right to award to multiple vendors if the County determines it is in its best interest to do so.

6. Any contract awarded to a successful bidder will be in effect until;
   a) The contract expires
   b) Delivery acceptance of products and/or performance of services ordered, or
   c) Terminated by County with thirty (30) days written notice prior to be cancellation.

7. Hidalgo County reserves the right to award the bid to MULTIPLE bidders if the County determines it is in its best interest to do so.

8. Have been in business for at least two years.

Market Volatility and Unit Price Adjustments:

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

1. **Requesting Price Adjustment**: Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.

   - A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.
   - The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.

- The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
- No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
- The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

2. **Price Reduction**: Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

3. **Timeframe for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

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

5. **Dollar Limit to Price Changes**: The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

ADDITIONAL INFORMATION:

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

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, Wednesday, March 4, 2009 by 5:00 p.m. Responses to said inquiries will be sent to all applicants via facsimile by no later than Friday, March 6, 2009 by 5:00 p.m.

EXHIBIT "B"

BID PAGE

HIDALGO COUNTY WIC PROGRAM
REQUEST FOR BID
"Microcuvettes"

BID No. 2009-094-03-11-SMA

EXHIBIT "B"
BID PAGE

HIDALGO COUNTY WIC PROGRAM
"Microcuvettes"
Bid No. 2009-094-03-11-SMA

Unit price for Microcuvettes as requested, but not limited to, in the Specifications as listed in Exhibit "A" of this document and under the terms and conditions described for the following, **FOB Edinburg, TX.**

DESCRIPTION OF PRODUCTS	UNIT PRICE	TOTAL COST
Microcuvettes	$	$

BIDDER'S /COMPANY NAME:_____

ADDRESS: _____

CITY:_____STATE:_____ZIP CODE_____

PHONE No. _____FAX No._____

SIGNATURE OF AUTHORIZED PERSON: _____

PRINTED NAME:_____TITLE: _____

EMAIL ADDRESS:_____

EXHIBIT " C"
INSURANCE REQUIREMENTS

HIDALGO COUNTY WIC PROGRAM
REQUEST FOR BID

"MICROCUVETTES"

RFB: 2009-094-03-11-SMA

EXHIBIT "C"

Insurance Requirements

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder 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 ($500,000.00) 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 ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) 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 Bidder 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 Acknowledgement

I, _____, authorized representative for _____,
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: $_____ General Liability: $_____

☐ Have already been met; see attached copy of insurance certificate.

_____ _____.
Authorized Representative 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

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 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 Date

_____

Company

_____

Address

_____

City, State, Zip

EXHIBIT "D"
CIQ FORM

CONFLICT OF INTEREST QUESTIONNAIRE

Hidalgo County WIC Program
REQUEST FOR BIDS

"Microcuvettes"

BID No. 2009-094-03-11-SMA

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity 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 knowingly 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 who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing 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 additional 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 governmental entity?

☐ Yes ☐ No

C. Is the filer of this 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

Adopted 06/29/2007

BIDDER/VENDOR'S APPLICATION
AND
W-9 FORM

Hidalgo County WIC Program
REQUEST FOR BIDS
"Microcuvettes"
BID No. 2009-094-03-11-SMA

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 (956) 292-7612
in person or regular mail to:
Mailing/Postal Address: 2812 S. Business Hwy. 281
Physical Address: 2802 S. Business Hwy. 281
Edinburg, Texas 78539
or e-mail: purchasing@co.hidalgo.tx.us

Company Name: **Telephone No. ( )**

dba Name:

Legal Name:

Mailing Address: **Fax No. ( )**

Physical Address:

City, State, Zip **Tax I.D. No.**

Remit to Address : **City, State, Zip**

E-Mail Address:

Representative(s) Name(s) & Title(s)

Type of Organization (check one): _____ **Individual** _____ **Partnership** _____ **Corporation** _____**Non-Profit**
_____ **LLC** _____ **Sole Proprietor** _____ **Other, Specify**
State Identification No._____ **(Please attached completed W-9 form with this application)**
Federal Identification No. or (if individual) SS No.

State of Incorporation: _____ **Date:**_____ **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 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.:**

Revised12/14/06

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_____

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, RFP, 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): 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. November 2005)
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)

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶ ..... ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

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
___ ___ – ___ ___ ___ ___ ___ ___ ___

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. person (including a U.S. resident alien).

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 ▶ Date ▶

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.

U.S. person. 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.

In 3 above, 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.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

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,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). 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.

You will not be subject to backup withholding on payments you receive 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 be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable 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 instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules regarding partnerships* on page 1.

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.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
2. The United States or any of its agencies or instrumentalities,
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,
7. A foreign central bank of issue,
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
9. A futures commission merchant registered with the Commodity Futures Trading Commission,
10. A real estate investment trust,
11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
12. A common trust fund operated by a bank under section 584(a),
13. A financial institution,
14. A middleman known in the investment community as a nominee or custodian, or
15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt recipients 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.socialsecurity.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting *www.irs.gov* or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or single-owner LLC	The owner [3]
For this type of account:	**Give name and EIN of:**
6. Sole proprietorship or single-owner LLC	The owner [3]
7. A valid trust, estate, or pension trust	Legal entity [4]
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

[4] List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules regarding partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

CERTIFICATION REGARDING DEBARMENT

Hidalgo County WIC Program
REQUEST FOR BIDS
"Microcuvettes"
BID No. 2009-094-03-11-SMA

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 indicated 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:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to verify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

EXHIBIT "B"

REQUEST FOR BID

BID PAGE

EXHIBIT "B"
BID PAGE

HIDALGO COUNTY WIC PROGRAM
"Microcuvettes"
Bid No. 2009-094-03-11-SMA

Unit price for Microcuvettes as requested, but not limited to, in the Specifications as listed in Exhibit "A" of this document and under the terms and conditions described for the following, **FOB Edinburg, TX.**

DESCRIPTION OF PRODUCTS	UNIT PRICE	TOTAL COST
Microcuvettes	$.70	$140.00 p/box

BIDDER'S /COMPANY NAME: Stanbio Laboratory

ADDRESS: 1261 N Main St

CITY: Boerne STATE: TX ZIP CODE 78006

PHONE No. 830 249-0772 FAX No. 830 249-0851

SIGNATURE OF AUTHORIZED PERSON:

PRINTED NAME: Sean Dattoli TITLE: Regional Sales Manager

EMAIL ADDRESS: sdattoli@stanbio.com

EXHIBIT "C"

CERTIFICATE OF INSURANCE

Client#: 88136 25STANLAB1

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 03/05/2009

PRODUCER
Compass Insurance Agency, Inc.
Texas Insurance Division
7550 IH-10 West 700
San Antonio, TX 78229-5820

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
STANBIO LABORATORY INC
1261 N MAIN ST
BOERNE, TX 78006

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: FEDERAL INSURANCE COMPANY	20281
INSURER B: HARTFORD INSURANCE GROUP	00914
INSURER C: HARTFORD UNDERWRITERS INS CO.	30104
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY	35786026DAL	05/15/08	05/15/09	EACH OCCURRENCE	$1,000,000
		X COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
		CLAIMS MADE X OCCUR				MED EXP (Any one person)	$10,000
		X BI/PD Ded: $10,000				PERSONAL & ADV INJURY	$1,000,000
						GENERAL AGGREGATE	$2,000,000
A		GEN'L AGGREGATE LIMIT APPLIES PER:	35786027DAL	05/15/08	05/15/09	PRODUCTS - COMP/OP AGG	$5,000,000
		X POLICY PRO-JECT LOC					Per Claim
B		AUTOMOBILE LIABILITY	65UECZQ2443	05/23/08	05/23/09	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
C		X ANY AUTO	65UECZQ2442	05/15/08	05/15/09		
		ALL OWNED AUTOS				BODILY INJURY (Per person)	$
		SCHEDULED AUTOS					
		X HIRED AUTOS				BODILY INJURY (Per accident)	$
		X NON-OWNED AUTOS					
						PROPERTY DAMAGE (Per accident)	$
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
A		EXCESS/UMBRELLA LIABILITY	79812469	05/15/08	05/15/09	EACH OCCURRENCE	$4,000,000
		X OCCUR CLAIMS MADE				AGGREGATE	$4,000,000
							$
		DEDUCTIBLE					$
		X RETENTION $ 10,000					$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	65WEJO2234	05/15/08	05/15/09	X WC STATU-TORY LIMITS OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	$1,000,000
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	$1,000,000
						E.L. DISEASE - POLICY LIMIT	$1,000,000
A		OTHER Commercial Property	35786026DAL	05/15/08	05/15/09	SEE BELOW Deductible: $5,000	

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

Loc. #1 - 1261 N. Main, Boerne, Texas 78006
Business Personal Property: $1,500,000
Loc. #2 - 25235 Leer Drive, Elkhart, Indiana 46514
Business Personal Property: $950,000
(See Attached Descriptions)

CERTIFICATE HOLDER

Hidalgo County Purchasing
Department Martha L Salazar,CPPB
Purchasing Agent 2802 S.
Business 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 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

 © ACORD CORPORATION 1988

PURCHASING DEPARTMENT
County Of Hidalgo

February 9, 2010

Stanbio Laboratory
Sean Dattoli, Regional Sales Manager
1261 N. Main Street
Boerne, TX 78006

Via Facsimile (830) 249-0851
Via Email: sdattoli@stanbio.com

Re: C-09-094-03-24-Microcuvettes for Hidalgo County WIC Program

Dear Mr. Dattoli:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's sole option to exercise an extension as provided in the current contract (under the same rates, terms and conditions). Please acknowledge receipt of this notice of placement on the Commissioners' Court meeting of February 16, 2010, for discussion, consideration and action, by signing below and returning to the Purchasing Department, by no later than 3:00 p.m. on February 10, 2010,via facsimile to (956) 956-318-2629 or email to : rocio.villarreal@co.hidalgo.tx.us, so as to meet the agenda request form deadlines.

By: _____ Date: _____

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,

Rocio Villarreal, Contracts Manager
Hidalgo County Purchasing Department

AI-19960 **13.B.**

Renewal-Copier/License Agreements

CC CONSENT

Date:	02/23/2010
Submitted By:	Matilde Faz, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department

Information

CAPTION

1. Approval of a nineteen (19) month lease agreement term for (2) W5645 copiers/4T (1) for the Juvenile Boot Camp & (1) for the Juvenile Probation Department from an awarded vendor through our membership/participation with (TCPN) The Cooperative Purchasing Network with Xerox Corporation contract #072350500 through requisition #168780 in the amount of $358.14/month for the one from the Juvenile Boot Camp and for the Juvenile Probation at $284.22/month with an expiration date of July 2011;

2. Requesting authority to enter into a 12-month technical support agreement with IDOCKET.COM LLC for the Human Resources & Civil Service Department through a requisition #170616 at $300.00/month. effective: 1/01/10-12/31/10;

3. Requesting approval to execute required Equipment Service Level Agreement & authority to enter into a 48-months service agreement with Pitney Bowes through our membership/participation with (TPASS) Texas Procurement and Support Services contract #985 L1 for the District Clerk's Office through requisition #168713 in the amount of $385.00/month effective upon approval.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1295-423-00-330-028-0-780

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

BUDGETARY IMPACT:

Juvenile Boot Camp: Available funds in Requisition #168780 as of 2/19/10 is $4,297.68 to cover lease expenditures until December 2010.

FISCAL YEAR: 2010 ACCT. #: 0-1100-415-50-190-001/002-0-336

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

BUDGETARY IMPACT:

Human Resources/Civil Service: Available funds in Requisition #170616 as of 2/19/10 is $3,600.00.

FISCAL YEAR: 2010 ACCT. #: 0-1100-412-00-090-001-0-442

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

BUDGETARY IMPACT:

District Clerk: Available funds in Requisition # 168713 as of 2/19/10 is $4,620.00.

FISCAL YEAR: 2010 ACCT. #: 0-1100-423-32-330-001-0-780

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

BUDGETARY IMPACT:

Juvenile Probation: Available funds as of 2/19/10 is $3,415.00.

Attachments

Link: Xerox Juvenile Boot Camp

Link: IDocket Human Resources

Link: Pitney Bowes District Clerk's Office

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	02/19/2010 02:27 PM	APRV
2	Budget & Management	Erika Zamora	02/19/2010 02:40 PM	APRV
3	Perla Lopez	Perla Lopez	02/19/2010 05:02 PM	APRV
4	Auditor's Office		02/19/2010 05:17 PM	NEW

Form Started By: Matilde Faz Started On: 02/17/2010 10:42 AM

Final Approval Date: 02/19/2010

Requisition

Hidalgo County Juvenile Probation

Req # 00168780
PO #
Date: 01/14/10

Consent #19960 2/23/10

Bill To: x
x

Vendor : 42129
XEROX CORPORATION
P.O. BOX 650361
PNC BANK
1200 E CAMPBELL, STE 108
RICHARDSON TX 75081

Ship To: Hidalgo County Juvenile Probation
1711 N. Bridge
Weslaco Tx 78596

Contact: **Elena**
956-587-6200

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		AS PER TCPN CINTRACT 07171092 EXP 7/2011 DO NOT DUPLICATE ORDER		
12.00	MONTH	XEROX W5645 (SERIAL #WTD 728329) JANUARY-DECEMBER 2010 LEASE. 15,000 COPIES ALLOWED P/M. EXCESS COPIES AT $0.0066	358.14	4,297.68
		Account No	Encumbrance	
		0-1295-423-00-330-028-0-780	4,297.68	
			Freight	.00
			Total	4,297.68
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

2009
615459 — Tanya

Authorized By: _____

XEROX

Lease Pricing Proposal

Prepared for HIDALGO COUNTY JUVINILE PROBATION

By: Damaris Morales

On: 6/10/2008

Negotiated Contract : 072350500

SSPA EXCELLENCE IN SERVICE OPERATIONS 2008

Certified Three Consecutive Years!

Solution

Item	Product Description	Agreement Information	Requested Install Date
1.	**W5645T (W5645 COPIER/4T)** - Office Finisher - 256mb Upgrade Kit - 3-hole - Ofcfin Only - Envelope Insert Kit - Conv.stapler&shelf - Customer Ed	Lease Term: 36 months Purchase Option: FMV	7/1/2008
2.	**W5645T (W5645 COPIER/4T)** - Office Finisher - 256mb Upgrade Kit - 3-hole - Ofcfin Only - Envelope Insert Kit - Conv.stapler&shelf - Customer Ed	Lease Term: 36 months Purchase Option: FMV	7/1/2008

Monthly Pricing

Item	Lease Minimum Payment	Print Charges Meter	Volume Band	Per Print Rate	Maintenance Plan Features
1. W5645T	$284.22	1: Total	1 - 15,000 15,001+	Included $0.0066	- Consumable Supplies Included for all prints - Pricing Fixed for Term
2. W5645T	$284.22	1: Total	1 - 15,000 15,001+	Included $0.0066	- Consumable Supplies Included for all prints - Pricing Fixed for Term
Total	$568.44	Minimum Payments (Excluding Applicable Taxes)			

All information in this proposal is considered confidential and is for the sole use of HIDALGO COUNTY JUVINILE PROBATION. If you would like to acquire the solution described in this proposal, we would be happy to offer a Xerox order agreement. Pricing is subject to credit approval and is valid until 7/10/2008.

For any questions, please contact me at (956)682-1820

XEROX TOTAL SATISFACTION GUARANTEE

Confidential - Copyright© 2008 XEROX CORPORATION. All rights reserved.

XEROX.

Lease Pricing PROPOSAL

Presented to HIDALGO COUNTY JUVINILE PROBATION

By Damaris Morales

On 8/6/2008

SSPA EXCELLENCE IN SERVICE OPERATIONS 2008

Certified Three Consecutive Years!

NETWORK PRINTTING ACCESSORY ADD ON

Negotiated Contract : 072350500

Solution

Item	Product Description	Agreement Information	Requested Install Date
1.	**W5645T (W5645 COPIER/4T)** S/N WTD728329 - Adding - Copy/prnt Upgrade - Analyst Services	Lease Term: 36 months Purchase Option: FMV	8/6/2008

Monthly Pricing

Item	Lease Minimum Payment	Print Charges Meter	Volume Band	Per Print Rate	Maintenance Plan Features
1. W5645T	$73.95	1: Total	All Prints	N/A	- Consumable Supplies Included for all prints - Pricing Fixed for Term
Total	$73.95	Minimum Payments (Excluding Applicable Taxes)			

request for addition to Bootcamp copier. Dad comm talked to you - OK

All information in this proposal is considered confidential and is for the sole u... PROBATION. If you would like to acquire the solution described in this propos... order agreement. Pricing is subject to credit approval and is valid until 9/5/2008.

TOTAL SATISFACTION GUARANTEE

For any questions, please contact me at (956)682-1820

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Requisition

Req # 00170616

PO #

Date: 02/11/10

Consent #19960 2/23/2010

Bill To: x
x

Vendor : 265152
IDOCKET.COM, LLC
1616 S. KENTUCKY, STE. 100
AMARILLO TX 79102
FAX (806)351-2329

Ship To: HUMAN RESOURCES/CIVIL SERVICE
100 E. CANO, 1ST FL
EDINBURG TX 78539

Contact:

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
12.00	MONTH	monthly maintenance agreement (January thru December 2010).	300.00	3,600.00
		Account No	Encumbrance	
		0-1100-415-50-190-001-0-336	1,800.00	
		0-1100-415-50-190-002-0-336	1,800.00	
			Freight	.00
			Total	3,600.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

Requisition

Req # 00168713

PO #

Date: 01/13/10

Consent
19960
2/23/2010

Bill To: x
x

Vendor : 28681
PITNEY-BOWES, INC.
P. O. BOX 856390
LOUISVILLE KY 40285-6390

Ship To: DISTRICT CLERK
100 N. CLOSNER, 1ST FL
EDINBURG TX 78539

Contact: **STEPHANIE**
956-318-2200

Contract No: **SMARTBUY PO#**

Special Instructions:
REQ. NO: 011309-2

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		TX SMARTBUY PO# TPASS CONTRACT 985-L1 LEASE TERM: 48 MONTHS @ $385.00 DO NOT DUPLICATE ORDER		
12.00	EACH	3 Station DI425 without OMR 1 OptiFlow Power Stacker Folder/Inserter $ 338.00 1 Install & Training for Power Stackers $39.00 1 Operator Training for DI380/DI425, $4.00 Equipment Maintenance Provides service coverage including certain parts and labor, $4.00 for a 48 month lease @ $385.00 a month	385.00	4,620.00
		Account No	Encumbrance	
		0-1100-412-00-090-001-0-442	4,620.00	
			Freight	.00
			Total	4,620.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

pb.com

Pitney Bowes

Engineering the flow of communication™

State & Local Fair Market Value

Account #10 -

Your Business Information

	CAN #	ORDER #	
HIDALGO CO DISTRICT CLERK'S OFFICE			
Full legal name of Lessee	DBA name of Lessee	Tax ID # (FEIN/TIN)	
100 N CLOSNER BLVD 1st FLOOR	EDINBURG	TX	78539
Billing address	City	State	ZIP+4
		20094643861	
Billing contact name	Billing contact phone #	Billing CAN #	
100 N CLOSNER BLVD 1st FLOOR	EDINBURG	TX	78539
Installation address *(if different from billing address)*	City	State	ZIP+4
		20094653860	
Installation contact name	Installation contact phone #	Installation CAN #	
Tax exempt #	State tax (if applicable)	Fiscal period (from – to)	

Your Business Needs

Quantity	Business Solution Description
1	3 STATION DI425 WITHOUT OMR
1	OPTIFLOW POWER STACKER
1	INSTALL & TRAINING FOR POWER STACKERS
1	OPERATOR TRAINING FOR DI380/425 SERIES, 1 HR

Check items to be included in customer's payment

- [X] **Equipment Maintenance** *Provides service coverage including certain parts and labor*
- [ ] **Software Maintenance** *Provides revision updates and technical assistance*
- [ ] **Soft-Guard® Subscription** *Provides postal and carrier updates*

If you do not elect to include Soft-Guard® protection with your lease, you will automatically

- [ ] **IntelliLink™ Subscription/Meter Rental / Confirmation Services / Purchase Power Subscription**

Provides simplified billing and includes ( ) resets per year

( ) **Confirmation Services** *Electronic access to postal confirmation services*

( ) **Purchase Power Subscription**

- [ ] **EasyPermitPostage® Subscription** – Allows you to pay for permit mail.

As a permit mail user, you will be contacted to establish your EasyPermitPostage® account.

See Purchase Power Terms and Conditions.

Your Payment Plan

Number of months	Monthly amount
(48)	(385.00)
( )	( )
( )	( )

*Monthly Billing Only.

( ) Required advance check of $ received

( ) Tax exempt certificate attached

Initial rental term_____

Your Acknowledgment

This document consists of an Equipment Lease ("Lease") with Pitney Bowes Global Financial Services LLC (PBGFS), an Equipment Service Level Agreement with Pitney Bowes Inc., and an Equipment Guide which includes, among other things, the IntelliLink Subscription/ Meter Rental and a US Postal Service Acknowledgment of Deposit and an Equipment Guide. Your signature constitutes an offer to enter into the Lease and, if applicable, the other agreements and acknowledges that you have read and agree to all applicable terms and conditions and are authorized to sign the agreement on behalf of the Lessee. The Lease portion of this document will become binding on PBGFS only after an authorized employee accepts your offer by signing below.

1. NON-APPROPRIATION. You warrant that you have funds available to pay the Total Payments until the end of your current fiscal period, and shall use your best efforts to obtain funds to pay the Total Payments in each subsequent fiscal period through the end of your Initial Term. If your appropriation request to your legislative body, or funding authority ("Governing Body") for funds to pay the Total Payments is denied, you may terminate this Agreement on the last day of the fiscal period for which funds have been appropriated, upon (i) submission of documentation reasonably satisfactory to us evidencing the Governing Body's denial of an appropriation sufficient to continue this Agreement for the next succeeding fiscal period, and (ii) satisfaction of all charges and obligations under this Agreement incurred through the end of the fiscal period for which funds have been appropriated, including the return of the Equipment at your expense.

Signature	Date	
Print name	Title	Email address
STANFORD C TODD	O40	
Account rep	District office	PBGFS acceptance

AI-19952 **13.C.**

Renewals/Extensions Of Contracts

CC CONSENT

Date:	02/23/2010
Submitted By:	Vangie Garcia, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department

Information

CAPTION

Requesting authority to exercise the option to renew/extend the following contracts as stipulated and provided in the contracts under the same rates, terms and conditions for the following:

1. C-09-009-03-03-New And Used Guardrail Beam Materials And Installation with Guerra Construction **(Final Year);**

2. a. E-09-016-03-03-Purchase Of Welding Supplies And Related Services with Airgas Inc. dba Airgas Southwest Inc.
(Final Year);
b. E-09-016A-03-03-Purchase Of Welding Supplies And Related Services with Welding House Supplies **(Final Year)**;

3. E-09-109-02-09-Gasoline & Diesel Fuel-Hidalgo County with Arguindegui Oil **(Final Year)**;

4. a. E-09-110-02-09-Flexible Base (Crushed Caliche) with Martin Marietta Materials (Pct.'s 1,2 &4-**Final Year**);
b. E-09-110A-02-09-Flexible Base (Crushed Caliche) with Frontera Materials (Pct.'s 1 & 2-**Final Year**);
c. E-09-110B-02-09-Flexible Base (Crushed Caliche) with Frontera Materials (Pct. 3-Reavis Pit-**Final Yea**r);
d. E-09-110C-02-09-Flexible Base (Crushed Caliche) with Frontera Materials (Pct. 3-490 Pit-**Final Year**);
e. E-09-110D-02-09-Flexible Base (Crushed Caliche) with Martin Marietta (Pct. 3-**Final Year**);
f. E-09-110E-02-09-Flexible Base (Crushed Caliche) with Frontera Materials (Pct. 4-**Final Year**).

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: various

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

BUDGETARY IMPACT:

See exp. report for possible funding sources.

Attachments

Link: Guerra Construction Contract
Link: AIRGAS CONTRACT
Link: WELDINGHOUSE CONTRACT
Link: ARGUINDEGUI OIL CONTRACT
Link: FRONTERA CONTRACT-PCT 3-490 PIT
Link: FRONTERA MATERIALS-PCT 3-REAVIS PIT
Link: FRONTERA MATERISL-PCTS 1 & 2
Link: FRONTERA MATERIALS-PCT 4
Link: MARTIN MARIETTA-1,2&4
Link: MARTIN MARIETTA-PCT 3
Link: AIRGAS INC. EXTENSION LETTER
Link: WELDINGHOUSE EXTENSION LETTER
Link: FRONTERA MATERIALS EXTENSION LETTER
Link: ARGUINDEGUI OIL SIGNED ACKNOWLEDGMENT
Link: MARTIN MARIETTA SIGNED ACKNOWLEDGMENT
Link: exp. report- various object codes

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	02/18/2010 03:47 PM	APRV
2	Budget & Management	Erika Zamora	02/18/2010 04:02 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	02/19/2010 02:56 PM	APRV
4	Auditor's Office		02/19/2010 05:17 PM	NEW

Form Started By: Vangie Garcia Started On: 02/17/2010 08:56 AM

Final Approval Date: 02/19/2010

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

February 11, 2010

Guerra Construction
Attn: Richard Guerra
6700 N. Mile 3½ W.
Weslaco, Texas 78596

Re: C-09-009-03-03-New And Used Guardrail Beam Materials
And Installation

Dear Mr. Guerra:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's sole option to exercise an extension as provided in the current contract (under the same rates, terms and conditions). Please acknowledge receipt of this notice of placement on the Commissioners' Court meeting of **Tuesday, February 23, 2010** for discussion, consideration and action, by signing below and returning to the Purchasing Department, by no later than **11:00 a.m., Tuesday, February 16, 2010,** via facsimile to (956) 956-318-2629 or email to: evangelina.garcia@co.hidalgo.tx.us so as to meet the agenda request form deadlines.

By: _____ Date: 2-12-10

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,

Vangie Y. Garcia, Contract's Manager
Hidalgo County Purchasing Department

cc:

department
auditors

Evangelina Garcia

From: Nora Quintanilla [n_quintanilla@yahoo.com]
Sent: Friday, February 12, 2010 10:33 AM
To: Evangelina Garcia
Subject: Re: Renewal/Extension Acknowledgment Notice
Attachments: SCAN0176_000.pdf

Attached is the letter signed by Mr. Guerra. Thank-You and have a nice day!!

From: Evangelina Garcia <evangelina.garcia@co.hidalgo.tx.us>
To: Nora Quintanilla <n_quintanilla@yahoo.com>
Sent: Thu, February 11, 2010 5:22:24 PM
Subject: Renewal/Extension Acknowledgment Notice

Nora,
Please let Mr. Guerra to review the attached letter in connection to the current contract in place with Hidalgo County for the New And Used Guardrail Beam Materials And Installation for further details in request to Hidalgo County utilizing its' option to renew/extend the current contract in place at the same rates, terms and conditions as stipulated in the RFB/Contract. Please make sure that Mr. Guerra upon reviewing the notice, to sign and email back in order to place as part of the Agenda Item backup.

Should there be any questions, please call me. Thank you.

Vangie Y. Garcia, Contract's Manager
2802 S. Business Hwy. 281
New Administration Building
Edinburg, Texas 78539
(956) 292-7000-Extension 4856
email: evangelina.garcia@co.hidalgo.tx.us

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-09-009-03-03

THIS CONTRACT is made and entered into this **12th** day of **March, 2009,** by and between the **County of Hidalgo, Texas** ("County"), and **Ricardo R. Guerra dba Guerra Construction CO.** ("Sole Proprietor").

WHEREAS, Company responded to request for bids for **"New & Used Guard Rail Beam Materials & Installation"**(the "Services"); and

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

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

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

1. County and Company hereby agrees that this Contract is entered into in order to provide the Service to locations within Hidalgo County and other Hidalgo County sites as specified in Exhibit "A" for **"New & Used Guard Rail Beam Materials & Installation"** This Contract does not extend to any third parties any duties or benefits conferred in any

manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the Services in accordance with the Specifications within **Hidalgo County** following a request for Services by the **Elected Official, Department Head or his designated agent(s)**. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period beginning **March 11, 2009** and ending **March 10, 2010** and may be extended at the sole discretion of County for an additional one (1) year period, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first. County also reserves the right to continue this bid for an additional sixty (60) day Grace Period, under the same rates terms and conditions.

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

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

jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

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

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

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

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

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

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

that Company is an independent contractor under this Contract.

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

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

If to Company **Guerra Construction**
Attn. Mr. Ricardo Guerra
6700 N. Mile 3 ½ W
Weslaco, Texas 78596

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

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

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

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

WITNESS our hands in duplicate originals this_____ day of_____, 2009.

COUNTY OF HIDALGO

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

ATTEST:

Arturo Guajardo, Jr. County Clerk

COMPANY: Guerra Construction

By: _____

Printed Name: Ricardo Guerra

Title: _____

APPROVED AS TO FORM:

By: _____
Antonio Mendoza, Assistant District Attorney

Approved by Commissioners Court: 3/3/09

EXHIBIT "A"

SPECIFICATIONS/REQUIRMENTS

HIDALGO COUNTY

"New & Used Guard Rail Beam Materials & Installation"

RFB: 2009-009-02-18-YZV

-009-

EXHIBIT "A"
HIDALGO COUNTY
"NEW & USED GUARD RAIL BEAM MATERIALS & INSTALLATION"
(Including all funding sources, Programs and Entities)
BID NO.: 2009-009-02-18-YZV
SPECIFICATIONS

1. The county of Hidalgo reserves the right to partially award the contract in order to meet the budget.

2. It shall be the Contractor's responsibility to locate underground utilities, whether shown or not shown on the drawings, sufficiently in advance of operations to preclude damage to same.

3. Water, sewer, or other utility services shall not be interrupted. Any damages to existing utilities will be Contractor's responsibility.

4. In the event of damage to underground facilities, whether shown or not shown in the drawings, the Contractor shall make the necessary repairs to place the facilities back in service and not increase in the Contractor's price and all such repairs conform to the requirements of the company or agency servicing the facility.

5. The Contractor shall exercise extra care to prevent damage to all other structures in the area including buildings, fence, roads, pipelines, utilities, etc., whether publicly or privately owned.

6. Until Acceptance by Hidalgo County of any part or all of the Construction, as provided for in the plans and these specifications, it shall be under charge and care of the contractor, and he shall take every necessary precaution against injury or damage to any part of the work. The Contractor shall rebuild, repair, restore or make good, at his own expense, all injuries or damage to any portion of the work before its completion and acceptance.

7. In case the Contractor deems extra compensation is due him for proposed work not covered in the contract, the Contractor shall notify Hidalgo County in writing of his claim for such extra compensation before the begins the work. Failure on the part of the Contractor to give such notification shall constitute a waiver of claim for such extra compensation. The Contractor shall not proceed until a written Change Order is approved by Hidalgo County and Contractor.

8. Prospective bidders shall make a careful examination of the project sites.

9. Contractors shall review his overall method and schedule of construction with the County prior to construction for proper coordination of inspection.

10. The Contractor shall at all times provide access to existing homes.

11. No open trenches or excavation shall be left open overnight.

12. The contractor will provide all labor and materials for the subgrade preparation and for preparation of the caliche base. The Precincts will be responsible for placement of Prime Coat

and Hot Mix Asphaltic Concrete or the prepared caliche base. The Contractor shall coordinate this work with the designated precinct's foreman.

13. The initial contract term for this project will be for one (1) year with the County's option to extend for an additional one (1) year terms.

14. The contract shall remain in effect until contract expires, delivery/completion of services ordered or terminated by either party with a thirty (30) day written notice prior to any cancellation.

15. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period, under the same rates, terms and conditions.

16. Hidalgo County reserves the right to award to one (1) or MULTIPLE vendors which ever is more valuable to the County.

17. Hidalgo County reserves the right to add/delete items as it deems to be in the best interest of the County.

18. Items may be substituted by vendors but, must be **equal or better** and must be approved by the Hidalgo County if quoted item is out of stock.

19. **Market Volatility and Unit Price Adjustment:**

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 to 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 is 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 then (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.

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

ADDITIONAL INFORMATION:

Hidalgo County is requesting that any and all questions, inquiries and clarifications regarding quotes, bids proposals or statements or qualifications be addressed to, Yolanda Velasquez Buyer, Physical Address: 2802 S. Business Hwy. 281, Edinburg, TX Postal/Mailing Address: 2812 S. Business Hwy 281, New Administration Building, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, Wednesday, February 11, 2009 by 5:00 p.m. Responses to said inquiries will be sent to all applicants via facsimile by no later than Friday, February 13, 2009 by 5:00 p.m.

TX. DOT SPECIFICATIONS

BID SPECIFICATIONS

ATTENTION: DESIGN ENGINEERS AND GRAPHICS COORDINATORS

TITLE	DESCRIPTION
	BARRIER (FLEXIBLE)
MBGF-94	Metal Beam Guard Fence
GF(RRSP)-96	Metal Beam Guard Fence, Railroad Signal Protection
EMW HBF-74	Expanded Metal Mesh Headlight Barrier Fence
CA HBF-69	Control-of-Access Headlight Barrier Fence
BED-91	Bridge End Details
CLF-00	Chain-Link Barrier Fence, 4 and 6 Foot Height
	BARRIER (RIGID)
CTBI(1)-99	Concrete Traffic Barrier, Type 1, Precast or Cast-In-Place (Bridge)
CTB(2)-92	Concrete Traffic Barrier, Types 2 & 3, Roadway CTB Cast-in-Place
CTBI(3)-00	Concrete Traffic Barrier, Type 2, Roadway CTB at Light Poles
CTBI(4)-00	Concrete Traffic Barrier, Bridge and Roadway with Illumination
PCTB(1)-90	Precast Concrete Traffic Barrier, Type 2
PCTB(2)-96	Precast Concrete Traffic Barrier, Type 2
PCTB(3)-94	Precast Concrete Traffic Barrier, Type 3
HBF(CTB)-81	Headlight Barrier Fence, Mounted on Concrete Traffic Barrier
CBR(P&P)-87	Concrete Barrier Rail (Portable and Precast)
SSCB(1)-99	Single Slope Concrete Barrier, Type 1 (Bridge)
SSCB(2)-00A	Single Slope Concrete Barrier, Type 2
SSCB(3)-00	Single Slope Concrete Barrier, Type 3 (Cast-in-Place at Bridge Ends or Median Obstructions)
SSCB(4)-00	Single Slope Concrete Barrier, Type 4 (Cast-in-Place, Bridge and Roadway with Illumination)
LPCB(1)-92	Low Profile Concrete Barrier (Portable and Precast) (Sheet 1 of 2)
LPCB(2)-92	Low Profile Concrete Barrier (Portable and Precast) (Sheet 2 of 2)
	END TREATMENTS/ATTENUATORS/CRASH CUSHIONS
SGT(7)-01	Single Guardrail Terminal (ET-2000 PLUS)
SGT(8)-01	Single Guardrail Terminal (SKT 350)
CATGR(1)-97	Crash Cushion Attenuating Terminal Details (Sheet 1 of 2)
CATGR(2)-97	Crash Cushion Attenuating Terminal Details (Sheet 2 of 2)
CATCB(1)-97	Crash Cushion Attenuating Terminal Details (Sheet 1 of 2)
CATCB(2)-97	Crash Cushion Attenuating Terminal Details (Sheet 2 of 2)
BRST(1)-94	Brakemaster System Terminal Details
BRST(2)-94	Brakemaster System Terminal Details
QUAD(N)-99	Quadguard System (Narrow)
QUAD(W)-99	Quadguard System (Wide)
QGELITE(N)-99	Quadguard (Elite) System (Narrow)
QGELITE(W)-99	Quadguard (Elite) System (Wide)
REACT(N)-00	Reusable Energy Absorbing Crash Terminal (Narrow REACT 350) (2 Sheets)

TITLE	DESCRIPTION
	PAVEMENTS
BAS-94	Bridge Approach Slab (2 Sheets)
CPCR(1)-94	Concrete Pavement Details, One Layer Steel Placement
CPCR(2)-94	Concrete Pavement Details, Two Layer Steel Placement
FDRCP-94	Full Depth Repair of Concrete Pavement
CPCD-94	Concrete Pavement Details, Contraction Design
TA(CP)-99	Terminal Anchorage for Concrete Pavement
JS-94	Concrete Paving Details, Joint Seals
ST(1)-99	Shoulder Texturing (Milled or Rolled Depressions)
ST(2)-99	Shoulder Texturing (Using Pavement Markings)
	TEMPORARY EROSION
EC(1)-93	Temporary Erosion, Control Measures (Fence & Baled Hay)
EC(2)-93	Temporary Erosion, Control Measures (Rock Filter Dams)
EC(3)-93	Temporary Erosion, Control Measures (Construction Exits)
EC(4)-93	Temporary Erosion, Control Measures (Dikes, Earthwork for Erosion Control)
EC(5)-93	Temporary Erosion, Control Measures (Swales, Earthwork for Erosion Control)
EC(6)-93	Temporary Erosion, Control Measures (Sediment Basins & Traps, Earthwork for Erosion Control)
EC(7)-93	Temporary Erosion, Control Measures (Temporary Pipe Slope Drains)
EC(8)-93	Temporary Erosion, Control Measures (Temporary Paved Flumes)
	MISCELLANEOUS
EMRW-94	Earthwork Measurement at Retaining Walls
CCCG-00	Concrete Curb and Curb and Gutter
RAMP-00B	Pedestrian Ramps (2 Sheets)
RHD-97	Ramp Handrail Details
M-92	Right-Of-Way Markers
WF(1)-94	Barbed Wire Fence and Woven Wire Fence, Timber Posts
WF(2)-96	Barbed Wire Fence and Woven Wire Fence, Steel Posts
PCF-99	Post and Cable Fence
BWI-99	Barrier Wall Inlet, Type 1
MB-96	Mailbox Mounting Details (3 Sheets), (Maintenance Division)

DESIGN DETAILS (REQUIRE THE ADDITION OF PROJECT SPECIFIC DETAILS)

1990 MAILBOX TURNOUT DETAIL
Note: Graphics File: MBTURNOUT.DGN

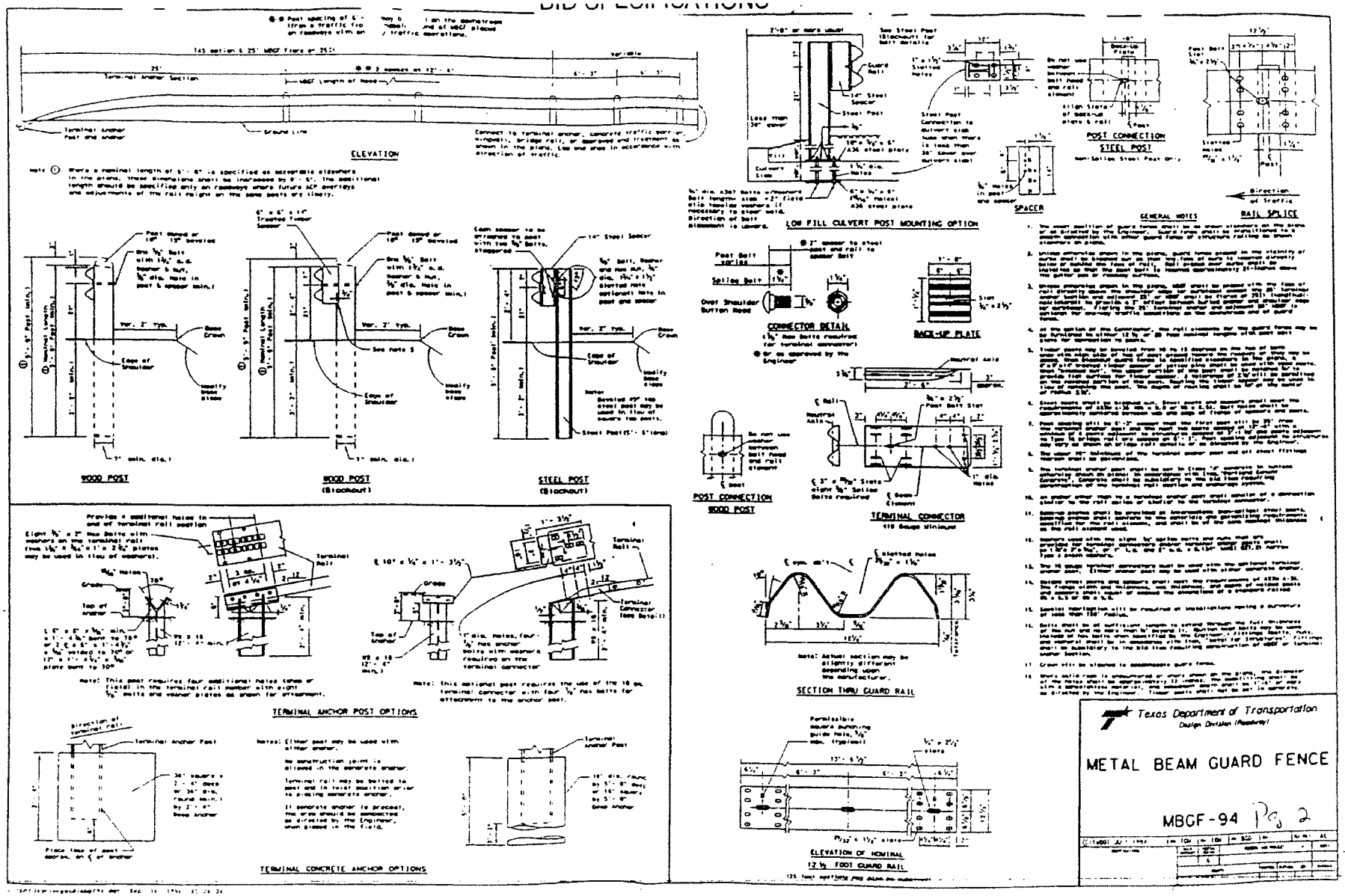
1995 VEHICLE IMPACT ATTENUATOR (SAND FILLED PLASTIC MODULES)
Note: Graphics File: VIASFPM.DGN

CURRENT REVISIONS

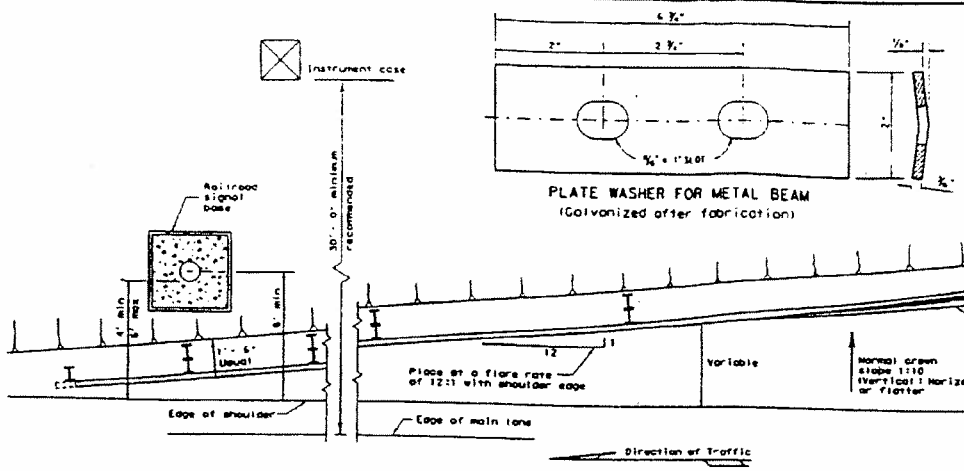
SGT(5)-97 Deleted. Not replaced.
SGT(7)-01 Replaces SGT(7)-00. Revised bill of material, ET 2000 Plus end treatment did not change.
SGT(8)-01 New SKT 350 Guardrail end treatment.
REVISED: July 2001; Contact the Design Division (512) 416-2653

Texas Department of Transportation
Design Division (Roadway)

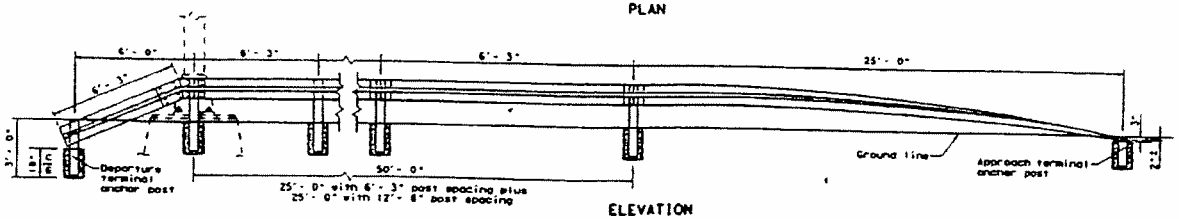
STANDARD SHEETS
AND
DESIGN DETAILS


ELEVATION
WOOD POST
WOOD POST (Blockout)
STEEL POST (Blockout)
LOW FILL CULVERT POST MOUNTING OPTION
CONNECTOR DETAIL
BACK-UP PLATE
POST CONNECTION STEEL POST
SPACER
RAIL SPLICE
POST CONNECTION WOOD POST
TERMINAL CONNECTOR
SECTION THRU GUARD RAIL
TERMINAL ANCHOR POST OPTIONS
TERMINAL CONCRETE ANCHOR OPTIONS
ELEVATION OF NOMINAL 12½ FOOT GUARD RAIL
GENERAL NOTES
Texas Department of Transportation
METAL BEAM GUARD FENCE
MBGF-94 Pg 2

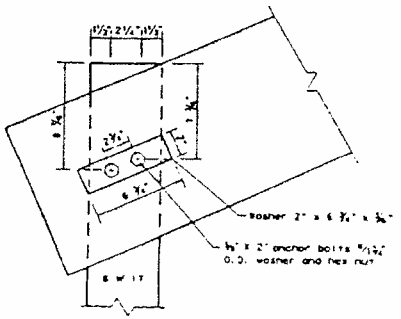
BID SPECIFICATIONS



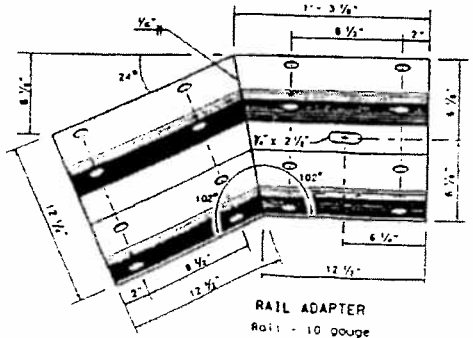
PLAN



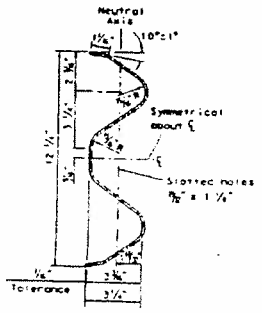
ELEVATION



Departure Terminal
ANCHOR POST



RAIL ADAPTER
Rail - 10 gauge
(Galvanized after fabrication



RAIL ADAPTER END VIEW
Actual section may be slightly different depending upon the manufacturer.

R = Radius
D = Diameter

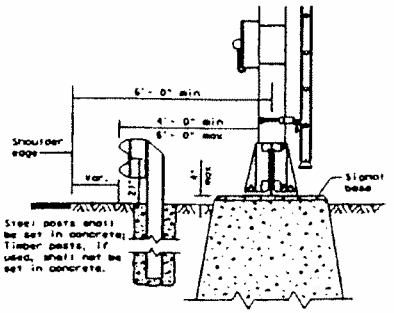


PLATE WASHER FOR METAL BEAM
(Galvanized after fabrication)

GENERAL NOTES

1. For metal beam guard fence details, block out requirements and method of termination, see latest metal beam guard fence details.
2. Timber posts may be used except for terminal installations where steel will be required.
3. The terminal anchor post and rail adapter thereon shall be galvanized as shown.
4. For urban, low speed (less than 50 mph speed zone) facilities, length of guard fence may be reduced as directed by the Engineer to fit street speed and driveway location conditions.

DISCLAIMER:
The use of this standard is governed by the Texas Engineering Practice Act. No warranty of any kind is made by the Texas Department of Transportation for any party's use or adaptation of this standard. The State assumes no responsibility for the conversion of this standard to other formats or for incorrect results or damages resulting from its use.

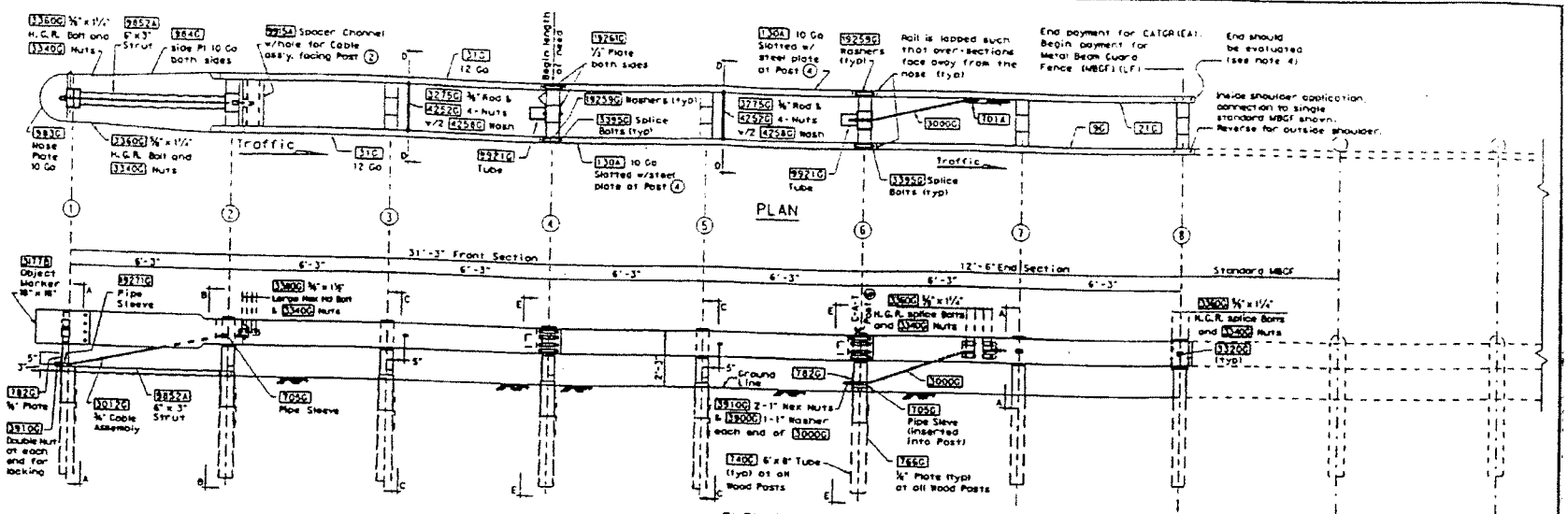
Texas Department of Transportation
Design Division (Roadway)

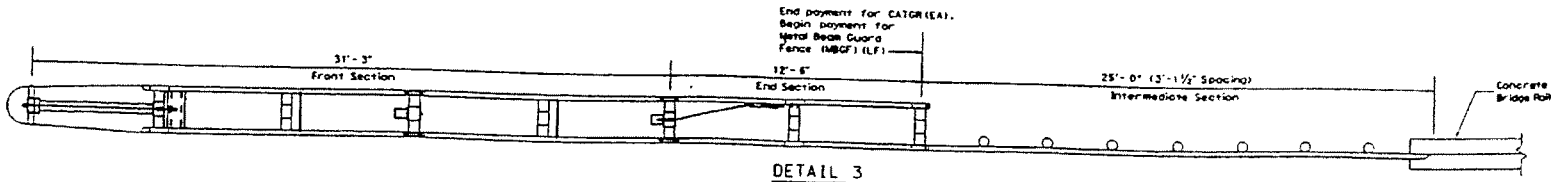
METAL BEAM GUARD FENCE
RAILROAD-SIGNAL PROTECTION

GF(RRSP)-96

Rev 3

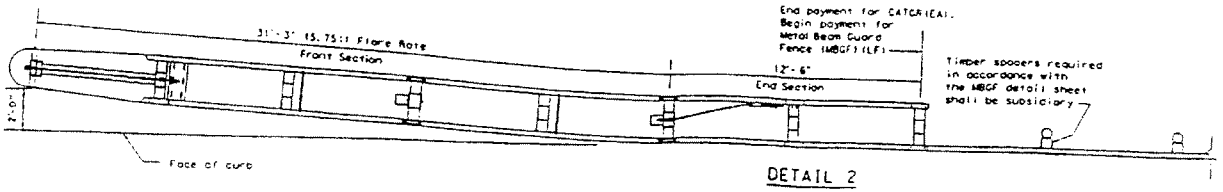
BID SPECIFICATIONS





DETAIL 3

Usual minimum placement to protect bridge ends



DETAIL 2

Placement at curbed locations

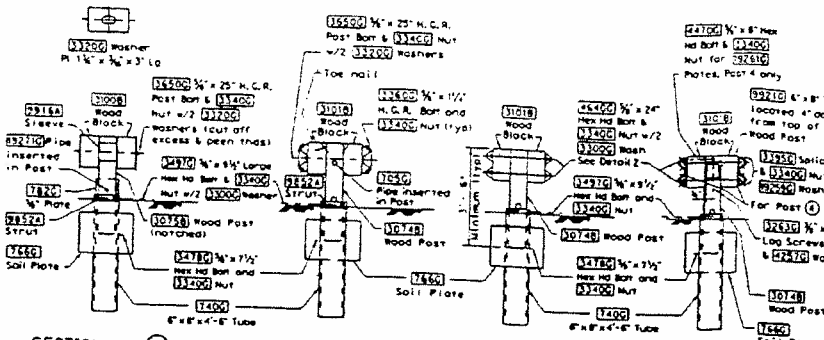
Texas Department of Transportation
Design Division (Roadway)

CRASH CUSHION ATTENUATING TERMINAL (GUARDRAIL)

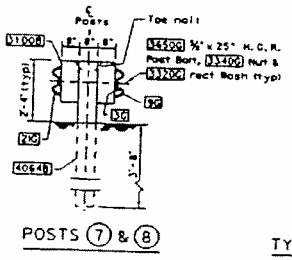
CATGR(1)-97

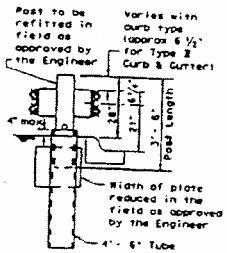
Sheet 1 of 2

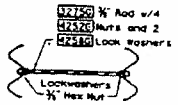
BID SPECIFICATIONS

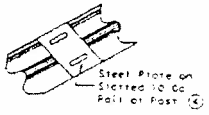


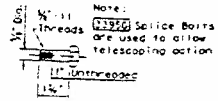
Note:
There are no Rail to Post attachments for Posts (3), (5), & (6)











CATGR GUARDRAIL TERMINAL (POSTS 1-6) BILL OF MATERIALS

Mfr Code #	QTY	DESCRIPTION
983G	1	Nose Plate x 10 GA
984C	2	Side Plate x 10 GA
31G	2	"W" Beam 12 GA x 13'-6 1/2"
130A	2	"W" Beam 10 GA x 13'-6 1/2"
9852A	1	Channel Strut x 6"-6"
740G	6	Steel Foundation Tube
766C	6	Soil Plate 18" x 24"
30756	1	Wood Post 5 1/2" x 7 1/2" (Notched)(Post 1)
30748	5	Wood Post 5 1/2" x 7 1/2" (Post 2 - 6)
3100B	2	Wood Block 5 1/2" x 7 1/2" (Post 1)
3101B	10	Wood Block 5 1/2" x 7 1/2" (Post 2 - 6)
9916A	1	Sleeve (Post 1)
9915A	1	Spacer Channel (Post 2)
9921C	2	Steel Tube (Post 4 & 6)
9271G	1	Pipe Sleeve (Post 1)
705G	1	Pipe Sleeve (Post 2)
9261G	2	Post Plate (Post 4)
782G	1	Bearing Plate (Post 1)
3012G	1	Cable Assembly (From Post 1 to 2)
3275G	2	3/4" Restraint Rod (Post 3 & 5)
9259G	32	Plate Washer (Post 4 & 6)

HARDWARE

3263G	4	3/4" x 2" Lg Lag Screw
4252G	8	3/4" Hex Nut
4258G	4	3/4" Lock Washer
4257G	4	3/4" Flat Washer
33200	4	Rectangular Washer
3395G	32	3/4" x 1 3/4" L. H.H. Splice Bolt
3650G	2	3/4" x 25" Lg H.G.R. Bolt
4640G	8	3/4" x 24" Lg H.H. Bolt
4478G	13	3/4" x 7 1/2" Lg H.H. Bolt
3580G	8	3/4" x 1 1/2" Lg H.H. Bolt
3360G	16	3/4" x 1 1/4" Lg H.G.R. Bolt
3340G	85	3/4" H.G.R. Nut
33000	8	3/4" Flat Washer
3497G	6	3/4" x 9 1/2" Lg H.H. Bolt
39100	4	1" Hex Nut
39000	2	1" Flat Washer

DELINEATOR

3177B	1	Object Marker (18" x 18") (Cut to fit)

CATGR GUARDRAIL TERMINAL (POSTS 7-8) BILL OF MATERIALS

Mfr Code #	QTY	DESCRIPTION
4064B	2	Wood Post 5 1/2" x 7 1/2" x 6'
3101B	4	Wood Block 5 1/2" x 7 1/2"
21G	1	"W" Beam Guard Rail (12 Ga)
9G	1	"W" Beam Guard Rail (12 Ga)
701A	1	Bracket
782G	1	Bearing Plate (Post 6)
705G	1	Pipe Sleeve (Post 6)
3000G	1	Cable Assembly (From Post 6 to Rail)
33200	2	Rectangular Washer

HARDWARE

3360G	24	3/4" x 1 1/4" H.G.R. Splice Bolt
3400G	4	3/4" x 25" H.G.R. Post Bolt
3580G	8	3/4" x 1 1/2" Hex Hd Bolt
3340G	28	3/4" H.G.R. Nut
33000	8	3/4" Washer
39100	4	1" Hex Nut
39000	2	1" Washer

GENERAL NOTES

1. Crown will be widened to accommodate the CAT system. The crown should extend at least 3 feet beyond the inside face of rail. The ground line at posts should be an extension of the roadway surface crown.
2. All bolts, nuts, washers, cable assemblies, cable anchors, post tubes, backup plates, and soil plates shall be galvanized.
3. The exposed end segment of an "End Section" should be evaluated as a potential obstacle in the determination of the need of MBGF for the opposing direction of traffic.
4. As a usual minimum, a 25 foot section of MBGF with uniform post spacing of 3'-1.5" beyond the "End Section" is required immediately upstream of attachment to a rigid barrier. See Detail 3.
5. For placement at curb sections, the height from gutter pan to post bolt will be 21", and the front section shall be flared (See Detail 2).
6. The wood blockouts shall be "toe nailed" to the rectangular wood posts to prevent them from turning when the wood shrinks.
7. Either 6" x 8" or 5 1/2" x 7 1/2" wood blocks may be used at posts 1 through 8 as supplied by the manufacturer.
8. An object marker shall be installed on the front of the terminal as detailed on the DSGN(VIA).

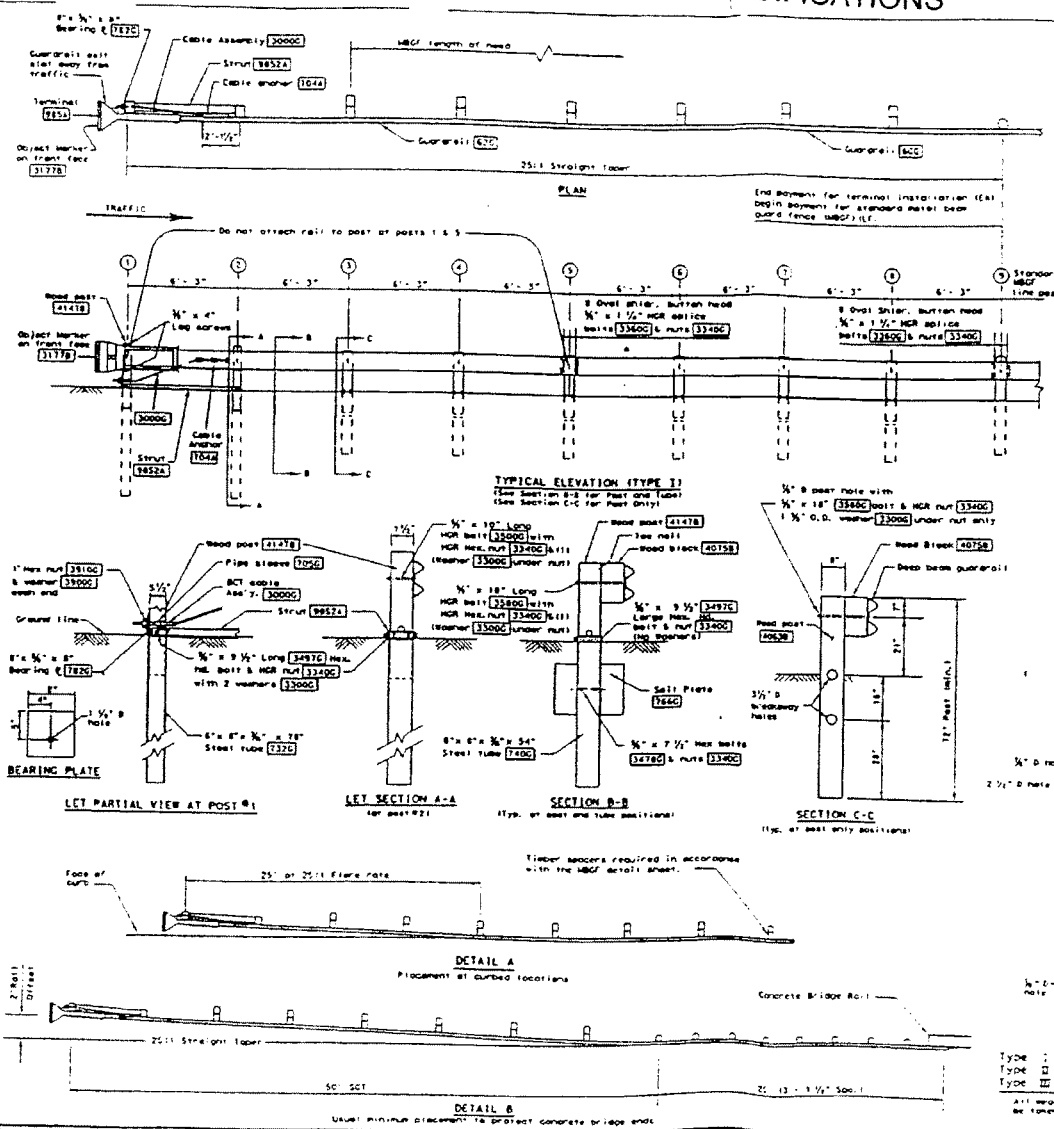
Texas Department of Transportation
Design Division (Roadway)

CRASH CUSHION ATTENUATING TERMINAL (GUARDRAIL)

CATGR(2)-97

Sheet 1 of 1

BID SPECIFICATIONS



DISCLAIMER:
The use of this standard is governed by the Texas Engineering Practice Act. No liability of any kind is assumed by the Texas Department of Transportation for any damages resulting from its use.

GENERAL NOTES

1. The type of SGT unit will be specified elsewhere in the plans. (Numbers in circles indicate post positions.)

	Post & Tube	Post Only
Type I	Posts ① thru ⑥	Posts ⑦ thru ⑧
Type II	Posts ① thru ⑥	Posts ⑦ thru ⑧
Type III	Posts ① thru ⑥	None

2. Wood posts are required with this guardrail end treatment.
3. All bolts, nuts, cable assemblies, cable anchors, steel tubes & bearing plates shall be galvanized.
4. For non-curb installations, the MBGF will be flared at a rate of 25:1 over the first 50 feet of the system to prevent the terminal head from encroaching on the shoulder. The flare may be decreased or eliminated for specific installations if directed by the Engineer. A 25:1 flare rate will be used at curb sections, beginning at post number 1 and ending at post number one.
5. The steel tubes shall not protrude more than 4 inches above ground. Site grading may be necessary to meet this requirement.
6. The steel tubes may be driven with an approved driving head. They shall not be driven with the wood post in the tube. If the steel tubes are placed in drilled holes, the backfill material must be satisfactorily compacted to prevent tube settlement.
7. When rock excavation is encountered, a 12 inch diameter post hole, 20 inches deep may be used if approved by the Engineer. Granular material will be placed in the bottom of the hole approximately 2 ½ inches deep to provide drainage. The steel tube sleeves will be field cut to 20 inches in length, placed in the hole and backfilled with adequately compacted material excavated from the hole.
8. The breakaway cable assembly must be taut. A tooling device, fence grips or another item of equal should be used to prevent the cable from twisting when tightening the nuts.
9. The wood blockouts shall be "toe nailed" to the rectangular wood posts to prevent them from turning when the wood splices.
10. For curb installations, the rail tubes and posts shall be installed at the proper ground elevation behind the curb. The posts will then require field drilling new holes to accommodate the rail to post connection bolt to maintain the proper height of the rail above the gutter pan. The excess post length above the rail will be removed if directed by the Engineer.
11. An object marker shall be installed on the front of the impact head as detailed on OBJMKR(VIA).
12. A special site evaluation should be considered, prior to using this end treatment where there is less than 25 feet between the extrusion side of the end treatment and any adjacent driving lane.

BILL OF MATERIAL

Cable ID	LET-2000 Type I Qty.	LET-2000 Type II Qty.	LET-2000 Type III Qty.	ET-2000 Type II Qty.	ET-2000 Type III Qty.	DESCRIPTION
620	1	1	1	1	1	31' Deep Beam Guardrail (12 Gal at 25')
60C	1	1	1	1	1	87 Deep Beam Guardrail (12 Gal at 25')
732C	2	2	2	-	-	Steel Tube - 6"x 8"x 78"x ⅜"
740C	0	2	6	4	8	Steel Tube - 6"x 8"x 54"x ⅜"
766C	0	2	6	4	8	Soil Plate - 18"x 24"x ½"
41478	2	4	8	4	8	Wood Posts - 5 ½" x 7 ½" x 45"
40638	6	4	0	4	0	Wood CRT Posts - 6"x 8"x 72"
40758	6	6	6	7	7	Wood Block - 6"x 8"x 14"
705C	1	1	1	1	1	Pipe Sleeve - 2" std. pipe x 5 ½"
782C	1	1	1	1	1	Bearing Plate - 8"x 8"x ⅜"
3041	1	1	1	1	1	Cable Anchor
3000C	1	1	1	1	1	Cable Assembly 1⅛" x 78'-1"
98572A	1	1	1	-	-	Inline Strut
9918A	-	-	-	1	1	Offset Strut
985A	1	1	1	1	1	ET-2000 Guardrail Terminal

HARDWARE

3497G	2	4	8	4	8	⅜" x 9 ½" Hex Hd. Bolt (Top of Tubes)
3300C	11	11	11	11	11	⅜" Washers
3478G	2	4	8	8	16	⅜" x 1 ½" Hex Bolt
3500C	1	1	1	-	-	⅜" x 10" Post Bolt (Post 2 of LET)
3580C	4	6	6	7	7	⅜" x 18" HGR Post Bolt (posts ③ thru ⑧)
3560C	18	16	16	16	16	⅜" x 1 ½" HGR Splice Bolt
3340C	27	31	39	35	43	⅜" HGR Nut (1-end, T-posts, 2-strut, 2 each at tube ① thru ⑥)
4278C	2	2	2	2	2	⅜" x 4" Lag Screw
3810C	2	2	2	2	2	1" Hex Nut (anchor Cable)
3900C	2	2	2	2	2	1" Washer (anchor Cable)
31778	1	1	1	1	1	Object Marker (18" x 18")

Type I: Posts ① thru ⑥
Type II: Posts ① ② thru ⑥
Type III: Posts ① ② ③ thru ⑥

All embedment depths should be taken from bottom of posts.

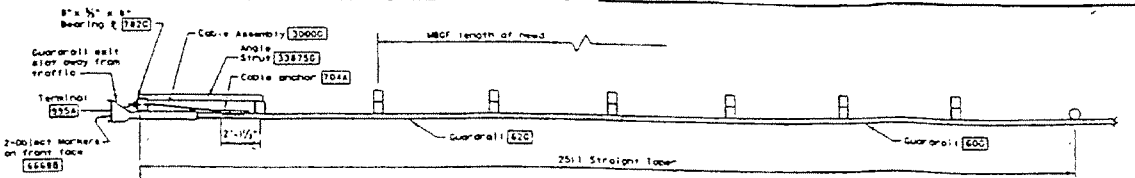
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P = Projection

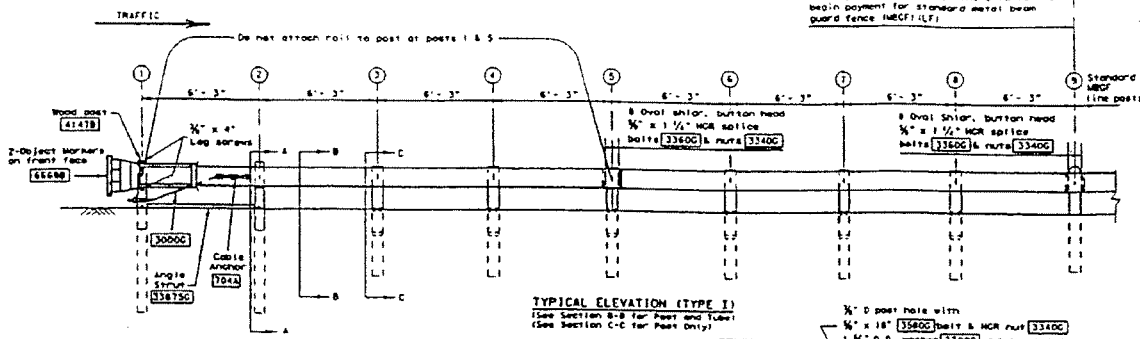
Texas Department of Transportation
Design Division (Roadway)

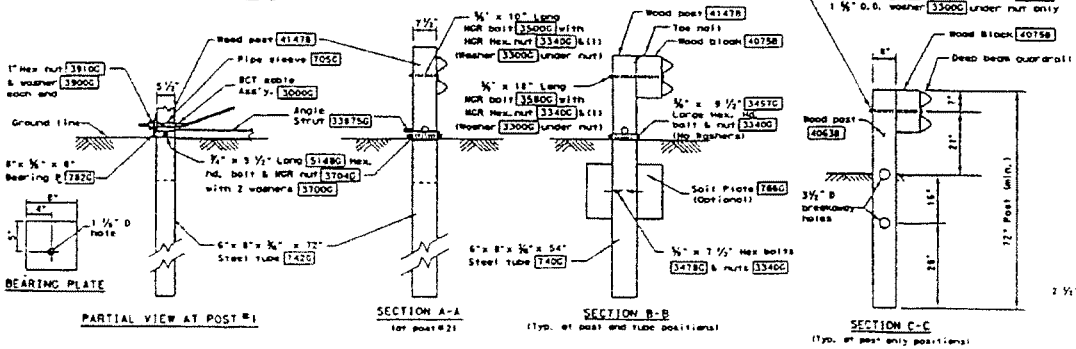
SINGLE GUARDRAIL TERMINAL
(LET-2000 & ET-2000)

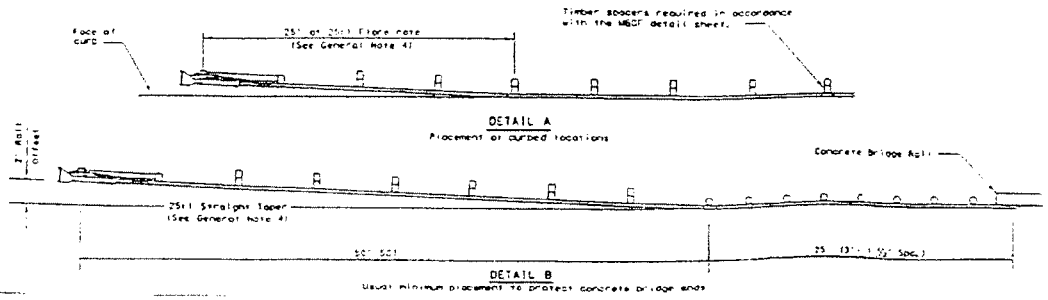
SGT(6)-97 Pg 6

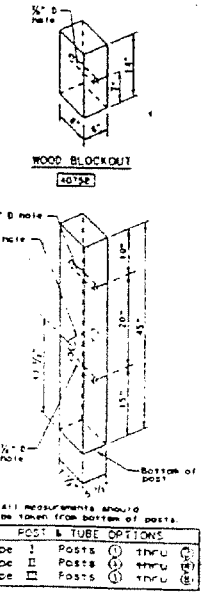
BID SPECIFICATIONS











POST & TUBE OPTIONS		
Type I	Posts (1) thru (5)	
Type II	Posts (1) thru (5)	
Type III	Posts (1) thru (5)	(8) (9)

D = Radius
C = Diameter

GENERAL NOTES

1. The type of SGT unit will be specified elsewhere in the plans. (Numbers in circles indicate post positions.)

Post & Tube Options			Post Only	
Type I	Posts (1) thru (5)		Posts (6) thru (8)	
Type II	Posts (1) thru (5)		Posts (6) thru (8)	
Type III	Posts (1) thru (5)		None	

2. Wood posts are required with this guardrail end treatment.
3. All bolts, nuts, cable assemblies, cable anchors, steel tubes & bearing plates shall be galvanized.
4. For non-curb installations, the MBGF will be flared at a rate of 25:1 over the first 50 feet of the system to prevent the terminal head from encroaching on the shoulder. The flare may be decreased or eliminated for specific installations if directed by the Engineer. A 25:1 flare rate will be used at curb sections, beginning at post number 5 and ending at post number one.
5. The steel tubes shall not protrude more than 4 inches above ground. Site grading may be necessary to meet this requirement.
6. The steel tubes may be driven with an approved driving head. They shall not be driven with the wood post in the tube. If the steel tubes are placed in drilled holes, the backfill material must be satisfactorily compacted to prevent tube settlement.
7. When rock excavation is encountered, a 12 inch diameter post hole, 28 inches deep may be used if approved by the Engineer. Granular material will be placed in the bottom of the hole approximately 2 1/2 inches deep to provide drainage. The steel tube sleeves will be flare cut to 20 inches in length, placed in the hole and backfilled with adequately compacted material incinerated from the hole.
8. The breakaway cable assembly must be taut. A locking device, (vice grips or channel lock pliers) should be used to prevent the cable from twisting when tightening the nuts.
9. The wood blockouts shall be "toe nailed" to the rectangular wood posts to prevent them from turning when the wood shrinks.
10. For curb installations, the soil tubes and posts shall be installed on the proper ground elevation behind the curb. The posts will then require field drilling new holes to accommodate the rail to post connection bolt to maintain the proper height of the rail above the gutter pan. The excess post length above the rail will be removed if directed by the Engineer.
11. An object marker shall be installed on the front of the impact head as detailed on OBJM(VSA).
12. A special site evaluation should be considered, prior to using this end treatment where there is less than 25 feet between the extrusion side of the end treatment and any adjacent driving lane.

BILL OF MATERIAL

Code #	Post & Tube Options: Type I Qty.	Type II Qty.	Type III Qty.	DESCRIPTION
62C	1	1	1	#1 Deep Beam Guardrail (12 Gal at 25')
60C	1	1	1	#2 Deep Beam Guardrail (12 Gal at 25')
742C	2	2	2	Steel Tube - 6"x 8"x 72"± & ¾"
740C	0	2	6	Steel Tube - 6"x 8"x 54"± & ¾"
766G	0	2	6	Soil Plate - 18"x 24"x ½" - Optional
4147B	2	4	8	Wood Posts - 5 ½" x 7 ½" x 45"
4063B	6	4	0	Wood CRT Posts - 6"x 8"x 72"
4075B	6	6	6	Wood Block - 6"x 8"x 14"
705C	1	1	1	Pipe Sleeve - 2" std. pipe x 5 ½"
782C	1	1	1	Bearing Plate - 8"x 8"x ¾"
704A	1	1	1	Cable Anchor
3000C	1	1	1	Cable Assembly (¾" x 78")
33875G	1	1	1	Angle Strut
995A	1	1	1	ET-2000 Plus Guardrail Terminal
HARDWARE				
5148G	2	2	2	¾" x 9 ½" Hex Hd (Top of tubes 1&2)+A325
3300C	7	7	7	¾" Washers
3478C	2	14	14	¾" x 7 ½" Hex Bolt
3500C	1	1	1	¾" x 10" Post Bolt (Post 2 of ET)
3580C	6	6	6	¾" x 18" HCR Post Bolt (posts(2) thru (8))
2260C	16	16	16	¾" x 1 ½" HCR Splice Bolt
3340C	25	43	43	¾" HCR Nuts(16-soil, 3-posts, 2 each of tube (2) thru (8))
4228C	2	2	2	¾" x 4" Lag Screw
3910C	2	2	2	1" Hex Nut (Anchor Cable)
3900C	2	2	2	1" Washer (Anchor Cable)
666BB	2	2	2	Object Marker (12" x 12")
3730C	4	4	4	¾" Washer
3704C	2	2	2	¾" Heavy Hex Nut
3497C	6	6	6	¾" x 9 ½" Hex Hd (Top of Tubes 3-8)+A307

Texas Department of Transportation
Design Division (Roadway)

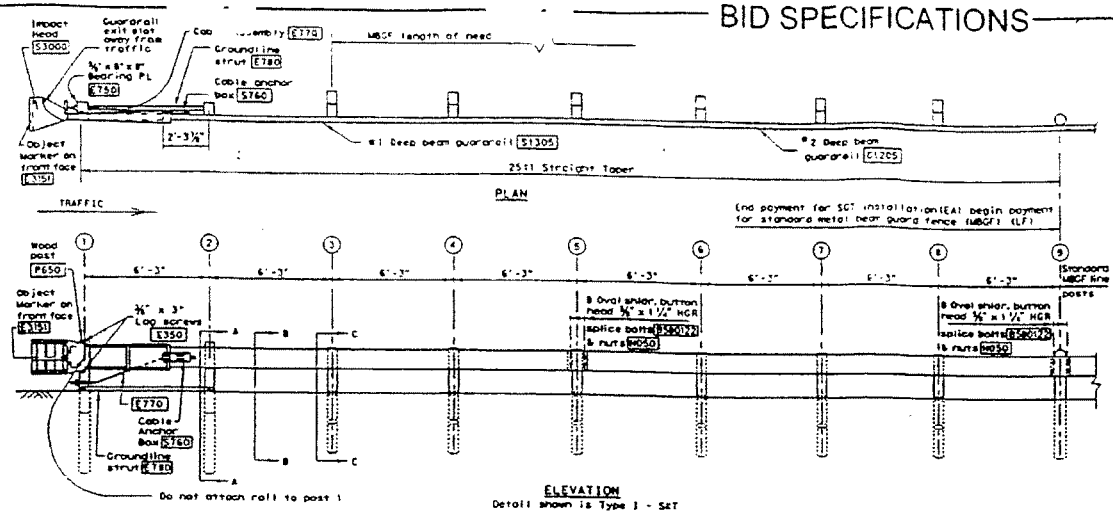
SINGLE GUARDRAIL TERMINAL
(ET-2000 PLUS)
SGT(7)-01

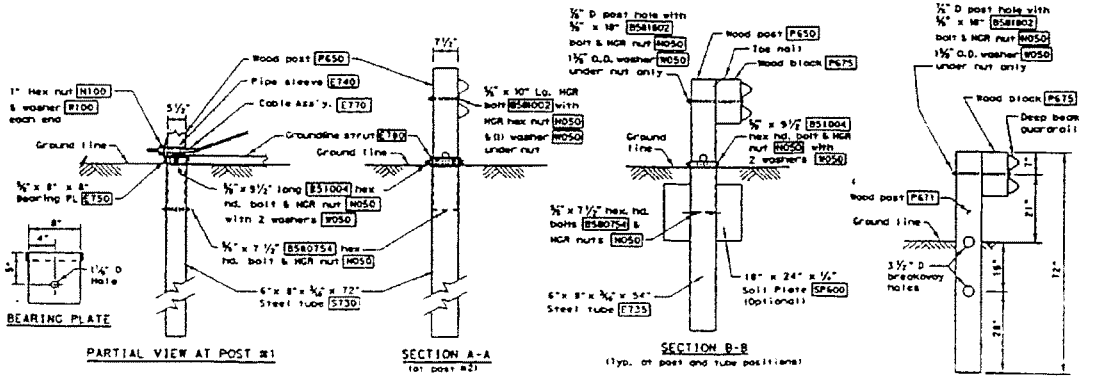
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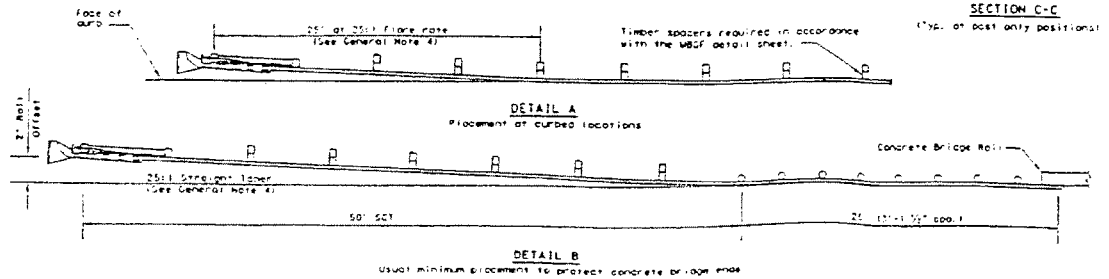
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©TxDOT April 1997		CONT	SECT	JOB		HIGHWAY
						6

Users warned to use for intended results or damages resulting from its use.

BID SPECIFICATIONS





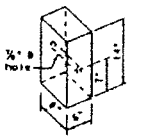


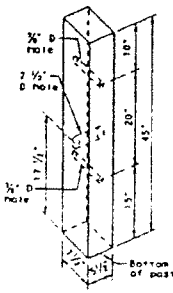
GENERAL NOTES

1. The type of SGT unit will be specified elsewhere in the plans. (Numbers in circles indicate post position.)

Post & Tube Options	Post Only
Type I Posts ① thru ⑫	Posts ⑬ thru ⑱
Type II Posts ① thru ⑭	Posts ⑮ thru ⑱
Type III Posts ① thru ⑱	None

2. Wood posts are required with this guardrail end treatment.
3. All bolts, nuts cable assemblies, cable anchors, steel tubes & bearing plates shall be galvanized.
4. For non-curb installations, the MBGF will be flared at a rate of 25:1 over the first 50 feet or the system to prevent the terminal head from encroaching on the shoulder. The flare may be decreased or eliminated for specific installations if directed by the Engineer. A 25:1 flare rate will be used at curb sections, beginning at post number 5 and ending at post number one.
5. The steel tubes shall not protrude more than 4 inches above ground. Site grading may be necessary to meet this requirement.
6. The steel tubes may be driven with an approved driving head. They shall not be driven with the wood post in the tube. If the steel tubes are placed in drilled holes, the backfill material must be satisfactorily compacted to prevent tube settlement.
7. When rock excavation is encountered, a 12 inch diameter post hole, 20 inches into the rock may be used if approved by the Engineer. Granular material will be placed in the bottom of the hole approximately 2 ½ inches deep to provide drainage. The steel tube sleeves will be field cut to not less than 28 inches in length, placed in the hole and backfilled with adequately compacted material excavated from the hole.
8. The breakaway cable assembly must be taut. A locking device, (vice grips or channel lock pliers) should be used to prevent the cable from twisting when tightening the nuts.
9. The wood blockouts shall be "toe nailed" to the rectangular wood posts to prevent them from turning when the wood shrinks.
10. For curb installations, the soil tubes and posts shall be installed at the proper ground elevation behind the curb. The posts will then require field drilling new holes to accommodate the rail to post connection bolt to maintain the proper height of the rail above the gutter pan. The excess post length above the rail will be removed if directed by the Engineer.
11. An object marker shall be installed on the front of the impact head as detailed on D&TM(IV)(A).
12. A special site evaluation should be considered, prior to using this end treatment where there is less than 25 feet between the outlet slope of the end treatment and any adjacent driving lane.





All measurements should be taken from bottom of posts.

POST & TUBE OPTIONS
Type I - post ① thru ⑫
Type II - post ① thru ⑭
Type III - post ① thru ⑱

BILL OF MATERIAL

Code #	Post & Tube Options: Type I Qty.	Type II Qty.	Type III Qty.	DESCRIPTION
S1305	1	1	1	#1 Deep Beam Guardrail (12 Ga.)
G1205	1	1	1	#2 Deep Beam Guardrail (12 Ga.)
S730	2	2	2	Steel Tube - 6" x 8" x ⅜" x 72"
E735	0	2	6	Steel Tube - 6" x 8" x ⅜" x 54"
SP600	0	2	6	Soil Plate - 18" x 24" x ½" - Optional
P650	2	4	8	Wood Posts - 5½" x 7½" x 45"
P671	6	4	0	Wood CRT Posts - 6" x 8" x 72"
P675	6	6	6	Wood Blockouts - 6" x 8" x 14"
E740	1	1	1	Pipe Sleeve - 2" Std. Pipe x 5½"
E750	1	1	1	Bearing Plate - ⅝" x 8" x 8"
S760	1	1	1	Cable Anchor Box
E770	1	1	1	Cable Assembly
E780	1	1	1	Groundline Strut
S3000	1	1	1	Impact Head
HARDWARE				
B580754	2	6	14	⅝" x 7 ½" Hex Hd. Bolt
B51004	2	4	8	⅝" x 9 ½" Hex Hd. Bolt (Top of Tubes)
W050	11	15	23	⅝" Washers
B581002	1	1	1	⅝" x 10" HGR Post Bolt (Post 2)
B580122	16	16	16	⅝" x 1 ½" HGR Splice Bolt
B581802	6	6	6	⅝" x 18" HGR Post Bolt (Posts ⑤ thru ⑩)
M050	27	33	45	⅝" HGR Nut (16-Spt, T-Posts, 2-Strut, 2 ea. at Tube ① thru ⑫)
E350	2	2	2	⅝" x 3" Lag Screw
N100	2	2	2	1" Hex Nut (Anchor Cable)
W100	2	2	2	1" Washer (Anchor Cable)
S858A	8	8	8	Cable Anchor Box Shoulder Bolts
M055A	8	8	8	½" A325 Structural Nut
W050A	16	16	16	½" A325 Structural Washer
E351	1	1	1	Object Marker - (18" x 18")

P = Radius
D = Diameter

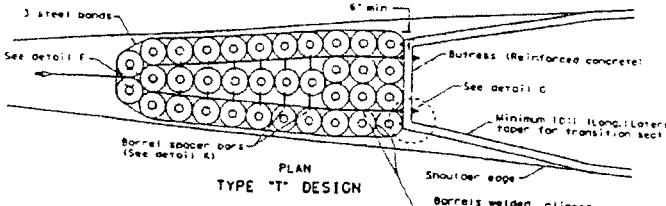
Texas Department of Transportation
Design Division (Roadway)

SINGLE GUARDRAIL TERMINAL
(SKT 350)

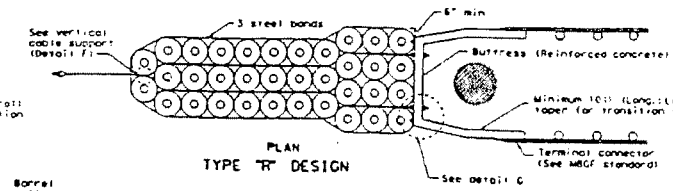
SGT(8)-01 Pg 8

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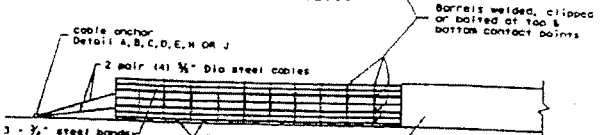
BID SPECIFICATIONS



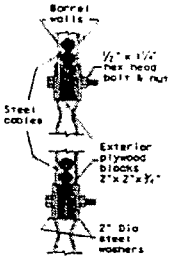
PLAN
TYPE "T" DESIGN



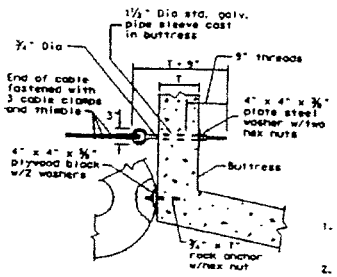
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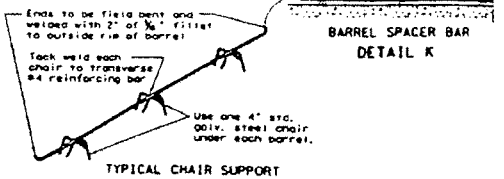
ELEVATION
TYPICAL VIA LAYOUT



VERTICAL CABLE SUPPORT
DETAIL F

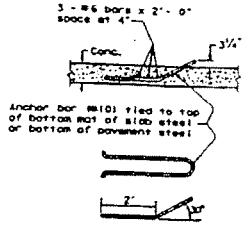


EYE BOLT DETAIL
DETAIL G

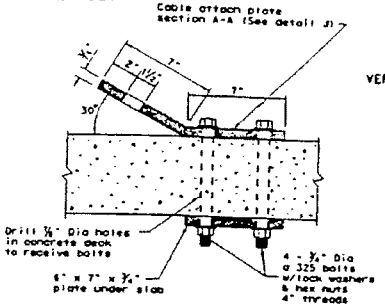


BARREL SPACER BAR
DETAIL K

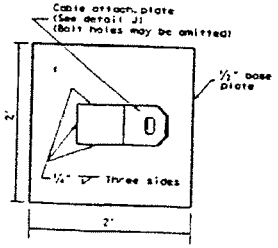
TYPICAL CHAIR SUPPORT
DETAIL I

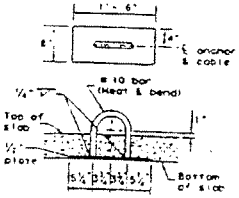


(BRIDGE SLABS OR CONCRETE SHOULDERS)
DETAIL A

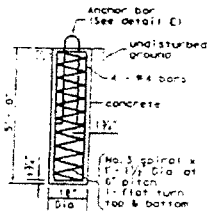


(FOR EXISTING BRIDGE SLABS)
DETAIL D

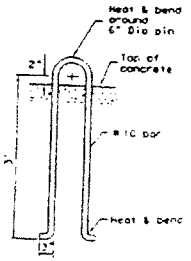




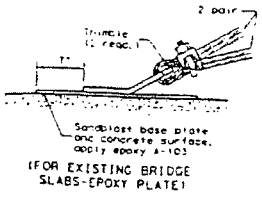
(NEW BRIDGE SLABS)
DETAIL B



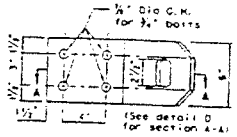
(FOR ROADWAY & ROADSIDE)
DETAIL C



(ANCHOR BAR)
DETAIL E



(FOR EXISTING BRIDGE SLABS-EPOXY PLATE)
DETAIL H



CABLE ATTACHMENT PLATE (TOP VIEW)
DETAIL J

CABLE ANCHORS

GENERAL NOTES

1. All cable fittings, anchor bars, bolts, nuts, washers and miscellaneous hardware shall be galvanized. Steel cables may be furnished black, unless otherwise specified. Nuts and bolts shall be in accordance with ASTM-A325.
2. Steel cable furnished shall be at least ⅜ inch in diameter and shall have a minimum breaking strength of 20 tons. Cable should be tensioned as directed by the Engineer.
3. Steel barrels will be interconnected at the top and bottom at all points of contact by bolting, clipping or welding as directed by the Engineer. Where adjacent barrels are not in contact, spacer bars shall be provided and attached to the tops and bottoms of the barrels.
4. Barrel crush strength is determined by hole out-outs size in top and bottom of each barrel. Barrels with 20 gauge tops and bottoms shall be supplied with 7 inch diameter holes on top and bottom. Where used paint barrels are provided, hole size shall be 13 ½ inches in top and bottom for both tight and loose headed drums. Rim clamps on loose headed drums shall be discarded and ribs welded to rims with eight equally spaced one inch beads. Unless otherwise specified, barrels need not be galvanized and thin layers of paint residue in paint barrels need not be removed. Unless shown elsewhere in plans, barrel exteriors are to be painted. All rusty areas are to be wire-brushed to remove all rust and prime coated with 2.0 mils minimum of commercial primer. After prime coat is thoroughly dry, all exterior surfaces shall be painted with a minimum dry film thickness of 5.0 mils of commercial gloss enamel, white in color unless otherwise specified. When the barrel is required to be reflectorized, the reflectorization shall be achieved as shown elsewhere in the plans.
5. Concrete for the installation shall be Class A or Class C concrete. Steel bars used in anchors shall be Grade 60 ASTM A615, and exposed bars shall be galvanized after required field heating and bending.

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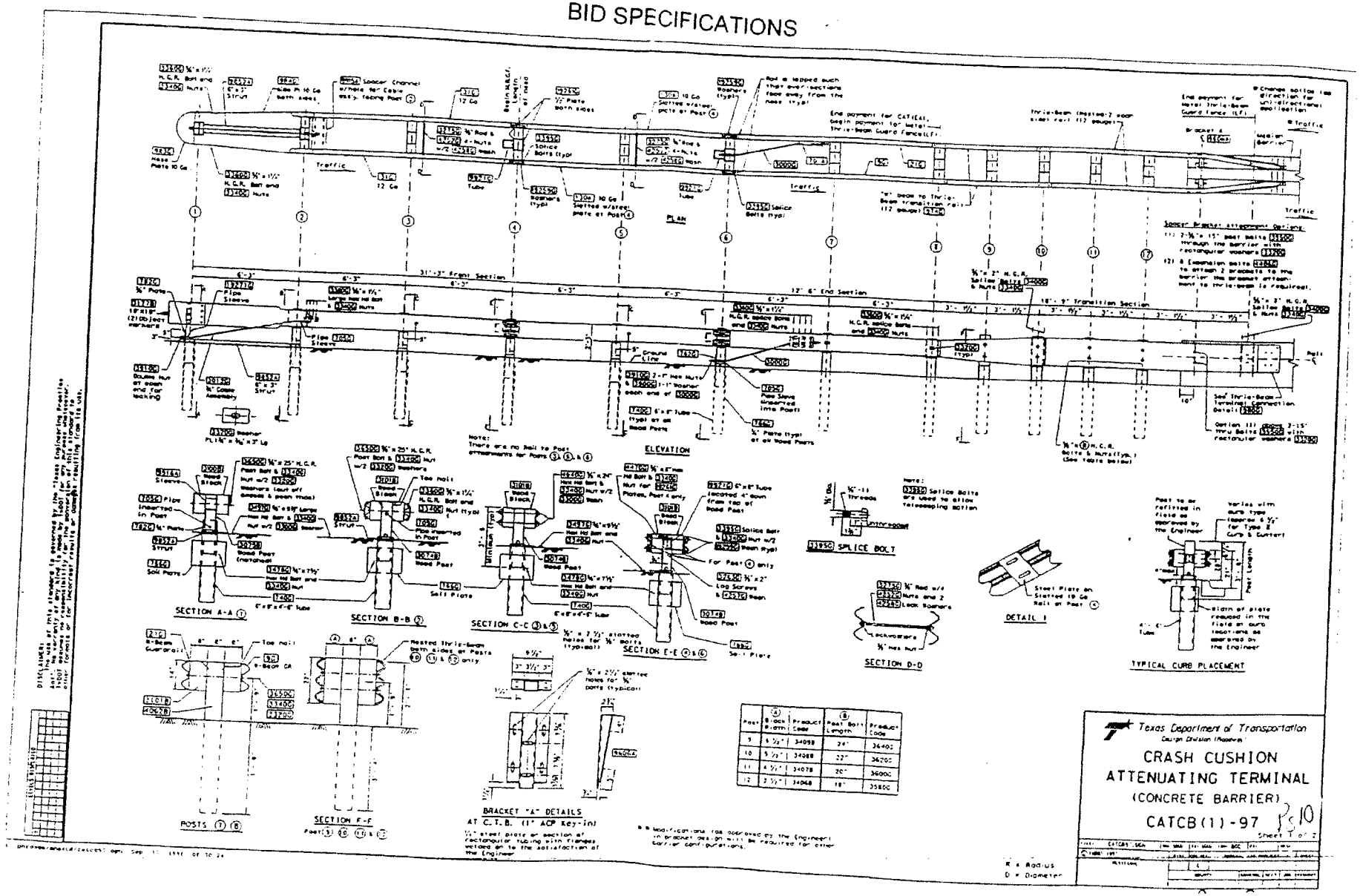
Texas Department of Transportation
(Design Division (Roadway))

VEHICLE IMPACT ATTENUATOR

CRASH CUSHION DETAILS

VIA(CCD)-95

BID SPECIFICATIONS



BID SPECIFICATIONS

CATCB FRONT SECTION (POSTS 1 THRU 6)

BILL OF MATERIAL

Mfr Code #	QTY	DESCRIPTION
983G	1	Nose Plate (10 Ga)
984C	2	Side Plate (10 Ga)
31C	2	"W" Beam 12 Ga x 13'-6 1/2"
130A	2	"W" Beam 10 Ga x 13'-6 1/2"
9852A	1	Channel Strut x 6'-6"
740C	6	Steel Foundation Tube
768C	6	Soil Plate 18" x 24"
30758	1	Wood Post 5 1/2" x 7 1/2" (Notched) (Post 1)
30748	5	Wood Post 5 1/2" x 7 1/2" (Post 2-6)
31008	2	Wood Block 5 1/2" x 7 1/2" (Post 1)
31018	10	Wood Block 5 1/2" x 7 1/2" (Post 2-6)
9916A	1	Sleeve (Post 1)
9915A	1	Spacer Channel (Post 2)
9921C	2	Steel Tube (Posts 4 & 6)
1927IG	1	Pipe Sleeve (Post 1)
705C	1	Pipe Sleeve (Post 2)
9281G	2	Post Plate (Post 4)
782G	1	Bearing Plate (Post 1)
5012C	1	Cable Assembly (Posts 1 to 2)
7375C	2	3/4" Restraint Rod (Post 3 & 5)
1925IG	32	Plate Washer (Posts 4 & 6)

HARDWARE

3263C	4	5/8" x 2" Lg Lag Screw
4252G	8	5/8" Hex Nut
4258G	4	5/8" Lock Washer
4257G	4	5/8" Flat Washer
3328G	4	Rectangular Washer
3235G	32	5/8" x 1'-9" H.H. Splice Bolt
3650G	2	5/8" x 25" Lg H.G.R. Bolt
4640G	8	5/8" x 24" Lg H.H. Bolt
3478G	13	5/8" x 11" Lg H.H. Bolt
3380G	8	5/8" x 10" Lg H.H. Bolt
3360G	16	5/8" x 1'-0" Lg H.G.R. Bolt
3240G	85	5/8" H.G.R. Nut
3300G	8	5/8" Flat Washer
3493G	6	5/8" x 9 1/2" Lg H.H. Bolt
3819G	4	1" Hex Nut
3900G	2	1" Flat Washer

CATCB GUARDRAIL TERMINAL END SECTION (POSTS 7 & 8)

BILL OF MATERIAL

Mfr Code #	QTY	DESCRIPTION
4064B	2	Wood Post 5 1/2" x 7 1/2" x 6'
31018	4	Wood Block 5 1/2" x 7 1/2"
21G	1	"W" Beam Guard Rail (12 Ga)
9G	1	"W" Beam Guard Rail (12 Ga)
181A	1	Bracket
782C	1	Bearing Plate
705C	1	Pipe Sleeve
30000	1	Cable Assembly
3328G	2	Rectangular Washer

HARDWARE

3260G	24	5/8" x 1'-9" H.G.R. Splice Bolt
3400G	4	5/8" x 25" H.G.R. Post Bolt
3380G	8	5/8" x 1'-0" Hex HG Bolt
3240G	28	5/8" H.G.R. Nut
3300G	8	5/8" Washer
3810G	4	1" Hex Nut
3900G	2	1" Washer

CATCB TRANSITION SECTION (POST 9 THRU END SHOE)

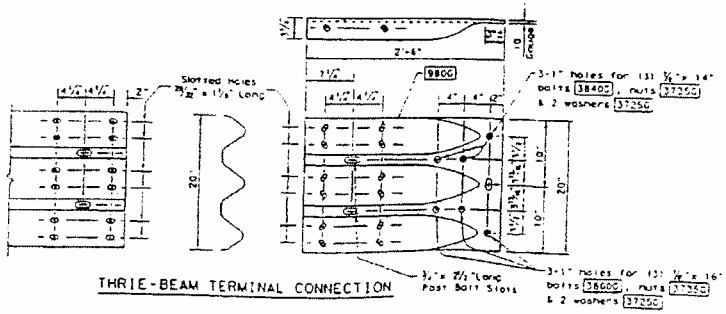
BILL OF MATERIAL

Mfr Code #	QTY	DESCRIPTION
211G	4	Thrie beam 12'-6" (12 Ga)
974C	2	Trans panel 6'-3" (12 Ga)
3800	2	Special Thrie beam end shoe
30788	3	Wood Post 6" x 8" x 6', (Posts 11 & 12)
3320G	20	Rectangular Washer
3240G	62	5/8" H.G.R. Nut
3400G	42	5/8" x 2'-0" Splice Bolt
3404B	2	22 1/2" Block 6" x 3 1/2" (Post 12)
3407B	2	22 1/2" Block 6" x 4 1/2" (Post 11)
3408B	2	22 1/2" Block 6" x 5 1/2" (Post 10)
3409B	2	22 1/2" Block 6" x 6 1/2" (Post 9)
3412B	1	Wood Post 6" x 8" x 6', (Posts 9)
3560G	2	5/8" x 16" Bolt
4040G	8	5/8" x 3 3/4" Expansion Bolts w/Nuts
3580G	2	5/8" x 18" Post Bolt (Post 12)
3600G	2	5/8" x 20" Post Bolt (Post 11)
3620G	2	5/8" x 22" Post Bolt (Post 10)
3640G	2	5/8" x 24" Post Bolt (Post 9)
3725G	12	5/8" Washer (End Shoe Bolts)
3735G	6	5/8" Hex Nuts (End Shoe Bolts)
3840G	3	5/8" x 14" Hex Bolt (End Shoe)
3860G	3	5/8" x 16" Hex Bolt (End Shoe)
9804A	2	Spacer Brackets
Delineation		
3177B	2	Object Marker 18"x 18" (Cut to Fit)
Optional Hardware for Single Slope Barrier-42"		
3640G	2	5/8" x 24" Bolt
4896G	6	5/8" x 24" Hex Bolt (End Shoe)

* Expansion or through bolts may be used with optional bracket installation.

GENERAL NOTES

1. Crown will be widened to accommodate the CAT system. The crown should extend at least 3 feet beyond the inside face of rail. The ground line of posts should be an extension of the roadway surface crown.
2. All bolts, nuts, washers, cable assemblies, cable anchors, post tubes, backup plates, and soil plates shall be galvanized.
3. The exposed end segment of an "End Section" should be evaluated as a potential obstacle in the determination of the need of MBGF for the opposing direction of traffic.
4. For placement at curb sections, the height from gutter pan to post bolt will be 21", and the front section shall be flared (See Detail 21).
5. The wood blockouts shall be "toe nailed" to the rectangular wood posts to prevent them from turning when the wood shrinks.
6. Either 6"- 8" or 5 1/2"x 7 1/2" wood blocks may be used at posts 1 thru 8 as supplied by the manufacturer.
7. Object markers shall be installed on the front of the terminal as detailed on the DSGN(VIA).



THRIE-BEAM TERMINAL CONNECTION

Texas Department of Transportation
(Design Division (Roadway))

CRASH CUSHION ATTENUATING TERMINAL (CONCRETE BARRIER)

CATCB(2)-97

Sheet 2 of 2

P.S.11

EXHIBIT "B"
BID PAGE

EXHIBIT "B"

HIDALGO COUNTY
"NEW & USED GUARD RAIL BEAM MATERIALS & INSTALLATION"

(Including all funding sources, programs, and entities)

BID NO: 09-009-02-18-YZV

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.

NEW & USED GUARD RAIL
(Costs to include Materials & Installation)

Item Description	Unit	Unit Bid Price
New Guard Rail	LF	$ 18.50
New Guard Rail (Curved)	LF	$ 20.00

Item Description	Unit	Unit Bid Price
Used Guard Rail	LF	$ 15.00
Used Guard Rail (Curved)	LF	$ 17.00

BIDDER/COMPANY NAME: Guerra Construction Co.

ADDRESS: 6700 N Mile 3½ W

CITY/STATE/ZIP CODE: Weslaco TX 78596

PHONE Nº: (956) 968-6773 **FAX Nº:** (956) 969-9674

CELLULAR Nº: (956) 607-7487

AUTHORIZED SIGNATURE:

PRINTED NAME: Ricardo R. Guerra

TITLE: Owner

EXHIBIT "C"
INSURANCE DOCUMENTATION

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/17/2009

PRODUCER (956)787-4989
JAMES E. CAPT
JAMES E. CAPT & ASSOCIATES
P. O. BOX 126
San Juan, TX 78589-0126

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
RICARDO GUERRA DBA GUERRA CONSTRUCTION CO
2909 IRIS
MCALLEN, TX 78501

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: HALLMARK SPECIALTY INSURANCE CO	
INSURER B: SOUTHERN COUNTY MUTUAL INS	
INSURER C: TEXAS MUTUAL INSURANCE	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC	TX6303870	01/05/2009	01/05/2010	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ NOT APPLICABLE
B		AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS X SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	STC564310-04	05/14/2009	05/14/2010	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
		GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
		EXCESS/UMBRELLA LIABILITY OCCUR CLAIMS MADE DEDUCTIBLE RETENTION $				EACH OCCURRENCE AGGREGATE	$ $
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	SBP-0001129486	04/03/2009	04/03/2010	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
COUNTY OF HIDALGO SHALL BE NAMED AS ADDITIONAL INSURED ON ALL COMMERCIAL GENERAL LIABILITY POLICIES

CERTIFICATE HOLDER

HIDALGO COUNTY
ATTN: PURCHASING DEPARTMENT
2812 S. HIGHWAY BUSINESS 281
EDINBURG TX 78539

FAX # 318-2577

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

© ACORD CORPORATION 1988

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

9. **Recommending award of bid and approval of contract to bidder meeting all specifications and/or requirements as attached hereto for: Hidalgo County - "Auctioneer Services" - (RFB 09-058-02-11-YSI).**

   On motion of Commissioner Palacios, seconded by Commissioner Handy, the Court made a UNANIMOUS vote of approval with Abrego.

10. **Recommending bid award and approval of contract to sole bidder meeting all specifications for the request for Bid No: 2009-009-02-18-YZV-"New & Used Guard Rail Beam Materials & Installation-Hidalgo County".**

    On motion of Commissioner Handy, seconded by Commissioner Garza, the Court made a UNANIMOUS vote of approval.

11. **In an effort to streamline the agenda, presentation of options for discussion, consideration and action on the need to place individual requisitions for purchase on weekly agendas (consent or regular) of the following:**

    A. Acquisition of items from previously approved authorizations to purchase from contracts through the County's membership/participation from State, Cooperative Programs, Associations, etc.; or, in the alternative,

    NO ACTION taken on this item.

    B. Limits by amount of purchase:
    a) No limit on amount of purchase (as long a previously approved general authority to purchase from supporting documentation is provided as attached hereto); or,

    On motion of Commissioner Handy, seconded by Commissioner Garza, the Court made a UNANIMOUS vote of approval.

    b) Other combinations/thresholds

    NO ACTION taken on this item.

    C. No placement of requests for payment of invoices (consent or regular from contracts unless specified in contract or funding source is CIP or CO proceeds (as previously recommended by bond counsel);

    On motion of Commissioner Garza, seconded by Commissioner Palacios, the Court made a UNANIMOUS vote of approval.

    D. Other items

    NO ACTION taken on item D.

AI-14160 **22.A.10.**

New & Used Guard Rail Beam Materials & Installation

CC REGULAR

Date: 03/03/2009
Submitted By: Yolanda Velasquez, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department **Purchasing only:** Hidalgo County

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Information

CAPTION

Recommending bid award and approval of contract to sole bidder meeting all specifications for the request for Bid No: 2009-009-02-18-YZV-"New & Used Guard Rail Beam Materials & Installation-Hidalgo County".

BACKGROUND

1. Contract document has been sent to legal counsel for review and approval as to form.
2. Current Contract expires: March 11, 2009.

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1201-431-00-121-005-0-433
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
Available Balance as of 2-26-09 $4,000.00.

FISCAL YEAR: 2009 **ACCT. #:** 9-1202-431-00-122-006-0-673
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:

Available Balance as of 2-26-09 $111,975.03.

FISCAL YEAR: 2009 **ACCT. #:** 9-1203-431-00-123-005-0-739
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
Available Balance as of 2-26-09 $23,850.62.

FISCAL YEAR: 2009 **ACCT. #:** 9-1204-431-00-124-007-0-679
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:

Available Balance as of 2-26-09 $30,477.66.

Attachments

Link: Participation Log - Tabulation Sheet
Link: CONTRACT DOCUMENTATION
Link: DEPT.-APPROVAL MEMO

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	02/26/2009 04:21 PM	APRV
2	Budget & Management	Veronica Lopez	02/26/2009 04:23 PM	APRV
3	Ivan Cantu	Ivan Cantu	02/27/2009 07:45 AM	APRV
4	Auditor's Office		02/27/2009 05:01 PM	NEW

Form Started By: Yolanda Velasquez Started On: 02/20/2009 09:55 AM
Final Approval Date: 02/27/2009

THE STATE OF TEXAS

COUNTY OF HIDALGO

SERVICE CONTRACT
C-09-016-03-03

THIS CONTRACT is made and entered into this 3rd day of March, 2009 by and between the County of Hidalgo, Texas ("County"), and Airgas Inc. dba Airgas Southwest, Inc. ("Corporation").

WHEREAS, Company responded to request for bids for "Industrial Welding Supplies & Services" (the "Services"); and

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

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

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

1. County and Company hereby agrees that this Contract is entered into in order to provide the Service to locations within Hidalgo County. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the Services in accordance

with the Specifications within **Hidalgo County** following a request for Services by the Hidalgo County or his designated agent(s). Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period beginning **March 2, 2009** and ending **March 1, 2010** and may be extended at the sole discretion of County for an additional one (1) year period, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first. County also reserves the right to continue this bid for an additional sixty (60) day Grace Period, under the same rates terms and conditions.

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

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

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

7. Company shall provide insurance in force on all its vehicles and all persons

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

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

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

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

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

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

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

If to Company **Airgas, Inc. dba Airgas Southwest, Inc.**
P.O. Box 9096
Remit to: P.O. Box 676031
Corpus Christi, Texas 78469

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

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

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

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

WITNESS our hands in duplicate originals this____ day of_____, 2009.

COUNTY OF HIDALGO

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

ATTEST:

Arturo Guajardo, Jr. County Clerk

COMPANY: Airgas

By: Jesse Mendoza

Printed Name: Jesse Mendoza

Title: Account Manager

Approved by Commissioners Court on:

APPROVED AS TO FORM:

By: Antonio Mendoza

Antonio Mendoza, District Attorney's Office

EXHIBIT "A"

SPECIFICATIONS/REQUIRMENTS
HIDALGO COUNTY

"PURCHASE OF WELDING SUPPLIES
AND RELATED SERVICES"

RFB: 2009-016-02-23-MEG

Exhibit "A"

HIDALGO COUNTY
"PURCHASE OF WELDING SUPPLIES AND RELATED SERVICES"
BID NO.: 2009-016-02-23-MEG
SPECIFICATIONS

1) Sealed Bids will be received for the following on an "As Needed Basis"
   - A: Industrial Welding Services
   - B: Welding Supplies

A: INDUSTRIAL WELDING SERVICES:

Vendor must perform the following services on an "As Needed Basis" for Hidalgo County:

1. Torch welding
2. Heavy duty arch welding

SPECIFICATION/REQUIREMENTS:

REQUIREMENTS AND OTHER TERMS AND CONDITIONS:

1. Vendor must bill on an hourly basis.
2. Vendor must supply an itemized invoice
3. Vendor must submit invoices within 3 to 5 working days after the job is completed.
4. Vendor is to have own tools and supplies to perform assigned jobs.
5. Vendor must have a Service Truck to respond to service calls and to provide welding on miscellaneous County Vehicles and Equipment.
6. Vendor should preferably be situated within the Precinct jurisdiction boundaries. (In order to provide prompt service)
7. Vendor must comply with Hidalgo County Insurance Requirements and Regulations.
8. Vendor must be able to fabricate parts as required and must have own machine shop.
9. Vendor must be State Certified.
10. Vendor must have a forklift.
11. Vendor must have a hoist.

It is intended that the amount of **"Industrial Welding Services and Supplies"** will be on an as needed basis by Hidalgo County. It shall be agreed & understood that Hidalgo County will purchase no more material/services than is needed.

Bid price on Welding Material shall be per item.

***Vendor should be able to provide the following materials on an "AS NEEDED BASIS"**
WELDING SUPPLIES (No items are specific name brand)**

	SIZE		CASE/UNITS
1. Metal welding **Rods** (different gauges) 1a Stainless steel welding **Rods** (different gauges)	7018	1/8	50 LBS
	7018	5/32	50 LBS
	6011	1/8	50 LBS
	6011	5/32	50 LBS
	6011	3/32	50 LBS
2. Rod keeper (storage system)			30 LBS
3. Aluminum welding **Rods** (different gauges)	#35	1/8	5 LBS
4. Cast Iron **Rods** 99 % Cast	#35	5/32	5 LBS
	#460	1/8	10 LBS
5. Torch RD-45	1/8 Steel		1 LB
	3/32		1 LB
6 Alloy 144 Brass Electrode	1/8		1 LB
	5/32		1 LB
7 Torch Brass	1/8		1 LB
	5/32		1 LB

(No items are specific name brand)

	CYLINDER SIZE
8 Oxygen (for welding gas)	80 Series
	100 Series
	200 Series
9 Acetylene, (for welding gas)	100 Series
10 Welding Goggles standard (square frame, flip lens preferred)	
11 Leather Welding Gloves (standard)	
12 Welding Helmets (2" with flip lens preferred)	
13 Leather Jackets for Welders (complete)	Small
	Medium
	Large

14. Doo- Rag Flame Retardant Cap and/or Beanies	
15. Welding Blanket Coated Fiberglass and Acrylic Coated	30 oz.
16. Bid Apron Leather 36" – 48"	
17. Lens Clear Huntsman "Nitro" Auto Darkening Inner Replacement	1-13/16" x 4-1/16"

18. Torch Lighters (3 way)

19. Torch Tips

(both torch tips fit small torch and medium torch, Torch tip 1-010-1, Heating tip 1-010-1)

Small Torch 100 Series	**Tip Type 1-010-1**	**Size**
	Cutting Tip Org. Victor	03-101 Victor
	Welding Tip Victor 2 or equalivant to	#0-W-1 #1-W-1 #2-W-1 #3-W-1
	Heating 1-010-1 or equalivant to	Rosebud Victor 8 or equalivant to

Medium Torch 300 Series	**Tip Type 1-010-1**	**Size**
	Cutting Tip Org. Victor	03-101 Victor
	Welding Tip Victor 2 or equalivant to	#0-W-1 #1-W-1 #2-W-1 #3-W-1
	Heating 1-010-1 or equalivant to	Rosebud Victor 8 or equalivant to

20. Torch Gauges-Replacement Gauges for regulators are preferred
a) Victor b) Victor CSR150CR

	Size
21. Torch Hoses	25 ft x ¼
	50 ft x ¼
	100 ft x ¼
22. Torches Complete Kit is preferred with handle and cutting attachments	Small 100 Series
	Medium 300 Series

	Gas	**Tank Size**
23. Rental of Cylinder (as needed)	Oxygen	80 Series
		100 Series
		200 Series
	Acetylene	100 Series

24. No. 1 Cable (by feet)

25. Tip cleaner- Standard

26. Flat Soap Stone-Standard Square

BID REQUIREMENTS AND OTHER TERMS AND CONDITIONS:

1. **Bid Award:** Hidalgo County reserves the right to reject any or all bids, to waive any or all formalities, or to accept the bid considered the lowest, best, and most advantageous to the County, including compliance to the bid specifications. Hidalgo County reserves the right to hold the bids for a period of (90) ninety days without taking action hereon.

2. Hidalgo County reserves the right to award to one or more bidder(s), whichever is in the best interest of the County.

3. After bid is awarded and low bidder(s) default(s) in meeting the terms and conditions of this bid and/or comply with the contractual agreement, Hidalgo County reserves the right to seek services from the next lowest bidder(s). In such event, County shall charge the successful bidder(s) the difference for any additional cost of such item(s).

4. Hidalgo County may seek purchases from state awarded vendors or any other cooperative purchasing programs, whenever it is in the best interest to do so.

5. It is expressly understood and agreed that in case Hidalgo County should need "Industrial Welding Services and/or Welding Supplies " not available within the time frame needed from the successful vendor during the term of this contract, Hidalgo County reserves the right to purchase these items or 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. Further, Hidalgo County reserves the right to seek another vendor if, at any time, vendor's prices do not conform to public pricing.

6. The successful bidder(s) must state therein 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. Hidalgo County may terminate the contract upon thirty (30) days with advance written notice of Vendor.

7. The contract will be in effect for a period **of one (1) year** with the County's sole discretion to extend for a one (1) additional year under the same rates, terms and conditions.

8. Hidalgo County reserves the right to continue this bid for an additional (60) sixty day Grace Period at the end of the contract term due to unforeseen delay of award for the next contract term.

9. Insurance Certificates as per Exhibit "C" must be submitted to the Purchasing Department prior to any services being performed by the awarded bidder(s).

10. Continuing non-performance of the bidder(s) in terms of specifications shall be basis for termination of contract by the County. The County shall not pay for work, equipment, or supplies which are unsatisfactory. Bidder(s) will be given a reasonable opportunity before termination to correct the deficiencies.

11. In the event the material furnished does not meet all the above requirements (regardless of weather, test's 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 the unused portion of material found to be unsatisfactory.

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. **Time frame for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

4. **Allowable Review Periods:** Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct

temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

5. **Dollar Limit to Price Changes:** The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

ADDITIONAL INFORMATION

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

Hidalgo County is requesting that any and all questions, inquiries, and clarifications regarding quotes, bids, proposals, or statements of qualifications be addressed to, Martha L. Salazar, CPPB, Purchasing Agent, 2802 S. Bus. Hwy 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, **MONDAY FEBRUARY 16 2009, 5:00 P.M**. Responses will be sent to all applicants via facsimile by no later than, **5:00 P.M., WEDNESDAY FEBRUARY 18 2009,**

EXHIBIT "B"

BID PAGE

HIDALGO COUNTY

"PURCHASE OF WELDING SUPPLIES AND RELATED SERVICES"

RFB: 2009-016-02-23-MEG

EXHIBIT "B" VENDOR'S BID

TABULATION SHEET

HIDALGO COUNTY

"PURCHASE OF WELDING SUPPLIES AND RELATED SERVICES"

BID NO. 2009-016-02-23-MEG | **BUYER: ELENA GOMEZ**

ITEM DESCRIPTIONS	SIZE		CASE/ UNITS	WELDING HOUSE BID PRICE	AIRGAS BID PRICE
1.Metalwelding **Rods** (different gauges) 1a Stainless steal welding **Rods** (different gauges)	7018	1/8	50 LBS	$ 83.50	$ 74.30
	7018	5/32	50 LBS	$ 82.50	$ 73.35
	6011	1/8	50 LBS	$ 95.00 ESAB	$ 76.82
	6011	5/32	50 LBS	$ 105.00 ESAB	$ 76.00
	6011	3/32	50 LBS	$ 115.00 ESAB	$ 81.35
2. Rod keeper (storage system)			30 LBS	$ 205.00 (50 lbs)	$ 301.67
3. Aluminum welding **Rods** (different gauges)	#35	1/8	5 LBS	no bid	$ 29.13per lb
4. Cast Iron **Rods** 99 % Cast	#35	5/32	5 LBS	no bid	$ 38.76 per lb
	#460	1/8	10 LBS	no bid	$ 31.43 per lb
5. Torch RD-45	1/8 Steel		1 LB	no bid	$ 3.69
	3/32		1 LB	no bid	$ 3.70
6. Alloy 144 Brass Electrode	1/8		1 LB	no bid	$ 31.21 per lb (11.5# bx)
	5/32		1 LB	no bid	$ 37.92 per lb (11.5# bx)
7. Torch Brass	1/8		1 LB	no bid	$ 13.47
	5/32		1 LB	no bid	$ 10.95 (10# bx)
				BID PRICE	**BID PRICE**
8. Oxygen (for welding gas)	80 Series			$ 5.60	$ 7.75
	100 Series			$ 6.25	$ 8.25
	200 Series			$ 8.80	$ 9.43
9. Acetylene, (for welding gas)	100 Series			$ .1990 cf	$ 24.07 (per c.f.)
10. Welding Goggles standard (square frame, flip lens preferred)				$ 9.50 jackson ws85	$ 12.30
11. Leather Welding Gloves (standard)				$ 5.25 revco 110	$ 3.96
12. Welding Helmets (2" with flip lens preferred)				$ 33.75 jackson hsl2 blk	$ 29.17
13. Leather Jackets for Welders (complete)	Small			$ 39.80 revco	$ 50.92
	Medium			$ 39.80 revco	$ 50.92
	Large			$ 39.80 revco	$ 50.92

14. Doo- Rag Flame Retardant Cap and/or Beanies		no bid	$ 4.50
15. Welding Blanket Coated Fiberglass and Acrylic Coated	30 oz	no bid	$ 27.36
16. Bid Apron Leather 36" – 48"		$ 24.00 revco	$ 22.19
17. Lens Clear Huntsman "Nitro" Auto Darkening Inner Replacement	1-13/16" x 4-1/16"	$ 1.65 (5 per bag)	NO BID
18. Torch Lighters (3 way)		$ 2.30	NO BID

19. Torch Tips (both torch tips fit small torch and medium torch, Torch tip 1-010-1, Heating tip 1-010-1)	Small Torch 100 Series	**Tip Type 1-010-1**	**Size**	**BID PRICE**	**BID PRICE**
		Cutting Tip Org. Victor	03-101 Victor	$ 9.75	$ 13.03
		Welding Tip Victor 2 or equalivant to	#0-W-1 #1-W-1 #2-W-1 #3-W-1	$ 32.61 $ 32.61 $ 33.10 $ 33.90	$ 34.79
		Heating 1-010-1 or equalivant to	Rosebud Victor 8 or equalivant to	$ 59.80 (8mfa-1)	$ 72.03
	Medium Torch 300 Series	**Tip Type 1-010-1**	**Size**	**BID PRICE**	**BID PRICE**
		Cutting Tip Org. Victor	03-101 Victor	$ 9.75	$ 13.03
		Welding Tip Victor 2 or equalivant to	#0-W-1 #1-W-1 #2-W-1 #3-W-1	$ 33.93 $ 35.99 $ 35.99 $ 36.50	$ 34.79
		Heating 1-010-1 or equalivant to	Rosebud Victor 8 or equalivant to	$ 85.68	$ 72.03

20. Torch Gauges-Replacement Gauges for regulators are preferred a) Victor b) Victor CSR150CR		no bid	$ 89.00

21. Torch Hoses	**Size**	**BID PRICE**	**BID PRICE**
	25 ft x ¼	$ 25.00	$ 21.15
	50 ft x ¼	$ 44.00	$ 36.52
	100 ft x ¼	$ 83.00	$ 71.26
22. Torches Complete Kit is preferred with handle and cutting attachments	**Small** 100 Series	$ 168.00 (med)	$ 209.99
	Medium 300	$ 269.00 (lg)	$ 272.28

23. Rental of Cylinder (as needed)	**Gas**	**Tank Size**	**BID PRICE**	**BID PRICE**
	Oxygen	80 Series	$ .195 day	$ 4.50
		100 Series	$ .195 day	$ 4.50
		200 Series	$ .195 day	$ 4.50
	Acetylene	100 Series	$ .195 day	$ 4.50

24. No. 1 Cable (by feet)	$ 1.18 ft	$ 1.98
25. Tip cleaner- Standard	$ 1.60	$ 7.85
26. Flat Soap Stone-Standard Square	$ 8.35 gross	$ 8.00 per box

ADDENDUM NO. 1
February 12, 2009

"PURCHASE OF WELDING SUPPLIES AND RELATED SERVICES"
RFB NO.: 2009-016-02-23-MEG

NOTE the ADDITIONAL ITEMS for EXHIBIT "A" are as FOLLOW:

ITEM DESCRIPTIONS	WELDING HOUSE	AIRGAS
WELDING SUPPLY'S	**PRICE**	**PRICE**
1. Safety glasses dark	$ 3.30 ea	$ 1.53
2. Safety glasses clear	$ 2.92 ea	$ 2.02
3. Welding .030 cable liners for Millermatic 135	$ 12.00	$ 13.82
4. Welding wire spools .030 flux coated	$ 38.95 spool	$ 57.52
5. Tips .030 for welder Millermatic 135	$ .56 ea	$ 6.63 pkg of 10 ea
6. Millermatic 135 nozzle tip protector – slip on type	$ 5.69 ea	$ 8.23 pkg of 10 ea
7. Screw on 4.1/2 x ¼ x 7/8 grinding discs	$ 2.20 ea	$ 2.13
8. Screw on 4.1/2 x 3/4 x 7/8 sanding discs fine – medium – coarse grid	24 grit $.63 grit $.58/120 grits $.55 ea (B-Line)	$ 2.98
9. Chop saw blades 14 x 3/32 x 1	$ 5.61 ea	$ 5.20
10. Striker & flints	Striker $ 2.30ea/refills $ 1.7	$ 4.34
11. Cutting dark goggles	$ 7.31	$ 5.95
GAS	**PRICE**	**PRICE**
1. Oxygen (for welding gas) cylinder size 21 series	$ 4.20	$ 6.00
125 series	$ 6.25	$ 8.25
2. Acetylene (for welding gas) cylinder size: #3,	$ 19.00	$ 19.56
Cylinder size #4, MC	#4 $ .1975ct MC $ 9.25	$ 10.58

Exhibit "B"

HIDALGO COUNTY
"PURCHASE OF WELDING SUPPLIES AND RELATED SERVICES"
BID NO. 2009-016-02-23-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.

	SIZE		CASE/UNITS	BID PRICE
1. Metal welding **Rods** (different gauges) 1a Stainless steal welding **Rods** (different gauges)	7018	1/8	50 LBS	74.30
	7018	5/32	50 LBS	73.35
	6011	1/8	50 LBS	76.82
	6011	5/32	50 LBS	76.00
	6011	3/32	50 LBS	81.35
2. Rod keeper (storage system)			30 LBS	301.67
3. Aluminum welding **Rods** (different gauges)	#35	1/8	5 LBS	29.13
4. Cast Iron **Rods** 99 % Cast	#35	5/32	5 LBS	38.76
	#460	1/8	10 LBS	31.43
5. Torch RD-45	1/8 Steel		1 LB	3.69
	3/32		1 LB	3.70
6. Alloy 144 Brass Electrode	1/8		1 LB	31.21 (11.5# box)
	5/32		1 LB	37.92 (11.5# box)
7. Torch Brass	1/8		1 LB	13.47
	5/32		1 LB	10.95 (10# box)
				BID PRICE
8. Oxygen (for welding gas)	80 Series			7.75
	100 Series			8.25
	200 Series			9.43
9. Acetylene, (for welding gas)	100 Series		Per C.f.	24.07
10. Welding Goggles standard (square frame, flip lens preferred)				12.30
11. Leather Welding Gloves (standard)				3.96
12. Welding Helmets (2" with flip lens preferred)				29.17

		BID PRICE
13. Leather Jackets for Welders (complete)	Small	50.92
	Medium	50.92
	Large	50.92
14. Doo- Rag Flame Retardant Cap and/or Beanies		4.50
15. Welding Blanket Coated Fiberglass and Acrylic Coated	30 oz 6x6	27.36
16. Bid Apron Leather 36" – 48"		22.19
17. Lens Clear Huntsman "Nitro" Auto Darkening Inner Replacement	1-13/16" x 4-1/16"	No bid

18. Torch Lighters (3 way)				
19. Torch Tips (both torch tips fit small torch and medium torch, Torch tip 1-010-1, Heating tip 1-010-1)	Small Torch 100 Series	**Tip Type 1-010-1**	**Size**	**BID PRICE**
		Cutting Tip Org. Victor	03-101 Victor	13.03
		Welding Tip Victor 2 or equalivant to	#0-W-1 #1-W-1 #2-W-1 #3-W-1	34.79
		Heating 1-010-1 or equalivant to	Rosebud Victor 8 or equalivant to	72.03
	Medium Torch 300 Series	**Tip Type 1-010-1**	**Size**	**BID PRICE**
		Cutting Tip Org. Victor	03-101 Victor	13.03
		Welding Tip Victor 2 or equalivant to	#0-W-1 #1-W-1 #2-W-1 #3-W-1	34.79
		Heating 1-010-1 or equalivant to	Rosebud Victor 8 or equalivant to	72.03
20. Torch Gauges-Replacement Gauges for regulators are preferred a) Victor b) Victor CSR150CR				89.00

		Size	**BID PRICE**
21. Torch Hoses		25 ft x ¼	21.15
		50 ft x ¼	36.52
		100 ft x ¼	71.26
22. Torches Complete Kit is preferred with handle and cutting attachments		Small 100 Series	209.99
		Medium 300 Series	272.28
23. Rental of Cylinder (as needed)	**Gas**	**Tank Size**	**BID PRICE**
	Oxygen	80 Series	4.50
		100 Series	4.50
		200 Series	4.50
	Acetylene	100 Series	4.50
24. No. 1 Cable (by feet)			1.98
25. Tip cleaner- Standard			7.85
26. Flat Soap Stone-Standard Square per box			8.00

BIDDER/COMPANY NAME: Airgas

ADDRESS: 201 N. 23rd street

CITY/STATE/ZIP CODE: Mcallen, TX 78501

PHONE & FAX NO.'S: 686-7622 682-6936

CELL PHONE: 522-6354

AUTHORIZED SIGNATURE: Jesse Mendoza

PRINTED NAME: Jesse Mendoza

TITLE: Account manager

EMAIL: jesse.mendoza@airgas.com

ADDENDUM NO. 1

February 12, 2009

"PURCHASE OF WELDING SUPPLIES AND RELATED SERVICES"
RFB NO.: 2009-016-02-23-MEG

NOTE the ADDITIONAL ITEMS for EXHIBIT "A" are as FOLLOW:

1. Safety glasses dark
2. Safety glasses clear
3. Welding .030 cable liners for Millermatic 135
4. Welding wire spools .030 flux coated
5. Tips .030 for welder Millermatic 135
6. Millermatic 135 nozzle tip protector -- slip on type
7. Screw on 4.1/2 x ¼ x 7/8 grinding discs
8. Screw on 4.1/2 x 3/4 x 7/8 sanding discs fine – medium – coarse grid
9. Chop saw blades 14 x 3/32 x 1
10. Striker & flints
11. Cutting dark goggles

GAS

1- Oxygen (for welding gas) cylinder size: 21 and 125 series
2- Acetylene (for welding gas) cylinder size: #3, #4, MC

USE TABLE BELOW TO SUBMIT PRICES AS AN ADDITION TO EXHIBIT "B"

WELDING SUPPLY'S	PRICE
1. Safety glasses dark	1.53
2. Safety glasses clear	2.02
3. Welding .030 cable liners for Millermatic 135	13.82
4. Welding wire spools .030 flux coated	57.52
5. Tips .030 for welder Millermatic 135	6.63 pkg of 10 Each
6. Millermatic 135 nozzle tip protector – slip on type	8.23 pkg of 10 Each
7. Screw on 4.1/2 x ¼ x 7/8 grinding discs	2.13
8. Screw on 4.1/2 x 3/4 x 7/8 sanding discs fine – medium – coarse grid	2.98
9. Chop saw blades 14 x 3/32 x 1	5.20
10. Striker & flints	4.34
11. Cutting dark goggles	5.95
GAS	**PRICE**
1. Oxygen (for welding gas) cylinder size 21 series	6.60
125 series	8.25.60
2. Acetylene (for welding gas) cylinder size: #3,	19.56
Cylinder size #4, MC	10.58

I, Jesse Mendoza, acknowledge receipt of ADDENDUM NO. 1 dated, February 13, 2009, for RFB-**"HIDALGO COUNTY PURCHASE OF WELDING SUPPLIES AND RELATED SERVICES"**

Airgas Southwest — Printed Bidder Name

2-20-09 — Date

NOTE: PLEASE SUBMIT THIS ADDENDUM WITH YOUR BID PACKET, IN ORDER TO COMPLETE THE BID.....

EXHIBIT "C" INSURANCE REQUIREMENTS

ACORD CERTIFICATE OF LIABILITY INSURANCE

12/17/2010

DATE (MM/DD/YYYY): 12/8/2009

PRODUCER
Lockton Companies, LLC-1 Kansas City
444 W. 47th Street, Suite 900
Kansas City MO 64112-1906
(816) 960-9000

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
1066143
AIRGAS SOUTHWEST, INC.
21 WATERWAY AVE, SUITE 550
THE WOODLANDS TX 77380

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A	National Union Fire Ins Co Pittsburgh PA	19445
INSURER B	INSURANCE CO. THE THE STATE OF PA*	
INSURER C	ILLINOIS NATIONAL INS. CO.*	
INSURER D	*AIG - NEW YORK	
INSURER E		

COVERAGES AIRIN01 YE

THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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	
B		GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR [X] CONTRACTUAL LIAB. [ ] GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC	GL4807589	12/17/2009	12/17/2010	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 2,000,000 $ 10,000 $ 2,000,000 $ 10,000,000 $ 5,000,000
B B B		AUTOMOBILE LIABILITY [X] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS [ ] [ ]	CA6505654 (AOS) CA6505652. (MA) CA6505653 (VA)	12/17/2009 12/17/2009 12/17/2009	12/17/2010 12/17/2010 12/17/2010	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX
		GARAGE LIABILITY [ ] ANY AUTO [ ]	NOT APPLICABLE			AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ XXXXXXX $ XXXXXXX $ XXXXXXX
A		EXCESS/UMBRELLA LIABILITY [X] OCCUR [ ] CLAIMS MADE [X] UMBRELLA FORM [ ] DEDUCTIBLE [ ] RETENTION $	27471599	12/17/2009	12/17/2010	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX
B B B C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N] (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	WC1591799 (CA) WC1591798 (AZ,ID,MD,VA) WC1591800 (AOS) WC1591801 (IL,MI,MN,NY,UT)	12/17/2009 12/17/2009 12/17/2009 12/17/2009	12/17/2010 12/17/2010 12/17/2010 12/17/2010	[X] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
		OTHER					

RECEIVED
DEC 15 2009
By

CERTIFICATE HOLDER
10452174
HIDALGO COUNTY
2812 SOUTH 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

ACORD 25 (2009/01)

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The ACORD name and logo are registered marks of ACORD
For questions regarding this certificate, contact the number listed in the 'Producer' section above and specify the client code 'AIRIN01'.

THE STATE OF TEXAS '

COUNTY OF HIDALGO '

SERVICE CONTRACT
C-09-016A-03-03

THIS CONTRACT is made and entered into this 3rd day of March, 2009 by and between the County of Hidalgo, Texas ("County"), and Weldinghouse, Inc. ("Corporation").

WHEREAS, Company responded to request for bids for "Industrial Welding Supplies & Services" (the "Services"); and

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

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

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

1. County and Company hereby agrees that this Contract is entered into in order to provide the Service to locations within Hidalgo County. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the Services in accordance

with the Specifications within **Hidalgo County** following a request for Services by the Hidalgo County or his designated agent(s). Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period beginning **March 2, 2009** and ending **March 1, 2010** and may be extended at the sole discretion of County for an additional one (1) year period, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first. County also reserves the right to continue this bid for an additional sixty (60) day Grace Period, under the same rates terms and conditions.

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

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

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

7. Company shall provide insurance in force on all its vehicles and all persons

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

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

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

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

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

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

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

If to Company **Weldinghouse, Inc.**
301 N. McColl Ste B
McAllen, Texas 78501

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

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

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

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

WITNESS our hands in duplicate originals this____ day of_____, 2009.

COUNTY OF HIDALGO

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

ATTEST:

Arturo Guajardo, Jr. County Clerk

COMPANY:_____

By: _____

Printed Name: Raul Jesus Davila

Title: Manager

Approved by Commissioners Court on:

APPROVED AS TO FORM:

By: _____

Antonio Mendoza, District Attorney's Office

RFB PACKET

PURCHASING DEPARTMENT
County Of Hidalgo

February 9, 2009

_____

_____

_____

_____

Re: **HIDALGO COUNTY**
Request for Bids -**"Purchase of Welding Supplies and Related Services"**
Bid No: 2009-016-02-23 MEG

Dear Gentleman/Ladies:

Enclosed please find a Request for Bid (RFB) packet for your review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626.

Sincerely,

Martha L. Salazar

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/meg

Enclosures

Adm. Bldg. ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

PURCHASING DEPARTMENT
County Of Hidalgo

REQUEST FOR BID (RFB) CHECKLIST

HIDALGO COUNTY
"PURCHASE OF WELDING SUPPLIES AND RELATED SERVICES"
BID NO. 2009-016-02-23-MEG

1. **Request For Bid Letter, consisting of __1__ page.**
2. **Request for Bid, Legal Notice, consisting of__8__ pages.**
3. **Exhibit "A" Specifications consisting of__6__ pages**
4. **Exhibit "B" Bid Page consisting of__3__ page.**
5. **Exhibit "C" Insurance Requirements consisting of __4__ pages.**
6. **Exhibit "D" CIQ Conflict of Interest Questionnaire, consisting of __1_page.**
7. **Vendor/Bidder Application and W-9 form consisting of__6__ pages.**
8. **Draft Requirements Agreement consisting of __5__ pages.**
9. **Certification Regarding Debarment consists of _1__ page.**

The above mentioned items shall be found in the Request for Bid (RFB) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

Martha L. Salazar

Martha L. Salazar, CPPB
Purchasing Agent

FEB 0 9 2009
Date

Adm. Bldg. ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

BID: 09-016-02-23-MEG	Buyer: Elena Gomez	Tel. No: (956) 318-2626 Ext. 4855

REQUEST FOR BIDS

HIDALGO COUNTY
"PURCHASE OF WELDING SUPPLIES AND RELATED SERVICES"

BID OPENING DATE:
February 23, 2009

Contact Person:

Martha L. Salazar, CPPB,Purchasing Agent
Hidalgo County Purchasing Department
2812 S. Bus Hwy 281 New Administration Building
Edinburg, Texas 78539

956 318-2626

Form HCPD-03

1. Sealed bids will be received for **HIDALGO COUNTY – "PURCHASE OF WELDING SUPPLIES AND RELATED SERVICES"** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2. **One (1) original and Three (3)** copies of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **BID-09-016-02-23-MEG HIDALGO COUNTY-"PURCHASE OF WELDING SUPPLIES AND RELATED SERVICES"** and in County's Purchasing Department, 2812 S. Business Highway 281, Edinburg, Texas, **on or before 9:30 A.M., Monday February 23, 2009. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO REQUEST FOR BIDS-09-016-02-23-MEG.** Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County.

3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any

necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Costs are to be net F.O.B., County Prepaid.

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

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

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy o their Federal ID Number Certificate.

15. **DELIVERY INSTRUCTIONS:**

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

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

16. **BILLING AND PAYMENT INSTRUCTIONS:**

. Invoices must include:

a) Name and address of successful bidder
b) Name and address of receiving department or official
c) Purchase Order Number (if any)
d) Notation - **HIDALGO COUNTY-"PURCHASE OF WELDING SUPPLIES AND RELATED SERVICES"** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

. Discount payments will be considered when offered.

. Contact person for Billing and Payment questions:

Hidalgo County Auditor's Office
2808 South Highway 281
Edinburg, Texas 78539
(956) 318-2511

17. **SCHEDULE OF EVENTS:**

Bid Opening, 9:30 AM	**February 23 , 2009**
Award of Contract	_____, 2009
Commence Work or Deliver Products	_____, 2009

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

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

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

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

. If a contract is for the construction, alteration or repair of public buildings

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

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

19. **ETHICAL STANDARDS:**

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

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

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

20. **DISCLOSURE OF CONFLICT OF INTEREST:**

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

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

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

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

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

23. Minimum Standards for Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

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

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

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

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

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

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

28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

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

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

Bid
for
HIDALGO COUNTY
"PURCHASE OF WELDING SUPPLIES
AND RELATED SERVICES"
BID NO.: 09-016-02-23-MEG

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

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

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

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

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT "A"

SPECIFICATIONS/REQUIRMENTS
HIDALGO COUNTY

"PURCHASE OF WELDING SUPPLIES
AND RELATED SERVICES"

RFB: 2009-016-02-23-MEG

Exhibit "A"

HIDALGO COUNTY
"PURCHASE OF WELDING SUPPLIES AND RELATED SERVICES"
BID NO.: 2009-016-02-23-MEG
SPECIFICATIONS

1) Sealed Bids will be received for the following on an "As Needed Basis"
   - A: Industrial Welding Services
   - B: Welding Supplies

A: INDUSTRIAL WELDING SERVICES:

Vendor must perform the following services on an "As Needed Basis" for Hidalgo County:

1. Torch welding
2. Heavy duty arch welding

SPECIFICATION/REQUIREMENTS:

REQUIREMENTS AND OTHER TERMS AND CONDITIONS:

1. Vendor must bill on an hourly basis.
2. Vendor must supply an itemized invoice
3. Vendor must submit invoices within 3 to 5 working days after the job is completed.
4. Vendor is to have own tools and supplies to perform assigned jobs.
5. Vendor must have a Service Truck to respond to service calls and to provide welding on miscellaneous County Vehicles and Equipment.
6. Vendor should preferably be situated within the Precinct jurisdiction boundaries. (In order to provide prompt service)
7. Vendor must comply with Hidalgo County Insurance Requirements and Regulations.
8. Vendor must be able to fabricate parts as required and must have own machine shop.
9. Vendor must be State Certified.
10. Vendor must have a forklift.
11. Vendor must have a hoist.

It is intended that the amount of **"Industrial Welding Services and Supplies"** will be on an as needed basis by Hidalgo County. It shall be agreed & understood that Hidalgo County will purchase no more material/services than is needed.

Bid price on Welding Material shall be per item.

***Vendor should be able to provide the following materials on an "AS NEEDED BASIS" WELDING SUPPLIES** (No items are specific name brand)**

	SIZE		CASE/UNITS
1. Metal welding **Rods** (different gauges) 1a Stainless steel welding **Rods** (different gauges)	7018	1/8	50 LBS
	7018	5/32	50 LBS
	6011	1/8	50 LBS
	6011	5/32	50 LBS
	6011	3/32	50 LBS
2. Rod keeper (storage system)			30 LBS
3. Aluminum welding **Rods** (different gauges)	#35	1/8	5 LBS
4. Cast Iron **Rods** 99 % Cast	#35	5/32	5 LBS
	#460	1/8	10 LBS
5. Torch RD-45	1/8 Steel		1 LB
	3/32		1 LB
6 Alloy 144 Brass Electrode	1/8		1 LB
	5/32		1 LB
7 Torch Brass	1/8		1 LB
	5/32		1 LB

(No items are specific name brand)

	CYLINDER SIZE
8 Oxygen (for welding gas)	80 Series
	100 Series
	200 Series
9 Acetylene, (for welding gas)	100 Series
10 Welding Goggles standard (square frame, flip lens preferred)	
11 Leather Welding Gloves (standard)	
12 Welding Helmets (2" with flip lens preferred)	
13 Leather Jackets for Welders (complete)	Small
	Medium
	Large

14. Doo- Rag Flame Retardant Cap and/or Beanies	
15. Welding Blanket Coated Fiberglass and Acrylic Coated	30 oz.
16. Bid Apron Leather 36" – 48"	
17. Lens Clear Huntsman "Nitro" Auto Darkening Inner Replacement	1-13/16" x 4-1/16"

18. Torch Lighters (3 way)

19. Torch Tips

(both torch tips fit small torch and medium torch, Torch tip 1-010-1, Heating tip 1-010-1)

	Tip Type 1-010-1	**Size**
Small Torch 100 Series	Cutting Tip Org. Victor	03-101 Victor
	Welding Tip Victor 2 or equalivant to	#0-W-1 #1-W-1 #2-W-1 #3-W-1
	Heating 1-010-1 or equalivant to	Rosebud Victor 8 or equalivant to

	Tip Type 1-010-1	**Size**
Medium Torch 300 Series	Cutting Tip Org. Victor	03-101 Victor
	Welding Tip Victor 2 or equalivant to	#0-W-1 #1-W-1 #2-W-1 #3-W-1
	Heating 1-010-1 or equalivant to	Rosebud Victor 8 or equalivant to

20. Torch Gauges-Replacement Gauges for regulators are preferred
a) Victor b) Victor CSR150CR

	Size
21. Torch Hoses	25 ft x ¼
	50 ft x ¼
	100 ft x ¼
22. Torches Complete Kit is preferred with handle and cutting attachments	Small 100 Series
	Medium 300 Series

	Gas	**Tank Size**
23. Rental of Cylinder (as needed)	Oxygen	80 Series
		100 Series
		200 Series
	Acetylene	100 Series

24. No. 1 Cable (by feet)

25. Tip cleaner- Standard

26. Flat Soap Stone-Standard Square

BID REQUIREMENTS AND OTHER TERMS AND CONDITIONS:

1. **Bid Award:** Hidalgo County reserves the right to reject any or all bids, to waive any or all formalities, or to accept the bid considered the lowest, best, and most advantageous to the County, including compliance to the bid specifications. Hidalgo County reserves the right to hold the bids for a period of (90) ninety days without taking action hereon.

2. Hidalgo County reserves the right to award to one or more bidder(s), whichever is in the best interest of the County.

3. After bid is awarded and low bidder(s) default(s) in meeting the terms and conditions of this bid and/or comply with the contractual agreement, Hidalgo County reserves the right to seek services from the next lowest bidder(s). In such event, County shall charge the successful bidder(s) the difference for any additional cost of such item(s).

4. Hidalgo County may seek purchases from state awarded vendors or any other cooperative purchasing programs, whenever it is in the best interest to do so.

5. It is expressly understood and agreed that in case Hidalgo County should need "Industrial Welding Services and/or Welding Supplies " not available within the time frame needed from the successful vendor during the term of this contract, Hidalgo County reserves the right to purchase these items or 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. Further, Hidalgo County reserves the right to seek another vendor if, at any time, vendor's prices do not conform to public pricing.

6. The successful bidder(s) must state therein 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. Hidalgo County may terminate the contract upon thirty (30) days with advance written notice of Vendor.

7. The contract will be in effect for a period **of one (1) year** with the County's sole discretion to extend for a one (1) additional year under the same rates, terms and conditions.

8. Hidalgo County reserves the right to continue this bid for an additional (60) sixty day Grace Period at the end of the contract term due to unforeseen delay of award for the next contract term.

9. Insurance Certificates as per Exhibit "C" must be submitted to the Purchasing Department prior to any services being performed by the awarded bidder(s).

10. Continuing non-performance of the bidder(s) in terms of specifications shall be basis for termination of contract by the County. The County shall not pay for work, equipment, or supplies which are unsatisfactory. Bidder(s) will be given a reasonable opportunity before termination to correct the deficiencies.

11. In the event the material furnished does not meet all the above requirements (regardless of weather, test's 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 the unused portion of material found to be unsatisfactory.

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. **Time frame for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

4. **Allowable Review Periods:** Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct

temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

5. **Dollar Limit to Price Changes:** The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

ADDITIONAL INFORMATION

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

Hidalgo County is requesting that any and all questions, inquiries, and clarifications regarding quotes, bids, proposals, or statements of qualifications be addressed to, Martha L. Salazar, CPPB, Purchasing Agent, 2802 S. Bus. Hwy 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, **MONDAY FEBRUARY 16 2009, 5:00 P.M**. Responses will be sent to all applicants via facsimile by no later than, **5:00 P.M., WEDNESDAY FEBRUARY 18 2009,**

EXHIBIT "B"

BID PAGE

HIDALGO COUNTY

"PURCHASE OF WELDING SUPPLIES AND RELATED SERVICES"

RFB: 2009-016-02-23-MEG

Exhibit "B"

HIDALGO COUNTY
"PURCHASE OF WELDING SUPPLIES AND RELATED SERVICES"
BID NO. 2009-016-02-23-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.

	SIZE		CASE/UNITS	BID PRICE
1. Metal welding **Rods** (different gauges) 1a Stainless steal welding **Rods** (different gauges)	7018	1/8	50 LBS	
	7018	5/32	50 LBS	
	6011	1/8	50 LBS	
	6011	5/32	50 LBS	
	6011	3/32	50 LBS	
2. Rod keeper (storage system)			30 LBS	
3. Aluminum welding **Rods** (different gauges)	#35	1/8	5 LBS	
4. Cast Iron **Rods** 99 % Cast	#35	5/32	5 LBS	
	#460	1/8	10 LBS	
5. Torch RD-45	1/8 Steel		1 LB	
	3/32		1 LB	
6. Alloy 144 Brass Electrode	1/8		1 LB	
	5/32		1 LB	
7. Torch Brass	1/8		1 LB	
	5/32		1 LB	
				BID PRICE
8. Oxygen (for welding gas)	80 Series			
	100 Series			
	200 Series			
9. Acetylene, (for welding gas)	100 Series			
10. Welding Goggles standard (square frame, flip lens preferred)				
11. Leather Welding Gloves (standard)				
12. Welding Helmets (2" with flip lens preferred)				

		BID PRICE
13. Leather Jackets for Welders (complete)	Small	
	Medium	
	Large	
14. Doo- Rag Flame Retardant Cap and/or Beanies		
15. Welding Blanket Coated Fiberglass and Acrylic Coated	30 oz	
16. Bid Apron Leather 36" – 48"		
17. Lens Clear Huntsman "Nitro" Auto Darkening Inner Replacement	1-13/16" x 4-1/16"	

18. Torch Lighters (3 way)				
19. Torch Tips (both torch tips fit small torch and medium torch, Torch tip 1-010-1, Heating tip 1-010-1)	Small Torch 100 Series	**Tip Type 1-010-1**	**Size**	**BID PRICE**
		Cutting Tip Org. Victor	03-101 Victor	
		Welding Tip Victor 2 or equalivant to	#0-W-1 #1-W-1 #2-W-1 #3-W-1	
		Heating 1-010-1 or equalivant to	Rosebud Victor 8 or equalivant to	
	Medium Torch 300 Series	**Tip Type 1-010-1**	**Size**	**BID PRICE**
		Cutting Tip Org. Victor	03-101 Victor	
		Welding Tip Victor 2 or equalivant to	#0-W-1 #1-W-1 #2-W-1 #3-W-1	
		Heating 1-010-1 or equalivant to	Rosebud Victor 8 or equalivant to	
20. Torch Gauges-Replacement Gauges for regulators are preferred a) Victor b) Victor CSR150CR				

	Size	**BID PRICE**
21. Torch Hoses	25 ft x ¼	
	50 ft x ¼	
	100 ft x ¼	
22. Torches Complete Kit is preferred with handle and cutting attachments	Small 100 Series	
	Medium 300 Series	

	Gas	**Tank Size**	**BID PRICE**
23. Rental of Cylinder (as needed)	Oxygen	80 Series	
		100 Series	
		200 Series	
	Acetylene	100 Series	
24. No. 1 Cable (by feet)			
25. Tip cleaner- Standard			
26. Flat Soap Stone-Standard Square			

BIDDER/COMPANY NAME:_____

ADDRESS:_____

CITY/STATE/ZIP CODE:_____

PHONE & FAX NO.'S:_____

CELL PHONE:_____

AUTHORIZED SIGNATURE:_____

PRINTED NAME:_____

TITLE:_____

EMAIL:_____

EXHIBIT "C"

INSURANCE REQUIREMENTS

HIDALGO COUNTY

"PURCHASE OF WELDING SUPPLIES
AND RELATED SERVICES"

RFB: 2009-016-02-23-MEG

EXHIBIT "C"

Insurance Requirements
Applicable to the Acquisition of Goods and /or Services
(other than Professional Services)

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder 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 ($500,000.00) 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 ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) 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 Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance shall name Hidalgo County as additional insured and must 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.

Revised 10/01/08

ACORD

CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED

INSURER A:

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 THER TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE	LIMITS	
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐ ☐ CLAIMS MADE ☐ OCCUR ☐ OWNER'S & CONT PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER ☐ POLICY ☐ PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED EXP (Any one person)	$
					PERSONAL & ADV INJURY	$
					GENERAL AGGREGATE	$
					PRODUCTS - COMP/OP AGG	$
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT	$
					OTHER THAN AUTO ONLY: EA ACC	$
					AGG	$
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURRENCE	$
					AGGREGATE	$
						$
						$
						$
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**				WC STATU- ☐ OTHER TORY LIMITS	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
	OTHER					

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

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER:	CANCELLATION

Hidalgo County
Attn: Purchasing Department
2812 S Highway Bus. 281
Edinburg, Texas 78539

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY 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

SAMPLE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
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: $_____ General Liability: $_____

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

_____ _____.
Authorized Representative 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

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 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 Date

_____.
Company

_____.
Address

_____.
City, State, Zip

EXHIBIT "D"

CIQ FORM

HIDALGO COUNTY

"PURCHASE OF WELDING SUPPLIES
AND RELATED SERVICES"

RFB: 2009-016-02-23-MEG

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity 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 knowingly 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 who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing 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 additional 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 governmental entity?

☐ Yes ☐ No

C. Is the filer of this 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

Adopted 06/29/2007

BIDDER/VENDOR APPLICATION AND W-9

HIDALGO COUNTY

"PURCHASE OF WELDING SUPPLIES AND RELATED SERVICES"

RFB: 2009-016-02-23-MEG

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: Telephone No. ( )
dba Name:
Legal Name:
Mailing Address : Fax No. ( )
Physical Address:
City, State, Zip Tax I.D. No.
Remit to Address : City, State, Zip
E-Mail Address:
Representative(s) Name(s) & Title(s)
Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation _____Non-Profit _____ LLC _____ Sole Proprietor _____ Other, Specify State Identification No._____ (Please attached completed W-9 form with this application) Federal Identification No. or (if individual) SS No.
State of Incorporation: _____ Date:_____ 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 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_____

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, RFP,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): ❒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. November 2005)
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)

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶ ..... ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.) | Requester's name and address (optional)

City, state, and ZIP code

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
| | | - | | | | | | | |

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. person (including a U.S. resident alien).

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 ▶ Date ▶

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.

U.S. person. 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.

In 3 above, 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.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

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,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). 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.

You will not be subject to backup withholding on payments you receive 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 be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable 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 instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules regarding partnerships* on page 1.

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.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt recipients 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.socialsecurity.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting *www.irs.gov* or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or single-owner LLC	The owner [3]
For this type of account:	**Give name and EIN of:**
6. Sole proprietorship or single-owner LLC	The owner [3]
7. A valid trust, estate, or pension trust	Legal entity [4]
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

[4] List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules regarding partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

DRAFT SERVICE CONTRACT

HIDALGO COUNTY

"PURCHASE OF WELDING SUPPLIES AND RELATED SERVICES"

RFB: 2009-016-02-23-MEG

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-09-016-00-00

THIS CONTRACT is made and entered into this _____ day of _____, by and between the **County of Hidalgo, Texas** ("County"), and _____ ("Company").

WHEREAS, Company responded to request for bids for "Industrial Welding Supplies & Services" (the "Services"); and

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

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

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

1. County and Company hereby agrees that this Contract is entered into in order to provide the Service to locations within Hidalgo County. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the Services in accordance

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with the Specifications within **Hidalgo County** following a request for Services by the Hidalgo County or his designated agent(s). Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period beginning _____ and ending _____ and may be extended at the sole discretion of County for an additional one (1) year period, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first. County also reserves the right to continue this bid for an additional sixty (60) day Grace Period, under the same rates terms and conditions.

4. County and Seller agree that either party may terminate this contract upon thirty (30) days written notice at any time for any reason or no reason at all.

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

6. 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.

7. 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

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payable against written invoice submitted by Company.

8. 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.

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

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

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

12. 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.

13. 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:

DRAFT

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

If to Company

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

15. This Agreement may be terminated by either party without cause upon thirty (30) days written notice.

16 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.

17. 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.

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WITNESS our hands in duplicate originals this____ day of_____, 2008.

COUNTY OF HIDALGO

ATTEST:

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

_____
Arturo Guajardo, Jr. County Clerk

COMPANY:_____

By:_____

Printed Name:_____

Title:_____

Approved by Commissioners Court on,_____

APPROVED AS TO FORM:

By:_____
Atlas & Hall, LLP

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DEBARMENT

HIDALGO COUNTY

"PURCHASE OF WELDING SUPPLIES
AND RELATED SERVICES"

RFB: 2009-016-02-23-MEG

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:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

EXHIBIT "A" SPECIFICATIONS

Exhibit "A"
HIDALGO COUNTY
"PURCHASE OF WELDING SUPPLIES AND RELATED SERVICES"
BID NO.: 2009-016-02-23-MEG
SPECIFICATIONS

1) Sealed Bids will be received for the following on an "As Needed Basis"
   - A: Industrial Welding Services
   - B: Welding Supplies

A: INDUSTRIAL WELDING SERVICES:

Vendor must perform the following services on an "As Needed Basis" for Hidalgo County:

1. Torch welding
2. Heavy duty arch welding

SPECIFICATION/REQUIREMENTS:

REQUIREMENTS AND OTHER TERMS AND CONDITIONS:

1. Vendor must bill on an hourly basis.
2. Vendor must supply an itemized invoice
3. Vendor must submit invoices within 3 to 5 working days after the job is completed.
4. Vendor is to have own tools and supplies to perform assigned jobs.
5. Vendor must have a Service Truck to respond to service calls and to provide welding on miscellaneous County Vehicles and Equipment.
6. Vendor should preferably be situated within the Precinct jurisdiction boundaries. (In order to provide prompt service)
7. Vendor must comply with Hidalgo County Insurance Requirements and Regulations.
8. Vendor must be able to fabricate parts as required and must have own machine shop.
9. Vendor must be State Certified.
10. Vendor must have a forklift.
11. Vendor must have a hoist.

It is intended that the amount of **AIndustrial Welding Services and Supplies@** will be on an as needed basis by Hidalgo County. It shall be agreed & understood that Hidalgo County will purchase no more material/services than is needed.

Bid price on Welding Material shall be per item.

***Vendor should be able to provide the following materials on an "AS NEEDED BASIS"**
WELDING SUPPLIES (No items are specific name brand)**

	SIZE		CASE/UNITS
1. Metal welding **Rods** (different gauges) 1a Stainless steel welding **Rods** (different gauges)	7018	1/8	50 LBS
	7018	5/32	50 LBS
	6011	1/8	50 LBS
	6011	5/32	50 LBS
	6011	3/32	50 LBS
2. Rod keeper (storage system)			30 LBS
3. Aluminum welding **Rods** (different gauges)	#35	1/8	5 LBS
4. Cast Iron **Rods** 99 % Cast	#35	5/32	5 LBS
	#460	1/8	10 LBS
5. Torch RD-45	1/8 Steel		1 LB
	3/32		1 LB
6 Alloy 144 Brass Electrode	1/8		1 LB
	5/32		1 LB
7 Torch Brass	1/8		1 LB
	5/32		1 LB

(No items are specific name brand)

	CYLINDER SIZE
8 Oxygen (for welding gas)	80 Series
	100 Series
	200 Series
9 Acetylene, (for welding gas)	100 Series
10 Welding Goggles standard (square frame, flip lens preferred)	
11 Leather Welding Gloves (standard)	
12 Welding Helmets (2" with flip lens preferred)	
13 Leather Jackets for Welders (complete)	Small
	Medium
	Large

14. Doo- Rag Flame Retardant Cap and/or Beanies	
15. Welding Blanket Coated Fiberglass and Acrylic Coated	30 oz.
16. Bid Apron Leather 36" – 48"	
17. Lens Clear Huntsman "Nitro" Auto Darkening Inner Replacement	1-13/16" x 4-1/16"

18. Torch Lighters (3 way)

19. Torch Tips

(both torch tips fit small torch and medium torch, Torch tip 1-010-1, Heating tip 1-010-1)

Small Torch 100 Series	Tip Type 1-010-1	Size
	Cutting Tip Org. Victor	03-101 Victor
	Welding Tip Victor 2 or equalivant to	#0-W-1 #1-W-1 #2-W-1 #3-W-1
	Heating 1-010-1 or equalivant to	Rosebud Victor 8 or equalivant to

Medium Torch 300 Series	Tip Type 1-010-1	Size
	Cutting Tip Org. Victor	03-101 Victor
	Welding Tip Victor 2 or equalivant to	#0-W-1 #1-W-1 #2-W-1 #3-W-1
	Heating 1-010-1 or equalivant to	Rosebud Victor 8 or equalivant to

20. Torch Gauges-Replacement Gauges for regulators are preferred
a) Victor b) Victor CSR150CR

	Size
21. Torch Hoses	25 ft x ¼
	50 ft x ¼
	100 ft x ¼
22. Torches Complete Kit is preferred with handle and cutting attachments	Small 100 Series
	Medium 300 Series

	Gas	Tank Size
23. Rental of Cylinder (as needed)	Oxygen	80 Series
		100 Series
		200 Series
	Acetylene	100 Series

24. No. 1 Cable (by feet)

25. Tip cleaner- Standard

26. Flat Soap Stone-Standard Square

BID REQUIREMENTS AND OTHER TERMS AND CONDITIONS:

1. **Bid Award:** Hidalgo County reserves the right to reject any or all bids, to waive any or all formalities, or to accept the bid considered the lowest, best, and most advantageous to the County, including compliance to the bid specifications. Hidalgo County reserves the right to hold the bids for a period of (90) ninety days without taking action hereon.

2. Hidalgo County reserves the right to award to one or more bidder(s), whichever is in the best interest of the County.

3. After bid is awarded and low bidder(s) default(s) in meeting the terms and conditions of this bid and/or comply with the contractual agreement, Hidalgo County reserves the right to seek services from the next lowest bidder(s). In such event, County shall charge the successful bidder(s) the difference for any additional cost of such item(s).

4. Hidalgo County may seek purchases from state awarded vendors or any other cooperative purchasing programs, whenever it is in the best interest to do so.

5. It is expressly understood and agreed that in case Hidalgo County should need AIndustrial Welding Services and/or Welding Supplies @ not available within the time frame needed from the successful vendor during the term of this contract, Hidalgo County reserves the right to purchase these items or 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. Further, Hidalgo County reserves the right to seek another vendor if, at any time, vendor=s prices do not conform to public pricing.

6. The successful bidder(s) must state therein 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. Hidalgo County may terminate the contract upon thirty (30) days with advance written notice of Vendor.

7. The contract will be in effect for a period **of one (1) year** with the County=s sole discretion to extend for a one (1) additional year under the same rates, terms and conditions.

8. Hidalgo County reserves the right to continue this bid for an additional (60) sixty day Grace Period at the end of the contract term due to unforeseen delay of award for the next contract term.

9. Insurance Certificates as per Exhibit AC@ must be submitted to the Purchasing Department prior to any services being performed by the awarded bidder(s).

10. Continuing non-performance of the bidder(s) in terms of specifications shall be basis for termination of contract by the County. The County shall not pay for work, equipment, or supplies which are unsatisfactory. Bidder(s) will be given a reasonable opportunity before termination to correct the deficiencies.

11. In the event the material furnished does not meet all the above requirements (regardless of weather, test=s 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 the unused portion of material found to be unsatisfactory.

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. **Time frame for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

4. **Allowable Review Periods:** Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct

temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

5. **Dollar Limit to Price Changes:** The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

ADDITIONAL INFORMATION

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

Hidalgo County is requesting that any and all questions, inquiries, and clarifications regarding quotes, bids, proposals, or statements of qualifications be addressed to, Martha L. Salazar, CPPB, Purchasing Agent, 2802 S. Bus. Hwy 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, **MONDAY, FEBRUARY 16, 2009, 5:00 P.M**. Responses will be sent to all applicants via facsimile by no later than, **5:00 P.M., WEDNESDAY, FEBRUARY 18, 2009.**

EXHIBIT "B" VENDOR'S BID

TABULATION SHEET

HIDALGO COUNTY

"PURCHASE OF WELDING SUPPLIES AND RELATED SERVICES"

BID NO. 2009-016-02-23-MEG | **BUYER: ELENA GOMEZ**

ITEM DESCRIPTIONS	SIZE		CASE/ UNITS	WELDING HOUSE	AIRGAS
1.Metalwelding **Rods** (different gauges) 1a Stainless steal welding **Rods** (different gauges)	7018	1/8	50 LBS	$ 83.50	$ 74.30
	7018	5/32	50 LBS	$ 82.50	$ 73.35
	6011	1/8	50 LBS	$ 95.00 ESAB	$ 76.82
	6011	5/32	50 LBS	$ 105.00 ESAB	$ 76.00
	6011	3/32	50 LBS	$ 115.00 ESAB	$ 81.35
2. Rod keeper (storage system)			30 LBS	$ 205.00 (50 lbs)	$ 301.67
3. Aluminum welding **Rods** (different gauges)	#35	1/8	5 LBS	no bid	$ 29.13per lb
4. Cast Iron **Rods** 99 % Cast	#35	5/32	5 LBS	no bid	$ 38.76 per lb
	#460	1/8	10 LBS	no bid	$ 31.43 per lb
5. Torch RD-45	1/8 Steel		1 LB	no bid	$ 3.69
	3/32		1 LB	no bid	$ 3.70
6. Alloy 144 Brass Electrode	1/8		1 LB	no bid	$ 31.21 per lb (11.5# bx)
	5/32		1 LB	no bid	$ 37.92 per lb (11.5# bx)
7. Torch Brass	1/8		1 LB	no bid	$ 13.47
	5/32		1 LB	no bid	$ 10.95 (10# bx)
				BID PRICE	**BID PRICE**
8. Oxygen (for welding gas)	80 Series			$ 5.60	$ 7.75
	100 Series			$ 6.25	$ 8.25
	200 Series			$ 8.80	$ 9.43
9. Acetylene, (for welding gas)	100 Series			$ .1990 cf	$ 24.07 (per c.f.)
10. Welding Goggles standard (square frame, flip lens preferred)				$ 9.50 jackson ws85	$ 12.30
11. Leather Welding Gloves (standard)				$ 5.25 revco 110	$ 3.96
12. Welding Helmets (2" with flip lens preferred)				$ 33.75 jackson hsl2 blk	$ 29.17
13. Leather Jackets for Welders (complete)	Small			$ 39.80 revco	$ 50.92
	Medium			$ 39.80 revco	$ 50.92
	Large			$ 39.80 revco	$ 50.92

14. Doo- Rag Flame Retardant Cap and/or Beanies		no bid	$ 4.50
15. Welding Blanket Coated Fiberglass and Acrylic Coated	30 oz	no bid	$ 27.36
16. Bid Apron Leather 36" – 48"		$ 24.00 revco	$ 22.19
17. Lens Clear Huntsman "Nitro" Auto Darkening Inner Replacement	1-13/16" x 4-1/16"	$ 1.65 (5 per bag)	NO BID
18. Torch Lighters (3 way)		$ 2.30	NO BID

19. Torch Tips (both torch tips fit small torch and medium torch, Torch tip 1-010-1, Heating tip 1-010-1)		Tip Type 1-010-1	Size	BID PRICE	BID PRICE
	Small Torch 100 Series	Cutting Tip Org. Victor	03-101 Victor	$ 9.75	$ 13.03
		Welding Tip Victor 2 or equalivant to	#0-W-1 #1-W-1 #2-W-1 #3-W-1	$ 32.61 $ 32.61 $ 33.10 $ 33.90	$ 34.79
		Heating 1-010-1 or equalivant to	Rosebud Victor 8 or equalivant to	$ 59.80 (8mfa-1)	$ 72.03
		Tip Type 1-010-1	**Size**	**BID PRICE**	**BID PRICE**
	Medium Torch 300 Series	Cutting Tip Org. Victor	03-101 Victor	$ 9.75	$ 13.03
		Welding Tip Victor 2 or equalivant to	#0-W-1 #1-W-1 #2-W-1 #3-W-1	$ 33.93 $ 35.99 $ 35.99 $ 36.50	$ 34.79
		Heating 1-010-1 or equalivant to	Rosebud Victor 8 or equalivant to	$ 85.68	$ 72.03

20. Torch Gauges-Replacement Gauges for regulators are preferred a) Victor b) Victor CSR150CR	no bid	$ 89.00

21. Torch Hoses	Size	BID PRICE	BID PRICE
	25 ft x ¼	$ 25.00	$ 21.15
	50 ft x ¼	$ 44.00	$ 36.52
	100 ft x ¼	$ 83.00	$ 71.26

22. Torches Complete Kit is preferred with handle and cutting attachments			
	Small 100 Series	$ 168.00 (med)	$ 209.99
	Medium 300	$ 269.00 (lg)	$ 272.28

23. Rental of Cylinder (as needed)	Gas	Tank Size	BID PRICE	BID PRICE
	Oxygen	80 Series	$ .195 day	$ 4.50
		100 Series	$ .195 day	$ 4.50
		200 Series	$ .195 day	$ 4.50
	Acetylene	100 Series	$ .195 day	$ 4.50

24. No. 1 Cable (by feet)	$ 1.18 ft	$ 1.98
25. Tip cleaner- Standard	$ 1.60	$ 7.85
26. Flat Soap Stone-Standard Square	$ 8.35 gross	$ 8.00 per box

ADDENDUM NO. 1
February 12, 2009

"PURCHASE OF WELDING SUPPLIES AND RELATED SERVICES"
RFB NO.: 2009-016-02-23-MEG

NOTE the ADDITIONAL ITEMS for EXHIBIT "A" are as FOLLOW:

ITEM DESCRIPTIONS	WELDING HOUSE	AIRGAS
WELDING SUPPLY'S	**PRICE**	**PRICE**
1. Safety glasses dark	$ 3.30 ea	$ 1.53
2. Safety glasses clear	$ 2.92 ea	$ 2.02
3. Welding .030 cable liners for Millermatic 135	$ 12.00	$ 13.82
4. Welding wire spools .030 flux coated	$ 38.95 spool	$ 57.52
5. Tips .030 for welder Millermatic 135	$ .56 ea	$ 6.63 pkg of 10 ea
6. Millermatic 135 nozzle tip protector – slip on type	$ 5.69 ea	$ 8.23 pkg of 10 ea
7. Screw on 4.1/2 x ¼ x 7/8 grinding discs	$ 2.20 ea	$ 2.13
8. Screw on 4.1/2 x 3/4 x 7/8 sanding discs fine – medium – coarse grid	24 grit $.63 grit $.58/120 grits $.55 ea (B-Line)	$ 2.98
9. Chop saw blades 14 x 3/32 x 1	$ 5.61 ea	$ 5.20
10. Striker & flints	Striker $ 2.30ea/refills $ 1.7	$ 4.34
11. Cutting dark goggles	$ 7.31	$ 5.95
GAS	**PRICE**	**PRICE**
1. Oxygen (for welding gas) cylinder size 21 series	$ 4.20	$ 6.00
125 series	$ 6.25	$ 8.25
2. Acetylene (for welding gas) cylinder size: #3,	$ 19.00	$ 19.56
Cylinder size #4, MC	#4 $ .1975ct MC $ 9.25	$ 10.58

Exhibit "B"

HIDALGO COUNTY
"PURCHASE OF WELDING SUPPLIES AND RELATED SERVICES"
BID NO. 2009-016-02-23-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.

	SIZE		CASE/UNITS	BID PRICE
1. Metal welding **Rods** (different gauges) 1a Stainless steal welding **Rods** (different gauges)	7018	1/8	50 LBS	$83.50
	7018	5/32	50 LBS	$82.50
	6011	1/8	50 LBS Esab	$95.00
	6011	5/32	50 LBS Esab	$105.00
	6011	3/32	50 LBS Esab	$115.00
2. Rod keeper (storage system)			30 LBS (50lbs)	$205.00
3. Aluminum welding **Rods** (different gauges)	#35	1/8	5 LBS	No Bid
4. Cast Iron **Rods** 99 % Cast	#35	5/32	5 LBS	No Bid
	#460	1/8	10 LBS	No Bid
5. Torch RD-45	1/8 Steel		1 LB	No Bid
	3/32		1 LB	No Bid
6. Alloy 144 Brass Electrode	1/8		1 LB	No Bid
	5/32		1 LB	No Bid
7. Torch Brass	1/8		1 LB	No Bid
	5/32		1 LB	No Bid
				BID PRICE
8. Oxygen (for welding gas)	80 Series			$5.60
	100 Series			$6.25
	200 Series			$8.80
9. Acetylene, (for welding gas)	100 Series			$.1990 cf
10. Welding Goggles standard (square frame, flip lens preferred) Jackson WS85				$9.50
11. Leather Welding Gloves (standard) Revco 110				$5.25
12. Welding Helmets (2" with flip lens preferred) Jackson HSL2 Black				$33.75

		BID PRICE
13. Leather Jackets for Welders (complete)	Small Revco	$39.80
	Medium Revco	$39.80
	Large Revco	$39.80
14. Doo- Rag Flame Retardant Cap and/or Beanies		No Bid
15. Welding Blanket Coated Fiberglass and Acrylic Coated	30 oz	No Bid
16. Bid Apron Leather 36" – 48"	Revco 48A	$24.00
17. Lens Clear Huntsman "Nitro" Auto Darkening Inner Replacement	(5 per bag) 1-13/16" x 4-1/16"	$1.65
18. Torch Lighters (3 way)		$2.30

These part numbers and descriptions are inaccurate. Medium and large tips are not interchangeable. This holds true for either cutting tips or welding tips.

19. Torch Tips

(both torch tips fit small torch and medium torch, Torch tip 1-010-1, Heating tip 1-010-1)

Small Torch
100 Series

These part nos. do not coincide with description

Tip Type 1-010-1	Size	BID PRICE
Cutting Tip Org. Victor	Should be 0-3-101 Vic 03-101 Victor	$9.75
Welding Tip Victor 2 or equalivant to	#0-W-1	$32.61
	#1-W-1	$32.61
	#2-W-1	$33.10
	#3-W-1	$33.90
Heating 1-010-1 or equalivant to	Rosebud Victor 8 or equalivant to	$59.80 (8MFA-1)

Medium Torch
300 Series

These should not have a "1" as a suffix

These part nos. do not coincide with description

Tip Type 1-010-1	Size	BID PRICE
Cutting Tip Org. Victor	Should be 0-1-101 03-101 Victor	$9.75
Welding Tip Victor 2 or equalivant to	#0-W-1	$33.93
	#1-W-1	$35.99
	#2-W-1	$35.99
	#3-W-1	$36.50
Heating 1-010-1 or equalivant to	Rosebud Victor 8 or equalivant to	$85.68

20. Torch Gauges-Replacement Gauges for regulators are preferred a) Victor b) Victor CSR150CR Please clarify if 1-1/2", 2" or 2-1/2"gauges		
21. Torch Hoses	Size	BID PRICE
	25 ft x ¼ Grade T	$25.00
	50 ft x ¼ Grade T	$44.00
	100 ft x ¼ Grade T	$83.00
22. Torches Complete Kit is preferred with handle and cutting attachments	This series is "Medium" Small 100 Series	$168.00
	This series is "Large" Medium 300 Series	$269.00

23. Rental of Cylinder (as needed)	Gas	Tank Size	BID PRICE
	Oxygen	80 Series	$.195 day
		100 Series	$.195 day
		200 Series	$.195 day
	Acetylene	100 Series	$.195 day
24. No. 1 Cable (by feet)			$1.18 FT
25. Tip cleaner- Standard			$1.60
26. Flat Soap Stone-Standard Square			$8.35 GROSS

BIDDER/COMPANY NAME: Weldinghouse, Inc

ADDRESS: 301 N. McColl Ste. B

CITY/STATE/ZIP CODE: McAllen, TX

PHONE & FAX NO.'S: (956)682-6844 fax (956)631-8749

CELL PHONE:

AUTHORIZED SIGNATURE:

PRINTED NAME: Roel Dávila

TITLE: Manager

EMAIL: rdavila@weldinghouse.com

All cylinders are barcoded which allows better tracking and accountability. Cylinders dropped off are scanned as are cylinders returned. This information is downloaded to our computers and verified wiht the information we have on cylinder.
Acetylene #4 cylinders are billed for actual contents (max is 145cf)
Max hazmat fee $5.00 per ticket.
Delivery is $10.00 per delivery.
Cylinder rental is $.195 per day.

ADDENDUM NO. 1

February 12, 2009

"PURCHASE OF WELDING SUPPLIES AND RELATED SERVICES"
RFB NO.: 2009-016-02-23-MEG

NOTE the ADDITIONAL ITEMS for EXHIBIT "A" are as FOLLOW:

1. Safety glasses dark
2. Safety glasses clear
3. Welding .030 cable liners for Millermatic 135
4. Welding wire spools .030 flux coated
5. Tips .030 for welder Millermatic 135
6. Millermatic 135 nozzle tip protector – slip on type
7. Screw on 4.1/2 x ¼ x 7/8 grinding discs
8. Screw on 4.1/2 x 3/4 x 7/8 sanding discs fine – medium – coarse grid
9. Chop saw blades 14 x 3/32 x 1
10. Striker & flints
11. Cutting dark goggles

GAS

1- Oxygen (for welding gas) cylinder size: 21 and 125 series
2- Acetylene (for welding gas) cylinder size: #3, #4, MC

USE TABLE BELOW TO SUBMIT PRICES AS AN ADDITION TO EXHIBIT "B"

WELDING SUPPLY'S		PRICE
1. Safety glasses dark Jackson Nemesis w/cord (19806)		$3.30 ea
2. Safety glasses clear Jackson Nemesis w/cord (19804)		$2.92 ea
3. Welding .030 cable liners for Millermatic 135		$12.00
4. Welding wire spools .030 flux coated (10lb spool)		$38.95 spool
5. Tips .030 for welder Millermatic 135		$ .56 ea
6. Millermatic 135 nozzle tip protector – slip on type		$5.69 ea
7. Screw on 4.1/2 x ¼ x 7/8 grinding discs (threaded is 4-1/2 x 1/4 x 5/8-11)		$2.20 ea
8. Screw on 4.1/2 x 3/4 x 7/8 sanding discs fine – medium – coarse grid		24 grit $ .63/50 grit $.58/ 120 grit $ .55ea (B-Line)
9. Chop saw blades 14 x 3/32 x 1		$5.61 ea
10. Striker & flints Three flint and refills		Striker $2.30 ea /refills $1.7
11. Cutting dark goggles flex frame fixed front		$7.31
GAS		**PRICE**
1. Oxygen (for welding gas) cylinder size	21 series	$4.20
	125 series	$6.25
2. Acetylene (for welding gas)	cylinder size: #3,	$19.00
	Cylinder size #4, MC	#4 $ .1975cf MC $9.25

All cylinders are barcoded for better tracking and accountability. Acetylene #4 is only billed for actual contents. Max hazmat fee $5.00 per ticket. Delivery is $10.00 per delivery. Cylinder rental is $.195 per day for oxygen 125 and up and #3 acetylene and up.

I, Roel J. Davila, acknowledge receipt of ADDENDUM NO. 1 dated, February 13, 2009, for RFB-"**HIDALGO COUNTY PURCHASE OF WELDING SUPPLIES AND RELATED SERVICES**"

Roel J. Davila — Printed Bidder Name

23 February 2009 — Date

NOTE: PLEASE SUBMIT THIS ADDENDUM WITH YOUR BID PACKET, IN ORDER TO COMPLETE THE BID.....

EXHIBIT "C" INSURANCE REQUIREMENTS

Insurance Requirement Acknowledgment

I, Roel Dávila, authorized representative for Weldinghouse, Inc., 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: $_____ General Liability: $_____

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

_____ Authorized Representative

23 feb. 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

EXHIBIT "D"
CONFLICT OF INTEREST FORM
(CIQ)

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity 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 knowingly 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 who has a business relationship with local governmental entity.**

N/A

2 ☐ **Check this box if you are filing 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.**

N/A
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 additional 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 governmental entity?

☐ Yes ☐ No

C. Is the filer of this 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.

N/A

4

Signature of person doing business with the governmental entity

27 Feb. 2009
Date

Adopted 06/29/2007

VENDOR/BIDDER APPLICATION

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: Weldinghouse, Inc. Telephone No. (956) 682-6844

dba Name:

Legal Name:

Mailing Address : 301 N. McColl Ste B Fax No. (956) 631-8749

Physical Address: 301 N. McColl Ste B

City, State, Zip McAllen, TX 78501 Tax I.D. No.

Remit to Address : 705 N. Navigation City, State, Zip Corpus Christi, TX 78408

E-Mail Address: rdavila@weldinghouse.com

Representative(s) Name(s) & Title(s) Roel Davila manager/ Gene C. sales

Type of Organization (check one): _____ Individual _____ Partnership __x__ Corporation _____Non-Profit
_____ LLC _____ Sole Proprietor _____ Other, Specify

State Identification No. 1-74248279-8 (Please attached completed W-9 form with this application)
Federal Identification No. or (if individual) SS No.

State of Incorporation: Texas Date:_____ 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:

Roel Davila - manager

Small and/or Disadvantaged Business Information (check application criteria)

Small Business:

- ☐ Less than 125,000 annual gross receipt
- ☐ Less than 250,000 annual gross receipt
- ☐ Less than 499,000 annual gross receipt
- ☐ More than 500,000 annual gross receipt

Disadvantaged Business (At Least 51% Ownership)

- ☐ Black American
- ☐ Hispanic American
- ☐ Asian Pacific American
- ☐ Native American
- ☐ Women
- ☐ Other

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 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_____

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, RFP,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): ❒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. November 2005)
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)

Business name, if different from above
Weldinghouse, Inc

Check appropriate box: ☐ Individual/ Sole proprietor ☒ Corporation ☐ Partnership ☐ Other ▶ ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.)
301 N. McColl Ste B

Requester's name and address (optional)

City, state, and ZIP code
McAllen, TX 78501

List account number(s) here (optional)
Various

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
7	4	2	4	8	2	7	1	9

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. person (including a U.S. resident alien).

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 ▶ 23 february 2009

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.

U.S. person. 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.

In 3 above, 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.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

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,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). 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.

You will not be subject to backup withholding on payments you receive 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 be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable 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 instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules regarding partnerships* on page 1.

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.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt recipients 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.socialsecurity.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting *www.irs.gov* or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or single-owner LLC	The owner [3]
For this type of account:	**Give name and EIN of:**
6. Sole proprietorship or single-owner LLC	The owner [3]
7. A valid trust, estate, or pension trust	Legal entity [4]
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

[4] List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules regarding partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

DEBARMENT FORM

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: ROEL J. DAVILA
Title: MANAGER
Telephone Number: (956) 682-6844
Date: 27 Feb. 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.

6. **Recommending award of bid and approval of contract to the multiple vendors meeting all specifications and/or requirements as attached hereto for: Hidalgo County-"Purchase of Welding Supplies and Related Services" (RFB No. 2009-016-MEG)**

   On motion of Commissioner Garza, seconded by Commissioner Handy, the Court made a UNANIMOUS vote of approval.

7. **Pursuant to Texas Local Government Code, Chapter *116.023(a)* and action taken by CC on 1-28-09 setting the advertising and acceptance dates, requesting direction and action regarding the proposed re-scheduling of Commissioner's Court meeting, including, but not limited to the following options:**

   A. Requesting approval to keep Commissioner Court meeting on Tuesday, March 10, 2009 in order to comply with the timely advertised and published notices of the Bank Depository Application process; or, in the alternative;

   NO ACTION taken on this item.

   B. Approve the re-scheduling of Commissioners Court meeting from Tuesday, March 10, 2009 to MONDAY, MARCH 9, 2009; and, if approved;

   On motion of Commissioner Palacios, seconded by Commissioner Handy, the Court made a UNANIMOUS vote of approval at 9:30 A.M.

   C. Requesting authority for Purchasing Agent to issue an Addendum in connection with the rescheduling of Bank Depository Applications acceptance date from Tuesday, March 10, 2009 to Monday, March 9, 2009; or, in the alternative;

   NO ACTION taken on this item.

   D. Recommending that pursuant to Texas Local Government Code, Chapter 116,023(a) that Hidalgo County Judge, Hon. J. D. Salinas, III designate a representative to accept Bank Depository Applications on the originally approved date, time and place set by CC of no later than 10:00 am., March 10, 2009 at Hidalgo County Commissioners Court meeting room located at 100 E. Cano, 1st. Floor, Edinburg, Texas (as timely advertised and published).

   On motion of Commissioner Garza, seconded by Commissioner Handy, the Court made a UNANIMOUS vote of approval to designate Martha Salazar.

8. **Recommending award of bid and approval of contract to the lowest bidder meeting all specifications and/or requirements as attached hereto for: "Hidalgo County-Bio Hazardous Waste Disposal Services" (RFB No: 2009-005-MEG)**

   On motion of Commissioner Handy, seconded by Commissioner Garza, the Court made a UNANIMOUS vote of approval.

AI-14218 **22.A.6.**

Purchase of Welding Supplies and Related Services

CC REGULAR

Date: 03/03/2009
Submitted By: Elena Gomez, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department **Purchasing only:** Hidalgo County

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Information

CAPTION

Recommending award of bid and approval of contract to the mutiple vendors meeting all specifications and/or requirements as attached hereto for: Hidalgo County-"Purchase of Welding Supplies and Related Services" (RFB No. 2009-016-MEG)

BACKGROUND

1. Current Contract expires on March 1,2009

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** VARIOUS LISTED
FUNDS AVAILABLE Y/N?: y **MATCHING FUNDS Y/N?:** n
BUDGETARY IMPACT:
All accounts indicated on the Departmental Memorandums are currently funded 02/27/09.

FISCAL YEAR: 2009 **ACCT. #:** 9-1211-452-00-121-013-0-442
FUNDS AVAILABLE Y/N?: y **MATCHING FUNDS Y/N?:** n
BUDGETARY IMPACT:

FISCAL YEAR: 2009 **ACCT. #:** 9-1201-431-00-121-005-0-623
FUNDS AVAILABLE Y/N?: y **MATCHING FUNDS Y/N?:** n
BUDGETARY IMPACT:

FISCAL YEAR: 2009 **ACCT. #:** 9-1211-452-00-121-013-0-623
FUNDS AVAILABLE Y/N?: y **MATCHING FUNDS Y/N?:** n
BUDGETARY IMPACT:

FISCAL YEAR: 2009 **ACCT. #:** 9-1200-431-00-122-004-0-442
FUNDS AVAILABLE Y/N?: y **MATCHING FUNDS Y/N?:** n
BUDGETARY IMPACT:

FISCAL YEAR: 2009 **ACCT. #:** 9-1200-431-00-122-004-0-623
FUNDS AVAILABLE Y/N?: y **MATCHING FUNDS Y/N?:** n

BUDGETARY IMPACT:

FISCAL YEAR: 2009 **ACCT. #:** 9-1202-431-00-122-006-0-442
FUNDS AVAILABLE Y/N?: y **MATCHING FUNDS Y/N?:** n
BUDGETARY IMPACT:

FISCAL YEAR: 2009 **ACCT. #:** 9-1202-431-00-122-006-0-623
FUNDS AVAILABLE Y/N?: y **MATCHING FUNDS Y/N?:** n
BUDGETARY IMPACT:

FISCAL YEAR: 2009 **ACCT. #:** 9-1203-431-00-123-005-0-623
FUNDS AVAILABLE Y/N?: y **MATCHING FUNDS Y/N?:** n
BUDGETARY IMPACT:

FISCAL YEAR: 2009 **ACCT. #:** 9-1203-431-00-123-005-0-679
FUNDS AVAILABLE Y/N?: y **MATCHING FUNDS Y/N?:** n
BUDGETARY IMPACT:

FISCAL YEAR: 2009 **ACCT. #:** 9-1203-431-00-123-005-0-442
FUNDS AVAILABLE Y/N?: y **MATCHING FUNDS Y/N?:** n
BUDGETARY IMPACT:

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-431-00-123-005-0-623
FUNDS AVAILABLE Y/N?: y **MATCHING FUNDS Y/N?:** n
BUDGETARY IMPACT:

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-431-00-123-005-0-679
FUNDS AVAILABLE Y/N?: y **MATCHING FUNDS Y/N?:** n
BUDGETARY IMPACT:

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-431-00-123-005-0-442
FUNDS AVAILABLE Y/N?: y **MATCHING FUNDS Y/N?:** n
BUDGETARY IMPACT:

FISCAL YEAR: 2009 **ACCT. #:** 9-1213-431-00-123-005-0-623
FUNDS AVAILABLE Y/N?: y **MATCHING FUNDS Y/N?:** n
BUDGETARY IMPACT:

FISCAL YEAR: 2009 **ACCT. #:** 9-1213-431-00-123-005-0-679
FUNDS AVAILABLE Y/N?: y **MATCHING FUNDS Y/N?:** n
BUDGETARY IMPACT:

FISCAL YEAR: 2009 **ACCT. #:** 9-1213-431-00-123-005-0-442
FUNDS AVAILABLE Y/N?: y **MATCHING FUNDS Y/N?:** n
BUDGETARY IMPACT:

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-419-40-220-001-0-679
FUNDS AVAILABLE Y/N?: y **MATCHING FUNDS Y/N?:** n
BUDGETARY IMPACT:

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-423-21-280-002-0-442
FUNDS AVAILABLE Y/N?: y **MATCHING FUNDS Y/N?:** n
BUDGETARY IMPACT:

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-423-21-280-002-0-623
FUNDS AVAILABLE Y/N?: y **MATCHING FUNDS Y/N?:** n
BUDGETARY IMPACT:

FISCAL YEAR: 2009 **ACCT. #:** 9-1204-431-00-124-007-0-442
FUNDS AVAILABLE Y/N?: y **MATCHING FUNDS Y/N?:** n
BUDGETARY IMPACT:

FISCAL YEAR: 2009 **ACCT. #:** 9-1204-431-00-124-007-0-613
FUNDS AVAILABLE Y/N?: y **MATCHING FUNDS Y/N?:** n
BUDGETARY IMPACT:

FISCAL YEAR: 2009 **ACCT. #:** 9-1204-431-00-124-007-0-623
FUNDS AVAILABLE Y/N?: y **MATCHING FUNDS Y/N?:** n
BUDGETARY IMPACT:

FISCAL YEAR: 2009 **ACCT. #:** 9-1204-431-00-124-007-0-679
FUNDS AVAILABLE Y/N?: y **MATCHING FUNDS Y/N?:** n
BUDGETARY IMPACT:

FISCAL YEAR: 2009 **ACCT. #:** 9-1201-431-00-121-005-0-442
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:** N
BUDGETARY IMPACT:

Attachments

Link: Bid Tabulation/Memo/Participation Log
Link: Airgas
Link: Weldinghouse

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	02/26/2009 04:34 PM	APRV
2	Budget & Management	Veronica Lopez	02/27/2009 07:42 AM	APRV
3	Rey Salazar	Rey Salazar	02/27/2009 08:25 AM	APRV
4	Auditor's Office		02/27/2009 05:01 PM	NEW

Form Started By: Elena Gomez Started On: 02/24/2009 02:56 PM

Final Approval Date: 02/27/2009

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-07-122-02-20

THIS CONTRACT is made and entered into this 1st day of **March, 2008** by and between the **County of Hidalgo, Texas** ("County"), and **Arguindegui Oil Company, II Ltd. a Limited Company**("Company").

WHEREAS, Company responded to request for bids for **"Gasoline & Diesel Fuel"** (the "Services"); and

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

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

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

1. County and Company hereby agree that this Contract is entered into in order to provide the Service to locations within Hidalgo County for **"Gasoline & Diesel Fuel"**. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this

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

3. This Contract shall be for a period beginning **March 1, 2008** and ending **March 1, 2009** with the County's option to renew two (2) additional one (1) year terms based on the prior year's performance evaluation and contingent upon cost remaining unchanged and it is agreed that the Products will meet the specifications set forth in Exhibit "A" hereto unless this Contract is terminated pursuant to the provisions herein, whichever occurs first.

4. County and Seller agree that either party may terminate this contract upon thirty (30) days written notice at any time for any reason or no reason at all.

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

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

6. As consideration for rendering the Service provided for in this Contract, the County agrees

to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

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

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

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

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

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

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

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

If to Company **Arguindegui Oil Co.**
Attn: Carlos Arguindegui
PO Box 1367
Laredo, Tx 78401

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

14. This Agreement 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.

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

WITNESS our hands in duplicate originals this ____ day of _____, 2008

Approved by Commissioners Court on, **February 20, 2008**

APPROVED AS TO FORM:

By: _____
~~Atlas & Hall, LLP~~

COUNTY OF HIDALGO

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

ATTEST:

Arturo Guajardo, Jr. County Clerk

COMPANY: Arguindegui Oil Co. II LTD.

By: _____
Printed Name: Alfonso Arguindegui
Title: President

EXHIBIT "A"
SPECIFICATIONS

Exhibit "A"

HIDALGO COUNTY
"GASOLINE AND DIESEL FUEL (ALL GRADES)"
BID NO. 2007-122-01-09-ROL

~~SPECIFICATIONS~~

PROJECT OVERVIEW
Hidalgo County is seeking bids from qualified and interested vendors for purchases of fuel, i.e. gasoline (**all grades**) and diesel (**all grades**). Hidalgo County will contract with the lowest responsible bidder meeting all specifications and/or requirements contained herein. All purchases of gasoline and/or, diesel fuel will be on an "**As needed basis**" only. The most common fuels used for Bulk and fuel station delivery are Unleaded Regular, Unleaded Mid-Grade, Unleaded Premium, Unleaded Super, #2 Ultra Low Sulfur Diesel and #2 Ultra Low Sulfur Dyed Diesel. There is **no guarantee** on annual volume. Hidalgo County purchases approximately 80% bulk fuel and 20% fuel from fueling stations. Bidders may bid on **Option I and/or Option II** on the Exhibit B bid page. **Hidalgo County has the option to seek purchases from state awarded vendors or any other state cooperative purchasing programs whenever it is in the County's best interest to do so.**

IMPORTANT! A Pre Bid conference will be held at the Hidalgo County Purchasing Department 2802 S. Business Highway 281 Edinburg TX. , Thursday, January 3, 2008 at 2: 30 P.M. It is strongly recommended that interested vendors attend.

BID PRICE:
Bid your lowest margin of profit for **all** gasoline and diesel grades.

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

Prices that Hidalgo County will pay for all fuel deliveries will be based upon the bidder price above or below OPIS report (Harlingen Pad) Rack Price and the profit margin. Bidder must provide a copy of the January 4, 2008 OPIS report along with the bid.

Awarded bidder must submit a relevant current OPIS report (Harlingen Pad) with each invoice with each invoice to the County

REFERENCES:
A list of a minimum of five references/ contracts for any national, state, local political subdivision, private sector or other entity must be submitted along with your bid for qualification. Information regarding point of contact and contract term should include, but not limited to, the following:

Company
Contact Person
Phone Number
Term of the contract

If bid is awarded and the awarded bidder(s) default(s) in meeting the general instructions to bidders and/or comply with contract agreement, HIDALGO COUNTY reserves the right to seek goods/services from the secondary vendor, state awarded vendors or any other cooperative purchasing programs at no additional cost to the County.

RESPONSIBLE BIDDER:
Bidders having a history of inconsistent services and unreliability will not be considered by the County to be a responsible bidder.

The business must be a well established organization and have any adequate number of trained personnel to ensure quality and performance and completion of contract within a specified time period.

Successful bidder shall provide a Countywide, major brand fleet fuel monitoring system and dispensing system and electronic capture and report of transactions, card fuel access control security system.

Successful bidder must be able to have 24 hour facility and personnel, emergency disaster fuel availability.

Successful bidder must provide the fuel cards and replacement cards as necessary at no additional cost to the County.

Successful bidder will also establish base-pricing information on a weekly basis. Base pricing information shall consist of a PAD report pricing, plus differential equaling total price.

Awarded vendor will maintain an emergency disaster fuel program available for Hidalgo County fuel locations. Emergencies may include power outages, riots, civil disobedience, etc., and disasters will be acts of God such as hurricanes, floods tornadoes, etc., 24 hour facilities and personnel, and emergency disaster fuel availability in Hidalgo County.

Fuel card tracking must include:

Vehicle number
Date and Time of fueling
Identification of fueling station
Identification of mileage of vehicle fueled
Type and price per gallon of fuel
Total volume and dollar amount of fuel and vehicle miles per gallon
Electronic transaction file must match hard copy

TERM OF THE CONTRACT:

HIDALGO COUNTY is requesting bids for **"GASOLINE, AND DIESEL FUEL (ALL GRADES)"** for a one (1) year term with the County's option to extend the contract for an additional two (2) one (1) year terms.

Hidalgo County reserves the right to extend the contract for an additional sixty (60) day grace period at the end of the contract term due to unforseen delay in the procurement of subsequent bid process.

TERMINATION:
Either party may terminate this agreement upon giving written notice ninety (90) days prior to effective date of said termination.

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

If termination of contract is necessary, the successful bidder will not add any termination penalties to said contract.

COMPLIANCE WITH SPECIFICATIONS & HIDALGO COUNTY'S RIGHT OF SELECTION:
All bidder(s) shall abide by & comply with the true intent of the specifications and not take advantage of any unintentional error or omission.

Bidders will be required to comply with all applicable equal employment opportunity laws and regulations.

EVALUATION OF BIDS:
All bids shall be evaluated on all factors involved, i.e., price, quality, and service, etc., whichever is in the best interest of the County.

No cash advance discount will be considered.

DEVIATIONS FROM SPECIFICATIONS:
All deviations from the specifications must be noted in writing , in detail by bidder at the time of submittal of the bid. Deviations will be submitted to Commissioner's Court for discussion.

"OR EQUAL" INTERPRETATION CLAUSE:
Any time a particular manufacturer's name brand may be specified, it shall mean any product of equal quality. Bids shall be considered on all other brands submitted and on equal quality product of other manufacturers. On all such bid, the bidder shall indicate clearly the product on which bidding, and shall supply sufficient date on his/her own letterhead to enable an intelligent comparison to be made with the particular brand or manufacturer specified. If after analyzing the bid, it is found that the bidder did not bid on the brand and model specified and a statement to the contrary is not submitted, the item will not be considered.

No substitutions will be accepted after item(s) have been awarded as specified.

REPRESENTATIONS:

The vendor represents that the items/and or services provided by the vendor hereunder shall conform to the presentations of same as represented and described in the attachments. Notwithstanding anything to the contrary herein, if for any reason Hidalgo County determines in its sole discretion, that part of or all of the items and/or services fail to meet the expectations of HIDALGO COUNTY, HIDALGO COUNTY may on a ten (10) day notice, terminate this agreement and be relieved of any further obligation to vendor.

ERRORS IN BIDS, RELIEF OF BIDS:
Bidders or their authorized representative are expected to fully inform themselves as to the conditions, requirements and specifications before submitting bids, failure to do so will be at the bidder's own risk and bidder cannot secure relief of the plea or error. Neither law nor regulation makes the allowance for errors or omission or commission on the part of bidders. In case of error in extension of prices in the bid, the unit price shall govern.

PRODUCT QUALITY:
Detailed explanation of warranties must be provided with bid.

For purpose of this specification, contamination is defined as any element which enters pure refined gasoline and diesel fuel either naturally or by purposeful action which is not a product of refined crude oil. With the exception of winter additives, detergents, and identifying dyes, any amount of alcohol is considered contamination and will not be allowed. Suspected contaminated fuel will be sent to a Laboratory for testing. Should laboratory test results show fuel contains any level of alcohol or other contaminants, the vendor shall be responsible for the removal of contaminated fuel from HIDALGO COUNTY property within three (3) working days after requested to do so. The vendor shall also be responsible for all cleanup required to all HIDALGO COUNTY property, storage facilities, vehicles and equipment as a result of non-compliance with specifications. Furthermore, the vendor shall be fully responsible for any and all cost incurred by HIDALGO COUNTY for any vehicles or equipment sustaining damage which is attributed to contaminated fuel(s) which the vendor has delivered.

BID AWARD:
HIDALGO COUNTY will award bid to the bidder with the lowest margin of profit. A "Primary" and "Secondary" vendor will be awarded for purchases from this contract through the effective period of this award. In situations when the "Primary" vendor does not comply with the specifications, requirements, terms, conditions, obligations, including delivery all contained within this bid packet, departments will purchase from the "Secondary" vendor. For evaluation & consideration of items bid, samples may be requested.

DELIVERY INSTRUCTIONS:
Delivery hours are from 8:00 A.M. through 12:00 P.M., and 1:00 P.M. through 4:00 P.M. Monday through Friday (Saturdays if Necessary).

Bidder shall deliver the requested amount of fuel within 24 hour of a properly executed purchase order. Partial orders will be considered as a basis of non-compliance.

BILLING AND PAYMENT INSTRUCTIONS:
Invoice must include:
A) Marked- "HIDALGO COUNTY- GASOLINE AND DIESEL FUEL (ALL GRADES)"
B) Copy of signed delivery ticket

County makes payments monthly upon request of a properly executed invoice & documentation from the cosignee.

Contact person for Billing & Payment questions:

Martha L. Salazar, Purchasing Agent
Hidalgo County Purchasing Department
Physical 2802 S. Business Highway 281
Postal/Mailing 2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626

ADDITIONAL REQUIREMENTS

Hidalgo County is additionally requesting loaner tanks by vendor be constructed of steel.

Filtering system for loaner tanks will be the responsibility of the awarded vendor. Sampling of the fuel must be conducted by awarded vendor along with County authorized personal to witness sampling of bulk fuel for every delivery to all County locations requiring bulk fueling. If fuel is found to be contaminated, replacement of fuel will be required to be delivered within 24 hours of findings and retested for satisfactory fuel.

Awarded vendor shall have available delivery trucks for the specified fuel requested only which fuel will be delivered to Hidalgo County.

Compliance with all specifications is required. Detailed specifications are included.

Bidder shall also be available to provide **HIDALGO COUNTY** with **additional fuel tank(s) , pumps and dikes as needed or required**. Bidder must deliver fuel ordered to these locations within 24 hours of the County's order. Tanks, pumps and/or installation of tanks, pumps and dikes will be **at no additional charge** to Hidalgo County.

Spill Containment/Dike area: Vendor is responsible for providing a spill containment/dike area for any new tank requested by Hidalgo County to be in compliance with OSHA under the OSHA Standards for general industry §1910.106(b)(2)(vi)(c).

Awarded Bidder must provide one (1) 1000 gallon Gasoline Tank,(2) Two 1000 gallon Gasoline fuel tank, (2) Two 2000 gallon Diesel fuel tanks, (4) four pumps and Spill Containment/Dike area for each new tank at the following locations.

DESIGNATED DEPARTMENT &	NO. OF TANKS	NO. OF PUMPS EACH
Precinct No. 2 301 E. State- Pharr, Texas Phone: 956/787-1891 Contact: Yoli Cisneros	One (1) 1000 Gallon Gasoline Tank One (1) 1000 Gallon Diesel Tank	1
Precinct No. 3 414 W. 12th Street- Mission, Texas Phone 956/585-4509 Contact: Mingo Villarreal	One (1) 2000 Gallon Gasoline One (1) 2000 Gallon Diesel One (1) 2000 Gallon Diesel	None
Precinct No. 4 1102 N. Doolittle - Edinburg, Texas Phone No.: 956/383-3112 Contact : Jr. Munoz	None	One (1) Gasoline Two (2) Diesel

Note: Any and all equipment will be honored by awarded vendor.

Bidder must provide a list of secured, contracted and operational fueling stations with bid submission. Hidalgo County reserves the right to confirm and verify fueling locations. Failure to submit will disqualify bid.

Bidder must also provide County and all of its departments the convenience and the ability to refuel gasoline or diesel, at a minimum of one (1) gasoline & diesel dispensing location open at least twelve (12) hours situated within cities listed below & one (1) gasoline dispensing location (in the Edinburg area) open at least 24 hours each day:

~~Edinburg, Texas~~
McAllen, Texas
Mission, Texas
Pharr, Texas
Weslaco, Texas

Bidder shall fully service HIDALGO COUNTY vehicles and personnel from all departments and/or branches of the County in the location listed at least twelve (12) hours each day. EDINBURG location shall be open twenty-four (24) hours each day.

Bidder shall deliver the fuel ordered within 24 hours of the County's order to County's existing tanks at the sites listed as follows:

DESIGNATED DEPARTMENT/ ADDRESS	**NO. OF TANKS EACH**
Hidalgo County Adult Detention Center (Motor Pool) 713 E. El Cibolo Road- Edinburg, Texas Phone No. 956/383-8114 X-6185 Contact: Rene Gonzales	One (1) 20,000 Gallon Gasoline Tank One (1) 4,000 Gallon Diesel Tank
Hidalgo County Precinct no. 1- Adm./ Shop 1902 Joe Stephens- Weslaco, Texas Phone No. 956/968-8733 Contact: Noe Montes	One (1) 1000 Gallon Gasoline Tank One (1) 2000 Gallon Diesel Tank One (1) 2000 Gallon Dyed Diesel Tank
Hidalgo County Precinct No. 2 301 E. State- Pharr, Texas Phone No. 956/787/1891 Contact: Yoli Cisneros	One (1) 3000 Gallon Diesel Tank
Hidalgo County Precinct No. 3- Shop 414 W. 12th Street- Mission, Texas Phone No. 956/585-4509 Contact: Mingo Villarreal	One (1) 1,000 Gallon Diesel Tank (Landfill) One (1) 200 Gallon Diesel(Anzaldua Park)
Hidalgo County Precinct No. 4- Adm./ Shop 1102 N. Doolittle Road- Edinburg, Texas Phone No.: 956/383-3112 Contact: Jr. Munoz	Two (2) 4000 Gallon Diesel Tank Two (2) 1000 Gallon Diesel

Old Hidalgo County Sheriff's Department 3100 S. Highway 281 Edinburg, Texas 78539 Phone No.: (956) 318-2649 Contact: Daniel Flores	One (1) 15,000 Gallon Diesel Tank One (1) 150 Gallon Diesel

Note: Any and all tanks will be honored by awarded vendor.

Bidder shall also deliver the fuel ordered within 24 hours of the County's order to County's existing generators at the sites listed as follows:

DESIGNATED DEPARTMENT/ADDRESS	NO. OF GENERATORS EACH
Hidalgo County Adult Detention Center 701 E. El Cibolo Road- Edinburg, Texas Phone No. 956/383-8114 Contact: Capt. Rene Gonzales	Two (2) 2,400 Gallon Diesel Fuel Tanks
Hidalgo County Sheriff's Office 711 E. El Cibolo Road- Edinburg, Texas Phone No. 956/383-8114 Contact: Capt. Rene Gonzales	One (1) 1,000 Gallon Diesel Fuel Tank One (1) 150 Gallon Diesel Fuel Tank
Hidalgo County Sheriff's Office (Academy) 715 E. El Cibolo Road- Edinburg, Texas Phone No. 956/383-8114 Contact: Capt. Rene Gonzales	One (1) 600 Gallon Diesel Fuel Tank
Hidalgo County Court House 100 E. Closner- Edinburg Texas Phone No. 956/318-2646 Contact: Daniel Flores	One (1) 250 Gallon Diesel Fuel Tank One (1) 25 to 50 Gallon Natural Gas
Administration Building 2802 S. Bus. Hwy 281-Edinburg. Texas Phone No. 956/318-2646 Contact: Daniel Flores	Two (2) 265 Gallon Diesel Fuel Tank
Juvenile Detention Center 1001 North Doolittle- Edinburg Texas Phone No. 956/381-8600 Contact: Buddy Silva	One (1) 300 Gallon Diesel Fuel Tank

Precinct 3 724 N. Breyfogle Road- Mission Texas Phone: 956/585-4509 Contact: Mingo Villarreal	One (1) 250 Gallon Diesel Fuel Tank
Health and Human Service 1304 S. 25th Street- Edinburg Texas Phone:956/383-6221 Contact Person: Eddie Olivarez	Two (2) 400 Gallon Diesel Fuel Tank

Note: Any and all new Generators will be honored.
In the event discounts are to be granted for rapid payment, bidder is encouraged to express any such discount in its bid.

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:

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.

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.

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.

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.

Dollar Limit to Price Changes: The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

ADDITIONAL INFORMATION:

Hidalgo County is requesting that any all and questions, inquiries, and clarifications regarding this bid be addressed to, Martha L. Salazar, Purchasing Agent, Hidalgo County Purchasing Department, Physical:2802 S. Bus. Hwy. 281 Postal/Mailing: 2812 S. Bus. Hwy. 281, Administration Building, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE BY NO LATER THAN,** Wednesday, **January 2, 2008**, 5:00 P.M. Responses to said inquiries will be sent to all applicants via facsimile by no later than, 5:00P.M., **January 4, 2008**.

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/25/2009

PRODUCER Phone: 361/358-2412 Fax: 361/358-7403

TCOR Insurance Management
P.O. Box 790
Beeville TX 78104

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

Arguindegui Oil Company II LTD
PO Box 1367
Laredo TX 78042

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Texas Mutual Insurance	
INSURER B: AMERICAN GUAR & LIAB INS	26247
INSURER C: RSUI Indemnity Company	
INSURER D: ZURICH AMERICAN INS CO OF IL	27855
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	
D	X	**GENERAL LIABILITY** X COMMERCIAL GENERAL LIABILITY CLAIMS MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC	CPO9470237	6/27/2009	6/27/2010	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Emp Benefits	$1,000,000 $100,000 $ $1,000,000 $2,000,000 $2,000,000 $1,000,000
B	X	**AUTOMOBILE LIABILITY** ANY AUTO X ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	CPO9470237	6/27/2009	6/27/2010	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000 $ $ $
		GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
C		**EXCESS/UMBRELLA LIABILITY** OCCUR [X] CLAIMS MADE DEDUCTIBLE X RETENTION $10,000	NHA049354	6/27/2009	6/27/2010	EACH OCCURRENCE AGGREGATE	$10,000,000 $ $ $ $
A		**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Yes If yes, describe under SPECIAL PROVISIONS below	TSF0001130384	5/1/2009	5/1/2010	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000
		OTHER					

MAY 29 2009 2:53 PM

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

Workers Compensation contains Blanket waiver of subrogation endorsement as required by written contract. USL&H coverage is provided.

CERTIFICATE HOLDER

Hidalgo County
Attn: Purchase Dept
2812 S. Business Highway 281
Edinburg TX 78539 USA

CANCELLATION

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

AUTHORIZED REPRESENTATIVE Byron R Dodd

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IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

REQUIREMENTS AGREEMENT
C-06-446C-02-27

THIS AGREEMENT (the "Agreement") is entered into effective as of **March 3, 2007** by and between, **Frontera Materials, Inc. (Secondary**)("Seller") a Texas Corporation and **Hidalgo County, Texas** ("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements of Hidalgo County **Precinct No. 3** for **Flexible Base Material (Crushed Caliche)"** 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 **"Flexible Base Material (Crushed Caliche)(490 Pit)"** in an area of Hidalgo County projects for a period of one year from **March 3, 2007** to **March 2, 2008** with the County option to extend the contract for two (2) additional one (1) year term 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. 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:

Frontera Materials, Inc.
Attn: Barry M. Ehlinger
PO Box 1917
Weslaco, Texas 78599

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 ninety (90) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. § 271.903 (Vernon Supp. 1996).

m. **Termination:** This Agreement may be terminated by either party without cause upon thirty (30) days written notice.

l. **Purchasing Ethics**. Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:

(1) It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of Hidalgo County, or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County, to solicit, demand, accept or agree to accept from another person, entity or

organization, a gratuity or an officer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advise, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor pending before any department or agency of Hidalgo County.

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

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

HIDALGO COUNTY

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

ATTEST:

_____
Arturo Guajardo , Jr. County Clerk

Frontera Materials, Inc.

By: _____

Printed Name: Barry M. Ehlinger

Title: Materials Manager

Approved on Commissioners' Court February 27, 2007

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

By: _____

EXHIBIT "A"
REQUIREMENTS

EXHIBIT "A"
HIDALGO COUNTY
and
HIDALGO COUNTY COLONIA ACCESS PROGRAM

"FLEXIBLE BASE MATERIAL (CRUSHED CALICHE)"
BID NO.: 2006-446-01-10-ROL

BID SPECIFICATIONS

BID SPECIFICATIONS, TERMS AND CONDITIONS:

1. It is Intended that the amount of **"Flexible Base Material (Crushed Caliche)"** required by Hidalgo County and Hidalgo County Colonia Access Program will be purchased on an **as needed basis only**.

2. Flexible Base Material (Caliche) shall conform to Texas Department of Transportation (TX DOT), Standard Specifications for Construction of Highways, Streets and Bridges, 1993, Item 247, Type D Grade 6.
   Flexible Base (TY D GR 6) shall conform to the following requirements:

Retained on Sq. Sieve	Percent Retained
2"	0
1/2"	20-60
No. 4	40-75
No. 40	70-90
Max. PI:	15
Max. Wet Ball PI:	15
Wet Ball Mill Max. Amount:	50

   The Wet Ball Test (Tex-116-E) shall be run and the Plasticity index of the material passing the No. 40 sieve shall be determined (Wet Ball PI).

3. Bid price shall be on a per ton basis.

4. Hidalgo County reserves the right to reject any or all bids, to waive any or all formalities, or to accept the bid considered the best and most advantageous to the County, including compliance to bid specifications.

5. Location: Transportation is an important factor to analyze the material cost, and will be taken into consideration to evaluate the lowest total cost of material picked up at the plant sites.
   The following are **set reference locations for delivery of materials** to be used to calculate total cost of one load of material delivered:

Department/Location:			
Precinct No. 1 1902 Joe Stevens Weslaco, Tx 78596	Precinct No. 2 301 E. State Pharr, TX 78577	Precinct No. 3 724 N. Breyfogle Rd. Mission, TX 78574	Precinct No. 4 1102 N. Doolittle Edinburg, TX 78539

6. Hidalgo County reserves the right to hold the bids for a period of (90) ninety days without taking action hereon.

7. Hidalgo County reserves the right to award to one or more bidders whichever is in the best interest of the County.

8. Hidalgo County reserves the right to award to one or more bidder(s) whichever is in the best interest of the County.

9. Insurance certificates as per **"Exhibit C"** must be submitted (and maintained through out the contract term) to the Purchasing Department prior to any services being performed by the awarded bidder.

10. When requested, samples shall be furnished free of expense to Hidalgo County.

11. Random sampling/Testing may be performed at the request of Hidalgo County anytime during the length of the contract through an independent testing laboratory.
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, or supplies which are unsatisfactory. Vendors will be given a reasonable opportunity before termination to correct the deficiencies.

12. In the event the material furnished does not meet all the above requirement (regardless of weather, test's 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 the unused portion of material found to be unsatisfactory.

13. Awarded Bidder shall have at the Bidder's Pit Location(s) (On Site) an electric or manual scale with a Minimum of 70 Ft. in length.

14. It is expressly understood and agreed that in case Hidalgo County should need **"Flexible Base Material (Crushed Caliche)"** not available within the time frame needed from the successful vendor during the term of this contract, Hidalgo County reserves the right to purchase these items from other sources other than the successful vendor and shall not be in violation of any terms or conditions of said contract. Further, Hidalgo County reserves the right to seek another vendor if, at any time, vendor's prices do not conform to public pricing.

15. **Contract Term:** The contract will be in effect for a period of one (1) year with the County's option to extend the contract for two (2) additional one (1) year terms under the same term and conditions.

16. Hidalgo County reserves the right to continue this bid for an additional (60) day "Grace Period" at the end of the contract term for unforseen delay of award for next contract term.

17. Award of contract will be contingent on availability of Hidalgo County funds.

18. This contract shall remain in effect until contract expires, delivery/completion of services ordered or terminated by either party with a (30) thirty day written notice prior to any cancellation. The successful bidder must state therein 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.

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

20. **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). **Time frame for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

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

5). **Dollar Limit to Price Changes**: The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

ADDITIONAL INFORMATION:

Hidalgo County is requesting that any and all questions, inquiries and clarifications regarding quotes, bids, proposals or statements of qualifications be addressed to, Martha L. Salazar, CPPB, Purchasing Agent, 100 E. Cano St.-4th Floor, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, Wednesday, January 3, 2007 by 5:00 P.M.. Responses to said inquiries will be sent to all applicants via facsimile by no later than, Friday, January 5, 2007 by 5:00 p.m.

Contact Personnel for County Precincts	
Hidalgo County Precinct #1 **Joseph Palacios** **(956) 968-8733**	**Hidalgo County Precinct #2** **Ricardo Cuellar** **(956) 787-1891**
Hidalgo County Precinct #3 **Saul Ramirez** **(956) 205-7009**	**Hidalgo County Precinct #4** **Juan Carranza** **(956) 383-3112**

EXHIBIT "B"
FEE SCHEDULE

EXHIBIT "B"

HIDALGO COUNTY
and
HIDALGO COUNTY COLONIA ACCESS PROGRAM

"FLEXIBLE BASE MATERIAL (CRUSHED CALICHE)"
BID NO.: 2006-446-01-10-ROL

BID PAGE

HIDALGO COUNTY PRECINCT NO. 3	
Flexible Base Material Type D Grade 6 (Crushed Caliche)	$ 2.90 (per ton)
PIT LOCATIONS FOR PRECINCT NO. 3	
1. FM 490 Pit	4.
2. [redacted]	5.
3.	6.

HIDALGO COUNTY PRECINCT NO. 4	
Flexible Base Material Type D Grade 6 (Crushed Caliche)	$ [redacted] (per ton)
PIT LOCATIONS FOR PRECINCT NO. 4	
1. [redacted]	4.
2. [redacted]	5.
3.	6.

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 9/2/2008

PRODUCER (210)525-0500 FAX: (866)652-9386
Guaranty Insurance Services, Inc.
1100 N. E. Loop 410
Suite 200
San Antonio TX 78209

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
Frontera Materials, Inc.
P. O. Box 1917

Weslaco TX 78599

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: State Automobile Mutual	
INSURER B: Service Lloyds Ins. Co.	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC	PBP2497178	9/1/2008	9/1/2009	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A		AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS	BAP2229231	9/1/2008	9/1/2009	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
		GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
		EXCESS/UMBRELLA LIABILITY OCCUR CLAIMS MADE DEDUCTIBLE RETENTION $				EACH OCCURRENCE AGGREGATE	$ $
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	SR319278	9/1/2008	9/1/2009	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
		OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
Project: Pit Run Caliche Base for Pct. 3 - Bid No: 2008-214-08-27037
It is agreed that Hidalgo County is included as an Additional Insured as respects to General Liability and Auto Liability per written contract

CERTIFICATE HOLDER

Hidalgo County
ATTN: Purchasing Department
100 N. Closner Blvd.
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
H Shults, Jr./RMARTI

© ACORD CORPORATION 1988

REQUIREMENTS AGREEMENT
C-06-446B-02-27

THIS AGREEMENT (the "Agreement") is entered into effective as of **March 3, 2007** by and between, **Frontera Materials, Inc. (Primary**)("Seller") a Texas Corporation and **Hidalgo County, Texas** ("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements of Hidalgo County **Precinct No. 3** for **Flexible Base Material (Crushed Caliche)"** 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 **"Flexible Base Material (Crushed Caliche)(Reavis Pits)"** in an area of Hidalgo County projects for a period of one year from **March 3, 2007** to **March 2, 2008** with the County option to extend the contract for two (2) additional one (1) year term 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. 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:

Frontera Materials, Inc.
Attn: Barry M. Ehlinger
PO Box 1917
Weslaco, Texas 78599

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 ninety (90) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. § 271.903 (Vernon Supp. 1996).

m. **Termination:** This Agreement may be terminated by either party without cause upon thirty (30) days written notice.

l. **Purchasing Ethics**. Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:

(1) It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of Hidalgo County, or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County, to solicit, demand, accept or agree to accept from another person, entity or

organization, a gratuity or an officer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advise, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor pending before any department or agency of Hidalgo County.

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

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

HIDALGO COUNTY

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Juan D. Salinas, III, County Judge

ATTEST:

_____
Arturo Guajardo , Jr. County Clerk

Frontera Materials, Inc.

By: _____

Printed Name: Barry M. Ehlinger

Title: Materials Manager

Approved on Commissioners' Court February 27, 2007

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

By: _____

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REQUIREMENTS

EXHIBIT "A"
HIDALGO COUNTY
and
HIDALGO COUNTY COLONIA ACCESS PROGRAM

"FLEXIBLE BASE MATERIAL (CRUSHED CALICHE)"
BID NO.: 2006-446-01-10-ROL

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ADDITIONAL INFORMATION:

Hidalgo County is requesting that any and all questions, inquiries and clarifications regarding quotes, bids, proposals or statements of qualifications be addressed to, Martha L. Salazar, CPPB, Purchasing Agent, 100 E. Cano St.-4th Floor, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, Wednesday, January 3, 2007 by 5:00 P.M.. Responses to said inquiries will be sent to all applicants via facsimile by no later than, Friday, January 5, 2007 by 5:00 p.m.

Contact Personnel for County Precincts	
Hidalgo County Precinct #1 **Joseph Palacios** **(956) 968-8733**	**Hidalgo County Precinct #2** **Ricardo Cuellar** **(956) 787-1891**
Hidalgo County Precinct #3 **Saul Ramirez** **(956) 205-7009**	**Hidalgo County Precinct #4** **Juan Carranza** **(956) 383-3112**

EXHIBIT "B"
FEE SCHEDULE

EXHIBIT "B"

HIDALGO COUNTY
and
HIDALGO COUNTY COLONIA ACCESS PROGRAM

"FLEXIBLE BASE MATERIAL (CRUSHED CALICHE)"
BID NO.: 2006-446-01-10-ROL

BID PAGE

HIDALGO COUNTY PRECINCT NO. 3	
Flexible Base Material Type D Grade 6 (Crushed Caliche)	$ 2.90 (per ton)
PIT LOCATIONS FOR PRECINCT NO. 3	
1. [redacted]	4.
2. Reavis Pit	5.
3.	6.

HIDALGO COUNTY PRECINCT NO. 4	
Flexible Base Material Type D Grade 6 (Crushed Caliche)	$ [redacted] (per ton)
PIT LOCATIONS FOR PRECINCT NO. 4	
1. [redacted]	4.
2. [redacted]	5.
3.	6.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/29/2009

PRODUCER
Marsh USA Inc
100 North Tryon Street, Suite 3200
Charlotte, NC 28202
Attn: CA NON-RESIDENT NO. OB22889

J56965-Marti-GAXWX-09-10

THIS CERTIFICATION 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
Martin Marietta Materials, Inc.
Attn: Mr. Todd Crump
2710 Wycliff Road
PO Box 30013
Raleigh, NC 27622

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: ACE American Insurance Company	22667
INSURER B: Indemnity Ins Co Of North America	43575
INSURER C: N/A	N/A
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/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A		GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS MADE X OCCUR GENERAL AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC	HDO G24935048	09/30/2009	09/30/2010	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 3,000,000 $ 50,000 $ N/A $ 3,000,000 $ 6,000,000 $ 6,000,000
A		AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	ISA H08581848	09/30/2009	09/30/2010	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 3,000,000 $ $ $
		GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
		EXCESS / UMBRELLA LIABILITY OCCUR CLAIMS MADE DEDUCTIBLE RETENTION $				EACH OCCURRENCE AGGREGATE	$ $
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N N (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	WLRC45703253 (AOS)	09/30/2009	09/30/2010	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
		OTHER					

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

CERTIFICATE HOLDER ATL-001783153-05

Hidalgo County
100 E. Cano
5th Floor Admin Bldg
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.
Rhonda M. Woods

Rhonda M. Woods

ACORD 25 (2009/01)

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The ACORD name and logo are registered marks of ACORD

REQUIREMENTS AGREEMENT
C-06-446A-02-27

THIS AGREEMENT (the "Agreement") is entered into effective as of **March 3, 2007** by and between, **Frontera Materials, Inc. (Secondary**)("Seller") a Texas Corporation and **Hidalgo County, Texas** ("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements of Hidalgo County **Precincts No. 1 & 2** for **Flexible Base Material (Crushed Caliche)"** 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 **"Flexible Base Material (Crushed Caliche)(490 and Reavis Pits)"** in an area of Hidalgo County projects for a period of one year from **March 3, 2007** to **March 2, 2008** with the County option to extend the contract for two (2) additional one (1) year term 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. 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: **Frontera Materials, Inc.**
Attn: Barry M. Ehlinger
PO Box 1917
Weslaco, Texas 78599

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 ninety (90) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. § 271.903 (Vernon Supp. 1996).

m. **Termination:** This Agreement may be terminated by either party without cause upon thirty (30) days written notice.

l.. **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

convenient to effectuate and carry out the terms of this Agreement.

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organization, a gratuity or an officer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advise, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor pending before any department or agency of Hidalgo County.

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

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

HIDALGO COUNTY

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

ATTEST:

_____
Arturo Guajardo , Jr. County Clerk

Frontera Materials, Inc.

By: _____

Printed Name: Barry M. Ehlinger

Title: Materials Manager

Approved on Commissioners' Court February 27, 2007

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

By: _____

EXHIBIT "A"
REQUIREMENTS

EXHIBIT "A"
HIDALGO COUNTY
and
HIDALGO COUNTY COLONIA ACCESS PROGRAM

"FLEXIBLE BASE MATERIAL (CRUSHED CALICHE)"
BID NO.: 2006-446-01-10-ROL

BID SPECIFICATIONS

BID SPECIFICATIONS, TERMS AND CONDITIONS:

1. It is Intended that the amount of **"Flexible Base Material (Crushed Caliche)"** required by Hidalgo County and Hidalgo County Colonia Access Program will be purchased on an **as needed basis only**.

2. Flexible Base Material (Caliche) shall conform to Texas Department of Transportation (TX DOT), Standard Specifications for Construction of Highways, Streets and Bridges, 1993, Item 247, Type D Grade 6.
   Flexible Base (TY D GR 6) shall conform to the following requirements:

Retained on Sq. Sieve	Percent Retained
2"	0
1/2"	20-60
No. 4	40-75
No. 40	70-90
Max. PI:	15
Max. Wet Ball PI:	15
Wet Ball Mill Max. Amount:	50

   The Wet Ball Test (Tex-116-E) shall be run and the Plasticity index of the material passing the No. 40 sieve shall be determined (Wet Ball PI).

3. Bid price shall be on a per ton basis.

4. Hidalgo County reserves the right to reject any or all bids, to waive any or all formalities, or to accept the bid considered the best and most advantageous to the County, including compliance to bid specifications.

5. Location: Transportation is an important factor to analyze the material cost, and will be taken into consideration to evaluate the lowest total cost of material picked up at the plant sites.
   The following are **set reference locations for delivery of materials** to be used to calculate total cost of one load of material delivered:

Department/Location:			
Precinct No. 1 1902 Joe Stevens Weslaco, Tx 78596	Precinct No. 2 301 E. State Pharr, TX 78577	Precinct No. 3 724 N. Breyfogle Rd. Mission, TX 78574	Precinct No. 4 1102 N. Doolittle Edinburg, TX 78539

6. Hidalgo County reserves the right to hold the bids for a period of (90) ninety days without taking action hereon.

7. Hidalgo County reserves the right to award to one or more bidders whichever is in the best interest of the County.

8. Hidalgo County reserves the right to award to one or more bidder(s) whichever is in the best interest of the County.

9. Insurance certificates as per **"Exhibit C"** must be submitted (and maintained through out the contract term) to the Purchasing Department prior to any services being performed by the awarded bidder.

10. When requested, samples shall be furnished free of expense to Hidalgo County.

11. Random sampling/Testing may be performed at the request of Hidalgo County anytime during the length of the contract through an independent testing laboratory.
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, or supplies which are unsatisfactory. Vendors will be given a reasonable opportunity before termination to correct the deficiencies.

12. In the event the material furnished does not meet all the above requirement (regardless of weather, test's 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 the unused portion of material found to be unsatisfactory.

13. Awarded Bidder shall have at the Bidder's Pit Location(s) (On Site) an electric or manual scale with a Minimum of 70 Ft. in length.

14. It is expressly understood and agreed that in case Hidalgo County should need **"Flexible Base Material (Crushed Caliche)"** not available within the time frame needed from the successful vendor during the term of this contract, Hidalgo County reserves the right to purchase these items from other sources other than the successful vendor and shall not be in violation of any terms or conditions of said contract. Further, Hidalgo County reserves the right to seek another vendor if, at any time, vendor's prices do not conform to public pricing.

15. **Contract Term:** The contract will be in effect for a period of one (1) year with the County's option to extend the contract for two (2) additional one (1) year terms under the same term and conditions.

16. Hidalgo County reserves the right to continue this bid for an additional (60) day "Grace Period" at the end of the contract term for unforseen delay of award for next contract term.

17. Award of contract will be contingent on availability of Hidalgo County funds.

18. This contract shall remain in effect until contract expires, delivery/completion of services ordered or terminated by either party with a (30) thirty day written notice prior to any cancellation. The successful bidder must state therein 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.

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

20. **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). **Time frame for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

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ADDITIONAL INFORMATION:

Hidalgo County is requesting that any and all questions, inquiries and clarifications regarding quotes, bids, proposals or statements of qualifications be addressed to, Martha L. Salazar, CPPB, Purchasing Agent, 100 E. Cano St.-4th Floor, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, Wednesday, January 3, 2007 by 5:00 P.M.. Responses to said inquiries will be sent to all applicants via facsimile by no later than, Friday, January 5, 2007 by 5:00 p.m.

Contact Personnel for County Precincts	
Hidalgo County Precinct #1 **Joseph Palacios** **(956) 968-8733**	**Hidalgo County Precinct #2** **Ricardo Cuellar** **(956) 787-1891**
Hidalgo County Precinct #3 **Saul Ramirez** **(956) 205-7009**	**Hidalgo County Precinct #4** **Juan Carranza** **(956) 383-3112**

EXHIBIT"B"
FEE SCHEDULE

EXHIBIT "B"

HIDALGO COUNTY
and
HIDALGO COUNTY COLONIA ACCESS PROGRAM

"FLEXIBLE BASE MATERIAL (CRUSHED CALICHE)"
BID NO.: 2006-446-01-10-ROL

~~BID PAGE~~

Vendor must provide proof that the material meets the Texas Department of Transportation (TX DOT) gradation requirements and atterberg limits.

Vendor shall be subject to random sampling of material by the County of Hidalgo.

HIDALGO COUNTY PRECINCT NO. 1	
Flexible Base Material Type D Grade 6 (Crushed Caliche)	$ 2.90 **(per ton)**
PIT LOCATIONS FOR PRECINCT NO. 1	
1. FM 490 Pit 4 miles W. of US 281 on FM 490	4.
2. Reavis Pit 3 miles N of US 83 on FM 2221	5.
3.	6.

HIDALGO COUNTY PRECINCT NO. 2	
Flexible Base Material Type D Grade 6 (Crushed Caliche)	$ 2.90 **(per ton)**
PIT LOCATIONS FOR PRECINCT NO. 2	
1. FM 490 Pit	4.
2. Reavis Pit	5.
3.	6.

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/26/2009

PRODUCER (210)525-0500 FAX: (866)652-9386
Guaranty Insurance Services, Inc.
1100 N. E. Loop 410
Suite 200
San Antonio TX 78209

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
Frontera Materials, Inc.
P. O. Box 1449

Elsa TX 78543

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: State Automobile Mutual	25135
INSURER B: Service Lloyds Ins. Co.	
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 [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC	SPP2497178	9/1/2009	9/1/2010	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	X	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS	BAP2229231	9/1/2009	9/1/2010	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
		GARAGE LIABILITY [ ] ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
		EXCESS/UMBRELLA LIABILITY [ ] OCCUR [ ] CLAIMS MADE [ ] DEDUCTIBLE [ ] RETENTION $				EACH OCCURRENCE AGGREGATE	$ $
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	SRZA19278	9/1/2009	9/1/2010	[X] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
		OTHER					

RECEIVED SEP 01 2009

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
Project: Pit run caliche base for Pct. 3
Bid #2008-214-08-27CGV
It is agreed that Hidalgo County is included as an Additional Insured as respects to General Liability and Auto Liability per written contract

CERTIFICATE HOLDER

Hidalgo County
ATTN: Purchasing Department
100 N. Closner Blvd.
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
Brook Crawford/DMATTH

© ACORD CORPORATION 1988

REQUIREMENTS AGREEMENT
C-06-446E-02-27

THIS AGREEMENT (the "Agreement") is entered into effective as of **March 3, 2007** by and between, **Frontera Materials, Inc. (Secondary**)("Seller") a Texas Corporation and **Hidalgo County, Texas** ("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements of Hidalgo County **Precinct No. 4** for **Flexible Base Material (Crushed Caliche)"** 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 **"Flexible Base Material (Crushed Caliche)(490 and Reavis Pits)"** in an area of Hidalgo County projects for a period of one year from **March 3, 2007** to **March 2, 2008** with the County option to extend the contract for two (2) additional one (1) year term 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. 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:

Frontera Materials, Inc.
Attn: Barry M. Ehlinger
PO Box 1917
Weslaco, Texas 78599

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 ninety (90) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. § 271.903 (Vernon Supp. 1996).

m. **Termination:** This Agreement may be terminated by either party without cause upon thirty (30) days written notice.

l. **Purchasing Ethics**. Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:

(1) It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of Hidalgo County, or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County, to solicit, demand, accept or agree to accept from another person, entity or

organization, a gratuity or an officer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advise, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor pending before any department or agency of Hidalgo County.

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

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

HIDALGO COUNTY

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

ATTEST:

_____
Arturo Guajardo , Jr. County Clerk

Frontera Materials, Inc.

By: _____

Printed Name: Barry M. Ehlinger

Title: Materials Manager

Approved on Commissioners' Court February 27, 2007

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

By: _____

EXHIBIT "A"
HIDALGO COUNTY
and
HIDALGO COUNTY COLONIA ACCESS PROGRAM

"FLEXIBLE BASE MATERIAL (CRUSHED CALICHE)"
BID NO.: 2006-446-01-10-ROL

BID SPECIFICATIONS

BID SPECIFICATIONS, TERMS AND CONDITIONS:

1. It is Intended that the amount of **"Flexible Base Material (Crushed Caliche)"** required by Hidalgo County and Hidalgo County Colonia Access Program will be purchased on an **as needed basis only**.

2. Flexible Base Material (Caliche) shall conform to Texas Department of Transportation (TX DOT), Standard Specifications for Construction of Highways, Streets and Bridges, 1993, Item 247, Type D Grade 6.
Flexible Base (TY D GR 6) shall conform to the following requirements:

Retained on Sq. Sieve	Percent Retained
2"	0
1/2"	20-60
No. 4	40-75
No. 40	70-90
Max. PI:	15
Max. Wet Ball PI:	15
Wet Ball Mill Max. Amount:	50

The Wet Ball Test (Tex-116-E) shall be run and the Plasticity index of the material passing the No. 40 sieve shall be determined (Wet Ball PI).

3. Bid price shall be on a per ton basis.

4. Hidalgo County reserves the right to reject any or all bids, to waive any or all formalities, or to accept the bid considered the best and most advantageous to the County, including compliance to bid specifications.

5. Location: Transportation is an important factor to analyze the material cost, and will be taken into consideration to evaluate the lowest total cost of material picked up at the plant sites.
The following are **set reference locations for delivery of materials** to be used to calculate total cost of one load of material delivered:

Department/Location:			
Precinct No. 1 1902 Joe Stevens Weslaco, Tx 78596	Precinct No. 2 301 E. State Pharr, TX 78577	Precinct No. 3 724 N. Breyfogle Rd. Mission, TX 78574	Precinct No. 4 1102 N. Doolittle Edinburg, TX 78539

6. Hidalgo County reserves the right to hold the bids for a period of (90) ninety days without taking action hereon.

7. Hidalgo County reserves the right to award to one or more bidders whichever is in the best interest of the County.

8. Hidalgo County reserves the right to award to one or more bidder(s) whichever is in the best interest of the County.

9. Insurance certificates as per **"Exhibit C"** must be submitted (and maintained through out the contract term) to the Purchasing Department prior to any services being performed by the awarded bidder.

10. When requested, samples shall be furnished free of expense to Hidalgo County.

11. Random sampling/Testing may be performed at the request of Hidalgo County anytime during the length of the contract through an independent testing laboratory.
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, or supplies which are unsatisfactory. Vendors will be given a reasonable opportunity before termination to correct the deficiencies.

12. In the event the material furnished does not meet all the above requirement (regardless of weather, test's 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 the unused portion of material found to be unsatisfactory.

13. Awarded Bidder shall have at the Bidder's Pit Location(s) (On Site) an electric or manual scale with a Minimum of 70 Ft. in length.

14. It is expressly understood and agreed that in case Hidalgo County should need **"Flexible Base Material (Crushed Caliche)"** not available within the time frame needed from the successful vendor during the term of this contract, Hidalgo County reserves the right to purchase these items from other sources other than the successful vendor and shall not be in violation of any terms or conditions of said contract. Further, Hidalgo County reserves the right to seek another vendor if, at any time, vendor's prices do not conform to public pricing.

15. **Contract Term:** The contract will be in effect for a period of one (1) year with the County's option to extend the contract for two (2) additional one (1) year terms under the same term and conditions.

16. Hidalgo County reserves the right to continue this bid for an additional (60) day "Grace Period" at the end of the contract term for unforseen delay of award for next contract term.

17. Award of contract will be contingent on availability of Hidalgo County funds.

18. This contract shall remain in effect until contract expires, delivery/completion of services ordered or terminated by either party with a (30) thirty day written notice prior to any cancellation. The successful bidder must state therein 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.

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

20. **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). **Time frame for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

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

5). **Dollar Limit to Price Changes**: The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

ADDITIONAL INFORMATION:

Hidalgo County is requesting that any and all questions, inquiries and clarifications regarding quotes, bids, proposals or statements of qualifications be addressed to, Martha L. Salazar, CPPB, Purchasing Agent, 100 E. Cano St.-4th Floor, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, Wednesday, January 3, 2007 by 5:00 P.M.. Responses to said inquiries will be sent to all applicants via facsimile by no later than, Friday, January 5, 2007 by 5:00 p.m.

Contact Personnel for County Precincts	
Hidalgo County Precinct #1 **Joseph Palacios** **(956) 968-8733**	**Hidalgo County Precinct #2** **Ricardo Cuellar** **(956) 787-1891**
Hidalgo County Precinct #3 **Saul Ramirez** **(956) 205-7009**	**Hidalgo County Precinct #4** **Juan Carranza** **(956) 383-3112**

EXHIBIT"B"
FEE SCHEDULE

EXHIBIT "B"

HIDALGO COUNTY
and
HIDALGO COUNTY COLONIA ACCESS PROGRAM

"FLEXIBLE BASE MATERIAL (CRUSHED CALICHE)"
BID NO.: 2006-446-01-10-ROL

BID PAGE

HIDALGO COUNTY PRECINCT NO. 3	
Flexible Base Material Type D Grade 6 (Crushed Caliche)	$ [redacted] (per ton)
PIT LOCATIONS FOR PRECINCT NO. 3	
1. [redacted]	4.
2. [redacted]	5.
3.	6.

HIDALGO COUNTY PRECINCT NO. 4	
Flexible Base Material Type D Grade 6 (Crushed Caliche)	$ 2.90 (per ton)
PIT LOCATIONS FOR PRECINCT NO. 4	
1. FM 490 Pit	4.
2. Reavis Pit	5.
3.	6.

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/26/2009

PRODUCER (210)525-0500 FAX: (866)652-9386
Guaranty Insurance Services, Inc.
1100 N. E. Loop 410
Suite 200
San Antonio TX 78209

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
Frontera Materials, Inc.
P. O. Box 1449

Elsa TX 78543

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: State Automobile Mutual	25135
INSURER B: Service Lloyds Ins. Co.	
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 [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC	SPP2497178	9/1/2009	9/1/2010	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	X	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS	BAP2229231	9/1/2009	9/1/2010	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
		GARAGE LIABILITY [ ] ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
		EXCESS/UMBRELLA LIABILITY [ ] OCCUR [ ] CLAIMS MADE [ ] DEDUCTIBLE [ ] RETENTION $				EACH OCCURRENCE AGGREGATE	$ $
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	SRZA19278	9/1/2009	9/1/2010	[X] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
		OTHER					

RECEIVED
SEP 01 2009

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
Project: Pit run caliche base for Pct. 3
Bid #2008-214-08-27CGV
It is agreed that Hidalgo County is included as an Additional Insured as respects to General Liability and Auto Liability per written contract

CERTIFICATE HOLDER

Hidalgo County
ATTN: Purchasing Department
100 N. Closner Blvd.
Edinburg, TX 78539

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AUTHORIZED REPRESENTATIVE
Brook Crawford/DMATTH

© ACORD CORPORATION 1988

REQUIREMENTS AGREEMENT
C-06-446-02-27

THIS AGREEMENT (the "Agreement") is entered into effective as of **March 3, 2007** by and between, **Martin Marietta Materials** (Primary)("Seller") a Texas Corporation and **Hidalgo County, Texas** ("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements of Hidalgo County **Precincts No. 1,2 & 4** for **Flexible Base Material (Crushed Caliche)"** 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 **"Flexible Base Material (Crushed Caliche)(Jericho Pit)"** in an area of Hidalgo County projects for a period of one year from the effective date of this Agreement, 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.

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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.

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If to Buyer:

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

If to Seller:

Martin Marietta Materials
Attn: Jason Hilley
5233 I-H 37 C-16
Corpus Christi, Tx. 78408

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.

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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 ninety (90) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. § 271.903 (Vernon Supp. 1996).

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(1) It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of Hidalgo County, or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County, to solicit, demand, accept or agree to accept from another person, entity or

organization, a gratuity or an officer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advise, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor pending before any department or agency of Hidalgo County.

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

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

HIDALGO COUNTY

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

ATTEST:

_____
Arturo Guajardo , Jr. County Clerk

Martin Marietta Materials

By: _____

Printed Name: Kevin Stone

Title: Area Sales Manager

Approved on Commissioners' Court February 27, 2007

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

By: _____

EXHIBIT "A"
REQUIREMENTS

EXHIBIT "A"
HIDALGO COUNTY
and
HIDALGO COUNTY COLONIA ACCESS PROGRAM

"FLEXIBLE BASE MATERIAL (CRUSHED CALICHE)"
BID NO.: 2006-446-01-10-ROL

BID SPECIFICATIONS

BID SPECIFICATIONS, TERMS AND CONDITIONS:

1. It is Intended that the amount of **"Flexible Base Material (Crushed Caliche)"** required by Hidalgo County and Hidalgo County Colonia Access Program will be purchased on an **as needed basis only**.

2. Flexible Base Material (Caliche) shall conform to Texas Department of Transportation (TX DOT), Standard Specifications for Construction of Highways, Streets and Bridges, 1993, Item 247, Type D Grade 6.
   Flexible Base (TY D GR 6) shall conform to the following requirements:

Retained on Sq. Sieve	Percent Retained
2"	0
1/2"	20-60
No. 4	40-75
No. 40	70-90
Max. PI:	15
Max. Wet Ball PI:	15
Wet Ball Mill Max. Amount:	50

   The Wet Ball Test (Tex-116-E) shall be run and the Plasticity index of the material passing the No. 40 sieve shall be determined (Wet Ball PI).

3. Bid price shall be on a per ton basis.

4. Hidalgo County reserves the right to reject any or all bids, to waive any or all formalities, or to accept the bid considered the best and most advantageous to the County, including compliance to bid specifications.

5. Location: Transportation is an important factor to analyze the material cost, and will be taken into consideration to evaluate the lowest total cost of material picked up at the plant sites.
   The following are **set reference locations for delivery of materials** to be used to calculate total cost of one load of material delivered:

Department/Location:			
Precinct No. 1 1902 Joe Stevens Weslaco, Tx 78596	Precinct No. 2 301 E. State Pharr, TX 78577	Precinct No. 3 724 N. Breyfogle Rd. Mission, TX 78574	Precinct No. 4 1102 N. Doolittle Edinburg, TX 78539

6. Hidalgo County reserves the right to hold the bids for a period of (90) ninety days without taking action hereon.

7. Hidalgo County reserves the right to award to one or more bidders whichever is in the best interest of the County.

8. Hidalgo County reserves the right to award to one or more bidder(s) whichever is in the best interest of the County.

9. Insurance certificates as per **"Exhibit C"** must be submitted (and maintained through out the contract term) to the Purchasing Department prior to any services being performed by the awarded bidder.

10. When requested, samples shall be furnished free of expense to Hidalgo County.

11. Random sampling/Testing may be performed at the request of Hidalgo County anytime during the length of the contract through an independent testing laboratory.
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, or supplies which are unsatisfactory. Vendors will be given a reasonable opportunity before termination to correct the deficiencies.

12. In the event the material furnished does not meet all the above requirement (regardless of weather, test's 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 the unused portion of material found to be unsatisfactory.

13. Awarded Bidder shall have at the Bidder's Pit Location(s) (On Site) an electric or manual scale with a Minimum of 70 Ft. in length.

14. It is expressly understood and agreed that in case Hidalgo County should need **"Flexible Base Material (Crushed Caliche)"** not available within the time frame needed from the successful vendor during the term of this contract, Hidalgo County reserves the right to purchase these items from other sources other than the successful vendor and shall not be in violation of any terms or conditions of said contract. Further, Hidalgo County reserves the right to seek another vendor if, at any time, vendor's prices do not conform to public pricing.

15. **Contract Term:** The contract will be in effect for a period of one (1) year with the County's option to extend the contract for two (2) additional one (1) year terms under the same term and conditions.

16. Hidalgo County reserves the right to continue this bid for an additional (60) day "Grace Period" at the end of the contract term for unforseen delay of award for next contract term.

17. Award of contract will be contingent on availability of Hidalgo County funds.

18. This contract shall remain in effect until contract expires, delivery/completion of services ordered or terminated by either party with a (30) thirty day written notice prior to any cancellation. The successful bidder must state therein 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.

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

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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). **Time frame for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

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

5). **Dollar Limit to Price Changes**: The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

ADDITIONAL INFORMATION:

Hidalgo County is requesting that any and all questions, inquiries and clarifications regarding quotes, bids, proposals or statements of qualifications be addressed to, Martha L. Salazar, CPPB, Purchasing Agent, 100 E. Cano St.-4th Floor, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, Wednesday, January 3, 2007 by 5:00 P.M.. Responses to said inquiries will be sent to all applicants via facsimile by no later than, Friday, January 5, 2007 by 5:00 p.m.

Contact Personnel for County Precincts	
Hidalgo County Precinct #1 **Joseph Palacios** **(956) 968-8733**	**Hidalgo County Precinct #2** **Ricardo Cuellar** **(956) 787-1891**
Hidalgo County Precinct #3 **Saul Ramirez** **(956) 205-7009**	**Hidalgo County Precinct #4** **Juan Carranza** **(956) 383-3112**

EXHIBIT "B"
FEE SCHEDULE

EXHIBIT "B"

HIDALGO COUNTY
and
HIDALGO COUNTY COLONIA ACCESS PROGRAM

"FLEXIBLE BASE MATERIAL (CRUSHED CALICHE)"
BID NO.: 2006-446-01-10-ROL

BID PAGE

Vendor must provide proof that the material meets the Texas Department of Transportation (TX DOT) gradation requirements and atterberg limits.

Vendor shall be subject to random sampling of material by the County of Hidalgo.

HIDALGO COUNTY PRECINCT NO. 1		
Flexible Base Material Type D Grade 6 (Crushed Caliche)	$ 2.50	FOB (per ton) Jericho
PIT LOCATIONS FOR PRECINCT NO. 1		
1. 2 miles S. of Intersection	4.	
FM 1017 & FM 3250 on 3250	5.	
Jericho Pitt, Linn TX.	6.	

HIDALGO COUNTY PRECINCT NO. 2		
Flexible Base Material Type D Grade 6 (Crushed Caliche)	$ 2.50	FOB (per ton) Jericho
PIT LOCATIONS FOR PRECINCT NO. 2		
1. Same as above	4.	
2.	5.	
3.	6.	

EXHIBIT "B"

HIDALGO COUNTY
and
HIDALGO COUNTY COLONIA ACCESS PROGRAM

"FLEXIBLE BASE MATERIAL (CRUSHED CALICHE)"
BID NO.: 2006-446-01-10-ROL
BID PAGE

HIDALGO COUNTY PRECINCT NO. 3	
Flexible Base Material Type D Grade 6 (Crushed Caliche)	$ [redacted] (per ton) [redacted]
PIT LOCATIONS FOR PRECINCT NO. 3	
1. [redacted]	4.
2.	5.
3.	6.

HIDALGO COUNTY PRECINCT NO. 4	
Flexible Base Material Type D Grade 6 (Crushed Caliche)	$ 2.50 FOB (per ton) Jericho
PIT LOCATIONS FOR PRECINCT NO. 4	
1. Same as above	4.
2.	5.
3.	6.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/29/2009

PRODUCER
Marsh USA Inc.
100 North Tryon Street, Suite 3200
Charlotte, NC 28202
Attn: CA NON-RESIDENT NO. OB22889

J56965-Marti-GAXWX-09-10

THIS CERTIFICATION 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
Martin Marietta Materials, Inc.
Attn: Mr. Todd Crump
2710 Wycliff Road
PO Box 30013
Raleigh, NC 27622

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: ACE American Insurance Company	22667
INSURER B: Indemnity Ins Co Of North America	43575
INSURER C: N/A	N/A
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/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A		**GENERAL LIABILITY** X COMMERCIAL GENERAL LIABILITY CLAIMS MADE X OCCUR GENERAL AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC	HDO G24935048	09/30/2009	09/30/2010	EACH OCCURRENCE DAMAGE TO RENTED PREMISES(Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 3,000,000 $ 50,000 $ N/A $ 3,000,000 $ 6,000,000 $ 6,000,000
A		**AUTOMOBILE LIABILITY** X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	ISA H08581848	09/30/2009	09/30/2010	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 3,000,000 $ $ $
		GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
		EXCESS / UMBRELLA LIABILITY OCCUR CLAIMS MADE DEDUCTIBLE RETENTION $				EACH OCCURRENCE AGGREGATE	$ $
B		**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANY PROPRIETOR/PARTNER/EXECUTIVE Y / N OFFICER/MEMBER EXCLUDED? N (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	WLRC45703253 (AOS)	09/30/2009	09/30/2010	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
		OTHER					

RECEIVED
OCT 08 2009

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

CERTIFICATE HOLDER ATL-001783153-05

Hidalgo County
100 E. Cano
5th Floor Admin Bldg
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.
Rhonda M. Woods

Rhonda M Woods

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The ACORD name and logo are registered marks of ACORD

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

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

REQUIREMENTS AGREEMENT
C-06-446D-02-27

THIS AGREEMENT (the "Agreement") is entered into effective as of **March 3, 2007** by and between, **Martin Marietta Materials** (Third)("Seller") a Texas Corporation and **Hidalgo County, Texas** ("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements of Hidalgo ~~County **Precinct No. 3 for Flexible Base Material (Crushed Caliche)**" 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 **"Flexible Base Material (Crushed Caliche)(Jericho Pit)"** in an area of Hidalgo County projects for a period of one year from the effective date of this Agreement, 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. 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:

Martin Marietta Materials
Attn: Jason Hilley
5233 I-H 37 C-16
Corpus Christi, Tx. 78408

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 ninety (90) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. § 271.903 (Vernon Supp. 1996).

m. **Termination:** This Agreement may be terminated by either party without cause upon thirty (30) days written notice.

l. **Purchasing Ethics**. Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:

(1) It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of Hidalgo County, or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County, to solicit, demand, accept or agree to accept from another person, entity or

organization, a gratuity or an officer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advise, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor pending before any department or agency of Hidalgo County.

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

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

HIDALGO COUNTY

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

ATTEST:

_____
Arturo Guajardo , Jr. County Clerk

Martin Marietta Materials

By: _____

Printed Name: Kevin Stone

Title: Area Sales Manager

Approved on Commissioners' Court February 27, 2007

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

By: _____

EXHIBIT "A"
REQUIREMENTS

EXHIBIT "A"
HIDALGO COUNTY
and
HIDALGO COUNTY COLONIA ACCESS PROGRAM

"FLEXIBLE BASE MATERIAL (CRUSHED CALICHE)"
BID NO.: 2006-446-01-10-ROL

BID SPECIFICATIONS

BID SPECIFICATIONS, TERMS AND CONDITIONS:

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No. 4	40-75
No. 40	70-90
Max. PI:	15
Max. Wet Ball PI:	15
Wet Ball Mill Max. Amount:	50

   The Wet Ball Test (Tex-116-E) shall be run and the Plasticity index of the material passing the No. 40 sieve shall be determined (Wet Ball PI).

3. Bid price shall be on a per ton basis.

4. Hidalgo County reserves the right to reject any or all bids, to waive any or all formalities, or to accept the bid considered the best and most advantageous to the County, including compliance to bid specifications.

5. Location: Transportation is an important factor to analyze the material cost, and will be taken into consideration to evaluate the lowest total cost of material picked up at the plant sites.
   The following are **set reference locations for delivery of materials** to be used to calculate total cost of one load of material delivered:

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13. Awarded Bidder shall have at the Bidder's Pit Location(s) (On Site) an electric or manual scale with a Minimum of 70 Ft. in length.

14. It is expressly understood and agreed that in case Hidalgo County should need "**Flexible Base Material (Crushed Caliche)**" not available within the time frame needed from the successful vendor during the term of this contract, Hidalgo County reserves the right to purchase these items from other sources other than the successful vendor and shall not be in violation of any terms or conditions of said contract. Further, Hidalgo County reserves the right to seek another vendor if, at any time, vendor's prices do not conform to public pricing.

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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:

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- 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). **Time frame for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

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

5). **Dollar Limit to Price Changes**: The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

ADDITIONAL INFORMATION:

Hidalgo County is requesting that any and all questions, inquiries and clarifications regarding quotes, bids, proposals or statements of qualifications be addressed to, Martha L. Salazar, CPPB, Purchasing Agent, 100 E. Cano St.-4th Floor, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, Wednesday, January 3, 2007 by 5:00 P.M.. Responses to said inquiries will be sent to all applicants via facsimile by no later than, Friday, January 5, 2007 by 5:00 p.m.

Contact Personnel for County Precincts	
Hidalgo County Precinct #1 **Joseph Palacios** **(956) 968-8733**	**Hidalgo County Precinct #2** **Ricardo Cuellar** **(956) 787-1891**
Hidalgo County Precinct #3 **Saul Ramirez** **(956) 205-7009**	**Hidalgo County Precinct #4** **Juan Carranza** **(956) 383-3112**

EXHIBIT "B"
FEE SCHEDULE

EXHIBIT "B"

HIDALGO COUNTY
and
HIDALGO COUNTY COLONIA ACCESS PROGRAM

"FLEXIBLE BASE MATERIAL (CRUSHED CALICHE)"
BID NO.: 2006-446-01-10-ROL

BID PAGE

HIDALGO COUNTY PRECINCT NO. 3	
Flexible Base Material Type D Grade 6 (Crushed Caliche)	$ 2.50 (per ton) FOB Jericho
PIT LOCATIONS FOR PRECINCT NO. 3	
1. Same as previous page	4.
2.	5.
3.	6.

HIDALGO COUNTY PRECINCT NO. 4	
Flexible Base Material Type D Grade 6 (Crushed Caliche)	$ [redacted] (per ton) FOB [redacted]
PIT LOCATIONS FOR PRECINCT NO. 4	
1. [redacted]	4.
2.	5.
3.	6.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 09/29/2009

PRODUCER
Marsh USA Inc.
100 North Tryon Street, Suite 3200
Charlotte, NC 28202
Attn: CA NON-RESIDENT NO. OB22889

J56965-Marti-GAXWX-09-10

INSURED
Martin Marietta Materials, Inc.
Attn: Mr. Todd Crump
2710 Wycliff Road
PO Box 30013
Raleigh, NC 27622

THIS CERTIFICATION IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: ACE American Insurance Company	22667
INSURER B: Indemnity Ins Co Of North America	43575
INSURER C: N/A	N/A
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/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A		**GENERAL LIABILITY** X COMMERCIAL GENERAL LIABILITY CLAIMS MADE X OCCUR GENERAL AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC	HDO G24935048	09/30/2009	09/30/2010	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 3,000,000 $ 50,000 $ N/A $ 3,000,000 $ 6,000,000 $ 6,000,000
A		**AUTOMOBILE LIABILITY** X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	ISA H08581848	09/30/2009	09/30/2010	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 3,000,000 $ $ $
		GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
		EXCESS / UMBRELLA LIABILITY OCCUR CLAIMS MADE DEDUCTIBLE RETENTION $				EACH OCCURRENCE AGGREGATE	$ $
B		**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N N (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	WLRC45703253 (AOS)	09/30/2009	09/30/2010	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
		OTHER					

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

CERTIFICATE HOLDER ATL-001783153-05

Hidalgo County
100 E. Cano
5th Floor Admin Bldg
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.
Rhonda M. Woods

Rhonda M. Woods

ACORD 25 (2009/01)

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The ACORD name and logo are registered marks of ACORD

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

This Certificate of Insurance 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.

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

February 17, 2010

Weldinghouse, Inc.
Attn: Roel Davila
301 N. McColl Ste. B
McAllen, Texas 78504

Re: C-09-016A-03-03-Industrial Welding Supplies & Service

Dear Mr. Roel Davila:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's sole option to exercise an extension as provided in the current contract (under the same rates, terms and conditions). Please acknowledge receipt of this notice of placement on the Commissioners' Court meeting of **Tuesday, February 23, 2010** for discussion, consideration and action, by signing below and returning to the Purchasing Department, by no later than **4:00 p.m., Wednesday, February 17,** 2010, via facsimile to (956) 956-318-2629 or email to: evangelina.garcia@co.hidalgo.tx.us so as to meet the agenda request form deadlines.

By: _____ Date: _____

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,

Vangie Y. Garcia, Contract's Manager
Hidalgo County Purchasing Department

cc:

department
auditors

Hidalgo County Purchasing Department
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New Administration Building
Edinburg, Texas 78539
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Sincerely,

Vangie Y. Garcia, Contract's Manager
Hidalgo County Purchasing Department

cc:

department
auditors

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

February 17, 2010

Frontera Materials, Inc.
Attn: Barry M. Ehlinger
P.O. Box 1917
Weslaco, Texas 78599

Re: E-09-110A-01-30-Pcts. 1 & 2 (490 & Reavis Pit)
E-09-110B-01-30-Pct.3 (Reavis Pit)
E-09-110C-01-30-Pct. 3 (490 Pit)
E-09-110E-01-30-Pc. 4 (490 & Reavis Pit)

Dear Mr. Ehlinger:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's sole option to exercise an extension as provided in the current contract (under the same rates, terms and conditions). Please acknowledge receipt of this notice of placement on the Commissioners' Court meeting of Tuesday, February 23, 2010 for discussion, consideration and action, by signing below and returning to the Purchasing Department, by no later than 4:00 p.m., Wednesday, February 17, 2010, via facsimile to (956) 956-318-2629 or email to: evangelina.garcia@co.hidalgo.tx.us so as to meet the agenda request form deadlines.

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Sincerely,

Vangie Y. Garcia, Contract's Manager
Hidalgo County Purchasing Department

cc:

department
auditors

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

February 17, 2010

Martin Marietta Materials
Attn: Jason Hilley
523 I-H 37 C-16
Corpus Christi, Texas 78408

Re: E-09-110-02-09-Pct's No. 1, 2 & 4
E-09-110D-02-09-Pct. 3

Dear Mr. Hilley:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's sole option to exercise an extension as provided in the current contract (under the same rates, terms and conditions). Please acknowledge receipt of this notice of placement on the Commissioners' Court meeting of Tuesday, February 23, 2010 for discussion, consideration and action, by signing below and returning to the Purchasing Department, by no later than 4:00 p.m., Wednesday, February 17, 2010, via facsimile to (956) 956-318-2629 or email to: evangelina.garcia@co.hidalgo.tx.us so as to meet the agenda request form deadlines.

By: Stephanie Hedden Date: 2-17-10

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Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
0-1100-412-00-002-001-0-442	93RD DC-EQUIP & VEHICLE RENTALS	81.00	6.00	3.00	3.00	72.00	11.11
0-1100-412-00-003-001-0-442	139TH DC-EQUIP & VEHICLE RENTALS	500.00	4.00	2.00	2.00	494.00	1.20
0-1100-412-00-004-001-0-442	206TH DC-EQUIP & VEHICLE RENTALS	200.00	56.00	10.00	10.00	134.00	33.00
0-1100-412-00-005-001-0-442	275TH DC-EQUIP & VEHICLE RENTALS	40.00	.00	.00	.00	40.00	.00
0-1100-412-00-006-001-0-442	332ND DC-EQUIP & VEHICLE RENTALS	36.00	9.00	.00	.00	27.00	25.00
0-1100-412-00-008-001-0-442	389TH DC-EQUIP & VEHICLE RENTALS	1,663.98	412.02	3.00	3.00	1,248.96	24.94
0-1100-412-00-009-001-0-442	398TH DC-EQUIP & VEHICLE RENTALS	100.00	12.00	6.00	6.00	82.00	18.00
0-1100-412-00-009-003-0-442	INDIGENT DEFENSE-EQUIP & VEHICLE RENTALS	3,260.00	1,082.00	2.00	2.00	2,176.00	33.25
0-1100-412-00-010-001-0-442	430TH DC-EQUIP & VEHICLE RENTALS	2,000.00	2.00	4.00	4.00	1,994.00	.30
0-1100-412-00-011-001-0-442	449TH DC-EQUIP & VEHICLE RENTALS	3,695.00	1,616.56	2.00	2.00	2,076.44	43.80
0-1100-412-00-021-001-0-442	CCL#1-EQUIP & VEHICLE RENTALS	36.00	36.00	.00	.00	.00	100.00
0-1100-412-00-022-001-0-442	CCL#2-EQUIP & VEHICLE RENTALS	1,000.00	.00	.00	.00	1,000.00	.00
0-1100-412-00-023-001-0-442	PROBATE CRT-EQUIP & VEHICLE RENTAL	100.00	4.00	4.00	4.00	92.00	8.00
0-1100-412-00-024-001-0-442	CCL#4-EQUIP & VEHICLE RENTALS	100.00	.00	.00	.00	100.00	.00
0-1100-412-00-025-001-0-442	CCL#5-EQUIP & VEHICLE RENTALS	1,550.00	.00	.00	.00	1,550.00	.00
0-1100-412-00-026-001-0-442	CCL#6-EQUIP & VEHICLE RENTALS	2,500.00	1,019.85	.00	.00	1,480.15	40.79
0-1100-412-00-032-001-0-442	MASTER CRT II-EQUIP & VEHICLE RENTALS	100.00	30.00	6.00	6.00	64.00	36.00
0-1100-412-00-045-001-0-442	AUXILIARY COURT-EQUIP & VEHICLE RENTAL	3,500.00	2,925.52	12.00	12.00	562.48	83.93
0-1100-412-00-061-001-0-442	JP PCT 1/PL 1-EQUIP & VEHICLE RENTALS	2,000.00	310.20	155.10	155.10	1,534.70	23.27
0-1100-412-00-062-001-0-442	JP PCT 1/PL 2-EQUIP & VEHICLE RENTALS	2,544.00	2,126.00	212.00	212.00	206.00	91.90
0-1100-412-00-062-001-0-613	JP PCT 1/PL 2-SAFETY SUPPLIES	300.00	299.05	.00	.00	.95	99.68
0-1100-412-00-063-001-0-442	JP PCT 2/PL 1-EQUIP & VEHICLE RENTALS	1,000.00	3.00	6.00	6.00	991.00	.90
0-1100-412-00-064-001-0-442	JP PCT 2/PL 2-EQUIP & VEHICLE RENTALS	3,000.00	1,962.34	143.00	143.00	894.66	70.18
0-1100-412-00-065-001-0-442	JP PCT 3/PL 1-EQUIP & VEHICLE RENTALS	5,000.00	4,561.32	.00	.00	438.68	91.23
0-1100-412-00-066-001-0-442	JP PCT 3/PL 2-EQUIP & VEHICLE RENTALS	850.00	3.00	6.00	6.00	841.00	1.06
0-1100-412-00-067-001-0-442	JP PCT 4/PL 1-EQUIP & VEHICLE RENTALS	100.00	30.00	6.00	6.00	64.00	36.00
0-1100-412-00-068-001-0-442	JP PCT 4/PL 2-EQUIP & VEHICLE RENTALS	3,250.00	1,219.59	4.00	4.00	2,026.41	37.65
0-1100-412-00-069-001-0-442	JP PCT 5/PL 1-EQUIP & VEHICLE RENTAL	95.00	40.00	.00	.00	55.00	42.11
0-1100-412-00-080-002-0-442	CRIM DA-EQUIP & VEHICLE RENTALS	8,647.72	8,883.29	10.00	10.00	-245.57	102.84
0-1100-412-00-090-001-0-442	DIST CLERK-EQUIP & VEHICLE RENTALS	46,500.00	18,468.99	4,113.27	4,113.27	23,917.74	48.56
0-1100-412-00-090-001-0-613	DIST CLERK-SAFETY SUPPLIES	200.00	.00	.00	.00	200.00	.00

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
0-1100-412-30-085-003-0-442	PUBLIC DEFENDER-EQUIP & VEHICLE RENTALS	50.00	.00	.00	.00	50.00	.00
0-1100-413-00-110-006-0-442	CO JUDGE-EQUIP & VEHICLE RENTALS	4,800.00	2,050.71	878.24	878.24	1,871.05	61.02
0-1100-414-00-130-001-0-442	ELECTIONS DEPT-EQUIP & VEHICLE RENTALS	57,500.00	28,445.24	12.00	12.00	29,042.76	49.49
0-1100-414-00-130-001-0-613	ELECTIONS DEPT-SAFETY SUPPLIES	500.00	.00	.00	.00	500.00	.00
0-1100-415-00-200-001-0-442	INFO TECH DEPT-EQUIP & VEHICLE RENTALS	5,000.00	88.00	8.00	8.00	4,904.00	1.92
0-1100-415-00-200-001-0-613	INFO TECH DEPT-SAFETY SUPPLIES	500.00	.00	.00	.00	500.00	.00
0-1100-415-00-200-002-0-442	IT COUNTYWIDE-EQUIP & VEHICLE RENTALS	13,370.00	7,503.60	1,500.72	1,500.72	4,365.68	67.35
0-1100-415-14-115-001-0-442	DBM-BUDGET DIV-EQUIP & VEHICLE RENTALS	4,200.00	4,432.13	5.00	5.00	-237.13	105.65
0-1100-415-15-140-001-0-442	TAX OFF-EQUIP & VEHICLE RENTALS	45,000.00	14,595.34	334.00	334.00	30,070.66	33.18
0-1100-415-16-150-001-0-442	CO TREASURER-EQUIP & VEHICLE RENTALS	59.00	3.00	6.00	6.00	50.00	15.25
0-1100-415-18-160-001-0-442	PURCHASING-EQUIP & VEHICLE RENTALS	15,000.00	5,876.35	668.37	668.37	8,455.28	43.63
0-1100-415-21-170-001-0-442	CO AUDITOR-EQUIP & VEHICLE RENTALS	369.43	466.66	3.00	3.00	-100.23	127.13
0-1100-415-40-180-001-0-442	CO CLERK-EQUIP & VEHICLE RENTALS	10,000.00	3,364.58	7.00	7.00	6,628.42	33.72
0-1100-415-50-190-001-0-442	CIVIL SERVICE-EQUIP & VEHICLE RENTALS	2,600.00	672.32	132.28	132.28	1,795.40	30.95
0-1100-415-50-190-002-0-442	HUMAN RESOURCES-EQUIP & VEHICLE RENTALS	3,500.00	678.32	138.28	138.28	2,683.40	23.33
0-1100-419-10-210-001-0-442	PLANNING DEPT-EQUIP & VEHICLE RENTALS	8,250.00	7,461.00	655.00	655.00	134.00	98.38
0-1100-419-10-210-001-0-679	PLANNING DEPT-OTHER R&M SUPPLIES	60.00	25.80	.00	.00	34.20	43.00
0-1100-419-40-220-001-0-442	FACILITIES MGMT-EQUIP & VEHICLE RENTALS	30,000.00	1,222.53	608.00	608.00	28,169.47	6.10
0-1100-419-40-220-001-0-613	FACILITIES MGMT-SAFETY SUPPLIES	15,000.00	3,228.36	15.96	15.96	11,755.68	21.63
0-1100-419-40-220-001-0-623	FACILTIES MGMT-BOTTLED GAS	6,000.00	836.87	.00	.00	5,163.13	13.95
0-1100-419-40-220-001-0-679	FACILITIES MGMT-OTHER R&M SUPPLIES	40,000.00	7,009.26	190.49	190.49	32,800.25	18.00
0-1100-419-40-220-001-0-739	FACILITIES MGMT-OTHER STRUCTURES	50,000.00	.00	.00	.00	50,000.00	.00
0-1100-419-50-115-059-0-442	DBM-SAFETY DIV-EQUIP & VEHICLE RENTALS	6,000.00	3,239.88	3.00	3.00	2,757.12	54.05
0-1100-419-50-115-059-0-613	DBM-SAFETY DIV-SAFETY SUPPLIES	2,000.00	.00	.00	.00	2,000.00	.00
0-1100-421-00-280-001-0-442	SHERIFF-EQUIP & VEHICLE RENTALS	41,500.00	29,988.42	10,788.54	10,788.54	723.04	98.26
0-1100-421-00-280-001-0-613	SHERIFF-SAFETY SUPPLIES	13,757.00	11.88	.00	.00	13,745.12	.09
0-1100-421-00-280-001-0-623	SHERIFF-BOTTLED GAS	5,960.00	461.00	39.00	39.00	5,460.00	8.39
0-1100-421-00-280-001-0-679	SHERIFF-OTHER R&M SUPPLIES	7,000.00	145.87	.00	.00	6,854.13	2.08
0-1100-421-00-291-001-0-613	CONSTABLE PCT.1-SAFETY SUPPLIES	400.00	.00	.00	.00	400.00	.00
0-1100-421-00-292-001-0-442	CONSTABLE PCT.2-EQUIP & VEHICLE RENTAL	60.00	26.00	4.00	4.00	30.00	50.00
0-1100-421-00-293-001-0-442	CONSTABLE PCT.3-EQUIP & VEHICLE RENTALS	2,500.00	534.82	.00	.00	1,965.18	21.39

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
0-1100-421-00-294-001-0-442	CONSTABLE PCT.4-EQUIP & VEHICLE RENTALS	2,600.00	8.00	.00	.00	2,592.00	.31
0-1100-421-00-294-001-0-613	CONSTABLE PCT.4-SAFETY SUPPLIES	5,000.00	.00	.00	.00	5,000.00	.00
0-1100-421-00-295-001-0-442	CONSTABLE PCT.5-EQUIP & VEHICLE RENTALS	2,000.00	1,760.00	160.00	160.00	80.00	96.00
0-1100-421-00-295-001-0-613	CONSTABLE PCT.5-SAFETY SUPPLIES	988.00	.00	.00	.00	988.00	.00
0-1100-422-10-300-001-0-442	EMERG SRVS-FM-EQUIP & VEHICLE RENTAL	10,670.00	7,209.00	.00	.00	3,461.00	67.56
0-1100-422-10-300-001-0-613	EMERG SRVS-FM-SAFETY SUPPLIES	2,000.00	104.25	.00	.00	1,895.75	5.21
0-1100-423-21-280-002-0-442	JAIL-EQUIP & VEHICLE RENTALS	37,500.00	20,555.36	1,685.20	1,685.20	15,259.44	59.31
0-1100-423-21-280-002-0-613	JAIL-SAFETY SUPPLIES	4,000.00	.00	.00	.00	4,000.00	.00
0-1100-423-21-280-002-0-623	JAIL-BOTTLED GAS	2,500.00	362.50	37.50	37.50	2,100.00	16.00
0-1100-423-21-280-002-0-679	JAIL-OTHER R&M SUPPLIES	10,000.00	215.56	287.40	287.40	9,497.04	5.03
0-1100-423-32-330-001-0-442	JUV DET HM-EQUIP & VEHICLE RENTALS	6,000.00	3,240.42	302.22	302.22	2,457.36	59.04
0-1100-423-32-330-001-0-679	JUV DET HM-OTHER R&M SUPPLIES	6,000.00	4,083.67	133.33	133.33	1,783.00	70.28
0-1100-423-60-330-002-0-442	JUV PROB-EQUIP & VEHICLE RENTALS	6,000.00	.00	.00	.00	6,000.00	.00
0-1100-429-00-300-023-0-442	EMERG SRVS-EM-EQUIP & VEHICLE RENTALS	2,450.00	2,798.96	2.00	2.00	-350.96	114.32
0-1100-429-00-300-023-0-613	EMERG SRVS-EM-SAFETY SUPPLIES	2,500.00	.00	.00	.00	2,500.00	.00
0-1100-429-00-300-023-0-679	EMERG SRVS-EM-OTHER R&M SUPPLIES	220.00	211.98	.00	.00	8.02	96.35
0-1100-432-00-121-001-0-442	PCT1 SANITATION-EQUIP & VEHICLE RENTALS	2,000.00	1,262.25	110.75	110.75	627.00	68.65
0-1100-432-00-121-001-0-613	PCT1 SANITATION-SAFETY SUPPLIES	4,000.00	466.51	285.90	285.90	3,247.59	18.81
0-1100-432-00-121-001-0-679	PCT1 SANITATION-OTHER R&M SUPPLIES	3,000.00	1,575.56	.00	.00	1,424.44	52.52
0-1100-432-00-122-001-0-442	PCT2 SANITATION-EQUIP & VEH RENTALS	500.00	.00	.00	.00	500.00	.00
0-1100-432-00-122-001-0-613	PCT2 SANITATION-SAFETY SUPPLIES	100.00	.00	.00	.00	100.00	.00
0-1100-432-00-123-001-0-442	PCT3 SANITATION-EQUIP & VEHICLE RENTALS	1,400.00	214.00	126.00	126.00	1,060.00	24.29
0-1100-432-00-123-001-0-613	PCT3 SANITATION-SAFETY SUPPLIES	2,000.00	9.50	287.44	287.44	1,703.06	14.85
0-1100-432-00-123-001-0-623	PCT3 SANITATION-BOTTLED GAS	200.00	.00	.00	.00	200.00	.00
0-1100-432-00-123-001-0-673	PCT3 SANITATION-R&B R&M SUPPLIES	10,000.00	30,000.00	.00	.00	-20,000.00	300.00
0-1100-432-00-123-001-0-679	PCT3 SANITATION-OTHER R&M SUPPLIES	6,689.00	760.57	241.90	241.90	5,686.53	14.99
0-1100-432-00-124-001-0-442	PCT4 SANITATION-EQUIP & VEHICLE RENTALS	1,000.00	849.00	77.00	77.00	74.00	92.60
0-1100-432-00-124-001-0-613	PCT4 SANITATION-SAFETY SUPPLIES	800.00	.00	.00	.00	800.00	.00
0-1100-432-00-124-001-0-739	PCT4 SANITATION-OTHER STRUCTURES	20,000.00	20,000.00	.00	.00	.00	100.00
0-1100-441-00-340-001-0-442	HEALTH ADM-EQUIP & VEHICLE RENTALS	12,000.00	10,632.86	984.74	984.74	382.40	96.81
0-1100-441-00-340-001-0-613	HEALTH ADM-SAFETY SUPPLIES	3,459.00	.00	.00	.00	3,459.00	.00
0-1100-441-00-340-001-0-679	HEALTH ADM-OTHER R&M SUPPLIES	2,000.00	.00	.00	.00	2,000.00	.00
0-1100-441-00-340-003-0-337	HEALTH CLINICS-PHARMACEUTICAL SERVICES	18,900.00	3,150.00	1,575.00	1,575.00	14,175.00	25.00

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
0-1100-441-00-340-003-0-442	HEALTH CLINICS-EQUIP & VEHICLE RENTALS	36,000.00	29,281.14	3,062.06	3,062.06	3,656.80	89.84
0-1100-441-00-340-003-0-623	HEALTH CLINICS-BOTTLED GAS	500.00	500.00	.00	.00	.00	100.00
0-1100-441-00-340-003-0-679	HEALTH CLINICS-OTHER R&M SUPPLIES	1,000.00	.00	.00	.00	1,000.00	.00
0-1100-444-00-240-001-0-442	HUMAN SERVICES-EQUIP & VEHICLE RENTALS	36.00	3.00	6.00	6.00	27.00	25.00
0-1100-444-00-370-001-0-442	VETERAN'S SRV-EQUIP & VEHICLE RENTALS	3,300.00	2,523.00	6.00	6.00	771.00	76.64
0-1100-451-10-115-033-0-442	HISTORICAL COMM-EQUIP & VEHICLES RENTAL	.00	.00	.00	.00	.00	.00
0-1100-461-00-115-037-0-679	INSECT ERADICATION-OTHER R&M SUPPLIES	1,000.00	.00	.00	.00	1,000.00	.00
0-1100-461-00-380-001-0-442	TX AGRILIFE EXT-EQUIP & VEHICLE RENTALS	8,000.00	5,087.32	2.00	2.00	2,910.68	63.62
0-1100-466-00-121-050-0-613	PCT1 CRC-SAFETY SUPPLIES	5,500.00	.00	.00	.00	5,500.00	.00
0-1100-466-00-121-050-0-679	PCT1 CRC-OTHER R&M SUPPLIES	500.00	.00	.00	.00	500.00	.00
0-1100-466-00-122-018-0-442	PCT2 CRC-EQUIP & VEHICLE RENTALS	4,000.00	1,819.37	.00	.00	2,180.63	45.48
0-1100-466-00-122-018-0-613	PCT2 CRC-SAFETY SUPPLIES	100.00	.00	.00	.00	100.00	.00
0-1100-466-00-122-018-0-679	PCT2 CRC-OTHER R&M SUPPLIES	285.00	.00	.00	.00	285.00	.00
0-1100-466-00-122-082-0-442	PCT2 CRC (S.TOWER)-EQUIP & VEH RENTALS	200.00	6.00	.00	.00	194.00	3.00
0-1100-466-00-122-082-0-613	PCT2 CRC (S.TOWER)-SAFETY SUPPLIES	125.00	.00	.00	.00	125.00	.00
0-1100-466-00-122-082-0-679	PCT2 CRC (S.TOWER)-OTHER R&M SUPPLIES	285.00	.00	.00	.00	285.00	.00
0-1200-431-00-115-041-0-442	ROAD ADM-EQUIP & VEHICLE RENTALS	1,039.59	.00	.00	.00	1,039.59	.00
0-1200-431-00-122-004-0-442	CO SHOP-EQUIP & VEHICLE RENTALS	1,000.00	345.40	.00	.00	654.60	34.54
0-1200-431-00-122-004-0-613	CO SHOP-SAFETY SUPPLIES	1,090.00	93.19	.00	.00	996.81	8.55
0-1200-431-00-122-004-0-623	CO SHOP-BOTTLED GAS	350.00	372.83	.00	.00	-22.83	106.52
0-1200-431-00-122-004-0-679	CO SHOP-OTHER R&M SUPPLIES	3,500.00	1,544.18	.00	.00	1,955.82	44.12
0-1200-431-00-260-001-0-442	R-O-W DEPT-EQUIP & VEHICLE RENTAL	10,103.77	6.00	3.00	3.00	10,094.77	.09
0-1200-431-00-260-001-0-613	R-O-W DEPT-SAFETY SUPPLIES	1,500.00	.00	.00	.00	1,500.00	.00
0-1200-431-00-260-001-0-679	R-O-W DEPT-OTHER R&M SUPPLIES	1,500.00	.00	.00	.00	1,500.00	.00
0-1201-431-00-121-004-0-442	PCT1 RD ADM-EQUIP & VEHICLE RENTALS	3,300.00	278.56	7.00	7.00	3,014.44	8.65
0-1201-431-00-121-004-0-613	PCT1 RD ADM-SAFETY SUPPLIES	150.00	.00	.00	.00	150.00	.00
0-1201-431-00-121-004-0-679	PCT1 RD ADM-OTHER R&M SUPPLIES	600.00	21.46	12.90	12.90	565.64	5.73
0-1201-431-00-121-005-0-433	PCT1 P/U RD-R&B R&M SERVICE	20,000.00	8,935.04	17,942.00	17,942.00	-6,877.04	134.39
0-1201-431-00-121-005-0-442	PCT1 P/U RD-EQUIP & VEHICLE RENTALS	14,600.00	500.00	.00	.00	14,100.00	3.42
0-1201-431-00-121-005-0-613	PCT1 P/U RD-SAFETY SUPPLIES	25,000.00	3,556.83	659.46	659.46	20,783.71	16.87
0-1201-431-00-121-005-0-623	PCT1 P/U RD-BOTTLED GAS	700.50	350.00	.00	.00	350.50	49.96
0-1201-431-00-121-005-0-673	PCT1 P/U RD-R&B R&M SUPPLIES	234,661.48	87,143.81	9,263.58	9,263.58	138,254.09	41.08
0-1201-431-00-121-005-0-679	PCT1 P/U RD-OTHER R&M SUPPLIES	30,000.00	2,866.65	4,983.50	4,983.50	22,149.85	26.17

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
0-1201-431-00-121-005-0-734	PCT1 P/U RD-SUBDIVISION STREETS	.00	4,348.92	.00	.00	-4,348.92	.00
0-1201-431-00-121-007-0-433	PCT1 LATERAL RD-R&B R&M SERVICE	406.24	.00	.00	.00	406.24	.00
0-1201-431-00-121-007-0-673	PCT1 LATERAL RD-R&B R&M SUPPLIES	2,097.58	.00	.00	.00	2,097.58	.00
0-1201-431-00-121-007-0-731	PCT1 LATERAL RD-ROADS	291.38	.00	.00	.00	291.38	.00
0-1201-431-00-121-019-1-731	PCT1-AGUA DULCE-ROADS	.00	390.24	.00	.00	-390.24	.00
0-1202-431-00-122-005-0-442	PCT2 RD ADM-EQUIP & VEHICLE RENTALS	7,500.00	8,146.37	198.20	198.20	-844.57	111.26
0-1202-431-00-122-005-0-679	PCT2 RD ADM-OTHER R&M SUPPLIES	800.00	2.50	.00	.00	797.50	.31
0-1202-431-00-122-006-0-433	PCT2 P/U RD-R&B R&M SERVICE	1,000.00	.00	.00	.00	1,000.00	.00
0-1202-431-00-122-006-0-442	PCT2 P/U RD-EQUIP & VEHICLE RENTALS	5,000.00	315.00	.00	.00	4,685.00	6.30
0-1202-431-00-122-006-0-613	PCT2 P/U RD-SAFETY SUPPLIES	3,386.60	98.83	.00	.00	3,287.77	2.92
0-1202-431-00-122-006-0-623	PCT2 P/U RD-BOTTLED GAS	5,000.00	370.17	.00	.00	4,629.83	7.40
0-1202-431-00-122-006-0-673	PCT2 P/U RD-R&B R&M SUPPLIES	40,000.00	44,609.84	.00	.00	-4,609.84	111.52
0-1202-431-00-122-006-0-679	PCT2 P/U RD-OTHER R&M SUPPLIES	20,510.00	2,157.47	.00	.00	18,352.53	10.52
0-1202-431-00-122-006-0-731	PCT2 P/U RD-ROADS	38,719.06	280,997.63	.00	.00	-242,278.57	725.73
0-1202-431-00-122-026-0-731	PCT2 OWASSA RD(JACKSON-R.LONGORIA)-ROADS	52,030.00	42,030.00	.00	.00	10,000.00	80.78
0-1202-431-00-122-027-0-731	PCT2 TOWER RD(MOORE-BALLI)-ROADS	26,576.22	89,224.17	.00	.00	-62,647.95	335.73
0-1202-431-00-122-028-0-731	PCT2 S.MCCOLL(DCKR-ORNGWD&.5M S.MLTY)-RD	.00	36,208.77	.00	.00	-36,208.77	.00
0-1202-431-00-122-035-0-731	PCT2 ICA W/HIDALGO(VAL-MEX DR)-ROADS	.00	13,929.00	.00	.00	-13,929.00	.00
0-1202-431-00-122-240-0-731	PCT.2-EL CHARRO #2-ROADS	15,208.74	4,118.05	.00	.00	11,090.69	27.08
0-1203-431-00-123-004-0-442	PCT3 RD ADM-EQUIP & VEHICLE RENTALS	150.00	.00	.00	.00	150.00	.00
0-1203-431-00-123-005-0-433	PCT3 P/U RD-R&B R&M SERVICE	10,000.00	.00	.00	.00	10,000.00	.00
0-1203-431-00-123-005-0-442	PCT3 P/U RD-EQUIP & VEHICLE RENTALS	2,000.00	100.00	240.00	240.00	1,660.00	17.00
0-1203-431-00-123-005-0-613	PCT3 P/U RD-SAFETY SUPPLIES	11,000.00	56.19	250.20	250.20	10,693.61	2.79
0-1203-431-00-123-005-0-623	PCT3 P/U RD-BOTTLED GAS	6,000.00	693.94	356.18	356.18	4,949.88	17.50
0-1203-431-00-123-005-0-673	PCT3 P/U RD-R&B R&M SUPPLIES	53,121.88	26,466.32	.00	.00	26,655.56	49.82
0-1203-431-00-123-005-0-679	PCT3 P/U RD-OTHER R&M SUPPLIES	45,000.00	13,187.01	2,398.15	2,398.15	29,414.84	34.63
0-1203-431-00-123-005-0-731	PCT3 P/U RD-ROADS	179,636.43	159,334.45	3,117.00	3,117.00	17,184.98	90.43
0-1203-431-00-123-005-0-734	PCT3 P/U RD-SUBDIVISION STREETS	.00	4,437.04	.00	.00	-4,437.04	.00
0-1203-431-00-123-005-0-739	PCT3 P/U RD-OTHER STRUCTURES	10,000.00	.00	.00	.00	10,000.00	.00
0-1203-431-00-123-007-0-731	PCT3 LATERAL RD-ROADS	99,543.78	7,697.50	.00	.00	91,846.28	7.73
0-1203-431-00-123-081-0-731	PCT3 CIRCLE 6RD(N&S OF M4)-ROADS	.00	33,860.00	.00	.00	-33,860.00	.00
0-1204-431-00-124-005-0-442	PCT4 RD ADM-EQUIP & VEHICLE RENTALS	3,600.00	12.00	6.00	6.00	3,582.00	.50
0-1204-431-00-124-007-0-433	PCT4 P/U RD-R&B R&M SERVICE	40,000.00	7,000.00	.00	.00	33,000.00	17.50
0-1204-431-00-124-007-0-442	PCT4 P/U RD-EQUIP & VEHICLE RENTALS	6,000.00	5,006.92	2.00	2.00	991.08	83.48

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
0-1204-431-00-124-007-0-613	PCT4 P/U RD-SAFETY SUPPLIES	60,000.00	9,658.34	22,459.50	22,459.50	27,882.16	53.53
0-1204-431-00-124-007-0-623	PCT4 P/U RD-BOTTLED GAS	500.00	200.00	.00	.00	300.00	40.00
0-1204-431-00-124-007-0-673	PCT4 P/U RD-R&B R&M SUPPLIES	162,000.00	71,078.17	8,388.00	8,388.00	82,533.83	49.05
0-1204-431-00-124-007-0-679	PCT4 P/U RD-OTHER R&M SUPPLIES	19,000.00	14,393.10	4,450.00	4,450.00	156.90	99.17
0-1204-431-00-124-007-0-731	PCT4 P/U RD-ROADS	295,375.23	55,591.42	.00	.00	239,783.81	18.82
0-1204-431-00-124-007-0-734	PCT4 P/U RD-SUBDIVISION STREETS	.00	437.87	.00	.00	-437.87	.00
0-1204-431-00-124-007-0-739	PCT4 P/U RD-OTHER STRUCTURES	5,000.00	.00	.00	.00	5,000.00	.00
0-1204-431-00-124-008-0-731	PCT4 LATERAL RD-ROADS	621.26	.00	.00	.00	621.26	.00
0-1204-431-00-124-401-0-731	PCT4 LAKEVIEW SUBVISION-ROADS	17,336.47	4,363.76	.00	.00	12,972.71	25.17
0-1204-431-00-124-844-0-731	PCT2-COL ESPERANZA #2-ROADS	13,808.30	.00	.00	.00	13,808.30	.00
0-1211-452-00-121-013-0-442	PCT1 PARKS-EQUIP & VEHICLE RENTALS	3,500.00	1,939.01	6.00	6.00	1,554.99	55.57
0-1211-452-00-121-013-0-613	PCT1 PARKS-SAFETY SUPPLIES	4,000.00	201.33	.00	.00	3,798.67	5.03
0-1211-452-00-121-013-0-623	PCT1 PARKS-BOTTLED GAS	100.00	82.40	17.60	17.60	.00	100.00
0-1211-452-00-121-013-0-679	PCT1 PARKS-OTHER R&M SUPPLIES	10,000.00	3,397.30	.00	.00	6,602.70	33.97
0-1211-452-00-121-013-0-739	PCT1 PARKS-OTHER STRUCTURES	7,500.00	.00	.00	.00	7,500.00	.00
0-1212-452-00-122-008-0-442	PCT2 PARKS-EQUIP & VEHICLE RENTALS	300.00	.00	.00	.00	300.00	.00
0-1212-452-00-122-008-0-613	PCT2 PARKS-SAFETY SUPPLIES	1,500.00	.00	.00	.00	1,500.00	.00
0-1212-452-00-122-008-0-623	PCT2 PARKS-BOTTLED GAS	50.00	.00	.00	.00	50.00	.00
0-1212-452-00-122-008-0-673	PCT2 PARKS-R&B R&M SUPPLIES	75,000.00	4,842.00	.00	.00	70,158.00	6.46
0-1212-452-00-122-008-0-679	PCT2 PARKS-OTHER R&M SUPPLIES	2,500.00	574.96	.00	.00	1,925.04	23.00
0-1212-452-00-122-008-0-731	PCT2 PARKS-ROADS	1,000.00	.00	.00	.00	1,000.00	.00
0-1212-452-00-122-008-0-739	PCT2 PARKS-OTHER STRUCTURES	200,874.40	280,827.57	.00	.00	-79,953.17	139.80
0-1213-452-00-123-008-0-442	PCT3 PARKS-EQUIP & VEHICLE RENTALS	4,000.00	204.00	124.00	124.00	3,672.00	8.20
0-1213-452-00-123-008-0-613	PCT3 PARKS-SAFETY SUPPLIES	1,500.00	.00	.00	.00	1,500.00	.00
0-1213-452-00-123-008-0-623	PCT3 PARKS-BOTTLED GAS	200.00	.00	.00	.00	200.00	.00
0-1213-452-00-123-008-0-673	PCT3 PARKS-R&B R&M SUPPLIES	10,000.00	.00	.00	.00	10,000.00	.00
0-1213-452-00-123-008-0-679	PCT3 PARKS-OTHER R&M SUPPLIES	7,300.00	680.94	1,035.17	1,035.17	5,583.89	23.51
0-1213-452-00-123-008-0-739	PCT3 PARKS-OTHER STRUCTURES	18,000.00	.00	.00	.00	18,000.00	.00
0-1237-415-40-180-003-0-442	CC REC MGMT-EQUIP & VEHICLE RENTALS	17,950.00	9,256.40	742.27	742.27	7,951.33	55.70
0-1246-415-15-140-003-0-442	TAX OFF-EQUIP & VEHICLE RENTALS	2,150.00	.00	.00	.00	2,150.00	.00
0-1247-412-50-100-001-0-442	LAW LIBRARY-EQUIP & VEHICLE RENTALS	5,000.00	20.00	4.00	4.00	4,976.00	.48
0-1247-412-50-100-001-0-679	LAW LIBRARY-OTHER R&M SUPPLIES	1,000.00	.00	.00	.00	1,000.00	.00
0-1254-412-00-270-014-0-442	HIDTA US JUSTICE-EQUIP & VEHICLE RENTALS	10,000.00	24.00	.00	.00	9,976.00	.24

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
0-1254-412-00-270-014-0-613	HIDTA US JUSTICE-SAFETY SUPPLIES	2,000.00	419.98	.00	.00	1,580.02	21.00
0-1254-412-00-270-014-0-679	HIDTA US JUSTICE-OTHER R&M SUPPLIES	1,000.00	.00	.00	.00	1,000.00	.00
0-1280-431-00-121-950-0-433	PCT1-37-0586-CR MILE ½ E-R&B R&M SERVICE	35.08	.00	.00	.00	35.08	.00
0-1280-431-00-121-951-0-433	PCT1-37-0590-CR MILE 15½ E-R&B R&M SERVI	49.07	.00	.00	.00	49.07	.00
0-1280-431-00-121-951-0-673	PCT1-37-0590-CR MILE 15½ E-R&B R&M SUPPL	27.98	27.98	.00	.00	.00	100.00
0-1280-431-00-121-952-0-673	PCT1-37-0602-CR MILE 19 RD-R&B R&M SUPPL	6,000.07	.00	.00	.00	6,000.07	.00
0-1280-431-00-121-953-0-433	PCT1-38-0599-RANCHO TOLUCA RD-R&B R&M SE	64.97	.00	.00	.00	64.97	.00
0-1280-431-00-121-953-0-673	PCT1-38-0599-RANCHO TOLUCA RD-R&B R&M SU	39.66	39.66	.00	.00	.00	100.00
0-1280-431-00-121-954-0-673	PCT1-39-0600-CR MILE 5½ RD-R&B R&M SUPPL	5,000.54	.00	.00	.00	5,000.54	.00
0-1280-431-00-121-955-0-433	PCT1-39-0601-CR MILE 7 RD-R&B R&M SERVIC	57.62	.00	.00	.00	57.62	.00
0-1280-431-00-121-955-0-673	PCT1-39-0601-CR MILE 7 RD-R&B R&M SUPPLI	11.14	11.14	.00	.00	.00	100.00
0-1280-431-00-121-956-0-673	PCT1-40-0615-CR 2812-R&B R&M SUPPLIES	3,500.44	.00	.00	.00	3,500.44	.00
0-1280-431-00-121-957-0-673	PCT1-40-0717-CR MILE 14 RD-R&B R&M SUPPL	3,500.17	.00	.00	.00	3,500.17	.00
0-1280-431-00-121-958-0-673	PCT1-40-0718-CR MILE 12½ E-R&B R&M SUPPL	6,000.39	.00	.00	.00	6,000.39	.00
0-1280-431-00-121-959-0-673	PCT1-40-0721-CR MILE 15 RD-R&B R&M SUPPL	2,400.12	.00	.00	.00	2,400.12	.00
0-1280-431-00-121-960-0-433	PCT1-48-0610-CR MILE 1½ E-R&B R&M SERVIC	41.45	.00	.00	.00	41.45	.00
0-1280-431-00-121-961-0-673	PCT1-48-0656-CR 3350-R&B R&M SUPPLIES	1,000.44	.00	.00	.00	1,000.44	.00
0-1280-431-00-121-962-0-673	PCT1-48-0711-CR MILE 3 E-R&B R&M SUPPLIE	2,000.62	.00	.00	.00	2,000.62	.00
0-1280-431-00-121-963-0-433	PCT1-49-0709-CR MILE 20 RD-R&B R&M SERVI	53.09	.00	.00	.00	53.09	.00
0-1280-431-00-121-963-0-673	PCT1-49-0709-CR MILE 20 RD-R&B R&M SUPPL	99.70	99.70	.00	.00	.00	100.00
0-1280-431-00-121-965-0-433	PCT1-53-0659-MARRO RD-R&B R&M SERVICES	500.00	.00	.00	.00	500.00	.00
0-1280-431-00-121-965-0-673	PCT1-53-0659-MARRO RD-R&B R&M SUPPLIES	1,500.27	.00	.00	.00	1,500.27	.00
0-1280-431-00-121-966-0-433	PCT1-53-0660-VALDEZ RD-R&B R&M SERVICES	50.22	.00	.00	.00	50.22	.00
0-1280-431-00-121-966-0-673	PCT1-53-0660-VALDEZ RD-R&B R&M SUPPLIES	3,317.50	3,317.50	.00	.00	.00	100.00
0-1280-431-00-121-967-0-433	PCT1-55-0713-CR MILE 1 E-R&B R&M SERVICE	512.48	.00	.00	.00	512.48	.00
0-1280-431-00-121-967-0-673	PCT1-55-0713-CR MILE 1 E-R&B R&M SUPPLIE	48.11	48.11	.00	.00	.00	100.00
0-1280-431-00-121-968-0-433	PCT1-56-0696-ENGLEMAN RD-R&B R&M SERVICE	47.09	.00	.00	.00	47.09	.00
0-1280-431-00-121-968-0-673	PCT1-56-0696-ENGLEMAN RD-R&B R&M SUPPLI	3,765.00	.00	.00	.00	3,765.00	.00
0-1280-431-00-121-969-0-433	PCT1-63-0710-HILL TOP GARDEN LN-R&B R&M	9,880.45	.00	.00	.00	9,880.45	.00
0-1280-431-00-122-950-0-433	PCT2-37-0581-OWASSA RD-R&B R&M SERVICES	19,600.25	.00	.00	.00	19,600.25	.00
0-1280-431-00-122-951-0-433	PCT2-37-0584-EL JAY DR-R&B R&M SERVICES	1,349.35	.00	.00	.00	1,349.35	.00
0-1280-431-00-122-952-0-433	PCT2-37-0584-GEARHART DR-R&B R&M SERVICE	749.73	.00	.00	.00	749.73	.00
0-1280-431-00-122-953-0-433	PCT2-37-0584-MOONLIGHT AVE-R&B R&M SERVI	1,123.76	.00	.00	.00	1,123.76	.00

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
0-1280-431-00-122-954-0-433	PCT2-37-0584-OAK AVE-R&B R&M SERVICES	900.27	.00	.00	.00	900.27	.00
0-1280-431-00-122-955-0-433	PCT2-37-0589-RIDGE RD-R&B R&M SERVICES	19,600.25	.00	.00	.00	19,600.25	.00
0-1280-431-00-122-956-0-433	PCT2-37-0591-AMANDA CT-R&B R&M SERVICES	1,572.35	.00	.00	.00	1,572.35	.00
0-1280-431-00-122-957-0-433	PCT2-37-0591-JON DR-R&B R&M SERVICES	1,497.44	.00	.00	.00	1,497.44	.00
0-1280-431-00-122-958-0-433	PCT2-37-0591-ALTA VISTA-R&B R&M SERVICES	748.52	.00	.00	.00	748.52	.00
0-1280-431-00-122-959-0-433	PCT2-37-0591-LEE DR-R&B R&M SERVICES	1,497.44	.00	.00	.00	1,497.44	.00
0-1280-431-00-122-960-0-433	PCT2-37-0605-EARLING RD-R&B R&M SERVICES	13,657.35	.00	.00	.00	13,657.35	.00
0-1280-431-00-122-961-0-433	PCT2-38-0598-VALLEY BLVD-R&B R&M SERVICE	6,045.33	.00	.00	.00	6,045.33	.00
0-1280-431-00-122-962-0-433	PCT2-40-0614-S TOWER RD-R&B R&M SERVICES	18,332.85	.00	.00	.00	18,332.85	.00
0-1280-431-00-122-963-0-433	PCT2-40-0715-ELDORA RD-R&B R&M SERVICES	9,012.65	.00	.00	.00	9,012.65	.00
0-1280-431-00-122-964-0-433	PCT2-48-0611-MOORE RD-R&B R&M SERVICES	8,288.89	.00	.00	.00	8,288.89	.00
0-1280-431-00-122-965-0-433	PCT2-48-0644-RIO GRANDE ST-R&B R&M SERVI	900.51	.00	.00	.00	900.51	.00
0-1280-431-00-122-966-0-433	PCT2-48-0644-NUECES ST-R&B R&M SERVICES	373.72	.00	.00	.00	373.72	.00
0-1280-431-00-122-967-0-433	PCT2-48-0644-SAN DIEGO ST-R&B R&M SERVIC	449.20	.00	.00	.00	449.20	.00
0-1280-431-00-122-968-0-433	PCT2-48-0644-SANTA BARBARA DR-R&B R&M SE	1,500.29	.00	.00	.00	1,500.29	.00
0-1280-431-00-122-969-0-433	PCT2-48-0644-SANTA CRUZ DR-R&B R&M SERVI	749.95	.00	.00	.00	749.95	.00
0-1280-431-00-122-970-0-433	PCT2-49-0661-RANCHO BLANCO RD-R&B R&M SE	5,473.25	.00	.00	.00	5,473.25	.00
0-1280-431-00-122-971-0-433	PCT2-49-0662-EL GATO RD-R&B R&M SERVICES	34,914.29	.00	.00	.00	34,914.29	.00
0-1280-431-00-122-972-0-433	PCT2-49-0712-N TOWER RD-R&B R&M SERVICES	15,204.93	.00	.00	.00	15,204.93	.00
0-1280-431-00-122-973-0-433	PCT2-49-0714-BORDER RD-R&B R&M SERVICES	17,349.04	.00	.00	.00	17,349.04	.00
0-1280-431-00-122-974-0-433	PCT2-51-0613-SIOUX RD-R&B R&M SERVICES	10,733.93	.00	.00	.00	10,733.93	.00
0-1280-431-00-122-975-0-433	PCT2-51-0616-CESAR CHAVEZ RD-R&B R&M SEV	23,507.29	.00	.00	.00	23,507.29	.00
0-1280-431-00-122-976-0-433	PCT2-56-0719-MINNESOTA RD-R&B R&M SERVIC	27,801.05	.00	.00	.00	27,801.05	.00
0-1280-431-00-122-977-0-433	PCT2-63-0786-NEBRASKA AVE-R&B R&M SERVIC	10,085.19	.00	.00	.00	10,085.19	.00
0-1280-431-00-123-950-0-433	PCT3-37-0582-TOM GILE RD-R&B R&M SERVICE	25,623.89	.00	.00	.00	25,623.89	.00
0-1280-431-00-123-951-0-433	PCT3-37-0583-SEVEN MILE RD-R&B R&M SERVI	29,262.41	.00	.00	.00	29,262.41	.00
0-1280-431-00-123-952-0-433	PCT3-37-0587-MINNESOTA-R&B R&M SERVICES	6,105.05	.00	.00	.00	6,105.05	.00
0-1280-431-00-123-953-0-433	PCT3-37-0592-PALM DR-R&B R&M SERVICES	3,848.67	.00	.00	.00	3,848.67	.00
0-1280-431-00-123-954-0-433	PCT3-37-0593-ABRAM RD-R&B R&M SERVICES	13,679.33	.00	.00	.00	13,679.33	.00
0-1280-431-00-123-955-0-433	PCT3-37-0594-PUERTO RICO RD-R&B R&M SERV	3,659.81	.00	.00	.00	3,659.81	.00
0-1280-431-00-123-956-0-433	PCT3-37-0597-JUAJOLOTE RD-R&B R&M SERVIC	2,175.91	.00	.00	.00	2,175.91	.00
0-1280-431-00-123-957-0-433	PCT3-37-0603-MILITARY RD-R&B R&M SERVICE	15,076.61	.00	.00	.00	15,076.61	.00
0-1280-431-00-123-958-0-433	PCT3-38-0595-WESTERN AVE-R&B R&M SERVICE	10,658.99	.00	.00	.00	10,658.99	.00

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
0-1280-431-00-123-959-0-433	PCT3-38-0596-BRUSHLINE RD-R&B R&M SERVIC	8,361.43	.00	.00	.00	8,361.43	.00
0-1280-431-00-123-960-0-433	PCT3-38-0604-COWBOYS RD-R&B R&M SERVICES	2,870.29	.00	.00	.00	2,870.29	.00
0-1280-431-00-123-961-0-433	PCT3-39-0625-TEN MILE RD-R&B R&M SERVICE	4,763.15	.00	.00	.00	4,763.15	.00
0-1280-431-00-123-962-0-433	PCT3-39-0639-"L" RD-R&B R&M SERVICES	1,545.43	.00	.00	.00	1,545.43	.00
0-1280-431-00-123-963-0-433	PCT3-40-0612-CHIHUAHUA RD-R&B R&M SERVIC	9,812.67	.00	.00	.00	9,812.67	.00
0-1280-431-00-123-964-0-433	PCT3-40-0637-KAIMAN RD-R&B R&M SERVICES	2,157.45	.00	.00	.00	2,157.45	.00
0-1280-431-00-123-965-0-433	PCT3-40-0716-PARIS STREET-R&B R&M SERVIC	14,185.36	.00	.00	.00	14,185.36	.00
0-1280-431-00-123-966-0-433	PCT3-43-0636-DREAMER RD-R&B R&M SERVICES	3,327.53	.00	.00	.00	3,327.53	.00
0-1280-431-00-123-967-0-433	PCT3-43-0638-KUTZUR RD-R&B R&M SERVICES	2,914.31	.00	.00	.00	2,914.31	.00
0-1280-431-00-123-968-0-433	PCT3-47-0573-TROSPER RD-R&B R&M SERVICES	4,535.95	.00	.00	.00	4,535.95	.00
0-1280-431-00-123-969-0-433	PCT3-47-0574-LA HOMA RD-R&B R&M SERVICES	6,451.53	.00	.00	.00	6,451.53	.00
0-1280-431-00-123-970-0-433	PCT3-48-0640-HILDA ST-R&B R&M SERVICES	14,185.36	.00	.00	.00	14,185.36	.00
0-1280-431-00-123-971-0-433	PCT3-50-0576-DOFFING RD-R&B R&M SERVICES	3,987.83	.00	.00	.00	3,987.83	.00
0-1280-431-00-123-972-0-433	PCT3-51-0575-INSPIRATION RD-R&B R&M SERV	6,972.67	.00	.00	.00	6,972.67	.00
0-1280-431-00-123-973-0-433	PCT3-51-0577-TWELVE MILE RD-R&B R&M SERV	7,919.81	.00	.00	.00	7,919.81	.00
0-1280-431-00-123-974-0-433	PCT3-51-0578-TEXAN AVE-R&B R&M SERVICES	11,075.05	.00	.00	.00	11,075.05	.00
0-1280-431-00-123-975-0-433	PCT3-51-0579-IOWA AVE-R&B R&M SERVICES	13,915.05	.00	.00	.00	13,915.05	.00
0-1280-431-00-123-976-0-433	PCT3-51-0606-ELEVEN MILE RD-R&B R&M SERV	7,603.15	.00	.00	.00	7,603.15	.00
0-1280-431-00-123-977-0-433	PCT3-51-0607-SIXTEEN MILE RD-R&B R&M SER	3,317.59	.00	.00	.00	3,317.59	.00
0-1280-431-00-123-978-0-433	PCT3-52-0609-NINE MILE RD-R&B R&M SERVIC	5,653.49	.00	.00	.00	5,653.49	.00
0-1280-431-00-123-979-0-433	PCT3-52-0620-TWO MILE RD-R&B R&M SERVICE	6,624.77	.00	.00	.00	6,624.77	.00
0-1280-431-00-123-980-0-433	PCT3-53-0623-THIRTEEN MILE RD-R&B R&M SE	3,343.15	.00	.00	.00	3,343.15	.00
0-1280-431-00-123-981-0-433	PCT3-53-0624-EIGHT MILE RD-R&B R&M SERVI	3,185.53	.00	.00	.00	3,185.53	.00
0-1280-431-00-123-982-0-433	PCT3-53-0633-FOURTEEN MILE RD-R&B R&M SE	9,825.45	.00	.00	.00	9,825.45	.00
0-1280-431-00-124-950-0-433	PCT4-39-0666-SUNNY LN-R&B R&M SERVICES	1,258.95	.00	.00	.00	1,258.95	.00
0-1280-431-00-124-951-0-433	PCT4-40-0692-HINOJOSA RD-R&B R&M SERVICE	12,754.56	.00	.00	.00	12,754.56	.00
0-1280-431-00-124-952-0-433	PCT4-48-0684-JESUS MARIA-R&B R&M SERVICE	8,045.98	.00	.00	.00	8,045.98	.00
0-1280-431-00-124-953-0-433	PCT4-49-0668-ANSLEY DR-R&B R&M SERVICES	25,147.79	.00	.00	.00	25,147.79	.00
0-1280-431-00-124-954-0-433	PCT4-49-0670-GRACE LN-R&B R&M SERVICES	27,492.09	.00	.00	.00	27,492.09	.00
0-1280-431-00-124-955-0-433	PCT4-49-0681-SABANITO RD-R&B R&M SERVICE	5,388.69	.00	.00	.00	5,388.69	.00
0-1280-431-00-124-956-0-433	PCT4-49-0683-BEAUMONT AVE-R&B R&M SERVIC	22,952.93	.00	.00	.00	22,952.93	.00
0-1280-431-00-124-957-0-433	PCT4-49-0707-BUCK ST-R&B R&M SERVICES	8,513.73	.00	.00	.00	8,513.73	.00
0-1280-431-00-124-958-0-433	PCT4-50-0726-SABANITO DR-R&B R&M SERVICE	34,028.93	.00	.00	.00	34,028.93	.00

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
0-1280-431-00-124-959-0-433	PCT4-50-0746-G I RD-R&B R&M SERVICES	25,331.09	.00	.00	.00	25,331.09	.00
0-1280-431-00-124-960-0-433	PCT4-50-0750-HARMONY LN-R&B R&M SERVICES	17,890.93	.00	.00	.00	17,890.93	.00
0-1280-431-00-124-961-0-433	PCT4-53-0673-MILE 20 RD-R&B R&M SERVICES	8,964.04	.00	.00	.00	8,964.04	.00
0-1280-431-00-124-962-0-433	PCT4-53-0675-SAN MARCOS ST-R&B R&M SERVI	5,174.92	.00	.00	.00	5,174.92	.00
0-1280-431-00-124-963-0-433	PCT4-53-0677-LEIGH ANN DR-R&B R&M SERVIC	13,426.29	.00	.00	.00	13,426.29	.00
0-1280-431-00-124-964-0-433	PCT4-53-0682-FRANCHESCA AVE-R&B R&M SERV	16,700.77	.00	.00	.00	16,700.77	.00
0-1280-431-00-124-965-0-433	PCT4-53-0695-KENYON-R&B R&M SERVICES	9,063.54	.00	.00	.00	9,063.54	.00
0-1280-431-00-124-966-0-433	PCT4-53-0744-ANGIE LN-R&B R&M SERVICES	20,299.43	.00	.00	.00	20,299.43	.00
0-1280-431-00-124-967-0-433	PCT4-53-0745-FILEGONA RD-R&B R&M SERVICE	7,564.69	.00	.00	.00	7,564.69	.00
0-1280-431-00-124-968-0-433	PCT4-53-0748-CESAR CHAVEZ RD-R&B R&M SEV	9,268.82	.00	.00	.00	9,268.82	.00
0-1280-431-00-124-969-0-433	PCT4-55-0697-HOLLIS RD-R&B R&M SERVICES	16,105.49	.00	.00	.00	16,105.49	.00
0-1280-431-00-124-970-0-433	PCT4-55-0776-RODGER'S RD-R&B R&M SERVICE	4,050.20	.00	.00	.00	4,050.20	.00
0-1280-431-00-124-971-0-433	PCT4-57-0725-LAGUNA SCEA RD-R&B R&M SERV	15,253.33	.00	.00	.00	15,253.33	.00
0-1280-431-00-124-972-0-433	PCT4-57-0751-TILMAN ST-R&B R&M SERVICES	6,282.45	.00	.00	.00	6,282.45	.00
0-1280-431-00-124-973-0-433	PCT4-57-0782-SHARP RD-R&B R&M SERVICES	14,731.49	.00	.00	.00	14,731.49	.00
0-1280-431-00-124-974-0-433	PCT4-57-0784-N ALAMO RD-R&B R&M SERVICES	14,428.91	.00	.00	.00	14,428.91	.00
0-1280-431-00-124-975-0-433	PCT4-57-0788-MILE 14½ RD-R&B R&M SERVICE	14,920.07	.00	.00	.00	14,920.07	.00
0-1280-431-00-124-976-0-433	PCT4-59-0789-TEX-MEX RD-R&B R&M SERVICES	10,640.20	.00	.00	.00	10,640.20	.00
0-1280-431-00-124-977-0-433	PCT4-63-0777-SUNFLOWER RD-R&B R&M SERVIC	29,941.32	.00	.00	.00	29,941.32	.00
0-1280-431-00-124-978-0-433	PCT4-63-0780-BRUSHLINE RD-R&B R&M SERVIC	27,585.93	.00	.00	.00	27,585.93	.00
0-1280-431-00-124-979-0-433	PCT4-63-0785-ROMAN CIRCLE-R&B R&M SERVIC	24,367.79	.00	.00	.00	24,367.79	.00
0-1280-431-00-124-980-0-433	PCT4-63-0787-CURVE RD-R&B R&M SERVICES	15,327.80	.00	.00	.00	15,327.80	.00
0-1284-421-00-280-037-0-442	OCDE-EQUIP & VEHICLE RENTALS	7,750.00	6,000.00	750.00	750.00	1,000.00	87.10
0-1287-452-00-110-071-0-739	NATIONAL RECREATIONAL-OTHER STRUCTURES	114,797.00	.00	.00	.00	114,797.00	.00
0-1287-465-20-110-070-9-442	EDA-EQUIP & VEHICLE RENTALS	2,295.00	2,295.00	.00	.00	.00	100.00
0-1291-412-00-270-003-9-442	HIDTA TASK FORCE-EQUIP & VEHICLE RENTALS	17,125.59	15,874.41	.00	.00	1,251.18	92.69
0-1292-441-00-350-001-0-442	WIC ADM-EQUIP & VEHICLE RENTALS	1,814.00	1,314.00	.00	.00	500.00	72.44
0-1292-441-00-350-001-0-613	WIC ADM-SAFETY SUPPLIES	200.00	.00	.00	.00	200.00	.00
0-1292-441-00-350-001-0-679	WIC ADM-OTHER R&M SUPPLIES	1,000.00	.00	.00	.00	1,000.00	.00
0-1293-441-00-340-011-0-442	TDH T.B.ELIM-EQUIP & VEHICLE RENTALS	9,483.00	.00	.00	.00	9,483.00	.00
0-1293-441-00-340-013-0-442	TDH PHPSB-EQUIP & VEHICLE RENTALS	3,845.40	3,839.64	.00	.00	5.76	99.85

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
0-1293-441-00-340-042-0-613	CPS/PHER-SAFETY SUPPLIES	3,000.00	.00	.00	.00	3,000.00	.00
0-1295-423-00-330-028-0-442	WESL B/C-EQUIP & VEHICLE RENTALS	500.00	.00	.00	.00	500.00	.00
0-1295-423-00-330-028-0-613	WESL B/C-SAFETY SUPPLIES	1,000.00	774.75	.00	.00	225.25	77.48
0-1295-423-00-330-028-0-679	WESL B/C-OTHER R&M SUPPLIES	7,500.00	1,370.68	.00	.00	6,129.32	18.28
0-1295-423-00-330-028-0-739	WESL B/C-OTHER STRUCTURES	35,000.00	.00	.00	.00	35,000.00	.00
0-1297-423-00-320-002-0-442	BASIC SUPERVISION-EQUIP &VEHICLE RENTALS	350.00	180.00	.00	.00	170.00	51.43
0-1297-423-00-320-005-0-613	RESTITUTION CTR-SAFETY SUPPLIES	575.70	.00	.00	.00	575.70	.00
0-1297-423-00-320-005-0-679	RESTITUTION CTR-OTHER R&M SUPPLIES	500.00	.00	.00	.00	500.00	.00
0-1311-431-00-121-071-1-731	BARBOSA LOPEZ #1-ROADS	72,075.20	72,075.20	13,936.27	13,936.27	-13,936.27	119.34
0-1311-431-00-121-103-1-731	BERNAL HEIGHTS #1-ROADS	19,752.99	.00	.00	.00	19,752.99	.00
0-1311-431-00-121-105-1-731	BERNAL-ROADS	654.64	.00	.00	.00	654.64	.00
0-1311-431-00-121-230-1-731	DIMAS #3-ROADS	53,732.25	.00	.00	.00	53,732.25	.00
0-1311-431-00-121-244-0-731	EL MESQUITE-ROADS	51,163.91	.00	.00	.00	51,163.91	.00
0-1311-431-00-121-495-0-731	NORTH CAPISALLO-ROADS	44,859.48	.00	.00	.00	44,859.48	.00
0-1311-431-00-121-571-0-731	PUESTA DEL SOL-ROADS	129,187.07	71,114.92	2,303.50	2,303.50	55,768.65	56.83
0-1311-431-00-121-631-0-731	ROSEDALE HEIGHTS-ROADS	4,030.05	.00	.00	.00	4,030.05	.00
0-1311-431-00-121-897-1-731	MEL GRAY-ROADS	2,257.77	.00	.00	.00	2,257.77	.00
0-1311-431-00-122-240-1-731	EL CHARRO #2-ROADS	24,184.56	24,113.50	3,492.54	3,492.54	-3,421.48	114.15
0-1311-431-00-122-406-1-731	LAS BRISAS-ROADS	370,162.20	.00	.00	.00	370,162.20	.00
0-1311-431-00-122-503-1-734	NORTHSIDE VILLAGE #2-SUBDIVISION STREETS	4,478.66	.00	.00	.00	4,478.66	.00
0-1311-431-00-122-557-1-731	PENTECOSTAL-ROADS	60,847.71	.00	.00	.00	60,847.71	.00
0-1311-431-00-122-620-0-731	ROADRUNNER #2-ROADS	9,046.04	.00	.00	.00	9,046.04	.00
0-1311-431-00-122-693-0-731	SOUTH SIDE VILLAGE-ROADS	37,955.76	.00	.00	.00	37,955.76	.00
0-1311-431-00-122-740-0-731	TINY ACRES-ROADS	53,118.24	.00	.00	.00	53,118.24	.00
0-1311-431-00-122-767-1-731	VAL BAR ESTATES-ROADS	40,283.88	.00	.00	.00	40,283.88	.00
0-1311-431-00-123-014-1-731	ACEVEDO S/D #4-ROADS	149,327.72	.00	.00	.00	149,327.72	.00
0-1311-431-00-123-015-0-731	ACOSTA S/D-ROADS	72,473.94	.00	.00	.00	72,473.94	.00
0-1311-431-00-123-312-0-731	HAVANA S/D-ROADS	59,329.37	.00	.00	.00	59,329.37	.00
0-1311-431-00-123-325-1-731	HILDA S/D #3-ROADS	32,565.88	.00	.00	.00	32,565.88	.00
0-1311-431-00-123-384-1-734	LA HOMA RD N S/D-SUBDIVISION STREETS	7,373.00	.00	.00	.00	7,373.00	.00
0-1311-431-00-123-385-1-731	LA HOMA RD S S/D-ROADS	46,181.16	.00	.00	.00	46,181.16	.00
0-1311-431-00-123-427-1-731	LOS EBANOS S/D-ROADS	41,233.92	.00	.00	.00	41,233.92	.00

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
0-1311-431-00-123-488-1-731	MUNOZ ESTATES-ROADS	102,121.59	.00	.00	.00	102,121.59	.00
0-1311-431-00-124-129-0-731	CALMA ESTATES #2-ROADS	12,484.27	.00	.00	.00	12,484.27	.00
0-1311-431-00-124-130-0-731	CALMA ESTATES #3-ROADS	27,210.61	.00	.00	.00	27,210.61	.00
0-1311-431-00-124-363-1-731	L & R GARZA-ROADS	34,148.02	.00	.00	.00	34,148.02	.00
0-1311-431-00-124-482-0-731	MORNING SIDE ESTATES-ROADS	1,774.14	.00	.00	.00	1,774.14	.00
0-1311-431-00-124-541-0-731	PALMA S/D #1-ROADS	73,148.63	.00	.00	.00	73,148.63	.00
0-1311-431-00-124-543-0-731	PALMA S/D #2-ROADS	71,772.12	.00	.00	.00	71,772.12	.00
0-1311-431-00-124-585-1-731	RAMBO ESTATES-ROADS	39,565.36	.00	.00	.00	39,565.36	.00
0-1311-431-00-124-612-0-731	RENA RAE S/D-ROADS	5,972.55	.00	.00	.00	5,972.55	.00
0-1312-431-00-121-063-0-731	BALLI ESTATES-ROADS	390,547.50	.00	.00	.00	390,547.50	.00
0-1312-431-00-121-120-0-731	BRENDA GAY-ROADS	69,226.50	.00	.00	.00	69,226.50	.00
0-1312-431-00-121-148-0-731	CHAPA NORTH-ROADS	67,032.90	.00	.00	.00	67,032.90	.00
0-1312-431-00-121-149-0-731	CHAPA SOUTH-ROADS	66,048.15	.00	.00	.00	66,048.15	.00
0-1312-431-00-121-181-0-731	COLONIA SAENZ-ROADS	32,576.50	.00	.00	.00	32,576.50	.00
0-1312-431-00-121-185-0-731	COLONIA WHALEN ROAD-ROADS	64,076.00	.00	.00	.00	64,076.00	.00
0-1312-431-00-121-215-0-731	DE ANDA SUBDIVISION-ROADS	34,216.00	.00	.00	.00	34,216.00	.00
0-1312-431-00-121-220-1-731	DELTA WEST SUBDIVISION-ROADS	217,183.50	.00	.00	.00	217,183.50	.00
0-1312-431-00-121-228-1-731	DIAZ SUBDIVISION-ROADS	38,012.50	.00	.00	.00	38,012.50	.00
0-1312-431-00-121-232-0-731	COLONIA BOYCE-ROADS	97,924.00	.00	.00	.00	97,924.00	.00
0-1312-431-00-121-319-0-731	HIGH POINT SUBDIVISION-ROADS	88,200.00	.00	.00	.00	88,200.00	.00
0-1312-431-00-121-362-0-731	L & P-ROADS	48,180.52	.00	.00	.00	48,180.52	.00
0-1312-431-00-121-387-0-731	LA MESA SUBDIVISION-ROADS	92,324.50	.00	.00	.00	92,324.50	.00
0-1312-431-00-121-423-0-731	LOS CASTILLOS ESTATES-ROADS	58,263.70	45,671.49	.00	.00	12,592.21	78.39
0-1312-431-00-121-461-0-731	MID-VALLEY ESTATES-ROADS	149,324.98	.00	.00	.00	149,324.98	.00
0-1312-431-00-121-687-0-731	SO. PALM GARDENS EST.#1-ROADS	42,764.98	.00	40,863.12	40,863.12	1,901.86	95.55
0-1312-431-00-121-688-0-731	SO. PALM GARDENS EST.#2-ROADS	35,373.00	.00	31,573.50	31,573.50	3,799.50	89.26
0-1312-431-00-121-779-0-731	VALLEY VIEW ESTATES-ROADS	97,107.50	.00	.00	.00	97,107.50	.00
0-1312-431-00-121-790-0-731	VILLAGE GROVE #2-ROADS	30,919.00	.00	.00	.00	30,919.00	.00
0-1312-431-00-121-804-0-731	WES-MER SUBDIVISION-ROADS	54,466.50	.00	.00	.00	54,466.50	.00
0-1312-431-00-121-855-0-731	ASH COUNTY-ROADS	62,438.50	.00	.00	.00	62,438.50	.00
0-1312-431-00-121-860-0-731	CHAPA #2-ROADS	181,286.00	.00	.00	.00	181,286.00	.00
0-1312-431-00-121-895-0-731	MARY ANN-ROADS	152,036.00	.00	.00	.00	152,036.00	.00

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
0-1312-431-00-121-896-0-731	MCKEE #1-ROADS	53,328.00	.00	.00	.00	53,328.00	.00
0-1312-431-00-122-262-0-731	ESPERANZA ESTATES SUBD-ROADS	85,902.04	85,824.00	.00	.00	78.04	99.91
0-1312-431-00-122-460-1-731	MESQUITE ACRES SUBD-ROADS	93,441.06	.00	.00	.00	93,441.06	.00
0-1312-431-00-122-596-0-731	RANCHO ESCONDIDO SUBD-ROADS	195,162.89	.00	.00	.00	195,162.89	.00
0-1312-431-00-122-890-0-731	LOS ENCINOS #1 SUBD-ROADS	3,126.41	.00	.00	.00	3,126.41	.00
0-1312-431-00-122-891-0-731	LOS ENCINOS #2 SUBD-ROADS	8,105.44	.00	.00	.00	8,105.44	.00
0-1312-431-00-122-900-0-731	MORNINGSIDE SOUTH SUBD-ROADS	157,973.34	.00	.00	.00	157,973.34	.00
0-1312-431-00-122-937-0-731	ALDAMAS SUBD 1 & 2-ROADS	221,310.94	.00	.00	.00	221,310.94	.00
0-1312-431-00-123-055-0-731	ARIEL HINOJOSA SUBD-ROADS	92,800.00	.00	.00	.00	92,800.00	.00
0-1312-431-00-123-079-0-731	BASHAM #14-ROADS	140,015.25	.00	.00	.00	140,015.25	.00
0-1312-431-00-123-082-0-731	BASHAM #18-ROADS	67,467.73	43,330.00	.00	.00	24,137.73	64.22
0-1312-431-00-123-141-0-731	CASA DE LOS VECINOS-ROADS	317,837.00	.00	.00	.00	317,837.00	.00
0-1312-431-00-123-234-0-731	DUDE HILL #1-ROADS	42,656.46	.00	.00	.00	42,656.46	.00
0-1312-431-00-123-324-0-731	HILDA SUBDIVISION #2-ROADS	84,176.06	65,215.85	.00	.00	18,960.21	77.48
0-1312-431-00-123-380-0-731	LA HOMA GROVE ESTATES-ROADS	2,847.00	.00	.00	.00	2,847.00	.00
0-1312-431-00-123-397-0-731	LA SUENA SUBDIVISION-ROADS	161,208.41	.00	.00	.00	161,208.41	.00
0-1312-431-00-123-421-0-731	LOMA LINDA HEIGHTS-ROADS	361,438.75	.00	.00	.00	361,438.75	.00
0-1312-431-00-123-470-1-731	MONICA ACRES-ROADS	2,562.00	.00	.00	.00	2,562.00	.00
0-1312-431-00-123-536-0-731	PALM LAKE ESTATES #1-ROADS	320,128.93	.00	.00	.00	320,128.93	.00
0-1312-431-00-123-536-1-731	PALM LAKE ESTS #1-ROADS	140,622.00	.00	.00	.00	140,622.00	.00
0-1312-431-00-123-780-1-731	VEREDA TROPICAL-ROADS	90,779.50	.00	.00	.00	90,779.50	.00
0-1312-431-00-124-274-0-731	FOSTER SUBDIVISION-ROADS	59,889.34	.00	.00	.00	59,889.34	.00
0-1312-431-00-124-300-0-731	HACIENDA DE LOS VEGAS-ROADS	86,200.00	.00	.00	.00	86,200.00	.00
0-1312-431-00-124-329-0-731	HOEN DRIVE SUBD-ROADS	194,027.82	.00	.00	.00	194,027.82	.00
0-1312-431-00-124-401-0-731	LAKEVIEW SUBVISION-ROADS	264,777.00	.00	.00	.00	264,777.00	.00
0-1312-431-00-124-406-0-731	LAS BRISAS-ROADS	93,836.25	.00	.00	.00	93,836.25	.00
0-1312-431-00-124-657-0-731	SEMINARY VILLAGE SUBD-ROADS	96,647.00	.00	.00	.00	96,647.00	.00
0-1312-431-00-124-752-0-731	TRENTON TERRACE-ROADS	81,503.20	.00	.00	.00	81,503.20	.00
0-1312-431-00-124-844-0-731	COL ESPERANZA #2-ROADS	57,100.00	.00	.00	.00	57,100.00	.00
0-1312-431-00-124-882-0-731	LA FLOR ESTATES-ROADS	66,845.00	.00	.00	.00	66,845.00	.00
0-1312-431-00-124-883-0-731	LA FLOR GARDENS-ROADS	66,845.00	.00	.00	.00	66,845.00	.00
0-1312-431-00-124-886-0-731	LABORSITA-ROADS	37,307.18	36,520.00	.00	.00	787.18	97.89

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
0-1315-431-00-121-039-0-731	TXDOT-MILE 6 WEST(US83-SH107)-ROADS	176,640.45	176,640.45	.00	.00	.00	100.00
0-1315-431-00-121-040-0-731	TXDOT-MILE 2 WEST(MILE12-US83)-ROADS	3,746.95	3,746.95	.00	.00	.00	100.00
0-1315-431-00-122-016-0-731	TXDOT-"I" ROAD-ROADS	368,122.52	75,811.28	.00	.00	292,311.24	20.59
0-1315-431-00-122-028-0-731	TXDOT-S. MCCOLL ROAD-ROADS	68,663.59	.00	.00	.00	68,663.59	.00
0-1315-431-00-123-035-0-739	TXDOT-SRS-CSJ#092102109-OTHER STRUCTURES	1,879.36	.00	.00	.00	1,879.36	.00
0-1330-421-00-115-050-0-739	SHERIFF ADM BLDG-OTHER STRUCTURES	6,053.52	.00	.00	.00	6,053.52	.00
0-1331-431-00-121-016-0-731	CO,2001-PCT1-ROADS	5,391.00	.00	.00	.00	5,391.00	.00
0-1334-415-15-122-042-0-739	CO,2004-PCT2-TAX OFFICE-OTHER STRUCTURES	269,509.00	.00	.00	.00	269,509.00	.00
0-1334-431-00-121-025-0-731	CO,2004-PCT1-ROADS	7,780.51	.00	.00	.00	7,780.51	.00
0-1334-431-00-122-021-0-739	CO,2004-PCT2-OTHER STRUCTURES	269,509.00	.00	.00	.00	269,509.00	.00
0-1334-441-00-122-041-0-739	CO,2004-PCT2-WIC/HHS-OTHER STRUCTURES	269,509.00	.00	.00	.00	269,509.00	.00
0-1334-441-00-340-022-0-739	CO,2004-H/D EDBG-OTHER STRUCTURES	272.13	.00	.00	.00	272.13	.00
0-1336-412-00-122-043-0-739	CO,2006-PCT2-JP/CONSTABLES-OTHER STRUCTU	269,508.00	.00	.00	.00	269,508.00	.00
0-1336-419-40-220-025-0-739	CO,2006-ADM BLDG-OTHER STRUCTURES	164,812.55	.00	.00	.00	164,812.55	.00
0-1336-419-40-220-028-0-739	CO,2006-CRTHSE ADDL PRK-OTHER STRUCTURES	73,694.42	53,694.42	.00	.00	20,000.00	72.86
0-1336-431-00-121-041-0-731	CO,2006-PCT1-ROADS	328,655.56	183,219.95	.00	.00	145,435.61	55.75
0-1336-431-00-121-041-0-734	CO,2006-PCT1-SUBDIVISION STREETS	30.00	.00	.00	.00	30.00	.00
0-1336-431-00-121-076-0-731	CO2006-PCT1 M10N (M4W-E1215') WIDEN-ROAD	60,000.00	.00	.00	.00	60,000.00	.00
0-1336-431-00-123-045-0-731	CO,2006-PCT3 LA HOMA(SH495-FM1924)-ROADS	112,705.00	112,705.00	.00	.00	.00	100.00
0-1336-431-00-123-051-0-731	CO,2006-PCT3 M3N (TOMGILL-FM2221)-ROADS	45,001.77	45,001.77	.00	.00	.00	100.00
0-1336-431-00-123-080-0-731	CO,2006-PCT3 M4N (TOMGILL-FM2221)-ROADS	77,165.00	49,665.00	.00	.00	27,500.00	64.36
0-1336-431-00-123-081-0-731	CO,2006-PCT3 CIRCLE 6RD(N&S OF M4)-ROADS	50,000.00	50,000.00	.00	.00	.00	100.00
0-1336-431-00-124-031-0-731	CO,2006-PCT4 TRENTON(I RD-FM493)-ROADS	500,000.00	.00	.00	.00	500,000.00	.00
0-1336-431-00-124-035-0-731	CO,2006-PCT4 WALLACE(FM1925-FM490)-ROADS	44,192.00	.00	.00	.00	44,192.00	.00
0-1336-441-00-340-022-0-739	CO,2006-H/D EDBG-OTHER STRUCTURES	11,761.08	.00	.00	.00	11,761.08	.00
0-1339-431-00-121-058-0-731	CO2009-PCT1 VICTORIA(M9½N-M12N)-ROAD	186,566.00	.00	.00	.00	186,566.00	.00
0-1339-431-00-124-038-0-739	CO2009-PCT4 AGUILAR POND-OTHER STRUCTURE	20,000.00	.00	.00	.00	20,000.00	.00
0-2201-415-00-115-009-0-442	DBM-HEALTH INS ADM-EQUIP & VEH RENTALS	2,000.00	1,509.82	.00	.00	490.18	75.49
0-2202-419-50-115-065-0-442	DBM-W/C DIV-EQUIP & VEHICLE RENTALS	6,000.00	189.37	2.00	2.00	5,808.63	3.19

AI-20016 **13.D.**

Approval for Extension of Bid Opening date-"Geo-Grid Reinforcement Material"

CC CONSENT

Date:	02/23/2010
Submitted By:	Sandy Suarez, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department

Information

CAPTION

Pursuant to Texas Local Government Code, 262.026 (a):
1. Recommedation to approve the extension of bid opening date (to be issued through Addendum by Purchasing Agent) from Wednesday, February 24, 2010 to either Wednesay, March 03 or 10, 2010 for: RFB NO.: 2010-035-"Geo-Grid Reinforcement Material" for Hidalgo County Commissioner Precinct 2 so as to allow more time for County to respond to questions/inquires submitted by potential participating vendors;

2. Discussion, consideration and approval of an "Order" delegating the continued authority to Purchasing Agent to make extension under this subsection when official official (i.e Purchasing Agent) who makes purchases for the County determines that it is in the best interest of the County.

BACKGROUND

Fiscal Impact

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

BUDGETARY IMPACT:

No Fiscal Impact on this Agenda Item.

Attachments

Link: Purchasing Code 262.026

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	02/19/2010 02:52 PM	APRV
2	Budget & Management	Erika Zamora	02/19/2010 03:02 PM	APRV
3	Roland Garcia	Rolando Garcia	02/19/2010 04:57 PM	APRV
4	Auditor's Office		02/19/2010 05:17 PM	NEW

Form Started By: Sandy Suarez — Started On: 02/18/2010 03:44 PM

Final Approval Date: 02/19/2010

§ 262.0256. Pre-bid Conference

Text of section as amended by Acts 2003, 78th Leg., ch. 725, § 1. Seem also, text of § 262.0256 as amended by Acts 2003, 78th Leg., ch. 660, § 1.

The commissioners court of a county or the governing body of a district or authority created under Section 59, Article XVI, Texas Constitution, if the governing body is the commissioners court of the county in which the district is located, may require a principal, officer, or employee of each prospective bidder to attend a mandatory pre-bid conference conducted for the purpose of discussing contract requirements and answering questions of prospective bidders.

Added by Acts 2001, 77th Leg., ch. 255, § 1, eff. May 22, 2001. Amended by Acts 2003, 78th Leg., ch. 725, § 1, eff. Sept. 1, 2003.

§ 262.026. Opening of Bids

(a) The county official who makes purchases for the county shall open the bids on the date specified in the notice. The date specified in the notice may be extended if the commissioners court determines that the extension is in the best interest of the county. All bids, including those received before an extension is made, must be opened at the same time. The commissioners court may adopt an order that delegates the authority to make extensions under this subsection to the county official who makes purchases for the county.

(b) Opened bids shall be kept on file and available for inspection by anyone desiring to see them.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987. Amended by Acts 1999, 76th Leg., ch. 505, § 3, eff. Sept. 1, 1999.

§ 262.027. Awarding of Contract

(a) The officer in charge of opening the bids shall present them to the commissioners court in session. Except as provided by Subsection (e), the court shall:

(1) award the contract to the responsible bidder who submits the lowest and best bid; or

(2) reject all bids and publish a new notice.

(b) If two responsible bidders submit the lowest and best bid, the commissioners court shall decide between the two by drawing lots in a manner prescribed by the county judge.

(c) A contract may not be awarded to a bidder who is not the lowest dollar bidder meeting specifications unless, before the award, each lower bidder is given notice of the proposed award and is given an opportunity to appear before the commissioners court and present evidence concerning the lower bidder's responsibility.

(d) In determining the lowest and best bid for a contract for the purchase of earth-moving, material-handling, road maintenance, or construction equipment, the commissioners court may consider the information submitted under Section 262.0255.

(e) In determining the lowest and best bid for a contract for the purchase of road construction material, the commissioners court may consider the pickup and delivery locations of the bidders and the cost to the county of delivering or hauling the material to be purchased. The commissioners court may award contracts for the purchase of road construction material to more than one bidder if each of the selected bidders submits the lowest and best bid for a particular location or type of material.

(f) Notwithstanding any other requirement of this section, the commissioners court may condition acceptance of a bid on compliance with a requirement for attendance at a mandatory pre-bid conference under Section 262.0256.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987. Amended by Acts 1991, 72nd Leg., ch. 416, § 2, eff. Sept. 1, 1991; Acts 1993, 73rd Leg., ch. 127, § 1, eff. May 11, 1993; Acts 2001, 77th Leg., ch. 255, § 2, eff. May 22, 2001.

§ 262.0271. Consideration of Health Insurance Provided by Bidder

(a) In this section, "comparable health insurance coverage" means health insurance benefits provided by a bidder or a subcontractor a bidder intends to use that are comparable to the health insurance benefits provided for employees of the county.

(b) In purchasing items under this chapter through a competitive bidding process, if a county receives one or more bids from a bidder who provides comparable health insurance coverage to its employees and requires a subcontractor the bidder intends to use to provide comparable health insurance coverage to the subcontractor's employees and whose bid is within five percent of the lowest bid price received by the county from a bidder who does not provide or require comparable health insurance coverage, the commissioners court of the county may give preference to the bidder who provides and requires comparable health insurance coverage.

AI-20008 **13.E.**

Request for Payment for V-A Architecture for Payments #8 & #9 Contract #C-09-037-01-13

CC CONSENT

Date:	02/23/2010
Submitted By:	Yolanda Cisneros, COMM. PCT. #2
Submitted For:	Yolanda Cisneros
Department:	COMM. PCT. #2
Agenda Category:	Purchasing Department

Information

CAPTION

Precinct #2:
Approval of Request for Payments Nos.8 (A-E)=$807.58 and/(+) No. 9 (A-E)=$2,301.91 for New Administration Offices for Precinct 2 and Other County Offices, V-A Architecture, Contract No C-09-037-01-13 after Auditor's review and processing procedures completed and authority for County Treasurer to issue payment.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1334-431-00-122-021-0-720
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
PO #617618

FISCAL YEAR: 2010 ACCT. #: 0-1334-441-00-122-041-0-720
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
PO #622522

FISCAL YEAR: 2010 ACCT. #: 0-1334-441-00-122-041-0-720
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
PO #622523

FISCAL YEAR: 2010 ACCT. #: 0-1334-415-15-122-042-0-720
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
PO #622524

FISCAL YEAR: 2010

ACCT. #: 0-1336-412-00-122-043-0-720

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

PO #622525

Attachments

Link: Payment No.8

Link: Payment No.9

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	02/19/2010 08:20 AM	APRV
2	Budget & Management	Erika Zamora	02/19/2010 08:27 AM	APRV
3	Roland Garcia		02/19/2010 05:17 PM	PEND

Form Started By: Yolanda Cisneros

Started On: 02/18/2010 01:34 PM

Final Approval Date: 02/19/2010

V·A Architecture

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

Project	**New Administration Offices for Hidalgo County Pct. 2 and Other County Offices**
Contract #	09-037-01-13
Requests for Payment:	#8 (A-E)
In the total Amount of: A. New Pct. 2 Administration PO# 617618 $32,573.88 B. Health Clinic PO# 622522 ($39,517.52) C. WIC Clinic PO# 622523 ($9,364.38) D. Tax Assessor Office PO# 622524 $10,308.36 E. Justice of the Peace Office PO# 622525 $5,192.08	($807.58)
Submitted by:	V·A Architecture
For Period to:	December 31, 2009

Reviewed and Approved by:

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

SEE ATTACHED ACCOUNT LIST

Date:

INVOICE RECEIVED BY:
Esmeralda Molina ON 2·12·2010
GOODS/SERVICES RECEIVED BY:
Hector Palacios ON 2·12·2010

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

Request for Payment #8

New Precinct #2 Administration

617618

0-1334-431-00-122-021-0-720 $32,573.88

Req. #149224

Health Clinic

622522

0-1334-441-00-122-041-0-720 ($39,517.52)

Req. #154912

WIC Clinic

622523

0-1334-441-00-122-041-0-720 ($9,364.38)

Req. #154921

Tax Assessor Office

622524

0-1334-415-15-122-042-0-720 $10,308.36

Req. #154932

Justice of the Peace Office

622525

0-1336-412-00-122-043-0-720 $5,192.08

Req. #154936

V·A Architecture

REQUEST FOR PAYMENT NO: **Eight (08) - A**

Project Name: New Pct. 2 Administration Office & Other County Offices: Pct. 2 Offices
for Hidalgo County, Pharr, Texas No. 08-1016

Architetural Firm: V-A Architecture

Contract No 09-037-01-13
P.O. # 617618

Address: 2029 Industrial Drive

City/State McAllen, Texas 78504

TOTAL PROJECT COST			**$1,176,000.00**	[13a] **Arch % Rate:**	**6.5%**	***$**	**$76,440.00**
+ *First Bidding Phase - 09/02/09							$2,889.02
						Max. Contract Amt.	**$79,329.02**

Scope of Services		Estimated Budget	% Completed To Date	Total Due	Less Prev. Payments	Amount Due This Request
Schematic Desgign						
A/E Fee	15%	$ 11,466.00	100%	$ 11,466.00	$ 5,986.08	$ 5,479.92
Design Development						
A/E Fee	20%	$ 15,288.00	100%	$ 15,288.00	$ 7,981.45	$ 7,306.55
Constr. Doc. Phase						
A/E Fee	40%	$ 30,576.00	100%	$ 30,576.00	$ 15,962.89	$ 14,613.11
Bidding Phase 09/02/09						
5% of	$888,929.87 *	$ 2,889.02 ^	100%	$ 2,889.02	$ 1,995.36	$ 893.66
Bidding Phase 10/28/09						
A/E Fee	5%	$ 3,822.00	100%	$ 3,822.00	$ 0.00	$ 3,822.00
Construction Adm.						
A/E Fee	20%	$ 15,288.00	3%	$ 458.64	$ 0.00	$ 458.64
Reimbursables		$ 0.00	0%	$ 0.00	$ 0.00	$ 0.00
TOTALS		$ 79,329.02		$ 64,499.66	$ 31,925.78	$ 32,573.88
					Total Amount This Request	$ **32,573.88**

*This Project went through the Bidding Phase twice; therefore, the first Bidding Phase is being billed using the Lowest Responsive received on 9/2/09
$888,929.87 x Arch % Rate of 6.5% = $57,780.44 x Bidding Phase of 5.0% = $2,889.02 ^

	Total Cost		Total SF	Cost/SF	SF for this bldg	
Base Bid for Pct. 2 Offices						$697,000.00 [7a]
Alt. #1 Exterior Oudtoor Solar Lighting	$218,000.00	[6b]	35,691	$6.107982	5,856	$35,768.34
Alt.#2 Grid-Tie Wind Turbine Generator Sy	$92,000.00	[6c]	35,691	$2.577681	5,856	$15,094.90
Alt.#3 Grid-Tie Photovoltaic & Inverter Sys	$220,000.00	[6d]	35,691	$6.164019	5,856	$36,096.50
Alt.#4 Insulated Concrete Forms	$66,000.00	[6e]	35,691	$1.849206	5,856	$10,828.95
Sitework	$573,769.30	[2,5]	35,691	$16.076022	5,856	$94,141.18
Lowest Responsive Bid Received on 9/2/09 for Pct. 2 Offices						$888,929.87 *

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

VA Architecture — December 31, 2009
Architect — Date

Reynaldo Vargas, A.I.A.

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

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

V·A Architecture

REQUEST FOR PAYMENT NO: **Eight (08) - B**

Project Name: New Pct. 2 Administration Office & Other County Offices: Health Clinic **for Hidalgo County, Pharr, Texas** No. 08-1016

Architetural Firm: V-A Architecture

Contract No 09-037-01-13
P.O. # 622522

Address: 2029 Industrial Drive

City/State McAllen, Texas 78504

TOTAL PROJECT COST		**$1,177,930.96** ■	**Arch % Rate:**	**6.5%**	***$**	**$76,565.51**
	Total Cost[2]	Total SF of Project	Cost/SF	SF for this bldg		
Health Clinic	$1,457,000.00 ■ 13b	14,817	$98.332996	11,979 ■	$1,177,930.96	

■ The cost of $1,457,000 and the total sq refers to both the Health Clinic and WIC; 11,979 sf is portion for Clinic only

\+ *First Bidding Phase - 09/02/09 $4,967.63

Max. Contract Amt. $81,533.14

Scope of Services		Estimated Budget 13b	% Completed To Date	Total Due	Less Prev. Payments	Amount Due This Request
Schematic Desgign						
A/E Fee	15%	$ 11,484.83	100%	$ 11,484.83	$ 19,911.93	$ (8,427.10)
Design Development						
A/E Fee	20%	$ 15,313.10	100%	$ 15,313.10	$ 26,549.24	$ (11,236.14)
Constr. Doc. Phase						
A/E Fee	40%	$ 30,626.20	100%	$ 30,626.20	$ 53,098.47	$ (22,472.27)
Bidding Phase 09/02/09						
5% of $1,528,501.52 *		$ 4,967.63 ^	100%	$ 4,967.63	$ 6,637.31	$ (1,669.68)
Bidding Phase 10/28/09						
A/E Fee	5%	$ 3,828.28	100%	$ 3,828.28	$ 0.00	$ 3,828.28
Construction Adm.						
A/E Fee	20%	$ 15,313.10	3%	$ 459.39	$ 0.00	$ 459.39
Reimbursables		$ 0.00	0%	$ 0.00	$ 0.00	$ 0.00
TOTALS		$ 81,533.14		$ 66,679.43	$ 106,196.95	$ (39,517.52)
					Total Amount This Request	**$ (39,517.52)**

*This Project went through the Bidding Phase twice; therefore, the first Bidding Phase is being billed using the Lowest Responsive received on 9/2/09

$1,528,501.52 x Arch % Rate of 6.5% = $99,352.60 x Bidding Phase of 5.0% = **$4,967.63** ^

	Total Cost		Total SF	Cost/SF	SF for this bldg	
Base Bid for Health Clinic	$1,405,000.00	7b	14,817	$94.823514	11,979	$1,135,890.87 ▣
Alt. #1 Exterior Oudtoor Solar Lighting	$218,000.00	6b	35,691	$6.107982	11,979	$73,167.52
Alt.#2 Grid-Tie Wind Turbine Generator Sys.	$92,000.00	6c	35,691	$2.577681	11,979	$30,878.04
Alt.#3 Grid-Tie Photovoltaic & Inverter Sys	$220,000.00	6d	35,691	$6.164019	11,979	$73,838.78
Alt.#4 Insulated Concrete Forms	$66,000.00	6e	35,691	$1.849206	11,979	$22,151.64
Sitework	$573,769.30	2,5	35,691	$16.076022	11,979	$192,574.67
Lowest Responsive Bid Received on 9/2/09 for Health Clinic						$1,528,501.52 *

▣ The cost of $1,405,000.00 and the total sq refers to both the Health Clinic and WIC; 11,979 sf is portion for Clinic only

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

VA Architecture — December 31, 2009
Architect — Date

Reynalde Vargas, A.I.A.

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

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

V·A Architecture

REQUEST FOR PAYMENT NO: **Eight (08) - C**

Project Name: New Pct. 2 Administration Office & Other County Offices:WIC **for Hidalgo County, Pharr, Texas** No. 08-1016

Architetural Firm: V-A Architecture Contract No 09-037-01-13 P.O. # 622523

Address: 2029 Industrial Drive

City/State McAllen, Texas 78504

TOTAL PROJECT COST		**$279,069.04** ■	**Arch % Rate:**	**6.5%**	***$**	**$18,139.49**
	Total Cost[2]	Total SF of Project	Cost/SF	SF for this bldg		
Health Clinic	$1,457,000.00 ■ 13b	14,817	$98.332996	2,838 ■	$279,069.04	

■ The cost of $1,457,000 and the total sq refers to both the Health Clinic and WIC; 2,838 sf is portion for WIC only

\+ *First Bidding Phase - 09/02/09 $1,176.90

Max. Contract Am $19,316.39

Scope of Services		Estimated Budget	% Completed To Date	Total Due	Less Prev. Payments	Amount Due This Request
Schematic Desgign						
A/E Fee	15%	$ 2,720.92	100%	$ 2,720.92	$ 4,717.82	$ (1,996.90)
Design Development						
A/E Fee	20%	$ 3,627.90	100%	$ 3,627.90	$ 6,290.43	$ (2,662.53)
Constr. Doc. Phase						
A/E Fee	40%	$ 7,255.80	100%	$ 7,255.80	$ 12,580.85	$ (5,325.05)
Bidding Phase 09/02/09						
5% of $362,124.33 *		$ 1,176.90 ^	100%	$ 1,176.90	$ 1,572.61	$ (395.71)
Bidding Phase 10/28/09						
A/E Fee	5%	$ 906.97	100%	$ 906.97	$	$ 906.97
Construction Adm.						
A/E Fee	20%	$ 3,627.90	3%	$ 108.84	$ 0.00	$ 108.84
Reimbursables		$ 0.00	0%	$ 0.00	$ 0.00	$ 0.00
TOTALS		$ 19,316.39		$ 15,797.33	$ 25,161.71	$ (9,364.38)
				Total Amount This Request		$ **(9,364.38)**

*This Project went through the Bidding Phase twice; therefore, the first Bidding Phase is being billed using the Lowest Responsive received on 9/2/09

$362,124.33 x Arch % Rate of **** = $23,538.08 x Bidding Phase of 5.0% = **$1,176.90** ^

	Total Cost		Total SF	Cost/SF	SF for this bldg	
BAse Bid for WIC	$1,405,000.00	7b	14,817	$94.823514	2,838	$269,109.13 ▲
Alt. #1 Exterior Oudtoor Solar Lighting	$218,000.00	6b	35,691	$6.107982	2,838	$17,334.45
Alt.#2 Grid-Tie Wind Turbine Generator Sys.	$92,000.00	6c	35,691	$2.577681	2,838	$7,315.46
Alt.#3 Grid-Tie Photovoltaic & Inverter Sys	$220,000.00	6d	35,691	$6.164019	2,838	$17,493.49
Alt.#4 Insulated Concrete Forms	$66,000.00	6e	35,691	$1.849206	2,838	$5,248.05
Sitework	$573,769.30	2,5	35,691	$16.076022	2,838	$45,623.75
Lowest Responsive Bid Received on 9/2/09 for WIC						$362,124.33 *

▲ The cost of $1,405,000.00 and the total sq refers to both the Health Clinic and WIC; 2,838 sf is portion for WIC only

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

V/A Architecture — December 31, 2009

Architect — Date

Reynaldo Vargas, A.I.A.

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

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

V·A Architecture

REQUEST FOR PAYMENT NO: **Eight (08) - D**

Project Name: New Pct. 2 Administration Office & Other County Offices:Tax Office **for Hidalgo County, Pharr, Texas** No. 08-1016

Architetural Firm: V-A Architecture

Contract No 09-037-01-13
P.O. # 622524

Address: 2029 Industrial Drive

City/State McAllen, Texas 78504

TOTAL PROJECT COST		**$1,136,000.00** [13c]	**Arch % Rate:**	**6.5% *$**		**$73,840.00**
+ *First Bidding Phase - 09/02/09						$2,644.55
					Max. Contract Amt.	**$76,484.55**
Scope of Services		**Estimated Budget**	**% Completed To Date**	**Total Due**	**Less Prev. Payments**	**Amount Due This Request**
Schematic Desgign A/E Fee	15%	$ 11,076.00	100%	$ 11,076.00	$ 9,722.10	$ 1,353.90
Design Development A/E Fee	20%	$ 14,768.00	100%	$ 14,768.00	$ 12,962.81	$ 1,805.19
Constr. Doc. Phase A/E Fee	40%	$ 29,536.00	100%	$ 29,536.00	$ 25,925.62	$ 3,610.38
Bidding Phase 09/02/09 5% of	$813,708.48 *	$ 2,644.55 ^	100%	$ 2,644.55	$ 3,240.70	$ (596.15)
Bidding Phase 10/28/09 A/E Fee	5%	$ 3,692.00	100%	$ 3,692.00	$ 0.00	$ 3,692.00
Construction Adm. A/E Fee	20%	$ 14,768.00	3%	$ 443.04	$ 0.00	$ 443.04
Reimbursables		$ 0.00	0%	$ 0.00	$ 0.00	$ 0.00
TOTALS		$ 76,484.55		$ 62,159.59	$ 51,851.23	$ 10,308.36
					Total Amount This Request	$ **10,308.36**

*This Project went through the Bidding Phase twice; therefore, the first Bidding Phase is being billed using the Lowest Responsive received on 9/2/09

$813,708.48 x Arch % Rate of 6.5% = $52,891.05 x Bidding Phase of 5.0% = **$2,644.55** ^

	Total Cost		Total SF	Cost/SF	SF for this bldg	
Base Bid for Tax Office						$644,000.00 [7c]
Alt. #1 Exterior Oudtoor Solar Lighting	$218,000.00	[6b]	35,691	$6.107982	5,178	$31,627.13
Alt.#2 Grid-Tie Wind Turbine Generator Sys.	$92,000.00	[6c]	35,691	$2.577681	5,178	$13,347.23
Alt.#3 Grid-Tie Photovoltaic & Inverter Sys	$220,000.00	[6d]	35,691	$6.164019	5,178	$31,917.29
Alt.#4 Insulated Concrete Forms	$66,000.00	[6e]	35,691	$1.849206	5,178	$9,575.19
Sitework	$573,769.30	[2,5]	35,691	$16.076022	5,178	$83,241.64
Lowest Responsive Bid Received on 9/2/09 for Tax Office						**$813,708.48** *

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

VA Architecture — December 31, 2009
Architect — Date

Reynaldo Vargas, A.I.A.

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

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

V·A Architecture

REQUEST FOR PAYMENT NO: **Eight (08) - E**

Project Name: New Pct. 2 Administration Office & Other County Offices: Justice of the Peace Office
for Hidalgo County, Pharr, Texas No. 08-1016

Architetural Firm: V-A Architecture

Contract No 09-037-01-13
P.O. # 622525

Address: 2029 Industrial Drive

City/State McAllen, Texas 78504

TOTAL PROJECT COST		**$1,306,000.00** 13d	**Arch % Rate:**	**6.5%**	***$**	**$84,890.00**
+ *First Bidding Phase - 09/02/09						$4,785.64
					Max. Contract Amt	**$89,675.64**

Scope of Services		Estimated Budget	% Completed To Date	Total Due	Less Prev. Payments	Amount Due This Request
Schematic Desgign A/E Fee	15%	$ 12,733.50	100%	$ 12,733.50	$ 12,752.79	$ (19.29)
Design Development A/E Fee	20%	$ 16,978.00	100%	$ 16,978.00	$ 17,003.73	$ (25.73)
Constr. Doc. Phase A/E Fee	40%	$ 33,956.00	100%	$ 33,956.00	$ 34,007.45	$ (51.45)
Bidding Phase 09/02/09 % of $1,472,505.12 *		$ 4,785.64 ^	100%	$ 4,785.64	$ 4,250.93	$ 534.71
Bidding Phase 10/28/09 A/E Fee	5%	$ 4,244.50	100%	$ 4,244.50	$ 0.00	$ 4,244.50
Construction Adm. A/E Fee	20%	$ 16,978.00	3%	$ 509.34	$ 0.00	$ 509.34
Reimbursables		$ 0.00	0%	$ 0.00	$ 0.00	$ 0.00
TOTALS		$ 89,675.64		$ 73,206.98	$ 68,014.90	$ 5,192.08
					Total Amount This Request	**$ 5,192.08**

*This Project went through the Bidding Phase twice; therefore, the first Bidding Phase is being billed using the Lowest Responsive received on 9/2/09
$1,472,505.12 x Arch % Rate of **** = $95,712.83 x Bidding Phase of 5.0% = **$4,785.64** ^

	Total Cost		Total SF	Cost/SF	SF for this bldg	
Base Bid for JOP Offices						$1,150,000.00 7d
Alt.#1 Exterior Oudtoor Solar Lighting	$218,000.00	6b	35,691	$6.107982	9,840	$60,102.54
Alt.#2 Grid-Tie Wind Turbine Generator Sys.	$92,000.00	6c	35,691	$2.577681	9,840	$25,364.38
Alt.#3 Grid-Tie Photovoltaic & Inverter Sys	$220,000.00	6d	35,691	$6.164019	9,840	$60,653.95
Alt.#4 Insulated Concrete Forms	$66,000.00	6e	35,691	$1.849206	9,840	$18,196.19
Sitework	$573,769.30	2,5	35,691	$16.076022	9,840	$158,188.06
Lowest Responsive Bid Received on 9/2/09 for JOP Offices						**$1,472,505.12** *

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

VA Architecture — December 31, 2009
Architect — Date

Reynaldo Vargas, A.I.A.

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

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

V·A Architecture

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

Project			**New Administration Offices for Hidalgo County Pct. 2 and Other County Offices**
Contract #			09-037-01-13
Requests for Payment:			#9 (A-E)
In the total Amount of:			$2,301.91
A. New Pct. 2 Administration	PO# 617618	$611.52	
B. Health Clinic	PO# 622522	$459.40	
C. WIC Clinic	PO# 622523	$108.83	
D. Tax Assessor Office	PO# 622524	$443.04	
E. Justice of the Peace Office	PO# 622525	$679.12	
Submitted by:			V·A Architecture
For Period to:			February 10, 2010

Reviewed and Approved by:

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

SEE ATTACHED ACCOUNT LIST

Date:

INVOICE RECEIVED BY: _____ ON 2/12/2010
GOODS/SERVICES RECEIVED BY: _____ ON 2/12/2010

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

Request for Payment #9

New Precinct #2 Administration

617618

0-1334-431-00-122-021-0-720 $611.52

Req. #149224

Health Clinic

622522

0-1334-441-00-122-041-0-720 $459.40

Req. #154912

WIC Clinic

622523

0-1334-441-00-122-041-0-720 $108.83

Req. #154921

Tax Assessor Office

622524

0-1334-415-15-122-042-0-720 $443.04

Req. #154932

Justice of the Peace Office

622525

0-1336-412-00-122-043-0-720 $679.12

Req. #154936

V·A Architecture

REQUEST FOR PAYMENT NO: **Nine (09) - A**

Project Name: New Pct. 2 Administration Office & Other County Offices: Pct. 2 Offices
for Hidalgo County, Pharr, Texas No. 08-1016

Architetural Firm: V-A Architecture

Contract No 09-037-01-13
P.O. # 617618

Address: 2029 Industrial Drive

City/State McAllen, Texas 78504

TOTAL PROJECT COST			**$1,176,000.00**	[13a] **Arch % Rate:**	**6.5%**	***$**	**$76,440.00**
+ *First Bidding Phase - 09/02/09							$2,889.02
						Max. Contract Amt.	**$79,329.02**

Scope of Services			**Estimated Budget**	**% Completed To Date**		**Total Due**		**Less Prev. Payments**		**Amount Due This Request**
Schematic Desgign A/E Fee	15%	$	11,466.00	100%	$	11,466.00	$	$11,466.00	$	0.00
Design Development A/E Fee	20%	$	15,288.00	100%	$	15,288.00	$	$15,288.00	$	0.00
Constr. Doc. Phase A/E Fee	40%	$	30,576.00	100%	$	30,576.00	$	$30,576.00	$	0.00
Bidding Phase 09/02/09 % of	$888,929.87 *	$	2,889.02 ^	100%	$	2,889.02	$	$2,889.02	$	0.00
Bidding Phase 10/28/09 A/E Fee	5%	$	3,822.00	100%	$	3,822.00	$	$3,822.00	$	0.00
Construction Adm. A/E Fee	20%	$	15,288.00	7%	$	1,070.16	$	$458.64	$	611.52
Reimbursables		$	0.00	0%	$	0.00	$	0.00	$	0.00
TOTALS		$	79,329.02		$	65,111.18	$	64,499.66	$	611.52
						Total Amount This Request			$	**611.52**

*This Project went through the Bidding Phase twice; therefore, the first Bidding Phase is being billed using the Lowest Responsive received on 9/2/09
$888,929.87 x Arch % Rate of 6.5% = $57,780.44 x Bidding Phase of 5.0% = $2,889.02 ^

	Total Cost		Total SF	Cost/SF	SF for this bldg		
Base Bid for Pct. 2 Offices						$697,000.00	[7a]
Alt. #1 Exterior Oudtoor Solar Lighting	$218,000.00	[6b]	35,691	$6.107982	5,856	$35,768.34	
Alt.#2 Grid-Tie Wind Turbine Generator Sy	$92,000.00	[6c]	35,691	$2.577681	5,856	$15,094.90	
Alt.#3 Grid-Tie Photovoltaic & Inverter Sys	$220,000.00	[6d]	35,691	$6.164019	5,856	$36,096.50	
Alt.#4 Insulated Concrete Forms	$66,000.00	[6e]	35,691	$1.849206	5,856	$10,828.95	
Sitework	$573,769.30	[2,5]	35,691	$16.076022	5,856	$94,141.18	
Lowest Responsive Bid Received on 9/2/09 for Pct. 2 Offices						$888,929.87	*

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

VA Architecture — Architect
February 10, 2010 — Date
Reynaldo Vargas, A.I.A.

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

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

V·A Architecture

REQUEST FOR PAYMENT NO: **Nine (09) - B**

Project Name: New Pct. 2 Administration Office & Other County Offices: Health Clinic **for Hidalgo County, Pharr, Texas** No. 08-1016

Architetural Firm: V-A Architecture

Contract No 09-037-01-13
P.O. # 622522

Address: 2029 Industrial Drive

City/State McAllen, Texas 78504

TOTAL PROJECT COST		**$1,177,930.96** ■	**Arch % Rate:**	**6.5%**	***$**	**$76,565.51**
	Total Cost[2]	Total SF of Project	Cost/SF	SF for this bldg		
Health Clinic	$1,457,000.00 ■ [13b]	14,817	$98.332996	11,979 ■	$1,177,930.96	

■ The cost of $1,457,000 and the total sq refers to both the Health Clinic and WIC; 11,979 sf is portion for Clinic only

\+ ***First Bidding Phase - 09/02/09** $4,967.63

Max. Contract Amt. **$81,533.14**

Scope of Services		Estimated Budget [13b]	% Completed To Date	Total Due	Less Prev. Payments	Amount Due This Request
Schematic Desgign						
A/E Fee	15%	$ 11,484.83	100%	$ 11,484.83	$ $11,484.83	$ 0.00
Design Development						
A/E Fee	20%	$ 15,313.10	100%	$ 15,313.10	$ $15,313.10	$ 0.00
Constr. Doc. Phase						
A/E Fee	40%	$ 30,626.20	100%	$ 30,626.20	$ $30,626.20	$ 0.00
Bidding Phase 09/02/09						
5% of $1,528,501.52 *		$ 4,967.63 ^	100%	$ 4,967.63	$ **$4,967.63**	$ 0.00
Bidding Phase 10/28/09						
A/E Fee	5%	$ 3,828.28	100%	$ 3,828.28	$ $3,828.28	$ 0.00
Construction Adm.						
A/E Fee	20%	$ 15,313.10	6%	$ 918.79	$ $459.39	$ 459.40
Reimbursables		$ 0.00	0%	$ 0.00	$ 0.00	$ 0.00
TOTALS		$ 81,533.14		$ 67,138.83	$ 66,679.43	$ 459.40
					Total Amount This Request	$ **459.40**

*This Project went through the Bidding Phase twice; therefore, the first Bidding Phase is being billed using the Lowest Responsive received on 9/2/09

$1,528,501.52 x Arch % Rate of 6.5% = $99,352.60 x Bidding Phase of 5.0% = **$4,967.63** ^

	Total Cost		Total SF	Cost/SF	SF for this bldg	
Base Bid for Health Clinic	$1,405,000.00	[7b]	14,817	$94.823514	11,979	$1,135,890.87 ▣
Alt. #1 Exterior Oudtoor Solar Lighting	$218,000.00	[6b]	35,691	$6.107982	11,979	$73,167.52
Alt.#2 Grid-Tie Wind Turbine Generator Sys.	$92,000.00	[6c]	35,691	$2.577681	11,979	$30,878.04
Alt.#3 Grid-Tie Photovoltaic & Inverter Sys	$220,000.00	[6d]	35,691	$6.164019	11,979	$73,838.78
Alt.#4 Insulated Concrete Forms	$66,000.00	[6e]	35,691	$1.849206	11,979	$22,151.64
Sitework	$573,769.30	[2,5]	35,691	$16.076022	11,979	$192,574.67
Lowest Responsive Bid Received on 9/2/09 for Health Clinic						$1,528,501.52 *

▣ The cost of $1,405,000.00 and the total sq refers to both the Health Clinic and WIC; 11,979 sf is portion for Clinic only

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

VA Architecture — December 31, 2009
Architect — Date

Reynaldo Vargas, A.I.A.

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

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

V·A Architecture

REQUEST FOR PAYMENT NO: **Nine (09) - C**

Project Name: New Pct. 2 Administration Office & Other County Offices:WIC **for Hidalgo County, Pharr, Texas** No. 08-1016

Architetural Firm: V-A Architecture Contract No 09-037-01-13 P.O. # 622523

Address: 2029 Industrial Drive

City/State McAllen, Texas 78504

TOTAL PROJECT COST		**$279,069.04**	**Arch % Rate:**	**6.5%**	***$**	**$18,139.49**
	Total Cost[2]	Total SF of Project	Cost/SF	SF for this bldg		
Health Clinic	$1,457,000.00 ■ 13b	14,817	$98.332996	2,838 ■	$279,069.04	

■ The cost of $1,457,000 and the total sq refers to both the Health Clinic and WIC; 2,838 sf is portion for WIC only

\+ *First Bidding Phase - 09/02/09 $1,176.90

Max. Contract Amt $19,316.39

Scope of Services		Estimated Budget	% Completed To Date	Total Due	Less Prev. Payments	Amount Due This Request
Schematic Desgign						
A/E Fee	15%	$ 2,720.92	100%	$ 2,720.92	$ $2,720.92	$ 0.00
Design Development						
A/E Fee	20%	$ 3,627.90	100%	$ 3,627.90	$ $3,627.90	$ 0.00
Constr. Doc. Phase						
A/E Fee	40%	$ 7,255.80	100%	$ 7,255.80	$ $7,255.80	$ 0.00
Bidding Phase 09/02/09						
5% of $362,124.33 *		$ 1,176.90 ^	100%	$ 1,176.90	$ $1,176.90	$ 0.00
Bidding Phase 10/28/09						
A/E Fee	5%	$ 906.97	100%	$ 906.97	$ $906.97	$ 0.00
Construction Adm.						
A/E Fee	20%	$ 3,627.90	6%	$ 217.67	$ $108.84	$ 108.83
Reimbursables		$ 0.00	0%	$ 0.00	$ 0.00	$ 0.00
TOTALS		$ 19,316.39		$ 15,906.16	$ 15,797.33	$ 108.83
					Total Amount This Request	**$ 108.83**

*This Project went through the Bidding Phase twice; therefore, the first Bidding Phase is being billed using the Lowest Responsive received on 9/2/09

$362,124.33 x Arch % Rate of **** = $23,538.08 x Bidding Phase of 5.0% = **$1,176.90** ^

	Total Cost		Total SF	Cost/SF	SF for this bldg	
BAse Bid for WIC	$1,405,000.00	7b	14,817	$94.823514	2,838	$269,109.13 ▣
Alt. #1 Exterior Oudtoor Solar Lighting	$218,000.00	6b	35,691	$6.107982	2,838	$17,334.45
Alt.#2 Grid-Tie Wind Turbine Generator Sys.	$92,000.00	6c	35,691	$2.577681	2,838	$7,315.46
Alt.#3 Grid-Tie Photovoltaic & Inverter Sys	$220,000.00	6d	35,691	$6.164019	2,838	$17,493.49
Alt.#4 Insulated Concrete Forms	$66,000.00	6e	35,691	$1.849206	2,838	$5,248.05
Sitework	$573,769.30	2,5	35,691	$16.076022	2,838	$45,623.75
Lowest Responsive Bid Received on 9/2/09 for WIC						$362,124.33 *

▣ The cost of $1,405,000.00 and the total sq refers to both the Health Clinic and WIC; 2,838 sf is portion for WIC only

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

V-A Architecture — December 31, 2009

Architect — Date

Reynaldo Vargas, A.I.A.

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

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

V·A Architecture

REQUEST FOR PAYMENT NO: **Nine (09) - D**

Project Name: New Pct. 2 Administration Office & Other County Offices:Tax Office **for Hidalgo County, Pharr, Texas** No. 08-1016

Architetural Firm: V-A Architecture

Contract No 09-037-01-13
P.O. # 622524

Address: 2029 Industrial Drive

City/State McAllen, Texas 78504

TOTAL PROJECT COST		**$1,136,000.00** [13c]	**Arch % Rate:**	**6.5%**	***$**	**$73,840.00**
+ *First Bidding Phase - 09/02/09						$2,644.55
					Max. Contract Amt.	**$76,484.55**

Scope of Services		Estimated Budget	% Completed To Date	Total Due	Less Prev. Payments	Amount Due This Request
Schematic Desgign A/E Fee	15%	$ 11,076.00	100%	$ 11,076.00	$ $11,076.00	$ 0.00
Design Development A/E Fee	20%	$ 14,768.00	100%	$ 14,768.00	$ $14,768.00	$ 0.00
Constr. Doc. Phase A/E Fee	40%	$ 29,536.00	100%	$ 29,536.00	$ $29,536.00	$ 0.00
Bidding Phase 09/02/09 5% of	$813,708.48 *	$ 2,644.55 ^	100%	$ 2,644.55	$ $2,644.55	$ 0.00
Bidding Phase 10/28/09 A/E Fee	5%	$ 3,692.00	100%	$ 3,692.00	$ $3,692.00	$ 0.00
Construction Adm. A/E Fee	20%	$ 14,768.00	6%	$ 886.08	$ $443.04	$ 443.04
Reimbursables		$ 0.00	0%	$ 0.00	$ 0.00	$ 0.00
TOTALS		$ 76,484.55		$ 62,602.63	$ 62,159.59	$ 443.04
					Total Amount This Request	$ **443.04**

*This Project went through the Bidding Phase twice; therefore, the first Bidding Phase is being billed using the Lowest Responsive received on 9/2/09

$813,708.48 x Arch % Rate of 6.5% = $52,891.05 x Bidding Phase of 5.0% = **$2,644.55** ^

	Total Cost		Total SF	Cost/SF	SF for this bldg	
Base Bid for Tax Office						$644,000.00 [7c]
Alt. #1 Exterior Oudtoor Solar Lighting	$218,000.00	[6b]	35,691	$6.107982	5,178	$31,627.13
Alt.#2 Grid-Tie Wind Turbine Generator Sys.	$92,000.00	[6c]	35,691	$2.577681	5,178	$13,347.23
Alt.#3 Grid-Tie Photovoltaic & Inverter Sys	$220,000.00	[6d]	35,691	$6.164019	5,178	$31,917.29
Alt.#4 Insulated Concrete Forms	$66,000.00	[6e]	35,691	$1.849206	5,178	$9,575.19
Sitework	$573,769.30	[2,5]	35,691	$16.076022	5,178	$83,241.64
Lowest Responsive Bid Received on 9/2/09 for Tax Office						**$813,708.48** *

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

VA Architecture — December 31, 2009
Architect — Date

Reynaldo Vargas, A.I.A

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

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

V·A Architecture

REQUEST FOR PAYMENT NO: **Nine (09) - E**

Project Name: New Pct. 2 Administration Office & Other County Offices: Justice of the Peace Office **for Hidalgo County, Pharr, Texas** No. 08-1016

Architetural Firm: V-A Architecture

Contract No 09-037-01-13
P.O. # 622525

Address: 2029 Industrial Drive

City/State McAllen, Texas 78504

TOTAL PROJECT COST		**$1,306,000.00** 13d	**Arch % Rate:**	**6.5%**	***$**	**$84,890.00**
+ *First Bidding Phase - 09/02/09						$4,785.64
					Max. Contract Amt	**$89,675.64**

Scope of Services		**Estimated Budget**	**% Completed To Date**	**Total Due**	**Less Prev. Payments**	**Amount Due This Request**
Schematic Desgign A/E Fee	15%	$ 12,733.50	100%	$ 12,733.50	$ $12,733.50	$ 0.00
Design Development A/E Fee	20%	$ 16,978.00	100%	$ 16,978.00	$ $16,978.00	$ 0.00
Constr. Doc. Phase A/E Fee	40%	$ 33,956.00	100%	$ 33,956.00	$ $33,956.00	$ 0.00
Bidding Phase 09/02/09 % of $1,472,505.12 *		$ 4,785.64 ^	100%	$ 4,785.64	$ $4,785.64	$ 0.00
Bidding Phase 10/28/09 A/E Fee	5%	$ 4,244.50	100%	$ 4,244.50	$ $4,244.50	$ 0.00
Construction Adm. A/E Fee	20%	$ 16,978.00	7%	$ 1,188.46	$ $509.34	$ 679.12
Reimbursables		$ 0.00	0%	$ 0.00	$ 0.00	$ 0.00
TOTALS		$ 89,675.64		$ 73,886.10	$ 73,206.98	$ 679.12
				Total Amount This Request		$ **679.12**

*This Project went through the Bidding Phase twice; therefore, the first Bidding Phase is being billed using the Lowest Responsive received on 9/2/09

$1,472,505.12 x Arch % Rate of **** = $95,712.83 x Bidding Phase of 5.0% = **$4,785.64** ^

	Total Cost		Total SF	Cost/SF	SF for this bldg	
Base Bid for JOP Offices						$1,150,000.00 7d
Alt.#1 Exterior Oudtoor Solar Lighting	$218,000.00	6b	35,691	$6.107982	9,840	$60,102.54
Alt.#2 Grid-Tie Wind Turbine Generator Sys.	$92,000.00	6c	35,691	$2.577681	9,840	$25,364.38
Alt.#3 Grid-Tie Photovoltaic & Inverter Sys	$220,000.00	6d	35,691	$6.164019	9,840	$60,653.95
Alt.#4 Insulated Concrete Forms	$66,000.00	6e	35,691	$1.849206	9,840	$18,196.19
Sitework	$573,769.30	2,5	35,691	$16.076022	9,840	$158,188.06
Lowest Responsive Bid Received on 9/2/09 for JOP Offices						$1,472,505.12 *

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

VA Architecture — Architect

December 31, 2009 — Date

Reynaldo Vargas, A.I.A.

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

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

New Pct. 2 Administration Offices for Hidalgo County & Other County Offices

Pharr, Texas

Bid Date: 9/2/2009 4:00:00 PM

Contractor	Base Bid	Alternates				Days	Bid Bond	Forms								Addenda	
		#1 Exterior Outdoor Solar Lighting	#2 Grid-Tie Wind Turbine Generator System	#3 Grid-Tie Photovoltaic & Inverter System	#4 Isolated Concrete Forms			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
CRC Design Consultants 200 S. 10th Street, McAllen, TX 78501 (956) 451-3274	$3,789,000.00	$390,000.00	$79,000.00	$219,000.00	($10,000.00)	296	☑ $204,000.00	☑	☑	☑	☑	☑	☑	☑	☑	☑	☑
D. Wilson Construction Co. 1209 E. Pecan, McAllen, TX 78501 (956) 686-9573	$3,896,000.00	$218,100.00	$92,000.00	$220,000.00	$66,000.00	296	☑	☑	☑	☑	☑	☑	☑	☑	☑	☑	☑
Enriquez Enterprises PO Box 2999, Edinburg, TX 78540 (956) 259-8005	$3,850,000.00	$504,700.00	$94,800.00	$235,000.00	$93,900.00	296	☑	☑	☑	☑	☑	☑	☑	☑	☑	☑	☑
JDS Construction Co., Inc. P.O. Box 355, Weslaco, TX 78596 (956) 447-8041	$4,040,000.00	$490,900.00	$92,200.00	$228,600.00	$156,800.00	296	☑	☑	☑	☑	☑	☑	☑	☑	☑	☑	☑
Journeyman Construction, Inc. 7701 N. Lamar, Ste. 100, Austin, TX 78752 (512) 247-7000	$3,985,000.00	$460,000.00	$70,000.00	$210,000.00	$763,000.00	296	☑	☑	☑	☑	☑	☑	☑	☑	☑	☑	☑
Rio Valley Construction, Inc. 4124 N. Taylor Rd., McAllen, TX 78504 (956) 687-1972	$4,420,000.00	$600,000.00	No Bid	No Bid	$1.00	296	☑	☑	☑	☑	☑	☑	☑	☑	☑	☑	☑
Texas Descon, L.P. PO Box 3547, McAllen, TX 78502 (956) 682-1225	$3,993,000.00	$486,000.00	$85,000.00	$131,600.00	$287,000.00	296	☑	☑	☑	☑	☑	☑	☑	☑	☑	☑	☑

08-1016

Thursday, September 03, 2009

V·A Architecture
2029 Industrial Drive, McAllen, Texas 78504 (956) 631-2242

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BID TABULATION:

Hidalgo County Precinct #2

"Civil-Site Work for Hidalgo County Precinct No. 1 Complex Subdivision"

RFB NO. 2009-037B-09-02-otm

Bid Opening Date: September 02, 2009 @ 9:30 a.m.

Bidder	Total Base Bid Amount	Alternate #1	Total Alternate Bid #1
CRC Design Consultants 2016 S. 45th ST. – McAllen, Tx	$ 699,500.00		
MF Site Construction, Inc P.O. Box 417 Weslaco, Tx	$ 838,864.85	$ 73,437.00	$ 73,437.00
Asago, LLC. dba/ Asago Construction Mission, Tx	$ 708,102.50	$ 68,250.00	$ 585,252.50
Saenz Utility Contractors	$ 630,605.71	$ 30,030.00	$ 30,030.00
Five Star Clarke Construction Alejo Clarke, Jr Five Star Clarke Construction Rio Grande City, Ks	$ 489,160.30	$ 10,920.00	$ 10,920.00

#2

BID TABULATION:
Hidalgo County Precinct #2
"Civil-Site Work for Hidalgo County Precinct No. 1 Complex Subdivision"
RFB NO. 2009-037B-09-02-otm
Bid Opening Date: September 02, 2009 @ 9:30 a.m.

Bidder	Total Base Bid Amount	Alternate #1	Total Alternate Bid #1
Garco Industries, Inc Pharr, Tx	$ 573,769.30	$ 34,125.00	$ 587,419.30
Jimmy Closner & Sons Construction Co, Inc. Mercedes, Tx	$ 863,530.85	$ 75,075.00	$ 75,075.00
D. Wilson Construction Co. McAllen, Tx	$ 745,988.00	$ 61,425.00	$ 61,425.00

-

#3

V·A Architecture

September 3, 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 reviewing the bids received on September 2, 2009 for the above referenced project, it is our recommendation that the contract be awarded to CRC Design Consultants as follows:

Base Bid (Bldgs: A, B/C, D, E)	$3,789,000.00
Alternate No. 4 : Insulated Concrete Forms	($10,000.00)
TOTAL CONTRACT AMOUNT	$3,779,000.00

Sincerely,

Tomás René Canul,
Project Manager

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

#4

Five Star Clarke
Construction L.L.C
49 Wood Road
Rio Grande City TX 78582
(956)486-2363 (956)486-277

September 16, 2009

Hidalgo County Purchasing Department
C/O Martha Salazar
2802 South Bus. 281
Edinburg, TX 78539

Dear Martha Salazar:

Our Company turned in a Bid Proposal for the Civil-Site Work for Hidalgo County Precinct No. 2 Office Complex Subdivision which opened on September 2, 2009 at 9:30 a.m. Our letter is to respectfully notify Hidalgo Purchasing Department and the Hidalgo County Commissioners that our company would like to withdraw our Bid Proposal. The reasons why we would like withdraw is because we have taken another look at our Bid Proposal and we came upon some mistakes that our Estimator did on the Bid Proposal Form and we cannot execute the project with the amount of the Bid proposed. If awarded this project we will most likely be affected financially while doing this project. It was a sincere and honest mistake done on our part.

Our company would like to respectfully withdraw our Bid Proposal and ask that the Commissioners accept our apologies and to withdraw without being penalized or be taken out of the bidders list for any future projects. If we are going to be penalized we would like to have an opportunity to discuss this matter.

Thank you for giving us the opportunity to explain and for taking the time to consider our request. If you have any further questions please call me at the above phone number

Respectfully,

Alejo Clarke Jr.
Owner, Five Star Clarke Construction L.L.C.

#5

AI-17780 **25.A.5.**

Construction of New Precinct No. 2 Administrative Offices for Hidalgo Co, & Other Co. Offices

CC REGULAR

Date: 10/06/2009
Submitted By: Olga Montero, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Hidalgo County

Information

CAPTION

a. As a result of the 30 day lapse of original bid pricing received on 9-2-09 for "Construction of New Precinct No. 2 Administrative Offices for Hidalgo Co, & Other Co. Offices", ratification to reject all bids received;
b. Authority to re-advertise for a "Turnkey-Construction of New Precinct No. 2 Administrative Offices for Hidalgo Co, & Other County Offices" with all plans and specification as developed and drafted through project architect, V-A Architecture and may include the Civil Site Work (which is posted on this agenda for discussion and action).

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009
ACCT. #: 9-133X-4XX-XX-122-0XX-0-720
FUNDS AVAILABLE Y/N?: Y
MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
See attached expenditure report for funding source and available balances.

Attachments

Link: Proposed Schedule of Events from Architect
Link: specs & plans
Link: exp report- object code 720
Link: ADDENDUM #3

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	10/01/2009 04:47 PM	APRV
2	Budget & Management	Erika Zamora	10/01/2009 04:49 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	10/02/2009 02:54 PM	APRV
4	Auditor's Office		10/02/2009 05:03 PM	NEW

Form Started By: Olga Montero Started On: 09/30/2009 02:01 PM
Final Approval Date: 10/02/2009

(FINAL)

R. Gutierrez Engineering Corporation

September 17, 2009

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

RE: Revised Recommendation for Award – Pct 2 Office Complex Subdivision
Project No: ENG08.24L

Dear Commissioner Palacios:

On Wednesday, September 2, 2009, at 9:30 a.m. in the Hidalgo County Purchasing Department Conference Room, bids were opened and read aloud for the above captioned project. Eight (8) bids were received for this project. The low responsive base bid was for **$486,660.30** from **Five Star Clarke Construction, L.L.C.**, from Rio Grande City, Texas. The lowest alternate bid was for **$470,280.30** also from **Five Star Clarke Construction, L.L.C.**, from Rio Grande City, Texas.

There was a discrepancy in one of the bid items provided in the lowest base bid. The bidder used a $1.00 per cubic yard unit bid price where the numeral unit bid is requested and spelled out $27,000.00 per cubic yard where the written unit bid price is requested. Five Star Clarke Construction, L.L.C. has submitted a letter requesting that they be allowed to withdraw their bid.

If the Commissioner's Court were to grant their request, the next responsive base bid is for **$573,769.30** from **Garco Industries**, Inc., from Pharr, Texas. The next lowest alternate bid is for **$537,512.71** from **Saenz Utility Contractors, Ltd.**, from Edcouch, Texas.

Enclosed is a copy of the Plan Holders List, Bid Proposal Forms, and Bid Tabulation Form. We have reviewed the bids submitted and are recommending award of the contract base bid to the lowest responsive bidder being **Five Star Clarke Construction, L.L.C.**, from Rio Grande City, Texas, for **$486,660.30.** However, if Commissioner's Court grants **Five Star Clarke Construction, L.L.C.,** their request, we recommend award of the contract to **Garco Industries, Inc.**, from Pharr, Texas in the amount of **$573,769.30**.

We are recommending the base bid over the alternate bid. This is due to the fact that the base bid will require the contractor to supply the fill material and the alternate bid will require the Hidalgo County to supply the fill material and transport it to the construction site. When we add the cost of Hidalgo County providing the fill material, to the alternate bid, the total is higher than the base bid. A breakdown of the cost for the base bid and alternate bid with costs of Hidalgo County providing the fill material to the project is enclosed.

130 E. Park – Pharr, TX 78577 – Tel. 956-782-2557 – Fax 956-782-2558 – E-mail rgutierrez@rgutierrezengineering.com

If you require our assistance please do not hesitate to call us. We are ready to assist you in making this project a success. You can call me at 956-782-2557 or on my mobile at 956-227-2154.

Sincerely,

Ramiro Gutierrez. P.E.
President

Encl

cc: Project Files

[redacted]

[redacted]

BID TABULATION
PCT NO 3 OFFICE COMPLEX SUBDIVISION

DATE 09/02/09
TIME 9:30 A.M.
LOCATION HIDALGO COUNTY PURCHASING DEPARTMENT

Item Number	Estimated Quantity	Unit	Item Description	CRC DESIGN CONSULTANTS		MF SITE CONSTRUCTION, INC		ASAGO CONSTRUCTION		SAENZ UTILITY CONTRACTORS		$ STAR CONSTRUCTION		GARCO INDUSTRIES		JIMMY CLOSNER & SONS		D. WILSON CONSTRUCTION	
				Unit Bid	Total Bid	Unit Bid	Total Bid	Unit Bid	Total Bid	Unit Bid	Total Bid	Unit Bid	Total Bid	Unit Bid	Total Bid	Unit Bid	Total Bid	Unit Bid	Total Bid
1	27,300.00	s.y.	Site Excavation, Fill & Grading	$ -	$ -	$ 8.32	$ 227,136.00	$ 7.00	$ 191,100.00	$ 4.41	$ 120,393.00		$ 27,300.00	$ 0.75	$ 20,475.00	$ 11.00	$ 300,300.00	$ 8.00	$ 218,400.00
2	15,666.00	s.y.	Lime Treated Subgrade (8" or 12"@3% Lime	$ -	$ -	$ 1.50	$ 23,499.00	$ 3.00	$ 46,998.00	$ 1.00	$ 15,666.00	$ 1.00	$ 15,666.00	$ 0.95	$ 14,882.70	$ 1.75	$ 27,415.50	$ 2.00	$ 31,332.00
3	118.00	l.f.	Curb Inlet @	$ -	$ -	$ 164.00	$ 19,352.00	$ 160.00	$ 18,880.00	$ 140.00	$ 16,520.00	$ 145.00	$ 17,110.00	$ 155.00	$ 18,290.00	$ 165.00	$ 19,470.00	$ 150.00	$ 17,700.00
4	15,666.00	s.y.	Flexible Base (Compact in Place)(Tx Ea Gr 4a 10")	$ -	$ -	$ 6.03	$ 94,485.98	$ 5.00	$ 78,330.00	$ 6.00	$ 95,406.84	$ 4.60	$ 72,063.60	$ 6.95	$ 108,878.70	$ 6.50	$ 101,829.00	$ 4.74	$ 74,258.04
5	15,666.00	s.y.	Asph. Cont. Pav. Tx. D, (1 1/2" Prime Coat	$ -	$ -	$ 7.10	$ 89,410.30	$ 7.00	$ 88,151.00	$ 6.61	$ 83,239.73	$ 5.96	$ 75,054.28	$ 6.75	$ 85,002.75	$ 7.75	$ 97,565.75	$ 8.50	$ 107,043.00
6	914.00	l.f.	Concrete Valley Gutter (6-FT)	$ -	$ -	$ 24.83	$ 22,911.62	$ 13.00	$ 11,882.00	$ 12.57	$ 11,488.98	$ 24.70	$ 22,646.92	$ 42.00	$ 38,388.00	$ 24.80	$ 22,667.20	$ 12.20	$ 11,150.80
7	122.00	l.f.	Concrete Curb & Gutter (Tx Standard 6")	$ -	$ -	$ 9.25	$ 1,128.50	$ 9.00	$ 1,098.00	$ 4.63	$ 569.26	$ 6.97	$ 850.34	$ 9.00	$ 1,098.00	$ 6.80	$ 829.60	$ 7.00	$ 854.00
8	5,916.00	l.f.	Concrete Curb & Gutter (Tx A(Barrier)(18")	$ -	$ -	$ 8.25	$ 48,807.00	$ 6.00	$ 35,496.00	$ 5.13	$ 30,171.60	$ 5.13	$ 30,349.08	$ 7.50	$ 44,370.00	$ 5.80	$ 34,312.80	$ 6.25	$ 36,975.00
9	1,946.00	l.f.	Concrete Sidewalk 4'	$ -	$ -	$ 24.00	$ 46,704.00	$ 9.00	$ 17,514.00	$ 22.74	$ 44,174.20	$ 22.68	$ 44,135.28	$ 30.00	$ 58,380.00	$ 29.85	$ 58,112.10	$ 2.35	$ 41,157.50
10	15.00	ea.	Concrete Sidewalk Ramps (ADA Standards)	$ -	$ -	$ 450.00	$ 6,750.00	$ 700.00	$ 12,600.00	$ 320.00	$ 4,800.00	$ 200.00	$ 3,000.00	$ 379.00	$ 5,629.00	$ 625.00	$ 9,375.00	$ 125.00	$ 1,875.00
11	100.00	l.f.	Concrete Curb Inlets	$ -	$ -	$ 30.00	$ 3,000.00	$ 60.00	$ 6,000.00	$ 75.00	$ 7,500.00	$ 22.00	$ 2,200.00	$ 37.50	$ 3,750.00	$ 35.00	$ 3,500.00	$ 35.00	$ 3,500.00
12	1.00	ls.	Pavement Striping, Pavement Markers & Signs	$ -	$ -	$ 11,200.00	$ 11,200.00	$ 7,000.00	$ 7,000.00	$ 8,360.00	$ 8,360.00	$ 4,000.00	$ 4,000.00	$ 5,200.00	$ 5,200.00	$ 4,500.00	$ 4,500.00	$ 11,492.00	$ 11,492.00
13	150.00	l.f.	RCP (Cl. III) (18") Rubber Gasket	$ -	$ -	$ 44.50	$ 7,142.50	$ 22.25	$ 3,675.00	$ 26.00	$ 4,290.00	$ 25.00	$ 4,125.00	$ 21.50	$ 3,547.50	$ 28.50	$ 4,702.50	$ 22.00	$ 3,663.00
14	464.00	l.f.	RCP (Cl. III) (24")(Rubber Gasket)	$ -	$ -	$ 58.00	$ 26,852.00	$ 29.00	$ 12,844.00	$ 29.00	$ 14,326.00	$ 35.00	$ 17,290.00	$ 26.50	$ 13,091.00	$ 35.35	$ 17,462.90	$ 64.00	$ 31,680.00
15	542.00	l.f.	HDPE Storm Sewer	$ -	$ -	$ 40.20	$ 22,480.00	$ 25.00	$ 14,350.00	$ 16.00	$ 8,992.00	$ 16.00	$ 8,992.00	$ 14.70	$ 8,261.40	$ 23.95	$ 13,459.90	$ 26.76	$ 14,441.40
16	421.00	l.f.	ADS Pipe (18")	$ -	$ -	$ 44.00	$ 18,524.00	$ 25.00	$ 10,525.00	$ 26.00	$ 10,946.00	$ 21.00	$ 8,841.00	$ 17.50	$ 7,367.50	$ 28.35	$ 11,935.35	$ 24.76	$ 10,423.00
17	7.00	ea.	Inlet Type Concrete Apron	$ -	$ -	$ 2,150.00	$ 15,050.00	$ 1,800.00	$ 12,600.00	$ 2,995.00	$ 20,965.00	$ 3,300.00	$ 23,100.00	$ 3,200.00	$ 22,400.00	$ 2,475.00	$ 17,325.00	$ 1,641.56	$ 11,491.36
18	2.00	ea.	5' Concrete Drainage Manhole	$ -	$ -	$ 1,900.00	$ 3,800.00	$ 2,000.00	$ 4,000.00	$ 2,100.00	$ 4,200.00	$ 2,700.00	$ 5,400.00	$ 2,600.00	$ 5,200.00	$ 1,850.00	$ 3,700.00	$ 1,300.00	$ 2,600.00
19	9.00	ea.	Curb Drain System w/ Tee W, Elbow & Metal Plate	$ -	$ -	$ 975.00	$ 8,775.00	$ 1,500.00	$ 13,500.00	$ 450.00	$ 4,050.00	$ 900.00	$ 8,100.00	$ 1,100.00	$ 9,900.00	$ 650.00	$ 5,850.00	$ 682.62	$ 6,143.58
20	9.00	ea.	Concrete Pumps	$ -	$ -	$ 820.00	$ 7,380.00	$ 1,000.00	$ 9,000.00	$ 1,175.00	$ 10,575.00	$ 100.00	$ 900.00	$ 300.00	$ 2,700.00	$ 145.00	$ 1,305.00	$ 500.00	$ 4,500.00
21	671.00	l.f.	8" PVC SDR 26 Sanitary Sewer Line	$ -	$ -	$ 34.20	$ 22,948.00	$ 15.00	$ 10,739.00	$ 15.00	$ 10,065.00	$ 8.00	$ 5,368.00	$ 12.00	$ 8,052.00	$ 18.53	$ 12,433.63	$ 21.62	$ 14,507.02
22	3.00	ea.	4' Dia. Fiberglass Manhole	$ -	$ -	$ 1,700.00	$ 5,100.00	$ 2,000.00	$ 6,000.00	$ 2,685.00	$ 8,055.00	$ 2,300.00	$ 6,900.00	$ 2,200.00	$ 6,600.00	$ 2,350.00	$ 7,050.00	$ 1,678.14	$ 5,034.42
23	1.00	ea.	8" Sanitary Sewer Connection	$ -	$ -	$ 750.00	$ 750.00	$ 3,000.00	$ 3,000.00	$ 1,200.00	$ 1,200.00	$ 300.00	$ 300.00	$ 800.00	$ 800.00			$ 300.00	
24	574.00	l.f.	8" PVC SDR 26 Sanitary Sewer Line	$ -	$ -	$ 30.00	$ 17,220.00	$ 9.00	$ 5,166.00	$ 10.00	$ 5,743.00	$ 3.00	$ 1,722.00	$ 6.00	$ 3,444.00	$ 8.50	$ 4,879.00	$ 12.55	$ 7,203.00
25	514.00	l.f.	12" PVC C-900 DR 18	$ -	$ -	$ 26.00	$ 13,364.00	$ 23.00	$ 11,822.00	$ 26.00	$ 13,364.00	$ 25.00	$ 12,850.00	$ 20.50	$ 10,537.00	$ 22.00	$ 11,308.00	$ 22.12	$ 11,369.68
26	1,719.00	l.f.	8" PVC C-900 DR 18	$ -	$ -	$ 12.50	$ 21,475.00	$ 15.00	$ 25,770.00	$ 12.00	$ 20,628.00	$ 10.00	$ 17,190.00	$ 14.00	$ 24,066.00	$ 14.50	$ 24,931.00	$ 18.54	$ 31,867.72
27	95.00	l.f.	6" PVC C-900 DR 18	$ -	$ -	$ 8.00	$ 760.00	$ 13.00	$ 1,235.00	$ 10.00	$ 950.00	$ 10.00	$ 950.00	$ 10.00	$ 950.00	$ 12.50	$ 1,187.50	$ 12.24	$ 1,162.80
28	542.00	l.f.	2" PVC C-900 DR 18	$ -	$ -	$ 3.00	$ 1,626.00	$ 10.00	$ 5,420.00	$ 5.50	$ 2,981.00	$ 5.00	$ 2,710.00	$ 4.50	$ 2,439.00	$ 6.00	$ 3,252.00	$ 10.00	$ 5,420.00
29	1.00	ea.	Fire Hydrant Assembly w/ 12"x6" Tee & Valve&Box	$ -	$ -	$ 3,200.00	$ 3,200.00	$ 4,000.00	$ 4,000.00	$ 3,250.00	$ 3,250.00	$ 5,000.00	$ 5,000.00	$ 3,050.00	$ 3,050.00	$ 3,450.00	$ 3,450.00	$ 3,250.00	$ 3,250.00
30	5.00	ea.	Fire Hydrant Assembly w/ 8"x6" Tee & Valve&Box	$ -	$ -	$ 3,100.00	$ 15,500.00	$ 3,000.00	$ 15,000.00	$ 2,950.00	$ 14,750.00	$ 4,000.00	$ 20,000.00	$ 2,650.00	$ 13,250.00	$ 2,950.00	$ 14,750.00	$ 2,752.29	$ 13,761.45
31	1.00	ea.	Tap Tee 8"x12" (Connect to 12" Water Line)	$ -	$ -	$ 2,670.00	$ 2,670.00	$ 5,000.00	$ 5,000.00	$ 2,650.00	$ 2,650.00	$ 1,500.00	$ 1,500.00	$ 2,500.00	$ 2,500.00	$ 2,675.00	$ 2,675.00	$ 3,320.65	$ 3,320.65
32	1.00	ea.	Tap Tee 12"x6" (Connect to 12" Water Line)	$ -	$ -	$ 4,470.00	$ 4,470.00	$ 5,000.00	$ 5,000.00	$ 3,500.00	$ 3,500.00	$ 1,500.00	$ 1,500.00	$ 3,000.00	$ 3,000.00	$ 2,450.00	$ 2,450.00	$ 3,320.65	$ 3,320.65
33	4.00	ea.	Tap Tee 8"x2"	$ -	$ -	$ 777.00	$ 3,108.00	$ 800.00	$ 3,200.00	$ 595.00	$ 2,380.00	$ 1,200.00	$ 4,800.00	$ 160.00	$ 640.00	$ 850.00	$ 3,400.00	$ 1,520.47	$ 6,081.88
34	4.00	ea.	8" Elbows (60°,45°,22.5°,11.25°)	$ -	$ -	$ 380.00	$ 1,520.00	$ 400.00	$ 1,600.00	$ 395.00	$ 1,580.00	$ 500.00	$ 2,000.00	$ 200.00	$ 800.00	$ 250.00	$ 1,000.00	$ 325.98	$ 1,303.92
35	2.00	ea.	12" M.J. Elbows (60°,45°,22.5°,11.25°)	$ -	$ -	$ 800.00	$ 1,600.00	$ 600.00	$ 1,200.00	$ 850.00	$ 1,700.00	$ 600.00	$ 1,200.00	$ 350.00	$ 700.00	$ 350.00	$ 700.00	$ 708.00	$ 1,416.00
36	671.00	l.f.	Trench Excavation Protection	$ -	$ -	$ 3.00	$ 2,013.00	$ 1.00	$ 671.00	$ 2.00	$ 1,342.00	$ 3.00	$ 2,013.00	$ 0.75	$ 503.25	$ 5.00	$ 3,355.00	$ 1.80	$ 1,005.80
37	3,243.00	l.f.	Temp Sediment Control Fence	$ -	$ -	$ 3.25	$ 10,539.75	$ 1.50	$ 4,864.50	$ 4.00	$ 12,972.00	$ 1.00	$ 3,243.00	$ 3.50	$ 11,350.50	$ 2.75	$ 8,918.25	$ 1.75	$ 5,675.00
38	84.00	sy.	Construction Exits (Install)	$ -	$ -	$ 30.00	$ 2,520.00	$ 20.00	$ 1,680.00	$ 6.00	$ 504.00	$ 17.85	$ 1,499.40	$ 10.00	$ 840.00	$ 12.50	$ 1,050.00	$ 12.00	$ 1,008.00
39	84.00	sy.	Construction Exits (Remove)	$ -	$ -	$ 6.00	$ 504.00	$ 10.00	$ 840.00	$ 6.00	$ 504.00	$ 17.85	$ 1,499.40	$ 6.00	$ 504.00	$ 6.00	$ 504.00	$ 2.00	$ 168.00
40	1.00	ea.	Inlet (Ty A)	$ -	$ -	$ 1,685.00	$ 1,685.00	$ 2,300.00	$ 2,300.00	$ 2,850.00	$ 2,850.00	$ 3,000.00	$ 3,000.00	$ 1,950.00	$ 1,950.00	$ 1,800.00	$ 1,800.00	$ 1,741.58	$ 1,741.58
41	1.00	ea.	Concrete Riprap Apron	$ -	$ -	$ 98.00	$ 98.00	$ 500.00	$ 500.00	$ 500.00	$ 500.00	$ 500.00	$ 500.00	$ 1,000.00	$ 1,000.00	$ 450.00	$ 450.00	$ 190.00	$ 190.00
			TOTAL BASE BID AMOUNT:		**$ 699,500.00**		**$ 838,854.85**		**$ 708,102.50**		**$ 630,605.71**		**$ 486,660.30**		**$ 573,769.30**		**$ 853,480.85**		**$ 758,992.50**
42	27,300.00	s.y.	Site Excavation, Fill & Grading (Ditches, Slopes) Fe	$ -	$ -	$ 2.69	$ 73,437.00	$ 2.50	$ 68,250.00	$ -	$ 27,300.00	$ 0.40	$ 10,920.00	$ 1.25	$ 34,125.00	$ 2.75	$ 75,075.00	$ 2.25	$ 61,425.00
			TOTAL BID AMOUNT:		**$ 699,500.00**		**$ 685,165.85**		**$ 585,252.50**		**$ 537,512.71**		**$ 470,280.30**		**$ 587,419.30**		**$ 638,255.85**		**$ 602,017.50**

R. Gutierrez Engineering Corporation

BID EVALUATION

Description:	ENG08.024L
Project:	PRECINCT No.2 OFFICE COMPLEX
By:	RG
Date:	8-Sep-09

If Five Star Clarke Construction, L.L.C. is awarded contract

BASE BID: $486,660.30 (CONTRACTOR SUPPLIES 27,300 CY OF FILL)

ALTERNATE BID: $470,280.30 (HIDALGO COUNTY SUPPLIES 27,300 CY OF FILL)

COST TO HIDALGO COUNTY TO SUPPLY 27,300 CY OF FILL: (16 CY TRUCKS @ $65.00 PER TRUCK)

27,300 CY / 16 CY / TRUCK = 1,706.25 TRUCKS @ $65.00 / TRUCK = $110,906.25

ALTERNATE BID + COST OF PROVIDING FILL =
$470,280.30 + $110,906.25 = $581,186.55

THEREFORE, COST OF (ALTERNATE BID + COST OF PROVIDING FILL) > COST OF BASE BID

If Five Star Clarke Construction, L.L.C. is granted their request to be released of the bid

BASE BID: $573,769.30 (CONTRACTOR SUPPLIES 27,300 CY OF FILL)

ALTERNATE BID: $537,512.71 (HIDALGO COUNTY SUPPLIES 27,300 CY OF FILL)

COST TO HIDALGO COUNTY TO SUPPLY 27,300 CY OF FILL: (16 CY TRUCKS @ $65.00 PER TRUCK)

27,300 CY / 16 CY / TRUCK = 1,706.25 TRUCKS @ $65.00 / TRUCK = $110,906.25

ALTERNATE BID + COST OF PROVIDING FILL =
$537,512.30 + $110,906.25 = $648,418.55

THEREFORE, COST OF (ALTERNATE BID + COST OF PROVIDING FILL) > COST OF BASE BID

#6

V·A Architecture

September 24, 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:

Pursuant to our conversation on September 9, 2009 with Marty Salazar, Hidalgo County Purchasing Agent, it is our understanding that the apparent low bidder's proposal has been deemed a non-responsive bid due to the insufficient amount of the bid bond. CRC Design Consultants's bid bond was for 5% of amount bid but it also identified an amount not to exceed $204,000.00 CRC's greatest amount bid totaled $4,467,000.00 . Five percent of this amount is $223,350.00; thus, this results in a shortfall of $19,350.00.

Based on this information, we are revising the bid tabulation is as follows:

Contractor	Base Bid	Alt#1 (6b)	Alt#2 (6c)	Alt#3 (6d)	Alt#4 (6e)	Total
D. Wilson Construction Co.	$3,896,000.00	$218,100.00	$92,000.00	$220,000.00	$66,000.00	$4,492,100.00
Enriquez Enterprises	$3,850,000.00	$504,700.00	$94,800.00	$235,000.00	$93,900.00	$4,778,400.00
JDS Construction Co., Inc.	$4,040,000.00	$490,900.00	$92,200.00	$228,600.00	$156,800.00	$5,008,500.00
Journeyman Construction, Inc.	$3,985,000.00	$460,000.00	$70,000.00	$210,000.00	$763,000.00	$5,488,000.00
Rio Valley Construction, Inc.	$4,420,000.00	$600,000.00	NO BID	NO BID	$1.00	
Texas Descon, L.P.	$3,993,000.00	$486,000.00	$85,000.00	$131,600.00	$287,000.00	$4,982,600.00

Therefore, contingent on the funding available, the County may choose to award this project in one of the following scenarios:

Items to Award	Lowest Responsive Bidder	Amount of Award
Base Bid	Enríquez Enterprises	$3,850,000.00
Base Bid+Alternate #1	D. Wilson Construction Co.	$4,114,100.00
Base Bid + Alternate #1, & #2	D. Wilson Construction Co.	$4,206,100.00
Base Bid + Alternate #1, #2, & #3	D. Wilson Construction Co.	$4,426,100.00
Base Bid + Alternate #1, #2, #3, & #4	D. Wilson Construction Co.	$4,492,100.00
Base Bid + Alt #4 (Initial Recommendation)	Enríquez Enterprises	$3,943,900.00

Should you have any questions, please phone our office.

Sincerely,

Tomás René Canul

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

#7

PROPOSAL FORM for Bid #2009-037A-09-02-OTM

PROJECT: **New Hidalgo County Pct. 2 Administration Offices and Other County Offices**
Pharr, Texas

PLACE: Hidalgo County Purchasing Department, 2812 S. Business 281, Edinburg, Tx 78539

DATE: September 2, 2009

TIME: 9:30 am

TO: Marty Salazar, Hidalgo County Purchasing Agent

BIDDER: D. WILSON CONSTRUCTION COMPANY, 1209 E. PECAN, McALLEN, TX 78501

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, 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, 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)		$ 697,000.00 7a
1. Mechanical	$ 55,750.00	
2. Electrical	$ 70,250.00	
3. Plumbing	$ 32,490.00	
B/C. Health & Human Svc. & WIC Clinic (including B/C1,2,3 below)		$ 1,405,000.00 7b
1. Mechanical	$ 125,750.00	
2. Electrical	$ 240,000.00	
3. Plumbing	$ 79,890.00	
D. Tax Offices (including D1,2,3 below)		$ 644,000.00 7c
1. Mechanical	$ 56,750.00	
2. Electrical	$ 55,250.00	
3. Plumbing	$ 28,390.00	
E. Justice of the Peace Offices (including E 1,2,3 below)		$ 1,150,000.00 7d
1. Mechanical	$ 108,750.00	
2. Electrical	$ 94,500.00	
3. Plumbing	$ 68,790.00	
TOTAL BASE BID:		
Three Million Eight Hundred Ninety Six Thousand$ Dollars & no/100		$ 3,896,000.00

#8

PURCHASING DEPARTMENT
County Of Hidalgo

September 24, 2009

CRC Design Consultants
c/o Carlo Cantu, Owner
2016 S. 45th St.
McAllen, Texas 78503

Re: **RFB No. 2009-037a-09-02-otm**
"Construction of New Precinct No. 2 Administrative Offices for Hidalgo County and Other County Offices"

Dear Mr. Cantu:

Pursuant to Texas Local Government Code, Chapter 262, Section .027(c):
"A contract may not be awarded to a bidder who is not the lowest dollar bidder meeting specifications unless, before the award, each lower bidder is given notice of the proposed award and is given an opportunity to appear before commissioners court and present evidence concerning the lower bidder's responsibility."

In addition, Hidalgo County cannot consider bids that do not meet all specifications and/or requirements set for in the bid packet approved by Commissioners' Court for this project referenced.

Therefore, pursuant to the Texas Local Government Code 262.027 (c), you have the opportunity to attend Hidalgo County Commissioners Court, located at 100 E. Cano, first floor, courtyard area in Edinburg, Texas and scheduled for **1:30 p.m. on Tuesday, September 29, 2009** , to voice opinions or comments you may have regarding this bid and/or award.

Should you have any questions or require additional information, please do not hesitate to call me at 318-2626.

Sincerely,

Olga T. Montero, Buyer II
Hidalgo County Purchasing Department

VIA: E-mail and Certified Mail

#9

AI-17374 **24.A.7.**

Construction of New Precinct No. 2 Administrative Offices for Hidalgo Co. & Other Co. Offices
CC REGULAR

Date: 09/29/2009
Submitted By: Olga Montero, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Hidalgo County

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Information

CAPTION

a. Presentation by project architect, V A Architecture, of tabulation sheet of the seven (7) original bids received for this project reflecting compliance with bid bond requirements and notation that CRC Design Consultants bid bond of $204,000.00 does not include the 5% bond (of greatest bid total submitted)which should translate to a bid bond in the amount of $223,350.00 and thus disqualifying the bid from consideration by Commissioners Court

b. Presentation and recommendations by project architect, V A Architecture, of the qualifying lowest responsible bids received meeting all specifications and/or requirements for the purposes of award for the "Construction of New Precinct No. 2 Administrative Offices for Hidalgo Co. & Other Co. Offices" which includes, but is not limited to, base bid and up to four (4) alternates as may be permitted through the funds available for the project - Bid No. 2009-037a-09-02-otm.

BACKGROUND

Refer to attachments (Letter of Recommendation by V-A Architecture & Tabulation Sheet)

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 1334-431-00-122-021-0-720
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:

FISCAL YEAR: 2009 **ACCT. #:** 1334-415-15-122-042-0-720
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:

FISCAL YEAR: 2009 **ACCT. #:** 1334-441-00-122-041-0-720
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:

FISCAL YEAR: 2009 **ACCT. #:** 1336-412-00-122-043-0-720
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:

FISCAL YEAR: **ACCT. #:**
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
As per D. Kennan (DBM), current total budget is approx. $4.9 million with an additional $300K coming from WIC.

FISCAL YEAR: 9 **ACCT. #:** 9-1334-441-00-122-041-0-720
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:

Ref: AI-17728 Interfund transfer to partially fund Pct. No.2 Adm Complex.

*Please see attached expenditure summary.

Total funding with AI-17728 s/b $5,292,165.53

Note*: Due to Agendaquik glitch, please avoid the previous Fiscal Impact refer to this one.

Attachments

Link: Non Award Letter send Certified Mail
Link: recommendation letter and tab sheet as of 9 24 2009
Link: exp summ

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	09/25/2009 01:19 PM	APRV
2	Budget & Management	Erika Zamora	09/25/2009 02:22 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	09/25/2009 03:28 PM	APRV
4	Roland Garcia	Rolando Garcia	09/25/2009 05:13 PM	APRV
5	Auditor's Office		09/25/2009 05:15 PM	NEW

Form Started By: Olga Montero Started On: 09/09/2009 08:47 AM
Final Approval Date: 09/25/2009

#10

AI-17780 **25.A.5.**

Construction of New Precinct No. 2 Administrative Offices for Hidalgo Co, & Other Co. Offices

CC REGULAR

Date: 10/06/2009
Submitted By: Olga Montero, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Hidalgo County

Information

CAPTION

a. As a result of the 30 day lapse of original bid pricing received on 9-2-09 for "Construction of New Precinct No. 2 Administrative Offices for Hidalgo Co, & Other Co. Offices", ratification to reject all bids received;
b. Authority to re-advertise for a "Turnkey-Construction of New Precinct No. 2 Administrative Offices for Hidalgo Co, & Other County Offices" with all plans and specification as developed and drafted through project architect, V-A Architecture and may include the Civil Site Work (which is posted on this agenda for discussion and action).

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009
ACCT. #: 9-133X-4XX-XX-122-0XX-0-720
FUNDS AVAILABLE Y/N?: Y
MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
See attached expenditure report for funding source and available balances.

Attachments

Link: Proposed Schedule of Events from Architect
Link: specs & plans
Link: exp report- object code 720
Link: ADDENDUM #3

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	10/01/2009 04:47 PM	APRV
2	Budget & Management	Erika Zamora	10/01/2009 04:49 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	10/02/2009 02:54 PM	APRV
4	Auditor's Office		10/02/2009 05:03 PM	NEW

Form Started By: Olga Montero Started On: 09/30/2009 02:01 PM
Final Approval Date: 10/02/2009

#11

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

V·A Architecture
2029 Industrial Drive, McAllen, Texas 78504 (956) 631-2242

Download PDF Packet Return

CC REGULAR
HIDALGO COUNTY
COMMISSIONERS' COURT MEETING
November 03, 2009
9:00 A.M.

NOTICE is hereby given in accordance with Chapter 551, Texas Government Code, that a SPECIAL MEETING of the Commissioners' Court will be held in the Commissioners' Courtroom of the Administration Building, 100 E. Cano, 1st floor, Edinburg, Hidalgo County, Texas. Discussion and possible action relating to the following business will be transacted:

1. **Roll Call**

2. **Pledge of Allegiance**

3. **Prayer**

4. **Approval of Consent Agenda**

5. **Open Forum**

6. **Closed Session:**
Commissioners' Court may go into Closed Session pursuant to Chapter 551, Texas Government Code, Sections 551.071, 551.072 & 551.087 to discuss the following:

   A. Real Estate Acquisition

   B. Consultation with Attorney on litigation associated with New Adult Detention Facility & Law Enforcement Center Project

   C. Pending and/or potential litigation

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

   E. Claim of Mirelda Rosales

   F. Claim of Blanca Pena

   G. Claim of Harley Clayton

#12

1. Pct. #2 R&B (1202) - (AI-18231):
   a. Approval of revised salary schedule.

2. Pct. #3 R&B (1203) - (AI-18233):
   a. Approval of intradepartmental transfer.
   b. Approval of revised salary schedule.

3. Urban County - TxCDBG Disaster Recovery Grant (AI-18342):
   a. Approval of salary schedule.

28. Purchasing Department - Marty Salazar:
NOTES:
1. FOR ANY CONTRACT(S) AWARDED AND APPROVED UNDER THIS AGENDA, EXECUTED COPIES OF THE CONTRACT(S) WILL BE FORWARDED TO HIDALGO COUNTY AUDITOR'S OFFICE.
2. ANY/ALL REQUESTS FOR ACCEPTANCE AND APPROVAL OF CLAIMS/INVOICES UNDER THIS AGENDA WILL INCLUDE AUTHORITY FOR AUDITOR TO ISSUE PAYMENT AFTER REVIEW, AUDIT AND PROCESSING PROCEDURES ARE COMPLETED

A. Hidalgo County

1. **Current inter-local(s) and/or contract(s) for the "Housing of Inmates"**

2. **Presentation for discussion, consideration and action**
   Including, but not limited to, the following items in connection with New Adult Detention Center:
   a) Detention Facility Law Enforcement Center Design- Build Contract with including action regarding Landmark Application for payment, final punch list and release of retainage
   b) Construction of additional pod(s)
   c) Selection and engagement of an architect for the construction of additional pods

3. Presentation for discussion, consideration and action (if necessary) including, but not limited to the following:
   a) Renovations of administration building
   b) Other ongoing county owned building construction, renovation repair projects
   c) Emergency situations occurring since last agenda meeting

4. 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.

5. 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.

Hidalgo Co. Pct.2 Admin. Offic

Job. # 10-420

Retainage: 5%

Application No.: Two
Application Date: 01/31/10
Period From: 01/01/10
To: 01/31/10

Item No.	Description Of The Work	Scheduled Value	Work Completed		Stored Materials	Total Amount	Percent Complete	Balance To Finish	Retainage
			Previous	This Period					
	Breakdown by buildings								
	Building A	1,176,000.00	32,116.00	42,152.00	10,765	85,033.00	7%	1,090,967.00	4,251.65
	Building B & C	1,457,000	39,766.00	37,138.00	13,329	90,233.00	6%	1,366,767.00	4,511.65
	Building D	1,136,000	31,005.00	25,340.00	10,393	66,738.00	6%	1,069,262.00	3,336.90
	Building E	1,306,000	35,644.00	46,190.00	11,948	93,782.00	7%	1,212,218.00	4,689.10
	Totals	5,075,000.00	138,531.00	150,820.00	46,435.00	335,786.00	7%	4,739,214.00	16,789.30

#13

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

13a
13b
13c
13d
Incl. above

AI-20005 **13.F.**

Coop Vendors

CC CONSENT

Date: 02/23/2010
Submitted By: Tanya Delira, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.

Information

CAPTION

Approval to utilize the following cooperative purchasing vendors (as listed in detailed revised Exhibit(s) attached) for purchases on an "AS NEEDED BASIS" through our membership/participation with Texas Procurement and Support Services (TPASS), Department of Information Resources (DIR) , The Cooperative Purchasing Network (TCPN), (HGAC), US Communities, General Service Administration (GSA), Texas Association of School Board (TASB-Buy Board), The Interlocal Purchasing System (TIPS) awarded pricing including, but not limited to, Precincts, Department, Programs, Agencies, etc. with term of authority to purchase from contract detailed herein commencing upon approval and expiring December 31, 2010.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1254-412-00-270-014-0-748
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Funds available as of 02/18/10, refer to Req. #00168978 in the amount of $24,474.25. This radios are for the HIDTA Task Force vehicles.

FISCAL YEAR: 2010 ACCT. #: 0-1291-412-00-270-003-8-748
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Funds available as of 02/18/10, refer to Req. #00168978 in the amount of $70,908.00. This radios are for the HIDTA Task Force vehicles.

Attachments

Link: EF Johnson Co.
Link: Coop Vendor List

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	02/18/2010 01:13 PM	APRV
2	Sylvia Solis	Sylvia Solis	02/19/2010 02:52 PM	APRV

3	Auditor's Office	02/19/2010 05:17 PM	NEW
Form Started By: Tanya Delira		Started On: 02/18/2010 10:34 AM	
Final Approval Date: 02/19/2010			

HGACBuy THE SMART PURCHASING SOLUTION

COMMUNICATIONS EQUIPMENT & SERVICES

RADIO COMMUNICATION EQUIPMENT

Contract No.: RA01-08

Effective Date: Thru December 31, 2011

A wide variety of Radio Communication/Emergence Response & Mobile Interoperable Equipment is available thru the H-GAC Cooperative Purchasing Program. Please contact the appropriate supplier to discuss your needs, and to obtain a price quotation based on the H-GAC contract.

CONTRACTORS / PRODUCTS & SERVICES OFFERED

BearCom Operating L.L.C.

Icom: Land Mobile Radios, Portable & Mobile Radios, Base Stations, and Trunking systems. BearCom: QuickSite 1000, Mobile Command station. BearCom: Field Technician and Bench Technician services for installation, testing, training, obtaining certifications, repairs, etc.

Communications Applied Technology

C-AT First Responder Radio Intercom Systems (IS) - Wireless and Wired Configurations. Portable Radio Interoperability Interface (Portable Incident Commanders' Radio Interface (ICRI)). Mobile Radio Interoperability Interface with satellite and VoIP Capabilities (Rackmounted/Mobile Incident Commanders' Radio Interface (ICRI))

Dailey & Wells Communications

M/A-Com. Complete line of Wireless systems, Product and Services. Conventional, Trunked, Project 25, EDACS, ProVoice, Interop Systems.

Daniels Electronics

Daniels Electronics MT-3 and MT-4 series of Land Mobile Radio Systems are built up from the radio modules (e.g. transmitters and receivers) on the submitted price list which are custom configured to create radio base stations and repeaters based on the customer's requirements. Daniels suppliese both analog and P25 digital ssystems. Bands supported: VHF Lowband, VHF Highband, VHF AM, UHF and T-Band

EF Johnson
(Also available from A&B Communications)

Land Mobile Radios Analog and Digital; New 700/800 mHz Series; Base Stations Analog and Digital; Communication Control Console Systems; Portable Radios Analog and Digital; P25 Trunking Radio Systems , Multi-Site Trunking,Voting Receivers;Network Interface Unit(NIU)

Icom America
(Also available thru Bliss Communications, Houston Communications and Tel-Com of Victoria.)

Icom, Portables F11/F21 - Analog 12.5/25kHz; F14/F24 - Analog 12.5/25kHz; F3021/F4021 - Analog 12.5/25kHz, F33G/F43G - Analog 12.5/25kHz; F43TR - Analog 12.5/25kHz, LTR trunking; Passport (2.0) trunking; F50/F60 - Analog 12.5/25kHz

JPS Communications

Interoperability Solutions: Scalable and field configurable systems that provide a true SIP-based gateway to digitally converge your existing radio systems with SIP telephones, networks, and devices. Advanced training for JPS products and services

Motorola

Mobile and Portble radios, Basestations, Trunking Systems, Dispatch Consoles, Mobile Data Systems, Mobile Data Subscribers, Mobile Computing Devices, Broadband Wireless Mesh Infrastructure and Subscribers, Video and Biometrics, Radio Infrastructure (Towers, Shelters, UPSs and Generators) Trailers/Deployables, Generators, UPS's, Radio Equipment Project Management, System Engineering, System Technologist,Training

Relm Wireless

H-GAC CONTACTS

LaWanda James
(P): 713-993-4536
(F): 713-993-4548
lawanda.james@h-gac.com

VENDOR CONTACTS

BearCom Operating LLC
Linda Bonner
(P): 281-476-4302
(F): 214-355-0783
Click here for Email

Bliss Communications
Debra Brooks
(P): 713-630-0452
(F): 713-630-0043
Click here for Email

Communications-Applied Technologyr
Josie Leyman Elias
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(F): 703-471-4428
Click here for Email

Dailey and Wells Communications, Inc.
Dwight Stickle
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Daniels Electronics Ltd.
Gary Ranson
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EF Johnson Co.
Larry Miller
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Houston Communications
Joel Mills
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JPS Communications, Inc.
Marcia Gatlin
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Motorola Inc.
George M. Ebelt
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(F): 281-955-7801
Click here for Email

Relm Wireless Corporation
Shari Sharp
(P): 800-648-0947
(F): 321-676-4403
Click here for Email

Science Applications

RELM / BK RADIO Land Mobiles, Portables, Base Station, Repeaters & Rapid Deployment Repeaters

Science Applications International (SAIC)

IPS - IC4U/AC3S Mobile Command Module Emergency Response Shelters, Orus - Situator Situation Mgmt. Software platform for security, safety and emergency services. SYS Technologies - Vigilys Incident Managementt System. Skyport Global Communications, Inc. - Emergency satellite communications for voice, data and internet. SAIC - Integration services. Visiphor - Bryante integration software. Hunter Research - Workflow documentation, web services, database integration and queries.

International (SAIC)
Yami Alfaro-Gunion
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Tel-Com of Victoria
Paul Hereford
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(F): 361-576-4243
Click here for Email

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Requisition

Req # 00168978

PO #

Date: 01/19/10

Bill To: x
x

Vendor : 361356
EF JOHNSON CO.
1440 CORPORATE DR.
IRVING TX 75038
FAX (972)819-0856

Ship To: HIDTA
3100 S. Closner
Foxtrot Bldg.
Edinburg TX 78539

Contact: DORA L. MUNOZ
956-381-0444

Contract No:

Special Instructions:
22

QUANTITY	UOM	DESCRIPTION		UNIT PRICE	AMOUNT
		CONFIRMING ORDER; DO NOT DUPLICATE			
1.00	EACH	5300 MOBILE RADIO	50998	4,760.00	4,760.00
1.00	EACH	5300 MOBILE RADIO	50999	4,760.00	4,760.00
1.00	EACH	5300 MOBILE RADIO	51000	4,760.00	4,760.00
1.00	EACH	5300 MOBILE RADIO	51001	4,760.00	4,760.00
1.00	EACH	5300 MOBILE RADIO	51002	4,760.00	4,760.00
1.00	EACH	5300 MOBILE RADIO	51003	4,760.00	4,760.00
1.00	EACH	5300 MOBILE RADIO	51004	4,760.00	4,760.00
1.00	EACH	5300 MOBILE RADIO	51005	4,760.00	4,760.00
1.00	EACH	5300 MOBILE RADIO	51006	4,760.00	4,760.00
10.00	EACH	REMOTE SPEAKER		44.00	440.00
10.00	EACH	4 YEAR EXTENDED WARRANTY		200.00	2,000.00
10.00	EACH	SUBSCRIBER MANAGEMENT ASSISTANT		170.67	1,706.70
1.00	EACH	5300 SERIES MOBILE RADIO LOADER		200.00	200.00
10.00	EACH	PC CONFIGURE		33.07	330.70
10.00	EACH	ENHANCED SYSTEM-MASTER		13.33	133.30
10.00	EACH	ENHANCED SYSTEM-SLAVE		9.33	93.30
10.00	EACH	INSTALLATION		1,391.45	13,914.50
10.00	EACH	SHIPPING		31.64	316.40
5.00	EACH	5100 ES PORTABLE RADIOS	51008	3,364.00	16,820.00
5.00	EACH	ACCESSORY ADAPTER	51009	68.00	340.00
5.00	EACH	3-WIRE LAPEL MICROPHONE KIT	51010	144.00	720.00
5.00	EACH	LILON ULTRA-HIGH CAPACITY	51011	108.00	540.00
5.00	EACH	TRI-CHEMISTRY CHARGER	51012	120.00	600.00
5.00	EACH	4 YEAR EXTENDED WARRANTY		200.00	1,000.00
5.00	EACH	SUBSCRIBER MANAGEMENT ASSISTANT		170.66	853.30
1.00	EACH	5100 SERIES PORTABLE CABLE		220.00	220.00
5.00	EACH	PC CONFIGURE		33.06	165.30
1.00	EACH	PROGRAMMER ADAPTER		160.00	160.00
5.00	EACH	ENHANCED SYSTEM-MASTER		13.33	66.65

Authorized By: _____

Requisition

Req # 00168978

PO #

Date: 01/19/10

Bill To: x
x

Vendor : 361356
EF JOHNSON CO.
1440 CORPORATE DR.
IRVING TX 75038
FAX (972)819-0856

Ship To: HIDTA
3100 S. Closner
Foxtrot Bldg.
Edinburg TX 78539

Contact:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
5.00	EACH	ENHANCED SYSTEM-SLAVE	9.33	46.65
5.00	EACH	INSTALLATION	1,391.45	6,957.25
5.00	EACH	SHIPPING	31.64	158.20
		Account No	Encumbrance	
		0-1254-412-00-270-014-0-748	24,474.25	
		0-1291-412-00-270-003-8-748	70,908.00	
			Freight	.00
			Total	95,382.25
		HGACBuy Contract No.: RA01-08		
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Rev.

1/18/10

Authorized By: _____

Commissioners Court Approved Cooperative Vendors List

"EXHIBIT A"
Buyboard;

Vendor	Contract Description	Contract
American Tire Distributor* Formerly known as Gray's Wholesale Tire	Tires, Tubes & Automotive Parts, Supplies & Equipment	307-08
Audio Visual Aids	Audio Visual Equipment & Supplies	313-09
Burton Auto Supply	Tires, Tubes & Auto Products	307-08
CC Distributors, Inc.	Custodial Supplies & Equipment	291-08
Carrier Corporation	HVAC Equipment & Supplies & Insulation Trades Services & Labor for Electrical, Plumbing & HVAC	305-08 296-08
Commercial Security Integration	Radio Communication Products	285-08
Diaz Floors & Interiors	Indoor & Outdoor Flooring Products & Sports Surfaces	310-08
Fleet Safety Equipment, Inc.	Public Safety & Fire House Supplies & Equipment	284-08
GT Distributors	Public Safety & Fire House Supplies & Equipment	284-08
Godwin Pumps Of America, Inc.	Water & Waste Water Pumps & Motor	267-07
Graybar	Technology Equipment, Software & Supplies	285-08
Gulf Coast Paper	Custodial Supplies & Equipment	291-08
Health Edco Inc.	Instructional Supplies & Equipment	328-09
Henry Schein, Inc.	First Aid Supplies & Equipment	294-08
Ikon Office Solutions	Copiers & Supplies	299-08
Industrial Communications	Radio Communication Products	285-08
Insco Distributing	HVAC Equipment & Supplies & Insulation of HVAC Equipment	305-08
J & B Industries, Inc.	Motor Fuels, Lubricants & Oil	314-09
Jean's Restaurant Supply	Food Services Equipment & Services	274-07
John Deere Landscapes	Grounds Maintenance Equipment & Irrigation Products & Installation	292-08
Johnson Supply	HVAC Equipment & Supplies & Insulation of HVAC Equipment	305-08
Johnstone Supply-Corpus	Maintenance, Repair & Operation Supplies & Equipment	263-07
Johnstone Supply-Houston	HVAC Equipment & Supplies & Insulation of HVAC Equipment	305-08 239-10
KEY Enterprises	Athletic & PE Supplies & Heavy Duty Exercise Equipment	261-07
Kinloch Equipment & Supply Inc.	Sewer Inspection & Cleaning Equipment	270-07
MSC Industrial Supply	Maintenance, Repair & Operation Supplies & Equipment	263-07
Miller Uniforms & Emblems Inc.	Public Safety & Fire House Supplies & Equipment	284-08
Moore Medical LLC	First Aid Supplies & Equipment	294-08
Myer's Tire Supply	Tires, Tubes & Auto Parts, Supplies & Equipment	307-08
O'Reilly Auto Parts	Tires, Tubes & Auto Products	307-08
Pasco Brokerage, Inc.	Food Services & Equipment & Services	274-07
SGS Industrial DBA Sea Garden	Public Safety & Fire House Supplies & Equipment	284-08
Safeguard Universal	Awards, Trophies & Personal Recognition	266-07
Southern Tire Mart	Tires, Tubes & Auto Products	307-08
Staples	Office Supplies & Equipment	328-09

Superior Alarms	Radio Communication Products Fire & Security & Monitoring Supplemental Technology Products Software & Supplies	285-08 325-09 289-08
Tandus US LLC	Indoor & Outdoor Flooring Products & Sports Surfaces	310-08
The Play Well Group	Parks & Recreation & Field Lightning Products & Installation	269-07
Toshiba Business Solutions	Copiers & Supplies	299-08
Waukesha-Pearce Industries, Inc.	Construction Equipment	268-07

TPSS-Term contracts P.O.s;

Vendor	Contract Description	Contract
Apothecus Pharmaceutical Corp.		
Auburn Pharmaceutical Co.	Drugs, Pharmaceuticals & Multi-Vitamins (Human Use)	269-A1
Bob Barker Company, Inc.	Clothing & Apparel	200-A1
Central Texas Medical Equipment & Supplies	Drugs, Pharmaceuticals & Multi-Vitamins (Human Use)	269-A1
Compliance Diagnostic Equipment LLC	Drug & Alcohol Testing Products	193-A2
Graybar Electric	Electrical Equipment & Supplies	285-A1
National Vitamin Co.	Drugs, Pharmaceuticals & Multi-Vitamins (Human Use)	269-A1
Kyocera Mita America Inc. - Minolta	Photocopiers-Rental Renewal Only	985-A5
Neopost National Government Account	Postage Meters-Rental Renewal Only	985-R1
Office Communications Systems, Inc	Photocopiers-Rental Renewals Only	985-A6
Pitney Bowes Inc.	Lease for Mail Equipment, Meters, Scales & Purchase of Supplies Postage Meters-Rental Renewal Only	985-L1 985-R1
Prescription Supply Inc.	Drugs, Pharmaceuticals & Multi-Vitamins (Human Use)	269-A1
Presto Printing	Business Cards through TX Smartbuy	966-N1
Products Unlimited, Inc.	Hospitals Sundries (Disposables) including syringes	475-A1
Richmond Pharmaceuticals, Inc.	Drugs, Pharmaceuticals & Multi-Vitamins (Human Use)	269-A1
Rodzina Industries, Inc.	Custom & Stock Rubber Stamps	615-N1
Sanofi Pasteur, Inc.	Vaccines & Biologicals Influenza Vaccine	269-A2 269-A3
Sharp Electronics Corporation	Photocopiers-Rental Renewal Only	985-A6
Tetra Medical Supply Corp.	Hospitals Sundries (Disposables) including syringes	475-A1
Texas Correctional Industries	Laundry Supplies Name Plates Easels & Signs (engraved) up to 24”x48”	505-A2 665-A2
Voss Lightning	Electrical Equipment & Supplies	285-A1
Xerox Corporation	Photocopier Lease & Rental	985-L2

TPSS-DIR;

Vendor	Contract Description	Contract
A T & T	Cisco Networking Equipment Telecommunication Contract for Wireless Voice & Data/Cellular Services Networking Services	233 597 826
CDW Government, Inc.	Computer Equipment, Software, Components, Peripherals & Software	223 592 673
CDW 3 Com	Computer Software for Mini and Main Frames (Pre programmed)	229
Calence	Computer Equipment, Software, Components, Peripherals & Software Networking Products & Services Audio Conferencing Services, Technology-Based, Conferencing & Video Svcs.	236 235 838
Calence Physical Security Solutions, LLC	Surveillance Camera Products & Related Services	580
Cima Solutions Group	Software	292
Copy Graphics	Canon Printers, Multifunction Products, and Related Services	509
DLT Solutions, Inc.	Computer Equipment, Software, Components, Peripherals & Software	513
Daptiv/CIMA	Software Supplies & Services	841
Dell Marketing	Computer Equipment, Software, Components, Peripherals & Software	251 600 568 890
Hewlett Packard Co.	Computer Equipment, Software, Components, Peripherals & Software	223
Insight	Computer Equipment, Software, Components, Peripherals & Software	223
MTM Technologies	Computer Equipment, Software, Components, Peripherals & Software	264
SHI Government, Inc.	Computer Equipment, Software, Components, Peripherals & Software	223
SHI Government Solutions	Purchase or Various Software	1009
		612
Tech Depot	Computer Equipment, Software, Components, Peripherals & Software	223

TPSS-TXMAS contracts;

Vendor	Contract Description	Contract
Acuity Specialty Products DBA Zep Manuf.	Janitorial Supplies, Food Service, Hospitality, Cleaning Equipment & Supplies, Chemical & Services	6-73080
AllSteel Inc.	Office Furniture	9-71I030
Arrow Magnolia International, LP	Cleaning Supplies	7-73050
Beta Technology, Inc.	Food Service, Hospitality, Cleaning Equipment & Supplies, Chemicals & Services	5-73050
Bob Barker	Clothing Uniforms, Footwear & Accessories	8-840140
Datum Filing Systems Inc.	Office Furniture	5-711010
Diaz Floors & Interiors	Floor Covering	5-721A060
Emergency Vehicle Equipment	Total Solutions for Law Enforcement, Security, Facilities Mgt. Fire, Rescue, Clothing, Marine	5-840180

Ergogenesis, LLC	Office Furniture	3-7110470
Fed Ex Kinko's	The Office, Imaging & Document Solution	5-36020
GCR Tires Centers Of Pharr	Tires	7-261020
Garrett Electronics. Inc.	Total Solutions for Law Enforcement, Security Facilities Mgmt., Fire, Rescue, Clothing, Marine	5-84010
Global Industries, Inc.	Office Furniture	3-7111010
Kimball International	Office Furniture	3-711060
MSC Industrial Supply Co.	Hardware	3-51V020
Mayline Company	Office Furniture	4-7110330
Michelin North America, Inc.	Tires, Pneumatic (new), for passenger, light truck, medium truck, and bus, and retread services	7-261010
Separation Systems Consulting, Inc.	Environmental Services	7-899030
Sherwin Williams	Maintenance & Hardware	5-51V010
Simplexgrinnell, LP	Total Solutions for Law Enforcement, Security Facilities, Mgmt., Fire, Rescue, Clothing, Marine	5-84070
Snap-On Industrial	Hardware Products & Services	3-51V010
Southern Tire Mart LLC-Michelin Bridgestone	Tires	7-261010 7-261020
Stanley Security Solutions, Inc.	Total Solutions for Law Enforcement, Security Facilities, Mgmt., Fire, Rescue, Clothing, Marine Craft & Emergency Disaster Response	7-84080
Tandus US, Inc.	Floor Covering	5-721A060
The Hon Company	Office Furniture	3-711090
Tremco, Inc.	Facilities Maintenance & Management Bldg. & Bldg. Materials/Industrial Services & Supplies	603FAC010 6-56050
United Rentals, Inc.	Hardware Superstore, Heavy Vehicle Equipment	7-51V080
VF Imagewear, Inc.	Law Enforcement, Security, Facilities Management, Fire, Rescue, Clothing	6-84070
W.W. Grainger, Inc.	Industrial, Janitorial Supplies	2-539030
World Wide Imaging Supplies	Office Products	8-75030

TPSS-State Travel Management Program;

Vendor	Contract Description	Contract
Enterprise Rent a Car	Car Rental	TX-C1080
Avis Rent a Car Systems	Car Rental	TX-C1080

TIPS;

Vendor	Contract Description	Contract
Chemical Response & Remediation Contractors, Inc.	Trades, Temporary Labor & Materials	8032609
3-C Technology	Audio Visual Equipment & Supplies Computer Equipment, Components & Peripherals	01-032609 1072309

US Communities;

Vendor	Contract Description	Contract
Auto Zone	Auto Parts & Accessories	0601343
Graybar	Electrical Products	MA-43272-6
Hagemeyer	Homeland Security and Public Safety	RQ06-814063-10A
Insight Public Sector	Technology Products Equipment & Technology Services/Solutions	RQ-09-997736-42b
The Home Depot	Maintenance/Hardware Supplies	05091

TCPN;

Vendor	Contract Description	Contract
CDW	Computer, Components, Peripherals & Software	R-4713
GovConnection	Computer, Components, Peripherals & Software	R-4718
M & A Technology	Computer, Components, Peripherals & Software	R-4721
Office Depot	Office & School Supplies	R-4670
Tandus US LLC	Commercial Floor Covering Systems	R-4882
Tech Depot	Computer, Components, Peripherals & Software	R-4716
Trane	Heating, Ventilating, Air Conditioning & Plumbing	R-4669
Tremco	Roofing Products & Services	R-4812
ThyssenKrupp Elevator Corp.	Elevator Products & Services	R-4679
Xerox Corporation	Document Management (Copiers)	R-4671
Xerox Supplies	Paper fine	R-4929

GSA;

Vendor	Contract Description	Contract
CDW	Computer Equipment, Software, Components, Peripherals & Software	GS-35F-0195J
Dell	Computer Equipment, Software, Components, Peripherals & Software	GS-35F-4076D
Tactical Gear Now, Inc.		GS-07F-5508R

HGAC;

Vendor	Contract Description	Contract
Motorola	Communication Equipment & Services	RA01-08
Sprint	Communication Equipment & Services	CW-05/02
Superior Alarms	Surveillance & Access Control Equipment	SE05-05
EF Johnson Co.	**Communications Equipment & Services**	**RA01-08**

***Denotes: New Vendor added for approval**