AI-21840 **2.A.**

transfer for the purchase of basic kill switch for new County vehicle.
CC CONSENT

Date:	06/29/2010
Submitted By:	Mary Garcia, TAX OFFICE
Submitted For:	Armando Barrera Jr.
Department:	TAX OFFICE
Agenda Category:	2010 Intradepartmental Transfers

Information

CAPTION

2010 - Tax Office (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1100-415-15-140-001-0-XXX

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

BUDGETARY IMPACT:

432-->434 $ 200.00; funds available as of 06/25/2010

Attachments

Link: Line Item Transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Ivan Cantu	06/25/2010 09:46 AM	APRV
2	Ana Galvan	Anna Galvan	06/25/2010 02:26 PM	APRV
3	Auditor's Office		06/25/2010 05:01 PM	NEW

Form Started By: Mary Garcia Started On: 06/25/2010 09:06 AM

Final Approval Date: 06/25/2010

AI-21754 **2.B.**

Line Item Transfer

CC CONSENT

Date: 06/29/2010
Submitted By: Virginia Rodriguez, SHERIFF DEPT.
Submitted For: Virginia Rodriguez
Department: SHERIFF DEPT.
Agenda Category: 2010 Interdepartmental Transfers

Information

CAPTION

2010 - Sheriff's Office (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010
ACCT. #: 1100-423-21-280-002-0-
FUNDS AVAILABLE Y/N?: Yes
MATCHING FUNDS Y/N?: No
BUDGETARY IMPACT:

Attachments

Link: Line Item Transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Anacleto Martinez	Anacleto Martinez	06/21/2010 11:04 AM	APRV
2	Budget & Management	Erika Zamora	06/22/2010 12:42 PM	APRV
3	Ana Galvan	Anna Galvan	06/23/2010 03:09 PM	APRV
4	Auditor's Office		06/25/2010 05:01 PM	NEW

Form Started By: Virginia Rodriguez
Started On: 06/21/2010 10:54 AM
Final Approval Date: 06/25/2010

DATE: June 21, 2010

DEPARTMENT HEAD: Guadalupe "Lupe" Trevino

DEPARTMENT NAME: Hidalgo County Sheriff's Office

ACCOUNT NUMBER: 0-1100-423-21-280-002-0-

SUBJECT: Budget Line-Item Transfer (s)

Honorable Commissioners' Court of Hidalgo County:

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

FROM			TO		
ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
0-1100-423-21-280-002-0-332	HOSPITAL SERVICES	→	0-1100-423-21-280-002-0-421	DISPOSAL	$ 7,000.00
		→			
		→			
		→			
		→			
		→			
		→			
		→			
				TOTAL	$ 7,000.00

REASON: Transfer is needed to fund expenditures for the transportation and disposal of approximately 5,000 gallons of kitchen grease.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

_____/_____/_____
DATE

ATTEST COUNTY CLERK

AI-21827 **2.C.**

Line Item Transfer

CC CONSENT

Date:	06/29/2010
Submitted By:	Esther Contreras, 370TH DISTRICT COURT
Submitted For:	Noe Gonzalez, Judge Presiding
Department:	370TH DISTRICT COURT
Agenda Category:	2010 Interdepartmental 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-->583 $ 1,500.00; funds available as of 06/25/2010

890-->584 $ 500.00; funds available as of 06/25/2010

Attachments

Link: Line Item Transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/24/2010 09:50 AM	APRV
2	Ana Galvan	Anna Galvan	06/25/2010 02:13 PM	APRV
3	Auditor's Office		06/25/2010 05:01 PM	NEW

Form Started By: Esther Contreras Started On: 06/24/2010 08:40 AM

Final Approval Date: 06/25/2010

DATE: June 28, 2010

DEPARTMENT HEAD: Noé Gonzalez

DEPARTMENT NAME: 370th District Court

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

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, Subsection C.

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
890	Other	583	Travel out of County	$1,500.00
890	Other	584	Registration Fees	$ 500.00
			TOTAL:	$2,000.00

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

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNT CLERK

AI-21721 **2.D.**

Line Item Transfer

CC CONSENT

Date:	06/29/2010
Submitted By:	Aleida Lopez, J.P. 4, 1
Submitted For:	Aleida Lopez
Department:	J.P. 4, 1
Agenda Category:	2010 Intradepartmental Transfers

Information

CAPTION

2010 - J.P. Pct. 4, Pl. 1 (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1100-412-00-067-001-0-XXX

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

BUDGETARY IMPACT:

531-->601 - $ 300.00; Funding available as of 6/18/10.
535-->601 - $ 500.00; Funding available as of 6/18/10.
581-->601 - $ 200.00; Funding available as of 6/18/10.

Attachments

Link: line item transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/17/2010 02:52 PM	APRV
2	Norma Silva	Norma Silva	06/18/2010 01:36 PM	APRV
3	Auditor's Office	Angela Garcia	06/18/2010 01:41 PM	APRV
4	Norma Silva	Norma Silva	06/18/2010 04:09 PM	APRV

Form Started By: Aleida Lopez Started On: 06/17/2010 02:37 PM

Final Approval Date: 06/18/2010

BUDGET INTRA-DEPARTMENTAL TRANSFER REQUEST

DATE: **June 17, 2010**

DEPARTMENT HEAD: **Charlie Espinoza**

DEPARTMENT NAME: Justice of the Peace Pct. 4, Pl. 1

ACCOUNT NUMBER: **0-1100-412-00-067-001-0**

CONTACT PERSON: Aleida S. Lopez PHONE: **956-380-4473 Ext. 4103**

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
531	Telephone	601	Office Supplies	300.00
535	Postage	601	Office Supplies	$ 500.00
581	Travel-in county	601	Office Supplies	$ 200.00
			TOTAL	$ 1,000.00

REASON: Funds needed to purchase basic office supplies

DEPARTMENT HEAD SIGNATURE

CC DATE

APPROVED COMMISSIONERS COURT

ATTEST COUNTY CLERK

AI-21764 **2.E.**

Intradepartmental Transfer

CC CONSENT

Date:	06/29/2010
Submitted By:	Rosie Luna, SAFETY DIVISION
Submitted For:	Roy Quintanilha
Department:	SAFETY DIVISION
Agenda Category:	2010 Intradepartmental Transfers

Information

CAPTION

2010 - 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:

671-->431 - $ 125.00; Funding available as of 6/23/10.

Attachments

Link: 6/29/10

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/22/2010 12:46 PM	APRV
2	Norma Silva	Norma Silva	06/23/2010 02:43 PM	APRV
3	Auditor's Office		06/25/2010 05:01 PM	NEW

Form Started By: Rosie Luna Started On: 06/21/2010 02:27 PM

Final Approval Date: 06/25/2010

DATE: June 21, 2010

DEPARTMENT HEAD: Roy Quintanilha

DEPARTMENT NAME: Dept. of Budget and Management Safety Division

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

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

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

FROM OBJECT CODE	OBJECT NAME	**TO** OBJECT CODE	OBJECT NAME	AMOUNT
671	R&M Supplies-bldg & other	431	R&M Services-Bldg & Other	$ 125.00
			TOTAL	**$ 125.00**

REASON: **Line Item Transfer is being requested for an expected expenditure.**

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

AI-21826 **2.F.**

WIC- BF

CC CONSENT

Date:	06/29/2010
Submitted By:	Margarita Gonzalez, WIC
Submitted For:	Norma L. Longoria
Department:	WIC
Agenda Category:	2010 Intradepartmental Transfers

Information

CAPTION

2010 - WIC (1292)

BACKGROUND

BF Line Item Transfer

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1292-441-00-350-002-0-XXX

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

BUDGETARY IMPACT:

Available account balance as of 06-24-10

Attachments

Link: transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/24/2010 09:51 AM	APRV
2	Veronica Ortiz	Veronica Ortiz	06/24/2010 04:31 PM	APRV
3	Auditor's Office		06/25/2010 05:01 PM	NEW

Form Started By: Margarita Gonzalez Started On: 06/24/2010 08:31 AM

Final Approval Date: 06/25/2010

DATE: 06/23/10

WIC DIRECTOR: NORMA LONGORIA

DEPARTMENT NAME: HIDALGO COUNTY WIC PROGRAM

ACCOUNT NUMBER: 0.1292.441.00.350.002.0

SUBJECT: BUDGET LINE ITEM TRANSFER

Honorable Commissioners' Court of Hidalgo County:

I submit to youfor 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
0.1292.441.00.350.002.0	640 Reference Material	→	0.1292.441.00.350.002.0	603	Education/ Instruction Supp.	1,500.00
Total:						1,500.00

REASON: To encumber cost for expenditures that are needed.

Department Head Signature

APPROVED COMMISSIONERS COURT

/ /

Date

ATTEST COUNTY CLERK

AI-21831 **2.G.**

Emergency Management LIT

CC CONSENT

Date:	06/29/2010
Submitted By:	Rolando Garcia, BUDGET & MANAGEMENT
Submitted For:	Emergency Management
Department:	BUDGET & MANAGEMENT
Agenda Category:	2010 Intradepartmental Transfers

Information

CAPTION

2010 - Emergency Management (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010

ACCT. #: 0-1100-429-00-300-023-0-XXX

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

613-->432 $307.00
available balance as of 06/25/10.

Attachments

Link: Transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Roland Garcia (Originator)	Rolando Garcia	06/25/2010 08:02 AM	APRV
2	Budget & Management	Ivan Cantu	06/25/2010 08:24 AM	APRV
3	JC Carreon	JC Carreon	06/25/2010 02:01 PM	APRV
4	Auditor's Office		06/25/2010 05:01 PM	NEW

Form Started By: Rolando Garcia

Started On: 06/24/2010 02:03 PM

Final Approval Date: 06/25/2010

DATE: June 28, 2010

DEPARTMENT HEAD: Raul Silguero

DEPARTMENT NAME: Budget & Management for Emergency Management (1100)

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

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 111.070, Subsection C.

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
613	EMERG SRVS-EM-SAFETY SUPPLIES	432	EMERG SRVS-EM-EQUIP&VEH R&M SRV	307.00
			TOTAL	307.00

REASON: TRANSFER NEEDED FOR IMMEDIATE VEHICLE REPAIRS AS PER DEPARTMENT

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

AI-21837 **2.H.**

Budget Line-Item Transfer for LJ Drainage Project for row payments
CC CONSENT

Date: 06/29/2010
Submitted By: Yolanda Cisneros, COMM. PCT. #2
Submitted For: Yolanda Cisneros
Department: COMM. PCT. #2
Agenda Category: 2010 Intradepartmental Transfers

Information

CAPTION
2010 - CO 2009 Pct. #2 LJ Drain (1339)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1339-431-00-122-038-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:
Account available balance as of 06/25/2010
From 733 ------> 711 in the amount of $30,000.00

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Ivan Cantu	06/25/2010 08:55 AM	APRV
2	JC Carreon	JC Carreon	06/25/2010 02:00 PM	APRV
3	Auditor's Office		06/25/2010 05:01 PM	NEW

Form Started By: Yolanda Cisneros Started On: 06/24/2010 05:49 PM
Final Approval Date: 06/25/2010

DATE: June 24, 2010

2010
Transfer

DEPARTMENT HEAD: Hector "Tito" Palacios

DEPARTMENT NAME: Hidalgo County Precinct No. 2
LJ DRAINAGE PROJECT

ACCOUNT NUMBER: 0-1339-431-00-122-038-0-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**
733	DRAINAGE DITCHES	711	ROW	$30,000.00
			TOTAL	**$30,000.00**

REASON:
Transfer needed to any expected expenditures and to cover additional ROW payments.

DEPARTMENT HEAD SIGNATURE

6/24/2010
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-21836 **2.I.**

Budget Line-Item Transfer for Administration janitorial supplies

CC CONSENT

Date:	06/29/2010
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 Administration (1200)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1200-431-00-122-005-0-XXX

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

BUDGETARY IMPACT:

Funding available in the amount of $2,178.49 as of 06/24/2010
From 671 ----> 607 in the amount of $500.00

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Ivan Cantu	06/25/2010 08:54 AM	APRV
2	Veronica Ortiz	Veronica Ortiz	06/25/2010 01:11 PM	APRV
3	Auditor's Office		06/25/2010 05:01 PM	NEW

Form Started By: Yolanda Cisneros Started On: 06/24/2010 05:23 PM

Final Approval Date: 06/25/2010

DATE: June 24, 2010

2010
Transfer

DEPARTMENT HEAD: Hector "Tito" Palacios

DEPARTMENT NAME: Hidalgo County Precinct No. 2
Road Administration Department

ACCOUNT NUMBER: 0-1200-431-00-122-005-0-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
671	BLDG & OTHER STRUCTURE R&M SUPPLY	607	HOUSEHOLD & JANITORIAL SUPPLIES	$500.00
			TOTAL	$500.00

REASON:
Transfer needed to cover expected expenditure.

DEPARTMENT HEAD SIGNATURE

6/24/2010
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-21835 **2.J.**

Budget Line-Item Transfer for Parks Department

CC CONSENT

Date:	06/29/2010
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 Parks (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1100-452-00-122-008-0-739

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

BUDGETARY IMPACT:

Funding available in the amount of $189,755.88 as of 06/24/2010
From 739 ----> 630 in the amount of $1,000.00

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Ivan Cantu	06/25/2010 08:54 AM	APRV
2	Norma Silva	Norma Silva	06/25/2010 03:02 PM	APRV
3	Auditor's Office		06/25/2010 05:01 PM	NEW

Form Started By: Yolanda Cisneros Started On: 06/24/2010 05:16 PM

Final Approval Date: 06/25/2010

DATE: June 21, 2010

2010
Transfer

DEPARTMENT HEAD: Hector "Tito" Palacios

DEPARTMENT NAME: Hidalgo County Precinct No. 2
Parks & Recreations Department

ACCOUNT NUMBER: 0-1100-452-00-122-008-0-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
739	OTHER STRUCTURES	630	FOOD	$1,000.00
			TOTAL	$1,000.00

REASON:
Transfer needed to cover expected expenditures.

DEPARTMENT HEAD SIGNATURE

6/21/2010
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-21828 **2.K.**

Intradepartmental transfer - Pct 2 BCAP

CC CONSENT

Date:	06/29/2010
Submitted By:	Sylvia Solis, BUDGET & MANAGEMENT
Submitted For:	Pct 2 BCAP
Department:	BUDGET & MANAGEMENT
Agenda Category:	2010 Intradepartmental Transfers

Information

CAPTION

2010 - Pct. #2 BCAP (1200)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1200-431-00-122-017-0-XXX

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

BUDGETARY IMPACT:

Funds available as of 06/24/10.

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/24/2010 10:08 AM	APRV
2	Rosalinda Cantu	Rosie Cantu	06/24/2010 04:50 PM	APRV
3	Auditor's Office		06/25/2010 05:01 PM	NEW

Form Started By: Sylvia Solis Started On: 06/24/2010 08:59 AM

Final Approval Date: 06/25/2010

DATE: June 24, 2010

2010
Transfer

DEPARTMENT HEAD: Raul Silguero, Jr., Budget Officer

DEPARTMENT NAME: Department of Budget & Management for Pct. 2 BCAP

ACCOUNT NUMBER: 0-1200-431-00-122-017-0-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
113	REG F/T EMPLOYEES	211	HEALTH INSURANCE	80.34
113	REG F/T EMPLOYEES	212	LIFE INSURANCE	0.80
			TOTAL	81.14

REASON:
Intradepartmental Transfer to fund unanticipated health and life insurance expenditures.

DEPARTMENT HEAD SIGNATURE

DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-21795 **2.L.**

Pct #3 Transfer

CC CONSENT

Date: 06/29/2010
Submitted By: Norma Ceballos, COMM. PCT. #3
Department: COMM. PCT. #3
Agenda Category: 2010 Intradepartmental Transfers

Information

CAPTION

2010 - Pct. #3 Parks (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010
ACCT. #: 0-1100-452-00-123-008-0-XXX
FUNDS AVAILABLE Y/N?: Y
MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:
funds available as of 06/23/2010

Attachments

Link: Line Item Tranfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/22/2010 01:40 PM	APRV
2	Ana Galvan	Anna Galvan	06/23/2010 03:20 PM	APRV
3	Auditor's Office		06/25/2010 05:01 PM	NEW

Form Started By: Norma Ceballos
Started On: 06/22/2010 11:28 AM

Final Approval Date: 06/25/2010

INTRADEPARTMENTAL TRANSFER

DATE: June 29, 2010

DEPARTMENT HEAD: Commissioner Joe M. Flores

DEPARTMENT NAME: Hidalgo County Precinct #3 Parks

ACCOUNT NUMBER: 0-1100-452-00-123-008-0-XXX

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

SUBJECT: Intradepartmental Transfer

Honorable Commissioners' Court of Hidalgo County:

I submit for your consideration the following Intradepartmental transfer's) in accordance with Local Governmen Chapter 111, Subchapter C.

FROM OBJECT CODE	OBJECT NAME	TO OBJECT CODE	OBJECT NAME
679	**Other R&M Supplies**	**550**	**Printing &Binding**

TOTAL

REASON: Transfer is needed to fund expected expenditures.

DEPARTMENT HEAD SIGNATURE

CC

APPROVED COMMISSIONERS' COURT

ATTEST CC

INTRADEPARTMENTAL TRANSFER

INTRADEPARTMENTAL TRANSFER

ıt Code,

AMOUNT
$ 1,000.00
$ 1,000.00

DATE

)UNTY CLERK

INTRADEPARTMENTAL TRANSFER

AI-21804 **2.M.**

LIT - 1315

CC CONSENT

Date:	06/29/2010
Submitted By:	Manuel Chapa, BUDGET & MANAGEMENT
Submitted For:	Pct# 4
Department:	BUDGET & MANAGEMENT
Agenda Category:	2010 Intradepartmental Transfers

Information

CAPTION

2010 - Pct. #4 TxDot (1315)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1315-431-00-124-023-0-711

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

BUDGETARY IMPACT:

711-->731 $3,392.67; available balance as of 6-22-10 $3,392.67.

Attachments

Link: LIT - 1315

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/22/2010 04:02 PM	APRV
2	Norma Silva	Norma Silva	06/23/2010 03:08 PM	APRV
3	Auditor's Office		06/25/2010 05:01 PM	NEW

Form Started By: Manuel Chapa Started On: 06/22/2010 02:37 PM

Final Approval Date: 06/25/2010

AI# 21804

DATE: 06/22/10

DEPARTMENT HEAD: Raul Silguero

DEPARTMENT NAME: Budget & Management for - TxDot (1315)
Pct#4 "I" Rd.

ACCOUNT NUMBER: 0-1315-431-00-124-023-0-XXX

SUBJECT: Intra-departmental Transfer/s

Contact Person: Manuel Chapa Ph# : 956-292-7025

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
711	ROW	731	Road	3,392.67
			TOTAL	3,392.67

REASON: **LIT to fund Atlas & Hall L.L.P. Legal Services Invoice (Hidalgo v. Ortiz - North "I" Road Project - Parcel # 55).**

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

AI-21786 **2.N.**

INTRA - BCAP (1312) - Las Brisas Subdivision Precinct No. 4

CC CONSENT

Date:	06/29/2010
Submitted By:	Marcie Jackson, COLONIA ACCESS PROGRAM
Submitted For:	Agapito Vargas
Department:	COLONIA ACCESS PROGRAM
Agenda Category:	2010 Intradepartmental Transfers

Information

CAPTION

2010 - Pct. #4 BCAP (1312)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 0

ACCT. #: 0-1312-431-00-124-406-0-899

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/22/2010 01:22 PM	APRV
2	Veronica Ortiz	Veronica Ortiz	06/24/2010 04:22 PM	APRV
3	Auditor's Office		06/25/2010 05:01 PM	NEW

Form Started By: Marcie Jackson

Started On: 06/22/2010 09:48 AM

Final Approval Date: 06/25/2010

DATE: June 22, 2010

2010
Transfer

DEPARTMENT HEAD: Agapito Vargas

DEPARTMENT NAME: Border Colonia Access Program for PCT. NO. 4 BCAP- (1312)

ACCOUNT NUMBER: 0-1312-431-00-124-406-0-899

AI-21786 06/29/10

Contact Person: Marcie Jackson **Ph#:** (956) 787-1891 Ext. 2010

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
899	LAS BRISAS-CONTINGENCY	731	LAS BRISAS-ROADS	$4,626.25
			TOTAL	4,626.25

REASON:
Transfer needed to fund completion of project.

DEPARTMENT HEAD SIGNATURE

____/____/____
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-21787 **2.O.**

INTRA - BCAP (1312) - Seminary Village Subdivision Precinct No. 4

CC CONSENT

Date:	06/29/2010
Submitted By:	Marcie Jackson, COLONIA ACCESS PROGRAM
Submitted For:	Agapito Vargas
Department:	COLONIA ACCESS PROGRAM
Agenda Category:	2010 Intradepartmental Transfers

Information

CAPTION

2010 - Pct. #4 BCAP (1312)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 0

ACCT. #: 0-1312-431-00-124-657-0-899

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/22/2010 01:22 PM	APRV
2	JC Carreon	JC Carreon	06/22/2010 01:50 PM	APRV
3	Auditor's Office		06/25/2010 05:01 PM	NEW

Form Started By: Marcie Jackson

Started On: 06/22/2010 09:59 AM

Final Approval Date: 06/25/2010

DATE: June 22, 2010

2010
Transfer

DEPARTMENT HEAD: Agapito Vargas

DEPARTMENT NAME: Border Colonia Access Program for PCT. NO. 4 BCAP- (1312)

ACCOUNT NUMBER: 0-1312-431-00-124-657-0-899

AI-21787 06/29/10

Contact Person: Marcie Jackson **Ph#:** (956) 787-1891 Ext. 2010

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
899	SEMINARY VILLAGE SUBD-CONTINGENCY	731	SEMINARY VILLAGE SUBD-ROADS	$7,500.00
			TOTAL	**7,500.00**

REASON:
Transfer needed to fund completion of project.

DEPARTMENT HEAD SIGNATURE

DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-21848 **2.P.**

Constable Precinct 3 Line Item Transfer

CC CONSENT

Date:	06/29/2010
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?: N

BUDGETARY IMPACT:

529-->431 - $ 675.00; Funding available as of 6/25/10.

Attachments

Link: Line item transfer 06-29-10

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Ivan Cantu	06/25/2010 03:24 PM	APRV
2	Norma Silva	Norma Silva	06/25/2010 04:37 PM	APRV
3	Auditor's Office		06/25/2010 05:01 PM	NEW

Form Started By: Rachel Cavazos Started On: 06/25/2010 03:15 PM

Final Approval Date: 06/25/2010

DATE: June 28, 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
529	SURETY & NOTARY BONDS	431	R&M SERVICES-BLDGS	$ 675.00
			TOTAL	$ 675.00

REASON: TO OBTAIN PURCHASE ORDERS TO REPAIR AND REPLACE MAGNETIC LOCKS ON BOTH FRONT AND REAR BUILDINGS.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

AI-21838 **3.A.**

Inter-Departmental Transfer for the McColl Offsite Drainage Project
CC CONSENT

Date:	06/29/2010
Submitted By:	Yolanda Cisneros, COMM. PCT. #2
Submitted For:	Yolanda Cisneros
Department:	COMM. PCT. #2
Agenda Category:	2010 Interdepartmental Transfers

Information

CAPTION

Pct. #2 R&B (1200):
Approval of 2010 interdepartmental transfer from Pct.2 P/U RD (program 006 $60,000.00) and Pct.2 Drainage Improvement Project (program 034 $40,000.00) into the McColl Offsite Drainage Project (program 047) in the total amount of $100,000.00

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1200-431-00-122-XXX-0-XXX

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

BUDGETARY IMPACT:

Funding available as of 06/24/2010
From 0-1200-431-00-122-006-0-711 ($245,400.00 available) ----> 0-1200-431-00-122-047-0-711 in the amount of $60,000.00
From 0-1200-431-00-122-034-0-890 ($40,000.00 available) -----> 0-1200-431-00-122-047-0-711 in the amount of #40,000.00

Attachments

Link: Inter-Dept. Transfer

Link: Parcel #27

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Ivan Cantu	06/25/2010 08:55 AM	APRV
2	Roland Garcia	Rolando Garcia	06/25/2010 10:06 AM	APRV
3	Auditor's Office		06/25/2010 05:01 PM	NEW

Form Started By: Yolanda Cisneros Started On: 06/24/2010 05:54 PM

Final Approval Date: 06/25/2010

DATE: April 30, 2010

2010
Transfer

DEPARTMENT HEAD: Hector "Tito" Palacios

DEPARTMENT NAME: Hidalgo County Precinct No.2
Road Bridge

ACCOUNT NUMBER: 0-1200-431-00-122-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
0-1200-431-00-122-006-0-711	PCT2 P/U RD - ROW	(60,000.00)
0-1200-431-00-122-034-0-890	PCT2 DRAIN IMPROVEMENT PROJECT - OTHER	(40,000.00)
0-1200-431-00-122-047-0-711	PCT2 MCCOLL OFFSITE DRAINAGE - ROW	$100,000.00
	TOTAL BUDGET INCREASE (DECREASE)	

REASON:
Transfer from PCT2 ROAD & BRIDGE to MCCOLL OFFSITE DRAINAGE for appraisal report on Parcel #27.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

HIDALGO COUNTY RIGHT OF WAY DEPARTMENT

PAY-MEMO

Jose N. Peña
Director

To: Hector "Tito" Palacios
Commissioner Hidalgo County Pct. # 2
Attn: Yolanda Cisneros

From: Lupe Rodriguez
Right of Way Agent

Date:

Re: South McColl Offsite Drain Project
Parcel 27 (Tully A. Mayer Limited Partnership)

==========

Commissioner Palacios,

Attached please find a copy of the unrecorded deed, copy of the Appraisal Report, and a copy of the 1099S form signed by Tully Thomas Mayer, President of Tully A. Mayer Limited Partnership on the above-mentioned parcel. A check in the amount of **$ 79,200.00** needs to be paid to **Tully A. Mayer Limited Partnership** out of your account _____ for the acquisition of this Right of Way Parcel 27. The Original deed will be held by the County and recorded as soon as payment to the landowner is processed.

Commissioners Court approved this project for acquisition on October 10, 2003.

Should you have any questions, please call.

Thanks,
Lupe

Approved _____
Hector "Tito" Palacios

_____
Joe Pena, Director

INVOICE RECEIVED BY:
Gonzalo Garza ON 6.9.10
GOODS/SERVICES RECEIVED BY:
Hector Palacios ON 6.9.10

PO # N/A
0 -1200-431-00-122-047-0-711
Req # N/A

2401 N. MOOREFIELD ROAD ★ MISSION, TEXAS 78572 ★ PH# (956) 283-8134 ★ FAX (956) 283-8402

AI-21839 **3.B.**

Inter-Departmental Transfer for LJ Drainage Project for Parcel #9-A Payment.
CC CONSENT

Date:	06/29/2010
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 interdepartment transfer within the Certificate of Obligations Series 2009, from LJ Pond (program 045) into L J Drain (program 038) in the amount of $82,000.00.

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 as of 06/24/2010
From 0-1339-431-00-122-045-0-719 ($147,082.61 available) -----> 0-1339-431-00-122-038-0-711 in the amount of $80,000.00
From 0-1339-431-00-122-045-0-733 ($2,400.00 available) ------> 0-1339-431-00-122-038-0-711 in the amount of $2,000.00

Attachments

Link: Parcel #9-A

Link: Interdepartment Transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Ivan Cantu	06/25/2010 08:56 AM	APRV
2	Roland Garcia	Rolando Garcia	06/25/2010 10:21 AM	APRV
3	Auditor's Office	Angela Garcia	06/25/2010 05:01 PM	APRV

Form Started By: Yolanda Cisneros Started On: 06/24/2010 06:05 PM

Final Approval Date: 06/25/2010

HIDALGO COUNTY RIGHT OF WAY DEPARTMENT

Jose N. Peña
Director

PAY MEMO

To: Commissioner Hector "Tito" Palacios
Attn: Yolanda Cisneros

From: Guadalupe Rodriguez
Right of Way Agent

Date: June 15, 2010

Re: LJ Drainage Project
Parcel # 9-A
CCD-0026-B (Hidalgo County vs Manuela C. Cerda)

==========

Dear Fred,

Attached please find a certified copy of the Award of Special Commissioners, signed by Judge Jay Palacios on the above-mentioned condemnation case. Check should be made payable to Atlas & Hall, Trustees c/o Greg Kazen in the amount of 90,580.00. They will disburse these funds to Manuela C.Cerda.

Please hold the check so that I may deliver it to them for their guidance.

Payment should be taken from Acct. #_____ for Right of way acquisition of this project.

This project was approved by Commissioners Court on December 23, 2008.

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

Thanks,
Lupe Rodriguez

Approved_____
Commissioner Hector "Tito" Palacios

Approved Joe N Pena
Jose N. Pena, ROW Director

INVOICE RECEIVED BY:
Esmeralda Molina ON 6-15-10
GOODS/SERVICES RECEIVED BY:
Hector Palacios ON 6-15-10

PO # N/A
0-1339-431-00-122-038-0-711
Req # N/A

2401 N. MOOREFIELD ROAD ★ MISSION, TEXAS 78572 ★ PH# (956) 283-8134 ★ FAX (956) 283-8402

DATE: June 24, 2010

2010
Transfer

DEPARTMENT HEAD: Hector "Tito" Palacios

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

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

AI-21839

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
0-1339-431-00-122-045-0-719	CO2009 PCT2 LJ POND - LAND	(80,000.00)
0-1339-431-00-122-045-0-733	CO2009 PCT2 LJ POND - DRAINAGE DITCHES	(2,000.00)
0-1339-431-00-122-038-0-711	CO2009-PCT2 LJ DRAIN(S OF OWASSA)-ROW	82,000.00
TOTAL BUDGET INCREASE (DECREASE)		-

REASON:
Transfer from CO 2009 PCT2 LJ POND to cover appraisal, for Parcel #9-A needed for the project.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

AI-21816 **3.C.**

Precinct No.3 BCAP (1311): Havana Subdivision

CC CONSENT

Date:	06/29/2010
Submitted By:	Marcie Jackson, COLONIA ACCESS PROGRAM
Submitted For:	Agapito Vargas
Department:	COLONIA ACCESS PROGRAM
Agenda Category:	2010 Interdepartmental Transfers

Information

CAPTION

Pct. #3 BCAP (1311):
Approval of 2010 interdepartmental transfer from Pct. 3 BCAP Casa De Los Vecinos, Pct. 3 BCAP Acosta S/D, Pct. 3 BCAP El Sol S/D, Pct. 3 BCAP Walton S/D, and Pct. 3 BCAP El Paraiso S/D to Pct. #3 BCAP Havana S/D in the total amount of $16,033.08.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1311-431-00-123-141-0-312
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N
BUDGETARY IMPACT:
Available funds as of 6/25/10 is $4,619.86.

FISCAL YEAR: 2010 ACCT. #: 0-1311-431-00-123-015-0-312
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N
BUDGETARY IMPACT:
Available funds as of 6/25/10 is $579.99.

FISCAL YEAR: 2010 ACCT. #: 0-1311-431-00-123-251-0-312
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N
BUDGETARY IMPACT:
Available funds as of 6/25/10 is $70.62.

FISCAL YEAR: 2010 ACCT. #: 0-1311-431-00-123-837-0-312
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N
BUDGETARY IMPACT:
Available funds as of 6/25/10 is $26.86.

FISCAL YEAR: 2010 ACCT. #: 0-1311-431-00-123-247-0-312

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

BUDGETARY IMPACT:

Available funds as of 6/25/10 is $10,735.75.

Attachments

Link: Interdepartmental Transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/23/2010 03:00 PM	APRV
2	Perla Lopez	Perla Lopez	06/25/2010 01:25 PM	APRV
3	Auditor's Office		06/25/2010 05:01 PM	NEW

Form Started By: Marcie Jackson Started On: 06/23/2010 01:15 PM

Final Approval Date: 06/25/2010

DATE: June 29, 2010

2010
Transfer

DEPARTMENT HEAD: Agapito Vargas

DEPARTMENT NAME: Border Colonia Access Program for Pct. 3 BCAP-(1311)

ACCOUNT NUMBER: 0-1311-431-00-123-XXX-0-312 AI-21816 6/29/10

Contact: Marcie Jackson **Ph#:** 787-1891 Ext. 2010

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

Honorable Commissioners' Court of Hidalgo County:

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

ACCOUNT NUMBER	ACCOUNT NAME	INCREASE (DECREASE) AMOUNT
0-1311-431-00-123-141-0-312	CASA DE LOS VECINOS-INDIRECT COST	$ (4,619.86)
0-1311-431-00-123-015-0-312	ACOSTA S/D-INDIRECT COST	$ (579.99)
0-1311-431-00-123-251-0-312	EL SOL S/D #2-INDIRECT COST	$ (70.62)
0-1311-431-00-123-837-0-312	WALTON S/D-INDIRECT COST	$ (26.86)
0-1311-431-00-123-247-0-312	EL PARAISO S/D-INDIRECT COST	$ (10,735.75)
0-1311-431-00-123-312-0-312	HAVANA S/D-INDIRECT COST	$ 16,033.08
	TOTAL BUDGET INCREASE (DECREASE)	**0.00**

REASON:
Transfer needed to fund reclassification of expenditures.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-21817 **3.D.**

Interdepartmental - Precinct No.4 BCAP (1311): Calma Estates #3 Subdivision CC CONSENT

Date:	06/29/2010
Submitted By:	Marcie Jackson, COLONIA ACCESS PROGRAM
Submitted For:	Agapito Vargas
Department:	COLONIA ACCESS PROGRAM
Agenda Category:	2010 Interdepartmental Transfers

Information

CAPTION

Pct. #4 BCAP (1311):
Approval of 2010 interdepartmental transfer within Pct. 4 BCAP from Rena Rae (program no. 612) to Calma Estates #3 (program no. 130) in the total amount of $1,893.14.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1311-431-00-124-612-0-312

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

BUDGETARY IMPACT:

Funding available as of 6-23-10.
0-1311-431-00-124-612-0-312-->0-1311-431-00-124-130-0-312 $1,893.14

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/23/2010 03:01 PM	APRV
2	Manuel Chapa	Manuel Chapa	06/23/2010 04:05 PM	APRV
3	Auditor's Office		06/25/2010 05:01 PM	NEW

Form Started By: Marcie Jackson Started On: 06/23/2010 01:49 PM

Final Approval Date: 06/25/2010

DATE: June 23, 2010

2010
Transfer

DEPARTMENT HEAD: Agapito Vargas

DEPARTMENT NAME: Border Colonia Access Program for Pct. 4 BCAP-(1312)

ACCOUNT NUMBER: 0-1311-431-00-124-612-0-312 AI-21817 6/29/10

Contact: Marcie Jackson **Ph#:** 787-1891 Ext. 2010

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

Honorable Commissioners' Court of Hidalgo County:

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

ACCOUNT NUMBER	ACCOUNT NAME	INCREASE (DECREASE) AMOUNT
0-1311-431-00-124-612-0-312	RENA RAE S/D-INDIRECT COST	$ (1,893.14)
0-1311-431-00-124-130-0-312	CALMA ESTATES #3-INDIRECT COST	$ 1,893.14
	TOTAL BUDGET INCREASE (DECREASE)	**0.00**

REASON:
Transfer needed to fund reclassification of expenditures.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

AI-21784 **3.E.**

Precinct No.4 BCAP (1312): Interdepartmental Las Brisas Subdivision
CC CONSENT

Date:	06/29/2010
Submitted By:	Marcie Jackson, COLONIA ACCESS PROGRAM
Submitted For:	Agapito Vargas
Department:	COLONIA ACCESS PROGRAM
Agenda Category:	2010 Interdepartmental Transfers

Information

CAPTION

Pct. #4 BCAP (1312):
Approval of 2010 interdepartmental transfer within Pct. 4 BCAP from Trenton Terrace Subdivision (program no. 752) to Las Brisas Subdivision (program no. 406) in the total amount of $16,078.80.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1312-431-00-124-752-0-733

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

BUDGETARY IMPACT:

Funding available as of 6-23-10
0-1312-431-00-124-752-0-733-->0-1312-431-00-124-406-0-733 $16,078.80

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/22/2010 01:22 PM	APRV
2	Manuel Chapa	Manuel Chapa	06/23/2010 08:04 AM	APRV
3	Auditor's Office		06/25/2010 05:01 PM	NEW

Form Started By: Marcie Jackson Started On: 06/22/2010 09:35 AM

Final Approval Date: 06/25/2010

DATE: June 22, 2010

2010
Transfer

DEPARTMENT HEAD: Agapito Vargas

DEPARTMENT NAME: Border Colonia Access Program for Pct. 4 BCAP-(1312)

ACCOUNT NUMBER: 0-1312-431-00-124-752-0-733 AI-21784 6/29/10

Contact: Marcie Jackson **Ph#:** 787-1891 Ext. 2010

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

Honorable Commissioners' Court of Hidalgo County:

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

ACCOUNT NUMBER	ACCOUNT NAME	INCREASE (DECREASE) AMOUNT
0-1312-431-00-124-752-0-733	TRENTON TERRACE-DRAINAGE DITCHES	$ (16,078.80)
0-1312-431-00-124-406-0-733	LAS BRISAS-DRAINAGE DITCHES	$ 16,078.80
	TOTAL BUDGET INCREASE (DECREASE)	**0.00**

REASON:
Transfer needed to fund completion of project.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

AI-21781 **3.F.**

Precinct No. 4 BCAP (1312): Interdepartmental Colonia Esperanza Subdivision

CC CONSENT

Date:	06/29/2010
Submitted By:	Marcie Jackson, COLONIA ACCESS PROGRAM
Submitted For:	Agapito Vargas
Department:	COLONIA ACCESS PROGRAM
Agenda Category:	2010 Interdepartmental Transfers

Information

CAPTION

Pct. #4 BCAP (1312):
Approval of 2010 interdepartmental transfer within Pct. 4 BCAP from Trenton Terrace Subdivision (program no. 752) to Colonia Esperanza #2 Subdivision (program no. 844) in the total amount of $210.00.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1312-431-00-124-752-0-733

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

BUDGETARY IMPACT:

Funding available as of 6-22-10.
0-1312-431-00-124-752-0-733-->0-1312-431-00-124-844-0-733 $210.00

Attachments

Link: interdept. transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/22/2010 01:21 PM	APRV
2	Manuel Chapa	Manuel Chapa	06/22/2010 04:20 PM	APRV
3	Auditor's Office		06/25/2010 05:01 PM	NEW

Form Started By: Marcie Jackson Started On: 06/22/2010 09:09 AM

Final Approval Date: 06/25/2010

DATE: June 22, 2010

2010
Transfer

DEPARTMENT HEAD: Agapito Vargas

DEPARTMENT NAME: Border Colonia Access Program for Pct. 4 BCAP-(1312)

ACCOUNT NUMBER: 0-1312-431-00-124-752-0-733 AI-21781 6/29/10

Contact: Marcie Jackson **Ph#:** 787-1891 Ext. 2010

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

Honorable Commissioners' Court of Hidalgo County:

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

ACCOUNT NUMBER	ACCOUNT NAME	INCREASE (DECREASE) AMOUNT
0-1312-431-00-124-752-0-733	TRENTON TERRACE-DRAINAGE DITCHES	$ (210.00)
0-1312-431-00-124-844-0-733	COL ESPERANZA #2-DRAINAGE DITCHES	$ 210.00
	TOTAL BUDGET INCREASE (DECREASE)	**0.00**

REASON:
Transfer needed to fund completion of project.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

AI-21802 **3.G.**

Interdepartmental Transfer - TxDot Pct#4 (1315)

CC CONSENT

Date:	06/29/2010
Submitted By:	Manuel Chapa, BUDGET & MANAGEMENT
Submitted For:	Pct# 4
Department:	BUDGET & MANAGEMENT
Agenda Category:	2010 Interdepartmental Transfers

Information

CAPTION

TxDot Pct# 4 (1315):
Approval of 2010 interdepartmental transfer within TxDot Pct#4 from CR344 12th St Bridge (program 022) to "I" Rd (program 023) in the amount of $1,300.00 to fund a Legal Services Invoice for North"I" Rd. Project – Parcel# 55.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1315-431-00-124-022-0-711

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

BUDGETARY IMPACT:

Available balance as of 6-22-10 $1,300.00
0-1315-431-00-124-022-0-711-->0-1315-431-00-124-023-0-731 $1,300.00

Attachments

Link: interdept. transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/22/2010 04:02 PM	APRV
2	Olga Garza	Olga Garza	06/23/2010 03:25 PM	APRV
3	Auditor's Office		06/25/2010 05:01 PM	NEW

Form Started By: Manuel Chapa Started On: 06/22/2010 02:14 PM

Final Approval Date: 06/25/2010

DATE: June 22, 2010

2010
Transfer

DEPARTMENT HEAD: Raul Silguero

DEPARTMENT NAME: Department of Budget & Management for TxDot (1315)

AI# 21802

ACCOUNT NUMBER: 0-1315-431-00-124-XXX-0-XXX

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

Contact: Manuel Chapa
Ph#: 292-7025 Ext. 5760

Honorable Commissioners' Court of Hidalgo County:

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

ACCOUNT NUMBER	ACCOUNT NAME	INCREASE (DECREASE) AMOUNT
0-1315-431-00-124-022-0-711	TXDOT-CR344 12TH ST BRIDGE-ROW	(1,300.00)
0-1315-431-00-124-023-0-731	TXDOT-PCT4-"I" RD(OWASSA-US281)-ROAD	1,300.00
	TOTAL BUDGET INCREASE (DECREASE)	**0.00**

REASON:
Interdepartmental transfer to fund Atlas & Hall L.L.P. Legal Services Invoice (Hidalgo v. Ortiz - North "I" Road Project - Parcel # 55).

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE ___/___/___

ATTEST COUNTY CLERK

AI-21799 **4.A.**

Interfund transfer from 1336 to 1315

CC CONSENT

Date:	06/29/2010
Submitted By:	Manuel Chapa, BUDGET & MANAGEMENT
Submitted For:	Pct#4
Department:	BUDGET & MANAGEMENT
Agenda Category:	Interfund Transfers

Information

CAPTION

CO Pct. #4 (1336) to TxDot Pct. #4 (1315):
Approval of 2010 interfund transfer within Pct. #4 from C.O. 2006 (1336) to TxDot (1315) in the amount of $17,375.99 to fund a Legal Services Invoice for North"I" Rd. Project - Parcel# 55.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1336-43X-00-124-03X-0-7XX

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

BUDGETARY IMPACT:

Funding available as of 6-22-10.

0-1336-431-00-124-030-0-711-->0-1315-431-00-124-023-0-731 $ 5,718.79
0-1336-431-00-124-035-0-731-->0-1315-431-00-124-023-0-731 $11,342.00
0-1336-432-00-124-033-0-742-->0-1315-431-00-124-023-0-731 $ 315.20

Attachments

Link: interfund

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/22/2010 02:13 PM	APRV
2	Roland Garcia	Rolando Garcia	06/25/2010 08:02 AM	APRV
3	Auditor's Office		06/25/2010 05:01 PM	NEW

Form Started By: Manuel Chapa Started On: 06/22/2010 01:40 PM

Final Approval Date: 06/25/2010

DATE: June 22, 2010

DEPARTMENT HEAD: Raul Silguero, Jr.

DEPARTMENT NAME: Department of Budget & Management
for TXDOT - PCT#4 "I" RD

2010
Transfer

AI# 21799

ACCOUNT NUMBER: **0-1315-431-00-124-023-0-731**

CONTACT PERSON: Manuel Chapa **PHONE:** 292-7025 ext. 5760

SUBJECT: **Interfund & BA - Transfer/s (transfer in/out) (increase/decrease) in Accordance with Local Government Code Chapter 111, Subchapter C.**

Honorable Commissioner's Court of Hidalgo County:

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

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
FROM		
0-1336-431-00-124-030-0- 711	**CO,2006-PCT4 10TH ST(SH107-FM1925)-ROW**	**(5,718.79)**
0-1336-431-00-124-035-0- 731	**CO,2006-PCT4 WALLACE (FM1925-FM490)-ROADS**	**(11,342.00)**
0-1336-432-00-124-033-0- 742	**CO,2006-PCT4 LANDFILL-HEAVY EQUIPMENT**	**(315.20)**
0-1336-491-01-000-315-0- 891	**Transfers Out**	**17,375.99**
TO		
0-1315-391-01-000-336-0- 000	**Transfers In**	**17,375.99**
0-1315-431-00-124-023-0- 731	**TXDOT-PCT4-"I" RD(OWASSA-US281)-ROAD**	**17,375.99**
	TOTAL BUDGET INCREASE (DECREASE)	**17,375.99**

REASON: **Interfund transfer to fund Atlas & Hall L.L.P. Legal Services Invoice (Hidalgo v. Ortiz - North "I" Road Project - Parcel # 55).**

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

AI-21808 **5.A.**

Planning Department

CC CONSENT

Date:	06/29/2010
Submitted By:	Nora Cavazos, PLANNING DEPT.
Submitted For:	Raul Sesin
Department:	PLANNING DEPT.
Agenda Category:	Planning Department

Information

CAPTION

1. Preliminary Approval of Subdivision Plat:
   San Jacinto Estates No. 7 Subdivision – Pct. 1 (Jacinto Garza)

2. Final Approval of Subdivision Plat with Variance Request:
   Re-plat of Lot 401, Brenda Ranchettes Subdivision – Pct. 4 (Fernando Guerra)

3. Final Approval of Subdivision Plat:
   Palomar Subdivision – Pct. 3 (Omar Garcia)

BACKGROUND

Fiscal Impact

Attachments

Link: San Jacinto Estates 7; Preliminary

Link: San Jacinto Estates 7; Plat

Link: Replat of Lot 401 Brenda Ranchettes; Final

Link: Replat of Lot 401, Brenda Ranchettes; Plat

Link: Palomar Subdivision; Final

Link: Palomar; Plat

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/22/2010 04:15 PM	APRV
2	Olga Garza	Olga Garza	06/23/2010 03:11 PM	APRV
3	Auditor's Office		06/25/2010 05:01 PM	NEW

Form Started By: Nora Cavazos — Started On: 06/22/2010 04:05 PM

Final Approval Date: 06/25/2010

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: June 22, 2010

RE: **San Jacinto Estates No. 7 Subdivision – Pct. 1**
Preliminary Approval

San Jacinto Estates No. 7 Subdivision is a seventy (70) lot subdivision located on the East side of Mile 4 ½ West Road approximately 540 feet South of Mile 10 North 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 May 13, 2010. The proposed subdivision lies within a Zone "A" as per FEMA's FIRM.

The proposed subdivision plat will dedicate twenty five (25) feet on Mile 10 North Road and fifteen (15) feet on Mile 4 ½ West Road of additional Road Right of Way in accordance with the Hidalgo County Thoroughfare Plan.

Sanitary Sewer Services will be provided by the City of Weslaco.

Water Services will be provided by North Alamo Water Supply Corporation. There is an existing eight (8) inch waterline on Mile 10 North Road and along Mile 4 ½ West Road that will serve as the primary source of water for the proposed development.

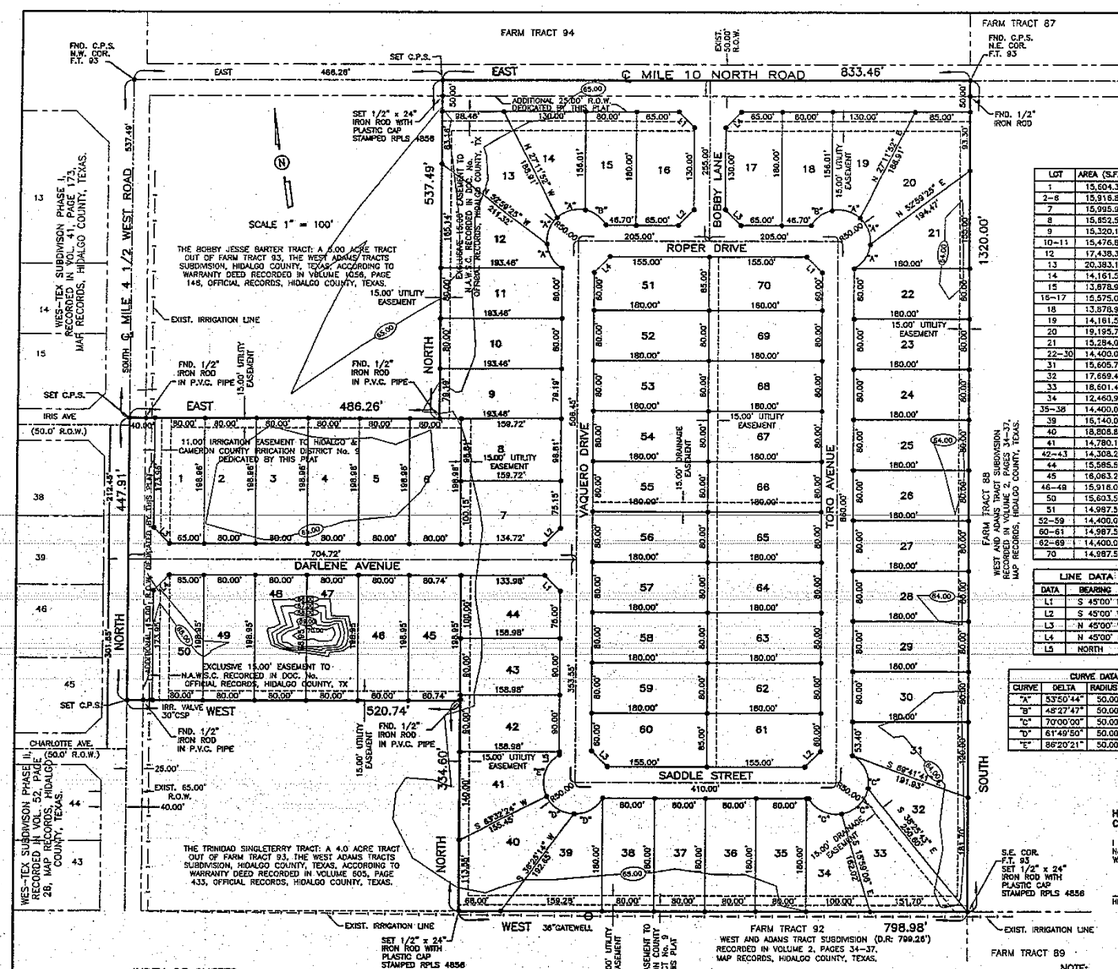
The Subdivision Plat has been reviewed and complies with the Hidalgo County Subdivision Rules, Texas Water Development Board Model Subdivision Rules and the Texas Local Government Code.

The Hidalgo County Advisory Board convened and recommended **Preliminary Approval** on **June 21, 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: **San Jacinto Estates No.7 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
		06-21-10	JRT
A	**1ST SHEET COMMENTS:** Please provide dimension distance from the center line to the existing north right of way line of Mile 10 North Road.		
B	Approval review memo from the L.R.G.V.D.C. (911 Dept.) is required for all proposed street names.		
C	Provide north arrow on vicinity map.		
D	Label the point of begging on drawing as describe on metes and bounds.		
E	Please delete the HC. Assistant Chief Inspector certification signature block. Approval signature not required, because subdivision will be treated by the City of Weslaco sanitary sewer.		
F	PLAT NOTES: 1] Please modify plat note with the approved LOMA form FEMA prior to preparing the original plat for final approval. 2] Please add the garage / carport setback to at 18' for front and side corner setback. 7] Delete this plat note it does not apply for this subdivision. →See attachment for additional plat note required for this plat.		
G	**2ND SHEET COMMENTS:** As per my conversation with Bernard Rodriguez, City of Weslaco Interim Director, an exclusive easement for the construction of the sewer line on the south side of Mile 10 North Road and the East side of Mile 4 West Road is required.		
H	Please provide utility crossing permits from HC. R.O.W. for the water line crossing on Mile 10 North Road and Mile 4 ½ West Road.		
I	Provide Flange elevation for all proposed fire hydrants.		
J	Correct the subdivider statement.		
K	**3RD SHEET COMMENTS:** Provide culverts with safety ends and both entrances from Mile 10 North Road and Mile 4 ½ West Road.		
L	Label for contractor to re-grade road side ditch on Mile 4 ½ West road and Mile 10 North Road to county specs.		
M	Provide natural water flow arrows.		
N	A drainage easement is required by different instrument number for discharge pipe into existing drain ditch along the south east corner of the subdivision.		
O	Extend topography elevation at 500 feet from property line.		
P	Please provide complete information and dimensions for the existing drain ditch canal along the south east corner of the subdivision.		
Q	Storm discharge structure detail does not coincide with drainage design.		



LOT	AREA (S.F.)	AREA (AC.)
1	15,604.30	0.358
2-6	15,916.80	0.365
7	15,995.98	0.367
8	15,852.56	0.382
9	15,320.10	0.352
10-11	15,476.80	0.355
12	17,438.30	0.400
13	20,383.15	0.468
14	14,161.50	0.325
15	13,878.92	0.319
15-17	15,575.00	0.358
18	13,878.92	0.319
19	14,161.50	0.325
20	19,195.78	0.441
21	15,284.07	0.351
22-30	14,400.00	0.331
31	15,605.77	0.358
32	17,659.41	0.405
33	18,601.49	0.427
34	12,460.91	0.286
35-38	14,400.00	0.331
39	16,140.02	0.371
40	18,808.88	0.432
41	14,780.19	0.339
42-43	14,308.20	0.328
44	15,585.50	0.358
45	16,063.22	0.369
46-49	15,918.00	0.365
50	15,603.50	0.358
51	14,987.50	0.344
52-59	14,400.00	0.331
60-61	14,987.50	0.344
62-69	14,400.00	0.331
70	14,987.50	0.344

LINE DATA TABLE		
DATA	BEARING	LENGTH
L1	S 45°00' E	35.36'
L2	S 45°00' W	35.36'
L3	N 45°00' W	35.36'
L4	N 45°00' E	35.36'
L5	NORTH	5.25'

CURVE DATA			
CURVE	DELTA	RADIUS	LENGTH
"A"	53°50'44"	50.00'	48.99'
"B"	48°27'47"	50.00'	42.29'
"C"	70°00'00"	50.00'	61.09'
"D"	61°49'50"	50.00'	53.96'
"E"	86°20'21"	50.00'	75.35'

SUBDIVISION PLAT OF:

SAN JACINTO ESTATES No. 7

A 29.99 ACRE TRACT OF LAND OUT OF FARM TRACT 93, WEST AND ADAMS TRACTS SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 2, PAGES 34-37, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO SPECIAL WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 2084665, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS,

METES AND BOUNDS

A 29.99 ACRE TRACT OF LAND OUT OF FARM TRACT 93, WEST AND ADAMS TRACTS SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 2, PAGES 34-37, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO SPECIAL WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 2084665, 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 COTTON PICKER SPINDLE SET ON THE NORTH LINE OF FARM TRACT 93 AND IN THE CENTERLINE OF MILE 10 NORTH ROAD FOR THE NORTHEAST CORNER OF THE BOBBY JESSE BARTER TRACT (A 5.0 ACRE TRACT OUT OF FARM TRACT 93, WEST AND ADAMS TRACTS SUBDIVISION, ACCORDING TO WARRANTY DEED RECORDED IN VOLUME 1056, PAGE 148, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS) AND THE NORTHWEST CORNER OF THIS TRACT, SAID SPINDLE BEARS EAST, 486.26 FEET FROM THE NORTHWEST CORNER OF FARM TRACT 93.

THENCE: EAST, ALONG THE NORTH LINE OF FARM TRACT 93 AND THE CENTERLINE OF MILE 10 NORTH ROAD, A DISTANCE OF 833.46 FEET (DEED RECORD: 833.74 FEET) TO A COTTON PICKER SPINDLE FOUND FOR THE NORTHEAST CORNER OF FARM TRACT 93 AND THE NORTHEAST CORNER OF THIS TRACT.

THENCE: SOUTH, ALONG THE EAST LINE OF FARM TRACT 93, PASSING A 1/2" IRON ROD WITH CAP STAMPED RPLS 1651 FOUND AT 25.00 FEET FOR THE SOUTH RIGHT OF WAY LINE OF MILE 10 NORTH ROAD, A TOTAL DISTANCE OF 1,320.00 FEET TO A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET FOR THE SOUTHEAST CORNER OF FARM TRACT 93 AND THE SOUTHEAST CORNER OF THIS TRACT.

THENCE; WEST, ALONG THE SOUTH LINE OF FARM TRACT 93, A DISTANCE OF 798.98 FEET (DEED RECORD: 799.28 FEET) TO A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET FOR THE SOUTHEAST CORNER OF THE TRINIDAD SINGLETERRY TRACT (A 4.0 ACRE TRACT OUT OF FARM TRACT 93, WEST AND ADAMS TRACTS SUBDIVISION, ACCORDING TO WARRANTY DEED RECORDED IN VOLUME 605, PAGE 433, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS) AND THE SOUTHWEST CORNER OF THIS TRACT.

THENCE: NORTH, ALONG THE EAST LINE OF THE TRINIDAD SINGLETERRY TRACT, A DISTANCE OF 334.60 FEET TO A 1/2" IRON ROD FOUND FOR THE NORTHEAST CORNER OF SAID TRACT AND AN INTERIOR CORNER OF THIS TRACT.

THENCE: WEST, ALONG THE NORTH LINE OF THE TRINIDAD SINGLETERRY TRACT, PASSING A 1/2" IRON ROD FOUND AT 490.74 FEET FOR THE EAST RIGHT OF WAY LINE OF MILE 4 1/2 WEST ROAD, A TOTAL DISTANCE OF 520.74 FEET TO A COTTON PICKER SPINDLE SET ON THE WEST LINE OF FARM TRACT 93 AND IN THE CENTERLINE OF MILE 4 1/2 WEST ROAD FOR THE NORTHWEST CORNER OF SAID TRACT AND AN EXTERIOR CORNER OF THIS TRACT.

THENCE; NORTH, ALONG THE WEST LINE OF FARM TRACT 93 AND THE CENTERLINE OF MILE 4 1/2 WEST ROAD, A DISTANCE OF 447.91 FEET TO A COTTON PICKER SPINDLE SET FOR THE SOUTHWEST CORNER OF THE BOBBY JESSE BARTER TRACT AND AN EXTERIOR CORNER OF THIS TRACT.

THENCE; EAST, ALONG THE SOUTH LINE OF THE BOBBY JESSE BARTER TRACT, PASSING A 1/2" IRON ROD FOUND AT 30.00 FEET FOR THE EAST RIGHT OF WAY LINE OF MILE 4 1/2 WEST ROAD, A TOTAL DISTANCE OF 458.26 FEET TO A 1/2" IRON ROD FOUND FOR THE SOUTHEAST CORNER OF SAID TRACT AND AN INTERIOR CORNER OF THIS TRACT.

THENCE; NORTH, ALONG THE EAST LINE OF THE BOBBY JESSE BARTER TRACT, PASSING A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET AT 512.49 FEET FOR THE SOUTH RIGHT OF WAY LINE OF MILE 10 NORTH ROAD, A TOTAL DISTANCE OF 537.49 FEET TO THE POINT OF BEGINNING AND CONTAINING 28.99 ACRES OF LAND MORE OR LESS.

BEARINGS ARE IN ACCORDANCE WITH WES-TEX SUBDIVISION PHASE I, RECORDED IN VOLUME 41, PAGE 173, MAP RECORDS, HIDALGO COUNTY, TEXAS.

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 — REGISTERED PROFESSIONAL LAND SURVEYOR — 4856 — STATE OF TEXAS

ALFONSO QUINTANILLA
R.P.L.S. No. 4856

12-10-09
DATE

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

SAN JACINTO ENTERPRISES, L.L.C.
I, JACINTO GARZA, PRESIDENT — AS OWNER OF THE 29.99 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED SAN JACINTO ESTATES No. 7, HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE THE STREET, PARK, AND EASEMENTS SHOWN HEREON.

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.

SAN JACINTO ENTERPRISES, L.L.C.
JACINTO GARZA, PRESIDENT
2100 W. EXPRESSWAY 83
MERCEDES, TEXAS 78570

DATE

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, the undersigned notary public, on this day personally appeared

SAN JACINTO ENTERPRISES, L.L.C.
JACINTO GARZA, PRESIDENT _____ 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 thereby 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, 2012.

LILIA A. QUINTANILLA– NOTARY PUBLIC

CITY OF WESLACO
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 212.009(c) AND §212.0115(b)

WE THE UNDERSIGNED CERTIFY that this plat of the SAN JACINTO ESTATES No. 7, was reviewed and approved by the City Council of the City of Weslaco on _____.

Mayor of the City of Weslaco — Date

ATTEST: Secretary of the City of Weslaco — Date

CITY OF WESLACO
CERTIFICATE OF PLANNING AND ZONING APPROVAL

I THE UNDERSIGNED CERTIFY that this plat of the SAN JACINTO ESTATES No. 7, was reviewed and approved by the Planning and Zoning of the City of Weslaco on _____.

Chairperson of the City of Weslaco — Date

ATTEST: Secretary of the City of Weslaco — Date

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

WE THE UNDERSIGNED CERTIFY that this plat of the SAN JACINTO ESTATES No. 7, was reviewed and approved by the Hidalgo County Commissioners Court on _____.

Hidalgo County Judge — Date

ATTEST: Hidalgo County Clerk — Date

THIS PLAT APPROVED BY THE HIDALGO AND CAMERON COUNTY IRRIGATION DISTRICT # 9, DATED THIS _____ DAY OF _____, 20____.

NO IMPROVEMENTS OF ANY KIND SHALL BE PLACED UPON HCCID #9 RIGHTS-OF-WAY OR EASEMENTS WITHOUT THE EXPRESSED WRITTEN PERMISSION OF H.&C.C.I.D. #9.
NOTE: IT IS UNDERSTOOD THAT THE RATE OF FLOW OF DRAIN WATER WILL BE NO GREATER THAN THE RATE OF FLOW OF DRAIN WATER WHEN THE LAND WAS IN AGRICULTURAL USE.

GENERAL MANAGER

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

I THE UNDERSIGNED CERTIFY THAT THIS PLAT OF SAN JACINTO ESTATES No. 7 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 SAN JACINTO ESTATES No. 7 WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT ON _____.

HIDALGO COUNTY ASSISTANT CHIEF INSPECTOR — 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 THIS 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: _____

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 thereafter use, operate, inspect, recale or 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 relocate 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 thereunder in effect on the date 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____.

SAN JACINTO ENTERPRISES, L.L.C.
JACINTO GARZA, PRESIDENT

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 — 95634 — STATE OF TEXAS — ENGINEERING

ALFONSO QUINTANILLA
P.E. No. 95634

6-7-10
DATE

THE COUNTY OF HIDALGO — 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

INDEX OF SHEETS

SHEET 1.– HEADING INDEX: LOCATION MAP AND ETJ; PRINCIPAL CONTACTS: MAP: LOT, STREETS, AND EASEMENT LAYOUT: DESCRIPTION (METES AND BOUNDS); ENGINEER'S & SURVEYOR'S CERTIFICATION: PLAT NOTES AND RESTRICTIONS: OWNER'S DEDICATION, CERTIFICATION, ATTESTATION; CITY APPROVAL CERTIFICATE; COUNTY CLERK'S HIDALGO COUNTY R.O.W. AND HEALTH DEPARTMENT CERTIFICATION RECORDING CERTIFICATE; H.C.I.D. No. 1 CERTIFICATION; HIDALGO AND CAMERON COUNTY IRRIGATION DISTRICT No. 9 CERTIFICATE: REVISION NOTES.

SHEET 2.– WATER DISTRIBUTION AND SANITARY SEWER (CSSF) MAP, ENGINEERING REPORT, INCLUDING DESCRIPTION OF WATER AND WASTE WATER/CSSF AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH VERSION) SUBDIVIDER CERTIFICATE & STATEMENT.

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

REVISION NOTES

No.	Sheet	Revision	Date	Approved

PLAT NOTES AND RESTRICTIONS:

1.– FLOOD ZONE STATEMENT:
FLOOD ZONE DESIGNATION: ZONE "X"
NO BASE FLOOD ELEVATIONS DETERMINED.

COMMUNITY–PANEL NUMBER 480334 0450 C
MAP REVISED: JUNE 6, 2000 LOMR MAY 30, 2002

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).

2.– SETBACKS:

FRONT	25.00 FEET
REAR	25.00 FEET
SIDE	6.00 FEET
CORNER SIDE	10.00 FEET

OR EASEMENT WHICHEVER IS GREATER IN ALL CASES

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

4.– MINIMUM FINISH FLOOR NOTE:
MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE 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 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.

5.– BENCHMARK NOTE:
THE FOLLOWING BENCHMARK IS IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS.
BENCHMARK No. 1 ELEV=63.58 COTTON PICKER SPINDLE FOUND AT THE NORTHEAST CORNER OF THE SUBDIVISION.

6.– 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 72,079.72 CUBIC–FEET 1.65 ACRE FEET) OF STORM WATER RUNNOFF. DRAINAGE RETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS: SEE DRAINAGE REPORT ON SHEET No.3.

SAN JACINTO ENTERPRISES, L.L.C.
JACINTO GARZA, PRESIDENT — THE OWNER & SUBDIVIDER OF SAN JACINTO ESTATES No. 7 RETAINS AN EASEMENT UPON EACH LOT FOR THE PURPOSES OF INSTALLING AN APPROVED OSSF ON THE LOT AS DESCRIBED ON SHEET No. 2 OF THIS PLAT.

8.– LEGEND ● – DENOTES 1/2"x24" IRON ROD SET WITH PLASTIC CAP STAMPED RPLS 4856, UNLESS OTHERWISE NOTED.

9.– 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.

10.– GENERAL NOTE FOR SINGLE FAMILY RESIDENCES:
NO MORE THAN ONE–SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT. NO COMMERCIAL USE SHALL BE ALLOWED ON ALL THE FOLLOWING INTERNAL LOTS 1 THROUGH 70. APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT.

11.– EACH PURCHASE 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.

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

13.– NO DRIVEWAY ACCESS SHALL BE ALLOWED FROM MILE 4 1/2 WEST ROAD ON TO LOTS 1 AND 50.

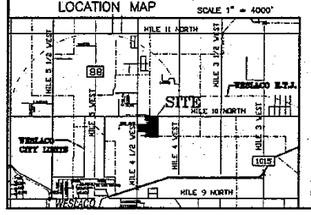
14.– THE DEVELOPER WILL BE RESPONSIBLE FOR THE STREET LIGHT INSTALLATION.

15.– 4.0' SIDEWALKS ARE REQUIRED ALONG INTERIOR STREETS AND ALONG MILE 10 NORTH ROAD & MILE 4 1/2 WEST ROAD AT TIME OF BUILDING PERMIT.

16.– NO DRIVEWAY ACCESS SHALL BE ALLOWED FROM MILE 10 NORTH ROAD ON TO LOTS 13 THROUGH 32.

LOCATION MAP

SCALE 1" = 4000'



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

SAN JACINTO ESTATES No. 7, IS LOCATED IN THE SOUTHEAST OF HIDALGO COUNTY PRESINCT No. 1 THE SOUTH SIDE OF MILE 10 NORTH ROAD APPROXIMATELY 496.26 FEET EAST OF ITS INTERSECTION WITH MILE 4 1/2 WEST ROAD. THE ONLY NEARBY MUNICIPALITY IS THE CITY OF WESLACO ACCORDING TO THE OFFICIAL MAP IN THE OFFICE OF THE SECRETARY OF THE CITY OF WESLACO (POPULATION 31,442). SAN JACINTO ESTATES No. 7, LIES APPROXIMATELY 1/2 A MILE FROM THE CITY LIMITS AND IT IS WITHIN THE CITY'S TWO–MILE EXTRA TERRITORIAL JURISDICTION (ETJ) UNDER LOCAL GOVERNMENT CODE § 212.001.

PRINCIPAL CONTACTS:

	Name	Address	City & Zip	Phone	Fax
OWNER:	SAN JACINTO ENTERPRISES, L.L.C. JACINTO GARZA, PRESIDENT	2100 W. EXPRESSWAY 83	MERCEDES, TX 78570	(956)565–6813	565–9016
ENGINEER:	ALFONSO QUINTANILLA	124 E. STUBBS	EDINBURG, TX 78539	(956)381–5480	381–0527
SURVEYOR:	ALFONSO QUINTANILLA	124 E. STUBBS	EDINBURG, TX 78539	(956)381–5480	381–0527

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
CONSULTING ENGINEERS · LAND SURVEYORS
124 E. STUBBS ST.
EDINBURG, TEXAS 78539
REGISTRATION NUMBER F–1813
PHONE 956–381–5480
FAX 956–381–0527

SHEET No. 1 OF 3 SHEETS	FILENAME : P:\DATA\SUBDIVS\WESLACO\SAN JACINTO ESTATES No. 7.\PLAT			
	DATE PREPARED	PREPARED BY	CHECKED BY	APPROVED BY
	DEC. 12, 2009	MJL		
	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: June 22, 2010

RE: **Re-plat of Lot 401, Brenda Ranchettes Subdivision – Pct. 4**
Final Approval with Variance Request

Re-plat of Lot 401 Brenda Ranchettes is a one (1) lot subdivision that may be used for residential or commercial located along the North side of FM 2812 approximately 900 feet East of Cesar Chavez 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 June 1, 2010. The proposed subdivision lies within a Zone "X" as per FEMA's FIRM.

Sanitary Services will be provided by OSSF. Soil Analysis were conducted by Jose Angel Gonzalez and approved by the Hidalgo County Environmental Health Department. The septic tank systems have been installed, inspected and can be expected to function satisfactorily.

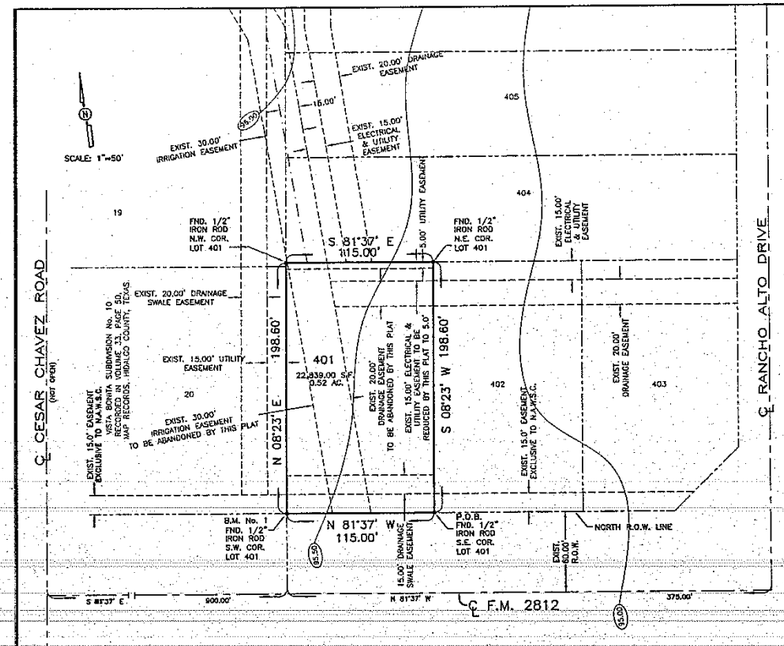
Water Services will be provided by North Alamo Water Supply Corporation. There is an existing twelve (12) inch waterline on FM 2812 that will serve as the primary source of water for the proposed development.

The Property owner requested a variance to the reduction of the utility easement along the North side of the lot from 15 feet to 5 feet. He also requested a variance to the reduction of the rear building setback from 35 feet to 5 feet due to the location of the existing building.

The Hidalgo County Advisory Board convened and recommended **Final Approval with Variance Request** on **June 21, 2010.**

REPLAT OF LOT 401 BRENDA RANCHETTES

A 0.52 OF AN ACRE TRACT OF LAND BEING ALL OF LOT 401, BRENDA RANCHETTES, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 39, PAGE 60, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO SPECIAL WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1891309, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.



METES AND BOUNDS

REPLAT OF LOT 401, BRENDA RANCHETTES

A 0.52 OF AN ACRE TRACT OF LAND BEING ALL OF LOT 401, BRENDA RANCHETTES, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 39, PAGE 60, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO SPECIAL WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1891309, 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 ON THE NORTH RIGHT OF WAY LINE OF F.M. 2812 FOR THE SOUTHEAST CORNER OF LOT 401 AND THE SOUTHEAST CORNER OF THIS TRACT.

THENCE; N 81°37' W, ALONG THE SOUTH LINE OF LOT 401 AND THE NORTH RIGHT OF WAY LINE OF F.M. 2812, A DISTANCE OF 115.00 FEET TO A 1/2" IRON ROD FOUND FOR THE SOUTHWEST CORNER OF LOT 401 AND THE SOUTHWEST CORNER OF THIS TRACT.

THENCE; N 08°23' E, ALONG THE WEST LINE OF LOT 401, A DISTANCE OF 198.60 FEET TO A 1/2" IRON ROD FOUND FOR THE NORTHWEST CORNER OF LOT 401 AND THE NORTHWEST CORNER OF THIS TRACT.

THENCE; S 81°37' E, ALONG THE NORTH LINE OF LOT 401, A DISTANCE OF 115.00 FEET TO A 1/2" IRON ROD FOUND FOR THE NORTHEAST CORNER OF LOT 401 AND THE NORTHEAST CORNER OF THIS TRACT.

THENCE; S 08°23' W, ALONG THE EAST LINE OF LOT 401, A DISTANCE OF 198.60 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.52 OF AN ACRE OF LAND MORE OR LESS.

BEARINGS ARE IN ACCORDANCE WITH BRENDA RANCHETTES, RECORDED IN VOLUME 39, PAGE 60, MAP RECORDS, HIDALGO COUNTY, TEXAS.

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
REG. No. 4656

5-26-10
DATE

STATE OF TEXAS
COUNTY OF HIDALGO

I (WE) THE UNDERSIGNED OWNER(S) OF THE LAND SHOWN ON THIS PLAT, AND DESIGNATED HEREIN AS THE REPLAT OF LOT 401 BRENDA RANCHETTES ADDITION OF THE COUNTY OF HIDALGO, AND WHOSE NAME IS SUBSCRIBED HERETO, HEREBY DEDICATE TO THE USE OF THE PUBLIC FOREVER ALL STREETS, ALLEYS PARKS, WATERCOURSES, DRAINS, EASEMENTS AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSE OF CONSIDERATION THEREIN EXPRESSED.

6-17-10
DATE

FERNANDO GUERRA, SR.
RR 15 BOX 1850
EDINBURG, TEXAS 78539

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, the undersigned authority, on this day personally appeared FERNANDO GUERRA, SR. known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for purposes and considerations therein stated.

Given under my hand and seat of office this 17th day of June, 2010

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

LILIA A. QUINTANILLA– NOTARY PUBLIC

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

WE THE UNDERSIGNED CERTIFY that this plat of the REPLAT OF LOT 401 BRENDA RANCHETTES was reviewed and approved by the Hidalgo County Commissioners Court on _____.

Hidalgo County Judge — date

ATTEST: Hidalgo County Clerk — date

PLAT NOTES AND RESTRICTIONS:

1.– FLOOD ZONE DESIGNATION ZONE "X" AREAS DETERMINED TO BE OUTSIDE 500 YEAR FLOOD–PLAIN. COMMUNITY–PANEL NUMBER 480334 0325 D EFFECTIVE DATE: MAY 17, 2001

2.– THIS LOT CAN BE FOR RESIDENTIAL OR COMMERCIAL USE. THIS MUST BE STIPULATED ON ALL DEEDS AND CONTRACT FOR DEEDS. A BUFFER FENCE IS REQUIRED FOR ALL COMMERCIAL LOTS TO BE INSTALLED BY DEVELOPER ALONG ALL ABUTTING RESIDENTIAL LOTS. APPLICATION FOR CONSTRUCTION APPROVED BY THE PLANNING DEPARTMENT, HEALTH DEPARTMENT AND FIRE MARSHALL ARE REQUIRED PRIOR TO OCCUPYING THE LOT.

3.– MINIMUM FINISH FLOOR ELEVATION: 18" ABOVE THE CENTERLINE OF THE STREET.

4.– LEGEND ● – DENOTES 1/2" IRON ROD FND. UNLESS OTHERWISE NOTED.

5.– THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES OF THIS SUBDIVISION.

6.– MINIMUM BUILDING SETBACK LINES:

FRONT	50.00'
REAR	5.00'
SIDE	5.00'
OR TO EASEMENT LINE WHICHEVER IS GREATER	

7.– NO BUILDINGS SHALL BE CONSTRUCTED OVER ANY EASEMENT OR LOT LINE.

8.– DRAINAGE RETENTION PER LOT IS: 1,475.44 S.F.

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.

10.– BENCH MARK=
B.M. No. 1 – ELEV.=94.88 1/2" IRON ROD FOUND AT THE SOUTHWEST CORNER OF LOT 401

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

12.– THERE IS AN EXISTING WATER METER AND O.S.S.F. SYSTEM ON THIS LOT. ADDITIONAL IMPROVEMENTS TO THE EXISTING O.S.S.F. SYSTEM MAY BE REQUIRED AT BUILDING PERMIT STAGE.

13.– DRIVEWAY ENTRANCES SHALL BE APPROVED BY TxDOT PRIOR TO BUILDING PERMIT APPROVAL AND ANY ACCESS ONTO F.M. 2812 MUST COMPLY WITH THE LATEST VERSION OF TxDOT'S ACCESS MANAGEMENT POLICY.

14.– 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/OR DEVELOPMENTS PERMIT. NO WATER OR LIGHT CLEARANCES SHALL BE ISSUED UNTIL THE SITE PLAN AND OSSF PLAN ARE APPROVED AND PROPOSED IMPROVEMENTS ARE CONSTRUCTED IN ACCORDANCE WITH COUNTY AND STATE STANDARDS.

15.– FERNANDO GUERRA, SR. , THE OWNER & SUBDIVIDER OF REPLAT OF LOT 401 BRENDA RANCHETTES RETAINS AN EASEMENT UPON EACH LOT FOR THE PURPOSED OF INSTALLING AN APPROVED OSSF ON THE LOT AS DESCRIBED ON SHEET No. 2 OF THIS PLAT.

16.– DRAINAGE DETENTION SWALE SHALL BE CONSTRUCTED AT BUILDING PERMIT STAGE

17.– THE REASON FOR THIS REPLAT IS TO RELOCATE THE DRAINAGE SWALE EASEMENT, REDUCE THE EXISTING UTILITY EASEMENT FROM 15.0' TO 5.0', REDUCE THE MINIMUM BUILDING REAR SETBACK, FROM 35.0' TO 5.0' AND TO ABANDON EXISTING THE 30.0' IRRIGATION EASEMENT.

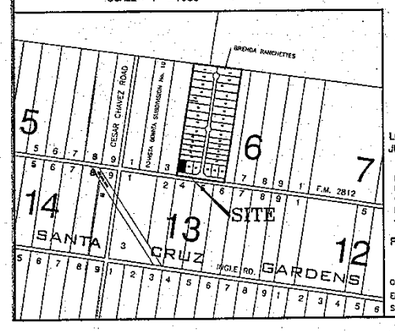
INDEX OF SHEETS

SHEET 1.–HEADING INDEX: LOCATION MAP AND ETJ; PRINCIPAL CONTACTS; MAP; LOT, STREETS, AND EASEMENT LAYOUT; DESCRIPTION (METES AND BOUNDS); ENGINEER'S & SURVEYOR'S CERTIFICATION; PLAT NOTES AND RESTRICTIONS; OWNER'S ACKNOWLEDGMENT; ADMINISTRATOR'S CERTIFICATE, PLANNING & ZONING CERTIFICATE, HIDALGO COUNTY JUDGE CERTIFICATE, HIDALGO COUNTY RIGHT OF WAY DEPT. AND HEALTH DEPT. CERTIFICATE, COUNTY CLERK'S RECORDING CERTIFICATE, H.C.D.D. No. 1 CERTIFICATION, SANTA CRUZ IRRIGATION DISTRICT No. 15 CERTIFICATION, REVISION NOTES.

SHEET 2.– WATER AND DISTRIBUTION AND SANITARY SEWER (OSSF) MAP. HEADING INDEX, ENGINEERING REPORT; INCLUDING DESCRIPTION OF WATER AND WASTER/OSSF AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH VERSION), SUBDIVIDER CERTIFICATE & STATEMENT, ADMINISTRATOR CERTIFICATE, DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND DRAINAGE SWALES, MAP OF TOPOGRAPHY AND DRAINAGE, COUNTY CLERK'S RECORDING CERTIFICATE, REVISION NOTES..

LOCATION MAP

SCALE= 1" =1000'



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 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 this water line as installed, Grantor further grants to Grantee an additional easement over and across the lands shown on this plat for the purpose of laterally relocate 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 17 day of June 2010.

FERNANDO GUERRA, SR.
RR 15 BOX 1850
EDINBURG, TEXAS 78539

REVISION NOTES

No.	Sheet	Revision	Date	Approved

COUNTY OF HIDALGO
STATE OF TEXAS

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
P.E. No. 85864

6-10-10
DATE

THIS PLAT APPROVED BY SANTA CRUZ IRRIGATION DISTRICT No. 15 ON THIS____ DAY OF _____, 20____ SUBJECT TO THE FOLLOWING: 1) NO BUILDINGS ALLOWED ON TOP OF AN IRRIGATION LINE; 2) FIFTEEN FOOT (15') EASEMENT ON EACH SIDE OF IRRIGATION LINE OR CANAL; 3) ALL LOTS SUBJECT TO RULES, REGULATION, RIGHTS–OF–WAY– AND EASEMENTS OF DISTRICT; AND 4) IF SUBDIVISION IS NOT EXCLUDED FROM DISTRICT AND IRRIGATION TO INDIVIDUAL LOTS IS DESIRED, EASEMENTS FOR NECESSARY IRRIGATION FACILITIES TO SUCH LOTS FROM THE CLOSEST–DISTRICT–DELIVERY–POINT SHALL BE PROVIDED, WITH THE LOT OWNER BEING RESPONSIBLE TO INSTALL SUCH NECESSARY FACILITIES.

PRESIDENT — SECRETARY

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:_____

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

I THE UNDERSIGNED CERTIFY THAT THIS PLAT OF REPLAT OF LOT 401 BRENDA RANCHETTES WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY RIGHT OF WAY DEPARTMENT ON _____, 20____.

HIDALGO COUNTY RIGHT OF WAY DIRECTOR — DATE

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

I THE UNDERSIGNED CERTIFY THAT THIS PLAT OF REPLAT OF LOT 401 BRENDA RANCHETTES WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT ON _____, 20____.

HIDALGO COUNTY HEALTH INSPECTOR — DATE

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

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

REPLAT OF LOT 401 BRENDA RANCHETTES IS LOCATED IN MIDDLE HIDALGO COUNTY ON THE NORTH SIDE OF F.M. 2812 AND EAST SIDE OF CESAR CHAVEZ ROAD. APPROXIMATELY 900 FEET EAST OF ITS INTERSECTION WITH CESAR CHAVEZ ROAD. THE ONLY NEARBY MUNICIPALITY IS THE CITY OF EDINBURG, ACCORDING TO THE OFFICAL MAP IN THE OFFICE OF THE SECRETARY OF THE CITY OF EDINBURG (POPULATION 62,735), REPLAT OF LOT 401 BRENDA RANCHETTES LIES APPROXIMATELY FOUR MILES FROM THE CITY LIMITS AND IT IS NOT WITHIN THE CITY'S TWO–MILE EXTRA–TERRITORIAL JURISDICTION (ETJ) UNDER LOCAL GOVERNMENT CODE § 42.021 AND LIES IN PCT. NO. 4

PRINCIPAL CONTACTS:

	Name	Address	City & Zip	Phone	Fax
OWNER:	FERNANDO GUERRA, SR.	RR 15 BOX 1850	EDINBURG, TEXAS 78539	(956)388–0994	
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

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

SHEET NO.	FILENAME P:\DATA\SUBDIVS\HC\BRENDA RANCHETTES REPLAT OF LOT 401 \PLAT			
	DATE PREPARED	PREPARED BY	CHECKED BY	APPROVED BY
1 OF 2	MAY 26, 2010	LUNA		
	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: June 22, 2010

RE: **Palomar Subdivision – Pct. 3**
Final Approval

Palomar Subdivision is a forty one (41) lot subdivision located approximately 2000 feet South of Mile 4 North Road on the West side of Trosper Road.

The proposed Subdivision lies within the City of Mission 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 October 27, 2005. The proposed subdivision lies within Zone "C" as per FEMA's FIRM.

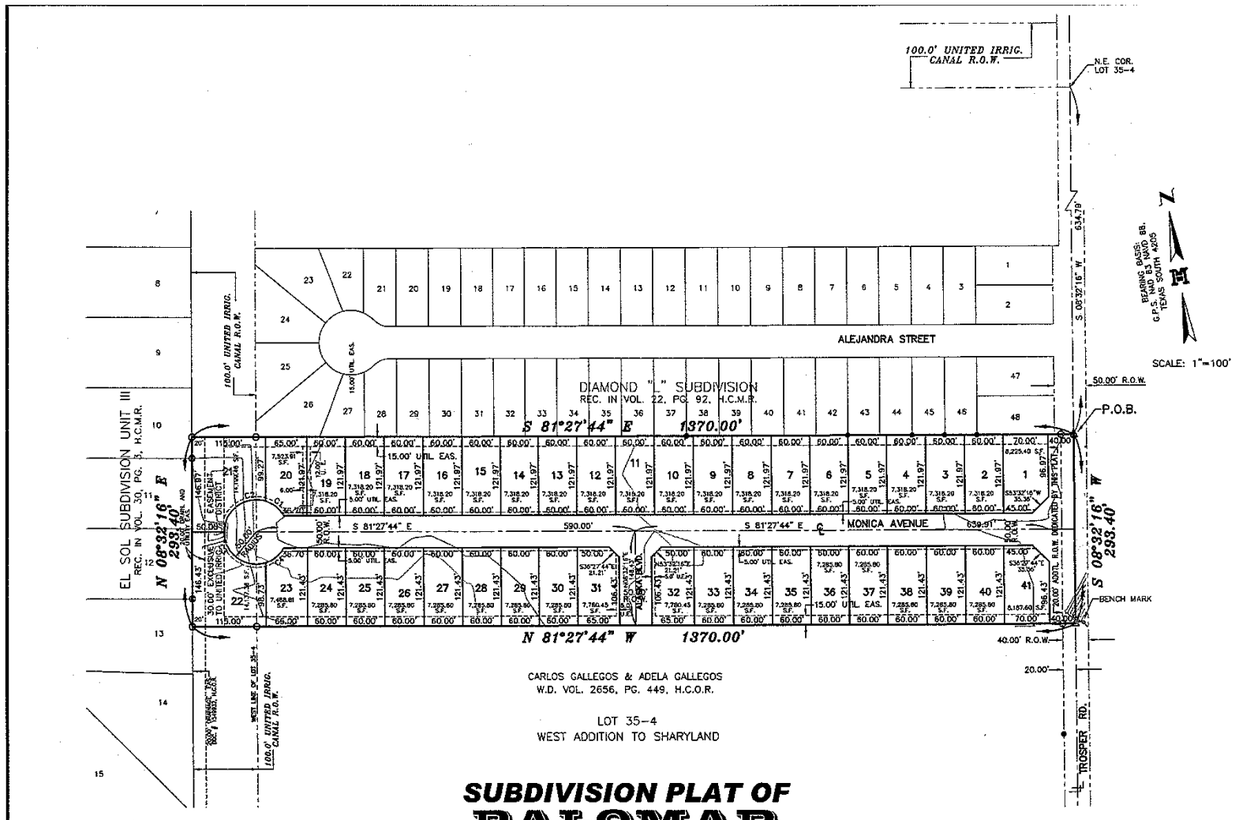
The proposed subdivision plat will dedicate twenty (20) feet on Trosper Road of additional Road Right of Way in accordance with the Hidalgo County Thoroughfare Plan.

Sanitary Sewer Services will be provided by the City of Mission.

Water Services will be provided by Sharyland Water Supply Corporation. There is an existing six (6) inch waterline on Trosper Road that will serve as the primary source of water for the proposed development.

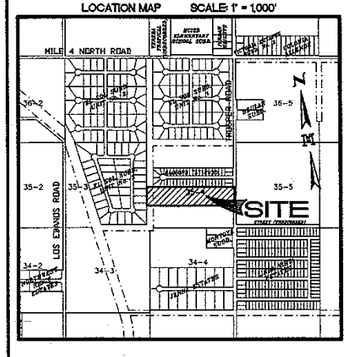
The Subdivision received preliminary approval from the Hidalgo County Commissioner's Court on March 14, 2006. The Subdivision Plat has been reviewed and complies with the Hidalgo County Subdivision Rules, Texas Water Development Board Model Subdivision Rules and the Texas Local Government Code.

The Hidalgo County Advisory Board convened and recommended **Final Approval** on **June 15, 2010.**



CURVE						
CURVE ID	RADIUS	LENGTH	TANGENT	CHORD	CHORD BEARING	DELTA
C1	50.00'	37.13'	19.47'	36.28'	N42°44'01"W	42°32'33"
C2	50.00'	93.77'	68.14'	80.62'	S62°15'59"W	107°27'27"
C3	50.00'	93.37'	68.14'	80.62'	S45°11'28"E	107°27'27"
C4	50.00'	37.13'	19.47'	36.28'	N25°48'32"E	42°32'33"

LOCATION MAP SCALE: 1" = 1,000'



SUBDIVISION PLAT OF PALOMAR SUBDIVISION

A RESUBDIVISION OF 9.228 ACRES,
COMPRISED OF 8.554 ACRES OUT OF LOT 35-4,
WEST ADDITION TO SHARYLAND, AND 0.674 ACRES OUT OF A
UNITED IRRIGATION CANAL R.O.W., ACCORDING TO THE MAP OR
PLAT THEREOF RECORDED IN VOLUME 1, PAGE 56, MAP RECORDS
OF HIDALGO COUNTY, TEXAS.

LEGEND

- ▲ FOUND COTTON PICKER SPINDLE
- ● FOUND #4 REBAR
- ⊗ FOUND #5 REBAR
- △ SET COTTON PICKER SPINDLE
- ○ SET #4 REBAR WITH PLASTIC CAP STAMPED: "MELDEN & HUNT"

METES & BOUNDS DESCRIPTION

A resubdivision of 9.228 acres, comprised of 8.554 acres out of Lot 35-4, WEST ADDITION TO SHARYLAND, and 0.674 acres out of a 100-FOOT UNITED IRRIGATION CANAL RIGHT-OF-WAY, according to the map or plat thereof recorded in volume 1, page 56, Map Records of Hidalgo County, Texas, said 9.228 acres also being more particularly described by Metes and Bounds as follows:

BEGINNING at a cotton picker spindle set on the east line of said Lot 35-4, within the right-of-way of Trosper Road, for the NORTHEAST CORNER of this herein described tract, said NORTHEAST CORNER bears S 08°32'16" W, a distance of 634.79 feet from the northeast corner of said Lot 35-4;

1. THENCE, S 08°32'16" W, along the east line of said Lot 35-4, and continuing within the right-of-way of said Trosper Road, a distance of 293.40 feet to a cotton picker spindle set for the SOUTHEAST CORNER of this herein described tract;

2. THENCE, N 81°27'44" W, along a line perpendicular to the the east line of said Lot 35-4, at a distance of 20.00 feet pass a #4 rebar set at the existing west right-of-way line of said Trosper Road, at a distance of 1,270.00 feet pass a #4 rebar set on the west line of said Lot 35-4, the east line of said 100-FOOT UNITED IRRIGATION CANAL RIGHT-OF-WAY, and continuing a total distance of 1,370.00 feet to a #4 rebar set on the West line of said 100-FOOT UNITED IRRIGATION CANAL RIGHT-OF-WAY, for the SOUTHWEST CORNER of this herein described tract;

3. THENCE, N 08°32'16" E, along the west line of said 100-FOOT UNITED IRRIGATION CANAL RIGHT-OF-WAY, being also the east line of El Sol Subdivision Unit III, recorded in Volume 30, Page 3, H.C.M.R., a distance of 293.40 feet to a #4 rebar set for the NORTHWEST CORNER of this herein described tract;

4. THENCE, S 81°27'44" E, along the south line of Diamond "L" Subdivision, recorded in Volume 22, Page 92, H.C.M.R., at a distance of 100.00 feet pass a #4 rebar set on the east line of said 100-FOOT UNITED IRRIGATION CANAL RIGHT-OF-WAY, the west line of said Lot 35-4, at a distance of 1,350.00 feet pass pass a #4 rebar set at the existing west right-of-way line of said Trosper Road, and continuing a total distance of 1,370.00 feet to the POINT OF BEGINNING, and containing 9.228 acres, of which 0.135 of one acre lies within the right-of-way of said Trosper Road, leaving a net of 9.093 acres of land, more or less.

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, FRED L. KURTH, A REGISTERED PROFESSIONAL ENGINEER AND REGISTERED PROFESSIONAL LAND SURVEYOR, 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.

FRED L. KURTH, RPE # 54151 RPLS # 4750
DATE SURVEYED: APRIL 4, 2005.
DATE PREPARED: OCTOBER 24, 2005.
JOB No. 05092.00

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

I, THE UNDERSIGNED, CERTIFY THAT THIS PLAT OF PALOMAR SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY RIGHT-OF-WAY DEPARTMENT ON: _____

HIDALGO COUNTY RIGHT-OF-WAY DIRECTOR

DATE

INDEX TO SHEET OF
PALOMAR SUBDIVISION PLAT:

SHEET 1: HEADING; INDEX; LOCATION MAP AND ETJ; PRINCIPAL CONTACTS; MAP: LOT, STREETS, AND EASEMENT LAYOUT; DESCRIPTION (METES AND BOUNDS); ENGINEER'S CERTIFICATION; SURVEYOR'S CERTIFICATION; PLAT NOTES AND RESTRICTIONS; OWNER'S DEDICATION, CERTIFICATION, ATTESTATION; CITY APPROVAL CERTIFICATE; COUNTY CLERK'S RECORDING CERTIFICATE; IRRIGATION DISTRICT; HIDALGO COUNTY R.O.W. DEPT.; REVISION NOTES.

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

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

PALOMAR SUBDIVISION IS LOCATED IN THE SOUTHWESTERN AREA OF HIDALGO COUNTY, TEXAS, APPROXIMATELY 2,000 FEET SOUTH OF MILE 4 NORTH ROAD, ON THE WEST SIDE OF TROSPER ROAD. THE NEAREST MUNICIPALITY IS THE CITY OF MISSION, ACCORDING TO THE OFFICIAL MAP IN THE OFFICE OF THE SECRETARY OF THE CITY OF MISSION (POPULATION 63,272).

PALOMAR SUBDIVISION LIES APPROXIMATELY 1.5 MILES NORTH OF THE MISSION CITY LIMITS AND IS WITHIN THE CITY'S TWO MILE EXTRATERRITORIAL JURISDICTION (ETJ) UNDER LOCAL GOVERNMENT CODE § 42.021. THIS DEVELOPMENT LIES WITHIN PRECINCT No. 3

GENERAL PLAT NOTES AND RESTRICTIONS

1. FLOOD ZONE STATEMENT:
F.E.M.A. FLOOD ZONE DESIGNATION: ZONE "C"
ZONE "C" IS DEFINED AS AREAS OF MINIMAL FLOODING (NO SHADING)
COMMUNITY PANEL NUMBER: 480334 0400 C
MAPS REVISED: NOVEMBER 15, 1982.
CONSTRUCTION OF RESIDENTIAL HOUSING WITHIN AN AREA OF THIS 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).

2. MINIMUM BUILDING SETBACKS SHALL BE AS FOLLOWS:
SIDE CORNER TROSPER ROAD.....20 FEET
FRONT.....20 FEET
SIDE.....6 FEET MIN. OR EAS. WIDTH, WHICHEVER IS GREATER
SIDE CORNER.....10 FEET MIN. OR EAS. WIDTH, WHICHEVER IS GREATER
GARAGE.....18 FEET, EXCEPT WHERE GREATER SETBACK APPLIES
REAR.....15 FEET MIN. OR EAS. WIDTH, WHICHEVER IS GREATER

3. GENERAL NOTE FOR SINGLE FAMILY RESIDENCES:
NO MORE THAN ONE-SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT.

4. MINIMUM FINISH FLOOR NOTE:
MINIMUM FINISH FLOOR ELEVATION SHALL BE 18 INCHES ABOVE TOP OF CURB OR 18 INCHES ABOVE NATURAL GROUND, WHICHEVER IS GREATER. ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME OF 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.

5. CLEARANCE FOR WATER METERS:
PRIOR TO LOCAL GOVERNMENT CODE REQUIREMENTS, SANITARY SEWER MUST BE CONNECTED TO A RESIDENCE PRIOR TO RECEIVING A FINAL CLEARANCE FOR WATER METER. A SEWER TAP INSPECTION SHALL BE PROVIDED FROM THE UTILITY SERVICE PROVIDER PRIOR TO RECEIVING A CLEARANCE FOR WATER METER(S).

6. ALL PUBLIC UTILITIES 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 OCCUPYING EASEMENT. THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES ON THIS SUBDIVISION.

7. BENCHMARK NOTE:
THE FOLLOWING BENCHMARK IS IDENTIFIED ON THE FACE OF THE PLAT, AND ON THE ENGINEERING PLANS:
TOP OF SANITARY SEWER MANHOLE LOCATED APPROXIMATELY 13 FEET EAST AND 2 FEET NORTH OF THE SOUTHEAST CORNER OF THIS SUBDIVISION.
ELEV.= 108.71
TEXAS SOUTH 4205 N.A.D. 83 N.A.V.D. 88

8. 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 24,606 CUBIC FEET, APPROX. 2.46 CUBIC FEET PER LOT (12.80 AC-FT) OF STORM WATER RUNOFF. DRAINAGE RETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS: (SEE DRAINAGE REPORT, SECOND SHEET OF THIS PLAT).

9. NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT. EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, SHEDS, SHRUBS, TREES AND OTHER PLANTINGS 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 TO THE OPERATION AND MAINTENANCE OF THE EASEMENT.

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

11. ALL PUBLIC UTILITY EASEMENTS DEDICATED BY THIS PLAT SHALL HAVE A MINIMUM WIDTH OF 15.00 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES.

12. THERE WILL BE NO ACCESS PERMITTED FROM LOTS 1 AND 41 ONTO TROSPER ROAD.

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

14. OWNERS OF LOTS 21 AND 22 SHALL NOT FENCE IN DRAINAGE AND IRRIGATION EASEMENTS.

15. A 4-FOOT CONCRETE SIDEWALK IS REQUIRED ON THE NORTH AND SOUTH SIDES OF MONICA AVENUE, AND EAST AND WEST SIDES OF ALASKA BOULEVARD AT THE PERMIT STAGE.

STATE OF TEXAS
COUNTY OF HIDALGO

OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION

I, OMAR GARCIA, OWNER OF THE 9.228 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED PALOMAR SUBDIVISION, SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE THE STREET(S), PARK(S), 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) SAN. 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 LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS.

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

OMAR GARCIA
G. G. CONSTRUCTION COMPANY, LLC
3801 N. BUSINESS 281
EDINBURG, TX. 78538

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, ON THIS DAY PERSONALLY APPEARED OMAR GARCIA PROVED TO ME, THROUGH HIS 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 THEREBY EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS_____ DAY OF_____ 20____.

NOTARY PUBLIC, 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 PALOMAR SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONERS COURT ON

_____ DATE _____
HIDALGO COUNTY JUDGE

ATTEST: _____ DATE _____
HIDALGO COUNTY CLERK

CITY OF MISSION
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 212.009(C) AND § 212.0115(B)

WE THE UNDERSIGNED CERTIFY THAT THIS PLAT OF PALOMAR SUBDIVISION WAS REVIEWED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MISSION ON

_____ _____
_____ DATE
MAYOR OF THE CITY OF MISSION

ATTEST: _____ DATE
SECRETARY OF THE CITY OF MISSION

THIS PLAT OF "PALOMAR SUBDIVISION" HAS BEEN SUBMITTED TO AND CONSIDERED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF MISSION, TEXAS, AND IS HEREBY APPROVED BY SUCH COMMISSION.

DATED THIS _____ DAY OF _____, 20 ___

_____
CHAIRMAN

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

DATED THIS THE _____ DAY OF _____, 20 ___

_____
ATTEST PRESIDENT

_____
SECRETARY

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: _____
_____

FILE 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

	NAME	ADDRESS	CITY & ZIP	PHONE	FAX
OWNER:	OMAR GARCIA	3801 N. BUSINESS 281	EDINBURG, TX. 78538	(956) 227-6627	(956) 668-1333
ENGINEER:	FRED L. KURTH P.E.	115 W. McINTYRE	EDINBURG, TX 78541	(956) 381-0981	(956) 381-1839
SURVEYOR:	FRED L. KURTH R.P.L.S.	115 W. McINTYRE	EDINBURG, TX 78541	(956) 381-0981	(956) 381-1839

MELDEN & HUNT INC.
CONSULTANTS • ENGINEERS • SURVEYORS
115 W. McINTYRE
EDINBURG, TX. 78541
E-MAIL: www.meldenandhunt.com
OFF: (956) 381-0981
FAX: (956) 381-1839
ESTABLISHED 1947

DRAWN BY: J. D' Z DATE _____ 2005
SURVEYED, CHECKED _____ DATE _____
FINAL CHECK _____ DATE _____

SHEET 1 OF 2 SHEETS

1ST. REVISION FEB. 28, 2006 DATE _____
2ND. REVISION _____ DATE _____

AI-21811 **6.A.**

Pipeline Permits

CC CONSENT

Date:	06/29/2010
Submitted By:	Sandra Garcia, RIGHT OF WAY DEPT.
Submitted For:	Joe Pena
Department:	RIGHT OF WAY DEPT.
Agenda Category:	Right of Way

Information

CAPTION

1. North Alamo Water Supply:
a. Install a 2" watereline in Monte Alto (Guadalupe Street NS/E 5th) Bore - Guadalupe Torres 3/4 service connection.

BACKGROUND

Fiscal Impact

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

BUDGETARY IMPACT:
NO BUDGETARY IMPACT

Attachments

Link: Pipeline Permit 6.29.10

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/23/2010 04:45 PM	APRV
2	Olga Garza	Olga Garza	06/24/2010 08:36 AM	APRV
3	Auditor's Office		06/25/2010 05:01 PM	NEW

Form Started By: Sandra Garcia — Started On: 06/23/2010 08:58 AM

Final Approval Date: 06/25/2010

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 _____day of _____,2010 does by these presents **GRANT, GIVE AND RELINQUISH TO:**
The North Alamo Water Supply Corporation hereinafter called Permittee, of the County of Hidalgo, Texas, the Right, Privilege and Authority to construct, reconstruct, lay and maintain a **2** inch /water/ gas/ sewer/ irrigation line; said line to be constructed of **PVC** material along the following public road easement held by the Hidalgo County of Hidalgo, Texas upon the conditions, obligations, and requirements as hereinafter set forth, said public road upon which said water/ gas/ sewer/ irrigation line is to be constructed, reconstructed, laid and maintained, **described as follows:**

1.MONTE ALTO (GUADALUPE ST NS/E 5TH)- BORE- Guadalupe Torres
¾"service connection

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

1. The Permittee will install and shall maintain said pipeline so that the top of the line will always be at least at the minimum depth of forty (40) inches below the flow line of the ditches on either side of said roadway when the pipeline is to be constructed, the Permittee shall contact the Commissioner in the Precinct in which the construction project is located and obtain written instructions, signed by said Commissioner, concerning the location and depth of said line. In this connection, it is agreed and understood that the Permittee will not cut the surface in any manner said public road or any roadway, without first obtaining the written permission of the Commissioners' Court of Hidalgo County, Texas.

2. The Permittee will employ a competent person or firm to do such installation and complete it in accordance with the covenants and conditions herein set forth.

3. Permittee shall stake its line on the location approved by the Commissioner in whose precinct the work is to be done well in advance of beginning its work. Permittee shall contact Commissioner before commencing any work.

4. The Permittee will use all proper caution in performing the work to prevent injury to all persons and property and it will indemnify Hidalgo County against all damages that may be assessed against the County by reasons of the work here permitted and the maintenance of such pipeline.

5. Not withstanding any provision in this Agreement to the contrary, Permittee recognizes that the paramount purpose of the easement and dedication for the said public road is to provide for the establishment and operation of a roadway for the public. Recognizing this as the paramount purpose of the easement and dedication, Permittee agrees that Permitter has the unlimited and unrestricted right to establish, construct, reconstruct and maintain the said public road and to conduct all maintenance for the roadway and all related structures (including but not limited to the maintenance, construction and reconstruction of ditches, drainage pipes, bridges and paving surfaces) without incurring any liability, obligation or duty to Permittee.

6. In the event that the Commissioners' Court of Hidalgo County gives the Permittee permission to cut, burrow and bore beneath the said public road or roadway, the Permittee will replace the road in the same condition as it was, which will require a refill of the ditch caused by installation of the pipe, tamping, and a waiting period of approximately sixty (60) days to allow for proper settling and then a replacement of the surface, if required. The Permittee will notify the County Commissioner of the Precinct in which the construction project is located upon the completion of the refill above mentioned and the County Commissioner will make such inspections as he deems necessary at that time, at the expiration of said sixty (60) day period and after resurfacing has been made to determine if the work has been done properly. Permittee will comply with such requirements in replacing said road as the County Commissioner concerned may require.

7. In the event Hidalgo County, Texas, the State Department of Highways and Public Transportation or any other municipality then constructing, reconstructing, maintaining or any other municipality then constructing, reconstructing, maintaining and operating said public road should, in the orderly course of its construction, reconstruct and/or repairing and maintaining of said road, deem it advisable to relocate said pipeline or to have same removed from said right of way entirely, then the Permittee covenants and obligates itself to remove and relocate said pipeline or to remove same entirely from right of way at its own expense, such removal or relocation to be done at the will and pleasure of the County of Hidalgo, Texas, the State Highways and Public Transportation or any other municipality that may be constructing, maintaining and operating said public road, which convenants, obligations and agreements shall be binding on Permittee, its successors and assigns and should Permittee, upon being given fifteen (15) days written notice to remove or relocate said pipelines by and of the aforementioned agencies, then the agency constructing, reconstructing, maintaining and operating said public road may thereupon remove same and be absolved and any responsibility and liability resulting from damage to said pipeline or injuries to Permittee, its successors and assigns as a result of removing same. By the acceptance of this granting of permission to lay, construct and maintain said pipelines, Permittee fully assumes responsibility and obligates itself to perform in its entirely the convenants, obligations and requirements hereinbefore set out.

8. It is understood and agreed that in the event a leak should develop in said pipeline, and upon being notified by the County of Hidalgo, Texas, acting, through any of its authorized agents and representatives, the Permittee will immediately repair and/or replace the injured or damaged section of said pipeline without delay.

9. It is expressly understood and agreed that no representation is made that the County of Hidalgo, Texas is the owner in fee or holder of an easement over and across the public road right of way in question and under consideration, and Permittee shall fully satisfy itself of the right to enter upon said land for the purposes of laying, constructing and maintaining of said pipeline so far as the fee owner thereof is concerned. The County of Hidalgo, Texas shall be by Permittee hold blameless from any damages or injuries occasioned by the entry and acts of Permittee as a result of the construction, maintenance and operation of said pipeline, and Permittee assumes full responsibility and liability for any damages or injuries arising or occasioned therefrom. In the event that legal action is brought against the County of Hidalgo with regard to such entry and acts of Permittee, the Permittee agrees to defend such action at its own cost and agrees to pay all court costs and attorney's fees incident thereto.

10. Permittee, in consideration of the County of Hidalgo, Texas granting and permitting the installation, construction, laying and maintaining the aforedescribed pipeline over, along or across County's public road as hereinbefore before set forth, agrees to defray the expense of a supervisor designated by the Commissioner of the Precinct in which said roads are situated, which said supervisor, acting as the agent of the County, shall have the right, during the construction, laying installation or in maintenance thereof of

said pipeline, to assure the County that said work of constructing, laying or maintaining of said line, including the removal and replacement, is all done in accordance with the provisions of the permit, and failure of Permittee to so perform as provided therein shall constitute grounds, at the election of Permitter, to terminate this contract and agreement instantly.

11. This permit will expire approximately (1) year to the day it was approved through the County Commissioners Court of Hidalgo County, Texas.

WITNESS our hands this the _____ Day of _____, 2010.

_____
COUNTY JUDGE

_____
COMMISSIONER, PRECINCT NO. 1

_____
COMMISSIONER, PRECINCT NO. 2

_____
COMMISSIONER, PRECINCT NO. 3

_____
COMMISSIONER, PRECINCT NO. 4

Blanca G Garza of Permittee, North Alamo Water Supply Corporation
(Printed Name of Agent) (Company Name)

420 S Doolittle Rd Edinburg Tx 78542 (956)383-1618 fax (956)318-0909
(Address / Phone / Fax)

in the aforementioned permit, does hereby accept the granting of same upon the terms, conditions and agreements, covenants and obligations as set forth therein, and agrees that same shall be fully binding upon the Permittee, its successors and a

WITNESS my hand this the 22nd Day of June, 2010.

BY: Blanca G. Garza
Signature

Clerk
Title

THE STATE OF TEXAS

COUNTY OF HIDALGO §

BEFORE ME, the undersigned authority, a Notary Public in and for Hidalgo County, Texas, on this day personally appeared RENE A. RAMIREZ ,County Judge of Hidalgo County, Texas and A.C.CUELLAR,HECTOR PALACIOS, JOE M. FLORES and OSCAR L.GARZA Commissioners of Hidalgo County, Texas known to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ Day of _____,2010.

_____
Notary Public, State of Texas

My Commission Expires:

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

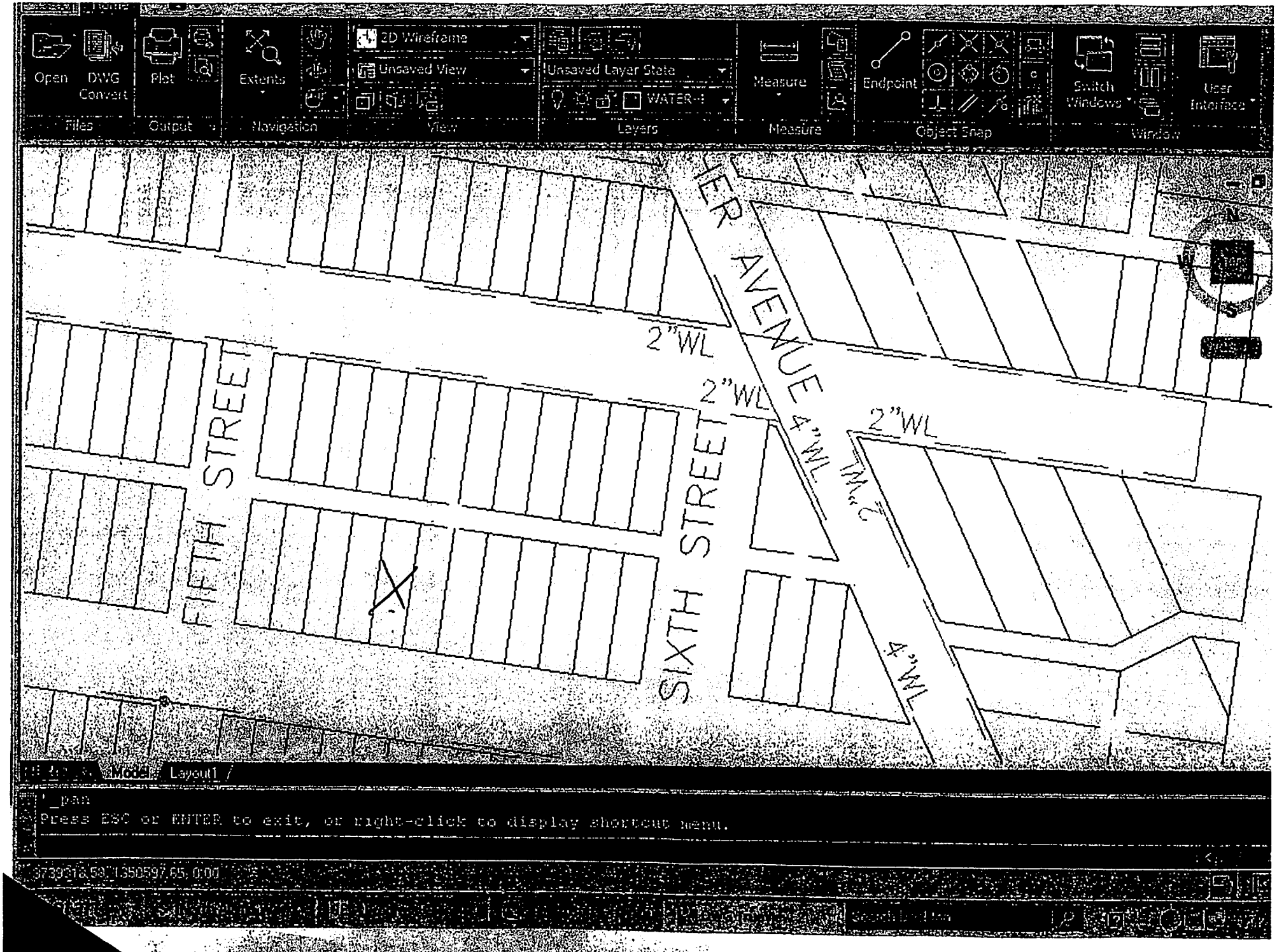
BEFORE ME, the undersigned authority, a Notary Public in and for Hidalgo County, Texas, on this day personally appeared Blanca G Garza, Agent of North Alamo Water Supply Corporation known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of this said North Alamo Water Supply Corporation a corporation, and that he executed the same as the act of such corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 22nd day of June , 2010.

NOELIA ESCAMILLA
Notary Public
STATE OF TEXAS
My Comm. Exp. 07-07-2013

Noelia Escamilla
Notary Public, State of Texas

My Commission Expires: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AI-21779 **7.A.**

TAX OFFICE REFUNDS

CC CONSENT

Date: 06/29/2010
Submitted By: Hilda Fuentes, TAX OFFICE
Submitted For: Hilda Fuentes
Department: TAX OFFICE
Agenda Category: Tax Refunds

Information

CAPTION

Acct #	Payer	Amt
A6583.99.000.0001.00	Autozone	$12832.64
A6854.99.000.0001.00	Autozone	$4177.01

BACKGROUND

Fiscal Impact

Attachments

Link: frnt page
Link: accts page
Link: auto
Link: autozone

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/22/2010 01:21 PM	APRV
2	Perla Lopez	Perla Lopez	06/22/2010 02:00 PM	APRV
3	Auditor's Office		06/25/2010 05:01 PM	NEW

Form Started By: Hilda Fuentes — Started On: 06/22/2010 08:17 AM

Final Approval Date: 06/25/2010

Office of Tax Assessor-Collector

COUNTY of HIDALGO

Armando Barrera Jr., RTA
Assessor and Collector

P.O. Box 178
Edinburg, Texas 78540-0178
(956) 318-2157 • Fax (956) 318-2733

June 15, 2010

The Honorable Rene Ramirez
Hidalgo County Commissioners
Edinburg, Texas 78539

Re: See attached list

Gentlemen:

As per Section 31.11 of the Property Tax Code, the governing body of each taxing unit must authorize refunds of overpayments or erroneous payments over $ 2500.00 dollars.

I respectfully request that the Commissioner's Court approve the enclosed application for a tax refund based on an adjustment approved by the Hidalgo County Appraisal District Office.

When completed, please return the attached to this office.

Thanking you for your assistance in this matter, I remain.

Very truly yours,

Armando Barrera, Jr. RTA

Abj: mm

Enclosure

Xc: Hidalgo County Auditor
Raymundo Eufracio, CPA

Office of Tax Assessor-Collector

COUNTY of HIDALGO

Armando Barrera Jr., RTA
Assessor and Collector

P.O. Box 178
Edinburg, Texas 78540-0178
(956) 318-2157 • Fax (956) 318-2733

ACCOUNT NUMBER	PAYER	AMOUNT
1.A6583.99.000.0001.00	AUTOZONE	$ 12,832.64
2.A6854.99.000.0001.00	AUTOZONE	$ 4,177.01

APPLICATION FOR TAX REFUND

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

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

Step 1: Owner's name and address

Owner's name
AUTOZONE TEXAS #3998 PAID BY: AUTOZONE ¢

Present mailing address *(number and street)*
DEPT 8700, PO BOX 2198 ¢

City, town or post office, state, ZIP code
MEMPHIS, TN 38101 ¢

Phone *(area code and number)*

Legal description (or attach copy of the tax bill or tax receipt): INVENTORY SUPPLIES FURNITURE FIXTURES

Step 2: Describe the property

EQUIPMENT AT 100 EAST EXPRESSWAY 83/NEW ACCT 2008

Address or location of property:

P696250 ¢

Account number of property:

A6583.99.000.0001.00 ¢

OR Tax receipt number: 15403703

Step 3: Give the tax payment information

Name Of Taxing Unit from Which Refund is Requested	Year for Which Refund is Requested	Date of the Tax Payment	Amount of Taxes Paid	Amount of Tax Refund Requested
1. ALL ENTITIES	2009 ¢	1/26 / 10	$ 13895.71 ¢	$ 12832.64 ¢
2.		/	$	$
3.		/	$	$
4.		/	$	$
5.		/	$ TOTAL	$ 12832.64 ∧

Taxpayer's reason for refund *(attach supporting documentation)*: COURT ORDER #C-2528-09-A

MM

Step 4: sign the form

"I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct."

sign here ➡ **Signature** ➡ **Date of application for tax refund**

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

Step 5: Tax refund Determination

This tax refund is ☑ Approved ☐ Disapproved

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE: PN 6-14-10

sign here ➡ Authorized officer — Date 6/14/10.

Collector(s) of taxing unit(s) for refund applications over *(insert amount for which governing body approval is required under Section 31.11, tax code)*

sign here ➡ — Date 6/10/10

6/14

APPLICATION FOR TAX REFUND

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

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

Step 1: Owner's name and address

Owner's name
AUTOZONE TEXAS LLP PAID BY: AUTOZONE

Present mailing address *(number and street)*
123 S FRONT ST DEPT 8088

City, town or post office, state, ZIP code
MEMPHIS, TN 38103

Phone *(area code and number)*

Legal description (or attach copy of the tax bill or tax receipt): INVENTORY SUPPLIES FURNITURE FIXTURES

Step 2: Describe the property

EQUIPMENT AT 1655 S MCCOLL RD NEW ACCT 2007

Address or location of property:

P692230

Account number of property:
A6854.99.000.0001.00

Tax receipt number:
OR 15360619

Step 3: Give the tax payment information

Name Of Taxing Unit from Which Refund is Requested	Year for Which Refund is Requested	Date of the Tax Payment	Amount of Taxes Paid	Amount of Tax Refund Requested
1. ALL ENTITIES	2009	1/26 / 10	$ 10437.23	$ 4177.01
2.		/	$	$
3.		/	$	$
4.		/	$	$
5.		/	$ TOTAL	$ 4177.01

Taxpayer's reason for refund *(attach supporting documentation)*: COURT ORDER #C-2528-09-A

MM

Step 4: sign the form

"I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct."

sign here **Signature** | **Date of application for tax refund**

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

Step 5: Tax refund Determination

This tax refund is ☑ Approved ☐ Disapproved

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE: (DN) 6-14-10

sign here — Authorized officer — Date 6-14-10

Collector(s) of taxing unit(s) for refund applications over *(insert amount for which governing body approval is required under Section 31.11, tax code)*

sign here — Date 6/10/10

AI-21788 **7.B.**

TAX OFFICE REFUNDS
CC CONSENT

Date: 06/29/2010
Submitted By: Hilda Fuentes, TAX OFFICE
Submitted For: Hilda Fuentes
Department: TAX OFFICE
Agenda Category: Tax Refunds

Information

CAPTION

Acct #	Payer	Amt
C9480.00.000.0008.00	Saxon/First American	$3546.13
I6060.01.000.0017.00	Dallee Fitzpatrick/First American	$3855.96
L3149.00.002.0048.00	First National Bank	$5819.72
P3200.02.008.0013.00	Nation Star Mortgage LLC	$3026.96
R3230.00.000.0126.00	Ahmsi	$3171.30
S2755.01.000.0072.00	Inter National Bank	$4692.65
T8310.00.000.0057.00	First National Bank	$3294.26
W7360.12.000.0072.00	LSI Title Agency Inc	$4118.29

BACKGROUND

Fiscal Impact

Attachments

Link: frnt page
Link: accts pg
Link: saxon
Link: dallee
Link: first national
Link: nation star
Link: ahmsi
Link: inter national
Link: first natl bank
Link: lsi

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/22/2010 01:23 PM	APRV
2	Perla Lopez	Perla Lopez	06/22/2010 02:10 PM	APRV
3	Auditor's Office		06/25/2010 05:01 PM	NEW

Form Started By: Hilda Fuentes

Started On: 06/22/2010 10:16 AM

Final Approval Date: 06/25/2010

Office of Tax Assessor-Collector

COUNTY of HIDALGO

Armando Barrera Jr., RTA
Assessor and Collector

P.O. Box 178
Edinburg, Texas 78540-0178
(956) 318-2157 • Fax (956) 318-2733

June 15, 2010

The Honorable Rene Ramirez
Hidalgo County Commissioners
Edinburg, Texas 78539

Re: See attached list

Gentlemen:

As per Section 31.11 of the Property Tax Code, the governing body of each taxing unit must authorize refunds of overpayments or erroneous payments over $ 2500.00 dollars.

I respectfully request that the Commissioner's Court approve the enclosed application for a tax refund based on an adjustment approved by the Hidalgo County Appraisal District Office.

When completed, please return the attached to this office.

Thanking you for your assistance in this matter, I remain.

Very truly yours,

Armando Barrera, Jr. RTA

Abj: mm

Enclosure

Xc: Hidalgo County Auditor
Raymundo Eufracio, CPA

Office of Tax Assessor-Collector

COUNTY of HIDALGO

Armando Barrera Jr., RTA
Assessor and Collector

P.O. Box 178
Edinburg, Texas 78540-0178
(956) 318-2157 • Fax (956) 318-2733

ACCOUNT NUMBER	PAYER	AMOUNT
1.C9480.00.000.0008.00	SAXON/FIRST AMERICAN	$ 3,546.13
2.I6060.01.000.0017.00	DALLEE FITZPATRICK/FIRST AMERICAN	$ 3,855.96
3.L3149.00.002.0048.00	FIRST NATIONAL BANK	$ 5,819.72
4.P3200.02.008.0013.00	NATION STAR MORTGAGE LLC	$ 3,026.96
5.R3230.00.000.0126.00	AHMSI	$ 3,171.30
6.S2755.01.000.0072.00	INTER NATIONAL BANK	$ 4,692.65
7.T8310.00.000.0057.00	FIRST NATIONAL BANK	$ 3,294.26
8.W7360.12.000.0072.00	LSI TITLE AGENCY INC	$ 4,118.29

ARMANDO BARRERA JR., RTA
Hidalgo County Tax Assessor - Collector
PO BOX 178
EDINBURG, TX 78540-0178

Phone No.: (956) 318-2157
Fax No.: 956-318-2733

Print Date: 12/15/2009

Account Number
C9480-00-000-0008-00 4
Legal Description of the Property
CROSSWINDS LOT 8
409 CROSSWINDS CIR
R600320 4

Owner:
Rodriguez, Rodolfo Z & Geneva

Payee:
FIRST AMERICAN
--
8435 N STEMMONS FREEWAY
DALLAS , TX 75247--390

2009 OVERAGE AMOUNT $3,546.13 4

1: HIDALGO COUNTY, 2: DRAINAGE DIST #1, 40: CITY OF WESLACO, 53: WESLACO ISD, 54: SOUTH TEXAS ISD, 55: SOUTH TEXAS COLLEGE

Dear Taxpayer:
Our records indicate that an overpayment exists on the property tax account listed above as of the date of this letter. If you paid the taxes on this account and believe you are entitled to a refund, please complete the application below, sign it, and return it to our office. If the taxes were paid by your mortgage/title company or any other party, you must obtain a written letter of release in order for the refund to be issued in your name. If you did not make the payment(s) on this account, please forward this letter to the person who paid these taxes. You may also request the transfer of this overpayment to other tax accounts and/or tax years in the space provided or by attaching an additional sheet if necessary. Your application for refund must be submitted within three years from the date of the overpayment, or you waive the right to the refund (Sec. 31.11c). Governing body approval is required for refunds in excess of $500.

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE: (PV) 6-15-10
DC 6/21/10

APPLICATION FOR PROPERTY TAX REFUND

Step 1. Identify the refund recipient. Show information for whomever will be receiving the refund.	Who should the refund be issued to:			
	Name: Sayon C/o First Ameri			
	Address: P.O. Box 961252			
	City, State, Zip: Ft. Worth TX 76161			
	Daytime Phone No.: 888 828 9220		E-Mail Address:	
Step 2. Provide payment information. Please attach copies of cancelled checks or original receipts for all cash payments you made.	Payment made by:	Check No.	Date Paid	Amount Paid
	TOTAL AMOUNT PAID (sum of the above amounts)			
Step 3. Provide reason for this refund. Please list any accounts and/or years that you intended to pay with this overage.	Please check one of the following:			
	☐ I paid this account in error and I am entitled to the refund.			
	☐ I overpaid this account. Please refund the excess to the address listed in Step 1.			
	☐ This payment should have been applied to other tax account(s) and/or year(s) (listed below):			
Step 4. Sign the form. Unsigned applications cannot be processed.	By signing below, I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct. (If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under the Texas Penal Code, Sec. 37.10.)			
	SIGNATURE OF REQUESTOR (REQUIRED) C/o First Ameri		DATE 5-25-2010	
AUDITORS USE ONLY:	☑ Approved	☐ Denied	By:	Date: 6/21/10
TAX OFFICE USE ONLY:	☑ Approved	☐ Denied	By:	Date: 6/10/10

This application must be completed, signed, and submitted with supporting documentation to be valid.

.1.104 6/14

ARMANDO BARRERA JR., RT
Hidalgo County Tax Assessor - C
PO BOX 178
EDINBURG, TX 78540-0178

Please approve ASAP

Phone No.: (956) 318-2157
Fax No.: 956-318-2733

Print Date: 12/23/2009

Account Number
I6060-01-000-0017-00 ✓
Legal Description of the Property
INWOOD #1. LOT 17
105 E HAWK AVE R498333 ✓
Lot# 1963820154

FIRST AMERICAN
--
~~8435 N STEMMONS FREEWAY~~
~~DALLAS, TX 75247-390~~

Owner:
SHOOSHTARI, JEFF & DALLEE F

2009 OVERAGE AMOUNT $3,855.96 ✓

1: HIDALGO COUNTY, 2: DRAINAGE DIST #1, 47: MCALLEN ISD, 54: SOUTH TEXAS ISD, 55: SOUTH TEXAS COLLEGE

Dear Taxpayer:
Our records indicate that an overpayment exists on the property tax account listed above as of the date of this letter. If you paid the taxes on this account and believe you are entitled to a refund, please complete the application below, sign it, and return it to our office. If the taxes were paid by your mortgage/title company or any other party, you must obtain a written letter of release in order for the refund to be issued in your name. If you did not make the payment(s) on this account, please forward this letter to the person who paid these taxes. You may also request the transfer of this overpayment to other tax accounts and/or tax years in the space provided or by attaching an additional sheet if necessary. Your application for refund must be submitted within three years from the date of the overpayment, or you waive the right to the refund (Sec. 31.11c). Governing body approval is required for refunds in excess of $500.

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE: PN 6-9-10
✓C 6/21/10

APPLICATION FOR PROPERTY TAX REFUND

Step 1. Identify the refund recipient. Show information for whomever will be receiving the refund.	Who should the refund be issued to:			
	Name: Dallee Fitzpatrick			
	Address: 105 E. Hawk Ave			
	City, State, Zip: McAllen, TX 78504-1804			
	Daytime Phone No.:		E-Mail Address:	
Step 2. Provide payment information. Please attach copies of cancelled checks or original receipts for all cash payments you made.	Payment made by:	Check No.	Date Paid	Amount Paid
	Chase/First American	60328603	12/30/09	$3855.96
	TOTAL AMOUNT PAID (sum of the above amounts)			
Step 3. Provide reason for this refund. Please list any accounts and/or years that you intended to pay with this overage.	Please check one of the following:			
		I paid this account in error and I am entitled to the refund.		
	✓	I overpaid this account. Please refund the excess to the address listed in Step 1.		
		This payment should have been applied to other tax account(s) and/or year(s) (listed below):		
Step 4. Sign the form. Unsigned applications cannot be processed.	By signing below, I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct. (If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under the Texas Penal Code, Sec. 37.10.)			
	SIGNATURE OF REQUESTOR (REQUIRED) Maiuela Martinez		DATE 5/27/10	
AUDITORS USE ONLY:	☑ Approved	☐ Denied	By:	Date: 6/21/10
TAX OFFICE USE ONLY:	☑ Approved	☐ Denied	By:	Date: 6/3/10

This application must be completed, signed, and submitted with supporting documentation to be valid.

.1.104 6/4

ARMANDO BARRERA JR., RTA
Hidalgo County Tax Assessor - Collector
PO BOX 178

Phone No.: (956) 318-2157
Fax No.: 956-318-2733

Print Date: 01/05/2010

Account Number
L3149-00-002-0048-00 d R716094 &
Legal Description of the Property
LAS CANADAS LOT 48 BLK 2

FIRST NATIONAL BANK
PO BOX 810
EDINBURG , TX 78540

2009 OVERAGE AMOUNT $5,819.72

GHD-SST-DR1-FD1-FD2-FD3-FD4-CAN-CLV-CMS-CPN-CPO-CWL-SEB-SLV-SML-SMS-SSL-SWL-JCC

APPLICATION FOR PROPERTY TAX REFUND

If you paid the taxes on this account and believe you are entitled to a refund, please complete this application, sign it, and return it with proof of payment. Applications must be submitted within three years of the date of payment or you waive the right to the refund per Section 31.11c of Texas Property Tax Code. Governing body approval is required for refunds in excess of $500. Please allow 60 days for processing.

Paid in Error

Step 1: Identify the Payer requesting the refund if different than shown above	Name: FIRST NATIONAL BANK		Relationship to Property Owner: ESCROW ACCOUNT HOLDER/LENDER
	Mailing Address: 7201 N. 10th Street		Daytime Telephone Number: 956-664-4753
	City, State, Zip Code: McAllen, Texas 78504		
Step 2: Refunds are only issued to party that paid taxes. Affirm that you are the payer.	I paid the taxes for year 2009 and am the party entitled to the refund.		
Step 3: Mark the reason for the refund and provide a brief explanation	xxx	Overpaid the account	Error at time of preparation & processing of pmt list
		Duplicate payment	
		Paid in error (explain)	
Step 4: Provide payment information *Attach copies of cancelled checks or tax office receipts*	Total amount paid by this taxpayer FNB		$5819.72
	Total tax, penalty, and interest amount owed for the year		
	Amount of refund claimed		$5819.72 d
Step 5: How should the refund be processed?		Mail to Property Owner	
	xxx	Mail to Payer at address in Step 1	Please call for check to be picked by FNB
		Transfer this amount to account	For tax year
		Escrow for next year 's taxes	
Step 6: Sign the application form. Unsigned applications will not be processed. Please allow 60 days from the time this application is returned to the tax office for the refund to be processed	By completing and signing this form I hereby apply for the refund of the above described taxes and certify that the information I have given on this form is true and correct		
	SIGN HERE: FIRST NATIONAL BANK TAMMY G. CASAS / COLLECTIONS & SERVICING		Date of application: 5/20/2010
	If you make a false statement on this application you could be found guilty of a Class A Misdemeanor or a state jail felony under Texas Penal Code Section 37.10		
AUDITORS USE ONLY:	☑ Approved	☐ Denied	By: _____ Date: 6/21/10
TAX OFFICE USE ONLY:	☑ Approved	☐ Denied	By: _____ Date: 5/27/10

This application must be completed, signed, and submitted with supporting documentation to be valid.

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE: PN 5-27-10

.1.3 5/28

APPLICATION FOR TAX REFUND

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

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

Step 1: Owner's name and address

Owner's name NATION STAR MORTGAGE LLC	
Present mailing address *(number and street)* P.O. BOX 961229	
City, town or post office, state, ZIP code FT. WORTH, TX 76161	Phone *(area code and number)*

Legal description (or attach copy of the tax bill or tax receipt): PAN AMERICAN TERRACE-B LOT 13 BLK 8

Step 2: Describe the property

UNIT B

Address or location of property:

P255744

Account number of property: P3200.02.008.0013.00

Tax receipt number: OR 11633346

Step 3: Give the tax payment information

Name Of Taxing Unit from Which Refund is Requested	Year for Which Refund is Requested		Date of the Tax Payment	Amount of Taxes Paid	Amount of Tax Refund Requested
1. ALL ENTITIES	2007	04/10	/ 2008	$ 8585.39	$ 3026.96
2.			/	$	$
3.			/	$	$
4.			/	$	$
5. TOTAL			/	$	$ 3026.96

Taxpayer's reason for refund *(attach supporting documentation)*: OP

NB

Step 4: sign the form

"I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct."

sign here — Signature

Date of application for tax refund: 5/19/2010

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

Step 5: Tax refund Determination

This tax refund is ☑ Approved ☐ Disapproved

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE: DGN 6/5/10

sign here — Authorized officer

Date: 6/21/10

Collector(s) of taxing unit(s) for refund applications over *(insert amount for which governing body approval is required under Section 31.11, tax code)*

sign here

Date: 5/22/10

5/28

ARMANDO BARRERA JR., RTA
Hidalgo County Tax Assessor - Collector
PO BOX 178, EDINBURG, TEXAS 78540

Phone No.: (956) 318-2157
Fax No.: 956-318-2733

Print Date: 03/23/2009

Account Number
R3230-00-000-0126-00 ¢
Legal Description of the Property
RIO VISTA ESTATES LOT 126
8516 HIDALGO ST
R661728 ¢

AHMSI
P.O. BOX 13922
DURHAM , NC 27709--392

OWNER:
LEAL, AURORA & RAMIRO

2008 OVERAGE AMOUNT $3,171.30 ¢

1: HIDALGO COUNTY, 2: DRAINAGE DIST #1, 33: CITY OF PHARR, 52: VALLEY VIEW ISD, 54: SOUTH TEXAS ISD, 55: SOUTH TEXAS COLLEGE

Dear Taxpayer:
Our records indicate that an overpayment exists on the property tax account listed above as of the date of this letter. If you paid the taxes on this account and believe you are entitled to a refund, please complete the application below, sign it, and return it to our office. If the taxes were paid by your mortgage/title company or any other party, you must obtain a written letter of release in order for the refund to be issued in your name. If you did not make the payment(s) on this account, please forward this letter to the person who paid these taxes. You may also request the transfer of this overpayment to other tax accounts and/or tax years in the space provided or by attaching an additional sheet if necessary. Your application for refund must be submitted within three years from the date of the overpayment, or you waive the right to the refund (Sec. 31.11c). Governing body approval is required for refunds in excess of $500.

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE: (PA) 6-9-10.
C.C. 6/21/10

APPLICATION FOR PROPERTY TAX REFUND

Step 1. Identify the refund recipient. Show information for whomever will be receiving the refund.	**Who should the refund be issued to:**				
	Name: AHMSI				
	Address: P.O. Box 13922				
	City, State, Zip: Durham, NC 27709-3922				
	Daytime Phone No.: 919-297-3724		E-Mail Address: debra.geer@sterling		national corp. com
Step 2. Provide payment information. Please attach copies of cancelled checks or original receipts for all cash payments you made.	**Payment made by:**	**Check No.**	**Date Paid**	**Amount Paid**	
	AHMSI	996990	1/29/09	6512.26	
	TOTAL AMOUNT PAID (sum of the above amounts)				
Step 3. Provide reason for this refund. Please list any accounts and/or years that you intended to pay with this overage.	**Please check one of the following:**				
		I paid this account in error and I am entitled to the refund.			
	X	I overpaid this account. Please refund the excess to the address listed in Step 1.			
		This payment should have been applied to other tax account(s) and/or year(s) (listed below):			
Step 4. Sign the form. Unsigned applications cannot be processed.	By signing below, I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct. (If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under the Texas Penal Code, Sec. 37.10.)				
	SIGNATURE OF REQUESTOR (REQUIRED) Debra Geer, AHMSI			DATE 5/25/10	
AUDITORS USE ONLY:	☑ Approved	☐ Denied	By:	Date: 6/21/10	
TAX OFFICE USE ONLY:	☑ Approved	☐ Denied	By:	Date: 6/3/10	

This application must be completed, signed, and submitted with supporting documentation to be valid.

6/4

ARMANDO BARRERA JR., RTA
Hidalgo County Tax Assessor - Collector
PO BOX 178

Phone No.: (956) 318-2157
Fax No.: 956-318-2733

Print Date: 01/28/2010

FINAL NOTICE

MAY - 6 2010

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE: AM 5-11-10

Account Number
S2755-01-000-0072-00
HCAD No. R684476
Legal Description of the Property
SHARY CROSSING PH 1 LOT 72

INTER NATIONAL BANK
PO BOX 1700
MCALLEN , TX 78505-1700

2009 OVERAGE AMOUNT $4,692.65

1: HIDALGO COUNTY, 2: DRAINAGE DIST #1, 32: CITY OF MISSION, 51: SHARYLAND ISD, 54: SOUTH TEXAS ISD, 55: SOUTH TEXAS COLLEGE

APPLICATION FOR PROPERTY TAX REFUND

If you paid the taxes on this account and believe you are entitled to a refund, please complete this application, sign it, and return it with proof of payment. Applications must be submitted within three years of the date of payment or you waive the right to the refund per Section 31.11c of Texas Property Tax Code. Governing body approval is required for refunds in excess of $500. Please allow 60 days for processing.

Step 1: Identify the Payer requesting the refund if different than shown above	Name		Relationship to Property Owner
	Mailing Address		Daytime Telephone Number
	City, State, Zip Code		
Step 2: Refunds are only issued to party that paid taxes. Affirm that you are the payer.	I paid the taxes for year 2009 and am the party entitled to the refund.		
Step 3: Mark the reason for the refund and provide a brief explanation	✓	Overpaid the account	
		Duplicate payment	
		Paid in error (explain)	
Step 4: Provide payment information *Attach copies of cancelled checks or tax office receipts*	Total amount paid by this taxpayer		
	Total tax, penalty, and interest amount owed for the year		
	Amount of refund claimed		
Step 5: How should the refund be processed?	✓	Mail to Property Owner	
		Mail to Payer at address in Step 1	
		Transfer this amount to account	For tax year
		Escrow for next year 's taxes	
Step 6: Sign the application form. Unsigned applications will not be processed. Please allow 60 days from the *time* this application is returned to the tax office for the refund to be processed	By completing and signing this form I hereby apply for the refund of the above described taxes and certify that the information I have given on this form is true and correct		
	SIGN HERE Nancy C Trevino		Date of application 5/26/10
	If you make a false statement on this application you could be found guilty of a Class A Misdemeanor or a state jail felony under Texas Penal Code Section 37.10		
AUDITORS USE ONLY:	☐ Approved	☐ Denied	By: _____ Date: 6/21/10
TAX OFFICE USE ONLY:	☑ Approved	☐ Denied	By: _____ Date: 6/3/10

This application must be completed, signed, and submitted with supporting documentation to be valid.

G/F

ARMANDO BARRERA JR., RTA
Hidalgo County Tax Assessor - Collector
PO BOX 178

Phone No.: (956) 318-2157
Fax No.: 956-318-2733

Print Date: 01/05/2010

Account Number
T8310-00-000-0057-00
HCAD No. R709019

Legal Description of the Property
29TH VILLAGE LOT 57

2813 GRAYSON AVE

FIRST NATIONAL BANK
PO BOX 810
EDINBURG , TX 78540

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE: DG 6/3/10

2009 OVERAGE AMOUNT $3,294.26

1: HIDALGO COUNTY, 2: DRAINAGE DIST #1, 47: MCALLEN ISD, 54: SOUTH TEXAS ISD, 55: SOUTH TEXAS COLLEGE

APPLICATION FOR PROPERTY TAX REFUND

If you paid the taxes on this account and believe you are entitled to a refund, please complete this application, sign it, and return it with proof of payment. Applications must be submitted within three years of the date of payment or you waive the right to the refund per Section 31.11c of Texas Property Tax Code. Governing body approval is required for refunds in excess of $500. Please allow 60 days for processing.

Step 1: Identify the Payer requesting the refund if different than shown above	Name: FIRST NATIONAL BANK	Relationship to Property Owner: ESCROW ACCOUNT HOLDER/LENDER
	Mailing Address: 7201 N. 10th Street	Daytime Telephone Number: 956-664-4753
	City, State, Zip Code: McAllen, Texas 78504	
Step 2: Refunds are only issued to party that paid taxes. Affirm that you are the payer.	I paid the taxes for year 2009 and am the party entitled to the refund.	
Step 3: Mark the reason for the refund and provide a brief explanation	XXXX Overpaid the account: Error at time of preparation & processing of pmt list	
	Duplicate payment	
	Paid in error (explain)	
Step 4: Provide payment information *Attach copies of cancelled checks or tax office receipts*	Total amount paid by this taxpayer FNB	$3,294.26
	Total tax, penalty, and interest amount owed for the year	
	Amount of refund claimed	$3,294.26
Step 5: How should the refund be processed?	Mail to Property Owner	
	XXX Mail to Payer at address in Step 1: Please call for check to be picked up by FNB	
	Transfer this amount to account	For tax year
	Escrow for next year 's taxes	
Step 6: Sign the application form. Unsigned applications will not be processed. Please allow 60 days from the time this application is returned to the tax office for the refund to be processed	By completing and signing this form I hereby apply for the refund of the above described taxes and certify that the information I have given on this form is true and correct	
	SIGN HERE FIRST NATIONAL BANK TAMMY C. CASAS, COLLECTIONS & SERVICING	Date of application 5/20/2010
	If you make a false statement on this application you could be found guilty of a Class A Misdemeanor or a state jail felony under Texas Penal Code Section 37.10	
AUDITORS USE ONLY:	☑ Approved ☐ Denied By:	Date: 6/21/10
TAX OFFICE USE ONLY:	☑ Approved ☐ Denied By:	Date: 5/27/10

This application must be completed, signed, and submitted with supporting documentation to be valid.

.1.3 5/28

APPLICATION FOR TAX REFUND

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

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

Step 1: Owner's name and address

Owner's name
GARCIA, CHERRI & BRIAN (PAID BY: LSI TITLE AGENCY, INC) ¢

Present mailing address *(number and street)*
8407 N 25TH LN ¢

City, town or post office, state, ZIP code
MCALLEN, TX 78504 ¢

Phone *(area code and number)*

Legal description (or attach copy of the tax bill or tax receipt): WOODHOLLOW PH 12 LOT 72

Step 2: Describe the property

Address or location of property:

R684946 ¢

Account number of property:
W7360.12.000.0072.00 ¢

Tax receipt number:
OR 12776848

Step 3: Give the tax payment information

Name Of Taxing Unit from Which Refund is Requested	Year for Which Refund is Requested	Date of the Tax Payment	Amount of Taxes Paid	Amount of Tax Refund Requested
1. ALL ENTITIES	2008	12/30 / 2008	$ 4118.29 ¢	$ 4118.29 ¢
2.		/	$	$
3.		/	$	$
4.		/	$	$
5. TOTAL		/	$	$ 4118.29 1

Taxpayer's reason for refund *(attach supporting documentation)*: OP Wells Fargo responsible! Refund Requested by Title Company!
Paid in error
NB

Step 4: sign the form

"I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct."

sign here ➡ Signature

Date of application for tax refund: 5.20.10

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

Step 5: Tax refund Determination

This tax refund is ☑ Approved ☐ Disapproved

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE: (PM) 6-14-10

sign here ➡ Authorized officer — Date: 6/21/10

sign here ➡ Collector(s) of taxing unit(s) for refund applications over *(insert amount for which governing body approval is required under Section 31.11, tax code)* — Date: 6/10/10

6/14

AI-21790 **8.A.**

Membership Dues - Texas Crime Prevention Association

CC CONSENT

Date:	06/29/2010
Submitted By:	Virginia Rodriguez, SHERIFF DEPT.
Submitted For:	Virginia Rodriguez
Department:	SHERIFF DEPT.
Agenda Category:	Membership Dues

Information

CAPTION

Sheriff's Dept.:
Requesting approval of Membership Dues for Jose Padilla and James P. Flores for the Texas Crime Prevention Association in the total amount of $60.00 ($30.00 each).

BACKGROUND

To encourage the prevention of crime through coordinated and concentrated efforts, and through programs and functions that encourage citizen involvement and participation, to preserve safe environments and communities for the citizens of Texas.

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1100-421-00-280-001-0-810

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

BUDGETARY IMPACT:

Available balance as of 6-23-10 $2,161.00

Attachments

Link: Texas Crime Prevention Association

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Pat Medina	Pat Medina	06/23/2010 09:34 AM	APRV
2	Budget & Management	Erika Zamora	06/23/2010 12:32 PM	APRV
3	Manuel Chapa	Manuel Chapa	06/23/2010 03:19 PM	APRV
4	Auditor's Office		06/25/2010 05:01 PM	NEW

Form Started By: Virginia Rodriguez Started On: 06/22/2010 10:28 AM

Final Approval Date: 06/25/2010

TO THE COUNTY AUDITOR
AFFIDAVIT FOR MEMBERSHIP DUES

THE STATE OF TEXAS

COUNTY OF HIDALGO

I, *JOSE PADILLA*, do hereby state that my membership in the *TEXAS CRIME PREVENTION ASSOCIATION* on behalf of Hidalgo County is necessary in the performance of my duties as an official/employee of Hidalgo County. I further state the following:

1.) My participation in the association or organization is for the betterment of County Government and the benefit of me as a County Official or employee;

2.) The association of organization is not affiliated with a labor organization;

3.) Neither the association or organization nor an employee of the association or organization directly or indirectly influences or attempts to influence the outcome of any legislation pending before the legislature, except for the providing of information for a member of the legislative committee at the request of the committee or member of the legislature; and

4.) Neither the association or organization directly or indirectly contributes any money, services, or other valuable thing to a political campaign or endorses a candidate or group of candidates for public office.

SIGNATURE: _____

TITLE: COMMANDER

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

VIRGINIA RODRIGUEZ
Notary Public
STATE OF TEXAS
My Comm. Exp. March 08, 2012

Virginia Rodriguez

NOTARY PUBLIC IN AND FOR THE
STATE OF TEXAS

AUTHORITY: LGC Sec. 113.064b

COUNTY AUDITOR'S FORM: SFA-CA-041

TO THE COUNTY AUDITOR
AFFIDAVIT FOR MEMBERSHIP DUES

THE STATE OF TEXAS

COUNTY OF HIDALGO

I, *JAMES P. FLORES*, do hereby state that my membership in the *TEXAS CRIME PREVENTION ASSOCIATION* on behalf of Hidalgo County is necessary in the performance of my duties as an official/employee of Hidalgo County.
I further state the following:

1.) My participation in the association or organization is for the betterment of County Government and the benefit of me as a County Official or employee;

2.) The association of organization is not affiliated with a labor organization;

3.) Neither the association or organization nor an employee of the association or organization directly or indirectly influences or attempts to influence the outcome of any legislation pending before the legislature, except for the providing of information for a member of the legislative committee at the request of the committee or member of the legislature; and

4.) Neither the association or organization directly or indirectly contributes any money, services, or other valuable thing to a political campaign or endorses a candidate or group of candidates for public office.

SIGNATURE: James P. Flores

TITLE: SR. DEPUTY STEP III

Before me _VIRGINIA RODRIGUEZ_ , a Notary Public, appeared JAMES P. FLORES and on his/hers oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.

VIRGINIA RODRIGUEZ
Notary Public
STATE OF TEXAS
My Comm. Exp. March 08, 2012

Virginia Rodriguez
NOTARY PUBLIC IN AND FOR THE
STATE OF TEXAS

AUTHORITY: LGC Sec. 113.064b

COUNTY AUDITOR'S FORM: SFA-CA-041

Print Form

35th Texas Crime Prevention Association

2010 Summer Training Conference Registration

July 11-16, 2010 San Antonio, Texas

**** Complete a separate registration form for each attendee ****

Would you like to make a presentation at this conference? NO

Name: JOSE PADILLA *Agency:* HIDALGO COUNTY SHERIFF'S OFFICE

Mailing Address

P.O. BOX 1228/711 EL CIBOLO RD City EDINBURG State TX Zip 78541

Phone Numbers: work number will be published on attendee list in notebook

Work 956-383-8114 Evening _____ Fax 956-393-6027 Cell _____

E-Mail JOSE.PADILLA@HIDALGOSO.ORG or _____

Region Affiliation: AA ☐ CT ☐ ET ☐ NT ☐ FWT ☐ ST ☐ TGC ☐ TCT ☐ WT ☐ Outside Texas (Please Circle)

Is this your first time to attend a TCPA Conference? ☒ YES ☐ NO (Please Circle)

Special Needs Request, Dietary/Accessibility if yes please explain _____

****What information may we print on the class roster? Please check: Name ☒ Agency ☒ Work Phone ☒ E-Mail ☒

*******Registration includes TCPA Conference fees, training, luncheon and Banquet*******

Regular TCPA conference registration **(01-01-2010 through 06-15-2010)**	$ 135.00	$ 135.00
Late/on-site Registration **(after 06-15-2010)**	$ 15.00	$ 15.00
Crime Prevention II (40 hour) Course (must be a TCPA member) (minimum 25 attendees)	$ 150.00	$ _____
Crime Prevention III (24 hour) Course - CPTED - (must be a TCPA member) (minimum 15 attendees)	$ 150.00	$ _____

***** - CP II and CP III fees do not include your TCPA Conference fees - *****

Additional Guest tickets: ___ Luncheon $45.00 each; ___ Banquet $55.00 each Total for tickets $ _____

Membership is required, if updating dues or new membership dues, region: _____ $ 30.00 $ 30.00

Total AMOUNT DUE: 180.00

Mail the completed registration form & payment to:

AACPA
TCPA Training Conference
10317 Vigilante Trail
Converse, TX 78109

Hotel Reservations:

Crowne Plaza Riverwalk
111 E Pecan Street, San Antonio TX 78205
Room rate: $99.00 (use code: TCPA)
1-800-828-6547

Questions: (210)381-7995 or email: kat@aacpa.net

TCPA Tax Exempt ID TX#:17424039158 ***Make checks payable to: AACPA (Alamo Area Crime Prevention Association)***

Membership required: *Conference registration is open to **TCPA** members only. Attendees are responsible for ensuring that their membership is current, dues are paid, and on record with their regional affiliate. All persons updating their membership may fill out a membership application and include the membership fee of $30.00 to activate membership.*

Cancellation Policy: *A refund, less $25.00 processing fee is available until June 15, and will be issued by 9/1/2010. All requests must be mailed to the **AACPA** address on this form and postmarked no later than June 15th, 2010.*

Registration Information: ***Complete a separate form for each attendee.*** *If paying for multiple attendees, staple all forms together with check or money order made payable to **TCPA/AACPA**. We regret that AACPA or TCPA is unable to accept cash, government purchase orders or credit cards. Form must be postmarked prior to the deadline indicated to qualify for the reduced rates. Attendees are responsible for making their own hotel reservation.* ***The room rate is $99.00 , reservations need to be made before 06-18-2010 @12:00 AM.***

EXHIBITORS: *Vendor registration forms are available at aacpa.net or contact Gilbert DeLaPortilla, AACPA President by e-mail: president@aacpa.net phone 210-722-0523.*

For conference staff use only: Date Received_____ Date Prepared:_____ Processed by:_____

Amount Received: _____ Check/Money Order: _____

Membership current: Yes No Region _____ Revised 01-01-2010

Print Form

35th Texas Crime Prevention Association

2010 Summer Training Conference Registration

July 11-16, 2010 San Antonio, Texas

**** Complete a separate registration form for each attendee ****

Would you like to make a presentation at this conference? NO

Name: JAMES P. FLORES ***Agency:*** HIDALGO COUNTY SHERIFF'S OFFICE

Mailing Address

P.O. BOX 1228/711 EL CIBOLO RD City EDINBURG State TX Zip 78541

Phone Numbers: work number will be published on attendee list in notebook

Work 956-383-8114 Evening _____ Fax 956-393-6027 Cell _____

E-Mail JP.FLORES@HIDALGOSO.ORG or _____

Region Affiliation: AA ☐ CT ☐ ET ☐ NT ☐ FWT ☐ ST ☐ TGC ☐ TCT ☐ WT ☐ Outside Texas (Please Circle)

Is this your first time to attend a TCPA Conference? ☒ YES ☐ NO (Please Circle)

Special Needs Request, Dietary/Accessibility if yes please explain _____

**What information may we print on the class roster? Please check: Name ☒ Agency ☒ Work Phone ☒ E-Mail ☒

*****Registration includes TCPA Conference fees, training, luncheon and Banquet*****

Regular TCPA conference registration **(01-01-2010 through 06-15-2010)**	$ 135.00	$ 135.00
Late/on-site Registration **(after 06-15-2010)**	$ 15.00	$ 15.00
Crime Prevention II (40 hour) Course (must be a TCPA member) (minimum 25 attendees)	$ 150.00	$ _____
Crime Prevention III (24 hour) Course - CPTED - (must be a TCPA member) (minimum 15 attendees)	$ 150.00	$ _____

***** - CP II and CP III fees do not include your TCPA Conference fees - *****

Additional Guest tickets: ____ Luncheon $45.00 each; ____ Banquet $55.00 each Total for tickets $ _____

Membership is required, if updating dues or new membership dues, region: _____ $ 30.00 $ 30.00

Total AMOUNT DUE: 180.00

Mail the completed registration form & payment to:
AACPA
TCPA Training Conference
10317 Vigilante Trail
Converse, TX 78109

Hotel Reservations:
Crowne Plaza Riverwalk
111 E Pecan Street, San Antonio TX 78205
Room rate: $99.00 (use code: TCPA)
1-800-828-6547

Questions: (210)381-7995 or email: kat@aacpa.net

TCPA Tax Exempt ID TX#:17424039158 ***Make checks payable to: AACPA (Alamo Area Crime Prevention Association)***

Membership required: *Conference registration is open to **TCPA** members only. Attendees are responsible for ensuring that their membership is current, dues are paid, and on record with their regional affiliate. All persons updating their membership may fill out a membership application and include the membership fee of $30.00 to activate membership.*

Cancellation Policy: *A refund, less $25.00 processing fee is available until June 15, and will be issued by 9/1/2010. All requests must be mailed to the **AACPA** address on this form and postmarked no later than June 15th, 2010.*

Registration Information: ***Complete a separate form for each attendee.*** *If paying for multiple attendees, staple all forms together with check or money order made payable to **TCPA/AACPA**. We regret that AACPA or TCPA is unable to accept cash, government purchase orders or credit cards. Form must be postmarked prior to the deadline indicated to qualify for the reduced rates. Attendees are responsible for making their own hotel reservation.* ***The room rate is $99.00 , reservations need to be made before 06-18-2010 @12:00 AM.***

EXHIBITORS: *Vendor registration forms are available at aacpa.net or contact Gilbert DeLaPortilla, AACPA President by e-mail: president@aacpa.net phone 210-722-0523.*

For conference staff use only: Date Received_____ Date Prepared:_____ Processed by:_____

Amount Received: _____ Check/Money Order: _____

Membership current: Yes No Region _____ Revised 01-01-2010

Texas Crime Prevention Association

Summer 2010 Training Conference Schedule

*Classes/Instructor subject to change

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday
8:00 AM	2010 Summer	Registration — Hotel	Session 4: Homeland Security — Hanan Yadin; LoJack — John R. Schale; Victim's Compensation — Manny Ruiz; Bump my Lock — TBA	Session 8: TBA — TBA; LoJack — John R. Schale; TBA — TBA; Bump my Lock — TBA	Session 11: Homeland Security — Hanan Yadin; TBA — TBA; PACT-360 — Jerry Murphy; Bump my Lock — TBA	
9:00 AM		Opening Ceremonies				General Session: Drug Cartel On the Border
10:00 AM		Session 1: Blood Borne Pathogens — Juan Osteguin; Human Trafficking — Melissa Moreno; TCLEOSE Legislative — James Oswalt; Understanding TCLEOSE — John Hunt	Session 5: TBA — TBA; Human Trafficking — Melissa Moreno; TCLEOSE Legislative — James Oswalt; Understanding TCLEOSE — John Hunt	Session 9: Blood Borne Pathogens — Juan Osteguin; Human Trafficking — Melissa Moreno; TCLEOSE Legislative — James Oswalt; Understanding TCLEOSE — John Hunt	Session 12: CCPS Test; Human Trafficking — Melissa Moreno; TCLEOSE Legislative — James Oswalt; Understanding TCLEOSE — John Hunt	
11:00 AM						
12:00 PM		Lunch on your Own	Lunch on Your Own	General Membership Meeting and Luncheon	Lunch on your Own	
1:00 PM		Session 2: Secret Service — TBA; Human Trafficking — Melissa Moreno; Are you on the Happy Bus? — Sidney Hurlbert	Session 6: Bump my Lock — TBA; LoJack — John R. Schale; Are you on the Happy Bus? — Sidney Hurlbert; Facebook & more: Reaching out — Luke Rosenberger	Session 10: Homeland Security — Hanan Yadin; LoJack — John R. Schale; PACT-360 — Jerry Murphy	Session 13: Gangs-Juggalos — Paul Mohler; Human Trafficking — Melissa Moreno; TBA — TBA; Facebook & more: Reaching Out — Luke Rosenberger	
2:00 PM						
3:00 PM	TCPA Board Meets	Session 3: Secret Service — TBA; LoJack — John R. Schale; Are you on the Happy Bus? — Sidney Hurlbert; Survival Spanish — Armando Alvarez	Session 7: Twitter & more: The Pulse of the — Luke Rosenberger; TBA — TBA; Are you on the Happy Bus? — Sidney Hurlbert; Survival Spanish — Armando Alvarez		Session 14: Gangs-Juggalos — Paul Mohler; Twitter & more: The Pulse of the — Luke Rosenberger; TBA — TBA; Survival Spanish — Armando Alvarez	
4:00 PM						
5:00 PM	CCPS Review		*Optional* Regional Association Meetings		TCPA-Awards Banquet	
6:00 PM		Presidential Reception				
7:00 PM						
8:00 PM						
9:00 PM						
10:00 PM						

Crime Prevention 2 (40 hours) & CPTED (24 hours) being conducted

Crime Prevention 2 (40 hours) Continues

6/8/2010 1:45 PM

AI-21753 **8.B.**

Membership dues renewal - NCDA

CC CONSENT

Date:	06/29/2010
Submitted By:	Estella Webber, URBAN COUNTY
Submitted For:	Hilda Bazan
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

Urban County:
Request and approval to renew 2010-2011 membership dues in the amount of $1,545.00 to The National Community Development Association for Hidalgo County Urban County Program. (Membership dues covering the period July 1, 2010 through June 30, 2011).

BACKGROUND

The National Community Development Association (NCDA) continues to be committed to the goal of assisting local governments in achieving high quality, locally-responsive programs for making communities better places in which to live and work. Membership in NCDA is critical in the fight to protect and preserve funding for safe, decent and affordable housing along with other community development programs.

Fiscal Impact

FISCAL YEAR:

ACCT. #: Urban County Funds

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Urban County funds will be utilized.

Attachments

Link: NCDA

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/22/2010 12:41 PM	APRV
2	Perla Lopez	Perla Lopez	06/24/2010 08:46 AM	APRV
3	Auditor's Office		06/25/2010 05:01 PM	NEW

Form Started By: Estella Webber

Started On: 06/21/2010 10:31 AM

Final Approval Date: 06/25/2010

Renewal Invoice

NCDA Membership

National Community Development Association

522 21st Street, N.W. * Suite 120 * Washington, D.C. 20006
Phone: 202-293-7587 * Fax: 202-887-5546

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

Invoice Date	Invoice Number	Purchase Order Number	
September 2, 2008	MEMB-2010-11644		
			Cost
Membership dues covering the period July 1, 2010 through June 30, 2011			$1545.00

Please make checks payable to National Community Development Association

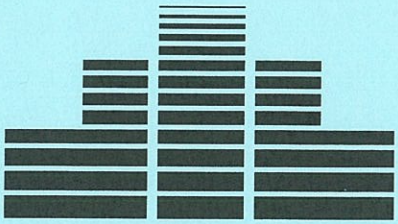
PRESIDENT
Rita J. Pribyl
Davenport, IA

VICE PRESIDENT
Lelia W. Allen
Orlando, FL

SECRETARY-TREASURER
Barbara L. Ross
Denton, TX

IMMEDIATE PAST PRESIDENT
Stephen D Gartrell
Newton, MA

EXECUTIVE DIRECTOR
Cardell Cooper



NATIONAL COMMUNITY DEVELOPMENT ASSOCIATION

522 21st Street, NW Suite 120 Washington, DC 20006 ▪ Tel: (202) 293-7587 ▪ Fax: (202) 887-5546
E-mail: ncda@ncdaonline.org ▪ Website: www.ncdaonline.org

Affiliated with the National League of Cities and the U.S. Conference of Mayors

NCDA MEMBERSHIP COMMITMENT FORM

In consideration of the services provided by the National Community Development Association, the City (or County) of HIDALGO in the State of TEXAS commits to establish or continue membership in NCDA and pay dues in total for the period beginning July 1, 2010 through June 30, 2011.

Payment (in the form of check or purchase order or a commitment date to pay) of membership dues will be forwarded to NCDA. Expected payment date JULY 06 2010.

Diana R Serna
NAME (Authorized signature required)

DIANA R. SERNA
PRINT NAME

DIRECTOR
TITLE

HIDALGO COUNTY URBAN COUNTY PROGRAM
AGENCY

1916 TESORO BLVD.
ADDRESS

PHARR, TX 78577
CITY, STATE, ZIP

(956) 787-8127 / (956) 787-5271
PHONE/FAX NUMBER

ucp@bizrgv.rr.com
E-MAIL

MISSION . . .

To assist local governments to achieve high-quality, locally responsive programs for making communities better places to live and work, particularly for low and moderate income people.

NCDA ANNUAL MEMBERSHIP DUES SCHEDULE

	DUES AMOUNT
Affiliate Members:	**$ 2,500.00**
Alumni Members:	**450.00**
Non-Entitlement Members:	**375.00**
Subscriber Members:	**375.00**
Entitlement Members:	
POPULATION	
Under 50,000	**550.00**
50,000 - 100,000	**940.00**
101,000 - 250,000	**1,545.00**
251,000 - 500,000	**2,000.00**
Over 500,000	**3,430.00**

Subscriber Member: An additional department within an existing NCDA member community.

Alumni Members: Individuals previously employed in the community development and/or housing administrator capacity of an active NCDA member community.

Affiliate Members: State Community Development Agencies

Effective July 1, 2010

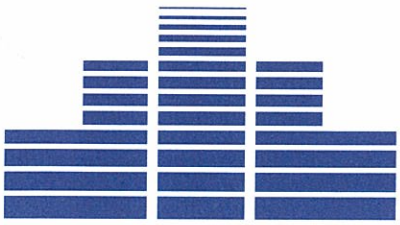
PRESIDENT
Rita J. Pribyl
Davenport, IA

VICE PRESIDENT
Lelia W. Allen
Orlando, FL

SECRETARY-TREASURER
Barbara L. Ross
Denton, TX

IMMEDIATE PAST PRESIDENT
Stephen D Gartrell
Newton, MA

EXECUTIVE DIRECTOR
Cardell Cooper



NATIONAL COMMUNITY DEVELOPMENT ASSOCIATION

522 21st Street, NW Suite 120 Washington, DC 20006 ▪ Tel: (202) 293-7587 ▪ Fax: (202) 887-5546
E-mail: ncda@ncdaonline.org ▪ Website: www.ncdaonline.org

Affiliated with the National League of Cities and the U.S. Conference of Mayors

April 21, 2010

Dear NCDA Member:

Your membership within the National Community Development Association (NCDA) ensures you are a part of an Association that is the premier advocacy group for local community development practitioners. Your membership guarantees **quality representation in Washington, DC** on your behalf from dedicated NCDA staff. NCDA was successful in its advocacy for increased funding for CDBG in FY10 with Congress restoring nearly $350 million to the program. In addition, NCDA has been successful in working with HUD Assistant Secretary Mercedes Marquez in broadening the definitions of "foreclosed" and "abandoned" under the Neighborhood Stabilization Program to make the program work more effectively for grantees. NCDA will continue to work with the Assistant Secretary in the coming year to streamline the Consolidated Plan process, making it more efficient and easier for grantees. NCDA will continue its advocacy for program funding in the year ahead; pushing for additional funding for CDBG, HOME, HUD's homeless assistance programs, Section 108, and other critical areas. Moreover, NCDA is the premier organization for **CDBG Training**; providing its nationally recognized CDBG Basics Course to CDBG practitioners and launching its newly developed Advanced CDBG Course for CDBG managers. In the coming year, NCDA will launch its Basic HOME Course.

Your membership within NCDA also provides you with **the opportunity to network with hundreds of community development professionals** through the NCDAonline Forum - an interactive listerv that allows members to communicate directly on community development issues. Members also network and learn through NCDA's annual and winter conferences which provide a forum for hearing from and communicating with top-level HUD officials, congressional staff, leaders in the field of community development, and grantees.

We look forward to your continued participation within NCDA. Enclosed is a commitment form and an invoice for membership dues. Please note that membership dues are an allowable expense under CDBG or HOME program administration funds. To continue your membership within NCDA, please complete the commitment form and fax, (202) 887-5546, it to NCDA. Otherwise, please remit payment. We appreciate your continued support. If you have any questions, please don't hesitate to contact Karen Parker at (202) 293-7587.

Sincerely,

Cardell Cooper
Executive Director

Enclosures

MISSION . . .

To assist local governments to achieve high-quality, locally responsive programs for making communities better places to live and work, particularly for low and moderate income people.

TO THE COUNTY AUDITOR
AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES

THE STATE OF TEXAS

COUNTY OF HIDALGO

I, DIANA R. SERNA, do hereby state that my membership in the NATIONAL COMMUNITY DEVELOPMENT 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 related to County Government.
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: Diana R Serna DATE: 6-18-10

TITLE: DIRECTOR

Before me Hilda Bazan, a Notary Public, appeared Diana R. Serna, 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.

HILDA BAZAN
MY COMMISSION EXPIRES
June 17, 2011

(SEAL)

Hilda Bazan
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

Funding Year 2009
Acct#
5009-99-2101-6501-P9900

COUNTY AUDITOR'S FORM: RE-CA-041
REVISED: 02/2007

AI-21819 **9.A.**

NAME CHANGE

CC CONSENT

Date: 06/29/2010
Submitted By: Griselda Salazar, IT DEPARTMENT
Submitted For: Renan Ramirez
Department: IT DEPARTMENT
Agenda Category: IT Department

Information

CAPTION

Planning Dept.:
1. Authorization to remove cell phone number/employee name and replace with new number/employee name through the County's membership/participation with CONTRACT: C09-231-09-22 (PO# 633540) with awarded vendor HEB WIRELESS for the following service:

Description:	Plan Description:	Department:	Employee Name:	Employee Number:	Cell Phone Number:
Removing	Pocket Unlimited Talk, Text & US Long Distance Plan	Planning Dept.	Office Use	N/A	956-515-8844
Replacing	Pocket Unlimited Talk, Text & US Long Distance Plan	Planning Dept.	Jonathan Isidro	180033	New Number
Removing	Pocket Unlimited Talk, Text & US Long Distance Plan	Planning Dept.	Office Use	N/A	956-648-7832
Replacing	Pocket Unlimited Talk, Text & US Long Distance Plan	Planning Dept.	Arturo A. Hernandez	180181	New Number

2. Approval of the attached Wireless Device Request Forms under the County's cell phone policy.

BACKGROUND

Fiscal Impact

Attachments

Link: Removing
Link: Replacing
Link: Removing
Link: Replacing

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/23/2010 03:03 PM	APRV
2	Olga Garza	Olga Garza	06/23/2010 04:35 PM	APRV
3	Auditor's Office		06/25/2010 05:01 PM	NEW

Form Started By: Griselda Salazar Started On: 06/23/2010 02:05 PM

Final Approval Date: 06/25/2010

WIRELESS DEVICE REQUEST FORM W.1.3

(1) Type of Request:

☐ County Owned Department Assigned Cellular Service
☐ Equipment Replacement
☑ Delete Service 956-515-8844

COUNTY OWNED / ASSIGNED CELL PHONE:

(2) Requesting employee: OFFICE USE Employee ID# N/A Signature:

DEPARTMENT: PLANNING DEPT. DEPT #: 210

Quantity: 1

Service: $ 0.00 /mo (x) 0 months = $0.00 Account: 532

Service: $ 0.00 /mo (x) 0 months = $0.00 Account: 619/664

Requisition Total: $0.00 **Requisition Number:** PO# 633540

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

Signature Tomas T. Arredondo 6-23-10
Print Name Date

(4) Executive Office Authorization:

Signature Print Name Date

(5) IT DEPARTMENT ONLY:

Service Type Codes:

☑ POCKET $25 Month Plan / Unlimited Talk, Text & US Long Distance + $2.50/Mo Taxes & Fees -or-
☐ SPRINT BE1000 Plan $55/Month + Options + $5.00/Mo Taxes & Fees

Commissioner's Court Action: **Commissioner's Court Date:** 06/29/10

☐ **Approved Date:** _____ ☐ **Disapproved**

I understand that the value of the use of the wireless device(s) will be included in the wages of the employee that is assigned a county phone and the employee will be liable for the taxes incurred by the cost of this device(s).

Revised: 1/21/2009

WIRELESS DEVICE REQUEST FORM W.1.3

(1) Type of Request:

☑ County Owned Department Assigned Cellular Service
☐ Equipment Replacement
☐ Delete Service

Replacing

COUNTY OWNED / ASSIGNED CELL PHONE :

(2) Requesting employee: Jonathan Isidro Employee ID# 180033 Signature: [signature]

DEPARTMENT: Planning DEPT #: 210

Quantity: 1

Service: $ 27.50 /mo (x) 7 months = $192.50 Account: 0-1100-419-10-210-001-0-**532**

Service: $ 0.00 /mo (x) 0 months = $0.00 Account: -**619/664**

Requisition Total: $192.50 **Requisition Number:** 167864/P.O. 633540

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

[signature] Tomas J. Arredondo 6-14-10
Signature Print Name Date

(4) Executive Office Authorization:

[signature] Valde Guerra 6/15/10
Signature Print Name Date

(5) IT DEPARTMENT ONLY:

Service Type Codes:

☒ **POCKET $25 Month Plan / Unlimited Talk, Text & US Long Distance + $2.50/Mo Taxes & Fees** -or-
☐ ~~**SPRINT BE1000 Plan $55/Month + Options + $5.00/Mo Taxes & Fees**~~

Commissioner's Court Action: **Commissioner's Court Date:** 6/29/10

☐ **Approved Date:** _____ ☐ **Disapproved**

I understand that the value of the use of the wireless device(s) will be included in the wages of the employee that is assigned a county phone and the employee will be liable for the taxes incurred by the cost of this device(s).

Revised: 1/21/2009

WIRELESS DEVICE REQUEST FORM W.1.3

(1) Type of Request:

☐ County Owned Department Assigned Cellular Service
☐ Equipment Replacement
☑ Delete Service 956-648-7832

COUNTY OWNED / ASSIGNED CELL PHONE:

(2) Requesting employee: OFFICE USE Employee ID# N/A Signature:

DEPARTMENT: PLANNING DEPT. DEPT #: 210

Quantity: 1

Service: $ 0.00 /mo (x) 0 months = $0.00 Account: -532

Service: $ 0.00 /mo (x) 0 months = $0.00 Account: 619/664

Requisition Total: $0.00 **Requisition Number:** PO# 633540

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

Signature	Print Name	Date
	Tomas T. Arredondo	6-23-10

(4) Executive Office Authorization:

Signature	Print Name	Date

(5) IT DEPARTMENT ONLY:

Service Type Codes:

☑ POCKET $25 Month Plan / Unlimited Talk, Text & US Long Distance + $2.50/Mo Taxes & Fees -or-
☐ SPRINT BE1000 Plan $55/Month + Options + $5.00/Mo Taxes & Fees

Commissioner's Court Action: **Commissioner's Court Date:** 06/29/10

☐ **Approved Date:** _____ ☐ **Disapproved**

I understand that the value of the use of the wireless device(s) will be included in the wages of the employee that is assigned a county phone and the employee will be liable for the taxes incurred by the cost of this device(s).

Revised: 1/21/2009

WIRELESS DEVICE REQUEST FORM W.1.3

(1) Type of Request:

☑ County Owned Department Assigned Cellular Service
☐ Equipment Replacement
☐ Delete Service

Replacing

COUNTY OWNED / ASSIGNED CELL PHONE :

(2) Requesting employee: Arturo A. Hernandez Employee ID# 180181 Signature: [signature]

DEPARTMENT: Planning DEPT #: 210

Quantity: 1

Service: $ 27.50 /mo (x) 7 months = $192.50 Account: 0-1100-419-10-210-001-0-**532**

Service: $ 0.00 /mo (x) 0 months = $0.00 Account: -**619/664**

Requisition Total: $192.50 **Requisition Number:** 167864/P.O. 633540

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

[signature] Tomas J. Arredondo 6-14-10

Signature Print Name Date

(4) Executive Office Authorization:

[signature] Valde Guerra 6/15/10

Signature Print Name Date

(5) IT DEPARTMENT ONLY:

Service Type Codes:

☒ **POCKET $25 Month Plan / Unlimited Talk, Text & US Long Distance + $2.50/Mo Taxes & Fees** -or-
☐ ~~**SPRINT BE1000 Plan $55/Month + Options + $5.00/Mo Taxes & Fees**~~

Commissioner's Court Action: **Commissioner's Court Date:** 6/29/10

☐ **Approved Date:** _____ ☐ **Disapproved**

I understand that the value of the use of the wireless device(s) will be included in the wages of the employee that is assigned a county phone and the employee will be liable for the taxes incurred by the cost of this device(s).

Revised: 1/21/2009

AI-21846 **10.A.**

Pct 1-WA#3-L & G Engineering Laboratory LLC-C-09-328-08-11 (CMT of Mi 6 West (SH 107 Mi 17 North)

CC CONSENT

Date:	06/29/2010
Submitted By:	Letty Saenz, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department

Information

CAPTION

Acceptance and approval of Work Authorization #3 in the amount of $ 5,161.25 submitted by L&G Engineering Laboratory, LLC for "Construction Material Testing" services in connection with Contract #C-09-328-08-11 for Precinct #1, the (Mile 6 West (SH 107 to Mile 17 North) Construction Project)

BACKGROUND

WA#3-L & G Engineering Laboratory LLC-C-09-328-08-11-Pct 1
Memo Request by L & G Engineering & Precinct #1

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1336-431-00-121-041-0-731

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

BUDGETARY IMPACT:

Available balance as of 6-25-10 $111,917.11.

Attachments

Link: WA#3-L & G Engineering Lab LLC-Pct 1

Link: Memo Request by L&G Engineering Lab & Pct 1-WA #3

Link: Contract Doc#C-09-328-08-11-Pct 1

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	06/25/2010 04:45 PM	APRV
2	Budget & Management	Ivan Cantu	06/25/2010 04:47 PM	APRV
3	Ivan Cantu	Ivan Cantu	06/25/2010 04:52 PM	APRV
4	Auditor's Office		06/25/2010 05:01 PM	NEW

Form Started By: Letty Saenz Started On: 06/25/2010 02:45 PM

Final Approval Date: 06/25/2010

HIDALGO COUNTY

Professional Engineering Services
Contract # C-09-328-08-11
Work Authorization Form

WORK AUTHORIZATION NO. 3

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, **L&G ENGINEERING LABORATORY, LLC** professional engineers of Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Engineer** to provide **Construction Materials Testing Services for Mile 6 West (SH 107 to Mile 17 North) Construction Project in Hidalgo County Precinct No. One (1)**

The scope of services to be provided by the **Owner** is identified in ***EXHIBIT "A" – Scope of Services to be Provided by the Owner*** attached hereto.

The scope of services to be provided by the **Engineer** is identified in ***EXHIBIT "B" – Scope of Services to be Provided by the Engineer*** attached hereto.

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is **$5,161.25**. This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "D".**

PART 3. PAYMENT

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with Article/Part/Section 5.1 of the Agreement.

PART 4. FUNDING

This Work Authorization No. 3 shall be funded through funding source:
Account No. 0-1336-431-00-121-041-0731
Requisition Number _____ (MUST BE INCLUDED AFTER CC APPROVAL)

PART 5. PERIOD OF SERVICE

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of scopes of the work authorization or (DATE).

PART 6. RESPONSIBILITIES AND OBLIGATIONS

This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 7. **ACKNOWLEDGEMENT AND CONFIRMATION**

Acknowledgement and confirmation by Hidalgo County Precinct No. 1 Commissioner A.C. Cuellar as to content and detail of this Work Authorization No. # 3.

HIDALGO COUNTY
COMMISSIONER PRECINCT NO. 1:

BY: _____

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____ as indicated below and effective as of _____ day of _____, 2010.

THE ENGINEER:
L&G ENGINEERING LABORATORY, LLC

_____
By: Jacinto Garza, P.E.

THE OWNER:
HIDALGO COUNTY

_____
Rene Ramirez, County Judge

ATTEST:

_____
Arturo Guajardo Jr., County Clerk

LIST OF ATTACHMENTS

ATTACHMENT "A" - Service to be Provided by the Owner
ATTACHMENT "B" - Services to be Provided by the Engineer
ATTACHMENT "C" - Work Schedule
ATTACHMENT "D" - Cost Proposal

ATTACHMENT "A"

Scope of Services (Owner)

PROJECT: **Mile 6 West (SH 107 to Mile 17 North) Construction Project. In Hidalgo County Precinct No. One (1)**

SERVICES TO BE PROVIDED BY OWNER

The County of Hidalgo will provide **L&G Engineering Laboratory, LLC** with **Construction Documents, Plans and Specifications** for the **Mile 6 West (SH 107 to Mile 17 North) Construction Project.**

ATTACHMENT "B"
Scope of Services (Engineer)

PROJECT: **Mile 6 West (SH 107 to Mile 17 North) Construction Project in Hidalgo County Precinct No. One (1)**

GENERAL SCOPE OF WORK

The Scope of Work will entail providing **The County of Hidalgo** with **Construction Materials Testing Services.**

The Scope of Work is identified as follows:

- ***Construction Materials Testing Services***

L&G Engineering Laboratory will furnish all equipment, materials, supplies, and incidentals as needed to perform the services required by this Contract: The work is as follows:

Construction Materials Testing Services

L&G Engineering Laboratory, L.L.C. will provide **The County of Hidalgo** with **Construction Materials Testing Services** for the **Mile 6 West (SH 107 to Mile 17 North) Construction Project in Hidalgo County Precinct No. One (1)**

The services to be provided are as follows:

- Sampling and laboratory testing of soils and base materials proposed for use in the construction of Roads and Bridges to determine compliance of these materials with project plans and specifications.
- Field density testing of soils and base materials to ensure proper compaction as required by project plans and specifications.
- Field sampling and testing of fresh concrete, and Laboratory testing of hardened concrete to determine compliance with project plans and specifications.
- Field Compaction testing of Asphalt to ensure proper compaction during lay down operations.
- Field inspection, sampling and laboratory testing of Asphalt materials to determine their materials properties and their compliance with project plans and specifications.
- Any additional laboratory testing as required requested by **The County of Hidalgo and the project plans and specifications.**

- Provide accurate and timely reports to **The County of Hidalgo** and all/other recipients as designated by the County.

Engineering Services

L&G Engineering Laboratory, L.L.C. will provide an engineer's review of all test results to determine compliance with all project plans and specifications.

Scheduling of Services

L & G Engineering Laboratory is prepared to make a commitment to **The County of Hidalgo's** materials testing needs. L & G Engineering Laboratory makes every effort to respond to its clients as requests are received, and every effort will be made to keep scheduling conflicts to a minimum. As any other firm or business providing a service, L & G Engineering Laboratory prefers to schedule field and laboratory work with as much advance notice as possible. L & G Engineering Laboratory understands; however, that certain situations may occur when the Client may have a need for Materials Testing Services with as little or no advance notice. During these instances, L & G Engineering Laboratory will make every effort to dispatch personnel to the project within one (1) hour of the Client's request for services.

ATTACHMENT "C"
Work Schedule

PROJECT: Mile 6 West (SH 107 to Mile 17 North) Construction Project in Hidalgo County Precinct No. One (1)

Work Schedule

L&G Engineering Laboratory will provide **Hidalgo County Pct. # 1** with **Construction Materials Testing Services** as outlined in **Contract Agreement C-09-328-11.**

ATTACHMENT "D"
Cost Proposal

PROJECT: Mile 6 West (SH 107 to Mile 17 North) Construction Project in Hidalgo County Precinct No. One (1)

See Attached

Attachment "D"
Mile 6 West - SH 107 to Mile 17 North (Approx. 2,587 LF.)
Prepared For Hidalgo County Pct. No. 1

Existing Pavement Thickness Determination				
Tech Time (2 Techs)	12	Hrs.	$44.40	$532.80
Trip Charge	20	Mi.	$0.48	$9.60
Pavement Thk. Determination	5	Ea.	$82.10	$410.50
Reports	1	Ea.	$21.90	$21.90
Eng. Spec.	0.5	Hrs.	$110.95	$55.48
Engineer	0.5	Hrs.	$148.00	$74.00
			Sub.	**$1,104.28**
Roadway Base Materials Testing - Laboratory				
Tech Time	3	Hrs.	$44.40	$133.20
Trip Charge	20	Mi.	$0.48	$9.60
Sieve Analysis	1	Ea.	$55.45	$55.45
Texas Wet Ball Mill	1	Ea.	$215.85	$215.85
Atterberg	1	Ea.	$73.95	$73.95
Moisture-Density Determ	1	Ea.	$191.05	$191.05
Reports	1	Ea.	$21.90	$21.90
Eng. Spec.	0.5	Hrs.	$110.95	$55.48
Engineer	0.5	Hrs.	$148.00	$74.00
			Sub.	**$830.48**
Base Material Field Density Testing				
Tech Time	12	Hrs.	$44.40	$532.80
Trip Charge	120	Mi	$0.48	$57.60
Comp. Test	18	Ea.	$22.20	$399.60
Reports	6	Ea.	$21.90	$131.40
Eng. Spec.	3	Hrs.	$110.95	$332.85
Engineer	3	Hrs.	$148.00	$444.00
			Sub.	**$1,898.25**

Asphalt Testing-Field and Laboratory				
Tech Time	6	Hrs.	$56.70	$340.20
Trip Charge	40	Mi	$0.48	$19.20
Rolling Patterns	2	Ea.	$37.00	$74.00
Laboratory Molded (ga)	1	Pr.	$67.80	$67.80
%AC-Grad	1	Ea.	$215.80	$215.80
Reports	2	Ea.	$21.90	$43.80
Asphalt Thickness	5	Ea.	$61.70	$308.50
Eng. Spec.	1	Hrs.	$110.95	$110.95
Engineer	1	Hrs.	$148.00	$148.00
			Sub.	$1,328.25

Estimated Project Total $5,161.25

COUNTY of HIDALGO

A.C. CUELLAR, JR.
County Commissioner, Pct. 1
1902 Joe Stephens Ave.
Weslaco, TX 78596
(956) 968-8733

Mrs. Martha Salazar
County Purchasing Agent
2802 S. Business Hwy 281
Edinburg, Tx. 78539

RE: Work Authorization #3

Dear Mrs. Salazar

We are currently moving forward with several road projects in Precinct #1. At this time we are requesting for you to proceed with the attached work authorization from L & G Engineering Laboratory in the amount of $5,161.25. This work authorization will be for construction materials testing for Mile 6 W (SH 107 to Mile 17 North).

The account number to referenced will be: 0-1336-431-00-121-041-0-731

Contract # C-09-328-08-11

Respectfully,

A.C.Cuelllar, Commissioner Pct.#1

L&G Engineering Laboratory
Construction Material Testing
Geotechnical Engineering

June 14, 2010

Mr. Joseph Palacios
County of Hidalgo, Precinct No. 1
1902 Joe Stevens Drive
Weslaco, Texas 78596

RE: Work Authorization No. 3 - Mile 6 West (SH 107 to Mile 17 North) Construction Project

Dear Mr. Palacios:

L&G Engineering Laboratory, L.L.C. (L&G), is providing you two (2) signed original work authorization forms for Construction Materials Testing Services for the referenced project as per your request. We are attaching the following in duplicate:

- Work Authorization No. 3
- The Scope of Services (Owner) (Attachment A)
- The Scope of Services (Engineer) (Attachment B).
- Work Schedule (Attachment C)
- Project Cost Proposal (Attachment D)

L & G Engineering Laboratory, L.L.C. appreciates the opportunity to submit Work Authorization No. 3 and look forward to working with **Hidalgo County Pct. 1.** If I may be of any additional assistance or any additional information is required, please feel free to contact me at 956-565-0760 or 956-463-2008.

Sincerely,
L&G ENGINEERING LABORATORY, L.L.C.

Ricardo A. Gil
General Manager

Attachments

2100 W. Expressway 83 • Mercedes, TX 78570 • Office: (956) 565-0760 • Fax: (956) 565-6746
900 S. Stewart Rd., Ste. 9 • Mission, TX 78572 • Office: (956) 583-7117 • Fax: (956) 583-7116

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

PROFESSIONAL SERVICES AGREEMENT
C-09-328-08-11

THIS AGREEMENT is made effective the 11TH day of August, 2009 by and between HIDALGO COUNTY, TEXAS, ("County") Precinct No. 1 and L&G Engineering Laboratory LLC of Mercedes, Texas, a Texas Corporation ("Laboratory").

W I T N E S S E T H:

WHEREAS, the County is vested with the responsibility of providing construction materials testing (the "Services") for "Hidalgo County Precinct No. 1 Projects;" (ON A AS NEED BASIS)

WHEREAS, the County has determined that the services of a professional laboratory company is necessary to carry out the required Services;

WHEREAS, pursuant to Texas Government Code Chapter 2254 (the "Texas Professional Services Procurement Act"), the County requested proposals from a professional laboratory to assist the County by providing the Services;

WHEREAS, County has selected the Laboratory to provide the Services within Hidalgo County Precinct No. 1, in accordance to Exhibit "A-1" Request for Qualifications (RFQ) Procurement Packet.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, County and Laboratory do mutually agree as follows:

1. **Scope of Services.** The County will provide to Laboratory the services described in Exhibit "A" attached hereto and entitled "Services to be Performed by County." Laboratory agrees to provide to County with the work described in Exhibit "B", "Services to be Performed by the Laboratory."

2. **Non-Exclusive Services of Laboratory.** Hidalgo County reserves the right to request these services from other sources other than the Laboratory and shall not be in violation of any terms or conditions of this Agreement.

3. **Term.** This Agreement becomes effective when fully executed by both parties and will terminate one (1) year from the date of execution or unless sooner terminated as provided herein. The Laboratory will not begin to work or incur costs until authorized in writing by the County with each "Work Authorization" particularly described in Exhibit "D."

4. **Compensation.** The maximum amount payable under this Agreement shall not exceed the amount for each work authorization unless an amendment is executed as provided hereinafter. The Laboratory shall submit periodic requests for payment within (30) thirty days after completion of each Work Authorization. The request for payment shall be made using forms acceptable to the County and shall show the total amount earned to the date of submission and the amount due and payable as of the

date of the current billing. Upon receipt of said request for payment, County shall submit a requisition for payment for said Services in the customary manner provided for payments utilized by Hidalgo County, Texas. Laboratory agrees to separately account for the receipt and/or expenditure of funds received pursuant to this Agreement and to keep accurate books and records of all such receipts and/or expenditures. All payments to Laboratory shall be mailed to the address shown in numbered paragraph 24 herein.

5. **Inspection of Work.** The County has the right at all reasonable times to inspect or otherwise evaluate the work performed hereunder and the premises in which it is being performed. If any inspection or evaluation is made on the premises of the Laboratory, or of a subcontractor, the Laboratory shall provide and require its subcontractor to provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay their work.

6. **Amendments.** If it becomes necessary at any time during this Agreement to change the scope of Services, the Agreement period, the maximum amount payable, the complexity, or the character of this Agreement, an amendment shall be executed by use of a (Supplemental Agreement Form) more particularly described in Exhibit "E"

within the agreement. The County retains the right to reject any such amendment proposed by the Laboratory. Any such amendments shall be made in writing, agreed to by all parties hereto, and duly executed before the end of the Agreement as specified. If the County finds it necessary to require changes in completed work because of errors made by the Laboratory, the County shall require the Laboratory to correct the work at no cost to the County and without amendment to the Agreement. If the changes are made at the request of the County and are not due to errors of the Laboratory, the County will reimburse the Laboratory for the additional work at the same rate of pay established in Exhibit "C," "Laboratory Rates." If payment for the additional work will cause the maximum amount payable under this Agreement to be exhausted, an amendment shall be proposed in accordance with all State procurement laws.

7. **Reporting.** The Laboratory shall promptly advise the County in writing of events which have a significant impact upon the Agreement, including:

a. Problems, delays, or adverse conditions which will materially affect the ability to meet time schedules and goals, or preclude the attainment of project work units by established time periods. This disclosure shall be accompanied by a statement of the action taken, or

contemplated and any County or, if Federal Funds are involved, Federal assistance needed to resolve the situation.

b. Favorable developments or events which enable meeting time schedules and goals to be met sooner than anticipated or which are producing more work units than originally projected.

8. Ownership of Documents. Upon completion or termination of this Agreement, all documents prepared by the Laboratory or furnished to the Laboratory by the County shall be delivered to and become the property of the County. All sketches, photographs, calculations, and other data prepared under this Agreement shall be made available, upon request, to the County without restriction or limitation on their further use. The Laboratory may, at its own expense, have copies made of the documents or any other data furnished to the County under this Agreement.

9. Suspension of Work. Should County desire to suspend the work under this Agreement, but not terminate this Agreement, the County shall provide thirty (30) calendar days verbal notification to Laboratory, followed by written confirmation from the County to Laboratory to that effect. The thirty-day notice may be waived as agreed in writing by both the County and Laboratory to that effect. The work under this Agreement may be reinstated and resumed in full force and effect within sixty

(60) days of receipt of written notice from the County to the Laboratory. The sixty-day notice may be waived as agreed in writing by both the County and Laboratory. If the County suspends the work, the Termination Date as identified above is not affected and this Agreement will terminate on the date specified.

10. **Progress and Coordination.** The Laboratory shall, from time to time during the progress of the work, confer with the County. The Laboratory shall prepare and present such information as may be pertinent and necessary, or as may be requested by the County, in order to evaluate features of the Laboratory's services and work.

At the request of the County or the Laboratory, conferences shall be provided at the Laboratory's office, the offices of the County, or at other locations designated by the County. These conferences shall also include evaluation of the Laboratory's services and work when requested by the County.

All applicable study reports shall be submitted in preliminary form for approval by the County before the final report is issued. The County's comments regarding the Laboratory's preliminary report will be addressed by the Laboratory in the final report.

If funds by other agencies or entities are to be used for the development of the project under this Agreement, the Laboratory's Services and work will be subject to periodic review and approval by other agencies or entities, including those of the city, county, state and/or federal agencies.

Should it be determined that the progress in the production of the Laboratory's Services and work does not satisfy the requirements of the approved Work Authorization as provided by Exhibit "D", attached hereto, the County shall review the approved Work Authorization with the Laboratory to determine the corrective action needed by either the County or the Laboratory.

The Laboratory shall promptly advise the County in writing of events which have a significant impact upon the progress of the Laboratory's Services and work and the approved Work Schedule, including:

a. problems, delays, adverse conditions which will materially affect the ability to attain Agreement objectives, prevent the meeting of time schedules and goals, or preclude the timely completion and submittal of Project deliverables by the Laboratory within established time periods; this disclosure will be accompanied by a statement by the Laboratory of recommended or immediate action taken, or

contemplated, and any Owner or other agency or entity assistance needed to resolve the situation: and

b. favorable developments or events which enable meeting the Work Schedule goals sooner than anticipated.

11. **Independent Contractor.** Laboratory must comply with all applicable Hidalgo County policies and with any applicable federal, state or local laws, regulations, orders or ordinances applicable to the Services provided by Laboratory under this Agreement. Notwithstanding the foregoing sentence, Laboratory represents and maintains that it is an Independent Contractor and is not an employee of Hidalgo County, Texas or any agency thereof, and represents and warrants that it does not desire or request any fringe benefits provided to employees of Hidalgo County, Texas, and/or any agency thereof, including, but not limited to benefits associated with Hidalgo County's civil service program. Laboratory agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder.

12. **Subcontracting and Assignment.** The Laboratory shall not assign subconsultant or transfer the Laboratory's interest in this Agreement without the prior written consent of the County. The Laboratory shall bind every subconsultant by

written contract to observe all the terms of this Agreement to the extent that they may be applicable to each subconsultant. No subcontractor relieves the Laboratory of any responsibilities under this Agreement.

13. **Voluntary Termination.** County may terminate this Agreement at any time for any reason or no reason at all upon giving thirty (30) days prior written notice to the Laboratory.

14. **Insurance.** Laboratory agrees to provide liability insurance covering its activities in providing the Services for County in an amount not less than the minimum amounts prescribed by the Texas Tort Claims Act, §100.001, et seq., Texas Civil Practices and Remedies Code, and shall furnish County a certificate issued by the insurer that such insurance is in full force and effect.

15. **Payment of Franchise Tax.** The Laboratory hereby certifies that the Laboratory is not delinquent in Texas franchise tax payments, or that the Laboratory is exempt from, or not subject to, such tax. A false statement concerning corporation's franchise tax status shall constitute grounds for termination of the Agreement at the sole option of the County.

16. **No Assignment.** Except as otherwise herein provided, Laboratory may not assign the obligations or rights under this Agreement to any person without the prior written consent of County.

17. **Conflict.** 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 Agreement, 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 the legal requirements and only during the time such conflict exists.

18. **Termination by County.** If Laboratory fails to deliver quality Services, fails to achieve the defined goals, outcomes, strategies and outputs required by County, or if Laboratory fails to comply with any conditions in this Agreement, then County shall have the right to terminate this Agreement upon the giving of ten (10) days prior written notice to Laboratory.

19. **No Waiver.** No waiver by County 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.

20. **Entire Agreement.** This Agreement contains the entire agreement 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 County and Laboratory, and not otherwise.

21. **Venue.** 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.

22. **Hold Harmless.** In the event Laboratory should cause, either directly or indirectly, damage, loss, destruction, liability, or claims against the other party as a result of intentional conduct, negligence or otherwise, Laboratory shall hold harmless and indemnify County from any and all obligations, liabilities, cause of action, lawsuits, damages, and assessments, including legal fees, etc., that from the

Laboratory's intentional actions or negligence. This indemnification clause shall survive this Agreement and be enforceable as a separate agreement in the event its survival and enforcement becomes necessary.

23. **Attorney's Fees.** In the unlikely event that a dispute occurs which is litigated, or a cause of action in law or equity is filed concerning the operation, construction, interpretation, or enforcement of this Agreement, the losing party shall bear the cost of the attorney's fees incurred by the prevailing party and any and all costs applicable thereto, including, but not limited to, court costs, deposition fees, expert witness fees, out-of-pocket expenses and travel expenses which are incurred by the prevailing party.

24. **Notices.** Expect 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 a 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 County: County of Hidalgo

Attention: County Judge
100 East Cano, 2nd Floor
Edinburg, Texas 78539

If to Laboratory: L & G Engineering Laboratory LLC
2100 W Expressway 83
Mercedes, TX 78570

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 addresses or, if mailed at such time as it is deposited in the United States mail.

25. **Executions of 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.

26. **Binding Agreement.** 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.

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

28. **Authority.** The execution and performance of this Agreement by County and Laboratory have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of County and Laboratory in accordance with its terms.

29. **Professional Seal.** All documents and data furnished by the Laboratory to the County shall bear Professional seal of a licensed Engineer employed by the Laboratory.

EXECUTED as of the day and year first written above.

COUNTY:
COUNTY OF HIDALGO, TEXAS

By: _____
Juan D. Salinas III, County Judge

LABORATORY:
L & G Engineering Laboratory LLC

By: _____

Printed Name JACINTO GARZA

Title: President

ATTEST:

_____
Arturo Guajardo Jr., County Clerk

Approved by Commissioners' Court: 8/11/09

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

By: _____
Stephen L. Crain, Attorney

ATTACHMENTS:

EXHIBIT A	-Scope of Services to be provided by the County
EXHIBIT B	-Scope of Services to be provided by the Laboratory
EXHIBIT C	-Laboratory's Rates
EXHIBIT D	-Work Authorization Form
EXHIBIT E	-Supplemental Agreement Form
EXHIBIT F	-Certificates of Insurance

EXHIBIT "A"

Services to be Provided by County

The following provides an outline of the services to be provided by the Owner in the development of Projects (as defined and more particularly identified in Exhibit "A" attached to this Agreement).

General:

The Owner will provide to the Laboratory the following:

1) Provide the authorization to proceed with services through coordination with the project consulting and design Laboratory.
2) Payment for work performed by the Laboratory and accepted by the Owner in accordance with Article 3 of this Agreement.
3) Assistance to the Laboratory, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies the Laboratory cannot easily obtain.
4) Provide any available relevant data the Owner may have on file concerning the projects.
5) Provide timely review and decisions in response to the Laboratory's request for information and/or required submittals and deliverables, in order for the Laboratory to maintain the agreed upon work schedule prepared in accordance with Exhibit "A" attached to this Agreement.
6) Attend and participate in progress meetings as required and as coordinated and conducted by Laboratory.
7) Provide the authorization to proceed with services on project by project basis through consulting design and construction Laboratory.

Exhibit "B"

Services to be Provided by Laboratory

The services to be provided by the LABORATORY in providing Construction Materials Testing Services for: Hidalgo County Precinct No.1 Projects, "ON A AS NEEDED BASIS" and projects is as follows:

A. **Preliminary Phase:**

1) Attend preliminary conferences with the OWNER and, if requested, with the funding agency and other government agencies or interested parties regarding the Project.
2) Provide for the necessary geotechnical investigation and testing necessary to develop design.
3) Provide environmental studies as may be necessary to complete a project.
4) Provide assistance to the OWNER in providing material requirements and specifications for design, construction and maintenance projects.
5) Provide assistance to the OWNER in providing pavement design recommendations for the design, construction and maintenance projects.
6) Provide assistance to the OWNER in providing pavement rehabilitation recommendations for the design, and maintenance projects.
7) Provide assistance to the OWNER in providing pavement condition studies.

B. **Design Phase:**

1) Attend the OWNER'S and respective Party's meeting as requested for the purpose of explaining geotechnical investigation report recommendations and preliminary testing results and their impact to proposed design activities.
2) Perform any additional geotechnical investigations, testing and environmental studies necessary to collect information required in the design of the Project.

3) Provide assistance to the OWNER in providing material requirements and specifications for design, construction and maintenance projects.
4) Provide assistance to the OWNER in providing pavement design recommendations for the design, construction and maintenance projects.
5) Provide assistance to the OWNER in providing pavement rehabilitation recommendation for the design, construction and maintenance projects.
6) Provide assistance to the OWNER in providing pavement condition studies.
7) Furnish the OWNER all necessary report for preliminary design, design, and construction and maintenance projects.

C. **Construction/Maintenance Phase:**

1) Attend the OWNER'S and respective Party's pre-construction and construction meetings as requested for the purpose of explaining geotechnical investigation report recommendation and preliminary testing results and their impact to proposed construction activities and establish coordination and lines of communication for proposed construction materials testing during construction activities.
2) Consult and advise with the OWNER during construction.
3) Provide construction materials testing for construction and maintenance project as required by the project plans and specifications and/or specified by the project design Laboratory.
4) Review all material designs as requested by the OWNER and/or project design Laboratory.
5) Furnish the OWNER all necessary reports for construction and maintenance projects.
6) Provide construction observation services as requested by the OWNER on construction and maintenance projects.

D. **Miscellaneous/Other:**

1) Act for Owner in professional manner, using that degree of care and skill ordinarily exercised by and consistent with the standards of the profession.
2) Perform all technical services under the general direction of a Licensed Professional Laboratory in the State of Texas and in substantial accordance with the basic requirements of the appropriate Standards of the American Society for Testing and Materials, where applicable, or other standards designated by County.
3) Employ testing machines which have been calibrated within a period not exceeding twelve (12) months from the time of use by devices of accuracy traceable to the National Institute for Standards and Technology (NIST) of the United States Department of Commerce, and, upon request, submit to the OWNER or its authorized representative documentation of such calibration.
4) Promptly submit formal construction materials testing reports for all tests, observations and services performed indicating where applicable, compliance with OWNER specifications or other documents. Such reports shall be completed and factual, citing the tests performed, methods employed, values obtained, parts of the structure and location at which tests were made.
5) The plans and specifications prepared under this Agreement shall become the property of the OWNER upon completion of the work and payment in full of all monies due to the Laboratory.
6) Retain all pertinent records relating to the services performed for a period of five (5) years following submission of all reports, during which period the records will be made available to the Owner within a reasonable time.

NOTE: Change in and/or additional services to Scope will require prior approval from Owner prior to undertaking.

EXHIBIT "C"
L&G ENGINEERING LABORATORY, L.L.C.
LABORATORY RATES FOR FY 2009-2010

Soils Testing

		FY 2009	FY 2010
Moisture Content Determination	ASTM D2216 - Tex-103-E	$9.55/Ea.	$9.85/Ea.
Determination of Liquid Limit of Soils	Tex-104-E	$47.90/Ea.	$49.35/Ea.
Determination of Plastic Limit of Soils	Tex-105-E	$47.90/Ea.	$49.35/Ea.
Atterberg Limits of Soils	ASTM D 4318 - Tex-106-E	$71.80/Ea.	$73.95/Ea.
Bar Linear Shrinkage of Soils	Tex-107-E	$59.90/Ea.	$61.70/Ea.
Material Finer #200 Sieve	ASTM D 1140 -Tex-111-E	$59.90/Ea.	$61.70/Ea.
Lime Series Testing	Tex-112-E	$483.95Ea.	$498.45/Ea.
Moisture-Density Relationship (TxDOT)	Tex-113-E / Tex-114-E	$191.60/Ea	$197.35/Ea.
Standard Proctor	ASTM D 698	$185.50/Ea.	$191.05/Ea.
Modified Proctor	ASTM D 1557	$191.55/Ea.	$197.30/Ea.
Field Density Test (Nuclear)	ASTM D 2950 - Tex-115-E	$21.55/Ea.	$22.20/Ea.
Determination of Soil pH	Tex-128-E	$77.85/Ea.	$80.20/Ea.
Soil-Lime Testing	Tex-121-E	$143.70/Ea.	$148.00/Ea.
Resistivity of Soils	Tex-129-E	$87.10/Ea.	$89.70/Ea.
Sieve Analysis (Dry)(4 Sieves)	ASTM C 136 - Tex-200-F	$53.85/Ea.	$55.45/Ea.
Sieve Analysis (Washed)(4 Sieve)	ASTM C 136 - Tex-200-F	$65.80/Ea.	$67.75/Ea.
Sieve Analysis (Additional Sieves)	ASTM C 136 - Tex-200-F	$12.00/Ea.	$12.35/Ea.
Texas Wet Ball Mill (Base Material Quality)	Tex-116-E	$209.55/Ea.	$215.85/Ea.

Coarse & Fine Aggregate Quality Testing

Decantation Test (Conc. Aggr.)	ASTM C117 - Tex-406-A	$41.90/Ea.	$43.15/Ea.
Specific Gravity/Absorp. (Conc. Aggr)	ASTM C127 - Tex-403-A	$65.80/Ea.	$67.75/Ea.
5 Cycle Magnesium Soundness	ASTM C88 - Tex-411-A	$508.80/Ea.	$524.05/Ea.
SSD Unit Weight of Aggregates	ASTM C29 - Tex-404-A	$59.90/Ea.	$61.70/Ea.
Percent Voids/Solids in Conc. Aggr.	Tex-405-A	*$*$11.95/Ea.	$12.30/Ea.
***(In Conjunction w/ SSD Unit Wt of Aggregates)**			
Sand Equivalent	ASTM D 2419 - Tex-203-F	$65.80/Ea.	$67.75/Ea.
Specific Gravity / Absorption (Fine Aggr.)	ASTM C 128 - Tex -403-A	$71.80/Ea.	$73.95/Ea.
Organic Impurities in Fine Aggregate	ASTM C 87 - Tex -408-A	$41.90/Ea.	$43.15/Ea.
Fineness Modulus of Fine Aggregate	Tex-402-A	$14.40/Ea.	$14.80/Ea.
Acid Insoluble of Fine Aggregate	Tex-612-J	$77.85/Ea.	$80.20/Ea.

Concrete/Masonry Field & Laboratory Testing

Slump Test	ASTM C 143 - Tex-415-A	**$no charge**	**$no charge**
Air Content (Pressure Method)	ASTM C 138 - Tex-416-A	$21.50/Ea.	$22.15/Ea.
Air Content (Volumetric)	ASTM C 173	$23.92/Ea.	$24.65/Ea.
Casting of Concrete Cylinders	ASTM C 31	**$no charge**	**$no charge**
Compressive Strength of Cyl. Specimen	ASTM C 39 - Tex-418-A	$14.40/Ea.	$14.85/Ea.
Cylindrical Specimen Prep./Hold/Cure	ASTM C 192	$10.80/Ea.	$11.15/Ea.
Casting of Grout Prisms	ASTM C 1019	**$no charge**	**$no charge**
Grout Prism Prep./Cure/Compressive Strength	ASTM C 39	$29.95/Ea.	$30.85/Ea.
Casting of Mortar Cubes	ASTM C 780	**$no charge**	**$no charge**
Mortar Cube Prep./Cure/Compressive Strength	ASTM C 109	$29.95/Ea.	$30.15/Ea.
Masonry Unit Prep. /Compressive Str. (Set of 3)	ASTM C 140	$209.50/Ea.	$215.75/Ea.
Masonry Unit SPG/Abs./Unit Wt. (Set of 3)	ASTM C 140	$209.50/Ea.	$215.75/Ea.
***(In Conjunction w/ Field Inspection)**			

Pavement Thickness / Asphalt Quality		**FY 2009**	**FY 2010**
Coring – ACP Thickness	ASTM D 3549	$59.90/Ea.	$61.70/Ea.
Pavement Thickness Determination (Full Depth)	ASTM	$79.70/Ea.	$82.10/Ea.
Density of Asphaltic Cores (4 or 6 inch)	Tex-207-F	$65.80/Pr.	$67.80/Ea.
Extraction/Sieve Analysis/Asphalt Content	Tex-210-F / Tex-200-F	$209.50/Ea.	$215.80Ea.
Asphalt Rolling Pattern (Nuclear Method)	Tex-207-F – Part IV	$35.95/Ea.	$37.00/Ea.
Eff. Of Water on Asphalt Mixtures (As Rec'd)	Tex-531-C	$77.85/Ea.	$80.20/Ea.

Geotechnical Field Services	**FY 2009**	**FY 2010**
Mobilization	$400.00/Day	$412.00/Day
Stand-By Time	$175.00/Hr.	$180.25/Day
Texas Cone Penetration Test (Tex-132)	$5.00/Ea.	$5.15/Ea.
Soil Boring / Solid Stem	$28.00/Lf	$28.85/Lf
Soil Boring / Hollow Stem	$28.00/Lf	$28.85/Lf
Soil Boring / Mud Rotary	$28.00/Lf	$28.85/Lf
Support Truck	$1.50/Mi.	$1.55/Mi.
Peizometer / Monitoring Well	By Quote	By Quote

Soil Classification Testing	**FY 2009**	**FY 2010**
Moisture Content Determination	$9.55/Ea.	$9.85/Ea.
Determination of Liquid Limit of Soils	$47.90/Ea.	$49.35/Ea.
Determination of Plastic Limit of Soils	$47.90/Ea.	$49.35/Ea.
Atterberg Limits of Soils	$71.80/Ea.	$73.95/Ea.
Bar Linear Shrinkage of Soils	$59.90/Ea.	$61.70/Ea.
Sieve Analysis		
Through #200 Sieve	$70.00/Ea.	$72.10/Ea.
Finer #200 Sieve	$50.00/Ea.	$51.50/Ea.
Unit Dry Weight	$26.00/Ea.	$26.78/Ea.
Specific Gravity	$70.00/Ea.	$72.10/Ea.

Strength / Volume Change Laboratory Testing	**FY 2009**	**FY 2010**
Unconfined Compression-Soil Shelby Tube Specimen	$45.00/Ea.	$46.35/Ea.
Unconfined Compression-RockCore Specimen	$48.00/Ea.	$49.45/Ea.
Swell Test-Pressure Method	$250.00/Ea.	$257.50/Ea.
Swell Test-Free Swell	$140.00/Ea.	$144.20/Ea.
Consolidation Test	$470.00/Ea.	$484.10/Ea.
HydraulicConductivity	$350.00/Ea.	$360.50/Ea.

Pavement Investigation	**FY 2009**	**FY 2010**
Core Existing Asphalt for Thickness, Perform Caliche Base Thickness, Sieve Analysis and Plasticity Index, Stabilized Subgrade Thickness and Plasticity Index	$448.90/Ea.	$462.35/Ea.

L&G Engineering Laboratory provides Technical and Engineering services at the rates listed below.

Personnel:		
Engineer (Principal)	$143.70/Hr.	$148.00/Hr.
Engineering Specialist	$107.70/Hr.	$110.95/Hr.
Technician (Soils)	$43.10/Hr.	$44.40/Hr.
Technician (Concrete)	$55.05/Hr.	$56.70/Hr.
Technician (Asphalt)	$55.05/Hr.	$56.70/Hr.

Engineering Review, Evaluation, Management & Administration	**FY 2009**	**FY 2010**
Test Report	$21.25/Ea.	$21.90/Ea.

The specific hourly rate within each classification listed above depends on the experience, training, and qualifications of the personnel. A two (2) hour minimum billing at the applicable rate will be assessed per visit to project site.

Services provided on Saturday, Sunday and all work in excess of "normal" work hours will be invoiced at an overtime rate 1.5 times the applicable rate for the work performed. The cost of services is based upon the assumption that services will be provided during "normal" working hours. Normal working hours are between 7:00 a.m. and 6:00 p.m., Monday through Friday.

Expenses:		
Mileage	.47/Mi	.48/Mi.

All other project specific, third-party costs will be charged at cost plus 10 percent.
Invoices will be submitted monthly for work in progress in our standard format. They are due and payable upon receipt and become pas due 30 days after the billing date. Past due invoices may be subject to late charges at the rate of 1 ½ percent per month (18 percent per annum). In the event that the State of Texas legislates a sales tax on Professional Services, the amount of the tax will be added to the appropriate service rate charged. Our invoices are due and payable upon receipt at 2100 W. Expressway 83, Mercedes, Texas 78570.

^^Fees adjusted approximately 3% annually.

EXHIBIT "D"

HIDALGO COUNTY

Agreement #C-00-000-00-00

Work Authorization Form

WORK AUTHORIZATION NO. _

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between HIDALGO COUNTY, action herein by and through the Commissioner's Court, hereinafter called the "Owner," and, _____ professional Laboratorys of_____ Texas, hereinafter called "Laboratory".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the Laboratory to provide_____.

The scope of services to be provided by the Owner is identified in *EXHIBIT "A" - Scope of Services to be Provided by the Owner* attached hereto.

The scope of services to be provided by the Laboratory is identified in *EXHIBIT "B" - Scope of Services to be Provided by the Laboratory* attached hereto.

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is _____.This amount is based upon the costs outlined in the Estimated Cost Proposal attached hereto as EXHIBIT "D".

PART 3. PAYMENT

Compensation and payment to the Laboratory for the services established under this Work Authorization shall be made in accordance with Article/Part/Section _____ of the Agreement.

PART 4. FUNDING

This Work Authorization No.__ shall be funded through funding source:

Account No. _-_ _ _ _-_ _ _-_ _-_ _ _-_ _ _-_-_ _ _

Requisition Number _____ (MUST BE INCLUDED AFTER CC APPROVAL)

PART 5. PERIOD OF SERVICE

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of scopes of the work authorization or (DATE).

PART 6. RESPONSIBILITIES AND OBLIGATIONS

This Authorization does not waive the parties' responsibilities and obligations provided under the Agreement.

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by Hidalgo County Precinct No._ Commissioner___ as to content and detail of this Work Authorization No.___.

HIDALGO COUNTY
COMMISSIONER PRECINCT No. __:
BY:_____

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____ as indicated below and effective as of _____ day of _____, 2009.

THE LABORATORY:
L&G Engineering Laboratory LLC

_____
By: _____
Print Name

THE OWNER:
HIDALGO COUNTY

_____
By: Juan D. Salinas III, County Judge

ATTEST:

_____
by: Arturo Guajardo Jr., County Clerk

EXHIBIT "E"

Supplemental Agreement Form

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SUPPLEMENTAL AGREEMENT NO. _____

TO AGREEMENT FOR PROFESSIONAL CONSTRUCTION MATERIAL TESTING SERVICES

THIS SUPPLEMENTAL AGREEMENT is made pursuant to the terms and conditions of paragraph 5 of the Agreement made by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**", and _____, Professional Laboratory of, _____, Texas, hereinafter called the "**Laboratory**".

WITNESSETH

WHEREAS, the **Owner** and the **Laboratory** executed the **Agreement** on the _____ day of _____ ____ 2009 concerning Laboratory for _____ (hereinafter referred to as the "**Project**"); and.

WHEREAS, Paragraph ___ of the **Agreement**, (paragraph title), establishes _____; and,

WHEREAS, it has become necessary to amend the Agreement to _____

_____

A. AGREEMENT

NOW THEREFORE, premises considered, the **Owner** and the **Laboratory** agree that said **Agreement** is amended as follows:

I. Paragraph ___ of the **Agreement**, (paragraph title), is revised to

_____

_____

_____

_____

_____

_____

_____

All other provisions are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the Laboratory and the Owner have caused this Supplemental Agreement to the Agreement for Professional Services to be executed as of the _____ day of _____, 20__.

THE LABORATORY:

BY:_____

Address for Giving Notices:

_____

_____

THE OWNER:
HIDALGO COUNTY

BY:_____
Juan D. Salinas III, County Judge

LIST OF ATTACHMENTS

(as required)

EXHIBIT "F"

Certificate of Insurance

Client#: 11734 LGLABOR

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 07/20/09

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.	
Willis of Texas, Inc. (956)682-9423 FAX(956)687-1286 1400 N McColl Rd Suite 105 McAllen, TX 78501	INSURERS AFFORDING COVERAGE	NAIC #
INSURED L & G Engineering Laboratory LLC, 2100 W Expressway 83 Mercedes, TX 78570	INSURER A: Steadfast Insurance Co.	26387
	INSURER B: Texas Mutual Insurance Company	22945
	INSURER C: Peerless Insurance Company	24198
	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	GPL967060501	07/19/09	07/19/10	EACH OCCURRENCE	$2,000,000
		X COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000
		CLAIMS MADE X OCCUR				MED EXP (Any one person)	$5,000
		X BI/PD Ded:10000				PERSONAL & ADV INJURY	$2,000,000
						GENERAL AGGREGATE	$2,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	$2,000,000
		POLICY PRO-JECT LOC					
C		AUTOMOBILE LIABILITY	AU4001151573	07/19/09	07/19/10	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
		X ANY AUTO					
		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	$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	$
		OCCUR CLAIMS MADE				AGGREGATE	$
							$
		DEDUCTIBLE					$
		RETENTION $					$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	TSF0001038059	07/23/09	07/23/10	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 Professional Liability	GPL967060501	07/19/09	07/19/10	$2,000,000 ea. Incident $2,000,000 agg.	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

** Workers Comp Information **

Blanket Waiver of Subrogation

** Supplemental Name **

(See Attached Descriptions)

CERTIFICATE HOLDER	CANCELLATION
Hidalgo County Precinct #1 1902 Joe Stevens Dr. Weslaco, TX 78596	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 Brian E Lewis

© ACORD CORPORATION 19

AI-21825 **10.B.**

Requesting approval of invoice no. 42555115XV from Dannenbaum Environmental for Pct 3

CC CONSENT

Date:	06/29/2010
Submitted By:	Rocio Villarreal, PURCHASING DEPT.
Submitted For:	Rocio Villarreal
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department

Information

CAPTION

Acceptance and approval of Request for Payment of Invoice No. 425551/15/XV in the amount of $26,666.89, from Dannenbaum Environmental Corp., contracted engineer for the Precinct No. 3's proposed Countywide Landfill Project-C-06-215-05-23.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1334-432-00-123-022-0-334

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

BUDGETARY IMPACT:

Available funds in P.O. #630814 as of 6/25/10 is $26,666.89.

Attachments

Link: Invoice

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	06/23/2010 08:19 PM	APRV
2	Budget & Management	Erika Zamora	06/24/2010 08:04 AM	APRV
3	Perla Lopez	Perla Lopez	06/25/2010 01:38 PM	APRV
4	Auditor's Office		06/25/2010 05:01 PM	NEW

Form Started By: Rocio Villarreal Started On: 06/23/2010 04:20 PM

Final Approval Date: 06/25/2010

SIGN: _____
REQ# 164551
PO# 630814

HIDALGO COUNTY
MONTHLY PROGRESS PAYMENT INVOICE
FOR CONSULTING ENGINEER'S SERVICES

CONTINUATION OF THE COUNTYWIDE LANDFILL PROJECT - WORK AUTHORIZATION NO. 1 (PH 2F)
PHASE 2F: ASSISTANCE TO THE LEGAL TEAM TO OBTAIN APPROVAL OF EYHORN SUBDIVISIONS NO. 1 AND NO. 2
FROM THE TEXAS RAILROAD COMMISSION
CONTRACT NO. C-06-215-05-23

DANNENBAUM ENVIRONMENTAL CORPORATION
DATE: JUNE 21, 2010
DEC PROJ. NO.: 425551
PURCHASE ORDERS # 570305 & # 576042

INVOICE NO: 425551/15/XV
INVOICE PERIOD THRU MAY 31, 2010

DEC TASK	DESCRIPTION OF WORK TASK	TYPE OF SERVICE	COST PER TASK	PERCENT COMPLETE TO DATE	AMOUNT EARNED TO DATE	PREVIOUSLY BILLED	CURRENT BILLING
	WORK AUTHORIZATION NO. 1						
100	Preparation of Response to Interrogatives	SPECIAL	$8,648.84	100.00%	$8,648.84	$8,648.84	$0.00
200	Research and Copies - Motion for Discovery	SPECIAL	$6,295.36	100.00%	$6,295.36	$6,295.36	$0.00
300	Testimonials at Hearings	SPECIAL	$9,440.00	100.00%	$9,440.00	$9,440.00	$0.00
400	Staff Depositions	SPECIAL	$4,550.00	100.00%	$4,550.00	$4,550.00	$0.00
500	Other Direct Costs	SPECIAL	$4,477.50	100.00%	$4,477.50	$4,477.50	$0.00
600	Supplemental Agreement No. 1 - Additional Services pertaining to Legal Assistance - Railroad Commission Hearing, Austin, TX	SPECIAL	$16,473.26	100.00%	$16,473.26	$16,473.26	$0.00
	Hollis Rutledge & Associates, Inc. - Supp. Agmt No. 1	SPECIAL	$5,000.00	100.00%	$5,000.00	$5,000.00	$0.00
700	Supplemental Agreement No. 2 - Additional Services pertaining to Legal Assistance - Obtain approval from the Railroad Comm.	SPECIAL	$10,000.00	100.00%	$10,000.00	$10,000.00	$0.00
800	Supplemental Agreement No. 3 - Additional Services pertaining to Legal Assistance - Obtain FINAL APPROVAL from the Railroad Comm.	SPECIAL	$10,000.00	100.00%	$10,000.00	$10,000.00	$0.00
900	Supplemental Agreement No. 4 - Additional Services pertaining to the development of roadway & utilities to meet Texas Railroad Comm. approvals (see next page)	SPECIAL	$42,799.00	100.00%	$42,799.00	$16,132.11	$26,666.89
	SUBTOTALS		$117,683.96	100.00%	$117,683.96	$91,017.07	$26,666.89
	TOTAL FEE						**$26,666.89**

INVOICE RECEIVED BY
DSO ON 6/23/10
GOODS/SERVICES RECEIVED BY
_____ ON 5/31/10
0-1334-432-00-123-022-0-334

HIDALGO COUNTY
MONTHLY PROGRESS PAYMENT INVOICE
FOR CONSULTING ENGINEER'S SERVICES

CONTINUATION OF THE COUNTYWIDE LANDFILL PROJECT - WORK AUTHORIZATION NO. 1 (PH 2F)
PHASE 2F: ASSISTANCE TO THE LEGAL TEAM TO OBTAIN APPROVAL OF EYHORN SUBDIVISIONS NO. 1 AND NO. 2
FROM THE TEXAS RAILROAD COMMISSION
CONTRACT NO. C-06-215-05-23

DANNENBAUM ENVIRONMENTAL CORPORATION
DATE: JUNE 21, 2010
DEC PROJ. NO.: 425551
PURCHASE ORDERS # 570305 & # 576042

INVOICE NO: 425551/15/XV
INVOICE PERIOD THRU MAY 31, 2010

DEC TASK	DESCRIPTION OF WORK TASK	TYPE OF SERVICE	COST PER TASK	PERCENT COMPLETE TO DATE	AMOUNT EARNED TO DATE	PREVIOUSLY BILLED	CURRENT BILLING
	SUPPLEMENTAL AGREEMENT NO 4 ONLY - DEVELOPMENT OF ROADWAY & UTILITIES TO MEET TEXAS RAILROAD COMM. APPROVALS						
900	**Project Start up and Coordination**						
	Meeting with Client to discuss project responsibilities	SPECIAL	$317.19	100.00%	$317.19	$317.19	$0.00
	Coordination meetings with Hidalgo County ROW	SPECIAL	$317.19	100.00%	$317.19	$317.19	$0.00
	Coordination meetings with Hidalgo County Drainage District	SPECIAL	$317.19	100.00%	$317.19	$317.19	$0.00
	Coordination meetings with Precinct 4	SPECIAL	$456.11	100.00%	$456.11	$456.11	$0.00
	Development and Roadway and Utilities to Meet Texas Railroad Commission Approval(s)						
	Cover Sheet / Index / General Notes	SPECIAL	$1,011.79	100.00%	$1,011.79	$101.18	$910.61
	Existing / Proposed Typical Sections	SPECIAL	$585.77	100.00%	$585.77	$58.58	$527.19
	Plan and Profile Sheets (18.056 LF)	SPECIAL	$12,363.78	100.00%	$12,363.78	$1,236.38	$11,127.40
	Cross Section Sheets	SPECIAL	$7,418.28	100.00%	$7,418.28	$741.83	$6,676.45
	SW3P Plans	SPECIAL	$4,227.76	100.00%	$4,227.76	$422.78	$3,804.98
	Detail Sheet	SPECIAL	$585.77	100.00%	$585.77	$58.58	$527.19
	Specifications	SPECIAL	$826.55	100.00%	$826.55	$82.66	$743.89
	QA/QC	SPECIAL	$1,986.46	100.00%	$1,986.46	$198.65	$1,787.81
	Amending of the Plat						
	Coordination meeting with Hidalgo County Engineer - General Plat Notes and Restrictions	SPECIAL	$213.01	100.00%	$213.01	$213.01	$0.00
	Modify Drawings - Plat Drawing / Plat notes and Restrictions / Topography Map and Drainage Map - as per RR Comm. Approval	SPECIAL	$1,875.42	100.00%	$1,875.42	$1,875.42	$0.00
	Modify Metes and Bounds Description to reflect current owner - Hidalgo County, Texas	SPECIAL	$916.87	100.00%	$916.87	$916.87	$0.00
	Revise Drainage Report to reflect Amended Plat	SPECIAL	$291.72	100.00%	$291.72	$291.72	$0.00
	Submit Preliminary Plat for Review	SPECIAL	$108.82	100.00%	$108.82	$108.82	$0.00
	Attend meetings - P&Z / Commissioner Court / Subdivision Advisory Board for final Approval	SPECIAL	$1,847.58	100.00%	$1,847.58	$1,847.58	$0.00
	Special Services - Surveying	SPECIAL	$6,383.24	100.00%	$6,383.24	$6,383.24	$0.00
	Direct Expenses	SPECIAL	$748.50	100.00%	$748.50	$187.13	$561.37
	SUBTOTALS		$42,799.00	100.00%	$42,799.00	$16,132.11	$26,666.89
	TOTAL FEE - SA #4						**$26,666.89**

AI-21810 **10.C.**

BCAP Application for Payment No.2 - Chapa North and Chapa South Subdivision Precinct No.1

CC CONSENT

Date:	06/29/2010
Submitted By:	Marcie Jackson, COLONIA ACCESS PROGRAM
Submitted For:	Agapito Vargas
Department:	COLONIA ACCESS PROGRAM
Agenda Category:	Purchasing Department

Information

CAPTION

Presentation for discussion, consideration, acceptance and approval of Application for Payment No. 2 in the amount of $72,155.97 from Asago LLC, dba Asago Construction contracted vendor for Chapa North and Chapa South Subdivisions as submitted by TEDSI Infrastructure Group, Inc. (C-CAP-09-416-11-24)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1312-431-00-121-148-0-731/733

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

BUDGETARY IMPACT:

Chapa North S/D

P.O. #636796 for Asago Construction

Obj. 731-Amount available as of 6-25-10 $32,351.20
Obj. 733-Amount available as of 6-25-10 $11,955.00

FISCAL YEAR: 2010 ACCT. #: 0-1312-431-00-121-149-0-731/733

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

BUDGETARY IMPACT:

Chapa South S/D

P.O. #636796 for Asago Construction

Obj. 731-Amount available as of 6-25-10 $31,242.70
Obj. 733-Amount available as of 6-25-10 $6,090.00

Attachments

Link: Application for Payment No. 2 Chapa North and Chapa South Subdivision

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	06/23/2010 08:16 PM	APRV
2	Budget & Management	Erika Zamora	06/24/2010 08:02 AM	APRV
3	Ivan Cantu	Ivan Cantu	06/25/2010 08:39 AM	APRV
4	Auditor's Office		06/25/2010 05:01 PM	NEW

Form Started By: Marcie Jackson Started On: 06/23/2010 08:55 AM

Final Approval Date: 06/25/2010

APPLICATION FOR PAYMENT NO. 2

AI-21810 6/29/10C

To: HIDALGO COUNTY (OWNER)
From: ASAGO LLC, dba ASAGO CONSTRUCTION (CONTRACTOR)
Contract: C-CAP-09-416-11-24
Project: ROAD AND DRAINAGE CONSTRUCTION FOR CHAPA NORTH AND SOUTH SUBDIVISIONS
Owner's Contract No. C-CAP-09-416-11-24 Engineer's Project No. _____
For Work accomplished through the date of: April 21, 2010

1. Original Contract Price:		$171,989.05
2. Net change by Change Order and Written Agreements(+or-):		$0.00
3. Current Contract Price (1 plus 2):		$171,989.05
4. Total completed and stored to date:		$169,981.05
5. Retainage (per Agreement):		
10% of completed Work:	$16,998.11	
of stored material		
Total Retainage:		$16,998.11
6. Total completed and stored to date less retainage		$152,982.95
7. Less previous Application for Payments:		$80,826.98
8. AMOUNT DUE THIS APPLICATION (6 MINUS 7)		$72,155.97

REQ# 171685 P.O.# 636796
0-1312-431-00-121-148-0-731→$31,482.40
<-3,148.24>=$28,334.16

REQ# 171685 P.O.# 636796
0-1312-431-00-121-148-0-733→$11,955.00
<-1,195.50>=$10,759.50

REQ# 171685 P.O.# 636796
0-1312-431-00-121-149-0-731→$30,645.90
<-3,064.59>=$27,581.31

REQ# 171685 P.O.# 636796
0-1312-431-00-121-149-0-733→$6,090.00
<-609.00>=$5,481.00

Accompanying Documentation:

- APPLICATION FOR PAYMENT
- ESTIMATE AND QUANTITY
- SCHEDULE OF VALUES
- LIST OF SUPPLIERS AND SUB CON.
- PARTIAL WAIVER OF LIENS
- PAYROLL
- CONTRACT TIME STATEMENT
- TESTING REQUIREMENTS
- TESTING REPORTS

CONTRACTOR'S Certification:

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

Date: 6/2/2010

ASAGO LLC, dba ASAGO CONSTRUCTION
CONTRACTOR

By: _____
Raul Iglesias

State of Texas
County of Hidalgo
Subscribed and sworn to before me this 2nd day
day of June, 2010

_____
Notary Public
My Commission expires: June 8, 2012

NOTARY PUBLIC STATE OF TEXAS
ROSALINDA GARCIA
My Commission Expires
June 8, 2012

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Date: 06/02/2010

INVOICE RECEIVED BY: _____ ON 6/22/10
GOODS/SERVICES RECEIVED BY: _____ ON 6/22/10

TEDSI Infrastructure Group Inc
ENGINEER

By: _____
Jose A .Sanchez, P.E.

Estimate Quantity Update Worksheet

Date: June 2, 2010

Colonia: Chapa North Subdivision /Chapa South Subdivision
Roadway: North Rd / South Rd
Control: 3C1080148 / 3C1080149
Project No: C-CAP-09-416-11-24
County: Hidalgo
Est. No: 2

Contractor: Asago LLC, dba Asago Construction
Contract Price: $171,989.05
Work Done this Mo.: $80,173.30
Work Done to Date: $169,981.05
% Complete: 98.8%

Work Type: Paving & Drainage
Limits: 1299' / 1304'
From: Mile 12.5N Rd
To: 1299' N of Mile 12.5N Rd / 1304' S of Mile 12.5N Rd

Date Began: February 8, 2010
Contract Time (calendar days): 150
Time Charged: 60
% Time Used: 40.0%

ITEM NO	DESCRIPTION	UNIT	PROJECT QTY	Unit Price	Project Amount	03-13-2010 THRU 04-21-2010 MONTHLY QUANTITY	QTY to Date	Item Cost (Monthly)
	(901)ADMINISTRATIVE							
	(902) PRELIMINARY ENGINEERING							
	(903) CONSTRUCTION ENGINEERING							
	(904) RIGHT-OF-WAY							
	CHAPA NORTH SUBDIVISION (905) ROADWAY							
0100	PREPARING ROW	STA	12.99	$300.00	$3,897.00	0	12.99	$0.00
0164	CELL FBR MLCH SEED (PERM)(URBAN)(CLAY)	SY	5692	$0.70	$3,984.40	5692	5692	$3,984.40
0168	VEGETATIVE WATERING	MG	285	$4.00	$1,140.00	0	0	$0.00
0247	FL BS (CMP IN PLC)(TY E GR 4)(FNAL POS)	SY	3486	$4.25	$14,815.50	0	3486	$0.00
0251	REWORK BS MTL (TY D)(4")(DENS CONT)	SY	3486	$2.00	$6,972.00	0	3486	$0.00
0310	PRIME COAT (MC-30)	GAL	581	$7.00	$4,067.00	581	581	$4,067.00
0340	D-GR HMA(METH) TY-D SAC-B PG76-22	SY	2904	$6.50	$18,876.00	2904	2904	$18,876.00
0500	MOBILIZATION	LS	1	$1,000.00	$1,000.00	0	1	$0.00
0502	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	2	$1,000.00	$2,000.00	1	2	$1,000.00
0666	REFL PAV MRK TY I (W) 4" (SLD)(100MIL)	LF	2560	$1.00	$2,560.00	2560	2560	$2,560.00
0666	REFL PAV MRK TY I (W) 24"(SLD)(100MIL)	LF	15	$5.00	$75.00	15	15	$75.00
0666	REFL PAV MRK TY I (Y) 4" (BRK)(100MIL)	LF	300	$2.00	$600.00	300	300	$600.00
0666	REFL PAV MRK TY I (Y) 4" (SLD)(100MIL)	LF	160	$2.00	$320.00	160	160	$320.00
2500	EN-1 ROADBOND (0.0075 GAL/SY)	GAL	27	$120.00	$3,240.00	0	27	$0.00
2500	EN-1 TRT (MIX EXST MATL& NEW BASE)(DC)(8")	SY	3486	$1.00	$3,486.00	0	3486	$0.00
							SUBTOTAL	**$31,482.40**
	CHAPA NORTH SUBDIVISION (906) DRAINAGE							
0464	RC PIPE (CL III)(18 IN)	LF	48	$25.00	$1,200.00	0	48	$0.00
0506	TEMPORARY SEDIMENT CONTROL FENCE	LF	60	$6.00	$360.00	0	60	$0.00
0506	TEMPORARY SEDIMENT CONTROL FENCE (REMOVE)	LF	60	$3.00	$180.00	60	60	$180.00
0530	DRIVEWAY (CONC)	SY	120	$25.00	$3,000.00	120	120	$3,000.00
0530	DRIVEWAY (ACP)	SY	585	$15.00	$8,775.00	585	585	$8,775.00
0556	15" ADS CORRUGATED PIPE	LF	410	$17.00	$6,970.00	0	410	$0.00
0760	CLEANING AND RESHAPING DITCHES	LF	2558	$1.00	$2,558.00	0	2558	$0.00
							SUBTOTAL	**$11,955.00**
	CHAPA SOUTH SUBDIVISION (905) ROADWAY							
0100	PREPARING ROW	STA	13.04	$300.00	$3,912.00	0	13.04	$0.00
0164	CELL FBR MLCH SEED(PERM)(URBAN)(CLAY)	SY	4332	$0.70	$3,032.40	4332	4332	$3,032.40
0168	VEGETATIVE WATERING	MG	217	$4.00	$868.00	0	0	$0.00
0247	FL BS (CMP IN PLC)(TY E GR 4)(FNAL POS)	SY	3501	$4.25	$14,879.25	0	3501	$0.00
0251	REWORK BS MTL (TY D)(4")(DENS CONT)	SY	3501	$2.00	$7,002.00	0	3501	$0.00
0310	PRIME COAT (MC-30)	GAL	584	$7.00	$4,088.00	584	584	$4,088.00
0340	D-GR HMA(METH) TY-D SAC-B PG76-22	SY	2917	$6.50	$18,960.50	2917	2917	$18,960.50
0500	MOBILIZATION	LS	1	$1,000.00	$1,000.00	0	1	$0.00
0502	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	2	$1,000.00	$2,000.00	1	2	$1,000.00
0666	REFL PAV MRK TY I (W) 4" (SLD)(100MIL)	LF	2570	$1.00	$2,570.00	2570	2570	$2,570.00
0666	REFL PAV MRK TY I (W) 24"(SLD)(100MIL)	LF	15	$5.00	$75.00	15	15	$75.00
0666	REFL PAV MRK TY I (Y) 4" (BRK)(100MIL)	LF	300	$2.00	$600.00	300	300	$600.00
0666	REFL PAV MRK TY I (Y) 4" (SLD)(100MIL)	LF	160	$2.00	$320.00	160	160	$320.00
2500	EN-1 ROADBOND (0.0075 GAL/SY)	GAL	27	$120.00	$3,240.00	0	27	$0.00
2500	EN-1 TRT (MIX EXST MATL& NEW BASE)(DC)(8")	SY	3501	$1.00	$3,501.00	0	3501	$0.00
							SUBTOTAL	**$30,645.90**
	CHAPA SOUTH SUBDIVISION (906) DRAINAGE							
0464	RC PIPE (CL III)(18 IN)	LF	40	$25.00	$1,000.00	0	40	$0.00
0506	TEMPORARY SEDIMENT CONTROL FENCE	LF	80	$6.00	$480.00	0	80	$0.00
0506	TEMPORARY SEDIMENT CONTROL FENCE (REMOVE)	LF	80	$3.00	$240.00	80	80	$240.00
0530	DRIVEWAY (ACP)	SY	390	$15.00	$5,850.00	390	390	$5,850.00
0556	15" ADS CORRUGATED PIPE	LF	335	$17.00	$5,695.00	0	335	$0.00
0760	CLEANING AND RESHAPING DITCHES	LF	2600	$1.00	$2,600.00	0	2600	$0.00
							SUBTOTAL	**$6,090.00**

Monthly Totals:	**$80,173.30**
Adminstrative (901)	
Preliminary Engineering (902)	
Construction Engineering (903)	
Right of Way (904)	
Roadway (905)	**$62,128.30**
Drainage (906)	**$18,045.00**

Total to Date

Roadway (905)	**$62,128.30**
Drainage (906)	**$18,045.00**
Total	**$80,173.30**

Prepared and Checked By:

Signature: _____

Printed Name: Jose A. Sanchez
TEDSI Infrastructure Group

Date: June 2, 2010

Asago LLC, dba Asago Construction Contractor Name
February 8, 2010 Starting Date
July 7, 2010 Project Ending Date
10% Retainage Percent

Application No: **2**
Application Date: **June 2, 2010**
Period To: **April 21, 2010**
Engineer Firm: **TEDSI Infrastructure Group Inc**

Summary

CSJ#	Project Name	Original Schedule Value	Revised Schedule Value	Payment Application No 1	Payment Application No 2	Total To Date	Balance To Finish	Retainage	Net	Payment To Date	Payment Due
3C1080148	Chapa North	$90,075.90	$0.00	$45,498.50	$43,437.40	$88,935.90	$1,140.00	$8,893.59	$80,042.31	$88,935.90	$39,093.66
3C1080149	Chapa South	$81,913.15	$0.00	$44,309.25	$36,735.90	$81,045.15	$868.00	$8,104.52	$72,940.64	$81,045.15	$33,062.31
TOTALS		$171,989.05	$0.00	$89,807.75	$80,173.30	$169,981.05	$2,008.00	$16,998.11	$152,982.95	$169,981.05	$72,155.97

AI-21800 **10.D.**

Authority to Advertise "Cabling Installation Services (Time and Materials)
CC CONSENT

Date:	06/29/2010
Submitted By:	Yolanda Velasquez, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department

Information

CAPTION

Requesting Authority to advertise and approval of procurement packet (i.e. specifications/requirements, legal notice, draft Service Contract, etc.,) as attached hereto for: Hidalgo County - "Cabling Installation Services (Time and Materials) "RFP No. 2010-134.

BACKGROUND

Proposed Calendar of Events: 1st Advertisement:July 10, 2010 2nd Advertisement: July 17, 2010 Bid Opening Date: July 28, 2010

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1100-415-00-200-002-0-431

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

BUDGETARY IMPACT:

$19,555.55 available funds as of 06/24/2010. rc

Attachments

Link: IT APPROVAL

Link: Legal Notice-Specs/Requirements-Draft Contarct

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	06/22/2010 02:20 PM	APRV
2	Budget & Management	Erika Zamora	06/22/2010 03:54 PM	APRV
3	Erika Zamora	Erika Zamora	06/24/2010 04:22 PM	APRV
4	Rosalinda Cantu	Rosie Cantu	06/24/2010 04:53 PM	APRV
5	Auditor's Office		06/25/2010 05:01 PM	NEW

Form Started By: Yolanda Velasquez Started On: 06/22/2010 01:49 PM

Final Approval Date: 06/25/2010

From: Stan Ramos [stan.ramos@co.hidalgo.tx.us]
Sent: Thursday, June 10, 2010 3:33 PM
To: yolanda.velasquez@co.hidalgo.tx.us
Subject: FW: Cabling Contract

Mrs. Velasquez as per our conversation here is the information you requested concerning the cabling contract.

From: Renán Ramirez [mailto:renan@co.hidalgo.tx.us]
Sent: Thursday, June 10, 2010 1:59 PM
To: Stan Ramos
Subject: Cabling Contract

Stan,

Please ask purchasing to consider the additions to the CABLING CONTRACT specifications. As technology has progressed these additions are a fair reflection of current standards for Cabling services.

Thanks!

==========

Renán Ramirez
Chief Information Officer
Information Technology Department
Hidalgo County, Texas
M: 956.457.0792 / W: 956.289.7444
E: renan@co.hidalgo.tx.us
"I arise in the morning torn between a desire to improve the world and a desire to enjoy the world. This makes it hard to plan the day. " - E. B. White

P Please refrain from printing this email unless completely necessary. Go Green!

RFP NO: 2010-134-00-00	Buyer: YOLANDA Z VELASQUEZ	Tel. No: (956) 318-2626

REQUEST FOR PROPOSALS

HIDALGO COUNTY

"CABLING-INSTALLATION-TIME-MATERIALS-OTHER SERVICES"

PROPOSAL ACCEPTANCE DATE
MONTH 00, 2010

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
Physical Address: 2802 S. Business Hwy. 281
Mailing/US Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539
(956) 318-2626

Form HCPD-04

1. **Sealed Proposals** will be received for **"Hidalgo County –CABLING-INSTALLATION-TIME-MATERIALS-OTHER SERVICES",** in accordance with the requirements attached hereto as Exhibit "A." Proposals should address all requirements set forth. Proposals may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the requirements. Hidalgo County reserves the right to reject the deviation and its effect on the overall proposal.

2. **ONE (1) ORIGINAL AND SEVEN (7) COPIES** of all RFP's are required, with the vendor's name and address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package, "**RFP No: 2010-134-00-00-YZV-Hidalgo County-"CABLING-INSTALLATION-TIME-MATERIALS-OTHER SERVICES"** and at County's Purchasing Department with a physical address: 2802 S. Business 281 and a mailing address: 2812 S. Business Hwy 281, New Administration Building, Edinburg, Texas on **or before 9:30 a.m. Wednesday, MONTH 00, 2010.**

   NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFP/Q 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 WITH THE FOLLOWING REFERENCE: RFP NO: 2010-134-00-00-YZV-HIDALGO COUNTY "CABLING-INSTALLATION-TIME-MATERIALS-OTHER SERVICES"

   WRITTEN QUESTIONS WILL BE ACCEPTED via facsimile to (956) 292-7612 or via email to yolanda.velasquez@co.hidalgo.tx.us. by NO LATER THAN Wednesday, **Month 00, 2010, at 5:00 p.m.** Responses will be sent to all applicants by **Friday, Month 00, 2010 at 5:00 p.m. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

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

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

4. Failure of the delivered item(s) to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible proposer, or to reject all proposals and re-advertise.

5. For work to be performed and/or services to be provided or rendered at a County owned or operated location, each submitter shall, in its sole discretion, visit the job site before preparing the proposal

and thoroughly familiarize himself/herself with existing conditions. Proposer should take field dimensions and note all circumstances which affect the proposal.

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, proposers are required to include illustrations, specifications, explanation of warranties, and service data with their proposal including catalogue numbers and any necessary references.

7. No proposal may be withdrawn within sixty (60) days from the scheduled time to accept proposals.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after priced proposal opening.

9. Any interpretations, amendments, corrections or changes to this proposal document must be in a written addendum and signed by Hidalgo County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Proposals. Proposers shall acknowledge receipt of all addenda as a part of their proposal.

10. County reserves the right to accept or reject any or all RFP's.

11. Costs are to be net F.O.B. destination 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's 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 proposal 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 card to the Hidalgo County Auditor in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.

15. <u>DELIVERY INSTRUCTIONS:</u>

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, CPPB, Purchasing Agent, before delivery will be accepted.
- If you need additional information call the office listed below:

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

16. **<u>BILLING AND PAYMENT INSTRUCTIONS</u>**:

- Invoices must include:

a) Name and address of successful submitter
b) Name and address of receiving department or official
c) Purchase Order Number (if any)
d) Notation - **"HIDALGO COUNTY-"CABLING-INSTALLATION-TIME-MATERIALS-OTHER SERVICES"**
e) Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

- Discount payments will be considered when offered.
- Contact person for Billing and Payment questions:

Ray Eufracio, CPA, Hidalgo County Auditor
2802 S. Business Hwy 281
Edinburg,TX78539
(956) 318-2511

17. SCHEDULE OF EVENTS

Proposal Acceptance Date:	**. MONTH 12, 2010**
Award of Contract	2010
Commence Work or Deliver Products	2010

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 and services exceeding $100,000, all submitters shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas.~~

  All participants are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR76.

- ~~Together with the signing of a contract or issuance of a purchase order following the acceptance of a proposal, and prior to commencement of the actual work, the proposer 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 materialmen 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 contract 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 Proposer 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 complete 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 PROPOSER.**

21. If, during the life of any contract or proposal awarded, the successful proposer'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. Proposals, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

23. Minimum Standards For Responsible Prospective Proposers: A prospective proposer must affirmatively demonstrate proposer's responsibility. A prospective proposer, by submitting a proposal, represents to County that it meets the following requirements:
    - Possess or is able to obtain adequate financial resources as required to perform under the proposal;
    - 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 proposer 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 proposer'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 proposer 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 proposer; County reserves the right to terminate any contract immediately in the event a successful proposer fails to:

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

27. Successful proposer 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 proposer, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Successful proposer indemnifies and will indemnify and save harmless County from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful proposer 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 proposer'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 proposer.

28. Successful proposer shall warrant that all items/services shall conform to 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 Proposal shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful proposer 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 proposer 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.

31. Proposers shall provide with the proposal 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.

32. Proposers must provide **all** documentation requested with this Proposal in their response. Failure to provide this information may result in rejection of the proposal as non-conforming.

Proposal for
HIDALGO COUNTY
"CABLING-INSTALLATION-TIME-MATERIALS-OTHER SERVICES"

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

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

Proposer acknowledges receipt of all of the pages of the documents referenced in the Request for Proposal Checklist presented in connection with this procurement. Proposer understands that Hidalgo County reserves the right to reject any or all proposals and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal.

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

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT A

REQUIREMENTS/SCOPE OF SERVICES

REQUEST FOR PROPOSAL

"CABLING-INSTALLATION-TIME-MATERIALS-OTHER SERVICES"

RFP NO: 2010-134-00-00-YZV

EXHIBIT "A"
REQUEST FOR PROPOSAL
HIDALGO COUNTY- "CABLING-INSTALLATION-TIME-MATERIALS-OTHER SERVICES"
RFP NO: 2010-134-00-00-YZV

Overview:

Hidalgo County (hereinafter referred to as "COUNTY") is soliciting proposals in order to enter with a direct vendor contract from a qualified, licensed "Electrical and Tele-data Communications Contractor" for "Cabling-Installation-Time-Materials-Other Services" on an "As Needed Basis". The initial tem of this contract shall commence upon award for twelve (12) months with Hidalgo County's Commissioners Court sole discretion to extend for one (1) additional year, subject to approval by the Commissioner's Court under the same firm fixed prices, terms and conditions. The scope of the work/services will encompass all aspects of Hidalgo County and requires extensive knowledge and experience across all lines of coverage. The information provided in the Request for Proposals (hereinafter referred to as "RFP") is only to be used for the purpose of preparing a proposal for "Cabling-Installation-Time-Materials-Other Services". Request For Proposals will be accepted until **9:30 A.M., Wednesday, MONTH 00, 2010**. **ANY RFP RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.**

Deliver Submittal to:
RFP Number: 2010-134-00-00-YZV

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

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

The following outlines the Request For Proposals:

SECTION I -GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION: Hidalgo County is requesting that request for proposals be routed to Martha L. Salazar, CPPB, Purchasing Agent, at: 2802 South Business Hwy 281, New Administration Building, Edinburg, Texas 78539. All inquires must be directed to Hidalgo County Purchasing Agent, Martha L. Salazar. All responses will be distributed through Hidalgo County Purchasing Department. **WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACIMILE (956) 318-2629 or emailed: yolanda.velasquez@co.hidalgo.tx.us NO LATER THAN** Wednesday, Month 00, 2010, at 5:00 p.m. Responses will be sent to all applicants via facsimile or emailed by Friday, Month 00, 2010 **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

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 contract 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 Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encourage 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 complete CIQ forms to the Hidalgo County Clerk's Office locate at 100 No. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

PROPOSER'S AFFIDAVIT:
Prior Contract award, respondents to this RFP must submit a signed Proposer's Affidavit (attached herein in **Exhibit E**) certainly that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit or that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

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

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

ELECTRONIC TRANSMISSION OF BIDS:
Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

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

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

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:
It is the responsibility of the submitter to review the Request for Proposal (RFP) packet and to notify the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the requirements or proposers procedures must be received in the Purchasing Department not less than seventy-two hours prior to the time set for the opening. These criteria also apply to requirements that are ambiguous.

HAND DELIVERED PROPOSALS:
Hidalgo County requires submitters, when hand delivering proposals, to make sure that it is stamped with date and time by the County Purchasing Staff.

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

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

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

TERM OF CONTRACT:
The initial term of this contract shall commence upon award for twelve (12) months with Hidalgo County Commissioner's Court sole discretion to extend for one (1) additional year, subject to approval by the Commissioner's Court under the same firm fixed prices, terms and conditions.

Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for next contract term, under the same rates, terms and conditions.

DAVIS BACON ACT:
All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing specifications.(if applicable)

SECTION II - RFP REQUIREMENTS

REQUEST FOR PROPOSALS:
The required contents and limitations for the preparation of the RFP are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFP.

NUMBER OF COPIES TO BE SUBMITTED
A total of **one (1) original and seven (7) copies** of the RFP shall be submitted to the address on the cover letter.

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

UNDERSTANDING OF THE PROJECT:
This section should demonstrate the proposers understanding of the project needs, the services required, and any local issues or concerns. Briefly explain how long you have been organized and your business objectives. Explain how long you have been in business. This description should be concise, candid, and limited to 3 pages in length.

PROPOSER'S QUALIFICATIONS:
Hidalgo County is soliciting to contract with an "Electrical and Tele-data Communications Contractor" that is qualified and licensed. The "Electrical and Tele-data Communications Contractor" who will directly perform the required services are required to have any and all applicable licenses, permits, credentials, qualifications to perform necessary services. Vendor must submit any and all applicable licenses, permits, credentials, qualifications with RFP. Photostat copies are acceptable.

PERSONNEL AND STAFFING:
The proposers should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for each biographic summary provided. Information regarding the proposer's credentials, education and experience with other entities is required and will be scored accordingly during the evaluation process.

REQUIRED CERTIFICATES AND SUBMITTAL:
This section will contain ***any/all*** licenses, registrations, permits, and certifications as required by the STATE OF TEXAS and HIDALGO COUNTY that you possess that deem you as a qualified licensed electrical and tele-data communications contractor.

If proposer/vendor cannot meet any of the following services/responsibilities, such exceptions must be noted on the company's cover letter.

SECTION III – SCOPE OF SERVICES

SCOPE OF SERVICES:
Hidalgo County is soliciting to contract with a qualified license "Electrical and Tele-data Communications Contractor" that is qualified and license to provide the services required and requested in the RFP.

1. Except as indicated by Hidalgo County IT Telecom Services, Contractor shall provide materials and labor for cable installation work throughout Hidalgo County; to include new work as well as repairs to existing. Completed jobs shall conform to the Hidalgo County Voice and Data Wiring Specification Manual.

2. Contractor shall prepare a written job cost estimate for each job based upon a visit to the job site. Contractor must be available to visit job sites based on the following classifications of notification:
   (a) Routine – five (5) working days of notification
   (b) Expedite – one (1) working day of notification
   (c) Emergency – two (2) hours of notification

3. Contractor shall provide an electronic copy of the completed request for estimate form, (see Exhibit B, page XX of this bid), to the ITTS Department based on the following classifications of notification:

(a) Routine – within forty-eight (48) hours after visiting the site.
(b) Expedite – within twenty-four (24) hours after visiting the site.
(c) Emergency – verbal estimate to be provided at the time of site visit with written follow-up of verbal estimate within twenty-four (24) hours of visit.

4. Once Hidalgo County has accepted a cabling job estimate through the issuance of a valid purchase order, the dollar amount reflected on the purchase order shall constitute the County's total obligation for that job. The Contractor shall endeavor to submit an accurate cost estimate. No claims for compensation will be considered or allowed for extra work resulting from ignorance of any existing conditions on the part of the proposer. However, the County recognizes that some elements of work cannot be detected until work is in progress. When latent physical conditions are discovered, the Contractor shall immediately notify the IT Telecom Manager, and before work continues, the Contractor shall submit a revised cost estimate for approval. A written change order to the existing purchase order or the issuance of an additional purchase order is the only valid approval mechanisms for additional work.

5. Contractor shall inform the IT Department of the work in progress and advise them when a job is complete. For long-term projects, (those exceeding five (5) working days), the Contractor shall meet with ITTS representative and provide a weekly, typewritten progress report. This report should be electronically submitted no later than 5:00 p.m. on each Friday until the work is completed. Weekly meetings will include a site inspection to ensure compliance with established standards.

6. Permits, Fees and Notices:

a. The Contractor shall secure and pay for the building permit and for all required permits, governmental fees, licenses, and inspections necessary for the proper execution and completion of the work. Contractor's estimate should include cost of any permits, fees, or notices for each job.

b. The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the performance of the work.

c. If the Contractor performs any work when he knows or should know it to be contrary to such laws, ordinances, rules and regulations, and shall therefore bear all costs attributable thereto.

7. Selected Contractor shall be expected to meet established schedules and deadlines for the completion of work as outlined in job estimates.

8. Selected Contractor shall be expected to adhere to current Hidalgo County Voice and Data Wiring Specification Manual. It is the responsibility of the Contractor to request any new revisions to the wiring specifications at the time an estimate is provided.

9. Proposer should have a current BICSI certified Registered Communication Distribution Designer (RCDD) on staff as a full-time employee. A copy of the RCDD certificate and BICSI member number must be provided with bidding documents

10. Proposer shall provide a representative list of three (3) or more references including contact name and telephone number. These references should represent the installation of copper and fiber optic cabling in interior, exterior, aerial, and underground environments. The Proposer should indicate which types of work have been conducted for each reference. Hidalgo County may contact these references as one means of collecting information regarding past performance of the Proposer. THIS INFORMATION SHALL BE PROVIDED WITH PROPOSER.

11. Proposer shall provide a document detailing the staffing level of the Proposer's firm by job classification (i.e. cable installer, installers helper and qualifications of staff). THIS INFORMATION SHALL BE PROVIDED WITH PROPOSER.

12. Proposer shall provide a list of equipment owned; fiber and copper, description and any additional information as needed. THIS INFORMATION SHALL BE PROVIDED WITH PROPOSAL.

13. Proposer shall provide a list of certificates and cables covered by manufacturer training and certification. THIS INFORMATION SHALL BE PROVIDED WITH PROPOSAL.

14. Proposer shall warranty its materials, design, and workmanship for a minimum of one (1) year from the date of work completion and shall include all parts, labor, and transportation as specified.

15. Warranty information on installed equipment and cabling shall be detailed in each job estimate. Proposer shall warranty its materials, design, and workmanship for a minimum of one (1) year from the date of work completion and shall include all parts, labor, and transportation.

16. Warranty shall commence on each job on the date it is accepted as complete by Hidalgo County.

17. The Contractor shall respond with remedy to a warranty trouble call within twenty-four (24) hours after receipt of such a call.

18. If it becomes necessary for the County to contact another vendor for warranty repairs due to inability or failure of the Contractor to perform such repairs, the Contractor shall reimburse the County for all invoices for labor, materials required and the shipping/handling costs thereof, to perform such repairs, within thirty (30) calendar days from presentation of such invoice. This shall only occur after the Contractor has been given reasonable time and fair opportunity to respond and correct the problem. The cost limitation for such repairs will not exceed the parts and labor replacement price of the repair.

19. All cable/equipment installed must be fully tested and meet TIA/EIA testing and installation standards for UTP/STP copper, coaxial, and SM/MM fiber optic cable. This includes certification for Cat5, Cat3, Cat6 installation, Fast Ethernet, (100MB), Gigabit Ethernet (1000 MB), FDDI, etc. **All test results shall be submitted electronically to designated Hidalgo County IT'S representative within five (5) days of test completion. Invoices will NOT be paid unless corresponding test results are received.**

PLEASE SEE/REVIEW "SPECIFICATIONS" FOR ADDITIONAL SCOPE OF SERVICES AND REQUIREMENTS.

PROPOSERS ARE TO PROVIDE A FEE SCHEDULE WITH THIS SUBMITTAL:

Proposer(s) is to provide a proposed fee on proposal page based on the scope of services/work requested.

All/Any costs and expenses associated with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the proposer and not reimbursements for such charges or expenses shall be passed onto Hidalgo County.

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SECTION IV – SELECTION/EVALUATION/RANKING

SELECTION/EVALUATION/RANKING PROCESS:

The evaluation consists of a 100-point scoring system based on the "Evaluation Criteria"-Exhibit B. The participants will be ranked after evaluation by Hidalgo County Commissioner's Court. Categories under the 100-point system include response to RFP. RFP submittal evaluation will be based on the criteria outlined below.

(A) The Hidalgo County Commissioners and/or an Evaluation Committee (selected and/or designated by Hidalgo County Commissioners) will review, score and evaluate the RFPs received in response to this "Request for Proposals".

(B) After the RFPs have bee reviewed, scored and evaluated, the committee will present the grid to the Hidalgo County Commissioner's Court for the purposes of ranking.

Proposals will be graded on a 100-point system with emphasis on ability to service "Cabling-Installation-Time-Materials-Other Services" for Hidalgo County.

1. **ELECTRICAL AND TELE-DATA COMMUNCATIONS CONTRACTOR(S): (20 Points)**
   The "Electrical and Tele-data Communications Contractor(s) should provide information related to its Qualifications. Vendor must provide copy of certificates, licenses, permits, etc., as required and any other credentials/registrations or other pertinent information that demonstrates qualifications to perform the "Services" as required. A list of, and scope of, similar projects for comparative purposes shall be included in response.

2. **UNDERSTANDING THE SERVICES/METHODOLOGY: (20 Points)**
   The "**Electrical and Tele-data Communications Contractor(S)**" must state, the approach and/or methodology, in achieving and rendering all services detailed and required as an "Electrical and Tele-data Communications Contractor(s)" in the "Request For Proposal".

3. **COST FEES AND WARRANTY: (30 Points)**
   Provide fees for services and warranty as detailed on requirements. Cost fee proposal should include any/all cost of permits, fees, warranty, etc.

4. **ABILITY TO COMMIT TO ALL REQUIRED "SERVICES" (30 Points)**
   The **"Electrical and Tele-data Communications Contractor(S**)" should provide as much background information as to it's experiences in providing similar services, shall secure and pay for the building permit and for all required permits, governmental fees, licenses, and inspections necessary for the proper execution and completion of the work and any additional service as described and detailed in specifications and requirements.

NEGOTIATION PROCESS:

Compliance with all requirements, the most proposed productive, qualified, experience, efficient and effective plan in order will be reviewed and considered. Emphasis will be placed on qualifications, experience, and capability to perform the services as well as the best proposal, and meeting the needs of the "Cabling-Installation-Time-Materials-Other Services". Accuracy and completeness are essential. Hidalgo County reserves the right to reject any and all RFPs.

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-00

THIS CONTRACT is made and entered into this ____ day of _____**,2010** by and between the County of Hidalgo, Texas ("County"), and_____**,** ("Company").

WHEREAS, Company responded to request for bids for "Cabling-Installation-Time-Materials-Other 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

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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 _____terms, 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

DRAFT

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

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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_____, 2010.

COUNTY OF HIDALGO

ATTEST:

By:_____
Rene A. Ramirez, County Judge

_____
Arturo Guajardo, Jr. County Clerk

COMPANY:

Printed Name:_____

Title:_____

DRAFT

Approved by Commissioners Court on: _____

APPROVED AS TO FORM:

Atlas & Hall, L.L.P.

By:_____
Stephen L. Crain

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

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EXHIBIT “B” VENDOR’S BID
(BID TABULATION)

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EXHIBIT “C” INSURANCE REQUIREMENTS

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EXHIBIT “D”
CONFLICT OF INTEREST FORM
(CIQ)

DRAFT

VENDOR/BIDDER APPLICATION

DRAFT

DEBARMENT FORM

DRAFT

W-9 FORM

DRAFT

AI-21796 **10.E.**

Renewal/Extension: COM DATA CORPORATION-TRANSMONTAINE CC CONSENT

Date:	06/29/2010
Submitted By:	Vangie Garcia, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department

Information

CAPTION

Requesting approval to continue to utilize through the Texas Procurement and Support Services (TPASS)with the "Council on Competitive Government Cooperative's" awarded vendor "Comdata Corporation and Transmontaigne Product Services, Inc." for the Retail Fuel Card for emergency situations or travel outside the County by Hidalgo County through Contract #050720-CCG-FC-Retail Fuel Card and Related Sevices with new extend term date: September 1, 2010-August 31, ed2011.

BACKGROUND

This represents the final extension allowed under the contract.

Fiscal Impact

FISCAL YEAR: ACCT. #:

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

BUDGETARY IMPACT:

Various accounts for departments who have funding available for fuel only. Object code 626 (Gasoline/Diesel). Purchases are on an as needed basis.

Attachments

Link: Extension Letter

Link: Contract Documentation

Link: exp report

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	06/22/2010 01:59 PM	APRV
2	Budget & Management	Erika Zamora	06/22/2010 02:12 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	06/22/2010 04:13 PM	APRV
4	Auditor's Office		06/25/2010 05:01 PM	NEW

Form Started By: Vangie Garcia — Started On: 06/22/2010 11:32 AM

Final Approval Date: 06/25/2010

Council on Competitive Government

April 28, 2010

Council Members:

Hon. Rick Perry
Governor

Hon. David Dewhurst
Lieutenant Governor

Hon. Susan Combs
Comptroller

Hon. Jerry Patterson
Land Commissioner

Hon. Joe Straus
Speaker of the House

Ronald Congleton
Texas Workforce Commissioner

Terry Keel
Texas Facilities Commission

Mr. Trent O'Connell
Director, Public Sector
Comdata Corporation
5301 Maryland Way
Brentwood, TN 37027

Mr. Rodney Hilt
Executive Vice President - Marketing
TransMontaigne, Inc.
1670 Broadway, Suite 3100
Denver, CO 80217-5660

RE: Extension of Contract # 050720-CCG-FC (Retail Fuel Card and Related Services)

Dear Mr. O'Connell and Mr. Hilt:

The intent of this letter is to inform Comdata Corporation and Transmontaigne Product Services, Inc., that the Council will hereby extend its current contract for retail fuel card and related services according to the terms set forth in Section VI of said contract (# 050720-CCG-FC). Based on the language within Section VI, the contract is extended for a period of one year, from September 1, 2010 until August 31, 2011. All the terms and conditions of the current contract shall apply during the extension period.

This represents the final extension allowed under the contract.

Please contact Russell Tomlinson, Performance Analyst, if you require further explanation or have any questions. Mr. Tomlinson can be reached at (512) 936-2127 or at Russell.Tomlinson@ccg.state.tx.us.

Respectfully,

Dustin Lanier
Director
State Council on Competitive Government
Phone: 512-463-7120
Fax: 512-475-4405
E-Mails: dustin.lanier@tbpc.state.tx.us

Dustin Lanier
Director

LBJ State Office Building
111 E. 17th Street
Austin, Texas 78711-1440

Phone: 512-463-3855
Fax: 512-475-4405
Toll Free: 1-800-531-5441

ccginfo@ccg.state.tx.us
www.ccg.state.tx.us

RETAIL FUEL CARD AND RELATED SERVICES CONTRACT
BETWEEN
THE STATE COUNCIL ON COMPETITIVE GOVERNMENT
BY AND FOR THE TEXAS BUILDING AND PROCUREMENT COMMISSION
AND
COMDATA CORPORATION / TRANSMONTAIGNE PRODUCT SERVICES, INC.

Contract No. 050720-CCG-FC

This agreement ("Contract") is entered into by the State Council on Competitive Government (CCG), by and for the Texas Building and Procurement Commission ("TBPC"), and Comdata Corporation / TransMontaigne Product Services, Inc. ("Contractors"), located at 5301 Maryland Way, Brentwood, TN 37027 and 1670 Broadway, Suite 3100, Denver, CO 80202.

I. Recitals

Whereas, on July 20, 2005, CCG issued a Request for Proposals from qualified, independent firms to provide retail fuel cards and related services ("Services") to Participating State Agencies ("PSAs") and on August 12, 2005 issued its official response to questions (collectively "RFP"); and

Whereas, TBPC Office of Vehicle Fleet Management (OVFM) will serve as the Contract Administrator under this Contract on behalf of the State of Texas; and

Whereas, the Contractor submitted a proposal dated August 24, 2005, in response to CCG's RFP ("Proposal"); and

Whereas, the Contractor was selected to perform retail fuel card and related services.

The parties hereby agree as follows:

II. Authority

This Contract is entered into pursuant to Gov't Code, chapter 2162.

III. Services, Standards of Performance and Contract Administration

The Contractor shall provide Services and deliverables described in and in the manner required by all of the following documents to PSAs on an as needed basis:

1. This Contract
2. Exhibit A: The Statement of Work
3. Exhibit B: Final Timeline and Deliverables
4. Exhibit C: The RFP
5. Exhibit D: Authorized Key Personnel List
6. Exhibit E: Contractor's Proposed Compensation and Best and Final Offer

All of the above are attached to and incorporated as part of this Contract for all purposes. All of these documents constitute the Standards of Performance for this Contract. In addition, Contractor's initial task under this contract is the development of a mutually agreeable detailed work plan to be incorporated into this Contract as an exhibit, which work plan shall constitute an additional Standard of Performance.

In the case of conflicts between this Contract and any of the above exhibits, the following shall control in this order of priority:

1. This Contract
2. Exhibit A: The Statement of Work
3. Exhibit B: Final Timeline and Deliverables
4. Exhibit C: The RFP
5. Exhibit D: Authorized Key Personnel List
6. Exhibit E: Contractor's Proposed Compensation and Best and Final Offer
7. Exhibit F: The Work Plan

The Contractor shall provide all of the above services as well as reasonably related services in accordance with all applicable professional standards of a Contractor providing Services. The Contractor represents and warrants that it has the requisite qualifications, experience, personnel and other resources to provide Services to the PSAs in the manner required by this Contract.

The Contract Administrator will serve as the point of contact between the agency and the Contractor. TBPC's Contract Administrator shall review the Contractor's technical work, deliverables, payment requests, schedules, financial budget administration and similar matters. The Contract Administrator does not have any express or implied authority to vary the terms of the Contract, amend the Contract in any way or waive strict performance of the terms or conditions of the Contract.

IV. Personnel

The Contractor shall assign only qualified personnel to this Contract. As of the date of CCG's execution of this Contract, the Contract Administrator has authorized the key personnel listed in Exhibit D of this Contract to provide services under this Contract. The Contractor, in its reasonable discretion, reserves the right to substitute appropriate key personnel to accomplish its duties so long as the substituted personnel are equally qualified and skilled in the tasks necessary to accomplish the tasks and services required. The Contractor shall provide to CCG and OVFM prior written notice of any proposed change in key personnel involved in providing services under this Contract.

V. Payments

Prior to authorizing payment to the Contractor, the Contract Administrator shall evaluate the Contractor's performance using the performance standards set forth in all documents constituting this Contract. Contractor shall provide invoices to each PSA for Services performed. Invoices must be submitted not later than the 15th day of the month after the Services are completed. No payment whatsoever shall be made under this contract without the prior submission of detailed, correct invoices. Payments under this Contract are subject to the availability of appropriated funds. Contractor acknowledges and agrees that payments for services provided under this Contract are contingent upon each participating state agency's receipt of funds appropriated by the Texas Legislature.

VI. Term and Termination

This Contract shall become effective on the date signed by the Chair of the CCG, who shall sign after the Contractor signs, and shall terminate upon August 31, 2009, unless otherwise sooner terminated as provided in this Contract. Notwithstanding the termination or expiration of this Contract, the provisions of this Contract regarding confidentiality, indemnification, transition, records, right to audit and independent audit, property rights, dispute resolution, invoice and fees verification, and default shall survive the termination or expiration dates of this Contract. The CCG shall have the right, in its sole discretion, to renew this Contract for up to two (2) additional one (1) year periods, one (1) year at a time. In addition, the CCG may, in its sole discretion, terminate this Contract upon thirty (30) calendar day's written notice to the Contractor. Such notice may be provided by facsimile or certified mail, return receipt requested and is effective upon the Contractor's receipt.

VII. Confidentiality and Open Records

Notwithstanding any provisions of this Contract to the contrary, the Contractor understands that CCG will comply with the Texas Public Information Act, Gov't Code, chapter 552 as interpreted by judicial opinions and opinions of the Attorney General of the State of Texas. CCG agrees to notify Contractor within twenty-four (24) hours of receipt of a request for information related to Contractor's work under this contract. The Contractor will cooperate

with CCG in the production of documents responsive to the request. The Contractor may request that CCG seek an opinion from the Attorney General of the State of Texas. However, CCG will not honor Contractor's request for an opinion if the request is not based upon a reasonable interpretation of the Texas Public Information Act. Additionally, the Contractor will notify CCG's General Counsel within twenty-four (24) hours of receipt of any third party requests for information that was provided by the State of Texas for use in conducting the disparity study. This Contract and all data and other information generated or otherwise obtained in the performance of its responsibilities under this Contract may be subject to the Texas Public Information Act. Contractor agrees to maintain the confidentiality of information received from the State of Texas during the performance of this Contract, including information which discloses confidential personal information particularly, but not limited to, social security numbers.

VIII. Insurance and Other Security

The Contractor represents and warrants that it will, within five (5) business days of executing this agreement, provide CCG with current evidence of insurance or other proof acceptable to CCG of the following insurance coverage:

Standard Workers Compensation Insurance covering all personnel who will provide services under this Contract;

Commercial General Liability Insurance, including professional liability, personal injury and advertising injury with the following limits: $1,000,000 minimum each occurrence; $2,000,000 per general aggregate.

The Contractor represents and warrants that all of the above coverage is with companies licensed in the state of Texas, with "A" rating from Best, and authorized to provide the corresponding coverage. The Contractor also represents and warrants that it will provide the State of Texas with at least 30 days written notification prior to cancellation of any of these insurance policies. The Contractor represents and warrants that it shall maintain the above insurance coverage during the term of this Contract, and shall provide CCG with evidence of coverage upon request. Contractor acknowledges and agrees that the State of Texas shall be able to collect under these insurance policies any amounts from applicable claims due to the State of Texas pursuant to this Agreement.

IX. INDEMNIFICATION

CCG AND ITS OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES, SHALL NOT BE LIABLE OR RESPONSIBLE FOR, AND SHALL BE SAVED AND HELD HARMLESS BY THE CONTRACTOR FROM AND AGAINST ANY AND ALL SUITS, ACTIONS, LOSSES, DAMAGES, CLAIMS, OR LIABILITIES OF ANY CHARACTER, TYPE, OR DESCRIPTION, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, (COLLECTIVELY REFERRED TO AS "CLAIMS" IN THE REMAINDER OF THIS SECTION), ARISING OUT OF, CONNECTED WITH OR RESULTING FROM ANY ACTS OR OMISSIONS OF THE CONTRACTOR OR ANY OFFICER, AGENT, REPRESENTATIVE, EMPLOYEE, OR SUBCONTRACTOR OF THE CONTRACTOR IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT, INCLUDING CLAIMS ARISING IN WHOLE OR IN PART FROM THE NEGLIGENCE OF CCG OR ITS OFFICERS, AGENTS, REPRESENTATIVES OR EMPLOYEES, AS LIMITED BY THE PARAGRAPHS BELOW.

IT IS THE EXPRESSED INTENT OF THE PARTIES TO THIS CONTRACT THAT THE INDEMNITY PROVIDED FOR IN THIS SECTION IS AN INDEMNITY EXTENDED BY THE CONTRACTOR TO INDEMNIFY AND PROTECT CCG AND ITS OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES FROM THE CONSEQUENCES OF CCG OR ITS OFFICERS', AGENTS', REPRESENTATIVES' OR EMPLOYEES' OWN NEGLIGENCE, PROVIDED, HOWEVER THAT SUCH INDEMNITY SHALL BE LIMITED BY BOTH OF THE FOLLOWING:

(1) THE INDEMNITY PROVIDED FOR IN THIS SECTION AGAINST CCG'S OWN NEGLIGENCE SHALL APPLY REGARDLESS OF WHETHER OR NOT SUCH CLAIMS ARE CONTRIBUTED TO BY THE NEGLIGENCE OF CCG OR ITS OFFICERS, AGENTS OR EMPLOYEES; HOWEVER, IN THE EVENT OF SUCH CONTRIBUTORY OR COMPARATIVE NEGLIGENCE OF CCG OR ITS OFFICERS, AGENTS OR EMPLOYEES, THE CONTRACTOR SHALL NOT INDEMNIFY ANY SUCH INDEMNITEES IN THE PROPORTION (BASED ON THE PERCENTAGE OF NEGLIGENCE) THAT SUCH CONTRIBUTORY OR COMPARATIVE NEGLIGENCE CAUSED ANY

SUCH CLAIMS; AND

(2) THE INDEMNITY PROVIDED FOR IN THIS SECTION AGAINST CCG'S OWN NEGLIGENCE SHALL NOT APPLY WHEN THE NEGLIGENCE OR OTHER LIABILITY OF THE CCG OR ITS OFFICERS, AGENTS, REPRESENTATIVES OR EMPLOYEES IS THE SOLE CAUSE OF SUCH CLAIMS.

X. Dispute Resolution

The dispute resolution process provided for in Gov't Code Chapter 2260 shall be used by CCG and the contractor to resolve any dispute arising under the Contract.

XI. Representations, Warranties, and General Provisions

11.1. Family Code

Under Section 231.006 of the Texas Family Code (relating to child support), the Contractor represents and warrants that the Contractor is not ineligible to receive the specified payment and acknowledges that this Contract may be terminated and payment withheld if this representation and warranty is inaccurate.

11.2. Eligibility

Under Gov't Code § 2155.004 (relating to certain taxes), the Contractor represents and warrants that the Contractor is not ineligible to receive this Contract and acknowledges that this Contract may be terminated and payment withheld if this representation and warranty is inaccurate. The Contractor represents and warrants that it is not delinquent in the payment of any franchise taxes owed the State of Texas.

11.3. Liability for Taxes

The Contractor represents and warrants that it shall pay all taxes or similar amounts resulting from this Contract, including, but not limited to, any federal, State, or local income, sales or excise taxes of the Contractor or its employees. CCG shall not be liable for any taxes resulting from this Contract.

11.4. HUBs

The Contractor represents and warrants that it shall comply with the Historically Underutilized Business requirements pursuant to Gov't Code, chapter 2261.

11.5. Amendments

Except as provided in Section 11.12 of this Contract, this Contract may be amended only upon written agreement between CCG and the Contractor; however, any amendment of this Contract that conflicts with the laws of the State of Texas shall be void ab initio.

11.6. Applicable Law; Venue

This Contract shall be governed by and construed in accordance with the laws of the State of Texas. The venue of any suit arising under this Contract is fixed in any court of competent jurisdiction of Travis County, Texas.

11.7. Strict Compliance

Time is of the essence in the performance of this Contract. The Contractor shall strictly comply with all of the deadlines, requirements, and Standards of Performance for this Contract.

11.8. Assignments

Without the prior written consent of CCG, the Contractor may not assign this Contract, in whole or in part, and may not assign any right or duty required under it.

11.9. Partially Completed Work

No later than the first calendar day after the termination of this Contract, or at CCG's request, the Contractor shall deliver to CCG all completed, or partially completed, work and any and all documentation or other products and results of these services. Failure to timely deliver such work or any and all documentation or other products and results of the services shall be considered a material breach of this Contract. The Contractor shall not make or retain any copies of the work or any and all documentation or other products and results of the services without the prior written consent of the CCG.

11.10. Federal, State, and Local Requirements

The Contractor shall demonstrate on-site compliance with the Federal Tax Reform Act of 1986, Section 1706, amending Section 530 of the Revenue Act of 1978, dealing with issuance of Form W-2's to common law employees. The Contractor is responsible for both federal and State unemployment insurance coverage and standard Worker's Compensation Insurance coverage. The Contractor shall comply with all federal and State tax laws and withholding requirements. CCG and the Comptroller shall not be liable to the Contractor or its employees for any Unemployment or Workers' Compensation coverage, or federal or State withholding requirements. The Contractor shall indemnify the State of Texas and shall pay all costs, penalties, or losses resulting from the Contractor's omission or breach of this Section.

11.11. Severability Clause

In the event that any provision of this Contract is later determined to be invalid, void, or unenforceable, then the remaining terms, provisions, covenants, and conditions of this Contract shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated.

11.12. Applicable Law and Conforming Amendments

The Contractor must comply with all laws, regulations, requirements and guidelines applicable to a Contractor providing services to the State of Texas as these laws, regulations, requirements and guidelines currently exist and as they are amended throughout the term of this Contract. CCG reserves the right, in its sole discretion, to unilaterally amend this Contract throughout its term to incorporate any modifications necessary for CCG's or the Contractor's compliance with all applicable State and federal laws, and regulations.

11.13. No Waiver

Nothing in this Contract shall be construed as a waiver of the state's sovereign immunity. This Contract shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to CCG. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to the State of Texas under this Contract or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel. CCG does not waive any privileges, rights, defenses, or immunities available to CCG by entering into this Contract or by its conduct prior to or subsequent to entering into this Contract.

11.14. No Liability Upon Termination

If this Contract is terminated for any reason, CCG and the State of Texas shall not be liable to the Contractor for any damages, claims, losses, or any other amounts arising from or related to any such termination. However, Contractor is entitled to the remedies provided in Gov't Code, chapter 2260.

11.15. Independent Contractor

The Contractor shall serve as an independent Contractor in providing services under this Contract. The Contractor's employees are not and shall not be construed as employees of the State of Texas.

11.16. Limitation on Authority; No Other Obligations

The Contractor shall have no authority to act for or on behalf of CCG or the State of Texas except as expressly provided for in this Contract; no other authority, power or use is granted or implied. The Contractor may not incur any debts, obligations, expenses, or liabilities of any kind on behalf of the State of Texas or CCG.

11.17. Patent, Trademark, Copyright and Other Infringement Claims

The Contractor shall indemnify, save and hold harmless the State of Texas from and against claims of patent, trademark, copyright, trade secret or other proprietary rights, violations or infringements arising from the State's or the Contractor's use of or acquisition of any services or other items provided to the State of Texas by the Contractor or otherwise to which the State of Texas has access as a result of the Contractor's performance under this Contract, provided that the State shall notify the Contractor of any such claim within a reasonable time of the State's receiving notice of any such claim. If the Contractor is notified of any claim subject to this section, the Contractor shall notify CCG of such claim within five (5) working days of such notice. No settlement of any such claim shall be made by the Contractor without CCG's prior written approval. The Contractor shall reimburse the State of Texas for any claims, damages, losses, costs, expenses, judgments or any other amounts, including, but not limited to, attorneys' fees and court costs, arising from any such claim. The Contractor shall pay all reasonable costs of the State's counsel and shall also pay costs of multiple counsel, if required to avoid conflicts of interest. The Contractor represents that it has determined what licenses, patents and permits are required under this Contract and has acquired all such licenses, patents and permits.

11.18. Supporting Documents, Retention; Right to Audit; Independent Audits

The Contractor shall maintain and retain supporting fiscal and any other documents adequate to ensure any payments under this Contract funds were expended in accordance with the laws and regulations of the State of Texas, including but not limited to, requirements of the Comptroller of the State of Texas and the State Auditor. The Contractor shall maintain all such documents and other records relating to this Contract and the State's property for a period of four (4) years after the date of submission of the final invoices or until a resolution of all billing questions, whichever is later. The Contractor shall make available at reasonable times and upon reasonable notice, and for reasonable periods, all information related to the "Work" as defined in paragraph 11.30 of this Contract. Contractor must retain all work and other supporting documents pertaining to this Contract, for purposes of inspecting, monitoring, auditing, or evaluating by CCG and any authorized agency of the State of Texas, including review by the State Auditor under Gov't Code chapter 321. The Contractor shall cooperate with any authorized agents of the State of Texas and shall provide them with prompt access to all of such State's work as requested. The Contractor's failure to comply with this Section shall constitute a material breach of this Contract and shall authorize the CCG and the State of Texas to immediately assess appropriate damages for such failure. The Comptroller may require, at the Contractor's sole cost and expense, independent audits by a qualified certified public accounting firm

of the Contractor's books and records or the State's property. The acceptance of funds by the Contractor or any other entity or person directly under this Contract, or indirectly through a subcontract under this Contract, shall constitute acceptance of the authority of the State Auditor to conduct an audit or investigation in connection with those funds. The Contractor acknowledges and understands that the acceptance of funds under this Contract shall constitute consent to an audit by the State Auditor, Comptroller or other agency of the State of Texas. The Contractor shall ensure that this paragraph concerning the State's authority to audit funds received indirectly by subcontractors through the Contractor and the requirement to cooperate is included in any subcontract it awards.

11.19. Deceptive Trade Practices ; Unfair Business Practices

The Contractor represents and warrants that it has not been the subject of allegations of Deceptive Trade Practices violations under Tex. Bus. & Com. Code chapter 17, or allegations of any unfair business practice in any administrative hearing or court suit and that the Contractor has not been found to be liable for such practices in such proceedings. The Contractor certifies that it has no officers who have served as officers of other entities who have been the subject allegations of Deceptive Trade Practices violations or allegations of any unfair business practices in an administrative hearing or court suit and that such officers have not been found to be liable for such practices in such proceedings.

11.20. Equal Opportunity

The Contractor represents and warrants that it shall not discriminate against any person on the basis of race, color, national origin, creed, religion, political belief, sex, sexual orientation, age, and disability in the performance of this Contract.

11.21. Antitrust

The Contractor represents and warrants that neither the Contractor nor any firm, corporation, partnership, or institution represented by the Contractor, nor anyone acting for such firm, corporation or institution has violated the antitrust laws of the State of Texas under Tex. Bus. & Com. Code, chapter 15, or the federal antitrust laws, nor communicated directly or indirectly the proposal to any competitor or any other person engaged in such line of business during the procurement process for this Contract.

11.22. No Conflicts

The Contractor represents and warrants that the Contractor has no actual or potential conflicts of interest in providing services to the State of Texas under this Contract and that the Contractor's provision of services under this Contract would not reasonably create an appearance of impropriety.

11.23. Financial Interests; Gifts

The Contractor represents and warrants that neither the Contractor nor any person or entity that will participate financially in this Contract has received compensation from CCG or any agency of the State of Texas for participation in preparation of specifications for this Contract. The Contractor represents and warrants that it has not given, offered to give, and does not intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to any public servant or employee in connection with this Contract.

11.24. Buy Texas, Product Preference

The Contractor represents and warrants that it shall purchase products and materials produced in Texas when they are available at a comparable price and in a comparable period of time. Contractor

represents and represents that it will give preference to products from workshops, organizations, or corporations whose primary purpose is training and employing individuals having mental retardation or physical disabilities if these products meet State's specifications regarding quantity, quality, delivery and life cycle costs.

11.25. Felony Criminal Convictions

The Contractor represents and warrants that the Contractor has not and the Contractor's employees have not been convicted of a felony criminal offense, or that, if such a conviction has occurred, the Contractor has fully advised CCG as to the facts and circumstances surrounding the conviction.

11.26. Notices

Any written notices required under this Contract will be by either hand delivery to the Contractor's office address specified on Page 1 of this Contract or to CCG, 1711 San Jacinto Blvd., Austin, TX 78711 or by U.S. Mail, certified, return receipt requested, addressed to the appropriate foregoing address. Notice will be effective on receipt by the affected party. Either party may change the designated notice address in this Section by written notification to the other party.

11.27. False Statements; Breach of Representations

By signature to this Contract, the Contractor makes all the representations, warranties, guarantees, certifications and affirmations included in this Contract. If the Contractor signed its proposal with a false statement or signs this Contract with a false statement or it is subsequently determined that the Contractor has violated any of the representations, warranties, guarantees, certifications or affirmations included in this Contract, the Contractor shall be in default under this Contract and CCG may terminate or void this Contract for cause and pursue other remedies available to CCG under this Contract and applicable law.

11.28. Force Majeure

Except as otherwise provided, neither the Contractor nor CCG nor any agency of the State of Texas, shall be liable to the other for any delay in, or failure of performance, of a requirement contained in this Contract caused by *force majeure*. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non-performing party exercises all reasonable due diligence to perform. *Force majeure* is defined as acts of God, war, strike, fires, explosions, or other causes that are beyond the reasonable control of either party and that by exercise of due foresight such party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such party is unable to overcome. Each party must inform the other in writing with proof of receipt within three (3) business days of the existence of such *force majeure* or otherwise waive this right as a defense.

11.29. Debts or Delinquencies to State

The Comptroller is prohibited from issuing any payment to a person or entity who has been reported as having an indebtedness or delinquency to the state. Contractor agrees that, to the extent Contractor owes any debt or delinquent taxes to the State of Texas, any payments or other amounts Contractor is otherwise owed under this Contract shall be applied toward the debt or delinquent taxes until the debt or delinquent taxes are paid in full. Contractor agrees to comply with all applicable laws regarding satisfaction of debts or delinquencies to the State of Texas.

11.30. Work Made for Hire

For the purposes of this Contract, the term "Work" is defined as all reports, statistical analyses, work papers, work products, materials, approaches, designs, specifications, systems, documentation,

methodologies, concepts, research materials, intellectual property or other property developed, produced, or generated in connection with this Contract. All work performed pursuant to this Contract is made the exclusive property of CCG. All right, title and interest in and to said property shall vest in CCG upon creation and shall be deemed to be a work for hire and made in the course of the services rendered pursuant to this Contract. To the extent that title to any such work may not, by operation of law, vest in CCG, or such work may not be considered a work made for hire, all rights, title and interest therein are hereby irrevocably assigned to CCG. CCG shall have the right to obtain and to hold in its name any and all patents, copyrights, registrations or such other protection as may be appropriate to the subject matter, and any extensions and renewals thereof. Contractor must give CCG and/or the State of Texas, as well as any person designated by CCG and/or the State of Texas, all assistance required to perfect the rights defined herein without any charge or expense beyond those amounts payable to Contractor for the services rendered under this Contract.

11.31. Default

If the Contractor is found to be in default under any provision of this Contract, CCG may cancel the Contract without notice and either re-solicit or reward the contract to the next best responsive and responsible respondent. In the event of abandonment or default, Contractor will be responsible for paying damages to CCG including but not limited to reprocurement costs, and any consequential damages to the State of Texas or CCG resulting from Contractor's non-performance. The defaulting Contractor will not be considered in the resolicitation and may not be considered in future solicitations for the same type of work, unless the specification or scope of work is significantly changed.

XII. Signatories

The undersigned signatories represent and warrant that they have full authority to enter into this Contract on behalf of the respective parties.

XIII. Merger

This Contract contains the entire agreement between the Contractor and CCG and supersedes any prior understandings or oral or written agreements between CCG and the Contractor on the matters contained herein. No modification, alteration, or waiver of any term, covenant, or condition of this Contract and any attachments shall be valid unless in writing and executed by CCG and the Contractor.

State Council on Competitive Government

By: Executed 2/26/2006

Wayne Roberts, Chair Designee

Office of the Governor

Date: _____

Approved as to Form:

Executed 2/26/2006

Ingrid K. Hansen, General Counsel, TBPC

Date: _____

Comdata Corporation

By: Executed 2/26/2006

Randy Morgan, Senior Vice President & General Manager

Business Services Division

Date: _____

TransMontaigne Product Services, Inc.

By: Executed 2/26/2006

Rick Eaton, Executive Vice President

Date: _____

EXHIBIT A OF CONTRACT NO. 050720-CCG-FC

Statement of Work

TEXAS STATEMENT OF WORK

Pursuant to Section B.2 of RFP 050720-CCG-FC, Comdata/TransMontaigne will provide retail fuel cards and related services to public service agencies (PSAs), higher education units, and political subdivisions of the State of Texas. Services include, but are not limited to, issuance of the Comdata MasterCard for the purchase of tax-exempt fuel and related automotive goods and services, purchasing controls, exception monitoring, reporting options, federal fuel tax net-out or rebate, fuel discounts and any other requirement as stated in the aforementioned RFP and the Comdata/TransMontaigne response.

As stated in Section B.4 of the response, the Comdata MasterCard is accepted at any fuel and related automotive goods and services merchant that accepts MasterCard The card is widely accepted in Texas, in all 50 states and in Mexico and Canada, at any fuel related automotive goods and services merchant that accepts MasterCard.

Texas PSAs will have the option of ordering cards that may be issued to specific vehicles or drivers, or to a combination of both vehicles and drivers, at the discretion of the agency. PSAs will be able to select from a variety of purchasing limits and controls that may be applied at card level, account level or at the department level. For initial card distribution, a PSA will provide the required embossing, controls, limits and hierarchy information to Comdata. Initial card issuance will take approximately 5 days from receipt of order. Cards ordered after initial distribution will be issued on the second day via FedEx.

To provide for control and security, Texas PSAs may select PIN numbers, of varying length from one- to six-digits, that will be assigned to drivers or groups of drivers, as indicated. Comdata will provide for immediate PIN number issuance, via Customer Service or Comdata's online account management product. Texas agencies will have access to iconnectdata.com for account maintenance and to retrieve reports. The agencies may also call customer service 24/7, 365 days a year.

For contract implementation, as noted in the response to Section B.8.1, Comdata will assign a project manager that will be involved on a daily basis from contract execution through the first billing of the State account, inclusively. Comdata will assign a Customer Relationship Representative to the State of Texas PSAs so that all accounts may contact one individual for all related issues. Comdata will conduct an Account Review quarterly with the State to review potential areas of savings to the State and to express any concerns. Subject to Texas Government Code §2162.102 (d), which allows local government entities to voluntarily participate in Council contracts, Comdata will assign a National Account Manager to market to political subdivisions and downstream local governments and municipalities that qualify to for this contract, on agreement with the State.

Fuel transactions for the State of Texas PSAs will be invoiced based on the closing OPIS net average price plus an adder, as indicated in Appendix J of the response. Transactions occurring on Saturday and Sunday will be based on closing Monday OPIS net average price plus the corresponding adder. The PSAs will receive a 2.5 cent per gallon discount/rebate at approximately 3,000 retail locations, as noted in Appendix J and Exhibit E, and a 2 cent per gallon discount at the truck stop locations also indicated in Appendix J and Exhibit E.

Pursuant to Item 2 of the Comdata/TransMontaigne response to Texas preliminary negotiation, dated November 4, 2005, an incentive rebate of 100 basis points shall apply to all fuel and related automotive goods and services purchases on the Comdata MasterCard.

The State is entitled to a MasterCard signing bonus, as specified in Exhibit E. The State will also receive an implementation cost sharing stipend of $2.50 per card for cards that have transaction activity within the timeframe specified in Appendix J of the response.

TransMontaigne will invoice each State of Texas PSA account on a monthly basis, and PSAs shall remit payment to TransMontaigne. There are no costs or fees to the State of Texas for the Comdata/TMG program, other than the adders stated in the response and included with the Comdata/TransMontaigne response to Texas preliminary negotiation, dated November 4, 2005.

Initial for identification:

State Council on Competitive Government

By: _____

Wayne Roberts, Chair Designee

Office of the Governor

Date: _____

By: _____

Ingrid K. Hansen, General Counsel, TBPC

Date: _____

Comdata Corporation

By: _____

Randy Morgan, Senior VP & General Manager

Business Services Division

Date: _____

TransMontaigne Product Services, Inc.

By: _____

Rick Eaton, Executive Vice President

Date: _____

EXHIBIT B OF CONTRACT NO. 050720-CCG-FC
Final Timeline and Deliverables

*Final transition plan to be delivered upon execution of the contract.

Initial for identification:

State Council on Competitive Government

By: _____

Wayne Roberts, Chair Designee

Office of the Governor

Date: _____

By: _____

Ingrid K. Hansen, General Counsel, TBPC

Date: _____

Comdata Corporation

By: _____

Randy Morgan, Senior VP & General Manager

Business Services Division

Date: _____

TransMontaigne Product Services, Inc.

By: _____

Rick Eaton, Executive Vice President

Date: _____

EXHIBIT C OF CONTRACT NO. 050720-CCG-FC
RFP

The attached true and correct copy of CCG's Request for Proposal is incorporated into Contract No. 050720-CCG-FC.

Initial for identification:

State Council on Competitive Government

By: _____

Wayne Roberts, Chair Designee

Office of the Governor

Date: _____

By: _____

Ingrid K. Hansen, General Counsel, TBPC

Date: _____

Comdata Corporation

By: _____

Randy Morgan, Senior VP & General Manager

Business Services Division

Date: _____

TransMontaigne Product Services, Inc.

By: _____

Rick Eaton, Executive Vice President

Date: _____

EXHIBIT D OF CONTRACT NO. 050720-CCG-FC
AUTHORIZED KEY PERSONNEL

This Exhibit D is incorporated into this Contract.

Authorized Key Personnel:

Name	Role	Phone	Email
Brian Truman	Director of Government Accounts	(801) 951-7044	btruman@comdata.com
Rebecca Appleton	Implementation Director	(615)-370-7606	rappleton@comdata.com
Kevin Hill	Implementation Project Manager	(615) 370-7487	khill@comdata.com
Ricky Johnston	Account Coordinator	(615) 370-7746	rjohnston@comdata.com
Tracy Sims	Customer Relations Rep.	(615) 370-7250	tsims@comdata.com
Tom Gustin	National Government Account Manager/Downstream Markets	(406) 431-5127	tgustin@comdata.com
Rob Ryan	TransMontaigne - Director of Energy Services	(303) 860-5324	RRyan@transmontaigne.com
Ryan Brook	TransMontaigne - Mgr of Energy Services	(303) 860-5304	RBrook@transmontaigne.com
Diane Casper	TransMontaigne Project Mgr	(303) 860-5375	DCasper@transmontaigne.com

Initial for identification:

State Council on Competitive Government

By: _____

Wayne Roberts, Chair Designee

Office of the Governor

Date: _____

By: _____

Ingrid K. Hansen, General Counsel, TBPC

Date: _____

Comdata Corporation

By: _____

Randy Morgan, Senior VP & General Manager

Business Services Division

Date: _____

TransMontaigne Product Services, Inc.

By: _____

Rick Eaton, Executive Vice President

Date: _____

EXHIBIT E OF CONTRACT NO. 050720-CCG-FC
Contractor's Proposal and the Contractor's Best and Final Offer

The attached true and correct copy of the Contractor's Proposal and the Contractor's Best and Final Offer is incorporated into Contract No.

Transmittal letter

Jim Scogin, Director
State Council on Competitive Government
1711 San Jacinto Blvd
Austin, TX 78701

Mr. Scogin:
On behalf of Comdata and TransMontaigne, we appreciate the opportunity to respond to the State of Texas Best and Final Offer for Retail Fuel Cards and Related Services, RFP No. 050720-CCG-FC. *We have included details on additional services, increased our incentive rebate and illustrated how our pricing model is favorable compared to retail pricing. Also, we have demonstrated how we can accelerate timelines and included added benefits to the State.*

Comdata is a leading provider of fuel card services and transaction processing. TransMontaigne is a licensed provider of gasoline and diesel with the ***legal*** ability to supply and distribute refined petroleum products on a nationwide basis (ultimate vendor status). With our strategic partnering and our seamless interface, we can provide services that are unmatched in the industry. As per the IRS ruling specific to Comdata/TransMontaigne, most important to the State of Texas is the fact that we can offer tax exemption for all gas, **diesel** and alternative fuel at the transaction level.

All fuel and maintenance work can be provided for the State at any location that accepts MasterCard, which will enable the State to continue to receive the necessary Level III data. In addition the Comdata card offers acceptance at fueling locations in **Mexico,** as well as **Aviation, Mobile** and **Marina** locations in the United States. The card can be used at **State owned** locations as well. Due to this universal acceptance the State of Texas would not need a separate card for each one of those functions or dual programs.

In closing, the Comdata MasterCard program offers the State of Texas several benefits unparalleled in this industry today: **Acceptability, Tax Exemption, National Discounts** and acceptance in **Mexico**. Our team will provide data integration with the current State of Texas fleet management system, and brings a "will-do", "can-do" attitude to provide the State of Texas a truly unique one-card solution and partnership for years to come.

Sincerely,

Brian Truman
Manager, Government Accounts
Comdata Corporation
5301 Maryland Way
Brentwood, TN 37027
btruman@comdata.com
Phone: (801) 951-7044
FAX: (801) 951-7049

Rick Eaton
Senior VP
TransMontaigne Product Services, Inc.
1670 Broadway, Suite 3100
Denver, CO 80202
reaton@transmontaigne.com
Phone: (303) 860-5301
FAX: (770) 650-3383

* (The Contractor's proposal is located in its original binder on file with the CCG staff)

Comdata Best and Final Offer #1

Additional services

COMDATA RESPONSE

Bulk Fuel - Comdata/TransMontaigne will work with the State of Texas to develop a bulk fuel solution customized to the individual State locations. We offer this additional service for many of our current customers. In order for Comdata/TMG to offer advantageous pricing more information on each facility would be required, such as, number of sites, physical locations, tank sizes, products dispensed, estimated volumes, etc. We would recommend that the State consider combining the gallons from all locations as a single purchase rather than fragmenting individual sites, therefore receiving the best price possible.

There are various methods by which Comdata can process bulk fuel transactions. Please consider the following:

1. Bulk fueling invoices per shipment can be processed through the Comdata MasterCard. Individual transaction detail for each load is accounted for in a separate process, but the bulk fuel expense is captured and consolidated within the fleet.

2. For customers that wish to capture the detail of outbound fuel spend, Comdata can install Comsite card readers at the bulk site pumps or interface to the State's existing card readers. The card reader operates much like an unattended card lock solution; only the pumps are onsite with the customer. Cardholders insert the cards into the readers, prompted data is collected and validated, and a signal is provided to activate the pump. The detail of the gallons pumped, price of fuel (as entered into the Comsite unit) and total cost is captured and provided back to the customer within the consolidated invoice file and transaction detail.

3. For customers that wish to capture the detail of outbound fuel spend, Comdata can install Comsite card readers at the bulk site pumps or interface to the State's existing card readers. The card reader operates much like an unattended card lock solution; only the pumps are onsite with the customer. Cardholders insert the cards into the readers, prompted data is collected and validated, and a signal is provided to activate the pump. The detail of the gallons pumped, price of fuel (as entered into the Comsite unit) and total cost is captured and provided back to the customer within the consolidated invoice file and transaction detail.

4. The Comdata Team works to create a complete supply chain management solution for bulk fuel implementations, and becomes the fuel supplier and inventory management experts for the fuel supply. The ComSite units or existing readers track outbound fuel expense. With this program, the bulk sites can be setup to mimic retail locations owned and operated by State of Texas, without the responsibility. In addition, the Comdata Team can work with State of Texas to incorporate the Comsite or interface with existing reader's installation expense into the cost of fuel, so the one-time capital expenditures are actually amortized over a period of "X" years.

NOTE: All fueling transactions (retail, mobile fuel, bulk, etc.) processed through Comdata funnel through to the same invoice and transaction data stream. Therefore, fuel spent through all methods for a particular vehicle or fleet of vehicles can be consolidated for fleet and expense management purposes.

Mobile fuel - Comdata currently has strategic partnerships in place and integrates with nearly 75 mobile fuel vendors throughout the United States, several being in Texas and adds vendor relationships regularly.

ComSite Equipment- The Comdata card can interface with all existing card reader manufacturers today but also carriers a line of low cost-high performance brand of card readers. This is a benefit to the State for two reasons: 1. Since we are selling our own equipment the State will find the pricing very attractive compared to others. 2. The State wouldn't need to deal with a separate company or third party for equipment. Comdata installs its own card readers and there would be no need for coordination with a third party. This benefits the

State in several ways. 1. Other fleet card vendors would recommend companies to the State and then the State would need to work with the vendor they choose. With Comdata, the State would avoid those situations and worries. 2. Other card reader companies accept the Comdata card; therefore, if the State already had a card reader vendor chosen, then Comdata would coordinate with that company. Once chosen as the vendor, Comdata would work with the State on a conversion plan and timeframe that would allow a smooth transition for the State fleets.

Less Interchange Rate - We offer a greater economic benefit to the State through an interchange rate that is half of that of the competitors. This is better for merchant relations for the State and allows for the State's volume to leverage strategic supplier discounts.

Comdata/TransMontaigne Emergency Fuel Management - Several states and many private sector companies have made Comdata/TransMontaigne a part of their emergency management plans. This allows and makes available fuel to all effected parts of the state and ensures that the state and other political subdivisions will receive fuel for the first responders and other agencies who are involved in any natural disaster. This is possible because of the availability to fuel at fuel terminals, pipelines and trucking carrier assets.

Downstream Marketing/Program Expansion - Comdata has hired Tom Gustin, a State fleet card manager with 29 years of government experience, the past 12 years of which have been spent marketing a state fleet card to political subdivisions of the State of Montana, adding 340 tax exempt fleet accounts to Montana's intergovernmental fleet fueling program. He also administered the State's purchasing card and travel programs.

Comdata will dedicate this resource to actively market Texas's program to eligible agencies by working initially on a consultative basis with State of Texas staff to identify key prospective agencies. Comdata will then proactively meet one-on-one with Texas agencies and establish contact with eligible agencies via conferences hosted by such organizations as the Texas League of Cities, the Texas Association of Counties, Texas School Boards Association, Texas Sheriffs Association and Texas Association of Public Purchasing Officers.

Tom Gustin, National Account Manager, will be responsible for signing up additional State fleets and eligible tax exempt entities, including local governments and municipalities. Tom was also the chief procurement officer for fuel, energy, fleet and purchasing cards for the State of Montana and knows the government language very well. He was responsible for training all other purchasing officers on writing and evaluating RFPs for the state.

MasterCard Enhanced Merchant Data Reporting (EMR)
The State will have the ability to track purchases from socio-economic categories and other demographic profiles of the organization's merchant base with MasterCard EMR. The web-based application provides comprehensive purchasing card transaction data with regular updates that enable organizations to view and download critical data in customized formats, including:

A comprehensive merchant category profile with information on 1099 status, business owner (e.g. minority-owned, woman-owned, or disabled-owner) and whether a company is a small business, disadvantaged, or has a specific certification

Other critical data like total spend, average ticket size, industry sector spending, man-dated supplier spend and large ticket spend that can help an organization manage its purchasing operations

Reports are available as PDF files, or in files that can easily imported into a database.

EMR is refreshed on a monthly basis and merchant and transaction data are retained for a rolling 16-month period; completed reports and files are maintained on the site for 3 months. To ensure accuracy of merchant socio-economic data, EMR uses validated data on over 14 million merchants supplied by.

MasterCard has ongoing activities in place to ensure tax identification data is verified, accurate, consistent and delivered in a timely manner. MasterCard works with Acquirers to review validate and correct this information

on a quarterly basis.

MasterCard has applied to become a QPCA designated payment card organization to better serve its customers in soliciting accurate merchant data. As a QPCA, MasterCard will have the authority to act on behalf of cardholders and merchants, will undertake TIN solicitation activities, participate in the IRS TIN Matching Program and provide IRS validated merchant data wherever possible. (Please see the attached document for details on EMR and sample screen shots)

OPIS Pricing Online Tracking - Comdata's Smart Buy Fuel System gives you greater control of your fuel cost by helping you make better fuel buying decisions. With this system, you can find the best-priced stations, negotiate discounts and benchmark fuel purchases for your fleet.
The Smart Buy Fuel System displays OPIS pricing for regular unleaded gasoline and diesel, by retail station for the entire United States. Using several search options, you can obtain a list of stations by state and city or for a specific zip code, within a three, five or 10-mile radius. Your search results will show all the locations on a map and a list of locations in order by price. You can also obtain rack-to-retail margins for each location giving you key information to negotiate discounts with chains and individual stations.

Real Time authorization— State of Texas employees can view all authorized transactions in a "real-time" environment. This functionality is available online to external customers. With the online enhancement, the State will be able to view transaction authorizations, declines and settlements as they occur in the field. Various queries/reports can be generated from the data provided. If the State is concerned about an employee, the manager can watch from his computer every step of the transaction in real time by that individual.

Truck Stop and Card Lock Locations - Comdata has numerous discount programs which are offered to the State of Texas, including locations such as:

1. Pac-Pride at cost + 3
2. Pilot Oil at two cents off retail or cost +4
3. Petro Shopping Centers at three cents off retail
4. Truck Stops of America at two cents off or cost + 5
5. Ambest locations at two cents a gallon off retail
6. Speedway locations with a discount starting at one cent a gallon with opportunity to grow
7. Action Express Marts at five cents off retail
8. Quick-Fuel at cost + 6
9. Dion Oil at cost + 7
10. Jump Oil at a discount up to .015 off retail
11. Lassus Brothers Oil at three cents off

CFN Network – Comdata/MasterCard acceptance within this network is by the individual site.

Comdata has historically played a major role and will continue to play a major role in working with our clients--both fleets and merchants--to collaborate for the benefit of all. Not only does Comdata work with fleets to negotiate discounts from retailers, but Comdata also assists with negotiations for card-lock activity, bulk (terminal) fuel, on-site (mobile fuel), and truck stop activity. Comdata is truly an "out-of-the-box" provider for helping fleets to obtain and manage these types of discount relationships. Comdata manages these discount relationships in multiple ways. Comdata provides real-time transaction re-pricing activity to a manual invoice to the merchant, while managing the program and funds for both our fleets and merchants. Comdata will also try to take full advantage of our aggregated volume for the benefit of all fleet accounts. Of course, this is not always possible, but Comdata will provide a solution for individual fleets and merchants.

Purchasing Card - The State of Texas could also use the card as a purchasing card and or fuel card if they chose to do so. This function could be turned on for just agency directors or others at the will of the program manger.

Payroll Card - The card could be used as a payroll card along with a fuel card for those employees that are un-banked or for temporary employees. The card could be used just for payroll for the above as well.

Travel & Expenses - The State of Texas could use the card as a Travel and Expense card along with using it as a fuel card and maintaining all the controls and functionality that the State needs for a successfully managed fuel program.

Accelerated timelines (Tab E Project Narrative and the Proposed Work Plan and Transition Plan

Comdata Response

Comdata can accelerate any and all timelines based on the State's desire to implement more expediently. With over 500 employees in our customer service area we can implement as quickly as desired by the State. Timelines provided in the original response were for example only. Once we have the dates from the State of when they would like to be implemented then we can back those numbers into the plan.

Timelines may be geared to the specific needs of the State, we offer tremendous flexibility in rollout and implementation and will commence immediately, identifying and taking action on the critical, time-sensitive elements. We will assign additional resources not accounted for in the original proposal.

Comdata will work within the State of Texas timeframe and can provide the State of Texas cards based on the states timeframe whether that is in 5 days or 30 days. Comdata can provide all the cards to the state within 5 business days from the time we receive the driver and vehicle information. Comdata has over 1,600 employees and 500 of them work in our service department that we can tap resources for to get the state cards, train state employees on iconnectdata.com and etc.

Our combined approach involves the creation of implementation SWAT teams, systematically divided based upon customer structure (i.e. geography, division, department, region, etc.) and led by a project manager(s). Team members are tasked with customer setup, card distribution and employee training.

The below is a sample implementation plan based on 30 days but could be adjusted to completion within 5 days if the State chooses.

ID	Task_Name	Duration	Estimated Start_Date
1	**Implementation Planning/Customer Assessment**	4 days	11/01/05 0:00
2	**Determine Account Structure(s)**	3 days	11/04/05 0:00
3	**Determine Card Structure**	3 days	11/04/05 0:00
4	**Reporting**	5 days	11/04/05 0:00
5	**Marketing, Training and Rollout Strategy**	7 days	11/10/05 0:00
6	**Comdata Internal Account Setup**	3 days	11/04/05 0:00
7	**Invoicing and Payment**	4 days	11/10/05 0:00
8	**Reports**	6 days	11/07/05 0:00
9	**Rollout/Implementation of Card order process**	5 days	11/02/05 0:00
10	**IConnectData (ICD) Setup**	7 days	11/24/05 0:00
11	**Card Ordering Process/Distribution**	6 days	11/15/05 0:00
12	**Daily Support and Maintenance**	4 days	11/27/05 0:00
	Total days	30 days	

Increased discounts (Tab M, Appendix J, Cost proposal J-3B)

Comdata Response

Comdata is pleased to increase its incentive rebate from 40 basis points to **70** basis points. Based on an estimated annual spending volume of $22 million, this would amount to a rebate of **$154,000** which represents

an increase of **$11,000** over our original response. This is an estimate of fuel spend and does not include any maintenance spend which is eligible for a rebate.

Lower Costs (Tab M, Appendix J, Cost Proposal J-5)

Comdata Response

Please note that the proposed pricing is highly advantageous to the State, especially in comparison to retail pricing. On the written response to questions submitted before our oral presentation, dated September 9, 2005, wherein we provided a price for Sept 9th as requested, at a specific Shell oil location in Austin which showed the State would have been paying **18 cents below** than retail on gasoline and **12 cents** on diesel.

Then, on the follow-up questions dated October 7, 2005, the State requested pricing at 33 stations in 11 different cities based on a date from July, 2005. The pricing from our response demonstrates that the State would have again been paying **below retail** at all locations, anywhere from **.002 to .06** cents a gallon. This pricing illustrates that Comdata proposes to maximize the value of State's fuel dollar, in comparison to retail.

Besides the favorable pricing offered, the State would also receive an additional **2.5 cents** off at the more than 3,381 discount locations in Texas.

All other pricing, discounts and incentives will remain as stated.

Distinguishing Benefits for the State of Texas

Some other advantages that would directly benefit the State of Texas include these following areas:

CARD ACCEPTANCE

1. Better rural coverage and merchant relations because:
    a. Merchant fees are about half of the competitor's proprietary card
    b. Most widely accepted business-to-business card worldwide
    c. Merchant receives full settlement for the transaction as Comdata applies for the taxes instead of the station or wholesaler
2. Card is universally accepted for all fuel products, enhancing the State's ability to purchase alternative fuels, such as E85 and Bio-diesel
3. Card is widely accepted at Marina and Aviation locations thus no need for dual cards.
4. Card is accepted in Mexico and Canada, thus precluding the need for dual cards or programs
5. The State of Texas can use the same card for Retail fuel as well as Bulk, On-site and Mobile fueling and receive one invoice.

MAINTENANCE PURCHASES

1. Card is widely accepted at maintenance and non-fuel locations and may be used for all fleet related purchases such as car washes, oil changes, tires, auto parts and service merchants, etc.
2. Comdata has the ability to pass Level 3 data from maintenance locations for comprehensive reporting of service, parts and labor provided
3. State is not bound by a $75 threshold, but has the ability to have separate dollar limits for car washes, oil changes, tires, etc.
4. The Comdata card can be used as a "virtual card" for expenditures.

TAX EXEMPTION

1. Federal Excise Tax on diesel is exempted at the transaction level, not posted as a lump sum credit in the month following
2. Fuel taxes are exempted at ALL accepting merchants including independent fuel merchants
3. Comdata/TransMontaigne files for the refund, the wholesaler and merchant are not burdened with the task of documenting and filing for each tax exempt sale

ACCOUNT AND DATA MANAGEMENT TOOLS

1. Smart Buy-- an online tool showing the least expensive retail and wholesale pricing in real-time, across the state and country
2. Ability to view transactions and authorizations in real-time without having to wait 48-72 hours for a transaction to post, and immediately determine if a driver enters the wrong PIN number, swipes the card incorrectly, etc.
3. Comprehensive data capture and reporting for both vehicle cards and driver cards
4. Can interface with mobile re-fuelers to capture data from fueling at remote locations
5. Technical services support provided to "map" transaction data directly into fleet management software
6. Ability to assign General Ledger coding to transactions and map the corresponding data to the agency's financial system
7. Comdata provides 15 levels of Hierarchy and reporting

CONTROLS

1. Cards can be reassigned/moved between accounts without having to reissue plastic
2. Pre-determined controls/purchase profiles may be assigned to a single card or an entire fleet
3. Controls allow for a one-time override with automatic reset to previous levels
4. Both soft-limits and hard-limits may be applied on the same card
5. All authorizations and transactions—on-site and retail--are processed internally by Comdata for greater control and more accurate data capture, thus eliminating third party "finger-pointing"
6. Comdata process all transactions internally providing more control and accurate data

FINANCIAL INCENTIVES

1. Signing bonus of $25,000
2. Incentive rebate of 70 basis points, based on total spend of fuel and maintenance
3. Implementation cost sharing of $2.50/card for cards activated within 90 days of contract signing
4. Discount of $0.025/gallon at over 3,381 retail locations
5. Discount of $0.02/gallon at over 115 truck stops
6. Speed of pay incentive of 25 basis points for payments twice monthly, 50 basis points for daily invoice remittance

Preliminary Negotiations Response

Laura Reardon
TBPC State Asset Systems
1711 San Jacinto Boulevard
Austin, TX 78701

Ms. Reardon:

The following represents Comdata/TransMontaigne's response to the State's request for preliminary negotiations, pursuant to Appendix C, Section C.12 of RFP No. 050720-CCG-FC.

1. The following is the revised adder pricing:

OPIS Rack Price	Diesel Adder	Unleaded 87 Octane Adder
Abilene	0.3791	0.3566
Amarillo	0.3279	0.3491
Austin	0.3895	0.3533
Beaumont	0.3934	0.3719
Houston	0.3809	0.3497
Brownsville	0.3753	0.3191
Dallas	0.3858	0.3368
Waskom	0.3721	0.3530
Lubbock	0.3700	0.3540
San Antonio	0.363	0.3403

An analysis of this pricing indicates that, when adding the applicable OPIS index to the adders, the resulting pricing is **less** than the corresponding retail price. The adder is net of Federal Excise Tax and is comprised of margin, freight and other applicable taxes and fees. If the State is determined to be exempt from any other taxes, Comdata/TransMontaigne will work closely with the State to process transactions net of those taxes.

Comdata/TransMontaigne will revisit the adders on a quarterly basis to maintain advantageous pricing for the State.

As a point of clarification, the previously offered Location/Merchant discounts of 2.5-cent discount at over 3,381 sites in Texas, and 115 truck stops also offer a 2-cent discount--both of these discounts are offered in addition to the adder price stated above.

2. Incentive Rebate:
   a. Comdata is pleased to **increase** its previous incentive rebate of 70 basis points, from the Best and Final Offer, to **100 basis points**. Based on an estimated annual spending volume of $22 million, this would amount to an annual rebate of **$220,000** which represents an increase of **$66,000** over our Best and Final response. The rebate will apply to the State's volume of maintenance purchases, as well, at the offered rate of 100 basis points.

   b. Further, please note that the rebate of 100 basis points offered is not contingent upon the State achieving any minimum purchase volume, nor is it tied to an average ticket or transaction size.

3. MasterCard Corporate Payment Solutions is offering a signing bonus of $37,500, subject to the terms stated below, **which represents an increase of $12,500 versus the previous offer.**

   MasterCard Corporate Payment Solutions is pleased to offer financial incentive funding for the selection of MasterCard International as the

exclusive payment brand for the State of Texas Fleet Card program. Our offer is based on program volume as provided by the issuers.

Fleet Card - $25MM annual spend

Based on the program volume (excludes cash advance and/or convenience check volumes), growth projections, and term of the agreement, the following Incentives have been approved.

- MasterCard Commitments:

* 3 year proposal:
* $37.5 thousand of upfront support tied to annual volume achievement targets (see below)
* 15 basis points on year 1 volume above $25MM
* 15 basis points on incremental volume in years 2 - 3, above the highest previous year
* 15 basis points on incremental volume in years 4 - 5, above the highest previous year

Program Volume Requirements

The upfront support is tied to the achievement of a minimum year 1 volume of $25 million, and the maintenance of at least that level for the remainder of the term. If the program fails to achieve the annual volume target, then the State of Texas/issuer will pay back to MasterCard a proportional amount of the initial incentive amount paid.

Quarterly and year end Management Information System (MIS) reporting for the State of Texas Fleet Card program will be required from the issuer to ensure all program requirements are being met.

This incentive will be provided to the State of Texas through the issuer for the State of Texas Fleet Card program. This incentive may already be incorporated into a MasterCard issuing bank financial incentive proposal and is contingent upon an executable agreement. The incentive will be available to the State of Texas at the beginning of the program contract date. - MasterCard.

All other terms and conditions of Comdata/TransMontaigne's previous offers are to remain as previously stated.

Sincerely,

Brian Truman, Manager – Public Sector

Tom Gustin, National Account Manager – Public Sector

Comdata/TransMontaigne

Final Negotiation Response

The following payment mechanism, discount structure and financial incentives were stated in Appendix J of the response and augmented in Comdata/TransMontaigne's response to the State's request for preliminary negotiations, pursuant to Appendix C, Section C.12 of RFP No. 050720-CCG-FC.

1. Comdata offers help with Implementation cost-sharing, and the transition from one vendor to another, with a $2.50 a card incentive for cards that have transaction activity within 90 days of contract execution.

2. A rebate of 2.5 cents per gallon will be applied for transactions at approximately 3,300 sites in Texas, and a rebate of 2 cents per gallon will be applied at approximately 115 truck stops in Texas. Rebates will be credited on a quarterly basis. Specific locations are named in (Table 2) of this exhibit.

3. An incentive rebate of 100 basis points shall apply to the purchase of fuel and related automotive goods and services on the Comdata MasterCard, and will be paid on a quarterly basis.

4. An early pay incentive of 25 basis points will be credited on twice monthly payments; payments made on a daily basis will receive an incentive of 50 basis points.

5. MasterCard Corporate Payment Solutions is offering a signing bonus of $37,500.

- MasterCard Commitments:
* 3 year proposal: -

* $37.5 thousand of upfront support

* 15 basis points on year 1 volume above $25MM
* 15 basis points on incremental volume in years 2 - 3, above the highest previous year
* 15 basis points on incremental volume in years 4 - 5, above the highest previous year

6. PRICING PROCESS

TransMontaigne will invoice State of Texas PSAs (Participating State Agencies) for fuel transactions, based on the OPIS Net Average price of the nearest OPIS Rack City for the day of the transaction, per the table that follows this section, plus the applicable adder for the corresponding product. Weekends and Holiday's will be priced off of the following business day's prices. The adder is net of Federal Excise Tax and is comprised of margin, freight and all applicable taxes and fees. If the applicable taxes and fees are adjusted during the term of the contract, the adders will be adjusted to reflect the change in the rates. If the State is determined to be exempt from any additional taxes, Comdata/TransMontaigne will work closely with the State to process each transaction net of those taxes.

Comdata/TransMontaigne will work with the State of Texas to evaluate and adjust, by mutual agreement, the quoted adders on a quarterly basis. The evaluation will ensure that pricing for the State of Texas, over time, remains competitive and at or better than the average levels of retail pump price with the federal excise taxes removed in each associated rack city. The current adders have been

created based on historical market data. We will work with the State of Texas to utilize their purchasing data, (i.e. fueling locations, brands of locations, volume purchased by location, and types of fuel products purchased) over an extended period of time to accurately represent the State's purchasing profile.

Comdata/TransMontaigne will provide the State of Texas a data file that will allow the ability to run reports on all State of Texas customers that will show locations, gallons, pump price, rack price, and rack prices with adder included.

The following adder pricing shall apply:

OPIS Net Average Rack Price	Diesel Adder	Unleaded 87 Octane Adder
Abilene	0.3791	0.3566
Amarillo	0.3279	0.3491
Austin	0.3895	0.3533
Beaumont	0.3934	0.3719
Houston	0.3809	0.3497
Brownsville	0.3753	0.3191
Dallas	0.3858	0.3368
Waskom	0.3721	0.3530
Lubbock	0.3700	0.3540
San Antonio	0.363	0.3403

Locations for rack prices are determined by county, a spreadsheet of which is attached (TABLE #1). We have mapped each city within a county to the nearest OPIS city, as well as taken the designated specs for each county into account.

Should additional rebates be negotiated by the State of Texas with fuel retail locations or with maintenance facilities, the associated discounts will be taken off of invoice and not returned in the form of a rebate.

Initial for identification:

State Council on Competitive Government

By: _____

Wayne Roberts, Chair Designee

Office of the Governor

Date: _____

By: _____

Ingrid K. Hansen, General Counsel, TBPC

Date: _____

Comdata Corporation

By: _____

Randy Morgan, Senior VP & General Manager

Business Services Division

Date: _____

TransMontaigne Product Services, Inc.

By: _____

Rick Eaton, Executive Vice President

Date: _____

TABLE #1 OF CONTRACT NO. 050720-CCG-FC
Contractor's Locations for rack prices by county

Texas County	Designated OPIS City	Miles From OPIS City		Texas County	Designated OPIS City	Miles From OPIS City
Anderson	DALLAS, TX	104.29		Collingsworth	AMARILLO, TX	111.92
Andrews	LUBBOCK, TX	108.5		Colorado	HOUSTON, TX	82.84
Angelina	BEAUMONT, TX	103.2		Comal	SAN ANTONIO, TX	36.16
Aransas	SAN ANTONIO, TX	161.5		Comanche	ABILENE, TX	96.85
Archer	ABILENE, TX	125.5		Concho	ABILENE, TX	88.9
Armstrong	AMARILLO, TX	47.3		Cooke	DALLAS, TX	73.21
Atascosa	SAN ANTONIO, TX	42.21		Coryell	AUSTIN, TX	96.64
Austin	HOUSTON, TX	65.83		Cottle	LUBBOCK, TX	124.75
Bailey	LUBBOCK, TX	72.1		Crane	LUBBOCK, TX	176.1
Bandera	SAN ANTONIO, TX	58.04		Crockett	ABILENE, TX	171.9
Bastrop	AUSTIN, TX	38.75		Crosby	LUBBOCK, TX	29.43
Baylor	ABILENE, TX	100.9		Culberson	LUBBOCK, TX	309.2
Bee	SAN ANTONIO, TX	94.11		Dallam	AMARILLO, TX	100.33
Bell	AUSTIN, TX	71.85		Dallas	DALLAS, TX	9.15
Bexar	SAN ANTONIO, TX	12.29		Dawson	LUBBOCK, TX	67.73
Blanco	AUSTIN, TX	52.4		De Witt	SAN ANTONIO, TX	83.98
Borden	LUBBOCK, TX	93.4		Deaf Smith	AMARILLO, TX	41.5
Bosque	DALLAS, TX	89.86		Delta	DALLAS, TX	86.15
Bowie	WASKOM, TX	89.82		Denton	DALLAS, TX	36.27
Brazoria	HOUSTON, TX	44.54		Dickens	LUBBOCK, TX	66.32
Brazos	HOUSTON, TX	96.64		Dimmit	SAN ANTONIO, TX	115.47
Brewster	LUBBOCK, TX	313.03		Donley	AMARILLO, TX	67.2
Briscoe	AMARILLO, TX	101.7		Duval	BROWNSVILLE, TX	156.1
Brooks	BROWNSVILLE, TX	108.1		Eastland	ABILENE, TX	64.59
Brown	ABILENE, TX	88.68		Ector	LUBBOCK, TX	143.62
Burleson	AUSTIN, TX	83.03		Edwards	SAN ANTONIO, TX	132.53
Burnet	AUSTIN, TX	46.43		El Paso	LUBBOCK, TX	340.87
Caldwell	AUSTIN, TX	38.41		Ellis	DALLAS, TX	36.37
Calhoun	HOUSTON, TX	136.98		Erath	DALLAS, TX	100.35
Callahan	ABILENE, TX	29.72		Falls	AUSTIN, TX	101.63
Cameron	BROWNSVILLE, TX	19.72		Fannin	DALLAS, TX	76.32
Camp	WASKOM, TX	86.5		Fayette	AUSTIN, TX	69.28
Carson	AMARILLO, TX	45.22		Fisher	ABILENE, TX	53.45
Cass	WASKOM, TX	58.45		Floyd	LUBBOCK, TX	61.26
Castro	AMARILLO, TX	64.77		Foard	ABILENE, TX	115.9
Chambers	BEAUMONT, TX	35.27		Fort Bend	HOUSTON, TX	30.96
Cherokee	WASKOM, TX	98.11		Franklin	WASKOM, TX	105.25
Childress	AMARILLO, TX	117.75		Freestone	DALLAS, TX	90.28
Clay	DALLAS, TX	126.34		Frio	SAN ANTONIO, TX	53.55
Cochran	LUBBOCK, TX	55.8		Gaines	LUBBOCK, TX	71.23
Coke	ABILENE, TX	71.05		Galveston	HOUSTON, TX	39.22
Coleman	ABILENE, TX	60.39		Garza	LUBBOCK, TX	48.1
Collin	DALLAS, TX	32.29		Gillespie	SAN ANTONIO, TX	85.82

Texas County	Designated OPIS City	Miles From OPIS City	Texas County	Designated OPIS City	Miles From OPIS City
Glass Cock	LUBBOCK, TX	137.4	Jones	ABILENE, TX	34.17
Goliad	SAN ANTONIO, TX	98.9	Karnes	SAN ANTONIO, TX	56.69
Gonzales	AUSTIN, TX	61.02	Kaufman	DALLAS, TX	37.84
Gray	AMARILLO, TX	63.76	Kendall	SAN ANTONIO, TX	40.58
Grayson	DALLAS, TX	68.72	Kenedy	BROWNSVILLE, TX	88.6
Gregg	WASKOM, TX	43.96	Kent	ABILENE, TX	84.6
Grimes	HOUSTON, TX	92.65	Kerr	SAN ANTONIO, TX	69.58
Guadalupe	SAN ANTONIO, TX	33.94	Kimble	SAN ANTONIO, TX	127.1
Hale	LUBBOCK, TX	40.29	King	LUBBOCK, TX	94.55
Hall	AMARILLO, TX	95.2	Kinney	SAN ANTONIO, TX	123.2
Hamilton	DALLAS, TX	106.85	Kleberg	BROWNSVILLE, TX	115.07
Hansford	AMARILLO, TX	89	Knox	ABILENE, TX	80.33
Hardeman	ABILENE, TX	137.9	La Salle	SAN ANTONIO, TX	97.45
Hardin	BEAUMONT, TX	32.76	Lamar	DALLAS, TX	112.89
Harris	HOUSTON, TX	15.17	Lamb	LUBBOCK, TX	52.4
Harrison	WASKOM, TX	19.11	Lampasas	AUSTIN, TX	83.4
Hartley	AMARILLO, TX	63.7	Lavaca	AUSTIN, TX	90.93
Haskell	ABILENE, TX	63.27	Lee	AUSTIN, TX	62.57
Hays	AUSTIN, TX	27.87	Leon	HOUSTON, TX	5
Hemphill	AMARILLO, TX	100.7	Liberty	BEAUMONT, TX	44.31
Henderson	DALLAS, TX	76.58	Limestone	DALLAS, TX	99.74
Hidalgo	BROWNSVILLE, TX	58.53	Lipscomb	AMARILLO, TX	135.18
Hill	DALLAS, TX	72.97	Live Oak	SAN ANTONIO, TX	78.94
Hockley	LUBBOCK, TX	34.94	Llano	AUSTIN, TX	78.29
Hood	DALLAS, TX	79.52	Loving	LUBBOCK, TX	187.3
Hopkins	DALLAS, TX	86.31	Lubbock	LUBBOCK, TX	5.37
Houston	HOUSTON, TX	119.2	Lynn	LUBBOCK, TX	31.15
Howard	LUBBOCK, TX	107.45	Madison	HOUSTON, TX	105.4
Hudspeth	LUBBOCK, TX	313.35	Marion	WASKOM, TX	40.3
Hunt	DALLAS, TX	57.11	Martin	LUBBOCK, TX	100.3
Hutchinson	AMARILLO, TX	49.32	Mason	AUSTIN, TX	103
Irion	ABILENE, TX	130.25	Matagorda	HOUSTON, TX	92.21
Jack	DALLAS, TX	102.45	Maverick	SAN ANTONIO, TX	148.38
Jackson	HOUSTON, TX	107.14	Mc Mullen	SAN ANTONIO, TX	79.75
Jasper	BEAUMONT, TX	47.67	McCulloch	ABILENE, TX	104.02
Jeff Davis	LUBBOCK, TX	319.95	McLennan	AUSTIN, TX	93.74
Jefferson	BEAUMONT, TX	9.95	Medina	SAN ANTONIO, TX	37.98
Jim Hogg	BROWNSVILLE, TX	157.2	Menard	ABILENE, TX	129.07
Jim Wells	SAN ANTONIO, TX	128	Midland	LUBBOCK, TX	119.76
Johnson	DALLAS, TX	47.85	Milam	AUSTIN, TX	75.31

Texas County	Designated OPIS City	Miles From OPIS City	Texas County	Designated OPIS City	Miles From OPIS City
Mills	AUSTIN, TX	106.45	Shackleford	ABILENE, TX	42.7
Mitchell	ABILENE, TX	69.4	Shelby	WASKOM, TX	61.74
Montague	DALLAS, TX	100.84	Sherman	AMARILLO, TX	80.4
Montgomery	HOUSTON, TX	44.44	Smith	WASKOM, TX	77.87
Moore	AMARILLO, TX	52.77	Somervell	DALLAS, TX	70.83
Morris	WASKOM, TX	84.34	Starr	BROWNSVILLE, TX	110.86
Motley	LUBBOCK, TX	88.83	Stephens	ABILENE, TX	66.4
Nacogdoches	WASKOM, TX	93.03	Sterling	ABILENE, TX	114
Navarro	DALLAS, TX	64.19	Stonewall	ABILENE, TX	60.75
Newton	BEAUMONT, TX	67.65	Sutton	ABILENE, TX	156.5
Nolan	ABILENE, TX	52.28	Swisher	AMARILLO, TX	51.6
Nueces	SAN ANTONIO, TX	144.63	Tarrant	DALLAS, TX	30.8
Ochiltree	AMARILLO, TX	109.27	Taylor	ABILENE, TX	9.11
Oldham	AMARILLO, TX	42.17	Terrell	SAN ANTONIO, TX	263.55
Orange	BEAUMONT, TX	20.45	Terry	LUBBOCK, TX	39.53
Palo Pinto	ABILENE, TX	87.9	Throckmorton	ABILENE, TX	70.05
Panola	WASKOM, TX	39.24	Titus	WASKOM, TX	97.45
Parker	DALLAS, TX	71.46	Tom Green	ABILENE, TX	96.58
Parmer	AMARILLO, TX	78.1	Travis	AUSTIN, TX	8.79
Pecos	LUBBOCK, TX	212.12	Trinity	BEAUMONT, TX	113.52
Polk	HOUSTON, TX	82.62	Tyler	BEAUMONT, TX	59.64
Potter	AMARILLO, TX	12.74	Upshur	WASKOM, TX	61.23
Presidio	LUBBOCK, TX	354.3	Upton	LUBBOCK, TX	175.3
Rains	DALLAS, TX	76.7	Uvalde	SAN ANTONIO, TX	78.3
Randall	AMARILLO, TX	14.79	Val Verde	SAN ANTONIO, TX	169.69
Reagan	ABILENE, TX	160.4	Van Zandt	DALLAS, TX	63.51
Real	SAN ANTONIO, TX	105.53	Victoria	SAN ANTONIO, TX	118.26
Red River	WASKOM, TX	130.67	Walker	HOUSTON, TX	72.12
Reeves	LUBBOCK, TX	239.97	Waller	HOUSTON, TX	45.08
Refugio	SAN ANTONIO, TX	136.44	Ward	LUBBOCK, TX	194.94
Roberts	AMARILLO, TX	76.9	Washington	HOUSTON, TX	74.18
Robertson	AUSTIN, TX	107.84	Webb	SAN ANTONIO, TX	156.91
Rockwall	DALLAS, TX	28.7	Wharton	HOUSTON, TX	67.04
Runnels	ABILENE, TX	57.65	Wheeler	AMARILLO, TX	109.14
Rusk	WASKOM, TX	60.82	Wichita	DALLAS, TX	143.55
Sabine	WASKOM, TX	102.28	Wilbarger	ABILENE, TX	154.84
San Augustine	WASKOM, TX	82.7	Willacy	BROWNSVILLE, TX	51.98
San Jacinto	HOUSTON, TX	76.25	Williamson	AUSTIN, TX	31.51
San Patricio	SAN ANTONIO, TX	137.18	Wilson	SAN ANTONIO, TX	35.32
San Saba	AUSTIN, TX	105.4	Winkler	LUBBOCK, TX	159.45
Schleicher	ABILENE, TX	134.6	Wise	DALLAS, TX	68.49
Scurry	ABILENE, TX	79.32	Wood	DALLAS, TX	90.88

Texas County	Designated OPIS City	Miles From OPIS City
Yoakum	LUBBOCK, TX	75.2
Young	ABILENE, TX	95.14
Zapata	BROWNSVILLE, TX	152.23
Zavala	SAN ANTONIO, TX	98.37

TABLE #2 OF CONTRACT NO. 050720-CCG-FC
Contractor's list of discount retail locations and truck stop locations.

Up to date documentation can be found on the Comdata website. In addition Contractor will send to the contract administrator on a quarterly basis a compact disk of the updated locations.

AMENDMENT NO.1
TO THE
CONTRACT FOR RETAIL FUEL CARD AND RELATED SERVICES
BETWEEN
THE STATE COUNCIL ON COMPETITIVE GOVERNMENT, BY AND FOR
THE TEXAS BUILDING AND PROCUREMENT COMMISSION
AND
COMDATA CORPORATION / TRANSMONTAIGNE PRODUCT SERVICES, INC.
Contract No. 050720-CCG-FC

The State Council on Competitive Government, hereinafter referred to as the "Council," and Comdata Corporation / TransMontaigne Product Services, Inc., hereinafter referred to as "Contractor," do hereby agree to amend the contract for Retail Fuel Card and related Services, hereinafter referred to as the "Contract." effective February 26, 2006, between the Council by and for the Texas Building and Procurement Commission ("TBPC" and "Contract Administrator") and the Contractor.

RECITALS

WHEREAS, the Council and Contractor previously entered into that certain Contract effective as of February 26, 2006; and desire to amend the Contract effective as of the execution of this amendment.

WHEREAS, accordingly, the Council and the Contractor desire to amend language in Exhibit E, Final Negotiation Response.

NOW, THEREFORE, in consideration of mutual covenants and agreements, herein contained, the Council and Contractor hereby agree to the following change in Exhibit E, Final Negotiation Response:

1. Comdata offers help with Implementation cost-sharing, and the transition from one vendor to another, with a $2.50 a card incentive for cards that have transaction activity within ~~90 days~~ **120 days** of contract execution.

1. Except as amended herein, the Contract shall remain in force and effect throughout its term.

IN WITNESS WHEREOF, the parties have caused this Amendment No.1 to be executed in duplicate counterparts each of which shall be deemed to be an original. Such counterparts together constitute only one instrument.

This amendment is not effective/executed unless and until it is signed by the Council's Chair Designee or Director and by the Contractor's authorized representative.

State Council on Competitive Government

Date: April 26, 2006

By: _____

Jim Scogin
Director
State Council on Competitive Government

Comdata Corporation

Date: April 20, 2006

By: Brian Truman Manager Public Sector

Randy Morgan
Senior Vice President & General Manager

AMENDMENT NO. 2
TO THE
CONTRACT FOR RETAIL FUEL CARD AND RELATED SERVICES
BETWEEN
THE STATE COUNCIL ON COMPETITIVE GOVERNMENT, BY AND FOR
THE TEXAS BUILDING AND PROCUREMENT COMMISSION
AND
COMDATA CORPORATION / TRANSMONTAIGNE PRODUCT SERVICES, INC.
Contract No. 050720-CCG-FC

The State Council on Competitive Government (the "Council") and Comdata Corporation / TransMontaigne Product Services, Inc. ("Contractor") do hereby agree to amend the contract for retail fuel card and related services, effective February 26, 2006, between the Council, by and for the Texas Building and Procurement Commission ("TBPC" or "Contract Administrator"), and the Contractor (the "Contract").

RECITALS

WHEREAS, the Council and Contractor previously entered into the Contract and now desire to amend the Contract; and

WHEREAS, the Council and the Contractor agree that revisions to amend Table No. 1 of Exhibit E are necessary to properly reflect the Contractor's locations for rack prices by counties;

NOW, THEREFORE, the Council and Contractor hereby agree to delete Table No. 1 of Exhibit E in its entirety and substitute Table No. 1-A attached hereto and incorporated by reference herein for all purposes. Table No. 1-A is comprised of six (6) pages. Deletions are denoted by strikethrough font, and additions are in bold, underlined font.

1. Except as amended herein, the Contract shall remain in force and effect throughout its term.
2. This amendment is effective as of the date the last party signs this agreement.

IN WITNESS WHEREOF, the parties have caused this Amendment No.2 to be executed in duplicate counterparts each of which shall be deemed to be an original. Such counterparts together constitute only one instrument.

This amendment is not effective/executed unless and until it is signed by the Council's Chair Designee or Director and by the Contractor's authorized representative.

State Council on Competitive Government

Date: 5-30-06

By: _____
Jim Scogin
Director
State Council on Competitive Government

Comdata Corporation

Date: 5-25-06

By: _____
Randy Morgan
Senior Vice President & General Manager

TransMontaigne Product Services, Inc.

Date: _____

By: 5/23/06

Rick Eaton, Executive Vice President

TABLE No. 1-A OF CONTRACT NO. 050720-CCG-FC
Contractor's Locations for rack prices by county

Texas County	Designated OPIS City	Miles From OPIS City
Anderson	DALLAS, TX	104.29
Andrews	LUBBOCK, TX	108.5
Angelina	BEAUMONT, TX	103.2
Aransas	SAN ANTONIO, TX	161.5
Archer	ABILENE, TX	125.5
Armstrong	AMARILLO, TX	47.3
Atascosa	SAN ANTONIO, TX	42.21
Austin	HOUSTON, TX	65.83
Bailey	LUBBOCK, TX	72.1
Bandera	SAN ANTONIO, TX	58.04
Bastrop	AUSTIN, TX	38.75
Baylor	ABILENE, TX	100.9
Bee	SAN ANTONIO, TX	94.11
Bell	AUSTIN, TX	71.85
Bexar	SAN ANTONIO, TX	12.29
Blanco	AUSTIN, TX	52.4
Borden	LUBBOCK, TX	93.4
Bosque	DALLAS, TX	89.86
Bowie	WASKOM, TX	89.82
Brazoria	HOUSTON, TX	44.54
Brazos	HOUSTON, TX	96.64
Brewster	LUBBOCK, TX	313.03
Briscoe	AMARILLO, TX	101.7
Brooks	BROWNSVILLE, TX	108.1
Brown	ABILENE, TX	88.68
Burleson	AUSTIN, TX	83.03
Burnet	AUSTIN, TX	46.43
Caldwell	AUSTIN, TX	38.41
Calhoun	HOUSTON, TX	136.98
Callahan	ABILENE, TX	29.72
Cameron	BROWNSVILLE, TX	19.72
Camp	WASKOM, TX	86.5
Carson	AMARILLO, TX	45.22
Cass	WASKOM, TX	58.45
Castro	AMARILLO, TX	64.77
~~Chambers~~	~~BEAUMONT, TX~~	~~35.27~~
Chambers	HOUSTON, TX	48.36
Cherokee	WASKOM, TX	98.11
Childress	AMARILLO, TX	117.75
~~Clay~~	~~DALLAS, TX~~	~~126.34~~
Clay	ABILENE	187.2
Cochran	LUBBOCK, TX	55.8
Coke	ABILENE, TX	71.05
Coleman	ABILENE, TX	60.39
Collin	DALLAS, TX	32.29
Collingsworth	AMARILLO, TX	111.92

~~Colorado~~	~~HOUSTON, TX~~	~~82.84~~
Colorado	AUSTIN, TX	88.38
Comal	SAN ANTONIO, TX	36.16
Comanche	ABILENE, TX	96.85
Concho	ABILENE, TX	88.9
Cooke	DALLAS, TX	73.21
Coryell	AUSTIN, TX	96.64
Cottle	LUBBOCK, TX	124.75
Crane	LUBBOCK, TX	176.1
Crockett	ABILENE, TX	171.9
Crosby	LUBBOCK, TX	29.43
Culberson	LUBBOCK, TX	309.2
Dallam	AMARILLO, TX	100.33
Dallas	DALLAS, TX	9.15
Dawson	LUBBOCK, TX	67.73
De Witt	SAN ANTONIO, TX	83.98
Deaf Smith	AMARILLO, TX	41.5
Delta	DALLAS, TX	86.15
Denton	DALLAS, TX	36.27
Dickens	LUBBOCK, TX	66.32
Dimmit	SAN ANTONIO, TX	115.47
Donley	AMARILLO, TX	67.2
Duval	BROWNSVILLE, TX	156.1
Eastland	ABILENE, TX	64.59
Ector	LUBBOCK, TX	143.62
Edwards	SAN ANTONIO, TX	132.53
El Paso	LUBBOCK, TX	340.87
Ellis	DALLAS, TX	36.37
~~Erath~~	~~DALLAS, TX~~	~~99.35~~
Erath	ABILENE, TX	122.76
Falls	AUSTIN, TX	101.63
Fannin	DALLAS, TX	76.32
Fayette	AUSTIN, TX	69.28
Fisher	ABILENE, TX	53.45
Floyd	LUBBOCK, TX	61.26
Foard	ABILENE, TX	115.9
Fort Bend	HOUSTON, TX	30.96
Franklin	WASKOM, TX	105.25
Freestone	DALLAS, TX	90.28
Frio	SAN ANTONIO, TX	53.55
Gaines	LUBBOCK, TX	71.23
Galveston	HOUSTON, TX	39.22
Garza	LUBBOCK, TX	48.1
Gillespie	SAN ANTONIO, TX	85.82
Glass Cock	LUBBOCK, TX	137.4
Goliad	SAN ANTONIO, TX	98.9
Gonzales	AUSTIN, TX	61.02
Gray	AMARILLO, TX	63.76
Grayson	DALLAS, TX	68.72
Gregg	WASKOM, TX	43.96
Grimes	HOUSTON, TX	92.65
Guadalupe	SAN ANTONIO, TX	33.94

Hale	LUBBOCK, TX	40.29
Hall	AMARILLO, TX	95.2
~~Hamilton~~	~~DALLAS, TX~~	~~106.85~~
Hamilton	ABILENE	124.84
Hansford	AMARILLO, TX	89
Hardeman	ABILENE, TX	137.9
Hardin	BEAUMONT, TX	32.76
Harris	HOUSTON, TX	15.17
Harrison	WASKOM, TX	19.11
Hartley	AMARILLO, TX	63.7
Haskell	ABILENE, TX	63.27
Hays	AUSTIN, TX	27.87
Hemphill	AMARILLO, TX	100.7
Henderson	DALLAS, TX	76.58
Hidalgo	BROWNSVILLE, TX	58.53
Hill	DALLAS, TX	72.97
Hockley	LUBBOCK, TX	34.94
Hood	DALLAS, TX	79.52
Hopkins	DALLAS, TX	86.31
~~Houston~~	~~HOUSTON, TX~~	~~119.2~~
Houston	WASKOM	148.5
Howard	LUBBOCK, TX	107.45
Hudspeth	LUBBOCK, TX	313.35
Hunt	DALLAS, TX	57.11
Hutchinson	AMARILLO, TX	49.32
Irion	ABILENE, TX	130.25
~~Jack~~	~~DALLAS, TX~~	~~102.45~~
Jack	ABILENE	103.45
Jackson	HOUSTON, TX	107.14
Jasper	BEAUMONT, TX	47.67
Jeff Davis	LUBBOCK, TX	319.95
Jefferson	BEAUMONT, TX	9.95
Jim Hogg	BROWNSVILLE, TX	157.2
Jim Wells	SAN ANTONIO, TX	128
Johnson	DALLAS, TX	47.85
Jones	ABILENE, TX	34.17
Kaufman	DALLAS, TX	37.84
Kendall	SAN ANTONIO, TX	40.58
Kenedy	BROWNSVILLE, TX	88.6
Kent	ABILENE, TX	84.6
Kerr	SAN ANTONIO, TX	69.58
Kimble	SAN ANTONIO, TX	127.1
King	LUBBOCK, TX	94.55
Kinney	SAN ANTONIO, TX	123.2
Kleberg	BROWNSVILLE, TX	115.07
Knox	ABILENE, TX	80.33
La Salle	SAN ANTONIO, TX	97.45
Lamar	DALLAS, TX	112.89
Lamb	LUBBOCK, TX	52.4
Lampasas	AUSTIN, TX	83.4
Lavaca	AUSTIN, TX	90.93
Lee	AUSTIN, TX	62.57

~~Leon~~	~~HOUSTON, TX~~	~~5~~
Leon	DALLAS, TX	123.24
~~Liberty~~	~~BEAUMONT, TX~~	~~44.31~~
Liberty	HOUSTON, TX	42.12
Limestone	DALLAS, TX	99.74
Lipscomb	AMARILLO, TX	135.18
Live Oak	SAN ANTONIO, TX	78.94
Llano	AUSTIN, TX	78.29
Loving	LUBBOCK, TX	187.3
Lubbock	LUBBOCK, TX	5.37
Lynn	LUBBOCK, TX	31.15
Madison	HOUSTON, TX	105.4
Marion	WASKOM, TX	40.3
Martin	LUBBOCK, TX	100.3
Mason	AUSTIN, TX	103
Matagorda	HOUSTON, TX	92.21
Maverick	SAN ANTONIO, TX	148.38
Mc Mullen	SAN ANTONIO, TX	79.75
McCulloch	ABILENE, TX	104.02
McLennan	AUSTIN, TX	93.74
Medina	SAN ANTONIO, TX	37.98
Menard	ABILENE, TX	129.07
Midland	LUBBOCK, TX	119.76
Milam	AUSTIN, TX	75.31
Mills	AUSTIN, TX	106.45
Mitchell	ABILENE, TX	69.4
Montague	DALLAS, TX	100.84
Montgomery	HOUSTON, TX	44.44
Morris	WASKOM, TX	84.34
Motley	LUBBOCK, TX	88.83
Nacogdoches	WASKOM, TX	93.03
Navarro	DALLAS, TX	64.19
Newton	BEAUMONT, TX	67.65
Nolan	ABILENE, TX	52.28
Nueces	SAN ANTONIO, TX	144.63
Ochiltree	AMARILLO, TX	109.27
Oldham	AMARILLO, TX	42.17
Orange	BEAUMONT, TX	20.45
Palo Pinto	ABILENE, TX	87.9
Panola	WASKOM, TX	39.24
Parker	DALLAS, TX	71.46
Parmer	AMARILLO, TX	78.1
Pecos	LUBBOCK, TX	212.12
~~Polk~~	~~HOUSTON, TX~~	~~82.62~~
Polk	BEAUMONT, TX	86.96
Potter	AMARILLO, TX	12.74
Presidio	LUBBOCK, TX	354.3
Rains	DALLAS, TX	76.7
Randall	AMARILLO, TX	14.79
Reagan	ABILENE, TX	160.4
Real	SAN ANTONIO, TX	105.53
Red River	WASKOM, TX	130.67

Reeves	LUBBOCK, TX	239.97
Refugio	SAN ANTONIO, TX	136.44
Roberts	AMARILLO, TX	76.9
Robertson	AUSTIN, TX	107.84
Rockwall	DALLAS, TX	28.7
Runnels	ABILENE, TX	57.65
Rusk	WASKOM, TX	60.82
Sabine	WASKOM, TX	102.28
San Augustine	WASKOM, TX	82.7
~~San Jacinto~~	~~HOUSTON, TX~~	~~76.25~~
San Jacinto	BEAUMONT, TX	106.35
San Patricio	SAN ANTONIO, TX	137.18
San Saba	AUSTIN, TX	105.4
Schleicher	ABILENE, TX	134.6
Scurry	ABILENE, TX	79.32
Shackleford	ABILENE, TX	42.7
Shelby	WASKOM, TX	61.74
Sherman	AMARILLO, TX	80.4
Smith	WASKOM, TX	77.87
Somervell	DALLAS, TX	70.83
Starr	BROWNSVILLE, TX	110.86
Stephens	ABILENE, TX	66.4
Sterling	ABILENE, TX	114
Stonewall	ABILENE, TX	60.75
Sutton	ABILENE, TX	156.5
Swisher	AMARILLO, TX	51.6
Tarrant	DALLAS, TX	30.8
Taylor	ABILENE, TX	9.11
Terrell	SAN ANTONIO, TX	263.55
Terry	LUBBOCK, TX	39.53
Throckmorton	ABILENE, TX	70.05
Titus	WASKOM, TX	97.45
Tom Green	ABILENE, TX	96.58
Travis	AUSTIN, TX	8.79
Trinity	BEAUMONT, TX	113.52
Tyler	BEAUMONT, TX	59.64
Upshur	WASKOM, TX	61.23
Upton	LUBBOCK, TX	175.3
Uvalde	SAN ANTONIO, TX	78.3
Val Verde	SAN ANTONIO, TX	169.69
Van Zandt	DALLAS, TX	63.51
Victoria	SAN ANTONIO, TX	118.26
Walker	HOUSTON, TX	72.12
Waller	HOUSTON, TX	45.08
Ward	LUBBOCK, TX	194.94
~~Washington~~	~~HOUSTON, TX~~	~~74.18~~
Washington	AUSTIN, TX	89.38
Webb	SAN ANTONIO, TX	158.91
Wharton	HOUSTON, TX	67.04
Wheeler	AMARILLO, TX	109.14
~~Wichita~~	~~DALLAS, TX~~	~~143.55~~
Wichita	ABILENE, TX	152.59

Wilbarger	ABILENE, TX	154.84
Willacy	BROWNSVILLE, TX	51.98
Williamson	AUSTIN, TX	31.51
Wilson	SAN ANTONIO, TX	35.32
Winkler	LUBBOCK, TX	159.45
Wise	DALLAS, TX	68.49
Wood	DALLAS, TX	90.88
Yoakum	LUBBOCK, TX	75.2
Young	ABILENE, TX	95.14
Zapata	BROWNSVILLE, TX	152.23
Zavala	SAN ANTONIO, TX	98.37

AMENDMENT NO. 3
TO THE
CONTRACT FOR RETAIL FUEL CARD AND RELATED SERVICES
BETWEEN
THE STATE COUNCIL ON COMPETITIVE GOVERNMENT, BY AND FOR THE TEXAS BUILDING AND PROCUREMENT COMMISSION
AND
COMDATA CORPORATION / TRANSMONTAIGNE PRODUCT SERVICES, INC.
Contract No. 050720-CCG-FC

The State Council on Competitive Government (the "Council") and Comdata Corporation / TransMontaigne Product Services, Inc. ("Contractor") do hereby agree to amend the contract for retail fuel card and related services, effective February 26, 2006, between the Council, by and for the Texas Building and Procurement Commission ("TBPC" or "Contract Administrator"), and the Contractor (the "Contract").

RECITALS

WHEREAS, the Council and Contractor previously entered into the Contract and now desire to amend the Contract; and

WHEREAS, the Council and the Contractor agree that revisions to the adder pricing in the Preliminary Negotiations Response and in Section 6 PRICING PROCESS of the Final Negotiation Response of Exhibit E are necessary to properly reflect the **$.001 Leaking Underground Storage Tank (LUST) Trust Fund tax and the State's tax profile; and**

WHEREAS, the Council and the Contractor agree that if fuel is purchased outside the State of Texas the State will be invoiced pump price minus any federal excise taxes and any additional applicable excise taxes; and

WHEREAS, the Council and the Contractor agree to further amend Exhibit E, Final Negotiated Response with respect to the $2.50 per activated card incentive; and

NOW, THEREFORE, the Council and Contractor hereby amend the Contract as follows:

1. The parties agree to delete the adder pricing of Exhibit E in its entirety and substitute Table No. 2-A attached hereto and incorporated by reference herein for all purposes. Table No. 2-A is comprised of one (1) page. Deletions are denoted by strikethrough font, and additions are in bold, underlined font.

2. The parties further agree that, in the event the Contractor signs and returns this amendment to the Council by June 12, 2006, the adder pricing in Table No. 2-A shall be in effect as of the billing cycle commencing May 1, 2006; provided however, that should the Contractor return the signed amendment after June 12, 2006, the adder pricing in Table No. 2-A shall be in effect as of the next billing cycle.

3. The parties agree that the any invoicing for fuel purchased while traveling outside the state of Texas will be invoiced at the rate of pump price minus any federal excise taxes and any additional applicable excise taxes.

4. The parties agree to expand the number of days within which the State is eligible to receive a $2.50 per card incentive for new cards with transaction activity from 120 days as stated in Amendment # 1 to 150 days.

5. Except as amended herein, the Contract shall remain in force and effect throughout its term.

IN WITNESS WHEREOF, the parties have caused this Amendment No. 3 to be executed in duplicate counterparts each of which shall be deemed to be an original. Such counterparts together constitute only one instrument.

This amendment is not effective/executed unless and until it is signed by the Council's Chair Designee or Director and by the Contractor's authorized representative.

State Council on Competitive Government

Date: **"EXECUTED 6-13-2006"**

By:_____
Wayne Roberts, Chair Designee
Office of the Governor
State Council on Competitive Government

Comdata Corporation

Date: _____

By:_____
Randy Morgan
Senior Vice President & General Manager

TransMontaigne Product Services, Inc.

Date: _____

By: _____

Rick Eaton, Executive Vice President

TABLE No. 2-A OF CONTRACT NO. 050720-CCG-FC
Contractor's Revised Adders

OPIS Net Average Rack Price	~~Diesel Adder~~	~~Unleaded 87 Octane Adder~~	Diesel Adder	Unleaded 87 Octane Adder
Abilene	~~0.3791~~	~~0.3566~~	0.3801	0.3576
Amarillo	~~0.3279~~	~~0.3491~~	0.3289	0.3501
Austin	~~0.3895~~	~~0.3533~~	0.3905	0.3543
Beaumont	~~0.3934~~	~~0.3719~~	0.3944	0.3729
Houston	~~0.3800~~	~~0.3497~~	0.3819	0.3507
Brownsville	~~0.3753~~	~~0.3191~~	0.3763	0.3201
Dallas	~~0.3858~~	~~0.3368~~	0.3868	0.3378
Waskom	~~0.3721~~	~~0.3530~~	0.3731	0.3540
Lubbock	~~0.3700~~	~~0.3540~~	0.3710	0.3550
San Antonio	~~0.363~~	~~0.3403~~	0.364	0.3413

AMENDMENT NO. 4
TO THE
CONTRACT FOR RETAIL FUEL CARD AND RELATED SERVICES
BETWEEN
THE STATE COUNCIL ON COMPETITIVE GOVERNMENT, BY AND FOR THE COMPTROLLER OF PUBLIC ACCOUNTS
AND
COMDATA CORPORATION / TRANSMONTAIGNE PRODUCT SERVICES, INC.
Contract No. 050720-CCG-FC

The State Council on Competitive Government (the "Council") and Comdata Corporation / TransMontaigne Product Services, Inc. ("Contractor") do hereby agree to amend the contract for retail fuel card and related services, effective February 26, 2006, between the Council, by and for the Comptroller of Public Accounts ("CPA" or "Contract Administrator"), and the Contractor (the "Contract").

RECITALS

WHEREAS, the Council executed the Contract, by and for the Texas Building and Procurement Commission ("TBPC") with the Contractor on February 26, 2006;

WHEREAS, the Council and the Contractor executed Amendment #1 to the Contract on April 26, 2006, to revise the time periods for incentives;

WHEREAS, the Council and the Contractor executed Amendment #2 to the Contract on May 30, 2006 to properly reflect the Contractor's locations for rack prices by counties;

WHEREAS, the Council and the Contractor executed Amendment #3 to the Contract on June 13, 2006 to describe the process that will take place when fuel is purchased out of state and to increase the adder prices by $.001 to allow for the Leaking Underground Storage Tank Tax that was extended;

WHEREAS, pursuant to House Bill 3560 of the 80th Legislature, Regular Session, those powers and duties which were not retained by the Texas Facilities Commission, *e.g.* statewide procurement functions of TBPC, were transferred to the Comptroller of Public Accounts ("CPA") on September 1, 2007; and,

WHEREAS, the Council and the Contractor now desire to amend the Contract, effective July 1, 2008, to address billings for transactions that are transmitted to Contractor as "fuel adjustments," "miscellaneous fuel" and "other fuel" (collectively, the "Miscellaneous Transactions");

NOW, THEREFORE, the Council and the Contractor, in consideration for the mutual covenants and agreements contained herein, agree that the Contract is respectively amended and modified to add the following requirements:

All Miscellaneous Transactions for the time period September 1, 2007 through June 30, 2008 ("Ten Month Period") and all Miscellaneous Transactions beginning July 1, 2008 going forward shall be handled as follows:

1. Miscellaneous Transactions categorized as a 'Fuel Adjustment' paid at the pump (Merchant Category Code 5542) that Contractor determines in its reasonable discretion to be a purchase of fuel will continue to be invoiced with the appropriate fuel Federal Excise taxes removed, based on the credit card history, and not included in the Pass-Through Threshold noted below.

2. The Miscellaneous Transactions for the Ten Month Period will be billed separately from the regular monthly invoice to each agency at the original purchase amount as regular transactions.

3. Outstanding Miscellaneous Transactions for the Ten Month Period will be clearly identified by date range in the billing as outstanding for the period. These invoices will be subject to the Texas Prompt Payment Act based on the invoice date.

4. All Miscellaneous Transaction beginning July 1, 2008 below the Pass-Through Threshold noted below will be billed as regular (non-fuel) transactions and will be included in regular monthly invoices.

5. Contractor will use its commercially reasonable efforts to prevent the number of Miscellaneous Transactions invoiced in any month from exceeding three percent (3%) of the total number of transactions invoiced for that month (the "Pass-Through Threshold"). If Miscellaneous Transactions going forward exceed the Pass-Through Threshold (except for reasons of force majeure, as defined by in Section 11.28 of the original RFP) in more than 2 months during the term of the Contract, then the Contractor shall suspend billing for all Miscellaneous Transactions until a corrective action plan is put in place and the transactions level is within the agreed upon limit. Once the action plan is in place and the transaction thresholds are in place, billing for Miscellaneous Transactions will resume as stated above. The Contractor will continue to pursue decreasing the number of pass through transactions by working closely with the merchants and MasterCard.

6. The parties agree that these terms constitute the entire agreement to resolve the Miscellaneous Transactions and shall be incorporated into the Contract.

The Council and the Contractor agree that with each rebate payment, the Contractor will submit to the Council a settlement statement signed by the Contractor's finance officer detailing the rebate calculations. The statement will attest to the methodology applied to the rebate calculation and will be consistent with generally accepted accounting practices.

The parties have caused this Amendment No. 4 to be executed in duplicate counterparts, each of which shall be deemed to be an original. Such counterparts together constitute only one instrument.

This amendment is not effective/executed unless and until it is signed by the Council's Chair Designee or Director and by the Contractor's authorized representative. By the signing of this amendment, the parties hereto understand and agree that this amendment is hereby made a part of the Contract, as though the amendment were set forth word-for-word therein.

The Contract is amended only as expressly provided in this Amendment No. 4. Except as expressly modified by this Amendment No 4, the terms of the Contract remain unchanged, and the Contract is hereby ratified and confirmed by the parties in all respects. In the event of any inconsistency between the terms of the Contract and the terms of this Amendment No. 4, this Amendment No. 4 shall prevail.

State Council on Competitive Government

Date: 4-24-09

By: _____

Comdata Corporation

Date: 8-22-08

By: _____

Randy Morgan
Senior Vice President & General Manager

TransMontaigne Product Services, Inc.

Date: August 19, 2008

By: _____

Rod Hilt
Executive Vice President

STATE OF TEXAS
SERVICE CONTRACT ISSUED UNDER
RETAIL FUEL CARD AND RELATED SERVICES CONTRACT BETWEEN THE STATE COUNCIL ON COMPETATIVE GOVERNMENT BY AND FOR THE TEXAS BUILDING AND PROCUREMENT COMMISSION
CONTRACT NO. 050720-CCG-FC

Definitions:

"Agreement" means: that certain contract for electronic fuel dispensing and fleet card processor services by and between the State Council on Competitive Government by and for the Texas Building and Procurement Commission ("TBPC"), COMDATA NETWORK, INC. ("Comdata") and TransMontaigne Product Services, Inc. ("TransMontaigne") dated February, 2006 (Comdata and TransMontaigne are hereinafter referred to as "Contractor").

Participating State Agency

HIDALGO COUNTY
(Legal Name of Entity)

100 E CANO 4TH FLOOR
(Billing Address)

EDINBURG, TEXAS 78539
(City, State and Zip Code)

74-6000717
[Federal, State or 501 (c) (3) Tax Identification Number]

MARTHA L. SALAZAR, PURCHASING AGENT
(Contact person name and title)

All other capitalized terms used in this Service Contract without definition have the meanings set forth in the Agreement.

Agreements of Contractor and Public Procurement Unit:

1. Participating State Agency represents that it is authorized by the laws of the State of Texas to enter into this Service Contract and to become a Participating State Agency under the Agreement.

2. Participating State Agency hereby requests the services of Contractor described in the Agreement and agrees to perform all duties of a Participating State Agency under the Agreement, including, without limitation, payment of all charges on its account(s) within the time periods provided under the Agreement, payment of any fees provided in the Agreement (at the rates set forth in the Agreement), and cooperation with respect to providing all necessary

information for the administration of the Agreement. Participating State Agency agrees to be bound by the terms and conditions of the Agreement, including, without limitation, rules for authorized and unauthorized use of cards, disputes of charges, reporting lost and stolen cards, and all other rules and provisions relating to use of Participating State Agency's account.

3. Participating State Agency's Fleet Contact is set forth above. The Fleet Contact is authorized to order Cards and request "lock out" of lost or stolen Cards.

4. Participating State Agency acknowledges that its failure to make timely payment in accordance with the terms of the Agreement and/or the Service Contract may result in suspension or cancellation of the account(s). The undersigned represents and warrants that he/she is duly authorized to execute this Service Contract on behalf of the Participating State Agency and this Service Contract is the valid and binding obligation of the Participating State Agency, enforceable in accordance with its terms.

[signatures on following page]

Name of Participating State Agency:

HIDALGO COUNTY

- By (Authorized Signatory):

Approved by Commissioners' Court on 10-24-06

Print Name: RAMON GARCIA,
HIDALGO COUNTY JUDGE

This Service Contract shall not become binding until accepted by Contractor.

COMDATA NETWORK, INC.

By:

Title: SVP. CM

Date: 11.3.04

TRANSMONTAIGNE PRODUCT SERVICES, INC.

By:

Title: ZVP

Date: 11/6/06

COMDATA FUEL CARDS

HIDALGO COUNTY

CERTIFICATE FOR STATE USE OR NONPROFIT EDUCATIONAL ORGANIZATION USE (GASOLINE OR AVIATION FUEL)
Approved in CC on October 24, 2006

ATTEST:

HIDALGO COUNTY CLERK
100 NORTH CLOSNER
EDINBURG, TEXAS 78539

Eddy Treviño, County Clerk

CERTIFICATE FOR STATE USE OR NONPROFIT EDUCATIONAL ORGANIZATION USE (GASOLINE OR AVIATION FUEL)

(To support vendor's claim for a credit or payment under § 6416(a)(4) of the Internal Revenue Code.)

Name, address and employer identification number of ultimate vendor:
TransMontaigne Product Services Inc.
1670 Broadway, Suite 3100
Denver, CO 80202
Federal Tax Identification Number - 84-1477374

The undersigned ultimate purchaser ("Buyer") hereby certifies the following under the penalties of perjury"

Buyer will use the gasoline or aviation gasoline to which this certificate relates (check one):

_____ For the exclusive use of a state; or

_____ For the exclusive use of a nonprofit educational organization.

This certificate applies to the following (complete as applicable):

_____ This is a single purchase certificate:

1. _____ Invoice or delivery ticket number
2. _____ Number of gallons

_X_ This is a certificate covering all purchases under a specified account or order number:

1. Effective date _____
2. Expiration date _____ (period not to exceed 1 year after the effective date)
3. Buyer account number _____

Buyer will provide a new certificate to the vendor if any information in this certificate changes.

Buyer understands that by signing this certificate, Buyer gives up its right to claim any credit or payment for the gasoline or aviation gasoline to which this certificate relates.

Buyer acknowledges that it has not and will not claim any credit or payment for the gasoline or aviation gasoline to which this certificate relates.

Buyer understands that the fraudulent use of this certificate may subject Buyer and all parties making such fraudulent use of this certificate to a fine or imprisonment, or both, together with the costs of prosecution.

RAMON GARCIA
Printed or typed name of person signing

HIDALGO COUNTY JUDGE
Title of person signing

MARTHA L. SALAZAR
Name of Buyer

74-6000717
Employer identification number

100 E CANO, 4TH FLOOR EDINBURG, TEXAS 78539
Address of Buyer

Signature and date signed

** ***Please see attached page for specific language from Publication 378 [page(s) 7,8 and 9]***

Model Certificate D (Federal Tax Only)

Approved by Commissioners' Court
on 10-24-06

COMDATA FUEL CARDS

HIDALGO COUNTY

CERTIFICATE FOR STATE USE OR NONPROFIT EDUCATIONAL ORGANIZATION USE (GASOLINE OR AVIATION FUEL)
Approved in CC on October 24, 2006

ATTEST:

HIDALGO COUNTY CLERK
100 NORTH CLOSNER
EDINBURG, TEXAS 78539

Eddy Treviño, County Clerk

Publication 378

Page 7

Exclusive Use by a Nonprofit Educational Organization (No. 13)

Exclusive use by a nonprofit educational organization means fuel used by an organization exempt from income tax under section 501(a) of the Internal Revenue Code that meets both of the following requirements.

- It has a regular faculty and curriculum.
- It has a regularly enrolled body of students who attend the place where the instruction normally occurs.

A nonprofit educational organization also includes a school operated by a church or other organization described in section 501 (c) (3) of the Internal Revenue Code if the school meets the above requirements.

Exclusive Use by a State, Political Subdivision of a State, or the District of Columbia (No. 14)

Exclusive use by a state, political subdivision of a state, or the District of Columbia means fuel purchased by the state or local government for its exclusive use. A state or local government is any state, any political subdivision thereof, or the District of Columbia. An Indian tribal government is treated as a state only if the fuel is used in an activity that involves the exercise of an essential tribal government function. Gasoline, diesel fuel, and kerosene used by the American Red Cross are considered to be the use of these fuels by a state.

Page 8 and 9 under # 3. Filing Claims

Nonprofit educational organization and state use. To make a claim as an ultimate vendor (nonprofit educational organization or state), you must have a UV registration number. If you sell gasoline or aviation gasoline to a nonprofit educational organization for its exclusive use or to a state or local government for its exclusive use, you must keep the following information.

- The name and taxpayer identification number of each person (nonprofit educational organization or government unit) that bought the fuel.
- The number of gallons sold to each person.
- An unexpired certificate from the buyer. See Model Certificate D on page 18. The certificate expires on the earlier of one year after the date of the certificate or the date a new certificate is given to the registered ultimate vendor.

Instructions for completing the Certificates:

Certificate For State Use or Nonprofit Educational Organization Use (Gasoline or Aviation Fuel)

Select one of the two options (as referenced in Publication 378 defining No. 14 for a State or No. 13 for a Nonprofit Educational Organization – see above). The next item regarding single

purchase certificate is not applicable at this time for this program. The fourth item has been checked for you, covering all purchases. The applicable information in numbers 1, 2, 3 (Effective Date, Expiration Date and Buyer Account Number) will be filled in by TransMontaigne at a later time. Please complete the bottom of the Certificate, including a signature and date.

Once the completed Certificate is submitted and accepted, your account is set up and cards have been ordered, to finalize the Certificate, TransMontaigne will return a copy of the Certificate to the buyer for their records, with the applicable information completed for the fourth item.

Certificate of Farming Use or State Use (Kerosene or Diesel Fuel)

Items A. 3. for "the exclusive use of a State or local government, or the District of Columbia" and B. 2., covering all purchases under a specified account or order number, have already been checked. The applicable information under item B. 2. (a. Effective Date, b. Expiration Date and c. Buyer Account Number) will be filled in by TransMontaigne at a later time. Please complete the bottom of the Certificate, including a signature and date.

Once the completed Certificate is submitted and accepted, your account is set up and cards have been ordered, to finalize the Certificate, TransMontaigne will return a copy of the Certificate to the buyer for their records, with the applicable information completed under item B. 2.

CERTIFICATE OF FARMING USE OR STATE USE (KEROSENE OR DIESEL FUEL)

(To support vendor's claim for a credit or payment under section 6427 of the Internal Revenue Code.)

Name, address and employer identification number of ultimate vendor:
TransMontaigne Products Services, Inc.
1670 Broadway Street, Suite 3100
Denver, CO 80202
Federal Tax Identification Number - 84-1477374

The undersigned buyer ("Buyer") hereby certifies the following under penalties of perjury:

A. Buyer will use the diesel fuel or kerosene to which this certificate relates — (check one):

_____ 1. On a farm for farming purposes (as defined in §48.6420-4 of the Manufacturers and Retailers Excise Tax Regulations) and Buyer is the owner, tenant, or operator of the farm on which the fuel will be used;

_____ 2. On a farm as defined in §48.6420-4(c)] for any of the purposes described in paragraph (d) of that section (relating to cultivating, raising, or harvesting) and Buyer is not the owner, tenant, or operator of the farm on which the fuel will be used; or

__X__ 3. For the exclusive use of a State or local government, or the District of Columbia.

B. This certificate applies to the following (complete as applicable):

1. If this is a single purchase certificate, check here _____ and enter:
   a. Invoice or delivery ticket number _____
   b. _____ Number of gallons

2. If this is a certificate covering all purchases under a specified account or order number, check here __X__ and enter:

   a. Effective date _____
   b. Expiration date _____ (period not to exceed 1 year after the effective date)
   c. Buyer account or order number _____

Buyer will provide a new certificate to the vendor if any information in this certificate changes.

If Buyer uses the diesel fuel or kerosene to which this certificate relates for a purpose other than stated in the certificate, Buyer will be liable for any tax.

Buyer understands that the fraudulent use of this certificate may subject Buyer and all parties making such fraudulent use of this certificate to a fine or imprisonment, or both, together with the costs of prosecution.

RAMON GARCIA
Printed or typed name of person signing

HIDALGO COUNTY JUDGE
Title of person signing

MARTHA L. SALAZAR
Name of Buyer

74-6000717
Employer identification number

100 E CANO 4TH FLOOR, EDINBURG, TEXAS 78539
Address of Buyer

Signature and date signed

Approved by Commissioners' Court
on 10-24-06

Model Certificate B (Federal Tax Only)

COMDATA FUEL CARDS

HIDALGO COUNTY

CERTIFICATE OF FARMING USE OR STATE USE (KEROSENE OR DIESEL FUEL)
Approved in CC on October 24, 2006

ATTEST:

HIDALGO COUNTY CLERK
100 NORTH CLOSNER
EDINBURG, TEXAS 78539

Eddy Treviño, County Clerk

STATE OF TEXAS
SERVICE CONTRACT ISSUED UNDER
RETAIL FUEL CARD AND RELATED SERVICES CONTRACT BETWEEN THE STATE COUNCIL ON COMPETATIVE GOVERNMENT BY AND FOR THE TEXAS BUILDING AND PROCUREMENT COMMISSION
CONTRACT NO. 050720-CCG-FC

Definitions:

"Agreement" means: that certain contract for electronic fuel dispensing and fleet card processor services by and between the State Council on Competitive Government by and for the Texas Building and Procurement Commission ("TBPC"), COMDATA NETWORK, INC. ("Comdata") and TransMontaigne Product Services, Inc. ("TransMontaigne") dated February, 2006 (Comdata and TransMontaigne are hereinafter referred to as "Contractor").

Participating State Agency

HIDALGO COUNTY
(Legal Name of Entity)

100 E CANO 4TH FLOOR
(Billing Address)

EDINBURG, TEXAS 78539
(City, State and Zip Code)

74-6000717
[Federal, State or 501 (c) (3) Tax Identification Number]

MARTHA L. SALAZAR, PURCHASING AGENT
(Contact person name and title)

All other capitalized terms used in this Service Contract without definition have the meanings set forth in the Agreement.

Agreements of Contractor and Public Procurement Unit:

1. Participating State Agency represents that it is authorized by the laws of the State of Texas to enter into this Service Contract and to become a Participating State Agency under the Agreement.

2. Participating State Agency hereby requests the services of Contractor described in the Agreement and agrees to perform all duties of a Participating State Agency under the Agreement, including, without limitation, payment of all charges on its account(s) within the time periods provided under the Agreement, payment of any fees provided in the Agreement (at the rates set forth in the Agreement), and cooperation with respect to providing all necessary

information for the administration of the Agreement. Participating State Agency agrees to be bound by the terms and conditions of the Agreement, including, without limitation, rules for authorized and unauthorized use of cards, disputes of charges, reporting lost and stolen cards, and all other rules and provisions relating to use of Participating State Agency's account.

3. Participating State Agency's Fleet Contact is set forth above. The Fleet Contact is authorized to order Cards and request "lock out" of lost or stolen Cards.

4. Participating State Agency acknowledges that its failure to make timely payment in accordance with the terms of the Agreement and/or the Service Contract may result in suspension or cancellation of the account(s). The undersigned represents and warrants that he/she is duly authorized to execute this Service Contract on behalf of the Participating State Agency and this Service Contract is the valid and binding obligation of the Participating State Agency, enforceable in accordance with its terms.

[signatures on following page]

Name of Participating State Agency:

HIDALGO COUNTY

- By (Authorized Signatory):

Approved by Commissioners' Court on 10-24-06 a2

Print Name: RAMON GARCIA,
HIDALGO COUNTY JUDGE

This Service Contract shall not become binding until accepted by Contractor.

COMDATA NETWORK, INC.

By: _____

Title: _____

Date: _____

TRANSMONTAIGNE PRODUCT SERVICES, INC.

By: _____

Title: _____

Date: _____

COMDATA FUEL CARDS

HIDALGO COUNTY

STATE OF TEXAS
SERVICE CONTRACT ISSUED UNDER
RETAIL FUEL CARD AND RELATED SERVICES CONTRACT BETWEEN THE
STATE COUNCIL ON COMPETATIVE GOVERNMENT BY AND FOR THE
TEXAS BUILDING AND PROCUREMENT COMMISSION
CONTRACT NO. 050720-CCG-FC
Approved in CC on October 24, 2006

ATTEST:

HIDALGO COUNTY CLERK
100 NORTH CLOSNER
EDINBURG, TEXAS 78539

Eddy Treviño, County Clerk

Hidalgo County

Expenditure Summary Report

Standard Report Format

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
0-1100-413-00-110-006-0-626	CO JUDGE-GASOLINE/DIESEL	420.00	1.32	418.68	418.68	.00	100.00
0-1100-413-00-125-002-0-626	PUBLIC AFFAIRS-GASOLINE/DIESEL	1,000.00	1,000.00	.00	.00	.00	100.00
0-1100-414-00-130-001-0-626	ELECTIONS DEPT-GASOLINE/DIESEL	11,250.00	3,273.64	2,198.59	2,198.59	5,777.77	48.64
0-1100-415-14-115-001-0-626	DBM-BUDGET DIV-GASOLINE/DIESEL	4,000.00	2,640.71	1,315.76	1,315.76	43.53	98.91
0-1100-415-15-140-001-0-626	TAX OFF-GASOLINE/DIESEL	9,000.00	395.56	354.44	354.44	8,250.00	8.33
0-1100-415-18-160-001-0-626	PURCHASING-GASOLINE/DIESEL	5,250.00	761.33	1,258.67	1,258.67	3,230.00	38.48
0-1100-415-40-180-001-0-626	CO CLERK-GASOLINE/DIESEL	5,250.00	1,168.07	831.93	831.93	3,250.00	38.10
0-1100-415-40-180-002-0-626	CO CLERK RECORD ARCHIVE-GASOLINE/DIESEL	1,500.00	.00	.00	.00	1,500.00	.00
0-1100-419-10-210-001-0-626	PLANNING DEPT-GASOLINE/DIESEL	9,954.37	5,436.49	4,517.88	4,517.88	.00	100.00
0-1100-419-40-220-001-0-626	FACILITIES MGMT-GASOLINE/DIESEL	52,500.00	26,689.93	9,915.97	9,915.97	15,894.10	69.73
0-1100-419-50-115-059-0-626	DBM-SAFETY DIV-GASOLINE/DIESEL	20,000.00	8,996.64	6,003.36	6,003.36	5,000.00	75.00
0-1100-421-00-280-001-0-626	SHERIFF-GASOLINE/DIESEL	1,632,250.00	160,103.01	497,956.11	497,956.11	974,190.88	40.32
0-1100-421-00-291-001-0-626	CONSTABLE PCT.1-GASOLINE/DIESEL	26,250.00	19,769.64	5,192.07	5,192.07	1,288.29	95.09
0-1100-421-00-292-001-0-626	CONSTABLE PCT.2-GASOLINE/DIESEL	26,250.00	9,886.05	5,041.06	5,041.06	11,322.89	56.87
0-1100-421-00-293-001-0-626	CONSTABLE PCT.3-GASOLINE/DIESEL	45,000.00	9,969.80	14,883.88	14,883.88	20,146.32	55.23
0-1100-421-00-294-001-0-626	CONSTABLE PCT.4-GASOLINE/DIESEL	28,316.00	9,505.01	14,045.49	14,045.49	4,765.50	83.17
0-1100-421-00-294-007-0-626	CONST PCT4-PK LOT SEC-GASOLINE/DIESEL	.00	.00	.00	.00	.00	.00
0-1100-421-00-295-001-0-626	CONSTABLE PCT.5-GASOLINE/DIESEL	22,500.00	11,151.45	3,820.71	3,820.71	7,527.84	66.54
0-1100-422-10-300-001-0-626	EMERG SRVS-FM-GASOLINE/DIESEL	19,500.00	14,133.86	3,848.77	3,848.77	1,517.37	92.22
0-1100-423-21-280-002-0-626	JAIL-GASOLINE/DIESEL	40,000.00	10,153.31	3,846.69	3,846.69	26,000.00	35.00
0-1100-423-32-330-001-0-626	JUV DET HM-GASOLINE/DIESEL	8,000.00	936.79	62.21	62.21	7,001.00	12.49
0-1100-429-00-300-023-0-626	EMERG SRVS-EM-GASOLINE/DIESEL	5,000.00	3,413.31	1,586.69	1,586.69	.00	100.00
0-1100-432-00-121-001-0-626	PCT1 SANITATION-GASOLINE/DIESEL	104,597.32	37,173.59	12,826.41	12,826.41	54,597.32	47.80
0-1100-432-00-122-001-0-626	PCT2 SANITATION-GASOLINE/DIESEL	33,456.00	1,461.54	18,538.46	18,538.46	13,456.00	59.78
0-1100-432-00-123-001-0-626	PCT3 SANITATION-GASOLINE/DIESEL	30,188.00	9,640.96	19,859.04	19,859.04	688.00	97.72
0-1100-432-00-124-001-0-626	PCT4 SANITATION-GASOLINE/DIESEL	56,625.00	33,730.69	22,894.31	22,894.31	.00	100.00
0-1100-441-00-340-001-0-626	HEALTH ADM-GASOLINE/DIESEL	56,250.00	31,648.09	18,614.59	18,614.59	5,987.32	89.36
0-1100-452-00-121-013-0-626	PCT1 PARKS-GASOLINE/DIESEL	21,561.43	21,561.43	.00	.00	.00	100.00
0-1100-452-00-122-008-0-626	PCT2 PARKS-GASOLINE/DIESEL	5,000.00	.00	.00	.00	5,000.00	.00

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
0-1100-452-00-123-008-0-626	PCT3 PARKS-GASOLINE/DIESEL	3,572.96	1,075.72	497.24	497.24	2,000.00	44.02
0-1100-452-00-124-009-0-626	PCT4 PARKS-GASOLINE/DIESEL	7,146.98	.00	.00	.00	7,146.98	.00
0-1100-461-00-380-001-0-626	TX AGRILIFE EXT-GASOLINE/DIESEL	6,000.00	5,500.00	.00	.00	500.00	91.67
0-1200-431-00-121-005-0-626	PCT1 P/U RD-GASOLINE/DIESEL	64,530.05	14,530.05	.00	.00	50,000.00	22.52
0-1200-431-00-122-004-0-626	CO SHOP-GASOLINE/DIESEL	6,854.78	4,662.98	388.30	388.30	1,803.50	73.69
0-1200-431-00-122-005-0-626	PCT2 RD ADM-GASOLINE/DIESEL	500.00	.00	.00	.00	500.00	.00
0-1200-431-00-122-006-0-626	PCT2 P/U RD-GASOLINE/DIESEL	53,608.38	28,904.84	19,666.07	19,666.07	5,037.47	90.60
0-1200-431-00-123-005-0-626	PCT3 P/U RD-GASOLINE/DIESEL	105,641.22	6,916.70	87,659.57	87,659.57	11,064.95	89.53
0-1200-431-00-124-007-0-626	PCT4 P/U RD-GASOLINE/DIESEL	100,190.23	41,349.37	58,580.86	58,580.86	260.00	99.74
0-1200-431-00-260-001-0-626	R-O-W DEPT-GASOLINE/DIESEL	18,750.00	11,311.85	6,767.81	6,767.81	670.34	96.42
0-1201-431-00-121-005-0-626	PCT1 P/U RD-GASOLINE/DIESEL	35,469.95	.00	35,469.95	35,469.95	.00	100.00
0-1202-431-00-122-005-0-626	PCT2 RD ADM-GASOLINE/DIESEL	.00	.00	.00	.00	.00	.00
0-1202-431-00-122-006-0-626	PCT2 P/U RD-GASOLINE/DIESEL	25,866.43	.00	25,866.43	25,866.43	.00	100.00
0-1203-431-00-123-005-0-626	PCT3 P/U RD-GASOLINE/DIESEL	75,423.73	.00	75,423.73	75,423.73	.00	100.00
0-1204-431-00-124-007-0-626	PCT4 P/U RD-GASOLINE/DIESEL	159,279.80	.00	159,279.80	159,279.80	.00	100.00
0-1211-452-00-121-013-0-626	PCT1 PARKS-GASOLINE/DIESEL	3,438.57	.00	3,438.57	3,438.57	.00	100.00
0-1212-452-00-122-008-0-626	PCT2 PARKS-GASOLINE/DIESEL	.00	.00	.00	.00	.00	.00
0-1213-452-00-123-008-0-626	PCT3 PARKS-GASOLINE/DIESEL	427.04	.00	427.04	427.04	.00	100.00
0-1214-452-00-124-009-0-626	PCT4 PARKS-GASOLINE/DIESEL	.00	.00	.00	.00	.00	.00
0-1222-412-00-080-006-0-626	DA BAD CK-GASOLINE/DIESEL	8,000.00	2,327.21	2,672.79	2,672.79	3,000.00	62.50
0-1246-415-15-140-003-0-626	TAX OFF-GASOLINE/DIESEL	4,000.00	.00	.00	.00	4,000.00	.00
0-1254-412-00-270-014-0-626	HIDTA US JUSTICE-GASOLINE/DIESEL	1,000.00	.00	.00	.00	1,000.00	.00
0-1284-421-00-280-048-1-626	STONEGARDEN (DONNA)-GASOLINE/DIESEL	11,157.97	.00	.00	.00	11,157.97	.00
0-1284-421-00-280-052-1-626	STONEGARDEN (ALTON)-GASOLINE/DIESEL	4,962.25	.00	.00	.00	4,962.25	.00
0-1284-421-00-280-067-0-626	DOJ-USMS-GASOLINE/DIESEL	6,000.00	.00	2,112.32	2,112.32	3,887.68	35.21
0-1284-421-00-293-013-1-626	CONST. PCT.3-LBSP-GASOLINE/DIESEL	15,045.00	.00	.00	.00	15,045.00	.00
0-1291-412-00-270-003-0-626	HIDTA TASK FORCE-GASOLINE/DIESEL	24,000.00	.00	-59.30	-59.30	24,059.30	-.25

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
0-1291-412-00-270-003-9-626	HIDTA TASK FORCE-GASOLINE/DIESEL	19,993.43	12,158.04	7,835.39	7,835.39	.00	100.00
0-1292-441-00-350-001-0-626	WIC ADM-GASOLINE/DIESEL	12,761.03	4,742.84	4,126.78	4,126.78	3,891.41	69.51
0-1293-441-00-340-005-0-626	H.D. ADM-GASOLINE/DIESEL	10,000.00	.00	.00	.00	10,000.00	.00
0-1293-441-00-340-013-0-626	TDH PHPSB-GASOLINE/DIESEL	405.19	.33	404.86	404.86	.00	100.00
0-1293-441-00-340-042-0-626	CPS/PHER-GASOLINE/DIESEL	5,000.00	.00	.00	.00	5,000.00	.00
0-1295-423-00-330-028-0-626	WESL B/C-GASOLINE/DIESEL	11,000.00	3,912.66	2,988.14	2,988.14	4,099.20	62.73
0-1297-423-00-320-002-0-626	BASIC SUPERVISION-GASOLINE/DIESEL	4,608.20	2,149.65	956.76	956.76	1,501.79	67.41
0-1297-423-00-320-005-0-626	RESTITUTION CTR-GASOLINE/DIESEL	29,235.33	13,409.71	15,643.85	15,643.85	181.77	99.38
0-1297-423-00-320-020-0-626	SATF-GASOLINE/DIESEL	3,309.76	2,062.87	1,246.89	1,246.89	.00	100.00

AI-21794 **10.F.**

Pct 4-Inv#ENG1314 & ENG1319-J E Saenz & Associates Inc-C-10-072-03-23 & Inv#7374-QHA-C-08-477-12-09 & Inv# 7378-QHA-C-10-072A-03-30

CC CONSENT

Date:	06/29/2010
Submitted By:	Letty Saenz, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** Prct. 4

Information

CAPTION

1. Requesting approval of request for payment for Inv# ENG1314 ($ 8,085.00) submitted by J. E. Saenz & Associates, Inc. in connection with contract #C-10-072-03-23 (PO# 638514) WA#1-"Paved/Unpaved Construction Projects" (on an as needed basis) for (Amigo Park Subdivision) within Precinct #4.

2. Requesting approval of request for payment for Inv# ENG1319 ($ 1,733.65) submitted by J. E. Saenz & Associates, Inc. in connection with contract #C-09-171-05-19 (PO# 636268) WA#3-"Phase II of Lakeview Subdivision West of North McColl" within Precinct #4.

3. Requesting approval of request for payment for Inv# 7374 ($ 130,463.20) submitted by Quintanilla, Headley & Associates, Inc., in connection with contract #C-08-477-12-09 (PO# 639968) WA#5- San Carlos Drainage Improvements Project (North Branch and Curry Drain) within Precinct #4.

4. Requesting approval of request for payment for Inv# 7378 ($ 10,000.00) submitted by Quintanilla, Headley & Associates, Inc., in connection with contract #C-10-072A-03-30 (PO# 640553) WA#1- "Paved/Unpaved Construction Projects" (on an as needed basis) for (Mile 25 N. Road from U.S. 281 East 2,278.0 Ft) within Precinct #4.

BACKGROUND

Inv#ENG1314-JE Saenz & Assoc Inc-C-10-072-03-23
Inv#ENG1319-JE Saenz & Assoc Inc-C-09-171-05-19
Inv# 7374-QHA-C-08-477-12-09(San Carlos Drainage Imp Proj) North Branch and Curry Drain
Inv #7378-QHA-C-10-072A-03-30-(Mile 25 N. Road from US 281 East 2,278.0Ft)
with Memo requests from Pct 4.

Fiscal Impact

FISCAL YEAR: 2010	**ACCT. #:** 0-1200-431-00-124-007-0-731
FUNDS AVAILABLE Y/N?: Y	**MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Item# 1:
PO#638514 available balance as of 6-25-10:
$57,085.00
$<19,500.00> less Inv. 1310 AI# 21487 6-8-10
$<19,500.00> less Inv. 1312 AI# 21550 6-15-10

$18,085.00 PO Available balance after Inv.# 1310&1312 (711 10,000 & 731 8,085)

FISCAL YEAR: 2010 **ACCT. #:** 0-1200-431-00-124-401-0-731
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:

Item# 2:
PO#636268 available balance as of 6-25-10 $1,733.65.

FISCAL YEAR: 2010 **ACCT. #:** 0-1339-431-00-124-0XX-0-733
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:

Item# 3:
PO#639968 available balance as of 6-25-10 $163,079.00

Program#	Available bal.	Inv# 7374
049	137,401	109,920.80
052	25,678	20,542.40
Totals	163,079	**130,463.20**

FISCAL YEAR: 2010 **ACCT. #:** 0-1200-431-00-124-007-0-731
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:

Item# 4:
PO#640553 available balance as of 6-25-10 $11,500.00

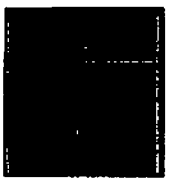
Attachments

Link: Inv 1314 w/Memo Pct 4
Link: Inv 1319 C-09-171-05-19
Link: Inv#7374-QHA-C-08-477-12-09-Pct 4
Link: Inv# 7378-QHA-C-10-072A-03-30-Pct 4

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	06/23/2010 08:13 PM	APRV
2	Budget & Management	Erika Zamora	06/24/2010 08:01 AM	APRV
3	Manuel Chapa	Manuel Chapa	06/25/2010 02:35 PM	APRV

4	Auditor's Office	06/25/2010 05:01 PM	NEW
Form Started By: Letty Saenz		Started On: 06/22/2010 11:16 AM	
Final Approval Date: 06/25/2010			



J.E. SAENZ & ASSOCIATES, INC.

ENGINEERS ■ SURVEYORS ■ PLANNERS ■ CONSTRUCTION MANAGERS

INVOICE NO: ENG1314
P.O. 638514

June 21, 2010

TO:

Hidalgo County Precinct # 4
1102 N. Doolittle Road
Edinburg, Texas 78541

ATTN: Oscar Garza, Commissioner

JES PROJECT: Amigo Park Subdivision
Right-of-Way Acquisition/Engineering Services
ENG 10.005 Amigo Park Subdivision

COUNTY : Work Authorization #1
Account No. 0-1204-431-00-124-007-0-711/731
Agreement No. C-10-072-03-23

INVOICE No 6 FOR SERVICES RELATED TO RIGHT-OF-WAY ACQUISITION AND ENGINEERING SERVICES FOR PRELIMINARY DESIGN AND CONSTRUCTION PHASE SERVICES.

DESCRIPTION	BUDGET	% COMPLETE	AMOUNT
ROW Acquisition	$39,000.00	100	$39,000.00
Engineering Services	$27,112.25	100	$27,112.25
	$66,112.25	100	$66,112.25
ADDITIONAL SERVICES			
ROW Acquisition	$10,000.00		$ 0.00
Engineering Services	$ 8,085.00	100	$ 8,085.00
	$18,085.00	44	$ 8,085.00
TOTAL BUDGET:	$84,197.25	88	$74,197.25

TOTAL EARNED:	$74,197.25
PREVIOUSLY INVOICED:	$66,112.25
TOTAL DUE:	$ 8,085.00

TOTAL AMOUNT DUE: $ 8,085.00

H:\Administration\Invoices\ENGINEERING\2010\10.005 AMIGO PARK SEWERLINE\June 21 2010 revised.wpd

POST OFFICE BOX 3293
EDINBURG, TEXAS 78540

(956) 383-2984 TEL
(956) 383-3736 FAX

Purchase Order
COUNTY OF HIDALGO

PO#: 638514

DATE: 04/13/10

VENDOR: 188999 REQ:00172731
FAX (956)383-3736 Email:
Phone:(956)383-2984
J.R. SAENZ & ASSOCIATES, INC.
P.O. BOX 3293
EDINBURG TX 78540
Vendor Acct:

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

CONTACT:
SITE: HIDALGO CO. PCT 4
Contract No:

Special Instructions: 417
PCT. REQ. #0416

VENDOR NOTES

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

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
		CONTRACT #C-10-072-03-23, WORK AUTHORIZATION #1, APPROVED CC OF 3/30/2010 UNDER AGENDA ITEM AI-20538		
1	EACH	WORK AUTHORIZATION #1 UNDER CONTRACT #C-10-072-03-23 FOR J.R. SAENZ & ASSOCIATES INC. APPROVED 3/30/2010 UNDER AGENDA ITEM AI-20538 FOR PROFESSIONAL ENGINEERING SERVICES FOR PRELIMINARY DESIGN AND CONSTRUCTION PHASE SERVICES FOR AMIGO PARK SUBDIVISION, EAST OF NORTH I ROAD.	66,112.25	66,112..
		****GASB ROAD INFORMATION**** (1) ROJAS ST., GASB RD., ID.# 2542, 1,206.95280728 L.F. (2) THOMPSON RD., GASB RD., ID.# 1901, 1,216.6835344 L.F.		
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		
		Total		66,112
				$1,117.25
		For Hidalgo County use only		
		0-120@-431-00-124-007-0-711 39,000.00		+ 10,000.00
		0-120@-431-00-124-007-0-731 27,112.25		+ 8,085.00
		Approved		

FILE COPY

Authorized by: Martha L. Salazar

County of Hidalgo Pct. 4

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

MEMO

DATE: JUNE 22, 2010
TO: PURCHASING DEPARTMENET
C/O LETICIA "LETTY" SAENZ CPPB/CONTRACTS MANAGER
FROM: HIDALGO COUNTY PCT. #4
REF: INV. ENG1314: CONTRACT #10-072-03-23

HIDALGO COUNTY PRECINICT #4 IS HEREBY REQUESTING THE FOLLOWING INVOICE **#ENG 1314** IN THE AMOUNT OF **$8,085.00** FOR **J.E. SAENZ & ASSOCIATES, INC,** BE PLACED ON THE NEXT COMMISSIONERS' COURT FOR APPROVAL.

FUNDING FOR THIS INVOICE WILL BE FROM PURCHASE ORDER **#638514,**
ACCOUNT: **0-1200-431-00-124-007-0-731**

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

RUMALDO MUNOZ JR
ACCOUNTS PAYABLE CLERK

CC: COUNTY FILES
ATTACHMENTS: Inv., ENG1314

Leticia Saenz

From: Rumaldo Munoz [rumaldo.munoz@co.hidalgo.tx.us]
Sent: Tuesday, June 22, 2010 11:06 AM
To: leticia.saenz@co.hidalgo.tx.us
Cc: info@jesaenz.com
Subject: Inv ENG1314 for CC
Attachments: Picture 001.jpg; Picture 002.jpg; Picture 003.jpg

Morning

Attached is invoice ENG1314 from J.E. Saenz & Assoc to be placed on the next CC.

Thanks Munoz

J.E. SAENZ & ASSOCIATES, INC.

ENGINEERS ■ SURVEYORS ■ PLANNERS ■ CONSTRUCTION MANAGERS
GEOGRAPHICAL INFORMATION SYSTEMS ■ RIGHT OF WAY ACQUISITION

INVOICE NO: ENG1319

June 21, 2010

6-22-10

6-22-10

TO:

Hidalgo Pct #4
1102 N. Doolittle Road
Edinburg, Texas 78541

ATTN: Oscar Garza, Commissioner

PROJECT: Lakeview Subdivision
Right-of-Way Acquisition/Engineering
ENG 10.001 Lakeview Subdivision

O 1200 431-00-124-007-0- 731
200
Pct. # 170462
Pur. Re... # 636268
P.O. #

Oscar Garza

INVOICE No 4 FOR SERVICES RELATED TO RIGHT-OF-WAY ACQUISITION AND ENGINEERING SERVICES.

DESCRIPTION	BUDGET	% COMPLETE	AMOUNT
Engineering	$17,336.47	100	$17,336.47
Right-of-Way Acquisition	$28,000.00	100	$28,000.00
TOTAL BUDGET:	$45,336.47	100	$45,336.47

TOTAL EARNED:	$45,336.47
PREVIOUSLY INVOICED:	$43,602.82
TOTAL DUE:	$ 1,733.65

TOTAL AMOUNT DUE: **$ 1,733.65**

I:\Administration\Invoices\ENGINEERING\2010\10.001 LAKEVIEW\4) June\3) June wpd

JUN 22 2010

POST OFFICE BOX 3293
EDINBURG, TEXAS 78540
www.jesaenz.com

1-800-495-2984

(956) 383-2984 TEL
(956) 383-3736 FAX
info@jesaenz.com

Purchase Order

COUNTY OF HIDALGO

PO#: 636268

DATE: 02/22/10

VENDOR: 188999 REQ:00170462
FAX (956)383-3736 Email:
Phone:(956)383-2984
J.E. SAENZ & ASSOCIATES, INC.
P.O. BOX 3293
EDINBURG TX 78540
Vendor Acct:

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

CONTACT:
SITE: HIDALGO CO. PCT 4
Contract No:

Special Instructions:
PCT. REQ. #0200

VENDOR NOTES

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

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
		CONTRACT #: C-09-171-05-19		
1	LOT	WORK AUTHORIZATION #3 APPROVED 2/08/2010 UNDER AGENDA ITEM A1-19712 FOR PROFESSIONAL ENGINEERING SERVICES FOR PRELIMINARY DESIGN AND CONSTRUCTION PHASE SERVICES FOR : "PHASE II OF LAKEVIEW SUBDIVISION WEST OF NORTH McCOLL" LOCATED WITHIN HIDALGO COUNTY PCT. #4, IN CONNECTION WITH CONTRACT NO. C-09-171-05-19	45,336.47	45,336.47
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		
		Total		45,336.47

.....

For Hidalgo County use only

0-1204-431-00-124-401-0-711	28,000.00
0-1204-431-00-124-401-0-731	17,336.47

Approved

.....

☐ COPY

Authorized by: Marcus L. Salazar

County of Hidalgo Pct. 4

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

MEMO

DATE: JUNE 22, 2010
TO: PURCHASING DEPARTMENET
C/O LETICIA "LETTY" SAENZ CPPB/CONTRACTS MANAGER
FROM: HIDALGO COUNTY PCT. #4
REF: INV. ENG1319: CONTRACT #C-09-171-05-19

HIDALGO COUNTY PRECINICT #4 IS HEREBY REQUESTING THE FOLLOWING INVOICE **#ENG1319** IN THE AMOUNT OF **$1,733.65** FOR **J.E. SAENZ & ASSOCIATES, INC,** BE PLACED ON THE NEXT COMMISSIONERS' COURT FOR APPROVAL.

FUNDING FOR THIS INVOICE WILL BE FROM PURCHASE ORDER **#636268,**
ACCOUNT: **0-1200-431-00-124-401-0-731**

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

RUMALDO MUNOZ JR
ACCOUNTS PAYABLE CLERK

CC: COUNTY FILES
ATTACHMENTS: Inv. # ENG1319

Leticia Saenz

From: Rumaldo Munoz [rumaldo.munoz@co.hidalgo.tx.us]
Sent: Tuesday, June 22, 2010 11:34 AM
To: leticia.saenz@co.hidalgo.tx.us
Cc: info@jesaenz.com
Subject: Inv. ENG1319 / J.E. Saenz for CC
Attachments: Picture 002.jpg; Picture 001.jpg; Picture 003.jpg

Morning

Attached is invoice ENG1319 for J.E. Saenz to be placed on the next Commissioners' Court.

Thank You
Munoz

County of Hidalgo Pct. 4

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

MEMO

DATE: June 22, 2010
TO: PURCHASING DEPARTMENET
C/O LETICIA "LETTY" SAENZ CPPB/CONTRACTS MANAGER
FROM: HIDALGO COUNTY PCT. #4
REF: CONTRACT #C-08-477-12-09

HIDALGO COUNTY PRECINICT #4 IS HEREBY REQUESTING THE FOLLOWING INVOICE **#7374** IN THE AMOUNT OF **$130,463.20** **FOR QUINTANILLA, HEADLEY & ASSOCIATES, INC,** BE PLACED ON THE NEXT COMMISSIONERS' COURT FOR APPROVAL.

FUNDING FOR THIS INVOICE WILL BE FROM PURCHASE ORDER **#639968,**

ACCOUNT: **0-1339-431-00-124-049-0-733**
0-1339-431-00-124-052-0-733

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

TONI MATA
ACCOUNTS PAYABLE CLERK

CC: COUNTY FILES
ATTACHMENTS: Inv.,7374 & P.O. 639968

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

DATE	INVOICE #
6/15/2010	7374

BILL TO

Hidalgo County Precinct No. 4
Toni Mata
1051 N. Doolittle Road
Edinburg, Texas 78542

DESCRIPTION	AMOUNT
PROJECT: SAN CARLOS DRAINAGE IMPROVEMENTS NORTH BRANCH AND CURRY DRAIN WORK AUTHORIZATION No. 5 CONTRACT # C-08-477-12-09 PURCHASE ORDER # 639968 PAYMENT REQUEST No. 1	130,463.20
ENGINEERING FEE FOR DESIGN AND SPECIFICATIONS (80% COMPLETE) NORTH BRANCH DRAIN: 1. CESAR CHAVEZ ROAD CROSSING $10,276.80 2. WEST OF ALAMO ROAD CROSSING $8,384.80 3. MILE 17 1/2 ROAD CROSSING $21,645.60 4. SHARP ROAD CROSSING $20,336.00 5. SOUTH OF MILE 17 1/2 CROSSING $9,717.60 6. MILE 17 1/2 NORTH WEST OF 83rd STREET CROSSING $10,156.00 7. 83rd STREET NORTH OF MILE 17 1/2 NORTH CROSSING $9,584.80 8. MILE 17 1/2 ROAD WEST OF VALVERDE ROAD CROSSING $9,584.80 9. ROGERS ROAD WEST OF VALVERDE ROAD CROSSING $10,234.40	
CURRY DRAIN: 1. 83rd STREET CROSSING $10,304.00 2. SHARP ROAD CROSSING $10,238.40	
WORK AUTHORIZATION CONTRACT AMOUNT $163,079.00 AMOUNT EARNED TO DATE $130,463.20	0.00

Thank you for your business!

Total $130,463.20

Purchase Order

COUNTY OF HIDALGO

PO#: 639968

DATE: 05/10/10

VENDOR: 154024 REQ:00174436

Email:

Phone:

QUINTANILLA, HEADLEY AND ASSOCIATES, INC
124 EAST STUBBS STREET
EDINBURG TX 78539

Vendor Acct:

BUYER: TMATA
SHIP TO: HIDALGO CO. PCT 4
1051 N. DOOLITTLE
EDINBURG TX 78542

CONTACT:
SITE: HIDALGO CO. PCT 4

Special Instructions: RQ#068

Contract No:

VENDOR NOTES

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

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER C-08-477-12-09		
1	EACH	Work Authorization No. 5 Approved By Comm. Crt 4/20/10 Agenda Item# 20799 for locations at North Branch Drain: 1. Cesar Chavez Road Crossing- $ 12,846.00 2. West of Alamo Rd. Crossing- 10, 481.00 3. Mile 17 1/2 Road Crossing- 27,057.00 4 Sharp Road Crossing- 25,420.00 5. South of Mile 17 1/2 Crossing 12,147.00 6 .Mile 17 1/2 Norh west 83rd Crossing 12,695.00 7. 83rd St. north of Mile 17 1/2 North Crossing 11,981.00 8 .Mile 17 1/2 west of Valverde Rd Crossing 11,981.00 9.Rogers Road west of Valverde Rd Crossing 12,793.00	137,401.00	137,401.00
1	EACH	Work Authorization No. 5 Approved By Comm. Crt 4/20/10 Agenda Item# 20799 for locations at Curry Drain : 1 .83rd Street Crossing $ 12,880.00	25,678.00	25,678.00

COPY

Authorized by: Martha L. Salazar

Purchase Order

COUNTY OF HIDALGO

PO#: 639968

DATE: 05/10/10

VENDOR: 154024 REQ:00174436

Email:

Phone:

QUINTANILLA, HEADLEY AND ASSOCIATES, INC
124 EAST STUBBS STREET
EDINBURG TX 78539

Vendor Acct:

BUYER: TMATA
SHIP TO: HIDALGO CO. PCT 4
1051 N. DOOLITTLE
EDINBURG TX 78542

CONTACT:
SITE: HIDALGO CO. PCT 4

Special Instructions: RQ#068

Contract No:

VENDOR NOTES

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

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		2. Sharp Road Crossing 12,798.00		
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		
		Total		163,079.00
		**********		
		For Hidalgo County use only		
		0-1339-431-00-124-049-0-733 137,401.00		
		0-1339-431-00-124-052-0-733 25,678.00		
		Approved		

Authorized by: Martha L. Salazar

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

DATE	INVOICE #
6/22/2010	7378

BILL TO

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

DESCRIPTION	AMOUNT
PROJECT: MILE 25 NORTH ROAD FROM U.S. 281 EAST 2,278.0 FEET PAVED/UNPAVED COUNTY ROADS	10,000.00
ENGINEERING CONTRACT No. C-10-072A-03-30 WORK AUTHORIZATION No. 1 P.O. No. 640553	
1. TOPOGRAPHY SURVEY AND RIGHT OF WAY STAKING $3,500.00 2. PLANS AND SPECIFICATIONS $6,500.00	0.00

HIDALGO COUNTY PCT. #4 RECEIVED BY JUN 23 2010 RUMALDO MUNOZ JR EDINBURG TEXAS 78541

O -1200 431-00-124-007-0-731
Pct. # 0627
Pur. Req. # 175268
P.O. # 640553

INVOICE RECEIVED BY: on 6-25-10
GOODS/SERVICES RECEIVED BY: on 6-25-10

Thank you for your business!

Total $10,000.00

Requisition

Req # 00175268
PO # 640553
Date: 05/07/10

Bill To: x
x

Vendor : 154024
QUINTANILLA, HEADLEY AND ASSOCIATES,
124 EAST STUBBS STREET
EDINBURG TX 78539

Ship To: HIDALGO CO. PCT 4
1051 N. DOOLITTLE
EDINBURG TX 78542

Contact: MUNOZ JR
956-383-3112

Contract No: C-10-072A-03-30

Special Instructions:
PCT. REQ. #0627

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		C-10-072A-03-30 WORK AUTHORIZATION #1 APPROVED CC ON 4/22/2010 UNDER AGENDA ITEM AI-20799 DO NOT DUPLICATE ORDER		
1.00	LOT	WORK AUTHORIZATION #1 APPROVED COMMISSIONERS' COURT OF 4/20/2010 UNDER AGENDA ITME AI-20799 FOR CONTRACT #C-10-072A-03-30 FOR THE PROFESSIONAL ENGINEERING SERVICES FOR MILE 25 NORTH ROAD FROM U.S. 281 EAST 2,278.00 FEET. ****GASB INFORMATION**** GASB RD ID# NO INFORMATION AVAILABLE LENGTH 2,278.00 L.F.	11,500.00	11,500.00
		Account No	Encumbrance	
		0-120[illegible]-431-00-124-007-0-731	11,500.00	
			Freight	.00
			Total	11,500.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Never got Original PO
5-23-10

Authorized By: _____

County of Hidalgo Pct. #4

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

MEMO

DATE: JUNE 23, 2010
TO: PURCHASING DEPARTMENET
C/O LETICIA "LETTY" SAENZ CONTRACTS MANAGER
FROM: HIDALGO COUNTY PCT. #4
REF: INVOICE 7378
"MILE 25 NORTH RD"
C-10-072A-03-30

HIDALGO COUNTY PRECINICT #4 IS HEREBY REQUESTING THE FOLLOWING INVOICE **#7378** IN THE AMOUNT OF **$10,000.00** FOR **QUINTANILLA, HEADLEY AND ASSOCIATES, INC.,** BE PLACED ON THE NEXT COMMISSIONERS' COURT FOR APPROVAL.

FUNDING FOR THIS PROJECT WILL BE FROM ACCOUNT No.:
0-1200-431-00-124-007-0-731 P.O. 640553

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

RUMALDO MUNOZ JR
ACCOUNTS PAYABLE SPECIALITES III

CC: COUNTY FILES

Leticia Saenz

From: Rumaldo Munoz [rumaldo.munoz@co.hidalgo.tx.us]
Sent: Wednesday, June 23, 2010 10:39 AM
To: leticia.saenz@co.hidalgo.tx.us
Subject: INV# 7378 FOR CC
Attachments: Picture 001.jpg; Picture 002.jpg; Picture 003.jpg

MORNING

ATTACHED IS INV. 7378 FROM MR. QUINTANILLA PLEASE PLACE ON THE NEXT CC.

THANKS
RUMALDO MUNOZ
ACCOUNTS PAYABLE SPECIALIEST III

AI-21780 **10.G.**

Updated COOP Vendors List, Renewal Agreements

CC CONSENT

Date:	06/29/2010
Submitted By:	Matilde Faz, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department

Information

CAPTION

1. Approval to utilize the following cooperative purchasing vendors (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), (DIR) Department of Information Resources, (TCPN) The Cooperative Purchasing Network, (HGAC), US Communities, (GSA) General Service Administration, (TASB-Buy Board) Texas Association of School Board, (TIPS) The Interlocal Purchasing System 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.

2. Requesting authority to enter into a 12-month renewal service and repair agreement for a brother/2820/ fax machine with Copy Graphics, Inc. for the Edinburg Tax Office through requisition #176986 for the amount of $125./year, effective June 16, 2010 to June 15, 2011 (0-1100-415-15-140-001-0-432)

3. Requesting authority to enter into a 12-month software renewal maintenance agreement with Election Systems & Software, Inc. (ES&S) for the Elections Department through the following requisition #174915 for the following services. Effective: 07/01/10 - 06/30/11 (0-1100-414-00-130-001-0-336)
a. Election Data Manager $2,894.06
b. Ballot on Demand $1,157.63
c. Ballot Image Manager $2,315.25
d. Hardware Programming Manager $11,576.25
e. Ivotronic Image Manager $2,894.06
Total amount of $20,837.25

4. Requesting authority to enter into a 12-month software renewal maintenance agreement with Election Systems & Software, Inc. (ES&S) for the Elections Department through requisition #176827 & #176215 for the following services. Effective: 02/01/10 - 01/31/11 (0-1100-414-00-130-001-0-336)
a. Requisition #176827
1. Gold-HDW Maintenance/Support-650 $2,730.00/year
2. Firmware Usage Agreement-650 $309.75/year
3. Gold-HDW Maintenance/Support-Ivotronic 147 users @ $99.75 each/$14,663.25/year

4. Firmware Usage Agreement-Ivotronic 147 users @ $33.00 each/$4,851.00/year
Total amount of $22,554.00

b. Requisition #176215-Renewal Period: 05/01/10 - 04/31/11
1. Gold-HDW Maintenance/Support-Ivotronic 70 users @ $89.25 each/$6,247.50/year
2. Firmware Usage Agreement-Ivotronic 70 users @ 31.00 each/$2,170.00/year
Total amount of $8,417.50

5. Requisition #176209-Renewal Period: 08/01/10 - 07/31/11
a. Gold-HDW Maintenance/Support-Ivotronic 479 users @ $99.75 each/$47,780.25/year
b. Firmware Usage Agreement-Ivotronic 479 users @ $33.00 each/$15,807.00/year
c. Gold-HDW Maintenance/Support-Ivotronic 15 users @ $99.75 each/$1,496.25/year
d. Firmware Usage Agreement-Ivotronic 15 users @ $33.00 each/$495.00/year

Total amount of $65,578.50

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1100-415-15-140-001-0-432
FUNDS AVAILABLE Y/N?: Yes MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:
$125.00 available funding in req# 176986 as of 06/25/10.

FISCAL YEAR: 2010 ACCT. #: 0-1100-414-00-130-001-0-336
FUNDS AVAILABLE Y/N?: Yes MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:
$20,837.25 available funding in req# 174915 as of 06/25/10. rc
$22,554.00 available funding in req# 176827 as of 06/25/10. rc
$ 8,417.50 available funding in req# 176215 as of 06/25/10. rc
$65,578.50 available funding in req# 176209 as of 06/25/10. rc

---

Attachments

Link: Copy Graphics Tax Office
Link: ES&S Elections Dept.
Link: ES&SI Elections
Link: ES&SII Elections Dept.
Link: ES&SIII Elections Dept.
Link: revised vendors list

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	06/23/2010 08:12 PM	APRV
2	Budget & Management	Erika Zamora	06/24/2010 08:00 AM	APRV
3	Rosalinda Cantu	Rosie Cantu	06/25/2010 09:17 AM	APRV

4	Auditor's Office	06/25/2010 05:01 PM	NEW
Form Started By: Matilde Faz		Started On: 06/22/2010 08:31 AM	
Final Approval Date: 06/25/2010			

Requisition

Req # 00176986

PO #

Date: 06/09/10

Consent
21780
6/29/10

Bill To: x
x

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

Ship To: TAX ASSESSOR-COLLECTOR
2804 S. BUS. HWY 281
EDINBURG TX 78539-6243

Contact: **BOOKKEEPING DE**
956-289-7472

Contract No:

Special Instructions:
C-147

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
1.00	YEAR	RENEWAL SERVICE AND REPAIR MAINTENANCE AGREEMENT FOR BROTHER/2820/FAX MACHINE SERIAL: U61325C7J43163 LOCATED AT: 2804 S BUS HWY 281 EDINBURG, TX 78539 EFFECTIVE DATE: JUNE 16, 2010 THRU JUNE 15, 2011	125.00	125.00
		Account No	Encumbrance	
		0-1100-415-15-140-001-0-432	125.00	
			Freight	.00
			Total	125.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

Original
Please sign and return

JUN 22 2010
10:12 m

copy graphics

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

SERVICE AGREEMENT

This agreement is between Copy Graphics, Inc. and:

Company Name Hidalgo Co Tax Office - Bookkeeping Dept Cust# 1370

Physical Address 2802 S 281 Business Hwy Billing Address PO BOX 178

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

Phone/Fax 956-289-7472 / 956-318-2733 Phone/Fax 956-289-7472 / 956-318-2130

EQUIPMENT COVERED

Model: Brother/2820 Fax Serial: U61325C7J43163

Options: _____ Serial: _____

Rate: $ 125.00 per year.

Effective dates of agreement from June 16, 2010 to June 15, 2011.

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

_____ _____
Authorized Signature Title

_____
Print Name

Laura Garza June 16, 2010
Copy Graphics, Inc. Representative Date

Requisition

Req # 00174915

PO #

Date: 05/03/10

Consent
#21780
6/29/10

Bill To: x
x

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

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

Contact: TERRY TRUJILLO
956-318-2570

Contract No: cc - 5/12/09

Special Instructions:

REQ # 95 Ref Co. #C-05-004 05-24
No agreement to be signed the renewal of agreement is automatically

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		STATE CONTRACT 578-N1 (VALID FROM 03/04/2005-12/31/2010		
		DO NOT DUPLICATE ORDER		
1.00	EACH	COVERAGE DATE 07/01/10-06/30/11 SFTW MAINT. AGRMT-UNITY EDM (ELECTION DAY MANAGER)	2,894.06	2,894.06
1.00	EACH	SFTWR MAINT AGRMT. - BOD (BALLOT ON DEMAND)	1,157.63	1,157.63
1.00	EACH	SFTWR MAINT AGRMT. - UNITY BIM (BALLOT IMAGE MANAGER)	2,315.25	2,315.25
1.00	EACH	SFTWR MAINT AGRMT. - UNITY HPM (HARDWARE PROGRAMMING MANAGER)	11,576.25	11,576.25
1.00	EACH	SFTWR MAINT AGRMT. - UNITY IVIM (IVOTRONIC IMAGE MANAGER	2,894.06	2,894.06
		Account No	Encumbrance	
		0-1100-414-00-130-001-0-336	20,837.25	
			Freight	.00
			Total	20,837.25
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

APR 30 2010 HR Req# 14915

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

INVOICE NO.	PAGE
738880	1
INVOICE DATE	
04/26/10	

BILL TO:
HIDALGO COUNTY, TEXAS
Elections Administration Bldg
101 South 10th Street

Edinburg, TX 78539-4340

SHIP TO:
HIDALGO COUNTY, TEXAS
Elections Administration Bldg
101 South 10th Street

Edinburg, TX 78539-4340

ACCOUNT NO.	CUSTOMER P.O. NUMBER	TERMS	ORDER NO.	SALES REP.	SHIP VIA
H31042	SMA 2010-2011	NET 90 DA	812385	2861	ES&S DEL

QTY. ORDERED	DESCRIPTION	UNIT PRICE	UOM / DISC. %	EXTENDED PRICE
	Coverage Date 07/01/10-06/30/11 Election Ref: NA			
1	Sftw Maint Agrmt-Unity EDM Election Data Manager	2894.0600	EA	2,894.06
1	Sftwr Maint Agrmt-BOD Ballot on Demand	1157.6300	ST	1,157.63
1	Sftwr Maint Agrmt-Unity BIM Ballot Image Manager	2315.2500	EA	2,315.25
1	Sftwr Maint Agrmt-Unity HPM Hardware Programming Manager	11576.2500	EA ✓	11,576.25
1	Sftwr Maint Agrmt-Unity IVIM Ivotronic Image Manager	2894.0600	EA	2,894.06

0	.00
	.00
	.00
FREIGHT DISCOUNT	.00
SHIPPING & HANDLING	.00
TOTAL	20,837.25

INVOICE NO.	ACCOUNT NO.	AMOUNT
738880	H31042	20,837.25

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

Requisition

Req # 00153782
PO # 622591
Date: 04/27/09

Bill To: x
x

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

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

Contact: TERRY TRUJILLO
956-318-2570

Contract No:

Special Instructions:
REQ # 67

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

Authorized By: _____

Matilde Faz

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

Maty,

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

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

Please reference requisition#153782 which was disapproved.

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

Thanks.

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

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

The signed agreements are in effect for the following software:

ERM – purchased in 2003.
Initial post-warranty maintenance fee of $1,500 starting in 2004, increased $250 annually per agreement until 2008.
Since 2008, increased 5%, which saves the county money per renewal.

BIM/BOD/EDM/HPM/iVIM – purchased in 2005
Initial post-warranty maintenance fee of $18,000 starting in 2006, increased 5% annually per agreement.

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

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

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

INVOICE NO	PAGE
714066	1

INVOICE DATE
04/14/09

HIDALGO COUNTY, TEXAS
Elections Administration Bldg
101 South 10th Street

Edinburg, TX 78539-4340

HIDALGO COUNTY, TEXAS
Elections Administration Bldg
101 South 10th Street

Edinburg, TX 78539-4340

CUSTOMER NO	CUSTOMER PO	TERMS	SALES NO	SHIP VIA	F.O.B.
H31042	SMA 2009-2010	NET 90 DA	785771	2148	ES&S DEL

QTY ORDERED	QTY SHIPPED	ITEM NO	DESCRIPTION	UNIT PRICE	U/M	EXTENSION
			Coverage Date Election Ref: NA			
1			Sftw Maint Agrmt-Unity EDM Election Data Manager RENEWAL PERIOD: 7/1/09 - 6/30/10	2756.250000	EA	2,756.25
1			Sftwr Maint Agrmt-BOD Ballot on Demand RENEWAL PERIOD: 7/1/09 - 6/30/10	1102.500000	ST	1,102.50
1			Sftwr Maint Agrmt-Unity BIM Ballot Image Manager RENEWAL PERIOD: 7/1/09 - 6/30/10	2205.000000	EA	2,205.00
1			Sftwr Maint Agrmt-Unity HPM Hardware Programming Manager RENEWAL PERIOD: 7/1/09 - 6/30/10	11025.000000	EA	11,025.00
1			Sftwr Maint Agrmt-Unity IVIM Ivotronic Image Manager RENEWAL PERIOD: 7/1/09 - 6/30/10	2756.250000	EA	2,756.25

TX	.00
	.00
	.00
	.00
	.00
	19,845.00

INVOICE NO	CUSTOMER NO	AMOUNT
714066	H31042	19,845.00

Requisition

Req # 00176827

PO #

Date: 06/07/10

Consent
#21780
6/29/10

Bill To: x
x

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

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

Contact: TERRY TRUJILLO
956-318-2570

Contract No:

Special Instructions:
REQ # 119

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		TBPC-578-N1		
		DO NOT DUPLICATE ORDER		
1.00	EACH	COVERAGE DATE 02/01/10-01/31/11 GOLD HDW MAINT/SUPPORT-650	2,730.00	2,730.00
1.00	EACH	FIRMWARE USAGE AGREEMENT-650	309.75	309.75
147.00	EACH	GOLD-HDW MAINT/SUPORT-IVOTR	99.75	14,663.25
147.00	EACH	FIRMWARE USAGE AGREEMENT-IVOTRONIC	33.00	4,851.00
		Account No	Encumbrance	
		0-1100-414-00-130-001-0-336	22,554.00	
			Freight	.00
			Total	22,554.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

Req# 176827 MAY 2 1 2010 #IC

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

INVOICE NO.	PAGE
742655	1
INVOICE DATE	
05/14/10	

BILL TO:
HIDALGO COUNTY, TEXAS
Elections Administration Bldg
101 South 10th Street

Edinburg, TX 78539-4340

SHIP TO:
HIDALGO COUNTY, TEXAS
Elections Administration Bldg
101 South 10th Street

Edinburg, TX 78539-4340

ACCOUNT NO.	CUSTOMER P.O. NUMBER	TERMS	ORDER NO.	SALES REP.	SHIP VIA
H31042	HMA/FMA 2010-2011	NET 90 DA	814538	2861	ES&S DEL

QTY. ORDERED	DESCRIPTION	UNIT PRICE	UOM / DISC. %	EXTENDED PRICE
	Coverage Date 02/01/10-01/31/11			
	Election Ref: NA			
1	GOLD-HDW MAINT/SUPPORT-650	2730.0000	EA	2,730.00
1	Firmware Usage Agrmt-650	309.7500	EA	309.75
147	GOLD-HDW MAINT/SUPPORT-IVOTR	99.7500	EA	14,663.25
147	Firmware Usage Agrmt-iVotronic	33.0000	EA	4,851.00

TX	.00
	.00
	.00
FREIGHT DISCOUNT	.00
SHIPPING & HANDLING	.00
TOTAL	22,554.00

INVOICE NO.	ACCOUNT NO.	AMOUNT
742655	H31042	22,554.00

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

Requisition

Req # 00176215

PO #

Date: 05/25/10

Consent #21780 6/29/10

Bill To: x
x

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

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

Contact: TERRY TRUJILLO
956-318-2570

Contract No:

Special Instructions:
REQ # 111

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		TBPC 578-N1		
		DO NOT DUPLICATE ORDER		
70.00	EACH	COVERAGE DATE 05/01/10-04/31/11 GOLD HDW MAINT/SUPPORT-IVOTR	89.25	6,247.50
70.00	EACH	FIRMWARE USAGE AGRMT-IVOTRONIC	31.00	2,170.00
		Account No	Encumbrance	
		0-1100-414-00-130-001-0-336	8,417.50	
			Freight	.00
			Total	8,417.50
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Larry Carlson

Authorized By: _____

Req # 176215

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

INVOICE NO.	PAGE
742656	1
INVOICE DATE	
05/14/10	

BILL TO:
HIDALGO COUNTY, TEXAS
Elections Administration Bldg
101 South 10th Street

Edinburg, TX 78539-4340

SHIP TO:
HIDALGO COUNTY, TEXAS
Elections Administration Bldg
101 South 10th Street

Edinburg, TX 78539-4340

ACCOUNT NO.	CUSTOMER P.O. NUMBER	TERMS	ORDER NO.	SALES REP	SHIP VIA
H31042	HMA/FMA 2010-2011	NET 90 DA	814539	2861	ES&S DEL

QTY ORDERED	DESCRIPTION	UNIT PRICE	UOM / DISC. %	EXTENDED PRICE
	Coverage Date 05/01/10-04/31/11			
	Election Ref: NA			
70	GOLD-HDW MAINT/SUPPORT-IVOTR	89.2500 EA		6,247.50
70	Firmware Usage Agrmt-iVotronic	31.0000 EA		2,170.00

TX	.00
	.00
	.00
FREIGHT DISCOUNT	.00
SHIPPING & HANDLING	.00
TOTAL	8,417.50

INVOICE NO.	ACCOUNT NO.	AMOUNT
742656	H31042	8,417.50

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

Ref # 176215

To: Allison, Mark D.; Jensen, Mary
Cc: 'yvonne ramon'
Subject: RE: Questions about renewal invoices

Mark,

Thanks for responding. Would you know if there was an agreement made? How did that transaction take place? And what date did this gold maintenance take place, like what date?

I need to provide some specifics for our purchasing department so they may understand what took place.

Thank You.

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

From: Allison, Mark D. [mailto:mdallison@essvote.com]
Sent: Friday, May 29, 2009 10:40 AM
To: Rolando Garcia; Jensen, Mary
Cc: yvonne ramon
Subject: RE: Questions about renewal invoices

Sorry for just getting back to you on this question about the Gold Service Pkg. I believe the previous staff agreed to go with the Gold Pkg due to the number of iVo's the county has. This pkg entitles you to 1 preventive maintenance service per year. a Tech will come to the county and go through every iVo cleaning, calibrating and testing all functions and repairing those units that they can repair on site and have an RMA repair order issued to return the units he can't repair back to Omaha.

I hope this helps answer your questions.

Mark D. Allison
Project Manager / Customer Service Manager
Election Systems & Software
877-377-8683 for technical support
Cell Phone - 214-621-4707
eFax - 214-594-9894
mdallison@essvote.com

CONFIDENTIALITY NOTICE:
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Req # 176215

Subject: RE: Questions about renewal invoices

Hello Mary,

For invoices#715890 &715891, please forward an email similar in fashion to the one below to explain the renewal. Your previous email helped and the renewal was approved and is moving to processing at our auditor's office.

Thank You.

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

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

The signed agreements are in effect for the following software:

ERM - purchased in 2003.
Initial post-warranty maintenance fee of $1,500 starting in 2004, increased $250 annually per agreement until 2008.
Since 2008, increased 5%, which saves the county money per renewal.

BIM/BOD/EDM/HPM/iVIM - purchased in 2005
Initial post-warranty maintenance fee of $18,000 starting in 2006, increased 5% annually per agreement.

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

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

From: Rolando Garcia [mailto:rolando.garcia@co.hidalgo.tx.us]
Sent: Friday, May 01, 2009 11:11 AM
To: Jensen, Mary
Cc: 'yvonne ramon'
Subject: Questions about renewal invoices

Mary,

I have a request to make of you.

Our purchasing department is processing a requisition for invoice 714066 for $19,845.00 which is a renewal software agreement.

Purchasing is requesting an agreement that is signed since that is how they operate with other vendors. In the case of ES&S, I don't think in the past you all have worked with a signed agreement for renewal items.

Requisition

Req # 00176209

PO #

Date: 05/25/10

Consent # 21780 6/29/10

Bill To: x
x

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

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

Contact: TERRY TRUJILLO
956-318-2570

Contract No:

CC? PO# 626544 -8/1/09-7/31/10
PO# 623930 5/1/09-9/30/10

Special Instructions: 2009 PO# 623929 (147) 2/1/09 - 1/31/10
REQ # 110
TBPC CC 6/8/09 - Ref. C-05-004-05-25

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		TBPC 578-N1		
		DO NOT DUPLICATE ORDER		
479.00	EACH	COVERAGE DATE 08/01/10-07/31/11 GOLD-HDW MAINT/SUPPORT-IVOTR	99.75	47,780.25
479.00	EACH	FIRMWARE USAGE AGRMT-IVTRONIC	33.00	15,807.00
15.00	EACH	G GOLD-HDW MAINT/SUPPORT-IVOTER -1	99.75	1,496.25
15.00	EACH	FIRWARE USAGE AGRMT-IVOTRONIC 2/1/09-1/31/10	33.00	495.00
		Account No	Encumbrance	
		0-1100-414-00-130-001-0-336	65,578.50	
			Freight	.00
			Total	65,578.50
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Claim 6/15/09
6/19/09
6/25/09

Authorized By: _____

Req. 176209

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

INVOICE NO.	PAGE
742657	1
INVOICE DATE	
05/14/10	

BILL TO:

HIDALGO COUNTY, TEXAS
Elections Administration Bldg
101 South 10th Street

Edinburg, TX 78539-4340

SHIP TO:

HIDALGO COUNTY, TEXAS
Elections Administration Bldg
101 South 10th Street

Edinburg, TX 78539-4340

ACCOUNT NO.	CUSTOMER P.O. NUMBER	TERMS	ORDER NO.	SALES REP.	SHIP VIA
H31042	HMA/FMA 2010-2011	NET 90 DA	814540	2861	ES&S DEL

QTY. ORDERED	DESCRIPTION	UNIT PRICE	UOM / DISC. %	EXTENDED PRICE
	Coverage Date 08/01/10-07/31/11			
	Election Ref: NA			
479	GOLD-HDW MAINT/SUPPORT-IVOTR	99.7500	EA	47,780.25
479	Firmware Usage Agrmt-iVotronic	33.0000	EA	15,807.00
15	GOLD-HDW MAINT/SUPPORT-IVOTR	99.7500	EA	1,496.25
15	Firmware Usage Agrmt-iVotronic	33.0000	EA	495.00

TX	.00
	.00
	.00
FREIGHT DISCOUNT	.00
SHIPPING & HANDLING	.00
TOTAL	65,578.50

INVOICE NO.	ACCOUNT NO.	AMOUNT
742657	H31042	65,578.50

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

Commissioners Court Approved Cooperative Vendors List

"EXHIBIT A"

TASB Buy Board;

CC Approval Date	Vendor	Contract Description	Contract
	Austin Ribbon & Computer	Copiers & Supplies	299-08
	American Tire Distributor Formerly known as Gray's Wholesale Tire	Tires, Tubes & Automotive Parts, Supplies & Equipment	307-08
	Amerx Office Solutions	Copiers & Supplies	299-08
	Audio Visual Aids	Audio Visual Equipment & Supplies	313-09
	BSN Sports	Athletic & PE Supplies & Heavy Duty Exercise Equipment	336-10
	Burton Auto Supply	Tires, Tubes & Auto Products	307-08
	CC Distributors, Inc.	Custodial Supplies & Equipment	291-08
	Camcor, Inc.	Audio Visual Equipment & Supplies	313-09
	Carrier Corporation	HVAC Equipment & Supplies & Insulation Trades Services & Labor for Electrical, Plumbing & HVAC	305-08 296-08
	Chemsearch, A Div Of NCH	Water Treatment Chemicals & Equipment	288-08
	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
	Gaylord Bros. Inc.	Instructional Supplies & Equipment	328-09
	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
	Mansion Grove House, LLC	Athletic, PE & Gym Supplies & Eq. & Exercise	336-10
	MSC Industrial Supply	Maintenance, Repair & Operation Supplies & Equipment	263-07
	Miller Uniforms & Emblems Inc.	Public Safety & Fire House Supplies & Equipment	284-08
	Miracle Recreation Equipment Co.	Parks & Recreation & Field Lighting Products & Installation	269-07
	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	339-10
	Safeguard Universal	Awards, Trophies & Personal Recognition	266-07
	SHI Government Solutions	Technology, Eq., Software, Supplies & Telecomm	331-09
	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
	Vance Hunt Libraries	School, Office, Library & Dormitory Furniture	337-10
	Waukesha-Pearce Industries, Inc.	Construction Equipment	268-07
	Siddons Fire Apparatus, Inc.	Fire Apparatus	323-09
	B&H Photo-Video Pro Audio Inc.	Stage Curtains , Lighting & Stage / Stadium Sound Systems	330-09
	Dooley Tackaberry, Inc.	Public Safety & Fire Supplies & Equipment	284-08
	Gunn Chevrolet	Vehicles	281-07

TPSS-Term contracts P.O.s;

CC Approval Date	Vendor	Contract Description	Contract
	Ansell Healthcare Products Inc.	Contraceptives	269-A4
	Apothecus Pharmaceutical Corp.	Contraceptives	269-A4
	Auburn Pharmaceutical Co.	Drugs, Pharmaceuticals & Multi-Vitamins (Human Use)	269-A1
	Bob Barker Company, Inc.	Clothing & Apparel	200-A1
6/29/2010	***Canon***	**Photocopier Lease & Rental**	**985-L2**
	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
	Johnson Grayson Automotive dba Holiday Chevrolet	Automotive and Law Enforcement Vehicles	071-A1
	Kyocera Mita America Inc. - Minolta	Photocopiers-Rental Renewal Only	985-A5
6/15/2010	MMS A Medical Supply Co.	Hospitals Sundries (Disposables) including syringes	475-A1
	Midwest Medical Supply	Hospitals Sundries (Disposables) including syringes	475-A1
	National Vitamin Co.	Drugs, Pharmaceuticals & Multi-Vitamins (Human Use)	269-A1
	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
	PlumbMaster, Inc.	Plumbing Parts, Fixtures & Supplies	670-A2
	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
6/29/2010	***Sam Pack's Five Star Ford***	**Automobiles & Law Enforcement Vehicles**	**071-A1**
	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" Posture Back Ergonomic	505-A2 665-A2 425-A8

	Texas Department of Criminal Justice	Furniture TCI & TIBH Chairs, Desks, Tables, Sofas, Bookcase	425-A5
	Voss Lightning	Electrical Equipment & Supplies	285-A1
	Xerox Corporation	Photocopier Lease & Rental	985-L2

TPSS-DIR;

CC Approval Date	Vendor	Contract Description	Contract
	ARC Austin Ribbon & Computer	DBITS-Technology Migration/Upgrade Software Computer, Thin Clients and Terminals/Computer Operations Services/Software	886 293 601
	A T & T	Cisco Networking Equipment Telecommunication Contract for Wireless Voice & Data/Cellular Services Networking Services	233 597 826
6/29/2010	***CDW Government, Inc.***	**Computer Equipment, Software, Components, Peripherals & Software**	592 673 **1364**
	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. Networking Equipment	236 235 838 1369
	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 LP	Computer Equipment, Software, Components & Peripherals Software	251 600 568 890 1014
6/29/2010	***ESI Acquisition Inc.***	**Contract for Products & Related Services**	**822**
	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 Solutions, Inc.	Computer Equipment, Software, Components, Peripherals & Software	810

			890
	SHI Government Solutions, Inc.	Purchase or Various Software	1009
	SHI Government Solutions, Inc.	Computer Equipment, Software, Components, Peripherals & Software	1364
	Tech Depot	Computer Equipment, Software, Components, Peripherals & Software	223
6/29/2010	***Verizon Wireless***	**Wireless Voice & Data Services and Equipment**	**604**
	Votec	Software	937
6/29/2010	***Xerox***	**Products & Services**	**515**

TPSS-TXMAS contracts;

CC Approval Date	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
	Business Interiors by Staples The Hon Company	Special Use Furniture	6-71111060
	B&H Photo & Video	Photographic Equipment-Cameras, Photographic Printers and Related Supplies & Services (Digital and Film –Based)	8-67030
	B&H Photo & Video	VCRS, VCP, DVD, Monitors and Monitors/Receivers, Including Spare & Repair Parts, and Accessories	8-58I020
	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
6/15/2010	Firetrol Protection Systems, Inc.	Facilities Maintenance & Management	6-03FAC020
	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

6/29/2010	***Lawson Products Inc.***	**Hardware Superstore**	**3-51V030**
	MCS	Access Control Systems	9-84060
	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
	Tire Centers, LLC Michelin North America, Inc.	Tires, Pneumatic (new), for passenger, light truck, medium truck, and bus, and retread services	7-261010
	Tremco, Inc.	Facilities Maintenance & Management Bldg. & Bldg. Materials/Industrial Services & Supplies	603FAC010 6-56050
	United Rentals, Inc.	Hardware Superstore, Heavy Vehicle Equipment	7-51V080
	Visual Innovations Company, Inc.	Professional Audio/Video, Telecommunications and Security Solutions	4-581010
	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;

CC Approval Date	Vendor	Contract Description	Contract
	Enterprise Rent a Car	Car Rental	TX-C1080
	Avis Rent a Car Systems	Car Rental	TX-C1080

TIPS;

CC Approval Date	Vendor	Contract Description	Contract
	Chemical Response & Remediation Contractors, Inc.	Trades, Temporary Labor & Materials	8032609
	3-C Technology	Audio Visual Equipment & Supplies	01-032609

		Computer Equipment, Components & Peripherals	1072309

US Communities;

CC Approval Date	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
	Zep	Janitorial Supplies	2007-118-3034
6/22/2010	Tech Depot	Technology Products & Solutions	RQ09-997736-42C

TCPN;

CC Approval Date	Vendor	Contract Description	Contract
	Best Buy Gov LLC	Audio Visual Equipment and Services	R-4705
6/15/2010	CAS Companies, LP	Job Order Contracting Services	R-5004
	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
	Troxell Communications	Audio Visual Equipment and Services	R4708
	Xerox Corporation	Document Management (Copiers)	R-4671
	Xerox Supplies	Paper fine	R-4929

GSA;

CC Approval Date	Vendor	Contract Description	Contract
	CDW	Computer Equipment, Software, Components, Peripherals & Software	GS-35F-0195J
	Dell	Computer Equipment, Software, Components, Peripherals & Software	GS-35F-4076D
	NYP CORP	Shipping, Packaging and Packing Supplies	GS-14F-1237H
	Tactical Gear Now, Inc.		GS-07F-5508R

6/29/2010	*Galls/Aramark*		GS-07F-0157M

HGAC;

CC Approval Date	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
	A & B Communications	Communications Equipment & Services	RA01-08
	Superior Alarms	Video Surveillance Systems	SE05-08

***Denotes: New Vendor added for approval**

AI-21778 **10.H.**

To Advertise/ Prct. 3-Garbage Collection At Los Ebanos Pavilion
CC CONSENT

Date:	06/29/2010
Submitted By:	Sandy Suarez, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department

Information

CAPTION

Requesting authority to advertise and approval of procurement packet (i.e. specifications/requirements, legal notice, draft requirements agreement, etc.) as attached hereto for: Hidalgo County Precinct No. 3 - "Garbage Collection & Related Services - Los Ebanos Pavilion" RFB: 2010-244-07-21-SGS.

BACKGROUND

Proposed Schedule of Events:
1) 1st Advertisement: July 03, 2010
2) 2nd Advertisement: July 10, 2010
3) Bid Opening Date: July 21, 2010

Fiscal Impact

FISCAL YEAR: 2010	ACCT. #: 0-1100-452-00-123-008-0-421
FUNDS AVAILABLE Y/N?: Y	MATCHING FUNDS Y/N?: Y

BUDGETARY IMPACT:

Available balance as of 6/25/10 is $1,340.00.

Attachments

Link: Procurement Packet

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	06/22/2010 01:57 PM	APRV
2	Budget & Management	Erika Zamora	06/22/2010 02:09 PM	APRV
3	Perla Lopez	Perla Lopez	06/25/2010 10:58 AM	APRV
4	Auditor's Office		06/25/2010 05:01 PM	NEW

Form Started By: Sandy Suarez — Started On: 06/22/2010 08:05 AM

Final Approval Date: 06/25/2010

PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM

To: Joe M. Flores Commissioner
Hidalgo County Precinct No. 3
Attn: Sergio H. Saenz, Park Director **via email:** sergio.saenz@co.hidalgo.tx.us

From: Sandy Suarez, Buyer II
Hidalgo County Purchasing Dept.

Date: June 18, 2010

Re: RFB No.: 2010-244-00-00-SGS-**HIDALGO COUNTY PRECINCT NO. 3-"GARBAGE COLLECTION AT LOS EBANOS PAVILION"**

For your **REVIEW and UPDATE,** attached you will find the current specifications for the above-referenced project. Please indicate if these specifications meet all your requirements by signing below and indicating your approval, approval with modifications and/or disapproval.

If you have any questions, please call me at (956) 318-2626 ext# 4860.

APPROVE _____ DISAPPROVE _____

APPROVED WITH MODIFICATIONS _____

FUNDS AVAILABILITY ___✓___ YES / _____ NO/ _____ Other

(Specify) _____

BUDGET ACCOUNT # 0-1100-452-00-123-008-0-421

_____ _____ _____

AUTHORIZED SIGNATURE PRINTED NAME DATE

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 292-7612 or e-mail: sandy.suarez@co.hidalgo.tx.us no later than Tuesday, JUNE 22, 2010 @ 3:00p.m.

Enclosures

EXHIBIT "A"

SPECIFICATIONS/REQUIREMENTS

HIDALGO COUNTY PRECINCT NO. 3

REQUEST FOR BIDS

"GARBAGE COLLECTION AT LOS EBANOS PAVILION"

BID NO.: 2010-244-07-21-SGS

EXHIBIT "A"

HIDALGO COUNTY PRECINCT No. 3

"GARBAGE COLLECTION AT LOS EBANOS PAVILION"

Bid No. 2010-244-07-21-SGS

SPECIFICATIONS/REQUIREMENTS

Scope of Services:

Hidalgo County is soliciting competitive sealed bids for the service of "garbage collection" from certified, licensed participates. Bidders will be required to collect; transport and dispose of solid waste (garbage) generated by Hidalgo County Precinct No. 3-Los Ebanos Pavilion. All collection services will be on an "**As Needed Basis**".

Specifications/Requirements:

In accordance with the specifications/requirements specified herein and including, but not limited to all provisions set forth in the accompanying documentation. Any bid that does not meet the minimum requirements and/or specifications will be rejected.

1. All solid waste (garbage) collections will be on an "**As Needed Basis**" only.
2. The department is in need of a one (1) day service per week.
3. Bidder will be required to provide one (1), eight (8) cubic yard bin (container) with lid.
4. Bidder must provide the name and location of landfill site to which the solid waste will be delivered and disposed of.
5. If bidder(s) is not the owner or operator of the landfill site, bidder must provide copies of all documents authorizing bidder(s) to properly dispose of solid waste is such landfill.
6. The Bidder must present evidence that it possesses all federal, state and local permits necessary and proper to the conduct of a waste collection and disposal business.
7. Bidder shall provide a current permit for the landfill size issued by the Texas Natural Resource Conservation Commission (TNRCC) evidencing authorization for the disposal of solid waste. Bidder must be in compliance throughout the term of contract.
8. The successful bidder agrees to abide by all applicable state laws, regulations and be incompliance with all OSHA and TXDOT's regulations and requirements for the transportation of solid waste materials through out the term of the contract.
9. If a Local Declaration of Disaster is declared by the Hidalgo County Judge, special rates will apply for the following categories of waste:
    a) Construction Debris
    b) Furniture/Mattress
    c) Flammable/Hazardous Materials
    d) Batteries
    e) White goods transported to metal recycle.
10. No household trash will be included. Tickets must be specially marked by disaster name.
11. Bidder should designate which categories of waste your firm can transport or accept for waste storage.
12. Site locations will vary depending on event, to be discussed at initial waste removal planning meeting at the time of event.

13. Bidder will provide all labor, machinery and equipment, tools and materials required to render services.
14. Cost for land filling will be on a per ton basis as listed on Bid page form. (Exhibit "B").
15. Bidder must provide proposed collection schedule.
16. Bidder must provide any additional fees, such as landfill charges, transportation etc.

Collection Site:

Hidalgo County Precinct No. 3
Los Ebanos Pavilion
Los Ebanos, TX. 78565

TERMS AND CONDITIONS:

1.) The term of the contract will be for a one (1) year initial period. Hidalgo County reserves the right to extend the contract for an additional two (2) one (1) year terms, under the same rates, terms and conditions.

2.) Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for the next contract term.

3.) Hidalgo County reserves the right to award the bid on a lump sum basis to one bidder or to Multiple bidders if the County determines it is in its best interest to do so.

4.) After Bid is awarded and successful awarded contractor defaults in meeting the general instructions to bidder(s) and/or in complying with the contract agreement, Hidalgo County reserves the tight 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 of such item.

5.) Hidalgo County reserves the right to add or delete items/locations during the term of the contract under the same rates, terms and conditions.

6.) Any contract awarded to a successful bidder will be in effect until:
- The contract expires.
- Delivery acceptance of products and/or performance of services ordered, or
- Terminated by County with thirty (30) days written notice prior to the cancellation.

7.) Insurance requirements for this project to be maintained through out the contract term (refer to Exhibit "C" for limits).

8.) Hidalgo County reserves the right to reject any/all bids, to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantage to the County.

9.) Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.

10.) Bidder will have been in business for at least two years.

11.) The bidder awarded the contract shall not engage the services of a subcontractor without prior written consent of Hidalgo County. When requesting written consent from Hidalgo County to retain a subcontractor to perform services hereunder the successful bidder must present evidence and submit to the County that the successful bidder and the proposed subcontractor possess all necessary licenses and permits to perform the services described herein and that the successful bidder and the proposed subcontractor have obtained and submitted the required insurance coverage and policies as required by Hidalgo County.

12.) The successful bidder shall not deliver products or provide services without a Hidalgo County Purchase Order, signed by an authorized agent of the Hidalgo County Purchasing Department.

13.) Each bidder further represents and warrants that there are not current pending legal or administrative proceedings relating to its conduct of a solid waste collection, transport of disposal operation which will be utilized in performing on a contract awarded hereunder. Prior to award of contract, each bidder and thereafter, the successful bidder will notify the County within three (3) business days of the filing of any legal or administrative proceedings affecting or in any manner related to its operation of solid waste collection, transport and disposal operation which is or will be utilized in performing on a contract awarded hereunder.

14.) Bidder shall describe any tracking and manifest documentation procedures and certify that the same are in compliance with state and federal regulations relating to bio-hazardous waste disposal. Upon acceptance of any waste products by the successful bidder and execution of any request manifest or other document, the successful bidder shall be granted all right, title and interest in the waste. Procedures subsequent to the acceptance of the waste will comply with all applicable regulations regarding the handling and disposition of waste.

MARKET VOLATILITY AND UNIT PRICE ADJUSTMENTS:

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increase might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to medicate 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 cost 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 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, 2802 S. Bus. Hwy. 281, Edinburg, Tx 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED**

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, Wednesday, July 14, 2010 by 5:00 p.m. Responses to said inquiries will be sent to all applicants via facsimile by no later than Friday, July 16, 2010 by 5:00 P.M.

Bid No: 2010-244-07-21	Buyer: Sandy Suarez	Tel. No: (956) 318-2626 x 4860

REQUEST FOR BIDS

HIDALGO COUNTY PRECINCT NO. 3

"GARBAGE COLLECTION AT LOS EBANOS PAVILION"

BID OPENING DATE: JULY 21, 2010

Contact Person:

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

956 318-2626

Form HCPD-03

1. Sealed bids will be received for **"HIDALGO COUNTY PRECINCT NO. 3-GARBAGE COLLECTION AT LOS EBANOS PAVILION"**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-2010-244-07-21-SGS- HIDALGO COUNTY PRECINCT NO. 3-GARBAGE COLLECTION AT LOS EBANOS PAVILION"** and in County's Purchasing Department, physical address: 2802 S. Business Hwy 281, mailing address 2812 S. Business 281 New Administration Building,, Edinburg, Texas **on or before 9:30 a.m., WEDNESDAY, JULY 21, 2010.**

   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 No. 2010-244-07-21-SGS- HIDALGO COUNTY PRECINCT NO. 3-GARBAGE COLLECTION AT LOS EBANOS PAVILION".

   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. Shipping costs are to be F.O.B. destination. (Vendor pays all shipping cost and remains responsible until the County takes possession)

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 PRECINCT NO. 3-GARBAGE COLLECTION AT LOS EBANOS PAVILION"** 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 Precinct No. 3
Sergio H. Saenz, Park Director
(956)585-5311

17. Schedule of Events:

Bid Opening, 9:30 AM	**JULY 21, 2010**
Award of Contract	_____, 2010
Commence Work or Deliver Products	_____, 2010

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 thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services

23. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

. Possess or is able to obtain adequate financial resources as required to perform under the bid;
. Be able to comply with the required or proposed delivery schedule;
. Have a satisfactory record of performance;
. Have a satisfactory record of integrity and ethics;

. Be otherwise qualified and eligible to receive an award.

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

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

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

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

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

28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

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

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

Bid
for
HIDALGO COUNTY PRECINCT NO. 3
"GARBAGE COLLECTION AT LOS EBANOS PAVILION"
BID NO.: 2010-244-07-21-SGS

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Bus. Hwy. 281
Edinburg, Texas 78539

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

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

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

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

THE STATE OF TEXAS '
'
COUNTY OF HIDALGO '

SERVICE CONTRACT
C-10-244-00-00

THIS CONTRACT is made and entered into this____day of _____, **2010** by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and_____ a Texas Corporation. ("Company").

WHEREAS, Company responded to advertised notices for bids for **"Garbage Collection at Los Ebanos Pavilion"** (the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, a copy of Request for Bid (RFB) Procurement Packet being attached hereto as Exhibits "A" (the "RFB") and Exhibit "B" respectively, and incorporated herein for all purposes (the "Bid Page"); 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 Services to locations at **Hidalgo County Precinct No. 3**. 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

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

3. This Contract shall be for a period beginning **(DATE)** and ending on **(DATE)** and may be extended at the sole discretion of County for an additional two (2) 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

DRAFT

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

DRAFT

100 E. Cano
Edinburg, Texas 78539

If to Company _____
_____

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

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

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

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

DRAFT

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

COUNTY OF HIDALGO

ATTEST:

By:_____
Rene A. Ramirez, County Judge

_____
Arturo Guajardo Jr., County Clerk

COMPANY:
By:_____
Printed Name:_____
Title:_____

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

By:_____

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EXHIBIT "A"

REQUEST FOR BID (RFB)
PORCUREMENT PACKET

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EXHIBIT "B"

BID PAGE

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EXHIBIT "C"

CERTIFICATE OF INSURANCE

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