

**AI-24594**

**2.A.**

**Bond transfer  
CC CONSENT**

Date: 12/30/2010  
Submitted By: Angela Garcia, BUDGET & MANAGEMENT  
Department: BUDGET & MANAGEMENT  
Agenda Category: 2010 Intradep.(Line-Item) Transfers

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Information

CAPTION

2010 - County Court #1 (1100)

BACKGROUND

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Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1100-412-00-021-0-xxx  
FUNDS AVAILABLE Y/N?: y MATCHING FUNDS Y/N?:  
BUDGETARY IMPACT:  
Available balance \$403.06 as of 12/27/10

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Attachments

Link: [LIT](#)

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Form Routing/Status

Form Started By: Angela Garcia Started On: 12/27/2010 08:18 AM  
Final Approval Date: 12/27/2010

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## INTRA-DEPARTMENTAL TRANSFER

DATE: December 29, 2010

DEPARTMENT HEAD: JUDGE RUDY GONZALEZ

DEPARTMENT NAME: COUNTY COURT AT LAW #1

ACCOUNT NUMBER: 0-1100-412-00-021-001-0

CONTACT PERSON: DORA GUTIERREZ PHONE: 956.318.2375

SUBJECT: Intra-departmental Transfer

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT NAME	TO OBJECT CODE	OBJECT NAME	AMOUNT
831	COURT COSTS & INVESTIG	529	SURETY & NOTARY BONDS	\$ 140.00
<b>TOTAL</b>				<b>\$ 140.00</b>

**REASON: COURT NEEDS ADDITIONAL FUNDS TO COVER ADDITIONAL EXPENSES.**

\_\_\_\_\_  
DEPARTMENT HEAD SIGNATURE

\_\_\_\_\_  
CC DATE

\_\_\_\_\_  
APPROVED COMMISSIONERS COURT

\_\_\_\_\_  
ATTEST COUNTY CLERK

AI-24447

2.B.

line item 640

CC CONSENT

**Date:** 12/30/2010  
**Submitted By:** Esther Cantu, 398TH DISTRICT COURT  
**Department:** 398TH DISTRICT COURT  
**Agenda Category:** 2010 Intradept.(Line-Item) Transfers

**Information**

**CAPTION**

2010 - 398th District Court (1100)

**BACKGROUND**

**Fiscal Impact**

**FISCAL YEAR:** 2010                      **ACCT. #:** 0-1100-412-00-009-001-0-XXX  
**FUNDS AVAILABLE Y/N?:** Y                **MATCHING FUNDS Y/N?:** N

**BUDGETARY IMPACT:**

664-->640 - \$ 100.00; Funding available as of 12/17/10.

**Attachments**

Link: [line item 640](#)

**Form Routing/Status**

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Angela Garcia	12/15/2010 03:34 PM	APRV
2	Norma Silva	Norma Silva	12/17/2010 10:45 AM	APRV
3	Auditor's Office	Linda Fong	12/20/2010 01:24 PM	APRV
4	Purchasing Department	Marty Salazar	12/21/2010 03:47 PM	APRV

Form Started By: Esther Cantu                      Started On: 12/15/2010 02:29 PM

Final Approval Date: 12/21/2010

DATE: December 15, 2010  
 DEPARTMENT HEAD: Aida Salinas Flores  
 DEPARTMENT NAME: 398th District Court  
 ACCOUNT NUMBER: 0-1100-412-00-009-001-0

**SUBJECT: Budget Line-Item Transfer (s)**

Honorable Commissioners' Court of Hidalgo County:

I submit to you for 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
0-1100-412-00-009-001-0-664	OTH MINOR EQUIP	○	0-1100-412-00-009-001-0-640	REFERENCE MATERIAL	\$ 100.00
		→			
		→			
		→			
		→			
		→			
		→			
		→			
<b>TOTAL</b>					100

**REASON:**  
ADDITION MONIES NEEDED

DEPARTMENT HEAD SIGNATURE

December 15, 2010  
 Date

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

**AI-24582**

**2.C.**

**transfer of funds - Budget Division**

**CC CONSENT**

Date: 12/30/2010  
 Submitted By: Monica Badillo, EXECUTIVE OFFICE  
 Department: EXECUTIVE OFFICE  
 Agenda Category: 2010 Intradep.(Line-Item) Transfers

**Information**

**CAPTION**

2010 - DBM - Budget Division (1100)

**BACKGROUND**

**Fiscal Impact**

FISCAL YEAR: 2010 ACCT. #: 0-1100-415-14-115-001-0-XXX  
 FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N

**BUDGETARY IMPACT:**

661-->336 - \$ 1,292.00; Funding available as of 12/22/10.  
 672-->336 - \$ 958.00; Funding available as of 12/22/10.

**Attachments**

Link: [transfer](#)

**Form Routing/Status**

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Angela Garcia	12/22/2010 03:35 PM	APRV
2	Norma Silva	Norma Silva	12/22/2010 04:01 PM	APRV
3	Auditor's Office	Linda Fong	12/22/2010 04:08 PM	APRV

Form Started By: Monica Badillo Started On: 12/22/2010 03:12 PM

Final Approval Date: 12/22/2010

DATE: December 22, 2010

DEPARTMENT HEAD: RAUL SILGUERO, JR.

DEPARTMENT NAME: DBM - BUDGET DIVISION

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

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
661	Minor office furniture and equip.	336	Computer Services	1,292.00
672	Repair & maint. Supp.-equip./vehicles	336	Computer Services	958.00
TOTAL				2,250.00

REASON: To pay annual renewal of software maintenance agreement for Agenda Quick.

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DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
DATE

ATTEST COUNTY CLERK

**AI-24545**  
**transfer**  
**CC CONSENT**

**2.D.**

Date: 12/30/2010  
Submitted By: Nereida Garza, HUMAN RESOURCES/CIVIL SERVICE  
Department: HUMAN RESOURCES/CIVIL SERVICE  
Agenda Category: 2010 Interdepartmental Transfers

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Information

CAPTION  
2010 - Human Resources (1100)

BACKGROUND

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Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-11400-415-50-190-002-0-XXX  
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N  
BUDGETARY IMPACT:  
601-->442 - \$ 10.00; Funding available as of 12/22/10.

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Attachments

Link: [revised transfer](#)

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Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	12/21/2010 02:47 PM	APRV
2	Norma Silva	Norma Silva	12/22/2010 08:53 AM	APRV
3	Auditor's Office	Linda Fong	12/22/2010 11:06 AM	APRV

Form Started By: Nereida Garza

Started On: 12/21/2010 02:29 PM

Final Approval Date: 12/22/2010

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**DATE:** 12-21-10  
**DEPARTMENT HEAD:** Esther A. Cortez  
**DEPARTMENT NAME:** HUMAN RESOURCES  
**ACCOUNT NUMBER:** 0-1100-415-50-190-002 0  
**SUBJECT:** BUDGET LINE-ITEM TRANSFER(S)

Honorable Commissioners' Court of Hidalgo County:

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

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

FROM:		TO:			
OBJECT CODE	OBJECT NAME	OBJECT CODE	OBJECT NAME	AMOUNT	
601	supplies	442	rental	\$	10.00
601	supplies	412	Cable	\$	15.00

REASON: To pay for needed rental and cable services

TOTAL \$10.00

\_\_\_\_\_  
Department Head Signature

\_\_\_\_\_  
Date

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Approved Commissioners' Court

\_\_\_\_\_  
Date

\_\_\_\_\_  
Attest County Clerk

AI-24521

2.E.

**PUBLIC DEFENDER'S LINE ITEM TRANSFER  
CC CONSENT**

Date: 12/30/2010  
Submitted By: Patti Loya, PUBLIC DEFENDERS  
Submitted For: Patti Loya  
Department: PUBLIC DEFENDERS  
Agenda Category: 2010 Intradep.(Line-Item) Transfers

Information

CAPTION

2010 - Public Defenders (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1100-412-30-085-003-0-XXX  
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:  
BUDGETARY IMPACT:  
Available account balance as of 12-22-10

Attachments

Link: [TRANSFER](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	12/21/2010 09:28 AM	APRV
2	Veronica Ortiz	Veronica Ortiz	12/22/2010 10:40 AM	APRV
3	Auditor's Office	Linda Fong	12/22/2010 11:07 AM	APRV

Form Started By: Patti Loya  
Started On: 12/20/2010 09:39 AM

Final Approval Date: 12/22/2010

**DATE:** December 20, 2010

**DEPARTMENT HEAD:** Jaime E. Gonzalez, Chief PD

**DEPARTMENT NAME:** Public Defender's Office

**ACCOUNT NUMBER:** 0-1100-412-30-085-003-0

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
<b>560</b>	MICROFILM & FILM DEVOP	<b>342</b>	INFO & CREDIT SERVICES	<b>200.00</b>
			TOTAL	<b>200.00</b>

**REASON:** TO COMPLETE DECEMBER 2010 INVOICE.

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DEPARTMENT HEAD SIGNATURE

\_\_\_\_\_  
APPROVED COMMISSIONERS' COURT

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DATE

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ATTEST COUNTY CLERK

**AI-24531**

**2.F.**

**District Attorney's Office Line-Item-Transfer - 1100**

**CC CONSENT**

Date: 12/30/2010  
 Submitted By: Roy Cazares, DISTRICT ATTORNEY  
 Submitted For: Roy Cazares  
 Department: DISTRICT ATTORNEY  
 Agenda Category: 2010 Intradep.(Line-Item) Transfers

**Information**

**CAPTION**

2010 - District Attorney's Office (1100)

**BACKGROUND**

Monies will be used to pay for copier rental and bottled water. Error was made on the monthly price for a copier when we requested a PO that being the reason for shortage.

**Fiscal Impact**

FISCAL YEAR: 2010 ACCT. #: 0-1100-412-00-080-002-0-XXX  
 FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:  
 BUDGETARY IMPACT:  
 Available account balance as of 12-21-10

**Attachments**

Link: [DAGFLIT007](#)

**Form Routing/Status**

<b>Route Seq</b>	<b>Inbox</b>	<b>Approved By</b>	<b>Date</b>	<b>Status</b>
1	Budget & Management	Erika Zamora	12/21/2010 09:57 AM	APRV
2	JC Carreon	JC Carreon	12/21/2010 10:49 AM	APRV
3	Auditor's Office	Linda Fong	12/22/2010 11:08 AM	APRV

Form Started By: Roy Cazares Started On: 12/21/2010 08:37 AM  
 Final Approval Date: 12/22/2010

## INTRA-DEPARTMENTAL TRANSFER

DATE: **December 30, 2010**

DEPARTMENT HEAD: **Rene Guerra, Criminal District Attorney**

DEPARTMENT NAME: **District Attorney's Office**

ACCOUNT NUMBER: **0-1100-412-00-080-002-0-XXX - GENERAL FUND**

SUBJECT: **Intradepartmental Transfer/s in Accordance with Local Government**

**Code Chapter 111, Subchapter C.**

CONTACT PERSON: **Roy Cazares**

PHONE: **(956) 318-2300 ext. 758**

Honorable Commissioner's Court of Hidalgo County:

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

<b>FROM</b>			<b>TO</b>		
<b>OBJECT CODE</b>	<b>ACCOUNT (OBJECT) NAME</b>		<b>OBJECT CODE</b>	<b>OBJECT NAME</b>	<b>AMOUNT</b>
583	Travel Out of County	→	442	Equipment & Vehicle Rental	\$ 886.00
584	Registration Fees	→	442	Equipment & Vehicle Rental	\$ 114.00
584	Registration Fees	→	631	Bottled Water	\$ 100.00
		→			
		→			\$ -
		→			\$ -
		→			\$ -
		→			\$ -
		→			\$ -
		→			\$ -
<b>TOTAL</b>					<b>\$ 1,100.00</b>

REASON: Monies will be used to pay for copier rental and bottled water. Error was made on the monthly price for a copier when we requested a PO that being the reason for shortage.



for **RENE GUERRA**  
**CRIMINAL DISTRICT ATTORNEY**

\_\_\_\_\_  
APPROVED COMMISSIONERS' COURT

\_ / \_ / \_  
DATE

\_\_\_\_\_  
ATTEST COUNTY CLERK

**AI-24569**

**2.G.**

**Line Item Transfer**

**CC CONSENT**

Date: 12/30/2010  
 Submitted By: Emilia Uriegas, SHERIFF DEPT.  
 Submitted For: Anacleto Martinez  
 Department: SHERIFF DEPT.  
 Agenda Category: 2010 Intradep.(Line-Item) Transfers

**Information**

**CAPTION**

2010 - Sheriff's Office SCAAP (1284)

**BACKGROUND**

**Fiscal Impact**

FISCAL YEAR: 2010 ACCT. #: 0-1284-423-00-280-042-9-XXX  
 FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N

**BUDGETARY IMPACT:**

#619-->#131 \$102.00; available balance as of 12/22/10 \$102.00  
 #664-->#131 \$2,698.60; available balance as of 12/22/10 \$2,698.60  
 #748-->#131 \$130,128.54; available balance as of 12/22/10 \$130,128.54

**Attachments**

Link: [FY2009 SCAAP.LIT](#)

**Form Routing/Status**

Route Seq	Inbox	Approved By	Date	Status
1	Anacleto Martinez	Anacleto Martinez	12/22/2010 11:36 AM	APRV
2	Budget & Management	Erika Zamora	12/22/2010 11:49 AM	APRV
3	Norma Silva	Norma Silva	12/22/2010 02:05 PM	APRV
4	Auditor's Office	Linda Fong	12/22/2010 02:22 PM	APRV

Form Started By: Emilia Uriegas

Started On: 12/22/2010 10:35 AM

Final Approval Date: 12/22/2010

DATE: December 22, 2010

DEPARTMENT HEAD: Sheriff Guadalupe "Lupe" Trevino

DEPARTMENT NAME: SCAAP

ACCOUNT NUMBER: 0-1284-423-00-280-042-9-XXX

SUBJECT: Budget Line-Item Transfer (s)

Honorable Commissioners' Court of Hidalgo County:

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

FROM		TO		
ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		ACCOUNT (OBJECT) NAME	AMOUNT
0-1284-423-00-280-042-9-619	Other Miscellaneous Supplies	→	0-1284-423-00-280-042-9-131	Overtime Pay 102.00
0-1284-423-00-280-042-9-664	Other Minor Equipment	→	0-1284-423-00-280-042-9-131	Overtime Pay 2,698.60
0-1284-423-00-280-042-9-748	Other Equipment	→	0-1284-423-00-280-042-9-131	Overtime Pay 130,128.54
		→		
		→		
		→		
		→		
		→		
		→		
		→		
		→		
				\$132,929.14

REASON: To transfer available balances in operating expenses to the overtime category for spending of remaining funds. As mentioned on original budget amendment for the grant award, the fringe benefits relating to the overtime hours are to be charged to the Jail Office Budget (Account No. 0-1100-423-00-280-002-0-XXX).

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

**AI-24518**

**2.H.**

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

Date: 12/30/2010  
Submitted By: Rachel Cavazos, CONSTABLE PCT. #3  
Submitted For: Larry Gallardo  
Department: CONSTABLE PCT. #3  
Agenda Category: 2010 Intradep.(Line-Item) Transfers

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Information

CAPTION

2010 - Constable Pct. 3 (1100)

BACKGROUND

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Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1230-421-00-293-010-0-XXX  
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N  
BUDGETARY IMPACT:  
619-->672 - \$ 695.00; Funding available as of 12/22/10.

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Attachments

Link: [Line Item Transfer](#)

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Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	12/21/2010 09:27 AM	APRV
2	Norma Silva	Norma Silva	12/22/2010 11:20 AM	APRV
3	Auditor's Office	Linda Fong	12/22/2010 11:38 AM	APRV

Form Started By: Rachel Cavazos Started On: 12/20/2010 08:55 AM

Final Approval Date: 12/22/2010

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DATE: December 29, 2010

DEPARTMENT HEAD: Lazaro Gallardo, Jr.

DEPARTMENT NAME: Constable Precinct 3

ACCOUNT NUMBER: 0-1230-421-00-293-010-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.

<b>FROM OBJECT CODE</b>	<b>OBJECT DESCRIPTION</b>	<b>TO OBJECT CODE</b>	<b>OBJECT DESCRIPTION</b>	<b>AMOUNT</b>
619	OTHER MISC SUPPLIES	672	EQUIP & VEH R&M SUPPLIES	\$ 695.00
TOTAL				\$ 695.00

REASON: AS PER AUDITOR'S OFFICE INVOICE SHOULD BE PAID OUT OF OBJECT CODE 672.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /  
DATE

ATTEST COUNTY CLERK

**AI-24515**

**2.I.**

**Budget Line-Item Transfer for Tower Road Project  
CC CONSENT**

Date: 12/30/2010  
Submitted By: Yolanda Cisneros, COMM. PCT. #2  
Submitted For: Yolanda Cisneros  
Department: COMM. PCT. #2  
Agenda Category: 2010 Intradep.(Line-Item) Transfers

**Information**

**CAPTION**

2010 - Pct. #2 Tower Rd(Owassa-Sioux) (1200)

**BACKGROUND**

**Fiscal Impact**

FISCAL YEAR: 2010 ACCT. #: 0-1200-431-00-122-049-0-XXX  
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:

**BUDGETARY IMPACT:**

Funding available in the amount of \$350,000.00 as of 12/21/2010  
From 731 -----> 711 in the amount of \$21,600.00

**Attachments**

Link: [LIT](#)

**Form Routing/Status**

<b>Route Seq</b>	<b>Inbox</b>	<b>Approved By</b>	<b>Date</b>	<b>Status</b>
1	Budget & Management	Erika Zamora	12/17/2010 03:46 PM	APRV
2	JC Carreon	JC Carreon	12/21/2010 10:45 AM	APRV
3	Auditor's Office	Linda Fong	12/22/2010 11:02 AM	APRV

Form Started By: Yolanda Cisneros Started On: 12/17/2010 03:40 PM  
Final Approval Date: 12/22/2010

**DATE:** December 17, 2010

**2010**  
Transfer

**DEPARTMENT HEAD:** Hector "Tito" Palacios



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

**ACCOUNT NUMBER:** 0-1200-431-00-122-049-0-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).

<b>FROM</b> OBJECT CODE	<b>OBJECT DESCRIPTION</b>	<b>TO</b> OBJECT CODE	<b>OBJECT DESCRIPTION</b>	<b>AMOUNT</b>
731	ROADS	711	ROW	\$21,600.00
<b>TOTAL</b>				<b>\$21,600.00</b>

**REASON:**  
Transfer needed to cover the **WORK AUTHORIZATION NO.1 of TOWER ROAD PROJECT** and any additional expenses.

\_\_\_\_\_  
**DEPARTMENT HEAD SIGNATURE**

12/17/2010  
**DATE**

\_\_\_\_\_  
**APPROVED COMMISSIONERS' COURT**

\_\_\_\_\_  
**ATTEST COUNTY CLERK**

**AI-24552**

**2.J.**

**Budget Line-Item Transfer for South Tower CRC for bottle water.**

**CC CONSENT**

Date: 12/30/2010  
 Submitted By: Yolanda Cisneros, COMM. PCT. #2  
 Submitted For: Yolanda Cisneros  
 Department: COMM. PCT. #2  
 Agenda Category: 2010 Intradep.(Line-Item) Transfers

**Information**

**CAPTION**

2010 - Pct. #2 South Tower CRC (1100)

**BACKGROUND**

**Fiscal Impact**

FISCAL YEAR: 2010 ACCT. #: 0-1100-466-00-122-082-0-XXX  
 FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:

**BUDGETARY IMPACT:**

Funding available as of 12/21/2010 (PO #643602 Increase)  
 From 343 ---> 631 \$30.00  
 From 609 ---> 631 \$100.00

**Attachments**

Link: [LIT](#)

**Form Routing/Status**

<b>Route Seq</b>	<b>Inbox</b>	<b>Approved By</b>	<b>Date</b>	<b>Status</b>
1	Budget & Management	Erika Zamora	12/21/2010 04:45 PM	APRV
2	Ana Galvan	Anna Galvan	12/22/2010 02:57 PM	APRV
3	Auditor's Office	Linda Fong	12/22/2010 03:45 PM	APRV

Form Started By: Yolanda Cisneros Started On: 12/21/2010 04:11 PM  
 Final Approval Date: 12/22/2010

DATE: December 21, 2010

2010  
Transfer



DEPARTMENT HEAD: Hector "Tito" Palacios

DEPARTMENT NAME: Hidalgo County Precinct No. 2  
South Tower CRC Department

ACCOUNT NUMBER: 0-1100-466-00-122-082-0-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
343	LAUNDRY & DRY CLEANING	631	BOTTLE WATER	\$30.00
609	AGRI & LANDSCAPING	631	BOTTLE WATER	\$100.00
<b>TOTAL</b>				<b>\$130.00</b>

REASON: Transfers needed to cover EXPENDITURES.

DEPARTMENT HEAD SIGNATURE

12/21/2010  
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

**AI-24563**

**2.K.**

**Budget Line-Item Transfer for El Dora Road Project  
CC CONSENT**

Date: 12/30/2010  
Submitted By: Yolanda Cisneros, COMM. PCT. #2  
Submitted For: Yolanda Cisneros  
Department: COMM. PCT. #2  
Agenda Category: 2010 Intradep.(Line-Item) Transfers

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**Information**

**CAPTION**

2010 - Pct. #2 El Dora Rd (1200)

**BACKGROUND**

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**Fiscal Impact**

FISCAL YEAR: 2010 ACCT. #: 0-1200-431-00-122-052-0-XXX  
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:  
BUDGETARY IMPACT:  
Funding available in the amount of \$60,000.00 as of 12/22/2010  
From 731 -----> 711 \$30,000.00

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**Attachments**

Link: [LIT](#)

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**Form Routing/Status**

<b>Route Seq</b>	<b>Inbox</b>	<b>Approved By</b>	<b>Date</b>	<b>Status</b>
1	Budget & Management	Erika Zamora	12/22/2010 10:01 AM	APRV
2	Norma Silva	Norma Silva	12/22/2010 11:03 AM	APRV
3	Auditor's Office	Linda Fong	12/22/2010 01:37 PM	APRV

Form Started By: Yolanda Cisneros Started On: 12/22/2010 09:55 AM  
Final Approval Date: 12/22/2010

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DATE: December 22, 2010

**2010**  
Transfer

DEPARTMENT HEAD: Hector "Tito" Palacios



DEPARTMENT NAME: Hidalgo County Precinct No. 2  
Road & Bridge Department - El Dora Project

ACCOUNT NUMBER: 0-1200-431-00-122-052-0-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).

<b>FROM</b> OBJECT CODE	OBJECT DESCRIPTION	<b>TO</b> OBJECT CODE	OBJECT DESCRIPTION	<b>AMOUNT</b>
731	ROADS	711	ROW	\$30,000.00
<b>TOTAL</b>				<b>\$30,000.00</b>

REASON: Transfer needed to cover the parcial #10 payment for EL DORA ROAD PROJECT.

\_\_\_\_\_  
DEPARTMENT HEAD SIGNATURE

12/22/2010  
DATE

\_\_\_\_\_  
APPROVED COMMISSIONERS' COURT

\_\_\_\_\_  
ATTEST COUNTY CLERK

**AI-24550**

**2.L.**

**Budget Line-Item Transfer for Road & Bridge for Fuel  
CC CONSENT**

Date: 12/30/2010  
Submitted By: Yolanda Cisneros, COMM. PCT. #2  
Submitted For: Yolanda Cisneros  
Department: COMM. PCT. #2  
Agenda Category: 2010 Intradep.(Line-Item) Transfers

**Information**

**CAPTION**

2010 - Pct. #2 R&B (1200)

**BACKGROUND**

**Fiscal Impact**

FISCAL YEAR: 2010 ACCT. #: 0-1200-431-00-122-006-0-XXX  
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:

**BUDGETARY IMPACT:**

Funding available as of 12/21/2010 (PO #644497 Increase)  
From 731 -----> 626 \$40,000.00  
From 890 -----> 626 \$ 3,684.66

**Attachments**

Link: [LIT](#)

**Form Routing/Status**

<b>Route Seq</b>	<b>Inbox</b>	<b>Approved By</b>	<b>Date</b>	<b>Status</b>
1	Budget & Management	Erika Zamora	12/21/2010 04:44 PM	APRV
2	Veronica Ortiz	Veronica Ortiz	12/22/2010 10:37 AM	APRV
3	Auditor's Office	Linda Fong	12/22/2010 11:04 AM	APRV

Form Started By: Yolanda Cisneros Started On: 12/21/2010 04:00 PM  
Final Approval Date: 12/22/2010

DATE: December 21, 2010

2010  
Transfer

DEPARTMENT HEAD: Hector "Tito" Palacios



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

ACCOUNT NUMBER: 0-1200-431-00-122-006-0-XXX

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

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
731	ROADS	626	GASOLINE / DIESEL	\$40,000.00
890	OTHER	626	GASOLINE / DIESEL	\$3,684.66
<b>TOTAL</b>				<b>\$43,684.66</b>

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

12/21/2010  
DATE

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

**AI-24551**

**2.M.**

**Budget Line-Item Transfer for Sanitation for Fuel  
CC CONSENT**

Date: 12/30/2010  
Submitted By: Yolanda Cisneros, COMM. PCT. #2  
Submitted For: Yolanda Cisneros  
Department: COMM. PCT. #2  
Agenda Category: 2010 Intradep.(Line-Item) Transfers

**Information**

**CAPTION**

2010 - Pct. #2 Sanitation (1100)

**BACKGROUND**

**Fiscal Impact**

FISCAL YEAR: 2010 ACCT. #: 0-1100-432-00-122-001-0-XXX  
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:

**BUDGETARY IMPACT:**

Funding available as of 12/21/2010 (PO #644279 Increase)  
From 421-----> 626 \$9,207.00; 531 -----> 626 \$300.00; 540 -----> 626 \$250.00; 611  
-----> 626 \$400.00; 622 ----> 626 \$1,000.00; 640 -----> 626 \$100.00; 664 ----> 626  
\$200.00 & 671 ---> 626 \$200.00

**Attachments**

Link: [LIT](#)

**Form Routing/Status**

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	12/21/2010 04:45 PM	APRV
2	JC Carreon	Angela Garcia	12/22/2010 08:48 AM	APRV
3	Norma Silva	Norma Silva	12/22/2010 09:18 AM	APRV
4	Auditor's Office	Linda Fong	12/22/2010 11:05 AM	APRV
Form Started By: Yolanda Cisneros			Started On: 12/21/2010 04:06 PM	
Final Approval Date: 12/22/2010				



**AI-24535**

**2.N.**

**Pct #3 Transfer**

**CC CONSENT**

Date: 12/30/2010  
Submitted By: Norma Ceballos, COMM. PCT. #3  
Department: COMM. PCT. #3  
Agenda Category: 2010 Intradep.(Line-Item) Transfers

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Information

CAPTION

2010 - Pct. #3 R&B (1200)

BACKGROUND

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Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1200-431-00-123-005-0-XXX  
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N  
BUDGETARY IMPACT:  
funds available as of 12/21/2010

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Attachments

Link: [LIT](#)

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Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	12/21/2010 10:42 AM	APRV
2	Ana Galvan	Anna Galvan	12/21/2010 04:35 PM	APRV
3	Auditor's Office	Linda Fong	12/22/2010 11:03 AM	APRV

Form Started By: Norma Ceballos

Started On: 12/21/2010 10:27 AM

Final Approval Date: 12/22/2010

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# INTRA-DEPARTMENTAL TRANSFER

DATE: 12/30/10

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

DEPARTMENT NAME: Hidalgo County Precinct #3

ACCOUNT NUMBER: 0-1200-431-00-123-005-0-XXX

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

SUBJECT: Intra-departmental Transfer

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT NAME	TO OBJECT CODE	OBJECT NAME	AMOUNT
733	Pct #3 P/U Rd-Drainage Ditches	626	Pct #3 P/U Rd.- Gasoline/Diesel	\$ 5,000.00
<b>TOTAL</b>				<b>\$ 5,000.00</b>

**REASON:** For Expected Expenses.

\_\_\_\_\_  
DEPARTMENT HEAD SIGNATURE

\_\_\_\_\_  
CC DATE

\_\_\_\_\_  
APPROVED COMMISSIONERS' COURT

\_\_\_\_\_  
ATTEST COUNTY CLERK

**AI-24577**

**2.0.**

**Pct#3 Transfer**

**CC CONSENT**

Date: 12/30/2010  
Submitted By: Norma Ceballos, COMM. PCT. #3  
Department: COMM. PCT. #3  
Agenda Category: 2010 Intradep.(Line-Item) Transfers

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Information

CAPTION

2010 - Pct. #3 Sanitation (1100)

BACKGROUND

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Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1100-432-00-123-001-0-XXX  
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:  
BUDGETARY IMPACT:  
Available account balance as of 12-22-10

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Attachments

Link: [LIT](#)

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Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Angela Garcia	12/22/2010 01:26 PM	APRV
2	Veronica Ortiz	Veronica Ortiz	12/22/2010 02:34 PM	APRV
3	Auditor's Office	Linda Fong	12/22/2010 02:35 PM	APRV

Form Started By: Norma Ceballos  
Started On: 12/22/2010 12:30 PM

Final Approval Date: 12/22/2010

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# INTRA-DEPARTMENTAL TRANSFER

DATE: December 30, 2000

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

DEPARTMENT NAME: Hidalgo County Precinct #3 Sanitation

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

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

SUBJECT: Intra-departmental Transfer

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT NAME	TO OBJECT CODE	OBJECT NAME	AMOUNT
679	Pct #3 Sanitation - R&M Supplies	439	Pct #3 Sanitation- R&M Srv	\$ 50.45
<b>TOTAL</b>				<b>\$ 50.45</b>

REASON: To cover expected expenses

\_\_\_\_\_  
DEPARTMENT HEAD SIGNATURE

\_\_\_\_\_  
CC DATE

\_\_\_\_\_  
APPROVED COMMISSIONERS' COURT

\_\_\_\_\_  
ATTEST COUNTY CLERK

**AI-24584**

**2.P.**

**Pct #3 Transfer**

**CC CONSENT**

Date: 12/30/2010  
Submitted By: Norma Ceballos, COMM. PCT. #3  
Department: COMM. PCT. #3  
Agenda Category: 2010 Intradep.(Line-Item) Transfers

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Information

CAPTION

2010 - Pct. #3 Parks (1100)

BACKGROUND

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Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1100-452-00-123-008-0-XXX  
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:  
BUDGETARY IMPACT:  
Available account balance as of 12-22-10

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Attachments

Link: [LIT](#)

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Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Angela Garcia	12/22/2010 03:35 PM	APRV
2	Veronica Ortiz	Veronica Ortiz	12/22/2010 04:22 PM	APRV
3	Auditor's Office		12/27/2010 08:23 AM	NEW

Form Started By: Norma Ceballos  
Started On: 12/22/2010 03:27 PM  
Final Approval Date: 12/27/2010

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# INTRA-DEPARTMENTAL TRANSFER

DATE: December 30, 2010

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

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: Intra-departmental Transfer

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT NAME	TO OBJECT CODE	OBJECT NAME	AMOUNT
671	Pct #3 Parks- Bldg & Other Struc Supplies	411	Pct #3 Parks- Water/Sewerage	\$ 300.00
<b>TOTAL</b>				<b>\$ 300.00</b>

REASON: Expected Expenses.

\_\_\_\_\_  
DEPARTMENT HEAD SIGNATURE

\_\_\_\_\_  
CC DATE

\_\_\_\_\_  
APPROVED COMMISSIONERS' COURT

\_\_\_\_\_  
TEST COUNTY CLE

**AI-24497**

**3.A.**

**2010 Inter-Departmental Transfer Rural Fire Calls  
CC CONSENT**

Date: 12/30/2010  
Submitted By: Yolanda Orozco, FIRE MARSHAL'S DEPT.  
Submitted For: Juan Martinez  
Department: FIRE MARSHAL'S DEPT.  
Agenda Category: 2010 Interdepartmental Transfers

**Information**

**CAPTION**

Fire Marshal (1100):  
Approval of 2010 interdepartmental transfers from various programs to programs (002,003,004,006 and 016) in the total amount of \$63,473.09 to cover expenditures for Rural Fire Calls.

**BACKGROUND**

Transfer for Alamo, Alton, Donna, Edinburg, and Palmview Fire Departments.

**Fiscal Impact**

FISCAL YEAR: 2010 ACCT. #: 0-1100-422-20-300-0XX-0-841  
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:  
BUDGETARY IMPACT:  
available balances for programs (005,007,009,010,015,018,026) as of 12/17/10.

**Attachments**

Link: [InterDept Transfer.123010](#)

**Form Routing/Status**

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	12/17/2010 08:17 AM	APRV
2	Roland Garcia	Rolando Garcia	12/17/2010 10:56 AM	APRV
3	Auditor's Office	Linda Fong	12/20/2010 01:28 PM	APRV

Form Started By: Yolanda Orozco  
Started On: 12/17/2010 08:08 AM

Final Approval Date: 12/20/2010

DATE: December 30, 2010

DEPARTMENT HEAD: Juan Martinez

DEPARTMENT NAME: Hidalgo County Fire Marshal

ACCOUNT NUMBER: 0-1100-422-20-300-XXX-0-841

CONTACT PERSON: Yolanda Orozco Telephone No: 956/318-2656

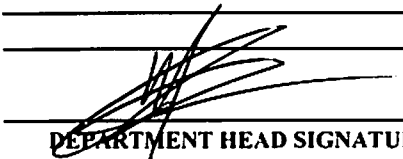
SUBJECT: **Inter-Departmental Transfer/s (increase/decrease) in Accordance with Local Government Code, Chapter 111, Subchapter C, Section 111.070, Subsection C.**

Honorable Commissioners' Court of Hidalgo County:

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

ACCOUNT NUMBER	ACCOUNT NAME	INCREASE (DECREASE) AMOUNT
<b>FROM:</b>		
0-1100-422-20-300-005-0-841	Edcouch Fire Department	(10,000.00)
0-1100-422-20-300-007-0-841	Elsa Fire Department	(14,000.00)
0-1100-422-20-300-009-0-841	La Joya Fire Department	(3,448.09)
0-1100-422-20-300-010-0-841	La Villa Fire Department	(8,050.00)
0-1100-422-20-300-015-0-841	Monte Alto Fire Department	(16,225.00)
0-1100-422-20-300-018-0-841	San Juan Fire Department	(1,750.00)
0-1100-422-20-300-026-0-841	Sullivan City Fire Department	(10,000.00)
<b>TO:</b>		
0-1100-422-20-300-002-0-841	Alamo Fire Department	2,225.00
0-1100-422-20-300-003-0-841	Alton Fire Department	30,800.00
0-1100-422-20-300-004-0-841	Donna Fire Department	9,750.00
0-1100-422-20-300-006-0-841	Edinburg Fire Department	15,598.09
0-1100-422-20-300-016-0-841	Palmview Fire Department	5,100.00
<b>TOTAL BUDGET INCREASE (DECREASE)</b>		<b>\$0.00</b>

REASON: Transfer from one account to another to cover expenditure of Fire Calls.

  
DEPARTMENT HEAD SIGNATURE

12/16/2010  
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

**AI-24514**

**3.B.**

**2010 Interdepartmental transfer CO's Series 2006 Facilities Management  
CC CONSENT**

Date: 12/30/2010  
Submitted By: Olga Garza, BUDGET & MANAGEMENT  
Submitted For: Sergio Cruz  
Department: BUDGET & MANAGEMENT  
Agenda Category: 2010 Interdepartmental Transfers

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Information

CAPTION

C.O. Series 2006 (1336):  
Approval of 2010 interdepartmental transfer from C.O. 2006-Administration Building (department 115) to C.O 2006-Administration Building (department 220) in the amount of \$351,474.37.

BACKGROUND

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Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1336-419-X0-XXX-0X3-0-452  
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:  
BUDGETARY IMPACT:  
Funds available as of 12/17/10.

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Attachments

Link: [Interdepartmental Transfer](#)

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Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	12/17/2010 03:46 PM	APRV
2	Roland Garcia	Rolando Garcia	12/21/2010 02:29 PM	APRV
3	Auditor's Office	Linda Fong	12/22/2010 11:11 AM	APRV

Form Started By: Olga Garza Started On: 12/17/2010 03:25 PM  
Final Approval Date: 12/22/2010

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DATE: December 29, 2010

DEPARTMENT HEAD: Raul Silguero, Jr.

**2010**

Transfer

DEPARTMENT NAME: Dept. of Budget & Mgmt for C.O. Series 2006 (1336)

AI-24514

ACCOUNT NUMBER: 0-1336-419-X0-XXX-0X3-0-452

CONTACT PERSON: Olga Garza

**PHONE:** (956) 292-7025 Ext. 5427



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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
<b>FROM</b>		
0-1336-419-00-115-073-0- 452	CO 2006-ADM BLDG 100 E Cano - Bldg Add & Ren	(351,474.37)
<b>TO</b>		
0-1336-419-40-220-043-0- 452	CO 2006-ADM BLDG 100 E Cano - Bldg Add & Ren	351,474.37
<b>TOTAL BUDGET INCREASE (DECREASE)</b>		<b>0.00</b>

REASON:

**To close out CO 2006-Adm Bldg (department 115) and transfer into CO 2006-Adm Bldg (department 220).**

DEPARTMENT HEAD SIGNATURE

COMMISSIONERS COURT

DATE

ATTEST, COUNTY CLERK

**AI-24516**

**3.C.**

**2010 Interdepartmental Transfer C.O. 2006-Constable Pct 1**

**CC CONSENT**

Date: 12/30/2010  
 Submitted By: Olga Garza, BUDGET & MANAGEMENT  
 Submitted For: Sergio Cruz  
 Department: BUDGET & MANAGEMENT  
 Agenda Category: 2010 Interdepartmental Transfers

Information

**CAPTION**

C.O. 2006 - Constable Pct. #1 (1336):  
 Approval of 2010 interdepartmental transfer within Certificate of Obligations Series 2006 from various accounts to C.O. 2006 - Constable Pct. #1 in the total amount of \$157,681.82 to fund construction of new constable building.

**BACKGROUND**

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1336-4XX-00-XXX-0XX-0-XXX  
 FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:  
 BUDGETARY IMPACT:  
 Available funds as of 12/20/10.

Attachments

Link: [interdept transfer](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	12/21/2010 09:27 AM	APRV
2	Rosalinda Cantu	Rosie Cantu	12/21/2010 10:20 AM	APRV
3	Auditor's Office	Linda Fong	12/22/2010 11:13 AM	APRV

Form Started By: Olga Garza  
 Started On: 12/17/2010 03:43 PM

Final Approval Date: 12/22/2010

DATE: December 29, 2010

DEPARTMENT HEAD: Raul Silguero, Jr.

**2010**

Transfer



DEPARTMENT NAME: Dept. of Budget & Mgmt for  
Constable Precinct 1

ACCOUNT NUMBER: 0-1336-4XX-00-XXX-0XX-0-XXX

CONTACT PERSON: Olga Garza

PHONE: (956) 292-7025 Ext. 5427

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
<b>FROM</b>				
0-1336-441-00-340-021-0-	452	C.O. 2006-H/D PHARR-	BLDG ADD & REN	(53,572.17)
0-1336-441-00-340-022-0-	452	C.O. 2006-H/D EDBG-	BLDG ADD & REN	(30,581.81)
0-1336-441-00-340-022-0-	739	C.O. 2006-H/D EDBG-	OTHER STRUCTURES	(11,761.08)
0-1336-441-00-340-023-0-	452	C.O. 2006-H/D MCALLEN-	BLDG ADD & REN	(4,876.58)
0-1336-441-00-340-024-0-	452	C.O. 2006-H/D WESLACO-	BLDG ADD & REN	(20,993.29)
0-1336-441-00-340-029-0-	748	C.O. 2006-HEALTH DEPT-	OTHER EQUIPMENT	(6,000.00)
0-1336-441-00-340-030-0-	452	C.O. 2006-H/D MISSION-	BLDG ADD & REN	(2,000.28)
0-1336-441-00-340-034-0-	452	C.O. 2006-H/D ELSA-	BLDG ADD & REN	(20,403.05)
0-1336-441-00-340-035-0-	452	C.O. 2006-H/D HIDALGO-	BLDG ADD & REN	(2,043.56)
0-1336-466-00-220-041-0-	452	C.O. 2006-PCT1 CRC PROGRESO	BLDG ADD & REN	(5,450.00)
<b>TO</b>				
0-1336-421-00-220-042-0-	720	C.O. 2006-CONST PCT 1 -	BUILDINGS	157,681.82
<b>TOTAL BUDGET INCREASE (DECREASE)</b>				<b>0.00</b>

REASON:

**Interdepartmental transfer to fund construction of new Constable Building.**

DEPARTMENT HEAD SIGNATURE

COMMISSIONERS COURT

DATE

ATTEST, COUNTY CLERK

**Inter-Departmental Transfer for LJ Drainage Project  
CC CONSENT**

Date: 12/30/2010  
Submitted By: Yolanda Cisneros, COMM. PCT. #2  
Submitted For: Yolanda Cisneros  
Department: COMM. PCT. #2  
Agenda Category: 2010 Interdepartmental Transfers

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Information

CAPTION

Pct. #2 CO 2009 Series (1339):  
Approval of 2010 interdepartmental transfer within Certificate of Obligations Series 2009, from the Precinct 2 LJ Drainage (program 038) & Cesar Chavez Drainage (program 039) into LJ Pond, (program045 ) for land in the amount of \$62,210.64.

BACKGROUND

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Fiscal Impact

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

BUDGETARY IMPACT:

Funding available as of 12/22/2010  
122-038-0-711 ----> 122-045-0-719 \$24,235.00  
122-038-0-733 ----> 122-045-0-719 \$27,974.00  
122-039-0-733 ----> 122-045-0-719 \$10,000.00

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Attachments

Link: TRANSFER

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Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	12/22/2010 10:01 AM	APRV
2	Roland Garcia	Angela Garcia	12/22/2010 10:02 AM	APRV
3	Yolanda Cisneros	Angela Garcia	12/22/2010 10:08 AM	APRV
4	Auditor's Office	Angela Garcia	12/22/2010 10:09 AM	APRV
5	Roland Garcia	Rolando Garcia	12/22/2010 03:35 PM	APRV
Form Started By: Yolanda Cisneros			Started On: 12/22/2010 09:01 AM	
Final Approval Date: 12/22/2010				

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**DATE:** December 22, 2010

**2010**  
**Transfer**  
**AI-24561**



**DEPARTMENT HEAD:** Hector "Tito" Palacios

**DEPARTMENT NAME:** Hidalgo County Precinct No.2  
LJ Drainage Improvement Projects

**ACCOUNT NUMBER:** 0-1339-431-00-122-0XX-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
<b>From:</b>		
0-1339-431-00-122-038-0-711	CO2009 Pct.2 LJ Drain (S. of Owassa) - ROW	(24,235.95)
0-1339-431-00-122-038-0-733	CO2009 Pct.2 LJ Drain (S. of Owassa) - Drainage	(27,974.69)
0-1339-431-00-122-039-0-733	CO2009 Pct.2 Cesar Chavez (1M E. Tower)- Drainage	(\$10,000.00)
0-1339-431-00-122-045-0-719	CO2009 Pct.2 LJ Pond - Land	\$62,210.64
<b>TOTAL BUDGET INCREASE (DECREASE)</b>		<b>0.00</b>

**REASON:**  
**Transfer from within CO's 2009 LJ Drain & Cesar Chavez projects into LJ Pond**

\_\_\_\_\_  
**DEPARTMENT HEAD SIGNATURE**

\_\_\_\_\_  
**APPROVED COMMISSIONERS' COURT**

\_\_\_\_\_  
**DATE**

\_\_\_\_\_  
**ATTEST COUNTY CLERK**

**Interdepartmental Transfer - Pct. #3 R&B**

**CC CONSENT**

Date: 12/30/2010  
 Submitted By: Perla Lopez, BUDGET & MANAGEMENT  
 Submitted For: Norma Ceballos  
 Department: BUDGET & MANAGEMENT  
 Agenda Category: 2010 Interdepartmental Transfers

**Information**

**CAPTION**

Pct. #3 R&B (1200):  
 Approval of 2010 interdepartmental transfer from Precinct #3 ICA W/ Palmview (Champion Lane) to Precinct #3 Paved Unpaved Road in the total amount of \$21,610.40.

**BACKGROUND**

**Fiscal Impact**

FISCAL YEAR: 2010 ACCT. #: 0-1200-431-00-123-085-0-XXX  
 FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N

**BUDGETARY IMPACT:**

Available funds as of 12/21/10 is \$21,610.40.

**Attachments**

Link: [Interdepartmental Transfer](#)

**Form Routing/Status**

Route Seq	Inbox	Approved By	Date	Status
1	Perla Lopez	Perla Lopez	12/21/2010 01:07 PM	APRV
2	Budget & Management	Erika Zamora	12/21/2010 01:15 PM	APRV
3	Roland Garcia	Rolando Garcia	12/21/2010 01:59 PM	APRV
4	Auditor's Office	Linda Fong	12/22/2010 11:18 AM	APRV

Form Started By: Perla Lopez

Started On: 12/21/2010 09:05 AM

Final Approval Date: 12/22/2010

**INTER-DEPARTMENTAL TRANSFER**

**DATE:** December 30, 2010

**DEPARTMENT HEAD:** Raul Silguero, Jr.

**DEPARTMENT NAME:** Budget & Management for Pct. #3 R&B (1200)

**ACCOUNT NUMBER:** 0-1200-431-00-123-0X5-0-XXX

**SUBJECT:** **Inter-departmental Transfer/s (increase/decrease)**

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
<b>FROM:</b>		
0-1200-431-00-123-085-0-673	Pct. #3 ICA W/Palmview (Champion Lane) - R&B R&M Supplies	(13,166.00)
0-1200-431-00-123-085-0-841	Pct. #3 ICA W/Palmview (Champion Lane) - Aid to Govt Agencies	(8,444.40)
<b>TO:</b>		
0-1200-431-00-123-005-0-673	Pct. #3 P/U Rd - R&B R&M Supplies	21,610.40
<b>Total Budget (Increase/Decrease)</b>		<b>0.00</b>

**REASON:** Transfer to reverse AI - 21734 on 6/22/10.  
Interlocal Agreement with City of Palmview was not approved by CC.

\_\_\_\_\_  
Department Head Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Approved Commissioners' Court

\_\_\_\_\_  
Attest County Clerk

**AI-24590**

**4.A.**

**2011 Line Item Transfer**

**CC CONSENT**

Date: 12/30/2010  
Submitted By: Erika Zamora, BUDGET & MANAGEMENT  
Submitted For: Dina Trevino  
Department: BUDGET & MANAGEMENT  
Agenda Category: 2011 Intradep.(line-item) Transfers

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Information

CAPTION

2011 - Co. Wide Adm. (1100)

BACKGROUND

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Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-415-00-115-002-0-XXX  
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N  
BUDGETARY IMPACT:  
Funds available as of 12/22/10

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Attachments

Link: [transfer](#)

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Form Routing/Status

Form Started By: Erika Zamora Started On: 12/22/2010 07:28 PM  
Final Approval Date: 12/27/2010

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DATE: December 30, 2010

2011  
Transfer



DEPARTMENT HEAD: Raul Silguero, Jr.

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

ACCOUNT NUMBER: 1-1100-415-00-115-002-0-XXX

Contact Person: Erika Zamora Ph#: (956) 292-7025 Ext. 5416

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
890	CO WIDE ADM- OTHER	899	CO WIDE ADM - CONTINGENCY	90,000.00
<b>TOTAL</b>				<b>90,000.00</b>

REASON: Transfer to fund salary related items on agenda for CC 12/30/10. AI#'s 24589, 24411, and 24558

DEPARTMENT HEAD SIGNATURE

/ /  
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

**AI-24536**

**4.B.**

**Various Transfers**

**CC CONSENT**

Date: 12/30/2010  
Submitted By: Angela Garcia, BUDGET & MANAGEMENT  
Department: BUDGET & MANAGEMENT  
Agenda Category: 2011 Intradep.(line-item) Transfers

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Information

CAPTION

2011 - Budget & Management (1100)

BACKGROUND

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Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-415-14-115-001-0-XXX  
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

339-->432 - \$ 500.00; Funding available as of 12/22/10.  
339-->626 - \$ 2,000.00; Funding available as of 12/22/10.

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Attachments

Link: [LIT](#)

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Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	12/21/2010 10:46 AM	APRV
2	Norma Silva	Norma Silva	12/22/2010 08:45 AM	APRV
3	Auditor's Office	Linda Fong	12/22/2010 11:27 AM	APRV

Form Started By: Angela Garcia

Started On: 12/21/2010 10:32 AM

Final Approval Date: 12/22/2010

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**BUDGET INTRADEPARTMENTAL TRANSFER REQUEST**

DATE: 12/21/10

DEPARTMENT HEAD: RAUL SILGUERO JR.

DEPARTMENT NAME: BUDGET & MANAGEMENT

ACCOUNT NUMBER: 1-1100-415-14-115-001-0-XXX

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

Honorable Commissioner's Court of Hidalgo County:

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

FROM:		TO:		
OBJECT	OBJECT	OBJECT	OBJECT	
CODE	NAME	CODE	NAME	AMOUNT
339	OTHER PROF. SERVICES	432	EQUIP. & VEH. R&M SERVICES	500.00
339	OTHER PROF. SERVICES	626	GASOLINE/FUEL	2,000.00
			<b>TOTAL</b>	<b>2,500.00</b>

REASON: 2011 TRANSFERS TO PROPER OBJ. CODES

\_\_\_\_\_  
DEPARTMENT HEAD SIGNATURE

\_\_\_\_\_  
APPROVED COMMISSIONERS COURT

\_\_\_\_\_  
DATE

\_\_\_\_\_  
ATTEST COUNTY CLERK

**AI-24538**  
**Fuel Transfer**  
**CC CONSENT**

**4.C.**

Date: 12/30/2010  
Submitted By: Angela Garcia, BUDGET & MANAGEMENT  
Department: BUDGET & MANAGEMENT  
Agenda Category: 2011 Intradep.(line-item) Transfers

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Information

CAPTION

2011 - DBM Workers' Comp. Div. (2202)

BACKGROUND

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Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-2202-419-50-115-065-0-XXX  
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:  
BUDGETARY IMPACT:  
Available account balance as of 12-21-10

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Attachments

Link: [revised transfer](#)

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Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	12/21/2010 10:54 AM	APRV
2	JC Carreon	JC Carreon	12/21/2010 11:20 AM	APRV
3	Auditor's Office	Linda Fong	12/22/2010 11:28 AM	APRV

Form Started By: Angela Garcia

Started On: 12/21/2010 10:38 AM

Final Approval Date: 12/22/2010

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BUDGET INTRADEPARTMENTAL TRANSFER REQUEST

DATE: 12/21/10

DEPARTMENT HEAD: RAUL SILGUERO JR.

DEPARTMENT NAME: DBM- WORKERS' COMP. DIVISIN

ACCOUNT NUMBER: 1-2202-419-50-115-065-0-XXX

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

Honorable Commissioner's Court of Hidalgo County:

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

<b>FROM:</b>		<b>TO:</b>		
<b>OBJECT</b>	<b>OBJECT</b>	<b>OBJECT</b>	<b>OBJECT</b>	
<b>CODE</b>	<b>NAME</b>	<b>CODE</b>	<b>NAME</b>	<b>AMOUNT</b>
339	OTHER PROF. SERVICES	626	GASOLINE/FUEL	2,000.00
339	OTHER PROF. SERVICES	532	WIRELESS DEVICES	500.00
			<b>TOTAL</b>	<b>2,500.00</b>

REASON: FUNDS NEEDED FOR FUEL FOR COUNTY VEHICLE AND COUNTY CELL PHONE

\_\_\_\_\_  
DEPARTMENT HEAD SIGNATURE

\_\_\_\_\_  
APPROVED COMMISSIONERS COURT

\_\_\_\_\_  
DATE

\_\_\_\_\_  
ATTEST COUNTY CLERK

**AI-24537**

**4.D.**

**Equip. rental transfer**

**CC CONSENT**

Date: 12/30/2010  
 Submitted By: Angela Garcia, BUDGET & MANAGEMENT  
 Department: BUDGET & MANAGEMENT  
 Agenda Category: 2011 Intradep.(line-item) Transfers

**Information**

**CAPTION**

2011 - DBM Health Ins. Adm. (2201)

**BACKGROUND**

**Fiscal Impact**

FISCAL YEAR: 2011 ACCT. #: 1-2201-415-00-115-009-0-XXX  
 FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:  
 BUDGETARY IMPACT:  
 Available account balance as of 12-22-10

**Attachments**

Link: [LIT](#)

**Form Routing/Status**

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	12/21/2010 10:47 AM	APRV
2	Veronica Ortiz	Veronica Ortiz	12/22/2010 10:41 AM	APRV
3	Auditor's Office	Linda Fong	12/22/2010 11:27 AM	APRV

Form Started By: Angela Garcia

Started On: 12/21/2010 10:33 AM

Final Approval Date: 12/22/2010

BUDGET INTRADEPARTMENTAL TRANSFER REQUEST

DATE: 12/21/10

DEPARTMENT HEAD: RAUL SILGUERO JR.

DEPARTMENT NAME: DBM- HEALTH INS. ADM.

ACCOUNT NUMBER: 1-2201-415-00-115-009-0-XXX

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

Honorable Commissioner's Court of Hidalgo County:

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

FROM:		TO:		
OBJECT	OBJECT	OBJECT	OBJECT	
CODE	NAME	CODE	NAME	AMOUNT
339	OTHER PROF. SERVICES	442	EQUIP. & VEHICLE RENTALS	3,000.00
			<b>TOTAL</b>	<b>3,000.00</b>

REASON: FUNDS NEEDED FOR RENTAL OF WATER COOLER AND COPY MACHINE

\_\_\_\_\_  
DEPARTMENT HEAD SIGNATURE

\_\_\_\_\_  
APPROVED COMMISSIONERS COURT

\_\_\_\_\_  
DATE

\_\_\_\_\_  
ATTEST COUNTY CLERK

**AI-24455**

**4.E.**

**2011-Pct#1 (1100) Pks.II**

**CC CONSENT**

Date: 12/30/2010  
Submitted By: Jorge Flores, COMM. PCT. #1  
Department: COMM. PCT. #1  
Agenda Category: 2011 Intradep.(line-item) Transfers

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Information

CAPTION

2011 - Pct. #1 Parks (1100)

BACKGROUND

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Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-452-00-121-013-0-XXX  
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N  
BUDGETARY IMPACT:  
funds available as of 12/21/2010

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Attachments

Link: [Line Item Transfer](#)

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Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	12/16/2010 08:21 AM	APRV
2	Ana Galvan	Anna Galvan	12/21/2010 04:08 PM	APRV
3	Auditor's Office	Linda Fong	12/22/2010 11:22 AM	APRV

Form Started By: Jorge Flores

Started On: 12/15/2010 03:57 PM

Final Approval Date: 12/22/2010

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DATE: December 29, 2010

MEETING REQUEST DATE: December 30, 2010

DEPARTMENT HEAD COMMISSIONER JOEL QUINTANILLA

DEPARTMENT NAME PCT #1 PARKS

ACCOUNT NUMBER: 1-1100-452-00-121-013-0-XXX

SUBJECT: Budget Line-Item Transfer(s)

Honorable Commissioners' Court of Hidalgo County:

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

FROM								TO								ACCOUNT NAME	AMOUNT	
ACCOUNT NUMBER								ACCOUNT NUMBER										
1	-1100	-452	-00	-121	-013	-0	890	OTHER	1	-1100	-452	-00	-121	-013	-0	431	Bldg & Other Structures R&M Srvs	750.00
1	-1100	-452	-00	-121	-013	-0	890	OTHER	1	-1100	-452	-00	-121	-013	-0	439	Other R & M Services	750.00
1	-1100	-452	-00	-121	-013	-0	890	OTHER	1	-1100	-452	-00	-121	-013	-0	540	Advertising	500.00
1	-1100	-452	-00	-121	-013	-0	890	OTHER	1	-1100	-452	-00	-121	-013	-0	604	Medical & Lab Supplies	300.00
1	-1100	-452	-00	-121	-013	-0	890	OTHER	1	-1100	-452	-00	-121	-013	-0	605	Clothing & Uniforms	800.00
1	-1100	-452	-00	-121	-013	-0	890	OTHER	1	-1100	-452	-00	-121	-013	-0	609	Agri. & Landscaping Supplies	3,000.00
1	-1100	-452	-00	-121	-013	-0	890	OTHER	1	-1100	-452	-00	-121	-013	-0	612	Recreational Supplies	2,000.00
1	-1100	-452	-00	-121	-013	-0	890	OTHER	1	-1100	-452	-00	-121	-013	-0	613	Safety Supplies	3,000.00
1	-1100	-452	-00	-121	-013	-0	890	OTHER	1	-1100	-452	-00	-121	-013	-0	619	Other Misc. Supplies	3,000.00
1	-1100	-452	-00	-121	-013	-0	890	OTHER	1	-1100	-452	-00	-121	-013	-0	630	Food	300.00
1	-1100	-452	-00	-121	-013	-0	890	OTHER	1	-1100	-452	-00	-121	-013	-0	664	Other Minor Equip.	5,000.00
1	-1100	-452	-00	-121	-013	-0	890	OTHER	1	-1100	-452	-00	-121	-013	-0	665	Minor Computer Equip.	1,500.00
1	-1100	-452	-00	-121	-013	-0	890	OTHER	1	-1100	-452	-00	-121	-013	-0	671	Bldg & Other Structures R & M Suppl	5,000.00
1	-1100	-452	-00	-121	-013	-0	890	OTHER	1	-1100	-452	-00	-121	-013	-0	672	Equip. & Vehicles R&M Supplies	10,000.00
1	-1100	-452	-00	-121	-013	-0	890	OTHER	1	-1100	-452	-00	-121	-013	-0	679	Other R&M Supplies	12,000.00
1	-1100	-452	-00	-121	-013	-0	890	OTHER	1	-1100	-452	-00	-121	-013	-0	855	Late Fees, Penalties & Finance Fee	300.00
																	<b>48,200.00</b>	

REASON: ALL FUNDS WERE PLACED ON OBJECT CODE 890, NEED TO PLACE FUNDS IN ALL OBJECT CODES TO OPEN UP PURCHASE ORDERS FOR YEAR 2011.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /  
DATE

ATTEST COUNTY CLERK

**AI-24453**

**4.F.**

**2011-Pct#1 Pks. (1100)**

**CC CONSENT**

Date: 12/30/2010  
Submitted By: Jorge Flores, COMM. PCT. #1  
Department: COMM. PCT. #1  
Agenda Category: 2011 Intradep.(line-item) Transfers

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Information

CAPTION

2011 - Pct. #1 Parks (1100)

BACKGROUND

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Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-452-00-121-013-0-XXX  
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N  
BUDGETARY IMPACT:  
funds available as of 12/21/2010

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Attachments

Link: [Line Item Transfer](#)

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Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Angela Garcia	12/15/2010 03:55 PM	APRV
2	Ana Galvan	Anna Galvan	12/21/2010 04:07 PM	APRV
3	Auditor's Office	Linda Fong	12/22/2010 11:21 AM	APRV

Form Started By: Jorge Flores

Started On: 12/15/2010 03:42 PM

Final Approval Date: 12/22/2010

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DATE: December 29, 2010

MEETING REQUEST DATE: December 30, 2010

DEPARTMENT HEAD COMMISSIONER JOEL QUINTANILLA

DEPARTMENT NAME PCT #1 PARKS

ACCOUNT NUMBER: 1-1100-452-00-121-013-0-XXX

SUBJECT: Budget Line-Item Transfer(s)

Honorable Commissioners' Court of Hidalgo County:

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

FROM		TO		AMOUNT					
ACCOUNT NUMBER		ACCOUNT NAME		ACCOUNT NUMBER		ACCOUNT NAME		AMOUNT	
1	-1100-452-00-121-013-0-890	OTHER	1	-1100-452-00-121-013-0-339	Other Professional Serv.	2,100.00			
1	-1100-452-00-121-013-0-890	OTHER	1	-1100-452-00-121-013-0-343	Laundry & Dry Cleaning	7,600.00			
1	-1100-452-00-121-013-0-890	OTHER	1	-1100-452-00-121-013-0-350	Other Services	13,800.00			
1	-1100-452-00-121-013-0-890	OTHER	1	-1100-452-00-121-013-0-411	Water /Sewage	8,000.00			
1	-1100-452-00-121-013-0-890	OTHER	1	-1100-452-00-121-013-0-412	Cable/Satellite Television	505.00			
1	-1100-452-00-121-013-0-890	OTHER	1	-1100-452-00-121-013-0-413	Surveillance & Security	555.00			
1	-1100-452-00-121-013-0-890	OTHER	1	-1100-452-00-121-013-0-423	Custodial	1,260.00			
1	-1100-452-00-121-013-0-890	OTHER	1	-1100-452-00-121-013-0-425	Pest Control	670.00			
1	-1100-452-00-121-013-0-890	OTHER	1	-1100-452-00-121-013-0-432	Equip. & Veh. R & M Services	5,000.00			
1	-1100-452-00-121-013-0-890	OTHER	1	-1100-452-00-121-013-0-442	Rental of Equip & Vehicles	4,000.00			
1	-1100-452-00-121-013-0-890	OTHER	1	-1100-452-00-121-013-0-531	Telephone & Telegraph	5,000.00			
1	-1100-452-00-121-013-0-890	OTHER	1	-1100-452-00-121-013-0-601	Office & Computer Supplies	5,000.00			
1	-1100-452-00-121-013-0-890	OTHER	1	-1100-452-00-121-013-0-607	Household & Janitorial Supplies	2,000.00			
1	-1100-452-00-121-013-0-890	OTHER	1	-1100-452-00-121-013-0-622	Electricity	15,000.00			
1	-1100-452-00-121-013-0-890	OTHER	1	-1100-452-00-121-013-0-623	Bottled Gas	350.00			
1	-1100-452-00-121-013-0-890	OTHER	1	-1100-452-00-121-013-0-626	Gasoline / Diesel	15,000.00			
1	-1100-452-00-121-013-0-890	OTHER	1	-1100-452-00-121-013-0-631	Bottled Water	250.00			
						<b>86,090.00</b>			

REASON: ALL FUNDS WERE PLACED ON OBJECT CODE 890, NEED TO PLACE FUNDS IN ALL OBJECT CODES TO OPEN UP PURCHASE ORDERS FOR YEAR 2011.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

\_\_\_\_\_  
/ /  
DATE

ATTEST COUNTY CLERK

**AI-24472**

**4.G.**

**2011-Pct#1 R&B (1200)**

**CC CONSENT**

Date: 12/30/2010  
Submitted By: Jorge Flores, COMM. PCT. #1  
Department: COMM. PCT. #1  
Agenda Category: 2011 Intradep.(line-item) Transfers

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Information

CAPTION

2011 - Pct. #1 R&B (1200)

BACKGROUND

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Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1200-431-00-121-005-0-XXX  
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:  
BUDGETARY IMPACT:  
Available account balance as of 12-22-10

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Attachments

Link: [2011-Pct#1 R&B \(1200\)](#)

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Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	12/16/2010 10:14 AM	APRV
2	Veronica Ortiz	Veronica Ortiz	12/22/2010 10:38 AM	APRV
3	Auditor's Office	Linda Fong	12/22/2010 11:24 AM	APRV

Form Started By: Jorge Flores  
Started On: 12/16/2010 09:35 AM

Final Approval Date: 12/22/2010

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**AI-24473**

**4.H.**

**2011-Pct#1 Admin. (1200)**

**CC CONSENT**

Date: 12/30/2010  
Submitted By: Jorge Flores, COMM. PCT. #1  
Department: COMM. PCT. #1  
Agenda Category: 2011 Intradep.(line-item) Transfers

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Information

CAPTION

2011 - Pct. #1 Admin. (1200)

BACKGROUND

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Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1200-431-00-121-004-0-XXX  
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:  
BUDGETARY IMPACT:  
Available account balance as of 12-21-10

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Attachments

Link: [LIT](#)

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Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	12/16/2010 10:15 AM	APRV
2	JC Carreon	JC Carreon	12/21/2010 10:43 AM	APRV
3	Auditor's Office	Linda Fong	12/22/2010 11:25 AM	APRV

Form Started By: Jorge Flores

Started On: 12/16/2010 09:39 AM

Final Approval Date: 12/22/2010

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**AI-24553**

**4.I.**

**Budget Line-Item Transfer for Administration on a printer/scanner.**

**CC CONSENT**

Date: 12/30/2010  
 Submitted By: Yolanda Cisneros, COMM. PCT. #2  
 Submitted For: Yolanda Cisneros  
 Department: COMM. PCT. #2  
 Agenda Category: 2011 Intradep.(line-item) Transfers

Information

CAPTION

2011 - Pct. #2 Admin. (1200)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1200-431-00-122-005-0-XXX  
 FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funding available from Adopted Budget of 2011  
 From 531 ---> 780 \$6,000.00  
 From 532 ---> 780 \$1,000.00  
 From 679 ---> 780 \$500.00  
 From 890 ---> 780 \$2,000.00

Attachments

Link: [LIT](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	12/22/2010 08:11 AM	APRV
2	Norma Silva	Norma Silva	12/22/2010 09:32 AM	APRV
3	Auditor's Office	Linda Fong	12/22/2010 11:29 AM	APRV
Form Started By: Yolanda Cisneros			Started On: 12/21/2010 04:17 PM	
Final Approval Date: 12/22/2010				

**DATE:** December 20, 2010

**2011**  
Transfer



**DEPARTMENT HEAD:** Hector "Tito" Palacios

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

**ACCOUNT NUMBER:** 1-1200-431-00-122-005-0-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).

<b>FROM</b> OBJECT CODE	<b>OBJECT DESCRIPTION</b>	<b>TO</b> OBJECT CODE	<b>OBJECT DESCRIPTION</b>	<b>AMOUNT</b>
531	TELEPHONE & TELEGRAPH	780	CAPITAL LEASES	\$6,000.00
532	MOBILE PHONE	780	CAPITAL LEASES	\$1,000.00
679	OTHER REPAIR & MAINTENANCE SUPPLY	780	CAPITAL LEASES	\$500.00
890	OTHER	780	CAPITAL LEASES	\$2,000.00
<b>TOTAL</b>				<b>\$9,500.00</b>

**REASON:**  
Transfer needed for the lease of printer / scanner for the new administration office and & for old administration.

\_\_\_\_\_  
DEPARTMENT HEAD SIGNATURE

12/21/2010  
DATE

\_\_\_\_\_  
APPROVED COMMISSIONERS' COURT

\_\_\_\_\_  
ATTEST COUNTY CLERK

**AI-24573**

**4.J.**

**Pct. #3 Intradepartmental Transfer (1100)**

**CC CONSENT**

Date: 12/30/2010  
 Submitted By: Perla Lopez, BUDGET & MANAGEMENT  
 Submitted For: Norma Ceballos  
 Department: BUDGET & MANAGEMENT  
 Agenda Category: 2011 Intradep.(line-item) Transfers

**Information**

**CAPTION**

2011 - Pct. #3 Sanitation (1100)

**BACKGROUND**

**Fiscal Impact**

FISCAL YEAR: 2011 ACCT. #: 1-1100-432-00-123-001-0-XXX  
 FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N  
 BUDGETARY IMPACT:  
 890 - -> 334 = \$9,750.00

Available funds as of 12/22/10.

**Attachments**

Link: [LIT](#)

**Form Routing/Status**

Route Seq	Inbox	Approved By	Date	Status
1	Perla Lopez	Perla Lopez	12/22/2010 11:31 AM	APRV
2	Budget & Management	Erika Zamora	12/22/2010 11:35 AM	APRV
3	Ana Galvan	Anna Galvan	12/22/2010 03:49 PM	APRV
4	Auditor's Office	Linda Fong	12/22/2010 03:51 PM	APRV

Form Started By: Perla Lopez Started On: 12/22/2010 11:11 AM

Final Approval Date: 12/22/2010



**DA - Approval of payment of membership dues for TDCAA and TIBA  
CC CONSENT**

Date: 12/30/2010  
Submitted By: Sylvia Solis, BUDGET & MANAGEMENT  
Submitted For: Roy Cazares  
Department: BUDGET & MANAGEMENT  
Agenda Category: Membership Dues

Information

CAPTION

District Attorney's Office:

1. Approval to pay the 2011 TDCAA Membership Dues for the District Attorney and employees of the District Attorney's Office with authority for County Treasurer to issue check after review, audit, and processing procedures are completed by County Auditor.
2. Approval to pay the 2011 TIBA Membership Dues with authority for County Treasurer to issue check after review, audit and processing procedures are completed by County Auditor.

BACKGROUND

TDCAA is the organization that puts on different type of seminars that are required for our Prosecutors and Investigators. They do reimburse our office a certain percentage of the hotel, meals, and traveling fees.

TIBA is an organization that provides weekly publications of decisions given by the Court of Appeals.

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-412-00-080-002-0-810  
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funds in the amount of \$2,500.00, as of 12/22/10.

As per Roy Cazares, DA Personnel Director, invoices for TDCAAA are provided subsequently throughout the year.

Attachments

*No file(s) attached.*

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	12/22/2010 10:59 AM	APRV
2	Ivan Cantu	Ivan Cantu	12/22/2010 01:08 PM	APRV
3	Auditor's Office	Linda Fong	12/22/2010 02:08 PM	APRV

Form Started By: Sylvia Solis

Started On: 12/22/2010 10:24  
AM

Final Approval Date: 12/22/2010

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**Membership Dues for Rio South Texas Economic Council  
CC CONSENT**

Date: 12/30/2010  
Submitted By: Erika Zamora, BUDGET & MANAGEMENT  
Submitted For: Dina Trevino  
Department: BUDGET & MANAGEMENT  
Agenda Category: Membership Dues

Information

CAPTION

Commissioners' Court:  
Requesting approval to pay annual Membership Dues to the Rio South Texas Economic Council in the amount of \$30,000.00.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1100-413-30-115-017-0-810  
FUNDS AVAILABLE Y/N?: Y/Pending MATCHING FUNDS Y/N?: N  
BUDGETARY IMPACT:  
Funds pending AI#24474 CC 12/21/10.

Attachments

- Link: [Back up](#)
- Link: [Invoice](#)
- Link: [Membership Dues](#)
- Link: [W9](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	12/16/2010 10:37 AM	APRV
2	Sylvia Solis	Sylvia Solis	12/16/2010 11:28 AM	APRV
3	Auditor's Office	Linda Fong	12/17/2010 01:11 PM	APRV
Form Started By: Erika Zamora			Started On: 12/16/2010 10:31 AM	
Final Approval Date: 12/17/2010				

# Rio South Texas Economic Council

## Contribution Levels for FY 10-11

### Foundation Members \$1,000 to \$30,000 per year

This membership category is available to all counties, cities and/or economic development corporations within the Rio South Texas region and is based on the 2007 US Census updates. Each Foundation Member investing \$10,000 or more will have a seat on the Board of Directors. Foundation Members contributing less than \$10,000 will have one (1) member per population level on the Board of Directors. Final selection of each of the directors from this category is subject to the terms of the bylaws of the Council.

#### **Population Levels:**

Counties with 500,000 or more and Cities with 50,000 or more	\$30,000
Counties with 200,000-499,999 and Cities with 35,000-49,999	\$15,000
Counties with 50,000-199,999 and Cities with 10,000-34,999	\$10,000
Counties with 20,000-49,999 and Cities with 5,000 to 9,999	\$5,000
Cities with 2,000-4,999	\$2,000
Cities under 2,000	\$1,000

### Institutional Members \$1,000 per year

This membership category is available to all Chambers of Commerce, education institutions, and councils of government within the Rio South Texas region. Institutional Members will have one (1) member on the Board of Directors. Final selection of the director from this category is subject to the terms of the bylaws of the Council.

### Organizational Members \$5,000 or \$15,000 per year

This membership category is open to private sector companies, utilities, trade associations, governmental agencies and other public or non-profit entities which have a vested interest in the economic vitality of the region. Each Gold Member will have a seat on the Board of Directors. Final selection of each of the directors from this category is subject to the terms of the bylaws of the Council.

Gold Member	\$15,000
Bronze Member	\$5,000



**Rio South Texas EC**  
**Member Dues**  
**FY 10-11**

As of 12/07/10

<u>Member</u>	<u>Type</u>	<u>Population</u>	<u>**Dues</u>	<u>Amount Rec'd</u>	<u>Invoiced</u>	<u>Date Rec'd</u>
Hidalgo County	F	726,604	\$ 30,000		12/7/10	
Brownsville @	F	175,494	\$ 30,000		08/31/10	
Edinburg	F	71,520	\$ 30,000		08/31/10	^
Harlingen	F	64,843	\$ 30,000	\$ 30,000	08/31/10	10/28/10
McAllen	F	129,776	\$ 30,000	\$ 30,000	08/31/10	09/20/10
Mission	F	67,119	\$ 30,000		08/31/10	^
Pharr	F	65,258	\$ 30,000		08/31/10	^
Brownsville Nav. District	O		\$ 15,000		12/07/10	^
Starr County	F	62,249	\$ 10,000		08/31/10	^
Alamo	F	16,608	\$ 10,000	\$ 10,000	08/31/10	12/02/10
Donna	F	17,094	\$ 10,000		08/31/10	^
Hidalgo	F	11,984	\$ 10,000		08/31/10	^
Mercedes	F	15,131	\$ 10,000		08/31/10	^
San Benito	F	25,072	\$ 10,000		10/01/10	^
San Juan	F	33,970	\$ 10,000		08/31/10	^
Weslaco @	F	33,354	\$ 10,000		08/31/10	^
LRGV Workforce Dev. Board	O		\$ 5,000	\$ 5,000	08/31/10	09/17/10
Port Isabel	F	5,290	\$ 5,000		08/31/10	^
South Padre Island	F	2,837	\$ 2,000	\$ 2,000	08/31/10	10/14/10
Peñitas	F	1,181	\$ 1,000		08/31/10	^
McAllen Chamber	I		\$ 1,000	\$ 1,000	08/31/10	10/04/10
STC	I		\$ 1,000	\$ 1,000	09/15/10	10/28/10
UTPA	I		\$ 1,000	\$ 1,000	07/19/10	09/13/10
RGV Partnership	I		\$ 1,000	\$ 1,000		11/10/10
Greater Mission Chamber	I		\$ 1,000		12/07/10	
<b>Total</b>			<b>\$ 323,000</b>	<b>\$ 81,000</b>		

Member type: F-Foundation; O-Organizational; I-Institutional

\*\* Based on membership contribution levels approved August 2010

^ Sent 2nd invoice on 12/7/10

@ declined membership

## Request for Taxpayer Identification Number and Certification

Give form to the  
 requester. Do not  
 send to the IRS.

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return) <b>Rio South Texas Economic Council</b>	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ ..... <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶ <b>Non-Profit</b>	
	Address (number, street, and apt. or suite no.) <b>901 Business Park Drive, Suite 200</b>	Requester's name and address (optional)
	City, state, and ZIP code <b>Mission, Texas 78572</b>	
List account number(s) here (optional)		

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number
or
Employer identification number
26   3540644

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

<b>Sign Here</b>	Signature of U.S. person ▶ <i>Pat Townsend Jr.</i>	Date ▶ 8/31/10
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### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

#### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

**AI-24430**

**7.A.**

**Approval of Monthly Financial Report for the Month of November 2010.**

**CC CONSENT**

Date: 12/30/2010  
Submitted By: Angelica Tapia, AUDITOR'S OFFICE  
Submitted For: Ray Eufracio  
Department: AUDITOR'S OFFICE  
Agenda Category: Auditor's Office

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Information

**CAPTION**

Approval of Monthly Financial Report for the Month of November 2010.

**BACKGROUND**

Report will be distributed before Commissioners' Court meeting.

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Fiscal Impact

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Attachments

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*No file(s) attached.*

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Form Routing/Status

<b>Route Seq</b>	<b>Inbox</b>	<b>Approved By</b>	<b>Date</b>	<b>Status</b>
1	Budget & Management	Erika Zamora	12/15/2010 10:52 AM	APRV
2	Erika Zamora	Erika Zamora	12/17/2010 02:41 PM	APRV
3	Auditor's Office	Linda Fong	12/17/2010 03:04 PM	APRV
4	Dina Trevino	Erika Zamora	12/17/2010 03:24 PM	APRV

Form Started By: Angelica Tapia  
Started On: 12/15/2010 09:35 AM

Final Approval Date: 12/17/2010

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**AI-24541**

**8.A.**

**Requesting approval of Amendment No. 2 with Cook-Joyce  
CC CONSENT**

Date: 12/30/2010  
Submitted By: Nielda Cavazos, PURCHASING DEPT.  
Submitted For: Nielda Cavazos  
Department: PURCHASING DEPT.  
Agenda Category: Purchasing Department

**Information**

**CAPTION**

Approval of an Amendment No. 2 to current agreement between Hidalgo County and Cook-Joyce for the provision of engineering services in connection with Precinct # 3's Penitas Landfill to reflect the continuation of the scope of work.

**BACKGROUND**

**Fiscal Impact**

FISCAL YEAR: 2011 ACCT. #: 1-1100-432-00-123-001-0-334  
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N

**BUDGETARY IMPACT:**

Available funds as of 12/22/10; pending approval of Intradepartmental Transfer.  
Refer to AI - 24573 (12/30/10 CC).

**Attachments**

Link: [Cook-Joyce Contract](#)

Link: [amendment](#)

**Form Routing/Status**

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department (Originator)	Marty Salazar	12/21/2010 03:50 PM	APRV
2	Budget & Management	Erika Zamora	12/21/2010 04:42 PM	APRV
3	Perla Lopez	Perla Lopez	12/22/2010 11:31 AM	APRV
4	Auditor's Office	Linda Fong	12/22/2010 11:35 AM	APRV
7	Perla Lopez	Perla Lopez	12/22/2010 03:32 PM	APRV
Form Started By: Nielda Cavazos			Started On: 12/21/2010 01:27 PM	
Final Approval Date: 12/22/2010				

STATE OF TEXAS       §  
                                  §  
COUNTY OF HIDALGO   §

**AMENDMENT TO PROFESSIONAL SERVICE AGREEMENT BETWEEN  
HIDALGO COUNTY, TEXAS AND  
COOK-JOYCE, INC.**

This AMENDMENT TO THE PROFESSIONAL SERVICE AGREEMENT (No. 05026.05) dated May 5, 2008 BY AND BETWEEN **HIDALGO COUNTY, TEXAS** ("County") and **COOK-JOYCE, INC** (the "COMPANY") is entered into between the parties effective this 3 day of November 2009.

**WHEREAS**, Company and County entered into an Agreement dated May 5, 2008 in which the Company agreed to provide professional engineering services concerning the operation, development and closure of the Hidalgo County Precinct 3 Penitas landfill (the "Agreement")

**WHEREAS**, the Company desires to correct errors in Exhibit A to the Agreement provided by the Company.

**NOW THEREFORE**, for and in consideration of the terms and provisions set forth herein, for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Company hereby agree to the following amendments to the Agreement.


1. Exhibit A to Agreement is deleted in its entirety and the attached Exhibit A is inserted in lieu thereof:
2. Except as modified herein, all terms and conditions of the Agreement, as amended, remain in full force and effect and Company and County ratify and confirm the terms and provisions of the Agreement as amended.

EXECUTED IN DUPLICATE ORIGINALS and effective as of the day and year first written above.

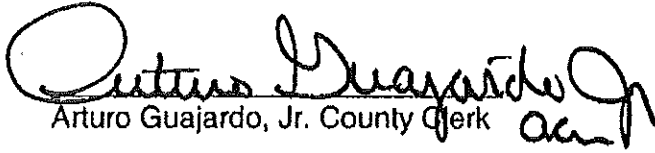
**COOK-JOYCE, INC.**

  
\_\_\_\_\_  
Stephen L. Cook, P.E., President

**HIDALGO COUNTY**

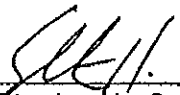
  
\_\_\_\_\_  
Juan de Dios (J.D.) Salinas, III, County Judge

ATTEST:

  
Arturo Guajardo, Jr. County Clerk

APPROVED AS TO FORM:

ATLAS & HALL, L.L.P.

By:   
Stephen L. Crain



## EXHIBIT "A"

October 2, 2009

Commissioner Joe Flores  
Hidalgo County Precinct 3  
P.O. Box 607  
Mission, Texas 78573

Re: Precinct 3 - Peñitas Landfill  
Landfill Engineering Services Contract No. 05026.05 (May 5, 2008) - Amended

Dear Commissioner Flores:

I am pleased to provide you with this contract amendment to continue providing engineering services that support the operation, development and closure of the Hidalgo County Precinct 3 - Peñitas landfill. In particular, Texas Commission on Environmental Quality (TCEQ) regulations require that the landfill continue gas monitoring, disposal cell development and final cover activities under engineering guidance. These services will be performed economically under terms of the standard County contract developed for the landfill (Contract No. 05026.05). The contract's original budget amount of \$76,700 is proposed to provide the engineering services and construction quality assurance described below. The rate of waste received at the landfill is variable, and a specific projection of the remaining life of the landfill and associated completion date for engineering services cannot be made. Thus, work under this contract will begin May 1, 2008 and continue until work tasks have been accomplished.

### SCOPE OF WORK

#### Task 1 – Permit Compliance and Monitoring

Engineering guidance will be provided as requested to support landfill operations in compliance with the permit. Assistance may be provided for annual TCEQ reports, TCEQ inspection preparation, tire bale and brush handling operations, final cover design and coordination, and permit modifications insuring that landfill operations match Site Plans. Quarterly methane gas monitoring will also be conducted as required by TCEQ.

The County may desire to modify the landfill permit by increasing the height of portions of the landfill, thereby extending the landfill life and more efficiently staging closure construction tasks. A basic permit modification or amendment application to TCEQ may be initiated under this

HIDALGO CO\FINAL\05026.05  
L091002\_FLORES.DOC



Task. Additionally, if closure work will involve contractor bids, the bid plans and specification can be developed under this task.

A summary of work will be provided at the completion of the contract term.

Work will be conducted as requested by Precinct 3 managers up to the \$40,200 budgeted for this Task. If the work effort required by this task exceeds this budget, available budgeted funds may be drawn from other tasks or a budget amendment may be required.

#### Task 2 –Construction Quality Assurance for Landfill Final Cover

During late 2001, Precinct 3 forces began installing compacted clay cover over landfill Cells F and G. In the upcoming months, additional clay cover and seeding may be installed to complete final cover for other portions of the landfill. The potential for this work has been coordinated with other County earthwork projects that may have soil available for the landfill cover project. As required by TCEQ, a Final Cover Evaluation Report will be produced for this work, sealed by an engineer and submitted to the TCEQ Municipal Waste Permits Division. This report will document the project location, construction methods, observations, and soil test results.

Full time observation of the work will be provided when the remaining construction activity is underway (as set forth in the Final Cover Quality Control Plan). Observation during as many as 18 days over 8 work periods is included for this task.

The budget for this work task is \$28,500.

#### Task 3 – Soil Testing During Closure Construction

Soil testing will be provided during the construction project as required by TCEQ. Tests include:

- \$ field moisture and density tests (a maximum of 6 testing trips)
- \$ permeability tests of shelly tube samples (a maximum of 4 tests)
- \$ sieve analysis (passing the #200 sieve) and Atterberg Limits (a maximum of 4 tests)
- \$ Standard Proctor and remolded permeability test (2 tests)

The budget for this work task is \$8,000. Additional sampling requirements may require an amendment to the budget.

Commissioner Joe Flores  
October 2, 2009  
Page 3

EXHIBIT "A"



**PROFESSIONAL SERVICES AGREEMENT AND SCHEDULE**

This scope of work will be conducted as further described in Professional Services Agreement No. 05026.05. As in the past, surveying which may be needed during the work will be provided by a surveying company under separate contract to the County. The duration of this scope of work is expected to extend until work on all tasks has been accomplished. Specific project tasks may vary and the contract budget may be reallocated as needed. Additionally, the budget may be amended to cover extra work upon written approval by both parties as set forth in the Agreement.

I appreciate your consideration of this amendment to the duration of this contract. It is a pleasure to assist you with the landfill operations and development. If any further information is needed, please give Brian Dudley, P.E. a call at 512/474-9097.

Sincerely,

Stephen L. Cook, P.E.  
President

BD:nn

**PROFESSIONAL SERVICES AGREEMENT No. 05026.05**

This Agreement is by and between Hidalgo County (**Client**) and Cook-Joyce, Inc. (**The Engineer**) who agree as follows: Client hereby engages The Engineer to perform the services described in Part I ("Services") and The Engineer agrees to perform the Services for the compensation set forth in Part III. The Engineer shall be authorized to commence the Services upon execution of this Agreement. Client and The Engineer agree that this agreement and attachments referred to herein, constitute the entire agreement between them relating to the Project ("Agreement").

Project: Precinct 3-Peñitas Landfill Engineering Services

Location: Hidalgo County Precinct 3 – Peñitas Landfill

Job No.: 05026.05

Start Date: Work conducted under this contract will begin on May 1, 2008.

**I. COOK-JOYCE, INC.'s RESPONSIBILITIES:** The Engineer shall perform or furnish the services described under this Agreement which are more particularly described in the May 5, 2008 proposal letter contained in Exhibit "A".

**II. CLIENT'S RESPONSIBILITIES:** Client, at its expense, shall do the following in a timely manner so as not to delay the Services.

**1. INFORMATION/REPORTS:** Furnish The Engineer with all reports, studies, site characterizations, regulatory orders, and similar information in its possession relating to the Project. Unless otherwise specified in Part I, The Engineer may rely upon Client-furnished information without independent verification in performing the Services.

**2. REPRESENTATIVE:** Designate a representative for the Project who shall have the authority to transmit instructions, receive information, interpret and define Client's policies, and make decisions with respect to the Services.

**3. DECISIONS:** Provide all criteria and full information as to Client requirements for the Project, obtain (with The Engineer's assistance, if applicable) necessary approvals and permits, attend Project-related meetings, provide interim reviews on an agreed-upon schedule, make decisions on Project alternatives, and generally participate in the Project to the extent necessary to allow The Engineer to perform the Services.

**III. COMPENSATION, BILLING, AND PAYMENT:** Client shall pay The Engineer for Services in accordance with the following Billing Schedule.

**1. SERVICES:**     X     Hourly Rates and Expenses not to Exceed a Maximum Fee of \$76,700, including all expenses, reimbursable expenses and all other fees arising under this Agreement  
(Engineer's Hourly Billing Rate Schedule is attached as Exhibit "B")

**2. REIMBURSABLE EXPENSES:** As referenced above in Section III.1.

**3. PAYMENTS:** Billings for services rendered will be made monthly and payment is requested within fifteen (15) days of receipt of invoice. Unless special arrangements are made, a finance charge of 1.5% per month will be added to unpaid balances more than thirty (30) days old. The Engineer reserves the right to suspend work should invoices not be paid within the stated terms.

**IV. STANDARD TERMS AND CONDITIONS:**

**1. STANDARD OF CARE.** Services shall be performed in accordance with the standard of professional practice

ordinarily exercised under similar circumstances by engineers experienced in the scope of work herein classified within the State of Texas.

**2. CHANGE OF SCOPE.** The scope of Services set forth in this Agreement is based on facts known at the time of execution of this Agreement, including, if applicable, information supplied by Client. For some projects involving conceptual, regulatory or process development services, scope may not be fully definable during initial phases. As the Project progresses, facts discovered may indicate that scope must be redefined.

**3. SAFETY.** Unless specifically included as a service to be provided under this Agreement, The Engineer specifically disclaims any authority or responsibility for general job site safety and safety of persons other than The Engineer's employees.

**4. DELAYS.** If events beyond the control of Client or The Engineer, including, but not limited to, fire, flood, explosion, riot, strike, war, process shutdown, act of God or the public enemy, and act or regulation of any government agency, result in delay to any schedule established in this Agreement, such schedule shall be amended to the extent necessary to compensate for such delay. In the event such delay exceeds 60 days, The Engineer shall be entitled to an equitable adjustment in compensation.

**5. TERMINATION/SUSPENSION.** Either party may terminate this Agreement upon 30 days written notice to the other party. Client shall pay The Engineer for all Services at the rates as described in III.1 above rendered prior to termination.

In the event either party defaults in its obligations under this Agreement (including Client's obligation to make the payments required hereunder), the non-defaulting party may, after 7 days written notice stating its intention to suspend performance under the Agreement if cure of such default is not commenced and diligently continued, and failure of the defaulting party to commence cure within such time limit and diligently continue, suspend performance under this Agreement.

**6. OPINIONS OF CONSTRUCTION COST.** Any opinion of construction costs prepared by The Engineer is supplied for the general guidance of the Client only. Since The Engineer has no control over competitive bidding or market conditions, The Engineer cannot guarantee the accuracy of such opinions as compared to contract bids or actual costs to Client.

**7. RELATIONSHIP WITH CONTRACTORS.** The Engineer shall serve as Client's professional representative for the Services, and may make recommendations to Client concerning actions relating to Client's contractors, but The Engineer specifically disclaims any authority to direct or supervise the means, methods, techniques, sequences, or procedures of construction selected by Client's contractors.

**8. HAZARDOUS MATERIALS.** Hazardous materials may exist at a site where there is no reason to believe they could or should be present. The Engineer and Client agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work. The Engineer agrees to notify Client as soon as practically possible should unanticipated hazardous materials or suspected hazardous materials be encountered. Client acknowledges and agrees that it retains title to all hazardous material existing on the site and shall report to the appropriate federal, state or local public agencies, as required, any conditions at the site that may present a potential danger to the public health, safety or the environment. Client shall execute any manifests or forms in connection with transportation, storage and disposal of hazardous materials resulting from the site or work on the site or shall authorize The Engineer to execute such documents as Client's agent. Client waives any claim against The Engineer and agrees to defend, indemnify, and save The Engineer harmless from any claim or liability for injury or loss arising from The Engineer's discovery of unanticipated hazardous materials or suspected hazardous materials.

**9. ACCESS.** Client shall provide The Engineer access to any premises necessary for The Engineer to provide the Services.

**10. REUSE OF PROJECT DELIVERABLES.** Reuse of any documents or other deliverables, including electronic media, pertaining to the Project by Client for any purpose other than that for which such documents or deliverables were originally prepared, or alteration of such documents or deliverables without written verification or adaptation by The Engineer

for the specific purpose intended, shall be at the Client's risk.

**11. AMENDMENT.** This Agreement, upon execution by both parties hereto, can be amended only by a written instrument signed by both parties.

**12. INSURANCE.** The Engineer and its subcontractors will maintain insurance coverage for Professional Comprehensive General, Automobile, Worker's Compensation, and Employer's Liability in amounts as specified in Exhibit "C", "Insurance Requirements". Certificates evidencing such coverage will be provided to Client upon request. For projects involving construction, Client agrees to require its construction contractor, if any, to include the Engineer as an additional insured on its policies relating to the Project. The Engineer's coverages referenced above shall, in such case, be excess over contractor's primary coverage.

**13. DISPUTE RESOLUTION.** In the event any actions are brought, this agreement shall be governed by the laws of the State of Texas and shall be performed in Hidalgo County. Engineer submits to the Jurisdiction of State Courts sitting in Hidalgo County for resolution of any and all claims arising out of or connected with this agreement.

**14. NO WAIVER.** No waiver by either party of any default by the other party in the performance of any particular section of this Agreement shall invalidate any other section of this Agreement or operate as a waiver of any future default, whether like or different in character.


**15. SEVERABILITY.** The various terms, provisions and covenants herein contained shall be deemed to be separate and severable, and the invalidity or unenforceability of any of them shall not affect or impair the validity or enforceability of the remainder.


**16. AUTHORITY.** The persons signing this Agreement warrant that they have the authority to sign as, or on behalf of, the party for whom they are signing.

**17. COMMITMENT OF CURRENT REVENUES ONLY.** In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of County under this Agreement, County may terminate this Agreement upon ninety (90) days written notice to The Engineer. County agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of County pursuant to the provisions of Tex. Loc. Govt. Code Ann. '271.903 (Vernon Supp. 1995)

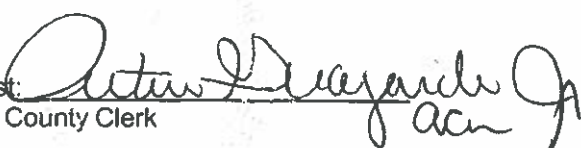
**APPROVED FOR HIDALGO COUNTY**


**APPROVED FOR COOK-JOYCE, INC.**

By:   
County Judge J.D. Salinas

By:   
Stephen L. Cook, P.E.  
President

Date: 5/5/08

Attest:   
County Clerk

**APPROVED AS TO FORM:**  
Atlas & Hall, LLP  
By: 

Date: \_\_\_\_\_

## EXHIBIT "A"

5 May 2008

Commissioner Joe Flores  
Hidalgo County Precinct 3  
P.O. Box 607  
Mission, Texas 78573

Re: Precinct 3 - Peñitas Landfill  
Landfill Engineering Services Contract

Dear Commissioner Flores:

I am pleased to provide you with this proposal to continue providing engineering services that support the operation and development of the Hidalgo County Precinct 3 - Peñitas landfill. In particular, Texas Commission on Environmental Quality (TCEQ) regulations require that the landfill continue gas monitoring, disposal cell development and final cover activities under engineering guidance. These services will be performed economically under terms of the standard County contract developed for the landfill. A budget amount of \$76,700 is proposed to provide the engineering services and construction quality assurance described below. Work under this contract will begin May 1, 2008.

### SCOPE OF WORK

#### Task 1 – Permit Compliance and Monitoring

Engineering guidance will be provided as requested to support landfill operations in compliance with the permit. Assistance may be provided for annual TCEQ reports, TCEQ inspection preparation, tire bale and brush handling operations, final cover design and coordination, and permit modifications insuring that landfill operations match Site Plans. Quarterly methane gas monitoring will also be conducted as required by TCEQ.

The County may desire to modify the landfill permit by increasing the height of portions of the landfill, thereby extending the landfill life and more efficiently staging closure construction tasks. A basic permit modification or amendment application to TCEQ may be initiated under this Task. Additionally, if closure work will involve contractor bids, the bid plans and specification can be developed under this task.



A summary of work will be provided at the completion of the contract term.

Work will be conducted as requested by Precinct 3 managers up to the \$40,200 budgeted for this Task. If the work effort required by this task exceeds this budget, available budgeted funds may be drawn from other tasks or a budget amendment may be required.

#### Task 2 –Construction Quality Assurance for Landfill Final Cover

During late 2001, Precinct 3 forces began installing compacted clay cover over landfill Cells F and G. In the upcoming months, additional clay cover and seeding may be installed to complete final cover for other portions of the landfill. The potential for this work has been coordinated with other County earthwork projects that may have soil available for the landfill cover project. As required by TCEQ, a Final Cover Evaluation Report will be produced for this work, sealed by an engineer and submitted to the TCEQ Municipal Waste Permits Division. This report will document the project location, construction methods, observations, and soil test results.

Full time observation of the work will be provided when the remaining construction activity is underway (as set forth in the Final Cover Quality Control Plan). Observation during as many as 18 days over 8 work periods is included for this task.

The budget for this work task is \$28,500.

#### Task 3 – Soil Testing During Closure Construction

Soil testing will be provided during the construction project as required by TCEQ. Tests include:

- field moisture and density tests (a maximum of 6 testing trips)
- permeability tests of shelby tube samples (a maximum of 4 tests)
- sieve analysis (passing the #200 sieve) and Atterberg Limits (a maximum of 4 tests)
- Standard Proctor and remolded permeability test (2 tests)

The budget for this work task is \$8,000. Additional sampling requirements may require an amendment to the budget.

### **PROFESSIONAL SERVICES AGREEMENT AND SCHEDULE**

This scope of work will be conducted as further described in Professional Services Agreement No. 05026.05. As in the past, surveying which may be needed during the work will be provided

Commissioner Joe Flores  
5 May 2008  
Page 3

EXHIBIT "A"



by a surveying company under separate contract to the County. The duration of this scope of work and budget is expected to extend through at least May 2009. Specific project tasks may vary and the contract budget may be reallocated as needed. Additionally, the budget may be amended to cover extra work upon written approval by both parties as set forth in the Agreement.

I appreciate the opportunity to propose this scope of work to assist you with the landfill operations. If any further information is needed, please give Brian Dudley, P.E. a call at 512/474-9097.

Sincerely,

Stephen L. Cook, P.E.  
President

BD:nn



**EXHIBIT "B"**  
**RATE SCHEDULE**  
**PROJECT 05026.05 – HIDALGO COUNTY**  
**SERVICES RENDERED THROUGH 31 DECEMBER 2008**

**PERSONNEL**

Services of CJI personnel will be billed at the following hourly rates:

Principal	\$ 165.00
Associate/Senior Project Staff	125.00
Project Staff V	110.00
Project Staff IV	95.00
Project Staff III	80.00
Project Staff II	70.00
Project Staff I	60.00
Technician III	60.00
Technician II	50.00
Technician I	40.00
Administrative Support III	50.00
Administrative Support II	40.00
Administrative Support I	30.00

**UNIT COST ITEMS**

Mileage for project-related travel is charged at the prevailing IRS reimbursement rate. Domestic, long-distance telephone service is charged at \$0.25 per minute. In-house printing and copying is charged at \$0.10 per letter size image for non-color prints. Color printing is charged at \$1.00 per letter size image. Use of certain CJI-owned field equipment is charged at hourly, daily, or monthly rates; a detailed quotation will be provided upon request.

**REIMBURSABLE EXPENSES**

Expenses which CJI directly incurs either in the performance of its services or in order to perform its services are charged to THE CLIENT at actual cost plus 15 percent. These include, but are not limited to, travel expenses, expendable supplies, rented or leased equipment, outside duplication service, subconsultants, and subcontractors.

**PAYMENT**

Invoices are submitted monthly for all services rendered during the previous month. Payment must be received at CJI's Austin office within thirty (30) days of the invoice date. Attorneys' fees or other costs incurred in collecting delinquent amounts shall be paid by the Client.

**AI-9322**

**19.D.1.**

**Approval to execute agreement for Cook-Joyce  
CC REGULAR**

**Date:** 05/19/2008  
**Submitted By:** Rocio Villarreal, PURCHASING DEPT.  
**Submitted For:** Rocio Villarreal  
**Department:** PURCHASING DEPT.  
**Agenda Category:** Purchasing Department

**Purchasing only:** Prct. 3

**Information**

**CAPTION**

Presentation for discussion, consideration, and approval to execute a professional engineering services with Cook-Joyce, for the "Precinct No. 3 Penitas Landfill" as authorized & approved for negotiations by CC on 05/06/08.

**BACKGROUND**

**Fiscal Impact**

**FISCAL YEAR:** 2008

**ACCT. #:** 8-1100-432-00-123-001-0-334

**FUNDS AVAILABLE Y/N?:**

**MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

\$58,078.57 available as of 05/15/08

\$18,621.43 pending approval of AI 9312

**Attachments**

Link: [Agreement](#)

**Form Routing/Status**

<b>Route Seq</b>	<b>Inbox</b>	<b>Approved By</b>	<b>Date</b>	<b>Status</b>
1	Purchasing Department	Marty Salazar	05/15/2008 10:45 AM	APRV
2	Budget & Management	Dina Trevino	05/15/2008 11:19 AM	APRV
3	Erika Reyna	Erika Reyna	05/15/2008 01:46 PM	APRV
4	Auditor's Office		05/15/2008 05:11 PM	NEW
Form Started By: Rocio Villarreal			Started On: 05/13/2008 04:02 PM	
Final Approval Date: 05/15/2008				

STATE OF TEXAS           §  
  §  
COUNTY OF HIDALGO   §

**AMENDMENT TO PROFESSIONAL SERVICE AGREEMENT BETWEEN  
HIDALGO COUNTY, TEXAS AND COOK-JOYCE, INC.**

This AMENDMENT TO THE PROFESSIONAL SERVICE AGREEMENT (No. 05026.05) dated May 5, 2008 BY AND BETWEEN **HIDALGO COUNTY** (the “County”), and **COOK-JOYCE, INC.** (the “Company”) is entered into between the parties effective this 30<sup>th</sup> day of **December 2010**.

**WHEREAS**, Company and County entered into an Agreement dated May 5, 2008 in which the Company agreed to provide professional engineering services concerning the operation, development and closure of the Hidalgo County Precinct 3 Penitas Landfill (the “Agreement”)

**WHEREAS**, the Company desires to modify the scope of work in Exhibit A, to the Agreement provided by the Company.

**WHEREAS**, the parties desire to amend the Agreement as hereinafter provided.

**NOW THEREFORE**, for and in consideration of the terms and provisions set forth herein, for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Company hereby agree to the following amendments to the Agreement:

1.     Task 1 – Permit Compliance and Monitoring

Engineering guidance will be provided as requested to support landfill operations in compliance with the permit. Assistance may be provided for annual TCEQ reports, TCEQ inspection preparation, tire bale and brush handling operations, final cover design and coordination, and permit modifications insuring that landfill operations match Site Plans. Quarterly methane gas monitoring will also be conducted as required by TCEQ.

The County desires to amend the landfill permit by increasing the height of portions of the landfill, thereby extending the landfill life and more efficiently staging closure construction tasks. This engineering work for a permit amendment application was initiated in 2010 and will be completed for submittal to TCEQ. All requirements of 30 TAC Chapter 330, Subchapter B must be updated in the Application as well as the Site Operating Plan

described in Subchapter D. Additionally, if closure work will involve contractor bids, the bid plans and specification can be developed under this task.

A summary of work will be provided at the completion of the contract term.

Work will be conducted as requested by Precinct 3 managers up to the \$62,500 budgeted for this Task. If the work effort required by this task exceeds this budget, available budgeted funds may be drawn from other tasks or a budget amendment may be required.

## 2. Task 2 –Construction Quality Assurance for Landfill Final Cover

As portions of the landfill are brought up to design elevations by disposal operations, Precinct 3 forces or contractors will begin installing compacted clay cover over landfilled waste as required by the permit. The potential for this work has been coordinated with other County earthwork projects which may have soil available for the landfill cover project.

CJI will provide construction quality assurance observation and a Construction Certification Report for this work. As required by TCEQ, the Report will be sealed by an engineer and submitted to the TCEQ Municipal Waste Permits Division. This report will document the project location, construction methods, observations, and soil test results.

Full time observation of the work will be provided when the soil compaction activity is underway (as set forth in the Final Cover Quality Control Plan). Observation during as many as 9 days over 4 work periods is included for this task.

The budget for this work task is \$20,250.

## 3. Task 3 – Soil Testing During Closure Construction

Soil testing will be provided during the construction project as required by TCEQ. Tests include:

1. field moisture and density tests (a maximum of 8 testing trips)
2. permeability tests of shelby tube samples (a maximum of 4 tests)
3. sieve analysis (passing the #200 sieve) and Atterberg Limits (a maximum of 4 tests)
4. Standard Proctor and remolded permeability test (2 tests)

The budget for this work task is \$7,000. Additional sampling requirements may require an

amendment to the budget.

#### **PROFESSIONAL SERVICES AGREEMENT AND SCHEDULE**

This scope of work will be conducted as further described in the Professional Services Agreement. As in the past, surveying which may be needed during the work will be provided by a surveying company under separate contract to the County. The duration of this scope of work is expected to extend until work on all tasks has been accomplished. Specific project tasks may vary and the contract budget may be reallocated as needed. Additionally, the budget may be amended to cover extra work upon written approval by both parties as set forth in the Agreement.

4. Except as modified herein, all terms and conditions of the Agreement, as amended, remain in full force and effect. Auctioneer and County ratify and confirm the terms and provisions of the Agreement as amended.

EXECUTED IN DUPLICATE ORIGINALS and effective as of the day and year first

written above.

**HIDALGO COUNTY**

\_\_\_\_\_  
[Redacted Signature]

**ATTEST:**

\_\_\_\_\_  
Arturo Guajardo, Jr., County Clerk

**COOK-JOYCE, INC.**

\_\_\_\_\_  
Stephen L. Cook, P.E., President

Approved as to Form:

**ATLAS & HALL, L.L.P.**

By: \_\_\_\_\_  
Stephen L. Crain

**AI-24555**

**8.B.**

**Hidalgo County-Extension/Renewal-Contract C-09-436-12-22-Upper Valley Mail Services, LLP**

**CC CONSENT**

Date: 12/30/2010  
Submitted By: Letty Saenz, PURCHASING DEPT.  
Submitted For: Marty Salazar  
Department: PURCHASING DEPT.  
Agenda Category: Purchasing Department

Information

**CAPTION**

Requesting authority to exercise the additional one (1) year term option to extend/renew as provided in the current Contract# C-09-436-12-22 for the purposes of: "Countywide Mailing Services" for Hidalgo County, under the same rates, terms and conditions with UPPER VALLEY MAIL SERVICES, LLP-(Effective 01/01/11 - 12/31/11).

**BACKGROUND**

Letter of Extension/Renewal-Upper Valley Mail Servcies, LLP  
Currenct Contract#C-09-436-12-22

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-419-60-125-010-0-350  
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:  
BUDGETARY IMPACT:  
Available balance as of 12-22-10 for year 2011 \$40,000.00.

Effective date of contract renewal is 01-01-11.

Attachments

- Link: [Extension/Renewal Letter-Upper Valley Mail Svc LLP-HC](#)
- Link: [Current Contract# C-09-436-12-22](#)
- Link: [Acknowledged Letter of Extension by UPPER VALLEY MAIL SVC LLP](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	12/22/2010 11:55 AM	APRV
2	Budget & Management	Erika Zamora	12/22/2010 01:38 PM	APRV
3	Ivan Cantu	Ivan Cantu	12/22/2010 02:54 PM	APRV
4	Auditor's Office	Linda Fong	12/22/2010 03:45 PM	APRV
Form Started By: Letty Saenz			Started On: 12/21/2010 04:44 PM	
Final Approval Date: 12/22/2010				





PURCHASING DEPARTMENT  
County Of Hidalgo

December 21, 2010

Patrick Hettler, Co-Owner (or)  
James Duncan, Co-Owner  
**Upper Valley Mail Services, LLP**  
1418 Beech Avenue, Suite 109  
McAllen, Texas

via email [postman217@aol.com](mailto:postman217@aol.com)  
via certified mail # 7099 3220 0002 9744 6655  
via facsimile (956) 630-0825

**Re: Extension/Renewal of Contract No. C-09-436-12-22—"Countywide Mailing Services" for Hidalgo County**

Dear Gentlemen:

Commissioners' Court will take applicable action on (Tuesday, December 30, 2010) in connection with the Hidalgo County's option to extend/renew the additional one (1) year term as provided in the current agreement (under the same rates, terms and conditions). **Effective date of renew/extension is of January 1, 2011.**

Please acknowledge receipt of this notice of extension by signing below and returning to the Purchasing Department by no later than, Tuesday, December 21, 2010, 5:00 p.m., via facsimile to (956) 956-318-2629.

By: \_\_\_\_\_

Date: \_\_\_\_\_

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 318-2626. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,

  
Leticia H. Saenz, CPPB/Contracts Manager  
Hidalgo County Purchasing Department

xc: file

THE STATE OF TEXAS   §  
  §  
COUNTY OF HIDALGO   §

**SERVICE CONTRACT**  
**C-09-436-12-22**

**THIS CONTRACT** is made and entered into this **22<sup>nd</sup>** day of **December, 2009** by and between the **County of Hidalgo, Texas** ("County"), and **Upper Valley Mail Services, LLP** (the "Company").

**WHEREAS**, Company responded to advertised notices for bids for "**Countywide Mailing Services**" (the "Services"); and

**WHEREAS**, Company submitted a bid to provide services in accordance with Exhibit "A" Request for Bids (RFB) Procurement Packet attached hereto respectively, and incorporated herein for all purposes of (the "RFB"); and;

**WHEREAS**, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications within Exhibit "A" Request for Bids (RFB) Procurement Packet, the Commissioners Court of County awarded the bid to Company.

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

1. County and Company hereby agree that this Contract is entered into in order to provide the Services to **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 contained in Exhibit "A" Request for Bids (RFB) Procurement Packet within **Hidalgo County** following a request for Services by **Hidalgo County** or its 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. Further Hidalgo County reserves the right to request these services from other sources other than the successful vendor and shall not be in violation of any terms or conditions of said contract.

3. This Contract shall be for a period of **one (1) year**, commencing on **January 01, 2010** and expiring on **December 31, 2010** and may be extended at the sole discretion of the County for an additional one (1) year terms under the same rates, terms and conditions. Hidalgo County also reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay of award for the next term and contingent upon cost remaining unchanged.

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

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

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

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

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

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

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

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

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County:                   The County of Hidalgo  
  Attn: County Judge  
  100 E. Cano  
  Edinburg, Texas 78539

If to Company:                 Upper Valley Mail Services, LLP  
  Attn: Patrick Hettler, Co-Owner  
  1418 Beech Avenue, Suite 109  
  McAllen, Texas 78501

13.     In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14.     This Agreement may be terminated by County without cause upon thirty (30) days written notice.

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

16.     This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

WITNESS our hands in duplicate originals this 25<sup>nd</sup> day of December 2009.

**APPROVED AS TO FORM**

Atlee + Hill, LLP  
By: [Signature]

**COUNTY OF HIDALGO**

**ATTEST:**

By: [Signature]  
Rene A. Ramirez, County Judge

[Signature]  
Arturo Guajardo, Jr., County Clerk

**COMPANY:**

**Upper Valley Mail Services, LLP**

By: [Signature]  
Printed Name: Patrick Hettler - JAMES DIXON  
Title: Co-Owner

**EXHIBIT "A"**  
**REQUEST FOR BIDS (RFB)**  
**PROCUREMENT PACKET**



PURCHASING DEPARTMENT  
County Of Hidalgo

October 26, 2009

RE: Hidalgo County  
Request for Bids – Hidalgo County  
"Countywide Mailing Services"  
Bid Nº 2009-436-11-18-YZV

Dear Gentlemen:

Enclosed please find a Request for Bid (RFB) packet for your review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call the Purchasing Department (956) 318-2626.

Sincerely,

Martha L. Salazar, CPPB

Hidalgo County Purchasing Agent

MLS/yzv



PURCHASING DEPARTMENT  
County Of Hidalgo

**REQUEST FOR BID (RFB)  
CHECKLIST**

**Hidalgo County  
Countywide Mailing Services  
Bid No: 2009-436-11-18-YZV**

1. Request For Bid Letter.
2. Request for Bid, Legal Notice, consisting of 8 pages.
3. Exhibit "A" Specifications consisting of 2 page.
4. Exhibit "B" Bid Page consisting of 1 page.
5. Exhibit "C" Insurance Requirements consisting of 4 pages.
6. Exhibit "D" CIQ Conflict of Interest Questionnaire, consisting of 1 pages.
7. Vendor/Bidder Application and W-9 form consisting of 6 pages.
8. Draft Requirements Agreement consisting of 4 pages.
9. Certification Regarding Debarment 1 pages.

The above mentioned items shall be found in the Request for Bid (RFB) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

*Martha L. Salazar*

Martha L. Salazar, CPPB  
Purchasing Agent

10/26/09  
Date

**Bid No: 2009-436-11-18**

**Buyer: Yolanda Z. Velasquez**

**Tel. No: (956) 318-2626**

# **REQUEST FOR BIDS**

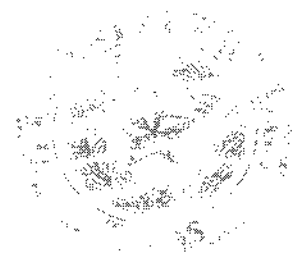
## **HIDALGO COUNTY DEPARTMENT "COUNTYWIDE MAILING SERVICES"**

### **BID OPENING DATE**

**NOVEMBER 18, 2009**

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent  
Hidalgo County Purchasing Department  
2802 S. Business Hwy 281 Administration Building  
Edinburg, Texas 78539  
956 318-2626



Form HCPD-03

1. Sealed bids will be received for **"COUNTYWIDE MAILING SERVICES-Hidalgo County"** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.
2. One (1) original and Three (3) copies of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **"BID-2009-436-11-18-yzv-Countywide Mailing – Hidalgo County"** and in County's Purchasing Department, 2802 S Business Highway 281, Administration Building, Edinburg, Texas, **on or before 9:30 a.m., THURSDAY, NOVEMBER 18, 2009. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO "REQUEST FOR BIDS-2009-436-11-18-yzv-RFB-Countywide Mailing Services – Hidalgo County"**. Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County.
3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."
4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.
5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.
6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles

and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.
8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.
9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.
10. County reserves the right to accept or reject any or all bids.
11. Costs are to be net F.O.B., County Prepaid.
12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.
13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.
14. 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
15. 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 - **"Countywide Mailing Services -Hidalgo County"**  
Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

- Discount payments will be considered when offered.
- Contact person for Billing and Payment questions:

Hidalgo County – Auditor’s Office  
 Ray Eufrazio, County Auditor  
 2812 S. Business 281  
 Edinburg, Texas 78539  
 (956)318-2511

16. Schedule of Events

<b>Bid Opening, 9:30 AM</b>	<b><u>November 18, 2009</u></b>
Award of Contract	_____, 2009
Commence Work or Deliver Products	_____, 2009

17. 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.

18. Ethical Standards:

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, 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.

19. 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.**

20. 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.
21. 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.
22. 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.
23. 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.
24. Any contract awarded 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.
25. 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.
26. 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.
27. 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.
28. 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.
29. 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**  
**"COUNTYWIDE MAILING SERVICES"**  
**BID NO.: 2009-436-11-18-yzv**

To: Martha L. Salazar, CPPB, Purchasing Agent  
Hidalgo County Purchasing Department  
2802 S Business Highway 281  
Edinburg, Texas 78539

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

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

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

Respectfully submitted,

Bidder: \_\_\_\_\_  
Address: \_\_\_\_\_  
By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT "A"**  
**HIDALGO COUNTY**  
**"COUNTYWIDE MAILING SERVICES"**  
**BID NO. 2009-436-11-18-YZV**

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**SPECIFICATIONS**

**THE FOLLOWING ARE THE MINIMUM SPECIFICATIONS (AND INFORMATION) FOR "MAILING SERVICES" FOR HIDALGO COUNTY:**

1. There will be a daily pick up, bar coding, sorting and delivery (**postage excluded**) of **all** qualifying U.S. Mail (packages, flats, letters, post cards, etc.), including UPS, Federal Express, Lone Star Overnight, non-freight packages, etc. (at no additional cost), with **no minimum daily quantity, and on an as needed basis**.
2. The postage of all mail will continue to be processed by the Central Mail Room. The standard operating procedure at both the Hidalgo County Courthouse and Administration Building to date has been that the Buildings and Grounds personnel picks up the departments outgoing mail on a daily basis and delivers it to the Central Mail Room where it is stamped. Vendor shall inform the Central Mail Room personnel of any special mail rates (i.e., postcards, overnight packages, etc.) to ensure that all reduced rates which vendor receives are passed on to Hidalgo County.
3. Mailing Service shall be by an **insured and bonded carrier** and **all** mail will be picked up and delivered on **all** government operating days on a set daily pick-up and delivery time (schedule). The departments opting to receive this mail pick up service shall coordinate with service provider. Once a schedule is agreed upon, there shall be no deviations in the routine without the department's prior consent.
4. Mail will be picked up from the Central Mail Room located at the Hidalgo County Courthouse in Edinburg **and all** of the Hidalgo County departments and programs (i.e., satellite locations, WIC Offices, Precinct Offices, CSA, and Head-Start sites, etc) requesting mailing services, **on "as needed basis"**.
5. The mail will be processed and delivered as applicable (i.e., 1<sup>st</sup> class, standard mail, 3<sup>rd</sup> Class, international, parcel post, priority mail, express mail and USPS bulk rate drop) to the post office location which is most advantageous to Hidalgo County (either the Edinburg or McAllen Post Office) on the same day the mail is picked up.
6. The awarded bidder shall submit to Hidalgo County a detailed monthly invoice of daily mailing services.
7. The awarded bidder shall sort all bar code:
  - a) All qualifying envelopes and flats, from one (1) ounce to one (1) pound;
  - b) Post Cards (at a special mailing rate of defray the bar coding cost); and
  - a) Packages exceeding one (1) pound.
  - b)

## **TERMS AND CONDITIONS**

1. The initial term of the contract shall be for the period beginning January 1, 2010 and ending on December 31, 2010 and may be extended at the sole discretion of Hidalgo County for an additional one (1) year term under the same rate, terms and conditions.
2. Hidalgo County reserves the right to extend the contract for an additional sixty (60) day grace period at the end of the contract term due to unforeseen delay in the procurement of subsequent bid process.
3. The bidder who is awarded will ensure with a **written guarantee** that **all** qualifying mail is picked up and delivered promptly on a daily, and "as needed," basis.
4. Arrangements will be made by the awarded bidder on the set daily time for mail to be picked up with each of the respective departments of Hidalgo County requesting mailing services.
5. The bidder who is awarded will ensure that all insurance documentation as per Exhibit "C" will be submitted to the Hidalgo County Purchasing Department on a timely manner.
6. Bid prices are to remain firm from BID AWARD DATE through the termination of the contract.
7. All costs and expenses associated with the preparation and submission of RFB's shall be the responsibility of the bidder and not the reimbursements for such charges or expenses shall be passed onto Hidalgo County.

### **Market Volatility and Unit Price Adjustments:**

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

- 1) **Requesting Price Adjustment:** Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.
  - A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.
  - The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
  - The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
  - No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.

- The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.
- 2) **Price Reduction:** Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.
  - 3) **Timeframe for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.
  - 4) **Allowable Review Periods:** Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

**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 the RFB's be addressed to Martha L. Salazar, CPPB, Purchasing Agent, 2812 S. Bus. Hwy. 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED**

**ALL WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMILE OR VIA E-MAIL to  yolanda.velasquez@co.hidalgo.tx.us  BY NO LATER THAN 5:00 P.M. on  Wednesday, November 04, 2009, to (956) 318-2629. Responses to said questions will be sent to all participating vendors via facsimile or e-mail by  **Friday, November 06, 2009****

**EXHIBIT "B"**  
**HIDALGO COUNTY**  
**"MAILING SERVICES"**  
**BID NO. 2009-436-11-18-YZV**

**BID SHEET**

<b>MAILING SERVICES AND BAR CODING</b>		
<b>DESCRIPTION</b>	<b>PICK UP AND DELIVERY</b>	<b>BAR CODING</b>
Price per Letter Picked Up:		
Price per Package Picked Up:		
Price per Bulk Picked Up:		
<b>Other Prices, If Applicable, See Below, (i.e., Post Cards, Federal Express, Lone Star Overnight, etc.):</b>		
Price per Post Card Picked Up:		
Price per Federal Express Picked Up:		
Price per Lone Star Overnight Picked Up:		
Price per UPS Package Picked Up:		
<p><b>NOTE: Vendor is to provide a Price Schedule to facilitate the tabulation of the bid received. The term of the contract will be effective January 1, 2010, subject to Commissioner's Court approval through December 31, 2010. Hidalgo County also reserves the option to extend the contract for an additional one (1) year renewal under the same rates/fees, terms, and conditions.</b></p> <p><b>All costs and expenses associated with the preparation and submission of (bids, proposals/and or quotes) shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.</b></p>		

Bidders Name: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip Code: \_\_\_\_\_

Phone No: \_\_\_\_\_ Fax No: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_ Email: \_\_\_\_\_

# **EXHIBIT "C"**

## **Insurance Requirements Applicable to the Acquisition of Goods and /or Services**

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

1. A Five Hundred Thousand Dollar (\$500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.
2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars (\$300,000.00) per person and Five Hundred Thousand Dollars (\$500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand (\$500,000.00) arising out of the services provided to County hereunder.
3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;
4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

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

Revised 10/01/08

<b>ACORD</b>		<b>CERTIFICATE OF INSURANCE</b>		DATE (MM/DD/YY)
PRODUCER		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.		
		<b>INSURERS AFFORDING COVERAGE</b>		
INSURED		INSURER A:		
		INSURER B:		
		INSURER C:		
		INSURER D:		
		INSURER E:		

**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THEIR TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	<b>GENERAL LIABILITY</b>				EACH OCCURRENCE \$
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire) \$
	<input type="checkbox"/> CLAIMS MADE OCCUR				MEDICAL (Any one person) \$
	<input type="checkbox"/> OWNER'S & CONT. PROT				PERSONAL & ADV INJURY \$
	<input type="checkbox"/> OWNER'S PROTECTIVE LIABILITY				ANNUAL AGGREGATE \$
	<input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PROJECT LOC				PRODUCTS - COMP/OP AGG \$
B	<b>AUTOMOBILE LIABILITY</b>				COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS				
	<input type="checkbox"/> NON-OWNED AUTOS				
	<b>GARAGE LIABILITY</b>				AUTO ONLY-EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$
					AUTO ONLY AGG \$
C	<b>EXCESS LIABILITY</b>				EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$
	<input type="checkbox"/> DEDUCTIBLE				\$
	<input type="checkbox"/> RETENTION \$				\$
D	<b>WORKERS COMPENSATION AND EMPLOYER'S LIABILITY</b>				WC STATUS: <input type="checkbox"/> OTHER TORY LIMITS
					E.L. EACH ACCIDENT \$
					E.L. DISEASE-EA EMPLOYEE \$
	<b>* OTHER</b>				E.L. DISEASE-POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
 County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER:	CANCELLATION
Hidalgo County Attn: Purchasing Department 2812 S Highway Bus. 281 Edinburg, Texas 78539		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <b>30</b> 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

# Insurance Requirement Acknowledgment

I, \_\_\_\_\_, authorized representative for \_\_\_\_\_  
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners= Court;

will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners= Court; currently carry the following:

Automobile Liability: \$\_\_\_\_\_ General Liability: \$\_\_\_\_\_

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

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Date

## **Notice to Bidder:**

A certificate of insurance for the required insurance limits shall be provided to the Purchasing

Department's Contract Managers in order to qualify for award of bid and to execute a contract

between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

**THIS FORM MUST ACCOMPANY BID PACKET**

# PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, \_\_\_\_\_, possess all of the APPLICABLE:

1. Licenses: \_\_\_\_\_
2. Bonds: \_\_\_\_\_
3. Certificates: \_\_\_\_\_
4. Permits: \_\_\_\_\_
5. Other: \_\_\_\_\_

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

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

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Company

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip

# EXHIBIT "D"

## CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).  
By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.  
A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

### OFFICE USE ONLY

Date Received

1 Name of person who has a business relationship with local governmental entity.

2  Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate )

3 Name of local government officer with whom filer has employment or business relationship.

\_\_\_\_\_  
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

Yes  No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

Yes  No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes  No

D. Describe each employment or business relationship with the local government officer named in this section.

4

\_\_\_\_\_  
Signature of person doing business with the governmental entity

\_\_\_\_\_  
Date



# HIDALGO COUNTY PURCHASING DEPARTMENT Bidder/Vendor Application

**Complete in print or type. Please return this application to the Hidalgo County Purchasing Department thru Facsimile: (956) 318-2629 or (956) 292-7612 in person or regular mail to: 2812 S. Business Hwy. 281, Edinburg, Texas 78539 or e-mail: [purchasing@co.hidalgo.tx.us](mailto:purchasing@co.hidalgo.tx.us)**

Company Name:	Telephone No. (    )
dba Name:	
Legal Name:	
Mailing Address :	Fax No. (    )
Physical Address:	
City, State, Zip	Tax I.D. No.
Remit to Address :	City, State, Zip
E-Mail Address:	
Representative(s) Name(s) & Title(s)	
Type of Organization (check one): <input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Non-Profit <input type="checkbox"/> LLC <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Other, Specify	
State Identification No. _____ (Please attached completed W-9 form with this application)	
Federal Identification No. or (if individual) SS No.	
State of Incorporation: _____ Date: _____ Other: _____	
Type of Business (check one): <input type="checkbox"/> Manufacturer <input type="checkbox"/> Wholesaler <input type="checkbox"/> Retailer <input type="checkbox"/> Broker <input type="checkbox"/> Distributor <input type="checkbox"/> Service Organization <input type="checkbox"/> Other, Specify	
Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:	
Small and/or Disadvantaged Business Information (check application criteria)	
Small Business: _____ Disadvantaged Business (At Least 51% Ownership)	
<input type="checkbox"/> Less than 125,000 annual gross receipt	<input type="checkbox"/> Black American
<input type="checkbox"/> Less than 250,000 annual gross receipt	<input type="checkbox"/> Hispanic American
<input type="checkbox"/> Less than 499,000 annual gross receipt	<input type="checkbox"/> Asian Pacific American
<input type="checkbox"/> More than 500,000 annual gross receipt	<input type="checkbox"/> Native American
	<input type="checkbox"/> Women
	<input type="checkbox"/> Other
Have you been certified as a HUB or an MBE/WBE source? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Indicate Certification No.(s): _____ or are Certificate(s) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No	
What type of product(s) is/are solicited by your company?:	
Would you like to be provided with specifications for procurements of such products? <input type="checkbox"/> Yes <input type="checkbox"/> No	
To Be Completed by the County: Rec'd by (Purchasing): _____ Date Rec'd by (Purchasing): _____	
Date Forwarded Information to Auditor's Office: _____ Entry Date: _____ Vendor No.: _____	

**HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION**

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

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

If yes, by whom?:  Texas Building & Procurement Commission  Other

Indicate Certification No(s).: \_\_\_\_\_ or Are Certificate(s) Attached?:  Yes  No

**LIST OF CERTIFIED HUB SUBCONTRACTORS**

(Attach additional pages if necessary)

What percentage of the Bid, RFP, or RFQ is to be subcontracted with Certified HUB sources?:  
%

(List HUB Subcontractor information below).

---

HUB Subcontractor Name: \_\_\_\_\_ HUB Status:  
Certifying Agency (Check all applicable):  Texas Building & Procurement Commission   
Other  
Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_ Phone No.: ( )  
Subcontract Amount: \$ \_\_\_\_\_ Description of Work to be Performed:

---

HUB Subcontractor Name: \_\_\_\_\_ HUB Status:  
Certifying Agency (Check all applicable):  Texas Building & Procurement Commission   
Other  
Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_ Phone No.: ( )  
Subcontract Amount: \$ \_\_\_\_\_ Description of Work to be Performed:

---

HUB Subcontractor Name: \_\_\_\_\_ HUB Status:  
Certifying Agency (Check all applicable):  Texas Building & Procurement Commission   
Other  
Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_ Phone No.: ( )  
Subcontract Amount: \$ \_\_\_\_\_ Description of Work to be Performed:

---

## Request for Taxpayer Identification Number and Certification

Give form to the  
requester. Do not  
send to the IRS.

Print or type  
See Specific instructions on page 2.

Name (as shown on your income tax return)	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶ .....	
<input type="checkbox"/> Exempt from backup withholding	
Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code	
List account number(s) here (optional)	

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number									
or									
Employer identification number									

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

### Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

**U.S. person.** Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules regarding partnerships* on page 1.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

**Sole proprietor.** Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

**Limited liability company (LLC).** If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

**Other entities.** Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

**Note.** You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

### Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

**Note.** If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

**Exempt payees.** Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
  2. The United States or any of its agencies or instrumentalities,
  3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
  4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
  5. An international organization or any of its agencies or instrumentalities.
- Other payees that may be exempt from backup withholding include:
6. A corporation,
  7. A foreign central bank of issue,
  8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
  9. A futures commission merchant registered with the Commodity Futures Trading Commission,
  10. A real estate investment trust,
  11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
  12. A common trust fund operated by a bank under section 584(a),
  13. A financial institution,
  14. A middleman known in the investment community as a nominee or custodian, or
  15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt recipients 1 through 7 <sup>2</sup>

<sup>1</sup>See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup>However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a federal executive agency.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at [www.socialsecurity.gov](http://www.socialsecurity.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses](http://www.irs.gov/businesses) and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting [www.irs.gov](http://www.irs.gov) or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

**Signature requirements.** Complete the certification as indicated in 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

## What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
5. Sole proprietorship or single-owner LLC	The owner <sup>3</sup>
For this type of account:	Give name and EIN of:
6. Sole proprietorship or single-owner LLC	The owner <sup>3</sup>
7. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules regarding partnerships* on page 1.

**Note.** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

**Certification  
Regarding Debarment, Suspension and Ineligibility**

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;
- b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and
- d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Date: \_\_\_\_\_

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

**EXHIBIT "B"**  
**VENDOR'S BID**

**EXHIBIT "B"**  
**HIDALGO COUNTY**  
**"MAILING SERVICES"**  
**BID NO. 2009-436-11-18-YZV**

**OPENED**

9:50am

11-18-09

**Witnessed**

*Handwritten mark*

**BID SHEET**

MAILING SERVICES AND BAR CODING		
DESCRIPTION	PICK UP AND DELIVERY	BAR CODING
Price per Letter Picked Up:	- 0 -	\$ 0.06
Price per Package Picked Up:	- 0 -	\$ 0.06
Price per Bulk Picked Up:	- 0 -	\$ 0.06
<b>Other Prices, If Applicable, See Below, (i.e., Post Cards, Federal Express, Lone Star Overnight, etc.):</b>		
Price per Post Card Picked Up:	- 0 -	\$ 0.05
Price per Federal Express Picked Up:	- 0 -	- 0 -
Price per Lone Star Overnight Picked Up:	- 0 -	- 0 -
Price per UPS Package Picked Up:	- 0 -	- 0 -
<p><b>NOTE: Vendor is to provide a Price Schedule to facilitate the tabulation of the bid received. The term of the contract will be effective January 1, 2010, subject to Commissioner's Court approval through December 31, 2010. Hidalgo County also reserves the option to extend the contract for an additional one (1) year renewal under the same rates/fees, terms, and conditions.</b></p> <p><b>All costs and expenses associated with the preparation and submission of (bids, proposals/and or quotes) shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.</b></p>		

Bidders Name: Upper Valley Mail Services LLP  
 Address: 1418 Beech Ave Ste 109, McAllen, TX, 78501  
 City/State/Zip Code: McAllen TX 78501  
 Phone No: 956-668-7678 Fax No: 956-630-0825

Authorized Signature: *Patrick Hettler*  
 Printed Name: Patrick Hettler Date: 11/10/2009  
 Title: Co-owner Email: postman217@aol.com

EXHIBIT "C"  
INSURANCE REQUIREMENTS

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/07/09

<b>PRODUCER</b> Willis of Texas, Inc. (956)682-9423 FAX(956)687-1286 1400 N McColl Rd Suite 105 McAllen, TX 78501	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	<b>INSURERS AFFORDING COVERAGE</b>	<b>NAIC #</b>
<b>INSURED</b> Upper Valley Mail Services LLP 105 E Upas 1418 Beech suite 109 (Business Address) McAllen, TX 78501	INSURER A: <b>American Economy Insurance Company</b>	<b>19690</b>
	INSURER B: <b>Hartford Underwriters Ins Co</b>	<b>30104</b>
	INSURER C: <b>Safeco Insurance Company</b>	<b>24740</b>
	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 ADD'L LTR	INSRC	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	25CC2673021	02/22/09	02/22/10	EACH OCCURRENCE	\$1,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$1,000,000 PRODUCTS - COMP/OP AGG \$1,000,000	
C		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	01CM19033610	02/22/09	02/22/10	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$	
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY EA ACC \$ AGG \$ EACH OCCURRENCE \$ AGGREGATE \$ \$ \$	
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	65WECGE8018	07/19/09	07/19/10	WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/>	
						E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

<b>CERTIFICATE HOLDER</b>  County of Hidalgo Purchasing Dept 100 E Cano 4th Floor Adm Bldg Edinburg, TX 78539	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>10</u> 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 <i>Brian E Lewis</i>
---	--

20.D.1.

**AI-19088**  
**Award of Countywide Mailing Services**  
**CC REGULAR**

**Date:** 12/22/2009  
**Submitted By:** Yolanda Velasquez, PURCHASING DEPT.  
**Department:** PURCHASING DEPT.

**Agenda Category:** Purchasing Department

**Purchasing only:** IT Department

**Information**

**CAPTION**

Presentation of sole bidder received from Upper Mail Services, LLP (meeting all specifications and/or requirements as attached hereto) for the purpose of award and approval of contract for: "Countywide Mailing Services for Hidalgo County" Project No. 2009-436-11-18-YZV

**BACKGROUND**

1. Current Contract Expires December 31, 2009
2. Recommended vendor: Upper Valley Mail Services, LLP
3. Contract document has been reviewed and approved as to form by legal counsel

**Fiscal Impact**

**FISCAL YEAR:** 2010  
**FUNDS AVAILABLE Y/N?:** Y

**ACCT. #:** 0-1100-419-60-115-026-0-350  
**MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

\$40,000.00 available funding as of 12/17/09. Contract effective January 01, 2010.

**Attachments**

- Link: [Contract Document apprvd by legal counsel](#)  
 Link: [Email-legal counsels approval](#)  
 Link: [Bid Tab](#)  
 Link: [Participation Log](#)

**Form Routing/Status**

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	12/18/2009 12:12 PM	APRV
2	Budget & Management	Erika Zamora	12/18/2009 01:26 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	12/18/2009 04:41 PM	APRV
4	Auditor's Office		12/18/2009 05:08 PM	NEW
Form Started By: Yolanda Velasquez			Started On: 12/18/2009 08:17 AM	
Final Approval Date: 12/18/2009				



PURCHASING DEPARTMENT  
County Of Hidalgo

December 21, 2010

Patrick Hettler, Co-Owner (or)  
James Duncan, Co-Owner  
**Upper Valley Mail Services, LLP**  
1418 Beech Avenue, Suite 109  
McAllen, Texas

via email [postman217@aol.com](mailto:postman217@aol.com)  
via certified mail # 7099 3220 0002 9744 6659  
via facsimile (956) 630-0825

Re: **Extension/Renewal of Contract No. C-09-436-12-22-"Countywide Mailing Services" for Hidalgo County**

Dear Gentlemen:

Commissioners' Court will take applicable action on (Tuesday, December 30, 2010) in connection with the Hidalgo County's option to extend/renew the additional one (1) year term as provided in the current agreement (under the same rates, terms and conditions). **Effective date of renew/extension is of January 1, 2011.**

Please acknowledge receipt of this notice of extension by signing below and returning to the Purchasing Department by no later than, Tuesday, December 21, 2010, 5:00 p.m., via facsimile to (956) 956-318-2629.

By: James Duncan

Date: 21 December 2010

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 318-2626. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,

Leticia H. Saenz  
Leticia H. Saenz, CPPB/Contracts Manager  
Hidalgo County Purchasing Department

xc: file

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

**Request Approval of Payment #19 for VA Architecture #09-037-01-13  
CC CONSENT**

Date: 12/30/2010  
Submitted By: Yolanda Cisneros, COMM. PCT. #2  
Submitted For: Yolanda Cisneros  
Department: COMM. PCT. #2  
Agenda Category: Purchasing Department

Information

CAPTION

Pct. #2:  
Approval of Request for Payment No. 19 (A-E) "New Administration Offices for Hidalgo county Pct.2 and Other County Offices", from V-A Architecture, Contract No C-09-037-01-13 after Auditor's review and processing procedures completed and authority for County Treasurer to issue payment/check:

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1334-431-00-122-021-0-720  
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:  
BUDGETARY IMPACT:  
(A) Pct.#2 Administration  
PO #617618 available balance is \$1,223.04

FISCAL YEAR: 2010 ACCT. #: 0-1334-441-00-122-041-0-720  
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:  
BUDGETARY IMPACT:  
(B) Health Clinic  
PO #622522 available balance \$1,990.70

FISCAL YEAR: 2010 ACCT. #: 0-1334-441-00-122-041-0-720  
FUNDS AVAILABLE Y/N?: y MATCHING FUNDS Y/N?:  
BUDGETARY IMPACT:  
(C) WIC Clinic  
PO #622523 available balance \$471.63

FISCAL YEAR: 2010 ACCT. #: 0-1334-415-15-122-042-0-720  
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:  
BUDGETARY IMPACT:

(D) Tax Assessor Office  
PO #622524 available balance \$1,329.12

FISCAL YEAR: 2010 ACCT. #: 0-1336-412-00-122-043-0-720  
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:  
(E) JP's / Constables Office  
PO #622525 available balance \$1,697.50

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Attachments

Link: [revised pymt 19](#)

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Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	12/22/2010 11:31 AM	APRV
2	Budget & Management	Erika Zamora	12/22/2010 11:35 AM	APRV
3	Roland Garcia	Rolando Garcia	12/22/2010 04:40 PM	APRV
4	Auditor's Office		12/27/2010 08:23 AM	NEW

Form Started By: Yolanda Cisneros

Started On: 12/22/2010 07:58 AM

Final Approval Date: 12/27/2010

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**B.**  
**Review and Approval by Hidalgo County Precinct 2**  
**of Architect's Request for Payment**

Project	<b>New Administration Offices for Hidalgo County Pct. 2 and Other County Offices</b>
Contract #	09-037-01-13
Requests for Payment:	#19 (A-E) (Revised)
In the total Amount of:	\$9,018.58
A. New Pct. 2 Administration PO# 617618 (\$2,021.92)	
B. Health Clinic PO# 622522 \$15,227.02	
C. WIC Clinic PO# 622523 \$3,607.50	
D. Tax Assessor Office PO# 622524 (\$7,172.50)	
E. Justice of the Peace Office PO# 622525 (-621.52)	
Submitted by:	V·A Architecture
For Period to:	11/30/10

Reviewed and Approved by:

\_\_\_\_\_  
Héctor "Tito" Palacios, Commissioner  
Hidalgo County Pct. 2

Date: **INVOICE RECEIVED BY:**  
*Jeanette Gallo* ON 12/28/10  
**GOODS/SERVICES RECEIVED BY:**  
*Hector Palacios* ON 11/30/10

\_\_\_\_\_

# V·A Architecture

REQUEST FOR PAYMENT NO: **Nineteen (19) - A (Revised)**

Project Name: **New Pct. 2 Administration Office & Other County Offices: Pct. 2 Offices for Hidalgo County, Pharr, Texas** No. 08-1016  
 Architectural Firm: **V-A Architecture** Contract No 09-037-01-13  
 Address: **2029 Industrial Drive** P.O. # 617618  
 City/State: **McAllen, Texas 78504**

<b>TOTAL PROJECT COST</b>	<b>\$1,116,903.52</b>	<b>13a Arch % Rate:</b>	<b>6.5% *\$</b>	<b>\$72,598.73</b>
<b>+ Change Order #1</b>	<b>\$11,430.75</b>	<b>Arch % Rate:</b>	<b>6.5% *\$</b>	<b>\$743.00</b>
<b>+ *First Bidding Phase - 09/02/09</b>				<b>\$2,889.02</b>
			<b>Max. Contract Amt.</b>	<b>\$76,230.75</b>

Scope of Services		Estimated Budget	% Completed To Date	Total Due	Less Prev. Payments	Amount Due This Request
Schematic Design A/E Fee	15%	\$ 11,001.26	100%	\$ 11,001.26	\$ 11,466.00	\$ (464.74)
Design Development A/E Fee	20%	\$ 14,668.35	100%	\$ 14,668.35	\$ 15,288.00	\$ (619.65)
Constr. Doc. Phase A/E Fee	40%	\$ 29,336.69	100%	\$ 29,336.69	\$ 30,576.00	\$ (1,239.31)
Bidding Phase 09/02/09 5% of \$888,929.87 *		\$ 2,889.02 ^	100%	\$ 2,889.02	\$ 2,889.02	\$ 0.00
Bidding Phase 10/28/09 A/E Fee	5%	\$ 3,667.09	100%	\$ 3,667.09	\$ 3,822.00	\$ (154.91)
Construction Adm. A/E Fee	20%	\$ 14,668.35	99%	\$ 14,521.66	\$ 14,064.96	\$ 456.70
Reimbursables		\$ 3,769.61		\$ 3,769.61	\$ 3,769.61	\$ 0.00
<b>TOTALS</b>		<b>\$ 80,000.36</b>		<b>\$ 79,853.68</b>	<b>\$ 81,875.59</b>	<b>\$ (2,021.92)</b>
<b>Total Amount This Request</b>						<b>\$ (2,021.92)</b>

\*This Project went through the Bidding Phase twice; therefore, the first Bidding Phase is being billed using the Lowest Responsive received on 9/2/09  
 $\$888,929.87 \times \text{Arch \% Rate of } 6.5\% = \$57,780.44 \times \text{Bidding Phase of } 5.0\% = \$2,889.02$

	Total Cost	Total SF	Cost/SF	SF for this bldg	
Base Bid for Pct. 2 Offices					\$697,000.00
Alt. #1 Exterior Outdoor Solar Lighting	\$218,000.00 <b>6b</b>	35,691	\$6.107982	5,856	\$35,768.34
Alt #2 Grid-Tie Wind Turbine Generator Sy	\$92,000.00 <b>6c</b>	35,691	\$2.577681	5,856	\$15,094.90
Alt #3 Grid-Tie Photovoltaic & Inverter Sys	\$220,000.00 <b>6d</b>	35,691	\$6.164019	5,856	\$36,096.50
Alt #4 Insulated Concrete Forms	\$66,000.00 <b>6e</b>	35,691	\$1.849206	5,856	\$10,828.95
Sitework	\$573,769.30 <b>2.5</b>	35,691	\$16.076022	5,856	\$94,141.18
Lowest Responsive Bid Received on 9/2/09 for Pct. 2 Offices					<u>\$888,929.87</u>

I certify that the above is true and correct to the best of my knowledge.

VA Architecture  
 Architect

December 14, 2010

  
 Reynaldo Vargas, A.I.A.

**ANY AND ALL QUESTIONS PERTAINING TO THIS INVOICE SHALL BE ADDRESSED ONLY TO SONIA INFANTE AT 956-631-2242**

*Please make checks payable to: Reynaldo Vargas, Architect, Inc*

Vargas & Associates  
 2029 Industrial Drive  
 McAllen, Texas 78504  
 (956) 631-2242

# V·A Architecture

REQUEST FOR PAYMENT NO: **Nineteen (19) - B**

Project Name: **New Pct. 2 Administration Office & Other County Offices: Health Clinic for Hidalgo County, Pharr, Texas** No. 08-1016  
 Architectural Firm: **V-A Architecture** Contract No 09-037-01-13  
 Address: **2029 Industrial Drive** P.O. # 622522  
 City/State: **McAllen, Texas 78504**

<b>TOTAL PROJECT COST</b>	<b>\$1,378,619.88</b>	<b>Arch % Rate:</b>	<b>6.5% *\$</b>	<b>\$89,610.29</b>
<b>+ Change Order #1</b>	<b>\$5,715.38</b>	<b>Arch % Rate:</b>	<b>6.5% *\$</b>	<b>\$371.50</b>
<b>+ *First Bidding Phase - 09/02/09</b>				<b>\$4,967.63</b>
			<b>Max. Contract Amt.</b>	<b>\$94,949.42</b>

Scope of Services	Estimated Budget <sup>13b</sup>	% Completed To Date	Total Due	Less Prev. Payments	Amount Due This Request
Schematic Design A/E Fee 15%	\$ 13,497.27	100%	\$ 13,497.27	\$ \$11,484.83	\$ 2,012.44
Design Development A/E Fee 20%	\$ 17,996.36	100%	\$ 17,996.36	\$ \$15,313.10	\$ 2,683.26
Constr. Doc. Phase A/E Fee 40%	\$ 35,992.72	100%	\$ 35,992.72	\$ \$30,626.20	\$ 5,366.51
Bidding Phase 09/02/09 5% of \$1,528,501.52 *	\$ 4,967.63 ^	100%	\$ 4,967.63	\$ \$4,967.63	\$ 0.00
Bidding Phase 10/28/09 A/E Fee 5%	\$ 4,499.09	100%	\$ 4,499.09	\$ \$3,828.28	\$ 670.81
Construction Adm. A/E Fee 20%	\$ 17,996.36	99%	\$ 17,816.39	\$ \$13,322.40	\$ 4,494.00
Reimbursables	\$ 3,769.61		\$ 3,769.61	\$ \$3,769.61	\$ 0.00
<b>TOTALS</b>	<b>\$ 98,719.03</b>		<b>\$ 98,539.07</b>	<b>\$ \$83,312.05</b>	<b>\$ 15,227.02</b>
			<b>Total Amount This Request</b>		<b>\$ 15,227.02</b>


\*This Project went through the Bidding Phase twice; therefore, the first Bidding Phase is being billed using the Lowest Responsive received on 9/2/09  
 $\$1,528,501.52 \times \text{Arch \% Rate of } 6.5\% = \$99,352.60 \times \text{Bidding Phase of } 5.0\% = \$4,967.63$  ^

	Total Cost	Total SF	Cost/SF	SF for this bldg	
Base Bid for Health Clinic	\$1,405,000.00 <sup>7b</sup>	14,817	\$94.823514	11,979	\$1,135,890.87 <sup>⊠</sup>
Alt. #1 Exterior Outdoor Solar Lighting	\$218,000.00 <sup>6b</sup>	35,691	\$6.107982	11,979	\$73,167.52
Alt.#2 Grid-Tie Wind Turbine Generator Sys.	\$92,000.00 <sup>6c</sup>	35,691	\$2.577681	11,979	\$30,878.04
Alt.#3 Grid-Tie Photovoltaic & Inverter Sys	\$220,000.00 <sup>6d</sup>	35,691	\$6.164019	11,979	\$73,838.78
Alt.#4 Insulated Concrete Forms	\$66,000.00 <sup>6e</sup>	35,691	\$1.849206	11,979	\$22,151.64
Sitework	\$573,769.30 <sup>2.5</sup>	35,691	\$16.076022	11,979	\$192,574.67
Lowest Responsive Bid Received on 9/2/09 for Health Clinic					<b>\$1,528,501.52 *</b>

⊠ The cost of \$1,405,000.00 and the total sq refers to both the Health Clinic and WIC; 11,979 sf is portion for Clinic only

I certify that the above is true and correct to the best of my knowledge.  
 VA Architecture  
 Architect

December 14, 2010  
 Date

  
 Reynaldo Vargas, A.I.A.

**ANY AND ALL QUESTIONS PERTAINING TO THIS INVOICE  
 SHALL BE ADDRESSED ONLY TO SONIA INFANTE AT 956-631-2242**

*Please make checks payable to: Reynaldo Vargas, Architect, Inc.* Vargas & Associates  
 2029 Industrial Drive  
 McAllen, Texas 78504  
 (956) 631-2242

# V·A Architecture

REQUEST FOR PAYMENT NO: **Nineteen (19) - C**

Project Name: **New Pct. 2 Administration Office & Other County Offices: WIC for Hidalgo County, Pharr, Texas**

Architertural Firm: **V-A Architecture**

Address: **2029 Industrial Drive**

City/State: **McAllen, Texas 78504**

No. 08-1016  
Contract No 09-037-01-13  
P.O. # 622522

<b>TOTAL PROJECT COST</b>	<b>\$322,253.87</b>	<b>Arch % Rate:</b>	<b>6.5%</b>	<b>*\$</b>	<b>\$20,946.50</b>
<b>+ Change Order #1</b>	<b>\$5,715.37</b>	<b>Arch % Rate:</b>	<b>6.5%</b>	<b>*\$</b>	<b>\$371.50</b>
+ *First Bidding Phase - 09/02/09					<b>\$1,176.90</b>
					<b>Max. Contract Amt \$22,494.90</b>
Scope of Services	Estimated Budget	% Completed To Date	Total Due	Less Prev. Payments	Amount Due This Request
Schematic Design					
A/E Fee 15%	\$ 3,197.70	100%	\$ 3,197.70	\$ 2,720.92	\$ 476.78
Design Development					
A/E Fee 20%	\$ 4,263.60	100%	\$ 4,263.60	\$ 3,627.90	\$ 635.70
Constr. Doc. Phase					
A/E Fee 40%	\$ 8,527.20	100%	\$ 8,527.20	\$ 7,255.80	\$ 1,271.41
Bidding Phase 09/02/09					
5% of \$362,124.33 *	\$ 1,176.90 ^	100%	\$ 1,176.90	\$ 1,176.90	\$ 0.00
Bidding Phase 10/28/09					
A/E Fee 5%	\$ 1,065.90	100%	\$ 1,065.90	\$ 906.97	\$ 158.93
Construction Adm.					
A/E Fee 20%	\$ 4,263.60	99%	\$ 4,220.96	\$ 3,156.27	\$ 1,064.69
Reimbursables	\$ 3,769.61	0%	\$ 3,769.61	\$ 3,769.61	\$ 0.00
<b>TOTALS</b>	<b>\$ 26,264.51</b>		<b>\$ 26,221.87</b>	<b>\$ 22,614.38</b>	<b>\$ 3,607.50</b>
<b>Total Amount This Request</b>					<b>\$ 3,607.50</b>

\*This Project went through the Bidding Phase twice; therefore, the first Bidding Phase is being billed using the Lowest Responsive received on 9/2/09

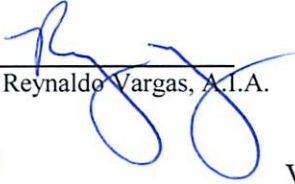
$$\$362,124.33 \times \text{Arch \% Rate of } **** = \$23,538.08 \times \text{Bidding Phase of } 5.0\% = \$1,176.90 \wedge$$

	Total Cost	Total SF	Cost/SF	SF for this bldg	
BAs Bid for WIC	\$1,405,000.00 <sup>7b</sup>	14,817	\$94.823514	2,838	\$269,109.13 ☒
Alt. #1 Exterior Outdoor Solar Lighting	\$218,000.00 <sup>6b</sup>	35,691	\$6.107982	2,838	\$17,334.45
Alt.#2 Grid-Tie Wind Turbine Generator Sys.	\$92,000.00 <sup>6c</sup>	35,691	\$2.577681	2,838	\$7,315.46
Alt.#3 Grid-Tie Photovoltaic & Inverter Sys	\$220,000.00 <sup>6d</sup>	35,691	\$6.164019	2,838	\$17,493.49
Alt.#4 Insulated Concrete Forms	\$66,000.00 <sup>6e</sup>	35,691	\$1.849206	2,838	\$5,248.05
Sitework	\$573,769.30 <sup>2.5</sup>	35,691	\$16.076022	2,838	\$45,623.75
Lowest Responsive Bid Received on 9/2/09 for WIC					<b>\$362,124.33 *</b>

☒ The cost of \$1,405,000.00 and the total sq refers to both the Health Clinic and WIC; 2,838 sf is portion for WIC only

I certify that the above is true and correct to the best of my knowledge.

VA Architecture December 14, 2010  
Architect Date

  
Reynaldo Vargas, A.I.A.

**ANY AND ALL QUESTIONS PERTAINING TO THIS INVOICE SHALL BE ADDRESSED ONLY TO SONIA INFANTE AT 956-631-2242**

*Please make checks payable to: Reynaldo Vargas, Architect, Inc.*

Vargas & Associates  
2029 Industrial Drive  
McAllen, Texas 78504  
(956) 631-2242

# V·A Architecture

0.01

**REQUEST FOR PAYMENT NO:** Nineteen (19) - D

Project Name: New Pct. 2 Administration Office & Other County Offices:Tax Office No. 08-1016  
for Hidalgo County, Pharr, Texas

Architeturual Firm: V-A Architecture Contract No 09-037-01-13

Address: 2029 Industrial Drive P.O. # 622522

City/State McAllen, Texas 78504

<b>TOTAL PROJECT COST</b>	<b>\$995,789.55</b>	<b>13c Arch % Rate:</b>	<b>6.5% *\$</b>	<b>\$64,726.32</b>
<b>+ Change Order #1</b>	<b>\$11,430.75</b>	<b>Arch % Rate:</b>	<b>6.5% *\$</b>	<b>\$743.00</b>
<b>+ *First Bidding Phase - 09/02/09</b>				<b>\$2,644.55</b>
			<b>Max. Contract Amt.</b>	<b>\$68,113.87</b>
<b>Scope of Services</b>	<b>Estimated Budget</b>	<b>% Completed To Date</b>	<b>Total Due</b>	<b>Less Prev. Payments</b>
Schematic Design				
A/E Fee 15%	\$ 9,820.40	100%	\$ 9,820.40	\$ 11,076.00
				\$ <b>(\$1,255.60)</b>
Design Development				
A/E Fee 20%	\$ 13,093.86	100%	\$ 13,093.86	\$ 14,768.00
				\$ <b>(\$1,674.14)</b>
Constr. Doc. Phase				
A/E Fee 40%	\$ 26,187.73	100%	\$ 26,187.73	\$ 29,536.00
				\$ <b>(\$3,348.27)</b>
Bidding Phase 09/02/09				
5% of \$813,708.48 *	\$ 2,644.55 ^	100%	\$ 2,644.55	\$ 2,644.55
				\$ 0.00
Bidding Phase 10/28/09				
A/E Fee 5%	\$ 3,273.47	100%	\$ 3,273.47	\$ 3,692.00
				\$ <b>(\$418.53)</b>
Construction Adm.				
A/E Fee 20%	\$ 13,093.86	99%	\$ 12,962.93	\$ 13,438.88
				\$ <b>(\$475.95)</b>
Reimbursables	\$ 3,769.61		\$ 3,769.61	\$ 3,769.61
				\$ 0.00
<b>TOTALS</b>	<b>\$ 71,883.48</b>		<b>\$ 71,752.54</b>	<b>\$ 78,925.04</b>
			<b>Total Amount This Request</b>	<b>\$ <b>(\$7,172.50)</b></b>

\*This Project went through the Bidding Phase twice; therefore, the first Bidding Phase is being billed using the Lowest Responsive received on 9/2/09

\$813,708.48 x Arch % Rate of 6.5% = \$52,891.05 x Bidding Phase of 5.0% = \$2,644.55 ^

	Total Cost	Total SF	Cost/SF	SF for this bldg	
Base Bid for Tax Office					\$644,000.00 7c
Alt. #1 Exterior Outdoor Solar Lighting	\$218,000.00 6b	35,691	\$6.107982	5,178	\$31,627.13
Alt.#2 Grid-Tie Wind Turbine Generator Sys.	\$92,000.00 6c	35,691	\$2.577681	5,178	\$13,347.23
Alt.#3 Grid-Tie Photovoltaic & Inverter Sys	\$220,000.00 6d	35,691	\$6.164019	5,178	\$31,917.29
Alt.#4 Insulated Concrete Forms	\$66,000.00 6e	35,691	\$1.849206	5,178	\$9,575.19
Sitework	\$573,769.30 2.5	35,691	\$16.076022	5,178	\$83,241.64
Lowest Responsive Bid Received on 9/2/09 for Tax Office					\$813,708.48 *

I certify that the above is true and correct to the best of my knowledge.

VA Architecture December 14, 2010  
Architect Date

  
Reynaldo Vargas, A.I.A.

**ANY AND ALL QUESTIONS PERTAINING TO THIS INVOICE SHALL BE ADDRESSED ONLY TO SONIA INFANTE AT 956-631-2242**

Vargas & Associates  
2029 Industrial Drive  
McAllen, Texas 78504  
(956) 631-2242

# V.A Architecture

REQUEST FOR PAYMENT NO: **Nineteen (19) - E**

Project Name: **New Pct. 2 Administration Office & Other County Offices: Justice of the Peace Office for Hidalgo County, Pharr, Texas** No. 08-1016  
 Architectural Firm: **V-A Architecture** Contract No 09-037-01-13  
 Address: **2029 Industrial Drive** P.O. # 622522  
 City/State: **McAllen, Texas 78504**

<b>TOTAL PROJECT COST</b>	<b>\$1,261,433.18</b> <sup>13d</sup>	<b>Arch % Rate:</b>	<b>6.5% *\$</b>	<b>\$81,993.16</b>
<b>+ Change Order #1</b>	<b>\$11,430.75</b>	<b>Arch % Rate:</b>	<b>6.5% *\$</b>	<b>\$743.00</b>
<b>+ *First Bidding Phase - 09/02/09</b>				<b>\$4,785.64</b>
			<b>Max. Contract Amt</b>	<b>\$87,521.80</b>

Scope of Services	Estimated Budget	% Completed To Date	Total Due	Less Prev. Payments	Amount Due This Request
Schematic Design A/E Fee 15%	\$ 12,410.42	100%	\$ 12,410.42	\$ 12,733.50	\$ (323.08)
Design Development A/E Fee 20%	\$ 16,547.23	100%	\$ 16,547.23	\$ 16,978.00	\$ (430.77)
Constr. Doc. Phase A/E Fee 40%	\$ 33,094.46	100%	\$ 33,094.46	\$ 33,956.00	\$ (861.54)
Bidding Phase 09/02/09 5% of \$1,472,505.12 *	\$ 4,785.64 ^	100%	\$ 4,785.64	\$ 4,785.64	\$ 0.00
Bidding Phase 10/28/09 A/E Fee 5%	\$ 4,136.81	100%	\$ 4,136.81	\$ 4,244.50	\$ (107.69)
Construction Adm. A/E Fee 20%	\$ 16,547.23	99%	\$ 16,381.76	\$ 15,280.20	\$ 1,101.56
Reimbursables	\$ 3,769.61		\$ 3,769.61	\$ 3,769.61	\$ 0.00
<b>TOTALS</b>	<b>\$ 91,291.41</b>		<b>\$ 91,125.93</b>	<b>\$ 91,747.45</b>	<b>\$ (621.52)</b>
			<b>Total Amount This Request</b>		<b>\$ (621.52)</b>


\*This Project went through the Bidding Phase twice; therefore, the first Bidding Phase is being billed using the Lowest Responsive received on 9/2/09

$$\$1,472,505.12 \times \text{Arch \% Rate of } **** = \$95,712.83 \times \text{Bidding Phase of } 5.0\% = \$4,785.64 ^\wedge$$

	Total Cost	Total SF	Cost/SF	SF for this bldg	
Base Bid for JOP Offices					\$1,150,000.00 <sup>7d</sup>
Alt.#1 Exterior Outdoor Solar Lighting	\$218,000.00 <sup>6b</sup>	35,691	\$6.107982	9,840	\$60,102.54
Alt.#2 Grid-Tie Wind Turbine Generator Sys.	\$92,000.00 <sup>6c</sup>	35,691	\$2.577681	9,840	\$25,364.38
Alt.#3 Grid-Tie Photovoltaic & Inverter Sys	\$220,000.00 <sup>6d</sup>	35,691	\$6.164019	9,840	\$60,653.95
Alt.#4 Insulated Concrete Forms	\$66,000.00 <sup>6e</sup>	35,691	\$1.849206	9,840	\$18,196.19
Sitework	\$573,769.30 <sup>2.5</sup>	35,691	\$16.076022	9,840	\$158,188.06
Lowest Responsive Bid Received on 9/2/09 for JOP Offices					\$1,472,505.12 *

I certify that the above is true and correct to the best of my knowledge.

VA Architecture December 14, 2010  
 Architect Date

  
 Reynaldo Vargas, A.I.A.

ANY AND ALL QUESTIONS PERTAINING TO THIS INVOICE SHALL BE ADDRESSED ONLY TO SONIA INFANTE AT 956-631-2242

Vargas & Associates  
 2029 Industrial Drive  
 McAllen, Texas 78504

Please make checks payable to: Reynaldo Vargas, Architect, Inc. (956) 631-2242

**AI-24529**

**8.D.**

**Request Approval on R. Gutierrez Engineering Invoices for El Gato Road & Rodriguez Street Projects**

**CC CONSENT**

Date: 12/30/2010  
Submitted By: Yolanda Cisneros, COMM. PCT. #2  
Submitted For: Yolanda Cisneros  
Department: COMM. PCT. #2  
Agenda Category: Purchasing Department

Information

CAPTION

Pct.#2:

Acceptance and approval to pay R. Gutierrez Engineering Corporation on the following:

Inv.#	Date	Amount	PO#	Description
2909	12/07/2010	\$12,000.00	647914	El Gato Road Part I (Alamo Rd-Alamo City Limits)
2910	12/07/2010	\$12,000.00	647914	El Gato Road Part II (Alamo City Limits-Tower Rd)
2911	12/09/2010	\$15,400.00	648009	Rodriguez Street (El Charro)

with authority for County Treasurer to issue payment after review, audit and processing procedures are completed by County Auditor.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1200-431-00-122-051-0-841  
 FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:  
 BUDGETARY IMPACT:  
 Available balance on PO#647914 \$14,066.00.

FISCAL YEAR: 2010 ACCT. #: 0-1200-431-00-122-051-0-711  
 FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:  
 BUDGETARY IMPACT:  
 Available balance on PO #647914 \$9,000.00 (PO increase @ Purchasing Dept.)

FISCAL YEAR: 2010 ACCT. #: 0-1200-431-00-122-006-0-711  
 FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:  
 BUDGETARY IMPACT:  
 Available balance on PO#648009 \$17,600.00 as of 12/21/2010

Attachments

Link: [Inv. #2909 & 2910](#)

Link: [Inv. #2911](#)

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### Form Routing/Status

<b>Route Seq</b>	<b>Inbox</b>	<b>Approved By</b>	<b>Date</b>	<b>Status</b>
1	Purchasing Department	Marty Salazar	12/21/2010 03:49 PM	APRV
2	Budget & Management	Angela Garcia	12/21/2010 04:17 PM	APRV
3	Roland Garcia	Rolando Garcia	12/22/2010 03:21 PM	APRV
4	Auditor's Office	Linda Fong	12/22/2010 03:52 PM	APRV

Form Started By: Yolanda Cisneros

Started On: 12/20/2010 04:09  
PM

Final Approval Date: 12/22/2010

---

# R. Gutierrez Engineering Corporation

130 E. Park  
Pharr, TX 78577

Invoice Number: 2909  
Tuesday, December 07, 2010

## Invoice

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

### **Project: ENG09.022a El Gato Road Alamo Rd - Tower Rd**

Project Manager: Luis Nava  
Professional Services for the Period: 11/4/2010 to 12/6/2010

**Billing Group: 01 Phased Fixed Fee**

**Part I (Alamo Road - Alamo City Limits)(Approx. 0.25 mi)**

Contract #: C-09-419-10-27(WA#1)(PO#647914)

Billing Fee: \$66,149.00

<u>Phase</u>	<u>Phase Fee</u>	<u>Percent Complete</u>	<u>Fee Earned</u>	<u>Prior Billing</u>	<u>Current Fee</u>
Preliminary Engineering	25,575.00	100.00	25,575.00	25,575.00	0.00
Right-of-Way Map	15,000.00	100.00	15,000.00	3,000.00	12,000.00
Plans, Specifications & Estimate	12,787.00	90.00	11,508.00	11,508.00	0.00
Construction Services	12,787.00	0.00	0.00	0.00	0.00
<b>Total Phases:</b>					<b>\$12,000.00</b>

Phase Billing Totals: \$12,000.00

INVOICE RECEIVED BY:  
[Signature] ON 12-8-10  
GOODS/SERVICES RECEIVED BY:  
[Signature] ON 12-8-10

Billing Group Subtotal: 12,000.00

### **Project Totals:**

**\*\*\* Total Project Invoice Amount: \$12,000.00**

[Signature]  
Ramiro Gutierrez  
President

[Signature]  
PO # 647914  
0-1200-431-00-122-051-0-841  
Req # 184128

# R. Gutierrez Engineering Corporation

130 E. Park  
Pharr, TX 78577

Invoice Number: 2910

Tuesday, December 07, 2010

## Invoice

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

### **Project: ENG09.022a El Gato Road Alamo Rd - Tower Rd**

Project Manager: Luis Nava  
Professional Services for the Period: 11/4/2010 to 12/6/2010

**Billing Group: 02 Phased Fixed Fee**

**Part II (Alamo City Limits - Tower Rd)(Approx. 0.50 mi)**

Contract #: C-09-419-10-27(WA#1)(PO#647914)

Billing Fee: \$91,187.00

<u>Phase</u>	<u>Phase Fee</u>	<u>Percent Complete</u>	<u>Fee Earned</u>	<u>Prior Billing</u>	<u>Current Fee</u>
Preliminary Engineering	33,593.00	100.00	33,593.00	33,593.00	0.00
Right-of-Way Map	24,000.00	87.50	21,000.00	9,000.00	12,000.00
Plans, Specifications & Estimate	16,797.00	90.00	15,117.00	15,117.00	0.00
Construction Services	16,797.00	0.00	0.00	0.00	0.00

**Total Phases: \$12,000.00**

INVOICE RECEIVED BY: [Signature] ON 10/8/10  
GOODS/SERVICES RECEIVED BY: [Signature] ON 10/8/10

Phase Billing Totals: \$12,000.00

Billing Group Subtotal: 12,000.00

### **Project Totals:**

\*\*\* Total Project Invoice Amount:

**\$12,000.00**

[Signature]  
Ramiro Gutierrez  
President

[Signature]  
PO # 647914  
0-1200-431-00-122-051-0-711  
Rec # 184128

# R. Gutierrez Engineering Corporation

## El Gato Road

### Parcel List (City of Alamo)(Part I)

PARCEL No.	OWNER	ADDRESS	LEGAL DESCRIPTION	PARCELS SUBMITTED TO H.C.R.O.W. DEPT.		INVOICE NO.
				YES	NO	
1	Lou Anne Stiers Bell and Cindy Stiers Nordmeyer		Lot 5, Block 28, Alamo Land & Sugar Company's Subdivision	X		2880
2	Lou Anne Stiers Bell and Cindy Stiers Nordmeyer		Lot 5, Block 28, Alamo Land & Sugar Company's Subdivision	X		2909
3	Lou Anne Stiers Bell and Cindy Stiers Nordmeyer		Lot 5, Block 28, Alamo Land & Sugar Company's Subdivision	X		2909
4	Kormeier & Jackson, A Texas General Partnership		Lot 12, Block 28, Alamo Land & Sugar Company's Subdivision	X		2909
4b	City of Alamo		Lot 12, Block 28, Alamo Land & Sugar Company's Subdivision		X	-
5	Villa de Media Luna, Ltd.		Lot 12, Block 28, Alamo Land & Sugar Company's Subdivision	X		2909

### Parcel List (Hidalgo County)(Part II)

PARCEL No.	OWNER	ADDRESS	LEGAL DESCRIPTION	PARCELS SUBMITTED TO H.C.R.O.W. DEPT.		INVOICE NO.
				YES	NO	
6	Gary H. Palmer and Michael S. Palmer		Lot 5, Block 28, Alamo Land & Sugar Company's Subdivision	X		2910
7	Sandoval Julian and Martha Sandoval		Lot 9, Block 29, Alamo Land & Sugar Company's Subdivision	X		2910
8	David Martinez, Jr.		Lot 9, Block 29, Alamo Land & Sugar Company's Subdivision	X		2910
9	Joaquin Hernandez and Dan Juana Irma Hernandez		Lot 9, Block 29, Alamo Land & Sugar Company's Subdivision	X		2910
10	Macario & Amanda Mireles		Lot 7, Block 29, Alamo Land & Sugar Company's Subdivision	X		2879
11	Trinidad Mireles		Lot 7, Block 29, Alamo Land & Sugar Company's Subdivision	X		2879
12	Trinidad Mireles		Lot 7, Block 29, Alamo Land & Sugar Company's Subdivision	X		2879

---

## R. Gutierrez Engineering Corporation

December 7, 2010

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

RE: El Gato Road – Invoices  
ENG09.022a

Dear Commissioner Palacios:

The above referenced project is divided into the following two parts:

- Part I – from Alamo Road to the Alamo City Limits (approx. 0.25 miles)
- Part II – from Alamo City Limits to Tower Road (approx. 0.50 miles)

I am submitting two invoices for the above referenced project (one for each part). We have completed 5 parcels of the Right-of-Way Map phase for Part I and 7 parcels of this phase for Part II. These parcels have been submitted to the Right of Way Department.

If you have any questions, please call Ramiro or myself so that we may discuss them. You can call us at 956-782-2557 or Ramiro on his mobile at 956-227-2154.

Sincerely,



Jaime Jafmez, Jr.  
Accounting Manager

Attachments

cc: File

# R. Gutierrez Engineering Corporation

# Transmittal Form

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

FROM: Jaime Jaimez, Jr.  
SUBJECT: El Gato Road  
PROJECT NO.: ENG09.022a  
DATE: December 8, 2010

WE ARE SENDING YOU  ATTACHED  UNDER SEPARATE COVER VIA  Hand Delivery  THE FOLLOWING ITEMS:

BLUEPRINTS  PLANS  SHOP DRAWINGS  CD  
 CHANGE ORDER  SAMPLES  PAYMENT REQUEST  OTHER: INVOICE  
 BID TABULATION  CONTRACT DOCUMENTS  RECORD DRAWINGS  3 1/2" DISKETTE

QUANTITY / SETS	DATED	ITEM DESCRIPTION
1	12/7/2010	Cover Letter
1	12/7/2010	Invoice No. 2809
1	12/7/2010	Invoice No. 2810
1	-	List of Parcel Surveys

THESE ARE TRANSMITTED AS CHECKED BELOW:

FOR BIDS DUE  APPROVED AS NOTED  FOR YOUR RECORDS  
 FOR APPROVAL  APPROVED AS SUBMITTED  FOR YOUR ACKNOWLEDGEMENT  
 FOR YOUR USE  RETURN FOR CORRECTIONS  RESUBMIT FOR APPORVAL  
 AS REQUESTED  FOR FURTHER PROCESSING  ON LOAN  
 FOR REVIEW AND COMMENT  FOR SIGNATURE  OTHER

COMMENTS: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

RECEIVED

DEC 08 2010

Copy Distribution: file Received by: 

# R. Gutierrez Engineering Corporation

130 E. Park  
Pharr, TX 78577

Invoice Number: 2911  
Thursday, December 09, 2010

## Invoice

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

### **Project: ENG09.022i Rodriguez Street (El Charro) Survey Parcels**

Project Manager: Ramiro Gutierrez  
Professional Services for the Period: 10/5/2010 to 12/9/2010

**Billing Group: 01 Phased Fixed Fee**  
**Survey Parcels**

Contract #: C-09-419-10-27(WA#9)(PO#648009)

Billing Fee: \$17,600.00

<u>Phase</u>	<u>Phase Fee</u>	<u>Percent Complete</u>	<u>Fee Earned</u>	<u>Prior Billing</u>	<u>Current Fee</u>
Boundary Survey	12,800.00	87.50	11,200.00	0.00	11,200.00
Title Report	4,800.00	87.50	4,200.00	0.00	4,200.00
<b>Total Phases:</b>					<b>\$15,400.00</b>

Phase Billing Totals: \$15,400.00

PO # <u>648009</u>
<u>Q-1200-431-00-122-006-0-711</u>
Req # <u>184477</u>

Billing Group Subtotal: 15,400.00

### **Project Totals:**

\*\*\* Total Project Invoice Amount:

**\$15,400.00**

  
\_\_\_\_\_  
Ramiro Gutierrez  
President

INVOICE RECEIVED BY: Yue ON 12/13/10  
GOODS/SERVICES RECEIVED BY: Hector Palacios ON 12/13/10

# R. Gutierrez Engineering Corporation

## Rodriguez Street

### Parcel List

PARCEL No.	OWNER	ADDRESS	LEGAL DESCRIPTION	PARCELS SUBMITTED TO H.C.R.O.W. DEPT.		INVOICE NO.
				YES	NO	
1	Monica Borrego		Lot 36 Tiny Acres Subdivision	X		2911
2	Rene S. Ramirez		Lot 36 Tiny Acres Subdivision	X		2911
3	Samuel & Janoise Borrego		Lot 22 & Lot 36 Tiny Acres Subdivision	X		2911
4	Oscar & Juana B. Lopez		Lot 22 & Lot 37 Tiny Acres Subdivision	X		2911
5	Maria Luisa Lopez		Lot 37 & Lot 38 Tiny Acres Subdivision	X		2911
6	Rebecca Vera Borrego		Lot 38 Tiny Acres Subdivision	X		2911
7	Teresa Gutierrez		Lot 7 Tiny Acres Subdivision	X		2911

---

## R. Gutierrez Engineering Corporation

December 9, 2010

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

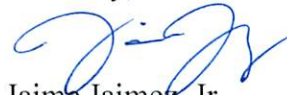
RE: Rodriguez Street Survey Parcels – Invoice  
ENG09.022i

Dear Commissioner Palacios:

I am submitting an invoice for the above referenced project. We have completed 7 boundary survey parcels for this project and they have been submitted to the Right of Way Department.

If you have any questions, please call Ramiro or myself so that we may discuss them. You can call us at 956-782-2557 or Ramiro on his mobile at 956-227-2154.

Sincerely,



Jaime Jaimez, Jr.  
Accounting Manager

Attachments

cc: File

INVOICE RECEIVED BY:

Olga Berma ON 12-10-10

GOODS/SERVICES RECEIVED BY:

Hector Palacios ON 12-10-10

# R. Gutierrez Engineering Corporation

# Transmittal Form

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

FROM: Jaime Jaimez, Jr.  
SUBJECT: Rodriguez Street  
PROJECT NO.: ENG09.022i  
DATE: December 9, 2010

WE ARE SENDING YOU  ATTACHED  UNDER SEPARATE COVER VIA Hand Delivery THE FOLLOWING ITEMS:

BLUEPRINTS  PLANS  SHOP DRAWINGS  CD  
 CHANGE ORDER  SAMPLES  PAYMENT REQUEST  OTHER: INVOICE  
 BID TABULATION  CONTRACT DOCUMENTS  RECORD DRAWINGS  3 1/2" DISKETTE

QUANTITY / SETS	DATED	ITEM DESCRIPTION
1	12/9/2010	Cover Letter
1	12/9/2010	Invoice No. 2911
1	-	List of Parcel Surveys
1	-	ROW Map

THESE ARE TRANSMITTED AS CHECKED BELOW:

FOR BIDS DUE  APPROVED AS NOTED  FOR YOUR RECORDS  
 FOR APPROVAL  APPROVED AS SUBMITTED  FOR YOUR ACKNOWLEDGEMENT  
 FOR YOUR USE  RETURN FOR CORRECTIONS  RESUBMIT FOR APPORVAL  
 AS REQUESTED  FOR FURTHER PROCESSING  ON LOAN  
 FOR REVIEW AND COMMENT  FOR SIGNATURE  OTHER

COMMENTS: \_\_\_\_\_  
 \_\_\_\_\_  
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 \_\_\_\_\_  
 \_\_\_\_\_

RECEIVED

DEC 10 2010

Copy Distribution: file Received by: \_\_\_\_\_

**COOP Vendor's List & Agreements**

**CC CONSENT**

Date: 12/30/2010  
 Submitted By: Matilde Faz, PURCHASING DEPT.  
 Submitted For: Marty Salazar  
 Department: PURCHASING DEPT.  
 Agenda Category: Purchasing Department

Information

CAPTION

**1. Cooperative Agreements:**

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, Choice Facility Partners 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, 2011;

**2. W. I. C. Program:**

Requesting authority to enter into a 7-month renewal silver maintenance agreement for a canon IR5000 serial C14001390 with IKON Office Solutions, Inc. through requisition #186566 in the total amount of \$285.95/month-effective: December, 2010 - July, 2011 (0-1292-441-00-350-001-1-432);

**3. Health & Human Services Department:**

a. Requesting authority to enter into a 36-month new copier (capital) lease for a WC5765T copier through our membership/participation with (TPSS) Texas Procurement & Support Services awarded vendor, Xerox Corporation contract 985-L2 through requisition #185639 in the amount of \$411.68/month, effective upon approval (0-1293-441-00-340-013-2-780);

b. Requesting authority for County Judge to execute advertisement agreement with The Lamar Companies for "Digital Bulletin Board Advertisement for Immunization Titled "To protect yourself and your baby, get vaccinated against Pertussis".

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010	ACCT. #: 01292441003500011432
FUNDS AVAILABLE Y/N?: Yes	MATCHING FUNDS Y/N?: Yes

**BUDGETARY IMPACT:**

Req#186566 available for \$2,001.65 for IKON Solutions

FISCAL YEAR: 2010

ACCT. #: 01293441003400132780

FUNDS AVAILABLE Y/N?: Yes

MATCHING FUNDS Y/N?: Yes

**BUDGETARY IMPACT:**

Req#185639 available for \$3,705.12 for XEROX

FISCAL YEAR:

ACCT. #:

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

**BUDGETARY IMPACT:**

Funding from PO#649642 \$2,650.00 for Lamar Co. advertising.

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**Attachments**

Link: [Updated Vendor's List](#)

Link: [IKON WIC](#)

Link: [Xerox Health Bio](#)

Link: [The Lamar Health](#)

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**Form Routing/Status**

<b>Route Seq</b>	<b>Inbox</b>	<b>Approved By</b>	<b>Date</b>	<b>Status</b>
1	Purchasing Department	Marty Salazar	12/22/2010 11:27 AM	APRV
2	Budget & Management	Erika Zamora	12/22/2010 11:34 AM	APRV
3	Manuel Chapa	Angela Garcia	12/22/2010 01:25 PM	APRV
4	Roland Garcia	Rolando Garcia	12/22/2010 04:04 PM	APRV
5	Auditor's Office	Linda Fong	12/22/2010 04:14 PM	APRV
6	Dina Trevino	Erika Zamora	12/22/2010 05:02 PM	APRV
7	Roland Garcia	Rolando Garcia	12/22/2010 05:13 PM	APRV

Form Started By: Matilde Faz

Started On: 12/20/2010 09:34 AM

Final Approval Date: 12/22/2010

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Hidalgo County Commissioners Court has granted approval to utilize the listed awarded cooperative vendors thru December 31, 2010 however the contract terms for each vendor are listed to the last column. Prior to utilizing approved vendors make sure contracts are effective. Thank you!

**Purchasing Department**  
"EXHIBIT A"

**TASB Buy Board;**

<b>CC Approval Date</b>	<b>Vendor</b>	<b>Contract Description</b>	<b>Contract</b>	<b>Contract Term</b>
	Austin Ribbon & Computer	Copiers & Supplies	299-08	9/1/2008 - 8/31/2011
	American Tire Distributor Formerly known as Gray's Wholesale Tire	Tires, Tubes & Automotive Parts, Supplies & Equipment	307-08	12/01/2008 - 11/30/2011
	Amerx Office Solutions	Copiers & Supplies	299-08	9/1/2008 - 8/31/2011
	Audio Visual Aids	Audio Visual Equipment & Supplies	313-09	5/01/2009 - 4/30/2012
	BSN Sports	Athletic & PE Supplies & Heavy Duty Exercise Equipment	336-10	04/01/2010 - 03/31/2013
11/9/2010	Barcelona Sporting Goods	Athletic, PE, Gym & Exercise Equipment and Supplies	336-10	4/1/2010 - 3/31/2013
10/12/2010	Border States Electric	Building Maintenance, Repair & Operation Supplies & Equipment	339-10	6/1/2010 – 5/31/2013
	Burton Auto Supply	Tires, Tubes & Auto Products	307-08	12/01/2008 - 11/30/2011
	CC Distributors, Inc.	Custodial Supplies & Equipment	291-08	6/1/2008 - 5/31/2011
	Camcor, Inc.	Audio Visual Equipment & Supplies	313-09	5/01/2009 - 4/30/2012
	Carrier Corporation	HVAC Equipment & Supplies & Insulation Trades Services & Labor for Electrical, Plumbing & HVAC	305-08 296-08	10/1/2008 - 9/30/2011 6/1/2008 - 5/31/2011
	Chemsearch, A Div Of NCH	Water Treatment Chemicals & Equipment	288-08	4/1/2008 - 3/31/2011
12/13/2010	Chemsearch, A Div Of NCH	Custodial Supplies & Equipment	291-08	6/1/2008 - 5/31/2011
12/13/2010	Chemsearch, A Div Of NCH	Motor Fuels, Lubricants & Oils	314-09	6/1/2009 – 5/31/2012
	Commercial Security Integration	Radio Communication Products	285-08	4/1/2008 - 3/31/2011
	Diaz Floors & Interiors	Indoor & Outdoor Flooring Products & Sports Surfaces	310-08	3/01/2009 - 2/28/2012
9/07/2010	Facilities Solutions Group	Energy Saving Lighting Products	290-08	4/1/2008-3/31/2011
	Fleet Safety Equipment, Inc.	Public Safety & Fire House Supplies & Equipment	284-08	4/1/2008 - 3/31/2011
	GT Distributors	Public Safety & Fire House Supplies & Equipment	284-08	4/1/2008 - 3/31/2011
12/13/2010	Galls Inc.	Uniforms-Band, Dance, Performance, Work/Uniform & Floor Mat Rental	340-10	6/1/2010-5/31/2013
	Gaylord Bros. Inc.	Instructional Supplies & Equipment	328-09	11/01/2009 - 10/31/2012
12/07/2010	*Glidden Professional Paint (formerly ICI Paints)	Building Maintenance, Repair & Operation Supplies & Equipment	339-10	6/1/2010 – 5/31/2013
	Godwin Pumps Of America, Inc.	Water & Waste Water Pumps & Motor	344-10	07/01/2010 - 06/30/2013
	Graybar	Technology Equipment, Software & Supplies	285-08	4/1/2008 - 3/31/2011
	Gulf Coast Paper	Custodial Supplies & Equipment	291-08	6/1/2008 to 5/31/2011

	Health Edco Inc.	Instructional Supplies & Equipment	328-09	11/01/2009 - 10/31/2012
	Henry Schein, Inc.	First Aid Supplies & Equipment	294-08	6/1/2008 - 5/31/2011
	Ikon Office Solutions	Copiers & Supplies	299-08	9/1/2008 - 8/31/2011
	Industrial Communications	Radio Communication Products	285-08	4/1/2008 - 3/31/2011
	InSCO Distributing	HVAC Equipment & Supplies & Insulation of HVAC Equipment	305-08	10/1/2008 - 9/30/2011
	J & B Industries, Inc.	Motor Fuels, Lubricants & Oil	314-09	5/01/2009 - 4/30/2012
	Jean's Restaurant Supply	Food Services Equipment & Services	274-07	10/1/2007 - 10/31/2010
	John Deere Landscapes	Grounds Maintenance Equip. & Irrigation Products & Installation	292-08	6/1/2008 - 5/31/2011
	Johnson Supply	HVAC Equipment & Supplies & Insulation of HVAC Equipment	305-08	10/1/2008 - 9/30/2011
	Johnstone Supply-Houston	HVAC Equipment & Supplies & Insulation of HVAC Equipment	305-08	10/1/2008 - 9/30/2011
	Mansion Grove House, LLC	Athletic, PE & Gym Supplies & Eq. & Exercise	336-10	4/1/2010-3/31/2013
	Miller Uniforms & Emblems Inc.	Public Safety & Fire House Supplies & Equipment	284-08	4/1/2008 - 3/31/2011
	Moore Medical LLC	First Aid Supplies & Equipment	294-08	6/1/2008 - 5/31/2011
9/14/2010	Moridge Manufacturing, Inc.d/b/a Grasshopper	Grounds Maintenance Equipment/Irrigation Products & Installation	292-08	6/1/2008-5/31/2011
	Myer's Tire Supply	Tires, Tubes & Auto Parts, Supplies & Equipment	307-08	12/01/2008 - 11/30/2011
	O'Reilly Auto Parts	Tires, Tubes & Auto Products	307-08	12/01/2008 - 11/30/2011
11/2/2010	Park Place Recreation Design, Inc.	Parks, Recreation & Field Lighting Products & Installation	346-10	10/1/2010 - 9/30/2013
	Pasco Brokerage, Inc.	Food Services & Equipment & Services	274-07	10/1/2007 - 10/31/2010
11/2/2010	Ricoh Americas (IKON-Ricoh Bus. Sol.) (Copiers)	Copiers & Supplies	299-08	9/1/2008 - 8/31/2011
12/21/2010	S & S Worldwide	Instructional Supplies & Equipment	328-09	11/1/2009-10/31/2012
	SGS Industrial DBA Sea Garden	Public Safety & Fire House Supplies & Equipment	284-08 339-10	4/1/2008-3/31/2011 6/01/20105/31/2013
	Safeguard Universal	Awards, Trophies & Personal Recognition	343-10	7/1/2010-6/30/2013
12/13/2010	Sexauer	Building Maintenance, Repair & Operation Supplies & Equipment	339-10	6/1/2010-5/31/2013
	SHI Government Solutions	Technology, Eq., Software, Supplies & Telecomm	331-09	11/01/2009 - 10/31/2012
	Southern Tire Mart	Tires, Tubes & Auto Products	307-08	12/01/2008 - 11/30/2011
11/16/2010	School Health Corporation	First Aid Supplies and Equipment	294-08	6/1/2008-5/31/2011
	Staples	Office Supplies & Equipment	328-09	11/01/2010 - 10/31/2012
	Superior Alarms	Radio Communication Products Fire & Security & Monitoring Supplemental Technology Products Software & Supplies	285-08 325-09 289-08	4/1/2008-3/31/2011 10/1/2009-9/30/2012 4/1/2008 - 3/31/2011
	Tandus US LLC	Indoor & Outdoor Flooring Products & Sports Surfaces	310-08	3/01/2009 - 2/28/2012
	Toshiba Business Solutions	Copiers & Supplies	299-08	9/1/2008 - 8/31/2011

	Vance Hunt Libraries	School, Office, Library & Dormitory Furniture	337-10	04/01/2010 - 03/31/2013
	Siddons Fire Apparatus, Inc.	Fire Apparatus	323-09	9/01/2009 - 8/31/2012
	B&H Photo-Video Pro Audio Inc.	Stage Curtains , Lighting & Stage / Stadium Sound Systems	331-09	11/01/2009 - 10/31/2012
	Dooley Tackaberry, Inc.	Public Safety & Fire Supplies & Equipment	284-08	4/1/2008 - 3/31/2011
	Gunn Chevrolet	Vehicles	281-07	10/1/2007 - 12/01/2010

**TPSS-Term contracts P.O.s;**

<b>CC Date</b>	<b>Vendor</b>	<b>Contract Description</b>	<b>Contract</b>	<b>Contract Term</b>
7/20/2010	1 <sup>st</sup> Choice Restaurant Equip. & Supply	Commercial Refrigerators, Freezers, Merchandisers, ice makers/dispensers	740-A1	5/2010-03/2011
9/7/2010	Alaven Pharmaceutical, LLC	Drugs, Pharmaceuticals & Multi-Vitamins (Human Use)	269-A1	3/2007-2/2011
	Ansell Healthcare Products Inc.	Contraceptives	269-A4	7/2006-9/2010
	Apothecus Pharmaceutical Corp.	Contraceptives	269-A4	7/2006-9/2010
	Auburn Pharmaceutical Co.	Drugs, Pharmaceuticals & Multi-Vitamins (Human Use)	269-A1	3/2007-2/2011
8/31/2010	BDI Pharma Inc.	Vaccines & Biologicals	269-A2	01/2007-11/2010
	Bob Barker Company, Inc.	Clothing & Apparel	200-A1	3/2010-11/2010
6/29/2010	Canon	Photocopier Lease & Rental	985-L2	5/2009 – 08/2011
	Central Texas Medical Equipment & Supplies	Drugs, Pharmaceuticals & Multi-Vitamins (Human Use)	269-A1	3/2007-2/2011
	Compliance Diagnostic Equipment LLC	Drug & Alcohol Testing Products	193-A2	7/2007-6-2011
8/3/2010	GT Distributors	Police Equipment & Accessories	680-A1	1/2010 – 10/2010
	Graybar Electric	Electrical Equipment & Supplies	285-A1	1/2010-8/2011
	Johnson Grayson Automotive dba Holiday Chevrolet	Automotive and Law Enforcement Vehicles	071-A1	2/2009-12/2010
	Kyocera Mita America Inc. – Minolta	Photocopiers-Rental Renewal Only	985-A5	9/2002-8/2011
6/15/2010	MMS A Medical Supply Co.	Hospitals Sundries (Disposables) including syringes	475-A1	5/2006- 11/2010
	Midwest Medical Supply	Hospitals Sundries (Disposables) including syringes	475-A1	5/2006-11/2010
	National Vitamin Co.	Drugs, Pharmaceuticals & Multi-Vitamins (Human Use)	269-A1	3/2007-2/2011
	Neopost National Government Account	Postage Meters-Rental Renewal Only	985-R1	11/2006-8/2011
	Office Communications Systems, Inc	Photocopiers-Rental Renewals Only	985-A6	9/2005-8/2011
	Pitney Bowes Inc.	Lease for Mail Equipment, Meters, Scales & Purchase of Supplies Postage Meters-Rental Renewal Only	985-L1 985-R1	11/2008-8/2011 11/2006-8/2011
	PlumbMaster, Inc.	Plumbing Parts, Fixtures & Supplies	670-A2	11/2005-10/2010
10/19/10	Precision Delta Corp.		680-A1	
	Prescription Supply Inc.	Drugs, Pharmaceuticals & Multi-Vitamins (Human Use)	269-A1	3/2007-2/2011

	Presto Printing	Business Cards through TX Smartbuy	966-N1	1/2007-8/2011
	Products Unlimited, Inc.	Hospitals Sundries (Disposables) including syringes	475-A1	5/2006- 11/2010
	Richmond Pharmaceuticals, Inc.	Drugs, Pharmaceuticals & Multi-Vitamins (Human Use)	269-A1	3/2007-2/2011
	Rodzina Industries, Inc.	Custom & Stock Rubber Stamps	615-A2	3/2010-12/2010
6/29/2010	Sam Pack's Five Star Ford	Automobiles & Law Enforcement Vehicles	071-A1	2/2009 – 08/2010
	Sanofi Pasteur, Inc.	Vaccines & Biologicals Influenza Vaccine	269-A2 269-A3	1/2007-11/2010 3/2010-2/2011
	Sharp Electronics Corporation	Photocopiers-Rental Renewal Only	985-A6	9/2005-8/2011
9/28/2010	TIBH Industries, Inc.	Drug and Alcohol Testing Products	193-A2	7/2007/6/2011
	Tetra Medical Supply Corp.	Hospitals Sundries (Disposables) including syringes	475-A1	5/2006- 11/2010
	Texas Correctional Industries	Laundry Supplies Name Plates Easels & Signs (engraved) up to 24"x48" Posture Back Ergonomic	505-A2 665-A2 425-A8	1/1960-12/2099 12/2001-11/2099 8/2006-12/2099
	Texas Department of Criminal Justice	Furniture TCI & TIBH Chairs, Desks, Tables, Sofas, Bookcase	425-A5	5/1987-12/2099
8/31/2010	Total Pharmacy Supply Inc.	Hospital Sundries (Disposables) including Syringes	475-A1	05/2006 - 11/2010
	Voss Lightning	Electrical Equipment & Supplies	285-A1	1/2010-8/2011
	Xerox Corporation	Photocopier Lease & Rental	985-L2	5/2009-8/2011

**TPSS-DIR:**

CC Approval Date	Vendor	Contract Description	Contract	Contract Term
9/21/2010	ARC Austin Ribbon & Computer Supplies, Inc.	DBITS-Technology Migration/Upgrade Software Computer, Thin Clients and Terminals/Computer Operations Services/Software	886 293 601 890	1/13/2013
	A T & T	Cisco Networking Equipment Telecommunication Contract for Wireless Voice & Data/Cellular Services Networking Services	233 597 826	
12/28/2010 6/29/2010	*CDW Government, Inc./Oki Data Americas, Inc.* CDW Government, Inc.	<b>Computer Equipment, Software, Components, Peripherals &amp; Software</b> Computer Equipment, Software, Components, Peripherals & Software Computer Equipment, Software, Components, Peripherals & Software Computer Equipment, Software, Components, Peripherals & Software	<b>508</b> 592 673 1364	<b>5/10/2011</b>
	CDW 3 Com	Computer Software for Mini and Main Frames (Pre programmed)	229	
11/30/2010	CRC - Computer Repair Center	Scanners	1364	5/5/2014
	Calence	Computer Equipment, Software, Components, Peripherals & Software Networking Products & Services Audio Conferencing Services, Technology-Based, Conferencing & Video Services Networking Equipment	236 235 838 1369	

10/5/2010	Calence, LLC dba Insight Networking	Network, Networking Equipment, Network Prod. & Serv. & Tele-Network Serv.	1460	8/30/2014
	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	
7/27/2010	Environmental Systems Res. Institution	Software 1/5/2011	492	
	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	
12/21/2010	Presidio Networked Solutions, Inc.	Networking Equipment, Tele-Network Services & Networking Products & Services	1367 1547	5/20/11-5/20/14 9/22/11-9/22/14
11/30/2010	Reyna Enterprises, Inc. dba CRC	Software	1364	5/5/2014
	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	
11/23/2010	Spillman Technologies, Inc.	Software	1623	11/3/2014
	Tech Depot	Computer Equipment, Software, Components, Peripherals & Software	223	
6/29/2010	Verizon Wireless	Wireless Voice & Data Services and Equipment	604	10/2/2011
	Votec	Software	937	2/27/2011-2013
6/29/2010	Xerox	Products & Services	515	

**TPSS-TXMAS contracts;**

CC Date	Vendor	Contract Description	Contract	Contract Term
8/3/2010	Access Imaging Solutions LLC	Document Imaging	9-36010	6/5/2009 – 3/30/2014
8/10/2010	Aria Medical	Medical Equipment and Supplies	7-6511A020	2/9/2007-6/29/2013
8/3/2010	4MD Medical Solutions	Medical Equipment	10-6511A010	11/19/2009-8/14/2013

	All Steel Inc.	Office Furniture	9-71I030	10/31/2008-9/30/2013
	Beta Technology, Inc.	Food Service, Hospitality, Cleaning Equip. & Supplies, Chemicals & Services	5-73050	7/13/2005-3/31/2015
	Bob Barker	Clothing Uniforms, Footwear & Accessories	8-840140	7/23/2008-7/31/2011
	Business Interiors by Staples The Hon Company	Special Use Furniture	6-71111060	5/10/2006-3/26/2011
	B&H Photo & Video	Photographic Equipment-Cameras, Photographic Printers and Related Supplies & Services (Digital and Film –Based)	8-67030	1/25/2008-8/2/2014
	B&H Photo & Video	VCRS, VCP, DVD, Monitors & Monitors/Receivers, Including Spare & Repair Parts, and Accessories	8-58I020	1/25/2008-11/30/2010
	Datum Filing Systems Inc.	Office Furniture	5-711010	9/15/2004-5/31/2012
	Diaz Floors & Interiors	Floor Covering	5-721A060	2/17/2005-8/3/2014
9/21/2010	Dream Ranch d b a Cartridge World	Ink and Toner Cartridges	8-75040	7/23/2008-5/31/2012
	Emergency Vehicle Equipment	Total Solutions for Law Enforcement, Security, Facilities Mgt. Fire, Rescue, Clothing, Marine	5-840180	6/17/2005-8/31/2014
	Ergogenesis, LLC	Office Furniture	3-7110470	8/22/2003-9/30/2011
	Fed Ex Kinko's	The Office, Imaging & Document Solution	5-36020	1/14/2005-10/13/2013
6/15/2010	Firetrol Protection Systems, Inc.	Facilities Maintenance & Management	6-03FAC020	7/12/2006-4/23/2011
	GCR Tires Centers Of Pharr	Tires	7-261020	1/19/2007-12/20/2011
	Global Industries, Inc.	Office Furniture	3-7111010	11/21/2002-12/31/2012
11/16/2010	Jasper Seating Company, Inc. dba J.S.I and Community	Office Furniture	9-71I020	10/9/2008 – 6/24/2013
	Kimball International Marketing	Office Furniture	3-711060	12/16/2002-1/27/2012
6/29/2010	Lawson Products Inc.	Hardware Superstore	3-51V030	7/7/2003-4/7/2011
	MCS	Access Control Systems	9-84060	6/23/2009-11/30/2013
	MSC Industrial Supply Co.	Hardware	3-51V020	6/4/2003-10/31/2012
	Mayline Company	Office Furniture	4-7110330	7/2/2004-11/30/2011
	Michelin North America, Inc.	Tires, Pneumatic (new), for passenger, light/medium truck, & bus, & retread svcs.	7-261010	12/19/2006-12/5/2011
9/21/2010	OCE North America, Inc.	Office, Imaging & Document Solutions Copying Equipment	2-36010	8/1/2002-9/30/2011
12/13/2010	Red Wing Shoe Industrial	Shoes	9-84090	8/12/2009-9/30/2012
	Separation Systems Consult, Inc.	Environmental Services	7-899030	6/27/2007-2/20/2011
	Sherwin Williams	Maintenance & Hardware	5-51V010	10/11/2004-1/31/2013
	Simplexgrinnell, LP	Total Solutions for Law Enforcement, Security Facilities, Mgmt., Fire, Rescue, Clothing, Marine	5-84070	12/6/2004-6/30/2012

	Snap-On Industrial	Hardware Products & Services	3-51V010	9/20/2002-1/31/2011
	Southern Tire Mart LLC-Michelin Bridgestone	Tires	7-261010 7-261020	12/19/2006-12/5/2011 1/19/2007-12/20/2011
7/20/2010	State Industrial Products	Hardware Superstore 12/27/2004 – 11/30/2010	5-51V020	12/27/2004-11/30/2010
	Tandus US, Inc.	Floor Covering	5-721A060	2/17/2005-8/3/2014
11/22/2010	The Hon Company	Office Furniture	6-71111060	5/10/2006 – 3/26/2011
	Tire Centers, LLC Michelin North America, Inc.	Tires, Pneumatic (new), for passenger, light truck, med truck, & bus & retread services	7-261010	12/19/2006-12/5/2011
	Tremco, Inc.	Bldg. & Bldg. Materials/Industrial Services & Supplies	6-56050	3/6/2006-5/31/2014
	United Rentals, Inc.	Hardware Superstore, Heavy Vehicle Equipment	7-51V080	7/5/2007-1/27/2011
	Visual Innovations Company, Inc.	Professional Audio/Video, Telecommunications and Security Solutions	4-581010	10/24/2003-7/7/2012
	W.W. Grainger, Inc.	Industrial, Janitorial Supplies	2-539030	8/26/2002-11/30/2010
	World Wide Imaging Supplies	Office Products	8-75030	5/2/2008-10/1/2012

**TPSS-State Travel Management Program;**

CC Approval Date	Vendor	Contract Description	Contract	Contract Term
	Enterprise Rent a Car	Car Rental	TX-C1080	3/31/2004-3/31/2011
	Avis Rent a Car Systems	Car Rental	TX-C1080	3/31/2004-3/31/2011

**TIPS;**

CC Approval Date	Vendor	Contract Description	Contract	Contract Term
	3-C Technology	Audio Visual Equipment & Supplies	1032609	3/26/2011
		Computer Equipment, Components & Peripherals	1072309	7/23/2011

**US Communities;**

CC Approval Date	Vendor	Contract Description	Contract	Contract Term
	Auto Zone	Auto Parts & Accessories	060143	6/26/2006-6/25/2011
9/14/2010	DACO	Daco Fire Equipment (Converter)	FS12-09	3/1/2010-11/30/2011
12/07/2010	GTSI	Computer Equipment, Software, Components & Peripherals Software	RQ09-997736-42D	5/01/2009-4/30/2013
	Graybar	Electrical Products	MA-43272-6	1/31/2011
	Hagemeyer	Homeland Security and Public Safety	RQ06-814063-10A	10/7/2005-9/30/2011
	Insight Public Sector	Technology Products Equipment & Technology Services/Solutions	RQ-09-997736-42b	5/01/2009-4/30/2013
8/03/2010	Service Wear Apparel	Uniform and Work Apparel	A1465-10	9/01/2010-12/31/2014

	The Home Depot	Maintenance/Hardware Supplies	05091	12/1/2008-11/30/2011
	Zep	Janitorial Supplies	2007-118-3034	12/31/2010
6/22/2010	Tech Depot	Technology Products & Solutions	RQ09-997736-42C	5/1/2009-4/30/2013

**TCPN;**

CC Approval Date	Vendor	Contract Description	Contract	Contract Term
	Best Buy Gov LLC	Audio Visual Equipment and Services	R-4705	9/30/2006-9/30/2011
6/15/2010	CAS Companies, LP	Job Order Contracting Services	R-5004	3/31/2010-3/31/2015
	CDW	Computer, Components, Peripherals & Software	R-4713	9/30/2006-9/30/2011
	GovConnection	Computer, Components, Peripherals & Software	R-4718	9/30/2006-9/30/2011
8/17/2010	Jamail & Smith Construction	Job Order Contract (JOC)	R4957	3/31/2010-3/31/2015
9/14/2010	Office Depot	Furn., Office, Instructional or Library Office & School Supplies, Printing & Shipping Services, Promotional Prod./Printing Services.	R5023	2/28/2010-2/28/2015
	M & A Technology	Computer, Components, Peripherals & Software	R-4721	9/30/2006-9/30/2011
	Tandus US LLC	Commercial Floor Covering Systems	R-4882	7/31/2008-7/31/2013
	Tech Depot	Computer, Components, Peripherals & Software	R-4716	9/30/2006-9/30/2011
	Trane	Heating, Ventilating, Air Conditioning & Plumbing	R-4669	12/31/2005-12/31/2010
	ThyssenKrupp Elevator Corp.	Elevator Products & Services	R-4679	5/31/2006-5/31/2011
	Troxell Communications	Audio Visual Equipment and Services	R4708	9/30/2006-9/30/2011
	Xerox Corporation	Document Management (Copiers)	R-4671	5/31/2010-5/31/2015
	Xerox Supplies	Paper fine	R-4929	12/31/2009-12/31/2014

**GSA;**

CC Approval Date	Vendor	Contract Description	Contract	Contract Term
	CDW	Computer Equipment, Software, Components, Peripherals & Software	GS-35F-0195J	
8/3/2010	Comtech LLC	Software and Services	GS-35F-0431K	
	Dell	Computer Equipment, Software, Components, Peripherals & Software	GS-35F-4076D	
11/23/2010	Element K Corporation	IT Solutions & Electronics	GS-35F-0042L	10/19/2015
<b>12/28/2010</b>	<b>*ICx Technologies, Inc.*</b>	<b>Total Solutions for Law Enforcement, Security, Facility Management Systems, Fire, Rescue, Special Purpose clothing, Marine Craft &amp; Emergency/Disaster Response</b>	<b>GS-07F-0117U</b>	<b>12/5 2012</b>
11/16/2010	ICS Jail Supplies, Inc.	Total Solutions for Law Enforcement, Security, Facilities Mgmt. Fire, Rescue, Clothing, Marine Craft and Emergency/Disaster Response	GS-07F-0552U	9/29/2013

	NYP CORP	Shipping, Packaging and Packing Supplies	GS-14F-1237H	
9/21/2010	Phonetics Inc. dba Sensaphone, Inc.	Computer Equipment, Software, Components, Peripherals & Software	GS-07F-9463S	4/30/2011
	Tactical Gear Now, Inc.		GS-07F-5508R	
6/29/2010	Galls/Aramark		GS-07F-0157M	

**HGAC;**

CC Approval Date	Vendor	Contract Description	Contract	Contract Term
	A & B Communications	Communications Equipment & Services	RA01-08	
12/13/2010	Caldwell Country Chevrolet	Current Model Cars & Light Trucks	VE03-06	Thru Oct 31, 2011
9/21/2010	Daco Fire Equipment	Fire Apparatus (All types)	FS12-09	3/1/2010-11/30/2011
	EF Johnson Co.	Communications Equipment & Services	RA01-08	
12/13/2010	Kustom Signals, Inc.	Emergency Equipment & Supplies (Law Enforcement	EF 04-09	4/1/2009-3/31/2011
	Motorola	Communication Equipment & Services	RA01-08	12/31/2011
12/21/2010	Source Incorporated of Missouri dba Source, Inc.	Wireless Telecomm Equipment & Services	CW05-02 CW10-09	6/1/2005-5/31/2012 11/1/2009-10/31/2012
	Sprint	Communication Equipment & Services	CW-05/02	6/1/2005-5/31/2012
	Superior Alarms	Surveillance & Access Control Equipment	SE05-05	
	Superior Alarms	Video Surveillance Systems	SE05-08	
7/20/2010	Superior Alarms	Surveillance, Access Control & Security Fencing	SE05-10	05/1/2010 – 04/30/2012

**CHOICE FACILITY PARTNERS;**

CC Approval Date	Vendor	Contract Description	Contract	Contract Term
12/07/2010	Herrera & Hunt	Job Order Contracting and Related Services	09/040JC-07	6/16/2009-6/15/2011/4
12/07/2010	Herrera & Hunt, Inc.	Job Order Contracting and Related Services	07/007JC-01	5/15/2007-5/14/2011 / 1
10/12/2010	Hydro-Stop Inc. LLC	Roofing	08/021JC-01	7/1/2008 – 7/31/2011/2
12/07/2010	Alpha Building Corporation	Job Order Contracting and Related Services	06/035JC-01	12/19/2007-2/24/2011/2
12/07/2010	Alpha Building Corporation	Job Order Contracting and Related Services	10/030JC-01	02/22/2010-02/21/2011/6

\*Denotes: New Vendor added for approval

Contract Renewed

**Requisition  
W.I.C. PROGRAM**

Req # 00186566

PO #

Date: 12/14/10

*Consent  
# 24520  
12/20/10*

Bill To: x  
x

Vendor: 223751  
IKON OFFICE SOLUTIONS, INC.  
P.O. BOX 660342  
DALLAS TX 75266-0342  
FAX (478)471-2311

Ship To: W.I.C. PROGRAM  
3105 W. UNIVERSITY DR  
EDINBURG TX 78539

Contact: MGONZALEZ  
956-381-4646

Contract No:

Special Instructions:

CONTRACT WILL END 6/2011 AUTOMATIC RENEWS

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
7.00	EACH	APPROVAL FROM STATE: OCT. 22.2010 DO NOT DUPLICATE ORDER SERVICE AGREEMENT FOR IKON CANON IR 5000 SERIAL C14001390 Account No _____ 0-1292-441-00-350-001-1-432  REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233	285.95  Encumbrance  2,001.65  Freight .00  Total 2,001.65	2,001.65

Authorized By: \_\_\_\_\_

Key 186560

Consent #24520 12/30/10

12/09/2010 15:51 FAX

HOUSTON

002/002



SALES ORDER / SERVICE ORDER

Master Sale Agreement Date
Master Maintenance Agreement Date
Master Maintenance and Sale Agreement Date

Legal Name: STX HIDALGO CNTY WIC DEPT
Contact: Margarita Gonzalez
Bill To Address: 3105 W STATE HIGHWAY 107, TRC: 09/14/2009, EDINBURG, TX, 78539-9406, US
Install Address: 3105 W STATE HIGHWAY 107, TRC: 09/14/2009, EDINBURG, TX, 78539-9406, US
City: EDINBURG State: TX Zip: 75839-9406

This is an Order made pursuant and subject to the terms and conditions of the above referenced Master Agreement(s) between Customer and IKON Office Solutions, Inc. The signature below indicates that the Customer accepts all terms and conditions of the applicable Master Agreement(s) for this sale...

Table with columns: Make / Model / Serial Number, Service Level. Includes checkboxes for: Additional Product Description page(s) attached, Professional Services fees included, Fixed Service Charge, Sales Tax Exempt.

Summary table with columns: Total Product Purchase Price, Total Service Charges Per Billing Frequency, Minimum Term, Guaranteed Minimum Volume Per Billing Frequency, Cost of Additional Images. Includes Billing Frequency and Excludes Tax.

\* Additional Provisions BILLING FROM DEC 21-2011 TO JULY 20-2011

Authorized Signature, Signature Printed Name, Title, Date

Authorized Signature, Signature Printed Name, Title, Date

# Requisition

Req # 00185639

PO #

Date: 11/23/10

*Consent  
#24520  
12/30/10*

Bill To: x  
x

Vendor: 42129  
XEROX CORPORATION  
P.O. BOX 650361  
PNC BANK  
1200 E CAMPBELL, STE 108  
RICHARDSON TX 75081

Ship To: HEALTH DEPARTMENT  
1304 S. 25TH  
EDINBURG TX 78539

Contact: JOSIE ESCALANT  
956-383-6221

Contract No: SMARTBUY

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		***HEALTH & HUMAN SERVICES (BIO) DEPARTMENT*** TPSS TERM CONTRACT # SMARTBUY REQUISITION # SMARTBUY PURCHASE ORDER # PENDING CC APPROVAL 12/21/2010 UPON DELIVERY OF NEW EQUIPMENT PLEASE PICKUP TRADE-IN SERIAL #UTU836266 DO NOT DUPLICATE ORDER		
9.00	MONTH	NEW 36 MONTH (CAPITAL) COPIER LEASE COPIER LEASE FOR BIO DEPARTMENT 985-13-35001-1 (EQUIPMENT) 985-13-35003-7 (LEASE RATE) XEROX WORKCENTRE 5765T (MID RANGE LOW 65 PPM DIGITAL COPIER) DIGITAL COPIER WITH 4 TRAYS, BYPASS TRAY AND DADF, DOCUMENTATION KIT, OFFICE FINISHER & HIGH CAPACITY FEEDER PRICE INCLUDES 40,000 MONTHLY IMPRESSIONS ALL EXCESS PRINTS AT \$.0039/EA.	310.35	2,793.15
9.00	MONTH	LOCATION: 1304 SOUTH 25TH AVE, EDINBURG, TX TRADE IN SERIAL#UTU836266 NEW 36 MONTH 3-HOLE PUNCH FOR HI VOL FINISHER 985-13-35016-9 3 hole punch kit	2.10	18.90
9.00	MONTH	NEW 36 MONTH COPY/PRINT CONTROLLER 985-13-35005-2 copy/print controller	54.35	489.15
9.00	MONTH	NEW 36 MONTH COLOR SCAN CONTROLLER 985-13-35010-2 color scan controller	34.35	309.15
9.00	MONTH	NEW 36 MONTH SCAN TO PC DESKTOP V9.0-25 SEATS 985-13-35031-8 scan to pc desktop v9.0-25 seats	10.53	94.77
		Account No	Encumbrance	
		0-1293-441-00-340-013-2-780	3,705.12	
			Freight	.00
			Total	3,705.12
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: \_\_\_\_\_

Reg # 184722  
185639

Consent # 24520

~~#25134~~

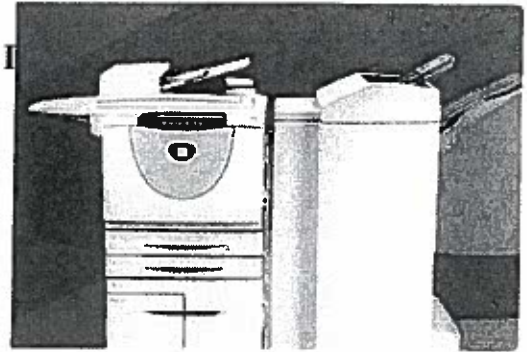
~~11/9/10~~

12/30/10

### Xerox 985-L2 Lease Pricing

### Xerox WorkCentre 5765T (Mid Range I) 65 ppm digital copier

Digital Copier with 4 Trays, Bypass Tray  
and DADF, Documentation Kit, Office  
Finisher & High Capacity Feeder



(Required market codes: W5765T, OFC50FIN, 4KHCF)

Price includes 40,000 monthly impressions  
all excess prints at \$.0039 each

	<u>Monthly Base</u>	<u>Commodity Codes:</u>
Equip Description/Qty	\$ 0.00	985-13-35001-1
36 month term	\$ 310.35	985-13-35003-7
48 month term	\$ 276.52	985-13-35038-3
60 month term	\$ 256.40	985-13-35073-1

Contract includes:

- delivery & installation
- all supplies, except paper & specialty items



monthly print  
\$711.68

Direct-Trade  
UTV 836 266

Cash Price ~~141,826.96~~  
\$ 141,826.96  
\$ 14,826.96

Copy  
Lease!  
780

Jamon  
email 11/6/10

# Xerox 985-L2 Lease Pricing

## Optional Accessories for Networked Xerox W5765T

	<u>Price</u>	<u>Commodity Code:</u>
<b><u>Embedded Fax 1 line with LAN fax:</u></b>		
36 month term	\$ 14.19	985-13-35008-6
48 month term	\$ 11.26	985-13-35043-3
60 month term	\$ 9.51	985-13-35078-9
<b><u>Foreign Interface Device:</u></b>		
36 month term	\$ 4.14	985-13-35033-4
48 month term	\$ 3.28	985-13-35068-0
60 month term	\$ 2.77	985-13-35103-5
<b><u>256Mb Upgrade Kit:</u></b>		
36 month term	\$ 6.84	985-13-36104-2
48 month term	\$ 5.43	985-13-36204-0
60 month term	\$ 4.58	985-13-36304-8
<b><u>Legal 2-Hole Punch:</u></b>		
36 month term	\$ 2.14	985-13-35013-6
48 month term	\$ 1.69	985-13-35048-2
60 month term	\$ 1.43	985-13-35083-9
<b><u>C/Z Trifold for Booklet Maker Fin:</u></b>		
36 month term	\$ 97.33	985-13-35014-4
48 month term	\$ 77.09	985-13-35049-0
60 month term	\$ 65.12	985-13-35084-7
<b><u>3-Hole Punch Kit:</u></b>		
36 month term	\$ 2.10	985-13-35015-1
48 month term	\$ 1.67	985-13-35050-8
60 month term	\$ 1.40	985-13-35085-4
<b><u>3-Hole Punch for Hi Vol finisher:</u></b>		
36 month term	\$ 2.10	985-13-35016-9
48 month term	\$ 1.67	985-13-35051-6
60 month term	\$ 1.40	985-13-35086-2



# Xerox 985-L2 Lease Pricing

## Optional Catalog Accessories for Networked Xerox W5765T

	<u>Price</u>	<u>Commodity Code:</u>
<b><u>A3 Short Edge Feed Kit:</u></b>		
36 month term	\$ 23.72	985-13-35017-7
48 month term	\$ 18.80	985-13-35052-4
60 month term	\$ 15.89	985-13-35087-0
<b><u>Legal Short Edge Feed Kit:</u></b>		
36 month term	\$ 23.72	985-13-35018-5
48 month term	\$ 18.80	985-13-35053-2
60 month term	\$ 15.89	985-13-35088-8
<b><u>Envelope Insert Kit:</u></b>		
36 month term	\$ 4.71	985-13-35022-7
48 month term	\$ 3.74	985-13-35057-3
60 month term	\$ 3.16	985-13-35052-0
<b><u>Convenience Stapler / Shelf Kit: (for stand-alone config)</u></b>		
36 month term	\$ 5.32	985-13-35020-1
48 month term	\$ 4.22	985-13-35055-7
60 month term	\$ 3.56	985-13-35090-4
<b><u>Copy/Print Controller:</u></b>		
36 month term	\$ 54.35	985-13-35005-2
48 month term	\$ 46.18	985-13-35041-7
60 month term	\$ 41.34	985-13-35075-5
<b><u>Color Scan Controller:</u></b>		
36 month term	\$ 34.35	985-13-35010-2
48 month term	\$ 27.24	985-13-35045-8
60 month term	\$ 23.01	985-13-35080-5
<b><u>Mono Scan Controller:</u></b>		
36 month term	\$ 21.31	985-13-35011-0
48 month term	\$ 16.90	985-13-35046-6
60 month term	\$ 14.27	985-13-35081-3



# Xerox 985-L2 Lease Pricing

## Optional Accessories for Networked Xerox 5765

	Price:	Commodity Code:
<b><u>Secure Access s/w w/MiFare Reader:</u></b>		
36 month term	\$ 33.73	985-13-35027-6
48 month term	\$ 29.03	985-13-35062-3
60 month term	\$ 26.22	985-13-35099-5
<b><u>Scan to PC Desktop PRO V9.0 – 25 Seats:</u></b>		
36 month term	\$ 53.46	985-13-35030-0
48 month term	\$ 42.39	985-13-35065-6
60 month term	\$ 35.81	985-13-35100-1
<b><u>Scan to PC Desktop V9.0 – 25 Seats:</u></b>		
36 month term	\$ 10.53	985-13-35031-8
48 month term	\$ 8.35	985-13-35066-4
60 month term	\$ 7.05	985-13-35101-9
<b><u>SMARTSEND 2.1:</u></b>		
36 month term	\$ 116.33	985-13-36133-1
48 month term	\$ 98.44	985-13-36233-9
60 month term	\$ 87.81	985-13-36333-7
<b><u>SMARTSEND PRO 2.1:</u></b>		
36 month term	\$239.76	985-13-36134-9
48 month term	\$209.78	985-13-36234-7
60 month term	\$191.96	985-13-36334-5
<b><u>Unicode Kit:</u></b>		
36 month term	\$ 7.08	985-13-35032-6
48 month term	\$ 5.61	985-13-35067-2
60 month term	\$ 4.74	985-13-35102-7
<b><u>USB Direct Connect:</u></b>		
36 month term	\$ 0.00	985-13-36136-4
48 month term	\$ 0.00	985-13-36236-2
60 month term	\$ 0.00	985-13-36336-0



Req# 185639

Capital Lease Versus Operating Lease Test  
2010

Indicates calculated field  
Mandatory Field  
Complete if indicated in lease documentation

Lease / Property Schedule No.	Asset Module Asset ID No.	Lease Term Commence Date	Description	1	2	3a	3b	4a	4b	Capital or Operating Lease? (Calculated Field)
Sample				Title Xtr at End of Lease? (Y/N)	Bargain Purchase Option? (Y/N)	Lease Term in Months	Economic Useful Life in Months	Total Principal Pmts Over Lease Term	FMV of Leased Equip. at Inception	
Co. Clks.	TCPN	1/12/2007	WC 7132 Copier-Printer	N	N	39	60	\$6,495.45	\$5,279.00	Capital Lease
Auditors	TPSS	1/12/2010	8560DN Phaser O Sid_Wty	N	N	39	60	\$6,661.59	\$2,258.00	Capital Lease
Auditors	TPSS	TX Smart Buy PO	Workcentre 7232P	N	N	36	60	\$10,453.68	\$9,425.00	Capital Lease
Tax Office S.J. Office	TPSS	TX Smart Buy PO	WC5645	N	N	36	60	\$7,973.64	\$8,488.00	Capital Lease
Juvenile Boot Camp	TCPN	TCPN Contract	W5645T Copier/AT cc 2008	N	N	36	60	\$5,514.48	\$6,520.00	Operating Lease
Juvenile Detention	TCPN	TCPN Contract	W5645T Copier/AT cc 2008	N	N	36	60	\$12,894.12	\$10,198.00	Capital Lease
District Clerks Office	TASB	3/12/2010	Bluhub 601 Copier/Printer/Scr	N	N	36	60	\$14,999.76	\$9,259.00	Capital Lease
J.P. 1 Place 1	TPSS	Smartbuy	WC 5638 digital copier	N	N	36	60	\$5,514.48	\$5,514.18	Capital Lease
389th District Court	TPSS	Smartbuy	WC 20 digital copier	N	N	36	60	\$2,573.64	\$2,572.56	Capital Lease
Court @ Law #6	TPSS	Smartbuy	WC 5638 digital copier	N	N	36	60	\$5,514.48	\$5,514.18	Capital Lease
Human Resources	TPSS	Smartbuy	WC7232P digital copier	N	N	36	60	\$9,337.68	\$9,337.68	Capital Lease
Tanya's Copiers	TPSS	6/8/2010	WC 7346P Digital Copier	N	N	60	60	#VALUE!	\$6,431.40	Capital Lease
Purchasing	TASB	5/18/2010	WC 5645 Digital Copier	N	N	36	60	\$6,542.64	\$6,431.40	Capital Lease
Tax Office Ed. Auto	TPSS	5/18/2010	WC 5645 Digital Copier	N	N	36	60	\$6,542.64	\$6,431.40	Capital Lease
Tax Office Ed. Asses	TPSS	5/18/2010	WC 5645 Digital Copier	N	N	36	60	\$6,542.64	\$6,431.40	Capital Lease
Tax Office Ed Bookin	TPSS	5/18/2010	WC 5645 Digital Copier	N	N	36	60	\$6,542.64	\$6,431.40	Capital Lease
Tax Office Mc Auto	TPSS	5/18/2010	WC 5645 Digital Copier	N	N	36	60	\$6,542.64	\$6,431.40	Capital Lease
Tax Office Wes. Tax	TPSS	Smartbuy	WC 5225	N	N	36	60	\$105.92	\$3,813.12	Capital Lease
Tax Office Miss Auto	TPSS	Smartbuy	WC 5225	N	N	36	60	\$105.92	\$3,813.12	Capital Lease
District Clerks Office	TASB	Master Crt #1 Rentz	450-452 (6452) Re-Manufactu	N	N	48	60	\$480.00	\$22,131.36	Operating Lease
Purchasing	TPSS	Smartbuy	WC7346P Copier	N	N	36	60	\$181.74	\$4,778.71	Capital Lease
99rd District Court	TPSS	Smartbuy	Canon IR-3225	N	N	36	60	\$165.03	\$3,813.12	Capital Lease
92nd District Court	TPSS	Smartbuy	WC 5225	N	N	36	60	\$105.92	\$3,813.12	Capital Lease
Elections Dept.	TPSS	Smartbuy	WC 5790T Digital Copier	N	N	36	60	\$558.14	\$20,093.04	Capital Lease
Co. Clerk Crim. Dept.	TPSS	Smartbuy	WC 5745 Digital Copier	N	N	36	60	\$180.73	\$6,506.28	Capital Lease
Co. Clerk Civil Dept.	TPSS	Smartbuy	WC 5745 Digital Copier	N	N	36	60	\$182.87	\$6,583.32	Capital Lease
Co. Clerk Recordings	TPSS	Smartbuy	WC 5740 Digital Copier	N	N	36	60	\$153.18	\$6,542.64	Capital Lease
Co. Clerk McAllen	TPSS	Smartbuy	WC 5225 Digital Copier	N	N	36	60	\$105.92	\$3,813.12	Capital Lease
DAS Felony Section	TPSS	Smartbuy	WC CC20 Digital Copier	N	N	36	60	\$71.49	\$2,573.64	Capital Lease
DAS Appeals Section	TPSS	Smartbuy	WC CC20 Digital Copier	N	N	36	60	\$71.49	\$2,573.64	Capital Lease
430th District Court	TPSS	Smartbuy	WC 5225 Digital Copier	N	N	36	60	\$105.92	\$3,813.12	Capital Lease
449th District Court	TPSS	Smartbuy	WC 7120 Digital Copier	N	N	36	60	\$233.38	\$8,401.68	Capital Lease
Constable Pct. 3	TPSS	Smartbuy	WC 5225 Digital Copier	N	N	36	60	\$105.92	\$3,813.12	Capital Lease
County Clerks	TXMAS	299-08	Oce ColorWave 300	Y	Y	36	60	\$823.00	\$25,130.00	Capital Lease
District Clerks Office	TASB	299-08	Ricoh Alico MP6001SP	N	N	36	60	\$276.00	\$9,936.00	Operating Lease
District Clerks Office	TASB	299-08	Ricoh Alico MP5000SP	N	N	36	60	\$265.00	\$9,540.00	Capital Lease
District Clerks Office	TASB	299-08	Ricoh Alico MP4001SP	N	N	36	60	\$176.00	\$6,336.00	Capital Lease
District Clerks Office	TASB	299-08	Ricoh Alico MP4001SP	N	N	36	60	\$176.00	\$6,336.00	Capital Lease
Tax Office Miss Tax	TPSS	Smartbuy	WC 5225 Digital Copier	N	N	36	60	\$105.92	\$3,813.12	Capital Lease
Co. Clks Probate Dept	TPSS	Smartbuy	WC 5740 Digital Copier	N	N	36	60	\$153.18	\$5,514	Capital Lease
Court @ Law #6	TPSS	Smartbuy	WC 5740 Digital Copier	N	N	36	60	\$153.18	\$5,514	Capital Lease
Health & Human	TPSS	Smartbuy	WC 5765T Digital Copier	N	N	36	60	\$411.68	14,820	Capital Lease

- Enter values in the mandatory fields (green highlight) and the optional fields (peach highlighted), if available.
- The results of the test will display in the last column.
- Highlight the basis of your answers to the above test criteria on the source documents.
- For each capital lease, attach this schedule and the lease/property schedule agreements as support to Form AM-5.

**THE LAMAR COMPANIES  
CONTRACT**

Brownsville/Rio Grande Valley  
2001 Industrial Way  
San Benito TX 78586  
PHONE: (956)399-4900  
FAX: (956)399-4993

Date: 12/13/2010  
New/Renewal: **NEW**

Contract No. **1388111**

Customer Name: **HIDALGO COUNTY HEALTH AND HUMAN SERVICES**  
Street Address:  
Mailing Address: **1304 S. 25TH AVE.**  
City: **EDINBURG** St: **TX** Zip: **78542**  
Phone: **(956)3182426** Fax: **(956)3182431**  
Total Camp. Invest.: **\$2,650.00**

Advertiser: **HIDALGO COUNTY HEALTH AND HUMAN SERVICES**  
Cust A/C #: **531710-0** Nat'l/Local: **LD**  
Term: Service Date: **12/20/2010**  
Contact Person: **Delia Garza**  
Campaign:  
Email: **delia.garza@hchd.org**

**DigitalBulletins Seq # 1**

Company #: 45 Investment Per Billing Period: **\$2,500.00** Market: Rio Grande Valley Market Code: 55  
Local AE: TVW3464-Tracy White Alt. AE: \_\_\_\_\_ PO #: \_\_\_\_\_  
Design: \_\_\_\_\_ Imprint: \_\_\_\_\_  
Guaranteed Spots Per Day: 1332 No. of Displays: 1

Panel	Market	Location	Size	Slots	Service Dates	Invest Per Billing Period
70001	Rio Grande Valley	Ws Exp 281 700' N/O Bus 281, Edn	14' 0" X 48' 0"		12/20/10-01/16/11	\$2500.00

**Commercial Seq # 2**

Company #: 45 Investment Per Billing Period: **\$150.00** Market: Rio Grande Valley Market Code: 55  
Local AE: ZZZ2045- House Alt. AE: \_\_\_\_\_ PO #: \_\_\_\_\_  
Product: Labor Description: Art Set Up Fee  
Qty: 1 Rate Per Unit: \$150.00 Freight: \$0.00

<b>Service Dates:</b>	<u>12/20/10</u>
-----------------------	-----------------

**Investment Schedule**

Year	Period	Total Investment
<b>2010</b>	12/20	\$150.00
	12/20-1/16	\$2,500.00

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INITIALS: X

Contract No.: 1388111

PAGE 1 of 5

The terms on all pages are part of this contract.

Advertiser authorizes and instructs The Lamar Companies (Lamar) to display in a good and workmanlike manner, and to maintain for the terms set forth above, outdoor advertising displays described above or on the attached list. In consideration thereof, Advertiser agrees to pay The Lamar Companies all contract amounts within thirty (30) days after the date of billing. Advertiser acknowledges and agrees to be bound by the terms and conditions on all pages of this contract.

The undersigned representative or agent of Advertiser hereby warrants to The Lamar Companies that he/she is the \_\_\_\_\_ of the Advertiser and is authorized to execute this contract on behalf of Advertiser.

BY: \_\_\_\_\_  
ACCOUNT EXECUTIVE

HIDALGO COUNTY HEALTH AND HUMAN SERVICES  
CUSTOMER/ADVERTISER

DATE: \_\_\_\_\_

COMPANY: Brownsville/Rio Grande Valley

BY: [Signature]  
(signature above)

CUSTOMER/ADVERTISER SIGNED BY: \_\_\_\_\_  
(print name above)

This contract is NOT BINDING UNTIL ACCEPTED by a Lamar General Manager.

DATE: \_\_\_\_\_

THE LAMAR COMPANIES  
BY: \_\_\_\_\_  
GENERAL MANAGER: Luis Betancourt

### STANDARD CONDITIONS

#### I. General Conditions

- On initial installation, if Lamar and/or Lamar Transit Authority (LTA) is requested by Advertiser to submit art work, then art work submitted by Lamar and/or LTA shall be approved or substitute art work shall be furnished by Advertiser within ten (10) days after submission. In the case of default in furnishing or approval of art work by Advertiser, then the date of installation posting for purposes of commencement of the first invoice shall be deemed to occur on the date on which the various spaces are available for service.
- Advertiser warrants that all approved designs do not infringe upon any trademark or copyright, state or federal. Advertiser agrees to defend, indemnify and hold Lamar free and harmless from any and all loss, liability, claims and demands, including attorney's fees arising out of the character, contents or subject matter of any copy displayed or produced pursuant to this contract.
- Upon completion and installation of initial posting, or upon the circumstances described in paragraph 1 regarding default, an invoice for payment will be sent to Advertiser or Agency. Upon Advertiser's or Agency's request, a report of the posting will be sent with the initial invoice. The first invoice shall cover the period from date of installation (if more than one location is included, the average date of installation shall be used) to the end of the billing period in which the invoice is rendered, and subsequent invoices shall be rendered in advance on the first of each successive billing period. Each invoice will cover the billing period following commencement of posting or date of installation ; or following the circumstances described in paragraph 1 above regarding default . All prorated invoices and credits will be computed on the basis of a four week billing period.
- If Lamar is prevented from posting or maintaining any of the spaces by causes beyond its control of whatever nature, including but not limited to acts of God, strikes, work stoppages or picketing, or in the event of damage or destruction of any of the spaces, or in the event Lamar is unable to deliver any portion of the service required in this contract, including illumination, buses in repair, or maintenance, this contract shall not terminate. Credit shall be allowed to advertiser at the standard rates of Lamar for such space or service for the period that such space or service shall not be furnished or shall be discontinued or suspended. Lamar may discharge this credit, at its option, by furnishing advertising service on substitute spaces, to be reasonably approved by advertiser, or by extending the term of the advertising service on the same space for a period beyond the expiration date. The substituted or extended service shall be of a value equal to the amount of such credit.
- Upon default in the punctual payment of the contract indebtedness or any part thereof, as the same shall become due and payable, the entire amount of the indebtedness contracted for herein shall be matured and shall be due and payable immediately, at the option of Lamar, and unless same is promptly paid, Lamar may, at its option, discontinue without notice the outdoor or transit advertising contracted for herein; provided, however, that such discontinuance shall not relieve the Advertiser or agency of the contract indebtedness. All payments in arrears shall bear interest at the highest contract rate permitted by law, not to exceed 1½% per month. In addition, Advertiser shall pay Lamar all costs and expenses of exercising its rights under this contract, including reasonable attorney's fees of not less than 25% of the amount due, or \$250.00, whichever is greater, and all reasonable collection agency fees.
- This contract, all pages, constitutes the entire agreement between Lamar and Advertiser. Lamar shall not be bound by any stipulations, conditions, or agreements not set forth in this contract. Waiver by Lamar of any breach of any provision shall not constitute a waiver of any other breach of that provision or any other provision.

#### II. Bulletin Conditions

- Lamar reserves the right to determine if copy and design are in good taste and within the moral standards of the individual communities in which it is to be displayed.
- Lamar reserves the right to reject or withdraw any copy, either before or after posting. Lamar further reserves the right to terminate the contract for any reason, at any time.
- Net cash payment is required thirty (30) days after the date of billing.
- If a location should be lost during the period of display for any reason, a bulletin location of equal advertising value will be substituted or credit issued for loss of service. Should there be more than a 50% loss of illumination, a 20% pro-rata credit based on four week

INITIALS: [Signature]

advertising space billing will be given. If this contract requires illumination, it will be provided from dusk until 11:00 p.m.

5. All contracts are non-cancelable by Advertiser.
6. Production charges are not included in the space rate, and will be determined by the degree of difficulty of the reproduction. Charges are computed on a square foot basis.
7. Approved artwork and posting instruction shall be furnished by the Advertiser sixty (60) days prior to scheduled display date.
8. Creative with mechanical, reflectors, inflatable, etc. will be quoted upon request.
9. Cutouts/extensions, where allowed, are limited in size to 5 feet above, and 2 feet to the sides and 1 foot below normal display area. Cutouts are the property of Lamar, and the basic fabrication charge is for a maximum 12 months. Lamar will not be responsible for cutouts/extensions after 120 days of storage time.
10. Vinyl for bulletins should be supplied by the advertiser fifteen (15) working days prior to posting date.
11. Sections or vinyl will be held at customer's request upon management approval at the maximum rate of \$100 per month.
12. Leeway of five (5) working days from the accepted start date is required to complete the installation of any display. Vinyl should be shipped in time to arrive at least fifteen (15) days prior to the accepted start date.

**III. Digital Conditions**

1. Lamar reserves the right to determine if copy and design are in good taste and within the moral standards of the individual communities in which it is to be displayed.
2. Lamar reserves the right to reject or withdraw any copy, either before or after posting. Lamar further reserves the right to terminate the contract for any reason, at any time.
3. Net cash payment is required thirty (30) days after the date of billing.
4. If a location should be lost during the period of display for any reason, a digital location of equal advertising value will be substituted or credit issued for loss of service.
5. All contracts are non-cancelable by Advertiser.
6. Lamar will strive to provide advertisers with 100% of the time they contract. However due to problems with power interruptions, emergency governmental warnings (e.g. Amber Alerts) or other unforeseen interruptions, Lamar is guaranteeing copy will be displayed an average of 92.5% of the time contracted. For purposes of determining whether a credit is due pursuant to paragraph 4 above, the average number of guaranteed spots per day will be measured over the duration of the contract, e.g., during a four week contract, the available spots during the entire four week term of the contract will be calculated and 92.5% of that number will be used as the basis to determine whether a credit is due the Advertiser. If Lamar has provided 92.5% or greater of available spots, then no credit will be due.
7. Digital Art files should be supplied by the advertiser to Lamar within a reasonable amount of time before post date to allow network administrator to approve artwork and post.
8. Advertiser shall not sublet, resell, transfer, donate or assign any advertising spots without the prior written consent of Lamar.

**IV. Commercial Conditions**

1. Initial design copy shall be furnished to Lamar not later than thirty (30) days after the date hereof or as otherwise provided below in the Special Considerations section. If Lamar is requested by Advertiser to submit copy, then copy submitted by Lamar shall be approved or substitute copy shall be furnished by Advertiser within ten (10) days after submission.
2. If Lamar is prevented from obtaining the poster paper or producing the commercial painting under this contract, in whole or in part, by causes beyond its control of whatever nature, including but not limited to acts of God, strike, work stoppages or picketing, Lamar, at its option, may terminate this contract or extend it until such time as the cause of its nonperformance is removed.

**Special Considerations:**

**Special Provisions:**

**SURETY AGREEMENT**

In consideration of Lamar entering into this contract with Advertiser, the undersigned ("Surety") guarantees and becomes a surety for Advertiser in favor of Lamar for all sums due by Advertiser under this contract. The obligation of Surety is joint and several and in solido with Advertiser and Agent (if applicable) for the full performance of all of Advertiser's obligations under this contract or any continuation. Surety consents to all extensions. Surety waives any benefit that may allow him to limit this obligation to less than the full obligation of Advertiser. It is understood that, without this guarantee or surety agreement, Lamar would not be willing to enter this contract with Advertiser.

Signed this \_\_\_\_\_ day of \_\_\_\_\_

SURETY Signature \_\_\_\_\_  
 Print Name: \_\_\_\_\_  
 Address: \_\_\_\_\_

THIS INFORMATION FOR OFFICE USE ONLY		
Invoice Start Date: 12/20/2010	Inv. Routing: Customer	Invoice End Date: 1/16/2011
Product Code: 74 - Public Service	Nat'l Contract No: _____	Inv. Exception: Not Set
Multi-Mkt Selling AE: _____	Political: _____	Split Billing: _____
	P.O.P. _____	Co-op: _____

INITIALS:   *h*

INITIALS:     

Contract No.: 1388111

PAGE 4 of 5

**Digital Promotional Addendum**

In this addendum prior to signing contract a minimum of (1) one copy change per month is required for an effective digital advertising campaign. Below listed by month, promotion, and design is required to be filled out prior to signing the contract. A planned promotional advertising campaign is agreed upon to ensure best results when advertising on Lamar Digital Display. Changes may be made to promotional calendar once contract is signed. Please reference "Digital Display Promotional Calendar" for suggestions on creative.

**Creative Promotional Schedule**

Month	Promotion	Design

Account Executive:

Customer/Advertiser:

INITIALS:     

Contract No.: 1388111

**AI-24491**

**8.F.**

**Authority to Advertise - Hidalgo County - New and Used Guard Rail Beam Materials and Installation**

**CC CONSENT**

Date: 12/30/2010  
Submitted By: Eric Trevino, PURCHASING DEPT.  
Submitted For: Marty Salazar  
Department: PURCHASING DEPT.  
Agenda Category: Purchasing Department

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Information

**CAPTION**

Requesting authority to advertise and approval of procurement packet (i.e. specifications/requirements, legal notice, draft contract etc.) as attached hereto for: Hidalgo County - New and Used Guard Rail Beam Materials and Installation Bid No. 2011-013-01-26-ERT.

**BACKGROUND**

The current contract expires on March 10, 2011  
Proposed Schedule of Events:  
1st Advertisement: January 8, 2011  
2nd Advertisement: January 15, 2011  
Bid Opening Date: January 26, 2011

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Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1200-431-00-121-005-0-673  
FUNDS AVAILABLE Y/N?: Yes MATCHING FUNDS Y/N?:  
BUDGETARY IMPACT:  
\$6,952.12 available balance as of 12/21/10.

FISCAL YEAR: 2010 ACCT. #: 0-1200-431-00-122-006-0-613  
FUNDS AVAILABLE Y/N?: Yes MATCHING FUNDS Y/N?:  
BUDGETARY IMPACT:  
\$1,912.33 available balance as of 12/21/10.

FISCAL YEAR: 2010 ACCT. #: 0-1200-431-00-123-005-0-739  
FUNDS AVAILABLE Y/N?: Yes MATCHING FUNDS Y/N?:  
BUDGETARY IMPACT:  
\$1,104.81 available balance as of 12/21/10.

FISCAL YEAR: 2010 ACCT. #: 0-1200-431-00-124-007-0-679

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

BUDGETARY IMPACT:

\$1,042.27 available balance as of 12/21/10.

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**Attachments**

Link: memo, legal notice, specifications, draft contract

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**Form Routing/Status**

<b>Route Seq</b>	<b>Inbox</b>	<b>Approved By</b>	<b>Date</b>	<b>Status</b>
1	Purchasing Department	Marty Salazar	12/21/2010 03:48 PM	APRV
2	Budget & Management	Erika Zamora	12/21/2010 04:41 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	12/21/2010 05:19 PM	APRV
4	Auditor's Office	Linda Fong	12/22/2010 11:32 AM	APRV

Form Started By: Eric Trevino

Started On: 12/16/2010 04:13 PM

Final Approval Date: 12/22/2010

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PURCHASING DEPARTMENT

County Of Hidalgo

MEMORANDUM

TO: ALL DEPARTMENT HEADS, PRECINCT NO. 1

FROM: Eric Trevino  
Hidalgo County Purchasing Department

DATE: December 2, 2010

RE: Approval of Specifications For: - Hidalgo County - "New and Used Guard Rail Beam Materials and Installation" Bid No. 2011-013-00-00-ERT

Please review the following SPECIFICATIONS and verify if all requirements are met by signing below and indicating APPROVE (or) DISAPPROVE. If specification is NOT met, make any and all modifications necessary and return the revised copy to the designated Buyer in the Purchasing Department.

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

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

APPROVE <input checked="" type="checkbox"/>	DISAPPROVE <input type="checkbox"/>
APPROVE WITH MODIFICATIONS <input type="checkbox"/>	

Funds Availability: X YES / \_\_\_\_\_ NO/ \_\_\_\_\_

Other (Specify) \_\_\_\_\_

Budget Account No.: 0-1200-431-00-121-005-0-673

[Signature] Doel Quintanilla Pct. #1 12/06/10  
SIGNATURE PRINTED NAME DEPARTMENT DATE

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 292-7612 or e-mail: [eric.trevino@co.hidalgo.tx.us](mailto:eric.trevino@co.hidalgo.tx.us) by no later than December 9, 2010 or at your earliest convenience in order to attach it to the agenda item that I am going to create for Commissioner's Court. Thank You for your cooperation.

Enclosures



PURCHASING DEPARTMENT  
County Of Hidalgo

MEMORANDUM

TO: ALL DEPARTMENT HEADS, PRECINCT NO. 2  
FROM: Eric Trevino  
Hidalgo County Purchasing Department  
DATE: December 2, 2010  
RE: Approval of Specifications For: – Hidalgo County -“New and Used Guard Rail Beam Materials and Installation” Bid No. 2011-013-00-00-ERT

Please review the following **SPECIFICATIONS** and verify if all requirements are met by signing below and indicating **APPROVE** (or) **DISAPPROVE**. If specification is **NOT** met, make any and all modifications necessary and return the revised copy to the designated Buyer in the Purchasing Department.

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

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

APPROVE <input checked="" type="checkbox"/>	DISAPPROVE <input type="checkbox"/>
APPROVE WITH MODIFICATIONS <input type="checkbox"/>	

Funds Availability: X YES /        NO/       

Other (Specify) Account + Code also depends on Project!

Budget Account No.: 0/1200.431.00.122.006.0/613

<u>[Signature]</u>	<u>RICARDO Cuellar</u>	<u>P.E.B</u>	<u>12/02/10</u>
SIGNATURE	PRINTED NAME	DEPARTMENT	DATE

**SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 292-7612 or e-mail: [eric.trevino@co.hidalgo.tx.us](mailto:eric.trevino@co.hidalgo.tx.us) by no later than December 9, 2010 or at your earliest convenience in order to attach it to the agenda item that I am going to create for Commissioner's Court. Thank You for your cooperation.**

Enclosures

DEC 03 2010  
3:11pm



PURCHASING DEPARTMENT  
County Of Hidalgo

MEMORANDUM

TO: ALL DEPARTMENT HEADS, PRECINCT NO. 3  
 FROM: Eric Trevino  
 Hidalgo County Purchasing Department  
 DATE: December 2, 2010  
 RE: Approval of Specifications For: - Hidalgo County -"New and Used Guard Rail Beam Materials and Installation" Bid No. 2011-013-00-00-ERT

Please review the following SPECIFICATIONS and verify if all requirements are met by signing below and indicating APPROVE (or) DISAPPROVE. If specification is NOT met, make any and all modifications necessary and return the revised copy to the designated Buyer in the Purchasing Department.

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


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

APPROVE <input checked="" type="checkbox"/>	DISAPPROVE <input type="checkbox"/>
APPROVE WITH MODIFICATIONS <input type="checkbox"/>	

Funds Availability: YES / NO

Other (Specify) \_\_\_\_\_

Budget Account No.: 0-1200-431-00-123-005-0-739

 Eric Trevino Precinct #3 12/6/10  
 SIGNATURE PRINTED NAME DEPARTMENT DATE

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 292-7612 or e-mail: [eric.trevino@co.hidalgo.tx.us](mailto:eric.trevino@co.hidalgo.tx.us) by no later than December 9, 2010 or at your earliest convenience in order to attach it to the agenda item that I am going to create for Commissioner's Court. Thank You for your cooperation.

Enclosures



PURCHASING DEPARTMENT  
County Of Hidalgo

MEMORANDUM

TO: ALL DEPARTMENT HEADS, PRECINCT NO. 4  
FROM: Eric Trevino  
Hidalgo County Purchasing Department  
DATE: December 2, 2010  
RE: Approval of Specifications For: - Hidalgo County -"New and Used Guard Rail Beam Materials and Installation" Bid No. 2011-013-00-00-ERT

Please review the following **SPECIFICATIONS** and verify if all requirements are met by signing below and indicating **APPROVE** (or) **DISAPPROVE**. If specification is **NOT** met, make any and all modifications necessary and return the revised copy to the designated Buyer in the Purchasing Department.

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


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

APPROVE <input checked="" type="checkbox"/>	DISAPPROVE <input type="checkbox"/>
APPROVE WITH MODIFICATIONS <input type="checkbox"/>	

Funds Availability:  YES /  NO

Other (Specify) \_\_\_\_\_

Budget Account No.: 0-1200-431-00-124-0070-679

	Susan M. Carranza	Pct 4	11-2-10
SIGNATURE	PRINTED NAME	DEPARTMENT	DATE

**SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 292-7612 or e-mail: [eric.trevino@co.hidalgo.tx.us](mailto:eric.trevino@co.hidalgo.tx.us) by no later than December 9, 2010 or at your earliest convenience in order to attach it to the agenda item that I am going to create for Commissioner's Court. Thank You for your cooperation.**

Enclosures

<b>Bid No: 2011-013</b>	<b>Buyer: Eric Trevino</b>	<b>Tel. No: (956) 318-2626 ext. 4882</b>
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# **REQUEST FOR BIDS**

## **HIDALGO COUNTY**

### **“NEW AND USED GUARD RAIL BEAM MATERIALS AND INSTALLATION”**

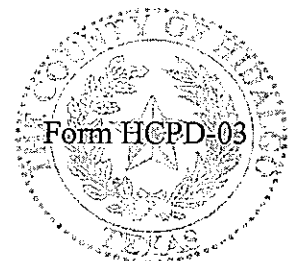
**BID OPENING DATE:**

**JANUARY 26, 2011**

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent  
Hidalgo County Purchasing Department  
2812 So. Business 281 - New Administration Building  
Edinburg, Texas 78539

956 318-2626



1. Sealed bids will be received for **HIDALGO COUNTY – “NEW AND USED GUARD RAIL BEAM MATERIALS AND INSTALLATION”** 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-2011-013-01-26-ERT HIDALGO COUNTY - “NEW AND USED GUARD RAIL BEAM MATERIALS AND INSTALLATION”** and in County's Purchasing Department, 2812 So. Business 281, New Administration Building, Edinburg, Texas, **on or before 9:30 a.m., WEDNESDAY, JANUARY 26, 2011. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO REQUEST FOR BIDS-2011-013-01-26-ERT RFB-HIDALGO COUNTY – “NEW AND USED GUARD RAIL BEAM MATERIALS AND INSTALLATION”.** 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. Hidalgo County reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to Hidalgo County
3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so.”
4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.
5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize

himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

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

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

16. BILLING AND PAYMENT INSTRUCTIONS:

- . Invoices must include:
  - a) Name and address of successful bidder
  - b) Name and address of receiving department or official
  - c) Purchase Order Number (if any)
  - d) Notation - **HIDALGO COUNTY - "NEW AND USED GUARD RAIL BEAM MATERIALS AND INSTALLATION"** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
  
- . Discount payments will be considered when offered.
  
- . Contact person for Billing and Payment questions:

Hidalgo County Auditor's Office  
Ray Eufrazio, Auditor  
2808 South Business Hwy 281  
Edinburg, Texas 78539  
ATTN.: Accounts Payable (956) 318-2511

17. Schedule of Events

<b>Bid Opening, 9:30 AM</b>	<b><u>JANUARY 26, 2011</u></b>
Award of Contract	_____, 2011
Commence Work or Deliver Products	_____, 2011

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 judgement 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**  
**“NEW AND USED GUARD RAIL BEAM MATERIALS AND INSTALLATION”**  
**BID NO.: 2011-013-01-26-ERT**

To: Martha L. Salazar, CPPB, Purchasing Agent  
Hidalgo County Purchasing Department  
2812 So. Business 281 – New Administration Building  
Edinburg, Texas 78539

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

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

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

Respectfully submitted,

Bidder:

Address:

By:

Printed Name:

Title:

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**EXHIBIT "A"**  
**HIDALGO COUNTY**  
**"NEW & USED GUARD RAIL BEAM MATERIALS &  
INSTALLATION"**

(Including all funding sources, Programs and Entities)

**BID NO.: 2011-013-01-26-ERT**  
**S P E C I F I C A T I O N S**

**Specifications, Requirements:**

1. The county of Hidalgo reserves the right to partially award the contract in order to meet the budget.
2. Bid award will be based on the lowest bidder(s) per line item meeting all required specifications.
3. It shall be the Contractor's responsibility to locate underground utilities, whether shown or not shown on the drawings, sufficiently in advance of operations to preclude damage to same.
4. Water, sewer, or other utility services shall not be interrupted. Any damages to existing utilities will be Contractor's responsibility.
5. In the event of damage to underground facilities, whether shown or not shown in the drawings, the Contractor shall make the necessary repairs to place the facilities back in service and not increase in the Contractor's price and all such repairs conform to the requirements of the company or agency servicing the facility.
6. The Contractor shall exercise extra care to prevent damage to all other structures in the area including buildings, fence, roads, pipelines, utilities, etc., whether publicly or privately owned.
7. Until Acceptance by Hidalgo County of any part or all of the Construction, as provided for in the plans and these specifications, it shall be under charge and care of the contractor, and he shall take every necessary precaution against injury or damage to any part of the work. The Contractor shall rebuild, repair, restore or make good, at his own expense, all injuries or damage to any portion of the work before its completion and acceptance.
8. In case the Contractor deems extra compensation is due him for proposed work not

covered in the contract, the Contractor shall notify Hidalgo County in writing of his claim for such extra compensation before he begins the work. Failure on the part of the Contractor to give such notification shall constitute a waiver of claim for such extra compensation. The Contractor shall not proceed until a written Change Order is approved by Hidalgo County and Contractor.

9. Prospective bidders shall make a careful examination of the project sites.
10. Contractors shall review his overall method and schedule of construction with the County prior to construction for proper coordination of inspection.
11. The Contractor shall at all times provide access to existing homes.
12. No open trenches or excavation shall be left open overnight.
13. The contractor will provide all labor and materials for the sub grade preparation and for preparation of the caliche base. The Precincts will be responsible for placement of Prime Coat and Hot Mix Asphaltic Concrete or the prepared caliche base. The Contractor shall coordinate this work with the designated precinct's foreman.
14. Hidalgo County reserves the right to add/delete items as it deems to be in the best interest of the County.
15. Items may be substituted by vendors but, must be **equal or better** and must be approved by Hidalgo County if quoted item is out of stock.

### **TERMS AND CONDITIONS:**

1. The term of the bid contract will be for a period of one (1) year. Hidalgo County may in its sole discretion elect the option to extend the contract for one (1) additional one (1) year term under the same rates, terms and conditions.
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 due to any unforeseen delay in the procurement process.
3. 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.
4. Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.

5. Any contract awarded to a successful bidder will be in effect until: (a) the contract expires, (b) delivery and acceptance of products and/or performance of services ordered or (c) terminated by County with thirty (30) days written notice prior to cancellation.
6. All costs and expenses associated with the preparation and submission of (bid, proposals and / or quotes) shall be responsibility of the bidder and no reimbursements for such charges or expenses shall be passed on to HIDALGO COUNTY.
7. After bid is awarded and successful awarded contractor defaults in meeting the general instructions to bidders(s) and/or in complying with the contract agreement, Hidalgo County reserves the right to seek the services of the next lowest bidder(s). In such event, Hidalgo County shall charge the successful bidder the difference for any additional cost to the County.
8. The successful bidder will indemnify and hold harmless the County, and its officers, officials, and employees, agents and attorneys for any and all claims and expenses arising out of or related to the performance of the contract awarded pursuant hereto.
9. Hidalgo County reserves the right to award to MULTIPLE vendors if the County determines it is in its best interest to do so.
10. Hidalgo County may utilize **State Awarded Contracts** when it is in the County best interest to do so.
11. The contract shall remain in effect until contract expires, delivery/completion of services ordered or terminated by either party with a thirty (30) day written notice prior to any cancellation.

**Market Volatility and Unit Price Adjustment:**

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

- 1) Requesting Price Adjustment:** Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence to prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.

- A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.
- The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
- The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
- No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
- The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

**2) Price Reduction:** Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

**3) Timeframe for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within then (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

**4) Allowable Review Periods:** Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County

Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

**5) Dollar Limit to Price Changes:** The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

**Additional information:**

Information regarding this project can be addressed in writing, to the Hidalgo County Purchasing Department. Hidalgo County is also requesting that any and all questions, inquiries and clarifications regarding quotes, bids, proposal or statement of qualifications be addressed to Martha L. Salazar, CPPB, Purchasing Agent, **AT 2802 SOUTH BUSINESS HWY 281, EDINBURG, TEXAS 78539. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

**ALL WRITTEN QUESTIONS WILL BE ACCEPTED VIA EMAIL NO LATER THAN,** January 19, 2011 at 5:00 p.m. at [eric.trevino@co.hidalgo.tx.us](mailto:eric.trevino@co.hidalgo.tx.us) . Responses to said inquiries will be sent to all applicants via facsimile by no later than January 21, 2011 at 5:00 p.m.

THE STATE OF TEXAS §  
  §  
COUNTY OF HIDALGO §

**SERVICE CONTRACT  
C-00-00**

THIS CONTRACT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2011 by and between the County of Hidalgo, Texas ("County"), and \_\_\_\_\_ ("\_\_\_\_\_").

WHEREAS, Company responded to request for bids for **"New & Used Guard Rail Beam Materials & Installation"** (the "Services"); and

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

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

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

1. County and Company hereby agrees that this Contract is entered into in order to provide the Service to locations within Hidalgo County. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.
2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the Services in accordance with the Specifications within **Hidalgo County** following a request for Services by the

Hidalgo County or his designated agent(s). Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period beginning \_\_\_\_\_, 2011 and ending \_\_\_\_\_, 2012 and may be extended at the sole discretion of County for an additional one (1) year period at the same rates, terms and conditions, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first. County also reserves the right to continue this bid for an additional sixty (60) day Grace Period, under the same rates terms and conditions.

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

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

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

7. Company shall provide insurance in force on all its vehicles and all persons

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

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

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

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

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

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County:                   **The County of Hidalgo**  
  **Attn: County Judge**  
  **1615 S. Closner, Suite J**  
  **Edinburg, Texas 78539**

If to Company

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

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

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

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

WITNESS our hands in duplicate originals this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

**COUNTY OF HIDALGO**

**ATTEST:**

By: \_\_\_\_\_  
Ramon Garcia, County Judge

\_\_\_\_\_  
Arturo Guajardo, Jr. County Clerk

COMPANY: \_\_\_\_\_

By: \_\_\_\_\_

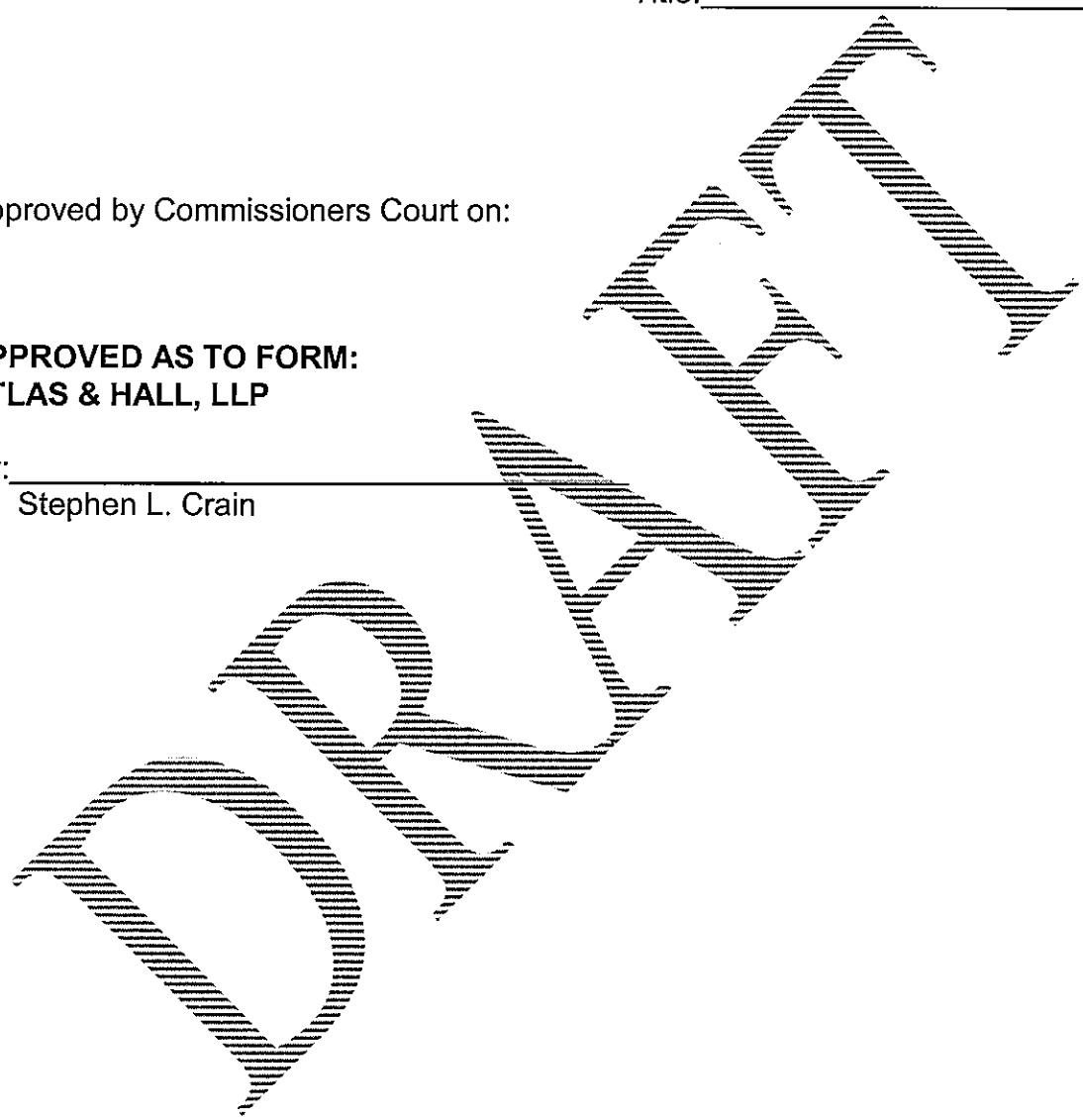
Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Approved by Commissioners Court on:

**APPROVED AS TO FORM:  
ATLAS & HALL, LLP**

By: \_\_\_\_\_  
Stephen L. Crain



# EXHIBIT "A" SPECIFICATIONS



# EXHIBIT "B" VENDOR'S BID



# EXHIBIT "C" INSURANCE REQUIREMENTS

DRAFT

**EXHIBIT "D"**  
**CONFLICT OF INTEREST FORM**  
**(CIQ)**

**DRAFT**

**VENDOR/BIDDER APPLICATION**



# DEBARMENT FORM

DRAFT

# RFB PACKET



AI-24460

8.G.

**Requesting approval of Supplemental No. 1 for WA 6 from R. Gutierrez Engineering  
CC CONSENT**

**Date:** 12/30/2010  
**Submitted By:** Rocio Villarreal, PURCHASING DEPT.  
**Submitted For:** Rocio Villarreal  
**Department:** PURCHASING DEPT.  
**Agenda Category:** Purchasing Department **Sub-category:** Prct. 2

**Information**

**CAPTION**

Requesting approval of Supplemental Agreement No. 1 to Work Authorization No. 6 for current contract with R. Gutierrez Engineering to provide surveying services for a tract of land located on South I Road, to reflect a \$6,000.00 increase to the total project estimated cost, bringing the total estimated project cost to \$8,400.00 C-09-419-10-27

**BACKGROUND**

**Fiscal Impact**

**FISCAL YEAR:** 2010 **ACCT. #:** 0-1200-431-00-122-006-0-719  
**FUNDS AVAILABLE Y/N?:** **MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

account balance is \$6,000.00 for increase in supplemental no.1

Reference PO#643936

**Attachments**

Link: Supplemental No. 1 to WA 6

Link: WA#6

**Form Routing/Status**

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	12/15/2010 05:03 PM	APRV
2	Budget & Management	Erika Zamora	12/16/2010 08:23 AM	APRV
3	Roland Garcia	Rolando Garcia	12/17/2010 03:14 PM	APRV
4	Auditor's Office	Linda Fong	12/17/2010 04:26 PM	APRV

Form Started By: Rocio Villarreal

Started On: 12/15/2010 04:25 PM

Final Approval Date: 12/17/2010



**IN WITNESS WHEREOF**, the ENGINEER and OWNER have caused this Supplemental Agreement to Work Authorization No. 6, for Professional Engineering Services to be executed as of the \_\_\_\_ day of \_\_\_\_\_ 2010.

**R. GUTIERREZ ENGINEERING CORPORATION**

BY:  \_\_\_\_\_  
Ramiro Gutierrez, P.E., President

**HIDALGO COUNTY**

BY: \_\_\_\_\_  
Ramon Garcia, County Judge

ATTEST:

\_\_\_\_\_  
Arturo Guajardo, Jr., County Clerk

**Exhibit D**

**Boundary Survey**

**Estimated Fee**

<b>TASK</b>	<b>COST</b>
<b>Boundary Survey Services Fee</b>	
BOUNDARY SURVEY	\$2,400
PHASE I ESA	\$6,000
<b>TOTAL (Suveying Services Fee)</b>	<b>\$8,400</b>

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## R. Gutierrez Engineering Corporation

December 9, 2010

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

RE: Supplemental Agreement No. 1 to Work Authorization No. 6 – Surveying Services for property located on South I Road  
ENG09.022f

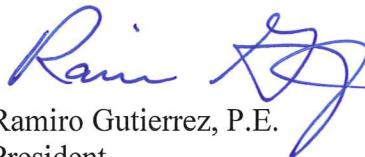
Dear Commissioner Palacios:

Enclosed are two original signature copies of the proposed Supplemental Agreement No. 1 to Work Authorization No. 6 of the 2009 Road & Bridge Contract. This supplemental agreement is to add items of scope to the work and to increase the maximum amount payable on the Work Authorization.

The scope of work is being increased by requiring the preparation of an Environmental Site Assessment. The Phase I ESA will be developed to the standards described in publication ASTM Designation E 1527-05. The Phase I ESA will consist of four components: a records review, a site reconnaissance, interviews and a report. The maximum amount payable under this work authorization will be increased by \$6,000.

If this Supplemental Agreement No. 1 meets your approval, please place it before Commissioners Court for approval and signature. Please return one original signature copy for my files. If you have any questions, please call me so that we may discuss them. You can call me at 956-782-2557 or on my mobile at 956-227-2154.

Sincerely,



Ramiro Gutierrez, P.E.  
President

encl  
cc: Files

Eng 09.0224  
Executed copy  
CC approval 7/20/10

**HIDALGO COUNTY**  
**Professional Engineering Services**  
**Contract # C-09-419-10-27**  
**Work Authorization Form**

**Work Authorization No. 6**

**THIS WORK AUTHORIZATION** is made pursuant to the terms and conditions of Article 1 of the Agreement made by and between the **HIDALGO COUNTY**, acting herein by and through Commissioner's Court, hereinafter called the "**Owner**," and, **R. GUTIERREZ ENGINEERING CORPORATION**, professional engineers of Pharr, Texas, hereinafter called "**Engineer**".

**PART 1. SCOPE OF WORK**

The purpose of this Work Authorization is for the **Engineer** to provide professional surveying services for a Boundary Survey for a tract of land located on south "I" Road.

The scope of services to be provided by the **Owner** is identified in **Attachment 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 **Attachment 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 included in **Attachment D – Proposed Fee**. The actual amount payable for services under this Work Authorization will be in accordance with Article 6.

**PART 3. PAYMENT**

Payment to the **Engineer** for the services established under this Work Authorization shall be made in accordance with Article 9.

**PART 4. FUNDING**

This Work Authorization No. 6 shall be funded through funding source:

Account No. 0-1200-431-00-122-006-0-711

Requisition No. 179604 (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 shall terminate upon completion of the scope of services of the work as provided in Article 4.

**PART 6. RESPONSIBILITIES AND OBLIGATIONS**

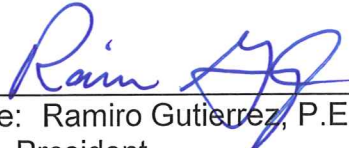
This Authorization does not waive the parties' responsibilities and obligations provided under the Agreement.

**PART 7. ACCEPTANCE AND ACKNOWLEDGEMENT**

This Work Authorization is hereby accepted and acknowledged as indicated below and effective as of \_\_\_ day of \_\_\_\_\_, 2010.


ENGINEER:


R. Gutierrez Engineering Corporation

By:   
Name: Ramiro Gutierrez, P.E.  
Title: President

OWNER:

COUNTY OF HIDALGO

By:   
Name: Hector "Tito" Palacios  
Title: Commissioner Pct. No. 2

By:   
Name: Rene A. Ramirez  
Title: County Judge

**LIST OF ATTACHMENTS**

- EXHIBIT A – Services to be Provided by the Owner
- EXHIBIT B – Services to be Provided by the Engineer
- EXHIBIT C – Work Schedule
- EXHIBIT D – Proposed Fee

**HIDALGO COUNTY**  
**Professional Engineering Services**  
**Contract # C-09-419-10-27**

**Work Authorization No. 6**

**EXHIBIT A**

**Services to be Provided by the Owner**

The following provides an outline of the services to be provided by the **Owner** in the development of the **Project**.

**General**

The **Owner** will provide to the **Engineer** the following:

- (1) Payment for work performed by the **Engineer** and accepted by the **Owner** in accordance with Article 5 and Article 6, both of this Agreement.
- (2) Assistance to the **Engineer**, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies that the **Engineer** cannot easily obtain.
- (3) Provide any available relevant data the **Owner** may have on file concerning the project.
- (4) Provide timely review and decisions in response to the **Engineer's** request for information and/or required submittals and deliverables.
- (5) Attend and participate in progress meetings as required and as coordinated and conducted by the **Engineer**.
- (6) Assist **Engineer** with obtaining permission to enter on properties for the purpose of surveying and engineering investigations for the project.
- (7) Obtain Title Report of property to be surveyed.

**HIDALGO COUNTY**  
**Professional Engineering Services**  
**Contract # C-09-419-10-27**  
**Work Authorization Form**

**Work Authorization No. 6**

**EXHIBIT B**

**Services to be Provided by the Engineer**

The following provides an outline of the services to be provided by the **Engineer** in the development of the **Project**.

The **Engineer** will provide to the **Owner** the following:

**Boundary Survey**

The Engineer will secure written permission to enter private property for the purpose of performing surveying services.

The Engineer, utilizing the services of a Registered Public Land Surveyor, will develop a boundary survey for the Owner to use in acquiring rights to the property. The surveyor will utilize ownership information obtained from an independent contractor or provided by the Owner in developing the boundary survey. The surveyor will perform field surveying to establish the existing boundary lines and easement boundaries. The surveyor will prepare field notes and parcel sketches, signed and sealed by a Registered Professional Land Surveyor, for the property surveyed. The surveyor will perform any necessary revisions to the boundary survey, field notes and parcel sketches as may be required.

**HIDALGO COUNTY**  
**Professional Engineering Services**  
**Contract # C-09-419-10-27**  
**Work Authorization Form**

**Work Authorization No. 6**

**EXHIBIT C**  
**Work Schedule**

The schedule for the work in this Work Authorization shall commence on the date of execution of this Work Authorization and continue for:

(1) a period which may reasonably be required for performing the boundary surveying services called for as described in Exhibit B of this Work Authorization including any extra work and any required additions thereto; or

(2) a period extending 12 months after the completion of the services called for as described in Exhibit B of this Work Authorization.

The final acceptance by the Owner of each phase of work on the Project shall serve as evidence of completion of that phase of work on the Project.

Exhibit D

Boundary Survey

Estimated Fee

TASK	COST
<b>Boundary Survey Services Fee</b>	
BOUNDARY SURVEY	\$2,400
<b>TOTAL (Suveying Services Fee)</b>	<b>\$2,400</b>

**CCM 7/20/2010 #20/C/2/AI-22047****COUNTY AUDITORS PROCESSING PROCEDURES INCLUDING AUTHORITY FOR COUNTY TREASURER TO ISSUE PAYMENT(S)/CHECK(S).****A. Hidalgo County**

1. **Current inter-local(s) and/or contract(s) for the "Housing of Inmates"**
2. **Presentation for discussion, consideration and action**  
Including, but not limited to, the following items in connection with New Adult Detention Center:
  - a) Detention Facility Law Enforcement Center Design- Build Contract with including action regarding Landmark Application for payment, final punch list and release of retainage
  - b) Construction of additional pod(s)
  - c) Selection and engagement of an architect for the construction of additional pods
3. Presentation for discussion, consideration and action (if necessary) including, but not limited to the following:
  - a) Renovations of administration building
  - b) Other ongoing county owned building construction, renovation repair projects
  - c) Emergency situations occurring since last agenda meeting
4. **AI-22027** Auditor's Office & Budget & Management- Worker's Comp. Division  
Acceptance and approval of the final negotiated contract with the number one ranked vendor "Lewis & Ellis, Inc. Actuaries & Consultants" for -Hidalgo County-Actuarial Consulting Services for Part I-GASB 43 and/or GASB 45 OPEB Valuation Analysis and Part II-Health Benefits Reserve Analysis-RFP No. 2010-026-05-12-SMA
5. **AI-22013** Pursuant to Article 14 of the current lease agreement between Hidalgo County and Edinburg Real Estate Network, discussion and applicable action in connection with exercising County's Option to Purchase by giving notice to Lessor through a completed and executed Earnest Money Contract (form approved as Exhibit "C" in original Lease Agreement-attached hereto) for the price of \$2,850,000.00 less any Base Rent paid through closing (as defined in Purchase Contract/Earnest Money Contract).
6. **AI-21692** Action to award bid and approval of contract to the vendor meeting all specifications and/or requirements as attached hereto for: "Hidalgo County-Tire Disposal Services" Bid No.: 2010-130-05-19-SMA

**B. Pct. 1**

1. **AI-22034** a. Requesting approval of a professional service agreement with J.E. Saenz & Associates, Inc. for the provision of engineering services for Hidalgo County Pct. #1 project titled: Mile 17 N. between FM 1015 & Mile 5 W./ FM 88 as approved through CC 06/08/10 on AI#21458; and  
b. Requesting acceptance and approval of Work Authorization #1-Professional Engineering Services for Preliminary Design and Construction Phase Services for Phase I of Mile 17 Road from FM 1015 West to Mile 4 (Yellow Jacket Drive) in the amount of \$182,005.83.
2. **AI-22069** Requesting approval to issue payment of \$200.00 to Texas Commission on Environmental Quality in order to complete the correct amount of fee of \$515.00 in connection with renewal of TCEQ Domestic Waste Water Permit Application for Precinct #1's Delta Lake Park WWTF-Regulated Entity #RN101917748 (as previously approved and authorized by CC on 6-15-10 through PO #641455-\$315.00) with authority for County Treasurer to issue a manual check, if necessary, to comply with time sensitive deadline after completion of County Auditor's review and processing procedures.

**C. Pct. 2**

1. **AI-21731** Recommending award of bids and approval of contract documents to lowest multiple bidders meeting all specifications and/or requirements as attached hereto for: Hidalgo County Precinct No. 2-Hauling Services for All Road Materials RFB No.: 2010-132-05-26-SMA
2. **AI-22047** Acceptance and approval of Work Authorization No.6 from R. Gutierrez Engineering Corporation, (#C-09-419-10-27), with estimated fee of \$2,400.00 to provide surveying services for tract of land located on South "I" Road.
3. **AI-22061** a. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A) (4) a professional service/engineering services;

AI-24560

8.H.

**Invoice Payment-Dos Land Surveying-Pct. 1 20M of Drainage Ditch WA #5  
CC CONSENT**

Date: 12/30/2010  
Submitted By: Vangie Garcia, PURCHASING DEPT.  
Submitted For: Marty Salazar  
Department: PURCHASING DEPT.  
Agenda Category: Purchasing Department

Information

CAPTION

Acceptance and approval of payment for the following invoices with Dos Land Surveying-Contract No. C-08-225-09-09-PO#619537 amid Work Authorization #5 for surveying services in Precinct No.1 as follows:

Inv. #5.09-11/1/10-Right of Way Parcels-Ditch 7 & 60HB1 (45 Parcels)-\$112,500.00;

Inv. #6.09-11/30/10-Right of Way Parcels-Ditch 18B (26 Parcels)-\$65,000.00;

Inv. #7.09-12/16/10-Right of Way Parcels-Ditch 60H (24 Parcels)-\$60,000.00.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1339-431-00-121-056-0-733  
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

PO #363251 for Dos Land Surveying; Amount available as of 12-22-10 \$620,000.00 in relation to surveying services for 20 Miles of Drainage Ditch, WA #5.

Attachments

Link: [Invoice Documentation](#)

Link: [Correspondence](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	12/22/2010 02:18 PM	APRV
2	Budget & Management	Erika Zamora	12/22/2010 02:31 PM	APRV
3	Ivan Cantu	Ivan Cantu	12/22/2010 03:10 PM	APRV
4	Auditor's Office	Linda Fong	12/22/2010 03:49 PM	APRV
Form Started By: Vangie Garcia			Started On: 12/22/2010 08:01 AM	
Final Approval Date: 12/22/2010				



INVOICE

1002 E. Exp. 83  
 Weslaco, Texas 78596  
 956-969-4183

**Attention: Eddie Gonzalez**  
 Hidalgo County Pct. 1  
 1902 Joe Stevens Avenue  
 Weslaco, Texas 78596  
 956-968-8733

**DATE:** November 1, 2010  
**INVOICE #** 5.09

DESCRIPTION	CONTRACT AMOUNT	PAID TO DATE	CURRENT AMOUNT DUE	% Complete	% Remaining
				40%	60%
				PREVIOUS AMOUNT DUE	REMAINING BALANCE
Right of Way Surveying to include Meets and Bounds					
Right of Way Parcels- Ditch 7 & 6OHB1 45 Parcels	\$ 770,000.00	\$ 150,000.00	\$ 112,500.00	\$47,500.00	460,000.00
	\$ 770,000.00	\$ 150,000.00			
<b>TOTAL</b>				\$	<b>160,000.00</b>

Make all checks payable to Dos Land Surveying

**THANK YOU FOR YOUR BUSINESS!**



INVOICE

1002 E. Exp. 83  
 Weslaco, Texas 78596  
 956-969-4183

**Attention: Eddie Gonzalez**

**Bill To:**  
 Hidalgo County Pct. 1  
 1902 Joe Stevens Avenue  
 Weslaco, Texas 78596  
 956-968-8733

**DATE:** November 30, 2010  
**INVOICE #** 6.09

DESCRIPTION	CONTRACT AMOUNT	PAID TO DATE	CURRENT AMOUNT DUE	% Complete	% Remaining
				49%	51%
				PREVIOUS AMOUNT DUE	REMAINING BALANCE
Right of Way Surveying to include Meets and Bounds					
Right of Way Parcels-Ditch 18B 26	\$ 770,000.00	\$ 150,000.00	\$ 65,000.00	\$160,000.00	395,000.00
	\$ 770,000.00	\$ 150,000.00			
<b>TOTAL</b>				\$ 225,000.00	

Make all checks payable to Dos Land Surveying

**THANK YOU FOR YOUR BUSINESS!**



# INVOICE

1002 E. Exp. 83  
 Weslaco, Texas 78596  
 956-969-4183

**Attention: Eddie Gonzalez**

**Bill To:**  
 Hidalgo County Pct. 1  
 1902 Joe Stevens Avenue  
 Weslaco, Texas 78596  
 956-968-8733

**DATE:** December 16, 2010  
**INVOICE #** 7.09

DESCRIPTION	CONTRACT AMOUNT	PAID TO DATE	CURRENT AMOUNT DUE	% Complete		REMAINING BALANCE
				56%	44%	
Right of Way Surveying to include Meets and Bounds						
Right of Way Parcels-Ditch 6OH						
24	\$ 770,000.00	\$ 150,000.00	\$ 60,000.00	\$225,000.00		335,000.00
	\$ 770,000.00	\$ 150,000.00				
<b>TOTAL</b>				\$	<b>285,000.00</b>	

Make all checks payable to Dos Land Surveying

**THANK YOU FOR YOUR BUSINESS!**

## Evangelina Garcia

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**From:** Joann Gonzalez [joann.gonzalez@co.hidalgo.tx.us]  
**Sent:** Tuesday, December 21, 2010 6:47 PM  
**To:** evangelina.garcia@co.hidalgo.tx.us  
**Cc:** 'Joel Quintanilla'; eduardoz.gonzalez@co.hidalgo.tx.us; Luis Z. Garza  
**Subject:** DOS Land  
**Attachments:** Dos Land.pdf

Hello Vangie,

In reference to our conversation this afternoon and with direction from Commissioner Quintanilla I am requesting we place these invoices on the Commissioners' Court for Thursday, December 30, 2010. We talked about contract and funding is in place. These invoices were given to Mr. Eddy Gonzalez and I received them today in my office. Please let me know if you may need any additional documentation so we can call Mike at Dos. I will upon the approval from court and Commissioner Quintanilla turn in hard copies to Lupita to process for payment next week. If you have any questions please call or email me and I will be glad to assist any way that I can. Thank you for explaining process to me so I can understand for future invoices or projects.

Sincerely,

*Joann Gonzalez*

Accounts Payable Clerk  
Hidalgo County Precinct One  
1902 Joe Stephens Ave, Ste. 101  
Weslaco, Texas 78596  
Phone: 956-973-7815  
Fax: 956-973-7853  
Email: [joann.gonzalez@co.hidalgo.tx.us](mailto:joann.gonzalez@co.hidalgo.tx.us)



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**AI-24583**

**8.I.**

**Requesting Payment -Application No. 12 & 13 (Partial Retainage) For Pct # 2  
CC CONSENT**

Date: 12/30/2010  
Submitted By: Nielda Cavazos, PURCHASING DEPT.  
Submitted For: Nielda Cavazos  
Department: PURCHASING DEPT.  
Agenda Category: Purchasing Department

**Information**

**CAPTION**

1. Approval of Request for Payment-Application No.12 in the amount of \$ 498,791.80 from D. Wilson Construction Co. awarded for the "New Administration Office for Hidalgo County Pct # 2 and Other County Offices", and as certified for payment by project architect, VA- Architecture-#C-09-037C-11-07;
2. Approval of Request for Payment-Application No. 13 (Partial Retainage) in the amount of \$126,121.72 from D. Wilson Co., awarded contractor for the "New Administration Office for Hidalgo County Pct # 2 and Other County Offices", and as certified for payment by project architect, VA Architecture-#C-09-037c-11-07.

**BACKGROUND**

**Fiscal Impact**

FISCAL YEAR: 2010	ACCT. #: 0-1334-xxx-xx-122-0xx-o-xxx
FUNDS AVAILABLE Y/N?:	MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:	

**Attachments**

Link: [Payment 12](#)  
Link: [Retainage Par](#)

**Form Routing/Status**

<b>Route Seq</b>	<b>Inbox</b>	<b>Approved By</b>	<b>Date</b>	<b>Status</b>
1	Purchasing Department (Originator)	Marty Salazar	12/22/2010 03:39 PM	APRV
2	Budget & Management	Erika Zamora	12/22/2010 04:18 PM	APRV
3	Roland Garcia	Rolando Garcia	12/22/2010 04:41 PM	APRV
4	Auditor's Office		12/27/2010 08:23 AM	NEW
Form Started By: Nielda Cavazos			Started On: 12/22/2010 03:14 PM	
Final Approval Date: 12/27/2010				

**AI-24482****16.0.0.****Requesting Payment-Application No.12 & #13 (Partial Retainage)****CC CONSENT**

Date: 12/21/2010  
 Submitted By: Yolanda Cisneros, COMM. PCT. #2  
 Submitted For: Yolanda Cisneros  
 Department: COMM. PCT. #2  
 Agenda Category: Purchasing Department

## Information

## CAPTION

## Pct. #2:

A. Approval of Request for Payment-Application No. 12 in the amount of \$498,792.08 from D. Wilson Construction Co. awarded contractor for the, "New Administration Office for Hidalgo County Pct. #2 and Other County Offices", and as certified for payment by project architect, VA Architecture; #C-09-037C-11-07;

B. Approval of Request for Payment-Application No. 13 (Partial Retainage) in the amount of \$126,121.72 from D. Wilson Construction Co. awarded contractor for the, "New Administration Office for Hidalgo County Pct. #2 and Other County Offices", and as certified for payment by project architect, VA Architecture; #C-09-037C-11-07.

## BACKGROUND

PO #636479

## Fiscal Impact

FISCAL YEAR: 2010	ACCT. #: 0-1334-XXX-XX-122-0XX-0-XXX
FUNDS AVAILABLE Y/N?: Y	MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:	
Upon PO classification.	

FISCAL YEAR: 2010	ACCT. #: 0-133X-XXX-XX-122-0XX-0-XXX
FUNDS AVAILABLE Y/N?: y	MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:	

FISCAL YEAR: 2010	ACCT. #: 0-1287-466-00-122-0XX-3-XXX
FUNDS AVAILABLE Y/N?: Y	MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:	
EECDBG ACCOUNT- UPON PO CLASSIFICATION	

## Attachments

Link: [Payment No. 12](#)

Link: [Partial Retainage](#)

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### Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
	(Originator)	Yolanda Cisneros	12/16/2010 02:03 PM	CREATED
1	Purchasing Department	Marty Salazar	12/16/2010 02:39 PM	APRV
2	Budget & Management	Erika Zamora	12/16/2010 02:40 PM	APRV
3	Roland Garcia			PEND
4	Auditor's Office			

Form Started By: Yolanda Cisneros      Started On: 12/16/2010 02:03 PM

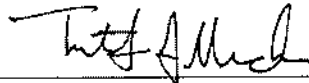
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**APPLICATIONS FOR  
PAYMENT CERTIFICATION**

## § 9.3 APPLICATIONS FOR PAYMENT

In accordance with § 9.3.1 of AIA Document A201, General Conditions of the Contract for Construction, D. Wilson Construction Company certifies that there are no known mechanics', materialman's, or laborers' liens or claims, or any other liens or claims, legal or equitable, contractual, statutory, or constitutional, outstanding or known to exist at the date of this Application; all due and payable bills with respect to the Work have been paid to date or are included in the amount requested in the Application #12 and there is no known basis for the filing of any mechanics', materialman's or laborers' lien or claim, or any other lien or claim, legal or equitable, contractual, statutory, or constitutional on the Work; and waivers and releases from all Subcontractors, laborers, and material men for Work done and materials furnished have been obtained in such form as to constitute an effective waiver and release of all such liens and claims under the laws of the state within which the Project is located and shall be delivered to the Architect together with Contractor's waiver and release of liens and claims at the time of submission of the Application for Payment.

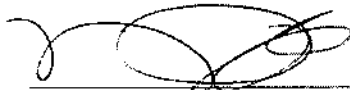
### D. WILSON CONSTRUCTION COMPANY



\_\_\_\_\_  
Timothy J. Mickunas, Secretary/Treasurer

This instrument was acknowledged before me, the undersigned authority by Timothy J. Mickunas on the 8th day of December, 2010.

NOTARY PUBLIC  
STATE OF TEXAS  
COMMISSION EXPIRES 06/08/11



\_\_\_\_\_  
Notary Public for the State of Texas  
My Commission Expires: 06/08/11

**SUBCONTRACTOR'S / SUPPLIER'S  
AFFIDAVIT AND PARTIAL  
WAIVER OF LIEN**

**SUBCONTRACTOR'S  
AFFIDAVIT AND PARTIAL WAIVER OF LIEN # \_\_\_\_\_**

**THE STATE OF TEXAS      COUNTY OF Cameron**

BEFORE ME, the undersigned authority, on this day personally appeared, J. Matthew Eckert, who being duly sworn, upon his/her oath, declares and acknowledges as follows:

1. I am a duly authorized of A.A.E. Manufacturing Co., Inc. (the "Subcontractor/Materialmen")
2. Pursuant to an agreement between D. Wilson Construction Company and the Subcontractor/Materialmen, materials have been supplied and/or labor has been performed in connection the construction of the project upon certain real property owned by the Owner in Hidalgo County, Texas. Said project are more particularly described as New Hidalgo County Pct. 2 Administration Offices, Pharr, Texas.
3. In consideration of and conditioned upon receipt of payment through \_\_\_\_\_ from D. Wilson Construction Company, Subcontractor /Materialmen hereby waives and releases any and all liens, rights and interests under the construction and statutes of the State of Texas, for any labor and/or materials supplied to the Project, as of the date stated above.

EXECUTED this 19th day of November, 2010.

By: [Signature]  
J. Matthew Eckert  
Title: President

SUBSCRIBED AND SWORN TO before me by the said J. Matthew Eckert of A.A.E. Manufacturing Co., Inc. this day of November 19th 2010, to certify which witness my hand and seal of office.

Seal: NOTARY PUBLIC in and for Cameron County, The State of Texas

[Signature]

My Commission Expires on: 07-13-2014



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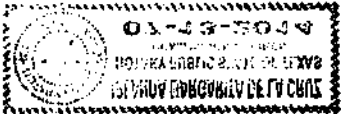
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**SUBCONTRACTOR'S  
AFFIDAVIT AND PARTIAL WAIVER OF LIEN # 1**

**THE STATE OF TEXAS      COUNTY OF Hidalgo**

BEFORE ME, the undersigned authority, on this day personally appeared, Ignacio Taboada, who being duly sworn, upon his/her oath, declares and acknowledges as follows:

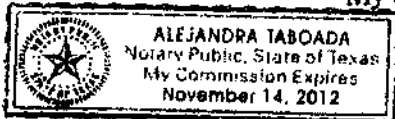
1. I am a duly authorized of Aerodynamics Inspecting of Texas (the "Subcontractor/Materialmen")
2. Pursuant to an agreement between D. Wilson Construction Company and the Subcontractor/Materialmen, materials have been supplied and/or labor has been performed in connection the construction of the project upon certain real property owned by the Owner in Hidalgo County, Texas. Said project are more particularly described as New Hidalgo County Pct. 2 Administration Offices, Pharr, Texas.
3. In consideration of and conditioned upon receipt of payment through 11-16-10 from D. Wilson Construction Company, Subcontractor /Materialmen hereby waives and releases any and all liens, rights and interests under the construction and statutes of the State of Texas, for any labor and/or materials supplied to the Project, as of the date stated above.

EXECUTED this 16<sup>th</sup> day of November, 2010

By: [Signature]  
Title: TBE

SUBSCRIBED AND SWORN TO before me by the said \_\_\_\_\_ of \_\_\_\_\_ this day of November 16, 2010, to certify which witness my hand and seal of office.

Seal:                      NOTARY PUBLIC in and for Hidalgo County, The State of Texas  
[Signature]      11-14-2012  
My Commission Expires on:



**SUBCONTRACTOR'S  
AFFIDAVIT AND PARTIAL WAIVER OF LIEN # 4**

**THE STATE OF TEXAS      COUNTY OF Tarrant**

BEFORE ME, the undersigned authority, on this day personally appeared, Craig Carter, who being duly sworn, upon his/her oath, declares and acknowledges as follows:

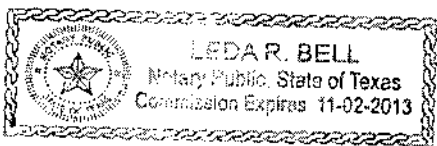
1. I am a duly authorized of American Door Products (the "Subcontractor/Materialmen")
2. Pursuant to an agreement between D. Wilson Construction Company and the Subcontractor/Materialmen, materials have been supplied and/or labor has been performed in connection the construction of the project upon certain real property owned by the Owner in Hidalgo County, Texas. Said project are more particularly described as New Hidalgo County Pct. 2 Administration Offices, Pharr, Texas.
3. In consideration of and conditioned upon receipt of payment through 11-12-10 from D. Wilson Construction Company, Subcontractor /Materialmen hereby waives and releases any and all liens, rights and interests under the construction and statutes of the State of Texas, for any labor and/or materials supplied to the Project, as of the date stated above.

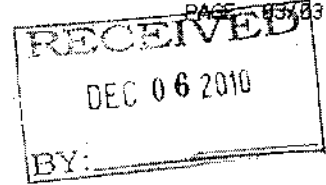
EXECUTED this 12 day of Nov, 20 10

By: [Signature] **CRAIG CARTER  
OPERATIONS MANAGER**  
Title: \_\_\_\_\_

SUBSCRIBED AND SWORN TO before me by the said Craig Carter of American Door Products this day of Nov 12, 20 10, to certify which witness my hand and seal of office.

Seal:                      NOTARY PUBLIC in and for                      County, The State of Tx  
[Signature]  
My Commission Expires on:





**SUBCONTRACTOR'S  
AFFIDAVIT AND PARTIAL WAIVER OF LIEN # 11**

**THE STATE OF TEXAS      COUNTY OF Hidalgo**

BEFORE ME, the undersigned authority, on this day personally appeared, Sandra  
Martinez, who being duly sworn, upon his/her oath, declares and acknowledges as follows:

1. I am a duly authorized of Cantus Plumbing Inc  
(the "Subcontractor/Materialmen")
2. Pursuant to an agreement between D. Wilson Construction Company and  
the Subcontractor/Materialmen, materials have been supplied and/or labor  
has been performed in connection the construction of the project upon  
certain real property owned by the Owner in Hidalgo County, Texas. Said  
project are more particularly described as New Hidalgo County Pct. 2  
Administration Offices, Pharr, Texas.
3. In consideration of and conditioned upon receipt of payment through  
11/25/10 from D. Wilson Construction Company, Subcontractor  
/Materialmen hereby waives and releases any and all liens, rights and interests  
under the construction and statutes of the State of Texas, for any labor  
and/or materials supplied to the Project, as of the date stated above.

EXECUTED this 25<sup>th</sup> day of November, 2010

By: Sandra Martinez  
Title: Vice President

SUBSCRIBED AND SWORN TO before me by the said Vice President of  
Cantus Plumbing Inc this day of November 25  
20 10, to certify which witness my hand and seal of office.

Seal:                      NOTARY PUBLIC in and for Hidalgo County, The State of Texas



[Signature]  
My Commission Expires on: 2.06.12

**SUBCONTRACTOR'S  
AFFIDAVIT AND PARTIAL WAIVER OF LIEN # 5**

**THE STATE OF TEXAS      COUNTY OF Hidalgo**

BEFORE ME, the undersigned authority, on this day personally appeared, Rodrigo  
Carza, who being duly sworn, upon his/her oath, declares and acknowledges as follows:

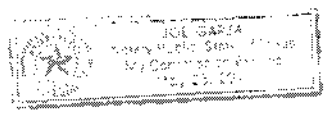
1. I am a duly authorized of Elite Innovations LLC  
(the "Subcontractor/Materialmen")
2. Pursuant to an agreement between D. Wilson Construction Company and  
the Subcontractor/Materialmen, materials have been supplied and/or labor  
has been performed in connection the construction of the project upon  
certain real property owned by the Owner in Hidalgo County, Texas. Said  
project are more particularly described as New Hidalgo County Pct. 2  
Administration Offices, Pharr, Texas.
3. In consideration of and conditioned upon receipt of payment through  
\_\_\_\_\_ from D. Wilson Construction Company, Subcontractor  
/Materialmen hereby waives and releases any and all liens, rights and interests  
under the construction and statutes of the State of Texas, for any labor  
and/or materials supplied to the Project, as of the date stated above.

EXECUTED this 24<sup>th</sup> day of September, 2012

By: Rodrigo Carza  
Title: Office Manager

SUBSCRIBED AND SWORN TO before me by the said \_\_\_\_\_ of  
\_\_\_\_\_ this day of September  
2012, to certify which witness my hand and seal of office.

Seal: \_\_\_\_\_ NOTARY PUBLIC in and for \_\_\_\_\_ County, The State of \_\_\_\_\_  
My Commission Expires on: \_\_\_\_\_



**SUBCONTRACTOR'S  
AFFIDAVIT AND PARTIAL WAIVER OF LIEN # 1**

**THE STATE OF TEXAS**                      **COUNTY OF** Hidalgo

BEFORE ME, the undersigned authority, on this day personally appeared, Jimmie C Hatfield, who being duly sworn, upon his/her oath, declares and acknowledges as follows:

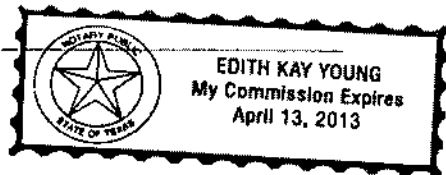
1. I am a duly authorized of Expertine Specialty Co  
(the "Subcontractor/Materialmen")
2. Pursuant to an agreement between D. Wilson Construction Company and the Subcontractor/Materialmen, materials have been supplied and/or labor has been performed in connection the construction of the project upon certain real property owned by the Owner in Hidalgo County, Texas. Said project are more particularly described as **New Hidalgo County Pct. 2 Administration Offices, Pharr, Texas.**
3. In consideration of and conditioned upon receipt of payment through 11/25/10 from D. Wilson Construction Company, Subcontractor /Materialmen hereby waives and releases any and all liens, rights and interests under the construction and statutes of the State of Texas, for any labor and/or materials supplied to the Project, as of the date stated above.

EXECUTED this 6 day of December, 20 10  
By: Jimmie C Hatfield  
Title: Owner

SUBSCRIBED AND SWORN TO before me by the said Jimmie C Hatfield of Expertine Specialty Co this day of Dec 6th, 20 10, to certify which witness my hand and seal of office.

Seal:                      NOTARY PUBLIC in and for                      County, The State of

Edith Kay Young  
My Commission Expires on:



APR 13 2013  
My Commission Expires  
EDITH KAY ADAMS



**SUBCONTRACTOR'S  
AFFIDAVIT AND PARTIAL WAIVER OF LIEN # 2**

**THE STATE OF TEXAS      COUNTY OF Hidalgo**

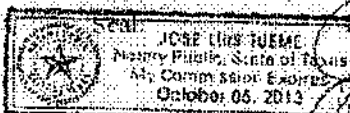
BEFORE ME, the undersigned authority, on this day personally appeared, Excel Applicators, Inc, who being duly sworn, upon his/her oath, declares and acknowledges as follows:

1. I am a duly authorized of Excel Applicators, Inc (the "Subcontractor/Materialmen")
2. Pursuant to an agreement between D. Wilson Construction Company and the Subcontractor/Materialmen, materials have been supplied and/or labor has been performed in connection the construction of the project upon certain real property owned by the Owner in Hidalgo County, Texas. Said project are more particularly described as New Hidalgo County Pct. 2 Administration Offices, Pharr, Texas.
3. In consideration of and conditioned upon receipt of payment through November 22, 2010 from D. Wilson Construction Company, Subcontractor/Materialmen hereby waives and releases any and all liens, rights and interests under the construction and statutes of the State of Texas, for any labor and/or materials supplied to the Project, as of the date stated above.

EXECUTED this 22 day of November, 2010

By: [Signature]  
Title: PRESIDENT

SUBSCRIBED AND SWORN TO before me by the said \_\_\_\_\_ of \_\_\_\_\_ this day of 22 November, 2010, to certify which witness my hand and seal of office.



NOTARY PUBLIC and for \_\_\_\_\_ County, The State of \_\_\_\_\_

[Signature]  
My Commission Expires on: 10-5-13

**SUBCONTRACTOR'S  
AFFIDAVIT AND PARTIAL WAIVER OF LIEN # 5**

**THE STATE OF TEXAS COUNTY OF Hidalgo**

BEFORE ME, the undersigned authority, on this day personally appeared, Martha S. Flores  
who being duly sworn, upon his/her oath, declares and acknowledges as follows:

1. I am a duly authorized of Flores Professional Painting & Pressure Washing  
(the "Subcontractor/Materialmen")
2. Pursuant to an agreement between D. Wilson Construction Company and the Subcontractor/Materialmen, materials have been supplied and/or labor has been performed in connection the construction of the project upon certain real property owned by the Owner in Hidalgo County, Texas. Said project are more particularly described as New Hidalgo County Pct. 2 Administration Offices, Pharr, Texas.
3. In consideration of and conditioned upon receipt of payment through 11-20-10 from D. Wilson Construction Company, Subcontractor /Materialmen hereby waives and releases any and all liens, rights and interests under the construction and statutes of the State of Texas, for any labor and/or materials supplied to the Project, as of the date stated above.

EXECUTED this 17<sup>th</sup> day of November, 20 10

By: [Signature]  
Title: Owner

SUBSCRIBED AND SWORN TO before me by the said Martha S. Flores of Flores Professional Painting & Pressure Washing this day of 17<sup>th</sup> day of November 20 10, to certify which witness my hand and seal of office.

Seal: NOTARY PUBLIC in and for Hidalgo County, The State of Texas  
Lillian D. Flores  
My Commission Expires on: July 15, 2012



**SUBCONTRACTOR'S  
AFFIDAVIT AND PARTIAL WAIVER OF LIEN # 4**

**THE STATE OF TEXAS                      COUNTY OF Hidalgo**

BEFORE ME, the undersigned authority, on this day personally appeared, Michael Schrock  
\_\_\_\_\_, who being duly sworn, upon his/her oath, declares and acknowledges as follows:

1. I am a duly authorized of Lifetime Industries, Inc.  
(the "Subcontractor/Materialmen")
2. Pursuant to an agreement between D. Wilson Construction Company and the Subcontractor/Materialmen, materials have been supplied and/or labor has been performed in connection the construction of the project upon certain real property owned by the Owner in Hidalgo County, Texas. Said project are more particularly described as New Hidalgo County Pct. 2 Administration Offices, Pharr, Texas.
3. In consideration of and conditioned upon receipt of payment through 11-18-10 from D. Wilson Construction Company, Subcontractor /Materialmen hereby waives and releases any and all liens, rights and interests under the construction and statutes of the State of Texas, for any labor and/or materials supplied to the Project, as of the date stated above.

EXECUTED this 18th day of November, 2010

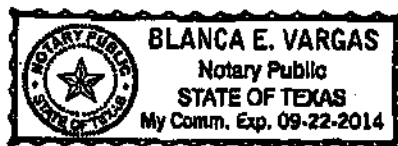
By: \_\_\_\_\_

Title: Vice President

SUBSCRIBED AND SWORN TO before me by the said Michael Schrock of Lifetime Industries, Inc. this day of November, 2010, to certify which witness my hand and seal of office.

Seal:                      NOTARY PUBLIC in and for Hidalgo County, The State of Texas

Blanca E. Vargas  
My Commission Expires on: 09-22-2014



**SUBCONTRACTOR'S  
AFFIDAVIT AND PARTIAL WAIVER OF LIEN # L**

**THE STATE OF TEXAS      COUNTY OF Hidalgo**

BEFORE ME, the undersigned authority, on this day personally appeared, Luis Bailon, who being duly sworn, upon his/her oath, declares and acknowledges as follows:

1. I am a duly authorized of PRO CONSTRUCTION! (the "Subcontractor/Materialmen")
2. Pursuant to an agreement between D. Wilson Construction Company and the Subcontractor/Materialmen, materials have been supplied and/or labor has been performed in connection the construction of the project upon certain real property owned by the Owner in Hidalgo County, Texas. Said project are more particularly described as **New Hidalgo County Pct. 2 Administration Offices, Pharr, Texas.**
3. In consideration of and conditioned upon receipt of payment through Nov. 25 2010 from D. Wilson Construction Company, Subcontractor /Materialmen hereby waives and releases any and all liens, rights and interests under the construction and statutes of the State of Texas, for any labor and/or materials supplied to the Project, as of the date stated above.

EXECUTED this 07 day of Nov, 2010.

By: [Signature]  
Title: OWNER

SUBSCRIBED AND SWORN TO before me by the said Luis Bailon of PRO Construction this day of 8<sup>th</sup> of December, 2010, to certify which witness my hand and seal of office.

Seal: NOTARY PUBLIC in and for Hidalgo County, The State of Texas  
[Signature]  
My Commission Expires on:

**SUBCONTRACTOR'S  
AFFIDAVIT AND PARTIAL WAIVER OF LIEN # 7**

**THE STATE OF TEXAS      COUNTY OF CAMERON**

BEFORE ME, the undersigned authority, on this day personally appeared Evelyn Montemayor, who being duly sworn, upon his/her oath, declares and acknowledges as follows:

1. I am a duly authorized of Sechrist-Hall Company (the "Subcontractor/Materialmen")
2. Pursuant to an agreement between D. Wilson Construction Company and the Subcontractor/Materialmen, materials have been supplied and/or labor has been performed in connection the construction of the project upon certain real property owned by the Owner in Hidalgo County, Texas. Said project are more particularly described as New Hidalgo County Pct. 2 Administration Offices, Pharr, Texas.
3. In consideration of and conditioned upon receipt of payment through 11-20-10 from D. Wilson Construction Company, Subcontractor /Materialmen hereby waives and releases any and all liens, rights and interests under the construction and statutes of the State of Texas, for any labor and/or materials supplied to the Project, as of the date stated above.

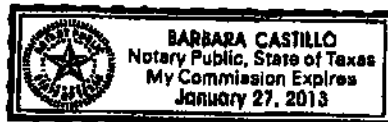
EXECUTED this 22nd day of November, 20 10

By: Evelyn Montemayor  
Title: Assistant Corporate Secretary

SUBSCRIBED AND SWORN TO before me by the said Evelyn Montemayor of Sechrist-Hall Company this day of 22nd, November 20 10, to certify which witness my hand and seal of office.

Seal: NOTARY PUBLIC in and for \_\_\_\_\_ County, The State of \_\_\_\_\_

Barbara Castillo  
My Commission Expires on:



**SUBCONTRACTOR'S  
AFFIDAVIT AND PARTIAL WAIVER OF LIEN # 4**

**THE STATE OF TEXAS      COUNTY OF Hidalgo**

BEFORE ME, the undersigned authority, on this day personally appeared, Israel Ortiz  
who being duly sworn, upon his/her oath, declares and acknowledges as follows:

1. I am a duly authorized of Sol Technologies LLC  
(the "Subcontractor/Materialmen")
2. Pursuant to an agreement between D. Wilson Construction Company and the Subcontractor/Materialmen, materials have been supplied and/or labor has been performed in connection the construction of the project upon certain real property owned by the Owner in Hidalgo County, Texas. Said project are more particularly described as New Hidalgo County Pct. 2 Administration Offices, Pharr, Texas.
3. In consideration of and conditioned upon receipt of payment through 11-19-10 from D. Wilson Construction Company, Subcontractor /Materialmen hereby waives and releases any and all liens, rights and interests under the construction and statutes of the State of Texas, for any labor and/or materials supplied to the Project, as of the date stated above.

EXECUTED this 18 day of November, 2010.

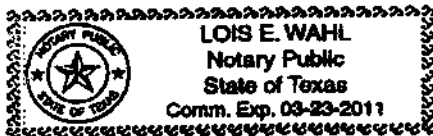
By: Israel Ortiz Israel O

Title: Treasurer

SUBSCRIBED AND SWORN TO before me by the said Israel Ortiz of Sol Technologies LLC this day of November, 2010, to certify which witness my hand and seal of office. 18th

Seal: NOTARY PUBLIC in and for Hidalgo County, The State of Texas

Lois E. Wahl  
My Commission Expires on: 03-23-2011



**SUBCONTRACTOR'S  
AFFIDAVIT AND PARTIAL WAIVER OF LIEN # \_\_\_\_\_**

**THE STATE OF TEXAS      COUNTY OF BEXAR**

BEFORE ME, the undersigned authority, on this day personally appeared, Colette C. Willis, who being duly sworn, upon his/her oath, declares and acknowledges as follows:

1. I am a duly authorized of T. H. Willis Company, Inc. (the "Subcontractor/Materialmen")
2. Pursuant to an agreement between D. Wilson Construction Company and the Subcontractor/Materialmen, materials have been supplied and/or labor has been performed in connection the construction of the project upon certain real property owned by the Owner in Hidalgo County, Texas. Said project are more particularly described as New Hidalgo County Pct. 2 Administration Offices, Pharr, Texas.
3. In consideration of and conditioned upon receipt of payment through 11-2-10 from D. Wilson Construction Company, Subcontractor /Materialmen hereby waives and releases any and all liens, rights and interests under the construction and statutes of the State of Texas, for any labor and/or materials supplied to the Project, as of the date stated above.

EXECUTED this 2<sup>nd</sup> day of November, 2010.

By: Colette C. Willis

Title: president

SUBSCRIBED AND SWORN TO before me by the said Colette C. Willis of T.H. Willis Co. Inc. this day of 2 November 2, 2010, to certify which witness my hand and seal of office.

Seal:                      NOTARY PUBLIC in and for Bexar County, The State of TEXAS

Katherine G. Willis  
My Commission Expires on: 8-7-14



**SUBCONTRACTOR'S  
AFFIDAVIT AND PARTIAL WAIVER OF LIEN # 11**

**THE STATE OF TEXAS** COUNTY OF Hidalgo

BEFORE ME, the undersigned authority, on this day personally appeared, Juan Ortiz  
who being duly sworn, upon his/her oath, declares and acknowledges as follows:

1. I am a duly authorized of Zitro Electric LLC  
(the "Subcontractor/Materialmen")
2. Pursuant to an agreement between D. Wilson Construction Company and the Subcontractor/Materialmen, materials have been supplied and/or labor has been performed in connection the construction of the project upon certain real property owned by the Owner in Hidalgo County, Texas. Said project are more particularly described as New Hidalgo County Pet. 2 Administration Offices, Pharr, Texas.
3. In consideration of and conditioned upon receipt of payment through Nov. 19 2010 from D. Wilson Construction Company, Subcontractor /Materialmen hereby waives and releases any and all liens, rights and interests under the construction and statutes of the State of Texas, for any labor and/or materials supplied to the Project, as of the date stated above.

EXECUTED this 19 day of November, 20 10

By: [Signature]  
Title: President

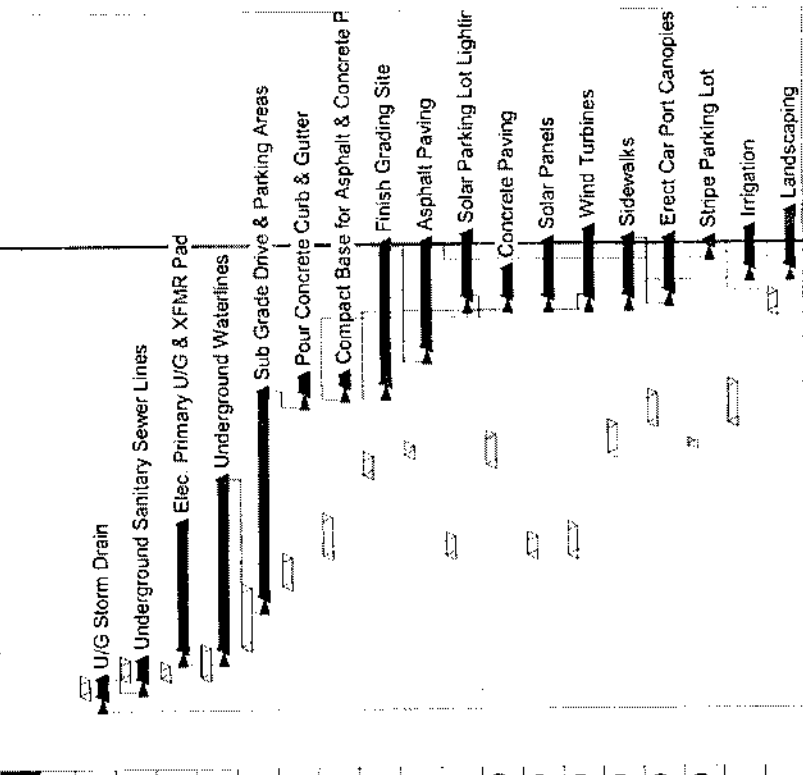
SUBSCRIBED AND SWORN TO before me by the said Juan Ortiz of Zitro Electric LLC this day of 19 of November 20 10, to certify which witness my hand and seal of office.

Seal: NOTARY PUBLIC in and for Hidalgo County, The State of Texas

[Signature]  
My Commission Expires on:



# **PROJECT SCHEDULE**



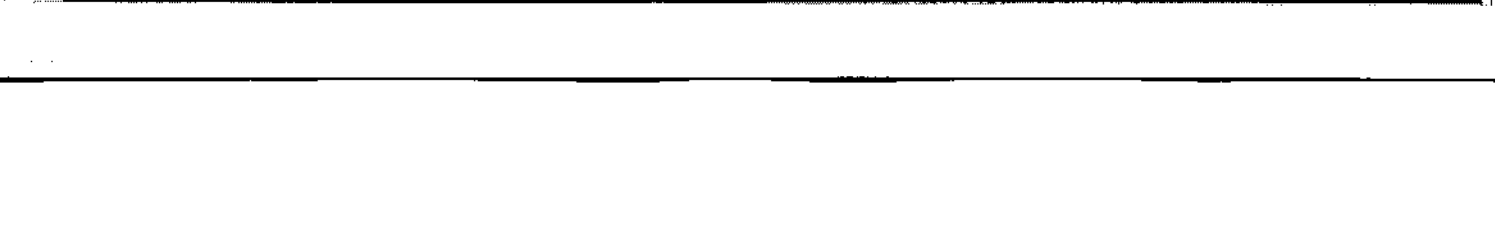
Activity ID	Description	Early Start	Early Finish	OD	%	Start	Finish
CO02200S22	U/G Storm Drain	29JAN10 A	09FEB10 A	8d	100	29JAN10	09FEB10
CO02200S19	Underground Sanitary Sewer Lines	10FEB10 A	22FEB10 A	9d	100	10FEB10	22FEB10
CO02200S12	Elec. Primary U/G & XFMR Pad	02MAR10 A	28MAY10 A	7d	100	02MAR10	28MAY10
CO02200S20	Underground Waterlines	02MAR10 A	28JUN10 A	15d	100	02MAR10	28JUN10
CO02200S01	Sub Grade Drive & Parking Areas	07APR10 A	27AUG10 A	30d	100	07APR10	27AUG10
CO02200S02	Pour Concrete Curb & Gutter	27AUG10 A	06SEP10 A	15d	100	27AUG10	06SEP10
CO02200S03	Compact Base for Asphalt & Concrete	01SEP10 A	07SEP10 A	20d	100	01SEP10	07SEP10
CO02200S06	Finish Grading Site	02SEP10 A	07DEC10 A	10d	100	02SEP10	07DEC10
CO02200S18	Asphalt Paving	27SEP10 A	08DEC10 A	5d	100	27SEP10	08DEC10
CO02200S08	Solar Parking Lot Lighting	01NOV10 A	13DEC10 A	20d	100	01NOV10	13DEC10
CO02200S17	Concrete Paving	01NOV10 A	19NOV10 A	15d	100	01NOV10	19NOV10
CO02200S32	Solar Panels	01NOV10 A	08DEC10 A	40d	100	01NOV10	08DEC10
CO02200S42	Wind Turbines	01NOV10 A	16DEC10 A	15d	100	01NOV10	16DEC10
CO02200S16	Sidewalks	02NOV10 A	10DEC10 A	15d	100	02NOV10	10DEC10
CO02200S15	Erect Car Port Canopies	05NOV10 A	10DEC10 A	15d	100	05NOV10	10DEC10
CO02200S05	Stripe Parking Lot	07DEC10 A	08DEC10 A	2d	100	07DEC10	08DEC10
CO02200S24	Irrigation	22NOV10 A	16DEC10	15d	50	22NOV10	
CO02200S23	Landscaping	22NOV10 A	28DEC10	20d	20	22NOV10	

Activity ID	Description	Early Start	Early Finish	OD	%	Start	Finish
GC01000M01	Notice to Proceed for Construction	14DEC09 A		0	100	14DEC09	
GC01000M11	Acquire Building Permit	14DEC09 A	28JAN10 A	32d	100	14DEC09	28JAN10
CO02200B31	Site Cleaning & Bldg Pads - A & E	06JAN10 A	02FEB10 A	20d	100	06JAN10	02FEB10
CO03200B22	Site Cleaning & Bldg Pads - B/C & D	01FEB10 A	22FEB10 A	23d	100	01FEB10	22FEB10
CO03200B02	Trench & Install Rebar - A	03FEB10 A	16FEB10 A	10d	100	03FEB10	16FEB10
CO15200B11	Plumbing UG Rough-In - A	08FEB10 A	16FEB10 A	7d	100	08FEB10	16FEB10
CO16000B01	Electrical UG Rough-In - A	10FEB10 A	16FEB10 A	5d	100	10FEB10	16FEB10
CO03300B11	Place Concrete - A	18FEB10 A	18FEB10 A	1d	100	18FEB10	18FEB10
CO05100B31	Trench & Install Rebar - E	18FEB10 A	27FEB10 A	10d	100	18FEB10	27FEB10
CO15200B53	Plumbing UG Rough-In - E	18FEB10 A	26FEB10 A	5d	100	18FEB10	26FEB10
CO16000B21	Electrical UG Rough-In - E	18FEB10 A	26FEB10 A	5d	100	18FEB10	26FEB10
CO05100B11	Trench & Install Rebar - D	22FEB10 A	18MAR10 A	15d	100	22FEB10	18MAR10
CO05100B21	Place Concrete - E	22FEB10 A	27FEB10 A	1d	100	22FEB10	27FEB10
CO15200B63	Plumbing UG Rough-In - D	22FEB10 A	26FEB10 A	10d	100	22FEB10	26FEB10

**Hidalgo County Pct. 2**  
**Sitework**

**Buildings**

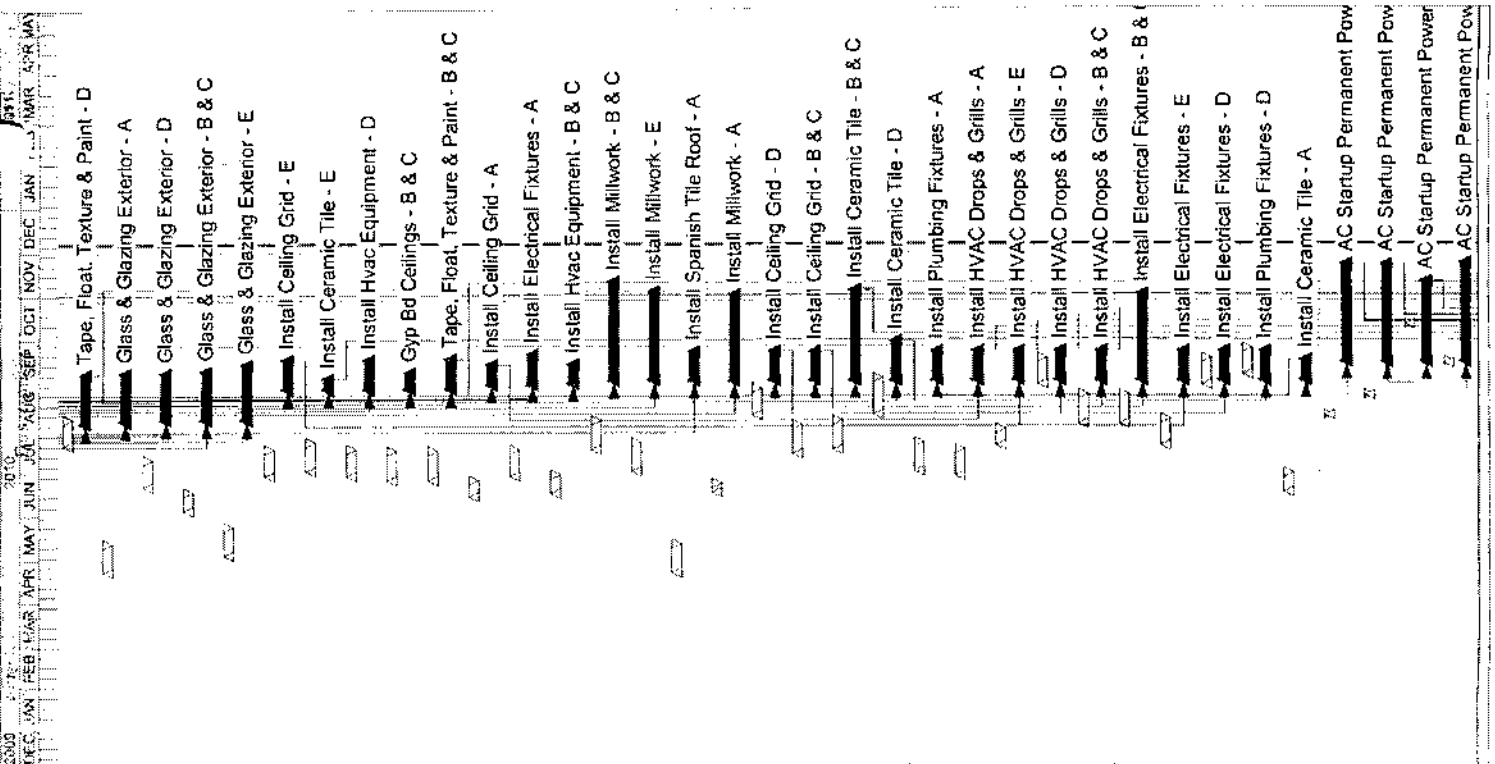
Activity ID	Description	Early Start	Early Finish	CD	%	Start	Actual Finish
CO16000B41	Electrical UG Rough-In - D	22FEB10 A	26FEB10 A	10d	100	22FEB10	26FEB10
CO09110B22	Install ICF's - A	24FEB10 A	10MAR10 A	15d	100	24FEB10	10MAR10
CO03200B12	Trench & Install Rebar - B & C	01MAR10 A	19MAR10 A	15d	100	01MAR10	19MAR10
CO05100B01	Erect Structural Steel - A	10MAR10 A	19MAR10 A	10d	100	10MAR10	19MAR10
CO07525B32	Install ICF's - E	15MAR10 A	19MAR10 A	15d	100	15MAR10	19MAR10
CO08110B23	Erect Structural Steel - E	17MAR10 A	07APR10 A	15d	100	17MAR10	07APR10
CO05100B41	Place Concrete - D	18MAR10 A	19MAR10 A	1d	100	18MAR10	19MAR10
CO07525B22	Install ICF's - D	19MAR10 A	26MAR10 A	15d	100	19MAR10	26MAR10
CO15200B43	Plumbing UG Rough-In - B & C	22MAR10 A	26MAR10 A	5d	100	22MAR10	26MAR10
CO16000B31	Electrical UG Rough-In - B & C	22MAR10 A	26MAR10 A	5d	100	22MAR10	26MAR10
CO03300B21	Place Concrete - B & C	23MAR10 A	23MAR10 A	1d	100	23MAR10	23MAR10
CO05100B02	Install Joist & Decking - A	23MAR10 A	02APR10 A	10d	100	23MAR10	02APR10
CO07525B12	Install ICF's - B & C	24MAR10 A	23APR10 A	15d	100	24MAR10	23APR10
CO09250B21	Int Metal Studs & Gyp 1 Side - E	02APR10 A	03MAY10 A	15d	100	02APR10	03MAY10
CO05100B13	Install Joist & Decking - E	02APR10 A	23APR10 A	15d	100	02APR10	23APR10
CO05100B12	Pre-Fab Wood Trusses - A	05APR10 A	16APR10 A	10d	100	05APR10	16APR10
GC01000M51	Electrical Overhead Rough-In - E	09APR10 A	29APR10 A	15d	100	09APR10	29APR10
CO06400B42	Interior CMU - E	09APR10 A	30APR10 A	15d	100	09APR10	30APR10
CO07525B02	Install Built-up Roof - A	12APR10 A	27APR10 A	10d	100	12APR10	27APR10
CO08110B43	Erect Structural Steel - B & C	19APR10 A	10MAY10 A	15d	100	19APR10	10MAY10
CO09110B12	Int Metal Studs & Gyp 1 Side - A	19APR10 A	23APR10 A	15d	100	19APR10	23APR10
CO15200B33	Plumbing Rough In - A	19APR10 A	10MAY10 A	15d	100	19APR10	10MAY10
CO15500B11	HVAC Ductwork - A	19APR10 A	10MAY10 A	15d	100	19APR10	10MAY10
CO16000B12	Electrical Overhead Rough-In - A	19APR10 A	23APR10 A	10d	100	19APR10	23APR10
CO08110B83	Install Built-up Roof - E	23APR10 A	07MAY10 A	15d	100	23APR10	07MAY10
GC01000M61	Electrical Overhead Rough-In - D	23APR10 A	19MAY10 A	10d	100	23APR10	19MAY10
CO05100B42	Pre-Fab Wood Trusses - E	27APR10 A	17MAY10 A	15d	100	27APR10	17MAY10
CO08110B53	Erect Structural Steel - D	27APR10 A	17MAY10 A	15d	100	27APR10	17MAY10
CO15600B31	Install Hvac Equipment - A	28APR10 A	11MAY10 A	10d	100	28APR10	11MAY10
CO16000B11	Electrical Wall Rough-In - A	28APR10 A	11MAY10 A	10d	100	28APR10	11MAY10
CO15250B11	Plumbing Rough In - E	03MAY10 A	24MAY10 A	15d	100	03MAY10	24MAY10
CO15500B32	HVAC Ductwork - E	03MAY10 A	20MAY10 A	15d	100	03MAY10	20MAY10
CO16000B32	Electrical Wall Rough-In - E	03MAY10 A	24MAY10 A	15d	100	03MAY10	24MAY10
CO05100B33	Install Joist & Decking - B & C	10MAY10 A	27MAY10 A	15d	100	10MAY10	27MAY10
CO15970B31	Install Hvac Equipment - E	10MAY10 A	26MAY10 A	5d	100	10MAY10	26MAY10



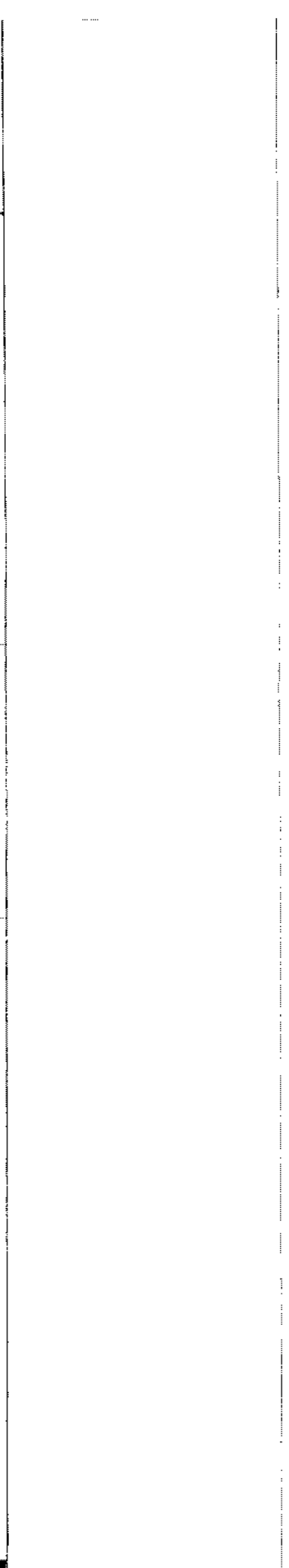
Activity ID	Description	Actual Start	Actual Finish	Early Start	Early Finish	OD	%	Actual Finish
CO05100B23	Install Joist & Decking - D	13MAY10 A	26MAY10 A	13MAY10 A	26MAY10 A	10d	100	13MAY10 - 26MAY10
CO04200B11	Interior CMU - B & C	17MAY10 A	31MAY10 A	17MAY10 A	31MAY10 A	10d	100	17MAY10 - 31MAY10
CO05100B22	Pre-Fab Wood Trusses - B & C	20MAY10 A	02JUN10 A	20MAY10 A	02JUN10 A	10d	100	20MAY10 - 02JUN10
CO05100B32	Pre-Fab Wood Trusses - D	20MAY10 A	02JUN10 A	20MAY10 A	02JUN10 A	10d	100	20MAY10 - 02JUN10
CO06400B32	Install Spanish Tile Roof - B & C	20MAY10 A	31AUG10 A	20MAY10 A	31AUG10 A	10d	100	20MAY10 - 31AUG10
CO08110B93	Install Built-up Roof - D	20MAY10 A	02SEP10 A	20MAY10 A	02SEP10 A	15d	100	20MAY10 - 02SEP10
CO16000B42	Electrical Wall Rough-In - D	24MAY10 A	07JUN10 A	24MAY10 A	07JUN10 A	10d	100	24MAY10 - 07JUN10
CO15250B21	Plumbing Rough In - D	24MAY10 A	07JUN10 A	24MAY10 A	07JUN10 A	10d	100	24MAY10 - 07JUN10
CO15500B22	HVAC Ductwork - B & C	24MAY10 A	30JUN10 A	24MAY10 A	30JUN10 A	10d	100	24MAY10 - 30JUN10
CO16000B22	Electrical Wall Rough-In - B & C	24MAY10 A	01JUL10 A	24MAY10 A	01JUL10 A	10d	100	24MAY10 - 01JUL10
CO04200B01	Masonry Veneer - A	28MAY10 A	04JUN10 A	28MAY10 A	04JUN10 A	10d	100	28MAY10 - 04JUN10
CO08110B13	Masonry Veneer - E	04JUN10 A	18JUN10 A	04JUN10 A	18JUN10 A	15d	100	04JUN10 - 18JUN10
GC01000M71	Electrical Overhead Rough-In - B & C	04JUN10 A	27AUG10 A	04JUN10 A	27AUG10 A	10d	100	04JUN10 - 27AUG10
CO08110B73	Install Built-up Roof - B & C	14JUN10 A	03SEP10 A	14JUN10 A	03SEP10 A	10d	100	14JUN10 - 03SEP10
CO09250B31	Int Metal Studs & Gyp 1 Side - D	14JUN10 A	01SEP10 A	14JUN10 A	01SEP10 A	15d	100	14JUN10 - 01SEP10
CO08110B33	Masonry Veneer - D	18JUN10 A	25JUN10 A	18JUN10 A	25JUN10 A	20d	100	18JUN10 - 25JUN10
CO08110B03	Install Aluminum Doors & Frames - A	21JUN10 A	02SEP10 A	21JUN10 A	02SEP10 A	10d	100	21JUN10 - 02SEP10
CO09250B11	Install Int Gypsum Board - A	21JUN10 A	30JUN10 A	21JUN10 A	30JUN10 A	15d	100	21JUN10 - 30JUN10
CO09250B32	Install Int Gypsum Board - D	21JUN10 A	01SEP10 A	21JUN10 A	01SEP10 A	15d	100	21JUN10 - 01SEP10
CO09250B41	Int Metal Studs & Gyp 1 Side - B & C	21JUN10 A	07SEP10 A	21JUN10 A	07SEP10 A	15d	100	21JUN10 - 07SEP10
CO15250B31	Plumbing Rough In - B & C	21JUN10 A	27AUG10 A	21JUN10 A	27AUG10 A	10d	100	21JUN10 - 27AUG10
CO09250B22	Install Int Gypsum Board - E	23JUN10 A	30AUG10 A	23JUN10 A	30AUG10 A	15d	100	23JUN10 - 30AUG10
CO08110B63	Masonry Veneer - B & C	26JUN10 A	30AUG10 A	26JUN10 A	30AUG10 A	15d	100	26JUN10 - 30AUG10
CO09900B11	Tape, Float, Texture & Paint - A	28JUN10 A	08SEP10 A	28JUN10 A	08SEP10 A	15d	100	28JUN10 - 08SEP10
CO15500B42	HVAC Ductwork - D	28JUN10 A	05JUL10 A	28JUN10 A	05JUL10 A	10d	100	28JUN10 - 05JUL10
CO15400B47	Tape, Float, Texture & Paint - E	29JUN10 A	13SEP10 A	29JUN10 A	13SEP10 A	15d	100	29JUN10 - 13SEP10
CO09250B12	Gyp Bd Ceilings - A	02JUL10 A	07SEP10 A	02JUL10 A	07SEP10 A	15d	100	02JUL10 - 07SEP10
CO06400B12	Install Spanish Tile Roof - E	29JUL10 A	08SEP10 A	29JUL10 A	08SEP10 A	10d	100	29JUL10 - 08SEP10
CO06400B22	Install Spanish Tile Roof - D	29JUL10 A	02SEP10 A	29JUL10 A	02SEP10 A	15d	100	29JUL10 - 02SEP10
CO08211B11	Install Aluminum Doors & Frames - B & C	29JUL10 A	03SEP10 A	29JUL10 A	03SEP10 A	10d	100	29JUL10 - 03SEP10
CO08211B21	Install Aluminum Doors & Frames - E	29JUL10 A	03SEP10 A	29JUL10 A	03SEP10 A	10d	100	29JUL10 - 03SEP10
CO08211B31	Install Aluminum Doors & Frames - D	29JUL10 A	03SEP10 A	29JUL10 A	03SEP10 A	10d	100	29JUL10 - 03SEP10
CO09300B51	Gyp Bd Ceilings - E	29JUL10 A	11AUG10 A	29JUL10 A	11AUG10 A	10d	100	29JUL10 - 11AUG10
CO09250B42	Install Int Gypsum Board - B & C	02AUG10 A	02SEP10 A	02AUG10 A	02SEP10 A	10d	100	02AUG10 - 02SEP10
CO09300B61	Gyp Bd Ceilings - D	03AUG10 A	30AUG10 A	03AUG10 A	30AUG10 A	15d	100	03AUG10 - 30AUG10



Activity ID	Description	Early Start	Early Finish	OD	%	Actual Start	Actual Finish
CO15400B57	Tape, Float, Texture & Paint - D	03AUG10 A	06SEP10 A	15d	100	03AUG10	06SEP10
CO08800B01	Glass & Glazing Exterior - A	05AUG10 A	07SEP10 A	15d	100	05AUG10	07SEP10
1030	Glass & Glazing Exterior - D	06AUG10 A	07SEP10 A	15d	100	06AUG10	07SEP10
CO09300B81	Glass & Glazing Exterior - B & C	06AUG10 A	08SEP10 A	10d	100	06AUG10	08SEP10
CO09300B91	Glass & Glazing Exterior - E	06AUG10 A	13SEP10 A	15d	100	06AUG10	13SEP10
CO09500B22	Install Ceiling Grid - E	27AUG10 A	16SEP10 A	15d	100	27AUG10	16SEP10
CO09650B61	Install Ceramic Tile - E	27AUG10 A	03SEP10 A	15d	100	27AUG10	03SEP10
CO15970B41	Install Hvac Equipment - D	27AUG10 A	16SEP10 A	15d	100	27AUG10	16SEP10
CO09300B71	Gyp Bd Ceilings - B & C	27AUG10 A	07SEP10 A	15d	100	27AUG10	07SEP10
CO15400B67	Tape, Float, Texture & Paint - B & C	27AUG10 A	17SEP10 A	15d	100	27AUG10	17SEP10
CO09500B11	Install Ceiling Grid - A	30AUG10 A	13SEP10 A	10d	100	30AUG10	13SEP10
CO16000B14	Install Electrical Fixtures - A	30AUG10 A	20SEP10 A	15d	100	30AUG10	20SEP10
CO15970B21	Install Hvac Equipment - B & C	31AUG10 A	13SEP10 A	10d	100	31AUG10	13SEP10
1000	Install Millwork - B & C	02SEP10 A	10NOV10 A	15d	100	02SEP10	10NOV10
1010	Install Millwork - E	02SEP10 A	03NOV10 A	15d	100	02SEP10	03NOV10
CO05100B03	Install Spanish Tile Roof - A	02SEP10 A	22SEP10 A	15d	100	02SEP10	22SEP10
CO06400B02	Install Millwork - A	02SEP10 A	01NOV10 A	5d	100	02SEP10	01NOV10
CO09500B32	Install Ceiling Grid - D	02SEP10 A	22SEP10 A	15d	100	02SEP10	22SEP10
CO09500B42	Install Ceiling Grid - B & C	02SEP10 A	22SEP10 A	15d	100	02SEP10	22SEP10
CO09650B51	Install Ceramic Tile - B & C	02SEP10 A	04NOV10 A	20d	100	02SEP10	04NOV10
CO09650B71	Install Ceramic Tile - D	02SEP10 A	29SEP10 A	20d	100	02SEP10	29SEP10
CO15400B37	Install Plumbing Fixtures - A	02SEP10 A	22SEP10 A	15d	100	02SEP10	22SEP10
CO15500B12	Install HVAC Drops & Grills - A	02SEP10 A	22SEP10 A	15d	100	02SEP10	22SEP10
CO15600B41	Install HVAC Drops & Grills - E	02SEP10 A	22SEP10 A	15d	100	02SEP10	22SEP10
CO15600B51	Install HVAC Drops & Grills - D	02SEP10 A	22SEP10 A	15d	100	02SEP10	22SEP10
CO15600B61	Install HVAC Drops & Grills - B & C	02SEP10 A	22SEP10 A	15d	100	02SEP10	22SEP10
GC01000M21	Install Electrical Fixtures - B & C	02SEP10 A	01NOV10 A	15d	100	02SEP10	01NOV10
GC01000M31	Install Electrical Fixtures - E	02SEP10 A	22SEP10 A	15d	100	02SEP10	22SEP10
GC01000M41	Install Electrical Fixtures - D	02SEP10 A	22SEP10 A	15d	100	02SEP10	22SEP10
GC01000M91	Install Plumbing Fixtures - D	02SEP10 A	22SEP10 A	15d	100	02SEP10	22SEP10
CO09300B41	Install Ceramic Tile - A	02SEP10 A	16SEP10 A	10d	100	02SEP10	16SEP10
CO15990B01	AC Startup Permanent Power - A	15SEP10 A	22NOV10 A	1d	100	15SEP10	22NOV10
CO16000B52	AC Startup Permanent Power - E	15SEP10 A	22NOV10 A	1d	100	15SEP10	22NOV10
CO16000B62	AC Startup Permanent Power - D	15SEP10 A	10NOV10 A	1d	100	15SEP10	10NOV10
CO16000B72	AC Startup Permanent Power - B & C	15SEP10 A	23NOV10 A	2d	100	15SEP10	23NOV10



Activity	Description	Active Group	Early Start	Early Finish	CD	%	Actual Start	Actual Finish
1020	Install Millwork - D		01NOV10 A	19NOV10 A	15d	100	01NOV10	19NOV10
1040	Install Plumbing Fixtures - B & C		01NOV10 A	19NOV10 A	15d	100	01NOV10	19NOV10
CO15970B11	HVAC Controls & Trim - A		01NOV10 A	07DEC10 A	15d	100	01NOV10	07DEC10
CO15970B12	HVAC Controls & Trim - B & C		01NOV10 A	07DEC10 A	15d	100	01NOV10	07DEC10
CO15990B11	HVAC Controls & Trim - E		01NOV10 A	07DEC10 A	15d	100	01NOV10	07DEC10
CO15990B21	HVAC Controls & Trim - D		01NOV10 A	07DEC10 A	7d	100	01NOV10	07DEC10
GC01000M81	Install Plumbing Fixtures - E		01NOV10 A	19NOV10 A	15d	100	01NOV10	19NOV10
CO09650B31	Install Ceiling Tile - D		01NOV10 A	15NOV10 A	10d	100	01NOV10	15NOV10
CO10800B72	Install VCT Flooring - D		01NOV10 A	19NOV10 A	14d	100	01NOV10	19NOV10
CO09500B12	Install Ceiling Tile - A		01NOV10 A	10NOV10 A	7d	100	01NOV10	10NOV10
CO09650B11	Install VCT Flooring - A		01NOV10 A	29NOV10 A	20d	100	01NOV10	29NOV10
CO09650B21	Install Ceiling Tile - E		01NOV10 A	22NOV10 A	15d	100	01NOV10	22NOV10
CO09650B41	Install Ceiling Tile - B & C		01NOV10 A	13DEC10 A	10d	100	01NOV10	13DEC10
CO09680G11	Install VCT Flooring - B & C		01NOV10 A	22NOV10 A	15d	100	01NOV10	22NOV10
CO10800B62	Install VCT Flooring - E		01NOV10 A	22NOV10 A	15d	100	01NOV10	22NOV10
CO08211B01	Install Int. Doors & Hardware - A		07DEC10 A	20DEC10 A	10d	100	07DEC10	20DEC10
CO08710B11	Install Int. Doors & Hardware - B & C		07DEC10 A	20DEC10 A	10d	100	07DEC10	20DEC10
CO08710B21	Install Int. Doors & Hardware - E		07DEC10 A	20DEC10 A	10d	100	07DEC10	20DEC10
CO08710B31	Install Int. Doors & Hardware - D		07DEC10 A	28DEC10 A	16d	100	07DEC10	28DEC10
CO10520B31	Install Fire Extinguishers - A		07DEC10 A	13DEC10 A	5d	100	07DEC10	13DEC10
CO10800B32	Install Fire Extinguishers - E		07DEC10 A	13DEC10 A	5d	100	07DEC10	13DEC10
CO10800B42	Install Fire Extinguishers - D		07DEC10 A	13DEC10 A	5d	100	07DEC10	13DEC10
CO10800B52	Install Fire Extinguishers - B & C		07DEC10 A	13DEC10 A	5d	100	07DEC10	13DEC10
GC01000G3E			07DEC10	07DEC10	1d	0		
GC01000B19	Substantial Completion			28DEC10	0	50		
GC01000B24	Architect Punch List		01DEC10 A	07DEC10 A	15d	100	01DEC10	07DEC10
GC01000G2E	Final Completion			28DEC10	0	0		





A.

**Review and Approval by Hidalgo County Precinct No. 2  
of Contractor's Application and Certificate for Payment**

Project:	New Administration Offices for Hidalgo County Pct. 2 & Other County Offices
Purchase Order #: Contract #	636479 C-09-037C-11-17
Application and Certificate for Payment	#13 (Thirteen)
Submitted by:	D. Wilson Construction Co.
For Period to:	11/30/10
In the amount of:	\$126,121.72

Reviewed and Approved by:

\_\_\_\_\_  
Héctor "Tito" Palacios, Commissioner  
Hidalgo County Pct. 2

**See Attached Account List**

Date:

INVOICE RECEIVED BY:

Chili ON 12/4/2010

GOODS/SERVICES RECEIVED BY:

Hector Palacios ON 12/4/2010



# AIA Document G702™ - 1992

## ORIGINAL SET

### Application and Certificate for Payment

**TO OWNER:**  
 County of Hidalgo  
 P.O. Box 1356  
 Edinburg, TX 78539

**FROM CONTRACTOR:**  
 D. Willson Construction Company  
 P.O. Box 3455  
 McAllen, TX 78502-3455

**PROJECT:**  
 Contract #2009-037C-11-17-OTM  
 New Administrative Offices for  
 Hidalgo County Pct. 2-Pharr, TX

**VIA ARCHITECT:**  
 VA Architecture  
 2029 Industrial Dr.  
 McAllen, TX 78501

**APPLICATION NO:** Thirteen  
**PERIOD TO:** 11/30/10

**CONTRACT FOR:** General Construction

**CONTRACT DATE:** 11/03/09

**PROJECT NOS:** / /

**Distribution to:**  
 OWNER   
 ARCHITECT   
 CONTRACTOR   
 FIELD   
 OTHER

### CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM ..... \$ 5,075,000.00
2. Net change by Change Orders ..... \$ 45,723.00
3. CONTRACT SUM TO DATE (Line 1 ± 2) ..... \$ 5,120,723.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) ..... \$ 5,044,882.30

#### 5. RETAINAGE:

- a. 2.5 % of Completed Work  
 (Column D + E on G703) ..... \$ 126,122.40
  - b. 2.5 % of Stored Material  
 (Column F on G703) ..... \$ ---
- Total Retainage (Lines 5a + 5b or Total in Column I of G703) ..... \$ 126,122.40

6. TOTAL EARNED LESS RETAINAGE ..... \$ 4,918,759.90  
 (Line 4 Less Line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT ..... \$ 4,792,638.18  
 (Line 6 from prior Certificate)

8. CURRENT PAYMENT DUE ..... \$ 126,121.72
9. BALANCE TO FINISH, INCLUDING RETAINAGE  
 (Line 3 less Line 6) ..... \$ 201,963.10

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner \$	-	\$ -
Total approved this Month	\$ 45,723.00	\$ -
<b>TOTALS</b>	<b>\$ 45,723.00</b>	<b>\$ -</b>
<b>NET CHANGES by Change Order</b>	<b>\$ 45,723.00</b>	

**CAUTION:** You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

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The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

**CONTRACTOR:** D. WILLSON CONSTRUCTION COMPANY

**By:** D. Willson **Date:** 12/08/10

**State of:** Texas

**County of:** Hidalgo

Subscribed and sworn to before

me this 8th day of December 2010

Notary Public [Signature]

My Commission expires: 06/08/10

### ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the amount certified.

**AMOUNT CERTIFIED:** \$ 126,121.72  
 (Amount certified differs from the amount applied. Initial all figures on this Continuation Sheet that are changed to conform with the amount certified.)

**Date:** 12-14-10

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Assurances, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.





# AIA<sup>®</sup> Document G702<sup>™</sup> – 1992 Instructions

## *Application and Certificate for Payment*

### GENERAL INFORMATION

#### **Purpose and Related Documents**

AIA Document G702, Application and Certificate for Payment, is to be used in conjunction with AIA Document G703, Continuation Sheet. These documents are designed to be used on a Project where a Contractor has a direct Agreement with the Owner. Procedures for their use are covered in AIA Document A201, General Conditions of the Contract for Construction.

#### **Use of Current Documents**

Prior to using any AIA Contract Document, users should consult [www.aia.org](http://www.aia.org) or a local AIA component to verify the most recent edition.

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### COMPLETING THE G702 FORM

After the Contractor has completed AIA Document G703, Continuation Sheet, summary information should be transferred to AIA Document G702, Application and Certificate for Payment.

The Contractor should sign G702, have it notarized, and submit it, together with G703, to the Architect.

The Architect should review G702 and G703 and, if they are acceptable, complete the Architect's Certificate for Payment on G702.

The Architect may certify a different amount than that applied for, pursuant to Sections 9.5 and 9.6 of A201. The Architect should then initial all figures on G702 and G703 that have been changed to conform to the amount certified and attach an explanation. The completed G702 and G703 should be forwarded to the Owner.

### MAKING PAYMENT

The Owner should make payment directly to the Contractor based on the amount certified by the Architect on AIA Document G702, Application and Certificate for Payment. The completed form contains the name and address of the Contractor. Payment should not be made to any other party unless specifically indicated on G702.

### EXECUTION OF THE DOCUMENT

Persons executing the document should indicate the capacity in which they are acting (i.e., president, secretary, partner, etc.) and the authority under which they are executing the document. Where appropriate, a copy of the resolution authorizing the individual to act on behalf of the firm or entity should be attached.

Hidalgo Co. Pol.2 Admin. Offic  
 Job # 10-420  
 Retainage: 2.5%

**Retainage**

Application No.: Thirteen  
 Application Date: 11/30/2010  
 Period From: 11/1/2010  
 To: 11/30/2010

Item No.	Description Of The Work	Scheduled Value	Work Completed		Stored Materials	Total Amount	Percent Complete	Balance To Finish	Retainage
			Previous	This Period					
01-010	General Conditions	176,547.00	176,547.00	-	-	176,547.00	100%	-	4,413.68
01-405	Building Permit	13,290.00	13,290.00	-	-	13,290.00	100%	-	332.25
01-870	Bond	52,592.00	52,592.00	-	-	52,592.00	100%	-	1,314.80
01-871	Builder's Risk Policy	7,899.00	7,899.00	-	-	7,899.00	100%	-	197.48
01-874	Liability Insurance	55,750.00	55,750.00	-	-	55,750.00	100%	-	1,393.75
02-002	File Notice of Intent (SWPP)	300.00	300.00	-	-	300.00	100%	-	7.50
02-002	SWPP-Inspections	2,450.00	2,450.00	-	-	2,450.00	100%	-	61.25
02-101	Bldg A, Building pad, labor	6,122.00	6,122.00	-	-	6,122.00	100%	-	153.05
02-102	Bldg A, Building pad, material	13,637.00	13,637.00	-	-	13,637.00	100%	-	340.93
02-103	Bldg B & C, Building pad, labor	14,129.00	14,129.00	-	-	14,129.00	100%	-	353.23
02-104	Bldg B & C, Building pad, material	31,477.00	31,477.00	-	-	31,477.00	100%	-	786.93
02-105	Bldg D, Building pad, labor	5,396.00	5,396.00	-	-	5,396.00	100%	-	134.90
02-106	Bldg D, Building pad, material	12,021.00	12,021.00	-	-	12,021.00	100%	-	300.53
02-107	Bldg E, Building pad, labor	10,398.00	10,398.00	-	-	10,398.00	100%	-	259.95
02-108	Bldg E, Building pad, material	23,166.00	23,166.00	-	-	23,166.00	100%	-	579.15
02-109	Bldg A, Sanitary sewer, labor	3,576.00	3,576.00	-	-	3,576.00	100%	-	89.40
02-110	Bldg A, Sanitary sewer, material	1,797.00	1,797.00	-	-	1,797.00	100%	-	44.93
02-111	Bldg A, Water improvements, labor	10,674.00	10,674.00	-	-	10,674.00	100%	-	266.85
02-112	Bldg A, Water improvements, material	11,260.00	11,260.00	-	-	11,260.00	100%	-	281.50
02-113	Bldg A, Miscellaneous, labor	697.00	697.00	-	-	697.00	100%	-	17.43
02-114	Bldg A, Miscellaneous, material	1,228.00	1,228.00	-	-	1,228.00	100%	-	30.70
02-115	Bldg A, Paving, labor	50,738.00	50,738.00	-	-	50,738.00	100%	-	1,268.45
02-116	Bldg A, Paving, material	73,142.00	73,142.00	-	-	73,142.00	100%	-	1,828.55
02-117	Bldg A, Drainage, labor	7,652.00	7,652.00	-	-	7,652.00	100%	-	191.30
02-118	Bldg A, Drainage, material	13,025.00	13,025.00	-	-	13,025.00	100%	-	325.63
02-119	Bldg B&C, Sanitary sewer, labor	3,576.00	3,576.00	-	-	3,576.00	100%	-	89.40
02-120	Bldg B&C, Sanitary sewer, material	1,797.00	1,797.00	-	-	1,797.00	100%	-	44.93
02-121	Bldg B&C, Water improvements, labor	10,674.00	10,674.00	-	-	10,674.00	100%	-	266.85
02-122	Bldg B&C, Water improvements, material	11,260.00	11,260.00	-	-	11,260.00	100%	-	281.50
02-123	Bldg B&C, Miscellaneous, labor	697.00	697.00	-	-	697.00	100%	-	17.43
02-124	Bldg B&C, Miscellaneous, material	1,228.00	1,228.00	-	-	1,228.00	100%	-	30.70
02-125	Bldg B&C, Paving, labor	50,738.00	50,738.00	-	-	50,738.00	100%	-	1,268.45
02-126	Bldg B&C, Paving, material	73,142.00	73,142.00	-	-	73,142.00	100%	-	1,828.55
02-127	Bldg B&C, Drainage, labor	7,652.00	7,652.00	-	-	7,652.00	100%	-	191.30

Hidalgo Co. Pet 2 Admin. Office  
 Job # 10-420  
 Retainage: 2.5%

Application No.: Thirteen  
 Application Date: 11/30/2010  
 Period From: 11/1/2010  
 To: 11/30/2010

**Retainage**

Item No.	Description Of The Work	Scheduled Value	Work Completed		Stored Materials	Total Amount	Percent Complete	Balance To Finish	Retainage
			Previous	This Period					
02-128	Bldg B&C, Drainage, material	13,025.00	13,025.00	-	-	13,025.00	100%	-	325.63
02-129	Bldg D, Sanitary sewer, labor	3,576.00	3,576.00	-	-	3,576.00	100%	-	89.40
02-130	Bldg D, Sanitary sewer, material	1,797.00	1,797.00	-	-	1,797.00	100%	-	44.93
02-131	Bldg D, Water improvements, labor	10,674.00	10,674.00	-	-	10,674.00	100%	-	266.85
02-132	Bldg D, Water improvements, material	11,260.00	11,260.00	-	-	11,260.00	100%	-	281.50
02-133	Bldg D, Miscellaneous, labor	697.00	697.00	-	-	697.00	100%	-	17.43
02-134	Bldg D, Miscellaneous, material	1,228.00	1,228.00	-	-	1,228.00	100%	-	30.70
02-135	Bldg D, Paving, labor	50,738.00	50,738.00	-	-	50,738.00	100%	-	1,268.45
02-136	Bldg D, Paving, material	73,142.00	73,142.00	-	-	73,142.00	100%	-	1,828.55
02-137	Bldg D, Drainage, labor	7,652.00	7,652.00	-	-	7,652.00	100%	-	191.30
02-138	Bldg D, Drainage, material	13,025.00	13,025.00	-	-	13,025.00	100%	-	325.63
02-139	Bldg E, Sanitary sewer, labor	3,576.00	3,576.00	-	-	3,576.00	100%	-	89.40
02-140	Bldg E, Sanitary sewer, material	1,797.00	1,797.00	-	-	1,797.00	100%	-	44.93
02-141	Bldg E, Water improvements, labor	10,674.00	10,674.00	-	-	10,674.00	100%	-	266.85
02-142	Bldg E, Water improvements, material	11,260.00	11,260.00	-	-	11,260.00	100%	-	281.50
02-143	Bldg E, Miscellaneous, labor	697.00	697.00	-	-	697.00	100%	-	17.43
02-144	Bldg E, Miscellaneous, material	1,228.00	1,228.00	-	-	1,228.00	100%	-	30.70
02-145	Bldg E, Paving, labor	50,738.00	50,738.00	-	-	50,738.00	100%	-	1,268.45
02-146	Bldg E, Paving, material	73,142.00	73,142.00	-	-	73,142.00	100%	-	1,828.55
02-147	Bldg E, Drainage, labor	7,650.00	7,650.00	-	-	7,650.00	100%	-	191.25
02-148	Bldg E, Drainage, material	13,025.00	13,025.00	-	-	13,025.00	100%	-	325.63
02-282	Termite Control	7,270.00	7,270.00	-	-	7,270.00	100%	-	181.75
02-530	Splashblocks	250.00	250.00	-	-	250.00	100%	-	6.25
02-831	Electronic Operable Gates	23,390.00	23,390.00	-	-	23,390.00	100%	-	584.75
03-070	Foundation Concrete Material	99,808.00	99,808.00	-	-	99,808.00	100%	-	2,495.20
03-101	Foundation labor	75,894.00	75,894.00	-	-	75,894.00	100%	-	1,897.35
03-102	Transformer pad labor	2,400.00	2,400.00	-	-	2,400.00	100%	-	60.00
03-106	Dumpster pad labor	3,200.00	3,200.00	-	-	3,200.00	100%	-	80.00
03-107	CIP beams labor	4,800.00	4,800.00	-	-	4,800.00	100%	-	120.00
03-110	Concrete Pump	9,604.00	9,604.00	-	-	9,604.00	100%	-	240.10
03-200	Foundation Flebar	42,269.00	42,269.00	-	-	42,269.00	100%	-	1,056.73
03-250	Concrete Accessories	4,035.00	4,035.00	-	-	4,035.00	100%	-	100.88

**Retainage**

Item No.	Description Of The Work	Scheduled Value	Work Completed		Stored Materials	Total Amount	Percent Complete	Balance To Finish	Retainage
			Previous	This Period					
03-261	Bldg A, Insulated Concrete Forms	32,467.00	32,467.00	-	-	32,467.00	100%	-	811.68
03-262	Bldg B&C, Insulated Concrete Forms	84,416.00	84,416.00	-	-	84,416.00	100%	-	2,110.40
03-263	Bldg D, Insulated Concrete Forms	43,290.00	43,290.00	-	-	43,290.00	100%	-	1,082.25
03-264	Bldg E, Insulated Concrete Forms	56,280.00	56,280.00	-	-	56,280.00	100%	-	1,407.00
04-100	Masonry Subcontract	259,531.00	259,531.00	-	-	259,531.00	100%	-	6,488.28
04-109	Masonry Rebar	1,997.00	1,997.00	-	-	1,997.00	100%	-	49.93
04-110	Masonry Anchor Welding	1,000.00	1,000.00	-	-	1,000.00	100%	-	25.00
05-101	Structural Steel shop drawings	4,000.00	4,000.00	-	-	4,000.00	100%	-	100.00
05-102	Embed plates	5,500.00	5,500.00	-	-	5,500.00	100%	-	137.50
05-103	Structural steel material	69,500.00	69,500.00	-	-	69,500.00	100%	-	1,737.50
05-104	Structural steel fabrication	24,600.00	24,600.00	-	-	24,600.00	100%	-	615.00
05-105	Steel joists and metal deck	65,200.00	65,200.00	-	-	65,200.00	100%	-	1,630.00
05-106	Metal roof sheets	26,300.00	26,300.00	-	-	26,300.00	100%	-	657.50
05-107	Structural steel erection	42,000.00	42,000.00	-	-	42,000.00	100%	-	1,050.00
05-108	Canopy roofing	10,900.00	10,900.00	-	-	10,900.00	100%	-	272.50
06-100	Rough Carpentry	85,000.00	85,000.00	-	-	85,000.00	100%	-	2,125.00
06-100	Trellis	960.00	960.00	-	-	960.00	100%	-	24.00
06-401	Architectural Woodwork	240.00	240.00	-	-	240.00	100%	-	6.00
06-402	Bldg. A, Shop Drawing Submittals	2,700.00	2,700.00	-	-	2,700.00	100%	-	67.50
06-403	Bldg. A, Base Cabinets	1,180.00	1,180.00	-	-	1,180.00	100%	-	29.50
06-404	Bldg. A, Upper Cabinets	195.00	195.00	-	-	195.00	100%	-	4.88
06-405	Bldg. A, Skirts/Removable Panels	1,050.00	1,050.00	-	-	1,050.00	100%	-	26.25
06-406	Bldg. A, Plastic Laminate Counter Tops	560.00	560.00	-	-	560.00	100%	-	14.00
06-407	Bldg. A, Delivery & Installation	575.00	575.00	-	-	575.00	100%	-	14.38
06-408	Bldg. D, Shop Drawing Submittals	5,727.00	5,727.00	-	-	5,727.00	100%	-	143.18
06-408	Bldg. D, Base Cabinets	780.00	780.00	-	-	780.00	100%	-	19.50
06-409	Bldg. D, Upper Cabinets	1,920.00	1,920.00	-	-	1,920.00	100%	-	48.00
06-410	Bldg. D, Pony Walls/Judge's Bench	4,693.00	4,693.00	-	-	4,693.00	100%	-	117.33
06-411	Bldg. D, Plastic Laminate Counter Tops	1,500.00	1,500.00	-	-	1,500.00	100%	-	37.50
06-412	Bldg. D, Delivery & Installation	1,500.00	1,500.00	-	-	1,500.00	100%	-	37.50

## Retainage

Item No.	Description Of The Work	Scheduled Value	Work Completed		Stored Materials	Total Amount	Percent Complete	Balance To Finish	Retainage
			Previous	This Period					
06-413	Bldg. B & C, Shop Drawing Submittals	775.00	775.00	-	-	775.00	100%	-	19.38
06-414	Bldg. B & C, Base Cabinets	9,690.00	9,690.00	-	-	9,690.00	100%	-	242.25
06-415	Bldg. B & C, Upper Cabinets	3,896.00	3,896.00	-	-	3,896.00	100%	-	97.40
06-416	Bldg. B & C, Tall Cabinets/Shelving Units	1,804.00	1,804.00	-	-	1,804.00	100%	-	45.10
06-417	Bldg. B & C, Skirts/Removable Panels	420.00	420.00	-	-	420.00	100%	-	10.50
06-418	Bldg. B & C, Pony Walls/Judge's Bench	800.00	800.00	-	-	800.00	100%	-	20.00
06-419	Bldg. B & C, Plastic Laminate Counter Tops	3,760.00	3,760.00	-	-	3,760.00	100%	-	94.00
06-420	Bldg. B & C, Delivery & Installation	2,300.00	2,300.00	-	-	2,300.00	100%	-	57.50
06-421	Bldg. E, Shop Drawing Submittals	917.00	917.00	-	-	917.00	100%	-	22.93
06-422	Bldg. E, Base Cabinets	7,425.00	7,425.00	-	-	7,425.00	100%	-	185.63
06-423	Bldg. E, Upper Cabinets	3,320.00	3,320.00	-	-	3,320.00	100%	-	83.00
06-424	Bldg. E, Skirts/Removable Panels	450.00	450.00	-	-	450.00	100%	-	11.25
06-425	Bldg. E, Pony Walls/Judge's Bench	15,729.00	15,729.00	-	-	15,729.00	100%	-	393.23
06-426	Bldg. E, Plastic Laminate Counter Tops	4,175.00	4,175.00	-	-	4,175.00	100%	-	104.38
06-427	Bldg. E, Delivery & Installation	3,669.00	3,669.00	-	-	3,669.00	100%	-	91.73
07-185	Water Proofing	49,290.00	49,290.00	-	-	49,290.00	100%	-	1,232.25
07-500	Roofing	278,843.00	278,843.00	-	-	278,843.00	100%	-	6,971.08
08-100	Metal Doors and Frames	32,250.00	32,250.00	-	-	32,250.00	100%	-	806.25
08-101	Frame/Door/Hardware Labor	20,850.00	20,850.00	-	-	20,850.00	100%	-	521.25
08-200	Flush Doors	30,134.00	30,134.00	-	-	30,134.00	100%	-	753.35
08-700	Finish Hardware	48,275.00	48,275.00	-	-	48,275.00	100%	-	1,206.88
<b>Aluminum Entrances and Storefronts</b>									
08-801	Bldg A, Glass	3,244.00	3,244.00	-	-	3,244.00	100%	-	81.10
08-802	Bldg A, Metal	1,500.00	1,500.00	-	-	1,500.00	100%	-	37.50
08-803	Bldg A, Labor	2,457.00	2,457.00	-	-	2,457.00	100%	-	61.43
08-804	Bldg B & C Glass	4,252.00	4,252.00	-	-	4,252.00	100%	-	106.30
08-805	Bldg B & C Metal	3,500.00	3,500.00	-	-	3,500.00	100%	-	87.50
08-806	Bldg B & C Labor	2,705.00	2,705.00	-	-	2,705.00	100%	-	67.63
08-807	Bldg D Glass	4,060.00	4,060.00	-	-	4,060.00	100%	-	101.50
08-808	Bldg D Metal	1,500.00	1,500.00	-	-	1,500.00	100%	-	37.50
08-809	Bldg D Labor	2,690.00	2,690.00	-	-	2,690.00	100%	-	67.25
08-810	Bldg E Glass	2,592.00	2,592.00	-	-	2,592.00	100%	-	64.80
08-811	Bldg E Metal	2,400.00	2,400.00	-	-	2,400.00	100%	-	60.00

Hidalgo Co. Pol.2 Admin. Office  
 Job # 10-420  
 Retainage: 2.5%

Application No.: Thirteen  
 Application Date: 11/30/2010  
 Period From: 11/1/2010  
 To: 11/30/2010

**Retainage**

Item No.	Description Of The Work	Scheduled Value	Work Completed		Stored Materials	Total Amount	Percent Complete	Balance To Finish	Retainage
			Previous	This Period					
08-812	Bldg E Labor	2,695.00	2,695.00	-	-	2,695.00	100%	-	67.38
09-101	Metal framing, labor	51,979.00	51,979.00	-	-	51,979.00	100%	-	1,299.48
09-102	Metal, framing, material	34,653.00	34,653.00	-	-	34,653.00	100%	-	866.33
09-103	Insulation, labor	17,994.00	17,994.00	-	-	17,994.00	100%	-	449.85
09-104	Insulation, material	11,996.00	11,996.00	-	-	11,996.00	100%	-	299.90
09-105	Sheetrock, material	42,359.00	42,359.00	-	-	42,359.00	100%	-	1,058.98
09-106	Sheetrock, labor	28,239.00	28,239.00	-	-	28,239.00	100%	-	705.98
09-501	Ceilings, material	35,334.00	35,334.00	-	-	35,334.00	100%	-	883.35
09-502	Ceilings, labor	23,555.00	23,555.00	-	-	23,555.00	100%	-	588.98
09-300	Ceramic Tile	38,994.00	38,994.00	-	-	38,994.00	100%	-	974.85
09-600	VCT	61,817.00	61,817.00	-	-	61,817.00	100%	-	1,545.43
09-901	Tape / float / paint	1,500.00	1,500.00	-	-	1,500.00	100%	-	37.50
09-902	Tape / float / paint, Mobilization	500.00	500.00	-	-	500.00	100%	-	12.50
09-903	Tape / float / paint, Demobilization	500.00	500.00	-	-	500.00	100%	-	12.50
09-904	Tape / float / paint, Submittals	500.00	500.00	-	-	500.00	100%	-	12.50
09-904	Tape / float / paint, Close-Out	500.00	500.00	-	-	500.00	100%	-	12.50
09-905	Bldg A, Taps / Float, Material	805.00	805.00	-	-	805.00	100%	-	20.13
09-906	Bldg A, Paint -Material	2,259.00	2,259.00	-	-	2,259.00	100%	-	56.48
09-907	Bldg A, Equipment Rental	730.00	730.00	-	-	730.00	100%	-	18.25
09-908	Bldg A, Labor	6,525.00	6,525.00	-	-	6,525.00	100%	-	163.13
09-909	Bldg A, Overhead And Profit	4,200.00	4,200.00	-	-	4,200.00	100%	-	105.00
09-910	Bldg B & C, Tape / Float, Material	2,270.00	2,270.00	-	-	2,270.00	100%	-	56.75
09-911	Bldg B & C, Paint -Material	6,147.00	6,147.00	-	-	6,147.00	100%	-	153.68
09-912	Bldg B & C, Equipment Rental	730.00	730.00	-	-	730.00	100%	-	18.25
09-913	Bldg B & C, Labor	19,836.00	19,836.00	-	-	19,836.00	100%	-	495.90
09-914	Bldg B & C, Overhead And Profit	7,400.00	7,400.00	-	-	7,400.00	100%	-	185.00
09-915	Bldg D, Tape / Float, Material	623.00	623.00	-	-	623.00	100%	-	15.58
09-916	Bldg D, Paint -Material	1,549.00	1,549.00	-	-	1,549.00	100%	-	38.73
09-917	Bldg D, Equipment Rental	730.00	730.00	-	-	730.00	100%	-	18.25
09-918	Bldg D, Labor	2,879.00	2,879.00	-	-	2,879.00	100%	-	71.98

Chicago Co. Pct 2 Admin. Office  
 Job # 10-420  
 Retainage 2.5%

Application No.: Thirteen  
 Application Date: 11/30/2010  
 Period From: 11/1/2010  
 To: 11/30/2010

**Retainage**

Item No.	Description Of The Work	Scheduled Value	Work Completed		Stored Materials	Total Amount	Percent Complete	Balance To Finish	Retainage
			Previous	This Period					
09-919	Bldg D, Overhead And Profit	4,200.00	4,200.00	-	-	4,200.00	100%	-	105.00
09-920	Bldg E, Tape / Float, Material	1,554.00	1,554.00	-	-	1,554.00	100%	-	38.85
09-921	Bldg E, Paint -Material	3,866.00	3,866.00	-	-	3,866.00	100%	-	96.65
09-922	Bldg E, Equipment Rental	730.00	730.00	-	-	730.00	100%	-	18.25
09-923	Bldg E, Labor	17,521.00	17,521.00	-	-	17,521.00	100%	-	438.03
09-924	Bldg E, Overhead And Profit	4,200.00	4,200.00	-	-	4,200.00	100%	-	105.00
10-350	Flag Pole (4)	5,528.00	5,528.00	-	-	5,528.00	100%	-	138.20
10-350	Flag Pole Labor	3,500.00	3,500.00	-	-	3,500.00	100%	-	87.50
10-400	Signage & Graphics	11,159.00	11,159.00	-	-	11,159.00	100%	-	278.98
10-400	Signage & Graphics Labor	3,200.00	3,200.00	-	-	3,200.00	100%	-	80.00
10-520	Fire Extinguishers	2,464.00	2,464.00	-	-	2,464.00	100%	-	61.60
10-520	Fire Extinguishers Labor (\$50 ea)	1,150.00	1,150.00	-	-	1,150.00	100%	-	28.75
10-600	Toilet Partitions	2,280.00	2,280.00	-	-	2,280.00	100%	-	57.00
10-600	Toilet Partitions Labor	255.00	255.00	-	-	255.00	100%	-	6.38
10-800	Toilet and Bath Accessories	10,496.00	10,496.00	-	-	10,496.00	100%	-	262.40
10-800	Toilet and Bath Accessories Labor (\$10 ea)	1,850.00	1,850.00	-	-	1,850.00	100%	-	46.25
11-130	Audio Visual Equipment	5,550.00	5,550.00	-	-	5,550.00	100%	-	138.75
11-130	Audio Visual Equipment Labor	675.00	675.00	-	-	675.00	100%	-	16.88
13-601	Bldg A, Solar Energy System (Solar Lighting)	67,071.00	67,071.00	-	-	67,071.00	100%	-	1,676.78
13-602	Bldg B&C, Solar Energy System (Solar Lighting)	67,071.00	67,071.00	-	-	67,071.00	100%	-	1,676.78
13-603	Bldg D, Solar Energy System (Solar Lighting)	67,071.00	67,071.00	-	-	67,071.00	100%	-	1,676.78
13-604	Bldg E, Solar Energy System (Solar Lighting)	67,072.00	67,072.00	-	-	67,072.00	100%	-	1,676.80
13-605	Bldg A, Lighting Installation w/ Poles & Bases	28,649.00	28,649.00	-	-	28,649.00	100%	-	716.23
13-606	Bldg B&C, Lighting Installation w/ Poles & Bases	28,649.00	28,649.00	-	-	28,649.00	100%	-	716.23
13-607	Bldg D, Lighting Installation w/ Poles & Bases	28,649.00	28,649.00	-	-	28,649.00	100%	-	716.23
13-608	Bldg E, Lighting Installation w/ Poles & Bases	28,649.00	28,649.00	-	-	28,649.00	100%	-	716.23
13-650	Bldg A, Photovoltaic System	209,143.00	209,143.00	-	-	209,143.00	100%	-	5,228.58
13-815	Bldg A, Wind Turbines	69,344.00	69,344.00	-	-	69,344.00	100%	-	1,733.60

### Retainage

Application No.: Thirteen  
 Application Date: 11/30/2010  
 Period From: 11/1/2010  
 To: 11/30/2010

Item No.	Description Of The Work	Scheduled Value	Work Completed		Stored Materials	Total Amount	Percent Complete	Balance To Finish	Retainage
			Previous	This Period					
15-101	<b>Plumbing Contractor</b>								
15-102	Bldg A, Sanitary Underground- Material	5,500.00	5,500.00			5,500.00	100%		137.50
15-103	Bldg A, Sanitary Underground- Labor	4,000.00	4,000.00			4,000.00	100%		100.00
15-104	Bldg A, Domestic Water- Material	6,000.00	6,000.00			6,000.00	100%		150.00
15-105	Bldg A, Domestic Water - Labor	5,500.00	5,500.00			5,500.00	100%		137.50
15-106	Bldg A, Sanitary Waste and Vent- Material	3,500.00	3,500.00			3,500.00	100%		87.50
15-107	Bldg A, Sanitary Waste and Vent- Labor	2,500.00	2,500.00			2,500.00	100%		62.50
15-108	Bldg A, Plumbing Insulation	1,500.00	1,500.00			1,500.00	100%		37.50
15-109	Bldg A, Plumbing Fixtures- Material	10,000.00	10,000.00			10,000.00	100%		250.00
15-110	Bldg A, Plumbing Fixtures- Labor	6,000.00	6,000.00			6,000.00	100%		150.00
15-111	Bldg B & C, Sanitary Underground- Material	6,000.00	6,000.00			6,000.00	100%		150.00
15-112	Bldg B & C, Sanitary Underground- Labor	5,500.00	5,500.00			5,500.00	100%		137.50
15-113	Bldg B & C, Domestic Water- Material	7,500.00	7,500.00			7,500.00	100%		187.50
15-114	Bldg B & C, Domestic Water - Labor	6,000.00	6,000.00			6,000.00	100%		150.00
15-115	Bldg B & C, Sanitary Waste and Vent- Material	5,000.00	5,000.00			5,000.00	100%		125.00
15-116	Bldg B & C, Sanitary Waste and Vent- Labor	2,500.00	2,500.00			2,500.00	100%		62.50
15-117	Bldg B & C, Plumbing Insulation	3,000.00	3,000.00			3,000.00	100%		75.00
15-118	Bldg B & C, Plumbing Fixtures- Material	16,500.00	16,500.00			16,500.00	100%		412.50
15-119	Bldg B & C, Plumbing Fixtures- Labor	7,000.00	7,000.00			7,000.00	100%		175.00
15-120	Bldg D, Sanitary Underground- Material	4,500.00	4,500.00			4,500.00	100%		112.50
15-121	Bldg D, Sanitary Underground- Labor	3,500.00	3,500.00			3,500.00	100%		87.50
15-122	Bldg D, Domestic Water- Material	5,000.00	5,000.00			5,000.00	100%		125.00
15-123	Bldg D, Domestic Water - Labor	3,500.00	3,500.00			3,500.00	100%		87.50
15-124	Bldg D, Sanitary Waste and Vent- Material	3,000.00	3,000.00			3,000.00	100%		75.00
15-125	Bldg D, Sanitary Waste and Vent- Labor	1,500.00	1,500.00			1,500.00	100%		37.50
15-126	Bldg D, Plumbing Insulation	1,500.00	1,500.00			1,500.00	100%		37.50
15-127	Bldg D, Plumbing Fixtures- Material	10,000.00	10,000.00			10,000.00	100%		250.00
15-128	Bldg D, Plumbing Fixtures- Labor	5,000.00	5,000.00			5,000.00	100%		125.00
15-129	Bldg E, Sanitary Underground- Material	5,500.00	5,500.00			5,500.00	100%		137.50
15-130	Bldg E, Sanitary Underground- Labor	4,000.00	4,000.00			4,000.00	100%		100.00
15-131	Bldg E, Domestic Water- Material	6,000.00	6,000.00			6,000.00	100%		150.00
15-132	Bldg E, Domestic Water - Labor	5,500.00	5,500.00			5,500.00	100%		137.50
15-133	Bldg E, Sanitary Waste and Vent- Material	3,500.00	3,500.00			3,500.00	100%		87.50
15-134	Bldg E, Sanitary Waste and Vent- Labor	2,500.00	2,500.00			2,500.00	100%		62.50

Job # 10-420  
 Retainage: 2.5%

Hidalgo Co. Pet 2 Admin. Office

Application No.: Thirteen  
 Application Date: 11/30/2010  
 Period From: 11/1/2010  
 To: 11/30/2010

**Retainage**

Item No.	Description Of The Work	Scheduled Value	Work Completed		Stored Materials	Total Amount	Percent Complete	Balance To Finish	Retainage
			Previous	This Period					
15-134	Bldg E, Plumbing Insulation	2,000.00	2,000.00	-	-	2,000.00	100%	-	50.00
15-135	Bldg E, Plumbing Fixtures- Material	9,750.00	9,750.00	-	-	9,750.00	100%	-	243.75
15-136	Bldg E, Plumbing Fixtures- Labor	6,000.00	6,000.00	-	-	6,000.00	100%	-	150.00
<b>HVAC</b>									
15-501	Mobilization	3,200.00	3,200.00	-	-	3,200.00	100%	-	80.00
15-502	Project Management	3,200.00	3,200.00	-	-	3,200.00	100%	-	80.00
15-503	Material - Submittals	500.00	500.00	-	-	500.00	100%	-	12.50
15-504	Project Meetings	3,000.00	3,000.00	-	-	3,000.00	100%	-	75.00
15-505	Equipment Rental	3,500.00	3,500.00	-	-	3,500.00	100%	-	87.50
15-506	Metal Duct Fabrication, material	60,100.00	60,100.00	-	-	60,100.00	100%	-	1,502.50
15-507	Metal Duct Fabrication, labor	53,000.00	53,000.00	-	-	53,000.00	100%	-	1,325.00
15-508	Air devices, material	23,500.00	23,500.00	-	-	23,500.00	100%	-	587.50
15-509	Air devices, labor	7,000.00	7,000.00	-	-	7,000.00	100%	-	175.00
15-510	Exhaust Fans, material	15,580.00	15,580.00	-	-	15,580.00	100%	-	388.50
15-511	Exhaust Fans, labor	7,000.00	7,000.00	-	-	7,000.00	100%	-	175.00
15-512	Equipment, Mini-Splits, material	2,420.00	2,420.00	-	-	2,420.00	100%	-	60.50
15-513	Air Handlers/Condensers	135,000.00	135,000.00	-	-	135,000.00	100%	-	3,375.00
15-514	Air Handlers/Condensers, labor	5,000.00	5,000.00	-	-	5,000.00	100%	-	125.00
15-515	Copper	1,500.00	1,500.00	-	-	1,500.00	100%	-	37.50
15-516	Labor	1,000.00	1,000.00	-	-	1,000.00	100%	-	25.00
<b>Electrical</b>									
16-101	Lighting-Material	91,925.00	91,925.00	-	-	91,925.00	100%	-	2,298.13
16-102	Lighting-Labor	33,200.00	33,200.00	-	-	33,200.00	100%	-	830.00
16-103	Gear-Material	20,700.00	20,700.00	-	-	20,700.00	100%	-	517.50
16-104	Gear-Labor	10,680.00	10,680.00	-	-	10,680.00	100%	-	267.25
16-105	Underground- Material	40,600.00	40,600.00	-	-	40,600.00	100%	-	1,015.00
16-106	Underground- Labor	9,500.00	9,500.00	-	-	9,500.00	100%	-	237.50
16-107	Rough-In-Material	47,000.00	47,000.00	-	-	47,000.00	100%	-	1,175.00
16-108	Rough-In-Labor	12,200.00	12,200.00	-	-	12,200.00	100%	-	305.00
16-109	Wire- Material	18,000.00	18,000.00	-	-	18,000.00	100%	-	450.00
16-110	Wire- Labor	6,900.00	6,900.00	-	-	6,900.00	100%	-	172.50
16-111	Finish-Out- Material	6,360.00	6,360.00	-	-	6,360.00	100%	-	159.00
16-112	Finish-Out- Labor	2,300.00	2,300.00	-	-	2,300.00	100%	-	57.50
16-113	Generator- Material/Labor	83,600.00	83,600.00	-	-	83,600.00	100%	-	2,090.00
16-114	Wind Turbines (Gear) Material	6,793.00	6,793.00	-	-	6,793.00	100%	-	169.83

**Retainage**

Item No.	Description Of The Work	Scheduled Value	Work Completed		Stored Materials	Total Amount	Percent Complete	Balance		Retainage
			Previous	This Period				To Finish		
16-115	Wind Turbines (Gear) Labor	7,057.00	7,057.00	-	-	7,057.00	100%	-	176.43	
16-116	Solar Panels (Gear) Material	1,738.00	1,738.00	-	-	1,738.00	100%	-	43.45	
16-117	Solar Panels (Gear) Labor	1,362.00	1,362.00	-	-	1,362.00	100%	-	34.05	
BF-003	Landscape & Irrigation Allowance	150,000.00	102,020.30	-	-	102,020.30	68%	47,979.70	2,550.51	
BF-001	Betterment Allowances	50,000.00	50,000.00	-	-	50,000.00	100%	-	1,250.00	
BF-019	HVAC Contingency	8,000.00	8,000.00	-	-	8,000.00	100%	-	200.00	
BF-015	Plumbing Contingency	8,000.00	8,000.00	-	-	8,000.00	100%	-	200.00	
BF-016	Electrical Contingency	8,000.00	8,000.00	-	-	8,000.00	100%	-	200.00	
BF-032	Structural Contingency	8,000.00	8,000.00	-	-	8,000.00	100%	-	200.00	
BF-050	Lawn Sprinkler Allowance	5,000.00	-	-	-	-	-	5,000.00	-	
ASI 009 1	Spanish tile blend in lieu of single color	9,281.00	9,281.00	-	-	9,281.00	100%	-	232.03	
ASI 009 2	Provide 1" exterior glazing (all) in lieu of 1/4"	28,115.00	28,115.00	-	-	28,115.00	100%	-	702.88	
ASI 009 3	Charge Betterment fund for ASI 009	(37,396.00)	(37,396.00)	-	-	(37,396.00)	100%	-	(934.90)	
ASI 11 01	Work shown on proposal request #1	27,752.00	27,752.00	-	-	27,752.00	100%	-	693.80	
ASI 11 02	Add underground conduit & install pull boxes	10,752.00	10,752.00	-	-	10,752.00	100%	-	268.80	
ASI 11 03	Eliminate Bldg A transformer ...	12,746.00	12,746.00	-	-	12,746.00	100%	-	318.65	
ASI 11	Charge Landscape allowance	(6,646.00)	(6,646.00)	-	-	(6,646.00)	100%	-	(166.15)	
ASI 11	Charge Betterment Fund	(12,604.00)	(12,604.00)	-	-	(12,604.00)	100%	-	(315.10)	
ASI 11	Charge HVAC Contingency	(8,000.00)	(8,000.00)	-	-	(8,000.00)	100%	-	(200.00)	
ASI 11	Charge PlumbingContingency	(8,000.00)	(8,000.00)	-	-	(8,000.00)	100%	-	(200.00)	
ASI 11	Charge ElectricalContingency	(8,000.00)	(8,000.00)	-	-	(8,000.00)	100%	-	(200.00)	
ASI 11	Charge StructuralContingency	(8,000.00)	(8,000.00)	-	-	(8,000.00)	100%	-	(200.00)	
ASI 009	Drainage & water system as-built summary	37,889.30	37,889.30	-	-	37,889.30	100%	-	947.23	
ASI 009	Additional cost (see attached)	15,534.00	15,534.00	-	-	15,534.00	100%	-	388.35	
ASI 009	Hall Acres Road crossing changes	4,400.00	4,400.00	-	-	4,400.00	100%	-	110.00	
ASI 009	Hall Acres Road temporary paving	(57,823.30)	(57,823.30)	-	-	(57,823.30)	100%	-	(1,445.58)	
ASI 009	Charge Landscaping & Irrigation Allowance	9,956.00	9,956.00	-	-	9,956.00	100%	-	248.90	
ASI 14/1	All work noted in Proposal Request #2 requ	2,402.00	2,402.00	-	-	2,402.00	100%	-	60.05	
ASI 14/2	Modification to the Wind Turbine Pier	5,635.00	5,635.00	-	-	5,635.00	100%	-	140.88	
ASI 14/3	Modification to the Canopy	4,558.00	4,558.00	-	-	4,558.00	100%	-	113.95	
ASI 14/4	Electrical modifications noted on ASI #8	15,000.00	15,000.00	-	-	15,000.00	100%	-	375.00	
ASI 14/5	Upgrade sheet rock to paperless fiberglass			-	-					

**Retainage**

Item No.	Description Of The Work	Scheduled Value	Work Completed		Stored Materials	Total Amount	Percent Complete	Balances To Finish	Retainage
			Previous	This Period					
ASI 14	Charge Landscape allowance	(37,551.00)	(37,551.00)	-	-	(37,551.00)	100%	-	(936.78)
CO 001	Irrigation	45,723.00	22,862.00	-	-	22,862.00	50%	22,861.00	571.55
	Contract sum	5,120,723.00	5,044,882.30	-	-	5,044,882.30	99%	75,840.70	126,122.40

Hidalgo Co. Pet 2 Admin. Office  
 Job # 10-420  
 Retainage: 2.5%

Application No.: Thirteen  
 Application Date: 11/30/2010  
 Period From: 11/1/2010  
 To: 11/30/2010

**Retainage**

Item No.	Description Of The Work	Scheduled Value	Work Completed		Stored Materials	Total Amount	Percent Complete	Balance To Finish	Retainage
			Previous	This Period					
<b>Breakdown by buildings</b>									
02-109	Building A - other items	590,532.01	590,532.01	—	—	590,532.01	98%	12,282.29	14,513.30
	Bldg A, Paving, drainage, miscellaneous	173,789.00	173,789.00	—	—	173,789.00	100%	—	4,344.73
	Bldg A, Wind Turbines / Photovoltaic	278,487.00	278,487.00	—	—	278,487.00	100%	—	6,962.18
	Bldg A Energy Conservation Supply	35,189.70	35,189.70	—	—	35,189.70	100%	—	879.74
13-601	Bldg A, Solar Energy System (Solar Lighting)	95,720.00	95,720.00	—	—	95,720.00	100%	—	2,393.00
CO 01	Irrigation	45,723.00	22,862.00	—	—	22,862.00	50%	22,861.00	571.55
	<b>Bldg A, total cost</b>	<b>1,221,723.00</b>	<b>1,186,579.71</b>	—	—	<b>1,186,579.71</b>	<b>97%</b>	<b>35,143.29</b>	<b>29,664.50</b>
02-119	Building B & C - other items	1,124,445.82	1,109,237.79	—	—	1,109,237.79	99%	15,208.03	27,730.94
	Bldg B&C, Paving, drainage, miscellaneous	173,789.00	173,789.00	—	—	173,789.00	100%	—	4,344.73
	Bldg B&C, Energy Conservation Supply	63,045.18	63,045.18	—	—	63,045.18	100%	—	1,576.13
13-602	Bldg B&C, Solar Energy System (Solar Lighting)	95,720.00	95,720.00	—	—	95,720.00	100%	—	2,393.00
	<b>Bldg B&amp;C, total cost</b>	<b>1,457,090.00</b>	<b>1,441,791.97</b>	—	—	<b>1,441,791.97</b>	<b>99%</b>	<b>15,208.03</b>	<b>36,044.80</b>
02-129	Building D - other items	845,166.13	833,308.66	—	—	833,308.66	99%	11,857.47	20,832.72
	Bldg D, Paving, drainage, miscellaneous	173,789.00	173,789.00	—	—	173,789.00	100%	—	4,344.73
	Bldg D, Energy Conservation Supply	21,324.87	21,324.87	—	—	21,324.87	100%	—	533.12
13-603	Bldg D, Solar Energy System (Solar Lighting)	95,720.00	95,720.00	—	—	95,720.00	100%	—	2,393.00
	<b>Bldg D, total cost</b>	<b>1,136,000.00</b>	<b>1,124,142.53</b>	—	—	<b>1,124,142.53</b>	<b>99%</b>	<b>11,857.47</b>	<b>28,103.57</b>
02-139	Building E - other items	995,044.75	981,412.84	—	—	981,412.84	99%	13,631.91	24,535.32
	Bldg E, Paving, drainage, miscellaneous	173,787.00	173,787.00	—	—	173,787.00	100%	—	4,344.68
	Bldg E, Energy Conservation Supply	41,447.25	41,447.25	—	—	41,447.25	100%	—	1,036.18
13-604	Bldg E, Solar Energy System (Solar Lighting)	95,721.00	95,721.00	—	—	95,721.00	100%	—	2,393.34
	<b>Bldg E, total cost</b>	<b>1,306,000.00</b>	<b>1,292,368.09</b>	—	—	<b>1,292,368.09</b>	<b>99%</b>	<b>13,631.91</b>	<b>32,309.53</b>
<b>Totals</b>		<b>5,120,723.00</b>	<b>5,044,882.30</b>	—	—	<b>5,044,882.30</b>	<b>99%</b>	<b>75,840.70</b>	<b>126,122.40</b>

**GENERAL CONTRACTOR'S  
AFFIDAVIT AND PARTIAL  
WAIVER OF LIEN**

**GENERAL CONTRACTOR'S  
AFFIDAVIT AND PARTIAL WAIVER OF LIEN # 13**

**THE STATE OF TEXAS**

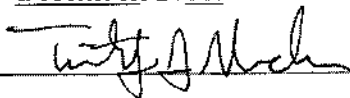
**COUNTY OF HIDALGO**

BEFORE ME, the undersigned authority, on this day personally appeared, Timothy J. Mickunas, who being duly sworn, upon his/her oath, declares and acknowledges as follows:

1. I am a duly authorized of D. Wilson Construction Company (the "General Contractor")
2. Pursuant to an agreement between Hidalgo County and the General Contractor, materials have been supplied and/or labor has been performed in connection the construction of the project upon certain real property owned by the Owner in Hidalgo County, Texas. Said project are more particularly described as **New Hidalgo County Pet. 2 Administration Offices, Pharr, Texas.**
3. In consideration of and conditioned upon receipt of payment through November 30, 2010 from the Owner, D. Wilson Construction Company hereby waives and releases any and all liens, rights and interests under the construction and statutes of the State of Texas, for any labor and/or materials supplied to the Project, as of the date stated above.
4. D. Wilson Construction Company certifies that the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, and should any deviations from the contract documents, be found at any time, General Contractor holds the Owner, the Architect, and Engineers harmless.

EXECUTED this 8th day of December, 2010.

By: \_\_\_\_\_

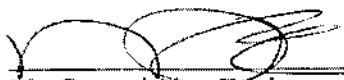


Title: Timothy J. Mickunas, Secretary/Treasurer

SUBSCRIBED AND SWORN TO before me by the said Secretary/Treasurer of D. Wilson Construction Company this 8th day of December, 2010, to certify which witness my hand and seal of office.

Seal:

NOTARY PUBLIC in and for Hidalgo County, The State of Texas



My Commission Expires on: 06/08/11

**SURETY COMPANY STATEMENT**

# HUGHSTON INSURANCE AGENCY

David C. Hughston, CIC, CPCU  
Peggy Gonzalez, CIC, CPCU, CRIS  
Christopher Hughston, CIC  
Brock Hughston, CISR

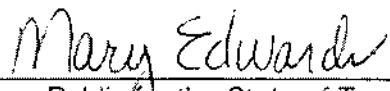
December 8, 2010

This is to confirm that we have reviewed the Application for Payment No. 13 submitted by D. Wilson Construction Company the Contractor for the New Hidalgo County Pct. 2 Administration Offices and Other County Offices, Pharr, Texas, and that we approve, without reservation, of the payment of the requested funds to the Contractor by Hidalgo County.

Great American Insurance Company of New York certifies that the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, and should any deviations from the contract documents, be found at any time, Great American Insurance Company of New York holds the Owner, the Architect, and Engineers harmless.

  
Print Name: Peggy Gonzalez  
Name of Surety: Great American Insurance  
of New York

This instrument was acknowledged before me, the undersigned authority by Peggy Gonzalez on the 8th day of December, 2010

  
Notary Public for the State of Texas  
Commission Expires: 04/02/2012



**GREAT AMERICAN INSURANCE COMPANY OF NEW YORK**  
New York

Administrative Office: 580 WALNUT STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by this power of attorney is not more than **Five**

No 0 15621

**POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS:** That the GREAT AMERICAN INSURANCE COMPANY OF NEW YORK, a corporation organized and existing under and by virtue of the laws of the State of New York, does hereby nominate, constitute and appoint the person or persons named below its true and lawful attorney-in-fact, for it and in its name, place and stead to execute in behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof, provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
Ray Hughston	Address	All
Chris Hughston	All of	All
David C. Hughston	Brownsville, Texas	\$75,000,000
Peggy Gonzalez		

This Power of Attorney revokes all previous powers issued in behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF, the GREAT AMERICAN INSURANCE COMPANY OF NEW YORK has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this **1st** day of **April**, **2010**

Attest

GREAT AMERICAN INSURANCE COMPANY OF NEW YORK

*[Faint signatures and stamps]*

*[Handwritten signature]*  
DAVID C. KITCHIN, President

DAVID C. KITCHIN (MAY 17 2010)

STATE OF OHIO, COUNTY OF HAMILTON-ss:

On this **1st** day of **April**, **2010**, before me personally appeared **DAVID C. KITCHIN**, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is the Divisional Senior Vice President of the Bond Division of Great American Insurance Company of New York, the Company described in and which executed the above instrument; that he knows the seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



**KAREN L. GROSHEIM**  
NOTARY PUBLIC, STATE OF OHIO  
MY COMMISSION EXPIRES 02-20-11

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company of New York by unanimous written consent dated July 27, 1995.

**RESOLVED:** That the Divisional President, the Divisional Senior Vice President, the several Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

**RESOLVED FURTHER:** That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract or suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

**CERTIFICATION**

I, **EVE CUTLER ROSEN**, Senior Vice President, General Counsel & Assistant Secretary of Great American Insurance Company of New York, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of July 27, 1995 have not been revoked and are now in full force and effect.

Signed and sealed this **8th** day of **December**

**2010**

*[Handwritten signature]*

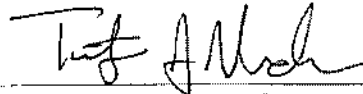
**APPLICATIONS FOR  
PAYMENT CERTIFICATION**

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## § 9.3 APPLICATIONS FOR PAYMENT

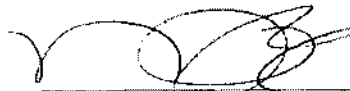
In accordance with § 9.3.1 of AIA Document A201, General Conditions of the Contract for Construction, D. Wilson Construction Company certifies that there are no known mechanics', materialman's, or laborers' liens or claims, or any other liens or claims, legal or equitable, contractual, statutory, or constitutional, outstanding or known to exist at the date of this Application; all due and payable bills with respect to the Work have been paid to date or are included in the amount requested in the **Application #13** and there is no known basis for the filing of any mechanics', materialman's or laborers' lien or claim, or any other lien or claim, legal or equitable, contractual, statutory, or constitutional on the Work; and waivers and releases from all Subcontractors, laborers, and material men for Work done and materials furnished have been obtained in such form as to constitute an effective waiver and release of all such liens and claims under the laws of the state within which the Project is located and shall be delivered to the Architect together with Contractor's waiver and release of liens and claims at the time of submission of the Application for Payment.

**D. WILSON CONSTRUCTION COMPANY**



**Timothy J. Mickunas, Secretary/Treasurer**

This instrument was acknowledged before me, the undersigned authority by Timothy J. Mickunas on the **8th** day of **December, 2010**.



Notary Public for the State of Texas  
My Commission Expires: 06/08/11

**CONSENT OF SURETY TO  
REDUCTION IN OR PARTIAL  
RELEASE OF RETAINAGE**



**CONSENT OF SURETY TO REDUCTION IN OR PARTIAL RELEASE OF RETAINAGE**

TO OWNER / ARCHITECT / CONTRACTOR

CONTRACT FOR:

County of Hidalgo  
2812 S. Business Hwy 281  
Edinburg, TX 78539

PROJECT:

CONTRACT DATED:

New Hidalgo County Precinct 2 Administration  
Offices & Other County Offices  
Pharr, TX

In accordance with the provisions of the Contract between the Obligee and the Contractor as indicated above, the

Great American Insurance Company of New York  
2435 N. Central Expressway, Suite #600, Richardson, TX 75080

, SURETY,

on bond of

D. Wilson Construction Company  
P.O. Box 3455, McAllen, TX 78501

, CONTRACTOR,

hereby approves the reduction in or partial release of retainage to the Contractor as follows:

Reduce Retainage from 5% to 2.5%

The Surety agrees that such reduction in or partial release of retainage to the Contractor shall not relieve the Surety of any of its obligations to

County of Hidalgo  
2812 S. Business Hwy 281, Edinburg, TX 78539

, OWNER,

as set forth in said Surety's bond.

Signed, sealed and dated this 8th day of December, 2010.

Great American Insurance Company of New York  
Surety

By:   
David C. Hugbston Attorney-in-Fact

**GREAT AMERICAN INSURANCE COMPANY®**

Administrative Office: 580 WALNUT STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by this power of attorney is not more than **FIVE**

No. 0 15621

**POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS:** That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
RAY HUGHSTON	PEGGY GONZALEZ	ALL
CHRIS HUGHSTON	MARY EDWARDS	\$75,000,000.
DAVID C. HUGHSTON		

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this **22ND** day of **JULY** **2009**  
Attest **GREAT AMERICAN INSURANCE COMPANY**



Assistant Secretary

Divisional Senior Vice President

DAVID C. KITCHIN (513-412-4602)

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this **22ND** day of **JULY** **2009**, before me personally appeared **DAVID C. KITCHIN**, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



**KAREN L. GROSHEIM**  
NOTARY PUBLIC, STATE OF OHIO  
MY COMMISSION EXPIRES 02-20-11

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

**RESOLVED:** That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

**RESOLVED FURTHER:** That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

**CERTIFICATION**

I, **STEPHEN C. BERATHA**, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this **8th** day of **December** **2010**



Assistant Secretary

# V·A Architecture

December 14, 2010

Commissioner Héctor "Tito" Palacios  
Hidalgo County Pct. 2  
301 E. State Street  
Pharr, Texas 78577

RE: New Administration Offices for Hidalgo County Pct. 2 & Other County Offices  
Pharr, Texas  
Contract No. C-09-037C-11-17; PO#636479

Commissioner Palacios:

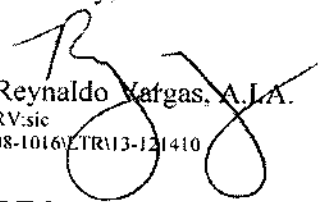
Enclosed please find six sets of the following documents submitted by D. Wilson Construction Co.:

1. AIA Document G702, Application and Certificate for Payment #13 for the partial release of retainage in the amount of One Hundred Twenty Six Thousand One Hundred Twenty One Dollars and 72/100 [\$126,121.72].
2. Breakdown of Application for Payment by Building
3. General Contractor's Affidavit and Partial Waiver of Lien dated 12/8/10
4. Surety Statement dated 12/8/10 and Power of Attorney
5. Statement in accordance with §9.3.1 dated 12/8/10
6. Consent of Surety to Reduction in or Partial Release of Retainage from Great American dated 12/8/10

**Please forward one set to Marty Salazar, Hidalgo County Purchasing Agent, two sets to Lupita Garza, Hidalgo County Auditor's Office, and return two sets to our office, for our files and the contractor.**

Your prompt attention to this request is greatly appreciated.

Sincerely,

  
Reynaldo Vargas, A.J.A.  
RV:sic  
08-1016/ETR/13-12/1410

RECEIVED

RECEIVED BY: \_\_\_\_\_ DEC 14 2010 TIME: \_\_\_\_\_



Vargas & Associates  
2029 Industrial Drive  
McAllen, Texas 78504  
956/631-2242

- C. **AI-24493** Fringe Benefits Sweep (1100): Approval to transfer General Fund lapsed fringe benefits from various departments to the Co. Wide Adm.- Contingency account.

**Purchasing Department:**

- A. **AI-24495** Acceptance and approval of request for payment of Invoice #11323644 in the amount of \$12,700.00 (month of November, 2010) with L&G Engineers, Inc. for the provision of professional engineering services under Contract #C-08-417-12-09-PO#617489 in connection with WA #1 (CC 12-09-08): FM 493 South from US 281 (Military Hwy.) N. 6.65 miles to Business 83.
- B. **AI-23850** 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 (All funding sources, programs and entities)- Purchase Of Welding Supplies and Related Services" RFB No.: 2011-028-01-12-SGS
- C. **AI-24488** Requesting approval of payment for Inv# 12810 (Payment Request #1) submitted by Quintanilla, Headley & Associates Inc. in the amount of (\$ 65,850.00) in connection to Contract #C-10-072A-03-30 (WA#4) (PO# 647787) for:"Paving/Un-Paved Road Construction Projects" within Hidalgo County Pct. No. 4 - Project: (Cibolo Road from U.S. 281 west (3,000.0 feet); (2) Mile 11 North Road from Mon Mack Road to Big 5 Road (1,100.0 feet); (3) Sharp Road from Curve Road to Curry Road (2,000.0 feet); (4) Rogers Road from Alamo Road west (1,300.0 feet); (5) Ingle Road between Seminary Road and U.S. 281).
- D. **AI-24482** Pct. #2:  
1. Approval of Request for Payment-Application No. 12 in the amount of \$498,791.80 from D. Wilson Construction Co. awarded contractor for the, "New Administration Office for Hidalgo County Pct. #2 and Other County Offices", and as certified for payment by project architect, VA Architecture; #C-09-037C-11-07;  
2. Approval of Request for Payment-Application No. 13 (Partial Retainage) in the amount of \$126,121.72 from D. Wilson Construction Co. awarded contractor for the,"New Administration Office for Hidalgo County Pct. #2 and Other County Offices", and as certified for payment by project architect, VA Architecture; #C-09-037C-11-07.
- E. **AI-24471** Approval of Application for Payment No.2-Final in the amount of \$192,094.63 from M Construction LTD contracted vendor for Chapa #2 Subdivision as reviewed and submitted by project engineer Izaguirre Engineering Group, LLC (C-CAP-09-372-11-24).
- F. **AI-24468** Approval of an Amendment No. 2 to the current agreement between Hidalgo County and Cook-Joyce for the provision of engineering services in connection with Precinct #3's Penitas Landfill to reflect the continuation of the scope of work.
- G. **AI-24446** Approval of Application for Payment No. 1 in the amount of \$37,277.10 from OG Construction, LLC, contracted vendor for McColl Estates Subdivision as reviewed and submitted by project engineer, R. Gutierrez Engineering Corporation (C-CAP-10-289-09-07).
- H. **AI-24449** Requesting authority to exercise the sixty (60) day grace period extension as

**AI-24482**

**16.0.0.**

**Requesting Payment-Application No.12 & #13 (Partial Retainage)**

**CC CONSENT**

Date: 12/21/2010  
 Submitted By: Yolanda Cisneros, COMM. PCT. #2  
 Submitted For: Yolanda Cisneros  
 Department: COMM. PCT. #2  
 Agenda Category: Purchasing Department

Information

CAPTION

Pct. #2:

A. Approval of Request for Payment-Application No. 12 in the amount of \$498,792.08 from D. Wilson Construction Co. awarded contractor for the, "New Administration Office for Hidalgo County Pct. #2 and Other County Offices", and as certified for payment by project architect, VA Architecture; #C-09-037C-11-07;

B. Approval of Request for Payment-Application No. 13 (Partial Retainage) in the amount of \$126,121.72 from D. Wilson Construction Co. awarded contractor for the,"New Administration Office for Hidalgo County Pct. #2 and Other County Offices", and as certified for payment by project architect, VA Architecture; #C-09-037C-11-07.

BACKGROUND

PO #636479

Fiscal Impact

FISCAL YEAR: 2010  
 FUNDS AVAILABLE Y/N?: Y  
 BUDGETARY IMPACT:  
 Upon PO classification.

ACCT. #: 0-1334-XXX-XX-122-0XX-0-XXX  
 MATCHING FUNDS Y/N?:

FISCAL YEAR: 2010  
 FUNDS AVAILABLE Y/N?: y  
 BUDGETARY IMPACT:

ACCT. #: 0-133X-XXX-XX-122-0XX-0-XXX  
 MATCHING FUNDS Y/N?:

FISCAL YEAR: 2010  
 FUNDS AVAILABLE Y/N?: Y  
 BUDGETARY IMPACT:  
 EECDBG ACCOUNT- UPON PO CLASSIFICATION

ACCT. #: 0-1287-466-00-122-0XX-3-XXX  
 MATCHING FUNDS Y/N?:

Attachments

Link: [Payment No. 12](#)

Link: [Partial Retainage](#)

---

**Form Routing/Status**

<b>Route Seq</b>	<b>Inbox</b>	<b>Approved By</b>	<b>Date</b>	<b>Status</b>
	(Originator)	Yolanda Cisneros	12/16/2010 02:03 PM	CREATED
1	Purchasing Department	Marty Salazar	12/16/2010 02:39 PM	APRV
2	Budget & Management	Erika Zamora	12/16/2010 02:40 PM	APRV
3	Roland Garcia			PEND
4	Auditor's Office			
Form Started By: Yolanda Cisneros			Started On: 12/16/2010 02:03 PM	

---

A.

**Review and Approval by Hidalgo County Precinct No. 2  
of Contractor's Application and Certificate for Payment**

Project:	New Administration Offices for Hidalgo County Pct. 2 & Other County Offices
Purchase Order #: Contract #	636479 C-09-037C-11-17
Application and Certificate for Payment	#12 (Twelve)
Submitted by:	D. Wilson Construction Co.
For Period to:	11/30/10
In the amount of:	\$498,792.08

Reviewed and Approved by:

\_\_\_\_\_  
Héctor "Tito" Palacios, Commissioner  
Hidalgo County Pct. 2

Date:

See Attached Account List

INVOICE RECEIVED BY:  
[Signature] ON 12/4/2010  
GOODS/SERVICES RECEIVED BY:  
[Signature] ON 12/4/2010



Application and Certificate for Payment

TO OWNER: PROJECT: Contract #2009-037C-11-17-OTM
County of Hidalgo New Administrative Offices for
P.O. Box 1356 Edinburg, TX 78539
FROM CONTRACTOR: VIA ARCHITECT:
D. Wilson Construction Company VA Architecture
P.O. Box 3455 2029 Industrial Dr.
McAllen, TX 78502-3455 McAllen, TX 78501

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

- 1. ORIGINAL CONTRACT SUM \$5,075,000.00
2. Net change by Change Orders \$ 45,723.00
3. CONTRACT SUM TO DATE (Line 1 + 2) \$5,120,723.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$5,044,882.30

5. RETAINAGE:

- a. % of Completed Work (Column D + E on G703) \$252,244.12
b. % of Stored Material (Column F on G703) \$ --

Total Retainage (Lines 5a + 5b or Total in Column I of G703) \$ 252,244.12

6. TOTAL EARNED LESS RETAINAGE \$4,792,638.18

(Line 4 Less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT \$4,293,846.10

(Line 6 from prior Certificate)

8. CURRENT PAYMENT DUE \$ 498,792.08

9. BALANCE TO FINISH, INCLUDING RETAINAGE

(Line 3 less Line 6)

\$ 328,084.82

Table with columns: CHANGE ORDER SUMMARY, ADDITIONS, DEDUCTIONS. Rows: Total changes approved in previous months by Owner, Total approved this Month, TOTALS, NET CHANGES by Change Order.

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

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The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: D. WILSON CONSTRUCTION COMPANY

By: [Signature] Date: 12/08/10

State of: Texas

County of: Hidalgo

Subscribed and sworn to before

me this 8th day of December 2010

Notary Public:

My Commission expires: 06/08/10

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 498,792.08

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: [Signature]

Date: 12-11-10

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment, and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

# **AIA** Document G702™ – 1992 Instructions

## **Application and Certificate for Payment**

### **GENERAL INFORMATION**

#### **Purpose and Related Documents**

AIA Document G702, Application and Certificate for Payment, is to be used in conjunction with AIA Document G703, Continuation Sheet. These documents are designed to be used on a Project where a Contractor has a direct Agreement with the Owner. Procedures for their use are covered in AIA Document A201, General Conditions of the Contract for Construction.

#### **Use of Current Documents**

Prior to using any AIA Contract Document, users should consult [www.aia.org](http://www.aia.org) or a local AIA component to verify the most recent edition.

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The AIA hereby grants the purchaser a limited license to reproduce a maximum of ten copies of a completed G702, but only for use in connection with a particular project. The AIA will not permit reproduction outside of the limited license for reproduction granted above, except upon written request and receipt of written permission from the AIA.

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### **COMPLETING THE G702 FORM**

After the Contractor has completed AIA Document G703, Continuation Sheet, summary information should be transferred to AIA Document G702, Application and Certificate for Payment.

The Contractor should sign G702, have it notarized, and submit it, together with G703, to the Architect.

The Architect should review G702 and G703 and, if they are acceptable, complete the Architect's Certificate for Payment on G702.

The Architect may certify a different amount than that applied for, pursuant to Sections 9.5 and 9.6 of A201. The Architect should then initial all figures on G702 and G703 that have been changed to conform to the amount certified and attach an explanation. The completed G702 and G703 should be forwarded to the Owner.

### **MAKING PAYMENT**

The Owner should make payment directly to the Contractor based on the amount certified by the Architect on AIA Document G702, Application and Certificate for Payment. The completed form contains the name and address of the Contractor. Payment should not be made to any other party unless specifically indicated on G702.

### **EXECUTION OF THE DOCUMENT**

Persons executing the document should indicate the capacity in which they are acting (i.e., president, secretary, partner, etc.) and the authority under which they are executing the document. Where appropriate, a copy of the resolution authorizing the individual to act on behalf of the firm or entity should be attached.

Idaho Co. Pet 2 Admin. Office  
 Job # 10-420  
 Retainage 5%

Application No.: Twelve  
 Application Date: 11/30/2010  
 Period From: 11/1/2010  
 To: 11/30/2010

Item No.	Description Of The Work	Scheduled Value	Work Completed		Stored Materials	Total Amount	Percent Complete	Balance To Finish	Retainage
			Previous	This Period					
01-010	General Conditions	176,547.00	167,709.00	8,838.00	—	176,547.00	100%	—	8,827.35
01-405	Building Permit	13,290.00	13,290.00	—	—	13,290.00	100%	—	654.50
01-870	Bond	52,592.00	52,592.00	—	—	52,592.00	100%	—	2,629.60
01-871	Builder's Risk Policy	7,899.00	7,899.00	—	—	7,899.00	100%	—	394.95
01-874	Liability insurance	55,750.00	55,750.00	—	—	55,750.00	100%	—	2,787.50
02-002	File Notice of Intent (SWPPP)	300.00	300.00	—	—	300.00	100%	—	15.00
02-002	SWPPP-Inspections	2,450.00	2,450.00	—	—	2,450.00	100%	—	122.50
02-101	Bldg A, Building pad, labor	6,122.00	6,122.00	—	—	6,122.00	100%	—	306.10
02-102	Bldg A, Building pad, material	13,637.00	13,637.00	—	—	13,637.00	100%	—	681.85
02-103	Bldg B & C, Building pad, labor	14,129.00	14,129.00	—	—	14,129.00	100%	—	706.45
02-104	Bldg B & C, Building pad, material	31,477.00	31,477.00	—	—	31,477.00	100%	—	1,573.85
02-105	Bldg D, Building pad, labor	5,396.00	5,396.00	—	—	5,396.00	100%	—	269.80
02-106	Bldg D, Building pad, material	12,021.00	12,021.00	—	—	12,021.00	100%	—	601.05
02-107	Bldg E, Building pad, labor	10,398.00	10,398.00	—	—	10,398.00	100%	—	519.90
02-108	Bldg E, Building pad, material	23,166.00	23,166.00	—	—	23,166.00	100%	—	1,158.30
02-109	Bldg A, Sanitary sewer, labor	3,576.00	3,576.00	—	—	3,576.00	100%	—	178.80
02-110	Bldg A, Sanitary sewer, material	1,797.00	1,797.00	—	—	1,797.00	100%	—	89.85
02-111	Bldg A, Water improvements, labor	10,674.00	10,674.00	—	—	10,674.00	100%	—	533.70
02-112	Bldg A, Water improvements, material	11,260.00	11,260.00	—	—	11,260.00	100%	—	563.00
02-113	Bldg A, Miscellaneous, labor	697.00	697.00	—	—	697.00	100%	—	34.85
02-114	Bldg A, Miscellaneous, material	1,228.00	1,228.00	—	—	1,228.00	100%	—	61.40
02-115	Bldg A, Paving, labor	50,738.00	46,679.00	4,059.00	—	50,738.00	100%	—	2,536.90
02-116	Bldg A, Paving, material	73,142.00	62,171.00	10,971.00	—	73,142.00	100%	—	3,657.10
02-117	Bldg A, Drainage, labor	7,652.00	7,652.00	—	—	7,652.00	100%	—	382.60
02-118	Bldg A, Drainage, material	13,025.00	13,025.00	—	—	13,025.00	100%	—	651.25
02-119	Bldg B&C, Sanitary sewer, labor	3,576.00	3,576.00	—	—	3,576.00	100%	—	178.80
02-120	Bldg B&C, Sanitary sewer, material	1,797.00	1,797.00	—	—	1,797.00	100%	—	89.85
02-121	Bldg B&C, Water improvements, labor	10,674.00	10,674.00	—	—	10,674.00	100%	—	533.70
02-122	Bldg B&C, Water improvements, material	11,260.00	11,260.00	—	—	11,260.00	100%	—	563.00
02-123	Bldg B&C, Miscellaneous, labor	697.00	697.00	—	—	697.00	100%	—	34.85
02-124	Bldg B&C, Miscellaneous, material	1,228.00	1,228.00	—	—	1,228.00	100%	—	61.40
02-125	Bldg B&C, Paving, labor	50,738.00	46,679.00	4,059.00	—	50,738.00	100%	—	2,536.90
02-126	Bldg B&C, Paving, material	73,142.00	62,171.00	10,971.00	—	73,142.00	100%	—	3,657.10
02-127	Bldg B&C, Drainage, labor	7,652.00	7,652.00	—	—	7,652.00	100%	—	382.60

Hidalgo Co. Pct.2 Admn. Office  
 Job # 10-420  
 Retainage: 5%

Application No.: Twelve  
 Application Date: 11/30/2010  
 Period From: 11/1/2010  
 To: 11/30/2010

Item No.	Description Of The Work	Scheduled Value	Work Completed		Stored Materials	Total Amount	Percent Complete	Balance To Finish	Retainage
			Previous	This Period					
02-128	Bldg B&C, Drainage, material	13,025.00	13,025.00	—	—	13,025.00	100%	—	651.25
02-129	Bldg D, Sanitary sewer, labor	3,576.00	3,576.00	—	—	3,576.00	100%	—	178.80
02-130	Bldg D, Sanitary sewer, material	1,797.00	1,797.00	—	—	1,797.00	100%	—	89.85
02-131	Bldg D, Water improvements, labor	10,674.00	10,674.00	—	—	10,674.00	100%	—	533.70
02-132	Bldg D, Water improvements, material	11,260.00	11,260.00	—	—	11,260.00	100%	—	563.00
02-133	Bldg D, Miscellaneous, labor	697.00	697.00	—	—	697.00	100%	—	34.85
02-134	Bldg D, Miscellaneous, material	1,228.00	1,228.00	—	—	1,228.00	100%	—	61.40
02-135	Bldg D, Paving, labor	50,738.00	46,679.00	4,059.00	—	50,738.00	100%	—	2,536.90
02-136	Bldg D, Paving, material	73,142.00	62,171.00	10,971.00	—	73,142.00	100%	—	3,657.10
02-137	Bldg D, Drainage, labor	7,652.00	7,652.00	—	—	7,652.00	100%	—	382.60
02-138	Bldg D, Drainage, material	13,025.00	13,025.00	—	—	13,025.00	100%	—	651.25
02-139	Bldg E, Sanitary sewer, labor	3,576.00	3,576.00	—	—	3,576.00	100%	—	178.80
02-140	Bldg E, Sanitary sewer, material	1,797.00	1,797.00	—	—	1,797.00	100%	—	89.85
02-141	Bldg E, Water improvements, labor	10,674.00	10,674.00	—	—	10,674.00	100%	—	533.70
02-142	Bldg E, Water improvements, material	11,260.00	11,260.00	—	—	11,260.00	100%	—	563.00
02-143	Bldg E, Miscellaneous, labor	697.00	697.00	—	—	697.00	100%	—	34.85
02-144	Bldg E, Miscellaneous, material	1,228.00	1,228.00	—	—	1,228.00	100%	—	61.40
02-145	Bldg E, Paving, labor	50,738.00	46,679.00	4,059.00	—	50,738.00	100%	—	2,536.90
02-146	Bldg E, Paving, material	73,142.00	62,171.00	10,971.00	—	73,142.00	100%	—	3,657.10
02-147	Bldg E, Drainage, labor	7,650.00	7,650.00	—	—	7,650.00	100%	—	382.50
02-148	Bldg E, Drainage, material	13,025.00	13,025.00	—	—	13,025.00	100%	—	651.25
02-282	Termite Control	7,270.00	7,270.00	—	—	7,270.00	100%	—	363.50
02-530	Splashblocks	250.00	—	250.00	—	250.00	100%	—	12.50
02-831	Electronic Operable Gates	23,390.00	—	23,390.00	—	23,390.00	100%	—	1,169.50
03-070	Foundation Concrete Material	99,808.00	99,808.00	—	—	99,808.00	100%	—	4,990.40
03-101	Foundation labor	75,894.00	75,894.00	—	—	75,894.00	100%	—	3,794.70
03-102	Transformer pad labor	2,400.00	2,400.00	—	—	2,400.00	100%	—	120.00
03-106	Dumpster pad labor	3,200.00	3,200.00	—	—	3,200.00	100%	—	160.00
03-107	CIP beams labor	4,800.00	4,800.00	—	—	4,800.00	100%	—	240.00
03-110	Concrete Pump	9,604.00	9,604.00	—	—	9,604.00	100%	—	480.20
03-200	Foundation Rebar	42,269.00	42,269.00	—	—	42,269.00	100%	—	2,113.45
03-250	Concrete Accessories	4,035.00	4,035.00	—	—	4,035.00	100%	—	201.75

Chicago Co. Pet.2 Admin. Office  
 Job # 10-420  
 Retainage: 5%

Application No.: Twelve  
 Application Date: 11/30/2010  
 Period From: 11/1/2010  
 To: 11/30/2010

Item No.	Description Of The Work	Scheduled Value	Work Completed		Stored Materials	Total Amount	Percent Complete	Balance To Finish	Retainage
			Previous	This Period					
03-261	Bldg A, Insulated Concrete Forms	32,467.00	32,467.00	-	-	32,467.00	100%	-	1,623.35
03-262	Bldg B&C, Insulated Concrete Forms	84,416.00	84,416.00	-	-	84,416.00	100%	-	4,220.80
03-263	Bldg D, Insulated Concrete Forms	43,290.00	43,290.00	-	-	43,290.00	100%	-	2,164.50
03-264	Bldg E, Insulated Concrete Forms	56,280.00	56,280.00	-	-	56,280.00	100%	-	2,814.00
04-100	Masonry Subcontract	259,531.00	259,531.00	-	-	259,531.00	100%	-	12,976.55
04-109	Masonry Rebar	1,997.00	1,997.00	-	-	1,997.00	100%	-	99.85
04-110	Masonry Anchor Welding	1,000.00	1,000.00	-	-	1,000.00	100%	-	50.00
05-101	Structural Steel shop drawings	4,000.00	4,000.00	-	-	4,000.00	100%	-	200.00
05-102	Embed plates	5,500.00	5,500.00	-	-	5,500.00	100%	-	275.00
05-103	Structural steel material	69,500.00	69,500.00	-	-	69,500.00	100%	-	3,475.00
05-104	Structural steel fabrication	24,600.00	24,600.00	-	-	24,600.00	100%	-	1,230.00
05-105	Steel joists and metal deck	65,200.00	65,200.00	-	-	65,200.00	100%	-	3,260.00
05-106	Metal roof sheets	26,300.00	26,300.00	-	-	26,300.00	100%	-	1,315.00
05-107	Structural steel erection	42,000.00	42,000.00	-	-	42,000.00	100%	-	2,100.00
05-108	Canopy roofing	10,900.00	10,900.00	-	-	10,900.00	100%	-	545.00
06-100	Rough Carpentry	85,000.00	85,000.00	-	-	85,000.00	100%	-	4,250.00
06-100	Trellis	960.00	-	960.00	-	960.00	100%	-	48.00
	<b>Architectural Woodwork</b>								
06-401	Bldg. A, Shop Drawing Submittals	240.00	240.00	-	-	240.00	100%	-	12.00
06-402	Bldg. A, Base Cabinets	2,700.00	2,700.00	-	-	2,700.00	100%	-	135.00
06-403	Bldg. A, Upper Cabinets	1,180.00	1,180.00	-	-	1,180.00	100%	-	59.00
06-404	Bldg. A, Skirts/Removable Panels	195.00	195.00	-	-	195.00	100%	-	9.75
06-405	Bldg. A, Plastic Laminate Counter Tops	1,050.00	1,050.00	-	-	1,050.00	100%	-	52.50
06-406	Bldg. A, Delivery & Installation	560.00	560.00	-	-	560.00	100%	-	28.00
06-407	Bldg. D, Shop Drawing Submittals	575.00	575.00	-	-	575.00	100%	-	28.75
06-408	Bldg. D, Base Cabinets	5,727.00	5,727.00	-	-	5,727.00	100%	-	286.35
06-409	Bldg. D, Upper Cabinets	780.00	780.00	-	-	780.00	100%	-	39.00
06-410	Bldg. D, Pony Walls/Judge's Bench	1,920.00	1,920.00	-	-	1,920.00	100%	-	96.00
06-411	Bldg. D, Plastic Laminate Counter Tops	4,693.00	4,693.00	-	-	4,693.00	100%	-	234.65
06-412	Bldg. D, Delivery & Installation	1,500.00	1,500.00	-	-	1,500.00	100%	-	75.00

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Item No.	Description Of The Work	Scheduled Value	Work Completed		Stored Materials	Total Amount	Percent Complete	Balance To Finish	Retainage
			Previous	This Period					
06-413	Bldg. B & C, Shop Drawing Submittals	775.00	775.00	-	-	775.00	100%	-	38.75
06-414	Bldg. B & C, Base Cabinets	9,690.00	9,690.00	-	-	9,690.00	100%	-	484.50
06-415	Bldg. B & C, Upper Cabinets	3,896.00	3,896.00	-	-	3,896.00	100%	-	194.80
06-416	Bldg. B & C, Tall Cabinets/Shelving Units	1,804.00	1,804.00	-	-	1,804.00	100%	-	90.20
06-417	Bldg. B & C, Skirts/Removable Panels	420.00	420.00	-	-	420.00	100%	-	21.00
06-418	Bldg. B & C, Pony Walls/Judge's Bench	800.00	800.00	-	-	800.00	100%	-	40.00
06-419	Bldg. B & C, Plastic Laminate Counter Tops	3,760.00	3,760.00	-	-	3,760.00	100%	-	188.00
06-420	Bldg. B & C, Delivery & Installation	2,300.00	2,300.00	-	-	2,300.00	100%	-	115.00
06-421	Bldg. E, Shop Drawing Submittals	917.00	917.00	-	-	917.00	100%	-	45.85
06-422	Bldg. E, Base Cabinets	7,425.00	7,425.00	-	-	7,425.00	100%	-	371.25
06-423	Bldg. E, Upper Cabinets	3,320.00	3,320.00	-	-	3,320.00	100%	-	166.00
06-424	Bldg. E, Skirts/Removable Panels	450.00	450.00	-	-	450.00	100%	-	22.50
06-425	Bldg. E, Pony Walls/Judge's Bench	15,729.00	15,729.00	-	-	15,729.00	100%	-	786.45
06-426	Bldg. E, Plastic Laminate Counter Tops	4,175.00	4,175.00	-	-	4,175.00	100%	-	208.75
06-427	Bldg. E, Delivery & Installation	3,669.00	3,669.00	-	-	3,669.00	100%	-	183.45
07-185	Water Proofing	49,290.00	49,290.00	-	-	49,290.00	100%	-	2,464.50
07-500	Roofing	278,843.00	278,843.00	-	-	278,843.00	100%	-	13,942.15
08-100	Metal Doors and Frames	32,250.00	32,250.00	-	-	32,250.00	100%	-	1,612.50
08-101	Frame/Door/Hardware Labor	20,850.00	4,200.00	16,650.00	-	20,850.00	100%	-	1,042.50
08-200	Flush Doors	30,134.00	30,134.00	-	-	30,134.00	100%	-	1,506.70
08-700	Finish Hardware	48,275.00	48,275.00	-	-	48,275.00	100%	-	2,413.75
<b>Aluminum Entrances and Storefronts</b>									
08-801	Bldg A, Glass	3,244.00	3,244.00	-	-	3,244.00	100%	-	162.20
08-802	Bldg A, Metal	1,500.00	1,500.00	-	-	1,500.00	100%	-	75.00
08-803	Bldg A, Labor	2,457.00	2,457.00	-	-	2,457.00	100%	-	122.85
08-804	Bldg B & C Glass	4,252.00	4,252.00	-	-	4,252.00	100%	-	212.60
08-805	Bldg B & C Metal	3,500.00	3,500.00	-	-	3,500.00	100%	-	175.00
08-806	Bldg B & C Labor	2,705.00	2,705.00	-	-	2,705.00	100%	-	135.25
08-807	Bldg D Glass	4,060.00	4,060.00	-	-	4,060.00	100%	-	203.00
08-808	Bldg D Metal	1,500.00	1,500.00	-	-	1,500.00	100%	-	75.00
08-809	Bldg D Labor	2,690.00	2,690.00	-	-	2,690.00	100%	-	134.50
08-810	Bldg E Glass	2,592.00	2,592.00	-	-	2,592.00	100%	-	129.60
08-811	Bldg E Metal	2,400.00	2,400.00	-	-	2,400.00	100%	-	120.00

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			Previous	This Period					
09-812	Bldg E Labor	2,695.00	2,695.00	—	—	2,695.00	100%	—	134.75
09-101	Metal framing, labor	51,979.00	51,979.00	—	—	51,979.00	100%	—	2,598.95
09-102	Metal framing, material	34,653.00	34,653.00	—	—	34,653.00	100%	—	1,732.65
09-103	Insulation, labor	17,994.00	17,994.00	—	—	17,994.00	100%	—	899.70
09-104	Insulation, material	11,996.00	11,996.00	—	—	11,996.00	100%	—	599.80
09-105	Sheetrock, material	42,359.00	42,359.00	—	—	42,359.00	100%	—	2,117.95
09-106	Sheetrock, labor	28,239.00	28,239.00	—	—	28,239.00	100%	—	1,411.95
09-501	Ceilings, material	35,334.00	35,334.00	—	—	35,334.00	100%	—	1,766.70
09-502	Ceilings, labor	23,555.00	19,961.00	3,594.00	—	23,555.00	100%	—	1,177.75
09-300	Ceramic Tile	38,994.00	38,994.00	—	—	38,994.00	100%	—	1,949.70
09-600	VCT	61,817.00	61,817.00	—	—	61,817.00	100%	—	3,090.85
09-901	Tape / float / paint	1,500.00	1,500.00	—	—	1,500.00	100%	—	75.00
09-902	Tape / float / paint, Mobilization	500.00	—	500.00	—	500.00	100%	—	25.00
09-903	Tape / float / paint, Demobilization	500.00	500.00	—	—	500.00	100%	—	25.00
09-904	Tape / float / paint, Submittals	500.00	—	500.00	—	500.00	100%	—	25.00
09-904	Tape / float / paint, Close-Out	500.00	—	500.00	—	500.00	100%	—	25.00
09-905	Bldg A, Tape / Float, Material	805.00	805.00	—	—	805.00	100%	—	40.25
09-906	Bldg A, Paint -Material	2,259.00	2,259.00	—	—	2,259.00	100%	—	112.95
09-907	Bldg A, Equipment Rental	730.00	730.00	—	—	730.00	100%	—	36.50
09-908	Bldg A, Labor	6,525.00	5,875.00	650.00	—	6,525.00	100%	—	326.25
09-909	Bldg A, Overhead And Profit	4,200.00	3,790.00	410.00	—	4,200.00	100%	—	210.00
09-910	Bldg B & C, Tape / Float, Material	2,270.00	2,270.00	—	—	2,270.00	100%	—	113.50
09-911	Bldg B & C, Paint -Material	6,147.00	6,147.00	—	—	6,147.00	100%	—	307.35
09-912	Bldg B & C, Equipment Rental	730.00	730.00	—	—	730.00	100%	—	36.50
09-913	Bldg B & C, Labor	19,836.00	15,869.00	3,967.00	—	19,836.00	100%	—	991.80
09-914	Bldg B & C, Overhead And Profit	7,400.00	5,920.00	1,480.00	—	7,400.00	100%	—	370.00
09-915	Bldg D, Tape / Float, Material	623.00	623.00	—	—	623.00	100%	—	31.15
09-916	Bldg D, Paint -Material	1,549.00	1,317.00	232.00	—	1,549.00	100%	—	77.45
09-917	Bldg D, Equipment Rental	730.00	621.00	109.00	—	730.00	100%	—	36.50
09-918	Bldg D, Labor	2,879.00	2,447.00	432.00	—	2,879.00	100%	—	143.95

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			Previous	This Period					
09-919	Bldg D, Overhead And Profit	4,200.00	3,570.00	630.00	—	4,200.00	100%	—	210.00
09-920	Bldg E, Tape / Float, Material	1,554.00	1,400.00	154.00	—	1,554.00	100%	—	77.70
09-921	Bldg E, Paint -Material	3,866.00	3,093.00	773.00	—	3,866.00	100%	—	193.30
09-922	Bldg E, Equipment Rental	730.00	584.00	146.00	—	730.00	100%	—	36.50
09-923	Bldg E, Labor	17,521.00	14,017.00	3,504.00	—	17,521.00	100%	—	876.05
09-924	Bldg E, Overhead And Profit	4,200.00	3,360.00	840.00	—	4,200.00	100%	—	210.00
10-350	Flag Pole (4)	5,528.00	—	5,528.00	—	5,528.00	100%	—	276.40
10-350	Flag Pole Labor	3,500.00	—	3,500.00	—	3,500.00	100%	—	175.00
10-400	Signage & Graphics	11,159.00	—	11,159.00	—	11,159.00	100%	—	557.95
10-400	Signage & Graphics Labor	3,200.00	—	3,200.00	—	3,200.00	100%	—	160.00
10-520	Fire Extinguishers	2,464.00	—	2,464.00	—	2,464.00	100%	—	123.20
10-520	Fire Extinguishers Labor (\$50 ea)	1,150.00	—	1,150.00	—	1,150.00	100%	—	57.50
10-600	Toilet Partitions	2,280.00	2,280.00	—	—	2,280.00	100%	—	114.00
10-600	Toilet Partitions Labor	255.00	255.00	—	—	255.00	100%	—	12.75
10-800	Toilet and Bath Accessories	10,496.00	—	10,496.00	—	10,496.00	100%	—	524.80
10-800	Toilet and Bath Accessories Labor (\$10 ea)	1,850.00	—	1,850.00	—	1,850.00	100%	—	92.50
11-130	Audio Visual Equipment	5,550.00	—	5,550.00	—	5,550.00	100%	—	277.50
11-130	Audio Visual Equipment Labor	675.00	—	675.00	—	675.00	100%	—	33.75
13-601	Bldg A, Solar Energy System (Solar Lighting)	67,071.00	50,268.00	16,803.00	—	67,071.00	100%	—	3,353.55
13-602	Bldg B&C, Solar Energy System (Solar Lighting)	67,071.00	2,500.00	64,571.00	—	67,071.00	100%	—	3,353.55
13-603	Bldg D, Solar Energy System (Solar Lighting)	67,071.00	2,500.00	64,571.00	—	67,071.00	100%	—	3,353.55
13-604	Bldg E, Solar Energy System (Solar Lighting)	67,072.00	2,500.00	64,572.00	—	67,072.00	100%	—	3,353.60
13-605	Bldg A, Lighting Installation w/ Poles & Bases	28,649.00	18,750.00	9,899.00	—	28,649.00	100%	—	1,432.45
13-606	Bldg B&C, Lighting Installation w/ Poles & Bases	28,649.00	18,750.00	9,899.00	—	28,649.00	100%	—	1,432.45
13-607	Bldg D, Lighting Installation w/ Poles & Bases	28,649.00	18,750.00	9,899.00	—	28,649.00	100%	—	1,432.45
13-608	Bldg E, Lighting Installation w/ Poles & Bases	28,649.00	18,750.00	9,899.00	—	28,649.00	100%	—	1,432.45
13-650	Bldg A, Photovoltaic System	209,143.00	—	209,143.00	—	209,143.00	100%	—	10,457.15
13-815	Bldg A, Wind Turbines	69,344.00	2,400.00	66,944.00	—	69,344.00	100%	—	3,457.20

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			Previous	This Period					
	<b>Plumbing Contractor</b>								
15-101	Bldg A, Sanitary Underground- Material	5,500.00	5,500.00			5,500.00	100%		275.00
15-102	Bldg A, Sanitary Underground- Labor	4,000.00	4,000.00			4,000.00	100%		200.00
15-103	Bldg A, Domestic Water- Material	6,000.00	6,000.00			6,000.00	100%		300.00
15-104	Bldg A, Domestic Water - Labor	5,500.00	5,500.00			5,500.00	100%		275.00
15-105	Bldg A, Sanitary Waste and Vent- Material	3,500.00	3,500.00			3,500.00	100%		175.00
15-106	Bldg A, Sanitary Waste and Vent- Labor	2,500.00	2,500.00			2,500.00	100%		125.00
15-107	Bldg A, Plumbing Insulation	1,500.00	1,500.00			1,500.00	100%		75.00
15-108	Bldg A, Plumbing Fixtures- Material	10,000.00	10,000.00			10,000.00	100%		500.00
15-109	Bldg A, Plumbing Fixtures- Labor	6,000.00	6,000.00			6,000.00	100%		300.00
15-110	Bldg B & C, Sanitary Underground- Material	6,000.00	6,000.00			6,000.00	100%		300.00
15-111	Bldg B & C, Sanitary Underground- Labor	5,500.00	5,500.00			5,500.00	100%		275.00
15-112	Bldg B & C, Domestic Water- Material	7,500.00	7,500.00			7,500.00	100%		375.00
15-113	Bldg B & C, Domestic Water - Labor	6,000.00	6,000.00			6,000.00	100%		300.00
15-114	Bldg B & C, Sanitary Waste and Vent- Material	5,000.00	5,000.00			5,000.00	100%		250.00
15-115	Bldg B & C, Sanitary Waste and Vent- Labor	2,500.00	2,500.00			2,500.00	100%		125.00
15-116	Bldg B & C, Plumbing Insulation	3,000.00	3,000.00			3,000.00	100%		150.00
15-117	Bldg B & C, Plumbing Fixtures- Material	16,500.00	16,500.00			16,500.00	100%		825.00
15-118	Bldg B & C, Plumbing Fixtures- Labor	7,000.00	7,000.00			7,000.00	100%		350.00
15-119	Bldg D, Sanitary Underground- Material	4,500.00	4,500.00			4,500.00	100%		225.00
15-120	Bldg D, Sanitary Underground- Labor	3,500.00	3,500.00			3,500.00	100%		175.00
15-121	Bldg D, Domestic Water- Material	5,000.00	5,000.00			5,000.00	100%		250.00
15-122	Bldg D, Domestic Water - Labor	3,500.00	3,500.00			3,500.00	100%		175.00
15-123	Bldg D, Sanitary Waste and Vent- Material	3,000.00	3,000.00			3,000.00	100%		150.00
15-124	Bldg D, Sanitary Waste and Vent- Labor	1,500.00	1,500.00			1,500.00	100%		75.00
15-125	Bldg D, Plumbing Insulation	1,500.00	1,500.00			1,500.00	100%		75.00
15-126	Bldg D, Plumbing Fixtures- Material	10,000.00	10,000.00			10,000.00	100%		500.00
15-127	Bldg D, Plumbing Fixtures- Labor	5,000.00	5,000.00			5,000.00	100%		250.00
15-128	Bldg E, Sanitary Underground- Material	5,500.00	5,500.00			5,500.00	100%		275.00
15-129	Bldg E, Sanitary Underground- Labor	4,000.00	4,000.00			4,000.00	100%		200.00
15-130	Bldg E, Domestic Water- Material	6,000.00	6,000.00			6,000.00	100%		300.00
15-131	Bldg E, Domestic Water - Labor	5,500.00	5,500.00			5,500.00	100%		275.00
15-132	Bldg E, Sanitary Waste and Vent- Material	3,500.00	3,500.00			3,500.00	100%		175.00
15-133	Bldg E, Sanitary Waste and Vent- Labor	2,500.00	2,500.00			2,500.00	100%		125.00

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			Previous	This Period					
15-134	Bldg E, Plumbing Insulation	2,000.00	2,000.00	-	-	2,000.00	100%	-	100.00
15-135	Bldg E, Plumbing Fixtures- Material	9,750.00	9,750.00	-	-	9,750.00	100%	-	487.50
15-136	Bldg E, Plumbing Fixtures- Labor	6,000.00	6,000.00	-	-	6,000.00	100%	-	300.00
<b>HVAC</b>									
15-501	Mobilization	3,200.00	3,200.00	-	-	3,200.00	100%	-	160.00
15-502	Project Management	3,200.00	3,200.00	-	-	3,200.00	100%	-	160.00
15-503	Material - Submittals	500.00	500.00	-	-	500.00	100%	-	25.00
15-504	Project Meetings	3,000.00	3,000.00	-	-	3,000.00	100%	-	150.00
15-505	Equipment Rental	3,500.00	3,500.00	-	-	3,500.00	100%	-	175.00
15-506	Metal Duct Fabrication, material	60,100.00	60,100.00	-	-	60,100.00	100%	-	3,005.00
15-507	Metal Duct Fabrication, labor	53,000.00	53,000.00	-	-	53,000.00	100%	-	2,650.00
15-508	Air devices, material	23,500.00	23,500.00	-	-	23,500.00	100%	-	1,175.00
15-509	Air devices, labor	7,000.00	7,000.00	-	-	7,000.00	100%	-	350.00
15-510	Exhaust Fans, material	15,580.00	15,580.00	-	-	15,580.00	100%	-	779.00
15-511	Exhaust Fans, labor	7,000.00	7,000.00	-	-	7,000.00	100%	-	350.00
15-512	Equipment, Mini-Splits, material	2,420.00	2,420.00	-	-	2,420.00	100%	-	121.00
15-513	Air Handlers/Condensers	135,000.00	135,000.00	-	-	135,000.00	100%	-	6,750.00
15-514	Air Handlers/Condensers, labor	5,000.00	5,000.00	-	-	5,000.00	100%	-	250.00
15-515	Copper	1,500.00	1,500.00	-	-	1,500.00	100%	-	75.00
15-516	Labor	1,000.00	1,000.00	-	-	1,000.00	100%	-	50.00
<b>Electrical</b>									
16-101	Lighting-Material	91,925.00	87,750.00	4,175.00	-	91,925.00	100%	-	4,586.25
16-102	Lighting-Labor	33,200.00	32,250.00	950.00	-	33,200.00	100%	-	1,660.00
16-103	Gear-Material	20,700.00	20,700.00	-	-	20,700.00	100%	-	1,035.00
16-104	Gear-Labor	10,690.00	10,690.00	-	-	10,690.00	100%	-	534.50
16-105	Underground- Material	40,600.00	40,600.00	-	-	40,600.00	100%	-	2,030.00
16-106	Underground- Labor	9,500.00	6,775.00	2,725.00	-	9,500.00	100%	-	475.00
16-107	Rough-In-Material	47,000.00	47,000.00	-	-	47,000.00	100%	-	2,350.00
16-108	Rough-In-Labor	12,200.00	12,200.00	-	-	12,200.00	100%	-	610.00
16-109	Wire- Material	18,000.00	17,650.00	350.00	-	18,000.00	100%	-	900.00
16-110	Wire- Labor	6,900.00	6,745.00	155.00	-	6,900.00	100%	-	345.00
16-111	Finish-Out- Material	6,360.00	4,900.00	1,460.00	-	6,360.00	100%	-	318.00
16-112	Finish-Out- Labor	2,300.00	1,850.00	450.00	-	2,300.00	100%	-	115.00
16-113	Generator- Material/Labor	83,600.00	83,600.00	-	-	83,600.00	100%	-	4,180.00
16-114	Wind Turbines (Gear) Material	6,793.00	1,050.00	5,743.00	-	6,793.00	100%	-	339.65

Hidalgo Co. Pct.2 Admin. Office  
 Job # 10-420  
 Retainage: 5%

Application No.: Twelve  
 Application Date: 11/30/2010  
 Period From: 11/1/2010  
 To: 11/30/2010

Item No.	Description Of The Work	Scheduled Value	Work Completed		Stored Materials	Total Amount	Percent Complete	Balance To Finish	Retainage
			Previous	This Period					
16-115	Wind Turbines (Gear) Labor	7,057.00	—	7,057.00	—	7,057.00	100%	—	352.85
16-116	Solar Panels (Gear) Material	1,738.00	—	1,738.00	—	1,738.00	100%	—	86.90
16-117	Solar Panels (Gear) Labor	1,362.00	—	1,362.00	—	1,362.00	100%	—	68.10
BF-003	Landscape & Irrigation Allowance	150,000.00	64,469.00	37,551.30	—	102,020.30	68%	47,979.70	5,101.02
BF-001	Betterment Allowances	50,000.00	50,000.00	—	—	50,000.00	100%	—	2,500.00
BF-019	HVAC Contingency	8,000.00	8,000.00	—	—	8,000.00	100%	—	400.00
BF-015	Plumbing Contingency	8,000.00	8,000.00	—	—	8,000.00	100%	—	400.00
BF-016	Electrical Contingency	8,000.00	8,000.00	—	—	8,000.00	100%	—	400.00
BF-032	Structural Contingency	8,000.00	8,000.00	—	—	8,000.00	100%	—	400.00
BF-050	Lawn Sprinkler Allowance	5,000.00	—	—	—	—	—	5,000.00	—
ASI 009 1	Spanish tile blend in lieu of single color	9,281.00	9,281.00	—	—	9,281.00	100%	—	464.05
ASI 009 2	Provide 1" exterior glazing (all) in lieu of 1/4"	28,115.00	28,115.00	—	—	28,115.00	100%	—	1,405.75
ASI 009 3	Charge Betterment fund for ASI 009	(37,396.00)	(37,396.00)	—	—	(37,396.00)	100%	—	(1,869.80)
ASI 11 01	Work shown on proposal request #1	27,752.00	27,752.00	—	—	27,752.00	100%	—	1,387.50
ASI 11 02	Add underground conduit & install pull boxes	10,752.00	10,752.00	—	—	10,752.00	100%	—	537.50
ASI 11 03	Eliminate Bldg A transformer ...	12,746.00	12,746.00	—	—	12,746.00	100%	—	637.30
ASI 11	Charge Landscape allowance	(6,646.00)	(6,646.00)	—	—	(6,646.00)	100%	—	(332.30)
ASI 11	Charge Betterment Fund	(12,604.00)	(12,604.00)	—	—	(12,604.00)	100%	—	(630.20)
ASI 11	Charge HVAC Contingency	(8,000.00)	(8,000.00)	—	—	(8,000.00)	100%	—	(400.00)
ASI 11	Charge Plumbing Contingency	(8,000.00)	(8,000.00)	—	—	(8,000.00)	100%	—	(400.00)
ASI 11	Charge Electrical Contingency	(8,000.00)	(8,000.00)	—	—	(8,000.00)	100%	—	(400.00)
ASI 11	Charge Structural Contingency	(8,000.00)	(8,000.00)	—	—	(8,000.00)	100%	—	(400.00)
ASI 009	Drainage & water system as-built summary	37,889.30	37,889.30	—	—	37,889.30	100%	—	1,894.47
ASI 009	Additional cost (see attached)	15,534.00	15,534.00	—	—	15,534.00	100%	—	776.70
ASI 009	Hall Acres Road crossing changes	4,400.00	3,300.00	1,100.00	—	4,400.00	100%	—	220.00
ASI 009	Hall Acres Road temporary paving	(57,823.30)	(57,823.30)	—	—	(57,823.30)	100%	—	(2,891.17)
ASI 14 1	All work noted in Proposal Request #2 requ	9,956.00	—	9,956.00	—	9,956.00	100%	—	497.80
ASI 14 2	Modification to the Wind Turbine Pier	2,402.00	—	2,402.00	—	2,402.00	100%	—	120.10
ASI 14 3	Modification to the Canopy	5,635.00	—	5,635.00	—	5,635.00	100%	—	281.75
ASI 14 4	Electrical modifications noted on ASI #8	4,558.00	—	4,558.00	—	4,558.00	100%	—	227.90
ASI 14 5	Upgrade sheet rock to paperless fiberglass	15,000.00	—	15,000.00	—	15,000.00	100%	—	750.00

Hidalgo Co. Pct.2 Admin. Office

Job # 10-420

Retainage: 5%

Application No.: Twelve  
 Application Date: 11/30/2010  
 Period From: 11/1/2010  
 To: 11/30/2010

Item No.	Description Of The Work	Scheduled Value	Work Completed		Stored Materials	Total Amount	Percent Complete	Balance To Finish	Retainage
			Previous	This Period					
ASI 14	Charge Landscape allowance	(37,551.00)	—	(37,551.00)	—	(37,551.00)	100%	—	(1,877.55)
CO 001	Irrigation	45,723.00	—	22,862.00	—	22,862.00	50%	22,861.00	1,143.10
	Contract sum	5,120,723.00	4,257,303.00	787,579.30	-	5,044,882.30	99%	75,840.70	252,244.12

Job # 10-420

Application Date: 11/30/2010

Retainage: 5%

Period From: 11/1/2010

To: 11/30/2010

Item No.	Description Of The Work	Scheduled Value	Work Completed		Stored Materials	Total Amount	Percent Complete	Balance To Finish	Retainage
			Previous	This Period					
<b>Breakdown by buildings</b>									
02-109	Bldg A - other items	592,814.30	556,236.02	24,285.99	—	580,532.01	98%	12,282.29	29,026.60
	Bldg A, Paving, drainage, miscellaneous	173,789.00	158,759.00	15,030.00	—	173,789.00	100%	—	8,689.45
	Bldg A, Wind Turbines / Photovoltaic	278,487.00	250,779.89	27,707.11	—	278,487.00	100%	—	13,924.35
13-601	Bldg A Energy Conservation Supply	35,189.70	25,455.51	9,734.19	—	35,189.70	100%	—	1,759.49
CO 01	Bldg A, Solar Energy System (Solar Lighting) Irrigation	95,720.00	50,288.00	45,452.00	—	95,720.00	100%	—	4,786.00
	<b>Bldg A, total cost</b>	<b>1,221,723.00</b>	<b>1,041,498.42</b>	<b>145,081.29</b>	—	<b>1,186,579.71</b>	<b>97%</b>	<b>35,143.29</b>	<b>59,328.99</b>
02-119	Building B & C - other items	1,124,445.82	1,019,214.08	90,023.71	—	1,109,237.79	99%	15,208.03	55,461.89
	Bldg B&C, Paving, drainage, miscellaneous	173,789.00	158,759.00	15,030.00	—	173,789.00	100%	—	8,689.45
	Bldg B&C, Energy Conservation Supply	63,045.18	—	63,045.18	—	63,045.18	100%	—	3,152.26
13-602	Bldg B&C, Solar Energy System (Solar Lighting)	95,720.00	2,500.00	93,220.00	—	95,720.00	100%	—	4,786.00
	<b>Bldg B&amp;C, total cost</b>	<b>1,457,000.00</b>	<b>1,180,473.08</b>	<b>261,318.89</b>	—	<b>1,441,791.87</b>	<b>99%</b>	<b>15,208.03</b>	<b>72,089.60</b>
02-129	Building D - other items	845,166.13	787,839.03	45,469.63	—	833,308.66	99%	11,857.47	41,665.43
	Bldg D, Paving, drainage, miscellaneous	173,789.00	158,759.00	15,030.00	—	173,789.00	100%	—	8,689.45
	Bldg D, Energy Conservation Supply	21,324.87	—	21,324.87	—	21,324.87	100%	—	1,066.24
13-603	Bldg D, Solar Energy System (Solar Lighting)	95,720.00	2,500.00	93,220.00	—	95,720.00	100%	—	4,786.00
	<b>Bldg D, total cost</b>	<b>1,136,000.00</b>	<b>949,098.03</b>	<b>175,044.50</b>	—	<b>1,124,142.53</b>	<b>99%</b>	<b>11,857.47</b>	<b>56,207.12</b>
02-139	Building E - other items	995,044.75	924,976.47	56,436.37	—	981,412.84	99%	13,631.91	49,070.64
	Bldg E, Paving, drainage, miscellaneous	173,787.00	158,757.00	15,030.00	—	173,787.00	100%	—	8,689.35
	Bldg E, Energy Conservation Supply	41,447.25	—	41,447.25	—	41,447.25	100%	—	2,072.36
13-604	Bldg E, Solar Energy System (Solar Lighting)	95,721.00	2,500.00	93,221.00	—	95,721.00	100%	—	4,786.05
	<b>Bldg E, total cost</b>	<b>1,306,000.00</b>	<b>1,086,233.47</b>	<b>206,134.62</b>	—	<b>1,292,368.09</b>	<b>99%</b>	<b>13,631.91</b>	<b>64,618.41</b>
<b>Totals</b>		<b>5,120,723.00</b>	<b>4,257,303.00</b>	<b>787,579.30</b>	<b>-</b>	<b>5,044,882.30</b>	<b>99%</b>	<b>75,840.70</b>	<b>252,244.12</b>

**GENERAL CONTRACTOR'S  
AFFIDAVIT AND PARTIAL  
WAIVER OF LIEN**

**GENERAL CONTRACTOR'S  
AFFIDAVIT AND PARTIAL WAIVER OF LIEN # 12**

**THE STATE OF TEXAS**

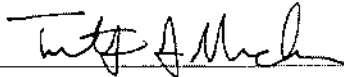
**COUNTY OF HIDALGO**

BEFORE ME, the undersigned authority, on this day personally appeared, Timothy J. Mickunas, who being duly sworn, upon his/her oath, declares and acknowledges as follows:

1. I am a duly authorized of D. Wilson Construction Company (the "General Contractor")
2. Pursuant to an agreement between Hidalgo County and the General Contractor, materials have been supplied and/or labor has been performed in connection the construction of the project upon certain real property owned by the Owner in Hidalgo County, Texas. Said project are more particularly described as **New Hidalgo County Pct. 2 Administration Offices, Pharr, Texas.**
3. In consideration of and conditioned upon receipt of payment through November 30, 2010 from the Owner, D. Wilson Construction Company hereby waives and releases any and all liens, rights and interests under the construction and statutes of the State of Texas, for any labor and/or materials supplied to the Project, as of the date stated above.
4. D. Wilson Construction Company certifies that the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, and should any deviations from the contract documents, be found at any time, General Contractor holds the Owner, the Architect, and Engineers harmless.

EXECUTED this 8th day of December, 2010.

By: \_\_\_\_\_



Title: Timothy J. Mickunas, Secretary/Treasurer

SUBSCRIBED AND SWORN TO before me by the said Secretary/Treasurer of D. Wilson Construction Company this 8th day of December, 2010, to certify which witness my hand and seal of office.

Seal:

NOTARY PUBLIC in and for Hidalgo County, The State of Texas



My Commission Expires on: 06/08/11

**SURETY COMPANY STATEMENT**

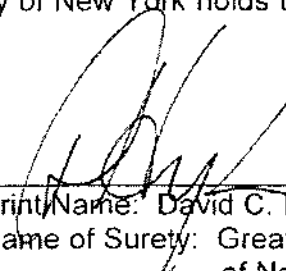
# HUGHSTON INSURANCE AGENCY

David C. Hughston, CIC, CPCU  
Peggy Gonzalez, CIC, CPCU, CRIS  
Christopher Hughston, CIC  
Brock Hughston, CISR

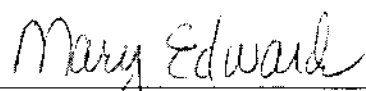
December 8, 2010

This is to confirm that we have reviewed the Application for Payment No. 12 submitted by D. Wilson Construction Company the Contractor for the New Hidalgo County Pct. 2 Administration Offices and Other County Offices, Pharr, Texas, and that we approve, without reservation, of the payment of the requested funds to the Contractor by Hidalgo County.

Great American Insurance Company of New York certifies that the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, and should any deviations from the contract documents, be found at any time, Great American Insurance Company of New York holds the Owner, the Architect, and Engineers harmless.

  
Print Name: David C. Hughston  
Name of Surety: Great American Insurance  
of New York

This instrument was acknowledged before me, the undersigned authority by David C. Hughston on the 8th day of December, 2010

  
Notary Public for the State of Texas  
Commission Expires: 04/02/2012



**GREAT AMERICAN INSURANCE COMPANY OF NEW YORK**

New York

Administrative Office: 580 WALNUT STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by this power of attorney is not more than **Five**

No. **0** 15621

**POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS:** That the GREAT AMERICAN INSURANCE COMPANY OF NEW YORK, a corporation organized and existing under and by virtue of the laws of the State of New York, does hereby nominate, constitute and appoint the person or persons named below its true and lawful attorney-in-fact, for it and in its name, place and stead to execute in behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
Ray Hughston	Mary Edwards	All
Chris Hughston	Brownsville, Texas	\$75,000,000
David C. Hughston		
Peggy Gonzalez		

This Power of Attorney revokes all previous powers issued in behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF, the GREAT AMERICAN INSURANCE COMPANY OF NEW YORK has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this **1st** day of **April**, **2010**

Attest

GREAT AMERICAN INSURANCE COMPANY OF NEW YORK



Assistant Secretary

Divisional Senior Vice President

DAVID C. KITCHIN (513-412-4602)

STATE OF OHIO, COUNTY OF HAMILTON-ss:

On this **1st** day of **April**, **2010**, before me personally appeared **DAVID C. KITCHIN**, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is the Divisional Senior Vice President of the Bond Division of Great American Insurance Company of New York, the Company described in and which executed the above instrument; that he knows the seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



**KAREN L. GROSHEIM**  
NOTARY PUBLIC, STATE OF OHIO  
MY COMMISSION EXPIRES 02-20-11

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company of New York by unanimous written consent dated July 27, 1995.

**RESOLVED:** That the Divisional President, the Divisional Senior Vice President, the several Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

**RESOLVED FURTHER:** That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract or suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

**CERTIFICATION**

I, **EVE CUTLER ROSEN**, Senior Vice President, General Counsel & Assistant Secretary of Great American Insurance Company of New York, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of July 27, 1995 have not been revoked and are now in full force and effect.

Signed and sealed this **8th** day of **December**, **2010**



Assistant Secretary

- C. **AI-24493** Fringe Benefits Sweep (1100): Approval to transfer General Fund lapsed fringe benefits from various departments to the Co. Wide Adm.- Contingency account.

**Purchasing Department:**

- A. **AI-24495** Acceptance and approval of request for payment of Invoice #11323644 in the amount of \$12,700.00 (month of November, 2010) with L&G Engineers, Inc. for the provision of professional engineering services under Contract #C-08-417-12-09-PO#617489 in connection with WA #1 (CC 12-09-08): FM 493 South from US 281 (Military Hwy.) N. 6.65 miles to Business 83.
- B. **AI-23850** 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 (All funding sources, programs and entities)-Purchase Of Welding Supplies and Related Services" RFB No.: 2011-028-01-12-SGS
- C. **AI-24488** Requesting approval of payment for Inv# 12810 (Payment Request #1) submitted by Quintanilla, Headley & Associates Inc. in the amount of (\$ 65,850.00) in connection to Contract #C-10-072A-03-30 (WA#4) (PO# 647787) for:"Paving/Un-Paved Road Construction Projects" within Hidalgo County Pct. No. 4 - Project: (Cibolo Road from U.S. 281 west (3,000.0 feet); (2) Mile 11 North Road from Mon Mack Road to Big 5 Road (1,100.0 feet); (3) Sharp Road from Curve Road to Curry Road (2,000.0 feet); (4) Rogers Road from Alamo Road west (1,300.0 feet); (5) Ingle Road between Seminary Road and U.S. 281)
- D. **AI-24482** Pct. #2:  
 1. Approval of Request for Payment-Application No. 12 in the amount of \$498,791.80 from D. Wilson Construction Co. awarded contractor for the, "New Administration Office for Hidalgo County Pct. #2 and Other County Offices", and as certified for payment by project architect, VA Architecture; #C-09-037C-11-07;  
 2. Approval of Request for Payment-Application No. 13 (Partial Retainage) in the amount of \$126,121.72 from D. Wilson Construction Co. awarded contractor for the,"New Administration Office for Hidalgo County Pct. #2 and Other County Offices", and as certified for payment by project architect, VA Architecture; #C-09-037C-11-07.
- E. **AI-24471** Approval of Application for Payment No.2-Final in the amount of \$192,094.63 from M Construction LTD contracted vendor for Chapa #2 Subdivision as reviewed and submitted by project engineer Izaguirre Engineering Group, LLC (C-CAP-09-372-11-24).
- F. **AI-24468** Approval of an Amendment No. 2 to the current agreement between Hidalgo County and Cook-Joyce for the provision of engineering services in connection with Precinct #3's Penitas Landfill to reflect the continuation of the scope of work.
- G. **AI-24446** Approval of Application for Payment No. 1 in the amount of \$37,277.10 from OG Construction, LLC, contracted vendor for McColl Estates Subdivision as reviewed and submitted by project engineer, R. Gutierrez Engineering Corporation (C-CAP-10-289-09-07).
- H. **AI-24449** Requesting authority to exercise the sixty (60) day grace period extension as