

AI-25991

2.A.

2011 - County Clerk's Office (1100)

CC CONSENT

Date: 04/05/2011
Submitted By: Rene Perez, COUNTY CLERK
Submitted For: Annette Muniz
Department: COUNTY CLERK
Agenda Category: 2011 Intradep.(line-item) Transfers

Information

CAPTION

2011 - County Clerk's Office (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-415-40-180-001-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
Available account balance as of 3-31-2011

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/29/2011 01:52 PM	APRV
2	JC Carreon	JC Carreon	03/31/2011 08:26 AM	APRV
3	Auditor's Office	Linda Fong	03/31/2011 12:04 PM	APRV

Form Started By: Rene Perez
Started On: 03/29/2011 01:05 PM

Final Approval Date: 03/31/2011

ARTURO GUAJARDO, JR.

HIDALGO COUNTY CLERK

DATE: 3/29/2011

DEPARTMENT HEAD: Arturo Guajardo, Jr

DEPARTMENT NAME: Hidalgo County Clerk's Office

ACCOUNT NUMBER: 1-1100-415-40-180-001-0

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

Honorable Commissioner's Court of Hidalgo County:

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

FROM:		TO:		
OBJECT	OBJECT	OBJECT	OBJECT	
CODE	NAME	CODE	NAME	AMOUNT
342	CO CLERK-INFO & CREDIT SERVICE	661	CO CLERK-MINOR OFFICE FURN & EQUIP	\$522.47
342	CO CLERK-INFO & CREDIT SERVICE	671	CO CLERK-REPAIR&MAINT.SUPPLIES	\$261.40
342	CO CLERK-INFO & CREDIT SERVICE	745	CO CLERK-COMPUTER EQUIPMENT	\$1,425.15
			TOTAL	\$2,209.02

REASON: To pay for some upcoming expenses.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS COURT

DATE _____

ATTEST COUNTY CLERK

AI-25989

2.B.

Line Item Transfer

CC CONSENT

Date: 04/05/2011
Submitted By: Sandra Garcia, RIGHT OF WAY DEPT.
Department: RIGHT OF WAY DEPT.
Agenda Category: 2011 Intradep.(line-item) Transfers

Information

CAPTION

2011 - Right of Way Department (1200)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1200-431-00-260-001-0-584
FUNDS AVAILABLE Y/N?: y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
584 Registration Fees => 745 Computer Equipment - \$3,000.00 available as of
3/29/2011

Attachments

Link: [LINE ITEM TRANSFER](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/29/2011 11:59 AM	APRV
2	Veronica Ortiz	Veronica Ortiz	03/31/2011 08:21 AM	APRV
3	Auditor's Office	Linda Fong	03/31/2011 12:06 PM	APRV

Form Started By: Sandra Garcia
Started On: 03/29/2011 11:24 AM
Final Approval Date: 03/31/2011

DATE: March 29, 2011
DEPARTMENT HEAD: Jose N. Pena
DEPARTMENT NAME: Right Of Way
ACCOUNT NUMBER: 1-1200-431-00-260-001-0

SUBJECT: BUDGET LINE-ITEM TRANSFER (S)

Honorable Commissioners' Court Of Hidalgo County:

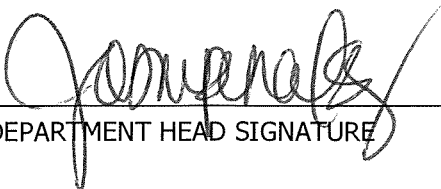
I submit to you for your consideration the following line item transfers in accordance with Local Government: Code, Chapter 111, Subchapter C.:

FROM: _____ TO: _____

Account Number

OBJECT CODE	OBJECT NAME	OBJECT CODE	OBJECT NAME	AMOUNT
<u>584</u>	<u>REGISTRATION FEES</u>	<u>745</u>	<u>COMPUTER EQUIPMENT</u>	<u>1,250.00</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
TOTAL -->				<u>\$1,250.00</u>

REASON: TO MEET EXPENSES. COMPUTER CRASHED BEYOND REPAIR AND NEEDS TO BE REPLACED.


DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

AI-25986

2.C.

transfer of funds-vehicle repair

CC CONSENT

Date: 04/05/2011
Submitted By: Monica Badillo, EXECUTIVE OFFICE
Department: EXECUTIVE OFFICE
Agenda Category: 2011 Intradept.(line-item) Transfers

Information

CAPTION

2011 - DBM - Budget Division (1100)

BACKGROUND

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:
Funds available as of 03/31/2011

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/29/2011 09:39 AM	APRV
2	Ana Galvan	Anna Galvan	03/31/2011 08:16 AM	APRV
3	Auditor's Office	Linda Fong	03/31/2011 12:10 PM	APRV

Form Started By: Monica Badillo
Started On: 03/29/2011 09:30 AM

Final Approval Date: 03/31/2011

AI-25972

2.D.

Intradepartmental Line Item Transfer

CC CONSENT

Date: 04/05/2011
Submitted By: Irma Castillo, PLANNING DEPT.
Submitted For: Irma Castillo
Department: PLANNING DEPT.
Agenda Category: 2011 Intradept.(line-item) Transfers

Information

CAPTION

2011 - Planning Dept (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-419-10-210-001-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N
BUDGETARY IMPACT:
Funds available as of 03/30/2011

Attachments

Link: LIT040511

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/28/2011 01:20 PM	APRV
2	Ana Galvan	Anna Galvan	03/30/2011 03:37 PM	APRV
3	Auditor's Office	Linda Fong	03/31/2011 12:11 PM	APRV

Form Started By: Irma Castillo
Started On: 03/28/2011 09:59 AM

Final Approval Date: 03/31/2011



Raul E. Segin, P.E.,
C.F.M.
PLANNING
ADMINISTRATOR

HIDALGO COUNTY
PLANNING DEPT.

DATE: March 28, 2011

DEPARTMENT HEAD: Raul E. Segin, P.E.

DEPARTMENT NAME: Planning Department

ACCOUNT NUMBER: 1-1100-419-10-210-001-0-XXX

SUBJECT: Budget Line Item Transfer (s)

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

FROM ACCOUNT NUMBER	ACCOUNT NAME		TO ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
1-1100-419-10-210-001-0-584	Registration Fees	→	1-1100-419-10-210-001-0-583	Travel Out of County	\$500.00
		→			
		→			
		→			
		→			
		→			
					\$500.00

Reason: "Emergency Travel": Senator Eddie Lucio requested Raul Segin (Friday, March 25, 2011, afternoon) to testify at Senate Meeting, Monday March 28, 2011 on House Bill 3190. Thomas J. Arredondo will travel with Mr. Segin. Both will need monies to pay for hotel, meals & parking fees (a county vehicle will be used for travel).

Department Head Signature

Approved Commissioners' Court

____/____/____
Date

Attest County Clerk

AI-25969

2.E.

transfer of funds - Co Wide Adm (reclassify expense)

CC CONSENT

Date: 04/05/2011
Submitted By: Monica Badillo, EXECUTIVE OFFICE
Department: EXECUTIVE OFFICE
Agenda Category: 2011 Intradep.(line-item) Transfers

Information

CAPTION

2011 - Co. Wide Adm. (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-415-00-115-002-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
Available account balance as of 3-31-2011

Attachments

Link: [transfer](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/28/2011 07:14 AM	APRV
2	JC Carreon	JC Carreon	03/31/2011 08:23 AM	APRV
3	Auditor's Office	Linda Fong	03/31/2011 02:28 PM	APRV

Form Started By: Monica Badillo
Started On: 03/25/2011 03:33 PM
Final Approval Date: 03/31/2011

DATE: March 25, 2011

DEPARTMENT
HEAD:

DEPARTMENT NAME: Co. Wide Adm.

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

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
439	Other Repair & Maint. Serv.	843	Aid to NonGovt. Agency	41,835.59
TOTAL				41,835.59

REASON: To replenish account for payment made to AEP-(for Eyhorn Property Project).
Funds had been placed in obj. 439 and auditor advised that payment is to be made from obj. 843.
Check issued on March 28, 2011.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE _____

ATTEST COUNTY CLERK

AI-25964

2.F.

**Line Transfer
CC CONSENT**

Date: 04/05/2011
Submitted By: Patti Loya, PUBLIC DEFENDERS
Submitted For: Patti Loya
Department: PUBLIC DEFENDERS
Agenda Category: 2011 Intradept.(line-item) Transfers

Information

CAPTION

2011 - Public Defender (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-412-30-085-003-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N
BUDGETARY IMPACT:
601-->529 - \$ 150.00; Funding available as of 3/29/11.

Attachments

Link: [transfer](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/28/2011 07:12 AM	APRV
2	Norma Silva	Norma Silva	03/29/2011 12:47 PM	APRV
3	Auditor's Office	Linda Fong	03/31/2011 02:38 PM	APRV

Form Started By: Patti Loya
Started On: 03/25/2011 12:49 PM

Final Approval Date: 03/31/2011

AI-26007

2.G.

**Elections Dept- LIT
CC CONSENT**

Date: 04/05/2011
Submitted By: Veronica Lopez, ELECTIONS DEPT.
Submitted For: Yvonne Ramon
Department: ELECTIONS DEPT.
Agenda Category: 2011 Intradept.(line-item) Transfers

Information

CAPTION

2011 - Elections Department (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-414-00-130-001-0-XXX
FUNDS AVAILABLE Y/N?: Yes MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
336 --> 342 \$50.00
Available balance as of 03/31/11

Attachments

Link: Elections Dept- LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/30/2011 08:33 AM	APRV
2	JC Carreon	JC Carreon	03/31/2011 08:27 AM	APRV
3	Budget & Management	Erika Zamora	03/31/2011 08:48 AM	APRV
4	Ana Galvan	Anna Galvan	03/31/2011 08:56 AM	APRV
5	Auditor's Office		03/31/2011 03:57 PM	NEW

Form Started By: Veronica Lopez Started On: 03/30/2011 08:06 AM
Final Approval Date: 03/31/2011

AI-26037

2.H.

**HAVA- LIT
CC CONSENT**

Date: 04/05/2011
Submitted By: Veronica Lopez, ELECTIONS DEPT.
Submitted For: Yvonne Ramon
Department: ELECTIONS DEPT.
Agenda Category: 2011 Intradept.(line-item) Transfers

Information

CAPTION

2011 - Elections Department (1283)

BACKGROUND

HAVA- GIS Scanner

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1283-414-00-130-010-8-XXX
FUNDS AVAILABLE Y/N?: Yes MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
745 --> 743 \$17,717.95
Available balance as 03/31/11

Attachments

Link: [HAVA- LIT](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Angela Garcia	03/31/2011 07:06 AM	APRV
2	JC Carreon	JC Carreon	03/31/2011 08:30 AM	APRV
3	Budget & Management	Erika Zamora	03/31/2011 08:49 AM	APRV
4	Norma Silva	Norma Silva	03/31/2011 09:16 AM	APRV
5	Auditor's Office		03/31/2011 03:57 PM	NEW

Form Started By: Veronica Lopez Started On: 03/30/2011 01:43 PM
Final Approval Date: 03/31/2011

AI-25978

2.I.

Line Item Transfer

CC CONSENT

Date: 04/05/2011
Submitted By: Emilia Uriegas, SHERIFF DEPT.
Submitted For: Anacleto Martinez
Department: SHERIFF DEPT.
Agenda Category: 2011 Intradep.(line-item) Transfers

Information

CAPTION

2011 - Sheriff's Office Operation Stonegarden (1284)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1284-421-00-280-047-1-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N
BUDGETARY IMPACT:
funds available as of 03/28/11

Attachments

Link: [LIT.OSG](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Anacleto Martinez	Anacleto Martinez	03/29/2011 09:52 AM	APRV
2	Budget & Management	Erika Zamora	03/29/2011 11:57 AM	APRV
3	Norma Silva	Norma Silva	03/30/2011 08:25 AM	APRV
4	Auditor's Office		03/31/2011 03:57 PM	NEW

Form Started By: Emilia Uriegas

Started On: 03/28/2011 02:25 PM

Final Approval Date: 03/31/2011

DATE: March 28, 2011

DEPARTMENT HEAD: Sheriff Guadalupe "Lupe" Trevino

DEPARTMENT NAME: Operation Stonegarden

ACCOUNT NUMBER: 1-1284-421-00-280-047-1-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		AMOUNT
ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	
1-1284-421-00-280-047-1-664	Other Minor Equipment	→ 1-1284-421-00-280-047-1-601	Office and Computer Supplies	574.00
		→		
		→		
		→		
		→		
		→		
		→		
		→		
		→		
				\$574.00

REASON: To provide funding for the purchase of driver's license scanners.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

AI-26036

2.J.

**2011 - Health & Human Services Dept. (PHER) Line Item Transfer
CC CONSENT**

Date: 04/05/2011
Submitted By: Mike Escaname, HEALTH & HUMAN SERVICES DEPT.
Submitted For: Mike Escaname
Department: HEALTH & HUMAN SERVICES DEPT.
Agenda Category: 2011 Intradep.(line-item) Transfers

Information

CAPTION

2011 - Health & Human Services Dept. (1293)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1293-441-00-340-042-1-604
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N
BUDGETARY IMPACT:

Attachments

Link: [Line Item Transfer](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Angela Garcia	03/31/2011 07:06 AM	APRV
2	Ana Galvan	Anna Galvan	03/31/2011 09:06 AM	APRV
3	Auditor's Office		03/31/2011 03:57 PM	NEW

Form Started By: Mike Escaname
Started On: 03/30/2011 01:37 PM
Final Approval Date: 03/31/2011

Date:	March 30, 2011
Department Head:	Eduardo Olivarez, Chief Administrative Officer
Department Name:	Hidalgo County Health & Human Services Department
Account Number:	1-1293-441-00-340-042-1-XXX - PPCPS/PHER
Budget Line Item Transfer(s)	

Honorable Commissioner's Court of Hidalgo County

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

FROM		TO		
ACCOUNT NUMBER	ACCOUNT NAME (OBJECT CODE)	ACCOUNT NUMBER	ACCOUNT NAME (OBJECT CODE)	AMOUNT
1-1293-441-00-340-042-1-604	MEDICAL & LAB SUPPLIES	1-1293-441-00-340-042-1-619	OTHER MISC SUPPLIES	\$5,650.00
			Amount	\$ 5,650.00

Reason: Line item transfer needed in proper object code to fund anticipated expenditures.

DEPARTMENT HEAD SIGNATURE _____

APPROVED COMMISSIONER'S COURT

DATE _____

ATTEST COUNTY CLERK

AI-26030

2.K.

**2011 - Health & Human Services Dept (Health Adm - Program Income 005) LIT
CC CONSENT**

Date: 04/05/2011
Submitted By: Mike Escaname, HEALTH & HUMAN SERVICES DEPT.
Submitted For: Mike Escaname
Department: HEALTH & HUMAN SERVICES DEPT.
Agenda Category: 2011 Intradept.(line-item) Transfers

Information

CAPTION

2011 - Health & Human Services Dept. (1293)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1293-441-00-340-005-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N
BUDGETARY IMPACT:
Funds available as of 03/31/2011

Attachments

Link: [Line Item Transfer](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/30/2011 04:09 PM	APRV
2	Ana Galvan	Anna Galvan	03/31/2011 08:53 AM	APRV
3	Auditor's Office		03/31/2011 03:57 PM	NEW

Form Started By: Mike Escaname
Started On: 03/30/2011 12:47 PM
Final Approval Date: 03/31/2011

DEPARTMENT HEAD SIGNATURE

AI-26029

2.L.

**2011 - Health & Human Services Dept. (RLSS-OPHP) Line Item Transfer
CC CONSENT**

Date: 04/05/2011
Submitted By: Mike Escaname, HEALTH & HUMAN SERVICES DEPT.
Submitted For: Mike Escaname
Department: HEALTH & HUMAN SERVICES DEPT.
Agenda Category: 2011 Intradept.(line-item) Transfers

Information

CAPTION

2011 - Health & Human Services Dept. (1293)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1293-441-00-340-006-1-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N
BUDGETARY IMPACT:
Available account balance as of 3-31-2011

Attachments

Link: [LIT](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/30/2011 12:37 PM	APRV
2	JC Carreon	JC Carreon	03/31/2011 08:29 AM	APRV
3	Auditor's Office		03/31/2011 03:57 PM	NEW

Form Started By: Mike Escaname
Started On: 03/30/2011 12:23 PM
Final Approval Date: 03/31/2011

Date:	March 30, 2011
Department Head:	Eduardo Olivarez, Chief Administrative Officer
Department Name:	Hidalgo County Health & Human Services Department
Account Number:	1-1293-441-00-340-006-1-
Budget Line Item Transfer(s)	

Honorable Commissioner's Court of Hidalgo County

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

FROM		TO		
ACCOUNT NUMBER	ACCOUNT NAME (OBJECT CODE)	ACCOUNT NUMBER	ACCOUNT NAME (OBJECT CODE)	AMOUNT
1-1293-441-00-340-006-1-113	RLSS-OPHP-REG F/T EMPLOYEES	1-1293-441-00-340-006-1-665	RLSS-OPHP-MINOR COMPUTERS	\$3,000.00
1-1293-441-00-340-006-1-211	RLSS-OPHP-HEALTH INSURANCE	1-1293-441-00-340-006-1-665	RLSS-OPHP-MINOR COMPUTERS	\$100.00
1-1293-441-00-340-006-1-211	RLSS-OPHP-HEALTH INSURANCE	1-1293-441-00-340-006-1-743	RLSS-OPHP-OFFICE FURNITURE	\$ 2,300.00
1-1293-441-00-340-006-1-260	RLSS-OPHP-WORKERS COMPENSATION	1-1293-441-00-340-006-1-743	RLSS-OPHP-OFFICE FURNITURE	\$ 1,970.00
1-1293-441-00-340-006-1-260	RLSS-OPHP-WORKERS COMPENSATION	1-1293-441-00-340-006-1-601	RLSS-OPHP-OFFICE & COMPUTER EQUIPMENT	\$ 908.57
Amount				\$ 8,278.57

Revenue Account	
Amount Requested:	\$ 8,278.57

Reason: Line item transfer needed to cover anticipated fringes expenditures through the end of the grant period 08/31/11. Surplus monies are available in Salaries & Fringes accounts based on analysis.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S COURT

DATE _____

ATTEST COUNTY CLERK

AI-26020

2.M.

2011 - Health & Human Services Dept Line Item Transfer (F1100 - Program 001)

CC CONSENT

Date: 04/05/2011
Submitted By: Mike Escaname, HEALTH & HUMAN SERVICES DEPT.
Submitted For: Mike Escaname
Department: HEALTH & HUMAN SERVICES DEPT.
Agenda Category: 2011 Intradepartmental (line-item) Transfers

Information

CAPTION

2011 - Health & Human Services Dept. (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-441-00-340-001-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N
BUDGETARY IMPACT:

Attachments

Link: [LIT](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/30/2011 09:40 AM	APRV
2	Norma Silva	Norma Silva	03/30/2011 01:50 PM	APRV
3	Auditor's Office		03/31/2011 03:57 PM	NEW

Form Started By: Mike Escaname
Started On: 03/30/2011 09:32 AM

Final Approval Date: 03/31/2011

Reason: Funds needed to meet anticipated expenditures.

AI-25742

2.N.

Human Services

CC CONSENT

Date: 04/05/2011
Submitted By: Dairen Sarmiento, HEALTH & HUMAN SERVICES DEPT.
Submitted For: Dairen Sarmiento
Department: HEALTH & HUMAN SERVICES DEPT.
Agenda Category: 2011 Intradept.(line-item) Transfers

Information

CAPTION

2011 - Human Services Division (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-444-00-240-001-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
Available account balance as of 03-31-11

Attachments

Link: [line item tf](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/30/2011 08:32 AM	APRV
2	Veronica Ortiz	Veronica Ortiz	03/31/2011 08:21 AM	APRV
3	Auditor's Office		03/31/2011 03:57 PM	NEW

Form Started By: Dairen Sarmiento
Started On: 03/14/2011 09:47 AM
Final Approval Date: 03/31/2011

DATE: 3-22-11
DEPARTMENT HEAD: Dairen Sarmiento
DEPARATMENT NAME: HUMAN SERVICES
ACCOUNT NUMBER: 1-1100-444-00-240-001-0-
SUBJECT: BUDGET LINE-ITEM TRANSFER(S)

Honorable Commissioners' Court of Hidalgo County:

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

ACCOUNT NUMBER: 1-1100-444-00-240-001-0-

FROM:		TO:			
OBJECT CODE	OBJECT NAME	OBJECT CODE	OBJECT NAME	AMOUNT	
601	office supplies	604	drugs, meds, lab supplies	\$	200.00
601	office supplies	607	household and janitorial	\$	500.00

reason:

TOTAL \$ 700.00

Dairen Sarmiento 3/10/2011
Department Head Signature Date

Approved Commissioners' Court Date Attest County Clerk

AI-26009

2.O.

Budget Line Item Transfer

CC CONSENT

Date: 04/05/2011
Submitted By: Edna Kirby, IT DEPARTMENT
Submitted For: Renan Ramirez
Department: IT DEPARTMENT
Agenda Category: 2011 Intradept.(line-item) Transfers

Information

CAPTION

2011 - Justice Court Tech (1242)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1242-412-00-060-001-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N
BUDGETARY IMPACT:
Funds available as of 03/31/2011

Attachments

Link: [LIT](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/30/2011 08:34 AM	APRV
2	Ana Galvan	Anna Galvan	03/31/2011 08:39 AM	APRV
3	Auditor's Office		03/31/2011 03:57 PM	NEW

Form Started By: Edna Kirby
Started On: 03/30/2011 08:28 AM
Final Approval Date: 03/31/2011

ATTEST COUNTY CLERK

AI-26034

2.P.

Budget Line Item Transfer

CC CONSENT

Date: 04/05/2011
Submitted By: Edna Kirby, IT DEPARTMENT
Submitted For: Renan Ramirez
Department: IT DEPARTMENT
Agenda Category: 2011 Intradept.(line-item) Transfers

Information

CAPTION

2011 - I. T. Department (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-415-00-200-001-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N
BUDGETARY IMPACT:
Funds available as of 03/31/2011

Attachments

Link: [Intra-Dept](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/30/2011 04:11 PM	APRV
2	Ana Galvan	Anna Galvan	03/31/2011 08:04 AM	APRV
3	Auditor's Office		03/31/2011 03:57 PM	NEW

Form Started By: Edna Kirby
Started On: 03/30/2011 01:25 PM
Final Approval Date: 03/31/2011

ATTEST COUNTY CLERK

AI-26047

2.Q.

2011 - Pct # 1 Santation (1100)

CC CONSENT

Date: 04/05/2011
Submitted By: Robert Elizondo, COMM. PCT. #1
Department: COMM. PCT. #1
Agenda Category: 2011 Interdepartmental Transfers

Information

CAPTION

2011 - Pct. #1 Santation (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-432-00-121-001-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N
BUDGETARY IMPACT:
Funding available as of 3/31/11.

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/31/2011 07:11 AM	APRV
2	Norma Silva	Norma Silva	03/31/2011 08:47 AM	APRV
3	Auditor's Office		03/31/2011 03:57 PM	NEW

Form Started By: Robert Elizondo
Started On: 03/30/2011 03:20 PM
Final Approval Date: 03/31/2011

MEETING REQUEST DATE: April 5, 2011

DEPARTMENT NAME: PCT #1 SANITATION

ACCOUNT NUMBER: 1-1100-432-00-121-001-0-XXX

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.

[illegible]

REASON: PREPARING FOR ANY PURCHASES THAT NEED TO BE MADE.

DEPARTMENT HEAD SIGNATURE _____ JOEL QUINTANILLA

	/ /	
APPROVED COMMISSIONERS' COURT	DATE	ATTEST COUNTY CLERK

AI-26058

2.R.

2011-Pct#1 R&B (1200)

CC CONSENT

Date: 04/05/2011
Submitted By: Jorge Flores, COMM. PCT. #1
Department: COMM. PCT. #1
Agenda Category: 2011 Intradept.(line-item) Transfers

Information

CAPTION

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

BACKGROUND

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 3-31-2011

Attachments

Link: [transfer](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/31/2011 08:52 AM	APRV
2	JC Carreon	JC Carreon	03/31/2011 09:30 AM	APRV
3	Auditor's Office		03/31/2011 03:57 PM	NEW

Form Started By: Jorge Flores
Started On: 03/31/2011 08:39 AM
Final Approval Date: 03/31/2011

MEETING REQUEST DATE: April 5, 2011

DEPARTMENT NAME: PCT #1 ROAD & BRIDGE

ACCOUNT NUMBER: 1-1200-431-00-121-005-0-XXX

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.

[illegible]

REASON: PREPARING FOR FUTURE NEEDS.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /

DATE

ATTEST COUNTY CLERK

AI-26048

2.S.

2011 - Pct # 1 Parks (1100)

CC CONSENT

Date: 04/05/2011
Submitted By: Robert Elizondo, COMM. PCT. #1
Department: COMM. PCT. #1
Agenda Category: 2011 Interdepartmental Transfers

Information

CAPTION

2011 - Pct. #1 Parks (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-452-00-121-013-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
Available account balance as of 03-31-11

Attachments

Link: 2011 - Pct # 1 Parks (1100)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/31/2011 07:11 AM	APRV
2	Veronica Ortiz	Veronica Ortiz	03/31/2011 08:22 AM	APRV
3	Auditor's Office		03/31/2011 03:57 PM	NEW

Form Started By: Robert Elizondo
Started On: 03/30/2011 03:21 PM
Final Approval Date: 03/31/2011

MEETING REQUEST DATE: April 5, 2011

DEPARTMENT NAME: PCT #1 PARKS

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

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.

[illegible]

REASON: PREPARING FOR ANY PURCHASES THAT NEED TO BE MADE.

JOEL QUINTANILLA

DEPARTMENT HEAD SIGNATURE

	/ /	
APPROVED COMMISSIONERS' COURT	DATE	ATTEST COUNTY CLERK

AI-26059

2.T.

2011-Pct#1 Admin. (1200)

CC CONSENT

Date: 04/05/2011
Submitted By: Jorge Flores, COMM. PCT. #1
Department: COMM. PCT. #1
Agenda Category: 2011 Intradept.(line-item) Transfers

Information

CAPTION

2011 - Pct. #1 Admin. (1200)

BACKGROUND

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 03-31-11

Attachments

Link: [transfer](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/31/2011 08:52 AM	APRV
2	Veronica Ortiz	Veronica Ortiz	03/31/2011 09:46 AM	APRV
3	Auditor's Office		03/31/2011 03:57 PM	NEW

Form Started By: Jorge Flores
Started On: 03/31/2011 08:40 AM
Final Approval Date: 03/31/2011

MEETING REQUEST DATE: April 5, 2011

DEPARTMENT NAME: PCT #1 Administration

ACCOUNT NUMBER: 1-1200-431-00-121-004-0-XXX

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.

[illegible]

REASON: PREPARING FOR FUTURE EXPENSES.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-25966

2.U.

**INTRA - BCAP (1312) - Los Castillos Estates Subdivision Precinct No.1
CC CONSENT**

Date: 04/05/2011
Submitted By: Marcie Jackson, COLONIA ACCESS PROGRAM
Submitted For: Agapito Vargas
Department: COLONIA ACCESS PROGRAM
Agenda Category: 2011 Intradept.(line-item) Transfers

Information

CAPTION

2011 - Pct. #1 BCAP (1312)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 1 ACCT. #: 1-1312-431-00-121-423-0-731
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/28/2011 07:13 AM	APRV
2	Veronica Ortiz	Veronica Ortiz	03/31/2011 08:21 AM	APRV
3	Auditor's Office	Monica Badillo	03/31/2011 03:57 PM	APRV

Form Started By: Marcie Jackson
Started On: 03/25/2011 01:50 PM
Final Approval Date: 03/31/2011

DATE: March 25, 2011

2011



DEPARTMENT
HEAD: Agapito Vargas

DEPARTMENT Border Colonia Access Program
NAME: Precinct 1 BCAP (1312)

ACCOUNT NUMBER:	1-1312-431-00-121-423-0-731

AI-25966

04/05/11

Contact Person: Marcie Jackson

Ph#: (956) 787-1891 Ext. 2010

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

Honorable Commissioners' Court of Hidalgo County:

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

[illegible]

REASON:

Transfer is needed to fund completion of project.

DEPARTMENT HEAD SIGNATURE

DATE _____

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-25960

2.V.

Budget Line-Item Transfer to Road & Bridge for purpose of land.

CC CONSENT

Date: 04/05/2011
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 R&B (1200)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1200-431-00-122-006-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Funding available in the amount of \$60,000.00 as of 03/25/2011
From 841 ----> 719 \$6,000.00

Attachments

Link: [LIT](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/28/2011 07:11 AM	APRV
2	Ana Galvan	Anna Galvan	03/28/2011 12:30 PM	APRV
3	Auditor's Office		03/31/2011 03:57 PM	NEW

Form Started By: Yolanda Cisneros
Started On: 03/25/2011 09:35 AM
Final Approval Date: 03/31/2011

AI-25976

2.W.

Pct #3 Transfer

CC CONSENT

Date: 04/05/2011
Submitted By: Norma Ceballos, COMM. PCT. #3
Department: COMM. PCT. #3
Agenda Category: 2011 Intradept.(line-item) Transfers

Information

CAPTION

2011 - Pct. #3 Inspiration Rd. R&B (1280)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1280-431-00-123-972-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
Available account balance as of 3-31-2011

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/28/2011 01:24 PM	APRV
2	JC Carreon	JC Carreon	03/31/2011 08:25 AM	APRV
3	Auditor's Office		03/31/2011 03:57 PM	NEW

Form Started By: Norma Ceballos
Started On: 03/28/2011 11:23 AM
Final Approval Date: 03/31/2011

INTRA-DEPARTMENTAL TRANSFER

DATE: April 5, 2011

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

DEPARTMENT NAME: Hidalgo County Precinct #3

ACCOUNT NUMBER: 1-1280-431-00-123-972-0-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
433	Pct 3-51-0575 - Inspiration Rd.- R&M	673	Pct 3-51-0575 - Inspiration Rd.- R&B	\$ 6,972.67
TOTAL				\$ 6,972.67

REASON: To cover expected expenses.

DEPARTMENT HEAD SIGNATURE

CC DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-25975

2.X.

Pct #3 Transfer

CC CONSENT

Date: 04/05/2011
Submitted By: Norma Ceballos, COMM. PCT. #3
Department: COMM. PCT. #3
Agenda Category: 2011 Intradept.(line-item) Transfers

Information

CAPTION

2011 - Pct. #3 Fourteen Mile Rd. R&B (1280)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1280-431-00-123-982-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
Available account balance as of 03-31-11

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/28/2011 01:23 PM	APRV
2	Veronica Ortiz	Veronica Ortiz	03/31/2011 08:28 AM	APRV
3	Auditor's Office		03/31/2011 03:57 PM	NEW

Form Started By: Norma Ceballos
Started On: 03/28/2011 11:16 AM
Final Approval Date: 03/31/2011

INTRA-DEPARTMENTAL TRANSFER

DATE: April 5, 2011

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

DEPARTMENT NAME: Hidalgo County Precinct #3

ACCOUNT NUMBER: 1-1280-431-00-123-982-0-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
433	Fourteen Mile Rd.- R&B R&M SRVS	673	Fourteen Mile Rd.- R&B R&M Supp.	\$ 9,825.45
TOTAL				\$ 9,825.45

REASON: To cover expected expenses.

DEPARTMENT HEAD SIGNATURE

CC DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-25974

2.Y.

Pct #3 Transfer

CC CONSENT

Date: 04/05/2011
Submitted By: Norma Ceballos, COMM. PCT. #3
Department: COMM. PCT. #3
Agenda Category: 2011 Intradept.(line-item) Transfers

Information

CAPTION

2011 - Pct. #3 Western Ave. R&B (1280)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1280-431-00-123-958-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N
BUDGETARY IMPACT:
433-->673 - \$ 10,658.99; Funding available as of 3/29/11.

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/28/2011 01:23 PM	APRV
2	Norma Silva	Norma Silva	03/29/2011 01:34 PM	APRV
3	Auditor's Office		03/31/2011 03:57 PM	NEW

Form Started By: Norma Ceballos
Started On: 03/28/2011 11:09 AM
Final Approval Date: 03/31/2011

INTRA-DEPARTMENTAL TRANSFER

DATE: April 5, 2011

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

DEPARTMENT NAME: Hidalgo County Precinct #3

ACCOUNT NUMBER: 1-1280-431-00-123-958-0-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
433	Repair & Maint. Services R &B	673	Repair & Maint. Supplies R & B	\$ 10,658.99
TOTAL				\$ 10,658.99

REASON: To cover expected expenses.

DEPARTMENT HEAD SIGNATURE

CC DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-25995

2.Z.

pCT. #4 Administration (1200)

CC CONSENT

Date: 04/05/2011
Submitted By: Jr. Munoz, COMM. PCT. #4
Department: COMM. PCT. #4
Agenda Category: 2011 Intradept.(line-item) Transfers

Information

CAPTION

2011 - Pct. #4 Administration (1200)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1200-431-00-124-005-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N
BUDGETARY IMPACT:
665-->584 - \$ 2,380.00; Funding available as of 3/30/11.

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/29/2011 02:29 PM	APRV
2	Norma Silva	Norma Silva	03/30/2011 12:08 PM	APRV
3	Auditor's Office		03/31/2011 03:57 PM	NEW

Form Started By: Jr. Munoz
Started On: 03/29/2011 02:14 PM
Final Approval Date: 03/31/2011

DATE: 04/01/11 AI#

DEPARTMENT HEAD: Commissioner Joseph Palacios

DEPARTMENT NAME: Hidalgo County Pct. #4 - Administration

ACCOUNT NUMBER: 1-1200-431-00-124-005-0-XXX

SUBJECT: Intra-departmental Transfer/s

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM	OBJECT NAME	TO	OBJECT NAME	AMOUNT
665	Minor Computer Equip.	584	Registration Fees	2,380.00
				-
				-
				-
				-
				-
				-
TOTAL				2,380.00

REASON: To cover expected expenses.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-25994

2.AA.

Pct. #4 R&B (1200)

CC CONSENT

Date: 04/05/2011
Submitted By: Jr. Munoz, COMM. PCT. #4
Department: COMM. PCT. #4
Agenda Category: 2011 Intradept.(line-item) Transfers

Information

CAPTION

2011 - Pct. #4 R&B (1200)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1200-431-00-124-007-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N
BUDGETARY IMPACT:
Funds available as of 03/31/2011

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/29/2011 02:28 PM	APRV
2	Ana Galvan	Anna Galvan	03/31/2011 08:27 AM	APRV
3	Auditor's Office		03/31/2011 03:57 PM	NEW

Form Started By: Jr. Munoz
Started On: 03/29/2011 02:11 PM
Final Approval Date: 03/31/2011

ATTEST COUNTY CLERK

AI-26042

2.BB.

Intradepartmental Transfer- Repair & Maintenance Services AND Surety & Notary Bonds.

CC CONSENT

Date: 04/05/2011
Submitted By: Rosie Cantu, BUDGET & MANAGEMENT
Submitted For: JP 2 PL 2
Department: BUDGET & MANAGEMENT
Agenda Category: 2011 Intradept.(line-item) Transfers

Information

CAPTION

2011 - J.P. 2/2 (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-412-00-064-001-0-XXX
FUNDS AVAILABLE Y/N?: YES MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

MINOR OFFICE FURN & EQUIP- 1-1100-412-00-064-001-0-661
\$997.75 available balance as of 03-30-11.

HSEHLD & JANITORIAL SUPPL- 1-1100-412-00-064-001-0-607
\$400.00 available balance as of 03-30-11.

Attachments

Link: [intradept transfer](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Angela Garcia	03/31/2011 07:06 AM	APRV
2	Veronica Ortiz	Veronica Ortiz	03/31/2011 08:20 AM	APRV
3	Auditor's Office		03/31/2011 03:57 PM	NEW

Form Started By: Rosie Cantu
Started On: 03/30/2011 02:46 PM
Final Approval Date: 03/31/2011

300 W. HALL ACRES STE. D
PHARR TEXAS 78577
(956) 787-1986 OFFICE
(956) 787-9343 FAX

ROSA TREVINO
J.P. PCT. 2 PL. 2
HIDALGO COUNTY

FAX

Date: March 30, 2011

To: Rosalinda Cantu

Fax: 292-7035

Phone: _____

Re: Transfer Form

Pages: 2 including cover

From: Judge Rosa E. Trevino

Rachel Bueno

Santos Gonzalez

Ramiro Robledo

Michael Magallan

COMMENTS :

AI-26035

2.CC.

Line_Item_Transfer

CC CONSENT

Date: 04/05/2011
Submitted By: Robert Leal, J.P. 4, 2
Submitted For: Robert Leal
Department: J.P. 4, 2
Agenda Category: 2011 Intradep.(line-item) Transfers

Information

CAPTION

2011 - J.P. 4/2 (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-412-00-068-001-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N
BUDGETARY IMPACT:
640-->583 - \$ 50.00; Funding available as of 3/31/11.

Attachments

Link: [Line Item Transfer 2011](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Angela Garcia	03/31/2011 07:06 AM	APRV
2	Norma Silva	Norma Silva	03/31/2011 08:36 AM	APRV
3	Auditor's Office		03/31/2011 03:57 PM	NEW

Form Started By: Robert Leal
Started On: 03/30/2011 01:27 PM
Final Approval Date: 03/31/2011

AI-26021

2.DD.

Intradepartmental - CCL #6

CC CONSENT

Date: 04/05/2011
Submitted By: Sylvia Solis, BUDGET & MANAGEMENT
Submitted For: Frank Fuentes
Department: BUDGET & MANAGEMENT
Agenda Category: 2011 Intradept.(line-item) Transfers

Information

CAPTION

2011 - CCL #6 (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-412-00-026-001-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N
BUDGETARY IMPACT:
Funds available as of 03/30/2011.

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/30/2011 09:55 AM	APRV
2	Veronica Ortiz	Veronica Ortiz	03/31/2011 08:21 AM	APRV
3	Auditor's Office		03/31/2011 03:57 PM	NEW

Form Started By: Sylvia Solis
Started On: 03/30/2011 09:34 AM
Final Approval Date: 03/31/2011

DATE: March 30, 2011

2011 Transfer



DEPARTMENT
HEAD: Raul Silguero, Jr., Budget Officer

DEPARTMENT Department of Budget & Management for
NAME: County Court At Law #6

**ACCOUNT
NUMBER:** 1-1100-412-00-026-001-0-XXX

Contact Person: Sylvia V. Solis

Ph#: (956) 292-7025 Ext. 5423

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM	OBJECT DESCRIPTION	TO	OBJECT DESCRIPTION	AMOUNT
OBJECT CODE		OBJECT CODE		
550	PRINTING & BINDING	640	REFERENCE MATERIALS	500.00
550	PRINTING & BINDING	811	LICENSES & PERMITS	200.00
550	PRINTING & BINDING	529	SURETY AND NOTARY BONDS	100.00
550	PRINTING & BINDING	584	REGISTRATION FEES	1,000.00
TOTAL				1,800.00

REASON:
Intradepartmental Transfer to fund various operating expenditures.

DEPARTMENT HEAD SIGNATURE

_____/_____/_____
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-26025

3.A.

2011 interdept transfer for Pct. 1 Encinal #2, Los Alamos S/D and Olivarez #2 (1200)

CC CONSENT

Date: 04/05/2011
Submitted By: Ivan Cantu, BUDGET & MANAGEMENT
Submitted For: Noe Montez, Pct. 1
Department: BUDGET & MANAGEMENT
Agenda Category: 2011 Interdepartmental Transfers

Information

CAPTION

Pct. #1 R&B (1200):

Approval of 2011 interdepartmental transfer from P/U Rd., program #005, to CC w/ Urban Encinal #2/Alamos/Olivarez #2 in the amount of \$11,449.54 to fund project expenditures.

BACKGROUND

To fund engineering services with SAMES Engineering (Change Order #1)

To fund material testing services with L & G Engineering. (WA #1)

Fiscal Impact

FISCAL YEAR: 2011

ACCT. #: 1-1200-431-00-121-0XX-0-XXX

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

1-1200-431-00-121-005-0-346 --> 1-1200-431-00-121-093-0-733 \$11,449.54.

Funds available as of 3-30-11.

Attachments

Link: [Pct. 1 R & B interdept transfer](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Ivan Cantu	Ivan Cantu	03/30/2011 12:10 PM	APRV
2	Budget & Management	Erika Zamora	03/30/2011 12:23 PM	APRV
3	Sylvia Solis	Sylvia Solis	03/31/2011 08:26 AM	APRV
4	Auditor's Office		03/31/2011 03:57 PM	NEW

Form Started By: Ivan Cantu

Started On: 03/30/2011 09:53 AM

Final Approval Date: 03/31/2011

DATE: April 5, 2011

DEPARTMENT HEAD: Raul Silguero, Jr.

2011
Interdepartmental Transfer



DEPARTMENT NAME: Dept of Budget & Mgmt for Pct. 1 R & B

ACCOUNT NUMBER: 1-1200-431-00-121-XXX-0-XXX

CONTACT PERSON: Ivan Cantu **PHONE:** (956) 292-7025 Ext. 5425

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

Honorable Commissioners' Court of Hidalgo County:

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

[illegible]

AI-25999

3.B.

**BCAP - LIT Basham No. 18 to Ariel Hinojosa Subdivisions Pct.3
CC CONSENT**

Date: 04/05/2011
Submitted By: Marcie Jackson, COLONIA ACCESS PROGRAM
Submitted For: Agapito Vargas
Department: COLONIA ACCESS PROGRAM
Agenda Category: 2011 Interdepartmental Transfers

Information

CAPTION

Pct. #3 BCAP (1312):
Approval of 2011 interdepartmental transfer from BCAP Basham #18 Subdivision, program #082, to BCAP Ariel Hinojosa Subdivision, program #055 in the total amount of \$5,355.00.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 1 ACCT. #: 1-1312-431-00-123-082-0-733
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
Available funds as of 03/30/11.

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/29/2011 03:42 PM	APRV
2	Olga Garza	Olga Garza	03/30/2011 12:32 PM	APRV
3	Auditor's Office		03/31/2011 03:57 PM	NEW

Form Started By: Marcie Jackson
Started On: 03/29/2011 02:49 PM
Final Approval Date: 03/31/2011

DATE: March 29, 2011

DEPARTMENT HEAD: Agapito Vargas Jr.

2011

Interdepartmental Transfer

DEPARTMENT NAME: **Border Colonia Access Program**

AI-25999 **4/05/11**

ACCOUNT NUMBER: 1-1312-431-00-123-082-0-733

CONTACT PERSON:	Marcie Jackson	PHONE: (956) 787-1891 Ext. 2010

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.

[illegible]

REASON:	To fund completion of project (cost overruns).

DEPARTMENT HEAD SIGNATURE

COMMISSIONERS COURT

/ /

DATE

ATTEST, COUNTY CLERK

AI-25973

3.C.

Pct #3 Inter-departmental Transfer

CC CONSENT

Date: 04/05/2011
Submitted By: Norma Ceballos, COMM. PCT. #3
Department: COMM. PCT. #3
Agenda Category: 2011 Interdepartmental Transfers

Information

CAPTION

Pct. #3 (1200):

Approval of 2011 interdepartmental transfer from Precinct #3 Paved Unpaved Road to Precinct #3 Silver Spur Road in the amount of \$19,875.00.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011

ACCT. #: 1-1200-431-00-123-0XX-0-731

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Available funds as of 03/29/11.

Attachments

Link: [Interdept Transfer](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/28/2011 01:23 PM	APRV
2	Olga Garza	Olga Garza	03/29/2011 10:28 AM	APRV
3	Auditor's Office		03/31/2011 03:57 PM	NEW

Form Started By: Norma Ceballos
Started On: 03/28/2011 10:30 AM
Final Approval Date: 03/31/2011

DATE: April 5, 2011

DEPARTMENT HEAD: Joe M. Flores, Commissioner

DEPARTMENT NAME: Hidalgo County Precinct #3

ACCOUNT NUMBER: 1-1200-431-00-123-0XX-0-731

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.

REASON: Reclassify Purchase Order.

Department Head Signature

Date

Approved Commissioners' Court

Attest County Clerk

AI-26050

4.A.

Certificate of Plat Approvals

CC CONSENT

Date: 04/05/2011
Submitted By: SANDRA DELEON, COUNTY JUDGE
Submitted For: Yolanda Chapa
Department: COUNTY JUDGE
Agenda Category: Planning Department

Information

CAPTION

Certificate of Plat and Utility Status under Texas Local Government Code Section 232.028 (b)

BACKGROUND

Fiscal Impact

Attachments

Link: [Cert Plat and Utility 04.05.11](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/31/2011 01:26 PM	APRV
2	Olga Garza	Olga Garza	03/31/2011 01:33 PM	APRV
3	Auditor's Office		03/31/2011 03:57 PM	NEW

Form Started By: SANDRA DELEON
Started On: 03/30/2011 03:31 PM
Final Approval Date: 03/31/2011

[illegible]

AI-25981

5.A.

**Pipeline Permit
CC CONSENT**

Date: 04/05/2011
Submitted By: Sandra Garcia, RIGHT OF WAY DEPT.
Submitted For: Joe Pena
Department: RIGHT OF WAY DEPT.
Agenda Category: Right of Way

Information

CAPTION

Agua Special Utility District:

1. Open cut Guadalupe Flores Rd to allow placement of (1) 8x8x8 cast iron tee and (2) 8" isolation gate valves, as well as 60 LF of 16" PVC casing and 60 LF of 8" PVC water main.

BACKGROUND

Fiscal Impact

Attachments

Link: [Agua](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/30/2011 04:06 PM	APRV
2	Olga Garza	Olga Garza	03/31/2011 07:45 AM	APRV
3	Auditor's Office		03/31/2011 03:57 PM	NEW

Form Started By: Sandra Garcia
Started On: 03/29/2011 07:22 AM
Final Approval Date: 03/31/2011

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

That the County of Hidalgo, Texas, acting by and through its Commissioners' Court, by virtue of motion and resolution introduced and adopted by said Commissioners' Court on the 5th day of April, 2011 does by these presents GRANT, GIVE AND RELINQUISH TO:

Agua Special Utility District

hereinafter called Permittee, of the County of Hidalgo, Texas, the Right, Privilege and Authority to construct, reconstruct, lay and maintain a 8 inch water/ gas/ sewer/ irrigation line; said line to be constructed of PVC material along the following public road easement held by the Hidalgo County of Hidalgo, Texas upon the conditions, obligations, and requirements as hereinafter set forth, said public road upon which said water/ gas/ sewer/ irrigation line is to be constructed, reconstructed, laid and maintained, described as follows:

- 1. Open cut Guadalupe Flores Rd to allow placement of (1) 8x8x8 cast iron Tee and (2) 8" isolation gate valves as well as 60 LF of 16" casing and 60 LF of 8" PVC water main.

The granting, giving and authorizing of permission for the said aforementioned Permittee to so construct, reconstruct, lay and maintain a 8" line along the above described public road being conditioned that Permittee agrees that:

1. The Permittee will install and shall maintain said pipeline so that the top of the line will always be at least at the minimum depth of forty (40) inches below the flow line of the ditches on either side of said roadway when the pipeline is to be constructed, the Permittee shall contact the Commissioner in the Precinct in which the construction project is located and obtain written instructions, signed by said Commissioner, concerning the location and depth of said line. In this connection, it is agreed and understood that the Permittee will not cut the surface in any manner said public road or any roadway, without first obtaining the written permission of the Commissioners' Court of Hidalgo County, Texas.
2. The Permittee will employ a competent person or firm to do such installation and complete it in accordance with the covenants and conditions herein set forth.
3. Permittee shall stake its line on the location approved by the Commissioner in whose precinct the work is to be done well in advance of beginning its work. Permittee shall contact Commissioner before commencing any work.
4. The Permittee will use all proper caution in performing the work to prevent injury to all persons and property and it will indemnify Hidalgo County against all damages that may be assessed against the County by reasons of the work here permitted and the maintenance of such pipeline.
5. Notwithstanding any provision in this Agreement to the contrary, Permittee recognizes that the paramount purpose of the easement and dedication for the said public road is to provide for the establishment and operation of a roadway for the public. Recognizing this as the paramount purpose of the easement and dedication, Permittee agrees that Permitter has the unlimited and unrestricted right to establish, construct, reconstruct and maintain the said public road and to conduct all maintenance for the roadway and all related structures (including but not limited to the maintenance, construction and reconstruction of ditches, drainage pipes, bridges and paving surfaces) without incurring any liability, obligation or duty to Permittee.

AI-26072

6.A.

**BLUE CROSS BLUE SHIELD OF TEXAS
CC CONSENT**

Date: 04/05/2011
Submitted By: Flora Vazquez, HEALTH BENEFITS
Department: HEALTH BENEFITS
Agenda Category: Budget and Management

Information

CAPTION

1. Approval to transfer \$471,724.20 to the Hidalgo County Claims Bank account for Blue Cross Blue Shield Insurance Claims for period 02/26/2011 to 03/11/2011.

02/26-28/2011	\$ -23,164.12
03/01-04/2011	\$ 78,160.07
03/05-11/2011	\$ 416,728.25
TOTAL:	\$ 471,724.20

2. Approval of wire transfer to cover claims paid.

BACKGROUND

Fiscal Impact

Attachments

Link: [02-26-28-11](#)

Link: [03-01-04-11](#)

Link: [Invoices](#)

Link: [BCBS 03-05-2011 TO 03-11-2011 CC](#)

Link: [CERTIFICATION](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Monica Badillo	03/31/2011 03:29 PM	APRV
2	Olga Garza		03/31/2011 03:57 PM	NEW

Form Started By: Flora Vazquez
Started On: 03/31/2011 02:20 PM
Final Approval Date: 03/31/2011

[illegible]

[illegible]

[illegible]

1	1	21185	11 HIDALGO	Blue Cross Basic Cove	8.35E+08	00002011C
1	1	21185	11 HIDALGO	Blue Shielc Basic Cove	8.39E+08	00002011C
1	1	21185	11 HIDALGO	Blue Shielc Basic Cove	8.39E+08	00002011C
1	1	21185	11 HIDALGO	Blue Shielc Basic Cove	8.39E+08	00002011C
1	1	21185	11 HIDALGO	Blue Shielc Basic Cove	8.39E+08	00002011C
1	1	21185	11 HIDALGO	Blue Shielc Basic Cove	8.39E+08	00002011C
1	1	21185	11 HIDALGO	Blue Shielc Basic Cove	8.39E+08	00002011C
1	1	21185	11 HIDALGO	Blue Shielc Basic Cove	8.39E+08	00002011C
1	1	21185	11 HIDALGO	Blue Shielc Basic Cove	8.39E+08	00002011C
1	1	21185	11 HIDALGO	Blue Shielc Basic Cove	8.39E+08	00002011C
1	1	21185	11 HIDALGO	Blue Shielc Basic Cove	8.39E+08	00002011C
1	1	21185	11 HIDALGO	Blue Shielc Basic Cove	8.39E+08	00002011C
1	1	21185	11 HIDALGO	Blue Shielc Basic Cove	8.39E+08	00002011C
1	1	21185	11 HIDALGO	Blue Shielc Basic Cove	8.39E+08	00002011C
1	1	21185	11 HIDALGO	Blue Shielc Basic Cove	8.39E+08	00002011C
1	1	21185	11 HIDALGO	Blue Shielc Basic Cove	8.39E+08	00002011C
1	1	21185	11 HIDALGO	Blue Shielc Basic Cove	8.41E+08	000020103
1	1	21185	11 HIDALGO	Blue Shielc Basic Cove	8.43E+08	00002011C
1	1	21185	11 HIDALGO	Blue Shielc Basic Cove	8.43E+08	00002011C
1	1	21185	11 HIDALGO	Blue Shielc Basic Cove	8.43E+08	00002011C

1	1	21185	11 HIDALGO Blue Shielc Basic Cove	8.45E+08	00002011C
1	1	21185	11 HIDALGO Blue Shielc Basic Cove	8.45E+08	00002011C
1	1	21185	11 HIDALGO Blue Shielc Basic Cove	8.42E+08	00002011C
1	1	21185	11 HIDALGO Blue Shielc Basic Cove	8.42E+08	00002011C
1	1	21185	11 HIDALGO Blue Shielc Basic Cove	8.4E+08	00002011C
1	1	21185	11 HIDALGO Blue Shielc Basic Cove	8.4E+08	00002011C
1	1	21185	11 HIDALGO Blue Shielc Basic Cove	8.4E+08	00002011C
1	1	21185	11 HIDALGO Blue Shielc Basic Cove	8.4E+08	00002011C
1	1	21185	11 HIDALGO Blue Shielc Basic Cove	8.4E+08	00002011C
1	1	21185	11 HIDALGO Blue Shielc Basic Cove	8.36E+08	00002011C
1	1	21185	11 HIDALGO Blue Shielc Basic Cove	8.43E+08	00002011C
1	1	21185	11 HIDALGO Blue Shielc Basic Cove	8.43E+08	00002011C
1	1	21185	11 HIDALGO Blue Shielc Basic Cove	8.43E+08	00002011C
1	1	21185	11 HIDALGO Blue Shielc Basic Cove	8.36E+08	00002011C
1	1	21185	11 HIDALGO Blue Shielc Basic Cove	8.36E+08	00002011C
1	1	21185	11 HIDALGO Blue Shielc Basic Cove	8.37E+08	00002011C
1	1	21185	11 HIDALGO Blue Shielc Basic Cove	8.37E+08	00002011C
1	1	21185	11 HIDALGO Blue Shielc Basic Cove	8.37E+08	00002011C
1	1	21185	11 HIDALGO Blue Shielc Basic Cove	8.37E+08	00002011C
1	1	21185	11 HIDALGO Blue Shielc Basic Cove	8.37E+08	00002011C
1	1	21185	11 HIDALGO Blue Shielc Basic Cove	8.37E+08	00002011C
1	1	21185	11 HIDALGO Blue Shielc Basic Cove	8.37E+08	00002011C
1	1	21185	11 HIDALGO Blue Shielc Basic Cove	8.41E+08	00002011C

BUY-UP PI

Tier	Service Da	Gross Amt	Net Amt	Fee Percer	Fee Amt	Case Nbr
Single	11/8/2010	\$33.00	\$33.00	0%	\$0.00	
Single	#####	\$31.28	\$31.28	0%	\$0.00	
Single	7/23/2010	\$15.64	\$15.64	0%	\$0.00	
Single	4/26/2010	\$15.64	\$15.64	0%	\$0.00	
Single	4/22/2010	\$46.91	\$46.91	0%	\$0.00	
Single	1/26/2011	\$15.64	\$15.64	0%	\$0.00	
Single	1/27/2011	\$15.64	\$15.64	0%	\$0.00	
Single	1/24/2011	\$40.87	\$40.87	0%	\$0.00	
Single	1/24/2011	\$25.55	\$25.55	0%	\$0.00	
Single	1/24/2011	\$0.20	\$0.20	0%	\$0.00	
Single	1/24/2011	\$32.91	\$32.91	0%	\$0.00	
Single	1/24/2011	\$12.73	\$12.73	0%	\$0.00	
Single	1/24/2011	\$27.59	\$27.59	0%	\$0.00	
Single	1/24/2011	\$23.82	\$23.82	0%	\$0.00	
Single	1/24/2011	\$126.44	\$126.44	0%	\$0.00	
Single	#####	\$15.00	\$15.00	0%	\$0.00	
Single	#####	\$11.51	\$11.51	0%	\$0.00	
Single	#####	\$23.34	\$23.34	0%	\$0.00	
Single	#####	\$1.85	\$1.85	0%	\$0.00	
Family Mer	#####	\$258.29	\$258.29	0%	\$0.00	
Family Mer	#####	\$117.62	\$117.62	0%	\$0.00	
Single	1/22/2011	\$5.50	\$5.50	0%	\$0.00	
Single	1/22/2011	\$5.50	\$5.50	0%	\$0.00	
Single	1/22/2011	\$5.50	\$5.50	0%	\$0.00	
Single	1/22/2011	\$5.50	\$5.50	0%	\$0.00	
Single	1/22/2011	\$5.50	\$5.50	0%	\$0.00	
ΣN:		\$918.97	\$918.97	0%	\$0.00	

Family Mer	1/23/2011	\$1,134.40	#####	0%	\$0.00
Family Mer	1/14/2011	\$66.56	\$66.56	0%	\$0.00
Family Mer	1/5/2011	\$66.56	\$66.56	0%	\$0.00
Family Mer	#####	\$66.56	\$66.56	0%	\$0.00
Family Mer	1/7/2011	\$66.56	\$66.56	0%	\$0.00
Family Mer	1/17/2011	\$66.56	\$66.56	0%	\$0.00
Family Mer	#####	\$66.56	\$66.56	0%	\$0.00
Family Mer	#####	\$66.56	\$66.56	0%	\$0.00
Family Mer	#####	\$66.56	\$66.56	0%	\$0.00
Family Mer	#####	\$66.56	\$66.56	0%	\$0.00
Family Mer	1/3/2011	\$66.56	\$66.56	0%	\$0.00
Family Mer	1/10/2011	\$66.56	\$66.56	0%	\$0.00
Family Mer	1/12/2011	\$66.56	\$66.56	0%	\$0.00
Family Mer	#####	\$66.56	\$66.56	0%	\$0.00
Family Mer	#####	\$42.23	\$42.23	0%	\$0.00
Single	#####	\$78.80	\$78.80	0%	\$0.00
Family Mer	#####	\$56.56	\$56.56	0%	\$0.00
Family Mer	#####	\$16.57	\$16.57	0%	\$0.00
Family Mer	5/25/2010	\$1,394.97	#####	0%	\$0.00

Family Mer #####	\$20.53	\$20.53	0%	\$0.00
Family Mer #####	\$16.68	\$16.68	0%	\$0.00
Family Sub 1/11/2011	\$8.66	\$8.66	0%	\$0.00
Family Mer #####	\$8.66	\$8.66	0%	\$0.00
Family Mer 12/9/2010	\$45.87	\$45.87	0%	\$0.00
Family Mer 12/6/2010	\$45.87	\$45.87	0%	\$0.00
Family Mer 12/6/2010	\$12.73	\$12.73	0%	\$0.00
Family Mer 12/6/2010	\$11.65	\$11.65	0%	\$0.00
Family Mer 12/6/2010	\$11.65	\$11.65	0%	\$0.00
Single 1/25/2011	\$6.72	\$6.72	0%	\$0.00
Family Sub 1/24/2011	\$41.73	\$41.73	0%	\$0.00
Family Sub 1/24/2011	\$310.65	\$310.65	0%	\$0.00
Family Sub 1/24/2011	\$128.96	\$128.96	0%	\$0.00
Family Sub 1/24/2011	\$15.32	\$15.32	0%	\$0.00
Family Mer 1/31/2011	\$2.14	\$2.14	0%	\$0.00
Family Mer 1/31/2011	\$2.34	\$2.34	0%	\$0.00
Single 1/17/2011	\$3.00	\$3.00	0%	\$0.00
Single 1/17/2011	\$5.50	\$5.50	0%	\$0.00
Single 1/17/2011	\$5.50	\$5.50	0%	\$0.00
Single 1/17/2011	\$5.50	\$5.50	0%	\$0.00
Single 1/17/2011	\$5.50	\$5.50	0%	\$0.00
Single 1/17/2011	\$5.50	\$5.50	0%	\$0.00
Single 1/17/2011	\$5.50	\$5.50	0%	\$0.00
Single 1/17/2011	\$5.50	\$5.50	0%	\$0.00
Single 8/26/2010	\$6.58	\$6.58	0%	\$0.00
_AN:	\$4,327.05	#####	0%	\$0.00

TOTAL: \$5,246.02

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[illegible]

1	1	21185	1 HIDALGO Drug	Basic Cove	8.43E+08	110531983536026
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1	1	21185	1 HIDALGO Drug	Basic Cove	8.34E+08	110566254194019
1	1	21185	1 HIDALGO Drug	Basic Cove	8.4E+08	110546734124005
1	1	21185	1 HIDALGO Drug	Basic Cove	8.4E+08	110546742781017
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1	1	21185	1 HIDALGO Drug	Basic Cove	8.4E+08	110555402001005
1	1	21185	1 HIDALGO Drug	Basic Cove	8.4E+08	110555402009005
1	1	21185	1 HIDALGO Drug	Basic Cove	9.04E+08	110524530882009
1	1	21185	1 HIDALGO Drug	Basic Cove	8.33E+08	110506687751019
1	1	21185	1 HIDALGO Drug	Basic Cove	8.41E+08	110525497029012
1	1	21185	1 HIDALGO Drug	Basic Cove	8.41E+08	110525500594028
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1	1	21185	1 HIDALGO Drug	Basic Cove	8.42E+08	110536202997009
1	1	21185	1 HIDALGO Drug	Basic Cove	8.42E+08	110544659734019
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1	1	21185	1 HIDALGO Drug	Basic Cove	8.38E+08	110564628608009
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1	1	21185	1 HIDALGO Drug	Basic Cove	8.41E+08	110556392142021
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1	1	21185	1 HIDALGO Drug	Basic Cove	8.43E+08	110565850583011
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BASIC PLAN:

1	1	21185	11 HIDALGO Blue Cross Basic Cove	8.37E+08	0000201100559280
1	1	21185	11 HIDALGO Blue Cross Basic Cove	8.37E+08	0000201100559280
1	1	21185	11 HIDALGO Blue Cross Basic Cove	8.42E+08	0000201104850Y27
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1	1	21185	11 HIDALGO Blue Shielc Basic Cove	8.36E+08	000020100785076E
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1	1	21185	11 HIDALGO Blue Shielc Basic Cove	8.45E+08	0000201105650C14
1	1	21185	11 HIDALGO Blue Shielc Basic Cove	8.45E+08	00002011063504E8
1	1	21185	11 HIDALGO Blue Shielc Basic Cove	8.42E+08	00002011063501C2
1	1	21185	11 HIDALGO Blue Shielc Basic Cove	8.42E+08	0000201106050V18
1	1	21185	11 HIDALGO Blue Shielc Basic Cove	8.42E+08	00002011060507J0
1	1	21185	11 HIDALGO Blue Shielc Basic Cove	8.37E+08	0000201100650064
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1	1	21185	11 HIDALGO Blue Shielc Basic Cove	8.41E+08	00002011060504C5
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1	1	21185	11 HIDALGO Blue Shielc Basic Cove	8.38E+08	0000201106303004

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1	1	21185	11 HIDALGO Drug	Basic Cove	8.4E+08	110544807245017
1	1	21185	11 HIDALGO Drug	Basic Cove	8.49E+08	110422959631026
1	1	21185	11 HIDALGO Drug	Basic Cove	8.45E+08	110547871838015
1	1	21185	11 HIDALGO Drug	Basic Cove	8.4E+08	110536388610011
1	1	21185	11 HIDALGO Drug	Basic Cove	8.35E+08	110525987044009
1	1	21185	11 HIDALGO Drug	Basic Cove	8.35E+08	110533769116012
1	1	21185	11 HIDALGO Drug	Basic Cove	8.35E+08	110533774482026
1	1	21185	11 HIDALGO Drug	Basic Cove	8.35E+08	110533583110030
1	1	21185	11 HIDALGO Drug	Basic Cove	8.35E+08	110543444265018
1	1	21185	11 HIDALGO Drug	Basic Cove	8.41E+08	110536466484029
1	1	21185	11 HIDALGO Drug	Basic Cove	8.39E+08	110543365091012
1	1	21185	11 HIDALGO Drug	Basic Cove	8.39E+08	110555343443018
1	1	21185	11 HIDALGO Drug	Basic Cove	8.42E+08	110524084030011
1	1	21185	11 HIDALGO Drug	Basic Cove	8.42E+08	110535735993027
1	1	21185	11 HIDALGO Drug	Basic Cove	8.4E+08	110565934043007
1	1	21185	11 HIDALGO Drug	Basic Cove	8.4E+08	110513350325025
1	1	21185	11 HIDALGO Drug	Basic Cove	8.4E+08	110513350554002
1	1	21185	11 HIDALGO Drug	Basic Cove	8.4E+08	110565667885012
1	1	21185	11 HIDALGO Drug	Basic Cove	8.39E+08	110525440003011

BUY-UP PLAN:

Tier	Service Da	Gross Amt	Net Amt	Fee Percer	Fee Amt	Case Nbr
Single	12/3/2010	(\$921.00)	(\$921.00)	0%	\$0.00	
Single	1/28/2011	(\$1,213.28)	(\$1,213.28)	0%	\$0.00	
Single	1/28/2011	\$887.78	\$887.78	0%	\$0.00	
Family Mer	#####	\$1,717.76	\$1,717.76	0%	\$0.00	
Single	1/21/2011	\$12,771.50	\$12,771.50	0%	\$0.00	
Family Sub	9/14/2010	(\$57.47)	(\$57.47)	0%	\$0.00	
Family Sub	9/14/2010	\$57.47	\$57.47	0%	\$0.00	
Family Sub	9/14/2010	(\$286.65)	(\$286.65)	0%	\$0.00	
Family Sub	9/14/2010	\$286.65	\$286.65	0%	\$0.00	
Family Sub	9/14/2010	(\$190.95)	(\$190.95)	0%	\$0.00	
Family Sub	9/14/2010	\$190.95	\$190.95	0%	\$0.00	
Family Sub	1/17/2011	\$12.50	\$12.50	0%	\$0.00	
Single	#####	\$99.10	\$99.10	0%	\$0.00	
Single	1/6/2011	\$40.87	\$40.87	0%	\$0.00	
Single	1/6/2011	\$3.36	\$3.36	0%	\$0.00	
Single	1/6/2011	\$8.25	\$8.25	0%	\$0.00	
Single	1/6/2011	\$7.94	\$7.94	0%	\$0.00	
Single	1/6/2011	\$8.98	\$8.98	0%	\$0.00	
Single	1/6/2011	\$7.94	\$7.94	0%	\$0.00	
Single	1/6/2011	\$9.27	\$9.27	0%	\$0.00	
Single	1/6/2011	\$13.02	\$13.02	0%	\$0.00	
Single	1/6/2011	\$15.06	\$15.06	0%	\$0.00	
Single	1/6/2011	\$15.06	\$15.06	0%	\$0.00	
Single	1/6/2011	\$16.32	\$16.32	0%	\$0.00	
Single	1/6/2011	\$8.76	\$8.76	0%	\$0.00	
Single	1/6/2011	\$3.00	\$3.00	0%	\$0.00	
Single	1/6/2011	\$12.27	\$12.27	0%	\$0.00	
Single	1/6/2011	\$25.10	\$25.10	0%	\$0.00	
Single	1/6/2011	\$0.35	\$0.35	0%	\$0.00	
Single	1/6/2011	\$25.55	\$25.55	0%	\$0.00	
Single	11/8/2010	\$9.08	\$9.08	0%	\$0.00	
Single	11/8/2010	\$11.51	\$11.51	0%	\$0.00	
Single	11/8/2010	\$8.34	\$8.34	0%	\$0.00	
Single	11/8/2010	\$3.88	\$3.88	0%	\$0.00	
Family Mer	11/3/2010	\$77.20	\$77.20	0%	\$0.00	
Family Mer	11/3/2010	\$13.47	\$13.47	0%	\$0.00	
Family Mer	11/3/2010	\$10.08	\$10.08	0%	\$0.00	
Family Mer	11/3/2010	\$6.40	\$6.40	0%	\$0.00	
Single	1/11/2011	\$6.72	\$6.72	0%	\$0.00	
Single	1/11/2011	\$16.68	\$16.68	0%	\$0.00	
Single	1/11/2011	\$16.68	\$16.68	0%	\$0.00	
Single	1/11/2011	\$16.68	\$16.68	0%	\$0.00	
Single	1/11/2011	\$11.41	\$11.41	0%	\$0.00	
Single	1/24/2011	\$3.85	\$3.85	0%	\$0.00	
Single	1/24/2011	\$15.40	\$15.40	0%	\$0.00	
Single	1/24/2011	\$3.85	\$3.85	0%	\$0.00	
Single	1/25/2011	\$15.40	\$15.40	0%	\$0.00	
Single	1/27/2011	\$3.85	\$3.85	0%	\$0.00	
Single	1/28/2011	\$7.70	\$7.70	0%	\$0.00	
Single	#####	\$37.22	\$37.22	0%	\$0.00	
Single	1/24/2011	\$33.83	\$33.83	0%	\$0.00	

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Single	2/22/2011	\$6.04	\$6.04	0%	\$0.00
Single	2/22/2011	\$0.72	\$0.72	0%	\$0.00
Family Mer	2/24/2011	\$7.61	\$7.61	0%	\$0.00
Single	2/25/2011	\$159.49	\$159.49	0%	\$0.00
Single	2/21/2011	\$159.84	\$159.84	0%	\$0.00
Family Mer	2/25/2011	\$27.54	\$27.54	0%	\$0.00
Single	2/24/2011	\$3.08	\$3.08	0%	\$0.00
Single	2/25/2011	\$2.86	\$2.86	0%	\$0.00
Single	2/19/2011	\$44.62	\$44.62	0%	\$0.00
Single	2/22/2011	\$5.25	\$5.25	0%	\$0.00
Single	2/24/2011	\$17.99	\$17.99	0%	\$0.00
Single	2/21/2011	\$240.03	\$240.03	0%	\$0.00
Single	2/21/2011	\$2.78	\$2.78	0%	\$0.00
Single	2/23/2011	\$19.95	\$19.95	0%	\$0.00
Single	2/23/2011	\$2.27	\$2.27	0%	\$0.00
Single	2/24/2011	\$115.33	\$115.33	0%	\$0.00
Single	2/24/2011	\$2.56	\$2.56	0%	\$0.00
Family Mer	2/24/2011	\$32.35	\$32.35	0%	\$0.00
Family Mer	2/24/2011	\$12.40	\$12.40	0%	\$0.00
Family Mer	2/21/2011	\$42.23	\$42.23	0%	\$0.00
Family Mer	2/23/2011	\$1.79	\$1.79	0%	\$0.00
Family Mer	2/23/2011	\$5.38	\$5.38	0%	\$0.00
Family Mer	2/19/2011	\$116.29	\$116.29	0%	\$0.00
Family Mer	2/21/2011	\$8.85	\$8.85	0%	\$0.00
Family Mer	2/21/2011	\$7.57	\$7.57	0%	\$0.00
Family Mer	2/25/2011	\$221.55	\$221.55	0%	\$0.00
Family Mer	2/23/2011	\$49.50	\$49.50	0%	\$0.00
Family Mer	2/23/2011	\$68.05	\$68.05	0%	\$0.00
Single	2/23/2011	\$181.18	\$181.18	0%	\$0.00
Family Mer	2/21/2011	\$15.22	\$15.22	0%	\$0.00
Family Mer	2/21/2011	\$6.64	\$6.64	0%	\$0.00
Single	2/9/2011	(\$7.96)	(\$7.96)	0%	\$0.00
Single	2/24/2011	\$170.75	\$170.75	0%	\$0.00
Single	2/24/2011	\$87.93	\$87.93	0%	\$0.00
Single	2/24/2011	\$15.82	\$15.82	0%	\$0.00
Single	2/21/2011	\$1,748.43	\$1,748.43	0%	\$0.00
Single	2/19/2011	\$1.60	\$1.60	0%	\$0.00
Single	2/21/2011	\$23.95	\$23.95	0%	\$0.00
Single	2/21/2011	\$14.68	\$14.68	0%	\$0.00
Single	2/21/2011	\$21.10	\$21.10	0%	\$0.00
Single	2/22/2011	\$2.40	\$2.40	0%	\$0.00
Single	2/22/2011	\$2.73	\$2.73	0%	\$0.00
Single	2/23/2011	\$172.60	\$172.60	0%	\$0.00
Single	2/21/2011	\$110.76	\$110.76	0%	\$0.00
Single	2/25/2011	\$368.32	\$368.32	0%	\$0.00
Family Mer	2/13/2011	(\$16.15)	(\$16.15)	0%	\$0.00
Single	2/24/2011	\$88.27	\$88.27	0%	\$0.00
Family Mer	2/24/2011	\$85.60	\$85.60	0%	\$0.00
Family Mer	2/24/2011	\$1.36	\$1.36	0%	\$0.00
Single	2/20/2011	\$122.63	\$122.63	0%	\$0.00
Single	2/24/2011	\$427.94	\$427.94	0%	\$0.00
Family Mer	2/23/2011	\$146.56	\$146.56	0%	\$0.00

Family Mer	2/23/2011	\$97.76	\$97.76	0%	\$0.00
Family Mer	2/24/2011	\$11.44	\$11.44	0%	\$0.00
Single	2/22/2011	\$2.02	\$2.02	0%	\$0.00
Single	2/23/2011	\$24.70	\$24.70	0%	\$0.00
Single	2/25/2011	\$4.00	\$4.00	0%	\$0.00
Family Mer	2/19/2011	\$69.77	\$69.77	0%	\$0.00
Family Mer	2/19/2011	\$21.17	\$21.17	0%	\$0.00
Single	2/24/2011	\$375.12	\$375.12	0%	\$0.00
Single	2/24/2011	\$527.24	\$527.24	0%	\$0.00
Single	1/12/2011	(\$4.00)	(\$4.00)	0%	\$0.00
Single	2/19/2011	\$20.54	\$20.54	0%	\$0.00
Single	2/19/2011	\$65.49	\$65.49	0%	\$0.00
Single	2/22/2011	\$2.78	\$2.78	0%	\$0.00
Single	2/23/2011	\$3.35	\$3.35	0%	\$0.00
Single	2/23/2011	\$58.09	\$58.09	0%	\$0.00
Single	2/23/2011	\$21.65	\$21.65	0%	\$0.00
Family Mer	2/21/2011	\$22.54	\$22.54	0%	\$0.00
Single	2/24/2011	\$369.82	\$369.82	0%	\$0.00
Single	2/21/2011	\$10.15	\$10.15	0%	\$0.00
Single	2/24/2011	\$180.32	\$180.32	0%	\$0.00
Family Mer	2/20/2011	\$4.46	\$4.46	0%	\$0.00
Single	2/25/2011	\$4.13	\$4.13	0%	\$0.00
Single	2/25/2011	\$117.38	\$117.38	0%	\$0.00
Family Mer	2/24/2011	\$34.59	\$34.59	0%	\$0.00
Single	2/21/2011	\$58.48	\$58.48	0%	\$0.00
Family Mer	2/21/2011	\$2.73	\$2.73	0%	\$0.00
Single	2/25/2011	\$6.59	\$6.59	0%	\$0.00
Single	2/21/2011	\$2.73	\$2.73	0%	\$0.00
Single	2/25/2011	\$142.04	\$142.04	0%	\$0.00
Single	2/24/2011	\$11.65	\$11.65	0%	\$0.00
Single	2/21/2011	\$59.83	\$59.83	0%	\$0.00
Family Mer	2/21/2011	\$16.33	\$16.33	0%	\$0.00
Family Mer	2/23/2011	\$14.68	\$14.68	0%	\$0.00
Single	2/20/2011	\$347.97	\$347.97	0%	\$0.00
Single	2/22/2011	\$142.04	\$142.04	0%	\$0.00
Single	2/14/2011	(\$53.82)	(\$53.82)	0%	\$0.00
Single	2/24/2011	\$2.30	\$2.30	0%	\$0.00
Single	2/20/2011	\$5.79	\$5.79	0%	\$0.00
Single	2/23/2011	\$31.17	\$31.17	0%	\$0.00
Single	2/21/2011	\$114.84	\$114.84	0%	\$0.00
Family Mer	2/23/2011	\$20.13	\$20.13	0%	\$0.00
Single	2/21/2011	\$31.00	\$31.00	0%	\$0.00
Single	2/25/2011	\$72.91	\$72.91	0%	\$0.00
Single	2/21/2011	\$4.00	\$4.00	0%	\$0.00
Single	2/19/2011	\$347.00	\$347.00	0%	\$0.00
Single	2/24/2011	\$5.56	\$5.56	0%	\$0.00
Single	2/23/2011	\$132.32	\$132.32	0%	\$0.00
Single	2/24/2011	\$20.70	\$20.70	0%	\$0.00
Single	2/24/2011	\$3.43	\$3.43	0%	\$0.00
Family Mer	2/23/2011	\$116.29	\$116.29	0%	\$0.00
Single	2/22/2011	\$17.10	\$17.10	0%	\$0.00
Single	2/13/2011	(\$88.27)	(\$88.27)	0%	\$0.00

Single	2/24/2011	\$4.15	\$4.15	0%	\$0.00
Single	2/24/2011	\$210.81	\$210.81	0%	\$0.00
Family Mer	2/22/2011	\$201.65	\$201.65	0%	\$0.00
Family Mer	2/22/2011	\$4.10	\$4.10	0%	\$0.00
Single	2/25/2011	\$7.40	\$7.40	0%	\$0.00
Single	2/24/2011	\$2.73	\$2.73	0%	\$0.00
Single	2/24/2011	\$62.14	\$62.14	0%	\$0.00
Single	2/25/2011	\$34.34	\$34.34	0%	\$0.00
Family Mer	2/19/2011	\$5.47	\$5.47	0%	\$0.00
Family Mer	2/20/2011	\$5.99	\$5.99	0%	\$0.00
Family Mer	2/20/2011	\$2.64	\$2.64	0%	\$0.00
Family Mer	2/21/2011	\$3.48	\$3.48	0%	\$0.00
Family Mer	2/24/2011	\$2.73	\$2.73	0%	\$0.00
Family Mer	2/24/2011	\$27.97	\$27.97	0%	\$0.00
Single	2/14/2011	(\$62.18)	(\$62.18)	0%	\$0.00
Single	2/20/2011	\$107.35	\$107.35	0%	\$0.00
Single	2/21/2011	\$79.04	\$79.04	0%	\$0.00
Single	2/21/2011	\$2.72	\$2.72	0%	\$0.00
Single	2/21/2011	\$194.05	\$194.05	0%	\$0.00
Single	2/23/2011	\$7.30	\$7.30	0%	\$0.00
Family Mer	2/25/2011	\$59.83	\$59.83	0%	\$0.00
Family Mer	2/25/2011	\$39.80	\$39.80	0%	\$0.00
Family Mer	2/25/2011	\$223.33	\$223.33	0%	\$0.00
Single	2/23/2011	\$58.33	\$58.33	0%	\$0.00
Family Mer	2/22/2011	\$229.67	\$229.67	0%	\$0.00
Single	2/25/2011	\$23.85	\$23.85	0%	\$0.00
Single	2/25/2011	\$116.83	\$116.83	0%	\$0.00
Single	2/24/2011	\$1.00	\$1.00	0%	\$0.00
Family Mer	2/11/2011	(\$71.32)	(\$71.32)	0%	\$0.00
Single	2/22/2011	\$9.75	\$9.75	0%	\$0.00
Single	2/23/2011	\$2.55	\$2.55	0%	\$0.00
Single	2/23/2011	\$5.79	\$5.79	0%	\$0.00
Single	2/23/2011	\$176.75	\$176.75	0%	\$0.00
Single	2/19/2011	\$100.66	\$100.66	0%	\$0.00
Single	2/21/2011	\$4.10	\$4.10	0%	\$0.00
Single	2/11/2011	(\$12.50)	(\$12.50)	0%	\$0.00
Single	2/24/2011	\$2.63	\$2.63	0%	\$0.00
Single	2/24/2011	\$5.55	\$5.55	0%	\$0.00
Single	2/25/2011	\$65.55	\$65.55	0%	\$0.00
Family Mer	2/19/2011	\$100.84	\$100.84	0%	\$0.00
Family Mer	2/21/2011	\$49.67	\$49.67	0%	\$0.00
Single	2/21/2011	\$208.29	\$208.29	0%	\$0.00
Single	2/10/2011	(\$177.83)	(\$177.83)	0%	\$0.00
Single	2/10/2011	\$177.83	\$177.83	0%	\$0.00
Single	2/21/2011	\$94.15	\$94.15	0%	\$0.00
Single	2/19/2011	\$89.42	\$89.42	0%	\$0.00
Single	2/19/2011	\$1,748.43	\$1,748.43	0%	\$0.00
Single	2/23/2011	\$170.26	\$170.26	0%	\$0.00
Single	2/23/2011	\$25.68	\$25.68	0%	\$0.00
Family Mer	2/21/2011	\$27.20	\$27.20	0%	\$0.00
Single	2/24/2011	\$2.73	\$2.73	0%	\$0.00
Single	2/22/2011	\$197.45	\$197.45	0%	\$0.00

Single	2/22/2011	\$9.67	\$9.67	0%	\$0.00
Single	2/22/2011	\$20.57	\$20.57	0%	\$0.00
Single	2/23/2011	\$25.75	\$25.75	0%	\$0.00
Family Mer	2/24/2011	\$6.97	\$6.97	0%	\$0.00
Family Mer	2/16/2011	(\$9.82)	(\$9.82)	0%	\$0.00
Family Mer	2/16/2011	\$9.82	\$9.82	0%	\$0.00
Single	2/21/2011	\$35.07	\$35.07	0%	\$0.00
Single	2/21/2011	\$28.22	\$28.22	0%	\$0.00
Single	2/24/2011	\$20.25	\$20.25	0%	\$0.00
Single	2/24/2011	\$207.64	\$207.64	0%	\$0.00
Family Mer	2/22/2011	\$1,034.30	\$1,034.30	0%	\$0.00
Single	2/25/2011	\$1.28	\$1.28	0%	\$0.00
Family Mer	2/21/2011	\$16.85	\$16.85	0%	\$0.00
Single	2/20/2011	\$20.79	\$20.79	0%	\$0.00
Single	2/21/2011	\$177.09	\$177.09	0%	\$0.00
Single	2/14/2011	(\$23.92)	(\$23.92)	0%	\$0.00
Family Mer	2/24/2011	\$22.14	\$22.14	0%	\$0.00
Single	2/21/2011	\$0.29	\$0.29	0%	\$0.00
Family Mer	2/24/2011	\$22.14	\$22.14	0%	\$0.00
Single	2/25/2011	\$37.17	\$37.17	0%	\$0.00
Single	2/22/2011	\$37.07	\$37.07	0%	\$0.00
Single	2/19/2011	\$4.00	\$4.00	0%	\$0.00
Single	2/18/2011	(\$170.42)	(\$170.42)	0%	\$0.00
Single	2/25/2011	\$22.03	\$22.03	0%	\$0.00
Family Mer	2/25/2011	\$121.10	\$121.10	0%	\$0.00
Single	2/24/2011	\$209.65	\$209.65	0%	\$0.00
Single	2/24/2011	\$157.21	\$157.21	0%	\$0.00
Single	2/21/2011	\$12.00	\$12.00	0%	\$0.00
Single	2/21/2011	\$7.57	\$7.57	0%	\$0.00
Single	2/21/2011	\$18.96	\$18.96	0%	\$0.00
Single	2/21/2011	\$173.74	\$173.74	0%	\$0.00
Single	2/25/2011	\$62.03	\$62.03	0%	\$0.00
Family Mer	2/22/2011	\$38.50	\$38.50	0%	\$0.00
Family Mer	2/22/2011	\$41.36	\$41.36	0%	\$0.00
Family Mer	2/23/2011	\$59.46	\$59.46	0%	\$0.00
Family Mer	2/25/2011	\$2.00	\$2.00	0%	\$0.00
Single	2/19/2011	\$2.73	\$2.73	0%	\$0.00
Single	2/19/2011	\$0.43	\$0.43	0%	\$0.00
Single	2/25/2011	\$3.11	\$3.11	0%	\$0.00
Family Mer	2/23/2011	\$1.40	\$1.40	0%	\$0.00
Family Mer	2/25/2011	\$4.00	\$4.00	0%	\$0.00
Family Mer	2/23/2011	\$0.15	\$0.15	0%	\$0.00
Family Mer	2/24/2011	\$10.54	\$10.54	0%	\$0.00
Family Mer	2/24/2011	\$69.67	\$69.67	0%	\$0.00
Family Mer	2/23/2011	\$554.27	\$554.27	0%	\$0.00
Single	2/21/2011	\$17.27	\$17.27	0%	\$0.00
Single	2/21/2011	\$13.86	\$13.86	0%	\$0.00
Single	2/15/2011	(\$267.12)	(\$267.12)	0%	\$0.00
Single	2/23/2011	\$50.19	\$50.19	0%	\$0.00
Single	2/23/2011	\$20.49	\$20.49	0%	\$0.00
Family Mer	2/22/2011	\$67.55	\$67.55	0%	\$0.00
Single	2/25/2011	\$160.28	\$160.28	0%	\$0.00

Single	2/23/2011	\$45.43	\$45.43	0%	\$0.00
Single	2/24/2011	\$13.63	\$13.63	0%	\$0.00
Single	2/25/2011	\$14.99	\$14.99	0%	\$0.00
Single	2/25/2011	\$1.23	\$1.23	0%	\$0.00
Single	2/21/2011	\$9.67	\$9.67	0%	\$0.00
Single	2/23/2011	\$2.78	\$2.78	0%	\$0.00
Single	2/24/2011	\$55.11	\$55.11	0%	\$0.00
Single	2/21/2011	\$116.83	\$116.83	0%	\$0.00
Single	2/21/2011	\$108.74	\$108.74	0%	\$0.00
Single	2/22/2011	\$160.62	\$160.62	0%	\$0.00
Single	2/9/2011	(\$171.52)	(\$171.52)	0%	\$0.00
Family Mer	2/25/2011	\$1.65	\$1.65	0%	\$0.00
Family Mer	2/25/2011	\$20.65	\$20.65	0%	\$0.00
		\$33,102.13	\$33,102.13	0%	\$0.00

Family Mer	4/24/2010	(\$86.52)	(\$86.52)	0%	\$0.00
Family Mer	4/24/2010	\$540.00	\$540.00	0%	\$0.00
Single	1/28/2011	(\$8,902.58)	(\$8,902.58)	0%	\$0.00
Single	1/28/2011	\$8,946.93	\$8,946.93	0%	\$0.00
Family Mer	1/3/2009	(\$3,581.04)	(\$3,581.04)	0%	\$0.00
Family Mer	1/3/2009	\$641.25	\$641.25	0%	\$0.00
Family Mer	2/3/2009	(\$3,648.17)	(\$3,648.17)	0%	\$0.00
Family Mer	2/3/2009	\$369.00	\$369.00	0%	\$0.00
Family Sub	1/2/2011	\$1,623.18	\$1,623.18	0%	\$0.00
Single	3/1/2010	(\$800.00)	(\$800.00)	0%	\$0.00
Single	3/1/2010	\$449.55	\$449.55	0%	\$0.00
Single	1/13/2011	\$78.80	\$78.80	0%	\$0.00
Family Sub	1/21/2011	\$105.58	\$105.58	0%	\$0.00
Family Mer	1/26/2011	\$45.87	\$45.87	0%	\$0.00
Single	#####	\$55.99	\$55.99	0%	\$0.00
Family Sub	1/13/2011	\$446.88	\$446.88	0%	\$0.00
Family Sub	1/13/2011	\$248.01	\$248.01	0%	\$0.00
Family Mer	#####	\$70.00	\$70.00	0%	\$0.00
Family Sub	1/28/2011	\$110.77	\$110.77	0%	\$0.00
Family Sub	1/28/2011	\$56.72	\$56.72	0%	\$0.00
Family Mer	1/21/2011	\$78.80	\$78.80	0%	\$0.00
Single	1/27/2011	\$45.87	\$45.87	0%	\$0.00
Single	1/27/2011	\$23.82	\$23.82	0%	\$0.00
Single	1/31/2011	\$8.08	\$8.08	0%	\$0.00
Single	1/31/2011	\$11.15	\$11.15	0%	\$0.00
Single	1/31/2011	\$1.71	\$1.71	0%	\$0.00
Single	1/31/2011	\$8.80	\$8.80	0%	\$0.00
Family Sub	1/28/2011	\$78.80	\$78.80	0%	\$0.00
Family Sub	1/28/2011	\$4.16	\$4.16	0%	\$0.00
Family Mer	1/28/2011	\$78.80	\$78.80	0%	\$0.00
Family Mer	1/28/2011	\$2.49	\$2.49	0%	\$0.00
Family Sub	1/24/2011	\$35.51	\$35.51	0%	\$0.00
Family Mer	1/13/2011	\$260.42	\$260.42	0%	\$0.00
Single	1/6/2011	\$24.50	\$24.50	0%	\$0.00

Single	1/7/2011	\$10.87	\$10.87	0%	\$0.00
Single	1/7/2011	\$60.30	\$60.30	0%	\$0.00
Single	1/7/2011	\$19.72	\$19.72	0%	\$0.00
Single	1/7/2011	\$37.44	\$37.44	0%	\$0.00
Family Mer	1/26/2011	\$6.74	\$6.74	0%	\$0.00
Family Mer	1/26/2011	\$6.72	\$6.72	0%	\$0.00
Family Mer	1/26/2011	\$6.73	\$6.73	0%	\$0.00
Family Mer	1/26/2011	\$7.19	\$7.19	0%	\$0.00
Single	1/27/2011	\$8.08	\$8.08	0%	\$0.00
Single	1/27/2011	\$11.15	\$11.15	0%	\$0.00
Single	1/27/2011	\$15.30	\$15.30	0%	\$0.00
Single	1/27/2011	\$22.31	\$22.31	0%	\$0.00
Single	1/27/2011	\$22.61	\$22.61	0%	\$0.00
Family Sub	1/24/2011	\$281.28	\$281.28	0%	\$0.00
Family Mer	#####	\$13.50	\$13.50	0%	\$0.00
Family Mer	#####	\$13.50	\$13.50	0%	\$0.00
Family Mer	#####	\$10.36	\$10.36	0%	\$0.00
Family Mer	#####	\$13.50	\$13.50	0%	\$0.00
Family Mer	#####	\$17.08	\$17.08	0%	\$0.00
Family Mer	#####	\$6.79	\$6.79	0%	\$0.00
Family Mer	#####	\$3.54	\$3.54	0%	\$0.00
Family Mer	#####	\$3.54	\$3.54	0%	\$0.00
Family Mer	#####	\$23.78	\$23.78	0%	\$0.00
Family Mer	#####	\$23.78	\$23.78	0%	\$0.00
Family Mer	#####	\$23.00	\$23.00	0%	\$0.00
Family Mer	#####	\$9.73	\$9.73	0%	\$0.00
Family Mer	1/31/2011	\$220.25	\$220.25	0%	\$0.00
Family Mer	1/1/2011	\$55.75	\$55.75	0%	\$0.00
Family Mer	1/25/2011	\$13.38	\$13.38	0%	\$0.00
Family Mer	#####	\$6.45	\$6.45	0%	\$0.00
Family Sub	1/25/2011	\$6.74	\$6.74	0%	\$0.00
Family Sub	1/25/2011	\$6.72	\$6.72	0%	\$0.00
Family Sub	1/25/2011	\$8.08	\$8.08	0%	\$0.00
Family Sub	1/25/2011	\$11.15	\$11.15	0%	\$0.00
Family Sub	1/25/2011	\$8.80	\$8.80	0%	\$0.00
Family Sub	1/25/2011	\$22.61	\$22.61	0%	\$0.00
Family Sub	1/25/2011	\$12.48	\$12.48	0%	\$0.00
Family Sub	1/25/2011	\$6.73	\$6.73	0%	\$0.00
Family Sub	1/25/2011	\$7.19	\$7.19	0%	\$0.00
Family Mer	1/21/2011	\$15.50	\$15.50	0%	\$0.00
Family Sub	1/28/2011	\$6.74	\$6.74	0%	\$0.00
Family Sub	1/28/2011	\$6.72	\$6.72	0%	\$0.00
Family Sub	1/28/2011	\$6.73	\$6.73	0%	\$0.00
Family Sub	1/28/2011	\$7.19	\$7.19	0%	\$0.00
Family Sub	1/24/2011	\$2.53	\$2.53	0%	\$0.00
Family Sub	1/24/2011	\$2.71	\$2.71	0%	\$0.00
Family Sub	1/24/2011	\$67.68	\$67.68	0%	\$0.00
Single	1/4/2011	\$19.09	\$19.09	0%	\$0.00
Single	1/10/2011	\$45.87	\$45.87	0%	\$0.00
Single	1/3/2011	\$84.54	\$84.54	0%	\$0.00
Family Mer	#####	\$45.87	\$45.87	0%	\$0.00
Family Mer	#####	\$14.85	\$14.85	0%	\$0.00

Family Mer #####	\$33.82	\$33.82	0%	\$0.00
Single #####	\$7.09	\$7.09	0%	\$0.00
Family Mer 1/21/2011	\$40.00	\$40.00	0%	\$0.00
Single 1/24/2011	(\$21.10)	(\$21.10)	0%	\$0.00
Single 1/25/2011	(\$56.20)	(\$56.20)	0%	\$0.00
Single 1/27/2011	(\$272.73)	(\$272.73)	0%	\$0.00
Single 2/21/2011	\$95.51	\$95.51	0%	\$0.00
Single 2/24/2011	\$120.07	\$120.07	0%	\$0.00
Single 2/25/2011	\$11.34	\$11.34	0%	\$0.00
Single 2/19/2011	\$117.18	\$117.18	0%	\$0.00
Single 2/7/2011	(\$91.61)	(\$91.61)	0%	\$0.00
Single 2/21/2011	\$19.02	\$19.02	0%	\$0.00
Single 2/21/2011	\$4.04	\$4.04	0%	\$0.00
Family Mer 2/22/2011	\$107.72	\$107.72	0%	\$0.00
Family Mer 2/25/2011	\$120.41	\$120.41	0%	\$0.00
Family Mer 2/25/2011	\$96.10	\$96.10	0%	\$0.00
Family Mer 2/21/2011	\$20.70	\$20.70	0%	\$0.00
Family Mer 2/21/2011	\$144.08	\$144.08	0%	\$0.00
Family Mer 2/19/2011	\$57.97	\$57.97	0%	\$0.00
Family Mer 2/19/2011	\$18.83	\$18.83	0%	\$0.00
Family Mer 2/22/2011	\$210.22	\$210.22	0%	\$0.00
Single 2/19/2011	\$159.64	\$159.64	0%	\$0.00
Single 2/12/2011	(\$196.80)	(\$196.80)	0%	\$0.00
Family Mer 2/22/2011	\$126.83	\$126.83	0%	\$0.00
Family Mer 2/25/2011	\$60.39	\$60.39	0%	\$0.00
Single 2/25/2011	\$5.10	\$5.10	0%	\$0.00
Single 2/20/2011	\$251.85	\$251.85	0%	\$0.00
Single 2/19/2011	\$24.95	\$24.95	0%	\$0.00
Family Mer 2/21/2011	\$340.73	\$340.73	0%	\$0.00
Family Mer 2/22/2011	\$264.04	\$264.04	0%	\$0.00
Family Mer 2/21/2011	\$4.91	\$4.91	0%	\$0.00
Family Mer 2/21/2011	\$104.23	\$104.23	0%	\$0.00
Single 2/24/2011	\$18.01	\$18.01	0%	\$0.00
Single 2/24/2011	\$1.61	\$1.61	0%	\$0.00
Single 2/24/2011	\$87.58	\$87.58	0%	\$0.00
Family Mer 2/23/2011	\$366.99	\$366.99	0%	\$0.00
Family Mer 2/22/2011	\$3.86	\$3.86	0%	\$0.00
Single 2/21/2011	\$22.59	\$22.59	0%	\$0.00
Family Mer 2/25/2011	\$25.90	\$25.90	0%	\$0.00
Single 2/22/2011	\$24.15	\$24.15	0%	\$0.00
Single 2/22/2011	\$89.72	\$89.72	0%	\$0.00
Single 2/23/2011	\$8.40	\$8.40	0%	\$0.00
Single 2/23/2011	\$39.10	\$39.10	0%	\$0.00
Single 2/23/2011	\$79.05	\$79.05	0%	\$0.00
Family Mer 2/25/2011	\$133.50	\$133.50	0%	\$0.00
Single 2/19/2011	\$88.27	\$88.27	0%	\$0.00
Single 2/22/2011	\$54.85	\$54.85	0%	\$0.00
Single 2/22/2011	\$30.77	\$30.77	0%	\$0.00
Family Mer 2/21/2011	\$39.64	\$39.64	0%	\$0.00
Family Mer 2/22/2011	\$138.11	\$138.11	0%	\$0.00
Single 2/23/2011	\$2.63	\$2.63	0%	\$0.00
Single 2/19/2011	\$31.23	\$31.23	0%	\$0.00

Family Mer	2/22/2011	\$54.83	\$54.83	0%	\$0.00
Family Mer	2/22/2011	\$119.00	\$119.00	0%	\$0.00
Family Mer	2/21/2011	\$159.93	\$159.93	0%	\$0.00
Single	2/22/2011	\$20.09	\$20.09	0%	\$0.00
Single	2/21/2011	\$210.47	\$210.47	0%	\$0.00
Single	2/21/2011	\$1.84	\$1.84	0%	\$0.00
Single	2/20/2011	\$80.53	\$80.53	0%	\$0.00
Family Mer	2/15/2011	(\$89.29)	(\$89.29)	0%	\$0.00
Single	2/21/2011	\$168.87	\$168.87	0%	\$0.00
Single	2/25/2011	\$60.54	\$60.54	0%	\$0.00
Single	2/22/2011	\$38.44	\$38.44	0%	\$0.00
Single	2/23/2011	\$12.65	\$12.65	0%	\$0.00
Single	2/25/2011	\$78.40	\$78.40	0%	\$0.00
Single	2/21/2011	\$1.76	\$1.76	0%	\$0.00
Single	2/21/2011	\$55.09	\$55.09	0%	\$0.00
Single	2/21/2011	\$0.90	\$0.90	0%	\$0.00
Single	2/21/2011	\$116.83	\$116.83	0%	\$0.00
Single	2/21/2011	\$210.12	\$210.12	0%	\$0.00
Single	2/21/2011	\$2.73	\$2.73	0%	\$0.00
Single	2/21/2011	\$55.26	\$55.26	0%	\$0.00
Single	2/12/2011	(\$107.35)	(\$107.35)	0%	\$0.00
Single	2/22/2011	\$107.35	\$107.35	0%	\$0.00
Family Mer	2/21/2011	\$220.68	\$220.68	0%	\$0.00
Family Mer	2/21/2011	\$107.22	\$107.22	0%	\$0.00
Family Mer	2/21/2011	\$145.58	\$145.58	0%	\$0.00
Family Mer	2/23/2011	\$37.39	\$37.39	0%	\$0.00
Family Mer	2/23/2011	\$0.56	\$0.56	0%	\$0.00
Single	2/23/2011	\$6.00	\$6.00	0%	\$0.00
Single	2/25/2011	\$1,250.75	\$1,250.75	0%	\$0.00
Single	2/25/2011	\$68.79	\$68.79	0%	\$0.00
Family Mer	2/22/2011	\$28.51	\$28.51	0%	\$0.00
Single	2/24/2011	\$216.32	\$216.32	0%	\$0.00
Family Mer	2/25/2011	\$20.05	\$20.05	0%	\$0.00
Single	2/22/2011	\$73.26	\$73.26	0%	\$0.00
Single	2/23/2011	\$72.91	\$72.91	0%	\$0.00
Single	2/10/2011	(\$36.73)	(\$36.73)	0%	\$0.00
Single	2/22/2011	\$36.73	\$36.73	0%	\$0.00
Family Mer	2/19/2011	\$24.84	\$24.84	0%	\$0.00
Single	2/22/2011	\$36.57	\$36.57	0%	\$0.00
Single	2/24/2011	\$22.10	\$22.10	0%	\$0.00
Single	2/25/2011	\$169.27	\$169.27	0%	\$0.00
Family Mer	2/21/2011	\$64.03	\$64.03	0%	\$0.00
Family Mer	2/23/2011	\$11.53	\$11.53	0%	\$0.00
Family Mer	2/23/2011	\$33.58	\$33.58	0%	\$0.00
Family Mer	2/23/2011	\$135.87	\$135.87	0%	\$0.00
Family Mer	2/23/2011	\$135.87	\$135.87	0%	\$0.00
Family Mer	2/23/2011	\$161.36	\$161.36	0%	\$0.00
Single	2/21/2011	\$17.01	\$17.01	0%	\$0.00
Family Mer	2/19/2011	\$15.22	\$15.22	0%	\$0.00
Family Mer	2/24/2011	\$169.19	\$169.19	0%	\$0.00
Single	2/20/2011	\$36.56	\$36.56	0%	\$0.00
Family Mer	2/25/2011	\$89.37	\$89.37	0%	\$0.00

Single	2/23/2011	\$12.88	\$12.88	0%	\$0.00
Single	2/15/2011	(\$90.92)	(\$90.92)	0%	\$0.00
Single	2/19/2011	\$107.72	\$107.72	0%	\$0.00
Single	2/21/2011	\$11.87	\$11.87	0%	\$0.00
Single	2/24/2011	\$163.37	\$163.37	0%	\$0.00
Family Mer	2/22/2011	\$79.10	\$79.10	0%	\$0.00
Family Mer	2/23/2011	\$321.91	\$321.91	0%	\$0.00
Single	2/24/2011	\$221.84	\$221.84	0%	\$0.00
Family Mer	2/22/2011	\$69.77	\$69.77	0%	\$0.00
Single	2/23/2011	\$20.09	\$20.09	0%	\$0.00
Single	2/23/2011	\$17.01	\$17.01	0%	\$0.00
Single	2/20/2011	\$16.67	\$16.67	0%	\$0.00
Single	2/21/2011	\$39.91	\$39.91	0%	\$0.00
Single	2/22/2011	\$117.38	\$117.38	0%	\$0.00
Single	2/22/2011	\$159.93	\$159.93	0%	\$0.00
Single	2/22/2011	\$71.47	\$71.47	0%	\$0.00
Single	2/22/2011	\$20.79	\$20.79	0%	\$0.00
Single	2/23/2011	\$105.08	\$105.08	0%	\$0.00
Single	2/23/2011	\$159.49	\$159.49	0%	\$0.00
Single	2/25/2011	\$2,913.74	\$2,913.74	0%	\$0.00
Family Mer	2/25/2011	\$4.10	\$4.10	0%	\$0.00
Single	2/24/2011	\$0.90	\$0.90	0%	\$0.00
Single	2/24/2011	\$1.20	\$1.20	0%	\$0.00
Single	2/21/2011	\$23.85	\$23.85	0%	\$0.00
Single	2/22/2011	\$11.45	\$11.45	0%	\$0.00
Single	2/23/2011	\$46.97	\$46.97	0%	\$0.00
Single	2/22/2011	\$2.73	\$2.73	0%	\$0.00
Single	2/22/2011	\$0.33	\$0.33	0%	\$0.00
Single	2/23/2011	\$2.63	\$2.63	0%	\$0.00
Family Mer	2/25/2011	\$2.93	\$2.93	0%	\$0.00
Single	2/21/2011	\$170.99	\$170.99	0%	\$0.00
Single	2/21/2011	\$47.69	\$47.69	0%	\$0.00
Single	2/25/2011	\$177.66	\$177.66	0%	\$0.00
Single	2/24/2011	\$33.23	\$33.23	0%	\$0.00
Single	2/18/2011	(\$237.34)	(\$237.34)	0%	\$0.00
Single	2/21/2011	\$237.34	\$237.34	0%	\$0.00
Single	2/21/2011	\$0.24	\$0.24	0%	\$0.00
Family Mer	2/24/2011	\$22.44	\$22.44	0%	\$0.00
Family Mer	2/24/2011	\$156.64	\$156.64	0%	\$0.00
Family Mer	2/25/2011	\$17.72	\$17.72	0%	\$0.00
Single	2/11/2011	(\$131.02)	(\$131.02)	0%	\$0.00
Single	2/24/2011	\$177.44	\$177.44	0%	\$0.00
Family Mer	2/21/2011	\$4.56	\$4.56	0%	\$0.00
Single	2/22/2011	\$36.52	\$36.52	0%	\$0.00
Single	2/22/2011	\$24.76	\$24.76	0%	\$0.00
Family Mer	2/22/2011	\$2.73	\$2.73	0%	\$0.00
Single	2/24/2011	\$337.79	\$337.79	0%	\$0.00
Single	2/24/2011	\$112.43	\$112.43	0%	\$0.00
Single	2/25/2011	\$367.97	\$367.97	0%	\$0.00
Family Mer	2/24/2011	\$85.40	\$85.40	0%	\$0.00
Family Mer	2/24/2011	\$16.36	\$16.36	0%	\$0.00
Single	2/13/2011	(\$0.21)	(\$0.21)	0%	\$0.00

Family Mer	2/23/2011	\$376.41	\$376.41	0%	\$0.00
Single	2/24/2011	\$83.29	\$83.29	0%	\$0.00
Family Mer	2/11/2011	(\$60.88)	(\$60.88)	0%	\$0.00
Family Mer	2/20/2011	\$60.88	\$60.88	0%	\$0.00
Family Mer	2/21/2011	\$180.08	\$180.08	0%	\$0.00
Family Mer	2/21/2011	\$12.50	\$12.50	0%	\$0.00
Family Mer	2/21/2011	\$60.92	\$60.92	0%	\$0.00
Single	2/23/2011	\$2.73	\$2.73	0%	\$0.00
Family Mer	2/22/2011	\$59.81	\$59.81	0%	\$0.00
Single	2/24/2011	\$6.50	\$6.50	0%	\$0.00
Single	2/24/2011	\$0.89	\$0.89	0%	\$0.00
Single	2/22/2011	\$211.62	\$211.62	0%	\$0.00
Single	2/22/2011	\$8.10	\$8.10	0%	\$0.00
Single	2/21/2011	\$2.73	\$2.73	0%	\$0.00
Single	2/14/2011	(\$88.04)	(\$88.04)	0%	\$0.00
Family Mer	2/25/2011	\$21.50	\$21.50	0%	\$0.00
Family Mer	2/24/2011	\$15.17	\$15.17	0%	\$0.00
Single	2/21/2011	\$25.60	\$25.60	0%	\$0.00
Single	2/23/2011	\$3.21	\$3.21	0%	\$0.00
Single	2/25/2011	\$59.78	\$59.78	0%	\$0.00
Single	2/20/2011	\$116.73	\$116.73	0%	\$0.00
Single	2/20/2011	\$88.62	\$88.62	0%	\$0.00
Single	2/21/2011	\$202.73	\$202.73	0%	\$0.00
Family Mer	2/25/2011	\$15.37	\$15.37	0%	\$0.00
Single	2/22/2011	\$111.25	\$111.25	0%	\$0.00
Family Mer	2/19/2011	\$43.89	\$43.89	0%	\$0.00
Single	2/19/2011	\$2.82	\$2.82	0%	\$0.00
Single	2/19/2011	\$128.61	\$128.61	0%	\$0.00
Single	2/25/2011	\$180.67	\$180.67	0%	\$0.00
Family Mer	2/23/2011	\$1.15	\$1.15	0%	\$0.00
Family Mer	2/24/2011	\$8.18	\$8.18	0%	\$0.00
Family Mer	2/24/2011	\$8.18	\$8.18	0%	\$0.00
Family Mer	2/19/2011	\$59.61	\$59.61	0%	\$0.00
Family Mer	2/21/2011	\$12.50	\$12.50	0%	\$0.00
Single	2/24/2011	\$270.28	\$270.28	0%	\$0.00
Single	2/24/2011	\$17.42	\$17.42	0%	\$0.00
Family Mer	2/22/2011	\$24.84	\$24.84	0%	\$0.00
Family Mer	2/22/2011	\$1.85	\$1.85	0%	\$0.00
Single	2/22/2011	\$211.79	\$211.79	0%	\$0.00
Single	2/25/2011	\$33.30	\$33.30	0%	\$0.00
Single	2/20/2011	\$25.10	\$25.10	0%	\$0.00
Single	2/22/2011	\$28.41	\$28.41	0%	\$0.00
Single	2/25/2011	\$160.62	\$160.62	0%	\$0.00
Family Mer	2/21/2011	\$39.00	\$39.00	0%	\$0.00
Family Mer	2/19/2011	\$239.75	\$239.75	0%	\$0.00
Family Mer	2/19/2011	\$143.31	\$143.31	0%	\$0.00
Family Mer	2/19/2011	\$86.96	\$86.96	0%	\$0.00
Family Mer	2/24/2011	\$160.62	\$160.62	0%	\$0.00
Family Mer	2/22/2011	\$19.82	\$19.82	0%	\$0.00
Family Mer	2/22/2011	\$107.34	\$107.34	0%	\$0.00
Single	2/15/2011	(\$21.00)	(\$21.00)	0%	\$0.00
Single	2/22/2011	\$31.00	\$31.00	0%	\$0.00

Single	2/22/2011	\$171.14	\$171.14	0%	\$0.00
Single	2/22/2011	\$232.57	\$232.57	0%	\$0.00
Single	2/22/2011	\$2.63	\$2.63	0%	\$0.00
Single	2/25/2011	\$68.90	\$68.90	0%	\$0.00
Single	2/15/2011	(\$159.64)	(\$159.64)	0%	\$0.00
Single	2/22/2011	\$139.75	\$139.75	0%	\$0.00
Single	2/24/2011	\$88.26	\$88.26	0%	\$0.00
Single	2/22/2011	\$46.89	\$46.89	0%	\$0.00
Single	2/22/2011	\$82.36	\$82.36	0%	\$0.00
Single	2/22/2011	\$117.18	\$117.18	0%	\$0.00
Single	2/21/2011	\$48.29	\$48.29	0%	\$0.00
Single	2/21/2011	\$45.12	\$45.12	0%	\$0.00
Single	2/21/2011	\$117.23	\$117.23	0%	\$0.00
Family Mer	2/24/2011	\$60.54	\$60.54	0%	\$0.00
Single	2/21/2011	\$17.51	\$17.51	0%	\$0.00
Single	2/24/2011	\$115.54	\$115.54	0%	\$0.00
Single	2/24/2011	\$117.38	\$117.38	0%	\$0.00
Family Mer	2/21/2011	\$29.73	\$29.73	0%	\$0.00
Family Mer	2/21/2011	\$20.68	\$20.68	0%	\$0.00
Family Mer	2/24/2011	\$141.31	\$141.31	0%	\$0.00
Single	2/21/2011	\$95.15	\$95.15	0%	\$0.00
Single	2/24/2011	\$5.35	\$5.35	0%	\$0.00
Single	2/24/2011	\$144.56	\$144.56	0%	\$0.00
Single	2/25/2011	\$20.79	\$20.79	0%	\$0.00
Family Mer	2/18/2011	\$339.23	\$339.23	0%	\$0.00
Single	2/25/2011	\$37.72	\$37.72	0%	\$0.00
Single	2/25/2011	\$469.63	\$469.63	0%	\$0.00
Single	2/22/2011	\$386.16	\$386.16	0%	\$0.00
Family Mer	2/24/2011	\$46.22	\$46.22	0%	\$0.00
Family Mer	2/24/2011	\$4.12	\$4.12	0%	\$0.00
Single	2/24/2011	\$0.20	\$0.20	0%	\$0.00
Family Mer	2/23/2011	\$9.54	\$9.54	0%	\$0.00
Family Mer	2/23/2011	\$16.95	\$16.95	0%	\$0.00
Single	2/21/2011	\$208.82	\$208.82	0%	\$0.00
Single	2/24/2011	\$22.64	\$22.64	0%	\$0.00
Single	2/19/2011	\$41.60	\$41.60	0%	\$0.00
Single	2/19/2011	\$17.59	\$17.59	0%	\$0.00
Family Mer	2/20/2011	\$0.33	\$0.33	0%	\$0.00
Single	2/19/2011	\$21.23	\$21.23	0%	\$0.00
Family Mer	2/25/2011	\$79.39	\$79.39	0%	\$0.00
Single	2/22/2011	\$2.73	\$2.73	0%	\$0.00
Family Mer	2/23/2011	\$23.23	\$23.23	0%	\$0.00
Family Mer	2/23/2011	\$4.00	\$4.00	0%	\$0.00
Family Mer	2/22/2011	\$19.45	\$19.45	0%	\$0.00
Family Mer	2/22/2011	\$4.50	\$4.50	0%	\$0.00
Family Mer	2/21/2011	\$469.63	\$469.63	0%	\$0.00
Family Mer	2/21/2011	\$8.13	\$8.13	0%	\$0.00
Single	2/23/2011	\$1.45	\$1.45	0%	\$0.00
Single	2/25/2011	\$11.17	\$11.17	0%	\$0.00
Family Mer	2/23/2011	\$220.53	\$220.53	0%	\$0.00
Single	2/17/2011	(\$529.11)	(\$529.11)	0%	\$0.00
Single	2/19/2011	\$177.44	\$177.44	0%	\$0.00

Single	2/20/2011	\$63.50	\$63.50	0%	\$0.00
Single	2/19/2011	\$8.33	\$8.33	0%	\$0.00
Single	2/21/2011	\$3.31	\$3.31	0%	\$0.00
Single	2/21/2011	\$349.34	\$349.34	0%	\$0.00
Single	2/21/2011	\$2.73	\$2.73	0%	\$0.00
Single	2/11/2011	(\$95.61)	(\$95.61)	0%	\$0.00
Family Mer	2/23/2011	\$85.40	\$85.40	0%	\$0.00
Single	2/14/2011	(\$181.58)	(\$181.58)	0%	\$0.00
Single	2/25/2011	\$181.58	\$181.58	0%	\$0.00
Single	2/25/2011	\$209.65	\$209.65	0%	\$0.00
Single	2/25/2011	\$20.72	\$20.72	0%	\$0.00
Family Mer	2/21/2011	\$0.04	\$0.04	0%	\$0.00
Single	2/24/2011	\$72.88	\$72.88	0%	\$0.00
Single	2/20/2011	\$1,748.28	\$1,748.28	0%	\$0.00
Family Mer	2/22/2011	\$150.47	\$150.47	0%	\$0.00
Family Mer	2/23/2011	\$2.63	\$2.63	0%	\$0.00
Single	2/21/2011	\$160.62	\$160.62	0%	\$0.00
Single	2/21/2011	\$71.47	\$71.47	0%	\$0.00
Single	2/25/2011	\$6.49	\$6.49	0%	\$0.00
Single	2/23/2011	\$1.67	\$1.67	0%	\$0.00
Family Mer	2/11/2011	(\$61.32)	(\$61.32)	0%	\$0.00
Single	2/23/2011	\$146.43	\$146.43	0%	\$0.00
Single	2/22/2011	\$129.48	\$129.48	0%	\$0.00
Single	2/21/2011	\$19.95	\$19.95	0%	\$0.00
Family Mer	2/22/2011	\$69.67	\$69.67	0%	\$0.00
Family Mer	2/22/2011	\$26.54	\$26.54	0%	\$0.00
Family Mer	2/22/2011	\$276.12	\$276.12	0%	\$0.00
Family Mer	2/23/2011	\$471.29	\$471.29	0%	\$0.00
Single	2/22/2011	\$87.61	\$87.61	0%	\$0.00
Family Mer	2/23/2011	\$2.73	\$2.73	0%	\$0.00
Family Mer	2/24/2011	\$7.07	\$7.07	0%	\$0.00
Single	2/21/2011	\$458.12	\$458.12	0%	\$0.00
Family Mer	2/22/2011	\$4.00	\$4.00	0%	\$0.00
Family Mer	2/25/2011	\$25.64	\$25.64	0%	\$0.00
Single	2/20/2011	\$116.67	\$116.67	0%	\$0.00
Single	2/20/2011	\$72.88	\$72.88	0%	\$0.00
Single	2/25/2011	\$70.16	\$70.16	0%	\$0.00
Family Mer	2/21/2011	\$23.70	\$23.70	0%	\$0.00
		\$25,361.14	\$25,361.14	0%	\$0.00

TOTAL: \$58,463.27

Invoices - Invoice Details

Invoice ID: TX433010006 - HIDALGO COUNTY

Invoice Period: 02/26/2011 - 03/04/2011 Process Date: 03/04/2011

Invoice Detail

Invoice Detail summarizes claims activity by association.

Claim Period: 02/26/2011 - 02/28/2011

Cust Nbr	Set Nbr	ASC Nbr	Association Name	Total Claims Month To Date	Total Claims Week To Date	Drug Claims	Dental Claims	All Claims But Drug, Dental	Claim Count
TX433	01	001	HIDALGO COUNTY	\$643,774.83	\$5,246.02	\$0.00	\$0.00	\$5,246.02	70
TX433	01	002	HEAD START	\$156,507.36	\$727.86	\$0.00	\$0.00	\$727.86	24
TX433	01	003	APPRAISAL DISTRICT	\$30,812.73	\$221.64	\$0.00	\$0.00	\$221.64	2
TX433	01	004	COMMUNITY SERVICE	\$4,705.88	\$0.00	\$0.00	\$0.00	\$0.00	0
TX433	01	005	DRAINAGE DISTRICT	\$23,118.76	\$0.00	\$0.00	\$0.00	\$0.00	0
TX433	01	006	RETIREES	\$26,072.30	\$0.00	\$0.00	\$0.00	\$0.00	0
TX433	01	007	COBRA	\$93,709.66	\$0.00	\$0.00	\$0.00	\$0.00	0
			STOPLOSS	(\$29,359.64)	(\$29,359.64)	\$0.00	\$0.00	\$0.00	0
			Customer Total Claims	\$978,701.52	\$6,195.52	\$0.00	\$0.00	\$6,195.52	96
			STOPLOSS Total	(\$29,359.64)	(\$29,359.64)	\$0.00	\$0.00	\$0.00	0
			Customer Grand Total	\$949,341.88	(\$23,164.12)	\$0.00	\$0.00	\$6,195.52	96

Invoices - Invoice Details

Invoice ID: TX433010006 - HIDALGO COUNTY

Invoice Period: 02/26/2011 - 03/04/2011 Process Date: 03/04/2011

Invoice Detail

Invoice Detail summarizes claims activity by association.

Claim Period: 03/01/2011 - 03/04/2011

Cust Nbr	Set Nbr	ASC Nbr	Association Name	Total Claims Month To Date	Total Claims Week To Date	Drug Claims	Dental Claims	All Claims But Drug, Dental	Claim Count
TX433	01	001	HIDALGO COUNTY	\$58,463.27	\$58,463.27	\$43,471.83	\$0.00	\$14,991.44	620
TX433	01	002	HEAD START	\$13,041.91	\$13,041.91	\$7,546.88	\$0.00	\$5,495.03	99
TX433	01	003	APPRAISAL DISTRICT	\$2,054.84	\$2,054.84	\$1,664.37	\$0.00	\$390.47	33
TX433	01	004	COMMUNITY SERVICE	\$941.33	\$941.33	\$941.33	\$0.00	\$0.00	17
TX433	01	005	DRAINAGE DISTRICT	\$1,495.55	\$1,495.55	\$1,389.20	\$0.00	\$106.35	21
TX433	01	006	RETIREEES	\$1,473.14	\$1,473.14	\$1,459.75	\$0.00	\$13.39	23
TX433	01	007	COBRA	\$690.03	\$690.03	\$690.03	\$0.00	\$0.00	6
			Customer Total Claims	\$78,160.07	\$78,160.07	\$57,163.39	\$0.00	\$20,996.68	819
			Customer Grand Total	\$78,160.07	\$78,160.07	\$57,163.39	\$0.00	\$20,996.68	819

Invoices - Invoice Details

Invoice ID: TX433010006 - HIDALGO COUNTY

Invoice Period: 03/05/2011 - 03/11/2011 Process Date: 03/11/2011

Invoice Detail

Invoice Detail summarizes claims activity by association.

Claim Period: 03/05/2011 - 03/11/2011

Cust Nbr	Set Nbr	ASC Nbr	Association Name	Total Claims Month To Date	Total Claims Week To Date	Drug Claims	Dental Claims	All Claims But Drug, Dental	Claim Count
TX433	01	001	HIDALGO COUNTY	\$342,096.87	\$283,633.60	\$51,057.44	\$0.00	\$232,576.16	4,165
TX433	01	002	HEAD START	\$100,740.80	\$87,698.89	\$8,145.20	\$0.00	\$79,553.69	1,021
TX433	01	003	APPRAISAL DISTRICT	\$9,499.70	\$7,444.86	\$1,826.85	\$0.00	\$5,618.01	179
TX433	01	004	COMMUNITY SERVICE	\$6,091.99	\$5,150.66	\$1,911.46	\$0.00	\$3,239.20	62
TX433	01	005	DRAINAGE DISTRICT	\$10,936.29	\$9,440.74	\$1,269.70	\$0.00	\$8,171.04	144
TX433	01	006	RETIREEES	\$8,453.19	\$6,980.05	\$4,124.25	\$0.00	\$2,855.90	64
TX433	01	007	COBRA	\$17,069.52	\$16,379.49	\$1,075.30	\$0.00	\$15,304.19	81
			Customer Total Claims	\$494,888.36	\$416,728.29	\$69,410.20	\$0.00	\$347,318.09	5,716
			Customer Grand Total	\$494,888.36	\$416,728.29	\$69,410.20	\$0.00	\$347,318.09	5,716



**BlueCross BlueShield
of Texas**

Group # 021185 **HIDALGO COUNTY**
Settlement ID: **TX433010006**
Processed Date
Period 03/05/2011 to 03/11/2011

SECTION		
0001-0011	HIDALGO COUNTY	\$ 283,633.60
0002-0012	HEADSTART	\$ 87,698.89
0003-0013	APPRAISAL DISTRICT	\$ 7,444.86
0004-0014	COMMUNITY SERVICE	\$ 5,150.66
0005-0015	DRAINAGE DISTRICT	\$ 9,440.74
9001-9002	COBRA	\$ 16,379.49
0006-0016	RETIREE	\$ 6,980.05
TOTALS		\$416,728.29

HIDALGO COUNTY DEPT. OF BUDGET AND MANAGEMENT
CERTIFICATION OF MEDICAL INSURANCE CLAIMS
PAID BY BLUE CROSS BLUE SHIELD OF TEXAS

FOR THE PERIOD OF February 26 thru March 11, 2011.

Hidalgo County's Self-Funded Health Insurance, Third Party Administrator (TPA) Blue Cross Blue Shield of Texas, has submitted to my office a request to reimburse the County's CLAIMS PAYING ACCOUNT in the amount of \$471,724.24.

- 1). Hidalgo County
- 2). Hidalgo County Headstart Program
- 3). Hidalgo County Community Service Agency
- 4). Hidalgo County Urban County Program
- 5). Hidalgo County Drainage District #1
- 6). Hidalgo County Appraisal District

Total Reimbursement Requested by Blue Cross Blue Shield of Texas for dates 02/26/2011 to 03/11/2011 is \$ 471,724.24.

Dept. of Budget & Management/Employee Benefits Section is requesting approval of this payment on the Commissioners' Court Agenda of April 5, 2011.

I hereby approve this reimbursement and I and/or my staff have reviewed each claim included on the attached check register and to the best of my knowledge ensure:

- All the claimants are in fact employees of Hidalgo County, Drainage District No. 1, Hidalgo County Headstart Program, Hidalgo County Community Service Agency, Hidalgo County Urban Program and Hidalgo County Appraisal District.
- All fees to vendors are appropriate for the type of service provided.
- All insurance premiums paid to Hidalgo County for Health Insurance Self-Funded Account were received by my department and deposited to the Hidalgo County Treasurer's Office and credited to the corresponding salary account.
- All types of expenditures reflected on this claim report are appropriate for the Hidalgo County Health Insurance Self Funded Account.


Employee Benefits Manager

03/31/2011
Date

Dept. of Budget & Management Budget Officer

Date

Commissioner's Court Approval

Date

AI-26014**7.A.****Disaster Recovery Program - Bid rejection
CC CONSENT**

Date: 04/05/2011
Submitted By: Estella Webber, URBAN COUNTY
Submitted For: Angie Ramos
Department: URBAN COUNTY
Agenda Category: Urban County

Information**CAPTION**

The CDBG Disaster Recovery Program is requesting that the County Commissioner's Court reject the only bid received on March 23, 2011 at the Hidalgo County Purchasing Department from the sole bidder, G & G Contractor.

BACKGROUND

PROJECT NAME	BID AMOUNT
P. Muniz	\$ 56,680.00
J. Casas	\$ 53,680.00
V. Moreno	\$ 53,680.00
J. Uriegas	\$ 56,680.00
R. Ochoa	\$ 53,680.00
G. Quiroga	\$ 53,680.00

Rejection of bids is recommended due to the contractor failing to meet County bid submittal requirements.

Fiscal Impact

Attachments

Link: [bids](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/30/2011 09:40 AM	APRV
2	Manuel Chapa	Manuel Chapa	03/30/2011 12:50 PM	APRV
3	Auditor's Office		03/31/2011 03:57 PM	NEW

Form Started By: Estella Webber
Started On: 03/30/2011 09:00 AM
Final Approval Date: 03/31/2011

HIDALGO COUNTY PURCHASING DEPARTMENT
 DEPT NAME: COUNTY OF HIDALGO URBAN COUNTY PROGRAM

Bid Opening Date: March 32, 2011

Description of Bid: Demolition & Reconstruction of Two (2) Units in the County Wide Area of Donna, One (1) Unit in the County Wide area of Edinburg, Three (3) Units in the City of San Juan, Two (2) Units in the City of Mercedes, One (1) City of Mission
 GRANT#: DRP-70090019-06-LR

Bid Opening Time: 9:30 am

G & G CONTRACTORS			
	UNITS	TOTAL BID AMOUNT	BID BOND/CASHIER'S CHECK INCLUDED
1	P. MUNIZ	\$56,680.00	ONE (1)
2	J. CASAS	\$53,680.00	CASHIER'S
3	V. MORENO	\$53,680.00	CHECK
4	J. URIEGAS	\$44,690.00	IN THE
5	M. BRITO	\$56,680.00	AMOUNT
6	M PACHECO	\$53,680.00	OF
7	E. RUBULCAVA	\$53,680.00	\$25,000.00
8	R. OCHOA	\$53,680.00	SUBMITTED
9	G. QUIROGA	\$53,680.00	WITH BID

JR LIMAS CONSTRUCTION			
	UNITS	TOTAL BID AMOUNT	BID BOND/CASHIER'S CHECK INCLUDED
1	P. MUNIZ	NO BID	N/A
2	J. CASAS	NO BID	N/A
3	V. MORENO	NO BID	N/A
4	J. URIEGAS	NO BID	N/A
5	M. BRITO	\$58,900.00	CC INCLUDED
6	M PACHECO	\$53,000.00	CC INCLUDED
7	E. RUBULCAVA	\$53,000.00	CC INCLUDED
8	R. OCHOA	NO BID	N/A
9	G. QUIROGA	NO BID	N/A

*TYPED AS READ AT BID OPENING, AMOUNTS NOT VERIFIED/CALCULATED

AI-26018

8.A.

**Travelers Insurance Company Settlement Check
CC CONSENT**

Date: 04/05/2011
Submitted By: Aida Alvarez, SAFETY DIVISION
Submitted For: Valde Guerra
Department: SAFETY DIVISION
Agenda Category: Comm. Court Executive Office

Information

CAPTION

Approval to accept settlement agreement with Travelers Insurance Company in the amount of \$10,989.50 to settle total loss auto accident with County vehicle. (Sheriff Office)

BACKGROUND

DOL: 01/11/11

Acct #: 1-1100-360-00-000-005-0-000

Fiscal Impact

Attachments

Link: Sheriff Ofc

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/30/2011 09:40 AM	APRV
2	Erika Zamora	Erika Zamora	03/31/2011 09:00 AM	APRV
3	Auditor's Office		03/31/2011 03:57 PM	NEW

Form Started By: Aida Alvarez
Started On: 03/30/2011 09:23 AM
Final Approval Date: 03/31/2011

2011 MAR 20
THE TRAVELERS - SAN ANTONIO CL CLAI
P.O. BOX 65100
SAN ANTONIO TX 78265

SA03347

896D 77936054

TRAVELERS

DATE: 03/14/11
LOSS DATE: 01/11/11
FILE NUMBER: 234 PP EJN3837 T

AGENT:
APEX INSURANCE SERVICES

ACCOUNT NAME:
HIDALGO COUNTY

HIDALGO COUNTY SHERIFFS
PO BOX 1356
EDINBURG TX 78540-1356

TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA

EXPLANATION OF PAYMENT

COLLISION \$10989.50
TOTAL PAID \$10989.50

TOTAL LOSS - 2008 FORD EXPEDITION
VIN # 1FMFU15568LA568 32

FOR ADDITIONAL INFORMATION, CONTACT: DANIEL VOGLEY AT (630)961-7416

73003388
DETACH CHECK

UNSUM - 021410
OVRPUN2-121295
DETACH CHECK

THIS DOCUMENT HAS A RED BACKGROUND - BORDER CONTAINS MICRO PRINTING AND AN ARTIFICIAL WATERMARK - HOLD AT AN ANGLE TO VIEW

Citibank, N.A.
One Penns Way
New Castle DE 19720

TRAVELERS
P.O. BOX 65100
SAN ANTONIO TX 78265
(630)961-7416

896D 77936054

DATE 03/14/11 ACCOUNT NUMBER J99 FILE NUMBER 234 PP EJN3837 T

VOID IF NOT PRESENTED WITHIN
ONE YEAR AFTER DATE OF ISSUE

TEN THOUSAND NINE HUNDRED EIGHTY NINE AND 50/100

PAY: \$***10,989.50

PAY TO THE ORDER OF HIDALGO COUNTY SHERIFFS AND HIDALGO COUNTY TEXAS ETAL
PO BOX 1356
EDINBURG TX 78540-1356

003585
SA03347

Maria Olivo
AUTHORIZED SIGNATURE

77936054 031100209 38622892

AI-26028

8.B.

**Travelers Insurance Company Settlement Check
CC CONSENT**

Date: 04/05/2011
Submitted By: Aida Alvarez, SAFETY DIVISION
Submitted For: Valde Guerra
Department: SAFETY DIVISION
Agenda Category: Comm. Court Executive Office

Information

CAPTION

Approval to accept settlement agreement with Travelers Insurance Company in the amount of \$6,897.30 to settle total loss auto accident with County vehicle. (Sheriff Office)

BACKGROUND

DOL: 02/13/11

Acct #: 1-1100-360-00-000-005-0-000

Fiscal Impact

Attachments

Link: Sheriff Office

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/30/2011 12:23 PM	APRV
2	Erika Zamora	Erika Zamora	03/31/2011 08:58 AM	APRV
3	Auditor's Office		03/31/2011 03:57 PM	NEW

Form Started By: Aida Alvarez
Started On: 03/30/2011 12:05 PM
Final Approval Date: 03/31/2011

THE TRAVELERS - SAN ANTONIO CL CLAI
P.O. BOX 65100
SAN ANTONIO TX 78265

SA04318

896D 77990372

TRAVELERS 

DATE: 03/24/11
LOSS DATE: 02/13/11
FILE NUMBER: 234 PP EJN4477 T

AGENT:
APEX INSURANCE SERVICES

ACCOUNT NAME:
HIDALGO COUNTY

HIDALGO COUNTY TEXAS ETAL
PO BOX 1356
EDINBURG TX 78540-1356

TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA

EXPLANATION OF PAYMENT

COLLISION \$6897.30
TOTAL PAID \$6897.30

TOTAL LOSS - 2007 FORD EXPEDITION
VIN # 1FMFU15577LA613 12

FOR ADDITIONAL INFORMATION, CONTACT: DANIEL VOGLEY AT (630)961-7416

DETACH CHECK

UNBLIND - 021410
OVRPUN82-121295
DETACH CHECK

THIS DOCUMENT HAS A RED BACKGROUND - BORDER CONTAINS MICRO PRINTING AND AN ARTIFICIAL WATERMARK - HOLD AT AN ANGLE TO VIEW

Citibank, N.A. One Penns Way New Castle DE 19720		TRAVELERS  P.O. BOX 65100 SAN ANTONIO TX 78265 (630)961-7416		896D 77990372	82-20 311
DATE 03/24/11	ACCOUNT NUMBER J99	FILE NUMBER 234 PP EJN4477 T		VOID IF NOT PRESENTED WITHIN ONE YEAR AFTER DATE OF ISSUE	
SIX THOUSAND EIGHT HUNDRED NINETY SEVEN AND 30/100				PAY: \$****6,897.30	
PAY TO THE ORDER OF		HIDALGO COUNTY TEXAS ETAL AND HIDALGO COUNTY SHERIFF'S DEPARTMENT PO BOX 1356 EDINBURG TX 78540-1356			
004848 SA04318		 AUTHORIZED SIGNATURE			

⑈ 77990372 ⑈

⑈ 031100209⑈

38622892⑈

AI-26026**9.A.****Wireless Device Request
CC CONSENT**

Date: 04/05/2011
Submitted By: Griselda Salazar, IT DEPARTMENT
Submitted For: Renan Ramirez
Department: IT DEPARTMENT
Agenda Category: IT Department

Information**CAPTION**

Commissioner Pct. 4:

Authorization for Name Change through the County's membership/participation with
CONTRACT: DIR-SDD-604 with awarded vendor VERIZON WIRELESS for the following:

Qty:	Dept.:	Description:	Cell Phone Number:
1	Comm. Pct. 4	Change employee name from Homer Garza to OFFICE USE	956-289-0977

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011

ACCT. #: 1-1200-431-00-124-007-0-532

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

No budgetary impact only name change.

AttachmentsLink: [Request Form W.2011.2](#)

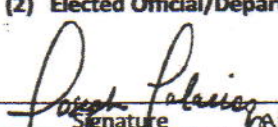
Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/30/2011 12:04 PM	APRV
2	Manuel Chapa	Manuel Chapa	03/30/2011 02:04 PM	APRV
3	Auditor's Office		03/31/2011 03:57 PM	NEW

Form Started By: Griselda Salazar
Started On: 03/30/2011 10:40 AM
Final Approval Date: 03/31/2011



WIRELESS DEVICE REQUEST FORM W.2011.2

TYPE OF REQUEST		
County Owned Wireless Device: ☐ Office Use or ☐ Individual ☒ Name Change <u>956-289-0977</u> ☐ Equipment Change ☐ Plan Change ☐ Delete Service	Wireless Data Device: ☐ Data Card ☐ Blackberry ☐ Other:	Stipend: ☐ Cellular Telephone \$50/mo ☐ Data Pad \$25/mo
COUNTY OWNED WIRELESS DEVICE		
Office Use / Employee: <u>Office Use</u> Employee ID# <u>N/A</u> Signature: <u>N/A</u>		
Department: <u>Commissioner Pet 4 Dept#:</u> <u>124</u>		
Quantity: <u>1</u>		
Service: \$ <u>339.99</u> /mo (x) <u>9</u> months = \$ <u>3059.91</u> Account: <u>1-1200-431-00-124-007-0-532</u>		
Service: \$ _____ /mo (x) _____ months = _____ Account: _____ -619/664		
Requisition Total: <u>\$ 3,839.04</u> Requisition Number: <u>P.O. 651282</u>		
STIPEND		
(1) Employee: _____ Employee ID# _____ Signature: _____		
Department: _____ Dept#: _____		
Quantity: _____		
Service: \$ _____ /mo (x) _____ months = _____ Account: _____ -532		
Total: _____		
(2) Elected Official/Department Head Authorization for Request:		
<u></u> Signature	<u>Joseph Palacios</u> Print Name	<u>3-30-11</u> Date
(3) Executive Office Authorization (Commissioner's Court Departments Only):		
_____ Signature	_____ Print Name	_____ Date
(4) IT DEPARTMENT ONLY:		
Service Type Codes: <u>Name Change for 956-289-0977</u>		

Commissioner's Court Action:

Commissioner's Court Date: 4/5/11

☐ Approved Date: _____

☐ Disapproved

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/irs/article00_016715400.html, EXAMPLE 2

Revised: 03/09/2011

AI-25959

9.B.

Deactivate Phone Service

CC CONSENT

Date: 04/05/2011
Submitted By: Griselda Salazar, IT DEPARTMENT
Submitted For: Renan Ramirez
Department: IT DEPARTMENT
Agenda Category: IT Department

Information

CAPTION

Executive Office - Public Affairs:

Authorization to deactivate cellular service through the County's membership/participation with
CONTRACT: DIR-SDD-604 with awarded vendor VERIZON WIRELESS for the following:

Qty:	Department:	Employee:	Employee Number:	Cell Phone Number:
1	Public Affairs	Cari Lambrecht	154776	956-720-5626

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011

ACCT. #:

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Deactivation of service.

No fiscal impact.

Attachments

Link: [Request Form](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/28/2011 07:11 AM	APRV
2	Erika Zamora	Erika Zamora	03/31/2011 09:02 AM	APRV
3	Auditor's Office		03/31/2011 03:57 PM	NEW

Form Started By: Griselda Salazar
Started On: 03/25/2011 09:30 AM
Final Approval Date: 03/31/2011



WIRELESS DEVICE REQUEST FORM W.1.2

(1) Type of Request:

Wireless device: ☐ Data card ☒ Blackberry ☒ Other: DEACTIVATE SERVICE FOR

DATA CARDS, BLACKBERRY or OTHER (one form per individual)

(2) Requesting employee: CARI LABRECHT Employee ID# 154776 Signature: _____

DEPARTMENT: PUBLIC AFFAIRS DEPT #: _____

Quantity: 1

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

Service: \$ _____/mo (x) _____ months = 0.00 Account: _____ -619/664

Requisition Total: _____ Requisition Number: _____

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

Karina Cardoza Karina Cardoza 3/22/11
Signature Print Name Date

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

Valde Guerra Valde Guerra 3/22/11
Signature Print Name Date

(5) IT DEPARTMENT ONLY:

Service Type Codes:

☐ SPRINT UNLIMITED DATACARD PLAN -or-

☐ SPRINT BE1000 + DATAPLAN

☒ OTHER: DEACTIVATE SERVICE FOR 956-720-5626

Commissioner's Court Action:

Commissioner's Court Date: 03/29/2011

☐ Approved Date: _____

☐ Disapproved

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

AI-26022**9.C.****Wireless Device Deactivation
CC CONSENT**

Date: 04/05/2011
Submitted By: Griselda Salazar, IT DEPARTMENT
Submitted For: Renan Ramirez
Department: IT DEPARTMENT
Agenda Category: IT Department

Information**CAPTION**

Information Technology:

Authorization to deactivate cellular service through the County's membership/participation with
CONTRACT: DIR-SDD-604 with awarded vendor VERIZON WIRELESS for the following:

Qty:	Dept.:	User:	Cell Phone Number:
1	Info. Tech.	I.T. Spare	956-475-6938

BACKGROUND

Fiscal Impact

FISCAL YEAR: ACCT. #:
FUNDS AVAILABLE Y/N?: MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
Deactivation of service.

No fiscal impact.

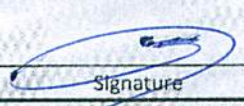
AttachmentsLink: [form](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/30/2011 04:09 PM	APRV
2	Erika Zamora	Erika Zamora	03/31/2011 09:26 AM	APRV
3	Auditor's Office		03/31/2011 03:57 PM	NEW

Form Started By: Griselda Salazar
Started On: 03/30/2011 09:35 AM
Final Approval Date: 03/31/2011

WIRELESS DEVICE REQUEST FORM W.2011.2

TYPE OF REQUEST		
County Owned Wireless Device: ☐ Office Use or ☐ Individual ☐ Name Change ☐ Equipment Change ☐ Plan Change ☒ Delete Service	Wireless Data Device: ☐ Data Card ☐ Blackberry ☐ Other:	Stipend: ☐ Cellular Telephone \$50/mo ☐ Data Pad \$25/mo
COUNTY OWNED WIRELESS DEVICE		
Office Use / Employee: <u>I.T. Spare</u> Employee ID# <u>n/a</u> Signature: <u>n/a</u> Department: <u>Info. Tech.</u> Dept#: <u>200</u> Quantity: <u>1</u> Service: \$ <u>35.44</u> /mo (x) <u>9</u> months <u>318.96</u> Account: <u>1-1100-415-00-200-001-0532</u> Service: \$____/mo (x) ____ months = ____ Account: _____ -619/664 Requisition Total: <u>318.96</u> Requisition Number: <u>n/a</u>		
STIPEND		
(1) Employee: _____ Employee ID# _____ Signature: _____ Department: _____ Dept#: _____ Quantity: _____ Service: \$____/mo (x) ____ months = ____ Account: _____ -532 Total: _____		
(2) Elected Official/Department Head Authorization for Request:  Signature <u>Renan Ramirez</u> Print Name <u>3/28/11</u> Date		
(3) Executive Office Authorization (Commissioner's Court Departments Only):  Signature <u>Valde Guerra</u> Print Name <u>3/30/11</u> Date		
(4) IT DEPARTMENT ONLY: Service Type Codes: <u>Nationwide Talk Small Business Share 4000 + Unl. Texts</u>		

Commissioner's Court Action: _____ Commissioner's Court Date: 4/5/11

☐ Approved Date: _____ ☐ Disapproved

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: <http://www.irs.gov/govt/sig/article/0,,id=167154,00.html>, EXAMPLE 2

Revised: 03/09/2011

Ratification on Previous Agenda of September 07, 2010**CC CONSENT**

Date: 04/05/2011
 Submitted By: Oscar Garza, PURCHASING DEPT.
 Submitted For: Marty Salazar
 Department: PURCHASING DEPT.
 Agenda Category: Purchasing Department

Information**CAPTION**

Ratification as requested by Auditor's Office of CC meeting of September 21, 2010
 AI-23047 #18 A (2) (a) action taken was to rescind CC action taken on 09/07/2010
 AI-22788 should read 21 B (1) (b) .

BACKGROUND

Previous action taken on September 07, 2010 would rescind all action taken on item
 21.B.1; and action needed is to resind 21.B.1.b ONLY.

Fiscal Impact

FISCAL YEAR: ACCT. #:
 FUNDS AVAILABLE Y/N?: MATCHING FUNDS Y/N?:
 BUDGETARY IMPACT:
 No fiscal impact. This request is to correct a previous action taken by CC.

Attachments

Link: [agenda](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	03/30/2011 03:03 PM	APRV
2	Budget & Management	Erika Zamora	03/31/2011 08:00 AM	APRV
3	Ivan Cantu	Ivan Cantu	03/31/2011 08:06 AM	APRV
4	Auditor's Office		03/31/2011 03:57 PM	NEW

Form Started By: Oscar Garza
 Started On: 03/30/2011 01:05 PM
 Final Approval Date: 03/31/2011

North Roads located in Precinct #1.

approved 2. AI-23047 a. Approval to **rescind** CC action of 9-07-10-21.B.1 AI-22788; and

approved b. Authority to **purchase** heavy machinery and/or equipment detailed herein from the following awarded vendor Alamo Sales Corp. (through Hidalgo County's participation/membership) with HGAC-Contract #GR01-10: One (1) 6430 JD Deere 4x4 Tractor to include, but not limited to, a 28' Axtreme Boom Mower, Mount Labor Oil-\$102,000.00 (which includes pricing, warranties, delivery and administration fee's)-Project #2010-329-OGG.

C. Pet. 4

approved 1. AI-22955 a. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A) (4) a professional service for Engineering Services;

approved b. Presentation of scoring grid (for the purposes of ranking by CC) of the firms graded & evaluated through the County's approved "pool" of engineers in connection with professional engineering services required for: County-owned Building Repairs/Renovations Projects located in Precinct #4;

1. Sigler, Winston, Greenwood & Assoc.-	Score: 93	- Rank: <u>3</u>
2. S&B Infrastructure, LTD.	- Score: 96	- Rank: <u>2</u>
3. HALFF Assoc.	- Score: 97.50-	Rank: <u>1</u>

approved c. Authority for the Purchasing Department to negotiate a professional engineering services Contract with the No.1 ranked firm of HALFF ASSOC. for the provision of engineering services for: County-owned Building Repairs/ Renovations Projects located in Precinct #4.

D. Health & Human Services Dept.

approved 1. AI-22974 Recommending award of bid to the sole bidder, Texas Association of Local Health Officials (TALHO), meeting all specifications/requirements, terms and conditions as attached hereto for: Hidalgo County - Health Department - "New High Density Power Station Trailer" not to exceed \$73,000.00- Bid No. 2010-284-09-15-MEG

E. WIC

approved 1. AI-23051 Requesting approval of a B101-2007 and AIA 201-2007 "Professional Architectural Services agreement with DANNENBAUM ENGINEERING COMPANY for the purposes of ("Building Repairs and/or Additions and Renovations to the W.I.C. Offices located in Edinburg, Texas on the North Side of Richardson Road and East of Doolittle Road within Hidalgo County Precinct No. 4") in connection to contract #C-10-101-03-16 an "On-Call" for County Owned Buildings/Structures with necessary/needed repairs/renovations/remodeling and/or additions on a per project basis through AIA forms of Agreements and as selected for negotiations through County's protocol "POOL" of Architects.

F. Colonia Access Program Pct. 1

1. AI-22951 Acceptance and approval of the following for Chapa North & South Subdivisions (Pct

AI-26006

10.B.

Precinct#4-WA#1-Millennium Engineering Group-C-10-111-06-22 (Primary Substance Abuse Facility)

CC CONSENT

Date: 04/05/2011
Submitted By: Letty Saenz, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department

Information

CAPTION

Requesting approval of Work Authorization No. 1 (\$ 10,972.00) from Millennium Engineers Group, Inc. for professional construction material testing for Project: "Primary Care and Substance Abuse Facility (Paving & Drainage)" projects located within Hidalgo County Precinct No. 4, in connection with Contract No. C-10-111-06-22.

BACKGROUND

Work Authorization No. 1-MEG-C-10-111-06-22 for (Primary Substance Abuse Facility) within Pct #4
Email/Memo submitted by Pct 4

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-415-00-115-002-0-841
FUNDS AVAILABLE Y/N?: MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funding will be available by liquidating PO#636271 (per backup attached).
DBM will be funding the negative account balance.

Attachments

Link: Email/Memo/WA#1-MEG-C-10-111-06-22 (Primary Subst Abuse)
Link: contract document-C-10-111-06-22-MEG
Link: email frm Rey(Budget) to proceed

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	03/30/2011 02:59 PM	APRV
2	Budget & Management	Erika Zamora	03/30/2011 04:07 PM	APRV
3	Manuel Chapa	Manuel Chapa	03/31/2011 08:38 AM	APRV
4	Auditor's Office		03/31/2011 03:57 PM	NEW

Form Started By: Letty Saenz
Started On: 03/30/2011 08:06 AM
Final Approval Date: 03/31/2011



County of Hidalgo Pct. #4

Commissioner Joseph Palacios
1051 N. Doolittle Road
Edinburg Texas 78542-0337

MEMO

DATE: MARCH 30, 2011
TO: PURCHASING DEPARTMENT
C/O LETICIA "LETTY" SAENZ CONTRACTS MANAGER
FROM: HIDALGO COUNTY PCT. #4
REF: WORK AUTHORIZATION #1
"PRIMARY CARE & SUBSTANCE ABUSE FACILITY"
(Paving & Drainage)
C-10-111-06-22

HIDALGO COUNTY PRECINCT #4 IS HEREBY REQUESTING THE FOLLOWING
WORK AUTHORIZATION #1 IN THE AMOUNT OF \$10,972.00 FOR
MILLENNIUM ENGINEERS GROUP, INC., BE PLACED ON THE NEXT
COMMISSIONERS' COURT FOR APPROVAL.

FUNDING FOR THIS PROJECT WILL BE FROM ACCOUNT#:
1-1100-415-00-115-002-0-841.

SHOULD YOU HAVE ANY QUESTIONS, PLEASE CONTACT OUR
OFFICE, THANK YOU.

RUMALDO MUNOZ JR. 
ACCOUNTS PAYABLE SPECIALIST III

CC: COUNTY FILES

Leticia Saenz

From: Rumaldo Munoz [rumaldo.munoz@co.hidalgo.tx.us]
Sent: Wednesday, March 30, 2011 8:51 AM
To: leticia.saenz@co.hidalgo.tx.us
Cc: rey.salazar@co.hidalgo.tx.us
Subject: Millennium W.O. 1 C-10-111-06-22
Attachments: CCF03302011_00000.pdf

Good Morning

Attached is Work Authorization #1 under contract C-10-111-06-22, please place on the next C.C. for approval.

Thanks

Rumaldo Munoz Jr.

Accounts Payable Specialist III

HIDALGO COUNTY
Professional Engineering Services
Contract # C-10-111-06-22
Work Authorization Form

WORK AUTHORIZATION NO. 1

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, **Millennium Engineers Group, Inc.**, professional engineers of Edinburg, Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Engineer** to provide

Construction Materials Engineering Services for the Primary Care and Substance Abuse Facility (Paving and Drainage).

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

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

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is **\$10,972.00**

This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "D"**.

PART 3. PAYMENT

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

PART 4. FUNDING

This Work Authorization No. **1** shall be funded through funding source:

Account No. **1-1100-415-00-115-002-0-841**

Requisition Number _____ (MUST BE INCLUDED AFTER CC APPROVAL)

PART 5. PERIOD OF SERVICE

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

PART 6. RESPONSIBILITIES AND OBLIGATIONS

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

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by **Hidalgo County** _____,
Commissioner Joseph Palacios as to content and detail of this **Work**
Authorization No. 1

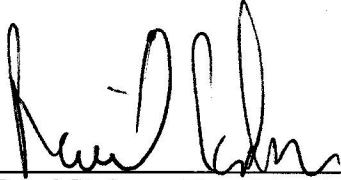
HIDALGO COUNTY

BY: Commissioner Joseph Palacios

PART 8. ACCEPTANCE AND APPROVAL

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

THE ENGINEER:



By: Raul Palma, President

THE OWNER:

HIDALGO COUNTY

By: Ramon Garcia, County Judge

ATTEST:

By: Arturo Guajardo, Jr., County Clerk

LIST OF ATTACHMENTS

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

ATTACHMENT “A”

Services To Be Provided By The Owner

EXHIBIT "A"
SERVICES TO BE PROVIDED BY THE OWNER/COUNTY

The following provides an outline of the services to be provided by the **Owner** in the development of **Projects** (as defined and more particularly identified in **EXHIBIT "B"** attached to this Agreement).

General

The Owner will provide to the **Engineer** the following:

- (1) Provide the authorization to proceed with services through coordination with the project consulting and design Engineer.
- (2) Payment for work performed by the **Engineer** and accepted by the **Owner** in accordance with Article 3 of this Agreement.
- (3) 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.
- (4) Provide any available relevant data the **Owner** may have on file concerning the projects.
- (5) Provide timely review and decisions in response to the **Engineer's** request for information and/or required submittals and deliverables, in order for the **Engineer** to maintain the work schedule agreed upon.
- (6) Attend and participate in progress meetings as required and as coordinated and conducted by the **Engineer**.
- (7) Provide the authorization to proceed with services on project by project basis through consulting design and construction engineer.

ATTACHMENT “B”

Services To Be Provided By The Engineer

EXHIBIT "B"
SCOPE OF SERVICES
TO BE PROVIDED BY THE ENGINEER

The services to be provided by the ENGINEER in providing geotechnical engineering services, construction materials testing services, construction inspection services and environmental services for Hidalgo County Projects is as follows:

A. Preliminary Phase:

- (1) Attend preliminary conferences with the OWNER and, if requested, with the funding agency and other government agencies or interested parties regarding the Project.
- (2) Provide for the necessary geotechnical investigation and testing necessary to develop the design.
- (3) Provide environmental studies as may be necessary to complete a project.
- (4) Provide assistance to the OWNER in providing material requirements and specifications for design, construction and maintenance projects.
- (5) Provide assistance to the OWNER in providing pavement design recommendations for the design, construction and maintenance projects.
- (6) Provide assistance to the OWNER in providing pavement rehabilitation recommendations for the design, construction and maintenance projects.
- (7) Provide assistance to the OWNER in providing pavement condition studies.

B. Design Phase:

- (1) Attend the OWNER'S and respective Party's meeting as requested for the purpose of explaining geotechnical investigation report recommendations and preliminary testing results and their impact to proposed design activities.
- (2) Perform any additional geotechnical investigations, testing and environmental studies necessary to collect information required in the design of the Project.
- (3) Provide assistance to the OWNER in providing material requirements and specification for design, construction and maintenance projects.
- (4) Provide assistance to the OWNER in providing pavement design recommendations for the design, construction and maintenance projects.
- (5) Provide assistance to the OWNER in providing pavement rehabilitation recommendations for the design, construction and maintenance projects.
- (6) Provide assistance to the OWNER in providing pavement condition studies.
- (7) Furnish the OWNER all necessary reports for preliminary design, design, construction and maintenance projects.

C. Construction/Maintenance Phase:

- (1) Attend the OWNER'S and respective Party's pre-construction and construction meetings as requested for the purpose of explaining geotechnical investigation report recommendations and preliminary testing results and their impact to proposed construction activities and establish coordination and lines of communication for proposed construction materials testing during construction activities.
- (2) Consult and advise with the OWNER during construction.
- (3) Provide construction materials testing for construction and maintenance projects as required by the project plans and specifications and/or specified by the project design engineer.
- (4) Review all material designs as requested by the OWNER and/or project design engineer.
- (5) Furnish the OWNER all necessary reports for construction and maintenance projects.
- (6) Provide construction inspection services as requested by the OWNER on construction and maintenance projects

ATTACHMENT “C”

Work Schedule

ATTACHMENT "C"

Work Schedule

Millennium Engineers Group, Inc. will go out to site on an as-needed basis to perform testing services. Services will be provided as requested by project personnel. A 24-hour notice will be required from project personnel.

ATTACHMENT “D”

Cost Proposal



Proposal

Date	Proposal No.
3/28/2011	01-11-118M

Millennium Engineers Group, Inc.
PO Box 4569
Edinburg, Texas 78540-4569

Name / Address
Hidalgo County Precinct 4 Commisioner Joseph Palacios 1051 N. Doolittle Rd. Edinburg, Texas 78542 Contract # C-10-111-06-22

Project Name
Primary Care and Substance Abuse Facility

Description	Qty	Cost	Total
Atterberg Limits (each test)	3	59.00	177.00
Sieve Analysis (each test)	1	50.00	50.00
Percent Passing No. 200 Sieve (each test)	2	42.00	84.00
Standard Proctor (each test)	3	175.00	525.00
Nuclear Density test (each test)	39	22.00	858.00
Wet Ball Mill (per test)	1	175.00	175.00
Air Content (Pressure)	2	20.00	40.00
Concrete Cylinders (each cylinder)	8	16.00	128.00
Extraction of Bituminous Mixture, Percent Asphalt & Gradiation (each test)	4	225.00	900.00
Asphalt Cores (each core)	6	55.00	330.00
Engr. Technician (Soils) (per hour)	56	40.00	2,240.00
Engr. Technician (Concrete)(per hour)	10	43.00	430.00
Engr. Technician (Asphalt)(per hour)	30	43.00	1,290.00
Transportation (Soils) (per trip)	28	35.00	980.00
Transportation (Concrete) (per trip)	4	35.00	140.00
Transportation (Asphalt) (per trip)	5	35.00	175.00
Engineer (per hour)	3	125.00	375.00
Project Management (per hour)	5	65.00	325.00
Clerical/Administrative (per hour)	17.5	40.00	700.00
Test Report (per report)	35	30.00	1,050.00
MEG Appreciates The Opportunity to Serve You. Local People Helping To Build The Rio Grande Valley.		Total	\$10,972.00

THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

PROFESSIONAL SERVICES AGREEMENT
C-10-111-06-22

THIS AGREEMENT is made effective the 22ND day of **June, 2010** by and between **HIDALGO COUNTY, TEXAS**, ("County") **Precinct No. 4** and **Millennium Engineers Group, Inc.** of Edinburg, a Texas Corporation ("Laboratory").

W I T N E S S E T H:

WHEREAS, the County is vested with the responsibility of providing "Construction Materials Testing" for its "**Paved/Unpaved Projects**" (**on an as needed basis**) (the "Services");

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

WHEREAS, pursuant to Texas Government Code Chapter 2254.002, (the "Texas Professional Services Procurement Act"), the County requested Statements of Qualifications (SOQ's) from a professional laboratory to assist the County by providing the Services;

WHEREAS, County has selected the Laboratory to provide the Services within **Hidalgo County Precinct No. 4**, in accordance to Exhibit "A-1" Request for Qualifications (RFQ) Procurement Packet.

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

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

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

3. Compensation. The maximum amount payable under this Agreement shall not exceed the amount for each work authorization unless an amendment is executed as provided hereinafter. The Laboratory shall submit periodic requests for payment within (30) thirty days after completion of each Work Authorization. The request for payment shall be made using forms acceptable to the County and shall show the total amount earned to the date of submission and the amount due and payable as of the date of the current billing. Upon receipt of said request for payment, County shall submit a requisition for payment for said Services in the customary manner provided for payments utilized by Hidalgo County, Texas. Laboratory agrees to separately account for the receipt and/or expenditure of funds received pursuant to this Agreement and to keep accurate books and records of all such receipts and/or expenditures. All payments to Laboratory shall be mailed to the address shown in numbered paragraph 24 herein.

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

5. Amendments. If it becomes necessary at any time during this Agreement to change the scope of Services, the Agreement period, the maximum amount payable, the complexity, or the character of this Agreement, an amendment shall be executed by use of a (Supplemental Agreement

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

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

- a. Problems, delays, or adverse conditions which will materially affect the ability to meet time schedules and goals, or preclude the attainment of project work units by established time periods. This disclosure shall be accompanied by a statement of the action taken, or contemplated and any County or, if Federal Funds are involved, Federal assistance needed to resolve the situation.
- b. Favorable developments or events which enable meeting time schedules and goals to be met sooner than anticipated or which are producing more work units than originally projected.

7. Ownership of Documents. Upon completion or termination of this Agreement, all documents prepared by the Laboratory or furnished to the Laboratory by the County shall be delivered to and become the property of the County. All sketches, photographs, calculations, and other data prepared under this Agreement shall be made available, upon request, to the County without restriction

or limitation on their further use. The Laboratory may, at its own expense, have copies made of the documents or any other data furnished to the County under this Agreement.

8. Suspension of Work. Should County desire to suspend the work under this Agreement, but not terminate this Agreement, the County shall provide thirty (30) calendar days verbal notification to Laboratory, followed by written confirmation from the County to Laboratory to that effect. The thirty-day notice may be waived as agreed in writing by both the County and Laboratory to that effect. The work under this Agreement may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from the County to the Laboratory. The sixty-day notice may be waived as agreed in writing by both the County and Laboratory. If the County suspends the work, the Termination Date as identified above is not affected and this Agreement will terminate on the date specified.

9. Progress and Coordination. The Laboratory shall, from time to time during the progress of the work, confer with the County. The Laboratory shall prepare and present such information as may be pertinent and necessary, or as may be requested by the County, in order to evaluate features of the Laboratory's services and work.

At the request of the County or the Laboratory, conferences shall be provided at the Laboratory's office, the offices of the County, or at other locations designated by the County. These conferences shall also include evaluation of the Laboratory's services and work when requested by the County.

All applicable study reports shall be submitted in preliminary form for approval by the County before the final report is issued. The County's comments regarding the Laboratory's preliminary report will be addressed by the Laboratory in the final report.

If funds by other agencies or entities are to be used for the development of the project under this Agreement, the Laboratory's Services and work will be subject to periodic review and approval by other agencies or entities, including those of the city, county, state and/or federal agencies.

Should it be determined that the progress in the production of the Laboratory's Services and work does not satisfy the requirements of the approved Work Authorization as provided by Exhibit "D", attached hereto, the County shall review the approved Work Authorization with the Laboratory to determine the corrective action needed by either the County or the Laboratory.

The Laboratory shall promptly advise the County in writing of events which have a significant impact upon the progress of the Laboratory's Services and work and the approved Work Schedule, including:

- a. problems, delays, adverse conditions which will materially affect the ability to attain Agreement objectives, prevent the meeting of time schedules and goals, or preclude the timely completion and submittal of Project deliverables by the Laboratory within established time periods; this disclosure will be accompanied by a statement by the Laboratory of recommended or immediate action taken, or contemplated, and any Owner or other agency or entity assistance needed to resolve the situation: and
- b. favorable developments or events which enable meeting the Work Schedule goals sooner than anticipated.

10. Independent Contractor. Laboratory must comply with all applicable Hidalgo County policies and with any applicable federal, state or local laws, regulations, orders or ordinances applicable to the Services provided by Laboratory under this Agreement. Notwithstanding the foregoing sentence, Laboratory represents and maintains that it is an Independent Contractor and is not an employee of Hidalgo County, Texas or any agency thereof, and represents and warrants that it does not desire or request any fringe benefits provided to employees of Hidalgo County, Texas, and/or any agency thereof, including, but not limited to benefits associated with Hidalgo County's civil service program. Laboratory agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder.

11. Subcontracting and Assignment. The Laboratory shall not assign subconsultant or transfer the Laboratory's interest in this Agreement without the prior written consent of the County. The Laboratory shall bind every subconsultant by written agreement to observe all the terms of this Agreement to the extent that they may be applicable to each subconsultant. No subcontractor relieves the Laboratory of any responsibilities under this Agreement.

12. Voluntary Termination. County may terminate this Agreement at any time for any reason or no reason at all upon giving thirty (30) days prior written notice to the Laboratory.

13. Insurance. Laboratory agrees to provide liability insurance covering its activities in providing the Services for County in an amount not less than the minimum amounts prescribed by the Texas Tort Claims Act, §100.001, et seq., Texas Civil Practices and Remedies Code, and shall furnish County a certificate issued by the insurer that such insurance is in full force and effect.

14. Payment of Franchise Tax. The Laboratory hereby certifies that the Laboratory is not delinquent in Texas franchise tax payments, or that the Laboratory is exempt from, or not subject to, such tax. A false statement concerning corporation's franchise tax status shall constitute grounds for termination of the Agreement at the sole option of the County.

15. No Assignment. Except as otherwise herein provided, Laboratory may not assign the obligations or rights under this Agreement to any person without the prior written consent of County.

16. Conflict. Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to Agreement, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them the legal requirements and only during the time such conflict exists.

17. Termination by County. If Laboratory fails to deliver quality Services, fails to achieve the defined goals, outcomes, strategies and outputs required by County, or if Laboratory fails to comply with any conditions in this Agreement, then County shall have the right to terminate this Agreement upon the giving of ten (10) days prior written notice to Laboratory.

18. No Waiver. No waiver by County of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

19. Entire Agreement. This Agreement contains the entire agreement between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by County and Laboratory, and not otherwise.

20. Venue. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

21. Hold Harmless. In the event Laboratory should cause, either directly or indirectly, damage, loss, destruction, liability, or claims against the other party as a result of intentional conduct, negligence or otherwise, Laboratory shall hold harmless and indemnify County from any and all obligations, liabilities, cause of action, lawsuits, damages, and assessments, including legal fees, etc., that from the Laboratory's intentional actions or negligence. This indemnification clause shall survive this Agreement and be enforceable as a separate agreement in the event its survival and enforcement becomes necessary.

22. Attorney's Fees. In the unlikely event that a dispute occurs which is litigated, or a cause of action in law or equity is filed concerning the operation, construction, interpretation, or enforcement

of this Agreement, the losing party shall bear the cost of the attorney's fees incurred by the prevailing party and any and all costs applicable thereto, including, but not limited to, court costs, deposition fees, expert witness fees, out-of-pocket expenses and travel expenses which are incurred by the prevailing party.

23. Notices. Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by a registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to County: County of Hidalgo
 Attention: County Judge
 100 East Cano, 2nd Floor
 Edinburg, Texas 78539

If to Laboratory: Millennium Engineers Group, Inc.
 Attn: Mr. Raul Palma, P.E., President
 705 Dawson Drive / P.O. Box 4569
 Edinburg, Texas 78540-4569

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addresses or, if mailed at such time as it is deposited in the United States mail.

24. Executions of Documents. The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

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

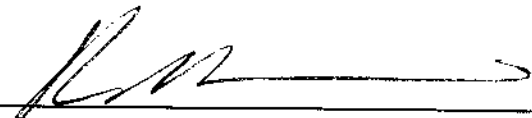
26. Gender. All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neutral gender, and the singular shall include the plural whenever and as often as may be appropriate.

27. Authority. The execution and performance of this Agreement by County and Laboratory have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of County and Laboratory in accordance with its terms.

28. Professional Seal. All documents and data furnished by the Laboratory to the County shall bear Professional seal of a licensed Engineer employed by the Laboratory.

EXECUTED as of the day and year first written above.

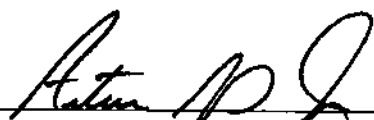
COUNTY:
COUNTY OF HIDALGO, TEXAS

By: 
Rene A. Ramirez, County Judge

LABORATORY:
MILLENNIUM ENGINEERS GROUP, INC.

By: 
Printed Name Raul Palma
Title: President

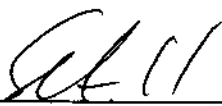
ATTEST:


Arturo Guajardo Jr., County Clerk

Approved by Commissioners' Court on: June 22, 2010.

APPROVED AS TO FORM:

Atlas & Hall, L.L.P.

By: 
Stephen L. Crain, Attorney

ATTACHMENTS:

EXHIBIT A	-Scope of Services to be provided by the County
EXHIBIT B	-Scope of Services to be provided by the Laboratory
EXHIBIT C	-Laboratory's Rates
EXHIBIT D	-Work Authorization Form
EXHIBIT E	-Supplemental Agreement Form
EXHIBIT F	-Certificates of Insurance

EXHIBIT A-1

-Request for Qualifications (RFQ)
Procurement Packet



PURCHASING DEPARTMENT
County Of Hidalgo

REQUEST FOR QUALIFICATIONS (RFQ) CHECKLIST
HIDALGO COUNTY

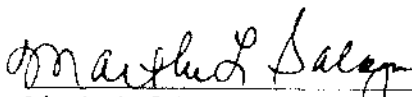
(Including all funding sources, programs, and entities)

"CONSTRUCTION MATERIALS TESTING SERVICES"
RFQ NO: 2010-014-01-13-YZV

1. Request for Qualifications Letter.
2. Request for Qualifications Legal Notice, consisting of 8 pages.
(Page 8 must be submitted with response)
3. Exhibit "A", Requirements, consisting of 7 pages.
4. Exhibit "B", Evaluation Criteria, consisting of 3 pages.
(Must be submitted with response)
5. Exhibit "C", Insurance Requirements, consisting of 4 pages.
(Must be submitted with response)
6. Exhibit "D", Conflict of Interest Questionnaire (CIQ), consisting of 1 page.
(Must be submitted with response)
7. Exhibit "E", Proposer's Affidavit, consisting of 1 page.
(Must be submitted with response)
8. Bidder/Vendor Application and Historically Underutilized Business (HUB) Declaration consisting of 2 pages.
(Must be submitted with response)
9. Request for Taxpayers Identification Number and Certification Form (W-9) consisting of 4 pages.
(Must be submitted with response)
10. Certification Regarding Debarment, Suspension, and other Responsibility Matters, consisting of 1 page.
(Must be submitted with response)
11. Attachment "A" Engineering Laboratories- Schedule of Services and Related Fees and Laboratory Testing Unit Price Schedule, consisting of 4 pages.

The above mentioned items shall be found in the Request for Qualifications (RFQ) 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, CPPB, Purchasing Agent

12/21/09
Date



PURCHASING DEPARTMENT
County Of Hidalgo

December 21, 2009

Re: HIDALGO COUNTY

Request For Qualifications (RFQ)-HIDALGO COUNTY-"CON STRUCTION MATERIALS
TESTING SERVICES" - RFQ No: 2010-014-01-13-YZV

Dear Respondent:

Enclosed please find a Request for Qualifications (RFQ) packet for you review and consideration. Hidalgo County Purchasing Department welcomes and appreciates your participation in the RFQ process.

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

Sincerely,



Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/yzv

Enclosures

RFQ NO: 2010-014-01-13-YZV	BUYER: YOLANDA VELASQUEZ	TEL. NO: (956) 318-2626

(RFQ) REQUEST FOR QUALIFICATIONS

HIDALGO COUNTY-
"CONSTRUCTION MATERIALS TESTING SERVICES"

Acceptance Due Date: January 13, 2010

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Location: 2802 S. Business Hwy. 281
Postal/ Mailing: 2812 S. Business Hwy. 281
New Administration Building
Edinburg, Texas 78539

(956) 318-2626

Form HCPD-04

LEGAL NOTICE

RFQ No: 2010-014-01-13-YZV

1. Sealed qualifications will be received for HIDALGO COUNTY --"CONSTRUCTION MATERIALS TESTING SERVICES", in accordance with the requirements attached hereto as Exhibit "A." Qualifications should address all requirements set forth. Proposers may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the requirements. Hidalgo County reserves the right to reject the deviation and its effect on the overall qualifications.
2. One (1) original, seven (7) copies of all qualifications and two (2) CDs in PDF Format are required with the proposer's name and address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package, RFQ - 2010-014-01-13-YZV - HIDALGO COUNTY- "CONSTRUCTION MATERIALS TESTING SERVICES" and in County's Purchasing Department, Physical Location: 2802 S. Business Hwy. 281 Postal/ Mailing: 2812 S. Business Hwy. 281 New Administration Building, Edinburg, Texas, ON OR BEFORE 9:30 A.M., WEDNESDAY, JANUARY 13, 2010. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY QUALIFICATION RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE IN REFERENCE TO QUALIFICATION. Hidalgo County reserves the right to refuse and reject any/all qualifications and to waive any/all formalities or technicalities, or to accept the proposal considered the best and most advantageous to Hidalgo County.
3. Hidalgo County reserves the right to separate and accept, or eliminate any item(s) listed under this qualification that it deems necessary to accommodate budgetary and/or operational requirements. Hidalgo County also reserves the right to reject any or all qualifications submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best qualification for approval. Receipt of any qualification shall under no circumstances obligate County to accept the lowest dollar qualification. The award of this contract shall be made to the responsible offeror whose qualification is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors as herein set forth.
4. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible proposer, or to reject all qualifications and re-advertise.
5. For work to be performed at a County owned or operated location, each proposer shall, in its sole discretion, visit the job site before preparing the qualification and thoroughly familiarize himself/herself with existing conditions. Proposer should take field dimensions and note all circumstances which affect the dollar amount of the qualification.
6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment,

proposers are required to include illustrations, specifications, explanation of warranties, and service data with their qualification including catalogue numbers and any necessary references.

7. No qualification may be withdrawn within sixty (60) days from the scheduled time to open qualifications.
8. Proposed prices are to remain firm for a minimum of ninety (90) days after priced qualification opening.
9. Any interpretations, amendments, corrections or changes to this qualification 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 Qualifications. Proposers shall acknowledge receipt of all addenda as a part of their qualification.
10. County reserves the right to accept or reject any or all qualifications.
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 qualification 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, CPPB, Purchasing Agent before delivery will be accepted.
 - . If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, CPPB, Purchasing Agent
(956) 318-2626

15. BILLING AND PAYMENT INSTRUCTIONS:

- . Invoices must include:
 - a) Name and address of successful proposer
 - b) Name and address of receiving department or official
 - c) Purchase Order Number (if any)
 - d) Notation - HIDALGO COUNTY-"CONSTRUCTION MATERIALS TESTING SERVICES"
 - e) Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
- . Discount payments will be considered when offered.
- . Contact person for Billing and Payment questions:

HIDALGO COUNTY AUDITOR'S OFFICE
Postal/Mailing 2812 S. Business Hwy. 281
Edinburg, Texas 78539
(956) 318-2511

16. Schedule of Events

Qualification Opening, 9:30 A.M.
Award of Contract
Commence Work or Deliver Products

JANUARY 13, 2010
_____, 2010
_____, 2010

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 and 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 proposers are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR76.~~
- ~~Together with the signing of a contract or issuance of a purchase order following the acceptance of a qualification, and prior to commencement of the actual work, the proposer shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds \$50,000.~~
- ~~If the contract is for \$50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and materialmen have been paid.~~

- ~~If a contract is for the construction, alteration or repair of public buildings or public works, the contractor shall provide a payment bond for a contract in excess of Twenty-Five Thousand Dollars (\$25,000.00), as required by Tex. Govt. Code Ch. 2253.~~
- ~~For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.~~

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 qualification 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 proposer fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the

details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539cHidalgo County Courthouse.

COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE PROPOSER.

20. If, during the life of any contract or qualification awarded, the successful proposer's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.
21. Qualifications, 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 Proposers: A prospective proposer must affirmatively demonstrate proposer's responsibility. A prospective proposer, by submitting a qualification, represents to County that it meets the following requirements:
 - . Possess or is able to obtain adequate financial resources as required to perform under the qualification;
 - . 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 proposer will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful proposer's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.
24. Any contract award to a successful proposer will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty (30) day's written notice prior to cancellation.
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 proposer; County reserves the right to terminate any contract immediately in the event a successful proposer fails to:

- A. Meet schedules;
 - B. Pay any required fees or taxes; or
 - C. Otherwise perform in accordance with the requirements.
26. Successful proposer shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful proposer, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from qualification award. Successful proposer indemnifies and will indemnify and save harmless County from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful proposer shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful proposer's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods or services provided by successful proposer.
27. Successful proposer 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 Qualifications shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful proposer within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.
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 proposer shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.
30. Proposers shall provide with the qualification response, a list of at least three (3) references where like services have been supplied by their firm. Include the name of the business or government, address, telephone number and name of representative or contact person.
31. Proposers must provide all documentation requested with this Qualification in their response. Failure to provide this information may result in rejection of the qualification as none conforming.

Qualification
for
HIDALGO COUNTY-
"CONST RUCTION MATERIALS TESTING SERVICES"
RFQ NO: 2010-014-01-13-YZV

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Location: 2802 S. Business Hwy. 281
Postal/ Mailing: 2812 S. Business Hwy. 281
New Administration Building
Edinburg, Texas 78539

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

Proposer acknowledges receipt of all of the pages of the documents referenced in the Request for Qualification Checklist presented in connection with this procurement. Proposer understands that Hidalgo County reserves the right to reject any or all qualifications and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best qualification.

Proposer agrees that this qualification shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving qualifications, as contained in the Requirements.

Respectfully submitted,

Firm:

Address:

By:

Printed Name:

Title:

EXHIBIT A

REQUIREMENTS

HIDALGO COUNTY

(INCLUDING ALL FUNDING SOURCES, PROGRAMS, AND ENTITIES)

REQUEST FOR QUALIFICATIONS

“CONSTRUCTION MATERIALS TESTING SERVICES”

2010-014-01-13-YZV

The County of Hidalgo will be accepting Statements of Qualifications from qualified State of Texas Professional Independent Testing Laboratories in order to establish a pre-qualified pool of Independent Testing Laboratories on an "As Needed Basis" per project by all County Departments and/or applicable Programs requiring said services as set forth in the requirements. Upon approval and acceptance by Hidalgo County Commissioners' Court, the term of the pre-qualified pool of Independent Testing Laboratories will be for a period starting February 9, 2010 and ending February 9, 2011. The Hidalgo County Purchasing Department will receive sealed envelopes containing Statements of Qualifications for the provision of "Hidalgo County-Construction Materials Testing Services" (including all funding sources, Programs, and Entities)-Request For Qualifications" as specified herein. Statements of Qualifications will be accepted until 9:30 A.M., Wednesday, January 13, 2010. **ANY RFQ RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.**

Deliver Submittal to:
RFQ Number: 2010-014-01-13-YZV

US Postal Mail Address:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2812 S. Business Hwy 281
Edinburg, Texas 78539

Physical Address:

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

The Submittal Envelope Must Show The RFQ Number, Name And Opening Date.

The following outlines the Request For Qualifications:

SECTION I - GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION: Hidalgo County is requesting that statements of qualifications be routed to Martha L. Salazar, CPPB, Purchasing Agent, at:

US Postal Mail Address:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2812 S. Business Hwy 281
Edinburg, Texas 78539

Physical Address:

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

WRITTEN QUESTIONS WILL BE ACCEPTED via facsimile to (956)318-2629 or via e-mail to yolanda.velasquez@co.hidalgo.tx.us NO LATER THAN Monday, January 04, 2010 at 5:00 P.M. at (956) 318-2629. Responses will be sent to all applicants via facsimile by Wednesday, January 06, 2010. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

DISCLOSURE OF CONFLICT OF INTEREST:

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant of 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 of business relationship that might cause a conflict of interest with

the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contract or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encourage to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please submit complete CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Clossner, Edinburg, TX 78539-Hidalgo County Courthouse. **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

PROPOSER'S AFFIDAVIT:

Respondents to this RFQ must submit a signed Proposer's Affidavit (attached herein in Exhibit E) certifying that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit, (2) that the Respondent does not have a Conflict of Interest as described in the Proposer's Affidavit, or that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

NON-DISCRIMINATION:

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

PROCESSING TIME FOR PAYMENT:

Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF RFQ's:

Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY:

Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the vendor's ability.

SUBMITTER DEFAULT:

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

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:

It is the responsibility of the submitter to review the Request for Qualifications (RFQ) packet and to notify the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the requirements or request for qualifications procedures must be received in the Purchasing Department not less than seventy-two hours prior to the time set for the opening. These criteria also apply to requirements that are ambiguous.

RFQ DELIVERY:

Hidalgo County requires submitters, when hand delivering statements of qualifications, to have a Purchasing Department representative time/date stamp and initial the envelope when dropping RFQ off.

SIGNING OF QUALIFICATIONS:

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

WAIVING OF INFORMALITIES:

Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

SUBCONTRACTING:

The successful submitter may not subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

TERM OF POOL:

The pool term is for a period of one (1) year, or upon completion of project(s) unless project specific for more than one (1) year.

DAVIS BACON ACT:

All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing project specifications.

SECTION II - RFQ REQUIREMENTS

REQUEST FOR QUALIFICATIONS:

The required contents and limitations for the preparation of the RFQ are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFQ. A total of **one (1) original and seven (7) copies** of the RFQ and two (2) CDs in PDF Format shall be submitted to the address on the cover letter.

UNDERSTANDING OF THE PROJECT:

This section should demonstrate the submitter's understanding of the project needs, the work required, and any local issues or concerns. This description should be concise, candid, and limited to 3 pages in length.

FIRM QUALIFICATIONS:

The County of Hidalgo is seeking to contract with a competent independent material testing laboratory, registered and licensed to practice in the State of Texas that has had experience in, but not limited to, the following areas:

- Roadway Material Production and Construction Inspection Testing
- Inspection of Hot Mix and Concrete Plants
- Drilling and Logging of Soil Borings
- Acquisition and Testing of Samples of Existing Soils for the Planning, Design and Construction of Transporting Facilities
- Roadway Construction Project located in Hidalgo County
- TxDOT Certification

Additionally, this section should include a description of the firm's project personnel and their most recent similar projects. **A list of ongoing projects similar in scope under TxDOT procurement basis shall be included in an appendix.** For each project, a client contract name and phone number should be included for reference purposes. Additionally, the names of the personnel proposed for this project who participated in the listed projects should be provided. This project list is limited to five (5) pages.

PERSONNEL AND STAFFING:

The firm should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for each biographic summary provided.

REQUIRED CERTIFICATIONS AND SUBMITTAL:

This section will contain any licenses and certifications as required by HIDALGO COUNTY, the STATE OF TEXAS, TxDOT, etc. The independent Testing Laboratories should add copies of their Professional Liability Insurance.

SCOPE OF SERVICES:

The construction materials testing services contract will encompass all project-related testing services to the County of Hidalgo including, but not limited to, the following:

Hidalgo County is inviting qualifications from qualified Independent Testing Laboratories to provide construction materials testing services for the "Projects". **Name additional testing services that are sublet to other consulting firms.**

Minimum Qualifications for Independent Testing Laboratories include, but may not be limited to the following:

- a. Ability to perform Geotechnical Testing/ Investigation/ Drilling
- b. Ability to perform Environmental Services
- c. Ability to perform Soil Density Testing
- d. Ability to perform Surveying and Sampling Soils
- e. Ability to perform Materials Testing (Asphaltic and Concrete)
- f. Ability to perform Material Testing and Laboratory Analysis
- g. Ability to perform Hot Mix Plant Inspections and Testing
- h. Ability to perform Transportation Foundation Studies
- i. Ability to perform Building Foundation Studies
- j. Ability to perform Professional Liability Insurance for \$1 Million Dollars without limiting liability to Professional Fees
- k. Average response time from your office to the job site

PARTICIPATING FIRMS ARE NOT TO PROVIDE A FEE PROPOSAL WITH THIS SUBMITTAL:

The fee will be negotiated in accordance with the Professional Services Procurement Act, Tex. Govt. Code Ann. 2254.001, et seq. Once selected, proposer is to provide a fee proposal for the following scope of work.

NUMBER OF COPIES TO BE SUBMITTED: Hidalgo County requires **one (1) original submittal, seven (7) copies and two (2) CD'S in PDF Format.**

PART III - SELECTION / EVALUATION

SELECTION/EVALUATION PROCESS:

The evaluation system consists of a 100-point system. The firms will be ranked after evaluation on a per project basis upon approval of roster by Hidalgo County Commissioner's Court. Categories under the 100-point system include response to RFQ. RFQ submittal evaluation will be based on the criteria outlined below, and will be scored on the scales shown on the enclosed "RFQ Evaluation Form."

1. STAFFING OF PROJECT TEAM

The firms should provide information on their proposed professional team members, i.e. applicable certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract. The professional team members shall have experience in performing similar contracts for counties, cities, drainage/irrigation districts, TX DOT or other clients as stated in the Request For Qualifications (RFQ). Similar experience gained through other clients should be substantiated by reference. A list of, and scope of, the various projects, for comparative purposes, shall be included in an appendix. **Indicate the number of engineers on your staff. A list of ongoing project similar in scope under TxDot procurement basis shall be included in an appendix.**

2. EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES

The provider shall designate experienced independent testing laboratory staff to completely and efficiently perform the work. The designated individuals (Project Manager and Key Personnel) may not be replaced during the project unless approved by the County. The proposal shall identify the project team composition, project leadership, reporting responsibilities and address how sub providers, if any, will fit into the management structure. Resumes of the key technical staff members, limited to two (2) pages per person must be included in an appendix, as well as narrative descriptions of projects proposed as similar work experience. Also, in this selection, outline the firm's contingency plans for servicing the project in the event that one or more key personnel are not available for any reason during the period of performance.

3. METHODOLOGY

The RFQ should provide a description of the firm's approach to the methodology and management to the scope of services for the project.

- Knowledge, experience, and the equipment to provide the anticipated services
- Management Plan for the anticipated services that will be highly responsive to the needs and interests of the County.

4. UNDERSTANDING OF PROJECT/SIMILAR PROJECTS

The proposal shall include the following:

- * demonstrate an understanding of the scope of services
- * address appropriate Federal/State/Local regulations and policies
- * identify information to be gathered or obtained

The firms should provide as much background information as to it's experience in providing similar services to State, City, County or any other governmental agencies. Reference information should be as current as possible, especially contact persons and telephone numbers.

5. FAMILIARITY WITH APPLICABLE RULES AND REGULATIONS

The RFQ should indicate through past experience of the proposed Team that they possess sufficient knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies (as required)

STATEMENT OF QUALIFICATIONS GRADING AND RANKING:

Once a Project has been identified and it is determined that Construction Materials Testing Services are required, approval to seek engagement for professional services is sought from Hidalgo County Commissioners Court. The following protocol and procedures are utilized;

1. Hidalgo County Commissioners' Court and/or the User Department in need of Construction Materials Testing Services will nominate (at the minimum) three (3) firms from Hidalgo County's approved pool of firms;
2. Hidalgo County Commissioners' Court and/or an Evaluation Committee (selected and/or designated by County Commissioner's Court) will review, score, and evaluate the proposals received in response to this Hidalgo County Request for Proposals;
3. A grid of the scores will be presented to Commissioners' Court for the purpose of ranking and approval for the Purchasing Department to enter into negotiations with the number one (1) ranked firm;

NEGOTIATION PROCESS:

Negotiations will commence with Commissioners' Court approved number one ranked firm;

1. Firms will be asked to submit (as part of those negotiations) Attachment "A" including fees;
2. The negotiated contract including best and final offer with the successful firm will be presented to Commissioners' Court (including compliance with all requirements as well as insurances) for consideration and final approval.
3. If negotiations with the number one (1) ranked firm fail, the Purchasing Department will recommend to Commissioners' Court that negotiations cease with the number one (1) ranked firm and commence to negotiate with the next highest ranked firm;

RFQ SUBMITTED TO: One (1) original, seven (7) copies, and two (2) CD's in PDF Format of RFQs should be submitted to:

US Postal Mail Address:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2812 S. Business Hwy 281
Edinburg, Texas 78539

Physical Address:

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

RFQs must be submitted by **no later than 9:30 a.m. on Wednesday, January 13, 2010.** All costs and expenses associated with the preparation and submission of (rfq's, bids, proposals and/or quotes) shall be the responsibility of the participant and no reimbursement for such charges or expenses shall be passed onto Hidalgo County.

EXHIBIT B

EVALUATION CRITERIA

**HIDALGO COUNTY
REQUEST FOR QUALIFICATIONS**

**“CONSTRUCTION MATERIALS TESTING
SERVICES”**

2010-014-01-13-YZV

EVALUATION CRITERIA

Exhibit "B"

Hidalgo County – "Construction Material Testing Services"

RFQ No 2010-014-01-13-YZV

The respondent's RFQ will be evaluated based on the criteria presented below. These criteria will be scored on the scales shown on the enclosed "RFQ Evaluation Form."

1. STAFFING OF PROJECT TEAM (25)

The firms should provide information on their proposed professional team members, i.e. applicable certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract. The professional team members shall have experience in performing similar contracts for counties, cities, drainage/irrigation districts, TX DOT or other clients as stated in the Request For Qualifications (RFQ). Similar experience gained through other clients should be substantiated by reference. A list of, and scope of, the various projects, for comparative purposes, shall be included in an appendix.

2. EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES (20)

The provider shall designate experienced engineering staff to completely and efficiently perform the work. The designated individuals may not be replaced during the project unless approved by the County. The proposal shall identify the project team composition, project leadership, reporting responsibilities and address how sub-providers, if any, will fit into the management structure. Résumés of the key technical staff members, limited to two (2) pages per person, must be included in an appendix, as well as narrative descriptions of projects proposed as similar work experience. Also, in this section, outline the firm's contingency plans for servicing the project in the event that one or more key personnel are not available for any reason during the period of performance.

3. METHODOLOGY (20)

The RFQ should provide a description of the firm's approach to the methodology and management to the scope of services for the project.

- Knowledge, experience, and the equipment to provide the anticipated services
- Management Plan for the anticipated services that will be highly responsive to the needs and interests of the County.

4. UNDERSTANDING OF PROJECT/SIMILAR PROJECTS (25)

The proposal shall include the following:

- * demonstrate an understanding of the scope of services
- * address appropriate Federal/State/Local regulations and policies
- * identify information to be gathered or obtained

The firms should provide as much background information as to its experience in providing similar services to State, City, County or any other governmental agencies. Reference information should be as current as possible, especially contact persons and telephone numbers.

5. FAMILIARITY WITH APPLICABLE RULES AND REGULATIONS (10)

The RFQ should indicate through past experience of the proposed Team that they possess sufficient knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies (as required)

EXHIBIT "B"
RFQ EVALUATION FORM – RFQ No.2010-014-01-13-YZV
HIDALGO COUNTY-"CONSTRUCTION MATERIALS TESTING SERVICES"

Selection Criteria	Points	Score
1. Staffing of Project Team (25)		
➤ Provide information on their proposed professional team members	10	
➤ Experience in performing similar contracts for counties, cities, drainage/irrigation districts, TXDOT etc.	10	
➤ A list of various projects for comparative purposes	5	
Comments/Rationale for points:	TOTAL:	
2. Experience of Project Team/Ability to Commit Resources (20)		
➤ Designate experienced engineering staff to efficiently perform the work.	10	
➤ Identify the project team composition, project leadership, reporting responsibilities etc.	10	
Comments/Rationale for points:	TOTAL:	
3. Methodology (20)		
➤ Knowledge, experience, and the equipment to provide the anticipated services	10	
➤ Management Plan for the anticipated services that will be highly responsive to the needs and interests of the County	10	
Comments/Rationale for points:	TOTAL:	
4. Understanding of Project/Similar Projects (25)		
➤ Demonstrate an understanding of the scope of services	10	
➤ Address appropriate Federal/State/Local regulations and policies	5	
➤ Identify information to be gathered or obtained	10	
Comments/Rationale for points:	TOTAL:	
5. Familiarity with Applicable Rules and Regulations (10)		
➤ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	10	
Comments/Rationale for points:	TOTAL:	
TOTAL SCORE:		

Provider: _____

Evaluator: _____ Date: _____

EXHIBIT "C"

Insurance Requirements Professional Services (i.e...Engineers, Architects, Appraisers & Surveyors)

The proposer awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the proposer 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. Professional liability insurance policy with limits of at least One Million Dollars (\$1,000,000) per occurrence, or limited to claims made, include at least a five (5) year extended reporting period.
2. A Five Hundred Thousand Dollars (\$500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.
3. 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 Dollars (\$500,000.00) arising out of the services provided to County hereunder.
4. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;
5. 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 naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

ACORD

PRODUCER

CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

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, PROVISIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

LINE	COVERAGE	DATE (MM/DD/YY)	DATE (MM/DD/YY)	AMOUNT
A	GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY PRODUCTS AND COMPLETED OPERATIONS WAREHOUSE AND STORAGE NON-OWNED AUTOMOBILE LIABILITY SOME AGGREGATE LIMITS MAY BE REDUCED BY PAID CLAIMS			
B	AUTOMOBILE LIABILITY OWNED NON-OWNED HIRE AND LEASE MEDICAL PAYMENTS UNEMPLOYMENT BENEFITS RENTAL CAR			
C	GARAGE LIABILITY ANY AUTO			
D	EXCESS LIABILITY EXCESS COMMERCIAL GENERAL LIABILITY EXCESS AUTOMOBILE LIABILITY ATTENTION: EXCESS COVERAGE			
E	WORKERS COMPENSATION AND EMPLOYER'S LIABILITY			
	OTHER			

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

CERTIFICATE HOLDER

Hidalgo County
Attn: Purchasing Department
2812 S Highway Bus. 281
Edinburg, Texas 78539

ADDITIONAL INSURED - INSURER LETTER

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE INSURING INSURER WILL FURNISH TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE EFFECT THAT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY ON ANY AND FROM THE INSURER, ITS AGENTS OR REPRESENTATIVES.
AUTHORIZED REPRESENTATIVE

CANCELLATION

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 award of project 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 award of project by the Hidalgo County Commissioners' Court; currently carry the following

Professional Liability (Errors & Omissions): \$ _____

Automobile Liability: \$ _____ General Liability: \$ _____

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

Authorized Representative

Date

Notice to Proposer:

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 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 award to be rescinded and re-awarded to next qualified vendor. 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 YOUR 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 project, 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 packet in order to expedite the evaluation process. Failure to provide said documentation will result in the disqualification of your proposal/qualification.

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

Adopted 06/29/2007

PROPOSER'S AFFIDAVIT
Exhibit "E"

PROPOSER'S AFFIDAVIT OF NON-COLLUSION NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING

STATE OF TEXAS
COUNTY OF HIDALGO

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

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

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

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

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

Signature/Title: _____

Subscribed and sworn to before me this _____ day of _____, 20____.

Notary Public

My commission expires: _____, 20____.

**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

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

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

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

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

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

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

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

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

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): ☐ Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: () _____
Subcontract Amount: \$ _____ Description of Work to be Performed: _____

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): ☐ Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: () _____
Subcontract Amount: \$ _____ Description of Work to be Performed: _____

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): ☐ Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: () _____
Subcontract Amount: \$ _____ Description of Work to be Performed: _____

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/
Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶

☐ Exempt from backup
withholding

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number								
or								
Employer identification number								

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign
Here

Signature of
U.S. person ▶

Date ▶

Purpose of Form

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

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

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

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

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

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

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

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

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

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

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

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

Nonresident alien who becomes a resident alien.

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

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

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

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

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

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

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

Payments you receive will be subject to backup withholding if:

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

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

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

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

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

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

Penalties

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

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

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

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

Specific Instructions

Name

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

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

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

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

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

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

Exempt From Backup Withholding

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

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

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

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

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

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

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

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

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

Part I. Taxpayer Identification Number (TIN)

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

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

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

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

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

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

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

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

Part II. Certification

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

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

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

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

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

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

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

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

What Name and Number To Give the Requester

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

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

² Circle the minor's name and furnish the minor's SSN.

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

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

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

Privacy Act Notice

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

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

**Certification
Regarding Debarment, 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.

Attachment "A"

ENGINEERING LABORATORIES

SCHEDULE OF SERVICES AND RELATED FEES AND LABORATORY TESTING UNIT PRICE SCHEDULE

*****TO BE USED POST RANKING BY COMMISSIONERS COURT ONLY*****
refer back to requirements page 7, negotiations process

NO.	DESCRIPTION	UNIT COST
PERSONNEL RATES		
01	Soils and Aggregate Technician	\$ _____ / Hour
02	Surveying and Sampling Soils for Highways	\$ _____ / Hour
03	Soils Technician- Density Testing, Radiation Safety Certified	\$ _____ / Hour
04	HMA Level 1-A Certified Technician	\$ _____ / Hour
05	HMA Level 1-B Certified Technician	\$ _____ / Hour
06	ACI Certified Field Grade I Technician A. Includes necessary concrete slump cone, rod, air meter, thermometer	\$ _____ / Hour
07	ACI Certified Field Grade II Technician	\$ _____ / Hour
08	Geotechnical Engineer, P.E.	\$ _____ / Hour
09	Geotechnical Engineer, E.I.T.	\$ _____ / Hour
10	Secretarial, Report Preparation and Reporting	\$ _____ / Hour
11	Logger (In Conjunction with Engineer)	\$ _____ / Hour
TRAVEL EXPENSE		
12	Vehicle Fee Mileage (Applicable for all Trips)	\$ _____ / Mile
13	Mobilization for Truck Mounted Rig, Drill Crew & Support	\$ _____ / Mile
14	Mobilization non standard equipment (4x4 All Terrain Rig)	Cost + _____ %
15	Barge Mobilization and Rental	Cost + _____ %
GEOTECHNICAL DRILLING AND ENGINEERING SERVICES		
16	Borings in Soil	\$ _____ / Foot
17	Borings in Soft Rock	\$ _____ / Foot
18	Rock Coring	\$ _____ / Foot
19	Standby Time (Drill Rig and Crew)	\$ _____ / Foot
20	Grout/ Bentonite Backfill	\$ _____ / Foot
21	Dozer/ Clearing Cost	Cost + _____ %
22	Concrete/Asphalt Patch	\$ _____
23	Traffic Control/ Signs, Barricades, etc.	Cost + _____ %
24	All Other Outside Expenses	Cost + _____ %

NO.	DESCRIPTION	UNIT COST
EQUIPMENT EXPENSE		
25	Laptop Computer Rental (w/ Printer)	\$ _____ /Day
26	Laptop Computer Rental (w/ Printer)	\$ _____ /Wk
27	Laptop Computer Rental (w/ Printer)	\$ _____ /Mo.
28	Concrete Beam Breaker	\$ _____ /Day
29	Concrete Beam Breaker	\$ _____ /Wk
30	Concrete Beam Breaker	\$ _____ /Mo.
31	Vacuum Extractor	\$ _____ /Mo
32	Asphalt Thermometer (Provided w/ Technician)	NC
33	Miscellaneous Expenses	Cost + _____ %
TEX METHOD	TEST DESCRIPTION	UNIT COST
SOILS SECTION		
Tex-100-E	Surveying and Sampling Soils for Highways	\$ _____ Hr
Tex-103-E	Determination of Moisture Content is Soil Material	\$ _____ Ea
Tex-104-E	Determination of Liquid Limit of Soils	\$ _____ Ea
Tex-105-E	Determination of Plastic Limit of Soils	\$ _____ Ea
Tex-106-E	Methods of Calculating the Plasticity Index of Soils w/ 104-E and 105-E	\$ _____ Ea
Tex-107-E	Determination of Bar Linear Shrinkage of Soils	\$ _____ Ea
Tex-108-E	Determination of Specific Gravity of Soils	\$ _____ Ea
Tex-110-E	Part I Sieves thru 40	\$ _____ Ea
	Part II Sieves thru 200	\$ _____ Ea
	Additional Sieves	\$ _____ Ea
Tex-111-E	Minus 200 Sieve Analysis	\$ _____ Ea
Tex-113-E	Laboratory Compaction Characteristics and Moisture Density Relationship of Base Materials and Cohesionless Sand	\$ _____ Ea
Tex-116-E	Ball Mill Method for Determination of the Disintegration of Flexible Base Material	\$ _____ Ea
Tex-117-E	Triaxial Compressive Test for Disturbed Soils and Base materials (Part I Standard Method)	\$ _____ Ea
	Disturbed Soils and Base Materials (Part II)	\$ _____ Ea
Tex-118-E	Triaxial Compression Test for Undisturbed Samples	\$ _____ Ea
Tex-128-E	Determination of Soil pH	\$ _____ Ea
Tex-129-E	Method of Test for the Resistivity of Soils Material	\$ _____ Ea
HOT MIX SECTION		
Tex-200-F	Sieve Analysis of Fine and Coarse Aggregates (Dry)	\$ _____ Ea
	Sieve Analysis of Fine and Coarse Aggregates (Wet)	\$ _____ Ea
Tex-201-F	Bulk Specific Gravity and Water Absorption of Aggregate	\$ _____ Ea
Tex-202-F	Apparent Specific Gravity of material Finer than 180m (No. 80) Sieve	\$ _____ Ea
Tex-203-F	Sand Equivalent Test	\$ _____ Ea
Tex-205-F	Laboratory Method of Mixing Bituminous Mixtures	\$ _____ Ea

TEX METHOD	TEST DESCRIPTION	UNIT COST
Tex-206-F	Method of Compacting Test Specimens of Bituminous Mixtures	\$ _____ Set
Tex-207-F	Determination of Density of Compacted Bituminous Mixtures	\$ _____ Ea
Tex-208-F	Test for Stabilometer Value of Bituminous Mixtures	\$ _____ Set
Tex-210-F	Determination of Asphalt Content of Bituminous Mixtures by Extraction	\$ _____ Ea
Tex-212-F	Determination of Moisture Content of Bituminous Mixtures Part II	\$ _____ Ea
Tex-217-F	Determination of Deleterious Material and Decantation Test for Coarse Aggregate	\$ _____ Ea
		\$ _____ Ea
Tex-224-F	Determination of Falkiness index	\$ _____ Ea
Tex-227-F	Theoretical Maximum Specific Gravity of Bituminous Mixtures	\$ _____ Ea
CONCRETE SECTION		
Tex-401-A	Sieve Analysis of Fine and Coarse Aggregate (Dry)	\$ _____ Ea
	Sieve Analysis of Fine and Coarse Aggregate (Wet)	\$ _____ Ea
Tex-402-A	Fineness Modulus of Fine Aggregate (In Conjunction with 401-A)	\$ _____ Ea
Tex-403-A	Saturated Surface Dry Specific Gravity and Absorption of Aggregates	\$ _____ Ea
Tex-404-A	Determination of Unit Mass (Weight) of Aggregates	\$ _____ Ea
Tex-405-A	Determination of Percent Solids and Voids in Concrete Aggregate	\$ _____ Ea
Tex-406-A	Material Finer than 75um (No. 200) Sieve in Mineral Aggregates (Decantation Test for Concrete Aggregates)	\$ _____ Ea
Tex-407-A	Method For Sampling Freshly Mixed Concrete (included in hourly technician rate)	\$ _____ Ea
Tex-408-A	Organic Impurities in Fine Aggregate for Concrete	\$ _____ Ea
Tex-409-A	Free Moisture and Water Absorption in Aggregate for Concrete	\$ _____ Ea
Tex-413-A	Determination of Deleterious Materials in Mineral Aggregate	\$ _____ Ea
Tex-415-A	Slump of Portland Cement Concrete (Included in hourly technician rate)	N/C
Tex-416-A	Air Content of Freshly Mixed Concrete by the Pressure Method (Included in hourly technician rate)	N/C
Tex-420-A	Flexural Strength of Concrete (Using Simple Beam Center Point Loading)	\$ _____ Ea
Tex-447-A	Making and Curing Concrete Test Specimens (Technician time to make cylinders will be charged at approved hourly rates)	\$ _____ Ea
Tex-448-A	Flexural Strength of Concrete (Using Sample Beam Third Point Loading)	\$ _____ Ea
Tex-460-A	Determination of Crushed Face Particle Count	\$ _____ Ea

TEX METHOD	TEST DESCRIPTION	UNIT COST
ASPHALT SECTION		
Tex-530-C	Effect of Water on Bituminous Paving Mixtures	\$_____Ea
Tex-531-C	Prediction of Moisture Induced Damage to Bituminous Paving Materials Using Molded Specimens	\$_____Ea
OTHER SECTION	Insert any other services provided and unit price category (i.e. Each, Set, Hour, Etc.)	

EXHIBIT A

-Scope of Services to be
Provided by the County

EXHIBIT “A”

Services to be Provided by County

The following provides an outline of the services to be provided by the Owner in the development of Projects (as defined and more particularly identified in Exhibit “A” attached to this Agreement).

General:

The Owner will provide to the Laboratory the following:

- 1) Provide the authorization to proceed with services through coordination with the project consulting and design Laboratory.
- 2) Payment for work performed by the Laboratory and accepted by the Owner in accordance with Article 3 of this Agreement.
- 3) Assistance to the Laboratory, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies the Laboratory cannot easily obtain.
- 4) Provide any available relevant data the Owner may have on file concerning the projects.
- 5) Provide timely review and decisions in response to the Laboratory's request for information and/or required submittals and deliverables, in order for the Laboratory to maintain the agreed upon work schedule prepared in accordance with Exhibit “A” attached to this Agreement.
- 6) Attend and participate in progress meetings as required and as coordinated and conducted by Laboratory.
- 7) Provide the authorization to proceed with services on project by project basis through consulting design and construction Laboratory.

EXHIBIT B

-Scope of Services to be
Provided by the Laboratory

EXHIBIT "B"
SCOPE OF SERVICES
TO BE PROVIDED BY THE ENGINEER

The services to be provided by the ENGINEER in providing geotechnical engineering services, construction materials testing services, construction inspection services and environmental services for Hidalgo County Projects is as follows:

A. Preliminary Phase:

- (1) Attend preliminary conferences with the OWNER and, if requested, with the funding agency and other government agencies or interested parties regarding the Project.
- (2) Provide for the necessary geotechnical investigation and testing necessary to develop the design.
- (3) Provide environmental studies as may be necessary to complete a project.
- (4) Provide assistance to the OWNER in providing material requirements and specifications for design, construction and maintenance projects.
- (5) Provide assistance to the OWNER in providing pavement design recommendations for the design, construction and maintenance projects.
- (6) Provide assistance to the OWNER in providing pavement rehabilitation recommendations for the design, construction and maintenance projects.
- (7) Provide assistance to the OWNER in providing pavement condition studies.

B. Design Phase:

- (1) Attend the OWNER'S and respective Party's meeting as requested for the purpose of explaining geotechnical investigation report recommendations and preliminary testing results and their impact to proposed design activities.
- (2) Perform any additional geotechnical investigations, testing and environmental studies necessary to collect information required in the design of the Project.
- (3) Provide assistance to the OWNER in providing material requirements and specification for design, construction and maintenance projects.
- (4) Provide assistance to the OWNER in providing pavement design recommendations for the design, construction and maintenance projects.
- (5) Provide assistance to the OWNER in providing pavement rehabilitation recommendations for the design, construction and maintenance projects.
- (6) Provide assistance to the OWNER in providing pavement condition studies.
- (7) Furnish the OWNER all necessary reports for preliminary design, design, construction and maintenance projects.

C. Construction/Maintenance Phase:

- (1) Attend the OWNER'S and respective Party's pre-construction and construction meetings as requested for the purpose of explaining geotechnical investigation report recommendations and preliminary testing results and their impact to proposed construction activities and establish coordination and lines of communication for proposed construction materials testing during construction activities..
- (2) Consult and advise with the OWNER during construction.
- (3) Provide construction materials testing for construction and maintenance projects as required by the project plans and specifications and/or specified by the project design engineer.
- (4) Review all material designs as requested by the OWNER and/or project design engineer.
- (5) Furnish the OWNER all necessary reports for construction and maintenance projects.
- (6) Provide construction inspection services as requested by the OWNER on construction and maintenance projects

EXHIBIT C

-Laboratory's Contract Rates

EXHIBIT "C"
ENGINEER'S CONTRACT FEE SCHEDULE

For the services to be provided by the ENGINEER the charge will be on the basis of the units and unit fee rates established in this schedule of tests, staff personnel services and additional services. The overtime premium, required by the Fair Labor Standards Act for nonexempt classifications, will be charged for overtime hours worked because of the County's requirements and its authorization. However, except for the overtime premium, the maximum charges shall not exceed the rates shown in this schedule.

Soils and Aggregate Section

Material Preparation Time	\$40.00/hr
Atterberg Limits (ASTM or TxDOT).....	59.00/ea
Sieve Analysis	
Dry through No. 40 (4 sieves).....	50.00/ea
Additional Sieves.....	12.00/ea
Percent Passing No. 200 Sieve.....	42.00/ea
Moisture Density Relationship	
ASTM D 698 (Standard Proctor).....	175.00/ea
ASTM D 1557 (Modified Proctor).....	185.00/ea
Tex 113-E (TxDOT Proctor).....	185.00/ea
Nuclear Density Test (In conjunction with Inspection)	
ASTM D 2950 or Tex 115-E, Part II.....	22.00/ea
Depth Test	6.00/ea
Wet Ball Mill (Tex 116-E)	175.00/ea
Determination of Optimum Lime Content	
PI Method - (Max. 3 points)	275.00/ea
Tex 121-E - (Max. 3 points)	275.00/ea
PH Method - (Max. 3 points)	275.00/ea
Additional Points	75.00/ea
California Bearing Ratio (includes M/D Relationship & 3 specimens)...	600.00/ea
Additional Specimens	150.00/ea
Moisture Content of Aggregates and Base(Small).....	8.00/ea
Moisture Content of Aggregates and Base(Large).....	35.00/ea
Linear Shrinkage (Tex 107-E)	65.00/ea
pH (TxDOT Tex 128-E).....	70.00/ea
Resistivity of Soils (Tex 129-E)	85.00/ea
Specific Gravity	75.00/ea
Unit Weight (Loose or Dry)	45.00/ea
Soundness (5-cycle Magnesium)	425.00/ea

Bituminous Section

Material Preparation Time	\$43.00/hr
Sieve Analysis for Fine and Coarse Aggregate (Tex 200-F or ASTM)	
Dry (4 sieves).....	50.00/ea
Additional Sieves.....	12.00/ea
Sand Equivalent (ASTM D 2419 or Tex 203-F)	55.00/ea
Extraction of Bituminous Mixture, Percent Asphalt & Gradation.....	225.00/ea
Asphalt Cores (up to 3 inch depth and 4 inch dia.)(Min. 3 ea).....	55.00/ea
Additional Depth & Dia. (By Circumference Area)	.50/sq. in.
Thickness of Cores	15.00/ea
Theoretical Maximum Specific Gravity of Mixtures (Tex 227-F)	55.00/ea
Lab Density (Tex 207-F)(Lab Density).....	60.00/ea
Effect of Water on Bituminous Paving Mixtures (Tex 530-C)	75.00/ea
Hveem Stability	105.00/ea
Coring Rig	75.00/day
Asphaltic Concrete Design and Other Services	By Quote
Percent Passing No. 200 Sieve.....	42.00

Concrete Section

Material Preparation Time	\$43.00/hr
Slump Test (In conjunction with Inspection)	
ASTM C 143 or Tex 415-A.....	18.00/ea
Air Content of Fresh Concrete (In conjunction with Inspection)	
Pressure (416-A)	20.00/ea
Volumetric (414-A)	35.00/ea
Castling of Concrete Cylinders (In conjunction with Inspection).....	10.00/ea
Concrete Cylinder Compressive Strength Test.....	16.00/ea
Strip & Hold Cylinder (In conjunction with pickup).....	10.00/ea
Concrete Beam Flexure Strength Test	
6x6x22 (Minimum of 2) (Delivered to Lab).....	30.00/ea
Strip & Hold Beam (In conjunction with pickup).....	10.00/ea
Concrete Cores By Circumference Area (Min. 100 sq. in.).....	2.00/sq. in.
Sawing of Concrete Cylinders or Cores per end per specimen	25.00/ea
Thickness of Cores	15.00/ea
Coring Rig	75.00/day
Portland Cement Concrete Design or other services	By Quote

Masonry Section

Material Preparation Time.....	\$43.00/hr
Grout Prism (Compression).....	20.00
Mortar Prism (Compression).....	20.00

Soil Exploration and Geotechnical Services**Drilled Borings**

In Soil, 0 – 50 feet	\$18.00/LF
In Soil, 50 – 100 feet	20.50/LF
In Rock	By Quote
Non-Conventional Drilling.....	By Quote

Standard Penetration Test (in addition to drilling & sampling)	10.00/ea
Texas Cone Penetration Test (in addition to drilling & sampling)	20.00/ea
Shelby Tube Sampling	20.00/ea
Mobilization and Demobilization (In Rio Grande Valley).....	300.00/ea site
Mobilization and Demobilization (Outside the Rio Grande Valley).....	3.50/mile
Mobilization of Non-Conventional Drilling Equipment	By Quote
Trip Charge For Logger	0.60/mile
Standby Time, Rig plus 2 man crew.....	200.00/hr
Monitor Well Installation.....	By Quote
Technician To Log Soil Test Boring.....	48.00/hr
Field Coordination	
Field Engineer	115.00/hr
Utility Clearance	65.00/hr
Flagman	40.00/hr
Per Diem (If required)	Cost + 15%
Unconfined Compression.....	40.00/ea
Molsture Content (Small).....	8.00/ea
Grout Backfill	4.00/LF
Dozer/Clearing	Cost + 15%
Asphalt Pavement Coring	100.00/ea
Concrete/Asphalt Patch	75.00/ea

Technician Services

Engineering Technician Time (Min. 2 Hrs).....	\$40.00/hr
Soil and Aggregate Sampling, Density Testing, Etc.	
Concrete or Asphalt Engineering Technician Time (Min. 2 Hrs).....	43.00/hr
Site Testing on Concrete Pours, Asphalt Field Placement, Etc.	
Senior Engineering Technician Time (Min. 2 Hrs).....	48.00/hr
Plant Inspection, Reinforcing Steel Inspection, Etc.	
Construction Inspection Engineering Technician Time (Min. 2 Hrs)....	48.00/hr
Plant Inspection, Reinforcing Steel Inspection, Etc.	
Engineering Specialist Time (Min. 2 Hrs).....	65.00/hr
Pier Inspection, Pile Load Inspections, etc.	
Certified Welding Inspector (Min. 4 Hrs).....	85.00/hr

Other Services

Vehicle Trip Charge (within 25 miles of lab office, Edinburg, TX).....	\$35.00/trip
Vehicle Trip Charge (beyond 25 miles of lab office).....	0.60/mile
Other Testing Not Specified (Option 1)	Cost + 15%
Other Testing Not Specified (Option 2)	48.00/hr
Other Services, Outside Services or Supplies	Cost + 15%
Test Reports.....	30.00/ea
Clerical/Administrative	40.00/hr
Fax	1.00/page
Photocopies	
8 1/2" x 11"	0.12/page
8 1/2" x 14"	0.15/page
11" x 17"	0.20/page
Microcomputers (PC)	5.00/hr

Professional Services

Principal Engineer.....	\$125.00/hr

Project Management and Coordination of Services Provided

Applied to each invoice of net services provided.....	\$65.00/hr

BASIC SERVICES AGREEMENT

MEG will charge overtime at the rate of 1.5 applicable for technicians for services performed before 7 AM and after 6 PM on Monday through Friday, after 8 continuous hours on the Client's project and on Saturday, Sunday and holidays.

Hours billed will be from our office at 705 Dawson Drive, Edinburg, Texas, port to port. Fractions of hours will be billed as whole hours. Technician hours will be billed a minimum of 2 hours.

Laboratory testing performed after normal work hours of 7 AM to 6 PM on Monday through Friday will be billed the test rate plus applicable overtime hourly charges.

Project management will be billed for report review, coordination and management of project personnel.

EXHIBIT D

-Work Authorization Form

EXHIBIT "D"
HIDALGO COUNTY
Professional Construction Material Testing Laboratory Services
Agreement #C-10-111-00-00
Work Authorization Form

WORK AUTHORIZATION NO. _____

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, _____ professional Laboratorys of _____ Texas, hereinafter called "**Laboratory**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Laboratory** to provide _____.

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

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

PART 2. ESTIMATED COST

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

PART 3. PAYMENT

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

PART 4. FUNDING

This Work Authorization No. ____ shall be funded through funding source:

Account No. _____

Requisition Number _____ (MUST BE INCLUDED AFTER CC APPROVAL)

PART 5. PERIOD OF SERVICE

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

PART 6. RESPONSIBILITIES AND OBLIGATIONS

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

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by Hidalgo County Precinct No.4, Commissioner, Oscar L. Garza, Jr., as to content and detail of this Work Authorization No. ____.

**HIDALGO COUNTY
COMMISSIONER PRECINCT No. 4:**

BY: _____

PART 8. ACCEPTANCE AND APPROVAL

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

THE LABORATORY:

By:

**THE OWNER:
HIDALGO COUNTY**

By: Rene A. Ramirez, County Judge

ATTEST:

by: Arturo Guajardo Jr., County Clerk

EXHIBIT E

-Supplemental Agreement Form

EXHIBIT "E"
Supplemental Agreement Form

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SUPPLEMENTAL AGREEMENT NO. _____
TO AGREEMENT FOR PROFESSIONAL CONSTRUCTION MATERIAL TESTING SERVICES

THIS SUPPLEMENTAL AGREEMENT is made pursuant to the terms and conditions of paragraph 5 of the Agreement made by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**", and _____, Professional Laboratory of, _____, Texas, hereinafter called the "**Laboratory**".

WITNESSETH

WHEREAS, the **Owner** and the **Laboratory** executed the **Agreement** on the _____ day of _____ **2010** concerning Laboratorying for _____ (hereinafter referred to as the "**Project**"); and,

WHEREAS, Paragraph _____ of the **Agreement**, (paragraph title), establishes _____; and,

WHEREAS, it has become necessary to amend the Agreement to _____

A. AGREEMENT

NOW THEREFORE, premises considered, the **Owner** and the **Laboratory** agree that said **Agreement** is amended as follows:

I. Paragraph _____ of the **Agreement**, (paragraph title), is revised to

All other provisions are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the Laboratory and the Owner have caused this Supplemental Agreement to the Agreement for Professional Services to be executed as of the _____ day of _____, 20__.

THE LABORATORY:

BY: _____

Address for Giving Notices:

**THE OWNER:
HIDALGO COUNTY**

BY: _____
Rene A. Ramirez, County Judge

LIST OF ATTACHMENTS

(as required)

EXHIBIT F

-Certificates of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/11/2010

PRODUCER Fax# Phone# 956-782-5566

Sergio Rodriguez
932-A W Nolana

Pharr, TX 78577

INSURED Fax# Phone#

Millennium Engineers Group, Inc.
705 Dawson Dr.

Edinburg, TX 78539

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: CNA

INSURER B:

INSURER C: The Hartford Insurance Company

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 INSUR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS			
A	GENERAL LIABILITY	B2066374566	11/22/09	11/22/10	EACH OCCURRENCE \$ 1,000,000			
	☒ COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000			
	☐ CLAIMS MADE ☒ OCCUR				MED EXP (Any one person) \$ 5,000			
					PERSONAL & ADV INJURY \$ 1,000,000			
					GENERAL AGGREGATE \$ 2,000,000			
					PRODUCTS - COMP/OP AGG \$ 2,000,000			
	GEN'L AGGREGATE LIMIT APPLIES PER:							
	☒ POLICY ☐ PRO-JECT ☐ LOC							
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident) \$			
	☐ ANY AUTO				BODILY INJURY (Per person) \$			
☐ ALL OWNED AUTOS				BODILY INJURY (Per accident) \$				
☐ SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$				
☐ HIRED AUTOS								
☐ NON-OWNED AUTOS								
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$			
	☐ ANY AUTO				OTHER THAN EA ACC AGG \$			
					AUTO ONLY: AGG \$			
	EXCESS / UMBRELLA LIABILITY				EACH OCCURRENCE \$			
	☐ OCCUR ☐ CLAIMS MADE				AGGREGATE \$			
					\$			
					\$			
					\$			
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				☒ WC STATUTORY LIMITS ☐ OTHER			
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)				Y/N	72-WEC GY1 880	10/16/09	10/16/10
If yes, describe under SPECIAL PROVISIONS below	Y	E.L. DISEASE - EA EMPLOYEE \$ 500,000						
OTHER		E.L. DISEASE - POLICY LIMIT \$ 500,000						

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

CERTIFICATE HOLDER Fax#

Phone#

CANCELLATION

HIDALGO COUNTY
2812 S. BUSINESS HWY 281
EDINBURG, TX 78539

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2009/01)

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/11/2010

PRODUCER

Robert R. Elizalde
State farm Insurance
5107 S Mccoll Rd.
Edinburg, TX 78539

THIS CERTIFICATION IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

MILLENNIUM ENGINEERS GROUP, INC.
PO BOX 4569
EDINBURG, TX 78540

INSURERS AFFORDING COVERAGE

NAIC

INSURER A: State Farm Mutual Automobile Insurance Company 25178

25178

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

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

INSR ADD'L LTR INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY				EACH OCCURRENCE \$
	COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	CLAIMS MADE ☐ OCCUR ☐				MED EXP (Any one person) \$
					PERSONAL & ADV INJURY \$
					GENERAL AGGREGATE \$
	GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG \$
	☐ POLICY ☐ PRO-JECT ☐ LOC				\$
A	AUTOMOBILE LIABILITY	159-6511	06/08/2010	06/09/2011	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	ANY AUTO				BODILY INJURY (Per person) \$
	ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	☒ SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
	HIRED AUTOS				
	NON-OWNED AUTOS				
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	ANY AUTO				OTHER THAN EA ACC \$
					AUTO ONLY: AGG \$
	EXCESS / UMBRELLA LIABILITY				EACH OCCURRENCE \$
	☐ OCCUR ☐ CLAIMS MADE				AGGREGATE \$
					\$
	DEDUCTIBLE				\$
	RETENTION \$				\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU-TORY LIMITS ☐ OTH-ER ☐
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y/N				E.L. EACH ACCIDENT \$
	(Mandatory in NH)				E.L. DISEASE - EA EMPLOYEE \$
	If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - POLICY LIMIT \$
	OTHER				

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

2008 FORD RANGER PICKUP, VIN# 1FTYR10D58PA62353
2008 FORD RANGER PICKUP, VIN# 1FTYR10D48PA62344

CERTIFICATE HOLDER

HIDALGO COUNTY
2812 S. BUSINESS 281
EDINBURG, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2009/01)

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1001486 132849.3 04-06-2009



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/8/2010

PRODUCER (201)262-1200 FAX: (201)262-7810

Fenner & Esler

467 Kinderkamack Road

P. O. Box 60

Oradell

NJ 07649-0060

INSURED

Millennium Engineers Group, Inc.

PO Box 4569

Edinburg

TX 78540-4569

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: Beazley Insurance Company,

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

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

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY				
	☐ COMMERCIAL GENERAL LIABILITY				EACH OCCURRENCE \$
	☐ CLAIMS MADE ☐ OCCUR				DAMAGE TO RENTED PREMISES (Ea occurrence) \$
					MED EXP (Any one person) \$
					PERSONAL & ADV INJURY \$
					GENERAL AGGREGATE \$
					PRODUCTS - COMP/OP AGG \$
	GEN'L AGGREGATE LIMIT APPLIES PER:				
	☐ POLICY ☐ PRO-JECT ☐ LOC				
	AUTOMOBILE LIABILITY				
	☐ ANY AUTO				COMBINED SINGLE LIMIT (Ea accident) \$
	☐ ALL OWNED AUTOS				BODILY INJURY (Per person) \$
	☐ SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS				PROPERTY DAMAGE (Per accident) \$
	☐ NON-OWNED AUTOS				
	GARAGE LIABILITY				
	☐ ANY AUTO				AUTO ONLY - EA ACCIDENT \$
					OTHER THAN EA ACC \$
					AUTO ONLY: AGG \$
	EXCESS / UMBRELLA LIABILITY				
	☐ OCCUR ☐ CLAIMS MADE				EACH OCCURRENCE \$
					AGGREGATE \$
	☐ DEDUCTIBLE				\$
	☐ RETENTION \$				\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS OTH-ER
					E.L. EACH ACCIDENT \$
					E.L. DISEASE - EA EMPLOYEE \$
					E.L. DISEASE - POLICY LIMIT \$
A	OTHER Professional Liability	V15KG8090401	12/12/2009	12/12/2010	Per Claim Limit \$1,000,000 Aggregate Limit \$2,000,000

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

CERTIFICATE HOLDER

Hidalgo County
2812 South Business Hwy 281
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Timothy Esler/MICHEL

ACORD 25 (2009/01)

INS025 (200901)

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c. Authority for the Purchasing Department to negotiate a professional Construction Materials Testing (Engineering Services) Contract with the No.1 ranked firm of L & G Engineering for the provision of Construction Materials Testing (Engineering Services) for all Precinct #3 projects.

On motion of Commissioner Flores, seconded by Commissioner Cuellar, the Court made a UNANIMOUS vote of approval.

- 2. AI-21703 Requesting approval of a professional architectural services contract with ERO International, LLP for the purposes of an "On-Call" (and on an as needed basis) for County - Owned Buildings/Structures located within Precinct No. 3 area in connection with necessary/needed repairs/renovations/remodeling and/or additions on a per project basis through AIA forms of Agreements and as selected for negotiations through County's protocol from the "POOL" of Architects (C.C. on 06/02/09).**

On motion of Commissioner Flores, seconded by Commissioner Cuellar, the Court made a UNANIMOUS vote of approval.

- 3. AI-21722 Requesting approval to submit Application for Sewer Services with deposit and filing fees in the Amount of \$160.00 for Hidalgo County -Precinct No. 3 New Meeting Hall/Pavilion, payable to: City of Mission with authority for County Auditor to complete review and processing procedures and for County Treasurer to issue payment with a manual check.**

On motion of Commissioner Flores, seconded by Commissioner Cuellar, the Court made a UNANIMOUS vote of approval.

- 4. AI-21705 Approval of a professional survey contract/agreement for, "Precinct No. 3 Old Administration Office, Shop Complex and Fuel Yard", with Quintanilla Headley and Associates as authorized & approved for negotiations by CC on 03/30/10.**

On motion of Commissioner Flores, seconded by Commissioner Cuellar, the Court made a UNANIMOUS vote of approval.

E. Pct. 4

- 1. AI-21701 Requesting approval of a professional engineering services agreement with MILLENNIUM ENGINEERS GROUP, INC. for the purposes of a professional engineering services for "Construction Material Testing" in connection to the "PAVED/UNPAVED PROJECTS" (on an as needed basis) for Hidalgo County Precinct #4 and subject to the completion of itemization of schedule of autos on submitted ACORD Certificate of Liability Insurance.**

On motion of Commissioner Flores, seconded by Commissioner Cuellar, the Court made a UNANIMOUS vote of approval.

F. Health & Human Services Dept.

- 1. AI-21706 Restatement for clarification purposes with action if necessary inasmuch as court reporter minutes are not clear on Agenda Item 21514 presented/approved 6-15-10 award of Contraceptives to multiple vendors:**

- a. Prescription Supply, Inc. - under Option II -Contraceptives Low and High Dose Pills; and,**
- b. MAO Pharmacy, Inc., dba, Westwood Pharmacy - under Option II - Contraceptive Injection.**

On motion of Commissioner Flores, seconded by Commissioner Cuellar, the Court made a UNANIMOUS vote to approve items 25.F.1.a & b.

AI-21701**25.E.1.**

**Pct 4-Prof Svc Agreement-MEG-"Construction Material Testing"-
Paved/Unpaved Projects (on an as needed basis)
CC REGULAR**

Date: 06/22/2010
Submitted By: Letty Saenz, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department

Sub-category: Prct. 4

Information**CAPTION**

Requesting approval of a professional engineering services agreement with MILLENNIUM ENGINEERS GROUP, INC. for the purposes of a professional engineering services for "Construction Material Testing" in connection to the "PAVED/UNPAVED PROJECTS" (on an as needed basis) for Hidalgo County Precinct #4 and subject to the completion of itemization of schedule of autos on submitted ACORD Certificate of Liability Insurance.

BACKGROUND

Contract Doc#C-10-111-06-22-MEG-Pct 4 (as approved by legal counsel as to form)

Fiscal Impact**FISCAL YEAR:** 2010**ACCT. #:** 0-1200-431-00-124-007-0-731**FUNDS AVAILABLE Y/N?:****MATCHING FUNDS Y/N?:****BUDGETARY IMPACT:**

Available balance as of 6-18-10 \$3,097.17
 On an As Needed Basis.

Attachments

Link: [Contract Doc#C-10-111-06-22-MEG-Pct 4](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	06/18/2010 11:39 AM	APRV
2	Budget & Management	Erika Zamora	06/18/2010 01:00 PM	APRV
3	Manuel Chapa	Manuel Chapa	06/18/2010 04:16 PM	APRV
4	Auditor's Office		06/18/2010 05:33 PM	NEW
Form Started By: Letty Saenz			Started On: 06/16/2010 04:12 PM	
Final Approval Date: 06/18/2010				

Leticia Saenz

From: rey salazar [rey.salazar@co.hidalgo.tx.us]
Sent: Wednesday, March 30, 2011 10:32 AM
To: Leticia Saenz
Cc: Perla Lopez; Rumaldo Munoz; Sergio Cruz
Subject: FW: Millennium W.O. 1 C-10-111-06-22

Letty,

FYI...Please proceed in placing the agenda item for next Tuesday. CC 4/05/11. We are going to cancel to liquidate the PO for WA#1 and create a PO for WA#2.

Thanks.

Reynaldo Salazar
Senior Planning Analyst
Department of Budget and Management
2818 South Business Hwy. 281, Administrative Building
Edinburg, Tx. 78539
(956) 292-7025 Phone
(956) 292-7035 Fax
From: Rumaldo Munoz [mailto:rumaldo.munoz@co.hidalgo.tx.us]
Sent: Wednesday, March 30, 2011 9:39 AM
To: rey salazar
Subject: Re: Millennium W.O. 1 C-10-111-06-22

Morning Rey

I spoke with Mr. Carranza and he confirmed that the work underlined in Work Authorization #3 for the Mass Fill Area has been completed, this is where the building is beening build on. This new Work Authorization #1 under a new contract will be for the Paving and Drainage. He recommends that P.O. 636271 be liquidated in order to free up the monies.

Thanks Munoz

-----Original Message-----

From: "rey salazar" <rey.salazar@co.hidalgo.tx.us>
Sent: 3/30/2011 9:22:57 AM
To: "RUSTY TYRRELL" <rusty003@msn.com>
Cc: alfonsoquintanilla@sbcglobal.net, "Rumaldo Munoz" <rumaldo.munoz@co.hidalgo.tx.us>, "Leticia Saenz" <leticia.saenz@co.hidalgo.tx.us>, "Sergio Cruz" <sergio.cruz@co.hidalgo.tx.us>
Subject: FW: Millennium W.O. 1 C-10-111-06-22

Good Morning Rusty,

Quick question: Has Millennium Engineers completed the scope of work detailed on Work Authorization **number 1**. The PO mentioned that it was for construction materials testing for the "Mass Fill Area".

Attached is Precinct #4's work authorization **number 2** for "Paving and Drainage". We are wanting to close out the first PO and apply the balance to the second one for WA#2. In order to us to do that, we need to know if WA#1 was completed.

Can you get back to me on this as soon as you can?

Respectfully,

Reynaldo Salazar
Senior Planning Analyst
Department of Budget and Management
2818 South Business Hwy. 281, Administrative Building
Edinburg, Tx. 78539
(956) 292-7025 Phone
(956) 292-7035 Fax
From: Rumaldo Munoz [mailto:rumaldo.munoz@co.hidalgo.tx.us]
Sent: Wednesday, March 30, 2011 8:51 AM
To: leticia.saenz@co.hidalgo.tx.us
Cc: rey.salazar@co.hidalgo.tx.us
Subject: Millennium W.O. 1 C-10-111-06-22

Good Morning

Attached is Work Authorization #1 under contract C-10-111-06-22, please place on the next C.C. for approval.

Thanks
Rumaldo Munoz Jr.
Accounts Payable Specialist III

AI-26005

10.C.

Requesting Approval of Invoice NO. 7619 from L&G Engineering Lab. for the Sheriff's Office Substation in the Pct 1 Area

CC CONSENT

Date: 04/05/2011
Submitted By: Rocio Villarreal, PURCHASING DEPT.
Submitted For: Rocio Villarreal
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department

Information

CAPTION

Presentation for discussion, consideration, acceptance, and approval of Invoice # 7619 in the amount of \$6,008.69, from L & G Engineering Laboratory, LLC, contracted engineer for "Hidalgo County Sheriff's Office Substation in the Precinct No. 1 Area."

BACKGROUND

C-08-051A-09-02

Reference AI#25392 3-1-11

Fiscal Impact

FISCAL YEAR: 2011

ACCT. #: 1-1336-423-00-280-036-0-720

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

PO# 653784 available balance as of 3-31-11 \$6,008.69

Account available balance \$2,489,553.17

Attachments

Link: [Invoice](#)

Link: [Supplemental No. 1](#)

Link: [Scanned Contract](#)

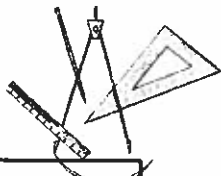
Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	03/30/2011 02:58 PM	APRV
2	Budget & Management	Erika Zamora	03/30/2011 04:07 PM	APRV
3	Manuel Chapa	Manuel Chapa	03/31/2011 08:08 AM	APRV
4	Auditor's Office		03/31/2011 03:57 PM	NEW

Form Started By: Rocio Villarreal

Started On: 03/30/2011 08:01 AM

Final Approval Date: 03/31/2011



L & G Engineering Laboratory, LLC

RECEIVED BY
2100 W. Expressway 83
Mercedes, Texas 78570
(956) 565-0760 • Fax (956) 565-6746

Date

3/17/2011

Invoice #

7619

Bill To

Hidalgo County Sheriffs Office
Attn: Mr. Juan Tapia
P.O. Box 1228
711 El Cibolo Rd.
Edinburg, TX. 78540

Re:

Hidalgo County Sheriff's Office Substation
Contract No. C-08-051A-09-02
Supplemental Geotechnical Report

P.O. #

Due Date

Rep.

Project/Job #

653784

4/10/2011

RG

GL11005

Date	Item Code	Description	Price Each	Quantity	Amount
	96068	Field Logging Services (per hour)(Utility Clearance & Boring Locate)	42.00	2	84.00
	95058	Vehicle Trip Charge (Miles)	0.50	25	12.50
	96068	Field Logging Services (per hour)(Logging & 24-hr. Water Observation)	42.00	10	420.00
	95058	Vehicle Trip Charge (Miles)(Logger)	0.50	25	12.50
	96070	Mobilization	400.00	1	400.00
	97001	Geo. Drill - Solid	14.00	65	910.00
	91001	Moisture Content	7.00	13	91.00
	91004	Atterberg Limits Det. (Ea.)	55.00	13	715.00
	91006	Materials Finer #200(Ea.)	50.00	13	650.00
	91037	Unconfined Compression (Soil) w/o Tech Time	50.00	1	50.00
	91041	Hydrometer	65.00	3	195.00
	94057	Eng. SPC (Soil Classification)	85.00	2	170.00
	94057	Eng. SPC (Logs & Report)	85.00	2	170.00
	94055	Engineer (Senior Project Manager)(2-man hrs.)	309.38	1	309.38
	94058	E.I.T., Graduate Engineer (12-man hrs.)	1,373.63	1	1,373.63
	94055	Engineer(Hr)(Geotechnical Engineer)(2-man hrs.)	287.40	1	287.40
	95060	Administrative / Clerical (2-man hrs.)	108.28	1	108.28
	950	Printing & Reproduction	50.00	1	50.00
P.O. #: 653784					
Invoice Received By: Juan Tapia On: 3-18-2011					
Good/Services Received By: J. Tapia On: 3-18-2011					
111-1336-423-00-220-036-0-720					
L&G appreciates the opportunity to serve your Geotechnical & Construction Material Testing needs.			Total \$6,008.69		

L&G Engineering appreciates the opportunity to serve your material testing needs.

Balance Due

\$6,008.69

Highway / Civil • Structural / Bridge • Environmental • Construction Material Testing

THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

C-08-051A-09-02
SUPPLEMENTAL AGREEMENT NO. 1
TO AGREEMENT FOR PROFESSIONAL SERVICES

THIS **SUPPLEMENTAL AGREEMENT** is made pursuant to the terms and conditions of Article 7 of the Agreement made by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**", and L&G Engineering Laboratory, Professional Engineers of, Mercedes, Texas, hereinafter called the "**Engineer**".

WITNESSETH

WHEREAS, the **Owner** and the **Engineer** executed the **Agreement** on the 2nd day of September, 2008 concerning engineering for geotechnical field and laboratory services for Hidalgo County Sheriff's Office Substation in the Precinct No. 1 Area, (hereinafter referred to as the "**Project**"); and,

WHEREAS, Article 7 of the **Agreement**, (Supplemental Agreements), establishes that the terms of the Agreement may be amended by supplemental agreement if the Owner determines that (1) there is a need to extend the Termination Date identified in Article 3.1 hereof, (2) there has been a significant change in the scope, complexity or character of the services to be performed by the Engineer, and/or (3) for any other reason agreeable to the Owner and the Engineer; and,

WHEREAS, it has become necessary to amend the Agreement to:

- (1) Revise "Exhibit B- Scope of Work" of this Agreement to include geotechnical borings for a Detention Pond design and regrading of structure site to verify no changes in geotechnical properties or water table elevations as provided in prior report on 10/13/08.
- (2) Revise "Exhibit C- Work Schedule" of this Agreement to allow for the revision and completion of the additional work of the Project;
- (3) Revise "Exhibit D- Cost Proposal" of this Agreement to allow for additional compensation due to Engineer for the additional work required to be performed due to the revision of the Scope of Work consisting of the need for structural boring verification and detention pond design, and
- (4) Revise Article 5- "Services" of the Agreement to increase the lump sum fee payable by the Owner to the Engineer.

A. AGREEMENT

NOW THEREFORE, premises considered, the **Owner** and the **Engineer** agree that said **Agreement** is amended as follows:

1. Exhibit "B" of the Agreement (Services to be Provided by Engineer) is amended by "Exhibit B-1" titled "Revised Services to be Provided by Engineer," and attached hereto.
2. Exhibit "C" of the Agreement (Work Schedule) is amended by "Exhibit C-1" titled "Revised Work Schedule," a copy of which is attached hereto.
3. Exhibit "D" of the Agreement (Cost Proposal) is amended by "Exhibit D-1" titled "Revised Cost Proposal," a copy of which is attached hereto.
4. Article 5 of the Agreement (Services) first sentence is amended for the purpose of the Supplemental No. 1 is deleted in its entirety and the following ins inserted in lieu thereof:

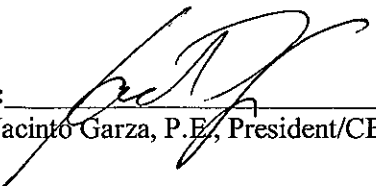
"For and in consideration of the services to be rendered by the Engineer, as identified in Article 2 and more particularly identified in Exhibit "B", as amended by Exhibit "B-1" attached hereto, the amount payable by the Owner to the Engineer for Services will be in the amount of \$18,837.40, subject to adjustment in accordance with Article 6.1 herein, will be provided in Exhibit C-Fee Breakdown as amended by Exhibit "C-1" and is attached hereto."

5. Except as modified herein, all terms and conditions of the Agreement, as amended for the purposes of this Supplemental No. 1 remain in full force and effect. Engineer and County ratify and confirm the terms and provisions of the Agreement as amended for the purposes of this Supplemental No. 1.

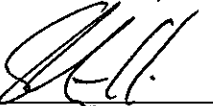
IN WITNESS WHEREOF, the Engineer and the Owner have caused this Supplemental Agreement No. 1 to the Agreement for Professional Services to be executed as of the 1st day of March, 2011.

THE ENGINEER:

L&G ENGINEERING LABORATORY

BY: 
Jacinto Garza, P.E., President/CEO

**APPROVED AS TO FORM:
ATLAS & HALL, LLP**

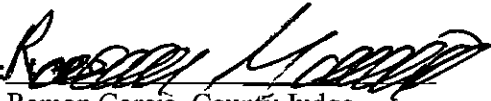
BY: 
Steve L. Crain

LIST OF ATTACHMENTS

Exhibit B-1 – Scope of Work
Exhibit C-1 – Work Schedule
Exhibit D-1 – Cost Proposal

THE OWNER:

HIDALGO COUNTY

BY: 
Ramon Garcia, County Judge

Approved by Commissioners' Court
on 3/1/11 

ATTEST:

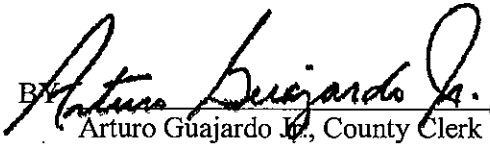
BY: 
Arturo Guajardo Jr., County Clerk 

EXHIBIT "B-1"
"Revised Services to be Provided by Laboratory"

PROJECT: Hidalgo County Sheriff's Office Substation for the Precinct #1 Area

GENERAL

The Scope of Work will entail that **L&G Engineering Laboratory** provide to **The County of Hidalgo** a Geotechnical Report for the aforementioned project. The Geotechnical Report will include the following:

- (1) Boring logs with location maps and figures describing the general contour of the proposed construction site, soil classification and water-strike elevations (Structural & other Borings).
- (2) Verification of net allowable bearing capacity of the in situ soils along with the corresponding factor of safety used in our calculations (Structural Boring).
- (3) Verification of minimum and maximum founding depths and sizes of foundations needed to achieve maximum bearing capacity (Structural Boring).
- (4) Verification of foundation size on allowable bearing capacity (Structural Boring).
- (5) Verification of the potential for soil expansion/contraction due to changes in soil moisture (Structural Boring).
- (6) Verification of foundation design parameters for WRI and PTI foundation designs (Structural Boring).

L&G Engineering Laboratory, LLC
The County of Hidalgo

EXHIBIT "C-1"
"Revised Work Schedule"

PROJECT: Hidalgo County Sheriff's Office Substation for the Precinct #1 Area

The **Laboratory** will provide the deliverables for this work authorization as follows:

- Drilling operations can begin within two (2) to three (3) days following notice to proceed, staking of the borings, clearing the boring locations of utilities and site and weather conditions permitting.
- Drilling operations will take approximately one (1) to two (2) days to complete.
- Report and engineering analyses will be completed within two (2) weeks after completion of the drilling operations.

The Laboratory will inform the Owner (in reasonable advance of the delay) should the Laboratory encounter delays that would prevent the performance of all work in accordance with the above work schedule.

EXHIBIT "D-1"
"Revised Cost Proposal"

PROJECT: Hidalgo County Sheriff's Office Substation for the Precinct #1 Area

Please see attached Fee Schedule for the **Engineer's** contract rates and estimate.

Geotechnical Engineering & Laboratory Testing Services

L&G ENGINEERING LABORATORY

[illegible]

LINE ITEM EXPENSES

Printing Reproduction

Laboratory Testing

Total Expenses

L&G Laboratory Total Cost

\$ 50.00

\$ 3,880.00

\$3,930.00

\$ 6,008.69

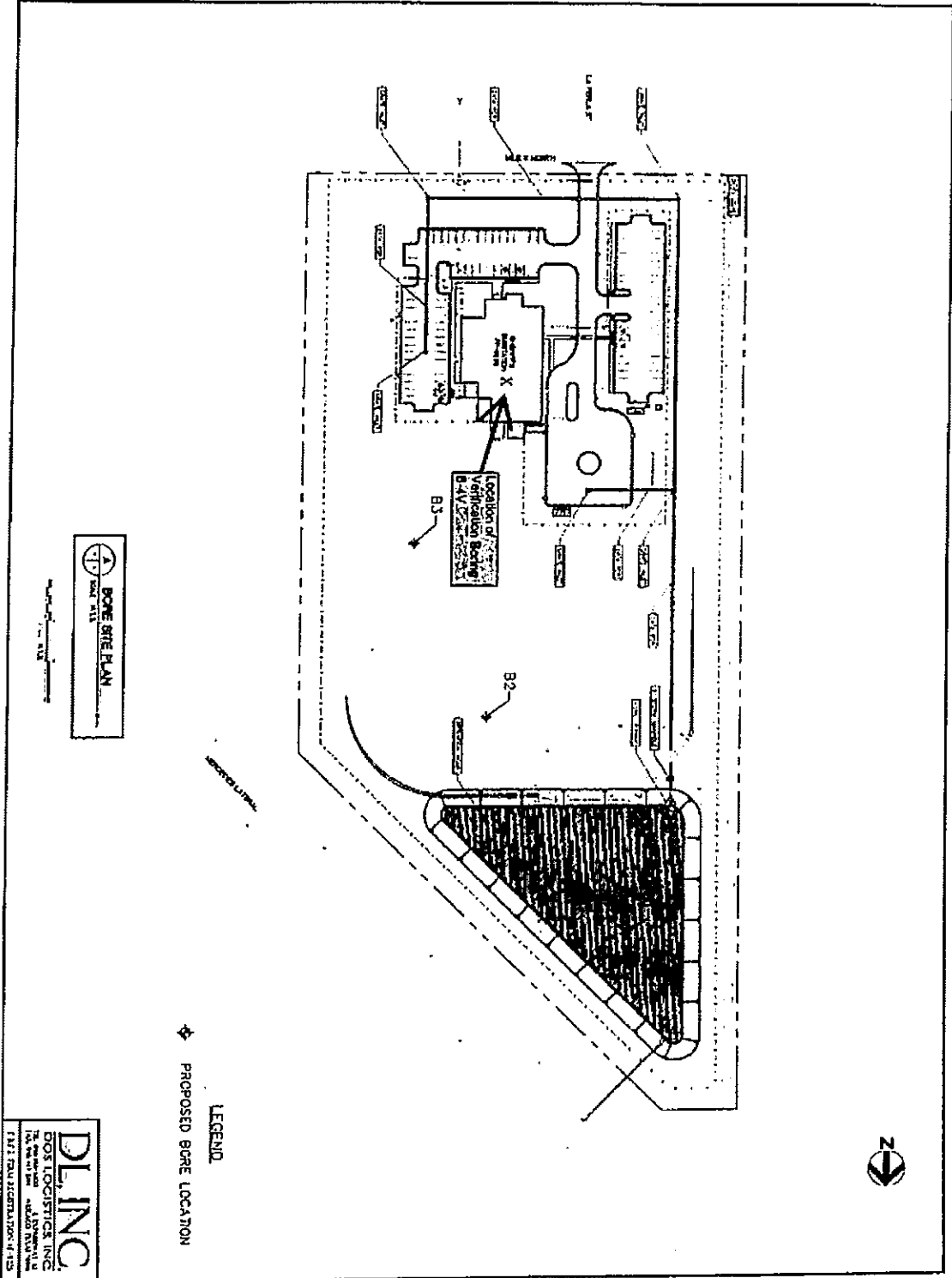
L & G Engineering Laboratory

Construction Material Testing Geotechnical Engineering

Attachment I

Geotechnical Field and Laboratory Testing Services Hidalgo County Sheriff's Office Substation - Weslaco, TX - Supplemental

	SERVICES	UNITS	UNITS	UNIT COST	TOTAL COST
I.	Project Management // Review				
	A. Principal/Project Manager/Review	Hours			
	B. Senior Project Engineering Specialist	Hours			
	C. Typing and Clerical	Hours			
	D. Lodging	Day			
	E. Mileage	Mile			
	F. Air Travel	Trip			
II.	Utility Clearances // Boring / Locates				
	A. Technician (Locate Borings)(Util Clr)	Hours	2	\$ 42.00	\$ 84.00
	B. Staff Engineer/Geologist/Scientist	Hours			
	C. Rebar (stakes with impalement covers)	Cost +12.5%			
	D. Vehicle Charge	Lump Sum			
	E. Mileage	Mile	25	\$ 0.500	\$ 12.50
III.	Field Exploration				
A	Mobilization/Demobilization	Lump Sum	1	\$ 400.00	\$ 400.00
B	Field Exploration				
	1. Soil Drilling THD Cone	Feet			
	2. Soil Drilling - Standard Penetration	Feet	65	\$ 14.00	\$ 910.00
	3. Field Logger / Engineering Tech	Hour	8	\$ 42.00	\$ 336.00
	4. 24 Hr. Water Level Obs./Cover Boreholes	Hour	2	\$ 42.00	\$ 84.00
	5. Piezometers	Each			
	7. Support Vehicle Charge	Mile	25	\$ 0.50	\$ 12.50
IV.	Engineering Data Analysis // Report				
	1. Staff Engineer	Hours			
	2. Engineering Spec. (Soil Classification)	Hours	2	\$ 85.00	\$ 170.00
	3. Engineering Spec. (Logs & Report)	Hours	2	\$ 85.00	\$ 170.00
	4. Moisture Content	Ea.	13	\$ 7.00	\$ 91.00
	5. Atterberg Limits	Ea.	13	\$ 55.00	\$ 715.00
	6. -200 Determination	Ea.	13	\$ 50.00	\$ 650.00
	7. Consolidation Tests	Ea.		\$ 65.00	\$ -
	8. Un-Confined Compression	Ea.	1	\$ 50.00	\$ 50.00
	9. Unit Dry Weight	Ea.		\$ 25.00	\$ -
	10. Hydrometer Analysis	Ea.	3	\$ 65.00	\$ 195.00
Project Total					\$ 3,880.00



BORE SITE PLAN
 1" = 10'

DL, INC.
 DOS LOGISTICS, INC.
 10000 W. 100th St.
 Overland Park, KS 66210
 913.666.1111

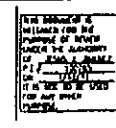
LEGEND
 PROPOSED BORE LOCATION

KEYPLAN

Project Name	11-0000000000
Client	DL, INC.
Scale	1" = 10'
Author	DL, INC.
Check	DL, INC.
Approval	DL, INC.

BORE SITE PLAN

SHERIFF'S
 SUBSTATION
 HIDALGO COUNTY
 WESLAKE, TEXAS



CENAC / ASSOCIATES
 11000 W. 100th St.
 Overland Park, KS 66210
 913.666.1111



THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

AGREEMENT FOR GENERAL ENGINEERING SERVICES

C-08-051A-09-02

THIS AGREEMENT is made, by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**", and L&G Engineering Laboratory, LLC, Professional Engineers of Mercedes, Texas, hereinafter called the "**Engineer**".

W I T N E S S E T H:

WHEREAS, the **Owner** desires to contract with the **Engineer** to provide Geotechnical Engineering & Laboratory Testing Services for, "**Hidalgo County Sheriff's Office Substation in the Precinct No. 1 Area,**" for Hidalgo County.

NOW, THEREFORE, the **Owner** and the **Engineer** in consideration of the mutual covenants and agreements herein contained do mutually agree as follows:

ARTICLE 1
Employment of Engineer

The **Owner** agrees to employ the **Engineer** and the **Engineer** agrees to perform geotechnical engineering & laboratory testing services as stated in the articles to follow, and for having rendered such services, the **Owner** agrees to pay the **Engineer** compensation as stated in the articles to follow.

ARTICLE 2

Character and Extent of Services

This Agreement will provide for the project with the following:

2.1. Scope of Work. The **Owner** will furnish items and provide those services for the development of and fulfillment of this Agreement, as identified in **EXHIBIT "A" - *Services to be Provided by the Owner***, attached hereto and made a part of this Agreement. The **Engineer** shall render professional engineering services for the development and fulfillment of this Agreement as identified in **EXHIBIT "B"-*Services to be Provided by the Engineer***, attached hereto and made a part of this Agreement.

2.2 Classification of Services. For this Agreement, the professional services to be provided by the **Engineer**, are more particularly identified in **EXHIBIT "B"**, attached hereto.

ARTICLE 3

Period of Service

Upon execution of this Agreement, the **Engineer** shall proceed with the work outlined under Article 2 hereof.

3.1 Termination Date. This Agreement shall terminate upon completion of this project (hereinafter referred to as the "**Termination Date**"), unless extended by written supplemental agreement, as provided in Article 8 hereof, duly executed by the **Engineer** and the **Owner** prior to the **Termination Date**, or otherwise terminated as provided in Article 3.4 herein and below. The **Owner** assumes no liability or obligation for payment to the **Engineer** for work performed or costs incurred by the **Engineer** prior to the date

authorized by the **Owner** for the **Engineer** to begin work, during periods when work is suspended, or subsequent to the **Termination Date**.

3.2 Extension of the Termination Date. The **Engineer** shall notify the **Owner** in writing as soon as possible if it is determined, or reasonably anticipated, that the work under this Agreement cannot be completed before the **Termination Date**, and the **Owner** may, at the **Owner's** sole discretion, extend the **Termination Date** by written supplemental agreement as provided in Article 7 hereof. The **Engineer** shall allow adequate time for review and approval by the **Owner** of the written notice and request by the **Engineer** to extend the **Termination Date**.

3.3 Suspension of Work. Should the **Owner** desire to suspend the work under this Agreement, but not terminate this Agreement, the **Owner** shall provide thirty (30) calendar days verbal notification to the **Engineer**, followed by written confirmation from the **Owner** to the **Engineer** to that effect. The thirty-day notice may be waived as agreed in writing by both the **Owner** and the **Engineer**. The work under this Agreement may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from the **Owner** to the **Engineer**. The sixty-day notice may be waived as agreed in writing by both the **Owner** and the **Engineer**.

If the **Owner** suspends the work, the **Termination Date** as identified above is not affected, and this Agreement will terminate on the date specified, unless extended by written supplemental agreement, as provided in Article 7 hereof, duly executed by the **Engineer** and the **Owner** prior to the **Termination Date**.

3.4 Termination of Agreement. This Agreement may be terminated before the stated **Termination Date** identified in Article 3.1 herein by any of the following conditions:

- (1) **Commitment of Current Revenues.** In the event that, during any term hereof, the **Owner** does not appropriate sufficient funds to meet to the obligations of this Agreement, the **Owner** may terminate this Agreement upon thirty (30) days written notice to the **Engineer**. The **Owner** 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 the **Owner** pursuant to the provisions of Tex. Loc. Govt. Code Ann. § 271.903 (Vernon Supp.1995).
- (2) By mutual agreement and consent, in writing, of both the **Engineer** and the **Owner**.
- (3) By the **Owner**, upon failure of the **Engineer** to fulfill the **Engineer's** obligations set forth herein in a satisfactory manner as determined by the **Owner** and in sole opinion of the **Owner**, after the **Owner** provides written notice to the **Engineer** of such failure and the **Engineer** has not corrected such failure within (30) days of such written notice by the **Owner**.
- (4) By the **Engineer**, upon failure of the **Owner** to fulfill the **Owner's** obligations set forth herein, after the **Engineer** provides written notice to

the **Owner** of such failure and the **Owner** has not corrected such failure within thirty (30) days of such written notice by the **Engineer**.

(5) By the **Owner** without cause upon thirty (30) days written notice to the **Engineer**.

(6) By satisfactory completion of all services and obligations described herein.

Should the **Owner** terminate this Agreement as herein provided, no fees other than fees due and payable at the time of termination shall thereafter be paid to the **Engineer** notwithstanding anything herein to the contrary. In determining the value of the work performed by the **Engineer** prior to termination, the **Owner** shall be the sole judge of the value of such work performed. Compensation for work at termination will be based on a percentage of the work completed at that time. Should the **Owner** terminate this Agreement under (5) of the paragraph above, the amount charged during the thirty (30) day notice period shall not exceed the amount charged during the preceding ninety (90) days.

If the termination of this Agreement is due to the failure of the **Engineer** to fulfill the **Engineer's** obligations under this Agreement, the **Owner** may take over the Work Authorization and prosecute the work to completion. In such case, the **Engineer** shall be liable to the **Owner** for any additional cost occasioned by the **Owner**.

If the **Engineer** defaults in the performance of this Agreement or if the **Owner** terminates this Agreement for fault on the part of the **Engineer**, the **Owner** will give consideration to payment of an amount in settlement to include: the actual costs incurred

by the **Engineer** in performing the work to the date of default, the amount of work required which was satisfactorily completed to date of default, the value of the work which is usable to the **Owner**, the cost to the **Owner** of employing another consultant and/or firm to complete the work required and the time required to do so, and other factors which affect the value to the **Owner** of the work performed at the time of default. This Agreement shall not be considered as specifying the exclusive remedy for any default by the **Engineer**, but all remedies existing at law and in equity may be availed of by either party and shall be cumulative.

The termination of the Agreement and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of the **Owner** and the **Engineer** under this Agreement, except the obligations set forth in Articles 11, 13, 14.3 and 15 hereto.

ARTICLE 4 **Progress and Coordination**

The **Engineer** shall, from time to time during the progress of the work, confer with the **Owner**. The **Engineer** shall prepare and present such information as may be pertinent and necessary, or as may be requested by the **Owner**, in order to evaluate features of the **Engineer's** services and work.

At the request of the **Owner** or the **Engineer**, conferences shall be provided at the **Engineer's** office, the office of the **Owner**, or at other locations designated by the **Owner**. These conferences shall also include evaluation of the **Engineer's** services and work when requested by the **Owner**.

All applicable study reports shall be submitted in preliminary form for approval by

the **Owner** before the final report is issued. The **Owner's** comments regarding the **Engineer's** preliminary report will be addressed by the **Engineer** in the final report.

If funds by other agencies or entities are to be used for the development of the **Project** under this Agreement, the **Engineer's** services and work will be subject to periodic review and approval by other agencies or entities, including those of the city, county, state, and/or federal agencies.

Should it be determined that the progress in the production of the **Engineer's** services and work does not satisfy the requirements of the Scope of Services as provided by the engineer, the **Owner** shall review the approved Scope of Services with the **Engineer** to determine the corrective action needed by either the **Owner** or the **Engineer**.

The **Engineer** shall promptly advise the **Owner** in writing of events which have a significant impact upon the progress of the **Engineer's** services and work and the approved Scope of Services, including:

- (1) problems, delays, adverse conditions which will materially affect the ability to attain contract objectives, prevent the meeting of time schedules and goals, this disclosure will be accompanied by a statement by the **Engineer** of recommended or immediate action taken, or contemplated, and any **Owner** or other agency or entity assistance needed to resolve the situation; and
- (2) favorable developments or events which enable meeting the Scope of Services goals sooner than anticipated.

ARTICLE 5

Compensation and Fees

For and in consideration of the services to be rendered by the **Engineer**, the **Owner** shall compensate the **Engineer** as follows:

5.1 Services. For and in consideration of the **Services** to be rendered by the **Engineer**, as identified in Article 2 and more particularly identified in **EXHIBIT "B"**, attached hereto, the amount payable by the **Owner** to the **Engineer** for **Services** will be in the amount of **\$12,828.71**, subject to adjustment in accordance with Article 6.1 herein, will be provided in **EXHIBIT C- Fee Breakdown** attached. Payments to the **Engineer** for **Services** shall be made by the **Owner**, upon presentation by the **Engineer** of the **Request for Payment**, in accordance with the terms and provisions of Article 6 herein.

ARTICLE 6

Method of Payment

6. 1 Request for Payment. Payments to the **Engineer** for services rendered will be made while work is in progress as executed through a lump sum fee assigned. The **Engineer** shall prepare and submit to the **Owner** monthly progress reports in sufficient detail to support the progress of the work and in support of a request for payment (hereinafter referred to as "**Request for Payment**"). The progress report shall indicate the percent completion of the work accomplished by the **Engineer** during the billing period and to the date of the **Request for Payment**. On or before noon of the first Monday of each month during the performance of the services, the **Engineer** shall submit to the **Owner** for approval a **Request for Payment**. Payment of the lump sum fee identified in the **Request for Payment** will be in proportion to the percent completion of the work tasks identified together with a detailed breakdown of the amount and the sum of all prior payments. The

Owner shall review each such **Request for Payment** and may make such exceptions as the **Owner** reasonably deems necessary or appropriate under the circumstances then existing. About ten (10) working days after the Commissioners Court of the **Owner** meets approving such payment, the **Owner** shall make payment to the **Engineer** in the amount approved as aforesaid subject to Article 6.4 herein and below.

6.2 Final Payment. After final completion of the work and acceptance thereof by the **Owner**, the **Engineer** shall submit a final request for payment ("**Final Request for Payment**") which shall set forth all amounts due and remaining unpaid to the **Engineer** and upon approval thereof by the **Owner**, the **Owner** shall pay to the **Engineer** the amount due ("**Final Payment**") under such **Final Request for Payment** in accordance with the provisions of Article 6.1 hereof. The **Final Payment** shall not be made until the **Engineer** delivers to the **Owner** an affidavit that so far as the **Engineer** has knowledge or information any and all amounts due for materials and services over which the **Engineer** has control have been paid.

6.3 Qualification on Obligations to Pay. Any provision hereof to the contrary notwithstanding, the **Owner** shall not be obligated to make any payment (whether a payment under Article 6.1 hereof or **Final Payment**) to the **Engineer** hereunder if any one or more of the following conditions precedent exist:

- (1) The **Engineer** is in default of any of its obligations hereunder or otherwise is in default under this Agreement or under any contract documents related to this Agreement;
- (2) Any part of such payment is attributable to the **Engineer's** services which are not performed in accordance with this Agreement; provided, however, such payment shall be made as to the part thereof attributable to the **Engineer's** services which were performed in accordance with this Agreement;

- (3) The **Engineer** has failed to make payments promptly to consultants or other third parties used for which the **Owner** has made payment to the **Engineer**;
- (4) If the **Owner**, in good faith judgment, determines that the portion of the compensation then remaining unpaid will not be sufficient to complete the **Engineer's** services in accordance with this Agreement, no additional payments will be due the **Engineer** hereunder unless and until the **Engineer**, at its sole cost, performs a sufficient portion of the **Engineer's** services so that such portion of the compensation then remaining unpaid is determined by the **Owner** to be sufficient to so complete the **Engineer's** services.

6.4 No partial payment made hereunder shall be or construed to be final acceptance or approval of that part of the **Engineer's** services to which such partial payment related or relieves the **Engineer** of any of its obligations hereunder with respect thereto.

6.5 The **Engineer** shall promptly pay all bills for labor and material performed and furnished by others in connection with the performance of the **Engineer's** services.

6.6 Waiver. The making of the **Final Payment** shall constitute a waiver of all claims by the **Owner** except those arising from (1) faulty or defective services of the **Engineer** appearing after completion of the **Project**, or (2) failure of the **Engineer's** services to comply with the requirements of this Agreement. The acceptance of **Final Payment** shall constitute a waiver of all claims by the **Engineer** except those previously made in writing and identified by the **Engineer** as unsettled at the time of the **Final Request for Payment**.

ARTICLE 7. Supplemental Agreements. The terms of this Agreement may be amended by supplemental agreement if the **Owner** determines that (1) there is a need to extend the **Termination Date** identified in Article 3.1 hereof, (2) there has been a

significant change in the scope, complexity or character of the services to be performed by the **Engineer**, and/or (3) for any other reason agreeable to the **Owner** and the **Engineer**.

If determined appropriate by the **Owner**, additional compensation to the **Engineer** for (1), (2) and/or (3) above shall be paid as a negotiated lump sum fee at the **Contract Rates** specified in **EXHIBIT "D"**, attached hereto. The negotiated lump sum fee shall be incorporated into the **Supplemental Agreement**.

Any **Supplemental Agreement** must be executed by both the **Engineer** and the **Owner** prior to the **Termination Date** specified in Article 3 hereof.

It is distinctly understood and agreed that no claim by the **Engineer** for additional work, as identified in Article 8 hereof, or changes or revisions in work, as identified in Article 9 hereof, shall be made by the **Engineer** until full execution of the **Supplemental Agreement** and authorization to proceed is granted by the **Owner**. The **Owner** reserves the right to withhold payment to the **Engineer** pending verification of satisfactory work performed by the **Engineer**.

Article 8. Additional Work. If the **Engineer** is of the opinion that any work it has been directed to perform is beyond the scope of this Agreement and constitutes extra work, the **Engineer** shall promptly notify the **Owner** in writing. In the event the **Owner** finds that such work does constitute extra work, the **Owner** shall so advise the **Engineer** and a written supplemental agreement will be executed between the **Owner** and the **Engineer** as provided herein. The **Engineer** shall not perform any proposed additional work or incur any additional costs prior to the execution by both the **Engineer** and the **Owner** of a supplemental agreement. Additional compensation from the **Owner** to the

Engineer shall be paid as a negotiated lump sum fee at the **Contract Rates** specified in **EXHIBIT "D"**, attached hereto. The negotiated lump sum fee shall be incorporated into the supplemental agreement as specified in Article 7 hereof. The **Owner** shall not be liable or under any obligation to compensate the **Engineer** for work performed or costs incurred by the **Engineer** relating to additional work not directly associated with the performance of the work authorized in this Agreement or as amended through supplemental agreement.

ARTICLE 9

Changes or Revisions in Work

If the **Owner** finds it necessary to request changes to the work, and the changes are within the applications of sound engineering principles, the **Engineer** shall make such revisions if requested and directed by the **Owner**.

9.1 Preliminary Work. The **Engineer** will make, without expense to the **Owner**, such revisions of any preliminary reports or drawings as may be required to meet the needs of the **Owner** and the applications of sound engineering principles.

ARTICLE 10

Ownership and Release of Documents

10.1 Ownership of Documents.

All documents furnished to the **Engineer** by the **Owner** shall be delivered to the **Owner** upon completion or termination of this Agreement. The **Engineer**, at the **Engineer's** own expense, may retain copies of such documents or any other data under this Agreement.

ARTICLE 11

Records, Accounting, Inspection

The **Engineer** shall keep full and detailed records and accounts in a manner approved by the **Owner**. The **Engineer** shall afford the **Owner's** authorized personnel and independent auditors, if any, full access to the work performed by the **Engineer** regarding the Work Authorization and to all of the **Engineer's** books, records, correspondence, instructions, drawings, receipts, vouchers and other documents relating to such work under this Agreement, and the **Engineer** shall preserve all such records for three (3) years after final payment. The **Engineer** shall deliver to the **Owner** upon completion of such work, a statement of the cost of such work detailed according to the accounting procedure and requirements of the **Owner**.

ARTICLE 12

Subcontracting and Assignment

The **Engineer** shall not assign, subcontract or transfer the **Engineer's** interest in this Agreement without the prior written consent of the **Owner**. The **Engineer** shall bind every sub-consultant by written subcontract to observe all the terms of this Agreement to the extent that they may be applicable to each sub-consultant. No subcontract relieves the **Engineer** of any responsibilities under this Agreement.

The **Engineer**, and the **Owner**, do hereby bind themselves, their successors, executors, administrators and assigns to each other party of this Agreement and to the successors, executors, administrators, and assigns of such other party in respect to all covenants of this contract.

ARTICLE 13

Engineer's Seal, Responsibility and Warranties

13.1 Engineer's Seal. The **Engineer** shall assign a responsible engineer or engineers licensed to practice in the State of Texas, who shall sign, seal and date all appropriate engineering submissions to the **Owner** in accordance with the Texas Engineering Practice Act and the Rules of the State Board of Registration for Professional Engineers.

13.2 Engineer's Responsibility. The **Engineer** shall be responsible for the accuracy of the work performed, and shall promptly make necessary revisions or corrections resulting from errors, omissions, or negligent acts by the **Engineer**. No additional compensation will be made to the **Engineer** for any necessary revisions or corrections resulting from errors, omissions, or negligent acts by the **Engineer**.

The **Engineer's** responsibility for all questions arising from errors and/or omissions will be determined by the **Owner** or a designee appointed by the **Owner**. The **Engineer** will not be relieved of the responsibility for subsequent correction of any such errors or omissions or for clarification of any ambiguities until after the construction phase of the **Project** has been completed.

ARTICLE 14

Engineer's Resources

The **Engineer** shall furnish and maintain, at the **Engineer's** own expense, office space for the performance of all services, skilled and sufficient personnel, as well as adequate and sufficient equipment to perform the services as required under this Agreement.

14.1 Project Manager. The **Engineer** shall provide a manager (**Project Manager**) that is a registered professional engineer in the State of Texas. The **Project Manager**

shall have such knowledge and experience as will enable the **Project Manager** to perform the duties required for the services under this Agreement. The **Engineer** may not change the **Project Manager** during the course of the Work Authorization without prior consent of the **Owner**. If, due to situations beyond the control of the **Engineer**, the **Engineer** must change the **Project Manager** prior to the completion and acceptance of the improvements, the **Engineer** will submit a request to change the **Project Manager** to the **Owner** for approval.

14.2 Employees of the Engineer. All employees of the **Engineer** shall have such knowledge and experience as will enable them to perform the duties assigned to them and required for the services under this Agreement. Any employee of the **Engineer** who, in the opinion of the **Owner**, is incompetent, or whose conduct becomes detrimental to the work required under this Agreement, shall immediately be removed from association with the Work Authorization when so instructed by the **Owner**. The **Engineer** certifies that the **Engineer** presently has employed sufficient and qualified personnel, and will maintain sufficient and qualified personnel for performance of the services under this Agreement.

14.3 Documents/Information Exchange. The purpose of this Article is to define the required automated resources, format for graphics files, and information exchange. Taking into consideration that the **Owner** has a significant investment in the development of the information provided, there is a need for the **Engineer** to provide consistency in document development for information exchange. Consistency in document development for information exchange and production will help facilitate an economically efficient improvement. Therefore, the **Engineer** shall provide the **Owner** with documents and

information in accordance with the special requirements outlined in **EXHIBIT "B"** attached hereto.

ARTICLE 15

Indemnification

To the fullest extent permitted by applicable law, the **Engineer** and its agents, partners, subcontractors, and consultants (collectively "**Indemnitors**") shall and do agree to indemnify, and hold harmless the **Owner**, the **Owner's** respective directors, elected officials, employees and agents (collectively "**Indemnitees**") from and against all claims, damages, losses, liens, causes of action, suits, judgments and expenses, including attorney fees, of any nature, kind or description (collectively "**Liabilities**") of any person or entity whomsoever arising out of, caused by or resulting from the negligent performance of the **Engineer's** services through activities of the **Engineer**, its agents, partners, subcontractors and/or consultants performed under this Agreement, and which are caused by or result from error, omission, or negligent act of the **Engineer** or of any person employed or contracted by the **Engineer** provided that any such **Liabilities** (1) are attributable to bodily injury, personal injury, sickness, disease or death of any person, or to the injury to or destruction of tangible personal property including the loss of use and consequential damages resulting therefrom and (2) are caused in whole or in part by any negligent act or omission of the **Engineer**, anyone directly or indirectly employed by the **Engineer** or anyone for whose acts the **Engineer** may be legally liable. The **Engineer** shall also save harmless the **Owner** from any and all expense, including, but not limited to, attorney fees which may be incurred by the **Owner** in litigation or otherwise resisting said claim or liabilities which may be imposed on the **Owner** as a result of such activities by the

Engineer, its agents, partners, subcontractors and/or consultants. In this connection, it is agreed and understood that the **Engineer** shall not be responsible for any portion of the liability proximately caused by the **Owner's** negligence.

ARTICLE 16 Joint and Several Liability

In the event more than one of the **Indemnitors** are connected with an accident or occurrence covered by the indemnification in Article 19 hereof, then each of such **Indemnitors** shall be jointly and severally responsible to the **Indemnitees** for indemnification and the ultimate responsibility among such **Indemnitors** for the loss and expense of any such indemnification shall be settled by separate proceedings and without jeopardy to any **Indemnitee**. The provisions of this Article shall not be construed to eliminate or reduce any other indemnification or right which the **Owner** or any of the **Indemnitees** has by law.

ARTICLE 17 Insurance

The **Engineer** shall obtain and maintain insurance in the limits of liability for each of the types of insurance coverage identified as follows:

- (1) Workers' Compensation, endorsed with a waiver of subrogation in favor of the **Owner** in accordance with the statutory obligations imposed by Worker's Compensation or Occupational Disease laws under the Texas Workers' Compensation Law ("**Statutory Texas**").
- (2) Commercial General Liability, endorsed with the **Owner** as an additional insured and endorsed with a waiver of subrogation in favor of the **Owner all to**

the extent of the liabilities assumed by the Engineer under Article 15 and Article 16 herein, in limits of liability not less than one million dollars (**\$1,000,000**) combined single limit each occurrence and in the aggregate for bodily injury and property damage.

- (3) Texas Business Automobile Policy, endorsed with the **Owner** as an additional insured and endorsed with a waiver of subrogation in favor of the **Owner** *all to the extent of the liabilities assumed by the Engineer under Article 15 and Article 16 herein*, in limits of liability not less than two hundred fifty thousand dollars (**\$250,000**) each person for bodily injury, five hundred thousand dollars (**\$500,000**) each occurrence for bodily injury, and one hundred thousand dollars (**\$100,000**) each occurrence for property damage.

- (4) Professional Liability in limits of \$1,000,000 each claim and aggregate.

The **Engineer** covenants and agrees to maintain an insurance policy in the minimum limits of liability for each of the types of insurance coverage identified above. The **Engineer** shall furnish the **Owner** with a certificate of insurance (***Hidalgo County Certificate of Insurance***) showing the said policy to be in full force and effect during the period of service, identified in Article 3 hereto, for this Agreement. The completed ***Hidalgo County Certificate of Insurance*** shall be attached hereto and identified as **EXHIBIT "E"- Hidalgo County Certificate of Insurance**. The **Engineer** will be considered in breach of contract should the **Engineer** fail to maintain an insurance policy in the minimum limits of liability and requirements identified above while performing services for and under this Agreement, and will be subject to default and termination of the Agreement as outlined in Article 3.4

hereto. Additionally, the **Engineer** covenants and agrees to use its best efforts to maintain an insurance policy in the minimum limits of liability and requirements identified above until one year following the date of the acceptance of the Work Authorization by the **Owner**.

ARTICLE 18

Gratuities

The **Owner** mandates that employees of the **Owner** shall not accept any benefits, gifts or favors from any person doing business or who reasonably speaking may do business with the **Owner** under this Agreement; the only exceptions allowed are ordinary business meals. Any person doing business with or who may reasonably seeking to do business with the **Owner** under this Agreement may not make any offer of benefits, gifts or favors to **Owner** employees, except as mentioned herein above. Failure on the part of the **Engineer** to adhere to this provision may result in the termination of this Agreement.

ARTICLE 19

Payment of Franchise Tax

The **Engineer** hereby certifies that the **Engineer** is not delinquent in Texas franchise tax payments, or that the **Engineer** is exempt from, or not subject to, such a tax. A false statement concerning corporation's franchise tax status shall constitute grounds for termination of the Agreement at the sole option of the **Owner**.

ARTICLE 20

Severability

In the event 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.

ARTICLE 21

Notices

All notices to either party by the other required under this Agreement shall be personally delivered or mailed to such party at the following respective addresses:

Owner: Hidalgo County
100 East Cano, 2nd Floor
Edinburg, Texas 78539

Engineer: L & G Engineering Laboratory
2100 W. Expressway 83
Mercedes, TX 78570

The address may be changed by either party by written notice, and notice so mailed shall be effective upon mailing.

ARTICLE 22

Miscellaneous Provisions

(a) This Agreement constitutes the entire Agreement between the **Engineer** and the **Owner** relating to the work herein described, and supersedes any prior understanding or written or oral contracts between the parties respecting the subject matter defined herein. There are no previous or contemporary representations or warranties of the **Owner** or the **Engineer** not set forth herein.

(b) Except as specifically provided herein, no modification, waiver, termination, rescission, discharge, or cancellation of this Agreement or of any terms

thereof shall be binding on the **Owner** unless in writing and executed by an officer or employee of the **Owner** specifically authorized to do so.

(c) No waiver of any provision of or a default under this Agreement shall affect the right of the **Owner** thereafter to enforce said provision or to exercise any right or remedy in the event of any other default, whether or not similar.

(d) No modification, waiver, termination, discharge or cancellation of this Agreement or of any terms thereof shall impair the **Owner's** rights with respect to any liabilities, whether or not liquidated, of the **Engineer** to the **Owner** theretofore accrued.

(e) All rights and remedies of the **Owner** specified in this Agreement are in addition to the **Owner's** other rights and remedies.

(f) The **Engineer** shall remain an independent contractor and shall have no power, nor shall the **Engineer** represent that the **Engineer** has any power, to bind the **Owner** or to assume or to create any obligation express or implied on behalf of the **Owner** except as specifically authorized in advance by the **Owner**.

(g) The Agreement shall be construed under the laws of the State of Texas and is performable in Hidalgo County, Texas.

(h) This Agreement may only be amended by a written document executed by the **Owner** and the **Engineer** as provided by Article 7 herein.

ARTICLE 23

Signatory Warranty

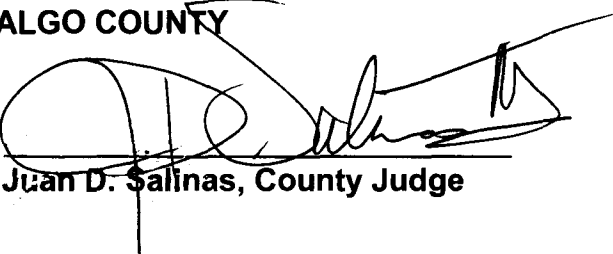
The undersigned signatory or signatories for the **Engineer** hereby represent and warrant that the signatory is an officer of the organization for which he or she has executed

this Agreement, and that he or she has full and complete authority to enter into this Agreement on behalf of the **Engineer**. The above-stated representations and warranties are made for the purpose of inducing the **Owner** to enter into this Agreement.

IN WITNESS WHEREOF, the **Engineer** and the **Owner** have caused this **Agreement for Professional Services** to be effective as of the **September 2, 2008**.

OWNER:

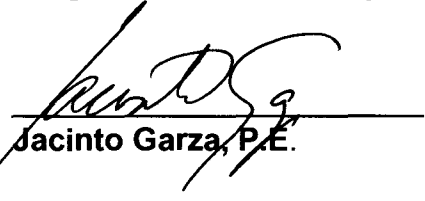
HIDALGO COUNTY

BY: 

Juan D. Salinas, County Judge

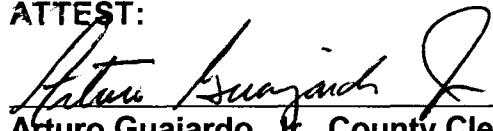
ENGINEER:

L&G Engineering Laboratory

BY: 

Jacinto Garza, P.E.

ATTEST:


Arturo Guajardo, Jr., County Clerk

Approved as to form:

Approved by Commissioners' Court on 09/02/08

Atlas & Hall L.L.P.


By: Stephen L. Crain

ATTACHMENTS:

EXHIBIT A	-Scope of Services to be Provided by the Owner
EXHIBIT B	-Scope of Services to be Provided by the Engineer
EXHIBIT C	-Fee Breakdown
EXHIBIT D	-Engineer's Contract Rates
EXHIBIT E	-Certificate of Insurance (<i>Hidalgo County</i>)

EXHIBIT "A"

**SCOPE OF SERVICES
BY THE OWNER**

EXHIBIT "A"
Scope of Services to be Provided by Owner

PROJECT: Hidalgo County Sheriff's Office Substation for the Precinct #1 Area

GENERAL

The **Owner** will provide to **L&G Engineering Laboratory** the following:

- (1) Authorization to begin geotechnical work and Right-of-Entry to perform work.
- (2) Payment for work performed by the **Laboratory** and accepted by the **Owner**.
- (3) Assistance to the **Laboratory**, as necessary, to obtain the required data and information from other local, regional, **State** and Federal agencies that the **Laboratory** cannot easily obtain.
- (4) Provide any available relevant data the **Owner** may have on file concerning the project.
- (5) Provide timely review and decisions in response to the **Laboratory's** request for information and/or required submittals and deliverables, in order for the **Laboratory** to maintain the agreed-upon work schedule prepared in accordance with **ATTACHMENT "C"** attached hereto.
- (6) Attend and participate in progress meetings as required and as coordinated and conducted by the **Laboratory**.

L&G Engineering Laboratory, LLC
The County of Hidalgo

EXHIBIT "B"

**SCOPE OF SERVICES
BY ENGINEER**

EXHIBIT "B"
Scope of Services to be Provided by Laboratory

PROJECT: Hidalgo County Sheriff's Office Substation for the Precinct #1 Area

GENERAL

The Scope of Work will entail that **L&G Engineering Laboratory** provide to **The County of Hidalgo** a Geotechnical Report for the aforementioned project. The Geotechnical Report will include the following:

- (1) Boring logs with location maps and figures describing the general contour of the proposed construction site.
- (2) Net allowable bearing capacity of the in situ soils along with the corresponding factor of safety used in our calculations.
- (3) Minimum and maximum founding depths and sizes of foundations needed to achieve maximum bearing capacity.
- (4) Effects of foundation size on allowable bearing capacity.
- (5) Potential for soil expansion/contraction due to changes in soil moisture.
- (6) Foundation design parameters for WRI and PTI foundation designs.
- (7) Drilled shaft analysis, if applicable.
- (8) Soil improvement methods and procedures, if applicable.
- (9) Recommendations for construction and inspection.
- (10) Additional considerations and recommendations where applicable.
- (11) Pavement thickness recommendations.

L&G Engineering Laboratory, LLC
The County of Hidalgo

EXHIBIT "C"

FEE BREAKDOWN

EXHIBIT "C"
Work Schedule

PROJECT: Hidalgo County Sheriff's Office Substation for the Precinct #1 Area

The **Laboratory** will provide the deliverables for this work authorization as follows:

- Drilling operations can begin within two (2) to three (3) days following notice to proceed, staking of the borings, clearing the boring locations of utilities and site and weather conditions permitting.
- Drilling operations will take approximately two (2) to three (3) days to complete.
- Report and engineering analyses will be completed within two (2) weeks after completion of the drilling operations.

The Laboratory will inform the Owner (in reasonable advance of the delay) should the Laboratory encounter delays that would prevent the performance of all work in accordance with the above work schedule.

EXHIBIT "D"

**ENGINEER'S
CONTRACT RATES**

EXHIBIT "D"
Cost Proposal

PROJECT: Hidalgo County Sheriff's Office Substation for the Precinct #1 Area

Please see attached Fee Schedule for the **Engineer's** contract rates and estimate.

L&G Engineering
The County of Hidalgo

EXHIBIT "D"
Cost Proposal

PROJECT: Hidalgo County Sheriff's Office Substation for the Precinct #1 Area

Please see attached Fee Schedule for the **Engineer's** contract rates and estimate.

Fee Schedule
Geotechnical Engineering and Laboratory Testing Services
Hidalgo County Sheriff's Office Substation - Weslaco, TX

	SERVICES		UNITS	UNITS	UNIT COST	TOTAL COST
I.	Project Management / Review					
	A. Principal/Project Manager/Review		Hours	2	\$ 130.00	\$ 260.00
	B. Senior Project Engineering Specialist		Hours	8	\$ 85.00	\$ 680.00
	C. Typing and Clerical		Hours			
	D. Lodging		Day			
	E. Mileage		Mile			
	F. Air Travel		Trip			
II.	Utility Clearances / Boring Locates					
	A. Technician (Locate Borings)(Util Clr)		Hours	2	\$ 42.00	\$ 84.00
	B. Staff Engineer/Geologist/Scientist		Hours			
	C. Rebar (stakes with impalement covers)		Cost +12.5%			
	D. Vehicle Charge		Lump Sum			
	E. Mileage		Mile	25	\$ 0.500	\$ 12.50
III.	Field Exploration					
A	Mobilization/Demobilization		Lump Sum	1	\$ 400.00	\$ 400.00
B	Field Exploration					
	1. Soil Drilling THD Cone		Feet			
	2. Soil Drilling - Standard Penetration		Feet	90	\$ 14.00	\$ 1,260.00
	3. Field Logger / Engineering Tech		Hour	10	\$ 42.00	\$ 420.00
	4. 24 Hr. Water Level Obs./Cover Boreholes		Hour	2	\$ 42.00	\$ 84.00
	5. Piezometers		Each			
	7. Support Vehicle Charge		Mile	25	\$ 0.50	\$ 12.50
IV.	Engineering Data Analysis / Report					
	1. Staff Engineer		Hours	8	\$ 110.00	\$ 880.00
	2. Engineering Spec. (Soil Classification)		Hours	3	\$ 85.00	\$ 255.00
	3. Engineering Spec. (Logs & Report)		Hours	3	\$ 85.00	\$ 255.00
	4. Moisture Content		Ea.	33	\$ 7.00	\$ 231.00
	5. Atterberg Limits		Ea.	12	\$ 55.00	\$ 660.00
	6. -200 Determination		Ea.	12	\$ 50.00	\$ 600.00
	7. Consolidation Tests		Ea.	1	\$ 65.00	\$ 65.00
	8. Un-Confined Compression		Ea.	6	\$ 50.00	\$ 300.00
	9. Unit Dry Weight		Ea.	4	\$ 25.00	\$ 100.00
	10. Hydrometer Analysis		Ea.	1	\$ 65.00	\$ 65.00
Project Total					\$	6,624.00

Geotechnical Engineering & Laboratory Testing Services

Hidalgo County Sheriff's Office Substation		MANHOURS					
		Senior Project Manager	Geotechnical Engineer	E.I.T.	Admin/Clerical	Total	
TASK							
1	Bearing Capacity Analysis			6		6	
2	PVR Calculations		2	3		5	
3	Value Engineering/Recommendations	2	3	3		8	
4	AASHTO Pavement Design		1	2		3	
5	Geotechnical Report	2	4	15	2	23	
7	Meeting and Coordination	1	2	2		5	

LINE ITEM EXPENSES

Printing Reproduction

Laboratory Testing

Total Expenses

L&G Laboratory Total Cost

\$ 12,828.71

EXHIBIT "E"

CERTIFICATE OF INSURANCE

ACORD. CERTIFICATE OF LIABILITY INSURANCEDATE (MM/DD/YYYY)
06/23/08

PRODUCER Hilb Rogal & Hobbs (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.	
INSURED L & G Engineering Laboratory LLC 2100 W Expressway 83 Mercedes, TX 78570	INSURERS AFFORDING COVERAGE INSURER A: Travelers Lloyds Insurance Company INSURER B: Travelers Indemnity INSURER C: SOUTHERN VANGUARD INSURANCE COMPANY INSURER D: Steadfast Insurance Co. INSURER E:	NAIC # 39357 25682 26387

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC	PACP2543B748TLC08	07/19/08	07/19/09	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
B		AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS GARAGE LIABILITY ☐ ANY AUTO	BA3052L0108	07/19/08	07/19/09	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
B		EXCESS/UMBRELLA LIABILITY ☒ OCCUR ☐ CLAIMS MADE DEDUCTIBLE ☒ RETENTION \$ 10000	CUP7142Y40ATCT08	07/19/08	07/19/09	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$ \$ \$
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	TSV000267901	07/23/08	07/23/09	☒ WC STATU-TORY LIMITS ☐ OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D		OTHER Professional	PEC9670605	07/19/08	07/19/09	\$2,000,000 Ea. Claim \$2,000,000 Aggregate \$10,000 Ded. Ea. Claim

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

**** Workers Comp Information ****

Blanket Waiver of Subrogation

**** Supplemental Name ****

(See Attached Descriptions)

CERTIFICATE HOLDER**CANCELLATION**

Hidalgo County Purchasing Dept.
 2812 S Business Hwy 281
 Edinburg, TX 78539

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL _____ 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

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

DESCRIPTIONS (Continued from Page 1)

First Supplemental Name applies to all policies - L & G Engineering Laboratory LLC

AI-25984

10.D.

**Renewal/Extension-C-10-009-04-13-Universal Truckers
CC CONSENT**

Date: 04/05/2011
Submitted By: Vangie Garcia, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department

Information

CAPTION

Requesting approval to exercise the option to renew the one (1) year extension for Contract #C-10-009-04-13 with Bernardo Saenz, Jr. d/b/a Universal Truckers, Inc. for Hauling Services Of All Road Materials-Precinct No. 1 as stipulated and provided in the contract/specifications under the same rates, terms and conditions.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1200-431-00-121-005-0-346
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
Available balance as of 3-31-11 \$200,203.91.

Attachments

Link: [Extension Letter and Contract](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	03/30/2011 02:58 PM	APRV
2	Budget & Management	Erika Zamora	03/30/2011 04:06 PM	APRV
3	Ivan Cantu	Ivan Cantu	03/31/2011 08:00 AM	APRV
4	Auditor's Office		03/31/2011 03:57 PM	NEW

Form Started By: Vangie Garcia
Started On: 03/29/2011 09:29 AM
Final Approval Date: 03/31/2011



Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626 / Fax: (956) 318-2629

March 30, 2011

Bernardo Saenz Jr.
dba Universal Trucker, Inc.
Attn: Bernardo Saenz, Jr.
P.O. Box 653
Alamo, Texas 78516

Via: Certified Mail #7099-3220-0002-9745-7026
Email: bernardosaenz95@yahoo.com

Re: Extension Of Service Contract No: C-10-009-04-13
"Hauling Services For All Road Materials"

Dear Mr. Saenz:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's sole option to exercise its' option to extend its' final year as provided under the Contract for Hidalgo County. Extension will be at the same rates, terms and conditions.

This notice will be sent via certified mail as well as by email, please forward back this acknowledge receipt of notice of such request in order to proceed forward in placement on the Commissioners' Court meeting of **Tuesday, April 5, 2011** for discussion, consideration and action, by signing below and returning to the Purchasing Department, by no later than **11:00 a.m., Wednesday, March 31, 2011 or sooner**, via facsimile to (956) 956-318-2629 or email to: evangelina.garcia@co.hidalgo.tx.us so as to meet the agenda request form deadlines.

By: _____

Date: _____

Additionally, we are requesting your company provide an updated certificate of insurance as required through Hidalgo County's Request for (Bid, Quote, Proposal, Statement of Qualification). I believe that your auto insurance is expired and needs to be submitted along with this request.

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

Sincerely,

Vangie Y. Garcia, Contract's Manager
Hidalgo County Purchasing Department

THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

**SERVICE CONTRACT
C-10-009-04-13**

THIS CONTRACT is made and entered into this **13th** Day of **April, 2010** by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and **Universal Truckers, Inc.** ("Company").

WHEREAS, Company responded to advertised notices for bids for **"Hauling Services For All Road Materials for Precinct No.1"** 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 agree that this Contract is entered into in order to provide the Services to locations at **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 **Commissioners' Court** or their designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period of one year effective **April 29, 2010** and ending on **April 28, 2011.** Hidalgo County at its sole discretion elect the option to extend the contract for one (1) additional year at the same rates, terms and conditions and may further extend an additional sixty (60) days grace period at the end of the contract term due to any unforeseen delay in the procurement process, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first.

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

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services

and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

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

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

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

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

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

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

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

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

If to Company	Universal Truckers, Inc. P.O. Box 653 Alamo, Texas 78516

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 without cause by County with thirty day's written notice prior to cancellation.

15. The contract may be terminated without cause upon thirty (30) days

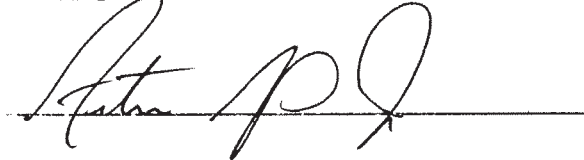
written notice by County.

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

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

WITNESS our hands in duplicate originals this 20 day of April, 2010.

ATTEST:



Arturo Guajardo Jr., County Clerk

COUNTY OF HIDALGO

By: 
Rene A. Ramirez, County Judge

COMPANY: UNIVERSAL TRUCKE

By: Seloz

Printed Name: BERNARDO SAENZ JR

Title: OWNER

APPROVED BY COMMISSIONES COURT: 4-13-10

APPROVED AS TO FORM:

Atlas & Hall, L.L.P.

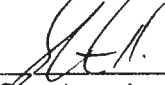
By: 
Stephen L. Crain

**EXHIBIT “A”
REQUEST FOR BIDS (RFB)
PROCUREMENT PACKET**

EXHIBIT "A"

Hidalgo County Precinct No. 1
"Hauling Services for All Road Materials"
BID No. 2010-009-02-17-SMA
SPECIFICATIONS/REQUIREMENTS

SPECIFICATIONS/REQUIREMENTS/TERMS & CONDITIONS

It is intended that all hauling of road materials will be within Hidalgo County Precinct No. 1 - and will be awarded on a per ton basis, per mile radius. This bid price will be for the duration of one (1) year with the County's option to renew for an additional one (1) year. Hauling services will be on an "**As Needed Basis**" by the precinct.

- 1) Road materials (i.e. crushed caliche, sand, gravel, hot mix and cold mix) will be hauled from vendor pits that are currently holding the contract for material bids. Vendor(s) stated are presently on Contract for the materials; however, vendors may change due to contract expiration during the term of this bid. Awarded vendor(s) will be advised.

Location of current pits and plants are as follows:

- **Cold Laid** - Frontera Materials (La Joya Plant)
 - **Type D Hot Mix- Gravel** (Frontera Materials Progreso Plant)
 - **Type D Hot Mix - Limestone** (Frontera Materials Progreso Plant)
 - **Crushed Caliche** – Martin Marietta-(2 miles S. of Intersection FM 1017 & FM 3250 on 3250 Jericho Pitt-Linn, Tx.
- 2) Hidalgo County reserves the right to award the low bid on a per ton/per mile radius basis to one bidder or to multiple bidders if the County determines it is in its best interest to do so.
 - 3) **Bid price for the services must be per ton basis, per mile radius on an "As Needed Basis".**
 - 4) Hidalgo County is requesting the minimum of **Five (5) vendor owned hauling trucks** (proof of ownership (title) shall be furnished along with your bid) to be available on an as needed basis with a minimum of twenty-two tons (22) per load. Please note the make, year, model, vehicle identification number, license plates and capacity of your hauling trucks on Exhibit-"E".
 - 5) Insurance Certificates (Exhibit "C") must be submitted to the Purchasing Department for approval prior to any services being performed by the awarded bidder.
 - 6) The bidder(s) awarded the contract must furnish proof of possessing all necessary licenses, ownership (title for all owned vehicles) and permits pertaining to this project. Copies of all licenses, permits must be submitted to the Hidalgo County Purchasing Department with bid.
 - 7) The bidder(s) awarded the contract **cannot** engage the services of a **subcontractor without prior written consent of Hidalgo County** to perform services hereunder. The successful bidder(s) must present evidence that the proposed subcontractor possess all the necessary licenses and permits to perform the services and that subcontractor has obtained the required insurance.

EXHIBIT "A"
Hidalgo County Precinct No. 1
"Hauling Services for All Road Materials"
BID No. 2010-009-02-17-SMA
SPECIFICATIONS/REQUIREMENTS

- 8) Contractual agreement is not exclusive, as Precinct No. 1 may use own hauling vehicles when necessary.
- 9) Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty (30) day's written notice prior to cancellation.
- 10) After bid is awarded and lowest bidder(s) default s in meeting the general instructions to bidders and/or comply with contract agreement, Hidalgo County reserves the right to seek services from the next low bidder. In such event, County shall charge the successful bidder the difference for any additional cost of such item.
- 11) 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.
- 12) Term of Contract shall be for the period of one (1) year with the County's option to extend for one (1) additional year on an **"As Needed Basis"**.
- 13) Hidalgo County reserves the right to continue this bid for an additional sixty (60) day Grace Period at the end of the contract term for unforeseen delay in award of new bid for next contract term.
- 14) 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 advantageous to the County.
- 15) **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.

EXHIBIT "A"

Hidalgo County Precinct No. 1
"Hauling Services for All Road Materials"
BID No. 2010-009-02-17-SMA
SPECIFICATIONS/REQUIREMENTS

- 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.

EXHIBIT "A"

Hidalgo County Precinct No. 1
"Hauling Services for All Road Materials"
BID No. 2010-009-02-17-SMA
SPECIFICATIONS/REQUIREMENTS

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.

16) **ADDITIONAL INFORMATION**

Hidalgo County is requesting that any and all questions, inquiries, and clarifications regarding quotes, bids, proposals, or statements of qualifications be addressed to, Martha L. Salazar, CPPB, Purchasing Agent, Attn: Sandra Montalvo, 2812 S. Business Hwy. 281, Edinburg, Texas 78539.
TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE TO (956) 292-7612 OR VIA E-MAIL TO sandra.montalvo@co.hidalgo.tx.us by NO LATER THAN WEDNESDAY, February 10, 2010 BY 5:00 P.M. Responses will be sent to all applicants via facsimile or e-mail by no later than **FRIDAY, February 12, 2010 BY 5:00 P.M.**

EXHIBIT "B"
BID PAGE
HIDALGO COUNTY PRECINCT NO. 1
"HAULING SERVICES FOR ALL ROAD MATERIALS"
BID NO. 2010-009-02-17-SMA

PART I

Award will be based on the lowest bid per ton per mile radius meeting all required specifications.

Location of Plant		Radius	Total Cost Per Ton	Fuel Costs Percentage Per Ton	Current/Base Fuel Cost:
COLD MIX- (FRONTERA MATERIALS)	LA JOYA PLANT	01-10 miles	\$	%	\$
		11-20 miles	\$	%	\$
		21-30 miles	\$	%	\$
		31-40 miles	\$	%	\$
		41-50 miles	\$	%	\$
		51-60 miles	\$	%	\$
		61-70 miles	\$	%	\$
		71-100 miles	\$	%	\$
(FRONTERA MATERIALS) Type D -Hot Mix-Gravel Type D- Hot Mix-Limestone	PROGRESO PLANT	01-10 miles	\$	%	\$
		11-20 miles	\$	%	\$
		21-30 miles	\$	%	\$
		31-40 miles	\$	%	\$
		41-50 miles	\$	%	\$
		51-60 miles	\$	%	\$
		61-70 miles	\$	%	\$
		71-100 miles	\$	%	\$
(MARTIN MARIETTA) Crushed Caliche-	2 miles S of Intersection FM 1017 & FM 3250 on 3250 Jericho Plt Linn, Tx	01-10 miles	\$	%	\$
		11-20 miles	\$	%	\$
		21-30 miles	\$	%	\$
		31-40 miles	\$	%	\$
		41-50 miles	\$	%	\$
		51-60 miles	\$	%	\$
		61-70 miles	\$	%	\$
		71-100 miles	\$	%	\$

EXHIBIT "B"
BID PAGE
HIDALGO COUNTY PRECINCT NO. 1
"HAULING SERVICES FOR ALL ROAD MATERIALS"
BID NO. 2010-009-02-17-SMA

PART II.

Bid Price Adjustment By Hidalgo County Precinct No. 1

At the time of bid opening South Texas is experiencing historic high fuel prices. Therefore, Hidalgo County Precinct No. 1 is requesting pricing adjustments based on the following:

A Fuel Cost Base Bid Price for project will be based on the OPIS Fuel Index for February 12, 2010. For each 10% (increase or decrease) in the current OPIS Index of February 12, 2010 during the contract term, the fuel cost(s) portion of the awarded bid price(s) will be adjusted accordingly. (As per above samples, a 10% increase is reflected as follows: \$ 1.00=\$1.10 and \$ 1.10=\$1.21; a 10% decrease is reflected as follows: \$1.00=\$0.90 and \$1.10=\$0.99)

In the event you submit an invoice reflecting a price change under this provision, the Hidalgo County Precinct No. 1 will only honor the change if a copy of the OPIS report on which the change is based accompanies the invoice. Additionally, the Hidalgo County Precinct No. 1 reserves the right to independently verify changes in OPIS pricing and to modify an invoice amount based on a 10% change in the OPIS Index.

In determining whether price changes are permitted hereunder, vendor must submit the appropriate OPIS Index issued on the date of the vendor's billing invoice.

Acknowledgment and agreement to Bid Price Adjustment Part I & II for the term of the contract including any grace period extension.

Signature of Vendor

Date

Print Name of Vendor

EXHIBIT "C"
Insurance Requirements
Applicable to the Acquisition of Goods and /or Services
(other than Professional Services)

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

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

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

Revised 10/01/08

ACORD		CERTIFICATE OF INSURANCE		DATE (MM/DD/YY)	
PRODUCER		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.			
INSURED		INSURERS AFFORDING COVERAGE			
		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	GENERAL LIABILITY				EACH OCCURRENCE \$
	☐ COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire) \$
	☐ CLAIMS MADE OCCUR				MEDICAL (Any one person) \$
	☐ OWNER'S & CONT PROT				PERSONAL & ADV INJURY \$
	☐ OWNER'S PROTECTIVE LIABILITY				ANNUAL AGGREGATE \$
	☐ GEN L AGGREGATE LIMIT APPLIES PER POLICY PROJECT ☐ LOC				PRODUCTS - COMP/OP \$
B	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident) \$
	☐ ANY AUTO				BODILY INJURY (Per person) \$
	☐ ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	☐ SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
	☐ HIRED AUTOS				
	☐ NON-OWNED AUTOS				AUTO ONLY-EA ACCIDENT \$
C	GARAGE LIABILITY				OTHER THAN AUTO ONLY EA ACC AGG \$
	☐ ANY AUTO				EACH OCCURRENCE \$
	☐ EXCESS LIABILITY				AGGREGATE \$
	☐ OCCUR ☐ CLAIMS MADE				\$
	☐ DEDUCTIBLE				\$
	☐ RETENTION \$				\$
D	WORKERS COMPENSATION AND EMPLOYER'S LIABILITY				WC STATUS ☐ OTHER TORY LIMITS
					E.L. EACH ACCIDENT \$
					E.L. DISEASE-EA EMPLOYEE \$
					E.L. DISEASE-POLICY LIMIT \$
	OTHER				
DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS					
County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.					
CERTIFICATE HOLDER		ADDITIONAL INSURED: INSURER LETTER:		CANCELLATION	
Hidalgo County Attn: Purchasing Department 2812 S Highway Bus. 281 Edinburg, Texas 78539		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES			
		AUTHORIZED REPRESENTATIVE			

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 PAGE MUST BE SUBMITTED WITH BID)

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

(THIS PAGE MUST BE SUBMITTED WITH BID)

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE For vendor or other person doing business with local governmental entity		FORM CIQ
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	
1 Name of person who has a business relationship with local governmental entity.		
2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)		
3 Name of local government officer with whom filer has employment or business relationship. Name of Officer This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary. A Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire? ☐ Yes ☐ No B Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity? ☐ Yes ☐ No C Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more? ☐ Yes ☐ No D Describe each employment or business relationship with the local government officer named in this section		
4		
Signature of person doing business with the governmental entity		Date

Adopted 05/29/2007

(Copy of receipt and this form must be submitted with bid)

HIDALGO COUNTY **PURCHASING DEPARTMENT** **Bidder/Vendor Application**

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department
thru Facsimile: (956) 318-2629 or (956) 292-7612
in person or regular mail to:
Mailing/Postal Address: 2812 S. Business Hwy. 281
Physical Address: 2802 S. Business Hwy. 281
Edinburg, Texas 78539
or e-mail: purchasing@co.hidalgo.tx.us

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

(THIS PAGE MUST BE SUBMITTED WITH BID)

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: _____

(THIS PAGE MUST BE SUBMITTED WITH BID)

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/
Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶

☐ Exempt from backup
withholding

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

| | | + | | | |

or

Employer identification number

| + | | | | | |

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign
Here

Signature of
U.S. person ▶

Date ▶

Purpose of Form

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

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

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

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

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

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

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

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

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

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

• The U.S. grantor or other owner of a grantor trust and not the trust, and

• The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

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

Nonresident alien who becomes a resident alien.

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

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

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

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

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

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

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

Payments you receive will be subject to backup withholding if:

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

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

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

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

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

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

Penalties

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

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

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

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

Specific Instructions

Name

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

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

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

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

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

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

Exempt From Backup Withholding

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

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

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

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

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
2. The United States or any of its agencies or instrumentalities,
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,
7. A foreign central bank of issue,
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
9. A futures commission merchant registered with the Commodity Futures Trading Commission,
10. A real estate investment trust,
11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
12. A common trust fund operated by a bank under section 584(a),
13. A financial institution,
14. A middleman known in the investment community as a nominee or custodian, or
15. A trust exempt from tax under section 664 or described in section 4947.

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

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

¹See Form 1099-MISC, Miscellaneous Income, and its instructions.

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

Part I. Taxpayer Identification Number (TIN)

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

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

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

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

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

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

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

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

Part II. Certification

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

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

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

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

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

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

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

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

What Name and Number To Give the Requester

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

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

² Circle the minor's name and furnish the minor's SSN.

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

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

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

Privacy Act Notice

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

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

Certification Regarding Debarment, Suspension and Ineligibility

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

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

Signature: _____
Print Name: _____
Title: _____
Telephone Number: _____
Date: _____

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

(THIS PAGE MUST BE SUBMITTED WITH BID)

**EXHIBIT “B”
VENDOR’S BID**

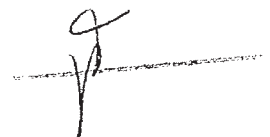
EXHIBIT "B"
BID PAGE
HIDALGO COUNTY PRECINCT NO. 1
"HAULING SERVICES FOR ALL ROAD MATERIALS"
BID NO. 2010-009-02-17-SMA

PART I

Award will be based on the lowest bid per ton per mile radius meeting all required specifications.

Location of Plant		Radius	Total Cost Per Ton	Fuel Costs Percentage Per Ton	Current/Base Fuel Cost
COLD MIX- (FRONTERA MATERIALS)	LA JOYA PLANT	01-10 miles	\$ 4.95	40%	\$ 1.98
		11-20 miles	\$ 4.95	%	\$
		21-30 miles	\$ 6.25	%	\$
		31-40 miles	\$ 6.25	40%	\$ 2.50
		41-50 miles	\$ 6.25	%	\$
		51-60 miles	\$ 6.50	%	\$
		61-70 miles	\$ 6.50	40%	\$ 2.60
		71-100 miles	\$	%	\$
(FRONTERA MATERIALS) Type D - Hot Mix-Gravel Type D- Hot Mix-Limestone	PROGRESO PLANT	01-10 miles	\$	%	\$
		11-20 miles	\$	%	\$
		21-30 miles	\$ 9.25	40%	\$ 3.70
		31-40 miles	\$ 9.25	%	\$
		41-50 miles	\$	%	\$
		51-60 miles	\$	%	\$
		61-70 miles	\$	%	\$
		71-100 miles	\$	%	\$
(MARTIN MARIETTA) Crushed Caliche-	2 miles S of Intersection FM 1017 & FM 3250 on 3250 Jericho Pit Linn, Tx	01-10 miles	\$ 4.95	%	\$ 1.98
		11-20 miles	\$ 4.95	%	\$
		21-30 miles	\$	40%	\$
		31-40 miles	\$ 6.25	%	\$ 2.50
		41-50 miles	\$ 6.25	%	\$
		51-60 miles	\$	%	\$
		61-70 miles	\$ 6.50	%	\$ 2.60
		71-100 miles	\$ 6.50	%	\$

OPENED
9:48am
2-17-2010
Witnessed



HIDALGO COUNTY PRECINCT NO. 1
“HAULING SERVICES FOR ALL ROAD MATERIALS”

AWARDED ITEMS TO:
UNIVERSAL TRUCKERS, INC.

Location of Plant		Radius	Total Cost Per Ton
COLD MIX (Frontera Materials)	LA JOYA PLANT	21-30 miles	\$4.95
		31-40 miles	\$6.25
		41-50 miles	\$6.25
		51-60 miles	\$6.25
		61-70 miles	\$6.50
		71-100 miles	\$6.50
HOT MIX Type D-Gravel & Limestone (Frontera Materials)	PROGRESO PLANT	61-70 miles	\$9.25
		71-100 miles	\$9.25
Crushed Caliche (Martin Marietta)	2 miles S of Intersection FM 1017 & FM 3250 on 3250 Jericho Pit Linn, Tx	41-50 miles	\$6.25
		51-60 miles	\$6.25
		61-70 miles	\$6.50
		71-100 miles	\$6.50

EXHIBIT “C”
INSURANCE REQUIREMENTS

ACORD™ CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 02/12/2011
PRODUCER H. CAMPOS INSURANCE AGENCY 115 S. CAGE BLVD PHARR, TX 78577		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
INSURED Bernardo Saenz Jr. DBA Universal Truckers Inc. P.O. Box 653 Alamo Tx 78516		INSURERS AFFORDING COVERAGE INSURER A: Hallmark County Ins. Co. INSURER B: Natl Interstate Ins. Co. INSURER C: Texas Mutual Ins. Co. INSURER D: INSURER E:
		NAIC #

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	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
B			GENERAL LIABILITY	BDGL-021110	11/10/2010	11/10/2011	EACH OCCURRENCE
			☒ COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Per occurrence)
			☐ CLAIMS MADE ☐ OCCUR				MED EXP (Any one person)
			GEN'L AGGREGATE LIMIT APPLIES PER:				PERSONAL & ADV INJURY
			☐ POLICY ☐ PRO-JECT ☐ LOC				GENERAL AGGREGATE
A			AUTOMOBILE LIABILITY	SCA-0056032	2/6/2011	2/6/2012	COMBINED SINGLE LIMIT (Per accident)
			☐ ANY AUTO				BODILY INJURY (Per person)
			☒ SCHEDULED AUTOS				BODILY INJURY (Per accident)
			☐ HIRED AUTOS				PROPERTY DAMAGE (Per accident)
			☐ NON-OWNED AUTOS				
			GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT
			☐ ANY AUTO				OTHER THAN EA ACC
			EXCESS/UMBRELLA LIABILITY				AGG
			☐ OCCUR ☐ CLAIMS MADE				EACH OCCURRENCE
			☐ DEDUCTIBLE				AGGREGATE
			RETENTION \$				
C			WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	0001126798	11/10/2010	11/10/2011	☒ WC STATU-TORY LIMITS
			ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT
			If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE
			OTHER				E.L. DISEASE - POLICY LIMIT

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

1995 FRHT-598016 1998 VOLV-747026 1998 FRHT-H55597 1999 FRHT-A00773 1997 FRHT-70489 1999 FRHT-A06750
 1999 INTR -042988 1993 FRHT-448200 1993 FRHT-490187 1998 FRHT-898863 2000 FRHT-F54400 1998 FRHT-A00351
 1995 FRHT-A75446 1999 KW -758969 1999 KW -791172 1998 FRHT-592804 1999 KW -799956 1995 KW -662344
 1999 VOLV-764939 1998 KW -771508 1998 FRHT-01005 ANY ATTACHED TRAILER Hidalgo County Pct 1

CERTIFICATE HOLDER

Additional Insured:
HIDALGO COUNTY
 Attn: Purchasing Department
 2812 S. Highway Bus 281
 Edinburg, Texas 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL _____ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

H. Campos

ACORD 25 (2001/08)

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AI-25852

10.E.

**Authority to Advertise/ Additional Welding Supplies and Misc. Equipment
CC CONSENT**

Date: 04/05/2011
Submitted By: Sandy Suarez, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department

Information

CAPTION

Requesting authority to advertise and approval of procurement packet (i.e. specifications/requirement, legal notice, draft requirement agreement, etc.) as attached hereto for: Hidalgo County-" Additional Welding Supplies and Misc. Equipment"- RFB No.: 2011-028B-04-27-SGS.

BACKGROUND

The Contract will be effective upon approval by Commissioner's Court and will terminate at the same time the existing contract Bid No. 2011-028a-01-12-SGS awarded on 03/29/11 , Agenda Item #25797

Proposed schedule of Events

1st Advertisement: April 09, 2011
2nd Advertisement: April 16, 2011
Bid Opening Date: April 27, 2011

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: various
FUNDS AVAILABLE Y/N?: see attach MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

See exp report for possible funding sources and availability of funds.
No funding required at this time.
Purchases will be on an as needed basis.

Attachments

Link: Procurement Packet-Draft contract
Link: exp report

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	03/30/2011 02:56 PM	APRV
2	Budget & Management	Erika Zamora	03/30/2011 04:05 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	03/31/2011 07:49 AM	APRV

4 Auditor's Office Linda Fong 03/31/2011 02:37 PM APRV
Form Started By: Sandy Suarez Started On: 03/18/2011 03:13
PM
Final Approval Date: 03/31/2011



Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

MEMORANDUM

(APPROVAL OF SPECIFICATIONS)

TO: Hon. Joel Quintanilla, Commissioner
Hidalgo County Precinct No. 1

ATTN: Eddy Gonzalez, Exec. Asst. Of Community Affairs

FROM: Sandra Suarez, Buyer II
Hidalgo County Purchasing Department

DATE: February 16, 2011

RE: Approval or Disapproval of Specifications for: BID NO. -2011-0283-00-00-SGS-Hidalgo County
"ADDITIONAL WELDING SUPPLIES AND MISC. EQUIPMENT"

Please review the following **SPECIFICATIONS** and indicate if they meet all your requirements by selecting **APPROVE**, **DISAPPROVE (or) APPROVED WITH MODIFICATIONS** and signing below. If your answer is **DISAPPROVE**, please make any modifications necessary to the specifications and return the revised copy to the designated Buyer in the Purchasing Department.

If you have any questions, please call me at (956) 318-2626 ext# 4860.

APPROVE ☒	DISAPPROVE ☐
APPROVED WITH MODIFICATIONS ☐	

FUNDS AVAILABILITY: ☒ Yes / ☐ No

Other (specify) 1-1100-432-00-121-001-0 679

BUDGET ACCOUNT #: 1-1100-452-00-121-013-0 - 679

1-1200-431-00-121-005-0 679

	<u>Noe Monter</u>	<u>P. 1</u>	
AUTHORIZED SIGNATURE	PRINTED NAME	DEPARTMENT	DATE

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 292-7612 or e-mail: sandy.suarez@co.hidalgo.tx.us by no later than, FEBRUARY 22, 2011 @ 4:00 P.M.

Enclosures

Pat

sandy.suarez

From: yoli [yolanda.cisneros@co.hidalgo.tx.us]
Sent: Tuesday, March 08, 2011 10:58 AM
To: 'sandy.suarez'
Subject: RE: 2011-028A "Welding Supplies and Other Items" and 2011-028B "Additional Welding Supplies & Misc Equipment" Reminder

Importance: High

Please let this serve as memo to recommend the lowest bidder as indicated on the specifications for the welding supplies.

As per Mr. Cuellar, he mentioned that was already sent to your department several times.

From: sandy.suarez [mailto:sandy.suarez@co.hidalgo.tx.us]
Sent: Friday, March 04, 2011 4:39 PM
To: yoli.cisneros@co.hidalgo.tx.us; roque.cavazos@co.hidalgo.tx.us
Subject: 2011-028A "Welding Supplies and Other Items" and 2011-028B "Additional Welding Supplies & Misc Equipment" Reminder
Importance: High

Good Afternoon,

I need the Memo of Recommendation for project # 2011-028A "Welding Supplies and Other Items", so that I may proceed to award this project and the Memo of Approval of Specifications for 2011-028B "Additional Welding Supplies & Misc Equipment" please. The extension for this contract is due to expire in April. We really don't have much time to work with it, 2011- 28B is going to concur with the same contract expiration date as 2011-28A. and I still need to request to advertise and go out for bids. It is important that I receive it as soon as possible please.

Thank you,

Sandy Suarez, Buyer II
Hidalgo County Purchasing Department
2802 South Bus. Hwy 281
Edinburg, Texas 78539
(956) 292-7000 ext. 4860
(956) 318-2629 fax
sandy.suarez@co.hidalgo.tx.us

03/08/11 Pct 2 sent this response to my request. I did not receive any documentation from them pertaining to these two projects. Spoke to Darlene okay to proceed w/projects. Sandy Suarez

Act #'s follow.

sandy.suarez

From: yoli [yolanda.cisneros@co.hidalgo.tx.us]
Sent: Monday, March 21, 2011 10:12 AM
To: 'sandy.suarez'
Subject: RE: 2011-028B "Additional Welding Supplies and Misc. Equipment" Account numbers

Importance: High

GM Sandy,

Thanks for the welcome.....anyways Yes we will be utilizing up to 2 accounts at this time for this project..... 1-1200-431-00-122-004-0-442/623 & 1-1200-431-00-122-006-0-442/623.

If you need any further information please do not hesitate to call me.

Thank you,

Yoli M. Cisneros

Administrative Assistant II
Hidalgo County Precinct No.2
300 West Hall Acres
Suite G
Pharr, Texas 78589
(956) 787-1891 / (956) 292-7000 Ext. 2002
Fax: (956) 787-4683

From: sandy.suarez [mailto:sandy.suarez@co.hidalgo.tx.us]
Sent: Monday, March 21, 2011 8:30 AM
To: yoli.cisneros@co.hidalgo.tx.us
Subject: 2011-028B "Additional Welding Supplies and Misc. Equipment" Account numbers
Importance: High

Good Morning Yoli,

Welcome back! In regards to the above referenced project. What account numbers will your department be utilizing for it?

Can you please forward the information to me as soon as possible.

Thank you,

Sandy Suarez, Buyer II
Hidalgo County Purchasing Department
2802 South Bus. Hwy 281
Edinburg, Texas 78539
(956) 292-7000 ext. 4860
(956) 318-2629 fax
sandy.suarez@co.hidalgo.tx.us



Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

MEMORANDUM

(APPROVAL OF SPECIFICATIONS)

TO: Hon. Joe Flores, Commissioner
Hidalgo County Precinct No. 3

ATTN: Mingo Villarreal/Norma Ceballos

FROM: Sandra Suarez, Buyer II
Hidalgo County Purchasing Department

DATE: February 16, 2011

RE: Approval or Disapproval of Specifications for: BID NO. -2011-028B-00-00-SGS-Hidalgo County-
"ADDITIONAL WELDING SUPPLIES AND MISC. EQUIPMENT"

Please review the following SPECIFICATIONS and indicate if they meet all your requirements by selecting APPROVE, DISAPPROVE (or) APPROVED WITH MODIFICATIONS and signing below. If your answer is DISAPPROVE, please make any modifications necessary to the specifications and return the revised copy to the designated Buyer in the Purchasing Department.

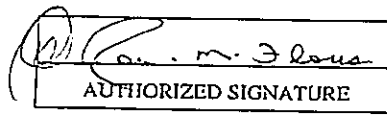
If you have any questions, please call me at (956) 318-2626 ext# 4860

APPROVE ☒	DISAPPROVE ☐
APPROVED WITH MODIFICATIONS ☐	

FUNDS AVAILABILITY: ☒ Yes / ☐ No / ☐

Other (specify) _____

BUDGET ACCOUNT #: 1-1200-431-W-123-W-15-0-679

	Joe M. Flores	Precinct #3	2-24-2011
AUTHORIZED SIGNATURE	PRINTED NAME	DEPARTMENT	DATE

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 292-7612 or e-mail: sandv.suarez@co.hidalgo.tx.us by no later than, FEBRUARY 22, 2011 @ 4:00 P.M.

Enclosures

pd3 2/24



Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

MEMORANDUM

(APPROVAL OF SPECIFICATIONS)

TO: Hon. Joseph Palacios, Commissioner
Hidalgo County Precinct No. 4

ATTN: Marco Lopez/ Gloria Beltran

FROM: Sandy Suarez Buyer II
Hidalgo County Purchasing Department

DATE: February 16, 2011

RE: Approval or Disapproval of Specifications for: BID NO. -2011-028B-00-00-SGS-Hidalgo County-
"ADDITIONAL WELDING SUPPLIES AND MISC. EQUIPMENT"

Please review the following **SPECIFICATIONS** and indicate if they meet all your requirements by selecting **APPROVE**, **DISAPPROVE** (or) **APPROVED WITH MODIFICATIONS** and signing below. If your answer is **DISAPPROVE**, please make any modifications necessary to the specifications and return the revised copy to the designated Buyer in the Purchasing Department.

If you have any questions, please call me at (956) 318-2626 ext# 4860

APPROVE ☒	DISAPPROVE ☐	
APPROVED WITH MODIFICATIONS		☐

FUNDS AVAILABILITY: ☒ Yes / ☐ No / ☐

Other (specify) _____

BUDGET ACCOUNT #: 0-1200-431-00-124-007-0-613/623/679

 AUTHORIZED SIGNATURE	Marcos Lopez PRINTED NAME	Pct 4 DEPARTMENT	2/01/11 DATE

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 292-7612 or e-mail: sandy.suarez@co.hidalgo.tx.us by no later than, FEBRUARY 22, 2011 @ 4:00 P.M.

Enclosures

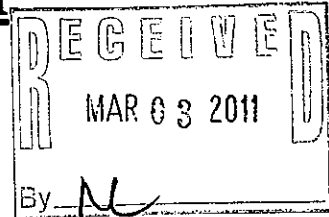
Pct 4



Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

MEMORANDUM

(APPROVAL OF SPECIFICATIONS)



To: Anacleto Martinez, Chief Duty
Hidalgo County Adult Detention Facility

Attn: Juan Tapia Procurement Specialist

From: Sandra Suarez, Buyer II
Hidalgo County Purchasing Dept.

Date: February 16, 2011

Re: Approval or Disapproval of Specifications for: BID NO. -2011-028B-00-00-SGS Hidalgo County"
Additional Welding Supplies and Misc. Equipment"

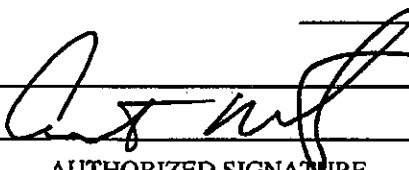
Please review the following **SPECIFICATIONS** and verify if all requirements are met by signing below and indicating **APPROVE** (or) **DISAPPROVE**. If specification is **NOT** met, make any and all modifications necessary and return the revised copy to the designated Buyer in the Purchasing Department.
If you have any questions, please call me at (956) 318-2626 ext# 4860.

APPROVE ☒	DISAPPROVE ☐
APPROVED WITH MODIFICATIONS ☐	

FUNDS AVAILABILITY: ☒ YES / ☐ NO / ☐ Other

(Specify) _____

BUDGET ACCOUNT #: 1-1100-423-21-280-002-0-623

	A "sonny" Martinez	HCSO	3-1-11
AUTHORIZED SIGNATURE	PRINTED NAME	DEPARTMENT	DATE

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 292-7612 or e-mail: sandy.suarez@co.hidalgo.tx.us by no later than FEBRUARY 22, 2011 @ :4:00 p.m.

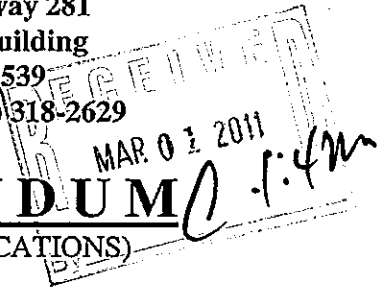
Enclosures

S.O.
Rec'd
03/03/11



Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

MEMORANDUM
(APPROVAL OF SPECIFICATIONS)



To: Mr. Rick Sunday, Infrastructure Sys. Mgr.
Hidalgo County Facilities Management Office

Attn: Daniel Flores/Irene Cantu

From: Sandra Suarez, Buyer II
Hidalgo County Purchasing Dept.

Date: February 16, 2011

Re: Approval or Disapproval of Specifications for: BID NO. -2011-028B-00-00-SGS Hidalgo County
"ADDITIONAL WELDING SUPPLIES AND MISC. EQUIPMENT"

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 you have any questions, please call me at (956) 318-2626 ext# 4860.

APPROVE ☐	DISAPPROVE ☐
APPROVED WITH MODIFICATIONS ☐	

FUNDS AVAILABILITY: _____ YES / _____ NO/ _____ Other

(Specify) _____

BUDGET ACCOUNT #:

~~220-001-0-442~~
~~1-1100-419-40-001-0-220-0-442~~
~~1-1100-419-40-001-0-220-0-679~~
~~220-001-0-679~~

	Daniel Flores	Fac. Mgt	3/1/11
AUTHORIZED SIGNATURE	PRINTED NAME	DEPARTMENT	DATE

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 292-7612 or e-mail: sandy.suarez@co.hidalgo.tx.us by no later than FEBRUARY 22, 2011 @ 4:00 P.M.

Enclosures

F/m
03/01

Exhibit "A"
HIDALGO COUNTY
(All Funding Sources)
"Additional Welding Supplies and Misc. Equipment"
BID NO.: 2011-028B-04-27-SGS

SPECIFICATIONS

Hidalgo County is seeking to enter into a Welding Supply contract with qualified participants. Sealed Bids will be received for the following ***"Additional Welding Supplies and Misc. Equipment"*** on an ***"As Needed Basis"***, in accordance with the specifications/requirements specified herein and including, but not limited to all provisions set forth in the accompanying documentation.

It is intended that the amount of **Industrial welding supplies and misc. equipment** will be on an **"as needed basis"** by Hidalgo County. It shall be agreed & understood that Hidalgo County will purchase no more supplies/equipment than is needed. All costs are to be net F.O.B., County Prepaid.

Due to the **price fluctuation** on metals in the welding industry, carefully read **Hidalgo County's Market Volatility and Unit Price Adjustment Clause on page 3 of Exhibit "A"**.

WELDING SUPPLIES AND MISC. ITEMS:

The following welding supplies/material will be awarded to the lowest bidder(s). (Enter Bid amounts on Exhibit "B"-Bid Page)

- The required materials/items are listed below and will be on an **"As Needed Basis"** only. Bid on items according to the specifications on their description and size.

****WELDING SUPPLIES****

1.) Cast Iron Rods 99 % Cast	SIZE	CASE/UNITS
	#35 5/32	5 LBS
	#460 1/8	10 LBS
2.) Alloy 144 Brass Electrode	1/8	1 LB
	5/32	1 LB
3.) No. 1 Cable (by feet) AWG copper	2, 4 & 1/0- 2/0 - 3/0 - 4/0	
4.) Brazing Alloy Safety Silv- 15,45 % 56		
5.) Tig Weld Rods 30"- 36" (mild steel) ER-70S 6	1/16 - 3/32 - 1/8 - 5/32	
6.) Stainless steel ER-308-L	1/16 - 3/32 - 1/8 - 5/32	
7.) Aluminum ER-4043	1/16 - 3/32 - 1/8 - 5/32	
8.) Aluminum ER-5356	1/16 - 3/32 - 1/8 - 5/32	
9.) Mild Steel ER-80S6	1/16 - 3/32 - 1/8 - 5/32	
10) Doo-Rag Cap and/or Beanies Flame Retardant		
11) Welding Blanket Fiberglass and Acrylic coated	30 oz	
12) Plastic Rod Canister (Rod Guards)	16"	
13) Torch Brass	1/8	1 LB
	5/32	1 LB

Exhibit "A"
HIDALGO COUNTY
(All Funding Sources)
"Additional Welding Supplies and Misc. Equipment"
BID NO.: 2011-028B-04-27-SGS

14) Torch RD-45	1/8 steel	1 LB
	3/32	1 LB
15) Argon – CO2 75-25% Mig welder-mild steel	20 series	
	40 series	
	80 series	
	100 series	
16) Torch Gauges-Replacement – Victor CR150CR	2" gauge	
17) Nozzle tip protector – for Millermatic 135	2 ½ gauge	
18) Sanding Disc – Hub style.Screw On – (Med course-Zircowia flap disc)	slip on type	
	4.1/2 x 3/4x7/8	
	Z-40,Z-60, Z80 & Z-100 grit	
19) Adaptor for Flux Core		
20. Female terminals		
21) Nozzle Tip for shield gas		
22) Flux Cored welding wire (used with Shielding gas)	.030 & .035	
23) Flux coated (ET-IT-GS) mild steel	.035	
24) Stainless Steel (ER 308LSI) 1 lb	.030	
25) High Purity regulator for Nitrogen		
26) Shaft Knot wheel brush	3"x-1/4"	
27) Mig Welding Machine 120,180,208 & 240 volts	Single and triple face	
28) Welding Screens	75" w x 5' h	
29) Replacement parts for: Miller, Millermatic 135, Lincoln Welder & Miller Arc Welder Cord, Spool Sprocket and electrical components OEM parts.		
30) Tri-Gas Argon-CO@-Helium 7.5%-2.5-90% for stainless steel- All sizes	20	100
	40	125
	80	200 & 300
31) Refill of Co. owned cylinders –Argon CO2 -TriGas-Nitrogen	20	80
	40	100

BID REQUIREMENTS AND OTHER TERMS AND CONDITIONS:

- After bid is awarded and low bidder(s) default(s) in meeting the terms and conditions of this bid and/or comply with the contractual agreement, Hidalgo County reserves the right to seek services from the next lowest bidder(s). In such event, County shall charge the successful bidder(s) the difference for any additional cost of such item(s).
- It is expressly understood and agreed that in case Hidalgo County should need "Industrial Welding Services and/or Welding Supplies" not available within the time frame needed from the successful vendor during the term of this contract, Hidalgo County reserves the right to purchase these items or request these services from other sources other than the successful vendor and shall not be in violation of any terms or conditions of said contract. Further, Hidalgo County reserves the right to seek another vendor if, at any time, vendor's prices do not conform to public pricing.
- Continuing non-performance of the bidder(s) in terms of specifications shall be basis for termination of contract by the County. The County shall not pay for work, equipment, or supplies which are unsatisfactory. Bidder(s) will be given a reasonable opportunity before

Exhibit "A"
HIDALGO COUNTY
(All Funding Sources)
"Additional Welding Supplies and Misc. Equipment"
BID NO.: 2011-028B-04-27-SGS

termination to correct the deficiencies.

4. In the event the material furnished does not meet all the above requirements (regardless of weather, tests acceptability, method of repair or other conditions), the County reserves the option to require the material supplier to replace or to reimburse the County for the unused portion of material found to be unsatisfactory.
5. Name Brands: Specifications may reference name brands and model numbers. It is not the intent of Hidalgo County to restrict these bids in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Offerors may offer items of equal stature and the burden of proof of such stature rests with offerors. Hidalgo County shall act as sole judge in determining equality and acceptability of products offered.
6. Hidalgo County reserves the right to reject any or all bids, to waive any or all formalities, or to accept the bid considered the lowest, best, and most advantageous to the County, including compliance to the bid specifications.
7. Hidalgo County reserves the right to add or delete items during the term of the contract under the same rates and conditions.
8. Hidalgo County reserves the right to hold the bids for a period of (90) ninety days without taking action hereon.
9. Hidalgo County shall award the bid on a **LUMP SUM BASIS to ONE VENDOR** and/or **ITEM BY ITEM BASIS** and/or to **MULTIPLE** bidders, whichever is in the best interest of the County.
10. Hidalgo County may seek purchases from state awarded vendors or any other cooperative purchasing programs, whenever it is in the best interest to do so.
11. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of product, and /or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.
12. It is intended that the "Term" of the contract will be effective upon approval by Commissioner's Court with the termination date to concur with current existing contract for "Welding Supplies and Other Misc. Items" with the County's sole discretion to extend for a one (1) additional year under the same rates, terms and conditions.
13. Hidalgo County reserves the right to continue this bid for an additional (60) sixty day Grace Period at the end of the contract term due to unforeseen delay of award for the next contract term, under the same rates, terms and conditions.
14. Insurance Certificates as per Exhibit "C" must be submitted to the Purchasing Department prior to any services being performed by the awarded bidder(s).

Exhibit "A"
HIDALGO COUNTY
(All Funding Sources)
"Additional Welding Supplies and Misc. Equipment"
BID NO.: 2011-028B-04-27-SGS

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 suppliers 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 suppliers notice.
- The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

2. Price Reduction: Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

3. Time frame for Adjusted Price Increases: Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

4. Allowable Review Periods: Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

5. Dollar Limit to Price Changes: The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

ADDITIONAL INFORMATION

All costs and expenses associated with the preparation and submission of bids shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed on to Hidalgo County.

Hidalgo County is requesting that any and all questions, inquiries, and clarifications regarding quotes, bids, proposals, or statements of qualifications be addressed to, Martha L. Salazar, CPPB, Purchasing Agent, 2802 S. Bus. Hwy 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, TUESDAY, APRIL 19, 2011, 5:00 P.M. Responses will be sent to all applicants via facsimile by no later than, **5:00 P.M., THURSDAY, APRIL 21, 2011.**

REQUEST FOR BIDS

HIDALGO COUNTY (ALL FUNDING SOURCES) “ADDITIONAL WELDING SUPPLIES AND MISC. EQUIPMENTS”

**BID OPENING DATE:
APRIL 27, 2011**

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2812 S. Bus Hwy 281 New Administration Building
Edinburg, Texas 78539

LEGAL NOTICE

BID NO: 2011-028B-04-27-SGS

1. Sealed bids will be received for **HIDALGO COUNTY (ALL FUNDING SOURCES) "ADDITIONAL WELDING SUPPLIES AND MISC. EQUIPMENT"** 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-2011-028B-04-27-SGS- HIDALGO COUNTY(ALL FUNDING SOURCES)- "ADDITIONAL WELDING SUPPLIES AND MISC. EQUIPMENT"** and in County's Purchasing Department, 2812 S. Business Highway 281, Edinburg, Texas, **on or before 9:30 A.M., Wednesday, APRIL 27, 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-2011-028B-04-27-SGS.** Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County.
3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."
4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.
5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.
7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.
8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.
9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.
10. County reserves the right to accept or reject any or all bids.
11. Costs are to be net F.O.B., County Prepaid.
12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.
13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.
14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy 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(ALL FUNDING SOURCES)**
"ADDITIONAL WELDING SUPPLIES AND MISC. EQUIPMENT"
Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
- . Discount payments will be considered when offered.
- . Contact person for Billing and Payment questions:

Hidalgo County Auditor's Office
2808 South Highway 281
Edinburg, Texas 78539
(956) 318-2511

17. **SCHEDULE OF EVENTS:**

Bid Opening, 9:30 AM	<u>April 27, 2011</u>
Award of Contract	<u> </u> , 2011
Commence Work or Deliver Products	<u> </u> , 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 there under, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.
23. Minimum Standards for Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:
 - . Possess or is able to obtain adequate financial resources as required to perform under the bid;
 - . Be able to comply with the required or proposed delivery schedule;
 - . Have a satisfactory record of performance;
 - . Have a satisfactory record of integrity and ethics;
 - . Be otherwise qualified and eligible to receive an award.
24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.
25. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.
26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:
 - A. Meet schedules;
 - B. Pay any required fees or taxes; or
 - C. Otherwise perform in accordance with the specifications.
27. Successful bidder shall defend, indemnify and save harmless County and all its elected

officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.
29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.
30. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Bid
For

HIDALGO COUNTY
(All Funding Sources)
**"ADDITONAL WELDING SUPPLIES
AND MISC. EQUIPMENT"**

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2812 S Business Hwy 281 -New Administration Building
Edinburg, Texas 78539

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

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

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

Respectfully submitted,

Bidder:

Address:

By:

Printed Name:

Title:

**REQUIREMENTS AGREEMENT
C-00-00**

THIS AGREEMENT (the "Agreement") is entered into effective as of the ____ day of _____, 2011 by and between _____ ("Seller") and Hidalgo County, Texas ("Buyer").

WHEREAS, Buyer has solicited sealed bids for the supply of its requirements of Hidalgo County for the **"Welding Supplies and Other Misc. Items"**, (the "Product") as further described in Exhibit "A", Request for Bids (RFB) Procurement Packet as attached hereto and incorporated herein by reference for all purposes (the "RFB") and;

WHEREAS, Seller has submitted a proposal to supply Buyer's requirements; and

WHEREAS, Buyer has determine that Seller has submitted the lowest and best bid to meet Buyer's requirements for certain of the Products, as herein after described.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase from Seller, and Seller agrees to sell and deliver to Buyer, all of the Products listed on Exhibit "B", which is attached hereto and incorporated herein by references, that Buyer may require for use by Buyer in Hidalgo County projects **effective upon approval, with the County's option to extend/renew for an additional one (1) year term.** Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period, under the same rates, terms and conditions at the end of the contract term for unforeseen delays in award of new bid for the next contract term. This Contract shall commence _____ and expire on **April 29, 2012** and it is agreed that the Products will meet the Specifications in the Request for Bids (RFB) Procurement Packet set forth in Exhibit "A" hereto.

2. When Buyer determines that it needs a quantity of the Products to be delivered, it will, according to its Purchasing Policies, complete and submit to Seller a Purchase Order describing the type and quantity of the Products required. The Products are to be delivered by Buyer to the location in Hidalgo County specified by Buyer in its Purchase Order.

3. Buyer agrees to pay Seller for each Purchase Order based on the prices set out in Exhibit "B". Seller shall render invoices for each Purchase Order, and the invoices shall be paid by Buyer on or before the 30th day following receipt of the invoice.

4. General Provisions.

a. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

b. **No Waiver.** No waiver by Buyer of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

c. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by Buyer and Seller, and not otherwise.

d. **Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

e. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to Buyer:

Hidalgo County
Attention: County Judge
1615 S. Closner, Suite J
Edinburg, Texas 78539

If to Seller:

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States mail.

f. **Termination.** County may terminate this Agreement at any time for any reason or no reason at all upon giving thirty (30) days written notice.

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

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

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

j. **Headings.** The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

k. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate.

l. **Authority to Execute.** The execution and performance of this Agreement by Buyer and Seller have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of Buyer and Seller in accordance with its

terms.

m. **Insurance.** Company shall provide insurance in force on all persons and vehicles connected with providing products and or services under this Contract naming County as additional insured, and shall furnish to County certificates of such insurances coverage Exhibit "C", which is attached hereto.

n. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon ninety (90) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

o. **Purchasing Ethics.** Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:

- (1) It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of Hidalgo County, or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an officer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advise, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of Hidalgo County.

- (2) It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hidalgo County, or any person associated therewith, as an inducement for the award of a subcontract or order.

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

COUNTY OF HIDALGO

ATTEST:

By: _____
Ramon Garcia, County Judge

Arturo Guajardo Jr., County Clerk

COMPANY:

By: _____
Printed Name: _____
Title: _____

Approved By Commissioners Court: _____

APPROVED AS TO FORM:
Atlas & Hall, LLP

Stephen L. Crain

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

DRAFT

**EXHIBIT “B”
BID PAGE**

DRAFT

EXHIBIT "C"
CERTIFICATE OF INSURANCE

DRAFT

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Hidalgo County

Page No 1

For 01/01/11 - 01/31/12

Expenditure Summary Report

FJEXS01A

Periods 01 - 13

Standard Report Format

1001 - Standard Report Spec

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
1-1100-419-40-220-001-0-442	FACILITIES MGMT-EQUIP & VEHICLE RENTALS	20,000.00	3,541.63	2,674.95	2,674.95	13,783.42	31.08
1-1100-419-40-220-001-0-613	FACILITIES MGMT-SAFETY SUPPLIES	7,500.00	315.20	80.28	80.28	7,104.52	5.27
1-1100-419-40-220-001-0-623	FACILITIES MGMT-BOTTLED GAS	2,000.00	800.00	234.75	234.75	965.25	51.74
1-1100-419-40-220-001-0-679	FACILITIES MGMT-OTHER R&M SUPPLIES	20,000.00	2,311.73	4,165.71	4,165.71	13,522.56	32.39
1-1100-421-00-280-001-0-442	SHERIFF-EQUIP & VEHICLE RENTALS	15,000.00	4,323.74	4,535.42	4,535.42	6,140.84	59.06
1-1100-421-00-280-001-0-613	SHERIFF-SAFETY SUPPLIES	12,000.00	48.00	3,792.00	3,792.00	8,160.00	32.00
1-1100-421-00-280-001-0-623	SHERIFF-BOTTLED GAS	4,000.00	410.48	89.52	89.52	3,500.00	12.50
1-1100-421-00-280-001-0-679	SHERIFF-OTHER R&M SUPPLIES	7,000.00	222.95	1,841.55	1,841.55	4,935.50	29.49
1-1100-423-21-280-002-0-442	JAIL-EQUIP & VEHICLE RENTALS	8,400.00	4,539.20	3,494.87	3,494.87	365.93	95.64
1-1100-423-21-280-002-0-613	JAIL-SAFETY SUPPLIES	1,500.00	147.60	836.40	836.40	516.00	65.60
1-1100-423-21-280-002-0-623	JAIL-BOTTLED GAS	1,000.00	.00	.00	.00	1,000.00	.00
1-1100-423-21-280-002-0-679	JAIL-OTHER R&M SUPPLIES	7,000.00	.00	203.56	203.56	6,796.44	2.91
1-1100-432-00-121-001-0-442	PCT1 SANITATION-EQUIP & VEHICLE RENTALS	2,000.00	63.00	853.20	853.20	1,083.80	45.81
1-1100-432-00-121-001-0-613	PCT1 SANITATION-SAFETY SUPPLIES	4,000.00	1,189.80	103.60	103.60	2,706.60	32.34
1-1100-432-00-121-001-0-679	PCT1 SANITATION-OTHER R&M SUPPLIES	7,000.00	345.38	1,252.22	1,252.22	5,402.40	22.82
1-1100-432-00-122-001-0-442	PCT2 SANITATION-EQUIP & VEH RENTALS	500.00	.00	.00	.00	500.00	.00
1-1100-432-00-122-001-0-613	PCT2 SANITATION-SAFETY SUPPLIES	100.00	.00	.00	.00	100.00	.00
1-1100-432-00-123-001-0-442	PCT3 SANITATION-EQUIP & VEHICLE RENTALS	3,575.00	2,021.50	277.68	277.68	1,275.82	64.31
1-1100-432-00-123-001-0-613	PCT3 SANITATION-SAFETY SUPPLIES	2,000.00	711.42	368.80	368.80	919.78	54.01
1-1100-432-00-123-001-0-679	PCT3 SANITATION-OTHER R&M SUPPLIES	5,125.00	184.03	1,295.24	1,295.24	3,645.73	28.86
1-1100-432-00-124-001-0-442	PCT4 SANITATION-EQUIP & VEHICLE RENTALS	1,000.00	752.75	162.25	162.25	85.00	91.50
1-1100-432-00-124-001-0-613	PCT4 SANITATION-SAFETY SUPPLIES	500.00	.00	.00	.00	500.00	.00
1-1100-452-00-121-013-0-442	PCT1 PARKS-EQUIP & VEHICLE RENTALS	6,000.00	1,036.50	652.50	652.50	4,311.00	28.15
1-1100-452-00-121-013-0-613	PCT1 PARKS-SAFETY SUPPLIES	3,000.00	271.20	513.00	513.00	2,215.80	26.14
1-1100-452-00-121-013-0-623	PCT1 PARKS-BOTTLED GAS	1,350.00	250.00	.00	.00	1,100.00	18.52
1-1100-452-00-121-013-0-679	PCT1 PARKS-OTHER R&M SUPPLIES	12,000.00	8,478.90	3,389.13	3,389.13	131.97	98.90
1-1100-452-00-122-008-0-442	PCT2 PARKS-EQUIP & VEHICLE RENTALS	300.00	.00	.00	.00	300.00	.00
1-1100-452-00-122-008-0-613	PCT2 PARKS-SAFETY SUPPLIES	1,500.00	.00	.00	.00	1,500.00	.00
1-1100-452-00-122-008-0-623	PCT2 PARKS-BOTTLED GAS	50.00	.00	.00	.00	50.00	.00
1-1100-452-00-122-008-0-679	PCT2 PARKS-OTHER R&M SUPPLIES	10,000.00	140.48	747.65	747.65	9,111.87	8.88
1-1100-452-00-123-008-0-442	PCT3 PARKS-EQUIP & VEHICLE RENTALS	4,000.00	522.86	402.14	402.14	3,075.00	23.13
1-1100-452-00-123-008-0-613	PCT3 PARKS-SAFETY SUPPLIES	1,000.00	180.00	182.04	182.04	637.96	36.20
1-1100-452-00-123-008-0-623	PCT3 PARKS-BOTTLED GAS	500.00	200.00	.00	.00	300.00	40.00
1-1100-452-00-123-008-0-679	PCT3 PARKS-OTHER R&M SUPPLIES	6,050.00	633.71	2,199.65	2,199.65	3,216.64	46.83
1-1100-452-00-124-009-0-613	PCT4 PARKS-SAFETY SUPPLIES	500.00	.00	.00	.00	500.00	.00

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Hidalgo County

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For 01/01/11 - 01/31/12

Expenditure Summary Report

FJEXS01A

Periods 01 - 13

Standard Report Format

1001 - Standard Report Spec

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
1-1100-466-00-121-050-0-613	PCT1 CRC-SAFETY SUPPLIES	1,000.00	.00	.00	.00	1,000.00	.00
1-1100-466-00-121-050-0-679	PCT1 CRC-OTHER R&M SUPPLIES	250.00	.00	.00	.00	250.00	.00
1-1100-466-00-122-018-0-442	PCT2 CRC-EQUIP & VEHICLE RENTALS	2,500.00	1,681.38	146.99	146.99	671.63	73.13
1-1100-466-00-122-018-0-613	PCT2 CRC-SAFETY SUPPLIES	100.00	.00	.00	.00	100.00	.00
1-1100-466-00-122-018-0-679	PCT2 CRC-OTHER R&M SUPPLIES	285.00	.00	.00	.00	285.00	.00
1-1100-466-00-122-082-0-442	PCT2 CRC (S.TOWER)-EQUIP & VEH RENTALS	30.00	7.50	7.50	7.50	15.00	50.00
1-1100-466-00-122-082-0-613	PCT2 CRC (S.TOWER)-SAFETY SUPPLIES	125.00	.00	28.02	28.02	96.98	22.42
1-1100-466-00-122-082-0-679	PCT2 CRC (S.TOWER)-OTHER R&M SUPPLIES	285.00	38.94	38.85	38.85	207.21	27.29
1-1200-431-00-121-004-0-442	PCT1 RD ADM-EQUIP & VEHICLE RENTALS	2,524.50	61.50	29.00	29.00	2,434.00	3.58
1-1200-431-00-121-004-0-613	PCT1 RD ADM-SAFETY SUPPLIES	150.00	.00	.00	.00	150.00	.00
1-1200-431-00-121-004-0-679	PCT1 RD ADM-OTHER R&M SUPPLIES	1,928.48	1,055.04	43.15	43.15	830.29	56.95
1-1200-431-00-121-005-0-442	PCT1 P/U RD-EQUIP & VEHICLE RENTALS	14,857.85	416.14	122.86	122.86	14,318.85	3.63
1-1200-431-00-121-005-0-613	PCT1 P/U RD-SAFETY SUPPLIES	26,615.85	3,652.88	4,546.70	4,546.70	18,416.27	30.81
1-1200-431-00-121-005-0-623	PCT1 P/U RD-BOTTLED GAS	2,248.45	349.39	150.61	150.61	1,748.45	22.24
1-1200-431-00-121-005-0-679	PCT1 P/U RD-OTHER R&M SUPPLIES	30,052.30	976.00	8,023.41	8,023.41	21,052.89	29.95
1-1200-431-00-122-004-0-442	CO SHOP-EQUIP & VEHICLE RENTALS	944.04	.00	29.02	29.02	915.02	3.07
1-1200-431-00-122-004-0-613	CO SHOP-SAFETY SUPPLIES	400.00	.00	.00	.00	400.00	.00
1-1200-431-00-122-004-0-623	CO SHOP-BOTTLED GAS	480.27	148.53	31.74	31.74	300.00	37.54
1-1200-431-00-122-004-0-679	CO SHOP-OTHER R&M SUPPLIES	4,000.00	9.99	1,106.69	1,106.69	2,883.32	27.92
1-1200-431-00-122-005-0-442	PCT2 RD ADM-EQUIP & VEHICLE RENTALS	4,100.00	2,666.80	218.20	218.20	1,215.00	70.37
1-1200-431-00-122-005-0-613	PCT2 RD ADM-SAFETY SUPPLIES	250.00	103.46	.00	.00	146.54	41.38
1-1200-431-00-122-005-0-679	PCT2 RD ADM-OTHER R&M SUPPLIES	300.00	.00	149.56	149.56	150.44	49.85
1-1200-431-00-122-006-0-442	PCT2 P/U RD-EQUIP & VEHICLE RENTALS	4,139.15	.00	121.05	121.05	4,018.10	2.92
1-1200-431-00-122-006-0-613	PCT2 P/U RD-SAFETY SUPPLIES	3,500.00	.00	.00	.00	3,500.00	.00
1-1200-431-00-122-006-0-623	PCT2 P/U RD-BOTTLED GAS	764.53	.00	.00	.00	764.53	.00
1-1200-431-00-122-006-0-679	PCT2 P/U RD-OTHER R&M SUPPLIES	20,000.00	1,836.37	2,600.11	2,600.11	15,563.52	22.18
1-1200-431-00-123-004-0-442	PCT3 RD ADM-EQUIP & VEHICLE RENTALS	150.00	.00	.00	.00	150.00	.00
1-1200-431-00-123-005-0-442	PCT3 P/U RD-EQUIP & VEHICLE RENTALS	1,500.00	847.15	105.65	105.65	547.20	63.52
1-1200-431-00-123-005-0-613	PCT3 P/U RD-SAFETY SUPPLIES	8,016.99	840.98	1,020.18	1,020.18	6,155.83	23.22
1-1200-431-00-123-005-0-623	PCT3 P/U RD-BOTTLED GAS	2,223.85	605.82	486.18	486.18	1,131.85	49.10
1-1200-431-00-123-005-0-679	PCT3 P/U RD-OTHER R&M SUPPLIES	20,262.31	11,738.02	8,045.46	8,045.46	478.83	97.64
1-1200-431-00-124-005-0-442	PCT4 RD ADM-EQUIP & VEHICLE RENTALS	3,601.50	22.50	422.50	422.50	3,156.50	12.36
1-1200-431-00-124-007-0-442	PCT4 P/U RD-EQUIP & VEHICLE RENTALS	9,600.00	958.67	4,825.82	4,825.82	3,815.51	60.26
1-1200-431-00-124-007-0-613	PCT4 P/U RD-SAFETY SUPPLIES	60,808.07	8,243.40	25,064.48	25,064.48	27,500.19	54.78
1-1200-431-00-124-007-0-623	PCT4 P/U RD-BOTTLED GAS	500.00	113.80	136.20	136.20	250.00	50.00
1-1200-431-00-124-007-0-679	PCT4 P/U RD-OTHER R&M SUPPLIES	25,822.77	5,798.22	15,900.99	15,900.99	4,123.56	84.03

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Hidalgo County

Page No 3

For 01/01/11 - 01/31/12

Expenditure Summary Report

FJEXS01A

Periods 01 - 13

Standard Report Format

1001 - Standard Report Spec

<u>Account No/Description</u>		<u>Adjusted Budget</u>	<u>Y-T-D Encumb</u>	<u>Period Expended</u>	<u>Y-T-D Expended</u>	<u>Available Balance</u>	<u>Percent Used</u>
1-1284-421-00-280-037-1-442	OCDE-EQUIP & VEHICLE RENTALS	6,950.00	5,250.00	1,500.00	1,500.00	200.00	97.12
1-1284-421-00-280-049-2-613	STONEGARDEN (HIDALGO)-SAFETY SUPPLIES	3,325.00	.00	.00	.00	3,325.00	.00
1-1284-421-00-280-052-2-613	STONEGARDEN (ALTON)-SAFETY SUPPLIES	2,665.00	.00	.00	.00	2,665.00	.00
1-1284-423-00-280-042-0-679	SCAAP-OTHER R&M SUPPLIES	1,200.00	1,110.00	.00	.00	90.00	92.50

Copier Capital Lease Agreement CC CONSENT

Date: 04/05/2011

Submitted By: Blanca Mayorga, PURCHASING DEPT.

Submitted For: Marty Salazar

Department: PURCHASING DEPT.

Information

CAPTION

District Clerk:

Requesting authority to enter into a 36-month new copiers (capital) lease agreements and approval to execute required Master Agreement thru our membership participation with (TASB) Texas Association School Board Buy board awarded vendor IKON Office Solutions, Inc. contract #299-08 for (3) copiers for different locations (1) Ricoh Aficio MP 4001SP at \$184.00/month (lease) plus \$44.50/month (maintenance) with the total of \$228.50/month, and (1) Ricoh Aficio MP 4001SP at \$184.00/month (lease) plus \$44.50/month (maintenance) with the total of \$228.50/month and (1) Ricoh Aficio MP 4001SP at \$206.00/month (lease) plus \$44.50/month (maintenance) with the total of \$250.50/month thru the following requisition #192408. Effective: Upon approval. (1-1100-412-00-090-001-0-780/432);

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011

ACCT. #: 1-1100-412-00-090-001-0-432

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funds available as of 03/31/2011, refer to req #00192408.

FISCAL YEAR: 2011

ACCT. #: 1-1100-412-00-090-001-0-780

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funds available as of 03/31/2011, refer to req #00192408.

Attachments

Link: [IKON-192408](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Angela Garcia	03/31/2011 01:07 PM	APRV
2	Sylvia Solis	Sylvia Solis	03/31/2011 01:56 PM	APRV
3	Auditor's Office		03/31/2011 03:57 PM	NEW

Form Started By: Blanca Mayorga

Started On: 03/31/2011 12:55
PM

Final Approval Date: 03/31/2011

Requisition

Req # 00192408

PO #

Date: 03/23/11

Bill To: x
x

*Convert
25998
4/5/11*

Vendor: 243353

IKON OFFICE SOLUTIONS
809A SAVANNAH AVE #311
MCALLEN TX 78503-3003

Ship To: DISTRICT CLERK
100 N. CLOSNER, 1ST FL
EDINBURG TX 78539

Contact: Stephanie
956-318-2200

Contract No:

Special Instructions:

REQ. NO: 032311-1

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
9.00	EACH	***DISTRICT CLERK'S 430th, 449th & Master Ct. 1 Locations*** AS PER TASB CONTRACT #299-08 DO NOT DUPLICATE ORDER 36 Month Copier Lease Ricoh Aficio MP 4001SP - 40ppm B/W Copier/Printer/Scanner TASB Pricing \$ 170.00 FAC33 Cabinet TASB Pricing \$ 3.00 Digital QC 120/20 Network Power filter - Surge Protector TASB Pricing \$4.00 Data Overwrite Security Unit Type I - TASB Pricing \$7.00 Location: Hidalgo County District Clerk's office - 430th Clerks 111 S. 9th Street Edinburg, Tx 78539	184.00	1,656.00
9.00	EACH	P.O. to cover April 2011 - December 2011 36 month SERVICE: (5,000 B/W images per month with overages @\$0.000) TASB Pricing \$44.50 Location: Hidalgo County District Clerk's office - 430th Clerks 111 S. 9th Street Edinburg, Tx 78539	44.50	400.50
9.00	EACH	P.O. to cover April 2011 - December 2011 36 Month Copier Lease Ricoh Aficio MP 4001SP - 40ppm B/W Copier/Printer/Scanner TASB Pricing \$ 170.00 FAC33 Cabinet TASB Pricing \$ 3.00 Digital QC 120/20 Network Power filter - Surge Protector TASB Pricing \$4.00 Data Overwrite Security Unit Type I - TASB Pricing \$7.00 Location: Hidalgo County District Clerk's office - 449th Clerks 1001 North Doolittle Edinburg, Tx 78539	184.00	1,656.00
9.00	EACH	P.O. to cover April 2011 - December 2011 36 month SERVICE: (5,000 B/W images per month with overages @\$0.000) TASB Pricing \$44.50	44.50	400.50

Authorized By: _____

Requisition

Req # 00192408

PO #

Date: 03/23/11

Bill To: x
x

Vendor: 243353
IKON OFFICE SOLUTIONS
809A SAVANNAH AVE #311
MCALLEN TX 78503-3003

Ship To: DISTRICT CLERK
100 N. CLOSNER, 1ST FL
EDINBURG TX 78539

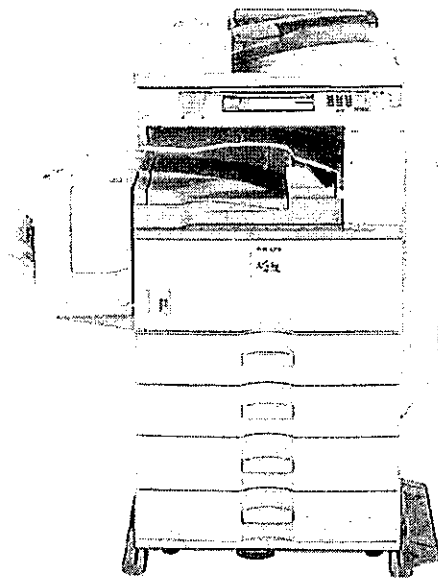
Contact:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
9.00	EACH	Location: Hidalgo County District Clerk's office - 449th Clerks 1001 North Doolittle Edinburg, Tx 78539 P.O. to cover April 2011 - December 2011 36 Month Copier Lease Ricoh Aficio MP 4001SP - 40ppm B/W Copier/Printer/Scanner TASB Pricing \$ 170.00 LCIT PB3050 TASB Pricing \$ 25.00 Digital QC 120/20 Network Power filter - Surge Protector TASB Pricing \$4.00 Data Overwrite Security Unit Type I - TASB Pricing \$7.00	206.00	1,854.00
9.00	EACH	Location: Hidalgo County District Clerk's Office - Master Ct. #1 Clerks 1615 S. Closner, Suite C Edinburg, Tx 78539 P.O. to cover April 2011 - December 2011 36 month SERVICE: (5,000 B/W images per month with overages @ \$0.000) TASB Pricing \$44.50	44.50	400.50
		Location: Hidalgo County District Clerk's Office - Master Ct. #1 Clerks 1615 S. Closner, Suite C Edinburg, Tx 78539 P.O. to cover April 2011 - December 2011		
		Account No	Encumbrance	
		1-1100-412-00-090-001-0-432	1,201.50	
		1-1100-412-00-090-001-0-780	5,166.00	
			Freight	.00
			Total	6,367.50
		This quote includes : 5,000 B/W Copies for all 3 machines with overages @0.000 Pricing Components Include: Equipment, Delivery, Installation, Operator Training, Maintenance, Toner, Staples and Service performed by IKON Customer Service Technicians.		

REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233

Authorized By: _____

Proposal for Hidalgo County District Clerk



PREPARED BY:

Aissa Garcia
Account Executive
Mobile: (956) 607-6465
Email: agarcia@ikon.com

Prepared For:

Hidalgo County – District Clerk Dept.

Submitted: March 23, 2011



Document Efficiency
At Work.®

A RICOH COMPANY

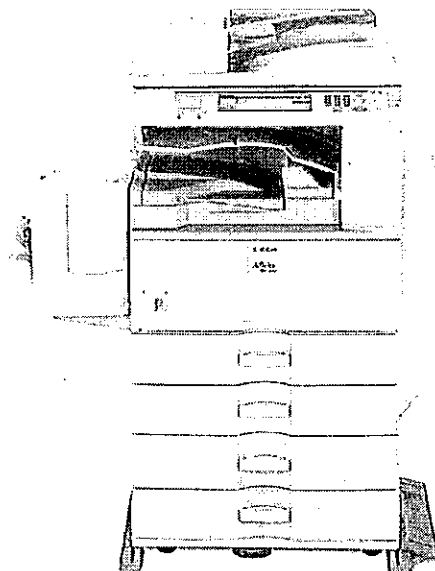
Ricoh MP4001SP



The Ricoh MP 4001SP delivers exceptional results to businesses seeking versatile digital copying, productive network scanning and printing. Featuring professional image quality and a space-saving design, the Ricoh MP 4001SP incorporates an array of impressive features that will substantially increase user productivity.

Key Features of the Ricoh MP 4001SP

- 40-PPM monochrome output speed, Low cost per page output
- 2 x 550 Sheet Paper Trays
- 100 Sheet ARDF / Duplex unit
- 100 Sheet Bypass
- Configured to Print and scan - providing both black & white and color scanning functionality
- 1 standard PPDM license that includes 1 Desktop, 1 PSP Server Software & MFP Connectivity, plus standard App2Me application.
- Warm up time less than 20 seconds and a 4.5 seconds monochrome first print speed
- ESP Power Filter
- Energy Star® compliant



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Financial Considerations

Investment Details: 3 Ricoh MP 4001SP's



Financial Considerations for 36 Months

Equipment Breakdown	TASB Purchase Pricing	36 mo. Pricing	
1. Ricoh Aficio MP 4001SP-40ppm B/W Copier/Printer/Scanner ✓	\$4,950.00	\$170.00 ✓	
FAC33 Cabinet	\$100.00	\$3.00 ✓	
Digital QC 120/20 Network Powerfilter-Surge Protector	\$110.00	\$4.00 ✓	
Data Overwrite Security Unit Type I	\$201.00	\$7.00 ✓	780
Equipment Total	5361.00	\$184.00 ✓	
Service (5,000 B/W images per month with overages @ \$0.000)		\$44.50 ✓	
	<u>Grand Total</u>	<u>\$228.50</u> ✓	
2. Ricoh Aficio MP 4001SP-40ppm B/W Copier/Printer/Scanner	\$4,950.00	\$170.00 ✓	
FAC33 Cabinet	\$100.00	\$3.00 ✓	
Digital QC 120/20 Network Powerfilter-Surge Protector	\$110.00	\$4.00 ✓	
Data Overwrite Security Unit Type I	\$201.00	\$7.00 ✓	780
Equipment Total	5361.00	\$184.00 ✓	
Service (5,000 B/W images per month with overages @ \$0.000)		\$44.50 ✓	
	<u>Grand Total</u>	<u>\$228.50</u>	
3. Ricoh Aficio MP 4001SP-40ppm B/W Copier/Printer/Scanner	\$4,950.00	\$170.00 ✓	
LCIT PB3050 - 2,000 Additional Sheets	\$731.00	\$25.00 ✓	
Digital QC 120/20 Network Powerfilter-Surge Protector	\$110.00	\$4.00 ✓	
Data Overwrite Security Unit Type I	\$201.00	\$7.00 ✓	780
Equipment Total	5992.00	\$206.00 ✓	
Service (5,000 B/W images per month with overages @ \$0.000)		\$44.50 ✓	
	<u>Grand Total</u>	<u>\$250.50</u>	

36 Month Lease Option Grand Total - \$707.50 ✓

(Please see attached TASB Pricing Sheet for further break downs of each machine and service)

This quote includes: UNLIMITED B/W COPIES

Pricing Components Include: Equipment, Delivery, Installation, Operator Training, Maintenance, Toner, Staples and Service performed by IKON Customer Service Technicians (You will incur no additional charges for parts or labor)

****NOTE:** All rates are Property Tax Inclusive and based off of the TASB BuyBoard Contract #: 299-08
And all machines will include DOSS (Data Overwrite Security System)
(To comply with ISO 15408 Common Criteria Guidelines)



**Document Efficiency
At Work.**

A RICOH COMPANY

Product Description	Vendor Part Number	MSRP	TLGC Selling Price	24 Mo	36 Mo	48 Mo	60 Mo
Ricoh Aficio MP4001SP							
BASE UNIT							
Ricoh Aficio MP4001SP	MP4001SP	\$12,030	\$4,950 ✓	\$242	\$170 ✓	\$135	\$113
COPIER ACCESSORIES							
FAC33 Cabinet	413762	\$210	\$180 ✓	\$5	\$3 ✓	\$3	\$2
2-Tray Paper Bank (PB3040)	415002	\$1,520	\$753	\$37	\$26	\$21	\$17
LCIT PB3050 (2,000 Sheets)	415003	\$1,570	\$731	\$36	\$25	\$20	\$17
LCIT RT3000 (1,200 Sheets)	415005	\$1,570	\$679	\$33	\$23	\$19	\$16
Bridge Unit BU 3030	414175	\$230	\$108	\$5	\$4	\$3	\$2
1 Bin Tray BN3040	414177	\$420	\$222	\$11	\$8	\$6	\$5
2000 Sheet Booklet Finisher SR3020	413323	\$4,110	\$1,968	\$96	\$68	\$54	\$45
1,000 Sheet Finisher SR790	412730	\$1,480	\$731	\$36	\$25	\$20	\$17
3000 Sheet Finisher SR3030	413325	\$2,850	\$1,371	\$67	\$47	\$37	\$31
2/3 Hole Punch Unit Type 3260	412209	\$920	\$416	\$20	\$14	\$11	\$10
HDD Encryption Unit Type A	414021	\$390	\$198	\$10	\$7	\$5	\$5
TYPE MP5000 REMOVABLE HARD DRIVE (RHD)	003896MIU	\$1,500	\$1,060	\$52	\$36	\$29	\$24
TYPE MP5000 ADDITIONAL REMOVABLE HARD DRIVE (ARHD)	003897MIU	\$765	\$616	\$30	\$21	\$17	\$14
Optional Counter Interface Unit Type A	413012	\$62	\$31	\$2	\$1	\$1	\$1
ESP Digital QC 120/15 Network - (Powerfilter)	D5133NT	\$170	\$110 ✓	\$5	\$4 ✓	\$3	\$3
FAX OPTION ACCESSORIES							
Ricoh Fax Option Type 5001	415291	\$1,150	\$553	\$27	\$19	\$15	\$13
G3 Interface Unit Type 5000	413891	\$635	\$340	\$17	\$12	\$9	\$8
Handset Type 1018	410781	\$68	\$34	\$2	\$1	\$1	\$1
32MB Memory Unit Type B	001342MIU	\$195	\$90	\$4	\$3	\$2	\$2
PRINT/SCAN OPTION							
PostScript3 Unit Type 5000	413951	\$920	\$445	\$22	\$15	\$12	\$10
IEEE802.11a/b/g Wireless Interface Type J	414008	\$565	\$290	\$14	\$10	\$8	\$7
Gigabit Ethernet Board Type A	402547	\$340	\$211	\$10	\$7	\$6	\$5
IEEE1284 Interface Board Type A	411699	\$105	\$51	\$2	\$2	\$1	\$1
Bluetooth Interface Unit Type 3245	412866	\$378	\$223	\$11	\$8	\$6	\$5
Special Options							
File Format Converter Type E	414007	\$605	\$304	\$15	\$10	\$8	\$7
Key Counter Bracket Type H	412552	\$100	\$48	\$2	\$2	\$1	\$1
Data Overwrite Security Unit Type I	413955	\$420	\$201	\$10	\$7 ✓	\$5	\$5
Scanner Accessibility Option Type 4045	413054	\$1,650	\$803	\$39	\$28	\$22	\$18
3L68-17 USB Keyboard	100168FNG	\$449	\$409	\$20	\$14	\$11	\$9
TOTAL PER MONTH FOR EACH MP4001					\$184		
					x2		
					\$368		
SUPPLIES							
TONER MP4500/8045E/LD345	841346	\$342					
STAPLES TYPE K 5000/CTG	410801	\$44					
STAPLES TYPE K REFILL	410802	\$78					
STAPLES TYPE L	411240	\$32					
STAPLES TYPE L REFILL	411241	\$53					
Marker Type 30	334049	\$31					

Notes

- (1) Mainframe includes 2 x 550 Sheet Paper Trays, 768MB RAM, 100-Sheet ARDF, Duplex, 100-Sheet bypass, Interchange, 40 GB HDD, Printer/Scanner SD Card, Color Scanning is a standard feature. Also includes Java Card Type F, 1 standard PPD license that includes 1 Desktop, 1 PSP Server Software & MFP Connectivity, plus standard App2Me application. Standard support for PCL5e/PL6. RFCS is not available.
- (2) Must install either FAC33 Cabinet (413762) or PB3040 (415002) or PB3050 (415003).
- (3) The Bridge Unit BU3030 (414175) is required with the SR3020 Booklet Finisher (413323), SR790 (412730) and SR3030 Finishers (413325).
- (4) 125 Sheet Capacity. Provides additional output tray to separate fax/print output from copy.
- (5) Encrypts HDD and Non-Volatile RAM data immediately upon storage, which reduces the risk of data disclosure in the event HDD is stolen.
- (6) Punch Kit Type 3260 NA 2/3 (412209) requires the installation of either Finisher SR3030 (413325) or Booklet Finisher SR3020 (413323).
- (7) 33.6Kbps, 2 Second Transmission Speed, Standard 381G, Standard 320 Pages, LAN-Faxing, Fax Forward to Email, IP Faxing.
- (8) Provides an additional fax modem. Two additional G3 lines can be added. Maximum of 3 lines available.
- (9) Memory Unit Type B 32MB increases page memory size to 16MB, SAA memory size increases to 28MB (or 2,240 pages), and resolution increases to 400 x 400 dpi.
- (10) Required for Macintosh and PostScript environments.
- (11) Overrides Copy, Print, Scanner, Document Server, File Format Converter and Paperless Fax.
- (12) One out of five options may be installed: IEEE1284 (411699), Bluetooth (412866), IEEE802.11a/g (414008), Gigabit Ethernet (402547) or File Format Converter (414007).
- (13) Required to convert, format and drag to desktop document stored via Copy or Print mode.
- (14) Requires Fax Option Type 5001 (415291).
- (15) LCIT RT3000 (414137) requires installation of LCIT PB3050 (415003) or Paper Feed Unit PB3040 (415002). This option cannot be installed with FAC33 Cabinet (413762).
- (16) SR790 Finisher (412730), SR3030 Finisher (413325) and SR3020 Booklet Finisher (413323) cannot be installed on the same device.
- (17) Cannot install Paper Feed Unit Type PB3040 (415002) with Tandem LCT PD3050 (415003).
- (18) 20-Pin Interface used to attach External Key Counter or Key Card Device.
- (19) Used to mount external Key Counter to MFP.
- (20) Includes cable kit to allow ARDF/Scanner to be removed from mainframe and placed on a table for easier access.
- (21) This option is installed in the standard exit tray and supports optional eCopy ShareScan Suite, eCopy ShareScan Essentials & GlobalScan IIX.
- (22) PPD-M Bundle Upgrade. Only valid for purchase with the MP 2851SP/MP 3351SP/MP 40001SP/MP 5001SP products.
- (23) RHD kit uses MFP's Internal Hard Drive.
- (24) Fax Option is NOT COMPATIBLE with RHD or ARHD.
- (25) HDD Encryption unit is NOT COMPATIBLE with RHD or ARHD.
- (26) ARHD includes an extra hard drive.

Product Description	Vendor Part Number	MSRP	TLGC Selling Price	24 Mo	36 Mo	48 Mo	60 Mo
Ricoh Aficio MP4001SP							
BASE UNIT							
Ricoh Aficio MP4001SP	MP4001SP	\$12,030	\$1,950	\$242	\$170	\$135	\$113
COPIER ACCESSORIES							
FAC33 Cabinet	413762	\$210	\$100	\$5	\$3	\$3	\$2
2-Tray Paper Bank (PB3040)	415002	\$1,520	\$753	\$37	\$26	\$21	\$17
LCIT PB3050 (2,000 Sheets)	415003	\$1,570	\$731	\$36	\$25	\$20	\$17
LCIT RT3000 (1,200 Sheets)	415005	\$1,570	\$679	\$33	\$23	\$19	\$16
Bridge Unit BU 3030	414175	\$230	\$108	\$5	\$4	\$3	\$2
1 Bin Tray BH3040	414177	\$420	\$222	\$11	\$8	\$6	\$5
2000 Sheet Booklet Finisher SR3020	413323	\$4,110	\$1,968	\$96	\$68	\$54	\$45
1,000 Sheet Finisher SR790	412730	\$1,480	\$731	\$36	\$25	\$20	\$17
3000 Sheet Finisher SR3030	413325	\$2,860	\$1,371	\$67	\$47	\$37	\$31
2/3 Hole Punch Unit Type 3260	412209	\$920	\$416	\$20	\$14	\$11	\$10
HDD Encryption Unit Type A	414021	\$390	\$198	\$10	\$7	\$5	\$5
TYPE MP5000 REMOVABLE HARD DRIVE (RHD)	003896MIU	\$1,500	\$1,060	\$52	\$36	\$29	\$24
TYPE MP5000 ADDITIONAL REMOVABLE HARD DRIVE (ARHD)	003897MIU	\$765	\$616	\$30	\$21	\$17	\$14
Optional Counter Interface Unit Type A	413012	\$62	\$31	\$2	\$1	\$1	\$1
ESP Digital QC 120/15 Network (Powerfilter)	D5133INT	\$170	\$110	\$5	\$4	\$3	\$3
FAX OPTION ACCESSORIES							
Ricoh Fax Option Type 5001	415291	\$1,150	\$553	\$27	\$19	\$15	\$13
G3 Interface Unit Type 5030	413691	\$695	\$340	\$17	\$12	\$9	\$8
Handset Type 1018	440781	\$68	\$34	\$2	\$1	\$1	\$1
32MB Memory Unit Type B	001342MIU	\$195	\$90	\$4	\$3	\$2	\$2
PRINT/SCAN OPTION							
PostScript3 Unit Type 5000	413951	\$920	\$445	\$22	\$15	\$12	\$10
IEEE802.11a/b/g Wireless Interface Type J	414008	\$565	\$290	\$14	\$10	\$8	\$7
Gigabit Ethernet Board Type A	402547	\$340	\$211	\$10	\$7	\$6	\$5
IEEE1284 Interface Board Type A	411699	\$105	\$51	\$2	\$2	\$1	\$1
Bluetooth Interface Unit Type 3245	412866	\$378	\$223	\$11	\$8	\$6	\$5
Special Options							
File Format Converter Type E	414007	\$605	\$304	\$15	\$10	\$8	\$7
Key Counter Bracket Type H	412552	\$100	\$48	\$2	\$2	\$1	\$1
Data Overwrite Security Unit Type I	413955	\$420	\$201	\$10	\$7	\$5	\$5
Scanner Accessibility Option Type 4045	413054	\$1,690	\$803	\$39	\$28	\$22	\$18
3168-17 USB Keyboard	100168FKG	\$449	\$409	\$20	\$14	\$11	\$9
TOTAL PER MONTH FOR EACH MP4001					\$206		
TOTAL PER MONTH FOR 3 MP4001's					\$206		
SUPPLIES							
TONER MP4500/8045E/LD345	841346	\$342					
STAPLES TYPE K 5000/CTG	410501	\$44					
STAPLES TYPE K REFILL	410802	\$78					
STAPLES TYPE L	411240	\$32					
STAPLES TYPE L REFILL	411241	\$53					
Marker Type 30	334049	\$31					

Notes

- (1) Mainframe includes 2 x 550 Sheet Paper Trays, 768MB RAM, 100-Sheet A4/D, Duplex, 100-Sheet Bypass, Interchange, 4U GB HDD, Printer/Scanner SD Card, Color Scanning is a standard feature. Also includes Java Card Type F, 1 standard PPDM license that includes 1 Desktop, 1 PSP Server Software & MFP Connectivity, plus standard App2Me application. Standard support for PCL5e/PL6. RPCS is not available.
- (2) Must install either FAC33 Cabinet (413762) or PB3040 (415002) or PB3050 (415003).
- (3) The Bridge Unit BU3030 (414175) is required with the SR3020 Booklet Finisher (413323), SR790 (412730) and SR3030 Finishers (413325).
- (4) 125 Sheet Capacity. Provides additional output tray to separate fax/print output from copy.
- (5) Encrypts HDD and Non-Volatile RAM data immediately upon storage, which reduces the risk of data disclosure in the event HDD is stolen.
- (6) Punch Kit Type 3260 NA 2/3 (412209) requires the installation of either Finisher SR3030 (413325) or Booklet Finisher SR3020 (413323).
- (7) 33.6Kbps, 2 Second Transmission Speed, Standard 181G. Standard 320 Pages. LAN-Faxing, Fax Forward to Email, IP Faxing.
- (8) Provides an additional fax modem. Two additional G3 lines can be added. Maximum of 3 lines available.
- (9) Memory Unit Type B 32MB increases page memory size to 16MB, SAF memory size increases to 28MB (or 2,240 pages), and resolution increases to 400 x 400 dpi.
- (10) Required for Macintosh and PostScript environments.
- (11) Overwrites Copy, Print, Scanner, Document Server, File Format Converter and Paperless Fax.
- (12) One out of five options may be installed: IEEE1284 (411699), Bluetooth (412866), IEEE802.11a/g (414008), Gigabit Ethernet (402547) or File Format Converter (414007).
- (13) Required to convert, format and drag to desktop document stored via Copy or Print mode.
- (14) Requires Fax Option Type 5001 (415291).
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- (17) Cannot install Paper Feed Unit Type PB3040 (415002) with Tandem LCT PD3050 (415003).
- (18) 20-Pin Interface used to attach External Key Counter or Key Card Device.
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- (20) Includes cable kit to allow ARDF/Scanner to be removed from mainframe and placed on a table for easier access.
- (21) This option is installed in the standard exit tray and supports optional eCopy ShareScan Suite, eCopy ShareScan Essentials & GlobalScan IIX.
- (22) PPDM Bundle Upgrade. Only valid for purchase with the MP 2851SP/MP 3351SP/MP 40001SP/MP 5001SP products.
- (23) RHD kit uses MFP's Internal Hard Drive.
- (24) Fax Option is NOT COMPATIBLE with RHD or ARHD.
- (25) HDD Encryption unit is NOT COMPATIBLE with RHD or ARHD.
- (26) ARHD includes an extra hard drive.

TASB

IKON Office Solutions GTX IMP CANON / RICOH DIGITAL BLACK&WHITE, COLOR AND PROFESSIONAL SERVICES

TERM	SEG 1	SEG 2	SEG 3	SEG 4a	SEG 4b	SEG 5a	SEG 5b	SEG 6
	Per Copy	Per Copy	Per Copy	Per Copy	Per Copy	Per Copy	Per Copy	Per Copy
12 MONTH	0.0149	0.011	0.0085	0.0066	0.0064	0.0058	0.0056	0.0051
36 MONTH RATE	0.0156	0.0115	0.0089 ✓	0.0068	0.0066	0.006	0.0058	0.0053
48 MONTH RATE	0.0163	0.0121	0.0093	0.0071	0.0068	0.0063	0.006	0.0055
60 MONTH RATE	0.0171	0.0127	0.0098	0.0075	0.0072	0.0066	0.0062	0.0057

OVERAGES	0.0145	0.0095	0.0086	0.0062	0.0060	0.0055	0.0054	0.0050

MONTHLY VOLUME	1,000-2,500	2,500-5,000	5,000-10,000	10,000-20,000	20,000-30,000	30,000-40,000	40,000-75,000	75,000 +
	B/W Service for MP 4001SP: 5,000 B/W Images per month per machine x \$0.0089 = \$44.50 B/W Service for MP 4001SP: 5,000 B/W Images per month per machine x \$0.0089 = \$44.50 B/W Service for MP 4001SP: 5,000 B/W Images per month per machine x \$0.0089 = \$44.50 TOTAL FOR 3 MP 4001SP's = \$133.50 ✓ Overages charged @ \$0.0000 (UNLIMITED)							

Price included Service Parts/Labor, Black, Toner and Staples. Excluded Connectivity Support.
* Required Minimum Volume

TERM	C1100MPC-1	CLCA45100	MP-C200Q2500 /3000	MP-C350Q4500 /6000/7500	C2550/3080/4240	CA060/4550/5185	C6050U/5068U	CP-PS301550/71000 /6000VP/65000
	Color	Color	B/W or Color**	B/W or Color**		B/W or Color**	B/W or Color**	Color*
12 MONTH	0.1200	0.0680	0.0750	0.0750	0.0660	0.0660	0.0830	0.0520
36 MONTH RATE	0.1250	0.0700	0.0770	0.0770	0.0679	0.0679	0.0850	0.0540
48 MONTH RATE	0.1313	0.0720	0.0790	0.0790	0.0712	0.0712	0.0870	0.0560
60 MONTH RATE	0.1378	0.0740	0.0810	0.0810	0.0748	0.0748	0.0890	0.0580

OVERAGES COLOR	0.1100	0.0660	0.0720	0.0720	0.0640	0.0640	0.0810	0.0500
BLACK/WHITE CPC	0.0200	0.0130	0.0110	0.0090	0.0110	0.0100	0.0120	0.0120

MONTHLY VOLUME COLOR	1,000-2,500	10,000 +	2,500 +	5,000 +	2,500 +	5,000 +	5,000 +	10,000 +
RIP Fees	\$45/month	\$50/month	\$30/month	\$30/month	\$30/month	\$30/month	\$30/month	\$50/month
No charge for Embedded RIPs								

Price included Service Parts/Labor, Toners and Staples. Excluded Connectivity Support.
* Required Minimum COLOR Volume. ** Select either Black/White or Color as minimum.

Professional Services	Product Code	MSRP	BuyBoard
IKON's Print Assessment (up to 150 Users)	PS-INASSESPRINT	\$1,820.00	\$1,500.00
Additional Users		\$10.00	\$8.00
System Analyst - Hourly Rate	PS-INANALYSIS	\$170.00	\$130.00
- Statement of Work Required			

SERVICE TOTAL FOR 3 MP 4001SP's	\$133.50
TOTAL MONTHLY SERVICE FEE	\$133.50
B/W Overages charged @ \$0.0000 (UNLIMITED)	
Managed Printer Fleet Pricing All LaserJet Printers BuyBoard Pricing B/W Printer 03/impression* Color 25/impression* * Only Laser Jets * All Printers need to have Director of Service approval prior to	



Product Schedule Number: _____

State and Local Government Master Agreement Number: _____

This Image Management Plus Product Schedule ("Schedule") is made part of the State and Local Government Master Agreement ("Master Agreement") identified on this Schedule between IKON Office Solutions, Inc. ("we" or "us") and HIDALGO, COUNTY OF _____, as Customer ("Customer" or "you"). All terms and conditions of the Master Agreement are incorporated into this Schedule and made a part hereof. It is the intent of the parties that this Schedule be separately enforceable as a complete and independent agreement, independent of all other Schedules to the Master Agreement.

CUSTOMER INFORMATION

HIDALGO, COUNTY OF				STEPHANIE PALACIOS			
Customer (Bill To) 1615 S. CLOSER, STE. C				Billing Contact Name P.O. BOX 87			
Product Location Address EDINBURG HIDALGO TX 78539				Billing Address (if different from location address) EDINBURG HIDALGO TX 78539			
City	County	State	Zip	City	County	State	Zip
EDINBURG	HIDALGO	TX	78539	EDINBURG	HIDALGO	TX	78539
Billing Contact Telephone Number 956-318-2200				Billing Contact Facsimile Number 956-318-2251		Billing Contact E-Mail Address STEPHANIE@CO.HIDALGO.TX.US	

PRODUCT DESCRIPTION ("Product")

Qty	Product Description: Make & Model
1	RICOH MP4001 (MASTER COURT 1)
1	RICOH MP4001 (430TH COURT)
1	RICOH MP4001 (449TH COURT)

Qty	Product Description: Make & Model

PAYMENT SCHEDULE

Minimum Term (months) 36	Minimum Payment (Without Tax) \$ 707.50	Minimum Payment Billing Frequency ☒ Monthly ☐ Quarterly ☐ Other: _____	Advance Payment ☐ 1 st Payment ☐ 1 st & Last Payment ☐ Other: _____
Guaranteed Minimum Images^a Black/White 5,000	Color N/A	Cost of Additional Images^a Black/White \$0.000	Color N/A
Meter Reading/Billing Frequency ☐ Monthly ☒ Quarterly ☐ Other: _____			

* Based upon Minimum Payment Billing Frequency

^a Based upon standard 8 1/2" x 11" paper size. Paper sizes greater than 8 1/2" x 11" may count as more than one image.

Sales Tax Exempt: ☒ YES (Attach Exemption Certificate) Customer Billing Reference Number (P.O. #, etc.) _____
Addendum(s) attached: ☐ YES (check if yes and indicate total number of pages: _____)

TERMS AND CONDITIONS

- The first Payment will be due on the Effective Date.
- You, the undersigned Customer, have applied to us to use the above-described items ("Product") for lawful commercial (non-consumer) purposes. **THIS IS AN UNCONDITIONAL, NON-CANCELABLE AGREEMENT FOR THE MINIMUM TERM INDICATED ABOVE.** If we accept this Schedule, you agree to use the above Product on all the terms hereof, including the Terms and Conditions on the

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Master Agreement. THIS WILL ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS SCHEDULE AND THE MASTER AGREEMENT AND HAVE RECEIVED A COPY OF THIS SCHEDULE AND THE MASTER AGREEMENT.

3. Image Charges/Meters: In return for the Minimum Payment, you are entitled to use the number of Guaranteed Minimum Images as specified in the Payment Schedule of this Agreement. The Meter Reading/Billing Frequency is the period of time (monthly, quarterly, etc.) for which the number of images used will be reconciled. If you use more than the Guaranteed Minimum Images during the selected Meter Reading/Billing Frequency period, you will pay additional charges at the applicable Cost of Additional Images as specified in the Payment Schedule of this Schedule for images, black and white and/or color, which exceed the Guaranteed Minimum Images ("Additional Images"). The charge for Additional Images is calculated by multiplying the number of Additional Images times the applicable Cost of Additional Images. The Meter Reading/Billing Frequency may be different than the Minimum Payment Billing Frequency as specified in the Payment Schedule of this Schedule. You will provide us or our designee with the actual meter reading(s) by submitting meter reads electronically via an automated meter read program, or in any other reasonable manner requested by us or our designee from time to time. If such meter reading is not received within seven (7) days of either the end of the Meter Reading/Billing Frequency period or at our request, we may estimate the number of images used. Adjustments for estimated charges for Additional Images will be made upon receipt of actual meter reading(s). Notwithstanding any adjustment, you will never pay less than the Minimum Payment.

4. Additional Provisions (if any) are: _____

THE PERSON SIGNING THIS AGREEMENT ON BEHALF OF THE CUSTOMER REPRESENTS THAT HE/SHE HAS THE AUTHORITY TO DO SO.

CUSTOMER	Accepted by: IKON OFFICE SOLUTIONS, INC.
By: <u>X</u>	By: _____
Authorized Signer Signature	Authorized Signer Signature
Printed Name: _____	Printed Name: _____
Title: _____ Date: _____	Title: _____ Date: _____

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