AI-27167 **2.A.**

transfer of funds = travel

CC CONSENT

Date: 06/21/2011
Submitted By: Monica Badillo, EXECUTIVE OFFICE
Department: EXECUTIVE OFFICE
Agenda Category: 2011 Intradept.(line-item) Transfers

Information

CAPTION

2011 - Executive Office (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011
ACCT. #: 1-1100-413-00-125-001-0-XXX
FUNDS AVAILABLE Y/N?: Y
MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:
Funds available as of 6/16/11.

Attachments

Link: revised

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/16/2011 05:24 PM	APRV
2	Auditor's Office	Arcilia Duran	06/16/2011 05:38 PM	APRV

Form Started By: Monica Badillo
Started On: 06/16/2011 05:14 PM

Final Approval Date: 06/16/2011

DATE: June 16, 2011

DEPARTMENT HEAD: VALDE GUERRA

DEPARTMENT NAME: EXECUTIVE OFFICE

ACCOUNT NUMBER: 1-1100-413-00-125-001-0

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
640	Reference Material	583	Out of co. travel	100.00
664	Other Minor Equip.	583	Out of co. travel	100.00
672	Eq. & veh. R&M Supplies	583	Out of co. travel	189.00
532	Wireless Devices	811	Licenses & Permits	200.00
581	In Co. Travel	811	Licenses & Permits	200.00
810	Dues & Memberships	811	Licenses & Permits	200.00
			TOTAL	989.00

REASON: **To pay for upcoming travel for staff member -Lorie Ochoa**
To pay for permit fees re: Env. Compliance Refer to AI #27154.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

AI-27089 **2.B.**

Line Item Transfer

CC CONSENT

Date:	06/21/2011
Submitted By:	Myra Montoya, SHERIFF DEPT.
Submitted For:	Myra Montoya
Department:	SHERIFF DEPT.
Agenda Category:	2011 Intradept.(line-item) Transfers

Information

CAPTION

2010 - Sheriff's Office (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-421-00-280-001-0-XXX

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

BUDGETARY IMPACT:

582-->320 - $ 160.00; Funding available as of 6/16/11.

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Anacleto Martinez	Monica Badillo	06/15/2011 01:46 PM	APRV
2	Pat Medina	Pat Medina	06/15/2011 04:28 PM	APRV
3	Budget & Management	Erika Zamora	06/16/2011 08:48 AM	APRV
4	Norma Silva	Norma Silva	06/16/2011 01:08 PM	APRV
5	Auditor's Office	Arcilia Duran	06/16/2011 01:14 PM	APRV

Form Started By: Myra Montoya Started On: 06/14/2011 02:32 PM

Final Approval Date: 06/16/2011

DATE: 6/14/2011

DEPARTMENT HEAD: SHERIFF GUADALUPE "LUPE" TREVINO

DEPARTMENT NAME: SHERIFF'S OFFICE

ACCOUNT NUMBER: 1-1100-421-00-280-001-0-

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	ACCOUNT (OBJECT) NAME	ACCOUNT NUMBER	ACCOUNT (OBJECT)	AMOUNT
1-1100-421-00-280-001-0-582	TRANSPORTATION OF DETAINEES	1-1100-421-00-280-001-0-320	PROFESSIONAL SERVICES	$160.00
		T O T A L		**$160.00**

REASON: TRANSFER IS BEING REQUESTED TO COVER TOTAL EXPENDITURE FOR TCLEOSE TESTING FOR CADETS.

_____

DEPARTMENT HEAD SIGNATURE

_____ _____/_____/_____ _____

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

COUNTY AUDITOR'S FORM: ARS-CA-017
REVISED: 02/11/2003

AI-27108 **2.C.**

Line Item Transfer

CC CONSENT

Date:	06/21/2011
Submitted By:	Emilia Uriegas, SHERIFF DEPT.
Submitted For:	Anacleto Martinez
Department:	SHERIFF DEPT.
Agenda Category:	2011 Intradept.(line-item) Transfers

Information

CAPTION

2011 - Sheriff's Office (1284)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1284-421-51-280-030-0-XXX

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

BUDGETARY IMPACT:

Funds are available as of 06/15/11.

Attachments

Link: Line Item Transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Pat Medina	Pat Medina	06/15/2011 01:26 PM	APRV
2	Budget & Management	Erika Zamora	06/15/2011 03:20 PM	APRV
3	Ana Galvan	Anna Galvan	06/16/2011 03:19 PM	APRV
4	Auditor's Office	Arcilia Duran	06/16/2011 03:29 PM	APRV

Form Started By: Emilia Uriegas Started On: 06/15/2011 10:14 AM

Final Approval Date: 06/16/2011

DATE: June 15, 2011

DEPARTMENT HEAD: Sheriff Guadalupe "Lupe" Trevino

DEPARTMENT NAME: LRGVDC 911 Program

ACCOUNT NUMBER: 1-1284-421-51-280-030-0-XXX

SUBJECT: Budget Line-Item Transfer (s)

Honorable Commissioners' Court of Hidalgo County:

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

FROM			TO		
ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
1-1284-421-51-280-030-0-745	Computer Equipment	→	1-1284-421-51-280-030-0-601	Office & Computer Supplies	770.22
1-1284-421-51-280-030-0-745	Computer Equipment	→	1-1284-421-51-280-030-0-661	Minor Office Furniture and Equipment	369.00
		→			
		→			
		→			
		→			
		→			
		→			
		→			
					$1,139.22

REASON: To provide funding of items for communications section--batteries, headset remote toggle switches, headsets and wireless headset base.

_____
DEPARTMENT HEAD SIGNATURE

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

AI-27104 **2.D.**

Line Item Transfer

CC CONSENT

Date:	06/21/2011
Submitted By:	Myra Montoya, SHERIFF DEPT.
Submitted For:	Myra Montoya
Department:	SHERIFF DEPT.
Agenda Category:	2011 Intradept.(line-item) Transfers

Information

CAPTION

2011 - Sheriff's Office (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-421-00-280-001-0-XXX

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

BUDGETARY IMPACT:

Available account balance as of 6-15-11

Attachments

Link: Line Item Transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Pat Medina	Pat Medina	06/15/2011 12:02 PM	APRV
2	Budget & Management	Erika Zamora	06/15/2011 03:19 PM	APRV
3	JC Carreon	JC Carreon	06/15/2011 03:41 PM	APRV
4	Auditor's Office	Arcilia Duran	06/15/2011 04:00 PM	APRV

Form Started By: Myra Montoya Started On: 06/15/2011 09:42 AM

Final Approval Date: 06/15/2011

DATE: 6/15/2011

DEPARTMENT HEAD: SHERIFF GUADALUPE "LUPE" TREVINO

DEPARTMENT NAME: SHERIFF'S OFFICE

ACCOUNT NUMBER: 1-1100-421-00-280-001-0-

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	ACCOUNT (OBJECT) NAME		ACCOUNT	ACCOUNT (OBJECT)	AMOUNT
1-1100-421-00-280-001-0	336- COMPUTER SERVICES	→	1-1100-421-00-280-001-0	745- COMPUTER EQUIPMENT	$28,000.00
		→			
		→			
		→			
		→			
		→			
		→			
		→			
		→			
		→			
		T O T A L			**$28,000.00**

REASON: TRANSFER IS BEING REQUESTED TO COVER EXPENDITURE FOR BACKUP SOLUTION FOR DATA SERVERS.

_____

DEPARTMENT HEAD SIGNATURE

_____ _____/_____/_____ _____

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

COUNTY AUDITOR'S FORM: ARS-CA-017
REVISED: 02/11/2003

AI-27109 **2.E.**

TB Control FY 11 Line Item Transfer

CC CONSENT

Date: 06/21/2011
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. #: 1-1293-441-00-340-008-1-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

601-->811 - $ 400.00; Funding available as of 6/16/11.

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/15/2011 03:20 PM	APRV
2	Norma Silva	Norma Silva	06/16/2011 01:47 PM	APRV
3	Auditor's Office	Arcilia Duran	06/16/2011 02:04 PM	APRV

Form Started By: Mike Escaname Started On: 06/15/2011 12:14 PM

Final Approval Date: 06/16/2011

Date: June 15, 2011
Department Head: Eduardo Olivarez, Chief Administrative Officer
Department Name: Hidalgo County Health & Human Services Department
Account Number: 1-1293-441-00-340-008-1- T.B. CONTROL
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
1-1293-441-00-340-008-1-601	OFFICE & COMPUTER SUPPLIES	1-1293-441-00-340-008-1-811	LICENSES & PERMITS	$400.00
			Amount	$ 400.00

Revenue Account
Amount Requested: $ 400.00

Reason: Line item transfer needed to cover anticipated expenditures.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S COURT DATE ATTEST COUNTY CLERK

AI-27151 **2.F.**

LIT

CC CONSENT

Date:	06/21/2011
Submitted By:	Damaris San Miguel, BUDGET & MANAGEMENT
Submitted For:	Health Department
Department:	BUDGET & MANAGEMENT
Agenda Category:	2011 Intradept.(line-item) Transfers

Information

CAPTION

2011 - Health & Human Services (1293)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1293-441-00-340-042-1-XXX

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

BUDGETARY IMPACT:

113-->320 - $ 20,000.00; Funding available as of 6/16/11.

Attachments

Link: LIT

Link: Public Health Cost Analysis

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Damaris San Miguel	Damaris San Miguel	06/16/2011 11:34 AM	APRV
2	Budget & Management	Erika Zamora	06/16/2011 11:40 AM	APRV
3	Norma Silva	Norma Silva	06/16/2011 03:40 PM	APRV
4	Auditor's Office	Arcilia Duran	06/16/2011 05:37 PM	APRV
5	Budget & Management	Erika Zamora	06/17/2011 08:23 AM	APRV

Form Started By: Damaris San Miguel Started On: 06/16/2011 11:28 AM

Final Approval Date: 06/17/2011

Date: June 15, 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-
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
1-1293-441-00-340-042-1-113	F/T EMPLOYEES	1-1293-441-00-340-042-1-320	PROFESSIONAL SERVICES	$20,000.00
			Amount	$ 20,000.00

Revenue Account
Amount Requested: $ 20,000.00

Reason: Line item transfer needed in cover expenditure.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S COURT DATE ATTEST COUNTY CLERK

PPCPS/ PHER GRANT
FY 2011
COST ANALYSIS
TERMINATION OF GRANT
EFFECTIVE 07/31/2011

Slot No.	Object Code	Position Title	Grade	Step	Budgeted Salary	Actual Salary	Rate of Pay	Allowances	LEAVES Vac.	Comp.	Hol.	Total Leaves	Total Payout (Leaves Only)
G001	113	EPIDEMIOL. ASSIST.	14	0	$47,963.00	$47,963.00	$23.0591	$0.00	32	0	0	32	$737.89
G002	113	EPIDEMIOL. ASSIST.	14	1	$50,487.00	$50,487.00	$24.2726	$0.00	75.5	0	0	75.5	$1,832.58
G003	113	PUBLIC HEALTH PLAN.	11	0	$38,074.00	$0.00		$0.00	-	-	-	-	-
G004	113	PUBLIC HEALTH SPEC. II	11	0	$38,074.00	$38,074.00	$18.3048	$0.00	32	0	0	32	$585.75
G005	113	PUBLIC HEALTH SPEC. II	11	0	$38,074.00	$38,074.00	$18.3048	$0.00	32	0	0	32	$585.75
G006	113	PUBLIC HEALTH SPEC. II	11	0	$38,074.00	$38,074.00	$18.3048	$0.00	32	0	0	32	$585.75
G007	113	PUBLIC HEALTH WEB DEV. TECH	8	0	$30,224.00	$30,224.00	$14.5308	$0.00	32	0	0	32	$464.99
				TOTAL	**$280,970.00**	**$242,896.00**	**-**	**$0.00**	**235.5**	**0**	**0**	**235.5**	**$4,792.72**

Note: 6 Employees

		Unit				Unit	
SALARIES (WAGES)	$242,896.00	-	$242,896.00	**LEAVES (WAGES)**	$4,792.72	-	$4,792.72
HEALTH	$3,600.00	6	$21,600.00	**HEALTH**	$3,600.00	-	-
LIFE	$27.00	6	$162.00	**LIFE**	$27.00	-	-
FICA	7.65%	-	$18,581.54	**FICA**	7.65%	-	$366.64
RETIREMENT	9.60%	-	$23,318.02	**RETIREMENT**	9.60%	-	$460.10
UNEMPLOYMENT	0.50%	-	$1,214.48	**UNEMPLOYMENT**	0.50%	-	$23.96
WORKERS COMP	0%	-	$0.00	**WORKERS COMP**	0%	-	$0.00
TOTAL SALARIES & FRINGE BENEFIT EXPENDITURES			**$307,772.04**				**$5,643.43**

		Annual Exp	Annual Pay Periods	Expenditure Per Pay Period	PP Remain.	Total Estimated Cost/ Expend.	Minus De-Oblig. CC 06/14/11	Available Balance as of 06/15/2011	Variance j - i - h	
LEAVES (WAGES)		$4,792.72	**-**	-	-	$4,792.72	-	-	-	
HEALTH	See Below	-	-	-	-	-	-	-	-	
LIFE	See Below	-	-	-	-	-	-	-	-	
FICA		$366.64	-	-	-	$366.64	-	-	-	
RETIREMENT		$460.10	-	-	-	$460.10	-	-	-	
UNEMPLOYMENT		$23.96	-	-	-	$23.96	-	-	-	
WORKERS COMP		$0.00	-	-	-	$0.00	-	-	-	
TOTAL LEAVES (WAGES)		**$5,643.43**	**-**	**-**	**-**	**$5,643.43**	**-**	**-**	**-**	
SALARIES (WAGES)		$242,896.00	26	$9,342.15	4	$37,368.62	$101,243.00	$161,379.90	$17,975.57	J43-I43-H43-H34
HEALTH		$21,600.00	24	$900.00	4	$3,600.00	$15,583.00	$18,055.91	($1,127.09)	J44-I44-H44
LIFE		$162.00	12	$13.50	2	$27.00	$27.00	$155.00	$101.00	J45-I45-H45
FICA		$18,581.54	26	$714.67	4	$2,858.70	$7,750.00	$12,511.61	$1,536.27	J46-I46-H46-H37
RETIREMENT		$23,318.02	26	$896.85	4	$3,587.39	$9,720.00	$13,771.33	$3.84	J47-I47-H47-H38
UNEMPLOYMENT		$1,214.48	26	$46.71	4	$186.84	$507.00	$12,072.93	$11,355.12	J48-I48-H48-H39
WORKERS COMP		$0.00	26	$0.00	4	$0.00	$0.00	$0.00	$0.00	J49-I49-H49-H40
TOTAL SALARIES & FRINGES		**$319,058.89**	**-**	**$11,913.89**	**-**	**$47,628.54**	**$134,830.00**	**$217,946.68**	**$29,844.71**	

(PRORATED FROM 06/06/2011 THRU 07/31/2011)

DBM- rc
06/15/11

AI-27110 **2.G.**

Intradepartmental Line Item Transfer

CC CONSENT

Date: 06/21/2011
Submitted By: Nora Linda Cruz, TX. AGRILIFE EXT. SERVICES
Department: TX. AGRILIFE EXT. SERVICES
Agenda Category: 2011 Intradept.(line-item) Transfers

Information

CAPTION

2011 - Tx. Agrilife Ext. Services (1100)

BACKGROUND

We are requesting an intradepartmental line item transfer from account #1-1100-461-00-380-001-0-601 to account #1-1100-461-00-380-001-0-432. Due to budget cuts we have almost exhausted our Equipment & Vehicle Repair & Maintenance Service account. We are needing repairs to our 2002 Econoline Van and we are making certain to have some funding available for emergencies that should arise further into the year. Please consider. Thank You

Fiscal Impact

FISCAL YEAR: 2011
ACCT. #: 1-1100-461-00-380-001-0-XXX
FUNDS AVAILABLE Y/N?: Y
MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Available account balance as of 06-16-11

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/15/2011 03:21 PM	APRV
2	Veronica Ortiz	Veronica Ortiz	06/16/2011 11:23 AM	APRV
3	Auditor's Office	Arcilia Duran	06/16/2011 11:42 AM	APRV

Form Started By: Nora Linda Cruz
Started On: 06/15/2011 12:31 PM

Final Approval Date: 06/16/2011

DATE: June 15, 2011

DEPARTMENT HEAD: Barbara Storz

DEPARTMENT NAME: TEXAS AGRILIFE EXTENSION

ACCOUNT NUMBER: 1-1100-461-00-380-001-0

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	**TO** OBJECT CODE	OBJECT DESCRIPTION	**AMOUNT**
601	Office & Computer Supplies	432	Equip & Veh R&M Service	$1,000.00
			TOTAL	**1,000.00**

REASON: **To properly classify expenditures for much needed repair to our County 2002 Econoline Van. Also making certain there is some funding available for emergencies such as this.**

Barbara C. Storz

DEPARTMENT HEAD SIGNATURE

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

AI-27045 **2.H.**

27045 lit from 432 into 584 6-9-11

CC CONSENT

Date:	06/21/2011
Submitted By:	Mary Garcia, TAX OFFICE
Submitted For:	Armando Barrera Jr.
Department:	TAX OFFICE
Agenda Category:	2011 Intradept.(line-item) Transfers

Information

CAPTION

2011 -Tax Office (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-415-15-140-001-0-XXX

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

BUDGETARY IMPACT:

Available account balance as of 06-16-11

Attachments

Link: lit 27045 $2,600.00

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/09/2011 01:18 PM	APRV
2	Veronica Ortiz	Veronica Ortiz	06/16/2011 11:20 AM	APRV
3	Auditor's Office	Arcilia Duran	06/16/2011 11:41 AM	APRV

Form Started By: Mary Garcia Started On: 06/09/2011 10:40 AM

Final Approval Date: 06/16/2011

DATE: June 9, 2011

DEPARTMENT HEAD: Armando Barrera Jr.

DEPARTMENT NAME: Hidalgo County Tax Office

ACCOUNT NUMBER: 1-1100-415-15-140-001-0xxx

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

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

FROM OBJECT CODE	OBJECT NAME	**TO** OBJECT CODE	OBJECT NAME	AMOUNT
432	EQUIP & VEH R&M SRV	584	REGISTRATION FEES	$2,600.00
			TOTAL	$2,600.00

REASON: **Need to cover for registration fees.**

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

AI-27134 **2.I.**

2011 Intradepartmental Transfer for Facilities Mgmt

CC CONSENT

Date: 06/21/2011
Submitted By: Olga Garza, BUDGET & MANAGEMENT
Submitted For: Daniel Flores
Department: BUDGET & MANAGEMENT
Agenda Category: 2011 Intradept.(line-item) Transfers

Information

CAPTION

2011 - Facilities Mgmt. (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011
ACCT. #: 1-1100-419-40-220-001-0-XXX
FUNDS AVAILABLE Y/N?: Y
MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:
Available funds as of 6/15/11.

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/16/2011 08:53 AM	APRV
2	Veronica Ortiz	Veronica Ortiz	06/16/2011 11:21 AM	APRV
3	Auditor's Office	Arcilia Duran	06/16/2011 02:36 PM	APRV

Form Started By: Olga Garza
Started On: 06/15/2011 04:14 PM

Final Approval Date: 06/16/2011

DATE: June 21, 2011

2011
Transfer

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Department of Budget & Management for Facilities Management

ACCOUNT NUMBER: 1-1100-419-40-220-001-0-XXX

Contact Person: Olga Garza **Ph#:** (956) 292-7025 Ext. 5427

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
609	AGRICULTURE & LANDSCAPING SUPPLIES	890	OTHER	800.00
			TOTAL	800.00

REASON:
Intradepartmental Transfer to pay Assessment fees to the Hidalgo County Irrigation District #6 (Mission Groves Estates).

DEPARTMENT HEAD SIGNATURE

DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-27053 **2.J.**

Elections Dept- LIT

CC CONSENT

Date: 06/21/2011
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:

350--> 640 $265.00
Available balance as of 06/10/11

320 -->452 $34,500.00
Available balance as of 06/10/11

Attachments

Link: Elections Dept- LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/13/2011 09:14 AM	APRV
2	Ana Galvan	Anna Galvan	06/16/2011 10:14 AM	APRV
3	Auditor's Office	Arcilia Duran	06/16/2011 10:28 AM	APRV

Form Started By: Veronica Lopez
Started On: 06/09/2011 02:09 PM

Final Approval Date: 06/16/2011

DATE: June 10, 2011

2011
Transfer

AI- 27053

DEPARTMENT HEAD: Yvonne Ramon

DEPARTMENT NAME: Elections Department

ACCOUNT NUMBER: 1-1100-414-00-130-001-0-XXX

Contact Person: Veronica L. Nixon **Ph#:** (956) 318-2570 Ext. 5715

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
350	Elections Dept- Other Services	640	Elections Dept- Reference Material	$265.00
320	Elections Dept- Professional Services	452	Elections Dept- Bldg Add & Renov	$34,500.00
			TOTAL	**$34,765.00**

REASON:
Transfer needed for Elections Warehouse Project and Gateway purchase of Atlas for 2011.

Approved by

DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-27096 **2.K.**

Elections Dept- LIT

CC CONSENT

Date: 06/21/2011
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:

535 --> 581 $5,000.00
Available balance as of 06/15/11

Attachments

Link: Elections Dept- LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/15/2011 03:27 PM	APRV
2	JC Carreon	JC Carreon	06/15/2011 03:42 PM	APRV
3	Auditor's Office	Arcilia Duran	06/15/2011 04:01 PM	APRV

Form Started By: Veronica Lopez
Started On: 06/14/2011 04:46 PM

Final Approval Date: 06/15/2011

DATE: June 14, 2011

2011
Transfer

AI- 27096

DEPARTMENT HEAD: Yvonne Ramon

DEPARTMENT NAME: Elections Department

ACCOUNT NUMBER: 1-1100-414-00-130-001-0-XXX

Contact Person: Veronica L. Nixon **Ph#:** (956) 318-2570 Ext. 5715

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
535	Elections Dept- Postage	581	Elections Dept- Travel In County	$5,000.00
			TOTAL	**$5,000.00**

REASON:
Transfer needed for Elections Dept. travel.

Approved by

/ /
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-27148 **2.L.**

D.A. Bad Check - 1222 -Line Item Transfer

CC CONSENT

Date:	06/21/2011
Submitted By:	Roy Cazares, DISTRICT ATTORNEY
Submitted For:	Roy Cazares
Department:	DISTRICT ATTORNEY
Agenda Category:	2011 Intradept.(line-item) Transfers

Information

CAPTION

2011 - D.A. Bad Check (1222)

BACKGROUND

Monies will be used to purchase printer parts and computer software with support.

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1222-412-00-080-006-0-XXX

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

BUDGETARY IMPACT:

Funds available as of 06/16/2011.

Attachments

Link: Line Item Transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/16/2011 11:09 AM	APRV
2	Ana Galvan	Anna Galvan	06/16/2011 05:10 PM	APRV
3	Auditor's Office		06/17/2011 08:45 AM	NEW
4	Budget & Management	Erika Zamora	06/17/2011 08:21 AM	APRV
5	Ana Galvan	Anna Galvan	06/17/2011 08:45 AM	APRV

Form Started By: Roy Cazares Started On: 06/16/2011 10:53 AM

Final Approval Date: 06/17/2011

INTRADEPARTMENTAL TRANSFER

DATE: **June 21, 2011**
DEPARTMENT HEAD: **Rene Guerra, Criminal District Attorney**
DEPARTMENT NAME: **District Attorney's Office**
ACCOUNT NUMBER: **1-1222-412-00-080-006-0-XXX - BAD CHECKS ACCOUNT**
SUBJECT: **Intradepartmental Transfer/s in Accordance with Local Government Code Chapter 111, Subchapter C.**
CONTACT PERSON: **Roy Cazares** PHONE: **(956) 318-2300 ext. 758**

Honorable Commissioner's Court of Hidalgo County:

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

FROM			TO		
OBJECT CODE	**ACCOUNT (OBJECT) NAME**		**OBJECT CODE**	**OBJECT NAME**	**AMOUNT**
672	Equip. & Vehicle R&M Supplies	→	601	Office & Computer Supplies	$ 193.00
743	Office Furniture & Equipment	→	336	Computer Services	$ 1,400.00
		→			
		→			
		→			
		→			
		→			
		→			
		→			
		→			
				TOTAL	**$ 1,593.00**

REASON: Monies will be used to purchase printer parts and computer software with support.

for RENE GUERRA
CRIMINAL DISTRICT ATTORNEY

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-27149 **2.M.**

D.A. General Fund - 1100 - Line Item Transfer

CC CONSENT

Date:	06/21/2011
Submitted By:	Roy Cazares, DISTRICT ATTORNEY
Submitted For:	Roy Cazares
Department:	DISTRICT ATTORNEY
Agenda Category:	2011 Intradept.(line-item) Transfers

Information

CAPTION

2011 - D.A. General Fund (1100)

BACKGROUND

Monies needed to purchase keys and to pay for seminars for Asst. D.A.s to attend in order to get continuing education hours.

Fiscal Impact

FISCAL YEAR: 2011

ACCT. #: 1-1100-412-00-080-002-0-XXX

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Funds available as of 06/16/2011.

Attachments

Link: Line Item Transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/16/2011 11:51 AM	APRV
2	Ana Galvan	Anna Galvan	06/16/2011 03:58 PM	APRV
3	Auditor's Office	Arcilia Duran	06/16/2011 05:31 PM	APRV

Form Started By: Roy Cazares

Started On: 06/16/2011 10:58 AM

Final Approval Date: 06/16/2011

DATE: June 21, 2011

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Department of Budget & Management for District Attorney

ACCOUNT NUMBER: 1-1100-412-00-080-002-0-XXX

Contact Person: Ivan Cantu **Ph#:** (956) 292-7025

2011
Intradepartmental Transfer

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
442	Equip. & Veh. Rentals	679	Other R & M Supplies	180.00
831	Court Costs & Investigation	584	Registration Fees	2,820.00
531	Telephone	584	Registration Fees	1,500.00
534	Internet	583	Travel-Out of Co.	1,000.00
640	Reference Materials	583	Travel-Out of Co.	4,000.00
810	Dues & Memberships	583	Travel-Out of Co.	500.00
831	Court Costs & Investigation	583	Travel-Out of Co.	4,200.00
831	Court Costs & Investigation	584	Registration Fees	280.00
			TOTAL	**14,480.00**

REASON:
To fund Out of Co. Travel, Registration Fees for continuing education of Asst. DAs, and Other R & M Supplies (keys) expenditures.

DEPARTMENT HEAD SIGNATURE

____/____/____
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-27136 **2.N.**

Line Item Transfer

CC CONSENT

Date:	06/21/2011
Submitted By:	Sandra Garcia, RIGHT OF WAY DEPT.
Submitted For:	Joe Pena
Department:	RIGHT OF WAY DEPT.
Agenda Category:	2011 Intradept.(line-item) Transfers

Information

CAPTION

2011 - Right of Way (1200)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1200-431-00-260-001-0-

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

BUDGETARY IMPACT:

745 COMPUTER EQUIPMENT ===> $1,250.00 AVAILABLE AS OF 6/16/11
810 DUES & MEMBERSHIPS ===> $1,900.00 AVAILABLE AS OF 6/16/11
890 OTHER ===> $1,900.00AVAILABLE AS OF 6/16/11

Attachments

Link: LINE ITEM TRANSFER

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/16/2011 08:54 AM	APRV
2	JC Carreon	JC Carreon	06/16/2011 10:26 AM	APRV
3	Auditor's Office	Arcilia Duran	06/16/2011 10:31 AM	APRV

Form Started By: Sandra Garcia Started On: 06/15/2011 04:46 PM

Final Approval Date: 06/16/2011

DATE: June 21, 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
745	COMPUTER EQUIPMENT	}	432	Equip and Vehicle R & M	1,250.00
810	DUES & MEMBERSHIPS		432	Equip and Vehicle R & M	1,000.00
890	OTHER		432	Equip and Vehicle R & M	1,000.00
				TOTAL -->	$3,250.00

REASON: TO MEET EXPENSES. VEHICLE NEEDS URGENT REPAIR.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT | DATE | ATTEST COUNTY CLERK

AI-27090 **2.O.**

FY 2001 Line Item Transfer

CC CONSENT

Date: 06/21/2011
Submitted By: Kimberly Echavarria, J.P. 3, 1
Submitted For: Kimberly Echavarria
Department: J.P. 3, 1
Agenda Category: 2011 Interdepartmental Transfers

Information

CAPTION
2011 - J.P. 3/1 (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-412-00-065-001-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:
Available account balance as of 6-14-11

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/14/2011 03:36 PM	APRV
2	JC Carreon	JC Carreon	06/14/2011 04:41 PM	APRV
3	Auditor's Office	Arcilia Duran	06/15/2011 04:03 PM	APRV

Form Started By: Kimberly Echavarria Started On: 06/14/2011 03:00 PM
Final Approval Date: 06/15/2011

2010 Line Item Transfer(s)
Justice of the Peace Pct. 3 Pl. 1

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,

FROM										TO									
ACCOUNT NUMBER								ACCOUNT NAME		ACCOUNT NUMBER								ACCOUNT NAME	AMOUNT
1	1100	412	00	065	001	0	529	Surety & Notary Bonds	->	1	1100	412	00	065	001	0	601	Office & Comp. Supplies	$ 150.00
									->										
1	1100	412	00	065	001	0	432	Equip. & Veh. R&M Srv	->	1	1100	412	00	065	001	0	601	Office & Comp. Supplies	$ 150.00
									->										
1	1100	412	00	065	001	0	535	Postage	->	1	1100	412	00	065	001	0	601	Office & Comp. Supplies	$147.72
									->										
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																			$ 447.72

REASON: **The above $447.72 is to be transferred to the designated object code(s) for 2011 Office Supplies expense(s).**

Luis J. Garza
DEPARTMENT HEAD

APPROVED COMMISSIONERS' COURT

6/14/2011
DATE

ATTEST COUNTY CLERK

AI-27099 **2.P.**

Line_Item_Transfer 2011 Office supplies/Valley Bottled Water

CC CONSENT

Date: 06/21/2011
Submitted By: Robert Leal, J.P. 4, 2
Submitted For: Robert Leal
Department: J.P. 4, 2
Agenda Category: 2011 Intradept.(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:
Funds available as of 06/16/2011.

Attachments

Link: Line Item Transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/15/2011 09:45 AM	APRV
2	Ana Galvan	Anna Galvan	06/16/2011 04:37 PM	APRV
3	Auditor's Office	Arcilia Duran	06/16/2011 05:40 PM	APRV

Form Started By: Robert Leal Started On: 06/15/2011 08:37 AM

Final Approval Date: 06/16/2011

DATE: June 17, 2011

DEPARTMENT HEAD: Homero Jasso

DEPARTMENT NAME: Justice of the Peace Precinct 4, Place 2

ACCOUNT NUMBER: 1-1100-412-00-068-001-0-XXX

SUBJECT: Intradepartmental Transfer/s

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
532	Wireless Devices	601	Office & Computer Supplies	$100.00
532	Wireless Devices	442	Equipment & Vehicle Rentals	100.00
			TOTAL	200.00

REASON: The line item transfer listed is to pay Gateway Invoice # 328806-0 in the amount of 110.85 for Hidalgo County Self Ink self ink stamps with JP logo and name and to pay rental fees of water cooler to Valley Bottled Water.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

AI-27100 **2.Q.**

Line Item Transfer

CC CONSENT

Date:	06/21/2011
Submitted By:	Esther Contreras, 370TH DISTRICT COURT
Submitted For:	Judge Noe Gonzalez
Department:	370TH DISTRICT COURT
Agenda Category:	2011 Intradept.(line-item) Transfers

Information

CAPTION

2011 - 370th District Court (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-412-00-007-001-0-XXX

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

BUDGETARY IMPACT:

890-->640 - $ 250.00; Funding available as of 6/16/11.

Attachments

Link: Line Item Transfer-1

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/15/2011 09:45 AM	APRV
2	Norma Silva	Norma Silva	06/16/2011 01:31 PM	APRV
3	Auditor's Office	Arcilia Duran	06/16/2011 02:04 PM	APRV

Form Started By: Esther Contreras Started On: 06/15/2011 08:44 AM

Final Approval Date: 06/16/2011

DATE: June 15, 2011

DEPARTMENT HEAD: NOE GONZALEZ

DEPARTMENT NAME: 370TH DISTRICT COURT

ACCOUNT NUMBER: 1-1100-412-00-007-001-0-

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
890	OTHER	640	REFERENCE MATERIALS	$250.00
			TOTAL	250.00

REASON: Current and Future Expenditures

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /

DATE

ATTEST COUNTY CLERK

AI-27101 **2.R.**

Intradepartmental - County Court At Law #6

CC CONSENT

Date:	06/21/2011
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 06/15/11.

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/15/2011 09:45 AM	APRV
2	Veronica Ortiz	Veronica Ortiz	06/16/2011 11:20 AM	APRV
3	Auditor's Office	Arcilia Duran	06/16/2011 11:41 AM	APRV

Form Started By: Sylvia Solis Started On: 06/15/2011 09:04 AM

Final Approval Date: 06/16/2011

DATE: June 15, 2011

2011
Transfer

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Department of Budget & Management for 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 CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
890	OTHER	583	OUT-OF-COUNTY EMPLOYEE TRAVEL	1,000.00
			TOTAL	1,000.00

REASON:
Intradepartmental Transfer to fund car rental expenditures.

DEPARTMENT HEAD SIGNATURE

____/____/____
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-27146 **2.S.**

2011 - Pct. # 1 Adm (1200)

CC CONSENT

Date: 06/21/2011
Submitted By: Robert Elizondo, COMM. PCT. #1
Department: COMM. PCT. #1

Information

CAPTION
2011 - Pct. # 1 Adm (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 06-16-11

Attachments

Link: 2011 - Pct. # 1 Adm (1200)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/16/2011 08:59 AM	APRV
2	Veronica Ortiz	Veronica Ortiz	06/16/2011 11:24 AM	APRV
3	Auditor's Office	Arcilia Duran	06/16/2011 11:45 AM	APRV

Form Started By: Robert Elizondo Started On: 06/16/2011 08:42 AM

Final Approval Date: 06/16/2011

DATE: June 17, 2011 **MEETING REQUEST DATE:** June 21, 2011

DEPARTMENT HEAD: COMMISSIONER JOEL QUINTANILLA AI#

DEPARTMENT NAME: PCT #1 Administration JE-

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

SUBJECT: Budget Line-Item Transfer(s)

Honorable Commissioners' Court of Hidalgo County:

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

FROM ACCOUNT NUMBER								ACCOUNT NAME	TO ACCOUNT NUMBER								ACCOUNT NAME	AMOUNT
1	-1200	-431	-00	-121	-004	-0	442	EQUIPMENT RENTAL	1	-1200	-431	-00	-121	-004	-0	421	DISPOSAL	1,000.00
																		1,000.00

REASON: PREPARING FOR PURCHASES AND SERVICES THAT ARE NEEDED.

JOEL QUINTANILLA

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT / / DATE ATTEST COUNTY CLERK

AI-27145 **2.T.**

2011 - Pct. # 1 Sanitation (1100)

CC CONSENT

Date: 06/21/2011
Submitted By: Robert Elizondo, COMM. PCT. #1
Department: COMM. PCT. #1

Information

CAPTION
2011 - Pct. # 1 Sanitation (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 6/16/11.

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/16/2011 08:59 AM	APRV
2	Norma Silva	Norma Silva	06/16/2011 02:13 PM	APRV
3	Auditor's Office	Arcilia Duran	06/16/2011 02:38 PM	APRV

Form Started By: Robert Elizondo
Started On: 06/16/2011 08:40 AM

Final Approval Date: 06/16/2011

DATE: June 17, 2011 **MEETING REQUEST DATE:** June 21, 2011

DEPARTMENT HEAD: COMMISSIONER JOEL QUINTANILLA

DEPARTMENT NAME: PCT #1 SANITATION

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

SUBJECT: Budget Line-Item Transfer(s)

Honorable Commissioners' Court of Hidalgo County:

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

FROM ACCOUNT NUMBER								ACCOUNT NAME	TO ACCOUNT NUMBER								ACCOUNT NAME	AMOUNT
1	-1100	-432	-00	-121	-001	-0	603	ED. SUPPLIES	1	-1100	-432	-00	-121	-001	-0	855	Late fees	1,000.00
1	-1100	-432	-00	-121	-001	-0	741	VEHICLES	1	-1100	-432	-00	-121	-001	-0	855	Late fees	1,400.00
																		2,400.00

REASON: NEEDED TO COVER FUTURE EXPENSES.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT / / DATE ATTEST COUNTY CLERK

AI-27144 **2.U.**

2011 - Pct. # 1 Parks (1100)

CC CONSENT

Date: 06/21/2011
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?: N

BUDGETARY IMPACT:
Funds available as of 06/16/2011.

Attachments

Link: 2011 - Pct. # 1 Parks (1100)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/16/2011 08:59 AM	APRV
2	Ana Galvan	Anna Galvan	06/16/2011 04:04 PM	APRV
3	Auditor's Office	Arcilia Duran	06/16/2011 05:25 PM	APRV

Form Started By: Robert Elizondo
Started On: 06/16/2011 08:39 AM

Final Approval Date: 06/16/2011

DATE: June 17, 2011 **MEETING REQUEST DATE:** June 21, 2011

DEPARTMENT HEAD: COMMISSIONER JOEL QUINTANILLA

DEPARTMENT NAME: PCT #1 PARKS

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

SUBJECT: Budget Line-Item Transfer(s)

Honorable Commissioners' Court of Hidalgo County:

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

FROM ACCOUNT NUMBER								ACCOUNT NAME	TO ACCOUNT NUMBER								ACCOUNT NAME	AMOUNT
1-	1100-	452-	00-	121-	013-	0-	581	IN CO TRAVEL	1-	1100-	452-	00-	121-	013-	0-	439	OTHER R&M SVR	500.00
1-	1100-	452-	00-	121-	013-	0-	583	OUT OF CO TRAVEL	1-	1100-	452-	00-	121-	013-	0-	439	OTHER R&M SVR	800.00
1-	1100-	452-	00-	121-	013-	0-	584	REG. FEE	1-	1100-	452-	00-	121-	013-	0-	439	OTHER R&M SVR	2,200.00
1-	1100-	452-	00-	121-	013-	0-	630	FOOD	1-	1100-	452-	00-	121-	013-	0-	439	OTHER R&M SVR	500.00
																		4,000.00

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

JOEL QUINTANILLA

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /

DATE

ATTEST COUNTY CLERK

AI-27051 **2.V.**

Budget Line-Item Transfer to Administration Department for supplies @ our 2 office locations

CC CONSENT

Date:	06/21/2011
Submitted By:	Yolanda Cisneros, COMM. PCT. #2
Submitted For:	Yolanda Cisneros
Department:	COMM. PCT. #2
Agenda Category:	2011 Intradept.(line-item) Transfers

Information

CAPTION

2011 - Pct. #2 Administration (1200)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1200-431-00-122-005-0-XXX

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

BUDGETARY IMPACT:

Funding available as of 06/09/2011
From 661 ------> 890 $15,000.00
From 743 ------> 607 $1,500.00
From 743 ------> 679 $1,000.00 (Req. #197137)

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/09/2011 02:00 PM	APRV
2	JC Carreon	JC Carreon	06/09/2011 02:34 PM	APRV
3	Auditor's Office	Angela Garcia	06/10/2011 10:11 AM	APRV
4	Yolanda Cisneros		06/17/2011 10:40 AM	PEND

Form Started By: Yolanda Cisneros Started On: 06/09/2011 01:26 PM

Final Approval Date: 06/17/2011

DATE: June 9, 2011

2011
Transfer

DEPARTMENT HEAD: Hector "Tito" Palacios

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

ACCOUNT NUMBER: 1-1200-431-00-122-005-0-XXX

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

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
661	MINOR OFFICE FURNITURE & EQUIPMENT	890	OTHER	$15,000.00
743	OFFICE FURNITURE & EQUIPMENT	607	HOUSEHOLD & JANITORIAL SUPPLY	$1,500.00
743	OFFICE FURNITURE & EQUIPMENT	679	OTHER R&M SUPPLIES	$1,000.00
7				
			TOTAL	$17,500.00

REASON:
Transfer needed for CLEANING & OTHER SUPPLIES TO OLD & NEW ADMINISTRATION BLDGS. (REQUISITION #197137)

DEPARTMENT HEAD SIGNATURE

6/9/2011
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-27070 **2.W.**

Pct #3 Transfer

CC CONSENT

Date: 06/21/2011
Submitted By: Norma Ceballos, COMM. PCT. #3
Department: COMM. PCT. #3
Agenda Category: 2011 Intradept.(line-item) Transfers

Information

CAPTION

2011 - Pct. #3 Parks (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-452-00-123-008-0-XXX

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

BUDGETARY IMPACT:

673-->679 - $ 1,500.00; Funding available as of 6/16/11.

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/13/2011 02:49 PM	APRV
2	Norma Silva	Norma Silva	06/16/2011 11:34 AM	APRV
3	Auditor's Office	Arcilia Duran	06/16/2011 11:41 AM	APRV

Form Started By: Norma Ceballos Started On: 06/13/2011 02:20 PM

Final Approval Date: 06/16/2011

INTRA-DEPARTMENTAL TRANSFER

DATE: June 21, 2011

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

DEPARTMENT NAME: Hidalgo County Precinct #3 Parks

ACCOUNT NUMBER: 1-1100-452-00-123-008-0-XXX

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

SUBJECT: Intra-departmental Transfer

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT NAME	TO OBJECT CODE	OBJECT NAME	AMOUNT
673	R&M Supplies- Roads & Bridges	679	R&M Supplies - Others	$ 1,500.00
			TOTAL	$ 1,500.00

REASON: Expected expenses.

DEPARTMENT HEAD SIGNATURE

CC DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-27130 **2.X.**

2011 LIT for Pct. 3 Anzalduas Park (1280)

CC CONSENT

Date:	06/21/2011
Submitted By:	Dale Kennan, BUDGET & MANAGEMENT
Submitted For:	Pct. 3 Anzalduas Park (1280)
Department:	BUDGET & MANAGEMENT
Agenda Category:	2011 Intradept.(line-item) Transfers

Information

CAPTION

2011 - Pct. #3 Anzalduas Park (1280)

BACKGROUND

Cost associated with PW-0914

Fiscal Impact

FISCAL YEAR: ACCT. #: 1-1280-452-00-123-988-1-XX1

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

BUDGETARY IMPACT:

Transfer from 671 to 431, in the amount of $400.20 to fund a portion of the replacement cost of a 60ft section of chain link fencing adjacent to the boat ramp at Anzalduas Park in Precinct #3. Available balance in obj. 671 is $50,531.82 as of 6/15/11.

Attachments

Link: 2011 LIT for Pct 3 Anzalduas Park (1280)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/15/2011 03:44 PM	APRV
2	Ana Galvan	Anna Galvan	06/16/2011 03:36 PM	APRV
3	Auditor's Office	Arcilia Duran	06/16/2011 05:11 PM	APRV

Form Started By: Dale Kennan Started On: 06/15/2011 03:31 PM

Final Approval Date: 06/16/2011

DATE: June 15, 2011

2011
Transfer

DEPARTMENT HEAD: Sergio Cruz

DEPARTMENT NAME: Department of Budget & Management for the Pct. 3 Anzalduas Park Project (1280)

ACCOUNT NUMBER: 1-1280-452-00-123-988-1-XX1

Contact: Dale Kennan **Phone:** (956) 292-7025 Ext. 5406

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
671	PCT3-66-0914-PRK EQUIP/CONTENTS--BUILDING&OTHER STRUCTURE R&M SUPPLIES	431	PCT3-66-0914-PRK EQUIP/CONTENTS-BUILDING&OTHER STRUCTURE R&M SERVICE	400.20
				TOTAL **400.20**

REASON:
Transfer from PCT3-66-0914-PRK EQUIP/CONTENTS--BUILDING&OTHER STRUCTURE R&M SUPPLIES to PCT3-66-0914-PRK EQUIP/CONTENTS-BUILDING&OTHER STRUCTURE R&M SERVICE in the total amount of $400.20 to fund a portion of the replacement of 60ft (approx.) of chain link fencing adjacent to the boat ramp.

DEPARTMENT HEAD SIGNATURE

DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-27071 **2.Y.**

Pct #3 Transfer

CC CONSENT

Date: 06/21/2011
Submitted By: Norma Ceballos, COMM. PCT. #3
Department: COMM. PCT. #3
Agenda Category: 2011 Intradept.(line-item) Transfers

Information

CAPTION

2011 - Pct. #3 Sanitation (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-432-00-123-001-0-XXX

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

BUDGETARY IMPACT:

Available account balance as of 06-16-11

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/13/2011 02:49 PM	APRV
2	Veronica Ortiz	Veronica Ortiz	06/16/2011 11:22 AM	APRV
3	Auditor's Office	Arcilia Duran	06/16/2011 11:41 AM	APRV

Form Started By: Norma Ceballos Started On: 06/13/2011 02:22 PM

Final Approval Date: 06/16/2011

INTRA-DEPARTMENTAL TRANSFER

DATE: June 21, 2011

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

DEPARTMENT NAME: Hidalgo County Precinct #3 Sanitation

ACCOUNT NUMBER: 1-1100-432-00-123-001-0

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

SUBJECT: Intra-departmental Transfer

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT NAME	TO OBJECT CODE	OBJECT NAME	AMOUNT
890	**Pct #3 Sanitation - Other**	**432**	**Pct #3 Sanitation- Equip & VehR&M Srv**	**$ 1,000.00**
			TOTAL	**$ 1,000.00**

REASON: To cover expected Expenses.

DEPARTMENT HEAD SIGNATURE

CC DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-27113 **3.A.**

Certificates of Plat and Utility Status

CC CONSENT

Date:	06/21/2011
Submitted By:	Irma Castillo, PLANNING DEPT.
Submitted For:	Irma Castillo
Department:	PLANNING DEPT.
Agenda Category:	Planning Department

Information

CAPTION

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

2. Certificate of Water Service Availability under Texas Local Government Code Section 232.029 (c) (2)

BACKGROUND

Fiscal Impact

Attachments

Link: Cert Plat & Utility Status 06-21-11 pg 1

Link: Cert Plat & Utility Status 06-21-11 pg 2

Link: Water Service Availability 06-21-11

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/15/2011 03:21 PM	APRV
2	Olga Garza	Olga Garza	06/15/2011 04:28 PM	APRV
3	Auditor's Office	Arcilia Duran	06/16/2011 08:43 AM	APRV

Form Started By: Irma Castillo — Started On: 06/15/2011 01:23 PM

Final Approval Date: 06/16/2011

	CERTIFICATE OF PLAT & UTILITY STATUS	
	APPLICANT	APPLICATION NO.
1.	Ismael Saenz Jr.	1-8094
2.	Vanessa Santana	1-8022
3.	Mydalia Chavez	1-8114
4.	Bernardo Carrillo	1-8122
5.	Norma A. Silva	1-8125
6.	Jose A. Trevino	3-40342
7.	Antonio & Angelica Lujan	3-11450
8.	Maria Palomino	4-10733
9.	Celia Alejo Beltran	4-7738
10.	Carolina Guerra	4-10638
11.	Nohemi Ramos	4-10655
12.	Eloisa Alanis	4-10403
13.	Jesus Marin	4-10673
14.	Emilio Tamez	4-10744
15.	Affordable Homes of South Texas C/O Anna C. Flores	4-10527
16.	Gabriela Lopez	4-10745
17.		
18.		
19.		
	COMM. COURT: June 21, 2011	

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

Main Office
1304 South 25th Street
Edinburg, Texas 78542
956-318-2840
956-318-2844

Precinct No.1 Substation
1902 Joe Stephens Ave.
Weslaco, TX 78596
956-968-4734
956-973-7850

Precinct No.3 Substation
2401 N. Moorefield Rd.
Mission, TX 78572
956-205-7045
956-205-7049

Raul E. Sesin, P.E., CFM
Planning Administrator

Precinct (1) 2 3 4

Application No: I-8094
I-25

HIDALGO COUNTY
CERTIFICATE OF PLAT AND UTILITY STATUS
UNDER TEXAS LOCAL GOVT. CODE SECTION 232.028(b)

WE THE UNDERSIGNED CERTIFY AS FOLLOWS:

Upon the application of:

	Approved by Environmental Health:	Temporary Service	Final Service
		Authorized Signature	Authorized Signature
	Inspection/Permit No:		
	Date Approved:	/ /	6/9/2011

Name: ISMAEL Saenz JR.

Address: 4210 Trumbull
Mercedes TX 78570
BLK 5 Lot #3

Phone: 956 246 5422

Water Supplier: North Alamo Water Supply

Utility Provider: [ ]M.V.E.C. [ ] AEP

Account/ESI No.: N/A

[ ] Temporary Pole [ ] Permanent Service

regarding the land described as: LOT 1, 2, 3 BLK 5 WES-MFE SID,

on _____, 20____, the Hidalgo County Commissioners Court, at a meeting duly called and noticed in accordance with the Texas Open Meetings Act, made the following determinations regarding plat and utility status of the land herein described pursuant to Texas Local Government Code Section 232,028(b):

Fill in **"yes"** or **"no"** in each blank

YES A plat has been prepared;

YES A plat has been reviewed and approved by the Commissioners Court; (Date approved 11-1974);

water service facilities have been constructed or installed to service the subdivision under Local Government Code Section 232.023 and are fully operable; (verified by [signature]);

NO an organized sewage collection and treatment system is to be used, and under sewer service facilities have been constructed or installed to service the subdivision under Section 232.023 and are fully operable; (verified by _____);

YES individual septic systems are to be used, and lots in the subdivision can be adequately and legally served by septic systems under Section 232.023; (verified by _____);

YES electrical and gas facilities, if available, have been constructed or installed to service the subdivision under Section 232.023. (verified by [signature]);

[signature]
Planning Department Authorized Signature

_____
Hidalgo County Judge

_____
Date

ATTEST: _____
Hidalgo County Clerk

_____
Date

PLANNING DEPARTMENT

Rev. 02-19-10

County of Hidalgo

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Mission, TX 78572
956-205-7045
956-205-7049

Raul E. Sesin, P.E., CFM
Planning Administrator

Precinct (1) 2 3 4

Application No: 1-8094
1-25

REQUEST FOR HIDALGO COUNTY CERTIFICATE OF PLAT AND UTILITY STATUS UNDER TEXAS LOCAL GOVT. CODE SECTION 232.028(b)

In my status and for the land indicated below, which is located outside of any municipality, I request that the Hidalgo County Commissioners Court make the determinations regarding plat and utility status described in Texas Local Government Code § 232.028(b) and issue a certificate of such determinations:

PARTY MAKING REQUEST:

Name: ISMAEL Saenz JR

Address: 4210 TRUMBO
MERCEDES TX 78570

Phone: 956 246 5462

IDENTIFICATION OF LAND (e.g., lot and block number of recorded subdivision, designation on plat, address, description in deed, etc.):

WEB-Mun Block 5 Lot 1, 2, 3

STATUS OF PERSON OR ENTITY MAKING REQUEST:

___ Subdivider
✓ Owner of lot in subdivision
___ Resident of lot in a subdivision
___ Entity that provides utility service

Ismael Saenz JR — Requesting Party (Signature)

6/3/11 — Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

✓ Deed
___ Executory Contract
___ Lease
___ Rent Receipt
___ Affidavit
✓ Other (describe) Mtt

This part to be filled out by receiving county official:

Location of land verified and completed request accepted by Hidalgo County for processing on:

6-08-11 — **Date**

County Official

NOTICE Prepared by the State Bar of Texas for use by Lawyers only. *To select the proper form, fill in blank spaces, strike out form provisions or insert special terms constitutes the practice of law. No "standard form" can meet all requirements.*

24107

WARRANTY DEED

THE STATE OF TEXAS
COUNTY OF HIDALGO } KNOW ALL MEN BY THESE PRESENTS:

That EMILIO DE LOS SANTOS and JUAN B. CASTILLO

of the County of Hidalgo and State of Texas for and in consideration of the sum of Ten and No/100---------- DOLLARS and other valuable consideration to the undersigned paid by the grantees herein named, the receipt of which is hereby acknowledged,

have GRANTED, SOLD AND CONVEYED, and by these presents do GRANT, SELL AND CONVEY unto

ISMAEL SAENZ, JR. and wife, MARIA GLOFIRA SAENZ

of the County of Hidalgo and State of Texas, all of the following described real property in Hidalgo County, Texas, to-wit:

Lots 1, 2 and 3, Block 5, Wes-Mer Subdivision, Hidalgo County, Texas.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said grantees, their heirs and assigns forever; and we do hereby bind ourselves, our heirs, executors and administrators to WARRANT AND FOREVER DEFEND all and singular the said premises unto the said grantees, their heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED this 14th day of July, A. D. 1978

EMILIO DE LOS SANTOS

JUAN B. CASTILLO

(Acknowledgment)

THE STATE OF TEXAS
COUNTY OF HIDALGO

Before me, the undersigned authority, on this day personally appeared EMILIO DE LOS SANTOS and JUAN B. CASTILLO

known to me to be the person.s..... whose name.s..are.... subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office on this the 18th day of July, A. D. 19 78.

Notary Public in and for HIDALGO County, Texas.

JOHN LAEMLEIN
NOTARY PUBLIC IN AND FOR
HIDALGO COUNTY, TEXAS

(Acknowledgment)

THE STATE OF TEXAS
COUNTY OF

Before me, the undersigned authority, on this day personally appeared

known to me to be the person ..... whose name..... subscribed to the foregoing instrument, and acknowledged to me that..... he .....executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office on this the day of A. D. 19

Notary Public in and for County, Texas.

24107
WARRANTY DEED

EMILIO DE LOS SANTOS &
JUAN B. CASTILLO

TO

ISMAEL SAENZ, JR. ET UX,
MARTHA GLOFIRA SAENZ

PROOF READ

FILED FOR RECORD THIS DATE
At 9:32 o'Clock A M.
JUL 19 1978
SANTOS SALDAÑA
County Clerk, Hidalgo County, Texas
By ..... Deputy

PREPARED IN THE LAW OFFICE OF:
PHIL HARRIS
P. O. BOX 66
420 SOUTH MISSOURI
WESLACO, TEXAS 78596

PLEASE RETURN TO:

THE STATE OF TEXAS
COUNTY OF HIDALGO

I hereby certify that the foregoing instrument of writing with its certificate of authentication was filed for record in my office on the 19 day of July, A. D. 1978, at 9:32 o'clock A M., and was duly recorded by me on the 24, day of July A. D. 1978, at 8:40 o'clock A M., in Vol. 1585, Page 671-673 of the DEED Records of Hidalgo County, Texas.

WITNESS My Hand and the Seal of the County Court of said County, at my office in Edinburg, Texas, this 24 day of July, A. D., 1978

By T. Dyer, Deputy

SANTOS SALDAÑA, Clerk of the County Court of Hidalgo County, Texas

COUNTY CLERK
COUNTY OF HIDALGO, TEXAS

COPY SERVICE CENTER - EDINBURG, TEXAS

Chapter 232 Texas LGC Application

APPLICATION NO:
1-8094
May. 4, 2011

COUNTY OF HIDALGO
PLANNING DEPARTMENT
1902 JOE STEPHENS WESLACO TX 78596
TEL 968-4724 FAX 447-8612

W2200-00-005-0003-00

[1] OWNER: SAENZ, ISMAEL JR MARIA
4210 TRUMAN ST.

MERCEDES TX 78570
Telephone No. 246-5462

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

[4] PURPOSE OF APPLICATION: NEW RESIDENCE
25-RESIDENTIAL NEW SINGLE DWELLING
[5] SIZE OF STRUCTURE: 1,410 Sq. Ft.

[6] USE OF BUILDING: NEW RES. ZONE X

[7] LEGAL DESC./NAME OF SUBDIVISION
WES-MER BLK 5 LT 3
X-25

LOCATION: 0 1015 & MILE 10 N.

[8] SEWAGE: EXIST

[9] CONSTRUCTION TYPE: WOOD

[10] EST. COST OF CONST.: $25,000

[11] SPECIAL FLOOD HAZARD AREA: _____YES
_____ NO

Special Conditions: No construction allowed over any easements.
MUST COMPLY WITH ALL COUNTY SETBACKS & REG.
FRONT 25' REAR 15' SIDES 6'
18"ABOVE CENTER LINE OF STREET

Prepared by _____ Date _____

Approved by _____ Date _____

Signature of Owner or Applicant _____ Date _____

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER_____
TOTAL AMOUNT **$30.00**

Light [ ] Water [X]

Flood Zone: NO
Panel No. /Suffix:_____ Pct: 1

Community No.:_____

Certification of Elevation
Required: _____ YES _____ NO _____ BFE

A. Setbacks front, side & rear shall be in any deed restrictions.
B. No more than one single family residence per lot.
C. Applicant shall comply with all of the plat and/or deed restrictions and requirements affecting the lot.
D. Permit fee shall be doubled for construction commencing or structures moved in prior to obtaining a permit.
E. Applicant/owner states that no structures exist on this tract of land. If found in violation, permit may be revoked.

[NOTICE]

SEPARATE PERMITS ARE REQUIRED FOR SEPTIC TANKS. THIS PERMIT BECOMES NULL AND VOID IF WORK OR CONSTRUCTION AUTHORIZED IS NOT COMMENCED WITHIN 6 MONTHS. OR IF CONSTRUCTION OR WORK IS SUSPENDED OR ABANDONED FOR A PERIOD OF ONE YEAR AT ANYTIME AFTER WORK IS COMMENCED.

I HEREBY CERTIFY THAT I HAVE READ AND EXAMINED THIS APPLICATION AND KNOW THE SAME TO BE TRUE AND CORRECT. ALL PROVISIONS OF LAWS AND REGULATIONS GOVERNING THIS TYPE OF WORK WILL BE COMPLIED WITH WHETHER SPECIFIED HEREIN OR NOT. THE GRANTING OF A PERMIT DOES NOT PRESUME TO GIVE AUTHORITY TO OR CANCEL THE PROVISIONS OF ANY OTHER STATE OR LOCAL LAW REGULATING CONSTRUCTION OR THE PERFORMANCE OF CONSTRUCTION.

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

Main Office
1304 South 25th Street
Edinburg, Texas 78542
956-318-2840
956-318-2844

Precinct No.1 Substation
1902 Joe Stephens Ave.
Weslaco, TX 78596
956-968-4734
956-973-7850

Precinct No.3 Substation
2401 N. Moorefield Rd.
Mission, TX 78572
956-205-7045
956-205-7049

Raul E. Sesin, P.E., CFM
Planning Administrator

Precinct 1 2 3 4

Application No: 1-8022
1-20

HIDALGO COUNTY
CERTIFICATE OF PLAT AND UTILITY STATUS
UNDER TEXAS LOCAL GOVT. CODE SECTION 232.028(b)

WE THE UNDERSIGNED CERTIFY AS FOLLOWS:

Upon the application of:

	Approved by Environmental Health:	Temporary Service	Final Service
		Authorized Signature	Authorized Signature
	Inspection/Permit No:		Mercedes Public Sewer
	Date Approved:	/ /	6 / 10 / 2011

Name: Vanessa Santana

Address: 12547 Shawnee Ave Mercedes TX

Phone: 363-7186 956-756-6269

Water Supplier: mercedes city

Utility Provider: [ ]M.V.E.C. [✓]AEP

Account/ESI No.: 10037784 33511485

[ ] Temporary Pole [✓] Permanent Service

regarding the land described as: Indian Hills, Lot 355 blk. 01,

on _____, 20____, the Hidalgo County Commissioners Court, at a meeting duly called and noticed in accordance with the Texas Open Meetings Act, made the following determinations regarding plat and utility status of the land herein described pursuant to Texas Local Government Code Section 232,028(b):

Fill in **"yes"** or **"no"** in each blank

YES A plat has been prepared;

YES A plat has been reviewed and approved by the Commissioners Court; (Date approved 2-08-4);

YES water service facilities have been constructed or installed to service the subdivision under Local Government Code Section 232.023 and are fully operable; (verified by [signature]);

YES an organized sewage collection and treatment system is to be used, and under sewer service facilities have been constructed or installed to service the subdivision under Section 232.023 and are fully operable; (verified by [signature] 6-10-2011);

NO individual septic systems are to be used, and lots in the subdivision can be adequately and legally served by septic systems under Section 232.023; (verified by [signature] 6-10-2011);

YES electrical and gas facilities, if available, have been constructed or installed to service the subdivision under Section 232.023. (verified by [signature]).

[signature]
Planning Department Authorized Signature

Hidalgo County Judge — **Date**

ATTEST: _____
Hidalgo County Clerk — **Date**

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

Main Office
1304 South 25th Street
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956-318-2844

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Precinct No.3 Substation
2401 N. Moorefield Rd.
Mission, TX 78572
956-205-7045
956-205-7049

Raul E. Sesin, P.E., CFM
Planning Administrator

Precinct (1) 2 3 4

Application No: 1-8027 I-20

REQUEST FOR HIDALGO COUNTY CERTIFICATE OF PLAT AND UTILITY STATUS UNDER TEXAS LOCAL GOVT. CODE SECTION 232.028(b)

In my status and for the land indicated below, which is located outside of any municipality, I request that the Hidalgo County Commissioners Court make the determinations regarding plat and utility status described in Texas Local Government Code § 232.028(b) and issue a certificate of such determinations:

PARTY MAKING REQUEST:

Name: Venessa Santana

Address: 1254 Shawnee Ave

Mercedes TX 78570

Phone: (956) 363-71-86

IDENTIFICATION OF LAND (e.g., lot and block number of recorded subdivision, designation on plat, address, description in deed, etc.):

Indian Hills Lot 355 Blk. 01

STATUS OF PERSON OR ENTITY MAKING REQUEST:

_____ Subdivider
__✓__ Owner of lot in subdivision
_____ Resident of lot in a subdivision
_____ Entity that provides utility service

Venessa Santana — Requesting Party (Signature)

5-16-11 — Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

__✓__ Deed
_____ Executory Contract
_____ Lease
_____ Rent Receipt
_____ Affidavit
__✓__ Other (describe) Prot

This part to be filled out by receiving county official:

Location of land verified and completed request accepted by Hidalgo County for processing on:

5-18-11
Date

County Official

2188556

WARRANTY DEED WITH VENDOR'S LIEN

February 28, 2011

GRANTOR: Robert L. Schwarz, not joined by my wife since the property herein conveyed constitutes no part of our legal homestead

GRANTOR'S MAILING ADDRESS: 800 N. McColl
McAllen, Hidalgo County, Texas 78501

GRANTEE: Vanessa Santana

GRANTEE'S MAILING ADDRESS: P.O Box 1467
Mercedes, Texas 78570

CONSIDERATION: Cash and a note of even date executed by Grantee and payable to the order of Grantor in the principal amount of Ten thousand Five hundred and NO/100 Dollars ($10500.00). The note is secured by a first and superior vendor's lien and superior title retained in this deed and by a first-lien deed of trust of even date from Grantee to Victor R. Perez, Trustee.

PROPERTY (including any improvements):

Lot Three hundred Fifty-Five (355),Block One (1), Indian Hills Subdivision, Hidalgo County, Texas, according to the map and plat of record in Volume 23 Page 180 and 181 and in Volume 24 page 81, Map Records of Hidalgo County, Texas;

RESERVATIONS FROM CONVEYANCE:

SAVE AND EXCEPT all oil, gas and other minerals, all geothermal energy, and wind energy and further SAVE AND EXCEPT (to the fullest extent permitted by law) all water rights and rights to water (whether riparian, appropriative or otherwise) presently appended or annexed to said property.

EXCEPTIONS TO CONVEYANCE AND WARRANTY:

As shown on Exhibit "A" attached hereto and made a part hereof for all purposes.

Liens described as part of the Consideration and any other liens described in this deed as being either assumed or subject to which title is taken; validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing instruments other than conveyances of the surface fee estate, that affect the Property; and taxes for 2011 which Grantee assumes and agrees to pay, and subsequent assessments for that and prior years due to change in land usage, ownership, or both, the payment of which Grantee assumes.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors, to warrant and forever defend all and singular the Property to Grantee and Grantee's heir,successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.
Restrictions: See Exhibit A

Those reservations and exceptions on Exhibit A attached hereto and made a part hereto for all purposes.

Grantor, as the fee simple owner of the Property, establishes the Restrictions as convenants, conditions, and restrictions, whether mandatory, prohibitive, permissive, or administrative to regulate the structural integrity, appaearance, and uses of the Property and the improvements placed on it. Grantor and Grantee stipulate that (a) the Restrictions touch and concern the Property; (b) privity of estate exists by reason of the ownership of the Property; (c) notice is given by filing this instrument in the real property records of the county in which the Property is situated; and (d) the Restrictions are reasonable,their purposes being for the common benefit of Grantor, Grantee and the Affected Property Owners, who are

the structural integrity, appearance, and uses of the Property. The Restrictions run with the land making up the ... binding on Grantee and Grantee's successors and assigns forever, and inure to the benefit of Grantor, Grantee, ... Property Owners, and their successors and assigns forever.

... Vendor's lien against and superior title to the Property are retained until each note described is fully paid according ... terms, at which time this deed will become absolute.

When the context requires, singular nouns and pronouns include the plural.

Grantee accepts the herein described property as is, where is and with all faults, and without any representations or warranties whatsoever, express or implied, written or oral, it being the intention of Grantor and Grantee to expressly negate and exclude all representations and warranties, including, but not limited to (1) the condition the property or any element thereof, including, without limitation, warranties related to environmental conditions, suitability for habitation, merchantability or fitness for a particular purpose; (2) the soil conditions, drainage or other conditions existing at the property with respect to any particular purpose, development potential or otherwise; (3) all warranties created by affirmation of fact or promise by any description of the property; and (4) all other warranties and representations whatsoever, except the warranty of title expressly set forth herein.

Robert L. Schwarz

STATE OF TEXAS)(

COUNTY OF HIDALGO)(

This instrument was acknowledged before me on the 15th day of March, 2011 by Robert L. Schwarz

LORI BONE
Notary Public
STATE OF TEXAS
My Comm. Exp. 06-17-2014

Lori Bone

Notary Public, State of Texas

Notary's name (printed) :

Notary's commission expires :

BUYER'S ACCEPTANCE OF DEED
02-28-2011

The undersigned buyer(s) hereby accepts and consents to the form of Deed attached hereto including, but notlimited to, the provision(s) concerning title exceptions contained therein, and acknowledges the same is in conformity with Buyer's intent, and the terms and provisions of same shall control in the eventof any conflict of the contract Buyer has signed regarding the property described in the attached Deed.

Vanessa Santana

Vanessa Santana

AFTER RECORDING RETURN TO :
Harold Munal
800 N. McColl
McAllen, Texas 78501

Chapter 232 Texas LGC Application

APPLICATION NO:
1-8022
May. 13, 2011

COUNTY OF HIDALGO
PLANNING DEPARTMENT
1902 JOE STEPHENS WESLACO TX 78596
TEL 968-4724 FAX 447-8612

I2230-00-001-0355-00

[1] OWNER: SANTANA, VANESSA

12547 SHAWNEE AVE
MERCEDES, TX. 78570
Telephone No. 624-3617

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: OTHE

[4] PURPOSE OF APPLICATION: MOBILE HOMES
20-MOBILE HOMES

[5] SIZE OF STRUCTURE: 240 Sq. Ft.

[6] USE OF BUILDING: RES.ZONE-X

[7] LEGAL DESC./NAME OF SUBDIVISION
INDIAN HILLS LOT 355 BLK 1

LOCATION: 0 491 & ML 11

[8] SEWAGE: PUBLI

[9] CONSTRUCTION TYPE: WOOD

[10] EST. COST OF CONST.: $1,500

[11] SPECIAL FLOOD HAZARD AREA: _____YES
_____ NO

Special Conditions: No construction allowed over any easements.
MUST COMPLY W/ALL REGULATIONS & SETBACKS
FRONT 20' SIDE'S 6' REAR 15' FINISH FLOOR OF ELEV.
18" TOP OF NATURAL GROUND.

Prepared by _____ Date _____

Approved by _____ Date _____

Signature of Owner or Applicant _____ Date _____

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER_____
TOTAL AMOUNT **$30.00**

Light [X] Water [X]

Flood Zone: NO
Panel No. /Suffix:_____ Pct: 1

Community No.:_____

Certification of Elevation
Required: _____ YES _____ NO _____ BFE

A. Setbacks front, side & rear shall be in any deed restrictions.
B. No more than one single family residence per lot.
C. Applicant shall comply with all of the plat and/or deed restrictions and requirements affecting the lot.
D. Permit fee shall be doubled for construction commencing or structures moved in prior to obtaining a permit.
E. Applicant/owner states that no structures exist on this tract of land. If found in violation, permit may be revoked.

[NOTICE]

SEPARATE PERMITS ARE REQUIRED FOR SEPTIC TANKS. THIS PERMIT BECOMES NULL AND VOID IF WORK OR CONSTRUCTION AUTHORIZED IS NOT COMMENCED WITHIN 6 MONTHS. OR IF CONSTRUCTION OR WORK IS SUSPENDED OR ABANDONED FOR A PERIOD OF ONE YEAR AT ANYTIME AFTER WORK IS COMMENCED.

I HEREBY CERTIFY THAT I HAVE READ AND EXAMINED THIS APPLICATION AND KNOW THE SAME TO BE TRUE AND CORRECT. ALL PROVISIONS OF LAWS AND REGULATIONS GOVERNING THIS TYPE OF WORK WILL BE COMPLIED WITH WHETHER SPECIFIED HEREIN OR NOT. THE GRANTING OF A PERMIT DOES NOT PRESUME TO GIVE AUTHORITY TO OR CANCEL THE PROVISIONS OF ANY OTHER STATE OR LOCAL LAW REGULATING CONSTRUCTION OR THE PERFORMANCE OF CONSTRUCTION.

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

Main Office
1304 South 25th Street
Edinburg, Texas 78542
956-318-2840
956-318-2844

Precinct No.1 Substation
1902 Joe Stephens Ave.
Weslaco, TX 78596
956-968-4734
956-973-7850

Precinct No.3 Substation
2401 N. Moorefield Rd.
Mission, TX 78572
956-205-7045
956-205-7049

Raul E. Sesin, P.E., CFM
Planning Administrator

Precinct 1 2 3 4

Application No: 18114

X-00

HIDALGO COUNTY
CERTIFICATE OF PLAT AND UTILITY STATUS
UNDER TEXAS LOCAL GOVT. CODE SECTION 232.028(b)

WE THE UNDERSIGNED CERTIFY AS FOLLOWS:

Upon the application of:

Approved by Environmental Health:	Temporary Service	Final Service
	Authorized Signature	Authorized Signature
Inspection/Permit No:		Mercedes Public Service
Date Approved:	/ /	6/13/2011

Name: Mydalia Chavez

Address: 12647 Creek Pl
Mercedes TX 78570

Phone: 956-355-6986

Water Supplier: City of Mercedes

Utility Provider: [ ] M.V.E.C. [+] AEP

Account/ESI No.: 10032789 445 192255

[ ] Temporary Pole [ ] Permanent Service

regarding the land described as: Indian Hills Lot 398 Blk. 1,

on _____, 20____, the Hidalgo County Commissioners Court, at a meeting duly called and noticed in accordance with the Texas Open Meetings Act, made the following determinations regarding plat and utility status of the land herein described pursuant to Texas Local Government Code Section 232,028(b):

Fill in **"yes"** or **"no"** in each blank

YES A plat has been prepared;

YES A plat has been reviewed and approved by the Commissioners Court; (Date approved 2-6-84);

YES water service facilities have been constructed or installed to service the subdivision under Local Government Code Section 232.023 and are fully operable; (verified by _____);

YES an organized sewage collection and treatment system is to be used, and under sewer service facilities have been constructed or installed to service the subdivision under Section 232.023 and are fully operable; (verified by _____ 6-13-11);

NO individual septic systems are to be used, and lots in the subdivision can be adequately and legally served by septic systems under Section 232.023; (verified by _____);

YES electrical and gas facilities, if available, have been constructed or installed to service the subdivision under Section 232.023. (verified by _____).

_____ _____ _____

Planning Department Authorized Signature **Hidalgo County Judge** **Date**

ATTEST: _____ _____

Hidalgo County Clerk **Date**

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

Main Office
1304 South 25th Street
Edinburg, Texas 78542
956-318-2840
956-318-2844

Precinct No.1 Substation
1902 Joe Stephens Ave.
Weslaco, TX 78596
956-968-4734
956-973-7850

Precinct No.3 Substation
2401 N. Moorefield Rd.
Mission, TX 78572
956-205-7045
956-205-7049

Raul E. Sesin, P.E., CFM
Planning Administrator

Precinct 1 2 3 4

Application No: 1-8119
X-30

REQUEST FOR HIDALGO COUNTY CERTIFICATE OF PLAT AND UTILITY STATUS UNDER TEXAS LOCAL GOVT. CODE SECTION 232.028(b)

In my status and for the land indicated below, which is located outside of any municipality, I request that the Hidalgo County Commissioners Court make the determinations regarding plat and utility status described in Texas Local Government Code § 232.028(b) and issue a certificate of such determinations:

PARTY MAKING REQUEST:

Name: Mydalia Chavez

Address: 12647 Creek #1
Mercedes TX, 78570

Phone: 355-6987

IDENTIFICATION OF LAND (e.g., lot and block number of recorded subdivision, designation on plat, address, description in deed, etc.):

Indian Hills Lot 398 Blk. 1

STATUS OF PERSON OR ENTITY MAKING REQUEST:

___ Subdivider
✓ Owner of lot in subdivision
___ Resident of lot in a subdivision
___ Entity that provides utility service

Mydalia Chavez
Requesting Party (Signature)

6-13-11
Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

✓ Deed
___ Executory Contract
___ Lease
___ Rent Receipt
___ Affidavit
✓ Other (describe) Plat

This part to be filled out by receiving county official:

Location of land verified and completed request accepted by Hidalgo County for processing on:

6-13-11
Date

Raul E. Sesin
County Official

COPY

2209520

WARRANTY DEED WITH VENDOR'S LIEN

DATE: May 12, 2011

GRANTOR: Robert L. Schwarz, not joined by my wife since the property herein conveyed constitutes no part of our legal homestead

GRANTOR'S MAILING ADDRESS: 800 N. McColl
McAllen, Hidalgo County, Texas 78501

GRANTEE: Mydalia Chavez

GRANTEE'S MAILING ADDRESS: 3573 Kickapoo Place
Mercedes, Texas 78570

CONSIDERATION: Cash and a note of even date executed by Grantee and payable to the order of Grantor in the principal amount of Fifteen thousand and NO/100 Dollars ($15000.00). The note is secured by a first and superior vendor's lien and superior title retained in this deed and by a first-lien deed of trust of even date from Grantee to Victor R. Perez, Trustee.

PROPERTY (including any improvements):

Lot Three hundred Ninety Eight (398),Block One (1), Indian Hills Subdivision, Hidalgo County, Texas, according to the map and plat of record in Volume 23 Page 180 and 181 and in Volume 24 page 81, Map Records of Hidalgo County, Texas;

RESERVATIONS FROM CONVEYANCE:

SAVE AND EXCEPT all oil, gas and other minerals, all geothermal energy, and wind energy and further SAVE AND EXCEPT (to the fullest extent permitted by law) all water rights and rights to water (whether riparian, appropriative or otherwise) presently appended or annexed to said property.

EXCEPTIONS TO CONVEYANCE AND WARRANTY:

As shown on Exhibit "A" attached hereto and made a part hereof for all purposes.

Liens described as part of the Consideration and any other liens described in this deed as being either assumed or subject to which title is taken; validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing instruments other than conveyances of the surface fee estate, that affect the Property; and taxes for 2011 which Grantee assumes and agrees to pay, and subsequent assessments for that and prior years due to change in land usage, ownership, or both, the payment of which Grantee assumes.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors, to warrant and forever defend all and singular the Property to Grantee and Grantee's heir,successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.
Restrictions: See Exhibit A

Those reservations and exceptions on Exhibit A attached hereto and made a part hereto for all purposes.

Grantor, as the fee simple owner of the Property, establishes the Restrictions as convenants, conditions, and restrictions, whether mandatory, prohibitive, permissive, or administrative to regulate the structural integrity, appaearance, and uses of the Property and the improvements placed on it. Grantor and Grantee stipulate that (a) the Restrictions touch and concern the Property; (b) privity of estate exists by reason of the ownership of the Property; (c) notice is given by filing this instrument in the real property records of the county in which the Property is situated; and (d) the Restrictions are reasonable,their purposes being for the common benefit of Grantor, Grantee and the Affected Property Owners, who are

affected by the structural integrity, appearance, and uses of the Property. The Restrictions run with the land making up the Property, are binding on Grantee and Grantee's successors and assigns forever, and inure to the benefit of Grantor, Grantee, Affected Property Owners, and their successors and assigns forever.

The vendor's lien against and superior title to the Property are retained until each note described is fully paid according to its terms, at which time this deed will become absolute.

When the context reguires, singular nouns and pronouns include the plural.

Grantee accepts the herein described property as is, where is and with all faults, and without any representations or warranties whatsoever, express or implied, written or oral, it being the intention of Grantor and Grantee to expressly negate and exclude all representations and warranties, including, but not limited to (1) the condition the property or any element thereof, including, without limitation, warranties related to environmental conditions, suitability for habitation, merchantability or fitness for a particular purpose; (2) the soil conditions, drainage or other conditions existing at the property with respect to any particular purpose, development potential or otherwise; (3) all warranties created by affirmation of fact or promise by any description of the property; and (4) all other warranties and representations whatsoever, except the warranty of title expressly set forth herein.

Robert L. Schwarz

STATE OF TEXAS)(

COUNTY OF HIDALGO)(

This instrument was acknowledged before me on the 25 day of May 2011 by Robert L. Schwarz

LORI BONE
Notary Public
STATE OF TEXAS
My Comm. Exp. 06-17-2014

Lori Bone

Notary Public, State of Texas

Notary's name (printed) :

Notary's commission expires :

BUYER'S ACCEPTANCE OF DEED
05-12-2011

The undersigned buyer(s) hereby accepts and consents to the form of Deed attached hereto including, but notlimited to, the provision(s) concerning title exceptions contained therein, and acknowledges the same is in conformity with Buyer's intent, and the terms and provisions of same shall control in the eventof any conflict of the contract Buyer has signed regarding the property described in the attached Deed.

Mydalia Chavez

AFTER RECORDING RETURN TO :
Harold Munal
800 N. McColl
McAllen, Texas 78501

Chapter 232 Texas LGC Application

APPLICATION NO:
1-8114
May. 11, 2011

COUNTY OF HIDALGO
PLANNING DEPARTMENT
1902 JOE STEPHENS WESLACO TX 78596
TEL 968-4724 FAX 447-8612

I2230-00-001-0398-00

[1] OWNER: CHAVEZ, MYDAILIA

3355 KICKAPOO PLACE
MERCEDES, TX. 78570
Telephone No. 355-6987

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: OTHE

[4] PURPOSE OF APPLICATION: MOVED BUILDING
20-MOBILE HOMES

[5] SIZE OF STRUCTURE: 702 Sq. Ft.

[6] USE OF BUILDING: MOBILE HOME ZONE X

[7] LEGAL DESC./NAME OF SUBDIVISION
INDIAN HILLS LOT 398 BLK 1
X-20

LOCATION: 0 491 & BASELINE

[8] SEWAGE: PUBLI

[9] CONSTRUCTION TYPE: WOOD

[10] EST. COST OF CONST.: $1,000

[11] SPECIAL FLOOD HAZARD AREA: ____YES ___/___ NO

Special Conditions: No construction allowed over any easements.
MUST COMPLY WITH ALL COUNTY SETBACKS & REG.
FRONT 20' REAR 15' SIDES 6'
18" ABOVE CENTER LINE OF STREET

Prepared by _____ 6-10-11 Date

Approved by _____ 5-27-11 Date

Signature of Owner or Applicant _____ 6-10-11 Date

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER_____
TOTAL AMOUNT **$30.00**

Light [X] Water [X]

Flood Zone: NO
Panel No. /Suffix: 0115 D Pct: 1

Community No.: 480334

Certification of Elevation
Required: ____ YES ___/___ NO ____ BFE

A. Setbacks front, side & rear shall be in any deed restrictions.
B. No more than one single family residence per lot.
C. Applicant shall comply with all of the plat and/or deed restrictions and requirements affecting the lot.
D. Permit fee shall be doubled for construction commencing or structures moved in prior to obtaining a permit.
E. Applicant/owner states that no structures exist on this tract of land. If found in violation, permit may be revoked.

[NOTICE]

SEPARATE PERMITS ARE REQUIRED FOR SEPTIC TANKS. THIS PERMIT BECOMES NULL AND VOID IF WORK OR CONSTRUCTION AUTHORIZED IS NOT COMMENCED WITHIN 6 MONTHS. OR IF CONSTRUCTION OR WORK IS SUSPENDED OR ABANDONED FOR A PERIOD OF ONE YEAR AT ANYTIME AFTER WORK IS COMMENCED.

I HEREBY CERTIFY THAT I HAVE READ AND EXAMINED THIS APPLICATION AND KNOW THE SAME TO BE TRUE AND CORRECT. ALL PROVISIONS OF LAWS AND REGULATIONS GOVERNING THIS TYPE OF WORK WILL BE COMPLIED WITH WHETHER SPECIFIED HEREIN OR NOT. THE GRANTING OF A PERMIT DOES NOT PRESUME TO GIVE AUTHORITY TO OR CANCEL THE PROVISIONS OF ANY OTHER STATE OR LOCAL LAW REGULATING CONSTRUCTION OR THE PERFORMANCE OF CONSTRUCTION.

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

Main Office
1304 South 25th Street
Edinburg, Texas 78542
956-318-2840
956-318-2844

Precinct No.1 Substation
1902 Joe Stephens Ave.
Weslaco, TX 78596
956-968-4734
956-973-7850

Precinct No.3 Substation
2401 N. Moorefield Rd.
Mission, TX 78572
956-205-7045
956-205-7049

Raul E. Sesin, P.E., CFM
Planning Administrator

Precinct 1 2 3 4

Application No: I-8122
X-114

HIDALGO COUNTY
CERTIFICATE OF PLAT AND UTILITY STATUS
UNDER TEXAS LOCAL GOVT. CODE SECTION 232.028(b)

WE THE UNDERSIGNED CERTIFY AS FOLLOWS:

Upon the application of:

	Temporary Service	Final Service
Approved by Environmental Health:		
	Authorized Signature	**Authorized Signature**
Inspection/Permit No:		4296
Date Approved:	/ /	6/14/2011

Name: Bernardo Carrillo

Address: 744 FM 1015
Mercedes TX.
78570.

Phone: 956-564-0433

Water Supplier: North Alamo Water Supp.

Utility Provider: [ ]M.V.E.C. [ ] AEP

Account/ESI No.: N/A

[ ] Temporary Pole [ ] Permanent Service

regarding the land described as: Palos Pojos Lot 103,

on _____, 20____, the Hidalgo County Commissioners Court, at a meeting duly called and noticed in accordance with the Texas Open Meetings Act, made the following determinations regarding plat and utility status of the land herein described pursuant to Texas Local Government Code Section 232,028(b):

Fill in "yes" or "no" in each blank

YES A plat has been prepared;

YES A plat has been reviewed and approved by the Commissioners Court; (Date approved 7-18-05);

YES water service facilities have been constructed or installed to service the subdivision under Local Government Code Section 232.023 and are fully operable; (verified by Ramon Castillo);

NO an organized sewage collection and treatment system is to be used, and under sewer service facilities have been constructed or installed to service the subdivision under Section 232.023 and are fully operable; (verified by JGC 6-14-11);

YES individual septic systems are to be used, and lots in the subdivision can be adequately and legally served by septic systems under Section 232.023; (verified by JGC 6-14-11);

YES electrical and gas facilities, if available, have been constructed or installed to service the subdivision under Section 232.023. (verified by Ramon Castillo)

Ramon Castillo
Planning Department Authorized Signature

Hidalgo County Judge

Date

ATTEST: _____
Hidalgo County Clerk

Date

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

Main Office
1304 South 25th Street
Edinburg, Texas 78542
956-318-2840
956-318-2844

Precinct No.1 Substation
1902 Joe Stephens Ave.
Weslaco, TX 78596
956-968-4734
956-973-7850

Precinct No.3 Substation
2401 N. Moorefield Rd.
Mission, TX 78572
956-205-7045
956-205-7049

Raul E. Sesin, P.E., CFM
Planning Administrator

Precinct 1 2 3 4

Application No: F8122

R-44

REQUEST FOR HIDALGO COUNTY CERTIFICATE OF PLAT AND UTILITY STATUS UNDER TEXAS LOCAL GOVT. CODE SECTION 232.028(b)

In my status and for the land indicated below, which is located outside of any municipality, I request that the Hidalgo County Commissioners Court make the determinations regarding plat and utility status described in Texas Local Government Code § 232.028(b) and issue a certificate of such determinations:

PARTY MAKING REQUEST:

Name: Bernardo Carrillo

Address: 7444 FM 1015
Mercedes, TX. 78570

Phone: 956 564-0433

IDENTIFICATION OF LAND (e.g., lot and block number of recorded subdivision, designation on plat, address, description in deed, etc.):

Palos Prietos Lot #3

STATUS OF PERSON OR ENTITY MAKING REQUEST:

- ___ Subdivider
- ✓ Owner of lot in subdivision
- ___ Resident of lot in a subdivision
- ___ Entity that provides utility service

Bernardo Carrillo — Requesting Party (Signature)

6-14-11 — Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

- ✓ Deed
- ___ Executory Contract
- ___ Lease
- ___ Rent Receipt
- ___ Affidavit
- ✓ Other (describe) PNT

This part to be filled out by receiving county official:

Location of land verified and completed request accepted by Hidalgo County for processing on:

6-14-11 — **Date**

Ana O. Castillo — **County Official**

DEED OF TRUST

Notice of confidentiality rights: If you are a natural person, you may remove or strike any of the following information from this instrument before it is filed for record in the public records: Your social security number or your driver's license number.

Date: November 17, 2006

Grantor: Bernardo Carrillo and Anita Carrillo
Grantor's Mailing Address (including county):
Rt. 1 Box 76 A
Mercedes, Texas 78570
Hidalgo County, Texas

Trustee: Robert Geissler
Trustee's Mailing Address (including county):
323 Nolana
McAllen, Texas 78504
Hidalgo County, Texas

Beneficiary: Palo Rojo, Inc., a Texas Corporation
Beneficiary's Mailing Address:

2009 North Conway
Mission, Texas 78572

Note:

Date:	November 17, 2006
Amount:	Nineteen Thousand Four Hundred and 0/100 Dollars ($19,400.00)
Maker:	Bernardo Carrillo

Payee: Palo Rojo, Inc., a Texas Corporation

Property (including any improvements):

Lot(s) 63, Palos Rojos Subdivision, as shown by the map or plat thereof recorded in Volume 48, Pages 90-92, Map Records of Hidalgo County, Texas

Other Exceptions to Conveyance and Warranty:

1. A lien securing a promissory note (the "Prior Note"), dated September 30, 2004, payable to the order of First National Bank which is described in and secured by a Deed of Trust filed for record in the Office of the County Clerk of Hidalgo County, Texas under Clerk's Document Number 1398655;
2. Visible and apparent easements on or across the subject property;
3. Rights of parties in possession;
4. Easements, rights-of-way, and prescriptive rights, whether of record or not;
5. All recorded restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and other instruments, other than liens and conveyances, that affect the property;
6. Rights of adjoining owners in any walls and fences situated on a common boundary;
7. Any discrepancies, conflicts, or shortages an area or boundary lines;
8. Any encroachments or overlapping of improvements;
9. All rights, obligations, and other matters emanating from and existing by reason of the creation, establishment, maintenance, and operation of any Water Improvement District, Irrigation District, or other applicable governmental district, agency, or authority;

(Acknowledgment)

State of Texas
County of Hidalgo

This instrument was acknowledged before me on the 17 day of November, 2006, by Anita Carrillo .

Maribel Salinas
Notary Public, State of Texas

AFTER RECORDING RETURN TO:

Palo Rojo, Inc.
2009 North Conway
Mission, Texas 78572

Software by ReMerge-It, LLC
(956) 630-9401
Sales@ReMerge-It.com

MARIBEL SALINAS
Notary Public, State of Texas
My Commission Expires
August 18, 2010

Chapter 232 Texas LGC Application

APPLICATION NO:
1-8122
Jun. 14, 2011

COUNTY OF HIDALGO
PLANNING DEPARTMENT
1902 JOE STEPHENS WESLACO TX 78596
TEL 968-4724 FAX 447-8612

P3108-00-000-0063-00

[1] OWNER: CARRILLO, BERNARDO

7144 FM 1015
MERCEDES, TX 78570
Telephone No. 564-0433

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

[4] PURPOSE OF APPLICATION: MOBILE HOMES
44-MOBILE HOMES

[5] SIZE OF STRUCTURE: 1,024 Sq. Ft.

[6] USE OF BUILDING: RES. ZONE X

[7] LEGAL DESC./NAME OF SUBDIVISION
PALOS ROJOS
LOT 63

LOCATION: 0 FM 88 & MILE 13

[8] SEWAGE: EXIST

[9] CONSTRUCTION TYPE: WOOD

[10] EST. COST OF CONST.: $19,900

[11] SPECIAL FLOOD HAZARD AREA: _____YES
_____ NO

Special Conditions: No construction allowed over any easements.
MUST COMPLY W/ALL COUNTY SETBACKS & REG.
FRONT 25' REAR 20' SIDES 6' FINISH FLOOR ELEV.
18" ABOVE TOP OF CURB

Prepared by _____ Date _____

Approved by _____ Date _____

Signature of Owner or Applicant _____ Date _____

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER_____
TOTAL AMOUNT **$30.00**

Light [X] Water [X]

Flood Zone: NO
Panel No. /Suffix:_____ Pct: I

Community No.:_____

Certification of Elevation
Required: _____ YES _____ NO _____ BFE

A. Setbacks front, side & rear shall be in any deed restrictions.
B. No more than one single family residence per lot.
C. Applicant shall comply with all of the plat and/or deed restrictions and requirements affecting the lot.
D. Permit fee shall be doubled for construction commencing or structures moved in prior to obtaining a permit.
E. Applicant/owner states that no structures exist on this tract of land. If found in violation, permit may be revoked.

[NOTICE]

SEPARATE PERMITS ARE REQUIRED FOR SEPTIC TANKS. THIS PERMIT BECOMES NULL AND VOID IF WORK OR CONSTRUCTION AUTHORIZED IS NOT COMMENCED WITHIN 6 MONTHS. OR IF CONSTRUCTION OR WORK IS SUSPENDED OR ABANDONED FOR A PERIOD OF ONE YEAR AT ANYTIME AFTER WORK IS COMMENCED.

I HEREBY CERTIFY THAT I HAVE READ AND EXAMINED THIS APPLICATION AND KNOW THE SAME TO BE TRUE AND CORRECT. ALL PROVISIONS OF LAWS AND REGULATIONS GOVERNING THIS TYPE OF WORK WILL BE COMPLIED WITH WHETHER SPECIFIED HEREIN OR NOT. THE GRANTING OF A PERMIT DOES NOT PRESUME TO GIVE AUTHORITY TO OR CANCEL THE PROVISIONS OF ANY OTHER STATE OR LOCAL LAW REGULATING CONSTRUCTION OR THE PERFORMANCE OF CONSTRUCTION.

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

Main Office
1304 South 25th Street
Edinburg, Texas 78542
956-318-2840
956-318-2844

Precinct No.1 Substation
1902 Joe Stephens Ave.
Weslaco, TX 78596
956-968-4734
956-973-7850

Precinct No.3 Substation
2401 N. Moorefield Rd.
Mission, TX 78572
956-205-7045
956-205-7049

Raul E. Sesin, P.E., CFM
Planning Administrator

Precinct 1 2 3 4

Application No: 1-8185
AH 25

HIDALGO COUNTY
CERTIFICATE OF PLAT AND UTILITY STATUS
UNDER TEXAS LOCAL GOVT. CODE SECTION 232.028(b)

WE THE UNDERSIGNED CERTIFY AS FOLLOWS:

Upon the application of:

	Approved by	Temporary Service	Final Service
	Environmental Health:		
		Authorized Signature	Authorized Signature
	Inspection/Permit No:		1019
	Date Approved:	/ /	6/14/2011

Name: Norma A. Silva Lot 15 Blk. 2

Address: Alucinast. Donna, TX. 78537

Water Supplier: DPWSC.

Utility Provider: [ ]M.V.E.C. [ ] AEP

Phone: 854-7109

Account/ESI No.: N/A

[ ] Temporary Pole [ ] Permanent Service

regarding the land described as: Birch #2 Lot 38.

on _____, 20_____, the Hidalgo County Commissioners Court, at a meeting duly called and noticed in accordance with the Texas Open Meetings Act, made the following determinations regarding plat and utility status of the land herein described pursuant to Texas Local Government Code Section 232,028(b):

Fill in "yes" or "no" in each blank

yes A plat has been prepared;

yes A plat has been reviewed and approved by the Commissioners Court; (Date approved 7-22-08);

yes water service facilities have been constructed or installed to service the subdivision under Local Government Code Section 232.023 and are fully operable; (verified by Flor Castillo);

no an organized sewage collection and treatment system is to be used, and under sewer service facilities have been constructed or installed to service the subdivision under Section 232.023 and are fully operable; (verified by 6-14-11);

yes individual septic systems are to be used, and lots in the subdivision can be adequately and legally served by septic systems under Section 232.023; (verified by 6-14-11);

yes electrical and gas facilities, if available, have been constructed or installed to service the subdivision under Section 232.023. (verified by Flor Castillo)

Flor O. Castillo

Planning Department Authorized Signature | **Hidalgo County Judge** | **Date**

ATTEST: _____

Hidalgo County Clerk | **Date**

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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Mission, TX 78572
956-205-7045
956-205-7049

Raul E. Sesin, P.E., CFM
Planning Administrator

Precinct 1 2 3 4

Application No: 18125

AH 25

REQUEST FOR HIDALGO COUNTY CERTIFICATE OF PLAT AND UTILITY STATUS UNDER TEXAS LOCAL GOVT. CODE SECTION 232.028(b)

In my status and for the land indicated below, which is located outside of any municipality, I request that the Hidalgo County Commissioners Court make the determinations regarding plat and utility status described in Texas Local Government Code § 232.028(b) and issue a certificate of such determinations:

PARTY MAKING REQUEST:

Name: Norma A. Silva.

Address: Lot 15 Blk. 2 Azucena St.
Donna, Tx. 78537.

Phone: 854-7709

IDENTIFICATION OF LAND (e.g., lot and block number of recorded subdivision, designation on plat, address, description in deed, etc.):

Birch #2 Lot 38.

STATUS OF PERSON OR ENTITY MAKING REQUEST:

- ✓ Subdivider
- ✓ Owner of lot in subdivision
- _____ Resident of lot in a subdivision
- _____ Entity that provides utility service

Antonia Silva
Requesting Party (Signature)

6/14/11
Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

- _____ Deed
- _____ Executory Contract
- _____ Lease
- _____ Rent Receipt
- ✓ Affidavit
- _____ Other (describe) PMT

This part to be filled out by receiving county official:

Location of land verified and completed request accepted by Hidalgo County for processing on:

6-14-11
Date

Glen Castillo
County Official

Notice of confidentiality rights: If you are a natural person, you may remove or strike any of the following information from this instrument before it is filed for record in the public records: your social security number or your driver's license number.

SPECIAL WARRANTY DEED WITH VENDOR'S LIEN

Date: December 30, 2010

Grantor: OAKTREE INVESTMENTS, LLC

Grantor's Mailing Address (including county):
2410 Paseo del Lago
Palmhurst, Hidalgo County, Texas 78573

Grantee: Norma A. Silva

Grantee's Mailing Address (including county):
51 Third Street, Lot 2
Leipsic, Putnam County, Ohio 45856

Consideration: TEN AND NO/100 DOLLARS ($10.00) and a note of even date executed by Grantee, payable to the order of Oaktree Investments, LLC, 2410 Paseo del Lago, Palmhurst, Texas 78573. The note is secured by a Vendor's Lien retained in favor of **OAKTREE INVESTMENTS, LLC** in this Deed and by a Deed of Trust of even date from grantee to **JEFFERSON A. CRABB,** Trustee.

Property (including any improvements):

Lot 38, Birch Subdivision Phase II, Hidalgo County, Texas, according to map recorded in Volume 55, Page 148-152, Map Records in the Office of the County Clerk of Hidalgo County, Texas.

Reservations from and Exceptions to Conveyance and Warranty:

1. SAVE AND EXCEPT all oil, gas and other minerals.

2. Easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and other instruments, other than liens and conveyances, that affect the property; rights of adjoining owners in all walls and fences situated on a common boundary; any discrepancies, conflicts, or shortages in area or boundary lines; any encroachments or overlapping of improvements; all rights, obligations, and other matters emanating from and existing by reason of the creation, establishment, maintenance, and operation of the water and irrigation district; property taxes for the current and subsequent years the payment of which the Grantee assumes.

deed of trust; (b) creation of a purchase--money security interest for household appliances; (c) transfer by devise, descent, or operation of law on the death of a joint tenant; and (d) grant of a lease hold interest of three years or less without an option to purchase.

NO SEARCH FOR LIENS, TITLE, PAST DUE TAXES WAS CONDUCTED ON THIS PROPERTY AT THE REQUEST OF BUYER AND SELLER.

Norma A. Silva
Norma A. Silva

THE STATE OF TEXAS }
COUNTY OF HIDALGO }

This instrument was acknowledged before me on the 31 day of December 2010, by Norma A. Silva.

Gloria A. Perez
Notary Public, State of Texas

GLORIA G PEREZ
NOTARY PUBLIC
STATE OF TEXAS
MY COMM. EXP. 04/16/2012

After Recording Return To:
OAKTREE INVESTMENTS, LLC
2410 Paseo del Lago
Palmhurst, Texas 78573

Chapter 232 Texas LGC Application

APPLICATION NO: 1-8125
Jun. 14, 2011

COUNTY OF HIDALGO
PLANNING DEPARTMENT
1902 JOE STEPHENS WESLACO TX 78596
TEL 968-4724 FAX 447-8612

B3062-02-000-0038-00

[1] OWNER: SILVA, NORMA
C/O SILVA, ANTONIO
51 3RD ST LOT 2
LEIPSIC OHIO 45856
Telephone No. 854-7709

[2] CONTRACTOR: SWEEZY CONSTRUCTION

[3] WATER SYSTEM: N AL

[4] PURPOSE OF APPLICATION: NEW RESIDENCE
25-RESIDENTIAL NEW SINGLE DWELLING

[5] SIZE OF STRUCTURE: 900 Sq. Ft.

[6] USE OF BUILDING: RES.ZONE-AH

[7] LEGAL DESC./NAME OF SUBDIVISION
BIRCH #2 LOT 38

LOCATION: 0 107 & MILE 17 1/2

[8] SEWAGE: EXIST

[9] CONSTRUCTION TYPE: BLOC

[10] EST. COST OF CONST.: $6,300

[11] SPECIAL FLOOD HAZARD AREA: ___YES ✓ NO

Special Conditions: No construction allowed over any easements.
MUST CCOMPLY W/ALL REGULATIONS & SETBACKS
FRONT 75' SIDE'S 6' REAR 275' FINISH FLOOR OF ELEV
73.00

Prepared by — Date: 6-14-11

Approved by — Date: 6-23-11

Signature of Owner or Applicant — Date

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER ____
TOTAL AMOUNT **$30.00**

Light [X] Water [X]

Flood Zone: NO
Panel No. /Suffix: 0325 C
Pct: 1
Community No.: 480334

Certification of Elevation
Required: ____ YES ✓ NO ____ BFE

A. Setbacks front, side & rear shall be in any deed restrictions.
B. No more than one single family residence per lot.
C. Applicant shall comply with all of the plat and/or deed restrictions and requirements affecting the lot.
D. Permit fee shall be doubled for construction commencing or structures moved in prior to obtaining a permit.
E. Applicant/owner states that no structures exist on this tract of land. If found in violation, permit may be revoked.

[NOTICE]

SEPARATE PERMITS ARE REQUIRED FOR SEPTIC TANKS. THIS PERMIT BECOMES NULL AND VOID IF WORK OR CONSTRUCTION AUTHORIZED IS NOT COMMENCED WITHIN 6 MONTHS. OR IF CONSTRUCTION OR WORK IS SUSPENDED OR ABANDONED FOR A PERIOD OF ONE YEAR AT ANYTIME AFTER WORK IS COMMENCED.

I HEREBY CERTIFY THAT I HAVE READ AND EXAMINED THIS APPLICATION AND KNOW THE SAME TO BE TRUE AND CORRECT. ALL PROVISIONS OF LAWS AND REGULATIONS GOVERNING THIS TYPE OF WORK WILL BE COMPLIED WITH WHETHER SPECIFIED HEREIN OR NOT. THE GRANTING OF A PERMIT DOES NOT PRESUME TO GIVE AUTHORITY TO OR CANCEL THE PROVISIONS OF ANY OTHER STATE OR LOCAL LAW REGULATING CONSTRUCTION OR THE PERFORMANCE OF CONSTRUCTION.

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

Main Office
1304 South 25th Street
Edinburg, Texas 78542
956-318-2840
956-318-2844

Precinct No.1 Substation
1902 Joe Stephens Ave.
Weslaco, TX 78596
956-968-4734
956-973-7850

Precinct No.3 Substation
2401 N. Moorefield Rd.
Mission, TX 78572
956-205-7045
956-205-7049

Raul E. Sesin, P.E., CFM
Planning Administrator

Precinct 1 2 3 4

Application No: 3-40342
6/16/10

HIDALGO COUNTY
CERTIFICATE OF PLAT AND UTILITY STATUS
UNDER TEXAS LOCAL GOVT. CODE SECTION 232.028(b)

WE THE UNDERSIGNED CERTIFY AS FOLLOWS:

Upon the application of:

Approved by Environmental Health:	Temporary Service	Final Service
	Authorized Signature	Authorized Signature
Inspection/Permit No:		8-14-11
Date Approved:	/ /	Pw Exist

Name: Jose. A. Treviño

Address: 8219 Cardinal Delta St
Mission TX 78574

Phone (956) 890-5906

Water Supplier: NA

Utility Provider: [ ]M.V.E.C. [✓]AEP

Account/ESI No.: 10032789470778517

[ ] Temporary Pole [✓] Permanent Service

regarding the land described as: Cardinal Delta Lot 23 ,

on _____, 20____, the Hidalgo County Commissioners Court, at a meeting duly called and noticed in accordance with the Texas Open Meetings Act, made the following determinations regarding plat and utility status of the land herein described pursuant to Texas Local Government Code Section 232,028(b):

Fill in **"yes"** or **"no"** in each blank

yes A plat has been prepared;

yes A plat has been reviewed and approved by the Commissioners Court; (Date approved 2-17-04);

yes water service facilities have been constructed or installed to service the subdivision under Local Government Code Section 232.023 and are fully operable; (verified by Sandra Cantu);

no an organized sewage collection and treatment system is to be used, and under sewer service facilities have been constructed or installed to service the subdivision under Section 232.023 and are fully operable; (verified by _____);

yes individual septic systems are to be used, and lots in the subdivision can be adequately and legally served by septic systems under Section 232.023; (verified by _____);

yes electrical and gas facilities, if available, have been constructed or installed to service the subdivision under Section 232.023. (verified by Sandra Cantu Sandra Cantu);

Sandra Cantu 6/10/11

Planning Department Authorized Signature | **Hidalgo County Judge** | **Date**

ATTEST: _____ **Hidalgo County Clerk** | **Date**

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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Edinburg, Texas 78542
956-318-2840
956-318-2844

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Weslaco, TX 78596
956-968-4734
956-973-7850

Precinct No.3 Substation
2401 N. Moorefield Rd.
Mission, TX 78572
956-205-7045
956-205-7049

Raul E. Sesin, P.E., CFM
Planning Administrator

Precinct 1 2 3 4

Application No: 340342

6/16/10

REQUEST FOR HIDALGO COUNTY CERTIFICATE OF PLAT AND UTILITY STATUS UNDER TEXAS LOCAL GOVT. CODE SECTION 232.028(b)

In my status and for the land indicated below, which is located outside of any municipality, I request that the Hidalgo County Commissioners Court make the determinations regarding plat and utility status described in Texas Local Government Code § 232.028(b) and issue a certificate of such determinations:

PARTY MAKING REQUEST:

Name: Jose A. Trevino

Address: 8219 Cardinal Delta St
Mission TX 78574

Phone: (956) 890-5906

IDENTIFICATION OF LAND (e.g., lot and block number of recorded subdivision, designation on plat, address, description in deed, etc.):

Cardinal Delta Lot 23

STATUS OF PERSON OR ENTITY MAKING REQUEST:

_____ Subdivider
__✓__ Owner of lot in subdivision
_____ Resident of lot in a subdivision
_____ Entity that provides utility service

Requesting Party (Signature) _____ Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

__✓__ Deed
_____ Executory Contract
_____ Lease
_____ Rent Receipt
_____ Affidavit
__✓__ Other (describe) copy of permit

This part to be filled out by receiving county official:

Location of land verified and completed request accepted by Hidalgo County for processing on:

6/10/11
Date

Sandra Cortez
County Official

SPECIAL WARRANTY DEED WITH VENDOR'S LIEN 1422839

Notice of confidentiality rights: If you are a natural person, you may remove or strike any of the following information from this instrument before it is filed for record in the public records: Your social security number or your driver's license number.

Date: January 7, 2005

Grantor: Cardinal Development, Ltd., A Texas Limited Partnership

Grantor's Mailing Address:
P.O. Box 721052
McAllen, Texas 78504

Grantee: Aniceto Trevino

Grantee's Phone Number: (956) 580-4928

Grantee's Mailing Address (including county):
Rt. 6, Box CV21
Mission, Texas 78574
Hidalgo County, Texas

Consideration: Ten Dollars and other valuable consideration paid by Grantee to Grantor, the receipt of which is hereby acknowledged, and the further consideration of a note of even date that is in the principal amount of Fifteen Thousand Four Hundred Dollars and No Cents ($15,400.00), and is executed by Grantee, payable to the order of Grantor (the "Purchase Note"). The Purchase Note is secured by a vendor's lien retained in this deed and by a deed of trust of even date to Robert Geissler, Trustee.

Property (including any improvements):

Lot(s) 23, Cardinal Delta Subdivision, as shown by the map or plat thereof recorded in Volume 44, Pages 106-108, of the Map Records of Hidalgo County, Texas

Reservations from and Exceptions to Conveyance and Warranty:

1. Visible and apparent easements on or across the subject property;
2. Rights of parties in possession;
3. Easements, rights-of-way, and prescriptive rights, whether of record or not;
4. All recorded restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and other instruments, other than liens and conveyances, that affect the property;
5. Rights of adjoining owners in any walls and fences situated on a common boundary;
6. Any discrepancies, conflicts, or shortages an area or boundary lines;
7. Any encroachments or overlapping of improvements;
8. All rights, obligations, and other matters emanating from and existing by reason of the creation, establishment, maintenance, and operation of any Water Improvement District, Irrigation District, or other applicable governmental district, agency, or authority;
9. Taxes for the current year and subsequent years, and subsequent assessments for prior years due to change in land usage or ownership;
10. The prior reservation or conveyance of all oil, gas, and other minerals previously reserved or conveyed by any parties having the right to do so;
11. All Easements, restrictions, set back lines, and other matters shown on the plat of Cardinal Delta Subdivision recorded in the Map Records of Hidalgo County, Texas.

The Property shall be held, sold and transferred, conveyed and occupied subject to the covenants, conditions, restrictions, easements, uses, privileges, charges and liens hereafter set forth, all of which shall be binding on all parties having or acquiring any right, title and interest therein and shall inure to the benefit of each Owner:

1. **Lots 3 through 26 shall be used for residential purposes only;**
2. **Lots 1, 2, 27 and 28 may be used for commercial or residential purposes;**

SAVE AND EXCEPT, and there is hereby reserved unto Grantor, Grantor's successors and assigns, all oil, gas, and other minerals in, on, or under, or that may be produced from the Property, together with the right of ingress and egress at all times for the purpose of mining, drilling, exploring, operating, and developing said Property for oil, gas, and/or other minerals and removing the same therefrom.

SAVE AND EXCEPT, and there is hereby reserved unto Grantor, Grantor's successors and assigns, (to the fullest extent permitted by law) all water rights and rights to water (whether riparian, appropriative or otherwise) presently appended or annexed to said property.

Grantor for the consideration and subject to the reservations from, and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to warranty, when the claim is by, through, or under Grantor, but not otherwise.

By the acceptance of this Deed, Grantee is taking the Property "as is", "where is" and "with all faults", and without any representations or warranties whatsoever, express or implied, written or oral, it being the intention of Grantor and Grantee to expressly negate and exclude all representations and warranties, including, but not limited to (i) the physical condition of the property or any element thereof, including, without limitation, warranties related to suitability for habitation, merchantability or fitness for a particular purpose; (ii) the nature or quality of construction, structural design and engineering of any improvements; (iii) the quality of the labor and materials included in any improvements; (iv) the soil conditions; drainage or other conditions existing at the property with respect to any particular purpose, developmental potential or otherwise; (v) all warranties created by any affirmation of fact or promise or by any description of the property; and (vi) all other warranties and representations whatsoever, except the warranty of title expressly set forth herein. The vendor's lien against and superior title to the property are retained until the Purchase Note is fully paid according to its terms, at which time this deed shall become absolute. When the context requires, singular nouns and pronouns include the plural.

Cardinal Development, Ltd.
A Texas Limited Partnership

BY: Cardinal Administration, L.L.C.
Its General Partner

BY: _____
Laura Coffman, Vice-President

(Acknowledgment)

STELLA K. HERRERA NOTARY PUBLIC STATE OF TEXAS EXPIRES 03-22-2005

State of Texas
County of Hidalgo

This instrument was acknowledged before me on the 10th day of January, 2005, by Laura Coffman, Vice President of Cardinal Administration, L.L.C., in its capacity as General Partner of Cardinal Development, Ltd., A Texas Limited Partnership.

_____
Notary Public, State of Texas

AFTER RECORDING RETURN TO:
Cardinal Development, Ltd.
P O Box 721052
McAllen, Texas 78504

Chapter 232 Texas LGC Application

APPLICATION NO:
3-40342
Jun. 16, 2010

COUNTY OF HIDALGO
PLANNING DEPARTMENT
PO DRAWER B EDINBURG TX 78539
TEL 318-2840 FAX 318-2844

C1618-00-000-0023-00

[1] OWNER: TREVINO, ANICETO
4201 J-A DR

MISSION TX 78574
Telephone No. 400-8351

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: LA J

[4] PURPOSE OF APPLICATION: MOBILE HOMES
44-MOBILE HOMES/ RV

[5] SIZE OF STRUCTURE: 858 Sq. Ft.

[6] USE OF BUILDING: RES MH ZONE X

[7] LEGAL DESC./NAME OF SUBDIVISION
Cardinal Delta Lot 23
X-44

LOCATION: 0 IOWA RD & 107

[8] SEWAGE: EXIST

[9] CONSTRUCTION TYPE: META

[10] EST. COST OF CONST.: $1,500

[11] SPECIAL FLOOD HAZARD AREA: ___ YES ___ NO

Special Conditions: No construction allowed over any easements.
MUST COMPLY W/ALL REGULATIONS AND SETBACKS
FRONT 25' SIDES 6' REAR 35'
18 INCHES ABOVE TOP OF CURB.

Prepared by — Date: 6/16/10

Approved by — Date: 6/15/10

Signature of Owner or Applicant — Date: 6-16-10

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER ___
TOTAL AMOUNT **$30.00**

Light [X] Water [X]

Flood Zone: NO
Panel No. /Suffix: 0290D Pct: 3
Community No.: 480334

Certification of Elevation Required: ___ YES ___ NO ___ BFE

A. Setbacks front, side & rear shall be in any deed restrictions.
B. No more than one single family residence per lot.
C. Applicant shall comply with all of the plat and/or deed restrictions and requirements affecting the lot.
D. Permit fee shall be doubled for construction commencing or structures moved in prior to obtaining a permit.
E. Applicant/owner states that no structures exist on this tract of land. If found in violation, permit may be revoked.

[NOTICE]

SEPARATE PERMITS ARE REQUIRED FOR SEPTIC TANKS. THIS PERMIT BECOMES NULL AND VOID IF WORK OR CONSTRUCTION AUTHORIZED IS NOT COMMENCED WITHIN 6 MONTHS. OR IF CONSTRUCTION OR WORK IS SUSPENDED OR ABANDONED FOR A PERIOD OF ONE YEAR AT ANYTIME AFTER WORK IS COMMENCED.

I HEREBY CERTIFY THAT I HAVE READ AND EXAMINED THIS APPLICATION AND KNOW THE SAME TO BE TRUE AND CORRECT. ALL PROVISIONS OF LAWS AND REGULATIONS GOVERNING THIS TYPE OF WORK WILL BE COMPLIED WITH WHETHER SPECIFIED HEREIN OR NOT. THE GRANTING OF A PERMIT DOES NOT PRESUME TO GIVE AUTHORITY TO OR CANCEL THE PROVISIONS OF ANY OTHER STATE OR LOCAL LAW REGULATING CONSTRUCTION OR THE PERFORMANCE OF CONSTRUCTION.

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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Edinburg, Texas 78542
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956-318-2844

Precinct No.1 Substation
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Weslaco, TX 78596
956-968-4734
956-973-7850

Precinct No.3 Substation
2401 N. Moorefield Rd.
Mission, TX 78572
956-205-7045
956-205-7049

Raul E. Sesin, P.E., CFM
Planning Administrator

Precinct 1 2 (3) 4

Application No: 3-11450
6/10/11

HIDALGO COUNTY
CERTIFICATE OF PLAT AND UTILITY STATUS
UNDER TEXAS LOCAL GOVT. CODE SECTION 232.028(b)

WE THE UNDERSIGNED CERTIFY AS FOLLOWS:

Upon the application of:

Approved by Environmental Health:	Temporary Service	Final Service
	Authorized Signature	Authorized Signature
Inspection/Permit No:		6-14-11
Date Approved:	/ /	

Name: Antonio & Angelica Lujan

Address: 4608 Avery Ave Mission, TX 78574

Phone: 890-8855

Water Supplier: Agua SUD

Utility Provider: [ ] M.V.E.C. [X] AEP

Account/ESI No.: 10032894-

[ ] Temporary Pole [X] Permanent Service

regarding the land described as: Jordan Gardens Lot 24,

on _____, 20____, the Hidalgo County Commissioners Court, at a meeting duly called and noticed in accordance with the Texas Open Meetings Act, made the following determinations regarding plat and utility status of the land herein described pursuant to Texas Local Government Code Section 232,028(b):

Fill in **"yes"** or **"no"** in each blank

yes A plat has been prepared;

yes A plat has been reviewed and approved by the Commissioners Court; (Date approved 4/22/08);

yes water service facilities have been constructed or installed to service the subdivision under Local Government Code Section 232.023 and are fully operable; (verified by Sandra Cantu);

NO an organized sewage collection and treatment system is to be used, and under sewer service facilities have been constructed or installed to service the subdivision under Section 232.023 and are fully operable; (verified by _____);

yes individual septic systems are to be used, and lots in the subdivision can be adequately and legally served by septic systems under Section 232.023; (verified by _____);

yes electrical and gas facilities, if available, have been constructed or installed to service the subdivision under Section 232.023. (verified by Sandra Cantu);

Sandra Cantu 6/10/11

Planning Department Authorized Signature | **Hidalgo County Judge** | **Date**

ATTEST: _____

Hidalgo County Clerk | **Date**

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

Main Office
1304 South 25th Street
Edinburg, Texas 78542
956-318-2840
956-318-2844

Precinct No.1 Substation
1902 Joe Stephens Ave.
Weslaco, TX 78596
956-968-4734
956-973-7850

Precinct No.3 Substation
2401 N. Moorefield Rd.
Mission, TX 78572
956-205-7045
956-205-7049

Raul E. Sesin, P.E., CFM
Planning Administrator

Precinct 1 2 3 4

Application No: 3-11450
6/10/11

REQUEST FOR HIDALGO COUNTY CERTIFICATE OF PLAT AND UTILITY STATUS UNDER TEXAS LOCAL GOVT. CODE SECTION 232.028(b)

In my status and for the land indicated below, which is located outside of any municipality, I request that the Hidalgo County Commissioners Court make the determinations regarding plat and utility status described in Texas Local Government Code § 232.028(b) and issue a certificate of such determinations:

PARTY MAKING REQUEST:

Name: Antonio Lujan & Angelica Lujan

Address: 4608 Avery Ave
Mission, TX 78572

Phone: 956-391-4452 - 890-8855

IDENTIFICATION OF LAND (e.g., lot and block number of recorded subdivision, designation on plat, address, description in deed, etc.):

Jordan Gardens Lot 24

STATUS OF PERSON OR ENTITY MAKING REQUEST:

_____ Subdivider
__✓__ Owner of lot in subdivision
_____ Resident of lot in a subdivision
_____ Entity that provides utility service

Requesting Party (Signature)

6-10-11
Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

__✓__ Deed
_____ Executory Contract
_____ Lease
_____ Rent Receipt
_____ Affidavit
__✓__ Other (describe) copy of permit

This part to be filled out by receiving county official:

Location of land verified and completed request accepted by Hidalgo County for processing on:

6/10/11
Date

Sandra Cantu
County Official

DEED OF TRUST

NOTICE OF CONFIDENTIALITY RIGHTS: If you are a natural person, you may remove or strike any of the following information from this instrument before it is filed in the public records: Your Social Security Number or your Driver's License Number.

Date: **May 25, 2011**

Grantor: **Angelica Lujan and Antonio Lujan**

Grantor's Mailing Address in Hidalgo County :
7400 Robert Michael
Mission, TX 78573

Trustee: DAVID CROOK

Trustee's Mailing Address in Hidalgo County:
100 W. SAVANNAH SUITE 380
MCALLEN, TEXAS 78503

Beneficiary and Beneficiary's Mailing Address in Hidalgo County:
Robert W. Smith dba ANVIL ENTERPRISES
7245 W Mile 9 Rd.
MISSION, TEXAS 78574

Note:

Date: May 25, 2011

Amount: $37,550.00

Maker: Angelica Lujan and Antonio Lujan

Payee: Robert W. Smith dba ANVIL ENTERPRISES

Final Maturity Date: As therein provided

Terms of Payment: As therein provided

Property (including any improvements):
LOT 24, JORDAN GARDENS, Hidalgo County, Texas, According to the Map or Plat Thereof Recorded in Volume 55, Pages 48-50, of the Map Records of Hidalgo County, Texas.

Other Exceptions to Conveyance and Warranty:
SUBJECT TO oil, gas, and mineral reservation of record;
SUBJECT TO minimum floor elevations, minimum building setback lines, utility easements, and other requirements shown on the map of said subdivision;
SUBJECT TO easements and right-of-way of record;
SUBJECT TO easements, rules, rights and regulations in favor of Hidalgo County Irrigation District No. 6;

For value received and to secure payment of the note, Grantor conveys the property to Trustee in trust. Grantor warrants and agrees to defend the title to the property. If Grantor performs all the covenants and pays the note according to its terms, this deed of trust shall have no further effect, and Beneficiary shall release it at Grantor's expense.

Purchaser Must Assume: If any part of the property is transferred, the transferee shall be obligated and bound by the provisions of this Deed of Trust as if such transferee had executed this Deed of Trust, which assent to be obligated and bound by this Deed of Trust and be made manifest by such successor, transferee, or assigns acceptance of any interest in the subject property described herein. By acceptance of a deed from Grantor stating that the grantee in the deed assumes the debt hereby secured, such grantee agrees to be obligated and bound by the provisions of this Deed of Trust the same as if such grantee had executed this Deed of Trust. Upon such grantee's acceptance of such deed from Grantor, Beneficiary shall release Grantor from liability on the note hereby secured; and such release shall be automatic upon the recording of the deed from Grantor to such grantee.

Reinstatement Agreement: Grantor hereby appoints the holder of the Note hereby secured ("Holder") as Grantor's attorney-in-fact to execute reinstatement agreements from time to time reinstate the Note as an installment note after Holder has accelerated the Note. Holder's authority as Grantor's attorney-in-fact is limited to execution of such reinstatement agreements. This power of attorney is coupled with an interest and may not be revoked until the Note is paid in full. Nothing in this paragraph shall obligate Holder to reinstate the Note after acceleration, and the decision to reinstate the Note is wholly within Holder's discretion.

When the context requires, singular nouns and pronouns include the plural, and plural nouns and pronouns include the singular.

Angelica Lujan

Antonio Lujan

ACKNOWLEDGEMENT

STATE OF TEXAS §

COUNTY OF HIDALGO §

This instrument was acknowledged before me on May 25, 2011, by Angelica Lujan and Antonio Lujan .

Notary Public, State of Texas

MARIA ELENA MARTINEZ
MY COMMISSION EXPIRES
March 6, 2014

Chapter 232 Texas LGC Application

APPLICATION NO: 3-11450
Jun. 10, 2011

COUNTY OF HIDALGO
PLANNING DEPARTMENT
PO DRAWER B EDINBURG TX 78539
TEL 318-2840 FAX 318-2844

J8130-00-000-0024-00

[1] OWNER: LUJAN, ANGELICA & ANTONIO
4608 AVERY AVE

MISSION, TX 78572
Telephone No. 890-8855

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: AGUA

[4] PURPOSE OF APPLICATION: MOBILE HOMES
44-MOBILE HOMES/ RV

[5] SIZE OF STRUCTURE: 192 Sq. Ft.

[6] USE OF BUILDING: RES MH ZONE X

[7] LEGAL DESC./NAME OF SUBDIVISION
JORDAN GARDENS LOT 24
X-44

LOCATION: 0 MINNESOTA RD & 6 ML

[8] SEWAGE: EXIST

[9] CONSTRUCTION TYPE: META

[10] EST. COST OF CONST.: $500

[11] SPECIAL FLOOD HAZARD AREA: ____YES ✓ NO

Special Conditions: No construction allowed over any easements.
MUST COMPLY W/ALL REGULATIONS AND SETBACKS.
FRONT 25' SIDES 6' CORNERSIDE 35' REAR 15'
18 INCHES ABOVE CENTERLINE OF STREET.

Sandra Cantu — Prepared by — 6/10/11 — Date

H. Garza — Approved by — 6/10/11 — Date

Signature of Owner or Applicant — 6-10-11 — Date

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER_____
TOTAL AMOUNT **$30.00**

Light [X] Water [X]

Flood Zone: NO 0290 D
Panel No. /Suffix:_____ Pct 3
Community No.: 480334

Certification of Elevation Required: ____ YES ____ NO ____ BFE

A. Setbacks front, side & rear shall be in any deed restrictions.
B. No more than one single family residence per lot.
C. Applicant shall comply with all of the plat and/or deed restrictions and requirements affecting the lot.
D. Permit fee shall be doubled for construction commencing or structures moved in prior to obtaining a permit.
E. Applicant/owner states that no structures exist on this tract of land. If found in violation, permit may be revoked.

[NOTICE]

SEPARATE PERMITS ARE REQUIRED FOR SEPTIC TANKS. THIS PERMIT BECOMES NULL AND VOID IF WORK OR CONSTRUCTION AUTHORIZED IS NOT COMMENCED WITHIN 6 MONTHS. OR IF CONSTRUCTION OR WORK IS SUSPENDED OR ABANDONED FOR A PERIOD OF ONE YEAR AT ANYTIME AFTER WORK IS COMMENCED.

I HEREBY CERTIFY THAT I HAVE READ AND EXAMINED THIS APPLICATION AND KNOW THE SAME TO BE TRUE AND CORRECT. ALL PROVISIONS OF LAWS AND REGULATIONS GOVERNING THIS TYPE OF WORK WILL BE COMPLIED WITH WHETHER SPECIFIED HEREIN OR NOT. THE GRANTING OF A PERMIT DOES NOT PRESUME TO GIVE AUTHORITY TO OR CANCEL THE PROVISIONS OF ANY OTHER STATE OR LOCAL LAW REGULATING CONSTRUCTION OR THE PERFORMANCE OF CONSTRUCTION.

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

Main Office
1304 South 25th Street
Edinburg, Texas 78542
956-318-2840
956-318-2844

Precinct No.1 Substation
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956-973-7850

Precinct No.3 Substation
2401 N. Moorefield Rd.
Mission, TX 78572
956-205-7045
956-205-7049

Raul E. Sesin, P.E., CFM
Planning Administrator

Precinct 1 2 3 (4)

Application No: 4-10733

HIDALGO COUNTY
CERTIFICATE OF PLAT AND UTILITY STATUS
UNDER TEXAS LOCAL GOVT. CODE SECTION 232.028(b)

WE THE UNDERSIGNED CERTIFY AS FOLLOWS:

Upon the application of:

	Approved by Environmental Health:	Temporary Service	Final Service
		—	Agnes Montoya
		Authorized Signature	Authorized Signature
	Inspection/Permit No:	—	sewer
	Date Approved:	/ /	6/8/11

Name: Maria Palomino

Address: 6519 Soledad Dr. Edinburg Tx. 78541

Phone: (806)-202-7450

Water Supplier: N/A

Utility Provider: [ ] M.V.E.C. [✓] AEP

Account/ESI No.: 100 32 7894 3131 1006

[ ] Temporary Pole [✓] Permanent Service

regarding the land described as: Paloma del Valle 3 Lot 139,

on _____, 20____, the Hidalgo County Commissioners Court, at a meeting duly called and noticed in accordance with the Texas Open Meetings Act, made the following determinations regarding plat and utility status of the land herein described pursuant to Texas Local Government Code Section 232,028(b):

Fill in **"yes"** or **"no"** in each blank

yes A plat has been prepared;

yes A plat has been reviewed and approved by the Commissioners Court; (Date approved 7/11/07);

yes water service facilities have been constructed or installed to service the subdivision under Local Government Code Section 232.023 and are fully operable; (verified by Maria Clerda);

yes an organized sewage collection and treatment system is to be used, and under sewer service facilities have been constructed or installed to service the subdivision under Section 232.023 and are fully operable; (verified by Agnes);

no individual septic systems are to be used, and lots in the subdivision can be adequately and legally served by septic systems under Section 232.023; (verified by Antonia);

yes electrical and gas facilities, if available, have been constructed or installed to service the subdivision under Section 232.023. (verified by Maria Clerda);

Maria

Planning Department Authorized Signature | **Hidalgo County Judge** | **Date**

ATTEST: _____ **Hidalgo County Clerk** | **Date**

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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2401 N. Moorefield Rd.
Mission, TX 78572
956-205-7045
956-205-7049

Raul E. Sesin, P.E., CFM
Planning Administrator

Precinct 1 2 3 4

Application No: 4-10733

REQUEST FOR HIDALGO COUNTY CERTIFICATE OF PLAT AND UTILITY STATUS UNDER TEXAS LOCAL GOVT. CODE SECTION 232.028(b)

In my status and for the land indicated below, which is located outside of any municipality, I request that the Hidalgo County Commissioners Court make the determinations regarding plat and utility status described in Texas Local Government Code § 232.028(b) and issue a certificate of such determinations:

PARTY MAKING REQUEST:

Name: Maria Palomino

Address: 6519 Soledad Dr.
Edinburg TX. 78541

Phone: (806) 202-74-50

IDENTIFICATION OF LAND (e.g., lot and block number of recorded subdivision, designation on plat, address, description in deed, etc.):

Paloma del Valle 3 Lot 139

STATUS OF PERSON OR ENTITY MAKING REQUEST:

___ Subdivider
✓ Owner of lot in subdivision
___ Resident of lot in a subdivision
___ Entity that provides utility service

Maria Palomino
Requesting Party (Signature)

6-8-11
Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

___ Deed
___ Executory Contract
___ Lease
___ Rent Receipt
___ Affidavit
✓ Other (describe) Permit

This part to be filled out by receiving county official:

Location of land verified and completed request accepted by Hidalgo County for processing on:

06/14/2011
Date

County Official

WARRANTY DEED WITH VENDOR'S LIEN

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FORM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

Date: April 7, 2010

Grantor: Paloma Del Valle II, Ltd.

Grantor's Mailing Address (including county): 13201 N. 23rd Street
Edinburg, Texas 78541
Hidalgo County

Grantee: Guillermo Palomino and Maria Palomino

Grantee's Mailing Address including County: 326 SE 7th Ave.
Perryton, TX 79070
Ochiltree

Consideration: TEN AND NO/100 DOLLARS and other good and valuable consideration and the further consideration of a note of even date, that is in the principal amount of SIXTEEN THOUSAND EIGHT HUNDRED THIRTY-NINE AND 53/100 DOLLARS ($16,839.53) and is executed by Grantee, payable to the order of Grantor. It is secured by a vendor's lien retained in this deed and by a deed of trust of even date, from Grantee to David Crook, Attorney at Law, Trustee.

Subject to Prior Lien(s) (including recording information): A lien in favor of Texas State Bank as recorded in the Deed of Trust dated August 11, 2006, as Document number 1655705, in the Official Records of Hidalgo County, Texas, and all renewals, extensions, transfers or alterations thereof.

Property (including any improvements): Lot 139 of Paloma Del Valle Phase III Subdivision, according to the map recorded in Volume 53, Pages 133-136, Hidalgo County Map Records, Hidalgo County, Texas. SAVE AND EXCEPT all of the Oil, Gas and other Minerals.

Reservations From and Exceptions to Conveyance and Warranty: Easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded instruments, other than liens and conveyances, that affect the property; taxes for the current year, the payment of which Grantee assumes; but not subsequent assessments for the current and prior years due to change in land usage, ownership, or both, the payment of which Grantor assumes.

1. Restrictive Covenants Recorded as Document 1784511 in the Official Records of Hidalgo County, Texas.
2. Taxes for the year 2010 and all subsequent years.
3. Blanket easements, rules, regulations and rights in favor of Hidalgo County Irrigation District in which the property is located.
4. Subject to any and all valid and existing restrictions, easements, rights-of-way, reservations,

maintenance charges, together with any lien securing maintenance charges, zoning laws, ordinances of municipal or other governmental agency's or authorities, and conditions and covenants, if any, applicable to and enforceable against the property described herein, whether of record or not; all presently recorded instruments, other than liens or conveyances that effect the property.

5. For Grantor and Grantor's successors, a reservation of all of the oil, gas and other minerals that are in and under the property and that may be produced from it and a reservation of the right of ingress and egress at all times for mining, drilling, exploring, operating, and developing the property for oil, gas, and other minerals and for removing them from the property. If this interest is subject to an existing lease for oil and gas or oil, gas, and other minerals, Grantor is entitled to receive the royalties and other benefits that are associated with the interest and payable under the lease.

Grantor, for the consideration, receipt of which is acknowledged, and subject to the reservations from and exceptions to conveyance and warranty, grants, sells and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors or assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty.

The vendor's lien against and superior title to the property are retained until each note described is fully paid according to its terms, at which time this deed shall become absolute.

When the context requires, singular nouns and pronouns include the plural.

Paloma Del Valle II, Ltd.
By: Jane Cross Enterprises, Inc.
General Partner

BY: _____
Jane Cross , President

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

This instrument was acknowledged before me on April 7, 2010, by Jane Cross , President of Jane Cross Enterprises, Inc., as general partner of Paloma Del Valle II, Ltd., a Texas limited partnership, on behalf of said limited partnership.

NELDA C VILLARREAL NOTARY PUBLIC STATE OF TEXAS EXPIRES 02-24-2012

_____
Notary Public, State of Texas

Nelda C. Villarreal
Notary's typed or printed signature
My commission expires: 2-24-2012

Chapter 232 Texas LGC Application

APPLICATION NO:
4-10733
Jun. 8, 2011

COUNTY OF HIDALGO
PLANNING DEPARTMENT
1304 S. 25th Ave EDINBURG TX 78539
TEL 318-2840 FAX 318-2844

P3112-03-000-0139-00

[1] OWNER: PALOMINO, GUILLERMO
PALOMINO, MARIA
6519 SOLEDAD DR,
EDINBURG, TX. 78541
Telephone No. 228-1782

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: OTHE

[4] PURPOSE OF APPLICATION: MOBILE HOMES
20- MOBILE HOMES

[5] SIZE OF STRUCTURE: 1,216 Sq. Ft.

[6] USE OF BUILDING: RES. ZONE-X

[7] LEGAL DESC./NAME OF SUBDIVISION
PALOMA DEL VALLE III
LOT#139

LOCATION: 0 SEMINARY & 2812

COPY

[8] SEWAGE: PUBLI

[9] CONSTRUCTION TYPE: META

[10] EST. COST OF CONST.: $10,000

[11] SPECIAL FLOOD HAZARD AREA: ___YES ___NO

Special Conditions: No construction allowed over any easements.
MUST COMPLY W/ALL COUNTY SETBACKS & REGULATIONS
FRONT 25' REAR 10' SIDES 6'
MINIMUM ELEV. 18" ABOVE TOP OF CURB

Prepared by — Date: 6-8-11

Approved by — Date: 6-8-11

X — Signature of Owner or Applicant — Date: 6-8-11

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER_____
TOTAL AMOUNT **$30.00**

Light [X] Water [X]

Flood Zone: NO
Panel No. /Suffix: 0325 D Pct: 4

Community No.: 480334

Certification of Elevation
Required: ____ YES ____ NO ____ BFE

A. Setbacks front, side & rear shall be in any deed restrictions.
B. No more than one single family residence per lot.
C. Applicant shall comply with all of the plat and/or deed restrictions and requirements affecting the lot.
D. Permit fee shall be doubled for construction commencing or structures moved in prior to obtaining a permit.
E. Applicant/owner states that no structures exist on this tract of land. If found in violation, permit may be revoked.

[NOTICE]

SEPARATE PERMITS ARE REQUIRED FOR SEPTIC TANKS. THIS PERMIT BECOMES NULL AND VOID IF WORK OR CONSTRUCTION AUTHORIZED IS NOT COMMENCED WITHIN 6 MONTHS. OR IF CONSTRUCTION OR WORK IS SUSPENDED OR ABANDONED FOR A PERIOD OF ONE YEAR AT ANYTIME AFTER WORK IS COMMENCED.

I HEREBY CERTIFY THAT I HAVE READ AND EXAMINED THIS APPLICATION AND KNOW THE SAME TO BE TRUE AND CORRECT. ALL PROVISIONS OF LAWS AND REGULATIONS GOVERNING THIS TYPE OF WORK WILL BE COMPLIED WITH WHETHER SPECIFIED HEREIN OR NOT. THE GRANTING OF A PERMIT DOES NOT PRESUME TO GIVE AUTHORITY TO OR CANCEL THE PROVISIONS OF ANY OTHER STATE OR LOCAL LAW REGULATING CONSTRUCTION OR THE PERFORMANCE OF CONSTRUCTION.

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

Main Office
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Edinburg, Texas 78542
956-318-2840
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Precinct No.1 Substation
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956-968-4734
956-973-7850

Precinct No.3 Substation
2401 N. Moorefield Rd.
Mission, TX 78572
956-205-7045
956-205-7049

Raul E. Sesin, P.E., CFM
Planning Administrator

Precinct 1 2 3 (4)

Application No: 4-7738

HIDALGO COUNTY
CERTIFICATE OF PLAT AND UTILITY STATUS
UNDER TEXAS LOCAL GOVT. CODE SECTION 232.028(b)

WE THE UNDERSIGNED CERTIFY AS FOLLOWS:

Upon the application of:

Approved by Environmental Health:	Temporary Service	Final Service
	Authorized Signature	Authorized Signature
Inspection/Permit No:		Re-Inspection
Date Approved:	/ /	06 / 09 / 11

Name: Celia Alejo Beltran

Address: 8112 Texan Ck Rd, Edinburg TX 78542

Phone: 287 0215

Water Supplier: NHWS.

Utility Provider: [✓] M.V.E.C. [ ] AEP

Account/ESI No.: # 245333-001

[ ] Temporary Pole [ ] Permanent Service

regarding the land described as: Iowa Gardens Estates Subd. Mobil Home Lot 110,

on _____, 20____, the Hidalgo County Commissioners Court, at a meeting duly called and noticed in accordance with the Texas Open Meetings Act, made the following determinations regarding plat and utility status of the land herein described pursuant to Texas Local Government Code Section 232,028(b):

Fill in "yes" or "no" in each blank

yes A plat has been prepared;

yes A plat has been reviewed and approved by the Commissioners Court; (Date approved 12-10-2002);

yes water service facilities have been constructed or installed to service the subdivision under Local Government Code Section 232.023 and are fully operable; (verified by Maria Cerda);

NO an organized sewage collection and treatment system is to be used, and under sewer service facilities have been constructed or installed to service the subdivision under Section 232.023 and are fully operable; (verified by 6-9-11);

YES individual septic systems are to be used, and lots in the subdivision can be adequately and legally served by septic systems under Section 232.023; (verified by 6-9-11);

yes electrical and gas facilities, if available, have been constructed or installed to service the subdivision under Section 232.023. (verified by Maria Cerda);

Planning Department Authorized Signature | Hidalgo County Judge | Date

ATTEST: _____ Hidalgo County Clerk | Date

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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956-968-4734
956-973-7850

Precinct No.3 Substation
2401 N. Moorefield Rd.
Mission, TX 78572
956-205-7045
956-205-7049

Raul E. Sesin, P.E., CFM
Planning Administrator

Precinct 1 2 3 (4)

Application No: 4-7738

REQUEST FOR HIDALGO COUNTY CERTIFICATE OF PLAT AND UTILITY STATUS UNDER TEXAS LOCAL GOVT. CODE SECTION 232.028(b)

In my status and for the land indicated below, which is located outside of any municipality, I request that the Hidalgo County Commissioners Court make the determinations regarding plat and utility status described in Texas Local Government Code § 232.028(b) and issue a certificate of such determinations:

PARTY MAKING REQUEST:

Name: Celia Beltran

Address: 8177 Tex Mex R.D.7
Edinburg Tx 78539

Phone: 956-309 89 92

IDENTIFICATION OF LAND (e.g., lot and block number of recorded subdivision, designation on plat, address, description in deed, etc.):

Tanya Gardens Estates #3 Lote 110

STATUS OF PERSON OR ENTITY MAKING REQUEST:

_____ Subdivider
__✓__ Owner of lot in subdivision
_____ Resident of lot in a subdivision
_____ Entity that provides utility service

Celia Beltran — Requesting Party (Signature)

6-9-11 — Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

__✓__ Deed
_____ Executory Contract
_____ Lease
_____ Rent Receipt
_____ Affidavit
__✓__ Other (describe) Permit

This part to be filled out by receiving county official:

Location of land verified and completed request accepted by Hidalgo County for processing on:

06/14/2011 — **Date**

County Official

SPECIAL WARRANTY DEED WITH VENDOR'S LIEN 1158640

Date: January 2, 2003

Grantor: Jack Burkholder, Trustee
Grantor's Mailing Address:
1210 E. Tyler
Harlingen, Texas 78550

Grantee: Celia Alejo Beltran

Grantee's Phone Number: (956) 287-1151
Grantee's Mailing Address (including county):
Rt. 16 Box 170
Edinburg, Texas 78539
Hidalgo County, Texas

Consideration: Ten Dollars and other valuable consideration paid by Grantee to Grantor, the receipt of which is hereby acknowledged, and the further consideration of a note of even date that is in the principal amount of Fifteen Thousand Six Hundred Fifty Dollars and No Cents ($15,650.00), and is executed by Grantee, payable to the order of Grantor (the "Purchase Note"). The Purchase Note is secured by a vendor's lien retained in this deed, and by a deed of trust of even date to David Crook, Trustee.

Property (including any improvements):

Lot(s) 110, Iowa Gardens Estates Subdivision, Phase III, as shown by the map or plat thereof recorded in Volume 41, Page 58 - 61, Map Records, Hidalgo County, Texas

Reservations from and Exceptions to Conveyance and Warranty:

1. **All lots must be used for single-family residential purposes only.**
2. Visible and apparent easements on or across the subject property;
3. Rights of parties in possession;
4. Easements, rights-of-way, and prescriptive rights, whether of record or not;
5. All recorded restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and other instruments, other than liens and conveyances, that affect the property;
6. Rights of adjoining owners in any walls and fences situated on a common boundary;
7. Any discrepancies, conflicts, or shortages an area or boundary lines;
8. Any encroachments or overlapping of improvements;
9. All rights, obligations, and other matters emanating from and existing by reason of the creation, establishment, maintenance, ~~and operation of any~~ Water Improvement District, Irrigation District, or other applicable governmental district, agency, or authority;
10. Taxes for the current year and subsequent years, and subsequent assessments for prior years due to change in land usage or ownership;
11. The prior reservation or conveyance of all oil, gas, and other minerals previously reserved or conveyed by any parties having the right to do so;

Jack Burkholder, Trustee

(Acknowledgment)

State of Texas
County of Hidalgo

This instrument was acknowledged before me on the 2nd day of January, 2003, by Jack Burkholder, Trustee.

LILY GUERRA
NOTARY PUBLIC
STATE OF TEXAS
MY COMM. EXP. 05-10-2003

Notary Public, State of Texas

AFTER RECORDING RETURN TO:

Jack Burkholder, Trustee
1210 E. Tyler
Harlingen, Texas 78550

Filed for Record in:
Hidalgo County
by J. D. Salinas, III
County Clerk

On: Jan 16,2003 at 04:09p

As a Recording

Document Number: 1158640
Total Fees : 15.00

Receipt Number - 471024
By,
Imelda Leal, Deputy

Chapter 232 Texas LGC Application

APPLICATION NO: 4-7738
Jul. 9, 2008

COUNTY OF HIDALGO
PLANNING DEPARTMENT
1304 S. 25th Ave EDINBURG TX 78539
TEL 318-2840 FAX 318-2844

I7050-03-000-0110-00

[1] OWNER: ALEJO, CELIA BELTRAN

RR 16 BOX 170
EDINBURG, TX 78539-6781
Telephone No. 287-0215

[7] LEGAL DESC./NAME OF SUBDIVISION
IOWA GARDENS ESTATES PH 3 LOT

LOCATION: 0 IOWA & ALAMO

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

[8] SEWAGE: INSTA

[9] CONSTRUCTION TYPE: WOOD

[4] PURPOSE OF APPLICATION: MOBILE HOMES
44- MOBILE HOMES

[10] EST. COST OF CONST.: $4,000

[5] SIZE OF STRUCTURE: 924 Sq. Ft.

[11] SPECIAL FLOOD HAZARD AREA: ___ YES ✓ NO

[6] USE OF BUILDING: RES.ZONE-C

Special Conditions: No construction allowed over any easements.
MUST COMPLY W/ALL REGULATIONS & SETBACKS
FRONT 30' SIDE'S 10' REAR 45' FINISHED FLOOR OF
ELEV. 18" TOP OF PAVEMENT

Prepared by Flor A. Castillo Date 7/9/08.

Approved by Tommy Lu Date 7-03-08.

Signature of Owner or Applicant Celia Beltran Date

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER ____
TOTAL AMOUNT **$30.00**

Light [X] Water [X]

Flood Zone: NO Panel No. /Suffix: 0425C. Pct: 4

Community No.: 480334

Certification of Elevation Required: ___ YES ✓ NO ___ BFE

A. Setbacks front, side & rear shall be in any deed restrictions.
B. No more than one single family residence per lot.
C. Applicant shall comply with all of the plat and/or deed restrictions and requirements affecting the lot.
D. Permit fee shall be doubled for construction commencing or structures moved in prior to obtaining a permit.
E. Applicant/owner states that no structures exist on this tract of land. If found in violation, permit may be revoked.

[NOTICE]

SEPARATE PERMITS ARE REQUIRED FOR SEPTIC TANKS. THIS PERMIT BECOMES NULL AND VOID IF WORK OR CONSTRUCTION AUTHORIZED IS NOT COMMENCED WITHIN 6 MONTHS. OR IF CONSTRUCTION OR WORK IS SUSPENDED OR ABANDONED FOR A PERIOD OF ONE YEAR AT ANYTIME AFTER WORK IS COMMENCED.

I HEREBY CERTIFY THAT I HAVE READ AND EXAMINED THIS APPLICATION AND KNOW THE SAME TO BE TRUE AND CORRECT. ALL PROVISIONS OF LAWS AND REGULATIONS GOVERNING THIS TYPE OF WORK WILL BE COMPLIED WITH WHETHER SPECIFIED HEREIN OR NOT. THE GRANTING OF A PERMIT DOES NOT PRESUME TO GIVE AUTHORITY TO OR CANCEL THE PROVISIONS OF ANY OTHER STATE OR LOCAL LAW REGULATING CONSTRUCTION OR THE PERFORMANCE OF CONSTRUCTION.

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

Main Office
1304 South 25th Street
Edinburg, Texas 78542
956-318-2840
956-318-2844

Precinct No.1 Substation
1902 Joe Stephens Ave.
Weslaco, TX 78596
956-968-4734
956-973-7850

Precinct No.3 Substation
2401 N. Moorefield Rd.
Mission, TX 78572
956-205-7045
956-205-7049

Raul E. Sesin, P.E., CFM
Planning Administrator

Precinct 1 2 3 (4)

Application No: 4-10638

HIDALGO COUNTY
CERTIFICATE OF PLAT AND UTILITY STATUS
UNDER TEXAS LOCAL GOVT. CODE SECTION 232.028(b)

WE THE UNDERSIGNED CERTIFY AS FOLLOWS:

Upon the application of:

	Temporary Service	Final Service
Approved by Environmental Health:	Authorized Signature	Authorized Signature
Inspection/Permit No:	Elect. only	48616
Date Approved:	05 / 19 / 11	/ /

Name: Carolina Guerra

Address: 2509 Gloria Ave
McAllen Tx 78503

Water Supplier: NAWS

Utility Provider: [ ]M.V.E.C. [ ] AEP

Phone: 956-687-1964 | 827-2539

Account/ESI No.: 100327894 7223075

[ ] Temporary Pole [ ] Permanent Service

720277

regarding the land described as: Evergreen Development Co. UT #2 LOT 62 ,

on _____, 20_____, the Hidalgo County Commissioners Court, at a meeting duly called and noticed in accordance with the Texas Open Meetings Act, made the following determinations regarding plat and utility status of the land herein described pursuant to Texas Local Government Code Section 232,028(b):

Fill in **"yes"** or **"no"** in each blank

Yes A plat has been prepared;

Yes A plat has been reviewed and approved by the Commissioners Court; (Date approved 8-20-96);

Yes water service facilities have been constructed or installed to service the subdivision under Local Government Code Section 232.023 and are fully operable; (verified by _____);

NO an organized sewage collection and treatment system is to be used, and under sewer service facilities have been constructed or installed to service the subdivision under Section 232.023 and are fully operable; (verified by _____ 6-8-11);

YES individual septic systems are to be used, and lots in the subdivision can be adequately and legally served by septic systems under Section 232.023; (verified by _____ 6-8-11);

Yes electrical and gas facilities, if available, have been constructed or installed to service the subdivision under Section 232.023. (verified by _____);

_____ _____ _____

Planning Department Authorized Signature **Hidalgo County Judge** **Date**

ATTEST: _____ _____

Hidalgo County Clerk **Date**

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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956-205-7049

Raul E. Sesin, P.E., CFM
Planning Administrator

Precinct 1 2 3 (4)

Application No: 4-10638

REQUEST FOR HIDALGO COUNTY CERTIFICATE OF PLAT AND UTILITY STATUS UNDER TEXAS LOCAL GOVT. CODE SECTION 232.028(b)

In my status and for the land indicated below, which is located outside of any municipality, I request that the Hidalgo County Commissioners Court make the determinations regarding plat and utility status described in Texas Local Government Code § 232.028(b) and issue a certificate of such determinations:

PARTY MAKING REQUEST:

Name: Carolina Guerra

Address: 2509 Gloria Ave
McAllen Tx 78503

Phone: 956-687-1964

IDENTIFICATION OF LAND (e.g., lot and block number of recorded subdivision, designation on plat, address, description in deed, etc.):

Evergreen Development Co #2 LOT 62

STATUS OF PERSON OR ENTITY MAKING REQUEST:

____ Subdivider
_X_ Owner of lot in subdivision
____ Resident of lot in a subdivision
____ Entity that provides utility service

Carolina Guerra 6-8-11
Requesting Party (Signature) Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

_X_ Deed
____ Executory Contract
____ Lease
____ Rent Receipt
____ Affidavit
_✓_ Other (describe) permit

This part to be filled out by receiving county official:

Location of land verified and completed request accepted by Hidalgo County for processing on:

06/14/2011
Date

County Official

DEED OF TRUST, ASSIGNMENT OF RENTS, SECURITY AGREEMENT AND FINANCING STATEMENT

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO § KNOW ALL PERSONS BY THESE PRESENTS:
§

THAT I, WE, or EITHER OF US, RICARDO GUERRA, MARLENE GUERRA, AND CAROLINA GUERRA of the County of Hidalgo, State of Texas, sometimes hereinafter called Grantors (whether one or more) for the purposes of securing the indebtedness hereinafter described, and in consideration of the sum of TEN DOLLARS ($10.00) to us in hand paid by the Trustee hereinafter named, the receipt and sufficiency of which is hereby acknowledged, and for the further consideration of the uses, purposes and the trusts hereinafter set forth, have GRANTED, SOLD, AND CONVEYED, and by these presents do GRANT, SELL and CONVEY unto OSVALDO ARAIZA, Trustee, of International Bank of Commerce, One S. Broadway, McAllen, Hidalgo County, Texas 78501 and his substitutes or successors, all of the following described property situated in Hidalgo County, Texas (hereinafter the "Property"), to-wit:

SEE EXHIBIT "A", ATTACHED HERETO AND MADE A PART HEREOF FOR ALL PURPOSES.

TO HAVE AND TO HOLD the above described Property, together with the rights, privileges and appurtenances thereto belonging unto the said Trustee, and to his substitutes or successors forever and Grantors do hereby bind themselves, their heirs, executors, administrators, sucessors and assigns to warrant and forever defend the said premises unto the said Trustee, his substitutes or successors and assigns forever, against the claim or claims, of all persons claiming or to claim the same any part thereof.

This conveyance, however, is made in TRUST to secure payment of one Real Estate Lien Note/Promissory Note dated April 20, 2010, in the original principal sum of FORTY THOUSAND AND NO/100TH DOLLARS ($ 40,000.00) (the "Note"), executed by the makers of said Note, ALVARO GUERRA and wife, MARIA C. GUERRA who together with the above named Grantors, shall hereinafter collectively and interchangeably be referred to as Grantors, payable to the order of INTERNATIONAL BANK OF COMMERCE P.O. Box 579, McAllen, Texas 78505, hereinafter referred to as Beneficiary, in the City of McAllen, Hidalgo County, Texas and payable as therein provided, including late charges; bearing interest as therein stipulated, providing for acceleration of maturity and for reasonable and necessary attorney's fees;

Should Grantors do and perform all of the covenants and agreements herein contained, and make payment of said indebtedness as the same shall become due and payable, then this conveyance shall become null and void and of no further force and effect, and shall be released at the expense of Grantors, by the holder thereof, hereinafter called Beneficiary (whether one or more).

Grantors COVENANT and AGREE as follows:

That they are lawfully seized of said Property, in fee simple absolute, and have the right to convey the same; that said Property is free from all liens and encumbrances, except as herein provided.

which Grantors shall deliver to Beneficiary, and that if Grantors shall fail to do so, Beneficiary may (but shall not be obligated to) take any action Beneficiary deems necessary or desirable to prevent or to cure any default by Grantors in the performance of or compliance with any of Grantor's covenants or obligations under the Lease. Upon receipt by Beneficiary from the landlord under the Lease of any written notice of default by Grantors thereunder, default or any written notice of default, or the nature thereof be questioned or denied by Grantors or by any party on and on behalf of Grantors, Grantors hereby expressly grant to Beneficiary and agree that Beneficiary shall have the absolute and immediate right to enter in and upon the leased premises or any part thereof that Beneficiary deems necessary or desirable in order to prevent or to cure any default by Grantors under the Lease. Beneficiary may pay and expend such sums of money as Beneficiary in its sole discretion deems necessary for any such purpose, and Grantors hereby agree to pay to Beneficiary, immediately upon demand, all such sums so paid and expended by Beneficiary. All sums so paid and expended by Beneficiary shall accrue interest at the rates set forth in the Note and be added to and be secured by the lien of this Deed Of Trust.

(b) Grantors will not surrender the leasehold estate and interest hereinabove described, nor terminate or cancel the Lease; and it will not; without the express written consent of Beneficiary, modify, change, supplement, alter or amend the Lease either orally or in writing. Any such termination, cancellation, modification, change, supplement, alteration or amendment of the Lease without the prior written consent thereto by Beneficiary shall be void and of no force and effect. As further security to Beneficiary, Grantors shall deposit with Beneficiary an original of the Lease and all amendments thereto or a certified copy thereof, to be retained by Beneficiary until the indebtedness secured hereby is fully paid.

(c) No release or forbearance of any of Grantors' obligations under the Lease, pursuant to the Lease or otherwise, shall release Grantors from any of its obligations under this Deed Of Trust, including obligations with respect to the payment of rent as provided for in the Lease and the performance of all of the terms, provisions, covenants, conditions and agreements contained in the Lease, to be kept, performed and complied with by Grantors therein.

(d) Unless Beneficiary shall otherwise expressly consent in writing, the fee title to the property demised by the Lease and the leasehold estate shall not merge but shall always remain separate and distinct, notwithstanding the union of said estates either in the landlord or in the tenant, or in a third party by purchase or otherwise.

(e) If there shall be filed by or against Grantors a petition under the Bankruptcy Code, 11 U.S.C. § 101 et seq. (the "Bankruptcy Code"), and Grantors, as lessee under the Lease, shall determine to reject the Lease pursuant to Section 365(a) of the Bankruptcy Code, Grantors shall give Beneficiary not less than thirty (30) days prior notice of the date on which Grantors shall apply to the Bankruptcy Court for authority to reject the Lease. Beneficiary shall have the right, but not the obligation, to serve upon Grantors within such ten day period a notice stating that (i) Beneficiary demands that Grantors assume and assign the Lease to Beneficiary pursuant to Section 365 of the Bankruptcy Code and (ii) Beneficiary covenants to cure or provide adequate assurance of prompt cure of all defaults and provide adequate assurance of future performance under the Lease. If Beneficiary serves upon Grantors the notice described in the preceding sentence, Grantors shall not seek to reject the Lease and shall comply with the demand provided for in the clause (i) of the preceding sentence, within 30 days after the notice shall have been given subject to the performance by Beneficiary of the covenant provided for in clause (ii) of the preceding sentence. Further, effective upon the entry of an order for relief in respect of Grantors under Chapter 7 of the Bankruptcy Code, Grantors hereby assign and transfer to Beneficiary a non-exclusive right to apply to the Bankruptcy Court under Subsection 365(d)(1) of the Bankruptcy Code for an order extending the period during which the Lease may be rejected or assumed.

NO ORAL AGREEMENTS

THIS WRITTEN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENT OF THE PARTIES.

THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

Dated this 20th day of April XXXX 2010

GRANTOR:

By: Ricardo Guerra
RICARDO GUERRA

Address

GRANTOR:

By: Marlene Guerra
MARLENE GUERRA

Address

Carolina Guerra
CAROLINA GUERRA

Address

(Acknowledgment)

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

This instrument was acknowledged before me on May 3, 2010
by RICARDO GUERRA.

NORMA L. CANO
Notary Public, State of Texas
My Commission Expires
09-28-2010

Notary Public, State of Texas

My commission expires:

(Acknowledgment)

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

This instrument was acknowledged before me on May 3, 2010
by MARLENE GUERRA

NORMA L. CANO
Notary Public, State of Texas
My Commission Expires
09-28-2010

Notary Public, State of Texas

My commission expires: _____

(~~Partnership~~ Acknowledgment)

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

This instrument was acknowledged before me on May 3, 2010
by CAROLINA GUERRA
~~XXXX

Exhibit "A"

Lot Sixty-two (62), Evergreen Development Company Subdivision Unit No. 2, Hidalgo County, Texas, as per map or plat thereof recorded in Volume 31, Page 122, Map Records, Hidalgo County, Texas.

GF: 764072 NLC:bc

HB
M.C 6 OK R.G.

Chapter 232 Texas LGC Application

APPLICATION NO: 4-10638
May. 18, 2011

COUNTY OF HIDALGO
PLANNING DEPARTMENT
1304 S. 25th Ave EDINBURG TX 78539
TEL 318-2840 FAX 318-2844

E8103-02-000-0062-00

[1] OWNER: GUERRA, RICARDO, MARLENE & CAROLINA
2509 GLORIA AVE.
MCALLEN, TX 78503
Telephone No. 827-2539

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

[4] PURPOSE OF APPLICATION: NEW RESIDENCE
25- RESIDENTIAL NEW SINGLE DWELLING
[5] SIZE OF STRUCTURE: 1,739 Sq. Ft.

[6] USE OF BUILDING: RES. ZONE-X

[7] LEGAL DESC./NAME OF SUBDIVISION
EVERGREEN DEVELOPMENT CO UT 2
LOT 62
12/30/10AG.WATER/E

COPY

LOCATION: 0 M. CRISTO & URESTI

[8] SEWAGE: INSTA

[9] CONSTRUCTION TYPE: BRIC

[10] EST. COST OF CONST.: $49,857

[11] SPECIAL FLOOD HAZARD AREA: ✓ YES ___ NO

Special Conditions: No construction allowed over any easements.
MUST COMPLY W/ALL COUNTY SETBACKS & REGULATIONS
FRONT 50' REAR 120' SIDES 7'
MINIMUM ELEV. 18" ABOVE CENTERLINE OF STREET

Efrain Ceballos — Prepared by — 5-18-11 — Date

Edgar Isidro — Approved by — 5-11-11 — Date

X Alma Guerra — Signature of Owner or Applicant — 5-18-11 — Date

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER ____
TOTAL AMOUNT $30.00

Light [X] Water [X]

Flood Zone: NO
Panel No. /Suffix: 0325D Pct: 4
Community No.: 480334

Certification of Elevation
Required: ___ YES ✓ NO ___ BFE

A. Setbacks front, side & rear shall be in any deed restrictions.
B. No more than one single family residence per lot.
C. Applicant shall comply with all of the plat and/or deed restrictions and requirements affecting the lot.
D. Permit fee shall be doubled for construction commencing or structures moved in prior to obtaining a permit.
E. Applicant/owner states that no structures exist on this tract of land. If found in violation, permit may be revoked.

[NOTICE]

SEPARATE PERMITS ARE REQUIRED FOR SEPTIC TANKS. THIS PERMIT BECOMES NULL AND VOID IF WORK OR CONSTRUCTION AUTHORIZED IS NOT COMMENCED WITHIN 6 MONTHS. OR IF CONSTRUCTION OR WORK IS SUSPENDED OR ABANDONED FOR A PERIOD OF ONE YEAR AT ANYTIME AFTER WORK IS COMMENCED.

I HEREBY CERTIFY THAT I HAVE READ AND EXAMINED THIS APPLICATION AND KNOW THE SAME TO BE TRUE AND CORRECT. ALL PROVISIONS OF LAWS AND REGULATIONS GOVERNING THIS TYPE OF WORK WILL BE COMPLIED WITH WHETHER SPECIFIED HEREIN OR NOT. THE GRANTING OF A PERMIT DOES NOT PRESUME TO GIVE AUTHORITY TO OR CANCEL THE PROVISIONS OF ANY OTHER STATE OR LOCAL LAW REGULATING CONSTRUCTION OR THE PERFORMANCE OF CONSTRUCTION.

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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956-318-2844

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Precinct No.3 Substation
2401 N. Moorefield Rd.
Mission, TX 78572
956-205-7045
956-205-7049

Raul E. Sesin, P.E., CFM
Planning Administrator

Precinct 1 2 3 4

Application No: 4-10655

HIDALGO COUNTY
CERTIFICATE OF PLAT AND UTILITY STATUS
UNDER TEXAS LOCAL GOVT. CODE SECTION 232.028(b)

WE THE UNDERSIGNED CERTIFY AS FOLLOWS:

Upon the application of:

Approved by Environmental Health:	Temporary Service	Final Service
	—	
	Authorized Signature	Authorized Signature
Inspection/Permit No:		SEWER
Date Approved:	/ /	06/09/11

Name: Nohemi Ramos

Address: 8501 Kenyon Dr. Edinburg Tx. 78542

Phone: (956) 270-0425 (956) 270-0424

Water Supplier: North Alamo Water

Utility Provider: [ ]M.V.E.C. [✓]AEP

Account/ESI No.: 10032789463610699

[✓] Temporary Pole [ ] Permanent Service

regarding the land described as:
Viva Las Vegas ~~#7~~ Phase 1, Lot 7 ,

on _____, 20____, the Hidalgo County Commissioners Court, at a meeting duly called and noticed in accordance with the Texas Open Meetings Act, made the following determinations regarding plat and utility status of the land herein described pursuant to Texas Local Government Code Section 232,028(b):

Fill in **"yes"** or **"no"** in each blank

yes A plat has been prepared;

yes A plat has been reviewed and approved by the Commissioners Court; (Date approved 2-6-09);

yes water service facilities have been constructed or installed to service the subdivision under Local Government Code Section 232.023 and are fully operable; (verified by Maria C.);

YES an organized sewage collection and treatment system is to be used, and under sewer service facilities have been constructed or installed to service the subdivision under Section 232.023 and are fully operable; (verified by 6-9-11);

NO individual septic systems are to be used, and lots in the subdivision can be adequately and legally served by septic systems under Section 232.023; (verified by 6-9-11);

yes electrical and gas facilities, if available, have been constructed or installed to service the subdivision under Section 232.023. (verified by Maria C.);

Planning Department Authorized Signature | **Hidalgo County Judge** | **Date**

ATTEST: _____ **Hidalgo County Clerk** | **Date**

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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956-205-7045
956-205-7049

Raul E. Sesin, P.E., CFM
Planning Administrator

Precinct 1 2 3 (4)

Application No: 4-10655

REQUEST FOR HIDALGO COUNTY CERTIFICATE OF PLAT AND UTILITY STATUS UNDER TEXAS LOCAL GOVT. CODE SECTION 232.028(b)

In my status and for the land indicated below, which is located outside of any municipality, I request that the Hidalgo County Commissioners Court make the determinations regarding plat and utility status described in Texas Local Government Code § 232.028(b) and issue a certificate of such determinations:

PARTY MAKING REQUEST:

Name: Nohemi Ramos

Address: 8501 Kenyon Dr.
Edinburg Tx. 78542

Phone: (956) 270-0425

IDENTIFICATION OF LAND (e.g., lot and block number of recorded subdivision, designation on plat, address, description in deed, etc.):

Viva Las Vegas Phase I lot 7

STATUS OF PERSON OR ENTITY MAKING REQUEST:

_____ Subdivider
__✓__ Owner of lot in subdivision
_____ Resident of lot in a subdivision
_____ Entity that provides utility service

✓Nohemi Ramos — Requesting Party (Signature)
6-9-11 — Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

__✓__ Deed
_____ Executory Contract
_____ Lease
_____ Rent Receipt
_____ Affidavit
__✓__ Other (describe) Permit

This part to be filled out by receiving county official:

Location of land verified and completed request accepted by Hidalgo County for processing on:

06/14/2011 — **Date**

County Official

RE: Lot 7, Viva Las Vegas Subdivision , Hidalgo County, TX, Instrument No. 1968528 Map Rec Hid Cty TX

NOTICE OF CONFIDENTIALITY RIGHTS

IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER

DEED OF TRUST

1. Date: February 14, 2009

2. Grantor: NOHEMI RAMOS

3. Grantor's Mailing Address: 5111 Allison Street, Edinburg, Hidalgo County, Texas 78539

4. Trustee: David Crook

5. Trustee's Mailing Address: 100 Savannah, Suite 380, McAllen, Hidalgo County, Texas 78501

6. Beneficiary: Garco, Ltd., A Texas Limited Partnership

7. Beneficiary's Mailing Address: 3910 W. Freddy Gonzalez Drive, Edinburg, Hidalgo County, Texas 78539

8. Note:
   - A. Date: February 14, 2009
   - B. Amount: Twelve Thousand Nine Hundred and No/100ths Dollars ($12,900.00)
   - C. Maker: NOHEMI RAMOS
   - D. Payee: GARCO, LTD, A Texas Limited Partnership
   - E. Maturity Date: As therein provided in the Note
   - F. Terms of Payment: As provided in the Note.

9. Property: Lot Seven (7), Viva Las Vegas Subdivision , Hidalgo County, Texas, as per map or plat thereof recorded in Instrument No. 1968528, Map Records of Hidalgo County, Texas;

10. Prior Lien: Deed of Trust recorded under Document No. , Official Records, Hidalgo County, Texas

11. Other Exceptions to Conveyance and Warranty: See Exhibit "A".

12. For value received and to secure payment of the note, Grantor conveys the property to Trustee in trust. Grantor warrants and agrees to defend title to the property. If Grantor performs all the covenants and pays the note according to its terms, this deed of trust shall have no further effect, and Beneficiary shall release it at Grantor's expense.

13. Grantor's Obligations: Grantor agrees to:

   - A. keep the property in good repair and condition;
   - B. pay all taxes and assessments on the property when due;
   - C. preserve the lien's priority as it is established in this deed of trust;
   - D. maintain, in a form acceptable to Beneficiary, an insurance policy that:

J. This deed of trust shall bind, inure to the benefit of, and be exercised by successors in interest of all parties.

K. If Grantor and Maker are not the same person, the term "Grantor" shall include Maker.

L. Grantor represents that this deed of trust and the note are given for the following purposes: Purpose of Debt: The debt evidenced by the Note is in part payment of the purchase price of the Property; the debt is secured by this Deed of Trust and by a Vendor's Lien on the Property, which is expressly retained in a Deed to Grantor even date. This Deed of Trust does not waive the vendor's lien, and the two liens and the rights created by this instrument shall be cumulative. Beneficiary may elect to foreclose under either of the liens without waiving the other or may foreclose under both. The deed is incorporated into this Deed of Trust.

17. Due on Sale Clause: Any sale or conveyance or transfer is made of all or any portion of the property without prior written consent of beneficiary, then beneficiary may, at its election, accelerate the maturity of the note and demand full payment of the balance of all principal and interest remaining due thereon.

18. Escrows for Taxes : Grantor agrees to make an initial deposit in a reasonable amount to be determined by Beneficiary and then monthly payments to a fund for taxes on the property. Monthly payment will be made the payment dates specified in the note, and each payment will be one-twelfth of the amount that Beneficiary estimates will be required annually for payment of taxes. The fund will accrue no interest and Beneficiary will hold it without bond in escrow and use it to pay the taxes. If Grantor has complied with the requirements of this paragraph, Beneficiary must pay taxes before the end of the calendar year. Grantor agrees to make additional deposits on demand if the funds is ever insufficient for its purpose. If an excess accumulates in the fund, Beneficiary may either credit it to future monthly deposits until the excess is exhausted or refund it to Grantor. Before Grantor makes the final payment on the note, Beneficiary will credit to that payment the whole amount then in the fund, or at Beneficiary's option, refund it after the note is paid. If this deed of trust is foreclosed, any balance in the fund over that needed to pay taxes, including taxes accruing but not yet payable, under Paragraph 3, "Trustee's Duties". If the property is transferred, any balance then in the fund will still be subject to the provisions of this paragraph and will inure to the benefit of the transferee. Deposits to the fund described in this paragraph are in addition to the monthly payments provided for in the note

19. Signatures of Grantors:

Nohemi Ramos _____

NOHEMI RAMOS

The State of Texas

(Acknowledgment)

County of Hidalgo

This instrument was acknowledged before me on the 14th day of Feb 2009, by NOHEMI RAMOS.

YOLANDA FLORES
Notary Public, State of Texas
My Commission Expires
July 31, 2012

Yolanda Flores

Notary Public, State of Texas
My commission Expires: 7-31-2012

After Recording Return To:

Garco, Ltd 3910 W. Freddy Gonzalez Edinburg, Texas 78539

Chapter 232 Texas LGC Application

APPLICATION NO: 4-10655
May. 23, 2011

COUNTY OF HIDALGO
PLANNING DEPARTMENT
1304 S. 25th Ave EDINBURG TX 78539
TEL 318-2840 FAX 318-2844

V4358-01-000-0007-00

[1] OWNER: RAMOS, NOHEMI
C/O IRACHETA, LILIANA
5111 ALLISON ST.
EDINBURG, TX. 78539
Telephone No. 570-7209

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

[4] PURPOSE OF APPLICATION: MOBILE HOMES
20- MOBILE HOMES

[5] SIZE OF STRUCTURE: 700 Sq. Ft.

[6] USE OF BUILDING: RES. MOBILE HOME FLOODZO

[7] LEGAL DESC./NAME OF SUBDIVISION
VIVA LAS VEGAS
LOT #07

LOCATION: 0 2812 & DOOLITTLE

[8] SEWAGE: PUBLI

[9] CONSTRUCTION TYPE: META

[10] EST. COST OF CONST.: $1,800

[11] SPECIAL FLOOD HAZARD AREA: ~~YES~~ / NO

Special Conditions: No construction allowed over any easements.
MUST COMPLY W/ALL COUNTY SETBACKS & REGULATIONS
SETBACKS: FRONT:25' BACK:15' SIDE:6' SIDE:6'
18" ABOVE NATURAL GROUND WHICHEVER IS GREATER.

Prepared by — Date: 5/23/11

E FRAIN CEBALLOS — Approved by — Date: 5-16-11

xlilianairacheta — Signature of Owner or Applicant — Date: 5-23-11

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER
TOTAL AMOUNT **$30.00**

Light [X] Water [X]

Flood Zone: NO
Panel No. /Suffix: 0325D Pct: 4
Community No.: 480334

Certification of Elevation
Required: ____ YES ____ NO ____ BFE

A. Setbacks front, side & rear shall be in any deed restrictions.
B. No more than one single family residence per lot.
C. Applicant shall comply with all of the plat and/or deed restrictions and requirements affecting the lot.
D. Permit fee shall be doubled for construction commencing or structures moved in prior to obtaining a permit.
E. Applicant/owner states that no structures exist on this tract of land. If found in violation, permit may be revoked.

[NOTICE]

SEPARATE PERMITS ARE REQUIRED FOR SEPTIC TANKS. THIS PERMIT BECOMES NULL AND VOID IF WORK OR CONSTRUCTION AUTHORIZED IS NOT COMMENCED WITHIN 6 MONTHS. OR IF CONSTRUCTION OR WORK IS SUSPENDED OR ABANDONED FOR A PERIOD OF ONE YEAR AT ANYTIME AFTER WORK IS COMMENCED.

I HEREBY CERTIFY THAT I HAVE READ AND EXAMINED THIS APPLICATION AND KNOW THE SAME TO BE TRUE AND CORRECT. ALL PROVISIONS OF LAWS AND REGULATIONS GOVERNING THIS TYPE OF WORK WILL BE COMPLIED WITH WHETHER SPECIFIED HEREIN OR NOT. THE GRANTING OF A PERMIT DOES NOT PRESUME TO GIVE AUTHORITY TO OR CANCEL THE PROVISIONS OF ANY OTHER STATE OR LOCAL LAW REGULATING CONSTRUCTION OR THE PERFORMANCE OF CONSTRUCTION.

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

Main Office
1304 South 25th Street
Edinburg, Texas 78542
956-318-2840
956-318-2844

Precinct No.1 Substation
1902 Joe Stephens Ave.
Weslaco, TX 78596
956-968-4734
956-973-7850

Precinct No.3 Substation
2401 N. Moorefield Rd.
Mission, TX 78572
956-205-7045
956-205-7049

Raul E. Sesin, P.E., CFM
Planning Administrator

Precinct 1 2 3 (4)

Application No: 4-10403

HIDALGO COUNTY
CERTIFICATE OF PLAT AND UTILITY STATUS
UNDER TEXAS LOCAL GOVT. CODE SECTION 232.028(b)

WE THE UNDERSIGNED CERTIFY AS FOLLOWS:

Upon the application of:

	Temporary Service	Final Service
Approved by Environmental Health:	~	
	Authorized Signature	Authorized Signature
Inspection/Permit No:		48522
Date Approved:	/ /	06/09/11

Name: Eloisa Alanis

Address: 8604 Chukar St.
Edinburg Tx
78539

Phone: (956) 239-89-00

Water Supplier: North Alamo Water Corp

Utility Provider: [ ] M.V.E.C. [✓] AEP

Account/ESI No.: 100327894249 04925

[ ] Temporary Pole [✓] Permanent Service

regarding the land described as: Falcons West Lot 18,

on _____, 20____, the Hidalgo County Commissioners Court, at a meeting duly called and noticed in accordance with the Texas Open Meetings Act, made the following determinations regarding plat and utility status of the land herein described pursuant to Texas Local Government Code Section 232,028(b):

Fill in "yes" or "no" in each blank

Yes A plat has been prepared;

Yes A plat has been reviewed and approved by the Commissioners Court; (Date approved 1-6-99);

Yes water service facilities have been constructed or installed to service the subdivision under Local Government Code Section 232.023 and are fully operable; (verified by Mary Cantu);

NO an organized sewage collection and treatment system is to be used, and under sewer service facilities have been constructed or installed to service the subdivision under Section 232.023 and are fully operable; (verified by 6-9-11);

YES individual septic systems are to be used, and lots in the subdivision can be adequately and legally served by septic systems under Section 232.023; (verified by 6-9-11);

Yes electrical and gas facilities, if available, have been constructed or installed to service the subdivision under Section 232.023. (verified by Mary Cantu);

Planning Department Authorized Signature

Hidalgo County Judge

Date

ATTEST: _____
Hidalgo County Clerk

Date

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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Edinburg, Texas 78542
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Precinct No.3 Substation
2401 N. Moorefield Rd.
Mission, TX 78572
956-205-7045
956-205-7049

Raul E. Sesin, P.E., CFM
Planning Administrator

Precinct 1 2 3 (4)

Application No: 4-10463

REQUEST FOR HIDALGO COUNTY CERTIFICATE OF PLAT AND UTILITY STATUS UNDER TEXAS LOCAL GOVT. CODE SECTION 232.028(b)

In my status and for the land indicated below, which is located outside of any municipality, I request that the Hidalgo County Commissioners Court make the determinations regarding plat and utility status described in Texas Local Government Code § 232.028(b) and issue a certificate of such determinations:

PARTY MAKING REQUEST:

Name: Eloisa Alanis

Address: 8604 Chukar St.
Edinburg Tx 78539

Phone: (956) 239-89-00

IDENTIFICATION OF LAND (e.g., lot and block number of recorded subdivision, designation on plat, address, description in deed, etc.):

8604 Chukar St Edinburg Tx 78539
Lot #18 Falcon Nest

STATUS OF PERSON OR ENTITY MAKING REQUEST:

___ Subdivider
___ Owner of lot in subdivision
✓ Resident of lot in a subdivision
___ Entity that provides utility service

Eloisa Alanis — Requesting Party (Signature)

06/09/2011 — Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

✓ Deed
___ Executory Contract
___ Lease
___ Rent Receipt
___ Affidavit
✓ Other (describe) Permit

This part to be filled out by receiving county official:

Location of land verified and completed request accepted by Hidalgo County for processing on:

06/14/2011 — **Date**

County Official

2182062

RE: Lot 18, Falcon's Nest Subdivision, Phase I, Hidalgo County, Texas, V 51, Pg 174, Map Records

NOTICE OF CONFIDENTIALITY RIGHTS
IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER

Special Warranty Deed with Vendor's Lien

1. Date: January 31, 2011

2. Grantor: GARCO, LTD a Texas Limited Liability Company

3. Grantor's Mailing Address: 3910 W. Freddy Gonzalez, Edinburg, Hidalgo County, Texas 78539

4. Grantee: ELOISA LILIANA ALANIS

5. Grantee's Mailing Address: 8604 Chukar St., Edinburg, Hidalgo County, Texas 78539

6. Consideration: Ten and No/100THS ($10.00) Dollars and other good and valuable consideration, the receipt of which is hereby acknowledged, and the further consideration of the execution and delivery by Grantee of Grantee's one certain promissory note of even date herewith, in the principal sum of Twenty Four Thousand Nine Hundred and No/100ths Dollars ($24,400.00) payable to the order of Grantor and bearing interest as therein provided; containing the usual clauses providing for acceleration of maturity and for attorney's fees, the payment of which note is secured by the vendor's lien herein retained, and is additionally secured by a Deed of Trust of even date herewith to David Crook, Trustee.

7. Property: Lot Eighteen (18), Falcon's Nest Subdivision, Phase I, Hidalgo County, Texas, as per map or plat thereof recorded in Volume 51, Page 174, Map Records of Hidalgo County, Texas;

8. Reservations from and Exceptions to Conveyance and Warranty: This conveyance is made by Grantor and accepted by Grantee subject to the following, only to the extent that same exist and affect the property, to-wit:

A. The Declaration of Covenants, Easements, Conditions and Restrictions, which include liens and security interests in favor of the Property Owners' Association, to secure the payments of assessments. The Declaration is of record under Document Number 1437513, Official Records, Hidalgo County, Texas.

B. All zoning laws, regulations and ordinances of municipal and/or other governmental authorities, if any, relating to the property, or any part hereof.

C. Anything an on-the-ground A-1 survey would reveal.

D. The taxes for the year 2011 and subsequent years.

E. All of the following which are valid and subsisting and affect the Property and that are of record, in the Office of the County Clerk, Hidalgo County, Texas, to-wit: all rights, rights of way, restrictions, reservations, reservations and leases of oil, gas and other minerals, reservations of *underground* water and easements (including, but not limited to, easements for roads, utilities, irrigation lines, high pressure gas pipe lines and Irrigation District drainage ditch), and all items listed on Exhibit "A" attached hereto and made a part hereof for all purposes.

F. Grantee's representations that: a. Grantee will have inspected the Property to Grantee's sole satisfaction, hiring the necessary experts to satisfy himself as to the condition of the Property without any reliance on any of Grantor's representations; b. The parties are in relatively equal bargaining positions; c. Grantee is purchasing the Property "As Is", without any warranty (except the Special Warranty of Title); d. the language of Exhibit "B" is to be included in the Special Warranty Deed, conveying title to Grantee; and e. Grantee is responsible for obtaining all necessary permissions and permits for the construction upon and/or use of the Property

G. Save and Except Grantor reserves for himself and his heirs and assigns all oil, gas and other minerals in, on, under or that may be produced from the above described property, including but not limited to groundwater rights.

RE: Lot 18, Falcon's Nest Subdivision, Phase I, Hidalgo County, Texas, V 51, Pg 174, Map Records

9. Condition of the Property: This Property is sold in its "As Is" condition as set out in Exhibit "B" hereto attached and made a part hereof for all purposes.

10. Prior Liens: Deed of Trust recorded under Document No. 1664151 , Official Records, Hidalgo County, Texas

11. Granting Clause: Grantor, for valuable consideration the receipt of which is hereby acknowledged, and subject to the reservations from, and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any wise belonging (continue below):

12. Special Warranty of Title: To have and hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to warranty, when the claim is by, through or under Grantor, but not otherwise.

13. Vendor's Lien: The vendor's lien against and superior title to the Property are retained until the note described above is fully paid according to its terms, at which time this deed will become absolute.

14. Non-examination of Title: **NO TITLE EXAMINATION WAS REQUESTED IN CONNECTION WITH THE PREPARATION OF THIS DOCUMENT NOR WAS ANY MADE. THE PREPARER EXPRESSES NO OPINION AS TO THE TITLE TO THIS PROPERTY.**

15. Miscellaneous: When the context requires, singular nouns and pronouns include the plural.

16. Signature:

GARCO, LTD.
BY: GARCO MANAGEMENT LLC

By: Pres
Richard A. Garza President

The State of Texas

(Acknowledgment)

County of Hidalgo

This instrument was acknowledged before me on the 31ST day of Jan 2011, Richard A. Garza, President of Garco Management, LLC, General Partner of GARCO, LTD, a Texas Limited Liability Company.

YOLANDA FLORES
Notary Public, State of Texas
My Commission Expires
July 31, 2012

Yolanda Flores
Notary Public, State of Texas
My Commission Expires: 7-31-2012

After Recording Return To:

GARCO, LTD
3910 W. Freddy Gonzalez
Edinburg, Texas 78539

Chapter 232 Texas LGC Application

APPLICATION NO: 4-10403
Mar. 18, 2011

COUNTY OF HIDALGO
PLANNING DEPARTMENT
1304 S. 25th Ave EDINBURG TX 78539
TEL 318-2840 FAX 318-2844

F1651-01-000-0018-00

[1] OWNER: ALANIZ, ELOISA LILIANA

8604 CHUKAR ST.
EDINBURG, TX. 78539
Telephone No. 239-8900

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

[4] PURPOSE OF APPLICATION: MOVED BUILDING
29- RESIDENTIAL MOVE-IN/RELO.BUILD

[5] SIZE OF STRUCTURE: 960 Sq. Ft.

[6] USE OF BUILDING: RES.ZONE-X

[7] LEGAL DESC./NAME OF SUBDIVISION
FALCON'S NEST LOT 18

LOCATION: 0 2812 & DOOLITTLE

[8] SEWAGE: INSTA

[9] CONSTRUCTION TYPE: WOOD

[10] EST. COST OF CONST.: $35,000

[11] SPECIAL FLOOD HAZARD AREA: ☑ YES ☐ NO

Special Conditions: No construction allowed over any easements.
MUST COMPLY W/ALL REGULATIONS & SETBACKS
FRONT 25' SIDE'S 6' REAR 40' FINISH FLOOR OF ELEV.
18" TOP OF CURB.

Prepared by — Date 3-18-11

Approved by — Date 3-15-11

Signature of Owner or Applicant — Date 3/18/2011

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER _____
TOTAL AMOUNT **$30.00**

Light [X] Water [X]

Flood Zone: NO 0305D
Panel No. /Suffix: _____ Pct: 4
Community No.: 480334

Certification of Elevation Required: _____ YES _____ NO _____ BFE

A. Setbacks front, side & rear shall be in any deed restrictions.
B. No more than one single family residence per lot.
C. Applicant shall comply with all of the plat and/or deed restrictions and requirements affecting the lot.
D. Permit fee shall be doubled for construction commencing or structures moved in prior to obtaining a permit.
E. Applicant/owner states that no structures exist on this tract of land. If found in violation, permit may be revoked.

[NOTICE]

SEPARATE PERMITS ARE REQUIRED FOR SEPTIC TANKS. THIS PERMIT BECOMES NULL AND VOID IF WORK OR CONSTRUCTION AUTHORIZED IS NOT COMMENCED WITHIN 6 MONTHS. OR IF CONSTRUCTION OR WORK IS SUSPENDED OR ABANDONED FOR A PERIOD OF ONE YEAR AT ANYTIME AFTER WORK IS COMMENCED.

I HEREBY CERTIFY THAT I HAVE READ AND EXAMINED THIS APPLICATION AND KNOW THE SAME TO BE TRUE AND CORRECT. ALL PROVISIONS OF LAWS AND REGULATIONS GOVERNING THIS TYPE OF WORK WILL BE COMPLIED WITH WHETHER SPECIFIED HEREIN OR NOT. THE GRANTING OF A PERMIT DOES NOT PRESUME TO GIVE AUTHORITY TO OR CANCEL THE PROVISIONS OF ANY OTHER STATE OR LOCAL LAW REGULATING CONSTRUCTION OR THE PERFORMANCE OF CONSTRUCTION.

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

Main Office
1304 South 25th Street
Edinburg, Texas 78542
956-318-2840
956-318-2844

Precinct No.1 Substation
1902 Joe Stephens Ave.
Weslaco, TX 78596
956-968-4734
956-973-7850

Precinct No.3 Substation
2401 N. Moorefield Rd.
Mission, TX 78572
956-205-7045
956-205-7049

Raul E. Sesin, P.E., CFM
Planning Administrator

Precinct 1 2 3 (4)

Application No: 4-10673

HIDALGO COUNTY
CERTIFICATE OF PLAT AND UTILITY STATUS
UNDER TEXAS LOCAL GOVT. CODE SECTION 232.028(b)

WE THE UNDERSIGNED CERTIFY AS FOLLOWS:

Upon the application of:

	Temporary Service	Final Service
Approved by Environmental Health:		
	Authorized Signature	**Authorized Signature**
Inspection/Permit No:		Sesin
Date Approved:	/ /	6/13/11

Name: Jesus Marin

Address: 15564 Milla Ln
Edinburg, TX 785

Phone: 313 73 02

Water Supplier: NAWSC

Utility Provider: [✓] M.V.E.C. [ ] AEP

Account/ESI No.: N/A

[ ] Temporary Pole [ ] Permanent Service

regarding the land described as:
LOT # 153 San. Carlos Gardens Un 2 ,

on _____, 20____, the Hidalgo County Commissioners Court, at a meeting duly called and noticed in accordance with the Texas Open Meetings Act, made the following determinations regarding plat and utility status of the land herein described pursuant to Texas Local Government Code Section 232,028(b):
Fill in **"yes"** or **"no"** in each blank

yes A plat has been prepared;

yes A plat has been reviewed and approved by the Commissioners Court; (Date approved 2-20-08);

yes water service facilities have been constructed or installed to service the subdivision under Local Government Code Section 232.023 and are fully operable; (verified by _____);

yes an organized sewage collection and treatment system is to be used, and under sewer service facilities have been constructed or installed to service the subdivision under Section 232.023 and are fully operable; (verified by _____);

no individual septic systems are to be used, and lots in the subdivision can be adequately and legally served by septic systems under Section 232.023; (verified by _____);

yes electrical and gas facilities, if available, have been constructed or installed to service the subdivision under Section 232.023. (verified by _____);

_____ _____ _____
Planning Department Authorized Signature **Hidalgo County Judge** **Date**

ATTEST: _____ _____
Hidalgo County Clerk **Date**

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

Main Office
1304 South 25th Street
Edinburg, Texas 78542
956-318-2840
956-318-2844

Precinct No.1 Substation
1902 Joe Stephens Ave.
Weslaco, TX 78596
956-968-4734
956-973-7850

Precinct No.3 Substation
2401 N. Moorefield Rd.
Mission, TX 78572
956-205-7045
956-205-7049

Raul E. Sesin, P.E., CFM
Planning Administrator

Precinct 1 2 3 (4)

Application No: ~~4-10673~~ 4-10673

REQUEST FOR HIDALGO COUNTY CERTIFICATE OF PLAT AND UTILITY STATUS UNDER TEXAS LOCAL GOVT. CODE SECTION 232.028(b)

In my status and for the land indicated below, which is located outside of any municipality, I request that the Hidalgo County Commissioners Court make the determinations regarding plat and utility status described in Texas Local Government Code § 232.028(b) and issue a certificate of such determinations:

PARTY MAKING REQUEST:

- **Name:** Jesus Marin
- **Address:** 15564 Milla 19.
- Edinburg. TX. 78542
- **Phone:** 313-78-02

IDENTIFICATION OF LAND (e.g., lot and block number of recorded subdivision, designation on plat, address, description in deed, etc.):

Lot # 153 San. Carlos Gardens No. 2

STATUS OF PERSON OR ENTITY MAKING REQUEST:

- ____ Subdivider
- ✓ Owner of lot in subdivision
- ____ Resident of lot in a subdivision
- ____ Entity that provides utility service

Jesus Marin — Requesting Party (Signature)

6-3-11 — Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

- ✓ Deed
- ____ Executory Contract
- ____ Lease
- ____ Rent Receipt
- ____ Affidavit
- ✓ Other (describe) Permit

This part to be filled out by receiving county official:

Location of land verified and completed request accepted by Hidalgo County for processing on:

06/14/2011 — **Date**

County Official

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

SPECIAL WARRANTY DEED WITH VENDOR'S LIEN

Date: May 12, 2011

Grantor: Benchmark Farms & Ranches, Inc. & Gibraltor National, LLC.
Grantor's Mailing Address (including county):
P.O. Box 720821
McAllen TX 78504 (Hidalgo County)

Grantee: Jesus M. Miranda **& Elvira Garcia**
Grantee's Mailing Address (including county):

15564 N. Mile 19
Edinburg, TX 78542
Hidalgo County
(956) 313-7302

Consideration: TEN AND NO/100 DOLLARS and other good and valuable consideration and the further consideration of a note of even date, that is in the principal amount of **$29,000.00** and is executed by Grantee, payable to the order of Grantor. It is secured by a vendor's lien retained in this deed and by a deed of trust of even date, from Grantee to DAVID CROOK, Trustee.

Property (including any improvements):
LOT # 153, SAN CARLOS GARDENS NO.2, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR SUBDIVISION PLAT THEREOF RECORDED IN VOLUME 55 PAGES 1 THROUGH 3, MAP RECORDS OF HIDALGO COUNTY, TEXAS.

Reservations From and Exceptions to Conveyance and Warranty:
SAVE & EXCEPT all oil, gas, and other minerals not previously reserved;
SUBJECT TO the prior reservations of all oil, gas, and other minerals;
SUBJECT TO easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded instruments, other than liens and conveyances, that affect the property; taxes for the current year, the payment of which Grantee assumes.

For Grantor and Grantor's successors, a reservation of an undivided interest in the oil, gas and other minerals that are in and under the property and that may be produced from it and a reservation of the right of ingress and egress at all times for mining, drilling, exploring, operating, and developing the property for oil, gas, and other minerals and for removing them from the property. If this interest is subject to an existing lease for oil, gas, and other minerals, Grantor is entitled to receive the royalties and other benefits that are associated with the interest and payable under the lease.

Grantor, for the consideration, receipt of which is acknowledged, and subject to the reservations from and exceptions to conveyance and warranty, grants, sells and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executor, administrators, successors or assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty, when the claim is by, through, or under Grantor, but not otherwise.

This conveyance is made subject to the restrictions, reservations and covenants for San Carlos Gardens No. 2 recorded as Document #1868727 in the Official Records of Hidalgo County, Texas.

The vendor's lien against and superior title to the property are retained until each note described is fully paid according to its terms, at which time this deed shall become absolute.

When the context requires, singular nouns and pronouns include the plural.

Paul Daniec, President
BENCHMARK FARMS & RANCHES, INC.

Richard Schumack, President
GIBRALTOR NATIONAL, LLC.

ACKNOWLEDGMENT

STATE OF TEXAS }{
COUNTY OF HIDALGO }{

This instrument was acknowledged before me on May 12, 2011 by Paul Daniec, President of Benchmark Farms & Ranches, Inc. and Richard Schumack, President of Gibraltor National, LLC.

Adriana Rodriguez
Notary Public, State of Texas

ADRIANA RODRIGUEZ
Notary Public, State of Texas
My Commission Expires
February 03, 2015

AFTER RECORDING RETURN TO:

Benchmark Farms & Ranches, Inc.
PO Box 720821
McAllen TX 78504

Chapter 232 Texas LGC Application

APPLICATION NO: 4-10673
May. 25, 2011

COUNTY OF HIDALGO
PLANNING DEPARTMENT
1304 S. 25th Ave EDINBURG TX 78539
TEL 318-2840 FAX 318-2844

S0530-02-000-0153-00

[1] OWNER: MARIN, JESUS
GARCIA, ELVIRA
15564 ML 19
EDINBURG, TX. 78541
Telephone No. 313-7653

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

[4] PURPOSE OF APPLICATION: MOBILE HOMES
44- MOBILE HOMES

[5] SIZE OF STRUCTURE: 952 Sq. Ft.

[6] USE OF BUILDING: RES. ZONE-AH

[7] LEGAL DESC./NAME OF SUBDIVISION
SAN CARLOS GARDENS NO.2
LOT #153

LOCATION: 0 ML 17 N. & 83RD

COPY

[8] SEWAGE: EXIST

[9] CONSTRUCTION TYPE: WOOD

[10] EST. COST OF CONST.: $3,400

[11] SPECIAL FLOOD HAZARD AREA: ✓ YES ____ NO

Special Conditions: No construction allowed over any easements.
MUST COMPLY W/ALL COUNTY SETBACKS & REGULATIONS
FRONT 50' REAR 35' SIDES 6'
MINIMUM ELEV. B.F.E. 77.00

Eli Vallegas — Prepared by — 5-25-11 Date

Efrain Ceballos — Approved by — 5-25-11 Date

X Jesus Marin M — Signature of Owner or Applicant — 5-25-11 Date

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER____
TOTAL AMOUNT **$30.00**

Light [X] Water [X]

Flood Zone: LO
Panel No. /Suffix: 0325 D Pct: 4

Community No.: 480334

Certification of Elevation Required: ✓ YES ____ NO ____ BFE

A. Setbacks front, side & rear shall be in any deed restrictions.
B. No more than one single family residence per lot.
C. Applicant shall comply with all of the plat and/or deed restrictions and requirements affecting the lot.
D. Permit fee shall be doubled for construction commencing or structures moved in prior to obtaining a permit.
E. Applicant/owner states that no structures exist on this tract of land. If found in violation, permit may be revoked.

[NOTICE]

SEPARATE PERMITS ARE REQUIRED FOR SEPTIC TANKS. THIS PERMIT BECOMES NULL AND VOID IF WORK OR CONSTRUCTION AUTHORIZED IS NOT COMMENCED WITHIN 6 MONTHS. OR IF CONSTRUCTION OR WORK IS SUSPENDED OR ABANDONED FOR A PERIOD OF ONE YEAR AT ANYTIME AFTER WORK IS COMMENCED.

I HEREBY CERTIFY THAT I HAVE READ AND EXAMINED THIS APPLICATION AND KNOW THE SAME TO BE TRUE AND CORRECT. ALL PROVISIONS OF LAWS AND REGULATIONS GOVERNING THIS TYPE OF WORK WILL BE COMPLIED WITH WHETHER SPECIFIED HEREIN OR NOT. THE GRANTING OF A PERMIT DOES NOT PRESUME TO GIVE AUTHORITY TO OR CANCEL THE PROVISIONS OF ANY OTHER STATE OR LOCAL LAW REGULATING CONSTRUCTION OR THE PERFORMANCE OF CONSTRUCTION.

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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956-968-4734
956-973-7850

Precinct No.3 Substation
2401 N. Moorefield Rd.
Mission, TX 78572
956-205-7045
956-205-7049

Raul E. Sesin, P.E., CFM
Planning Administrator

Precinct 1 2 3 (4)

Application No: 4-10744

HIDALGO COUNTY
CERTIFICATE OF PLAT AND UTILITY STATUS
UNDER TEXAS LOCAL GOVT. CODE SECTION 232.028(b)

WE THE UNDERSIGNED CERTIFY AS FOLLOWS:

Upon the application of:

Name: Emilio Tamez

Address: Box 8957 Alamo

TX 78516

Phone: (713) 296-9228

	Temporary Service	Final Service
Approved by Environmental Health:		
	Authorized Signature	Authorized Signature
Inspection/Permit No:		48610
Date Approved:	/ /	6/14/11

Water Supplier: N/A

Utility Provider: [X] M.V.E.C. [ ] AEP

Account/ESI No.: 201114-002

[ ] Temporary Pole [X] Permanent Service

regarding the land described as: Bally's Estates Lot #24,

on _____, 20____, the Hidalgo County Commissioners Court, at a meeting duly called and noticed in accordance with the Texas Open Meetings Act, made the following determinations regarding plat and utility status of the land herein described pursuant to Texas Local Government Code Section 232,028(b):

Fill in **"yes"** or **"no"** in each blank

yes A plat has been prepared;

yes A plat has been reviewed and approved by the Commissioners Court; (Date approved 1-705);

yes water service facilities have been constructed or installed to service the subdivision under Local Government Code Section 232.023 and are fully operable; (verified by Maria Cecilia);

no an organized sewage collection and treatment system is to be used, and under sewer service facilities have been constructed or installed to service the subdivision under Section 232.023 and are fully operable; (verified by Ruben Hernandez 6-14-11);

yes individual septic systems are to be used, and lots in the subdivision can be adequately and legally served by septic systems under Section 232.023; (verified by Ruben Hernandez 6-14-11);

yes electrical and gas facilities, if available, have been constructed or installed to service the subdivision under Section 232.023. (verified by Mario Cepeda);

Planning Department Authorized Signature

Hidalgo County Judge

Date

ATTEST: _____
Hidalgo County Clerk

Date

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

Main Office
1304 South 25th Street
Edinburg, Texas 78542
956-318-2840
956-318-2844

Precinct No.1 Substation
1902 Joe Stephens Ave.
Weslaco, TX 78596
956-968-4734
956-973-7850

Precinct No.3 Substation
2401 N. Moorefield Rd.
Mission, TX 78572
956-205-7045
956-205-7049

Raul E. Sesin, P.E., CFM
Planning Administrator

Precinct 1 2 3 (4)

Application No: 4-10744

REQUEST FOR HIDALGO COUNTY CERTIFICATE OF PLAT AND UTILITY STATUS UNDER TEXAS LOCAL GOVT. CODE SECTION 232.028(b)

In my status and for the land indicated below, which is located outside of any municipality, I request that the Hidalgo County Commissioners Court make the determinations regarding plat and utility status described in Texas Local Government Code § 232.028(b) and issue a certificate of such determinations:

PARTY MAKING REQUEST:

Name: Emilio Tamez

Address: P.O. Box 8957

Alamo TX 78516

Phone: (713) 296-9228

IDENTIFICATION OF LAND (e.g., lot and block number of recorded subdivision, designation on plat, address, description in deed, etc.):

Ballys Estates Lot - 24

STATUS OF PERSON OR ENTITY MAKING REQUEST:

- ✓ Subdivider
- ____ Owner of lot in subdivision
- ____ Resident of lot in a subdivision
- ____ Entity that provides utility service

X [signature] 6-13-2011

Requesting Party (Signature) Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

- ✓ Deed
- ____ Executory Contract
- ____ Lease
- ____ Rent Receipt
- ✓ Affidavit
- ✓ Other (describe) permit

This part to be filled out by receiving county official:

Location of land verified and completed request accepted by Hidalgo County for processing on:

06/14/11 [signature]

Date **County Official**

Recorded On-2009-Apr-03 As-1985855

(956) 383-6295 8308 JUBILEE

NOTICE OF CONFIDENTIALITY RIGHTS
IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER

RE: Lot Twenty-Four (24), Bally's Estates Subdivision, Hidalgo County, Texas, as per map or plat thereof recorded in Volume 47, Page 4, Map Records of Hidalgo County, Texas.

Special Warranty Deed with Vendor's Lien

1. Date: February 20, 2009

1985855

2. Grantor: Garco, Ltd., A Texas Limited Partnership

3. Grantor's Mailing Address: 3910 W. Freddy Gonzalez, Edinburg, Hidalgo County, Texas 78539

4. Grantee: EMILIO TAMEZ

5. Grantee's Mailing Address: P.O. Box 8957, Alamo, Hidalgo County, Texas 78516

6. Consideration: Ten and No/100THS ($10.00) Dollars and other good and valuable consideration, the receipt of which is hereby acknowledged, and the further consideration of the execution and delivery by Grantee of Grantee's one certain promissory note of even date herewith, in the principal sum of TWENTY THREE THOUSAND FOUR HUNDRED AND NO/100THS DOLLARS ($23,400.00) payable to the order of Grantor and bearing interest as therein provided; containing the usual clauses providing for acceleration of maturity and for attorney's fees, the payment of which note is secured by the vendor's lien herein retained, and is additionally secured by a Deed of Trust of even date herewith to David Crook, Trustee.

7. Property: Lot Twenty-Four (24), Bally's Estates Subdivision, Hidalgo County, Texas, as per map or plat thereof recorded in Volume 47, Page 4, Map Records of Hidalgo County, Texas;

8. Reservations from and Exceptions to Conveyance and Warranty: This conveyance is made by Grantor and accepted by Grantee subject to the following, only to the extent that same exist and affect the property, to-wit:

A. Any and all restrictions, reservations, rights, covenants, conditions, oil and gas and/or mineral reservations and leases thereof, and easements (including, but not limited to easements for utilities, irrigation lines, high pressure gas pipe lines and Irrigation District No. 1 drainage ditch), all of the foregoing and all items listed on Exhibit "A" attached hereto and made a part hereof for all purposes.

B. All zoning laws, regulations and ordinances of municipal and/or other governmental authorities, if any, relating to the property, or any part hereof.

C. Anything an on-the-ground A-1 survey would reveal.

D. The taxes for the year 2009 and subsequent years.

E. Save and Except Grantor reserves for himself and his heirs and assigns all oil, gas and other minerals in, on, under or that may be produced from the above described property, including but not limited to groundwater rights.

9. Condition of the Property: This Property is sold in its "As Is" condition as set out in Exhibit "B" hereto attached and made a part hereof for all purposes.

10. Prior Liens: Deed of Trust recorded under Document No. 1351963 , Official Records, Hidalgo County, Texas

11. Granting Clause: Grantor, for valuable consideration the receipt of which is hereby acknowledged, and subject to the reservations from, and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the

RE: Lot Twenty-Four (24), Bally's Estates Subdivision, Hidalgo County, Texas, as per map or plat thereof recorded in Volume 47, Page 4, Map Records of Hidalgo County, Texas.

Property, together with all and singular the rights and appurtenances thereto in any wise belonging (continue below):

12. Special Warranty of Title: To have and hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to warranty, when the claim is by, through or under Grantor, but not otherwise.

13. Vendor's Lien: The vendor's lien against and superior title to the Property are retained until the note described above is fully paid according to its terms, at which time this deed will become absolute.

14. Non-examination of Title: **NO TITLE EXAMINATION WAS REQUESTED IN CONNECTION WITH THE PREPARATION OF THIS DOCUMENT NOR WAS ANY MADE. THE PREPARER EXPRESSES NO OPINION AS TO THE TITLE TO THIS PROPERTY.**

15. Miscellaneous: When the context requires, singular nouns and pronouns include the plural.

16. Signature:

Garco, Ltd., A Texas Limited Partnership, acting by and through its General Partner, Garco Management L.L.C., a Texas Limited Liability Company

By: President
Richard A. Garza, President

The State of Texas

(Acknowledgment)

County of Hidalgo

This instrument was acknowledged before me on the 21st day of Feb, 2009, by Richard A. Garza, President of Garco Management L.L.C., a Texas Limited Liability Company, General Partner, on behalf of Garco, Ltd., A Texas Limited Partnership.

YOLANDA FLORES
Notary Public, State of Texas
My Commission Expires
July 31, 2012

Yolanda Flores
Notary Public, State of Texas
My Commission Expires: 7-31-2012

After Recording Return To: GARCO, LTD, 3910 W. Freddy Gonzalez, Edinburg, Texas 78539

Chapter 232 Texas LGC Application

APPLICATION NO: 4-10744
Jun. 13, 2011

COUNTY OF HIDALGO
PLANNING DEPARTMENT
1304 S. 25th Ave EDINBURG TX 78539
TEL 318-2840 FAX 318-2844

B0554-00-000-0024-00

[1] OWNER: TAMEZ EMILIO

P.O BOX 8957
ALAMO TX 78516
Telephone No.

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

[4] PURPOSE OF APPLICATION: MOBILE HOMES
44- MOBILE HOMES

[5] SIZE OF STRUCTURE: 728 Sq. Ft.

[6] USE OF BUILDING: RES MOBILE HOME.

[7] LEGAL DESC./NAME OF SUBDIVISION
BALL'Y ESTATES LOT#24

713-296-9228

LOCATION: 0

[8] SEWAGE: EXIST

[9] CONSTRUCTION TYPE: WOOD

[10] EST. COST OF CONST.: $3,000

[11] SPECIAL FLOOD HAZARD AREA: ✓ YES ____ NO

Special Conditions: No construction allowed over any easements.
MUST COMPLY WITH ALL COUNTY SETBACKS & REGULATIONS
FRONT:25' BACK:15' SIDE:6' SIDE:6'
18" CLINE OF ROAD FLOODZONE:C

Prepared by — Date: 6/13/11

EFRAIN CEBALLOS
Approved by — Date: 6-6-11

X
Signature of Owner or Applicant — Date: 6-13-2011

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER ____
TOTAL AMOUNT **$60.00**

Light [X] Water [X]

Flood Zone: MI
Panel No. /Suffix: 0425C Pct: 4
Community No.: 480334

Certification of Elevation
Required: ____ YES ____ NO ✓ BFE

A. Setbacks front, side & rear shall be in any deed restrictions.
B. No more than one single family residence per lot.
C. Applicant shall comply with all of the plat and/or deed restrictions and requirements affecting the lot.
D. Permit fee shall be doubled for construction commencing or structures moved in prior to obtaining a permit.
E. Applicant/owner states that no structures exist on this tract of land. If found in violation, permit may be revoked.

[NOTICE]

SEPARATE PERMITS ARE REQUIRED FOR SEPTIC TANKS. THIS PERMIT BECOMES NULL AND VOID IF WORK OR CONSTRUCTION AUTHORIZED IS NOT COMMENCED WITHIN 6 MONTHS. OR IF CONSTRUCTION OR WORK IS SUSPENDED OR ABANDONED FOR A PERIOD OF ONE YEAR AT ANYTIME AFTER WORK IS COMMENCED.

I HEREBY CERTIFY THAT I HAVE READ AND EXAMINED THIS APPLICATION AND KNOW THE SAME TO BE TRUE AND CORRECT. ALL PROVISIONS OF LAWS AND REGULATIONS GOVERNING THIS TYPE OF WORK WILL BE COMPLIED WITH WHETHER SPECIFIED HEREIN OR NOT. THE GRANTING OF A PERMIT DOES NOT PRESUME TO GIVE AUTHORITY TO OR CANCEL THE PROVISIONS OF ANY OTHER STATE OR LOCAL LAW REGULATING CONSTRUCTION OR THE PERFORMANCE OF CONSTRUCTION.

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

Main Office
1304 South 25th Street
Edinburg, Texas 78542
956-318-2840
956-318-2844

Precinct No.1 Substation
1902 Joe Stephens Ave.
Weslaco, TX 78596
956-968-4734
956-973-7850

Precinct No.3 Substation
2401 N. Moorefield Rd.
Mission, TX 78572
956-205-7045
956-205-7049

Raul E. Sesin, P.E., CFM
Planning Administrator

Precinct 1 2 3 (4)

Application No: 4-10527

HIDALGO COUNTY
CERTIFICATE OF PLAT AND UTILITY STATUS
UNDER TEXAS LOCAL GOVT. CODE SECTION 232.028(b)

WE THE UNDERSIGNED CERTIFY AS FOLLOWS:

Upon the application of: Affordable Homes of South Texas

c/o **Name:** Anna C. Flores

Address: P.O. Box 442
Pharr TX. 78577

Phone: 212-6488

	Temporary Service	Final Service
Approved by Environmental Health:	—	
	Authorized Signature	Authorized Signature
Inspection/Permit No:	—	Elect. Only
Date Approved:	/ /	06 / 10 / 11

Water Supplier: North Alamo Supply

Utility Provider: [✓] M.V.E.C. [ ] AEP

Account/ESI No.: 179068-002

[ ] Temporary Pole [✓] Permanent Service

regarding the land described as: Trenton Estates Lot #87,

on _____, 20____, the Hidalgo County Commissioners Court, at a meeting duly called and noticed in accordance with the Texas Open Meetings Act, made the following determinations regarding plat and utility status of the land herein described pursuant to Texas Local Government Code Section 232,028(b):

Fill in **"yes"** or **"no"** in each blank

yes A plat has been prepared;

yes A plat has been reviewed and approved by the Commissioners Court; (Date approved 6-11-08);

yes water service facilities have been constructed or installed to service the subdivision under Local Government Code Section 232.023 and are fully operable; (verified by Maria Cole);

YES an organized sewage collection and treatment system is to be used, and under sewer service facilities have been constructed or installed to service the subdivision under Section 232.023 and are fully operable; (verified by 6-10-11);

NO individual septic systems are to be used, and lots in the subdivision can be adequately and legally served by septic systems under Section 232.023; (verified by 6-10);

yes electrical and gas facilities, if available, have been constructed or installed to service the subdivision under Section 232.023. (verified by Maria Cole);

Maria Cole

Planning Department Authorized Signature | **Hidalgo County Judge** | **Date**

ATTEST: _____
Hidalgo County Clerk | **Date**

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

Main Office
1304 South 25th Street
Edinburg, Texas 78542
956-318-2840
956-318-2844

Precinct No.1 Substation
1902 Joe Stephens Ave.
Weslaco, TX 78596
956-968-4734
956-973-7850

Precinct No.3 Substation
2401 N. Moorefield Rd.
Mission, TX 78572
956-205-7045
956-205-7049

Raul E. Sesin, P.E., CFM
Planning Administrator

Precinct 1 2 3 (4)

Application No: 4-10527

REQUEST FOR HIDALGO COUNTY CERTIFICATE OF PLAT AND UTILITY STATUS UNDER TEXAS LOCAL GOVT. CODE SECTION 232.028(b)

In my status and for the land indicated below, which is located outside of any municipality, I request that the Hidalgo County Commissioners Court make the determinations regarding plat and utility status described in Texas Local Government Code § 232.028(b) and issue a certificate of such determinations:

PARTY MAKING REQUEST: Affordable Homes of South Texas

C/O Name: Anna C. Flores

Address: 4315 Wednesday

Edinburg TX. 78539

Phone: (956) 213-6988

IDENTIFICATION OF LAND (e.g., lot and block number of recorded subdivision, designation on plat, address, description in deed, etc.):

Trenton Estates Lot 87

STATUS OF PERSON OR ENTITY MAKING REQUEST:

____ Subdivider
__/_ Owner of lot in subdivision
____ Resident of lot in a subdivision
____ Entity that provides utility service

Affordable Homes of South Texas -

C/O [signature] Requesting Party (Signature)

6.9.11 Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

__/_ Deed
____ Executory Contract
____ Lease
____ Rent Receipt
____ Affidavit
__/_ Other (describe) Permit

This part to be filled out by receiving county official:

Location of land verified and completed request accepted by Hidalgo County for processing on:

06/14/11
Date

[signature]
County Official

CHARGE TO: VLTC
GF# 118005

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

WARRANTY DEED WITH VENDOR'S LIEN

Date: October 7, 2009

Grantor: TRENTON ESTATES, LLC, a Texas limited liability company

Grantor's Mailing Address:

109 E. Moore Rd.
San Juan, Texas 78597
Hidalgo County

Grantee: AFFORDABLE HOMES OF SOUTH TEXAS, INC., a Texas non-profit corporation

Grantee's Mailing Address:

1420 Erie
McAllen, Texas 78502
Hidalgo County

Consideration:

Cash and a note of even date executed by Grantee and payable to the order of LONE STAR NATIONAL BANK in the principal amount of ONE MILLION THREE HUNDRED FIFTY TWO THOUSAND TWO HUNDRED TWENTY TWO AND 00/100 DOLLARS ($1,352,222.00). The note is secured by a first and superior vendor's lien and superior title retained in this deed in favor of LONE STAR NATIONAL BANK and by a first-lien deed of trust of even date from Grantee to A. JABIER RODRIGUEZ, trustee.

Property (including any improvements):

All of TRENTON ESTATES, an Addition to the City of Edinburg, Hidalgo County, Texas, according to the map recorded in Volume 52, Pages 92-94, Map Records in the Office of the County Clerk of Hidalgo County, Texas, reference to which is here made for all purposes.

SAVE AND EXCEPT Lots 81 thru 85, inclusive; Lots 88 thru 92, inclusive; Lots 95 thru 99, inclusive; and Lots 102 thru 106, inclusive, previously conveyed by Trenton Estates, LLC, a Texas Limited Liability Company unto Affordable Homes of South Texas, Inc., a Texas non-profit organization, by instrument dated April 14, 2009, filed April 27, 2009 under Document Number 1992563, Official Records of Hidalgo County, Texas.

FURTHER SAVE AND EXCEPT Lot 5, previously conveyed by Trenton Estates, LLC, a Texas Limited Liability Company unto Ezequiel Bazan dba Cheke's Framing, by instrument dated August 13, 2009, filed August 20, 2009 under Document Number 2027394, Official Records of Hidalgo County, Texas.

Reservations from Conveyance:

None.

Exceptions to Conveyance and Warranty:

Restrictive covenants recorded in dated July 11, 2008, filed July 16, 2008 under Document Number 1910582 and amendment dated March 23, 2009, filed March 23, 2009 under Document Number 1982004, Official Records and Volume 52, Pages 92-94, Map Records of Hidalgo County, Texas.

Annual maintenance charge and/or current assessments as set forth in instrument dated March 23, 2009, filed March 23, 2009 under Document Number 1982004, Official Records, Hidalgo County, Texas.

Blanket easements, rules, regulations and rights in favor of Hidalgo County Irrigation District No. 2.

Minimum floor elevations, setback lines, easements and restrictions as shown on the map of Trenton Estates, recorded in Volume 52, Pages 92-94, Map Records of Hidalgo County, Texas.

Easements for roadways, canals, drainage ditches, etc. as shown by instrument dated March 1, 1911, recorded in Volume 19, Page 57, Deed Records of Hidalgo County, Texas.

Right of way easement in favor of North Alamo Water Supply Corporation as shown by instrument dated July 12, 2007, filed August 8, 2007 under Document Number 1792503, Official Records of Hidalgo County, Texas. (covers lots 1, and lots 41 thru 58, inclusive)

Water Service Agreement in favor of North Alamo Water Supply Corporation as shown by instrument dated July 7, 2009, filed July 7, 2009 under Document Number 2013724, Official Records of Hidalgo County, Texas.

Terms, stipulations and conditions contained in Oil, Gas and Mineral Lease executed by Oliver C. Aldrich, Jr., Individually and as Independent Executor of of the Estate of Anne K. Aldrich, deceased and as agent and attorney in fact for George M. Aldrich and Albert King Aldrich to Hankey Oil Company, dated November 18, 1981, recorded in Volume 409, Page 192, Oil and Gas Records of Hidalgo County, Texas.

Terms, stipulations and conditions contained in Oil, Gas and Mineral Leases in favor of Samson Lone Star Limited Partnership as shown by instruments dated February 3, 1998, filed March 19, 1998 under Document Number 663508; dated February 3, 1998, filed March 23, 1998 under Document Number 664192 and dated February 3, 1998, filed April 7, 1998 under Document Number 667842, all in the Official Records of Hidalgo County, Texas.

Terms, stipulations and conditions contained in Oil, Gas and Mineral Leases in favor of Midas Resources, Inc. as shown by instruments filed August 27, 2004 under Document Number 1375196; under Document Number 1375197 and under Document Number 1375198, all in the Official Records of Hidalgo County, Texas.

Mineral and/or royalty reservation contained in deed dated September 1, 2003, filed September 16, 2003 under Document Number 1244273, Official Records of Hidalgo County, Texas.

Visible and apparent easements on or across the property herein described.

Standby fees, taxes, and assessments by any taxing authority for the year 2009.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through, our under Grantor but not otherwise, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

The vendor's lien against and superior title to the Property are retained until each note described is fully paid according to its terms, at which time this deed will become absolute.

LONE STAR NATIONAL BANK, at Grantee's request, has paid in cash to Grantor that portion of the purchase price of the Property that is evidenced by the note. The first and superior vendor's lien against and superior title to the Property are retained for the benefit of LONE STAR NATIONAL BANK and are transferred to LONE STAR NATIONAL BANK without recourse against Grantor.

When the context requires, singular nouns and pronouns include the plural.

TRENTON ESTATES, LLC, a Texas limited liability

By: _____
MIGUEL LUNA
Its: President

STATE OF TEXAS)

COUNTY OF HIDALGO)

This instrument was acknowledged before me on October 13, 2009, by MIGUEL LUNA, President of TRENTON ESTATES, LLC, a Texas limited liability company.

RICHARD A. CANTU
MY COMMISSION EXPIRES
February 24, 2012

_____
Notary Public, State of Texas

Chapter 232 Texas LGC Application

APPLICATION NO:
4-10527
Apr. 26, 2011

COUNTY OF HIDALGO
PLANNING DEPARTMENT
1304 S. 25th Ave EDINBURG TX 78539
TEL 318-2840 FAX 318-2844

T6838-00-000-0087-00

[1] OWNER: AFFORDABLE HOMES

1420 ERIE AVE
MCALLEN TX, 78501
Telephone No. 687-6263

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

[4] PURPOSE OF APPLICATION: NEW RESIDENCE
01- RESIDENTIAL NEW SINGLE DWELLING
[5] SIZE OF STRUCTURE: 1,575 Sq. Ft.

[6] USE OF BUILDING: RESIDENTIAL B-01

[7] LEGAL DESC./NAME OF SUBDIVISION
TRENTON ESTATES LOT 87

LOCATION: 0 WEDNSDAY ST

[8] SEWAGE:

[9] CONSTRUCTION TYPE: BRIC

[10] EST. COST OF CONST.: $52,000

[11] SPECIAL FLOOD HAZARD AREA: _____YES
_____NO

Special Conditions: No construction allowed over any easements.
MUST COMPLY WITH ALL COUNTY SETBACKS & REGULATIONS
FRONT 20' CORNERSIDE 10' SIDE 6' REAR 20'
18" TOP OF ROAD

Prepared by

4-26-11
Date

Approved by

4-26-11
Date

Tony Fernandez
Signature of Owner or Applicant

4-26-11
Date

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER_____
TOTAL AMOUNT **$30.00**

Light [X] Water [X]

Flood Zone: NO B-01
Panel No. /Suffix:_____ Pct: 0

Community No.: 480334 0425C

Certification of Elevation
Required: _____ YES ✓ NO _____ BFE

A. Setbacks front, side & rear shall be in any deed restrictions.
B. No more than one single family residence per lot.
C. Applicant shall comply with all of the plat and/or deed restrictions and requirements affecting the lot.
D. Permit fee shall be doubled for construction commencing or structures moved in prior to obtaining a permit.
E. Applicant/owner states that no structures exist on this tract of land. If found in violation, permit may be revoked.

[NOTICE]

ATE PERMITS ARE REQUIRED FOR SEPTIC TANKS. THIS PERMIT BECOMES NULL AND VOID IF WORK OR RUCTION AUTHORIZED IS NOT COMMENCED WITHIN 6 MONTHS. OR IF CONSTRUCTION OR WORK IS ED OR ABANDONED FOR A PERIOD OF ONE YEAR AT ANYTIME AFTER WORK IS COMMENCED.

CERTIFY THAT I HAVE READ AND EXAMINED THIS APPLICATION AND KNOW THE SAME TO BE TRUE AND ALL PROVISIONS OF LAWS AND REGULATIONS GOVERNING THIS TYPE OF WORK WILL BE COMPLIED THER SPECIFIED HEREIN OR NOT. THE GRANTING OF A PERMIT DOES NOT PRESUME TO GIVE TO OR CANCEL THE PROVISIONS OF ANY OTHER STATE OR LOCAL LAW REGULATING CONSTRUCTION ORMANCE OF CONSTRUCTION.

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

Main Office
1304 South 25th Street
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956-318-2840
956-318-2844

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956-973-7850

Precinct No.3 Substation
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Mission, TX 78572
956-205-7045
956-205-7049

Raul E. Sesin, P.E., CFM
Planning Administrator

Precinct 1 2 3 (4)

Application No: 4-1045

HIDALGO COUNTY
CERTIFICATE OF PLAT AND UTILITY STATUS
UNDER TEXAS LOCAL GOVT. CODE SECTION 232.028(b)

WE THE UNDERSIGNED CERTIFY AS FOLLOWS:

Upon the application of:

	Temporary Service	Final Service
Approved by Environmental Health:	—	
	Authorized Signature	Authorized Signature
Inspection/Permit No:	—	49318
Date Approved:	/ /	6/15/11

Name: Grabiela Lopez

Address: 1823 Adam Lee Dr. Edinburg Texas 78541

Phone: 956-393-0657

Water Supplier: City of Edinburg

Utility Provider: [ ]M.V.E.C. [ ] AEP

Account/ESI No.: N/A

[ ] Temporary Pole [ ] Permanent Service

regarding the land described as: Adam Lee Lot 14 ,

on _____, 20____, the Hidalgo County Commissioners Court, at a meeting duly called and noticed in accordance with the Texas Open Meetings Act, made the following determinations regarding plat and utility status of the land herein described pursuant to Texas Local Government Code Section 232,028(b):

Fill in **"yes"** or **"no"** in each blank

yes A plat has been prepared;

yes A plat has been reviewed and approved by the Commissioners Court; (Date approved 12-14-81);

___ water service facilities have been constructed or installed to service the subdivision under Local Government Code Section 232.023 and are fully operable; (verified by Meron Cerda);

no an organized sewage collection and treatment system is to be used, and under sewer service facilities have been constructed or installed to service the subdivision under Section 232.023 and are fully operable; (verified by 6-15-11);

yes individual septic systems are to be used, and lots in the subdivision can be adequately and legally served by septic systems under Section 232.023; (verified by 6-15-11);

yes electrical and gas facilities, if available, have been constructed or installed to service the subdivision under Section 232.023. (verified by Meron Cerda);

Planning Department Authorized Signature | **Hidalgo County Judge** | **Date**

ATTEST: _____ **Hidalgo County Clerk** | **Date**

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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956-205-7045
956-205-7049

Raul E. Sesin, P.E., CFM
Planning Administrator

Precinct 1 2 3 4

Application No: 4-10745

REQUEST FOR HIDALGO COUNTY CERTIFICATE OF PLAT AND UTILITY STATUS UNDER TEXAS LOCAL GOVT. CODE SECTION 232.028(b)

In my status and for the land indicated below, which is located outside of any municipality, I request that the Hidalgo County Commissioners Court make the determinations regarding plat and utility status described in Texas Local Government Code § 232.028(b) and issue a certificate of such determinations:

PARTY MAKING REQUEST:

Name: Arabiela Lopez

Address: 1823 Adam Lee
Edinburg TX 78541

Phone: 956-393-0657

IDENTIFICATION OF LAND (e.g., lot and block number of recorded subdivision, designation on plat, address, description in deed, etc.): Adam Lee lot 14

STATUS OF PERSON OR ENTITY MAKING REQUEST:

- ✓ Subdivider
- ✓ Owner of lot in subdivision
- ____ Resident of lot in a subdivision
- ____ Entity that provides utility service

X Arabiela Lopez. 6-15-11
Requesting Party (Signature) Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

- ✓ Deed
- ____ Executory Contract
- ____ Lease
- ____ Rent Receipt
- ✓ Affidavit
- ✓ Other (describe) permit

This part to be filled out by receiving county official:

Location of land verified and completed request accepted by Hidalgo County for processing on:

06/15/11
Date

County Official

SPECIAL WARRANTY DEED WITH VENDOR'S LIEN

March 22, 2010

Grantor: Hi Starr Investments, LLC, a Texas Limited Liability Company
Grantor's Mailing Address:
P.O. Box 959
Edinburg, Texas 78540



Grantee: Edgar Lopez and Gabriela Lopez

Grantee's Mailing Address (including county):
1322 Village Dr.
Edinburg, Texas 78541
Hidalgo County, Texas

Consideration: Ten Dollars and other valuable consideration paid by Grantee to Grantor, the receipt of which is hereby acknowledged, and the further consideration of a note of even date that is in the principal amount of Twenty Thousand Five Hundred Dollars and No Cents ($20,500.00), and is executed by Grantee, payable to the order of Grantor (the "Purchase Note"). The Purchase Note is secured by a vendor's lien retained in this deed and by a deed of trust of even date to Carroll Whiteford, Trustee.

Property (including any improvements):

Lot(s) 14, Adam Lee Subdivision, Hidalgo County, Texas, According to the Map or Plat Thereof, Recorded in Volume 22, Page 41, Map Records Hidalgo County, Texas

Reservations from and Exceptions to Conveyance and Warranty:

1. Visible and apparent easements on or across the subject property;
2. Rights of parties in possession;
3. Easements, rights-of-way, and prescriptive rights, whether of record or not;
4. All recorded restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and other instruments, other than liens and conveyances, that affect the property;
5. Rights of adjoining owners in any walls and fences situated on a common boundary;
6. Any discrepancies, conflicts, or shortages an area or boundary lines;
7. Any encroachments or overlapping of improvements;
8. All rights, obligations, and other matters emanating from and existing by reason of the creation, establishment, maintenance, and operation of any Water Improvement District, Irrigation District, or other applicable governmental district, agency, or authority;
9. Taxes for the current year and subsequent years, and subsequent assessments for prior years due to change in land usage or ownership;
10. The prior reservation or conveyance of all oil, gas, and other minerals previously reserved or conveyed by any parties having the right to do so;
11. Subdivision Restrictions filed for record in the Office of the County Clerk of Hidalgo County, Texas affecting the subject property.

SAVE AND EXCEPT, and there is hereby reserved unto Grantor, Grantor's successors and assigns, all oil, gas, and other minerals in, on, or under, or that may be produced from the Property, together with the right of ingress and egress at all times for the purpose of mining, drilling, exploring, operating, and developing said Property for oil, gas, and/or other minerals and removing the same therefrom.

SAVE AND EXCEPT, and there is hereby reserved unto Grantor, Grantor's successors and assigns, (to the fullest extent permitted by law) all water rights and rights to water (whether riparian, appropriative or otherwise) presently appended or annexed to said property.

If the Property is subject to an existing Lease for oil and gas, or oil, gas and other minerals, Grantor is entitled to receive the royalties and other benefits that are associated with the Property and payable under the Lease.

Grantor, for the consideration and subject to the reservations from, and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to warranty, when the claim is by, through, or under Grantor, but not otherwise.

By the acceptance of this Deed, Grantee is taking the Property "as is", "where is" and "with all faults", and without any representations or warranties whatsoever, express or implied, written or oral, it being the intention of Grantor and Grantee to expressly negate and exclude all representations and warranties, including, but not limited to (i) the physical condition of the property or any element thereof, including, without limitation, warranties related to suitability for habitation, merchantability or fitness for a particular purpose; (ii) the nature or quality of construction, structural design and engineering of any improvements; (iii) the quality of the labor and materials included in any improvements; (iv) the soil conditions; drainage or other conditions existing at the property with respect to any particular purpose, developmental potential or otherwise; (v) all warranties created by any affirmation of fact or promise or by any description of the property; and (vi) all other warranties and representations whatsoever, except the warranty of title expressly set forth herein.

The vendor's lien against and superior title to the property are retained until the Purchase Note is fully paid according to its terms, at which time this deed shall become absolute.

When the context requires, singular nouns and pronouns include the plural.

Hi Starr Investments, LLC, a Texas Limited Liability Company

BY: _____
Kyle D. Ruppert, Manager

(Acknowledgment)

State of Texas
County of Hidalgo

This instrument was acknowledged before me on the 22 day of March, 2010, by Kyle D. Ruppert, Manager of Hi Starr Investments, LLC, a Texas Limited Liability Company on behalf of said Texas Limited Liability Company.

IRMA MORENO
Notary Public, State of Texas
My Commission Expires
August 08, 2012

_____
Notary Public, State of Texas

AFTER RECORDING RETURN TO:

Hi Starr Investments, LLC
P.O. Box 959
Edinburg, Texas 78540

Software by ReMerge-It.com
(956) 630-9401
www.ReMerge-It.com

Chapter 232 Texas LGC Application

APPLICATION NO:
4-10745
Jun. 14, 2011

COUNTY OF HIDALGO
PLANNING DEPARTMENT
1304 S. 25th Ave EDINBURG TX 78539
TEL 318-2840 FAX 318-2844

A0650-00-000-0014-00

[1] OWNER: LOPEZ, EDGAR & GABRIELA

1322 VILLAGE DR.
EDINBURG, TX. 78541
Telephone No. 321-0122

[2] CONTRACTOR: SELF

[3] WATER-SYSTEM: N AL

[4] PURPOSE OF APPLICATION: MOBILE HOMES
44- MOBILE HOMES

[5] SIZE OF STRUCTURE: 448 Sq. Ft.

[6] USE OF BUILDING: RESIDENTIAL X-44

[7] LEGAL DESC./NAME OF SUBDIVISION
ADAM LEE LOT 14
APPROVED 6/14/11
06/07/11 BACK FROM FLOOD PLAIN

LOCATION: 0

[8] SEWAGE: EXIST

[9] CONSTRUCTION TYPE: META

[10] EST. COST OF CONST.: $3,000

[11] SPECIAL FLOOD HAZARD AREA: _____YES
_____ NO

Special Conditions: No construction allowed over any easements.
MUST COMPLY WITH ALL COUNTY SETBACKS & REGULATION
FRONT 25' REAR 15' SIDES 6' 18" TOP OF CURB

Edgar Isidro — Prepared by — 6-14-11 — Date

Rudy Rios. — Approved by — 6-9-11 — Date

Arabila Lopez — Signature of Owner or Applicant — 6-14-11 — Date

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER_____
TOTAL AMOUNT **$60.00**

Light [X] Water [X]

Flood Zone: NO
Panel No. /Suffix: X-44 Pct: 3

Community No.: 480338 0325 D

Certification of Elevation
Required: _____YES ✓ NO _____BFE

A. Setbacks front, side & rear shall be in any deed restrictions.
B. No more than one single family residence per lot.
C. Applicant shall comply with all of the plat and/or deed restrictions and requirements affecting the lot.
D. Permit fee shall be doubled for construction commencing or structures moved in prior to obtaining a permit.
E. Applicant/owner states that no structures exist on this tract of land. If found in violation, permit may be revoked.

[NOTICE]

SEPARATE PERMITS ARE REQUIRED FOR SEPTIC TANKS. THIS PERMIT BECOMES NULL AND VOID IF WORK OR CONSTRUCTION AUTHORIZED IS NOT COMMENCED WITHIN 6 MONTHS. OR IF CONSTRUCTION OR WORK IS SUSPENDED OR ABANDONED FOR A PERIOD OF ONE YEAR AT ANYTIME AFTER WORK IS COMMENCED.

I HEREBY CERTIFY THAT I HAVE READ AND EXAMINED THIS APPLICATION AND KNOW THE SAME TO BE TRUE AND CORRECT. ALL PROVISIONS OF LAWS AND REGULATIONS GOVERNING THIS TYPE OF WORK WILL BE COMPLIED WITH WHETHER SPECIFIED HEREIN OR NOT. THE GRANTING OF A PERMIT DOES NOT PRESUME TO GIVE AUTHORITY TO OR CANCEL THE PROVISIONS OF ANY OTHER STATE OR LOCAL LAW REGULATING CONSTRUCTION OR THE PERFORMANCE OF CONSTRUCTION.

	WATER SERVICE AVAILABILITY	
	APPLICANT	APPLICATION NO.
1.	Jessica Gonzalez C/O irma Castillo	1-7510
2.	Rosalinda Contreras	1-7958
3.	Rene R. Mendoza	3-11160
4.	Maricela Garcia	4-10690
	COMM. COURT: June 21, 2011	

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

Main Office
1304 South 25th Street
Edinburg, Texas 78542
956-318-2840
956-318-2844

Precinct No.1 Substation
1902 Joe Stephens Ave.
Weslaco, TX 78596
956-968-4734
956-973-7850

Precinct No.3 Substation
2401 N. Moorefield Rd.
Mission, TX 78572
956-205-7045
956-205-7049

Raul E. Sesin, P.E., CFM
Planning Administrator

Precinct (1) 2 3 4

Application No: I-7510
V-744

HIDALGO COUNTY
CERTIFICATE OF WATER SERVICE AVAILABILITY
UNDER TEXAS LOCAL GOVT. CODE SECTION 232.029(c)(2)

Approved by Environmental Health:	Temporary Service	Final Service
	Authorized Signature	Authorized Signature
Inspection/Permit No:		1063
Date Approved:	/ /	6/14/2011

Upon the application of:

Name: Jessica Gonzalez c/o Irma Castillo

Address: P.O. Box 775 Edcouch, TX. 78538

Phone: 393-8781

Water Supplier: N/A

Utility Provider: [✓] M.V.E.C. [ ] AEP

Account/ESI No.: 255029-001

[ ] Temporary Pole [✓] Permanent Service mobile home

who is the person requesting utility service to subdivided land ("land") described as follows:

West Tract Blk. 4 Lot 7.

[Insert the lot and block number in recorded subdivision, address, or description in deed, etc]

and who has submitted to the court an affidavit as required by Local Govt. Code Sec. 232.029 (f), on _____, 20___, the Hidalgo Count Commissioners Court approved the issuance of this certificate stating as follows (strike through the statement that does not apply)

The land was not subdivided after September 1, 1995, and water service is available within 750 feet of the land.

-OR-

The land was not subdivided after September 1, 1995, and water service is available more than 750 feet from the subdivided land and the extension of water service to the land may be feasible, subject to a final determination by the water service provider.

Planning Department Authorized Signature | **Hidalgo County Judge** | **Date**

ATTEST: _____ **Hidalgo County Clerk** | **Date**

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

Main Office
1304 South 25th Street
Edinburg, Texas 78542
956-318-2840
956-318-2844

Precinct No.1 Substation
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Weslaco, TX 78596
956-968-4734
956-973-7850

Precinct No.3 Substation
2401 N. Moorefield Rd.
Mission, TX 78572
956-205-7045
956-205-7049

Raul E. Sesin, P.E., CFM
Planning Administrator

Precinct 1 2 3 4

Application No: 1-7510
X-44

AFFIDAVIT
TO APPLY TO THE COUNTY OF HIDALGO
FOR CERTIFICATE OF WATER SERVICE AVAILABILITY
UNDER TEXAS LOCAL GOVT. CODE SECTION 232.029(c)(2)

[*Note: To be eligible, the land must not have been subdivided after September 1, 1995.*]

THE STATE OF TEXAS §
COUNTY OF HIDALGO §

BEFORE ME, the undersigned authority, on this day personally appeared

Jessica Gonzalez ,

Known to me [*or* proved to me in the oath of — ***or* through** TX Drivers License **(*description of federal or state government ID card with photograph and signature*)], who swore on oath that the following two statements are true:**

TDL 15878920

1. **"I am requesting utility service to the following described land:**

West Tract Blk 462 ."

[Insert the lot and block number in recorded subdivision, address, or description in deed, etc]

2. **"The land described above has been sold or conveyed to me."**

AND [*strike through the statement below that does not apply*]

3A. "The land was not sold or conveyed to me by the Subdivider or the subdivider's agent after September 1, 1995."

-OR-

3B. "The land was on August 31, 1999, located in the extraterritorial jurisdiction of a municipality as determined by Local Govt. Code Chapter 42, and the land was not sold or conveyed to me by the Subdivider or the subdivider's agent after September 1, 1999."

Jessica Gonzalez **(Signature)**

SUBSCRIBED AND SWORN TO before me on June 14 **, 20**11 **, to certify which, witnesses my hand and seal of office.**

MICHELLE L. SANCHEZ
Notary Public, State of Texas
My Commission Expires
SEPT. 12, 2011

Michelle L. Sanchez
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

CHG: LAW OFC OF LAUDERDALE & TIPPIT
GF #19672/SLTC/TP

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

File No. 09-57
GF No. 19672

1992561

GENERAL WARRANTY DEED

Date: **April 15, 2009**

Grantor: **MINERVA OCHOA VILLANUEVA and husband, JOEL VILLANUEVA, signing in a pro forma basis only**

Grantor's Address: **6827 Vista Bonita Dr., Edinburg, Hidalgo County, Texas 78541**

Grantee: **JESSICA GONZALEZ, a single woman**

Grantee's Address: **P. O. Box 1082, Edcouch, Hidalgo County, Texas 78538**

Consideration: **TEN AND NO/100THS DOLLARS ($10.00) and other good and valuable consideration.**

Property (including any improvements):

A tract of land out of the West 10 acres of Farm Tract 462, WEST TRACT SUBDIVISION, Hidalgo County, Texas, according to the map or plat thereof recorded in Volume 2, Page 34, Map Records of Hidalgo County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING at a point in the West line of said Farm Tract 462 located 161 feet South of its Northwest corner for the Northwest corner of the tract herein conveyed;

THENCE, South along and with the West line of said Farm Tract 462 a distance of 161 feet;

THENCE, East a distance of 140 feet;

THENCE, North a distance of 117.7 feet;

THENCE, Northwesterly along the arc of a curve to the right of a circle having a diameter of 100 feet a distance of 52.36 feet;

THENCE, West, a distance of 115 feet to the PLACE OF BEGINNING, Containing 0.5 acres, more or less, said land being also described as Lot 7 of a prepared but as yet unrecorded plat of West Gate acres.

When the context requires, singular nouns and pronouns include the plural.

Minerva Ochoa Villanueva
MINERVA OCHOA VILLANUEVA

Joel Villanueva
JOEL VILLANUEVA

STATE OF **TEXAS** *
*
COUNTY OF **HIDALGO** *

(Acknowledgment)

This instrument was acknowledged before me on this the 17 day of **APRIL, 2009,** by **MINERVA OCHOA VILLANUEVA.**

SARA L. TIPPIT
Notary Public
STATE OF TEXAS
My Comm. Exp. 06-02-2010

Sara L Tippit
NOTARY PUBLIC, STATE OF TEXAS

STATE OF **TEXAS** *
*
COUNTY OF **HIDALGO** *

(Acknowledgment)

This instrument was acknowledged before me on this the 17 day of **APRIL, 2009,** by **JOEL VILLANUEVA.**

SARA L. TIPPIT
Notary Public
STATE OF TEXAS
My Comm. Exp. 06-02-2010

Sara L Tippit
NOTARY PUBLIC, STATE OF TEXAS

AFTER RECORDING,
RETURN TO:

SARA L. TIPPIT
611 International Ave.
Weslaco, Texas 78596

PREPARED IN THE
LAW OFFICE OF:

SAME

Chapter 232 Texas LGC Application

APPLICATION NO:
1-7510
Oct. 19, 2010

COUNTY OF HIDALGO
PLANNING DEPARTMENT
1902 JOE STEPHENS WESLACO TX 78596
TEL 968-4724 FAX 447-8612

W3800-00-462-0000-10

[1] OWNER: GONZALEZ, JESSICA

P.O. BOX 1082
EDCOUCH TX, 78538
Telephone No. 472-4330

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: LA J

[4] PURPOSE OF APPLICATION: MOBILE HOMES
44-MOBILE HOMES

[5] SIZE OF STRUCTURE: 1,200 Sq. Ft.

[6] USE OF BUILDING: RES ZONE X

[7] LEGAL DESC./NAME OF SUBDIVISION
WEST TRACT LT 462-W 330' A/K/A
WEST GATE ACRES LT 7

LOCATION: 0 MILE 6 & MILE 15

[8] SEWAGE: INSTA

[9] CONSTRUCTION TYPE: META

[10] EST. COST OF CONST.: $25,000

[11] SPECIAL FLOOD HAZARD AREA: ____YES ✓ NO

Special Conditions: No construction allowed over any easements.
MUST COMPLY W/ALL OCUNTY SETBACKS & REGULAIOTNS.
FRONT 25' REAR 15' SIDE'S 6' FINISH FLOOR OF ELEV.
18" ABOVE TOPOF CURB.

Angie Chay — Prepared by — 10/19/10 — Date

Rodolfo Hinojosa — Approved by — 10/14/10 — Date

Signature of Owner or Applicant — 10-19-10 — Date

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER 30
TOTAL AMOUNT **$30.00**

Light [X] Water [X]

Flood Zone: NO
Panel No. /Suffix: 0450C Pct: 0
Community No.: 480334

Certification of Elevation
Required: ____ YES ✓ NO ____ BFE

A. Setbacks front, side & rear shall be in any deed restrictions.
B. No more than one single family residence per lot.
C. Applicant shall comply with all of the plat and/or deed restrictions and requirements affecting the lot.
D. Permit fee shall be doubled for construction commencing or structures moved in prior to obtaining a permit.
E. Applicant/owner states that no structures exist on this tract of land. If found in violation, permit may be revoked.

[NOTICE]

SEPARATE PERMITS ARE REQUIRED FOR SEPTIC TANKS. THIS PERMIT BECOMES NULL AND VOID IF WORK OR CONSTRUCTION AUTHORIZED IS NOT COMMENCED WITHIN 6 MONTHS. OR IF CONSTRUCTION OR WORK IS SUSPENDED OR ABANDONED FOR A PERIOD OF ONE YEAR AT ANYTIME AFTER WORK IS COMMENCED.

I HEREBY CERTIFY THAT I HAVE READ AND EXAMINED THIS APPLICATION AND KNOW THE SAME TO BE TRUE AND CORRECT. ALL PROVISIONS OF LAWS AND REGULATIONS GOVERNING THIS TYPE OF WORK WILL BE COMPLIED WITH WHETHER SPECIFIED HEREIN OR NOT. THE GRANTING OF A PERMIT DOES NOT PRESUME TO GIVE AUTHORITY TO OR CANCEL THE PROVISIONS OF ANY OTHER STATE OR LOCAL LAW REGULATING CONSTRUCTION OR THE PERFORMANCE OF CONSTRUCTION.

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

Main Office
1304 South 25th Street
Edinburg, Texas 78542
956-318-2840
956-318-2844

Precinct No.1 Substation
1902 Joe Stephens Ave.
Weslaco, TX 78596
956-968-4734
956-973-7850

Precinct No.3 Substation
2401 N. Moorefield Rd.
Mission, TX 78572
956-205-7045
956-205-7049

Raul E. Sesin, P.E., CFM
Planning Administrator

Precinct (1) 2 3 4

Application No: 1-7958
AE-44

HIDALGO COUNTY
CERTIFICATE OF WATER SERVICE AVAILABILITY
UNDER TEXAS LOCAL GOVT. CODE SECTION 232.029(c)(2)

Approved by Environmental Health:	Temporary Service	Final Service
	N/A Authorized Signature	N/A Authorized Signature
Inspection/Permit No:		
Date Approved:	/ /	/ /

Upon the application of:

Name: Rosalinda Contreras

Address: PO Box 763
La Blanca
Tx. 78558

Phone: 313-7056

Water Supplier: North Alamo water supply

Utility Provider: [ ] M.V.E.C. [ ] AEP

Account/ESI No.: N/A

[ ] Temporary Pole [ ] Permanent Service

who is the person requesting utility service to subdivided land ("land") described as follows:

La Blanca "B" Blk 98

[Insert the lot and block number in recorded subdivision, address, or description in deed, etc]

and who has submitted to the court an affidavit as required by Local Govt. Code Sec. 232.029 (f), on _____, 20____, the Hidalgo County Commissioners Court approved the issuance of this certificate stating as follows (strike through the statement that does not apply)

~~The land was not subdivided after September 1, 1995, and water service is available within 750 feet of the land.~~

-OR-

The land was not subdivided after September 1, 1995, and water service is available more than 750 feet from the subdivided land and the extension of water service to the land may be feasible, subject to a final determination by the water service provider.

Planning Department Authorized Signature _____ Hidalgo County Judge _____ Date _____

ATTEST: _____ Hidalgo County Clerk _____ Date _____

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

Main Office
1304 South 25th Street
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956-205-7045
956-205-7049

Raul E. Sesin, P.E., CFM
Planning Administrator

Precinct 1 2 3 4

Application No: 1-7958
AE-44

AFFIDAVIT
TO APPLY TO THE COUNTY OF HIDALGO
FOR CERTIFICATE OF WATER SERVICE AVAILABILITY
UNDER TEXAS LOCAL GOVT. CODE SECTION 232.029(c)(2)

[*Note: To be eligible, the land must not have been subdivided after September 1, 1995.*]

THE STATE OF TEXAS §
COUNTY OF HIDALGO §

BEFORE ME, the undersigned authority, on this day personally appeared

~~M~~Rosalinda Contreras ,

Known to me [*or* proved to me in the oath of 09964691 *or* through drivers license (*description of federal or state government ID card with photograph and signature*)], who swore on oath that the following two statements are true:

1. "I am requesting utility service to the following described land:

W. 50 feet of the East 150 feet of the south 10.43 Acres of block 198

[Insert the lot and block number in recorded subdivision, address, or description in deed, etc]

2. "The land described above has been sold or conveyed to me."

AND [*strike through the statement below that does not apply*]

3A. "The land was not sold or conveyed to me by the Subdivider or the subdivider's agent after September 1, 1995."

-OR-

3B. "The land was on August 31, 1999, located in the extraterritorial jurisdiction of a municipality as determined by Local Govt. Code Chapter 42; and the land was not sold or conveyed to me by the Subdivider or the subdivider's agent after September 1, 1999."

Rosalinda Contreras (Signature)

SUBSCRIBED AND SWORN TO before me on June 8, 20 11, to certify which, witnesses my hand and seal of office.

SANDRA GARCIA
MY COMMISSION EXPIRES
January 27, 2013

NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

1807873

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE.

GIFT DEED

Date: **August 23, 2007**

Grantor: **Pedro Moreno and wife, Maria Moreno, Pro Forma**

Grantor's Mailing Address: **706 N. 23rd Street**
Rogers, Arkansas 72756
Benton County, Arkansas

Grantee: **Rosalinda Moreno also known as Rosalinda Contreras**

Grantee's Mailing Address: **P. O. Box 763**
La Blanca, Texas 78558-0763
Hidalgo County, Texas

Consideration: **For the love and affection Grantors have and bear unto Rosalinda Moreno also known as Rosalinda Contreras**

Property (including any improvements):

All of our right, title and interest in and to:

TRACT 1:

The West 50 feet of the East 850 feet of the South 10.43 acres, more or less, of Block 198 of the Subdivision "B" of the La Blanca Tract, Hidalgo County, Texas, as described in Volume 1505, Page 651, Official Records of Hidalgo County, Texas.

TRACT 2:

The West 50 feet of the East 750 feet of the South 10.43 acres, more or less, of Block 198 of the Subdivision "B" of the La Blanca Tract, Hidalgo County, Texas, as described in Volume 1321, Page 148, Official Records of Hidalgo County, Texas.

Pedro Moreno
PEDRO MORENO

Maria F. Moreno
MARIA MORENO, PRO FORMA

(Acknowledgments)

STATE OF ARKANSAS §
§
COUNTY OF Benton §

This instrument was acknowledged before me on the 7th day of September, 2007, by **Pedro Moreno**.

Notary Public, State of Arkansas

ANA M. BONILLA
Benton County
Notary Public - Arkansas
My Commission Expires Aug 11, 2013

STATE OF ARKANSAS §
§
COUNTY OF Benton §

This instrument was acknowledged before me on the 7th day of September, 2007, by **Maria Moreno**.

Notary Public, State of Arkansas

AFTER RECORDING RETURN TO:
The Law Offices of Israel Ramon, Jr.
7417 N. Tenth Street
McAllen, Texas 78504

ANA M. BONILLA
Benton County
Notary Public - Arkansas
My Commission Expires Aug 11, 2013

Chapter 232 Texas LGC Application

APPLICATION NO:
1-7958
Apr. 26, 2011

COUNTY OF HIDALGO
PLANNING DEPARTMENT
1902 JOE STEPHENS WESLACO TX 78596
TEL 968-4724 FAX 447-8612

L0450-00-198-0000-20

[1] OWNER: CONTRERAS, ROSALINDA

PO BOX 763
LA BLANCA TX 78558-0763
Telephone No. 313-7056

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

[4] PURPOSE OF APPLICATION: MOBILE HOMES
44-MOBILE HOMES

[5] SIZE OF STRUCTURE: 1,160 Sq. Ft.

[6] USE OF BUILDING: RESIDENTIAL

[7] LEGAL DESC./NAME OF SUBDIVISION
LA BLANCA "B" LOT 198 W50' E80
0' S10.43 AC .279 AC NET

LOCATION: 0 FM-107 & FM-493

[8] SEWAGE: INSTA

[9] CONSTRUCTION TYPE: META

[10] EST. COST OF CONST.: $3,000

[11] SPECIAL FLOOD HAZARD AREA: _____YES
_____ NO

Special Conditions: No construction allowed over any easements.
MUST COMPLY WITH ALL COUNTY,STATE,CITY,FEMA
REGULATIONS FRONT 50'REAR 15' SIDE'S 6'

Prepared by _____ Date _____

Approved by _____ Date _____

Signature of Owner or Applicant _____ Date _____

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER_____
TOTAL AMOUNT **$30.00**

Light [X] Water [X]

Flood Zone: LO
Panel No. /Suffix:_____ Pct: 0

Community No.:_____

Certification of Elevation
Required: _____ YES _____ NO _____ BFE

A. Setbacks front, side & rear shall be in any deed restrictions.
B. No more than one single family residence per lot.
C. Applicant shall comply with all of the plat and/or deed restrictions and requirements affecting the lot.
D. Permit fee shall be doubled for construction commencing or structures moved in prior to obtaining a permit.
E. Applicant/owner states that no structures exist on this tract of land. If found in violation, permit may be revoked.

[NOTICE]

SEPARATE PERMITS ARE REQUIRED FOR SEPTIC TANKS. THIS PERMIT BECOMES NULL AND VOID IF WORK OR CONSTRUCTION AUTHORIZED IS NOT COMMENCED WITHIN 6 MONTHS. OR IF CONSTRUCTION OR WORK IS SUSPENDED OR ABANDONED FOR A PERIOD OF ONE YEAR AT ANYTIME AFTER WORK IS COMMENCED.

I HEREBY CERTIFY THAT I HAVE READ AND EXAMINED THIS APPLICATION AND KNOW THE SAME TO BE TRUE AND CORRECT. ALL PROVISIONS OF LAWS AND REGULATIONS GOVERNING THIS TYPE OF WORK WILL BE COMPLIED WITH WHETHER SPECIFIED HEREIN OR NOT. THE GRANTING OF A PERMIT DOES NOT PRESUME TO GIVE AUTHORITY TO OR CANCEL THE PROVISIONS OF ANY OTHER STATE OR LOCAL LAW REGULATING CONSTRUCTION OR THE PERFORMANCE OF CONSTRUCTION.

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

Main Office
1304 South 25th Street
Edinburg, Texas 78542
956-318-2840
956-318-2844

Precinct No.1 Substation
1902 Joe Stephens Ave.
Weslaco, TX 78596
956-968-4734
956-973-7850

Precinct No.3 Substation
2401 N. Moorefield Rd.
Mission, TX 78572
956-205-7045
956-205-7049

Raul E. Sesin, P.E., CFM
Planning Administrator

Precinct 1 2 (3) 4

Application No: 3-111160
3/23/11

HIDALGO COUNTY
CERTIFICATE OF WATER SERVICE AVAILABILITY
UNDER TEXAS LOCAL GOVT. CODE SECTION 232.029(c)(2)

Approved by Environmental Health:	Temporary Service	Final Service
	Authorized Signature	Authorized Signature
Inspection/Permit No:		3021
Date Approved:	/ /	6/14/11

Upon the application of:

Name: Rene R Mendoza

Address: 8130 W. 8 mile Line
Lot 34 Blk 22 Texan Gardens
Moorefield Tx.

Phone: 956- 460-6831

Water Supplier: Water well

Utility Provider: [ ] M.V.E.C. [✓] AEP

Account/ESI No.: 10032789497571195

[ ] Temporary Pole [X] Permanent Service

who is the person requesting utility service to subdivided land ("land") described as follows:

2.00 Ac Tract of Land, more or less, of the west 290.4 ft of the East 1161.6 Ft of Lot 34, Blk 22, Texan Gardens Sub.

[Insert the lot and block number in recorded subdivision, address, or description in deed, etc]

and who has submitted to the court an affidavit as required by Local Govt. Code Sec. 232.029 (f), on _____, 20____, the Hidalgo County Commissioners Court approved the issuance of this certificate stating as follows (strike through the statement that does not apply)

~~The land was not subdivided after September 1, 1995, and water service is available within 750 feet of the land.~~

-OR-

The land was not subdivided after September 1, 1995, and water service is available more than 750 feet from the subdivided land and the extension of water service to the land may be feasible, subject to a final determination by the water service provider.

6/14/11
Planning Department Authorized Signature

Hidalgo County Judge

Date

ATTEST: _____
Hidalgo County Clerk

Date

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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Mission, TX 78572
956-205-7045
956-205-7049

Raul E. Sesin, P.E., CFM
Planning Administrator

Precinct 1 2 (3) 4

Application No: 3-11160

3/23/11

AFFIDAVIT
TO APPLY TO THE COUNTY OF HIDALGO
FOR CERTIFICATE OF WATER SERVICE AVAILABILITY
UNDER TEXAS LOCAL GOVT. CODE SECTION 232.029(c)(2)

[*Note: To be eligible, the land must not have been subdivided after September 1, 1995.*]

THE STATE OF TEXAS §
COUNTY OF HIDALGO §

BEFORE ME, the undersigned authority, on this day personally appeared

Rene R. Mendoza ,

Known to me [*or* proved to me in the oath of 07293446 ***or* through** _____ **(*description of federal or state government ID card with photograph and signature*)], who swore on oath that the following two statements are true:**

1. **"I am requesting utility service to the following described land:**

8130 W. 8 mile Line Lot 34 Blk 22 Texan Gardens Moorefield Tx. ."

[Insert the lot and block number in recorded subdivision, address, or description in deed, etc]

2. **"The land described above has been sold or conveyed to me."**

AND [*strike through the statement below that does not apply*]

3A. "The land was not sold or conveyed to me by the Subdivider or the subdivider's agent after September 1, 1995."

-OR-

3B. "The land was on August 31, 1999, located in the extraterritorial jurisdiction of a municipality as determined by Local Govt. Code Chapter 42 and the land was not sold or conveyed to me by the Subdivider or the subdivider's agent after September 1, 1999."

Rene R Mendoza (Signature)

SUBSCRIBED AND SWORN TO before me on June, 13 , 2011 **, to certify which, witnesses my hand and seal of office.**

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

PIA J MATAR
Notary Public
STATE OF TEXAS
My Comm. Exp. 11-25-12

CHARGE TO: VLTC
GF#123300

NOTICE OF CONFIDENTIALITY RIGHTS:
IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS:
YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER

Warranty Deed With Vendor's Lien

Date: **January 14, 2011**

Grantor(s): **Fidel Nacienseno and wife, Abigail Nacienseno**

Grantor(s) Mailing Address: **P.O. Box 9412**
Alamo, Texas 78516
Hidalgo County

Grantee(s): **Rene Mendoza**

Grantee's Mailing Address: **1809 Piedras Negras**
San Juan, Texas 78589
Hidalgo County

Consideration:

For the consideration of Ten and No/100 Dollars ($10.00) and other valuable consideration to the undersigned paid by the Grantee herein named, the receipt of which is hereby acknowledged and the further consideration of a note of even date that is in the principal amount of **TWENTY THOUSAND AND NO/100 DOLLARS ($20,000.00)**, and is executed by Grantee, payable to the order of **Grantors.** The lien is secured by a vendor's lien retained in favor of **grantors** in this deed and by a deed of trust of even date from Grantee to **A. C. GARCIA, AS TRUSTEE.**

Property (including any improvement, if any):
BEING A 2.00 GROSS ACRE TRACT OF LAND, MORE OR LESS, CONSISTING OF THE WEST 290.4 FEET OF THE EAST 1161.6 FEETOF LOT 34, BLOCK 22, TEXAN GARDENS SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP RECORDED IN VOLUME 8, PAGE 57 AND 58, MAP RECORDS IN THE OFFICE OF THE COUNTY CLERK OF HIDALGO COUNTY, TEXAS, REFERENCE TO WHICH IS HERE MADE FOR ALL PURPOSES, SAID 2.00 ACRE TRACT OF LAND IS MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 34 LOCATED IN THE CENTER OF MILE 8 NORTH ROAD; THENCE, AS FOLLOWS:

SOUTH 81 DEGREES 01 MINUTES EAST, COINCIDENT WITH THE SOUTH LINE OF SAID LOT 34, A DISTANCE OF 290.40 FEET TO A POINT FOR THE SOUTHWEST CORNER AND POINT OF BEGINNING OF THIS HEREIN DESCRIBED TRACT;

express understanding and stipulation that there are no express or implied warranties except for limited warranties of title set forth in this deed.

When the context requires, singular nouns and pronouns include the plural.

Fidel Nacienseno
Fidel Nacienseno

Abigail Nacienseno
Abigail Nacienseno

****

(Acknowledgment)

STATE OF TEXAS ()

COUNTY OF HIDALGO ()

This instrument was acknowledged before me on the 18th day of **January _____, 2011** by **Fidel Nacienseno and wife, Abigail Nacienseno, both.**

NELDA GARCIA
Notary Public, State of Texas
My Commission Expires
October 10, 2013

Nelda Garcia
Notary Public, State of Texas

After Recording Return To:

Law Office of A. C. Garcia
P. O. Drawer 630
Pharr, Texas 78577

Prepared In The Law Office of:

A. C. Garcia, Attorney
P.O. Box 630
125 E. Caffery
Pharr, Texas 78577
Phone: (956) 787-6261
Fax: (956) 787-6395

Chapter 232 Texas LGC Application

APPLICATION NO: 3-11160
Mar. 23, 2011

COUNTY OF HIDALGO
PLANNING DEPARTMENT
PO DRAWER B EDINBURG TX 78539
TEL 318-2840 FAX 318-2844

T2200-00-022-0034-02

[1] OWNER: MENDOZA, RENE R.
6202 W. MILE 7 RJ

MISSION, TX. 78572
Telephone No. 342-6033

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: AGUA

[4] PURPOSE OF APPLICATION: NEW RESIDENCE
25-RESIDENTIAL NEW SINGLE DWELLING
[5] SIZE OF STRUCTURE: 4,500 Sq. Ft.

[6] USE OF BUILDING: RES. NEW HOUSE ZONE-X

[7] LEGAL DESC./NAME OF SUBDIVISION
TEXAN GARDENS W 290.4'-E 1161.
LOT 34 BLK 22.2AC GR 1.8AC NE
X-05/F8-8-06A-92608746P

LOCATION: 0 8 ML & TEXAN RD.

[8] SEWAGE: INSTA

[9] CONSTRUCTION TYPE: BLOC

[10] EST. COST OF CONST.: $60,000

[11] SPECIAL FLOOD HAZARD AREA: ____YES ✓ NO

Special Conditions: No construction allowed over any easements.
FRONT 50' BACK 15' SIDES 6'
MUST COMPLY W/ALL COUNTY SETBACK AND REGULATION
18" TOP OF CURB

Prepared by — Date: 3/22/11

Approved by — Date: 3/21/11

Signature of Owner or Applicant — Date: 3-23-11

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER_____
TOTAL AMOUNT **$30.00**

Light [X] Water [X]

Flood Zone: NO
Panel No. /Suffix: 0300D Pct: 3

Community No.: 480334

Certification of Elevation
Required: ____YES ✓ NO ____BFE

A. Setbacks front, side & rear shall be in any deed restrictions.
B. No more than one single family residence per lot.
C. Applicant shall comply with all of the plat and/or deed restrictions and requirements affecting the lot.
D. Permit fee shall be doubled for construction commencing or structures moved in prior to obtaining a permit.
E. Applicant/owner states that no structures exist on this tract of land. If found in violation, permit may be revoked.

[NOTICE]

SEPARATE PERMITS ARE REQUIRED FOR SEPTIC TANKS. THIS PERMIT BECOMES NULL AND VOID IF WORK OR CONSTRUCTION AUTHORIZED IS NOT COMMENCED WITHIN 6 MONTHS. OR IF CONSTRUCTION OR WORK IS SUSPENDED OR ABANDONED FOR A PERIOD OF ONE YEAR AT ANYTIME AFTER WORK IS COMMENCED.

I HEREBY CERTIFY THAT I HAVE READ AND EXAMINED THIS APPLICATION AND KNOW THE SAME TO BE TRUE AND CORRECT. ALL PROVISIONS OF LAWS AND REGULATIONS GOVERNING THIS TYPE OF WORK WILL BE COMPLIED WITH WHETHER SPECIFIED HEREIN OR NOT. THE GRANTING OF A PERMIT DOES NOT PRESUME TO GIVE AUTHORITY TO OR CANCEL THE PROVISIONS OF ANY OTHER STATE OR LOCAL LAW REGULATING CONSTRUCTION OR THE PERFORMANCE OF CONSTRUCTION.

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

Main Office
1304 South 25th Street
Edinburg, Texas 78542
956-318-2840
956-318-2844

Precinct No.1 Substation
1902 Joe Stephens Ave.
Weslaco, TX 78596
956-968-4734
956-973-7850

Precinct No.3 Substation
2401 N. Moorefield Rd.
Mission, TX 78572
956-205-7045
956-205-7049

Raul E. Sesin, P.E., CFM
Planning Administrator

Precinct 1 2 3 (4)

Application No: 4-10690

HIDALGO COUNTY
CERTIFICATE OF WATER SERVICE AVAILABILITY
UNDER TEXAS LOCAL GOVT. CODE SECTION 232.029(c)(2)

Upon the application of:

Approved by Environmental Health:	Temporary Service	Final Service
	—	
	Authorized Signature	Authorized Signature
Inspection/Permit No:		SEWER
Date Approved:	/ /	06/14/11

Name: Maricela Garcia

Address: 4105 30st
Hidalgo TX
78557

Phone: (956) 5880936
(956) 8432755

Water Supplier: MHWSC

Utility Provider: [ ] M.V.E.C. [✓] AEP CPL

Account/ESI No.: 10032789403015199

[ ] Temporary Pole [✓] Permanent Service

who is the person requesting utility service to subdivided land ("land") described as follows:

Being 1.00 Acre of land more or less situated in Hidalgo County, Texas and being a part or portion of Lot 15, Block 29, ALAMO LAND & SUGAR CO. Subdivision.

[Insert the lot and block number in recorded subdivision, address, or description in deed, etc]

and who has submitted to the court an affidavit as required by Local Govt. Code Sec. 232.029 (f), on _____, 20____, the Hidalgo County Commissioners Court approved the issuance of this certificate stating as follows (strike through the statement that does not apply)

The land was not subdivided after September 1, 1995, and water service is available within 750 feet of the land.

-OR-

The land was not subdivided after September 1, 1995, and water service is available more than 750 feet from the subdivided land and the extension of water service to the land may be feasible, subject to a final determination by the water service provider.

Maria Cecia

Planning Department Authorized Signature | **Hidalgo County Judge** | **Date**

ATTEST: _____ _____
Hidalgo County Clerk | **Date**

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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Precinct No.3 Substation
2401 N. Moorefield Rd.
Mission, TX 78572
956-205-7045
956-205-7049

Raul E. Sesin, P.E., CFM
Planning Administrator

Precinct 1 2 3 (4)

Application No: 4-10690

AFFIDAVIT
TO APPLY TO THE COUNTY OF HIDALGO
FOR CERTIFICATE OF WATER SERVICE AVAILABILITY
UNDER TEXAS LOCAL GOVT. CODE SECTION 232.029(c)(2)

[*Note: To be eligible, the land must not have been subdivided after September 1, 1995.*]

THE STATE OF TEXAS §
COUNTY OF HIDALGO §

BEFORE ME, the undersigned authority, on this day personally appeared

MARICELA GARCIA ,

Known to me [*or* proved to me in the oath of #15251256 *or* through _____ (*description of federal or state government ID card with photograph and signature*)], who swore on oath that the following two statements are true:

1. "I am requesting utility service to the following described land:

Alamo Land & Sugar Co. Lot# 15 Block #29."

[Insert the lot and block number in recorded subdivision, address, or description in deed, etc]

2. "The land described above has been sold or conveyed to me."

AND [*strike through the statement below that does not apply*]

3A. "The land was not sold or conveyed to me by the Subdivider or the subdivider's agent after September 1, 1995."

-OR-

3B. "The land was on August 31, 1999, located in the extraterritorial jurisdiction of a municipality as determined by Local Govt. Code Chapter 42; and the land was not sold or conveyed to me by the Subdivider or the subdivider's agent after September 1, 1999."

Maricela Garcia (Signature)

SUBSCRIBED AND SWORN TO before me on Oct 14, 2011, to certify which, witnesses my hand and seal of office.

NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

LETICIA M. CORREA
MY COMMISSION EXPIRES
May 15, 2015

LETICIA M. CORREA
NOTARY PUBLIC
STATE OF TEXAS
5-15-2015

2090089

NOTICE OF CONFIDENTIALITY RIGHTS:
IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFER AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER

WARRANTY DEED WITH VENDOR'S LIEN

Date: March 29, 2010

3115 – 240

Grantor(s): **Juan E. Castillo and wife, Enedina Castillo**

Grantor's Mailing Address:
204 Garfield
San Juan, Hidalgo County, Texas 78589

Grantee(s): **Maricela Garcia**

Grantee's Mailing Address:
410 S 30th St.
Hidalgo, Hidalgo County, Texas 78557-0000

Consideration:

For the sum of Ten and NO/100 Dollars ($10.00) and other valuable consideration to the undersigned paid by the Grantee herein name the receipt of which is hereby acknowledged and the further consideration of a note of even date that is in the principal amount of **THIRTEEN THOUSAND AND NO/100 DOLLARS ($13,000.00)** and is executed by **Grantee**, payable to the order of **Grantors** in this deed and by a deed of trust of even date from Grantee to **A. C. GARCIA, TRUSTEE.**

Property (including improvements, if any):

Being 1.00 acre of land more or less situated in Hidalgo County, Texas and being a part or portion of Lot 15, Block 29, Alamo Land and Sugar Company Subdivision, (Deed Reference Volume 1, Page 24, Map Records, Hidalgo County, Texas) and said 1.00 acre of land also being more particularly described by metes and bounds as follows:

BEGINNING at a ½ inch iron rod set for the southwest corner of this tract, said iron rod also being the southwest corner of Lot 15, Block 29, Alamo Land and Sugar Company Subdivision, and also being in the center of Rancho Blanco Road (a 40.0 foot County Road);

THENCE, N 08° 43′ E, along the West Line of said Lot 15, at 20.00 feet pass a ½ inch iron rod set for reference on the North right-of-way of said county road at 21.5 feet pass an underground telephone line and continuing a total distance of 330.0 feet to a ½ inch iron rod set for the northwest corner of this tract;

THENCE, S 81° 17′ E, 132.0 feet to a ½ inch iron rod set for the northeast corner of this tract;

THENCE, S 08° 43′ W, at 308.50 feet pass an underground telephone line, at 310.0 feet pass a ½ inch iron rod set for reference on the north right-of-way of said county road and continuing a total

distance of 330.0 feet to a 60 "D" nail (galvanized) set for the southeast corner of this tract, said nail being on the south line of said Lot 15;

THENCE, N 81° 17′ W, 132.0 feet along the south line of said Lot 15, to the PLACE OF BEGINNING, and containing 1.00 acre of land more or less of which 0.06 acre lies in the right-of-way of said county road leaving a net of 0.94 acre of land more or less.

Reservations from and Exceptions to Conveyance and Warranty:

SUBJECT TO all reservations, exceptions, leases, easements, rights, restrictions, liens, taxes, uses, and regulations, visible or of record.

SUBJECT TO Subdivision regulations of the County of Hidalgo County and/or ordinance or governmental regulations of the City wherein the subject property lies or holds extra-territorial jurisdiction.

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successor, or assigns forever. Grantor hereby binds Grantor and Grantor's heirs, executors, administrators, and successors to warranty and forever defend all and singular this property to Grantee and Grantees' heirs, executors, administrators, successors, and assigns against every person whosoever lawfully claiming or to claim the same or any part thereof, except as the reservations from and exceptions to warranty. The vendor's lien against and superior title to the property are retained until each note described is fully paid according to its terms, at which time this deed shall become absolute.

As a material part of the consideration for this deed, Grantors and Grantee agree that Grantee is taking the property "AS IS" with any and all latent and patent defects and that there is no warranty by Grantors that the property has a particular financial value or is fit for a particular purpose. Grantee acknowledge and stipulate that Grantee is not relying on any representation, statement, or other assertion with respect to the property condition but is relying on Grantee's examination of the property. Grantee takes the property with the express understanding and stipulation that there is no express or implied warranties except for limited warranties of title set forth in this deed.

NO TITLE EXAMINATION WAS REQUIRED IN CONNECTION WITH THE PREPARATION OF THE DOCUMENTATION CONCERNING THE PURCHASE OF THE ABOVE DESCRIBED PROPERTY, NOR WAS ANY MADE, THE PREPARER EXPRESSES NO OPINION AS TO TITLE OR TAX TO THIS PROPERTY.

When the contest requires, singular noun and pronouns include the plural.

Juan E. Castillo

JUAN E. CASTILLO

Enedina Castillo

ENEDINA CASTILLO

(Acknowledgment)

STATE OF TEXAS ()
COUNTY OF HIDALGO ()

This instrument was acknowledged before me on the 1st day of April, 2010 by Juan E. Castillo and wife, Enedina Castillo.

NELDA GARCIA
Notary Public, State of Texas
My Commission Expires
October 10, 2013

Nelda Garcia
Notary Public, State of Texas

After Recording Return To:
A. C. Garcia, Attorney
P.O. Box 630
Pharr, Texas 78577

Prepared In The Law Office of:
A. C. Garcia, Attorney
125 E. Caffery
P.O. Box 630
Pharr, Texas 78577
Ph (956) 787-6261 Fax (956) 787-6395

Chapter 232 Texas LGC Application

APPLICATION NO:
4-10690
May. 26, 2011

COUNTY OF HIDALGO
PLANNING DEPARTMENT
1304 S. 25th Ave EDINBURG TX 78539
TEL 318-2840 FAX 318-2844

A1800-00-029-0015-08

[1] OWNER: GARCIA, MARICELA

410 S 30TH ST.
HIDALGO, TX 78557
Telephone No. 843-2755

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

[4] PURPOSE OF APPLICATION: NEW RESIDENCE
25- RESIDENTIAL NEW SINGLE DWELLING

[5] SIZE OF STRUCTURE: 1,050 Sq. Ft.

[6] USE OF BUILDING: RES. ZONE-B

[7] LEGAL DESC./NAME OF SUBDIVISION
ALAMO LAND & SUGAR CO-W132'-S3
' LOT 15 BLK 29 1.0AC GR 0.94A
NET

LOCATION: 0

[8] SEWAGE: EXIST

[9] CONSTRUCTION TYPE: WOOD

[10] EST. COST OF CONST.: $5,000

[11] SPECIAL FLOOD HAZARD AREA: ~~YES~~ / NO

Special Conditions: No construction allowed over any easements.
MUST COMPLY W/ALL COUNTY SETBACKS & REGULATIONS
FRONT 50' REAR 15' SIDES 6'
MINIMUM ELEV. 18" ABOVE NATURAL GROUND

Efrain Ceballos — Prepared by — 5-26-11 — Date

Gilbert Pecina — Approved by — 5-26-11 ~~0425C~~ — Date

X Nelly Jaime — Signature of Owner or Applicant — 5-26-11 — Date

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER_____
TOTAL AMOUNT **$30.00**

Light [X] Water [X]

Flood Zone: NO
Panel No. /Suffix:_____ Pct: 4

Community No.: 0425C 480334

Certification of Elevation
Required: ____ YES ✓ NO ____ BFE

A. Setbacks front, side & rear shall be in any deed restrictions.
B. No more than one single family residence per lot.
C. Applicant shall comply with all of the plat and/or deed restrictions and requirements affecting the lot.
D. Permit fee shall be doubled for construction commencing or structures moved in prior to obtaining a permit.
E. Applicant/owner states that no structures exist on this tract of land. If found in violation, permit may be revoked.

[NOTICE]

SEPARATE PERMITS ARE REQUIRED FOR SEPTIC TANKS. THIS PERMIT BECOMES NULL AND VOID IF WORK OR CONSTRUCTION AUTHORIZED IS NOT COMMENCED WITHIN 6 MONTHS. OR IF CONSTRUCTION OR WORK IS SUSPENDED OR ABANDONED FOR A PERIOD OF ONE YEAR AT ANYTIME AFTER WORK IS COMMENCED.

I HEREBY CERTIFY THAT I HAVE READ AND EXAMINED THIS APPLICATION AND KNOW THE SAME TO BE TRUE AND CORRECT. ALL PROVISIONS OF LAWS AND REGULATIONS GOVERNING THIS TYPE OF WORK WILL BE COMPLIED WITH WHETHER SPECIFIED HEREIN OR NOT. THE GRANTING OF A PERMIT DOES NOT PRESUME TO GIVE AUTHORITY TO OR CANCEL THE PROVISIONS OF ANY OTHER STATE OR LOCAL LAW REGULATING CONSTRUCTION OR THE PERFORMANCE OF CONSTRUCTION.

AI-27106 **4.A.**

Membership Dues - Sheriff's Association of Texas

CC CONSENT

Date:	06/21/2011
Submitted By:	Virginia Rodriguez, SHERIFF DEPT.
Submitted For:	Virginia Rodriguez
Department:	SHERIFF DEPT.
Agenda Category:	Membership Dues

Information

CAPTION

Sheriff's Dept.:
Requesting approval of 2011 membership Dues to the Sheriffs' Association of Texas for commander Daniel Garcia in the amount of $25.00

BACKGROUND

The Sheriff's Association of Texas was assembled for no political purpose whatsoever but for the purpose of more sucessfully aiding each other as officers, to execute the laws, in the discharge of the duties against criminals.

Requisition# 197491

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-423-21-280-002-0-810

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

BUDGETARY IMPACT:

Amount available for requisition# 197491 as of 6-16-11 $25.00 for Sheriff's Association of Texas.

Attachments

Link: Membership Dues

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Pat Medina	Pat Medina	06/15/2011 01:29 PM	APRV
2	Budget & Management	Erika Zamora	06/15/2011 03:20 PM	APRV
3	Manuel Chapa	Manuel Chapa	06/16/2011 01:21 PM	APRV
4	Auditor's Office	Arcilia Duran	06/16/2011 01:24 PM	APRV
5	Budget & Management	Erika Zamora	06/16/2011 01:52 PM	APRV

Form Started By: Virginia Rodriguez Started On: 06/15/2011 09:55 AM

Final Approval Date: 06/16/2011

TO THE COUNTY AUDITOR
AFFIDAVIT FOR MEMBERSHIP DUES

THE STATE OF TEXAS

COUNTY OF HIDALGO

I, *DANIEL GARCIA*, do hereby state that my membership in the *SHERIFF'S ASSOCIATION OF TEXAS* on behalf of Hidalgo County is necessary in the performance of my duties as an official/employee of Hidalgo County. I further state the following:

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

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

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

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

SIGNATURE: _____

TITLE: COMMANDER

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

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

_____
NOTARY PUBLIC IN AND FOR THE
STATE OF TEXAS

AUTHORITY: LGC Sec. 113.064b

COUNTY AUDITOR'S FORM: SFA-CA-041

SHERIFFS' ASSOCIATION OF TEXAS
133rd Annual Training Conference
George R. Brown Convention Center, Houston, TX
July 17-19, 2011

Since 1874

REGISTRATION FORM
(PLEASE PRINT OR TYPE ALL INFORMATION)

CONFERENCE PARTICIPANT
(Participant Registration Fee: SAT Member $225.00/Non-Member $250.00)

Name: Daniel Garcia **Title:** Commander

Full name to be printed on badge, if different from above:

Agency: Hidalgo County Sheriff's Office

Address: P.O. Box 1228 **City, State, Zip:** Edinburg, Texas 78540

Phone Number: +1 (956) 383-8114 **E-mail:** daniel.garcia@hidalgoso.org

SPOUSE
(Spouse Registration Fee: $50.00 per Participant Registration)

Participants and Spouse activities are for registered adults only. Any young adult, age 17 or older, must be registered to participate in Conference Activities. Registered Youth between ages 6-16 may only participate in Youth Activities due to safety and liability concerns.

Name:

Full name to be printed on badge, if different from above:

YOUTH 6-16 Years old at time of Conference
(Registration Fee: $25.00 per youth)

Be sure to include first and last names. A badge will be given to each youth who is registered. This badge will be their entry for all youth meals and activities and must be worn at all times. Adults wanting to accompany their child on **ANY** youth event needs to contact the Youth Coordinator prior to conference for detailed information.

Name:		**Date of Birth:**		**Age:**		**T-shirt Size:**	
Name:		**Date of Birth:**		**Age:**		**T-shirt Size:**	
Name:		**Date of Birth:**		**Age:**		**T-shirt Size:**	
Name:		**Date of Birth:**		**Age:**		**T-shirt Size:**	

○ **SAT Non-Member** ◉ **SAT Member, Member ID #** 160,047

IF YOU CHOOSE TO PRINT THIS FORM, PLEASE RETURN TO:

SHERIFFS' ASSOCIATION OF TEXAS
ATTN: CONFERENCE REGISTRATION
1601 SOUTH IH-35
AUSTIN, TEXAS 78741-2503
PHONE: (512) 445-5888 FAX: (512) 445-0228
Upon processing your application, an invoice will be mailed to you.

Print Form | Submit by E-mail **Today's Date:** 6/14/11

AI-27116 **4.B.**

Membership Dues - Rio Grande Valley Mobility Task Force

CC CONSENT

Date:	06/21/2011
Submitted By:	Erika Reyna, COUNTY JUDGE
Department:	COUNTY JUDGE
Agenda Category:	Membership Dues

Information

CAPTION

County Judge's Office:
Approval of 2011 annual dues for the Rio Grande Valley Mobility Task Force in the amount of $7,500.00

BACKGROUND

Dues previously approved in 2009.
For I-69 Alliance.

Judge will sign affidavit once court approves item.

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1100-413-30-125-004-0-810

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

BUDGETARY IMPACT:

Available balance as of 6-16-11 $11,836.87

Attachments

Link: Invoice

Link: dues

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/15/2011 03:25 PM	APRV
2	Manuel Chapa	Manuel Chapa	06/16/2011 01:42 PM	APRV
3	Auditor's Office	Arcilia Duran	06/16/2011 01:15 PM	PEND

Form Started By: Erika Reyna — Started On: 06/15/2011 02:04 PM

Final Approval Date: 06/17/2011

Rio Grande Valley Mobility Task Force
An Ad Hoc Committee of the Rio Grande Valley Partnership

INVOICE

P.O. Box 1499
Weslaco, Texas 78599

INVOICE: MTF1101
DATE: FEBRUARY 1, 2011

RECEIVED
FEB 18 2011
COUNTY JUDGE

TO:
The Honorable Ramon Garcia
Hidalgo County Judge
1615 S. Closner, Suite J
Edinburg, TX 78539

COMMENTS OR SPECIAL INSTRUCTIONS:

TERMS
Due on Receipt

DESCRIPTION	Amount
2011 Annual Dues for I-69 Alliance	7500.00
TOTAL DUE	**$ 7,500.00**

Make all checks payable to Rio Grande Valley Mobility Task Force.
If you have any questions concerning this invoice, contact Febe Zepeda at (956) 968-3141.

Thank you for your support!

TO THE COUNTY AUDITOR
AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES

THE STATE OF TEXAS

COUNTY OF HIDALGO

I, Ramon Garcia, do hereby state that my membership in the RGV Mobility Task Force, on behalf of Hidalgo County and dues to be paid by Hidalgo County is necessary in the performance of my duties as an official employee of Hidalgo County. I further state to the best of my knowledge and belief the following:

1. My participation in the association or organization is for the betterment of County Government and the benefit of me as a County official or employee;
2. The association or organization is not affiliated with a labor organization;
3. Neither the association or organization nor an employee of the association or organization directly or indirectly influences or attempts to influence the outcome of any legislation pending before the legislature.
4. The association or organization may provide information for a member of the legislature to appear before a legislative committee at the request of the committee or member of the legislature to provide information related to County Government, but not to attempt to influence legislation; and
5. Neither the association nor organization directly or indirectly contributes any money, services, or other valuable thing to a political campaign or endorses a candidate or group of candidates for public office.

SIGNATURE: _____ DATE: _____

TITLE: County Judge

Before me Monica Badillo, a Notary Public, appeared Ramon Garcia, and on his/her oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.

_____
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

(S E A L)

AUTHORITY TO OBTAIN AFFIDAVIT:	LGC § 113.064(b)
AUTHORITY TO PAY MEMBERSHIP DUES:	LGC § 89.002

AI-27062 **5.A.**

Homebuyer Assistance Program approval

CC CONSENT

Date:	06/21/2011
Submitted By:	Estella Webber, URBAN COUNTY
Submitted For:	Irene Montoya
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

Request approval to enter into two (2) "Homebuyer Assistance Program" contracts under the Home Program.

BACKGROUND

The applicants below have been found eligible to receive closing cost/down payment assistance under the Homebuyer Assistance Program. Approval is being requested to enter into contract with the following families:

APPLICANT	FUNDING YEAR	GRANT AMOUNT	LENDER	LEGAL DESCRIPTION
Juana Gonzalez	FY 2010	$ 7,500	USDA	Lot 50, Rio Largo Estates 2, Hidalgo, TX
Cesar Osvaldo Saenz & Cristina Cepeda	FY 2010	$ 7,500	USDA	Lot 389 Valle Alto North Unit 7 Hidalgo, TX

Fiscal Impact

FISCAL YEAR: ACCT. #:

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

BUDGETARY IMPACT:

Urban County funds will be utilized.

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/13/2011 02:46 PM	APRV
2	Perla Lopez	Perla Lopez	06/16/2011 10:20 AM	APRV
3	Auditor's Office	Arcilia Duran	06/16/2011 03:07 PM	APRV

Form Started By: Estella Webber Started On: 06/13/2011 09:46 AM

Final Approval Date: 06/16/2011

AI-27127 **6.A.**

Blue Cross Blue Shield of Texas

CC CONSENT

Date:	06/21/2011
Submitted By:	Flora Vazquez, HEALTH BENEFITS
Department:	HEALTH BENEFITS
Agenda Category:	Budget and Management

Information

CAPTION

1. Approval to transfer $ 621,016.68 to the Hidalgo County Claims Bank Account for Blue Cross Blue Shield insurance claims paid for period 05/28/2011 to 06/10/2011.

05/28-31/2011	$ 44,165.72
06/01-03/2011	$ 189,307.95
06/04-10/2011	$ 387,543.01
TOTAL:	$ 621,016.68

2. Approval of wire transfer to cover claims paid.

BACKGROUND

Fiscal Impact

Attachments

Link: 06-01-03-2011

Link: 06-04-10-2011

Link: Invoices

Link: Certification

Link: 05-28-31-11

Link: Signature Authorization

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/15/2011 03:36 PM	APRV
2	Olga Garza	Olga Garza	06/16/2011 02:24 PM	APRV
3	Auditor's Office	Arcilia Duran	06/16/2011 02:41 PM	APRV
4	Budget & Management	Erika Zamora	06/16/2011 03:11 PM	APRV

Form Started By: Flora Vazquez Started On: 06/15/2011 02:56 PM

Final Approval Date: 06/16/2011



Group # 021185 **HIDALGO COUNTY**
Settlement ID: **TX433010006**
Processed Date
Period 06/01/2011 to 06/03/2011

SECTION		
0001-0011	HIDALGO COUNTY	$ 136,197.53
0002-0012	HEADSTART	$ 25,725.64
0003-0013	APPRAISAL DISTRICT	$ 6,902.76
0004-0014	COMMUNITY SERVICE	$ 1,165.85
0005-0015	DRAINAGE DISTRICT	$ 2,610.70
9001-9002	COBRA	$ 11,529.44
0006-0016	RETIREE	$ 5,176.03

$189,307.95

Account	Corporate I	Invoice Prc	Invoice Nui	InvcPerFrD	InvcPerToI	ClmPerFrD	ClmPerToI	BARS Cust
21185	TX1	618139	229595	5/28/2011	6/3/2011	6/1/2011	6/3/2011	TX433

21185	TX1	618139	229595	5/28/2011	6/3/2011	6/1/2011	6/3/2011 TX433

21185	TX1	618139	229595	5/28/2011	6/3/2011	6/1/2011	6/3/2011 TX433

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21185	TX1	618139	229595	5/28/2011	6/3/2011	6/1/2011	6/3/2011	TX433

Settlement	Association	Group Nbr	Section Nb	Group Nan	Coverage	Claim Type	Member ID
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Document Control	Tier	Service Da	Gross Amt	Net Amt	Fee Percer	Fee Amt
000020111545047F190X	Family Mer	5/9/2011	$733.02	$733.02	0%	$0.00
0000201115350785W20X	Family Sub	5/27/2011	$260.50	$260.50	0%	$0.00
0000201115350608W20X	Single	5/24/2011	$800.03	$800.03	0%	$0.00
0000201115250Q29800X	Family Sub	5/26/2011	$1,631.03	$1,631.03	0%	$0.00
000020111545057F190X	Family Mer	5/26/2011	$220.70	$220.70	0%	$0.00
000020111395099X570X	Single	5/11/2011	$1,224.96	$1,224.96	0%	$0.00
0000201115250Q67030X	Single	5/20/2011	$3,982.14	$3,982.14	0%	$0.00
0000201115253020530T	Single	5/25/2011	$73.80	$73.80	0%	$0.00
0000201115253020530T	Single	5/25/2011	$107.85	$107.85	0%	$0.00
0000201115253020530T	Single	5/25/2011	$3.00	$3.00	0%	$0.00
0000201115253020530T	Single	5/25/2011	$3.36	$3.36	0%	$0.00
0000201115253020530T	Single	5/25/2011	$13.02	$13.02	0%	$0.00
0000201115253020530T	Single	5/25/2011	$6.29	$6.29	0%	$0.00
0000201115253020530T	Single	5/25/2011	$6.68	$6.68	0%	$0.00
0000201115253020530T	Single	5/25/2011	$35.36	$35.36	0%	$0.00
0000201115253020530T	Single	5/25/2011	$34.48	$34.48	0%	$0.00
0000201115253020530T	Single	5/25/2011	$95.24	$95.24	0%	$0.00
000020111545056U840X	Single	5/31/2011	$14.29	$14.29	0%	$0.00
0000201115350368OG0X	Family Mer	5/26/2011	$73.80	$73.80	0%	$0.00
0000201113950013 3N0X	Single	5/10/2011	$159.46	$159.46	0%	$0.00
00002011152500N0180X	Single	5/13/2011	$40.87	$40.87	0%	$0.00
0000201115350784 3N0X	Family Mer	5/26/2011	$51.72	$51.72	0%	$0.00
0000201115350784 3N0X	Family Mer	5/26/2011	$21.35	$21.35	0%	$0.00
0000201115350784 3N0X	Family Mer	5/26/2011	$28.33	$28.33	0%	$0.00
0000201115350784 3N0X	Family Mer	5/26/2011	$32.57	$32.57	0%	$0.00
0000201115350784 3N0X	Family Mer	5/26/2011	$60.00	$60.00	0%	$0.00
0000201115350784 3N0X	Family Mer	5/26/2011	$70.85	$70.85	0%	$0.00
0000201115350784 3N0X	Family Mer	5/26/2011	$76.20	$76.20	0%	$0.00
0000201115350B16280X	Single	5/27/2011	$14.29	$14.29	0%	$0.00
000020111545054X050X	Family Mer	5/24/2011	$40.87	$40.87	0%	$0.00
000020111545054X050X	Family Mer	5/24/2011	$12.73	$12.73	0%	$0.00
000020111545054X050X	Family Mer	5/24/2011	$18.62	$18.62	0%	$0.00
000020111545096V400X	Single	5/17/2011	$3.00	$3.00	0%	$0.00
000020111545096V400X	Single	5/17/2011	$10.86	$10.86	0%	$0.00
0000201115450379C20X	Single	5/31/2011	$40.87	$40.87	0%	$0.00
00002011152502B2560X	Family Sub	5/18/2011	$38.92	$38.92	0%	$0.00
0000201115350596 T0X	Family Mer	5/26/2011	$60.05	$60.05	0%	$0.00
0000201115350596 T0X	Family Mer	5/26/2011	$65.87	$65.87	0%	$0.00
0000201115350596 T0X	Family Mer	5/26/2011	$12.73	$12.73	0%	$0.00
0000201115350596 T0X	Family Mer	5/26/2011	$8.25	$8.25	0%	$0.00
0000201115350596 T0X	Family Mer	5/26/2011	$2.71	$2.71	0%	$0.00
0000201115150707B60X	Family Mer	5/26/2011	$98.07	$98.07	0%	$0.00
00002011152505Q3300X	Family Mer	5/26/2011	$30.16	$30.16	0%	$0.00
00002011152505Q3300X	Family Mer	5/26/2011	$30.16	$30.16	0%	$0.00
00002011152505Q3300X	Family Mer	5/26/2011	$1.93	$1.93	0%	$0.00
00002011152505Q3300X	Family Mer	5/26/2011	$6.94	$6.94	0%	$0.00
00002011152505Q3300X	Family Mer	5/26/2011	$11.79	$11.79	0%	$0.00
00002011152505Q3300X	Family Mer	5/26/2011	$29.40	$29.40	0%	$0.00
00002011152505Q3300X	Family Mer	5/26/2011	$7.03	$7.03	0%	$0.00
00002011152505Q3300X	Family Mer	5/26/2011	$1.85	$1.85	0%	$0.00
00002011152509N4200X	Family Mer	5/26/2011	$4.09	$4.09	0%	$0.00

0000201114852D54240H	Single	3/15/2011	$95.47	$95.47	0%	$0.00
0000201114852D54240H	Single	3/15/2011	$4.02	$4.02	0%	$0.00
00002011075508H1130X	Family Mer	1/20/2011	$40.87	$40.87	0%	$0.00
00002011152504F5080X	Family Mer	5/27/2011	$30.99	$30.99	0%	$0.00
00002011152504F5080X	Family Mer	5/27/2011	$8.25	$8.25	0%	$0.00
00002011152504F5080X	Family Mer	5/27/2011	$12.73	$12.73	0%	$0.00
0000201115450059F90X	Single	5/19/2011	$0.55	$0.55	0%	$0.00
00002011152502B3170X	Single	5/25/2011	$69.83	$69.83	0%	$0.00
00002011152507F5000X	Single	5/25/2011	$289.77	$289.77	0%	$0.00
00002011025023T340X	Single	2/10/2011	$40.87	$40.87	0%	$0.00
0000201115150644B80X	Family Mer	5/19/2011	$34.88	$34.88	0%	$0.00
0000201115350C49080X	Family Sub	5/27/2011	$35.00	$35.00	0%	$0.00
0000201115350C49100X	Family Sub	5/23/2011	$35.00	$35.00	0%	$0.00
0000201115350C49100X	Family Sub	5/23/2011	$3.00	$3.00	0%	$0.00
00002011152502K7790X	Single	5/20/2011	$41.14	$41.14	0%	$0.00
00002011152507G5130X	Family Mer	5/28/2011	$40.87	$40.87	0%	$0.00
00002011152507G5130X	Family Mer	5/28/2011	$16.73	$16.73	0%	$0.00
00002011152507G5130X	Family Mer	5/28/2011	$16.73	$16.73	0%	$0.00
00002011152507G5130X	Family Mer	5/28/2011	$7.94	$7.94	0%	$0.00
00002011152507G5130X	Family Mer	5/28/2011	$3.00	$3.00	0%	$0.00
00002011152507G5130X	Family Mer	5/28/2011	$8.25	$8.25	0%	$0.00
0000201115350A38250X	Family Mer	5/18/2011	$0.01	$0.01	0%	$0.00
0000201115350A38250X	Family Mer	5/18/2011	$24.61	$24.61	0%	$0.00
0000201115350A38250X	Family Mer	5/18/2011	$24.61	$24.61	0%	$0.00
0000201115350A38250X	Family Mer	5/18/2011	$0.01	$0.01	0%	$0.00
0000201115350A38250X	Family Mer	5/18/2011	$24.61	$24.61	0%	$0.00
0000201115350A38250X	Family Mer	5/18/2011	$0.01	$0.01	0%	$0.00
0000201115450363H30X	Single	8/6/2010	$152.77	$152.77	0%	$0.00
0000201115450363H30X	Single	8/6/2010	$41.53	$41.53	0%	$0.00
0000201115450363H30X	Single	8/6/2010	$52.74	$52.74	0%	$0.00
0000201115450363H30X	Single	8/6/2010	$51.83	$51.83	0%	$0.00
0000201115450363H30X	Single	8/6/2010	$18.16	$18.16	0%	$0.00
0000201115450450E40X	Family Sub	2/18/2011	$40.87	$40.87	0%	$0.00
0000201115450450E40X	Family Sub	2/18/2011	$10.27	$10.27	0%	$0.00
0000201115450450E40X	Family Sub	2/18/2011	$13.02	$13.02	0%	$0.00
0000201115450450E40X	Family Sub	2/18/2011	$3.00	$3.00	0%	$0.00
0000201114753014090T	Single	5/23/2011	$15.00	$15.00	0%	$0.00
0000201114753014090T	Single	5/23/2011	$11.51	$11.51	0%	$0.00
0000201114753014090T	Single	5/23/2011	$8.34	$8.34	0%	$0.00
0000201114753014090T	Single	5/23/2011	$23.34	$23.34	0%	$0.00
0000201114753014090T	Single	5/23/2011	$7.75	$7.75	0%	$0.00
0000201114753014090T	Single	5/23/2011	$12.50	$12.50	0%	$0.00
0000201112650Z70020X	Single	4/26/2011	$65.46	$65.46	0%	$0.00
0000201112650Z70020X	Single	4/26/2011	$7.64	$7.64	0%	$0.00
0000201153500867H0X	Family Mer	4/19/2011	$40.87	$40.87	0%	$0.00
0000201153508862G0X	Single	5/27/2011	$4.29	$4.29	0%	$0.00
0000201153508862G0X	Single	5/27/2011	$3.00	$3.00	0%	$0.00
0000201115450437D00X	Single	5/31/2011	$73.80	$73.80	0%	$0.00
0000201153530150 30T	Single	5/26/2011	$22.76	$22.76	0%	$0.00
000020111255053D070X	Family Mer	4/22/2011	($132.75)	($132.75)	0%	$0.00
000020111255053D070X	Family Mer	4/22/2011	$132.75	$132.75	0%	$0.00
0000201115350C69100X	Family Mer	5/31/2011	$51.72	$51.72	0%	$0.00

0000201115350C69100X	Family Mer	5/31/2011	$28.33	$28.33	0%	$0.00
0000201115350C69100X	Family Mer	5/31/2011	$24.61	$24.61	0%	$0.00
00002011152503D9030X	Single	5/26/2011	$9.54	$9.54	0%	$0.00
00002011152502K8770X	Family Sub	5/24/2011	$52.51	$52.51	0%	$0.00
00002011152502K8770X	Family Sub	5/24/2011	$51.42	$51.42	0%	$0.00
00002011152502K8770X	Family Sub	5/24/2011	$61.17	$61.17	0%	$0.00
0000201115350C50450X	Family Sub	5/12/2011	$73.80	$73.80	0%	$0.00
00002011153505623G0X	Family Sub	4/28/2011	$1,012.52	$1,012.52	0%	$0.00
00002011152502D7080X	Single	5/27/2011	$30.99	$30.99	0%	$0.00
00002011152502D7080X	Single	5/27/2011	$10.27	$10.27	0%	$0.00
00002011152502D7080X	Single	5/27/2011	$4.45	$4.45	0%	$0.00
00002011152502D7080X	Single	5/27/2011	$5.03	$5.03	0%	$0.00
00002011152502D7080X	Single	5/27/2011	$8.25	$8.25	0%	$0.00
0000201113213940900C	Single	3/15/2011	$40.87	$40.87	0%	$0.00
0000201113213940900C	Single	3/15/2011	$3.00	$3.00	0%	$0.00
0000201113213940900C	Single	3/15/2011	$35.36	$35.36	0%	$0.00
0000201113213940900C	Single	3/15/2011	$13.02	$13.02	0%	$0.00
0000201113850K48270X	Single	1/29/2011	$28.00	$28.00	0%	$0.00
0000201113850K48280X	Single	1/30/2011	$17.27	$17.27	0%	$0.00
0000201115350 2841J0X	Family Mer	5/24/2011	$60.41	$60.41	0%	$0.00
0000201115350 2841J0X	Family Mer	5/24/2011	$0.01	$0.01	0%	$0.00
0000201115350 2841J0X	Family Mer	5/24/2011	$24.61	$24.61	0%	$0.00
0000201115350 4503Y0X	Family Mer	5/24/2011	$65.87	$65.87	0%	$0.00
0000201115453037560T	Single	5/19/2011	$18.57	$18.57	0%	$0.00
0000201115350 2213Q0X	Family Mer	5/31/2011	$234.12	$234.12	0%	$0.00
0000201115350 2213Q0X	Family Mer	5/31/2011	$1.18	$1.18	0%	$0.00
0000201115350 2213Q0X	Family Mer	5/31/2011	$23.82	$23.82	0%	$0.00
0000201115350 2213Q0X	Family Mer	5/31/2011	$42.36	$42.36	0%	$0.00
0000201115350 2213Q0X	Family Mer	5/31/2011	$2.38	$2.38	0%	$0.00
0000201115350 2213Q0X	Family Mer	5/31/2011	$8.25	$8.25	0%	$0.00
0000201115350 2213Q0X	Family Mer	5/31/2011	$3.00	$3.00	0%	$0.00
0000201115350A05090X	Single	5/9/2011	$396.34	$396.34	0%	$0.00
0000201115350 2553Q0X	Single	5/9/2011	$217.01	$217.01	0%	$0.00
0000201115350 9708Q0X	Single	5/9/2011	$498.75	$498.75	0%	$0.00
0000201115350 9708Q0X	Single	5/9/2011	$197.32	$197.32	0%	$0.00
0000201115350 9708Q0X	Single	5/9/2011	$166.25	$166.25	0%	$0.00
0000201115350 9708Q0X	Single	5/9/2011	$131.55	$131.55	0%	$0.00
0000201115350 9708Q0X	Single	5/9/2011	$65.63	$65.63	0%	$0.00
0000201112650K64100X	Single	4/25/2011	$55.79	$55.79	0%	$0.00
00002011152508K7330X	Single	5/11/2011	$1,164.34	$1,164.34	0%	$0.00
0000201115350 3724T0X	Single	5/27/2011	$40.87	$40.87	0%	$0.00
0000201115350 3724T0X	Single	5/27/2011	$186.86	$186.86	0%	$0.00
0000201115450671C20X	Family Sub	5/27/2011	$6.47	$6.47	0%	$0.00
0000201115450671C20X	Family Sub	5/27/2011	$8.80	$8.80	0%	$0.00
0000201115350 9193H0X	Family Mer	5/31/2011	$73.80	$73.80	0%	$0.00
0000201115350 9193H0X	Family Mer	5/31/2011	$2.71	$2.71	0%	$0.00
0000201115350 9193H0X	Family Mer	5/31/2011	$4.53	$4.53	0%	$0.00
0000201115350 9193H0X	Family Mer	5/31/2011	$4.53	$4.53	0%	$0.00
0000201115450309J50X	Family Mer	2/15/2011	$166.08	$166.08	0%	$0.00
0000201115450309J50X	Family Mer	2/15/2011	$6.71	$6.71	0%	$0.00
0000201115450309J50X	Family Mer	2/15/2011	$4.53	$4.53	0%	$0.00
0000201115450309J50X	Family Mer	2/15/2011	$4.53	$4.53	0%	$0.00

0000201115450309J50X	Family Mer	2/15/2011	$2.71	$2.71	0%	$0.00
0000201115350746 0N0X	Family Mer	5/31/2011	$40.87	$40.87	0%	$0.00
00002011152503D9670X	Single	5/31/2011	$40.87	$40.87	0%	$0.00
0000201115453014270T	Single	5/31/2011	$8.34	$8.34	0%	$0.00
0000201115350747 5N0X	Family Mer	5/31/2011	$40.87	$40.87	0%	$0.00
0000201115450459A60X	Single	5/12/2011	$675.59	$675.59	0%	$0.00
0000201115350476 3G0X	Single	5/27/2011	$34.12	$34.12	0%	$0.00
0000201115350476 3G0X	Single	5/27/2011	$34.12	$34.12	0%	$0.00
0000201115350911 3X0X	Single	5/27/2011	$94.09	$94.09	0%	$0.00
0000201115350911 3X0X	Single	5/27/2011	$73.80	$73.80	0%	$0.00
0000201115350911 3X0X	Single	5/27/2011	$19.49	$19.49	0%	$0.00
0000201115350911 3X0X	Single	5/27/2011	$19.49	$19.49	0%	$0.00
0000201115350911 3X0X	Single	5/27/2011	$3.36	$3.36	0%	$0.00
0000201115350911 3X0X	Single	5/27/2011	$8.25	$8.25	0%	$0.00
0000201115350911 3X0X	Single	5/27/2011	$3.00	$3.00	0%	$0.00
0000201115450689C90X	Single	5/27/2011	$11.15	$11.15	0%	$0.00
0000201115450689C90X	Single	5/27/2011	$8.80	$8.80	0%	$0.00
0000201115450752B40X	Single	5/25/2011	$73.80	$73.80	0%	$0.00
0000201115450934D40X	Single	6/1/2011	$42.68	$42.68	0%	$0.00
0000201115453044540T	Family Sub	5/16/2011	$68.01	$68.01	0%	$0.00
0000201111904008690C	Single	4/18/2011	$61.31	$61.31	0%	$0.00
0000201114952U58130H	Single	5/11/2011	$4.72	$4.72	0%	$0.00
0000201114952U58130H	Single	5/11/2011	$0.63	$0.63	0%	$0.00
0000201114952U58130H	Single	5/11/2011	$4.21	$4.21	0%	$0.00
0000201114952U58130H	Single	5/11/2011	$4.40	$4.40	0%	$0.00
0000201114952U58130H	Single	5/11/2011	$4.13	$4.13	0%	$0.00
0000201114952U58130H	Single	5/11/2011	$1.95	$1.95	0%	$0.00
0000201115350445 2X0X	Single	5/26/2011	$30.99	$30.99	0%	$0.00
0000201115350445 2X0X	Single	5/26/2011	$8.25	$8.25	0%	$0.00
0000201115350445 2X0X	Single	5/26/2011	$8.98	$8.98	0%	$0.00
0000201115350445 2X0X	Single	5/26/2011	$13.02	$13.02	0%	$0.00
0000201115350445 2X0X	Single	5/26/2011	$9.27	$9.27	0%	$0.00
0000201115350445 2X0X	Single	5/26/2011	$16.32	$16.32	0%	$0.00
0000201115350445 2X0X	Single	5/26/2011	$8.76	$8.76	0%	$0.00
0000201115350445 2X0X	Single	5/26/2011	$9.43	$9.43	0%	$0.00
0000201115350445 2X0X	Single	5/26/2011	$5.42	$5.42	0%	$0.00
0000201115350445 2X0X	Single	5/26/2011	$5.03	$5.03	0%	$0.00
0000201115350445 2X0X	Single	5/26/2011	$3.00	$3.00	0%	$0.00
0000201115350445 2X0X	Single	5/26/2011	$7.94	$7.94	0%	$0.00
0000201115350445 2X0X	Single	5/26/2011	$17.88	$17.88	0%	$0.00
00002011152502J0930X	Single	5/25/2011	$14.29	$14.29	0%	$0.00
00002011152501E9390X	Single	5/25/2011	$11.69	$11.69	0%	$0.00
0000201114952T77130H	Family Mer	5/15/2011	$31.46	$31.46	0%	$0.00
0000201114952T77130H	Family Mer	5/15/2011	$20.93	$20.93	0%	$0.00
0000201114952T77130H	Family Mer	5/15/2011	$7.43	$7.43	0%	$0.00
0000201114952T77130H	Family Mer	5/15/2011	$6.30	$6.30	0%	$0.00
0000201114952T77130H	Family Mer	5/15/2011	$34.65	$34.65	0%	$0.00
0000201114952T77130H	Family Mer	5/15/2011	$6.53	$6.53	0%	$0.00
0000201114952T77130H	Family Mer	5/15/2011	$10.13	$10.13	0%	$0.00
0000201114952T77130H	Family Mer	5/15/2011	$8.33	$8.33	0%	$0.00
0000201114952T77130H	Family Mer	5/15/2011	$14.40	$14.40	0%	$0.00
0000201114952T77130H	Family Mer	5/15/2011	$3.83	$3.83	0%	$0.00

00002011149527T77130H	Family Mer	5/15/2011	$6.53	$6.53	0%	$0.00
00002011149527T77130H	Family Mer	5/15/2011	$5.40	$5.40	0%	$0.00
00002011149527T77130H	Family Mer	5/15/2011	$4.73	$4.73	0%	$0.00
00002011149527T77130H	Family Mer	5/15/2011	$6.08	$6.08	0%	$0.00
00002011149527T77130H	Family Mer	5/15/2011	$5.85	$5.85	0%	$0.00
00002011149527T77130H	Family Mer	5/15/2011	$5.85	$5.85	0%	$0.00
00002011149527T77130H	Family Mer	5/15/2011	$5.85	$5.85	0%	$0.00
00002011149527T77180H	Family Mer	5/16/2011	$10.80	$10.80	0%	$0.00
00002011149527T77180H	Family Mer	5/16/2011	$14.76	$14.76	0%	$0.00
00002011149527T77180H	Family Mer	5/16/2011	$5.63	$5.63	0%	$0.00
00002011149527T77180H	Family Mer	5/16/2011	$8.33	$8.33	0%	$0.00
00002011152501K5840X	Single	5/15/2011	$5.50	$5.50	0%	$0.00
00002011152501K5840X	Single	5/15/2011	$5.50	$5.50	0%	$0.00
00002011152501K5840X	Single	5/15/2011	$5.50	$5.50	0%	$0.00
00002011152501K5840X	Single	5/15/2011	$5.50	$5.50	0%	$0.00
00002011152502J0540X	Single	5/25/2011	$122.99	$122.99	0%	$0.00
00002011152509A7320X	Single	5/15/2011	$5.50	$5.50	0%	$0.00
00002011152509A7320X	Single	5/15/2011	$5.50	$5.50	0%	$0.00
00002011152509A7320X	Single	5/15/2011	$5.50	$5.50	0%	$0.00
00002011152509A7320X	Single	5/15/2011	$5.50	$5.50	0%	$0.00
00002011152509A7320X	Single	5/15/2011	$5.50	$5.50	0%	$0.00
00002011152509A7320X	Single	5/15/2011	$5.50	$5.50	0%	$0.00
00002011152509A7320X	Single	5/15/2011	$5.50	$5.50	0%	$0.00
00002011152509A7320X	Single	5/15/2011	$5.50	$5.50	0%	$0.00
00002011152509A7320X	Single	5/15/2011	$5.50	$5.50	0%	$0.00
00002011152509A7320X	Single	5/15/2011	$5.50	$5.50	0%	$0.00
0000201115450897H70X	Family Sub	4/7/2011	$117.18	$117.18	0%	$0.00
0000201115450898H50X	Family Sub	4/7/2011	$68.99	$68.99	0%	$0.00
00002011152505N2940X	Single	5/27/2011	$498.82	$498.82	0%	$0.00
00002011152508E5190X	Single	5/27/2011	$40.87	$40.87	0%	$0.00
0000201115450376E50X	Single	5/24/2011	$42.00	$42.00	0%	$0.00
0000201115450376E50X	Single	5/24/2011	$4.87	$4.87	0%	$0.00
00002011153503867W0X	Single	5/31/2011	$40.87	$40.87	0%	$0.00
0000201115450159B20X	Family Mer	5/27/2011	$40.87	$40.87	0%	$0.00
0000201115450159B20X	Family Mer	5/27/2011	$16.73	$16.73	0%	$0.00
0000201115450159B20X	Family Mer	5/27/2011	$12.73	$12.73	0%	$0.00
0000201115450159B20X	Family Mer	5/27/2011	$12.73	$12.73	0%	$0.00
0000201115450744D00X	Family Mer	5/26/2011	$43.01	$43.01	0%	$0.00
0000201113603010040C	Single	4/13/2011	$100.89	$100.89	0%	$0.00
0000201113603010040C	Single	4/13/2011	$42.87	$42.87	0%	$0.00
0000201113603010040C	Single	4/13/2011	$19.15	$19.15	0%	$0.00
0000201113603010040C	Single	4/13/2011	$19.15	$19.15	0%	$0.00
0000201113603010040C	Single	4/13/2011	$53.44	$53.44	0%	$0.00
0000201113603010040C	Single	4/13/2011	$21.00	$21.00	0%	$0.00
0000201113950074 6E0X	Family Mer	5/12/2011	$10.72	$10.72	0%	$0.00
0000201113950074 6E0X	Family Mer	5/12/2011	$13.35	$13.35	0%	$0.00
0000201113950074 6E0X	Family Mer	5/12/2011	$17.43	$17.43	0%	$0.00
0000201113950074 6E0X	Family Mer	5/12/2011	$5.52	$5.52	0%	$0.00
0000201113950074 6E0X	Family Mer	5/12/2011	$3.45	$3.45	0%	$0.00
0000201113950074 6E0X	Family Mer	5/12/2011	$4.39	$4.39	0%	$0.00
0000201113950074 6E0X	Family Mer	5/12/2011	$8.98	$8.98	0%	$0.00
0000201113950074 6E0X	Family Mer	5/12/2011	$3.36	$3.36	0%	$0.00

00002011139500746E0X	Family Mer	5/12/2011	$7.94	$7.94	0%	$0.00
00002011139500746E0X	Family Mer	5/12/2011	$16.32	$16.32	0%	$0.00
00002011139500746E0X	Family Mer	5/12/2011	$8.25	$8.25	0%	$0.00
00002011153500779V0X	Family Mer	5/31/2011	$40.87	$40.87	0%	$0.00
0000201115450579D10X	Family Mer	4/29/2011	$73.07	$73.07	0%	$0.00
0000201115450251B10X	Family Mer	5/31/2011	$40.87	$40.87	0%	$0.00
0000201115450251B10X	Family Mer	5/31/2011	$18.62	$18.62	0%	$0.00
0000201115450251B10X	Family Mer	5/31/2011	$12.73	$12.73	0%	$0.00
0000201115450251B10X	Family Mer	5/31/2011	$8.25	$8.25	0%	$0.00
0000201115450584D10X	Single	4/26/2011	$100.58	$100.58	0%	$0.00
00002011152504E4000X	Single	5/26/2011	$33.95	$33.95	0%	$0.00
00002011152504E4000X	Single	5/26/2011	$40.87	$40.87	0%	$0.00
0000201115453044550T	Single	5/17/2011	$40.87	$40.87	0%	$0.00
0000201115453044550T	Single	5/17/2011	$25.55	$25.55	0%	$0.00
0000201115453044550T	Single	5/17/2011	$10.12	$10.12	0%	$0.00
0000201115453044550T	Single	5/17/2011	$25.55	$25.55	0%	$0.00
0000201115453044550T	Single	5/17/2011	$0.69	$0.69	0%	$0.00
0000201115453044550T	Single	5/17/2011	$25.55	$25.55	0%	$0.00
0000201115453044550T	Single	5/17/2011	$0.45	$0.45	0%	$0.00
000020111545027X780X	Family Sub	5/19/2011	$40.87	$40.87	0%	$0.00
0000201115350C60670X	Single	5/26/2011	$7.28	$7.28	0%	$0.00
0000201115350C60670X	Single	5/26/2011	$4.37	$4.37	0%	$0.00
0000201115350C60670X	Single	5/26/2011	$7.30	$7.30	0%	$0.00
0000201115350963 3Z0X	Single	5/26/2011	$40.87	$40.87	0%	$0.00
000020111545072Y910X	Family Sub	4/25/2011	$73.07	$73.07	0%	$0.00
000020111545072Y910X	Family Sub	4/25/2011	$27.59	$27.59	0%	$0.00
000020111545072Y910X	Family Sub	4/25/2011	$8.25	$8.25	0%	$0.00
0000201115450342D90X	Family Sub	5/31/2011	$66.92	$66.92	0%	$0.00
00002011152502L7970X	Single	5/27/2011	$37.23	$37.23	0%	$0.00
0000201115350A24970X	Single	4/29/2011	$2.10	$2.10	0%	$0.00
0000201115350A24970X	Single	4/29/2011	$3.85	$3.85	0%	$0.00
0000201115350A24970X	Single	4/29/2011	$3.85	$3.85	0%	$0.00
0000201115350A24970X	Single	4/30/2011	$2.10	$2.10	0%	$0.00
0000201115350A24970X	Single	4/30/2011	$3.85	$3.85	0%	$0.00
0000201115350A24970X	Single	4/30/2011	$3.85	$3.85	0%	$0.00
0000201115350A24970X	Single	4/30/2011	$3.85	$3.85	0%	$0.00
0000201115350A24970X	Single	4/30/2011	$3.85	$3.85	0%	$0.00
0000201115350A24970X	Single	5/4/2011	$2.10	$2.10	0%	$0.00
0000201115350A24970X	Single	5/4/2011	$3.85	$3.85	0%	$0.00
0000201115350A68240X	Family Mer	5/23/2011	$34.88	$34.88	0%	$0.00
0000201115450580D30X	Single	4/22/2011	$73.07	$73.07	0%	$0.00
00002011153502242V0X	Family Mer	3/9/2011	$40.87	$40.87	0%	$0.00
00002011153502242V0X	Family Mer	3/9/2011	$8.25	$8.25	0%	$0.00
00002011153502242V0X	Family Mer	3/9/2011	$14.50	$14.50	0%	$0.00
00002011153502242V0X	Family Mer	3/9/2011	$0.01	$0.01	0%	$0.00
00002011153502242V0X	Family Mer	3/9/2011	$21.71	$21.71	0%	$0.00
00002011153502242V0X	Family Mer	3/9/2011	$0.01	$0.01	0%	$0.00
00002011153502242V0X	Family Mer	3/9/2011	$0.01	$0.01	0%	$0.00
00002011152509C9380X	Single	5/26/2011	$127.00	$127.00	0%	$0.00
00002011152509C9380X	Single	5/26/2011	$25.55	$25.55	0%	$0.00
00002011152509C9380X	Single	5/26/2011	$1.13	$1.13	0%	$0.00
0000201115350B88690X	Single	5/30/2011	$0.55	$0.55	0%	$0.00

0000201115350B88690X	Single	5/30/2011	$10.12	$10.12	0%	$0.00
0000201115350B88690X	Single	5/30/2011	$60.26	$60.26	0%	$0.00
0000201115450443H30X	Single	5/23/2011	$12.57	$12.57	0%	$0.00
0000201115450443H30X	Single	5/23/2011	$8.76	$8.76	0%	$0.00
0000201115450443H30X	Single	5/23/2011	$16.32	$16.32	0%	$0.00
0000201115450443H30X	Single	5/23/2011	$2.71	$2.71	0%	$0.00
0000201115450443H30X	Single	5/23/2011	$3.00	$3.00	0%	$0.00
0000201115450452E50X	Single	5/20/2011	$59.43	$59.43	0%	$0.00
00002011152502K8080X	Single	5/23/2011	$15.16	$15.16	0%	$0.00
0000201114752727B90H	Single	5/2/2011	$16.83	$16.83	0%	$0.00
0000201114752727B90H	Single	5/2/2011	$0.61	$0.61	0%	$0.00
0000201114752727B90H	Single	5/2/2011	$1.95	$1.95	0%	$0.00
00002011152504J3320X	Single	5/25/2011	$30.99	$30.99	0%	$0.00
00002011152504J3320X	Single	5/25/2011	$8.88	$8.88	0%	$0.00
00002011152504J3320X	Single	5/25/2011	$5.25	$5.25	0%	$0.00
00002011152504J3320X	Single	5/25/2011	$43.43	$43.43	0%	$0.00
00002011152504J3320X	Single	5/25/2011	$30.06	$30.06	0%	$0.00
00002011152504J3320X	Single	5/25/2011	$3.36	$3.36	0%	$0.00
00002011152504J3320X	Single	5/25/2011	$13.02	$13.02	0%	$0.00
00002011152504J3320X	Single	5/25/2011	$9.27	$9.27	0%	$0.00
00002011152504J3320X	Single	5/25/2011	$8.76	$8.76	0%	$0.00
00002011152504J3320X	Single	5/25/2011	$11.76	$11.76	0%	$0.00
00002011152504J3320X	Single	5/25/2011	$13.35	$13.35	0%	$0.00
00002011152504J3320X	Single	5/25/2011	$34.87	$34.87	0%	$0.00
00002011152504J3320X	Single	5/25/2011	$3.00	$3.00	0%	$0.00
00002011152504J3320X	Single	5/25/2011	$65.46	$65.46	0%	$0.00
00002011152504J3320X	Single	5/25/2011	$8.34	$8.34	0%	$0.00
00002011152504Q9050X	Single	5/25/2011	$5.52	$5.52	0%	$0.00
00002011152504Q9050X	Single	5/25/2011	$3.45	$3.45	0%	$0.00
00002011152504Q9050X	Single	5/25/2011	$4.39	$4.39	0%	$0.00
00002011545026S110X	Single	5/25/2011	$39.64	$39.64	0%	$0.00
00002011153500757K0X	Single	5/19/2011	$743.22	$743.22	0%	$0.00
00002011545076V500X	Single	5/10/2011	$3.00	$3.00	0%	$0.00
00002011545076V500X	Single	5/10/2011	$5.50	$5.50	0%	$0.00
00002011545076V500X	Single	5/10/2011	$5.50	$5.50	0%	$0.00
00002011545076V500X	Single	5/10/2011	$5.50	$5.50	0%	$0.00
00002011545076V500X	Single	5/10/2011	$5.50	$5.50	0%	$0.00
00002011545076V500X	Single	5/10/2011	$5.50	$5.50	0%	$0.00
00002011545076V500X	Single	5/10/2011	$5.50	$5.50	0%	$0.00
00002011545076V500X	Single	5/10/2011	$11.00	$11.00	0%	$0.00
00002011545076V500X	Single	5/10/2011	$5.50	$5.50	0%	$0.00
00002011545076V500X	Single	5/11/2011	$3.00	$3.00	0%	$0.00
00002011545081Y540X	Single	5/12/2011	$133.26	$133.26	0%	$0.00
00002011152507D4370X	Family Mer	5/25/2011	$14.09	$14.09	0%	$0.00
0000201115350C50150X	Family Mer	5/16/2011	$40.87	$40.87	0%	$0.00
00002011545072Y960X	Single	5/10/2011	$73.07	$73.07	0%	$0.00
00002011545072Y960X	Single	5/10/2011	$14.45	$14.45	0%	$0.00
00002011545072Y960X	Single	5/10/2011	$2.38	$2.38	0%	$0.00
00002011545072Y960X	Single	5/10/2011	$0.69	$0.69	0%	$0.00
00002011545072Y960X	Single	5/10/2011	$25.55	$25.55	0%	$0.00
00002011152502K8580X	Single	5/23/2011	$61.17	$61.17	0%	$0.00
00002011152508C3740X	Single	5/13/2011	$40.87	$40.87	0%	$0.00

00002011152508C3740X	Single	5/13/2011	$3.00	$3.00	0%	$0.00
0000201115212001710C	Single	4/29/2011	$175.00	$175.00	0%	$0.00
00002011152501N5830X	Single	5/20/2011	$73.07	$73.07	0%	$0.00
0000201115212001300C	Family Sub	4/25/2011	$101.00	$101.00	0%	$0.00
0000201115212001300C	Family Sub	4/25/2011	$85.00	$85.00	0%	$0.00
0000201115212001300C	Family Sub	4/25/2011	$82.00	$82.00	0%	$0.00
00002011152501K4710X	Family Mer	########	$36.38	$36.38	0%	$0.00
00002011152501K4710X	Family Mer	########	$7.58	$7.58	0%	$0.00
00002011152509A5370X	Family Mer	11/3/2010	$64.57	$64.57	0%	$0.00
00002011152509A5370X	Family Mer	11/3/2010	$7.28	$7.28	0%	$0.00
00002011152509A5490X	Family Mer	11/1/2010	$25.76	$25.76	0%	$0.00
00002011152509A5710X	Family Mer	11/1/2010	$62.75	$62.75	0%	$0.00
00002011152509A5710X	Family Mer	11/1/2010	$50.92	$50.92	0%	$0.00
0000201119503536B0X	Single	4/25/2011	$4.33	$4.33	0%	$0.00
0000201139505952E0X	Single	4/5/2011	$30.86	$30.86	0%	$0.00
0000201139505952E0X	Single	4/5/2011	$33.34	$33.34	0%	$0.00
000020111545090T760X	Single	5/26/2011	$73.80	$73.80	0%	$0.00
000020111545090T760X	Single	5/26/2011	$3.00	$3.00	0%	$0.00
0000201115353053840T	Single	5/25/2011	$73.80	$73.80	0%	$0.00
0000201115450584D50X	Family Mer	4/27/2011	$100.58	$100.58	0%	$0.00
0000201153500954Y0X	Single	4/27/2011	$40.87	$40.87	0%	$0.00
0000201153500954Y0X	Single	4/27/2011	$3.00	$3.00	0%	$0.00
00002011152509B7050X	Single	5/27/2011	$73.80	$73.80	0%	$0.00
00002011152509B7050X	Single	5/27/2011	$106.40	$106.40	0%	$0.00
00002011152509B7050X	Single	5/27/2011	$2.71	$2.71	0%	$0.00
00002011152509B7050X	Single	5/27/2011	$6.71	$6.71	0%	$0.00
00002011152509B7050X	Single	5/27/2011	$13.34	$13.34	0%	$0.00
00002011152509B7050X	Single	5/27/2011	$4.14	$4.14	0%	$0.00
00002011152509B7050X	Single	5/27/2011	$34.12	$34.12	0%	$0.00
00002011152509B7050X	Single	5/27/2011	$34.12	$34.12	0%	$0.00
00002011152509B7050X	Single	5/27/2011	$3.00	$3.00	0%	$0.00
0000201115453015860T	Single	5/27/2011	$22.76	$22.76	0%	$0.00
000020111395017 4Y91X	Family Mer	5/17/2011	$30.00	$30.00	0%	$0.00
000020111395017 4Y91X	Family Mer	5/17/2011	$0.00	$0.00	0%	$0.00
000020111395017 4Y91X	Family Mer	5/17/2011	$0.00	$0.00	0%	$0.00
111414387304025	Single	5/21/2011	$160.14	$160.14	0%	$0.00
111474084664007	Family Mer	5/27/2011	$27.14	$27.14	0%	$0.00
111258231618005	Single	5/5/2011	($1.94)	($1.94)	0%	$0.00
111434699042016	Single	5/23/2011	$104.63	$104.63	0%	$0.00
111434705169017	Single	5/23/2011	$90.62	$90.62	0%	$0.00
111434715046011	Single	5/23/2011	$13.51	$13.51	0%	$0.00
111315847033024	Single	5/11/2011	($1.80)	($1.80)	0%	$0.00
111444583927019	Single	5/24/2011	$44.62	$44.62	0%	$0.00
111474191193003	Single	5/27/2011	$42.38	$42.38	0%	$0.00
111474191201003	Single	5/27/2011	$71.74	$71.74	0%	$0.00
111474191207003	Single	5/27/2011	$117.18	$117.18	0%	$0.00
111475552234007	Single	5/27/2011	$58.58	$58.58	0%	$0.00
111453270364018	Single	5/25/2011	$26.12	$26.12	0%	$0.00
111466039688022	Family Mer	5/26/2011	$106.86	$106.86	0%	$0.00
111466292691016	Single	5/26/2011	$39.43	$39.43	0%	$0.00
111456624972004	Single	5/25/2011	$5.55	$5.55	0%	$0.00
111413873400006	Single	5/21/2011	$170.77	$170.77	0%	$0.00

111413873413006	Single	5/21/2011	$115.33	$115.33	0%	$0.00
111413869637013	Family Mer	5/21/2011	$90.80	$90.80	0%	$0.00
111434537855019	Single	5/23/2011	$20.84	$20.84	0%	$0.00
111475869786016	Single	5/27/2011	$181.93	$181.93	0%	$0.00
111443671754006	Single	5/24/2011	$239.21	$239.21	0%	$0.00
111443612496018	Family Mer	5/24/2011	$17.59	$17.59	0%	$0.00
111443612874007	Family Mer	5/24/2011	$30.65	$30.65	0%	$0.00
111415383373021	Single	5/21/2011	$6.01	$6.01	0%	$0.00
111447213741017	Single	5/24/2011	$181.18	$181.18	0%	$0.00
111423637472008	Single	5/22/2011	$41.67	$41.67	0%	$0.00
111445491750004	Single	5/24/2011	$60.53	$60.53	0%	$0.00
111413942729006	Family Mer	5/21/2011	$41.75	$41.75	0%	$0.00
111316036596007	Single	5/11/2011	($115.69)	($115.69)	0%	$0.00
111316038594007	Single	5/11/2011	($170.42)	($170.42)	0%	$0.00
111414672677027	Single	5/21/2011	$14.74	$14.74	0%	$0.00
111413675927010	Single	5/21/2011	$1.70	$1.70	0%	$0.00
111435679333003	Single	5/23/2011	$81.07	$81.07	0%	$0.00
111436376827008	Single	5/23/2011	$86.48	$86.48	0%	$0.00
111466533648003	Single	5/26/2011	$92.47	$92.47	0%	$0.00
111477593545017	Family Mer	5/27/2011	$233.39	$233.39	0%	$0.00
111434655682018	Single	5/23/2011	$17.63	$17.63	0%	$0.00
111465418062017	Family Mer	5/26/2011	$34.17	$34.17	0%	$0.00
111456805621016	Single	5/25/2011	$70.81	$70.81	0%	$0.00
111456809607014	Single	5/25/2011	$20.05	$20.05	0%	$0.00
111473750355014	Single	5/27/2011	$343.49	$343.49	0%	$0.00
111326483090023	Single	5/12/2011	($0.47)	($0.47)	0%	$0.00
111443916304011	Family Mer	5/24/2011	$0.69	$0.69	0%	$0.00
111443911535023	Family Mer	5/24/2011	$9.10	$9.10	0%	$0.00
111443913558005	Family Mer	5/24/2011	$1.08	$1.08	0%	$0.00
111435927581017	Single	5/23/2011	$14.17	$14.17	0%	$0.00
111478246238005	Single	5/27/2011	$0.09	$0.09	0%	$0.00
111474827878028	Single	5/27/2011	$1.71	$1.71	0%	$0.00
111474831318015	Single	5/27/2011	$228.44	$228.44	0%	$0.00
111434938503002	Single	5/23/2011	$116.83	$116.83	0%	$0.00
111435036688004	Family Mer	5/23/2011	$40.90	$40.90	0%	$0.00
111476180305027	Family Mer	5/27/2011	$2.30	$2.30	0%	$0.00
111343319399021	Single	5/14/2011	($367.97)	($367.97)	0%	$0.00
111366268361024	Single	5/16/2011	($409.50)	($409.50)	0%	$0.00
111466332957010	Single	5/26/2011	$409.50	$409.50	0%	$0.00
111415390678026	Single	5/21/2011	$71.39	$71.39	0%	$0.00
111456659231023	Family Mer	5/25/2011	$86.82	$86.82	0%	$0.00
111471127364023	Single	5/27/2011	$14.99	$14.99	0%	$0.00
111463898657016	Single	5/26/2011	$9.56	$9.56	0%	$0.00
111463948860009	Single	5/26/2011	$71.47	$71.47	0%	$0.00
111433387423016	Family Mer	5/23/2011	$361.51	$361.51	0%	$0.00
111453505601018	Single	5/25/2011	$1,092.79	$1,092.79	0%	$0.00
111453507009007	Single	5/25/2011	$774.18	$774.18	0%	$0.00
111453507788018	Single	5/25/2011	$977.89	$977.89	0%	$0.00
111453508842027	Single	5/25/2011	$247.59	$247.59	0%	$0.00
111446110625011	Single	5/24/2011	$16.38	$16.38	0%	$0.00
111446113694014	Single	5/24/2011	$26.42	$26.42	0%	$0.00
111414905441012	Family Mer	5/21/2011	$27.55	$27.55	0%	$0.00

111414905867002	Family Mer	5/21/2011	$57.99	$57.99	0%	$0.00
111445019858004	Family Mer	5/24/2011	$42.13	$42.13	0%	$0.00
111445019965022	Family Mer	5/24/2011	$44.88	$44.88	0%	$0.00
111413716122014	Single	5/21/2011	$59.70	$59.70	0%	$0.00
111433337323021	Single	5/23/2011	$20.67	$20.67	0%	$0.00
111456329798017	Family Mer	5/25/2011	$48.34	$48.34	0%	$0.00
111433453713015	Single	5/23/2011	$57.30	$57.30	0%	$0.00
111434119153020	Single	5/23/2011	$106.51	$106.51	0%	$0.00
111413270662018	Single	5/21/2011	$59.83	$59.83	0%	$0.00
111475653703029	Single	5/27/2011	$38.32	$38.32	0%	$0.00
111474298438021	Single	5/27/2011	$14.75	$14.75	0%	$0.00
111367588093017	Single	5/16/2011	($156.64)	($156.64)	0%	$0.00
111414785544020	Single	5/21/2011	$138.98	$138.98	0%	$0.00
111434516415005	Single	5/23/2011	$2.63	$2.63	0%	$0.00
111473626039014	Single	5/27/2011	$5.68	$5.68	0%	$0.00
111472659717022	Single	5/27/2011	$79.32	$79.32	0%	$0.00
111478078163013	Single	5/27/2011	$196.30	$196.30	0%	$0.00
111421125946006	Single	5/22/2011	$367.00	$367.00	0%	$0.00
111441127267022	Single	5/24/2011	$7.81	$7.81	0%	$0.00
111441129692006	Single	5/24/2011	$128.34	$128.34	0%	$0.00
111455255132005	Single	5/25/2011	$15.71	$15.71	0%	$0.00
111454236342029	Single	5/25/2011	$5.70	$5.70	0%	$0.00
111454245800009	Single	5/25/2011	$4.29	$4.29	0%	$0.00
111435316666021	Single	5/23/2011	$2.40	$2.40	0%	$0.00
111455949706003	Single	5/25/2011	$0.89	$0.89	0%	$0.00
111475050689019	Single	5/27/2011	$156.96	$156.96	0%	$0.00
111463410722023	Single	5/26/2011	$86.86	$86.86	0%	$0.00
111456618281019	Family Mer	5/25/2011	$30.71	$30.71	0%	$0.00
111456619938020	Family Mer	5/25/2011	$676.22	$676.22	0%	$0.00
111414509391009	Single	5/21/2011	$377.03	$377.03	0%	$0.00
111450119119022	Single	5/24/2011	$61.99	$61.99	0%	$0.00
111456532860027	Single	5/25/2011	$370.79	$370.79	0%	$0.00
111474632150004	Single	5/27/2011	$219.05	$219.05	0%	$0.00
111474632190004	Single	5/27/2011	$8.90	$8.90	0%	$0.00
111474632196004	Single	5/27/2011	$116.83	$116.83	0%	$0.00
111475520705021	Single	5/27/2011	$13.04	$13.04	0%	$0.00
111413983281003	Single	5/21/2011	$93.86	$93.86	0%	$0.00
111443785241001	Single	5/24/2011	$27.74	$27.74	0%	$0.00
111476492032020	Single	5/27/2011	$27.22	$27.22	0%	$0.00
111453457950004	Single	5/25/2011	$2.87	$2.87	0%	$0.00
111464400370027	Single	5/26/2011	$17.38	$17.38	0%	$0.00
111476815373015	Family Mer	5/27/2011	$30.75	$30.75	0%	$0.00
111454346527005	Family Mer	5/25/2011	$13.82	$13.82	0%	$0.00
111434161212005	Single	5/23/2011	$116.93	$116.93	0%	$0.00
111434162789006	Single	5/23/2011	$63.94	$63.94	0%	$0.00
111476436063011	Single	5/27/2011	$111.23	$111.23	0%	$0.00
111414651182015	Single	5/21/2011	$474.14	$474.14	0%	$0.00
111436195692003	Single	5/23/2011	$62.03	$62.03	0%	$0.00
111376317922030	Single	5/17/2011	($107.83)	($107.83)	0%	$0.00
111474351133025	Single	5/27/2011	$38.37	$38.37	0%	$0.00
111458330782004	Single	5/25/2011	$160.47	$160.47	0%	$0.00
111413524760012	Single	5/21/2011	$181.63	$181.63	0%	$0.00

111444157239028	Family Mer	5/24/2011	$26.28	$26.28	0%	$0.00
111444157933023	Family Mer	5/24/2011	$12.31	$12.31	0%	$0.00
111413798605022	Family Mer	5/21/2011	$3.32	$3.32	0%	$0.00
111413799114009	Family Mer	5/21/2011	$1.02	$1.02	0%	$0.00
111153476029008	Single	4/25/2011	($139.46)	($139.46)	0%	$0.00
111153481654016	Single	4/25/2011	($20.59)	($20.59)	0%	$0.00
111153489032013	Single	4/25/2011	($176.90)	($176.90)	0%	$0.00
111153492088023	Single	4/25/2011	($362.56)	($362.56)	0%	$0.00
111466728799027	Single	5/26/2011	$2.78	$2.78	0%	$0.00
111466728821027	Single	5/26/2011	$7.86	$7.86	0%	$0.00
111466728827027	Single	5/26/2011	$116.22	$116.22	0%	$0.00
111475712131025	Family Mer	5/27/2011	$0.91	$0.91	0%	$0.00
111475700133007	Family Mer	5/27/2011	$0.91	$0.91	0%	$0.00
111426427355029	Family Mer	5/22/2011	$119.67	$119.67	0%	$0.00
111413192321012	Single	5/21/2011	$93.77	$93.77	0%	$0.00
111463523748018	Single	5/26/2011	$1,748.43	$1,748.43	0%	$0.00
111458630345002	Single	5/25/2011	$4.74	$4.74	0%	$0.00
111442421420024	Single	5/24/2011	$18.02	$18.02	0%	$0.00
111443517476021	Single	5/24/2011	$200.85	$200.85	0%	$0.00
111465424848002	Single	5/26/2011	$2.47	$2.47	0%	$0.00
111464687209011	Single	5/26/2011	$50.44	$50.44	0%	$0.00
111464691323018	Single	5/26/2011	$7.96	$7.96	0%	$0.00
111474516434026	Single	5/27/2011	$160.28	$160.28	0%	$0.00
111334775688024	Single	5/13/2011	($368.32)	($368.32)	0%	$0.00
111414994543004	Single	5/21/2011	$6.67	$6.67	0%	$0.00
111415063075022	Single	5/21/2011	$59.54	$59.54	0%	$0.00
111415063080022	Single	5/21/2011	$116.93	$116.93	0%	$0.00
111454027637026	Single	5/25/2011	$256.31	$256.31	0%	$0.00
111436683531005	Single	5/23/2011	$22.50	$22.50	0%	$0.00
111446633064022	Family Mer	5/24/2011	$11.56	$11.56	0%	$0.00
111434875588025	Single	5/23/2011	$23.92	$23.92	0%	$0.00
111425366220015	Single	5/22/2011	$15.39	$15.39	0%	$0.00
111425374461026	Single	5/22/2011	$37.99	$37.99	0%	$0.00
111463640927014	Family Mer	5/26/2011	$119.94	$119.94	0%	$0.00
111435219868012	Single	5/23/2011	$160.28	$160.28	0%	$0.00
111445517381022	Family Mer	5/24/2011	$20.45	$20.45	0%	$0.00
111475517708016	Single	5/27/2011	$95.61	$95.61	0%	$0.00
111473310747001	Single	5/27/2011	$90.78	$90.78	0%	$0.00
111473313547022	Single	5/27/2011	$192.40	$192.40	0%	$0.00
111436027811019	Single	5/23/2011	$159.45	$159.45	0%	$0.00
111446217907001	Single	5/24/2011	$90.89	$90.89	0%	$0.00
111463927431018	Single	5/26/2011	$2.63	$2.63	0%	$0.00
111444521401023	Family Mer	5/24/2011	$3.52	$3.52	0%	$0.00
111444521414023	Family Mer	5/24/2011	$1.36	$1.36	0%	$0.00
111434058904015	Single	5/23/2011	$80.43	$80.43	0%	$0.00
111454626455026	Single	5/25/2011	$85.06	$85.06	0%	$0.00
111380056215003	Single	5/18/2011	($36.53)	($36.53)	0%	$0.00
111457784696026	Single	5/25/2011	$1.72	$1.72	0%	$0.00
111411849292026	Family Mer	5/21/2011	$13.97	$13.97	0%	$0.00
111418206106004	Family Mer	5/21/2011	$59.46	$59.46	0%	$0.00
111463789937027	Family Mer	5/26/2011	$111.41	$111.41	0%	$0.00
111455466536024	Single	5/25/2011	$20.05	$20.05	0%	$0.00

111463704921008	Family Mer	5/26/2011	$240.54	$240.54	0%	$0.00
111464534849009	Family Mer	5/26/2011	$115.69	$115.69	0%	$0.00
111436165129002	Single	5/23/2011	$321.91	$321.91	0%	$0.00
111443529670002	Single	5/24/2011	$163.37	$163.37	0%	$0.00
111443535754009	Single	5/24/2011	$195.47	$195.47	0%	$0.00
111414621813028	Single	5/21/2011	$60.00	$60.00	0%	$0.00
111414800510016	Single	5/21/2011	$159.64	$159.64	0%	$0.00
111406072773021	Single	5/20/2011	($181.58)	($181.58)	0%	$0.00
111416508322006	Single	5/21/2011	$395.81	$395.81	0%	$0.00
111363610367001	Single	5/16/2011	($116.67)	($116.67)	0%	$0.00
111363617767008	Single	5/16/2011	($7.05)	($7.05)	0%	$0.00
111446209411005	Single	5/24/2011	$67.55	$67.55	0%	$0.00
111425153126001	Single	5/22/2011	$116.83	$116.83	0%	$0.00
111425154570025	Single	5/22/2011	$108.74	$108.74	0%	$0.00
111365976167021	Family Mer	5/16/2011	($119.84)	($119.84)	0%	$0.00
111433504946013	Family Mer	5/23/2011	$115.64	$115.64	0%	$0.00
111453506933005	Single	5/25/2011	$160.28	$160.28	0%	$0.00
111455134624005	Single	5/25/2011	$0.41	$0.41	0%	$0.00
111446159283029	Family Mer	5/24/2011	$44.72	$44.72	0%	$0.00
111446369362012	Family Mer	5/24/2011	$37.07	$37.07	0%	$0.00
111443606983020	Family Mer	5/24/2011	$10.06	$10.06	0%	$0.00
111435649526025	Single	5/23/2011	$356.28	$356.28	0%	$0.00
111313940299003	Single	5/11/2011	($71.18)	($71.18)	0%	$0.00
111361115364027	Single	5/16/2011	($11.51)	($11.51)	0%	$0.00
111415710296003	Single	5/21/2011	$82.31	$82.31	0%	$0.00
111445985018020	Single	5/24/2011	$7.73	$7.73	0%	$0.00
111457021811016	Single	5/25/2011	$274.84	$274.84	0%	$0.00
111476875399001	Family Mer	5/27/2011	$119.67	$119.67	0%	$0.00
111474600861021	Single	5/27/2011	$448.99	$448.99	0%	$0.00
111474569406007	Single	5/27/2011	$12.33	$12.33	0%	$0.00
111446025575023	Single	5/24/2011	$2.07	$2.07	0%	$0.00
BASIC PLAN:			$43,009.16	$43,009.16	0%	$0.00

0000201115350685V40X	Single	4/14/2011	$1,404.75	$1,404.75	0%	$0.00
0000201114952T28910H	Family Mer	5/17/2011	$127.51	$127.51	0%	$0.00
0000201114952T28910H	Family Mer	5/17/2011	$3.07	$3.07	0%	$0.00
0000201115350818W10X	Family Mer	5/18/2011	$2,833.02	$2,833.02	0%	$0.00
000020111545054F100X	Family Mer	5/24/2011	$4,518.46	$4,518.46	0%	$0.00
0000201115350780W30X	Single	5/23/2011	$288.50	$288.50	0%	$0.00
000020111545056F760X	Single	5/25/2011	$24.75	$24.75	0%	$0.00
0000201115250Q84670X	Family Sub	5/22/2011	$823.32	$823.32	0%	$0.00
00002011125506V8660X	Family Mer	4/30/2011	$1,708.52	$1,708.52	0%	$0.00
000020111545094D490X	Single	5/28/2011	$1,864.09	$1,864.09	0%	$0.00
0000201115250P64810X	Family Sub	5/21/2011	$4,106.51	$4,106.51	0%	$0.00
000020111545094D590X	Family Mer	5/28/2011	$1,864.06	$1,864.06	0%	$0.00
000020111395799J220X	Family Mer	4/1/2011	$587.21	$587.21	0%	$0.00
0000201115350640V80X	Single	5/15/2011	$4,350.61	$4,350.61	0%	$0.00

0000201115350801W30X	Single	5/28/2011	$175.00	$175.00	0%	$0.00
0000201115350780W60X	Single	5/28/2011	$1,904.32	$1,904.32	0%	$0.00
0000201115350745V10X	Family Mer	5/27/2011	$2,330.00	$2,330.00	0%	$0.00
0000201115350319V90X	Single	5/25/2011	$2,629.79	$2,629.79	0%	$0.00
00002011152579490S0X	Family Sub	3/29/2011	$44.87	$44.87	0%	$0.00
00002011137508P3960X	Family Mer	5/7/2011	$4,704.75	$4,704.75	0%	$0.00
00002011151502X8140X	Family Mer	5/25/2011	$1,864.01	$1,864.01	0%	$0.00
000020111545057F540X	Single	5/24/2011	$386.95	$386.95	0%	$0.00
0000201115450472G20X	Family Mer	5/31/2011	$45.87	$45.87	0%	$0.00
0000201115450472G20X	Family Mer	5/31/2011	$35.47	$35.47	0%	$0.00
000020111545051Y950X	Single	5/11/2011	$110.77	$110.77	0%	$0.00
000020111545051Y950X	Single	5/11/2011	$56.72	$56.72	0%	$0.00
00002011153504365T0X	Single	4/28/2011	$85.71	$85.71	0%	$0.00
00002011153504365T0X	Single	4/28/2011	$7.55	$7.55	0%	$0.00
00002011152505N6270X	Family Sub	5/27/2011	$87.36	$87.36	0%	$0.00
00002011152505N6270X	Family Sub	5/27/2011	$8.25	$8.25	0%	$0.00
00002011152505N6270X	Family Sub	5/27/2011	$4.16	$4.16	0%	$0.00
00002011152505N6270X	Family Sub	5/27/2011	$13.02	$13.02	0%	$0.00
00002011152505N6270X	Family Sub	5/27/2011	$16.32	$16.32	0%	$0.00
00002011152505N6270X	Family Sub	5/27/2011	$13.78	$13.78	0%	$0.00
00002011152505N6270X	Family Sub	5/27/2011	$8.76	$8.76	0%	$0.00
00002011152505N6270X	Family Sub	5/27/2011	$23.82	$23.82	0%	$0.00
00002011152505N6270X	Family Sub	5/27/2011	$3.00	$3.00	0%	$0.00
00002011152509E1600X	Family Sub	5/27/2011	$48.26	$48.26	0%	$0.00
00002011152509E1600X	Family Sub	5/27/2011	$5.03	$5.03	0%	$0.00
00002011152509E1600X	Family Sub	5/27/2011	$4.45	$4.45	0%	$0.00
0000201115450976F40X	Family Sub	5/27/2011	$15.30	$15.30	0%	$0.00
0000201115450976F40X	Family Sub	5/27/2011	$8.80	$8.80	0%	$0.00
0000201115450560E20X	Family Sub	4/27/2011	$4.40	$4.40	0%	$0.00
0000201115450560E20X	Family Sub	4/27/2011	$4.40	$4.40	0%	$0.00
000020111545033S520X	Family Sub	5/27/2011	$39.64	$39.64	0%	$0.00
00002011153501488K0X	Single	5/31/2011	$94.09	$94.09	0%	$0.00
00002011153501488K0X	Single	5/31/2011	$6.20	$6.20	0%	$0.00
0000201115453014050T	Single	5/31/2011	$17.23	$17.23	0%	$0.00
00002011153505517Y0X	Family Mer	5/28/2011	$78.80	$78.80	0%	$0.00
00002011153505517Y0X	Family Mer	5/28/2011	$8.25	$8.25	0%	$0.00
00002011153505517Y0X	Family Mer	5/28/2011	$3.00	$3.00	0%	$0.00
00002011153505517Y0X	Family Mer	5/28/2011	$12.73	$12.73	0%	$0.00
00002011153505517Y0X	Family Mer	5/28/2011	$10.12	$10.12	0%	$0.00
00002011153505517Y0X	Family Mer	5/28/2011	$0.02	$0.02	0%	$0.00
00002011153505517Y0X	Family Mer	5/28/2011	$25.55	$25.55	0%	$0.00
0000201115450583D60X	Family Mer	4/22/2011	$78.07	$78.07	0%	$0.00
00002011153053048880T	Family Mer	5/18/2011	$5.50	$5.50	0%	$0.00
00002011153053048880T	Family Mer	5/18/2011	$5.50	$5.50	0%	$0.00
00002011153053048880T	Family Mer	5/18/2011	$5.50	$5.50	0%	$0.00
00002011153053048880T	Family Mer	5/18/2011	$5.50	$5.50	0%	$0.00
00002011153053048880T	Family Mer	5/18/2011	$5.50	$5.50	0%	$0.00
0000201115453050840T	Family Mer	5/20/2011	$4.40	$4.40	0%	$0.00
0000201115453050840T	Family Mer	5/20/2011	$4.40	$4.40	0%	$0.00
0000201115453050840T	Family Mer	5/20/2011	$4.40	$4.40	0%	$0.00
0000201115453050840T	Family Mer	5/23/2011	$4.40	$4.40	0%	$0.00
0000201115453050840T	Family Mer	5/23/2011	$4.40	$4.40	0%	$0.00

0000201115453050840T	Family Mer	5/23/2011	$4.40	$4.40	0%	$0.00
0000201115453050840T	Family Mer	5/25/2011	$4.40	$4.40	0%	$0.00
0000201115450141G50X	Family Sub	5/31/2011	$45.87	$45.87	0%	$0.00
0000201115450357H20X	Family Sub	5/24/2011	$10.27	$10.27	0%	$0.00
0000201115450357H20X	Family Sub	5/24/2011	$13.02	$13.02	0%	$0.00
0000201115450360H20X	Family Sub	5/24/2011	$98.80	$98.80	0%	$0.00
0000201115450585A10X	Family Sub	5/24/2011	$8.55	$8.55	0%	$0.00
0000201115450585A10X	Family Sub	5/24/2011	$25.00	$25.00	0%	$0.00
0000201115450585A10X	Family Sub	5/24/2011	$2.17	$2.17	0%	$0.00
0000201115450667E30X	Family Sub	5/27/2011	$268.08	$268.08	0%	$0.00
0000201115450667E30X	Family Sub	5/27/2011	$133.87	$133.87	0%	$0.00
0000201115450667E30X	Family Sub	5/27/2011	$938.90	$938.90	0%	$0.00
0000201115450667E30X	Family Sub	5/27/2011	$763.56	$763.56	0%	$0.00
0000201115450667E30X	Family Sub	5/27/2011	$113.36	$113.36	0%	$0.00
0000201115450667E30X	Family Sub	5/27/2011	$1.20	$1.20	0%	$0.00
0000201115450667E30X	Family Sub	5/27/2011	$1.86	$1.86	0%	$0.00
0000201115450667E30X	Family Sub	5/27/2011	$3.32	$3.32	0%	$0.00
00002011152501Q7130X	Family Sub	5/26/2011	$78.07	$78.07	0%	$0.00
00002011152501Q7130X	Family Sub	5/26/2011	$21.58	$21.58	0%	$0.00
00002011152501Q7130X	Family Sub	5/26/2011	$23.97	$23.97	0%	$0.00
0000201115350938 9Y0X	Family Sub	5/24/2011	$130.90	$130.90	0%	$0.00
0000201115112060600C	Family Mer	5/24/2011	$65.87	$65.87	0%	$0.00
0000201115350967 1P0X	Family Sub	5/25/2011	$78.80	$78.80	0%	$0.00
00002011152503L9390X	Single	5/27/2011	$45.87	$45.87	0%	$0.00
00002011152503L9390X	Single	5/27/2011	$2.71	$2.71	0%	$0.00
0000201115450 66Y660X	Family Sub	5/24/2011	$45.87	$45.87	0%	$0.00
0000201115450 66Y660X	Family Sub	5/24/2011	$13.02	$13.02	0%	$0.00
0000201115450 66Y660X	Family Sub	5/24/2011	$3.00	$3.00	0%	$0.00
0000201113650283 4U0X	Single	3/23/2011	$76.21	$76.21	0%	$0.00
0000201113650283 4U0X	Single	3/23/2011	$76.21	$76.21	0%	$0.00
0000201113650283 4U0X	Single	3/23/2011	$76.21	$76.21	0%	$0.00
0000201113650283 4U0X	Single	3/23/2011	$76.21	$76.21	0%	$0.00
0000201115253032610T	Single	5/16/2011	$162.52	$162.52	0%	$0.00
0000201115450470G10X	Family Mer	5/31/2011	$45.87	$45.87	0%	$0.00
0000201115450470G10X	Family Mer	5/31/2011	$5.52	$5.52	0%	$0.00
0000201115450470G10X	Family Mer	5/31/2011	$25.55	$25.55	0%	$0.00
0000201115450215J70X	Single	5/27/2011	$7.17	$7.17	0%	$0.00
0000201115450215J70X	Single	5/27/2011	$65.46	$65.46	0%	$0.00
0000201115450215J70X	Single	5/27/2011	$7.64	$7.64	0%	$0.00
0000201115450382C20X	Single	5/27/2011	$35.99	$35.99	0%	$0.00
00002011152505L2950X	Single	5/25/2011	$132.00	$132.00	0%	$0.00
0000201115350517 9V0X	Single	5/20/2011	$197.37	$197.37	0%	$0.00
00002011138509C1670X	Family Mer	4/28/2011	$85.05	$85.05	0%	$0.00
0000201115450700D00X	Family Sub	5/31/2011	$14.29	$14.29	0%	$0.00
0000201111750180U50X	Single	4/21/2011	($187.40)	($187.40)	0%	$0.00
0000201111750180U50X	Single	4/21/2011	$187.40	$187.40	0%	$0.00
0000201111750180U50X	Single	4/21/2011	($112.62)	($112.62)	0%	$0.00
0000201111750180U50X	Single	4/21/2011	$112.62	$112.62	0%	$0.00
0000201111750180U50X	Single	4/21/2011	($36.13)	($36.13)	0%	$0.00
0000201111750180U50X	Single	4/21/2011	$36.13	$36.13	0%	$0.00
0000201111750180U50X	Single	4/21/2011	$70.43	$70.43	0%	$0.00
0000201111750180U50X	Single	4/21/2011	($1.40)	($1.40)	0%	$0.00

0000201111750180U50X	Single	4/21/2011	$1.40	$1.40	0%	$0.00
0000201111750180U50X	Single	4/21/2011	($12.47)	($12.47)	0%	$0.00
0000201111750180U50X	Single	4/21/2011	$12.47	$12.47	0%	$0.00
0000201113950635 4A0X	Single	4/16/2011	$103.15	$103.15	0%	$0.00
0000201115153068930T	Family Sub	5/24/2011	$19.09	$19.09	0%	$0.00
0000201115350083 8H0X	Single	4/27/2011	$78.80	$78.80	0%	$0.00
0000201115250 0J4290X	Family Mer	5/24/2011	$45.87	$45.87	0%	$0.00
0000201115250 1Q0310X	Single	5/24/2011	$45.87	$45.87	0%	$0.00
0000201115250 1Q0310X	Single	5/24/2011	$0.72	$0.72	0%	$0.00
0000201115250 1Q0310X	Single	5/24/2011	$25.55	$25.55	0%	$0.00
0000201115250 1Q0310X	Single	5/24/2011	$8.25	$8.25	0%	$0.00
0000201115250 1Q0310X	Single	5/24/2011	$3.00	$3.00	0%	$0.00
000020111545041Z320X	Family Sub	5/24/2011	$999.31	$999.31	0%	$0.00
000020111545041Z320X	Family Sub	5/24/2011	$176.36	$176.36	0%	$0.00
000020111545041Z320X	Family Sub	5/24/2011	$176.36	$176.36	0%	$0.00
000020111545041Z320X	Family Sub	5/24/2011	$176.36	$176.36	0%	$0.00
000020111545041Z320X	Family Sub	5/24/2011	$176.36	$176.36	0%	$0.00
000020111545000S650X	Single	5/27/2011	$5.39	$5.39	0%	$0.00
000020111545000S650X	Single	5/27/2011	$5.72	$5.72	0%	$0.00
000020111545000S650X	Single	5/27/2011	$13.98	$13.98	0%	$0.00
000020111545007X400X	Single	5/20/2011	$45.87	$45.87	0%	$0.00
0000201115350428 6Y0X	Family Mer	5/27/2011	$85.41	$85.41	0%	$0.00
0000201115350428 6Y0X	Family Mer	5/27/2011	$33.82	$33.82	0%	$0.00
0000201115350428 6Y0X	Family Mer	5/27/2011	$24.61	$24.61	0%	$0.00
0000201115350446 7X0X	Family Sub	5/26/2011	$35.99	$35.99	0%	$0.00
0000201115350446 7X0X	Family Sub	5/26/2011	$1.13	$1.13	0%	$0.00
0000201115350446 7X0X	Family Sub	5/26/2011	$2.17	$2.17	0%	$0.00
0000201115350446 7X0X	Family Sub	5/26/2011	$43.43	$43.43	0%	$0.00
0000201115350968 2W0X	Single	5/24/2011	$40.00	$40.00	0%	$0.00
0000201115250 3F9510X	Family Mer	5/18/2011	$658.24	$658.24	0%	$0.00
0000201115250 3J9050X	Single	5/24/2011	$45.87	$45.87	0%	$0.00
0000201115250 3J9050X	Single	5/24/2011	$6.31	$6.31	0%	$0.00
0000201115250 3J9050X	Single	5/24/2011	$10.27	$10.27	0%	$0.00
0000201115250 3J9050X	Single	5/24/2011	$3.00	$3.00	0%	$0.00
0000201115250 3J9050X	Single	5/24/2011	$6.69	$6.69	0%	$0.00
000020111545016Z840X	Single	5/31/2011	$45.87	$45.87	0%	$0.00
000020111545041 4G60X	Single	5/24/2011	$46.29	$46.29	0%	$0.00
000020111545053X620X	Family Mer	5/24/2011	$45.87	$45.87	0%	$0.00
000020111545053X620X	Family Mer	5/24/2011	$25.55	$25.55	0%	$0.00
000020111545053X620X	Family Mer	5/24/2011	$10.12	$10.12	0%	$0.00
0000201115250 9D5340X	Single	5/27/2011	$10.87	$10.87	0%	$0.00
0000201115350374 9T0X	Family Mer	3/11/2011	$8.66	$8.66	0%	$0.00
000020111545049 6D30X	Family Mer	5/26/2011	$78.80	$78.80	0%	$0.00
000020111545049 6D30X	Family Mer	5/26/2011	$74.04	$74.04	0%	$0.00
000020111545049 6D30X	Family Mer	5/26/2011	$10.12	$10.12	0%	$0.00
000020111545049 6D30X	Family Mer	5/26/2011	$31.99	$31.99	0%	$0.00
000020111545049 6D30X	Family Mer	5/26/2011	$21.35	$21.35	0%	$0.00
0000201112912051760C	Family Mer	5/3/2011	$5.08	$5.08	0%	$0.00
0000201112912051760C	Family Mer	5/3/2011	$26.35	$26.35	0%	$0.00
0000201112912051760C	Family Mer	5/3/2011	$23.50	$23.50	0%	$0.00
0000201113604079890C	Family Mer	5/12/2011	$5.08	$5.08	0%	$0.00
0000201113604079890C	Family Mer	5/12/2011	$26.35	$26.35	0%	$0.00

0000201113604079890C	Family Mer	5/12/2011	$23.50	$23.50	0%	$0.00
0000201113612001960C	Family Mer	5/10/2011	$5.08	$5.08	0%	$0.00
0000201113612001960C	Family Mer	5/10/2011	$26.35	$26.35	0%	$0.00
0000201113612001960C	Family Mer	5/10/2011	$23.50	$23.50	0%	$0.00
00002011075504V6931X	Single	########	($49.78)	($49.78)	0%	$0.00
00002011075504V6931X	Single	########	$49.78	$49.78	0%	$0.00
00002011075504V7220X	Single	########	($1.79)	($1.79)	0%	$0.00
00002011075504V7220X	Single	########	$1.79	$1.79	0%	$0.00
00002011152503J5190X	Single	5/24/2011	$45.87	$45.87	0%	$0.00
00002011152503J5190X	Single	5/24/2011	$1.44	$1.44	0%	$0.00
00002011152503J5190X	Single	5/24/2011	$25.55	$25.55	0%	$0.00
00002011152503J5190X	Single	5/24/2011	$8.25	$8.25	0%	$0.00
00002011152503J5190X	Single	5/24/2011	$3.00	$3.00	0%	$0.00
00002011152501N5600X	Family Sub	5/23/2011	$78.07	$78.07	0%	$0.00
00002011152501N5600X	Family Sub	5/23/2011	$5.52	$5.52	0%	$0.00
00002011152501N6230X	Family Sub	5/23/2011	$35.36	$35.36	0%	$0.00
00002011152501N6230X	Family Sub	5/23/2011	$8.76	$8.76	0%	$0.00
00002011152501N6230X	Family Sub	5/23/2011	$13.02	$13.02	0%	$0.00
00002011152501N6230X	Family Sub	5/23/2011	$3.00	$3.00	0%	$0.00
00002011152501N6230X	Family Sub	5/23/2011	$2.71	$2.71	0%	$0.00
0000201112604029600C	Single	3/15/2011	$468.12	$468.12	0%	$0.00
0000201112604029600C	Single	3/15/2011	$165.75	$165.75	0%	$0.00
0000201112604029600C	Single	3/15/2011	$64.73	$64.73	0%	$0.00
0000201112604029600C	Single	3/15/2011	$19.09	$19.09	0%	$0.00
0000201112604029600C	Single	3/15/2011	$31.44	$31.44	0%	$0.00
0000201112604029600C	Single	3/15/2011	$5.65	$5.65	0%	$0.00
0000201113500383Y0X	Family Sub	5/27/2011	$78.80	$78.80	0%	$0.00
0000201113508859G0X	Family Sub	5/27/2011	$13.02	$13.02	0%	$0.00
0000201113508859G0X	Family Sub	5/27/2011	$9.27	$9.27	0%	$0.00
0000201113508859G0X	Family Sub	5/27/2011	$35.36	$35.36	0%	$0.00
0000201113508922G0X	Family Sub	5/27/2011	$17.88	$17.88	0%	$0.00
0000201113508922G0X	Family Sub	5/27/2011	$3.00	$3.00	0%	$0.00
0000201113508922G0X	Family Sub	5/27/2011	$2.11	$2.11	0%	$0.00
00002011152504B7290X	Family Mer	5/26/2011	$3.00	$3.00	0%	$0.00
00002011152504B7290X	Family Mer	5/26/2011	$25.71	$25.71	0%	$0.00
00002011152504B7290X	Family Mer	5/26/2011	$35.36	$35.36	0%	$0.00
0000201115450305H90X	Single	5/26/2011	$10.88	$10.88	0%	$0.00
0000201115450305H90X	Single	5/26/2011	$2.68	$2.68	0%	$0.00
00002011152505H2360X	Single	5/27/2011	$39.16	$39.16	0%	$0.00
0000201113509618P0X	Single	5/23/2011	$78.07	$78.07	0%	$0.00
0000201113509618P0X	Single	5/23/2011	$23.97	$23.97	0%	$0.00
0000201113509618P0X	Single	5/23/2011	$23.32	$23.32	0%	$0.00
0000201115450669C40X	Family Sub	5/27/2011	$11.15	$11.15	0%	$0.00
0000201113502818J0X	Family Mer	5/17/2011	$15.00	$15.00	0%	$0.00
0000201113502818J0X	Family Mer	5/17/2011	$0.01	$0.01	0%	$0.00
0000201113502818J0X	Family Mer	5/17/2011	$21.35	$21.35	0%	$0.00
0000201113502882J0X	Family Mer	5/27/2011	$34.68	$34.68	0%	$0.00
0000201113502885J0X	Family Mer	5/27/2011	$85.05	$85.05	0%	$0.00
0000201115350A01840X	Family Mer	5/29/2011	$132.00	$132.00	0%	$0.00
0000201115350A01840X	Family Mer	5/29/2011	$18.62	$18.62	0%	$0.00
0000201113502177J0X	Family Mer	5/30/2011	$45.87	$45.87	0%	$0.00
0000201113504281Y0X	Family Sub	5/26/2011	$14.29	$14.29	0%	$0.00

00002011153 50A48730X	Family Sub	5/23/2011	$44.60	$44.60	0%	$0.00
00002011153 50A48730X	Family Sub	5/23/2011	$110.41	$110.41	0%	$0.00
00002011152 504L1560X	Family Mer	5/26/2011	$5.62	$5.62	0%	$0.00
00002011153 50A04130X	Family Mer	5/24/2011	$82.62	$82.62	0%	$0.00
00002011153 50A04130X	Family Mer	5/24/2011	$35.94	$35.94	0%	$0.00
00002011153 50A70210X	Family Mer	5/26/2011	$102.62	$102.62	0%	$0.00
00002011153 50A70210X	Family Mer	5/26/2011	$35.94	$35.94	0%	$0.00
00002011153 509240U0X	Family Mer	5/31/2011	$82.62	$82.62	0%	$0.00
00002011153 509240U0X	Family Mer	5/31/2011	$35.94	$35.94	0%	$0.00
00002011151 03121000C	Family Mer	5/22/2011	$105.29	$105.29	0%	$0.00
00002011154 5020Z670X	Family Sub	5/26/2011	$100.85	$100.85	0%	$0.00
00002011154 5020Z670X	Family Sub	5/26/2011	$88.26	$88.26	0%	$0.00
00002011154 5005Z650X	Single	5/30/2011	$75.00	$75.00	0%	$0.00
00002011154 50109J00X	Single	6/1/2011	$45.87	$45.87	0%	$0.00
00002011152 53016080T	Family Sub	5/31/2011	$266.65	$266.65	0%	$0.00
00002011152 53016080T	Family Sub	5/31/2011	$345.81	$345.81	0%	$0.00
00002011152 53016080T	Family Sub	5/31/2011	$239.96	$239.96	0%	$0.00
00002011152 53016080T	Family Sub	5/31/2011	$80.11	$80.11	0%	$0.00
00002011152 53016080T	Family Sub	5/31/2011	$223.64	$223.64	0%	$0.00
00002011153 53011650T	Family Sub	5/31/2011	$6.68	$6.68	0%	$0.00
00002011153 53011650T	Family Sub	5/31/2011	$9.08	$9.08	0%	$0.00
00002011153 53011650T	Family Sub	5/31/2011	$4.31	$4.31	0%	$0.00
00002011153 53011650T	Family Sub	5/31/2011	$11.51	$11.51	0%	$0.00
00002011153 53011650T	Family Sub	5/31/2011	$1.85	$1.85	0%	$0.00
00002011154 53007400T	Family Sub	5/31/2011	$14.43	$14.43	0%	$0.00
00002011152 504E4360X	Family Mer	5/20/2011	$45.87	$45.87	0%	$0.00
00002011152 504E4870X	Family Sub	5/20/2011	$78.07	$78.07	0%	$0.00
00002011152 504E4870X	Family Sub	5/20/2011	$27.59	$27.59	0%	$0.00
00002011152 504E4870X	Family Sub	5/20/2011	$23.82	$23.82	0%	$0.00
00002011152 504E4870X	Family Sub	5/20/2011	$35.36	$35.36	0%	$0.00
00002011152 504E4870X	Family Sub	5/20/2011	$8.76	$8.76	0%	$0.00
00002011152 504E4870X	Family Sub	5/20/2011	$13.02	$13.02	0%	$0.00
00002011152 504E4870X	Family Sub	5/20/2011	$2.71	$2.71	0%	$0.00
00002011152 504E4870X	Family Sub	5/20/2011	$3.00	$3.00	0%	$0.00
00002011152 503D1730X	Family Mer	5/26/2011	$78.80	$78.80	0%	$0.00
00002011152 503D1730X	Family Mer	5/26/2011	$8.25	$8.25	0%	$0.00
00002011152 53050370T	Single	5/31/2011	$45.87	$45.87	0%	$0.00
00002011152 508K8080X	Family Sub	5/9/2011	$45.87	$45.87	0%	$0.00
00002011153 50C63640X	Family Sub	5/26/2011	$8.93	$8.93	0%	$0.00
00002011153 50C63640X	Family Sub	5/26/2011	$14.20	$14.20	0%	$0.00
00002011153 500903Y0X	Family Mer	4/27/2011	$78.80	$78.80	0%	$0.00
00002011151 5005Y140X	Family Sub	5/14/2011	$5.50	$5.50	0%	$0.00
00002011151 5005Y140X	Family Sub	5/14/2011	$22.00	$22.00	0%	$0.00
00002011151 5005Y140X	Family Sub	5/14/2011	$5.50	$5.50	0%	$0.00
00002011151 5005Y140X	Family Sub	5/14/2011	$5.50	$5.50	0%	$0.00
00002011151 5005Y140X	Family Sub	5/14/2011	$5.50	$5.50	0%	$0.00
00002011151 5005Y140X	Family Sub	5/14/2011	$22.00	$22.00	0%	$0.00
00002011151 5005Y140X	Family Sub	5/14/2011	$5.50	$5.50	0%	$0.00
00002011151 5005Y140X	Family Sub	5/14/2011	$5.50	$5.50	0%	$0.00
00002011151 5005Y140X	Family Sub	5/14/2011	$5.50	$5.50	0%	$0.00
00002011151 5005Y140X	Family Sub	5/14/2011	$16.50	$16.50	0%	$0.00
00002011152 508N1440X	Family Sub	3/29/2011	$248.01	$248.01	0%	$0.00

0000201113950697Q30X	Family Sub	5/16/2011	$1.79	$1.79	0%	$0.00
0000201113950697Q30X	Family Sub	5/16/2011	$5.52	$5.52	0%	$0.00
0000201113950697Q30X	Family Sub	5/16/2011	$12.58	$12.58	0%	$0.00
0000201113950697Q30X	Family Sub	5/16/2011	$17.43	$17.43	0%	$0.00
0000201113950697Q30X	Family Sub	5/16/2011	$11.76	$11.76	0%	$0.00
0000201113950697Q30X	Family Sub	5/16/2011	$3.00	$3.00	0%	$0.00
0000201124507434X0X	Family Mer	3/31/2011	$19.09	$19.09	0%	$0.00
0000201124507434X0X	Family Mer	3/31/2011	$23.82	$23.82	0%	$0.00
0000201115350C80090X	Family Mer	5/26/2011	$35.99	$35.99	0%	$0.00
0000201115350548 5X0X	Single	5/12/2011	$36.07	$36.07	0%	$0.00
0000201114650053 3Q0X	Family Sub	5/5/2011	$12.55	$12.55	0%	$0.00
0000201114650053 3Q0X	Family Sub	5/5/2011	$22.61	$22.61	0%	$0.00
0000201115350B76310X	Family Sub	5/26/2011	$45.87	$45.87	0%	$0.00
0000201115350B76320X	Family Sub	5/26/2011	$11.69	$11.69	0%	$0.00
00002011154501 8U920X	Family Mer	4/27/2011	$105.58	$105.58	0%	$0.00
0000201115350001 2Y0X	Single	5/16/2011	$45.87	$45.87	0%	$0.00
0000201115350001 2Y0X	Single	5/16/2011	$8.25	$8.25	0%	$0.00
0000201115350001 2Y0X	Single	5/16/2011	$2.49	$2.49	0%	$0.00
0000201115350001 2Y0X	Single	5/16/2011	$0.22	$0.22	0%	$0.00
0000201115350001 2Y0X	Single	5/16/2011	$0.02	$0.02	0%	$0.00
0000201115350001 2Y0X	Single	5/16/2011	$25.55	$25.55	0%	$0.00
0000201115450879H40X	Family Sub	5/4/2011	$774.90	$774.90	0%	$0.00
0000201115450879H40X	Family Sub	5/4/2011	$314.19	$314.19	0%	$0.00
00002011152507D5240X	Single	5/30/2011	$45.87	$45.87	0%	$0.00
00002011152507D5240X	Single	5/30/2011	$17.41	$17.41	0%	$0.00
0000201115450947H40X	Family Mer	5/31/2011	$45.87	$45.87	0%	$0.00
00002011152506N8790X	Single	5/24/2011	$10.82	$10.82	0%	$0.00
00002011152506N8790X	Single	5/24/2011	$10.82	$10.82	0%	$0.00
0000201115350C94540X	Family Sub	5/26/2011	$22.96	$22.96	0%	$0.00
00002011152500E6440X	Single	5/25/2011	$78.80	$78.80	0%	$0.00
00002011152500E6440X	Single	5/25/2011	$21.58	$21.58	0%	$0.00
00002011152500P8260X	Family Sub	5/24/2011	$6.68	$6.68	0%	$0.00
00002011152500P8260X	Family Sub	5/24/2011	$4.88	$4.88	0%	$0.00
00002011152500P8260X	Family Sub	5/24/2011	$11.12	$11.12	0%	$0.00
00002011152500P8260X	Family Sub	5/24/2011	$3.88	$3.88	0%	$0.00
00002011152500P8260X	Family Sub	5/24/2011	$4.45	$4.45	0%	$0.00
00002011152509D9940X	Family Sub	5/6/2011	$44.36	$44.36	0%	$0.00
0000201115350C50330X	Single	5/19/2011	$78.80	$78.80	0%	$0.00
00002011154503 8V610X	Single	5/31/2011	$45.87	$45.87	0%	$0.00
00002011154503 8V610X	Single	5/31/2011	$0.69	$0.69	0%	$0.00
00002011154503 8V610X	Single	5/31/2011	$25.55	$25.55	0%	$0.00
0000201115453011470T	Single	5/31/2011	$3.39	$3.39	0%	$0.00
0000201115453011470T	Single	5/31/2011	$4.40	$4.40	0%	$0.00
0000201115453011470T	Single	5/31/2011	$1.85	$1.85	0%	$0.00
00002011154502 0Z430X	Family Mer	5/25/2011	$61.77	$61.77	0%	$0.00
00002011152508N1790X	Single	5/27/2011	$45.87	$45.87	0%	$0.00
0000201115450549E80X	Single	5/5/2011	$4.40	$4.40	0%	$0.00
0000201115450549E80X	Single	5/5/2011	$4.40	$4.40	0%	$0.00
0000201115450549E80X	Single	5/5/2011	$4.40	$4.40	0%	$0.00
0000201115450549E80X	Single	5/5/2011	$8.80	$8.80	0%	$0.00
0000201115450549E80X	Single	5/5/2011	$4.40	$4.40	0%	$0.00
0000201115450549E80X	Single	5/5/2011	$4.40	$4.40	0%	$0.00

0000201115450549E80X	Single	5/5/2011	$4.40	$4.40	0%	$0.00
0000201115450549E80X	Single	5/6/2011	$4.40	$4.40	0%	$0.00
0000201115450549E80X	Single	5/6/2011	$13.20	$13.20	0%	$0.00
0000201115450549E80X	Single	5/6/2011	$4.40	$4.40	0%	$0.00
00002011152506D0670X	Single	5/23/2011	$32.91	$32.91	0%	$0.00
0000201114750369K30X	Family Mer	5/5/2011	$2,040.19	$2,040.19	0%	$0.00
0000201114750369K30X	Family Mer	5/5/2011	$855.87	$855.87	0%	$0.00
00002011152500L4940X	Family Mer	5/26/2011	$207.08	$207.08	0%	$0.00
00002011123503L4060X	Family Mer	4/21/2011	$66.31	$66.31	0%	$0.00
0000201112250537G10X	Family Sub	4/27/2011	$56.18	$56.18	0%	$0.00
0000201115112063030C	Family Mer	5/26/2011	$26.93	$26.93	0%	$0.00
0000201115350C92950X	Family Sub	5/25/2011	$6.83	$6.83	0%	$0.00
0000201115350C79880X	Family Mer	5/26/2011	$82.62	$82.62	0%	$0.00
0000201115350C79880X	Family Mer	5/26/2011	$16.45	$16.45	0%	$0.00
00002011153506934X0X	Family Sub	4/26/2011	$46.56	$46.56	0%	$0.00
00002011153506934X0X	Family Sub	4/26/2011	$12.73	$12.73	0%	$0.00
00002011153506934X0X	Family Sub	4/26/2011	$16.73	$16.73	0%	$0.00
00002011153506934X0X	Family Sub	4/26/2011	$10.12	$10.12	0%	$0.00
00002011153507278F0X	Family Sub	3/21/2011	$125.94	$125.94	0%	$0.00
00002011153507278F0X	Family Sub	3/21/2011	$2.71	$2.71	0%	$0.00
00002011153507278F0X	Family Sub	3/21/2011	$3.00	$3.00	0%	$0.00
0000201115450856D90X	Family Mer	5/25/2011	$45.87	$45.87	0%	$0.00
0000201115350A81730X	Family Sub	5/26/2011	$19.09	$19.09	0%	$0.00
00002011545092Y980X	Family Sub	5/6/2011	$326.32	$326.32	0%	$0.00
00002011153506598J0X	Family Mer	5/28/2011	$45.87	$45.87	0%	$0.00
00002011153501529Q0X	Family Mer	5/30/2011	$85.05	$85.05	0%	$0.00
00002011153501529Q0X	Family Mer	5/30/2011	$8.25	$8.25	0%	$0.00
00002011153501529Q0X	Family Mer	5/30/2011	$3.00	$3.00	0%	$0.00
00002011153501529Q0X	Family Mer	5/30/2011	$5.98	$5.98	0%	$0.00
00002011153501548Q0X	Family Mer	5/30/2011	$98.80	$98.80	0%	$0.00
00002011153501548Q0X	Family Mer	5/30/2011	$12.73	$12.73	0%	$0.00
00002011153501548Q0X	Family Mer	5/30/2011	$16.73	$16.73	0%	$0.00
00002011153501548Q0X	Family Mer	5/30/2011	$16.73	$16.73	0%	$0.00
000020111545022W870X	Single	4/25/2011	$12.04	$12.04	0%	$0.00
000020111545022W870X	Single	4/25/2011	$102.62	$102.62	0%	$0.00
0000201115450699D80X	Single	5/31/2011	$11.69	$11.69	0%	$0.00
000020111545096U410X	Family Mer	5/25/2011	$21.00	$21.00	0%	$0.00
000020111545096U410X	Family Mer	5/25/2011	$23.09	$23.09	0%	$0.00
00002011153509651W0X	Family Mer	5/21/2011	$40.00	$40.00	0%	$0.00
00002011153509651W0X	Family Mer	5/21/2011	$2.38	$2.38	0%	$0.00
000020111545017Z050X	Family Sub	5/31/2011	$45.87	$45.87	0%	$0.00
00002011152505L3030X	Family Mer	5/30/2011	$45.87	$45.87	0%	$0.00
00002011152505L3030X	Family Mer	5/30/2011	$2.38	$2.38	0%	$0.00
000020111545039Y780X	Family Mer	5/27/2011	$110.77	$110.77	0%	$0.00
000020111545039Y780X	Family Mer	5/27/2011	$34.64	$34.64	0%	$0.00
0000201115450074E10X	Family Mer	5/19/2011	$45.87	$45.87	0%	$0.00
0000201115450074E10X	Family Mer	5/19/2011	$8.25	$8.25	0%	$0.00
00002011139504818K0X	Single	5/14/2011	$4.39	$4.39	0%	$0.00
00002011139504818K0X	Single	5/14/2011	$9.43	$9.43	0%	$0.00
00002011139504818K0X	Single	5/14/2011	$8.76	$8.76	0%	$0.00
00002011139504818K0X	Single	5/14/2011	$13.02	$13.02	0%	$0.00
00002011139504818K0X	Single	5/14/2011	$35.36	$35.36	0%	$0.00

00002011139504818K0X	Single	5/14/2011	$3.36	$3.36	0%	$0.00
00002011139504818K0X	Single	5/14/2011	$3.00	$3.00	0%	$0.00
00002011139504818K0X	Single	5/14/2011	$23.82	$23.82	0%	$0.00
00002011152509A7200X	Family Sub	5/27/2011	$132.00	$132.00	0%	$0.00
00002011152509A7200X	Family Sub	5/27/2011	$3.00	$3.00	0%	$0.00
00002011152509A7200X	Family Sub	5/27/2011	$13.02	$13.02	0%	$0.00
00002011153526R4660H	Single	5/25/2011	$6.67	$6.67	0%	$0.00
00002011153526R4660H	Single	5/25/2011	$3.33	$3.33	0%	$0.00
00002011152501C4140X	Family Mer	3/16/2011	$32.02	$32.02	0%	$0.00
00002010267504D9960X	Single	9/17/2010	$132.40	$132.40	0%	$0.00
00002011545014U360X	Family Sub	5/11/2011	$5.50	$5.50	0%	$0.00
0000201115450444D10X	Single	5/16/2011	$45.87	$45.87	0%	$0.00
0000201115450444D10X	Single	5/16/2011	$23.82	$23.82	0%	$0.00
0000201115350A05900X	Family Sub	5/27/2011	$37.42	$37.42	0%	$0.00
00002011152501J4690X	Family Mer	5/25/2011	$11.69	$11.69	0%	$0.00
00002011152502Q1180X	Family Mer	5/25/2011	$14.29	$14.29	0%	$0.00
00002011545093V800X	Single	5/27/2011	$89.78	$89.78	0%	$0.00
00002011545093V800X	Single	5/27/2011	$10.86	$10.86	0%	$0.00
00002011545093V800X	Single	5/27/2011	$19.03	$19.03	0%	$0.00
00002011545093V800X	Single	5/27/2011	$12.21	$12.21	0%	$0.00
00002011545093V800X	Single	5/27/2011	$9.05	$9.05	0%	$0.00
00002011545093V800X	Single	5/27/2011	$3.00	$3.00	0%	$0.00
0000201115253050420T	Single	5/31/2011	$94.09	$94.09	0%	$0.00
0000201115253050420T	Single	5/31/2011	$5.50	$5.50	0%	$0.00
00002011152502Q6500X	Family Mer	5/25/2011	$14.29	$14.29	0%	$0.00
0000201115450151J20X	Family Mer	5/7/2011	$11.65	$11.65	0%	$0.00
00002011152574495W0X	Family Mer	1/1/2010	$120.55	$120.55	0%	$0.00
00002011119507914S0X	Family Mer	4/27/2011	$700.00	$700.00	0%	$0.00
00002011119507914S0X	Family Mer	4/27/2011	$112.00	$112.00	0%	$0.00
00002011119507914S0X	Family Mer	4/27/2011	$150.00	$150.00	0%	$0.00
00002011119507914S0X	Family Mer	4/27/2011	$75.00	$75.00	0%	$0.00
00002011119507914S0X	Family Mer	4/27/2011	$10.00	$10.00	0%	$0.00
00002011119507914S0X	Family Mer	4/27/2011	$3.00	$3.00	0%	$0.00
0000201114750480C40X	Family Mer	5/11/2011	$211.35	$211.35	0%	$0.00
0000201115350A26340X	Family Mer	5/10/2011	$16.50	$16.50	0%	$0.00
0000201115350A26340X	Family Mer	5/10/2011	$5.50	$5.50	0%	$0.00
0000201115350A26340X	Family Mer	5/10/2011	$5.50	$5.50	0%	$0.00
0000201115350A26340X	Family Mer	5/10/2011	$5.50	$5.50	0%	$0.00
0000201115350A26340X	Family Mer	5/10/2011	$5.50	$5.50	0%	$0.00
0000201115350A26340X	Family Mer	5/11/2011	$22.00	$22.00	0%	$0.00
0000201115350A26340X	Family Mer	5/12/2011	$5.50	$5.50	0%	$0.00
0000201115350A26340X	Family Mer	5/12/2011	$11.00	$11.00	0%	$0.00
0000201115212001020C	Single	4/28/2011	$36.20	$36.20	0%	$0.00
0000201115212001020C	Single	4/28/2011	$155.00	$155.00	0%	$0.00
0000201115212001020C	Single	4/28/2011	$279.00	$279.00	0%	$0.00
00002011152506K6370X	Family Mer	3/30/2011	$1,671.04	$1,671.04	0%	$0.00
0000201115450587F80X	Family Mer	5/31/2011	$65.87	$65.87	0%	$0.00
0000201115450587F80X	Family Mer	5/31/2011	$39.00	$39.00	0%	$0.00
0000201115450587F80X	Family Mer	5/31/2011	$6.71	$6.71	0%	$0.00
0000201115450587F80X	Family Mer	5/31/2011	$19.49	$19.49	0%	$0.00
0000201115450587F80X	Family Mer	5/31/2011	$19.49	$19.49	0%	$0.00
0000201115450587F80X	Family Mer	5/31/2011	$19.49	$19.49	0%	$0.00

0000201115450587F80X	Family Mer	5/31/2011	$34.12	$34.12	0%	$0.00
0000201115450587F80X	Family Mer	5/31/2011	$34.12	$34.12	0%	$0.00
0000201115350C73450X	Single	5/25/2011	$299.20	$299.20	0%	$0.00
0000201115350 9145K0X	Single	5/11/2011	$12.99	$12.99	0%	$0.00
0000201004857994D50X	Family Sub	1/1/2010	($94.25)	($94.25)	0%	$0.00
0000201004857994D50X	Family Sub	1/1/2010	$95.93	$95.93	0%	$0.00
0000201005857 179E0X	Family Sub	1/29/2010	($28.42)	($28.42)	0%	$0.00
0000201005857 179E0X	Family Sub	1/29/2010	$29.76	$29.76	0%	$0.00
0000201012557 428G0X	Family Sub	4/16/2010	($233.03)	($233.03)	0%	$0.00
0000201012557 428G0X	Family Sub	4/16/2010	$233.03	$233.03	0%	$0.00
0000201012557 428G0X	Family Sub	4/16/2010	($4.49)	($4.49)	0%	$0.00
0000201012557 428G0X	Family Sub	4/16/2010	$4.68	$4.68	0%	$0.00
0000201012557 428G0X	Family Sub	4/16/2010	($9.34)	($9.34)	0%	$0.00
0000201012557 428G0X	Family Sub	4/16/2010	$9.91	$9.91	0%	$0.00
0000201012557 428G0X	Family Sub	4/16/2010	($3.00)	($3.00)	0%	$0.00
0000201012557 428G0X	Family Sub	4/16/2010	$3.12	$3.12	0%	$0.00
0000201012557 428G0X	Family Sub	4/16/2010	($52.00)	($52.00)	0%	$0.00
0000201012557 428G0X	Family Sub	4/16/2010	$52.00	$52.00	0%	$0.00
0000201012557 428G0X	Family Sub	4/16/2010	($18.83)	($18.83)	0%	$0.00
0000201012557 428G0X	Family Sub	4/16/2010	$19.61	$19.61	0%	$0.00
000020111545029Y390X	Single	5/27/2011	$8.80	$8.80	0%	$0.00
00002010202507C4210X	Family Mer	7/19/2010	($141.94)	($141.94)	0%	$0.00
0000201025050728E00X	Family Mer	8/31/2010	($141.94)	($141.94)	0%	$0.00
0000201115350C50200X	Single	5/12/2011	$45.87	$45.87	0%	$0.00
00002011098503A7550X	Family Mer	4/5/2011	$36.91	$36.91	0%	$0.00
00002011098503A7550X	Family Mer	4/5/2011	($36.91)	($36.91)	0%	$0.00
00002011098503A7550X	Family Mer	4/5/2011	$24.61	$24.61	0%	$0.00
00002011098503A7550X	Family Mer	4/5/2011	($24.61)	($24.61)	0%	$0.00
00002011098503A7550X	Family Mer	4/5/2011	$200.00	$200.00	0%	$0.00
00002011098503A7550X	Family Mer	4/5/2011	($200.00)	($200.00)	0%	$0.00
00002011098503A7550X	Family Mer	4/5/2011	$24.61	$24.61	0%	$0.00
00002011098503A7550X	Family Mer	4/5/2011	($24.61)	($24.61)	0%	$0.00
00002011098503A7550X	Family Mer	4/5/2011	$33.82	$33.82	0%	$0.00
00002011098503A7550X	Family Mer	4/5/2011	($33.82)	($33.82)	0%	$0.00
00002011098503A7550X	Family Mer	4/5/2011	$2.51	$2.51	0%	$0.00
00002011098503A7550X	Family Mer	4/5/2011	($2.51)	($2.51)	0%	$0.00
00002011098503A7550X	Family Mer	4/5/2011	$85.41	$85.41	0%	$0.00
00002011098503A7550X	Family Mer	4/5/2011	($85.41)	($85.41)	0%	$0.00
00002011098503A7550X	Family Mer	4/5/2011	$40.00	$40.00	0%	$0.00
0000201115450152J70X	Family Sub	6/1/2011	$78.80	$78.80	0%	$0.00
0000201115450152J70X	Family Sub	6/1/2011	$106.40	$106.40	0%	$0.00
0000201115450152J70X	Family Sub	6/1/2011	$94.91	$94.91	0%	$0.00
0000201115450152J70X	Family Sub	6/1/2011	$3.36	$3.36	0%	$0.00
0000201115450152J70X	Family Sub	6/1/2011	$3.00	$3.00	0%	$0.00
00002011152501Q0470X	Family Mer	5/25/2011	$45.87	$45.87	0%	$0.00
00002011152501H5100X	Family Mer	5/27/2011	$249.41	$249.41	0%	$0.00
00002011152501H5100X	Family Mer	5/27/2011	$81.76	$81.76	0%	$0.00
000020111545004W190X	Family Mer	5/8/2011	$4.40	$4.40	0%	$0.00
000020111545004W190X	Family Mer	5/8/2011	$4.40	$4.40	0%	$0.00
000020111545004W190X	Family Mer	5/8/2011	$4.40	$4.40	0%	$0.00
000020111545004W190X	Family Mer	5/8/2011	$4.40	$4.40	0%	$0.00
000020111545004W190X	Family Mer	5/8/2011	$4.40	$4.40	0%	$0.00

000020111545004W190X	Family Mer	5/9/2011	$4.40	$4.40	0%	$0.00
000020111545004W190X	Family Mer	5/9/2011	$4.40	$4.40	0%	$0.00
000020111545004W190X	Family Mer	5/9/2011	$4.40	$4.40	0%	$0.00
000020111545004W190X	Family Mer	5/9/2011	$4.40	$4.40	0%	$0.00
000020111545004W190X	Family Mer	5/9/2011	$4.40	$4.40	0%	$0.00
000020111545004W210X	Family Mer	5/10/2011	$4.40	$4.40	0%	$0.00
000020111545004W210X	Family Mer	5/10/2011	$4.40	$4.40	0%	$0.00
000020111545004W210X	Family Mer	5/7/2011	$4.40	$4.40	0%	$0.00
000020111545004W210X	Family Mer	5/7/2011	$4.40	$4.40	0%	$0.00
000020111545004W210X	Family Mer	5/7/2011	$4.40	$4.40	0%	$0.00
000020111545004W210X	Family Mer	5/7/2011	$4.40	$4.40	0%	$0.00
000020111545004W210X	Family Mer	5/7/2011	$4.40	$4.40	0%	$0.00
000020111545004W210X	Family Mer	5/7/2011	$4.40	$4.40	0%	$0.00
000020111545004W210X	Family Mer	5/7/2011	$4.40	$4.40	0%	$0.00
000020111545004W210X	Family Mer	5/7/2011	$4.40	$4.40	0%	$0.00
000020111545004W210X	Family Mer	5/7/2011	$4.40	$4.40	0%	$0.00
000020111545017U370X	Family Sub	4/25/2011	$78.07	$78.07	0%	$0.00
00002011152507L5750X	Family Mer	5/24/2011	$78.07	$78.07	0%	$0.00
00002011152507L5750X	Family Mer	5/24/2011	$21.58	$21.58	0%	$0.00
00002011152507L5750X	Family Mer	5/24/2011	$5.06	$5.06	0%	$0.00
00002011152507L5750X	Family Mer	5/24/2011	$25.55	$25.55	0%	$0.00
0000201115350A91800X	Family Sub	5/10/2011	$42.43	$42.43	0%	$0.00
00002011075504V7250X	Family Sub	2/22/2011	$78.07	$78.07	0%	$0.00
000020111545012G00X	Family Mer	5/31/2011	$93.73	$93.73	0%	$0.00
00002011152501Q7690X	Single	5/27/2011	$45.87	$45.87	0%	$0.00
00002011152501Q7690X	Single	5/27/2011	$21.58	$21.58	0%	$0.00
00002011152501Q7690X	Single	5/27/2011	$0.69	$0.69	0%	$0.00
00002011152501Q7690X	Single	5/27/2011	$25.55	$25.55	0%	$0.00
0000201115350B05810X	Family Mer	5/29/2011	$45.87	$45.87	0%	$0.00
0000201115350B05810X	Family Mer	5/29/2011	$21.58	$21.58	0%	$0.00
0000201115350B05810X	Family Mer	5/29/2011	$16.45	$16.45	0%	$0.00
00002011153509447X0X	Family Sub	5/13/2011	$97.34	$97.34	0%	$0.00
00002011153509447X0X	Family Sub	5/13/2011	$132.00	$132.00	0%	$0.00
00002011153509447X0X	Family Sub	5/13/2011	$3.00	$3.00	0%	$0.00
000020111545012F80X	Single	5/31/2011	$105.58	$105.58	0%	$0.00
000020111545012F80X	Single	5/31/2011	$3.36	$3.36	0%	$0.00
00002011152500E1590X	Single	5/23/2011	$266.65	$266.65	0%	$0.00
00002011152507L1890X	Single	5/24/2011	$253.56	$253.56	0%	$0.00
00002011152507L1890X	Single	5/24/2011	$106.64	$106.64	0%	$0.00
000020111255014X230X	Family Mer	4/25/2011	$45.87	$45.87	0%	$0.00
000020111255014X230X	Family Mer	4/25/2011	$12.73	$12.73	0%	$0.00
0000201115350A93660X	Family Mer	5/31/2011	$5.94	$5.94	0%	$0.00
00002011152504D2860X	Family Mer	5/26/2011	$34.39	$34.39	0%	$0.00
00002011152504D2860X	Family Mer	5/26/2011	$5.94	$5.94	0%	$0.00
00002011152504D2860X	Family Mer	5/26/2011	$19.24	$19.24	0%	$0.00
00002011152504D2860X	Family Mer	5/26/2011	$25.94	$25.94	0%	$0.00
000020111545015Z290X	Family Sub	5/31/2011	$45.87	$45.87	0%	$0.00
000020111545015Z290X	Family Sub	5/31/2011	$21.58	$21.58	0%	$0.00
000020111545015Z290X	Family Sub	5/31/2011	$0.67	$0.67	0%	$0.00
000020111545015Z290X	Family Sub	5/31/2011	$25.55	$25.55	0%	$0.00
000020111545015Z290X	Family Sub	5/31/2011	$5.06	$5.06	0%	$0.00

0000201115450l5Z290X	Family Sub	5/31/2011	$25.55	$25.55	0%	$0.00
00002011152503D9040X	Single	5/20/2011	$19.09	$19.09	0%	$0.00
00002011152503D9040X	Single	5/20/2011	$47.33	$47.33	0%	$0.00
0000201115350098SY0X	Single	5/24/2011	$71.92	$71.92	0%	$0.00
00002011152501F1220X	Single	5/9/2011	$152.29	$152.29	0%	$0.00
00002011152501F1260X	Single	5/10/2011	$79.33	$79.33	0%	$0.00
00002011152506N5800X	Single	5/14/2011	$79.33	$79.33	0%	$0.00
00002011152506N5800X	Single	5/15/2011	$79.33	$79.33	0%	$0.00
00002011152506N5800X	Single	5/16/2011	$54.44	$54.44	0%	$0.00
00002011152506N5970X	Single	5/11/2011	$55.30	$55.30	0%	$0.00
00002011152506N5970X	Single	5/12/2011	$55.30	$55.30	0%	$0.00
00002011152506N5970X	Single	5/13/2011	$79.33	$79.33	0%	$0.00
0000201114550451610X	Family Sub	4/14/2011	$45.87	$45.87	0%	$0.00
0000201115350306Q0X	Family Mer	5/31/2011	$3.29	$3.29	0%	$0.00
0000201115350306Q0X	Family Mer	5/31/2011	$16.32	$16.32	0%	$0.00
0000201115350306Q0X	Family Mer	5/31/2011	$3.00	$3.00	0%	$0.00
111425516932012	Single	5/22/2011	$159.91	$159.91	0%	$0.00
111445284628020	Single	5/24/2011	$120.07	$120.07	0%	$0.00
111445328065016	Single	5/24/2011	$11.34	$11.34	0%	$0.00
111428369908028	Family Mer	5/22/2011	$1,668.66	$1,668.66	0%	$0.00
111476348663007	Single	5/27/2011	$117.18	$117.18	0%	$0.00
111444417353021	Single	5/24/2011	$14.16	$14.16	0%	$0.00
111455374809028	Family Mer	5/25/2011	$2.49	$2.49	0%	$0.00
111414544836029	Single	5/21/2011	$1.16	$1.16	0%	$0.00
111453807427015	Single	5/25/2011	$0.91	$0.91	0%	$0.00
111436343572002	Single	5/23/2011	$235.38	$235.38	0%	$0.00
111443548411001	Single	5/24/2011	$20.65	$20.65	0%	$0.00
111444490464009	Family Mer	5/24/2011	$144.08	$144.08	0%	$0.00
111446872245006	Single	5/24/2011	$4.10	$4.10	0%	$0.00
111473983516012	Single	5/27/2011	$59.89	$59.89	0%	$0.00
111455473281029	Single	5/25/2011	$16.62	$16.62	0%	$0.00
111475672705026	Single	5/27/2011	$2.46	$2.46	0%	$0.00
111453578120009	Family Mer	5/25/2011	$9.40	$9.40	0%	$0.00
111438062154008	Family Mer	5/23/2011	$9.77	$9.77	0%	$0.00
111438065754029	Family Mer	5/23/2011	$6.16	$6.16	0%	$0.00
111405884097024	Family Mer	5/20/2011	($351.95)	($351.95)	0%	$0.00
111456484651011	Family Mer	5/25/2011	$351.95	$351.95	0%	$0.00
111456485878021	Family Mer	5/25/2011	$695.82	$695.82	0%	$0.00
111466374069027	Family Mer	5/26/2011	$169.55	$169.55	0%	$0.00
111435611542025	Family Mer	5/23/2011	$7.47	$7.47	0%	$0.00
111437393469004	Family Mer	5/23/2011	$1.12	$1.12	0%	$0.00
111437393906028	Family Mer	5/23/2011	$115.49	$115.49	0%	$0.00
111475081309018	Family Mer	5/27/2011	$1,748.43	$1,748.43	0%	$0.00
111466131738003	Family Mer	5/26/2011	$2.55	$2.55	0%	$0.00
111465325455008	Single	5/26/2011	$90.07	$90.07	0%	$0.00
111433065118005	Single	5/23/2011	$0.50	$0.50	0%	$0.00
110954271743001	Single	4/5/2011	$48.79	$48.79	0%	$0.00
111411104559001	Family Mer	5/21/2011	$366.99	$366.99	0%	$0.00
111434341405009	Family Mer	5/23/2011	$12.25	$12.25	0%	$0.00
111434343242029	Family Mer	5/23/2011	$6.01	$6.01	0%	$0.00
111425307419018	Family Mer	5/22/2011	$8.33	$8.33	0%	$0.00
111464433593023	Single	5/26/2011	$320.23	$320.23	0%	$0.00

111455751599014	Single	5/25/2011	$14.68	$14.68	0%	$0.00
111463984867006	Single	5/26/2011	$87.24	$87.24	0%	$0.00
111423269851001	Family Mer	5/22/2011	$28.79	$28.79	0%	$0.00
111414387052016	Single	5/21/2011	$56.33	$56.33	0%	$0.00
111430140127027	Single	5/23/2011	$69.73	$69.73	0%	$0.00
111404978042024	Single	5/20/2011	($19.63)	($19.63)	0%	$0.00
111443831692009	Single	5/24/2011	$232.16	$232.16	0%	$0.00
111444409224023	Single	5/24/2011	$17.21	$17.21	0%	$0.00
111375194238005	Single	5/17/2011	($693.25)	($693.25)	0%	$0.00
111477069837008	Family Mer	5/27/2011	$25.18	$25.18	0%	$0.00
111466271304027	Single	5/26/2011	$370.79	$370.79	0%	$0.00
111466274690029	Single	5/26/2011	$38.07	$38.07	0%	$0.00
111456060976008	Single	5/25/2011	$70.85	$70.85	0%	$0.00
111444095790017	Family Mer	5/24/2011	$21.04	$21.04	0%	$0.00
111444431643007	Single	5/24/2011	$50.58	$50.58	0%	$0.00
111432782956027	Single	5/23/2011	$159.93	$159.93	0%	$0.00
111454050491003	Family Mer	5/25/2011	$322.73	$322.73	0%	$0.00
111456850580002	Family Mer	5/25/2011	$12.12	$12.12	0%	$0.00
111446387432025	Single	5/24/2011	$655.62	$655.62	0%	$0.00
111446391175021	Single	5/24/2011	$361.71	$361.71	0%	$0.00
111476062254027	Single	5/27/2011	$115.69	$115.69	0%	$0.00
111453373652030	Single	5/25/2011	$38.44	$38.44	0%	$0.00
111453376004017	Single	5/25/2011	$29.82	$29.82	0%	$0.00
111456204529019	Single	5/25/2011	$122.32	$122.32	0%	$0.00
111454310180015	Single	5/25/2011	$20.00	$20.00	0%	$0.00
111443053470023	Single	5/24/2011	$195.99	$195.99	0%	$0.00
111473409705026	Single	5/27/2011	$2.47	$2.47	0%	$0.00
111473416226009	Single	5/27/2011	$39.13	$39.13	0%	$0.00
111436617895018	Family Mer	5/23/2011	$83.93	$83.93	0%	$0.00
111436619097025	Family Mer	5/23/2011	$34.61	$34.61	0%	$0.00
111314818922020	Single	5/11/2011	($366.99)	($366.99)	0%	$0.00
111455773475030	Single	5/25/2011	$10.47	$10.47	0%	$0.00
111473984974015	Single	5/27/2011	$50.44	$50.44	0%	$0.00
111474025646006	Single	5/27/2011	$16.22	$16.22	0%	$0.00
111464109458014	Single	5/26/2011	$3.82	$3.82	0%	$0.00
111443395289017	Single	5/24/2011	$14.96	$14.96	0%	$0.00
111454701403019	Single	5/25/2011	$68.79	$68.79	0%	$0.00
111473676908021	Single	5/27/2011	$29.81	$29.81	0%	$0.00
111464813037029	Family Mer	5/26/2011	$34.91	$34.91	0%	$0.00
111464813066029	Family Mer	5/26/2011	$0.32	$0.32	0%	$0.00
111434039788009	Single	5/23/2011	$167.20	$167.20	0%	$0.00
111444540774027	Single	5/24/2011	$79.67	$79.67	0%	$0.00
111457221920008	Family Mer	5/25/2011	$179.97	$179.97	0%	$0.00
111444700378011	Single	5/24/2011	$0.26	$0.26	0%	$0.00
111444704726009	Single	5/24/2011	$6.80	$6.80	0%	$0.00
111453134452010	Single	5/25/2011	$79.32	$79.32	0%	$0.00
111433977649025	Single	5/23/2011	$6.62	$6.62	0%	$0.00
111436815462016	Single	5/23/2011	$157.01	$157.01	0%	$0.00
111436884663003	Single	5/23/2011	$115.03	$115.03	0%	$0.00
111455438489015	Single	5/25/2011	$142.48	$142.48	0%	$0.00
111435678787001	Family Mer	5/23/2011	$40.31	$40.31	0%	$0.00
111414671012002	Single	5/21/2011	$307.27	$307.27	0%	$0.00

111445793940009	Family Mer	5/24/2011	$4.32	$4.32	0%	$0.00
111475947597003	Family Mer	5/27/2011	$0.39	$0.39	0%	$0.00
111473527775030	Single	5/27/2011	$15.43	$15.43	0%	$0.00
111435908770002	Single	5/23/2011	$25.87	$25.87	0%	$0.00
111433547379015	Family Mer	5/23/2011	$10.07	$10.07	0%	$0.00
111433547402015	Family Mer	5/23/2011	$29.52	$29.52	0%	$0.00
111445646354017	Family Mer	5/24/2011	$20.16	$20.16	0%	$0.00
111444146779029	Family Mer	5/24/2011	$4.91	$4.91	0%	$0.00
111444146798029	Family Mer	5/24/2011	$57.46	$57.46	0%	$0.00
111455858323030	Single	5/25/2011	$84.76	$84.76	0%	$0.00
111443314225011	Single	5/24/2011	$19.45	$19.45	0%	$0.00
111374665300023	Single	5/17/2011	($79.09)	($79.09)	0%	$0.00
111374665300023	Single	5/17/2011	$87.31	$87.31	0%	$0.00
111471954438028	Single	5/27/2011	$59.60	$59.60	0%	$0.00
111424064528025	Single	5/22/2011	$12.00	$12.00	0%	$0.00
111466575388014	Single	5/26/2011	$10.06	$10.06	0%	$0.00
111464822674008	Single	5/26/2011	$86.63	$86.63	0%	$0.00
111374152949025	Single	5/17/2011	($89.72)	($89.72)	0%	$0.00
111474274705008	Family Mer	5/27/2011	$7.80	$7.80	0%	$0.00
111474275736017	Family Mer	5/27/2011	$36.39	$36.39	0%	$0.00
111474276570004	Family Mer	5/27/2011	$73.53	$73.53	0%	$0.00
111466765944005	Family Mer	5/26/2011	$61.82	$61.82	0%	$0.00
111474596814025	Family Mer	5/27/2011	$21.47	$21.47	0%	$0.00
111464805699026	Family Mer	5/26/2011	$123.55	$123.55	0%	$0.00
111464847769002	Family Mer	5/26/2011	$165.65	$165.65	0%	$0.00
111444504728020	Single	5/24/2011	$11.90	$11.90	0%	$0.00
111433759174030	Single	5/23/2011	$0.19	$0.19	0%	$0.00
111433764604011	Single	5/23/2011	$221.84	$221.84	0%	$0.00
111446676397007	Single	5/24/2011	$83.64	$83.64	0%	$0.00
111435472522020	Single	5/23/2011	$20.09	$20.09	0%	$0.00
111436372515018	Single	5/23/2011	$141.41	$141.41	0%	$0.00
111436383179015	Single	5/23/2011	$146.51	$146.51	0%	$0.00
111023783805015	Single	4/12/2011	($0.51)	($0.51)	0%	$0.00
111464033971020	Single	5/26/2011	$6.69	$6.69	0%	$0.00
111445822424011	Single	5/24/2011	$36.56	$36.56	0%	$0.00
111477019131027	Single	5/27/2011	$28.49	$28.49	0%	$0.00
111436263820009	Single	5/23/2011	$198.35	$198.35	0%	$0.00
111436264464027	Single	5/23/2011	$108.79	$108.79	0%	$0.00
111436265680003	Single	5/23/2011	$116.88	$116.88	0%	$0.00
111466178314020	Single	5/26/2011	$20.79	$20.79	0%	$0.00
111466193739030	Single	5/26/2011	$71.47	$71.47	0%	$0.00
111434534041024	Single	5/23/2011	$63.98	$63.98	0%	$0.00
111474166454020	Family Mer	5/27/2011	$9.77	$9.77	0%	$0.00
111446648752024	Single	5/24/2011	$6.01	$6.01	0%	$0.00
111446662795024	Single	5/24/2011	$162.39	$162.39	0%	$0.00
111425193865025	Single	5/17/2011	$31.23	$31.23	0%	$0.00
111434487827028	Single	5/23/2011	$116.88	$116.88	0%	$0.00
111447194111029	Single	5/24/2011	$0.90	$0.90	0%	$0.00
111475169241024	Single	5/27/2011	$87.54	$87.54	0%	$0.00
111476215579030	Family Mer	5/27/2011	$145.47	$145.47	0%	$0.00
111476217604020	Family Mer	5/27/2011	$145.47	$145.47	0%	$0.00
111296096723004	Single	5/9/2011	($156.64)	($156.64)	0%	$0.00

111413940375028	Single	5/21/2011	$661.41	$661.41	0%	$0.00
111454378596026	Family Mer	5/25/2011	$27.74	$27.74	0%	$0.00
111433675606016	Single	5/23/2011	$190.79	$190.79	0%	$0.00
111451094674029	Single	5/25/2011	$158.37	$158.37	0%	$0.00
111455662807025	Family Mer	5/25/2011	$5.65	$5.65	0%	$0.00
111455662822025	Family Mer	5/25/2011	$0.02	$0.02	0%	$0.00
111336310929026	Family Mer	5/13/2011	($473.79)	($473.79)	0%	$0.00
111415002906026	Single	5/21/2011	$74.21	$74.21	0%	$0.00
111446144797006	Family Mer	5/24/2011	$52.25	$52.25	0%	$0.00
111433356536005	Family Mer	5/23/2011	$548.16	$548.16	0%	$0.00
111471496747014	Family Mer	5/27/2011	$0.29	$0.29	0%	$0.00
111193627371029	Single	4/29/2011	($160.03)	($160.03)	0%	$0.00
111194594668015	Single	4/29/2011	($59.75)	($59.75)	0%	$0.00
111474586195018	Single	5/27/2011	$14.99	$14.99	0%	$0.00
111474586229018	Single	5/27/2011	$8.28	$8.28	0%	$0.00
111465895801006	Family Mer	5/26/2011	$119.84	$119.84	0%	$0.00
111465901805025	Family Mer	5/26/2011	$2.63	$2.63	0%	$0.00
111465905058020	Family Mer	5/26/2011	$4.80	$4.80	0%	$0.00
111425910668005	Single	5/22/2011	$42.72	$42.72	0%	$0.00
111463861744014	Single	5/26/2011	$112.43	$112.43	0%	$0.00
111431980709018	Single	5/23/2011	$34.27	$34.27	0%	$0.00
111453813861027	Single	5/25/2011	$80.10	$80.10	0%	$0.00
111434599595013	Single	5/23/2011	$4.03	$4.03	0%	$0.00
111433455606012	Single	5/23/2011	$6.01	$6.01	0%	$0.00
111433458914021	Single	5/23/2011	$36.31	$36.31	0%	$0.00
111476467656014	Single	5/27/2011	$30.31	$30.31	0%	$0.00
111476552908014	Single	5/27/2011	$67.95	$67.95	0%	$0.00
111436908726022	Single	5/23/2011	$14.28	$14.28	0%	$0.00
111457281838021	Single	5/25/2011	$3.23	$3.23	0%	$0.00
111376301430025	Family Mer	5/17/2011	($181.93)	($181.93)	0%	$0.00
111436305741005	Family Mer	5/23/2011	$132.77	$132.77	0%	$0.00
111383155057016	Single	5/18/2011	($477.17)	($477.17)	0%	$0.00
111415369657006	Single	5/21/2011	$239.21	$239.21	0%	$0.00
111428370061004	Single	5/22/2011	$59.41	$59.41	0%	$0.00
111421120917009	Family Mer	5/22/2011	$119.67	$119.67	0%	$0.00
111446121372015	Single	5/24/2011	$91.89	$91.89	0%	$0.00
111424100124003	Single	5/22/2011	$59.61	$59.61	0%	$0.00
111437215199001	Single	5/23/2011	$20.52	$20.52	0%	$0.00
111424824053021	Family Mer	5/22/2011	$219.15	$219.15	0%	$0.00
111323396525024	Single	5/12/2011	($63.84)	($63.84)	0%	$0.00
111414525877003	Single	5/21/2011	$9.14	$9.14	0%	$0.00
111475434555023	Single	5/27/2011	$215.82	$215.82	0%	$0.00
111475436214023	Single	5/27/2011	$170.99	$170.99	0%	$0.00
111475437782023	Single	5/27/2011	$192.40	$192.40	0%	$0.00
111291544897024	Single	5/9/2011	($194.91)	($194.91)	0%	$0.00
111443344861025	Single	5/24/2011	$176.37	$176.37	0%	$0.00
111446511710017	Single	5/24/2011	$163.02	$163.02	0%	$0.00
111466447683020	Single	5/26/2011	$116.83	$116.83	0%	$0.00
111436807360018	Family Mer	5/23/2011	$133.74	$133.74	0%	$0.00
111476326469001	Single	5/27/2011	$90.45	$90.45	0%	$0.00
111414812918005	Single	5/21/2011	$90.37	$90.37	0%	$0.00
111414814539030	Single	5/21/2011	$134.13	$134.13	0%	$0.00

111457363663024	Single	5/25/2011	$1.59	$1.59	0%	$0.00
111444198785012	Single	5/24/2011	$14.60	$14.60	0%	$0.00
111444216975027	Single	5/24/2011	$12.51	$12.51	0%	$0.00
111464137413010	Single	5/26/2011	$2.63	$2.63	0%	$0.00
111375904326003	Single	5/17/2011	($306.24)	($306.24)	0%	$0.00
111473138574008	Single	5/27/2011	$306.24	$306.24	0%	$0.00
111477213224028	Single	5/27/2011	$94.46	$94.46	0%	$0.00
111445272153002	Family Mer	5/24/2011	$174.07	$174.07	0%	$0.00
111416113604003	Family Mer	5/21/2011	$145.35	$145.35	0%	$0.00
111463688226011	Single	5/26/2011	$141.89	$141.89	0%	$0.00
111445756448026	Family Mer	5/24/2011	$219.77	$219.77	0%	$0.00
111334773693024	Single	5/13/2011	($359.70)	($359.70)	0%	$0.00
111463731343015	Single	5/26/2011	$181.58	$181.58	0%	$0.00
111444243104010	Family Mer	5/24/2011	$159.91	$159.91	0%	$0.00
111466207107026	Family Mer	5/26/2011	$26.05	$26.05	0%	$0.00
111470964568012	Family Mer	5/26/2011	$119.67	$119.67	0%	$0.00
111425822496025	Single	5/22/2011	$13.76	$13.76	0%	$0.00
111445464877021	Single	5/24/2011	$6.80	$6.80	0%	$0.00
111445469090013	Single	5/24/2011	$35.79	$35.79	0%	$0.00
111434186295029	Single	5/23/2011	$5.23	$5.23	0%	$0.00
111473672158006	Single	5/27/2011	$239.55	$239.55	0%	$0.00
111473679823014	Single	5/27/2011	$6.80	$6.80	0%	$0.00
111434750591008	Single	5/23/2011	$2.78	$2.78	0%	$0.00
111434750616008	Single	5/23/2011	$5.74	$5.74	0%	$0.00
111473336963025	Single	5/27/2011	$2.87	$2.87	0%	$0.00
111415210456025	Family Mer	5/21/2011	$10.78	$10.78	0%	$0.00
111415210469025	Family Mer	5/21/2011	$120.69	$120.69	0%	$0.00
111433921493009	Family Mer	5/23/2011	$1,597.71	$1,597.71	0%	$0.00
111437353835005	Single	5/23/2011	$44.20	$44.20	0%	$0.00
111437453626022	Single	5/23/2011	$170.42	$170.42	0%	$0.00
111445552889019	Single	5/24/2011	$22.70	$22.70	0%	$0.00
111463015111013	Single	5/26/2011	$270.28	$270.28	0%	$0.00
111433427249015	Family Mer	5/23/2011	$59.60	$59.60	0%	$0.00
111435530111017	Family Mer	5/23/2011	$28.21	$28.21	0%	$0.00
111437740683021	Single	5/23/2011	$10.85	$10.85	0%	$0.00
111456477128025	Single	5/25/2011	$13.63	$13.63	0%	$0.00
111314254238007	Single	5/11/2011	($79.09)	($79.09)	0%	$0.00
111314260631013	Single	5/11/2011	($156.96)	($156.96)	0%	$0.00
111424827901006	Single	5/22/2011	$108.31	$108.31	0%	$0.00
111435468588020	Family Mer	5/23/2011	$39.00	$39.00	0%	$0.00
111422877377024	Single	5/22/2011	$90.07	$90.07	0%	$0.00
111442223382030	Single	5/24/2011	$0.29	$0.29	0%	$0.00
111436104746004	Single	5/23/2011	$5.46	$5.46	0%	$0.00
111436106634003	Single	5/23/2011	$5.55	$5.55	0%	$0.00
111385600597016	Single	5/18/2011	($44.86)	($44.86)	0%	$0.00
111454613540014	Family Mer	5/25/2011	$13.79	$13.79	0%	$0.00
111306207139019	Family Mer	5/10/2011	($1.58)	($1.58)	0%	$0.00
111446347473027	Family Mer	5/24/2011	$64.30	$64.30	0%	$0.00
111446592208005	Family Mer	5/24/2011	$78.74	$78.74	0%	$0.00
111433689303011	Single	5/23/2011	$26.97	$26.97	0%	$0.00
111433956724026	Single	5/23/2011	$111.29	$111.29	0%	$0.00
111443944425015	Single	5/24/2011	$284.65	$284.65	0%	$0.00

111364628655004	Single	5/16/2011	($42.30)	($42.30)	0%	$0.00
111433933955026	Single	5/23/2011	$42.30	$42.30	0%	$0.00
111446219955013	Single	5/24/2011	$39.24	$39.24	0%	$0.00
111454458650029	Family Mer	5/25/2011	$89.42	$89.42	0%	$0.00
111474069546030	Single	5/27/2011	$6.01	$6.01	0%	$0.00
111463463299029	Family Mer	5/26/2011	$141.21	$141.21	0%	$0.00
111453102344016	Single	5/25/2011	$138.74	$138.74	0%	$0.00
111323697216028	Single	5/12/2011	($58.63)	($58.63)	0%	$0.00
111323785385023	Single	5/12/2011	($90.45)	($90.45)	0%	$0.00
111453115836009	Single	5/25/2011	$2.81	$2.81	0%	$0.00
111446374340013	Single	5/24/2011	$35.83	$35.83	0%	$0.00
111464047146002	Family Mer	5/26/2011	$2.28	$2.28	0%	$0.00
111432918750002	Single	5/23/2011	$268.96	$268.96	0%	$0.00
111455568338008	Family Mer	5/25/2011	$38.50	$38.50	0%	$0.00
111466222613022	Family Mer	5/26/2011	$5.60	$5.60	0%	$0.00
111435088090006	Single	5/23/2011	$217.75	$217.75	0%	$0.00
111423208363009	Single	5/22/2011	$47.89	$47.89	0%	$0.00
111435982893024	Family Mer	5/23/2011	$238.43	$238.43	0%	$0.00
111444047469017	Single	5/24/2011	$3.05	$3.05	0%	$0.00
111321130825018	Family Mer	5/12/2011	($352.08)	($352.08)	0%	$0.00
111441133172023	Family Mer	5/24/2011	$352.08	$352.08	0%	$0.00
111475121939008	Single	5/27/2011	$143.68	$143.68	0%	$0.00
111436253676012	Family Mer	5/23/2011	$27.90	$27.90	0%	$0.00
111436253710012	Family Mer	5/23/2011	$0.85	$0.85	0%	$0.00
111436253715012	Family Mer	5/23/2011	$170.75	$170.75	0%	$0.00
111436253720012	Family Mer	5/23/2011	$59.79	$59.79	0%	$0.00
111436415072001	Single	5/23/2011	$116.04	$116.04	0%	$0.00
111436415087001	Single	5/23/2011	$62.38	$62.38	0%	$0.00
111445528463010	Single	5/24/2011	$15.82	$15.82	0%	$0.00
111475512071005	Single	5/27/2011	$87.66	$87.66	0%	$0.00
111413546624015	Single	5/21/2011	$159.98	$159.98	0%	$0.00
111463188381014	Family Mer	5/25/2011	$128.84	$128.84	0%	$0.00
111465802472025	Family Mer	5/26/2011	$469.63	$469.63	0%	$0.00
111436138138009	Single	5/23/2011	$50.44	$50.44	0%	$0.00
111436139368024	Single	5/23/2011	$28.35	$28.35	0%	$0.00
111453538990003	Family Mer	5/25/2011	$8.00	$8.00	0%	$0.00
111433830152002	Single	5/23/2011	$3.19	$3.19	0%	$0.00
111326161848001	Single	5/12/2011	($63.50)	($63.50)	0%	$0.00
111466906316019	Single	5/26/2011	$63.50	$63.50	0%	$0.00
111422784471030	Single	5/22/2011	$66.71	$66.71	0%	$0.00
111422784696010	Single	5/22/2011	$83.27	$83.27	0%	$0.00
111473584243014	Single	5/27/2011	$12.16	$12.16	0%	$0.00
111471093207024	Single	5/27/2011	$1,663.68	$1,663.68	0%	$0.00
111434327709014	Single	5/23/2011	$59.95	$59.95	0%	$0.00
111457097344024	Single	5/25/2011	$0.74	$0.74	0%	$0.00
111436259860001	Single	5/23/2011	$10.15	$10.15	0%	$0.00
111434329142010	Family Mer	5/23/2011	$111.25	$111.25	0%	$0.00
111434329165010	Family Mer	5/23/2011	$31.76	$31.76	0%	$0.00
111434329177010	Family Mer	5/23/2011	$52.04	$52.04	0%	$0.00
111454835150030	Single	5/25/2011	$34.03	$34.03	0%	$0.00
111424721893030	Single	5/22/2011	$6.01	$6.01	0%	$0.00
111424722923001	Single	5/22/2011	$2.21	$2.21	0%	$0.00

111423645683012	Single	5/22/2011	$170.75	$170.75	0%	$0.00
111423645920015	Single	5/22/2011	$90.42	$90.42	0%	$0.00
111447663969009	Family Mer	5/24/2011	$55.51	$55.51	0%	$0.00
111364492067008	Single	5/16/2011	($4.00)	($4.00)	0%	$0.00
111405612771002	Single	5/20/2011	($80.79)	($80.79)	0%	$0.00
111414211738025	Single	5/21/2011	$80.79	$80.79	0%	$0.00
111456343037026	Single	5/25/2011	$79.27	$79.27	0%	$0.00
111456343269008	Single	5/25/2011	$262.53	$262.53	0%	$0.00
111456343712028	Single	5/25/2011	$156.64	$156.64	0%	$0.00
111434360034003	Single	5/23/2011	$20.05	$20.05	0%	$0.00
111463738305007	Single	5/26/2011	$71.06	$71.06	0%	$0.00
111473954309023	Single	5/27/2011	$65.41	$65.41	0%	$0.00
111473968788004	Single	5/27/2011	$157.31	$157.31	0%	$0.00
111477311356017	Family Mer	5/27/2011	$10.34	$10.34	0%	$0.00
111475953928010	Family Mer	5/27/2011	$10.34	$10.34	0%	$0.00
111475957979025	Family Mer	5/27/2011	$10.51	$10.51	0%	$0.00
BUY-UP PLAN:			$93,188.37	$93,188.37	0%	$0.00

TOTAL: $136,197.53

Account	Corporate I	Invoice Prc	Invoice Nui	InvcPerFrD	InvcPerToI	ClmPerFrD	ClmPerToI	BARS Cust
21185	TX1	618139	229595	5/28/2011	6/3/2011	6/1/2011	6/3/2011	TX433

21185	TX1	618139	229595	5/28/2011	6/3/2011	6/1/2011	6/3/2011 TX433

21185	TX1	618139	229595	5/28/2011	6/3/2011	6/1/2011	6/3/2011 TX433

21185	TX1	618139	229595	5/28/2011	6/3/2011	6/1/2011	6/3/2011	TX433

21185	TX1	618139	229595	5/28/2011	6/3/2011	6/1/2011	6/3/2011 TX433

21185	TX1	618139	229595	5/28/2011	6/3/2011	6/1/2011	6/3/2011	TX433
21185	TX1	618139	229595	5/28/2011	6/3/2011	6/1/2011	6/3/2011	TX433
21185	TX1	618139	229595	5/28/2011	6/3/2011	6/1/2011	6/3/2011	TX433
21185	TX1	618139	229595	5/28/2011	6/3/2011	6/1/2011	6/3/2011	TX433
21185	TX1	618139	229595	5/28/2011	6/3/2011	6/1/2011	6/3/2011	TX433
21185	TX1	618139	229595	5/28/2011	6/3/2011	6/1/2011	6/3/2011	TX433
21185	TX1	618139	229595	5/28/2011	6/3/2011	6/1/2011	6/3/2011	TX433
21185	TX1	618139	229595	5/28/2011	6/3/2011	6/1/2011	6/3/2011	TX433
21185	TX1	618139	229595	5/28/2011	6/3/2011	6/1/2011	6/3/2011	TX433
21185	TX1	618139	229595	5/28/2011	6/3/2011	6/1/2011	6/3/2011	TX433
21185	TX1	618139	229595	5/28/2011	6/3/2011	6/1/2011	6/3/2011	TX433
21185	TX1	618139	229595	5/28/2011	6/3/2011	6/1/2011	6/3/2011	TX433

Settlement	Association	Group Nbr	Section Nb	Group Nan	Coverage	Claim Type	Member ID	Document Control
1	2	21185	2	HIDALGO	Blue Cross	Basic Cove	8.38E+08	0000201113950072
1	2	21185	2	HIDALGO	Blue Cross	Basic Cove	8.41E+08	0000201115350994
1	2	21185	2	HIDALGO	Blue Shielc	Basic Cove	8.4E+08	000020111545054x
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1	2	21185	2	HIDALGO	Drug	Basic Cove	8.42E+08	111447286363011
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								BASIC PLAN:	
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1	2	21185	12	HIDALGO	Blue Shielc	Basic Cove	8.41E+08	0000201115450950	
1	2	21185	12	HIDALGO	Blue Shielc	Basic Cove	8.36E+08	0000201115253050	
1	2	21185	12	HIDALGO	Blue Shielc	Basic Cove	8.36E+08	0000201115253050	
1	2	21185	12	HIDALGO	Blue Shielc	Basic Cove	8.38E+08	0000201115350A74	
1	2	21185	12	HIDALGO	Blue Shielc	Basic Cove	8.38E+08	0000201115350A74	
1	2	21185	12	HIDALGO	Blue Shielc	Basic Cove	8.38E+08	0000201115350A74	
1	2	21185	12	HIDALGO	Blue Shielc	Basic Cove	8.38E+08	0000201115350A74	
1	2	21185	12	HIDALGO	Blue Shielc	Basic Cove	8.38E+08	0000201115350A74	
1	2	21185	12	HIDALGO	Blue Shielc	Basic Cove	8.38E+08	0000201115350A74	
1	2	21185	12	HIDALGO	Blue Shielc	Basic Cove	8.41E+08	00002011082503Q9	
1	2	21185	12	HIDALGO	Blue Shielc	Basic Cove	8.38E+08	00002011152528S1	
1	2	21185	12	HIDALGO	Blue Shielc	Basic Cove	8.38E+08	00002011152528S1	
1	2	21185	12	HIDALGO	Blue Shielc	Basic Cove	8.47E+08	00002011152506C7	
1	2	21185	12	HIDALGO	Blue Shielc	Basic Cove	8.41E+08	0000201115350417	
1	2	21185	12	HIDALGO	Blue Shielc	Basic Cove	8.41E+08	0000201115350417	
1	2	21185	12	HIDALGO	Blue Shielc	Basic Cove	8.41E+08	0000201115350417	
1	2	21185	12	HIDALGO	Blue Shielc	Basic Cove	8.41E+08	0000201115350417	
1	2	21185	12	HIDALGO	Blue Shielc	Basic Cove	8.38E+08	0000201115350988	
1	2	21185	12	HIDALGO	Blue Shielc	Basic Cove	8.43E+08	0000201115353053	
1	2	21185	12	HIDALGO	Blue Shielc	Basic Cove	8.41E+08	0000201115450417	
1	2	21185	12	HIDALGO	Blue Shielc	Basic Cove	8.42E+08	00002011152501E3	
1	2	21185	12	HIDALGO	Blue Shielc	Basic Cove	8.42E+08	00002011152501E3	
1	2	21185	12	HIDALGO	Blue Shielc	Basic Cove	8.42E+08	00002011152501E3	
1	2	21185	12	HIDALGO	Blue Shielc	Basic Cove	8.42E+08	00002011152501E3	
1	2	21185	12	HIDALGO	Blue Shielc	Basic Cove	8.42E+08	00002011152501E3	
1	2	21185	12	HIDALGO	Blue Shielc	Basic Cove	8.42E+08	00002011152501E3	
1	2	21185	12	HIDALGO	Blue Shielc	Basic Cove	8.42E+08	00002011152501E3	
1	2	21185	12	HIDALGO	Blue Shielc	Basic Cove	8.42E+08	00002011152501E3	
1	2	21185	12	HIDALGO	Blue Shielc	Basic Cove	8.42E+08	00002011152501E3	
1	2	21185	12	HIDALGO	Blue Shielc	Basic Cove	8.4E+08	000020111545025T	
1	2	21185	12	HIDALGO	Blue Shielc	Basic Cove	8.45E+08	00002011152504F7	
1	2	21185	12	HIDALGO	Blue Shielc	Basic Cove	8.45E+08	00002011152504F7	
1	2	21185	12	HIDALGO	Blue Shielc	Basic Cove	8.45E+08	00002011152504F7	
1	2	21185	12	HIDALGO	Blue Shielc	Basic Cove	8.45E+08	00002011152504F7	
1	2	21185	12	HIDALGO	Blue Shielc	Basic Cove	8.45E+08	00002011152504F7	
1	2	21185	12	HIDALGO	Blue Shielc	Basic Cove	8.45E+08	00002011152504F7	

1	2	21185	12	HIDALGO	Blue Shield	Basic Cove	8.33E+08	0000201115350848
1	2	21185	12	HIDALGO	Blue Shield	Basic Cove	8.35E+08	0000201115450695
1	2	21185	12	HIDALGO	Blue Shield	Basic Cove	8.35E+08	0000201115450695
1	2	21185	12	HIDALGO	Blue Shield	Basic Cove	8.28E+08	00002011152502K8
1	2	21185	12	HIDALGO	Blue Shield	Basic Cove	8.28E+08	00002011152503F9
1	2	21185	12	HIDALGO	Blue Shield	Basic Cove	8.28E+08	0000201115350047
1	2	21185	12	HIDALGO	Blue Shield	Basic Cove	8.28E+08	0000201115212001
1	2	21185	12	HIDALGO	Blue Shield	Basic Cove	8.28E+08	0000201115350480
1	2	21185	12	HIDALGO	Blue Shield	Basic Cove	8.41E+08	0000201115450862
1	2	21185	12	HIDALGO	Blue Shield	Basic Cove	8.35E+08	0000201113950071
1	2	21185	12	HIDALGO	Blue Shield	Basic Cove	8.35E+08	0000201113950071
1	2	21185	12	HIDALGO	Blue Shield	Basic Cove	8.35E+08	0000201113950071
1	2	21185	12	HIDALGO	Blue Shield	Basic Cove	8.35E+08	0000201113950071
1	2	21185	12	HIDALGO	Blue Shield	Basic Cove	8.35E+08	0000201113950071
1	2	21185	12	HIDALGO	Blue Shield	Basic Cove	8.42E+08	0000201115450641
1	2	21185	12	HIDALGO	Blue Shield	Basic Cove	8.42E+08	0000201115450641
1	2	21185	12	HIDALGO	Blue Shield	Basic Cove	8.42E+08	0000201115450641
1	2	21185	12	HIDALGO	Blue Shield	Basic Cove	8.42E+08	0000201115450641
1	2	21185	12	HIDALGO	Blue Shield	Basic Cove	8.42E+08	0000201115450641
1	2	21185	12	HIDALGO	Blue Shield	Basic Cove	8.42E+08	0000201115450641
1	2	21185	12	HIDALGO	Blue Shield	Basic Cove	8.4E+08	0000201115450153
1	2	21185	12	HIDALGO	Blue Shield	Basic Cove	8.4E+08	0000201115450153
1	2	21185	12	HIDALGO	Blue Shield	Basic Cove	8.42E+08	00002011152502B1
1	2	21185	12	HIDALGO	Blue Shield	Basic Cove	8.42E+08	00002011152502B2
1	2	21185	12	HIDALGO	Blue Shield	Basic Cove	8.42E+08	00002011152507D0
1	2	21185	12	HIDALGO	Blue Shield	Basic Cove	8.42E+08	0000201115350B03
1	2	21185	12	HIDALGO	Blue Shield	Basic Cove	8.46E+08	00002011152500C1
1	2	21185	12	HIDALGO	Blue Shield	Basic Cove	8.46E+08	000020111545076V
1	2	21185	12	HIDALGO	Blue Shield	Basic Cove	8.44E+08	0000201115450220
1	2	21185	12	HIDALGO	Drug	Basic Cove	8.41E+08	111463563319022
1	2	21185	12	HIDALGO	Drug	Basic Cove	8.38E+08	111414866673011
1	2	21185	12	HIDALGO	Drug	Basic Cove	8.35E+08	111413486776008
1	2	21185	12	HIDALGO	Drug	Basic Cove	8.38E+08	111443620234019
1	2	21185	12	HIDALGO	Drug	Basic Cove	8.38E+08	111443662889009
1	2	21185	12	HIDALGO	Drug	Basic Cove	8.38E+08	111445717436015
1	2	21185	12	HIDALGO	Drug	Basic Cove	8.38E+08	111447776173030
1	2	21185	12	HIDALGO	Drug	Basic Cove	8.38E+08	111447776398019
1	2	21185	12	HIDALGO	Drug	Basic Cove	8.34E+08	111446447440029
1	2	21185	12	HIDALGO	Drug	Basic Cove	8.34E+08	111472975437022
1	2	21185	12	HIDALGO	Drug	Basic Cove	8.34E+08	111436153902018
1	2	21185	12	HIDALGO	Drug	Basic Cove	8.36E+08	111475107897018
1	2	21185	12	HIDALGO	Drug	Basic Cove	8.41E+08	111452266585004
1	2	21185	12	HIDALGO	Drug	Basic Cove	8.36E+08	111425905894001
1	2	21185	12	HIDALGO	Drug	Basic Cove	8.36E+08	111425907112022
1	2	21185	12	HIDALGO	Drug	Basic Cove	8.39E+08	111433676670009
1	2	21185	12	HIDALGO	Drug	Basic Cove	8.47E+08	111414427493019
1	2	21185	12	HIDALGO	Drug	Basic Cove	8.38E+08	111387009596001
1	2	21185	12	HIDALGO	Drug	Basic Cove	8.44E+08	111375756085016
1	2	21185	12	HIDALGO	Drug	Basic Cove	8.37E+08	111436375322028
1	2	21185	12	HIDALGO	Drug	Basic Cove	8.38E+08	111473544883002
1	2	21185	12	HIDALGO	Drug	Basic Cove	8.45E+08	111450160299002
1	2	21185	12	HIDALGO	Drug	Basic Cove	8.42E+08	111455209533003

1	2	21185	12	HIDALGO	Drug	Basic Cove	8.4E+08	111423764048015	
1	2	21185	12	HIDALGO	Drug	Basic Cove	8.4E+08	111435274533019	
1	2	21185	12	HIDALGO	Drug	Basic Cove	8.4E+08	111446527801030	
1	2	21185	12	HIDALGO	Drug	Basic Cove	8.36E+08	111433827228008	
1	2	21185	12	HIDALGO	Drug	Basic Cove	8.49E+08	111415811501010	
1	2	21185	12	HIDALGO	Drug	Basic Cove	8.49E+08	111415815669024	
1	2	21185	12	HIDALGO	Drug	Basic Cove	8.43E+08	111434650579003	
1	2	21185	12	HIDALGO	Drug	Basic Cove	8.35E+08	111445803836023	
1	2	21185	12	HIDALGO	Drug	Basic Cove	8.28E+08	111477191281006	
1	2	21185	12	HIDALGO	Drug	Basic Cove	8.44E+08	111436483539016	
1	2	21185	12	HIDALGO	Drug	Basic Cove	8.4E+08	111433072736001	
1	2	21185	12	HIDALGO	Drug	Basic Cove	8.4E+08	111415092942010	
1	2	21185	12	HIDALGO	Drug	Basic Cove	8.46E+08	111435380476027	
								BUY-UP PLAN:	

Tier	Service Da	Gross Amt	Net Amt	Fee Percer	Fee Amt
Family Mer	5/11/2011	$696.39	$696.39	0%	$0.00
Family Sub	5/20/2011	$1,526.78	$1,526.78	0%	$0.00
Single	5/31/2011	$127.00	$127.00	0%	$0.00
Single	5/31/2011	$8.25	$8.25	0%	$0.00
Single	5/31/2011	$16.32	$16.32	0%	$0.00
Single	5/31/2011	$13.78	$13.78	0%	$0.00
Single	5/31/2011	$8.76	$8.76	0%	$0.00
Single	5/31/2011	$18.84	$18.84	0%	$0.00
Single	5/31/2011	$3.00	$3.00	0%	$0.00
Single	4/28/2011	$48.66	$48.66	0%	$0.00
Single	4/28/2011	$12.06	$12.06	0%	$0.00
Single	5/10/2011	$48.66	$48.66	0%	$0.00
Single	5/10/2011	$12.06	$12.06	0%	$0.00
Single	5/12/2011	$48.66	$48.66	0%	$0.00
Single	5/12/2011	$12.06	$12.06	0%	$0.00
Family Mer	5/30/2011	$40.87	$40.87	0%	$0.00
Family Mer	5/30/2011	$12.73	$12.73	0%	$0.00
Family Mer	5/30/2011	$2.71	$2.71	0%	$0.00
Family Mer	5/30/2011	$11.65	$11.65	0%	$0.00
Family Mer	5/30/2011	$11.65	$11.65	0%	$0.00
Single	4/27/2011	$73.80	$73.80	0%	$0.00
Single	5/26/2011	$73.80	$73.80	0%	$0.00
Single	5/26/2011	$5.03	$5.03	0%	$0.00
Single	5/26/2011	$4.45	$4.45	0%	$0.00
Single	5/26/2011	$3.36	$3.36	0%	$0.00
Single	5/26/2011	$7.94	$7.94	0%	$0.00
Single	5/26/2011	$3.00	$3.00	0%	$0.00
Single	5/26/2011	$8.44	$8.44	0%	$0.00
Single	5/26/2011	$9.27	$9.27	0%	$0.00
Single	5/26/2011	$13.02	$13.02	0%	$0.00
Single	5/20/2011	$73.80	$73.80	0%	$0.00
Family Mer	5/31/2011	$40.87	$40.87	0%	$0.00
Single	5/31/2011	$40.87	$40.87	0%	$0.00
Single	5/31/2011	$23.82	$23.82	0%	$0.00
Single	5/24/2011	$7.28	$7.28	0%	$0.00
Single	5/24/2011	$4.37	$4.37	0%	$0.00
Single	5/24/2011	$7.30	$7.30	0%	$0.00
Single	5/24/2011	$40.87	$40.87	0%	$0.00
Single	4/27/2011	$5.50	$5.50	0%	$0.00
Single	4/27/2011	$5.50	$5.50	0%	$0.00
Single	4/27/2011	$5.50	$5.50	0%	$0.00
Single	4/27/2011	$5.50	$5.50	0%	$0.00
Single	4/27/2011	$5.50	$5.50	0%	$0.00
Single	4/27/2011	$5.50	$5.50	0%	$0.00
Single	4/27/2011	$7.58	$7.58	0%	$0.00
Single	4/27/2011	$10.46	$10.46	0%	$0.00
Single	4/27/2011	$5.50	$5.50	0%	$0.00
Single	5/24/2011	$73.80	$73.80	0%	$0.00
Family Mer	5/11/2011	$42.55	$42.55	0%	$0.00
Family Sub	5/24/2011	$40.87	$40.87	0%	$0.00
Family Sub	4/26/2011	$120.62	$120.62	0%	$0.00

Family Mer	3/10/2011	$40.00	$40.00	0%	$0.00
Family Mer	3/10/2011	$12.73	$12.73	0%	$0.00
Family Mer	3/10/2011	$16.73	$16.73	0%	$0.00
Family Mer	3/10/2011	$16.73	$16.73	0%	$0.00
Family Mer	3/10/2011	$8.25	$8.25	0%	$0.00
Single	5/25/2011	$40.87	$40.87	0%	$0.00
Family Sub	5/26/2011	$52.83	$52.83	0%	$0.00
Family Mer	5/13/2011	$420.00	$420.00	0%	$0.00
Family Mer	5/13/2011	$25.20	$25.20	0%	$0.00
Family Mer	5/13/2011	$31.50	$31.50	0%	$0.00
Family Mer	5/13/2011	$35.00	$35.00	0%	$0.00
Family Sub	5/27/2011	$43.58	$43.58	0%	$0.00
Family Sub	5/30/2011	$20.43	$20.43	0%	$0.00
Single	5/16/2011	$2,671.80	$2,671.80	0%	$0.00
Single	5/16/2011	$0.93	$0.93	0%	$0.00
Single	5/16/2011	$11.04	$11.04	0%	$0.00
Single	5/16/2011	$26.41	$26.41	0%	$0.00
Single	5/16/2011	$72.74	$72.74	0%	$0.00
Single	5/16/2011	$168.87	$168.87	0%	$0.00
Single	5/10/2011	$73.80	$73.80	0%	$0.00
Single	5/10/2011	$8.25	$8.25	0%	$0.00
Single	5/10/2011	$3.00	$3.00	0%	$0.00
Single	5/25/2011	$14.09	$14.09	0%	$0.00
Single	4/29/2011	$42.43	$42.43	0%	$0.00
Single	3/28/2011	$119.12	$119.12	0%	$0.00
Single	5/18/2011	$16.38	$16.38	0%	$0.00
Single	5/31/2011	$108.18	$108.18	0%	$0.00
Single	5/25/2011	$29.66	$29.66	0%	$0.00
Single	5/25/2011	$20.02	$20.02	0%	$0.00
Single	5/25/2011	$22.38	$22.38	0%	$0.00
Single	5/31/2011	$73.80	$73.80	0%	$0.00
Single	5/25/2011	$210.14	$210.14	0%	$0.00
Single	5/25/2011	$337.82	$337.82	0%	$0.00
Single	5/25/2011	$305.09	$305.09	0%	$0.00
Single	5/26/2011	$5.72	$5.72	0%	$0.00
Single	5/26/2011	$11.15	$11.15	0%	$0.00
Single	5/26/2011	$22.31	$22.31	0%	$0.00
Single	3/2/2011	($120.00)	($120.00)	0%	$0.00
Single	3/18/2011	($120.00)	($120.00)	0%	$0.00
Single	5/19/2011	$14.09	$14.09	0%	$0.00
Single	5/18/2011	$320.81	$320.81	0%	$0.00
Single	5/18/2011	$239.96	$239.96	0%	$0.00
Single	5/18/2011	$223.64	$223.64	0%	$0.00
Single	5/18/2011	$77.90	$77.90	0%	$0.00
Single	5/17/2011	$161.02	$161.02	0%	$0.00
Family Mer	5/31/2011	$73.80	$73.80	0%	$0.00
Family Sub	5/20/2011	$325.04	$325.04	0%	$0.00
Single	4/29/2011	$41.05	$41.05	0%	$0.00
Single	4/29/2011	$289.00	$289.00	0%	$0.00
Single	4/29/2011	$279.00	$279.00	0%	$0.00
Single	5/13/2011	$40.87	$40.87	0%	$0.00
Single	5/18/2011	$40.87	$40.87	0%	$0.00

Single	4/19/2011	$73.80	$73.80	0%	$0.00
Single	5/23/2011	$11.69	$11.69	0%	$0.00
Single	3/2/2011	($83.78)	($83.78)	0%	$0.00
Single	3/2/2011	$83.78	$83.78	0%	$0.00
Single	6/2/2011	$161.02	$161.02	0%	$0.00
Single	5/25/2011	$16.94	$16.94	0%	$0.00
Single	5/12/2011	($95.64)	($95.64)	0%	$0.00
Single	5/26/2011	$117.23	$117.23	0%	$0.00
Single	5/21/2011	$239.20	$239.20	0%	$0.00
Single	5/23/2011	$33.23	$33.23	0%	$0.00
Single	5/24/2011	$108.74	$108.74	0%	$0.00
Single	5/23/2011	$28.47	$28.47	0%	$0.00
Single	5/17/2011	($69.27)	($69.27)	0%	$0.00
Single	5/16/2011	($0.50)	($0.50)	0%	$0.00
Single	5/27/2011	$90.45	$90.45	0%	$0.00
Single	5/27/2011	$11.17	$11.17	0%	$0.00
Family Mer	5/23/2011	$7.90	$7.90	0%	$0.00
Single	5/21/2011	$137.32	$137.32	0%	$0.00
Single	5/27/2011	$15.28	$15.28	0%	$0.00
Single	5/23/2011	$91.41	$91.41	0%	$0.00
Single	4/6/2011	($59.14)	($59.14)	0%	$0.00
Single	5/23/2011	$3,699.79	$3,699.79	0%	$0.00
Single	5/23/2011	$6.82	$6.82	0%	$0.00
Single	5/23/2011	$0.30	$0.30	0%	$0.00
Single	5/23/2011	$20.54	$20.54	0%	$0.00
Single	5/23/2011	$269.31	$269.31	0%	$0.00
Single	5/25/2011	$85.47	$85.47	0%	$0.00
Single	5/23/2011	$71.37	$71.37	0%	$0.00
Single	5/27/2011	$68.72	$68.72	0%	$0.00
Single	5/27/2011	$153.99	$153.99	0%	$0.00
Single	5/27/2011	$163.11	$163.11	0%	$0.00
Single	5/21/2011	$9.78	$9.78	0%	$0.00
Single	5/23/2011	$65.38	$65.38	0%	$0.00
Single	5/23/2011	$73.34	$73.34	0%	$0.00
Single	5/23/2011	$4.55	$4.55	0%	$0.00
Single	5/26/2011	$115.49	$115.49	0%	$0.00
Single	5/24/2011	$9.51	$9.51	0%	$0.00
Single	5/23/2011	$79.61	$79.61	0%	$0.00
Single	5/23/2011	$117.23	$117.23	0%	$0.00
Single	5/23/2011	$15.99	$15.99	0%	$0.00
Single	5/21/2011	$30.32	$30.32	0%	$0.00
Single	5/23/2011	$14.94	$14.94	0%	$0.00
Single	5/27/2011	$71.01	$71.01	0%	$0.00
Single	5/22/2011	$10.42	$10.42	0%	$0.00
Family Mer	5/21/2011	$6.67	$6.67	0%	$0.00
Family Mer	5/21/2011	$292.27	$292.27	0%	$0.00
Single	5/27/2011	$120.19	$120.19	0%	$0.00
Single	5/27/2011	$2.07	$2.07	0%	$0.00
Single	5/22/2011	$9.77	$9.77	0%	$0.00
Single	5/22/2011	$2.95	$2.95	0%	$0.00
Single	5/24/2011	$12.15	$12.15	0%	$0.00
Single	5/24/2011	$202.96	$202.96	0%	$0.00

Single	5/25/2011	$2.93	$2.93	0%	$0.00
Single	5/23/2011	$20.52	$20.52	0%	$0.00
		$17,231.36	##########	0%	$0.00

Family Mer	5/20/2011	$54.25	$54.25	0%	$0.00
Single	5/21/2011	$1,866.50	$1,866.50	0%	$0.00
Family Sub	5/18/2011	$45.87	$45.87	0%	$0.00
Family Sub	5/18/2011	$2.49	$2.49	0%	$0.00
Single	5/31/2011	$45.87	$45.87	0%	$0.00
Family Mer	5/11/2011	$65.40	$65.40	0%	$0.00
Family Mer	4/25/2011	$8.25	$8.25	0%	$0.00
Family Sub	5/26/2011	$11.35	$11.35	0%	$0.00
Family Sub	5/26/2011	$65.87	$65.87	0%	$0.00
Family Sub	5/26/2011	$13.71	$13.71	0%	$0.00
Family Mer	5/31/2011	$18.98	$18.98	0%	$0.00
Family Mer	5/31/2011	$19.49	$19.49	0%	$0.00
Single	5/17/2011	$78.80	$78.80	0%	$0.00
Single	5/17/2011	$3.00	$3.00	0%	$0.00
Single	5/17/2011	$35.36	$35.36	0%	$0.00
Single	5/17/2011	$23.82	$23.82	0%	$0.00
Single	5/17/2011	$13.02	$13.02	0%	$0.00
Single	5/17/2011	$2.71	$2.71	0%	$0.00
Single	3/21/2011	$55.99	$55.99	0%	$0.00
Single	5/11/2011	$16.57	$16.57	0%	$0.00
Single	5/11/2011	$6.42	$6.42	0%	$0.00
Single	5/25/2011	$50.43	$50.43	0%	$0.00
Family Sub	5/31/2011	$45.87	$45.87	0%	$0.00
Family Sub	5/31/2011	$8.25	$8.25	0%	$0.00
Family Sub	5/31/2011	$13.02	$13.02	0%	$0.00
Family Sub	5/31/2011	$3.00	$3.00	0%	$0.00
Family Sub	5/18/2011	$78.80	$78.80	0%	$0.00
Single	5/31/2011	$47.68	$47.68	0%	$0.00
Family Sub	5/31/2011	$45.87	$45.87	0%	$0.00
Single	5/25/2011	$45.87	$45.87	0%	$0.00
Single	5/25/2011	$17.88	$17.88	0%	$0.00
Single	5/25/2011	$10.27	$10.27	0%	$0.00
Single	5/25/2011	$13.02	$13.02	0%	$0.00
Single	5/25/2011	$3.36	$3.36	0%	$0.00
Single	5/25/2011	$3.00	$3.00	0%	$0.00
Single	5/25/2011	$8.25	$8.25	0%	$0.00
Single	5/25/2011	$23.82	$23.82	0%	$0.00
Single	5/25/2011	$27.59	$27.59	0%	$0.00
Single	5/24/2011	$113.18	$113.18	0%	$0.00
Single	3/15/2011	$132.00	$132.00	0%	$0.00
Single	3/15/2011	$157.06	$157.06	0%	$0.00
Single	3/24/2011	$78.80	$78.80	0%	$0.00
Single	4/13/2011	$78.80	$78.80	0%	$0.00
Single	4/13/2011	$23.97	$23.97	0%	$0.00
Single	4/28/2011	$78.80	$78.80	0%	$0.00

Single	5/17/2011	$35.51	$35.51	0%	$0.00
Single	5/24/2011	$16.86	$16.86	0%	$0.00
Single	5/24/2011	$29.21	$29.21	0%	$0.00
Family Sub	5/18/2011	$63.33	$63.33	0%	$0.00
Family Sub	5/19/2011	$432.96	$432.96	0%	$0.00
Family Sub	5/27/2011	$45.87	$45.87	0%	$0.00
Family Mer	4/25/2011	$139.00	$139.00	0%	$0.00
Family Mer	5/26/2011	$84.54	$84.54	0%	$0.00
Family Mer	5/31/2011	$45.87	$45.87	0%	$0.00
Single	5/10/2011	$3.00	$3.00	0%	$0.00
Single	5/10/2011	$8.98	$8.98	0%	$0.00
Single	5/10/2011	$13.02	$13.02	0%	$0.00
Single	5/10/2011	$7.94	$7.94	0%	$0.00
Single	5/10/2011	$4.39	$4.39	0%	$0.00
Family Mer	5/26/2011	$45.87	$45.87	0%	$0.00
Family Mer	5/26/2011	$16.73	$16.73	0%	$0.00
Family Mer	5/26/2011	$16.73	$16.73	0%	$0.00
Family Mer	5/26/2011	$12.73	$12.73	0%	$0.00
Family Mer	5/26/2011	$12.73	$12.73	0%	$0.00
Family Mer	5/25/2011	$45.87	$45.87	0%	$0.00
Family Sub	5/28/2011	$19.09	$19.09	0%	$0.00
Family Sub	5/28/2011	$8.25	$8.25	0%	$0.00
Single	5/23/2011	$61.17	$61.17	0%	$0.00
Single	5/23/2011	$52.51	$52.51	0%	$0.00
Single	5/21/2011	$188.84	$188.84	0%	$0.00
Single	5/24/2011	$45.87	$45.87	0%	$0.00
Family Mer	5/20/2011	$7.59	$7.59	0%	$0.00
Family Sub	5/12/2011	$5.50	$5.50	0%	$0.00
Single	5/31/2011	$2.63	$2.63	0%	$0.00
Single	5/26/2011	$28.46	$28.46	0%	$0.00
Single	5/21/2011	$2.68	$2.68	0%	$0.00
Single	5/21/2011	$191.77	$191.77	0%	$0.00
Family Mer	5/24/2011	$114.76	$114.76	0%	$0.00
Family Mer	5/24/2011	$159.64	$159.64	0%	$0.00
Family Mer	5/24/2011	$90.24	$90.24	0%	$0.00
Family Mer	5/24/2011	$16.12	$16.12	0%	$0.00
Family Mer	5/24/2011	$0.16	$0.16	0%	$0.00
Family Mer	5/24/2011	$678.21	$678.21	0%	$0.00
Family Mer	5/27/2011	$5.27	$5.27	0%	$0.00
Single	5/23/2011	$78.81	$78.81	0%	$0.00
Single	5/27/2011	$497.34	$497.34	0%	$0.00
Single	5/25/2011	$274.19	$274.19	0%	$0.00
Single	5/22/2011	$358.66	$358.66	0%	$0.00
Single	5/22/2011	$27.56	$27.56	0%	$0.00
Single	5/23/2011	$53.92	$53.92	0%	$0.00
Single	5/21/2011	$6.64	$6.64	0%	$0.00
Single	5/18/2011	$19.56	$19.56	0%	$0.00
Single	5/17/2011	($59.70)	($59.70)	0%	$0.00
Single	5/23/2011	$156.64	$156.64	0%	$0.00
Single	5/27/2011	$44.97	$44.97	0%	$0.00
Single	5/25/2011	$91.70	$91.70	0%	$0.00
Single	5/25/2011	$1.48	$1.48	0%	$0.00

Single	5/22/2011	$119.84	$119.84	0%	$0.00
Single	5/23/2011	$59.60	$59.60	0%	$0.00
Single	5/24/2011	$2.63	$2.63	0%	$0.00
Single	5/23/2011	$90.45	$90.45	0%	$0.00
Single	5/21/2011	$254.03	$254.03	0%	$0.00
Single	5/21/2011	$17.70	$17.70	0%	$0.00
Family Mer	5/23/2011	$17.76	$17.76	0%	$0.00
Single	5/24/2011	$4.00	$4.00	0%	$0.00
Single	5/27/2011	$13.40	$13.40	0%	$0.00
Single	5/23/2011	$18.32	$18.32	0%	$0.00
Single	5/23/2011	$4.63	$4.63	0%	$0.00
Single	5/21/2011	$15.09	$15.09	0%	$0.00
Family Mer	5/23/2011	$2.85	$2.85	0%	$0.00
		$8,494.28	$8,494.28	0%	$0.00

TOTAL: $25,725.64

Account	Corporate I	Invoice Prc	Invoice Nui	InvcPerFrD	InvcPerToI	ClmPerFrD	ClmPerToI	BARS Cust
21185	TX1	618139	229595	5/28/2011	6/3/2011	6/1/2011	6/3/2011	TX433

21185	TX1	618139	229595	5/28/2011	6/3/2011	6/1/2011	6/3/2011	TX433
21185	TX1	618139	229595	5/28/2011	6/3/2011	6/1/2011	6/3/2011	TX433
21185	TX1	618139	229595	5/28/2011	6/3/2011	6/1/2011	6/3/2011	TX433
21185	TX1	618139	229595	5/28/2011	6/3/2011	6/1/2011	6/3/2011	TX433
21185	TX1	618139	229595	5/28/2011	6/3/2011	6/1/2011	6/3/2011	TX433
21185	TX1	618139	229595	5/28/2011	6/3/2011	6/1/2011	6/3/2011	TX433
21185	TX1	618139	229595	5/28/2011	6/3/2011	6/1/2011	6/3/2011	TX433
21185	TX1	618139	229595	5/28/2011	6/3/2011	6/1/2011	6/3/2011	TX433
21185	TX1	618139	229595	5/28/2011	6/3/2011	6/1/2011	6/3/2011	TX433
21185	TX1	618139	229595	5/28/2011	6/3/2011	6/1/2011	6/3/2011	TX433
21185	TX1	618139	229595	5/28/2011	6/3/2011	6/1/2011	6/3/2011	TX433
21185	TX1	618139	229595	5/28/2011	6/3/2011	6/1/2011	6/3/2011	TX433
21185	TX1	618139	229595	5/28/2011	6/3/2011	6/1/2011	6/3/2011	TX433
21185	TX1	618139	229595	5/28/2011	6/3/2011	6/1/2011	6/3/2011	TX433
21185	TX1	618139	229595	5/28/2011	6/3/2011	6/1/2011	6/3/2011	TX433
21185	TX1	618139	229595	5/28/2011	6/3/2011	6/1/2011	6/3/2011	TX433
21185	TX1	618139	229595	5/28/2011	6/3/2011	6/1/2011	6/3/2011	TX433
21185	TX1	618139	229595	5/28/2011	6/3/2011	6/1/2011	6/3/2011	TX433

Settlement	Association	Group Nbr	Section Nb	Group Nan	Coverage	Claim Type	Member ID	Document Control
1	3	21185	3	HIDALGO	Blue Shielc	Basic Cove	8.38E+08	00002011152502K7
1	3	21185	3	HIDALGO	Blue Shielc	Basic Cove	8.38E+08	00002011152503F9
1	3	21185	3	HIDALGO	Blue Shielc	Basic Cove	8.49E+08	0000201115450332
1	3	21185	3	HIDALGO	Blue Shielc	Basic Cove	8.4E+08	00002011152502B2
1	3	21185	3	HIDALGO	Blue Shielc	Basic Cove	8.36E+08	0000201115450157
1	3	21185	3	HIDALGO	Blue Shielc	Basic Cove	8.43E+08	00002011152503P0
1	3	21185	3	HIDALGO	Blue Shielc	Basic Cove	8.43E+08	00002011152503P0
1	3	21185	3	HIDALGO	Blue Shielc	Basic Cove	8.42E+08	0000201115350931
1	3	21185	3	HIDALGO	Blue Shielc	Basic Cove	8.44E+08	0000201115450582
1	3	21185	3	HIDALGO	Blue Shielc	Basic Cove	8.41E+08	0000201113850X69
1	3	21185	3	HIDALGO	Blue Shielc	Basic Cove	8.41E+08	0000201113850X69
1	3	21185	3	HIDALGO	Blue Shielc	Basic Cove	8.41E+08	0000201113850X69
1	3	21185	3	HIDALGO	Blue Shielc	Basic Cove	8.41E+08	0000201113850X69
1	3	21185	3	HIDALGO	Blue Shielc	Basic Cove	8.41E+08	0000201113850X69
1	3	21185	3	HIDALGO	Blue Shielc	Basic Cove	8.41E+08	0000201113850X69
1	3	21185	3	HIDALGO	Blue Shielc	Basic Cove	8.41E+08	0000201113850X69
1	3	21185	3	HIDALGO	Drug	Basic Cove	8.34E+08	111422322356009
1	3	21185	3	HIDALGO	Drug	Basic Cove	8.42E+08	111425481505025
1	3	21185	3	HIDALGO	Drug	Basic Cove	8.49E+08	111436302669010
1	3	21185	3	HIDALGO	Drug	Basic Cove	8.49E+08	111436303906018
1	3	21185	3	HIDALGO	Drug	Basic Cove	8.4E+08	111436448296019
1	3	21185	3	HIDALGO	Drug	Basic Cove	8.4E+08	111436449117016
1	3	21185	3	HIDALGO	Drug	Basic Cove	8.4E+08	111414197614013
								BASIC PLAN:
1	3	21185	13	HIDALGO	Blue Shielc	Basic Cove	8.4E+08	0000201115450326
1	3	21185	13	HIDALGO	Blue Shielc	Basic Cove	8.4E+08	0000201115250 4J3
1	3	21185	13	HIDALGO	Blue Shielc	Basic Cove	8.4E+08	0000201115450512
1	3	21185	13	HIDALGO	Blue Shielc	Basic Cove	8.4E+08	0000201115450512
1	3	21185	13	HIDALGO	Blue Shielc	Basic Cove	8.46E+08	00002011152500E6
1	3	21185	13	HIDALGO	Blue Shielc	Basic Cove	8.46E+08	00002011152500E6
1	3	21185	13	HIDALGO	Blue Shielc	Basic Cove	8.46E+08	00002011152500E6
1	3	21185	13	HIDALGO	Blue Shielc	Basic Cove	8.46E+08	00002011152500E6
1	3	21185	13	HIDALGO	Blue Shielc	Basic Cove	8.46E+08	00002011152500E6
1	3	21185	13	HIDALGO	Blue Shielc	Basic Cove	8.33E+08	0000201115450145
1	3	21185	13	HIDALGO	Blue Shielc	Basic Cove	8.33E+08	0000201115453020
1	3	21185	13	HIDALGO	Blue Shielc	Basic Cove	8.43E+08	00002011152503N8
1	3	21185	13	HIDALGO	Blue Shielc	Basic Cove	8.48E+08	0000201115350A04
1	3	21185	13	HIDALGO	Blue Shielc	Basic Cove	8.48E+08	0000201115350255
1	3	21185	13	HIDALGO	Blue Shielc	Basic Cove	8.38E+08	0000201113950495
1	3	21185	13	HIDALGO	Blue Shielc	Basic Cove	8.38E+08	0000201113950495
1	3	21185	13	HIDALGO	Blue Shielc	Basic Cove	8.38E+08	00002011145504L6
1	3	21185	13	HIDALGO	Blue Shielc	Basic Cove	8.38E+08	00002011145504L6
1	3	21185	13	HIDALGO	Blue Shielc	Basic Cove	8.38E+08	0000201114650V04
1	3	21185	13	HIDALGO	Blue Shielc	Basic Cove	8.38E+08	0000201114650V04
1	3	21185	13	HIDALGO	Blue Shielc	Basic Cove	8.38E+08	00002011152502K7
1	3	21185	13	HIDALGO	Blue Shielc	Basic Cove	8.38E+08	0000201115350222

1	3	21185	13	HIDALGO	Blue Shield	Basic Cove	8.5E+08	0000201115453037	
1	3	21185	13	HIDALGO	Blue Shield	Basic Cove	8.5E+08	0000201115453037	
1	3	21185	13	HIDALGO	Blue Shield	Basic Cove	8.5E+08	0000201115453037	
1	3	21185	13	HIDALGO	Drug	Basic Cove	8.46E+08	111465973453029	
1	3	21185	13	HIDALGO	Drug	Basic Cove	8.42E+08	111442722085011	
1	3	21185	13	HIDALGO	Drug	Basic Cove	8.42E+08	111474041990016	
1	3	21185	13	HIDALGO	Drug	Basic Cove	8.39E+08	111436146110025	
1	3	21185	13	HIDALGO	Drug	Basic Cove	8.41E+08	111463226215015	
1	3	21185	13	HIDALGO	Drug	Basic Cove	8.45E+08	111443582030022	
1	3	21185	13	HIDALGO	Drug	Basic Cove	8.45E+08	111466098957015	
1	3	21185	13	HIDALGO	Drug	Basic Cove	8.39E+08	111470170440015	
1	3	21185	13	HIDALGO	Drug	Basic Cove	8.5E+08	111444258038018	
1	3	21185	13	HIDALGO	Drug	Basic Cove	8.5E+08	111444258653020	
1	3	21185	13	HIDALGO	Drug	Basic Cove	8.5E+08	111456187265012	
1	3	21185	13	HIDALGO	Drug	Basic Cove	8.38E+08	111453815235029	
1	3	21185	13	HIDALGO	Drug	Basic Cove	8.38E+08	111476951570013	
1	3	21185	13	HIDALGO	Drug	Basic Cove	8.38E+08	111434138440023	
								BUY-UP PLAN:	

Tier	Service Da	Gross Amt	Net Amt	Fee Percer	Fee Amt
Family Mer	5/23/2011	$67.45	$67.45	0%	$0.00
Family Mer	5/17/2011	$264.88	$264.88	0%	$0.00
Family Sub	5/31/2011	$73.80	$73.80	0%	$0.00
Family Sub	5/19/2011	$32.10	$32.10	0%	$0.00
Single	5/31/2011	$14.09	$14.09	0%	$0.00
Family Sub	5/11/2011	$40.87	$40.87	0%	$0.00
Family Sub	5/11/2011	$12.73	$12.73	0%	$0.00
Single	5/26/2011	$40.87	$40.87	0%	$0.00
Single	5/28/2011	$14.09	$14.09	0%	$0.00
Family Mer	5/14/2011	$0.00	$0.00	0%	$0.00
Family Mer	5/14/2011	$0.00	$0.00	0%	$0.00
Family Mer	5/14/2011	$0.00	$0.00	0%	$0.00
Family Mer	5/14/2011	$0.00	$0.00	0%	$0.00
Family Mer	5/14/2011	$0.00	$0.00	0%	$0.00
Family Mer	5/14/2011	$0.00	$0.00	0%	$0.00
Family Mer	5/14/2011	$0.00	$0.00	0%	$0.00
Single	5/22/2011	$83.89	$83.89	0%	$0.00
Single	5/22/2011	$370.79	$370.79	0%	$0.00
Single	5/23/2011	$44.63	$44.63	0%	$0.00
Single	5/23/2011	$15.81	$15.81	0%	$0.00
Single	5/23/2011	$77.80	$77.80	0%	$0.00
Single	5/23/2011	$6.01	$6.01	0%	$0.00
Single	5/21/2011	$47.69	$47.69	0%	$0.00
		$1,207.50	########	0%	$0.00

Family Mer	5/31/2011	$45.87	$45.87	0%	$0.00
Family Sub	5/25/2011	$45.87	$45.87	0%	$0.00
Family Mer	5/31/2011	$103.22	$103.22	0%	$0.00
Family Mer	5/31/2011	$25.00	$25.00	0%	$0.00
Family Sub	5/25/2011	$45.87	$45.87	0%	$0.00
Family Sub	5/25/2011	$21.58	$21.58	0%	$0.00
Family Sub	5/25/2011	$12.73	$12.73	0%	$0.00
Family Sub	5/25/2011	$0.45	$0.45	0%	$0.00
Family Sub	5/25/2011	$25.55	$25.55	0%	$0.00
Single	5/26/2011	$98.80	$98.80	0%	$0.00
Single	5/26/2011	$22.76	$22.76	0%	$0.00
Family Mer	5/28/2011	$39.88	$39.88	0%	$0.00
Family Mer	5/9/2011	$148.96	$148.96	0%	$0.00
Family Mer	5/9/2011	$248.01	$248.01	0%	$0.00
Family Sub	5/16/2011	$35.99	$35.99	0%	$0.00
Family Sub	5/16/2011	$2.71	$2.71	0%	$0.00
Family Sub	5/20/2011	$63.98	$63.98	0%	$0.00
Family Sub	5/20/2011	$2.71	$2.71	0%	$0.00
Family Sub	5/24/2011	$13.22	$13.22	0%	$0.00
Family Sub	5/24/2011	$2.71	$2.71	0%	$0.00
Family Sub	5/19/2011	$47.63	$47.63	0%	$0.00
Family Sub	5/20/2011	$16.94	$16.94	0%	$0.00

Single	5/24/2011	$32.17	$32.17	0%	$0.00
Single	5/24/2011	$20.02	$20.02	0%	$0.00
Single	5/24/2011	$18.57	$18.57	0%	$0.00
Family Mer	5/26/2011	$2.63	$2.63	0%	$0.00
Single	5/24/2011	$3,515.20	########	0%	$0.00
Single	5/27/2011	$160.47	$160.47	0%	$0.00
Family Mer	5/23/2011	$23.70	$23.70	0%	$0.00
Single	5/26/2011	$43.98	$43.98	0%	$0.00
Single	5/24/2011	$90.37	$90.37	0%	$0.00
Single	5/26/2011	$200.58	$200.58	0%	$0.00
Single	5/27/2011	$59.46	$59.46	0%	$0.00
Single	5/24/2011	$13.23	$13.23	0%	$0.00
Single	5/24/2011	$142.68	$142.68	0%	$0.00
Single	5/25/2011	$0.55	$0.55	0%	$0.00
Family Mer	5/25/2011	$202.19	$202.19	0%	$0.00
Family Mer	5/27/2011	$5.16	$5.16	0%	$0.00
Single	5/23/2011	$93.86	$93.86	0%	$0.00
		$5,695.26	########	0%	$0.00

TOTAL: $6,902.76

Account	Corporate I	Invoice Prc	Invoice Nui	InvcPerFrD	InvcPerToI	ClmPerFrD	ClmPerToI	BARS Cust
21185	TX1	618139	229595	5/28/2011	6/3/2011	6/1/2011	6/3/2011	TX433

Settlement	Association	Group Nbr	Section Nb	Group Nan	Coverage	Claim Type	Member ID	Document Control
1	4	21185	4	HIDALGO	Blue Shielc	Basic Cove	8.37E+08	000020111545035V
1	4	21185	4	HIDALGO	Blue Shielc	Basic Cove	8.37E+08	000020111545035V
1	4	21185	4	HIDALGO	Blue Shielc	Basic Cove	8.37E+08	000020111545035V
1	4	21185	4	HIDALGO	Blue Shielc	Basic Cove	8.37E+08	000020111545035V
1	4	21185	4	HIDALGO	Blue Shielc	Basic Cove	8.37E+08	000020111545035V
1	4	21185	4	HIDALGO	Blue Shielc	Basic Cove	8.37E+08	000020111545035V
1	4	21185	4	HIDALGO	Blue Shielc	Basic Cove	8.5E+08	00002011152509B7
1	4	21185	4	HIDALGO	Blue Shielc	Basic Cove	8.5E+08	00002011152509B7
1	4	21185	4	HIDALGO	Blue Shielc	Basic Cove	8.5E+08	00002011152509B7
1	4	21185	4	HIDALGO	Blue Shielc	Basic Cove	8.5E+08	00002011152509B7
1	4	21185	4	HIDALGO	Blue Shielc	Basic Cove	8.5E+08	00002011152509B7
1	4	21185	4	HIDALGO	Blue Shielc	Basic Cove	8.5E+08	00002011152509B7
1	4	21185	4	HIDALGO	Blue Shielc	Basic Cove	8.5E+08	00002011152509B7
1	4	21185	4	HIDALGO	Blue Shielc	Basic Cove	8.5E+08	00002011152509B7
1	4	21185	4	HIDALGO	Blue Shielc	Basic Cove	8.5E+08	00002011152509B7
1	4	21185	4	HIDALGO	Blue Shielc	Basic Cove	8.5E+08	00002011152509B7
1	4	21185	4	HIDALGO	Blue Shielc	Basic Cove	8.5E+08	00002011152509B7
1	4	21185	4	HIDALGO	Blue Shielc	Basic Cove	8.5E+08	00002011152509B7
1	4	21185	4	HIDALGO	Blue Shielc	Basic Cove	8.5E+08	00002011152509B7
1	4	21185	4	HIDALGO	Blue Shielc	Basic Cove	8.5E+08	00002011152509B7
1	4	21185	4	HIDALGO	Blue Shielc	Basic Cove	8.5E+08	00002011152509B7
1	4	21185	4	HIDALGO	Blue Shielc	Basic Cove	8.5E+08	0000201115453015
1	4	21185	4	HIDALGO	Drug	Basic Cove	8.4E+08	111434961581020
1	4	21185	4	HIDALGO	Drug	Basic Cove	8.41E+08	111457190601024
1	4	21185	4	HIDALGO	Drug	Basic Cove	8.4E+08	111354815939013
1	4	21185	4	HIDALGO	Drug	Basic Cove	8.38E+08	111436521442021
1	4	21185	4	HIDALGO	Drug	Basic Cove	8.5E+08	111455264546009
								BASIC PLAN:
1	4	21185	14	HIDALGO	Blue Shielc	Basic Cove	8.47E+08	00002011152502D9
1	4	21185	14	HIDALGO	Blue Shielc	Basic Cove	8.47E+08	00002011152502D9
1	4	21185	14	HIDALGO	Blue Shielc	Basic Cove	8.47E+08	00002011152502D9
1	4	21185	14	HIDALGO	Blue Shielc	Basic Cove	8.47E+08	00002011152502D9
1	4	21185	14	HIDALGO	Blue Shielc	Basic Cove	8.47E+08	00002011152502D9
1	4	21185	14	HIDALGO	Blue Shielc	Basic Cove	8.34E+08	000020111405020H
1	4	21185	14	HIDALGO	Blue Shielc	Basic Cove	8.34E+08	000020111405020H
1	4	21185	14	HIDALGO	Blue Shielc	Basic Cove	8.34E+08	000020111405020H
1	4	21185	14	HIDALGO	Blue Shielc	Basic Cove	8.38E+08	0000201115350B72
1	4	21185	14	HIDALGO	Drug	Basic Cove	8.31E+08	111473417889025
								BUY-UP PLAN:

Tier	Service Da	Gross Amt	Net Amt	Fee Percer	Fee Amt
Single	5/23/2011	$73.80	$73.80	0%	$0.00
Single	5/23/2011	$23.82	$23.82	0%	$0.00
Single	5/23/2011	$13.02	$13.02	0%	$0.00
Single	5/23/2011	$10.27	$10.27	0%	$0.00
Single	5/23/2011	$3.36	$3.36	0%	$0.00
Single	5/23/2011	$8.25	$8.25	0%	$0.00
Single	5/27/2011	$73.80	$73.80	0%	$0.00
Single	5/27/2011	$106.40	$106.40	0%	$0.00
Single	5/27/2011	$16.32	$16.32	0%	$0.00
Single	5/27/2011	$13.78	$13.78	0%	$0.00
Single	5/27/2011	$8.76	$8.76	0%	$0.00
Single	5/27/2011	$18.84	$18.84	0%	$0.00
Single	5/27/2011	$3.00	$3.00	0%	$0.00
Single	5/27/2011	$13.34	$13.34	0%	$0.00
Single	5/27/2011	$4.14	$4.14	0%	$0.00
Single	5/27/2011	$34.12	$34.12	0%	$0.00
Single	5/27/2011	$34.12	$34.12	0%	$0.00
Single	5/27/2011	$3.00	$3.00	0%	$0.00
Single	5/27/2011	$19.49	$19.49	0%	$0.00
Single	5/27/2011	$19.49	$19.49	0%	$0.00
Single	5/27/2011	$19.49	$19.49	0%	$0.00
Single	5/27/2011	$22.76	$22.76	0%	$0.00
Single	5/23/2011	$12.98	$12.98	0%	$0.00
Family Mer	5/25/2011	$497.30	$497.30	0%	$0.00
Single	5/15/2011	($114.98)	($114.98)	0%	$0.00
Single	5/23/2011	$38.27	$38.27	0%	$0.00
Single	5/25/2011	$2.63	$2.63	0%	$0.00
		$979.57	$979.57	0%	$0.00

Single	5/27/2011	$45.87	$45.87	0%	$0.00
Single	5/27/2011	$8.76	$8.76	0%	$0.00
Single	5/27/2011	$12.73	$12.73	0%	$0.00
Single	5/27/2011	$16.32	$16.32	0%	$0.00
Single	5/27/2011	$3.00	$3.00	0%	$0.00
Single	3/19/2011	$2.70	$2.70	0%	$0.00
Single	3/19/2011	$13.02	$13.02	0%	$0.00
Single	3/19/2011	$16.32	$16.32	0%	$0.00
Single	5/28/2011	$8.93	$8.93	0%	$0.00
Family Mer	5/27/2011	$58.63	$58.63	0%	$0.00
		$186.28	$186.28	0%	$0.00

TOTAL:	$1,165.85

Account	Corporate I	Invoice Prc	Invoice Nui	InvcPerFrD	InvcPerToI	ClmPerFrD	ClmPerToI	BARS Cust
21185	TX1	618139	229595	5/28/2011	6/3/2011	6/1/2011	6/3/2011	TX433

21185	TX1	618139	229595	5/28/2011	6/3/2011	6/1/2011	6/3/2011	TX433
21185	TX1	618139	229595	5/28/2011	6/3/2011	6/1/2011	6/3/2011	TX433
21185	TX1	618139	229595	5/28/2011	6/3/2011	6/1/2011	6/3/2011	TX433
21185	TX1	618139	229595	5/28/2011	6/3/2011	6/1/2011	6/3/2011	TX433
21185	TX1	618139	229595	5/28/2011	6/3/2011	6/1/2011	6/3/2011	TX433
21185	TX1	618139	229595	5/28/2011	6/3/2011	6/1/2011	6/3/2011	TX433
21185	TX1	618139	229595	5/28/2011	6/3/2011	6/1/2011	6/3/2011	TX433
21185	TX1	618139	229595	5/28/2011	6/3/2011	6/1/2011	6/3/2011	TX433

Settlement	Association	Group Nbr	Section Nb	Group Nan	Coverage	Claim Type	Member ID	Document Control
1	5	21185	5	HIDALGO	Blue Shielc	Basic Cove	8.43E+08	0000201115453007
1	5	21185	5	HIDALGO	Blue Shielc	Basic Cove	8.43E+08	0000201115453007
1	5	21185	5	HIDALGO	Blue Shielc	Basic Cove	8.43E+08	0000201115453007
1	5	21185	5	HIDALGO	Blue Shielc	Basic Cove	8.43E+08	0000201115450239
1	5	21185	5	HIDALGO	Blue Shielc	Basic Cove	8.39E+08	00002011152501G5
1	5	21185	5	HIDALGO	Blue Shielc	Basic Cove	8.39E+08	00002011152501G5
1	5	21185	5	HIDALGO	Blue Shielc	Basic Cove	8.39E+08	00002011152501G5
1	5	21185	5	HIDALGO	Blue Shielc	Basic Cove	8.41E+08	0000201112303022
1	5	21185	5	HIDALGO	Blue Shielc	Basic Cove	8.41E+08	0000201112303022
1	5	21185	5	HIDALGO	Blue Shielc	Basic Cove	8.41E+08	0000201112303022
1	5	21185	5	HIDALGO	Blue Shielc	Basic Cove	8.41E+08	0000201112303022
1	5	21185	5	HIDALGO	Blue Shielc	Basic Cove	8.41E+08	0000201112303022
1	5	21185	5	HIDALGO	Blue Shielc	Basic Cove	8.41E+08	0000201112611009
1	5	21185	5	HIDALGO	Blue Shielc	Basic Cove	8.41E+08	0000201112611009
1	5	21185	5	HIDALGO	Blue Shielc	Basic Cove	8.4E+08	00002011152504Q1
1	5	21185	5	HIDALGO	Blue Shielc	Basic Cove	8.43E+08	000020111545053X
1	5	21185	5	HIDALGO	Blue Shielc	Basic Cove	8.43E+08	000020111545053X
1	5	21185	5	HIDALGO	Blue Shielc	Basic Cove	8.43E+08	0000201114653007
1	5	21185	5	HIDALGO	Blue Shielc	Basic Cove	8.43E+08	0000201114653007
1	5	21185	5	HIDALGO	Blue Shielc	Basic Cove	8.43E+08	0000201114653007
1	5	21185	5	HIDALGO	Blue Shielc	Basic Cove	8.43E+08	0000201114653007
1	5	21185	5	HIDALGO	Blue Shielc	Basic Cove	8.43E+08	0000201114653007
1	5	21185	5	HIDALGO	Drug	Basic Cove	8.41E+08	111453805286017
1	5	21185	5	HIDALGO	Drug	Basic Cove	8.41E+08	111466553876005
1	5	21185	5	HIDALGO	Drug	Basic Cove	8.4E+08	111294103905019
1	5	21185	5	HIDALGO	Drug	Basic Cove	8.43E+08	111446451702027
								BASIC PLAN:
1	5	21185	15	HIDALGO	Blue Shielc	Basic Cove	8.4E+08	00002011152505N6
1	5	21185	15	HIDALGO	Blue Shielc	Basic Cove	8.4E+08	00002011152505N6
1	5	21185	15	HIDALGO	Blue Shielc	Basic Cove	8.4E+08	00002011152505N6
1	5	21185	15	HIDALGO	Blue Shielc	Basic Cove	8.4E+08	00002011152505N6
1	5	21185	15	HIDALGO	Blue Shielc	Basic Cove	8.4E+08	00002011152509E1
1	5	21185	15	HIDALGO	Blue Shielc	Basic Cove	8.4E+08	00002011152509E1
1	5	21185	15	HIDALGO	Blue Shielc	Basic Cove	8.4E+08	00002011152509E1
1	5	21185	15	HIDALGO	Blue Shielc	Basic Cove	8.4E+08	00002011152509E1
1	5	21185	15	HIDALGO	Blue Shielc	Basic Cove	8.4E+08	00002011152509E1
1	5	21185	15	HIDALGO	Blue Shielc	Basic Cove	8.4E+08	00002011152509E1
1	5	21185	15	HIDALGO	Blue Shielc	Basic Cove	8.35E+08	0000201115450538
1	5	21185	15	HIDALGO	Blue Shielc	Basic Cove	8.35E+08	0000201115450538
1	5	21185	15	HIDALGO	Blue Shielc	Basic Cove	8.44E+08	0000201115450493
1	5	21185	15	HIDALGO	Blue Shielc	Basic Cove	8.44E+08	0000201115450493
1	5	21185	15	HIDALGO	Blue Shielc	Basic Cove	8.42E+08	0000201115350430
1	5	21185	15	HIDALGO	Drug	Basic Cove	8.39E+08	111455751373016
1	5	21185	15	HIDALGO	Drug	Basic Cove	8.39E+08	111475900372025
1	5	21185	15	HIDALGO	Drug	Basic Cove	8.41E+08	111431804250005
1	5	21185	15	HIDALGO	Drug	Basic Cove	8.44E+08	111454466629028

1	5	21185	15	HIDALGO	Drug	Basic Cove	8.42E+08	111404660416022	
1	5	21185	15	HIDALGO	Drug	Basic Cove	8.42E+08	111423756412029	
1	5	21185	15	HIDALGO	Drug	Basic Cove	8.42E+08	111433095305022	
1	5	21185	15	HIDALGO	Drug	Basic Cove	8.4E+08	111446475909027	
1	5	21185	15	HIDALGO	Drug	Basic Cove	8.4E+08	111453373422029	
1	5	21185	15	HIDALGO	Drug	Basic Cove	8.35E+08	111424426030020	
1	5	21185	15	HIDALGO	Drug	Basic Cove	8.35E+08	111424426471029	
1	5	21185	15	HIDALGO	Drug	Basic Cove	8.35E+08	111455181634023	
								BUY-UP PLAN:	

Tier	Service Da	Gross Amt	Net Amt	Fee Percer	Fee Amt
Family Mer	5/30/2011	$15.00	$15.00	0%	$0.00
Family Mer	5/30/2011	$11.51	$11.51	0%	$0.00
Family Mer	5/30/2011	$8.34	$8.34	0%	$0.00
Family Sub	5/31/2011	$61.31	$61.31	0%	$0.00
Family Sub	5/30/2011	$2.71	$2.71	0%	$0.00
Family Sub	5/30/2011	$11.31	$11.31	0%	$0.00
Family Sub	5/30/2011	$68.41	$68.41	0%	$0.00
Family Sub	3/31/2011	$105.66	$105.66	0%	$0.00
Family Sub	3/31/2011	$14.50	$14.50	0%	$0.00
Family Sub	3/31/2011	$56.64	$56.64	0%	$0.00
Family Sub	3/31/2011	$16.71	$16.71	0%	$0.00
Family Sub	3/31/2011	$18.46	$18.46	0%	$0.00
Family Sub	3/31/2011	$2.48	$2.48	0%	$0.00
Family Sub	4/30/2011	$105.66	$105.66	0%	$0.00
Family Sub	4/30/2011	$14.50	$14.50	0%	$0.00
Single	5/25/2011	$73.80	$73.80	0%	$0.00
Family Mer	5/25/2011	$40.87	$40.87	0%	$0.00
Family Mer	5/25/2011	$2.71	$2.71	0%	$0.00
Family Mer	5/23/2011	$94.09	$94.09	0%	$0.00
Family Mer	5/23/2011	$5.50	$5.50	0%	$0.00
Family Mer	5/23/2011	$19.49	$19.49	0%	$0.00
Family Mer	5/23/2011	$19.49	$19.49	0%	$0.00
Family Mer	5/23/2011	$19.49	$19.49	0%	$0.00
Single	5/25/2011	$160.28	$160.28	0%	$0.00
Single	5/26/2011	$115.03	$115.03	0%	$0.00
Single	5/9/2011	($5.92)	($5.92)	0%	$0.00
Family Mer	5/24/2011	$0.50	$0.50	0%	$0.00
		$1,058.53	$1,058.53	0%	$0.00

Family Mer	5/28/2011	$4.16	$4.16	0%	$0.00
Family Mer	5/28/2011	$9.43	$9.43	0%	$0.00
Family Mer	5/28/2011	$5.03	$5.03	0%	$0.00
Family Mer	5/28/2011	$4.45	$4.45	0%	$0.00
Family Mer	5/28/2011	$63.98	$63.98	0%	$0.00
Family Mer	5/28/2011	$13.02	$13.02	0%	$0.00
Family Mer	5/28/2011	$16.32	$16.32	0%	$0.00
Family Mer	5/28/2011	$13.78	$13.78	0%	$0.00
Family Mer	5/28/2011	$8.76	$8.76	0%	$0.00
Family Mer	5/28/2011	$3.00	$3.00	0%	$0.00
Family Mer	5/31/2011	$45.87	$45.87	0%	$0.00
Family Mer	5/31/2011	$12.73	$12.73	0%	$0.00
Single	5/25/2011	$78.80	$78.80	0%	$0.00
Single	5/25/2011	$3.00	$3.00	0%	$0.00
Family Mer	5/30/2011	$45.87	$45.87	0%	$0.00
Family Mer	5/25/2011	$245.53	$245.53	0%	$0.00
Single	5/27/2011	$127.91	$127.91	0%	$0.00
Single	5/23/2011	$117.18	$117.18	0%	$0.00
Single	5/25/2011	$2.47	$2.47	0%	$0.00

Single	5/20/2011	($361.38)	($361.38)	0%	$0.00
Single	5/22/2011	$109.63	$109.63	0%	$0.00
Single	5/23/2011	$674.66	$674.66	0%	$0.00
Family Mer	5/24/2011	$104.78	$104.78	0%	$0.00
Single	5/25/2011	$7.77	$7.77	0%	$0.00
Single	5/22/2011	$0.67	$0.67	0%	$0.00
Single	5/22/2011	$35.11	$35.11	0%	$0.00
Single	5/25/2011	$159.64	$159.64	0%	$0.00
		$1,552.17	$1,552.17	0%	$0.00

TOTAL: $2,610.70

Account	Corporate	Invoice Prc	Invoice Nu	InvcPerFrD	InvcPerToD	ClmPerFrD	ClmPerToD	BARS Cus
HIDALGO COUNTY								
21185	TX1	618139	229595	5/28/2011	6/3/2011	6/1/2011	6/3/2011	TX433
21185	TX1	618139	229595	5/28/2011	6/3/2011	6/1/2011	6/3/2011	TX433
21185	TX1	618139	229595	5/28/2011	6/3/2011	6/1/2011	6/3/2011	TX433
21185	TX1	618139	229595	5/28/2011	6/3/2011	6/1/2011	6/3/2011	TX433
21185	TX1	618139	229595	5/28/2011	6/3/2011	6/1/2011	6/3/2011	TX433
21185	TX1	618139	229595	5/28/2011	6/3/2011	6/1/2011	6/3/2011	TX433
21185	TX1	618139	229595	5/28/2011	6/3/2011	6/1/2011	6/3/2011	TX433
21185	TX1	618139	229595	5/28/2011	6/3/2011	6/1/2011	6/3/2011	TX433
21185	TX1	618139	229595	5/28/2011	6/3/2011	6/1/2011	6/3/2011	TX433
21185	TX1	618139	229595	5/28/2011	6/3/2011	6/1/2011	6/3/2011	TX433
21185	TX1	618139	229595	5/28/2011	6/3/2011	6/1/2011	6/3/2011	TX433
21185	TX1	618139	229595	5/28/2011	6/3/2011	6/1/2011	6/3/2011	TX433
21185	TX1	618139	229595	5/28/2011	6/3/2011	6/1/2011	6/3/2011	TX433
21185	TX1	618139	229595	5/28/2011	6/3/2011	6/1/2011	6/3/2011	TX433
21185	TX1	618139	229595	5/28/2011	6/3/2011	6/1/2011	6/3/2011	TX433
21185	TX1	618139	229595	5/28/2011	6/3/2011	6/1/2011	6/3/2011	TX433
21185	TX1	618139	229595	5/28/2011	6/3/2011	6/1/2011	6/3/2011	TX433
HIDALGO COUNTY								
21185	TX1	618139	229595	5/28/2011	6/3/2011	6/1/2011	6/3/2011	TX433
21185	TX1	618139	229595	5/28/2011	6/3/2011	6/1/2011	6/3/2011	TX433
21185	TX1	618139	229595	5/28/2011	6/3/2011	6/1/2011	6/3/2011	TX433
21185	TX1	618139	229595	5/28/2011	6/3/2011	6/1/2011	6/3/2011	TX433
21185	TX1	618139	229595	5/28/2011	6/3/2011	6/1/2011	6/3/2011	TX433
21185	TX1	618139	229595	5/28/2011	6/3/2011	6/1/2011	6/3/2011	TX433
21185	TX1	618139	229595	5/28/2011	6/3/2011	6/1/2011	6/3/2011	TX433
21185	TX1	618139	229595	5/28/2011	6/3/2011	6/1/2011	6/3/2011	TX433
21185	TX1	618139	229595	5/28/2011	6/3/2011	6/1/2011	6/3/2011	TX433
21185	TX1	618139	229595	5/28/2011	6/3/2011	6/1/2011	6/3/2011	TX433
21185	TX1	618139	229595	5/28/2011	6/3/2011	6/1/2011	6/3/2011	TX433
21185	TX1	618139	229595	5/28/2011	6/3/2011	6/1/2011	6/3/2011	TX433
21185	TX1	618139	229595	5/28/2011	6/3/2011	6/1/2011	6/3/2011	TX433
21185	TX1	618139	229595	5/28/2011	6/3/2011	6/1/2011	6/3/2011	TX433
21185	TX1	618139	229595	5/28/2011	6/3/2011	6/1/2011	6/3/2011	TX433
21185	TX1	618139	229595	5/28/2011	6/3/2011	6/1/2011	6/3/2011	TX433
21185	TX1	618139	229595	5/28/2011	6/3/2011	6/1/2011	6/3/2011	TX433
21185	TX1	618139	229595	5/28/2011	6/3/2011	6/1/2011	6/3/2011	TX433
HEADSTART PROGRAM								
21185	TX1	618139	229595	5/28/2011	6/3/2011	6/1/2011	6/3/2011	TX433

Settlement	Association	Group Nbr	Section Nb	Group Nan	Coverage	Claim Type	Member ID	Document Control
1	7	21185	9001	HIDALGO	Blue Shield	Basic Cove	8.41E+08	0000201112403020
1	7	21185	9001	HIDALGO	Blue Shield	Basic Cove	8.41E+08	0000201112403020
1	7	21185	9001	HIDALGO	Blue Shield	Basic Cove	8.41E+08	0000201112403020
1	7	21185	9001	HIDALGO	Blue Shield	Basic Cove	8.41E+08	0000201112403020
1	7	21185	9001	HIDALGO	Blue Shield	Basic Cove	8.41E+08	0000201112403020
1	7	21185	9001	HIDALGO	Blue Shield	Basic Cove	8.38E+08	0000201113853028
1	7	21185	9001	HIDALGO	Blue Shield	Basic Cove	8.38E+08	0000201113853028
1	7	21185	9001	HIDALGO	Blue Shield	Basic Cove	8.38E+08	0000201114453065
1	7	21185	9001	HIDALGO	Blue Shield	Basic Cove	8.38E+08	0000201114453065
1	7	21185	9001	HIDALGO	Blue Shield	Basic Cove	8.38E+08	00002011152502K8
1	7	21185	9001	HIDALGO	Blue Shield	Basic Cove	8.38E+08	0000201115353053
1	7	21185	9001	HIDALGO	Drug	Basic Cove	8.38E+08	111434924406007
1	7	21185	9001	HIDALGO	Drug	Basic Cove	8.38E+08	111444161676012
1	7	21185	9001	HIDALGO	Drug	Basic Cove	8.37E+08	111435405358006
1	7	21185	9001	HIDALGO	Drug	Basic Cove	8.37E+08	111435412135016
1	7	21185	9001	HIDALGO	Drug	Basic Cove	8.37E+08	111435413779023
								BASIC PLAN:
1	7	21185	9002	HIDALGO	Blue Shield	Basic Cove	8.38E+08	0000201115450862
1	7	21185	9002	HIDALGO	Blue Shield	Basic Cove	8.38E+08	0000201115450862
1	7	21185	9002	HIDALGO	Blue Shield	Basic Cove	8.44E+08	00002011075505W
1	7	21185	9002	HIDALGO	Blue Shield	Basic Cove	8.44E+08	00002011075505W
1	7	21185	9002	HIDALGO	Blue Shield	Basic Cove	8.44E+08	00002011075505W
1	7	21185	9002	HIDALGO	Blue Shield	Basic Cove	8.44E+08	00002011075505W
1	7	21185	9002	HIDALGO	Blue Shield	Basic Cove	8.44E+08	00002011075505W
1	7	21185	9002	HIDALGO	Blue Shield	Basic Cove	8.39E+08	0000201115450042
1	7	21185	9002	HIDALGO	Blue Shield	Basic Cove	8.31E+08	0000201115450059
1	7	21185	9002	HIDALGO	Blue Shield	Basic Cove	8.43E+08	0000201115350563
1	7	21185	9002	HIDALGO	Drug	Basic Cove	8.38E+08	111466307141007
1	7	21185	9002	HIDALGO	Drug	Basic Cove	8.42E+08	111470644524013
1	7	21185	9002	HIDALGO	Drug	Basic Cove	8.44E+08	111464451358017
1	7	21185	9002	HIDALGO	Drug	Basic Cove	8.37E+08	111414223029016
1	7	21185	9002	HIDALGO	Drug	Basic Cove	8.49E+08	111438415887020
1	7	21185	9002	HIDALGO	Drug	Basic Cove	8.43E+08	111431803425025
1	7	21185	9002	HIDALGO	Drug	Basic Cove	8.43E+08	111455887250022
								BUY-UP PLAN:
1	7	21185	9002	HIDALGO	Drug	Basic Cove	8.4E+08	111465453013022
								BUY-UP PLAN:

Tier	Service Da	Gross Amt	Net Amt	Fee Percer	Fee Amt
Single	2/26/2011	$24.76	$24.76	0%	$0.00
Single	2/26/2011	$3.85	$3.85	0%	$0.00
Single	2/26/2011	$3.85	$3.85	0%	$0.00
Single	2/26/2011	$17.50	$17.50	0%	$0.00
Single	2/26/2011	$3.85	$3.85	0%	$0.00
Family Sub	4/21/2011	$168.87	$168.87	0%	$0.00
Family Sub	4/21/2011	$4,603.20	$4,603.20	0%	$0.00
Family Sub	5/6/2011	$143.87	$143.87	0%	$0.00
Family Sub	5/6/2011	$4,603.20	$4,603.20	0%	$0.00
Family Sub	5/17/2011	$179.17	$179.17	0%	$0.00
Family Sub	5/27/2011	$73.80	$73.80	0%	$0.00
Single	5/23/2011	$52.08	$52.08	0%	$0.00
Single	5/24/2011	$321.44	$321.44	0%	$0.00
Single	5/23/2011	$1.77	$1.77	0%	$0.00
Single	5/23/2011	$35.76	$35.76	0%	$0.00
Single	5/23/2011	$116.83	$116.83	0%	$0.00
		$10,353.80	$10,353.80	0%	$0.00
Family Mer	5/26/2011	$45.87	$45.87	0%	$0.00
Family Mer	5/26/2011	$12.73	$12.73	0%	$0.00
Family Sub	3/2/2011	$65.87	$65.87	0%	$0.00
Family Sub	3/2/2011	$10.27	$10.27	0%	$0.00
Family Sub	3/2/2011	$8.25	$8.25	0%	$0.00
Family Sub	3/2/2011	$13.02	$13.02	0%	$0.00
Family Sub	3/2/2011	$9.27	$9.27	0%	$0.00
Single	5/18/2011	$64.43	$64.43	0%	$0.00
Single	5/24/2011	$102.78	$102.78	0%	$0.00
Single	5/26/2011	$54.88	$54.88	0%	$0.00
Family Mer	5/26/2011	$69.97	$69.97	0%	$0.00
Single	5/26/2011	$202.35	$202.35	0%	$0.00
Family Mer	5/26/2011	$152.27	$152.27	0%	$0.00
Single	5/21/2011	$12.22	$12.22	0%	$0.00
Single	5/23/2011	$28.45	$28.45	0%	$0.00
Single	5/23/2011	$221.84	$221.84	0%	$0.00
Single	5/25/2011	$13.30	$13.30	0%	$0.00
		$1,087.77	$1,087.77	0%	$0.00
Single	5/26/2011	$87.87	$87.87	0%	$0.00
TOTAL:		$11,529.44			

Account	Corporate	Invoice Prc	Invoice Nu	InvcPerFrD	InvcPerToD	ClmPerFrD	ClmPerToD	BARS Cus
HIDALGO COUNTY								
21185	TX1	618139	229595	5/28/2011	6/3/2011	6/1/2011	6/3/2011	TX433

21185	TX1	618139	229595	5/28/2011	6/3/2011	6/1/2011	6/3/2011	TX433
21185	TX1	618139	229595	5/28/2011	6/3/2011	6/1/2011	6/3/2011	TX433
21185	TX1	618139	229595	5/28/2011	6/3/2011	6/1/2011	6/3/2011	TX433
21185	TX1	618139	229595	5/28/2011	6/3/2011	6/1/2011	6/3/2011	TX433
21185	TX1	618139	229595	5/28/2011	6/3/2011	6/1/2011	6/3/2011	TX433
21185	TX1	618139	229595	5/28/2011	6/3/2011	6/1/2011	6/3/2011	TX433
21185	TX1	618139	229595	5/28/2011	6/3/2011	6/1/2011	6/3/2011	TX433
21185	TX1	618139	229595	5/28/2011	6/3/2011	6/1/2011	6/3/2011	TX433
21185	TX1	618139	229595	5/28/2011	6/3/2011	6/1/2011	6/3/2011	TX433
21185	TX1	618139	229595	5/28/2011	6/3/2011	6/1/2011	6/3/2011	TX433

Settlement	Association	Group Nbr	Section Nb	Group Nan	Coverage	Claim Type	Member ID	Document Control
1	6	21185	6	HIDALGO	Blue Shielc	Basic Cove	8.37E+08	0000201012357257
1	6	21185	6	HIDALGO	Blue Shielc	Basic Cove	8.37E+08	0000201012357257
1	6	21185	6	HIDALGO	Blue Shielc	Basic Cove	8.37E+08	0000201115257476
1	6	21185	6	HIDALGO	Blue Shielc	Basic Cove	8.43E+08	0000201004257 4Z8
1	6	21185	6	HIDALGO	Blue Shielc	Basic Cove	8.43E+08	0000201004257 4Z8
1	6	21185	6	HIDALGO	Blue Shielc	Basic Cove	8.43E+08	0000201004257 4Z8
1	6	21185	6	HIDALGO	Blue Shielc	Basic Cove	8.43E+08	0000201004257 4Z8
1	6	21185	6	HIDALGO	Blue Shielc	Basic Cove	8.43E+08	00002010042579Y7
1	6	21185	6	HIDALGO	Blue Shielc	Basic Cove	8.43E+08	00002010042579Y7
1	6	21185	6	HIDALGO	Blue Shielc	Basic Cove	8.43E+08	0000201004357389
1	6	21185	6	HIDALGO	Blue Shielc	Basic Cove	8.43E+08	0000201004357389
1	6	21185	6	HIDALGO	Blue Shielc	Basic Cove	8.43E+08	0000201004357389
1	6	21185	6	HIDALGO	Blue Shielc	Basic Cove	8.43E+08	0000201004357389
								BASIC PLAN:
1	6	21185	6	HIDALGO	Blue Shielc	Basic Cove	8.37E+08	0000201115350920
1	6	21185	6	HIDALGO	Blue Shielc	Basic Cove	8.37E+08	0000201115350920
1	6	21185	6	HIDALGO	Blue Shielc	Basic Cove	8.37E+08	0000201115350920
1	6	21185	6	HIDALGO	Blue Shielc	Basic Cove	8.37E+08	0000201115350920
1	6	21185	6	HIDALGO	Drug	Basic Cove	8.37E+08	111466044224006
								BASIC PLAN:
1	6	21185	16	HIDALGO	Blue Cross	Basic Cove	8.43E+08	00002011137527P7
1	6	21185	16	HIDALGO	Blue Cross	Basic Cove	8.43E+08	00002011137527P7
1	6	21185	16	HIDALGO	Blue Shielc	Basic Cove	8.43E+08	0000201115350045
1	6	21185	16	HIDALGO	Blue Shielc	Basic Cove	8.43E+08	000020111545089Y
1	6	21185	16	HIDALGO	Blue Shielc	Basic Cove	8.38E+08	0000201115353053
1	6	21185	16	HIDALGO	Blue Shielc	Basic Cove	8.38E+08	0000201115353053
1	6	21185	16	HIDALGO	Blue Shielc	Basic Cove	8.38E+08	00002011152505K9
1	6	21185	16	HIDALGO	Blue Shielc	Basic Cove	8.42E+08	0000201012357751
1	6	21185	16	HIDALGO	Blue Shielc	Basic Cove	8.43E+08	0000201115350B01
1	6	21185	16	HIDALGO	Drug	Basic Cove	8.43E+08	111436156180028
1	6	21185	16	HIDALGO	Drug	Basic Cove	8.43E+08	111436156207028
1	6	21185	16	HIDALGO	Drug	Basic Cove	8.43E+08	111414968179023
1	6	21185	16	HIDALGO	Drug	Basic Cove	8.41E+08	111476151515008
1	6	21185	16	HIDALGO	Drug	Basic Cove	8.41E+08	111476151979007
1	6	21185	16	HIDALGO	Drug	Basic Cove	8.41E+08	111476696759022
1	6	21185	16	HIDALGO	Drug	Basic Cove	8.41E+08	111364343137009
1	6	21185	16	HIDALGO	Drug	Basic Cove	8.38E+08	111443646409010
1	6	21185	16	HIDALGO	Drug	Basic Cove	8.38E+08	111473814272005
1	6	21185	16	HIDALGO	Drug	Basic Cove	8.38E+08	111474978825029
1	6	21185	16	HIDALGO	Drug	Basic Cove	8.38E+08	111474996798027
1	6	21185	16	HIDALGO	Drug	Basic Cove	8.38E+08	111444399559006
1	6	21185	16	HIDALGO	Drug	Basic Cove	8.38E+08	111444400152016
1	6	21185	16	HIDALGO	Drug	Basic Cove	8.38E+08	111444411465021
1	6	21185	16	HIDALGO	Drug	Basic Cove	8.38E+08	111473793863028
1	6	21185	16	HIDALGO	Drug	Basic Cove	8.38E+08	111473795785003

1	6	21185	16	HIDALGO	Drug	Basic Cove	8.38E+08	111473796308006	
1	6	21185	16	HIDALGO	Drug	Basic Cove	8.38E+08	111473797154024	
1	6	21185	16	HIDALGO	Drug	Basic Cove	8.38E+08	111474768962006	
1	6	21185	16	HIDALGO	Drug	Basic Cove	8.38E+08	111462991783007	
1	6	21185	16	HIDALGO	Drug	Basic Cove	8.41E+08	111473407833014	
1	6	21185	16	HIDALGO	Drug	Basic Cove	8.38E+08	111433994172010	
1	6	21185	16	HIDALGO	Drug	Basic Cove	8.37E+08	111466920242001	
1	6	21185	16	HIDALGO	Drug	Basic Cove	8.41E+08	111454825397018	
1	6	21185	16	HIDALGO	Drug	Basic Cove	8.42E+08	111456901686030	
1	6	21185	16	HIDALGO	Drug	Basic Cove	8.42E+08	111456906510016	
1	6	21185	16	HIDALGO	Drug	Basic Cove	8.42E+08	111456877155015	
									BUY-UP PLAN:

Tier	Service Da	Gross Amt	Net Amt	Fee Percer	Fee Amt
Single	4/7/2010	($12.24)	($12.24)	0%	$0.00
Single	4/7/2010	$12.74	$12.74	0%	$0.00
Single	5/10/2011	$8.00	$8.00	0%	$0.00
Single	1/19/2010	($41.22)	($41.22)	0%	$0.00
Single	1/19/2010	$42.80	$42.80	0%	$0.00
Single	1/20/2010	($18.80)	($18.80)	0%	$0.00
Single	1/20/2010	$19.46	$19.46	0%	$0.00
Single	1/19/2010	($32.81)	($32.81)	0%	$0.00
Single	1/19/2010	$33.99	$33.99	0%	$0.00
Single	1/21/2010	($18.80)	($18.80)	0%	$0.00
Single	1/21/2010	$19.46	$19.46	0%	$0.00
Single	1/22/2010	($18.71)	($18.71)	0%	$0.00
Single	1/22/2010	$19.48	$19.48	0%	$0.00
		$13.35	$13.35	0%	$0.00
Single	5/24/2011	$3.00	$3.00	0%	$0.00
Single	5/24/2011	$8.93	$8.93	0%	$0.00
Single	5/24/2011	$2.68	$2.68	0%	$0.00
Single	5/24/2011	$6.57	$6.57	0%	$0.00
Single	5/26/2011	$167.31	$167.31	0%	$0.00
		$188.49	$188.49	0%	$0.00
Single	5/9/2011	$322.24	$322.24	0%	$0.00
Single	5/9/2011	$17.48	$17.48	0%	$0.00
Family Mer	5/13/2011	$45.87	$45.87	0%	$0.00
Single	4/7/2011	$19.09	$19.09	0%	$0.00
Family Mer	5/31/2011	$78.80	$78.80	0%	$0.00
Family Mer	5/31/2011	$12.73	$12.73	0%	$0.00
Family Mer	5/26/2011	$60.78	$60.78	0%	$0.00
Single	4/9/2010	$19.09	$19.09	0%	$0.00
Single	4/26/2011	$29.36	$29.36	0%	$0.00
Family Mer	5/23/2011	$2.07	$2.07	0%	$0.00
Family Mer	5/23/2011	$218.05	$218.05	0%	$0.00
Single	5/21/2011	$47.82	$47.82	0%	$0.00
Single	5/27/2011	$115.49	$115.49	0%	$0.00
Single	5/27/2011	$44.92	$44.92	0%	$0.00
Single	5/27/2011	$17.67	$17.67	0%	$0.00
Single	5/16/2011	($38.07)	($38.07)	0%	$0.00
Family Mer	5/24/2011	$19.34	$19.34	0%	$0.00
Family Mer	5/27/2011	$147.32	$147.32	0%	$0.00
Family Mer	5/27/2011	$159.98	$159.98	0%	$0.00
Family Mer	5/27/2011	$115.74	$115.74	0%	$0.00
Single	5/24/2011	$84.33	$84.33	0%	$0.00
Single	5/24/2011	$215.15	$215.15	0%	$0.00
Single	5/24/2011	$10.54	$10.54	0%	$0.00
Single	5/27/2011	$63.89	$63.89	0%	$0.00
Single	5/27/2011	$132.99	$132.99	0%	$0.00

Single	5/27/2011	$104.88	$104.88	0%	$0.00
Single	5/27/2011	$0.30	$0.30	0%	$0.00
Single	5/27/2011	$1.70	$1.70	0%	$0.00
Family Mer	5/26/2011	$1,788.53	########	0%	$0.00
Single	5/27/2011	$95.00	$95.00	0%	$0.00
Single	5/22/2011	$6.40	$6.40	0%	$0.00
Single	5/26/2011	$47.47	$47.47	0%	$0.00
Single	5/25/2011	$377.03	$377.03	0%	$0.00
Family Mer	5/25/2011	$267.56	$267.56	0%	$0.00
Family Mer	5/25/2011	$55.09	$55.09	0%	$0.00
Single	5/25/2011	$267.56	$267.56	0%	$0.00
		$4,974.19	########	0%	$0.00

TOTAL:	$5,176.03

BlueCross BlueShield of Texas

Group # 021185 **HIDALGO COUNTY**
Settlement ID: **TX433010006**
Processed Date
Period 06/04/2011 to 06/10/2011

SECTION		
0001-0011	HIDALGO COUNTY	$ 287,256.72
0002-0012	HEADSTART	$ 83,192.53
0003-0013	APPRAISAL DISTRICT	$ 5,839.41
0004-0014	COMMUNITY SERVICE	$ 1,587.08
0005-0015	DRAINAGE DISTRICT	$ 3,185.49
9001-9002	COBRA	$ 3,312.89
0006-0016	RETIREE	$ 3,168.89

$387,543.01

Account	Corporate	Invoice Prc	Invoice Nu	InvcPerFrD	InvcPerToD	ClmPerFrD	ClmPerToD	BARS Cus
21185	TX1	618139	230849	6/4/2011	6/10/2011	6/4/2011	6/10/2011	TX433

21185	TX1	618139	230849	6/4/2011	6/10/2011	6/4/2011	6/10/2011 TX433

21185	TX1	618139	230849	6/4/2011	6/10/2011	6/4/2011	6/10/2011 TX433

21185	TX1	618139	230849	6/4/2011	6/10/2011	6/4/2011	6/10/2011 TX433

21185	TX1	618139	230849	6/4/2011	6/10/2011	6/4/2011	6/10/2011 TX433

21185	TX1	618139	230849	6/4/2011	6/10/2011	6/4/2011	6/10/2011 TX433

21185	TX1	618139	230849	6/4/2011	6/10/2011	6/4/2011	6/10/2011 TX433

21185	TX1	618139	230849	6/4/2011	6/10/2011	6/4/2011	6/10/2011 TX433

21185	TX1	618139	230849	6/4/2011	6/10/2011	6/4/2011	6/10/2011 TX433

21185	TX1	618139	230849	6/4/2011	6/10/2011	6/4/2011	6/10/2011 TX433

21185	TX1	618139	230849	6/4/2011	6/10/2011	6/4/2011	6/10/2011 TX433

21185	TX1	618139	230849	6/4/2011	6/10/2011	6/4/2011	6/10/2011 TX433

21185	TX1	618139	230849	6/4/2011	6/10/2011	6/4/2011	6/10/2011 TX433

21185	TX1	618139	230849	6/4/2011	6/10/2011	6/4/2011	6/10/2011 TX433

21185	TX1	618139	230849	6/4/2011	6/10/2011	6/4/2011	6/10/2011 TX433

21185	TX1	618139	230849	6/4/2011	6/10/2011	6/4/2011	6/10/2011 TX433

21185	TX1	618139	230849	6/4/2011	6/10/2011	6/4/2011	6/10/2011 TX433

21185	TX1	618139	230849	6/4/2011	6/10/2011	6/4/2011	6/10/2011 TX433

21185	TX1	618139	230849	6/4/2011	6/10/2011	6/4/2011	6/10/2011 TX433

21185	TX1	618139	230849	6/4/2011	6/10/2011	6/4/2011	6/10/2011 TX433

21185	TX1	618139	230849	6/4/2011	6/10/2011	6/4/2011	6/10/2011 TX433

21185	TX1	618139	230849	6/4/2011	6/10/2011	6/4/2011	6/10/2011 TX433

21185	TX1	618139	230849	6/4/2011	6/10/2011	6/4/2011	6/10/2011 TX433

21185	TX1	618139	230849	6/4/2011	6/10/2011	6/4/2011	6/10/2011 TX433

21185	TX1	618139	230849	6/4/2011	6/10/2011	6/4/2011	6/10/2011 TX433

21185	TX1	618139	230849	6/4/2011	6/10/2011	6/4/2011	6/10/2011 TX433

21185	TX1	618139	230849	6/4/2011	6/10/2011	6/4/2011	6/10/2011 TX433

21185	TX1	618139	230849	6/4/2011	6/10/2011	6/4/2011	6/10/2011 TX433

21185	TX1	618139	230849	6/4/2011	6/10/2011	6/4/2011	6/10/2011 TX433

21185	TX1	618139	230849	6/4/2011	6/10/2011	6/4/2011	6/10/2011 TX433

21185	TX1	618139	230849	6/4/2011	6/10/2011	6/4/2011	6/10/2011 TX433

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Settlement	Association	Group Nbr	Section Nb	Group Nan	Coverage	Claim Type	Member ID
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1	1	21185	11	HIDALGO	Drug	Basic Cove	845753459
1	1	21185	11	HIDALGO	Drug	Basic Cove	845753459
1	1	21185	11	HIDALGO	Drug	Basic Cove	845753459
1	1	21185	11	HIDALGO	Drug	Basic Cove	841297760
1	1	21185	11	HIDALGO	Drug	Basic Cove	842132741
1	1	21185	11	HIDALGO	Drug	Basic Cove	842132741
1	1	21185	11	HIDALGO	Drug	Basic Cove	844492525
1	1	21185	11	HIDALGO	Drug	Basic Cove	839977102
1	1	21185	11	HIDALGO	Drug	Basic Cove	840142203
1	1	21185	11	HIDALGO	Drug	Basic Cove	842754273
1	1	21185	11	HIDALGO	Drug	Basic Cove	842754273
1	1	21185	11	HIDALGO	Drug	Basic Cove	839309795
1	1	21185	11	HIDALGO	Drug	Basic Cove	840107253

1	1	21185	11	HIDALGO	Drug	Basic Cove	835012417
1	1	21185	11	HIDALGO	Drug	Basic Cove	835012417
1	1	21185	11	HIDALGO	Drug	Basic Cove	839134703
1	1	21185	11	HIDALGO	Drug	Basic Cove	841814782
1	1	21185	11	HIDALGO	Drug	Basic Cove	840887807
1	1	21185	11	HIDALGO	Drug	Basic Cove	839236478
1	1	21185	11	HIDALGO	Drug	Basic Cove	839236478
1	1	21185	11	HIDALGO	Drug	Basic Cove	837473358
1	1	21185	11	HIDALGO	Drug	Basic Cove	837473358
1	1	21185	11	HIDALGO	Drug	Basic Cove	839767690
1	1	21185	11	HIDALGO	Drug	Basic Cove	837194479
1	1	21185	11	HIDALGO	Drug	Basic Cove	837825080
1	1	21185	11	HIDALGO	Drug	Basic Cove	837825080
1	1	21185	11	HIDALGO	Drug	Basic Cove	837825080
1	1	21185	11	HIDALGO	Drug	Basic Cove	837825080
1	1	21185	11	HIDALGO	Drug	Basic Cove	837337716
1	1	21185	11	HIDALGO	Drug	Basic Cove	835024896
1	1	21185	11	HIDALGO	Drug	Basic Cove	835024896
1	1	21185	11	HIDALGO	Drug	Basic Cove	835024896
1	1	21185	11	HIDALGO	Drug	Basic Cove	837337716
1	1	21185	11	HIDALGO	Drug	Basic Cove	836934749
1	1	21185	11	HIDALGO	Drug	Basic Cove	836934749
1	1	21185	11	HIDALGO	Drug	Basic Cove	839273826
1	1	21185	11	HIDALGO	Drug	Basic Cove	839273826
1	1	21185	11	HIDALGO	Drug	Basic Cove	840075088
1	1	21185	11	HIDALGO	Drug	Basic Cove	837890124
1	1	21185	11	HIDALGO	Drug	Basic Cove	838450145
1	1	21185	11	HIDALGO	Drug	Basic Cove	838450145
1	1	21185	11	HIDALGO	Drug	Basic Cove	842259443
1	1	21185	11	HIDALGO	Drug	Basic Cove	840644605
1	1	21185	11	HIDALGO	Drug	Basic Cove	839984125
1	1	21185	11	HIDALGO	Drug	Basic Cove	837830639
1	1	21185	11	HIDALGO	Drug	Basic Cove	840770593
1	1	21185	11	HIDALGO	Drug	Basic Cove	840770593
1	1	21185	11	HIDALGO	Drug	Basic Cove	839190375
1	1	21185	11	HIDALGO	Drug	Basic Cove	842915537
1	1	21185	11	HIDALGO	Drug	Basic Cove	842915537
1	1	21185	11	HIDALGO	Drug	Basic Cove	835270975
1	1	21185	11	HIDALGO	Drug	Basic Cove	840552302
1	1	21185	11	HIDALGO	Drug	Basic Cove	839700294
1	1	21185	11	HIDALGO	Drug	Basic Cove	839700294
1	1	21185	11	HIDALGO	Drug	Basic Cove	841411281
1	1	21185	11	HIDALGO	Drug	Basic Cove	841411281
1	1	21185	11	HIDALGO	Drug	Basic Cove	845343655
1	1	21185	11	HIDALGO	Drug	Basic Cove	838586645
1	1	21185	11	HIDALGO	Drug	Basic Cove	838586645

Document Control	Tier	Service Da	Gross Amt	Net Amt	Fee Percer	Fee Amt	Case Nbr
0000201114712036760C	Family Mer	10/5/2010	$644.61	$644.61	0%	$0.00	
0000201114712036520C	Family Mer	4/14/2011	$91.08	$91.08	0%	$0.00	
0000201114712036560C	Family Mer	4/20/2011	$121.44	$121.44	0%	$0.00	
0000201114712036590C	Family Mer	4/21/2011	$91.08	$91.08	0%	$0.00	
0000201114712036630C	Family Mer	4/7/2011	$60.72	$60.72	0%	$0.00	
0000201114712036660C	Family Mer	4/28/2011	$86.94	$86.94	0%	$0.00	
0000201114712036710C	Family Mer	4/13/2011	$60.72	$60.72	0%	$0.00	
0000201114712036780C	Family Mer	4/6/2011	$60.72	$60.72	0%	$0.00	
0000201114712036810C	Family Mer	4/6/2011	$309.87	$309.87	0%	$0.00	
0000201114712036890C	Family Mer	4/27/2011	$91.08	$91.08	0%	$0.00	
0000201114712036990C	Family Mer	4/28/2011	$91.08	$91.08	0%	$0.00	
0000201114712037040C	Family Mer	4/27/2011	$61.98	$61.98	0%	$0.00	
0000201114711048310C	Family Mer	3/24/2011	$41.45	$41.45	0%	$0.00	
0000201115750U60230X	Single	5/30/2011	$1,302.51	$1,302.51	0%	$0.00	
0000201115750U54810X	Family Sub	5/20/2011	$3,530.34	$3,530.34	0%	$0.00	
00002011159506N0270X	Family Mer	6/1/2011	$1,631.02	$1,631.02	0%	$0.00	
0000201160507439E0X	Single	6/1/2011	$194.16	$194.16	0%	$0.00	
0000201114711047890C	Family Mer	########	$27.40	$27.40	0%	$0.00	
0000201114711047940C	Family Mer	11/1/2010	$27.40	$27.40	0%	$0.00	
0000201114711048170C	Family Mer	9/24/2010	$56.71	$56.71	0%	$0.00	
0000201115850053C90X	Single	4/5/2011	$146.78	$146.78	0%	$0.00	
0000201114711047870C	Family Mer	1/23/2010	$417.56	$417.56	0%	$0.00	
000020111615098Y020X	Single	6/2/2011	$400.01	$400.01	0%	$0.00	
0000201115850682D80X	Single	5/24/2011	$231.00	$231.00	0%	$0.00	
0000201160507520F0X	Single	6/3/2011	$1,631.06	$1,631.06	0%	$0.00	
00002011140501G0000X	Family Sub	5/12/2011	$0.01	$0.01	0%	$0.00	
0000201160504695G0X	Single	5/25/2011	$2,021.63	$2,021.63	0%	$0.00	
000020111615035Y110X	Single	6/3/2011	$733.93	$733.93	0%	$0.00	
00002011151507Y6940X	Family Sub	5/10/2011	$45,307.78	$45,307.78	0%	$0.00	
00002011159502P5730X	Single	6/1/2011	$472.04	$472.04	0%	$0.00	
0000201160507504F0X	Single	6/3/2011	$1,631.09	$1,631.09	0%	$0.00	
0000201160507505F0X	Single	6/2/2011	$1,631.06	$1,631.06	0%	$0.00	
0000201114750222P70X	Single	4/29/2011	$21,072.96	$21,072.96	0%	$0.00	
00002011159501P2250X	Single	5/20/2011	$360.00	$360.00	0%	$0.00	
0000201115850654D80X	Single	6/2/2011	$548.00	$548.00	0%	$0.00	
00002011159505N9960X	Single	5/31/2011	$4,299.49	$4,299.49	0%	$0.00	
0000201115850666D30X	Family Sub	6/3/2011	$233.50	$233.50	0%	$0.00	
000020111445086P850X	Family Mer	5/17/2011	$4,572.32	$4,572.32	0%	$0.00	
00002011151502X9050X	Family Mer	5/20/2011	$3,014.18	$3,014.18	0%	$0.00	
0000201115850665D30X	Single	5/3/2011	$207.50	$207.50	0%	$0.00	
0000201115850698X40X	Single	5/20/2011	$5.50	$5.50	0%	$0.00	
0000201116150128N20X	Single	5/9/2011	$101.44	$101.44	0%	$0.00	
0000201116150128N20X	Single	5/9/2011	$49.79	$49.79	0%	$0.00	
0000201116050J26620X	Family Mer	6/6/2011	$73.80	$73.80	0%	$0.00	
000020111595044G740X	Single	6/2/2011	$40.87	$40.87	0%	$0.00	
0000201116150210P50X	Single	6/3/2011	$107.85	$107.85	0%	$0.00	
0000201116150210P50X	Single	6/3/2011	$4.39	$4.39	0%	$0.00	
0000201116150210P50X	Single	6/3/2011	$35.36	$35.36	0%	$0.00	
0000201116150210P50X	Single	6/3/2011	$13.02	$13.02	0%	$0.00	
0000201116150210P50X	Single	6/3/2011	$6.29	$6.29	0%	$0.00	
0000201116150210P50X	Single	6/3/2011	$6.68	$6.68	0%	$0.00	

0000201116150210P50X	Single	6/3/2011	$9.43	$9.43	0%	$0.00
0000201116150210P50X	Single	6/3/2011	$11.76	$11.76	0%	$0.00
0000201116150210P50X	Single	6/3/2011	$5.52	$5.52	0%	$0.00
0000201116150210P50X	Single	6/3/2011	$5.03	$5.03	0%	$0.00
0000201116150210P50X	Single	6/3/2011	$2.62	$2.62	0%	$0.00
0000201116150210P50X	Single	6/3/2011	$3.00	$3.00	0%	$0.00
000020111595068F100X	Family Mer	6/3/2011	$42.68	$42.68	0%	$0.00
000020111595068F100X	Family Mer	6/3/2011	$3.36	$3.36	0%	$0.00
000020111595068F100X	Family Mer	6/3/2011	$6.71	$6.71	0%	$0.00
000020111595068F100X	Family Mer	6/3/2011	$22.33	$22.33	0%	$0.00
00002011157506K6530X	Family Mer	5/31/2011	$7.12	$7.12	0%	$0.00
00002011157506K6530X	Family Mer	5/31/2011	$25.00	$25.00	0%	$0.00
00002011157506K6530X	Family Mer	5/31/2011	$10.12	$10.12	0%	$0.00
0000201115850350 8F0X	Family Mer	6/1/2011	$40.87	$40.87	0%	$0.00
00002011159503V7940X	Single	5/25/2011	$48.93	$48.93	0%	$0.00
00002011159503V7940X	Single	5/25/2011	$42.87	$42.87	0%	$0.00
00002011157502B5750X	Single	6/2/2011	$40.87	$40.87	0%	$0.00
00002011157505J4290X	Single	6/2/2011	$100.58	$100.58	0%	$0.00
00002011157505J4290X	Single	6/2/2011	$23.32	$23.32	0%	$0.00
00002011157505J4290X	Single	6/2/2011	$23.32	$23.32	0%	$0.00
00002011157508K8930X	Single	4/19/2011	$73.80	$73.80	0%	$0.00
0000201116150648P30X	Single	6/8/2011	$14.29	$14.29	0%	$0.00
000020111595017D160X	Single	6/2/2011	$40.87	$40.87	0%	$0.00
0000201115953047700T	Single	6/6/2011	$0.55	$0.55	0%	$0.00
0000201115953047700T	Single	6/6/2011	$0.79	$0.79	0%	$0.00
0000201116050X04890X	Single	6/6/2011	$98.80	$98.80	0%	$0.00
0000201116050X04890X	Single	6/6/2011	$3.00	$3.00	0%	$0.00
0000201116050X04890X	Single	6/6/2011	$8.25	$8.25	0%	$0.00
000020111595051G720X	Family Sub	6/6/2011	$40.87	$40.87	0%	$0.00
000020111585092 0N90X	Single	5/30/2011	$13.53	$13.53	0%	$0.00
0000201116150788S70X	Family Mer	6/4/2011	$40.87	$40.87	0%	$0.00
00002011157501E6910X	Single	5/26/2011	$40.87	$40.87	0%	$0.00
00002011157501E6910X	Single	5/26/2011	$8.25	$8.25	0%	$0.00
00002011157501L0610X	Single	5/26/2011	$16.88	$16.88	0%	$0.00
00002011157501L0610X	Single	5/26/2011	$8.38	$8.38	0%	$0.00
000020111585015 4X70X	Family Mer	6/4/2011	$40.87	$40.87	0%	$0.00
000020111585015 4X70X	Family Mer	6/4/2011	$21.58	$21.58	0%	$0.00
00002011159507V6110X	Family Mer	6/3/2011	$150.00	$150.00	0%	$0.00
00002011159507V6110X	Family Mer	6/3/2011	$24.61	$24.61	0%	$0.00
00002011159507V6110X	Family Mer	6/3/2011	$36.91	$36.91	0%	$0.00
000020111595083C820X	Family Mer	6/3/2011	$60.41	$60.41	0%	$0.00
000020111595083C820X	Family Mer	6/3/2011	$32.19	$32.19	0%	$0.00
000020111595083C820X	Family Mer	6/3/2011	$121.80	$121.80	0%	$0.00
000020111595083C820X	Family Mer	6/3/2011	$2.38	$2.38	0%	$0.00
000020111595083C820X	Family Mer	6/3/2011	$8.25	$8.25	0%	$0.00
000020111595083C820X	Family Mer	6/3/2011	$3.00	$3.00	0%	$0.00
0000201101505246P0X	Single	4/1/2011	$40.87	$40.87	0%	$0.00
0000201116150953L50X	Single	6/3/2011	$14.29	$14.29	0%	$0.00
00002011157505K5900X	Family Mer	4/26/2011	$14.09	$14.09	0%	$0.00
0000201116050V70700X	Family Mer	5/31/2011	$73.80	$73.80	0%	$0.00
0000201116050V70700X	Family Mer	5/31/2011	$0.06	$0.06	0%	$0.00
0000201116050V70700X	Family Mer	5/31/2011	$16.45	$16.45	0%	$0.00

0000201116050V70700X	Family Mer	5/31/2011	$12.73	$12.73	0%	$0.00
00002011159500Y1950X	Single	5/10/2011	$1,046.95	$1,046.95	0%	$0.00
00002011157500N8220X	Single	5/27/2011	$14.29	$14.29	0%	$0.00
0000201116050X23650X	Single	6/3/2011	$14.29	$14.29	0%	$0.00
0000201116050E05310X	Single	6/3/2011	$40.87	$40.87	0%	$0.00
0000201116150941Y10X	Single	5/24/2011	$42.68	$42.68	0%	$0.00
0000201116150941Y10X	Single	5/24/2011	$23.82	$23.82	0%	$0.00
00002011157504L8180X	Family Mer	6/3/2011	$60.41	$60.41	0%	$0.00
00002011157504L8180X	Family Mer	6/3/2011	$39.09	$39.09	0%	$0.00
00002011157504L8180X	Family Mer	6/3/2011	$86.78	$86.78	0%	$0.00
00002011157504L8180X	Family Mer	6/3/2011	$24.61	$24.61	0%	$0.00
00002011157504L8180X	Family Mer	6/3/2011	$49.22	$49.22	0%	$0.00
00002011157504L8180X	Family Mer	6/3/2011	$5.08	$5.08	0%	$0.00
000020111595019G130X	Family Mer	6/7/2011	$19.18	$19.18	0%	$0.00
0000201115552505W0H	Single	5/31/2011	$6.06	$6.06	0%	$0.00
0000201115552506W0H	Single	4/29/2011	$6.54	$6.54	0%	$0.00
0000201114453038350T	Single	5/10/2011	$73.80	$73.80	0%	$0.00
0000201114453038350T	Single	5/10/2011	$113.95	$113.95	0%	$0.00
0000201114453038350T	Single	5/10/2011	$5.50	$5.50	0%	$0.00
0000201114453038350T	Single	5/10/2011	$5.50	$5.50	0%	$0.00
0000201114453038350T	Single	5/10/2011	$5.50	$5.50	0%	$0.00
0000201114453038350T	Single	5/10/2011	$6.71	$6.71	0%	$0.00
0000201114453038350T	Single	5/10/2011	$38.97	$38.97	0%	$0.00
0000201114453038350T	Single	5/10/2011	$2.71	$2.71	0%	$0.00
0000201114453038350T	Single	5/10/2011	$5.50	$5.50	0%	$0.00
0000201114453038350T	Single	5/10/2011	$3.00	$3.00	0%	$0.00
0000201114453038350T	Single	5/10/2011	$19.49	$19.49	0%	$0.00
0000201114453038350T	Single	5/10/2011	$19.49	$19.49	0%	$0.00
0000201114453038350T	Single	5/10/2011	$19.49	$19.49	0%	$0.00
00002011157509D5280X	Family Mer	6/3/2011	$60.41	$60.41	0%	$0.00
00002011157509D5280X	Family Mer	6/3/2011	$39.09	$39.09	0%	$0.00
00002011157509D5280X	Family Mer	6/3/2011	$150.00	$150.00	0%	$0.00
00002011157509D5280X	Family Mer	6/3/2011	$24.61	$24.61	0%	$0.00
00002011157509D5280X	Family Mer	6/3/2011	$48.50	$48.50	0%	$0.00
00002011157509D5280X	Family Mer	6/3/2011	$3.36	$3.36	0%	$0.00
00002011157509D5280X	Family Mer	6/3/2011	$12.30	$12.30	0%	$0.00
00002011157509D5280X	Family Mer	6/3/2011	$5.08	$5.08	0%	$0.00
00002011157509D5280X	Family Mer	6/3/2011	$86.78	$86.78	0%	$0.00
00002011157509D5280X	Family Mer	6/3/2011	$24.61	$24.61	0%	$0.00
00002011157509D5280X	Family Mer	6/3/2011	$49.22	$49.22	0%	$0.00
00002011157509D5280X	Family Mer	6/3/2011	$6.87	$6.87	0%	$0.00
00002011157509D5280X	Family Mer	6/3/2011	$3.65	$3.65	0%	$0.00
00002011157509D5280X	Family Mer	6/3/2011	$11.77	$11.77	0%	$0.00
00002011157509D5280X	Family Mer	6/3/2011	$11.77	$11.77	0%	$0.00
00002011159508X5920X	Family Mer	6/7/2011	$19.18	$19.18	0%	$0.00
0000201115850856L60X	Family Sub	6/1/2011	$73.07	$73.07	0%	$0.00
0000201115850856L60X	Family Sub	6/1/2011	$21.58	$21.58	0%	$0.00
0000201115850856L60X	Family Sub	6/1/2011	$12.73	$12.73	0%	$0.00
0000201115850856L60X	Family Sub	6/1/2011	$27.59	$27.59	0%	$0.00
0000201115753064680T	Single	5/17/2011	$5.50	$5.50	0%	$0.00
0000201115753064680T	Single	5/17/2011	$5.50	$5.50	0%	$0.00
0000201115853001830T	Family Mer	5/20/2011	$10.82	$10.82	0%	$0.00

000020111595060E340X	Family Mer	5/20/2011	$135.40	$135.40	0%	$0.00
00002011157502H7230X	Family Mer	6/2/2011	$70.00	$70.00	0%	$0.00
00002011159501Y0980X	Family Mer	6/6/2011	$73.80	$73.80	0%	$0.00
00002011159501Y0980X	Family Mer	6/6/2011	$8.25	$8.25	0%	$0.00
00002011159501Y0980X	Family Mer	6/6/2011	$4.16	$4.16	0%	$0.00
00002011159501Y0980X	Family Mer	6/6/2011	$3.00	$3.00	0%	$0.00
0000201116053018250T	Family Sub	6/6/2011	$9.08	$9.08	0%	$0.00
0000201116053018250T	Family Sub	6/6/2011	$11.51	$11.51	0%	$0.00
0000201116053018250T	Family Sub	6/6/2011	$14.43	$14.43	0%	$0.00
0000201116053018250T	Family Sub	6/6/2011	$1.85	$1.85	0%	$0.00
00002011157507F2900X	Family Mer	4/18/2011	$40.87	$40.87	0%	$0.00
00002011157507F2900X	Family Mer	4/18/2011	$8.25	$8.25	0%	$0.00
00002011157507F2900X	Family Mer	4/18/2011	$3.00	$3.00	0%	$0.00
00002011157507F2900X	Family Mer	4/18/2011	$12.73	$12.73	0%	$0.00
0000201115858502121G0X	Single	6/1/2011	$30.99	$30.99	0%	$0.00
0000201115858502121G0X	Single	6/1/2011	$6.99	$6.99	0%	$0.00
0000201115858502121G0X	Single	6/1/2011	$21.71	$21.71	0%	$0.00
0000201115858502121G0X	Single	6/1/2011	$8.25	$8.25	0%	$0.00
0000201115858502121G0X	Single	6/1/2011	$12.73	$12.73	0%	$0.00
0000201115858502121G0X	Single	6/1/2011	$16.73	$16.73	0%	$0.00
0000201115858502121G0X	Single	6/1/2011	$3.00	$3.00	0%	$0.00
0000201116150196U60X	Single	6/2/2011	$9.53	$9.53	0%	$0.00
0000201116150196U60X	Single	6/2/2011	$9.53	$9.53	0%	$0.00
00002011157505K5910X	Family Sub	4/27/2011	$73.80	$73.80	0%	$0.00
00002011157505K5910X	Family Sub	4/27/2011	$10.27	$10.27	0%	$0.00
00002011157505K5910X	Family Sub	4/27/2011	$13.02	$13.02	0%	$0.00
00002011157505K5910X	Family Sub	4/27/2011	$8.25	$8.25	0%	$0.00
00002011157505K5910X	Family Sub	4/27/2011	$4.88	$4.88	0%	$0.00
00002011157505K5910X	Family Sub	4/27/2011	$3.00	$3.00	0%	$0.00
00002011157503G1750X	Single	5/18/2011	$73.07	$73.07	0%	$0.00
00002011157503G1750X	Single	5/18/2011	$3.00	$3.00	0%	$0.00
0000201113950457 7K0X	Single	5/16/2011	($30.99)	($30.99)	0%	$0.00
0000201113950457 7K0X	Single	5/16/2011	$30.99	$30.99	0%	$0.00
0000201113950457 7K0X	Single	5/16/2011	($30.06)	($30.06)	0%	$0.00
0000201113950457 7K0X	Single	5/16/2011	$30.06	$30.06	0%	$0.00
0000201113950457 7K0X	Single	5/16/2011	($13.02)	($13.02)	0%	$0.00
0000201113950457 7K0X	Single	5/16/2011	$13.02	$13.02	0%	$0.00
0000201113950457 7K0X	Single	5/16/2011	($9.27)	($9.27)	0%	$0.00
0000201113950457 7K0X	Single	5/16/2011	$9.27	$9.27	0%	$0.00
0000201113950457 7K0X	Single	5/16/2011	($8.76)	($8.76)	0%	$0.00
0000201113950457 7K0X	Single	5/16/2011	$8.76	$8.76	0%	$0.00
0000201113950457 7K0X	Single	5/16/2011	($12.73)	($12.73)	0%	$0.00
0000201113950457 7K0X	Single	5/16/2011	$12.73	$12.73	0%	$0.00
0000201113950457 7K0X	Single	5/16/2011	($16.73)	($16.73)	0%	$0.00
0000201113950457 7K0X	Single	5/16/2011	$16.73	$16.73	0%	$0.00
0000201113950457 7K0X	Single	5/16/2011	$16.73	$16.73	0%	$0.00
0000201113950457 7K0X	Single	5/16/2011	($3.00)	($3.00)	0%	$0.00
0000201113950457 7K0X	Single	5/16/2011	$3.00	$3.00	0%	$0.00
0000201116050015 5Z0X	Single	6/1/2011	$3.90	$3.90	0%	$0.00
0000201116050015 5Z0X	Single	6/1/2011	$42.00	$42.00	0%	$0.00
0000201116050555 4W0X	Single	5/18/2011	$22.38	$22.38	0%	$0.00
00002011130508U8610X	Single	5/5/2011	$14.09	$14.09	0%	$0.00

0000201115853058990T	Single	6/2/2011	$82.06	$82.06	0%	$0.00
0000201116050D15120X	Family Mer	4/15/2011	$40.87	$40.87	0%	$0.00
0000201116150766X40X	Family Mer	6/7/2011	$30.99	$30.99	0%	$0.00
0000201115853014090T	Family Mer	6/3/2011	$2.57	$2.57	0%	$0.00
0000201115853014090T	Family Mer	6/3/2011	$2.57	$2.57	0%	$0.00
0000201115853014090T	Family Mer	6/3/2011	$7.96	$7.96	0%	$0.00
0000201116153012570T	Family Mer	6/7/2011	$11.06	$11.06	0%	$0.00
0000201116153012570T	Family Mer	6/7/2011	$3.37	$3.37	0%	$0.00
0000201116153012570T	Family Mer	6/7/2011	$1.85	$1.85	0%	$0.00
00002011130508Y1640X	Family Mer	5/6/2011	$40.87	$40.87	0%	$0.00
00002011130508Y1640X	Family Mer	5/6/2011	$8.25	$8.25	0%	$0.00
00002011130508Y1640X	Family Mer	5/6/2011	$5.06	$5.06	0%	$0.00
00002011130508Y1640X	Family Mer	5/6/2011	$25.55	$25.55	0%	$0.00
0000201116150393K90X	Single	6/3/2011	$15.54	$15.54	0%	$0.00
0000201116150739Z30X	Single	6/3/2011	$14.09	$14.09	0%	$0.00
00002011305035D450X	Single	4/25/2011	$73.80	$73.80	0%	$0.00
00002011305035D450X	Single	4/25/2011	$25.62	$25.62	0%	$0.00
00002011305035D450X	Single	4/25/2011	$25.00	$25.00	0%	$0.00
00002011305035D450X	Single	4/25/2011	$1.81	$1.81	0%	$0.00
00002011305035D450X	Single	4/25/2011	$0.22	$0.22	0%	$0.00
0000201115753020820T	Single	6/1/2011	$15.97	$15.97	0%	$0.00
0000201115753020820T	Single	6/1/2011	$15.92	$15.92	0%	$0.00
0000201115753020820T	Single	6/1/2011	$16.66	$16.66	0%	$0.00
0000201115753020820T	Single	6/1/2011	$1.85	$1.85	0%	$0.00
0000201116150034N50X	Single	6/3/2011	$82.06	$82.06	0%	$0.00
0000201115850079P60X	Single	5/28/2011	$8.23	$8.23	0%	$0.00
0000201116050G14640X	Single	6/8/2011	$40.87	$40.87	0%	$0.00
0000201116050G14640X	Single	6/8/2011	$12.73	$12.73	0%	$0.00
00002011157502A4250X	Single	5/31/2011	$73.07	$73.07	0%	$0.00
00002011157502A4250X	Single	5/31/2011	$0.72	$0.72	0%	$0.00
00002011157502A4250X	Single	5/31/2011	$25.55	$25.55	0%	$0.00
00002011157502A4250X	Single	5/31/2011	$16.45	$16.45	0%	$0.00
0000201116050T56720X	Single	6/6/2011	$40.87	$40.87	0%	$0.00
0000201115850923N30X	Single	5/25/2011	$28.15	$28.15	0%	$0.00
0000201116053053200T	Single	5/25/2011	$66.88	$66.88	0%	$0.00
0000201116050G81700X	Single	5/27/2011	$6.83	$6.83	0%	$0.00
0000201116050G81700X	Single	5/27/2011	$2.68	$2.68	0%	$0.00
0000201116050G81700X	Single	5/30/2011	$7.15	$7.15	0%	$0.00
0000201116050G81700X	Single	5/30/2011	$6.57	$6.57	0%	$0.00
0000201116050G81700X	Single	5/30/2011	$5.66	$5.66	0%	$0.00
0000201116050G81700X	Single	5/30/2011	$14.20	$14.20	0%	$0.00
0000201116050G81700X	Single	5/31/2011	$15.26	$15.26	0%	$0.00
0000201115850693X00X	Single	5/19/2011	$5.50	$5.50	0%	$0.00
00002011595089E350X	Single	6/6/2011	$40.87	$40.87	0%	$0.00
00002011595089E350X	Single	6/6/2011	$12.73	$12.73	0%	$0.00
00002011157507K9830X	Family Sub	2/5/2011	$40.87	$40.87	0%	$0.00
00002011157507K9830X	Family Sub	2/5/2011	$10.00	$10.00	0%	$0.00
00002011157507C9430X	Family Mer	6/2/2011	$34.88	$34.88	0%	$0.00
0000201116150168P30X	Single	6/6/2011	$73.07	$73.07	0%	$0.00
0000201116150168P30X	Single	6/6/2011	$125.94	$125.94	0%	$0.00
0000201116150168P30X	Single	6/6/2011	$19.49	$19.49	0%	$0.00
0000201116150168P30X	Single	6/6/2011	$19.49	$19.49	0%	$0.00

0000201116150168P30X	Single	6/6/2011	$19.49	$19.49	0%	$0.00
0000201116150168P30X	Single	6/6/2011	$2.71	$2.71	0%	$0.00
0000201116050177 8V0X	Family Sub	6/4/2011	$0.55	$0.55	0%	$0.00
0000201116050177 8V0X	Family Sub	6/4/2011	$0.33	$0.33	0%	$0.00
0000201116050177 8V0X	Family Sub	6/4/2011	$2.49	$2.49	0%	$0.00
0000201116050177 8V0X	Family Sub	6/4/2011	$133.18	$133.18	0%	$0.00
0000201116050177 8V0X	Family Sub	6/4/2011	$3.26	$3.26	0%	$0.00
0000201116050177 8V0X	Family Sub	6/4/2011	$5.42	$5.42	0%	$0.00
0000201116050177 8V0X	Family Sub	6/4/2011	$9.43	$9.43	0%	$0.00
00002011157500D4890X	Single	3/22/2011	$40.87	$40.87	0%	$0.00
00002011157500D4890X	Single	3/22/2011	$10.27	$10.27	0%	$0.00
00002011157500D4890X	Single	3/22/2011	$13.02	$13.02	0%	$0.00
00002011157500D4890X	Single	3/22/2011	$5.03	$5.03	0%	$0.00
00002011157500D4890X	Single	3/22/2011	$2.38	$2.38	0%	$0.00
00002011157500D4890X	Single	3/22/2011	$3.00	$3.00	0%	$0.00
000020111595045G230X	Single	5/31/2011	$40.87	$40.87	0%	$0.00
000020111595045G230X	Single	5/31/2011	$7.24	$7.24	0%	$0.00
000020111595045G230X	Single	5/31/2011	$25.55	$25.55	0%	$0.00
000020111595045G230X	Single	5/31/2011	$41.05	$41.05	0%	$0.00
00002011157507D4020X	Family Mer	6/3/2011	$73.80	$73.80	0%	$0.00
0000201114350U64060X	Single	5/19/2011	$2.38	$2.38	0%	$0.00
0000201116050T90430X	Single	6/3/2011	$14.09	$14.09	0%	$0.00
000020111595078F790X	Single	6/1/2011	$73.07	$73.07	0%	$0.00
0000201139501929K0X	Single	5/16/2011	$30.99	$30.99	0%	$0.00
0000201139501929K0X	Single	5/16/2011	$8.34	$8.34	0%	$0.00
0000201139501929K0X	Single	5/16/2011	$65.46	$65.46	0%	$0.00
0000201139501929K0X	Single	5/16/2011	$8.25	$8.25	0%	$0.00
000020115850571S40X	Family Mer	6/4/2011	$40.87	$40.87	0%	$0.00
00002011157505D4570X	Family Mer	5/25/2011	$40.87	$40.87	0%	$0.00
0000201114350Z44000X	Family Mer	5/18/2011	$65.87	$65.87	0%	$0.00
00002011159504Y7950X	Single	6/2/2011	$127.00	$127.00	0%	$0.00
00002011159504Y7950X	Single	6/2/2011	$23.82	$23.82	0%	$0.00
0000201116150284C30X	Single	6/6/2011	$320.81	$320.81	0%	$0.00
0000201116150284C30X	Single	6/6/2011	$77.90	$77.90	0%	$0.00
0000201116150284C30X	Single	6/6/2011	$66.00	$66.00	0%	$0.00
0000201116150284C30X	Single	6/6/2011	$89.75	$89.75	0%	$0.00
00002011157507K9460X	Family Mer	5/13/2011	$53.14	$53.14	0%	$0.00
00002011157507K9460X	Family Mer	5/13/2011	$28.33	$28.33	0%	$0.00
00002011157507K9460X	Family Mer	5/13/2011	$24.61	$24.61	0%	$0.00
00002011157507K9460X	Family Mer	5/13/2011	$33.82	$33.82	0%	$0.00
00002011157507K9460X	Family Mer	5/13/2011	$24.61	$24.61	0%	$0.00
0000201115753015740T	Single	6/2/2011	$15.00	$15.00	0%	$0.00
0000201115850722X30X	Single	6/2/2011	$125.94	$125.94	0%	$0.00
0000201115850722X30X	Single	6/2/2011	$42.68	$42.68	0%	$0.00
0000201115850722X30X	Single	6/2/2011	$3.00	$3.00	0%	$0.00
0000201115850722X30X	Single	6/2/2011	$13.02	$13.02	0%	$0.00
0000201115850722X30X	Single	6/2/2011	$2.38	$2.38	0%	$0.00
0000201115850722X30X	Single	6/2/2011	$23.82	$23.82	0%	$0.00
0000201115850722X30X	Single	6/2/2011	$12.73	$12.73	0%	$0.00
0000201116050B99350X	Family Mer	6/7/2011	$60.05	$60.05	0%	$0.00
0000201116050B99350X	Family Mer	6/7/2011	$2.38	$2.38	0%	$0.00
0000201116050B99350X	Family Mer	6/7/2011	$8.25	$8.25	0%	$0.00

0000201116050B99350X	Family Mer	6/7/2011	$3.00	$3.00	0%	$0.00
0000201116050B99350X	Family Mer	6/7/2011	$65.87	$65.87	0%	$0.00
0000201116050B99350X	Family Mer	6/7/2011	$12.73	$12.73	0%	$0.00
00002011157505G3240X	Single	5/27/2011	$12.74	$12.74	0%	$0.00
0000201116150545B90X	Single	6/7/2011	$40.87	$40.87	0%	$0.00
0000201116150545B90X	Single	6/7/2011	$80.97	$80.97	0%	$0.00
0000201115850502Y60X	Family Sub	6/2/2011	$40.87	$40.87	0%	$0.00
00002011138502G2890X	Single	5/16/2011	$40.87	$40.87	0%	$0.00
0000201114050 67C920X	Single	5/14/2011	$73.07	$73.07	0%	$0.00
0000201114050 67C920X	Single	5/14/2011	$25.55	$25.55	0%	$0.00
0000201114050 67C920X	Single	5/14/2011	$0.69	$0.69	0%	$0.00
0000201115912012270C	Single	5/17/2011	$17.30	$17.30	0%	$0.00
0000201114750900F60X	Single	5/20/2011	$102.72	$102.72	0%	$0.00
0000201114750900F60X	Single	5/20/2011	$162.31	$162.31	0%	$0.00
0000201114750900F60X	Single	5/20/2011	$100.00	$100.00	0%	$0.00
0000201114750900F60X	Single	5/20/2011	$97.90	$97.90	0%	$0.00
0000201114750900F60X	Single	5/20/2011	$259.11	$259.11	0%	$0.00
0000201114750900F60X	Single	5/20/2011	$122.93	$122.93	0%	$0.00
0000201114750900F60X	Single	5/20/2011	$98.64	$98.64	0%	$0.00
0000201114750900F60X	Single	5/20/2011	$85.39	$85.39	0%	$0.00
0000201114750900F60X	Single	5/20/2011	$4.42	$4.42	0%	$0.00
0000201114750900F60X	Single	5/20/2011	$96.80	$96.80	0%	$0.00
0000201116050S86750X	Family Mer	6/7/2011	$40.87	$40.87	0%	$0.00
00002011157500G5100X	Family Mer	5/31/2011	$8.93	$8.93	0%	$0.00
00002011157500G5100X	Family Mer	5/31/2011	$5.48	$5.48	0%	$0.00
00002011157500G5100X	Family Mer	5/31/2011	$5.82	$5.82	0%	$0.00
0000201115850210K30X	Family Mer	6/2/2011	$48.93	$48.93	0%	$0.00
0000201115850986K20X	Family Mer	6/2/2011	$40.87	$40.87	0%	$0.00
0000201115850986K20X	Family Mer	6/2/2011	$37.11	$37.11	0%	$0.00
0000201116150795N50X	Family Mer	6/3/2011	$12.15	$12.15	0%	$0.00
000020111595023F360X	Single	5/5/2011	$278.42	$278.42	0%	$0.00
0000201116053055560T	Single	6/8/2011	$40.87	$40.87	0%	$0.00
00002011157500D5340X	Family Sub	5/18/2011	$40.87	$40.87	0%	$0.00
00002011157500D5340X	Family Sub	5/18/2011	$3.00	$3.00	0%	$0.00
00002011157505K5190X	Family Mer	4/20/2011	$95.00	$95.00	0%	$0.00
00002011157505K5190X	Family Mer	4/20/2011	$40.00	$40.00	0%	$0.00
00002011157505K5190X	Family Mer	4/20/2011	$30.00	$30.00	0%	$0.00
00002011157505K5190X	Family Mer	4/20/2011	$21.35	$21.35	0%	$0.00
0000201116053055420T	Family Sub	6/7/2011	$40.87	$40.87	0%	$0.00
0000201115850727U10X	Family Mer	6/2/2011	$40.87	$40.87	0%	$0.00
0000201115850727U10X	Family Mer	6/2/2011	$8.25	$8.25	0%	$0.00
0000201115850727U10X	Family Mer	6/2/2011	$8.25	$8.25	0%	$0.00
0000201115850727U10X	Family Mer	6/2/2011	$0.06	$0.06	0%	$0.00
0000201116150517N50X	Family Mer	6/7/2011	$13.28	$13.28	0%	$0.00
0000201116150517N50X	Family Mer	6/7/2011	$2.39	$2.39	0%	$0.00
0000201116150517N50X	Family Mer	6/7/2011	$3.00	$3.00	0%	$0.00
0000201116150517N50X	Family Mer	6/7/2011	$8.25	$8.25	0%	$0.00
0000201116150517N50X	Family Mer	6/7/2011	$2.71	$2.71	0%	$0.00
0000201116150517N50X	Family Mer	6/7/2011	$8.25	$8.25	0%	$0.00
0000201116150517N50X	Family Mer	6/7/2011	$83.98	$83.98	0%	$0.00
00002011159504Y0060X	Single	6/1/2011	$61.31	$61.31	0%	$0.00
00002011159504Y0060X	Single	6/1/2011	$20.00	$20.00	0%	$0.00

00002011158502210G0X	Single	6/2/2011	$30.99	$30.99	0%	$0.00
00002011158502210G0X	Single	6/2/2011	$30.06	$30.06	0%	$0.00
00002011158502210G0X	Single	6/2/2011	$8.76	$8.76	0%	$0.00
00002011158502210G0X	Single	6/2/2011	$13.02	$13.02	0%	$0.00
00002011158502210G0X	Single	6/2/2011	$9.27	$9.27	0%	$0.00
00002011158502210G0X	Single	6/2/2011	$3.00	$3.00	0%	$0.00
0000201115753020850T	Single	6/1/2011	$11.79	$11.79	0%	$0.00
0000201115753020850T	Single	6/1/2011	$3.66	$3.66	0%	$0.00
0000201115753020850T	Single	6/1/2011	$11.33	$11.33	0%	$0.00
0000201115753020850T	Single	6/1/2011	$16.64	$16.64	0%	$0.00
0000201115753020850T	Single	6/1/2011	$8.87	$8.87	0%	$0.00
0000201115753020850T	Single	6/1/2011	$1.85	$1.85	0%	$0.00
0000201115853024110T	Single	6/1/2011	$22.76	$22.76	0%	$0.00
0000201115853024110T	Single	6/1/2011	$30.16	$30.16	0%	$0.00
0000201115853024110T	Single	6/1/2011	$30.16	$30.16	0%	$0.00
0000201115853024110T	Single	6/1/2011	$30.16	$30.16	0%	$0.00
0000201116150028N60X	Single	6/1/2011	$102.78	$102.78	0%	$0.00
00002011129502905F0X	Single	5/4/2011	$40.87	$40.87	0%	$0.00
00002011129502905F0X	Single	5/4/2011	$23.32	$23.32	0%	$0.00
00002011405016F050X	Single	5/7/2011	$14.29	$14.29	0%	$0.00
00002011455006J560X	Single	5/20/2011	$40.87	$40.87	0%	$0.00
00002011455006J560X	Single	5/20/2011	$23.32	$23.32	0%	$0.00
00002011146507137T0X	Single	5/23/2011	$161.02	$161.02	0%	$0.00
00002011146507137T0X	Single	5/23/2011	$30.54	$30.54	0%	$0.00
00002011157505K5380X	Single	5/19/2011	$40.87	$40.87	0%	$0.00
00002011157505K5380X	Single	5/19/2011	$10.12	$10.12	0%	$0.00
0000201116150999B90X	Single	4/1/2011	$28.00	$28.00	0%	$0.00
0000201116150999B90X	Single	4/1/2011	$19.60	$19.60	0%	$0.00
00002011157500N8050X	Single	5/31/2011	$5.54	$5.54	0%	$0.00
00002011157500N8050X	Single	5/31/2011	$16.32	$16.32	0%	$0.00
00002011157500N8050X	Single	5/31/2011	$8.76	$8.76	0%	$0.00
00002011157500N8050X	Single	5/31/2011	$7.94	$7.94	0%	$0.00
00002011157500N8050X	Single	5/31/2011	$8.98	$8.98	0%	$0.00
00002011157500N8050X	Single	5/31/2011	$3.00	$3.00	0%	$0.00
0000201115450242C20X	Single	6/1/2011	$73.80	$73.80	0%	$0.00
0000201115450242C20X	Single	6/1/2011	$3.36	$3.36	0%	$0.00
0000201115450242C20X	Single	6/1/2011	$5.03	$5.03	0%	$0.00
0000201115450242C20X	Single	6/1/2011	$3.36	$3.36	0%	$0.00
0000201115450242C20X	Single	6/1/2011	$4.61	$4.61	0%	$0.00
0000201115450242C20X	Single	6/1/2011	$3.00	$3.00	0%	$0.00
00002011157509D2010X	Single	6/1/2011	$40.87	$40.87	0%	$0.00
00002011159507X7650X	Single	6/1/2011	$14.18	$14.18	0%	$0.00
00002011159507X7650X	Single	6/1/2011	$15.26	$15.26	0%	$0.00
00002011159507X7650X	Single	6/1/2011	$6.83	$6.83	0%	$0.00
00002011159507X7650X	Single	6/1/2011	$14.20	$14.20	0%	$0.00
00002011159507X7650X	Single	6/1/2011	$12.74	$12.74	0%	$0.00
0000201116153024310T	Single	6/3/2011	$9.08	$9.08	0%	$0.00
0000201116153024310T	Single	6/3/2011	$11.51	$11.51	0%	$0.00
0000201116153024310T	Single	6/3/2011	$8.34	$8.34	0%	$0.00
0000201116153024310T	Single	6/3/2011	$23.34	$23.34	0%	$0.00
0000201116153024310T	Single	6/3/2011	$1.85	$1.85	0%	$0.00
0000201116050K84420X	Family Sub	6/1/2011	$40.87	$40.87	0%	$0.00

000020111595O8Z9960X	Family Sub	5/27/2011	$107.85	$107.85	0%	$0.00
000020111595O8Z9960X	Family Sub	5/27/2011	$3.00	$3.00	0%	$0.00
00002011157505K5260X	Single	5/19/2011	$40.87	$40.87	0%	$0.00
00002011157505K5260X	Single	5/19/2011	$10.12	$10.12	0%	$0.00
00002011157500D5540X	Single	4/28/2011	$40.87	$40.87	0%	$0.00
00002011157500D5540X	Single	4/28/2011	$23.82	$23.82	0%	$0.00
00002011157500D5540X	Single	4/28/2011	$27.59	$27.59	0%	$0.00
0000201113853007730T	Single	5/9/2011	$6.68	$6.68	0%	$0.00
0000201113853007730T	Single	5/9/2011	$9.08	$9.08	0%	$0.00
0000201113853007730T	Single	5/9/2011	$11.51	$11.51	0%	$0.00
0000201113853007730T	Single	5/9/2011	$1.85	$1.85	0%	$0.00
0000201113950281 8E0X	Single	5/13/2011	$40.87	$40.87	0%	$0.00
0000201116150587C60X	Family Mer	6/8/2011	$73.80	$73.80	0%	$0.00
0000201116150587C60X	Family Mer	6/8/2011	$2.71	$2.71	0%	$0.00
0000201116050Q23120X	Family Mer	6/7/2011	$40.87	$40.87	0%	$0.00
0000201116050Q23120X	Family Mer	6/7/2011	$76.72	$76.72	0%	$0.00
0000201116050Q23120X	Family Mer	6/7/2011	$79.21	$79.21	0%	$0.00
0000201116050Q23120X	Family Mer	6/7/2011	$21.35	$21.35	0%	$0.00
0000201116050Q23120X	Family Mer	6/7/2011	$15.88	$15.88	0%	$0.00
0000201116050Q23120X	Family Mer	6/7/2011	$111.70	$111.70	0%	$0.00
0000201116050Q23120X	Family Mer	6/7/2011	$21.71	$21.71	0%	$0.00
0000201116050Q23120X	Family Mer	6/7/2011	$77.94	$77.94	0%	$0.00
0000201116050Q23120X	Family Mer	6/7/2011	$9.41	$9.41	0%	$0.00
00002011157508F2010X	Single	5/27/2011	$30.99	$30.99	0%	$0.00
00002011157508F2010X	Single	5/27/2011	$9.38	$9.38	0%	$0.00
00002011157501K4640X	Single	6/2/2011	$40.87	$40.87	0%	$0.00
00002011157501K4640X	Single	6/2/2011	$12.73	$12.73	0%	$0.00
00002011157501K4640X	Single	6/2/2011	$8.25	$8.25	0%	$0.00
000020111375031K640X	Single	5/13/2011	$490.00	$490.00	0%	$0.00
000020111375031K640X	Single	5/13/2011	$117.60	$117.60	0%	$0.00
000020111375031K640X	Single	5/13/2011	$31.50	$31.50	0%	$0.00
000020111375031K640X	Single	5/13/2011	$7.00	$7.00	0%	$0.00
000020111375031K640X	Single	5/13/2011	$105.00	$105.00	0%	$0.00
000020111375031K640X	Single	5/13/2011	$35.00	$35.00	0%	$0.00
000020111375031K640X	Single	5/13/2011	$105.00	$105.00	0%	$0.00
000020111375031K640X	Single	5/13/2011	$105.00	$105.00	0%	$0.00
000020111375031K640X	Single	5/13/2011	$10.50	$10.50	0%	$0.00
000020111375031K640X	Single	5/13/2011	$10.50	$10.50	0%	$0.00
000020111375031K640X	Single	5/13/2011	$14.00	$14.00	0%	$0.00
000020111375031K640X	Single	5/13/2011	$17.50	$17.50	0%	$0.00
000020111375031K640X	Single	5/13/2011	$3.50	$3.50	0%	$0.00
000020111375031K640X	Single	5/13/2011	$17.50	$17.50	0%	$0.00
000020111375031K640X	Single	5/13/2011	$52.50	$52.50	0%	$0.00
000020111375031K640X	Single	5/13/2011	$7.00	$7.00	0%	$0.00
000020111375031K640X	Single	5/13/2011	$2.10	$2.10	0%	$0.00
0000201116050V77600X	Single	6/7/2011	$40.87	$40.87	0%	$0.00
000020110455098V860X	Family Mer	2/11/2011	($74.16)	($74.16)	0%	$0.00
000020110455098V860X	Family Mer	2/11/2011	($6.87)	($6.87)	0%	$0.00
000020110455098V860X	Family Mer	2/11/2011	($3.65)	($3.65)	0%	$0.00
000020110455098V860X	Family Mer	2/11/2011	($3.36)	($3.36)	0%	$0.00
000020110455098V860X	Family Mer	2/11/2011	($3.03)	($3.03)	0%	$0.00
000020110455098V860X	Family Mer	2/11/2011	($48.50)	($48.50)	0%	$0.00

00002011054530321407	Family Mer	2/18/2011	($6.19)	($6.19)	0%	$0.00
00002011054530321407	Family Mer	2/18/2011	($4.25)	($4.25)	0%	$0.00
00002011054530321407	Family Mer	2/18/2011	($4.31)	($4.31)	0%	$0.00
00002011054530321407	Family Mer	2/18/2011	($4.43)	($4.43)	0%	$0.00
00002011054530321407	Family Mer	2/18/2011	($3.94)	($3.94)	0%	$0.00
00002011054530321407	Family Mer	2/18/2011	($4.40)	($4.40)	0%	$0.00
00002011054530321407	Family Mer	2/18/2011	($3.37)	($3.37)	0%	$0.00
00002011054530321407	Family Mer	2/18/2011	($5.36)	($5.36)	0%	$0.00
00002011054530321407	Family Mer	2/18/2011	($5.19)	($5.19)	0%	$0.00
00002011054530321407	Family Mer	2/18/2011	($4.45)	($4.45)	0%	$0.00
00002011054530321407	Family Mer	2/18/2011	($4.08)	($4.08)	0%	$0.00
00002011054530321407	Family Mer	2/18/2011	($3.94)	($3.94)	0%	$0.00
00002011054530321407	Family Mer	2/18/2011	($3.15)	($3.15)	0%	$0.00
00002011054530321407	Family Mer	2/18/2011	($4.13)	($4.13)	0%	$0.00
00002011054530321407	Family Mer	2/18/2011	($4.44)	($4.44)	0%	$0.00
00002011054530321407	Family Mer	2/18/2011	($4.55)	($4.55)	0%	$0.00
00002011054530321407	Family Mer	2/18/2011	($3.39)	($3.39)	0%	$0.00
00002011054530321407	Family Mer	2/18/2011	($3.88)	($3.88)	0%	$0.00
00002011054530321407	Family Mer	2/18/2011	($11.51)	($11.51)	0%	$0.00
00002011054530321407	Family Mer	2/18/2011	($14.43)	($14.43)	0%	$0.00
00002011054530321407	Family Mer	2/18/2011	($7.75)	($7.75)	0%	$0.00
00002011054530321407	Family Mer	2/18/2011	($8.34)	($8.34)	0%	$0.00
00002011054530321407	Family Mer	2/18/2011	($23.34)	($23.34)	0%	$0.00
00002011054530321407	Family Mer	2/18/2011	($9.83)	($9.83)	0%	$0.00
00002011159505G710X	Single	6/2/2011	$40.87	$40.87	0%	$0.00
00002011158507250K70X	Single	5/27/2011	$22.05	$22.05	0%	$0.00
00002011159504W6890X	Family Sub	6/4/2011	$40.87	$40.87	0%	$0.00
00002011159504W6890X	Family Sub	6/4/2011	$21.58	$21.58	0%	$0.00
00002011159504W6890X	Family Sub	6/4/2011	$0.60	$0.60	0%	$0.00
00002011159504W6890X	Family Sub	6/4/2011	$25.55	$25.55	0%	$0.00
00002011159504W6890X	Family Sub	6/4/2011	$5.06	$5.06	0%	$0.00
00002011159504W6890X	Family Sub	6/4/2011	$25.55	$25.55	0%	$0.00
00002011161508360J10X	Single	6/1/2011	$155.01	$155.01	0%	$0.00
00002011157507K3880X	Family Sub	5/16/2011	$65.87	$65.87	0%	$0.00
00002011157507K3880X	Family Sub	5/16/2011	$3.00	$3.00	0%	$0.00
00002011157507K3880X	Family Sub	5/16/2011	$6.31	$6.31	0%	$0.00
00002011157507K3880X	Family Sub	5/16/2011	$8.25	$8.25	0%	$0.00
00002011157507K3880X	Family Sub	5/16/2011	$13.02	$13.02	0%	$0.00
00002011157507K3880X	Family Sub	5/16/2011	$10.27	$10.27	0%	$0.00
00002011158506610J10X	Family Sub	6/2/2011	$73.07	$73.07	0%	$0.00
00002011159505Y5890X	Family Sub	5/25/2011	$65.87	$65.87	0%	$0.00
00002011159509S9470X	Family Sub	5/25/2011	$4.96	$4.96	0%	$0.00
00002011159509S9470X	Family Sub	5/25/2011	$7.94	$7.94	0%	$0.00
00002011159509S9470X	Family Sub	5/25/2011	$7.00	$7.00	0%	$0.00
00002011159509S9470X	Family Sub	5/25/2011	$5.86	$5.86	0%	$0.00
00002011159509S9470X	Family Sub	5/25/2011	$13.02	$13.02	0%	$0.00
00002011159509S9470X	Family Sub	5/25/2011	$10.12	$10.12	0%	$0.00
00002011159509S9470X	Family Sub	5/25/2011	$25.55	$25.55	0%	$0.00
00002011160506C15020X	Single	6/7/2011	$79.89	$79.89	0%	$0.00
00002011159501T7660X	Single	4/21/2011	$261.65	$261.65	0%	$0.00
00002011145507Z5540X	Single	5/23/2011	$2.38	$2.38	0%	$0.00
00002011145507Z5540X	Single	5/23/2011	$113.95	$113.95	0%	$0.00

0000201115850051L30X	Single	5/23/2011	$13.98	$13.98	0%	$0.00
0000201115850051L30X	Single	5/23/2011	$16.68	$16.68	0%	$0.00
0000201115850051L30X	Single	5/23/2011	$11.41	$11.41	0%	$0.00
0000201115850051L30X	Single	5/23/2011	$4.30	$4.30	0%	$0.00
0000201115850051L30X	Single	5/23/2011	$4.41	$4.41	0%	$0.00
0000201115850051L30X	Single	5/23/2011	$24.66	$24.66	0%	$0.00
0000201115850736T00X	Single	6/3/2011	$58.98	$58.98	0%	$0.00
0000201115850736T00X	Single	6/3/2011	$79.98	$79.98	0%	$0.00
0000201115850736T00X	Single	6/3/2011	$8.25	$8.25	0%	$0.00
0000201115850736T00X	Single	6/3/2011	$13.02	$13.02	0%	$0.00
0000201115850736T00X	Single	6/3/2011	$16.32	$16.32	0%	$0.00
0000201115850736T00X	Single	6/3/2011	$13.78	$13.78	0%	$0.00
0000201115850736T00X	Single	6/3/2011	$8.76	$8.76	0%	$0.00
0000201115850736T00X	Single	6/3/2011	$3.00	$3.00	0%	$0.00
0000201116150218H40X	Single	6/3/2011	$8.80	$8.80	0%	$0.00
00002011159502X5970X	Single	6/3/2011	$40.87	$40.87	0%	$0.00
0000201116150955T50X	Single	4/27/2011	$30.99	$30.99	0%	$0.00
000020111545032W940X	Family Mer	5/25/2011	$42.55	$42.55	0%	$0.00
00002011158508352F0X	Family Mer	6/4/2011	$43.72	$43.72	0%	$0.00
0000201116050G17460X	Family Mer	5/23/2011	$60.41	$60.41	0%	$0.00
0000201116050G17460X	Family Mer	5/23/2011	$8.66	$8.66	0%	$0.00
0000201116050V64370X	Family Mer	5/23/2011	$65.87	$65.87	0%	$0.00
0000201115850615T70X	Family Mer	6/2/2011	$60.40	$60.40	0%	$0.00
0000201116150240T90X	Single	6/4/2011	$4.32	$4.32	0%	$0.00
0000201116150240T90X	Single	6/4/2011	$5.42	$5.42	0%	$0.00
0000201116150240T90X	Single	6/4/2011	$5.03	$5.03	0%	$0.00
0000201116150240T90X	Single	6/4/2011	$12.55	$12.55	0%	$0.00
0000201116150240T90X	Single	6/4/2011	$5.98	$5.98	0%	$0.00
0000201116150240T90X	Single	6/4/2011	$9.57	$9.57	0%	$0.00
0000201116150240T90X	Single	6/4/2011	$9.04	$9.04	0%	$0.00
0000201116150240T90X	Single	6/4/2011	$32.99	$32.99	0%	$0.00
0000201116150240T90X	Single	6/4/2011	$2.71	$2.71	0%	$0.00
0000201116150240T90X	Single	6/4/2011	$3.00	$3.00	0%	$0.00
0000201116150502X30X	Single	6/4/2011	$6.83	$6.83	0%	$0.00
0000201116150502X30X	Single	6/4/2011	$8.93	$8.93	0%	$0.00
0000201116150502X30X	Single	6/4/2011	$3.82	$3.82	0%	$0.00
0000201116150502X30X	Single	6/4/2011	$14.20	$14.20	0%	$0.00
0000201116150713F20X	Single	6/2/2011	$8.22	$8.22	0%	$0.00
0000201116150713F20X	Single	6/2/2011	$14.31	$14.31	0%	$0.00
0000201007015401110C	Family Mer	1/14/2010	($8.13)	($8.13)	0%	$0.00
0000201007015401110C	Family Mer	1/14/2010	$6.14	$6.14	0%	$0.00
0000201007015401110C	Family Mer	1/14/2010	($3.23)	($3.23)	0%	$0.00
0000201007015401110C	Family Mer	1/14/2010	$2.35	$2.35	0%	$0.00
0000201007028000780C	Family Mer	1/19/2010	($15.94)	($15.94)	0%	$0.00
0000201007028000780C	Family Mer	1/19/2010	$16.69	$16.69	0%	$0.00
0000201007028000780C	Family Mer	1/19/2010	($4.71)	($4.71)	0%	$0.00
0000201007028000780C	Family Mer	1/19/2010	$4.93	$4.93	0%	$0.00
0000201007057X04650X	Family Mer	1/7/2010	($10.63)	($10.63)	0%	$0.00
0000201007057X04650X	Family Mer	1/7/2010	$11.12	$11.12	0%	$0.00
0000201007057X04650X	Family Mer	1/7/2010	($4.71)	($4.71)	0%	$0.00
0000201007057X04650X	Family Mer	1/7/2010	$4.93	$4.93	0%	$0.00
00002011158501865C0X	Family Mer	5/31/2011	$30.99	$30.99	0%	$0.00

00002011158501865C0X	Family Mer	5/31/2011	$12.73	$12.73	0%	$0.00
00002011158501865C0X	Family Mer	5/31/2011	$16.73	$16.73	0%	$0.00
00002011158501865C0X	Family Mer	5/31/2011	$16.73	$16.73	0%	$0.00
00002011158501865C0X	Family Mer	5/31/2011	$8.25	$8.25	0%	$0.00
0000201116150657P70X	Family Mer	6/3/2011	$30.99	$30.99	0%	$0.00
0000201116150122N60X	Single	5/27/2011	$40.87	$40.87	0%	$0.00
0000201116050J95150X	Single	6/3/2011	$14.29	$14.29	0%	$0.00
00002011157507B4140X	Single	6/1/2011	$40.87	$40.87	0%	$0.00
00002011157506F1480X	Family Mer	6/1/2011	$40.87	$40.87	0%	$0.00
00002011157506F1480X	Family Mer	6/1/2011	$12.73	$12.73	0%	$0.00
00002011157505K4550X	Family Sub	4/28/2011	$40.87	$40.87	0%	$0.00
00002011157505K4550X	Family Sub	4/28/2011	$8.25	$8.25	0%	$0.00
00002011157505K4550X	Family Sub	4/28/2011	$3.00	$3.00	0%	$0.00
00002011140501T6200X	Family Mer	5/17/2011	$40.87	$40.87	0%	$0.00
00002011140501T6200X	Family Mer	5/17/2011	$4.16	$4.16	0%	$0.00
0000201115150681B20X	Family Mer	5/25/2011	$73.80	$73.80	0%	$0.00
0000201115450463H60X	Family Mer	6/1/2011	$73.80	$73.80	0%	$0.00
0000201115450463H60X	Family Mer	6/1/2011	$41.57	$41.57	0%	$0.00
00002011157503D4440X	Single	6/2/2011	$30.99	$30.99	0%	$0.00
00002011157503D4440X	Single	6/2/2011	$7.94	$7.94	0%	$0.00
00002011157503D4440X	Single	6/2/2011	$19.49	$19.49	0%	$0.00
00002011157503D4440X	Single	6/2/2011	$19.49	$19.49	0%	$0.00
00002011157503D4440X	Single	6/2/2011	$19.49	$19.49	0%	$0.00
00002011157503D4450X	Single	6/2/2011	$87.36	$87.36	0%	$0.00
00002011157503D4450X	Single	6/2/2011	$8.25	$8.25	0%	$0.00
00002011157503D4450X	Single	6/2/2011	$4.16	$4.16	0%	$0.00
00002011157503D4450X	Single	6/2/2011	$13.02	$13.02	0%	$0.00
00002011157503D4450X	Single	6/2/2011	$3.36	$3.36	0%	$0.00
00002011157503D4450X	Single	6/2/2011	$16.32	$16.32	0%	$0.00
00002011157503D4450X	Single	6/2/2011	$13.78	$13.78	0%	$0.00
00002011157503D4450X	Single	6/2/2011	$8.76	$8.76	0%	$0.00
00002011157503D4450X	Single	6/2/2011	$3.00	$3.00	0%	$0.00
00002011157503D4450X	Single	6/2/2011	$23.82	$23.82	0%	$0.00
0000201160509877V0X	Single	6/2/2011	$16.68	$16.68	0%	$0.00
0000201160509877V0X	Single	6/2/2011	$8.80	$8.80	0%	$0.00
0000201158501248C0X	Family Mer	6/2/2011	$40.87	$40.87	0%	$0.00
0000201115853058890T	Family Sub	6/2/2011	$94.09	$94.09	0%	$0.00
0000201115853058890T	Family Sub	6/2/2011	$5.50	$5.50	0%	$0.00
0000201115853058890T	Family Sub	6/2/2011	$5.50	$5.50	0%	$0.00
0000201115853058890T	Family Sub	6/2/2011	$5.50	$5.50	0%	$0.00
0000201115853058890T	Family Sub	6/2/2011	$19.49	$19.49	0%	$0.00
0000201115853058890T	Family Sub	6/2/2011	$19.49	$19.49	0%	$0.00
0000201115853058890T	Family Sub	6/2/2011	$19.49	$19.49	0%	$0.00
0000201116053002050T	Family Sub	6/2/2011	$30.16	$30.16	0%	$0.00
0000201116053002050T	Family Sub	6/2/2011	$30.16	$30.16	0%	$0.00
0000201116050J94430X	Single	6/3/2011	$30.99	$30.99	0%	$0.00
0000201116050J94430X	Single	6/3/2011	$21.71	$21.71	0%	$0.00
0000201116050J94430X	Single	6/3/2011	$7.15	$7.15	0%	$0.00
0000201111753051950T	Family Sub	4/7/2011	$400.10	$400.10	0%	$0.00
000020111595089E460X	Family Sub	6/6/2011	$40.87	$40.87	0%	$0.00
000020111595089E460X	Family Sub	6/6/2011	$8.25	$8.25	0%	$0.00
000020111595089E460X	Family Sub	6/6/2011	$18.62	$18.62	0%	$0.00

000020111595089E460X	Family Sub	6/6/2011	$3.36	$3.36	0%	$0.00
000020111595089E460X	Family Sub	6/6/2011	$5.08	$5.08	0%	$0.00
000020111595051G340X	Single	6/2/2011	$40.87	$40.87	0%	$0.00
0000201115850724X00X	Family Mer	6/3/2011	$40.87	$40.87	0%	$0.00
0000201115850724X00X	Family Mer	6/3/2011	$6.71	$6.71	0%	$0.00
0000201115850724X00X	Family Mer	6/3/2011	$3.00	$3.00	0%	$0.00
00002011157501F1390X	Single	5/26/2011	$166.08	$166.08	0%	$0.00
0000201115850048K60X	Family Mer	6/1/2011	$100.58	$100.58	0%	$0.00
0000201115850048K60X	Family Mer	6/1/2011	$23.64	$23.64	0%	$0.00
00002011160530202301	Family Mer	6/1/2011	$10.38	$10.38	0%	$0.00
00002011160530202301	Family Mer	6/1/2011	$20.64	$20.64	0%	$0.00
00002011160530202301	Family Mer	6/1/2011	$11.81	$11.81	0%	$0.00
00002011160530202301	Family Mer	6/1/2011	$215.74	$215.74	0%	$0.00
00002011160530202301	Family Mer	6/1/2011	$7.31	$7.31	0%	$0.00
00002011160530202301	Family Mer	6/1/2011	$4.96	$4.96	0%	$0.00
00002011160530202301	Family Mer	6/1/2011	$5.56	$5.56	0%	$0.00
00002011160530202301	Family Mer	6/1/2011	$6.01	$6.01	0%	$0.00
00002011160530202301	Family Mer	6/1/2011	$6.68	$6.68	0%	$0.00
00002011160530202301	Family Mer	6/1/2011	$12.19	$12.19	0%	$0.00
00002011160530202301	Family Mer	6/1/2011	$12.50	$12.50	0%	$0.00
00002011160530202301	Family Mer	6/1/2011	$13.66	$13.66	0%	$0.00
00002011160530202301	Family Mer	6/1/2011	$5.91	$5.91	0%	$0.00
00002011160530202301	Family Mer	6/1/2011	$14.43	$14.43	0%	$0.00
00002011160530202301	Family Mer	6/1/2011	$5.56	$5.56	0%	$0.00
00002011160530202301	Family Mer	6/1/2011	$20.28	$20.28	0%	$0.00
00002011160530202301	Family Mer	6/1/2011	$1.85	$1.85	0%	$0.00
00002011159507V9980X	Family Sub	########	$43.87	$43.87	0%	$0.00
00002011159507V9980X	Family Sub	########	$0.33	$0.33	0%	$0.00
00002011159507V9980X	Family Sub	########	$7.37	$7.37	0%	$0.00
00002011159507V9980X	Family Sub	########	$25.55	$25.55	0%	$0.00
000020111405049D230X	Family Mer	5/13/2011	$12.73	$12.73	0%	$0.00
0000201116150692Y50X	Family Mer	6/6/2011	$40.87	$40.87	0%	$0.00
0000201116150694Y50X	Family Mer	6/4/2011	$40.87	$40.87	0%	$0.00
0000201115812000990C	Family Mer	5/27/2011	$34.88	$34.88	0%	$0.00
0000201115812001000C	Family Mer	6/1/2011	$34.88	$34.88	0%	$0.00
0000201115850802S70X	Family Mer	6/1/2011	$213.26	$213.26	0%	$0.00
0000201115750X70900X	Single	5/27/2011	$8.93	$8.93	0%	$0.00
0000201115750X70900X	Single	5/27/2011	$14.20	$14.20	0%	$0.00
00002011159500Y1590X	Single	6/3/2011	$40.87	$40.87	0%	$0.00
0000201116150309C20X	Family Sub	6/2/2011	$53.60	$53.60	0%	$0.00
0000201116150309C20X	Family Sub	6/2/2011	$25.55	$25.55	0%	$0.00
0000201116150309C20X	Family Sub	6/2/2011	$0.67	$0.67	0%	$0.00
00002011157506J4120X	Single	6/2/2011	$97.62	$97.62	0%	$0.00
00002011157506J4120X	Single	6/2/2011	$4.16	$4.16	0%	$0.00
00002011157506J4120X	Single	6/2/2011	$3.00	$3.00	0%	$0.00
00002011159507W2130X	Single	6/6/2011	$30.99	$30.99	0%	$0.00
00002011159507W2130X	Single	6/6/2011	$3.36	$3.36	0%	$0.00
00002011157508G2050X	Family Mer	6/2/2011	$34.88	$34.88	0%	$0.00
00002011157500K5510X	Single	5/7/2011	$102.07	$102.07	0%	$0.00
000020111595028C130X	Single	5/7/2011	$3.00	$3.00	0%	$0.00
000020111595028C130X	Single	5/7/2011	$5.50	$5.50	0%	$0.00
000020111595028C130X	Single	5/7/2011	$5.50	$5.50	0%	$0.00

000020111595028C130X	Single	5/7/2011	$5.50	$5.50	0%	$0.00
000020111595028C130X	Single	5/7/2011	$5.50	$5.50	0%	$0.00
000020111595028C130X	Single	5/7/2011	$5.50	$5.50	0%	$0.00
000020111595028C130X	Single	5/7/2011	$5.50	$5.50	0%	$0.00
000020111595028C130X	Single	5/7/2011	$5.50	$5.50	0%	$0.00
000020111595028C130X	Single	5/7/2011	$5.50	$5.50	0%	$0.00
000020111595028C130X	Single	5/7/2011	$11.00	$11.00	0%	$0.00
00002011159504V8540X	Single	5/7/2011	$5.50	$5.50	0%	$0.00
00002011159506X0580X	Family Sub	4/8/2011	$40.87	$40.87	0%	$0.00
00002011159506X0580X	Family Sub	4/8/2011	$8.25	$8.25	0%	$0.00
00002011159506X0580X	Family Sub	4/8/2011	$22.33	$22.33	0%	$0.00
00002011159506X0580X	Family Sub	4/8/2011	$3.00	$3.00	0%	$0.00
0000201115850269X70X	Family Mer	6/2/2011	$40.87	$40.87	0%	$0.00
0000201116050S34810X	Family Mer	5/20/2011	$136.50	$136.50	0%	$0.00
0000201115750X07720X	Family Mer	5/26/2011	$12.73	$12.73	0%	$0.00
0000201115750X07720X	Family Mer	5/26/2011	$7.94	$7.94	0%	$0.00
0000201115750X07720X	Family Mer	5/26/2011	$13.02	$13.02	0%	$0.00
0000201113850H50750X	Family Sub	5/10/2011	$11.75	$11.75	0%	$0.00
0000201113950774 6F0X	Family Sub	5/12/2011	$9.48	$9.48	0%	$0.00
000020111405040E610X	Family Sub	5/13/2011	$64.96	$64.96	0%	$0.00
00002011140506Q7050X	Family Sub	5/13/2011	$98.90	$98.90	0%	$0.00
0000201114350K31760X	Family Sub	5/13/2011	$86.07	$86.07	0%	$0.00
0000201114350K32320X	Family Sub	5/13/2011	$73.51	$73.51	0%	$0.00
0000201114350K81590X	Family Sub	5/14/2011	$48.39	$48.39	0%	$0.00
0000201114350W23030X	Family Sub	5/11/2011	$117.80	$117.80	0%	$0.00
0000201114350W23030X	Family Sub	5/12/2011	$48.39	$48.39	0%	$0.00
0000201114350W23030X	Family Sub	5/13/2011	$69.42	$69.42	0%	$0.00
0000201114350W33270X	Family Sub	5/12/2011	$69.42	$69.42	0%	$0.00
0000201114350W33270X	Family Sub	5/13/2011	$69.42	$69.42	0%	$0.00
0000201114353074560T	Family Sub	5/15/2011	$128.52	$128.52	0%	$0.00
000020111445051 5J20X	Family Sub	5/15/2011	$48.39	$48.39	0%	$0.00
0000201114650A26680X	Family Sub	5/17/2011	$69.42	$69.42	0%	$0.00
0000201114650T24350X	Family Sub	5/20/2011	$98.41	$98.41	0%	$0.00
0000201114650491 1Q0X	Family Sub	5/13/2011	$2.18	$2.18	0%	$0.00
0000201114650491 1Q0X	Family Sub	5/16/2011	$48.39	$48.39	0%	$0.00
0000201114650491 1Q0X	Family Sub	5/17/2011	$48.39	$48.39	0%	$0.00
0000201114650491 1Q0X	Family Sub	5/18/2011	$48.39	$48.39	0%	$0.00
000020111475035 7J70X	Family Sub	5/16/2011	$48.39	$48.39	0%	$0.00
000020111475035 7J70X	Family Sub	5/17/2011	$48.39	$48.39	0%	$0.00
000020111475035 7J70X	Family Sub	5/18/2011	$48.39	$48.39	0%	$0.00
000020111515030Z870X	Family Sub	5/18/2011	$69.42	$69.42	0%	$0.00
0000201115150039C30X	Single	5/23/2011	$4.16	$4.16	0%	$0.00
0000201115150039C30X	Single	5/23/2011	$9.43	$9.43	0%	$0.00
00002011157508G3360X	Single	5/27/2011	$482.66	$482.66	0%	$0.00
00002011157508G3360X	Single	5/27/2011	$532.02	$532.02	0%	$0.00
00002011157508G3360X	Single	5/27/2011	$290.88	$290.88	0%	$0.00
00002011157508G3360X	Single	5/27/2011	$76.70	$76.70	0%	$0.00
00002011157508G3360X	Single	5/27/2011	$76.70	$76.70	0%	$0.00
00002011157508G3360X	Single	5/27/2011	$200.00	$200.00	0%	$0.00
0000201115850526T10X	Single	6/3/2011	$40.87	$40.87	0%	$0.00
0000201116150814Q90X	Single	6/6/2011	$73.07	$73.07	0%	$0.00
00002011159503U1450X	Family Mer	5/27/2011	$32.33	$32.33	0%	$0.00

00002011157502K0820X	Family Mer	5/31/2011	$40.87	$40.87	0%	$0.00
00002011157502K0820X	Family Mer	5/31/2011	$12.73	$12.73	0%	$0.00
00002011157502K0820X	Family Mer	5/31/2011	$8.25	$8.25	0%	$0.00
00002011157502K0820X	Family Mer	5/31/2011	$18.62	$18.62	0%	$0.00
000020111595004A800X	Family Mer	5/27/2011	$32.33	$32.33	0%	$0.00
000020111595004A800X	Family Mer	5/27/2011	$10.95	$10.95	0%	$0.00
00002011157506K6600X	Family Mer	2/9/2011	$86.66	$86.66	0%	$0.00
0000201114350S44540X	Single	5/5/2011	$73.07	$73.07	0%	$0.00
0000201114350S44540X	Single	5/5/2011	$2.53	$2.53	0%	$0.00
00002011157506K6720X	Family Sub	5/31/2011	$40.87	$40.87	0%	$0.00
00002011157506K6720X	Family Sub	5/31/2011	$8.25	$8.25	0%	$0.00
00002011157506K6720X	Family Sub	5/31/2011	$12.73	$12.73	0%	$0.00
00002011157506K6720X	Family Sub	5/31/2011	$16.73	$16.73	0%	$0.00
00002011157506K6720X	Family Sub	5/31/2011	$16.73	$16.73	0%	$0.00
0000201116050B97900X	Family Mer	6/4/2011	$40.87	$40.87	0%	$0.00
0000201116050K64090X	Family Sub	6/7/2011	$34.12	$34.12	0%	$0.00
0000201116050K64090X	Family Sub	6/7/2011	$34.12	$34.12	0%	$0.00
0000201116050K64090X	Family Sub	6/7/2011	$6.71	$6.71	0%	$0.00
0000201116050K64100X	Family Sub	6/7/2011	$94.09	$94.09	0%	$0.00
0000201116050K64100X	Family Sub	6/7/2011	$73.80	$73.80	0%	$0.00
0000201116050K64100X	Family Sub	6/7/2011	$19.49	$19.49	0%	$0.00
0000201116050K64100X	Family Sub	6/7/2011	$19.49	$19.49	0%	$0.00
0000201116050K64100X	Family Sub	6/7/2011	$19.49	$19.49	0%	$0.00
000020111450576F20X	Single	6/1/2011	$40.87	$40.87	0%	$0.00
000020111595006G620X	Single	6/2/2011	$177.62	$177.62	0%	$0.00
000020111595006G620X	Single	6/2/2011	$78.05	$78.05	0%	$0.00
0000201116050P82190X	Single	6/1/2011	$13.53	$13.53	0%	$0.00
000020111850611Z60X	Family Sub	5/25/2011	$52.39	$52.39	0%	$0.00
000020111850611Z60X	Family Sub	5/25/2011	$41.14	$41.14	0%	$0.00
000020111850611Z60X	Family Sub	5/25/2011	$4.87	$4.87	0%	$0.00
0000201116040504405V0X	Family Sub	6/6/2011	$40.87	$40.87	0%	$0.00
000020111616150964E90X	Single	6/6/2011	$45.43	$45.43	0%	$0.00
000020111616150964E90X	Single	6/6/2011	$10.86	$10.86	0%	$0.00
000020111616150964E90X	Single	6/6/2011	$3.00	$3.00	0%	$0.00
000020111616153060600T	Single	6/7/2011	$14.09	$14.09	0%	$0.00
000020111570405600C	Family Mer	3/25/2011	$73.80	$73.80	0%	$0.00
000020111590300147OC	Family Mer	5/30/2011	$93.73	$93.73	0%	$0.00
0000201115850477A0X	Single	6/4/2011	$100.47	$100.47	0%	$0.00
0000201115850477A0X	Single	6/4/2011	$8.25	$8.25	0%	$0.00
0000201115850477A0X	Single	6/4/2011	$3.00	$3.00	0%	$0.00
0000201115850477A0X	Single	6/4/2011	$4.16	$4.16	0%	$0.00
000020111571104074OC	Family Mer	5/12/2011	$110.89	$110.89	0%	$0.00
000020111571104074OC	Family Mer	5/24/2011	$31.20	$31.20	0%	$0.00
0000201115850516D0X	Family Sub	6/2/2011	$177.21	$177.21	0%	$0.00
00002011157501H4380X	Single	5/31/2011	$73.80	$73.80	0%	$0.00
00002011159503X2570X	Single	6/6/2011	$40.87	$40.87	0%	$0.00
000020111616150722S90X	Single	6/2/2011	$93.07	$93.07	0%	$0.00
000020111595069A640X	Family Mer	6/3/2011	$3.00	$3.00	0%	$0.00
000020111595069A640X	Family Mer	6/3/2011	$2.71	$2.71	0%	$0.00
000020111595069A640X	Family Mer	6/3/2011	$8.25	$8.25	0%	$0.00
00002011159507U1830X	Family Mer	6/3/2011	$40.87	$40.87	0%	$0.00
000020111595069A460X	Family Mer	6/3/2011	$107.85	$107.85	0%	$0.00

000020111595069A460X	Family Mer	6/3/2011	$8.25	$8.25	0%	$0.00
000020111595069A460X	Family Mer	6/3/2011	$2.71	$2.71	0%	$0.00
000020111595069A460X	Family Mer	6/3/2011	$3.00	$3.00	0%	$0.00
000020111595069A490X	Family Mer	6/3/2011	$40.87	$40.87	0%	$0.00
0000201116150494K60X	Single	5/31/2011	$73.80	$73.80	0%	$0.00
00002011159509S0630X	Family Mer	6/6/2011	$40.87	$40.87	0%	$0.00
00002011159509S0630X	Family Mer	6/6/2011	$48.50	$48.50	0%	$0.00
0000201116052448Y0X	Family Mer	6/6/2011	$79.89	$79.89	0%	$0.00
00002011157507K9530X	Family Mer	5/20/2011	$45.00	$45.00	0%	$0.00
00002011157507K9530X	Family Mer	5/20/2011	$11.15	$11.15	0%	$0.00
00002011157507K9530X	Family Mer	5/20/2011	$17.20	$17.20	0%	$0.00
00002011157507K9530X	Family Mer	5/20/2011	$16.73	$16.73	0%	$0.00
00002011157507K9530X	Family Mer	5/20/2011	$16.73	$16.73	0%	$0.00
0000201115850784T00X	Single	6/3/2011	$30.99	$30.99	0%	$0.00
0000201116150875C00X	Family Mer	6/8/2011	$43.58	$43.58	0%	$0.00
0000201114450044S50X	Single	5/20/2011	$525.00	$525.00	0%	$0.00
0000201114450044S50X	Single	5/20/2011	$57.96	$57.96	0%	$0.00
0000201114650N56780X	Single	5/12/2011	$36.08	$36.08	0%	$0.00
0000201115150738A40X	Single	4/26/2011	$11.00	$11.00	0%	$0.00
0000201115150738A40X	Single	4/26/2011	$5.50	$5.50	0%	$0.00
0000201115150738A40X	Single	4/26/2011	$5.50	$5.50	0%	$0.00
0000201115150738A40X	Single	4/26/2011	$11.00	$11.00	0%	$0.00
0000201115150738A40X	Single	4/26/2011	$5.50	$5.50	0%	$0.00
0000201115150738A40X	Single	4/26/2011	$5.50	$5.50	0%	$0.00
0000201115150738A40X	Single	4/28/2011	$3.00	$3.00	0%	$0.00
0000201115150738A40X	Single	4/28/2011	$5.50	$5.50	0%	$0.00
0000201115150738A40X	Single	4/28/2011	$5.50	$5.50	0%	$0.00
0000201115150738A40X	Single	4/28/2011	$5.50	$5.50	0%	$0.00
0000201116150049Y30X	Single	6/7/2011	$108.18	$108.18	0%	$0.00
0000201116150669L50X	Single	4/26/2011	$99.16	$99.16	0%	$0.00
0000201116150669L50X	Single	4/27/2011	$99.16	$99.16	0%	$0.00
0000201116150669L50X	Single	4/30/2011	$99.16	$99.16	0%	$0.00
0000201116150669L50X	Single	5/2/2011	$99.16	$99.16	0%	$0.00
0000201116150669L50X	Single	5/3/2011	$99.16	$99.16	0%	$0.00
0000201116150669L50X	Single	5/4/2011	$99.16	$99.16	0%	$0.00
0000201116150669L50X	Single	5/6/2011	$99.16	$99.16	0%	$0.00
0000201116150669L50X	Single	5/7/2011	$99.16	$99.16	0%	$0.00
0000201116150669L50X	Single	5/10/2011	$99.16	$99.16	0%	$0.00
0000201116150669L50X	Single	5/11/2011	$99.16	$99.16	0%	$0.00
0000201116150669L50X	Single	5/12/2011	$99.16	$99.16	0%	$0.00
0000201116150669L50X	Single	5/13/2011	$99.16	$99.16	0%	$0.00
0000201116150669L50X	Single	5/14/2011	$99.16	$99.16	0%	$0.00
0000201116150669L50X	Single	5/15/2011	$99.16	$99.16	0%	$0.00
0000201116150669L50X	Single	5/16/2011	$99.16	$99.16	0%	$0.00
0000201115850192Y30X	Single	2/9/2011	$24.41	$24.41	0%	$0.00
0000201115850192Y30X	Single	2/9/2011	$102.62	$102.62	0%	$0.00
0000201115850192Y60X	Single	2/8/2011	$24.41	$24.41	0%	$0.00
0000201115850192Y60X	Single	2/8/2011	$102.62	$102.62	0%	$0.00
0000201115850194Y80X	Single	3/8/2011	$24.41	$24.41	0%	$0.00
0000201115850194Y80X	Single	3/8/2011	$102.62	$102.62	0%	$0.00
0000201115850194Y90X	Single	3/2/2011	$24.41	$24.41	0%	$0.00

0000201115850194Y90X	Single	3/2/2011	$102.62	$102.62	0%	$0.00
0000201115850195Y00X	Single	2/1/2011	$24.41	$24.41	0%	$0.00
0000201115850195Y00X	Single	2/1/2011	$102.62	$102.62	0%	$0.00
0000201115850195Y10X	Single	2/2/2011	$24.41	$24.41	0%	$0.00
0000201115850195Y10X	Single	2/2/2011	$102.62	$102.62	0%	$0.00
0000201115850378K30X	Single	1/31/2011	$24.41	$24.41	0%	$0.00
0000201115850378K30X	Single	1/31/2011	$102.62	$102.62	0%	$0.00
0000201115850378K40X	Single	2/10/2011	$24.41	$24.41	0%	$0.00
0000201115850378K40X	Single	2/10/2011	$102.62	$102.62	0%	$0.00
0000201115850381K50X	Single	3/1/2011	$24.41	$24.41	0%	$0.00
0000201115850381K50X	Single	3/1/2011	$102.62	$102.62	0%	$0.00
0000201115853017530T	Single	5/31/2011	$6.68	$6.68	0%	$0.00
0000201115853017530T	Single	5/31/2011	$9.08	$9.08	0%	$0.00
0000201115853017530T	Single	5/31/2011	$11.51	$11.51	0%	$0.00
0000201115853017530T	Single	5/31/2011	$4.88	$4.88	0%	$0.00
0000201115853017530T	Single	5/31/2011	$12.54	$12.54	0%	$0.00
0000201115853017530T	Single	5/31/2011	$3.66	$3.66	0%	$0.00
0000201115853017530T	Single	5/31/2011	$1.85	$1.85	0%	$0.00
0000201116150943Y80X	Single	6/6/2011	$345.81	$345.81	0%	$0.00
0000201116150943Y80X	Single	6/6/2011	$106.64	$106.64	0%	$0.00
0000201116150943Y80X	Single	6/6/2011	$286.65	$286.65	0%	$0.00
0000201116150944Y40X	Single	6/6/2011	$198.00	$198.00	0%	$0.00
0000201114450183U90X	Single	4/25/2011	$42.98	$42.98	0%	$0.00
0000201115850363Y50X	Single	5/31/2011	$15.47	$15.47	0%	$0.00
0000201115850363Y50X	Single	5/31/2011	$8.08	$8.08	0%	$0.00
0000201115850363Y50X	Single	5/31/2011	$15.41	$15.41	0%	$0.00
0000201115850363Y50X	Single	5/31/2011	$16.13	$16.13	0%	$0.00
0000201115850363Y50X	Single	5/31/2011	$13.98	$13.98	0%	$0.00
0000201115850363Y50X	Single	5/31/2011	$1.71	$1.71	0%	$0.00
0000201115850363Y50X	Single	5/31/2011	$11.88	$11.88	0%	$0.00
0000201115850363Y50X	Single	5/31/2011	$11.41	$11.41	0%	$0.00
0000201115850363Y50X	Single	5/31/2011	$24.66	$24.66	0%	$0.00
0000020111595052G410X	Single	6/3/2011	$14.09	$14.09	0%	$0.00
0000020111595052G410X	Single	6/3/2011	$3.00	$3.00	0%	$0.00
0000201115850033 4D0X	Family Mer	6/1/2011	$34.88	$34.88	0%	$0.00
0000201115950 8X0520X	Family Mer	6/4/2011	$40.87	$40.87	0%	$0.00
0000201115950 8X0520X	Family Mer	6/4/2011	$12.73	$12.73	0%	$0.00
0000201115950 8X0520X	Family Mer	6/4/2011	$8.25	$8.25	0%	$0.00
0000201115950 8X0520X	Family Mer	6/4/2011	$3.00	$3.00	0%	$0.00
0000201115950 8X0520X	Family Mer	6/4/2011	$16.73	$16.73	0%	$0.00
0000201115950 8X0520X	Family Mer	6/4/2011	$16.73	$16.73	0%	$0.00
0000201115950 8X0520X	Family Mer	6/4/2011	$18.62	$18.62	0%	$0.00
0000201116150647K80X	Family Mer	6/7/2011	$60.05	$60.05	0%	$0.00
0000201116150647K80X	Family Mer	6/7/2011	$8.25	$8.25	0%	$0.00
0000201116150647K80X	Family Mer	6/7/2011	$3.00	$3.00	0%	$0.00
0000201116150647K80X	Family Mer	6/7/2011	$25.98	$25.98	0%	$0.00
0000201114350P21680X	Single	5/16/2011	$40.87	$40.87	0%	$0.00
0000201116050L01190X	Family Mer	6/4/2011	$40.87	$40.87	0%	$0.00
0000201116050A77050X	Single	6/3/2011	$84.78	$84.78	0%	$0.00
0000201116050A77050X	Single	6/3/2011	$10.86	$10.86	0%	$0.00
0000201116050A77050X	Single	6/3/2011	$19.03	$19.03	0%	$0.00
0000201116050A77050X	Single	6/3/2011	$14.77	$14.77	0%	$0.00

0000201116050A77050X	Single	6/3/2011	$5.49	$5.49	0%	$0.00
0000201116050A77050X	Single	6/3/2011	$12.21	$12.21	0%	$0.00
0000201116050A77050X	Single	6/3/2011	$9.05	$9.05	0%	$0.00
0000201116050A77050X	Single	6/3/2011	$3.00	$3.00	0%	$0.00
0000201116050U51590X	Single	6/3/2011	$40.87	$40.87	0%	$0.00
0000201116150770J80X	Single	6/1/2011	$35.26	$35.26	0%	$0.00
00002011136501985N0X	Family Sub	5/3/2011	$80.54	$80.54	0%	$0.00
00002011136501985N0X	Family Sub	5/3/2011	$18.62	$18.62	0%	$0.00
00002011136501985N0X	Family Sub	5/3/2011	$65.46	$65.46	0%	$0.00
00002011136501985N0X	Family Sub	5/3/2011	$7.64	$7.64	0%	$0.00
0000201115450909B80X	Family Mer	6/2/2011	$40.87	$40.87	0%	$0.00
0000201115450909B80X	Family Mer	6/2/2011	$12.73	$12.73	0%	$0.00
0000201115450909B80X	Family Mer	6/2/2011	$6.45	$6.45	0%	$0.00
0000201115450909B80X	Family Mer	6/2/2011	$16.73	$16.73	0%	$0.00
0000201115450909B80X	Family Mer	6/2/2011	$16.73	$16.73	0%	$0.00
0000201115450909B80X	Family Mer	6/2/2011	$0.50	$0.50	0%	$0.00
0000201115450909B80X	Family Mer	6/2/2011	$25.55	$25.55	0%	$0.00
0000201115450911B30X	Family Mer	6/2/2011	$40.87	$40.87	0%	$0.00
0000201115450911B30X	Family Mer	6/2/2011	$12.73	$12.73	0%	$0.00
0000201115450911B30X	Family Mer	6/2/2011	$6.45	$6.45	0%	$0.00
0000201115450911B30X	Family Mer	6/2/2011	$16.73	$16.73	0%	$0.00
0000201115450911B30X	Family Mer	6/2/2011	$16.73	$16.73	0%	$0.00
00002011157500A2010X	Family Mer	4/11/2011	$25.00	$25.00	0%	$0.00
0000201116050D94490X	Family Sub	6/7/2011	$73.80	$73.80	0%	$0.00
0000201116050D94490X	Family Sub	6/7/2011	$13.02	$13.02	0%	$0.00
0000201116050D94490X	Family Sub	6/7/2011	$8.25	$8.25	0%	$0.00
0000201116050D94490X	Family Sub	6/7/2011	$4.16	$4.16	0%	$0.00
0000201116050D94490X	Family Sub	6/7/2011	$9.43	$9.43	0%	$0.00
0000201116050D94490X	Family Sub	6/7/2011	$3.00	$3.00	0%	$0.00
0000201116050D94490X	Family Sub	6/7/2011	$4.45	$4.45	0%	$0.00
0000201116050D94490X	Family Sub	6/7/2011	$5.03	$5.03	0%	$0.00
0000201116050D94490X	Family Sub	6/7/2011	$23.82	$23.82	0%	$0.00
0000201116050U44980X	Family Sub	6/7/2011	$18.62	$18.62	0%	$0.00
0000201116053010890T	Single	6/1/2011	$30.16	$30.16	0%	$0.00
0000201116053010890T	Single	6/1/2011	$22.76	$22.76	0%	$0.00
00002011157501K4650X	Single	6/2/2011	$40.87	$40.87	0%	$0.00
00002011157501K4650X	Single	6/2/2011	$3.36	$3.36	0%	$0.00
00002011157501K4650X	Single	6/2/2011	$2.75	$2.75	0%	$0.00
00002011157501K4650X	Single	6/2/2011	$25.55	$25.55	0%	$0.00
0000201116050L01160X	Single	6/2/2011	$73.80	$73.80	0%	$0.00
00002011158507176B0X	Family Mer	6/3/2011	$30.99	$30.99	0%	$0.00
00002011158507176B0X	Family Mer	6/3/2011	$12.73	$12.73	0%	$0.00
00002011157505K4480X	Single	3/16/2011	$40.87	$40.87	0%	$0.00
00002011157505K4480X	Single	3/16/2011	$33.46	$33.46	0%	$0.00
0000201116050T02660X	Single	6/7/2011	$40.87	$40.87	0%	$0.00
0000201116150917G80X	Single	6/6/2011	$40.87	$40.87	0%	$0.00
0000201116150917G80X	Single	6/6/2011	$8.25	$8.25	0%	$0.00
0000201116150917G80X	Single	6/6/2011	$10.27	$10.27	0%	$0.00
0000201116150917G80X	Single	6/6/2011	$3.36	$3.36	0%	$0.00
0000201116150917G80X	Single	6/6/2011	$3.00	$3.00	0%	$0.00
0000201116050U34250X	Family Sub	5/31/2011	$73.07	$73.07	0%	$0.00
0000201116150203H00X	Single	2/2/2011	$3.28	$3.28	0%	$0.00

0000201116150203H00X	Single	2/2/2011	$5.99	$5.99	0%	$0.00
0000201116150203H00X	Single	2/2/2011	$4.26	$4.26	0%	$0.00
0000201116150203H00X	Single	2/2/2011	$6.80	$6.80	0%	$0.00
0000201106950698E40X	Single	3/7/2011	($120.00)	($120.00)	0%	$0.00
0000201108450760P10X	Single	3/22/2011	($120.00)	($120.00)	0%	$0.00
0000201115850827W10X	Single	6/1/2011	$5.48	$5.48	0%	$0.00
0000201115850827W10X	Single	6/1/2011	$5.82	$5.82	0%	$0.00
00002011159506U5820X	Single	6/1/2011	$90.00	$90.00	0%	$0.00
0000201116050F64590X	Single	6/1/2011	$13.36	$13.36	0%	$0.00
0000201116050F64590X	Single	6/1/2011	$9.27	$9.27	0%	$0.00
0000201116050F64590X	Single	6/1/2011	$13.02	$13.02	0%	$0.00
0000201116050F64590X	Single	6/1/2011	$2.71	$2.71	0%	$0.00
0000201116050F64590X	Single	6/1/2011	$5.03	$5.03	0%	$0.00
0000201116050F64590X	Single	6/1/2011	$3.45	$3.45	0%	$0.00
0000201116050F65370X	Single	6/7/2011	$73.80	$73.80	0%	$0.00
0000201116050V35040X	Single	5/31/2011	$73.80	$73.80	0%	$0.00
0000201116050V35040X	Single	5/31/2011	$12.58	$12.58	0%	$0.00
0000201116150378F60X	Single	6/1/2011	$35.51	$35.51	0%	$0.00
00002011157500K6500X	Single	6/2/2011	$206.73	$206.73	0%	$0.00
00002011159501Y8110X	Single	6/2/2011	$2.25	$2.25	0%	$0.00
00002011159501Y8110X	Single	6/2/2011	$1.71	$1.71	0%	$0.00
00002011159501Y8110X	Single	6/2/2011	$4.31	$4.31	0%	$0.00
00002011159501Y8110X	Single	6/2/2011	$10.78	$10.78	0%	$0.00
00002011159501Y8110X	Single	6/2/2011	$22.61	$22.61	0%	$0.00
0000201111375087C540X	Single	5/12/2011	$525.00	$525.00	0%	$0.00
0000201111375087C540X	Single	5/12/2011	$74.76	$74.76	0%	$0.00
00002011157508B6130X	Single	6/1/2011	$489.82	$489.82	0%	$0.00
0000201116050T56280X	Single	6/6/2011	$212.17	$212.17	0%	$0.00
0000201116050T56280X	Single	6/6/2011	$24.10	$24.10	0%	$0.00
0000201116150887G00X	Single	6/7/2011	$322.80	$322.80	0%	$0.00
0000201116150887G00X	Single	6/7/2011	$68.05	$68.05	0%	$0.00
00002011157504K1970X	Family Mer	4/15/2011	$40.87	$40.87	0%	$0.00
00002011157507C9140X	Family Mer	3/31/2011	$40.87	$40.87	0%	$0.00
00002011157507C9140X	Family Mer	3/31/2011	$12.73	$12.73	0%	$0.00
00002011157507C9140X	Family Mer	3/31/2011	$16.45	$16.45	0%	$0.00
0000201115850378K10X	Single	5/31/2011	$73.07	$73.07	0%	$0.00
00002011153500940H0X	Single	4/7/2011	$40.87	$40.87	0%	$0.00
00002011153500958Y0X	Single	4/25/2011	$73.80	$73.80	0%	$0.00
0000201115750X06990X	Family Mer	5/26/2011	$5.53	$5.53	0%	$0.00
0000201115750X06990X	Family Mer	5/26/2011	$14.65	$14.65	0%	$0.00
0000201115750X06990X	Family Mer	5/26/2011	$6.29	$6.29	0%	$0.00
0000201115750X06990X	Family Mer	5/26/2011	$8.49	$8.49	0%	$0.00
0000201115750X06990X	Family Mer	5/26/2011	$10.27	$10.27	0%	$0.00
00002011159507Y0140X	Family Mer	5/26/2011	$261.65	$261.65	0%	$0.00
0000201116150825W30X	Family Mer	6/8/2011	$91.67	$91.67	0%	$0.00
0000201116150825W30X	Family Mer	6/8/2011	$40.37	$40.37	0%	$0.00
0000201116150825W30X	Family Mer	6/8/2011	$111.17	$111.17	0%	$0.00
0000201116150825W30X	Family Mer	6/8/2011	$14.85	$14.85	0%	$0.00
0000201116150825W30X	Family Mer	6/8/2011	$10.86	$10.86	0%	$0.00
0000201116050K73440X	Family Sub	6/3/2011	$73.80	$73.80	0%	$0.00
0000201115850316S30X	Single	3/3/2011	$40.87	$40.87	0%	$0.00
0000201113950383U30X	Single	5/12/2011	$40.87	$40.87	0%	$0.00

00002011159530480 80T	Single	5/16/2011	$94.09	$94.09	0%	$0.00
00002011159530480 80T	Single	5/16/2011	$5.50	$5.50	0%	$0.00
00002011159530480 80T	Single	5/16/2011	$5.50	$5.50	0%	$0.00
00002011159530480 80T	Single	5/16/2011	$5.50	$5.50	0%	$0.00
00002011159530480 80T	Single	5/16/2011	$5.50	$5.50	0%	$0.00
00002011159530480 80T	Single	5/16/2011	$5.50	$5.50	0%	$0.00
00002011159530480 80T	Single	5/16/2011	$19.49	$19.49	0%	$0.00
00002011159530480 80T	Single	5/16/2011	$19.49	$19.49	0%	$0.00
00002011159530480 80T	Single	5/16/2011	$19.49	$19.49	0%	$0.00
0000201116050W70840X	Family Mer	6/7/2011	$73.80	$73.80	0%	$0.00
0000201116150073W60X	Family Sub	6/8/2011	$40.87	$40.87	0%	$0.00
00002011140505W6560X	Single	5/16/2011	$73.80	$73.80	0%	$0.00
00002011140505W6560X	Single	5/16/2011	$0.11	$0.11	0%	$0.00
00002011140505W6560X	Single	5/16/2011	$0.35	$0.35	0%	$0.00
00002011140505W6560X	Single	5/16/2011	$51.09	$51.09	0%	$0.00
0000201115850588T80X	Single	6/3/2011	$73.80	$73.80	0%	$0.00
0000201115850773J80X	Single	5/20/2011	$161.02	$161.02	0%	$0.00
0000201115850230T40X	Family Mer	6/2/2011	$40.87	$40.87	0%	$0.00
00002011157500N8170X	Family Sub	5/27/2011	$11.69	$11.69	0%	$0.00
0000201116050X24180X	Family Sub	6/3/2011	$14.29	$14.29	0%	$0.00
0000201116150978L40X	Single	1/17/2011	$40.87	$40.87	0%	$0.00
0000201114450019W70X	Family Mer	5/17/2011	$15.26	$15.26	0%	$0.00
0000201114450019W70X	Family Mer	5/17/2011	$10.27	$10.27	0%	$0.00
0000201114450019W70X	Family Mer	5/17/2011	$13.02	$13.02	0%	$0.00
00002011146502249W0X	Family Mer	5/17/2011	$165.24	$165.24	0%	$0.00
0000201115753064660T	Family Mer	5/18/2011	$32.90	$32.90	0%	$0.00
00002011158509237E0X	Family Mer	5/17/2011	$3.85	$3.85	0%	$0.00
00002011158509237E0X	Family Mer	5/17/2011	$3.85	$3.85	0%	$0.00
00002011158509237E0X	Family Mer	5/17/2011	$3.85	$3.85	0%	$0.00
00002011158509237E0X	Family Mer	5/17/2011	$3.85	$3.85	0%	$0.00
00002011158509237E0X	Family Mer	5/17/2011	$3.85	$3.85	0%	$0.00
00002011158509237E0X	Family Mer	5/17/2011	$3.85	$3.85	0%	$0.00
00002011158509237E0X	Family Mer	5/17/2011	$3.85	$3.85	0%	$0.00
00002011158509237E0X	Family Mer	5/17/2011	$3.85	$3.85	0%	$0.00
00002011158509237E0X	Family Mer	5/17/2011	$7.70	$7.70	0%	$0.00
0000201116150753Y80X	Family Mer	5/18/2011	$595.59	$595.59	0%	$0.00
0000201116150753Y80X	Family Mer	5/18/2011	$294.62	$294.62	0%	$0.00
0000201116150753Y80X	Family Mer	5/18/2011	$90.70	$90.70	0%	$0.00
0000201116150779P70X	Family Mer	5/18/2011	$1,225.00	$1,225.00	0%	$0.00
0000201115850544V40X	Family Mer	5/9/2011	$7.46	$7.46	0%	$0.00
0000201115850544V40X	Family Mer	5/9/2011	$6.68	$6.68	0%	$0.00
0000201115850544V40X	Family Mer	5/9/2011	$7.51	$7.51	0%	$0.00
0000201115850544V40X	Family Mer	5/9/2011	$5.57	$5.57	0%	$0.00
0000201115850544V40X	Family Mer	5/9/2011	$4.45	$4.45	0%	$0.00
0000201115850544V40X	Family Mer	5/9/2011	$3.15	$3.15	0%	$0.00
0000201115850544V40X	Family Mer	5/9/2011	$11.70	$11.70	0%	$0.00
0000201115850544V40X	Family Mer	5/9/2011	$35.47	$35.47	0%	$0.00
0000201115850544V40X	Family Mer	5/9/2011	$1.85	$1.85	0%	$0.00
00002011159504Y7970X	Family Mer	5/21/2011	$86.10	$86.10	0%	$0.00
00002011159506V5430X	Family Mer	5/23/2011	$47.63	$47.63	0%	$0.00
0000201116050V70500X	Family Mer	6/7/2011	$40.87	$40.87	0%	$0.00
0000201116050N49670X	Family Mer	5/30/2011	$35.00	$35.00	0%	$0.00

0000201116050N49670X	Family Mer	5/30/2011	$16.73	$16.73	0%	$0.00
0000201116050N49670X	Family Mer	5/30/2011	$12.73	$12.73	0%	$0.00
0000201116050N49670X	Family Mer	5/30/2011	$16.73	$16.73	0%	$0.00
00002011160508593V0X	Single	6/3/2011	$8.08	$8.08	0%	$0.00
00002011160508593V0X	Single	6/3/2011	$11.15	$11.15	0%	$0.00
00002011160508593V0X	Single	6/3/2011	$6.47	$6.47	0%	$0.00
00002011160508593V0X	Single	6/3/2011	$8.80	$8.80	0%	$0.00
0000201116150113W80X	Single	5/3/2011	$40.87	$40.87	0%	$0.00
0000201116150113W80X	Single	5/3/2011	$4.53	$4.53	0%	$0.00
0000201108150499H00X	Family Mer	3/15/2011	$73.07	$73.07	0%	$0.00
000020111375031K440X	Single	5/15/2011	$700.00	$700.00	0%	$0.00
000020111375031K440X	Single	5/15/2011	$56.00	$56.00	0%	$0.00
000020111375031K440X	Single	5/15/2011	$45.00	$45.00	0%	$0.00
000020111375031K440X	Single	5/15/2011	$10.00	$10.00	0%	$0.00
000020111375031K440X	Single	5/15/2011	$150.00	$150.00	0%	$0.00
000020111375031K440X	Single	5/15/2011	$50.00	$50.00	0%	$0.00
000020111375031K440X	Single	5/15/2011	$150.00	$150.00	0%	$0.00
000020111375031K440X	Single	5/15/2011	$150.00	$150.00	0%	$0.00
000020111375031K440X	Single	5/15/2011	$15.00	$15.00	0%	$0.00
000020111375031K440X	Single	5/15/2011	$30.00	$30.00	0%	$0.00
000020111375031K440X	Single	5/15/2011	$75.00	$75.00	0%	$0.00
000020111375031K440X	Single	5/15/2011	$5.00	$5.00	0%	$0.00
000020111375031K440X	Single	5/15/2011	$3.00	$3.00	0%	$0.00
00002011159501T0660X	Single	5/20/2011	$73.80	$73.80	0%	$0.00
0000201116050C67230X	Single	5/18/2011	$42.00	$42.00	0%	$0.00
0000201116050C67280X	Single	5/18/2011	$48.93	$48.93	0%	$0.00
00002011157502H2350X	Family Mer	5/3/2011	$14.09	$14.09	0%	$0.00
0000201115150738A20X	Single	4/26/2011	$2.10	$2.10	0%	$0.00
0000201115150738A20X	Single	4/26/2011	$3.85	$3.85	0%	$0.00
0000201115150738A20X	Single	4/26/2011	$3.85	$3.85	0%	$0.00
0000201115150738A20X	Single	4/26/2011	$3.85	$3.85	0%	$0.00
0000201115150738A20X	Single	4/26/2011	$3.85	$3.85	0%	$0.00
0000201115150738A20X	Single	4/26/2011	$3.85	$3.85	0%	$0.00
0000201115150738A20X	Single	4/26/2011	$3.85	$3.85	0%	$0.00
0000201115150738A20X	Single	4/26/2011	$3.85	$3.85	0%	$0.00
0000201115150738A20X	Single	4/28/2011	$2.10	$2.10	0%	$0.00
0000201115150738A20X	Single	4/28/2011	$3.85	$3.85	0%	$0.00
0000201115850138N70X	Single	6/2/2011	$136.94	$136.94	0%	$0.00
0000201115850581P20X	Single	6/3/2011	$12.27	$12.27	0%	$0.00
0000201115850589P40X	Single	6/3/2011	$91.67	$91.67	0%	$0.00
0000201115850589P40X	Single	6/3/2011	$8.25	$8.25	0%	$0.00
0000201115850589P40X	Single	6/3/2011	$4.16	$4.16	0%	$0.00
0000201115850589P40X	Single	6/3/2011	$9.43	$9.43	0%	$0.00
0000201115850589P40X	Single	6/3/2011	$13.02	$13.02	0%	$0.00
0000201115850589P40X	Single	6/3/2011	$3.36	$3.36	0%	$0.00
0000201115850589P40X	Single	6/3/2011	$3.00	$3.00	0%	$0.00
0000201115850589P40X	Single	6/3/2011	$30.99	$30.99	0%	$0.00
0000201115850589P40X	Single	6/3/2011	$16.32	$16.32	0%	$0.00
0000201115850589P40X	Single	6/3/2011	$13.78	$13.78	0%	$0.00
0000201115850589P40X	Single	6/3/2011	$8.76	$8.76	0%	$0.00
00002011160509226V0X	Single	6/3/2011	$126.06	$126.06	0%	$0.00
00002011160509226V0X	Single	6/3/2011	$3.28	$3.28	0%	$0.00

00002011160509226V0X	Single	6/3/2011	$4.26	$4.26	0%	$0.00
00002011160509226V0X	Single	6/3/2011	$6.80	$6.80	0%	$0.00
00002011160509226V0X	Single	6/3/2011	$5.84	$5.84	0%	$0.00
0000201116050J94710X	Single	6/3/2011	$83.98	$83.98	0%	$0.00
0000201116050J94710X	Single	6/3/2011	$16.32	$16.32	0%	$0.00
0000201116050J94710X	Single	6/3/2011	$8.76	$8.76	0%	$0.00
0000201116050J94710X	Single	6/3/2011	$40.48	$40.48	0%	$0.00
0000201116050J94710X	Single	6/3/2011	$3.00	$3.00	0%	$0.00
0000201116050J94900X	Single	6/3/2011	$3.53	$3.53	0%	$0.00
0000201116050J94900X	Single	6/3/2011	$13.02	$13.02	0%	$0.00
0000201116050J94900X	Single	6/3/2011	$9.27	$9.27	0%	$0.00
0000201116050J94900X	Single	6/3/2011	$25.12	$25.12	0%	$0.00
0000201113850N02840X	Single	5/13/2011	$50.25	$50.25	0%	$0.00
0000201113850N02840X	Single	5/13/2011	$22.22	$22.22	0%	$0.00
00002011405092G460X	Single	5/16/2011	$50.25	$50.25	0%	$0.00
00002011405092G460X	Single	5/16/2011	$22.22	$22.22	0%	$0.00
0000201114450492Z80X	Single	5/19/2011	$50.25	$50.25	0%	$0.00
0000201114450492Z80X	Single	5/19/2011	$22.22	$22.22	0%	$0.00
00002011455025J200X	Single	5/20/2011	$50.25	$50.25	0%	$0.00
00002011455025J200X	Single	5/20/2011	$22.22	$22.22	0%	$0.00
0000201115850058Y50X	Family Mer	5/27/2011	$40.87	$40.87	0%	$0.00
0000201115850058Y50X	Family Mer	5/27/2011	$48.50	$48.50	0%	$0.00
0000201115850058Y50X	Family Mer	5/27/2011	$18.62	$18.62	0%	$0.00
0000201116150795S10X	Family Mer	6/7/2011	$40.87	$40.87	0%	$0.00
0000201116150795S10X	Family Mer	6/7/2011	$3.00	$3.00	0%	$0.00
0000201116150795S10X	Family Mer	6/7/2011	$8.25	$8.25	0%	$0.00
0000201116150795S10X	Family Mer	6/7/2011	$2.71	$2.71	0%	$0.00
0000201116150795S10X	Family Mer	6/7/2011	$7.85	$7.85	0%	$0.00
0000201116150795S10X	Family Mer	6/7/2011	$71.88	$71.88	0%	$0.00
0000201116150795S10X	Family Mer	6/7/2011	$121.80	$121.80	0%	$0.00
0000201116150795S10X	Family Mer	6/7/2011	$24.61	$24.61	0%	$0.00
00002011157509D6000X	Single	6/3/2011	$40.87	$40.87	0%	$0.00
00002011157509D6000X	Single	6/3/2011	$3.45	$3.45	0%	$0.00
00002011157509D6000X	Single	6/3/2011	$3.00	$3.00	0%	$0.00
0000201116150834B50X	Single	6/3/2011	$35.36	$35.36	0%	$0.00
0000201116150834B50X	Single	6/3/2011	$4.24	$4.24	0%	$0.00
0000201116150834B50X	Single	6/3/2011	$5.81	$5.81	0%	$0.00
0000201116150834B50X	Single	6/3/2011	$5.47	$5.47	0%	$0.00
0000201116150834B50X	Single	6/3/2011	$10.22	$10.22	0%	$0.00
0000201116150834B50X	Single	6/3/2011	$9.43	$9.43	0%	$0.00
0000201116150834B50X	Single	6/3/2011	$4.37	$4.37	0%	$0.00
0000201116150834B50X	Single	6/3/2011	$10.94	$10.94	0%	$0.00
0000201116150834B50X	Single	6/3/2011	$4.80	$4.80	0%	$0.00
0000201116050F98970X	Family Mer	6/7/2011	$65.00	$65.00	0%	$0.00
0000201116050F98970X	Family Mer	6/7/2011	$16.45	$16.45	0%	$0.00
0000201116050F98970X	Family Mer	6/7/2011	$8.25	$8.25	0%	$0.00
0000201116050F98970X	Family Mer	6/7/2011	$16.73	$16.73	0%	$0.00
0000201116050F98970X	Family Mer	6/7/2011	$16.73	$16.73	0%	$0.00
0000201116050F99270X	Family Mer	2/14/2011	$40.87	$40.87	0%	$0.00
0000201116050F99300X	Family Mer	4/15/2011	$40.87	$40.87	0%	$0.00
0000201116050F99300X	Family Mer	4/15/2011	$8.25	$8.25	0%	$0.00
0000201116050V25890X	Family Mer	4/19/2011	$5.00	$5.00	0%	$0.00

0000201116050V25890X	Family Mer	4/19/2011	$0.01	$0.01	0%	$0.00
0000201116050V25890X	Family Mer	4/19/2011	$20.00	$20.00	0%	$0.00
0000201116050V25890X	Family Mer	4/19/2011	$0.01	$0.01	0%	$0.00
0000201116050V25890X	Family Mer	4/19/2011	$0.01	$0.01	0%	$0.00
0000201116050V25890X	Family Mer	4/19/2011	$0.01	$0.01	0%	$0.00
0000201116050V25890X	Family Mer	4/19/2011	$0.01	$0.01	0%	$0.00
0000201116050V25890X	Family Mer	4/19/2011	$0.01	$0.01	0%	$0.00
0000201116050V52400X	Family Mer	2/17/2011	$65.00	$65.00	0%	$0.00
0000201116050V52400X	Family Mer	2/17/2011	$16.45	$16.45	0%	$0.00
0000201116050V52410X	Family Mer	3/31/2011	$40.87	$40.87	0%	$0.00
0000201116050V52440X	Family Mer	3/15/2011	$40.87	$40.87	0%	$0.00
0000201113850T30960X	Single	3/22/2011	$0.00	$0.00	0%	$0.00
111481984593016	Single	5/28/2011	$2.19	$2.19	0%	$0.00
111481985907004	Single	5/28/2011	$3.26	$3.26	0%	$0.00
111515180015027	Family Mer	5/31/2011	$21.43	$21.43	0%	$0.00
111401109773030	Single	5/20/2011	($210.22)	($210.22)	0%	$0.00
111491982799029	Single	5/29/2011	$4.45	$4.45	0%	$0.00
111483395711029	Single	5/28/2011	$1.04	$1.04	0%	$0.00
111456624972004	Single	5/25/2011	($5.55)	($5.55)	0%	$0.00
111545775247020	Single	6/3/2011	$102.67	$102.67	0%	$0.00
111406709035002	Family Mer	5/20/2011	($190.28)	($190.28)	0%	$0.00
111526884261004	Single	6/1/2011	$36.87	$36.87	0%	$0.00
111535240687001	Single	6/2/2011	$90.99	$90.99	0%	$0.00
111534724150022	Family Mer	6/2/2011	$119.84	$119.84	0%	$0.00
111514189273016	Family Mer	5/31/2011	$3.03	$3.03	0%	$0.00
111514192066004	Family Mer	5/31/2011	$326.87	$326.87	0%	$0.00
111514484744006	Single	5/31/2011	$159.64	$159.64	0%	$0.00
111527360880013	Family Mer	6/1/2011	$69.77	$69.77	0%	$0.00
111518621821003	Single	5/31/2011	$220.72	$220.72	0%	$0.00
111536090771025	Family Mer	6/2/2011	$163.99	$163.99	0%	$0.00
111536090991025	Family Mer	6/2/2011	$119.67	$119.67	0%	$0.00
111536711137006	Family Mer	6/2/2011	$152.08	$152.08	0%	$0.00
111536283078011	Single	6/2/2011	$16.00	$16.00	0%	$0.00
111517266707019	Single	5/31/2011	$115.69	$115.69	0%	$0.00
111517267856005	Single	5/31/2011	$170.42	$170.42	0%	$0.00
111536324114004	Single	6/2/2011	$13.68	$13.68	0%	$0.00
111547238770014	Family Mer	6/3/2011	$2.45	$2.45	0%	$0.00
111513416167005	Single	5/31/2011	$47.89	$47.89	0%	$0.00
111414672677027	Single	5/21/2011	($14.74)	($14.74)	0%	$0.00
111513681212021	Single	5/31/2011	$41.00	$41.00	0%	$0.00
111543830603005	Single	6/3/2011	$116.87	$116.87	0%	$0.00
111493792883001	Family Mer	5/28/2011	$72.55	$72.55	0%	$0.00
111386851621018	Single	5/18/2011	($22.75)	($22.75)	0%	$0.00
111516851383016	Single	5/31/2011	$11.05	$11.05	0%	$0.00
111383966167028	Single	5/18/2011	($8.16)	($8.16)	0%	$0.00
111514830209022	Single	5/31/2011	$30.04	$30.04	0%	$0.00
111514831242026	Single	5/31/2011	$1.16	$1.16	0%	$0.00
111514832462020	Single	5/31/2011	$134.50	$134.50	0%	$0.00
111534692500024	Single	6/2/2011	$71.72	$71.72	0%	$0.00
111534724074030	Single	6/2/2011	$116.04	$116.04	0%	$0.00
111515534103015	Single	5/31/2011	$370.89	$370.89	0%	$0.00
111510170775027	Family Mer	5/31/2011	$13.35	$13.35	0%	$0.00

111514006081030	Single	5/31/2011	$122.57	$122.57	0%	$0.00
111514686289007	Single	5/31/2011	$11.60	$11.60	0%	$0.00
111478246238005	Single	5/27/2011	($0.09)	($0.09)	0%	$0.00
111483739172020	Single	5/28/2011	$201.57	$201.57	0%	$0.00
111535241775028	Single	6/2/2011	$60.00	$60.00	0%	$0.00
111543760302007	Family Mer	6/3/2011	$42.20	$42.20	0%	$0.00
111514309826022	Family Mer	5/31/2011	$10.07	$10.07	0%	$0.00
111534575005008	Single	6/2/2011	$119.84	$119.84	0%	$0.00
111536902760016	Family Mer	6/2/2011	$8.68	$8.68	0%	$0.00
111485952785021	Single	5/28/2011	$116.83	$116.83	0%	$0.00
111485966978009	Single	5/28/2011	$170.42	$170.42	0%	$0.00
111495179447018	Family Mer	5/29/2011	$16.03	$16.03	0%	$0.00
111495184962007	Family Mer	5/29/2011	$119.84	$119.84	0%	$0.00
111513557611022	Family Mer	5/31/2011	$313.11	$313.11	0%	$0.00
111526626676005	Family Mer	6/1/2011	$182.67	$182.67	0%	$0.00
111495129039015	Family Mer	5/29/2011	$18.70	$18.70	0%	$0.00
111495140876003	Family Mer	5/29/2011	$89.37	$89.37	0%	$0.00
111495150356010	Family Mer	5/29/2011	$119.84	$119.84	0%	$0.00
111514123454012	Single	5/31/2011	$379.39	$379.39	0%	$0.00
111515699604017	Family Mer	5/31/2011	$10.61	$10.61	0%	$0.00
111536418427010	Family Mer	6/2/2011	$27.04	$27.04	0%	$0.00
111534860010016	Single	6/2/2011	$95.60	$95.60	0%	$0.00
111516809908025	Family Mer	5/31/2011	$20.16	$20.16	0%	$0.00
111516811769022	Family Mer	5/31/2011	$106.99	$106.99	0%	$0.00
111524953608021	Single	6/1/2011	$91.84	$91.84	0%	$0.00
111534887562028	Single	6/2/2011	$1,026.95	$1,026.95	0%	$0.00
111534943805001	Single	6/2/2011	$894.10	$894.10	0%	$0.00
111534962980023	Single	6/2/2011	$20.65	$20.65	0%	$0.00
111524880628012	Single	6/1/2011	$4.98	$4.98	0%	$0.00
111546015224003	Single	6/3/2011	$1.74	$1.74	0%	$0.00
111522253794020	Single	6/1/2011	$29.43	$29.43	0%	$0.00
111534638345029	Single	6/2/2011	$223.23	$223.23	0%	$0.00
111540117981008	Single	6/3/2011	$154.83	$154.83	0%	$0.00
111536058231010	Single	6/2/2011	$133.08	$133.08	0%	$0.00
111478078163013	Single	5/27/2011	($196.30)	($196.30)	0%	$0.00
111483431595002	Single	5/28/2011	$196.30	$196.30	0%	$0.00
111534262737020	Single	6/2/2011	$189.77	$189.77	0%	$0.00
111534499481006	Single	6/2/2011	$0.68	$0.68	0%	$0.00
111545373928001	Single	6/3/2011	$77.18	$77.18	0%	$0.00
111473681348018	Family Mer	5/27/2011	$60.98	$60.98	0%	$0.00
111546684040005	Single	6/3/2011	$88.19	$88.19	0%	$0.00
111544776748014	Single	6/3/2011	$59.60	$59.60	0%	$0.00
111516836821003	Family Mer	5/31/2011	$20.46	$20.46	0%	$0.00
111546932316024	Family Mer	6/3/2011	$21.98	$21.98	0%	$0.00
111413983281003	Single	5/21/2011	($93.86)	($93.86)	0%	$0.00
111483253565005	Single	5/28/2011	$119.84	$119.84	0%	$0.00
111537714762019	Single	6/2/2011	$3.51	$3.51	0%	$0.00
111523802272021	Family Mer	6/1/2011	$34.91	$34.91	0%	$0.00
111525788429024	Family Mer	6/1/2011	$201.65	$201.65	0%	$0.00
111533433194028	Family Mer	6/2/2011	$59.55	$59.55	0%	$0.00
111386511762010	Single	5/18/2011	($28.46)	($28.46)	0%	$0.00
111535921635004	Single	6/2/2011	$19.17	$19.17	0%	$0.00

111543565335005	Family Mer	6/3/2011	$54.65	$54.65	0%	$0.00
111536471810019	Single	6/2/2011	$95.61	$95.61	0%	$0.00
111513675995018	Single	5/31/2011	$2.83	$2.83	0%	$0.00
111545972223019	Family Mer	6/3/2011	$20.52	$20.52	0%	$0.00
111545983807019	Family Mer	6/3/2011	$17.90	$17.90	0%	$0.00
111534613948019	Single	6/2/2011	$3.48	$3.48	0%	$0.00
111534626209003	Family Mer	6/2/2011	$20.80	$20.80	0%	$0.00
111541553881021	Single	6/3/2011	$0.72	$0.72	0%	$0.00
111526811104015	Single	6/1/2011	$495.93	$495.93	0%	$0.00
111486758071025	Single	5/28/2011	$177.39	$177.39	0%	$0.00
111486760036015	Single	5/28/2011	$71.79	$71.79	0%	$0.00
111513648295021	Single	5/31/2011	$283.92	$283.92	0%	$0.00
111544416430024	Single	6/3/2011	$5.99	$5.99	0%	$0.00
111545807858010	Single	6/3/2011	$13.82	$13.82	0%	$0.00
111545815125024	Single	6/3/2011	$367.97	$367.97	0%	$0.00
111513039744018	Family Mer	5/31/2011	$1.52	$1.52	0%	$0.00
111515779077011	Family Mer	5/31/2011	$0.61	$0.61	0%	$0.00
111504184869008	Single	5/30/2011	$160.28	$160.28	0%	$0.00
111516749526030	Single	5/31/2011	$2.78	$2.78	0%	$0.00
111523823969018	Family Mer	6/1/2011	$558.76	$558.76	0%	$0.00
111514822313006	Single	5/31/2011	$44.23	$44.23	0%	$0.00
111514827404016	Single	5/31/2011	$0.50	$0.50	0%	$0.00
111546618392022	Single	6/3/2011	$1.52	$1.52	0%	$0.00
111504155835015	Single	5/30/2011	$7.92	$7.92	0%	$0.00
111504155840015	Single	5/30/2011	$215.81	$215.81	0%	$0.00
111504158852006	Single	5/30/2011	$20.57	$20.57	0%	$0.00
111527331131014	Single	6/1/2011	$1.47	$1.47	0%	$0.00
111523664698014	Family Mer	6/1/2011	$593.11	$593.11	0%	$0.00
111545132719002	Single	6/3/2011	$51.18	$51.18	0%	$0.00
111525946679018	Single	6/1/2011	$101.95	$101.95	0%	$0.00
111525946710018	Single	6/1/2011	$50.85	$50.85	0%	$0.00
111483319558007	Family Mer	5/28/2011	$28.35	$28.35	0%	$0.00
111483326630005	Family Mer	5/28/2011	$13.45	$13.45	0%	$0.00
111485598882018	Single	5/28/2011	$196.80	$196.80	0%	$0.00
111543917349017	Single	6/3/2011	$190.17	$190.17	0%	$0.00
111524455747026	Single	6/1/2011	$5.92	$5.92	0%	$0.00
111535060672010	Single	6/2/2011	$19.39	$19.39	0%	$0.00
111545312492015	Single	6/3/2011	$13.08	$13.08	0%	$0.00
111545102272030	Single	6/3/2011	$52.56	$52.56	0%	$0.00
111533972173014	Family Mer	6/2/2011	$10.04	$10.04	0%	$0.00
111535895654005	Family Mer	6/2/2011	$10.47	$10.47	0%	$0.00
111514356087011	Family Mer	5/31/2011	$6.07	$6.07	0%	$0.00
111514364325011	Family Mer	5/31/2011	$106.81	$106.81	0%	$0.00
111514364334011	Family Mer	5/31/2011	$1.81	$1.81	0%	$0.00
111503379746021	Single	5/30/2011	$89.45	$89.45	0%	$0.00
111505407255011	Single	5/30/2011	$191.01	$191.01	0%	$0.00
111524658279010	Single	6/1/2011	$27.95	$27.95	0%	$0.00
111536860994001	Single	6/2/2011	$9.89	$9.89	0%	$0.00
111436027811019	Single	5/23/2011	($159.45)	($159.45)	0%	$0.00
111514949676008	Single	5/31/2011	$394.81	$394.81	0%	$0.00
111454626455026	Single	5/25/2011	($85.06)	($85.06)	0%	$0.00
111513884912026	Single	5/31/2011	$299.14	$299.14	0%	$0.00

111515615426004	Family Mer	5/31/2011	$205.02	$205.02	0%	$0.00
111515618940012	Family Mer	5/31/2011	$240.80	$240.80	0%	$0.00
111522615099003	Single	6/1/2011	$13.63	$13.63	0%	$0.00
111515713017010	Single	5/31/2011	$159.64	$159.64	0%	$0.00
111506035806005	Family Mer	5/30/2011	$10.44	$10.44	0%	$0.00
111521776444021	Single	6/1/2011	$116.83	$116.83	0%	$0.00
111521776651004	Single	6/1/2011	$26.12	$26.12	0%	$0.00
111521778796005	Single	6/1/2011	$35.76	$35.76	0%	$0.00
111544047879017	Single	6/3/2011	$84.60	$84.60	0%	$0.00
111486230610001	Single	5/28/2011	$116.67	$116.67	0%	$0.00
111486231656009	Single	5/28/2011	$7.05	$7.05	0%	$0.00
111532882022006	Single	6/2/2011	$759.01	$759.01	0%	$0.00
111532882267002	Single	6/2/2011	$40.52	$40.52	0%	$0.00
111532882411005	Single	6/2/2011	$449.30	$449.30	0%	$0.00
111532882565024	Single	6/2/2011	$79.36	$79.36	0%	$0.00
111532882806015	Single	6/2/2011	$331.29	$331.29	0%	$0.00
111516257946010	Single	5/31/2011	$367.97	$367.97	0%	$0.00
111533932698006	Single	6/2/2011	$36.87	$36.87	0%	$0.00
111433504946013	Family Mer	5/23/2011	($115.64)	($115.64)	0%	$0.00
111526702869018	Single	6/1/2011	$17.90	$17.90	0%	$0.00
111544347272028	Single	6/3/2011	$71.64	$71.64	0%	$0.00
111544348024004	Single	6/3/2011	$154.31	$154.31	0%	$0.00
111537507471008	Single	6/2/2011	$17.07	$17.07	0%	$0.00
111537514208028	Single	6/2/2011	$176.37	$176.37	0%	$0.00
111537524907024	Single	6/2/2011	$71.18	$71.18	0%	$0.00
111544299732004	Single	6/3/2011	$20.34	$20.34	0%	$0.00
111544300572018	Single	6/3/2011	$44.62	$44.62	0%	$0.00
111385641772006	Single	5/18/2011	($182.80)	($182.80)	0%	$0.00
111385642833026	Single	5/18/2011	($30.49)	($30.49)	0%	$0.00
BASIC PLAN:			$156,400.95	##########	0%	$0.00

00002011146500893L0X	Family Mer	5/6/2011	$79.95	$79.95	0%	$0.00
0000201115850681C70X	Single	5/2/2011	$6,693.75	$6,693.75	0%	$0.00
00002011159502P7680X	Single	6/3/2011	$583.36	$583.36	0%	$0.00
0000201115850670D90X	Family Mer	6/3/2011	$328.80	$328.80	0%	$0.00
00002011160504076H0X	Single	5/18/2011	$300.75	$300.75	0%	$0.00
0000201115850711C90X	Single	5/19/2011	$321.00	$321.00	0%	$0.00
0000201115850718C80X	Single	5/17/2011	$2,825.70	$2,825.70	0%	$0.00
000020111471104800OC	Family Mer	3/28/2011	$132.30	$132.30	0%	$0.00
000020111471104803OC	Family Mer	4/27/2011	$66.15	$66.15	0%	$0.00
000020111471104805OC	Family Mer	4/13/2011	$66.15	$66.15	0%	$0.00
000020111471104806OC	Family Mer	4/20/2011	$66.15	$66.15	0%	$0.00
000020111471104807OC	Family Mer	4/18/2011	$66.15	$66.15	0%	$0.00
000020111471104808OC	Family Mer	3/16/2011	$176.00	$176.00	0%	$0.00
000020111471104810OC	Family Mer	3/14/2011	$904.05	$904.05	0%	$0.00
000020111471104813OC	Family Mer	4/4/2011	$132.00	$132.00	0%	$0.00
0000201111103010670C	Family Mer	3/1/2011	($35.04)	($35.04)	0%	$0.00
0000201111103010670C	Family Mer	3/1/2011	$225.48	$225.48	0%	$0.00
000020111471104822OC	Family Mer	12/1/2010	$422.05	$422.05	0%	$0.00

0000201114711048250C	Family Mer	########	$450.00	$450.00	0%	$0.00
0000201114711048270C	Family Mer	3/16/2011	$462.52	$462.52	0%	$0.00
0000201114711048280C	Family Mer	3/15/2011	$34.69	$34.69	0%	$0.00
0000201115850664D90X	Family Sub	6/1/2011	$260.50	$260.50	0%	$0.00
0000201114711048300C	Family Mer	6/16/2010	$662.76	$662.76	0%	$0.00
0000201114711048400C	Family Mer	1/20/2011	$277.92	$277.92	0%	$0.00
000020111325044G850X	Family Sub	5/4/2011	($4,518.45)	($4,518.45)	0%	$0.00
000020111325044G850X	Family Sub	5/4/2011	$4,518.48	$4,518.48	0%	$0.00
0000201115850659D80X	Single	6/1/2011	$533.81	$533.81	0%	$0.00
0000201115750U04340X	Family Mer	5/28/2011	$1,464.01	$1,464.01	0%	$0.00
0000201114650831 2K0X	Family Mer	5/18/2011	$639.72	$639.72	0%	$0.00
0000201115750U54770X	Single	5/23/2011	$439.92	$439.92	0%	$0.00
000020111615007Z160X	Family Sub	6/6/2011	$5,149.90	$5,149.90	0%	$0.00
0000201116050420 2F0X	Family Mer	5/29/2011	$1,280.00	$1,280.00	0%	$0.00
0000201116050416 1F0X	Family Mer	5/29/2011	$782.40	$782.40	0%	$0.00
000020111380400517 0C	Family Mer	9/22/2010	$225.00	$225.00	0%	$0.00
000020111380400518 0C	Family Mer	########	$110.00	$110.00	0%	$0.00
000020111380400519 0C	Family Mer	9/26/2010	$280.00	$280.00	0%	$0.00
000020111380400520 0C	Family Mer	10/5/2010	$220.00	$220.00	0%	$0.00
0000201114711048190C	Family Mer	5/22/2009	$595.21	$595.21	0%	$0.00
000020111445079P200X	Family Mer	5/18/2011	$1,103.04	$1,103.04	0%	$0.00
0000201115950 3N7310X	Family Mer	5/12/2011	$723.55	$723.55	0%	$0.00
0000201115850246D50X	Single	5/23/2011	$1,291.48	$1,291.48	0%	$0.00
0000201115850276D80X	Family Sub	5/11/2011	$103.53	$103.53	0%	$0.00
000020100205075N170X	Family Mer	1/14/2010	$197.78	$197.78	0%	$0.00
0000201115950 7N6060X	Single	5/27/2011	$194.00	$194.00	0%	$0.00
0000201112650028 2Y0X	Family Sub	5/1/2011	$299.47	$299.47	0%	$0.00
000020111445016K780X	Family Mer	4/27/2011	$18,824.00	$18,824.00	0%	$0.00
0000201113850749 2Y0X	Single	5/13/2011	$233.50	$233.50	0%	$0.00
0000201116050395 9H0X	Single	6/3/2011	$548.00	$548.00	0%	$0.00
0000201115850665D20X	Family Sub	6/3/2011	$260.50	$260.50	0%	$0.00
000020111445082P360X	Family Sub	5/17/2011	$1,447.42	$1,447.42	0%	$0.00
0000201115750U04670X	Single	5/29/2011	$1,864.02	$1,864.02	0%	$0.00
0000201115750U60810X	Single	5/13/2011	$217.48	$217.48	0%	$0.00
0000201115450431C70X	Single	6/2/2011	$78.80	$78.80	0%	$0.00
0000201115450431C70X	Single	6/2/2011	$8.25	$8.25	0%	$0.00
0000201115450431C70X	Single	6/2/2011	$3.36	$3.36	0%	$0.00
0000201115450431C70X	Single	6/2/2011	$12.73	$12.73	0%	$0.00
0000201115450431C70X	Single	6/2/2011	$16.73	$16.73	0%	$0.00
0000201115450431C70X	Single	6/2/2011	$16.73	$16.73	0%	$0.00
0000201115450431C70X	Single	6/2/2011	$0.10	$0.10	0%	$0.00
0000201115450431C70X	Single	6/2/2011	$1.34	$1.34	0%	$0.00
0000201115450431C70X	Single	6/2/2011	$25.55	$25.55	0%	$0.00
0000201116050X27490X	Single	6/2/2011	$45.87	$45.87	0%	$0.00
0000201116050X27490X	Single	6/2/2011	$31.61	$31.61	0%	$0.00
0000201116050X27490X	Single	6/2/2011	$23.82	$23.82	0%	$0.00
0000201116150270Z00X	Single	5/31/2011	$5.62	$5.62	0%	$0.00
0000201116150270Z00X	Single	5/31/2011	$29.23	$29.23	0%	$0.00
0000201116150270Z00X	Single	5/31/2011	$39.09	$39.09	0%	$0.00
0000201116150560H90X	Family Mer	5/24/2011	$78.80	$78.80	0%	$0.00
00002011157500C0260X	Single	5/17/2011	$59.93	$59.93	0%	$0.00
00002011157500C0500X	Single	5/17/2011	$51.53	$51.53	0%	$0.00

00002011157500K0120X	Single	5/17/2011	$42.43	$42.43	0%	$0.00
00002011157500K0240X	Single	5/17/2011	$32.91	$32.91	0%	$0.00
0000201116153014590T	Family Sub	6/6/2011	$6.94	$6.94	0%	$0.00
0000201115850392J10X	Single	5/20/2011	$5.50	$5.50	0%	$0.00
0000201115112029170C	Family Mer	1/27/2011	$51.16	$51.16	0%	$0.00
0000201115112029170C	Family Mer	1/27/2011	$52.68	$52.68	0%	$0.00
0000201115112029000C	Family Mer	3/7/2011	$32.68	$32.68	0%	$0.00
0000201115112029000C	Family Mer	3/7/2011	$71.16	$71.16	0%	$0.00
0000201114750488G70X	Single	5/18/2011	$45.87	$45.87	0%	$0.00
0000201114750488G70X	Single	5/18/2011	$3.00	$3.00	0%	$0.00
0000201115112029050C	Family Sub	3/14/2011	$42.07	$42.07	0%	$0.00
00002011157508F1650X	Family Sub	5/31/2011	$71.62	$71.62	0%	$0.00
00002011157508F1670X	Family Sub	5/27/2011	$35.99	$35.99	0%	$0.00
00002011157508F1670X	Family Sub	5/27/2011	$11.76	$11.76	0%	$0.00
00002011157508F1670X	Family Sub	5/27/2011	$13.35	$13.35	0%	$0.00
00002011157508F1670X	Family Sub	5/27/2011	$34.87	$34.87	0%	$0.00
00002011157508F1670X	Family Sub	5/27/2011	$3.00	$3.00	0%	$0.00
0000201115850896X60X	Single	5/31/2011	$45.87	$45.87	0%	$0.00
0000201116053055330T	Single	6/8/2011	$98.80	$98.80	0%	$0.00
0000201116150644L00X	Single	6/8/2011	$94.09	$94.09	0%	$0.00
0000201116150644L00X	Single	6/8/2011	$18.98	$18.98	0%	$0.00
0000201116150644L00X	Single	6/8/2011	$19.49	$19.49	0%	$0.00
0000201116150644L00X	Single	6/8/2011	$3.45	$3.45	0%	$0.00
0000201116150644L00X	Single	6/8/2011	$34.12	$34.12	0%	$0.00
0000201116150644L00X	Single	6/8/2011	$34.12	$34.12	0%	$0.00
0000201115753023150T	Single	5/31/2011	$30.16	$30.16	0%	$0.00
0000201115753023150T	Single	5/31/2011	$22.76	$22.76	0%	$0.00
0000201115753007710T	Family Mer	6/3/2011	$152.40	$152.40	0%	$0.00
0000201115850387J70X	Family Sub	5/20/2011	$162.52	$162.52	0%	$0.00
0000201115850392J50X	Family Sub	5/20/2011	$5.50	$5.50	0%	$0.00
0000201115850894X00X	Family Sub	5/20/2011	$246.64	$246.64	0%	$0.00
00002011145507S7320X	Single	5/10/2011	$291.76	$291.76	0%	$0.00
00002011157501A1850X	Single	4/27/2011	$120.84	$120.84	0%	$0.00
00002011157501A1850X	Single	4/27/2011	$50.88	$50.88	0%	$0.00
00002011157501A1850X	Single	4/27/2011	$41.68	$41.68	0%	$0.00
00002011157501E1640X	Family Mer	6/3/2011	$78.80	$78.80	0%	$0.00
0000201115750Z35840X	Family Mer	5/26/2011	$42.00	$42.00	0%	$0.00
0000201115750Z35840X	Family Mer	5/26/2011	$4.87	$4.87	0%	$0.00
00002011159502X6060X	Family Mer	6/3/2011	$45.87	$45.87	0%	$0.00
00002011159502X6060X	Family Mer	6/3/2011	$8.25	$8.25	0%	$0.00
00002011159502X6060X	Family Mer	6/3/2011	$3.00	$3.00	0%	$0.00
000020111595097E400X	Family Mer	6/6/2011	$45.87	$45.87	0%	$0.00
0000201116150886F20X	Single	6/6/2011	$132.00	$132.00	0%	$0.00
0000201116150886F20X	Single	6/6/2011	$3.00	$3.00	0%	$0.00
0000201116150886F20X	Single	6/6/2011	$8.25	$8.25	0%	$0.00
0000201114350U96610X	Single	3/1/2011	$86.40	$86.40	0%	$0.00
0000201114350U96610X	Single	3/1/2011	$2.71	$2.71	0%	$0.00
0000201114350U96610X	Single	3/21/2011	$2.71	$2.71	0%	$0.00
0000201115953041840T	Family Mer	5/24/2011	$130.02	$130.02	0%	$0.00
0000201115953041840T	Family Mer	5/24/2011	$156.00	$156.00	0%	$0.00
0000201116150779P30X	Family Mer	5/24/2011	$1,400.00	$1,400.00	0%	$0.00
0000201115850896X80X	Family Sub	5/25/2011	$78.80	$78.80	0%	$0.00

00002011157507K9820X	Family Mer	5/27/2011	$39.09	$39.09	0%	$0.00
00002011157507K9820X	Family Mer	5/27/2011	$21.00	$21.00	0%	$0.00
00002011157507K9820X	Family Mer	5/27/2011	$24.61	$24.61	0%	$0.00
00002011157507K9820X	Family Mer	5/27/2011	$24.61	$24.61	0%	$0.00
00002011157507K9820X	Family Mer	5/27/2011	$62.60	$62.60	0%	$0.00
00002011157507K9820X	Family Mer	5/27/2011	$24.61	$24.61	0%	$0.00
00002011157507K9820X	Family Mer	5/27/2011	$24.61	$24.61	0%	$0.00
00002011157507K9820X	Family Mer	5/27/2011	$144.86	$144.86	0%	$0.00
00002011157507K9820X	Family Mer	5/27/2011	$24.61	$24.61	0%	$0.00
00002011157507K9820X	Family Mer	5/27/2011	$108.63	$108.63	0%	$0.00
00002011157507K9820X	Family Mer	5/27/2011	$24.61	$24.61	0%	$0.00
00002011157505D4850X	Family Mer	5/27/2011	$24.61	$24.61	0%	$0.00
00002011157505D4850X	Family Mer	5/27/2011	$5.08	$5.08	0%	$0.00
00002011157505D5220X	Family Mer	5/30/2011	$19.18	$19.18	0%	$0.00
00002011157505G9490X	Family Mer	5/27/2011	$10.23	$10.23	0%	$0.00
00002011157505G9490X	Family Mer	5/27/2011	$2.00	$2.00	0%	$0.00
00002011157505G9490X	Family Mer	5/27/2011	$2.00	$2.00	0%	$0.00
00002011157507K9030X	Family Mer	5/27/2011	$3.00	$3.00	0%	$0.00
0000201158500474G0X	Single	6/1/2011	$7.86	$7.86	0%	$0.00
00002011159504W0150X	Single	6/1/2011	$78.80	$78.80	0%	$0.00
00002011159504W0150X	Single	6/1/2011	$8.25	$8.25	0%	$0.00
00002011159504W0150X	Single	6/1/2011	$3.00	$3.00	0%	$0.00
0000201115750X30970X	Single	5/31/2011	$113.18	$113.18	0%	$0.00
00002011157508G7650X	Single	5/24/2011	$1,014.40	$1,014.40	0%	$0.00
0000201115850370P30X	Single	5/24/2011	$22.52	$22.52	0%	$0.00
0000201115850370P30X	Single	5/24/2011	$10.82	$10.82	0%	$0.00
0000201116050K58990X	Single	5/23/2011	$5.50	$5.50	0%	$0.00
0000201116050K58990X	Single	5/23/2011	$5.50	$5.50	0%	$0.00
0000201116050K58990X	Single	5/23/2011	$5.50	$5.50	0%	$0.00
0000201116050K58990X	Single	5/23/2011	$5.50	$5.50	0%	$0.00
0000201116050K58990X	Single	5/23/2011	$5.50	$5.50	0%	$0.00
0000201116050K58990X	Single	5/23/2011	$5.50	$5.50	0%	$0.00
0000201116050K58990X	Single	5/23/2011	$5.50	$5.50	0%	$0.00
0000201115953048180T	Family Mer	6/7/2011	$2.00	$2.00	0%	$0.00
0000201115953048180T	Family Mer	6/7/2011	$3.00	$3.00	0%	$0.00
00002011140504Z5550X	Single	5/17/2011	$14.20	$14.20	0%	$0.00
0000201116050U15290X	Family Mer	6/7/2011	$45.87	$45.87	0%	$0.00
0000201116050U15290X	Family Mer	6/7/2011	$12.73	$12.73	0%	$0.00
0000201116050U15290X	Family Mer	6/7/2011	$8.25	$8.25	0%	$0.00
0000201116050D43150X	Family Mer	6/7/2011	$45.87	$45.87	0%	$0.00
0000201116050D43150X	Family Mer	6/7/2011	$12.73	$12.73	0%	$0.00
0000201116050D43150X	Family Mer	6/7/2011	$8.25	$8.25	0%	$0.00
00002011157506C9910X	Single	6/2/2011	$78.07	$78.07	0%	$0.00
00002011157506C9910X	Single	6/2/2011	$27.59	$27.59	0%	$0.00
0000201115750Z93330X	Family Sub	5/19/2011	$3.00	$3.00	0%	$0.00
0000201115750Z93330X	Family Sub	5/19/2011	$10.86	$10.86	0%	$0.00
00002011157505K4700X	Family Sub	5/4/2011	$102.78	$102.78	0%	$0.00
00002011157505K4700X	Family Sub	5/4/2011	$10.27	$10.27	0%	$0.00
00002011157505K4700X	Family Sub	5/4/2011	$13.02	$13.02	0%	$0.00
00002011157505K4700X	Family Sub	5/4/2011	$8.25	$8.25	0%	$0.00
00002011157505K4700X	Family Sub	5/4/2011	$3.00	$3.00	0%	$0.00
00002011157506H2800X	Family Sub	5/19/2011	$14.77	$14.77	0%	$0.00

00002011157509G7530X	Family Sub	5/23/2011	$3.90	$3.90	0%	$0.00
00002011157509G7530X	Family Sub	5/23/2011	$42.00	$42.00	0%	$0.00
0000201116050U99980X	Family Sub	5/16/2011	$29.21	$29.21	0%	$0.00
0000201116050U99980X	Family Sub	5/16/2011	$29.21	$29.21	0%	$0.00
0000201116150498X60X	Family Sub	6/3/2011	$7.97	$7.97	0%	$0.00
0000201116150498X60X	Family Sub	6/3/2011	$11.15	$11.15	0%	$0.00
00002011157500C6960X	Family Mer	6/2/2011	$78.80	$78.80	0%	$0.00
00002011157500C6960X	Family Mer	6/2/2011	$16.88	$16.88	0%	$0.00
0000201116150539K90X	Family Mer	6/8/2011	$35.99	$35.99	0%	$0.00
0000201116150539K90X	Family Mer	6/8/2011	$3.36	$3.36	0%	$0.00
0000201116150539K90X	Family Mer	6/8/2011	$6.71	$6.71	0%	$0.00
0000201116150539K90X	Family Mer	6/8/2011	$3.00	$3.00	0%	$0.00
0000201115150 34W470X	Family Mer	7/26/2010	$95.52	$95.52	0%	$0.00
0000201115850734K90X	Single	5/13/2011	$1.71	$1.71	0%	$0.00
0000201115850734K90X	Single	5/13/2011	$13.96	$13.96	0%	$0.00
0000201115850734K90X	Single	5/13/2011	$7.27	$7.27	0%	$0.00
0000201115850734K90X	Single	5/13/2011	$20.13	$20.13	0%	$0.00
0000201115850734K90X	Single	5/13/2011	$12.97	$12.97	0%	$0.00
0000201115850734K90X	Single	5/13/2011	$11.76	$11.76	0%	$0.00
00002011375031J820X	Single	5/10/2011	$37.54	$37.54	0%	$0.00
0000201114750001J70X	Single	5/18/2011	$60.00	$60.00	0%	$0.00
0000201114750001J70X	Single	5/18/2011	$57.54	$57.54	0%	$0.00
00002011160501926V0X	Family Mer	6/3/2011	$45.87	$45.87	0%	$0.00
0000201115750X14590X	Family Mer	5/10/2011	$4.40	$4.40	0%	$0.00
0000201115750X14590X	Family Mer	5/10/2011	$4.40	$4.40	0%	$0.00
0000201115750X14590X	Family Mer	5/10/2011	$4.40	$4.40	0%	$0.00
0000201115750X14590X	Family Mer	5/11/2011	$4.40	$4.40	0%	$0.00
0000201115750X14590X	Family Mer	5/13/2011	$4.40	$4.40	0%	$0.00
0000201115750X14590X	Family Mer	5/13/2011	$4.40	$4.40	0%	$0.00
0000201115750X14590X	Family Mer	5/14/2011	$4.40	$4.40	0%	$0.00
0000201115750X14590X	Family Mer	5/16/2011	$4.40	$4.40	0%	$0.00
00002011157502G5610X	Family Mer	5/13/2011	$46.31	$46.31	0%	$0.00
00002011157502G5610X	Family Mer	5/13/2011	$390.05	$390.05	0%	$0.00
00002011157502G5810X	Family Mer	5/15/2011	$37.60	$37.60	0%	$0.00
00002011157506J3860X	Family Sub	6/2/2011	$3.98	$3.98	0%	$0.00
0000201116050A76290X	Family Sub	6/3/2011	$254.22	$254.22	0%	$0.00
0000201116050A76290X	Family Sub	6/3/2011	$133.87	$133.87	0%	$0.00
0000201116050A76290X	Family Sub	6/3/2011	$938.90	$938.90	0%	$0.00
0000201116050A76290X	Family Sub	6/3/2011	$763.56	$763.56	0%	$0.00
0000201116050A76290X	Family Sub	6/3/2011	$170.04	$170.04	0%	$0.00
0000201116050A76290X	Family Sub	6/3/2011	$1.20	$1.20	0%	$0.00
0000201116050A76290X	Family Sub	6/3/2011	$1.86	$1.86	0%	$0.00
0000201116050A76290X	Family Sub	6/3/2011	$3.32	$3.32	0%	$0.00
0000201116050A76290X	Family Sub	6/3/2011	$10.86	$10.86	0%	$0.00
0000201116050A76290X	Family Sub	6/3/2011	$3.00	$3.00	0%	$0.00
00002011136509124S1X	Family Mer	4/19/2011	$45.87	$45.87	0%	$0.00
00002011157500D8530X	Family Mer	5/20/2011	$75.83	$75.83	0%	$0.00
00002011157500D8530X	Family Mer	5/20/2011	$10.06	$10.06	0%	$0.00
00002011157500D8530X	Family Mer	5/20/2011	$22.14	$22.14	0%	$0.00
00002011159504U6390X	Single	5/12/2011	$45.87	$45.87	0%	$0.00
0000201116050A18510X	Single	6/6/2011	$78.80	$78.80	0%	$0.00
0000201115850781J80X	Single	5/25/2011	$113.18	$113.18	0%	$0.00

0000201115850160X00X	Family Mer	6/3/2011	$78.80	$78.80	0%	$0.00
0000201115850160X00X	Family Mer	6/3/2011	$21.58	$21.58	0%	$0.00
0000201116050C24000X	Family Mer	5/25/2011	$15.55	$15.55	0%	$0.00
0000201116050C24000X	Family Mer	5/27/2011	$15.55	$15.55	0%	$0.00
0000201116050C24000X	Family Mer	5/31/2011	$15.55	$15.55	0%	$0.00
0000201116050D10220X	Family Mer	6/1/2011	$15.55	$15.55	0%	$0.00
0000201116050D10220X	Family Mer	6/3/2011	$15.55	$15.55	0%	$0.00
0000201116050D10220X	Family Mer	6/6/2011	$15.55	$15.55	0%	$0.00
0000201116050D10220X	Family Mer	6/8/2011	$10.87	$10.87	0%	$0.00
0000201116050D10220X	Family Mer	6/8/2011	$15.55	$15.55	0%	$0.00
0000201116050U49720X	Family Mer	6/6/2011	$45.87	$45.87	0%	$0.00
0000201116050U49720X	Family Mer	6/6/2011	$3.50	$3.50	0%	$0.00
0000201116050U49720X	Family Mer	6/6/2011	$25.55	$25.55	0%	$0.00
0000201116050U49720X	Family Mer	6/6/2011	$0.60	$0.60	0%	$0.00
0000201116050U49720X	Family Mer	6/6/2011	$25.55	$25.55	0%	$0.00
0000201115450216J80X	Single	5/27/2011	$30.06	$30.06	0%	$0.00
0000201115450216J80X	Single	5/27/2011	$9.43	$9.43	0%	$0.00
0000201115450216J80X	Single	5/27/2011	$13.02	$13.02	0%	$0.00
0000201115450216J80X	Single	5/27/2011	$6.52	$6.52	0%	$0.00
0000201115450216J80X	Single	5/27/2011	$4.61	$4.61	0%	$0.00
0000201115450216J80X	Single	5/27/2011	$13.78	$13.78	0%	$0.00
0000201115450216J80X	Single	5/27/2011	$8.76	$8.76	0%	$0.00
0000201115450216J80X	Single	5/27/2011	$2.38	$2.38	0%	$0.00
0000201115450216J80X	Single	5/27/2011	$5.03	$5.03	0%	$0.00
0000201115450216J80X	Single	5/27/2011	$4.45	$4.45	0%	$0.00
0000201114750226P60X	Single	5/24/2011	$51.14	$51.14	0%	$0.00
0000201114750226P60X	Single	5/24/2011	$12.18	$12.18	0%	$0.00
0000201114750226P60X	Single	5/24/2011	$2.17	$2.17	0%	$0.00
0000201114750226P60X	Single	5/24/2011	$43.43	$43.43	0%	$0.00
0000201114750226P60X	Single	5/24/2011	$8.25	$8.25	0%	$0.00
0000201114750226P60X	Single	5/24/2011	$3.36	$3.36	0%	$0.00
0000201114750226P60X	Single	5/24/2011	$8.98	$8.98	0%	$0.00
0000201114750226P60X	Single	5/24/2011	$7.94	$7.94	0%	$0.00
0000201114750226P60X	Single	5/24/2011	$13.02	$13.02	0%	$0.00
0000201114750226P60X	Single	5/24/2011	$9.27	$9.27	0%	$0.00
0000201114750226P60X	Single	5/24/2011	$16.32	$16.32	0%	$0.00
0000201114750226P60X	Single	5/24/2011	$8.76	$8.76	0%	$0.00
0000201114750226P60X	Single	5/24/2011	$3.00	$3.00	0%	$0.00
0000201114750226P60X	Single	5/24/2011	$65.46	$65.46	0%	$0.00
0000201114750226P60X	Single	5/24/2011	$8.34	$8.34	0%	$0.00
00002011157500N7790X	Single	5/31/2011	$100.85	$100.85	0%	$0.00
0000201115850283X30X	Single	6/1/2011	$14.29	$14.29	0%	$0.00
0000201115850175W70X	Single	5/30/2011	$21.58	$21.58	0%	$0.00
0000201115850767T80X	Single	6/3/2011	$45.87	$45.87	0%	$0.00
000020111595044B350X	Single	6/6/2011	$14.29	$14.29	0%	$0.00
0000201115850037 9B0X	Single	6/3/2011	$78.80	$78.80	0%	$0.00
0000201115850037 9B0X	Single	6/3/2011	$34.12	$34.12	0%	$0.00
0000201115850037 9B0X	Single	6/3/2011	$34.12	$34.12	0%	$0.00
0000201116053009740T	Single	6/3/2011	$22.76	$22.76	0%	$0.00
00002011157505K4720X	Single	5/3/2011	$45.87	$45.87	0%	$0.00
00002011157505K4720X	Single	5/3/2011	$10.12	$10.12	0%	$0.00
00002011159506T0090X	Family Sub	6/6/2011	$14.29	$14.29	0%	$0.00

00002011160509604Z0X	Family Sub	5/25/2011	$42.00	$42.00	0%	$0.00
00002011160509604Z0X	Family Sub	5/25/2011	$4.87	$4.87	0%	$0.00
00002011159502X6840X	Family Mer	6/2/2011	$45.87	$45.87	0%	$0.00
00002011159509E110X	Family Mer	6/2/2011	$0.01	$0.01	0%	$0.00
00002011159509E110X	Family Mer	6/2/2011	$24.61	$24.61	0%	$0.00
00002011159509E110X	Family Mer	6/2/2011	$0.01	$0.01	0%	$0.00
00002011159509E110X	Family Mer	6/2/2011	$24.61	$24.61	0%	$0.00
00002011159509E110X	Family Mer	6/2/2011	$24.61	$24.61	0%	$0.00
0000201113950858N80X	Single	5/13/2011	$78.80	$78.80	0%	$0.00
0000201113950858N80X	Single	5/13/2011	$2.11	$2.11	0%	$0.00
0000201113950858N80X	Single	5/13/2011	$10.12	$10.12	0%	$0.00
00002011140509F340X	Single	5/17/2011	$78.07	$78.07	0%	$0.00
00002011140509F340X	Single	5/17/2011	$18.62	$18.62	0%	$0.00
00002011157506K6990X	Family Mer	4/19/2011	$45.87	$45.87	0%	$0.00
00002011157506K6990X	Family Mer	4/19/2011	$3.00	$3.00	0%	$0.00
00002011157505D4360X	Family Sub	5/26/2011	$60.00	$60.00	0%	$0.00
00002011157505D4360X	Family Sub	5/26/2011	$8.25	$8.25	0%	$0.00
00002011157505D4360X	Family Sub	5/26/2011	$3.00	$3.00	0%	$0.00
00002011157505D4360X	Family Sub	5/26/2011	$12.73	$12.73	0%	$0.00
00002011157505D5260X	Family Sub	5/27/2011	$45.87	$45.87	0%	$0.00
00002011157505D5260X	Family Sub	5/27/2011	$8.25	$8.25	0%	$0.00
0000201116150125N20X	Family Sub	6/7/2011	$81.06	$81.06	0%	$0.00
0000201116150125N20X	Family Sub	6/7/2011	$107.82	$107.82	0%	$0.00
0000201116150125N20X	Family Sub	6/7/2011	$18.62	$18.62	0%	$0.00
0000201116150266Z60X	Family Sub	6/7/2011	$498.82	$498.82	0%	$0.00
0000201116150266Z60X	Family Sub	6/7/2011	$286.65	$286.65	0%	$0.00
0000201116150266Z60X	Family Sub	6/7/2011	$12.73	$12.73	0%	$0.00
0000201116050N49100X	Single	6/3/2011	$136.75	$136.75	0%	$0.00
0000201116050N49100X	Single	6/3/2011	$49.79	$49.79	0%	$0.00
00002011151501 8C580X	Family Mer	5/25/2011	$91.20	$91.20	0%	$0.00
0000201115150860B40X	Family Mer	5/26/2011	$113.57	$113.57	0%	$0.00
0000201115150860B40X	Family Mer	5/26/2011	$80.43	$80.43	0%	$0.00
0000201115150860B40X	Family Mer	5/26/2011	$85.25	$85.25	0%	$0.00
0000201115150860B40X	Family Mer	5/26/2011	$39.50	$39.50	0%	$0.00
00002011159508V0630X	Family Sub	5/13/2011	$78.80	$78.80	0%	$0.00
0000201116050P95210X	Family Mer	6/6/2011	$45.87	$45.87	0%	$0.00
0000201116050P95210X	Family Mer	6/6/2011	$30.54	$30.54	0%	$0.00
00002011147504 5X020X	Single	5/20/2011	$14.29	$14.29	0%	$0.00
0000201116050U37770X	Single	5/31/2011	$14.29	$14.29	0%	$0.00
00002011157500N8160X	Single	5/31/2011	$35.99	$35.99	0%	$0.00
00002011157500N8160X	Single	5/31/2011	$20.24	$20.24	0%	$0.00
00002011157500N8160X	Single	5/31/2011	$23.45	$23.45	0%	$0.00
0000201116150556D60X	Single	6/7/2011	$40.62	$40.62	0%	$0.00
0000201116150556D60X	Single	6/7/2011	$19.23	$19.23	0%	$0.00
00002011157505D5050X	Family Mer	4/18/2011	$45.87	$45.87	0%	$0.00
0000201116150796L40X	Family Mer	6/1/2011	$45.87	$45.87	0%	$0.00
0000201116150796L40X	Family Mer	6/1/2011	$12.73	$12.73	0%	$0.00
00002011157505K5930X	Family Mer	5/12/2011	$45.87	$45.87	0%	$0.00
0000201115850920T20X	Family Mer	5/30/2011	$45.87	$45.87	0%	$0.00
00002011157502D9530X	Family Sub	5/2/2011	$45.87	$45.87	0%	$0.00
00002011157502D9530X	Family Sub	5/2/2011	$8.25	$8.25	0%	$0.00
00002011157502D9530X	Family Sub	5/2/2011	$4.16	$4.16	0%	$0.00

00002011157502D9530X	Family Sub	5/2/2011	$13.02	$13.02	0%	$0.00
00002011157502D9530X	Family Sub	5/2/2011	$16.32	$16.32	0%	$0.00
00002011157502D9530X	Family Sub	5/2/2011	$13.78	$13.78	0%	$0.00
00002011157502D9530X	Family Sub	5/2/2011	$8.76	$8.76	0%	$0.00
00002011157502D9530X	Family Sub	5/2/2011	$3.00	$3.00	0%	$0.00
00002011157500L0120X	Family Sub	5/10/2011	$19.09	$19.09	0%	$0.00
0000201116050G81970X	Family Sub	6/2/2011	$7.28	$7.28	0%	$0.00
0000201116050G81970X	Family Sub	6/2/2011	$11.59	$11.59	0%	$0.00
00002011157505K5340X	Single	5/3/2011	$45.87	$45.87	0%	$0.00
0000201116050K01150X	Single	5/24/2011	$94.09	$94.09	0%	$0.00
0000201116050K01150X	Single	5/24/2011	$45.87	$45.87	0%	$0.00
0000201116050K01150X	Single	5/24/2011	$23.82	$23.82	0%	$0.00
0000201115850104K90X	Family Mer	5/27/2011	$166.02	$166.02	0%	$0.00
0000201115850104K90X	Family Mer	5/27/2011	$18.62	$18.62	0%	$0.00
0000201115850104K90X	Family Mer	5/27/2011	$41.57	$41.57	0%	$0.00
0000201116050J87420X	Family Sub	6/1/2011	$132.00	$132.00	0%	$0.00
0000201115750Y98980X	Family Mer	5/24/2011	$7.28	$7.28	0%	$0.00
0000201115750Y98980X	Family Mer	5/24/2011	$7.99	$7.99	0%	$0.00
0000201115750Y98980X	Family Mer	5/24/2011	$3.60	$3.60	0%	$0.00
0000201115750Y98980X	Family Mer	5/24/2011	$6.83	$6.83	0%	$0.00
0000201115750Y98980X	Family Mer	5/24/2011	$48.14	$48.14	0%	$0.00
0000201115953048200T	Family Sub	6/7/2011	$45.87	$45.87	0%	$0.00
0000201115850695X80X	Family Mer	5/17/2011	$4.40	$4.40	0%	$0.00
0000201115850695X80X	Family Mer	5/17/2011	$4.40	$4.40	0%	$0.00
0000201115850695X80X	Family Mer	5/17/2011	$4.40	$4.40	0%	$0.00
0000201115850695X80X	Family Mer	5/17/2011	$4.40	$4.40	0%	$0.00
0000201115850695X80X	Family Mer	5/17/2011	$4.40	$4.40	0%	$0.00
0000201115850695X80X	Family Mer	5/17/2011	$4.40	$4.40	0%	$0.00
0000201115850695X80X	Family Mer	5/17/2011	$4.40	$4.40	0%	$0.00
0000201115850695X80X	Family Mer	5/19/2011	$4.00	$4.00	0%	$0.00
0000201115850695X80X	Family Mer	5/19/2011	$4.00	$4.00	0%	$0.00
00002011595029D700X	Family Mer	5/18/2011	$248.01	$248.01	0%	$0.00
0000201116050C98910X	Family Mer	6/3/2011	$45.87	$45.87	0%	$0.00
0000201116050C98910X	Family Mer	6/3/2011	$12.73	$12.73	0%	$0.00
00002011157503G8790X	Family Mer	5/31/2011	$78.80	$78.80	0%	$0.00
0000201116053053470T	Family Mer	6/1/2011	$45.87	$45.87	0%	$0.00
0000201116050X00870X	Family Mer	6/6/2011	$45.87	$45.87	0%	$0.00
0000201116050G80020X	Family Sub	6/2/2011	$45.87	$45.87	0%	$0.00
0000201116050G80020X	Family Sub	6/2/2011	$5.93	$5.93	0%	$0.00
0000201116050G80020X	Family Sub	6/2/2011	$25.55	$25.55	0%	$0.00
0000201116050G80510X	Family Sub	5/31/2011	$45.87	$45.87	0%	$0.00
0000201116050G80510X	Family Sub	5/31/2011	$0.22	$0.22	0%	$0.00
0000201116050G80510X	Family Sub	5/31/2011	$5.18	$5.18	0%	$0.00
0000201116050G80510X	Family Sub	5/31/2011	$51.09	$51.09	0%	$0.00
0000201116050G80510X	Family Sub	5/31/2011	$8.25	$8.25	0%	$0.00
0000201116050G80510X	Family Sub	5/31/2011	$3.00	$3.00	0%	$0.00
0000201116050J94600X	Family Mer	6/4/2011	$35.99	$35.99	0%	$0.00
0000201116050J94600X	Family Mer	6/4/2011	$56.99	$56.99	0%	$0.00
0000201116050J94600X	Family Mer	6/4/2011	$21.71	$21.71	0%	$0.00
000020111595045G010X	Family Sub	6/2/2011	$45.87	$45.87	0%	$0.00
000020111595045G010X	Family Sub	6/2/2011	$3.00	$3.00	0%	$0.00
000020111595045G010X	Family Sub	6/2/2011	$8.25	$8.25	0%	$0.00

000020111595045G010X	Family Sub	6/2/2011	$8.24	$8.24	0%	$0.00
000020111595045G010X	Family Sub	6/2/2011	$25.55	$25.55	0%	$0.00
000020111595045G010X	Family Sub	6/2/2011	$5.06	$5.06	0%	$0.00
000020111595045G010X	Family Sub	6/2/2011	$0.02	$0.02	0%	$0.00
0000201115850370P00X	Family Mer	5/24/2011	$113.01	$113.01	0%	$0.00
0000201115850370P00X	Family Mer	5/24/2011	$60.28	$60.28	0%	$0.00
0000201115850370P00X	Family Mer	5/24/2011	$10.39	$10.39	0%	$0.00
0000201115350C29260X	Family Mer	6/1/2011	$45.87	$45.87	0%	$0.00
0000201115350C29260X	Family Mer	6/1/2011	$12.73	$12.73	0%	$0.00
0000201115350C29260X	Family Mer	6/1/2011	$6.45	$6.45	0%	$0.00
0000201115350C29260X	Family Mer	6/1/2011	$6.87	$6.87	0%	$0.00
0000201115350C29260X	Family Mer	6/1/2011	$3.65	$3.65	0%	$0.00
000020111595019G140X	Family Mer	6/7/2011	$45.87	$45.87	0%	$0.00
000020111595019G140X	Family Mer	6/7/2011	$6.87	$6.87	0%	$0.00
000020111595019G140X	Family Mer	6/7/2011	$3.65	$3.65	0%	$0.00
00002011160505301Z0X	Family Mer	6/6/2011	$76.72	$76.72	0%	$0.00
00002011160505301Z0X	Family Mer	6/6/2011	$121.80	$121.80	0%	$0.00
00002011160505301Z0X	Family Mer	6/6/2011	$24.61	$24.61	0%	$0.00
00002011160505301Z0X	Family Mer	6/6/2011	$86.78	$86.78	0%	$0.00
00002011160505301Z0X	Family Mer	6/6/2011	$24.61	$24.61	0%	$0.00
00002011160505301Z0X	Family Mer	6/6/2011	$49.22	$49.22	0%	$0.00
00002011160505301Z0X	Family Mer	6/6/2011	$8.25	$8.25	0%	$0.00
00002011160505301Z0X	Family Mer	6/6/2011	$3.00	$3.00	0%	$0.00
00002011157507K9970X	Family Mer	5/18/2011	$45.87	$45.87	0%	$0.00
00002011157506K7250X	Family Sub	5/6/2011	$94.09	$94.09	0%	$0.00
00002011157506K7250X	Family Sub	5/6/2011	$8.25	$8.25	0%	$0.00
00002011157506K7250X	Family Sub	5/6/2011	$4.16	$4.16	0%	$0.00
00002011157506K7250X	Family Sub	5/6/2011	$13.02	$13.02	0%	$0.00
00002011157506K7250X	Family Sub	5/6/2011	$3.36	$3.36	0%	$0.00
00002011157506K7250X	Family Sub	5/6/2011	$16.32	$16.32	0%	$0.00
00002011157506K7250X	Family Sub	5/6/2011	$13.78	$13.78	0%	$0.00
00002011157506K7250X	Family Sub	5/6/2011	$8.76	$8.76	0%	$0.00
0000201116150133P30X	Single	6/7/2011	$113.18	$113.18	0%	$0.00
0000201116150133P30X	Single	6/7/2011	$106.40	$106.40	0%	$0.00
0000201116050P45090X	Family Mer	6/6/2011	$78.80	$78.80	0%	$0.00
0000201116050P45090X	Family Mer	6/6/2011	$8.25	$8.25	0%	$0.00
0000201116050P45090X	Family Mer	6/6/2011	$3.00	$3.00	0%	$0.00
0000201116150209P20X	Single	6/3/2011	$45.87	$45.87	0%	$0.00
0000201116150209P20X	Single	6/3/2011	$47.62	$47.62	0%	$0.00
0000201116150209P20X	Single	6/3/2011	$1.34	$1.34	0%	$0.00
0000201116150209P20X	Single	6/3/2011	$25.55	$25.55	0%	$0.00
0000201116150209P20X	Single	6/3/2011	$1.90	$1.90	0%	$0.00
00002011124506986J0X	Single	3/31/2011	$70.70	$70.70	0%	$0.00
0000201115850372P30X	Single	5/21/2011	$10.39	$10.39	0%	$0.00
0000201115450102H70X	Family Sub	5/30/2011	$78.07	$78.07	0%	$0.00
0000201115450102H70X	Family Sub	5/30/2011	$3.36	$3.36	0%	$0.00
0000201115450102H70X	Family Sub	5/30/2011	$3.00	$3.00	0%	$0.00
0000201115850380Y30X	Family Sub	5/30/2011	$6.74	$6.74	0%	$0.00
0000201115850380Y30X	Family Sub	5/30/2011	$6.72	$6.72	0%	$0.00
0000201115850380Y30X	Family Sub	5/30/2011	$7.51	$7.51	0%	$0.00
0000201115850380Y30X	Family Sub	5/30/2011	$11.15	$11.15	0%	$0.00
0000201115850380Y30X	Family Sub	5/30/2011	$15.30	$15.30	0%	$0.00

0000201115850380Y30X	Family Sub	5/30/2011	$22.31	$22.31	0%	$0.00
0000201115850380Y30X	Family Sub	5/30/2011	$6.73	$6.73	0%	$0.00
0000201115850380Y30X	Family Sub	5/30/2011	$7.19	$7.19	0%	$0.00
0000201116050V77670X	Family Sub	6/6/2011	$132.00	$132.00	0%	$0.00
0000201116050V77670X	Family Sub	6/6/2011	$0.67	$0.67	0%	$0.00
0000201116050V77670X	Family Sub	6/6/2011	$25.55	$25.55	0%	$0.00
0000201116050V77670X	Family Sub	6/6/2011	$34.48	$34.48	0%	$0.00
0000201116050G84630X	Family Mer	6/7/2011	$250.00	$250.00	0%	$0.00
0000201116050G84630X	Family Mer	6/7/2011	$11.69	$11.69	0%	$0.00
0000201115750X19330X	Family Sub	6/2/2011	$8.25	$8.25	0%	$0.00
0000201115750X19330X	Family Sub	6/2/2011	$3.00	$3.00	0%	$0.00
0000201115850396Y30X	Family Sub	5/26/2011	$22.05	$22.05	0%	$0.00
0000201115850396Y30X	Family Sub	5/26/2011	$29.21	$29.21	0%	$0.00
0000201116050257OU0X	Family Sub	6/2/2011	$11.15	$11.15	0%	$0.00
0000201116050257OU0X	Family Sub	6/2/2011	$8.80	$8.80	0%	$0.00
0000201115750X14400X	Single	5/18/2011	$5.50	$5.50	0%	$0.00
000020111595062A280X	Single	6/6/2011	$22.09	$22.09	0%	$0.00
0000201116050K09880X	Family Mer	6/7/2011	$74.91	$74.91	0%	$0.00
00002011140502V2250X	Single	5/10/2011	$45.87	$45.87	0%	$0.00
00002011140502V2250X	Single	5/10/2011	$2.71	$2.71	0%	$0.00
00002011140502V2250X	Single	5/10/2011	$106.40	$106.40	0%	$0.00
0000201115850004L90X	Family Mer	5/26/2011	$6.81	$6.81	0%	$0.00
0000201115850169Q30X	Family Sub	5/27/2011	$15.10	$15.10	0%	$0.00
00002011157500D7880X	Family Sub	5/5/2011	$78.80	$78.80	0%	$0.00
00002011157500D7880X	Family Sub	5/5/2011	$10.27	$10.27	0%	$0.00
00002011157500D7880X	Family Sub	5/5/2011	$13.02	$13.02	0%	$0.00
00002011157500D7880X	Family Sub	5/5/2011	$8.25	$8.25	0%	$0.00
00002011157500D7880X	Family Sub	5/5/2011	$4.88	$4.88	0%	$0.00
00002011157500D7880X	Family Sub	5/5/2011	$3.00	$3.00	0%	$0.00
00002011159506X6390X	Family Sub	5/9/2011	$45.87	$45.87	0%	$0.00
0000201116150878Y70X	Family Sub	########	$11.59	$11.59	0%	$0.00
0000201116150879Y10X	Family Sub	########	$39.09	$39.09	0%	$0.00
0000201115753008150T	Family Mer	6/4/2011	$90.87	$90.87	0%	$0.00
0000201115753008150T	Family Mer	6/4/2011	$21.58	$21.58	0%	$0.00
000020111595067F920X	Single	6/3/2011	$78.80	$78.80	0%	$0.00
000020111595067F920X	Single	6/3/2011	$23.32	$23.32	0%	$0.00
000020111595067F920X	Single	6/3/2011	$25.62	$25.62	0%	$0.00
000020111595067F920X	Single	6/3/2011	$34.48	$34.48	0%	$0.00
000020111595067F920X	Single	6/3/2011	$25.00	$25.00	0%	$0.00
000020111595067F920X	Single	6/3/2011	$1.34	$1.34	0%	$0.00
00002011157500D6280X	Family Mer	5/6/2011	$47.68	$47.68	0%	$0.00
00002011157500D6280X	Family Mer	5/6/2011	$34.48	$34.48	0%	$0.00
0000201115812001290C	Family Mer	5/26/2011	$45.87	$45.87	0%	$0.00
0000201115812001530C	Family Mer	5/16/2011	$78.07	$78.07	0%	$0.00
0000201115812001530C	Family Mer	5/16/2011	$47.63	$47.63	0%	$0.00
0000201115853058710T	Family Sub	6/3/2011	$78.80	$78.80	0%	$0.00
0000201115853058710T	Family Sub	6/3/2011	$27.59	$27.59	0%	$0.00
0000201115853058710T	Family Sub	6/3/2011	$8.27	$8.27	0%	$0.00
0000201115853058710T	Family Sub	6/3/2011	$1.90	$1.90	0%	$0.00
0000201115853058710T	Family Sub	6/3/2011	$25.55	$25.55	0%	$0.00
0000201115853058710T	Family Sub	6/3/2011	$23.64	$23.64	0%	$0.00
00002011158504634D0X	Family Mer	6/3/2011	$35.99	$35.99	0%	$0.00

00002011158504634D0X	Family Mer	6/3/2011	$24.96	$24.96	0%	$0.00
0000201116150858W90X	Family Mer	5/20/2011	$45.87	$45.87	0%	$0.00
0000201116150463N60X	Single	4/19/2011	$45.65	$45.65	0%	$0.00
0000201116150496X90X	Single	6/7/2011	$8.93	$8.93	0%	$0.00
0000201116150496X90X	Single	6/7/2011	$11.32	$11.32	0%	$0.00
0000201116150496X90X	Single	6/7/2011	$3.00	$3.00	0%	$0.00
0000201116050V33680X	Family Sub	4/26/2011	$2.38	$2.38	0%	$0.00
0000201116050V33680X	Family Sub	4/26/2011	$5.03	$5.03	0%	$0.00
0000201116050V33690X	Family Sub	4/26/2011	$2.00	$2.00	0%	$0.00
0000201116050V33690X	Family Sub	4/26/2011	$7.94	$7.94	0%	$0.00
0000201116050V33690X	Family Sub	4/26/2011	$16.32	$16.32	0%	$0.00
0000201116050V33690X	Family Sub	4/26/2011	$8.76	$8.76	0%	$0.00
0000201116050V33690X	Family Sub	4/26/2011	$16.46	$16.46	0%	$0.00
0000201116050V33690X	Family Sub	4/26/2011	$3.00	$3.00	0%	$0.00
0000201116050V33820X	Family Sub	4/26/2011	$17.88	$17.88	0%	$0.00
0000201116050V33830X	Family Sub	4/26/2011	$19.18	$19.18	0%	$0.00
0000201116050V33830X	Family Sub	4/26/2011	$8.25	$8.25	0%	$0.00
00002011157500D5950X	Single	5/6/2011	$45.87	$45.87	0%	$0.00
00002011157505K5870X	Single	4/28/2011	$78.80	$78.80	0%	$0.00
00002011157505K5870X	Single	4/28/2011	$10.27	$10.27	0%	$0.00
00002011157505K5870X	Single	4/28/2011	$13.02	$13.02	0%	$0.00
00002011157505K5870X	Single	4/28/2011	$8.25	$8.25	0%	$0.00
00002011157505K5870X	Single	4/28/2011	$4.39	$4.39	0%	$0.00
00002011157505K5870X	Single	4/28/2011	$5.52	$5.52	0%	$0.00
00002011157505K5870X	Single	4/28/2011	$3.45	$3.45	0%	$0.00
00002011157505K5870X	Single	4/28/2011	$4.88	$4.88	0%	$0.00
00002011157505K5870X	Single	4/28/2011	$3.00	$3.00	0%	$0.00
0000201115850202V80X	Single	6/1/2011	$78.80	$78.80	0%	$0.00
000020111595051G070X	Family Sub	6/3/2011	$45.87	$45.87	0%	$0.00
000020111595051G070X	Family Sub	6/3/2011	$12.73	$12.73	0%	$0.00
0000201113150P26460X	Family Sub	5/6/2011	$132.00	$132.00	0%	$0.00
0000201115453022710T	Family Sub	5/23/2011	$11.51	$11.51	0%	$0.00
00002011157509C6580X	Family Mer	6/1/2011	$82.62	$82.62	0%	$0.00
00002011157509C6580X	Family Mer	6/1/2011	$35.94	$35.94	0%	$0.00
00002011159503V9850X	Family Mer	6/6/2011	$82.62	$82.62	0%	$0.00
00002011159503V9850X	Family Mer	6/6/2011	$35.94	$35.94	0%	$0.00
0000201116050V76890X	Family Mer	6/7/2011	$82.62	$82.62	0%	$0.00
0000201116050V76890X	Family Mer	6/7/2011	$35.94	$35.94	0%	$0.00
000020116150540G40X	Family Sub	5/27/2011	$45.87	$45.87	0%	$0.00
000020116150540G40X	Family Sub	5/27/2011	$91.36	$91.36	0%	$0.00
0000201160509562Z0X	Family Sub	5/25/2011	$42.00	$42.00	0%	$0.00
0000201160509562Z0X	Family Sub	5/25/2011	$4.87	$4.87	0%	$0.00
000020116150787P20X	Family Sub	6/2/2011	$78.80	$78.80	0%	$0.00
000020116150787P40X	Family Sub	5/26/2011	$81.77	$81.77	0%	$0.00
00002011159509S1640X	Family Mer	6/6/2011	$47.55	$47.55	0%	$0.00
00002011157500F1380X	Family Mer	6/2/2011	$45.87	$45.87	0%	$0.00
000020111595051G550X	Family Sub	6/6/2011	$45.87	$45.87	0%	$0.00
000020111595051G550X	Family Sub	6/6/2011	$3.36	$3.36	0%	$0.00
00002011157508F2240X	Single	5/31/2011	$78.80	$78.80	0%	$0.00
00002011157508F2240X	Single	5/31/2011	$57.47	$57.47	0%	$0.00
00002011157508F2240X	Single	5/31/2011	$35.36	$35.36	0%	$0.00
00002011157508F2240X	Single	5/31/2011	$8.76	$8.76	0%	$0.00

00002011157508F2240X	Single	5/31/2011	$13.02	$13.02	0%	$0.00
00002011157508F2240X	Single	5/31/2011	$9.27	$9.27	0%	$0.00
00002011157508F2240X	Single	5/31/2011	$4.39	$4.39	0%	$0.00
00002011157508F2240X	Single	5/31/2011	$3.00	$3.00	0%	$0.00
00002011157503H7680X	Single	6/1/2011	$105.41	$105.41	0%	$0.00
00002011157503H7680X	Single	6/1/2011	$14.61	$14.61	0%	$0.00
00002011157503H7680X	Single	6/1/2011	$4.45	$4.45	0%	$0.00
0000201115850572 4C0X	Single	6/3/2011	$80.33	$80.33	0%	$0.00
0000201115850572 4C0X	Single	6/3/2011	$14.61	$14.61	0%	$0.00
0000201115850572 4C0X	Single	6/3/2011	$4.45	$4.45	0%	$0.00
000020111585058 0Z50X	Single	6/2/2011	$80.33	$80.33	0%	$0.00
000020111585058 0Z50X	Single	6/2/2011	$14.61	$14.61	0%	$0.00
000020111585058 0Z50X	Single	6/2/2011	$4.45	$4.45	0%	$0.00
0000201116150522E10X	Single	6/7/2011	$105.41	$105.41	0%	$0.00
0000201116150522E10X	Single	6/7/2011	$14.61	$14.61	0%	$0.00
0000201116150522E10X	Single	6/7/2011	$4.45	$4.45	0%	$0.00
00002011157507L3660X	Family Mer	5/11/2011	$113.18	$113.18	0%	$0.00
000020111325005 2J81X	Family Mer	3/14/2011	$39.16	$39.16	0%	$0.00
0000201116150505K10X	Family Sub	6/8/2011	$45.87	$45.87	0%	$0.00
0000201115850633 8B0X	Family Mer	6/3/2011	$19.09	$19.09	0%	$0.00
0000201115850633 8B0X	Family Mer	6/3/2011	$93.73	$93.73	0%	$0.00
0000201115850638 8B0X	Family Mer	6/3/2011	$65.87	$65.87	0%	$0.00
0000201115850638 8B0X	Family Mer	6/3/2011	$18.62	$18.62	0%	$0.00
000020111585073 7Q00X	Family Mer	6/3/2011	$9.46	$9.46	0%	$0.00
000020111585073 7Q00X	Family Mer	6/3/2011	$16.73	$16.73	0%	$0.00
000020111585073 7Q00X	Family Mer	6/3/2011	$11.65	$11.65	0%	$0.00
0000201116050D10260X	Family Sub	6/3/2011	$33.44	$33.44	0%	$0.00
000020111585096 5P50X	Single	5/28/2011	$860.00	$860.00	0%	$0.00
000020111585096 5P50X	Single	5/28/2011	$43.20	$43.20	0%	$0.00
0000201116050V98910X	Family Sub	6/2/2011	$7.58	$7.58	0%	$0.00
00002011159505X2340X	Single	5/13/2011	$78.80	$78.80	0%	$0.00
000020111595051F110X	Single	5/13/2011	$77.51	$77.51	0%	$0.00
000020111575303296 0T	Single	5/13/2011	$7.51	$7.51	0%	$0.00
000020111575303296 0T	Single	5/13/2011	$5.57	$5.57	0%	$0.00
000020111585304425 0T	Family Mer	6/1/2011	$22.76	$22.76	0%	$0.00
0000201116050B68090X	Family Sub	6/2/2011	$89.78	$89.78	0%	$0.00
0000201116050J87720X	Family Mer	6/5/2011	$45.87	$45.87	0%	$0.00
0000201116050J87720X	Family Mer	6/5/2011	$21.58	$21.58	0%	$0.00
0000201116050J87720X	Family Mer	6/5/2011	$0.60	$0.60	0%	$0.00
0000201116050J87720X	Family Mer	6/5/2011	$25.55	$25.55	0%	$0.00
0000201116050J87720X	Family Mer	6/5/2011	$3.26	$3.26	0%	$0.00
0000201116050J87720X	Family Mer	6/5/2011	$25.55	$25.55	0%	$0.00
000020111465057 32Z0X	Single	5/5/2011	$5.55	$5.55	0%	$0.00
00002011159501V1810X	Family Mer	6/2/2011	$45.67	$45.67	0%	$0.00
000020111535088 63G0X	Single	5/27/2011	$78.80	$78.80	0%	$0.00
000020111585019 35D0X	Single	5/31/2011	$19.09	$19.09	0%	$0.00
000020111605305534 0T	Single	6/7/2011	$78.80	$78.80	0%	$0.00
000020111605305534 0T	Single	6/7/2011	$27.59	$27.59	0%	$0.00
000020111585077 5J90X	Family Mer	5/17/2011	$19.09	$19.09	0%	$0.00
00002011157500N7980X	Family Mer	5/28/2011	$37.52	$37.52	0%	$0.00
00002011157500N7980X	Family Mer	5/28/2011	$23.45	$23.45	0%	$0.00
00002011159503X3360X	Family Mer	5/28/2011	$10.39	$10.39	0%	$0.00

00002011159503X3360X	Family Mer	5/28/2011	$10.39	$10.39	0%	$0.00
0000201115750 9J9160X	Family Sub	5/24/2011	$78.80	$78.80	0%	$0.00
0000201115753015810T	Family Sub	6/3/2011	$7.02	$7.02	0%	$0.00
0000201115753015810T	Family Sub	6/3/2011	$11.51	$11.51	0%	$0.00
0000201115753015810T	Family Sub	6/3/2011	$1.85	$1.85	0%	$0.00
0000201116150116Z30X	Family Sub	6/8/2011	$45.87	$45.87	0%	$0.00
0000201116150242Y20X	Family Sub	6/1/2011	$78.80	$78.80	0%	$0.00
00002011159508X1040X	Family Mer	6/3/2011	$1.58	$1.58	0%	$0.00
00002011159508X1040X	Family Mer	6/3/2011	$3.36	$3.36	0%	$0.00
00002011159508X1400X	Family Mer	6/3/2011	$98.80	$98.80	0%	$0.00
00002011159508X1430X	Family Mer	5/31/2011	$45.87	$45.87	0%	$0.00
0000201116150175Z20X	Single	6/1/2011	$36.07	$36.07	0%	$0.00
0000201115850275X50X	Family Mer	6/1/2011	$45.87	$45.87	0%	$0.00
0000201115850275X50X	Family Mer	6/1/2011	$8.25	$8.25	0%	$0.00
0000201115850275X50X	Family Mer	6/1/2011	$8.98	$8.98	0%	$0.00
0000201115850275X50X	Family Mer	6/1/2011	$7.94	$7.94	0%	$0.00
0000201115850275X50X	Family Mer	6/1/2011	$4.24	$4.24	0%	$0.00
0000201115850275X50X	Family Mer	6/1/2011	$16.32	$16.32	0%	$0.00
0000201115850275X50X	Family Mer	6/1/2011	$8.76	$8.76	0%	$0.00
0000201115850275X50X	Family Mer	6/1/2011	$3.00	$3.00	0%	$0.00
0000201115750Z79090X	Family Sub	6/2/2011	$78.07	$78.07	0%	$0.00
00002011595010G100X	Family Sub	6/3/2011	$11.69	$11.69	0%	$0.00
00002011159504T6550X	Family Sub	5/23/2011	$38.97	$38.97	0%	$0.00
0000201015257944G10X	Family Mer	5/13/2010	($15.94)	($15.94)	0%	$0.00
0000201015257944G10X	Family Mer	5/13/2010	$16.69	$16.69	0%	$0.00
0000201015257944G10X	Family Mer	5/13/2010	($4.71)	($4.71)	0%	$0.00
0000201015257944G10X	Family Mer	5/13/2010	$4.93	$4.93	0%	$0.00
0000201143574545Q0X	Family Mer	5/5/2011	$13.38	$13.38	0%	$0.00
000020111475782C150X	Family Mer	4/29/2011	$13.75	$13.75	0%	$0.00
0000201115850777J90X	Family Sub	5/23/2011	$246.64	$246.64	0%	$0.00
00002011160508942U0X	Family Sub	5/23/2011	$162.52	$162.52	0%	$0.00
0000201116050V77590X	Family Mer	6/5/2011	$132.00	$132.00	0%	$0.00
0000201116050V77590X	Family Mer	6/5/2011	$16.45	$16.45	0%	$0.00
0000201116050V77590X	Family Mer	6/5/2011	$0.25	$0.25	0%	$0.00
0000201116050V77590X	Family Mer	6/5/2011	$3.00	$3.00	0%	$0.00
0000201116050V77590X	Family Mer	6/5/2011	$2.38	$2.38	0%	$0.00
0000201116050V77590X	Family Mer	6/5/2011	$8.25	$8.25	0%	$0.00
0000201116050V77590X	Family Mer	6/5/2011	$12.73	$12.73	0%	$0.00
0000201116050V77590X	Family Mer	6/5/2011	$10.12	$10.12	0%	$0.00
0000201116050V77590X	Family Mer	6/5/2011	$25.55	$25.55	0%	$0.00
00002011159501T0460X	Single	5/23/2011	$52.25	$52.25	0%	$0.00
00002011159501T0490X	Single	5/23/2011	$76.00	$76.00	0%	$0.00
00002011159501T0490X	Single	5/23/2011	$215.52	$215.52	0%	$0.00
00002011157506J2920X	Family Sub	6/1/2011	$132.00	$132.00	0%	$0.00
0000201116003020760C	Family Sub	6/2/2011	$78.80	$78.80	0%	$0.00
00002011157502A4120X	Single	3/22/2011	$125.94	$125.94	0%	$0.00
00002011157502A4120X	Single	3/22/2011	$35.36	$35.36	0%	$0.00
00002011157502A4120X	Single	3/22/2011	$23.82	$23.82	0%	$0.00
00002011157502A4120X	Single	3/22/2011	$2.71	$2.71	0%	$0.00
00002011157502A4120X	Single	3/22/2011	$13.02	$13.02	0%	$0.00
00002011157502A4120X	Single	3/22/2011	$3.00	$3.00	0%	$0.00
0000201116150529T30X	Family Mer	6/7/2011	$45.87	$45.87	0%	$0.00

0000201116150529T30X	Family Mer	6/7/2011	$12.73	$12.73	0%	$0.00
0000201116050E03250X	Family Sub	6/6/2011	$45.87	$45.87	0%	$0.00
0000201116050E03250X	Family Sub	6/6/2011	$66.52	$66.52	0%	$0.00
0000201116050U49320X	Family Sub	6/6/2011	$102.78	$102.78	0%	$0.00
0000201116050U49320X	Family Sub	6/6/2011	$17.88	$17.88	0%	$0.00
0000201116050U49320X	Family Sub	6/6/2011	$8.76	$8.76	0%	$0.00
0000201116050U49320X	Family Sub	6/6/2011	$13.02	$13.02	0%	$0.00
0000201116050U49320X	Family Sub	6/6/2011	$35.36	$35.36	0%	$0.00
0000201116050U49320X	Family Sub	6/6/2011	$3.36	$3.36	0%	$0.00
0000201116050U49320X	Family Sub	6/6/2011	$3.00	$3.00	0%	$0.00
0000201116050U49320X	Family Sub	6/6/2011	$23.82	$23.82	0%	$0.00
0000201116050U49320X	Family Sub	6/6/2011	$27.59	$27.59	0%	$0.00
0000201115850733T60X	Family Sub	6/3/2011	$35.99	$35.99	0%	$0.00
0000201116050H12910X	Family Mer	5/17/2011	$45.87	$45.87	0%	$0.00
0000201116050H13060X	Family Mer	5/17/2011	$12.73	$12.73	0%	$0.00
0000201115750Y38260X	Single	5/24/2011	$1,014.40	$1,014.40	0%	$0.00
0000201115750Z59190X	Single	6/1/2011	$78.80	$78.80	0%	$0.00
0000201116050P81580X	Single	6/1/2011	$143.34	$143.34	0%	$0.00
0000201114650N58010X	Family Mer	5/12/2011	$162.52	$162.52	0%	$0.00
0000201116150720H50X	Single	6/6/2011	$45.87	$45.87	0%	$0.00
0000201116150511F50X	Family Mer	6/7/2011	$138.91	$138.91	0%	$0.00
00002011133505F3430X	Single	5/7/2011	($35.99)	($35.99)	0%	$0.00
00002011133505F3430X	Single	5/7/2011	$35.99	$35.99	0%	$0.00
00002011133505F3430X	Single	5/7/2011	($5.52)	($5.52)	0%	$0.00
00002011133505F3430X	Single	5/7/2011	$5.52	$5.52	0%	$0.00
00002011133505F3430X	Single	5/7/2011	($12.18)	($12.18)	0%	$0.00
00002011133505F3430X	Single	5/7/2011	$12.18	$12.18	0%	$0.00
00002011133505F3430X	Single	5/7/2011	($43.43)	($43.43)	0%	$0.00
00002011133505F3430X	Single	5/7/2011	$43.43	$43.43	0%	$0.00
00002011133505F3430X	Single	5/7/2011	($8.25)	($8.25)	0%	$0.00
00002011133505F3430X	Single	5/7/2011	$8.25	$8.25	0%	$0.00
00002011133505F3430X	Single	5/7/2011	($12.73)	($12.73)	0%	$0.00
00002011133505F3430X	Single	5/7/2011	$12.73	$12.73	0%	$0.00
00002011133505F3430X	Single	5/7/2011	($16.73)	($16.73)	0%	$0.00
00002011133505F3430X	Single	5/7/2011	$16.73	$16.73	0%	$0.00
00002011133505F3430X	Single	5/7/2011	$16.73	$16.73	0%	$0.00
00002011133505F3430X	Single	5/7/2011	($3.00)	($3.00)	0%	$0.00
00002011133505F3430X	Single	5/7/2011	$3.00	$3.00	0%	$0.00
0000201116050K89180X	Family Sub	5/26/2011	$89.03	$89.03	0%	$0.00
0000201116050K89660X	Family Sub	5/24/2011	$78.80	$78.80	0%	$0.00
0000201116150838L70X	Family Mer	6/8/2011	$45.87	$45.87	0%	$0.00
0000201116150975Y10X	Family Mer	6/8/2011	$45.87	$45.87	0%	$0.00
0000201115850967P40X	Family Mer	5/28/2011	$588.80	$588.80	0%	$0.00
0000201114750133D90X	Family Mer	5/19/2011	$100.00	$100.00	0%	$0.00
0000201115703011350C	Single	5/9/2011	$45.87	$45.87	0%	$0.00
000020111515025W690X	Single	5/26/2011	$65.00	$65.00	0%	$0.00
0000201114350W07250X	Family Sub	5/19/2011	$78.07	$78.07	0%	$0.00
0000201114350W07250X	Family Sub	5/19/2011	$27.91	$27.91	0%	$0.00
0000201114350W07250X	Family Sub	5/19/2011	$25.62	$25.62	0%	$0.00
0000201116050V78210X	Family Mer	5/26/2011	$45.87	$45.87	0%	$0.00
0000201116050V78210X	Family Mer	5/26/2011	$8.25	$8.25	0%	$0.00
0000201116050V78220X	Family Mer	5/30/2011	$19.09	$19.09	0%	$0.00

0000201114404030710C	Family Mer	5/5/2011	$46.67	$46.67	0%	$0.00
0000201114404030710C	Family Mer	5/5/2011	$16.83	$16.83	0%	$0.00
0000201116150253T80X	Family Sub	6/8/2011	$78.80	$78.80	0%	$0.00
0000201116150253T80X	Family Sub	6/8/2011	$1.34	$1.34	0%	$0.00
0000201116150253T80X	Family Sub	6/8/2011	$3.26	$3.26	0%	$0.00
000020111375097K260X	Single	5/16/2011	$19.09	$19.09	0%	$0.00
00002011405029F090X	Single	5/16/2011	$82.43	$82.43	0%	$0.00
0000201114553048200T	Single	5/23/2011	$78.80	$78.80	0%	$0.00
00002011159508U3290X	Single	5/31/2011	$14.29	$14.29	0%	$0.00
0000201115850830X90X	Family Mer	6/2/2011	$45.87	$45.87	0%	$0.00
0000201116150789P00X	Family Mer	6/2/2011	$78.80	$78.80	0%	$0.00
0000201116150789P00X	Family Mer	6/2/2011	$8.25	$8.25	0%	$0.00
0000201116150789P00X	Family Mer	6/2/2011	$3.00	$3.00	0%	$0.00
0000201115750Z15300X	Family Sub	6/2/2011	$14.29	$14.29	0%	$0.00
00002011157501H8760X	Single	5/27/2011	$35.36	$35.36	0%	$0.00
00002011157501H8760X	Single	5/27/2011	$11.32	$11.32	0%	$0.00
0000201115850930N50X	Single	5/28/2011	$42.00	$42.00	0%	$0.00
0000201115850930N50X	Single	5/28/2011	$4.87	$4.87	0%	$0.00
0000201115850480 9D0X	Single	3/18/2011	$45.87	$45.87	0%	$0.00
0000201115850480 9D0X	Single	3/18/2011	$8.25	$8.25	0%	$0.00
0000201115850480 9D0X	Single	3/18/2011	$12.73	$12.73	0%	$0.00
0000201116050K30110X	Family Mer	6/2/2011	$11.80	$11.80	0%	$0.00
0000201116050K30110X	Family Mer	6/2/2011	$5.72	$5.72	0%	$0.00
0000201116050K30110X	Family Mer	6/2/2011	$13.98	$13.98	0%	$0.00
0000201116050K30110X	Family Mer	6/2/2011	$1.71	$1.71	0%	$0.00
0000201116050K30110X	Family Mer	6/2/2011	$22.61	$22.61	0%	$0.00
0000201116150130L30X	Family Sub	6/6/2011	$78.80	$78.80	0%	$0.00
0000201115850963 0C0X	Family Sub	6/6/2011	$45.17	$45.17	0%	$0.00
00002011159503Z0120X	Family Sub	6/2/2011	$285.83	$285.83	0%	$0.00
00002011159506T1210X	Family Sub	5/27/2011	$78.80	$78.80	0%	$0.00
00002011159506T1210X	Family Sub	5/27/2011	$3.00	$3.00	0%	$0.00
00002011159506T1210X	Family Sub	5/27/2011	$27.59	$27.59	0%	$0.00
00002011159506T1210X	Family Sub	5/27/2011	$9.43	$9.43	0%	$0.00
00002011159506T1210X	Family Sub	5/27/2011	$3.36	$3.36	0%	$0.00
00002011159506T1210X	Family Sub	5/27/2011	$13.02	$13.02	0%	$0.00
00002011159506T1210X	Family Sub	5/27/2011	$10.27	$10.27	0%	$0.00
00002011159506T1210X	Family Sub	5/27/2011	$2.71	$2.71	0%	$0.00
00002011159506T1210X	Family Sub	5/27/2011	$8.25	$8.25	0%	$0.00
00002011159506T1210X	Family Sub	5/27/2011	$23.82	$23.82	0%	$0.00
0000201116050G29520X	Family Sub	6/6/2011	$983.44	$983.44	0%	$0.00
0000201116050G29520X	Family Sub	6/6/2011	$301.55	$301.55	0%	$0.00
0000201116050G40530X	Family Sub	6/7/2011	$64.87	$64.87	0%	$0.00
00002011159505V4820X	Family Mer	5/29/2011	$29.36	$29.36	0%	$0.00
0000201116050A21730X	Family Mer	4/4/2011	$105.58	$105.58	0%	$0.00
0000201116050A21730X	Family Mer	4/4/2011	$12.00	$12.00	0%	$0.00
0000201116150885C70X	Family Sub	6/3/2011	$35.99	$35.99	0%	$0.00
000020111595097E810X	Single	6/6/2011	$78.80	$78.80	0%	$0.00
000020111595097E810X	Single	6/6/2011	$12.73	$12.73	0%	$0.00
0000201116050691 2V0X	Single	6/2/2011	$78.80	$78.80	0%	$0.00
000020111545003Y010X	Single	6/1/2011	$166.02	$166.02	0%	$0.00
000020111545003Y010X	Single	6/1/2011	$26.27	$26.27	0%	$0.00
0000201116050W64470X	Family Mer	6/8/2011	$45.87	$45.87	0%	$0.00

00002011157110475 50C	Family Mer	5/31/2011	$80.27	$80.27	0%	$0.00
00002011159500Y1890X	Family Sub	6/6/2011	$45.87	$45.87	0%	$0.00
00002011159500Y1890X	Family Sub	6/6/2011	$27.59	$27.59	0%	$0.00
00002011140504Z5700X	Single	5/17/2011	$35.36	$35.36	0%	$0.00
00002011140504Z5700X	Single	5/17/2011	$15.71	$15.71	0%	$0.00
00002011140504Z5700X	Single	5/17/2011	$11.59	$11.59	0%	$0.00
00002011140504Z5700X	Single	5/17/2011	$3.00	$3.00	0%	$0.00
0000201114350X22750X	Single	5/17/2011	$94.09	$94.09	0%	$0.00
0000201114350X22750X	Single	5/17/2011	$34.12	$34.12	0%	$0.00
0000201114350X22750X	Single	5/17/2011	$34.12	$34.12	0%	$0.00
000020111585077 0X60X	Single	5/24/2011	$132.00	$132.00	0%	$0.00
000020111585077 0X60X	Single	5/24/2011	$35.36	$35.36	0%	$0.00
000020111585077 0X60X	Single	5/24/2011	$23.82	$23.82	0%	$0.00
000020111585077 0X60X	Single	5/24/2011	$13.02	$13.02	0%	$0.00
000020111585077 0X60X	Single	5/24/2011	$3.00	$3.00	0%	$0.00
000020111585077 0X60X	Single	5/24/2011	$6.29	$6.29	0%	$0.00
000020111585077 0X60X	Single	5/24/2011	$8.76	$8.76	0%	$0.00
00002011157508H2870X	Single	5/11/2011	$45.87	$45.87	0%	$0.00
000020111615049 9X70X	Single	6/3/2011	$35.36	$35.36	0%	$0.00
000020111615049 9X70X	Single	6/3/2011	$5.50	$5.50	0%	$0.00
000020111615049 9X70X	Single	6/3/2011	$11.32	$11.32	0%	$0.00
000020111615049 9X70X	Single	6/3/2011	$7.62	$7.62	0%	$0.00
000020111615049 9X70X	Single	6/3/2011	$2.68	$2.68	0%	$0.00
000020111615049 9X70X	Single	6/3/2011	$3.00	$3.00	0%	$0.00
0000201116050X16760X	Family Sub	6/4/2011	$295.48	$295.48	0%	$0.00
0000201116050X16760X	Family Sub	6/4/2011	$109.47	$109.47	0%	$0.00
0000201116050X16760X	Family Sub	6/4/2011	$109.47	$109.47	0%	$0.00
0000201116050X16760X	Family Sub	6/4/2011	$145.51	$145.51	0%	$0.00
0000201116050X16760X	Family Sub	6/4/2011	$0.17	$0.17	0%	$0.00
0000201116050X16760X	Family Sub	6/4/2011	$108.25	$108.25	0%	$0.00
0000201116050X16760X	Family Sub	6/4/2011	$15.18	$15.18	0%	$0.00
0000201116050X16760X	Family Sub	6/4/2011	$0.02	$0.02	0%	$0.00
0000201116050X16760X	Family Sub	6/4/2011	$1.22	$1.22	0%	$0.00
000020111585021 00G0X	Family Mer	6/1/2011	$45.87	$45.87	0%	$0.00
0000201116050X24090X	Family Mer	5/5/2011	$309.23	$309.23	0%	$0.00
00002011159504U6590X	Family Mer	6/2/2011	$78.07	$78.07	0%	$0.00
00002011159504U6590X	Family Mer	6/2/2011	$30.54	$30.54	0%	$0.00
0000201114350N16840X	Single	5/19/2011	$78.80	$78.80	0%	$0.00
0000201114350N16840X	Single	5/19/2011	$18.06	$18.06	0%	$0.00
0000201114350N16840X	Single	5/19/2011	$16.32	$16.32	0%	$0.00
0000201114350N16840X	Single	5/19/2011	$13.78	$13.78	0%	$0.00
0000201114350N16840X	Single	5/19/2011	$8.76	$8.76	0%	$0.00
0000201114350N16840X	Single	5/19/2011	$3.00	$3.00	0%	$0.00
000020111585016 66G0X	Family Mer	6/2/2011	$5.55	$5.55	0%	$0.00
000020111585016 66G0X	Family Mer	6/2/2011	$11.69	$11.69	0%	$0.00
000020111585053 8J50X	Family Sub	4/21/2011	$5.55	$5.55	0%	$0.00
000020111585053 8J50X	Family Sub	4/21/2011	$0.32	$0.32	0%	$0.00
0000200831211007080C	Family Sub	5/23/2008	($708.80)	($708.80)	0%	$0.00
0000200831211007080C	Family Sub	5/23/2008	$121.99	$121.99	0%	$0.00
0000200831211007080C	Family Sub	5/23/2008	($16.80)	($16.80)	0%	$0.00
0000200831211007080C	Family Sub	5/23/2008	$16.80	$16.80	0%	$0.00
00002011159506Y4700X	Family Mer	6/3/2011	$115.00	$115.00	0%	$0.00

00002011159506Y4700X	Family Mer	6/3/2011	$20.00	$20.00	0%	$0.00
0000201116050D01870X	Single	5/18/2011	$44.08	$44.08	0%	$0.00
0000201116050D01870X	Single	5/18/2011	$64.08	$64.08	0%	$0.00
0000201116050D01870X	Single	5/18/2011	$68.41	$68.41	0%	$0.00
000020111545096U450X	Family Mer	5/25/2011	$45.87	$45.87	0%	$0.00
000020111545096U450X	Family Mer	5/25/2011	$18.62	$18.62	0%	$0.00
000020111545096U450X	Family Mer	5/25/2011	$85.41	$85.41	0%	$0.00
000020111545096U450X	Family Mer	5/25/2011	$21.35	$21.35	0%	$0.00
000020111545096U450X	Family Mer	5/25/2011	$21.71	$21.71	0%	$0.00
000020111545096U450X	Family Mer	5/25/2011	$33.82	$33.82	0%	$0.00
00002011158508350F0X	Family Mer	6/3/2011	$63.98	$63.98	0%	$0.00
0000201114750907F00X	Family Sub	5/18/2011	$7.94	$7.94	0%	$0.00
0000201114750907F00X	Family Sub	5/18/2011	$16.32	$16.32	0%	$0.00
0000201114750907F00X	Family Sub	5/18/2011	$13.78	$13.78	0%	$0.00
0000201114750907F00X	Family Sub	5/18/2011	$8.76	$8.76	0%	$0.00
0000201114750907F00X	Family Sub	5/18/2011	$100.00	$100.00	0%	$0.00
0000201114750907F00X	Family Sub	5/18/2011	$115.18	$115.18	0%	$0.00
0000201114750907F00X	Family Sub	5/18/2011	$152.42	$152.42	0%	$0.00
0000201114750907F00X	Family Sub	5/18/2011	$144.62	$144.62	0%	$0.00
0000201114750907F00X	Family Sub	5/18/2011	$89.20	$89.20	0%	$0.00
0000201114750907F00X	Family Sub	5/18/2011	$107.82	$107.82	0%	$0.00
00002011157502G1750X	Single	5/31/2011	$45.87	$45.87	0%	$0.00
00002011159505S0950X	Single	6/6/2011	$45.87	$45.87	0%	$0.00
00002011159505S0950X	Single	6/6/2011	$106.40	$106.40	0%	$0.00
00002011159505S0950X	Single	6/6/2011	$6.71	$6.71	0%	$0.00
00002011159505S0950X	Single	6/6/2011	$25.55	$25.55	0%	$0.00
0000201113950O787E0X	Single	3/22/2011	$3.00	$3.00	0%	$0.00
0000201113950O787E0X	Single	3/22/2011	$10.27	$10.27	0%	$0.00
0000201113950O787E0X	Single	3/22/2011	$13.02	$13.02	0%	$0.00
0000201113950O787E0X	Single	3/22/2011	$16.32	$16.32	0%	$0.00
0000201113950O787E0X	Single	3/22/2011	$17.88	$17.88	0%	$0.00
00002011157505K5880X	Family Mer	5/13/2011	$45.87	$45.87	0%	$0.00
00002011157505K5880X	Family Mer	5/13/2011	$10.12	$10.12	0%	$0.00
00002011157505K5880X	Family Mer	5/13/2011	$10.27	$10.27	0%	$0.00
00002011157505K5880X	Family Mer	5/13/2011	$8.25	$8.25	0%	$0.00
00002011157505K5880X	Family Mer	5/13/2011	$1.69	$1.69	0%	$0.00
00002011157505K5880X	Family Mer	5/13/2011	$5.03	$5.03	0%	$0.00
00002011157505K5880X	Family Mer	5/13/2011	$3.36	$3.36	0%	$0.00
00002011157505K5880X	Family Mer	5/13/2011	$3.00	$3.00	0%	$0.00
0000201115750Z99580X	Family Mer	5/12/2011	$11.00	$11.00	0%	$0.00
0000201115750Z99580X	Family Mer	5/12/2011	$5.50	$5.50	0%	$0.00
000020111585O698X50X	Family Mer	5/18/2011	$5.50	$5.50	0%	$0.00
000020111585O698X50X	Family Mer	5/18/2011	$5.00	$5.00	0%	$0.00
000020111585O698X50X	Family Mer	5/18/2011	$5.50	$5.50	0%	$0.00
00002011157500N8250X	Family Sub	5/31/2011	$78.80	$78.80	0%	$0.00
00002011157502K1400X	Family Mer	4/28/2011	$45.87	$45.87	0%	$0.00
00002011157502K1400X	Family Mer	4/28/2011	$6.71	$6.71	0%	$0.00
0000201115953033170T	Family Mer	6/7/2011	$139.55	$139.55	0%	$0.00
0000201115953033170T	Family Mer	6/7/2011	$129.39	$129.39	0%	$0.00
0000201116050E24740X	Family Mer	6/7/2011	$93.65	$93.65	0%	$0.00
0000201116050Q34130X	Family Sub	6/6/2011	$78.80	$78.80	0%	$0.00
00002011158503476E0X	Family Mer	6/2/2011	$45.87	$45.87	0%	$0.00

00002011158503476E0X	Family Mer	6/2/2011	$18.62	$18.62	0%	$0.00
0000201115850934S60X	Family Mer	6/3/2011	$45.87	$45.87	0%	$0.00
0000201115850934S60X	Family Mer	6/3/2011	$12.73	$12.73	0%	$0.00
00002011159507S4430X	Family Mer	6/6/2011	$45.87	$45.87	0%	$0.00
0000201115750Z55330X	Single	6/2/2011	$14.29	$14.29	0%	$0.00
0000201115753020860T	Family Sub	6/1/2011	$6.94	$6.94	0%	$0.00
00002011158500380F0X	Family Sub	6/1/2011	$7.96	$7.96	0%	$0.00
00002011158500380F0X	Family Sub	6/1/2011	$2.57	$2.57	0%	$0.00
00002011158500380F0X	Family Sub	6/1/2011	$8.87	$8.87	0%	$0.00
00002011158500380F0X	Family Sub	6/1/2011	$11.79	$11.79	0%	$0.00
00002011158500380F0X	Family Sub	6/1/2011	$12.37	$12.37	0%	$0.00
00002011158500380F0X	Family Sub	6/1/2011	$3.66	$3.66	0%	$0.00
00002011158500380F0X	Family Sub	6/1/2011	$2.57	$2.57	0%	$0.00
00002011158500380F0X	Family Sub	6/1/2011	$9.08	$9.08	0%	$0.00
00002011158500380F0X	Family Sub	6/1/2011	$1.85	$1.85	0%	$0.00
0000201116150171Z60X	Family Sub	5/25/2011	$45.87	$45.87	0%	$0.00
0000201116150171Z60X	Family Sub	5/25/2011	$6.71	$6.71	0%	$0.00
0000201116150171Z60X	Family Sub	5/25/2011	$106.40	$106.40	0%	$0.00
0000201116050J83400X	Family Mer	6/4/2011	$45.87	$45.87	0%	$0.00
0000201116050J83400X	Family Mer	6/4/2011	$23.82	$23.82	0%	$0.00
00002011158530144 80T	Single	6/3/2011	$11.51	$11.51	0%	$0.00
00002011158530144 80T	Single	6/3/2011	$1.85	$1.85	0%	$0.00
0000201116150034N60X	Single	5/19/2011	$45.87	$45.87	0%	$0.00
0000201116150034N60X	Single	5/19/2011	$8.25	$8.25	0%	$0.00
0000201116150034N60X	Single	5/19/2011	$6.71	$6.71	0%	$0.00
00002011160509558Z0X	Single	6/1/2011	$10.83	$10.83	0%	$0.00
0000201116150612U30X	Single	6/2/2011	$93.23	$93.23	0%	$0.00
00002011157509L3660X	Family Sub	5/31/2011	$47.68	$47.68	0%	$0.00
00002011157509L3660X	Family Sub	5/31/2011	$8.25	$8.25	0%	$0.00
00002011157509L3660X	Family Sub	5/31/2011	$13.78	$13.78	0%	$0.00
00002011157509L3660X	Family Sub	5/31/2011	$16.32	$16.32	0%	$0.00
00002011157509L3660X	Family Sub	5/31/2011	$6.68	$6.68	0%	$0.00
00002011157509L3660X	Family Sub	5/31/2011	$6.71	$6.71	0%	$0.00
0000201114750174H50X	Single	5/25/2011	$1.87	$1.87	0%	$0.00
0000201115750X26330X	Single	5/19/2011	$45.87	$45.87	0%	$0.00
0000201116050D86910X	Family Sub	6/3/2011	$45.87	$45.87	0%	$0.00
000020111595045G030X	Family Mer	6/2/2011	$45.87	$45.87	0%	$0.00
00002011159502X6080X	Single	6/3/2011	$45.87	$45.87	0%	$0.00
00002011159502X6080X	Single	6/3/2011	$12.73	$12.73	0%	$0.00
00002011158501301G0X	Family Sub	6/3/2011	$45.87	$45.87	0%	$0.00
00002011158501301G0X	Family Sub	6/3/2011	$2.39	$2.39	0%	$0.00
00002011158501301G0X	Family Sub	6/3/2011	$25.55	$25.55	0%	$0.00
00002011157500A6430X	Family Sub	5/9/2011	$46.20	$46.20	0%	$0.00
00002011157500A6430X	Family Sub	5/9/2011	$4.87	$4.87	0%	$0.00
00002011157501A3760X	Family Sub	5/9/2011	$15.16	$15.16	0%	$0.00
00002011157505L8940X	Family Mer	6/1/2011	$45.87	$45.87	0%	$0.00
00002011157505L8940X	Family Mer	6/1/2011	$12.73	$12.73	0%	$0.00
00002011157505L8940X	Family Mer	6/1/2011	$8.25	$8.25	0%	$0.00
00002011157505L8940X	Family Mer	6/1/2011	$3.00	$3.00	0%	$0.00
0000201116150460G00X	Single	6/8/2011	$78.80	$78.80	0%	$0.00
0000201116150460G00X	Single	6/8/2011	$2.38	$2.38	0%	$0.00
0000201116150460G00X	Single	6/8/2011	$8.25	$8.25	0%	$0.00

0000201116150460G00X	Single	6/8/2011	$3.36	$3.36	0%	$0.00
0000201116150460G00X	Single	6/8/2011	$3.00	$3.00	0%	$0.00
00002011157505D5810X	Family Mer	5/30/2011	$45.87	$45.87	0%	$0.00
00002011157508F1070X	Single	5/31/2011	$45.87	$45.87	0%	$0.00
00002011157508F1070X	Single	5/31/2011	$16.32	$16.32	0%	$0.00
00002011157508F1070X	Single	5/31/2011	$8.76	$8.76	0%	$0.00
00002011157508F1070X	Single	5/31/2011	$3.00	$3.00	0%	$0.00
00002011157508F1070X	Single	5/31/2011	$99.18	$99.18	0%	$0.00
0000201115850704K30X	Single	5/31/2011	$11.80	$11.80	0%	$0.00
0000201116050T63490X	Family Sub	6/6/2011	$45.87	$45.87	0%	$0.00
0000201115753064630T	Family Mer	5/15/2011	$5.50	$5.50	0%	$0.00
0000201115753064630T	Family Mer	5/15/2011	$5.50	$5.50	0%	$0.00
0000201115753064630T	Family Mer	5/15/2011	$5.50	$5.50	0%	$0.00
0000201115753064630T	Family Mer	5/15/2011	$5.50	$5.50	0%	$0.00
00002011157506G0570X	Single	5/27/2011	$5.42	$5.42	0%	$0.00
00002011157506G0570X	Single	5/27/2011	$6.91	$6.91	0%	$0.00
00002011157506G0570X	Single	5/27/2011	$6.91	$6.91	0%	$0.00
0000201115953007510T	Single	5/31/2011	$17.41	$17.41	0%	$0.00
0000201115450446F00X	Single	5/28/2011	$84.54	$84.54	0%	$0.00
0000201115850211 4G0X	Family Mer	6/1/2011	$14.29	$14.29	0%	$0.00
00002011157500N7770X	Family Sub	5/31/2011	$45.87	$45.87	0%	$0.00
00002011157509A1470X	Single	5/29/2011	$460.00	$460.00	0%	$0.00
00002011157509A1470X	Single	5/29/2011	$43.20	$43.20	0%	$0.00
0000201115595097E390X	Single	6/6/2011	$45.87	$45.87	0%	$0.00
0000201115455046F520X	Single	5/19/2011	$3.00	$3.00	0%	$0.00
0000201115455046F520X	Single	5/19/2011	$14.65	$14.65	0%	$0.00
0000201115455046F520X	Single	5/19/2011	$8.25	$8.25	0%	$0.00
0000201115455046F520X	Single	5/19/2011	$9.43	$9.43	0%	$0.00
0000201115455046F520X	Single	5/19/2011	$8.98	$8.98	0%	$0.00
0000201115455046F520X	Single	5/19/2011	$16.32	$16.32	0%	$0.00
0000201115455046F520X	Single	5/19/2011	$17.88	$17.88	0%	$0.00
00002011157502G2390X	Single	5/27/2011	$78.80	$78.80	0%	$0.00
00002011157502G2390X	Single	5/27/2011	$2.11	$2.11	0%	$0.00
00002011157502G2390X	Single	5/27/2011	$1.39	$1.39	0%	$0.00
0000201115595028D760X	Single	5/24/2011	$246.40	$246.40	0%	$0.00
0000201116150662N00X	Single	5/24/2011	$11.00	$11.00	0%	$0.00
0000201116053055230T	Single	6/7/2011	$78.80	$78.80	0%	$0.00
0000201116053055230T	Single	6/7/2011	$25.55	$25.55	0%	$0.00
0000201116053055230T	Single	6/7/2011	$3.00	$3.00	0%	$0.00
0000201116053055230T	Single	6/7/2011	$8.25	$8.25	0%	$0.00
0000201116053055230T	Single	6/7/2011	$12.73	$12.73	0%	$0.00
0000201116053055230T	Single	6/7/2011	$5.06	$5.06	0%	$0.00
0000201115957W73270X	Family Mer	5/24/2011	$19.86	$19.86	0%	$0.00
0000201116057 0579A0X	Family Mer	5/19/2011	$13.38	$13.38	0%	$0.00
00002011157504B3320X	Family Mer	5/23/2011	$116.53	$116.53	0%	$0.00
00002011157504B3320X	Family Mer	5/25/2011	$38.36	$38.36	0%	$0.00
0000201115850 2535E0X	Family Mer	5/27/2011	$10.82	$10.82	0%	$0.00
0000201115850488Z50X	Family Mer	5/27/2011	$850.00	$850.00	0%	$0.00
0000201116150001X10X	Family Mer	5/9/2011	$203.39	$203.39	0%	$0.00
0000201116150505V30X	Family Mer	5/24/2011	$99.16	$99.16	0%	$0.00
0000201116150510V20X	Family Mer	5/20/2011	$99.16	$99.16	0%	$0.00
0000201116150510V90X	Family Mer	5/25/2011	$69.12	$69.12	0%	$0.00

0000201116150515V50X	Family Mer	5/23/2011	$99.16	$99.16	0%	$0.00
0000201116150653H10X	Family Mer	5/16/2011	$99.16	$99.16	0%	$0.00
0000201116150659P50X	Family Sub	6/7/2011	$45.87	$45.87	0%	$0.00
0000201116150659P50X	Family Sub	6/7/2011	$2.39	$2.39	0%	$0.00
0000201116150659P50X	Family Sub	6/7/2011	$25.55	$25.55	0%	$0.00
0000201116150163Z80X	Single	5/16/2011	$45.87	$45.87	0%	$0.00
0000201116150163Z80X	Single	5/16/2011	$2.38	$2.38	0%	$0.00
00002011157503H8460X	Single	5/26/2011	$16.78	$16.78	0%	$0.00
0000201115850364 9F0X	Family Mer	5/31/2011	$6.57	$6.57	0%	$0.00
0000201115850364 9F0X	Family Mer	5/31/2011	$35.40	$35.40	0%	$0.00
0000201115850364 9F0X	Family Mer	5/31/2011	$4.37	$4.37	0%	$0.00
0000201115850364 9F0X	Family Mer	5/31/2011	$3.00	$3.00	0%	$0.00
0000201116150611X00X	Family Mer	5/31/2011	$19.09	$19.09	0%	$0.00
0000201116150775X10X	Family Mer	5/5/2011	$60.00	$60.00	0%	$0.00
00002011147508 6Z270X	Single	5/17/2011	$36.40	$36.40	0%	$0.00
0000201115850170V60X	Single	4/27/2011	$47.68	$47.68	0%	$0.00
0000201115850170V60X	Single	4/27/2011	$27.26	$27.26	0%	$0.00
0000201115850738 6E0X	Single	5/27/2011	$19.09	$19.09	0%	$0.00
0000201116050440 6V0X	Family Mer	6/6/2011	$45.87	$45.87	0%	$0.00
0000201114650266 6U0X	Single	5/20/2011	$45.87	$45.87	0%	$0.00
000020100695710S160X	Family Sub	2/19/2010	$0.42	$0.42	0%	$0.00
000020100695710S160X	Family Sub	2/19/2010	($52.40)	($52.40)	0%	$0.00
000020100695710S160X	Family Sub	2/19/2010	$52.19	$52.19	0%	$0.00
000020100745704B590X	Family Sub	3/1/2010	($18.39)	($18.39)	0%	$0.00
000020100745704B590X	Family Sub	3/1/2010	$19.09	$19.09	0%	$0.00
0000201115850896 7F0X	Family Sub	6/1/2011	$39.71	$39.71	0%	$0.00
0000201115850896 7F0X	Family Sub	6/1/2011	$71.91	$71.91	0%	$0.00
0000201115812005000C	Family Mer	5/9/2011	$78.07	$78.07	0%	$0.00
00002011159500T1470X	Family Mer	6/6/2011	$45.87	$45.87	0%	$0.00
00002011159500T1470X	Family Mer	6/6/2011	$2.71	$2.71	0%	$0.00
00002011159500T1470X	Family Mer	6/6/2011	$6.71	$6.71	0%	$0.00
0000201115450244C60X	Family Sub	6/1/2011	$8.25	$8.25	0%	$0.00
0000201115450244C60X	Family Sub	6/1/2011	$12.52	$12.52	0%	$0.00
000020111595002G820X	Family Sub	6/1/2011	$3.60	$3.60	0%	$0.00
000020111595002G820X	Family Sub	6/1/2011	$11.59	$11.59	0%	$0.00
0000201115850233Z10X	Family Mer	5/27/2011	$69.20	$69.20	0%	$0.00
0000201115850233Z10X	Family Mer	5/27/2011	$69.20	$69.20	0%	$0.00
0000201115850233Z10X	Family Mer	5/27/2011	$66.75	$66.75	0%	$0.00
0000201116050K89310X	Family Sub	6/6/2011	$45.87	$45.87	0%	$0.00
00002011159508W5300X	Family Sub	5/27/2011	$45.87	$45.87	0%	$0.00
0000201116150174Z30X	Family Sub	5/16/2011	$45.87	$45.87	0%	$0.00
0000201115850444W20X	Family Mer	6/3/2011	$76.72	$76.72	0%	$0.00
0000201115850444W20X	Family Mer	6/3/2011	$23.93	$23.93	0%	$0.00
0000201115850444W20X	Family Mer	6/3/2011	$24.61	$24.61	0%	$0.00
0000201115850833 4F0X	Family Mer	6/4/2011	$35.99	$35.99	0%	$0.00
00002011157500D5000X	Family Mer	5/16/2011	$94.09	$94.09	0%	$0.00
00002011157500D5000X	Family Mer	5/16/2011	$45.87	$45.87	0%	$0.00
00002011157500D5000X	Family Mer	5/16/2011	$10.27	$10.27	0%	$0.00
00002011157500D5000X	Family Mer	5/16/2011	$13.02	$13.02	0%	$0.00
00002011157500D5000X	Family Mer	5/16/2011	$8.25	$8.25	0%	$0.00
00002011157500D5000X	Family Mer	5/16/2011	$5.03	$5.03	0%	$0.00
00002011157500D5000X	Family Mer	5/16/2011	$4.88	$4.88	0%	$0.00

00002011157500D5000X	Family Mer	5/16/2011	$2.38	$2.38	0%	$0.00
00002011157500D5000X	Family Mer	5/16/2011	$3.00	$3.00	0%	$0.00
0000201116153012630T	Family Sub	6/7/2011	$9.08	$9.08	0%	$0.00
00002011595075B200X	Single	6/2/2011	$5.08	$5.08	0%	$0.00
00002011595075B200X	Single	6/2/2011	$5.55	$5.55	0%	$0.00
0000201116050969V0X	Single	6/2/2011	$8.60	$8.60	0%	$0.00
0000201116050969V0X	Single	6/2/2011	$8.94	$8.94	0%	$0.00
0000201116050969V0X	Single	6/2/2011	$10.03	$10.03	0%	$0.00
0000201116050969V0X	Single	6/2/2011	$10.31	$10.31	0%	$0.00
0000201116050969V0X	Single	6/2/2011	$1.71	$1.71	0%	$0.00
0000201116050969V0X	Single	6/2/2011	$6.47	$6.47	0%	$0.00
0000201116050969V0X	Single	6/2/2011	$11.88	$11.88	0%	$0.00
0000201116050969V0X	Single	6/2/2011	$8.80	$8.80	0%	$0.00
0000201116050J87680X	Family Sub	6/5/2011	$45.87	$45.87	0%	$0.00
0000201116050J87680X	Family Sub	6/5/2011	$21.58	$21.58	0%	$0.00
0000201116050J87680X	Family Sub	6/5/2011	$0.60	$0.60	0%	$0.00
0000201116050J87680X	Family Sub	6/5/2011	$25.55	$25.55	0%	$0.00
0000201116050J87680X	Family Sub	6/5/2011	$8.27	$8.27	0%	$0.00
0000201116050J87680X	Family Sub	6/5/2011	$25.55	$25.55	0%	$0.00
0000201116050P24660X	Family Mer	5/31/2011	$69.20	$69.20	0%	$0.00
0000201116050P24660X	Family Mer	5/31/2011	$66.75	$66.75	0%	$0.00
0000201116150499J60X	Family Mer	5/30/2011	$93.73	$93.73	0%	$0.00
0000201115850710P80X	Family Mer	6/3/2011	$45.87	$45.87	0%	$0.00
0000201115850710P80X	Family Mer	6/3/2011	$33.83	$33.83	0%	$0.00
0000201115850710P80X	Family Mer	6/3/2011	$29.56	$29.56	0%	$0.00
0000201115850710P80X	Family Mer	6/3/2011	$12.73	$12.73	0%	$0.00
0000201116050F62100X	Family Sub	6/3/2011	$45.87	$45.87	0%	$0.00
0000201116050V33650X	Family Sub	6/3/2011	$223.00	$223.00	0%	$0.00
0000201116150878W10X	Family Sub	6/1/2011	$78.80	$78.80	0%	$0.00
0000201116150878W10X	Family Sub	6/1/2011	$18.62	$18.62	0%	$0.00
0000201116150878W10X	Family Sub	6/1/2011	$23.82	$23.82	0%	$0.00
0000201116150878W10X	Family Sub	6/1/2011	$8.25	$8.25	0%	$0.00
00002011405021J470X	Single	5/13/2011	$78.80	$78.80	0%	$0.00
00002011405021J470X	Single	5/13/2011	$6.09	$6.09	0%	$0.00
00002011405021J470X	Single	5/13/2011	$0.11	$0.11	0%	$0.00
00002011405021J470X	Single	5/13/2011	$51.09	$51.09	0%	$0.00
00002011157503J9770X	Single	5/29/2011	$188.80	$188.80	0%	$0.00
00002011595011D000X	Single	6/6/2011	$45.87	$45.87	0%	$0.00
0000201116050A84610X	Single	6/2/2011	$116.83	$116.83	0%	$0.00
0000201116050A84610X	Single	6/2/2011	$32.04	$32.04	0%	$0.00
0000201116050A84610X	Single	6/2/2011	$11.31	$11.31	0%	$0.00
0000201114650 2829V0X	Family Mer	5/20/2011	$45.87	$45.87	0%	$0.00
0000201116150687K20X	Family Mer	6/9/2011	$3.36	$3.36	0%	$0.00
0000201116150687K20X	Family Mer	6/9/2011	$5.06	$5.06	0%	$0.00
0000201116150687K20X	Family Mer	6/9/2011	$25.55	$25.55	0%	$0.00
0000201114450975P10X	Family Mer	5/20/2011	$78.07	$78.07	0%	$0.00
0000201114450975P10X	Family Mer	5/20/2011	$23.97	$23.97	0%	$0.00
0000201114450975P10X	Family Mer	5/20/2011	$28.96	$28.96	0%	$0.00
0000201114450975P10X	Family Mer	5/20/2011	$0.43	$0.43	0%	$0.00
0000201116050B86210X	Family Mer	6/7/2011	$75.52	$75.52	0%	$0.00
0000201116050B86210X	Family Mer	6/7/2011	$5.94	$5.94	0%	$0.00
0000201116050B86210X	Family Mer	6/7/2011	$19.24	$19.24	0%	$0.00

0000201115850372P20X	Family Mer	5/25/2011	$10.39	$10.39	0%	$0.00
0000201115850372P20X	Family Mer	5/25/2011	$9.53	$9.53	0%	$0.00
0000201115850488Z30X	Family Mer	5/25/2011	$622.20	$622.20	0%	$0.00
0000201115850488Z30X	Family Mer	5/25/2011	$387.60	$387.60	0%	$0.00
0000201115850571S50X	Family Mer	6/1/2011	$78.80	$78.80	0%	$0.00
0000201115850895X10X	Single	5/31/2011	$19.09	$19.09	0%	$0.00
00002011159509S9510X	Single	5/12/2011	$45.87	$45.87	0%	$0.00
00002011159509S9510X	Single	5/12/2011	$8.25	$8.25	0%	$0.00
00002011159509S9510X	Single	5/12/2011	$2.49	$2.49	0%	$0.00
00002011159509S9510X	Single	5/12/2011	$9.43	$9.43	0%	$0.00
00002011159509S9510X	Single	5/12/2011	$3.00	$3.00	0%	$0.00
00002011159509S9510X	Single	5/12/2011	$8.98	$8.98	0%	$0.00
00002011159509S9510X	Single	5/12/2011	$7.94	$7.94	0%	$0.00
00002011159509S9510X	Single	5/12/2011	$7.00	$7.00	0%	$0.00
00002011159509S9510X	Single	5/12/2011	$5.86	$5.86	0%	$0.00
00002011159509S9510X	Single	5/12/2011	$13.02	$13.02	0%	$0.00
0000201116150066N90X	Family Mer	########	$78.80	$78.80	0%	$0.00
0000201116150066N90X	Family Mer	########	$9.27	$9.27	0%	$0.00
0000201116150066N90X	Family Mer	########	$13.02	$13.02	0%	$0.00
0000201116150066N90X	Family Mer	########	$3.45	$3.45	0%	$0.00
0000201116150066N90X	Family Mer	########	$3.00	$3.00	0%	$0.00
0000201116150066N90X	Family Mer	########	$26.41	$26.41	0%	$0.00
00002011118509W9790X	Family Mer	4/21/2011	$560.00	$560.00	0%	$0.00
00002011118509W9790X	Family Mer	4/21/2011	$78.40	$78.40	0%	$0.00
00002011118509W9790X	Family Mer	4/21/2011	$36.00	$36.00	0%	$0.00
00002011118509W9790X	Family Mer	4/21/2011	$8.00	$8.00	0%	$0.00
00002011118509W9790X	Family Mer	4/21/2011	$120.00	$120.00	0%	$0.00
00002011118509W9790X	Family Mer	4/21/2011	$40.00	$40.00	0%	$0.00
00002011118509W9790X	Family Mer	4/21/2011	$120.00	$120.00	0%	$0.00
00002011118509W9790X	Family Mer	4/21/2011	$120.00	$120.00	0%	$0.00
00002011118509W9790X	Family Mer	4/21/2011	$12.00	$12.00	0%	$0.00
00002011118509W9790X	Family Mer	4/21/2011	$12.00	$12.00	0%	$0.00
00002011118509W9790X	Family Mer	4/21/2011	$16.00	$16.00	0%	$0.00
00002011118509W9790X	Family Mer	4/21/2011	$20.00	$20.00	0%	$0.00
00002011118509W9790X	Family Mer	4/21/2011	$8.00	$8.00	0%	$0.00
00002011118509W9790X	Family Mer	4/21/2011	$4.00	$4.00	0%	$0.00
00002011118509W9790X	Family Mer	4/21/2011	$20.00	$20.00	0%	$0.00
00002011118509W9790X	Family Mer	4/21/2011	$60.00	$60.00	0%	$0.00
00002011118509W9790X	Family Mer	4/21/2011	$8.00	$8.00	0%	$0.00
00002011118509W9790X	Family Mer	4/21/2011	$2.40	$2.40	0%	$0.00
0000201115750Z71460X	Family Sub	6/1/2011	$113.18	$113.18	0%	$0.00
00002011157502E6220X	Family Sub	5/31/2011	$78.07	$78.07	0%	$0.00
00002011157502E6220X	Family Sub	5/31/2011	$23.32	$23.32	0%	$0.00
0000201116050B22720X	Family Mer	5/31/2011	$167.50	$167.50	0%	$0.00
0000201116050U18170X	Family Mer	6/2/2011	$133.38	$133.38	0%	$0.00
0000201116150198F50X	Family Mer	6/3/2011	$83.12	$83.12	0%	$0.00
0000201116150197F10X	Family Sub	6/3/2011	$83.12	$83.12	0%	$0.00
0000201116050J39050X	Family Mer	6/8/2011	$85.41	$85.41	0%	$0.00
0000201116050J39050X	Family Mer	6/8/2011	$45.87	$45.87	0%	$0.00
0000201116050W77720X	Family Mer	6/8/2011	$76.72	$76.72	0%	$0.00
0000201116050W77720X	Family Mer	6/8/2011	$86.78	$86.78	0%	$0.00
0000201116050W77720X	Family Mer	6/8/2011	$24.61	$24.61	0%	$0.00

0000201116050W77720X	Family Mer	6/8/2011	$49.22	$49.22	0%	$0.00
0000201116050W77720X	Family Mer	6/8/2011	$121.80	$121.80	0%	$0.00
0000201116050W77720X	Family Mer	6/8/2011	$24.61	$24.61	0%	$0.00
0000201116050W77720X	Family Mer	6/8/2011	$77.94	$77.94	0%	$0.00
0000201116050W77720X	Family Mer	6/8/2011	$24.61	$24.61	0%	$0.00
00002011157506H9890X	Single	5/4/2011	$5.50	$5.50	0%	$0.00
00002011157506H9890X	Single	5/4/2011	$5.50	$5.50	0%	$0.00
0000201115750Y69930X	Family Mer	5/24/2011	$111.98	$111.98	0%	$0.00
0000201115750Y69930X	Family Mer	5/24/2011	$8.25	$8.25	0%	$0.00
0000201115750Y69930X	Family Mer	5/24/2011	$3.90	$3.90	0%	$0.00
0000201115850084 3B0X	Family Mer	6/3/2011	$45.87	$45.87	0%	$0.00
0000201114350U91550X	Single	5/12/2011	$9.59	$9.59	0%	$0.00
0000201114350U91550X	Single	5/12/2011	$13.02	$13.02	0%	$0.00
0000201116150612X40X	Family Sub	6/3/2011	$24.73	$24.73	0%	$0.00
0000201116150612X40X	Family Sub	6/3/2011	$0.32	$0.32	0%	$0.00
000020111590300 7740C	Family Mer	5/27/2011	$8.25	$8.25	0%	$0.00
000020111590300 7750C	Family Mer	5/27/2011	$58.60	$58.60	0%	$0.00
000020111590300 1450C	Family Mer	5/27/2011	$78.80	$78.80	0%	$0.00
000020111590300 1450C	Family Mer	5/27/2011	$8.25	$8.25	0%	$0.00
000020111590300 1450C	Family Mer	5/27/2011	$12.73	$12.73	0%	$0.00
000020111590300 1450C	Family Mer	5/27/2011	$16.73	$16.73	0%	$0.00
000020111590300 1450C	Family Mer	5/27/2011	$16.73	$16.73	0%	$0.00
000020111545017 9H70X	Family Mer	6/1/2011	$45.87	$45.87	0%	$0.00
000020111545017 9H70X	Family Mer	6/1/2011	$12.73	$12.73	0%	$0.00
000020111595029G910X	Family Mer	6/6/2011	$35.99	$35.99	0%	$0.00
000020111545058 0D71X	Single	4/25/2011	$49.07	$49.07	0%	$0.00
000020111545058 0D71X	Single	4/25/2011	$0.00	$0.00	0%	$0.00
000020111405082D241X	Family Mer	5/12/2011	$25.00	$25.00	0%	$0.00
000020111325084 0N61X	Family Mer	5/4/2011	$25.00	$25.00	0%	$0.00
000020111325084 0N61X	Family Mer	5/4/2011	$0.00	$0.00	0%	$0.00
000020111445065 6S30X	Single	5/19/2011	$1.52	$1.52	0%	$0.00
000020111445065 6S30X	Single	5/19/2011	$0.00	$0.00	0%	$0.00
000020111455010L411X	Single	5/19/2011	$3.16	$3.16	0%	$0.00
111484146555019	Family Mer	5/28/2011	$159.93	$159.93	0%	$0.00
111515803481006	Family Mer	5/31/2011	$104.63	$104.63	0%	$0.00
111545131517028	Single	6/3/2011	$8.62	$8.62	0%	$0.00
111514726673014	Single	5/31/2011	$65.06	$65.06	0%	$0.00
111514730825015	Single	5/31/2011	$116.83	$116.83	0%	$0.00
111523565832018	Family Mer	6/1/2011	$119.84	$119.84	0%	$0.00
111506103092022	Family Mer	5/30/2011	$52.01	$52.01	0%	$0.00
111537173992013	Single	6/2/2011	$36.09	$36.09	0%	$0.00
111526624961030	Single	6/1/2011	$111.58	$111.58	0%	$0.00
111505833683016	Single	5/30/2011	$215.12	$215.12	0%	$0.00
111516730854022	Single	5/31/2011	$47.62	$47.62	0%	$0.00
111545505821011	Family Mer	6/3/2011	$140.90	$140.90	0%	$0.00
111536378557016	Family Mer	6/2/2011	$3.22	$3.22	0%	$0.00
111505248749020	Single	5/30/2011	$17.60	$17.60	0%	$0.00
111484499020018	Family Mer	5/28/2011	$52.15	$52.15	0%	$0.00
111485123779021	Family Mer	5/28/2011	$17.06	$17.06	0%	$0.00
111433065118005	Single	5/23/2011	($0.50)	($0.50)	0%	$0.00
111411104559001	Family Mer	5/21/2011	($366.99)	($366.99)	0%	$0.00
111545365386015	Family Mer	6/3/2011	$14.32	$14.32	0%	$0.00

111545738148024	Single	6/3/2011	$59.21	$59.21	0%	$0.00
111534081838020	Family Mer	6/2/2011	$133.33	$133.33	0%	$0.00
111483498473013	Single	5/28/2011	$90.45	$90.45	0%	$0.00
111537887385015	Single	6/2/2011	$94.48	$94.48	0%	$0.00
111537891217015	Single	6/2/2011	$18.83	$18.83	0%	$0.00
111527001533025	Single	6/1/2011	$37.99	$37.99	0%	$0.00
111537507628007	Single	6/2/2011	$18.64	$18.64	0%	$0.00
111546430809017	Single	6/3/2011	$59.60	$59.60	0%	$0.00
111476062254027	Single	5/27/2011	($115.69)	($115.69)	0%	$0.00
111483890623016	Single	5/28/2011	$378.66	$378.66	0%	$0.00
111515942349024	Single	5/31/2011	$0.04	$0.04	0%	$0.00
111515942376024	Single	5/31/2011	$157.54	$157.54	0%	$0.00
111542069358003	Single	6/3/2011	$12.65	$12.65	0%	$0.00
111542277406004	Single	6/3/2011	$111.58	$111.58	0%	$0.00
111516769861019	Family Mer	5/31/2011	$21.45	$21.45	0%	$0.00
111547199159005	Family Mer	6/3/2011	$159.64	$159.64	0%	$0.00
111547204233002	Family Mer	6/3/2011	$4.39	$4.39	0%	$0.00
111516238228025	Single	5/31/2011	$85.42	$85.42	0%	$0.00
111536574523001	Single	6/2/2011	$176.75	$176.75	0%	$0.00
111545238520020	Single	6/3/2011	$2.63	$2.63	0%	$0.00
111542941274013	Single	6/3/2011	$597.67	$597.67	0%	$0.00
111487159149007	Single	5/28/2011	$191.77	$191.77	0%	$0.00
111504856128024	Family Mer	5/30/2011	$87.33	$87.33	0%	$0.00
111433977649025	Single	5/23/2011	($6.62)	($6.62)	0%	$0.00
111404066855002	Single	5/20/2011	($159.64)	($159.64)	0%	$0.00
111525149438028	Single	6/1/2011	$0.19	$0.19	0%	$0.00
111495337262005	Single	5/29/2011	$52.98	$52.98	0%	$0.00
111504126102005	Single	5/30/2011	$2.93	$2.93	0%	$0.00
111504133710020	Single	5/30/2011	$1.47	$1.47	0%	$0.00
111504184280009	Single	5/30/2011	$12.20	$12.20	0%	$0.00
111532496743005	Single	6/2/2011	$5.90	$5.90	0%	$0.00
111506160404024	Family Mer	5/30/2011	$120.26	$120.26	0%	$0.00
111497290092008	Single	5/29/2011	$49.59	$49.59	0%	$0.00
111516707980001	Single	5/31/2011	$91.93	$91.93	0%	$0.00
111536187625011	Family Mer	6/2/2011	$161.70	$161.70	0%	$0.00
111525314175013	Single	6/1/2011	$58.03	$58.03	0%	$0.00
111525320146030	Single	6/1/2011	$4.85	$4.85	0%	$0.00
111525548500017	Single	6/1/2011	$45.59	$45.59	0%	$0.00
111516508719001	Family Mer	5/31/2011	$336.89	$336.89	0%	$0.00
111516546417014	Single	5/31/2011	$0.68	$0.68	0%	$0.00
111373459931001	Family Mer	5/17/2011	($119.84)	($119.84)	0%	$0.00
111534230433027	Single	6/2/2011	$0.99	$0.99	0%	$0.00
111544343991022	Family Mer	6/3/2011	$191.87	$191.87	0%	$0.00
111545332552014	Family Mer	6/3/2011	$159.01	$159.01	0%	$0.00
111485148090030	Single	5/28/2011	$120.24	$120.24	0%	$0.00
111485148115030	Single	5/28/2011	$191.29	$191.29	0%	$0.00
111544452651027	Single	6/3/2011	$2.63	$2.63	0%	$0.00
111515229040004	Single	5/31/2011	$2.28	$2.28	0%	$0.00
111515229361022	Single	5/31/2011	$368.32	$368.32	0%	$0.00
111480048758026	Family Mer	5/28/2011	$59.46	$59.46	0%	$0.00
111514011163008	Single	5/31/2011	$134.12	$134.12	0%	$0.00
111515950998019	Single	5/31/2011	$116.88	$116.88	0%	$0.00

111515951522008	Single	5/31/2011	$239.25	$239.25	0%	$0.00
111381632282008	Single	5/18/2011	($7.77)	($7.77)	0%	$0.00
111381632661026	Single	5/18/2011	($134.41)	($134.41)	0%	$0.00
111483324640026	Single	5/28/2011	$7.87	$7.87	0%	$0.00
111483327724027	Single	5/28/2011	$134.46	$134.46	0%	$0.00
111540127022003	Single	6/3/2011	$119.52	$119.52	0%	$0.00
111513770215023	Single	5/31/2011	$31.61	$31.61	0%	$0.00
111527137994007	Single	6/1/2011	$59.83	$59.83	0%	$0.00
111533770737020	Family Mer	6/2/2011	$10.27	$10.27	0%	$0.00
111541089726027	Single	6/3/2011	$7.61	$7.61	0%	$0.00
111544045033029	Single	6/3/2011	$93.86	$93.86	0%	$0.00
111544678575026	Single	6/3/2011	$6.54	$6.54	0%	$0.00
111544231545026	Single	6/3/2011	$37.07	$37.07	0%	$0.00
111538363316023	Family Mer	6/2/2011	$34.93	$34.93	0%	$0.00
111513722214012	Single	5/31/2011	$20.79	$20.79	0%	$0.00
111384983479014	Single	5/18/2011	($26.92)	($26.92)	0%	$0.00
111535977963027	Family Mer	6/2/2011	$5.41	$5.41	0%	$0.00
111526222266005	Single	6/1/2011	$232.36	$232.36	0%	$0.00
111525900752002	Single	6/1/2011	$0.44	$0.44	0%	$0.00
111504944326001	Single	5/30/2011	$109.45	$109.45	0%	$0.00
111534135493017	Family Mer	6/2/2011	$117.83	$117.83	0%	$0.00
111534136950011	Family Mer	6/2/2011	$288.12	$288.12	0%	$0.00
111545299115011	Single	6/3/2011	$159.41	$159.41	0%	$0.00
111483669670027	Single	5/28/2011	$632.47	$632.47	0%	$0.00
111483674667013	Single	5/28/2011	$57.52	$57.52	0%	$0.00
111516184144022	Single	5/31/2011	$117.23	$117.23	0%	$0.00
111516185352025	Single	5/31/2011	$192.39	$192.39	0%	$0.00
111516195887020	Single	5/31/2011	$30.47	$30.47	0%	$0.00
111525974907015	Single	6/1/2011	$70.34	$70.34	0%	$0.00
111484230662015	Family Mer	5/28/2011	$5.27	$5.27	0%	$0.00
111484233277016	Family Mer	5/28/2011	$2.68	$2.68	0%	$0.00
111523773570014	Family Mer	6/1/2011	$387.10	$387.10	0%	$0.00
111404537607017	Single	5/20/2011	($118.77)	($118.77)	0%	$0.00
111525916743030	Single	6/1/2011	$118.36	$118.36	0%	$0.00
111431980709018	Single	5/23/2011	($34.27)	($34.27)	0%	$0.00
111525621734002	Single	6/1/2011	$367.97	$367.97	0%	$0.00
111546636242011	Single	6/3/2011	$4.72	$4.72	0%	$0.00
111546641377012	Single	6/3/2011	$12.51	$12.51	0%	$0.00
111377369198028	Family Mer	5/17/2011	($89.29)	($89.29)	0%	$0.00
111543920486003	Single	6/3/2011	$267.37	$267.37	0%	$0.00
111330143377017	Family Mer	5/13/2011	($50.99)	($50.99)	0%	$0.00
111523445298018	Single	6/1/2011	$64.65	$64.65	0%	$0.00
111421120917009	Family Mer	5/22/2011	($119.67)	($119.67)	0%	$0.00
111488232906008	Family Mer	5/28/2011	$18.83	$18.83	0%	$0.00
111488239079003	Family Mer	5/28/2011	$13.39	$13.39	0%	$0.00
111513968242004	Family Mer	5/31/2011	$5.55	$5.55	0%	$0.00
111513972096025	Family Mer	5/31/2011	$20.52	$20.52	0%	$0.00
111547093083015	Family Mer	6/3/2011	$110.90	$110.90	0%	$0.00
111524661273023	Family Mer	6/1/2011	$65.31	$65.31	0%	$0.00
111525324919030	Single	6/1/2011	$90.11	$90.11	0%	$0.00
111504797776001	Family Mer	5/30/2011	$5.41	$5.41	0%	$0.00
111504967084004	Single	5/30/2011	$25.11	$25.11	0%	$0.00

111515980330001	Family Mer	5/31/2011	$3.26	$3.26	0%	$0.00
111533584954007	Family Mer	6/2/2011	$3.22	$3.22	0%	$0.00
111493912643009	Single	5/29/2011	$82.36	$82.36	0%	$0.00
111536479264011	Family Mer	6/2/2011	$11.00	$11.00	0%	$0.00
111544404975021	Family Mer	6/3/2011	$159.15	$159.15	0%	$0.00
111516724065022	Single	5/31/2011	$61.99	$61.99	0%	$0.00
111416113604003	Family Mer	5/21/2011	($145.35)	($145.35)	0%	$0.00
111514067996019	Single	5/31/2011	$160.47	$160.47	0%	$0.00
111514069055024	Single	5/31/2011	$192.40	$192.40	0%	$0.00
111514070001026	Single	5/31/2011	$47.69	$47.69	0%	$0.00
111514072853006	Single	5/31/2011	$232.42	$232.42	0%	$0.00
111514077454005	Family Mer	5/31/2011	$7.92	$7.92	0%	$0.00
111514081782027	Family Mer	5/31/2011	$160.47	$160.47	0%	$0.00
111506398147027	Family Mer	5/30/2011	$28.78	$28.78	0%	$0.00
111544512672030	Family Mer	6/3/2011	$59.61	$59.61	0%	$0.00
111500410347025	Family Mer	5/30/2011	$382.16	$382.16	0%	$0.00
111506421809008	Family Mer	5/30/2011	$1.45	$1.45	0%	$0.00
111445552889019	Single	5/24/2011	($22.70)	($22.70)	0%	$0.00
111526352430023	Single	6/1/2011	$13.15	$13.15	0%	$0.00
111526355110012	Single	6/1/2011	$40.46	$40.46	0%	$0.00
111526357548005	Single	6/1/2011	$89.29	$89.29	0%	$0.00
111512567603016	Single	5/31/2011	$176.37	$176.37	0%	$0.00
111530134977002	Single	6/2/2011	$68.90	$68.90	0%	$0.00
111514889452024	Single	5/31/2011	$15.36	$15.36	0%	$0.00
111525299746029	Single	6/1/2011	$32.81	$32.81	0%	$0.00
111484320901013	Family Mer	5/28/2011	$9.66	$9.66	0%	$0.00
111504608271025	Family Mer	5/30/2011	$10.07	$10.07	0%	$0.00
111504621281029	Family Mer	5/30/2011	$16.85	$16.85	0%	$0.00
111503209172018	Single	5/30/2011	$87.44	$87.44	0%	$0.00
111503086719011	Single	5/30/2011	$123.16	$123.16	0%	$0.00
111536266183004	Family Mer	6/2/2011	$10.62	$10.62	0%	$0.00
111532988412023	Single	6/2/2011	$3.50	$3.50	0%	$0.00
111532990005030	Single	6/2/2011	$0.50	$0.50	0%	$0.00
111520155249007	Single	6/1/2011	$126.24	$126.24	0%	$0.00
111514371520029	Single	5/31/2011	$283.36	$283.36	0%	$0.00
111514373030007	Single	5/31/2011	$57.03	$57.03	0%	$0.00
111514374306011	Single	5/31/2011	$21.04	$21.04	0%	$0.00
111514376970012	Single	5/31/2011	$28.35	$28.35	0%	$0.00
111526075126022	Single	6/1/2011	$359.88	$359.88	0%	$0.00
111526080262015	Single	6/1/2011	$301.03	$301.03	0%	$0.00
111526082583013	Single	6/1/2011	$362.51	$362.51	0%	$0.00
111526085164010	Single	6/1/2011	$368.02	$368.02	0%	$0.00
111533716926028	Family Mer	6/2/2011	$107.04	$107.04	0%	$0.00
111546478415024	Single	6/3/2011	$115.68	$115.68	0%	$0.00
111546481856024	Single	6/3/2011	$58.63	$58.63	0%	$0.00
111544061442022	Family Mer	6/3/2011	$191.82	$191.82	0%	$0.00
111514188594007	Single	5/31/2011	$5.40	$5.40	0%	$0.00
111543851713013	Single	6/3/2011	$71.49	$71.49	0%	$0.00
111508021664020	Single	5/30/2011	$71.01	$71.01	0%	$0.00
111545168062021	Single	6/3/2011	$134.41	$134.41	0%	$0.00
111545448354015	Single	6/3/2011	$61.17	$61.17	0%	$0.00
111382683429028	Single	5/18/2011	($469.63)	($469.63)	0%	$0.00

111545821173024	Single	6/3/2011	$4.10	$4.10	0%	$0.00
111545825740002	Family Mer	6/3/2011	$0.99	$0.99	0%	$0.00
111543123500021	Single	6/3/2011	$35.18	$35.18	0%	$0.00
111385111715007	Family Mer	5/18/2011	($36.56)	($36.56)	0%	$0.00
111521127321023	Family Mer	6/1/2011	$3.61	$3.61	0%	$0.00
111385685938004	Single	5/18/2011	($103.07)	($103.07)	0%	$0.00
111544532771017	Single	6/3/2011	$669.69	$669.69	0%	$0.00
111493760710012	Single	5/29/2011	$3.76	$3.76	0%	$0.00
111516956508023	Single	5/31/2011	$59.61	$59.61	0%	$0.00
111516126152029	Single	5/31/2011	$50.63	$50.63	0%	$0.00
111487079322007	Family Mer	5/28/2011	$13.63	$13.63	0%	$0.00
111483584138026	Family Mer	5/28/2011	$11.15	$11.15	0%	$0.00
111483590183019	Family Mer	5/28/2011	$19.99	$19.99	0%	$0.00
111483908600006	Family Mer	5/28/2011	$221.02	$221.02	0%	$0.00
111484014257017	Family Mer	5/28/2011	$465.57	$465.57	0%	$0.00
111546301745021	Family Mer	6/3/2011	$25.90	$25.90	0%	$0.00
111543774711019	Family Mer	5/6/2011	$6.62	$6.62	0%	$0.00
111543981467014	Family Mer	4/14/2011	$5,178.60	$5,178.60	0%	$0.00
111544165109025	Family Mer	4/14/2011	$24.45	$24.45	0%	$0.00
111494115010017	Family Mer	5/29/2011	$11.72	$11.72	0%	$0.00
111487348919011	Single	5/28/2011	$15.71	$15.71	0%	$0.00
111515115474027	Single	5/31/2011	$111.33	$111.33	0%	$0.00
111503884791001	Family Mer	5/30/2011	$1.88	$1.88	0%	$0.00
111532962804009	Single	6/2/2011	$37.47	$37.47	0%	$0.00
111501990050015	Family Mer	5/30/2011	$8.90	$8.90	0%	$0.00
111498295589027	Single	5/29/2011	$191.39	$191.39	0%	$0.00
111534866243027	Single	6/2/2011	$3,688.35	$3,688.35	0%	$0.00
111534879514008	Single	6/2/2011	$1,275.60	$1,275.60	0%	$0.00
111497623718026	Family Mer	5/29/2011	$37.36	$37.36	0%	$0.00
111515533450008	Single	5/31/2011	$159.98	$159.98	0%	$0.00
111531365336009	Single	6/2/2011	$0.33	$0.33	0%	$0.00
111526550311010	Family Mer	6/1/2011	$107.04	$107.04	0%	$0.00
111517532524025	Single	5/31/2011	$17.86	$17.86	0%	$0.00
111517534371019	Single	5/31/2011	$3.04	$3.04	0%	$0.00
111516227996012	Single	5/31/2011	$3.26	$3.26	0%	$0.00
111523357491021	Single	6/1/2011	$12.02	$12.02	0%	$0.00
111543632621030	Single	6/3/2011	$6.18	$6.18	0%	$0.00
111535161397028	Single	6/2/2011	$383.92	$383.92	0%	$0.00
111546065171008	Single	6/3/2011	$160.47	$160.47	0%	$0.00
111544189741022	Family Mer	6/3/2011	$39.43	$39.43	0%	$0.00
111547873327010	Single	6/3/2011	$191.39	$191.39	0%	$0.00
111537964438015	Single	6/2/2011	$218.05	$218.05	0%	$0.00
111542630685013	Single	6/3/2011	$269.31	$269.31	0%	$0.00
111503669072001	Family Mer	5/30/2011	$10.34	$10.34	0%	$0.00
111527639655013	Family Mer	6/1/2011	$38.50	$38.50	0%	$0.00
111527676926018	Family Mer	6/1/2011	$69.77	$69.77	0%	$0.00
BUY-UP PLAN:			$130,855.77	##########	0%	$0.00
	TOTAL:		$287,256.72			

Account	Corporate	Invoice Prc	Invoice Nu	InvcPerFrD	InvcPerToD	ClmPerFrD	ClmPerToD	BARS Cus
21185	TX1	618139	230849	6/4/2011	6/10/2011	6/4/2011	6/10/2011	TX433

21185	TX1	618139	230849	6/4/2011	6/10/2011	6/4/2011	6/10/2011 TX433

21185	TX1	618139	230849	6/4/2011	6/10/2011	6/4/2011	6/10/2011 TX433

21185	TX1	618139	230849	6/4/2011	6/10/2011	6/4/2011	6/10/2011 TX433

21185	TX1	618139	230849	6/4/2011	6/10/2011	6/4/2011	6/10/2011 TX433

21185	TX1	618139	230849	6/4/2011	6/10/2011	6/4/2011	6/10/2011 TX433

21185	TX1	618139	230849	6/4/2011	6/10/2011	6/4/2011	6/10/2011 TX433

21185	TX1	618139	230849	6/4/2011	6/10/2011	6/4/2011	6/10/2011 TX433

21185	TX1	618139	230849	6/4/2011	6/10/2011	6/4/2011	6/10/2011 TX433

21185	TX1	618139	230849	6/4/2011	6/10/2011	6/4/2011	6/10/2011 TX433

21185	TX1	618139	230849	6/4/2011	6/10/2011	6/4/2011	6/10/2011 TX433

21185	TX1	618139	230849	6/4/2011	6/10/2011	6/4/2011	6/10/2011 TX433

21185	TX1	618139	230849	6/4/2011	6/10/2011	6/4/2011	6/10/2011 TX433

21185	TX1	618139	230849	6/4/2011	6/10/2011	6/4/2011	6/10/2011	TX433
21185	TX1	618139	230849	6/4/2011	6/10/2011	6/4/2011	6/10/2011	TX433
21185	TX1	618139	230849	6/4/2011	6/10/2011	6/4/2011	6/10/2011	TX433
21185	TX1	618139	230849	6/4/2011	6/10/2011	6/4/2011	6/10/2011	TX433
21185	TX1	618139	230849	6/4/2011	6/10/2011	6/4/2011	6/10/2011	TX433
21185	TX1	618139	230849	6/4/2011	6/10/2011	6/4/2011	6/10/2011	TX433
21185	TX1	618139	230849	6/4/2011	6/10/2011	6/4/2011	6/10/2011	TX433
21185	TX1	618139	230849	6/4/2011	6/10/2011	6/4/2011	6/10/2011	TX433
21185	TX1	618139	230849	6/4/2011	6/10/2011	6/4/2011	6/10/2011	TX433

Settlement	Association	Group Nbr	Section Nb	Group Nan	Coverage	Claim Type	Member ID	Document Control
1	2	21185	2	HIDALGO	Blue Cross	Basic Cove	8.39E+08	0000201115750U6(
1	2	21185	2	HIDALGO	Blue Cross	Basic Cove	8.39E+08	0000201114350B62
1	2	21185	2	HIDALGO	Blue Cross	Basic Cove	8.41E+08	0000201115750T79
1	2	21185	2	HIDALGO	Blue Cross	Basic Cove	8.41E+08	00002011159503N2
1	2	21185	2	HIDALGO	Blue Cross	Basic Cove	8.45E+08	00002011159502P7
1	2	21185	2	HIDALGO	Blue Cross	Basic Cove	8.44E+08	00002011159502P6
1	2	21185	2	HIDALGO	Blue Cross	Basic Cove	8.45E+08	00002011159503N2
1	2	21185	2	HIDALGO	Blue Cross	Basic Cove	8.36E+08	0000201115850675
1	2	21185	2	HIDALGO	Blue Cross	Basic Cove	8.39E+08	000020111615065Y
1	2	21185	2	HIDALGO	Blue Cross	Basic Cove	8.41E+08	0000201115750U54
1	2	21185	2	HIDALGO	Blue Cross	Basic Cove	8.41E+08	0000201115850659
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1	2	21185	2	HIDALGO	Blue Cross	Basic Cove	8.41E+08	0000201115850675
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1	2	21185	2	HIDALGO	Blue Cross	Basic Cove	8.38E+08	00002011159503N2
1	2	21185	2	HIDALGO	Blue Cross	Basic Cove	8.43E+08	0000201115750U54
1	2	21185	2	HIDALGO	Blue Cross	Basic Cove	8.38E+08	00002011159503N2
1	2	21185	2	HIDALGO	Blue Cross	Basic Cove	8.44E+08	0000201115750U04
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1	2	21185	2	HIDALGO	Blue Cross	Basic Cove	8.4E+08	00002011159509N0
1	2	21185	2	HIDALGO	Blue Shield	Basic Cove	8.39E+08	0000201115853025
1	2	21185	2	HIDALGO	Blue Shield	Basic Cove	8.39E+08	0000201115853025
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1	2	21185	2	HIDALGO	Blue Shield	Basic Cove	8.39E+08	0000201115850600
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1	2	21185	2	HIDALGO	Blue Shield	Basic Cove	8.4E+08	0000201116050F99
1	2	21185	2	HIDALGO	Blue Shield	Basic Cove	8.4E+08	0000201116050V52

1	2	21185	2	HIDALGO	Blue Shielc	Basic Cove	8.4E+08	0000201116050V52
1	2	21185	2	HIDALGO	Blue Shielc	Basic Cove	8.4E+08	0000201116050V52
1	2	21185	2	HIDALGO	Blue Shielc	Basic Cove	8.33E+08	0000201116003020
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1	2	21185	2	HIDALGO	Blue Shielc	Basic Cove	8.33E+08	0000201116003020
1	2	21185	2	HIDALGO	Blue Shielc	Basic Cove	8.38E+08	0000201116050A77
1	2	21185	2	HIDALGO	Blue Shielc	Basic Cove	8.38E+08	0000201116050A77
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1	2	21185	2	HIDALGO	Blue Shielc	Basic Cove	8.38E+08	0000201116050A77
1	2	21185	2	HIDALGO	Blue Shielc	Basic Cove	8.38E+08	0000201116050A77
1	2	21185	2	HIDALGO	Blue Shielc	Basic Cove	8.38E+08	0000201116050407
1	2	21185	2	HIDALGO	Blue Shielc	Basic Cove	8.38E+08	00002011157505K5
1	2	21185	2	HIDALGO	Blue Shielc	Basic Cove	8.38E+08	00002011157505K5
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1	2	21185	2	HIDALGO	Blue Shielc	Basic Cove	8.38E+08	00002011157505K5
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1	2	21185	2	HIDALGO	Blue Shielc	Basic Cove	8.42E+08	00002011159507S4
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1	2	21185	2	HIDALGO	Blue Shielc	Basic Cove	8.42E+08	0000201116150895
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1	2	21185	2	HIDALGO	Blue Shielc	Basic Cove	8.48E+08	000020111255028V
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1	2	21185	2	HIDALGO	Blue Shielc	Basic Cove	8.41E+08	0000201115753064
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1	2	21185	2	HIDALGO	Drug	Basic Cove	8.45E+08	111483946427022	
								BASIC PLAN:	

1	2	21185	12	HIDALGO	Blue Cross	Basic Cove	8.34E+08	0000201114711047	
1	2	21185	12	HIDALGO	Blue Cross	Basic Cove	8.39E+08	0000201115750U53	
1	2	21185	12	HIDALGO	Blue Cross	Basic Cove	8.42E+08	0000201115850665	
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								BUY-UP PLAN:	

Tier	Service Da	Gross Amt	Net Amt	Fee Percer	Fee Amt	Case Nbr
Single	5/29/2011	$3,942.11	$3,942.11	0%	$0.00	
Single	5/14/2011	$1,785.02	$1,785.02	0%	$0.00	
Single	5/26/2011	$9,119.34	$9,119.34	0%	$0.00	
Single	5/31/2011	$5,804.40	$5,804.40	0%	$0.00	
Single	5/4/2011	$137.42	$137.42	0%	$0.00	
Single	6/3/2011	$381.50	$381.50	0%	$0.00	
Family Sub	5/26/2011	$203.26	$203.26	0%	$0.00	
Family Sub	5/29/2011	$1,770.94	$1,770.94	0%	$0.00	
Single	5/29/2011	$350.74	$350.74	0%	$0.00	
Single	5/21/2011	$1,569.18	$1,569.18	0%	$0.00	
Family Mer	5/17/2011	$135.45	$135.45	0%	$0.00	
Family Mer	5/3/2011	$156.38	$156.38	0%	$0.00	
Family Mer	5/24/2011	$151.63	$151.63	0%	$0.00	
Family Mer	5/31/2011	$188.43	$188.43	0%	$0.00	
Family Mer	5/10/2011	$102.73	$102.73	0%	$0.00	
Single	5/25/2011	$3,417.85	$3,417.85	0%	$0.00	
Single	5/23/2011	$535.86	$535.86	0%	$0.00	
Single	5/26/2011	$64.00	$64.00	0%	$0.00	
Single	5/29/2011	$1,631.06	$1,631.06	0%	$0.00	
Single	6/1/2011	$513.82	$513.82	0%	$0.00	
Single	5/26/2011	$10,487.17	#########	0%	$0.00	
Family Mer	5/31/2011	$1,148.08	$1,148.08	0%	$0.00	
Single	5/12/2011	$103.53	$103.53	0%	$0.00	
Single	6/3/2011	$6.68	$6.68	0%	$0.00	
Single	6/3/2011	$11.79	$11.79	0%	$0.00	
Single	6/3/2011	$5.69	$5.69	0%	$0.00	
Single	6/3/2011	$17.23	$17.23	0%	$0.00	
Single	6/3/2011	$3.66	$3.66	0%	$0.00	
Single	6/3/2011	$1.85	$1.85	0%	$0.00	
Single	6/3/2011	$54.14	$54.14	0%	$0.00	
Single	6/3/2011	$5.50	$5.50	0%	$0.00	
Single	6/3/2011	$5.50	$5.50	0%	$0.00	
Single	6/3/2011	$5.50	$5.50	0%	$0.00	
Single	6/3/2011	$5.50	$5.50	0%	$0.00	
Single	6/3/2011	$5.50	$5.50	0%	$0.00	
Single	6/3/2011	$3.00	$3.00	0%	$0.00	
Single	6/2/2011	$65.87	$65.87	0%	$0.00	
Single	6/2/2011	$13.34	$13.34	0%	$0.00	
Single	6/2/2011	$4.14	$4.14	0%	$0.00	
Single	6/2/2011	$34.12	$34.12	0%	$0.00	
Single	6/2/2011	$34.12	$34.12	0%	$0.00	
Single	6/2/2011	$3.00	$3.00	0%	$0.00	
Single	6/3/2011	$22.76	$22.76	0%	$0.00	
Single	5/31/2011	$300.98	$300.98	0%	$0.00	
Single	5/29/2011	$13.53	$13.53	0%	$0.00	
Single	5/31/2011	$13.53	$13.53	0%	$0.00	
Single	5/31/2011	$13.53	$13.53	0%	$0.00	
Single	6/3/2011	$73.07	$73.07	0%	$0.00	
Single	6/3/2011	$23.32	$23.32	0%	$0.00	
Single	6/3/2011	$50.20	$50.20	0%	$0.00	
Single	6/3/2011	$4.14	$4.14	0%	$0.00	

Single	6/3/2011	$16.32	$16.32	0%	$0.00
Single	6/3/2011	$4.39	$4.39	0%	$0.00
Single	5/25/2011	$48.66	$48.66	0%	$0.00
Single	5/25/2011	$12.06	$12.06	0%	$0.00
Single	5/26/2011	$48.66	$48.66	0%	$0.00
Single	5/26/2011	$12.06	$12.06	0%	$0.00
Family Sub	6/2/2011	$4,367.33	$4,367.33	0%	$0.00
Family Sub	6/2/2011	$56.68	$56.68	0%	$0.00
Family Sub	6/2/2011	$274.22	$274.22	0%	$0.00
Family Sub	6/2/2011	$61.56	$61.56	0%	$0.00
Family Sub	6/2/2011	$12.47	$12.47	0%	$0.00
Family Sub	6/2/2011	$7.28	$7.28	0%	$0.00
Family Sub	5/16/2011	$40.87	$40.87	0%	$0.00
Family Sub	5/9/2011	$40.87	$40.87	0%	$0.00
Family Sub	5/9/2011	$10.27	$10.27	0%	$0.00
Family Sub	5/9/2011	$13.02	$13.02	0%	$0.00
Family Sub	5/9/2011	$8.25	$8.25	0%	$0.00
Family Sub	5/9/2011	$4.88	$4.88	0%	$0.00
Family Sub	5/9/2011	$3.00	$3.00	0%	$0.00
Family Mer	5/17/2011	$5.23	$5.23	0%	$0.00
Family Mer	5/17/2011	$3.36	$3.36	0%	$0.00
Family Mer	5/17/2011	$3.00	$3.00	0%	$0.00
Family Mer	6/3/2011	$14.09	$14.09	0%	$0.00
Single	6/1/2011	$84.78	$84.78	0%	$0.00
Single	6/1/2011	$10.86	$10.86	0%	$0.00
Single	6/1/2011	$3.00	$3.00	0%	$0.00
Single	6/1/2011	$8.93	$8.93	0%	$0.00
Single	6/4/2011	$73.07	$73.07	0%	$0.00
Single	6/4/2011	$21.58	$21.58	0%	$0.00
Single	6/4/2011	$16.45	$16.45	0%	$0.00
Single	6/4/2011	$0.60	$0.60	0%	$0.00
Single	6/4/2011	$25.55	$25.55	0%	$0.00
Single	6/4/2011	$3.26	$3.26	0%	$0.00
Single	6/4/2011	$25.55	$25.55	0%	$0.00
Single	6/2/2011	$58.36	$58.36	0%	$0.00
Single	6/2/2011	$10.12	$10.12	0%	$0.00
Single	6/2/2011	$0.02	$0.02	0%	$0.00
Single	6/2/2011	$43.43	$43.43	0%	$0.00
Single	6/2/2011	$30.06	$30.06	0%	$0.00
Single	6/2/2011	$12.73	$12.73	0%	$0.00
Single	6/2/2011	$16.73	$16.73	0%	$0.00
Single	6/2/2011	$8.76	$8.76	0%	$0.00
Single	6/2/2011	$13.02	$13.02	0%	$0.00
Single	6/2/2011	$9.27	$9.27	0%	$0.00
Single	6/2/2011	$3.00	$3.00	0%	$0.00
Single	########	$40.87	$40.87	0%	$0.00
Family Sub	5/3/2011	$37.23	$37.23	0%	$0.00
Family Sub	5/3/2011	$12.06	$12.06	0%	$0.00
Family Sub	5/3/2011	$4.45	$4.45	0%	$0.00
Family Sub	5/3/2011	$23.50	$23.50	0%	$0.00
Family Sub	5/3/2011	$10.48	$10.48	0%	$0.00
Family Sub	5/23/2011	$15.01	$15.01	0%	$0.00

Family Sub	5/23/2011	$10.48	$10.48	0%	$0.00
Family Sub	5/23/2011	$50.16	$50.16	0%	$0.00
Family Sub	5/31/2011	$15.01	$15.01	0%	$0.00
Family Sub	5/31/2011	$10.48	$10.48	0%	$0.00
Family Sub	5/31/2011	$50.16	$50.16	0%	$0.00
Family Sub	5/24/2011	$15.01	$15.01	0%	$0.00
Family Sub	5/24/2011	$10.48	$10.48	0%	$0.00
Family Sub	5/24/2011	$50.16	$50.16	0%	$0.00
Single	6/7/2011	$94.09	$94.09	0%	$0.00
Single	6/7/2011	$8.25	$8.25	0%	$0.00
Single	6/7/2011	$2.38	$2.38	0%	$0.00
Single	6/7/2011	$5.03	$5.03	0%	$0.00
Single	6/7/2011	$13.02	$13.02	0%	$0.00
Single	6/7/2011	$3.00	$3.00	0%	$0.00
Single	6/7/2011	$6.71	$6.71	0%	$0.00
Single	6/7/2011	$150.00	$150.00	0%	$0.00
Single	5/31/2011	$40.87	$40.87	0%	$0.00
Single	5/23/2011	$148.56	$148.56	0%	$0.00
Single	5/20/2011	$10.27	$10.27	0%	$0.00
Single	5/20/2011	$98.80	$98.80	0%	$0.00
Single	5/20/2011	$2.95	$2.95	0%	$0.00
Single	5/20/2011	$16.32	$16.32	0%	$0.00
Single	5/20/2011	$6.29	$6.29	0%	$0.00
Single	5/24/2011	$3.08	$3.08	0%	$0.00
Single	5/24/2011	$8.38	$8.38	0%	$0.00
Single	5/23/2011	$3.08	$3.08	0%	$0.00
Single	5/26/2011	$73.07	$73.07	0%	$0.00
Single	6/2/2011	$40.87	$40.87	0%	$0.00
Single	6/3/2011	$244.01	$244.01	0%	$0.00
Family Sub	6/6/2011	$94.09	$94.09	0%	$0.00
Family Sub	6/7/2011	$159.46	$159.46	0%	$0.00
Family Mer	5/26/2011	$40.87	$40.87	0%	$0.00
Family Mer	5/26/2011	$8.25	$8.25	0%	$0.00
Family Mer	5/26/2011	$3.00	$3.00	0%	$0.00
Single	5/31/2011	$475.65	$475.65	0%	$0.00
Single	5/31/2011	$813.83	$813.83	0%	$0.00
Single	5/31/2011	$7.58	$7.58	0%	$0.00
Family Sub	6/4/2011	$40.87	$40.87	0%	$0.00
Single	5/25/2011	$41.14	$41.14	0%	$0.00
Single	5/12/2011	$40.87	$40.87	0%	$0.00
Single	6/6/2011	$40.87	$40.87	0%	$0.00
Family Mer	5/6/2011	$40.87	$40.87	0%	$0.00
Family Mer	5/26/2011	$108.18	$108.18	0%	$0.00
Family Mer	5/6/2011	$73.80	$73.80	0%	$0.00
Family Mer	5/6/2011	$12.73	$12.73	0%	$0.00
Family Mer	5/6/2011	$16.73	$16.73	0%	$0.00
Family Mer	5/6/2011	$16.73	$16.73	0%	$0.00
Family Mer	5/6/2011	$8.25	$8.25	0%	$0.00
Single	6/1/2011	$8.93	$8.93	0%	$0.00
Single	6/1/2011	$3.82	$3.82	0%	$0.00
Single	6/1/2011	$4.16	$4.16	0%	$0.00
Single	6/1/2011	$9.43	$9.43	0%	$0.00

Single	6/1/2011	$13.02	$13.02	0%	$0.00
Single	6/1/2011	$5.42	$5.42	0%	$0.00
Single	6/1/2011	$8.76	$8.76	0%	$0.00
Single	6/1/2011	$16.32	$16.32	0%	$0.00
Single	6/1/2011	$2.71	$2.71	0%	$0.00
Single	6/1/2011	$3.00	$3.00	0%	$0.00
Family Sub	4/25/2011	$55.99	$55.99	0%	$0.00
Family Mer	4/12/2011	$12.79	$12.79	0%	$0.00
Family Mer	4/12/2011	$7.94	$7.94	0%	$0.00
Family Mer	4/12/2011	$16.32	$16.32	0%	$0.00
Family Mer	4/12/2011	$8.25	$8.25	0%	$0.00
Family Mer	4/2/2010	($6.94)	($6.94)	0%	$0.00
Single	6/7/2011	$165.96	$165.96	0%	$0.00
Single	6/2/2011	$79.89	$79.89	0%	$0.00
Family Sub	5/13/2011	$150.00	$150.00	0%	$0.00
Family Sub	6/3/2011	$76.51	$76.51	0%	$0.00
Family Sub	5/31/2011	$33.35	$33.35	0%	$0.00
Family Sub	6/6/2011	$76.51	$76.51	0%	$0.00
Family Sub	5/30/2011	$33.35	$33.35	0%	$0.00
Family Sub	6/3/2011	$10.14	$10.14	0%	$0.00
Single	6/1/2011	$14.09	$14.09	0%	$0.00
Single	6/8/2011	$40.87	$40.87	0%	$0.00
Single	6/8/2011	$6.71	$6.71	0%	$0.00
Single	3/31/2011	($120.00)	($120.00)	0%	$0.00
Single	4/14/2011	($120.00)	($120.00)	0%	$0.00
Single	1/24/2011	($136.94)	($136.94)	0%	$0.00
Single	2/28/2011	($136.94)	($136.94)	0%	$0.00
Single	4/22/2011	$40.87	$40.87	0%	$0.00
Single	5/31/2011	$40.87	$40.87	0%	$0.00
Single	5/31/2011	$8.25	$8.25	0%	$0.00
Single	5/31/2011	$5.49	$5.49	0%	$0.00
Single	5/31/2011	$3.36	$3.36	0%	$0.00
Single	5/31/2011	$12.73	$12.73	0%	$0.00
Single	5/31/2011	$16.73	$16.73	0%	$0.00
Single	5/31/2011	$16.73	$16.73	0%	$0.00
Single	6/2/2011	$6.83	$6.83	0%	$0.00
Single	5/31/2011	$127.00	$127.00	0%	$0.00
Single	5/31/2011	$148.76	$148.76	0%	$0.00
Single	5/31/2011	$27.91	$27.91	0%	$0.00
Family Sub	5/31/2011	$40.87	$40.87	0%	$0.00
Family Sub	5/31/2011	$25.00	$25.00	0%	$0.00
Family Sub	5/31/2011	$1.44	$1.44	0%	$0.00
Single	6/1/2011	$11.69	$11.69	0%	$0.00
Single	6/4/2011	$14.09	$14.09	0%	$0.00
Single	6/4/2011	$27.59	$27.59	0%	$0.00
Single	5/13/2011	$152.00	$152.00	0%	$0.00
Single	5/13/2011	$7.55	$7.55	0%	$0.00
Single	5/13/2011	$8.98	$8.98	0%	$0.00
Single	5/13/2011	$13.02	$13.02	0%	$0.00
Single	5/13/2011	$7.94	$7.94	0%	$0.00
Single	5/13/2011	$16.32	$16.32	0%	$0.00
Single	5/13/2011	$8.76	$8.76	0%	$0.00

Single	5/13/2011	$16.46	$16.46	0%	$0.00
Single	5/13/2011	$3.00	$3.00	0%	$0.00
Single	6/3/2011	$127.00	$127.00	0%	$0.00
Single	6/2/2011	$30.99	$30.99	0%	$0.00
Single	5/21/2011	$5.50	$5.50	0%	$0.00
Single	5/21/2011	$5.50	$5.50	0%	$0.00
Family Mer	5/31/2011	$16.22	$16.22	0%	$0.00
Family Mer	5/3/2011	$16.22	$16.22	0%	$0.00
Family Mer	5/11/2011	$162.52	$162.52	0%	$0.00
Family Mer	5/7/2011	$5.50	$5.50	0%	$0.00
Family Mer	5/7/2011	$5.50	$5.50	0%	$0.00
Family Mer	5/7/2011	$5.50	$5.50	0%	$0.00
Single	5/31/2011	$73.80	$73.80	0%	$0.00
Single	5/31/2011	$12.73	$12.73	0%	$0.00
Single	5/31/2011	$5.08	$5.08	0%	$0.00
Single	6/2/2011	$73.80	$73.80	0%	$0.00
Single	6/2/2011	$2.38	$2.38	0%	$0.00
Single	6/2/2011	$19.49	$19.49	0%	$0.00
Single	6/2/2011	$17.23	$17.23	0%	$0.00
Single	6/2/2011	$11.79	$11.79	0%	$0.00
Single	6/2/2011	$29.40	$29.40	0%	$0.00
Single	6/2/2011	$14.43	$14.43	0%	$0.00
Single	6/2/2011	$4.44	$4.44	0%	$0.00
Single	6/2/2011	$4.55	$4.55	0%	$0.00
Single	6/2/2011	$1.85	$1.85	0%	$0.00
Single	6/2/2011	$17.49	$17.49	0%	$0.00
Single	6/2/2011	$3.44	$3.44	0%	$0.00
Single	6/2/2011	$3.44	$3.44	0%	$0.00
Single	6/2/2011	$166.06	$166.06	0%	$0.00
Single	6/2/2011	$6.88	$6.88	0%	$0.00
Single	6/2/2011	$611.80	$611.80	0%	$0.00
Single	6/2/2011	$22.76	$22.76	0%	$0.00
Single	6/8/2011	$120.00	$120.00	0%	$0.00
Single	5/26/2011	$40.87	$40.87	0%	$0.00
Single	5/23/2011	$5.50	$5.50	0%	$0.00
Single	5/23/2011	$5.50	$5.50	0%	$0.00
Single	5/23/2011	$5.50	$5.50	0%	$0.00
Single	5/23/2011	$5.50	$5.50	0%	$0.00
Single	5/31/2011	$406.46	$406.46	0%	$0.00
Single	5/31/2011	$875.00	$875.00	0%	$0.00
Single	6/1/2011	$40.87	$40.87	0%	$0.00
Single	6/1/2011	$2.71	$2.71	0%	$0.00
Single	6/6/2011	$79.98	$79.98	0%	$0.00
Single	6/6/2011	$8.25	$8.25	0%	$0.00
Single	6/6/2011	$4.16	$4.16	0%	$0.00
Single	6/6/2011	$13.02	$13.02	0%	$0.00
Single	6/6/2011	$3.36	$3.36	0%	$0.00
Single	6/6/2011	$16.32	$16.32	0%	$0.00
Single	6/6/2011	$13.78	$13.78	0%	$0.00
Single	6/6/2011	$8.76	$8.76	0%	$0.00
Single	6/6/2011	$3.00	$3.00	0%	$0.00
Single	6/6/2011	$5.08	$5.08	0%	$0.00

Single	6/6/2011	$14.85	$14.85	0%	$0.00
Single	6/6/2011	$6.50	$6.50	0%	$0.00
Single	6/6/2011	$60.11	$60.11	0%	$0.00
Single	6/6/2011	$9.43	$9.43	0%	$0.00
Single	6/6/2011	$7.94	$7.94	0%	$0.00
Single	6/6/2011	$19.49	$19.49	0%	$0.00
Single	6/6/2011	$19.49	$19.49	0%	$0.00
Single	6/6/2011	$19.49	$19.49	0%	$0.00
Single	5/26/2011	$5.08	$5.08	0%	$0.00
Single	5/26/2011	$0.55	$0.55	0%	$0.00
Single	5/29/2011	$13.86	$13.86	0%	$0.00
Single	5/29/2011	$13.42	$13.42	0%	$0.00
Single	5/29/2011	$10.82	$10.82	0%	$0.00
Single	6/3/2011	$91.67	$91.67	0%	$0.00
Single	6/3/2011	$17.12	$17.12	0%	$0.00
Single	5/7/2011	$5.50	$5.50	0%	$0.00
Single	5/7/2011	$5.50	$5.50	0%	$0.00
Single	5/7/2011	$5.50	$5.50	0%	$0.00
Single	5/7/2011	$5.50	$5.50	0%	$0.00
Family Mer	5/31/2011	$73.07	$73.07	0%	$0.00
Family Mer	5/31/2011	$8.25	$8.25	0%	$0.00
Family Mer	5/31/2011	$2.38	$2.38	0%	$0.00
Family Mer	5/31/2011	$2.49	$2.49	0%	$0.00
Family Mer	5/31/2011	$8.98	$8.98	0%	$0.00
Family Mer	5/31/2011	$7.94	$7.94	0%	$0.00
Family Mer	5/31/2011	$7.00	$7.00	0%	$0.00
Family Mer	5/31/2011	$5.86	$5.86	0%	$0.00
Family Mer	5/31/2011	$13.02	$13.02	0%	$0.00
Family Mer	5/31/2011	$16.32	$16.32	0%	$0.00
Single	6/7/2011	$108.18	$108.18	0%	$0.00
Single	6/7/2011	$3.00	$3.00	0%	$0.00
Single	########	($79.89)	($79.89)	0%	$0.00
Single	########	($20.00)	($20.00)	0%	$0.00
Single	6/6/2011	$98.80	$98.80	0%	$0.00
Single	6/6/2011	$94.09	$94.09	0%	$0.00
Single	6/6/2011	$34.12	$34.12	0%	$0.00
Single	6/6/2011	$34.12	$34.12	0%	$0.00
Single	6/6/2011	$13.98	$13.98	0%	$0.00
Single	6/6/2011	$19.49	$19.49	0%	$0.00
Single	6/6/2011	$8.25	$8.25	0%	$0.00
Single	6/6/2011	$3.00	$3.00	0%	$0.00
Single	6/6/2011	$11.15	$11.15	0%	$0.00
Single	6/6/2011	$8.80	$8.80	0%	$0.00
Single	3/22/2011	$24.75	$24.75	0%	$0.00
Single	3/22/2011	$17.88	$17.88	0%	$0.00
Single	5/26/2011	$3.85	$3.85	0%	$0.00
Single	5/26/2011	$3.85	$3.85	0%	$0.00
Single	5/26/2011	$3.85	$3.85	0%	$0.00
Single	5/26/2011	$3.85	$3.85	0%	$0.00
Single	5/26/2011	$3.85	$3.85	0%	$0.00
Single	5/26/2011	$3.85	$3.85	0%	$0.00
Single	5/26/2011	$3.85	$3.85	0%	$0.00

Single	5/26/2011	$3.85	$3.85	0%	$0.00
Single	5/26/2011	$1,662.50	$1,662.50	0%	$0.00
Single	5/26/2011	$823.23	$823.23	0%	$0.00
Family Mer	6/6/2011	$40.87	$40.87	0%	$0.00
Family Mer	6/6/2011	$121.80	$121.80	0%	$0.00
Family Mer	6/6/2011	$24.61	$24.61	0%	$0.00
Family Mer	6/3/2011	$299.59	$299.59	0%	$0.00
Family Sub	6/3/2011	$40.87	$40.87	0%	$0.00
Family Sub	6/3/2011	$0.40	$0.40	0%	$0.00
Family Sub	6/3/2011	$25.55	$25.55	0%	$0.00
Family Sub	6/3/2011	$2.53	$2.53	0%	$0.00
Family Sub	6/3/2011	$25.55	$25.55	0%	$0.00
Single	6/6/2011	$30.99	$30.99	0%	$0.00
Family Mer	5/26/2011	$32.54	$32.54	0%	$0.00
Family Mer	5/26/2011	$0.11	$0.11	0%	$0.00
Family Mer	6/2/2011	$58.14	$58.14	0%	$0.00
Family Sub	5/20/2011	$38.10	$38.10	0%	$0.00
Single	6/1/2011	$7.15	$7.15	0%	$0.00
Single	6/1/2011	$6.57	$6.57	0%	$0.00
Single	6/3/2011	$14.42	$14.42	0%	$0.00
Single	6/3/2011	$20.78	$20.78	0%	$0.00
Single	6/3/2011	$7.50	$7.50	0%	$0.00
Single	6/3/2011	$13.39	$13.39	0%	$0.00
Single	6/3/2011	$1.85	$1.85	0%	$0.00
Family Sub	6/6/2011	$40.87	$40.87	0%	$0.00
Family Sub	6/6/2011	$102.78	$102.78	0%	$0.00
Family Sub	6/6/2011	$2.71	$2.71	0%	$0.00
Family Sub	6/6/2011	$19.49	$19.49	0%	$0.00
Family Sub	6/6/2011	$19.49	$19.49	0%	$0.00
Family Sub	6/6/2011	$19.49	$19.49	0%	$0.00
Family Sub	6/7/2011	$73.80	$73.80	0%	$0.00
Family Sub	6/8/2011	$2.71	$2.71	0%	$0.00
Family Sub	6/8/2011	$19.92	$19.92	0%	$0.00
Family Sub	6/8/2011	$14.29	$14.29	0%	$0.00
Family Mer	6/1/2011	$30.99	$30.99	0%	$0.00
Family Mer	5/21/2011	$40.87	$40.87	0%	$0.00
Family Mer	5/21/2011	$8.25	$8.25	0%	$0.00
Family Mer	5/21/2011	$4.16	$4.16	0%	$0.00
Family Mer	5/21/2011	$13.02	$13.02	0%	$0.00
Family Mer	5/21/2011	$3.36	$3.36	0%	$0.00
Family Mer	5/21/2011	$3.00	$3.00	0%	$0.00
Single	6/3/2011	$127.00	$127.00	0%	$0.00
Single	6/2/2011	$73.80	$73.80	0%	$0.00
Single	6/2/2011	$75.56	$75.56	0%	$0.00
Single	6/2/2011	$125.94	$125.94	0%	$0.00
Single	6/2/2011	$8.25	$8.25	0%	$0.00
Single	6/2/2011	$12.73	$12.73	0%	$0.00
Single	6/2/2011	$2.38	$2.38	0%	$0.00
Single	6/2/2011	$2.49	$2.49	0%	$0.00
Single	6/2/2011	$8.98	$8.98	0%	$0.00
Single	6/2/2011	$7.94	$7.94	0%	$0.00
Single	6/2/2011	$7.00	$7.00	0%	$0.00

Single	6/2/2011	$5.86	$5.86	0%	$0.00
Single	6/2/2011	$13.02	$13.02	0%	$0.00
Single	6/2/2011	$16.32	$16.32	0%	$0.00
Single	6/2/2011	$12.73	$12.73	0%	$0.00
Single	6/2/2011	$12.73	$12.73	0%	$0.00
Family Mer	5/31/2011	$40.87	$40.87	0%	$0.00
Family Mer	5/31/2011	$23.97	$23.97	0%	$0.00
Single	6/3/2011	$73.80	$73.80	0%	$0.00
Single	6/3/2011	$13.02	$13.02	0%	$0.00
Single	6/3/2011	$9.43	$9.43	0%	$0.00
Single	6/3/2011	$8.25	$8.25	0%	$0.00
Single	6/3/2011	$10.27	$10.27	0%	$0.00
Single	6/3/2011	$3.00	$3.00	0%	$0.00
Single	5/10/2011	$42.70	$42.70	0%	$0.00
Single	6/2/2011	$102.78	$102.78	0%	$0.00
Single	5/29/2011	$40.87	$40.87	0%	$0.00
Single	5/21/2011	$2.38	$2.38	0%	$0.00
Single	5/21/2011	$3.00	$3.00	0%	$0.00
Single	5/21/2011	$8.25	$8.25	0%	$0.00
Single	3/6/2011	$16.50	$16.50	0%	$0.00
Single	3/6/2011	$5.50	$5.50	0%	$0.00
Single	3/6/2011	$5.50	$5.50	0%	$0.00
Single	3/6/2011	$5.50	$5.50	0%	$0.00
Single	3/6/2011	$16.50	$16.50	0%	$0.00
Single	3/6/2011	$11.00	$11.00	0%	$0.00
Single	3/6/2011	$5.50	$5.50	0%	$0.00
Single	3/7/2011	$5.50	$5.50	0%	$0.00
Single	3/7/2011	$5.50	$5.50	0%	$0.00
Single	3/7/2011	$5.50	$5.50	0%	$0.00
Single	3/5/2011	$5.50	$5.50	0%	$0.00
Single	3/5/2011	$5.50	$5.50	0%	$0.00
Single	3/5/2011	$5.50	$5.50	0%	$0.00
Single	3/5/2011	$5.50	$5.50	0%	$0.00
Single	3/5/2011	$5.50	$5.50	0%	$0.00
Single	3/5/2011	$5.50	$5.50	0%	$0.00
Single	3/5/2011	$5.50	$5.50	0%	$0.00
Single	3/5/2011	$11.00	$11.00	0%	$0.00
Single	3/6/2011	$5.50	$5.50	0%	$0.00
Single	3/6/2011	$33.46	$33.46	0%	$0.00
Single	6/3/2011	$40.87	$40.87	0%	$0.00
Single	5/31/2011	$73.80	$73.80	0%	$0.00
Single	6/4/2011	$11.69	$11.69	0%	$0.00
Single	6/1/2011	$108.18	$108.18	0%	$0.00
Family Sub	4/21/2011	$1,975.00	$1,975.00	0%	$0.00
Family Sub	6/6/2011	$14.09	$14.09	0%	$0.00
Family Sub	6/6/2011	$21.02	$21.02	0%	$0.00
Single	5/31/2011	$73.80	$73.80	0%	$0.00
Single	5/31/2011	$3.00	$3.00	0%	$0.00
Single	5/31/2011	$8.25	$8.25	0%	$0.00
Single	6/8/2011	$69.91	$69.91	0%	$0.00
Single	6/2/2011	$159.93	$159.93	0%	$0.00
Single	5/30/2011	$59.48	$59.48	0%	$0.00

Single	5/31/2011	$192.12	$192.12	0%	$0.00
Single	5/31/2011	$163.37	$163.37	0%	$0.00
Single	5/31/2011	$3.48	$3.48	0%	$0.00
Family Mer	5/30/2011	$119.92	$119.92	0%	$0.00
Family Mer	5/30/2011	$119.92	$119.92	0%	$0.00
Family Mer	5/30/2011	$34.81	$34.81	0%	$0.00
Family Mer	5/30/2011	$78.74	$78.74	0%	$0.00
Single	5/31/2011	$41.60	$41.60	0%	$0.00
Single	6/3/2011	$254.65	$254.65	0%	$0.00
Single	5/31/2011	$119.84	$119.84	0%	$0.00
Single	5/29/2011	$3.29	$3.29	0%	$0.00
Single	5/31/2011	$116.83	$116.83	0%	$0.00
Single	6/2/2011	$20.84	$20.84	0%	$0.00
Single	6/2/2011	$160.67	$160.67	0%	$0.00
Single	6/2/2011	$195.47	$195.47	0%	$0.00
Single	5/31/2011	$9.50	$9.50	0%	$0.00
Single	6/2/2011	$18.53	$18.53	0%	$0.00
Family Mer	5/31/2011	$133.08	$133.08	0%	$0.00
Family Mer	5/28/2011	$68.78	$68.78	0%	$0.00
Family Mer	5/28/2011	$8.60	$8.60	0%	$0.00
Family Mer	6/3/2011	$88.92	$88.92	0%	$0.00
Family Mer	5/31/2011	$159.91	$159.91	0%	$0.00
Single	5/28/2011	$421.64	$421.64	0%	$0.00
Single	5/31/2011	$20.67	$20.67	0%	$0.00
Single	5/31/2011	$95.69	$95.69	0%	$0.00
Single	5/31/2011	$5.74	$5.74	0%	$0.00
Single	5/31/2011	$37.22	$37.22	0%	$0.00
Single	4/25/2011	($13.40)	($13.40)	0%	$0.00
Single	4/25/2011	($8.29)	($8.29)	0%	$0.00
Single	6/3/2011	$159.93	$159.93	0%	$0.00
Single	6/3/2011	$221.02	$221.02	0%	$0.00
Single	6/3/2011	$29.18	$29.18	0%	$0.00
Single	5/29/2011	$50.44	$50.44	0%	$0.00
Single	6/1/2011	$137.21	$137.21	0%	$0.00
Single	5/31/2011	$12.12	$12.12	0%	$0.00
Single	5/28/2011	$45.81	$45.81	0%	$0.00
Single	5/28/2011	$119.84	$119.84	0%	$0.00
Single	5/28/2011	$46.12	$46.12	0%	$0.00
Single	5/31/2011	$254.70	$254.70	0%	$0.00
Single	5/31/2011	$159.96	$159.96	0%	$0.00
Single	5/31/2011	$21.89	$21.89	0%	$0.00
Single	6/3/2011	$94.75	$94.75	0%	$0.00
Single	5/31/2011	$43.99	$43.99	0%	$0.00
Single	5/30/2011	$785.49	$785.49	0%	$0.00
Single	6/1/2011	$19.50	$19.50	0%	$0.00
Single	5/31/2011	$59.60	$59.60	0%	$0.00
Single	6/2/2011	$120.24	$120.24	0%	$0.00
Single	6/1/2011	$60.00	$60.00	0%	$0.00
Single	6/1/2011	$116.04	$116.04	0%	$0.00
Single	6/3/2011	$2.63	$2.63	0%	$0.00
Family Mer	5/31/2011	$163.12	$163.12	0%	$0.00
Single	5/21/2011	($30.32)	($30.32)	0%	$0.00

Single	6/2/2011	$8.68	$8.68	0%	$0.00
Single	6/2/2011	$420.97	$420.97	0%	$0.00
Family Mer	6/2/2011	$116.67	$116.67	0%	$0.00
Single	6/3/2011	$16.48	$16.48	0%	$0.00
Single	6/3/2011	$5.64	$5.64	0%	$0.00
Single	6/3/2011	$71.64	$71.64	0%	$0.00
Family Mer	5/28/2011	$160.28	$160.28	0%	$0.00
Single	5/28/2011	$3.50	$3.50	0%	$0.00
Single	6/2/2011	$20.88	$20.88	0%	$0.00
Single	5/31/2011	$12.56	$12.56	0%	$0.00
Single	5/28/2011	$19.55	$19.55	0%	$0.00
		$72,241.10	##########	0%	$0.00

Family Mer	3/22/2010	$83.94	$83.94	0%	$0.00
Single	5/23/2011	$1,550.49	$1,550.49	0%	$0.00
Single	6/2/2011	$548.00	$548.00	0%	$0.00
Family Mer	3/16/2011	$35.04	$35.04	0%	$0.00
Family Mer	3/1/2011	$450.99	$450.99	0%	$0.00
Family Mer	5/31/2011	$55.23	$55.23	0%	$0.00
Family Sub	5/25/2011	$45.87	$45.87	0%	$0.00
Family Mer	5/31/2011	$45.87	$45.87	0%	$0.00
Family Mer	5/28/2011	$19.09	$19.09	0%	$0.00
Single	6/7/2011	$43.70	$43.70	0%	$0.00
Single	6/1/2011	$110.77	$110.77	0%	$0.00
Single	6/2/2011	$78.80	$78.80	0%	$0.00
Single	6/2/2011	$4.16	$4.16	0%	$0.00
Single	6/2/2011	$9.43	$9.43	0%	$0.00
Single	6/2/2011	$5.03	$5.03	0%	$0.00
Single	6/2/2011	$4.45	$4.45	0%	$0.00
Single	6/2/2011	$3.00	$3.00	0%	$0.00
Single	6/2/2011	$3.28	$3.28	0%	$0.00
Single	6/2/2011	$4.26	$4.26	0%	$0.00
Single	6/2/2011	$6.80	$6.80	0%	$0.00
Single	6/2/2011	$5.84	$5.84	0%	$0.00
Family Mer	4/25/2011	$1,441.44	$1,441.44	0%	$0.00
Family Mer	4/25/2011	$35.71	$35.71	0%	$0.00
Single	5/31/2011	$45.87	$45.87	0%	$0.00
Single	5/23/2011	$4.58	$4.58	0%	$0.00
Single	5/23/2011	$17.23	$17.23	0%	$0.00
Single	5/23/2011	$23.24	$23.24	0%	$0.00
Single	5/24/2011	$235.84	$235.84	0%	$0.00
Single	5/16/2011	$1.71	$1.71	0%	$0.00
Single	5/16/2011	$2.48	$2.48	0%	$0.00
Single	5/16/2011	$2.48	$2.48	0%	$0.00
Single	5/16/2011	$7.27	$7.27	0%	$0.00
Single	5/24/2011	$25.68	$25.68	0%	$0.00
Single	5/24/2011	$325.04	$325.04	0%	$0.00
Single	5/23/2011	$5.50	$5.50	0%	$0.00

Single	5/23/2011	$5.50	$5.50	0%	$0.00
Single	5/23/2011	$5.50	$5.50	0%	$0.00
Single	5/23/2011	$5.50	$5.50	0%	$0.00
Single	5/23/2011	$5.50	$5.50	0%	$0.00
Single	5/23/2011	$5.50	$5.50	0%	$0.00
Single	6/6/2011	$45.87	$45.87	0%	$0.00
Family Sub	5/19/2011	$45.87	$45.87	0%	$0.00
Single	6/1/2011	$19.09	$19.09	0%	$0.00
Single	6/1/2011	$102.78	$102.78	0%	$0.00
Single	6/1/2011	$16.86	$16.86	0%	$0.00
Family Sub	6/1/2011	$19.09	$19.09	0%	$0.00
Family Sub	6/1/2011	$155.01	$155.01	0%	$0.00
Family Sub	6/1/2011	$59.23	$59.23	0%	$0.00
Single	6/2/2011	$19.09	$19.09	0%	$0.00
Single	6/3/2011	$11.69	$11.69	0%	$0.00
Single	5/25/2011	$3.00	$3.00	0%	$0.00
Single	5/25/2011	$10.86	$10.86	0%	$0.00
Single	5/25/2011	$14.77	$14.77	0%	$0.00
Family Sub	5/31/2011	$8.93	$8.93	0%	$0.00
Family Sub	5/31/2011	$10.22	$10.22	0%	$0.00
Family Sub	5/31/2011	$3.00	$3.00	0%	$0.00
Family Sub	5/31/2011	$4.80	$4.80	0%	$0.00
Family Sub	5/31/2011	$3.82	$3.82	0%	$0.00
Family Mer	6/6/2011	$15.60	$15.60	0%	$0.00
Single	6/1/2011	$63.98	$63.98	0%	$0.00
Single	6/1/2011	$23.82	$23.82	0%	$0.00
Family Sub	6/2/2011	$45.87	$45.87	0%	$0.00
Family Sub	6/2/2011	$23.82	$23.82	0%	$0.00
Single	4/26/2011	$3.29	$3.29	0%	$0.00
Single	4/26/2011	$8.25	$8.25	0%	$0.00
Single	4/26/2011	$3.00	$3.00	0%	$0.00
Single	6/7/2011	$19.09	$19.09	0%	$0.00
Single	6/8/2011	$35.99	$35.99	0%	$0.00
Single	6/8/2011	$28.24	$28.24	0%	$0.00
Family Sub	5/5/2011	$65.86	$65.86	0%	$0.00
Family Sub	5/5/2011	$113.03	$113.03	0%	$0.00
Family Sub	5/5/2011	$61.29	$61.29	0%	$0.00
Family Sub	5/19/2011	$65.86	$65.86	0%	$0.00
Family Sub	5/19/2011	$113.03	$113.03	0%	$0.00
Family Sub	5/19/2011	$61.29	$61.29	0%	$0.00
Single	6/6/2011	$45.87	$45.87	0%	$0.00
Single	6/6/2011	$3.00	$3.00	0%	$0.00
Single	6/6/2011	$3.45	$3.45	0%	$0.00
Single	6/6/2011	$8.98	$8.98	0%	$0.00
Single	6/6/2011	$16.32	$16.32	0%	$0.00
Single	6/6/2011	$6.68	$6.68	0%	$0.00
Single	6/6/2011	$4.88	$4.88	0%	$0.00
Single	6/6/2011	$10.38	$10.38	0%	$0.00
Single	5/31/2011	$6.57	$6.57	0%	$0.00
Single	5/31/2011	$8.93	$8.93	0%	$0.00
Single	5/31/2011	$39.71	$39.71	0%	$0.00
Single	5/31/2011	$71.91	$71.91	0%	$0.00

Single	5/31/2011	$3.00	$3.00	0%	$0.00
Family Sub	5/23/2011	$162.52	$162.52	0%	$0.00
Family Sub	6/6/2011	$45.87	$45.87	0%	$0.00
Single	6/1/2011	$110.77	$110.77	0%	$0.00
Single	6/2/2011	$45.00	$45.00	0%	$0.00
Single	6/1/2011	$2.72	$2.72	0%	$0.00
Single	6/1/2011	$6.94	$6.94	0%	$0.00
Single	5/24/2011	$6.74	$6.74	0%	$0.00
Single	5/24/2011	$6.72	$6.72	0%	$0.00
Single	5/24/2011	$2.64	$2.64	0%	$0.00
Single	6/6/2011	$83.48	$83.48	0%	$0.00
Single	6/6/2011	$0.82	$0.82	0%	$0.00
Single	6/6/2011	$2.18	$2.18	0%	$0.00
Single	6/7/2011	$83.48	$83.48	0%	$0.00
Single	6/7/2011	$0.82	$0.82	0%	$0.00
Single	6/7/2011	$2.18	$2.18	0%	$0.00
Family Sub	6/1/2011	$45.87	$45.87	0%	$0.00
Family Sub	5/19/2011	$23.49	$23.49	0%	$0.00
Family Sub	5/19/2011	$37.60	$37.60	0%	$0.00
Family Sub	5/17/2011	$4.40	$4.40	0%	$0.00
Family Sub	5/17/2011	$4.00	$4.00	0%	$0.00
Family Sub	5/17/2011	$4.40	$4.40	0%	$0.00
Family Sub	5/17/2011	$4.40	$4.40	0%	$0.00
Family Sub	5/17/2011	$4.40	$4.40	0%	$0.00
Family Sub	5/17/2011	$4.40	$4.40	0%	$0.00
Family Sub	5/18/2011	$4.40	$4.40	0%	$0.00
Family Sub	5/18/2011	$4.40	$4.40	0%	$0.00
Family Sub	5/18/2011	$4.40	$4.40	0%	$0.00
Family Sub	5/18/2011	$4.40	$4.40	0%	$0.00
Family Sub	5/19/2011	$4.40	$4.40	0%	$0.00
Family Sub	5/19/2011	$4.40	$4.40	0%	$0.00
Family Sub	5/20/2011	$4.40	$4.40	0%	$0.00
Family Sub	5/20/2011	$13.20	$13.20	0%	$0.00
Family Sub	5/17/2011	$103.65	$103.65	0%	$0.00
Family Sub	5/26/2011	$19.09	$19.09	0%	$0.00
Family Sub	5/17/2011	$202.53	$202.53	0%	$0.00
Single	6/3/2011	$45.87	$45.87	0%	$0.00
Single	5/19/2011	$57.44	$57.44	0%	$0.00
Single	5/19/2011	$3.00	$3.00	0%	$0.00
Single	5/31/2011	$78.80	$78.80	0%	$0.00
Single	5/31/2011	$2.89	$2.89	0%	$0.00
Family Mer	5/18/2011	$35.99	$35.99	0%	$0.00
Family Mer	5/18/2011	$10.00	$10.00	0%	$0.00
Family Mer	5/18/2011	$8.25	$8.25	0%	$0.00
Family Mer	5/18/2011	$3.00	$3.00	0%	$0.00
Family Mer	5/18/2011	$2.38	$2.38	0%	$0.00
Family Mer	5/18/2011	$5.03	$5.03	0%	$0.00
Family Mer	5/18/2011	$12.73	$12.73	0%	$0.00
Family Mer	5/18/2011	$16.73	$16.73	0%	$0.00
Family Mer	5/18/2011	$16.73	$16.73	0%	$0.00
Family Mer	5/19/2011	$35.99	$35.99	0%	$0.00
Family Mer	5/19/2011	$10.00	$10.00	0%	$0.00

Family Mer	5/19/2011	$8.25	$8.25	0%	$0.00
Family Mer	5/19/2011	$3.00	$3.00	0%	$0.00
Family Mer	5/19/2011	$5.49	$5.49	0%	$0.00
Family Mer	5/19/2011	$12.73	$12.73	0%	$0.00
Family Mer	5/19/2011	$16.73	$16.73	0%	$0.00
Family Mer	5/19/2011	$16.73	$16.73	0%	$0.00
Family Mer	5/31/2011	$54.69	$54.69	0%	$0.00
Single	6/1/2011	$78.80	$78.80	0%	$0.00
Family Mer	5/23/2011	$78.80	$78.80	0%	$0.00
Family Mer	5/20/2011	$5.55	$5.55	0%	$0.00
Family Mer	5/20/2011	$3.25	$3.25	0%	$0.00
Family Mer	5/20/2011	$8.25	$8.25	0%	$0.00
Family Mer	5/20/2011	$12.73	$12.73	0%	$0.00
Single	5/31/2011	$227.76	$227.76	0%	$0.00
Single	5/31/2011	$286.65	$286.65	0%	$0.00
Single	5/31/2011	$8.25	$8.25	0%	$0.00
Single	5/31/2011	$10.27	$10.27	0%	$0.00
Single	5/31/2011	$13.24	$13.24	0%	$0.00
Single	5/31/2011	$6.52	$6.52	0%	$0.00
Single	5/31/2011	$31.61	$31.61	0%	$0.00
Single	5/31/2011	$98.80	$98.80	0%	$0.00
Single	5/31/2011	$3.00	$3.00	0%	$0.00
Single	5/31/2011	$28.69	$28.69	0%	$0.00
Single	5/31/2011	$7.86	$7.86	0%	$0.00
Single	5/31/2011	$2.28	$2.28	0%	$0.00
Single	6/6/2011	$78.80	$78.80	0%	$0.00
Single	4/11/2011	$45.87	$45.87	0%	$0.00
Single	4/11/2011	$8.25	$8.25	0%	$0.00
Single	4/11/2011	$10.27	$10.27	0%	$0.00
Single	4/11/2011	$3.00	$3.00	0%	$0.00
Single	5/31/2011	$2.90	$2.90	0%	$0.00
Single	5/31/2011	$6.27	$6.27	0%	$0.00
Single	5/31/2011	$292.27	$292.27	0%	$0.00
Single	6/1/2011	$68.04	$68.04	0%	$0.00
Family Mer	6/1/2011	$5.64	$5.64	0%	$0.00
Family Mer	6/1/2011	$108.60	$108.60	0%	$0.00
Single	5/23/2011	($78.81)	($78.81)	0%	$0.00
Single	6/2/2011	$47.89	$47.89	0%	$0.00
Single	6/1/2011	$2.68	$2.68	0%	$0.00
Single	5/31/2011	$5.70	$5.70	0%	$0.00
Single	5/31/2011	$26.30	$26.30	0%	$0.00
Single	5/31/2011	$15.36	$15.36	0%	$0.00
Single	5/20/2011	($361.51)	($361.51)	0%	$0.00
Single	6/1/2011	$8.14	$8.14	0%	$0.00
Single	6/3/2011	$18.04	$18.04	0%	$0.00
Family Mer	6/3/2011	$6.80	$6.80	0%	$0.00
Single	6/1/2011	$159.64	$159.64	0%	$0.00
Single	6/3/2011	$86.49	$86.49	0%	$0.00
Family Mer	6/1/2011	$59.60	$59.60	0%	$0.00
Family Mer	6/1/2011	$40.09	$40.09	0%	$0.00
Single	6/3/2011	$83.89	$83.89	0%	$0.00
Single	6/3/2011	$191.77	$191.77	0%	$0.00

Single	6/3/2011	$86.59	$86.59	0%	$0.00
Single	6/1/2011	$38.07	$38.07	0%	$0.00
Single	6/3/2011	$95.26	$95.26	0%	$0.00
Single	5/24/2011	($4.00)	($4.00)	0%	$0.00
Single	6/3/2011	$18.62	$18.62	0%	$0.00
Single	6/3/2011	$286.61	$286.61	0%	$0.00
Family Mer	5/28/2011	$13.04	$13.04	0%	$0.00
Family Mer	5/28/2011	$86.59	$86.59	0%	$0.00
Family Mer	5/31/2011	$98.22	$98.22	0%	$0.00
		$10,951.43	#########	0%	$0.00

TOTAL: $83,192.53

Account	Corporate I	Invoice Prc	Invoice Nui	InvcPerFrD	InvcPerToI	ClmPerFrD	ClmPerToI	BARS Cust
21185	TX1	618139	230849	6/4/2011	6/10/2011	6/4/2011	6/10/2011	TX433

21185	TX1	618139	230849	6/4/2011	6/10/2011	6/4/2011	6/10/2011 TX433

21185	TX1	618139	230849	6/4/2011	6/10/2011	6/4/2011	6/10/2011	TX433
21185	TX1	618139	230849	6/4/2011	6/10/2011	6/4/2011	6/10/2011	TX433
21185	TX1	618139	230849	6/4/2011	6/10/2011	6/4/2011	6/10/2011	TX433
21185	TX1	618139	230849	6/4/2011	6/10/2011	6/4/2011	6/10/2011	TX433
21185	TX1	618139	230849	6/4/2011	6/10/2011	6/4/2011	6/10/2011	TX433
21185	TX1	618139	230849	6/4/2011	6/10/2011	6/4/2011	6/10/2011	TX433
21185	TX1	618139	230849	6/4/2011	6/10/2011	6/4/2011	6/10/2011	TX433

Settlement	Association	Group Nbr	Section Nb	Group Nan	Coverage	Claim Type	Member ID	Document Control
1	3	21185	3	HIDALGO	Blue Shielc	Basic Cove	8.38E+08	0000201115750X15
1	3	21185	3	HIDALGO	Blue Shielc	Basic Cove	8.38E+08	00002011157502G5
1	3	21185	3	HIDALGO	Blue Shielc	Basic Cove	8.38E+08	00002011157502G5
1	3	21185	3	HIDALGO	Blue Shielc	Basic Cove	8.38E+08	00002011157502G5
1	3	21185	3	HIDALGO	Blue Shielc	Basic Cove	8.38E+08	00002011157502G5
1	3	21185	3	HIDALGO	Blue Shielc	Basic Cove	8.38E+08	00002011157502G5
1	3	21185	3	HIDALGO	Blue Shielc	Basic Cove	8.38E+08	00002011157502G5
1	3	21185	3	HIDALGO	Blue Shielc	Basic Cove	8.38E+08	0000201116050894
1	3	21185	3	HIDALGO	Blue Shielc	Basic Cove	8.38E+08	0000201116050894
1	3	21185	3	HIDALGO	Blue Shielc	Basic Cove	8.38E+08	0000201116050894
1	3	21185	3	HIDALGO	Blue Shielc	Basic Cove	8.38E+08	0000201116050894
1	3	21185	3	HIDALGO	Blue Shielc	Basic Cove	8.34E+08	00002011157508F2
1	3	21185	3	HIDALGO	Blue Shielc	Basic Cove	8.42E+08	00002011157500N7
1	3	21185	3	HIDALGO	Blue Shielc	Basic Cove	8.46E+08	0000201115850668
1	3	21185	3	HIDALGO	Blue Shielc	Basic Cove	8.46E+08	0000201115850668
1	3	21185	3	HIDALGO	Blue Shielc	Basic Cove	8.46E+08	0000201115850668
1	3	21185	3	HIDALGO	Blue Shielc	Basic Cove	8.46E+08	0000201115850668
1	3	21185	3	HIDALGO	Blue Shielc	Basic Cove	8.46E+08	0000201115850668
1	3	21185	3	HIDALGO	Blue Shielc	Basic Cove	8.4E+08	0000201116150795
1	3	21185	3	HIDALGO	Blue Shielc	Basic Cove	8.4E+08	0000201116150795
1	3	21185	3	HIDALGO	Blue Shielc	Basic Cove	8.42E+08	0000201115850755
1	3	21185	3	HIDALGO	Blue Shielc	Basic Cove	8.42E+08	000020111595002C
1	3	21185	3	HIDALGO	Blue Shielc	Basic Cove	8.42E+08	000020111595002C
1	3	21185	3	HIDALGO	Blue Shielc	Basic Cove	8.42E+08	000020111595002C
1	3	21185	3	HIDALGO	Blue Shielc	Basic Cove	8.42E+08	000020111595002C
1	3	21185	3	HIDALGO	Blue Shielc	Basic Cove	8.42E+08	000020111595026E
1	3	21185	3	HIDALGO	Blue Shielc	Basic Cove	8.42E+08	000020111595026E
1	3	21185	3	HIDALGO	Blue Shielc	Basic Cove	8.42E+08	000020111595026E
1	3	21185	3	HIDALGO	Blue Shielc	Basic Cove	8.42E+08	000020111595026E
1	3	21185	3	HIDALGO	Blue Shielc	Basic Cove	8.42E+08	000020111595026E
1	3	21185	3	HIDALGO	Blue Shielc	Basic Cove	8.42E+08	00002011159509W
1	3	21185	3	HIDALGO	Blue Shielc	Basic Cove	8.42E+08	0000201116050L31
1	3	21185	3	HIDALGO	Blue Shielc	Basic Cove	8.42E+08	0000201116050L31
1	3	21185	3	HIDALGO	Blue Shielc	Basic Cove	8.42E+08	0000201115850754
1	3	21185	3	HIDALGO	Blue Shielc	Basic Cove	8.42E+08	0000201115850754
1	3	21185	3	HIDALGO	Blue Shielc	Basic Cove	8.42E+08	0000201115850754
1	3	21185	3	HIDALGO	Drug	Basic Cove	8.37E+08	111484141873020
1	3	21185	3	HIDALGO	Drug	Basic Cove	8.37E+08	111484142804007
1	3	21185	3	HIDALGO	Drug	Basic Cove	8.42E+08	111526939384013
1	3	21185	3	HIDALGO	Drug	Basic Cove	8.42E+08	111535350640025
1	3	21185	3	HIDALGO	Drug	Basic Cove	8.42E+08	111536647257012
1	3	21185	3	HIDALGO	Drug	Basic Cove	8.45E+08	111513878088025
1	3	21185	3	HIDALGO	Drug	Basic Cove	8.45E+08	111513878112014
1	3	21185	3	HIDALGO	Drug	Basic Cove	8.36E+08	111546587145019
1	3	21185	3	HIDALGO	Drug	Basic Cove	8.41E+08	111535317019011
								BASIC PLAN:

1	3	21185	13	HIDALGO	Blue Cross	Basic Cove	8.41E+08	0000201116050399
1	3	21185	13	HIDALGO	Blue Shielc	Basic Cove	8.4E+08	00002011157508F2
1	3	21185	13	HIDALGO	Blue Shielc	Basic Cove	8.4E+08	00002011157508F2
1	3	21185	13	HIDALGO	Blue Shielc	Basic Cove	8.4E+08	00002011157508F2
1	3	21185	13	HIDALGO	Blue Shielc	Basic Cove	8.4E+08	0000201115850220
1	3	21185	13	HIDALGO	Blue Shielc	Basic Cove	8.4E+08	0000201115850220
1	3	21185	13	HIDALGO	Blue Shielc	Basic Cove	8.4E+08	0000201115850220
1	3	21185	13	HIDALGO	Blue Shielc	Basic Cove	8.4E+08	0000201115850220
1	3	21185	13	HIDALGO	Blue Shielc	Basic Cove	8.4E+08	0000201116050X24
1	3	21185	13	HIDALGO	Blue Shielc	Basic Cove	8.4E+08	0000201116050X24
1	3	21185	13	HIDALGO	Blue Shielc	Basic Cove	8.4E+08	0000201116050X24
1	3	21185	13	HIDALGO	Blue Shielc	Basic Cove	8.4E+08	0000201116050X24
1	3	21185	13	HIDALGO	Blue Shielc	Basic Cove	8.41E+08	0000201116150075
1	3	21185	13	HIDALGO	Blue Shielc	Basic Cove	8.4E+08	0000201115850511
1	3	21185	13	HIDALGO	Blue Shielc	Basic Cove	8.4E+08	0000201115850754
1	3	21185	13	HIDALGO	Blue Shielc	Basic Cove	8.4E+08	0000201115850754
1	3	21185	13	HIDALGO	Blue Shielc	Basic Cove	8.4E+08	0000201115850754
1	3	21185	13	HIDALGO	Blue Shielc	Basic Cove	8.4E+08	0000201115850754
1	3	21185	13	HIDALGO	Blue Shielc	Basic Cove	8.4E+08	0000201115850754
1	3	21185	13	HIDALGO	Blue Shielc	Basic Cove	8.4E+08	0000201115850754
1	3	21185	13	HIDALGO	Blue Shielc	Basic Cove	8.42E+08	00002011159505X2
1	3	21185	13	HIDALGO	Blue Shielc	Basic Cove	8.38E+08	0000201116150496
1	3	21185	13	HIDALGO	Blue Shielc	Basic Cove	8.33E+08	0000201115850146
1	3	21185	13	HIDALGO	Blue Shielc	Basic Cove	8.33E+08	0000201116150992
1	3	21185	13	HIDALGO	Blue Shielc	Basic Cove	8.42E+08	00002011157507K9
1	3	21185	13	HIDALGO	Blue Shielc	Basic Cove	8.42E+08	00002011157507K9
1	3	21185	13	HIDALGO	Blue Shielc	Basic Cove	8.42E+08	00002011157507K9
1	3	21185	13	HIDALGO	Blue Shielc	Basic Cove	8.42E+08	00002011157507K9
1	3	21185	13	HIDALGO	Blue Shielc	Basic Cove	8.44E+08	0000201116050F71
1	3	21185	13	HIDALGO	Blue Shielc	Basic Cove	8.43E+08	00002011157505A1
1	3	21185	13	HIDALGO	Blue Shielc	Basic Cove	8.43E+08	000020111595051F
1	3	21185	13	HIDALGO	Blue Shielc	Basic Cove	8.4E+08	0000201115850782
1	3	21185	13	HIDALGO	Blue Shielc	Basic Cove	8.4E+08	0000201007857497
1	3	21185	13	HIDALGO	Blue Shielc	Basic Cove	8.45E+08	00002011159501T8
1	3	21185	13	HIDALGO	Blue Shielc	Basic Cove	8.48E+08	0000201115850761
1	3	21185	13	HIDALGO	Blue Shielc	Basic Cove	8.48E+08	0000201115850761
1	3	21185	13	HIDALGO	Blue Shielc	Basic Cove	8.48E+08	0000201115850761
1	3	21185	13	HIDALGO	Blue Shielc	Basic Cove	8.48E+08	0000201115850761
1	3	21185	13	HIDALGO	Blue Shielc	Basic Cove	8.48E+08	0000201116150284
1	3	21185	13	HIDALGO	Blue Shielc	Basic Cove	8.48E+08	0000201116150284
1	3	21185	13	HIDALGO	Blue Shielc	Basic Cove	8.48E+08	0000201116150284
1	3	21185	13	HIDALGO	Blue Shielc	Basic Cove	8.48E+08	0000201116150284
1	3	21185	13	HIDALGO	Blue Shielc	Basic Cove	8.43E+08	00002011159504U0
1	3	21185	13	HIDALGO	Blue Shielc	Basic Cove	8.43E+08	000020111595018A
1	3	21185	13	HIDALGO	Blue Shielc	Basic Cove	8.38E+08	0000201115850394
1	3	21185	13	HIDALGO	Blue Shielc	Basic Cove	8.38E+08	00002011159502X3
1	3	21185	13	HIDALGO	Drug	Basic Cove	8.4E+08	111524746875026
1	3	21185	13	HIDALGO	Drug	Basic Cove	8.4E+08	111524747091024
1	3	21185	13	HIDALGO	Drug	Basic Cove	8.4E+08	111516854184020
1	3	21185	13	HIDALGO	Drug	Basic Cove	8.4E+08	111523754804014
1	3	21185	13	HIDALGO	Drug	Basic Cove	8.39E+08	111484731500016

1	3	21185	13	HIDALGO	Drug	Basic Cove	8.41E+08	111525730276014	
1	3	21185	13	HIDALGO	Drug	Basic Cove	8.45E+08	111531735049011	
1	3	21185	13	HIDALGO	Drug	Basic Cove	8.44E+08	111485800523014	
1	3	21185	13	HIDALGO	Drug	Basic Cove	8.48E+08	111533758141001	
1	3	21185	13	HIDALGO	Drug	Basic Cove	8.39E+08	111484319086011	
1	3	21185	13	HIDALGO	Drug	Basic Cove	8.44E+08	111526450477009	
1	3	21185	13	HIDALGO	Drug	Basic Cove	8.44E+08	111526452115012	
								BUY-UP PLAN:	

Tier	Service Da	Gross Amt	Net Amt	Fee Percer	Fee Amt	Case Nbr
Family Mer	5/17/2011	$47.00	$47.00	0%	$0.00	
Family Mer	5/16/2011	$5.50	$5.50	0%	$0.00	
Family Mer	5/16/2011	$5.50	$5.50	0%	$0.00	
Family Mer	5/16/2011	$5.50	$5.50	0%	$0.00	
Family Mer	5/16/2011	$5.50	$5.50	0%	$0.00	
Family Mer	5/17/2011	$5.50	$5.50	0%	$0.00	
Family Mer	5/17/2011	$16.50	$16.50	0%	$0.00	
Family Mer	5/23/2011	$5.50	$5.50	0%	$0.00	
Family Mer	5/23/2011	$5.50	$5.50	0%	$0.00	
Family Mer	5/23/2011	$5.50	$5.50	0%	$0.00	
Family Mer	5/23/2011	$5.50	$5.50	0%	$0.00	
Single	5/27/2011	$14.29	$14.29	0%	$0.00	
Single	5/27/2011	$30.99	$30.99	0%	$0.00	
Family Mer	6/6/2011	$40.87	$40.87	0%	$0.00	
Family Mer	6/6/2011	$12.73	$12.73	0%	$0.00	
Family Mer	6/6/2011	$6.45	$6.45	0%	$0.00	
Family Mer	6/6/2011	$6.87	$6.87	0%	$0.00	
Family Mer	6/6/2011	$3.65	$3.65	0%	$0.00	
Family Sub	6/1/2011	$73.80	$73.80	0%	$0.00	
Family Sub	6/1/2011	$8.25	$8.25	0%	$0.00	
Family Mer	6/1/2011	$8.80	$8.80	0%	$0.00	
Family Mer	6/1/2011	$11.32	$11.32	0%	$0.00	
Family Mer	6/1/2011	$14.20	$14.20	0%	$0.00	
Family Mer	6/1/2011	$6.57	$6.57	0%	$0.00	
Family Mer	6/1/2011	$7.62	$7.62	0%	$0.00	
Family Mer	6/1/2011	$73.80	$73.80	0%	$0.00	
Family Mer	6/1/2011	$102.78	$102.78	0%	$0.00	
Family Mer	6/1/2011	$23.82	$23.82	0%	$0.00	
Family Mer	6/1/2011	$3.36	$3.36	0%	$0.00	
Family Mer	6/1/2011	$5.03	$5.03	0%	$0.00	
Family Mer	6/1/2011	$3.00	$3.00	0%	$0.00	
Family Mer	6/1/2011	$22.05	$22.05	0%	$0.00	
Family Mer	6/1/2011	$29.21	$29.21	0%	$0.00	
Single	5/26/2011	$1.71	$1.71	0%	$0.00	
Single	5/26/2011	$6.47	$6.47	0%	$0.00	
Single	5/26/2011	$8.80	$8.80	0%	$0.00	
Single	5/28/2011	$5.88	$5.88	0%	$0.00	
Single	5/28/2011	$86.69	$86.69	0%	$0.00	
Single	6/1/2011	$191.75	$191.75	0%	$0.00	
Single	6/2/2011	$89.43	$89.43	0%	$0.00	
Single	6/2/2011	$195.12	$195.12	0%	$0.00	
Single	5/31/2011	$55.44	$55.44	0%	$0.00	
Single	5/31/2011	$192.12	$192.12	0%	$0.00	
Single	6/3/2011	$13.63	$13.63	0%	$0.00	
Family Mer	6/2/2011	$15.34	$15.34	0%	$0.00	
		$1,484.84	########	0%	$0.00	

Single	6/3/2011	$118.40	$118.40	0%	$0.00
Family Sub	5/31/2011	$48.41	$48.41	0%	$0.00
Family Sub	5/31/2011	$16.45	$16.45	0%	$0.00
Family Sub	5/31/2011	$14.29	$14.29	0%	$0.00
Family Sub	6/2/2011	$48.41	$48.41	0%	$0.00
Family Sub	6/2/2011	$6.06	$6.06	0%	$0.00
Family Sub	6/2/2011	$16.45	$16.45	0%	$0.00
Family Sub	6/2/2011	$14.29	$14.29	0%	$0.00
Family Sub	6/6/2011	$48.41	$48.41	0%	$0.00
Family Sub	6/6/2011	$6.06	$6.06	0%	$0.00
Family Sub	6/6/2011	$16.45	$16.45	0%	$0.00
Family Sub	6/6/2011	$14.29	$14.29	0%	$0.00
Single	5/31/2011	$45.87	$45.87	0%	$0.00
Family Sub	5/12/2011	$16.86	$16.86	0%	$0.00
Family Sub	5/12/2011	$11.15	$11.15	0%	$0.00
Family Sub	5/12/2011	$13.98	$13.98	0%	$0.00
Family Sub	5/12/2011	$5.39	$5.39	0%	$0.00
Family Sub	5/12/2011	$1.71	$1.71	0%	$0.00
Family Sub	5/12/2011	$10.78	$10.78	0%	$0.00
Family Sub	5/12/2011	$8.80	$8.80	0%	$0.00
Family Sub	5/12/2011	$22.61	$22.61	0%	$0.00
Single	5/13/2011	$883.24	$883.24	0%	$0.00
Family Sub	6/3/2011	$17.12	$17.12	0%	$0.00
Family Sub	5/24/2011	$975.90	$975.90	0%	$0.00
Family Sub	6/1/2011	$78.80	$78.80	0%	$0.00
Single	5/23/2011	$60.00	$60.00	0%	$0.00
Single	5/23/2011	$3.36	$3.36	0%	$0.00
Single	5/23/2011	$20.00	$20.00	0%	$0.00
Single	5/23/2011	$1.39	$1.39	0%	$0.00
Single	4/27/2011	$132.00	$132.00	0%	$0.00
Family Mer	5/2/2011	$78.80	$78.80	0%	$0.00
Family Mer	5/6/2011	$45.87	$45.87	0%	$0.00
Family Sub	5/25/2011	$205.42	$205.42	0%	$0.00
Family Mer	3/2/2010	$14.00	$14.00	0%	$0.00
Single	6/1/2011	$78.80	$78.80	0%	$0.00
Family Sub	6/6/2011	$45.87	$45.87	0%	$0.00
Family Sub	6/6/2011	$8.25	$8.25	0%	$0.00
Family Sub	6/6/2011	$3.36	$3.36	0%	$0.00
Family Sub	6/6/2011	$3.00	$3.00	0%	$0.00
Family Sub	6/6/2011	$8.08	$8.08	0%	$0.00
Family Sub	6/6/2011	$11.15	$11.15	0%	$0.00
Family Sub	6/6/2011	$4.18	$4.18	0%	$0.00
Family Sub	6/6/2011	$8.80	$8.80	0%	$0.00
Family Mer	6/6/2011	$45.00	$45.00	0%	$0.00
Family Sub	6/6/2011	$45.00	$45.00	0%	$0.00
Family Sub	5/19/2011	$5.50	$5.50	0%	$0.00
Single	6/7/2011	$45.87	$45.87	0%	$0.00
Single	6/1/2011	$20.88	$20.88	0%	$0.00
Single	6/1/2011	$49.59	$49.59	0%	$0.00
Family Mer	5/31/2011	$10.06	$10.06	0%	$0.00
Single	6/1/2011	$44.97	$44.97	0%	$0.00
Family Mer	5/28/2011	$59.99	$59.99	0%	$0.00

Single	6/1/2011	$192.12	$192.12	0%	$0.00
Single	6/2/2011	$38.02	$38.02	0%	$0.00
Single	5/28/2011	$115.69	$115.69	0%	$0.00
Family Mer	6/2/2011	$86.81	$86.81	0%	$0.00
Family Mer	5/28/2011	$200.99	$200.99	0%	$0.00
Single	6/1/2011	$116.67	$116.67	0%	$0.00
Single	6/1/2011	$84.90	$84.90	0%	$0.00
		$4,354.57	########	0%	$0.00

TOTAL: $5,839.41

Account	Corporate I	Invoice Prc	Invoice Nui	InvcPerFrD	InvcPerToI	ClmPerFrD	ClmPerToI	BARS Cust
21185	TX1	618139	230849	6/4/2011	6/10/2011	6/4/2011	6/10/2011	TX433

Settlement	Association	Group Nbr	Section Nb	Group Nan	Coverage	Claim Type	Member ID	Document Control
1	4	21185	4	HIDALGO	Blue Cross	Basic Cove	8.41E+08	0000201115750U6(
1	4	21185	4	HIDALGO	Blue Shielc	Basic Cove	8.37E+08	0000201116050T43
1	4	21185	4	HIDALGO	Blue Shielc	Basic Cove	8.41E+08	0000201113950071
1	4	21185	4	HIDALGO	Blue Shielc	Basic Cove	8.41E+08	0000201113950071
1	4	21185	4	HIDALGO	Blue Shielc	Basic Cove	8.41E+08	0000201113950071
1	4	21185	4	HIDALGO	Blue Shielc	Basic Cove	8.41E+08	0000201113950071
1	4	21185	4	HIDALGO	Blue Shielc	Basic Cove	8.41E+08	0000201113950071
1	4	21185	4	HIDALGO	Blue Shielc	Basic Cove	8.41E+08	0000201113950071
1	4	21185	4	HIDALGO	Blue Shielc	Basic Cove	8.42E+08	0000201116053053
1	4	21185	4	HIDALGO	Blue Shielc	Basic Cove	8.39E+08	0000201116053056
1	4	21185	4	HIDALGO	Blue Shielc	Basic Cove	8.49E+08	0000201115850394
1	4	21185	4	HIDALGO	Blue Shielc	Basic Cove	8.49E+08	0000201115850693
1	4	21185	4	HIDALGO	Blue Shielc	Basic Cove	8.49E+08	0000201115853041
1	4	21185	4	HIDALGO	Blue Shielc	Basic Cove	8.41E+08	0000201116050957
1	4	21185	4	HIDALGO	Blue Shielc	Basic Cove	8.41E+08	0000201116050957
1	4	21185	4	HIDALGO	Blue Shielc	Basic Cove	8.31E+08	0000201114350T19
1	4	21185	4	HIDALGO	Blue Shielc	Basic Cove	8.31E+08	0000201114350Y92
1	4	21185	4	HIDALGO	Blue Shielc	Basic Cove	8.47E+08	00002011157505K5
1	4	21185	4	HIDALGO	Blue Shielc	Basic Cove	8.39E+08	0000201116050G8(
1	4	21185	4	HIDALGO	Blue Shielc	Basic Cove	8.38E+08	0000201115850209
1	4	21185	4	HIDALGO	Blue Shielc	Basic Cove	8.38E+08	0000201115850209
1	4	21185	4	HIDALGO	Blue Shielc	Basic Cove	8.38E+08	0000201115850209
1	4	21185	4	HIDALGO	Blue Shielc	Basic Cove	8.38E+08	0000201115850209
1	4	21185	4	HIDALGO	Blue Shielc	Basic Cove	8.38E+08	0000201115850209
1	4	21185	4	HIDALGO	Drug	Basic Cove	8.31E+08	111403026890017
1	4	21185	4	HIDALGO	Drug	Basic Cove	8.38E+08	111527439284017
1	4	21185	4	HIDALGO	Drug	Basic Cove	8.5E+08	111485137448016
								BASIC PLAN:
1	4	21185	14	HIDALGO	Blue Shielc	Basic Cove	8.43E+08	0000201116150120
1	4	21185	14	HIDALGO	Blue Shielc	Basic Cove	8.44E+08	0000201116150712
1	4	21185	14	HIDALGO	Blue Shielc	Basic Cove	8.44E+08	0000201116150712
1	4	21185	14	HIDALGO	Blue Shielc	Basic Cove	8.39E+08	00002011157504B4
1	4	21185	14	HIDALGO	Blue Shielc	Basic Cove	8.38E+08	0000201116050U1(
1	4	21185	14	HIDALGO	Blue Shielc	Basic Cove	8.38E+08	0000201116050U1(
1	4	21185	14	HIDALGO	Blue Shielc	Basic Cove	8.38E+08	0000201116050U1(
1	4	21185	14	HIDALGO	Blue Shielc	Basic Cove	8.38E+08	0000201116050U1(
1	4	21185	14	HIDALGO	Blue Shielc	Basic Cove	8.38E+08	0000201116050U1(
1	4	21185	14	HIDALGO	Blue Shielc	Basic Cove	8.43E+08	00002011157502F9
1	4	21185	14	HIDALGO	Drug	Basic Cove	8.31E+08	111536610939024
1	4	21185	14	HIDALGO	Drug	Basic Cove	8.4E+08	111484042648029
								BUY-UP PLAN:

Tier	Service Da	Gross Amt	Net Amt	Fee Percer	Fee Amt	Case Nbr
Single	5/31/2011	$175.00	$175.00	0%	$0.00	
Single	5/31/2011	$40.87	$40.87	0%	$0.00	
Family Sub	5/11/2011	$4.66	$4.66	0%	$0.00	
Family Sub	5/11/2011	$3.36	$3.36	0%	$0.00	
Family Sub	5/11/2011	$5.42	$5.42	0%	$0.00	
Family Sub	5/11/2011	$16.32	$16.32	0%	$0.00	
Family Sub	5/11/2011	$7.94	$7.94	0%	$0.00	
Family Sub	5/11/2011	$13.02	$13.02	0%	$0.00	
Family Mer	5/25/2011	$677.30	$677.30	0%	$0.00	
Single	6/7/2011	$166.08	$166.08	0%	$0.00	
Family Sub	5/20/2011	$162.52	$162.52	0%	$0.00	
Family Sub	5/20/2011	$5.50	$5.50	0%	$0.00	
Family Sub	6/3/2011	$73.80	$73.80	0%	$0.00	
Single	5/31/2011	$42.00	$42.00	0%	$0.00	
Single	5/31/2011	$4.87	$4.87	0%	$0.00	
Family Sub	5/18/2011	$41.73	$41.73	0%	$0.00	
Family Sub	5/18/2011	$38.87	$38.87	0%	$0.00	
Family Mer	4/28/2011	$40.87	$40.87	0%	$0.00	
Single	6/2/2011	$42.68	$42.68	0%	$0.00	
Single	6/2/2011	$30.99	$30.99	0%	$0.00	
Single	6/2/2011	$43.43	$43.43	0%	$0.00	
Single	6/2/2011	$1.19	$1.19	0%	$0.00	
Single	6/2/2011	$2.39	$2.39	0%	$0.00	
Single	6/2/2011	$25.96	$25.96	0%	$0.00	
Single	5/20/2011	($644.45)	($644.45)	0%	$0.00	
Single	6/1/2011	$20.62	$20.62	0%	$0.00	
Single	5/28/2011	$110.90	$110.90	0%	$0.00	
		$1,153.84	$1,153.84	0%	$0.00	
Family Sub	6/8/2011	$35.99	$35.99	0%	$0.00	
Single	5/24/2011	$162.52	$162.52	0%	$0.00	
Single	5/24/2011	$57.88	$57.88	0%	$0.00	
Family Sub	5/19/2011	$45.87	$45.87	0%	$0.00	
Single	5/28/2011	$13.22	$13.22	0%	$0.00	
Single	5/28/2011	$8.25	$8.25	0%	$0.00	
Single	5/28/2011	$13.02	$13.02	0%	$0.00	
Single	5/28/2011	$2.71	$2.71	0%	$0.00	
Single	5/28/2011	$3.00	$3.00	0%	$0.00	
Single	6/1/2011	$78.80	$78.80	0%	$0.00	
Family Mer	6/2/2011	$10.63	$10.63	0%	$0.00	
Single	5/28/2011	$1.35	$1.35	0%	$0.00	
		$433.24	$433.24	0%	$0.00	
TOTAL:		$1,587.08				

Account	Corporate I	Invoice Prc	Invoice Nui	InvcPerFrD	InvcPerToI	ClmPerFrD	ClmPerToI	BARS Cust
21185	TX1	618139	230849	6/4/2011	6/10/2011	6/4/2011	6/10/2011	TX433

21185	TX1	618139	230849	6/4/2011	6/10/2011	6/4/2011	6/10/2011	TX433
21185	TX1	618139	230849	6/4/2011	6/10/2011	6/4/2011	6/10/2011	TX433
21185	TX1	618139	230849	6/4/2011	6/10/2011	6/4/2011	6/10/2011	TX433
21185	TX1	618139	230849	6/4/2011	6/10/2011	6/4/2011	6/10/2011	TX433
21185	TX1	618139	230849	6/4/2011	6/10/2011	6/4/2011	6/10/2011	TX433
21185	TX1	618139	230849	6/4/2011	6/10/2011	6/4/2011	6/10/2011	TX433
21185	TX1	618139	230849	6/4/2011	6/10/2011	6/4/2011	6/10/2011	TX433
21185	TX1	618139	230849	6/4/2011	6/10/2011	6/4/2011	6/10/2011	TX433
21185	TX1	618139	230849	6/4/2011	6/10/2011	6/4/2011	6/10/2011	TX433
21185	TX1	618139	230849	6/4/2011	6/10/2011	6/4/2011	6/10/2011	TX433
21185	TX1	618139	230849	6/4/2011	6/10/2011	6/4/2011	6/10/2011	TX433
21185	TX1	618139	230849	6/4/2011	6/10/2011	6/4/2011	6/10/2011	TX433
21185	TX1	618139	230849	6/4/2011	6/10/2011	6/4/2011	6/10/2011	TX433
21185	TX1	618139	230849	6/4/2011	6/10/2011	6/4/2011	6/10/2011	TX433
21185	TX1	618139	230849	6/4/2011	6/10/2011	6/4/2011	6/10/2011	TX433
21185	TX1	618139	230849	6/4/2011	6/10/2011	6/4/2011	6/10/2011	TX433
21185	TX1	618139	230849	6/4/2011	6/10/2011	6/4/2011	6/10/2011	TX433
21185	TX1	618139	230849	6/4/2011	6/10/2011	6/4/2011	6/10/2011	TX433
21185	TX1	618139	230849	6/4/2011	6/10/2011	6/4/2011	6/10/2011	TX433
21185	TX1	618139	230849	6/4/2011	6/10/2011	6/4/2011	6/10/2011	TX433
21185	TX1	618139	230849	6/4/2011	6/10/2011	6/4/2011	6/10/2011	TX433
21185	TX1	618139	230849	6/4/2011	6/10/2011	6/4/2011	6/10/2011	TX433

Settlement	Association	Group Nbr	Section Nb	Group Nan	Coverage	Claim Type	Member ID	Document Control
1	5	21185	5	HIDALGO	Blue Shielc	Basic Cove	8.43E+08	0000201115753026
1	5	21185	5	HIDALGO	Blue Shielc	Basic Cove	8.39E+08	000020111595099A
1	5	21185	5	HIDALGO	Blue Shielc	Basic Cove	8.39E+08	000020111595099A
1	5	21185	5	HIDALGO	Blue Shielc	Basic Cove	8.39E+08	000020111595099A
1	5	21185	5	HIDALGO	Blue Shielc	Basic Cove	8.39E+08	0000201116150762
1	5	21185	5	HIDALGO	Blue Shielc	Basic Cove	8.39E+08	0000201116150762
1	5	21185	5	HIDALGO	Blue Shielc	Basic Cove	8.39E+08	0000201116150762
1	5	21185	5	HIDALGO	Blue Shielc	Basic Cove	8.39E+08	0000201116150762
1	5	21185	5	HIDALGO	Blue Shielc	Basic Cove	8.41E+08	0000201115850379
1	5	21185	5	HIDALGO	Blue Shielc	Basic Cove	8.41E+08	0000201115850379
1	5	21185	5	HIDALGO	Blue Shielc	Basic Cove	8.41E+08	0000201115850379
1	5	21185	5	HIDALGO	Blue Shielc	Basic Cove	8.41E+08	0000201115850379
1	5	21185	5	HIDALGO	Blue Shielc	Basic Cove	8.41E+08	0000201115850379
1	5	21185	5	HIDALGO	Blue Shielc	Basic Cove	8.41E+08	0000201115850379
1	5	21185	5	HIDALGO	Drug	Basic Cove	8.41E+08	111514360870013
1	5	21185	5	HIDALGO	Drug	Basic Cove	8.41E+08	111514360884013
1	5	21185	5	HIDALGO	Drug	Basic Cove	8.44E+08	111517415724002
1	5	21185	5	HIDALGO	Drug	Basic Cove	8.41E+08	111503108792023
1	5	21185	5	HIDALGO	Drug	Basic Cove	8.4E+08	111536748397026
								BASIC PLAN:
1	5	21185	15	HIDALGO	Blue Shielc	Basic Cove	8.38E+08	0000201116050T78
1	5	21185	15	HIDALGO	Blue Shielc	Basic Cove	8.38E+08	0000201116050T78
1	5	21185	15	HIDALGO	Blue Shielc	Basic Cove	8.42E+08	0000201115850372
1	5	21185	15	HIDALGO	Blue Shielc	Basic Cove	8.42E+08	0000201115850372
1	5	21185	15	HIDALGO	Blue Shielc	Basic Cove	8.42E+08	0000201115850372
1	5	21185	15	HIDALGO	Blue Shielc	Basic Cove	8.42E+08	0000201115850372
1	5	21185	15	HIDALGO	Blue Shielc	Basic Cove	8.42E+08	0000201115850372
1	5	21185	15	HIDALGO	Blue Shielc	Basic Cove	8.42E+08	0000201115850372
1	5	21185	15	HIDALGO	Blue Shielc	Basic Cove	8.42E+08	0000201115850372
1	5	21185	15	HIDALGO	Blue Shielc	Basic Cove	8.42E+08	0000201115850372
1	5	21185	15	HIDALGO	Blue Shielc	Basic Cove	8.42E+08	0000201115850165
1	5	21185	15	HIDALGO	Blue Shielc	Basic Cove	8.42E+08	0000201115850165
1	5	21185	15	HIDALGO	Blue Shielc	Basic Cove	8.42E+08	0000201115850165
1	5	21185	15	HIDALGO	Blue Shielc	Basic Cove	8.42E+08	0000201115850165
1	5	21185	15	HIDALGO	Blue Shielc	Basic Cove	8.37E+08	00002011157502C2
1	5	21185	15	HIDALGO	Blue Shielc	Basic Cove	8.37E+08	00002011157502C2
1	5	21185	15	HIDALGO	Blue Shielc	Basic Cove	8.37E+08	00002011157502C2
1	5	21185	15	HIDALGO	Blue Shielc	Basic Cove	8.44E+08	0000201115850814
1	5	21185	15	HIDALGO	Blue Shielc	Basic Cove	8.44E+08	0000201115850817
1	5	21185	15	HIDALGO	Blue Shielc	Basic Cove	8.44E+08	0000201115850817
1	5	21185	15	HIDALGO	Blue Shielc	Basic Cove	8.44E+08	0000201115850817
1	5	21185	15	HIDALGO	Blue Shielc	Basic Cove	8.44E+08	0000201115850817
1	5	21185	15	HIDALGO	Blue Shielc	Basic Cove	8.44E+08	0000201115850817
1	5	21185	15	HIDALGO	Blue Shielc	Basic Cove	8.44E+08	0000201115850817
1	5	21185	15	HIDALGO	Blue Shielc	Basic Cove	8.44E+08	0000201115850817

1	5	21185	15	HIDALGO	Blue Shield	Basic Cove	8.44E+08	0000201115850817
1	5	21185	15	HIDALGO	Blue Shield	Basic Cove	8.44E+08	0000201115850817
1	5	21185	15	HIDALGO	Blue Shield	Basic Cove	8.44E+08	0000201115850817
1	5	21185	15	HIDALGO	Blue Shield	Basic Cove	8.44E+08	0000201115850817
1	5	21185	15	HIDALGO	Blue Shield	Basic Cove	8.44E+08	0000201115850817
1	5	21185	15	HIDALGO	Blue Shield	Basic Cove	8.44E+08	0000201115850817
1	5	21185	15	HIDALGO	Blue Shield	Basic Cove	8.44E+08	0000201115850817
1	5	21185	15	HIDALGO	Blue Shield	Basic Cove	8.44E+08	0000201115850817
1	5	21185	15	HIDALGO	Blue Shield	Basic Cove	8.42E+08	0000201116150657
1	5	21185	15	HIDALGO	Drug	Basic Cove	8.38E+08	111536316127011
1	5	21185	15	HIDALGO	Drug	Basic Cove	8.38E+08	111536316166011
1	5	21185	15	HIDALGO	Drug	Basic Cove	8.38E+08	111536316173011
1	5	21185	15	HIDALGO	Drug	Basic Cove	8.38E+08	111543759297015
1	5	21185	15	HIDALGO	Drug	Basic Cove	8.4E+08	111483557687016
1	5	21185	15	HIDALGO	Drug	Basic Cove	8.36E+08	111503283544025
1	5	21185	15	HIDALGO	Drug	Basic Cove	8.4E+08	111484573892021
1	5	21185	15	HIDALGO	Drug	Basic Cove	8.4E+08	111484574057019
1	5	21185	15	HIDALGO	Drug	Basic Cove	8.45E+08	111493888949019
1	5	21185	15	HIDALGO	Drug	Basic Cove	8.42E+08	111505816023022
1	5	21185	15	HIDALGO	Drug	Basic Cove	8.42E+08	111505818510002
1	5	21185	15	HIDALGO	Drug	Basic Cove	8.35E+08	111532848194007

BUY-UP PLAN:

Tier	Service Da	Gross Amt	Net Amt	Fee Percer	Fee Amt	Case Nbr
Family Mer	5/30/2011	$17.41	$17.41	0%	$0.00	
Family Sub	6/6/2011	$2.71	$2.71	0%	$0.00	
Family Sub	6/6/2011	$11.31	$11.31	0%	$0.00	
Family Sub	6/6/2011	$68.41	$68.41	0%	$0.00	
Family Sub	6/8/2011	$40.87	$40.87	0%	$0.00	
Family Sub	6/8/2011	$27.71	$27.71	0%	$0.00	
Family Sub	6/8/2011	$11.31	$11.31	0%	$0.00	
Family Sub	6/8/2011	$68.41	$68.41	0%	$0.00	
Single	5/31/2011	$166.08	$166.08	0%	$0.00	
Single	5/31/2011	$107.85	$107.85	0%	$0.00	
Single	5/31/2011	$35.00	$35.00	0%	$0.00	
Single	5/31/2011	$0.36	$0.36	0%	$0.00	
Single	5/31/2011	$13.02	$13.02	0%	$0.00	
Single	5/31/2011	$3.00	$3.00	0%	$0.00	
Single	5/31/2011	$10.84	$10.84	0%	$0.00	
Single	5/31/2011	$229.33	$229.33	0%	$0.00	
Single	5/31/2011	$89.70	$89.70	0%	$0.00	
Single	5/30/2011	$159.84	$159.84	0%	$0.00	
Single	6/2/2011	$339.68	$339.68	0%	$0.00	
		$1,402.84	$1,402.84	0%	$0.00	

Family Sub	4/20/2011	$64.00	$64.00	0%	$0.00	
Family Sub	4/20/2011	$68.41	$68.41	0%	$0.00	
Family Sub	5/27/2011	$16.13	$16.13	0%	$0.00	
Family Sub	5/27/2011	$13.98	$13.98	0%	$0.00	
Family Sub	5/27/2011	$12.55	$12.55	0%	$0.00	
Family Sub	5/27/2011	$1.71	$1.71	0%	$0.00	
Family Sub	5/27/2011	$15.47	$15.47	0%	$0.00	
Family Sub	5/27/2011	$15.41	$15.41	0%	$0.00	
Family Sub	5/27/2011	$8.80	$8.80	0%	$0.00	
Family Sub	5/27/2011	$22.61	$22.61	0%	$0.00	
Family Mer	3/3/2011	$45.87	$45.87	0%	$0.00	
Family Mer	3/3/2011	$16.73	$16.73	0%	$0.00	
Family Mer	3/3/2011	$16.73	$16.73	0%	$0.00	
Family Mer	3/3/2011	$12.73	$12.73	0%	$0.00	
Family Mer	6/2/2011	$78.80	$78.80	0%	$0.00	
Family Mer	6/2/2011	$12.73	$12.73	0%	$0.00	
Family Mer	6/2/2011	$8.25	$8.25	0%	$0.00	
Single	5/27/2011	$132.00	$132.00	0%	$0.00	
Single	5/27/2011	$8.25	$8.25	0%	$0.00	
Single	5/27/2011	$2.38	$2.38	0%	$0.00	
Single	5/27/2011	$2.49	$2.49	0%	$0.00	
Single	5/27/2011	$9.43	$9.43	0%	$0.00	
Single	5/27/2011	$8.98	$8.98	0%	$0.00	
Single	5/27/2011	$7.94	$7.94	0%	$0.00	
Single	5/27/2011	$7.00	$7.00	0%	$0.00	
Single	5/27/2011	$5.86	$5.86	0%	$0.00	

Single	5/27/2011	$5.42	$5.42	0%	$0.00
Single	5/27/2011	$13.02	$13.02	0%	$0.00
Single	5/27/2011	$16.32	$16.32	0%	$0.00
Single	5/27/2011	$27.59	$27.59	0%	$0.00
Single	5/27/2011	$89.20	$89.20	0%	$0.00
Single	5/27/2011	$107.82	$107.82	0%	$0.00
Single	5/27/2011	$16.02	$16.02	0%	$0.00
Single	5/27/2011	$139.86	$139.86	0%	$0.00
Family Mer	6/7/2011	$78.07	$78.07	0%	$0.00
Family Mer	6/2/2011	$7.77	$7.77	0%	$0.00
Family Mer	6/2/2011	$89.48	$89.48	0%	$0.00
Family Mer	6/2/2011	$49.48	$49.48	0%	$0.00
Family Mer	6/3/2011	$24.76	$24.76	0%	$0.00
Family Mer	5/28/2011	$9.19	$9.19	0%	$0.00
Family Mer	5/30/2011	$219.91	$219.91	0%	$0.00
Single	5/28/2011	$13.63	$13.63	0%	$0.00
Single	5/28/2011	$116.83	$116.83	0%	$0.00
Single	5/29/2011	$46.87	$46.87	0%	$0.00
Family Mer	5/30/2011	$10.64	$10.64	0%	$0.00
Family Mer	5/30/2011	$0.63	$0.63	0%	$0.00
Single	6/2/2011	$84.90	$84.90	0%	$0.00
		$1,782.65	$1,782.65	0%	$0.00

TOTAL: $3,185.49

Account	Corporate I	Invoice Prc	Invoice Nui	InvcPerFrD	InvcPerToI	ClmPerFrD	ClmPerToI	BARS Cust
HIDALGO COUNTY								
21185	TX1	618139	230849	6/4/2011	6/10/2011	6/4/2011	6/10/2011	TX433
21185	TX1	618139	230849	6/4/2011	6/10/2011	6/4/2011	6/10/2011	TX433
21185	TX1	618139	230849	6/4/2011	6/10/2011	6/4/2011	6/10/2011	TX433
21185	TX1	618139	230849	6/4/2011	6/10/2011	6/4/2011	6/10/2011	TX433
21185	TX1	618139	230849	6/4/2011	6/10/2011	6/4/2011	6/10/2011	TX433
HIDALGO COUNTY								
21185	TX1	618139	230849	6/4/2011	6/10/2011	6/4/2011	6/10/2011	TX433
21185	TX1	618139	230849	6/4/2011	6/10/2011	6/4/2011	6/10/2011	TX433
21185	TX1	618139	230849	6/4/2011	6/10/2011	6/4/2011	6/10/2011	TX433
21185	TX1	618139	230849	6/4/2011	6/10/2011	6/4/2011	6/10/2011	TX433
21185	TX1	618139	230849	6/4/2011	6/10/2011	6/4/2011	6/10/2011	TX433
21185	TX1	618139	230849	6/4/2011	6/10/2011	6/4/2011	6/10/2011	TX433
21185	TX1	618139	230849	6/4/2011	6/10/2011	6/4/2011	6/10/2011	TX433
21185	TX1	618139	230849	6/4/2011	6/10/2011	6/4/2011	6/10/2011	TX433
21185	TX1	618139	230849	6/4/2011	6/10/2011	6/4/2011	6/10/2011	TX433
21185	TX1	618139	230849	6/4/2011	6/10/2011	6/4/2011	6/10/2011	TX433
21185	TX1	618139	230849	6/4/2011	6/10/2011	6/4/2011	6/10/2011	TX433
21185	TX1	618139	230849	6/4/2011	6/10/2011	6/4/2011	6/10/2011	TX433
21185	TX1	618139	230849	6/4/2011	6/10/2011	6/4/2011	6/10/2011	TX433
HEADSTART PROGRAM								
21185	TX1	618139	230849	6/4/2011	6/10/2011	6/4/2011	6/10/2011	TX433
21185	TX1	618139	230849	6/4/2011	6/10/2011	6/4/2011	6/10/2011	TX433
21185	TX1	618139	230849	6/4/2011	6/10/2011	6/4/2011	6/10/2011	TX433
APPRAISAL DISTRICT								
21185	TX1	618139	230849	6/4/2011	6/10/2011	6/4/2011	6/10/2011	TX433

Settlement	Association	Group Nbr	Section Nb	Group Nan	Coverage	Claim Type	Member ID	Document Control
1	7	21185	9001	HIDALGO	Blue Cross	Basic Cove	8.41E+08	00002011130506C7
1	7	21185	9001	HIDALGO	Blue Cross	Basic Cove	8.41E+08	00002011130506C7
1	7	21185	9001	HIDALGO	Blue Shielc	Basic Cove	8.37E+08	0000201115850285
1	7	21185	9001	HIDALGO	Blue Shielc	Basic Cove	8.37E+08	0000201115850555
1	7	21185	9001	HIDALGO	Blue Shielc	Basic Cove	8.37E+08	0000201115850556
								BASIC PLAN:
1	7	21185	9002	HIDALGO	Blue Cross	Basic Cove	8.42E+08	0000201115750U6(
1	7	21185	9002	HIDALGO	Blue Shielc	Basic Cove	8.38E+08	0000201116150922
1	7	21185	9002	HIDALGO	Blue Shielc	Basic Cove	8.5E+08	0000201116053009
1	7	21185	9002	HIDALGO	Blue Shielc	Basic Cove	8.5E+08	0000201116053009
1	7	21185	9002	HIDALGO	Blue Shielc	Basic Cove	8.5E+08	0000201116053009
1	7	21185	9002	HIDALGO	Blue Shielc	Basic Cove	8.47E+08	00002011157500L5
1	7	21185	9002	HIDALGO	Blue Shielc	Basic Cove	8.47E+08	00002011157500L5
1	7	21185	9002	HIDALGO	Drug	Basic Cove	8.38E+08	111523621354015
1	7	21185	9002	HIDALGO	Drug	Basic Cove	8.39E+08	111503905262025
1	7	21185	9002	HIDALGO	Drug	Basic Cove	8.49E+08	111527143767027
1	7	21185	9002	HIDALGO	Drug	Basic Cove	8.49E+08	111533942517011
1	7	21185	9002	HIDALGO	Drug	Basic Cove	8.47E+08	111513378349007
1	7	21185	9002	HIDALGO	Drug	Basic Cove	8.43E+08	111491129981008
								BUY-UP PLAN:
1	7	21185	9002	HIDALGO	Blue Shielc	Basic Cove	8.4E+08	0000201115950290
1	7	21185	9002	HIDALGO	Drug	Basic Cove	8.4E+08	111546065097012
1	7	21185	9002	HIDALGO	Drug	Basic Cove	8.4E+08	111546065981028
								BUY-UP PLAN:
1	7	21185	9002	HIDALGO	Blue Shielc	Basic Cove	8.4E+08	0000201115803003
								BUY-UP PLAN:

Tier	Service Da	Gross Amt	Net Amt	Fee Percer	Fee Amt	Case Nbr
Single	2/7/2011	$70.00	$70.00	0%	$0.00	
Single	2/18/2011	$277.02	$277.02	0%	$0.00	
Family Sub	4/6/2011	$66.88	$66.88	0%	$0.00	
Family Sub	4/11/2011	$179.74	$179.74	0%	$0.00	
Family Sub	4/6/2011	$235.51	$235.51	0%	$0.00	
		$829.15	$829.15	0%	$0.00	
Single	5/16/2011	$1,375.20	$1,375.20	0%	$0.00	
Family Sub	6/1/2011	$45.87	$45.87	0%	$0.00	
Single	6/2/2011	$15.52	$15.52	0%	$0.00	
Single	6/2/2011	$23.34	$23.34	0%	$0.00	
Single	6/2/2011	$11.64	$11.64	0%	$0.00	
Single	5/27/2011	$2.00	$2.00	0%	$0.00	
Single	5/27/2011	$0.32	$0.32	0%	$0.00	
Single	6/1/2011	$2.93	$2.93	0%	$0.00	
Single	5/30/2011	$30.33	$30.33	0%	$0.00	
Single	6/1/2011	$98.35	$98.35	0%	$0.00	
Single	6/2/2011	$4.30	$4.30	0%	$0.00	
Single	5/31/2011	$17.49	$17.49	0%	$0.00	
Single	5/29/2011	$80.43	$80.43	0%	$0.00	
		$1,707.72	$1,707.72	0%	$0.00	
Single	6/6/2011	$35.99	$35.99	0%	$0.00	
Single	6/3/2011	$290.39	$290.39	0%	$0.00	
Single	6/3/2011	$370.84	$370.84	0%	$0.00	
		$697.22	$697.22	0%	$0.00	
Family Sub	5/27/2011	$78.80	$78.80	0%	$0.00	
		$78.80				
TOTAL:		$3,312.89				

Account	Corporate	Invoice Prc	Invoice Nu	InvcPerFrD	InvcPerToD	ClmPerFrD	ClmPerToD	BARS Cus
HIDALGO COUNTY								
21185	TX1	618139	230849	6/4/2011	6/10/2011	6/4/2011	6/10/2011	TX433
21185	TX1	618139	230849	6/4/2011	6/10/2011	6/4/2011	6/10/2011	TX433
21185	TX1	618139	230849	6/4/2011	6/10/2011	6/4/2011	6/10/2011	TX433
21185	TX1	618139	230849	6/4/2011	6/10/2011	6/4/2011	6/10/2011	TX433
21185	TX1	618139	230849	6/4/2011	6/10/2011	6/4/2011	6/10/2011	TX433
21185	TX1	618139	230849	6/4/2011	6/10/2011	6/4/2011	6/10/2011	TX433
21185	TX1	618139	230849	6/4/2011	6/10/2011	6/4/2011	6/10/2011	TX433
21185	TX1	618139	230849	6/4/2011	6/10/2011	6/4/2011	6/10/2011	TX433
21185	TX1	618139	230849	6/4/2011	6/10/2011	6/4/2011	6/10/2011	TX433
21185	TX1	618139	230849	6/4/2011	6/10/2011	6/4/2011	6/10/2011	TX433
21185	TX1	618139	230849	6/4/2011	6/10/2011	6/4/2011	6/10/2011	TX433
21185	TX1	618139	230849	6/4/2011	6/10/2011	6/4/2011	6/10/2011	TX433
21185	TX1	618139	230849	6/4/2011	6/10/2011	6/4/2011	6/10/2011	TX433
21185	TX1	618139	230849	6/4/2011	6/10/2011	6/4/2011	6/10/2011	TX433
DRAINAGE DISTRICT								
21185	TX1	618139	230849	6/4/2011	6/10/2011	6/4/2011	6/10/2011	TX433
21185	TX1	618139	230849	6/4/2011	6/10/2011	6/4/2011	6/10/2011	TX433
21185	TX1	618139	230849	6/4/2011	6/10/2011	6/4/2011	6/10/2011	TX433
21185	TX1	618139	230849	6/4/2011	6/10/2011	6/4/2011	6/10/2011	TX433
21185	TX1	618139	230849	6/4/2011	6/10/2011	6/4/2011	6/10/2011	TX433
21185	TX1	618139	230849	6/4/2011	6/10/2011	6/4/2011	6/10/2011	TX433
21185	TX1	618139	230849	6/4/2011	6/10/2011	6/4/2011	6/10/2011	TX433
21185	TX1	618139	230849	6/4/2011	6/10/2011	6/4/2011	6/10/2011	TX433
21185	TX1	618139	230849	6/4/2011	6/10/2011	6/4/2011	6/10/2011	TX433
21185	TX1	618139	230849	6/4/2011	6/10/2011	6/4/2011	6/10/2011	TX433
21185	TX1	618139	230849	6/4/2011	6/10/2011	6/4/2011	6/10/2011	TX433
21185	TX1	618139	230849	6/4/2011	6/10/2011	6/4/2011	6/10/2011	TX433
HIDALGO COUNTY								
21185	TX1	618139	230849	6/4/2011	6/10/2011	6/4/2011	6/10/2011	TX433
21185	TX1	618139	230849	6/4/2011	6/10/2011	6/4/2011	6/10/2011	TX433
21185	TX1	618139	230849	6/4/2011	6/10/2011	6/4/2011	6/10/2011	TX433
21185	TX1	618139	230849	6/4/2011	6/10/2011	6/4/2011	6/10/2011	TX433
21185	TX1	618139	230849	6/4/2011	6/10/2011	6/4/2011	6/10/2011	TX433
21185	TX1	618139	230849	6/4/2011	6/10/2011	6/4/2011	6/10/2011	TX433
21185	TX1	618139	230849	6/4/2011	6/10/2011	6/4/2011	6/10/2011	TX433
21185	TX1	618139	230849	6/4/2011	6/10/2011	6/4/2011	6/10/2011	TX433
21185	TX1	618139	230849	6/4/2011	6/10/2011	6/4/2011	6/10/2011	TX433
21185	TX1	618139	230849	6/4/2011	6/10/2011	6/4/2011	6/10/2011	TX433
21185	TX1	618139	230849	6/4/2011	6/10/2011	6/4/2011	6/10/2011	TX433
21185	TX1	618139	230849	6/4/2011	6/10/2011	6/4/2011	6/10/2011	TX433
21185	TX1	618139	230849	6/4/2011	6/10/2011	6/4/2011	6/10/2011	TX433
21185	TX1	618139	230849	6/4/2011	6/10/2011	6/4/2011	6/10/2011	TX433
21185	TX1	618139	230849	6/4/2011	6/10/2011	6/4/2011	6/10/2011	TX433
21185	TX1	618139	230849	6/4/2011	6/10/2011	6/4/2011	6/10/2011	TX433
21185	TX1	618139	230849	6/4/2011	6/10/2011	6/4/2011	6/10/2011	TX433
21185	TX1	618139	230849	6/4/2011	6/10/2011	6/4/2011	6/10/2011	TX433
21185	TX1	618139	230849	6/4/2011	6/10/2011	6/4/2011	6/10/2011	TX433

21185	TX1	618139	230849	6/4/2011	6/10/2011	6/4/2011	6/10/2011	TX433
21185	TX1	618139	230849	6/4/2011	6/10/2011	6/4/2011	6/10/2011	TX433
21185	TX1	618139	230849	6/4/2011	6/10/2011	6/4/2011	6/10/2011	TX433
21185	TX1	618139	230849	6/4/2011	6/10/2011	6/4/2011	6/10/2011	TX433
21185	TX1	618139	230849	6/4/2011	6/10/2011	6/4/2011	6/10/2011	TX433
21185	TX1	618139	230849	6/4/2011	6/10/2011	6/4/2011	6/10/2011	TX433
21185	TX1	618139	230849	6/4/2011	6/10/2011	6/4/2011	6/10/2011	TX433
21185	TX1	618139	230849	6/4/2011	6/10/2011	6/4/2011	6/10/2011	TX433
21185	TX1	618139	230849	6/4/2011	6/10/2011	6/4/2011	6/10/2011	TX433
21185	TX1	618139	230849	6/4/2011	6/10/2011	6/4/2011	6/10/2011	TX433
21185	TX1	618139	230849	6/4/2011	6/10/2011	6/4/2011	6/10/2011	TX433
21185	TX1	618139	230849	6/4/2011	6/10/2011	6/4/2011	6/10/2011	TX433
21185	TX1	618139	230849	6/4/2011	6/10/2011	6/4/2011	6/10/2011	TX433

APPRAISAL DISTRICT

21185	TX1	618139	230849	6/4/2011	6/10/2011	6/4/2011	6/10/2011	TX433

Settlement	Association	Group Nbr	Section Nb	Group Nan	Coverage	Claim Type	Member ID	Document Control
1	6	21185	6	HIDALGO	Blue Cross	Basic Cove	8.37E+08	0000201115857795
1	6	21185	6	HIDALGO	Blue Shield	Basic Cove	8.37E+08	0000201115753074
1	6	21185	6	HIDALGO	Blue Shield	Basic Cove	8.43E+08	0000201004757E36
1	6	21185	6	HIDALGO	Blue Shield	Basic Cove	8.43E+08	0000201004757E36
1	6	21185	6	HIDALGO	Blue Shield	Basic Cove	8.43E+08	0000201004757E36
1	6	21185	6	HIDALGO	Blue Shield	Basic Cove	8.43E+08	0000201004757E36
1	6	21185	6	HIDALGO	Blue Shield	Basic Cove	8.43E+08	0000201004757E36
1	6	21185	6	HIDALGO	Blue Shield	Basic Cove	8.43E+08	0000201004757E36
1	6	21185	6	HIDALGO	Blue Shield	Basic Cove	8.43E+08	0000201004757E36
1	6	21185	6	HIDALGO	Drug	Basic Cove	8.42E+08	111521867004029
1	6	21185	6	HIDALGO	Drug	Basic Cove	8.42E+08	111521868223024
1	6	21185	6	HIDALGO	Drug	Basic Cove	8.42E+08	111533721334014
1	6	21185	6	HIDALGO	Drug	Basic Cove	8.42E+08	111533726777026
								BASIC PLAN:
1	6	21185	6	HIDALGO	Blue Shield	Basic Cove	8.37E+08	00002011157500D6
1	6	21185	6	HIDALGO	Blue Shield	Basic Cove	8.37E+08	00002011157500D6
1	6	21185	6	HIDALGO	Blue Shield	Basic Cove	8.37E+08	00002011157500D6
1	6	21185	6	HIDALGO	Blue Shield	Basic Cove	8.37E+08	00002011157500D6
1	6	21185	6	HIDALGO	Blue Shield	Basic Cove	8.37E+08	00002011157500D6
1	6	21185	6	HIDALGO	Blue Shield	Basic Cove	8.37E+08	00002011157500D6
1	6	21185	6	HIDALGO	Blue Shield	Basic Cove	8.37E+08	00002011157500D6
1	6	21185	6	HIDALGO	Blue Shield	Basic Cove	8.37E+08	00002011157500D6
1	6	21185	6	HIDALGO	Blue Shield	Basic Cove	8.37E+08	00002011157500D6
1	6	21185	6	HIDALGO	Blue Shield	Basic Cove	8.37E+08	00002011157500D6
1	6	21185	6	HIDALGO	Blue Shield	Basic Cove	8.37E+08	0000201116050K01
1	6	21185	6	HIDALGO	Drug	Basic Cove	8.37E+08	111525453335010
								BASIC PLAN:
1	6	21185	16	HIDALGO	Blue Cross	Basic Cove	8.41E+08	0000201115750U53
1	6	21185	16	HIDALGO	Blue Cross	Basic Cove	8.39E+08	0000201115750U60
1	6	21185	16	HIDALGO	Blue Shield	Basic Cove	8.38E+08	0000201114650E52
1	6	21185	16	HIDALGO	Blue Shield	Basic Cove	8.39E+08	00002011157508F2
1	6	21185	16	HIDALGO	Blue Shield	Basic Cove	8.39E+08	0000201115850212
1	6	21185	16	HIDALGO	Blue Shield	Basic Cove	8.39E+08	0000201115850917
1	6	21185	16	HIDALGO	Blue Shield	Basic Cove	8.38E+08	0000201116150966
1	6	21185	16	HIDALGO	Blue Shield	Basic Cove	8.38E+08	0000201116150966
1	6	21185	16	HIDALGO	Blue Shield	Basic Cove	8.38E+08	0000201116150966
1	6	21185	16	HIDALGO	Blue Shield	Basic Cove	8.38E+08	0000201116150968
1	6	21185	16	HIDALGO	Blue Shield	Basic Cove	8.42E+08	0000201112650W6
1	6	21185	16	HIDALGO	Blue Shield	Basic Cove	8.42E+08	0000201112650W6
1	6	21185	16	HIDALGO	Blue Shield	Basic Cove	8.42E+08	0000201115150830
1	6	21185	16	HIDALGO	Blue Shield	Basic Cove	8.43E+08	0000201116050B95
1	6	21185	16	HIDALGO	Drug	Basic Cove	8.43E+08	111414968179023

1	6	21185	16	HIDALGO	Drug	Basic Cove	8.41E+08	111534414783014	
1	6	21185	16	HIDALGO	Drug	Basic Cove	8.41E+08	111534435324004	
1	6	21185	16	HIDALGO	Drug	Basic Cove	8.41E+08	111534677294005	
1	6	21185	16	HIDALGO	Drug	Basic Cove	8.38E+08	111516254057008	
1	6	21185	16	HIDALGO	Drug	Basic Cove	8.41E+08	111544302465017	
1	6	21185	16	HIDALGO	Drug	Basic Cove	8.38E+08	111503104665014	
1	6	21185	16	HIDALGO	Drug	Basic Cove	8.38E+08	111503104816028	
1	6	21185	16	HIDALGO	Drug	Basic Cove	8.38E+08	111518621494008	
1	6	21185	16	HIDALGO	Drug	Basic Cove	8.35E+08	111514091232023	
1	6	21185	16	HIDALGO	Drug	Basic Cove	8.35E+08	111514091256023	
1	6	21185	16	HIDALGO	Drug	Basic Cove	8.4E+08	111494738126010	
1	6	21185	16	HIDALGO	Drug	Basic Cove	8.37E+08	111533521663024	
1	6	21185	16	HIDALGO	Drug	Basic Cove	8.42E+08	111514809976009	
								BUY-UP PLAN:	

1	6	21185	16	HIDALGO	Blue Shield	Basic Cove	8.4E+08	0000201007857497	
								BUY-UP PLAN:	

Tier	Service Da	Gross Amt	Net Amt	Fee Percer	Fee Amt	Case Nbr
Single	5/18/2011	$8.38	$8.38	0%	$0.00	
Single	6/2/2011	$73.80	$73.80	0%	$0.00	
Single	1/19/2010	($18.80)	($18.80)	0%	$0.00	
Single	1/19/2010	$19.46	$19.46	0%	$0.00	
Single	1/20/2010	($13.10)	($13.10)	0%	$0.00	
Single	1/20/2010	$13.54	$13.54	0%	$0.00	
Single	1/21/2010	($13.10)	($13.10)	0%	$0.00	
Single	1/21/2010	$13.54	$13.54	0%	$0.00	
Single	1/22/2010	($7.27)	($7.27)	0%	$0.00	
Single	1/22/2010	$7.49	$7.49	0%	$0.00	
Single	6/1/2011	$159.91	$159.91	0%	$0.00	
Single	6/1/2011	$200.99	$200.99	0%	$0.00	
Single	6/2/2011	$93.14	$93.14	0%	$0.00	
Single	6/2/2011	$212.28	$212.28	0%	$0.00	
		$750.26	$750.26	0%	$0.00	
Single	5/12/2011	$40.87	$40.87	0%	$0.00	
Single	5/12/2011	$23.82	$23.82	0%	$0.00	
Single	5/12/2011	$10.27	$10.27	0%	$0.00	
Single	5/12/2011	$13.02	$13.02	0%	$0.00	
Single	5/12/2011	$9.43	$9.43	0%	$0.00	
Single	5/12/2011	$12.55	$12.55	0%	$0.00	
Single	5/12/2011	$8.25	$8.25	0%	$0.00	
Single	5/12/2011	$9.57	$9.57	0%	$0.00	
Single	5/12/2011	$5.98	$5.98	0%	$0.00	
Single	5/12/2011	$3.00	$3.00	0%	$0.00	
Single	6/1/2011	$40.87	$40.87	0%	$0.00	
Single	6/1/2011	$115.69	$115.69	0%	$0.00	
		$293.32	$293.32	0%	$0.00	
Single	5/11/2011	$201.45	$201.45	0%	$0.00	
Single	5/31/2011	$260.50	$260.50	0%	$0.00	
Family Mer	5/24/2011	$164.46	$164.46	0%	$0.00	
Single	5/31/2011	$11.69	$11.69	0%	$0.00	
Single	6/1/2011	$78.80	$78.80	0%	$0.00	
Single	5/31/2011	$52.39	$52.39	0%	$0.00	
Family Mer	6/8/2011	$45.87	$45.87	0%	$0.00	
Family Mer	6/8/2011	$13.02	$13.02	0%	$0.00	
Family Mer	6/8/2011	$3.00	$3.00	0%	$0.00	
Family Mer	6/8/2011	$8.25	$8.25	0%	$0.00	
Family Sub	4/18/2011	$66.31	$66.31	0%	$0.00	
Family Sub	4/18/2011	$22.86	$22.86	0%	$0.00	
Family Sub	5/24/2011	$78.80	$78.80	0%	$0.00	
Single	6/3/2011	$45.87	$45.87	0%	$0.00	
Single	5/21/2011	($47.82)	($47.82)	0%	$0.00	

Single	6/2/2011	$373.37	$373.37	0%	$0.00
Single	6/2/2011	$116.83	$116.83	0%	$0.00
Single	6/2/2011	$114.98	$114.98	0%	$0.00
Family Mer	5/31/2011	$30.97	$30.97	0%	$0.00
Single	6/3/2011	$31.89	$31.89	0%	$0.00
Family Mer	5/30/2011	$61.02	$61.02	0%	$0.00
Family Mer	5/30/2011	$119.84	$119.84	0%	$0.00
Single	5/31/2011	$0.80	$0.80	0%	$0.00
Single	5/31/2011	$59.95	$59.95	0%	$0.00
Single	5/31/2011	$79.67	$79.67	0%	$0.00
Single	5/29/2011	$49.92	$49.92	0%	$0.00
Single	6/2/2011	$94.21	$94.21	0%	$0.00
Single	5/31/2011	$0.20	$0.20	0%	$0.00
		$2,139.10	$2,139.10	0%	$0.00
Family Mer	3/2/2010	($13.79)	($13.79)	0%	$0.00
		($13.79)	($13.79)	0%	$0.00
TOTAL:		$3,168.89			

Invoices - Invoice Details

Invoice ID: TX433010006 - HIDALGO COUNTY

Invoice Period: 05/28/2011 - 06/03/2011 Process Date: 06/03/2011

Invoice Detail

Invoice Detail summarizes claims activity by association.

Claim Period: 05/28/2011 - 05/31/2011

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	$923,651.61	$33,422.49	$0.00	$0.00	$33,422.49	548
TX433	01	002	HEAD START	$180,799.34	$6,354.42	$0.00	$0.00	$6,354.42	93
TX433	01	003	APPRAISAL DISTRICT	$40,593.83	$1,214.22	$0.00	$0.00	$1,214.22	19
TX433	01	004	COMMUNITY SERVICE	$16,068.90	$1,690.01	$0.00	$0.00	$1,690.01	9
TX433	01	005	DRAINAGE DISTRICT	$29,538.54	$825.97	$0.00	$0.00	$825.97	16
TX433	01	006	RETIREES	$73,847.89	$225.47	$0.00	$0.00	$225.47	7
TX433	01	007	COBRA	$24,098.23	$433.14	$0.00	$0.00	$433.14	12
			Customer Total Claims	$1,288,598.34	$44,165.72	$0.00	$0.00	$44,165.72	704
			Customer Grand Total	$1,288,598.34	$44,165.72	$0.00	$0.00	$44,165.72	704

Invoices - Invoice Details

Invoice ID: TX433010006 - HIDALGO COUNTY

Invoice Period: 05/28/2011 - 06/03/2011 Process Date: 06/03/2011

Invoice Detail

Invoice Detail summarizes claims activity by association.

Claim Period: 06/01/2011 - 06/03/2011

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	$136,197.53	$136,197.53	$43,670.57	$0.00	$92,526.96	1,316
TX433	01	002	HEAD START	$25,725.64	$25,725.64	$9,961.64	$0.00	$15,764.00	251
TX433	01	003	APPRAISAL DISTRICT	$6,902.76	$6,902.76	$5,200.68	$0.00	$1,702.08	62
TX433	01	004	COMMUNITY SERVICE	$1,165.85	$1,165.85	$494.83	$0.00	$671.02	35
TX433	01	005	DRAINAGE DISTRICT	$2,610.70	$2,610.70	$1,493.86	$0.00	$1,116.84	50
TX433	01	006	RETIREES	$5,176.03	$5,176.03	$4,536.06	$0.00	$639.97	40
TX433	01	007	COBRA	$11,529.44	$11,529.44	$1,316.15	$0.00	$10,213.29	34
			Customer Total Claims	$189,307.95	$189,307.95	$66,673.79	$0.00	$122,634.16	1,788
			Customer Grand Total	$189,307.95	$189,307.95	$66,673.79	$0.00	$122,634.16	1,788

Invoices - Invoice Details

Invoice ID: TX433010006 - HIDALGO COUNTY

Invoice Period: 06/04/2011 - 06/10/2011 Process Date: 06/10/2011

Invoice Detail

Invoice Detail summarizes claims activity by association.

Claim Period: 06/04/2011 - 06/10/2011

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	$423,454.25	$287,256.72	$43,696.29	$0.00	$243,560.43	2,500
TX433	01	002	HEAD START	$108,918.17	$83,192.53	$7,956.45	$0.00	$75,236.08	652
TX433	01	003	APPRAISAL DISTRICT	$12,742.17	$5,839.41	$1,866.09	$0.00	$3,973.32	104
TX433	01	004	COMMUNITY SERVICE	$2,752.93	$1,587.08	($500.95)	$0.00	$2,088.03	37
TX433	01	005	DRAINAGE DISTRICT	$5,796.19	$3,185.49	$1,503.48	$0.00	$1,682.01	66
TX433	01	006	RETIREES	$8,344.92	$3,168.89	$1,867.84	$0.00	$1,301.05	43
TX433	01	007	COBRA	$14,842.33	$3,312.89	$895.06	$0.00	$2,417.83	22
			Customer Total Claims	$576,850.96	$387,543.01	$57,284.26	$0.00	$330,258.75	3,424
			Customer Grand Total	$576,850.96	$387,543.01	$57,284.26	$0.00	$330,258.75	3,424

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

FOR THE PERIOD OF **May 28-31, 2011 to June 1-10, 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 **$ 621,016.68.**

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 05/28/2011 to 06/10/2011 is $ 621,016.68.

Dept. of Budget & Management/Employee Benefits Section is requesting approval of this payment on the Commissioners' Court Agenda of June 21, 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.

Nora Vasquez — Employee Benefits Director — Date 6/15/2011

Dept. of Budget & Management Budget Officer — Date 6-15-11

Commissioner's Court Approval — Date

BlueCross BlueShield of Texas

Group # 021185 **HIDALGO COUNTY**
Settlement ID: **TX433010006**
Processed Date
Period 05/28/2011 to 05/31/2011

SECTION		
0001-0011	HIDALGO COUNTY	$ 33,422.49
0002-0012	HEADSTART	$ 6,354.42
0003-0013	APPRAISAL DISTRICT	$ 1,214.22
0004-0014	COMMUNITY SERVICE	$ 1,690.01
0005-0015	DRAINAGE DISTRICT	$ 825.97
9001-9002	COBRA	$ 433.14
0006-0016	RETIREE	$ 225.47

$44,165.72

Account	Corporate	Invoice Prc	Invoice Nu	InvcPerFrD	InvcPerToD	ClmPerFrD	ClmPerToD	BARS Cus
21185	TX1	618139	229595	5/28/2011	6/3/2011	5/28/2011	5/31/2011	TX433

21185	TX1	618139	229595	5/28/2011	6/3/2011	5/28/2011	5/31/2011 TX433

21185	TX1	618139	229595	5/28/2011	6/3/2011	5/28/2011	5/31/2011 TX433

21185	TX1	618139	229595	5/28/2011	6/3/2011	5/28/2011	5/31/2011 TX433

21185	TX1	618139	229595	5/28/2011	6/3/2011	5/28/2011	5/31/2011 TX433

21185	TX1	618139	229595	5/28/2011	6/3/2011	5/28/2011	5/31/2011 TX433

21185	TX1	618139	229595	5/28/2011	6/3/2011	5/28/2011	5/31/2011 TX433

21185	TX1	618139	229595	5/28/2011	6/3/2011	5/28/2011	5/31/2011 TX433

21185	TX1	618139	229595	5/28/2011	6/3/2011	5/28/2011	5/31/2011 TX433

21185	TX1	618139	229595	5/28/2011	6/3/2011	5/28/2011	5/31/2011 TX433

21185	TX1	618139	229595	5/28/2011	6/3/2011	5/28/2011	5/31/2011	TX433

Settlement	Association	Group Nbr	Section Nb	Group Nan	Coverage	Claim Type	Member ID
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1	1	21185	11	HIDALGO	Blue Shield	Basic Cove	845343655
1	1	21185	11	HIDALGO	Blue Shield	Basic Cove	845343655

Document Control	Tier	Service Da	Gross Amt	Net Amt	Fee Percer	Fee Amt	Case Nbr
00002011151507Y8060X	Family Mer	5/24/2011	$456.68	$456.68	0%	$0.00	
00002011151504X5960X	Single	5/23/2011	$1,528.85	$1,528.85	0%	$0.00	
00002011151501Y6130X	Single	3/1/2011	$1,057.06	$1,057.06	0%	$0.00	
00002011151507Y7710X	Family Sub	5/24/2011	$1,236.50	$1,236.50	0%	$0.00	
00002011137508S2550X	Family Mer	5/10/2011	$279.34	$279.34	0%	$0.00	
00002011151504X6800X	Family Sub	5/20/2011	$24.35	$24.35	0%	$0.00	
00002011151507Y7180X	Single	5/24/2011	$175.00	$175.00	0%	$0.00	
00002011151504X3380X	Family Sub	5/25/2011	$548.00	$548.00	0%	$0.00	
00002011151502X8530X	Family Mer	5/24/2011	$513.81	$513.81	0%	$0.00	
00002011151504X6780X	Single	5/20/2011	$281.50	$281.50	0%	$0.00	
0000201115103042580C	Single	5/23/2011	$74.00	$74.00	0%	$0.00	
00002011151502 7H770X	Single	5/20/2011	$179.74	$179.74	0%	$0.00	
0000201115153090630T	Family Mer	5/27/2011	$40.87	$40.87	0%	$0.00	
0000201115153090630T	Family Mer	5/27/2011	$5.50	$5.50	0%	$0.00	
0000201115153090630T	Family Mer	5/27/2011	$2.71	$2.71	0%	$0.00	
0000201115153090630T	Family Mer	5/27/2011	$6.71	$6.71	0%	$0.00	
0000201115150236B20X	Single	5/23/2011	$40.87	$40.87	0%	$0.00	
0000201115150236B20X	Single	5/23/2011	$0.45	$0.45	0%	$0.00	
0000201115150236B20X	Single	5/23/2011	$25.55	$25.55	0%	$0.00	
0000201115150236B20X	Single	5/23/2011	$5.52	$5.52	0%	$0.00	
0000201115150236B20X	Single	5/23/2011	$25.55	$25.55	0%	$0.00	
0000201115153047840T	Single	5/25/2011	$23.34	$23.34	0%	$0.00	
0000201115150742B20X	Single	5/26/2011	$40.87	$40.87	0%	$0.00	
0000201115150742B20X	Single	5/26/2011	$2.71	$2.71	0%	$0.00	
0000201115150742B20X	Single	5/26/2011	$6.71	$6.71	0%	$0.00	
0000201115150742B20X	Single	5/26/2011	$19.49	$19.49	0%	$0.00	
0000201115150742B20X	Single	5/26/2011	$19.49	$19.49	0%	$0.00	
0000201115150742B20X	Single	5/26/2011	$19.49	$19.49	0%	$0.00	
0000201114750901F40X	Family Mer	5/18/2011	$7.17	$7.17	0%	$0.00	
0000201114750901F40X	Family Mer	5/18/2011	$16.32	$16.32	0%	$0.00	
0000201114750901F40X	Family Mer	5/18/2011	$13.78	$13.78	0%	$0.00	
0000201114750901F40X	Family Mer	5/18/2011	$8.76	$8.76	0%	$0.00	
0000201114750901F40X	Family Mer	5/18/2011	$5.03	$5.03	0%	$0.00	
0000201114750901F40X	Family Mer	5/18/2011	$6.52	$6.52	0%	$0.00	
0000201114750901F40X	Family Mer	5/18/2011	$4.61	$4.61	0%	$0.00	
0000201114750901F40X	Family Mer	5/18/2011	$18.62	$18.62	0%	$0.00	
0000201115150241A30X	Single	5/5/2011	$10.82	$10.82	0%	$0.00	
0000201115153037120T	Single	5/25/2011	$17.23	$17.23	0%	$0.00	
0000201115153037120T	Single	5/25/2011	$8.87	$8.87	0%	$0.00	
0000201115153037120T	Single	5/25/2011	$5.69	$5.69	0%	$0.00	
0000201115153037120T	Single	5/25/2011	$1.85	$1.85	0%	$0.00	
0000201115150274A70X	Family Sub	5/25/2011	$40.87	$40.87	0%	$0.00	
0000201115150274A70X	Family Sub	5/25/2011	$5.03	$5.03	0%	$0.00	
0000201115150274A70X	Family Sub	5/25/2011	$3.45	$3.45	0%	$0.00	
0000201115150274A70X	Family Sub	5/25/2011	$8.25	$8.25	0%	$0.00	
00002011151508 9D220X	Family Sub	5/25/2011	$1.71	$1.71	0%	$0.00	
00002011151508 9D220X	Family Sub	5/25/2011	$8.80	$8.80	0%	$0.00	
0000201115150162B40X	Family Mer	9/8/2010	$40.87	$40.87	0%	$0.00	
0000201115150162B40X	Family Mer	9/8/2010	$85.41	$85.41	0%	$0.00	
0000201115150162B40X	Family Mer	9/8/2010	$42.70	$42.70	0%	$0.00	
0000201115150162B40X	Family Mer	9/8/2010	$0.01	$0.01	0%	$0.00	

0000201115150162B40X	Family Mer	9/8/2010	$0.01	$0.01	0%	$0.00
0000201115153037050T	Family Mer	5/25/2011	$7.50	$7.50	0%	$0.00
0000201115150705B30X	Family Mer	5/26/2011	$88.95	$88.95	0%	$0.00
0000201115153040200T	Family Mer	5/26/2011	$30.16	$30.16	0%	$0.00
0000201115153040200T	Family Mer	5/26/2011	$22.76	$22.76	0%	$0.00
0000201115153088740T	Single	5/25/2011	$595.59	$595.59	0%	$0.00
0000201108350Q63380X	Single	3/7/2011	$724.90	$724.90	0%	$0.00
0000201108350Q63380X	Single	3/7/2011	($36.18)	($36.18)	0%	$0.00
0000201108350Q63380X	Single	3/7/2011	$42.00	$42.00	0%	$0.00
0000201108350Q63380X	Single	3/7/2011	($3.00)	($3.00)	0%	$0.00
0000201108350Q63380X	Single	3/7/2011	$3.00	$3.00	0%	$0.00
000020111515041J590X	Single	5/18/2011	$8.08	$8.08	0%	$0.00
000020111515041J590X	Single	5/18/2011	$11.41	$11.41	0%	$0.00
000020111515041J590X	Single	5/18/2011	$3.55	$3.55	0%	$0.00
000020111515041J590X	Single	5/18/2011	$21.19	$21.19	0%	$0.00
000020111515041J590X	Single	5/18/2011	$21.49	$21.49	0%	$0.00
000020111515043Y780X	Single	5/21/2011	$6.17	$6.17	0%	$0.00
000020111515063W240X	Family Mer	5/19/2011	$34.88	$34.88	0%	$0.00
000020111515026H180X	Family Mer	5/24/2011	$40.87	$40.87	0%	$0.00
000020111515026H180X	Family Mer	5/24/2011	$12.73	$12.73	0%	$0.00
000020111515057P480X	Family Mer	4/14/2011	$40.87	$40.87	0%	$0.00
000020111515052C240X	Family Mer	5/24/2011	$73.80	$73.80	0%	$0.00
000020111515057P360X	Family Mer	4/14/2011	$40.87	$40.87	0%	$0.00
000020111515057P360X	Family Mer	4/14/2011	$12.73	$12.73	0%	$0.00
000020111515057P360X	Family Mer	4/14/2011	$25.55	$25.55	0%	$0.00
000020111515057P360X	Family Mer	4/14/2011	$10.12	$10.12	0%	$0.00
000020111515029N820X	Family Mer	5/26/2011	$40.87	$40.87	0%	$0.00
000020111515031P130X	Single	5/23/2011	$40.87	$40.87	0%	$0.00
000020111515035C160X	Single	5/20/2011	$73.80	$73.80	0%	$0.00
000020111515065J580X	Single	5/5/2011	$15.47	$15.47	0%	$0.00
000020111515065J580X	Single	5/5/2011	$15.41	$15.41	0%	$0.00
000020111515065J580X	Single	5/5/2011	$11.15	$11.15	0%	$0.00
000020111515065J580X	Single	5/5/2011	$13.98	$13.98	0%	$0.00
000020111515065J580X	Single	5/5/2011	$23.26	$23.26	0%	$0.00
000020111515065J580X	Single	5/5/2011	$7.27	$7.27	0%	$0.00
000020111515065J580X	Single	5/5/2011	$8.80	$8.80	0%	$0.00
000020111515055E850X	Single	5/24/2011	$3.28	$3.28	0%	$0.00
000020111515055E850X	Single	5/24/2011	$4.26	$4.26	0%	$0.00
000020111515055E850X	Single	5/24/2011	$6.80	$6.80	0%	$0.00
000020111515055E850X	Single	5/24/2011	$5.84	$5.84	0%	$0.00
0000201114750891T20X	Single	5/20/2011	$83.98	$83.98	0%	$0.00
0000201114750891T20X	Single	5/20/2011	$11.04	$11.04	0%	$0.00
000020111515037X090X	Family Mer	4/30/2011	$73.07	$73.07	0%	$0.00
000020111515037X090X	Family Mer	4/30/2011	$2.38	$2.38	0%	$0.00
000020111515037X090X	Family Mer	4/30/2011	$8.25	$8.25	0%	$0.00
000020111515037X090X	Family Mer	4/30/2011	$12.73	$12.73	0%	$0.00
0000201114750639H30X	Family Mer	5/25/2011	$40.87	$40.87	0%	$0.00
000020111515037X300X	Family Sub	4/28/2011	$2.59	$2.59	0%	$0.00
000020111515037X300X	Family Sub	4/28/2011	$23.82	$23.82	0%	$0.00
000020111515037X300X	Family Sub	4/28/2011	$3.00	$3.00	0%	$0.00
000020111515037X300X	Family Sub	4/28/2011	$12.73	$12.73	0%	$0.00
000020111515037X300X	Family Sub	4/28/2011	$8.25	$8.25	0%	$0.00

000020111515037X300X	Family Sub	4/28/2011	$64.52	$64.52	0%	$0.00
000020111515037X300X	Family Sub	4/28/2011	$25.55	$25.55	0%	$0.00
000020111515037X300X	Family Sub	4/28/2011	$10.12	$10.12	0%	$0.00
000020111515089OB00X	Family Sub	5/23/2011	$21.30	$21.30	0%	$0.00
000020111515017U580X	Single	5/23/2011	$40.87	$40.87	0%	$0.00
0000201114650D54370X	Single	4/6/2011	$37.33	$37.33	0%	$0.00
0000201114650D54370X	Single	4/6/2011	$6.74	$6.74	0%	$0.00
0000201114650D54370X	Single	4/6/2011	$19.30	$19.30	0%	$0.00
000020111515036C200X	Family Sub	5/25/2011	$65.87	$65.87	0%	$0.00
000020111515065S300X	Family Mer	5/26/2011	$40.87	$40.87	0%	$0.00
000020111515065S120X	Family Mer	5/26/2011	$74.88	$74.88	0%	$0.00
000020111515065S120X	Family Mer	5/26/2011	$33.82	$33.82	0%	$0.00
000020111515065S120X	Family Mer	5/26/2011	$21.35	$21.35	0%	$0.00
000020111515038SC30X	Single	5/12/2011	$14.09	$14.09	0%	$0.00
000020111515038SC30X	Single	5/12/2011	$37.11	$37.11	0%	$0.00
000020111515038SC30X	Single	5/12/2011	$76.19	$76.19	0%	$0.00
000020111515038SC60X	Single	5/2/2011	$191.08	$191.08	0%	$0.00
000020111515038SC60X	Single	5/2/2011	$17.41	$17.41	0%	$0.00
000020111515038SC60X	Single	5/2/2011	$10.18	$10.18	0%	$0.00
000020111515038SC60X	Single	5/2/2011	$8.25	$8.25	0%	$0.00
000020111515038SC60X	Single	5/2/2011	$2.38	$2.38	0%	$0.00
000020111515038SC60X	Single	5/2/2011	$3.00	$3.00	0%	$0.00
000020111515038SC60X	Single	5/2/2011	$19.74	$19.74	0%	$0.00
000020111515038SC60X	Single	5/2/2011	$71.88	$71.88	0%	$0.00
000020111515038SC60X	Single	5/2/2011	$23.82	$23.82	0%	$0.00
000020111515087W300X	Single	5/9/2011	$73.80	$73.80	0%	$0.00
000020111515087W300X	Single	5/9/2011	$23.82	$23.82	0%	$0.00
000020111515087W300X	Single	5/9/2011	$202.21	$202.21	0%	$0.00
000020111515087W300X	Single	5/9/2011	$186.19	$186.19	0%	$0.00
000020111515087W300X	Single	5/9/2011	$2.38	$2.38	0%	$0.00
000020111515089B00X	Single	5/20/2011	$40.87	$40.87	0%	$0.00
000020111515089B00X	Single	5/20/2011	$2.38	$2.38	0%	$0.00
000020111515089B00X	Single	5/20/2011	$3.00	$3.00	0%	$0.00
000020111515024C000X	Single	5/26/2011	$40.87	$40.87	0%	$0.00
000020111515024C000X	Single	5/26/2011	$23.82	$23.82	0%	$0.00
000020111515076N380X	Single	5/12/2011	$5.50	$5.50	0%	$0.00
000020111515076N380X	Single	5/12/2011	$11.00	$11.00	0%	$0.00
000020111515076N380X	Single	5/12/2011	$16.50	$16.50	0%	$0.00
000020111515076N380X	Single	5/12/2011	$5.50	$5.50	0%	$0.00
000020111515076N380X	Single	5/12/2011	$5.50	$5.50	0%	$0.00
000020111515076N380X	Single	5/12/2011	$16.50	$16.50	0%	$0.00
000020111515076N380X	Single	5/12/2011	$5.50	$5.50	0%	$0.00
000020111515076N380X	Single	5/12/2011	$5.50	$5.50	0%	$0.00
000020111515076N380X	Single	5/12/2011	$5.50	$5.50	0%	$0.00
000020111515076N380X	Single	5/13/2011	$5.50	$5.50	0%	$0.00
000020111515076N380X	Single	5/13/2011	$5.50	$5.50	0%	$0.00
000020111515076N380X	Single	5/13/2011	$5.50	$5.50	0%	$0.00
000020111515076N380X	Single	5/13/2011	$5.50	$5.50	0%	$0.00
000020111515076N380X	Single	5/13/2011	$5.50	$5.50	0%	$0.00
000020111515076N380X	Single	5/13/2011	$5.50	$5.50	0%	$0.00
000020111515076N380X	Single	5/13/2011	$5.50	$5.50	0%	$0.00
000020111515051F580X	Single	5/25/2011	$40.87	$40.87	0%	$0.00

000020111515051F580X	Single	5/25/2011	$10.12	$10.12	0%	$0.00
000020111515051F580X	Single	5/25/2011	$25.55	$25.55	0%	$0.00
000020111515089N060X	Single	5/21/2011	$73.07	$73.07	0%	$0.00
000020111515089N060X	Single	5/21/2011	$8.25	$8.25	0%	$0.00
000020111515089N060X	Single	5/21/2011	$2.38	$2.38	0%	$0.00
000020111515089N060X	Single	5/21/2011	$2.49	$2.49	0%	$0.00
000020111515089N060X	Single	5/21/2011	$8.98	$8.98	0%	$0.00
000020111515089N060X	Single	5/21/2011	$7.94	$7.94	0%	$0.00
000020111515089N060X	Single	5/21/2011	$7.00	$7.00	0%	$0.00
000020111515089N060X	Single	5/21/2011	$5.86	$5.86	0%	$0.00
000020111515089N060X	Single	5/21/2011	$13.02	$13.02	0%	$0.00
000020111515089N060X	Single	5/21/2011	$16.32	$16.32	0%	$0.00
0000201115153038940T	Single	5/24/2011	$6.94	$6.94	0%	$0.00
000020111515019Y300X	Family Sub	5/20/2011	$40.87	$40.87	0%	$0.00
000020111515017B40X	Family Mer	5/25/2011	$40.87	$40.87	0%	$0.00
000020111515017B40X	Family Mer	5/25/2011	$8.25	$8.25	0%	$0.00
000020111515017B40X	Family Mer	5/25/2011	$12.73	$12.73	0%	$0.00
000020111515026L420X	Family Sub	5/25/2011	$73.80	$73.80	0%	$0.00
000020111515026L420X	Family Sub	5/25/2011	$5.03	$5.03	0%	$0.00
000020111515026L420X	Family Sub	5/25/2011	$4.45	$4.45	0%	$0.00
000020111515026L420X	Family Sub	5/25/2011	$8.44	$8.44	0%	$0.00
000020111515026L420X	Family Sub	5/25/2011	$9.27	$9.27	0%	$0.00
000020111515026L420X	Family Sub	5/25/2011	$13.02	$13.02	0%	$0.00
000020111515026L420X	Family Sub	5/25/2011	$3.00	$3.00	0%	$0.00
000020111515026L420X	Family Sub	5/25/2011	$9.43	$9.43	0%	$0.00
000020111515026L420X	Family Sub	5/25/2011	$3.36	$3.36	0%	$0.00
000020111515026L420X	Family Sub	5/25/2011	$7.94	$7.94	0%	$0.00
000020111515037E380X	Family Mer	5/25/2011	$10.06	$10.06	0%	$0.00
000020111515037E380X	Family Mer	5/25/2011	$4.73	$4.73	0%	$0.00
000020111515037E380X	Family Mer	5/25/2011	$4.31	$4.31	0%	$0.00
000020111515037E380X	Family Mer	5/25/2011	$9.29	$9.29	0%	$0.00
000020111515015G300X	Single	5/26/2011	$127.00	$127.00	0%	$0.00
000020111515015G300X	Single	5/26/2011	$23.82	$23.82	0%	$0.00
000020111515015G300X	Single	5/26/2011	$2.38	$2.38	0%	$0.00
000020111515015G300X	Single	5/26/2011	$8.25	$8.25	0%	$0.00
000020111515015G300X	Single	5/26/2011	$3.00	$3.00	0%	$0.00
000020111515017K730X	Single	5/10/2011	$17.36	$17.36	0%	$0.00
000020111515017K730X	Single	5/10/2011	$11.98	$11.98	0%	$0.00
000020111515017K730X	Single	5/10/2011	$11.15	$11.15	0%	$0.00
000020111515017K730X	Single	5/10/2011	$13.98	$13.98	0%	$0.00
000020111515017K730X	Single	5/10/2011	$1.71	$1.71	0%	$0.00
000020111515017K730X	Single	5/10/2011	$13.62	$13.62	0%	$0.00
000020111515029Y420X	Single	5/24/2011	$14.09	$14.09	0%	$0.00
000020111515029Y420X	Single	5/24/2011	$107.06	$107.06	0%	$0.00
000020111515006X180X	Single	5/25/2011	$248.97	$248.97	0%	$0.00
000020111515002X550X	Single	5/23/2011	$4.94	$4.94	0%	$0.00
000020111515002X550X	Single	5/23/2011	$16.32	$16.32	0%	$0.00
000020111515002X550X	Single	5/23/2011	$8.76	$8.76	0%	$0.00
000020111515002X550X	Single	5/23/2011	$16.46	$16.46	0%	$0.00
000020111515002X550X	Single	5/23/2011	$3.00	$3.00	0%	$0.00
000020111515002X550X	Single	5/23/2011	$9.27	$9.27	0%	$0.00
000020111515002X580X	Single	5/23/2011	$2.38	$2.38	0%	$0.00

0000201115150039C90X	Single	5/23/2011	$8.25	$8.25	0%	$0.00
0000201115150040C30X	Single	5/23/2011	$19.18	$19.18	0%	$0.00
0000201115150476A70X	Single	5/26/2011	$30.99	$30.99	0%	$0.00
0000201115150476A70X	Single	5/26/2011	$25.00	$25.00	0%	$0.00
0000201115150476A70X	Single	5/26/2011	$1.44	$1.44	0%	$0.00
0000201115150476A70X	Single	5/26/2011	$0.55	$0.55	0%	$0.00
0000201115515085W180X	Family Mer	5/26/2011	$40.87	$40.87	0%	$0.00
0000201115515074Z860X	Single	5/24/2011	$320.81	$320.81	0%	$0.00
0000201115515074Z860X	Single	5/24/2011	$111.82	$111.82	0%	$0.00
0000201115515002X970X	Single	4/29/2011	$90.70	$90.70	0%	$0.00
0000201115515002X970X	Single	4/30/2011	$48.39	$48.39	0%	$0.00
0000201115515002X970X	Single	5/1/2011	$26.86	$26.86	0%	$0.00
0000201115515002X970X	Single	5/3/2011	$48.39	$48.39	0%	$0.00
0000201115515002X970X	Single	5/5/2011	$48.39	$48.39	0%	$0.00
0000201115515002X970X	Single	5/7/2011	$48.39	$48.39	0%	$0.00
0000201115515002X970X	Single	5/8/2011	$26.86	$26.86	0%	$0.00
0000201115515002X970X	Single	5/9/2011	$26.86	$26.86	0%	$0.00
0000201115515002X970X	Single	5/10/2011	$48.39	$48.39	0%	$0.00
0000201115515002X970X	Single	5/12/2011	$26.86	$26.86	0%	$0.00
0000201115515002X970X	Single	5/14/2011	$48.39	$48.39	0%	$0.00
0000201115515002X970X	Single	5/15/2011	$26.86	$26.86	0%	$0.00
0000201115515002X970X	Single	5/17/2011	$48.39	$48.39	0%	$0.00
0000201115515002X970X	Single	5/19/2011	$26.86	$26.86	0%	$0.00
0000201115515004X110X	Single	5/13/2011	$48.39	$48.39	0%	$0.00
0000201115515004X110X	Single	5/16/2011	$48.39	$48.39	0%	$0.00
0000201115515004X110X	Single	5/18/2011	$48.39	$48.39	0%	$0.00
0000201115515004X110X	Single	5/20/2011	$69.42	$69.42	0%	$0.00
0000201115515070V470X	Single	4/28/2011	$3.85	$3.85	0%	$0.00
0000201115150738A30X	Single	4/25/2011	$2.10	$2.10	0%	$0.00
0000201115150738A30X	Single	4/25/2011	$3.85	$3.85	0%	$0.00
0000201115150738A30X	Single	4/25/2011	$3.85	$3.85	0%	$0.00
0000201115150738A30X	Single	4/25/2011	$3.85	$3.85	0%	$0.00
0000201115150738A30X	Single	4/25/2011	$3.85	$3.85	0%	$0.00
0000201115150738A30X	Single	4/25/2011	$3.85	$3.85	0%	$0.00
0000201115150738A30X	Single	4/26/2011	$2.10	$2.10	0%	$0.00
0000201115150738A30X	Single	4/26/2011	$3.85	$3.85	0%	$0.00
0000201115150738A30X	Single	4/26/2011	$3.85	$3.85	0%	$0.00
0000201115150738A30X	Single	4/26/2011	$7.70	$7.70	0%	$0.00
0000201115515035C140X	Family Sub	5/26/2011	$107.85	$107.85	0%	$0.00
0000201115515035C140X	Family Sub	5/26/2011	$10.27	$10.27	0%	$0.00
0000201115515035C140X	Family Sub	5/26/2011	$8.25	$8.25	0%	$0.00
0000201115515035C140X	Family Sub	5/26/2011	$9.43	$9.43	0%	$0.00
0000201115515035C140X	Family Sub	5/26/2011	$7.64	$7.64	0%	$0.00
0000201115515035C140X	Family Sub	5/26/2011	$13.02	$13.02	0%	$0.00
0000201115515035C140X	Family Sub	5/26/2011	$3.00	$3.00	0%	$0.00
0000201115515035C140X	Family Sub	5/26/2011	$6.29	$6.29	0%	$0.00
0000201115515035C140X	Family Sub	5/26/2011	$8.76	$8.76	0%	$0.00
0000201115515035C140X	Family Sub	5/26/2011	$3.36	$3.36	0%	$0.00
0000201115515035C140X	Family Sub	5/26/2011	$127.00	$127.00	0%	$0.00
0000201115515024P890X	Family Sub	5/24/2011	$40.87	$40.87	0%	$0.00
0000201115515024P890X	Family Sub	5/24/2011	$2.71	$2.71	0%	$0.00
0000201115515004Y990X	Family Sub	5/10/2011	$5.50	$5.50	0%	$0.00

000020111515004Y990X	Family Sub	5/10/2011	$5.50	$5.50	0%	$0.00
000020111515004Y990X	Family Sub	5/10/2011	$5.50	$5.50	0%	$0.00
000020111515004Y990X	Family Sub	5/10/2011	$5.50	$5.50	0%	$0.00
000020111515061Z700X	Single	5/23/2011	$42.00	$42.00	0%	$0.00
000020111515061Z700X	Single	5/23/2011	$4.87	$4.87	0%	$0.00
000020111515005Y520X	Single	5/14/2011	$5.50	$5.50	0%	$0.00
000020111515005Y520X	Single	5/14/2011	$5.50	$5.50	0%	$0.00
000020111515005Y520X	Single	5/14/2011	$5.50	$5.50	0%	$0.00
000020111515005Y520X	Single	5/14/2011	$5.50	$5.50	0%	$0.00
000020111515005Y520X	Single	5/14/2011	$5.50	$5.50	0%	$0.00
000020111515091G360X	Family Mer	5/25/2011	$40.87	$40.87	0%	$0.00
000020111515091G360X	Family Mer	5/25/2011	$12.73	$12.73	0%	$0.00
0000201102050X27040X	Single	1/17/2011	($120.00)	($120.00)	0%	$0.00
000020111515038D600X	Single	5/25/2011	$40.87	$40.87	0%	$0.00
000020111515038D600X	Single	5/25/2011	$35.00	$35.00	0%	$0.00
000020111515038D600X	Single	5/25/2011	$0.36	$0.36	0%	$0.00
000020111515038D600X	Single	5/25/2011	$8.76	$8.76	0%	$0.00
000020111515038D600X	Single	5/25/2011	$9.43	$9.43	0%	$0.00
000020111515038D600X	Single	5/25/2011	$13.02	$13.02	0%	$0.00
000020111515038D600X	Single	5/25/2011	$3.00	$3.00	0%	$0.00
000020111475022 7P80X	Single	5/21/2011	$8.98	$8.98	0%	$0.00
000020111475022 7P80X	Single	5/21/2011	$7.94	$7.94	0%	$0.00
000020111475022 7P80X	Single	5/21/2011	$13.02	$13.02	0%	$0.00
000020111475022 7P80X	Single	5/21/2011	$9.27	$9.27	0%	$0.00
000020111475022 7P80X	Single	5/21/2011	$8.76	$8.76	0%	$0.00
000020111475022 7P80X	Single	5/21/2011	$3.36	$3.36	0%	$0.00
000020111475022 7P80X	Single	5/21/2011	$3.45	$3.45	0%	$0.00
000020111475022 7P80X	Single	5/21/2011	$5.52	$5.52	0%	$0.00
000020111475022 7P80X	Single	5/21/2011	$4.39	$4.39	0%	$0.00
000020111475022 7P80X	Single	5/21/2011	$11.76	$11.76	0%	$0.00
000020111475022 7P80X	Single	5/21/2011	$13.35	$13.35	0%	$0.00
000020111475022 7P80X	Single	5/21/2011	$34.87	$34.87	0%	$0.00
000020111475022 7P80X	Single	5/21/2011	$3.00	$3.00	0%	$0.00
000020111475022 7P80X	Single	5/21/2011	$65.46	$65.46	0%	$0.00
000020111475022 7P80X	Single	5/21/2011	$8.34	$8.34	0%	$0.00
000020111515018C920X	Single	5/16/2011	$5.50	$5.50	0%	$0.00
000020111515018C920X	Single	5/16/2011	$5.50	$5.50	0%	$0.00
000020111515018C920X	Single	5/16/2011	$5.50	$5.50	0%	$0.00
000020111515018C920X	Single	5/16/2011	$5.50	$5.50	0%	$0.00
000020111515018C920X	Single	5/16/2011	$5.50	$5.50	0%	$0.00
000020111515018C920X	Single	5/16/2011	$5.50	$5.50	0%	$0.00
000020111515018C920X	Single	5/16/2011	$5.50	$5.50	0%	$0.00
000020111515073 8A10X	Single	4/28/2011	$3.85	$3.85	0%	$0.00
000020111515017W460X	Single	5/25/2011	$40.87	$40.87	0%	$0.00
000020111515017W460X	Single	5/25/2011	$8.25	$8.25	0%	$0.00
000020111515017W460X	Single	5/25/2011	$4.16	$4.16	0%	$0.00
000020111515017W460X	Single	5/25/2011	$13.02	$13.02	0%	$0.00
000020111515017W460X	Single	5/25/2011	$3.00	$3.00	0%	$0.00
000020111515017W460X	Single	5/25/2011	$65.46	$65.46	0%	$0.00
000020111515017W460X	Single	5/25/2011	$7.64	$7.64	0%	$0.00
000020111515060J790X	Single	5/25/2011	$8.80	$8.80	0%	$0.00
000020111225078 0F81X	Single	4/19/2011	$73.80	$73.80	0%	$0.00

000020111515021K860X	Single	5/24/2011	$5.99	$5.99	0%	$0.00
000020111515021K860X	Single	5/24/2011	$8.08	$8.08	0%	$0.00
000020111515021K860X	Single	5/24/2011	$5.02	$5.02	0%	$0.00
000020111515021K860X	Single	5/24/2011	$4.30	$4.30	0%	$0.00
000020111515021K860X	Single	5/24/2011	$4.41	$4.41	0%	$0.00
000020111515028Z240X	Single	5/26/2011	$40.87	$40.87	0%	$0.00
BASIC PLAN:			$14,645.57	$14,645.57	0%	$0.00

00002011151504X5060X	Family Mer	5/26/2011	$175.00	$175.00	0%	$0.00
00002011151502X8110X	Single	5/24/2011	$1,864.03	$1,864.03	0%	$0.00
00002011151502Y7580X	Family Sub	5/23/2011	$194.16	$194.16	0%	$0.00
00002011151504X4110X	Family Sub	5/25/2011	$175.00	$175.00	0%	$0.00
00002011151502X8510X	Family Mer	5/24/2011	$1,464.03	$1,464.03	0%	$0.00
00002011151504X3180X	Family Sub	5/25/2011	$260.50	$260.50	0%	$0.00
00002011151507Y8680X	Family Mer	5/20/2011	$699.66	$699.66	0%	$0.00
00002011151502X8490X	Single	5/24/2011	$1,864.12	$1,864.12	0%	$0.00
00002011151507Y8740X	Family Mer	5/18/2011	$504.66	$504.66	0%	$0.00
00002011151507Y8900X	Family Mer	5/15/2011	$1,693.68	$1,693.68	0%	$0.00
00002011151507Y7690X	Single	5/24/2011	$824.05	$824.05	0%	$0.00
00002011151504X4760X	Single	5/26/2011	$233.50	$233.50	0%	$0.00
000020111515025P050X	Family Sub	5/24/2011	$45.87	$45.87	0%	$0.00
000020111515025P050X	Family Sub	5/24/2011	$19.49	$19.49	0%	$0.00
000020111515025P050X	Family Sub	5/24/2011	$19.49	$19.49	0%	$0.00
000020111515025P050X	Family Sub	5/24/2011	$19.49	$19.49	0%	$0.00
000020111515025P050X	Family Sub	5/24/2011	$89.65	$89.65	0%	$0.00
000020111515054C160X	Single	5/20/2011	$205.42	$205.42	0%	$0.00
000020111515061Z690X	Family Mer	5/20/2011	$42.00	$42.00	0%	$0.00
000020111515061Z690X	Family Mer	5/20/2011	$4.87	$4.87	0%	$0.00
000020111515010N700X	Family Mer	5/24/2011	$23.64	$23.64	0%	$0.00
000020111515011W110X	Single	5/20/2011	$45.87	$45.87	0%	$0.00
000020111515019C130X	Single	5/16/2011	$162.52	$162.52	0%	$0.00
000020111515019C130X	Single	5/16/2011	$57.88	$57.88	0%	$0.00
000020111515028H230X	Single	5/16/2011	$163.51	$163.51	0%	$0.00
000020111515002X220X	Family Mer	5/25/2011	$10.88	$10.88	0%	$0.00
000020111515002X220X	Family Mer	5/25/2011	$2.00	$2.00	0%	$0.00
000020111515002X220X	Family Mer	5/25/2011	$3.00	$3.00	0%	$0.00
000020111515036V230X	Family Mer	5/24/2011	$45.87	$45.87	0%	$0.00
000020111515004L060X	Single	5/19/2011	$14.29	$14.29	0%	$0.00
00002011146524567X0H	Family Mer	5/17/2011	$155.23	$155.23	0%	$0.00
00002011146524567X0H	Family Mer	5/17/2011	$3.35	$3.35	0%	$0.00
000020111515029Y160X	Family Mer	5/24/2011	$607.96	$607.96	0%	$0.00
000020111515029Y000X	Single	5/24/2011	$45.87	$45.87	0%	$0.00
000020111515153056670T	Single	5/23/2011	$22.76	$22.76	0%	$0.00
000020111515153056670T	Single	5/23/2011	$14.22	$14.22	0%	$0.00
000020111515094V450X	Family Mer	5/17/2011	$143.88	$143.88	0%	$0.00
000020111515150630C20X	Family Sub	5/26/2011	$12.91	$12.91	0%	$0.00
000020111515150630C20X	Family Sub	5/26/2011	$34.21	$34.21	0%	$0.00
000020111515150630C20X	Family Sub	5/26/2011	$64.08	$64.08	0%	$0.00
000020111515150630C20X	Family Sub	5/26/2011	$71.88	$71.88	0%	$0.00

000020111515063O270X	Family Sub	5/26/2011	$98.80	$98.80	0%	$0.00
000020111515035V930X	Family Mer	5/25/2011	$45.87	$45.87	0%	$0.00
000020111515097J700X	Family Mer	5/24/2011	$11.15	$11.15	0%	$0.00
000020111515097J700X	Family Mer	5/24/2011	$13.98	$13.98	0%	$0.00
000020111515097J700X	Family Mer	5/24/2011	$5.39	$5.39	0%	$0.00
000020111515097J700X	Family Mer	5/24/2011	$1.71	$1.71	0%	$0.00
000020111515097J700X	Family Mer	5/24/2011	$8.80	$8.80	0%	$0.00
000020111515024OA50X	Single	4/25/2011	$42.43	$42.43	0%	$0.00
000020111515087OA60X	Family Mer	5/18/2011	$85.41	$85.41	0%	$0.00
000020111515063G270X	Single	5/26/2011	$78.07	$78.07	0%	$0.00
000020111515035T100X	Family Sub	5/23/2011	$11.91	$11.91	0%	$0.00
000020111515035T100X	Family Sub	5/23/2011	$14.62	$14.62	0%	$0.00
000020111515035O30X	Single	5/25/2011	$78.80	$78.80	0%	$0.00
000020111515301570OT	Single	5/23/2011	$12.52	$12.52	0%	$0.00
000020111515301570OT	Single	5/23/2011	$1.85	$1.85	0%	$0.00
000020111515017T770X	Single	5/17/2011	$15.70	$15.70	0%	$0.00
000020111515081Z400X	Family Sub	5/9/2011	$5.50	$5.50	0%	$0.00
000020111515081Z400X	Family Sub	5/9/2011	$5.50	$5.50	0%	$0.00
000020111515081Z400X	Family Sub	5/9/2011	$5.50	$5.50	0%	$0.00
000020111515081Z400X	Family Sub	5/9/2011	$5.50	$5.50	0%	$0.00
000020111515081Z400X	Family Sub	5/9/2011	$5.50	$5.50	0%	$0.00
000020111515078L230X	Single	5/27/2011	$78.80	$78.80	0%	$0.00
000020111515028Z770X	Family Mer	5/25/2011	$105.58	$105.58	0%	$0.00
000020111515028Z770X	Family Mer	5/25/2011	$23.82	$23.82	0%	$0.00
000020111515028Z770X	Family Mer	5/25/2011	$286.65	$286.65	0%	$0.00
000020111515051G710X	Family Mer	5/26/2011	$78.80	$78.80	0%	$0.00
000020111515051G710X	Family Mer	5/26/2011	$12.73	$12.73	0%	$0.00
000020111515051G710X	Family Mer	5/26/2011	$8.25	$8.25	0%	$0.00
000020111515051G710X	Family Mer	5/26/2011	$3.00	$3.00	0%	$0.00
000020111515053T540X	Family Sub	5/25/2011	$45.87	$45.87	0%	$0.00
000020111515085W170X	Family Sub	5/26/2011	$45.87	$45.87	0%	$0.00
000020111515066W320X	Family Mer	5/26/2011	$379.00	$379.00	0%	$0.00
000020111515067B70X	Family Mer	5/26/2011	$65.87	$65.87	0%	$0.00
000020111515019P750X	Family Sub	5/26/2011	$94.09	$94.09	0%	$0.00
000020111515043J110X	Family Sub	5/24/2011	$2.25	$2.25	0%	$0.00
000020111515083G300X	Single	5/26/2011	$78.80	$78.80	0%	$0.00
000020111515083G300X	Single	5/26/2011	$8.25	$8.25	0%	$0.00
000020111515083G300X	Single	5/26/2011	$3.00	$3.00	0%	$0.00
000020111515083G300X	Single	5/26/2011	$2.38	$2.38	0%	$0.00
000020111515083G300X	Single	5/26/2011	$5.03	$5.03	0%	$0.00
000020111515042L590X	Family Sub	5/23/2011	$45.00	$45.00	0%	$0.00
000020111515082X540X	Family Sub	5/24/2011	$45.87	$45.87	0%	$0.00
000020111515082X540X	Family Sub	5/24/2011	$0.45	$0.45	0%	$0.00
000020111515082X540X	Family Sub	5/24/2011	$25.55	$25.55	0%	$0.00
000020111515082X540X	Family Sub	5/24/2011	$0.93	$0.93	0%	$0.00
000020111515082X540X	Family Sub	5/24/2011	$0.02	$0.02	0%	$0.00
000020111515082X540X	Family Sub	5/24/2011	$25.55	$25.55	0%	$0.00
000020111515082X540X	Family Sub	5/24/2011	$2.53	$2.53	0%	$0.00
000020111515082X540X	Family Sub	5/24/2011	$25.55	$25.55	0%	$0.00
000020111515002X260X	Single	5/25/2011	$15.26	$15.26	0%	$0.00
000020111515002X260X	Single	5/25/2011	$4.71	$4.71	0%	$0.00
000020111515002X260X	Single	5/25/2011	$4.37	$4.37	0%	$0.00

000020111515002X260X	Single	5/25/2011	$16.00	$16.00	0%	$0.00
000020111515002X260X	Single	5/25/2011	$5.50	$5.50	0%	$0.00
000020111515002X260X	Single	5/25/2011	$19.36	$19.36	0%	$0.00
000020111515002X260X	Single	5/25/2011	$11.32	$11.32	0%	$0.00
000020111515002X260X	Single	5/25/2011	$7.62	$7.62	0%	$0.00
000020111515002X260X	Single	5/25/2011	$2.68	$2.68	0%	$0.00
000020111515004Y880X	Family Mer	5/11/2011	$5.50	$5.50	0%	$0.00
000020111515004Y880X	Family Mer	5/11/2011	$5.50	$5.50	0%	$0.00
000020111515004Y880X	Family Mer	5/11/2011	$5.50	$5.50	0%	$0.00
000020111515037C10X	Family Mer	5/25/2011	$6.83	$6.83	0%	$0.00
000020111515024V800X	Family Mer	5/25/2011	$45.87	$45.87	0%	$0.00
000020111515024V800X	Family Mer	5/25/2011	$2.38	$2.38	0%	$0.00
000020111515024V800X	Family Mer	5/25/2011	$3.00	$3.00	0%	$0.00
000020111515024V800X	Family Mer	5/25/2011	$5.06	$5.06	0%	$0.00
000020111515024V800X	Family Mer	5/25/2011	$25.55	$25.55	0%	$0.00
000020111146502028U0X	Family Mer	5/20/2011	$66.17	$66.17	0%	$0.00
000020111515064 5A90X	Family Mer	5/24/2011	$89.78	$89.78	0%	$0.00
000020111515059J630X	Single	5/5/2011	$59.21	$59.21	0%	$0.00
000020111515059J630X	Single	5/5/2011	$16.86	$16.86	0%	$0.00
000020111515059J630X	Single	5/5/2011	$15.42	$15.42	0%	$0.00
000020111515094Z460X	Family Sub	5/17/2011	$171.08	$171.08	0%	$0.00
000020111515094Z460X	Family Sub	5/17/2011	$23.82	$23.82	0%	$0.00
000020111515055 3A40X	Single	5/25/2011	$45.87	$45.87	0%	$0.00
000020111515089L370X	Family Sub	5/23/2011	$45.87	$45.87	0%	$0.00
000020111515059N880X	Family Sub	5/27/2011	$45.87	$45.87	0%	$0.00
000020111515036W340X	Family Sub	5/4/2011	$130.02	$130.02	0%	$0.00
000020111515036W340X	Family Sub	5/4/2011	$156.00	$156.00	0%	$0.00
000020111515076Z720X	Family Sub	5/24/2011	$95.00	$95.00	0%	$0.00
000020111515076Z790X	Family Sub	5/23/2011	$95.00	$95.00	0%	$0.00
000020111515076Z790X	Family Sub	5/23/2011	$140.00	$140.00	0%	$0.00
000020111515076Z790X	Family Sub	5/23/2011	$140.00	$140.00	0%	$0.00
000020111515076Z790X	Family Sub	5/23/2011	$40.00	$40.00	0%	$0.00
000020111515076Z790X	Family Sub	5/23/2011	$40.00	$40.00	0%	$0.00
000020111515026Q730X	Family Sub	5/26/2011	$78.80	$78.80	0%	$0.00
000020111515026Q730X	Family Sub	5/26/2011	$35.36	$35.36	0%	$0.00
000020111515026Q730X	Family Sub	5/26/2011	$3.00	$3.00	0%	$0.00
000020111515004H960X	Family Mer	5/16/2011	$66.31	$66.31	0%	$0.00
000020111515004H960X	Family Mer	5/16/2011	$20.00	$20.00	0%	$0.00
000020111515031C600X	Family Mer	5/23/2011	$39.16	$39.16	0%	$0.00
000020111515098 0C10X	Family Sub	5/26/2011	$132.00	$132.00	0%	$0.00
000020111515099W490X	Single	5/26/2011	$3.32	$3.32	0%	$0.00
000020111515017F310X	Family Mer	5/24/2011	$12.89	$12.89	0%	$0.00
000020111515017F310X	Family Mer	5/24/2011	$12.21	$12.21	0%	$0.00
000020111515017F310X	Family Mer	5/24/2011	$9.05	$9.05	0%	$0.00
000020111515006K150X	Family Sub	5/25/2011	$2.25	$2.25	0%	$0.00
000020111515006K150X	Family Sub	5/25/2011	$5.39	$5.39	0%	$0.00
000020111515006K150X	Family Sub	5/25/2011	$5.72	$5.72	0%	$0.00
000020111515006K150X	Family Sub	5/25/2011	$1.71	$1.71	0%	$0.00
000020111515006K150X	Family Sub	5/25/2011	$2.64	$2.64	0%	$0.00
000020111515006K150X	Family Sub	5/25/2011	$22.31	$22.31	0%	$0.00
000020111515058T070X	Family Sub	5/25/2011	$78.80	$78.80	0%	$0.00
000020111515058T070X	Family Sub	5/25/2011	$19.38	$19.38	0%	$0.00

000020111515058T070X	Family Sub	5/25/2011	$10.06	$10.06	0%	$0.00
000020111515094Z470X	Single	5/24/2011	$45.87	$45.87	0%	$0.00
000020111515094Z470X	Single	5/24/2011	$14.58	$14.58	0%	$0.00
000020111515094Z470X	Single	5/24/2011	$14.29	$14.29	0%	$0.00
000020111515075W210X	Single	5/26/2011	$11.69	$11.69	0%	$0.00
000020111515095S260X	Single	5/25/2011	$78.80	$78.80	0%	$0.00
0000201114704008610C	Family Mer	5/23/2011	$80.27	$80.27	0%	$0.00
0000201114704008620C	Family Mer	4/28/2011	$80.27	$80.27	0%	$0.00
000020111515103045610C	Family Mer	5/24/2011	$80.27	$80.27	0%	$0.00
000020111515035C520X	Single	5/26/2011	$45.87	$45.87	0%	$0.00
000020111515150181B80X	Family Sub	5/14/2011	$156.23	$156.23	0%	$0.00
000020111515150181B80X	Family Sub	5/14/2011	$81.06	$81.06	0%	$0.00
000020111515150181B80X	Family Sub	5/14/2011	$80.02	$80.02	0%	$0.00
000020111515150181B80X	Family Sub	5/14/2011	$145.51	$145.51	0%	$0.00
000020111515150181B80X	Family Sub	5/14/2011	$0.20	$0.20	0%	$0.00
000020111515150181B80X	Family Sub	5/14/2011	$108.25	$108.25	0%	$0.00
000020111515150181B80X	Family Sub	5/14/2011	$1.23	$1.23	0%	$0.00
000020111515150181B80X	Family Sub	5/14/2011	$0.02	$0.02	0%	$0.00
000020111515150181B80X	Family Sub	5/14/2011	$2.41	$2.41	0%	$0.00
000020111515150181B80X	Family Sub	5/14/2011	$9.38	$9.38	0%	$0.00
000020111515150703B70X	Family Mer	5/25/2011	$85.41	$85.41	0%	$0.00
000020111515150703B70X	Family Mer	5/25/2011	$33.82	$33.82	0%	$0.00
000020111515150703B70X	Family Mer	5/25/2011	$24.61	$24.61	0%	$0.00
000020111515051L520X	Family Sub	5/25/2011	$45.87	$45.87	0%	$0.00
000020111515051L520X	Family Sub	5/25/2011	$23.82	$23.82	0%	$0.00
000020111515035C560X	Single	5/20/2011	$78.80	$78.80	0%	$0.00
000020111515035C560X	Single	5/20/2011	$12.73	$12.73	0%	$0.00
000020111515035C560X	Single	5/20/2011	$16.73	$16.73	0%	$0.00
000020111515035C560X	Single	5/20/2011	$16.73	$16.73	0%	$0.00
000020111515035C560X	Single	5/20/2011	$25.00	$25.00	0%	$0.00
000020111515035C560X	Single	5/20/2011	$10.12	$10.12	0%	$0.00
000020111515000Y630X	Single	4/14/2011	$45.87	$45.87	0%	$0.00
000020111515000Y630X	Single	4/14/2011	$4.53	$4.53	0%	$0.00
000020111515000Y630X	Single	4/14/2011	$4.53	$4.53	0%	$0.00
000020111515840C70X	Single	5/24/2011	$45.87	$45.87	0%	$0.00
000020111515027N030X	Family Mer	5/25/2011	$45.87	$45.87	0%	$0.00
0000201115153002050T	Family Sub	5/27/2011	$15.00	$15.00	0%	$0.00
0000201115153002050T	Family Sub	5/27/2011	$2.72	$2.72	0%	$0.00
0000201115153002050T	Family Sub	5/27/2011	$11.51	$11.51	0%	$0.00
0000201115153002050T	Family Sub	5/27/2011	$4.79	$4.79	0%	$0.00
0000201115153002050T	Family Sub	5/27/2011	$4.45	$4.45	0%	$0.00
0000201115153002050T	Family Sub	5/27/2011	$8.34	$8.34	0%	$0.00
0000201115153002050T	Family Sub	5/27/2011	$15.81	$15.81	0%	$0.00
0000201115153009340T	Family Sub	5/27/2011	$7.50	$7.50	0%	$0.00
0000201115153009340T	Family Sub	5/27/2011	$1.85	$1.85	0%	$0.00
0000201115153061350T	Family Sub	5/25/2011	$7.50	$7.50	0%	$0.00
0000201115153061350T	Family Sub	5/25/2011	$1.85	$1.85	0%	$0.00
0000201115153043220T	Single	5/25/2011	$17.23	$17.23	0%	$0.00
0000201115153043220T	Single	5/25/2011	$5.69	$5.69	0%	$0.00
0000201115153043220T	Single	5/25/2011	$17.23	$17.23	0%	$0.00
000020111515098V000X	Family Sub	2/10/2011	$45.87	$45.87	0%	$0.00
000020111515098V000X	Family Sub	2/10/2011	$2.38	$2.38	0%	$0.00

000020111515098V000X	Family Sub	2/10/2011	$3.00	$3.00	0%	$0.00
000020111515098V000X	Family Sub	2/10/2011	$12.27	$12.27	0%	$0.00
000020111515077L990X	Single	5/27/2011	$45.87	$45.87	0%	$0.00
000020111515077L990X	Single	5/27/2011	$26.27	$26.27	0%	$0.00
000020111515007Z890X	Single	5/9/2011	$16.86	$16.86	0%	$0.00
000020111515028Z840X	Family Mer	5/23/2011	$45.87	$45.87	0%	$0.00
0000201114650S49230X	Family Mer	5/11/2011	$37.42	$37.42	0%	$0.00
000020110775052J940X	Family Sub	3/1/2011	($55.30)	($55.30)	0%	$0.00
000020110775052J940X	Family Sub	3/1/2011	$55.30	$55.30	0%	$0.00
000020110775052J940X	Family Sub	3/2/2011	$54.44	$54.44	0%	$0.00
000020111515053 8B60X	Single	5/24/2011	$45.87	$45.87	0%	$0.00
000020111515049G200X	Family Mer	5/25/2011	$45.87	$45.87	0%	$0.00
000020111515049G200X	Family Mer	5/25/2011	$12.73	$12.73	0%	$0.00
000020111515029J880X	Single	5/27/2011	$78.80	$78.80	0%	$0.00
000020111515029J880X	Single	5/27/2011	$4.16	$4.16	0%	$0.00
000020111515029J880X	Single	5/27/2011	$9.43	$9.43	0%	$0.00
000020111515029J880X	Single	5/27/2011	$3.00	$3.00	0%	$0.00
000020111515029J880X	Single	5/27/2011	$5.03	$5.03	0%	$0.00
000020111515029J880X	Single	5/27/2011	$4.45	$4.45	0%	$0.00
000020111515029J880X	Single	5/27/2011	$13.02	$13.02	0%	$0.00
000020111515005Y420X	Single	5/12/2011	$5.50	$5.50	0%	$0.00
000020111515005Y420X	Single	5/12/2011	$5.50	$5.50	0%	$0.00
000020111515005Y420X	Single	5/12/2011	$5.50	$5.50	0%	$0.00
000020111515005Y420X	Single	5/12/2011	$5.50	$5.50	0%	$0.00
000020111515026Z820X	Single	5/26/2011	$19.09	$19.09	0%	$0.00
000020111515046J300X	Family Sub	5/24/2011	$11.80	$11.80	0%	$0.00
000020111515046J300X	Family Sub	5/24/2011	$5.72	$5.72	0%	$0.00
000020111515046J300X	Family Sub	5/24/2011	$11.15	$11.15	0%	$0.00
000020111515046J300X	Family Sub	5/24/2011	$13.98	$13.98	0%	$0.00
000020111515046J300X	Family Sub	5/24/2011	$3.76	$3.76	0%	$0.00
000020111515046J300X	Family Sub	5/24/2011	$12.55	$12.55	0%	$0.00
000020111515046J300X	Family Sub	5/24/2011	$5.39	$5.39	0%	$0.00
000020111515046J300X	Family Sub	5/24/2011	$1.71	$1.71	0%	$0.00
000020111515046J300X	Family Sub	5/24/2011	$8.80	$8.80	0%	$0.00
000020111515046J300X	Family Sub	5/24/2011	$22.61	$22.61	0%	$0.00
000020111515070D470X	Family Sub	5/11/2011	$11.15	$11.15	0%	$0.00
000020111515070D470X	Family Sub	5/11/2011	$1.71	$1.71	0%	$0.00
000020111515070D470X	Family Sub	5/11/2011	$22.31	$22.31	0%	$0.00
000020111515070D470X	Family Sub	5/11/2011	$29.21	$29.21	0%	$0.00
000020111515070D470X	Family Sub	5/11/2011	$29.21	$29.21	0%	$0.00
0000201112204033130C	Family Mer	2/7/2011	$19.09	$19.09	0%	$0.00
0000201112204033130C	Family Mer	2/7/2011	$8.25	$8.25	0%	$0.00
BUY-UP PLAN:			$18,776.92	$18,776.92	0%	$0.00
	TOTAL:		$33,422.49			

Account	Corporate	Invoice Prc	Invoice Nu	InvcPerFrD	InvcPerToD	ClmPerFrD	ClmPerToD	BARS Cus
21185	TX1	618139	229595	5/28/2011	6/3/2011	5/28/2011	5/31/2011	TX433

21185	TX1	618139	229595	5/28/2011	6/3/2011	5/28/2011	5/31/2011 TX433
21185	TX1	618139	229595	5/28/2011	6/3/2011	5/28/2011	5/31/2011 TX433
21185	TX1	618139	229595	5/28/2011	6/3/2011	5/28/2011	5/31/2011 TX433
21185	TX1	618139	229595	5/28/2011	6/3/2011	5/28/2011	5/31/2011 TX433
21185	TX1	618139	229595	5/28/2011	6/3/2011	5/28/2011	5/31/2011 TX433
21185	TX1	618139	229595	5/28/2011	6/3/2011	5/28/2011	5/31/2011 TX433
21185	TX1	618139	229595	5/28/2011	6/3/2011	5/28/2011	5/31/2011 TX433
21185	TX1	618139	229595	5/28/2011	6/3/2011	5/28/2011	5/31/2011 TX433
21185	TX1	618139	229595	5/28/2011	6/3/2011	5/28/2011	5/31/2011 TX433
21185	TX1	618139	229595	5/28/2011	6/3/2011	5/28/2011	5/31/2011 TX433
21185	TX1	618139	229595	5/28/2011	6/3/2011	5/28/2011	5/31/2011 TX433
21185	TX1	618139	229595	5/28/2011	6/3/2011	5/28/2011	5/31/2011 TX433
21185	TX1	618139	229595	5/28/2011	6/3/2011	5/28/2011	5/31/2011 TX433
21185	TX1	618139	229595	5/28/2011	6/3/2011	5/28/2011	5/31/2011 TX433
21185	TX1	618139	229595	5/28/2011	6/3/2011	5/28/2011	5/31/2011 TX433
21185	TX1	618139	229595	5/28/2011	6/3/2011	5/28/2011	5/31/2011 TX433
21185	TX1	618139	229595	5/28/2011	6/3/2011	5/28/2011	5/31/2011 TX433
21185	TX1	618139	229595	5/28/2011	6/3/2011	5/28/2011	5/31/2011 TX433
21185	TX1	618139	229595	5/28/2011	6/3/2011	5/28/2011	5/31/2011 TX433
21185	TX1	618139	229595	5/28/2011	6/3/2011	5/28/2011	5/31/2011 TX433

21185	TX1	618139	229595	5/28/2011	6/3/2011	5/28/2011	5/31/2011 TX433
21185	TX1	618139	229595	5/28/2011	6/3/2011	5/28/2011	5/31/2011 TX433
21185	TX1	618139	229595	5/28/2011	6/3/2011	5/28/2011	5/31/2011 TX433
21185	TX1	618139	229595	5/28/2011	6/3/2011	5/28/2011	5/31/2011 TX433
21185	TX1	618139	229595	5/28/2011	6/3/2011	5/28/2011	5/31/2011 TX433
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21185	TX1	618139	229595	5/28/2011	6/3/2011	5/28/2011	5/31/2011 TX433
21185	TX1	618139	229595	5/28/2011	6/3/2011	5/28/2011	5/31/2011 TX433
21185	TX1	618139	229595	5/28/2011	6/3/2011	5/28/2011	5/31/2011 TX433
21185	TX1	618139	229595	5/28/2011	6/3/2011	5/28/2011	5/31/2011 TX433
21185	TX1	618139	229595	5/28/2011	6/3/2011	5/28/2011	5/31/2011 TX433
21185	TX1	618139	229595	5/28/2011	6/3/2011	5/28/2011	5/31/2011 TX433
21185	TX1	618139	229595	5/28/2011	6/3/2011	5/28/2011	5/31/2011 TX433
21185	TX1	618139	229595	5/28/2011	6/3/2011	5/28/2011	5/31/2011 TX433
21185	TX1	618139	229595	5/28/2011	6/3/2011	5/28/2011	5/31/2011 TX433
21185	TX1	618139	229595	5/28/2011	6/3/2011	5/28/2011	5/31/2011 TX433
21185	TX1	618139	229595	5/28/2011	6/3/2011	5/28/2011	5/31/2011 TX433
21185	TX1	618139	229595	5/28/2011	6/3/2011	5/28/2011	5/31/2011 TX433
21185	TX1	618139	229595	5/28/2011	6/3/2011	5/28/2011	5/31/2011 TX433
21185	TX1	618139	229595	5/28/2011	6/3/2011	5/28/2011	5/31/2011 TX433
21185	TX1	618139	229595	5/28/2011	6/3/2011	5/28/2011	5/31/2011 TX433
21185	TX1	618139	229595	5/28/2011	6/3/2011	5/28/2011	5/31/2011 TX433
21185	TX1	618139	229595	5/28/2011	6/3/2011	5/28/2011	5/31/2011 TX433
21185	TX1	618139	229595	5/28/2011	6/3/2011	5/28/2011	5/31/2011 TX433
21185	TX1	618139	229595	5/28/2011	6/3/2011	5/28/2011	5/31/2011 TX433
21185	TX1	618139	229595	5/28/2011	6/3/2011	5/28/2011	5/31/2011 TX433
21185	TX1	618139	229595	5/28/2011	6/3/2011	5/28/2011	5/31/2011 TX433
21185	TX1	618139	229595	5/28/2011	6/3/2011	5/28/2011	5/31/2011 TX433
21185	TX1	618139	229595	5/28/2011	6/3/2011	5/28/2011	5/31/2011 TX433
21185	TX1	618139	229595	5/28/2011	6/3/2011	5/28/2011	5/31/2011 TX433
21185	TX1	618139	229595	5/28/2011	6/3/2011	5/28/2011	5/31/2011 TX433
21185	TX1	618139	229595	5/28/2011	6/3/2011	5/28/2011	5/31/2011 TX433
21185	TX1	618139	229595	5/28/2011	6/3/2011	5/28/2011	5/31/2011 TX433
21185	TX1	618139	229595	5/28/2011	6/3/2011	5/28/2011	5/31/2011 TX433
21185	TX1	618139	229595	5/28/2011	6/3/2011	5/28/2011	5/31/2011 TX433

Settlement	Association	Group Nbr	Section Nb	Group Nan	Coverage	Claim Type	Member ID	Document
1	2	21185	2	HIDALGO	Blue Cross	Basic Cove	8.45E+08	000020111
1	2	21185	2	HIDALGO	Blue Cross	Basic Cove	8.48E+08	000020111
1	2	21185	2	HIDALGO	Blue Cross	Basic Cove	8.38E+08	000020111
1	2	21185	2	HIDALGO	Blue Shielc	Basic Cove	8.42E+08	000020111
1	2	21185	2	HIDALGO	Blue Shielc	Basic Cove	8.42E+08	000020111
1	2	21185	2	HIDALGO	Blue Shielc	Basic Cove	8.33E+08	000020111
1	2	21185	2	HIDALGO	Blue Shielc	Basic Cove	8.33E+08	000020111
1	2	21185	2	HIDALGO	Blue Shielc	Basic Cove	8.33E+08	000020111
1	2	21185	2	HIDALGO	Blue Shielc	Basic Cove	8.33E+08	000020111
1	2	21185	2	HIDALGO	Blue Shielc	Basic Cove	8.37E+08	000020111
1	2	21185	2	HIDALGO	Blue Shielc	Basic Cove	8.38E+08	000020111
1	2	21185	2	HIDALGO	Blue Shielc	Basic Cove	8.38E+08	000020111
1	2	21185	2	HIDALGO	Blue Shielc	Basic Cove	8.38E+08	000020111
1	2	21185	2	HIDALGO	Blue Shielc	Basic Cove	8.38E+08	000020111
1	2	21185	2	HIDALGO	Blue Shielc	Basic Cove	8.33E+08	000020111
1	2	21185	2	HIDALGO	Blue Shielc	Basic Cove	8.33E+08	000020111
1	2	21185	2	HIDALGO	Blue Shielc	Basic Cove	8.33E+08	000020111
1	2	21185	2	HIDALGO	Blue Shielc	Basic Cove	8.42E+08	000020111
1	2	21185	2	HIDALGO	Blue Shielc	Basic Cove	8.42E+08	000020111
1	2	21185	2	HIDALGO	Blue Shielc	Basic Cove	8.42E+08	000020111
1	2	21185	2	HIDALGO	Blue Shielc	Basic Cove	8.41E+08	000020111
1	2	21185	2	HIDALGO	Blue Shielc	Basic Cove	8.37E+08	000020111
1	2	21185	2	HIDALGO	Blue Shielc	Basic Cove	8.38

1	2	21185	2	HIDALGO	Blue Shield	Basic Cove	8.4E+08	000020111	
1	2	21185	2	HIDALGO	Blue Shield	Basic Cove	8.4E+08	000020111	
1	2	21185	2	HIDALGO	Blue Shield	Basic Cove	8.4E+08	000020111	
1	2	21185	2	HIDALGO	Blue Shield	Basic Cove	8.41E+08	000020111	
1	2	21185	2	HIDALGO	Blue Shield	Basic Cove	8.44E+08	000020111	
1	2	21185	2	HIDALGO	Blue Shield	Basic Cove	8.44E+08	000020111	
1	2	21185	2	HIDALGO	Blue Shield	Basic Cove	8.44E+08	000020111	
1	2	21185	2	HIDALGO	Blue Shield	Basic Cove	8.44E+08	000020111	
1	2	21185	2	HIDALGO	Blue Shield	Basic Cove	8.44E+08	000020111	
1	2	21185	2	HIDALGO	Blue Shield	Basic Cove	8.44E+08	000020111	
1	2	21185	2	HIDALGO	Blue Shield	Basic Cove	8.42E+08	000020111	
1	2	21185	2	HIDALGO	Blue Shield	Basic Cove	8.42E+08	000020111	
1	2	21185	2	HIDALGO	Blue Shield	Basic Cove	8.42E+08	000020111	
1	2	21185	2	HIDALGO	Blue Shield	Basic Cove	8.42E+08	000020111	
1	2	21185	2	HIDALGO	Blue Shield	Basic Cove	8.44E+08	000020111	
1	2	21185	2	HIDALGO	Blue Shield	Basic Cove	8.44E+08	000020111	
1	2	21185	2	HIDALGO	Blue Shield	Basic Cove	8.44E+08	000020111	
1	2	21185	2	HIDALGO	Blue Shield	Basic Cove	8.4E+08	000020111	
									BASIC PLA

1	2	21185	12	HIDALGO	Blue Cross	Basic Cove	8.42E+08	000020111	
1	2	21185	12	HIDALGO	Blue Cross	Basic Cove	8.46E+08	000020111	
1	2	21185	12	HIDALGO	Blue Shield	Basic Cove	8.41E+08	000020111	
1	2	21185	12	HIDALGO	Blue Shield	Basic Cove	8.41E+08	000020111	
1	2	21185	12	HIDALGO	Blue Shield	Basic Cove	8.41E+08	000020111	
1	2	21185	12	HIDALGO	Blue Shield	Basic Cove	8.41E+08	000020111	
1	2	21185	12	HIDALGO	Blue Shield	Basic Cove	8.41E+08	000020111	
1	2	21185	12	HIDALGO	Blue Shield	Basic Cove	8.41E+08	000020111	
1	2	21185	12	HIDALGO	Blue Shield	Basic Cove	8.41E+08	000020111	
1	2	21185	12	HIDALGO	Blue Shield	Basic Cove	8.41E+08	000020111	
1	2	21185	12	HIDALGO	Blue Shield	Basic Cove	8.37E+08	000020111	
1	2	21185	12	HIDALGO	Blue Shield	Basic Cove	8.37E+08	000020111	
1	2	21185	12	HIDALGO	Blue Shield	Basic Cove	8.37E+08	000020111	
1	2	21185	12	HIDALGO	Blue Shield	Basic Cove	8.37E+08	000020111	
1	2	21185	12	HIDALGO	Blue Shield	Basic Cove	8.37E+08	000020111	
1	2	21185	12	HIDALGO	Blue Shield	Basic Cove	8.37E+08	000020111	
1	2	21185	12	HIDALGO	Blue Shield	Basic Cove	8.37E+08	000020111	
1	2	21185	12	HIDALGO	Blue Shield	Basic Cove	8.37E+08	000020111	
1	2	21185	12	HIDALGO	Blue Shield	Basic Cove	8.37E+08	000020111	
1	2	21185	12	HIDALGO	Blue Shield	Basic Cove	8.35E+08	000020111	
1	2	21185	12	HIDALGO	Blue Shield	Basic Cove	8.35E+08	000020111	
1	2	21185	12	HIDALGO	Blue Shield	Basic Cove	8.35E+08	000020111	
1	2	21185	12	HIDALGO	Blue Shield	Basic Cove	8.28E+08	000020111	
1	2	21185	12	HIDALGO	Blue Shield	Basic Cove	8.42E+08	000020111	
									BUY-UP PI

Tier	Service Da	Gross Amt	Net Amt	Fee Percer	Fee Amt	Case Nbr
Single	5/25/2011	$287.50	$287.50	0%	$0.00	
Single	5/23/2011	$114.10	$114.10	0%	$0.00	
Single	5/24/2011	$57.75	$57.75	0%	$0.00	
Single	5/20/2011	$42.00	$42.00	0%	$0.00	
Single	5/20/2011	$4.87	$4.87	0%	$0.00	
Single	5/16/2011	$48.66	$48.66	0%	$0.00	
Single	5/16/2011	$12.06	$12.06	0%	$0.00	
Single	5/18/2011	$48.66	$48.66	0%	$0.00	
Single	5/18/2011	$12.06	$12.06	0%	$0.00	
Single	5/6/2011	$20.43	$20.43	0%	$0.00	
Single	5/19/2011	$73.80	$73.80	0%	$0.00	
Single	5/19/2011	$32.91	$32.91	0%	$0.00	
Single	5/19/2011	$0.50	$0.50	0%	$0.00	
Single	5/19/2011	$0.60	$0.60	0%	$0.00	
Family Sub	5/18/2011	$15.01	$15.01	0%	$0.00	
Family Sub	5/18/2011	$10.48	$10.48	0%	$0.00	
Family Sub	5/18/2011	$25.08	$25.08	0%	$0.00	
Single	5/23/2011	$73.80	$73.80	0%	$0.00	
Single	5/23/2011	$8.25	$8.25	0%	$0.00	
Single	5/23/2011	$3.00	$3.00	0%	$0.00	
Single	5/26/2011	$127.00	$127.00	0%	$0.00	
Single	5/25/2011	$40.87	$40.87	0%	$0.00	
Family Mer	5/13/2011	$3.85	$3.85	0%	$0.00	
Family Mer	5/13/2011	$3.85	$3.85	0%	$0.00	
Family Mer	5/13/2011	$3.85	$3.85	0%	$0.00	
Family Mer	5/13/2011	$3.85	$3.85	0%	$0.00	
Family Mer	5/13/2011	$3.85	$3.85	0%	$0.00	
Family Mer	5/13/2011	$3.85	$3.85	0%	$0.00	
Family Mer	5/13/2011	$3.85	$3.85	0%	$0.00	
Family Mer	5/13/2011	$3.85	$3.85	0%	$0.00	
Family Mer	5/13/2011	$3.85	$3.85	0%	$0.00	
Family Mer	5/14/2011	$3.85	$3.85	0%	$0.00	
Family Mer	5/14/2011	$3.85	$3.85	0%	$0.00	
Family Mer	5/5/2011	$7.58	$7.58	0%	$0.00	
Single	5/26/2011	$40.87	$40.87	0%	$0.00	
Single	5/26/2011	$2.38	$2.38	0%	$0.00	
Single	5/17/2011	$40.87	$40.87	0%	$0.00	
Single	5/25/2011	$40.87	$40.87	0%	$0.00	
Single	5/25/2011	$59.00	$59.00	0%	$0.00	
Single	5/26/2011	$14.42	$14.42	0%	$0.00	
Single	5/26/2011	$20.78	$20.78	0%	$0.00	
Single	5/26/2011	$7.50	$7.50	0%	$0.00	
Single	5/26/2011	$13.39	$13.39	0%	$0.00	
Single	5/26/2011	$1.85	$1.85	0%	$0.00	
Single	5/23/2011	$95.00	$95.00	0%	$0.00	
Single	5/22/2011	$73.80	$73.80	0%	$0.00	
Single	5/22/2011	$8.25	$8.25	0%	$0.00	
Single	5/22/2011	$7.94	$7.94	0%	$0.00	
Single	5/22/2011	$5.03	$5.03	0%	$0.00	
Single	5/22/2011	$4.45	$4.45	0%	$0.00	
Single	5/22/2011	$3.36	$3.36	0%	$0.00	

Single	5/22/2011	$8.44	$8.44	0%	$0.00
Single	5/22/2011	$9.27	$9.27	0%	$0.00
Single	5/22/2011	$13.02	$13.02	0%	$0.00
Family Sub	5/20/2011	$52.50	$52.50	0%	$0.00
Single	2/21/2011	$275.00	$275.00	0%	$0.00
Single	2/21/2011	$300.00	$300.00	0%	$0.00
Single	2/21/2011	$290.88	$290.88	0%	$0.00
Single	2/21/2011	$150.00	$150.00	0%	$0.00
Single	2/21/2011	$10.00	$10.00	0%	$0.00
Single	2/21/2011	$51.24	$51.24	0%	$0.00
Single	5/24/2011	$40.87	$40.87	0%	$0.00
Single	5/24/2011	$89.20	$89.20	0%	$0.00
Single	5/24/2011	$107.82	$107.82	0%	$0.00
Single	5/24/2011	$16.02	$16.02	0%	$0.00
Single	5/23/2011	$40.87	$40.87	0%	$0.00
Single	5/23/2011	$2.38	$2.38	0%	$0.00
Single	5/23/2011	$8.25	$8.25	0%	$0.00
Family Sub	4/11/2011	$1,975.00	$1,975.00	0%	$0.00
AN:		$4,989.84	$4,989.84	0%	$0.00

Single	5/23/2011	$841.50	$841.50	0%	$0.00
Family Sub	5/12/2011	$43.38	$43.38	0%	$0.00
Family Mer	5/25/2011	$14.20	$14.20	0%	$0.00
Family Mer	5/25/2011	$8.93	$8.93	0%	$0.00
Family Mer	5/25/2011	$5.10	$5.10	0%	$0.00
Family Mer	5/25/2011	$4.01	$4.01	0%	$0.00
Family Mer	5/25/2011	$11.32	$11.32	0%	$0.00
Family Mer	5/25/2011	$3.82	$3.82	0%	$0.00
Family Mer	5/25/2011	$6.08	$6.08	0%	$0.00
Family Mer	5/25/2011	$17.12	$17.12	0%	$0.00
Family Sub	2/8/2011	$15.47	$15.47	0%	$0.00
Family Sub	2/8/2011	$8.08	$8.08	0%	$0.00
Family Sub	2/8/2011	$15.41	$15.41	0%	$0.00
Family Sub	2/8/2011	$16.13	$16.13	0%	$0.00
Family Sub	2/8/2011	$13.98	$13.98	0%	$0.00
Family Sub	2/8/2011	$1.71	$1.71	0%	$0.00
Family Sub	2/8/2011	$11.88	$11.88	0%	$0.00
Family Sub	2/8/2011	$11.41	$11.41	0%	$0.00
Family Sub	2/8/2011	$24.66	$24.66	0%	$0.00
Single	5/24/2011	$5.39	$5.39	0%	$0.00
Single	5/24/2011	$5.72	$5.72	0%	$0.00
Single	5/24/2011	$13.98	$13.98	0%	$0.00
Family Sub	5/17/2011	$152.29	$152.29	0%	$0.00
Single	5/21/2011	$113.01	$113.01	0%	$0.00
_AN:		$1,364.58	$1,364.58	0%	$0.00

TOTAL: $6,354.42

Account	Corporate I	Invoice Prc	Invoice Nui	InvcPerFrD	InvcPerToI	ClmPerFrD	ClmPerToI	BARS Cust
21185	TX1	618139	229595	5/28/2011	6/3/2011	5/28/2011	5/31/2011	TX433
21185	TX1	618139	229595	5/28/2011	6/3/2011	5/28/2011	5/31/2011	TX433
21185	TX1	618139	229595	5/28/2011	6/3/2011	5/28/2011	5/31/2011	TX433
21185	TX1	618139	229595	5/28/2011	6/3/2011	5/28/2011	5/31/2011	TX433
21185	TX1	618139	229595	5/28/2011	6/3/2011	5/28/2011	5/31/2011	TX433
21185	TX1	618139	229595	5/28/2011	6/3/2011	5/28/2011	5/31/2011	TX433
21185	TX1	618139	229595	5/28/2011	6/3/2011	5/28/2011	5/31/2011	TX433
21185	TX1	618139	229595	5/28/2011	6/3/2011	5/28/2011	5/31/2011	TX433
21185	TX1	618139	229595	5/28/2011	6/3/2011	5/28/2011	5/31/2011	TX433
21185	TX1	618139	229595	5/28/2011	6/3/2011	5/28/2011	5/31/2011	TX433
21185	TX1	618139	229595	5/28/2011	6/3/2011	5/28/2011	5/31/2011	TX433
21185	TX1	618139	229595	5/28/2011	6/3/2011	5/28/2011	5/31/2011	TX433
21185	TX1	618139	229595	5/28/2011	6/3/2011	5/28/2011	5/31/2011	TX433
21185	TX1	618139	229595	5/28/2011	6/3/2011	5/28/2011	5/31/2011	TX433
21185	TX1	618139	229595	5/28/2011	6/3/2011	5/28/2011	5/31/2011	TX433
21185	TX1	618139	229595	5/28/2011	6/3/2011	5/28/2011	5/31/2011	TX433
21185	TX1	618139	229595	5/28/2011	6/3/2011	5/28/2011	5/31/2011	TX433
21185	TX1	618139	229595	5/28/2011	6/3/2011	5/28/2011	5/31/2011	TX433
21185	TX1	618139	229595	5/28/2011	6/3/2011	5/28/2011	5/31/2011	TX433
21185	TX1	618139	229595	5/28/2011	6/3/2011	5/28/2011	5/31/2011	TX433
21185	TX1	618139	229595	5/28/2011	6/3/2011	5/28/2011	5/31/2011	TX433
21185	TX1	618139	229595	5/28/2011	6/3/2011	5/28/2011	5/31/2011	TX433

Settlement	Association	Group Nbr	Section Nb	Group Nan	Coverage	Claim Type	Member ID	Document
1	3	21185	3	HIDALGO	Blue Shield	Basic Cove	8.4E+08	000020111
1	3	21185	3	HIDALGO	Blue Shield	Basic Cove	8.4E+08	000020111
1	3	21185	3	HIDALGO	Blue Shield	Basic Cove	8.4E+08	000020111
1	3	21185	3	HIDALGO	Blue Shield	Basic Cove	8.4E+08	000020111
1	3	21185	3	HIDALGO	Blue Shield	Basic Cove	8.4E+08	000020111
1	3	21185	3	HIDALGO	Blue Shield	Basic Cove	8.4E+08	000020111
1	3	21185	3	HIDALGO	Blue Shield	Basic Cove	8.4E+08	000020111
1	3	21185	3	HIDALGO	Blue Shield	Basic Cove	8.4E+08	000020111
								BASIC PLA
1	3	21185	13	HIDALGO	Blue Cross	Basic Cove	8.4E+08	000020111
1	3	21185	13	HIDALGO	Blue Shield	Basic Cove	8.42E+08	000020111
1	3	21185	13	HIDALGO	Blue Shield	Basic Cove	8.45E+08	000020111
1	3	21185	13	HIDALGO	Blue Shield	Basic Cove	8.38E+08	000020111
1	3	21185	13	HIDALGO	Blue Shield	Basic Cove	8.38E+08	000020111
1	3	21185	13	HIDALGO	Blue Shield	Basic Cove	8.38E+08	000020111
1	3	21185	13	HIDALGO	Blue Shield	Basic Cove	8.5E+08	000020111
1	3	21185	13	HIDALGO	Blue Shield	Basic Cove	8.5E+08	000020111
1	3	21185	13	HIDALGO	Blue Shield	Basic Cove	8.5E+08	000020111
1	3	21185	13	HIDALGO	Blue Shield	Basic Cove	8.5E+08	000020111
1	3	21185	13	HIDALGO	Blue Shield	Basic Cove	8.5E+08	000020111
								BUY-UP PL

Tier	Service Da	Gross Amt	Net Amt	Fee Percer	Fee Amt	Case Nbr
Family Sub	5/23/2011	$6.75	$6.75	0%	$0.00	
Family Sub	5/23/2011	$133.18	$133.18	0%	$0.00	
Family Sub	5/23/2011	$18.62	$18.62	0%	$0.00	
Family Sub	5/23/2011	$107.82	$107.82	0%	$0.00	
Family Sub	5/23/2011	$89.20	$89.20	0%	$0.00	
Family Sub	5/23/2011	$16.02	$16.02	0%	$0.00	
Family Sub	5/23/2011	$12.73	$12.73	0%	$0.00	
Family Sub	5/23/2011	$8.25	$8.25	0%	$0.00	
AN:		$392.57	$392.57	0%	$0.00	
Family Sub	5/25/2011	$424.00	$424.00	0%	$0.00	
Single	5/20/2011	$45.87	$45.87	0%	$0.00	
Single	5/26/2011	$78.80	$78.80	0%	$0.00	
Family Sub	5/20/2011	$7.28	$7.28	0%	$0.00	
Family Sub	5/20/2011	$4.37	$4.37	0%	$0.00	
Family Sub	5/20/2011	$16.94	$16.94	0%	$0.00	
Single	5/24/2011	$78.07	$78.07	0%	$0.00	
Single	5/24/2011	$107.85	$107.85	0%	$0.00	
Single	5/24/2011	$19.49	$19.49	0%	$0.00	
Single	5/24/2011	$19.49	$19.49	0%	$0.00	
Single	5/24/2011	$19.49	$19.49	0%	$0.00	
_AN:		$821.65	$821.65	0%	$0.00	
TOTAL:		$1,214.22				

Account	Corporate I	Invoice Prc	Invoice Nui	InvcPerFrD	InvcPerToI	ClmPerFrD	ClmPerToI	BARS Cust
21185	TX1	618139	229595	5/28/2011	6/3/2011	5/28/2011	5/31/2011	TX433
21185	TX1	618139	229595	5/28/2011	6/3/2011	5/28/2011	5/31/2011	TX433
21185	TX1	618139	229595	5/28/2011	6/3/2011	5/28/2011	5/31/2011	TX433
21185	TX1	618139	229595	5/28/2011	6/3/2011	5/28/2011	5/31/2011	TX433
21185	TX1	618139	229595	5/28/2011	6/3/2011	5/28/2011	5/31/2011	TX433
21185	TX1	618139	229595	5/28/2011	6/3/2011	5/28/2011	5/31/2011	TX433
21185	TX1	618139	229595	5/28/2011	6/3/2011	5/28/2011	5/31/2011	TX433
21185	TX1	618139	229595	5/28/2011	6/3/2011	5/28/2011	5/31/2011	TX433
21185	TX1	618139	229595	5/28/2011	6/3/2011	5/28/2011	5/31/2011	TX433

Settlement	Association	Group Nbr	Section Nb	Group Nan	Coverage	Claim Type	Member ID	Document
1	4	21185	4	HIDALGO	Blue Shield	Basic Cove	8.39E+08	000020111
1	4	21185	4	HIDALGO	Blue Shield	Basic Cove	8.39E+08	000020111
1	4	21185	4	HIDALGO	Blue Shield	Basic Cove	8.39E+08	000020111
1	4	21185	4	HIDALGO	Blue Shield	Basic Cove	8.39E+08	000020111
1	4	21185	4	HIDALGO	Blue Shield	Basic Cove	8.39E+08	000020111
1	4	21185	4	HIDALGO	Blue Shield	Basic Cove	8.49E+08	000020111
1	4	21185	4	HIDALGO	Blue Shield	Basic Cove	8.49E+08	000020111
								BASIC PLA
1	4	21185	14	HIDALGO	Blue Cross	Basic Cove	8.44E+08	000020111
1	4	21185	14	HIDALGO	Blue Shield	Basic Cove	8.44E+08	000020111
								BUY-UP PL

Tier	Service Da	Gross Amt	Net Amt	Fee Percer	Fee Amt	Case Nbr
Single	5/9/2011	$5.50	$5.50	0%	$0.00	
Single	5/9/2011	$5.50	$5.50	0%	$0.00	
Single	5/13/2011	$5.50	$5.50	0%	$0.00	
Single	5/13/2011	$585.00	$585.00	0%	$0.00	
Single	5/13/2011	$159.25	$159.25	0%	$0.00	
Family Sub	5/20/2011	$215.81	$215.81	0%	$0.00	
Family Sub	5/19/2011	$125.94	$125.94	0%	$0.00	
AN:		$1,102.50	$1,102.50	0%	$0.00	
Single	5/24/2011	$424.00	$424.00	0%	$0.00	
Single	5/24/2011	$163.51	$163.51	0%	$0.00	
_AN:		$587.51	$587.51	0%	$0.00	
TOTAL:		$1,690.01				

Account	Corporate I	Invoice Prc	Invoice Nui	InvcPerFrD	InvcPerToI	ClmPerFrD	ClmPerToI	BARS Cust
21185	TX1	618139	229595	5/28/2011	6/3/2011	5/28/2011	5/31/2011	TX433
21185	TX1	618139	229595	5/28/2011	6/3/2011	5/28/2011	5/31/2011	TX433
21185	TX1	618139	229595	5/28/2011	6/3/2011	5/28/2011	5/31/2011	TX433
21185	TX1	618139	229595	5/28/2011	6/3/2011	5/28/2011	5/31/2011	TX433
21185	TX1	618139	229595	5/28/2011	6/3/2011	5/28/2011	5/31/2011	TX433
21185	TX1	618139	229595	5/28/2011	6/3/2011	5/28/2011	5/31/2011	TX433
21185	TX1	618139	229595	5/28/2011	6/3/2011	5/28/2011	5/31/2011	TX433
21185	TX1	618139	229595	5/28/2011	6/3/2011	5/28/2011	5/31/2011	TX433
21185	TX1	618139	229595	5/28/2011	6/3/2011	5/28/2011	5/31/2011	TX433
21185	TX1	618139	229595	5/28/2011	6/3/2011	5/28/2011	5/31/2011	TX433
21185	TX1	618139	229595	5/28/2011	6/3/2011	5/28/2011	5/31/2011	TX433
21185	TX1	618139	229595	5/28/2011	6/3/2011	5/28/2011	5/31/2011	TX433
21185	TX1	618139	229595	5/28/2011	6/3/2011	5/28/2011	5/31/2011	TX433
21185	TX1	618139	229595	5/28/2011	6/3/2011	5/28/2011	5/31/2011	TX433
21185	TX1	618139	229595	5/28/2011	6/3/2011	5/28/2011	5/31/2011	TX433
21185	TX1	618139	229595	5/28/2011	6/3/2011	5/28/2011	5/31/2011	TX433
21185	TX1	618139	229595	5/28/2011	6/3/2011	5/28/2011	5/31/2011	TX433
21185	TX1	618139	229595	5/28/2011	6/3/2011	5/28/2011	5/31/2011	TX433

Settlement	Association	Group Nbr	Section Nb	Group Nan	Coverage	Claim Type	Member ID	Document
1	5	21185	5	HIDALGO	Blue Shielc	Basic Cove	8.39E+08	000020111
1	5	21185	5	HIDALGO	Blue Shielc	Basic Cove	8.39E+08	000020111
1	5	21185	5	HIDALGO	Blue Shielc	Basic Cove	8.39E+08	000020111
1	5	21185	5	HIDALGO	Blue Shielc	Basic Cove	8.39E+08	000020111
1	5	21185	5	HIDALGO	Blue Shielc	Basic Cove	8.42E+08	000020111
1	5	21185	5	HIDALGO	Blue Shielc	Basic Cove	8.42E+08	000020111
1	5	21185	5	HIDALGO	Blue Shielc	Basic Cove	8.41E+08	000020111
1	5	21185	5	HIDALGO	Blue Shielc	Basic Cove	8.4E+08	000020111
1	5	21185	5	HIDALGO	Blue Shielc	Basic Cove	8.4E+08	000020111
1	5	21185	5	HIDALGO	Blue Shielc	Basic Cove	8.4E+08	000020111
1	5	21185	5	HIDALGO	Blue Shielc	Basic Cove	8.4E+08	000020111
1	5	21185	5	HIDALGO	Blue Shielc	Basic Cove	8.4E+08	000020111
1	5	21185	5	HIDALGO	Blue Shielc	Basic Cove	8.4E+08	000020111
1	5	21185	5	HIDALGO	Blue Shielc	Basic Cove	8.43E+08	000020111
1	5	21185	5	HIDALGO	Blue Shielc	Basic Cove	8.43E+08	000020111
								BASIC PLA
1	5	21185	15	HIDALGO	Blue Shielc	Basic Cove	8.42E+08	000020111
								BUY-UP PL

Tier	Service Da	Gross Amt	Net Amt	Fee Percer	Fee Amt	Case Nbr
Family Sub	5/27/2011	$30.42	$30.42	0%	$0.00	
Family Sub	5/27/2011	$22.62	$22.62	0%	$0.00	
Family Sub	5/26/2011	$30.42	$30.42	0%	$0.00	
Family Sub	5/26/2011	$22.62	$22.62	0%	$0.00	
Single	5/25/2011	$11.79	$11.79	0%	$0.00	
Single	5/25/2011	$1.85	$1.85	0%	$0.00	
Family Sub	5/20/2011	$40.87	$40.87	0%	$0.00	
Single	5/13/2011	$57.88	$57.88	0%	$0.00	
Single	5/13/2011	$487.56	$487.56	0%	$0.00	
Single	5/13/2011	$5.50	$5.50	0%	$0.00	
Single	5/13/2011	$5.50	$5.50	0%	$0.00	
Single	5/13/2011	$5.50	$5.50	0%	$0.00	
Single	5/13/2011	$5.50	$5.50	0%	$0.00	
Family Mer	5/23/2011	$17.41	$17.41	0%	$0.00	
Family Mer	5/23/2011	$14.22	$14.22	0%	$0.00	
AN:		$759.66	$759.66	0%	$0.00	
Family Sub	5/19/2011	$66.31	$66.31	0%	$0.00	
_AN:		$66.31	$66.31	0%	$0.00	
TOTAL:		$825.97				

Account	Corporate I	Invoice Prc	Invoice Nui	InvcPerFrD	InvcPerToI	ClmPerFrD	ClmPerToI	BARS Cust
HIDALGO COUNTY								
21185	TX1	618139	229595	5/28/2011	6/3/2011	5/28/2011	5/31/2011	TX433
21185	TX1	618139	229595	5/28/2011	6/3/2011	5/28/2011	5/31/2011	TX433
21185	TX1	618139	229595	5/28/2011	6/3/2011	5/28/2011	5/31/2011	TX433
21185	TX1	618139	229595	5/28/2011	6/3/2011	5/28/2011	5/31/2011	TX433
21185	TX1	618139	229595	5/28/2011	6/3/2011	5/28/2011	5/31/2011	TX433
HIDALGO COUNTY								
21185	TX1	618139	229595	5/28/2011	6/3/2011	5/28/2011	5/31/2011	TX433
21185	TX1	618139	229595	5/28/2011	6/3/2011	5/28/2011	5/31/2011	TX433
21185	TX1	618139	229595	5/28/2011	6/3/2011	5/28/2011	5/31/2011	TX433
21185	TX1	618139	229595	5/28/2011	6/3/2011	5/28/2011	5/31/2011	TX433
21185	TX1	618139	229595	5/28/2011	6/3/2011	5/28/2011	5/31/2011	TX433
21185	TX1	618139	229595	5/28/2011	6/3/2011	5/28/2011	5/31/2011	TX433
21185	TX1	618139	229595	5/28/2011	6/3/2011	5/28/2011	5/31/2011	TX433
21185	TX1	618139	229595	5/28/2011	6/3/2011	5/28/2011	5/31/2011	TX433
21185	TX1	618139	229595	5/28/2011	6/3/2011	5/28/2011	5/31/2011	TX433

Settlement	Association	Group Nbr	Section Nb	Group Nan	Coverage	Claim Type	Member ID	Document
1	7	21185	9001	HIDALGO	Blue Cross	Basic Cove	8.38E+08	000020111
1	7	21185	9001	HIDALGO	Blue Shield	Basic Cove	8.38E+08	000020111
1	7	21185	9001	HIDALGO	Blue Shield	Basic Cove	8.38E+08	000020111
1	7	21185	9001	HIDALGO	Blue Shield	Basic Cove	8.37E+08	000020111
1	7	21185	9001	HIDALGO	Blue Shield	Basic Cove	8.37E+08	000020111
								BASIC PLA
1	7	21185	9002	HIDALGO	Blue Cross	Basic Cove	8.38E+08	000020102
1	7	21185	9002	HIDALGO	Blue Cross	Basic Cove	8.38E+08	000020102
1	7	21185	9002	HIDALGO	Blue Shield	Basic Cove	8.38E+08	000020103
1	7	21185	9002	HIDALGO	Blue Shield	Basic Cove	8.38E+08	000020103
1	7	21185	9002	HIDALGO	Blue Shield	Basic Cove	8.38E+08	000020103
1	7	21185	9002	HIDALGO	Blue Shield	Basic Cove	8.38E+08	000020103
1	7	21185	9002	HIDALGO	Blue Shield	Basic Cove	8.38E+08	000020103
1	7	21185	9002	HIDALGO	Blue Shield	Basic Cove	8.38E+08	000020103
1	7	21185	9002	HIDALGO	Blue Shield	Basic Cove	8.31E+08	000020111
								BUY-UP PL

Tier	Service Da	Gross Amt	Net Amt	Fee Percer	Fee Amt	Case Nbr
Family Sub	5/27/2011	$13.38	$13.38	0%	$0.00	
Family Sub	5/25/2011	$24.36	$24.36	0%	$0.00	
Family Mer	5/27/2011	$1.27	$1.27	0%	$0.00	
Family Sub	4/13/2011	$13.34	$13.34	0%	$0.00	
Family Sub	4/13/2011	$20.01	$20.01	0%	$0.00	
N:		$72.36	$72.36	0%	$0.00	
Single	6/25/2010	($3,741.28)	($3,741.28)	0%	$0.00	
Single	6/25/2010	$3,741.28	$3,741.28	0%	$0.00	
Single	6/25/2010	$147.16	$147.16	0%	$0.00	
Single	6/25/2010	$8.80	$8.80	0%	$0.00	
Single	6/25/2010	$70.00	$70.00	0%	$0.00	
Single	6/26/2010	$54.45	$54.45	0%	$0.00	
Single	6/27/2010	$54.45	$54.45	0%	$0.00	
Single	6/27/2010	$8.80	$8.80	0%	$0.00	
Single	5/24/2011	$17.12	$17.12	0%	$0.00	
AN:		$360.78	$360.78	0%	$0.00	
TOTAL:		$433.14				

Account	Corporate	Invoice Prc	Invoice Nu	InvcPerFrD	InvcPerToD	ClmPerFrD	ClmPerToD	BARS Cus
HIDALGO COUNTY								
21185	TX1	618139	229595	5/28/2011	6/3/2011	5/28/2011	5/31/2011	TX433
21185	TX1	618139	229595	5/28/2011	6/3/2011	5/28/2011	5/31/2011	TX433
21185	TX1	618139	229595	5/28/2011	6/3/2011	5/28/2011	5/31/2011	TX433
21185	TX1	618139	229595	5/28/2011	6/3/2011	5/28/2011	5/31/2011	TX433
21185	TX1	618139	229595	5/28/2011	6/3/2011	5/28/2011	5/31/2011	TX433
21185	TX1	618139	229595	5/28/2011	6/3/2011	5/28/2011	5/31/2011	TX433
21185	TX1	618139	229595	5/28/2011	6/3/2011	5/28/2011	5/31/2011	TX433

Settlement	Association	Group Nbr	Section Nb	Group Nan	Coverage	Claim Type	Member ID	Document
1	6	21185	16	HIDALGO	Blue Shield	Basic Cove	8.43E+08	000020111
1	6	21185	16	HIDALGO	Blue Shield	Basic Cove	8.38E+08	000020111
1	6	21185	16	HIDALGO	Blue Shield	Basic Cove	8.38E+08	000020111
1	6	21185	16	HIDALGO	Blue Shield	Basic Cove	8.38E+08	000020111
1	6	21185	16	HIDALGO	Blue Shield	Basic Cove	8.38E+08	000020111
1	6	21185	16	HIDALGO	Blue Shield	Basic Cove	8.41E+08	000020111
1	6	21185	16	HIDALGO	Blue Shield	Basic Cove	8.42E+08	000020111
								BUY-UP PI

Tier	Service Da	Gross Amt	Net Amt	Fee Percer	Fee Amt	Case Nbr
Single	5/21/2011	$45.87	$45.87	0%	$0.00	
Family Mer	5/6/2011	$5.50	$5.50	0%	$0.00	
Family Mer	5/6/2011	$5.50	$5.50	0%	$0.00	
Family Mer	5/6/2011	$5.50	$5.50	0%	$0.00	
Family Mer	5/6/2011	$5.50	$5.50	0%	$0.00	
Single	4/27/2011	$78.80	$78.80	0%	$0.00	
Family Mer	5/24/2011	$78.80	$78.80	0%	$0.00	
AN:		$225.47	$225.47	0%	$0.00	
TOTAL:		$225.47				

HIDALGO COUNTY AUDITOR'S OFFICE
EMPLOYEE(S) AUTHORIZED TO APPROVE INVOICES FOR PAYMENT

DEPARTMENT NAME: Budget + Management

Official or Department Head Name (Print or Type): Sergio Cruz

Official or Department Head Signature:

Official or Department Head Initials:

Date: 5/11/11

New Budget officer appointed @ C.C. 5/11/11

Employee No. 1

Employee Name (Print or Type): Dina R. Treviño

Employee Title: Director - Budget Mgmt. Section

Employee Signature: Dina R Treviño Employee Initials:

Specific Instructions:

Employee No. 2

Employee Name (Print or Type):

Employee Title:

Employee Signature: Employee Initials:

Specific Instructions:

Employee No. 3

Employee Name (Print or Type):

Employee Title:

Employee Signature: Employee Initials:

Specific Instructions:

****Listed below is the name of the Employee authorized to approve memos submitted to the Auditor's Office when paying from an invoice copy. ****

Employee Name (Print or Type)

Employee Title:

Employee Signature: Employee Initials:

Specific Instructions:

AI-27055 **7.A.**

Approval of Final Construction Contract-La Sueña Subdivision-Pct 3, 3rd Call BCAP

CC CONSENT

Date:	06/21/2011
Submitted By:	Yvette Islas, PURCHASING DEPT.
Submitted For:	Agapito Vargas
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department

Information

CAPTION

Approval of final construction contract (award by CC 05-17-11) for C-CAP-10-379-05-17 Road & Drainage Construction for La Sueña Subdivision between Hidalgo County and Asago Construction in the amount of $299,000.00.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1312-431-00-123-397-0-731/733

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

BUDGETARY IMPACT:

Available funds as of 6/16/11 are $380,288.08.

Obj Code 731 = $183,468.08
Obj Code 733 = $124,820.00

FISCAL YEAR: 2011 ACCT. #: 1-1200-431-00-123-397-0-731

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

BUDGETARY IMPACT:

Available funds as of 6/16/11 are $555.92.

Attachments

Link: la suena contract.27055

Link: ai req.27055

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	06/15/2011 11:14 AM	APRV
2	Budget & Management	Erika Zamora	06/15/2011 11:37 AM	APRV
3	Perla Lopez	Perla Lopez	06/16/2011 09:59 AM	APRV
4	Auditor's Office	Arcilia Duran	06/16/2011 03:15 PM	APRV

Form Started By: Yvette Islas

Started On: 06/09/2011 04:20 PM

Final Approval Date: 06/16/2011

HIDALGO COUNTY PRECINCT #3
BORDER COLONIA ACCESS PROGRAM
ROUND III

TECHNICAL SPECIFICATIONS FOR TURN KEY

LA SUEÑA SUBDIVISION

Buena Vista Avenue	CSJ#M1080397
Rabbit Run Avenue	CSJ#M1080397
Dakota Street	CSJ#M1080397

JAVIER HINOJOSA ENGINEERING
416 E. DOVE AVENUE
McALLEN, TEXAS 78504
(956) 668-1588
FAX: (956) 994-8102
E-mail: javhin@rgv.rr.com

TABLE OF CONTENTS
CAP-10-379-12-15-YSI
LA SUEÑA SUBDIVISION

1) Advertisement and Invitation for Bids
2) Hidalgo County Legal Notice
3) Bidder Acknowledgement
4) Information for Bidders
5) Bid Form
6) Bid Bond
7) Draft Contract
8) Non Collusion
9) Payment Bond
10) Performance Bond

11) **Exhibit C**
    a. Insurance

12) General Conditions of the Agreement
13) Title 29 Labor
14) Standard General Condition of Construction Contract
15) Supplemental General Condition

16) **Exhibit A** General Notes & Standard Specifications
    a. Technical Specifications
    b. Government Specifications & Special Provisions

17) **Exhibit B**
    a. Debarment
    b. W-9
    c. Bidder/Vendor Application
    d. Conflict of Interest Memo
    e. Conflict of Interest Form
    f. Sales Tax and Local Sales Tax Certificate

18) **Exhibit D Border Wage Rates**
    a. Government code Ch 2258
    b. Prevailing Wage Rate
    c. Davis Bacon

19) **Exhibit E**
    a. Checklist
    b. Change Order
    c. Payment of Application
    d. Estimate Quantity Update
    e. Schedule of Values
    f. Contract Time Statement
    g. Colonia Testing Requirement
    h. List of Suppliers

i. Partial Release of Lien
j. Contractor's Affidavit of Payment of Debts and Claims
k. Prevailing Wage Rates Certificate Statement
l. Certificate of Construction Completion
m. Contractor's Affidavit of Release of Liens
n. Payment Schedule
o. Quantity Work Sheet

20) Construction Identification Sign

REQUEST FOR BIDS

(Colonia Access Program Project)

TO SUPPLY HIDALGO COUNTY PRECINCT NO. 3 with sealed bids on:
CAP-10-379-12-15-YSI "ROAD & DRAINAGE CONSTRUCTION FOR LA SUEÑA SUBDIVISION"
CAP-10-380-12-15-YSI "ROAD & DRAINAGE CONSTRUCTION FOR DUDE HILL SUBDIVISION"

A BIDDER'S BOND from a reliable surety company licensed to operate in the State of Texas or certified Cashier's Check, payable without recourse to the County of Hidalgo, for the amount of not less than **5%** of the total bid shall accompany the bid as guaranty that, if awarded the contract, the bidder will enter into a contract with the County of Hidalgo. Payment and Performance Bonds shall be executed except in the event into a single payment contract with the County of Hidalgo in lieu of a Performance Bond. In the event the total amount bid is $25,000 or less, the successful contract has the option to enter into a single payment contract with the County of Hidalgo in lieu of a Payment and Performance Bond.

Bid Packets may be obtained from the office of **JAVIER HINOJOSA ENGINEERING, 416 E. DOVE AVENUE McAllen, Texas 78504,** Phone No **(956) 668-1588** for the amount of **$100.00 each.** General and/or Prime Contractors submitting bids and/or proposals to the County of Hidalgo shall be **non-refundable**.

PRE-BID CONFERENCE is scheduled for **WEDNESDAY, December 08, 2010** at **2:00 P.M.** at **HIDALGO COUNTY NEW ADMINISTRATION BUILDING - PURCHASING DEPARTMENT 2812 S Business Hwy 281, EDINBURG, TEXAS 78539**

UPON SUBMITTING SEALED BID, bidders are required to properly identify (handwritten, typed or printed) sealed envelope and/or packet as follows: Bidder's name and address on the upper left hand corner of the sealed envelope and/or package and Bid No.: **CAP-10-379-12-15-YSI "ROAD & DRAINAGE CONSTRUCTION FOR LA SUEÑA SUBDIVISION" and/or CAP-10-380-12-15-YSI "ROAD & DRAINAGE CONSTRUCTION FOR DUDE HILL SUBDIVISION";** on the lower left hand corner of sealed envelope/and or packet. **OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE.**

The sealed bid must contain one (1) original and three (3) copies of bid and must be clearly identified and addressed for delivery to:

Martha L. Salazar, CPPB, Hidalgo County Purchasing Agent
Hidalgo County Purchasing Department

US Postal Mail/Courier Address
Hidalgo County New Administration Building
2812 S. Business Hwy 281
Edinburg, Texas 78539

Physical Location:
Hidalgo County New Administration Building
2802 S. Business Hwy. 281
(Southeast of Canton Rd & Business 281)
Edinburg, Texas 78539

Sealed bids will be accepted until **9:30 a.m. on Wednesday, DECEMBER 15, 2010** at which time they will be opened in the Hidalgo County Purchasing Department Conference Room at **Physical Location: 2802 S. Business Hwy 281, Hidalgo County New Administration Building, Edinburg, Texas 78539**. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY BID RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED

The project is to be funded with Border Colonia Access Program funds through Proposition II Funding from the Texas Department of Transportation (Tx.D.O.T.).

Attention is called to the fact that not less than, the federally determined prevailing **(Davis-Bacon and Related Acts)** wage rate, as issued and contained in the contract documents, must be paid on this project. In addition, the successful bidder must ensure that employees and applicants for employment are not discriminated against because of race, color, religion, sex, age, disability or national origin.

BIDS MAY BE HELD by the County of Hidalgo for a period not to exceed ninety (90) days from the date of the opening of bids for the purpose of reviewing the bids and investigating the qualifications of bidders, prior to awarding of the contract.

THE COUNTY reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or to accept the bids considered the best and most advantageous to the County.

BY ORDER OF THE COMMISSIONERS COURT OF HIDALGO COUNTY, TEXAS on this the **22nd day** of **November, 2010.**

MARTHA L. SALAZAR, CPPB
HIDALGO COUNTY PURCHASING AGENT

REPORT ROAD HAZARDS @ 1-866-HCR-SAFE OR 1-866-427-7233

LEGAL NOTICE **BID NO:CAP-10-379-12-15-YSI**

1. Sealed bids will be received for **"HIDALGO COUNTY PRECINCT NO. 3- ROAD AND DRAINAGE CONSTRUCTION FOR LA SUEÑA SUBDIVISION"** 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-CAP-10-379-12-15-YSI HIDALGO COUNTY PRECINCT NO. 3- ROAD AND DRAINAGE CONSTRUCTION FOR LA SUEÑA SUBDIVISION "** and in County's Purchasing Department, 100 E. Cano,4th Floor, Administration Building, Edinburg, Texas, **on or before 9:30 a.m.,WEDNESDAY, DECEMBER 15, 2010. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO "REQUEST FOR BIDS-CAP-10-379-12-15-YSI HIDALGO COUNTY PRECINCT NO. 3- ROAD AND DRAINAGE CONSTRUCTION FOR LA SUEÑA SUBDIVISION"** . Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County. Hidalgo County reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to Hidalgo County

3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words.

12. Costs are to be net F.O.B., County Prepaid.

13. Hidalgo 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.

14. 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.

15. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy o their Federal ID Number Certificate.

16. 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

17. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  a) Name and address of successful bidder
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)
  d) Notation - **" HIDALGO COUNTY PRECINCT NO. 3- ROAD AND DRAINAGE CONSTRUCTION FOR LA SUEÑA SUBDIVISION"** 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 Colonia Access Program
  302 E. State Avenue
  Pharr, Texas 78577
  ATTN.: Marcie Jackson, Administrative Assistant

18. Schedule of Events

Bid Opening, 9:30 AM	**December 15, 2010**
Award of Contract	**May 17, 2011**
Commence Work or Deliver Products	_____, 2011

19. 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.

20. 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.

21. 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.

22. 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.

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

24. 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.

25. 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.

26. 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.

27. 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.

28. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act

or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgement with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

29. 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.

30. 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.

31. 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.

BIDDERS ACKNOWLEDGEMENT
Bid for
HIDALGO COUNTY PRECINCT NO. 3
"ROAD AND DRAINAGE CONSTRUCTION FOR LA SUEÑA SUBDIVISION"
BID NO.: CAP-10-379-12-15-YSI

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

Postal Mail/Courier Address
dalgo County New Administration Building
12 S Business Hwy 281
linburg, Texas 78539

Physical Location:
Hidalgo County New Administration Building
2802 S Business Hwy 281
(Southeast of Canton Rd & Business 281
Edinburg, Texas 78539)

In accordance with the Specifications, and subject to all laws and regulations of the United States id state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, aterial, software and services as set forth in the documents hereinbefore mentioned. The undersigned dder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by idalgo County for performing and completing the work described in the Specifications within the time ated 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 id Checklist presented in connection with this procurement. Bidder understands that Hidalgo County eserves the right to reject any or all bids and further reserves the right to design the evaluation criteria o 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) alendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: Asago, LLC dba Asago Construction
Address: 3113 Pecos St., Mission, TX 78572
By: [signature]
Printed Name: Raul Iglesias
Title: Managing Partner

INFORMATION FOR BIDDERS

1. Receipt and Opening of Bids

The Hidalgo County Pct # 3 (herein called the "Owner"), invites bids on the form attached hereto, all blanks of which must be appropriately filled in. Bids will be received by the Owner at the Hidalgo County Purchasing department until **Wednesday, December 15, 2010 at 9:30 a.m.** and then at said office publicly open and read aloud. The envelopes containing the bids must be sealed, addressed to Martha L. Salazar, Hidalgo County Purchasing Agent at 2812 S Business 281, Edinburg, Texas 78539 and designated as Bid for Hidalgo County Pct # 3 Border Colonia Access Program.

The owner may consider informal any bid not prepared and submitted in accordance with provisions hereof and may waive any informalities or reject any and all bids. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within 60 days after the actual date of the opening thereof.

2. Preparation of Bid

Each bid must be submitted on the prescribed from and accompanied by Cerfication by Bidder Regarding Equal Employment Opportunity, Form, and Certification by Bidder (contractor), concerning Labor Standards and Prevailing Wage Requirements. All blank spaces for bid prices must be filled in, in ink or typewritten, in both words and figures, and the foregoing Certificates must be fully completed and executed when submitted.

Each bid must be submitted in a sealed envelopes bearing on the outside the name of the bidder, his address, and the name of the project for which the bid is submitted. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another enveloped addressed as specified in the bid form.

3. Subcontracts

The bidder is specifically advised that any person, firm, or other party to whom is proposed to ward a subcontract under this contract –

a Must be acceptable to the Owner after verification of the current eligibility status, and,

b Approval of the proposed subcontract award cannot be given by the Owner unless and until the proposed subcontractor has submitted the Certification and/or other evidence showing that it has fully complied with any reporting requirements to which it is or was subject. Although the bidder is not required to attach such Certification by proposed subcontractors to his bid, the bidder is here advised of this requirement so that appropriate action can be taken to prevent subsequent delay in subcontract awards.

4. Telegraphic Modification

Any bidder may modify his bid by telegraphic communication at any time prior to the scheduled closing time for receipt of bids, provided such telegraphic communication is received by the Owner prior to the closing time, and provided further, the Owner is satisfied that a written confirmation of the telegraphic modification over the signature of the bidder was mailed prior to the closing time. The telegraphic communication should not reveal the bid price but should provide the additional or subtraction or other modification so that the final prices or terms will not be known by the Owner until the sealed bid is opened. If written confirmation is not received within two days from the closing time, no consideration will be given to the telegraphic modification.

5. Method of Bidding

The Owner invites the following bid(s): **Border Access Colonia Project Round III**
Grant No. M1080397
La Sueña Subdivision

6. Qualifications of Bidder

The Owner may make such investigations as he deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request, the Owner reserves the right to reject any bid if the eveidence submitted by, or investigation of, such bidder fails to satisfy the Owner that such bidder is properly qualified to carry out the obligations of the contract to complete the work contemplated therein. Conditional bids will not be accepted.

7. Bid Security

Each bid must be accompanied by certified check of the bidder, or a bid bond prepared on the form of bid bond attached hereto, duly executed by the bidder as principal and having as surety thereon a surety company approved by the Owner, in the amount of 5% of the bid. Such checks or bid bonds will be returned to all except the three lowest bidders within three days after the opening of bids, and the remaining checks, or bid bonds will be returned promptly after the Owner and the accepted bidder have executed the contract, or if no award has be made within 60 days after the date of the opening of bids, upon demand of the bidder at any time thereafter, so long as he has not been notified of the acceptance of his bid.

8. Liquidated Damages for Failure to enter into Contract

The successful bidder, upon his failure or refusal to execute and deliver the contract and bonds required within 10 days after he has received notice of the acceptance of his bid, shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security deposited with his bid.

9. Time of Completion and Liquidated Damages

Bidder must agree to commence on or before a date to be specified in a Written "Notice to Proceed" of the Owner and to fully complete the project within **120 consecutive calendar days** thereafter. Bidder must agree also to pay as liquidated damages, the sum of **$250 for each consecutive calendar day** thereafter as hereinafter provided in the General Conditions.

10. Condition of Work

Each bidder must inform himself fully of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of his obligation to furnish all material and labor necessary to carry out the provisions of his contract. Insofar as possible the contractor, in carrying out his work, must employ such methods or means as will not cause any interruption of or interference with work of any other contractor.

11. Addenda and Interpretations

No interpretation of the meaning of the plans, specifications or other pre-bid documents will be made to any bidder orally.

Every request for such interpretation should be in writing addressed to **Javier Hinojosa Engineering Attn: Javier Hinojosa, P.E., 416 E. Dove Avenue, McAllen, Texas 78504** and to be given consideration must be received at least five days prior to the date fixed for the opening of bids. Any all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will mailed by certified mail with return receipt requested to all prospective bidders (at the respective addresses furnished for such purposes), not later than three days prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the contract documents.

12. Security for Faithful Performance

Simultaneously with his delivery of the executed contract; the contractor shall furnish a surety bond or bonds as security for faithful performance of this contract and for the payment of all persons performing labor on the project under this contract and furnishing materials in connection with this contract, as specified in the General Conditions included herein. The surety on such bond or bonds shall be a duly authorized surety company satisfactory to the Owner.

13. Power of Attorney

Attorney-in-fact who sign bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

14. Notice of Special Conditions

Attention is particularly called to those parts of the contract documents and specification which deal with the following;

a Inspection and testing of materials
b Insurance requirements
c Wage rates
d States allowances

15. Laws and Regulations

The bidder's attention is directed to the fact that all applicable State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

16. Method of Award – Lowest Qualified Bidder

If at the time this contract is to be awarded, the lowest base bid submitted by a responsible bidder does not exceed the amount of funds then estimated by the Owner as available to finance the contract the contract will be awarded on the base bid only. If such bid exceeds such amount, the Owner may reject all bids or may award the contract on the base bid combined with such deductible alternates applied in numerical order in which they are listed in the form of Bid, as produces a net amount which is within the available funds.

17. Obligation of Bidder

At the time of the opening of bids each bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the plans and contract documents (including all addenda). The failure or omission of any bidder to examine any form, instrument or document shall in no way relieve any bidder from any obligation in respect of his bid.

Supplement to Form HUD-4238-B®
INFORMATION FOR BIDDERS

18. SAFETY STANDARDS AND ACCIDENTS PREVENTION

With respect to all work performed under this contract, the contractor shall:

1 Comply with the safety standards provision of applicable laws, building and construction codes and the "Manual of Accident Prevention in Construction" published by the Associates General Contractors or America, the requirements of the Occupational Safety and Health Act of 1970 (Public Laws 91-596), and the requirements of Title 29 of the Code of Federal Regulations, Section 1518 as published in the "Federal Regişter", Volume 36, No 75, Saturday, April 17, 1971.

2 Exercise every precaution at all times for the prevention of accidents and the protection of persons (including employees) and property.

3 Maintain at his office or other well known place at the job site, all articles necessary for giving first aid to the injured, and shall make standing arrangements for the immediate removal to a hospital or a doctor's care of persons (including employee), whom may be injured on the job site. In no case shall employee be permitted to work at a job site before the employer has made a standing arrangement for removal of injured person to a hospital or a doctor's care.

SPECIAL PROVISIONS

1. The County of Hidalgo reserves the right to partially award the contract in order to meet the budget.

2. It shall be the Contractor's responsibility to locate underground utilities, whether shown or not shown on the drawings, sufficiently in advance of operations to preclude damage to same.

3. Water, sewer, or other utility serves shall not be interrupted. Any damages to existing utilities will be Contractor's responsibility.

4. In the event of damage to underground facilities, whether shown or not shown in the drawings, the Contractor shall make the necessary repairs to place the facilities back in service at no increase in the Contractors price and all such repairs shall conform to the requirements of the company or agency servicing the facility

5. The Contractor shall exercise extra care to prevent damage to all other structures in the area including, fence, roads, pipelines, utilities, etc., whether publicly or privately owned.

6. Until acceptance by the Engineer of any part or all of the construction, as provided for in the plans and these specifications, it shall be under the charge and care of the contractor, and he shall take every necessary precaution against injury or damage to any part of the work. The Contractor shall rebuild, repair, restore and make good, at his own expense, all injuries or damage to any portion of the work before its completion and acceptance.

7. In case the Contractor deems extra compensation is due him for proposed work not covered in the contract, the Contractor shall notify the Engineer in writing of his claim for such extra compensation before he begins the work. Failure on the part of the Contractor to give such notification shall constitute a waiver of claim for such extra compensation. The Contractor shall not proceed until a written Change Order is approved by the Owner, Engineer, and Contractor.

8. Prospective bidders should make a careful examination of the projects sites.

9. Contractor shall review his overall method and schedule of construction with the County Prior to construction for proper coordination of inspection.

10. No open trenches or excavation shall be left open overnight.

11. Adjustment of Sanitary Sewer Manhole Tops to be incidental to price bid for Flex Base.

12. Existing asphalt paving to be scarified and removed incidental to price bid for Right Of Way Preparation.

13. Construction of the drainage bar ditches along the roadway shall be considered incidental to price bid for Preparing Right of Way.

BID FORM

mpany Name:	Asago Construction
nature:	
ted Name:	Raul Iglesias

BID FORM

HIDALGO COUNTY PRECINCT NO. 3
BORDER COLONIA ACCESS PROJECT
CAP-10-379-12-15-YSI
ROAD AND DRAINAGE CONSTRUCTION FOR LA SUEÑA SUBDIVISION

BID ITEMS FOR ROAD CONSTRUCTION

TXDOT Item No.	Est Quantity	Unit	Item Description	Unit Bid Price In Words	Unit Price In Figures	Total Extension In Figures
PAVING						
100	28.19	STA	Preparing ROW	Five Hundred Dollars / Cents	$ 500.00	$ 14,095.00
247	8770	SY	8" Flex Base (Compl in place) (TY D GR6 CL4)	Seven Dollars / Fifty Cents	$ 7.50	$ 65,775.00
251	8770	SY	Rewking BS Matl (DC) (TY D CL2)	Three Dollars / Cents	$ 3.00	$ 26,310.00
310	1754	GAL	ASPH Matrl (MC-30)	Seven Dollars / Cents	$ 7.00	$ 12,278.00
340	7517	SY	ASPH Conc (TY D)(1 1/2")	Eight Dollars / Cents	$ 8.00	$ 60,136.00
502	4	MO	Barricades, Sign and Traffic Handling	Two Hundred Dollars / Cents	$ 200.00	$ 800.00
530	90	SY	Turnouts (ASPH-CONC-PAV)(PB-1)	Twenty-five Dollars / Cents	$ 25.00	$ 2,250.00
5249	1150	LF	Temporary Sediment Control Fence	Dollars / Eighty Cents	$ 0.80	$ 920.00
5249	1150	LF	Temporary Sediment Control Fence (Remove)	Dollars / forty Cents	$ 0.40	$ 460.00
		LUMP SUM	Relocate Mail Boxes	One Thousand Dollars / Cents	$ 1,000.00	$ 1,000.00

Roadway Subtotal	$ 184,024.00

Company Name:	Asago Construction
Signature:	
Printed Name:	Raul Iglesias

DRAINAGE

530	997	SY	Driveway (ASPH-CON-PAV) (PB-1)	Twenty Dollars Cents	$ 20.00	$ 19,940.00
530	1364	SY	Driveway (Concrete 3000 PSI)	Twenty-four Dollars Cents	$ 24.00	$ 32,736.00
556	2200	LF	15" ADS Culvert Pipe	Twenty-four Dollars Cents	$ 24.00	$ 52,800.00
556	140	LF	18" RCP Culvert Pipe	Twenty-five Dollars Cents	$ 25.00	$ 3,500.00
556	4	EA	Safety End Treatment	One Thousand five Hundred Dollars Cents	$ 1,500.00	$ 6,000.00

Drainage Subtotal	$ 114,976.00

Bid Total	**$ 299,000.00**

BIDDER/COMPANY NAME: Asago, LLC dba Asago Construction

AUTHORIZED SIGNATURE: [signature]

PRINTED NAME: Raul Iglesias

TITLE: Managing Partner

9:43
12/15/10

Company Name:	Asago Construction
Signature:	[signature]
Printed Name:	Raul Iglesias

CONTINUATION OF BID PACKAGE

The undersigned **Bidder** agrees to commence work after written notice to commence work and to substantially complete the work on which he has bid **within 120 calendar days** as provided in Article 18 of the General Conditions of the Agreement.

Enclosed with this Proposal is a Cashier's check or Certified Check for _____ Dollars (_____) or a Bid Bond in the Sum of 5% Dollars (_____), which is agreed shall be collected and retained by the **Owner** under the Conditions hereof within ten (10) days after the date this proposal is accepted; then otherwise the said bond or check shall be returned to the undersigned upon demand.

Receipts of the following Addenda on these dates shown is acknowledged:

	DATE	ACKNOWLEDGE		DATE	ACKNOWLEDGE
#1			#2		
#3			#4		

Respectfully submitted,

Asago, LLC dba Asago Construction
Name of Firm

By: _____ 12/15/2010
Signature Date

Managing Partner
Title

THIS PROPOSAL MUST BE SIGNED BY AN OFFICER OR REPRESENTATIVE DULY AUTHORIZED BY THE BIDDER

2113 Pecos St., Mission
Address

Mission, TX 78572

956-607-0741
Telephone Number

(Seal, if Bid is by a Corporation)

Attest: _____

Company Name:	Asago Construction
Signature:	
Printed Name:	

FIRST SEALORD SURETY, INC.
Principal Office
789 E. Lancaster Avenue
Villanova, PA 19085
610.664.2324

BID BOND

Bond No. **10-12419-BID**

KNOW ALL MEN BY THESE PRESENTS that we
ASAGO LLC dba Asago Construction

as Principal, hereinafter called the Principal, and FIRST SEALORD SURETY, INC., a corporation duly organized under the laws of the Commonwealth of Pennsylvania, as Surety, hereinafter called Surety, are held and firmly bound unto
Hidalgo County

as Obligee, hereinafter called Obligee, in the sum of **5% Greatest Amount Bid**

Dollars ( ), or (%) percent of the amount bid, whichever is less,
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for **Road and Drainage Construction at La Suena Subdivision**

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this **14th** day of **December**, 20 **10**

(Witness)

Debbie Valdez (Witness)

Asago LLC dba Asago Construction
(Principal) (Seal)
By: _____
Raul Iglesias (Title)

FIRST SEALORD SURETY, INC.
By: _____
Andy Alvarez (Attorney-in-Fact)

First Sealord Surety, Inc.
Power of Attorney

Power No: TX -0713-10-18854

KNOW ALL MEN BY THESE PRESENTS: That First Sealord Surety, Inc., a corporation of the Commonwealth of Pennsylvania, (hereinafter the "Company") has made, constituted and appointed, and by these presents does make, constitute and appoint

Andy Alvarez, Ron Dunagan, Sheila Dunagan and/or Jason Young all of Pharr, Texas

its true and lawful Attorney-in-Fact, to make, execute and deliver on its behalf insurance policies, surety bonds, undertakings and other instruments of a similar nature as follows:

********** **Not To Exceed Five Million Dollars----------($5,000,000.00)** **********

Such insurance policies, surety bonds, undertakings and instruments for said purposes, when duly executed by the aforesaid Attorney-in-Fact, shall be binding upon the said Corporation as fully and to the same extent as if signed by the duly authorized officers of the Corporation and sealed with its corporate seal; and all the acts of said Attorney-in-Fact, pursuant to the authority hereby given, are hereby ratified and confirmed.

This appointment is made pursuant to the following By-Laws which were duly adopted by the Board of Directors of the said Corporation on April 7, 2003 with all Amendments thereto and are still in full force and effect:

"Article XII: Policies, Bonds, Recognitions, Stipulations, Consents of Surety, Underwriting Undertakings, and Instruments Relating Thereto.

Section 12-1. Insurance policies, bonds, recognitions, stipulations, consents of surety and underwriting undertakings of the Corporation, and releases, agreements and other writings relating in any way thereto or to any claim or loss thereunder, shall be signed in the name and on behalf of the Corporation: a) by the Chairman of the Board, the President or a Vice President, and by the Secretary or an Assistant Secretary; or b) by an Attorney-in-Fact for the Corporation appointed and authorized by the Chairman of the Board, the President, or a Vice President to make such signature; or c) by such other officers or representatives as the Board may from time to time determine. The seal of the Corporation shall if appropriate be affixed thereto by any such officer, Attorney-in-Fact or representative. The authority of such Attorney-in-Fact and Agents shall be as prescribed in the instrument evidencing their appointment. Any such appointment and all authority granted thereby may be revoked at any time by the Board of Directors or by any person empowered to make such appointment."

IN WITNESS WHEREOF, First Sealord Surety, Inc. has caused these presents to be duly signed and its corporate seal to be hereunto affixed and duly attested this 20th day of January, 2004.

(Seal) FIRST SEALORD SURETY, INC. CORPORATE SEAL 1991 PENNSYLVANIA

First Sealord Surety, Inc.

Attest: _____ By: _____

Gary L. Bragg, Secretary — Joel D. Cooperman, Vice President

Commonwealth of Pennsylvania
County of Montgomery

On this 22nd day of April, 2010, before me personally appeared Joel D. Cooperman, Vice President of First Sealord Surety, Inc., satisfactorily proven to be the person whose name is subscribed to this instrument (driver's license), who, being by me duly sworn, said that he resides in the Commonwealth of Pennsylvania, that he is Vice President of First Sealord Surety, Inc., the corporation described in and which executed the foregoing instrument; that he knows the corporate seal of the said Corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Corporation; and that he signed his name thereto as Vice President of said

State of Pennsylvania
County of Delaware

_____ - Notary Public

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
ROSLYN H. JAFFE, Notary Public
Radnor Twp., Delaware County
My Commission Expires June 23, 2012

(Seal)

CERTIFICATE

I, the undersigned Secretary of First Sealord Surety, Inc. do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this Certificate and I do further certify that the Officer who executed the said Power of Attorney was one of the Officers authorized by the Board of Directors to appoint an Attorney-in-Fact as provided in Section 12-1 of the By-Laws of First Sealord Surety, Inc. This Certificate may be signed and sealed by facsimile under and by authority of the following provisions of the By-Laws of First Sealord Surety, Inc.:

"Section 12-2. The use of a printed facsimile of the corporate seal of the Corporation and of the signature of the Secretary or an Assistant Secretary on any certification of the correctness of a copy of an instrument executed by an authorized person pursuant to Article XII, Section 12-1 of the By-Laws appointing and authorizing an Attorney-in-Fact to sign in the name and on behalf of the Corporation surety bonds, underwriting undertakings, or other instruments described in said Section 12-1, with like effect as if such seal and such signature had been manually affixed and made."

In Witness Whereof, I have hereunto set my hand and affixed the corporate seal of the Corporation to these presents

this 14th day of December, 2010.

This power of attorney is void unless the Bond number is inserted in this paragraph (insert Bond # here 10-12419-B10); the bond number is the same number as on the original bond, and the bond number has been inserted by an officer or employee of the Company or by the agent.

(seal)

_____
Gary L. Bragg, Secretary

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

CONSTRUCTION CONTRACT
C-CAP-10-379-05-17

This Agreement, entered into this **17th** day of **MAY**, 2011, by and between Hidalgo County, (hereinafter called the "OWNER," and, **Asago, LLC dba Asago Construction** (a Texas Limited Liability Company), of County of Hidalgo, and State of Texas, hereinafter called "CONTRACTOR".

WITNESSETH:

That for and in consideration of the payments and agreement hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the construction described follows:

LA SUENA SUBDIVISION (CSJ: 3C1080397)

Hereinafter called the project, for the sum of **($299,000.000) Two Hundred Ninety Nine Thousand Dollars and No Cents** and all extra work in connection therewith under the terms and stated in the General and Special Conditions of the Contract; and at his (its or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in Proposal, the General conditions and Special Conditions printed or written explanatory matter thereof, the specifications and contract documents therefore as prepared by **Javier Hinojosa Engineering,** entitled the Architect/Engineer, and as enumerated in Paragraph 1.01.A.12 of the General Conditions, all of which are made a part hereof and collectively evidence and constitute the contract.

The CONTRACTOR hereby agrees to commence work under this contract on or after a date to be specified in written "Notice to Proceed" of the OWNER and to fully complete the project within **120 consecutive calendar days** thereafter. The CONTRACTOR further agrees to pay, as liquidated damages, the sum of **$250.00** for each consecutive calendar day thereafter.

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the contract, subject to additions and deductions, as provided in the General Conditions of the contract, and to make payments on account thereof as provided in Paragraphs 14.02.C and 14.07.C of the General Conditions.

IN WITNESS WHREOF, the parties to these present have executed this contract in four (4) counterparts, each of which shall be deemed an original, in year and day first above mentioned.

APPROVED BY COMMISIONERS COURT ON, **MAY 17TH, 2011.**

CONTRACTOR: _____
Print Name & Title: Raul Iglesias, Manager
Name of Firm: Asago, LLC dba Asago Construction
Address: 2113 Pecos Street
Mission, Texas 78572
Fed I.D. #/SS #: 74-2821087

STATE OF TEXAS

COUNTY OF HIDALGO

This instrument was acknowledged before me on this the 23rd day of May, 2011, by Raul Iglesias, Manager of and on behalf of Asago, LLC dba Asago Construction.
(Name & Title) (A Texas Limited Liability Company)

CLAUDIA N. YBARRA
My Commission Expires
March 23, 2012

_____
Notary Public-Signature

APPROVED AS TO FORM:
Atlas & Hall, L.L.P.
800 Pecan
McAllen, Texas 78504

BY: _____

SIGN HERE

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

COUNTY OF HIDALGO:

_____
Ramon Garcia, County Judge

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of .....TEXAS.....)

County of.....HIDALGO.....)

Raul Iglesias, being first duly sworn, deposes and says that:

(1) He is **Manager**, of

Asago, LLC dba Asago Construction, the Bidder that has submitted the attached Bid;

(2) He is fully informed respecting the preparation and contents of this attached bid and of all pertinent circumstances respecting such bid;

(3) Such bid is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representative:, employees or parties in interest, including this affiant, has in any way colluded, conspired a collusive or sham Bid in connection with the Contract for which the attaché Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication of conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Owner or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) _____

Managing Partner
(Title)

Subscribed and sworn to before me on this 23rd

Day of May, 2011

Claudia N. Ybarra

Notary Public

Title

NOTARY PUBLIC STATE OF TEXAS

CLAUDIA N. YBARRA
My Commission Expires
March 23, 2012



FIRST SEALORD SURETY, INC.
Principal Office
789 E. Lancaster Avenue
Villanova, PA 19085
610.664.2324

LABOR & MATERIAL PAYMENT BOND

Bond No. **11-04003-PP**

KNOW ALL MEN BY THESE PRESENTS that we, **Asago, LLC dba Asago Construction**

as Principal (hereinafter called Principal), and FIRST SEALORD SURETY, INC., a corporation duly organized under the laws of the Commonwealth of Pennsylvania, as Surety (hereinafter called Surety), are held and firmly bound unto **Hidalgo County**

as Obligee (hereinafter called Owner), for the use and benefit of claimants as herein below defined, in the amount of **Two Hundred Ninety Nine Thousand and no/100***** Dollars ($ **299,000.00**)

for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated **May 17th, 2011** (dated no later than this bond), entered into a contract with Owner for **Road and Drainage Construction at La Suena Subdivision(CSJ: 3C1080397) Project No. C-CAP-10-379-05-17**,

the total contract amount being **$299,000.00** in accordance with drawings and specifications prepared by **Javier Hinojosa Engineering**

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with Principal or with a Subcontractor of Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.

2. The above named Principal and Surety hereby jointly and severally agree with Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit.

3. No suit or action shall be commenced hereunder by any claimant:

   a) Unless claimant, other than one having a direct contract with Principal, shall have given written notice to any two of the following: Principal, Owner, or Surety above named, within ninety (90) days after such claimant did or performed

the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to Principal, Owner, or Surety, at any place where an office is regularly maintained for the transactions of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

b) After the expiration of one (1) year following the date on which the claimant last supplied labor or material or both, used or reasonably required for use in the performance of the Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to equal to the minimum period of limitation permitted by such law.

c) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the project or any thereof, is situated, or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.

4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of Mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

Signed, sealed and dated this 17th day of MAY, 20 11.

Asago, LLC dba Asago Construction

PRINCIPAL (Seal)

By: _____

Raúl Iglesias (Title)

_____

(Witness)

FIRST SEALORD SURETY, INC.

By: _____

Debbie Valdez (Witness)

ANDY ALVAREZ (Attorney-in-Fact)

First Sealord Surety, Inc.

Power No: TX -0713-11-04172

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS: That First Sealord Surety, Inc., a corporation of the Commonwealth of Pennsylvania, (hereinafter the "Company") has made, constituted and appointed, and by these presents does make, constitute and appoint

Andy Alvarez, Ron Dunagan, Sheila Dunagan and/or Jason Young all of Pharr, Texas

its true and lawful Attorney-in-Fact, to make, execute and deliver on its behalf insurance policies, surety bonds, undertakings and other instruments of a similar nature as follows:

********** **Not To Exceed Five Million Dollars----------($5,000,000.00)** **********

Such insurance policies, surety bonds, undertakings and instruments for said purposes, when duly executed by the aforesaid Attorney-in-Fact, shall be binding upon the said Corporation as fully and to the same extent as if signed by the duly authorized officers of the Corporation and sealed with its corporate seal; and all the acts of said Attorney-In-Fact, pursuant to the authority hereby given, are hereby ratified and confirmed.

This appointment is made pursuant to the following By-Laws which were duly adopted by the Board of Directors of the said Corporation on April 7, 2003 with all Amendments thereto and are still in full force and effect:

"Article XII: Policies, Bonds, Recognitions, Stipulations, Consents of Surety, Underwriting Undertakings, and Instruments Relating Thereto.

Section 12-1. Insurance policies, bonds, recognitions, stipulations, consents of surety and underwriting undertakings of the Corporation, and releases, agreements and other writings relating in any way thereto or to any claim or loss thereunder, shall be signed in the name and on behalf of the Corporation: a) by the Chairman of the Board, the President or a Vice President, and by the Secretary or an Assistant Secretary; or b) by an Attorney-in-Fact for the Corporation appointed and authorized by the Chairman of the Board, the President, or a Vice President to make such signature; or c) by such other officers or representatives as the Board may from time to time determine. The seal of the Corporation shall if appropriate be affixed thereto by any such officer, Attorney-in-Fact or representative. The authority of such Attorney-in-Fact and Agents shall be as prescribed in the instrument evidencing their appointment. Any such appointment and all authority granted thereby may be revoked at any time by the Board of Directors or by any person empowered to make such appointment."

IN WITNESS WHEREOF, First Sealord Surety, Inc. has caused these presents to be duly signed and its corporate seal to be hereunto affixed and duly attested this 20th day of January, 2004.

First Sealord Surety, Inc.

(Seal) Attest: _____ By: _____

Gary L. Bragg, Secretary — Joel D. Cooperman, Vice President

Commonwealth of Pennsylvania
County of Montgomery

On this 22nd day of April, 2010, before me personally appeared Joel D. Cooperman, Vice President of First Sealord Surety, Inc., satisfactorily proven to be the person whose name is subscribed to this instrument (driver's license), who, being by me duly sworn, said that he resides in the Commonwealth of Pennsylvania, that he is Vice President of First Sealord Surety, Inc., the corporation described in and which executed the foregoing instrument; that he knows the corporate seal of the said Corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Corporation, and that he signed his name thereto as Vice President of said

State of Pennsylvania
County of Delaware

_____ - Notary Public

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
ROSLYN H. JAFFE, Notary Public
Radnor Twp., Delaware County
My Commission Expires June 23, 2012

(Seal)

CERTIFICATE

I, the undersigned Secretary of First Sealord Surety, Inc. do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this Certificate and I do further certify that the Officer who executed the said Power of Attorney was one of the Officers authorized by the Board of Directors to appoint an Attorney-in-Fact as provided in Section 12-1 of the By-Laws of First Sealord Surety, Inc. This Certificate may be signed and sealed by facsimile under and by authority of the following provisions of the By-Laws of First Sealord Surety, Inc.:

"Section 12-2. The use of a printed facsimile of the corporate seal of the Corporation and of the signature of the Secretary or an Assistant Secretary on any certification of the correctness of a copy of an instrument executed by an authorized person pursuant to Article XII, Section 12-1 of the By-Laws appointing and authorizing an Attorney-in-Fact to sign in the name and on behalf of the Corporation surety bonds, underwriting undertakings, or other instruments described in said Section 12-1, with like effect as if such seal and such signature had been manually affixed and made."

In Witness Whereof, I have hereunto set my hand and affixed the corporate seal of the Corporation to these presents

this 17th day of MAY, 20 11.

This power of attorney is void unless the Bond number is inserted in this paragraph (insert Bond # here 11-140073-PP), the bond number is the same number as on the original bond, and the bond number has been inserted by an officer or employee of the Company, or by the agent.

(seal) _____

Gary L. Bragg, Secretary

UNAUTHORIZED COPY

FIRST SEALORD SURETY, INC.

Important Notice

TO OBTAIN INFORMATION ABOUT THIS BOND OR TO MAKE A COMPLAINT:

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

800-252-3439

You may write the Texas Department of Insurance at:
P. O. Box 149104
Austin, TX 78714-9104

Your notice of claim against the attached bond may be given to the Surety Company that issued the bond by sending it to the following address:

First Sealord Surety, Inc.
789 East Lancaster Avenue, Suite 200
P.O. Box 900
Villanova, PA 19085

You may contact the claim office by telephone at:

610-664-2324

Premium or Claim Disputes

If you have a dispute concerning a premium, you should contact the agent first. If you have a dispute concerning a claim, you should contact the company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

This notice is for information purposes only and does not become a part of or a condition of the attached document. It is given to comply with Section 2253.048, Government Code, and Section 53.202, Property Code, Effective September 1, 2001



FIRST SEALORD SURETY, INC.
Principal Office
789 E. Lancaster Avenue
Villanova, PA 19085
610.664.2324

PERFORMANCE BOND

Bond No. **11-04003-PP**

KNOW ALL MEN BY THESE PRESENTS that we, **Asago, LLC dba Asago Construction**

as Principal (hereinafter called Contractor), and FIRST SEALORD SURETY, INC., a corporation duly organized under the laws of the Commonwealth of Pennsylvania, as Surety (hereinafter called Surety), are held and firmly bound unto **Hidalgo County**

as Obligee (hereinafter called Owner), in the amount of **Two Hundred Ninety Nine Thousand and no/100*** ** Dollars ($**299,000.00**)

for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated **May 17th, 2011** (dated no later than this bond), entered into a contract with Owner for **Road and Drainage Construction for La Suena Subdivision (CSJ: 3C1080397) Project No. C-CAP-10-379-05-17**,

the total contract amount being **$299,000.00** and in accordance with drawings and specifications prepared by **Javier Hinojosa Engineering**,

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Surety hereby waives notice of any alteration or extension of time made by Owner.
Whenever Contractor shall be, and declared by Owner to be in default and terminated under the Contract, Owner having performed Owner's obligations thereunder, Surety may promptly remedy the default, or shall promptly:

1. Complete the Contract in accordance with its terms and conditions, or

2. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions and upon determination by Surety of the lowest responsible bidder, or, if Owner elects, upon determination by Owner and Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as Work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

No right of action shall accrue on this bond to or for the use of any person or corporation other than Owner named herein or the heirs, executors, administrators or successors of Owner.

Signed, sealed and dated this 17th day of May, 20 11.

	Asago LLC dba Asago Construction
	PRINCIPAL (Seal)
	By:
(Witness)	**Raul Iglesias** (Title)
	FIRST SEALORD SURETY, INC.
	By:
Debbie Valdez (Witness)	**Andy Alvarez** (Attorney-in-Fact)

EXHIBIT "C"
Insurance Requirements

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

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

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

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

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

Insurance Requirement Acknowledgment

I, Raul Iglesias, authorized representative for Asago Construction,
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

12/15/10
Date

Notice to Bidder:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

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

THIS FORM MUST ACCOMPANY BID PACKET

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/18/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. 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).

PRODUCER	Valley Insurance Provider PO Drawer 3783 McAllen TX 78502	CONTACT NAME:	Ron Dunagan
		PHONE (A/C, No, Ext):	(956) 787-8536
		FAX (A/C, No):	(956) 787-7232
		E-MAIL ADDRESS:	rdunagan@vip-ins.net
		PRODUCER CUSTOMER ID #:	2509
		INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED	Asago, LLC Asago Construction 2113 Pecos Mission TX 78572-0000	INSURER A:	FIRST MERCURY INSURANCE COMPANY
		INSURER B:	AMERICAN FIRST INSURANCE COMPANY
		INSURER C:	ROCKHILL INSURANCE COMPANY
		INSURER D:	Essex Insurance Company
		INSURER E:	Texas Mutual Fund Insuran
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER: 001** **REVISION NUMBER: 001**

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY	X		FMTX008381	12/17/2010	12/17/2011	EACH OCCURRENCE	$ 1,000,000
	[X] COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 50,000
	[ ] CLAIMS-MADE [X] OCCUR						MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$ 2,000,000
	[X] POLICY [ ] PRO-JECT [ ] LOC							$
B	AUTOMOBILE LIABILITY			BA4981240	11/22/2010	11/22/2011	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	[ ] ANY AUTO						BODILY INJURY (Per person)	$
	[ ] ALL OWNED AUTOS						BODILY INJURY (Per accident)	$
	[X] SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	$
	[ ] HIRED AUTOS							$
	[ ] NON-OWNED AUTOS							$
C	[ ] UMBRELLA LIAB [X] OCCUR			RXSLRU000560-00	12/17/2010	12/17/2011	EACH OCCURRENCE	$ 1,000,000
	[X] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$ 1,000,000
	[ ] DEDUCTIBLE							$
	[ ] RETENTION $							$
E	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			TSF0001134832	08/13/2010	08/13/2011	[X] WC STATU-TORY LIMITS [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [ ]	N/A					E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
D	Contractors Equipment			IMD21800	12/17/2010	12/17/2011	TIV:$307,219 Theft Ded:$5,000	DED:2,500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
CERTIFICATE HOLDER IS ADDITIONAL INSURED IN FAVOR OF THE GENERAL LIABLITY AND AUTO POLICIES ONLY
Project: La Suena Subdivision (CSJ: 3C1080397)
Project No. C-CAP-10-379-02-22

CERTIFICATE HOLDER

HIDALGO COUNTY
2812 S. Highway Bus. 281
EDINBURG TX 78539-

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

AI 002168

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SUMMARY OF INSURANCE: VEHICLE INFORMATION

DATE 06/02/2011

PRODUCER	APPLICANT NAME AND MAILING ADDRESS	CLIENT ID
Valley Insurance Provider PO Drawer 3783 McAllen TX 78502 (956) 787-8536	Asago, LLC Asago Construction 2113 Pecos Mission TX 78572-0000 (956)607-0741	2509
	POLICY BA4981240	11/22/2010 to 11/22/2011

YEAR	MAKE AND MODEL		VEHICLE IDENTIFICATION NUMBER	CLASS	ACTUAL CASH VALUE
2002	DODGE	RAM	1D7HA16K12J220250		
1996	DODGE	1500	3B7HF13Y0TG117344		
1994	FORD	F350	1FTJW35F9REA44967		
2008	NISSAN	TITAN	1N6BA07D88N327160		
2005	FORD F750	F750	3FRXF75A85V215442		
2006	FORD F250	F250	1FTNF20506EC55865		
2004	MACK	CX600	1M1AE06Y94N018752		
2004	MACK	CX600	1M1AE06Y94N018752		

THIS DOCUMENT OUTLINES THE GENERAL COVERAGES PRESENTED AND IN NO WAY CHANGES OR AFFECTS THE INSURANCE UNDER ANY POLICY ACTUALLY ISSUED. ALL PROTECTION IS SUBJECT TO ACTUAL POLICY CONDITIONS AND EXCLUSIONS.

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, Raul Iglesias, 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

12/15/10
Date

Asago Construction
Company

2113 Pecos St.
Address

Mission, TX 78572.
City, State, Zip

ACORD

CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER

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

INSURERS AFFORDING COVERAGE

INSURED

INSURER A:

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR OWNER'S & CONT. PROT OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED (Any one person)	$
					PERS & ADV INJURY	$
					AL AGGREGATE	$
					DUCTS – COMP/OP GG	$
B	**AUTOMOBILE LIABILITY** ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS _____				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ANY AUTO				AUTO ONLY-EA ACCIDENT	$
					OTHER THAN AUTO ONLY EA ACC	$
					AGG	$
C	**EXCESS LIABILITY** OCCUR ☐ CL DEDUCTIBLE RETENTION $				EACH OCCURENCE	$
					AGGREGATE	$
						$
						$
						$
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**				WC STATU- ☐ OTHER TORY LIMITS	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
	OTHER					

SAMPLE

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 **2812 S Highway Bus. 281** **Edinburg, Texas 78539**	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL ***30*** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

GENERAL CONDITIONS OF THE AGREEMENT

1. GENERAL

It is the intent of these instructions, plans and specifications to provide guidance for the construction of this project.

2. REGULATIONS AND DISCREPANCIES

All applicable laws, ordinances, policy, rules, regulations and other directives of all authorities having jurisdiction over the projects shall apply to the contract throughout and will be deemed to be included in the contract the same as those written out in full. Discrepancies between regulations or conflicting parts of the Specifications shall be brought to the attention of an clarified by the Engineer before proceeding with any work. Proceeding with affected work without instructions from the Engineer can result in the Contractor being responsible for taking the necessary steps to insure the work conforms to the governing regulation.

3. ENGINEER

Whenever the work "ENGINEER" is used in this contract with reference to the preparation of plans, specifications, and contract documents, it shall be understood as referring to the firm **Javier Hinojosa Engineering**.

4. INTERPRETATION OF PHRASES

Whenever the words "Directed", "Required", "Permitted", "Designated", "Considered Necessary", "Prescribed", or words of like importance are used, it shall be understood that the direction, requirements, permission, order, designation or prescription, of the ENGINEER is intended and similarly, the words "Approval", "Acceptable", "Satisfactory", or words of like importance shall mean approved by or acceptable of satisfactory to the ENGINEER. The preceeding to the contrary notwithstanding, Engineer's approval or acceptance of the work shall by advisory to OWNER, and shall not bind the OWNER to accept or approve the same.

Whenever, in the specifications or drawings accompanying this agreement, the terms or description of various qualities relative to finish, workmanship, or other qualities of similar kind which cannot,, from their nature, be specifically and clearly described and specified, but are necessarily described in general terms, then, in all such cases, any question of the fulfillment of said specifications shall be decided by the ENGINEER, and said work shall be done in accordance with his interpretations of the meaning of the words, terms, or clauses defining the character of the work.

Title 29 - LABOR

Subtitle A - Office of the Secretary of Labor

PART 3 - CONTRACTORS AND SUBCONTRACTORS ON PUBLIC BUILDING OR PUBLIC WORK FINANCED IN WHOLE OR IN PART BY LOANS OR GRANTS FROM THE UNITED STATES

Sec.

3.1 Purpose and scope
3.2 Definitions
3.3 Weekly statement with respect to payment of wages
3.4 Submission of weekly statements and the preservation and inspection of weekly payroll records.
3.5 Payroll deductions permissible without application to or approval of the Secretary of Labor.
3.6 Payroll deductions permissible with the approval of the Secretary of Labor.
3.7 Applications for the approval of the Secretary of Labor
3.8 Action by the Secretary of Labor upon applications.
3.9 Prohibited payroll deductions.
3.10 Methods of payment of wages.
3.11 Regulations part of contract.

AUTHORITY: The provisions of this Part 3 issued under R.S. 16 1, sec. 2, 48 Stat. §48; Reorg. Plan No. 14 of 1950, 64 Stat. 1267, 5 U.S.C. Appendix; 5 U.S.C. 301; 40 U.S.C. 276c.

SOURCE: The provisions of this Part 3 appear at 29 F.R. 97, Jan. 4, 1964, unless otherwise noted.

Section 3.1 Purpose and Scope.

This part prescribes "anti-kickback" regulations under section 2 of the Act of June 13, 1934, as amended (40 U.S.C. 276c), popularly known as the Copeland Act. This part applies to any contract which is subject to Federal wage standards and which is for the construction, prosecution, completion, or repair of public buildings, public works or buildings or works financed in whole or in part by loans or grants from the United States. The part is intended to aid in the enforcement of the minimum wage provisions of the Davis-Bacon Act and the various statutes dealing with Federally assisted construction that contain similar minimum wage provisions, including those provisions which are not subject to Reorganization Plan No. 14 (e.g., the College Housing Act of 1950, the Federal Water Pollution Control Act, and the Housing Act of 1959), and in the enforcement of the overtime provisions of the Contract Work Hours Standards Act whenever they are applicable to construction work. The part details the obligation of contractors and subcontractors relative to the weekly submission of statements regarding the wages paid on work covered thereby; sets forth the circumstances and procedures governing the making of payroll deductions from the wages of those employed on such work; and delineates the methods of payment permissible on such work.

Section 3.2 Definitions.

As used in the regulations in this part:

(a) The terms "building" or "work" generally include construction activity as distinguished from manufacturing, furnishing of materials, or servicing and maintenance work. The terms include, without limitation, buildings, structures, and improvements of all @s, such as bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, powerlines, pumping stations, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, and canals; dredging, shoring, scaffolding, drilling, blasting, excavating, clearing, and landscaping. Unless conducted in connection with and at the site of such a building or work as is described in the foregoing sentence, the manufacture or furnishing of materials, articles, supplies, or equipment (whether or not a Federal or State agency acquires title to such materials,

articles, supplies, or equipment during the course of the manufacture or furnishing, or owns the materials from which they are manufactured or furnished) is not a "building" or "work" within the meaning of the regulations in this part.

(b) The terms construction," 4; prosecution," @'completion," or repair" mean all types of work done on a particular building or work at the site thereof, including, without limitation, altering, remodeling, painting and decorating, the transporting of materials and supplies to or from the building or work by the employees of the construction contractor or construction subcontractor, and the manufacturing or furnishing of materials, articles, supplies, or equipment on the site of the building or work, by persons employed at the site by the contractor or subcontractor.

(c) The terms "public building" or "public work" include building or work for whose construction, prosecution, completion, or repair, as defined above, a Federal agency is a contracting party, regardless of whether title thereof is in a Federal agency.

(d) The term "building or work financed in whole or in part by loans or grants from the Unites States" includes building or work for whose construction, prosecution, completion, or repair, as defined above, payment or part payment is made directive or indirectly from funds provided by loans or grants by a Federal agency. The term includes building or work for which the Federal assistance granted is in the form of loan guarantees or insurance.

(e) Every person paid by a contractor or subcontractor in any manner for his labor in the construction, prosecution, completion, or repair of a public building or public work or building or work financed in whole or in part by loans or grants from the United States is "employed" and receiving 44 wages," regardless of any contractual relationship alleged to exist between him and the real employer.

(f) The term "any affiliated person" includes a spouse, child, parent, or other close relative of the contractor or subcontractor; a partner or officer of the contractor or subcontractor; a corporation closely connected with the contractor or subcontractor as parent, subsidiary or otherwise, and an officer or agent of such corporation.

(g) The term "Federal agency" means the United States, the District of Columbia, and all executive departments, independent establishments, administrative agencies, and instrumentality's of the United States and of the District of Columbia, including corporations. all or substantially all of the stock of which is beneficially owned by the United States, by the District of Columbia, or any of the foregoing departments, establishments, agencies, and instrumentality's.

(29 FR 97, Jan. 4, 1964, as amended at 33 FR 32575, Nov. 27, 1973)

Section 3.3 Weekly statement with respect to payment of wages.

(a) As used in this section, the term "employee" shall not apply to persons in classifications higher than that of laborer or mechanic and those who are the immediate supervisors of such employees.

(b) Each contractor or subcontractor engaged in the construction, prosecution, completion, or repair of any public building or public work, or building or work financed in whole or in part by loans or grants from the United States, shall furnish each week a statement with respect to the wages paid each of its employees engaged on work covered by 29 CFR Parts 3 and 5 during the preceding weekly payroll period. This statement shall be executed by the contractor or subcontractor or by an authorized officer of employee of the contractor or subcontractor who supervises the payment of wages, and shall be on form @ 348, "Statement of Compliance," or on an identical form on the back of @ 347, "Payroll (For Contractors Optional Use)" or on any form with identical wording. Sample copies of @ 347 and @ 348 may be obtained from the Government contracting or sponsoring agency, and copies of these forms may be purchased at the Government Printing Office.

(c) The requirements of this section shall not apply to any contract of $2,000 or less.

(d) Upon a written finding by the head of a Federal agency, the Secretary of Labor may provide reasonable limitations, variations, tolerances, and exemptions from the requirements of this section subject to such conditions as the Secretary of Labor may specify.

(29 F.R. 95, Jan. 4, 19(A, as ==tied at 33 F.R. 10186, July 17,1968)

Copeland Act Regulations

Section 3.4 Submission of weekly statements and the preservation and inspection of weekly payroll records.

(a) Each weekly statement required under §3.3 shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work, or if there is no representative of a Federal or State agency at the site of the building or work, the statement shall be mailed by the contractor or

subcontractor, within such time, to a Federal or State agency contracting for or financing the building or work. After such examination and check as may be made, such statement, or a copy thereof, shall be kept available, or shall be transmitted together with a report of any violation, in accordance with applicable procedures prescribed by the United States Department of Labor.

(b) Each contractor or subcontractor shall preserve his weekly payroll records for a period of three years from date of completion of the contract. The payroll records shall set out accurately and completely the name and address of each taborer and mechanic, his correct classification, rate of pay, daily and weekly number of hours worked, deductions made, and actual wages paid. Such payroll records shall be made available at all times for inspection by the contracting officer or his authorized representative, and by authorized representatives of the Department of Labor.

Section 3.5 Payroll deductions permissible without application to or approval of the Secretary of Labor.

Deductions made under the circumstances or in the situations described in the paragraphs of this section may be made without application to and approval of the Secretary of Labor:

(a) Any deduction made in compliance with the requirements of Federal, State, or local law, such as Federal or State withholding income taxes and Federal social security taxes.

(b) Any deduction of sums previously paid to the employee as a bona fide prepayment of wages when such prepayment is made without discount or interest. A "bona fide prepayment of wages" is considered to have been made only when cash or its equivalent has been advanced to the person employed in such manner as to give him complete freedom of disposition of the advanced funds.

(c) Any deduction of amounts required by court process to be paid to another, unless, the deduction is in favor of the contractor, subcontractor or any affiliated person, or when collusion or collaboration exists.

(d) Any deduction constituting a contribution on behalf of the person employed to funds established by the employer or representatives of employees, or both, for the purpose of providing either from principal or income, or both, medical or hospital care, pensions, or annuities on retirement, death benefits, compensation for injuries, illness, accidents, sickness,

(k) Any deduction for the cost of safety equipment of nominal value purchased by the

or disability, or for insurance to provide any of the foregoing, or unemployment benefits, vacation pay, savings accounts, or similar payments for the benefit of employees, their families and dependents: Provided, however, That the following standards are met: (1) The deduction is not otherwise prohibited by law; (2) it is either: (i) Voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of or for the continuation of employment, or (ii) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees; (3) no profit or other benefit is otherwise obtained, directly or indirectly, by the contractor or subcontractor or any affiliated person in the form of commission, dividend, or otherwise; and (4) the deductions shall serve the convenience and interest of the employee. (e) Any deduction contributing toward the purchase of United States Defense Stamps and Bonds when voluntarily authorized by the employee.

(f) Any deduction requested by the employee to enable him to repay loans to or to purchase shares in credit unions organized and operated in accordance with Federal and State credit union statutes.

(g) Any deduction voluntarily authorized by the employee for the making of contributions to

governmental or quasi-governmental agencies, such as the American Red Cross.

(h) Any deduction voluntarily authorized by the employee for the making of contributions to Community Chests, United Givers Funds, and similar charitable organizations.

(i) Any deductions to pay regular union initiation fees and membership dues, not including fines or special assessments: Provided, however, That a collective bargaining agreement between the contractor or subcontractor and representatives of its employees provides for such deductions and the deductions are not otherwise prohibited by law.

0) Any deduction not more than for the "reasonable cost" of board, lodging, or other facilities meeting the requirements of section 3(m) of the Fair Labor Standards Act of 1938, as amended, and Part 531 of this title. When such a deduction is made the additional records required under §516.27(a) of this title shall be kept.

employee as his own prope@ for his personal protection in his work, such as safety shoes, safety

glasses, safety gloves, and hard hats, if such equipment is not required by law to be furnish by the employer, if such deduction is not violative of the Fair Labor Standards Act or prohibited by other law, if the cost on which the deduction is based does not exceed the actual cost to the employer where the equipment is purchased from him and does not include any direct or indirect monetary return to the employer where the equipment is purchased from a third person, and if the deduction is either (1) voluntarily consented to be the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of employment or its continuance; or (2) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees.
(36 F.R. 9770, May 28,1971.)

Section 3.6 Payroll deductions permissible with the approval of the Secretary of Labor.

Any contractor or subcontractor may apply to the Secretary of Labor for permission to make any

deduction not permitted under §3.5. The Secretary may grant permission whenever he finds that:

(a) The contractor, subcontractor, or any affiliated person does not make a profit or benefit

directly or indirectly from the deduction either in the form of a commission, dividend, or otherwise;

(b) The deduction is not otherwise prohibited by law;

(c) The deduction is either (1) voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of employment or its continuance, or (2) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees; and

(d) The deduction serves the convenience and interest of the employee.

Section 3.7 Applications for the approval of the Secretary of Labor.

Any application for the making of payroll deductions under §3.6 shall comply with the requirements prescribed in the following paragraphs of this section:

(a) The application shall be in writing and shall be addressed to the Secretary of Labor.

(b) The application need not identify the contract or contracts under which the work in question is to be performed. Permission will be given for deductions on all current and future contracts of the applicant for a period of I year. A renewal of permission to make such payroll deduction will be granted upon the submission of an application which makes reference to the original application, recites the date of the Secretary of Labor's approval of such deductions, states affirmatively that there is continued compliance with the standards set forth in the provisions of §3.6, and specifies any conditions which have changed in regard to the payroll deductions.
(36 F.IL 9770, May 29, 1971.)

(c) The application shall state affirmatively that there is compliance with the standards set forth in the provisions of §3.6. The affirmation shall be accompanied by a full statement of the facts indicating such compliance.

(d) The application shall include a description of the proposed deduction, the purpose to be served there by, and the classes of laborers or mechanics from whose wages the proposed deduction would be made.

(e) The application shall state the name and business of any third person to whom any funds obtained from the proposed deductions are to be transmitted and the affiliation of such person, if any, with the applicant. -

Section 3.8 Action by the Secretary of Labor upon applications.

The Secretary of Labor shall decide whether or not the requested deduction is permissible under provisions of §3.6; and shall notify the applicant in writing of his decision.

Section 3.9 Prohibited payroll deductions.

Deductions not elsewhere provided for by this part and which are not found to be permissible under §3.6 are prohibited.

Section 3.10 Methods of payment of wages.

The payment of wages shall be by cash, negotiable instruments pkvable on demand, or the additional forms of compensation for which deductions are permissible under this part. No other methods of payment shall be recognized on work subject to the Copeland Act.

Section 3.11 Regulations part of contact.

All contracts made with respect to the construction, prosecution, completion, or repair of any public building or public work or building or work financed in whole or in part by loans or grants from the United States covered by the regulations in this part shall expressly bind the contractor or subcontractor to comply with such of the regulations in this part as may be applicable. In this regard, see §5.5(a) of this subtitle.

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly By

PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE
a practice division of the
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

AMERICAN CONSULTING ENGINEERS COUNCIL

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This document has been approved and endorsed by

The Associated General Contractors of America

Construction Specifications Institute

EJCDC No. 1910-8 (1996 Edition)

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GENERAL CONDITIONS

ARTICLE 1 - DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

A. Wherever used in the Contract Documents and printed with initial or all capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof.

1. *Addenda*–Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the Contract Documents.

2. *Agreement*–The written instrument which is evidence of the agreement between OWNER and CONTRACTOR covering the Work.

3. *Application for Payment*–The form acceptable to ENGINEER which is to be used by CONTRACTOR during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

4. *Asbestos*–Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

5. *Bid*–The offer or proposal of a bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

6. *Bidding Documents*–The Bidding Requirements and the proposed Contract Documents (including all Addenda issued prior to receipt of Bids).

7. *Bidding Requirements*–The Advertisement or Invitation to Bid, Instructions to Bidders, Bid security form, if any, and the Bid form with any supplements.

8. *Bonds*–Performance and payment bonds and other instruments of security.

9. *Change Order*–A document recommended by ENGINEER which is signed by CONTRACTOR and OWNER and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.

10. *Claim*–A demand or assertion by OWNER or CONTRACTOR seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.

11. *Contract*–The entire and integrated written agreement between the OWNER and CONTRACTOR concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

12. *Contract Documents*–The Contract Documents establish the rights and obligations of the parties and include the Agreement, Addenda (which pertain to the Contract Documents), CONTRACTOR's Bid (including documentation accompanying the Bid and any post Bid documentation submitted prior to the Notice of Award) when attached as an exhibit to the Agreement, the Notice to Proceed, the Bonds, these General Conditions, the Supplementary Conditions, the Specifications and the Drawings as the same are more specifically identified in the Agreement, together with all Written Amendments, Change Orders, Work Change Directives, Field Orders, and ENGINEER's written interpretations and clarifications issued on or after the Effective Date of the Agreement. Approved Shop Drawings and the reports and drawings of subsurface and physical conditions are not Contract Documents. Only printed or hard copies of the items listed in this paragraph are Contract Documents. Files in electronic media format of text, data, graphics, and the like that may be furnished by OWNER to CONTRACTOR are not Contract Documents.

13. *Contract Price*–The moneys payable by OWNER to CONTRACTOR for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of paragraph 11.03 in the case of Unit Price Work).

14. *Contract Times*–The number of days or the dates stated in the Agreement to: (i) achieve Substantial Completion; and (ii) complete the Work so that it is ready for final payment as evidenced by ENGINEER's written recommendation of final payment.

15. *CONTRACTOR*–The individual or entity with whom OWNER has entered into the Agreement.

16. *Cost of the Work*–See paragraph 11.01.A for definition.

17. *Drawings*–That part of the Contract Documents prepared or approved by ENGINEER which graphically shows the scope, extent, and character of the Work to be performed by CONTRACTOR. Shop Drawings and other CONTRACTOR submittals are not Drawings as so defined.

18. *Effective Date of the Agreement*–The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

19. *ENGINEER*–The individual or entity named as such in the Agreement.

20. *ENGINEER's Consultant*–An individual or entity having a contract with ENGINEER to furnish services as ENGINEER's independent professional associate or consultant with respect to the Project and who is identified as such in the Supplementary Conditions.

21. *Field Order*–A written order issued by ENGINEER which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.

22. *General Requirements*–Sections of Division 1 of the Specifications. The General Requirements pertain to all sections of the Specifications.

23. *Hazardous Environmental Condition*–The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto in connection with the Work.

24. *Hazardous Waste*–The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

25. *Laws and Regulations; Laws or Regulations*–Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

26. *Liens*–Charges, security interests, or encumbrances upon Project funds, real property, or personal property.

27. *Milestone*–A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

28. *Notice of Award*–The written notice by OWNER to the apparent successful bidder stating that upon timely compliance by the apparent successful bidder with the conditions precedent listed therein, OWNER will sign and deliver the Agreement.

29. *Notice to Proceed*–A written notice given by OWNER to CONTRACTOR fixing the date on which the Contract Times will commence to run and on which CONTRACTOR shall start to perform the Work under the Contract Documents.

30. *OWNER*–The individual, entity, public body, or authority with whom CONTRACTOR has entered into the Agreement and for whom the Work is to be performed.

31. *Partial Utilization*–Use by OWNER of a substantially completed part of the Work for the purpose for which it is intended (or a related purpose) prior to Substantial Completion of all the Work.

32. *PCBs*–Polychlorinated biphenyls.

33. *Petroleum*–Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.

34. *Project*–The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part as may be indicated elsewhere in the Contract Documents.

35. *Project Manual*–The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.

36. *Radioactive Material*–Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

37. *Resident Project Representative*–The authorized representative of ENGINEER who may be assigned to the Site or any part thereof.

38. *Samples*–Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

39. *Shop Drawings*–All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for CONTRACTOR and submitted by CONTRACTOR to illustrate some portion of the Work.

40. *Site*–Lands or areas indicated in the Contract Documents as being furnished by OWNER upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by OWNER which are designated for the use of CONTRACTOR.

41. *Specifications*–That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.

42. *Subcontractor*–An individual or entity having a direct contract with CONTRACTOR or with any other Subcontractor for the performance of a part of the Work at the Site.

43. *Substantial Completion*–The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of ENGINEER, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

44. *Supplementary Conditions*–That part of the Contract Documents which amends or supplements these General Conditions.

45. *Supplier*–A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with CONTRACTOR or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by CONTRACTOR or any Subcontractor.

46. *Underground Facilities*–All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

47. *Unit Price Work*–Work to be paid for on the basis of unit prices.

48. *Work*–The entire completed construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

49. *Work Change Directive*–A written statement to CONTRACTOR issued on or after the Effective Date of the Agreement and signed by OWNER and recommended by ENGINEER ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

50. *Written Amendment*–A written statement modifying the Contract Documents, signed by OWNER and CONTRACTOR on or after the Effective Date of the Agreement and normally dealing with the nonengineering or nontechnical rather than strictly construction-related aspects of the Contract Documents.

1.02 *Terminology*

A. *Intent of Certain Terms or Adjectives*

1. Whenever in the Contract Documents the terms "as allowed," "as approved," or terms of like effect or import are used, or the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory," or adjectives of like effect or import are used to describe an action or determination of ENGINEER as to the Work, it is intended that such action or determination will be solely to evaluate, in general, the completed Work for compliance with the requirements of and information in the Contract Documents and conformance with the design concept of the completed Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective shall not be effective to assign to ENGINEER any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of paragraph 9.10 or any other provision of the Contract Documents.

B. *Day*

1. The word "day" shall constitute a calendar day of 24 hours measured from midnight to the next midnight.

C. *Defective*

1. The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it does not conform to the Contract Documents or does not meet the requirements of any inspection, reference standard, test, or approval referred to in the Contract Documents, or has been damaged prior to ENGINEER's recommendation of final payment (unless responsibility for the protection thereof has been assumed by OWNER at Substantial Completion in accordance with paragraph 14.04 or 14.05).

D. *Furnish, Install, Perform, Provide*

1. The word "furnish," when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

2. The word "install," when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words "perform" or "provide," when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.

4. When "furnish," "install," "perform," or "provide" is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of CONTRACTOR, "provide" is implied.

E. Unless stated otherwise in the Contract Documents, words or phrases which have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 - PRELIMINARY MATTERS

2.01 *Delivery of Bonds*

A. When CONTRACTOR delivers the executed Agreements to OWNER, CONTRACTOR shall also deliver to OWNER such Bonds as CONTRACTOR may be required to furnish.

2.02* *Copies of Documents*

A. OWNER shall furnish to CONTRACTOR up to ten copies of the Contract Documents. Additional copies will be furnished upon request at the cost of reproduction.

2.03 *Commencement of Contract Times; Notice to Proceed*

A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Agreement. In no event will the Contract Times com-

mence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Agreement, whichever date is earlier.

2.04 *Starting the Work*

A. CONTRACTOR shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to the date on which the Contract Times commence to run.

*See Supplementary Conditions

2.05* *Before Starting Construction*

A. *CONTRACTOR's Review of Contract Documents:* Before undertaking each part of the Work, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. CONTRACTOR shall promptly report in writing to ENGINEER any conflict, error, ambiguity, or discrepancy which CONTRACTOR may discover and shall obtain a written interpretation or clarification from ENGINEER before proceeding with any Work affected thereby; however, CONTRACTOR shall not be liable to OWNER or ENGINEER for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless CONTRACTOR knew or reasonably should have known thereof.

B. *Preliminary Schedules:* Within ten days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), CONTRACTOR shall submit to ENGINEER for its timely review:

1. a preliminary progress schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;

2. a preliminary schedule of Shop Drawing and Sample submittals which will list each required submittal and the times for submitting, reviewing, and processing such submittal; and

3. a preliminary schedule of values for all of the Work which includes quantities and prices of
items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

* C. *Evidence of Insurance:* Before any Work at the Site is started, CONTRACTOR and OWNER shall each deliver to the other, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which CONTRACTOR and OWNER respectively are required to purchase and maintain in accordance with Article 5.

2.06 *Preconstruction Conference*

A. Within 20 days after the Contract Times start to run, but before any Work at the Site is started, a conference attended by CONTRACTOR, ENGINEER, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in paragraph 2.05.B, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.

2.07 *Initial Acceptance of Schedules*

A. Unless otherwise provided in the Contract Documents, at least ten days before submission of the first Application for Payment a conference attended by CONTRACTOR, ENGINEER, and others as appropriate will be held to review for acceptability to ENGINEER as provided below the schedules submitted in accordance with paragraph 2.05.B. CONTRACTOR shall have an additional ten days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to CONTRACTOR until acceptable schedules are submitted to ENGINEER.

1. The progress schedule will be acceptable to ENGINEER if it provides an orderly progression of the Work to completion within any specified Milestones and the Contract Times. Such acceptance will not impose on ENGINEER responsibility for the progress schedule, for sequencing, scheduling, or progress of the Work nor interfere with or relieve CONTRACTOR from CONTRACTOR's full responsibility therefor.

2. CONTRACTOR's schedule of Shop Drawing and Sample submittals will be acceptable to ENGINEER if it provides a workable arrangement for reviewing and processing the required submittals.

3. CONTRACTOR's schedule of values will be acceptable to ENGINEER as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work.

*See Supplementary Conditions

ARTICLE 3 - CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01* *Intent*

A. The Contract Documents are complementary; what is called for by one is as binding as if called for by all.

B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result will be provided whether or not specifically called for at no additional cost to OWNER.

C. Clarifications and interpretations of the Contract Documents shall be issued by ENGINEER as provided in Article 9.

3.02 *Reference Standards*

A. *Standards, Specifications, Codes, Laws, and Regulations*

1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard, specification, manual or code, or any instruction of a Supplier shall be effective to change the duties or responsibilities of OWNER, CONTRACTOR, or ENGINEER, or any of their subcontractors, consultants, agents, or employees from those set forth in the Contract Documents, nor shall any such provision or instruction be effective to assign to OWNER, ENGINEER, or any of ENGINEER's Consultants, agents, or employees any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies*

1. If, during the performance of the Work, CONTRACTOR discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents or between the Contract Documents and any provision of any Law or Regulation applicable to the performance of the Work or of any standard, specification, manual or code, or of any instruction of any Supplier, CONTRACTOR shall report it to ENGINEER in writing at once. CONTRACTOR shall not proceed with the Work affected thereby (except in an emergency as required by paragraph 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in paragraph 3.04; provided, however, that CONTRACTOR shall not be liable to OWNER or ENGINEER for failure to report any such conflict, error, ambiguity, or discrepancy unless CONTRACTOR knew or reasonably should have known thereof.

B. *Resolving Discrepancies*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:

a. the provisions of any standard, specification, manual, code, or instruction (whether or not specifically incorporated by reference in the Contract Documents); or

b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Amending and Supplementing Contract Documents*

A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof in one or

*See Supplementary Conditions

B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways: (i) a Field Order; (ii) ENGINEER's approval of a Shop Drawing or Sample; or (iii) ENGINEER's written interpretation or clarification.

3.05 *Reuse of Documents*

A. CONTRACTOR and any Subcontractor or Supplier or other individual or entity performing or furnishing any of the Work under a direct or indirect contract with OWNER: (i) shall not have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of ENGINEER or ENGINEER's Consultant, including electronic media editions; and (ii) shall not reuse any of such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of OWNER and ENGINEER and specific written verification or adaption by ENGINEER. This prohibition will survive final payment, completion, and acceptance of the Work, or termination or completion of the Contract. Nothing herein shall preclude CONTRACTOR from retaining copies of the Contract Documents for record purposes.

ARTICLE 4 - AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; REFERENCE POINTS

4.01 *Availability of Lands*

A. OWNER shall furnish the Site. OWNER shall notify CONTRACTOR of any encumbrances or restrictions not of general application but specifically related to use of the Site with which CONTRACTOR must comply in performing the Work. OWNER will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If CONTRACTOR and OWNER are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of any delay in OWNER's furnishing the Site, CONTRACTOR may make a Claim therefor as provided in paragraph 10.05.

B. Upon reasonable written request, OWNER shall furnish CONTRACTOR with a current statement of record legal title and legal description of the lands upon which the Work is to be performed and OWNER's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.

C. CONTRACTOR shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.02* *Subsurface and Physical Conditions*

A.* *Reports and Drawings:* The Supplementary Conditions identify:

1. those reports of explorations and tests of subsurface conditions at or contiguous to the Site that ENGINEER has used in preparing the Contract Documents; and

2. those drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) that ENGINEER has used in preparing the Contract Documents.

B. *Limited Reliance by CONTRACTOR on Technical Data Authorized:* CONTRACTOR may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," CONTRACTOR may not rely upon or make any Claim against OWNER, ENGINEER, or any of ENGINEER's Consultants with respect to:

1. the completeness of such reports and drawings for CONTRACTOR's purposes, includ-

ing, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR, and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or

3. any CONTRACTOR interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information.

*See Supplementary Conditions

4.03 *Differing Subsurface or Physical Conditions*

A. *Notice:* If CONTRACTOR believes that any subsurface or physical condition at or contiguous to the Site that is uncovered or revealed either:

1. is of such a nature as to establish that any "technical data" on which CONTRACTOR is entitled to rely as provided in paragraph 4.02 is materially inaccurate; or

2. is of such a nature as to require a change in the Contract Documents; or

3. differs materially from that shown or indicated in the Contract Documents; or

4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents; then CONTRACTOR shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by paragraph 6.16.A), notify OWNER and ENGINEER in writing about such condition. CONTRACTOR shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

B. *ENGINEER's Review:* After receipt of written notice as required by paragraph 4.03.A, ENGINEER will promptly review the pertinent condition, determine the necessity of OWNER's obtaining additional exploration or tests with respect thereto, and advise OWNER in writing (with a copy to CONTRACTOR) of ENGINEER's findings and conclusions.

C. *Possible Price and Times Adjustments*

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in CONTRACTOR's cost of, or time required for, performance of the Work; subject, however, to the following:

a. such condition must meet any one or more of the categories described in paragraph 4.03.A; and

b. with respect to Work that is paid for on a Unit Price Basis, any adjustment in Contract Price will be subject to the provisions of paragraphs 9.08 and 11.03.

2. CONTRACTOR shall not be entitled to any adjustment in the Contract Price or Contract Times if:

a. CONTRACTOR knew of the existence of such conditions at the time CONTRACTOR made a final commitment to OWNER in respect of Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or

b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for CONTRACTOR prior to CONTRACTOR's making such final commitment; or

c. CONTRACTOR failed to give the written notice within the time and as required by paragraph 4.03.A.

3. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be

made therefor as provided in paragraph 10.05. However, OWNER, ENGINEER, and ENGINEER's Consultants shall not be liable to CONTRACTOR for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by CONTRACTOR on or in connection with any other project or anticipated project.

4.04 *Underground Facilities*

A. *Shown or Indicated:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to OWNER or ENGINEER by the owners of such Underground Facilities, including OWNER, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

1. OWNER and ENGINEER shall not be responsible for the accuracy or completeness of any such information or data; and

2. the cost of all of the following will be included in the Contract Price, and CONTRACTOR shall have full responsibility for:

a. reviewing and checking all such information and data,

b. locating all Underground Facilities shown or indicated in the Contract Documents,

c. coordination of the Work with the owners of such Underground Facilities, including OWNER, during construction, and

d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

B. *Not Shown or Indicated*

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, CONTRACTOR shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by paragraph 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to OWNER and ENGINEER. ENGINEER will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. During such time, CONTRACTOR shall be responsible for the safety and protection of such Underground Facility.

2. If ENGINEER concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price of Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that CONTRACTOR did not know of and could not reasonably have been expected to be aware of or to have anticipated. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, OWNER or CONTRACTOR may make a Claim therefor as provided in paragraph 10.05.

4.05* *Reference Points*

A. OWNER shall provide engineering surveys to establish reference points for construction which in ENGINEER's judgment are necessary to enable CONTRACTOR to proceed with the Work. CONTRACTOR shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of OWNER. CONTRACTOR shall report to ENGINEER whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.06 *Hazardous Environmental Condition at Site*

A. *Reports and Drawings:* Reference is made to the Supplementary Conditions for the identification of those reports and drawings relating to a Hazardous Environmental Condition identified at the Site, if any, that have been utilized by the ENGINEER in the preparation of the Contract Documents.

B. *Limited Reliance by CONTRACTOR on Technical Data Authorized:* CONTRACTOR may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," CONTRACTOR may not rely upon or make any Claim against OWNER, ENGINEER or any of ENGINEER's Consultants with respect to:

1. the completeness of such reports and drawings for CONTRACTOR's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto; or

*See Supplementary Conditions

2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or

3. any CONTRACTOR interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions or information.

C. CONTRACTOR shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. CONTRACTOR shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by CONTRACTOR, Subcontractors, Suppliers, or anyone else for whom CONTRACTOR is responsible.

D. If CONTRACTOR encounters a Hazardous Environmental Condition or if CONTRACTOR or anyone for whom CONTRACTOR is responsible creates a Hazardous Environmental Condition, CONTRACTOR shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by paragraph 6.16); and (iii) notify OWNER and ENGINEER (and promptly thereafter confirm such notice in writing). OWNER shall promptly consult with ENGINEER concerning the necessity for OWNER to retain a qualified expert to evaluate such condition or take corrective action, if any.

E. CONTRACTOR shall not be required to resume Work in connection with such condition or in any affected area until after OWNER has obtained any required permits related thereto and delivered to CONTRACTOR written notice: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If OWNER and CONTRACTOR cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by CONTRACTOR, either party may make a Claim therefor as provided in paragraph 10.05.

F. If after receipt of such written notice CONTRACTOR does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then OWNER may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If OWNER and CONTRACTOR cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in paragraph 10.05. OWNER may have such deleted portion of the Work performed by OWNER's own forces or others in accordance with Article 7.

G. To the fullest extent permitted by Laws and Regulations, OWNER shall indemnify and hold harmless CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants and the officers, directors, partners, employees, agents, other consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or

Specifications or identified in the Contract Documents to be included within the scope of the Work, and (ii) was not created by CONTRACTOR or by anyone for whom CONTRACTOR is responsible. Nothing in this paragraph 4.06.E shall obligate OWNER to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

H. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees, agents, other consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by CONTRACTOR or by anyone for whom CONTRACTOR is responsible. Nothing in this paragraph 4.06.F shall obligate CONTRACTOR to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

I. The provisions of paragraphs 4.02, 4.03, and 4.04 are not intended to apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

*See Supplementary Conditions

ARTICLE 5 - BONDS AND INSURANCE

5.01* *Performance, Payment, and Other Bonds*

A. CONTRACTOR shall furnish performance and payment Bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all CONTRACTOR's obligations under the Contract Documents. These Bonds shall remain in effect at least until one year after the date when final payment becomes due, except as provided otherwise by Laws or Regulations or by the Contract Documents. CONTRACTOR shall also furnish such other Bonds as are required by the Contract Documents.

B.* All Bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All Bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act.

C. If the surety on any Bond furnished by CONTRACTOR is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of paragraph 5.01.B, CONTRACTOR shall within 20 days thereafter substitute another Bond and surety, both of which shall comply with the requirements of paragraphs 5.01.B and 5.02.

5.02 *Licensed Sureties and Insurers*

A. All Bonds and insurance required by the Contract Documents to be purchased and maintained by OWNER or CONTRACTOR shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue Bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

5.03 *Certificates of Insurance*

A. CONTRACTOR shall deliver to OWNER, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by OWNER or any other additional insured) which CONTRACTOR is required to purchase and maintain. OWNER shall deliver to CONTRACTOR, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by CONTRACTOR or any other additional insured) which OWNER is required to purchase and maintain.

5.04* *CONTRACTOR's Liability Insurance*

A. CONTRACTOR shall purchase and maintain such liability and other insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from CONTRACTOR's performance of the Work and CONTRACTOR's other obligations under the Contract Documents, whether it is to be performed by CONTRACTOR, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to

perform any of the Work, or by anyone for whose acts any of them may be liable:

1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;

2. claims for damages because of bodily injury, occupational sickness or disease, or death of CONTRACTOR's employees;

3. claims for damages because of bodily injury, sickness or disease, or death of any person other than CONTRACTOR's employees;

4. claims for damages insured by reasonably available personal injury liability coverage which are sustained: (i) by any person as a result of an offense directly or indirectly related to the employment of such person by CONTRACTOR, or (ii) by any other person for any other reason;

5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and

6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

B. The policies of insurance so required by this paragraph 5.04 to be purchased and maintained shall:

*See Supplementary Conditions

1. with respect to insurance required by paragraphs 5.04.A.3 through 5.04.A.6 inclusive, include as additional insureds (subject to any customary exclusion in respect of professional liability) OWNER, ENGINEER, ENGINEER's Consultants, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;

2. include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;

3. include completed operations insurance;

4. include contractual liability insurance covering CONTRACTOR's indemnity obligations under paragraphs 6.07, 6.11, and 6.20;

5. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least thirty days prior written notice has been given to OWNER and CONTRACTOR and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the CONTRACTOR pursuant to paragraph 5.03 will so provide);

6. remain in effect at least until final payment and at all times thereafter when CONTRACTOR may be correcting, removing, or replacing defective Work in accordance with paragraph 13.07; and

7. with respect to completed operations insurance, and any insurance coverage written on a claims-made basis, remain in effect for at least two years after final payment (and CONTRACTOR shall furnish OWNER and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to OWNER and any such additional insured of continuation of such insurance at final payment and one year thereafter).

5.05 *OWNER's Liability Insurance*

A.* In addition to the insurance required to be provided by CONTRACTOR under paragraph 5.04, OWNER, at OWNER's option, may purchase and maintain at OWNER's expense OWNER's own liability insurance as will protect OWNER against claims which may arise from operations under the Contract Documents.

5.06* *Property Insurance*

A. Unless otherwise provided in the Supplementary Conditions, OWNER shall purchase and maintain property

insurance upon the Work at the Site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:

1. include the interests of OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as an additional insured;

2. be written on a Builder's Risk "all-risk" or open peril or special causes of loss policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, false work, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage, and such other perils or causes of loss as may be specifically required by the Supplementary Conditions;

3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);

*See Supplementary Conditions

4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by OWNER prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by ENGINEER;

5. allow for partial utilization of the Work by OWNER;

6. include testing and startup; and

7. be maintained in effect until final payment is made unless otherwise agreed to in writing by OWNER, CONTRACTOR, and ENGINEER with 30 days written notice to each other additional insured to whom a certificate of insurance has been issued.

B.* OWNER shall purchase and maintain such boiler and machinery insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and any other individuals or entities identified in the Supplementary Conditions, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured.

C.* All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to OWNER and CONTRACTOR and to each other additional insured to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with paragraph 5.07.

D.* OWNER shall not be responsible for purchasing and maintaining any property insurance specified in this paragraph 5.06 to protect the interests of CONTRACTOR, Subcontractors, or others in the Work to the extent of any deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by CONTRACTOR, Subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.

E.* If CONTRACTOR requests in writing that other special insurance be included in the property insurance policies provided under paragraph 5.06, OWNER shall, if possible, include such insurance, and the cost thereof will be charged to CONTRACTOR by appropriate Change Order or Written Amendment. Prior to commencement of the Work at the Site, OWNER shall in writing advise CONTRACTOR whether or not such other insurance has been procured by OWNER.

5.07 *Waiver of Rights*

A.* OWNER and CONTRACTOR intend that all policies purchased in accordance with paragraph 5.06 will protect OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and all other

individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or additional insureds thereunder. OWNER and CONTRACTOR waive all rights against each other and their respective officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors, ENGINEER, ENGINEER's Consultants, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them) under such policies for losses and damages so caused.

None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by OWNER as trustee or otherwise payable under any policy so issued.

B. OWNER waives all rights against CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them for:

*See Supplementary Conditions

1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to OWNER's property or the Work caused by, arising out of, or resulting from fire or other peril whether or not insured by OWNER; and

2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by OWNER during partial utilization pursuant to paragraph 14.05, after Substantial Completion pursuant to paragraph 14.04, or after final payment pursuant to paragraph 14.07.

C. Any insurance policy maintained by OWNER covering any loss, damage or consequential loss referred to in paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against CONTRACTOR, Subcontractors, ENGINEER, or ENGINEER's Consultants and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them.

5.08* *Receipt and Application of Insurance Proceeds*

A.* Any insured loss under the policies of insurance required by paragraph 5.06 will be adjusted with OWNER and made payable to OWNER as fiduciary for the insureds, as their interests may appear, subject to the requirements of any applicable mortgage clause and of paragraph 5.08.B. OWNER shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order or Written Amendment.

B.* OWNER as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to OWNER's exercise of this power. If such objection be made, OWNER as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, OWNER as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, OWNER as fiduciary shall give bond for the proper performance of such duties.

5.09* *Acceptance of Bonds and Insurance; Option to Replace*

A.* If either OWNER or CONTRACTOR has any objection to the coverage afforded by or other provisions of the Bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract Documents, the objecting party shall so notify the other party in writing within 10 days after receipt of the

certificates (or other evidence requested) required by paragraph 2.05.C. OWNER and CONTRACTOR shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the Bonds and insurance required of such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent Bonds or insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

5.10 *Partial Utilization, Acknowledgment of Property Insurer*

A. If OWNER finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in paragraph 14.05, no such use or occupancy shall commence before the insurers providing the property insurance pursuant to paragraph 5.06 have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

6.01 *Supervision and Superintendence*

A. CONTRACTOR shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with

*See Supplementary Conditions

the Contract Documents. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences,
and procedures of construction, but CONTRACTOR shall not be responsible for the negligence of OWNER or ENGINEER in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents. CONTRACTOR shall be responsible to see that the completed Work complies accurately with the Contract Documents.

B. At all times during the progress of the Work, CONTRACTOR shall assign a competent resident superintendent thereto who shall not be replaced without written notice to OWNER and ENGINEER except under extraordinary circumstances. The superintendent will be CONTRACTOR's representative at the Site and shall have authority to act on behalf of CONTRACTOR. All communications given to or received from the superintendent shall be binding on CONTRACTOR.

6.02 *Labor; Working Hours*

A. CONTRACTOR shall provide competent, suitably qualified personnel to survey, lay out, and construct the

Work as required by the Contract Documents. CONTRACTOR shall at all times maintain good discipline and order at the Site.

B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, and CONTRACTOR will not permit overtime work or the performance of Work on Saturday, Sunday, or any legal holiday without OWNER's written consent (which will not be unreasonably withheld) given after prior written notice to ENGINEER.

6.03 *Services, Materials, and Equipment*

A. Unless otherwise specified in the General Requirements, CONTRACTOR shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.

B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All warranties and guarantees specifically called for by the Specifications shall expressly

run to the benefit of OWNER. If required by ENGINEER, CONTRACTOR shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

6.04 *Progress Schedule*

A. CONTRACTOR shall adhere to the progress schedule established in accordance with paragraph 2.07 as it may be adjusted from time to time as provided below.

1. CONTRACTOR shall submit to ENGINEER for acceptance (to the extent indicated in paragraph 2.07) proposed adjustments in the progress schedule that will not result in changing the Contract Times (or Milestones). Such adjustments will conform generally to the progress schedule then in effect and additionally will comply with any provisions of the General Requirements applicable thereto.

2. Proposed adjustments in the progress schedule that will change the Contract Times (or Milestones) shall be submitted in accordance with the requirements of Article 12. Such adjustments may only be made by a Change Order or Written Amendment in accordance with Article 12.

6.05 *Substitutes and "Or-Equals"*

A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to ENGINEER for review under the circumstances described below.

1. *"Or-Equal" Items:* If in ENGINEER's sole discretion an item of material or equipment proposed by CONTRACTOR is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by ENGINEER as an "or-equal" item, in which case review and approval of the proposed item may, in ENGINEER's sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:

a. in the exercise of reasonable judgment ENGINEER determines that: (i) it is at least equal in quality, durability, appearance, strength, and design characteristics; (ii) it will reliably perform at least equally well the function imposed by the design concept of the completed Project as a functioning whole, and;

b. CONTRACTOR certifies that: (i) there is no increase in cost to the OWNER; and (ii) it will conform substantially, even with deviations, to the detailed requirements of the item named in the Contract Documents.

2. Substitute Items

a. If in ENGINEER's sole discretion an item of material or equipment proposed by CONTRACTOR does not qualify as an "or-equal" item under paragraph 6.05.A.1, it will be considered a proposed substitute item.

b. CONTRACTOR shall submit sufficient information as provided below to allow ENGINEER to determine that the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by ENGINEER from anyone other than CONTRACTOR.

c. The procedure for review by ENGINEER will be as set forth in paragraph 6.05.A.2.d, as supplemented in the General Requirements and as ENGINEER may decide is appropriate under the circumstances.

d. CONTRACTOR shall first make written application to ENGINEER for review of a proposed substitute item of material or equipment that CONTRACTOR seeks to furnish or use. The application shall certify

that the proposed substitute item will perform adequately the functions and achieve the results called for by the general design, be similar in substance to that specified, and be suited to the same use as that specified. The application will state the extent, if any, to which the use of the proposed substitute item will prejudice CONTRACTOR's achievement of Substantial Completion on time, whether or not use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with OWNER for work on the Project) to adapt the design to the proposed substitute item and whether or not incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute item from that specified will be identified in the application, and available engineering, sales, maintenance, repair, and replacement services will be indicated. The application will also contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change, all of which will be considered by ENGINEER in evaluating the proposed substitute item. ENGINEER may require CONTRACTOR to furnish additional data about the proposed substitute item.

B. *Substitute Construction Methods or Procedures:* If a specific means, method, technique, sequence, or procedure of construction is shown or indicated in and expressly required by the Contract Documents, CONTRACTOR may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by ENGINEER. CONTRACTOR shall submit sufficient information to allow ENGINEER, in ENGINEER's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The procedure for review by ENGINEER will be similar to that provided in subparagraph 6.05.A.2.

C. *Engineer's Evaluation:* ENGINEER will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to paragraphs 6.05.A and 6.05.B. ENGINEER will be the sole judge of acceptability. No "or-equal" or substitute will be ordered, installed or utilized until ENGINEER's review is complete, which will be evidenced by either a Change Order for a substitute or an approved Shop Drawing for an "or equal." ENGINEER will advise CONTRACTOR in writing of any negative determination.

D. *Special Guarantee:* OWNER may require CONTRACTOR to furnish at CONTRACTOR's expense a special performance guarantee or other surety with respect to any substitute.

E. *ENGINEER's Cost Reimbursement:* ENGINEER will record time required by ENGINEER and ENGINEER's Consultants in evaluating substitute proposed or submitted by CONTRACTOR pursuant to paragraphs 6.05.A.2 and 6.05.B and in making changes in the Contract Documents (or in the provisions of any other direct contract with OWNER for work on the Project) occasioned thereby. Whether or not ENGINEER approves a substitute item so proposed or submitted by CONTRACTOR, CONTRACTOR shall reimburse OWNER for the charges of ENGINEER and ENGINEER's Consultants for evaluating each such proposed substitute.

F. *CONTRACTOR's Expense:* CONTRACTOR shall provide all data in support of any proposed substitute or "or-equal" at CONTRACTOR's expense.

6.06 *Concerning Subcontractors, Suppliers, and Others*

A. CONTRACTOR shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to OWNER as indicated in paragraph 6.06.B), whether initially or as a replacement, against whom OWNER may have reasonable objection. CONTRACTOR shall not be required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom CONTRACTOR has reasonable objection.

B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to OWNER in advance for acceptance by OWNER by a specified date prior to the Effective Date of the Agreement, and if CONTRACTOR has submitted a list thereof in accordance with the Supplementary Conditions, OWNER's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. CONTRACTOR shall submit an acceptable replacement

for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued or Written Amendment signed. No acceptance by OWNER of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of OWNER or ENGINEER to reject defective Work.

C. CONTRACTOR shall be fully responsible to OWNER and ENGINEER for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as CONTRACTOR is responsible for CONTRACTOR's own acts and omissions. Nothing in the Contract Documents shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between OWNER or ENGINEER and any such Subcontractor, Supplier or other individual or entity, nor shall it create any obligation on the part of OWNER or ENGINEER to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

D. CONTRACTOR shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with CONTRACTOR.

E. CONTRACTOR shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with ENGINEER through CONTRACTOR.

F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control CONTRACTOR in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

G. All Work performed for CONTRACTOR by a Subcontractor or Supplier will be pursuant to an appropriate agreement between CONTRACTOR and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of OWNER and ENGINEER. Whenever any such agreement is with a Subcontractor or Supplier who is listed as an additional insured on the property insurance provided in paragraph 5.06, the agreement between the CONTRACTOR and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against OWNER, CONTRACTOR, ENGINEER, ENGINEER's Consultants, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, CONTRACTOR will obtain the same.

6.07 *Patent Fees and Royalties*

A. CONTRACTOR shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if to the actual knowledge of OWNER or ENGINEER its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by OWNER in the Contract Documents. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees or agents, and other consultants of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

6.08 *Permits*

A. Unless otherwise provided in the Supplementary Conditions, CONTRACTOR shall obtain and pay for all construction permits and licenses. OWNER shall assist CONTRACTOR, when necessary, in obtaining such permits and licenses. CONTRACTOR shall pay all governmental charges and inspection fees necessary for

the prosecution of the Work which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. CONTRACTOR shall pay all charges of utility owners for connections to the Work, and OWNER shall pay all charges of such utility owners for capital costs related thereto, such as plant investment fees.

6.09 *Laws and Regulations*

A. CONTRACTOR shall give all notices and comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither OWNER nor ENGINEER shall be responsible for monitoring CONTRACTOR's compliance with any Laws or Regulations.

B. If CONTRACTOR performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, CONTRACTOR shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work; however, it shall not be CONTRACTOR's primary responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve CONTRACTOR of CONTRACTOR's obligations under paragraph 3.03.

C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work may be the subject of an adjustment in Contract Price or Contract Times. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in paragraph 10.05.

6.10* *Taxes*

A. CONTRACTOR shall pay all sales, consumer, use, and other similar taxes required to be paid by CONTRACTOR in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

6.11* *Use of Site and Other Areas*

A.* *Limitation on Use of Site and Other Areas*

1. CONTRACTOR shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations,

*See Supplementary Conditions

and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. CONTRACTOR shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.

2. Should any claim be made by any such owner or occupant because of the performance of the Work, CONTRACTOR shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.

3. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultant, and the officers, directors, partners, employees, agents, and other consultants of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against OWNER, ENGINEER, or any other party indemnified hereunder to the extent caused by or based upon CONTRACTOR's performance of the Work.

B. *Removal of Debris During Performance of the Work:* During the progress of the Work CONTRACTOR shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.

C. *Cleaning:* Prior to Substantial Completion of the Work CONTRACTOR shall clean the Site and make it ready for utilization by OWNER. At the completion of the Work CONTRACTOR shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

D. *Loading Structures:* CONTRACTOR shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall CONTRACTOR subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

6.12 *Record Documents*

A. CONTRACTOR shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Written Amendments, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications in good order and annotated to show changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to ENGINEER for reference. Upon completion of the Work, these record documents, Samples, and Shop Drawings will be delivered to ENGINEER for OWNER.

6.13 *Safety and Protection*

A. CONTRACTOR shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

1. all persons on the Site or who may be affected by the Work;

2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and

3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

B. CONTRACTOR shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. CONTRACTOR shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property. All damage, injury, or loss to any property referred to in paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by CONTRACTOR, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by CONTRACTOR (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of OWNER or ENGINEER or ENGINEER's Consultant, or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of CONTRACTOR or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them). CONTRACTOR's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and ENGINEER has issued a notice to OWNER and CONTRACTOR in accordance with paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.14 *Safety Representative*

A. CONTRACTOR shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

6.15 *Hazard Communication Programs*

A. CONTRACTOR shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

6.16 *Emergencies*

A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, CONTRACTOR is obligated to act to prevent threatened damage, injury, or loss. CONTRACTOR shall give ENGINEER prompt written notice if CONTRACTOR believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If ENGINEER determines that a change in the Contract Documents is required because of the action taken by CONTRACTOR in response to such an emergency, a Work Change Directive or Change Order will be issued.

6.17* *Shop Drawings and Samples*

A.* CONTRACTOR shall submit Shop Drawings to ENGINEER for review and approval in accordance with the acceptable schedule of Shop Drawings and Sample submittals. All submittals will be identified as ENGINEER may require and in the number of copies specified in the General Requirements. The data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show ENGINEER the services, materials, and equipment CONTRACTOR proposes to provide and to enable ENGINEER to review the information for the limited purposes required by paragraph 6.17.E.

B.* CONTRACTOR shall also submit six (6) Samples to ENGINEER for review and approval in accordance with the acceptable schedule of Shop Drawings and Sample submittals. Each Sample will be identified clearly as to material, Supplier, pertinent data such as catalog numbers, and the use for which intended and otherwise as ENGINEER may require to enable ENGINEER to review the submittal for the limited purposes required by paragraph 6.17.E. The numbers of each Sample to be submitted will be as specified in the Specifications.

C. Where a Shop Drawing or Sample is required by the Contract Documents or the schedule of Shop Drawings and Sample submittals acceptable to ENGINEER as required by paragraph 2.07, any related Work performed prior to ENGINEER's review and approval of the pertinent submittal will be at the sole expense and responsibility of CONTRACTOR.

D. *Submittal Procedures*

1. Before submitting each Shop Drawing or Sample, CONTRACTOR shall have determined and verified:

a. all field measurements, quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;

b. all materials with respect to intended use, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work;

c. all information relative to means, methods, techniques, sequences, and procedures of construction and safety precautions and programs incident thereto; and

d. CONTRACTOR shall also have reviewed and coordinated each Shop Drawing or

*See Supplementary Conditions

Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents.

2. Each submittal shall bear a stamp or specific written indication that CONTRACTOR has satisfied CONTRACTOR's obligations under the Contract Documents with respect to CONTRACTOR's review and approval of that submittal.

3. At the time of each submittal, CONTRACTOR shall give ENGINEER specific written notice of such variations, if any, that the Shop Drawing or Sample submitted may have from the requirements of the Contract Documents, such notice to be in a written communication separate from the submittal; and, in addition, shall cause a specific notation to be made on each Shop Drawing and Sample submitted to ENGINEER for review and approval of each such variation.

E. *ENGINEER's Review*

1. ENGINEER will timely review and approve Shop Drawings and Samples in accordance with the schedule of Shop Drawings and Sample submittals acceptable to ENGINEER. ENGINEER's review and approval will be only to determine if the items covered by the submittals

will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. ENGINEER's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

3. ENGINEER's review and approval of Shop Drawings or Samples shall not relieve CONTRACTOR from responsibility for any variation from the requirements of the Contract Documents unless CONTRACTOR has in writing called ENGINEER's attention to each such variation at the time of each submittal as required by paragraph 6.17.D.3 and ENGINEER has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample approval; nor will any approval by ENGINEER relieve CONTRACTOR from responsibility for complying with the requirements of paragraph 6.17.D.1.

F. *Resubmittal Procedures*

1. CONTRACTOR shall make corrections required by ENGINEER and shall return the required number of corrected copies of Shop Drawings and submit as required new Samples for review and approval. CONTRACTOR shall direct specific attention in writing to revisions other than the corrections called for by ENGINEER on previous submittals.

6.18 *Continuing the Work*

A. CONTRACTOR shall carry on the Work and adhere to the progress schedule during all disputes or disagreements with OWNER. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by paragraph 15.04 or as OWNER and CONTRACTOR may otherwise agree in writing.

6.19 *CONTRACTOR's General Warranty and Guarantee*

A. CONTRACTOR warrants and guarantees to OWNER, ENGINEER, and ENGINEER's Consultants that all Work will be in accordance with the Contract Documents and will not be defective. CONTRACTOR's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, modification, or improper maintenance or operation by persons other than CONTRACTOR, Subcontractors, Suppliers, or any other individual or entity for whom CONTRACTOR is responsible; or

2. normal wear and tear under normal usage.

B. CONTRACTOR's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of CONTRACTOR's obligation to perform the Work in accordance with the Contract Documents:

1. observations by ENGINEER;

2. recommendation by ENGINEER or payment by OWNER of any progress or final payment;

3. the issuance of a certificate of Substantial Completion by ENGINEER or any payment related thereto by OWNER;

4. use or occupancy of the Work or any part thereof by OWNER;

5. any acceptance by OWNER or any failure to do so;

6. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by ENGINEER;

7. any inspection, test, or approval by others; or

8. any correction of defective Work by OWNER.

6.20 *Indemnification*

A. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage:

1. is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom; and

2. is caused in whole or in part by any negligent act or omission of CONTRACTOR, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by any negligence or omission of an individual or entity indemnified hereunder or whether liability is imposed upon such indemnified party by Laws and Regulations regardless of the negligence of any such individual or entity.

B. In any and all claims against OWNER or ENGINEER or any of their respective consultants, agents, officers, directors, partners, or employees by any employee (or the survivor or personal representative of such employee) of CONTRACTOR, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under paragraph 6.20.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for CONTRACTOR or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

C. The indemnification obligations of CONTRACTOR under paragraph 6.20.A shall not extend to the liability of ENGINEER and ENGINEER's Consultants or to the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them arising out of:

1. the preparation or approval of, or the failure to prepare or approve, maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or

2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

ARTICLE 7 - OTHER WORK

7.01 *Related Work at Site*

A. OWNER may perform other work related to the Project at the Site by OWNER's employees, or let other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:

1. written notice thereof will be given to CONTRACTOR prior to starting any such other work; and

2. if OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in paragraph 10.05.

B. CONTRACTOR shall afford each other contractor who is a party to such a direct contract and each utility owner (and OWNER, if OWNER is performing the other work with OWNER's employees) proper and safe access to the Site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work and shall properly coordinate the Work with theirs. Unless otherwise provided in the Contract Documents, CONTRACTOR shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. CONTRACTOR shall not endanger any work of others by cutting, excavating, or otherwise altering their work and will only cut or alter their work with the written consent of ENGINEER and the others whose work will be affected. The duties and responsibilities of CONTRACTOR under this paragraph are for the benefit of

such utility owners and other contractors to the extent that there are comparable provisions for the benefit of CONTRACTOR in said direct contracts between OWNER and such utility owners and other contractors.

C. If the proper execution or results of any part of CONTRACTOR's Work depends upon work performed by others under this Article 7, CONTRACTOR shall inspect such other work and promptly report to ENGINEER in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of CONTRACTOR's Work. CONTRACTOR's failure to so report will constitute an acceptance of such other work as fit and proper for integration with CONTRACTOR's Work except for latent defects and deficiencies in such other work.

7.02 *Coordination*

A. If OWNER intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:

1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;

2. the specific matters to be covered by such authority and responsibility will be itemized; and

3. the extent of such authority and responsibilities will be provided.

B. Unless otherwise provided in the Supplementary Conditions, OWNER shall have sole authority and responsibility for such coordination.

ARTICLE 8 - OWNER'S RESPONSIBILITIES

8.01 *Communications to Contractor*

A. Except as otherwise provided in these General Conditions, OWNER shall issue all communications to CONTRACTOR through ENGINEER.

8.02 *Replacement of ENGINEER*

A. In case of termination of the employment of ENGINEER, OWNER shall appoint an engineer to whom CONTRACTOR makes no reasonable objection, whose status under the Contract Documents shall be that of the former ENGINEER.

8.03 *Furnish Data*

A. OWNER shall promptly furnish the data required of OWNER under the Contract Documents.

8.04 *Pay Promptly When Due*

A. OWNER shall make payments to CONTRACTOR promptly when they are due as provided in paragraphs 14.02.C and 14.07.C.

8.05 *Lands and Easements; Reports and Tests*

A. OWNER's duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in paragraphs 4.01 and 4.05. Paragraph 4.02 refers to OWNER's identifying and making available to CONTRACTOR copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site that have been utilized by ENGINEER in preparing the Contract Documents.

*See Supplementary Conditions

8.06* *Insurance*

A.* OWNER's responsibilities, if any, in respect to purchasing and maintaining liability and property insurance are set forth in Article 5.

8.07 *Change Orders*

A. OWNER is obligated to execute Change Orders as indicated in paragraph 10.03.

8.08 *Inspections, Tests, and Approvals*

A. OWNER's responsibility in respect to certain inspections, tests, and approvals is set forth in paragraph 13.03.B.

8.09 *Limitations on OWNER's Responsibilities*

A. The OWNER shall not supervise, direct, or have control or authority over, nor be responsible for, CONTRACTOR's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the performance of the Work. OWNER will not be responsible for CONTRACTOR's failure to perform the Work in accordance with the Contract Documents.

8.10 *Undisclosed Hazardous Environmental Condition*

A. OWNER's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in paragraph 4.06.

8.11 *Evidence of Financial Arrangements*

A. If and to the extent OWNER has agreed to furnish CONTRACTOR reasonable evidence that financial arrangements have been made to satisfy OWNER's obligations under the Contract Documents, OWNER's responsibility in respect thereof will be as set forth in the Supplementary Conditions.

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION

9.01 *OWNER'S Representative*

A. ENGINEER will be OWNER's representative during the construction period. The duties and responsibilities and the limitations of authority of ENGINEER as OWNER's representative during construction are set forth in the Contract Documents and will not be changed without written consent of OWNER and ENGINEER.

9.02 *Visits to Site*

A. ENGINEER will make visits to the Site at intervals appropriate to the various stages of construction as ENGINEER deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of CONTRACTOR's executed Work. Based on information obtained during such visits and observations, ENGINEER, for the benefit of OWNER, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. ENGINEER will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. ENGINEER's efforts will be directed toward providing for OWNER a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, ENGINEER will keep OWNER informed of the progress of the Work and will endeavor to guard OWNER against defective Work.

B. ENGINEER's visits and observations are subject to all the limitations on ENGINEER's authority and responsibility set forth in paragraph 9.10, and particularly, but without limitation, during or as a result of ENGINEER's visits or observations of CONTRACTOR's Work ENGINEER will not supervise, direct, control, or have authority over or be responsible for CONTRACTOR's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the performance of the Work.

9.03* *Project Representative*

A. If OWNER and ENGINEER agree, ENGINEER will furnish a Resident Project Representative to assist ENGINEER in providing more extensive observation of the Work. The responsibilities and authority and limitations thereon of any such Resident Project Representative and assistants will be as provided in paragraph 9.10 and in the Supplementary Conditions. If OWNER designates another representative or agent to represent OWNER at the Site who is not ENGINEER's Consultant, agent or employee,

*See Supplementary Conditions

the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

9.04 *Clarifications and Interpretations*

A. ENGINEER will issue with reasonable promptness such written clarifications or interpretations of the requirements of the Contract Documents as ENGINEER may determine necessary, which shall be consistent with the intent of and reasonably inferable from the Contract Docu-

ments. Such written clarifications and interpretations will be binding on OWNER and CONTRACTOR. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a written clarification or interpretation, a Claim may be made therefor as provided in paragraph 10.05.

9.05 *Authorized Variations in Work*

A. ENGINEER may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on OWNER and also on CONTRACTOR, who shall perform the Work involved promptly. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of a Field Order, a Claim may be made therefor as provided in paragraph 10.05.

9.06 *Rejecting Defective Work*

A. ENGINEER will have authority to disapprove or reject Work which ENGINEER believes to be defective, or that ENGINEER believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. ENGINEER will also have authority to require special inspection or testing of the Work as provided in paragraph 13.04, whether or not the Work is fabricated, installed, or completed.

9.07 *Shop Drawings, Change Orders and Payments*

A. In connection with ENGINEER's authority as to Shop Drawings and Samples, see paragraph 6.17.

B. In connection with ENGINEER's authority as to Change Orders, see Articles 10, 11, and 12.

C. In connection with ENGINEER's authority as to Applications for Payment, see Article 14.

9.08 *Determinations for Unit Price Work*

A. ENGINEER will determine the actual quantities and classifications of Unit Price Work performed by CONTRACTOR. ENGINEER will review with CONTRACTOR the ENGINEER's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). ENGINEER's written decision thereon will be final and binding (except as modified by ENGINEER to reflect changed factual conditions or more accurate data) upon OWNER and CONTRACTOR, subject to the provisions of paragraph 10.05.

9.09 *Decisions on Requirements of Contract Documents and Acceptability of Work*

A. ENGINEER will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. Claims, disputes and other matters relating to the acceptability of the Work, the quantities and classifications of Unit Price Work, the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, and Claims seeking changes in the Contract Price or Contract Times will be referred initially to ENGINEER in writing, in accordance with the provisions of paragraph 10.05, with a request for a formal decision.

B. When functioning as interpreter and judge under this paragraph 9.09, ENGINEER will not show partiality to OWNER or CONTRACTOR and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity. The rendering of a decision by ENGINEER pursuant to this paragraph 9.09 with respect to any such Claim, dispute, or other matter (except any which have been waived by the making or acceptance of final payment as provided in paragraph 14.07) will be a condition precedent to any exercise by OWNER or CONTRACTOR of such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any such Claim, dispute, or other matter.

*See Supplementary Conditions

9.10 *Limitations on ENGINEER's Authority and Responsibilities*

A. Neither ENGINEER's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by ENGINEER in good faith either to exercise or not exercise such

authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by ENGINEER shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by ENGINEER to CONTRACTOR, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

B. ENGINEER will not supervise, direct, control, or have authority over or be responsible for CONTRACTOR's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the performance of the Work. ENGINEER will not be responsible for CONTRACTOR's failure to perform the Work in accordance with the Contract Documents.

C. ENGINEER will not be responsible for the acts or omissions of CONTRACTOR or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. ENGINEER's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, Bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by paragraph 14.07.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with, the Contract Documents.

E. The limitations upon authority and responsibility set forth in this paragraph 9.10 shall also apply to ENGINEER's Consultants, Resident Project Representative, and assistants. See Article 18.

ARTICLE 10 - CHANGES IN THE WORK; CLAIMS

10.01 *Authorized Changes in the Work*

A. Without invalidating the Agreement and without notice to any surety, OWNER may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Written Amendment, a Change Order, or a Work Change Directive. Upon receipt of any such document, CONTRACTOR shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

B. If OWNER and CONTRACTOR are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in paragraph 10.05.

10.02 *Unauthorized Changes in the Work*

A. CONTRACTOR shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented as provided in paragraph 3.04, except in the case of an emergency as provided in paragraph 6.16 or in the case of uncovering Work as provided in paragraph 13.04.B.

10.03 *Execution of Change Orders*

A. OWNER and CONTRACTOR shall execute appropriate Change Orders recommended by ENGINEER (or Written Amendments) covering:

1. changes in the Work which are: (i) ordered by OWNER pursuant to paragraph 10.01.A, (ii) required because of acceptance of defective Work under paragraph 13.08.A or OWNER's correction of defective Work under paragraph 13.09, or (iii) agreed to by the parties;

2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and

3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by ENGINEER pursuant to paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, CONTRACTOR shall carry on the Work and adhere to the progress schedule as provided in paragraph 6.18.A.

10.04 *Notification to Surety*

A. If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times) is required by the provisions of any Bond to be given to a surety, the giving of any such notice will be CONTRACTOR's responsibility. The amount of each applicable Bond will be adjusted to reflect the effect of any such change.

10.05 *Claims and Disputes*

A. *Notice:* Written notice stating the general nature of each Claim, dispute, or other matter shall be delivered by the claimant to ENGINEER and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. Notice of the amount or extent of the Claim, dispute, or other matter with supporting data shall be delivered to the ENGINEER and the other party to the Contract within 60 days after the start of such event (unless ENGINEER allows additional time for claimant to submit additional or more accurate data in support of such Claim, dispute, or other matter). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of paragraph 12.01.B. A Claim for an adjustment in Contract Time shall be prepared in accordance with the provisions of paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to ENGINEER and the claimant within 30 days after receipt of the claimant's last submittal (unless ENGINEER allows additional time).

B. *ENGINEER's Decision:* ENGINEER will render a formal decision in writing within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any. ENGINEER's written decision on such Claim, dispute, or other matter will be final and binding upon OWNER and CONTRACTOR unless:

1. an appeal from ENGINEER's decision is taken within the time limits and in accordance with the dispute resolution procedures set forth in Article 16; or

2. if no such dispute resolution procedures have been set forth in Article 16, a written notice of intention to appeal from ENGINEER's written decision is delivered by OWNER or CONTRACTOR to the other and to ENGINEER within 30 days after the date of such decision, and a formal proceeding is instituted by the appealing party in a forum of competent jurisdiction within 60 days after the date of such decision or within 60 days after Substantial Completion, whichever is later (unless otherwise agreed in writing by OWNER and CONTRACTOR), to exercise such rights or remedies as the appealing party may have with respect to such Claim, dispute, or other matter in accordance with applicable Laws and Regulations.

C. If ENGINEER does not render a formal decision in writing within the time stated in paragraph 10.05.B, a decision denying the Claim in its entirety shall be deemed to have been issued 31 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any.

D. No Claim for an adjustment in Contract Price or Contract Times (or Milestones) will be valid if not submitted in accordance with this paragraph 10.05.

ARTICLE 11 - COST OF THE WORK; CASH ALLOWANCES; UNIT PRICE WORK

11.01 *Cost of the Work*

A. *Costs Included:* The term Cost of the Work means the sum of all costs necessarily incurred and paid by CONTRACTOR in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to CONTRACTOR will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by OWNER, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items, and shall not include any of the costs itemized in paragraph 11.01.B.

1. Payroll costs for employees in the direct employ of CONTRACTOR in the performance of the Work under schedules of job classifications agreed upon by OWNER and CONTRACTOR. Such employees shall include without limitation superintendents, foremen, and other personnel employed full time at the Site. Payroll costs for employees not employed full time on the Work

shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by OWNER.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to CONTRACTOR unless OWNER deposits funds with CONTRACTOR with which to make payments, in which case the cash discounts shall accrue to OWNER. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to OWNER, and CONTRACTOR shall make provisions so that they may be obtained.

3. Payments made by CONTRACTOR to Subcontractors for Work performed by Subcontractors. If required by OWNER, CONTRACTOR shall obtain competitive bids from subcontractors acceptable to OWNER and CONTRACTOR and shall deliver such bids to OWNER, who will then determine, with the advice of ENGINEER, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as CONTRACTOR's Cost of the Work and fee as provided in this paragraph 11.01.

4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.

5. Supplemental costs including the following:

a. The proportion of necessary transportation, travel, and subsistence expenses of CONTRACTOR's employees incurred in discharge of duties connected with the Work.

b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of CONTRACTOR.

c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from CONTRACTOR or others in accordance with rental agreements approved by OWNER with the advice of ENGINEER, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

d. Sales, consumer, use, and other similar taxes related to the Work, and for which CONTRACTOR is liable, imposed by Laws and Regulations.

e. Deposits lost for causes other than negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by CONTRACTOR in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with paragraph 5.06.D), provided such losses and damages have resulted from causes other than the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of OWNER. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining CONTRACTOR's fee.

g. The cost of utilities, fuel, and sanitary facilities at the Site.

h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, expressage, and similar petty cash items in connection with the Work.

i. When the Cost of the Work is used to determine the value of a Change Order or of a Claim, the cost of premiums for additional Bonds and insurance required because of the changes in the Work or caused by the event giving rise to the Claim.

j. When all the Work is performed on the basis of cost-plus, the costs of premiums for all Bonds and insurance CONTRACTOR is required by the Contract Documents to purchase and maintain.

B. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:

1. Payroll costs and other compensation of CONTRACTOR's officers, executives, principals (of partnerships and sole proprietorships), general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks, and other personnel employed by CONTRACTOR, whether at the Site or in CONTRACTOR's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in paragraph 11.01.A.1 or specifically covered by paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the CONTRACTOR's fee.

2. Expenses of CONTRACTOR's principal and branch offices other than CONTRACTOR's office at the Site.

3. Any part of CONTRACTOR's capital expenses, including interest on CONTRACTOR's capital employed for the Work and charges against CONTRACTOR for delinquent payments.

4. Costs due to the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in paragraphs 11.01.A and 11.01.B.

C. *CONTRACTOR's Fee:* When all the Work is performed on the basis of cost-plus, CONTRACTOR's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, CONTRACTOR's fee shall be determined as set forth in paragraph 12.01.C.

D. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to paragraphs 11.01.A and 11.01.B, CONTRACTOR will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to ENGINEER an itemized cost breakdown together with supporting data.

11.02 *Cash Allowances*

A. It is understood that CONTRACTOR has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums as may be acceptable to OWNER and ENGINEER. CONTRACTOR agrees that:

1. the allowances include the cost to CONTRACTOR (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and

2. CONTRACTOR's costs for unloading and handling on the Site, labor, installation costs, overhead, profit, and other expenses contemplated for the allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

B. Prior to final payment, an appropriate Change Order will be issued as recommended by ENGINEER to reflect actual amounts due CONTRACTOR on account of

Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

11.03 *Unit Price Work*

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by CONTRACTOR will be made by ENGINEER subject to the provisions of paragraph 9.08.

B. Each unit price will be deemed to include an amount considered by CONTRACTOR to be adequate to cover CONTRACTOR's overhead and profit for each separately identified item.

C. OWNER or CONTRACTOR may make a Claim for an adjustment in the Contract Price in accordance with paragraph 10.05 if:

1. the quantity of any item of Unit Price Work performed by CONTRACTOR differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and

2. there is no corresponding adjustment with respect any other item of Work; and

3. if CONTRACTOR believes that CONTRACTOR is entitled to an increase in Contract Price as a result of having incurred additional expense or OWNER believes that OWNER is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 12 - CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

12.01* *Change of Contract Price*

A. The Contract Price may only be changed by a Change Order or by a Written Amendment. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the ENGINEER and the other party to the Contract in accordance with the provisions of paragraph 10.05.

B.* The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:

1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of paragraph 11.03); or

2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with paragraph 12.01.C.2); or

3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in paragraph 11.01) plus a CONTRACTOR's fee for overhead and profit (determined as provided in paragraph 12.01.C).

C. *CONTRACTOR's Fee:* The CONTRACTOR's fee for overhead and profit shall be determined as follows:

1. a mutually acceptable fixed fee; or

2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:

a. for costs incurred under paragraphs 11.01.A.1 and 11.01.A.2, the CONTRACTOR's fee shall be 15 percent;

b. for costs incurred under paragraph 11.01.A.3, the CONTRACTOR's fee shall be five percent;

c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of paragraph 12.01.C.2.a is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and CONTRACTOR will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;

*See Supplementary Conditions

d. no fee shall be payable on the basis of costs itemized under paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;

e. the amount of credit to be allowed by CONTRACTOR to OWNER for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in CONTRACTOR's fee by an amount equal to five percent of such net decrease; and

f. when both additions and credits are involved in any one change, the adjustment in CONTRACTOR's fee shall be computed on the basis of the net change in accordance with paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

12.02 *Change of Contract Times*

A. The Contract Times (or Milestones) may only be changed by a Change Order or by a Written Amendment. Any Claim for an adjustment in the Contract Times (or Milestones) shall be based on written notice submitted by the party making the claim to the ENGINEER and the other party to the Contract in accordance with the provisions of paragraph 10.05.

B. Any adjustment of the Contract Times (or Milestones) covered by a Change Order or of any Claim for an adjustment in the Contract Times (or Milestones) will be determined in accordance with the provisions of this Article 12.

12.03 *Delays Beyond CONTRACTOR's Control*

A. Where CONTRACTOR is prevented from completing any part of the Work within the Contract Times (or Milestones) due to delay beyond the control of CONTRACTOR, the Contract Times (or Milestones) will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in paragraph 12.02.A. Delays beyond the control of CONTRACTOR shall include, but not be limited to, acts or neglect by OWNER, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.

12.04 *Delays Within CONTRACTOR's Control*

A. The Contract Times (or Milestones) will not be extended due to delays within the control of CONTRACTOR. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of CONTRACTOR.

12.05 *Delays Beyond OWNER's and CONTRACTOR's Control*

A. Where CONTRACTOR is prevented from completing any part of the Work within the Contract Times (or Milestones) due to delay beyond the control of both OWNER and CONTRACTOR, an extension of the Contract Times (or Milestones) in an amount equal to the time lost due to such delay shall be CONTRACTOR's sole and exclusive remedy for such delay.

12.06 *Delay Damages*

A. In no event shall OWNER or ENGINEER be liable to CONTRACTOR, any Subcontractor, any Supplier, or any other person or organization, or to any surety for or employee or agent of any of them, for damages arising out of or resulting from:

1. delays caused by or within the control of CONTRACTOR; or

2. delays beyond the control of both OWNER and CONTRACTOR including but not limited to fires, floods, epidemics, abnormal weather conditions, acts of God, or acts or neglect by utility

owners or other contractors performing other work as contemplated by Article 7.

B. Nothing in this paragraph 12.06 bars a change in Contract Price pursuant to this Article 12 to compensate CONTRACTOR due to delay, interference, or disruption directly attributable to actions or inactions of OWNER or anyone for whom OWNER is responsible.

ARTICLE 13 - TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

13.01 *Notice of Defects*

A. Prompt notice of all defective Work of which OWNER or ENGINEER has actual knowledge will be given to CONTRACTOR. All defective Work may be rejected, corrected, or accepted as provided in this Article 13.

13.02* *Access to Work*

A. OWNER, ENGINEER, ENGINEER's Consultants, other representatives and personnel of OWNER, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, inspecting, and testing. CONTRACTOR shall provide them proper and safe conditions for such access and advise them of CONTRACTOR's Site safety procedures and programs so that they may comply therewith as applicable.

13.03* *Tests and Inspections*

A. CONTRACTOR shall give ENGINEER timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.

B.* OWNER shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:

1. for inspections, tests, or approvals covered by paragraphs 13.03.C and 13.03.D below;

2. that costs incurred in connection with tests or inspections conducted pursuant to paragraph 13.04.B shall be paid as provided in said paragraph 13.04.B; and

3. as otherwise specifically provided in the Contract Documents.

C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, CONTRACTOR shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish ENGINEER the required certificates of inspection or approval.

D. CONTRACTOR shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for OWNER's and ENGINEER's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to CONTRACTOR's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to OWNER and ENGINEER.

E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by CONTRACTOR without written concurrence of ENGINEER, it must, if requested by ENGINEER, be uncovered for observation.

F. Uncovering Work as provided in paragraph 13.03.E shall be at CONTRACTOR's expense unless CONTRACTOR has given ENGINEER timely notice of CONTRACTOR's intention to cover the same and ENGINEER has not acted with reasonable promptness in response to such notice.

13.04 *Uncovering Work*

A. If any Work is covered contrary to the written request of ENGINEER, it must, if requested by ENGINEER, be uncovered for ENGINEER's observation and replaced at CONTRACTOR's expense.

B. If ENGINEER considers it necessary or advisable that covered Work be observed by ENGINEER or inspected or tested by others, CONTRACTOR, at ENGINEER's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as ENGINEER may require, that portion of the Work in

question, furnishing all necessary labor, material, and equipment. If it is found that such Work is defective, CONTRACTOR shall pay all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and OWNER shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, OWNER may make a Claim therefor as provided in paragraph 10.05. If, however, such Work is not found to be defective, CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Times (or Milestones), or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, CONTRACTOR may make a Claim therefor as provided in paragraph 10.05.

*See Supplementary Conditions

13.05 *OWNER May Stop the Work*

A. If the Work is defective, or CONTRACTOR fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, OWNER may order CONTRACTOR to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of OWNER to stop the Work shall not give rise to any duty on the part of OWNER to exercise this right for the benefit of CONTRACTOR, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

13.06 *Correction or Removal of Defective Work*

A. CONTRACTOR shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by ENGINEER, remove it from the Project and replace it with Work that is not defective. CONTRACTOR shall pay all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).

13.07 *Correction Period*

A. If within one year after the date of Substantial Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for CONTRACTOR's use by OWNER or permitted by Laws and Regulations as contemplated in paragraph 6.11.A is found to be defective, CONTRACTOR shall promptly, without cost to OWNER and in accordance with OWNER's written instructions: (i) repair such defective land or areas, or (ii) correct such defective Work or, if the defective Work has been rejected by OWNER, remove it from the Project and replace it with Work that is not defective, and (iii) satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom. If CONTRACTOR does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, OWNER may have the defective Work corrected or repaired or may have the rejected Work removed and replaced, and all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by CONTRACTOR.

B. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications or by Written Amendment.

C. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

D. CONTRACTOR's obligations under this paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this paragraph 13.07 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitation or repose.

13.08 *Acceptance of Defective Work*

A. If, instead of requiring correction or removal and replacement of defective Work, OWNER (and, prior to ENGINEER's recommendation of final payment, ENGINEER) prefers to accept it, OWNER may do so. CONTRACTOR shall pay all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to OWNER's evaluation of and determination to accept such defective Work (such costs to be approved by ENGINEER as to reasonableness) and the diminished value of the Work to the extent not otherwise paid by CONTRACTOR pursuant to this sentence. If any such acceptance occurs prior to ENGINEER's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and OWNER shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, OWNER may make a Claim therefor as provided in paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by CONTRACTOR to OWNER.

13.09 *OWNER May Correct Defective Work*

A. If CONTRACTOR fails within a reasonable time after written notice from ENGINEER to correct defective Work or to remove and replace rejected Work as required by ENGINEER in accordance with paragraph 13.06.A, or if CONTRACTOR fails to perform the Work in accordance with the Contract Documents, or if CONTRACTOR fails to comply with any other provision of the Contract Documents, OWNER may, after seven days written notice to CONTRACTOR, correct and remedy any such deficiency.

B. In exercising the rights and remedies under this paragraph, OWNER shall proceed expeditiously. In connection with such corrective and remedial action, OWNER may exclude CONTRACTOR from all or part of the Site, take possession of all or part of the Work and suspend CONTRACTOR's services related thereto, take possession of CONTRACTOR's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which OWNER has paid CONTRACTOR but which are stored elsewhere. CONTRACTOR shall allow OWNER, OWNER's representatives, agents and employees, OWNER's other contractors, and ENGINEER and ENGINEER's Consultants access to the Site to enable OWNER to exercise the rights and remedies under this paragraph.

C. All Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by OWNER in exercising the rights and remedies under this paragraph 13.09 will be charged against CONTRACTOR, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and OWNER shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, OWNER may make a Claim therefor as provided in paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of CONTRACTOR's defective Work.

D. CONTRACTOR shall not be allowed an extension of the Contract Times (or Milestones) because of any delay in the performance of the Work attributable to the exercise by OWNER of OWNER's rights and remedies under this paragraph 13.09.

ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 *Schedule of Values*

A. The schedule of values established as provided in paragraph 2.07.A will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to ENGINEER. Progress payments on account of Unit Price Work will be based on the number of units completed.

14.02 *Progress Payments*

A.* *Applications for Payments*

1. At least 20 days before the date established for each progress payment (but not more often than once a month), CONTRACTOR shall submit to ENGINEER for review an Application for Payment filled out and signed by CONTRACTOR covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that OWNER has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect OWNER's interest therein, all of which must be satisfactory to OWNER.

2. Beginning with the second Application for Payment, each Application shall include an affidavit of CONTRACTOR stating that all previous progress payments received on account of the Work have been applied on account to discharge CONTRACTOR's legitimate obligations associated with prior Applications for Payment.

3. The amount of retainage with respect to pro-gress payments will be as stipulated in the Agreement.

*See Supplementary Conditions

B. *Review of Applications*

1. ENGINEER will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to OWNER or return the Application to CONTRACTOR indicating in writing ENGINEER's reasons for refusing to recommend payment. In the latter case, CONTRACTOR may make the necessary corrections and resubmit the Application.

2. ENGINEER's recommendation of any payment requested in an Application for Payment will constitute a representation by ENGINEER to OWNER, based on ENGINEER's observations on the Site of the executed Work as an experienced and qualified design professional and on ENGINEER's review of the Application for Payment and the accompanying data and schedules, that to the best of ENGINEER's knowledge, information and belief:

a. the Work has progressed to the point indicated;

b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Comple tion, to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for Unit Price Work under paragraph 9.08, and to any other qualifications stated in the recommendation); and

c. the conditions precedent to CONTRACTOR's being entitled to such payment appear to have been fulfilled in so far as it is ENGINEER's responsibility to observe the Work.

3. By recommending any such payment ENGINEER will not thereby be deemed to have represented that: (i) inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to ENGINEER in the Contract Documents; or (ii) that there may not be other matters or issues between the parties

that might entitle CONTRACTOR to be paid additionally by OWNER or entitle OWNER to withhold payment to CONTRACTOR.

4. Neither ENGINEER's review of CONTRACTOR's Work for the purposes of recommending payments nor ENGINEER's recommendation of any payment, including final payment, will impose responsibility on ENGINEER to supervise, direct, or control the Work or for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for CONTRACTOR's failure to comply with Laws and Regulations applicable to CONTRACTOR's performance of the Work. Additionally, said review or recommendation will not impose responsibility on ENGINEER to make any examination to ascertain how or for what purposes CONTRACTOR has used the moneys paid on account of the Contract Price, or to determine that title to any of the Work, materials, or equipment has passed to OWNER free and clear of any Liens.

5. ENGINEER may refuse to recommend the whole or any part of any payment if, in ENGINEER's opinion, it would be incorrect to make the representations to OWNER referred to in paragraph 14.02.B.2. ENGINEER may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in ENGINEER's opinion to protect OWNER from loss because:

a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;

b. the Contract Price has been reduced by Written Amendment or Change Orders;

c. OWNER has been required to correct defective Work or complete Work in accordance with paragraph 13.09; or

d. ENGINEER has actual knowledge of the occurrence of any of the events enumerated in paragraph 15.02.A.

C. *Payment Becomes Due*

1. Ten days after presentation of the Application for Payment to OWNER with ENGINEER's recommendation, the amount recommended will (subject to the provisions of paragraph 14.02.D) become due, and when due will be paid by OWNER to CONTRACTOR.

D. *Reduction in Payment*

1. OWNER may refuse to make payment of the full amount recommended by ENGINEER because:

a. claims have been made against OWNER on account of CONTRACTOR's performance or furnishing of the Work;

b. Liens have been filed in connection with the Work, except where CONTRACTOR has delivered a specific Bond satisfactory to OWNER to secure the satisfaction and discharge of such Liens;

c. there are other items entitling OWNER to a set-off against the amount recommended; or

d. OWNER has actual knowledge of the occurrence of any of the events enumerated in paragraphs 14.02.B.5.a through 14.02.B.5.c or paragraph 15.02.A.

2. If OWNER refuses to make payment of the full amount recommended by ENGINEER, OWNER must give CONTRACTOR immediate written notice (with a copy to ENGINEER) stating the reasons for such action and promptly pay CONTRACTOR any amount remaining after deduction of the amount so withheld. OWNER shall promptly pay CONTRACTOR the amount so withheld, or any adjustment thereto agreed to by OWNER and CONTRACTOR, when CONTRACTOR corrects to OWNER's satisfaction the reasons for such action.

3. If it is subsequently determined that OWNER's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by paragraph 14.02.C.1.

14.03 *CONTRACTOR's Warranty of Title*

A. CONTRACTOR warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to OWNER no later than the time of payment free and clear of all Liens.

14.04 *Substantial Completion*

A. When CONTRACTOR considers the entire Work ready for its intended use CONTRACTOR shall notify OWNER and ENGINEER in writing that the entire Work is substantially complete (except for items specifically listed by CONTRACTOR as incomplete) and request that ENGINEER issue a certificate of Substantial Completion. Promptly thereafter, OWNER, CONTRACTOR, and ENGINEER shall make an inspection of the Work to determine the status of completion. If ENGINEER does not consider the Work substantially complete, ENGINEER will notify CONTRACTOR in writing giving the reasons therefor. If ENGINEER considers the Work substantially complete, ENGINEER will prepare and deliver to OWNER a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. OWNER shall have seven days after receipt of the tentative certificate during which to make written objection to ENGINEER as to any provisions of the certificate or attached list. If, after considering such objections, ENGINEER concludes that the Work is not substantially complete, ENGINEER will within 14 days after submission of the tentative certificate to OWNER notify CONTRACTOR in writing, stating the reasons therefor. If, after consideration of OWNER's objections, ENGINEER considers the Work substantially complete, ENGINEER will within said 14 days execute and deliver to OWNER and CONTRACTOR a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as ENGINEER believes justified after consideration of any objections from OWNER. At the time of delivery of the tentative certificate of Substantial Completion ENGINEER will deliver to OWNER and CONTRACTOR a written recommendation as to division of responsibilities pending final payment between OWNER and CONTRACTOR with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless OWNER and CONTRACTOR agree otherwise in writing and so inform ENGINEER in writing prior to ENGINEER's issuing the definitive certificate of Substantial Completion, ENGINEER's aforesaid recommendation will be binding on OWNER and CONTRACTOR until final payment.

B. OWNER shall have the right to exclude CONTRACTOR from the Site after the date of Substantial Completion, but OWNER shall allow CONTRACTOR reasonable access to complete or correct items on the tentative list.

14.05 *Partial Utilization*

A. Use by OWNER at OWNER's option of any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which OWNER, ENGINEER, and CONTRACTOR agree constitutes a separately functioning and usable part of the Work that can be used by OWNER for its intended purpose without significant interference with CONTRACTOR's performance of the remainder of the Work, may be accomplished prior to Substantial Completion of all the Work subject to the following conditions.

1. OWNER at any time may request CONTRACTOR in writing to permit OWNER to use any such part of the Work which OWNER believes to be ready for its intended use and substantially complete. If CONTRACTOR agrees that such part of the Work is substantially complete, CONTRACTOR will certify to OWNER and ENGINEER that such part of the Work is substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. CONTRACTOR at any time may notify OWNER and ENGINEER in writing that CONTRACTOR considers any such part of the Work ready for its intended use and substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. Within a reasonable time after either such request, OWNER, CONTRACTOR, and ENGINEER shall make an inspection of that part of the Work to determine its status of completion. If ENGINEER does not consider that part of the Work to be substantially complete, ENGINEER will notify OWNER and CONTRACTOR in writing giving the reasons therefor. If ENGINEER considers that part of the Work to be substantially complete, the provisions of paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

2. No occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of paragraph 5.10 regarding property insurance.

14.06 *Final Inspection*

A. Upon written notice from CONTRACTOR that the entire Work or an agreed portion thereof is complete, ENGINEER will promptly make a final inspection with OWNER and CONTRACTOR and will notify CONTRACTOR in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. CONTRACTOR shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.07 *Final Payment*

A. *Application for Payment*

1. After CONTRACTOR has, in the opinion of ENGINEER, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, Bonds, certificates or other evidence of insurance certificates of inspection, marked-up record documents (as provided in paragraph 6.12), and other documents, CONTRACTOR may make application for final payment following the procedure for progress payments.

2. The final Application for Payment shall be accompanied (except as previously delivered) by: (i) all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by subparagraph 5.04.B.7; (ii) consent of the surety, if any, to final payment; and (iii) complete and legally effective releases or waivers (satisfactory to OWNER) of all Lien rights arising out of or Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in paragraph 14.07.A.2 and as approved by OWNER, CONTRACTOR may furnish receipts or releases in full and an affidavit of CONTRACTOR that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which OWNER or OWNER's property might in any way be responsible have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, CONTRACTOR may furnish a Bond or other collateral satisfactory to OWNER to indemnify OWNER against any Lien.

B. *Review of Application and Acceptance*

1. If, on the basis of ENGINEER's observation of the Work during construction and final inspection, and ENGINEER's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, ENGINEER is satisfied that the Work has been completed and CONTRACTOR's other obligations under the Contract Documents have been fulfilled, ENGINEER will, within ten days after receipt of the final Application for Payment, indicate in writing ENGINEER's recommendation of payment and present the Application for Payment to OWNER for payment. At the same time ENGINEER will also give written notice to OWNER and CONTRACTOR that the Work is acceptable subject to the provisions of paragraph 14.09. Otherwise, ENGINEER will return the Application for Payment to CONTRACTOR, indicating in writing the reasons for refusing to recommend final payment, in which case CONTRACTOR shall make the necessary corrections and resubmit the Application for Payment.

C. *Payment Becomes Due*

1. Thirty days after the presentation to OWNER of the Application for Payment and accompanying documentation, the amount recommended by ENGINEER will become due and, when due, will be paid by OWNER to CONTRACTOR.

14.08 *Final Completion Delayed*

A. If, through no fault of CONTRACTOR, final completion of the Work is significantly delayed, and if ENGINEER so confirms, OWNER shall, upon receipt of CONTRACTOR's final Application for Payment and recommendation of ENGINEER, and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by OWNER for Work not

fully completed or corrected is less than the retainage stipulated in the Agreement, and if Bonds have been furnished as required in paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by CONTRACTOR to ENGINEER with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

14.09 *Waiver of Claims*

A. The making and acceptance of final payment will constitute:

1. a waiver of all Claims by OWNER against CONTRACTOR, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from CONTRACTOR's continuing obligations under the Contract Documents; and

2. a waiver of all Claims by CONTRACTOR against OWNER other than those previously made in writing which are still unsettled.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

15.01 OWNER May Suspend Work

A. At any time and without cause, OWNER may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to CONTRACTOR and ENGINEER which will fix the date on which Work will be resumed. CONTRACTOR shall resume the Work on the date so fixed. CONTRACTOR shall be allowed an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if CONTRACTOR makes a Claim therefor as provided in paragraph 10.05.

15.02 *OWNER May Terminate for Cause*

A. The occurrence of any one or more of the following events will justify termination for cause:

1. CONTRACTOR's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the progress schedule established under paragraph 2.07 as adjusted from time to time pursuant to paragraph 6.04);

2. CONTRACTOR's disregard of Laws or Regulations of any public body having jurisdiction;

3. CONTRACTOR's disregard of the authority of ENGINEER; or

4. CONTRACTOR's violation in any substantial way of any provisions of the Contract Documents.

B. If one or more of the events identified in paragraph 15.02.A occur, OWNER may, after giving CONTRACTOR (and the surety, if any) seven days written notice, terminate the services of CONTRACTOR, exclude CONTRACTOR from the Site, and take possession of the Work and of all CONTRACTOR's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by CONTRACTOR (without liability to CONTRACTOR for trespass or conversion), incorporate in the Work all materials and equipment stored at the Site or for which OWNER has paid CONTRACTOR but which are stored elsewhere, and finish the Work as OWNER may deem expedient. In such case, CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by OWNER arising out of or relating to completing the Work, such excess will be paid to CONTRACTOR. If such claims, costs, losses, and damages exceed such unpaid balance, CONTRACTOR shall pay the difference to OWNER. Such claims, costs, losses, and damages incurred by OWNER will be reviewed by ENGINEER as to their reasonableness and, when so approved by ENGINEER, incorporated in a Change Order. When exercising any rights or remedies under this paragraph OWNER shall not be required to obtain the lowest price for the Work performed.

C. Where CONTRACTOR's services have been so terminated by OWNER, the termination will not affect any rights or remedies of OWNER against CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of moneys due CONTRACTOR by OWNER will not release CONTRACTOR from liability.

15.03 *OWNER May Terminate For Convenience*

A. Upon seven days written notice to CONTRACTOR and ENGINEER, OWNER may, without cause and without prejudice to any other right or remedy of OWNER, elect to terminate the Contract. In such case, CONTRACTOR shall be paid (without duplication of any items):

1. for completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. for expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;

3. for all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and

4. for reasonable expenses directly attributable to termination.

B. CONTRACTOR shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

15.04 *CONTRACTOR May Stop Work or Terminate*

A. If, through no act or fault of CONTRACTOR, the Work is suspended for more than 90 consecutive days by OWNER or under an order of court or other public authority, or ENGINEER fails to act on any Application for Payment within 30 days after it is submitted, or OWNER fails for 30 days to pay CONTRACTOR any sum finally determined to be due, then CONTRACTOR may, upon seven days written notice to OWNER and ENGINEER, and provided OWNER or ENGINEER do not remedy such suspension or failure within that time, terminate the Contract and recover from OWNER payment on the same terms as provided in paragraph 15.03. In lieu of terminating the Contract and without prejudice to any other right or remedy, if ENGINEER has failed to act on an Application for Payment within 30 days after it is submitted, or OWNER has failed for 30 days to pay CONTRACTOR any sum finally determined to be due, CONTRACTOR may, seven days after written notice to OWNER and ENGINEER, stop the Work until payment is made of all such amounts due CONTRACTOR, including interest thereon. The provisions of this paragraph 15.04 are not intended to preclude CONTRACTOR from making a Claim under paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to CONTRACTOR's stopping the Work as permitted by this paragraph.

ARTICLE 16 - DISPUTE RESOLUTION*

16.01 *Methods and Procedures*

A. Dispute resolution methods and procedures, if any, shall be as set forth in the Supplementary Conditions. If no method and procedure has been set forth, and subject to the provisions of paragraphs 9.09 and 10.05, OWNER and CONTRACTOR may exercise such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any dispute.

ARTICLE 17 - MISCELLANEOUS*

17.01 *Giving Notice*

A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

17.02 *Computation of Times*

A. When any period of time is referred to in the Contract Documents by days, it will be computed to

exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

17.03 *Cumulative Remedies*

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract Documents, and the provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.04 *Survival of Obligations*

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Agreement.

17.05 *Controlling Law*

A. This Contract is to be governed by the law of the state in which the Project is located.

SUPPLEMENTAL GENERAL CONDITIONS

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract (No. 1910-8, 1996 Edition) and other provisions of the Contract Documents as indicated below. All provisions, which are not so amended or supplemental, remain in full force and effect.

The terms used in these Supplementary Conditions will have the meanings indicated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings indicated below, which are applicable to both the singular and plural thereof.

SC-6.10 Delete paragraph 6.10 in its entirely and insert the following in its place:

The owner qualifies for the state and local tax exemption in the purchase of certain materials and equipment the Contractor shall utilize the form provided herewith in exhibit "D".

SC-11.01 Delete paragraph 11.01 in its entirety.

SC-11.02 Delete paragraph 11.02 in its entirety.

SC-12.01B.25 & B.3. Delete paragraph 12.01B.2 & B.3 in its entirety.

SC-12.01.C.2 Delete paragraph 12.01.C.2 in its entirety.

SC Article 16 Add the following language at the end of the paragraph of Article 16:

There are no dispute resolution methods and procedures set forth in the Supplemental Conditions:

GENERAL PREVAILING WAGE LEGAL REQUIREMENTS

The Contractor's attention is called to Texas Government Code Chapter 2258, which must be complied with attached herewith as Exhibit "C"

GENERAL NOTES AND STANDARD SPECIFICATIONS

ITEM 247. Flexible Base

Flexible Base Type E will be composed of caliche (argillaceous Limestone, calcareous or calcareous clay particles) and may contain stone, conglomerate, gravel, sand or granular materials when these materials are in situ with the caliche.

Blended material for Flexible Base TY E GR 4

The Contractor may blend base material with another caliche source or with crushed concrete, meeting the requirements for TY "E" materials, provided a minimum of 50% caliche is used. The crushed concrete may contain sand or granular materials. Stabilizing additives will not be allowed in the raw crushed concrete base. Acceptance will be under the following conditions:

Condition One (1): When both components of the blend in their individual stockpiles meet all the physical requirements of this Item, then field blending will be allowed.

Condition Two (2): When only one component of the blend passes the physical requirements of this Item, the materials shall be blended through a plant for stockpile testing and approval.

Flexible Base (TY E GR 4) shall conform to the following requirements:

BEFORE LIME IS ADDED

Retained on Sq. Sieve	Percent Retained
2"	0
½"	20-60
No. 4	40-75
No. 40	70-90
Max. PI:	15
Max. Wet Ball PI:	15
Wet Ball Mill Max Amount:	50
Min. Comp. Strength PSI:	150 at 15 PSI lateral pressure
Triaxial Test	Tex-117-E

The Wet Ball Test (Tex-116-E) shall be run and the Plasticity Index of the material passing the No. 40 sieve shall be determined (Wet Ball PI).

After 1% lime (laboratory) is added to unlimed material

Max PI	12
Min. Comp. Strength PSI:	180 at 15 PSI Lateral Pressure
Triaxial Test (Lime Treated)	Tex-121-E

Technical Specifications

TECHNICAL SPECIFICATIONS

ITEM	DESCRIPTION
Item 247	Flexible Base
Item 340	Hot Mix Asphaltic Concrete Pavement
Item 400	Excavation and Backfill for Structures
Item 402	Trench Excavation Protection
Item 464	Reinforced Concrete Pipe
Item 479	Adjusting Manholes and Inlets
Item 502	Barricades, Signs and Traffic Handling
Item 530	Driveways and Turnouts
Item 5010	Construction Exists
Item 5249	Temporary Sediment Control Fence

ITEM 247

FLEXIBLE BASE

247.1. Description. Construct a foundation course composed of flexible base.

247.2. Materials. Furnish uncontaminated materials of uniform quality that meet the requirements of the plans and specifications. Notify the Engineer of the proposed material sources and of changes to material sources. The Engineer may sample and test project materials at any time before compaction throughout the duration of the project to assure specification compliance. Use Tex-100-E material definitions.

A. **Aggregate.** Furnish aggregate of the type and grade shown on the plans and conforming to the requirements of Table 1. Each source must meet Table 1 requirements for liquid limit, plasticity index, and wet ball mill for the grade specified. Do not use additives such as but not limited to lime, cement, or fly ash to modify aggregates to meet the requirements of Table 1, unless shown on the plans.

Table 1
Material Requirements

Property	Test Method	Grade 1	Grade 2	Grade 3	Grade 4
Master gradation sieve size (% retained)	Tex-110-E				As shown on the plans
2-1/2 in.		–	0	0	
1-3/4 in.		0	0–10	0–10	
7/8 in.		10–35	–	–	
3/8 in.		30–50	–	–	
No. 4		45–65	45–75	45–75	
No. 40		70–85	60–85	50–85	
Liquid limit, % max.[1]	Tex-104-E	35	40	40	As shown on the plans
Plasticity index, max.[1]	Tex-106-E	10	12	12	As shown on the plans
Plasticity index, min.[1]		As shown on the plans			
Wet ball mill, % max.[2]	Tex-116-E	40	45	–	As shown on the plans
Wet ball mill, % max. increase passing the No. 40 sieve		20	20	–	
Classification[3]	Tex-117-E	1.0	1.1–2.3	–	As shown on the plans
Min. compressive strength[3], psi					As shown on the plans
lateral pressure 0 psi		45	35	–	
lateral pressure 15 psi		175	175	–	

1. Determine plastic index in accordance with Tex-107-E (linear shrinkage) when liquid limit is unattainable as defined in Tex-104-E.
2. When a soundness value is required by the plans, test material in accordance with Tex-411-A.
3. Meet both the classification and the minimum compressive strength, unless otherwise shown on the plans.

1. **Material Tolerances.** The Engineer may accept material if no more than 1 of the 5 most recent gradation tests has an individual sieve outside the specified limits of the gradation.

   When target grading is required by the plans, no single failing test may exceed the master grading by more than 5 percentage points on sieves No. 4 and larger or 3 percentage points on sieves smaller than No. 4.

   The Engineer may accept material if no more than 1 of the 5 most recent plasticity index tests is outside the specified limit. No single failing test may exceed the allowable limit by more than 2 points.

2. **Material Types.** Do not use fillers or binders unless approved. Furnish the type specified on the plans in accordance with the following.

a. **Type A.** Crushed stone produced and graded from oversize quarried aggregate that originates from a single, naturally occurring source. Do not use gravel or multiple sources.

b. **Type B.** Crushed or uncrushed gravel. Blending of 2 or more sources is allowed.

c. **Type C.** Crushed gravel with a minimum of 60% of the particles retained on a No. 4 sieve with 2 or more crushed faces as determined by Tex-460-A, Part I. Blending of 2 or more sources is allowed.

d. **Type D.** Type A material or crushed concrete. Crushed concrete containing gravel will be considered Type D material. Crushed concrete must meet the requirements in Section 247.2.A.3.b, "Recycled Material (Including Crushed Concrete) Requirements," and be managed in a way to provide for uniform quality. The Engineer may require separate dedicated stockpiles in order to verify compliance.

e. **Type E.** As shown on the plans.

3. **Recycled Material.** Recycled asphalt pavement (RAP) and other recycled materials may be used when shown on the plans. Request approval to blend 2 or more sources of recycled materials.

   a. **Limits on Percentage.** When RAP is allowed, do not exceed 20% RAP by weight unless otherwise shown on the plans. The percentage limitations for other recycled materials will be as shown on the plans.

   b. **Recycled Material (Including Crushed Concrete) Requirements.**

      (1) **Contractor Furnished Recycled Materials.** When the Contractor furnishes the recycled materials, including crushed concrete, the final product will be subject to the requirements of Table 1 for the grade specified. Certify compliance with DMS-11000, "Evaluating and Using Nonhazardous Recyclable Materials Guidelines," for Contractor furnished recycled materials. In addition, recycled materials must be free from reinforcing steel and other objectionable material and have at most 1.5% deleterious material when tested in accordance with Tex-413-A. For RAP, do not exceed a maximum percent loss from decantation of 5.0% when tested in accordance with Tex-406-A. Test RAP without removing the asphalt.

      (2) **Department Furnished Required Recycled Materials.** When the Department furnishes and requires the use of recycled materials, unless otherwise shown on the plans:
      - Department required recycled material will not be subject to the requirements in Table 1,
      - Contractor furnished materials are subject to the requirements in Table 1 and this Item,
      - the final product, blended, will be subject to the requirements in Table 1, and
      - for final product, unblended (100% Department furnished required recycled material), the liquid limit, plasticity index, wet ball mill, classification, and compressive strength is waived.

      Crush Department-furnished RAP so that 100% passes the 2 in. sieve. The Contractor is responsible for uniformly blending to meet the percentage required.

      (3) **Department Furnished and Allowed Recycled Materials.** When the Department furnishes and allows the use of recycled materials or allows the Contractor to furnish recycled materials, the final blended product is subject to the requirements of Table 1 and the plans.

   c. **Recycled Material Sources.** Department-owned recycled material is available to the Contractor only when shown on the plans. Return unused Department-owned recycled materials to the Department stockpile location designated by the Engineer unless otherwise shown on the plans.

      The use of Contractor-owned recycled materials is allowed when shown on the plans. Contractor-owned surplus recycled materials remain the property of the Contractor. Remove Contractor-owned recycled materials from the project and dispose of them in accordance with federal, state, and local regulations before project acceptance. Do not intermingle Contractor-owned recycled material with Department-owned recycled material unless approved by the Engineer.

B. **Water.** Furnish water free of industrial wastes and other objectionable matter.

C. **Material Sources.** When non-commercial sources are used, expose the vertical faces of all strata of material proposed for use. Secure and process the material by successive vertical cuts extending through all exposed strata, when directed.

247.3. Equipment. Provide machinery, tools, and equipment necessary for proper execution of the work. Provide rollers in accordance with Item 210, "Rolling." Provide proof rollers in accordance with Item 216, "Proof Rolling," when required.

247.4. Construction. Construct each layer uniformly, free of loose or segregated areas, and with the required density and moisture content. Provide a smooth surface that conforms to the typical sections, lines, and grades shown on the plans or as directed.

Stockpile base material temporarily at an approved location before delivery to the roadway. Build stockpiles in layers no greater than 2 ft. thick. Stockpiles must have a total height between 10 and 16 ft. unless otherwise shown on the plans. After construction and acceptance of the stockpile, loading from the stockpile for delivery is allowed. Load by making successive vertical cuts through the entire depth of the stockpile.

Do not add or remove material from temporary stockpiles that require sampling and testing before delivery unless otherwise approved. Charges for additional sampling and testing required as a result of adding or removing material will be deducted from the Contractor's estimates.

Haul approved flexible base in clean trucks. Deliver the required quantity to each 100-ft. station or designated stockpile site as shown on the plans. Prepare stockpile sites as directed. When delivery is to the 100-ft. station, manipulate in accordance with the applicable Items.

A. **Preparation of Subgrade or Existing Base.** Remove or scarify existing asphalt concrete pavement in accordance with Item 105, "Removing Stabilized Base and Asphalt Pavement," when shown on the plans or as directed. Shape the subgrade or existing base to conform to the typical sections shown on the plans or as directed.

   When new base is required to be mixed with existing base, deliver, place, and spread the new flexible base in the required amount per station. Manipulate and thoroughly mix the new base with existing material to provide a uniform mixture to the specified depth before shaping.

   When shown on the plans or directed, proof roll the roadbed in accordance with Item 216, "Proof Rolling," before pulverizing or scarifying. Correct soft spots as directed.

B. **Placing.** Spread and shape flexible base into a uniform layer with an approved spreader the same day as delivered unless otherwise approved. Construct layers to the thickness shown on the plans. Maintain the shape of the course. Control dust by sprinkling, as directed. Correct or replace segregated areas as directed, at no additional expense to the Department.

   Place successive base courses and finish courses using the same construction methods required for the first course.

C. **Compaction.** Compact using density control unless otherwise shown on the plans. Multiple lifts are permitted when shown on the plans or approved. Bring each layer to the moisture content directed. When necessary, sprinkle the material in accordance with Item 204, "Sprinkling."

   Begin rolling longitudinally at the sides and proceed towards the center, overlapping on successive trips by at least 1/2 the width of the roller unit. On superelevated curves, begin rolling at the low side and progress toward the high side. Offset alternate trips of the roller. Operate rollers at a speed between 2 and 6 mph as directed.

   Rework, recompact, and refinish material that fails to meet or that loses required moisture, density, stability, or finish before the next course is placed or the project is accepted. Continue work until specification requirements are met. Perform the work at no additional expense to the Department.

   1. **Ordinary Compaction.** Roll with approved compaction equipment as directed. Correct irregularities, depressions, and weak spots immediately by scarifying the areas affected, adding or removing approved material as required, reshaping, and recompacting.

   2. **Density Control.** Compact to at least 100% of the maximum density determined by Tex-113-E unless otherwise shown on the plans. Determine the moisture content of the material at the beginning and during compaction in accordance with Tex-103-E.

      The Engineer will determine roadway density of completed sections in accordance with Tex-115-E. The Engineer may accept the section if no more than 1 of the 5 most recent density tests is below the specified density and the failing test is no more than 3 pcf below the specified density.

D. **Finishing.** After completing compaction, clip, skin, or tight-blade the surface with a maintainer or subgrade trimmer to a depth of approximately 1/4 in. Remove loosened material and dispose of it at an approved location. Seal the clipped surface immediately by rolling with a pneumatic tire roller until a smooth surface is attained. Add small increments of water as needed during rolling. Shape and maintain the course and surface in conformity with the typical sections, lines, and grades as shown on the plans or as directed.

In areas where surfacing is to be placed, correct grade deviations greater than 1/4 in. in 16 ft. measured longitudinally or greater than 1/4 in. over the entire width of the cross-section. Correct by loosening, adding, or removing material. Reshape and recompact in accordance with Section 247.4.C, "Compaction."

E. **Curing.** Cure the finished section until the moisture content is at least 2 percentage points below optimum or as directed before applying the next successive course or prime coat.

247.5. Measurement. Flexible base will be measured as follows:

- **Flexible Base (Complete In Place).** The ton, square yard, or any cubic yard method.
- **Flexible Base (Roadway Delivery).** The ton or cubic yard in vehicle.
- **Flexible Base (Stockpile Delivery).** The ton, cubic yard in vehicle, or cubic yard in stockpile.

Measurement by the cubic yard in final position and square yard is a plans quantity measurement. The quantity to be paid for is the quantity shown in the proposal unless modified by Article 9.2, "Plans Quantity Measurement." Additional measurements or calculations will be made if adjustments of quantities are required.

Measurement is further defined for payment as follows.

A. **Cubic Yard in Vehicle.** By the cubic yard in vehicles of uniform capacity at the point of delivery.

B. **Cubic Yard in Stockpile.** By the cubic yard in the final stockpile position by the method of average end areas.

C. **Cubic Yard in Final Position.** By the cubic yard in the completed and accepted final position. The volume of base course is computed in place by the method of average end areas between the original subgrade or existing base surfaces and the lines, grades, and slopes of the accepted base course as shown on the plans.

D. **Square Yard.** By the square yard of surface area in the completed and accepted final position. The surface area of the base course is based on the width of flexible base as shown on the plans.

E. **Ton.** By the ton of dry weight in vehicles as delivered. The dry weight is determined by deducting the weight of the moisture in the material at the time of weighing from the gross weight of the material. The Engineer will determine the moisture content in the material in accordance with Tex-103-E from samples taken at the time of weighing.

When material is measured in trucks, the weight of the material will be determined on certified scales, or the Contractor must provide a set of standard platform truck scales at a location approved by the Engineer. Scales must conform to the requirements of Item 520, "Weighing and Measuring Equipment."

247.6. Payment. The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for the types of work shown below. No additional payment will be made for thickness or width exceeding that shown on the typical section or provided on the plans for cubic yard in the final position or square yard measurement.

Sprinkling and rolling, except proof rolling, will not be paid for directly but will be subsidiary to this Item unless otherwise shown on the plans. When proof rolling is shown on the plans or directed, it will be paid for in accordance with Item 216, "Proof Rolling."

Where subgrade is constructed under this Contract, correction of soft spots in the subgrade will be at the Contractor's expense. Where subgrade is not constructed under this project, correction of soft spots in the subgrade will be paid in accordance with pertinent Items or Article 4.2, "Changes in the Work."

A. **Flexible Base (Complete In Place).** Payment will be made for the type and grade specified. For cubic yard measurement, "In Vehicle," "In Stockpile," or "In Final Position" will be specified. For square yard measurement, a depth will be specified. This price is full compensation for furnishing materials, temporary stockpiling, assistance provided in stockpile sampling and operations to level stockpiles for measurement, loading, hauling, delivery of materials, spreading, blading, mixing, shaping, placing, compacting, reworking, finishing, correcting locations where thickness is deficient, curing, furnishing scales and labor for weighing and measuring, and equipment, labor, tools, and incidentals.

B. **Flexible Base (Roadway Delivery).** Payment will be made for the type and grade specified. For cubic yard measurement, "In Vehicle" will be specified. The unit price bid will not include processing at the roadway. This price is full compensation for furnishing materials, temporary stockpiling, assistance provided in stockpile sampling and operations to level stockpiles for measurement, loading, hauling, delivery of materials, furnishing scales and labor for weighing and measuring, and equipment, labor, tools, and incidentals.

C. **Flexible Base (Stockpile Delivery).** Payment will be made for the type and grade specified. For cubic yard measurement, "In Vehicle" or "In Stockpile" will be specified. The unit price bid will not include processing at the roadway. This price is full compensation for furnishing and disposing of materials, preparing the stockpile area, temporary or permanent stockpiling, assistance provided in stockpile sampling and operations to level stockpiles for measurement, loading, hauling, delivery of materials to the stockpile, furnishing scales and labor for weighing and measuring, and equipment, labor, tools, and incidentals.

SPECIFICATION AS PER HIDALGO COUNTY For Colonia Program

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Hot Mix Asphaltic Concrete Pavement

PART 1 - GENERAL

1.01 DESCRIPTION:

A. Hot mix asphalt concrete (HMAC) pavement shall consist of a binder course, a leveling up course, a surface course or a combination of the courses as shown on the plans, or as directed by the ENGINEER.

B. HMAC pavement shall be composed of a compacted mixture of mineral aggregate and asphaltic material, constructed on previously completed and approved subgrade, subbase course, base course, or existing pavement.

C. HMAC pavement shall be in accordance with the specifications herein and in conformity with the lines, grades, quantities and typical sections in the contract and/or as directed by the ENGINEER.

1.02 QUALITY CONTROL:

A. HMAC pavement and its constituent part shall conform to the ASTM, AASHTO and/or Texas SDHPT test methods noted below.

PART 2 - PRODUCTS

2.01 ASPHALTIC MATERIALS:

A. Asphalt cement binders shall be uncracked petroleum asphalt and shall be carefully refined, by steam, vacuum, or solvent, from asphaltic or semi-asphaltic base crude petroleum at a temperature not to exceed 700 degrees F. Asphalt cements shall be free from thermal decomposition products and shall not be blended with any materials which have been subjected to cracking or produced from a crude petroleum source other than that of the original material. The asphalt cement shall not contain residues from non-asphaltic sources. Asphalt cement shall be homogeneous, free from water, and shall not foam when heated to 347 degrees F.

B. Paving asphalt shall be classified by penetration or viscosity and shall conform to the requirements set forth in one of the following tables as designated by the ENGINEER. The CONTRACTOR may supply asphalt meeting the requirements of one of the following tables provided that he obtains prior approval of the ENGINEER and with the provision that once approval has been obtained, that the CONTRACTOR will remain with that grade throughout the project.

TABLE 02612-1

Specification Designation	AASHTO Test Method	ASTM Test Method	40 to 50	60 to 70	85 to 100	120 to 150	150 to 200	200 to 250
Flash Point (Open cup) Min.	T48	D92	450	450	450	425	350	
Penetration of Orig. Sample at 77	T49	D5	40 to 50	60 to 70	85 to 100	120 to 150	150 to 200	200 to 250

Thin-Film Oven Loss, Hours at 325 F, % Max	T179	D1754	0.75		0.75		0.75	0.75	1.00	1.00
Test of Residue from Thin-Film Oven Test: % of Orig. Pen., Min.	T49	D5	52	50	50	50	50	50		
Ductility at 77 F, cm. after Loss at 325 F, Min.	T51	D113	50	50	100	100	100	100		
Solubility in CC1 4 Min.	T44*	None	99.5	99.5	99.5	99.5	99.5	99.5		
Reaction to Spot Test	T102**	None	-0-	-0-	-0-	-0-	-0-	-0-		

* Procedure No. 1 with CC1 4 substituted for CS2.

** Using 85% Standard Naphtha Solvent and 15% xylene.

TABLE 02612-2

TYPE-GRADE	OA-30 Min.	OA-30 Max	OA-175*8 Min.	OA-175*8 Max	OA-400 Min.	OA-400 Max
Penetration at 32 F, 200g., 60 sec	15	--	--	--	--	--
Penetration at 77 F, 100g., 5 sec	25	35	150	200	--	--
Penetration at 115 F, 50g., 5 sec	--	65	--	--	--	--
Ductility at 77 F, 5 Original OA	2	--	70	--	--	--
Flash Point C.O.C.,F	450	--	425	--	425	--
Softening Point, R.&B.,F	185	--	95	130	--	--
Thin Film Oven Test, 1/8 in.Film 50 g., 5hrs.,325 F, % Loss by wt	--	0.4	--	1.4	--	2.0
Penetration of Residue, at 77 F, 100g., 5 sec. % of Original Pen	--	--	40	--	--	--
Ductility of Residue at 77 F, 5						

cm/min., cms	–	–	–	100	–	–						
Solubility in Trichloroethylene, %	99.0	–	99.0	–	99.0	–						
Spot Test on Original OA	Neg.		Neg.		Neg.							
Float Test at 122 F, sec	–	–	–	–	120	150						
Test on 85 to 115 Pen.Residue*												
Residue by Wt., %	–	–	–	–	75	–						
Ductility, 77 F, 5 cm/min:												
Original Res., cms	–	–	–	–	100	–						
Subjected to Thin Film Test, cms	–	–	–	–	100	–						

*Determined by Vacuum Distillation (by evaporation if unable to reduce by vacuum).

**For use with Latex Additive only.

TABLE 02612-3

PROPERTIES	AC-1.5		AC-3		AC-5		AC-10		AC-20		AC-20	
	MIN	MAX	MIN	MAX	MIN	MAX	MIN	MAX	MIN	MAX	MIN	MAX
Viscosity, 140F Stokes	150	50	300	100	500	100	1000	200	2000	400	4000	800
Viscosity, 275 F stokes.....	0.7	–	1.1	–	1.4	–	1.9	–	2.5	–	3.5	–
Penetration, 77 F 100 g, 5 sec..	250	–	210	–	135	–	85	–	55	–	35	–
Flash Point, C.O.C.,F....	425	–	425	–	425	–	450	–	450	–	450	–
Solubility in trichloroethylene, percent....	99.0	–	99.0	–	99.0	–	99.0	–	99.0	–	99.0	–
Test on residues from thin film oven test: Viscosity, 140F stokes.....	–	450	–	900	1500	–	3000	–	6000	–	–	12000
Ductility, 77 F, 5 cms per min,cms	100	–	100	–	100	–	70	–	50	–	30	–
Spot test....	Negative for all grades											

C. A minimum of two percent, by weight, latex additive (solids basis) shall be added to the OA-175 Asphalt or to AC-5 Asphalt when specified in the contract. The latex additive shall be governed by the following specifications:

The latex is to be an anionic emulsion of butadiene-styrene low-temperature copolymer in water, stabilized with fatty-acid soap so as to have good storage stability, and possessing the following properties:

Monomer ratio, B/S	70/30
Minimum solids content	67%
Solids content per gal.@ 67%	5.3 lbs.
Coagulum on 80-mesh screen	0.01% max.
Type Anti-oxidant	staining
Mooney viscosity of Polymer(M/L 4@212F)	100 min.
pH of Latex	9.4 - 10.5
Surface tension	28-42 dynes/cm2

The finished latex-asphalt blend shall met the following requirements:

Viscosity at 140 F, stokes	1500 max.
Ductility at 39.2 F. 1 cm. per., cm	100 min.

D. Asphalt content shall be within the limits noted below:

HMAC Type	Percent of Mixture by Weight	Percent of Mixture by Volume
"D"	4.0 - 8.0	9.0 - 19.0

E. At the time of delivery of each shipment of asphalt, the vendor supplying the material shall deliver to the purchaser certified copies of the test report which shall indicate the name of the vendor, type and grade of asphalt delivered, date and point of delivery, quantity delivered, delivery ticket number, and results of the above-specified tests. The test report shall be certified and signed by an authorized representative of the vendor that the product delivered conforms to the specifications for the type and grade indicated.

F. Until the certified test reports and samples of the material have been checked by the ENGINEER to determine their conformity with the prescribed requirements, the material to which such report relates an any work in which it may have been incorporated as an integral component will be only tentatively accepted by the County and/or City. Final acceptance will be dependent upon the determination of the ENGINEER that the material involved fulfills the requirements prescribed therefor. The certified test reports and the testing required in connection with the reports will be at the expense to the County and/or City.

G. Unless otherwise specified in these specifications or in the Supplementary Specifications, the various grades of paving asphalt shall be applied at a temperature range of from 210 F, the exact temperature to be determined by the ENGINEER.

H. Paving asphalt shall be heated in such a manner that steam or hot oils will not be introduced directly into the paving asphalt during heating. The CONTRACTOR shall furnish and keep on the site, at all times, an accurate thermometer suitable for determining the temperature of the paving asphalt.

I. HMAC asphalt shall be the grade having the highest penetration, within specified limits, to produce a mix having a maximum stability of the compacted mixtures.

J. Only one (1) grade of asphalt 64-22 (AC-20) shall be required unless otherwise shown on the plans or as required by the ENGINEER.

2.02 AGGREGATES:

A. HMAC aggregate will be tested in accordance with the following test:

AASHTO T-30 Mechanic Testing
AASHTO T-27 Passing No. 200 Sieve
AASHTO T-89 Liquid Limit
AASHTO T-96 Los Angeles Abrasion
AASHTO T-104 Soundness (Magnesium Sulfate)
ASTM C – 131 Resistance to Degradation
ASTM C – 136 Sieve Analysis
ASTM C – 2419 Sand Equivalence Value
SDHPT Tex - 106-EMethod of Calculating Plasticity Index of Solids
SDHPT Tex-217 – F(I & II) Determination of Deleterious Materials and Decantation Test
SDHPT Tex-203 – FQuality Tests for Mineral Aggregates

B. Aggregates shall have an abrasion of not more than 40 for all course except the non-skid surface course, which shall have an abrasion of not more than 35.

C. When property proportioned, HMAC aggregate shall produce a gradation which will conform to the limitations for classification for HMAC type shown below, or as directed by the ENGINEER.

D. **Course aggregate to be crushed limestone rock or crushed gravel with hydrated lime or limestone filler. (Crushed gravel shall be per Highway Department Specifications.)**

E. Binder aggregate to be composed of not less then 15% field sand or as directed by the engineer.

4. Type "D" - Fine Graded Surface Course

	Percent Aggregate by Weight or Volume
Passing 1/2" sieve	to 100
Passing 3/8" sieve	85 to 100
Passing 3/8" sieve, retained on No.4 sieve	21 to 53
Passing No.4 sieve, retained on No.10 sieve	11 to 32
Total retained on No.10 sieve	54 to 74
Passing No.10 sieve, retained on No.40sieve	6 to 32
Passing No.40 sieve, retained on No.80sieve	4 to 27
Passing No.80 sieve,retained on No.200sieve	3 to 27
Passing No.200 sieve	1 to 8

2.03 PRIME COAT:

A. Prime coat, when specified on the plans, or as directed by the ENGINEER, shall be in accordance with Section 02610 - Prime Coat, and as specified herein.

B. Prime coat shall be applied to surfaces of bases at least 12 hours prior to placing the HMAC unless otherwise directed by the ENGINEER.

C. Asphalt prime shall be applied uniformly at the rate of 0.20 to 0.30 gallon per square yard or as directed by the ENGINEER. It shall be applied only when permitted by the ENGINEER and when the air temperature is 40 F and rising.

D. In order to prevent lapping at the junction of two applications, the distributor shall be promptly shut off. A hand spray shall be used to touch up all spots unavoidably missed by the distributor.

E. Immediately prior to application of the asphalt prime, an inspection will be made by the ENGINEER to verify that the base course has been constructed as specified. Also, all loose and foreign material shall be removed by light sweeping. Material so removed shall not be mixed with cover aggregate.

F. The surface to be primed shall be in a smooth an well-compacted condition, true to grade and cross section, and free from ruts and inequalities.

G. The pressure distributor used for applying prime coat material shall be equipped with pneumatic tires and shall be so designed and operated as to distribute the prime material in a uniform spray without atomization, in the amount an between the limits of temperature specified. It shall be equipped with a speed tachometer registering feet per minute and so located as to be visible to the truck driver to enable him to maintain the constant speed required for application at the specified rate.

H. The pressure distributor shall be equipped with a tachometer registering the pump speed, pressure gauge, and a volume gauge. The rates of application shall not vary from the rates specified by the ENGINEER by more than 10%. Suitable means for accuracy indicating at all times the temperature of the prime material shall be provided. The thermometer well shall be so placed as not to be in contact with a heating tube.

I. The distributor shall be so designed that the normal width of application shall be not less than 6 feet, with provisions for the application of lesser width when necessary. If provided with heating attachments, the distributor shall be so equipped and operated that the prime material shall be circulated or agitated through the entire heating process.

J. The asphalt prime coat should preferably be entirely absorbed by the base course and, therefore, require no sand cover. If, however, it has not been completely absorbed prior to the start of placing the asphalt concrete mixture and in the meantime it is necessary to permit traffic thereon, just sufficient sand shall be spread over the surface to blot up the excess liquid asphalt and prevent picking it up under traffic. Also, sand shall be used in areas where traffic may pass over the prime coat. Prior to placing the asphalt concrete, loose or excess sand shall be swept from the base. If a sand cover is specified in the Supplementary Specifications or noted on the plans to cover asphalt prime, it shall be applied within 4 hours after the application of said prime coat, unless otherwise ordered by the ENGINEER.

K. Liquid asphalt shall be prevented from spraying upon adjacent pavements, structures, guard rails, guide posts, culvert markers, trees, and shrubbery that are not to be removed; adjacent property and improvements; and other facilities or that portion of the traveled way being used by traffic.

L. The CONTRACTOR shall protect the prime coat against all damage and markings, both from and other traffic. Barricades shall be placed where necessary to protect the prime coat. If, after prime coat has been applied satisfaction of the ENGINEER and has bee accepted by him, it is distributed by negligence on the part of the CONTRACTOR, it shall be restored at his expense to its condition at the time of acceptance. No material shall be placed until the prime coat is in a condition satisfactory to the ENGINEER.

2.04 TACK COAT:

A. If the asphalt concrete pavement is being constructed directly upon an existing hard-surfaced pavement, a tack coat shall be evenly and uniformly applied to such existing pavement proceeding the placing of the asphalt concrete. The surface shall be free of water, all-foreign material, or dust when the tack coat is applied. No

greater area shall be treated in any one day than will be covered by the asphalt concrete during the same day. Traffic will not be permitted over tack coating.

B. Tack coat for HMAC shall consist of either rapid curing cut-back asphalt RC-2 diluted by addition of (not to exceed 15 percent by volume) an approved grade of gasoline and/or kerosene; emulsified asphalt, EA-11M diluted with 50 percent water, or a cut-back asphalt made by combining 50 to 70 percent of the asphaltic materials specified for the paving mixture with 30 to 50 percent gasoline and/or kerosene by volume.

C. Tack coat shall conform to the requirements of Section 02620 - Tack Coat, or as specified herein.

D. Application rate shall be 0.10 to 0.15 gallons per square yard as directed by the ENGINEER.

E. A similar tack coat shall be applied to the surface of any course if, in the opinion of the ENGINEER, the surface is such that a satisfactory bond cannot be obtained between it and the succeeding course.

F. When required, the contact surfaces of all cold pavement joints, curbs, gutters, manholes, and the like shall be painted with a tack coat immediately before the adjoining asphalt concrete is placed. Asphalt tack coat shall be applied in controlled amounts as shown on the plans or determined by the ENGINEER. Surfaces where a tack coat is required shall be cleaned to the satisfaction of the ENGINEER before the tack coat is applied.

2.05 MINERAL FILLER:

A. Mineral filler, other than hydrated lime, shall consist of a thoroughly dry stone dust, portland cement or other mineral dust approved by the ENGINEER.

B. The mineral filler shall be free from foreign or other deleterious matter.

C. When tested by the method outlined in SDHPT Test Method Tex-200-F (Part 1 or 3), mineral filler shall meet the following gradations by weight:

Passing No. 30 Sieve	95-100%
Passing No. 80 Sieve	75%
Passing No. 200 Sieve	55%

2.06 Anti-Stripping compound, as required in the job mix formula, shall be furnished in the amounts calculated therein. Lime 1% by wt. of aggregate.

2.07 JOB MIX FORMULA:

A. A job mix formula based on representative samples, including filler if required, shall be determined by the ENGINEER, or submitted by the CONTRACTOR for approval of the ENGINEER.

B. The resultant job mix formula shall be within the master range for the specified type of HMAC.

C. The job mix formula for each mixture shall established a single percentage of aggregate passing each required sieve size, and a single percentage of bituminous material to be added to the aggregate and shall provide for 3 to 5% air voids in the resultant design mix.

During the mix design process the ENGINEER will consider other factors, in addition to air voids and Marshall stability, such as durability, water resistance and asphalt film thickness when developing the mix design.

D. After the job mix formula is established, mixtures for the project shall conform thereto within the following tolerances which may fall outside of the specified master range:

.....Percent by Weight or
.....Volume as Applicable

Passing 1-3/4" sieve, retained on 7/8" sieve	Plus or minus 5
Passing 7/8" sieve, retained on 3/8" sieve	Plus or minus 5
Passing 5/8" sieve, retained on 3/8" sieve	Plus or minus 5
Passing 3/8" sieve, retained on No.4 sieve	Plus or minus 5
Passing No.4 sieve, retained on No.10 sieve	Plus or minus 5
Total retained on No.10 sieve	Plus or minus 5
Passing No.10 sieve, retained on No.40 sieve	Plus or minus 3
Passing No.40 sieve, retained on No.80 sieve	Plus or minus 3
Passing No.80 sieve, retained on No.200 sieve	Plus or minus 3
Passing No.200 sieve	Plus or minus 3
Asphaltic Material wt or 1.2 by vol.	Plus or minus 0.05 by
Mixing Temperature	Plus or minus 20 F

E. Asphaltic mixture shall be tested in accordance with SDHPT Test Method Tex-200-4 (Part I or Part III) and shall have the following laboratory values:

	Surface Course	Base Course
Density– Minimum	95%	95%
Maximum	99%	99%
Optimum	97%	97%
Voids	3 - 7%	4 - 7%
Voids Filled With Asphalt	75 - 85%	65 - 80%
Sand Equivalent	45	45

Combined mineral aggregate prior to additional of asphalt and mineral.

2.08 EQUIPMENT:

A. All equipment for the handling of all material, mixing, and placing of HMAC shall be in accordance with the provisions of Texas SDHPT Item 340.

2.09 STOCKPILING, STORAGE, PROPORTIONING AND MIXING:

A. Stockpiling, storage proportioning and mixing operations shall be in accordance with the Provisions of Texas SDHPT Item 340.

PART 3 - EXECUTION

3.01 WEATHER AND TEMPERATURE LIMITATIONS:

A. Asphaltic mixture, when placed with a spreading and finishing machine, or the tack coat shall not be placed when the air temperature is 50 F and falling, but may be placed when the air temperature is 40 F and rising.

B. Asphaltic mixture, when placed with a motor grader, shall not be placed when the air temperature is 60 F and falling, but may be placed when the air temperature is 50 F and rising.

C. Mat thicknesses of 1½ inches and less shall not be placed when the temperature on which the mat is to be laid is below 50 F.

D. No tack coat or asphaltic mixture shall be placed when the humidity, general weather conditions and temperature and moisture condition of the base, in the opinion of the ENGINEER, are unsuitable.

D. If, after being discharged from the mixer and prior to placing, the temperature of the asphaltic mixture is 50 F or more below the temperature established by the ENGINEER, all or any part of the load may be rejected and payment will not be made for the rejected material.

3.02 EQUIPMENT:

A. Hauling Equipment:

1. Trucks used for hauling asphaltic mixtures shall have tight, clean, smooth metal beds which have been thinly coated with a minimal amount of paraffin oil, lime slurry, tine solution or other approved material to prevent mixture adhesion to the bed.
2. The dispatching of hauling equipment shall be arranged so that all material delivered may be placed and all rolling completed during daylight hours, unless otherwise directed by the ENGINEER.

3. All trucks shall be equipped with a cover of canvas, or other suitable material to protect the mixture from weather or on hauls where the temperature of the mixture will fall below specified level. Use of covers will be as directed by the ENGINEER.

B. Rollers:

1. Pneumatic Tile Roller. This roller shall consist of not less than seven pneumatic tire wheels, running on axles in such manner that the rear group of tires shall cover the entire gap between adjacent tires of the forward group; mounted in a rigid frame; and provided with a loading platform or body suitable for ballast loading. The front axle shall be attached to the frame in such manner that the roller may be turned within a minimum circle. The tire shall afford surface contact pressures up to 90 pounds per square inch or more. The roller shall be so constructed as to operate in both a forward and a reverse direction with suitable provisions for moistening the surface of the tires while suitable provisions for moistening the surface of the tires while operating; and shall be approved by the ENGINEER.

2. Two Axle Tandem Roller. This roller shall be acceptable power-driver, steel-wheel, tandem roller weighing not less than eight tons. It must operate in forward and reverse directions; contain provision for moistening the surface of the wheels while in motion; and shall be approved by the ENGINEER.

3. Three Wheel Roller. This roller shall be an acceptable power- driven, all steel three wheel roller weighing not less than 10 tons. It must operate in forward and reverse directions; contain provisions for moistening the surface of the wheel while in motion; and shall be approved by the ENGINEER.

4. Vibratory Steel Wheel Roller. If approved for use by the OWNER, this roller shall have a minimum weight of six tons. The compactor shall be equipped with amplitude and frequency controls and shall be specifically designed to compact the material on which it is used. It shall be operated in accordance with the manufacturer's recommendations.

C. Straight Edges:

1. The CONTRACTOR shall provide an acceptable 16-foot straight- edges for surface testing. Satisfactory templates shall be provided as required by the ENGINEER.

D. Spreading and Finishing Machine:

1. Bituminous pavers shall be self-contained, power-propelled units, provided with an activated screed or a strike-off assembly, heated if necessary, and capable of spreading and finishing courses of bituminous plant mix material in lane widths applicable to the specified typical section and thickness shown on the plans.

2. The paver shall be equipped with a receiving hopper having sufficient capacity for a uniform spreading operation. The hopper shall be equipped with a distribution system to place the mixture uniformly in front of the screed. Design will be such that no part of the truck weight will be supported by the paver.

3. The screed or strike-off assembly shall effectively produce a finished surface of the required evenness and texture without tearing, shoving or gouging the mixture. When laying mixtures, the paver shall be capable of being operated at forward speeds consistent with satisfactory laying of the mixture. The screed shall be adjustable for both height and crown and shall be equipped with a controlled heating device.

4. The bituminous paver shall be equipped with an automatic leveling device controlled from an external guide. The initial pass for each course shall be made using a paver equipped with a 40-foot minimum external reference, except that this requirements will not apply when asphalt concrete is placed adjacent to portland cement concrete pavement. Subsequent passes may utilize the matching device of one foot minimum length riding on the adjacent lay.

3.03 CONSTRUCTION METHODS:

A. Spreading and Finishing:

1. The asphalt concrete mixture shall be laid on the approved surface, spread and struck off to the grade and elevation established. It shall be spread and compacted in layers as shown on the plans or as directed by the ENGINEER. Bituminous pavers shall be used to distribute the mixture either over the entire width or over such partial width as may be practicable.

2. The ENGINEER will determine a minimum placement temperature within a range from 220 F to 300 F which will produce the required density. The established placement temperature, which is measured immediately behind the laydown machine, shall not vary more than 20 F. If. after being discharged from the mixer and prior to placing, the temperature of asphaltic mixture is 50 F or more below the temperature established by the Engineer, all or any part of the load may be rejected and payment will not be made for rejected material.

3. A conventional paver or suitable equipment approved by the ENGINEER may be used t place asphalt concrete material on shoulders depressed from the traveled lanes in order to established a uniform typical section. Approval of the equipment used will be based upon the results obtained.

4. The asphalt concrete may be dumped from the hauling vehicles directly into the paving machine or it may be dumped upon the surface being paved and subsequently loaded into the paving surface being paved and subsequently loaded into the paving machine; however, no asphaltic concrete shall be dumped from the hauling vehicles at a distance greater than 250 feet in front of the paving machine. When asphaltic concrete is dumped first upon the surface being paved, the loading equipment shall be self-supporting and shall not exert any vertical load on the paving machine. Substantially all of the asphaltic concrete dumped shall be picked up and loaded into the paving machine.

5. To achieve, as far as practicable, a continuous operation, the speed of the paving machine shall be coordinated with the production of the plant. Sufficient hauling equipment shall be available to insure continuous operation.

6. The control system shall control the elevation of the screed at each end by controlling the elevation of one end directly and the other indirectly either through controlling the transverse slope or alternately when directed, by controlling the elevation of each end independently, including any screed attachment used for widening, etc. Failure of the control system to function properly shall be cause for the suspension of the asphaltic concrete operations.

7. When dumping directly into the paving machine from trucks, care shall be taken to avoid jarring the machine or moving it out of alignment.

8. All courses of asphaltic concrete shall be placed and finished by means of self-propelled paving machines except under certain conditions or at certain locations where the ENGINEER deems the use of self-propelled paving machines impracticable.

9. Self-propelled paving machines shall spread the asphaltic concrete without segregation or tearing within the specified tolerances, true to the line, grade, and crown indicated on the plans. Pavers shall be equipped with hoppers and augers which will place the asphaltic concrete evenly in front of adjustable screeds without segregation. Screeds shall include any strike-off device operated by tamping or vibrating action which is effective without tearing, shoving or gouging the asphaltic concrete and which produces a finished surface of an even and uniform texture for the full width being paved. Screeds shall be adjustable as to height and crown and shall be equipped with a controlled heating device for use when required.

10. On areas where irregularities or unavoidable obstacles make the use of mechanical spreading and finishing equipment impracticable, the mixture shall be spread, raked, fluted and compacted with hand tools. For such areas the mixture shall be dumped, spread and screed to give the required compacted thickness.

B. Compaction:

1. Rolling with the 3-wheel and tandem roller shall start longitudnally at the sides and proceed toward the center of the surface course, overlapping on successive trips by at least half the width of the rear wheels.

2. Alternate trips of the roller shall be slightly different in length.

3. Rolling with a pneumatic tired roller shall be as directed by the ENGINEER.

4. Rolling shall continue with no further compression can be obtained and all roller marks are eliminated.

5. The motion of the roller shall be slow enough at all times to avoid displacement of asphaltic materials. If displacement occurs, it shall be corrected immediately by use of rakes and fresh asphaltic mixtures, where required.

6. The roller shall not be allowed to stand on the surface course when it has not been fully compacted and allowed to cool.

7. To prevent adhesion of the surface course to the roller, the wheels shall be kept thoroughly moistened with water; however, excess water shall not be allowed.

8. All precautions shall be taken to prevent dripping of gasoline, oil, grease, or other foreign substances on the surface or base courses during rolling operations or while rollers are standing.

9. With the approval of the ENGINEER, a vibratory steel wheeled roller may be substituted for the 3-wheel roller and tandem roller.

10. Along forms, curbs, headers, walls and other places not accessible to the rollers, the mixture shall be thoroughly compacted with hot hand tampers, smoothing irons, or with mechanical tampers. On depressed areas, a trench roller may be used or cleated compression strips may be used under the roller to transmit compression to the depressed area.

11. Any mixture that becomes loose, broken, mixed with dirt, segregated, or is in any way defective shall be removed and replaced with fresh hot bituminous mixture, which shall be compacted to conform with the surrounding area. Any area showing excess or deficiency of bituminous material shall be corrected immediately as directed by the ENGINEER.

C. In-Place Density:

1. In-place density shall be required for all mixtures except thin irregular depth leveling courses.

2. Each course, after final compaction, shall have a density of not less than 96 percent of the density developed in the laboratory test method outlined in Texas SDHPT Bulletin C-14.

3. Density shall be determined with a portable nuclear test device in conformity with ASTM D-2950.76.

4. Calibration of the portable nuclear device will be established by the ENGINEER from cut pavement samples tested in accordance with AASHTO T-166 (weight, volume method). The density readings of the cut pavement samples determined in accordance with AASHTO T-166 (weight, volume method), and the density readings of the pavement samples determined by the portable nuclear test device in conformity with ASTM D 2950 will be correlated by the ENGINEER.

5. Other methods of determining in-place density may be used as deemed necessary by the ENGINEER.

2. 6. It is intended that acceptance density testing will be done while the bituminous mixture is hot enough to permit further compaction if necessary. If the density of an acceptance section does not meet the specified requirements, the CONTRACTOR shall continue the compaction effort until the optimum density is obtained, but rolling for any compactive effort will not be allowed when the temperature of the mix is below 175 F unless authorized in writing by the ENGINEER. Rerolling the paved surface after it has initially cooled will not be allowed. Regardless of the method of compaction control followed, all rolling shall be completed before the mixture temperature drops below 175 F.

7. If in-place density tests of the mixture produce a value lower than specified and in the opinion of the ENGINEER is not due to a change in the quality of the material, production may proceed with subsequent changes in the mix and/or construction procedures until in-place density equals or exceeds the specified density.

8. In-place density tests will be provided by the ENGINEER unless otherwise specified.

D. Joints:

1. Placing of the asphalt concrete shall be as continuous as possible. Rollers shall not pass over the unprotected end of a freshly laid mixture unless authorized by the ENGINEER.

2. When plant mix bituminous pavement is placed over plant mix bituminous treated base or when plant mixed seal coat is placed over plant mix bituminous pavement, longitudinal joints shall be staggered at least 6 inches with relation to the longitudinal joints of the underlying course.

3. Transverse joints shall have a two foot or 12:1 minimum taper. Longitudinal joints shall have a one foot or 6:1 minimum taper. All transverse tapers shall be cut and squared off prior to commencing new work. Tapered longitudinal joints from previous operations shall be cleaned and tack coated if directed by the ENGINEER. All joints shall be completely bonded. The surface of each course at all joints shall be smooth and shall not show any deviations in excess of 3/16 of an inch when tested with a 10-foot straightedge in any direction.

4. When paving under traffic the CONTRACTOR shall plan his daily surfacing operations on a schedule which will result in not more than one (1) day's operation of exposed longitudinal joints.

5. The longitudinal joints shall not have a height greater than two (2) inches and shall not be left exposed longer than 24 hours.

E. Surface Tolerance:

1. Upon completion, the pavement shall be true to grade and cross section. Except at intersections or any changes of grade, when a 16 foot straight edge is laid on the finished surface parallel to the centerline of the roadway, the surface shall not vary from the edge of the straight edge more than 1/16-inch per foot. Areas that are not within this tolerance shall be brought to grade immediately following the initial rolling. After the completion of final rolling, the smoothness of the course shall be checked, and the irregularities that exceed the specified tolerances or that retain water on the surface shall be corrected by removing the defective work and replacing with new material as directed by the ENGINEER at the expense of the CONTRACTOR.

F. Manholes and Valve Covers:

1. Manhole frames and valve covers shall be adjusted prior to placing the surface course.

G. Compacted Thickness of HMAC Surface and Base Courses:

1. Surface Courses. The compacted thickness or depth of the asphaltic concrete surface course shall be as shown on the plans. Where the plans require a depth or thickness of the surface course greater than two inches compacted depth, same shall be placed in multiple courses of equal depth, each of which shall not exceed two inches compacted depth. If, in the opinion of the ENGINEER, an additional tack coat is considered necessary between any of the multiple courses, it shall be applied at the rate as directed.

2. Base Courses. The compacted thickness or depth of each base course shall be as shown on the plans. Where the plans require a depth or thickness of the course greater than 4 inches, same shall be accomplished by constructing multiple lifts of approximately equal depth, each of which shall not exceed these maximum compacted depths. If, in the opinion of the ENGINEER, an additional tack coat is considered necessary between any of the multiple lifts, it shall be applied as hereinbefore specified and at the rate as directed.

H. Pavement Thickness Tests:

1. Pavement Thickness Test. Upon completion of the work and before final acceptance and final payment shall be made, pavement thickness test shall be made by the ENGINEER or his authorized representative unless otherwise specified in the special provisions or in the plans. The number and location of tests shall be at the discretion of the ENGINEER. The cost for the initial pavement thickness test shall be at the expense of the ENGINEER. In the event a deficiency in the thickness of pavement is revealed during normal testing operations, subsequent tests necessary to isolate the deficiency shall be at the CONTRACTOR's expense. The cost for the additional coring test shall be at the same rate charged by commercial laboratories.

I. Roadway Density

1. Roadway density shall meet requirements as outlined in the follows. One density test will be taken every 1000' which ever is less or as directed by the Engineer. The density shall be with in the limits of max 98% and min 91%. The QC/QA target density will be 96%. If, the first density test fails and additional four will be taken as director by the Engineer. When the average of five densities tests results fail to meet the specification the asphalt shall be removed and replaced to meet specification requirements as ordered by the ENGINEER.

PART 4 - MEASUREMENT AND PAYMENT

4.01 INCIDENTAL WORK:

A. Prime coat, anti-stripping compound, where used and tack coat shall not be measured for direct payment, but shall be considered as subsidiary work pertaining to the placing of asphaltic mixtures of the contract price.

4.02 MEASUREMENT:

A. Hot-mix asphalt concrete material shall be measured by the ton of 2,000 pounds or by the square yard of the type or types used in the completed and accepted work or as shown on the bid proposal form. Should no item be provided in bid proposal form, all work shall be subsidiary to all the items of the bid.

B. Weight shall be determined by a certified scale approved by the OWNER and recorded serially numbered weight tickets, identifying the vehicle and presented to the ENGINEER's representative on the job.

4.03 PAYMENT:

A. Work performed and materials furnished, as prescribed by this item, measured as provided herein, shall be paid at the unit bid price per ton or square yard for the type or types of hot mix asphalt concrete pavement shown on the proposal.

B. Unit bid price shall be payment in full for quarrying; furnishing all materials; for all heating; mixing; hauling; cleaning existing base course or pavement; placing asphaltic mixtures; rolling and finishing; and for all labor, tools, equipment and incidentals necessary to complete the work, including the work and materials involved in the application of prime coat and tack coat.

END OF SECTION

Project Number: BORDER COLONIA ACCESS PROGRAM

County: HIDALGO COUNTY PRECINCT #3

Highway: VARIOUS SUBDIVISIONS

ITEM 400

EXCAVATION AND BACKFILL FOR STRUCTURES

400.1. Description. This Item shall govern for the excavation, bedding, backfill and/or portland cement stabilized backfill required for the construction of all structures, except drilled shafts. This Item shall also govern for any necessary sloping, pumping or bailing, for drainage, and for all sheeting and bracing of excavation walls up to five (5) feet in depth. Excavation greater than five (5) feet in depth shall be protected as specified in Item 402, "Trench Excavation Protection" or Item 403, "Temporary Special Shoring." Unless otherwise provided, the work included herein shall provide for the removal of old structures or portions thereof (abutments, wingwalls, piers, house foundations, old sewers, sewer appurtenances, etc.), trees and all other obstructions to the proposed construction, the blocking of the ends of abandoned sewers cut and left in place, and the protection of existing utilities. Also governed by this Item are the cutting and restoration of pavement and base courses, the construction and removal of any required cofferdams, the hauling and disposition of surplus materials and the bridging of trenches and other provisions for maintenance of traffic or access.

400.2. Excavation.

(1) General. Excavation shall conform to the lines and grades shown on the plans or as directed by the Engineer.

When trench and/or negative projecting conditions for concrete pipe culverts are required by design, an excavation diagram will be shown on the plans. These limits of excavation shall not be exceeded.

(a) Disposal of Excavation. All materials from excavation operations not required for backfilling and that are considered satisfactory, may be placed in embankment in accordance with Item 132, "Embankment." All excess material or material not satisfactory for use in embankment will become the property of the Contractor. All surplus material shall be removed from the work site promptly following the completion of the portion of the structure involved and disposed of in a manner satisfactory to the Engineer.

Whenever excavation is made for installing structures across private property or beyond the limits of the embankment, the top soil removed in the excavation shall be kept separate and replaced, as nearly as feasible, in its original position, and the entire area involved in the construction operations shall be restored to a condition acceptable to the Engineer.

(b) Excavation in Streets. Where structures are installed in streets, highways or other paved areas, the work shall include the cutting of pavement and base to neat lines and the restoration of pavement structure after structural excavation and backfill are completed. The type and thickness of replacement materials shall be as shown on the plans. Any work done or any damage to base and/or pavement incurred outside the limits shown on the plans or authorized by the Engineer, will not be measured for payment, but shall be restored at the Contractor's expense.

Maintenance and control of traffic shall be in accordance with the approved traffic control plan and Manual on Uniform Traffic Control Devices.

(c) Protection of Utilities. The Contractor shall conduct his work with a minimum disturbance of existing utilities and it shall be his responsibility to coordinate all work in or near the utilities with the utility owners. The Contractor shall inform utility owners sufficiently in advance of his operations to enable them to identify and locate, reroute, provide temporary detours, or to make other adjustments to utility lines in order that work may proceed with a minimum of delay. The Contractor shall cooperate with all utility owners concerned for any utility adjustments necessary.

Particular care shall be exercised to avoid the cutting or damaging of underground utility lines that are to remain in place. Such lines, if damaged shall be restored promptly and shall be handled in accordance with Article 7.11. When active sanitary sewer lines are cut during excavation operations, temporary flumes shall be provided across the excavation, while open, and the lines shall be restored when the backfilling has progressed to the original bedding lines of the cut sewer.

(d) Removing Old Or Abandoned Structures. When old or abandoned structures or foundations are encountered in the excavation, such obstructions shall be removed for the full width of the excavation and to a depth of one (1) foot below the bottom of the excavation. When old inlets or manholes are encountered and no plan provision is made for adjustment or connection to the new structures, such manholes and inlets shall be removed completely to a depth one (1) foot below the bottom of the excavation. In each instance, the bottom of the excavation shall be restored to grade by backfilling and compacting by the methods provided hereinafter for backfill. Where the excavation cuts through abandoned sewers, these sewers shall be removed as required to clear the new structure and plugged in a manner approved by the Engineer.

(e) Dewatering Of Excavation Area. Structures shall not be constructed or laid in the presence of water unless approved by the Engineer. Setting of precast members, placement of concrete, or pipe placing operations shall be performed on a dry firm bed. This shall be accomplished by removal of water from the surface of the bed by bailing, pumping, wellpoint installation, deep wells, french drains, or any other method approved by the Engineer.

For foundations placed in the presence of water, when approved by the Engineer, pumping or bailing from the interior of any foundation enclosure shall be done in a manner which precludes the possibility of movement of water through or alongside any concrete being placed. No pumping or bailing will be permitted during the placing of structural concrete, or for a period of at least 36 hours thereafter, unless from a suitable sump separated from the concrete work. Pumping or bailing during placement of seal concrete shall be only to the extent necessary to maintain a static head of water within the cofferdam. Pumping or bailing to dewater a sealed cofferdam shall not be started until the seal has aged at least 36 hours.

In the event that the excavation cannot be dewatered to the point where the subgrade is free of mud, or it is difficult to keep the reinforcing steel clean in cast-in-

place structures, a special material shall be used in the bottom of the excavation. Such special material shall be a minimum depth of three (3) inches and shall consist of a lean concrete mixture (not less than three (3) sacks of cement per cubic yard), or other material approved by the Engineer.

(2) Bridge Foundations and Retaining Walls. To determine the adequacy of a proposed foundation, the Engineer may require the Contractor to make soundings or take cores to determine the character of the subgrade materials. The maximum depth of soundings or cores will not exceed five (5) feet below the proposed footing grade.

Care shall be taken not to disturb the material below the bottom of footing grade. Backfilling in a foundation to compensate for excavation which has extended below grade will not be permitted. Such areas below grade shall be filled with concrete at the time the footing is placed. The additional concrete involved shall be at the Contractor's expense.

Unless otherwise required herein or on the plans, rock or other hard foundation material shall be free from all loose material, clean, and cut to a firm surface which may be level, stepped, or serrated, as directed by the Engineer. All seams shall be cleaned out and filled with concrete at the time the footing is placed.

When the material encountered at footing grade of a retaining wall, bridge bent or pier is found to be partially of rock or incompressible material and partially of a compressible material, the foundation shall not be placed until the Engineer has inspected the footing and authorized necessary changes to provide a uniform bearing condition.

(3) Culverts. For all single and multiple box culverts, pipe culverts, pipe arch culverts, long span structural plate structures, box sewers, and pipe sewers where the soil encountered at established footing grade is an unstable or incompressible material, the following procedure shall be used unless other methods are called for on the plans:

Unstable material shall be removed to a depth not to exceed two (2) feet below the footing of the structure unless additional depth is authorized by the Engineer. All soil removed shall be replaced with stable material in uniform layers not to exceed eight (8) inches in depth (loose measurement). Each layer shall have sufficient moisture to be compacted by rolling or tamping as required to provide a stable foundation for the structure.
When it is not feasible to construct a stable footing as outlined above, the Contractor shall use special materials, such as flexible base, cement stabilized base, cement stabilized backfill or other material, as directed by the Engineer. This work will be paid for as provided in Article 400.8. Special material used, or additional excavation made, for the Contractor's convenience to expedite the work, will be at the Contractor's expense.

When the material encountered at the footing grade of a structure is found to be rock, partially rock or other incompressible material, the incompressible material shall be removed to a depth of six (6) inches below the footing grade and backfilled

with a compressible material approved by the Engineer and compacted in accordance with Article 400.5.

(4) Trench. Unless otherwise shown on the plans, all sewer pipe structures shall be constructed in an open cut with vertical sides to a point one (1) foot above the pipe. When site conditions or the plans do not prohibit the sloping of the cut, the excavation one (1) foot above the pipe may be stepped and/or the sides laid back to a stable slope. Required vertical sides shall be sheeted and braced when necessary to maintain the required vertical excavation throughout the construction period.

For all pipe sewers to be constructed in fill above natural ground, the embankment shall first be constructed to an elevation not less than one (1) foot above the top of the pipe, after which excavation for the pipe shall be made as noted above.

Unstable or incompressible material shall be removed in accordance with Subarticle 400.2.(3). For unstable trench conditions requiring outside forms, seals, sheeting and bracing, or where ground water is encountered, any additional excavation and backfill required shall be done at the Contractor's expense for trenches up to five (5) feet in depth.

400.3. Cofferdams. The term cofferdam designates any temporary or removable structure constructed to hold the surrounding earth, water, or both out of the excavation, whether the structure is formed of soil, timber, steel, concrete, or a combination of these. The "cofferdam" shall also include the use of pumping wells or well points used for the same purpose. The cost of cofferdams shall be included in the price bid for excavation except where temporary special shoring is shown on the plans to provide excavation protection.

For sheet pile or other types of cofferdams which require internal bracing, the Contractor shall submit details and design calculations bearing the seal of a Registered Professional Engineer for review. The maximum stresses shall not exceed 125 percent of the working allowable stresses used by the Department for the design of structures. The interior dimensions of cofferdams shall provide sufficient clearance for the construction, inspection (inside and outside), and removal of any required forms and to permit pumping outside the forms. In general, sheet pile cofferdams shall extend well below the bottom of the footings and any concrete seal and shall be well braced and as watertight as practicable.

Concrete for foundation seals, unless otherwise specified shall be Class E concrete in accordance with Item 421, "Portland Cement Concrete." The concrete seal shall be placed in accordance with Item 420, "Concrete Structures." Seal concrete when authorized by the Engineer will be paid for as provided in the various bid items. If no direct method of payment is provided in the contract for seal concrete, the work will be measured and paid for in accordance with Article 4.3. Seal placed for the convenience of the Contractor will be at the Contractor's expense.

When the Engineer judges it to be impractical to dewater a cofferdam and a concrete seal is to be placed around piling driven therein, the excavation shall be deep enough to allow for swell of the material during pile driving operations. After driving the piling, all swelling material shall be removed to the bottom of the seal grade. Where it is possible to dewater the cofferdam without placing a seal, the foundation material shall be removed to exact footing grades after piling are driven. Backfilling a foundation to compensate for

excavation which has been extended below grade will not be permitted. Such areas below grade shall be filled with concrete at the time the seals or footings are placed. The additional concrete quantities necessary to compensate for excavation below grade shall be at the Contractor's expense.

Unless otherwise provided, cofferdams shall be removed by the Contractor after the completion of the substructure without disturbing or damaging the structure.

400.4. Shaping and Bedding. For precast pipe and box sections, the excavation shall be undercut a minimum depth sufficient to accommodate the class of bedding indicated on the plans and conforming to the bedding requirements of this Item. Where cement stabilized backfill is indicated on the plans, the excavation shall be undercut a minimum of four (4) inches and backfilled with stabilized material to support the pipe at the required grade.

Three classes of bedding for trench or embankment conditions are shown in Figures 1, 2, and 3. Bedding shall be in accordance with Class C bedding unless otherwise shown on the plans. The Engineer may require the use of a template to secure reasonably accurate shaping of the foundation material.

400.5. Backfill.

(1) General. As soon as practical, all portions of the excavation not occupied by the permanent structure shall be backfilled. Backfill material may be obtained from excavation or from other sources. Backfill material shall be free from stones of such size as to interfere with compaction; free from large lumps which will not break down readily under compaction; and free from frozen lumps, wood, or other extraneous material.

Backfill which will not support any portion of the completed roadbed or embankment shall be placed in layers not more than 10 inches in depth (loose measurement). Backfill which will support any portion of the roadbed or embankment shall be placed in uniform layers not to exceed eight (8) inches in depth (loose measurement). Each layer of backfill shall be compacted to a density comparable with the adjacent undisturbed soil or as shown on the plans.

Each layer of backfill material, if dry, shall be wetted uniformly to the moisture content required to obtain a density comparable with the adjacent undisturbed soil or as shown on the plans and shall be compacted to that density by means of mechanical tamps or rammers. The use of rolling equipment of the type generally used in compacting embankments will be permitted on portions which are accessible to such equipment.

When tamping equipment is furnished which, when proven to the satisfaction of the Engineer, will adequately compact the backfill material to the density required, the eight (8) inch and 10 inch lifts (loose measurement) specified above may be increased to lifts not to exceed 12 inches.

Cohesionless materials, such as sand, may be used for general backfilling purposes. Compaction of cohesionless materials shall be done with vibratory equipment, water ponding or a combination thereof.

(2) Bridge Foundations, Retaining Walls, And Culverts. No backfill shall be placed against any structure until the concrete has reached the minimum flexural strength required in Item 421, "Portland Cement Concrete."

The material used for backfilling shall be free of any appreciable amount of gravel or stone particles more than four (4) inches in greatest dimension and shall be of a gradation that permits thorough compaction. The use of rock or gravel mixed with soil will be permitted, provided the percentage of fines is sufficient to fill all voids and insure a uniform and thoroughly compacted mass of proper density.

When the excavation has been made through a hard material resistant to erosion, the Engineer may require the backfill around piers and in front of abutments and wings to be of stone or lean concrete. Unless otherwise provided, such backfill will be measured and paid for as extra work in accordance with Article 4.3.

Embankment which is too close to a structure to permit compaction by the use of the blading and rolling equipment used on adjoining sections of embankment, shall be placed and compacted in accordance with Subarticle 400.5(1). Mechanical tamps or rammers shall be required when the structure being backfilled could sustain damage from other compacting operations.

Care shall be taken to prevent any wedging action of backfill against the structure, and the slopes bounding the excavation shall be stepped or serrated to prevent such action. Backfill placed around piers shall be deposited uniformly.

(3) Pipe. After the bedding and pipes have been installed as required, the selected backfill materials shall be brought to proper moisture condition, placed along both sides of the pipe equally, in uniform layers not exceeding eight (8) inches in depth (loose measurement), and each lift thoroughly compacted mechanically. Special care shall be taken to secure thorough compaction of the materials placed under the haunches of the pipe and to prevent damage or displacement of the pipe. Filling and/or backfilling shall be continued in this manner to the elevation of the top of the pipe. Backfill above the top of the pipe shall be placed and compacted in accordance with Subarticle 400.5(1). During construction, protection of the pipe shall be in accordance with the pertinent pipe item. Pipe damaged by the Contractor during construction shall be replaced at the Contractor's expense or repaired to the satisfaction of the Engineer.

The Engineer may reject any material containing more than 20 percent by weight of material retained on a three (3) inch sieve, or material excavated in such a manner as to produce large lumps not easily broken down or which cannot be spread in loose layers. In general, material excavated by means of a trenching machine will meet the requirements above, provided large stones are not present.

Where sewers extend beyond the toe of slope of the embankment and the depth of cover provided by backfill to the original ground level is less than the minimum required by the specifications for the type of pipe involved, additional material shall be placed and compacted, as herein specified for backfill outside the limits of the roadbed, until this minimum cover has been provided.

400.6. Cement Stabilized Backfill. When shown on the plans, the excavation shall be backfilled to the elevations shown with cement stabilized backfill. Unless otherwise shown on the plans, cement stabilized backfill shall contain aggregate, water and a minimum of seven (7) percent portland cement based on the dry weight of the aggregate, in accordance with Test Method Tex-120-E. Aggregate shall be as shown on the plans or as approved by the Engineer.

Cement stabilized backfill below the top of sewers, manholes, inlets, or other structures shall be placed equally along all sides of the structure so as to prevent strain on or displacement of the structure. Cement stabilized backfill shall be placed in a manner that will completely fill all voids in the trench. Should compaction be required to fill all voids, hand operated tampers may be used.

400.7. Measurement. Excavation and backfill will be measured by the cubic yard. Cutting and restoring of pavement will be measured by the square yard.

This is a plans quantity measurement Item and the quantity to be paid for will be that quantity shown in the proposal and on the "Estimate and Quantity" sheet of the contract plans, except as may be modified by Article 9.8. If no adjustment of quantities is required, additional measurements or calculations will not be required.

Unless otherwise shown on the plans, structural excavation for pipe headwalls, inlets, manholes, culvert widening (extensions) 15 feet or less in length, bridge abutments, retaining walls and side road and private entrance pipe culverts will not be measured but shall be considered subsidiary to the various bid items.

For culvert widening (extensive) greater than 15 feet, quantities for structural excavation will be shown on the plans.

Structural excavation will be measured by the cubic yard computed by the method of average end areas using the following limits to establish templates for measurement:

(1) For all excavation requiring measurement, except that required for the barrels of pipe culverts; for structural plate structures no material outside of vertical planes one (1) foot beyond the edges of the footings and parallel thereto will be included, unless otherwise shown on the plans. When the plans provide the Contractor the option of cast-in-place or precast boxes, measurement will be based on the cast-in-place option.

(2) For pipes 42 inches or less in nominal or equivalent diameter, no material outside of vertical planes one (1) foot beyond the horizontal projection of the outside surfaces of the pipe and parallel thereto will be included. For pipes more than 42 inches in nominal or equivalent diameter, no material outside of vertical planes located two (2) feet beyond the horizontal projection of the outside surfaces of the pipe and parallel thereto will be included. Excavation for pipes shall be measured between the extreme ends of the completed structure, including any end appurtenances, as shown on the plans and from centerline to centerline of inlets, manholes, etc., therein. When excavation for appurtenances is measured for payment, the limits of excavation for the pipes shall not overlap those of the appurtenances.

(3) For structural plate structures no material outside of vertical planes three (3) feet beyond the horizontal projection of the outside surfaces of the structure(s) and parallel thereto will be included. When the quality of the existing soil or embankment is less than that of the proposed backfill material, the excavation shall be extended for measurement to vertical planes located at one-half of the span beyond the horizontal projection of the outside surfaces of the structure(s) and parallel thereto.

(4) If a cofferdam is used, the limitations of Subarticle 400.7.(1) shall apply just as if no cofferdam were used. Excavation quantities for foundations shown on the plans and in the proposal where cofferdams are required shall be considered as final quantities and no further measurement will be made.

(5) Where excavation, in addition to that allowed for the footings, is required for other portions of the structure, such as for the cap, cross strut, or tie beam of a pier or bent or for the superstructure, measurement for such additional excavation will be limited laterally by vertical planes one (1) foot beyond the face of the member and parallel thereto and vertically to a depth of one (1) foot below the bottom of such member.

(6) No measurement will be made of any excavation necessary for placing forms or falsework except as allowed by the above conditions.

(7) At all structure sites except at culverts and trench excavations, the measurement of structural excavation will include only material below or outside the limits of the completed road or channel excavation.

Trench excavation in fill above natural ground, as specified in Subarticle 400.2.(4), will be measured for payment. Quantities will include that area as specified in Subarticle 400.7.(2) plus one (1) foot above the top of the pipe, regardless of the height of fill previously made.

(8) Excavation required for shaping the slopes of header banks which were built by prior contract and upon which riprap is to be placed will be measured as "Structural Excavation, (Riprap)."

(9) For all culverts, except for side road and private entrance culverts, all excavation within the limits of the structure and below or outside the limits of the completed roadway excavation, will be measured as culvert excavation. Where the overall normal width of the culvert is 12 feet or less, measurement will be as "Structural Excavation, Culvert, Small." Where the overall normal width of the culvert exceeds 12 feet, measurement will be as "Structural Excavation, Culvert, Large."

(10) Where excavation diagrams are shown on the plans, they shall take precedence over these provisions.

(11) Measurement will not include materials removed below footing grades to compensate for anticipated swelling due to pile driving, nor will it include material required to be removed due to swelling beyond the specified limits during pile driving operations.

(12) Measurement will not include additional volume caused by slips, slides, cave-ins, silting, or fill material resulting from the action of the elements or the Contractor's operation.

(13) Where rock, or other incompressible or unstable material is undercut to provide a suitable foundation for pipe or box sections, such material below grade, which is directed by the Engineer to be removed, will be measured for payment.

(14) No allowance will be made for any variance from plan quantity incurred by an alternate bid.

(15) Additional measurement will be made of the volume of excavation involved in the lowering or raising of the elevation of a footing, foundation, or structure unit, when such grade change is authorized by the Engineer.

(16) Cement stabilized backfill will be measured in accordance with the backfill diagram shown on the plans. The quantity of "Cement Stabilized Backfill" shown on the plans shall be considered as final quantities and no further measurement will be required. Changes in alignment or grade as authorized by the Engineer will be measured for payment.

(17) The work to be done in the cutting and restoring of pavement will be measured in accordance with the dimensions shown on the plans. The excavation below the pavement and/or base shall be measured as structural excavation of the pertinent type.

400.8. Payment. The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Structural Excavation," "Structural Excavation (Bridge)," "Structural Excavation (Culvert, Small)," "Structural Excavation (Culvert, Large)," "Structural Excavation (Trench)," "Structural Excavation (Riprap)," "Cement Stabilized Backfill" and "Cutting and Restoring Pavement."

Payment for removal and replacement of unstable or incompressible material below the footing grades of culverts as provided for in Subarticle 400.2.(3) will be made as follows:

When the plans specify or when the Engineer directs the use of special materials such as flexible base, cement stabilized base, cement stabilized backfill or other special material, payment for excavation below the footing grades shall be made at the unit price bid for "Structural Excavation" of the pertinent type. Payment for furnishing, hauling, placing and compacting the flexible base, cement stabilized base, cement stabilized backfill or other special materials will be made at the unit price bid for these items in the contract or in accordance with Article 4.3. in cases where the required material is not a bid item.

Where special materials are not required or specified, payment for the removal and replacement of unstable and/or incompressible material will be made at a price equal to 200 percent of the unit price bid per cubic yard for "Structural Excavation" of the pertinent type. This price shall be full compensation for removing the unstable or incompressible material, furnishing, hauling, placing and compacting suitable replacement material and for all labor, equipment, tools, and incidentals necessary to complete the work.

If no direct method of payment is provided in the contract for culvert excavation and no special materials are required or specified, the removal and replacement of unstable or incompressible material, when such work is authorized by the Engineer, will be measured and paid for at fifteen dollars ($15.00) per cubic yard.

Should the Engineer deem it necessary to lower a bridge foundation to an elevation below the grade shown on the plans, such over excavation below plan will be paid for as "Structural Excavation" at an adjusted unit price as defined herein. Payment will be made at a unit price equal to 115 percent of the contract unit price bid for all over excavation where the revised footing grade does not vary from plan grade by more than five (5) feet.

Payment will be made at a unit price of 125 percent of the contract unit price bid for all over excavation where the revised grade varies from plan grade by more than five (5) feet but not in excess of 10 feet. In cases where the revised footing grade varies from plan grade by more than 10 feet, a supplemental agreement shall be prepared to establish a unit price with which to make payment for the over excavation.

No direct payment will be made for backfilling around structures. Payment for the backfilling and compacting of areas which were removed as structural excavation shall be included in the unit price bid for "Structural Excavation."

Unless otherwise shown on the plans, structural excavation which has been completed to the satisfaction of the Engineer, but not backfilled, a partial payment of 50 percent of the price bid will be made. The remaining amount will be paid upon the satisfactory completion of the backfilling.

This price shall be full compensation for all excavation, bedding, and backfill including placing, sprinkling and compaction of material; all soundings; cleaning and filling seams; constructing all cofferdams; all dewatering; and for furnishing all materials, hauling, labor, equipment, tools, sheeting and/or bracing of excavations up to and including five (5) feet in depth, pumps, drills, explosives, disposition of surplus material, cutting pavement and base to neat lines; and for incidentals necessary to complete the work, except that protection methods for excavations greater than five (5) feet in depth shall be measured and paid for as required under Item 402, "Trench Excavation Protection" or Item 403, "Temporary Special Shoring."

Project Number: BORDER COLONIA ACCESS PROGRAM

County: HIDALGO COUNTY PRECINCT #3

Highway: VARIOUS SUBDIVISIONS

ITEM 402

TRENCH EXCAVATION PROTECTION

402.1. Description. This Item shall govern for the excavation protection required for the trenches in excess of five (5) feet deep, including all additional excavation, backfill, pavement reconstruction and repair made necessary by the protection system, in accordance with this Item.

A trench shall be defined as a narrow excavation made below the surface of the ground. In general, the depth is greater than the width, but the width of a trench is not greater than 15 feet. If forms or other structures are installed or constructed in an excavation so as to reduce the dimension measured from the forms or structure to the side of the excavation to 15 feet or less (measured at the bottom of the excavation), the excavation is also considered to be a trench. In addition, "Trench Excavation Protection" will not be limited to these applications, but may be used wherever deemed expedient and proper to the ensuing work.

402.2. Construction Methods. Trench Excavation Protection shall be as required by the provisions of Part 1926, Subpart P-Excavations, Trenching, and Shoring of the Occupational Safety and Health Administration's Standards and Interpretations.

402.3. Measurement. This Item will be measured by the linear foot along the centerline of trench where the depth of trench exceeds five (5) feet.

402.4. Payment. The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Trench Excavation Protection". This price shall be full compensation for all excavation and backfill; for furnishing, placing and removing all shoring, sheeting, or bracing; for dewatering or diversion of water; for all jacking and jack removal; and for all other labor, materials, tools, equipment and incidentals necessary to complete the work.

No payment will be made for excavation protection made necessary due to the selection of an optional design or sequence of work that creates the need for the protection system.

Project Number: BORDER COLONIA ACCESS PROGRAM

County: HIDALGO COUNTY PRECINCT #3

Highway: VARIOUS SUBDIVISIONS

ITEM 464

REINFORCED CONCRETE PIPE

464.1.1. Description.

This Item shall govern for furnishing and installing all concrete pipe and materials and for constructing precast concrete pipe culverts or precast concrete sewer mains, laterals, stubs and inlet leads. The pipes shall be of the sizes, strengths and dimensions shown on the plans and shall include all connections to new or existing pipes, sewers, manholes, inlets, headwalls and other appurtenances and jointing materials as may be required to complete the work.

464.2. Materials.

(1) General. Except as modified herein, precast reinforced concrete pipe shall conform to the design shown on the plans and to ASTM C76 or C655 for circular pipe; ASTM C506 for arch pipe or ASTM C507 for horizontal elliptical pipe.

All precast concrete pipe shall be machine made or cast by a process which will provide for uniform placement of the concrete in the form and compaction by mechanical devices which will assure a dense concrete. Concrete shall be mixed in a central batch plant or other approved batching facility from which the quality and uniformity of the concrete can be assured. Transit mixed concrete will not be acceptable for use in precast concrete pipe.

Unless otherwise shown on the plans, not more than two (2) holes may be placed in the top section of precast pipe for lifting and placing. The holes may be cast, cut, or drilled in the wall of the pipe. The holes shall not exceed three (3) inches in diameter at the inside surface of the pipe wall. Not more than one (1) longitudinal wire or two (2) circumferential wires may be cut per layer of reinforcing steel when locating lift holes in the pipe wall. After the pipe is in place, lift holes shall be filled with concrete or mortar or precast concrete plugs to the satisfaction of the Engineer.

The Contractor has the option of using portland cement or portland cement plus fly ash. When fly ash is used, then "cement" shall also be defined as "cement plus fly ash". "Cement plus fly ash" shall be composed of portland cement of the type specified and 20 to 35 percent fly ash by absolute volume. Type B fly ash shall not be used when Type II cement is shown on the plans. When portland cement is partially replaced, blended or otherwise modified by a pozzolan, the pozzolan is defined and limited to fly ash conforming to Department Materials Specification D-9-8900, "Fly Ash".

Copies of Departmental Materials Specifications are available from the Texas Department of Transportation, Division of Materials and Tests, 125 East 11th St., Austin, Texas 78701-2483.

(2) Design. Circular pipe shall be of the class or D-load shown on the plans. Regardless of the design shown, the Contractor may furnish pipe to either ASTM C76 or ASTM C655 specifications. Table C outlines the class and D-load equivalents. For concrete pipe arch or elliptical pipe, the minimum design shall conform to Table A or B.

TABLE A *

Arch Pipe

Design Size	Equiv. Dia. In.	Rise In.	Span In.
1	18	13 1/2	22
2	21	15 1/2	26
3	24	18	28 1/2
4	30	22 1/2	36 1/4
5	36	26 5/8	43 3/4
6	42	31 5/16	51 1/8
7	48	36	58 1/2
8	54	40	65
9	60	45	73
10	72	54	88

TABLE B *

Horizontal Elliptical Pipe

Design Size	Equiv. Dia. In.	Rise In.	Span In.
1	18	14	23
2	24	19	30
3	27	22	34
4	30	24	38
5	33	27	42
6	36	29	45
7	39	32	49
8	42	34	53
9	48	38	60
10	54	43	68

*Minimum height of cover required is one (1) foot.
*Maximum height of cover is eight (8) feet.

TABLE C
CIRCULAR PIPE
(CLASS, D-LOAD EQUIVALENTS)

Error! Reference source not found. C76	**C655**
CLASS I	800D-LOAD
CLASS II	1000D-LOAD
CLASS III	1350D-LOAD
CLASS IV	2000D-LOAD
CLASS V	3000D-LOAD

Reinforced concrete pipe for jacking, boring or tunneling shall meet the requirements of the pertinent ASTM specification with the following additional requirements:

The pipe shall have circular reinforcement and for 30 inch and larger diameters shall have an additional layer of Class III reinforcement, 12 inches long, extending into both the tongue and groove of the joint to within 3/4 inch of the end of the tongue and the groove. The minimum wall thickness shall be wall "B" for the diameter specified, unless special designs are required. The minimum concrete compressive strength for jacking and boring pipe shall be 5000 psi. Variations in the laying length of opposite sides shall not exceed 3/8 inch for pipe diameters 24 inches through 60 inches and 1/2 inch for pipe diameters 66 inches and larger. The maximum joint taper shall be 7 degrees for tongue and groove pipe and 2 degrees for O-ring gasket pipe. Pipe manufactured to these additional requirements shall be marked to identify pipe for jacking and boring.

The plans will provide a summary indicating the locations and length for all pipe. In addition, the diameter, required D-load and/or class for full circle pipe, and/or the design size for pipe arch or elliptical pipe will also be shown.

(3) **Physical Test Requirements.** The acceptability of the pipe shall be determined by the results of the physical tests outlined herein; by appropriate material tests required in ASTM C76, C506, C507, or C655; by absorption tests on selected samples from the wall of the pipe; and by inspection of the finished pipe to determine its conformance with the required design and its freedom from defects. Three-Edge Bearing tests shall be performed on one (1) pipe for each 100 pipe or fraction thereof of each design or shape, size, class or D-load for the load to produce a 0.01 inch crack and, at the discretion of the Engineer, the pipe may be tested to ultimate load.

As an alternate to the Three-Edge Bearing test, concrete pipe 60 inches in diameter and larger may be accepted on the basis of compressive strength of cores cut from the wall of the pipe. The manufacturer shall furnish facilities and personnel for taking the cores and determining the compressive strength of the samples. Three-Edge Bearing tests and core tests shall be in accordance with ASTM C497.

The manufacturer shall plug and seal coreholes in the pipe wall, after testing, in a manner satisfactory to the Engineer.

(4) **Marking.** The following information shall be clearly marked on each section of pipe:

(a) The class or D-load of pipe.

(b) The date of manufacture.

(c) The name or trademark of the manufacturer.

(d) One end of each section of pipe with elliptical reinforcement shall be clearly marked during the process of manufacture or immediately thereafter on the inside and the outside of opposite walls to show the location of the "top" or "bottom" of the pipe as it should be installed, unless the external shape of the pipe is such that the correct position of the top and bottom is obvious. Marking shall be indented on the pipe section or painted thereon with waterproof paint.

(e) Pipe for jacking and boring shall be identified for the intended use.

(5) Inspection. The quality of materials, the process of manufacture, and the finished pipe shall be subject to inspection and approval by the Engineer at the pipe manufacturing plant. In addition, the finished pipe shall be subject to further inspection by the Engineer at the project site prior to and during installation.

(6) Causes for Rejection. Pipe shall be subject to rejection for failure to conform to any of the specification requirements. Individual sections of pipe may be rejected because of any of the following:

(a) Fractures or cracks passing through the shell, except for a single end crack that does not exceed the depth of the joint.

(b) Defects that indicate imperfect proportioning, mixing and molding.

(c) Surface defects indicating honeycombed or open texture.

(d) Damaged ends, where such damage would prevent making a satisfactory joint.

(e) Any continuous crack having a surface width of 0.01 inch or more and extending for a length of 12 inches or more, regardless of position in the wall of the pipe.

(7) Repairs. Pipe may be repaired if necessary, because of occasional imperfections in manufacture or accidental injury during handling and will be acceptable if, in the opinion of the Engineer, the repairs are sound, properly finished and cured, and the repaired pipe conforms to the requirements of the specifications.

(8) Rejections. All rejected pipe will be plainly marked by the Engineer by painting colored spots over the Division of Materials and Tests monogram on the inside wall of the pipe and on the top outside wall of the pipe. The painted spots shall be sufficient to identify the rejected pipe but no larger than four (4) inches in diameter. Rejected pipe shall not be defaced in any other manner. The Contractor shall remove the rejected pipe from the project and replace with pipe meeting the requirements of this Item.

(9) Jointing Materials. Unless otherwise specified on the plans the Contractor shall have the option of making the joints using any of the materials described herein. For all jointing materials except mortar, the Contractor shall furnish the Engineer the Manufacturer's Certificate of Compliance.

(a) Mortar. Mortar for joints shall be in accordance with the section, "Jointing", of this Item.

(b) Cold Applied, Plastic Asphalt Sewer Joint Compound. This material shall consist of natural and/or processed asphalt base, suitable volatile solvents and inert filler. The consistency is to be such that the ends of the pipe can be coated with a layer of the compound up to one-half inch thick by means of a trowel. The joint compound shall cure to a firm, stiff plastic condition after application. The material shall be of a uniform mixture and any small separation occurring in the container shall be stirred to a uniform mix before use.

This material shall meet the following requirements when tested in accordance with Test Method Tex-526-C:

Asphalt Base, 100% - % Volatites - % Ash, % by weight	28-45
Volatiles, 212 F Evaporation, 24 h, % by weight	10-26
Mineral Matter, determined as Ash, % by weight	30-55
Consistency, Cone Penetration, 150 q, 5 sec, 77 F	150-275

(c) Rubber Gaskets. These gaskets shall conform to ASTM C361 or C443. The design of the joints and permissible variations in dimensions shall be in accordance with ASTM C443. The Contractor shall furnish the Engineer the Manufacturer's Certificate of Analysis.

(d) Cold Applied Preformed Plastic Gaskets. Preformed plastic gaskets shall be suitable for sealing joints of tongue and groove concrete pipe. The gasket sealing the joint shall be produced from blends of refined hydrocarbon resins and plasticizing compounds reinforced with inert mineral filler and shall contain no solvents, irritating fumes or obnoxious odors. The gasket joint sealer shall not depend on oxidizing, evaporating, or chemical action for its adhesive or cohesive strength, and shall be supplied in extruded rope-form of suitable cross-section. The size of the plastic gasket joint sealer shall be in accordance with the manufacturer's

recommendations and be of sufficient size to properly seal the joint. The plastic gasket joint sealer shall be so constructed as to provide evidence of proper installation either by means of "squeeze-out" of the gasket material on the inside or outside around the complete pipe joint circumference or by means of tabs, projections or other such indicators placed at established intervals around the circumference of the pipe joint. Plastic gasket joint sealers shall be Type 1 or Type 2. Type 1 gaskets shall meet the "squeeze-out" requirements and Type 2 gaskets shall meet the requirements for tabs, projections or other indicators. The gasket joint sealer shall be protected by a suitable wrapper designed that when removed, the jointing material maintains integrity.

The chemical composition of the gasket joint sealing compound for Type 1 and 2, as shipped, shall meet the following requirements:

COMPOSITION	TEST METHOD	ANALYSIS
Bitumen, Petroleum Plastic Content, % by weight	ASTM D4	50-70
Ash-Inert Mineral Matter, % by weight	Tex-526-C	30-50
Volatile Matter, 325 F, % by weight	Tex-506-C	2.0 max.

The gasket joint sealing compound when immersed for 30 days at ambient room temperature separately in five (5) percent solution of caustic potash; a five (5) percent solution of hydrochloric acid; a five (5) percent solution of sulfuric acid; and a saturated H_2S solution, shall show no visible deterioration.

The physical properties of the gasket joint sealing compound as shipped shall meet the following requirements:

PROPERTY	TEST METHOD	REQUIREMENT	
		Type 1	Type 2
Ductility @ 77 F (cm), min.	Tex-503-C	5.0	5.0
Softening Point, F	Tex-505-C	275	275
Penetration			
32 F (300g) 60 sec., min.	Tex-502-C	65	
77 F (150g) 5 sec.	Tex-502-C	50-120	50-120
115 F (150g) 5 sec., max.	Tex-502-C	150	

464.3. Construction Methods. The location of private driveway and side road pipe shall be constructed at locations shown on the plans or as directed by the Engineer.

Reinforced concrete pipe culverts and sewers shall be constructed in accordance with the plans and requirements of this Item.

(1) Excavation. All excavation shall be in accordance with the requirements of Item 400, "Excavation and Backfill for Structures", except where tunneling or jacking methods are shown on the plans or permitted by the Engineer.

(2) Shaping and Bedding. Shaping and bedding shall be in accordance with Item 400, "Excavation and Backfill for Structures".

(3) Laying Pipe. Unless otherwise authorized by the Engineer, the laying of pipe on the bedding shall be started at the outlet end with the spigot or tongue end pointing downstream and shall proceed toward the inlet end with the abutting sections properly matched, true to the established lines and grades. Where bell and spigot pipe are used, cross trenches shall be cut in the foundation to allow the barrel of the pipe to rest firmly upon the bedding. These cross trenches shall be not more than two (2) inches larger than the bell ends of the pipe. Proper equipment shall be provided for hoisting and lowering the sections of pipe into the trench without disturbing the bedding and the sides of the trench. The ends of the pipe shall be carefully cleaned before the pipe is placed. As each length of pipe is laid, the mouth of the pipe shall be protected to prevent the entrance of earth or bedding material. The pipe shall be fitted and matched so that when laid in the bed the pipe shall form a smooth, uniform conduit. When elliptical pipe with circular reinforcing or circular pipe with elliptical reinforcing is used, the pipe shall be laid in the trench in such position that the markings "Top" or "Bottom", shall not be more than five (5) degrees from the vertical plane through the longitudinal axis of the pipe.

Multiple installations of reinforced concrete pipe shall be laid with the center lines of individual barrels parallel. Unless otherwise shown on the plans, the following clear distances between outer surfaces of adjacent pipes shall be used.

Diameter 18"	24"	30"	36"	42"	48"	54"	60" to 84"
Clear 0'-9" Distance Between Pipes	0'-11"	1'-1"	1'-3"	1'-5"	1'-7"	1'-11"	2'-0"

(4) Jointing.

(a) Joints sealed with portland cement mortar shall be made as follows:

Mortar shall consist of one (1) part cement, two (2) parts sand and sufficient water to make a plastic mix. The pipe ends shall be cleaned and wetted before making the joint. The lower half of the bell or groove and the upper half of the tongue or spigot shall be plastered with mortar. After the pipes are tightly jointed, mortar shall be packed into the joint from both inside and outside the pipe. The inside shall be finished smooth and flush with adjacent joints of pipe. Over the joint outside the pipe, a bead shall be formed at least one (1) inch on either side of the joint and of semicircular cross section for tongue and groove joints, but for bell and spigot joints, the mortar shall form a 45° fillet between the outer edge of the bell and the spigot. Mortar joints shall be cured by keeping the joints wet for at least 48 hours or until the backfill has been completed, whichever comes first. No jointing shall be done when the atmospheric temperature is at or below 40 F. Mortared joints shall be protected against freezing by backfilling or other approved methods for at least 24 hours.

No mortar banding on the outside of pipe will be required for driveway culverts.

At the Contractor's option, and with the approval of the Engineer, pipes which are large enough for a man to enter may be furnished with the groove not less than one-half of an inch and not more than three-fourths of an inch longer than the tongue. Such pipe may be laid and backfilled without mortar joints. Care shall be exercised to avoid displacing the joints during the backfilling operations. After the backfilling has been completed, the space between the end of the tongue and the groove on the interior of the pipe shall be cleaned of all foreign material, thoroughly wetted and filled with mortar around the entire circumference of the pipe and finished flush.

The Contractor shall make available for the use of the Engineer, an appropriate rolling device similar to an automobile mechanic's "Creeper" for conveyance through small size pipe structures.

Mortar joints will be required for irrigation wells, vents and similar vertical structures.

(b) Joints using Cold Applied, Plastic Asphalt Sewer Joint Compound shall be made as follows:

Both ends of the pipes shall be clean and dry. A one-half inch thick layer of the compound shall be troweled or otherwise placed in the groove end of the pipe covering not less than two-thirds of the joint face around the entire circumference. Next, the tongue end of the next pipe shall be shoved home with sufficient pressure to make a tight joint. After the joint is made any excess mastic projecting into the pipe shall be removed. Backfilling of

pipe laid with asphalt mastic joints may proceed as soon as the joint has been inspected and approved by the Engineer. Special precautions shall be taken in placing and compacting backfill to avoid damage to the joints.

(c) Joints using Rubber Gaskets shall be made as follows:

Where rubber gasket pipe joints are required by the plans the joint assembly shall be made according to the recommendations of the gasket manufacturer. Water tight joints will be required when using rubber gaskets. Backfilling may begin when approved by the Engineer.

(d) Joints using Cold Applied Preformed Plastic Gaskets shall be made as follows:

Before laying the pipe in the trench, the plastic gasket shall be attached around the tongue or groove near the shoulder or hub of each joint in accordance with the gasket manufacturer's recommendations. The protective wrapper shall be removed and the gasket pressed firmly to the clean, dry surface of the pipe, as recommended by the manufacturer. The joint sealer must be placed in such a manner that no dirt or other deleterious materials will come in contact with the joint sealing material.

After the tongue is correctly aligned with the flare of the groove, the wrapper or wrappers on the gasket shall be removed and the pipe shall be pulled or pushed home with sufficient force to properly seal the joint. Any joint material pushed out into the interior of the pipe that would tend to obstruct the flow shall be removed. (Pipe shall be pulled home in a straight line with all parts of the pipe on line and grade at all times.) Backfilling of pipe laid with plastic gasket joints may proceed as soon as the joint has been inspected and approved by the Engineer. Special precautions shall be taken in placing and compacting backfill to avoid damage to the joints.

When the atmospheric temperature is below 60 F, plastic joint seal gaskets shall either be stored in an area warmed to above 70 F, or artificially warmed to this temperature in a manner satisfactory to the Engineer. Gaskets shall then be applied to pipe joints immediately prior to placing pipe in trench, followed by connection to previously laid pipe.

(5) Connections and Stub Ends. Connections of concrete pipe to existing pipes, pipe sewers or sewer appurtenances shall be as shown on the plan.

The bottom of existing structures shall be mortared or concreted if necessary to eliminate any drainage pockets created by the connections. Any damage to the existing structure resulting from making the connection shall be repaired by the Contractor, to the satisfaction of the Engineer, at the Contractor's expense.

When concrete pipe is to be joined with existing aluminum pipe, portions of the aluminum pipe that are to be in contact with the concrete pipe, shall be insulated with a coating of bituminous material meeting the requirements of Article 460.7. The coating shall extend to a minimum distance of one (1) foot beyond the area of contact.

Unless otherwise shown in the plans, connections between concrete pipe and corrugated metal pipe shall be made with a suitable concrete collar having minimum thickness of four (4) inches.

Stub ends, for connections to future work not shown on the plans, shall be finished by installing watertight plugs into the free end of the pipe.

(6) Backfilling. After the pipe has been placed, bedded and jointed as specified, filling and/or backfilling shall be done in accordance with the applicable requirements of Item 400, "Excavation and Backfill for Structures". When mortar joints are specified, no fill or backfill shall be placed until the jointing material has been cured for at least six hours. Special precautions shall be taken in placing and compacting the backfill to avoid any movement of the pipe or damage to the joints. For all pipe structures where joints consist of materials other than mortar, immediate backfilling will be permitted.

(7) Reuse of Appurtenances. When existing appurtenances are specified on the plans for reuse, the portion to be reused shall be severed from the culvert and moved to the new position previously prepared by hoisting with a crane, rolling, or other approved methods. Connections shall conform to the requirements for joining sections of pipes, as designated herein or as shown on the plans. Any portion of the headwalls or pipe attached to the appurtenance damaged during the moving operations by the Contractor shall be restored to its original condition at the Contractor's expense. The Contractor may remove and dispose of the existing appurtenances and construct new appurtenances at his expense in accordance with the pertinent specifications and design shown on the plans or as furnished by the Engineer.

(8) Protection of Pipe. Unless otherwise shown on the plans or permitted in writing by the Engineer, no heavy earth moving equipment will be permitted to haul over the structure until a minimum of four (4) feet of permanent or temporary, compacted fill has been placed thereon. Pipe damaged by the Contractor's equipment shall be removed and replaced by the Contractor at the Contractor's expense.

464.4.Measurement.

This Item will be measured by the linear foot. Such measurement will be made between the ends of the pipe barrel along the flow line, exclusive of safety end treatments. Safety

end treatments shall be measured in accordance with Item 467, "Safety End Treatment". Where spurs or branches, or connections to existing pipe lines are involved, measurement of the spur or new connecting pipe will be made from the intersection of the flow line with the outside surface of the pipe into which it connects. Where inlets, headwalls, catch basins, manholes, junction chambers, or other structures are included in lines of pipe, that length of pipe tying into the structure wall will be included for measurement but no other portion of the structure length or width will be so included.

For multiple pipes, the measured length will be the sum of the lengths of the barrels measured as prescribed above.

This is a plans quantity measurement Item and the quantity to be paid for will be that quantity shown in the proposal and on the "Estimate and Quantity" sheet of the contract plans, except as may be modified by Article 9.8. If no adjustment of quantities is required, additional measurements or calculations will not be required.

464.5.Payment.

The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Reinforced Concrete Pipe" and "Reinforced Concrete Pipe (Sewers)" of the size and D-load or class specified; and "Reinforced Concrete Pipe (Arch)", "Reinforced Concrete Pipe (Elliptical)", "Reinforced Concrete Pipe (Arch) (Sewer)", and "Reinforced Concrete Pipe (Elliptical) (Sewer)" of the design specified.

This price shall be full compensation for furnishing, hauling, placing and joining of pipes; for cutting of skews or slopes, for all connections to new or existing structures; for moving and reusing appurtenances where required; for removing and disposing of portions of existing structures as required; and for all labor, tools, equipment and incidentals necessary to complete the work.

Excavation, bedding and backfill will be paid for in accordance with Item 400, "Excavation and Backfill for Structures".

Project Number: BORDER COLONIA ACCESS PROGRAM

County: HIDALGO COUNTY PRECINCT #3

Highway: VARIOUS SUBDIVISIONS

ITEM 479

ADJUSTING MANHOLES AND INLETS

479.1. Description. This Item shall govern for adjusting or capping of existing manholes or inlets as shown on the plans and in accordance with this Item or as directed by the Engineer. Subject to the approval of the Engineer, prefabricated metal extension rings may be furnished for the adjustment of manholes. Drainage junction boxes will be classified as manholes.

479.2. Materials. Manholes or inlet rings, plates, grates and covers, and brick in good condition, removed from the manholes and inlets in the process of abandonment, capping or adjustment, may be reused. Additional materials when required shall conform to the pertinent provisions of Item 465, "Manholes and Inlets".

479.3. Construction Methods. Manholes or inlet rings, covers, plates, and grates shall be removed carefully and the contact areas shall be cleaned of all mortar and grease. Rings, covers, plates, or grates broken in the process of removal and cleaning shall be replaced by the Contractor at his expense.

When prefabricated metal extension rings are furnished, they may be either single piece or multiple piece as necessary for the amount of adjustment. They shall be installed in accordance with the manufacturer's instructions.

If the adjustment involves lowering the top of a manhole or inlet, a sufficient depth of brick courses or concrete shall be removed to permit reconstruction on a batter not exceeding one (1) inch horizontal to two (2) inches vertical. In the case of brickwork, the mortar shall be cleaned from the top course of brick remaining in place and from all brick to be reused and the manhole or inlet rebuilt to the original top dimensions. The manhole or inlet ring, cover, plate, or grate shall then be installed with the top conforming to the proposed new surface.

If the adjustment involves raising the elevation of the top of manhole or inlet, the top surface of brick or concrete shall be cleaned and built up vertically to the new elevation using new brick, brick salvaged from other manhole or inlet adjustments, concrete rings or Class "A" concrete, and the ring, cover, plate, or grate installed with the top conforming to the proposed new surface.

When capping of an inlet or manhole is required, it shall be removed to a minimum of one (1) foot below subgrade elevation or as otherwise indicated on the plans, and capped as shown on the plans.

All work shall be in accordance with Item 465, "Manholes and Inlets".

Excavation and backfill shall conform to Item 400, "Excavation and Backfill for Structures".

479.4. Measurement. Manholes or inlets completely adjusted, or capped as prescribed above, will be measured as each manhole or inlet adjusted.

Project Number: BORDER COLONIA ACCESS PROGRAM

County: HIDALGO COUNTY PRECINCT #3

Highway: VARIOUS SUBDIVISIONS

479.5. Payment. The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Adjusting Manholes", "Adjusting Inlets", or "Adjusting Manholes and Inlets". This price shall be full compensation for furnishing all required materials, including backfill as required, excavation, tools, labor, equipment, and incidentals required to complete the work..

Project Number: BORDER COLONIA ACCESS PROGRAM

County: HIDALGO COUNTY PRECINCT #3

Highway: VARIOUS SUBDIVISIONS

ITEM 502

BARRICADES, SIGNS AND TRAFFIC HANDLING

502.1. Description.

This Item shall govern for providing, installing, moving, replacing, maintaining, cleaning and removing upon completion of work, all barricades, signs, cones, lights and other such type devices and of handling traffic as indicated on the plans or as directed by the Engineer.

502.2. Construction Methods.

All barricades, signs and other types of devices listed above shall conform to details shown on the plans or those indicated in the Texas Manual on Uniform Traffic Control Devices (TMUTCD).

For this project a Traffic Control Plan (TCP), responsive to the TMUTCD, has been established by the Engineer. The Contractor may propose his own TCP. Contractor-proposed major modifications to the Traffic Control Plan shall bear the seal of a Registered Professional Engineer. If his plan is approved in writing by the Engineer, it may be used. Prior to beginning work, the Contractor shall designate, in writing, a competent person who will be responsible and available on the project site
or in the immediate area to insure compliance with the TCP. The Engineer will designate a qualified Departmental person to observe implementation and who will have authority to assure compliance with the TCP.

All retro- reflective traffic control devices such as barricades, vertical panels, signs, etc., shall be maintained by cleaning, replacing or a combination thereof such that during darkness and rain the retro-reflective characteristics shall equal or exceed the retro-reflective characteristics of the standard reflective panels in the Engineer's possession.

502.3. Measurement.

This Item will be measured by the unit of measure "month" as indicated on the plans.

502.4. Payment.

The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Barricades, Signs and Traffic Handling". This price shall be full compensation for furnishing all labor, materials, supplies, equipment and incidentals necessary to complete the work as specified.

Payment will be made on the following basis:

> **(1)** The total payment for this Item will not exceed 10 percent of the total contract amount prior to "Final Acceptance". The portion of the contract amount for this Item in excess of 10 percent of the total contract amount, less any adjustments as specified below, will be paid on the next monthly estimate cycle after the retainage estimate.

(2) Payment for this Item will begin on the first payable monthly construction estimate after barricades, signs and traffic handling devices have been installed in accordance with the TCP and construction has begun.

(3) Monthly payment will be made each succeeding month for this Item provided the barricades, signs and traffic handling devices have been installed and maintained in accordance with the TCP until the contract amount for Barricades, Signs and Traffic Handling has been paid unless adjusted by paragraph (4).

(4) The quantity under this Item will not exceed the total plan quantity except when additional work is added by an approved field change or extra work order. Also when work is suspended for the convenience of the Department, through no fault of the Contractor, additional quantity may be paid when approved by field change.

(5) An overrun of the plan quantity for this Item will not be allowed for approving designs, testing, material shortages, closed construction seasons, curing periods, test periods, failure to complete the work prior to payment of the amount allowed by (1) and (3) above nor delays caused directly or indirectly by requirements of the contract.

(6) If the contract is completed prior to payment of the amount allowed by (1), (3) and (7), the balance due will be paid on the next monthly estimate cycle after the retainage estimate. When the plans establish pay items for particular work called for in the TCP and/or plans, that work will be measured and paid for under the governing items.

(7) If the Contractor fails, within the time frame established by the Engineer, to provide or properly maintain signs and barricades in compliance with the contract requirements, as determined by the Engineer, the Contractor will be considered in non-compliance with this Item and no payment will be made for this Item for the month(s) in question.

Project Number: BORDER COLONIA ACCESS PROGRAM

County: HIDALGO COUNTY PRECINCT #3

Highway: VARIOUS SUBDIVISIONS

ITEM 530

INTERSECTIONS DRIVEWAYS AND TURNOUTS

530.1. Description. Construct and pave intersections, driveways, and turnouts. Pave existing intersections, driveways, and turnouts. Intersections are considered to be areas off the travel lanes and shoulders of the Contract highway on the intersecting highway on the state system. The intersecting on-system highway work will be paid for under this Item only when shown on the plans.
Driveways are defined as private (residential or commercial) and public (county road and city street) access areas off the travel lanes and shoulders. Turnouts include but are not limited to mailbox and litter barrel widenings.

530.2. Materials. Furnish materials that meet the following:

- Item 247, "Flexible Base"
- Item 260, "Lime Treatment (Road Mixed)"
- Item 263, "Lime Treatment (Plant Mixed)"
- Item 275, "Cement Treatment (Road Mixed)"
- Item 276, "Cement Treatment (Plant Mixed)"
- Item 292, "Asphalt Treatment (Plant Mix)"
- Item 316, "Surface Treatments"
- Item 330, "Limestone Rock Asphalt Pavement"
- Item 334, "Hot Mix–Cold Laid Asphalt Concrete Pavement"
- Item 340, "Dense-Graded Hot Mix Asphalt Concrete Pavement (Method)"
- Item 360, "Concrete Pavement"
- Item 421, "Hydraulic Cement Concrete"
- Item 440, "Reinforcing Steel."

530.3. Construction. Construct and pave intersections, driveways, and turnouts, and pave existing intersections, driveways, and turnouts as shown on the plans or as directed. Place materials in accordance with construction Articles of pertinent Items. Provide uninterrupted access to adjacent property unless otherwise directed. Ensure that abrupt elevation changes in driveway or turnout areas that serve as sidewalks do not exceed 1/4 in. and that the sidewalk area cross slope does not exceed 2%. Ready-mix concrete and hand finishing will be permitted when concrete pavement is specified unless otherwise shown in the plans for intersections.

Project Number: BORDER COLONIA ACCESS PROGRAM

County: HIDALGO COUNTY PRECINCT #3

Highway: VARIOUS SUBDIVISIONS

530.4. Measurement. This Item will be measured by each intersection, driveway, or turnout, or by the square yard of the final pavement surface. When "Intersections, Driveways, and Turnouts" or "Driveways and Turnouts" are bid, measurement will be restricted to the square yard.

530.5. Payment. The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Intersections," "Driveways," "Turnouts," "Intersections, Driveways, and Turnouts," or "Driveways and Turnouts" of the surface specified (Concrete, Asphaltic Concrete Pavement, or Surface Treatment).
This price is full compensation for furnishing and operating equipment; excavation and embankment; base and pavement materials; and labor, materials, tools, and incidentals. Drainage structures will be measured and paid for in accordance with the pertinent bid Items. Bonus and penalties for quality control and quality assurance (QC/QA) materials will not apply when payment for those materials is made under this Item.

SPECIAL SPECIFICATION

5010

Construction Exits

1. **Description.** This Item shall govern for the materials to be furnished and for the installation, maintenance, and removal of construction exits of the type and dimensions shown on the plans. This item will be used temporarily during construction to control the tracking of sediment, mud, gravel, etc. from a construction site or other areas identified by the Engineer to a public right of way, street, sidewalk or parking area.

2. **Materials.** All materials shall meet the applicable requirements as indicated below for the specified type of construction exit.

   (1) **Rock Construction Exit.** Rock used for long- and short-term construction exits shall consist of crushed stone. The aggregates shall be clean, hard, durable materials free from adherent coatings, salt, alkali, dirt, clay, loam, shale, soft or flaky materials, or organic and injurious matter.

   (2) **Timber Construction Exit.** Timber for long-term construction exits shall consist of treated railroad ties and timbers. The railroad ties and timbers shall be treated to control rot and shall be No. 2 quality or better and free of large and loose knots. Timber shall be fastened with nuts and bolts or lag bolts all of which shall meet or exceed ASTM-A307.

   Timber for short-term construction exits shall be treated to control rot and shall be No. 2 quality or better and free of large and loose knots. Plywood and/or pressed wafer board shall be a minimum of 1/2 inch thick.

   (3) **Foundation Course.** The foundation course shall be flexible base, bituminous concrete, Portland cement concrete or other materials as approved by the Engineer.

3. **Construction Methods.** When tracking conditions exist, traffic shall not be allowed to cross or leave the construction site and move directly onto a public roadway, alley, sidewalk, parking area, or other right of way in areas other than at locations of construction exits. Construction exits can be either for long or short term use. Foundation courses, if needed, shall be used with the long-term construction exits.

   (1) **Long-Term Construction Exit.** The exit shall be placed over a foundation course, if needed. The foundation course and/or compacted subgrade shall be properly graded to direct runoff from the construction exit to a sediment trap as shown on the plans or as directed by the Engineer. The exit shall normally be constructed a minimum length of 50 feet. The width shall be at least 14 feet for one-way traffic and 20 feet for two-way traffic but shall not be less than full width of all points of ingress and egress and shall be sufficient for all ingress and egress.

      (a) **Type 1 Construction Exit.** This exit shall consist of open-graded crushed stone with a size of four to eight inches as shown on the plans. The depth of the aggregate shall not be less than eight inches.

      (b) **Type 2 Construction Exit.** This exit shall be constructed of treated railroad ties and timbers as shown on the plans.

   (2) **Short-Term Construction Exit.**

      (a) **Type 3 Construction Exit.** This exit shall be either open-graded crushed stone with a size of two to four inches, or plywood or wafer board. This exit shall be used for daily operations when tracking conditions exist such as traffic crossing the construction site at locations where long-term exits are not practicable.

(b) **Type 4 Construction Exit.** This exit shall be as shown on the plans.

4. **Maintenance.** Exits shall be maintained in a condition which will prevent tracking or flowing of sediment onto public right of way. This may require periodic removal and replacement of stone or timber, or other material as conditions demand and repair and/or clean out of any measures used to trap sediment. Sediment spilled, dropped, washed or tracked onto public right of way shall be immediately removed by the Contractor and disposed of at an approved site and in a manner that will not contribute to additional siltation.

   When necessary, wheels shall be cleaned to remove sediment prior to entrance onto public right of way. When washing is required, the construction exit shall be graded to drain into a sediment trap or sediment basin. Sediment shall be prevented from leaving the construction site.

   The construction exits shall be removed promptly when directed by the Engineer. Discarded materials shall become the property of the Contractor for his disposal at an approved site. The area beneath the construction exit and any area damaged by the removal process shall then be stabilized by the Contractor using appropriate methods as approved by the Engineer. When the Special Specification, "Temporary Erosion, Sedimentation and Water Pollution Prevention and Control" is in the contract, stabilization shall be as defined in Subarticle 4.C. of that specification.

5. **Measurement.** Construction exits will be measured by the square yard of surface area of completed and accepted work.

   Each time the Engineer directs that the construction exit(or a portion thereof) be removed or removed and replaced, it will be measured for payment.

6. **Payment.** The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement", will be paid for at the unit price bid for "Construction Exits", of the type specified. This price shall be full compensation for securing and furnishing all materials, including all royalty and freight involved; for loosening, blasting, excavating, screening, crushing when required; for loading all materials; for hauling and delivering to the construction site; for spreading, mixing, blading, dragging, shaping and finishing; cleaning of wheels, when necessary; maintenance (except as shown below); and for all manipulations, labor, tools and incidentals necessary to complete the work.

   When the Engineer directs that the construction exit (or a portion thereof) be replaced, payment will be made at the unit price bid for "Construction Exits (Remove and Replace)", of the type specified. This price shall be full compensation for the removal and replacement of the construction exit, and for all manipulations, labor, tools, equipment and incidentals necessary to complete the work.

   The work performed in removing the exits as described under "Maintenance" and measured under "Measurement" will be paid for at the unit price bid for "Construction Exits (Remove)", of the type specified. This price shall be full compensation for removing, loading, hauling and disposing of all materials to an approved location; for repairing the entrance; and for all manipulations, labor, tools and incidentals necessary to complete the work.

   Construction of sediment traps as well as the periodic removal of accumulated sediment deposits (as described under "Maintenance") used in conjunction with the construction exit will be measured and paid for under the pertinent bid items of the Special Specification, "Earthwork for Erosion Control".

   Stabilization (as described under "Maintenance") will be measured and paid for under the various pertinent bid items.

SPECIAL SPECIFICATION

5249

Temporary Sediment Control Fence

1. **Description.** This Item shall govern for the materials to be furnished and for the installation, maintenance and removal of temporary sediment control fence of the dimensions shown on the plans. This Item will be used temporarily during construction to control erosion and sedimentation.

2. **Materials.**

   (1) **Fence Description.** The fence shall be a net-reinforced fence, using woven geotextile fabric.

   (2) **Fabric.** Fabric materials shall meet the requirements of Departmental Materials Specification D-9-6230, "Temporary Sediment Control Fence Fabric".

   (3) **Posts.** Posts shall be a minimum of 48 inches long, essentially straight, and shall be wood or steel, unless otherwise shown on the plans. Soft wood posts shall be at least 3 inches in diameter or nominal 2 x 4 inches. Hardwood posts shall have a minimum cross-section of 1.5 x 1.5 inches. Steel posts shall be "T" or "L" shaped with a minimum weight of 1.3 pounds per linear foot.

   (4) **Net Reinforcement.** Net reinforcement shall be galvanized welded wire mesh of a minimum 12.5-gauge wire or equal as approved by the Engineer with a maximum opening size of 2 x 4 inches and shall be at least 24 inches wide unless otherwise shown on the plans.

   (5) **Staples.** Staples used to secure reinforcement and fabric to wood posts shall have a crown at least 3/4 inches wide and legs 1/2 inches long.

   (6) **Used Materials.** Previously-used materials from other TxDOT projects, meeting the above requirements and when approved by the Engineer, may be used. Previously used materials from within the project shall be used whenever possible.

3. **Construction Methods.** The temporary sediment control fence shall be used during construction near the downstream perimeter of a disturbed area to intercept sediment from sheet flow. The fence may be incorporated into the erosion control measures used to control sediment in areas of higher flow. The fence installation methods shall be as specified below unless otherwise shown on the plans. The physical alignment and location of the fence shall be as shown on the plans or as directed by the Engineer.

   (1) **Installation of Posts.** Posts shall be embedded to 18 inches deep, or adequately anchored if in rock, with a spacing of 6 to 8 feet, and installed on a slight angle toward the anticipated run-off source.

   (2) **Fabric Anchoring.** Trenches shall be dug along the uphill side of the fence to anchor 6 to 8 inches of fabric. The trench shall have a minimum cross section of 6 x 6 inches. The fabric is against the side of the trench and approximately 2 inches of fabric is across the bottom in the upstream direction. The trench shall then be backfilled and hand tamped as approved by the Engineer.

   (3) **Fabric Attachment.** The reinforcement shall be attached to the end posts, if wood, by staples, or if steel, by T-clips or sewn vertical pockets at a minimum of four (4) locations. The reinforcement shall be attached to each succeeding post as approved by the Engineer. The ends of successive reinforcement sheets or rolls shall be connected at a fence post at least six (6) times with hog rings.

   The fabric shall be fastened to the top strand of reinforcement by hog rings or cord at a maximum spacing of 15 inches.

(4) **Fabric Splices.** Splices shall occur at a fence post and shall have a minimum lap of 6 inches attached in at least six (6) places. Splices in concentrated flow areas will not be permitted.

When removing temporary sediment control fence that is suitable for relocation, the Contractor shall take all necessary measures to maintain the fabric in the best condition.

Requirements for installation of used temporary sediment control fence shall include:

(1) Minimal or no visible signs of biodegradation (weak fibers)
(2) No excessive patching every 15 to 20 linear foot.
(3) Posts must not be bent and backing must not have holes.

4. **Maintenance.** The temporary sediment control fence shall be maintained in good condition (including staking, anchoring, tension adjustments, etc.) By the Contractor. All necessary work and materials to maintain the integrity of the fence, including keeping fabric free of accumulated silt, debris, etc., shall be provided until earthwork construction and permanent erosion control features are in place, and/or the disturbed area has been adequately stabilized. When the Special Specification, "Temporary Erosion, Sedimentation, and Water Pollution Prevention and Control", is in the contract, stabilization shall be as described in Subarticle 4.C. of that specification. The areas damaged by the removal process shall be stabilized by the Contractor using appropriate methods as approved by the Engineer.

Torn or punctured fabric shall be repaired by the placement of a patch consisting of an additional layer of fabric over the damaged area. The patch shall have a minimum overlap of 18 inches in all directions and be securely attached to the repaired fabric.

When the accumulated sediment deposit reaches a depth of approximately 6 inches, it shall be removed and disposed of at approved sites in a manner that will not contribute to additional siltation. If the structure ceases to function as intended, the Engineer may direct that the fence or portions thereof be replaced. Such replacement will be measured for payment.

5. **Measurement.** Temporary sediment control fence will be measured by the linear foot of fence, complete in place, measurement being made along the centerline of the top of the fence.

Each time the Engineer directs that the temporary sediment control fence (or portions thereof) be removed or removed and replaced, it will be measured by the linear foot for payment.

6. **Payment.** The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement", will be paid for at the unit price bid for "Temporary Sediment Control Fence". This price shall be full compensation for furnishing, placing and maintenance of the fence (except as shown below); for all required trenching, fence posts, fabric and backfill; and for all labor, tools, equipment and incidentals necessary to complete the work.

When the Engineer directs that the temporary sedimentation control fence installation (or portions thereof) be replaced, payment will be made at the unit price, bid for "Temporary Sediment Control Fence (Remove and Replace)". This price shall be full compensation for the removal and replacement of the fence installation and for all manipulations, labor, tools, equipment and incidentals necessary to complete the work.

No non-damaged material will be removed from the project until such time that no new installations or replacements will be required. All sound materials removed from project installations will be placed or stockpiled for project placement or replacement. No new material will be accepted when stockpiled material is available for use. The Contractor retains ownership of the stockpiled material.

The removal of accumulated sediment deposits, as described under "Maintenance", will be measured and paid for under the pertinent bid items of the Special Specification, "Earthwork for Erosion Control".

The work performed in the final removal of the temporary sediment control fence installation as described under "Maintenance" and measured under "Measurement" will be paid for at the unit price bid for "Temporary Sediment Control Fence (Remove)". This price shall be full compensation for removing the fence from the

existing location, for stockpiling for future use, for proper disposal of damaged material, and for all manipulations, labor, tools, equipment and incidentals necessary to complete the work.

Stabilization (as described under "Maintenance") will be measured and paid for under the various pertinent bid items.

GOVERNING SPECIFICATIONS AND SPECIAL PROVISIONS

All specifications and special provisions applicable to this project are identified as follows:

STANDARD SPECIFICATIONS: Adopted by the Texas Department of Transportation, June 1, 2004. Standard Specifications are incorporated into the contract by reference.

Example:

ITEM 247	FLEXIBLE BASE (204)
ITEM 502	BARRICADES, SIGNS AND TRAFFIC HANDLING
ITEM 530	DRIVEWAYS AND TURNOUTS
ITEM 5010	CONSTRUCTION EXITS

SPECIAL PROVISIONS: Special Provisions will govern and take precedence over the Specifications enumerated hereon wherever in conflict therewith. (Enclosed herewith)

General: The above listed specifications items are those under which payment is to be made. These, together with such other pertinent items, if any, as may be referred to in the above-listed specification items, and including the special provisions listed above, constitute the complete specifications for this project.

All item numbers noted in these plans are the same as those referenced in the Texas Department of Transportation 2004 Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges book (June 1, 2004)

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: [signature]
Print Name: Raul Iglesias
Title: Managing Partner
Telephone Number: 956-607-0741
Date: 12/15/10

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

Form **W-9**
(Rev. November 2005)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)
Asago, LLC

Business name, if different from above
Asago Construction

Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☑ Other ▶ LLC ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.)
2113 Pecos Street

Requester's name and address (optional)

City, state, and ZIP code
Mission, Texas 78572

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number
			–			–		

or

Employer identification number
7	4	–	2	8	2	1	0	8	7

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person ▶ [signature] Date ▶ 5/23/2011

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.

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: Asago, LLC **Telephone No. (956) 607-0741**

dba Name: Asago Construction

Legal Name:

Mailing Address : 2113 Pecos Street **Fax No. (956) 585-7040**

Physical Address: SAME

City, State, Zip Mission, Texas 78572 **Tax I.D. No. 74-2821087**

Remit to Address : SAME **City, State, Zip**

E-Mail Address: asago@rgv.rr.com

Representative(s) Name(s) & Title(s) Raul Iglesias, Manager

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:
Raul Iglesias, Manager

Small and/or Disadvantaged Business Information (check application criteria)

Small Business:	Disadvantaged Business (At Least 51% Ownership)	
☐ Less than 125,000 annual gross receipt	☐ Black American	☐ Native American
☐ Less than 250,000 annual gross receipt	√ Hispanic American	☐ Women
☐ Less than 499,000 annual gross receipt	☐ Asian Pacific American	☐ Other
√ More than 500,000 annual gross receipt		

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

Indicate Certification No.(s):_____ **or are Certificate(s) attached?:** ☐ Yes ☐ No

What type of product(s) is/are solicited by your company?:

Would you like to be provided with specifications for procurements of such products?: ☐ Yes ☐ No

To Be Completed by the County: Rec'd by (Purchasing):_____ **Date Rec'd by (Purchasing):**

Date Forwarded Information to Auditor's Office:_____**Entry Date:** _____ **Vendor No.:**

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

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

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

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

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

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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:

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 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.

2166005

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

OFFICE USE ONLY
Date Received

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.

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

Raul Iglesias

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.**

None

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

Raul Iglesias

Signature of person doing business with the governmental entity

12/29/2010

Date

Adopted 06/29/2007

Filed for Record in:
Hidalgo County
by Arturo Guajardo Jr.
County Clerk

On: Dec 29,2010 at 02:48P

As a Recording

Document Number: 2166005
Total Fees : 16.00

Receipt Number - 1166616
By,
Azeneth Uresti, Deputy

SALES TAX AND LOCAL SALES TAX
EXEMPTION CERTIFICATE FOR CONTRACTORS

This Contract is to be performed for an exempt organization as defined by Article 20.04 (H) (4) of the Texas Limited Sales, Excise, and Use Tax Act and the undersigned hereby claims an exemption from payment of taxes under Chapter 20, title 122A, revised hereby claims an exemption from payment of taxes under Chapter 20, title 122A, revised civil statues of Texas, and Article 1066 ©, entitle Local Sales and Use Tax, revised civil statues of Texas.

The Contractor performing this Contract may purchase, rent, or lease all materials, supplies, equipment used for consumed in the performance of this Contract by issuing to his retailer an exemption certificate in lieu of the tax, said exemption certificate complying with State Comptroller's Ruling No 95-9.07. Any such exemption certificate issue by the Contractor in lieu of the tax shall be subject to the provisions of the State Comptroller's Ruling No. 95.0.09 as amended to be effective October 2, 1968.

EXECUTED this the 23 day of May, 20 11.

Asago, LLC dba Asago Construction
By: Raul Iglesias, Manager

GOVERNMENT CODE

CHAPTER 2258. PREVAILING WAGE RATES

SUBCHAPTER A. GENERAL PROVISIONS

§Sec. 2258.001. DEFINITIONS. In this chapter:

(1) "Locality in which the work is performed" means:

(A) for a contract for a public work awarded by the state, the political subdivision of the state in which the public work is located:

(i) which may include a county, municipality, county and municipality, or district, except as provided by Subparagraph (ii); and

(ii) which, in a municipality with a population of 500,000 or more, may only include the geographic limits of the municipality; or

(B) for a contract for a public work awarded by a political subdivision of the state, the geographical limits of the political subdivision.

(2) "Public body" means a public body awarding a contract for a public work on behalf of the state or a political subdivision of the state.

(3) "Worker" includes a laborer or mechanic.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995. Amended by Acts 2001, 77th Leg., ch. 1422, Sec. 14.04, eff. Sept. 1, 2001.

§Sec. 2258.002. APPLICABILITY OF CHAPTER TO PUBLIC WORKS. (a) This chapter applies only to the construction of a public work, including a building, highway, road, excavation, and repair work or other project development or improvement, paid for in whole or in part from public funds, without regard to whether the work is done under public supervision or direction.

(b) This chapter does not apply to work done directly by a public utility company under an order of a public authority.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.003. LIABILITY. An officer, agent, or employee of a public body is not liable in a civil action for any act or omission implementing or enforcing this chapter unless the action was made in bad faith.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

SUBCHAPTER B. PAYMENT OF PREVAILING WAGE RATES

§Sec. 2258.021. RIGHT TO BE PAID PREVAILING WAGE RATES. (a) A worker employed on a public work by or on behalf of the state or a political subdivision of the state shall be paid:

(1) not less than the general prevailing rate of per diem wages for work of a similar

character in the locality in which the work is performed; and

(2) not less than the general prevailing rate of per diem wages for legal holiday and overtime work.

(b) Subsection (a) does not apply to maintenance work.

(c) A worker is employed on a public work for the purposes of this section if the worker is employed by a contractor or subcontractor in the execution of a contract for the public work with the state, a political subdivision of the state, or any officer or public body of the state or a political subdivision of the state.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995. Amended by Acts 1997, 75th Leg., ch. 165, Sec. 18.01, eff. Sept. 1, 1997.

§Sec. 2258.022. DETERMINATION OF PREVAILING WAGE RATES.

(a) For a contract for a public work awarded by a political subdivision of the state, the public body shall determine the general prevailing rate of per diem wages in the locality in which the public work is to be performed for each craft or type of worker needed to execute the contract and the prevailing rate for legal holiday and overtime work by:

(1) conducting a survey of the wages received by classes of workers employed on projects of a character similar to the contract work in the political subdivision of the state in which the public work is to be performed; or

(2) using the prevailing wage rate as determined by the United States Department of Labor in accordance with the Davis-Bacon Act (40 U.S.C. Section 276a et seq.), and its subsequent amendments.

(b) This subsection applies only to a public work located in a county bordering the United Mexican States or in a county adjacent to a county bordering the United Mexican States. For a contract for a public work awarded by the state, the public body shall determine the general prevailing rate of per diem wages in the locality in which the public work is to be performed for each craft or type of worker needed to execute the contract and the prevailing rate for legal holiday and overtime work as follows. The public body shall conduct a survey of the wages received by classes of workers employed on projects of a character similar to the contract work both statewide and in the political subdivision of the state in which the public work is to be performed. The public body shall also consider the prevailing wage rate as determined by the United States Department of Labor in accordance with the Davis-Bacon Act (40 U.S.C. Section 276a et seq.), and its subsequent amendments, but only if the survey used to determine that rate was conducted within a three-year period preceding the date the public body calls for bids for the public work. The public body shall determine the general prevailing rate of per diem wages in the locality based on the higher of:

(1) the rate determined from the survey conducted in the political subdivision;

(2) the arithmetic mean between the rate determined from the survey conducted in the political subdivision and the rate determined from the statewide survey; and

(3) if applicable, the arithmetic mean between the rate determined from the survey conducted in the political subdivision and the rate determined by the United States Department of Labor.

(c) The public body shall determine the general prevailing rate of per diem wages as a sum certain, expressed in dollars and cents.

(d) A public body shall specify in the call for bids for the contract and in the contract itself the wage rates determined under this section.

(e) The public body's determination of the general prevailing rate of per diem wages is final.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995. Amended by Acts 1997, 75th Leg., ch. 165, Sec. 18.02, eff. Sept. 1, 1997; Acts 2001, 77th Leg., ch. 1422, Sec. 14.05, eff. Sept. 1, 2001.
Amended by: Acts 2007, 80th Leg., R.S., Ch. 728, Sec. 1, eff. September 1, 2007.

§Sec. 2258.023. PREVAILING WAGE RATES TO BE PAID BY CONTRACTOR AND SUBCONTRACTOR; PENALTY.

(a) The contractor who is awarded a contract by a public body or a subcontractor of the contractor shall pay not less than the rates determined under Section 2258.022 to a worker employed by it in the execution of the contract.

(b) A contractor or subcontractor who violates this section shall pay to the state or a political subdivision of the state on whose behalf the contract is made, $60 for each worker employed for each calendar day or part of the day that the worker is paid less than the wage rates stipulated in the contract. A public body awarding a contract shall specify this penalty in the contract.

(c) A contractor or subcontractor does not violate this section if a public body awarding a contract does not determine the prevailing wage rates and specify the rates in the contract as provided by Section 2258.022.

(d) The public body shall use any money collected under this section to offset the costs incurred in the administration of this chapter.

(e) A municipality is entitled to collect a penalty under this section only if the municipality has a population of more than 10,000.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.024. RECORDS.

(a) A contractor and subcontractor shall keep a record showing:

(1) the name and occupation of each worker employed by the contractor or subcontractor in the construction of the public work; and

(2) the actual per diem wages paid to each worker.

(b) The record shall be open at all reasonable hours to inspection by the officers and agents of the public body.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.025. PAYMENT GREATER THAN PREVAILING RATE NOT PROHIBITED. This chapter does not prohibit the payment to a worker employed on a public work an amount greater than the general prevailing rate of per diem wages.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.026. RELIANCE ON CERTIFICATE OF SUBCONTRACTOR. A contractor is entitled to rely on a certificate by a subcontractor regarding the payment of all sums due those working for the subcontractor until the contrary has been determined.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

SUBCHAPTER C. ENFORCEMENT; CIVIL AND CRIMINAL PENALTIES

§Sec. 2258.051. DUTY OF PUBLIC BODY TO HEAR COMPLAINTS AND WITHHOLD PAYMENT. A public body awarding a contract, and an agent or officer of the public body, shall:

(1) take cognizance of complaints of all violations of this chapter committed in the execution of the contract; and

(2) withhold money forfeited or required to be withheld under this chapter from the payments to the contractor under the contract, except that the public body may not withhold money from other than the final payment without a determination by the public body that there is good cause to believe that the contractor has violated this chapter.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.052. COMPLAINT; INITIAL DETERMINATION.

(a) On receipt of information, including a complaint by a worker, concerning an alleged violation of Section 2258.023 by a contractor or subcontractor, a public body shall make an initial determination as to whether good cause exists to believe that the violation occurred.

(b) A public body must make its determination under Subsection (a) before the 31st day after the date the public body receives the information.

(c) A public body shall notify in writing the contractor or subcontractor and any affected worker of its initial determination.

(d) A public body shall retain any amount due under the contract pending a final determination of the violation.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.053. ARBITRATION REQUIRED FOR UNRESOLVED ISSUE.

(a) An issue relating to an alleged violation of Section 2258.023, including a penalty owed to a public body or an affected worker, shall be submitted to binding arbitration in accordance with the Texas General Arbitration Act (Article 224 et seq., Revised Statutes) if the contractor or subcontractor and any affected worker do not resolve the issue by agreement before the 15th day after the date the public body makes its initial determination under Section 2258.052.

(b) If the persons required to arbitrate under this section do not agree on an arbitrator before the 11th day after the date that arbitration is required under Subsection (a), a district court shall appoint an arbitrator on the petition of any of the persons.

(c) A public body is not a party in the arbitration.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.054. ARBITRATION AWARD; COSTS. (a) If an arbitrator determines that Section 2258.023 has been violated, the arbitrator shall assess and award against the contractor or subcontractor:

(1) penalties as provided by Section 2258.023 and this section; and

(2) all amounts owed to the affected worker.

(b) An arbitrator shall assess and award all reasonable costs, including the arbitrator's fee, against the party who does not prevail. Costs may be assessed against the worker only if the arbitrator finds that the claim is frivolous. If the arbitrator does not find that the claim is frivolous and does not make an award to the worker, costs are shared equally by the parties.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.055. ARBITRATION DECISION AND AWARD FINAL. The decision and award of the arbitrator is final and binding on all parties and may be enforced in any court of competent jurisdiction.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.056. PAYMENT BY PUBLIC BODY TO WORKER; ACTION TO RECOVER PAYMENT.

(a) A public body shall use any amounts retained under this chapter to pay the worker the difference between the amount the worker received in wages for labor on the public work at the rate paid by the contractor or subcontractor and the amount the worker would have received at the general prevailing wage rate as provided in the arbitrator's award.

(b) The public body may adopt rules, orders, or ordinances relating to the manner in which a reimbursement is made.

(c) If the amounts retained by a public body under this chapter are not sufficient for the public body to pay the worker the full amount owed, the worker has a right of action against the contractor or subcontractor and the surety of the contractor or subcontractor to recover the amount owed, reasonable attorney's fees, and court costs.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.057. WITHHOLDING BY CONTRACTOR.

(a) A contractor may withhold from a subcontractor sufficient money to cover an amount withheld from the contractor by a public body because the subcontractor violated this chapter.

(b) If the contractor has made a payment to the subcontractor, the contractor may withhold money from any future payments owed to the subcontractor or sue the subcontractor or the subcontractor's surety for the amount withheld from the contractor by a public body because of the subcontractor's violation.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.058. CRIMINAL OFFENSE.

(a) An officer, agent, or representative of the state or of a political subdivision of the state commits an offense if the person wilfully violates or does not comply with a provision of this chapter.

(b) A contractor or subcontractor of a public work under this chapter, or an agent or representative of the contractor or subcontractor, commits an offense if the person violates Section 2258.024.

(c) An offense under this section is punishable by:

(1) a fine not to exceed $500;

(2) confinement in jail for a term not to exceed six months; or

(3) both a fine and confinement.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

GENERAL DECISION: TX20100029 03/12/2010 TX29

Date: March 12, 2010
General Decision Number: TX20100029 03/12/2010

Superseded General Decision Number: TX20080029

State: Texas

Construction Types: Heavy and Highway

Counties: Cameron, Hidalgo and Webb Counties in Texas.

Heavy (excluding tunnels and dams) and Highway Construction Projects (does not include building structures in rest area projects). *NOT TO BE USED FOR HEAVY PROJECTS in Nueces and San Patricio Counties.

Modification Number	Publication Date
0	03/12/2010

* SUTX2005-004 01/05/2005

	Rates	Fringes
Asphalt Distributor Operator	$ 9.57	0.00
Asphalt paving machine operator	$ 9.73	0.00
Asphalt Raker	$ 7.50	0.00
Asphalt Shoveler	$ 9.35	0.00
Broom or Sweeper Operator	$ 7.55	0.00
Bulldozer operator	$ 9.28	0.00
CARPENTER	$ 10.20	0.00
Concrete Finisher, Paving	$ 10.73	0.00
Concrete Finisher, Structures	$ 9.59	0.00
Concrete Rubber	$ 9.87	0.00
Crane, Clamshell, Backhoe, Derrick, Dragline, Shovel Operator	$ 10.83	0.00
Flagger	$ 7.40	0.00
Form Builder/Form Setter, Structures	$ 9.16	0.00
Form Setter, Paving & Curb	$ 10.50	0.00
Foundation Drill Operator, Truck Mounted	$ 12.50	0.00

Front End Loader Operator	$ 8.61	0.00
Laborer, common	$ 7.69	0.00
Laborer, Utility	$ 9.05	0.00
MECHANIC	$ 10.81	0.00
Motor Grader Operator, Fine Grade	$ 11.91	0.00
Motor Grader Operator, Rough	$ 11.27	0.00
Pipelayer	$ 8.44	0.00
Reinforcing Steel Setter	$ 10.44	0.00
Roller Operator, Pneumatic, Self-Propelled	$ 7.25	0.00
Roller Operator, Steel Wheel, Flat Wheel/Tamping	$ 7.25	0.00
Roller Operator, Steel Wheel, Plant Mix Pavement	$ 8.00	0.00
Scraper Operator	$ 8.61	0.00
Servicer	$ 8.81	0.00
Tractor operator, Pneumatic	$ 8.50	0.00
Traveling Mixer Operator	$ 8.30	0.00
Truck driver, lowboy-Float	$ 10.82	0.00
Truck driver, Single Axle, Heavy	$ 9.43	0.00
Truck driver, Single Axle, Light	$ 9.19	0.00
Truck Driver, Tandem Axle, Semi-Trailer	$ 8.01	0.00
WELDER	$ 10.31	0.00
Work Zone Barricade Servicer	$ 8.40	0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

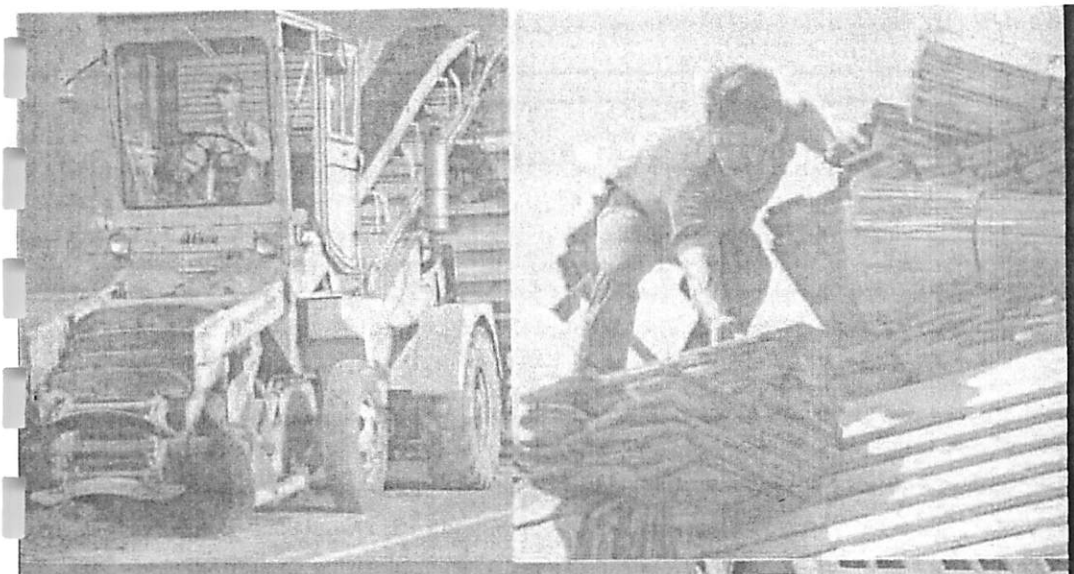
Administrative Review Board
U.S. Department of Labor

200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

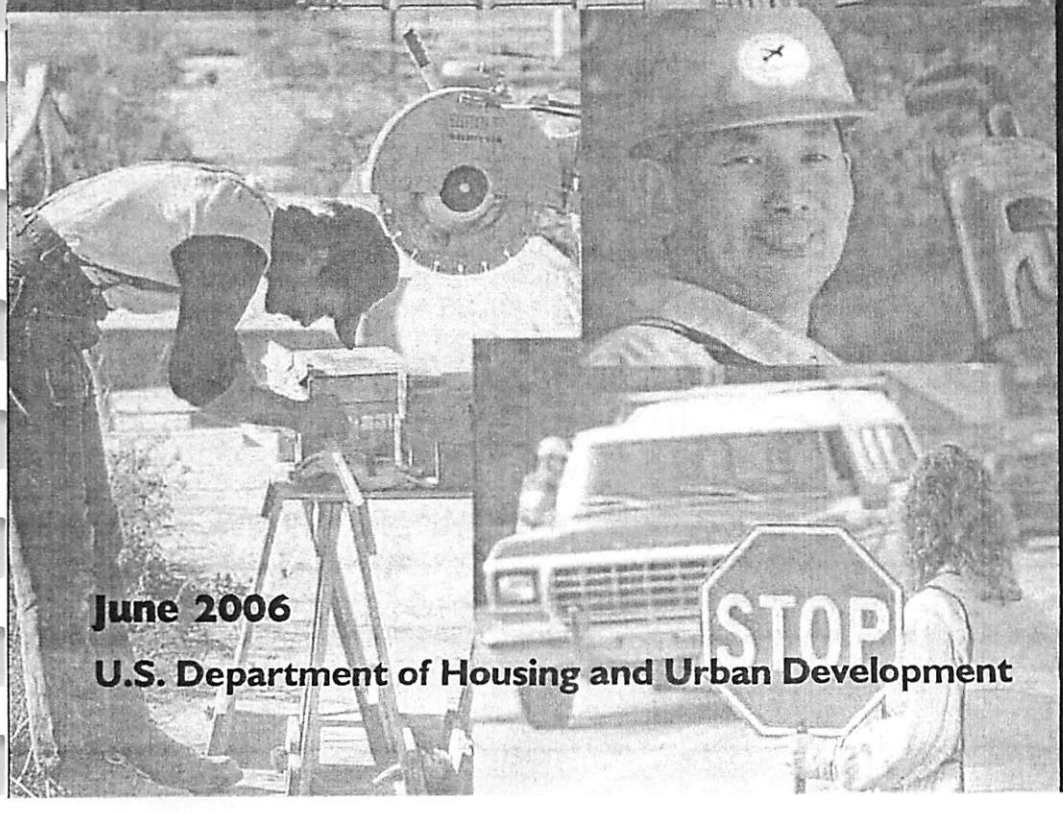
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END OF GENERAL DECISION



MAKING DAVIS-BACON WORK

A Contractor's Guide to Prevailing Wage Requirements for Federally-Assisted Construction Projects



June 2006

U.S. Department of Housing and Urban Development

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Introduction

This Guide has been prepared for you as a contractor performing work on construction projects that are ***assisted*** by the Department of Housing and Urban Development and subject to Davis-Bacon prevailing wage requirements. This Guide ***does not*** address contractor requirements involved in ***direct*** Federal contracting where HUD or another Federal agency enters into a procurement contract. In this latter case, the Federal Acquisition Regulations (FAR) are applicable. While the guidance contained in this Guide is generally applicable to ***any*** Davis-Bacon covered project, specific questions pertaining to direct Federal contracts should be addressed to the Contracting Officer who signed the contract for the Federal agency.

Our objective here is to provide you with a guide which is simple and non-bureaucratic yet comprehensive and which will help you better understand and comply with Davis-Bacon labor standards. HUD's Office of Labor Relations worked closely with the Department of Labor's Wage and Hour Division to make sure that the labor standards provisions in your contract and the specifics of complying with them represent the latest information. It is the Department of Labor which has general administrative oversight of all Federal contracting agencies, such as HUD, which administer the day-to-day responsibilities of enforcing Davis-Bacon provisions in construction contracts they either fund or assist in funding.

There are three chapters in this Guide. The first chapter offers a brief description of the laws and regulations associated with Federal labor standards administration and enforcement and discusses both what's in your contract that requires Davis-Bacon compliance and your responsibilities. The second chapter deals with labor standards and payroll reporting requirements. The third chapter discusses what can happen in the event there is a dispute about the wage rates that should be (or have been) paid and any back wages that may be due.

Finally, not all HUD construction projects are covered by Davis-Bacon wage rates. For the purpose of this Guide, we are assuming that a determination has already been made that Davis-Bacon wage rates are applicable. Should you wish assistance in determining whether Davis-Bacon wage rates apply to a particular project or if you need other related technical assistance, please consult with the HUD Labor Relations Field staff for your area. If you don't know which staff to contact, a list of Labor Relations field offices and their geographic areas and telephone numbers can be found on HUD's Home Page at the address below.

Visit the Office of Labor Relations
on the World Wide Web HUD Home Page at:
http://www.hud.gov/offices/olr

Obtain additional copies of this Guide and other publications at our web site or by telephone from HUD's Customer Service Center at (800) 767-7468.

MAKING DAVIS-BACON WORK

A Contractor's Guide to Prevailing Wage Requirements for Federally-Assisted Construction Projects



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CHAPTER 1.
Laws, Regulations, Contracts and Responsibilities

The following paragraphs describe what the labor standards laws and regulations actually say and what they mean to you on HUD projects:

1-1 Davis-Bacon and Other Labor Laws

a. The Davis-Bacon Act (DBA)

The Davis-Bacon Act requires the payment of prevailing wage rates (which are determined by the U.S. Department of Labor) to all laborers and mechanics on Federal government and District of Columbia construction projects in excess of $2,000. Construction includes alteration and/or repair, including painting and decorating, of public buildings or public works.

Most HUD construction work ***is not*** covered by the DBA itself since HUD seldom contracts directly for construction services. Most often, if Davis-Bacon wage rates apply to a HUD project it is because of a labor provision contained in one of HUD's "Related Acts" such as the U.S. Housing Act of 1937, the National Housing Act, the Housing and Community Development Act of 1974, the National Affordable Housing Act of 1990, and the Native American Housing Assistance and Self-Determination Act of 1996. The Related Acts are often referred to as the **Davis-Bacon and Related Acts or *DBRA*.**

b. The Contract Work Hours and Safety Standards Act (CWHSSA)

CWHSSA requires time and one-half pay for overtime (O/T) hours (over 40 in any workweek) worked on the covered project. The CWHSSA applies to both direct Federal contracts and to indirect Federally-assisted contracts ***except*** where the assistance is solely in the nature of a loan guarantee or insurance. CWHSSA violations carry a liquidated damages penalty ($10/day per violation). Intentional violations of CWHSSA standards can be considered for Federal criminal prosecution.

CWHSSA does not apply to *prime contracts* of $100,000 or less. In addition, some HUD projects are not covered by CWHSSA because some HUD programs only provide loan guarantees or insurance. CWHSSA also does not apply to construction or rehabilitation contracts that are not subject to Federal prevailing wage rates (e.g., Davis-Bacon wage rates, or HUD-determined rates for operation of public housing and Indian block grant-assisted housing). However, even though CWHSSA overtime pay is not required, Fair Labor Standards Act (FLSA) overtime pay is probably still applicable. *(See also* Labor Relations Letter *SL-95-01, CWHSSA Coverage threshold for overtime and health and safety provisions,* available on-line at the HUD Labor Relations Library at: www.hud.gov/offices/olr/library.cfm)

c. The Copeland Act (Anti-Kickback Act)

The Copeland Act makes it a Federal crime for anyone to require any laborer or mechanic (employed on a Federal or Federally-assisted project) to ***kickback*** (i.e., give up or pay back) any part of their wages. The Copeland Act requires every employer (contractors and subcontractors) to submit weekly certified payroll reports (CPRs) and regulates permissible payroll deductions.

d. The Fair Labor Standards Act (FLSA)

The FLSA contains Federal minimum wage rates, overtime (O/T), and child labor requirements. These requirements generally apply to any labor performed. The DOL has the authority to administer and enforce FLSA. HUD will refer to the DOL any possible FLSA violations that are found on HUD projects.

1-2 Davis-Bacon Regulations

The Department of Labor (DOL) has published rules and instructions concerning Davis-Bacon and other labor laws in the Code of Federal Regulations (CFR). These regulations can be found in ***Title 29 CFR Parts 1, 3, 5, 6 and 7.*** *Part 1* explains how the DOL establishes and publishes DBA wage determinations *(aka wage decisions)* and provides instructions on how to use the determinations. *Part 3* describes Copeland Act requirements for payroll deductions and the submission of weekly certified payroll reports. *Part 5* covers the labor standards provisions that are in your contract relating to Davis-Bacon Act wage rates and the responsibilities of contractors and contracting agencies to administer and enforce the provisions. *Part 6* provides for administrative proceedings enforcing Federal labor standards on construction and service contracts. Last, *Part 7* sets parameters for practice before the Administrative Review Board. These regulations are used as the basis for administering and enforcing the laws.

DOL Regulations are available on-line on the World Wide Web: ***http://www.dol.gov/dol/allcfr/Title_29/toc.htm***

1-3 Construction Contract Provisions

Each contract subject to Davis-Bacon labor standards requirements must contain labor standards clauses and a Davis-Bacon wage decision. These documents are often bound into the contract specifications.

a. The Labor Standards Clauses

The labor standards clauses describe the responsibilities of the contractor concerning Davis-Bacon wages and obligate the contractor to comply with the labor requirements. The labor standards clauses also provide for remedies in the event of violations, including withholding from payments due to the contractor to ensure the payment of wages or liquidated damages which may be found due. These contract clauses enable the contract administrator to enforce the Federal labor standards applicable to the project. HUD has standard forms that contain contract clauses. For example, the HUD-2554, Supplementary Conditions to the Contract for Construction, which is issued primarily for FHA multifamily housing and other construction projects administered by HUD; the HUD-4010, Federal Labor Standards Provisions, which is used for CDBG and HOME projects, and the HUD-5370, General Conditions of the Contract for Construction – Public and Indian Housing Program.

HUD program labor standards forms are available on-line at: ***www.hudclips.org/cgi/index.cgi***

b. Davis-Bacon Wage Decisions

The Davis-Bacon wage decision (or wage determination) is a listing of various construction work classifications, such as Carpenter, Electrician, Plumber and Laborer, and the minimum wage rates (and fringe benefits, where prevailing) that people performing work in those classifications must be paid.

Davis-Bacon wage decisions are established by the DOL for various types of construction (e.g., residential, heavy, highway) and apply to specific geographic areas, usually a county or group of counties. Wage decisions are modified from time to time to keep them current. In most cases, when the contract is awarded or when construction begins, the wage decision is "locked-in" and no future modifications are applicable to the contract or project involved.

All current Davis-Bacon wage decisions can be accessed on-line at no cost at:

www.wdol.gov

1-4 Responsibility of the Principal Contractor

The principal contractor (also referred to as the ***prime*** *or* ***general contractor***) is responsible for the full compliance of all employers (the contractor, subcontractors and any lower-tier subcontractors) with the labor standards provisions applicable to the project. Because of the contractual relationship between a prime contractor and his/her subcontractors, subcontractors generally should communicate with the contract administrator only through the prime contractor. *(See Contract Administrator, below.)*

To make this Guide easier to understand, the term *"prime contractor"* will mean the principal contractor; *"subcontractor"* will mean all subcontractors including lower-tier subcontractors; and the term *"employer"* will mean all contractors as a group, including the prime contractor and any subcontractors and lower-tier subcontractors.

1-5 Responsibility of the Contract Administrator

The ***contract administrator*** is responsible for the proper administration and enforcement of the Federal labor standards provisions on contracts covered by Davis-Bacon requirements. We use this term to represent the person (or persons) who will provide labor standards advice and support to you and other project principals (e.g., the owner, sponsor, architect), including providing the proper Davis-Bacon wage decision (see ¶2-1, ***The Wage Decision***) and ensuring that the wage decision and contract clauses are incorporated into the contract for construction. The contract administrator also monitors labor standards compliance (see ¶2-6, ***Compliance Reviews***) by conducting interviews with construction workers at the job site and reviewing payroll reports, and oversees any enforcement actions that may be required.

The contract administrator could be an employee or agent of HUD, or of a city or county or public housing agency. *For HUD projects administered directly by HUD staff, usually FHA-insured multifamily projects, the contract administrator will be the HUD Labor Relations field staff.* But many HUD-assisted projects are administered by local contracting agencies such as Public Housing Agencies (PHAs),

Indian tribes and tribally-designated housing entities (TDHEs), and States, cities and counties under HUD's Community Development Block Grant (CDBG) and HOME programs. In these cases, the *contract administrator* will likely be local agency staff. In either case, the guidance for you remains essentially the same.

The DOL also has a role in monitoring Davis-Bacon administration and enforcement. In addition, DOL has independent authority to conduct investigations. A DOL investigator or other DOL representative may visit Davis-Bacon construction sites to interview construction workers or review payroll information.

CHAPTER 2. How to Comply with Labor Standards and Payroll Reporting Requirements

Where to start?

Now that you know you're on a Davis-Bacon project and you know some of the legal and practical implications, what's next?

SECTION I — THE BASICS

2-1 The Wage Decision

Davis-Bacon labor standards stipulate the wage payment requirements for *Carpenters, Electricians, Plumbers, Roofers, Laborers, and other construction work classifications* that may be needed for the project. The ***Davis-Bacon wage decision*** that applies to the project contains a schedule of work classifications and wage rates that must be followed. If you don't have it already (and by now you should), you'll want to get a copy of the applicable ***Davis-Bacon wage decision***.

Remember, the wage decision is contained in the contract specifications along with the labor standards clauses. *See ¶1-3, Construction Contract Provisions.*

a. The Work Classifications and Wage Rates

A Davis-Bacon wage decision is simply a listing of different work classifications and the minimum wage rates that must be paid to anyone performing work in those classifications. You'll want to make sure that the work classification(s) you need are contained in the wage decision and make certain you know exactly what wage rate(s) you will need to pay. Some wage decisions cover several counties and/or types of construction work (for example, residential and commercial work) and can be lengthy and difficult to read. Contact the *contract administrator* (HUD Labor Relations field staff or local agency staff) if you have any trouble reading the wage decision or finding the work classification(s) you need.

To make reading lengthy wage decisions easier for you, the contract administrator may prepare a Project Wage Rate Sheet (HUD-4720). This Sheet is a one-page transcript that will show only the classifications and wage rates for a particular project. A blank copy of a Project Wage Rate Sheet is provided for you in the appendix. Also, a fillable version of this form is available on-line at HUDClips (see web address in the Appendix). Contact the contract administrator monitoring your project for assistance with a Project Wage Rate Sheet.

b. Posting the Wage Decision

If you are the prime contractor, you will be responsible for posting a copy of the wage decision (or the Project Wage Rate Sheet) and a copy of a DOL poster called *Notice to All Employees* (Form WH-1321) at the job site in a place that is easily accessible to all of the construction workers employed at the project and where the wage decision and poster won't be destroyed by wind or rain, etc. The *Notice to All Employees* poster is available on-line at HUDClips (see address in the Appendix).

2-2 Additional "Trade" Classifications and Wage Rates

What if the work classification you need isn't on the wage decision? If the work classification(s) that you need doesn't appear on the wage decision, you will need to request an ***additional classification and wage rate***. This process is usually very simple and you'll want to start the request right away. Basically, you identify the classification you need and recommend a wage rate for DOL to approve for the project. There are a few rules about additional classifications; you'll find these rules in the DOL regulations, Part 5, and in the labor clauses in your contract. The rules are summarized for you here:

a. Additional Classification Rules

Additional classifications and wage rates can be approved if:

1) The requested classification is used by construction contractors in the area of the project. (The area is usually defined as the *county* where the project is located).
2) The work that will be performed by the requested classification is not already performed by another classification that is already on the wage decision. (In other words, if there already is an Electrician classification and wage rate on the wage decision you can't request another Electrician classification and rate.)
3) The proposed wage rate for the requested classification "fits" with the other wage rates already on the wage decision. (For example, the wage rate proposed for a trade classification such as Electrician must be at least as much as the lowest wage rate for other trade classifications already contained in the wage decision.) And,
4) The workers that will be employed in the added classification (if it is known who the workers are/will be), or the workers' representatives, must agree with the proposed wage rate.

b. Making the Request

A request for additional classification and wage rate must be made in writing through the contract administrator. (If the contract administrator is a local agency, the agency will send the request to the HUD Labor Relations staff.) If you are a subcontractor, your request should also go through the prime contractor. All you need to do is identify the work classification that is missing and recommend a wage rate (usually the rate that employer is already paying to the employees performing the work) for that classification. You may also need to describe the work that the new classification will perform.

c. HUD Review

The HUD Labor Relations field staff will review the requested classification and wage rate to determine whether the request meets the DOL rules outlined in paragraph 2-2(a), above. If additional information or clarification is needed, the staff will contact the prime contractor (or contract administrator for local agency projects) for more information, etc. If the Labor Relations review finds that the request meets the rules, the staff will give preliminary approval on the request and refer it to the DOL for final approval. The staff will send to you a copy of the preliminary approval/referral letter to the DOL.

If the HUD Labor Relations staff doesn't think the request meets the rules and if agreement can't be reached on the proper classification or wage rate for the work described, the HUD Labor Relations staff will *not* approve the request. In this case, the staff will send your request to the DOL with an explanation why HUD believes that the request shouldn't be approved. The DOL still has final decision authority. You will receive a copy of the disapproval/referral letter to the DOL.

d. DOL Decision

The DOL will respond to HUD Labor Relations in writing about the additional classification and wage rate request. HUD Labor Relations will notify you of the DOL decision in writing. If the DOL approves the request, the prime contractor must post the approval notice on the job site with the wage decision.

If the DOL *does not* approve the request, you will be notified about what classification and wage rate should be used for the work in question. You will also receive instructions about how to ask for DOL reconsideration if you still want to try to get your recommendation approved.

It's always a good idea to talk to the contract administrator before submitting an additional classification and wage rate request. The contract administrator can offer suggestions and advice that may save you time and increase the likelihood that DOL will approve your request. Usually, the contract administrator can give you an idea about what the DOL will finally decide.

2-3 Certified Payroll Reports

You'll need to submit a weekly certified payroll report (CPR) beginning with the first week that your company works on the project and for every week afterward until your firm has completed its work. It's always a good idea to number the payroll reports beginning with #1 and to clearly mark your last payroll for the project "Final."

You are *not required* to use Payroll Form WH-347. You are welcome to use any other type of payroll, such as computerized formats, as long as it contains all of the information that is required on the WH-347.

a. Payroll Formats

The easiest form to use is DOL's WH-347, ***Payroll***. A sample copy of the WH-347 is included in the back of this Guide. You may access a fillable version of the WH-347 on-line at HUDClips (see web address in the Appendix). Also, the contract administrator can provide a few copies of the WH-347 that you can reproduce.

b. Payroll Certifications

The weekly payrolls are called *certified* because each payroll is signed and contains language certifying that the information is true and correct. The payroll ***certification*** language is on the reverse side of the WH-347. If you are using another type of payroll format you may attach the certification from the back of the WH-347, or any other format which contains the same certification language on the WH-347 (reverse).

DOL's website has Payroll Instructions, and the Payroll Form WH-347, in a "fillable" PDF format at this address: ***www.dol.gov/esa/programs/dbra/forms.htm and at HUDClips.***

c. "No Work" Payrolls

"No work" payrolls may be submitted whenever there is a temporary break in your work on the project, for example, if your firm is not needed on the project right now but you will be returning to the job in a couple of weeks. *(See Tip Box, below, for "no work" payroll exemption!)* However, if you know that your firm will not be working on the project for an extended period of time, you may wish to send a short note to the contract administrator to let them know about the break in work and to give an approximate date when your firm will return to the project. If you send a note, you do not need to send "no work" payrolls.

If you number your payroll reports consecutively, you *do not* need to submit "no work" payrolls!

d. Payroll Review and Submission

The prime contractor should **review** each subcontractor's payroll reports for compliance ***prior*** to submitting the reports to the contract administrator. Remember, the prime contractor is responsible for the full compliance of all subcontractors on the contract and will be held accountable for any wage restitution that may be found due to any laborer or mechanic that is underpaid *and* for any liquidated damages that may be assessed for overtime violations. All of the payroll reports for any project must be submitted to the contract administrator *through* the prime contractor.

An alert prime contractor that reviews subcontractor payroll submissions can detect any misunderstandings early, prevent costly underpayments and protect itself from financial loss should underpayments occur.

e. Payroll Retention

Every contractor (including every subcontractor) must keep a complete set of their own payrolls and other basic records such as time cards, tax records, evidence of fringe benefit payments,

for a Davis-Bacon project for at least 3 years after the project is completed. The prime contractor must keep a complete set of all of the payrolls for every contractor (including subcontractors) for at least 3 years after completion of the project.

f. Payroll Inspection

In addition to submitting payrolls to the contract administrator, every contractor (including subcontractors) must make their *own* copy of the payrolls and other basic records available for review or copying to any authorized representative from HUD or from DOL.

2-4 Davis-Bacon Definitions

Before we discuss how to complete the weekly payroll forms, we need to review a couple of definitions. These definitions can help you understand what will be required of you:

a. Laborer or Mechanic

"Laborers" and "mechanics" mean anyone who is performing construction work on the project, including trade journeymen (carpenters, plumbers, sheet metal workers, etc.), apprentices, trainees and, for CWHSSA purposes, watchmen and guards. "Laborers" and "mechanics" are the two groups of workers that must be paid not less than Davis-Bacon wage rates.

1) **Working foremen.** Foremen or supervisors that regularly spend **more** than 20% of their time performing construction work and do not meet the exclusions in paragraph 2 below are covered "laborers" and "mechanics" for labor standards purposes for the time spent performing construction work.

2) **Exclusions.** People whose duties are primarily administrative, executive or clerical are not laborers or mechanics. Examples include superintendents, office staff, timekeepers, messengers, etc. (Contact the contract administrator if you have any questions about whether a particular employee is excluded.)

b. Employee

Every person who performs the work of a laborer or mechanic is *"employed"* regardless of any contractual relationship which may be alleged to exist between a contractor or subcontractor and such person. This means that even if there is a contract between a contractor and a worker, the contractor must make sure that the worker is paid at least as much as the wage rate on the wage decision for the classification of work they perform. Note that there are no exceptions to the prevailing wage requirements for relatives or for self-employed laborers and mechanics.

For more information about working subcontractors, ask the contract administrator or your HUD Labor Relations Field Staff for a copy of Labor Relations Letter LR-96-01, *Labor standards compliance requirements for self-employed laborers and mechanics.* Labor Relations Letters and other helpful Labor Relations publications are available at HUD's Labor Relations web site (see the list of web site addresses in the *Appendix*).

c. Apprentices and Trainees

The only workers who can be paid less than the wage rate on the wage decision for their work classification are "apprentices" and "trainees" registered in approved apprenticeship or training

programs, including *Step-Up* apprenticeship programs designed for Davis-Bacon construction work. Approved programs are those which have been registered with the DOL or a DOL-recognized State Apprenticeship Council (SAC). Apprentices and trainees are paid wage rates in accordance with the wage schedule in the approved program.

> Most often, the apprentice/trainee wage rate is expressed as a series of percentages tied to the amount of time spent in the program. For example, 0-6 months: 65%; 6 months – 1 year: 70%; etc. The percentage is applied to the journeyman's wage rate. On Davis-Bacon projects, the percentage must be applied to the journeyman's wage rate *on the applicable wage decision* for that craft.

1) **Probationary apprentice.** A "probationary apprentice" can be paid as an apprentice (less than the rate on the wage decision) if the DOL or SAC has certified that the person is eligible for probationary employment as an apprentice.

2) **Pre-apprentice.** A "pre-apprentice", that is, someone who is not registered in a program and who hasn't been DOL- or SAC-certified for probationary apprenticeship is ***not*** considered to be an "apprentice" and must be paid the full journeyman's rate on the wage decision for the classification of work they perform.

3) **Ratio of apprentices and trainees to journeymen.** The maximum number of apprentices or trainees that you can use *on the job site* can not exceed the ratio of apprentices or trainees to journeymen allowed in the approved program.

d. Prevailing Wages or Wage Rates

Prevailing wage rates are the wage rates listed on the wage decision for the project. The wage decision will list a minimum basic hourly rate of pay for each work classification. Some wage decisions include fringe benefits which are usually listed as an hourly fringe rate. If the wage decision includes a fringe benefit rate for a classification, you will need to add the fringe benefit rate to the basic hourly rate *unless* you provide bona fide fringe benefits for your employees.

1) **Piece-work.** Some employees are hired on a piece-work basis, that is, the employee's earnings are determined by a factor of work produced. For example, a Drywall Hanger's earnings may be calculated based upon the square feet of sheetrock actually hung, a Painter's earnings may be based upon the number of units painted. Employers may calculate weekly earnings based upon piece rates ***provided*** the weekly earnings are sufficient to satisfy the wage rate requirement based upon actual hours, including any overtime, worked. *Accurate time records must be maintained for any piece-work employees.* If the weekly piece rate earnings are not sufficient, the employer must recompute weekly earnings based upon the actual hours worked and the rate on the wage decision for the work classification(s) involved.

e. Fringe Benefits

Fringe benefits can include health insurance premiums, retirement contributions, life insurance, vacation and other paid leave as well as some contributions to training funds. Fringe benefits ***do not*** include employer payments or contributions required by other Federal, State or local laws, such as the employer's contribution to Social Security or some disability insurance payments.

Note that the *total* hourly wage rate paid to any laborer or mechanic (basic wage or basic wage plus fringe benefits) may be no less than the total wage rate (basic wage or basic wage plus fringe benefits) on the wage decision for their craft. If the value of the fringe benefit(s) you provide is less than the fringe benefit rate on the wage decision, you will need to add the balance of the wage decision fringe benefit rate to the basic rate paid to the employee. For example, if the wage decision requires $10/hour basic rate plus $5/hour fringe benefits, you must pay no less than that total ($15/hour) in the basic rate or basic rate plus whatever fringe benefit you may provide. You can meet this obligation in several ways: you could pay the base wage and fringe benefits as stated in the wage decision, or you could pay $15 in base wage with no fringe benefits, or you could pay $12 basic plus $3 fringe benefits. You can also *off-set* the amount of the base wage if you pay more in fringe benefits such as by paying or $9 basic plus $6 fringe benefits; as long as you meet the total amount. The amount of the base wage that you may off-set with fringe benefits is limited by certain IRS and FLSA requirements.

f. Overtime

Overtime hours are defined as all hours worked on the contract in excess of 40 hours in any work week. Overtime hours must be paid at no less than one and one-half times the regular rate of basic pay plus the straight-time rate of any required fringe benefits.

Referring to our example above where the wage decision requiring a $15 total wage obligation ($10 basic wage plus $5 fringe benefits) was met by paying $9 base wage plus $6 fringe benefits: Note that overtime rates must be based on one and one-half times the basic rate *as stated on the wage decision*. In the above example, the employer must pay for overtime: $15/hr ($9 basic + $6 fringe) plus $5 (one-half of $10, the wage decision basic rate) for a total of $20 per hour.

g. Deductions

You may make payroll deductions as permitted by DOL Regulations 29 CFR Part 3. These regulations prohibit the employer from requiring employees to "kick-back" (i.e., give up) any of their earnings. Allowable deductions which do not require prior DOL permission include employee obligations for income taxes, Social Security payments, insurance premiums, retirement, savings accounts, and any other legally-permissible deduction authorized by the employee. Deductions may also be made for payments on judgements and other financial obligations legally imposed against the employee.

h. Proper Designation of Trade

You must select a work classification on the wage decision for each worker based on the actual type of work he/she performed and you must pay each worker no less than the wage rate on the wage decision for that classification regardless of their level of skill. In other words, if someone is performing carpentry work on the project, they must be paid no less than the wage rate on the wage decision for Carpenters *even* if they aren't considered by you to be fully trained as a Carpenter. ***Remember,*** the only people who can be paid less than the rate for their craft are apprentices and trainees registered in approved programs.

1) **Split-classification.** If you have employees that perform work in more than one trade during a work week, you can pay the wage rates specified for each work classification in which work was performed ***only*** if you maintain accurate time records showing the amount of time spent in each classification. If you do not maintain accurate time records, you must pay these employees the highest wage rate of all of the classifications of work performed.

i. Site of Work

The "site of work" is where the Davis-Bacon wage rates apply. Usually, this means the boundaries of the project. "Site of work" can also include other adjacent or virtually adjacent property used by a contractor or subcontractor in the construction of the project, like a fabrication site that is dedicated exclusively, or nearly so, to the project.

SECTION II
REPORTING REQUIREMENTS

2-5 Completing a Payroll Report

What information has to be reported on the payroll form?
The weekly payroll form doesn't ask for any information that you don't already need to keep for wage payment and tax purposes. For example, you need to know each employee's ***name, address*** and ***social security number***; his or her ***work classification*** (who is working for you and what do they do?), the hours worked during the week, his or her ***rate of pay***, the ***gross amount earned*** (how much did they earn?), the amounts of any ***deductions*** for taxes, etc., and the ***net amount paid*** (how much should the paycheck be made out for?). No more information than you need to know in order to manage your work crew and make certain they are paid properly. And, certainly, no more information than you need to keep for IRS, Social Security and other tax and employment purposes.

For many contractors, the Weekly Certified Payroll is the only Davis-Bacon paperwork you need to submit!

You are required to submit certified payrolls to illustrate and document that you have complied with the prevailing wage requirements. The purpose of the contract administrator's review of your payrolls is to verify your compliance. Clearer and complete payroll reports will permit the contract administrator to complete reviews of your payroll reports quickly.

a. Project and Contractor/Subcontractor Information

Each payroll must identify the contractor or subcontractor's name and address, the project name and number, and the week ending date. Indicate the *week dates* in the spaces provided. Numbering payrolls is optional but strongly recommended.

b. Employee Information

The first payroll on which each employee appears must contain the employee's name, address and Social Security Number. Afterward, the address and Social Security Number only need to be reported if there is a change in this information.

c. Work Classification

Each employee must be classified in accordance with the wage decision based on the type of work they actually perform.

1) **Apprentices or Trainees.** The first payroll on which any apprentice or trainee appears must be accompanied by a copy of that apprentice's or trainee's registration in a registered or approved program. A copy of the portions of the registered or approved program pertaining to the wage rates and ratios shall also accompany the first payroll on which the first apprentice or trainee appears.

2) **Split classifications.** For an employee that worked in a split classification, make a separate entry for each classification of work performed distributing the hours of work to each classification, accordingly, and reflecting the rate of pay and gross earnings for each classification. Deductions and net pay may be based upon the total gross amount earned for all classifications.

d. Hours Worked

The payroll should show ONLY the regular and overtime hours worked on this project. Show both the daily and total weekly hours for each employee. If an employee performs work at job sites other than the project for which the payroll is prepared, those "other job" hours *should not* be reported on the payroll. In these cases, you should list the employee's name, classification, hours for this project only, the rate of pay and gross earnings for this project, and the gross earned for *all projects*. Deductions and net pay may be based upon the employee's total earnings (for all projects) for the week.

e. Rate of Pay

Show the basic hourly rate of pay for each employee for this project. If the wage decision includes a fringe benefit and you ***do not*** participate in approved fringe benefit programs, ***add*** the fringe benefit rate to the basic hourly rate of pay. Also list the overtime rate if overtime hours were worked.

1) **Piece-work.** For any piece-work employees, the employer **must** compute an *effective hourly rate* for each employee each week based upon the employee's piece-work earnings for that week. To compute the effective hourly rate, divide the piece-work earnings by the total number of hours worked, including consideration for any overtime hours.



The effective hourly rate must be reflected on the certified payroll and the hourly rate may be no less than the wage rate (including fringe benefits, if any) on the wage decision for the classification of work performed. It does not matter that the effective hourly rate changes from week-to-week, only that the rate is no less than the rate on the wage decision for the classification of work performed.

Remember, the overtime rate is computed at one and one-half times the *basic* rate of pay plus any fringe benefits. For example, if the wage decision requires $10/hour basic plus $5/hour fringe benefits, the overtime rate would be: ($10 x 1½) + $5 = $20/hour.

f. Gross Wages Earned

Show the gross amount of wages earned for work performed on this project. *Note:* For employees with work hours and earnings on other projects, you may show gross wages for this project over gross earnings all projects (for example, $425.40/$764.85) and base deductions and net pay on the "all projects" earnings.

g. Deductions

Only one employee authorization is needed for recurring (e.g., weekly) other deductions. Written employee authorization is not required for income tax and Social Security deductions.

Show the amounts of any deductions from the gross earnings. "Other" deductions should be identified (for example, Savings Account or Loan Repayment). Any voluntary deduction (that is, not required by law or by an order of a proper authority) must be authorized in writing by the employee or provided for in a collective bargaining (union) agreement. A short note signed by the employee is all that is needed and should accompany the first payroll on which the other deduction appears.

h. Net Pay

Show the net amount of wages paid.

i. Statement of Compliance

The Statement of Compliance is the certification. It is located on the reverse side of a standard payroll form (WH-347). Be sure to complete the identifying information at the top, particularly if you are attaching the Statement of Compliance to an alternate payroll form such as a computer payroll. Also, you must check either 4(a) or 4(b) if the wage decision contains a fringe benefit. Checking 4(a) indicates that you are paying required fringe benefits to approved plans or programs; and 4(b) indicates that you are paying any required fringe benefit amounts directly to the employee by adding the fringe benefit rate to the basic hourly rate of pay. If you are paying a portion of the required fringe benefit to programs and the balance directly to the employee, explain those differences in box 4(c).

Only one Statement of Compliance is required for each employer's weekly payroll no matter how many pages are needed to report the employee data.

j. Signature

Make sure the payroll is **signed** with an original signature. The payroll must be signed by a principal of the firm (owner or officer such as the president, treasurer or payroll administrator) or by an authorized agent (a person authorized by a principal in writing to sign the payroll reports). Signature authorization (for persons other than a principal) should be submitted with the first payroll signed by such an agent.

SECTION III
PAYROLL REVIEWS AND CORRECTIONS

2-6 Compliance Reviews

The contract administrator or other inspector may visit the project site and interview some of the workers concerning their employment on the project. The DOL may also independently conduct its own reviews (see ¶1-5). In addition, the contract administrator will periodically review payrolls and related submissions, comparing the interview information to the payrolls, to ensure that the labor standards requirements have been met. You will be notified by the contract administrator if these reviews find any discrepancies or errors. You will be given instructions about what steps must be taken to correct any problems.

a. On-Site Interviews

Every employer (contractor, subcontractor, etc.) must make their employees available for interview at the job site with the contract administrator or other agency representative, or HUD or DOL representative. The interviews are confidential and the employee will be asked about the kind of work they perform and their rate of pay. Every effort will be made to ensure that these interviews cause as little disruption as possible to the on-going work. The interviewer will record the interview information, usually on a form HUD-11, *Record of Employee Interview*, and forward the interviews to the contract administrator.

b. Project Payroll Reviews

The contract administrator will compare the information on the interview forms to the corresponding payrolls to ensure that the workers are properly listed on the payrolls for the days, work classification and rate of pay. The contract administrator will also review the payroll submissions to make certain that the payrolls are complete and signed; that employees are paid no less than the wage rate for the work classification shown; apprentice and trainee certifications are submitted (where needed); employee or other authorizations for other deductions are submitted (where needed); etc.

2-7 Typical Payroll Errors and Required Corrections

The following paragraphs describe common payroll errors and the corrective steps you must take.

a. Inadequate Payroll Information

If an alternate payroll format used by an employer (such as some computer payrolls) is inadequate, e.g., does not contain all of the necessary information that would be on the optional form WH-347, the employer will be asked to resubmit the payrolls on an acceptable form.

b. Missing Addresses and Social Security Numbers

If the first payroll on which an employee appears does not contain the employee's address and Social Security Number, the employer will be asked to supply the missing information. A short note providing the information is all that is needed.

c. Incomplete Payrolls

If the information on the payroll is not complete, for example, if work classifications or rates of pay are missing, the employer will be asked to send a corrected payroll.

d. Classifications

If the payrolls show work classifications that do not appear on the wage decision, the employer will be asked to reclassify the employees in accordance with the wage decision ***or*** the employer may request an ***additional classification and wage rate*** (See ¶2-2). If reclassification results in underpayment (i.e., the wage rate paid on the payroll is less than the rate required for the new classification), the employer will be asked to pay ***wage restitution*** to all affected reclassified employees. *(See ¶2-8 for instructions about wage restitution.)*

e. Wage Rates

If the wage rates on the payroll are less than the wage rates on the wage decision for the work classifications reported, the employer will be asked to pay wage restitution to all affected employees.

f. Apprentices and Trainees

If a copy of the employee's registration or the approved program ratio and wage schedule are not submitted with the first payroll on which an apprentice or trainee appears, the employer will be asked to submit a copy of each apprentice's or trainee's registration and/or the approved program ratio and wage schedule. If the ratio of apprentices or trainees to journeymen on the payroll is greater than the ratio in the approved program, the employer will be asked to pay wage restitution to any excess apprentices or trainees. Also, any apprentice or trainee that is *not* registered in an approved program must receive the journeyman's wage rate for the classification of work they performed.

g. Overtime

If the employees did not receive at least time and one-half for any overtime hours worked on the project, the following will occur:

1) If the project is subject to *CWHSSA overtime* requirements, the employer will be asked to pay wage restitution for all overtime hours worked on the project. The employer may also be liable to the United States for liquidated damages computed at $10 per day per violation. Or,

2) If the project is ***not*** subject to CWHSSA, the employer will be notified of the possible *FLSA overtime* violations. Also, the contract administrator may refer the violations to the DOL for further review.

h. Computations

If the payroll computations (hours worked times rate of pay) or extensions (deductions, net pay) show frequent errors, the employer will be asked to take greater care. Wage restitution may be required if underpayments resulted from the errors.

i. Deductions

If there are any "Other" deductions that are not identified, or if employee authorization isn't provided, or if there is any unusual (very high, or large number) deduction activity, the employer will be asked to identify the deductions, provide employee authorization or explain unusual deductions, as necessary.

HUD does not enforce or attempt to provide advice on employer obligations to make deductions from employee earnings for taxes or Social Security. However, HUD may refer to the IRS or other responsible agency copies of certified payroll reports that show wages paid in gross amounts (i.e., without tax deduction) for its review and appropriate action.

j. Fringe Benefits

If the wage decision contains fringe benefits but the payroll does not indicate how fringe benefits were paid [neither 4(a) nor 4(b) is marked on the Statement of Compliance], the employer may be asked to submit corrected payrolls ***and*** will be required to pay wage restitution if underpayments occurred. *However,* if the basic hourly rates for the employees are at least as much as the total wage rate on the wage decision (basic hourly rate *plus* the fringe benefit rate), no correction is necessary.

k. Signature

If the payroll *Statement of Compliance* is not signed or is missing, the employer will be asked to submit a signed Statement of Compliance for each payroll affected. If the Statement of Compliance is signed by a person who is not a principal of the firm and that person has not been authorized by principal to sign, the employer will be asked to provide an authorization or to resubmit the Statement(s) of Compliance bearing the signature(s) of a principal or other signatory.

l. On-Site Interview Comparisons

If the comparison of on-site interviews to the payrolls indicates any discrepancies (for example, the employee does not appear on the payroll for the date of the interview), the employer will be asked to submit a corrected payroll report.

2-8 Restitution for Underpayment of Wages

Where underpayments of wages have occurred, the employer will be required to pay wage restitution to the affected employees. Wage restitution must be paid promptly in the full amounts due, less permissible and authorized deductions.

a. Notification to the Employer/Prime Contractor

The contract administrator will notify the employer and/or prime contractor in writing of any underpayments that are found during



The contract administrator may communicate directly with a subcontractor when the underpayments are plainly evident and the subcontractor is cooperative. It is best to work through the prime contractor when the issues are complex, when there are significant underpayments and/or the subcontractor is not cooperative. In all cases, the subcontractor must ensure that the prime contractor receives a copy of the required corrective documentation.

In most cases, HUD no longer requires employers to submit checks or copies of checks (certified, cashiers, canceled or other) to correct underpayments. Restitution payments are reported and certified by the employer on a correction payroll.

payroll or other reviews. The contract administrator will describe the underpayments and provide instructions for computing and documenting the restitution to be paid. The employer/prime contractor is allowed 30 days to correct the underpayments. Note that the prime contractor is responsible to the contract administrator for ensuring that restitution is paid. If the employer is a subcontractor, the subcontractor will usually make the computations and restitution payments and furnish the required documentation through the prime contractor.

b. Computing Wage Restitution

Wage restitution is simply the difference between the wage rate paid to each affected employee and the wage rate required on the wage decision for all hours worked where underpayments occurred. The difference in the wage rates is called the *adjustment rate*. The adjustment rate times the number of hours involved equals the gross amount of restitution due. You may also compute wage restitution by calculating the total amount of Davis-Bacon wages earned and subtracting the total amount of wages paid. The difference is the amount of back wages due.

c. Correction Payrolls

The employer will be required to report the restitution paid on a correction certified payroll. The correction payroll will reflect the period of time for which restitution is due (for example, Payrolls #1 through #6; or a beginning date and ending date). The correction payroll will list each employee to whom restitution was paid and their work classification; the total number of work hours involved (daily hours are usually not applicable for restitution); the adjustment wage rate (the difference between the required wage rate and the wage rate paid); the gross amount of restitution due; deductions and the net amount actually paid. A signed Statement of Compliance must be attached to the correction payroll.

d. Review of Correction CPR

The contract administrator will review the correction certified payroll to ensure that full restitution was paid. The prime contractor shall be notified in writing of any discrepancies and will be required to make additional payments, if needed, documented on a supplemental correction payroll within 30 days.

e. Unfound Workers

Sometimes, wage restitution cannot be paid to an affected employee because, for example, the employee has moved and can't be located. After wage restitution has been paid to all of the workers who could be located, the employer must submit a list of any workers who could not be found and paid (i.e., unfound workers) providing their names, Social Security Numbers, last known addresses and the gross amount due. In such cases, at the end of the project the prime contractor will be required to place in a deposit or escrow account an amount equal to the total amount of restitution that could not be paid because the employee(s) could not be located. The contract administrator will continue attempts to locate the unfound workers for 3 years after the completion of the project. After 3 years, any amount remaining in the account for unfound workers will be credited and/or forwarded by the contract administrator to HUD.

CHAPTER 3.
Labor Standards Disputes, Administrative Reviews, Withholding, Deposits and Escrow Accounts, and Sanctions

What happens when things go wrong?

3-1 Introduction

Even in the best of circumstances, things can go wrong. In a Davis-Bacon context, "things going wrong" usually means there's a difference of opinion or a dispute about whether and to what extent underpayments have occurred. These disputes are usually between the contract administrator and one or more employers (the prime contractor and/or a subcontractor). The dispute may involve something simple such as an additional classification request that is pending before the DOL; or something as significant as investigative findings following a complaint of underpayment. This chapter discusses some of what you may expect and what you can do to make your views known and to lessen any delays in resolving the problem or issue.

3-2 Administrative Review on Labor Standards Disputes

As mentioned in the Introduction above, a dispute about labor standards and compliance can arise for a number of reasons. The labor standards clauses in your contract and DOL regulations provide for administrative review of issues where there is a difference of views between the contract administrator and any employer. The most common circumstances include:

a. Additional Classifications and Wage Rates

Additional classification and wage rate requests are sometimes denied by the DOL. An employer that is dissatisfied with the denial can request reconsideration by the DOL Wage and Hour Administrator. The employer may continue to pay the wage rate, as requested, until a final decision is rendered on the matter. When the final decision is known, the employer will be required to pay any additional wages that may be necessary to satisfy the wage rate that is established.

1) **Reconsideration.** The DOL normally identifies the reasons for denial in its response to the request. Any interested person (*for example*, the contract administrator, employer, representatives of the employees) may request reconsideration of the decision on the additional classification request. The request for reconsideration must be made in writing and must thoroughly

address the denial reasons identified by the DOL. Employer requests for reconsideration should be made through the contract administrator but may be made directly to the DOL. *(See ¶2-2(d), and also DOL Regulations 29 CFR 1.8.)* All requests initiated by or made through the contract administrator or HUD must be submitted through the HUD Headquarters Office of Labor Relations.

2) **Administrative Review Board.** Any interested party may request a review of the Administrator's decision on reconsideration by **DOL's *Administrative Review Board***. DOL regulations 29 CFR Part 7 explain the procedures for such reviews. *(See also 29 CFR 1.9.)*

b. Findings of Underpayment

Compliance reviews and other follow-up enforcement actions may result in findings of underpayment. The primary goal in every case and at every step in this process is to reach agreements about who may have been underpaid and how much wage restitution may be due and, of course, to promptly deliver restitution to any underpaid workers. The contract administrator will usually work informally with you to reach such agreements. You will have an opportunity to provide additional information to the contract administrator that may explain apparent inconsistencies and/or resolve the discrepancies.

If informal exchanges do not result in agreement, the final determination and schedule of back wages due will be presented to you in writing and you will be permitted 30 days in which to correct the underpayment(s) *or* to request a hearing on the matter before the DOL. The request for hearing must be made in writing through the contract administrator and must explain what findings are in dispute and the reasons. In such cases, HUD is required to submit a report to DOL for review and further consideration. All requests for DOL hearing must be submitted through the HUD Headquarters Office of Labor Relations.

1) **DOL review.** The DOL will review the contract administrator's report and the arguments against the findings presented in the hearing request. The DOL may affirm or modify the findings based upon the materials presented. You will be notified in writing by the DOL of the results of its review; you will be given an opportunity to correct any underpayments *or* to request a hearing before a DOL Administrative Law Judge (ALJ). *(See DOL Regulations 29 CFR 5.11 (b) and 29 CFR Part 6, Rules of Practice for Administrative Proceedings.)*

2) **Administrative Review Board.** Contractors and/or subcontractors may request a review by the Administrative Review Board of the decision(s) rendered by the DOL ALJ in the administrative hearing process. See DOL regulations 29 CFR Part 7 for more information about this proceeding.

3-3 Withholding

The contract administrator shall cause withholding from payments due to the prime contractor to ensure the payment of wages which are

believed to be due and unpaid, for example, if wage underpayments or other violations are not corrected within 30 days after notification to the prime contractor. DOL may also direct the withholding of contract payments for alleged wage underpayments. Withholding is considered to be serious and is not taken unless warranted. If withholding is deemed necessary, you will be notified in writing. Only the amounts needed to meet the contractor's (and/or subcontractors') liability shall be withheld.

Remember, the prime contractor is responsible and will be held liable for any wage restitution that is due to any worker employed in the construction of the project, including workers employed by subcontractors and any lower-tier subcontractors. *See ¶1-4, Responsibility of the Principal Contractor, and ¶2-8, Restitution for Underpayment of Wages.*

3-4 Deposits and Escrows

In every case, we attempt to complete compliance actions and resolve any disputes before the project is completed and final payments are made. Sometimes, corrective actions or disputes continue after completion and provisions must be made to ensure that funds are available to pay any wage restitution that is ultimately found due. In these cases, we allow projects to proceed to final closing and payments ***provided*** the prime contractor deposits an amount equal to the potential liability for wage restitution and liquidated damages, if necessary, in a special account. The deposit or *escrow account* is controlled by the contract administrator. When a final decision is rendered, the contract administrator makes disbursements from the account in accordance with the decision. Deposit/escrow accounts are established for one or more of the following reasons:

a. **Where the parties have agreed to amounts of wage restitution that are due** *but* the employer hasn't furnished evidence yet that all of the underpaid workers have received their back wages, e.g., some of the workers have moved and could not be located. The amount of the deposit is equal to the total amount of restitution due to workers lacking payment evidence. As these workers are paid and proper documentation is provided to the contract administrator, amounts corresponding to the documented payments are returned to the depositor. Amounts for any workers who can not be located are held in the deposit/escrow account for three years and disbursed as described in ¶2-8(e) of this Guide.

b. **Where underpayments are suspected or alleged and an investigation has not yet been completed**. The deposit is equal to the amount of wage restitution and any liquidated damages, if applicable, that are estimated to be due. If the final determination of wages due is less than the amount estimated and placed in the escrow account, the escrow will be reduced to the final amount and the difference will be returned to the depositor. If the parties agree to the investigative findings, the amounts due to the workers will be disbursed from the escrow account in accordance with the schedule of wages due. Amounts for unfound workers will be retained as described above (*See ¶2-8(e) and 3-4(a)*).

   If the parties *do not* agree and an administrative hearing is requested, the escrow will be maintained as explained in ¶3-4(c), below.

c. **Where the parties are waiting for the outcome of an administrative hearing** that has been or will be requested contesting a final determination of wages due. The deposit shall be equal to the amount of wage restitution and liquidated damages, if applicable, that have been determined due. Once a final decision is rendered, disbursements from the escrow account are made in accordance with the decision.

3-5 Administrative Sanctions

Contractors and/or subcontractors that violate the labor standards provisions may face administrative sanctions imposed by HUD and/or DOL.

a. DOL Debarment

Contractors and/or subcontractors that are found by the Secretary of Labor to be in aggravated or willful violation of the labor standards provisions of the Davis-Bacon and Related Acts (DBRA) will be ineligible ***(debarred)*** to participate in any DBRA or Davis-Bacon Act contracts for up to 3 years. Debarment includes the contractor or subcontractor and any firm, corporation, partnership or association in which the contractor or subcontractor has a substantial interest. Debarment proceedings can be recommended by the contract administrator or can be initiated by the DOL. Debarment proceedings are described in DOL regulations 29 CFR 5.12.

b. HUD Sanctions

HUD sanctions may include Limited Denials of Participation (LDPs), debarments and suspensions.

1) **LDPs.** HUD may issue to the employer a limited denial of participation (LDP) which prohibits the employer from further participation in HUD programs for a period up to one year. The LDP is usually effective for the HUD program in which the violation occurred and for the geographic jurisdiction of the issuing HUD Office. HUD regulations concerning LDP's are found at 24 CFR 24.700-24.714.

2) **Debarment and suspensions.** In certain circumstances, HUD may initiate its own debarment or suspension proceedings against a contractor and/or subcontractor in connection with improper actions regarding Davis-Bacon obligations. For example, HUD may initiate debarment where a contractor has been convicted for making false statements (such as false statements on certified payrolls or other prevailing wage certifications) or may initiate suspension where a contractor has been indicted for making false statements. HUD regulations concerning debarment and suspension are found at 24 CFR Part 24.

Remember, if you have any questions or need assistance concerning labor standards requirements help is always available. Contact the contract administrator for the project you're working on or the HUD Field Labor Relations staff in your area.

3-6 Falsification of Certified Payroll Reports

Contractors and/or subcontractors that are found to have willfully falsified payroll reports (Statements of Compliance), including correction certified payroll reports, may be subject to civil or criminal prosecution. Penalties may be imposed of $1,000 and/or one year in prison for each false statement (see Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code).

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Acronyms and Symbols

CDBG – Community Development Block Grant
CFR – Code of Federal Regulations
CPR – Certified Payroll Report
CWHSSA – Contract Work Hours and Safety Standards Act
DBA – Davis-Bacon Act
DBRA – Davis-Bacon and Related Acts
DOL – Department of Labor
FHA – Federal Housing Administration
FLSA – Fair Labor Standards Act
HUD – Housing and Urban Development (Department of)
IHA – Indian Housing Authority
LCA – Local Contracting Agency
LDP – Limited Denial of Participation
O/T – Overtime
PHA – Public Housing Agency
S/T – Straight-time
SAC – State Apprenticeship Council/Agency
TDHE – Tribally-Designated Housing Entity
§ – Section
¶ – Paragraph

Davis-Bacon – Related Web Sites*

HUD Office of Labor Relations:
www.hud.gov/offices/olr

HUD Regulations:
www.access.gpo.gov/nara/cfr/cfr-table-search.html

HUDClips (Forms and Publications):
www.hudclips.org/cgi/index.cgi

DOL Davis-Bacon and Related Acts Homepage:
www.dol.gov/esa/programs/dbra/index.htm

DOL Regulations:
www.dol.gov/dol/allcrf/Title_29/toc.htm

Davis-Bacon Wage Decisions:
www.wdol.gov

DOL Forms:
www.dol.gov/esa/programs/dbra/forms.htm

***Web addresses active as of June 2006**

Project Wage Rate Sheet

U.S. Department of Housing and Urban Development
Office of Labor Relations

PROJECT NAME:	WAGE DECISION NUMBER/MODIFICATION NUMBER:
PROJECT NUMBER:	PROJECT COUNTY:

WORK CLASSIFICATION	BASIC HOURLY RATE (BHR)	FRINGE BENEFITS	TOTAL HOURLY WAGE RATE	LABORERS FRINGE BENEFITS: GROUP #	BHR	$ TOTAL WAGE
Bricklayers			$			
Carpenters			$			$
Cement Masons			$			$
Drywall Hangers			$			$
Electricians			$			$
Iron Workers			$			$
Painters			$	OPERATORS FRINGE BENEFITS:		$
Plumbers			$	GROUP #	BHR	TOTAL WAGE
Roofers			$			$
Sheet Metal Workers			$			$
Soft Floor Layers			$			$
Tapers			$			$
Tile Setters			$	TRUCK DRIVERS FRINGE BENEFITS:		$
OTHER CLASSIFICATIONS				GROUP #	BHR	TOTAL WAGE
			$			$
			$			$
			$			$

ADDITIONAL CLASSIFICATIONS (HUD Form 4230-A)

WORK CLASSIFICATION	BASIC HOURLY RATE	FRINGE BENEFITS	TOTAL HOURLY WAGE RATE	DATE OF HUD SUBMISSION TO DOL	DATE OF DOL APPROVAL
			$		
			$		
			$		
			$		

form HUD-4720
(03/2004)

U.S. Department of Labor
Employment Standards Administration
Wage and Hour Division

PAYROLL

(For Contractor's Optional Use; See Instructions, Form WH-347 Inst.)

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

OMB No.: 1215-0149
Expires: 03/31/2006

NAME OF CONTRACTOR ☐ OR SUBCONTRACTOR ☐ ADDRESS

PAYROLL NO. FOR WEEK ENDING PROJECT AND LOCATION PROJECT OR CONTRACT NO.

(1) NAME, ADDRESS, AND SOCIAL SECURITY NUMBER OF EMPLOYEE	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT. OR ST.	(4) DAY AND DATE / HOURS WORKED EACH DAY	(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS: FICA	WITH-HOLDING TAX			OTHER	TOTAL DEDUCTIONS	(9) NET WAGES PAID FOR WEEK
			O											
			S											
			O											
			S											
			O											
			S											
			O											
			S											
			O											
			S											
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We estimate that it will take an average of 56 minutes to complete this collection of information, including time for reviewing instructions searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection of information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, ESA, U. S. Department of Labor, Room S3502, 200 Constitution Avenue, N. W., Washington, D. C. 20210.

FORM WH-347, Revised Nov. 1998 - FORMERLY SOL 184 - *PURCHASE THIS FORM DIRECTLY FROM THE SUPT. OF DOCUMENTS*

A-6

Date _____

I, _____ _____
(Name of Signatory Party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

_____ on the
(Contractor or Subcontractor)

_____; that during the payroll period commencing on the
(Building or Work)

_____ day of _____, _____, and ending the _____ day of _____, _____,
all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

_____ from the full
(Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Start. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. 276c), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☐ – In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in Section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ – Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in Section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE	SIGNATURE

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

* U.S. G.P.O.:1997 519.881

U.S. Department of Housing and Urban Development
Office of Labor Relations
Washington, DC 20410

Official Business
Penalty for Private Use $300

Return Service Requested

STANDARD MAIL
POSTAGE & FEES PAID
HUD
Permit No. G-795

Labor Relations Desk Guide
LR01.DG

EQUAL HOUSING OPPORTUNITY

GPO U.S. GOVERNMENT PRINTING OFFICE: 2005-321-332

4812

Border Colonia Access Program
Checklist for Documentation Required for Road Construction

Contractor: _____

Contract Amount: _____

Project/Precinct: _____

Owner's Contract No.: _____

Item	Required Documents	Submitted & Reviewed	Approved	Comments:
	INITIATION OF PROJECT:			
1	Approval to Bid (Purchasing)			
2	Contract - Signed and Excuted			
3	Gen. Liability Insurance - (Expiration Date)			
4	Automobile Liab. Insurance - (Expiration Date)			
5	Worker's Comp. & Empl. Liab. (Expiration Date)			
6	Notice to Proceed			
7	Material Sample & Testing Table Sent to Auditor's Office			
	PAYMENT REQUESTS, INCLUDING FINAL:			
8	Application and Cerification of Payment (A)			
9	Schedule of Values a/k/a 1257/1258			
10	Estimate Quantity Update Worksheet			
11	List of Suppliers and Sub-contractors			
12	Partial Waiver of Liens (Sub-contractors/suppliers)			
13	TxDot Form 252 Contract Time Statement			
14	Payroll Report w/signed Wage Form			
15	Change Order (Requires TxDot Concurrence			
	RETAINAGE PAYMENT: a final request and request for retainage must be filed separately and approved by C.C.			
16	Punch List			
17	Certificate of Construction Completion			
18	Approval by Commissoner's Court			
19	Contractor's Affidavit of Release (Waiver) of Liens (with power of attorney)(B)			
20	Affidavit of Payment of Debts & Claims-lien bond & indemnity bonds(w/power of attorney)(B)			
21	Consent of Surety to Final Payment(with power of attorney)(B)			
22	Final Blue Prints			

CHANGE ORDER NUMBER ONE(1)

Project: _____

DATE OF ISSUANCE: _____ EFFECTIVE DATE: _____

OWNER: _____
OWNER'S CONTRACT NO: _____

CONTRACTOR: _____ ENGINEER: _____

_____ _____

_____ _____

You ar directed to make the following changes in the Contract Documents.

Description:
1.
2.
3.
4.
5.
6.

Reason for Change Order:
1.
2.
3.
4.
5.
6.

Attachments:

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIME:
Original Contract Price $ 0.00	Original Contract Time for Substantial Completion: 0 calendar days or dates
Net Changes from previous Change Order $ 0.00	Net Change from previous Change Orders 0 calendar days
Contract Price prior to this Change Order $ 0.00	Contract Time prior to this Change Order Substantial Completion: 0 calendar days or dates
Net Increase(decrease) of this Change Order $ 0.00	Net Increase(decrease) of this Change Order 0 calendar days
Contract Price with all approved Change Orders $ 0.00 Net % increase(decrease)from original contract price. #DIV/0! %	Contract Time with all approved Change Orders Substantial Completion: 0 calendar days or dates

RECOMMENDED:

By: _____
Enigineer (Authorized Signature)

Date: _____

APPROVED:

By: _____
Owner (Authorized Signature)

Date: _____

ACCEPTED:

By: _____
Contractor (Authorized Signature)

Date: _____

Exhibit E-B

APPLICATION FOR PAYMENT NO.

To: _____ (OWNER)
From: _____ (CONTRACTOR)
Contract: _____
Project: _____
Owner's Contract No. _____ Engineer's Project No. _____
For Work accomplished through the date of: _____

1. Original Contract Price:	_____
2. Net change by Change Order and Written Agreements(+or-):	_____
3. Current Contract Price (1 plus 2):	_____
4. Total completed and stored to date:	_____
5. Retainage (per Agreement):	
___10%___ of completed Work: _____	
_____ of stored material _____	
Total Retainage:	_____
6. Total completed and stored to date less retainage (4 minus 5)	_____
7. Less previous Application for Payments:	_____
8. AMOUNT DUE THIS APPLICATION (6 MINUS 7)	_____

Accompanying Documentation:

CONTRACTOR'S Certification:
The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR'S legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through __2__ inclusive: (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payments is in accordance with the Contract Documents and not defective.

Date _____

_____
CONTRACTOR

By: _____

State of _____
County of _____
Subscribed and sworn to before me this _____
day of _____

_____
Notary Public
My Commission expires: _____

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Date _____

_____
ENGINEER

By: _____

Exhibit E-C

Estimate Quantity Update Worksheet Date:

Colonia:
Roadway:
Control:
Project No:
County:
Est. No: 1

Contractor:
Contract Price:
Work Done this Mo.:
% Complete: #DIV/0!

Date Began: ?
Contract Time: 120
Time Charged: 90
% Time Used: 75.00%

Work Type: Paving & Drainage
Limits:
From:
To:

						FIRST MONTH			SECOND MONTH			THIRD MONTH		
ITEM NO.	DESCRIPTION	UNIT	PROJECT QTY	Unit Price	Project Amount	MONTHLY QUANTITY	QTY to Date	Item Cost (Monthly)	MONTHLY QUANTITY	QTY to Date	Item Cost (Monthly)	MONTHLY QUANTITY	QTY to Date	Item Cost (Monthly)
	(901)ADMINISTRATIVE													
	(902) PRELIMINARY ENGINEERING													
	(903) CONSTRUCTION ENGINEERING													
	(904) RIGHT-OF-WAY													
	(905) ROADWAY CONSTRUCTION													
100	PREP ROW	Sta.	1.100	$1,800.00	$1,980.00	1.000	1.000	$0.00		0	$0.00		0	0.00
110	BACKFILL (TY A)	Sta.	1.000	$600.00	$600.00	0.000	0	$0.00		0	$0.00		0	0.00
247	FLEX BASE (RDWY DEL)(TY D GR 6 CL 4)	CY	76.000	$28.00	$2,128.00	0.000	0	$0.00		0	$0.00		0	0.00
260	LIME (TY A SLURRY) OR (TY B)	TON	1036.000	$2.00	$2,072.00	0.000	0	$0.00		0	$0.00		0	0.00
260	LIME TREAT SUBGR (DC)(12")	SY	0.000	$6,000.00	$0.00	0.000	0	$0.00		0	$0.00		0	0.00
262	LIME (TY A SLURRY) OR (TY B)	TON	7.800	$3,000.00	$23,400.00	0.000	0	$0.00		0	$0.00		0	0.00
262	LME TRT FOR BS CRS (NEW/EXT BS)(DC)(6")	SY	1277.800	$6.00	$7,666.80	0.000	0	$0.00		0	$0.00		0	0.00
310	ASPH MATRL (MC-30)	GAL	246.7	$6.00	$1,480.20	0.000	0	$0.00		0	$0.00		0	0.00
500	MOBILIZATION	LS	1.000	$3,000.00	$3,000.00	0.000	0	$0.00		0	$0.00		0	0.00
502	BARRICADES, SIGNS, AND TRAF HANDLE	MO	1.000	$1,000.00	$1,000.00	0.000	0	$0.00		0	$0.00		0	0.00
529	CONC CURB AND GUTTER (TY A)(BARRIER)	LF	600.000	$7.50	$4,500.00	0.000	0	$0.00		0	$0.00		0	0.00
644	SMALL RDSD SGN ASSM (TY A)	EA	2.000	$300.00	$600.00	0.000	0	$0.00		0	$0.00		0	0.00
644	SMALL RDSD SGN ASSM (TY F)	EA	2.000	$500.00	$1,000.00	0.000	0	$0.00		0	$0.00		0	0.00
658	DEL ASM TY A (D-SY)	EA	4.000	$100.00	$400.00	0.000	0	$0.00		0	$0.00		0	0.00
666	REFL PAV MRK TY I (Y)(SLD)(4")	LF	400.000	$0.25	$100.00	0.000	0	$0.00		0	$0.00		0	0.00
666	REFL PAV MRK TY I (Y)(BRK)(4")	LF	140.000	$0.25	$35.00	0.000	0	$0.00		0	$0.00		0	0.00
672	RAIS PAV MRKR CL B (REFL)(TY II-A-A)	EA	24.000	$3.50	$84.00	0.000	0	$0.00		0	$0.00		0	0.00
3146	HOT MIX (TY D)	TON	105.5	$34.00	$3,587.00	0.000	0	$0.00		0	$0.00		0	0.00
5249	TEMP SEDMT CONT FENCE	LF	70.000	$3.00	$210.00	0.000	0	$0.00		0	$0.00		0	0.00
							0			0	$0.00		0	0.00
	(906) DRAINAGE													
464	RC PIPE (CL III)(18")	LF	404.000	$25.00	$10,100.00	0.000	0	$0.00		0	$0.00		0	0.00
464	RC PIPE (CL III)(24")	LF	120.000	$30.00	$3,600.00	0.000	0	$0.00		0	$0.00		0	0.00
465	INLET (COMPL)(TY A)	EA	2.000	$2,000.00	$4,000.00	0.000	0	$0.00		0	$0.00		0	0.00
465	INLET (COMPL)(TY C)	EA	2.000	$1,500.00	$3,000.00	0.000	0	$0.00		0	$0.00		0	0.00
465	MANH (COMPL)(TYM)	EA	1.000	$2,000.00	$2,000.00	0.000	0	$0.00		0	$0.00		0	0.00
465	INLET EXT.	EA	2.000	$700.00	$1,400.00	0.000	0	$0.00		0	$0.00		0	0.00
467	SET (TY II)(18")(RCP)(1:6)	EA	4.000	$550.00	$2,200.00	0.000	0	$0.00		0	$0.00		0	0.00
467	SET (TY II)(24")(RCP)(1:6)	EA	1.000	$650.00	$650.00	0.000	0	$0.00		0	$0.00		0	0.00

Monthly Totals:	$0.00	$0.00	0.00
ADMINISTRATIVE (901)			
PRELIMINARY ENGINEERING (902)			
CONSTRUCTION ENGINEERING (903)			
RIGHT-OF-WAY (904)			
Roadway (905):	$0.00	$0.00	0.00
Drainage (906):	$0.00	$0.00	0.00

Total to Date

Roadway (905):	$0.00
Drainage (906):	$0.00
Total	$0.00

Prepared and Checked By:

Signature: _____ Date: _____

Printed Name:

_____ Contractor Name
_____ Starting Date
_____ Project Ending Date
_____ Retainage Percent

Application No.: _____
Application Date: _____
Period To: _____
Engineer Firm: _____

Summary

CSJ#	PROJECT NAME	Original Schedule Value	Revised Schedule Value	Payment Application No 1	Payment Application No 2	Payment Application No 3	Total To Date	Balance To Finish	Retainage	Net	Payment To Date	Payment Due
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -

SCHEDULE OF VALUES
LA SUEÑA SUBDIVISION CONTRACT NO.: C-CAP-10-379-05-17

Item	Code	Item Description	Unit		La Sueña Subd. Buena Vista Ave. CSJ#M1080397	La Sueña Subd. Rabbit Run Ave. CSJ#M1080397	La Sueña Subd. Dakota Street CSJ#M1080397			
		PAVING								
100		Preparing ROW	STA		11.51	12.18	4.50	28.19	$500.00	$14,095.00
247		8" Flex Base (Compl In Place) (TYD, GR6, CL4)	SY		3581	3789	1400	8,770.00	$7.50	$65,775.00
251		Rewrking BS Matl (DC) (TY D CL2)	SY		3581	3789	1400	8,770.00	$3.00	$26,310.00
310		ASPH Matrl (MC-30)	GAL		716	758	280	1,754.00	$7.00	$12,278.00
340		ASPH Conc (TY D) (1 1/2")	SY		3069	3248	1200	7,517.00	$8.00	$60,136.00
502		Barricades, Signs and Traffic Handling	MO		1.5	1.5	1.0	4.00	$200.00	$800.00
530		Turnouts (ASPH-CONC-PAV)(PB-1)	SY		30	30	30	90.00	$25.00	$2,250.00
5249		Temp Sedmt Cont Fence	LF		500	500	150	1,150.00	$0.80	$920.00
5249		Temp Sedmt Cont Fence (Remove)	LF		500	500	150	1,150.00	$0.40	$460.00
		Relocate Mail Boxes	Lump Sum		1			1.00	$1,000.00	$1,000.00
		DRAINAGE								
530		Driveway (ASPH-CONC-PAV) (PB-1)	SY		411	446	140	997.00	$20.00	$19,940.00
530		Driveway (Concrete 3000 PSI)	SY		594	655	115	1,364.00	$24.00	$32,736.00
556		15" ADS Culvert Pipe	LF		975	1000	225	2,200.00	$24.00	$52,800.00
556		18" RCP Culvert Pipe	LF		70	70	0	140.00	$25.00	$3,500.00
556		Safety End Treatment	EA		2	2	0	4.00	$1,500.00	$6,000.00
					$126,195.50	$132,204.50	$40,600.00	TOTAL ESTIMATE		$299,000.00

Contract Time Statement

Form 252 (Rev. 12/02)
Page 1 of 1
(GSD-EPC Word 97)

ESTIMATE NO. 0 CONTRACTOR _____

PROJECT NO. _____ COUNTY _____ DATE WORK BEGAN _____

TIME COMPUTED FROM _____ DATE WORK COMPLETED _____

MONTH	DATE OR DAYS	WORKING DAYS CHARGED		DAYS CREDITED AND REASONS THEREFORE
TOTALS		0	0	

NO. OF CONTRACT WORKING DAYS _____ NO. WORKING DAYS CHARGED TO DATE 0

ASSESSED LIQUIDATED DAMAGES: NO. _____ PER DAY $ _____ TOTAL $ 0.00

CERTIFIED AS CORRECT (ONE COPY HAS BEEN GIVEN TO THE _____

RESIDENT ENGINEER

INSTRUCTIONS: PROJECT IDENTIFICATION SHOULD COVER CONTRACT. TIME CREDITED AND REASONS THEREFORE MUST CONFORM TO PROVISIONS OF CONTRACT. NO HOLIDAY CREDIT ALLOWED FOR DAYS PRECEDING OR FOLLOWING LEGAL HOLIDAYS. TIME SUSPENDED AND RESUMED MUST BE SUPPORTED BY COPY EACH OF LETTERS TO CONTRACTOR DATED ON OR BEFORE EFFECTIVE DATES. TIME EXTENSION MUST BE INDICATED AND REFERENCED TO RELATED PROVISION OF CONTRACT. SEE BOOKLET OF INSTRUCTIONS, CONSTRUCTION ESTIMATES DATED SEPTEMBER 1, 1995

Exhibit E-F

Test Report Table

Material	Test	Description	Required	Remarks	Contractor Name				
					CSJ#	CSJ#	CSJ#	CSJ#	CSJ#
Subgrade	Tex-101-E Part III	Pulverization							
	Tex-113	Moist. Density Curve							
	Tex-115-E	In-place Density							
		Thickness							
		Proof Roll							
Flex Base	Tex-101-E	Preparing Soils and Flex Bases							
	Tex-104-E	Determining Liquid Limit of Soils							
	Tex-105-E	Determining Plastic Limit of Soils							
	Tex-106-E	Calculating the Plasticity Index							
	Tex-107-E	Linear Shrinkage							
	Tex-110-E	Particle Size Analysis							
	Tex-113-E	Moisture Density Relationship of Base Materials(includes Limed)							
	Tex-116-E	Wet Ball Mill Method Tex							
	Tex-117-E	Triaxial Compression for Base Material (includes Limed)							
	Tex-115-E	In-place Density							
		Thickness							
En-1	IAW ASTM 4609								
	Tex-103-E								
	Tex-114-E								
	TexDOT 121 E								
	ASTM D 4546								
	ASTM D 1587								
	Tex115-E								
Hot Mix	Tex-207-F	Determining Density of Compacted Bituminous Mixtures							
	Tex-208-F	Test for Stabilometer Value of Bituminous Mixtures							
	Tex-210-F	Determining Asphalt Content of Bituminous Mixtures by Extraction							
	Tex-228-F	Determining Asphalt Content of Bituminous Mixtures by the Nuclear Method							
	Tex-229-F	Combined HMAC Cold Belt Sampling and Testing Procedure							
	Tex-236-F	Determining Asphalt Content from Asphalt Paving Mixtures By the Ignition Method							
	Tex-207-E	Determining Density of Compacted Bituminous Mixtures							
	Tex-212-E	Determining Moisture Content of Bituminous Mixtures							
	Tex-213-E	Determining Hydrocarbon-Volatile Content of Bituminous Mixtures							
In-Place Density	Texas SDHPT Bullentin C-14								
	ASTM D-2950.76								
	AASHTO T-166								
Lime	Tex-600-J	Lime Testing Procedure		Waive testing if less than 50 Tons from a Pre-Approved Source					
Rcp		Three Edge Bearing Test		1 pipe for each 100 pipe					

ASAGO CONSTRUCTION
"QUALITY AND SERVICE"

RAUL IGLESIAS
Manger

ASAGO, LLC
2113 Pecos
Mission, TX 78572
(956)607-0741 office
(956)585-7040 fax
iglesias@hiline.net

October 1, 2008

Mr. Javier Hinojosa, P.E.
Javier Hinojosa Engineering
4126 E. Dove Ave.
Mcallen, TX 78504

RE: Hidalgo County Colonia Access Program
Drainage and Paving Construction at El Sol Subdivision Unit # 1 & 2
Contract No.: C-CAP-08-021-7-01

Mr. Hinojosa:

The following is the list of suppliers used in the above mentioned projects as per the County's request:

Rio Valley Pipe	7301 W. Exp. 83 Mission, TX 78572	(956)-584-5770

If you have any questions, please call me at (956) 607-0741

Best regards,
Raul Iglesias
Raul Iglesias, Manger

Exhibit E-H

PARTIAL/FINAL WAIVER OF LEIN

THE STATE OF TEXAS

COUNTY OF_____

The undersigned contracted with _____
_____to furnish_____
in connection with certain improvements to real property located in_____
County, Texas, and owned by_____
Which improvements are described as follows:

_____
_____
_____

In consideration of Pay Estimate No _____in the amount of_____
_____DOLLAR($_____)and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, the undersigned does hereby waive and release any mechanic's lien or materialmen's lien or claims of lien that the undersigned has or hereafter has on the above mentioned real property on account of any labor performed or materials furnished or to be furnished or labor performed and materials furnished by the undersigned pursuant to the above-mentioned contract or any constitutional lien that the undersigned may have.

Undersigned hereby guarantees that all bids for labor performed and/or materials furnished in the erection and construction of such improvements on the Property have been fully paid and satisfied and Undersigned does further guarantee that if for any reason a lien or liens are filed for material or labor against said Property arising out of any bills for material or labor in connection with the erection or construction of said improvements thereon, Undersigned will obtain a settlement of such lien or liens and a proper release thereof shall be obtained.

_____
CONTRACTOR

BY:_____
TITLE

SWORN TO AND SUBSCRIBED BEFORE ME, on this the_____day of_____,20__to certify which witness my hand and seal of office.

_____
NOTARY PUBLIC in and for the State of Texas

My Commission Expires: _____

Exhibit E-I

CONTRACTOR'S AFFIDAVIT OF PAYMENTS OF DEBTS AND CLAIMS

PROJECT: **PROJECT NO.**
OWNER:
CONTRACTOR:
ENGINEER:

The Contactor in accordance with the Contract Documents, hereby certifies that, except as listed below, all obligations for all materials and equipment furnished, for all work labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or his property might in any way be held responsible have been paid in full or have otherwisse been satisfied in full.

EXCEPTIONS: (If none, write "NONE". The Contractor shall furnish a bond acceptable to the Owner for each exception.)

CONTRACTOR

By

Title

Subscribed and sworn to before me this day of

Notary Public:

My Commission Expires:

Form K

Exhibit E-J

CERTIFICATE OF CONSTRUCTION COMPETION

THIS IS TO CERTIFY THAT ON _____ DAY OF _____A FINAL INSPECTION was made of the project herein described.

CONTRACT

CONTRACT DATE: _____
OWNER: _____
CONSTRUCTION CONTRACTOR: _____
OF THE CITY OF _____ STATE OF _____

PROJECT DESCRIPTION

CONSTRUCTION OF _____

CONTRACT NO: _____
Located in or near the City/Precinct Of _____

THIS IS TO CERTIFY"

1. That the work has been completed in accordance with the plans and specifications and all addenda, change orders, supplemental agreements thereto, and with the following exceptions:

   _____

2. That the sum of _____, deducted from the final payment of the Contractor is a fair and equitable settlement for the foregoing except work.

3. That the contractor has presented a "Certificate of Release" starting under oath, that all claims arising out of the performance of work have been fulfilled, and the Owner is released from all claims arising under or by virtue of said contract.

4. That the CONTRACTOR has presented in behalf of itself and its sureties, satisfactory evidence that it is bound to repair, replace, and make good any faulty workmanship and/or materials discovered in the work within a period of one year from this date, as provided in said contract.

5. Amount of Original Contract _____
   Present Amount of Contract _____
   Total Amount of earned to Date _____
   Less: previous payments _____
   Balance _____
   Authorized deductions _____
   AMOUNTY OF FINAL PAYMENT _____

6. That the final payment in the amount of _____ _____ is now due and payable.

_____
Engineer's Signature

CONCURRED BY:

_____
Contractor's Name

By:_____

Title: _____

CONCURRED BY:

_____
City/Precinct

By:_____

Title: _____

CONTRACTOR'S AFFIDAVIT OF RELEASE OF LIENS

PROJECT: **PROJECT NO.**
OWNER:
CONTRACTOR:
ENGINEER:

The Contractor, in accordance with the Contract Documents, and in consideration for the full and final payment to the Contractor for all services in connection with the project, does hereby waive and release any and all liens, or any and all claims to liens which the Contractor may have on or affecting the project as a result of its contract(s) for the Project or for performing labor and/or furnishing materials in any way connected with the construction of any aspect of the project. The Contractor further certifies and warrants that all subcontractors of labor and/or materials for the Project, except as listed below, have been paid in full for all labor and/or materials supplied to, for through or at the direct or indirect request of the Contractor prior to, through and including the date of this affidavit.

EXCEPTIONS: (If none, write "NONE". The Contractor shall furnish a bond acceptable to the Owner for each exception.)

CONTRACTOR

By

Title

Subscribed and sworn to before me this day of

Notary Public:

My Commission Expires:

Form L

Exhibit E-M

Contractor Name

Starting Date

Project Ending Date

Engineer's / County Project Description

Application No.: _____

Application Date: _____

Period To: _____

Engineer's / County Project No.: _____

No.	Item Code	Description	Unit	Original Schedule Value: Original Rates	Original Schedule Value: Quan	Original Schedule Value: Dollars	Revised Rates	Value: Quan	Value: Dollars	First Month: Monthly Quan	First Month: QTY to Date	First Month: Item Cost (Monthly)	Second Month: Monthly Quan	Second Month: QTY to Date	Second Month: Item Cost (Monthly)	Third Month: Monthly Quan	Third Month: QTY to Date	Third Month: Item Cost (Monthly)	Total to Date	Balance To Finish: Quan	Balance To Finish: Dollars
		(905) ROADWAY																			
1	100	Preparation of Right-of-Way	Sta	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
2	152	6" road Grader Work(Dens Cont.) Subgrade	SY	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
3	247	6" FL BS(Compl In Plac)	S.Y.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
4	310	Asph. Matrl. (MC-30)	Gal	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
5	340	Asph. Conc. Ty D	S.Y.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
6	500	Mobilization	L.S.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
7	502	Barricades, Signs and Traffic Handling	Mo	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
8	530	Turnouts	Ea	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
9	5249	Tem Sedmt Cont Fence (Installed)	L.F.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
10	5249	Tem Sedmt Cont Fence Handling (Removed)	L.F.	$ -	0.0	-	$ -	0.0	-	0											
		Total Roadway				-			-			-			-			-	-	0.0	0.0
		(906) DRAINAGE																			
11	530	Drvwys (Asph Conc Pav) (PRB)	S.Y.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
12	247	Drvwys Flexible Base	S.Y.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
13	556	8" Storm Drain	L.F.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
14	556	18" RCP Storm Drain	L.F.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
15	465	Ty "A" Inlets	Ea.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
16	465	Concrete Manhole	Ea.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
17		15" R.C.P.	L.F.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
18		Ty "A" Inlets	Ea.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
19		Manhole	Ea	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
20		6.0" Valley Gutter	L.F.	$ -	0.0	-	$ -	0.0	-												
		Total Drainage				-						-			-			-	-		
		TOTAL BASE AMOUNTS:				-			-			-			-			-	-	0.0	0.0

Print Name

Date

Signature

Exhibit E-O

CONSTRUCTION IDENTIFICATION SIGN:

Size, 4' – 0" X 8' – 0"
Letters to be brown with beige background

Construction Identification Signs To Be Erected Prior To Beginning of Actual Construction

Wood for Signs Shall Be ¾" Waterproofing Resin Bonded Exterior Grade Plywood (Douglas Fir Plywood Association of Equal)

Payment for Furnishing, Erecting, Maintenance and Removing Construction Identification Signs Will Not Be made Directly. Such Costs Shall be Included in the Overall Bid Submitted.

To Be Erected as Indicated on title Sheet.

Precinct Logo

Texas Department of Transportation

Your Tax Dollars at Work
Hidalgo County Pct 3

Joe M. Flores, Commissioner
Border Colonia Access Program

In Partnership with Texas Department of Transportation

La Sueña Subdivision

Hidalgo County Commissioner's Court

Ramon Garcia	–	County Judge
Joel Quintanilla	-	Commissioner Pct #1
Hector "Tito" Palacios	-	Commissioner Pct #2
Joe M. Flores	-	Commissioner Pct #3
Joseph Palacios	-	Commissioner Pct #4

Project Contractor: Asago, LLC dba Asago Construction

Project Engineer: Javier Hinojosa Engineering

From: marcie.jackson
To: "Valde "; "Yvette Islas"
Cc: "Norma Ceballos"; "Eralio Palacios"; "Katia Garcia"
Subject: Request approval of final negotiated contract - La Suena Subdivision
Date: Thursday, June 09, 2011 2:36:03 PM

Yvette,

Please submit:

Approval of final negotiated contract for Precinct 3 – 3rd Call Border Colonias Project: La Suenz Subdivision (CSJ: 3C1080397)

Contractor: Asago, LLC dba Asago Construction
Project Engineer: Javier Hinojosa Engineering
Account: 1-1312-431-00-123-397-0-731 & 733

Thanks,

Agapito Vargas, Executive Director

Hidalgo County Border Colonias Access Program
301 East State
Pharr, TX 78577
Office Tel: 956/787-1891
Fax: 956/787-4683
Cell: 956/460-6364
email: agapito.vargas@co.hidalgo.tx.us

AI-27135 **7.B.**

Requesting approval of invoice No. 11045 for Javier Hinojosa Engineering CC CONSENT

Date:	06/21/2011
Submitted By:	Rocio Villarreal, PURCHASING DEPT.
Submitted For:	Rocio Villarreal
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department

Information

CAPTION

Acceptance and approval of request for payment on invoice No. 11045 in the amount of $7,739.94 submitted by Javier Hinojosa Engineering, contracted project engineer for "Iowa Road (Mile 10 to Mile 14)".

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1200-431-00-123-005-0-731

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

BUDGETARY IMPACT:

Available funds in P.O. #656573 as of 6/16/11 are $46,439.66.

Attachments

Link: Invoice

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	06/15/2011 05:04 PM	APRV
2	Budget & Management	Erika Zamora	06/16/2011 08:54 AM	APRV
3	Perla Lopez	Perla Lopez	06/16/2011 02:20 PM	APRV
4	Auditor's Office		06/17/2011 10:40 AM	PEND

Form Started By: Rocio Villarreal Started On: 06/15/2011 04:38 PM

Final Approval Date: 06/17/2011

SIGN: _____
REQ# 194211
PO# 656573

Javier Hinojosa Engineering
416 E. Dove Avenue
McAllen, TX 78504
956/668-1588 Fax: 956/994-8102

Invoice No. 11045

Customer

Name: Hidalgo County Precinct No. 3
Address: 724 N. Breyfogle
City: Mission State: Texas Zip: 78572
Attention: Commissioner Joe M. Flores

Date: June 8, 2011

Project Name:
Iowa Road (Mile 10 to Mile 14)

Description

Engineering services rendered for completion of the Preliminary Phase and completion of the the Design Phase for the paving improvements of Iowa Road from Mile 10 to Mile 14.

P.O.#656573

CONTRACT AMOUNT: $154,798.88

Scope of Services	Contract Amount	% Completed To Date	Total Due	Less Previous Payments	Amount Due This Request	Balance To Complete
Prelimnary						
Phase 25%	$38,699.72	100%	$38,699.72	$38,699.72	$0.00	$0.00
Design						
Phase 50%	$77,399.44	100%	$77,399.44	$69,659.50	$7,739.94	$0.00
Construction						
Phase 25%	$38,699.72	0%	$0.00	$0.00	$0.00	$38,699.72
TOTAL	**$154,798.88**	**75%**	**$116,099.16**	**$108,359.22**	**$7,739.94**	**$38,699.72**

TOTAL AMOUNT DUE THIS INVOICE: $7,739.94

Submitted By: Javier Hinojosa Engineering

Office Use Only

We Appreciate Your Business.

INVOICE RECEIVED BY
_____ ON 6/9/11
GOODS/SERVICES RECEIVED BY
_____ ON 6/8/11

1-1200-431-00-123-805-0-731

AI-27102 **7.C.**

BCAP Application for Payment No.1 - Ariel Hinojosa Subdivision Precinct No.3

CC CONSENT

Date:	06/21/2011
Submitted By:	Marcie Jackson, COLONIA ACCESS PROGRAM
Submitted For:	Agapito Vargas
Department:	COLONIA ACCESS PROGRAM
Agenda Category:	Purchasing Department

Information

CAPTION

Acceptance and approval of Application for Payment No. 1 in the amount of $26,983.80 from Valley Paving Inc. contracted vendor for Ariel Hinojosa Subdivision as reviewed and submitted by project engineer Javier Hinojosa Engineering (C-CAP-10-395-04-05).

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1312-431-00-123-055-0-731/733

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

BUDGETARY IMPACT:

Available funds in P.O. #658111 as of 6/16/11 are $118,648.00.

Obj Code 731 = $85,893.00
Obj Code 733 = $32,755.00

Attachments

Link: Application for Payment No.1 Ariel Hinojosa Subdivision

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Yvette Islas	Yvette Islas	06/15/2011 10:26 AM	APRV
2	Purchasing Department	Marty Salazar	06/15/2011 12:01 PM	APRV
3	Budget & Management	Erika Zamora	06/15/2011 03:19 PM	APRV
4	Perla Lopez	Perla Lopez	06/16/2011 02:06 PM	APRV
5	Auditor's Office	Arcilia Duran	06/16/2011 03:32 PM	APRV

Form Started By: Marcie Jackson Started On: 06/15/2011 09:09 AM

Final Approval Date: 06/16/2011

APPLICATION FOR PAYMENT NO. 1

To: HIDALGO COUNTY (OWNER)

From: VALLEY PAVING, INC. (CONTRACTOR)

Contract: BORDER COLONIA ACCESS PROGRAM

Project: "ROAD & DRAINAGE CONSTRUCTION FOR ARIEL HINOJOSA SUBDIVISION"

Owner's Contract No. CCAP-10-395-04-05 Engineer's Project NO. _____

For Work accomplished through the date of: June 10, 2011

1. Original Contract Price:		$118,648.00
2. Net change by Change Order No. 1 and Written Agreements(+):		$0.00
3. Current Contract Price (1 plus 2):		$118,648.00
4. Total completed and stored to date:		$29,982.00
5. Retainage (per Agreement):		
10% of completed Work:	$2,998.20	
0% of stored material	$0.00	
Total Retainage:		$2,998.20
6. Total completed and stored to date less retainage (4 minus 5)		$26,983.80
7. Less previous Application for Payments:		$0.00
8. AMOUNT DUE THIS APPLICATION (6 MINUS 7)		$26,983.80

REQ# 195684 P.O.# 658111
1-1312-431-00-123-055-0-731→$25,582.00
<-2,558.20>=$23,023.80

REQ# 195684 P.O.# 658111
1-1312-431-00-123-055-0-733→$4,400.00
<-440.00>=$3,960.00

Work done under the Contract referred to above have been applied on account t
obligations incurred in connection with Work covered by prior Applications for Pa
inclusive: (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payments is in accordance with the Contract Documents and not defective.

Date 06/10/2011

VALLEY PAVING, INC.
(CONTRACTOR)

By: _____
OSCAR CORDOVA, PRESIDENT
321 E. 2 MILE LN.
MISSION, TEXAS 78574

State of TEXAS
County of HIDALGO
Subscribed and sworn to before me this 10th
day of JUNE, 2011

Rosalinda Trevino
Notary Public
My Commission expires: 02/23/2015

ROSALINDA TREVINO
MY COMMISSION EXPIRES
February 23, 2015

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Date 6/14/11

JAVIER HINOJOSA ENGINEERING
(ENGINEER)

By: _____
JAVIER HINOJOSA, P.E.
416 E. DOVE AVE
MCALLEN, TX 78501

INVOICE RECEIVED BY: _____ ON 6/14/11
GOODS/SERVICES RECEIVED BY: _____ ON 6/14/11

VALLEY PAVING, INC.	Contractor Name
06/02/11	Starting Date
	Project Ending Date
10%	Retainage Percent

Application No.	1
Application Date:	6/10/2011
Period To:	06/02/11 - 06/10/11
Engineer Firm	JAVIER HINOJOSA ENGINEERING

Summary

CSJ#	PROJECT NAME	Original Schedule Value	Revised Schedule Value	Payment Application No 1	Payment Application No 2	Payment Application No 3	Total To Date	Balance To Finish	Retainage	Net	Payment To Date	Payment Due
M1080055	Ariel Hinojosa Subd.	$ 118,648.00	$ -	$ 29,982.00	$ -	$ -	$ 29,982.00	$ 88,666.00	$ 2,998.20	$ 26,983.80	$ -	$ 26,983.80
		$ 118,648.00	$ -	$ 29,982.00	$ -	$ -	$ 29,982.00	$ 88,666.00	$ 2,998.20	$ 26,983.80	$ -	$ 26,983.80

VALLEY PAVING, INC. — Contractor Name

6/2/2011 — Starting Date

Project Ending Date

ROAD & DRAINAGE - ARIEL HINOJOSA — Engineer's / County Project Description

Application No.: 1

Application Date: 6/10/2011

Period To: 6/2/2011 - 06/10/11

Engineer's / County Project No.: C-CAP-10-395-04-05

					Original Schedule Value			Revised Schedule Value		First Month			Second Month			Third Month				Balance To Finish	
No.	Item Code	Description	Unit	Original Rates	Quan	Dollars	Revised Rates	Quan	Dollars	Monthly Quan	QTY to Date	Item Cost (Monthly)	Monthly Quan	QTY to Date	Item Cost (Monthly)	Monthly Quan	QTY to Date	Item Cost (Monthly)	Total to Date	Quan	Dollars
		ROADWAY																			
		ARIEL HINOJOSA SUBDIVISION																			
1	100	Preparig ROW	STA	$ 800.00	13.03	$ 10,424.00	$ -	0.00	$ -	13.03	13.03	$ 10,424.00			$ -			$ -	$ 10,424.00	0	$ -
2	247	8" FLEX BASE (Compl in Place)	SY	$ 6.50	4054.00	$ 26,351.00	$ -	0.00	$ -	-	0.00	$ -			$ -			$ -	$ -	4054	$ 26,351.00
3	251	Reworking BS Mtrl. (DC) (TY D CL2)	SY	$ 2.00	4054.00	$ 8,108.00	$ -	0.00	$ -	4,054.00	4054.00	$ 8,108.00			$ -			$ -	$ 8,108.00	0	$ -
4	310	ASPH Matrl. (MC-30)	GAL	$ 5.00	811.00	$ 4,055.00	$ -	0.00	$ -	-	0.00	$ -			$ -			$ -	$ -	811	$ 4,055.00
5	340	ASPH Conc. (TY D) (1 1/2")	SY	$ 7.00	3475.00	$ 24,325.00	$ -	0.00	$ -	-	0.00	$ -			$ -			$ -	$ -	3475	$ 24,325.00
6	502	Barricades, Sign & Traffic Handling	MO	$ 1,000.00	3.00	$ 3,000.00	$ -	0.00	$ -	1.00	1.00	$ 1,000.00			$ -			$ -	$ 1,000.00	2	$ 2,000.00
7	530	Turnouts (ASPH-CONC-PAV) (PB-1)	SY	$ 15.00	30.00	$ 450.00	$ -	0.00	$ -	-	0.00	$ -			$ -			$ -	$ -	30	$ 450.00
8	5249	Temporary Sediment Control Fence	LF	$ 5.00	210.00	$ 1,050.00	$ -	0.00	$ -	210.00	210.00	$ 1,050.00			$ -			$ -	$ 1,050.00	0	$ -
9	5249	Temporary Sediment Control Fence (Remove)	LF	$ 3.00	210.00	$ 630.00	$ -	0.00	$ -	-	0.00	$ -			$ -			$ -	$ -	210	$ 630.00
10	501	Type III Barricade	EA	$ 2,500.00	1.00	$ 2,500.00	$ -	0.00	$ -	-	0.00	$ -			$ -			$ -	$ -	1	$ 2,500.00
11		Relocate Mail Boxes	LS	$ 5,000.00	1.00	$ 5,000.00	$ -	0.00	$ -	1.00	1.00	$ 5,000.00			$ -			$ -	$ 5,000.00	0.0	$ -
		Total Roadway ARIEL HINOJOSA SUBDIVISION				**$ 85,893.00**			**$ -**			**$ 25,582.00**			**$ -**			**$ -**	**$ 25,582.00**		**$ 60,311.00**
		DRAINAGE																			
12	530	Driveway (ASPH-CONC-PAV) (PB-1)	SY	$ 25.00	325.00	$ 8,125.00	$ -	0.00	$ -	-	0.00	$ -			$ -			$ -	$ -	325	$ 8,125.00
13	530	Driveway (Concrete 3000 PSI)	SY	$ 54.00	195.00	$ 10,530.00	$ -	0.00	$ -	-	0.00	$ -			$ -			$ -	$ -	195	$ 10,530.00
14	556	15" ADS Culvert Pipe	LF	$ 20.00	450.00	$ 9,000.00	$ -	0.00	$ -	220.00	220.00	$ 4,400.00			$ -			$ -	$ 4,400.00	230	$ 4,600.00
15	556	18" RCP Culvert Pipe	LF	$ 50.00	70.00	$ 3,500.00	$ -	0.00	$ -	-	0.00	$ -			$ -			$ -	$ -	70	$ 3,500.00
16	556	Safety End Treatment	EA	$ 800.00	2.00	$ 1,600.00	$ -	0.00	$ -	-	0.00	$ -			$ -			$ -	$ -	2	$ 1,600.00
		Total Drainage ARIEL HINOJOSA SUBDIVISION				**$ 32,755.00**			**$ -**			**$ 4,400.00**			**$ -**			**$ -**	**$ 4,400.00**		**$ 28,355.00**

Grand Total for Ariel Hinojosa Subd. **$ 118,648.00**

APPROVED BY:

Javier Hinojosa P.E.
Print Name

Signature

6/14/11
Date

Exhibit E-D

AI-27088 **7.D.**

Lease of Office Space for Edinburg

CC CONSENT

Date:	06/21/2011
Submitted By:	Elena Gomez, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department

Information

CAPTION

Requesting authority to advertise and approval of procurement packet (i.e. specifications-requirements, legal notice, draft contract etc.) as attached hereto for: "HIDALGO COUNTY – COMMUNITY SERVICE AGENCY “Lease of Office Space for Edinburg” Bid No.: 2011-145-00-00-MEG

BACKGROUND

Proposed Schedule of Events:
1st Advertisement: June 25, 2011
2nd Advertisement: July 2, 2011
3rd Advertisement: July 9, 2011
Bid Opening Date: July 20, 2011

Fiscal Impact

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

BUDGETARY IMPACT:
CSA funds will be used.

Attachments

Link: Memo of Approval
Link: Texas Adminstrative Code
Link: Specifications/Requirements
Link: Draft Contract
Link: legal notice

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	06/15/2011 11:55 AM	APRV
2	Budget & Management	Erika Zamora	06/15/2011 03:17 PM	APRV
3	Erika Zamora	Erika Zamora	06/17/2011 10:09 AM	APRV
4	Martha Salazar		06/17/2011 10:40 AM	NEW

Form Started By: Elena Gomez

Started On: 06/14/2011 02:09 PM

Final Approval Date: 06/17/2011

MEMORANDUM

TO: **Ms. THELMA VASQUEZ**
Ms. MARIVEL NAVARRO

FROM: Elena Gomez, Buyer II
Purchasing Department

DATE: May 18, 2011

RE: Approval of **DRAFT** specifications for: RFB No. 2011-145-00-00-MEG
"Lease of Office Space for Edinburg"

Please review the following **SPECIFICATIONS** and indicate if they meet all your requirements by marking **APPROVE** (or) **DISAPPROVE** and signing below. If you mark **DISAPPROVE**, please make any and all modifications necessary to the specifications and fax back the revised copy to the designated Buyer in the Purchasing Department.

If you have any questions, please call me at (956) 318-2626 ext# 4855.

APPROVE •	DISAPPROVE •
APPROVED WITH MODIFICATIONS Requested- NNS	

FUNDS AVAILABILITY: ✓ YES / _____ NO/ _____ Other

(Specify) CACSA

BUDGET ACCOUNT #: N/A

Account # for Advertisement: CACSA can pay for Ads - bill us

Maribel Navarro-Saenz 6-1-11

AUTHORIZED SIGNATURE PRINTED NAME DATE

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 292-7612 or e-mail: elena.gomez@co.hidalgo.tx.us by no later than WEDNESDAY, MAY 25, 2011 at 5:00p.m.

Enclosed

Texas Administrative Code

TITLE 10 COMMUNITY DEVELOPMENT
PART 1 TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
CHAPTER 5 COMMUNITY AFFAIRS PROGRAMS
SUBCHAPTER A GENERAL PROVISIONS
RULE §5.10 **Procurement Standards**

DRAFT

(a) Procurement procedures must meet minimum guidelines, according to Office of Management and Budget (OMB) Circulars A-87, A-102, A-110, A-122 (as applicable), the Uniform Grant Management Common Rule, Texas Government Code, Chapter 783, and 10 CFR Part 600 (Financial Assistance Rule).

(b) All subrecipients including non-profits must comply with all of the referenced statutes and regulations listed in subsection (a) of this section. In case of any conflict between the OMB Circulars or federal laws and state laws involving federal funds, the federal law or OMB Circulars will prevail.

(c) Additional Department requirements are:

(1) Small purchase procedures:

(A) This procedure may be used only on those services, supplies, or equipment costing in the aggregate of $25,000 or less. For Emergency Shelter Grant Program (ESGP), the threshold is $500 and more per unit;

(B) Subrecipient must establish a clear, accurate description of the specifications for the technical requirements of the material, equipment, or services to be procured; and

(C) Subrecipient must obtain a written price or documented rate quotation from an adequate number of qualified sources. An adequate number is, at a minimum, three different sources.

(2) Sealed bids:

(A) Subrecipient must formally advertise, for a minimum of three (3) days, in newspapers or through notices posted in public buildings throughout the service area. Advertising beyond the subrecipient's service area is allowable and recommended by the Department. The advertisement should include, at a minimum, a response time of fourteen (14) days prior to the closing date of the bid request. Cities and counties must comply with the statutorily imposed publication requirements in addition to those requirements stated herein; and

(B) When advertising for material or labor services, subrecipient shall indicate a period for which the materials or services are sought (e.g. for a one-year contract with an option to renew for an additional four (4) years). This advertised time period shall determine the length of time which may elapse before re-advertising for material or labor services, except that advertising for labor services must occur at least every five (5) years.

(3) Competitive proposals:

(A) The Request for Proposal (RFP) must be publicized. The preferred method of advertising is the local service area newspapers. This advertisement should, at a minimum, allow fourteen (14) days before the RFP is due. The due date must be stated in the advertisement; and

(B) The time period for services shall be one year, plus four (4) additional years at a maximum.

(4) Non-competitive proposals:

(A) The service, supply, or equipment is available only from a single source;

(B) A public emergency exists preventing the time required for competitive solicitation; and

(C) After solicitation of a number of sources, competition is determined inadequate.

(5) Required contract provisions shall include the following contract provisions or conditions in procurement contracts or subcontracts:

(A) Contracts in excess of $25,000 shall include contractual provisions or conditions that allow for administrative, contractual, or legal remedies in instances where subcontractors violate or breach the contract terms, and provide for such remedial actions as may be appropriate;

(B) All contracts in excess of $25,000 shall include suitable provisions for termination by the recipient, including the manner by which termination shall be effected and the basis for settlement. In addition, such contracts shall describe conditions under which the contract may be terminated for default as well as conditions where the contract may be terminated because of circumstances beyond the control of the subrecipient;

(C) Contracts shall include a provision with regard to independent subcontractor status to hold harmless and indemnify subrecipient from and against any and all claims, demands and course of action asserted by any third party arising out of or in connection with the services to be performed under contract;

(D) Contracts shall include a provision regarding conflict of interest. Subrecipient's employees, officers, and/or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from subcontractors, or potential subcontractors; and

(E) Contracts shall include a provision to prevent fraud and abuse.

(i) Subrecipient shall establish, maintain, and utilize internal control systems and procedures sufficient to prevent, detect, and correct incidents of waste, fraud, and abuse in all Department funded programs and to provide for the proper and effective management of all program and fiscal activities funded by this contract. Subrecipient's internal control systems and all transactions and other significant events must be clearly documented and the documentation made readily available for review by Department.

(ii) Subrecipient shall give Department complete access to all of its records, employees, and agents for the purpose of monitoring or investigating the program. Subrecipient shall fully cooperate with Department's efforts to detect, investigate, and prevent waste, fraud, and abuse. Subrecipient shall immediately notify the Department of any identified instances of waste, fraud, or abuse.

(iii) Department will notify the funding source upon identification of possible instances of waste, fraud, and abuse or other serious deficiencies.

(iv) Subrecipient may not discriminate against any employee or other person who reports a violation of the terms of this contract or of any law or regulation to Department or to any appropriate law enforcement authority, if the report is made in good faith.

(F) Contracts shall include a provision to the effect that any alterations, additions, or deletions to the terms of the contract which are required by changes in federal law and regulations or state statute are automatically incorporated into the contract without written and administrative code amendment hereto, and shall become effective on the date designated by such law and or regulation; and any alterations, additions, or deletions to

the terms of the contract shall be amended hereto in writing and executed by both parties to the contract.

(G) Contracts shall include the following provision assuring legal authority to sign the contract.

(i) Subcontractor represents that it possesses the practical ability and the legal authority to enter into the contract, receive and manage the funds authorized by the contract, and to perform the services subcontractor has obligated itself to perform under the contract.

(ii) The person signing the contract on behalf of the subcontractor warrants that he/she has been authorized by the subcontractor to execute the contract on behalf of the subcontractor and to bind the subcontractor to all terms set forth in the contract.

(iii) Department shall have the right to suspend or terminate the contract if there is a dispute as the legal authority of either the subcontractor or the person signing the contract to enter into the contract or to render performances thereunder. Should such suspension or termination occur, the subcontractor is liable to the subrecipient for any money it has received for performance of provisions of the contract.

Source Note: The provisions of this §5.10 adopted to be effective March 12, 2009, 34 TexReg 1555

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List of Titles Back to List

HOME | TEXAS REGISTER | TEXAS ADMINISTRATIVE CODE | OPEN MEETINGS | HELP |

SCOPE OF PROJECT:

The proposed office building must be in good working condition and must meet all ADA requirements or all entrances, restrooms and/or parking areas provided by bidder.
Building must be located at the following: Parameter: within the City of Edinburg, TX.

Said office space shall have the designated rooms or areas for conducting the following functions:

- Waiting area, Reception area, Conference Room, Lounge Room, and two (2) storage rooms.

REQUIREMENTS:

1. Bidder must charge by the square foot for the rental space;

2. Must provide a min. of 14,000 square feet to a max. Of 17,000 square feet of available tile floor space to perform CSA services. Building be well insulated with an ERA rating of minimum of eleven (11).

3. The building will meet all ADA accessibility requirements and shall be fully handicap accessible from all parking facilities.

4. Lessor must provide documented proof that the building is asbestos free and mold free with the most recent inspection not less than one year old.

5. Building premises shall have public handicapped accessible restroom facilities for both men and women. Separate restroom facilities for employees;

6. The awarded bidder of the contract/lease will ensure that the facilities (toilets, water, faucets, air conditioning, heating, etc.) within the building are working properly before and during the rental of the building and will provide all upkeep and maintenance under the contract;

7. Parking spaces for both regular and handicapped needs shall conform to local municipal ordinances and state law with ramp access available from such spaces to the building. Building access must comply with American Disability Act Parking Requirements;

8. Bid premises must have water, sewer, natural gas and electricity, central air and heating of the entire building, including garbage pick up.

9. Building should be equipped with fire extinguishers for each department or amount required by the City Fire Code under federal, state, local and building codes and regulations. Floor area exits or exit access doorways must comply with the City Fire Code under federal, state and local building codes and regulations;

10. Central air/heating will be provided for ample cooling/heating of the entire building. Lessor will be responsible for electrical, central air & heating maintenance, also by keeping entire Building free of mold at all times. Lessor must provide

documented proof with the most recent inspection not less than one year old.

11. Building shall be safe from rodents & insects prior to occupancy by the CSA Program staff. Also be responsible and at Lessor's expense for pest control and floor maintenance throughout term of this contract.

11. The complete space will be inspected by CSA Program Director, before lease contract is in place, in order to verify status and kind of business activity within the building.

12. The floor plans of the building will be constructed according to the Program Director. If present building needs renovation; the renovation work will be made by Lessor and at Lessor's cost and to be completed at least 45 days from the date of award;

13. Provide the legal description of the property along with your bid and include a proposed " layout" of your facility.

14. Hidalgo County is requesting all interested vendor(s) submitting bids must provide the following: property ID # and/or Geographic ID # and the Legal Description as listed on your local County Appraisal District for proposed property being submitted for this project.

15. An existing building must be ready for occupancy with all specifications completed and in compliance with the Americans with Disabilities Act, ninety (90) days from the date of awarding bid and execution of contract or the award will become void/null;

16. If a new building is to be constructed there should be a completion date of approximately one hundred and twenty (120) days from date bid was awarded. If completion date is not met, bid will become void/null;

17. If a new building is proposed in this project, Hidalgo County may consider accepting as main option, or whichever is in the best interest of the County.

18. Please review this document in its entirety. Be sure your bid is complete, and double check your bid for accuracy. Incomplete sections may be considered for probable cause for disqualification.

TERMS & CONDITIONS

1. Term of contract shall be for a period of five (5) years with the County's option to renew for one (1) additional year under the same terms and conditions. Lease will have a sixty (60) day cancellation clause.

2. Any contract awarded to a successful bidder will be in effect until (a) the contract expires (b) performance of services and/or specifications ordered, or (c) terminated by County with sixty (60) day's written notice prior to cancellation.

3. All costs and expenses associated with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the bidder and not reimbursements for such charges or expenses shall be passed onto Hidalgo County;

4. Hidalgo County reserves the right to hold bids for a period of sixty (60) days without taking any action;

5. 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 unforseen delay in award of new bid for next contract;

6. After bid is awarded and successful awarded contractor defaults in meeting the general instructions to bidder(s) and/or in complying with the contract/lease agreement, Hidalgo County reserves the right to seek the services of the next lowest bidder(s). In such event, Hidalgo County shall charge the successful bidder the difference for any additional cost to the County;

7. Bidder will maintain liability insurance on the building plus insure building for fire, accident and natural disaster, Also, bidder shall maintain liability insurance on the premises, as described and listed in: **Insurance Requirements: See Exhibit "C" attached**, Plus also insure building for fire, accident and natural disaster;

8. Property insurance policy shall provide that any proceeds for loss or damage to building or to improvements shall be payable solely to Lessor, which sum shall be used by Lessor for repair and restoration purpose.

Additional Information:

Information regarding this project can be addressed in writing, to the Hidalgo County Purchasing Department. Hidalgo County is requesting that any or all questions, inquiries and clarifications regarding quotes, bids, proposals or statements of qualifications be addressed to Martha L. Salazar, Purchasing Agent, at 2802 S. Business Hwy 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

All written inquiries will be accepted via facsimile no later than, ***date, month, day, 2011*** at 5:00 P.M. at (956) 318-2629. Responses to said inquiries will be sent to all applicants via facsimile by no later than 5:00 P.M., ***date, month, day, 2011,***

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

LEASE
C-11-145-00-00

THIS LEASE is made and entered into by and between _____, referred to in this Lease as Lessor, and **THE COUNTY OF HIDALGO COMMUNITY SERVICE AGENCY**, referred to in this Lease as Lessee.

In consideration of the mutual covenants and agreements set forth in this Lease, and other good and valuable consideration, Lessor demises and leases to Lessee, and Lessee leases from Lessor, that certain real property described on Exhibit "A", attached hereto.

ARTICLE 1. TERM

Term of Lease

1.1 Except as otherwise herein provided, the term of this Lease shall be for three (5) years commencing on _____**, 2011** (as hereinafter defined) and ending on _____**, 2016** (as hereunder defined) unless sooner terminated or unless renewed and extended in accordance with Paragraph 1.2, hereof. The "Commencement Date" is the date the Premises are available for occupancy by Lessee, which date shall be ten(10) days following the date the Lessor provides Lessee written notice that the Lessor's negotiated remodeling obligation is complete. The "Termination Date" is the date twelve (12) months following the Commencement Date, unless the Commencement date is other than the first day of a calendar month, in which event the Term shall be extended by the number of days remaining in the month which includes the Commencement

DRAFT

Date, and the Termination Date shall be likewise extended. If the Premises are sold to an unrelated third party (not affiliated by common ownership with Lessor) at a time when more than six (6) months remains on the unexpired portion of the term of this Lease, then the unexpired portion of this Lease may, at Lessee's option, be shortened to six (6) months from the date of such sale.

Renewal or Termination

1.2. Lessee shall have the right and option to renew and extend the term of this Lease for an additional one (1) year terms under the same rates, terms and conditions. If Lessee desires to renew and extend the term of this Lease for a renewal period, Lessee must give Lessor written notice of such renewal at least sixty (60) days prior to the termination of the initial lease term or any extension thereof. Any renewal or extension of this Lease shall be on the terms and conditions as provided herein. This Lease shall terminate and become null and void without further notice on the expiration of the term specified in Article 1.1, unless sooner terminated or renewed and extended in accordance with this Article 1.2; and any holding over by Lessee after the expiration of that term shall not constitute a renewal of the Lease or give Lessee any rights under the Lease in or to the Leased Premises.

Holdover

1.3 If Lessee holds over and continues in possession of the Leased Premises after expiration of the term of this Lease, Lessee will be deemed to be occupying the Premises on the basis of a month to month tenancy, subject to all of the terms and conditions of this Lease. The inclusion of this Article 1.2 shall not be construed as Lessor's consent for Lessee to hold over.

Termination

1.4 Lessee may declare this Lease, and all rights and interest created by it, to be

DRAFT

terminated without cause upon giving the Lessor ninety (90) days written notice. Upon Lessee's electing to terminate, this Lease shall cease and come to an end as if the day of the termination party's election were the day originally fixed in the Lease for its expiration.

Lessor's Warranty of Quiet Enjoyment

1.5. Lessor covenants and agrees that Lessee on paying the rent and other charges herein provided for and observing and keeping the covenants, conditions, and terms of this Lease on Lessee's part to be kept or performed, shall lawfully and quietly hold, occupy, and enjoy the Leased Premises during the term of this Lease without hindrance or molestation by Lessor or any person claiming under Lessor except such portion of the Leased Premises, if any, as shall be taken under the power of eminent domain.

ARTICLE 2. RENT

Base Rent

2.1 Lessee agrees to pay to Lessor, during the term hereof, a monthly rental equal to _____ and no/100ths ($_____) per month. In the event the Commencement Date is a day other than the first day of the month, the rent for the period from the commencement date to the last day of the month shall be prorated by dividing the monthly rental by thirty (30) days, and multiplying the result by the number of days remaining in the month that includes the Commencement Date.

Time and Manner of Payment

2.2 All rent due under this article shall be paid by Lessee on a monthly basis and in advance, on the first business day of each month commencing on the Commencement Date. All installments of rent shall be paid in lawful money of the United States to the Lessor at

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_____or such other location or locations as Lessor shall from time to time designate by written notice to Lessee. Any rent due for any partial month at the beginning or the end of the term hereof shall be prorated on the basis of a thirty (30) day month.

Taxes

2.3 Lessor is responsible for rendering and paying all real estate taxes on the Property. Lessee shall be responsible for taxes, if any, on Lessee's personal property located on the Premises.

ARTICLE 3. USE OF PREMISES

Permitted Use

3.1 Lessee may use the premises for office space and for any other lawful purpose.

Waste, Nuisance, or Illegal Use

3.2 Lessee shall not use, or permit the use of, the Premises in any manner that results in waste of the Premises or constitutes a nuisance or violates any statute, ordinance, rule or regulation applicable to the premises or for any illegal purpose.

ARTICLE 4. REPAIRS AND MAINTENANCE

4.1 Lessee shall be responsible for providing general janitorial service. Lessee shall be responsible for all repairs and maintenance in connection with damage to the Premises caused by Lessee's negligent used of Premises, and damage to fixtures and improvements resulting from negligent or willful acts of the Lessee, or the Lessee's employees, agents, licenses or invitees. In addition, Lessee shall repair all injury caused by the installation or removal of furniture, fixtures or property permitted under this Lease to be removed from the Leased Premises. All such repairs shall be made in a good, workmanlike manner using high quality materials.

LESSOR'S AND LESSEE'S DUTIES TO REPAIR

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4.2 Lessor shall maintain the foundation, roof, plumbing, heating, ventilation and air conditioning systems ("HVAC") and structural integrity of the Leased Premises and shall make all such necessary repairs to the foundation, roof plumbing, HVAC and structural integrity of the Leased Premises, except that Lessee shall make those repairs occasioned by Lessee's negligent use of the Leased Premises.

LESSOR'S DUTY

4.3 Lessor shall construct, repair and maintain the Leased Premises so that the Premises will have:

(1) Effective waterproofing and weather protection of the contents of the Leased Premises by watertight roof, exterior walls, windows, and doors.

(2) Plumbing facilities that conform to applicable law, maintained in good working order.

(3) A water supply approved under applicable law that is under the control of Lessee, capable of producing hot and cold running water, or a system that is under the control of Lessor that produces hot and cold running water furnished to Lessee and connected to a sewage disposal system conforming to applicable law.

(4) Heating, ventilation and air conditioning facilities conforming to applicable law which are more than adequate to heat, ventilate and air condition the improvements on the Leased Premises, and are maintained in good-working order.

(5) Electrical lighting, with wiring and electrical equipment that conform to applicable law, maintained in good working order.

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(6) Building, grounds, and appurtenances in every part clean, sanitary, and free from all accumulations of debris, and all areas under control of Lessor kept in every part clean, sanitary, and free from all accumulations of debris.

(7) Floor, stairways, and railings maintained in good repair.

(8) Landscaping (all greenery, watering, and maintainance).

(9) Parking Lot (including painting, striping, paving, etc.)

Lessee's Right to Repair for Lessor or Vacate

4.4 (a) If after Lessee's notice to Lessor of repairs or maintenance which Lessor has a duty to undertake, Lessor neglects to make such repairs within thirty (30) days following written notice from Lessee, Lessee may make the repairs itself. In such a case, Lessee may deduct the expenses of the repairs from further payment of rent, terminate this Lease Agreement as of the date Lessee vacates the Premises and any rental shall be abated for the unexpired term of this Lease.

(b) For purposes of this Section 4.4, if Lessor make repairs at least fifteen (15) days following the date of Lessee's notice to Lessor, it will be presumed to have act in a reasonable time.

ARTICLE 5. UTILITIES

Utility Charges

5.1 Lessee shall pay all utility charges, including but not limited to, electricity and water, used in and about the Leased Premises during the term of this Lease, all such charges to be paid by Lessee directly to the utility company or municipality furnishing the same, before the same shall become delinquent.

ARTICLE 6. ALTERATIONS, ADDITIONS, AND IMPROVEMENTS

Consent of Lessor

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6.1 Lessee shall not make any alterations, additions, or improvements to the Leased Premises without the prior written consent of Lessor. Consent for nonstructural alterations, additions, or improvements shall not be unreasonably withheld by Lessor.

Property of Lessor

6.2 All alterations, additions, or improvements made by Lessee shall become the property of Lessor at the termination of this Lease. Lessor may, however, require that Lessee remove any or all alterations, additions, and improvements installed or made by Lessee, and any other property placed on the Premises by Lessee, upon termination of the Lease. In the event that Lessor requires Lessee to remove such alterations, additions, or improvements, Lessee shall repair any damage to the Premises caused by such removal.

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ARTICLE 7. SIGNS

Signs

7.1 Subject to the written approval of Lessor, and further subject to applicable laws, ordinances and regulations, Lessee shall have the right to install signs on the Leased Premises. Lessee must remove all signs at the termination of this Lease and repair any damage resulting from the erection or removal of the signs.

ARTICLE 8. MECHANIC'S LIEN

8.1 Lessee will not permit any mechanic's lien or liens to be placed upon the Leased Premises or improvements on the Premises, and if such lien is claimed as a result of the acts of Lessee, Lessee will promptly pay the lien. If default in payment of the lien continues for twenty (20) days after

written notice from Lessor, Lessor may, at its option, pay the lien or any portion of it without inquiry as to its validity. Any amounts paid by the Lessor to remove a mechanic's lien caused to be filed against the Premises or improvements on the Premises by Lessee, including expenses and interest, shall be due from Lessee to Lessor and shall be repaid to Lessor immediately on rendition of notice, together with interest at ten percent (10%) per annum until repaid.

ARTICLE 9. INSURANCE AND INDEMNITY

Property Insurance

9.1 Lessor shall, at its own expense, during the term of this Lease, keep all buildings and improvements on the Leased Premises insured against loss or damage by fire with extended coverage to include direct loss by windstorm, hail, explosion, riot, or riot attending a strike, civil commotion, aircraft, vehicles, and smoke, in the aggregate amounts of not less than the full fair insurable value of the buildings and improvements. The insurance is to be carried by one or more insurance companies licensed to do business in Texas and approved by Lessee. The policies shall provide that any proceeds for loss or damage to buildings or to improvements shall be payable solely to Lessor, which sum Lessor shall use for repair and restoration purposes as provided herein. Lessee shall maintain all insurance on Lessee's personal property located within the Leased Premises and Lessee covenants and agrees that Lessor shall have no responsibility for damage or destruction of Lessee's personal property located within the Leased Premises.

General Liability Insurance

9.2 **Lessor**. Lessor, at its own expense, shall provide and maintain in force during the term of this Lease, liability insurance with limits of at least Five Hundred Thousand Dollar ($500,000.00), naming Lessee as additional insured. Prior to occupancy of the Premises, Lessor shall

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provide Lessee with evidence of such insurance.

9.3 **Lessee**. Lessee, at its own expense, shall provide and maintain in force during the term of this Lease, liability insurance in the amounts deemed adequate by Lessee.

Remedy for Failure to Provide Insurance

9.4 Lessor shall furnish Lessee with the original of all insurance policies required by this Article. If Lessor does not provide such policies or proof of such insurance within ten (10) days of the execution of this Lease, or if Lessor allows any insurance required under this Article to lapse after receipt of notice of cancellation or of non-renewal, or if Lessor fails to deliver proof of insurance showing coverages to Lessee prior to the effective date of such insurance and the original insurance policy within thirty (30) days thereafter, such failure shall be a default of Lessor under this Lease; or Lessee may, but shall not be required, to take out such insurance and pay the premiums on the necessary insurance to comply with Lessor's obligations under the provisions of this Article. Lessor agrees to reimburse Lessee all amounts spent by Lessor to procure and maintain such insurance within fifteen (15) days after demand from Lessor. Failure to pay such amount when due shall be a default of Lessor under this Lease.

ARTICLE 10. DAMAGE OR DESTRUCTION OF PREMISES

Notice to Lessor

10.1 If the Leased Premises, or any structures or improvements on the Leased Premises, should be damaged or destroyed by fire, tornado, or other casualty, Lessee shall give immediate written notice of the damage or destruction to Lessor, including a description of the damage and, as far as known to Lessee, the cause of the damage.

10.2 If the building on the Leased Premises should be totally destroyed by fire, tornado, or other casualty, or if it should be so damaged that rebuilding is necessary, this Lease Agreement, at the

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option of the Lessee, shall terminate and rent shall be abated for the unexpired portion of this Lease, effective as of the date of said occurrence.

10.3 If the Leased Premises should be damaged by fire, tornado, or other casualty, but not to such an extent that rebuilding or repairs can reasonably be completed with thirty (30) working days from the date of the occurrence of the damage, this Lease shall not terminate, but Lessor shall, if the casualty has occurred prior to the final six (6) months of the lease term, at Lessor's sole cost and risk proceed forthwith to rebuild or repair the Leased Premises to substantially the condition in which they existed prior to such damage. If the casualty occurs during the final six (6) months of the lease term, Lessor shall not be required to rebuild or repair such damage. If the Leased Premises are to be rebuilt or repaired and are untenantable in whole or in part following such damage, the rent payable hereunder during the period in which they are untenantable shall be adjusted equitably. In the working days from the date of the occurrence of the damage, Lessee may at its option terminate this Lease by written notification at such time to Lessor, whereon all rights and obligations hereunder shall cease.

ARTICLE 11. CONDEMNATION

Total Condemnation

11.1 If during the term of this Lease all of the Leased Premises should be taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right of eminent domain, or should be sold to the condemning authority under threat of condemnation, the Lease shall terminate, and the rent shall be abated during the unexpired portion of this Lease, effective as of the date of the taking of the premises by the condemning authority.

Partial Condemnation

11.2 If less than all, but more than ten percent (10%) of the Leased Premises is taken for

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any public or quasi-public use under any governmental law, ordinance, or regulation, or by right of eminent domain, or should be sold to the condemning authority under threat of condemnation, Lessee may terminate the Lease by giving written notice to Lessor within thirty (30) days after possession of the condemned portion is taken by the entity exercising the power of condemnation.

If the Leased Premises are partially condemned and Lessee fails to exercise the option to terminate the Lease under this section, or if less than ten percent (10%) of the Leased Premises are condemned, this Lease shall not terminate, but Lessor may, at its sole expense, restore and reconstruct the building and other improvements situated on the Leased Premises to make them reasonably tenantable and suitable for the uses for which the Premises are Leased. The rent payable under Sections 2.1 of this Lease shall be decreased equitably during the period of such restoration or reconstruction.

Condemnation Award

11.3 Lessor and Lessee shall each be entitled to receive and retain such separate awards, and portions of lump sum awards, as may be allocated to their respective interest in any condemnation proceedings. The termination of this Lease shall not affect the rights of the respective parties to such awards.

ARTICLE 12. DEFAULT

Default by Lessee

12.1 If Lessee shall allow the rent to be in arrears more than ten (10) days after written notice of such delinquency, or shall remain in default under any other condition of this Lease for a period of fifteen (15) days after written notice from Lessor, Lessor may at its option, without notice to Lessee, terminate this Lease or, in the alternative, Lessor may re-enter and take possession of the Premises and remove all persons and property without being deemed guilty of any manner of trespass

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and re-let the Premises, or any part of the Premises, for all or any part of the remainder of the Lease term, to a party satisfactory to Lessor and at such monthly rental as Lessor may with reasonable diligence be able to secure. Should Lessor be unable to relet after reasonable efforts to do so, or should such monthly rental be less than the rental Lessee was obligated to pay under this Lease, or any renewal of this Lease, plus the expense of reletting, then Lessee shall pay the amount of such deficiency plus reasonable attorney's fees to Lessor.

Default by Lessor

12.2 If Lessor defaults in the performance of any terms, covenants, or conditions required to be performed by it under this Lease, in addition to other remedies afforded Lessee under this Lease or at law, Lessee may elect that: Upon Lessee's notice to Lessor of repairs or maintenance which Lessor has a duty to undertake, Lessor neglects to make such repairs within thirty (30) days following written notice from Lessee, Lessee may vacate the Premises, in which case it shall be discharged from further payment of rent, the performance of all other terms and conditions of this Lease, and this Lease shall terminate as of the date Lessee vacates the Premises and any rental shall be abated for the unexpired term of this Lease.

Cumulative Remedies

12.4 All rights and remedies of Lessor and Lessee under this Article shall be cumulative, and none shall exclude any other right or remedy provided by law or by any other provision of this Lease. All such rights and remedies may be exercised and enforced concurrently and whenever, and as often, as occasion for their exercise arises.

Waiver of Breach

12.5 A waiver by either Lessor or Lessee of a breach of this Lease by the other party does not constitute a continuing waiver or a waiver of any subsequent breach of the Lease.

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ARTICLE 13. ASSIGNMENT AND SUBLETTING

Assignment and Subletting by Lessee

13.1 Lessee may sublet, assign, encumber, or otherwise transfer this Lease, or any right or interest in this Lease or in the Leased Premises or the improvements on the Leased Premises, with the written consent of Lessor. If Lessee sublets, assigns, encumbers, or otherwise transfers its rights or interest in this Lease or in the Leased Premises or the improvements on the Leased Premises, other than as specified herein, without the written consent of Lessor, Lessor may, at its option, declare this Lease terminated and Lessee and Lessor shall have no further obligation to each other under this Lease. In the event Lessor consents in writing to an assignment, sublease or other transfer of all or any of Lessee's rights under this Lease, the assignee or sublessee, must assume all of Lessee's obligations under this Lease, and Lessee shall remain liable for every obligation under the Lease. Lessor's consent under this section will not be arbitrarily or unreasonably withheld.

Assignment by Lessor

13.2 Lessor may assign or transfer any or all of its interests under the terms of this Lease.

ARTICLE 14. MISCELLANEOUS

Notices and Addresses

14.1 All notices required under this Lease will be deemed delivered when deposited in certified or registered mail, addressed to the proper party, at the following addresses:

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Lessor:

Lessee:
County of Hidalgo
Attn: County Judge
1615 S. Closner, Suite J
Edinburg, Texas 78539

Either party may change the address to which notices are to be sent it by giving the other party written notice of the new address in the manner provided in this section.

Parties Bound

14.2 This Lease Agreement shall be binding upon, and inure to the benefit of, the parties to the Lease and their respective heirs, executors, administrators, legal representatives, successors and assigns when permitted by this Lease Agreement.

Texas Law to Apply

14.3 This Lease Agreement shall be construed under, and in accordance with, the laws of the State of Texas, and all obligations of the parties created by this Lease are performable in Hidalgo County, Texas.

Legal Construction

14.4 In case any one or more of the provisions contained in this Lease Agreement shall for any reason be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions of the Lease Agreement, and this Lease Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been included in the Lease Agreement.

Prior Agreements Superseded

14.5 This Lease Agreement constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this Lease Agreement.

Amendment

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14.6 No amendment, modification, or alteration of the terms of this Lease Agreement shall be binding unless it is in writing, dated subsequent to the date of this Lease Agreement, and duly executed by the parties to this Lease Agreement.

Rights and Remedies Cumulative

14.7 The rights and remedies provided by this Lease Agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive that party's right to use any or all other remedies. The rights and remedies provided in this Lease are in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

Attorneys' Fees and Costs

14.8 If, as a result of a breach of this Lease Agreement by either party, the other party employs an attorney or attorneys to enforce its rights under this Lease, then the breaching or defaulting party agrees to pay the other party the reasonable attorneys' fees and costs incurred to enforce the Lease.

Force Majeure

14.9 Neither Lessor nor Lessee shall be required to perform any term, condition, or covenant in this Lease so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods, and any other cause not reasonably within the control of Lessor or Lessee and which by the exercise of due diligence Lessor or Lessee is unable, wholly or in part, to prevent or overcome.

Real Estate Commission and Finder's Fees

14.10 Neither Lessor nor Lessee has entered into any real estate commission or finder's fee agreements with any broker, agent or finder in respect of this transaction, and Lessor and Lessee each agree to indemnify and hold harmless the other from and against any and all claims, losses, damages, costs or expenses of any kind, or arrangement or understanding alleged to have been made by the indemnifying party or on its behalf with any broker, salesman or finder in connection with this Lease

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or the transactions contemplated hereby.

Estoppel Information

14.11 Lessee shall, at the request of Lessor, provide any and all information with respect to this Lease to any person designated by Lessor.

Time of Essence

14.12 Time is of the essence of this Lease Agreement.

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THE UNDERSIGNED Lessor and Lessee execute this Lease Agreement on the_____ day of _____, 2011.

HIDALGO COUNTY

_____ By:_____
Ramon Garcia, County Judge

APPROVED AS TO FORM: **ATTEST:**
Atlas & Hall, L.L.P.

_____ _____
Stephen L. Crain Arturo Guajardo Jr., County Clerk

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Bid No: 2011-145-07-20-MEG	Buyer: ELENA GOMEZ	Tel. No: (956) 318-2626

REQUEST FOR BIDS

Hidalgo County Community Services Agency
Edinburg, Texas

"Lease Office Space in Edinburg"
RFB No.: 2011-145-07-20-MEG

Date of Bid Opening:
JULY 20, 2011

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
100 E. Cano, 4th Floor - Administration Building
Edinburg, Texas 78539

1. Sealed bids will be received for **"Lease Office Space in Edinburg"** in accordance with the specifications attached hereto as Exhibit "A." 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 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 NO.: 2011-145-07-20-MEG - "Lease Office Space in Edinburg"** and in County's Purchasing Department, 2802 S. Business Hwy 281, Edinburg, Texas, **on or before 9:30 a.m., WEDNESDAY JULY 20, 2011. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY BID 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 2011-145-07-20-MEG "Lease Office Space in Edinburg"** Hidalgo County reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to Hidalgo County.

3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so.

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.
7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Costs are to be net F.O.B., County Prepaid.

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

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

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security card 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, CPPB, Purchasing Agent before delivery will be accepted.

- If you need additional information call the office listed below:

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

16. 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 -**"Lease Office Space in Edinburg"** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
  e) Contract number must be indicated

- Discount payments will be considered when offered.

- Contact person for Billing and Payment questions:

Hidalgo County-Community Services Agency
Marivel Narravo
P.O. Box 204
2524 N. Closner
Edinburg, Texas78539
(956)383-6250 ext: 12

17. Schedule of Events

Bid Opening, 9:30 AM	**JULY 20, 2011**
Award of Contract	_____, 2011
Commence Work or Deliver Products	_____, 2011

18. Bid or Performance Bond and Debarment Certification; Payment Under Contract:

- If the contract proposed is for the construction of public works or is for a contract for goods 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 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 45CFR76.

- 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 therefor pending before any department or agency of the County.

- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. Disclosure of Conflict of Interest:

- Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contract or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful Proposer fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

  Please submit complete CIQ forms to the Hidalgo County Clerk's Office located at 100 No. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE Proposer.**

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

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

23. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

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

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

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

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

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

27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any of the 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 or 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 – COMMUNITY SERVICE AGENCY
"Lease Office Space in Edinburg"
Bid No: 2011-145-07-20-MEG

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Business Hwy 281- 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:_____

AI-27083 **7.E.**

Fuel Card Request

CC CONSENT

Date:	06/21/2011
Submitted By:	Ovidio Gonzalez, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department

Information

CAPTION

Approval for Comdata Corporation/Transmontaigne Product Services, Inc. to add additional fuel card(s) and/or driver(s) for the Hidalgo County Community Supervision and Corrections Department (Adult Probation).

BACKGROUND

Fiscal Impact

FISCAL YEAR: ACCT. #: 1-1297-423-00-320-002-1-626

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

BUDGETARY IMPACT:

Funds available as of 6/16/11 $1,981.47.

Attachments

Link: back up

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	06/15/2011 11:39 AM	APRV
2	Budget & Management	Erika Zamora	06/15/2011 11:49 AM	APRV
3	Erika Zamora	Erika Zamora	06/16/2011 11:38 AM	APRV
4	Auditor's Office	Arcilia Duran	06/16/2011 03:36 PM	APRV
5	Budget & Management	Erika Zamora	06/16/2011 04:18 PM	APRV

Form Started By: Ovidio Gonzalez Started On: 06/14/2011 10:21 AM

Final Approval Date: 06/16/2011

FUEL CREDIT CARD REQUEST FORM

Purpose: This form will be used by Hidalgo County Purchasing Department to request a fuel card for County business use only. The Requestor must be authorized to sign for the billing account number provided by the department.

☐ **Add Vehicle Card** ☒ **Add Driver Pin** ☐ **Delete/ Cancel Card** ☐ **Delete/Cancel Driver**

Department:	ADULT PROBATION
Billing Address:	P O BOX 970 EDINBURG TEXAS 78540
Fuel Card Manager:	DIANA SOLIS
	This person can not have use of the fuel card
Phone Number:	956-587-6008 **County Email** Diana.solis@hidalgocountycscd.org
Web user Name:	**Password:**
Hidalgo Co Acct Number:	1-1297-423-00-320-002-1-626
Requested By:	Arnold K Patrick - Director
	Sign & Print Elected/Official Supervisor/Director

On behalf of my department, I hereby request fuel cards for the following department vehicles. I understand that there will be one fuel card per requested vehicle. I understand that each card is to be used for the purpose of obtaining fuel for the designated Hidalgo County vehicle for which the card is issued.

For Purchasing Department Use Only

Approved by Commissioners Court On: _____

Reviewed by Fuel Card Administrator: _____

Cards Received by Dept on: _____ Date Returned/Cancelled: _____

Fuel Cards Received by Department: _____

Sign & Print Authorized Elected Official/Supervisor/Director

Vehicle Plate No (N/A = Non-vehicle)	**Description** *(Vehicle or Non-vehicle Equip.)*	**VIN Number** (N/A = Non-vehicle)	*Purchasing Dept. Use Only* **Card Number**

List all names of drivers who will fuel a Hidalgo County vehicle. Drivers who have not submitted their driver's information to Department of Budget Management Safety Division (DBM) will not be allowed a Pin number to fuel up. All Drivers must submit all proper documentation requested by DBM before driving a Hidalgo County vehicle.

User Name	**DOB**	**User ID** *(6 digits)*	*DBM Use Only* **License Verification**	*Purchasing Dept. Use Only* **Training Date & Signed Fuel Policy**
FELIPA TORRES	8/9/1967	095591		

AI-27082 **7.F.**

Invoice Payment-Guzman & Munoz Engineering (C-11-111-04-19)-Inv#4637
CC CONSENT

Date:	06/21/2011
Submitted By:	Vangie Garcia, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department

Information

CAPTION

Acceptance and approval of request for payment of Invoice #4637 in the amount of $25,890.00 with Guzman & Munoz Engineering and Surveying, Inc. with Contract #C-11-111-04-19-PO#657601 under Work Authorization #1 for the provision of Engineering, Topography Surveying and Engineering Drainage Services for Hidalgo County Precinct #1.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1342-431-00-121-085-0-73X

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

BUDGETARY IMPACT:

PO #657601 for Guzman & Munoz Engineering & Surveying in relation to Mile 17N (FM 88-FM 1015) road project.

Obj. 731 "Roads" - Amount available as of 6-15-11 $55,900.00
Obj. 733 "Drainage Ditches" - Amount available as of 6-15-11 $8,000.00

Attachments

Link: INVOICE#4637

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	06/15/2011 11:36 AM	APRV
2	Budget & Management	Erika Zamora	06/15/2011 11:48 AM	APRV
3	Ivan Cantu	Ivan Cantu	06/15/2011 03:22 PM	APRV
4	Auditor's Office	Angela Garcia	06/17/2011 10:40 AM	APRV

Form Started By: Vangie Garcia Started On: 06/14/2011 10:11 AM

Final Approval Date: 06/17/2011

Evangelina Garcia

From: Noe Montez [noe.montez@co.hidalgo.tx.us]
Sent: Tuesday, June 14, 2011 8:45 AM
To: evangelina.garcia@co.hidalgo.tx.us
Subject: Emailing: Guzman & Munoz Inv #4637 po 657601
Attachments: Guzman & Munoz Inv #4637 po 657601.pdf

Please place the following inv #4637 on the next CC meeting for approval for payment

thanks
Your message is ready to be sent with the following file or link
attachments:

Guzman & Munoz Inv #4637 po 657601

Note: To protect against computer viruses, e-mail programs may prevent sending or receiving certain types of file attachments. Check your e-mail security settings to determine how attachments are handled.

Guzman & Muñoz Engineering & Surveying, Inc.
2020 E. Expressway 83
Mercedes, Texas 78570
956-565-4637
Fax 956-565-4636

INVOICE

INVOICE #4637
DATE: 6/7/2011

BIII TO:
Hidalgo County Pct 1
1902 Joe Stephens Ave.
Weslaco, Texas 78596

FOR:
Paving and Drainage Improvement to Mile 17 North Road,
From FM3071 (Mile 4 West) to FM 1015 (Mile 3 West)
Contract No. C-11-111-04-19
Work Order # 1-Purchase Order # 657601
$63,900.00

DESCRIPTION	CONTRACT AMOUNT	PREVIOUS APPLICATIONS	CURRENT COMPLETED	TOTAL COMPLETED	% COMPLETE	BALANCE TO FINISH
Engineering Design	$22,300.00	$0	$ 6,690.00	$ 6,690.00	30%	$15,610.00
Construction Phase Services/ Daily Inspection	$14,400.00	$0	$0	$0	0	$14,400.00
Topography Surveying	$19,200.00	$0	$19,200.00	$19,200.00	100%	$0.00
Engineering Drainage	$ 8,000.00	$0	$0	$0		$ 8,000.00
Totals	$63,900.00	$0	$25,890.00	$25,890.00		$38,010.00

Project Manager's Signature

ORGINAL CONTRACT SUM	**$63,900.00**
CHANGE BY CHANGE ORDER	$0.00
CONTRACT SUM TO DATE	$63,900.00
TOTAL COMPLETE TO DATE	$25,890.00
LESS PREVIOUS INVOICES	$0.00
CURRENT PAYMENT DUE	**$25,890.00**

1-1342-431-00-121-085-0-731
PO #657601

NT

AI-27076 **7.G.**

Reject Bid & Re-advertise-Printing & Mailing of 2011 Tax Statements, Tax Rolls & Envelopes

CC CONSENT

Date:	06/21/2011
Submitted By:	Sandra Montalvo, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department

Information

CAPTION

Tax Assessor/Collector's Office
1. Requesting approval of reject bids received (so as to modify specifications) for "Hidalgo County Tax/Assessor-Printing & Mailing of 2011 Tax Statements, Tax Rolls and Envelopes" Bid No.: 2011-131-06-08-SMA;
2. Requesting authority to re-advertise and approval of modified procurement packet (i.e. specifications, Legal Notice, Draft Service Contract) for Hidalgo County Tax/Assessor-Printing & Mailing of 2011 Tax Statements, Tax Rolls and Envelopes" Bid No.: 2011-131A-07-13-SMA.

BACKGROUND

Proposed Schedule of Events:
1st Advertisement: June 25, 2011
2nd Advertisement: July 02, 2011
Bid Opening Date: July 13, 2011

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-415-15-140-001-0-350
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:
Available funds as of 6/16/11 are $34,567.52.

FISCAL YEAR: 2011 ACCT. #: 1-1100-415-15-140-001-0-540
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:
Available funds as of 6/16/11 are $1,555.10.

Attachments

Link: Memo to Reject & Approval of Modified Specs
Link: Specifications
Link: Legal Notice

Link: Draft Contract

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	06/15/2011 11:34 AM	APRV
2	Budget & Management	Erika Zamora	06/15/2011 11:45 AM	APRV
3	Perla Lopez	Perla Lopez	06/16/2011 03:36 PM	APRV
4	Auditor's Office	Arcilia Duran	06/16/2011 04:53 PM	APRV
5	Purchasing Department	Marty Salazar	06/16/2011 05:05 PM	APRV

Form Started By: Sandra Montalvo Started On: 06/13/2011 04:53 PM

Final Approval Date: 06/16/2011

Hidalgo County Purchasing Office
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

MEMORANDUM

TO: **Armando Barrera, Jr., RTA**
Hidalgo County Tax Assessor/Collector

RECEIVED
JUN 09 2011
BY 9:40 am

ATTN: Edgar Jaramillo via email: edgar.jaramillo@taxoffice.co.hidalgo.tx.us
Mary Garcia via email: mary.garcia@taxoffice.co.hidalgo.tx.us

FROM: Sandra Montalvo, Buyer II
Hidalgo County Purchasing Department

DATE: June 8, 2011

RE: ***BID AWARD CONCURRENCE REQUEST*: – Hidalgo County Tax Assessor/Collector "Printing and Mailing of 2011 Tax Statements, Tax Rolls and Envelopes" Bid No. 2011-131-06-08-SMA**

We have received ONE (1) response for the above mentioned project. Enclosed you will find a copy of the tabulation sheet along with a copy of bid response for your review and recommendation.

Please return your recommendation by no later than **Monday, June 13, 2011** **in order to place this item on the agenda for next Commissioners Court Meeting, Tuesday, June 21 or 28, 2011.**

Should you have any questions or require further information please do not hesitate to call me at 318-2626- ext. 4865. Thank you for your attention and cooperation to this matter.

COMMENTS/CONCERNS: Rejected, due to new Update, Amendment to Exhibit "A" line 4, Will Redo Specifications We will open a Permit at our local Post Office & stmts need to be mailed from the Edinburg Tx, Post Office.

Budget Acct No.: _____

Paul Villarreal Jr. | Paul Villarreal Jr. | HCTO | 6-9-11

AUTHORIZED SIGNATURE | **PRINTED NAME** | **DEPARTMENT** | **DATE**

Enclosures

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 Modified Specifications)

TO: **Armando Barrera, Jr., RTA**
Hidalgo County Tax Assessor/Collector

ATTN: Edgar Jaramillo via email: edgar.jaramillo@taxoffice.co.hidalgo.tx.us
Mary Garcia via email: mary.garcia@taxoffice.co.hidalgo.tx.us

FROM: Sandra Montalvo, Buyer II
Hidalgo County Purchasing Department

DATE: June 14, 2011

RE: **Approval or Disapproval of Revised Specifications for: – Hidalgo County Tax Assessor/Collector "Printing and Mailing of 2011 Tax Statements, Tax Rolls and Envelopes" Bid No. 2011-131A-00-00-SMA**

Please review the following **MODIFIED SPECIFICATIONS** and verify if all requirements are met 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# 4865.

APPROVE	☑	DISAPPROVE	☐
APPROVE WITH MODIFICATIONS	☐		

Funds Availability: ✓ YES / _____ NO/_____

Other (Specify) Advertisement Obj code: 1-1100-415-15-140-001-0-540

Budget Account No.: 1-1100-415-15-140-001-0-350 (Tax Statements)

Pablo (Paul) Villarreal Jr. Pablo (Paul) Villarreal Jr. HCTO 6-14-11

SIGNATURE PRINTED NAME DEPARTMENT DATE

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 292-7612 or e-mail: sandra.montalvo@co.hidalgo.tx.us by no later than Tuesday JUNE 14, 2011 @ 10:00 A.M.

Enclosures

EXHIBIT "A"

SPECIFICATIONS/REQUIREMENTS

Hidalgo County Tax Assessor/Collector

"***Printing and Mailing of 2011 Tax Statements- Tax Rolls and Envelopes***"

BID NO: 2011-131A-00-00-SMA

Hidalgo County Tax Assessor/Collector's office is currently soliciting to contract a qualified vendor that meets and/or exceeds all specification/requirements, terms and conditions for "***Printing and Mailing of 2011 Tax Statements- Tax Rolls and Envelopes"*** on the following items:

Item I: --------Approximately 360,000 1-Part Laser Printed Tax Statements
Item II: -------Approximately 50,000 Double-Sided Laser Printed Tax Rolls Pages
Item III: ------Folding, Inserting, Presorting, & Mailing of Tax Statements, (Item I).
Item IV: ------Envelopes required for mailing, (Item I).

All bids must be in writing and mailed or delivered to: **Martha L. Salazar, Hidalgo County Purchasing Agent, 2812 S. Bus. Hwy. 281, Edinburg, Texas 78540**. Only Bids that include the three (3) items will be considered. Bids should be in a cost per piece format based on the number of items listed above.

ITEM I. TAX STATEMENT

1) Size: 8 1/2" x 14" printed on two-sides**.(**3 inches from bottom is the perforation)
2) Perforated for return payment stub (horizontal).
3) Laser printed Tax Statements on 20 lb. **must** be printed in **light blue** color paper in black ink.
4) Statement must be designed for the collection of taxes printed on two-sides for multiple entities.
5) Statement must be designed to be mailed in a special window envelope designed by the Tax Office.
6) Printing on statement must conform to all U.S. Postal Service regulations for Automation Mailing Discounts.
7) Provide (Delivery Point Barcode) on Statement Address to comply with U.S. Postal Service regulations.
8) All tax information for the statements must be extracted from removable storage media provided by Hidalgo County, **External HD** and **DVD's.**
9) Print selected information in **Delivery Bar Code**/**OCR** in compliance with Tax Office and ACT, (Automated Collections Technology, Inc.) software requirements.
10) Print selected messages in English and Spanish.
11) Printed in zip code order and alphabetical order within the zip code.
12) Need PDF files of statements broken down by 4GB DVD's. The PDF files need to be full text searchable and the file name to be the account number. (i.e. A1000-00-000-0000-00 pdf)

ITEM II. TAX ROLLS

1) Laser printed on #24 white paper.
2) Printed on 8 ½" x 11" loose sheets, **(Do Not Bind).**
3) All information for tax roll must be extracted from removable storage media provided by the Hidalgo County Tax Office. (External HD, DVD's, or FTP Delivery).
4) Tax roll must be printed(PDF file will be provided) as specified by Tax Office(double-sided Tax Rolls)
5) **Need PDF files of tax rolls broken down by 4GB, DVD's. The PDF files need to be full text searchable.**

ITEM- III. FOLDING, INSERTING, SORTING, AND MAILING TAX STATEMENTS

1) Statements must be folded and inserted into a special window envelope, so that name and address and Delivery Point Barcode are visible and in compliance with U. S. Postal Service specifications for automated processing.
2) Statement(s) and a #9 return envelope will be inserted into a #10 special window envelope.
3) Statements must be sorted and packaged in a manner that will minimize the cost of mailing. Sort statements in singles, doubles, triples or more to take advantage of Post Office discounts. All statements with the same owner and address must be consolidated and mailed in a single envelope or package. Mail must be pre-sorted in a manner to take advantage of all discounts offered by the U.S. Postal Service.

ITEM IV. ENVELOPES REQUIRED FOR MAILING ON (ITEM I)

1) Return Envelopes #9. (Approximately 280,000) (sample enclosed)
2) Special Window Envelopes #10- Permit 44 (Approximately 300,000) (sample enclosed)
3) Brown Kraft Wove Booklet Envelopes #28. (Approximately 1,500) (sample enclosed)
4) White Wove Window Booklet Envelopes #28. (Approximately 10,000) (sample enclosed)

PRINTING INSTRUCTIONS:

TAX STATEMENTS		File	Printed Copies	PDF Image Copy
1)	Non Mortgage accounts (Zip, Alpha)	1	1	1
2)	Mortgage accounts (Zip, Alpha) Customer Copy	1	1	1
3)	Mortgage accounts (Mort, X-Ref) Tax Office	1	1	1

To Be Mailed by Tax Office (Approx. 30,000 Mortgage Accounts)

TAX ROLLS-(Includes the following Entities**)**

REAL PROPERTY TAX ROLL (X-REF)	PERSONAL PROPERTY (X-REF)		MINERAL (X-REF)
GHD- ACT#1	DR1-ACT#2	FD1-ACT#3	FD2-ACT#4
FD3-ACT#5	FD4-ACT#6	WSRG-ACT#7	CAN-ACT#21
CES- ACT #23	CED-ACT #24	CGR- ACT #25	CLV-ACT #26
CPM-ACT#27	CMC-ACT#28	CMS-ACT#32	CPR-ACT#33
CPN-ACT#34	CLJ-ACT#35	CPO-ACT#36	CSJ-ACT#37
CSV-ACT#39	CWL-ACT#40	SEB-ACT#41	SEE-ACT#42
SPA-ACT#43	SLV-ACT#44	SMA-ACT#45	SMC-ACT#46
SML-ACT#47	SMS-ACT#48	SLJ-ACT#49	SPR-ACT#50
SSL-ACT#51	SVV-ACT#52	SWL-ACT#53	SST-ACT#54
JCC-ACT#55	SDN-ACT#56		

4) Upon completion of above mentioned processes, Tax Office personnel will inspect the statements (original samples) and with authorization from **Mr. Armando Barrera, Jr. Tax Assessor-Collector,** must be obtained in order to release the statements for mailing. Tax Rolls will be delivered to 2804 S. US Hwy. 281, Edinburg, Texas.

SPECIFICATIONS/REQUIREMENTS, TERMS AND CONDITIONS

1) Two weeks or less turnaround from the **date** of receipt of HD or FTP Text files. May **be extended if delay is caused by the Hidalgo County Tax Office or for good cause, to be determined by Hidalgo County Tax Assessor-Collector.**

2) The awarded vendor(s) must provide samples of (the actual perforated original sample) proposed items for approval prior to printing and mailing.

3) Bid amount must include materials, conversion of data, delivery and all other related costs.

4) Postage will be the responsibility of Hidalgo County Tax Office (Permit No. 44, Edinburg Texas Post Office).

5) A sample of the Tax Statement, Tax Roll, Return Envelope, and the Window Envelopes is provided for your review.

6) Hidalgo County reserves the right to accept or reject all or any part of all bids, to waive all technicalities and to accept the lowest responsive responsible bid.

7) Hidalgo County may seek purchases/service from state awarded vendors or any other cooperative purchasing programs, whenever it is in the best interest to do so.

8) Vendor(s) agrees that to the extent an item is unavailable from Vendor(s) own inventory, vendor(s) will be responsible for locating an alternative supplier and for providing the product to County for the bid price.

9) After bid is awarded and successful awarded contractor defaults in meeting the general instructions to bidders(s) and/or in complying with the contract agreement, Hidalgo County reserves the right to seek the services of the next lowest bidder(s). In such event, Hidalgo County shall charge the successful bidder the difference for any additional cost to the County.

10) All costs and expenses associated with the preparation and submission of (bid, proposals and / or quotes) shall be responsibility of the bidder and no reimbursements for such charges or expenses shall be passed on to HIDALGO COUNTY.

11) HIDALGO COUNTY reserves the right to reject any or all bids submitted, if it is in the best interest to do so.

12) Hidalgo County reserves the right to award to MULTIPLE vendors if the County determines it is in its best interest to do so.

13) Any contract awarded to a successful bidder will be in effect until;
    a) The contract expires
    b) Delivery acceptance of products and/or performance of services ordered, or
    c) Terminated by County with thirty (30) days written notice prior to be cancelled.

14) Bidder(s) commitment to print and deliver mail out of tax statement no later than **November 1, 2011.**

15) In the event, the final printed statements do not meet the specifications of the final accepted proof by Hidalgo County Tax Office representative, the awarded vendor will be responsible for any additional fees which may have been incurred by Hidalgo County.

16) Vendor must provide at least two (2) references with other governmental clients located in the State of Texas such as; cities, counties, etc.

17) Vendor shall have at least one (1) office located in the State of Texas.

18) A Performance bond in the full amount of the quoted amount will be required from the firm that is awarded the contract to guarantee compliance as to specifications and delivery date.

19) Insurance requirements for this project to be maintained throughout the contract term (Refer to limits on the Exhibit "C" for limits).

20) **PRE-BID CONFERENCE will be held on Wednesday, JULY 06, 2011 @ 2:00 p.m. at the Hidalgo County Purchasing Department (Conference Room), at 2802 S. Business Hwy. 281-New Administration Bldg, Edinburg, Texas . We encourage all interested vendor(s) to attend.**

ADDITIONAL INFORMATION:

Hidalgo County is requesting that any and all questions, inquires and clarifications regarding quotes, bids, proposals or statements of qualifications be addressed to Martha L. Salazar, CPPB, Purchasing Agent, 2812 South Business Hwy. 281, Edinburg, Tx 78539

ALL WRITTEN INQUIRIES WILL BE ACCEPTED via facsimile (956)292-7612 or via e-mail sandra.montalvo@co.hidalgo.tx.us by no LATER THAN, Wednesday, July 06,2011 by 5:00 p.m. Responses to said inquiries will be sent to all applicants via facsimile by no later than Friday, July 08, 2011, by 5:00 p.m. Telephone Inquiries WILL NOT be accepted.

Bid No: 2011-131A-07-13-SMA	Buyer: Sandra Montalvo	Tel. No: (956) 318-2626

REQUEST FOR BIDS

HIDALGO COUNTY TAX ASSESSOR/COLLECTOR OFFICE

"Printing and Mailing of 2011 Tax Statements-Tax Rolls and Envelopes"

BID OPENING DATE: July 13, 2011

Contact Person:

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

1. Sealed bids will be received for **"HIDALGO COUNTY TAX ASSESSOR/COLLECTOR OFFICE-"Printing and Mailing of 2011 Tax Statements, Tax Rolls and Envelopes"** 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-2011-131A-07-13-SMA- HIDALGO COUNTY TAX ASSESSOR/COLLECTOR OFFICE-"Printing and Mailing of 2011 Tax Statements, Tax Rolls and Envelopes"** in County's Purchasing Department, 2802 S. Business Hwy 281, New Administration Building, Edinburg, Texas, **on or before 9:30 a.m., WEDNESDAY, JULY 13, 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-2011-131A-07-13-SMA-HIDALGO COUNTY TAX ASSESSOR/COLLECTOR OFFICE-"Printing and Mailing of 2011 Tax Statements, Tax Rolls and Envelopes"

   Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County.

3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.
7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Costs are to be net F.O.B., County Prepaid.

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

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

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy o their Federal ID Number Certificate.

15. **DELIVERY INSTRUCTIONS:**

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

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 and Contract Number (if any)
  e) Notation **"HIDALGO COUNTY TAX ASSESSOR/COLLECTOR OFFICE- "Printing and Mailing of 2011 Tax Statements- Tax Rolls and Envelopes"** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
- Discount payments will be considered when offered.

- Contact person for Billing and Payment questions:

Hidalgo County Auditor's Office
Ray Eufracio, County Auditor
2808 S. Business Hwy. 281
Edinburg, Texas 78539

17. **SCHEDULE OF EVENTS**

Bid Opening, 9:30 AM	**JULY 13, 2011**
Award of Contract	_____ 2011
Commence Work or Deliver Products	_____, 2011

18. **BID OR PERFORMANCE BOND AND DEBARMENT CERTIFICATION; PAYMENT UNDER CONTRACT:**

- If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

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

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

- If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

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

19. **ETHICAL STANDARDS:**

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

employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

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

20. **DISCLOSURE OF CONFLICT OF INTEREST**

- Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.

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

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

23. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

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

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

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

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

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

27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any 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 to the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for 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 TAX ASSESSOR/COLLECTOR OFFICE
"Printing and Mailing of 2011 Tax Statements, Tax Rolls and Envelopes"

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 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: _____

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-11-131A-00-00

THIS CONTRACT is made and entered into this___day of_____**, 2011** by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and___ a Texas Corporation. ("Company").

WHEREAS, Company responded to advertised notices for bids for "**Printing & Mailing of 2011 Tax Statements, Tax Rolls and Envelopes"** for **Hidalgo County Tax Assessor/Collector** (the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, and a copy of Request for Bid (RFB) Procurement Packet being attached hereto as Exhibits "A" (the "RFB") and Exhibit "B" respectively, and incorporated herein for all purposes (the "Bid Page"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications, the Commissioners Court of County awarded the bid to Company.

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

1. County and Company hereby agrees that this Contract is entered into in order to provide the Services to **Hidalgo County Tax Assessor/Collector**. 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

DRAFT

this Contract, and shall be obligated to render and provide the Services in accordance with the Specifications within **Hidalgo County** following a request for Services by the **Hidalgo County Tax Office or** his designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. The period of performance of company's services and the term of this contract shall be for a period of two weeks or less upon receipt of data tapes or FTP files from Tax Assessor/Collector. However, at the sole discretion of the Hidalgo County Tax Assessor/Collector the two weeks or less time frame may be extended if delay is caused by the Hidalgo County Tax Office, or for good cause, to be determined by the Hidalgo County Tax Assessor/Collector.

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

DRAFT

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:

DRAFT

If to County: Hidalgo County
Attn: County Judge
1615 S. Closner, Suite J
Edinburg, Texas 78539

If to Company: _____
_____
_____

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

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

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

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

17. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon sixty (60) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

DRAFT

WITNESS our hands in duplicate originals this_____ day of _____, 2011.

COUNTY OF HIDALGO

ATTEST:

By:_____
Ramon Garcia, County Judge

_____
Arturo Guajardo Jr., County Clerk

COMPANY:

By:_____

Printed Name:_____

Title:_____

APPROVED AS TO FORM:
Atlas & Hall, L.L.P.

By:_____

DRAFT

EXHIBIT "A"

SPECIFICATIONS

DRAFT

EXHIBIT "B"

BID PAGE

DRAFT

EXHIBIT "C"

CERTIFICATE OF INSURANCE

DRAFT

AI-27050 **7.H.**

Renewal/Extension:C-10-130-07-20-Tire Disposal-Hidalgo County

CC CONSENT

Date:	06/21/2011
Submitted By:	Vangie Garcia, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department

Information

CAPTION

Approval to exercise the option to renew the first year of the two (2)-one(1) year extensions for Contract #C-10-130-07-20-Tire Disposal-Hidalgo County with Texas Land Reclamation, LLC as stipulated and provided in the contract/specifications under the same rates, terms and conditions.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-432-00-121-001-0-421

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

BUDGETARY IMPACT:

$52,445.00 available funds as of 06/15/11.
$28,025.00 available funds in p.o.#650683 as of 06/15/11.
Cost for services varies depending on the no. of tires (per each) and or the no. of bales (bundle) to be disposed of.

FISCAL YEAR: 2011 ACCT. #: 1-1100-432-00-123-001-0-421

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

BUDGETARY IMPACT:

$113,038.50 available funds as of 06/15/11.
$30,290.00 available funds in p.o.# 650769 as of 06/15/11.
$28,025.00 available funds in p.o.#650683 as of 06/15/11.
Cost for services varies depending on the no. of tires (per each) and or the no. of bales (bundle) to be disposed of.

FISCAL YEAR: 2011 ACCT. #: 1-1100-432-00-124-001-0-421

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

BUDGETARY IMPACT:

$127,048.03 available funds as of 06/15/11.
$10,000.00 available funds in p.o. #658332 as of 06/15/11.
$6,000.00 available funds in p.o. #656754 as of 06/15/11.
$5,000.00 available funds in p.o. #652081 as of 06/15/11.
$28,025.00 available funds in p.o.#650683 as of 06/15/11.
Cost for services varies depending on the no. of tires (per each) and or the no. of bales (bundle) to be disposed of.

FISCAL YEAR: 2011 ACCT. #: 1-1100-432-00-122-001-0-421

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

BUDGETARY IMPACT:

$29,775.00 available funds as of 06/15/11.
$7,375.00 available funds in p.o.# 644649 as of 06/15/
$28,025.00 available funds in p.o.#650683 as of 06/15/11.
Cost for services varies depending on the no. of tires (per each) and or the no. of bales (bundle) to be disposed of.

Attachments

Link: CONTRACT DOCUMENTATION

Link: EXTENSION LETTER

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	06/09/2011 02:52 PM	APRV
2	Budget & Management	Erika Zamora	06/09/2011 03:02 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	06/15/2011 09:36 AM	APRV
4	Auditor's Office	Arcilia Duran	06/15/2011 04:14 PM	APRV

Form Started By: Vangie Garcia Started On: 06/09/2011 01:06 PM

Final Approval Date: 06/15/2011

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-10-130-07-20

THIS CONTRACT is made and entered into this **20th** Day of **July, 2010** by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and **Texas Land Reclamation, LLC.** ("Company").

WHEREAS, Company responded to advertised notices for bids for "**TIRE DISPOSAL**"; 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 "Services"); 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 **August 6, 2010** and ending on **August 5, 2011.** Hidalgo County at its sole discretion elect the option to extend the contract for two (2) one (1) 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, its contractors or subcontractors 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 or any of Company's contractors or subcontractors 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 its contractors or subcontractors 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, its contractors or subcontractors 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, its contractors or subcontractors under this Contract. Said indemnity shall cover any act or failure to act by the Company, its contractors, subcontractors, 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	**Texas Land Reclamation LLC** **P.O. Box 450692** **Laredo, Texas 78045**

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.

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

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

WITNESS our hands in duplicate originals this_____ day of _____, 2010.

COUNTY OF HIDALGO

By:_____
Rene A. Ramirez, County Judge

OSCAR CAZARES Pct 4

ATTEST:

Arturo Guajardo Jr., County Clerk

COMPANY: Texas Land Reclamation LLC

By:_____

Printed Name: Secundo R. De LaGarza

Title: Owner

APPROVED BY COMMISSIONES COURT: **July 20, 2010**

APPROVED AS TO FORM:
Atlas & Hall, L.L.P.

By:_____
Stephen L. Crain

EXHIBIT "A"
REQUEST FOR BIDS (RFB)
PROCURMENT PACKET

PURCHASING DEPARTMENT
County Of Hidalgo

May 03, 2010

_____

_____

_____

Re: **HIDALGO COUNTY**
Request for Bids -**"TIRE DISPOSAL SERVICES"**
Bid No: 2010-130-05-19-SMA

Dear Gentleman/Ladies:

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

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

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

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/sma

Enclosures

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

PURCHASING DEPARTMENT
County Of Hidalgo

REQUEST FOR BID (RFB)
CHECKLIST
HIDALGO COUNTY
"TIRE DISPOSAL SERVICES"
Bid No: 2010-130-05-19-SMA

1. **Request for Bid Letter, consists of __1__ page.**

2. **Request for Bid, Legal Notice, consisting of__8__ pages.**
   (Page 8 must be submitted with bid)

3. **Exhibit "A" Specifications, consisting of __5__ pages.**

4. **Exhibit "B" Bid Page, consists of__1__ page.**
   (Must be submitted with bid)

5. **Exhibit "C" Insurance Requirements, consisting of __4__ pages.**
   (Must be submitted with bid)

6. **Exhibit "D" CIQ Conflict of Interest Questionnaire, consists of __1__page.**
   (Copy of receipt and this form must be submitted with bid)

7. **Vendor/Bidder Application and W-9 form, consisting of__6__ pages.**
   (Must be submitted with bid)

8. **Certification Regarding Debarment consists of __1__ page.**
   (Must be submitted with bid)

9. **Draft Service Contract, consisting of __8__ pages.**

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

Thank you.

Martha L. Salazar

Martha L. Salazar, CPPB
Purchasing Agent

May 03 2010
Date

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

REQUEST FOR BIDS

HIDALGO COUNTY
"TIRE DISPOSAL SERVICES"

BID OPENING DATE: MAY 19, 2010

Contact Person:

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

1. Sealed bids will be received for **"HIDALGO COUNTY –TIRE DISPOSAL SERVICES"** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2. **ONE (1) ORIGINAL AND THREE (3) COPIES** of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **"BID-2010-130-05-19-SMA- HIDALGO COUNTY- TIRE DISPOSAL SERVICES"** and in County's Purchasing Department, physical address: 2802 S. Business Hwy 281, mailing address 2812 S. Business 281 New Administration Building,, Edinburg, Texas, **on or before 9:30 a.m.,WEDNESDAY, MAY 19, 2010.**

   NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO "REQUEST FOR BIDS-2010-130-05-19-SMA-"HIDALGO COUNTY-TIRE DISPOSAL SERVICES".

   Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County

3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of

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

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Costs are to be net F.O.B., County Prepaid.

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

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

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy o their Federal ID Number Certificate.

15. **DELIVERY INSTRUCTIONS:**

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

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

16. **BILLING AND PAYMENT INSTRUCTIONS:**

- Invoices must include:
  a) Name and address of successful bidder
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)
  d) Notation - **"HIDALGO COUNTY-TIRE DISPOSAL SERVICES"** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

- Discount payments will be considered when offered.

- Contact person for Billing and Payment questions:

Hidalgo County Auditor's Office
2808 S. Bus. Hwy 281
Edinburg, Texas 78539
Attn: Elizabeth Cano
956-318-2511

17. **SCHEDULE OF EVENTS**

Bid Opening, 9:30 AM	**MAY 19, 2010**
Award of Contract	_____, 2010
Commence Work or Deliver Products	_____, 2010

18. **BID OR PERFORMANCE BOND AND DEBARMENT CERTIFICATION; PAYMENT UNDER CONTRACT:**

- If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

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

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

- If a contract is for the construction, alteration or repair of public buildings or public works,

the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

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

19. **ETHICAL STANDARDS:**

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. **DISCLOSURE OF CONFLICT OF INTEREST**

- Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse
COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.

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

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

23. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- **Possess and submit a Certificate of Account Status indicating bidder is in "Good Standing" with the Texas Comptroller of Public Accounts if such bidder is incorporated in the State of Texas. If the bidder is not incorporated with the Texas, the bidder must submit the appropriate evidence of filing with the Texas Secretary of State stating that the business is authorized to transact business in Texas.**
- 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. ***Vendors hereby assigns to purchaser any and all claims for overcharges associated with this contract which arises under the antitrust laws of the United States, 15 USCA, Section 1 et. seq., and which arise under the antitrust laws of the State of Texas, Bus. & Com. Code, Section 15.01, et. seq.***

30. 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.

31. 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
"TIRE DISPOSAL SERVICES"

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

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

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

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

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

(THIS PAGE MUST BE SUMITTED WITH BID

EXHIBIT "A"

SPECIFICATIONS/REQUIREMENTS

Hidalgo County

"Tire Disposal Services"

Bid No. 2010-130-05-19-SMA

The County of Hidalgo is seeking to enter into a tire disposal contract with a state-registered/approved facility. The Hidalgo County Purchasing Department will receive sealed bids for the provision of ***"Tires Disposal Service as*** specified herein. Bids will be accepted until **9:30 a.m., Wednesday, MAY 19, 2010. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.**

SCOPE OF WORK:

These specifications governs the pickup, removal, and disposition of waste tires (herein called removal services) on an as needed basis after a contract is in place, including, but not limited to, passenger car, truck, tractor, heavy machinery, and baled tires (herein called waste tires) accumulated at Hidalgo County's seven (7) locations identified in Attachment A.

GENERAL:

Vendor shall furnish all materials, equipment, and supplies necessary to execute the specified services.

VENDOR RESPONSIBILITY:

1) Vendor is fully responsible for the proper and legal transportation, storage, and disposal or recycling of any waste material taken into custody under this contract. Any recycling, reclamation, rejuvenation, disposition, or other use of material shall comply with all federal, state, and local laws, rules, regulations, ordinances, and pertinent policies. Special attention shall be given Texas statutes related to waste tire disposal, especially the Texas Solid Waste Disposal Act, Chapter 361, Texas Health Code and the Texas Natural Resource Conservation Commission (TNRCC) regulations regarding municipal solid waste management.

2) County stockpiles of material shall normally consist of waste tires. The vendor is responsible for removing and disposing/recycling of the waste tires only.

SIZES OF TIRES:

The following are the different sizes of off-road heavy machinery tires used by some of our precincts. The sizes of tires indicated herein are not all inclusive.

14.0 x 24 - 10 Ply	16.9 x 28 - 6 Ply
17.5 x 25 - 12 Ply	Baled Tires
1400 x 24 -10 Ply	Passenger/Light Truck Tires
20.5 x 25 - 12 Ply	Passenger/Light Truck Tires w/rims
19.5 x 24 - 10 Ply	Medium Truck & Bus/Trailer tires
25-5-25 - 10 Ply	Medium Truck & Bus/Trailer tires w/rims
18.4 x 28 - 12 Ply	Agriculture Tractor/Off Road Equip. Tires
16.9 x 24 - 10 Ply	Agriculture Tractor/Off Road Equip. w/rims

Vendor must contact the respective County departments to obtain all applicable tire sizes and ply information. **Vendor is to provide detailed Tire-Conversion Charts** to Purchasing Department, County Auditor's Office, and participating County departments to assist in calculating the number of tires being stockpiled and set up schedules to collect them. County may, at its discretion, periodically visit vendor location during normal business hours.

COMPETENCE OF VENDOR:

Vendor shall have and maintain, under its direct employment and supervision, the necessary organization and facilities to fulfill the services required by this contract. Vendor shall obtain and maintain any permits and licenses required for performance of services covered by this contract. (Note: TNRCC rules require scrap tire transporters to register operations.) Only persons trained in the performance of duties required by the services identified or necessary under this

contract shall be assigned to any project associated with this contract. Hidalgo County must receive prior notification of vendor's intent to subcontract these services. Prior Hidalgo County approval is required. Any subcontractor working under this contract shall comply with all terms and conditions of the contract as applicable, and the County shall be notified that a subcontractor is being utilized.

INSURANCE:

Prior to beginning any work under a contract, vendor shall have in-force at least the minimum insurance required by statute. Additionally, vendor shall produce evidence of insurance within 24 hours to any County department requesting such evidence that plans to use the services of this contract. Refer to Exhibit C for specific insurance requirements.

TERMS AND CONDITIONS OF SERVICE:

1) Removal services shall be on an Aas needed basis. The vendor shall be notified of the requirement for services by written purchase order or verbally with confirmation in writing by facsimile (FAX), by mail, or by electronic transmission. Any waste tires at County's seven (7) locations on the effective date of this contract shall be removed as a part of this contract as if the material were accumulated after the effective date of the contract. Vendor shall complete each service request within two (2) working days from the date of notification unless other arrangements are made with the County beforehand. All or part of a specific waste tire accumulation location may require removal services and will be at the direction of the County department. Each department will determine the minimum amount of tires they will accumulate (based on their storage capacity) before scheduling for pickup service. As an alternative and with prior approval of the County, the vendor may establish scheduled appointments to pick up material from locations shown in Attachment A of the Request For Bids (RFB) *and/or other sites as may be added during the contract period.* County representatives at each location may monitor contract performance. Local contract issues and all serious non-performance issues shall be referred to the Hidalgo County Purchasing Department.

2) Space permitting and with approval of the County, vendor may locate collection receptacles (i.e., roll-offs or trailers) for the accumulation of waste tires at a County facility or any other location approved by the County. No reimbursement shall occur for any vendor expense related to the installation, removal, maintenance, or use of such collection receptacles.

3) The amount of waste tires available for collection at any County department shall be counted by vendor's personnel and verified by department's designated employee(s). Copies of receipt tickets and manifests shall be submitted with a vendor's invoice for payment of services rendered. The name of the pick-up location and location address shall appear on all pick-up tickets and manifests. Each County location shall be billed separately.

4) Hidalgo County Precincts 1, 2 and 4 and Drainage District No. 1 will be scheduled for a **MINIMUM** of one (1) weekly pickup based on the following schedule. If additional trips are necessary, these will be scheduled for either Tuesdays or Thursdays. Precinct No. 3, and any other County departments requiring this service, will be scheduled on an as-needed basis. Any schedule changes must be approved by the respective County department(s).

    a) Mondays-Precinct No. 1
    b) Wednesdays-Precinct No. 2
    c) Fridays-Precinct No. 4
    d) Tuesdays and Thursdays-as needed-Precinct No. 3 and other County departments.

5) The following alternatives/options may assist in avoiding unnecessary trips to any one (1) particular site, or to request additional pickups.

    a) The department(s) may notify your office;
    b) Vendor may check with the respective department(s); or
    c) Vendor's driver(s) can verify the need during their route.

6) Term of the contract is for one (1) year period with County's option to extend the contract for an additional two (2) one (1) year under the same rates terms and conditions. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day Grace Period at the end of the contract term for unforeseen delays in award of new bid for next contract term.

7) Any contract awarded to a successful bidder will be in effect until;
(A) the contract expires,
(B) delivery and acceptance of products and/or performance of services ordered, or
(C) terminated by County with thirty days written notice prior to cancellation.

ESCALATION CLAUSE:

MARKET VOLATILITY AND UNIT PRICE ADJUSTMENTS:

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

1) **Requesting Price Adjustment**: Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.

   - A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.
   - The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
   - The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
   - No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
   - The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

2) **Price Reduction**: Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

3) **Timeframe for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

4) **Allowable Review Periods**: Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time.

The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

Dollar Limit to Price Changes: The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

ADDITIONAL INFORMATION:

Hidalgo County is also requesting that any and all questions, inquiries and clarifications regarding quotes, bids, proposals or statement of qualifications be addressed to Martha L. Salazar, Purchasing Agent, Attn: Sandra Montalvo at 2812 S. Business Hwy. 281 (New Administration Bldg), Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE OR EMAIL: sandra.montalvo@co.hidalgo.tx.us BY NO LATER THAN, Wednesday, MAY 12, 2010 by 5:00 p.m. Responses to said inquiries will be sent to all applicants via facsimile by no later than Friday, MAY 14, 2010 by 5:00 p.m.

EXHIBIT "A"

Hidalgo County
"Tire Disposal Services"
Bid No. 2010-130-05-19-SMA

Attachment A

Hidalgo County currently has a total of seven (7) Tire Collection sites. The following are the physical directions to said sites:

1) **PRECINCT NO. 1**:

   a) Mercedes - 3 miles South on Mile 1 East off Business 83.
   b) Sunrise Hill Park - 3 Miles East on Mile 11 North off F.M. 1015; 2 Mile North on Mile 12 West.
   c) Donna - 3 Miles South on F.M. 493 off Business 83; 2 Mile East on Mile 42 West.
   d) Monte Alto - .3 of a Mile East on Ash Street off F.M. 88.

2) **PRECINCT- NO. 2**:

   a) 1 Mile East of South Tower Rd. on El Gato Rd.

3) **PRECINCT –NO. 3**:

   a) Peñitas (Landfill) - 1 Mile South F.M. 1427 off Expwy. 83; 3 Mile West on Old Military Hwy.

4) **PRECINCT- NO. 4**:

   a) Edinburg - 3 North on North Doolittle Road off East Schunior Street.

EXHIBIT "B"

BID PAGE
Hidalgo County
'Tire Disposal Services"
Bid No. 2010-130-05-19-SMA

TIRE DISPOSAL FEE OR PAYMENT

TIRE SIZE & DESCRIPTION	FEE OR PAYMENT * AMOUNT
Passenger and Light Truck Tires up to 19.5 bead	
Truck Tires from 20" to 24.5" Bead	
Passenger Tires and Light Truck Tires	
Passenger Tires and Light Truck Tires w/rims	
Medium Truck & Bus/Trailer Tires	
Medium Truck & Bus/Trailer Tires w/rims	
Agriculture Tractor/ Off-Road Equip. Tires	
Agriculture Tractor/ Off-Road Equip. w/rims	
Baled Tires (Tire Bales)*	
Collection Receptacles (i.e. roll-offs or trailers)	

*NOTE: Service provider may offer to pay for tire bales process by Hidalgo County.

BIDDER'S/COMPANYNAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE _____

PHONE No. _____ FAX No. _____

SIGNATURE OF AUTHORIZED PERSON: _____

PRINTED NAME: _____ TITLE: _____

EMAIL ADDRESS: _____

EXHIBIT "C"

Insurance Requirements

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

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

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

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

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

Revised 10/01/08

ACORD CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
	INSURERS AFFORDING COVERAGE
INSURED	INSURER A:
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES

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

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

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

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER: _____ CANCELLATION
Hidalgo County **Attn: Purchasing Department** **2812 S Highway Bus. 281** **Edinburg, Texas 78539**	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL **30** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

SAMPLE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

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

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

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

Automobile Liability: $_____ General Liability: $_____

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

_____ _____.
Authorized Representative Date

Notice to Bidder:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

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

(THIS 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 — 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 05/23/2007

(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)

Form **W-9**
(Rev. November 2005)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶ ..... ☐ Exempt from backup withholding

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

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number
			–			–		

or

Employer identification number
			–					

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person ▶ Date ▶

Purpose of Form

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

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

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

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

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

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

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

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

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

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

• The U.S. grantor or other owner of a grantor trust and not the trust, and

• The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

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

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

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

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

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

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

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

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

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

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

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

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

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

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

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

Penalties

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

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

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

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

Specific Instructions

Name

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

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

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

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

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

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

Exempt From Backup Withholding

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

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

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

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

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

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

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

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

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

Part I. Taxpayer Identification Number (TIN)

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

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

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

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

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

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

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

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

Part II. Certification

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

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

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

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

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

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

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

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

What Name and Number To Give the Requester

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

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

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

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

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

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

Privacy Act Notice

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

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

Certification
Regarding Debarment, 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

OPENED
9:42am
5/19/2010
Witnessed

EXHIBIT "B"

BID PAGE
Hidalgo County
"Tire Disposal Services"
Bid No. 2010-130-05-19-SMA

TIRE DISPOSAL FEE OR PAYMENT

TIRE SIZE & DESCRIPTION	FEE OR PAYMENT * AMOUNT
Passenger and Light Truck Tires up to 19.5 bead	$.98 each
Truck Tires from 20" to 24.5" Bead	$3.98 each
Passenger Tires and Light Truck Tires	$.98 each
Passenger Tires and Light Truck Tires w/rims	$1.98 each
Medium Truck & Bus/Trailer Tires	$3.98 each
Medium Truck & Bus/Trailer Tires w/rims	$7.98 each
Agriculture Tractor/ Off-Road Equip. Tires	$17.00 each
Agriculture Tractor/ Off-Road Equip. w/rims	$24.00 each
Baled Tires (Tire Bales)*	See attached
Collection Receptacles (i.e. roll-offs or trailers)	See attached

*NOTE: Service provider may offer to pay for tire bales process by Hidalgo County.

BIDDER'S/COMPANYNAME: UTW Tire Collection Services

ADDRESS: P.O. Box 450692

CITY: Laredo STATE: Texas ZIP CODE 78045

PHONE No. 956-723-8484 FAX No. 956-723-9918

SIGNATURE OF AUTHORIZED PERSON: [signature]

PRINTED NAME: Servando De La Garza TITLE: owner

EMAIL ADDRESS: utwtire@gmail.com

Roll-off Containers



Prices when brought to UTW plant in Donna, TX

30 Yard Roll-off Container of Mixed Scrap Tires (any tire size, w/rim or without) $365.00

40 Yard Roll-off Container of Mixed Scrap Tires (any tire size, w/rim or without) $485.00

48' and 53' Scrap Tire Trailers



48' and 53' trailers can be dropped off at your location

48' Trailer load of Mixed Scrap Tires (any tire size, w/rim or without) $1175.00

53' Trailer load of Mixed Scrap Tires (any tire size, w/rim or without) $1300.00

2000 lb. Tire Bales



UTW Tire Collection Services will receive tire bales for a price of $79.00 each

EXHIBIT "C"
INSURANCE REQUIREMENTS

CERTIFICATE OF LIABILITY INSURANCE

OP ID ML UTWTI-1

DATE (MM/DD/YYYY) 07/20/10

PRODUCER
GSM Insurors
GSM Insurors Svcs of So Texas
P. O. Box 1478
Rockport TX 78381
Phone: 361-729-5414 Fax: 361-729-3817

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
Texas Land Reclamation LLC
DBA UTW Tire Collection Services
PO Box 450692
Laredo TX 78045-0016

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	Catlin Insurance Company	
INSURER B:	Texas Mutual Insurance Co	22945
INSURER C:		
INSURER D:		
INSURER E:		

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A		GENERAL LIABILITY					
		[X] COMMERCIAL GENERAL LIABILITY	4201200263	07/13/10	07/13/11	EACH OCCURRENCE	$ 1000000
		[ ] CLAIMS MADE [X] OCCUR				DAMAGE TO RENTED PREMISES (Ea occurence)	$ 100000
						MED EXP (Any one person)	$ 5000
						PERSONAL & ADV INJURY	$ 1000000
		GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE	$ 2000000
		[X] POLICY [ ] PRO-JECT [ ] LOC				PRODUCTS - COMP/OP AGG	$ 2000000
		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				AUTO ONLY - EA ACCIDENT	$
		[ ] ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS / UMBRELLA LIABILITY				EACH OCCURRENCE	$
		[ ] OCCUR [ ] CLAIMS MADE				AGGREGATE	$
		[ ] DEDUCTIBLE					$
		[ ] RETENTION $					$
							$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU-TORY LIMITS / OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] (Mandatory in NH)	Q001112674	07/13/10	07/13/11	E.L. EACH ACCIDENT	$ 1000000
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	$ 1000000
		OTHER				E.L. DISEASE - POLICY LIMIT	$ 1000000

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

Blanket Additional Insured, Waiver of Subrogation and 30 Day Notice of Cancellation (10 day NOC for non-payment) applies to General Liability policy subject to written contract. Blanket Waiver of Subrogation applies to Workers Compensation policy subject to written contract.

CERTIFICATE HOLDER

HIDAEDI

Hidalgo County
Attn: Purchsing Dept.
2812 S. Hwy Bus 281
Edinburg TX 78539

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

ACORD 25 (2009/01)

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CERTIFICATE OF LIABILITY INSURANCE

OP ID ML
UTWTI-1

DATE (MM/DD/YYYY): 07/13/10

PRODUCER
GSM Insurors
GSM Insurors Svcs of So Texas
P. O. Box 1478
Rockport TX 78381
Phone: 361-729-5414 Fax: 361-729-3817

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
UTW Tire Collection Services
Texas Land Reclamation,LLC dba
PO Box 450692
Laredo TX 78045-0016

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	Catlin Insurance Company	
INSURER B:	Texas Mutual Insurance Co	22945
INSURER C:		
INSURER D:		
INSURER E:		

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A		GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC	4201200263	07/13/10	07/13/11	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1000000 $ 100000 $ 5000 $ 1000000 $ 2000000 $ 2000000
		AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
		GARAGE LIABILITY [ ] ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
		EXCESS / UMBRELLA LIABILITY [ ] OCCUR [ ] CLAIMS MADE [ ] DEDUCTIBLE [ ] RETENTION $				EACH OCCURRENCE AGGREGATE	$ $
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	Q001112674	07/13/10	07/13/11	WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1000000 $ 1000000 $ 1000000
		OTHER					

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

Blanket Additional Insured, Waiver of Subrogation and 30 Day Notice of Cancellation (10 day NOC for non-payment) applies to General Liability policy subject to written contract. Blanket Waiver of Subrogation applies to Workers Compensation policy subject to written contract.

CERTIFICATE HOLDER

HIDAEDI

Hidalgo County
Attn: Purchsing Dept.
2812 S. Hwy Bus 281
Edinburg TX 78539

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

CERTIFICATE OF LIABILITY INSURANCE

OP ID ML
UTWTR-1

DATE (MM/DD/YYYY)
08/10/10

PRODUCER
GSM Insurors
GSM Insurors Svcs of So Texas
P. O. Box 1478
Rockport TX 78381
Phone: 361-729-5414 Fax: 361-729-3817

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:	Western World Insurance Co	
INSURER B:	Texas Mutual Insurance Co	22945
INSURER C:		
INSURER D:		
INSURER E:		

INSURED

UTW Transportation, LLC
P.O. Box 450496
Laredo TX 78045-0016

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A		GENERAL LIABILITY				EACH OCCURRENCE	$ 1000000
		X COMMERCIAL GENERAL LIABILITY	NPP8019571	08/10/10	08/10/11	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100000
		CLAIMS MADE X OCCUR				MED EXP (Any one person)	$ 5000
						PERSONAL & ADV INJURY	$ 1000000
		GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE	$ 2000000
		POLICY PRO-JECT LOC				PRODUCTS - COMP/OP AGG	$ Included
		AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	$
		ANY AUTO					
		ALL OWNED AUTOS				BODILY INJURY (Per person)	$
		SCHEDULED AUTOS					
		HIRED AUTOS				BODILY INJURY (Per accident)	$
		NON-OWNED AUTOS					
						PROPERTY DAMAGE (Per accident)	$
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS / UMBRELLA LIABILITY				EACH OCCURRENCE	$
		OCCUR CLAIMS MADE				AGGREGATE	$
							$
		DEDUCTIBLE					$
		RETENTION $					$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU-TORY LIMITS / OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH)	0001214838	08/10/10	08/10/11	E.L. EACH ACCIDENT	$ 1000000
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	$ 1000000
						E.L. DISEASE - POLICY LIMIT	$ 1000000
		OTHER					

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

Certificate holder is shown as additional insured with waiver of subrogation on general liability policy. Waiver of subrogation in favor of certificate holder on workers compensation policy.

CERTIFICATE HOLDER

HILDEDI

Hidalgo County
2812 S. Hwy Bus 281
Edinburg TX 78539

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 07/07/10

PRODUCER
PROGRESSIVE COMMERCIAL
P O BOX 94730
CLEVELAND OHIO 44101

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: PROGRESSIVE COUNTY MUTUAL INS CO — 29203
INSURER B:
INSURER C:
INSURER D:
INSURER E:

INSURED
UIW TRANSPORTATION LLC
P O BOX 450692
LAREDO TX 78045

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	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	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 $
	GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE $
	POLICY / PRO-JECT / LOC				PRODUCTS - COMP/OP AGG $
A	AUTOMOBILE LIABILITY	07516675-0	06/22/10	06/22/11	COMBINED SINGLE LIMIT (Ea accident) $1,000,000
	ANY AUTO				
	ALL OWNED AUTOS				BODILY INJURY (Per person) $
	X 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 AUTO ONLY: EA ACC $ / 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?				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
TEXAS LAND RECLAMATION LLC DBA: UIW TIRE COLLECTION SERVICES, IS ALSO LISTED AS AN ADDITIONAL INSURED ON THE POLICY

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

03 MACK 1M1AB06Y23W012624 99 VOLV VVD 4VG7DBRF6XN790738 92 TRL 1D71A5324NS791716
97 WABA TRL 1JJV452T8VLA29513 95 TRL 1JJV532Y3SL238137 95 TRL 1PNV482N5SC830615
99 TRL 1JJV532W4XL579505 NOT KNOWN 99 TRL 1JJV553W0XL579551 NOT KNOWN
93 TRL NOT KNOWN 1S12E9486PE356085

CERTIFICATE HOLDER
HIDALGO COUNTY
2812S BUSHWY 281
EDINBURG TX 78539

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
AUTHORIZED REPRESENTATIVE

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David Gerard Modisette, J.D.

Attorney at Law

June 17, 2007

To: Evangelina Garcia (Contract's Manager)
Hidalgo County
Evangelina.gacia@co.hidalgo.tx.us

RE: Texas Land Reclamation, LLC Bid for Tire Shreds

SENT VIA EMAIL

Dear Ms. Garcia,

My client, Texas Land Reclamation, LLC, has asked me to outline for you their corporate structure.

My client is one of three Limited Liability Companies owned and operated by the De La Garza's. This was done due to the growth and size of their business enterprise and to help control the risks of unforeseen liability issues.

Texas Land Reclamation, LLC owns the required land and permits necessary to operate a tire shredding and LRPUT business. Texas Land Reclamation, LLC shreds the tires, excavates the land, and properly disposes of the shreds into its landfill.

The transportation of the tires to my client's facility is handled by UTW Transportation, LLC. This is the reason why the insurance for the trucks and trailers is in the name of UTW Transportation, LLC. Although legally separate entities, they work together.

For your purposes the bottom line is that Texas Land Reclamation, LLC is the party who contracts to remove and properly dispose of the tires and UTW Transportation, LLC is a subcontractor of my client to handle all transportation of the tires.

I hope this clarifies any questions you may have. If you have any remaining questions or concerns, please do not hesitate to call my office for further clarification.

Very Truly Yours,

David Modisette

4203 Gardendale St #205 • San Antonio, Texas 78229 • Phone (210) 614-1114 • Fax (210) 614-1115 • E-mail David@TX-Attorney.Net
Licensed to Practice Law in Texas

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

June 6, 2011

Texas Land Reclamation
Attn: Servando De La Garza
P.O. Box 450692
Laredo, Texas 78045

Via: Certified Mail: 7099-3220-0002-9745-4827
Email: penniedlg@hotmail.com

Re: Renewal/Extension For Contract #C-10-[illegible]130-07-20
"Tire Disposal-Hidalgo County"

Dear Mr. De La Garza:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's sole option to extend the contract for one (1) year as provided in the current contract (under the same rates, terms and conditions). Please acknowledge receipt of this notice of placement on the Commissioners' Court meeting of **Tuesday, June 21, 2011** for discussion, consideration and action, by signing below and returning to the Purchasing Department, by no later than 10:00 **a.m., Wednesday, June 8, 2011**, 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: June 8, 2011

Additionally, we are requesting your company provide an updated certificate of insurance as required through Hidalgo County's Request for (Bid, Quote, Proposal, Statement of Qualification).

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 318-2626. Your cooperation in this matter is greatly

AI-27068 **7.I.**

Service and Repair of Chillers & General HVAC Equipment

CC CONSENT

Date:	06/21/2011
Submitted By:	Elena Gomez, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department

Information

CAPTION

Requesting authority to advertise and approval of procurement packet (i.e. specifications-requirements, legal notice, draft contract etc.) as attached hereto for: "Hidalgo County-Service and Repair of Chillers & General HVAC Equipment" with Bid No. 2011-157-00-00-MEG

BACKGROUND

Proposed Schedule of Events:
1st Advertisement: June 25, 2011
2nd Advertisement: July 2, 2011
Bid Opening Date: July 13, 2011

Fiscal Impact

FISCAL YEAR: 2011	ACCT. #: 1-1100-419-40-220-001-0-431
FUNDS AVAILABLE Y/N?: y	MATCHING FUNDS Y/N?: n
BUDGETARY IMPACT:	

Attachments

Link: approval from dept.
Link: Specifications/Requirements
Link: Draft Contract
Link: Legal Notice

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	06/15/2011 11:27 AM	APRV
2	Budget & Management	Erika Zamora	06/15/2011 11:43 AM	APRV
3	Olga Garza	Olga Garza	06/16/2011 11:48 AM	APRV
4	Auditor's Office	Arcilia Duran	06/16/2011 11:53 AM	APRV
5	Purchasing Department	Marty Salazar	06/16/2011 02:22 PM	APRV

Form Started By: Elena Gomez — Started On: 06/13/2011 11:43 AM

Final Approval Date: 06/16/2011

MEMORANDUM

To: Mr. Sunday, Facilities Management

From: Elena Gomez, Buyer II
Hidalgo County Purchasing Department

Date: May 12, 2011

Re: **Bid No. 2011-157-00-00-MEG**-Approval of Specifications for
HIDALGO COUNTY FACILITIES MANAGEMENT
"SERVICE & REPAIR of CHILLERS & GENERAL HVAC EQUIPMENT"

Please review the following **SPECIFICATIONS** and indicate if they meet all your requirements by marking **APPROVE** (or) **DISAPPROVE** and signing below. If your answer is **DISAPPROVE,** please make any modifications necessary to the specifications and fax back the revised copy to the designated Buyer in the Purchasing Department.

If you have any questions, please call me at (956) 318-2626 ext# 4855.

APPROVE ☐	DISAPPROVE ☐
APPROVED WITH MODIFICATIONS ☑	

FUNDS AVAILABILITY:_____YES / _____NO/_____Other

(Specify)_____

BUDGET ACCOUNT #:_____

Rick Sunday 1 June 2011

AUTHORIZED SIGNATURE PRINTED NAME DATE

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 292-7612 or e-mail: elena.gomez@co.hidalgo.tx.us by no later than FRIDAY MAY 20, 2011 at 5:00p.m.

Enclosures

EXHIBIT "A"
HIDALGO COUNTY
"Service & Repairs of Chillers & General HVAC Equipment"
BID NO.: 2011-157-00-00-MEG

SCOPE OF SERVICES:

Hidalgo County is seeking for qualified bidders that can furnish all labor, equipment, materials and delivery 1of parts necessary to provide maintenance Services & Repairs for Chillers & General HVAC Equipment (all services project-related) for various locations within Hidalgo County. The services to be performed under this contract will include, but not limited to the following:

SERVICES:

1) ***Business Service Requests***: Hidalgo County is requesting that all services be conducted on a time manner Monday thru Friday 8-5 or according to Hidalgo County Business scheduled
2) ***Extended Service RequestS***: If an extended service hour is needed for any unforeseen issue a written request and scheduled must be submitted to Hidalgo County Facilitites Management or designated personnel which begin after 5:01 p.m. and before 8:00 a.m., Monday through Friday and Weekends.
3) ***Emergency/Holidays:***
    - When an emergency situation arises, the department staff or designated representative will call the Vendor's and will submit a written request.
    - The Vendor must be able to provide services within one (1) hour of receiving request for emergency services.
    - Holiday service situations are defined as applying to any Federal, or County observed holiday.

Vendor and designated representative of Hidalgo County Facilities Management, Mr. Richard Sunday Director, shall establish mutually agreeable schedule for performance of routine service calls, schedule of normal operating hour's points of access, and other information necessary to insure optimum convenience.

POINTS OF CONTACT (POC):

Facilities Management: 3100 S. Bus. 281 Edinburg, Texas 78539

	Name	***Office***	***Cell***
1st	Richard Sunday	***956-289-7858 x4358***	***956-457-6116***6
2nd	Sefe Garza	956-289-7850	956-292-8367
3rd	Daniel Flores	956-289-7850	956-239-1942

REQUIREMENTS: Vendor must be able to diagnosis problems prior to working on the Chiller to eliminate any delays or confusion on issues. Vendor must be Factory Certified HVAC personnel staff to work on York and Train Chillers,

1. Vendor must be Factory Certified HVAC personnel staff with a minimum of four (4) year experience, assignee to Hidalgo County service contract. The County requires a minimum of two Factory Certified HVAC personnel and at least two assistants.

2. Hidalgo County request a list of personnel of which will be working on the Chillers along with the following copies: (HVAC certification, EPA certificate, State Licenses, Factory training and authorization)

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3. The service contract will be on an Hourly/Time repair rate which commences upon arrival at the job site. Vendor will respond for service within a two (2) hour minimum to a four (4) hours maximum time frame.

4. All repairs and services (with mark up rates) will be on an AS NEEDED BASIS-ONLY. There is no guaranteed of an annual volume, for either services and/or repairs.

5. Hidalgo County requires a copy of original parts invoice showing the markup percentage to insure verification of the markup percentage.

6. Vendor will provide original equipment manufacturer (OEM) repair parts.

7. All other equipment required to perform under this contract shall be considered part of the hourly rate.

8. All necessary Certifications, permits and licenses required for the sale of these products and/or services. This section will contain any licenses, certifications and assurances as required by Hidalgo County, the State of Texas, the Original Equipment Manufacturer, etc. ensuring the vendor (s) is an authorized distributor.

9. Vendor must stock the necessary parts and supplies, or be able to provide said items within 24 hours.

10. In the event of complete chiller failure, and at the request and final approval of the Hidalgo County Facilities Management Director, contractor should have the ability to quickly provide portable air conditioning or other types of emergency equipment until chiller is fully operational. Vendor will supply Hidalgo County with a bid for portable air conditioning equipment.

11. Vendors must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications.

12. All products and/or services furnished under this RFB shall be warranted by the vendor to be free from defects and fit for the intended use.

13. The awarded vendor shall observe and obey all laws, ordinances, rules and regulations of the Federal, State and local government which may be applicable to the supply of these products and/or services.

14. Vendor (s) will provide and maintain all the required Insurance and/or Bonds as described and listed in: **Insurance Requirements: See Exhibit C attached hereto.**

15. Utilization of Personnel and Materials: Vendor shall make every effort to provide services in an efficient and cost effective manner. This includes dispatching a technician that is able to perform the work within a reasonable time period, billing for helpers only when absolutely necessary for performance of the work, and minimizing unnecessary parts replacement.

16. All invoices will be reviewed for billed hours, materials and parts used, and for compliance with

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contract terms and conditions prior to approving invoice for payment.

BID AWARD:

- All bidders are hereby notified that Hidalgo County shall consider all factors it believes to be relevant in selecting the bid that provides the best value for Hidalgo County including, but not limited to the following:

    a. The overall purchase price.
    b. Response Time: The proximity of the bidder as it relates to the ability to perform contract for Hidalgo County. Hidalgo County will consider as a determining factor to award this project to the vendor committed to respond to less than a two (2) hour guaranteed service response time frame.
    c. The reputation of the bidder.
    d. The quality of the bidder's goods or services from references.
    e. The bidder's past performance.

- Hidalgo County prefers to award the entire contract to a single Vendor; although, the County reserves the right to award a primary contract and a secondary contract in an effort to secure a back-up vendor to be used in emergency situations in the event the primary vendor is unable to respond as needed.

- Hidalgo County may award to a secondary vendor that will be called under the following circumstances:
    a. When primary awarded vendor does not arrive within the two (2) hour commitment or informs the County of its inability to comply.
    b. When the County finds that an additional service provider is required due to simultaneous break downs have occurred.

- Hidalgo County reserves the right to award the bid to MULTIPLE bidders if the County determines it is in it's best interest to do so.

- Bids will be considered irregular and may be rejected by Hidalgo County if they show any omissions, alterations of form, additions, or conditions not called for, unauthorized alternate bids, or irregularities of any kind. However, Hidalgo County reserves the right to waive any irregularities and to make the award providing the best value to the County.

- Vendor must thoroughly fill in each section of the Bid Page (Exhibit "B") if applicable. INCOMPLETE submittals shall be considered a probable cause for disqualification.

TERMS & CONDITIONS:

1. Term of contract is for one (1) year period with County's option to extend the contract for an additional one (1) year term under the same rate, terms and conditions.

2. County reserves the right to continue this contract for an additional sixty (60) day grace period at the end of the contract term due to an unforeseen delay in the award of a new bid for next contract

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term

3. County will seek the purchase of parts and service from state awarded vendors under cooperative purchasing participation whenever it is, in the County's best interest to do so.

4. After contract is awarded if/and successful awarded contractor defaults in meeting the general instructions to bidders(s) and/or in complying with the contract agreement, Hidalgo County reserves the right to procure the articles and services from other sources and hold the defaulting contractor responsible for any excess cost occasioned thereby. In such event, Hidalgo County shall charge the successful contractor the difference for any additional cost to the County.

5. Any contract awarded to a successful bidder will be in effect until:
   (a) The contract expires
   (b) Delivery acceptance of products and/or performance of services ordered, or
   (c) Terminated by County with thirty (30) day"s written notice prior to cancellation.

6. Bid percent of markup, over cost on ALL parts, materials and rental equipment necessary to complete needed repair or replacement. All other equipment required to perform under this contract shall be considered part of the hourly rate.

7. Hidalgo County reserves the right to reject any/all bids, to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantage to the County.

8. Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.

9. After bid is awarded and low 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.

10. After bid is awarded and successful awarded contractor defaults in meeting the general instructions to bidders(s) and/or in complying with the contract agreement, Hidalgo County reserves the right to seek the services of the next lowest bidder(s). In such event, Hidalgo County shall charge the successful bidder the difference for any additional cost to the County.

11. Hidalgo County reserves the right to add or delete during the term of the contract under the same rates and conditions.

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:

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a) **Requesting Price Adjustment**: Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.

- A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.
- The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
- The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
- No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
- The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

b) **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.

c) **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.

d) **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.

10. **Dollar Limit to Price Changes**: The total increase in contract price shall not exceed twenty-five

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percent (25%) of the original contract price during the contract term.

ADDITIONAL INFORMATION:

Hidalgo County is requesting that any and all questions, inquires and clarifications regarding quotes, bids, proposals or statements of qualifications be addressed to Martha L. Salazar, CPPB, Purchasing Agent, 2812 South Business Hwy. 281, Edinburg, Tx 78539

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE TO (956) 292-7612 OR VIA E-MAIL TO Elena.gomez@co.hidalgo.tx.us by NO LATER THAN **DATE, MONTH DAY 2011** @ 5:00 P.M. Responses will be sent to all applicants via facsimile or e-mail by no later than **DATE, MONTH DAY 2011** @ 5:00 P.M.

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THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-11-157-00-00

THIS CONTRACT is made and entered into this day ___ of ___, **2011** by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and **VENDOR'S NAME**, a Texas Corporation ("Company").

WHEREAS, Company responded to bids requested for **"Service & Repairs of Chillers & General HVAC Equipment"** (the "Services") for Hidalgo County; and

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, a copy of Request for Bid (RFB) Procurement Packet being attached hereto as Exhibits "A" (the "RFB") and Exhibit "B" respectively, and incorporated herein for all purposes (the "Bid Page"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications, the Commissioners Court of County awarded the quote to Company.

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

1. County and Company hereby agrees that this Contract is entered into in order to provide the Services to **Hidalgo County** for Service & Repairs of Chillers & General HVAC Equipment as specified in the specifications attached hereto as Exhibit "A". This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

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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 Director of Buildings and Grounds or his designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period beginning, **DATE** and ending on, **DATE** with the County's option to renew contract for additional one (1) year term, under the same rates, terms, and conditions. Hidalgo County reserves the right to continue this bid for an additional sixty (60) days grace period at the end of the contract term for unforeseen delay in award of new bid for the next contract term.

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

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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 any action resulting from personal injury and/or property damage against the County to the extent arising out of, resulting from or connected with the provision of services by the Company under this Contract. Said indemnity shall include coverage of any negligent 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. In no event shall Company be liable for special, indirect, consequential or liquidated damages for default or delay caused by the County.

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

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contractor under this Contract.

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

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

If to Company: **VENDOR'S NAME & ADDRESS**

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

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

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

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

18. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon sixty (60) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement.

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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).

WITNESS our hands in duplicate originals this _____day of _____, 2011

Approved on Commissioners' Court_____

COUNTY OF HIDALGO

By:_____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, Jr. County Clerk

COMPANY:

By:_____

Printed Name:_____

Title:_____

APPROVED AS TO FORM:
Atlas & Hall LLP

By: _____
Stephen L. Crain

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EXHIBIT “A”
Request for Bid (RFB)
Procurement Packet

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EXHIBIT “B”

Bid Page

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EXHIBIT “C”
Certificate of Insurance

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REQUEST FOR BIDS

HIDALGO COUNTY FACILITIES MANAGEMENT
"SERVICE & REPAIRS of CHILLERS & GENERAL HVAC EQUIPMENT"
Bid No: 2011-157-00-00-MEG

Contact Person:

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

956 318-2626 Form HCPD-03

1. Sealed bids will be received for **"HIDALGO COUNTY FACILITIES MANAGEMENT – SERVICE & REPAIRS of CHILLERS & GENERAL HVAC 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: **"RFB-2011-157-00-00-MEG-"HIDALGO COUNTY FACILITIES MANAGEMENT – SERVICE & REPAIRS of CHILLERS & GENERAL HVAC EQUIPMENT"** and in County's Purchasing Department, physical address: 2812 S. Business Hwy. 281, mailing address: 2812 S. Business 281- New Administration Building, Edinburg, Texas, **on or before 9:30 A.M.,WEDNESDAY, month, date, 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 "RFB-2011-157-00-00-MEG-"HIDALGO COUNTY FACILITIES MANAGEMENT – SERVICE & REPAIRS of CHILLERS & GENERAL HVAC EQUIPMENT".**

   Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County**..**

3. Hidalgo County reserves the right to: A). separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B.) reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C.) award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Costs are to be net F.O.B., County Prepaid.

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

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

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy o their Federal ID Number Certificate.

15. DELIVERY INSTRUCTIONS:

- No deliveries accepted after 3:00 P.M., Monday-Friday.

- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.

- If you need additional information call the office listed below:

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 FACILITIES MANAGEMENT – "SERVICE & REPAIRS of CHILLERS & GENERAL HVAC EQUIPMENT"** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
e) Contract number must be indicated on all invoices

. Discount payments will be considered when offered.

. Contact person for Billing and Payment questions:

Hidalgo County Facilities Management
P.O. BOX 1356
Edinburg, Texas 78539
Attn: Richard Sunday
956-289-7850

17. SCHEDULE OF EVENTS

Bid Opening, 9:30 AM	**, 2011**
Award of Contract	_____, 2011
Commence Work or Deliver Products	_____, 2011

18. Bid or Performance Bond and Debarment Certification; Payment Under Contract:

. If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

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

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

. If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in

excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

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

19. ETHICAL STANDARDS:

. It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

. It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

. No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. Disclosure of Conflict of Interest

. Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse
COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.

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

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

23. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

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

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

25. Any contract award to a successful bidder will be in effect until: A.) the contract expires, B.) delivery and acceptance of products, and/or performance of services ordered, or C.) terminated by County with thirty (30) day's written notice prior to cancellation.

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

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

27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may

result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

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

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

Bid
For
HIDALGO COUNTY FACILITIES MANAGEMENT
"SERVICE & REPAIRS of CHILLERS & GENERAL HVAC EQUIPMENT"
BID NO.: 2011-157-00-00-MEG

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

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

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

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

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

AI-27067 **7.J.**

Authority to Advertise for Chief Physician Services for HCHS
CC CONSENT

Date:	06/21/2011
Submitted By:	Gricelda Villarreal, 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. legal notice, requirements, etc.) as attached hereto for a request for qualifications for "Chief Physician Services" for Hidalgo County Health and Human Services department under RFQ No.: 2011-138-CGA.

BACKGROUND

Fiscal Impact

FISCAL YEAR: ADV 1- ACCT. #: 1100-441-00-340-001-0-XXX

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

BUDGETARY IMPACT:

Available balance as of 6-16-11:

Object Code 540 $ 1,995.40
Object Code 331 $29,800.00

Attachments

Link: Memo-Dept. Approval

Link: Draft Packet 2011-138

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	06/15/2011 11:21 AM	APRV
2	Budget & Management	Erika Zamora	06/15/2011 11:41 AM	APRV
3	Manuel Chapa	Manuel Chapa	06/16/2011 04:22 PM	APRV
4	Auditor's Office	Arcilia Duran	06/16/2011 04:43 PM	APRV
5	Purchasing Department	Marty Salazar	06/16/2011 05:16 PM	APRV

Form Started By: Gricelda Villarreal Started On: 06/13/2011 11:42 AM

Final Approval Date: 06/16/2011

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629



To: Eduardo Olivarez, Director
Hidalgo County Health and Human Services
Attn: Josie Escalante

From: Cris Ayala, Buyer III
Hidalgo County Purchasing Department

Re: Specifications for:
"RFP –Chief Physician Services"

Date: May 17, 2011

Please find the above-referenced project for your review, comments, opinions and recommendations regarding the requirements/specifications and evaluation process.

Please respond by no later than 3:00 p.m., Tuesday, June 7, 2011, with any additions, deletions and/or changes to the specifications".

If you have any questions/concerns in regards to this project, please call Cris Ayala at 292-7000 Ext 4867.

APPROVE X☐ DISAPPROVE ☐ (Attach Changes)

FUNDS AVAILABILITY: X Yes / _____ No / _____ Other (specify) _____

BUDGET ACCOUNT #: 1-1100-441-00-340-001-0-540

	Eduardo Olivarez	June 8, 2011
AUTHORIZED SIGNATURE	PRINTED NAME	DATE

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 318-2629 or 292-7612.

RFQ No: 2011-138-00-00CGA	Buyer III: Griselda (Cris) Villarreal	Tel. No: (956) 318-2626

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REQUEST FOR QUALIFICATIONS

Hidalgo County
Edinburg, Texas

"Hidalgo County Chief Physician Services for Health and Human Services Department"

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent

Hidalgo County Purchasing Department
2802 So. Business Hwy 281 - New Administration Building
Edinburg, Texas 78539

(956) 318-2626

Form HCPD-04

LEGAL NOTICE **RFQ No: 2011-138-00-00CGA**

1. **Sealed Statements of Qualifications** will be received for **"Hidalgo County Chief Physician Services for Health and Human Services",** in accordance with the requirements attached hereto as Exhibit "A." RFQs should address all requirements set forth. Vendors 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 RFQ.

2. One (1) original and seven (7) copies of all RFQs are required, with the vendor's name and address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package, **Request For Qualifications 2011-138-00-00CGA- "Hidalgo County Chief Physician Services for Health and Human Services"** and in County's Purchasing Department, 2802 So. Business Hwy 281, New Administration Building, Edinburg, Texas, **on or before 9:30 a.m., Wednesday, _____, 2011. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFQ 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: RFQ No.: 2011-138-00-00CGA-"Hidalgo County Chief Physician Services for Health and Human Services".** Hidalgo County reserves the right to refuse and reject any/all RFQs and to waive any/all formalities or technicalities, or to accept the RFQ considered the best and most advantageous to Hidalgo County. **WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMILE TO (956) 318-2629 OR VIA EMAIL TO cris.villarreal@co.hidalgo.tx.us NO LATER THAN** Wednesday, _____, 2011 at 5:00 p.m. Responses will be sent to all applicants via facsimile by Friday, _____, 2011. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

3. Hidalgo County reserves the right to separate and accept, or eliminate any item(s) listed under this statement of qualifications that it deems necessary to accommodate budgetary and/or operational requirements. Hidalgo County also reserves the right to reject any or all statement of qualifications submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best statement of qualifications for approval. Receipt of any statement of qualifications shall under no circumstances obligate County to accept the lowest dollar statement of qualifications. The award of this contract shall be made to the responsible offeror whose statement of qualifications 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.

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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 vendor, or to reject all RFQs and re-advertise.

5. For work to be performed at a County-owned or operated location, each vendor shall, in its sole discretion, visit the job site before preparing the RFQ and thoroughly familiarize himself/herself with existing conditions. Vendor should take field dimensions and note all circumstances which affect the RFQ.

6. No RFQ may be withdrawn within ninety (90) days from the scheduled time to accept RFQs.

7. Any interpretations, amendments, corrections or changes to this RFQ 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. Vendors shall acknowledge receipt of all addenda as a part of their RFQ.

8. County reserves the right to accept or reject any or all RFQs.

9. Costs are to be net F.O.B. destination, County Prepaid.

10. County is exempt from Federal Excise Tax, State Tax and Local Tax. Tax exemption certificates will be furnished upon request.

11. 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 statement of qualifications 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.

12. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security card to the Hidalgo County Auditor'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.

13. DELIVERY INSTRUCTIONS (for applicable goods and/or services):

    . No deliveries accepted after 3:00 P.M., Monday-Friday.

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. 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

14. BILLING AND PAYMENT INSTRUCTIONS:

. Invoices must include:
a) Name and address of successful vendor
b) Name and address of receiving department or official
c) Purchase Order Number and Contract Number (if any)
d) Notation – **"Hidalgo County Chief Physician Services for Health and Human 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
Ray Eufracio, County Auditor
2810 So. Business Hwy 281
Edinburg, TX 78539
956-318-2511

15. Schedule of Events

RFQ Acceptance, 9:30 A.M.	**, 2011**
Award of Contract	_____, 2011
Commence Work or Deliver Products	_____, 2011

16. ~~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~~

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~~furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas.~~ **All participants are 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 statement of qualifications, and prior to commencement of the actual work, the participant 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.~~

17. 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

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any solicitation or statement of qualifications 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.

18. Disclosure of Conflict of Interest

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, Consulting Services 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, Consulting Services 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 participant fails to comply with Texas Local Government Code Chapter 176. Vendors, Consulting Services, 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 REPONSIBILITY OF THE PROSPECTIVE PARTICIPANT.**

19. If, during the life of any contract or statement of qualifications awarded, the successful participant'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.

20. Statement of 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.

21. Minimum Standards For Responsible Prospective Participants: A prospective participant must affirmatively demonstrate participant's responsibility. A prospective participant, by submitting a statement of qualifications, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the statement of qualifications;
- 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.

22. Successful participant 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 participant'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.

23. Any contract award to a successful participant 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.

24. 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 participant; County reserves the right to terminate any contract immediately in the event a successful participant fails to:

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

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25. Successful participant 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 participant, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from statement of qualifications award. Successful participant 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 participant 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 participant'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 participant.

26. Successful participant 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 participant 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.

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

28. The successful participant 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.

29. Participants shall provide with the statement of qualifications 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.

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30. Participants must provide **all** documentation requested with this Statement of qualifications in their response. Failure to provide this information may result in rejection of the statement of qualifications as non-conforming.

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Request For Qualifications
for
"Hidalgo County Chief Physician Services for Health and Human Services"
RFQ No: 2011-138-00-00CGA

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 So. 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 participant proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned participant further agrees, upon acceptance of its statement of qualifications, 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.

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

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

Respectfully submitted,

Participant:_____

Address:_____

By:_____

Printed Name:_____

Title:_____

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EXHIBIT A
REQUIREMENTS

HIDALGO COUNTY
REQUEST FOR QUALIFICATIONS

"CHIEF PHYSICIAN SERVICES"
RFQ NO: 2011-138-00-00CGA

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EXHIBIT B
SELECTION CRITERIA

HIDALGO COUNTY
REQUEST FOR QUALIFICATIONS

CHIEF PHYSICIAN SERVICES
JULY 00, 2011

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Certification
Regarding Debarment, Suspension Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, in 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, theory, 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 of 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.

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EXHIBIT A
REQUIREMENTS

HIDALGO COUNTY
REQUEST FOR QUALIFICATIONS

"CHIEF PHYSICIAN SERVICES FOR HEALTH AND HUMAN SERVICES DEPARTMENT"
RFQ NO: 2011-138-00-00CGA

DRAFT

Hidalgo County is inviting statements of qualifications from qualified Physician to provide for "Chief Physician Services" for the County Health and Human Services Department. The County of Hidalgo is seeking to enter into a service contract with a state-registered/licensed (Texas) Physician. The Hidalgo County Purchasing Department will receive sealed envelopes containing statements of qualifications for the provision of **"Hidalgo County Chief Physician Services for Hidalgo County Health and Human Services Department"** as specified herein. Statements of Qualifications will be accepted until **9:30 A.M., Wednesday, July 00, 2011. ANY RFQ RECEIVED AFTER THAT DATE AND TIME WILL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED.**

Deliver Submittal to:

RFQ NO: 2011-138-00-00-CGA

US Postal Mail Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
New Administration Building
2812 So. Business Hwy 281
Edinburg, Texas 78539

Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
New Administration Building
2802 So. Business Hwy 281
Edinburg, Texas 78539

The Submittal Envelope Must Show the RFQ Number, Name and Acceptance 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, with a **Physical location of**: 2802 So. Business Hwy 281, **(Southeast Corner of Canton & Business Highway 281)** Hidalgo County New Administration Building, Edinburg, Texas, 78539. at 2802 So. Business Hwy 281, Edinburg, Texas 78539.

WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMILE BY NO LATER THAN Wednesday, _____, 2011, ***at 5:00 P.M.*** at (956) 318-2629. Responses will be sent to all applicants via facsimile by **Friday, _____, 2011**. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED**.

DISCLOSURE OF CONFLICT OF INTEREST:
Effective February 17, 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

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(the "CIQ") attached as **Exhibit D**, the vendor, person consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contract or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful 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 complete CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse. **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

PROPOSER'S AFFIDAVIT:
Prior Contract award, respondents to this RFQ must submit a signed Proposer's Affidavit (attached herein in **Exhibit E**) certainly that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit, (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-COLLUSION:
Submitters, by submitting a signed submission, certify that the accompanying submission is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Texas or United States law.

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

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

ELECTRONIC TRANSMISSION OF BIDS:
Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

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

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

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:
It is the responsibility of the submitter to review the Request for 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 bidding 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 qualifications, to make sure that is it stamped with date and time by the County Purchasing Department staff.

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 CONTRACT:
It is intended that the term of the contract will be for an initial period of two (2) years with the County's option to renew two (2) additional one (1) year terms under the same rates, terms and conditions.

Hidalgo County reserves the right to continue this agreement for an additional sixty (60) day grace period at the end of the agreement terms for unforeseen delay in award of the new request for qualifications.

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All costs and expenses associated with the preparation and submission for (bids, proposal and/or quotes) shall be the responsibility of the participant and no reimbursement for such charges or expenses shall be passed onto Hidalgo County.

DAVIS BACON ACT: (IF APPLICABLE)
All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing specifications.

SECTION II RFQ REQUIREMENTS

Request For Qualifications and Proposal:
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 shall be submitted to the address on the cover letter.

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

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.

PROJECT OVERVIEW:
The County of Hidalgo is seeking to engage with a competent qualified Physician to serve as the Health Authority/Chief Physician for the County Health and Human Services Department to perform the services that include, but are not limited to, as stated herein.

Physician(s) Qualifications:
The County of Hidalgo is seeking to contract with a competent "Chief Physician" licensed to practice in the State of Texas that has had experience in, but not limited to, the following areas:

- Personal Curriculum Vitae;
- Registered and licensed to practice in the State of Texas. Copy of current/valid license must be included in this response.
- Must be certified (or eligible for certification) by the Board or Certification of Emergency Medicine or have a minimum of five (5) years experience in the Family Practice and Emergency Medicine.

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- Revocation or suspension of the Health Authority/Chief Physician's medical license will be cause for immediate termination of the contract. All qualified physician(s) is free from suspension or debarment pursuant to federal regulation 45CRF76;

- Certification form is included in this packet and must be competed and submitted as part of the response.

- The qualified physician should provide a copy of their Professional Liability Insurance (malpractice) as well as all other applicable insurance as required by Hidalgo County and as detailed in Exhibit "C" contained herein.

Additionally, this section should include a description of the firm's project personnel and their most recent similar projects. 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 5 pages.

Personnel and Staffing:
The participant 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 and the State of Texas Physician Medical Board. The Chief Physician(s) should add copies of their Professional Liability Insurance.

SCOPE OF SERVICES:
The Chief Physician(s) services contract will encompass all project-related Health and Human Services Department physician services to the County of Hidalgo including, but not limited to, the following:

a. Providing and maintaining a medical license under which all medical activities of the Health Department employees will take place;
b. Providing standing delegation orders to nurse practitioners and nursed and supervising medical procedures and practice performed by the public health nursing staff;
c. Providing medical services and established protocols and practices to implement Texas Department of Health programs in Hidalgo County, including the pre-natal/obstetrical, family planning, women's health, well child, TB Control, STD (sexually transmitted diseases) control and immunization programs, EPI;
d. Providing or arranging for 3rd trimester care and delivery of high risk women from our program who are unable to find a physician willing to care for them;

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e. Ensuring that county and state procedures and standards of practice are followed in the clinical/medical operations of the Health Department;
f. Assisting with the diagnosis and treatment (if needed), of patients with communicable diseases (STD's TB, etc., 10 to 20 hours/week). Be prepared to undergo additional training/orientation, as necessary, to be able to screen chest x-rays for TB, assess and treat TB patients and STD patients in case the regular provider is unavailable;
g. Provide 10 to 20 hours of primary care for indigent patients per week in one of the county clinics;
h. The number of hours per week stated in subparagraphs f. and g. includes record reviews and Nurse practitioner supervision requirements in subparagraph b. The actual time required each week will not exceed 20 hours per week;
i. Serving as Health Authority/Chief Physician for Hidalgo County and as such be available after hours, weekends, and Holidays as needed, in case of natural disaster/emergency, terrorists attack, or other emergency circumstances;
j. The Health Authority/Chief Physician must report any and all problems or recommended changes in operations of health & human services department clinic facilities to the Health & Human Services Department CAO. The Health Authority/Chief Physician may assist the CAO. The CAO will not interfere with the Health Authority/Chief Physician's exercise of professional administrative and environmental health judgment in all other matters related to clinical medicine;
k. The Health Authority/Chief Physician shall prepare, maintain, and submit all records that are designated, required, or prescribed either by the County, the Health & Human Services Department or the State of Texas. Such records will remain the property of Hidalgo County;
l. The Health Authority/Chief Physician shall, upon request, assist and participate in In-Service training sessions and discussion meetings regarding the treatment and care of patients and activities related to the operation of the Health & Human Department when requested by the CAO;
m. In the event County exercises its' option to terminate as further described herein the Health Authority/Chief Physician agrees to continue to render all services until such time as new Health Authority/Chief Physician's contract is awarded.;
n. The Health Authority/Chief Physician may occasionally be required to, at his own expense, travel within the four-county (Hidalgo, Willacy, Cameron and Starr)-Rio Grande Valley Area. Should travel be required outside the four-county and Rio Grande Valley Area, the Health Authority/Chief Physician shall be reimbursed by the County in the same amount and manner as for Hidalgo County Employees;
o. Need to assist with infectious diseases and surveillance, supervise, and assist with Early Warning Infectious Diseases Surveillance.

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Hidalgo County proposes to pay the "Chief Physician(s)" monthly by check.

PARTICIPANTS ARE NOT TO PROVIDE A FEE SCHEDULE AT THIS TIME WITH THIS SUBMITTAL: The fee will be negotiated based on the scope of work.

PART III-SELECTION AND SCHEDULES

SELECTION PROCEDURES/EVALUATION SYSTEM:
The evaluation consists of a 100-point scoring system. However, after the 100-point evaluation, Hidalgo County Commissioner's Court may elect to narrow the participating firms and request a presentation from a representative from firms.

A. Hidalgo County Commissioner's Court and/or an Evaluation Committee (selected and/or designated by (Commissioner's Court) will review, score and evaluate the written Statements of Qualifications (SOQ's) received in response to this Hidalgo County request for qualifications.

B. After the SOQ's have been reviewed, scored and evaluated, a grid will be presented to Commissioner's Court for the purposes of ranking.

Categories are further detailed in the Selection Criteria (Exhibit B) section of the RFQ.

NEGOTIATION PROCESS: The number one ranked firm will be contacted to submit a letter of engagement/contract for negotiations. If negotiations prove unsuccessful, Commissioner's Court will terminate negotiations with the firm and will contact the next highest ranked firm to open negotiations. The County of Hidalgo reserves the right to reject any and all RFQ's.

TERMINATION OF SERVICES: Any contract awarded to a qualified firm will be in effect until (a) the contract expires or (b) performance of all services are completed, or (c) terminated by County with or without cause, with ninety (90) days written notice prior to cancellation, or (d) until County has engaged the services of a new Chief Physician for Hidalgo County Health and Human Services Department.

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EXHIBIT B

SELECTION CRITERIA

REQUEST FOR QUALIFICATIONS

"Chief Physician Services for Hidalgo County Health and Human Services Department"

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EVALUATION CRITERIA

"Chief Physician Services for Hidalgo County Health and Human Services Department"

RFQ 2011-138-00-00CGA

The submitter'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. Physician Qualifications/Certifications/ and Other Credentials (20)

The physician should provide information related to his qualifications. The physician must be registered and licensed to practice in the State Of Texas. Physician must provide a copy of certificate by Board of Certification of Family Practitioners and Emergency Medicine and any other credentials/registrations or other pertinent information that demonstrates qualifications to perform the services required. A list of, and scope of, similar projects for comparative purposes shall be including an appendix.

2. Understanding of Services/Methodology (20)

The physician must state the approach and/or (methodology) in achieving and rendering all services detailed and required as Health Authority/Chief Physician by the Hidalgo County Health & Human Services Department. IF Physician currently has an active family practice, the Physician must state in detail how he can comply and render all the services, and requirements detailed for the contract. Physician should include any local issues or concerns that directly affect the physician's understanding of the project.

3. Experience (30)

The physician must have a minimum of five (5) years experience in the public health services. Physician must be in good standing with the Board of Family Practitioners.

4. Ability to Commit to all Services Required (30)

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

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EVALUATION FORM

"PHYSICIAN SERVICES FOR HIDALGO COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT"
RFQ NO: 2011-138-00-00-CGA

Selection Criteria — Points — Score

1. Physician(s) Qualifications/Certifications/and other Credentials
The Physician should provide information related to his qualifications. The Physician(s) must be registered and licensed to practice in the State of Texas. Physician(s) must provide a copy of certificate by the Board of Certification of Family Practitioners and Emergency Medicine any other credentials/registrations or other pertinent information that demonstrates qualifications to perform the services required. A list of, and scope of, similar projects for comparative purposes shall be included in an appendix. 0-20 _____
Comments/Rationale:_____
_____

2. Understanding the Services/Methodology
The Physician must state the approach and/or (methodology) in achieving and rendering all services detailed and required as the Physician for Hidalgo County Health and Human Services Department.
If the Physician currently has an active family practice, the Physician must state in detail how he can comply and render all the services, and requirements detailed for the contract. Physician should include any local issues or concerns that directly affect the Physician's understanding of the project. 0-20 _____
Comments/Rationale:_____
_____

3. **Experience:**
The Physician must have a minimum of five (5) years experience in Public Health Services. Physician must be in good standing with the Texas Board of Family Practitioners. 0-30 _____
Comments/Rationale:_____
_____

4. Ability to commit all services required.
The Physician should provide as much background information as to
It's experience in providing similar services to city, county or any other governmental agencies. Reference information should be as current as possible, especially contact persons and telephone numbers. 0-30 _____
Comments/Rationale:_____
_____

TOTAL SCORE: _____

Provider: _____

Evaluator: _____ Date: _____

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THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

CONTRACT FOR SERVICES
C-11-138-00-00

THIS AGREEMENT is made as of the___ day of,_____ by and between **HIDALGO COUNTY, TEXAS,** a political subdivision of the State of Texas (hereinafter "County") and _____ (hereinafter "Health Authority/Chief Physician") to serve at the pleasure of the Hidalgo County Commissioners' Court.

W I T N E S E T H:

WHEREAS, County desires to contract with a person to provide the services necessary to act as Health/Chief Physician of County's Health Department (hereinafter "Health Department") that are more specifically set forth hereinafter; and

WHEREAS, Health Authority/Chief Physician has agreed to provide the services enumerated hereinafter for Health Department.

NOW, THEREFORE, for the mutual consideration expressed hereinafter, County and Health Authority/Chief Physician agree as follows:

1. Chief Physician agrees to provide to County and its Health Department the services required of a Chief Physician for the County's Health Department. These services include, but are not limited to:

(a) Providing and maintaining a medical license under which all medical activities of the Health Department employees will take place;

(b) Providing standing delegation orders to nurse practitioners and nurses

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supervising medical procedures and practices performed by the public health nursing staff:

(c) Providing medical services and established protocols and practices to implement Texas Department of Health programs in Hidalgo County, including the pre-natal/obstetrical, family planning, women's health, well child, Tb control, STD (sexually transmitted diseases) control, and immunization programs.

(d) Providing or arranging for 3rd trimester care and delivery of high risk women from our program who are unable to find a physician willing to care for them;

(e) Ensuring that County and State procedures and standards of practice are followed in the clinical/medical operations of the Health Department.

(f) Assisting with the diagnoses and treatment (if needed) of patients with communicable diseases (STD's, Tb, etc., 8 to 16 hours/week). Be prepared to undergo additional training/orientation, as necessary, to be able to screen chest x-rays for Tb, assess and treat Tb patients and STD patients in case the regular provider is unavailable.

(g) Provide 8 to 16 hours of preventive care for indigent patients per week in one of the County clinics or in the Chief Physicians own clinic/practice.

(h) The number of hours per week stated in subparagraphs f and g includes record reviews and Nurse Practitioner supervision

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requirements in subparagraph b. The actual time required each week will not to exceed 20 hours per week.

(i) Serving as the Chief Physician for Hidalgo County and as such be available after hours, weekends, and Holidays as needed, in case of natural disaster/emergency, terrorist attack, or other emergency circumstances;

(j) The Chief Physician must report any and all problems or recommend changes in operations of health department clinic facilities to the Health Department Director. The Chief Physician may assist the Director in developing solutions or implementing changes approved by the Director. The Chief Physician will not interfere with the Director's exercise of professional administrative and environmental health judgment in all other matters related to clinical medicine;

(k) The Chief Physician shall prepare, maintain, and submit all records that are designated, required, or prescribed either by the County, the Health Department or the State of Texas. Such records will remain the property of Hidalgo County.

(l) The Chief Physician shall, upon request, assist and participate in In-service training sessions and discussion meetings regarding the treatment and care of patients and activities related to the operation of the Health Department when requested by the Director;

(m) In the event County exercises its option to terminate the contract as further described herein the Chief Physician agrees to continue to

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render all services until such time as new Chief Physician's contract is awarded.

n) The Chief Physician may occasionally be required to, at his own expense, travel within the four-county (Hidalgo, Willacy, Cameron and Starr) Rio Grande Valley Area. Should travel be required outside the four-county and Rio Grande Valley Area, the Chief Physician shall be reimbursed by the County in the same amount and manner as for Hidalgo County employees.

2. Chief Physician represents that he is a licensed physician licensed by the State of Texas and qualified to perform and execute the services provided above. If such license is suspended or revoked, this Contract shall automatically be terminated and Chief Physician shall immediately notify the County Judge of Hidalgo County.

3. As consideration for the above and foregoing, County agrees to pay Chief Physician the sum of $_____per month. Chief Physician shall be paid one half of the monthly compensation on the 15th and 30th of each month unless such date falls on a weekend or holiday in which case payment will be made on the last working day before the weekend or holiday.

4. Chief Physician must comply with all applicable laws and regulations of the State of Texas and County and Health Department policies. Notwithstanding the foregoing sentence, Chief Physician represents and maintains that he is an independent Chief Physician and is not an employee of County, the Health Department, or any agency thereof, and represents and warrants that he does not

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desire or request any fringe benefits provided to employees of County, Health Department and/or any agency of County. Chief Physician agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder.

5. County and Chief Physician agree that either party may terminate this contract at any time for any reason or no reason at all. Chief Physician agrees to give County two weeks' notice of his intent to terminate Contract; however, if County is unable to find a suitable replacement, Chief Physician agrees to continue as Medical Director for a period not to exceed thirty days at the same compensation stipulated in this Contract so that County may have an additional period of time to find a suitable replacement. County may terminate this Contract on ten (10) days advance written notice to Chief Physician.

6. Chief Physician agrees to provide liability insurance covering his 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.

7. Chief Physician may not assign the obligations or rights under this Contract to any person without the prior written consent of County.

8. Chief Physician agrees to comply with the Title VI of the Civil Rights Act of 1964.

9. The term of this Contract shall be for a period of two (2) years and shall commence on_____ and end on _____ with the

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County's option to renew for two (2) additional one (1) year terms.

12. Except as may be otherwise specifically provided in this Contract, 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 County: County of Hidalgo, Texas
Attention: County Judge
100 E. Cano, 2nd Floor
Edinburg, Texas 78539

If to Chief Physician:

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.

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

Approved by Commissioners' Court of Hidalgo County on this _____ day of, _____ **2011.**

Approved as to form:

By_____
Atlas & Hall, LLP
Date:_____

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COUNTY OF HIDALGO, TEXAS

By:_____
Ramon Garcia, County Judge
Date:_____

ATTEST:

_____
Juan D. Salinas, III, County Clerk
Date:_____

CHIEF PHYSICIAN:

By_____

Print Name:_____

Date:_____

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EXHIBIT “A”

Specifications

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AI-27057 **7.K.**

Approval of Final Construction Contract-Colonia Saenz Subdivision-Pct 1, 3rd Call BCAP

CC CONSENT

Date:	06/21/2011
Submitted By:	Yvette Islas, PURCHASING DEPT.
Submitted For:	Agapito Vargas
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department

Information

CAPTION

Approval of final construction contract (awarded by CC 04-05-11) for C-CAP-11-057-04-05 Road & Drainage Construction for Colonia Saenz Subdivision between Hidalgo County and M. J. A. Construction in the amount of $63,149.50.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1312-431-00-121-181-0-731 & 733

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

BUDGETARY IMPACT:

Colonia Saenz
Obj. 731 "Roads"-Available balance as of 6-15-11 $46,287.83.
Obj. 733 "Drainage Ditches"-Available balance as of 6-15-11 $16,200.00

FISCAL YEAR: 2011 ACCT. #: 1-1200-431-00-121-181-0-731

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

BUDGETARY IMPACT:

Colonia Saenz
Obj. 731 "Roads"-Available balance as of 6-15-11 $2,352.67.

Attachments

Link: contract colonia saenz.27057

Link: ai req.27057

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	06/15/2011 11:17 AM	APRV
2	Budget & Management	Erika Zamora	06/15/2011 11:39 AM	APRV
3	Ivan Cantu	Ivan Cantu	06/15/2011 03:06 PM	APRV
4	Auditor's Office	Arcilia Duran	06/16/2011 03:16 PM	APRV

Form Started By: Yvette Islas

Started On: 06/09/2011 04:36 PM

Final Approval Date: 06/16/2011

HIDALGO COUNTY PRECINCT #1
BORDER COLONIA ACCESS PROGRAM
ROUND III

TECHNICAL SPECIFICATIONS

"COLONIA SAENZ"

Hernandez Street **CSJ# 3C10-80-181**



RODRIGUEZ ENGINEERING
P.O. BOX 1830
EDINBURG, TEXAS 78540
PONE: (956) 491-1013
FAX: (956) 702-8883

BORDER COLONIA ACCESS ROADS

RIGHT-OF-WAY CERTIFICATION

CSJ: 3C1080181
PROJECT: Colonia Saenz
COUNTY: Hidalgo
ROADWAY: Calle Hernandez

This is to certify that the following roadways within the Colonia Saenz has existing 50-foot right of way and will not require additional right-of-way acquisition;

1. Calle Hernandez

Joe Pena, Director
Hidalgo County Right-of-Way Department

5/21/09
Date

Leo L. Rodriguez, P.E. Project Engineer
Rodriguez Engineering

5/20/09
Date

TABLE OF CONTENTS
CAP-11-057-02-16-YSI
COLONIA SAENZ

1) Advertisement and Invitation for Bids
2) Hidalgo County Legal Notice
3) Bidder Acknowledgement
4) Information for Bidders
5) Bid Form
6) Bid Bond
7) Draft Contract
8) Non Collusion
9) Payment Bond
10) Performance Bond

11) **Exhibit C**
    a. Insurance

12) General Conditions of the Agreement
13) Title 29 Labor
14) Standard General Condition of Construction Contract
15) Supplemental General Condition

16) **Exhibit A** General Notes & Standard Specifications

    a. Technical Specifications

    - Item 247 - Flexible Base
    - Item 340 – Hot Mix Asphaltic Concrete Pavement
    - Item 400 – Excavation And Backfill For Structures
    - Item 464 – Reinforced Concrete Pipe
    - Item 479 – Adjusting Manholes And Inlets
    - Item 502 – Barricades, Signs And Traffic Handling
    - Item 530 – Intersections Driveways And Turnouts
    - Special Specification 5010 – Construction Exits
    - Special Specification 5249 – Temporary Sediment Control Fence

    b. Government Specifications & Special Provisions

17) **Exhibit B**
    a. Debarment
    b. W-9
    c. Bidder/Vendor Application
    d. Conflict of Interest Memo
    e. Conflict of Interest Form
    f. Sales Tax and Local Sales Tax Certificate

18) **Exhibit D Border Wage Rates**

    a. Government code Ch 2258
    b. Prevailing Wage Rate

19) **Exhibit E**

a. Checklist
b. Change Order
c. Payment of Application
d. Estimate Quantity Update
e. Schedule of Values
f. Contract Time Statement
g. Partial Release of Lien
h. Contractor's Affidavit of Payment of Debts and Claims
i. Prevailing Wage Rates Certificate Statement
j. Certificate of Construction Completion
k. Contractor's Affidavit of Release of Liens
l. Payment Schedule
m. Quantity Work Sheet

20) Construction Identification Sign

21) Schedule for Testing and Sampling

REQUEST FOR BIDS

(Colonia Access Program Project)

TO SUPPLY HIDALGO COUNTY PRECINCT NO. 1 with sealed bids on:
CAP-11-057-02-16-YSI "ROAD & DRAINAGE CONSTRUCTION FOR SAENZ SUBDIVISION"

A BIDDER'S BOND from a reliable surety company licensed to operate in the State of Texas or certified Cashier's Check, payable without recourse to the County of Hidalgo, for the amount of not less than **5%** of the total bid shall accompany the bid as guaranty that, if awarded the contract, the bidder will enter into a contract with the County of Hidalgo. Payment and Performance Bonds shall be executed except in the event into a single payment contract with the County of Hidalgo in lieu of a Performance Bond. In the event the total amount bid is $25,000 or less, the successful contract has the option to enter into a single payment contract with the County of Hidalgo in lieu of a Payment and Performance Bond.

Bid Packets may be obtained from the office of **RODRIGUEZ ENGINEERING, 200 SOUTH CAGE, PHARR, TEXAS 78577,** Phone No **(956) 491-1013 OR 956-702-8880** for the amount of **$100.00.** General and/or Prime Contractors submitting bids and/or proposals to the County of Hidalgo shall be **non-refundable**.

PRE-BID CONFERENCE is scheduled for **WEDNESDAY, FEBRUARY 09, 2011 AT 2:00 PM** at **HIDALGO COUNTY NEW ADMINISTRATION BUILDING - PURCHASING DEPARTMENT 2812 S Business Hwy 281, EDINBURG, TEXAS 78539**

UPON SUBMITTING SEALED BID, bidders are required to properly identify (handwritten, typed or printed) sealed envelope and/or packet as follows: Bidder's name and address on the upper left hand corner of the sealed envelope and/or package and Bid No.: **CAP-11-057-02-16-YSI "ROAD & DRAINAGE CONSTRUCTION FOR SAENZ SUBDIVISION";** on the lower left hand corner of sealed envelope/and or packet. **OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE.**

The sealed bid must contain one (1) original and three (3) copies of bid and must be clearly identified and addressed for delivery to:

Martha L. Salazar, CPPB, Hidalgo County Purchasing Agent
Hidalgo County Purchasing Department

US Postal Mail/Courier Address
Hidalgo County New Administration Building
2812 S. Business Hwy 281
Edinburg, Texas 78539

Physical Location:
Hidalgo County New Administration Building
2802 S. Business Hwy. 281
(Southeast of Canton Rd & Business 281)
Edinburg, Texas 78539

Sealed bids will be accepted until **9:30 a.m. on Wednesday, FEBRUARY 16, 2011** at which time they will be opened in the Hidalgo County Purchasing Department Conference Room at **Physical Location: 2802 S. Business Hwy 281, Hidalgo County New Administration Building, Edinburg, Texas 78539.** NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY BID RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED

The project is to be funded with Border Colonia Access Program funds through Proposition II Funding from the Texas Department of Transportation (Tx.D.O.T.).

Attention is called to the fact that not less than, the federally determined prevailing **(Davis-Bacon and Related Acts)** wage rate, as issued and contained in the contract documents, must be paid on this project. In addition, the successful bidder must ensure that employees and applicants for employment are not discriminated against because of race, color, religion, sex, age, disability or national origin.

BIDS MAY BE HELD by the County of Hidalgo for a period not to exceed ninety (90) days from the date of the opening of bids for the purpose of reviewing the bids and investigating the qualifications of bidders, prior to awarding of the contract.

THE COUNTY reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or to accept the bids considered the best and most advantageous to the County.

BY ORDER OF THE COMMISSIONERS COURT OF HIDALGO COUNTY, TEXAS on this the **20TH day of OCTOBER, 2009.**

MARTHA L. SALAZAR, CPPB
HIDALGO COUNTY PURCHASING AGENT

REPORT ROAD HAZARDS @ 1-866-HCR-SAFE OR 1-866-427-7233

LEGAL NOTICE **BID NO: CAP-11-057-02-16-YSI**

1. Sealed bids will be received for **"HIDALGO COUNTY PRECINCT NO. 1- ROAD AND DRAINAGE CONSTRUCTION FOR COLONIA SAENZ"** 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 NO.: CAP-11-057-02-16-YSI HIDALGO COUNTY PRECINCT NO. 1- ROAD AND DRAINAGE CONSTRUCTION FOR COLONIA SAENZ"** and in County's Purchasing Department, 100 E. Cano,4th Floor, Administration Building, Edinburg, Texas, **on or before 9:30 A.M., WEDNESDAY, FEBRUARY, 16, 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 BID NO.: CAP-11-057-02-16-YSI HIDALGO COUNTY PRECINCT NO. 1- ROAD AND DRAINAGE CONSTRUCTION FOR COLONIA SAENZ " .** Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County. Hidalgo County reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to Hidalgo County

3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words.

12. Costs are to be net F.O.B., County Prepaid.

13. Hidalgo 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.

14. 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.

15. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy o their Federal ID Number Certificate.

16. 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

17. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  a) Name and address of successful bidder
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)
  d) Notation - **" HIDALGO COUNTY PRECINCT NO. 1- ROAD AND DRAINAGE CONSTRUCTION FOR COLONIA SAENZ"**
  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 Colonia Access Program
  302 E. State Avenue
  Pharr, Texas 78577
  ATTN.: Marcie Jackson, Administrative

18. Schedule of Events

Bid Opening, 9:30 AM	**_____, 2011**
Award of Contract	_____, 2011
Commence Work or Deliver Products	_____, 2011

19. 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.

20. 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.

21. 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.

22. 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.

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

24. 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.

25. 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.

26. 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.

27. 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.

28. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of

successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgement with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

29. 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.

30. 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.

31. 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.

BIDDERS ACKNOWLEDGEMENT
Bid for
HIDALGO COUNTY PRECINCT NO. 1
"ROAD AND DRAINAGE CONSTRUCTION FOR COLONIA SAENZ"
BID NO.: CAP-11-057-02-16-YSI

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

US Postal Mail/Courier Address
Hidalgo County New Administration Building
2812 S Business Hwy 281
Edinburg, Texas 78539

Physical Location:
Hidalgo County New Administration Building
2802 S Business Hwy 281
(Southeast of Canton Rd & Business 281
Edinburg, Texas 78539)

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

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

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

Respectfully submitted,

Bidder: MJ A. Construction L.L.C
Address: 3100 Hackberry Ave Mission, Tx. 78574
By: [signature]
Printed Name: Sonya A. Gonzalez
Title: General Managing Partner

4. Telegraphic Modification

Any bidder may modify his bid by telegraphic communication at any time prior to the scheduled closing time for receipt of bids, provided such telegraphic communication is received by the Owner prior to the closing time, and provided further, the Owner is satisfied that a written confirmation of the telegraphic modification over the signature of the bidder was mailed prior to the closing time. The telegraphic communication should not reveal the bid price but should provide the additional or subtraction or other modification so that the final prices or terms will not be known by the Owner until the sealed bid is opened. If written confirmation is not received within two days from the closing time, no consideration will be given to the telegraphic modification.

5. Method of Bidding

The Owner invites the following bid(s): **Border Access Colonia Project Round III**
Grant No. 3C1080181
Colonia Saenz

6. Qualifications of Bidder

The Owner may make such investigations as he deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request, the Owner reserves the right to reject any bid if the eveidence submitted by, or investigation of, such bidder fails to satisfy the Owner that such bidder is properly qualified to carry out the obligations of the contract to complete the work contemplated therein. Conditional bids will not be accepted.

7. Bid Security

Each bid must be accompanied by certified check of the bidder, or a bid bond prepared on the form of bid bond attached hereto, duly executed by the bidder as principal and having as surety thereon a surety company approved by the Owner, in the amount of 5% of the bid. Such checks or bid bonds will be returned to all except the three lowest bidders within three days after the opening of bids, and the remaining checks, or bid bonds will be returned promptly after the Owner and the accepted bidder have executed the contract, or if no award has be made within 60 days after the date of the opening of bids, upon demand of the bidder at any time thereafter, so long as he has not been notified of the acceptance of his bid.

8. Liquidated Damages for Failure to enter into Contract

The successful bidder, upon his failure or refusal to execute and deliver the contract and bonds required within 10 days after he has received notice of the acceptance of his bid, shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security deposited with his bid.

9. Time of Completion and Liquidated Damages

Bidder must agree to commence on or before a date to be specified in a Written "Notice to Proceed" of the Owner and to fully complete the project within **90 consecutive calendar days** thereafter. Bidder must agree also to pay as liquidated damages, the sum of **$250 for each consecutive calendar day** thereafter as hereinafter provided in the General Conditions.

10. Condition of Work

Each bidder must inform himself fully of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of his obligation to furnish all material and labor necessary to carry out the provisions of his contract. Insofar as possible the contractor, in carrying out his work, must employ such methods or means as will not cause any interruption of or interference with work of any other contractor.

11. Addenda and Interpretations

No interpretation of the meaning of the plans, specifications or other pre-bid documents will be made to any bidder orally.

Every request for such interpretation should be in writing addressed to **Rodriguez Engineering Attn: Leo Rodriguez, P.E.-R.P.L.S., 200 S. Cage Boulevard, Pharr, Texas 78577** and to be given consideration must be received at least five days prior to the date fixed for the opening of bids. Any all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will mailed by certified mail with return receipt requested to all prospective bidders (at the respective addresses furnished for such purposes), not later than three days prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the contract documents.

12. Security for Faithful Performance

Simultaneously with his delivery of the executed contract; the contractor shall furnish a surety bond or bonds as security for faithful performance of this contract and for the payment of all persons performing labor on the project under this contract and furnishing materials in connection with this contract, as specified in the General Conditions included herein. The surety on such bond or bonds shall be a duly authorized surety company satisfactory to the Owner.

13. Power of Attorney

Attorney-in-fact who sign bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

14. Notice of Special Conditions

Attention is particularly called to those parts of the contract documents and specification which deal with the following;

a Inspection and testing of materials
b Insurance requirements
c Wage rates
d States allowances

15. Laws and Regulations

The bidder's attention is directed to the fact that all applicable State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

16. Method of Award – Lowest Qualified Bidder

If at the time this contract is to be awarded, the lowest base bid submitted by a responsible bidder does not exceed the amount of funds then estimated by the Owner as available to finance the contract the contract will be awarded on the base bid only. If such bid exceeds such amount, the Owner may reject all bids or may award the contract on the base bid combined with such deductible alternates applied in numerical order in which they are listed in the form of Bid, as produces a net amount which is within the available funds.

17. Obligation of Bidder

At the time of the opening of bids each bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the plans and contract documents (including all addenda). The failure or omission of any bidder to examine any form, instrument or document shall in no way relieve any bidder from any obligation in respect of his bid.

Supplement to Form HUD-4238-B®
INFORMATION FOR BIDDERS

18. SAFETY STANDARDS AND ACCIDENTS PREVENTION

With respect to all work performed under this contract, the contractor shall:

1 Comply with the safety standards provision of applicable laws, building and construction codes and the "Manual of Accident Prevention in Construction" published by the Associates General Contractors or America, the requirements of the Occupational Safety and Health Act of 1970 (Public Laws 91-596), and the requirements of Title 29 of the Code of Federal Regulations, Section 1518 as published in the "Federal Register", Volume 36, No 75, Saturday, April 17, 1971.

2 Exercise every precaution at all times for the prevention of accidents and the protection of persons (including employees) and property.

3 Maintain at his office or other well known place at the job site, all articles necessary for giving first aid to the injured, and shall make standing arrangements for the immediate removal to a hospital or a doctor's care of persons (including employee), whom may be injured on the job site. In no case shall employee be permitted to work at a job site before the employer has made a standing arrangement for removal of injured person to a hospital or a doctor's care.

SPECIAL PROVISIONS

1. The County of Hidalgo reserves the right to partially award the contract in order to meet the budget.

2. It shall be the Contractor's responsibility to locate underground utilities, whether shown or not shown on the drawings, sufficiently in advance of operations to preclude damage to same.

3. Water, sewer, or other utility serves shall not be interrupted. Any damages to existing utilities will be Contractor's responsibility.

4. In the event of damage to underground facilities, whether shown or not shown in the drawings, the Contractor shall make the necessary repairs to place the facilities back in service at no increase in the Contractors price and all such repairs shall conform to the requirements of the company or agency servicing the facility

5. The Contractor shall exercise extra care to prevent damage to all other structures in the area including, fence, roads, pipelines, utilities, etc., whether publicly or privately owned.

6. Until acceptance by the Engineer of any part or all of the construction, as provided for in the plans and these specifications, it shall be under the charge and care of the contractor, and he shall take every necessary precaution against injury or damage to any part of the work. The Contractor shall rebuild, repair, restore and make good, at his own expense, all injuries or damage to any portion of the work before its completion and acceptance.

7. In case the Contractor deems extra compensation is due him for proposed work not covered in the contract, the Contractor shall notify the Engineer in writing of his claim for such extra compensation before he begins the work. Failure on the part of the Contractor to give such notification shall constitute a waiver of claim for such extra compensation. The Contractor shall not proceed until a written Change Order is approved by the Owner, Engineer, and Contractor.

8. Prospective bidders should make a careful examination of the projects sites.

9. Contractor shall review his overall method and schedule of construction with the County Prior to construction for proper coordination of inspection.

10. No open trenches or excavation shall be left open overnight.

11. Adjustment of Sanitary Sewer Clean Out to be incidental to price bid for Flex Base.

12. Existing asphalt paving to be scarified and removed incidental to price bid for Right Of Way Preparation.

13. Relocation of all mailboxes to be considered incidental to price bid for Right of Way Preparation.

14. Construction of the drainage bar ditches along the roadway shall be considered incidental to price bid for Preparing Right of Way.

BID FORM

Company Name:	MJA Construction L.L.C
Signature:	
Printed Name:	Sonya A. Gonzalez

OPENED 9:48 2-16-2011 Witnessed

BID FORM

HIDALGO COUNTY PRECINCT NO. 1
BORDER COLONIA ACCESS PROJECT
CAP-09-XXX-XX-XX
ROAD AND DRAINAGE CONSTRUCTION FOR COLONIA SAENZ

BID ITEMS FOR ROAD CONSTRUCTION

TXDOT Item No.	Est Quantity	Unit	Item Description	Unit Bid Price In Words	Unit Price In Figures	Total Extension In Figures
PAVING						
100	5.79	STA	Preparing ROW	Onethousandfivehundred Dollars NO Cents	$ 1,500.00	$ 8,685.00
152	1690	SY	6" Road Grader Work (Dens Cont.) Subgrade	Three Dollars Fifty Cents	$ 3.50	$ 5,915.00
247	1690	SY	6" Flex Base (Compl in place) (TY D GR6 CL2)	Five Dollars Seventy Five Cents	$ 5.75	$ 9,717.50
310	338	GAL	ASPH Matrl (MC-30)	Eight Dollars Fifty Cents	$ 8.50	$ 2873.00
340	1550	SY	1 1/2" Hot Mix Asph Conc. Ty D	Nine Dollars NO Cents	$ 9.00	$ 13,950.00
500	1	LS	Mobilization	Five thousand Dollars NO Cents	$ 5,000.00	$ 5,000.00
502	1	MO	Barricades, Sign and Traffic Handling	Twothousand fivehundred Dollars NO Cents	$ 2,500.00	$ 2,500.00
					Roadway Subtotal	$ 48,640.50
DRAINAGE						
530	285	SY	Driveway (ASPH-CON-PAV) (PB-1)	Twenty Dollars NO Cents	$ 20.00	$ 5700.00
247	380	SY	Flex Base (Compl in place) (TY D GR6 CL4)	Five Dollars NO Cents	$ 5.00	$ 1900.00
556	280	LF	15" RCP Storm Drain Cl III	Twenty Four Dollars NO Cents	$ 24.00	$ 6720.00
506	63	LF	Temporary Sediment Control Fence (Installed)	Two Dollars NO Cents	$ 2.00	$ 126.00
506	63	LF	Temporary Sediment Control Fence (Remove)	ONE Dollars NO Cents	$ 1.00	$ 63.00
					Drainage Subtotal	$ 14,509.00
					Bid Total	$ 63,149.50

BIDDER/COMPANY NAME: M.J.A. Construction L.L.C

AUTHORIZED SIGNATURE: [signature]

PRINTED NAME: Sonya A. Gonzalez

TITLE: General Managing Partner

CONTINUATION OF BID PACKAGE

The undersigned **Bidder** agrees to commence work after written notice to commence work and to substantially complete the work on which he has bid **90 calendar days** as provided in Article 18 of the General Conditions of the Agreement.

Enclosed with this Proposal is a Cashier's check or Certified Check for _____ Dollars (_____) or a Bid Bond in the Sum of Sixty four thousand Dollars ($64,000.00), which is agreed shall be collected and retained by the **Owner** under the Conditions hereof within ten (10) days after the date this proposal is accepted; then otherwise the said bond or check shall be returned to the undersigned upon demand.

Receipts of the following Addenda on these dates shown is acknowledged:

	DATE	ACKNOWLEDGE		DATE	ACKNOWLEDGE
#1			#2		
#3			#4		

Respectfully submitted,

M.J. A Construction L.L.C
Name of Firm

By: [signature] 2-14-11
Signature Date

MANAGING General Partner
Title

THIS PROPOSAL MUST BE SIGNED BY AN OFFICER OR REPRESENTATIVE DULY AUTHORIZED BY THE BIDDER

3100 Hackberry Ave
Address

Mission, Tx. 78574

956-279-6610
Telephone Number

(Seal, if Bid is by a Corporation)

Attest: _____

Company Name:	M.J. A Construction L.L.C
Signature:	[signature]
Printed Name:	Sonya A. Gonzalez

CNA SURETY

PO Box 5077 Sioux Falls SD 57117-5077

1-800-331-6053
Fax 1-605-335-0357
www.cnasurety.com

DATE: February 15, 2011 AGENT CODE: 42-25631

ATTENTION: Aziz Showery Number of Pages: 5

RE: Bond 71063213 - M J A Construction, LLC

Border Access Colonia Project, Hidalgo County Precinct #1
5%
Contract Amount: $64,000.00
Company Code: 601 - Western Surety Company

Thank you for placing this business with CNA Surety.

Please execute the requested bond(s) by using the documents sent with this fax. Sign the bond(s) and attach a gold colored seal from your Western Surety Company kit to each bond issued. We ask that you assign the above bond number.

If the obligee has their own bond form that we have reviewed, you will only receive a Power of Attorney and an Acknowledgment of Surety, unless you request otherwise. Please send us a copy of the completed bond(s) for our file.

***The premium on a bid bond is fully earned.

****Please advise us of the bid results as soon as they are available. Please complete and fax us the following:

Contract Price: $_____
Contract Date: _____
Next two lowest bidders: $_____
$_____
Low Bidder? ☐ Yes ☐ No
Do you want us to issue the final bond? ☐ Yes ☐ No

Premium: $0.00
Commission Percentage: 22.0
Effective: February 16, 2011

**IMPORTANT NOTICE AND REMINDER: Approval of the requested Bid Bond is NOT an approval of any final or other bonds that may be requested by this principal. Further, the Bid Bond approval is limited to the contract amount approved by the underwriter. If the anticipated bid exceeds this amount, you must contact the underwriter at 800-331-6053 to inquire about specific approval before filing the bid. Failure to receive approval could result in declination of any subsequent performance and payment bond(s) requested. Furthermore, we reserve the right to decline any bond for any reason per the terms of the General Indemnity Agreement, and shall not be liable to the principal or any person or entity for such declination.

Business Services

HIDALGO COUNTY PRECINCT #1 BORDER ACCESS COLONIA PROJECT

BID BOND Bond No. 71063213

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned _____

M J A Construction, LLC as Principal, and _____

WESTERN SURETY COMPANY as Surety, are hereby held and firmly bound

unto County of Hidalgo, Precinct #1 as OWNER in the penal sum of _____

Five Percent of Amount Bid (5% of amount bid) _____

for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this 16th day of February, 20 11.

The condition of the above obligation is such that whereas the Principal has submitted to _____

County of Hidalgo, Precint #1 a certain BID, attached hereto and hereby made a part hereof to enter into a contract in writing for the

Border Access Colonia Project, Hidalgo County Precinct #1

NOW, THEREFORE,

(a) If said Bid shall be rejected, or

(b) If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said BID) and Shall furnish a BOND for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID, then, this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation is herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

M J A Construction, LLC

_____ (L.S.)
Principal

WESTERN SURETY COMPANY
Surety

By: _____
Aziz Showery Attorney in Fact

IMPORTANT – Surety companies executing BONDS must appear on the Treasury Department's most current list (circular 570 as amended) and be authorized to transact business in the state where the project is located.

ACKNOWLEDGMENT OF SURETY
(Attorney-in-Fact)

STATE OF Texas }
COUNTY OF Hidalgo } ss

Bond No. 71063213

On this 15th day of February, 2011, before me, a notary public in and for said County, personally appeared Aziz Showery to me personally known and being by me duly sworn, did say, that he is the Attorney-in-Fact of WESTERN SURETY COMPANY, a corporation of Sioux Falls, South Dakota, created, organized and existing under and by virtue of the laws of the State of South Dakota, that the said instrument was executed on behalf of the said corporation by authority of its Board of Directors and that the said Aziz Showery acknowledges said instrument to be the free act and deed of said corporation and that he has authority to sign said instrument without affixing the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal at McAllen, Texas, the day and year last above written.

My commission expires March 3, 2012

Notary Public

Form 106-4-2000

MARISSA SANDOVAL
Notary Public, State of Texas
My Commission Expires
MARCH 3, 2012

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

CONSTRUCTION CONTRACT
C-CAP-11-057-04-05

This Agreement, entered into this 5TH day of **April, 2011**, by and between Hidalgo County, (hereinafter called the "OWNER," and **MJA CONSTRUCTION, LLC.** (a Texas corporation), of County of Hidalgo, and State of Texas, hereinafter called "CONTRACTOR".

WITNESSETH:

That for and in consideration of the payments and agreement hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the construction described follows:

"ROAD AND DRAINAGE CONSTRUCTION FOR COLONIA SAENZ SUBDIVISION"

Hereinafter called the project, for the sum of **SIXY-THREE THOUSAND ONE HUNDRED FORTY-NINE DOLLOARS AND FIFTY CENTS ($63,149.50)** and all extra work in connection therewith under the terms and stated in the General and Special Conditions of the Contract; and at his (its or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in Proposal, the General conditions and Special Conditions printed or written explanatory matter thereof, the specifications and contract documents therefore as prepared by **Rodriguez Engineering**, entitled the Architect/Engineer, and as enumerated in Paragraph 1.01.A.12 of the General Conditions, all of which are made a part hereof and collectively evidence and constitute the contract.

The CONTRACTOR hereby agrees to commence work under this contract on or after a date to be specified in written "Notice to Proceed" of the OWNER and to fully complete the project within **90 consecutive calendar days thereafter**. The CONTRACTOR further agrees to pay, as liquidated damages, the sum of **$250.00** for each consecutive calendar day thereafter.

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the contract, subject to additions and deductions, as provided in the General Conditions of the contract, and to make payments on account thereof as provided in Paragraphs 14.02.C and 14.07.C of the General Conditions.

IN WITNESS WHREOF, the parties to these present have executed this contract in four (4) counterparts, each of which shall be deemed an original, in year and day first above mentioned.

APPROVED BY COMMISIONERS COURT ON, _____, 2011.

CONTRACTOR: _____
Print Name & Title: Sonya A. Gonzalez
Name of Firm: M.J.A. Construction L.L.C.

Address: 3100 Hackberry Ave.
Mission, Texas 78574
Fed I.D. #/SS #: 20-2541347

STATE OF TEXAS

COUNTY OF HIDALGO

This instrument was acknowledged before me on this the 4th day of May, 2011

2011, by General Managing Member Of and on behalf of M.J.A Construction L.L.C.
(Title) (A corporation)

Marie S Garcia
Notary Public-Signature

APPROVED AS TO FORM:
Atlas & Hall, L.L.P.
800 Pecan
McAllen, Texas 78504

BY: _____

SIGN HERE

NOTARY PUBLIC STATE OF TEXAS
Marie S Garcia
My Commission Expires
02/23/2014

ATTEST:

Arturo Guajardo, Jr., County Clerk

COUNTY OF HIDALGO:

Ramon Garcia, County Judge

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of Texas)

County of Hidalgo)

Sonya A. Gonzalez, being first duly sworn, deposes and says that:

(1) He is General Managing Partner, of MJA Construction L.L.C, the Bidder that has submitted the attached Bid;

(2) He is fully informed respecting the preparation and contents of this attached bid and of all pertinent circumstances respecting such bid;

(3) Such bid is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representative:, employees or parties in interest, including this affiant, has in any way colluded, conspired a collusive or sham Bid in connection with the Contract for which the attaché Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication of conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Owner or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) Sonya A. Gonzalez

General Managing Partner
(Title)

Subscribed and sworn to before me on this 15

Day of February, 2011

Letty Bazan
Title

LETTY BAZAN
Notary Public
STATE OF TEXAS
My Comm. Exp. Nov. 22, 2012

Western Surety Company

POWER OF ATTORNEY - CERTIFIED COPY

Bond No. 71063213

Know All Men By These Presents, that WESTERN SURETY COMPANY, a corporation duly organized and existing under the laws of the State of South Dakota, and having its principal office in Sioux Falls, South Dakota (the "Company"), does by these presents make, constitute and appoint Aziz Showery

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred, to execute, acknowledge and deliver for and on its behalf as Surety, bonds for:

Principal: M J A Construction, LLC

Obligee: County of Hidalgo Precinct #1

Amount: $500,000.00

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the Senior Vice President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said attorney(s)-in-fact may do within the above stated limitations. Said appointment is made under and by authority of the following bylaw of Western Surety Company which remains in full force and effect.

"Section 7. All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

All authority hereby conferred shall expire and terminate, without notice, unless used before midnight of May 16, 2011, but until such time shall be irrevocable and in full force and effect.

In Witness Whereof, Western Surety Company has caused these presents to be signed by its Senior Vice President, Paul T. Bruflat, and its corporate seal to be affixed this 16th day of February, 2011.

WESTERN SURETY COMPANY

Paul T. Bruflat

Paul T. Bruflat, Senior Vice President

WESTERN SURETY COMPANY CORPORATE SEAL SOUTH DAKOTA

STATE OF SOUTH DAKOTA }
COUNTY OF MINNEHAHA } ss

On this 16th day of February, in the year 2011, before me, a notary public, personally appeared Paul T. Bruflat, who being to me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.

D. KRELL NOTARY PUBLIC SOUTH DAKOTA SEAL SEAL

D. Krell

Notary Public - South Dakota

My Commission Expires November 30, 2012

I the undersigned officer of Western Surety Company, a stock corporation of the State of South Dakota, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable, and furthermore, that Section 7 of the bylaws of the Company as set forth in the Power of Attorney is now in force.

In testimony whereof, I have hereunto set my hand and seal of Western Surety Company this 16th day of February, 2011.

WESTERN SURETY COMPANY

Paul T. Bruflat

Paul T. Bruflat, Senior Vice President

Form F5306-9-2006

EXECUTED IN SIX

PAYMENT BOND

(To be used in Texas under V.A.T.S. 5160)

COUNTY OF HIDALGO
THE STATE OF TEXAS

BOND # 71092876

KNOW ALL MEN BY THESE PRESENTS: That we (1) MJA CONSTRUCTION, LLC, a (2) LIMITED LIABILITY COMPANY, hereinafter called Principal and (3) WESTERN SURETY COMPANY of SIOUX FALLS, SOUTH DAKOTA, hereinafter called the Surety, are held and firmly bound unto (4) COUNTY OF HIDALGO of EDINBURG, TEXAS, hereinafter called Owner, and unto all persons, firms, and corporations who may furnish materials for, or perform labor upon the building or improvements hereinafter referred to the penal sum of SIXTY THREE THOUSAND ONE HUNDRED FORTY NINE AND 50/100 ($ 63,149.50) Dollars in lawful money of the United States to be paid in (5) HIDALGO COUNTY, TEXAS, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly be these presents.

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal entered into a certain contract with (6) COUNTY OF HIDALGO, the Owner, dated the 5TH day of APRIL, A.D. 2011, a copy of which is hereto attached and made a part hereof for the construction of:

HIDALGO COUNTY PRECINCT #1 BORDER ACCESS COLONIA PROJECT
ROAD AND DRAINAGE CONSTRUCTION FOR COLONIA SAENZ

These footnotes refer to numbers in body of contract above:

Date of Bond must not be prior to date of contract
(1) Correct name of Contractor
(2) A Corporation, a Partnership or an Individual, as case may be
(3) Correct name of Surety
(4) Correct name of Owner
(5) County and State
(6) Owner

NOW, THEREFORE, the condition of this obligation is such that, if the -1- Principal shall promptly make payment to all claimants as defined in Article 5160 Revised Civil Statutes of Texas, 1925, as amended by House Bill 344, Act 56th Legislature, Regular Session, 1925 effective April 27, 1959, supplying labor and materials in the prosecution of the work provided for in said Contract, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

This bond is made and entered into solely for the prosecution of all claimants supplying labor and material in the prosecution of the work provided for in said Contract, and all such claimants shall have a direct right of action under the bond as provided in Article 5160, Revised Civil Statutes 1925, as amended by House Bill 344, Acts 56th Legislature, Regular Session, 1959

PROVIDED FURTHER, that if any legal action be filed upon this bond, venue shall lie in Hidalgo County, State of Texas, and that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specification accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

PROVIDED FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in six counterparts, each one of which shall be deemed an original, this the 12th day of April, A.D., 20 11.

ATTEST:

(Principal) Secretary

(Seal)

Witness as to Principal

(Address)

Principal M J A Construction, LLC

By

3100 Hackberry Ave.
Mission, TX 78574

(Address)

Telephone Number: (956)279-6610

WESTERN SURETY COMPANY

Surety

ATTEST: E. Whelden, Ass't. Sec.

(Surety) Secretary

(Seal)

Witness as to Surety

333 South Wabash Ave., 41st Fl
Chicago, IL 60604

(Address)

By C. Goodrich, Ass't. Sec.

333 South Wabash Ave., 41st Fl
Chicago, IL 60604

(Address)

NOTE: If Contractor is partnership all Partners should execute bond

Telephone Number: (605)336-0850

ACKNOWLEDGMENT OF SURETY
(Corporate Officer)

STATE OF SOUTH DAKOTA
County of Minnehaha } SS

On this 12th day of April, 2011, before me, a Notary Public in and for said County, personally appeared C. Goodrich, Ass't. Sec. personally known to me, who being by me duly sworn, did say that he is the aforesaid officer of WESTERN SURETY COMPANY, a corporation duly organized and existing under the laws of the State of South Dakota, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that the said instrument was signed, sealed and executed on behalf of said corporation by authority of its Board of Directors, and further acknowledge that the said instrument and the execution thereof to be the voluntary act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last above written.

My commission expires D. OBR
My Commission Expires 6-22-2013

Notary Public

Form 103-12-98

PROVIDED FURTHER, that if any legal action be filed upon this bond, venue shall lie in Hidalgo County, State of Texas, and that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specification accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

PROVIDED FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in six counterparts, each one of which shall be deemed an original, this the 12th day of April, A.D., 20 11.

ATTEST:

(Principal) Secretary

(Seal)

Witness as to Principal

(Address)

Principal M J A Construction, LLC

By

3100 Hackberry Ave.
Mission, TX 78574

(Address)

Telephone Number: (956)279-6610

WESTERN SURETY COMPANY

Surety

ATTEST: E. Whelden, Ass't. Sec.

(Surety) Secretary

(Seal)

Witness as to Surety

333 South Wabash Ave., 41st Fl
Chicago, IL 60604

(Address)

By C. Goodrich, Ass't. Sec.

333 South Wabash Ave., 41st Fl
Chicago, IL 60604

(Address)

NOTE: If Contractor is partnership all Partners should execute bond

Telephone Number: (605)336-0850

ACKNOWLEDGMENT OF SURETY
(Corporate Officer)

STATE OF SOUTH DAKOTA
County of Minnehaha } SS

On this 12th day of April, 2011, before me, a Notary Public in and for said County, personally appeared C. Goodrich, Ass't. Sec. personally known to me, who being by me duly sworn, did say that he is the aforesaid officer of WESTERN SURETY COMPANY, a corporation duly organized and existing under the laws of the State of South Dakota, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that the said instrument was signed, sealed and executed on behalf of said corporation by authority of its Board of Directors, and further acknowledge that the said instrument and the execution thereof to be the voluntary act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last above written.

My commission expires D. OBR
My Commission Expires 6-22-2013

Notary Public

Form 103-12-98

PAYMENT BOND FORM

_____ _____
(Individual Principal)

_____ _____
(Address) (Business Address)
Telephone Number:_____ Telephone Number:_____

_____
(Corporate Principal)

_____
(Business Address) (Affix Corporate SEAL)
Telephone Number:_____
BY_____

_____ _____
ATTEST:

_____
(Business Address) (Affix Corporate SEAL)

BY_____
Telephone Number:_____

CERTIFICATES AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the _____ Secretary of the corporation named as Principal in the within bond; that _____, who signed the said bond on behalf of the Principal was then _____ of said corporation; and I know his signature, and his signature thereto is genuine; and that said bond was duly signed, sealed, and attested for and in behalf of said corporation by authority of its governing body.

_____
(TITLE)
DATE_____ _____
(AFFIX CORPORATE SEAL)

Telephone Number:_____

The rate of premium on this bond is _____ per thousand. Total amount of premium charge $_____.
(The above must be filled in by corporate surety.) (Power-of-Attorney of person signing for surety company must be attached.)

Western Surety Company

POWER OF ATTORNEY - CERTIFIED COPY

Bond No. 71092876

Know All Men By These Presents, that WESTERN SURETY COMPANY, a corporation duly organized and existing under the laws of the State of South Dakota, and having its principal office in Sioux Falls, South Dakota (the "Company"), does by these presents make, constitute and appoint C. Goodrich

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred, to execute, acknowledge and deliver for and on its behalf as Surety, bonds for:

Principal: M J A Construction, LLC

Obligee: County of Hidalgo

Amount: $500,000.00

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the Senior Vice President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said attorney(s)-in-fact may do within the above stated limitations. Said appointment is made under and by authority of the following bylaw of Western Surety Company which remains in full force and effect.

"Section 7. All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

All authority hereby conferred shall expire and terminate, without notice, unless used before midnight of July 30, 2011, but until such time shall be irrevocable and in full force and effect.

In Witness Whereof, Western Surety Company has caused these presents to be signed by its Senior Vice President, Paul T. Bruflat, and its corporate seal to be affixed this 12th day of April, 2011.

WESTERN SURETY COMPANY

Paul T. Bruflat

Paul T. Bruflat, Senior Vice President

WESTERN SURETY COMPANY CORPORATE SEAL SOUTH DAKOTA

STATE OF SOUTH DAKOTA } ss
COUNTY OF MINNEHAHA }

On this 12th day of April, in the year 2011, before me, a notary public, personally appeared Paul T. Bruflat, who being to me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.

D. KRELL
SEAL NOTARY PUBLIC SOUTH DAKOTA SEAL

D. Krell

Notary Public - South Dakota

My Commission Expires November 30, 2012

I the undersigned officer of Western Surety Company, a stock corporation of the State of South Dakota, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable, and furthermore, that Section 7 of the bylaws of the Company as set forth in the Power of Attorney is now in force.

In testimony whereof, I have hereunto set my hand and seal of Western Surety Company this 12th day of April, 2011.

WESTERN SURETY COMPANY

Paul T. Bruflat

Paul T. Bruflat, Senior Vice President

Form F5306-9-2006

EXECUTED IN SIX

PERFORMANCE BOND
(To be used in Texas under V.A.T.S. 5160)

COUNTY OF HIDALGO BOND NO.71092876

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS: That we (1) MJA CONSTRUCTION,LLC , a (2) LIMITED LIABILITY COMPANY OF MISSION, TEXAS hereinafter called Principal and (3) WESTERN SURETY COMPANY of SIOUX FALLS , State of SOUTH DAKOTA ,hereinafter called the Surety, are held and firmly bound unto (4) COUNTY OF HIDALGO of EDINBURG, TEXAS , hereinafter called Owner, in the penal sum of SIXTY THREE THOUSAND ONE HUNDRED FORTY NINE AND 50/100 ($ 63,149.50) Dollars in lawful money of the United States to be paid in (5) HIDALGO COUNTY, TEXAS , for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly be these presents.

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal entered into a certain contract with (6) COUNTY OF HIDALGO the Owner, dated the 5TH day of APRIL , A.D. 2011 , a copy of which is hereto attached and made a part hereof for the construction of:

HIDALGO COUNTY PRECINCT #1 BORDER ACCESS COLONIA PROJECT
ROAD AND DRAINAGE CONSTRUCTION FOR COLONIA SAENZ
hereinafter called the "Work").

These footnotes refer to the numbers in body of contract above:

Date of Bond must not be prior to date of contract
(1) Correct name of Contractor
(2) A Corporation, a Partnership or an Individual, as case may be
(3) Correct name of Surety
(4) Correct name of Owner
(5) County and State
(6) Owner

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform the work in accordance with the plans, specifications, and contract documents during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED FURTHER, that if any legal action be filed upon this bond, venue shall lie in Hidalgo County, State of Texas, and that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the

work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alternation or addition to the terms of the contract or to the work or to the specifications.

IN WITNESS WHEREOF, this instrument is executed in six counterparts, each one of which shall be deemed an original, this the 12th day of April, 2011. A.D.

ATTEST:

(Principal) Secretary

(Seal)

Witness as to Principal

(Address)

Principal M J A Construction, LLC

By

3100 Hackberry Ave.

(Address) Mission, TX 78574

Telephone Number: (956)279-6610

ATTEST: E. Whelden, Ass't. Sec.

(Surety) Secretary

(Seal)

M. Bugg

Witness as to Surety

333 South Wabash Ave., 41st Fl
Chicago, IL 60604

(Address)

WESTERN SURETY COMPANY

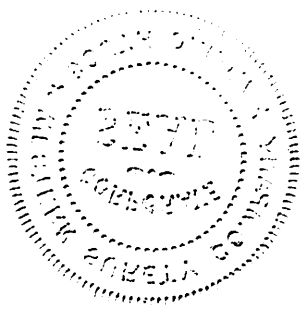
By C. Goodrich, Ass't. Sec.

333 South Wabash Ave., 41st Fl

(Address) Chicago, IL 60604

Telephone Number: (605)336-0850

NOTE: If Contractor is a partnership, all partners should execute bond.



PERFORMANCE-PAYMENT BOND FORM

_____ _____
(Individual Principal)

_____ _____
(Address) (Business Address)
Telephone Number:_____ Telephone Number:_____

_____
(Corporate Principal)

_____
(Business Address) (Affix Corporate SEAL)
Telephone Number:_____
BY_____

_____ _____
ATTEST:

_____
(Business Address) (Affix Corporate SEAL)

BY_____
Telephone Number:_____

CERTIFICATES AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the _____ Secretary of the corporation named as Principal in the within bond; that _____, who signed the said bond on behalf of the Principal was then _____ of said corporation; and I know his signature, and his signature thereto is genuine; and that said bond was duly signed, sealed, and attested for and in behalf of said corporation by authority of its governing body.

_____
(TITLE)
DATE_____ _____
(AFFIX CORPORATE SEAL)

Telephone Number:_____

The rate of premium on this bond is _____ per thousand. Total amount of premium charge $_____.
(The above must be filled in by corporate surety.) (Power-of-Attorney of person signing for surety company must be attached.)

EXHIBIT "C"
Insurance Requirements

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

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

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

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

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

Insurance Requirement Acknowledgment

I, Sonya A. Gonzalez, authorized representative for MJA Construction L.L.C,
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: $ 500,000.00 General Liability: $ 500,000.00

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

Authorized Representative

2-14-11
Date

Notice to Bidder:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

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

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, Sonya A Gonzalez / MJA Construction LLC, possess all of the APPLICABLE:

1. Licenses: _____.
2. Bonds: Bid Bond No. 71063213.
3. Certificates: Comm. General Liability No. TXG317277 Auto Liability No. TXA506860
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

2-14-11
Date

MJA Construction L.L.C.
Company

3100 Hackberry Ave.
Address

Mission, Texas 78574
City, State, Zip

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/11/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. 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).

PRODUCER	CONTACT NAME: Jesse Trevino
Jesse Trevino Insurance Agency, Inc. 914 N. Main St. Suite 4-A McAllen TX 78501-	PHONE (A/C, No, Ext): (956) 687-7271 FAX (A/C, No): (956) 687-3634 E-MAIL ADDRESS: tjstins1959@aol.com PRODUCER CUSTOMER ID #:
INSURED MJA CONSTRUCTION, L.L.C 3100 Hackberry Ave. Mission TX 78574-	INSURER(S) AFFORDING COVERAGE / NAIC # INSURER A : Hallmark Specialty Ins. Co. INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC			TXG317277	12/29/2010	12/29/2011	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 500,000 $ 100,000 $ 5,000 $ 500,000 $ 500,000 $ 500,000
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DEDUCTIBLE RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Road and Drainage Construction of Colonia Saenz

CERTIFICATE HOLDER

( ) - ( ) -

Hidalgo County
2812 S. Hwy. Bus. 281
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/14/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. 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).

PRODUCER
Showery Insurance
1321 W. Pecan Blvd. Suite A
McAllen, TX 78501

CONTACT NAME: AZIZ SHOWERY
PHONE (A/C, No, Ext): 956-668-0212 FAX (A/C, No): 956-668-0222
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: SERVICE LLOYDS INSURANCE CO.	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
MJA CONSTRUCTION, LLC
3100 HACKBERRY AVE
MISSION, TX 78574
956-279-6100

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (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	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
								$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			SRZC23622-11	02/09/2011	02/09/2012	WC STATU-TORY LIMITS ☒ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☒ Y	N/A					E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
STREET OR ROAD CONSTRUCTION: ALL OPERATIONS AND DRIVERS

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

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/13/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER
Myron F. Steves & Company
6800 Park Ten Blvd., Suite 160-S
San Antonio, TX 78213

CONTACT NAME:
PHONE A/C. No Ext:
FAX A/C. No Ext:
E-MAIL ADDRESS:
PRODUCER CUSTOMER ID#:

INSURED
MJA Construction.LLC
3100 Hackberry Ave
Mission, TX 78574

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Hallmark County Mutual	
INSURER B:	Amended	
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC						EACH OCCURRENCE	$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL ADV INJURY	$
							GENERAL AGGREGATE	$
							PRODUCTS - COMP/OP AGG	$
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☑ SCHEDULED AUTOS ☑ HIRED AUTOS ☑ NON-OWNED AUTOS ☐	Y	N	TXA506860	02/09/2011	02/09/2012	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (PER ACCIDENT)	$
								$
								$
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DEDUCTIBLE ☐ RETENTION						EACH OCCURRENCE	$
							AGGREGATE	$
								$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N ☐	N/A					WC STATU-TORY LIMITS / OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
								$
								$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Road and Drainage Construction of Colonial Saenz
Certificate Holder is listed as an Additional Insured but only with respects to the Named Insured's business operations.
Eff: 05-13-11

CERTIFICATE HOLDER

Hidalgo County
2812 S. Business Hwy 281
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE Fred Steves

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AGENCY CUSTOMERID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
SHOWERY INSURANCE/MYRON STEVES & CO.	MJA CONSTRUCTION, LLC
POLICY NUMBER	
TXA506860	3100 HACKBERRY AVE
CARRIER / NAIC CODE	MISSION, TX 78574
HALLMARK COUNTY MUTUAL	EFFECTIVE DATE: 02/09/2011

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

SCHEDULE OF COVERED AUTOS:

1. 1999 FORD CREW CAB TRUCK #1FTWW32F2XEA16273 WITH ATTACHED TRAILER

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ACORD

CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
	INSURERS AFFORDING COVERAGE
INSURED	INSURER A:
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐☐ CLAIMS MADE OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED (Any one person)	$
					PERS & ADV INJURY	$
					AL AGGREGATE	$
					ODUCTS – COMP/OP GG	$
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS ☐ _____				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT	$
					OTHER THAN AUTO ONLY EA ACC	$
					AGG	$
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CL ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURENCE	$
					AGGREGATE	$
						$
						$
						$
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**				WC STATU- ☐ OTHER TORY LIMITS	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
	OTHER					

SAMPLE

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

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER: _____ CANCELLATION
Hidalgo County **Attn: Purchasing Department** **2812 S Highway Bus. 281** **Edinburg, Texas 78539**	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL ***30*** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

GENERAL CONDITIONS OF THE AGREEMENT

1. GENERAL

It is the intent of these instructions, plans and specifications to provide guidance for the construction of this project.

2. REGULATIONS AND DISCREPANCIES

All applicable laws, ordinances, policy, rules, regulations and other directives of all authorities having jurisdiction over the projects shall apply to the contract throughout and will be deemed to be included in the contract the same as those written out in full. Discrepancies between regulations or conflicting parts of the Specifications shall be brought to the attention of an clarified by the Engineer before proceeding with any work. Proceeding with affected work without instructions from the Engineer can result in the Contractor being responsible for taking the necessary steps to insure the work conforms to the governing regulation.

3. ENGINEER

Whenever the work "ENGINEER" is used in this contract with reference to the preparation of plans, specifications, and contract documents, it shall be understood as referring to the firm **Rodriguez Engineering**.

4. INTERPRETATION OF PHRASES

Whenever the words "Directed", "Required", "Permitted", "Designated", "Considered Necessary", "Prescribed", or words of like importance are used, it shall be understood that the direction, requirements, permission, order, designation or prescription, of the ENGINEER is intended and similarly, the words "Approval", "Acceptable", "Satisfactory", or words of like importance shall mean approved by or acceptable of satisfactory to the ENGINEER. The preceeding to the contrary notwithstanding, Engineer's approval or acceptance of the work shall by advisory to OWNER, and shall not bind the OWNER to accept or approve the same.

Whenever, in the specifications or drawings accompanying this agreement, the terms or description of various qualities relative to finish, workmanship, or other qualities of similar kind which cannot,, from their nature, be specifically and clearly described and specified, but are necessarily described in general terms, then, in all such cases, any question of the fulfillment of said specifications shall be decided by the ENGINEER, and said work shall be done in accordance with his interpretations of the meaning of the words, terms, or clauses defining the character of the work.

Title 29 - LABOR

Subtitle A - Office of the Secretary of Labor

PART 3 - CONTRACTORS AND SUBCONTRACTORS ON PUBLIC BUILDING OR PUBLIC WORK FINANCED IN WHOLE OR IN PART BY LOANS OR GRANTS FROM THE UNITED STATES

Sec.

3.1 Purpose and scope
3.2 Definitions
3.3 Weekly statement with respect to payment of wages
3.4 Submission of weekly statements and the preservation and inspection of weekly payroll records.
3.5 Payroll deductions permissible without application to or approval of the Secretary of Labor.
3.6 Payroll deductions permissible with the approval of the Secretary of Labor.
3.7 Applications for the approval of the Secretary of Labor
3.8 Action by the Secretary of Labor upon applications.
3.9 Prohibited payroll deductions.
3.10 Methods of payment of wages.
3.11 Regulations part of contract.

AUTHORITY: The provisions of this Part 3 issued under R.S. 16 1, sec. 2, 48 Stat. §48; Reorg. Plan No. 14 of 1950, 64 Stat. 1267, 5 U.S.C. Appendix; 5 U.S.C. 301; 40 U.S.C. 276c.

SOURCE: The provisions of this Part 3 appear at 29 F.R. 97, Jan. 4, 1964, unless otherwise noted.

Section 3.1 Purpose and Scope.

This part prescribes "anti-kickback" regulations under section 2 of the Act of June 13, 1934, as amended (40 U.S.C. 276c), popularly known as the Copeland Act. This part applies to any contract which is subject to Federal wage standards and which is for the construction, prosecution, completion, or repair of public buildings, public works or buildings or works financed in whole or in part by loans or grants from the United States. The part is intended to aid in the enforcement of the minimum wage provisions of the Davis-Bacon Act and the various statutes dealing with Federally assisted construction that contain similar minimum wage provisions, including those provisions which are not subject to Reorganization Plan No. 14 (e.g., the College Housing Act of 1950, the Federal Water Pollution Control Act, and the Housing Act of 1959), and in the enforcement of the overtime provisions of the Contract Work Hours Standards Act whenever they are applicable to construction work. The part details the obligation of contractors and subcontractors relative to the weekly submission of statements regarding the wages paid on work covered thereby; sets forth the circumstances and procedures governing the making of payroll deductions from the wages of those employed on such work; and delineates the methods of payment permissible on such work.

Section 3.2 Definitions.

As used in the regulations in this part:

(a) The terms "building" or "work" generally include construction activity as distinguished from manufacturing, furnishing of materials, or servicing and maintenance work. The terms include, without limitation, buildings, structures, and improvements of all @s, such as bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, powerlines, pumping stations, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, and canals; dredging, shoring, scaffolding, drilling, blasting, excavating, clearing, and landscaping. Unless conducted in connection with and at the site of such a building or work as is described in the foregoing sentence, the manufacture or furnishing of materials, articles, supplies, or equipment (whether or not a Federal or State agency acquires title to such materials,

articles, supplies, or equipment during the course of the manufacture or furnishing, or owns the materials from which they are manufactured or furnished) is not a "building" or "work" within the meaning of the regulations in this part.

(b) The terms construction," 4; prosecution," @'completion," or repair" mean all types of work done on a particular building or work at the site thereof, including, without limitation, altering, remodeling, painting and decorating, the transporting of materials and supplies to or from the building or work by the employees of the construction contractor or construction subcontractor, and the manufacturing or furnishing of materials, articles, supplies, or equipment on the site of the building or work, by persons employed at the site by the contractor or subcontractor.

(c) The terms "public building" or "public work" include building or work for whose construction, prosecution, completion, or repair, as defined above, a Federal agency is a contracting party, regardless of whether title thereof is in a Federal agency.

(d) The term "building or work financed in whole or in part by loans or grants from the Unites States" includes building or work for whose construction, prosecution, completion, or repair, as defined above, payment or part payment is made directive or indirectly from funds provided by loans or grants by a Federal agency. The term includes building or work for which the Federal assistance granted is in the form of loan guarantees or insurance.

(e) Every person paid by a contractor or subcontractor in any manner for his labor in the construction, prosecution, completion, or repair of a public building or public work or building or work financed in whole or in part by loans or grants from the United States is "employed" and receiving 44 wages," regardless of any contractual relationship alleged to exist between him and the real employer.

(f) The term "any affiliated person" includes a spouse, child, parent, or other close relative of the contractor or subcontractor; a partner or officer of the contractor or subcontractor; a corporation closely connected with the contractor or subcontractor as parent, subsidiary or otherwise, and an officer or agent of such corporation.

(g) The term "Federal agency" means the United States, the District of Columbia, and all executive departments, independent establishments, administrative agencies, and instrumentality's of the United States and of the District of Columbia, including corporations. all or substantially all of the stock of which is beneficially owned by the United States, by the District of Columbia, or any of the foregoing departments, establishments, agencies, and

(a) Each weekly statement required under §3.3 shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or instrumentality's.
(29 FR 97, Jan. 4, 1964, as amended at 33 FR 32575, Nov. 27, 1973)

Section 3.3 Weekly statement with respect to payment of wages.

(a) As used in this section, the term "employee" shall not apply to persons in classifications higher than that of laborer or mechanic and those who are the immediate supervisors of such employees.

(b) Each contractor or subcontractor engaged in the construction, prosecution, completion, or repair of any public building or public work, or building or work financed in whole or in part by loans or grants from the United States, shall furnish each week a statement with respect to the wages paid each of its employees engaged on work covered by 29 CFR Parts 3 and 5 during the preceding weekly payroll period. This statement shall be executed by the contractor or subcontractor or by an authorized officer of employee of the contractor or subcontractor who supervises the payment of wages, and shall be on form @ 348, "Statement of Compliance," or on an identical form on the back of @ 347, "Payroll (For Contractors Optional Use)" or on any form with identical wording. Sample copies of @ 347 and @ 348 may be obtained from the Government contracting or sponsoring agency, and copies of these forms may be purchased at the Government Printing Office.

(c) The requirements of this section shall not apply to any contract of $2,000 or less.

(d) Upon a written finding by the head of a Federal agency, the Secretary of Labor may provide reasonable limitations, variations, tolerances, and exemptions from the requirements of this section subject to such conditions as the Secretary of Labor may specify.
(29 F.R. 95, Jan. 4, 19(A, as ==tied at 33 F.R. 10186, July 17,1968)

Copeland Act Regulations

Section 3.4 Submission of weekly statements and the preservation and inspection of weekly payroll records.

State agency in charge at the site of the building or work, or if there is no representative of a Federal or State agency at the site of the building or work, the statement shall be mailed by the contractor or

subcontractor, within such time, to a Federal or State agency contracting for or financing the building or work. After such examination and check as may be made, such statement, or a copy thereof, shall be kept available, or shall be transmitted together with a report of any violation, in accordance with applicable procedures prescribed by the United States Department of Labor.

(b) Each contractor or subcontractor shall preserve his weekly payroll records for a period of three years from date of completion of the contract. The payroll records shall set out accurately and completely the name and address of each taborer and mechanic, his correct classification, rate of pay, daily and weekly number of hours worked, deductions made, and actual wages paid. Such payroll records shall be made available at all times for inspection by the contracting officer or his authorized representative, and by authorized representatives of the Department of Labor.

Section 3.5 Payroll deductions permissible without application to or approval of the Secretary of Labor.

Deductions made under the circumstances or in the situations described in the paragraphs of this section may be made without application to and approval of the Secretary of Labor:

(a) Any deduction made in compliance with the requirements of Federal, State, or local law, such as Federal or State withholding income taxes and Federal social security taxes.

(b) Any deduction of sums previously paid to the employee as a bona fide prepayment of wages when such prepayment is made without discount or interest. A "bona fide prepayment of wages" is considered to have been made only when cash or its equivalent has been advanced to the person employed in such manner as to give him complete freedom of disposition of the advanced funds.

(c) Any deduction of amounts required by court process to be paid to another, unless, the deduction is in favor of the contractor, subcontractor or any affiliated person, or when collusion or collaboration exists.

(d) Any deduction constituting a contribution on behalf of the person employed to funds established by the employer or representatives of employees, or both, for the purpose of providing either from principal or income, or both, medical or hospital care, pensions, or annuities on retirement, death benefits, compensation for injuries, illness, accidents, sickness,

(k) Any deduction for the cost of safety equipment of nominal value purchased by the

or disability, or for insurance to provide any of the foregoing, or unemployment benefits, vacation pay, savings accounts, or similar payments for the benefit of employees, their families and dependents: Provided, however, That the following standards are met: (1) The deduction is not otherwise prohibited by law; (2) it is either: (i) Voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of or for the continuation of employment, or (ii) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees; (3) no profit or other benefit is otherwise obtained, directly or indirectly, by the contractor or subcontractor or any affiliated person in the form of commission, dividend, or otherwise; and (4) the deductions shall serve the convenience and interest of the employee. (e) Any deduction contributing toward the purchase of United States Defense Stamps and Bonds when voluntarily authorized by the employee.

(f) Any deduction requested by the employee to enable him to repay loans to or to purchase shares in credit unions organized and operated in accordance with Federal and State credit union statutes.

(g) Any deduction voluntarily authorized by the employee for the making of contributions to

governmental or quasi-governmental agencies, such as the American Red Cross.

(h) Any deduction voluntarily authorized by the employee for the making of contributions to Community Chests, United Givers Funds, and similar charitable organizations.

(i) Any deductions to pay regular union initiation fees and membership dues, not including fines or special assessments: Provided, however, That a collective bargaining agreement between the contractor or subcontractor and representatives of its employees provides for such deductions and the deductions are not otherwise prohibited by law.

0) Any deduction not more than for the "reasonable cost" of board, lodging, or other facilities meeting the requirements of section 3(m) of the Fair Labor Standards Act of 1938, as amended, and Part 531 of this title. When such a deduction is made the additional records required under §516.27(a) of this title shall be kept.

employee as his own prope@ for his personal protection in his work, such as safety shoes, safety

glasses, safety gloves, and hard hats, if such equipment is not required by law to be furnish by the employer, if such deduction is not violative of the Fair Labor Standards Act or prohibited by other law, if the cost on which the deduction is based does not exceed the actual cost to the employer where the equipment is purchased from him and does not include any direct or indirect monetary return to the employer where the equipment is purchased from a third person, and if the deduction is either (1) voluntarily consented to be the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of employment or its continuance; or (2) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees.
(36 F.R. 9770, May 28,1971.)

Section 3.6 Payroll deductions permissible with the approval of the Secretary of Labor.

Any contractor or subcontractor may apply to the Secretary of Labor for permission to make any deduction not permitted under §3.5. The Secretary may grant permission whenever he finds that:

(a) The contractor, subcontractor, or any affiliated person does not make a profit or benefit directly or indirectly from the deduction either in the form of a commission, dividend, or otherwise;

(b) The deduction is not otherwise prohibited by law;

(c) The deduction is either (1) voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of employment or its continuance, or (2) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees; and

(d) The deduction serves the convenience and interest of the employee.

Section 3.7 Applications for the approval of the Secretary of Labor.

Any application for the making of payroll deductions under §3.6 shall comply with the requirements prescribed in the following paragraphs of this section:

(a) The application shall be in writing and shall be addressed to the Secretary of Labor.

(b) The application need not identify the contract or contracts under which the work in question is to be performed. Permission will be given for deductions on all current and future contracts of the applicant for a period of I year. A renewal of permission to make such payroll deduction will be granted upon the submission of an application which makes reference to the original application, recites the date of the Secretary of Labor's approval of such deductions, states affirmatively that there is continued compliance with the standards set forth in the provisions of §3.6, and specifies any conditions which have changed in regard to the payroll deductions.
(36 F.IL 9770, May 29, 1971.)

(c) The application shall state affirmatively that there is compliance with the standards set forth in the provisions of §3.6. The affirmation shall be accompanied by a full statement of the facts indicating such compliance.

(d) The application shall include a description of the proposed deduction, the purpose to be served there by, and the classes of laborers or mechanics from whose wages the proposed deduction would be made.

(e) The application shall state the name and business of any third person to whom any funds obtained from the proposed deductions are to be transmitted and the affiliation of such person, if any, with the applicant. -

Section 3.8 Action by the Secretary of Labor upon applications.

The Secretary of Labor shall decide whether or not the requested deduction is permissible under provisions of §3.6; and shall notify the applicant in writing of his decision.

Section 3.9 Prohibited payroll deductions.

Deductions not elsewhere provided for by this part and which are not found to be permissible under §3.6 are prohibited.

Section 3.10 Methods of payment of wages.

The payment of wages shall be by cash, negotiable instruments pkvable on demand, or the additional forms of compensation for which deductions are permissible under this part. No other methods of payment shall be recognized on work subject to the Copeland Act.

Section 3.11 Regulations part of contact.

All contracts made with respect to the construction, prosecution, completion, or repair of any public building or public work or building or work financed in whole or in part by loans or grants from the United States covered by the regulations in this part shall expressly bind the contractor or subcontractor to comply with such of the regulations in this part as may be applicable. In this regard, see §5.5(a) of this subtitle.

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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GENERAL CONDITIONS

ARTICLE 1 - DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

A. Wherever used in the Contract Documents and printed with initial or all capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof.

1. *Addenda*--Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the Contract Documents.

2. *Agreement*--The written instrument which is evidence of the agreement between OWNER and CONTRACTOR covering the Work.

3. *Application for Payment*--The form acceptable to ENGINEER which is to be used by CONTRACTOR during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

4. *Asbestos*--Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

5. *Bid*--The offer or proposal of a bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

6. *Bidding Documents*--The Bidding Requirements and the proposed Contract Documents (including all Addenda issued prior to receipt of Bids).

7. *Bidding Requirements*--The Advertisement or Invitation to Bid, Instructions to Bidders, Bid security form, if any, and the Bid form with any supplements.

8. *Bonds*--Performance and payment bonds and other instruments of security.

9. *Change Order*--A document recommended by ENGINEER which is signed by CONTRACTOR and OWNER and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.

10. *Claim*--A demand or assertion by OWNER or CONTRACTOR seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.

11. *Contract*--The entire and integrated written agreement between the OWNER and CONTRACTOR concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

12. *Contract Documents*--The Contract Documents establish the rights and obligations of the parties and include the Agreement, Addenda (which pertain to the Contract Documents), CONTRACTOR's Bid (including documentation accompanying the Bid and any post Bid documentation submitted prior to the Notice of Award) when attached as an exhibit to the Agreement, the Notice to Proceed, the Bonds, these General Conditions, the Supplementary Conditions, the Specifications and the Drawings as the same are more specifically identified in the Agreement, together with all Written Amendments, Change Orders, Work Change Directives, Field Orders, and ENGINEER's written interpretations and clarifications issued on or after the Effective Date of the Agreement. Approved Shop Drawings and the reports and drawings of subsurface and physical conditions are not Contract Documents. Only printed or hard copies of the items listed in this paragraph are Contract Documents. Files in electronic media format of text, data, graphics, and the like that may be furnished by OWNER to CONTRACTOR are not Contract Documents.

13. *Contract Price*--The moneys payable by OWNER to CONTRACTOR for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of paragraph 11.03 in the case of Unit Price Work).

14. *Contract Times*--The number of days or the dates stated in the Agreement to: (i) achieve Substantial Completion; and (ii) complete the Work so that it is ready for final payment as evidenced by ENGINEER's written recommendation of final payment.

15. *CONTRACTOR*--The individual or entity with whom OWNER has entered into the Agreement.

16. *Cost of the Work*--See paragraph 11.01.A for definition.

17. *Drawings*--That part of the Contract Documents prepared or approved by ENGINEER which graphically shows the scope, extent, and character of the Work to be performed by CONTRACTOR. Shop Drawings and other CONTRACTOR submittals are not Drawings as so defined.

18. *Effective Date of the Agreement*--The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

19. *ENGINEER*--The individual or entity named as such in the Agreement.

20. *ENGINEER's Consultant*--An individual or entity having a contract with ENGINEER to furnish services as ENGINEER's independent professional associate or consultant with respect to the Project and who is identified as such in the Supplementary Conditions.

21. *Field Order*--A written order issued by ENGINEER which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.

22. *General Requirements*--Sections of Division 1 of the Specifications. The General Requirements pertain to all sections of the Specifications.

23. *Hazardous Environmental Condition*--The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto in connection with the Work.

24. *Hazardous Waste*--The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

25. *Laws and Regulations; Laws or Regulations*--Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

26. *Liens*--Charges, security interests, or encumbrances upon Project funds, real property, or personal property.

27. *Milestone*--A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

28. *Notice of Award*--The written notice by OWNER to the apparent successful bidder stating that upon timely compliance by the apparent successful bidder with the conditions precedent listed therein, OWNER will sign and deliver the Agreement.

29. *Notice to Proceed*--A written notice given by OWNER to CONTRACTOR fixing the date on which the Contract Times will commence to run and on which CONTRACTOR shall start to perform the Work under the Contract Documents.

30. *OWNER*--The individual, entity, public body, or authority with whom CONTRACTOR has entered into the Agreement and for whom the Work is to be performed.

31. *Partial Utilization*--Use by OWNER of a substantially completed part of the Work for the purpose for which it is intended (or a related purpose) prior to Substantial Completion of all the Work.

32. *PCBs*--Polychlorinated biphenyls.

33. *Petroleum*--Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.

34. *Project*--The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part as may be indicated elsewhere in the Contract Documents.

35. *Project Manual*--The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.

36. *Radioactive Material*--Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

37. *Resident Project Representative*--The authorized representative of ENGINEER who may be assigned to the Site or any part thereof.

38. *Samples*--Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

39. *Shop Drawings*--All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for CONTRACTOR and submitted by CONTRACTOR to illustrate some portion of the Work.

40. *Site*--Lands or areas indicated in the Contract Documents as being furnished by OWNER upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by OWNER which are designated for the use of CONTRACTOR.

41. *Specifications*--That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.

42. *Subcontractor*--An individual or entity having a direct contract with CONTRACTOR or with any other Subcontractor for the performance of a part of the Work at the Site.

43. *Substantial Completion*--The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of ENGINEER, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

44. *Supplementary Conditions*--That part of the Contract Documents which amends or supplements these General Conditions.

45. *Supplier*--A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with CONTRACTOR or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by CONTRACTOR or any Subcontractor.

46. *Underground Facilities*--All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

47. *Unit Price Work*--Work to be paid for on the basis of unit prices.

48. *Work*--The entire completed construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

49. *Work Change Directive*--A written statement to CONTRACTOR issued on or after the Effective Date of the Agreement and signed by OWNER and recommended by ENGINEER ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

50. *Written Amendment*--A written statement modifying the Contract Documents, signed by OWNER and CONTRACTOR on or after the Effective Date of the Agreement and normally dealing with the nonengineering or nontechnical rather than strictly construction-related aspects of the Contract Documents.

1.02 *Terminology*

A. *Intent of Certain Terms or Adjectives*

1. Whenever in the Contract Documents the terms "as allowed," "as approved," or terms of like effect or import are used, or the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory," or adjectives of like effect or import are used to describe an action or determination of ENGINEER as to the Work, it is intended that such action or determination will be solely to evaluate, in general, the completed Work for compliance with the requirements of and information in the Contract Documents and conformance with the design concept of the completed Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective shall not be effective to assign to ENGINEER any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of paragraph 9.10 or any other provision of the Contract Documents.

B. *Day*

1. The word "day" shall constitute a calendar day of 24 hours measured from midnight to the next midnight.

C. *Defective*

1. The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it does not conform to the Contract Documents or does not meet the requirements of any inspection, reference standard, test, or approval referred to in the Contract Documents, or has been damaged prior to ENGINEER's recommendation of final payment (unless responsibility for the protection thereof has been assumed by OWNER at Substantial Completion in accordance with paragraph 14.04 or 14.05).

D. *Furnish, Install, Perform, Provide*

1. The word "furnish," when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

2. The word "install," when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words "perform" or "provide," when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.

4. When "furnish," "install," "perform," or "provide" is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of CONTRACTOR, "provide" is implied.

E. Unless stated otherwise in the Contract Documents, words or phrases which have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 - PRELIMINARY MATTERS

2.01 *Delivery of Bonds*

A. When CONTRACTOR delivers the executed Agreements to OWNER, CONTRACTOR shall also deliver to OWNER such Bonds as CONTRACTOR may be required to furnish.

2.02* *Copies of Documents*

A. OWNER shall furnish to CONTRACTOR up to ten copies of the Contract Documents. Additional copies will be furnished upon request at the cost of reproduction.

2.03 *Commencement of Contract Times; Notice to Proceed*

A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Agreement. In no event will the Contract Times com-

mence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Agreement, whichever date is earlier.

2.04 *Starting the Work*

A. CONTRACTOR shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to the date on which the Contract Times commence to run.

*See Supplementary Conditions

2.05* *Before Starting Construction*

A. *CONTRACTOR's Review of Contract Documents:* Before undertaking each part of the Work, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. CONTRACTOR shall promptly report in writing to ENGINEER any conflict, error, ambiguity, or discrepancy which CONTRACTOR may discover and shall obtain a written interpretation or clarification from ENGINEER before proceeding with any Work affected thereby; however, CONTRACTOR shall not be liable to OWNER or ENGINEER for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless CONTRACTOR knew or reasonably should have known thereof.

B. *Preliminary Schedules:* Within ten days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), CONTRACTOR shall submit to ENGINEER for its timely review:

1. a preliminary progress schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;

2. a preliminary schedule of Shop Drawing and Sample submittals which will list each required submittal and the times for submitting, reviewing, and processing such submittal; and

3. a preliminary schedule of values for all of the Work which includes quantities and prices of
items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

* C. *Evidence of Insurance:* Before any Work at the Site is started, CONTRACTOR and OWNER shall each deliver to the other, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which CONTRACTOR and OWNER respectively are required to purchase and maintain in accordance with Article 5.

2.06 *Preconstruction Conference*

A. Within 20 days after the Contract Times start to run, but before any Work at the Site is started, a conference attended by CONTRACTOR, ENGINEER, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in paragraph 2.05.B, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.

2.07 *Initial Acceptance of Schedules*

A. Unless otherwise provided in the Contract Documents, at least ten days before submission of the first Application for Payment a conference attended by CONTRACTOR, ENGINEER, and others as appropriate will be held to review for acceptability to ENGINEER as provided below the schedules submitted in accordance with paragraph 2.05.B. CONTRACTOR shall have an additional ten days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to CONTRACTOR until acceptable schedules are submitted to ENGINEER.

1. The progress schedule will be acceptable to ENGINEER if it provides an orderly progression of the Work to completion within any specified Milestones and the Contract Times. Such acceptance will not impose on ENGINEER responsibility for the progress schedule, for sequencing, scheduling, or progress of the Work nor interfere with or relieve CONTRACTOR from CONTRACTOR's full responsibility therefor.

2. CONTRACTOR's schedule of Shop Drawing and Sample submittals will be acceptable to ENGINEER if it provides a workable arrangement for reviewing and processing the required submittals.

3. CONTRACTOR's schedule of values will be acceptable to ENGINEER as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work.

*See Supplementary Conditions

ARTICLE 3 - CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01* *Intent*

A. The Contract Documents are complementary; what is called for by one is as binding as if called for by all.

B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result will be provided whether or not specifically called for at no additional cost to OWNER.

C. Clarifications and interpretations of the Contract Documents shall be issued by ENGINEER as provided in Article 9.

3.02 *Reference Standards*

A. *Standards, Specifications, Codes, Laws, and Regulations*

1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard, specification, manual or code, or any instruction of a Supplier shall be effective to change the duties or responsibilities of OWNER, CONTRACTOR, or ENGINEER, or any of their subcontractors, consultants, agents, or employees from those set forth in the Contract Documents, nor shall any such provision or instruction be effective to assign to OWNER, ENGINEER, or any of ENGINEER's Consultants, agents, or employees any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies*

1. If, during the performance of the Work, CONTRACTOR discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents or between the Contract Documents and any provision of any Law or Regulation applicable to the performance of the Work or of any standard, specification, manual or code, or of any instruction of any Supplier, CONTRACTOR shall report it to ENGINEER in writing at once. CONTRACTOR shall not proceed with the Work affected thereby (except in an emergency as required by paragraph 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in paragraph 3.04; provided, however, that CONTRACTOR shall not be liable to OWNER or ENGINEER for failure to report any such conflict, error, ambiguity, or discrepancy unless CONTRACTOR knew or reasonably should have known thereof.

B. *Resolving Discrepancies*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:

a. the provisions of any standard, specification, manual, code, or instruction (whether or not specifically incorporated by reference in the Contract Documents); or

b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Amending and Supplementing Contract Documents*

A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof in one or

*See Supplementary Conditions

B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways: (i) a Field Order; (ii) ENGINEER's approval of a Shop Drawing or Sample; or (iii) ENGINEER's written interpretation or clarification.

3.05 *Reuse of Documents*

A. CONTRACTOR and any Subcontractor or Supplier or other individual or entity performing or furnishing any of the Work under a direct or indirect contract with OWNER: (i) shall not have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of ENGINEER or ENGINEER's Consultant, including electronic media editions; and (ii) shall not reuse any of such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of OWNER and ENGINEER and specific written verification or adaption by ENGINEER. This prohibition will survive final payment, completion, and acceptance of the Work, or termination or completion of the Contract. Nothing herein shall preclude CONTRACTOR from retaining copies of the Contract Documents for record purposes.

ARTICLE 4 - AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; REFERENCE POINTS

4.01 *Availability of Lands*

A. OWNER shall furnish the Site. OWNER shall notify CONTRACTOR of any encumbrances or restrictions not of general application but specifically related to use of the Site with which CONTRACTOR must comply in performing the Work. OWNER will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If CONTRACTOR and OWNER are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of any delay in OWNER's furnishing the Site, CONTRACTOR may make a Claim therefor as provided in paragraph 10.05.

B. Upon reasonable written request, OWNER shall furnish CONTRACTOR with a current statement of record legal title and legal description of the lands upon which the Work is to be performed and OWNER's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.

C. CONTRACTOR shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.02* *Subsurface and Physical Conditions*

A.* *Reports and Drawings:* The Supplementary Conditions identify:

1. those reports of explorations and tests of subsurface conditions at or contiguous to the Site that ENGINEER has used in preparing the Contract Documents; and

2. those drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) that ENGINEER has used in preparing the Contract Documents.

B. *Limited Reliance by CONTRACTOR on Technical Data Authorized:* CONTRACTOR may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," CONTRACTOR may not rely upon or make any Claim against OWNER, ENGINEER, or any of ENGINEER's Consultants with respect to:

1. the completeness of such reports and drawings for CONTRACTOR's purposes, includ-

ing, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR, and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or

3. any CONTRACTOR interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information.

*See Supplementary Conditions

4.03 *Differing Subsurface or Physical Conditions*

A. *Notice:* If CONTRACTOR believes that any subsurface or physical condition at or contiguous to the Site that is uncovered or revealed either:

1. is of such a nature as to establish that any "technical data" on which CONTRACTOR is entitled to rely as provided in paragraph 4.02 is materially inaccurate; or

2. is of such a nature as to require a change in the Contract Documents; or

3. differs materially from that shown or indicated in the Contract Documents; or

4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents; then CONTRACTOR shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by paragraph 6.16.A), notify OWNER and ENGINEER in writing about such condition. CONTRACTOR shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

B. *ENGINEER's Review:* After receipt of written notice as required by paragraph 4.03.A, ENGINEER will promptly review the pertinent condition, determine the necessity of OWNER's obtaining additional exploration or tests with respect thereto, and advise OWNER in writing (with a copy to CONTRACTOR) of ENGINEER's findings and conclusions.

C. *Possible Price and Times Adjustments*

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in CONTRACTOR's cost of, or time required for, performance of the Work; subject, however, to the following:

a. such condition must meet any one or more of the categories described in paragraph 4.03.A; and

b. with respect to Work that is paid for on a Unit Price Basis, any adjustment in Contract Price will be subject to the provisions of paragraphs 9.08 and 11.03.

2. CONTRACTOR shall not be entitled to any adjustment in the Contract Price or Contract Times if:

a. CONTRACTOR knew of the existence of such conditions at the time CONTRACTOR made a final commitment to OWNER in respect of Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or

b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for CONTRACTOR prior to CONTRACTOR's making such final commitment; or

c. CONTRACTOR failed to give the written notice within the time and as required by paragraph 4.03.A.

3. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be

made therefor as provided in paragraph 10.05. However, OWNER, ENGINEER, and ENGINEER's Consultants shall not be liable to CONTRACTOR for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by CONTRACTOR on or in connection with any other project or anticipated project.

4.04 *Underground Facilities*

A. *Shown or Indicated:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to OWNER or ENGINEER by the owners of such Underground Facilities, including OWNER, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

1. OWNER and ENGINEER shall not be responsible for the accuracy or completeness of any such information or data; and

2. the cost of all of the following will be included in the Contract Price, and CONTRACTOR shall have full responsibility for:

a. reviewing and checking all such information and data,

b. locating all Underground Facilities shown or indicated in the Contract Documents,

c. coordination of the Work with the owners of such Underground Facilities, including OWNER, during construction, and

d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

B. *Not Shown or Indicated*

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, CONTRACTOR shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by paragraph 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to OWNER and ENGINEER. ENGINEER will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. During such time, CONTRACTOR shall be responsible for the safety and protection of such Underground Facility.

2. If ENGINEER concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price of Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that CONTRACTOR did not know of and could not reasonably have been expected to be aware of or to have anticipated. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, OWNER or CONTRACTOR may make a Claim therefor as provided in paragraph 10.05.

4.05* *Reference Points*

A. OWNER shall provide engineering surveys to establish reference points for construction which in ENGINEER's judgment are necessary to enable CONTRACTOR to proceed with the Work. CONTRACTOR shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of OWNER. CONTRACTOR shall report to ENGINEER whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.06 *Hazardous Environmental Condition at Site*

A. *Reports and Drawings:* Reference is made to the Supplementary Conditions for the identification of those reports and drawings relating to a Hazardous Environmental Condition identified at the Site, if any, that have been utilized by the ENGINEER in the preparation of the Contract Documents.

B. *Limited Reliance by CONTRACTOR on Technical Data Authorized:* CONTRACTOR may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," CONTRACTOR may not rely upon or make any Claim against OWNER, ENGINEER or any of ENGINEER's Consultants with respect to:

1. the completeness of such reports and drawings for CONTRACTOR's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto; or

*See Supplementary Conditions

2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or

3. any CONTRACTOR interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions or information.

C. CONTRACTOR shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. CONTRACTOR shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by CONTRACTOR, Subcontractors, Suppliers, or anyone else for whom CONTRACTOR is responsible.

D. If CONTRACTOR encounters a Hazardous Environmental Condition or if CONTRACTOR or anyone for whom CONTRACTOR is responsible creates a Hazardous Environmental Condition, CONTRACTOR shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by paragraph 6.16); and (iii) notify OWNER and ENGINEER (and promptly thereafter confirm such notice in writing). OWNER shall promptly consult with ENGINEER concerning the necessity for OWNER to retain a qualified expert to evaluate such condition or take corrective action, if any.

E. CONTRACTOR shall not be required to resume Work in connection with such condition or in any affected area until after OWNER has obtained any required permits related thereto and delivered to CONTRACTOR written notice: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If OWNER and CONTRACTOR cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by CONTRACTOR, either party may make a Claim therefor as provided in paragraph 10.05.

F. If after receipt of such written notice CONTRACTOR does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then OWNER may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If OWNER and CONTRACTOR cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in paragraph 10.05. OWNER may have such deleted portion of the Work performed by OWNER's own forces or others in accordance with Article 7.

G. To the fullest extent permitted by Laws and Regulations, OWNER shall indemnify and hold harmless CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants and the officers, directors, partners, employees, agents, other consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or

Specifications or identified in the Contract Documents to be included within the scope of the Work, and (ii) was not created by CONTRACTOR or by anyone for whom CONTRACTOR is responsible. Nothing in this paragraph 4.06.E shall obligate OWNER to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

H. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees, agents, other consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by CONTRACTOR or by anyone for whom CONTRACTOR is responsible. Nothing in this paragraph 4.06.F shall obligate CONTRACTOR to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

I. The provisions of paragraphs 4.02, 4.03, and 4.04 are not intended to apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

*See Supplementary Conditions

ARTICLE 5 - BONDS AND INSURANCE

5.01* *Performance, Payment, and Other Bonds*

A. CONTRACTOR shall furnish performance and payment Bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all CONTRACTOR's obligations under the Contract Documents. These Bonds shall remain in effect at least until one year after the date when final payment becomes due, except as provided otherwise by Laws or Regulations or by the Contract Documents. CONTRACTOR shall also furnish such other Bonds as are required by the Contract Documents.

B.* All Bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All Bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act.

C. If the surety on any Bond furnished by CONTRACTOR is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of paragraph 5.01.B, CONTRACTOR shall within 20 days thereafter substitute another Bond and surety, both of which shall comply with the requirements of paragraphs 5.01.B and 5.02.

5.02 *Licensed Sureties and Insurers*

A. All Bonds and insurance required by the Contract Documents to be purchased and maintained by OWNER or CONTRACTOR shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue Bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

5.03 *Certificates of Insurance*

A. CONTRACTOR shall deliver to OWNER, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by OWNER or any other additional insured) which CONTRACTOR is required to purchase and maintain. OWNER shall deliver to CONTRACTOR, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by CONTRACTOR or any other additional insured) which OWNER is required to purchase and maintain.

5.04* *CONTRACTOR's Liability Insurance*

A. CONTRACTOR shall purchase and maintain such liability and other insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from CONTRACTOR's performance of the Work and CONTRACTOR's other obligations under the Contract Documents, whether it is to be performed by CONTRACTOR, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to

perform any of the Work, or by anyone for whose acts any of them may be liable:

1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;

2. claims for damages because of bodily injury, occupational sickness or disease, or death of CONTRACTOR's employees;

3. claims for damages because of bodily injury, sickness or disease, or death of any person other than CONTRACTOR's employees;

4. claims for damages insured by reasonably available personal injury liability coverage which are sustained: (i) by any person as a result of an offense directly or indirectly related to the employment of such person by CONTRACTOR, or (ii) by any other person for any other reason;

5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and

6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

B. The policies of insurance so required by this paragraph 5.04 to be purchased and maintained shall:

*See Supplementary Conditions

1. with respect to insurance required by paragraphs 5.04.A.3 through 5.04.A.6 inclusive, include as additional insureds (subject to any customary exclusion in respect of professional liability) OWNER, ENGINEER, ENGINEER's Consultants, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;

2. include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;

3. include completed operations insurance;

4. include contractual liability insurance covering CONTRACTOR's indemnity obligations under paragraphs 6.07, 6.11, and 6.20;

5. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least thirty days prior written notice has been given to OWNER and CONTRACTOR and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the CONTRACTOR pursuant to paragraph 5.03 will so provide);

6. remain in effect at least until final payment and at all times thereafter when CONTRACTOR may be correcting, removing, or replacing defective Work in accordance with paragraph 13.07; and

7. with respect to completed operations insurance, and any insurance coverage written on a claims-made basis, remain in effect for at least two years after final payment (and CONTRACTOR shall furnish OWNER and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to OWNER and any such additional insured of continuation of such insurance at final payment and one year thereafter).

5.05 *OWNER's Liability Insurance*

A.* In addition to the insurance required to be provided by CONTRACTOR under paragraph 5.04, OWNER, at OWNER's option, may purchase and maintain at OWNER's expense OWNER's own liability insurance as will protect OWNER against claims which may arise from operations under the Contract Documents.

5.06* *Property Insurance*

A. Unless otherwise provided in the Supplementary Conditions, OWNER shall purchase and maintain property

insurance upon the Work at the Site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:

1. include the interests of OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as an additional insured;

2. be written on a Builder's Risk "all-risk" or open peril or special causes of loss policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, false work, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage, and such other perils or causes of loss as may be specifically required by the Supplementary Conditions;

3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);

*See Supplementary Conditions

4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by OWNER prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by ENGINEER;

5. allow for partial utilization of the Work by OWNER;

6. include testing and startup; and

7. be maintained in effect until final payment is made unless otherwise agreed to in writing by OWNER, CONTRACTOR, and ENGINEER with 30 days written notice to each other additional insured to whom a certificate of insurance has been issued.

B.* OWNER shall purchase and maintain such boiler and machinery insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and any other individuals or entities identified in the Supplementary Conditions, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured.

C.* All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to OWNER and CONTRACTOR and to each other additional insured to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with paragraph 5.07.

D.* OWNER shall not be responsible for purchasing and maintaining any property insurance specified in this paragraph 5.06 to protect the interests of CONTRACTOR, Subcontractors, or others in the Work to the extent of any deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by CONTRACTOR, Subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.

E.* If CONTRACTOR requests in writing that other special insurance be included in the property insurance policies provided under paragraph 5.06, OWNER shall, if possible, include such insurance, and the cost thereof will be charged to CONTRACTOR by appropriate Change Order or Written Amendment. Prior to commencement of the Work at the Site, OWNER shall in writing advise CONTRACTOR whether or not such other insurance has been procured by OWNER.

5.07 *Waiver of Rights*

A.* OWNER and CONTRACTOR intend that all policies purchased in accordance with paragraph 5.06 will protect OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and all other

individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or additional insureds thereunder. OWNER and CONTRACTOR waive all rights against each other and their respective officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors, ENGINEER, ENGINEER's Consultants, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them) under such policies for losses and damages so caused.

None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by OWNER as trustee or otherwise payable under any policy so issued.

B. OWNER waives all rights against CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them for:

*See Supplementary Conditions

1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to OWNER's property or the Work caused by, arising out of, or resulting from fire or other peril whether or not insured by OWNER; and

2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by OWNER during partial utilization pursuant to paragraph 14.05, after Substantial Completion pursuant to paragraph 14.04, or after final payment pursuant to paragraph 14.07.

C. Any insurance policy maintained by OWNER covering any loss, damage or consequential loss referred to in paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against CONTRACTOR, Subcontractors, ENGINEER, or ENGINEER's Consultants and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them.

5.08* *Receipt and Application of Insurance Proceeds*

A.* Any insured loss under the policies of insurance required by paragraph 5.06 will be adjusted with OWNER and made payable to OWNER as fiduciary for the insureds, as their interests may appear, subject to the requirements of any applicable mortgage clause and of paragraph 5.08.B. OWNER shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order or Written Amendment.

B.* OWNER as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to OWNER's exercise of this power. If such objection be made, OWNER as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, OWNER as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, OWNER as fiduciary shall give bond for the proper performance of such duties.

5.09* *Acceptance of Bonds and Insurance; Option to Replace*

A.* If either OWNER or CONTRACTOR has any objection to the coverage afforded by or other provisions of the Bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract Documents, the objecting party shall so notify the other party in writing within 10 days after receipt of the

certificates (or other evidence requested) required by paragraph 2.05.C. OWNER and CONTRACTOR shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the Bonds and insurance required of such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent Bonds or insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

5.10 *Partial Utilization, Acknowledgment of Property Insurer*

A. If OWNER finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in paragraph 14.05, no such use or occupancy shall commence before the insurers providing the property insurance pursuant to paragraph 5.06 have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

6.01 *Supervision and Superintendence*

A. CONTRACTOR shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with

*See Supplementary Conditions

the Contract Documents. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences,
and procedures of construction, but CONTRACTOR shall not be responsible for the negligence of OWNER or ENGINEER in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents. CONTRACTOR shall be responsible to see that the completed Work complies accurately with the Contract Documents.

B. At all times during the progress of the Work, CONTRACTOR shall assign a competent resident superintendent thereto who shall not be replaced without written notice to OWNER and ENGINEER except under extraordinary circumstances. The superintendent will be CONTRACTOR's representative at the Site and shall have authority to act on behalf of CONTRACTOR. All communications given to or received from the superintendent shall be binding on CONTRACTOR.

6.02 *Labor; Working Hours*

A. CONTRACTOR shall provide competent, suitably qualified personnel to survey, lay out, and construct the

Work as required by the Contract Documents. CONTRACTOR shall at all times maintain good discipline and order at the Site.

B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, and CONTRACTOR will not permit overtime work or the performance of Work on Saturday, Sunday, or any legal holiday without OWNER's written consent (which will not be unreasonably withheld) given after prior written notice to ENGINEER.

6.03 *Services, Materials, and Equipment*

A. Unless otherwise specified in the General Requirements, CONTRACTOR shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.

B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All warranties and guarantees specifically called for by the Specifications shall expressly

run to the benefit of OWNER. If required by ENGINEER, CONTRACTOR shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

6.04 *Progress Schedule*

A. CONTRACTOR shall adhere to the progress schedule established in accordance with paragraph 2.07 as it may be adjusted from time to time as provided below.

1. CONTRACTOR shall submit to ENGINEER for acceptance (to the extent indicated in paragraph 2.07) proposed adjustments in the progress schedule that will not result in changing the Contract Times (or Milestones). Such adjustments will conform generally to the progress schedule then in effect and additionally will comply with any provisions of the General Requirements applicable thereto.

2. Proposed adjustments in the progress schedule that will change the Contract Times (or Milestones) shall be submitted in accordance with the requirements of Article 12. Such adjustments may only be made by a Change Order or Written Amendment in accordance with Article 12.

6.05 *Substitutes and "Or-Equals"*

A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to ENGINEER for review under the circumstances described below.

1. *"Or-Equal" Items:* If in ENGINEER's sole discretion an item of material or equipment proposed by CONTRACTOR is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by ENGINEER as an "or-equal" item, in which case review and approval of the proposed item may, in ENGINEER's sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:

a. in the exercise of reasonable judgment ENGINEER determines that: (i) it is at least equal in quality, durability, appearance, strength, and design characteristics; (ii) it will reliably perform at least equally well the function imposed by the design concept of the completed Project as a functioning whole, and;

b. CONTRACTOR certifies that: (i) there is no increase in cost to the OWNER; and (ii) it will conform substantially, even with deviations, to the detailed requirements of the item named in the Contract Documents.

2. Substitute Items

a. If in ENGINEER's sole discretion an item of material or equipment proposed by CONTRACTOR does not qualify as an "or-equal" item under paragraph 6.05.A.1, it will be considered a proposed substitute item.

b. CONTRACTOR shall submit sufficient infomation as provided below to allow ENGINEER to determine that the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by ENGINEER from anyone other than CONTRACTOR.

c. The procedure for review by ENGINEER will be as set forth in paragraph 6.05.A.2.d, as supplemented in the General Requirements and as ENGINEER may decide is appropriate under the circumstances.

d. CONTRACTOR shall first make written application to ENGINEER for review of a proposed substitute item of material or equipment that CONTRACTOR seeks to furnish or use. The application shall certify

that the proposed substitute item will perform adequately the functions and achieve the results called for by the general design, be similar in substance to that specified, and be suited to the same use as that specified. The application will state the extent, if any, to which the use of the proposed substitute item will prejudice CONTRACTOR's achievement of Substantial Completion on time, whether or not use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with OWNER for work on the Project) to adapt the design to the proposed substitute item and whether or not incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute item from that specified will be identified in the application, and available engineering, sales, maintenance, repair, and replacement services will be indicated. The application will also contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change, all of which will be considered by ENGINEER in evaluating the proposed substitute item. ENGINEER may require CONTRACTOR to furnish additional data about the proposed substitute item.

B. *Substitute Construction Methods or Procedures:* If a specific means, method, technique, sequence, or procedure of construction is shown or indicated in and expressly required by the Contract Documents, CONTRACTOR may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by ENGINEER. CONTRACTOR shall submit sufficient information to allow ENGINEER, in ENGINEER's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The procedure for review by ENGINEER will be similar to that provided in subparagraph 6.05.A.2.

C. *Engineer's Evaluation:* ENGINEER will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to paragraphs 6.05.A and 6.05.B. ENGINEER will be the sole judge of acceptability. No "or-equal" or substitute will be ordered, installed or utilized until ENGINEER's review is complete, which will be evidenced by either a Change Order for a substitute or an approved Shop Drawing for an "or equal." ENGINEER will advise CONTRACTOR in writing of any negative determination.

D. *Special Guarantee:* OWNER may require CONTRACTOR to furnish at CONTRACTOR's expense a special performance guarantee or other surety with respect to any substitute.

E. *ENGINEER's Cost Reimbursement:* ENGINEER will record time required by ENGINEER and ENGINEER's Consultants in evaluating substitute proposed or submitted by CONTRACTOR pursuant to paragraphs 6.05.A.2 and 6.05.B and in making changes in the Contract Documents (or in the provisions of any other direct contract with OWNER for work on the Project) occasioned thereby. Whether or not ENGINEER approves a substitute item so proposed or submitted by CONTRACTOR, CONTRACTOR shall reimburse OWNER for the charges of ENGINEER and ENGINEER's Consultants for evaluating each such proposed substitute.

F. *CONTRACTOR's Expense:* CONTRACTOR shall provide all data in support of any proposed substitute or "or-equal" at CONTRACTOR's expense.

6.06 *Concerning Subcontractors, Suppliers, and Others*

A. CONTRACTOR shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to OWNER as indicated in paragraph 6.06.B), whether initially or as a replacement, against whom OWNER may have reasonable objection. CONTRACTOR shall not be required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom CONTRACTOR has reasonable objection.

B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to OWNER in advance for acceptance by OWNER by a specified date prior to the Effective Date of the Agreement, and if CONTRACTOR has submitted a list thereof in accordance with the Supplementary Conditions, OWNER's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. CONTRACTOR shall submit an acceptable replacement

for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued or Written Amendment signed. No acceptance by OWNER of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of OWNER or ENGINEER to reject defective Work.

C. CONTRACTOR shall be fully responsible to OWNER and ENGINEER for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as CONTRACTOR is responsible for CONTRACTOR's own acts and omissions. Nothing in the Contract Documents shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between OWNER or ENGINEER and any such Subcontractor, Supplier or other individual or entity, nor shall it create any obligation on the part of OWNER or ENGINEER to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

D. CONTRACTOR shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with CONTRACTOR.

E. CONTRACTOR shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with ENGINEER through CONTRACTOR.

F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control CONTRACTOR in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

G. All Work performed for CONTRACTOR by a Subcontractor or Supplier will be pursuant to an appropriate agreement between CONTRACTOR and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of OWNER and ENGINEER. Whenever any such agreement is with a Subcontractor or Supplier who is listed as an additional insured on the property insurance provided in paragraph 5.06, the agreement between the CONTRACTOR and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against OWNER, CONTRACTOR, ENGINEER, ENGINEER's Consultants, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, CONTRACTOR will obtain the same.

6.07 *Patent Fees and Royalties*

A. CONTRACTOR shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if to the actual knowledge of OWNER or ENGINEER its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by OWNER in the Contract Documents. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees or agents, and other consultants of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

6.08 *Permits*

A. Unless otherwise provided in the Supplementary Conditions, CONTRACTOR shall obtain and pay for all construction permits and licenses. OWNER shall assist CONTRACTOR, when necessary, in obtaining such permits and licenses. CONTRACTOR shall pay all governmental charges and inspection fees necessary for

the prosecution of the Work which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. CONTRACTOR shall pay all charges of utility owners for connections to the Work, and OWNER shall pay all charges of such utility owners for capital costs related thereto, such as plant investment fees.

6.09 *Laws and Regulations*

A. CONTRACTOR shall give all notices and comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither OWNER nor ENGINEER shall be responsible for monitoring CONTRACTOR's compliance with any Laws or Regulations.

B. If CONTRACTOR performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, CONTRACTOR shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work; however, it shall not be CONTRACTOR's primary responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve CONTRACTOR of CONTRACTOR's obligations under paragraph 3.03.

C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work may be the subject of an adjustment in Contract Price or Contract Times. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in paragraph 10.05.

6.10* *Taxes*

A. CONTRACTOR shall pay all sales, consumer, use, and other similar taxes required to be paid by CONTRACTOR in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

6.11* *Use of Site and Other Areas*

A.* *Limitation on Use of Site and Other Areas*

1. CONTRACTOR shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations,

*See Supplementary Conditions

and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. CONTRACTOR shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.

2. Should any claim be made by any such owner or occupant because of the performance of the Work, CONTRACTOR shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.

3. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultant, and the officers, directors, partners, employees, agents, and other consultants of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against OWNER, ENGINEER, or any other party indemnified hereunder to the extent caused by or based upon CONTRACTOR's performance of the Work.

B. *Removal of Debris During Performance of the Work:* During the progress of the Work CONTRACTOR shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.

C. *Cleaning:* Prior to Substantial Completion of the Work CONTRACTOR shall clean the Site and make it ready for utilization by OWNER. At the completion of the Work CONTRACTOR shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

D. *Loading Structures:* CONTRACTOR shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall CONTRACTOR subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

6.12 *Record Documents*

A. CONTRACTOR shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Written Amendments, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications in good order and annotated to show changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to ENGINEER for reference. Upon completion of the Work, these record documents, Samples, and Shop Drawings will be delivered to ENGINEER for OWNER.

6.13 *Safety and Protection*

A. CONTRACTOR shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

1. all persons on the Site or who may be affected by the Work;

2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and

3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

B. CONTRACTOR shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. CONTRACTOR shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property. All damage, injury, or loss to any property referred to in paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by CONTRACTOR, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by CONTRACTOR (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of OWNER or ENGINEER or ENGINEER's Consultant, or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of CONTRACTOR or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them). CONTRACTOR's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and ENGINEER has issued a notice to OWNER and CONTRACTOR in accordance with paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.14 *Safety Representative*

A. CONTRACTOR shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

6.15 *Hazard Communication Programs*

A. CONTRACTOR shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

6.16 *Emergencies*

A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, CONTRACTOR is obligated to act to prevent threatened damage, injury, or loss. CONTRACTOR shall give ENGINEER prompt written notice if CONTRACTOR believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If ENGINEER determines that a change in the Contract Documents is required because of the action taken by CONTRACTOR in response to such an emergency, a Work Change Directive or Change Order will be issued.

6.17* *Shop Drawings and Samples*

A.* CONTRACTOR shall submit Shop Drawings to ENGINEER for review and approval in accordance with the acceptable schedule of Shop Drawings and Sample submittals. All submittals will be identified as ENGINEER may require and in the number of copies specified in the General Requirements. The data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show ENGINEER the services, materials, and equipment CONTRACTOR proposes to provide and to enable ENGINEER to review the information for the limited purposes required by paragraph 6.17.E.

B.* CONTRACTOR shall also submit six (6) Samples to ENGINEER for review and approval in accordance with the acceptable schedule of Shop Drawings and Sample submittals. Each Sample will be identified clearly as to material, Supplier, pertinent data such as catalog numbers, and the use for which intended and otherwise as ENGINEER may require to enable ENGINEER to review the submittal for the limited purposes required by paragraph 6.17.E. The numbers of each Sample to be submitted will be as specified in the Specifications.

C. Where a Shop Drawing or Sample is required by the Contract Documents or the schedule of Shop Drawings and Sample submittals acceptable to ENGINEER as required by paragraph 2.07, any related Work performed prior to ENGINEER's review and approval of the pertinent submittal will be at the sole expense and responsibility of CONTRACTOR.

D. *Submittal Procedures*

1. Before submitting each Shop Drawing or Sample, CONTRACTOR shall have determined and verified:

a. all field measurements, quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;

b. all materials with respect to intended use, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work;

c. all information relative to means, methods, techniques, sequences, and procedures of construction and safety precautions and programs incident thereto; and

d. CONTRACTOR shall also have reviewed and coordinated each Shop Drawing or

*See Supplementary Conditions

Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents.

2. Each submittal shall bear a stamp or specific written indication that CONTRACTOR has satisfied CONTRACTOR's obligations under the Contract Documents with respect to CONTRACTOR's review and approval of that submittal.

3. At the time of each submittal, CONTRACTOR shall give ENGINEER specific written notice of such variations, if any, that the Shop Drawing or Sample submitted may have from the requirements of the Contract Documents, such notice to be in a written communication separate from the submittal; and, in addition, shall cause a specific notation to be made on each Shop Drawing and Sample submitted to ENGINEER for review and approval of each such variation.

E. *ENGINEER's Review*

1. ENGINEER will timely review and approve Shop Drawings and Samples in accordance with the schedule of Shop Drawings and Sample submittals acceptable to ENGINEER. ENGINEER's review and approval will be only to determine if the items covered by the submittals

will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. ENGINEER's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

3. ENGINEER's review and approval of Shop Drawings or Samples shall not relieve CONTRACTOR from responsibility for any variation from the requirements of the Contract Documents unless CONTRACTOR has in writing called ENGINEER's attention to each such variation at the time of each submittal as required by paragraph 6.17.D.3 and ENGINEER has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample approval; nor will any approval by ENGINEER relieve CONTRACTOR from responsibility for complying with the requirements of paragraph 6.17.D.1.

F. *Resubmittal Procedures*

1. CONTRACTOR shall make corrections required by ENGINEER and shall return the required number of corrected copies of Shop Drawings and submit as required new Samples for review and approval. CONTRACTOR shall direct specific attention in writing to revisions other than the corrections called for by ENGINEER on previous submittals.

6.18 *Continuing the Work*

A. CONTRACTOR shall carry on the Work and adhere to the progress schedule during all disputes or disagreements with OWNER. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by paragraph 15.04 or as OWNER and CONTRACTOR may otherwise agree in writing.

6.19 *CONTRACTOR's General Warranty and Guarantee*

A. CONTRACTOR warrants and guarantees to OWNER, ENGINEER, and ENGINEER's Consultants that all Work will be in accordance with the Contract Documents and will not be defective. CONTRACTOR's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, modification, or improper maintenance or operation by persons other than CONTRACTOR, Subcontractors, Suppliers, or any other individual or entity for whom CONTRACTOR is responsible; or

2. normal wear and tear under normal usage.

B. CONTRACTOR's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of CONTRACTOR's obligation to perform the Work in accordance with the Contract Documents:

1. observations by ENGINEER;

2. recommendation by ENGINEER or payment by OWNER of any progress or final payment;

3. the issuance of a certificate of Substantial Completion by ENGINEER or any payment related thereto by OWNER;

4. use or occupancy of the Work or any part thereof by OWNER;

5. any acceptance by OWNER or any failure to do so;

6. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by ENGINEER;

7. any inspection, test, or approval by others; or

8. any correction of defective Work by OWNER.

6.20 *Indemnification*

A. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage:

1. is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom; and

2. is caused in whole or in part by any negligent act or omission of CONTRACTOR, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by any negligence or omission of an individual or entity indemnified hereunder or whether liability is imposed upon such indemnified party by Laws and Regulations regardless of the negligence of any such individual or entity.

B. In any and all claims against OWNER or ENGINEER or any of their respective consultants, agents, officers, directors, partners, or employees by any employee (or the survivor or personal representative of such employee) of CONTRACTOR, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under paragraph 6.20.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for CONTRACTOR or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

C. The indemnification obligations of CONTRACTOR under paragraph 6.20.A shall not extend to the liability of ENGINEER and ENGINEER's Consultants or to the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them arising out of:

1. the preparation or approval of, or the failure to prepare or approve, maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or

2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

ARTICLE 7 - OTHER WORK

7.01 *Related Work at Site*

A. OWNER may perform other work related to the Project at the Site by OWNER's employees, or let other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:

1. written notice thereof will be given to CONTRACTOR prior to starting any such other work; and

2. if OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in paragraph 10.05.

B. CONTRACTOR shall afford each other contractor who is a party to such a direct contract and each utility owner (and OWNER, if OWNER is performing the other work with OWNER's employees) proper and safe access to the Site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work and shall properly coordinate the Work with theirs. Unless otherwise provided in the Contract Documents, CONTRACTOR shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. CONTRACTOR shall not endanger any work of others by cutting, excavating, or otherwise altering their work and will only cut or alter their work with the written consent of ENGINEER and the others whose work will be affected. The duties and responsibilities of CONTRACTOR under this paragraph are for the benefit of

such utility owners and other contractors to the extent that there are comparable provisions for the benefit of CONTRACTOR in said direct contracts between OWNER and such utility owners and other contractors.

C. If the proper execution or results of any part of CONTRACTOR's Work depends upon work performed by others under this Article 7, CONTRACTOR shall inspect such other work and promptly report to ENGINEER in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of CONTRACTOR's Work. CONTRACTOR's failure to so report will constitute an acceptance of such other work as fit and proper for integration with CONTRACTOR's Work except for latent defects and deficiencies in such other work.

7.02 *Coordination*

A. If OWNER intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:

1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;

2. the specific matters to be covered by such authority and responsibility will be itemized; and

3. the extent of such authority and responsibilities will be provided.

B. Unless otherwise provided in the Supplementary Conditions, OWNER shall have sole authority and responsibility for such coordination.

ARTICLE 8 - OWNER'S RESPONSIBILITIES

8.01 *Communications to Contractor*

A. Except as otherwise provided in these General Conditions, OWNER shall issue all communications to CONTRACTOR through ENGINEER.

8.02 *Replacement of ENGINEER*

A. In case of termination of the employment of ENGINEER, OWNER shall appoint an engineer to whom CONTRACTOR makes no reasonable objection, whose status under the Contract Documents shall be that of the former ENGINEER.

8.03 *Furnish Data*

A. OWNER shall promptly furnish the data required of OWNER under the Contract Documents.

8.04 *Pay Promptly When Due*

A. OWNER shall make payments to CONTRACTOR promptly when they are due as provided in paragraphs 14.02.C and 14.07.C.

8.05 *Lands and Easements; Reports and Tests*

A. OWNER's duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in paragraphs 4.01 and 4.05. Paragraph 4.02 refers to OWNER's identifying and making available to CONTRACTOR copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site that have been utilized by ENGINEER in preparing the Contract Documents.

*See Supplementary Conditions

8.06* *Insurance*

A.* OWNER's responsibilities, if any, in respect to purchasing and maintaining liability and property insurance are set forth in Article 5.

8.07 *Change Orders*

A. OWNER is obligated to execute Change Orders as indicated in paragraph 10.03.

8.08 *Inspections, Tests, and Approvals*

A. OWNER's responsibility in respect to certain inspections, tests, and approvals is set forth in paragraph 13.03.B.

8.09 *Limitations on OWNER's Responsibilities*

A. The OWNER shall not supervise, direct, or have control or authority over, nor be responsible for, CONTRACTOR's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the performance of the Work. OWNER will not be responsible for CONTRACTOR's failure to perform the Work in accordance with the Contract Documents.

8.10 *Undisclosed Hazardous Environmental Condition*

A. OWNER's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in paragraph 4.06.

8.11 *Evidence of Financial Arrangements*

A. If and to the extent OWNER has agreed to furnish CONTRACTOR reasonable evidence that financial arrangements have been made to satisfy OWNER's obligations under the Contract Documents, OWNER's responsibility in respect thereof will be as set forth in the Supplementary Conditions.

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION

9.01 *OWNER'S Representative*

A. ENGINEER will be OWNER's representative during the construction period. The duties and responsibilities and the limitations of authority of ENGINEER as OWNER's representative during construction are set forth in the Contract Documents and will not be changed without written consent of OWNER and ENGINEER.

9.02 *Visits to Site*

A. ENGINEER will make visits to the Site at intervals appropriate to the various stages of construction as ENGINEER deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of CONTRACTOR's executed Work. Based on information obtained during such visits and observations, ENGINEER, for the benefit of OWNER, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. ENGINEER will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. ENGINEER's efforts will be directed toward providing for OWNER a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, ENGINEER will keep OWNER informed of the progress of the Work and will endeavor to guard OWNER against defective Work.

B. ENGINEER's visits and observations are subject to all the limitations on ENGINEER's authority and responsibility set forth in paragraph 9.10, and particularly, but without limitation, during or as a result of ENGINEER's visits or observations of CONTRACTOR's Work ENGINEER will not supervise, direct, control, or have authority over or be responsible for CONTRACTOR's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the performance of the Work.

9.03* *Project Representative*

A. If OWNER and ENGINEER agree, ENGINEER will furnish a Resident Project Representative to assist ENGINEER in providing more extensive observation of the Work. The responsibilities and authority and limitations thereon of any such Resident Project Representative and assistants will be as provided in paragraph 9.10 and in the Supplementary Conditions. If OWNER designates another representative or agent to represent OWNER at the Site who is not ENGINEER's Consultant, agent or employee,

*See Supplementary Conditions

the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

9.04 *Clarifications and Interpretations*

A. ENGINEER will issue with reasonable promptness such written clarifications or interpretations of the requirements of the Contract Documents as ENGINEER may determine necessary, which shall be consistent with the intent of and reasonably inferable from the Contract Docu-

ments. Such written clarifications and interpretations will be binding on OWNER and CONTRACTOR. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a written clarification or interpretation, a Claim may be made therefor as provided in paragraph 10.05.

9.05 *Authorized Variations in Work*

A. ENGINEER may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on OWNER and also on CONTRACTOR, who shall perform the Work involved promptly. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of a Field Order, a Claim may be made therefor as provided in paragraph 10.05.

9.06 *Rejecting Defective Work*

A. ENGINEER will have authority to disapprove or reject Work which ENGINEER believes to be defective, or that ENGINEER believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. ENGINEER will also have authority to require special inspection or testing of the Work as provided in paragraph 13.04, whether or not the Work is fabricated, installed, or completed.

9.07 *Shop Drawings, Change Orders and Payments*

A. In connection with ENGINEER's authority as to Shop Drawings and Samples, see paragraph 6.17.

B. In connection with ENGINEER's authority as to Change Orders, see Articles 10, 11, and 12.

C. In connection with ENGINEER's authority as to Applications for Payment, see Article 14.

9.08 *Determinations for Unit Price Work*

A. ENGINEER will determine the actual quantities and classifications of Unit Price Work performed by CONTRACTOR. ENGINEER will review with CONTRACTOR the ENGINEER's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). ENGINEER's written decision thereon will be final and binding (except as modified by ENGINEER to reflect changed factual conditions or more accurate data) upon OWNER and CONTRACTOR, subject to the provisions of paragraph 10.05.

9.09 *Decisions on Requirements of Contract Documents and Acceptability of Work*

A. ENGINEER will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. Claims, disputes and other matters relating to the acceptability of the Work, the quantities and classifications of Unit Price Work, the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, and Claims seeking changes in the Contract Price or Contract Times will be referred initially to ENGINEER in writing, in accordance with the provisions of paragraph 10.05, with a request for a formal decision.

B. When functioning as interpreter and judge under this paragraph 9.09, ENGINEER will not show partiality to OWNER or CONTRACTOR and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity. The rendering of a decision by ENGINEER pursuant to this paragraph 9.09 with respect to any such Claim, dispute, or other matter (except any which have been waived by the making or acceptance of final payment as provided in paragraph 14.07) will be a condition precedent to any exercise by OWNER or CONTRACTOR of such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any such Claim, dispute, or other matter.

*See Supplementary Conditions

9.10 *Limitations on ENGINEER's Authority and Responsibilities*

A. Neither ENGINEER's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by ENGINEER in good faith either to exercise or not exercise such

authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by ENGINEER shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by ENGINEER to CONTRACTOR, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

B. ENGINEER will not supervise, direct, control, or have authority over or be responsible for CONTRACTOR's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the performance of the Work. ENGINEER will not be responsible for CONTRACTOR's failure to perform the Work in accordance with the Contract Documents.

C. ENGINEER will not be responsible for the acts or omissions of CONTRACTOR or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. ENGINEER's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, Bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by paragraph 14.07.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with, the Contract Documents.

E. The limitations upon authority and responsibility set forth in this paragraph 9.10 shall also apply to ENGINEER's Consultants, Resident Project Representative, and assistants. See Article 18.

ARTICLE 10 - CHANGES IN THE WORK; CLAIMS

10.01 *Authorized Changes in the Work*

A. Without invalidating the Agreement and without notice to any surety, OWNER may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Written Amendment, a Change Order, or a Work Change Directive. Upon receipt of any such document, CONTRACTOR shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

B. If OWNER and CONTRACTOR are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in paragraph 10.05.

10.02 *Unauthorized Changes in the Work*

A. CONTRACTOR shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented as provided in paragraph 3.04, except in the case of an emergency as provided in paragraph 6.16 or in the case of uncovering Work as provided in paragraph 13.04.B.

10.03 *Execution of Change Orders*

A. OWNER and CONTRACTOR shall execute appropriate Change Orders recommended by ENGINEER (or Written Amendments) covering:

1. changes in the Work which are: (i) ordered by OWNER pursuant to paragraph 10.01.A, (ii) required because of acceptance of defective Work under paragraph 13.08.A or OWNER's correction of defective Work under paragraph 13.09, or (iii) agreed to by the parties;

2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and

3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by ENGINEER pursuant to paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, CONTRACTOR shall carry on the Work and adhere to the progress schedule as provided in paragraph 6.18.A.

10.04 *Notification to Surety*

A. If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times) is required by the provisions of any Bond to be given to a surety, the giving of any such notice will be CONTRACTOR's responsibility. The amount of each applicable Bond will be adjusted to reflect the effect of any such change.

10.05 *Claims and Disputes*

A. *Notice:* Written notice stating the general nature of each Claim, dispute, or other matter shall be delivered by the claimant to ENGINEER and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. Notice of the amount or extent of the Claim, dispute, or other matter with supporting data shall be delivered to the ENGINEER and the other party to the Contract within 60 days after the start of such event (unless ENGINEER allows additional time for claimant to submit additional or more accurate data in support of such Claim, dispute, or other matter). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of paragraph 12.01.B. A Claim for an adjustment in Contract Time shall be prepared in accordance with the provisions of paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to ENGINEER and the claimant within 30 days after receipt of the claimant's last submittal (unless ENGINEER allows additional time).

B. *ENGINEER's Decision:* ENGINEER will render a formal decision in writing within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any. ENGINEER's written decision on such Claim, dispute, or other matter will be final and binding upon OWNER and CONTRACTOR unless:

1. an appeal from ENGINEER's decision is taken within the time limits and in accordance with the dispute resolution procedures set forth in Article 16; or

2. if no such dispute resolution procedures have been set forth in Article 16, a written notice of intention to appeal from ENGINEER's written decision is delivered by OWNER or CONTRACTOR to the other and to ENGINEER within 30 days after the date of such decision, and a formal proceeding is instituted by the appealing party in a forum of competent jurisdiction within 60 days after the date of such decision or within 60 days after Substantial Completion, whichever is later (unless otherwise agreed in writing by OWNER and CONTRACTOR), to exercise such rights or remedies as the appealing party may have with respect to such Claim, dispute, or other matter in accordance with applicable Laws and Regulations.

C. If ENGINEER does not render a formal decision in writing within the time stated in paragraph 10.05.B, a decision denying the Claim in its entirety shall be deemed to have been issued 31 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any.

D. No Claim for an adjustment in Contract Price or Contract Times (or Milestones) will be valid if not submitted in accordance with this paragraph 10.05.

ARTICLE 11 - COST OF THE WORK; CASH ALLOWANCES; UNIT PRICE WORK

11.01 *Cost of the Work*

A. *Costs Included:* The term Cost of the Work means the sum of all costs necessarily incurred and paid by CONTRACTOR in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to CONTRACTOR will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by OWNER, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items, and shall not include any of the costs itemized in paragraph 11.01.B.

1. Payroll costs for employees in the direct employ of CONTRACTOR in the performance of the Work under schedules of job classifications agreed upon by OWNER and CONTRACTOR. Such employees shall include without limitation superintendents, foremen, and other personnel employed full time at the Site. Payroll costs for employees not employed full time on the Work

shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by OWNER.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to CONTRACTOR unless OWNER deposits funds with CONTRACTOR with which to make payments, in which case the cash discounts shall accrue to OWNER. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to OWNER, and CONTRACTOR shall make provisions so that they may be obtained.

3. Payments made by CONTRACTOR to Subcontractors for Work performed by Subcontractors. If required by OWNER, CONTRACTOR shall obtain competitive bids from subcontractors acceptable to OWNER and CONTRACTOR and shall deliver such bids to OWNER, who will then determine, with the advice of ENGINEER, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as CONTRACTOR's Cost of the Work and fee as provided in this paragraph 11.01.

4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.

5. Supplemental costs including the following:

a. The proportion of necessary transportation, travel, and subsistence expenses of CONTRACTOR's employees incurred in discharge of duties connected with the Work.

b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of CONTRACTOR.

c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from CONTRACTOR or others in accordance with rental agreements approved by OWNER with the advice of ENGINEER, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

d. Sales, consumer, use, and other similar taxes related to the Work, and for which CONTRACTOR is liable, imposed by Laws and Regulations.

e. Deposits lost for causes other than negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by CONTRACTOR in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with paragraph 5.06.D), provided such losses and damages have resulted from causes other than the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of OWNER. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining CONTRACTOR's fee.

g. The cost of utilities, fuel, and sanitary facilities at the Site.

h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, expressage, and similar petty cash items in connection with the Work.

i. When the Cost of the Work is used to determine the value of a Change Order or of a Claim, the cost of premiums for additional Bonds and insurance required because of the changes in the Work or caused by the event giving rise to the Claim.

j. When all the Work is performed on the basis of cost-plus, the costs of premiums for all Bonds and insurance CONTRACTOR is required by the Contract Documents to purchase and maintain.

B. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:

1. Payroll costs and other compensation of CONTRACTOR's officers, executives, principals (of partnerships and sole proprietorships), general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks, and other personnel employed by CONTRACTOR, whether at the Site or in CONTRACTOR's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in paragraph 11.01.A.1 or specifically covered by paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the CONTRACTOR's fee.

2. Expenses of CONTRACTOR's principal and branch offices other than CONTRACTOR's office at the Site.

3. Any part of CONTRACTOR's capital expenses, including interest on CONTRACTOR's capital employed for the Work and charges against CONTRACTOR for delinquent payments.

4. Costs due to the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in paragraphs 11.01.A and 11.01.B.

C. *CONTRACTOR's Fee:* When all the Work is performed on the basis of cost-plus, CONTRACTOR's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, CONTRACTOR's fee shall be determined as set forth in paragraph 12.01.C.

D. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to paragraphs 11.01.A and 11.01.B, CONTRACTOR will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to ENGINEER an itemized cost breakdown together with supporting data.

11.02 *Cash Allowances*

A. It is understood that CONTRACTOR has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums as may be acceptable to OWNER and ENGINEER. CONTRACTOR agrees that:

1. the allowances include the cost to CONTRACTOR (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and

2. CONTRACTOR's costs for unloading and handling on the Site, labor, installation costs, overhead, profit, and other expenses contemplated for the allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

B. Prior to final payment, an appropriate Change Order will be issued as recommended by ENGINEER to reflect actual amounts due CONTRACTOR on account of

Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

11.03 *Unit Price Work*

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by CONTRACTOR will be made by ENGINEER subject to the provisions of paragraph 9.08.

B. Each unit price will be deemed to include an amount considered by CONTRACTOR to be adequate to cover CONTRACTOR's overhead and profit for each separately identified item.

C. OWNER or CONTRACTOR may make a Claim for an adjustment in the Contract Price in accordance with paragraph 10.05 if:

1. the quantity of any item of Unit Price Work performed by CONTRACTOR differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and

2. there is no corresponding adjustment with respect any other item of Work; and

3. if CONTRACTOR believes that CONTRACTOR is entitled to an increase in Contract Price as a result of having incurred additional expense or OWNER believes that OWNER is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 12 - CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

12.01* *Change of Contract Price*

A. The Contract Price may only be changed by a Change Order or by a Written Amendment. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the ENGINEER and the other party to the Contract in accordance with the provisions of paragraph 10.05.

B.* The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:

1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of paragraph 11.03); or

2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with paragraph 12.01.C.2); or

3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in paragraph 11.01) plus a CONTRACTOR's fee for overhead and profit (determined as provided in paragraph 12.01.C).

C. *CONTRACTOR's Fee:* The CONTRACTOR's fee for overhead and profit shall be determined as follows:

1. a mutually acceptable fixed fee; or

2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:

a. for costs incurred under paragraphs 11.01.A.1 and 11.01.A.2, the CONTRACTOR's fee shall be 15 percent;

b. for costs incurred under paragraph 11.01.A.3, the CONTRACTOR's fee shall be five percent;

c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of paragraph 12.01.C.2.a is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and CONTRACTOR will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;

*See Supplementary Conditions

d. no fee shall be payable on the basis of costs itemized under paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;

e. the amount of credit to be allowed by CONTRACTOR to OWNER for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in CONTRACTOR's fee by an amount equal to five percent of such net decrease; and

f. when both additions and credits are involved in any one change, the adjustment in CONTRACTOR's fee shall be computed on the basis of the net change in accordance with paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

12.02 *Change of Contract Times*

A. The Contract Times (or Milestones) may only be changed by a Change Order or by a Written Amendment. Any Claim for an adjustment in the Contract Times (or Milestones) shall be based on written notice submitted by the party making the claim to the ENGINEER and the other party to the Contract in accordance with the provisions of paragraph 10.05.

B. Any adjustment of the Contract Times (or Milestones) covered by a Change Order or of any Claim for an adjustment in the Contract Times (or Milestones) will be determined in accordance with the provisions of this Article 12.

12.03 *Delays Beyond CONTRACTOR's Control*

A. Where CONTRACTOR is prevented from completing any part of the Work within the Contract Times (or Milestones) due to delay beyond the control of CONTRACTOR, the Contract Times (or Milestones) will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in paragraph 12.02.A. Delays beyond the control of CONTRACTOR shall include, but not be limited to, acts or neglect by OWNER, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.

12.04 *Delays Within CONTRACTOR's Control*

A. The Contract Times (or Milestones) will not be extended due to delays within the control of CONTRACTOR. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of CONTRACTOR.

12.05 *Delays Beyond OWNER's and CONTRACTOR's Control*

A. Where CONTRACTOR is prevented from completing any part of the Work within the Contract Times (or Milestones) due to delay beyond the control of both OWNER and CONTRACTOR, an extension of the Contract Times (or Milestones) in an amount equal to the time lost due to such delay shall be CONTRACTOR's sole and exclusive remedy for such delay.

12.06 *Delay Damages*

A. In no event shall OWNER or ENGINEER be liable to CONTRACTOR, any Subcontractor, any Supplier, or any other person or organization, or to any surety for or employee or agent of any of them, for damages arising out of or resulting from:

1. delays caused by or within the control of CONTRACTOR; or

2. delays beyond the control of both OWNER and CONTRACTOR including but not limited to fires, floods, epidemics, abnormal weather conditions, acts of God, or acts or neglect by utility

owners or other contractors performing other work as contemplated by Article 7.

B. Nothing in this paragraph 12.06 bars a change in Contract Price pursuant to this Article 12 to compensate CONTRACTOR due to delay, interference, or disruption directly attributable to actions or inactions of OWNER or anyone for whom OWNER is responsible.

ARTICLE 13 - TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

13.01 *Notice of Defects*

A. Prompt notice of all defective Work of which OWNER or ENGINEER has actual knowledge will be given to CONTRACTOR. All defective Work may be rejected, corrected, or accepted as provided in this Article 13.

13.02* *Access to Work*

A. OWNER, ENGINEER, ENGINEER's Consultants, other representatives and personnel of OWNER, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, inspecting, and testing. CONTRACTOR shall provide them proper and safe conditions for such access and advise them of CONTRACTOR's Site safety procedures and programs so that they may comply therewith as applicable.

13.03* *Tests and Inspections*

A. CONTRACTOR shall give ENGINEER timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.

B.* OWNER shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:

1. for inspections, tests, or approvals covered by paragraphs 13.03.C and 13.03.D below;

2. that costs incurred in connection with tests or inspections conducted pursuant to paragraph 13.04.B shall be paid as provided in said paragraph 13.04.B; and

3. as otherwise specifically provided in the Contract Documents.

C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, CONTRACTOR shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish ENGINEER the required certificates of inspection or approval.

D. CONTRACTOR shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for OWNER's and ENGINEER's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to CONTRACTOR's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to OWNER and ENGINEER.

E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by CONTRACTOR without written concurrence of ENGINEER, it must, if requested by ENGINEER, be uncovered for observation.

F. Uncovering Work as provided in paragraph 13.03.E shall be at CONTRACTOR's expense unless CONTRACTOR has given ENGINEER timely notice of CONTRACTOR's intention to cover the same and ENGINEER has not acted with reasonable promptness in response to such notice.

13.04 *Uncovering Work*

A. If any Work is covered contrary to the written request of ENGINEER, it must, if requested by ENGINEER, be uncovered for ENGINEER's observation and replaced at CONTRACTOR's expense.

B. If ENGINEER considers it necessary or advisable that covered Work be observed by ENGINEER or inspected or tested by others, CONTRACTOR, at ENGINEER's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as ENGINEER may require, that portion of the Work in

question, furnishing all necessary labor, material, and equipment. If it is found that such Work is defective, CONTRACTOR shall pay all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and OWNER shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, OWNER may make a Claim therefor as provided in paragraph 10.05. If, however, such Work is not found to be defective, CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Times (or Milestones), or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, CONTRACTOR may make a Claim therefor as provided in paragraph 10.05.

*See Supplementary Conditions

13.05 *OWNER May Stop the Work*

A. If the Work is defective, or CONTRACTOR fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, OWNER may order CONTRACTOR to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of OWNER to stop the Work shall not give rise to any duty on the part of OWNER to exercise this right for the benefit of CONTRACTOR, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

13.06 *Correction or Removal of Defective Work*

A. CONTRACTOR shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by ENGINEER, remove it from the Project and replace it with Work that is not defective. CONTRACTOR shall pay all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).

13.07 *Correction Period*

A. If within one year after the date of Substantial Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for CONTRACTOR's use by OWNER or permitted by Laws and Regulations as contemplated in paragraph 6.11.A is found to be defective, CONTRACTOR shall promptly, without cost to OWNER and in accordance with OWNER's written instructions: (i) repair such defective land or areas, or (ii) correct such defective Work or, if the defective Work has been rejected by OWNER, remove it from the Project and replace it with Work that is not defective, and (iii) satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom. If CONTRACTOR does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, OWNER may have the defective Work corrected or repaired or may have the rejected Work removed and replaced, and all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by CONTRACTOR.

B. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications or by Written Amendment.

C. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

D. CONTRACTOR's obligations under this paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this paragraph 13.07 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitation or repose.

13.08 *Acceptance of Defective Work*

A. If, instead of requiring correction or removal and replacement of defective Work, OWNER (and, prior to ENGINEER's recommendation of final payment, ENGINEER) prefers to accept it, OWNER may do so. CONTRACTOR shall pay all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to OWNER's evaluation of and determination to accept such defective Work (such costs to be approved by ENGINEER as to reasonableness) and the diminished value of the Work to the extent not otherwise paid by CONTRACTOR pursuant to this sentence. If any such acceptance occurs prior to ENGINEER's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and OWNER shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, OWNER may make a Claim therefor as provided in paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by CONTRACTOR to OWNER.

13.09 *OWNER May Correct Defective Work*

A. If CONTRACTOR fails within a reasonable time after written notice from ENGINEER to correct defective Work or to remove and replace rejected Work as required by ENGINEER in accordance with paragraph 13.06.A, or if CONTRACTOR fails to perform the Work in accordance with the Contract Documents, or if CONTRACTOR fails to comply with any other provision of the Contract Documents, OWNER may, after seven days written notice to CONTRACTOR, correct and remedy any such deficiency.

B. In exercising the rights and remedies under this paragraph, OWNER shall proceed expeditiously. In connection with such corrective and remedial action, OWNER may exclude CONTRACTOR from all or part of the Site, take possession of all or part of the Work and suspend CONTRACTOR's services related thereto, take possession of CONTRACTOR's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which OWNER has paid CONTRACTOR but which are stored elsewhere. CONTRACTOR shall allow OWNER, OWNER's representatives, agents and employees, OWNER's other contractors, and ENGINEER and ENGINEER's Consultants access to the Site to enable OWNER to exercise the rights and remedies under this paragraph.

C. All Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by OWNER in exercising the rights and remedies under this paragraph 13.09 will be charged against CONTRACTOR, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and OWNER shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, OWNER may make a Claim therefor as provided in paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of CONTRACTOR's defective Work.

D. CONTRACTOR shall not be allowed an extension of the Contract Times (or Milestones) because of any delay in the performance of the Work attributable to the exercise by OWNER of OWNER's rights and remedies under this paragraph 13.09.

ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 *Schedule of Values*

A. The schedule of values established as provided in paragraph 2.07.A will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to ENGINEER. Progress payments on account of Unit Price Work will be based on the number of units completed.

14.02 *Progress Payments*

A.* *Applications for Payments*

1. At least 20 days before the date established for each progress payment (but not more often than once a month), CONTRACTOR shall submit to ENGINEER for review an Application for Payment filled out and signed by CONTRACTOR covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that OWNER has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect OWNER's interest therein, all of which must be satisfactory to OWNER.

2. Beginning with the second Application for Payment, each Application shall include an affidavit of CONTRACTOR stating that all previous progress payments received on account of the Work have been applied on account to discharge CONTRACTOR's legitimate obligations associated with prior Applications for Payment.

3. The amount of retainage with respect to pro-gress payments will be as stipulated in the Agreement.

*See Supplementary Conditions

B. *Review of Applications*

1. ENGINEER will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to OWNER or return the Application to CONTRACTOR indicating in writing ENGINEER's reasons for refusing to recommend payment. In the latter case, CONTRACTOR may make the necessary corrections and resubmit the Application.

2. ENGINEER's recommendation of any payment requested in an Application for Payment will constitute a representation by ENGINEER to OWNER, based on ENGINEER's observations on the Site of the executed Work as an experienced and qualified design professional and on ENGINEER's review of the Application for Payment and the accompanying data and schedules, that to the best of ENGINEER's knowledge, information and belief:

a. the Work has progressed to the point indicated;

b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Comple tion, to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for Unit Price Work under paragraph 9.08, and to any other qualifications stated in the recommendation); and

c. the conditions precedent to CONTRACTOR's being entitled to such payment appear to have been fulfilled in so far as it is ENGINEER's responsibility to observe the Work.

3. By recommending any such payment ENGINEER will not thereby be deemed to have represented that: (i) inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to ENGINEER in the Contract Documents; or (ii) that there may not be other matters or issues between the parties

that might entitle CONTRACTOR to be paid additionally by OWNER or entitle OWNER to withhold payment to CONTRACTOR.

4. Neither ENGINEER's review of CONTRACTOR's Work for the purposes of recommending payments nor ENGINEER's recommendation of any payment, including final payment, will impose responsibility on ENGINEER to supervise, direct, or control the Work or for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for CONTRACTOR's failure to comply with Laws and Regulations applicable to CONTRACTOR's performance of the Work. Additionally, said review or recommendation will not impose responsibility on ENGINEER to make any examination to ascertain how or for what purposes CONTRACTOR has used the moneys paid on account of the Contract Price, or to determine that title to any of the Work, materials, or equipment has passed to OWNER free and clear of any Liens.

5. ENGINEER may refuse to recommend the whole or any part of any payment if, in ENGINEER's opinion, it would be incorrect to make the representations to OWNER referred to in paragraph 14.02.B.2. ENGINEER may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in ENGINEER's opinion to protect OWNER from loss because:

a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;

b. the Contract Price has been reduced by Written Amendment or Change Orders;

c. OWNER has been required to correct defective Work or complete Work in accordance with paragraph 13.09; or

d. ENGINEER has actual knowledge of the occurrence of any of the events enumerated in paragraph 15.02.A.

C. *Payment Becomes Due*

1. Ten days after presentation of the Application for Payment to OWNER with ENGINEER's recommendation, the amount recommended will (subject to the provisions of paragraph 14.02.D) become due, and when due will be paid by OWNER to CONTRACTOR.

D. *Reduction in Payment*

1. OWNER may refuse to make payment of the full amount recommended by ENGINEER because:

a. claims have been made against OWNER on account of CONTRACTOR's performance or furnishing of the Work;

b. Liens have been filed in connection with the Work, except where CONTRACTOR has delivered a specific Bond satisfactory to OWNER to secure the satisfaction and discharge of such Liens;

c. there are other items entitling OWNER to a set-off against the amount recommended; or

d. OWNER has actual knowledge of the occurrence of any of the events enumerated in paragraphs 14.02.B.5.a through 14.02.B.5.c or paragraph 15.02.A.

2. If OWNER refuses to make payment of the full amount recommended by ENGINEER, OWNER must give CONTRACTOR immediate written notice (with a copy to ENGINEER) stating the reasons for such action and promptly pay CONTRACTOR any amount remaining after deduction of the amount so withheld. OWNER shall promptly pay CONTRACTOR the amount so withheld, or any adjustment thereto agreed to by OWNER and CONTRACTOR, when CONTRACTOR corrects to OWNER's satisfaction the reasons for such action.

3. If it is subsequently determined that OWNER's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by paragraph 14.02.C.1.

14.03 *CONTRACTOR's Warranty of Title*

A. CONTRACTOR warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to OWNER no later than the time of payment free and clear of all Liens.

14.04 *Substantial Completion*

A. When CONTRACTOR considers the entire Work ready for its intended use CONTRACTOR shall notify OWNER and ENGINEER in writing that the entire Work is substantially complete (except for items specifically listed by CONTRACTOR as incomplete) and request that ENGINEER issue a certificate of Substantial Completion. Promptly thereafter, OWNER, CONTRACTOR, and ENGINEER shall make an inspection of the Work to determine the status of completion. If ENGINEER does not consider the Work substantially complete, ENGINEER will notify CONTRACTOR in writing giving the reasons therefor. If ENGINEER considers the Work substantially complete, ENGINEER will prepare and deliver to OWNER a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. OWNER shall have seven days after receipt of the tentative certificate during which to make written objection to ENGINEER as to any provisions of the certificate or attached list. If, after considering such objections, ENGINEER concludes that the Work is not substantially complete, ENGINEER will within 14 days after submission of the tentative certificate to OWNER notify CONTRACTOR in writing, stating the reasons therefor. If, after consideration of OWNER's objections, ENGINEER considers the Work substantially complete, ENGINEER will within said 14 days execute and deliver to OWNER and CONTRACTOR a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as ENGINEER believes justified after consideration of any objections from OWNER. At the time of delivery of the tentative certificate of Substantial Completion ENGINEER will deliver to OWNER and CONTRACTOR a written recommendation as to division of responsibilities pending final payment between OWNER and CONTRACTOR with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless OWNER and CONTRACTOR agree otherwise in writing and so inform ENGINEER in writing prior to ENGINEER's issuing the definitive certificate of Substantial Completion, ENGINEER's aforesaid recommendation will be binding on OWNER and CONTRACTOR until final payment.

B. OWNER shall have the right to exclude CONTRACTOR from the Site after the date of Substantial Completion, but OWNER shall allow CONTRACTOR reasonable access to complete or correct items on the tentative list.

14.05 *Partial Utilization*

A. Use by OWNER at OWNER's option of any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which OWNER, ENGINEER, and CONTRACTOR agree constitutes a separately functioning and usable part of the Work that can be used by OWNER for its intended purpose without significant interference with CONTRACTOR's performance of the remainder of the Work, may be accomplished prior to Substantial Completion of all the Work subject to the following conditions.

1. OWNER at any time may request CONTRACTOR in writing to permit OWNER to use any such part of the Work which OWNER believes to be ready for its intended use and substantially complete. If CONTRACTOR agrees that such part of the Work is substantially complete, CONTRACTOR will certify to OWNER and ENGINEER that such part of the Work is substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. CONTRACTOR at any time may notify OWNER and ENGINEER in writing that CONTRACTOR considers any such part of the Work ready for its intended use and substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. Within a reasonable time after either such request, OWNER, CONTRACTOR, and ENGINEER shall make an inspection of that part of the Work to determine its status of completion. If ENGINEER does not consider that part of the Work to be substantially complete, ENGINEER will notify OWNER and CONTRACTOR in writing giving the reasons therefor. If ENGINEER considers that part of the Work to be substantially complete, the provisions of paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

2. No occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of paragraph 5.10 regarding property insurance.

14.06 *Final Inspection*

A. Upon written notice from CONTRACTOR that the entire Work or an agreed portion thereof is complete, ENGINEER will promptly make a final inspection with OWNER and CONTRACTOR and will notify CONTRACTOR in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. CONTRACTOR shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.07 *Final Payment*

A. *Application for Payment*

1. After CONTRACTOR has, in the opinion of ENGINEER, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, Bonds, certificates or other evidence of insurance certificates of inspection, marked-up record documents (as provided in paragraph 6.12), and other documents, CONTRACTOR may make application for final payment following the procedure for progress payments.

2. The final Application for Payment shall be accompanied (except as previously delivered) by: (i) all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by subparagraph 5.04.B.7; (ii) consent of the surety, if any, to final payment; and (iii) complete and legally effective releases or waivers (satisfactory to OWNER) of all Lien rights arising out of or Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in paragraph 14.07.A.2 and as approved by OWNER, CONTRACTOR may furnish receipts or releases in full and an affidavit of CONTRACTOR that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which OWNER or OWNER's property might in any way be responsible have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, CONTRACTOR may furnish a Bond or other collateral satisfactory to OWNER to indemnify OWNER against any Lien.

B. *Review of Application and Acceptance*

1. If, on the basis of ENGINEER's observation of the Work during construction and final inspection, and ENGINEER's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, ENGINEER is satisfied that the Work has been completed and CONTRACTOR's other obligations under the Contract Documents have been fulfilled, ENGINEER will, within ten days after receipt of the final Application for Payment, indicate in writing ENGINEER's recommendation of payment and present the Application for Payment to OWNER for payment. At the same time ENGINEER will also give written notice to OWNER and CONTRACTOR that the Work is acceptable subject to the provisions of paragraph 14.09. Otherwise, ENGINEER will return the Application for Payment to CONTRACTOR, indicating in writing the reasons for refusing to recommend final payment, in which case CONTRACTOR shall make the necessary corrections and resubmit the Application for Payment.

C. *Payment Becomes Due*

1. Thirty days after the presentation to OWNER of the Application for Payment and accompanying documentation, the amount recommended by ENGINEER will become due and, when due, will be paid by OWNER to CONTRACTOR.

14.08 *Final Completion Delayed*

A. If, through no fault of CONTRACTOR, final completion of the Work is significantly delayed, and if ENGINEER so confirms, OWNER shall, upon receipt of CONTRACTOR's final Application for Payment and recommendation of ENGINEER, and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by OWNER for Work not

fully completed or corrected is less than the retainage stipulated in the Agreement, and if Bonds have been furnished as required in paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by CONTRACTOR to ENGINEER with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

14.09 *Waiver of Claims*

A. The making and acceptance of final payment will constitute:

1. a waiver of all Claims by OWNER against CONTRACTOR, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from CONTRACTOR's continuing obligations under the Contract Documents; and

2. a waiver of all Claims by CONTRACTOR against OWNER other than those previously made in writing which are still unsettled.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

15.01 OWNER May Suspend Work

A. At any time and without cause, OWNER may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to CONTRACTOR and ENGINEER which will fix the date on which Work will be resumed. CONTRACTOR shall resume the Work on the date so fixed. CONTRACTOR shall be allowed an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if CONTRACTOR makes a Claim therefor as provided in paragraph 10.05.

15.02 *OWNER May Terminate for Cause*

A. The occurrence of any one or more of the following events will justify termination for cause:

1. CONTRACTOR's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the progress schedule established under paragraph 2.07 as adjusted from time to time pursuant to paragraph 6.04);

2. CONTRACTOR's disregard of Laws or Regulations of any public body having jurisdiction;

3. CONTRACTOR's disregard of the authority of ENGINEER; or

4. CONTRACTOR's violation in any substantial way of any provisions of the Contract Documents.

B. If one or more of the events identified in paragraph 15.02.A occur, OWNER may, after giving CONTRACTOR (and the surety, if any) seven days written notice, terminate the services of CONTRACTOR, exclude CONTRACTOR from the Site, and take possession of the Work and of all CONTRACTOR's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by CONTRACTOR (without liability to CONTRACTOR for trespass or conversion), incorporate in the Work all materials and equipment stored at the Site or for which OWNER has paid CONTRACTOR but which are stored elsewhere, and finish the Work as OWNER may deem expedient. In such case, CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by OWNER arising out of or relating to completing the Work, such excess will be paid to CONTRACTOR. If such claims, costs, losses, and damages exceed such unpaid balance, CONTRACTOR shall pay the difference to OWNER. Such claims, costs, losses, and damages incurred by OWNER will be reviewed by ENGINEER as to their reasonableness and, when so approved by ENGINEER, incorporated in a Change Order. When exercising any rights or remedies under this paragraph OWNER shall not be required to obtain the lowest price for the Work performed.

C. Where CONTRACTOR's services have been so terminated by OWNER, the termination will not affect any rights or remedies of OWNER against CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of moneys due CONTRACTOR by OWNER will not release CONTRACTOR from liability.

15.03 *OWNER May Terminate For Convenience*

A. Upon seven days written notice to CONTRACTOR and ENGINEER, OWNER may, without cause and without prejudice to any other right or remedy of OWNER, elect to terminate the Contract. In such case, CONTRACTOR shall be paid (without duplication of any items):

1. for completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. for expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;

3. for all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and

4. for reasonable expenses directly attributable to termination.

B. CONTRACTOR shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

15.04 *CONTRACTOR May Stop Work or Terminate*

A. If, through no act or fault of CONTRACTOR, the Work is suspended for more than 90 consecutive days by OWNER or under an order of court or other public authority, or ENGINEER fails to act on any Application for Payment within 30 days after it is submitted, or OWNER fails for 30 days to pay CONTRACTOR any sum finally determined to be due, then CONTRACTOR may, upon seven days written notice to OWNER and ENGINEER, and provided OWNER or ENGINEER do not remedy such suspension or failure within that time, terminate the Contract and recover from OWNER payment on the same terms as provided in paragraph 15.03. In lieu of terminating the Contract and without prejudice to any other right or remedy, if ENGINEER has failed to act on an Application for Payment within 30 days after it is submitted, or OWNER has failed for 30 days to pay CONTRACTOR any sum finally determined to be due, CONTRACTOR may, seven days after written notice to OWNER and ENGINEER, stop the Work until payment is made of all such amounts due CONTRACTOR, including interest thereon. The provisions of this paragraph 15.04 are not intended to preclude CONTRACTOR from making a Claim under paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to CONTRACTOR's stopping the Work as permitted by this paragraph.

ARTICLE 16 - DISPUTE RESOLUTION*

16.01 *Methods and Procedures*

A. Dispute resolution methods and procedures, if any, shall be as set forth in the Supplementary Conditions. If no method and procedure has been set forth, and subject to the provisions of paragraphs 9.09 and 10.05, OWNER and CONTRACTOR may exercise such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any dispute.

ARTICLE 17 - MISCELLANEOUS*

17.01 *Giving Notice*

A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

17.02 *Computation of Times*

A. When any period of time is referred to in the Contract Documents by days, it will be computed to

exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

17.03 *Cumulative Remedies*

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract Documents, and the provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.04 *Survival of Obligations*

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Agreement.

17.05 *Controlling Law*

A. This Contract is to be governed by the law of the state in which the Project is located.

SUPPLEMENTAL GENERAL CONDITIONS

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract (No. 1910-8, 1996 Edition) and other provisions of the Contract Documents as indicated below. All provisions, which are not so amended or supplemental, remain in full force and effect.

The terms used in these Supplementary Conditions will have the meanings indicated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings indicated below, which are applicable to both the singular and plural thereof.

SC-6.10 Delete paragraph 6.10 in its entirely and insert the following in its place:

The owner qualifies for the state and local tax exemption in the purchase of certain materials and equipment the Contractor shall utilize the form provided herewith in exhibit "D".

SC-11.01 Delete paragraph 11.01 in its entirety.

SC-11.02 Delete paragraph 11.02 in its entirety.

SC-12.01B.25 & B.3. Delete paragraph 12.01B.2 & B.3 in its entirety.

SC-12.01.C.2 Delete paragraph 12.01.C.2 in its entirety.

SC Article 16 Add the following language at the end of the paragraph of Article 16:

There are no dispute resolution methods and procedures set forth in the Supplemental Conditions:

GENERAL PREVAILING WAGE LEGAL REQUIREMENTS

The Contractor's attention is called to Texas Government Code Chapter 2258, which must be complied with attached herewith as Exhibit "C"

GENERAL NOTES AND STANDARD SPECIFICATIONS

Technical Specifications

GOVERNING SPECIFICATIONS AND SPECIAL PROVISIONS

All specifications and special provisions applicable to this project are identified as follows:

STANDARD SPECIFICATIONS: Adopted by the Texas Department of Transportation, June 1, 2004. Standard Specifications are incorporated into the contract by reference.

ITEM 247	FLEXIBLE BASE
ITEM 340	HOT MIX ASPHALTIC CONCRETE PAVEMENT
ITEM 400	EXCAVATION AND BACKFILL FOR STRUCTURES
ITEM 464	REINFORCED CONCRETE PIPE
ITEM 479	ADJUSTING MANHOLES AND INLETS
ITEM 502	BARRICADES, SIGNS AND TRAFFIC HANDLING
ITEM 530	INTERSECTIONS DRIVEWAYS AND TURNOUTS
ITEM 5010	CONSTRUCTION EXITS
ITEM 5249	TEMPORARY SEDIMENT CONTROL FENCE

SPECIAL PROVISIONS: Special Provisions will govern and take precedence over the Specifications enumerated hereon wherever in conflict therewith. (Enclosed herewith)

General: The above listed specifications items are those under which payment is to be made. These, together with such other pertinent items, if any, as may be referred to in the above-listed specification items, and including the special provisions listed above, constitute the complete specifications for this project.

All item numbers noted in these plans are the same as those referenced in the Texas Department of Transportation 2004 Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges book (June 1, 2004)

Project Number: BORDER COLONIA ACCESS PROGRAM

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Highway: VARIOUS SUBDIVISIONS

TABLE 1
PHYSICAL REQUIREMENTS

GRADE 1	GRADE 2	GRADE 3
Triaxial Class 1: Min. compressive strength, psi: 45 at 0 psi lateral pressure and 175 at 15 psi lateral pressure	Triaxial Class 1 to 2.3: Min. compressive strength, psi: 35 at 0 psi lateral pressure and 175 at 15 psi lateral pressure	Triaxial Class - Unspecified
Master Grading	Master Grading	Master Grading
1-3/4" 0	2-1/2" 0	2-1/2" 0
7/8" 10-35	1-3/4" 0-10	1-3/4" 0-10
3/8" 30-50	No. 4 45-75	No. 4 30-75
No. 4 45-65	No. 40 60-85	No. 40 50-85
No. 40 70-85		
Max LL.....35	Max LL 40	Max LL 40
Max PI.....10	Max PI.....12	Max PI 12
Wet Ball Mill Max.....40	Wet Ball Mill Max 45	Wet Ball Mill Max.....50
Max increase in passing No. 40.....20	Max increase in passing No. 40.....20	Max increase in Passing No. 40..... 20

247.2

GRADE 4	GRADE 5	GRADE 6
Triaxial Class Unspecified Master Grading 1-3/4".....0 No. 4.....45-75 No. 40.....50-85 Max LL.....40 Max PI.....12	Triaxial Class Unspecified Master Grading 1-3/4".....0 No. 40.....50-85 Max LL.....40 Max PI.....12	As Shown on the Plans

Notes:
1. Gradation requirements are percent retained on square sieves.
2. When a magnesium soundness value is shown on the plans the material will be tested in accordance with Test Method Tex-411-A.
3. When lightweight aggregates are used, the wet ball mill requirements will not apply and the lightweight aggregate shall meet the Los Angeles Abrasion, Pressure Slaking and Freeze Thaw requirements of Item 303, "Aggregate for Surface Treatment (Lightweight)".

(3) **Pilot Grading.** When pilot grading is required on the plans, the flexible base shall not vary from the designated pilot grading of each sieve size by more than five (5) percentage points. However, the flexible base grading shall be within the master grading limits as shown in Table 1. The pilot grading may be varied by the Engineer as necessary to insure that the base material produced will meet the physical requirements shown in Table 1.

(4) **Testing.** Testing of flexible base materials shall be in accordance with the following Department standard laboratory test procedures:

Moisture Content	Tex-103-E
Liquid Limit	Tex-104-E
Plasticity Index	Tex-106-E
Bar Linear Shrinkage	Tex-107-E, Part II

Sieve Analysis	Tex-110-E
Moisture-Density Determination	Tex-113-E
Roadway Density	Tex-115-E
Wet Ball Mill	Tex-116-E
Triaxial Tests (Part I or II as selected by the Engineer)	Tex-117-E
Particle Count	Tex-460-A, Part I

Samples for testing the base material for triaxial class, soil constants, gradation and wet ball mill will be taken prior to the compaction operations.

(5) Tolerances. Unless otherwise shown on the plans, the limits establishing reasonably close conformity with the specified gradation and plasticity index are defined by the following:

(a) Gradation. The Engineer may accept the material, providing not more than one (1) out of the most recent five (5) consecutive gradation tests performed are outside the specified limits for master grading or pilot grading, as applicable, on any individual sieve by no more than five (5) percentage points.

(b) Plasticity Index. The Engineer may accept the material pro- viding not more than one (1) out of the most recent five (5) consecutive plasticity index samples tested are outside the specified limit by no more than two (2) percentage points.

(6) Material Sources. The flexible base material shall be furnished by the Contractor. When a non-commercial source is utilized, it shall be opened in such manner as to immediately expose the vertical faces of all the various strata of acceptable material. Unless otherwise approved by the Engineer, the material shall be secured and processed by successive vertical cuts extending through all of the exposed strata.

Unless otherwise shown on the plans, the flexible base material shall be temporarily stockpiled prior to delivery to the roadway. Unless other- wise shown on the plans, the stockpile shall not be less than 10 feet in height and shall be made up of layers not greater than two (2) feet in thickness. After a sufficient stockpile has been constructed the Contractor may proceed with loading from the stockpile for delivery. In loading from the stockpile for delivery, the material shall be loaded by making successive vertical cuts through the entire depth of the stockpile.

When temporary stockpiles are to be tested for acceptance prior to delivery to its intended use, any stockpile that has been sampled and accepted shall not have material

added or removed unless otherwise approved by the Engineer. The Contractor will be charged for additional sampling and testing required as a result of material being removed from a previously approved stockpile without the approval of the Engineer. Such charges will be deducted from the Contractor's estimates.

Blending of materials from more than one (1) source to produce Type B, C or D flexible base will be allowed when approved by the Engineer.

247.3. Construction Methods.

(1) Complete In Place

(a) Preparation of Subgrade or Existing Roadbed. Prior to de- livery of the base material, the subgrade or existing roadbed shall be shaped to conform to the typical sections, shown on the plans or established by the Engineer. This work shall be done in accordance with the provision of the applicable bid items.

When shown on the plans and directed by the Engineer, the Contractor shall proof roll the roadbed in accordance with Item 216, "Rolling (Proof)". Soft spots shall be corrected as directed by the Engineer.

(b) First Course. It shall be the responsibility of the Contractor to deliver the required amount of base material to each 100 foot station. Base material shall be spread uniformly and shaped the same day as delivered. In the event inclement weather or other unforeseen circumstances render this impractical, the material shall be shaped as soon as practical.

Prior to compacting the flexible base, the flexible base material shall be bladed and shaped to conform to the typical sections as shown on the plans. All areas of segregated coarse or fine material shall be corrected or removed and replaced with well graded material, as directed by the Engineer and at the Contractor's expense.

The Contractor shall sprinkle for dust control as directed by the Engineer.

(c) Succeeding or Finish Courses. Construction methods shall be the same as required for the first course. Throughout this entire operation, the shape of each course shall be maintained by blading. Upon completion, the surface shall be smooth and in conformity with the typical section as shown on the plans and the established lines and grades. Prior to placing the surfacing on the completed base, the base shall be cured to the extent directed by the Engineer.

(d) Compaction Method. The flexible base shall be compacted by "Density Control" as shown on the plans. Water used for compaction shall conform to the material requirements of Item 204, "Sprinkling".

The flexible base shall be sprinkled as required and compacted to the extent necessary to provide not less than 100 percent density as determined by Test Method Tex-113-E, unless otherwise shown on the plans. After each section of flexible base is completed, tests as necessary will be made by the Engineer in accordance with Test Method Tex-115-E. When the material fails to meet the density requirements, or it loses the required stability, density or finish before the next course is placed or the project is completed, it shall be reworked and retested in accordance with Section 247.3.(1)(e).

(e) Reworking a Section. Should the base course, due to any reason or cause, lose the required stability, density or finish before the surfacing is complete, it shall be reworked, recompacted and refinished at the sole expense of the Contractor.

(f) Tolerances. Tolerances shall conform to the following:

(i) Density Tolerances. The Engineer may accept the work pro- viding not more than one (1) out of the most recent five (5) consecutive density tests performed is below the specified density, and providing that the failing test is no more than three (3.0) pounds per cubic foot below the specified density.

(ii) Grade Tolerances. In areas on which surfacing is to be placed, any deviation in excess of 1/4 inch in cross section or 1/4 inch in a length

of 16 feet measured longitudinally shall be corrected by loosening, adding or removing material, reshaping and recompacting by sprinkling and rolling.

(g) Thickness Measurement. When the measurement is by the square yard, the flexible base will be measured for depth in units of 4000 square yards, or fraction thereof. The measurements will be at location(s) determined by the Engineer and performed in accordance with Test Method Tex-140-E. In any unit where flexible base is deficient by more than 1/2 inch in thickness, the deficiency shall be corrected by scarifying, adding material as required, reshaping, recompacting and refinishing at the Contractor's expense.

(2) Roadway Delivery. It shall be the responsibility of the Contractor to deliver the required amount of base material to each 100 foot station. All processing or manipulations will be in accordance with the applicable bid items.

(3) Stockpile Delivery. It shall be the responsibility of the Contractor to prepare the stockpile site, to provide and deliver the required amount of base material to the designated stockpile site and to construct the stockpile. Unless otherwise shown on the plans, the stockpile shall not be less than ten (10) feet in height and shall be made up of layers not to exceed two (2) feet in thickness.

247.4. Measurement. This Item will be measured by either Measurement Class 1, 2, 3, 4, or 5 as shown on the plans:

(1) Measurement Class 1. Measurement will be by the cubic yard in vehicles of uniform capacity.

(2) Measurement Class 2. Measurement will be by the ton of 2000 pounds dry weight in vehicles as delivered. A set of standard platform truck scales conforming to the requirements of Item 520, "Weighing and Measuring Equipment", shall be furnished by the Contractor and placed at a location approved by the Engineer. When the material is weighed during mixing or batching, reweighing will not be necessary. The dry weight will be determined by deducting the weight of the moisture in the material at the time of weighing from the gross weight of the material. The moisture in the material will be determined in accordance with Test Method Tex-103-E at least once each day and more often if conditions warrant.

(3) Measurement Class 3. Measurement will be by the cubic yard in the final stockpile position. The volume of flexible base will be computed in place between the natural ground and the top of the stockpile by the method of average end areas.

(4) Measurement Class 4. Measurement will be by the cubic yard in the completed and accepted final position. The volume of base course will be computed in place between the original subgrade or subbase surfaces, and the lines, grades and slopes of the accepted base course as shown on the plans by the method of average end areas.

Measurement Class 4 is plan quantity measurement Item and the quantity to be paid for will be that quantity shown in the proposal and on the "Estimate and Quantity" sheet of the contract plans, except as may be modified by Article 9.8. If no adjustment is required, additional measurements or calculations will not be required. No payment will be made for thickness or width exceeding that shown on the typical section or provided on the plans.

(5) Measurement Class 5. Measurement will be by the square yard of surface area in the completed and accepted position. The surface area of the base course will be based on the width of flexible base as shown on the plans.

Measurement Class 5 is a plans quantity measurement Item and the quantity to be paid for will be that quantity shown in the proposal and on the "Estimate and Quantity" sheet of the contract plans, except as may be modified by Article 9.8. If no adjustment is required, additional measurements or calculations will not be required. No payment will be made for thickness or width exceeding that shown on the typical section or provided on the plans.

247.5. Payment.

The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Flexible Base (Complete in Place)" of the type, grade and measurement class specified; for "Flexible Base (Roadway Delivery)" of the type, grade and measurement class specified; and for "Flexible Base (Stockpile Delivery)" of the type, grade and measurement class specified. This price shall be full compensation for securing and furnishing all materials, including royalty and freight involved; for furnishing scales and labor involved in weighing the material when required; for loosening, blasting, excavating, screening, crushing and temporary stockpiling when required; for loading all materials; for all hauling and delivering and for all manipulations; sprinkling; for rolling, except for proof rolling; sprinkling for dust control, for labor, tools and incidentals necessary to complete the work except as follows:

Project Number: BORDER COLONIA ACCESS PROGRAM

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Highway: VARIOUS SUBDIVISIONS

When the plans specify "Flexible Base (Complete in Place)", the unit price bid shall be full compensation for shaping and fine grading the roadbed; and for spreading, mixing, blading, compacting, shaping, finishing, and curing the base material.

When the plans specify "Flexible Base (Roadway Delivery)", the unit price bid will not include processing at the roadway. Measurement will be only by Measurement Class 1 or 2.

When the plans specify "Flexible Base (Stockpile Delivery)", the unit price bid also will be full compensation for preparing the stockpile area and for spreading and shaping the material in the stockpile. Measurement will be only by Measurement Class 1, 2, or 3.

When proof rolling is shown on the plans, and when directed by the Engineer, it will be paid for in accordance with Item 216, "Rolling (Proof)".

When subgrade is constructed under this project, correction of soft spots will be at the Contractor's expense. When subgrade is not constructed under this project, correction of soft spots in the subgrade or existing roadbed will be in accordance with Article 4.3.

SPECIFICATION AS PER HIDALGO COUNTY For Colonia Program

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Hot Mix Asphaltic Concrete Pavement

PART 1 - GENERAL

1.01 DESCRIPTION:

A. Hot mix asphalt concrete (HMAC) pavement shall consist of a binder course, a leveling up course, a surface course or a combination of the courses as shown on the plans, or as directed by the ENGINEER.

B. HMAC pavement shall be composed of a compacted mixture of mineral aggregate and asphaltic material, constructed on previously completed and approved subgrade, subbase course, base course, or existing pavement.

C. HMAC pavement shall be in accordance with the specifications herein and in conformity with the lines, grades, quantities and typical sections in the contract and/or as directed by the ENGINEER.

1.02 QUALITY CONTROL:

A. HMAC pavement and its constituent part shall conform to the ASTM, AASHTO and/or Texas SDHPT test methods noted below.

PART 2 - PRODUCTS

2.01 ASPHALTIC MATERIALS:

A. Asphalt cement binders shall be uncracked petroleum asphalt and shall be carefully refined, by steam, vacuum, or solvent, from asphaltic or semi-asphaltic base crude petroleum at a temperature not to exceed 700 degrees F. Asphalt cements shall be free from thermal decomposition products and shall not be blended with any materials which have been subjected to cracking or produced from a crude petroleum source other than that of the original material. The asphalt cement shall not contain residues from non-asphaltic sources. Asphalt cement shall be homogeneous, free from water, and shall not foam when heated to 347 degrees F.

B. Paving asphalt shall be classified by penetration or viscosity and shall conform to the requirements set forth in one of the following tables as designated by the ENGINEER. The CONTRACTOR may supply asphalt meeting the requirements of one of the following tables provided that he obtains prior approval of the ENGINEER and with the provision that once approval has been obtained, that the CONTRACTOR will remain with that grade throughout the project.

TABLE 02612-1

Specification Designation	AASHTO Test Method	ASTM Test Method	40 to 50	60 to 70	85 to 100	120 to 150	150 to 200	200 to 250
Flash Point (Open cup) Min.	T48	D92	450	450	450	425	350	
Penetration of Orig. Sample at 77	T49	D5	40 to 50	60 to 70	85 to 100	120 to 150	150 to 200	200 to 250

Thin-Film Oven Loss, Hours at 325 F, % Max	T179	D1754	0.75	0.75	0.75	0.75	1.00	1.00	
Test of Residue from Thin-Film Oven Test: % of Orig. Pen., Min.	T49	D5	52	50	50	50	50	50	
Ductility at 77 F, cm. after Loss at 325 F, Min.	T51	D113	50	50	100	100	100	100	
Solubility in CC1 4 Min.	T44*	None	99.5	99.5	99.5	99.5	99.5	99.5	
Reaction to Spot Test	T102**	None	-0-	-0-	-0-	-0-	-0-	-0-	

* Procedure No. 1 with CC1 4 substituted for CS2.

** Using 85% Standard Naphtha Solvent and 15% xylene.

TABLE 02612-2

TYPE-GRADE	OA-30 Min.	OA-30 Max	OA-175*8 Min.	OA-175*8 Max	OA-400 Min.	OA-400 Max
Penetration at 32 F, 200g., 60 sec	15	–	–	–	–	–
Penetration at 77 F, 100g., 5 sec	25	35	150	200	–	–
Penetration at 115 F, 50g., 5 sec	–	65	–	–	–	–
Ductility at 77 F, 5 Original OA	2	–	70	–	–	–
Flash Point C.O.C.,F	450	–	425	–	425	–
Softening Point, R.&B.,F	185	–	95	130	–	–
Thin Film Oven Test, 1/8 in.Film 50 g., 5hrs.,325 F, % Loss by wt	–	0.4	–	1.4	–	2.0
Penetration of Residue, at 77 F, 100g., 5 sec. % of Original Pen	–	–	40	–	–	–
Ductility of Residue at 77 F, 5						

cm/min., cms	--	--	--	100	--	--						
Solubility in Trichloroethylene, %	99.0	--	99.0	--	99.0	--						
Spot Test on Original OA	Neg.		Neg.		Neg.							
Float Test at 122 F, sec	--	--	--	--	120	150						
Test on 85 to 115 Pen.Residue*												
Residue by Wt., %	--	--	--	--	75	--						
Ductility, 77 F, 5 cm/min:												
Original Res., cms	--	--	--	--	100	--						
Subjected to Thin Film Test, cms	--	--	--	--	100	--						

*Determined by Vacuum Distillation (by evaporation if unable to reduce by vacuum).

**For use with Latex Additive only.

TABLE 02612-3

PROPERTIES	AC-1.5		AC-3		AC-5		AC-10		AC-20		AC-20	
	MIN	MAX	MIN	MAX	MIN	MAX	MIN	MAX	MIN	MAX	MIN	MAX
Viscosity, 140F Stokes	150	50	300	100	500	100	1000	200	2000	400	4000	800
Viscosity, 275 F stokes.	0.7	--	1.1	--	1.4	--	1.9	--	2.5	--	3.5	--
Penetration, 77 F 100 g, 5 sec. .	250	--	210	--	135	--	85	--	55	--	35	--
Flash Point, C.O.C.,F. . . .	425	--	425	--	425	--	450	--	450	--	450	--
Solubility in trichloroethylene, percent. . . .	99.0	--	99.0	--	99.0	--	99.0	--	99.0	--	99.0	--
Test on residues from thin film oven test: Viscosity, 140F stokes.	--	450	--	900	1500	--	3000	--	6000	--	--	12000
Ductility, 77 F, 5 cms per min,cms	100	--	100	--	100	--	70	--	50	--	30	--
Spot test. . .	Negative for all grades											

C. A minimum of two percent, by weight, latex additive (solids basis) shall be added to the OA-175 Asphalt or to AC-5 Asphalt when specified in the contract. The latex additive shall be governed by the following specifications:

The latex is to be an anionic emulsion of butadiene-styrene low-temperature copolymer in water, stabilized with fatty-acid soap so as to have good storage stability, and possessing the following properties:

Monomer ratio, B/S	70/30
Minimum solids content	67%
Solids content per gal.@ 67%	5.3 lbs.
Coagulum on 80-mesh screen	0.01% max.
Type Anti-oxidant	staining
Mooney viscosity of Polymer(M/L 4@212F)	100 min.
pH of Latex	9.4 - 10.5
Surface tension	28-42 dynes/cm2

The finished latex-asphalt blend shall met the following requirements:

Viscosity at 140 F, stokes	1500 max.
Ductility at 39.2 F. 1 cm. per., cm	100 min.

D. Asphalt content shall be within the limits noted below:

HMAC Type	Percent of Mixture by Weight	Percent of Mixture by Volume
"D"	4.0 - 8.0	9.0 - 19.0

E. At the time of delivery of each shipment of asphalt, the vendor supplying the material shall deliver to the purchaser certified copies of the test report which shall indicate the name of the vendor, type and grade of asphalt delivered, date and point of delivery, quantity delivered, delivery ticket number, and results of the above-specified tests. The test report shall be certified and signed by an authorized representative of the vendor that the product delivered conforms to the specifications for the type and grade indicated.

F. Until the certified test reports and samples of the material have been checked by the ENGINEER to determine their conformity with the prescribed requirements, the material to which such report relates an any work in which it may have been incorporated as an integral component will be only tentatively accepted by the County and/or City. Final acceptance will be dependent upon the determination of the ENGINEER that the material involved fulfills the requirements prescribed therefor. The certified test reports and the testing required in connection with the reports will be at the expense to the County and/or City.

G. Unless otherwise specified in these specifications or in the Supplementary Specifications, the various grades of paving asphalt shall be applied at a temperature range of from 210 F, the exact temperature to be determined by the ENGINEER.

H. Paving asphalt shall be heated in such a manner that steam or hot oils will not be introduced directly into the paving asphalt during heating. The CONTRACTOR shall furnish and keep on the site, at all times, an accurate thermometer suitable for determining the temperature of the paving asphalt.

I. HMAC asphalt shall be the grade having the highest penetration, within specified limits, to produce a mix having a maximum stability of the compacted mixtures.

J. Only one (1) grade of asphalt 64-22 (AC-20) shall be required unless otherwise shown on the plans or as required by the ENGINEER.

2.02 AGGREGATES:

A. HMAC aggregate will be tested in accordance with the following test:

AASHTO T-30 Mechanic Testing
AASHTO T-27 Passing No. 200 Sieve
AASHTO T-89 Liquid Limit
AASHTO T-96 Los Angeles Abrasion
AASHTO T-104 Soundness (Magnesium Sulfate)
ASTM C – 131 Resistance to Degradation
ASTM C – 136 Sieve Analysis
ASTM C – 2419 Sand Equivalence Value
SDHPT Tex - 106-EMethod of Calculating Plasticity Index of Solids
SDHPT Tex-217 – F(I & II) Determination of Deleterious Materials and Decantation Test
SDHPT Tex-203 – FQuality Tests for Mineral Aggregates

B. Aggregates shall have an abrasion of not more than 40 for all course except the non-skid surface course, which shall have an abrasion of not more than 35.

C. When property proportioned, HMAC aggregate shall produce a gradation which will conform to the limitations for classification for HMAC type shown below, or as directed by the ENGINEER.

D. **Course aggregate to be crushed limestone rock or crushed gravel with hydrated lime or limestone filler. (Crushed gravel shall be per Highway Department Specifications.)**

E. Binder aggregate to be composed of not less then 15% field sand or as directed by the engineer.

4. Type "D" - Fine Graded Surface Course

	Percent Aggregate by Weight or Volume
Passing 1/2" sieve	to 100
Passing 3/8" sieve	85 to 100
Passing 3/8" sieve, retained on No.4 sieve	21 to 53
Passing No.4 sieve, retained on No.10 sieve	11 to 32
Total retained on No.10 sieve	54 to 74
Passing No.10 sieve, retained on No.40sieve	6 to 32
Passing No.40 sieve, retained on No.80sieve	4 to 27
Passing No.80 sieve,retained on No.200sieve	3 to 27
Passing No.200 sieve	1 to 8

2.03 PRIME COAT:

A. Prime coat, when specified on the plans, or as directed by the ENGINEER, shall be in accordance with Section 02610 - Prime Coat, and as specified herein.

B. Prime coat shall be applied to surfaces of bases at least 12 hours prior to placing the HMAC unless otherwise directed by the ENGINEER.

C. Asphalt prime shall be applied uniformly at the rate of 0.20 to 0.30 gallon per square yard or as directed by the ENGINEER. It shall be applied only when permitted by the ENGINEER and when the air temperature is 40 F and rising.

D. In order to prevent lapping at the junction of two applications, the distributor shall be promptly shut off. A hand spray shall be used to touch up all spots unavoidably missed by the distributor.

E. Immediately prior to application of the asphalt prime, an inspection will be made by the ENGINEER to verify that the base course has been constructed as specified. Also, all loose and foreign material shall be removed by light sweeping. Material so removed shall not be mixed with cover aggregate.

F. The surface to be primed shall be in a smooth an well-compacted condition, true to grade and cross section, and free from ruts and inequalities.

G. The pressure distributor used for applying prime coat material shall be equipped with pneumatic tires and shall be so designed and operated as to distribute the prime material in a uniform spray without atomization, in the amount an between the limits of temperature specified. It shall be equipped with a speed tachometer registering feet per minute and so located as to be visible to the truck driver to enable him to maintain the constant speed required for application at the specified rate.

H. The pressure distributor shall be equipped with a tachometer registering the pump speed, pressure gauge, and a volume gauge. The rates of application shall not vary from the rates specified by the ENGINEER by more than 10%. Suitable means for accuracy indicating at all times the temperature of the prime material shall be provided. The thermometer well shall be so placed as not to be in contact with a heating tube.

I. The distributor shall be so designed that the normal width of application shall be not less than 6 feet, with provisions for the application of lesser width when necessary. If provided with heating attachments, the distributor shall be so equipped and operated that the prime material shall be circulated or agitated through the entire heating process.

J. The asphalt prime coat should preferably be entirely absorbed by the base course and, therefore, require no sand cover. If, however, it has not been completely absorbed prior to the start of placing the asphalt concrete mixture and in the meantime it is necessary to permit traffic thereon, just sufficient sand shall be spread over the surface to blot up the excess liquid asphalt and prevent picking it up under traffic. Also, sand shall be used in areas where traffic may pass over the prime coat. Prior to placing the asphalt concrete, loose or excess sand shall be swept from the base. If a sand cover is specified in the Supplementary Specifications or noted on the plans to cover asphalt prime, it shall be applied within 4 hours after the application of said prime coat, unless otherwise ordered by the ENGINEER.

K. Liquid asphalt shall be prevented from spraying upon adjacent pavements, structures, guard rails, guide posts, culvert markers, trees, and shrubbery that are not to be removed; adjacent property and improvements; and other facilities or that portion of the traveled way being used by traffic.

L. The CONTRACTOR shall protect the prime coat against all damage and markings, both from and other traffic. Barricades shall be placed where necessary to protect the prime coat. If, after prime coat has been applied satisfaction of the ENGINEER and has bee accepted by him, it is distributed by negligence on the part of the CONTRACTOR, it shall be restored at his expense to its condition at the time of acceptance. No material shall be placed until the prime coat is in a condition satisfactory to the ENGINEER.

2.04 TACK COAT:

A. If the asphalt concrete pavement is being constructed directly upon an existing hard-surfaced pavement, a tack coat shall be evenly and uniformly applied to such existing pavement proceeding the placing of the asphalt concrete. The surface shall be free of water, all-foreign material, or dust when the tack coat is applied. No

greater area shall be treated in any one day than will be covered by the asphalt concrete during the same day. Traffic will not be permitted over tack coating.

B. Tack coat for HMAC shall consist of either rapid curing cut-back asphalt RC-2 diluted by addition of (not to exceed 15 percent by volume) an approved grade of gasoline and/or kerosene; emulsified asphalt, EA-11M diluted with 50 percent water, or a cut-back asphalt made by combining 50 to 70 percent of the asphaltic materials specified for the paving mixture with 30 to 50 percent gasoline and/or kerosene by volume.

C. Tack coat shall conform to the requirements of Section 02620 - Tack Coat, or as specified herein.

D. Application rate shall be 0.10 to 0.15 gallons per square yard as directed by the ENGINEER.

E. A similar tack coat shall be applied to the surface of any course if, in the opinion of the ENGINEER, the surface is such that a satisfactory bond cannot be obtained between it and the succeeding course.

F. When required, the contact surfaces of all cold pavement joints, curbs, gutters, manholes, and the like shall be painted with a tack coat immediately before the adjoining asphalt concrete is placed. Asphalt tack coat shall be applied in controlled amounts as shown on the plans or determined by the ENGINEER. Surfaces where a tack coat is required shall be cleaned to the satisfaction of the ENGINEER before the tack coat is applied.

2.05 MINERAL FILLER:

A. Mineral filler, other than hydrated lime, shall consist of a thoroughly dry stone dust, portland cement or other mineral dust approved by the ENGINEER.

B. The mineral filler shall be free from foreign or other deleterious matter.

C. When tested by the method outlined in SDHPT Test Method Tex-200-F (Part 1 or 3), mineral filler shall meet the following gradations by weight:

Passing No. 30 Sieve	95-100%
Passing No. 80 Sieve	75%
Passing No. 200 Sieve	55%

2.06 Anti-Stripping compound, as required in the job mix formula, shall be furnished in the amounts calculated therein. Lime 1% by wt. of aggregate.

2.07 JOB MIX FORMULA:

A. A job mix formula based on representative samples, including filler if required, shall be determined by the ENGINEER, or submitted by the CONTRACTOR for approval of the ENGINEER.

B. The resultant job mix formula shall be within the master range for the specified type of HMAC.

C. The job mix formula for each mixture shall established a single percentage of aggregate passing each required sieve size, and a single percentage of bituminous material to be added to the aggregate and shall provide for 3 to 5% air voids in the resultant design mix.

During the mix design process the ENGINEER will consider other factors, in addition to air voids and Marshall stability, such as durability, water resistance and asphalt film thickness when developing the mix design.

D. After the job mix formula is established, mixtures for the project shall conform thereto within the following tolerances which may fall outside of the specified master range:

.....Percent by Weight or
.....Volume as Applicable

Passing 1-3/4" sieve, retained on 7/8" sieve	Plus or minus 5
Passing 7/8" sieve, retained on 3/8" sieve	Plus or minus 5
Passing 5/8" sieve, retained on 3/8" sieve	Plus or minus 5
Passing 3/8" sieve, retained on No.4 sieve	Plus or minus 5
Passing No.4 sieve, retained on No.10 sieve	Plus or minus 5
Total retained on No.10 sieve	Plus or minus 5
Passing No.10 sieve, retained on No.40 sieve	Plus or minus 3
Passing No.40 sieve, retained on No.80 sieve	Plus or minus 3
Passing No.80 sieve, retained on No.200 sieve	Plus or minus 3
Passing No.200 sieve	Plus or minus 3
Asphaltic Material wt or 1.2 by vol.	Plus or minus 0.05 by
Mixing Temperature	Plus or minus 20 F

E. Asphaltic mixture shall be tested in accordance with SDHPT Test Method Tex-200-4 (Part I or Part III) and shall have the following laboratory values:

	Surface Course	Base Course
Density– Minimum	95%	95%
Maximum	99%	99%
Optimum	97%	97%
Voids	3 - 7%	4 - 7%
Voids Filled With Asphalt	75 - 85%	65 - 80%
Sand Equivalent	45	45

Combined mineral aggregate prior to additional of asphalt and mineral.

2.08 EQUIPMENT:

A. All equipment for the handling of all material, mixing, and placing of HMAC shall be in accordance with the provisions of Texas SDHPT Item 340.

2.09 STOCKPILING, STORAGE, PROPORTIONING AND MIXING:

A. Stockpiling, storage proportioning and mixing operations shall be in accordance with the Provisions of Texas SDHPT Item 340.

PART 3 - EXECUTION

3.01 WEATHER AND TEMPERATURE LIMITATIONS:

A. Asphaltic mixture, when placed with a spreading and finishing machine, or the tack coat shall not be placed when the air temperature is 50 F and falling, but may be placed when the air temperature is 40 F and rising.

B. Asphaltic mixture, when placed with a motor grader, shall not be placed when the air temperature is 60 F and falling, but may be placed when the air temperature is 50 F and rising.

C. Mat thicknesses of 1½ inches and less shall not be placed when the temperature on which the mat is to be laid is below 50 F.

D. No tack coat or asphaltic mixture shall be placed when the humidity, general weather conditions and temperature and moisture condition of the base, in the opinion of the ENGINEER, are unsuitable.

D. If, after being discharged from the mixer and prior to placing, the temperature of the asphaltic mixture is 50 F or more below the temperature established by the ENGINEER, all or any part of the load may be rejected and payment will not be made for the rejected material.

3.02 EQUIPMENT:

A. Hauling Equipment:

1. Trucks used for hauling asphaltic mixtures shall have tight, clean, smooth metal beds which have been thinly coated with a minimal amount of paraffin oil, lime slurry, tine solution or other approved material to prevent mixture adhesion to the bed.
2. The dispatching of hauling equipment shall be arranged so that all material delivered may be placed and all rolling completed during daylight hours, unless otherwise directed by the ENGINEER.

3. All trucks shall be equipped with a cover of canvas, or other suitable material to protect the mixture from weather or on hauls where the temperature of the mixture will fall below specified level. Use of covers will be as directed by the ENGINEER.

B. Rollers:

1. Pneumatic Tile Roller. This roller shall consist of not less than seven pneumatic tire wheels, running on axles in such manner that the rear group of tires shall cover the entire gap between adjacent tires of the forward group; mounted in a rigid frame; and provided with a loading platform or body suitable for ballast loading. The front axle shall be attached to the frame in such manner that the roller may be turned within a minimum circle. The tire shall afford surface contact pressures up to 90 pounds per square inch or more. The roller shall be so constructed as to operate in both a forward and a reverse direction with suitable provisions for moistening the surface of the tires while suitable provisions for moistening the surface of the tires while operating; and shall be approved by the ENGINEER.

2. Two Axle Tandem Roller. This roller shall be acceptable power-driver, steel-wheel, tandem roller weighing not less than eight tons. It must operate in forward and reverse directions; contain provision for moistening the surface of the wheels while in motion; and shall be approved by the ENGINEER.

3. Three Wheel Roller. This roller shall be an acceptable power- driven, all steel three wheel roller weighing not less than 10 tons. It must operate in forward and reverse directions; contain provisions for moistening the surface of the wheel while in motion; and shall be approved by the ENGINEER.

4. Vibratory Steel Wheel Roller. If approved for use by the OWNER, this roller shall have a minimum weight of six tons. The compactor shall be equipped with amplitude and frequency controls and shall be specifically designed to compact the material on which it is used. It shall be operated in accordance with the manufacturer's recommendations.

C. Straight Edges:

1. The CONTRACTOR shall provide an acceptable 16-foot straight- edges for surface testing. Satisfactory templates shall be provided as required by the ENGINEER.

D. Spreading and Finishing Machine:

1. Bituminous pavers shall be self-contained, power-propelled units, provided with an activated screed or a strike-off assembly, heated if necessary, and capable of spreading and finishing courses of bituminous plant mix material in lane widths applicable to the specified typical section and thickness shown on the plans.

2. The paver shall be equipped with a receiving hopper having sufficient capacity for a uniform spreading operation. The hopper shall be equipped with a distribution system to place the mixture uniformly in front of the screed. Design will be such that no part of the truck weight will be supported by the paver.

3. The screed or strike-off assembly shall effectively produce a finished surface of the required evenness and texture without tearing, shoving or gouging the mixture. When laying mixtures, the paver shall be capable of being operated at forward speeds consistent with satisfactory laying of the mixture. The screed shall be adjustable for both height and crown and shall be equipped with a controlled heating device.

4. The bituminous paver shall be equipped with an automatic leveling device controlled from an external guide. The initial pass for each course shall be made using a paver equipped with a 40-foot minimum external reference, except that this requirements will not apply when asphalt concrete is placed adjacent to portland cement concrete pavement. Subsequent passes may utilize the matching device of one foot minimum length riding on the adjacent lay.

3.03 CONSTRUCTION METHODS:

A. Spreading and Finishing:

1. The asphalt concrete mixture shall be laid on the approved surface, spread and struck off to the grade and elevation established. It shall be spread and compacted in layers as shown on the plans or as directed by the ENGINEER. Bituminous pavers shall be used to distribute the mixture either over the entire width or over such partial width as may be practicable.

2. The ENGINEER will determine a minimum placement temperature within a range from 220 F to 300 F which will produce the required density. The established placement temperature, which is measured immediately behind the laydown machine, shall not vary more than 20 F. If, after being discharged from the mixer and prior to placing, the temperature of asphaltic mixture is 50 F or more below the temperature established by the Engineer, all or any part of the load may be rejected and payment will not be made for rejected material.

3. A conventional paver or suitable equipment approved by the ENGINEER may be used t place asphalt concrete material on shoulders depressed from the traveled lanes in order to established a uniform typical section. Approval of the equipment used will be based upon the results obtained.

4. The asphalt concrete may be dumped from the hauling vehicles directly into the paving machine or it may be dumped upon the surface being paved and subsequently loaded into the paving surface being paved and subsequently loaded into the paving machine; however, no asphaltic concrete shall be dumped from the hauling vehicles at a distance greater than 250 feet in front of the paving machine. When asphaltic concrete is dumped first upon the surface being paved, the loading equipment shall be self-supporting and shall not exert any vertical load on the paving machine. Substantially all of the asphaltic concrete dumped shall be picked up and loaded into the paving machine.

5. To achieve, as far as practicable, a continuous operation, the speed of the paving machine shall be coordinated with the production of the plant. Sufficient hauling equipment shall be available to insure continuous operation.

6. The control system shall control the elevation of the screed at each end by controlling the elevation of one end directly and the other indirectly either through controlling the transverse slope or alternately when directed, by controlling the elevation of each end independently, including any screed attachment used for widening, etc. Failure of the control system to function properly shall be cause for the suspension of the asphaltic concrete operations.

7. When dumping directly into the paving machine from trucks, care shall be taken to avoid jarring the machine or moving it out of alignment.

8. All courses of asphaltic concrete shall be placed and finished by means of self-propelled paving machines except under certain conditions or at certain locations where the ENGINEER deems the use of self-propelled paving machines impracticable.

9. Self-propelled paving machines shall spread the asphaltic concrete without segregation or tearing within the specified tolerances, true to the line, grade, and crown indicated on the plans. Pavers shall be equipped with hoppers and augers which will place the asphaltic concrete evenly in front of adjustable screeds without segregation. Screeds shall include any strike-off device operated by tamping or vibrating action which is effective without tearing, shoving or gouging the asphaltic concrete and which produces a finished surface of an even and uniform texture for the full width being paved. Screeds shall be adjustable as to height and crown and shall be equipped with a controlled heating device for use when required.

10. On areas where irregularities or unavoidable obstacles make the use of mechanical spreading and finishing equipment impracticable, the mixture shall be spread, raked, fluted and compacted with hand tools. For such areas the mixture shall be dumped, spread and screed to give the required compacted thickness.

B. Compaction:

1. Rolling with the 3-wheel and tandem roller shall start longitudnally at the sides and proceed toward the center of the surface course, overlapping on successive trips by at least half the width of the rear wheels.

2. Alternate trips of the roller shall be slightly different in length.

3. Rolling with a pneumatic tired roller shall be as directed by the ENGINEER.

4. Rolling shall continue with no further compression can be obtained and all roller marks are eliminated.

5. The motion of the roller shall be slow enough at all times to avoid displacement of asphaltic materials. If displacement occurs, it shall be corrected immediately by use of rakes and fresh asphaltic mixtures, where required.

6. The roller shall not be allowed to stand on the surface course when it has not been fully compacted and allowed to cool.

7. To prevent adhesion of the surface course to the roller, the wheels shall be kept thoroughly moistened with water; however, excess water shall not be allowed.

8. All precautions shall be taken to prevent dripping of gasoline, oil, grease, or other foreign substances on the surface or base courses during rolling operations or while rollers are standing.

9. With the approval of the ENGINEER, a vibratory steel wheeled roller may be substituted for the 3-wheel roller and tandem roller.

10. Along forms, curbs, headers, walls and other places not accessible to the rollers, the mixture shall be thoroughly compacted with hot hand tampers, smoothing irons, or with mechanical tampers. On depressed areas, a trench roller may be used or cleated compression strips may be used under the roller to transmit compression to the depressed area.

11. Any mixture that becomes loose, broken, mixed with dirt, segregated, or is in any way defective shall be removed and replaced with fresh hot bituminous mixture, which shall be compacted to conform with the surrounding area. Any area showing excess or deficiency of bituminous material shall be corrected immediately as directed by the ENGINEER.

C. In-Place Density:

1. In-place density shall be required for all mixtures except thin irregular depth leveling courses.

2. Each course, after final compaction, shall have a density of not less than 96 percent of the density developed in the laboratory test method outlined in Texas SDHPT Bulletin C-14.

3. Density shall be determined with a portable nuclear test device in conformity with ASTM D-2950.76.

4. Calibration of the portable nuclear device will be established by the ENGINEER from cut pavement samples tested in accordance with AASHTO T-166 (weight, volume method). The density readings of the cut pavement samples determined in accordance with AASHTO T-166 (weight, volume method), and the density readings of the pavement samples determined by the portable nuclear test device in conformity with ASTM D 2950 will be correlated by the ENGINEER.

5. Other methods of determining in-place density may be used as deemed necessary by the ENGINEER.

2. 6. It is intended that acceptance density testing will be done while the bituminous mixture is hot enough to permit further compaction if necessary. If the density of an acceptance section does not meet the specified requirements, the CONTRACTOR shall continue the compaction effort until the optimum density is obtained, but rolling for any compactive effort will not be allowed when the temperature of the mix is below 175 F unless authorized in writing by the ENGINEER. Rerolling the paved surface after it has initially cooled will not be allowed. Regardless of the method of compaction control followed, all rolling shall be completed before the mixture temperature drops below 175 F.

7. If in-place density tests of the mixture produce a value lower than specified and in the opinion of the ENGINEER is not due to a change in the quality of the material, production may proceed with subsequent changes in the mix and/or construction procedures until in-place density equals or exceeds the specified density.

8. In-place density tests will be provided by the ENGINEER unless otherwise specified.

D. Joints:

1. Placing of the asphalt concrete shall be as continuous as possible. Rollers shall not pass over the unprotected end of a freshly laid mixture unless authorized by the ENGINEER.

2. When plant mix bituminous pavement is placed over plant mix bituminous treated base or when plant mixed seal coat is placed over plant mix bituminous pavement, longitudinal joints shall be staggered at least 6 inches with relation to the longitudinal joints of the underlying course.

3. Transverse joints shall have a two foot or 12:1 minimum taper. Longitudinal joints shall have a one foot or 6:1 minimum taper. All transverse tapers shall be cut and squared off prior to commencing new work. Tapered longitudinal joints from previous operations shall be cleaned and tack coated if directed by the ENGINEER. All joints shall be completely bonded. The surface of each course at all joints shall be smooth and shall not show any deviations in excess of 3/16 of an inch when tested with a 10-foot straightedge in any direction.

4. When paving under traffic the CONTRACTOR shall plan his daily surfacing operations on a schedule which will result in not more than one (1) day's operation of exposed longitudinal joints.

5. The longitudinal joints shall not have a height greater than two (2) inches and shall not be left exposed longer than 24 hours.

E. Surface Tolerance:

1. Upon completion, the pavement shall be true to grade and cross section. Except at intersections or any changes of grade, when a 16 foot straight edge is laid on the finished surface parallel to the centerline of the roadway, the surface shall not vary from the edge of the straight edge more than 1/16-inch per foot. Areas that are not within this tolerance shall be brought to grade immediately following the initial rolling. After the completion of final rolling, the smoothness of the course shall be checked, and the irregularities that exceed the specified tolerances or that retain water on the surface shall be corrected by removing the defective work and replacing with new material as directed by the ENGINEER at the expense of the CONTRACTOR.

F. Manholes and Valve Covers:

1. Manhole frames and valve covers shall be adjusted prior to placing the surface course.

G. Compacted Thickness of HMAC Surface and Base Courses:

1. Surface Courses. The compacted thickness or depth of the asphaltic concrete surface course shall be as shown on the plans. Where the plans require a depth or thickness of the surface course greater than two inches compacted depth, same shall be placed in multiple courses of equal depth, each of which shall not exceed two inches compacted depth. If, in the opinion of the ENGINEER, an additional tack coat is considered necessary between any of the multiple courses, it shall be applied at the rate as directed.

2. Base Courses. The compacted thickness or depth of each base course shall be as shown on the plans. Where the plans require a depth or thickness of the course greater than 4 inches, same shall be accomplished by constructing multiple lifts of approximately equal depth, each of which shall not exceed these maximum compacted depths. If, in the opinion of the ENGINEER, an additional tack coat is considered necessary between any of the multiple lifts, it shall be applied as hereinbefore specified and at the rate as directed.

H. Pavement Thickness Tests:

1. Pavement Thickness Test. Upon completion of the work and before final acceptance and final payment shall be made, pavement thickness test shall be made by the ENGINEER or his authorized representative unless otherwise specified in the special provisions or in the plans. The number and location of tests shall be at the discretion of the ENGINEER. The cost for the initial pavement thickness test shall be at the expense of the ENGINEER. In the event a deficiency in the thickness of pavement is revealed during normal testing operations, subsequent tests necessary to isolate the deficiency shall be at the CONTRACTOR's expense. The cost for the additional coring test shall be at the same rate charged by commercial laboratories.

I. Roadway Density

1. Roadway density shall meet requirements as outlined in the follows. One density test will be taken every 1000' which ever is less or as directed by the Engineer. The density shall be with in the limits of max 98% and min 91%. The QC/QA target density will be 96%. If, the first density test fails and additional four will be taken as director by the Engineer. When the average of five densities tests results fail to meet the specification the asphalt shall be removed and replaced to meet specification requirements as ordered by the ENGINEER.

PART 4 - MEASUREMENT AND PAYMENT

4.01 INCIDENTAL WORK:

A. Prime coat, anti-stripping compound, where used and tack coat shall not be measured for direct payment, but shall be considered as subsidiary work pertaining to the placing of asphaltic mixtures of the contract price.

4.02 MEASUREMENT:

A. Hot-mix asphalt concrete material shall be measured by the ton of 2,000 pounds or by the square yard of the type or types used in the completed and accepted work or as shown on the bid proposal form. Should no item be provided in bid proposal form, all work shall be subsidiary to all the items of the bid.

B. Weight shall be determined by a certified scale approved by the OWNER and recorded serially numbered weight tickets, identifying the vehicle and presented to the ENGINEER's representative on the job.

4.03 PAYMENT:

A. Work performed and materials furnished, as prescribed by this item, measured as provided herein, shall be paid at the unit bid price per ton or square yard for the type or types of hot mix asphalt concrete pavement shown on the proposal.

B. Unit bid price shall be payment in full for quarrying; furnishing all materials; for all heating; mixing; hanling; cleaning existing base course or pavement; placing asphaltic mixtures; rolling and finishing; and for all labor, tools, equipment and incidentals necessary to complete the work, including the work and materials involved in the application of prime coat and tack coat.

END OF SECTION

Project Number: BORDER COLONIA ACCESS PROGRAM

County: HIDALGO COUNTY PRECINCT #1

Highway: VARIOUS SUBDIVISIONS

ITEM 400

EXCAVATION AND BACKFILL FOR STRUCTURES

400.1. Description. This Item shall govern for the excavation, bedding, backfill and/or portland cement stabilized backfill required for the construction of all structures, except drilled shafts. This Item shall also govern for any necessary sloping, pumping or bailing, for drainage, and for all sheeting and bracing of excavation walls up to five (5) feet in depth. Excavation greater than five (5) feet in depth shall be protected as specified in Item 402, "Trench Excavation Protection" or Item 403, "Temporary Special Shoring." Unless otherwise provided, the work included herein shall provide for the removal of old structures or portions thereof (abutments, wingwalls, piers, house foundations, old sewers, sewer appurtenances, etc.), trees and all other obstructions to the proposed construction, the blocking of the ends of abandoned sewers cut and left in place, and the protection of existing utilities. Also governed by this Item are the cutting and restoration of pavement and base courses, the construction and removal of any required cofferdams, the hauling and disposition of surplus materials and the bridging of trenches and other provisions for maintenance of traffic or access.

400.2. Excavation.

(1) General. Excavation shall conform to the lines and grades shown on the plans or as directed by the Engineer.

When trench and/or negative projecting conditions for concrete pipe culverts are required by design, an excavation diagram will be shown on the plans. These limits of excavation shall not be exceeded.

(a) Disposal of Excavation. All materials from excavation operations not required for backfilling and that are considered satisfactory, may be placed in embankment in accordance with Item 132, "Embankment." All excess material or material not satisfactory for use in embankment will become the property of the Contractor. All surplus material shall be removed from the work site promptly following the completion of the portion of the structure involved and disposed of in a manner satisfactory to the Engineer.

Whenever excavation is made for installing structures across private property or beyond the limits of the embankment, the top soil removed in the excavation shall be kept separate and replaced, as nearly as feasible, in its original position, and the entire area involved in the construction operations shall be restored to a condition acceptable to the Engineer.

(b) Excavation in Streets. Where structures are installed in streets, highways or other paved areas, the work shall include the cutting of pavement and base to neat lines and the restoration of pavement structure after structural excavation and backfill are completed. The type and thickness of replacement materials shall be as shown on the plans. Any work done or any damage to base and/or pavement incurred outside the limits shown on the plans or authorized by the Engineer, will not be measured for payment, but shall be restored at the Contractor's expense.

Maintenance and control of traffic shall be in accordance with the approved traffic control plan and Manual on Uniform Traffic Control Devices.

(c) Protection of Utilities. The Contractor shall conduct his work with a minimum disturbance of existing utilities and it shall be his responsibility to coordinate all work in or near the utilities with the utility owners. The Contractor shall inform utility owners sufficiently in advance of his operations to enable them to identify and locate, reroute, provide temporary detours, or to make other adjustments to utility lines in order that work may proceed with a minimum of delay. The Contractor shall cooperate with all utility owners concerned for any utility adjustments necessary.

Particular care shall be exercised to avoid the cutting or damaging of underground utility lines that are to remain in place. Such lines, if damaged shall be restored promptly and shall be handled in accordance with Article 7.11. When active sanitary sewer lines are cut during excavation operations, temporary flumes shall be provided across the excavation, while open, and the lines shall be restored when the backfilling has progressed to the original bedding lines of the cut sewer.

(d) Removing Old Or Abandoned Structures. When old or abandoned structures or foundations are encountered in the excavation, such obstructions shall be removed for the full width of the excavation and to a depth of one (1) foot below the bottom of the excavation. When old inlets or manholes are encountered and no plan provision is made for adjustment or connection to the new structures, such manholes and inlets shall be removed completely to a depth one (1) foot below the bottom of the excavation. In each instance, the bottom of the excavation shall be restored to grade by backfilling and compacting by the methods provided hereinafter for backfill. Where the excavation cuts through abandoned sewers, these sewers shall be removed as required to clear the new structure and plugged in a manner approved by the Engineer.

(e) Dewatering Of Excavation Area. Structures shall not be constructed or laid in the presence of water unless approved by the Engineer. Setting of precast members, placement of concrete, or pipe placing operations shall be performed on a dry firm bed. This shall be accomplished by removal of water from the surface of the bed by bailing, pumping, wellpoint installation, deep wells, french drains, or any other method approved by the Engineer.

For foundations placed in the presence of water, when approved by the Engineer, pumping or bailing from the interior of any foundation enclosure shall be done in a manner which precludes the possibility of movement of water through or alongside any concrete being placed. No pumping or bailing will be permitted during the placing of structural concrete, or for a period of at least 36 hours thereafter, unless from a suitable sump separated from the concrete work. Pumping or bailing during placement of seal concrete shall be only to the extent necessary to maintain a static head of water within the cofferdam. Pumping or bailing to dewater a sealed cofferdam shall not be started until the seal has aged at least 36 hours.

In the event that the excavation cannot be dewatered to the point where the subgrade is free of mud, or it is difficult to keep the reinforcing steel clean in cast-in-

place structures, a special material shall be used in the bottom of the excavation. Such special material shall be a minimum depth of three (3) inches and shall consist of a lean concrete mixture (not less than three (3) sacks of cement per cubic yard), or other material approved by the Engineer.

(2) Bridge Foundations and Retaining Walls. To determine the adequacy of a proposed foundation, the Engineer may require the Contractor to make soundings or take cores to determine the character of the subgrade materials. The maximum depth of soundings or cores will not exceed five (5) feet below the proposed footing grade.

Care shall be taken not to disturb the material below the bottom of footing grade. Backfilling in a foundation to compensate for excavation which has extended below grade will not be permitted. Such areas below grade shall be filled with concrete at the time the footing is placed. The additional concrete involved shall be at the Contractor's expense.

Unless otherwise required herein or on the plans, rock or other hard foundation material shall be free from all loose material, clean, and cut to a firm surface which may be level, stepped, or serrated, as directed by the Engineer. All seams shall be cleaned out and filled with concrete at the time the footing is placed.

When the material encountered at footing grade of a retaining wall, bridge bent or pier is found to be partially of rock or incompressible material and partially of a compressible material, the foundation shall not be placed until the Engineer has inspected the footing and authorized necessary changes to provide a uniform bearing condition.

(3) Culverts. For all single and multiple box culverts, pipe culverts, pipe arch culverts, long span structural plate structures, box sewers, and pipe sewers where the soil encountered at established footing grade is an unstable or incompressible material, the following procedure shall be used unless other methods are called for on the plans:

Unstable material shall be removed to a depth not to exceed two (2) feet below the footing of the structure unless additional depth is authorized by the Engineer. All soil removed shall be replaced with stable material in uniform layers not to exceed eight (8) inches in depth (loose measurement). Each layer shall have sufficient moisture to be compacted by rolling or tamping as required to provide a stable foundation for the structure.
When it is not feasible to construct a stable footing as outlined above, the Contractor shall use special materials, such as flexible base, cement stabilized base, cement stabilized backfill or other material, as directed by the Engineer. This work will be paid for as provided in Article 400.8. Special material used, or additional excavation made, for the Contractor's convenience to expedite the work, will be at the Contractor's expense.

When the material encountered at the footing grade of a structure is found to be rock, partially rock or other incompressible material, the incompressible material shall be removed to a depth of six (6) inches below the footing grade and backfilled

with a compressible material approved by the Engineer and compacted in accordance with Article 400.5.

(4) Trench. Unless otherwise shown on the plans, all sewer pipe structures shall be constructed in an open cut with vertical sides to a point one (1) foot above the pipe. When site conditions or the plans do not prohibit the sloping of the cut, the excavation one (1) foot above the pipe may be stepped and/or the sides laid back to a stable slope. Required vertical sides shall be sheeted and braced when necessary to maintain the required vertical excavation throughout the construction period.

For all pipe sewers to be constructed in fill above natural ground, the embankment shall first be constructed to an elevation not less than one (1) foot above the top of the pipe, after which excavation for the pipe shall be made as noted above.

Unstable or incompressible material shall be removed in accordance with Subarticle 400.2.(3). For unstable trench conditions requiring outside forms, seals, sheeting and bracing, or where ground water is encountered, any additional excavation and backfill required shall be done at the Contractor's expense for trenches up to five (5) feet in depth.

400.3. Cofferdams. The term cofferdam designates any temporary or removable structure constructed to hold the surrounding earth, water, or both out of the excavation, whether the structure is formed of soil, timber, steel, concrete, or a combination of these. The "cofferdam" shall also include the use of pumping wells or well points used for the same purpose. The cost of cofferdams shall be included in the price bid for excavation except where temporary special shoring is shown on the plans to provide excavation protection.

For sheet pile or other types of cofferdams which require internal bracing, the Contractor shall submit details and design calculations bearing the seal of a Registered Professional Engineer for review. The maximum stresses shall not exceed 125 percent of the working allowable stresses used by the Department for the design of structures. The interior dimensions of cofferdams shall provide sufficient clearance for the construction, inspection (inside and outside), and removal of any required forms and to permit pumping outside the forms. In general, sheet pile cofferdams shall extend well below the bottom of the footings and any concrete seal and shall be well braced and as watertight as practicable.

Concrete for foundation seals, unless otherwise specified shall be Class E concrete in accordance with Item 421, "Portland Cement Concrete." The concrete seal shall be placed in accordance with Item 420, "Concrete Structures." Seal concrete when authorized by the Engineer will be paid for as provided in the various bid items. If no direct method of payment is provided in the contract for seal concrete, the work will be measured and paid for in accordance with Article 4.3. Seal placed for the convenience of the Contractor will be at the Contractor's expense.

When the Engineer judges it to be impractical to dewater a cofferdam and a concrete seal is to be placed around piling driven therein, the excavation shall be deep enough to allow for swell of the material during pile driving operations. After driving the piling, all swelling material shall be removed to the bottom of the seal grade. Where it is possible to dewater the cofferdam without placing a seal, the foundation material shall be removed to exact footing grades after piling are driven. Backfilling a foundation to compensate for

excavation which has been extended below grade will not be permitted. Such areas below grade shall be filled with concrete at the time the seals or footings are placed. The additional concrete quantities necessary to compensate for excavation below grade shall be at the Contractor's expense.

Unless otherwise provided, cofferdams shall be removed by the Contractor after the completion of the substructure without disturbing or damaging the structure.

400.4. Shaping and Bedding. For precast pipe and box sections, the excavation shall be undercut a minimum depth sufficient to accommodate the class of bedding indicated on the plans and conforming to the bedding requirements of this Item. Where cement stabilized backfill is indicated on the plans, the excavation shall be undercut a minimum of four (4) inches and backfilled with stabilized material to support the pipe at the required grade.

Three classes of bedding for trench or embankment conditions are shown in Figures 1, 2, and 3. Bedding shall be in accordance with Class C bedding unless otherwise shown on the plans. The Engineer may require the use of a template to secure reasonably accurate shaping of the foundation material.

400.5. Backfill.

(1) General. As soon as practical, all portions of the excavation not occupied by the permanent structure shall be backfilled. Backfill material may be obtained from excavation or from other sources. Backfill material shall be free from stones of such size as to interfere with compaction; free from large lumps which will not break down readily under compaction; and free from frozen lumps, wood, or other extraneous material.

Backfill which will not support any portion of the completed roadbed or embankment shall be placed in layers not more than 10 inches in depth (loose measurement). Backfill which will support any portion of the roadbed or embankment shall be placed in uniform layers not to exceed eight (8) inches in depth (loose measurement). Each layer of backfill shall be compacted to a density comparable with the adjacent undisturbed soil or as shown on the plans.

Each layer of backfill material, if dry, shall be wetted uniformly to the moisture content required to obtain a density comparable with the adjacent undisturbed soil or as shown on the plans and shall be compacted to that density by means of mechanical tamps or rammers. The use of rolling equipment of the type generally used in compacting embankments will be permitted on portions which are accessible to such equipment.

When tamping equipment is furnished which, when proven to the satisfaction of the Engineer, will adequately compact the backfill material to the density required, the eight (8) inch and 10 inch lifts (loose measurement) specified above may be increased to lifts not to exceed 12 inches.

Cohesionless materials, such as sand, may be used for general backfilling purposes. Compaction of cohesionless materials shall be done with vibratory equipment, water ponding or a combination thereof.

(2) Bridge Foundations, Retaining Walls, And Culverts. No backfill shall be placed against any structure until the concrete has reached the minimum flexural strength required in Item 421, "Portland Cement Concrete."

The material used for backfilling shall be free of any appreciable amount of gravel or stone particles more than four (4) inches in greatest dimension and shall be of a gradation that permits thorough compaction. The use of rock or gravel mixed with soil will be permitted, provided the percentage of fines is sufficient to fill all voids and insure a uniform and thoroughly compacted mass of proper density.

When the excavation has been made through a hard material resistant to erosion, the Engineer may require the backfill around piers and in front of abutments and wings to be of stone or lean concrete. Unless otherwise provided, such backfill will be measured and paid for as extra work in accordance with Article 4.3.

Embankment which is too close to a structure to permit compaction by the use of the blading and rolling equipment used on adjoining sections of embankment, shall be placed and compacted in accordance with Subarticle 400.5(1). Mechanical tamps or rammers shall be required when the structure being backfilled could sustain damage from other compacting operations.

Care shall be taken to prevent any wedging action of backfill against the structure, and the slopes bounding the excavation shall be stepped or serrated to prevent such action. Backfill placed around piers shall be deposited uniformly.

(3) Pipe. After the bedding and pipes have been installed as required, the selected backfill materials shall be brought to proper moisture condition, placed along both sides of the pipe equally, in uniform layers not exceeding eight (8) inches in depth (loose measurement), and each lift thoroughly compacted mechanically. Special care shall be taken to secure thorough compaction of the materials placed under the haunches of the pipe and to prevent damage or displacement of the pipe. Filling and/or backfilling shall be continued in this manner to the elevation of the top of the pipe. Backfill above the top of the pipe shall be placed and compacted in accordance with Subarticle 400.5(1). During construction, protection of the pipe shall be in accordance with the pertinent pipe item. Pipe damaged by the Contractor during construction shall be replaced at the Contractor's expense or repaired to the satisfaction of the Engineer.

The Engineer may reject any material containing more than 20 percent by weight of material retained on a three (3) inch sieve, or material excavated in such a manner as to produce large lumps not easily broken down or which cannot be spread in loose layers. In general, material excavated by means of a trenching machine will meet the requirements above, provided large stones are not present.

Where sewers extend beyond the toe of slope of the embankment and the depth of cover provided by backfill to the original ground level is less than the minimum required by the specifications for the type of pipe involved, additional material shall be placed and compacted, as herein specified for backfill outside the limits of the roadbed, until this minimum cover has been provided.

400.6. Cement Stabilized Backfill. When shown on the plans, the excavation shall be backfilled to the elevations shown with cement stabilized backfill. Unless otherwise shown on the plans, cement stabilized backfill shall contain aggregate, water and a minimum of seven (7) percent portland cement based on the dry weight of the aggregate, in accordance with Test Method Tex-120-E. Aggregate shall be as shown on the plans or as approved by the Engineer.

Cement stabilized backfill below the top of sewers, manholes, inlets, or other structures shall be placed equally along all sides of the structure so as to prevent strain on or displacement of the structure. Cement stabilized backfill shall be placed in a manner that will completely fill all voids in the trench. Should compaction be required to fill all voids, hand operated tampers may be used.

400.7. Measurement. Excavation and backfill will be measured by the cubic yard. Cutting and restoring of pavement will be measured by the square yard.

This is a plans quantity measurement Item and the quantity to be paid for will be that quantity shown in the proposal and on the "Estimate and Quantity" sheet of the contract plans, except as may be modified by Article 9.8. If no adjustment of quantities is required, additional measurements or calculations will not be required.

Unless otherwise shown on the plans, structural excavation for pipe headwalls, inlets, manholes, culvert widening (extensions) 15 feet or less in length, bridge abutments, retaining walls and side road and private entrance pipe culverts will not be measured but shall be considered subsidiary to the various bid items.

For culvert widening (extensive) greater than 15 feet, quantities for structural excavation will be shown on the plans.

Structural excavation will be measured by the cubic yard computed by the method of average end areas using the following limits to establish templates for measurement:

(1) For all excavation requiring measurement, except that required for the barrels of pipe culverts; for structural plate structures no material outside of vertical planes one (1) foot beyond the edges of the footings and parallel thereto will be included, unless otherwise shown on the plans. When the plans provide the Contractor the option of cast-in-place or precast boxes, measurement will be based on the cast-in-place option.

(2) For pipes 42 inches or less in nominal or equivalent diameter, no material outside of vertical planes one (1) foot beyond the horizontal projection of the outside surfaces of the pipe and parallel thereto will be included. For pipes more than 42 inches in nominal or equivalent diameter, no material outside of vertical planes located two (2) feet beyond the horizontal projection of the outside surfaces of the pipe and parallel thereto will be included. Excavation for pipes shall be measured between the extreme ends of the completed structure, including any end appurtenances, as shown on the plans and from centerline to centerline of inlets, manholes, etc., therein. When excavation for appurtenances is measured for payment, the limits of excavation for the pipes shall not overlap those of the appurtenances.

(3) For structural plate structures no material outside of vertical planes three (3) feet beyond the horizontal projection of the outside surfaces of the structure(s) and parallel thereto will be included. When the quality of the existing soil or embankment is less than that of the proposed backfill material, the excavation shall be extended for measurement to vertical planes located at one-half of the span beyond the horizontal projection of the outside surfaces of the structure(s) and parallel thereto.

(4) If a cofferdam is used, the limitations of Subarticle 400.7.(1) shall apply just as if no cofferdam were used. Excavation quantities for foundations shown on the plans and in the proposal where cofferdams are required shall be considered as final quantities and no further measurement will be made.

(5) Where excavation, in addition to that allowed for the footings, is required for other portions of the structure, such as for the cap, cross strut, or tie beam of a pier or bent or for the superstructure, measurement for such additional excavation will be limited laterally by vertical planes one (1) foot beyond the face of the member and parallel thereto and vertically to a depth of one (1) foot below the bottom of such member.

(6) No measurement will be made of any excavation necessary for placing forms or falsework except as allowed by the above conditions.

(7) At all structure sites except at culverts and trench excavations, the measurement of structural excavation will include only material below or outside the limits of the completed road or channel excavation.

Trench excavation in fill above natural ground, as specified in Subarticle 400.2.(4), will be measured for payment. Quantities will include that area as specified in Subarticle 400.7.(2) plus one (1) foot above the top of the pipe, regardless of the height of fill previously made.

(8) Excavation required for shaping the slopes of header banks which were built by prior contract and upon which riprap is to be placed will be measured as "Structural Excavation, (Riprap)."

(9) For all culverts, except for side road and private entrance culverts, all excavation within the limits of the structure and below or outside the limits of the completed roadway excavation, will be measured as culvert excavation. Where the overall normal width of the culvert is 12 feet or less, measurement will be as "Structural Excavation, Culvert, Small." Where the overall normal width of the culvert exceeds 12 feet, measurement will be as "Structural Excavation, Culvert, Large."

(10) Where excavation diagrams are shown on the plans, they shall take precedence over these provisions.

(11) Measurement will not include materials removed below footing grades to compensate for anticipated swelling due to pile driving, nor will it include material required to be removed due to swelling beyond the specified limits during pile driving operations.

(12) Measurement will not include additional volume caused by slips, slides, cave-ins, silting, or fill material resulting from the action of the elements or the Contractor's operation.

(13) Where rock, or other incompressible or unstable material is undercut to provide a suitable foundation for pipe or box sections, such material below grade, which is directed by the Engineer to be removed, will be measured for payment.

(14) No allowance will be made for any variance from plan quantity incurred by an alternate bid.

(15) Additional measurement will be made of the volume of excavation involved in the lowering or raising of the elevation of a footing, foundation, or structure unit, when such grade change is authorized by the Engineer.

(16) Cement stabilized backfill will be measured in accordance with the backfill diagram shown on the plans. The quantity of "Cement Stabilized Backfill" shown on the plans shall be considered as final quantities and no further measurement will be required. Changes in alignment or grade as authorized by the Engineer will be measured for payment.

(17) The work to be done in the cutting and restoring of pavement will be measured in accordance with the dimensions shown on the plans. The excavation below the pavement and/or base shall be measured as structural excavation of the pertinent type.

400.8. Payment. The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Structural Excavation," "Structural Excavation (Bridge)," "Structural Excavation (Culvert, Small)," "Structural Excavation (Culvert, Large)," "Structural Excavation (Trench)," "Structural Excavation (Riprap)," "Cement Stabilized Backfill" and "Cutting and Restoring Pavement."

Payment for removal and replacement of unstable or incompressible material below the footing grades of culverts as provided for in Subarticle 400.2.(3) will be made as follows:

> When the plans specify or when the Engineer directs the use of special materials such as flexible base, cement stabilized base, cement stabilized backfill or other special material, payment for excavation below the footing grades shall be made at the unit price bid for "Structural Excavation" of the pertinent type. Payment for furnishing, hauling, placing and compacting the flexible base, cement stabilized base, cement stabilized backfill or other special materials will be made at the unit price bid for these items in the contract or in accordance with Article 4.3. in cases where the required material is not a bid item.

Where special materials are not required or specified, payment for the removal and replacement of unstable and/or incompressible material will be made at a price equal to 200 percent of the unit price bid per cubic yard for "Structural Excavation" of the pertinent type. This price shall be full compensation for removing the unstable or incompressible material, furnishing, hauling, placing and compacting suitable replacement material and for all labor, equipment, tools, and incidentals necessary to complete the work.

If no direct method of payment is provided in the contract for culvert excavation and no special materials are required or specified, the removal and replacement of unstable or incompressible material, when such work is authorized by the Engineer, will be measured and paid for at fifteen dollars ($15.00) per cubic yard.

Should the Engineer deem it necessary to lower a bridge foundation to an elevation below the grade shown on the plans, such over excavation below plan will be paid for as "Structural Excavation" at an adjusted unit price as defined herein. Payment will be made at a unit price equal to 115 percent of the contract unit price bid for all over excavation where the revised footing grade does not vary from plan grade by more than five (5) feet.

Payment will be made at a unit price of 125 percent of the contract unit price bid for all over excavation where the revised grade varies from plan grade by more than five (5) feet but not in excess of 10 feet. In cases where the revised footing grade varies from plan grade by more than 10 feet, a supplemental agreement shall be prepared to establish a unit price with which to make payment for the over excavation.

No direct payment will be made for backfilling around structures. Payment for the backfilling and compacting of areas which were removed as structural excavation shall be included in the unit price bid for "Structural Excavation."

Unless otherwise shown on the plans, structural excavation which has been completed to the satisfaction of the Engineer, but not backfilled, a partial payment of 50 percent of the price bid will be made. The remaining amount will be paid upon the satisfactory completion of the backfilling.

This price shall be full compensation for all excavation, bedding, and backfill including placing, sprinkling and compaction of material; all soundings; cleaning and filling seams; constructing all cofferdams; all dewatering; and for furnishing all materials, hauling, labor, equipment, tools, sheeting and/or bracing of excavations up to and including five (5) feet in depth, pumps, drills, explosives, disposition of surplus material, cutting pavement and base to neat lines; and for incidentals necessary to complete the work, except that protection methods for excavations greater than five (5) feet in depth shall be measured and paid for as required under Item 402, "Trench Excavation Protection" or Item 403, "Temporary Special Shoring."

Project Number: BORDER COLONIA ACCESS PROGRAM

County: HIDALGO COUNTY PRECINCT #1

Highway: VARIOUS SUBDIVISIONS

ITEM 464

REINFORCED CONCRETE PIPE

464.1.1. Description.

This Item shall govern for furnishing and installing all concrete pipe and materials and for constructing precast concrete pipe culverts or precast concrete sewer mains, laterals, stubs and inlet leads. The pipes shall be of the sizes, strengths and dimensions shown on the plans and shall include all connections to new or existing pipes, sewers, manholes, inlets, headwalls and other appurtenances and jointing materials as may be required to complete the work.

464.2. Materials.

(1) General. Except as modified herein, precast reinforced concrete pipe shall conform to the design shown on the plans and to ASTM C76 or C655 for circular pipe; ASTM C506 for arch pipe or ASTM C507 for horizontal elliptical pipe.

All precast concrete pipe shall be machine made or cast by a process which will provide for uniform placement of the concrete in the form and compaction by mechanical devices which will assure a dense concrete. Concrete shall be mixed in a central batch plant or other approved batching facility from which the quality and uniformity of the concrete can be assured. Transit mixed concrete will not be acceptable for use in precast concrete pipe.

Unless otherwise shown on the plans, not more than two (2) holes may be placed in the top section of precast pipe for lifting and placing. The holes may be cast, cut, or drilled in the wall of the pipe. The holes shall not exceed three (3) inches in diameter at the inside surface of the pipe wall. Not more than one (1) longitudinal wire or two (2) circumferential wires may be cut per layer of reinforcing steel when locating lift holes in the pipe wall. After the pipe is in place, lift holes shall be filled with concrete or mortar or precast concrete plugs to the satisfaction of the Engineer.

The Contractor has the option of using portland cement or portland cement plus fly ash. When fly ash is used, then "cement" shall also be defined as "cement plus fly ash". "Cement plus fly ash" shall be composed of portland cement of the type specified and 20 to 35 percent fly ash by absolute volume. Type B fly ash shall not be used when Type II cement is shown on the plans. When portland cement is partially replaced, blended or otherwise modified by a pozzolan, the pozzolan is defined and limited to fly ash conforming to Department Materials Specification D-9-8900, "Fly Ash".

Copies of Departmental Materials Specifications are available from the Texas Department of Transportation, Division of Materials and Tests, 125 East 11th St., Austin, Texas 78701-2483.

(2) Design. Circular pipe shall be of the class or D-load shown on the plans. Regardless of the design shown, the Contractor may furnish pipe to either ASTM C76 or ASTM C655 specifications. Table C outlines the class and D-load equivalents. For concrete pipe arch or elliptical pipe, the minimum design shall conform to Table A or B.

TABLE A *

Arch Pipe

Design Size	Equiv. Dia. In.	Rise In.	Span In.
1	18	13 1/2	22
2	21	15 1/2	26
3	24	18	28 1/2
4	30	22 1/2	36 1/4
5	36	26 5/8	43 3/4
6	42	31 5/16	51 1/8
7	48	36	58 1/2
8	54	40	65
9	60	45	73
10	72	54	88

TABLE B *

Horizontal Elliptical Pipe

Design Size	Equiv. Dia. In.	Rise In.	Span In.
1	18	14	23
2	24	19	30
3	27	22	34
4	30	24	38
5	33	27	42
6	36	29	45
7	39	32	49
8	42	34	53
9	48	38	60
10	54	43	68

*Minimum height of cover required is one (1) foot.
*Maximum height of cover is eight (8) feet.

TABLE C
CIRCULAR PIPE
(CLASS, D-LOAD EQUIVALENTS)

Error! Reference source not found. C76	**C655**
CLASS I	800D-LOAD
CLASS II	1000D-LOAD
CLASS III	1350D-LOAD
CLASS IV	2000D-LOAD
CLASS V	3000D-LOAD

Reinforced concrete pipe for jacking, boring or tunneling shall meet the requirements of the pertinent ASTM specification with the following additional requirements:

The pipe shall have circular reinforcement and for 30 inch and larger diameters shall have an additional layer of Class III reinforcement, 12 inches long, extending into both the tongue and groove of the joint to within 3/4 inch of the end of the tongue and the groove. The minimum wall thickness shall be wall "B" for the diameter specified, unless special designs are required. The minimum concrete compressive strength for jacking and boring pipe shall be 5000 psi. Variations in the laying length of opposite sides shall not exceed 3/8 inch for pipe diameters 24 inches through 60 inches and 1/2 inch for pipe diameters 66 inches and larger. The maximum joint taper shall be 7 degrees for tongue and groove pipe and 2 degrees for O-ring gasket pipe. Pipe manufactured to these additional requirements shall be marked to identify pipe for jacking and boring.

The plans will provide a summary indicating the locations and length for all pipe. In addition, the diameter, required D-load and/or class for full circle pipe, and/or the design size for pipe arch or elliptical pipe will also be shown.

(3) Physical Test Requirements. The acceptability of the pipe shall be determined by the results of the physical tests outlined herein; by appropriate material tests required in ASTM C76, C506, C507, or C655; by absorption tests on selected samples from the wall of the pipe; and by inspection of the finished pipe to determine its conformance with the required design and its freedom from defects. Three-Edge Bearing tests shall be performed on one (1) pipe for each 100 pipe or fraction thereof of each design or shape, size, class or D-load for the load to produce a 0.01 inch crack and, at the discretion of the Engineer, the pipe may be tested to ultimate load.

As an alternate to the Three-Edge Bearing test, concrete pipe 60 inches in diameter and larger may be accepted on the basis of compressive strength of cores cut from the wall of the pipe. The manufacturer shall furnish facilities and personnel for taking the cores and determining the compressive strength of the samples. Three-Edge Bearing tests and core tests shall be in accordance with ASTM C497.

The manufacturer shall plug and seal coreholes in the pipe wall, after testing, in a manner satisfactory to the Engineer.

(4) Marking. The following information shall be clearly marked on each section of pipe:

(a) The class or D-load of pipe.

(b) The date of manufacture.

(c) The name or trademark of the manufacturer.

(d) One end of each section of pipe with elliptical reinforcement shall be clearly marked during the process of manufacture or immediately thereafter on the inside and the outside of opposite walls to show the location of the "top" or "bottom" of the pipe as it should be installed, unless the external shape of the pipe is such that the correct position of the top and bottom is obvious. Marking shall be indented on the pipe section or painted thereon with waterproof paint.

(e) Pipe for jacking and boring shall be identified for the intended use.

(5) Inspection. The quality of materials, the process of manufacture, and the finished pipe shall be subject to inspection and approval by the Engineer at the pipe manufacturing plant. In addition, the finished pipe shall be subject to further inspection by the Engineer at the project site prior to and during installation.

(6) Causes for Rejection. Pipe shall be subject to rejection for failure to conform to any of the specification requirements. Individual sections of pipe may be rejected because of any of the following:

(a) Fractures or cracks passing through the shell, except for a single end crack that does not exceed the depth of the joint.

(b) Defects that indicate imperfect proportioning, mixing and molding.

(c) Surface defects indicating honeycombed or open texture.

(d) Damaged ends, where such damage would prevent making a satisfactory joint.

(e) Any continuous crack having a surface width of 0.01 inch or more and extending for a length of 12 inches or more, regardless of position in the wall of the pipe.

(7) Repairs. Pipe may be repaired if necessary, because of occasional imperfections in manufacture or accidental injury during handling and will be acceptable if, in the opinion of the Engineer, the repairs are sound, properly finished and cured, and the repaired pipe conforms to the requirements of the specifications.

(8) Rejections. All rejected pipe will be plainly marked by the Engineer by painting colored spots over the Division of Materials and Tests monogram on the inside wall of the pipe and on the top outside wall of the pipe. The painted spots shall be sufficient to identify the rejected pipe but no larger than four (4) inches in diameter. Rejected pipe shall not be defaced in any other manner. The Contractor shall remove the rejected pipe from the project and replace with pipe meeting the requirements of this Item.

(9) Jointing Materials. Unless otherwise specified on the plans the Contractor shall have the option of making the joints using any of the materials described herein. For all jointing materials except mortar, the Contractor shall furnish the Engineer the Manufacturer's Certificate of Compliance.

(a) Mortar. Mortar for joints shall be in accordance with the section, "Jointing", of this Item.

(b) Cold Applied, Plastic Asphalt Sewer Joint Compound. This material shall consist of natural and/or processed asphalt base, suitable volatile solvents and inert filler. The consistency is to be such that the ends of the pipe can be coated with a layer of the compound up to one-half inch thick by means of a trowel. The joint compound shall cure to a firm, stiff plastic condition after application. The material shall be of a uniform mixture and any small separation occurring in the container shall be stirred to a uniform mix before use.

This material shall meet the following requirements when tested in accordance with Test Method Tex-526-C:

Asphalt Base, 100% - % Volatites - % Ash, % by weight	28-45
Volatiles, 212 F Evaporation, 24 h, % by weight	10-26
Mineral Matter, determined as Ash, % by weight	30-55
Consistency, Cone Penetration, 150 q, 5 sec, 77 F	150-275

(c) Rubber Gaskets. These gaskets shall conform to ASTM C361 or C443. The design of the joints and permissible variations in dimensions shall be in accordance with ASTM C443. The Contractor shall furnish the Engineer the Manufacturer's Certificate of Analysis.

(d) Cold Applied Preformed Plastic Gaskets. Preformed plastic gaskets shall be suitable for sealing joints of tongue and groove concrete pipe. The gasket sealing the joint shall be produced from blends of refined hydrocarbon resins and plasticizing compounds reinforced with inert mineral filler and shall contain no solvents, irritating fumes or obnoxious odors. The gasket joint sealer shall not depend on oxidizing, evaporating, or chemical action for its adhesive or cohesive strength, and shall be supplied in extruded rope-form of suitable cross-section. The size of the plastic gasket joint sealer shall be in accordance with the manufacturer's

recommendations and be of sufficient size to properly seal the joint. The plastic gasket joint sealer shall be so constructed as to provide evidence of proper installation either by means of "squeeze-out" of the gasket material on the inside or outside around the complete pipe joint circumference or by means of tabs, projections or other such indicators placed at established intervals around the circumference of the pipe joint. Plastic gasket joint sealers shall be Type 1 or Type 2. Type 1 gaskets shall meet the "squeeze-out" requirements and Type 2 gaskets shall meet the requirements for tabs, projections or other indicators. The gasket joint sealer shall be protected by a suitable wrapper designed that when removed, the jointing material maintains integrity.

The chemical composition of the gasket joint sealing compound for Type 1 and 2, as shipped, shall meet the following requirements:

COMPOSITION	TEST METHOD	ANALYSIS
Bitumen, Petroleum Plastic Content, % by weight	ASTM D4	50-70
Ash-Inert Mineral Matter, % by weight	Tex-526-C	30-50
Volatile Matter, 325 F, % by weight	Tex-506-C	2.0 max.

The gasket joint sealing compound when immersed for 30 days at ambient room temperature separately in five (5) percent solution of caustic potash; a five (5) percent solution of hydrochloric acid; a five (5) percent solution of sulfuric acid; and a saturated H_2S solution, shall show no visible deterioration.

The physical properties of the gasket joint sealing compound as shipped shall meet the following requirements:

PROPERTY	TEST METHOD	REQUIREMENT	
		Type 1	Type 2
Ductility @ 77 F (cm), min.	Tex-503-C	5.0	5.0
Softening Point, F	Tex-505-C	275	275
Penetration			
32 F (300g) 60 sec., min.	Tex-502-C	65	
77 F (150g) 5 sec.	Tex-502-C	50-120	50-120
115 F (150g) 5 sec., max.	Tex-502-C	150	

464.3. Construction Methods. The location of private driveway and side road pipe shall be constructed at locations shown on the plans or as directed by the Engineer.

Reinforced concrete pipe culverts and sewers shall be constructed in accordance with the plans and requirements of this Item.

(1) Excavation. All excavation shall be in accordance with the requirements of Item 400, "Excavation and Backfill for Structures", except where tunneling or jacking methods are shown on the plans or permitted by the Engineer.

(2) Shaping and Bedding. Shaping and bedding shall be in accordance with Item 400, "Excavation and Backfill for Structures".

(3) Laying Pipe. Unless otherwise authorized by the Engineer, the laying of pipe on the bedding shall be started at the outlet end with the spigot or tongue end pointing downstream and shall proceed toward the inlet end with the abutting sections properly matched, true to the established lines and grades. Where bell and spigot pipe are used, cross trenches shall be cut in the foundation to allow the barrel of the pipe to rest firmly upon the bedding. These cross trenches shall be not more than two (2) inches larger than the bell ends of the pipe. Proper equipment shall be provided for hoisting and lowering the sections of pipe into the trench without disturbing the bedding and the sides of the trench. The ends of the pipe shall be carefully cleaned before the pipe is placed. As each length of pipe is laid, the mouth of the pipe shall be protected to prevent the entrance of earth or bedding material. The pipe shall be fitted and matched so that when laid in the bed the pipe shall form a smooth, uniform conduit. When elliptical pipe with circular reinforcing or circular pipe with elliptical reinforcing is used, the pipe shall be laid in the trench in such position that the markings "Top" or "Bottom", shall not be more than five (5) degrees from the vertical plane through the longitudinal axis of the pipe.

Multiple installations of reinforced concrete pipe shall be laid with the center lines of individual barrels parallel. Unless otherwise shown on the plans, the following clear distances between outer surfaces of adjacent pipes shall be used.

Diameter 18"	24"	30"	36"	42"	48"	54"	60" to 84"
Clear 0'-9" Distance Between Pipes	0'-11"	1'-1"	1'-3"	1'-5"	1'-7"	1'-11"	2'-0"

(4) Jointing.

(a) Joints sealed with portland cement mortar shall be made as follows:

Mortar shall consist of one (1) part cement, two (2) parts sand and sufficient water to make a plastic mix. The pipe ends shall be cleaned and wetted before making the joint. The lower half of the bell or groove and the upper half of the tongue or spigot shall be plastered with mortar. After the pipes are tightly jointed, mortar shall be packed into the joint from both inside and outside the pipe. The inside shall be finished smooth and flush with adjacent joints of pipe. Over the joint outside the pipe, a bead shall be formed at least one (1) inch on either side of the joint and of semicircular cross section for tongue and groove joints, but for bell and spigot joints, the mortar shall form a 45° fillet between the outer edge of the bell and the spigot. Mortar joints shall be cured by keeping the joints wet for at least 48 hours or until the backfill has been completed, whichever comes first. No jointing shall be done when the atmospheric temperature is at or below 40 F. Mortared joints shall be protected against freezing by backfilling or other approved methods for at least 24 hours.

No mortar banding on the outside of pipe will be required for driveway culverts.

At the Contractor's option, and with the approval of the Engineer, pipes which are large enough for a man to enter may be furnished with the groove not less than one-half of an inch and not more than three-fourths of an inch longer than the tongue. Such pipe may be laid and backfilled without mortar joints. Care shall be exercised to avoid displacing the joints during the backfilling operations. After the backfilling has been completed, the space between the end of the tongue and the groove on the interior of the pipe shall be cleaned of all foreign material, thoroughly wetted and filled with mortar around the entire circumference of the pipe and finished flush.

The Contractor shall make available for the use of the Engineer, an appropriate rolling device similar to an automobile mechanic's "Creeper" for conveyance through small size pipe structures.

Mortar joints will be required for irrigation wells, vents and similar vertical structures.

(b) Joints using Cold Applied, Plastic Asphalt Sewer Joint Compound shall be made as follows:

Both ends of the pipes shall be clean and dry. A one-half inch thick layer of the compound shall be troweled or otherwise placed in the groove end of the pipe covering not less than two-thirds of the joint face around the entire circumference. Next, the tongue end of the next pipe shall be shoved home with sufficient pressure to make a tight joint. After the joint is made any excess mastic projecting into the pipe shall be removed. Backfilling of

pipe laid with asphalt mastic joints may proceed as soon as the joint has been inspected and approved by the Engineer. Special precautions shall be taken in placing and compacting backfill to avoid damage to the joints.

(c) Joints using Rubber Gaskets shall be made as follows:

Where rubber gasket pipe joints are required by the plans the joint assembly shall be made according to the recommendations of the gasket manufacturer. Water tight joints will be required when using rubber gaskets. Backfilling may begin when approved by the Engineer.

(d) Joints using Cold Applied Preformed Plastic Gaskets shall be made as follows:

Before laying the pipe in the trench, the plastic gasket shall be attached around the tongue or groove near the shoulder or hub of each joint in accordance with the gasket manufacturer's recommendations. The protective wrapper shall be removed and the gasket pressed firmly to the clean, dry surface of the pipe, as recommended by the manufacturer. The joint sealer must be placed in such a manner that no dirt or other deleterious materials will come in contact with the joint sealing material.

After the tongue is correctly aligned with the flare of the groove, the wrapper or wrappers on the gasket shall be removed and the pipe shall be pulled or pushed home with sufficient force to properly seal the joint. Any joint material pushed out into the interior of the pipe that would tend to obstruct the flow shall be removed. (Pipe shall be pulled home in a straight line with all parts of the pipe on line and grade at all times.) Backfilling of pipe laid with plastic gasket joints may proceed as soon as the joint has been inspected and approved by the Engineer. Special precautions shall be taken in placing and compacting backfill to avoid damage to the joints.

When the atmospheric temperature is below 60 F, plastic joint seal gaskets shall either be stored in an area warmed to above 70 F, or artificially warmed to this temperature in a manner satisfactory to the Engineer. Gaskets shall then be applied to pipe joints immediately prior to placing pipe in trench, followed by connection to previously laid pipe.

(5) Connections and Stub Ends. Connections of concrete pipe to existing pipes, pipe sewers or sewer appurtenances shall be as shown on the plan.

The bottom of existing structures shall be mortared or concreted if necessary to eliminate any drainage pockets created by the connections. Any damage to the existing structure resulting from making the connection shall be repaired by the Contractor, to the satisfaction of the Engineer, at the Contractor's expense.

When concrete pipe is to be joined with existing aluminum pipe, portions of the aluminum pipe that are to be in contact with the concrete pipe, shall be insulated with a coating of bituminous material meeting the requirements of Article 460.7. The coating shall extend to a minimum distance of one (1) foot beyond the area of contact.

Unless otherwise shown in the plans, connections between concrete pipe and corrugated metal pipe shall be made with a suitable concrete collar having minimum thickness of four (4) inches.

Stub ends, for connections to future work not shown on the plans, shall be finished by installing watertight plugs into the free end of the pipe.

(6) Backfilling. After the pipe has been placed, bedded and jointed as specified, filling and/or backfilling shall be done in accordance with the applicable requirements of Item 400, "Excavation and Backfill for Structures". When mortar joints are specified, no fill or backfill shall be placed until the jointing material has been cured for at least six hours. Special precautions shall be taken in placing and compacting the backfill to avoid any movement of the pipe or damage to the joints. For all pipe structures where joints consist of materials other than mortar, immediate backfilling will be permitted.

(7) Reuse of Appurtenances. When existing appurtenances are specified on the plans for reuse, the portion to be reused shall be severed from the culvert and moved to the new position previously prepared by hoisting with a crane, rolling, or other approved methods. Connections shall conform to the requirements for joining sections of pipes, as designated herein or as shown on the plans. Any portion of the headwalls or pipe attached to the appurtenance damaged during the moving operations by the Contractor shall be restored to its original condition at the Contractor's expense. The Contractor may remove and dispose of the existing appurtenances and construct new appurtenances at his expense in accordance with the pertinent specifications and design shown on the plans or as furnished by the Engineer.

(8) Protection of Pipe. Unless otherwise shown on the plans or permitted in writing by the Engineer, no heavy earth moving equipment will be permitted to haul over the structure until a minimum of four (4) feet of permanent or temporary, compacted fill has been placed thereon. Pipe damaged by the Contractor's equipment shall be removed and replaced by the Contractor at the Contractor's expense.

464.4.Measurement.

This Item will be measured by the linear foot. Such measurement will be made between the ends of the pipe barrel along the flow line, exclusive of safety end treatments. Safety

end treatments shall be measured in accordance with Item 467, "Safety End Treatment". Where spurs or branches, or connections to existing pipe lines are involved, measurement of the spur or new connecting pipe will be made from the intersection of the flow line with the outside surface of the pipe into which it connects. Where inlets, headwalls, catch basins, manholes, junction chambers, or other structures are included in lines of pipe, that length of pipe tying into the structure wall will be included for measurement but no other portion of the structure length or width will be so included.

For multiple pipes, the measured length will be the sum of the lengths of the barrels measured as prescribed above.

This is a plans quantity measurement Item and the quantity to be paid for will be that quantity shown in the proposal and on the "Estimate and Quantity" sheet of the contract plans, except as may be modified by Article 9.8. If no adjustment of quantities is required, additional measurements or calculations will not be required.

464.5.Payment.

The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Reinforced Concrete Pipe" and "Reinforced Concrete Pipe (Sewers)" of the size and D-load or class specified; and "Reinforced Concrete Pipe (Arch)", "Reinforced Concrete Pipe (Elliptical)", "Reinforced Concrete Pipe (Arch) (Sewer)", and "Reinforced Concrete Pipe (Elliptical) (Sewer)" of the design specified.

This price shall be full compensation for furnishing, hauling, placing and joining of pipes; for cutting of skews or slopes, for all connections to new or existing structures; for moving and reusing appurtenances where required; for removing and disposing of portions of existing structures as required; and for all labor, tools, equipment and incidentals necessary to complete the work.

Excavation, bedding and backfill will be paid for in accordance with Item 400, "Excavation and Backfill for Structures".

Project Number: BORDER COLONIA ACCESS PROGRAM

County: HIDALGO COUNTY PRECINCT #1

Highway: VARIOUS SUBDIVISIONS

ITEM 479

ADJUSTING MANHOLES AND INLETS

479.1. Description. This Item shall govern for adjusting or capping of existing manholes or inlets as shown on the plans and in accordance with this Item or as directed by the Engineer. Subject to the approval of the Engineer, prefabricated metal extension rings may be furnished for the adjustment of manholes. Drainage junction boxes will be classified as manholes.

479.2. Materials. Manholes or inlet rings, plates, grates and covers, and brick in good condition, removed from the manholes and inlets in the process of abandonment, capping or adjustment, may be reused. Additional materials when required shall conform to the pertinent provisions of Item 465, "Manholes and Inlets".

479.3. Construction Methods. Manholes or inlet rings, covers, plates, and grates shall be removed carefully and the contact areas shall be cleaned of all mortar and grease. Rings, covers, plates, or grates broken in the process of removal and cleaning shall be replaced by the Contractor at his expense.

When prefabricated metal extension rings are furnished, they may be either single piece or multiple piece as necessary for the amount of adjustment. They shall be installed in accordance with the manufacturer's instructions.

If the adjustment involves lowering the top of a manhole or inlet, a sufficient depth of brick courses or concrete shall be removed to permit reconstruction on a batter not exceeding one (1) inch horizontal to two (2) inches vertical. In the case of brickwork, the mortar shall be cleaned from the top course of brick remaining in place and from all brick to be reused and the manhole or inlet rebuilt to the original top dimensions. The manhole or inlet ring, cover, plate, or grate shall then be installed with the top conforming to the proposed new surface.

If the adjustment involves raising the elevation of the top of manhole or inlet, the top surface of brick or concrete shall be cleaned and built up vertically to the new elevation using new brick, brick salvaged from other manhole or inlet adjustments, concrete rings or Class "A" concrete, and the ring, cover, plate, or grate installed with the top conforming to the proposed new surface.

When capping of an inlet or manhole is required, it shall be removed to a minimum of one (1) foot below subgrade elevation or as otherwise indicated on the plans, and capped as shown on the plans.

All work shall be in accordance with Item 465, "Manholes and Inlets".

Excavation and backfill shall conform to Item 400, "Excavation and Backfill for Structures".

479.4. Measurement. Manholes or inlets completely adjusted, or capped as prescribed above, will be measured as each manhole or inlet adjusted.

Project Number: BORDER COLONIA ACCESS PROGRAM

County: HIDALGO COUNTY PRECINCT #1

Highway: VARIOUS SUBDIVISIONS

479.5. Payment. The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Adjusting Manholes", "Adjusting Inlets", or "Adjusting Manholes and Inlets". This price shall be full compensation for furnishing all required materials, including backfill as required, excavation, tools, labor, equipment, and incidentals required to complete the work..

Project Number: BORDER COLONIA ACCESS PROGRAM

County: HIDALGO COUNTY PRECINCT #1

Highway: VARIOUS SUBDIVISIONS

ITEM 502

BARRICADES, SIGNS AND TRAFFIC HANDLING

502.1. Description.

This Item shall govern for providing, installing, moving, replacing, maintaining, cleaning and removing upon completion of work, all barricades, signs, cones, lights and other such type devices and of handling traffic as indicated on the plans or as directed by the Engineer.

502.2. Construction Methods.

All barricades, signs and other types of devices listed above shall conform to details shown on the plans or those indicated in the Texas Manual on Uniform Traffic Control Devices (TMUTCD).

For this project a Traffic Control Plan (TCP), responsive to the TMUTCD, has been established by the Engineer. The Contractor may propose his own TCP. Contractor-proposed major modifications to the Traffic Control Plan shall bear the seal of a Registered Professional Engineer. If his plan is approved in writing by the Engineer, it may be used. Prior to beginning work, the Contractor shall designate, in writing, a competent person who will be responsible and available on the project site
or in the immediate area to insure compliance with the TCP. The Engineer will designate a qualified Departmental person to observe implementation and who will have authority to assure compliance with the TCP.

All retro- reflective traffic control devices such as barricades, vertical panels, signs, etc., shall be maintained by cleaning, replacing or a combination thereof such that during darkness and rain the retro-reflective characteristics shall equal or exceed the retro-reflective characteristics of the standard reflective panels in the Engineer's possession.

502.3. Measurement.

This Item will be measured by the unit of measure "month" as indicated on the plans.

502.4. Payment.

The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Barricades, Signs and Traffic Handling". This price shall be full compensation for furnishing all labor, materials, supplies, equipment and incidentals necessary to complete the work as specified.

Payment will be made on the following basis:

(1) The total payment for this Item will not exceed 10 percent of the total contract amount prior to "Final Acceptance". The portion of the contract amount for this Item in excess of 10 percent of the total contract amount, less any adjustments as specified below, will be paid on the next monthly estimate cycle after the retainage estimate.

(2) Payment for this Item will begin on the first payable monthly construction estimate after barricades, signs and traffic handling devices have been installed in accordance with the TCP and construction has begun.

(3) Monthly payment will be made each succeeding month for this Item provided the barricades, signs and traffic handling devices have been installed and maintained in accordance with the TCP until the contract amount for Barricades, Signs and Traffic Handling has been paid unless adjusted by paragraph (4).

(4) The quantity under this Item will not exceed the total plan quantity except when additional work is added by an approved field change or extra work order. Also when work is suspended for the convenience of the Department, through no fault of the Contractor, additional quantity may be paid when approved by field change.

(5) An overrun of the plan quantity for this Item will not be allowed for approving designs, testing, material shortages, closed construction seasons, curing periods, test periods, failure to complete the work prior to payment of the amount allowed by (1) and (3) above nor delays caused directly or indirectly by requirements of the contract.

(6) If the contract is completed prior to payment of the amount allowed by (1), (3) and (7), the balance due will be paid on the next monthly estimate cycle after the retainage estimate. When the plans establish pay items for particular work called for in the TCP and/or plans, that work will be measured and paid for under the governing items.

(7) If the Contractor fails, within the time frame established by the Engineer, to provide or properly maintain signs and barricades in compliance with the contract requirements, as determined by the Engineer, the Contractor will be considered in non-compliance with this Item and no payment will be made for this Item for the month(s) in question.

Project Number: BORDER COLONIA ACCESS PROGRAM

County: HIDALGO COUNTY PRECINCT #1

Highway: VARIOUS SUBDIVISIONS

ITEM 530

INTERSECTIONS DRIVEWAYS AND TURNOUTS

530.1. Description. Construct and pave intersections, driveways, and turnouts. Pave existing intersections, driveways, and turnouts. Intersections are considered to be areas off the travel lanes and shoulders of the Contract highway on the intersecting highway on the state system. The intersecting on-system highway work will be paid for under this Item only when shown on the plans.
Driveways are defined as private (residential or commercial) and public (county road and city street) access areas off the travel lanes and shoulders. Turnouts include but are not limited to mailbox and litter barrel widenings.

530.2. Materials. Furnish materials that meet the following:

- Item 247, "Flexible Base"
- Item 260, "Lime Treatment (Road Mixed)"
- Item 263, "Lime Treatment (Plant Mixed)"
- Item 275, "Cement Treatment (Road Mixed)"
- Item 276, "Cement Treatment (Plant Mixed)"
- Item 292, "Asphalt Treatment (Plant Mix)"
- Item 316, "Surface Treatments"
- Item 330, "Limestone Rock Asphalt Pavement"
- Item 334, "Hot Mix–Cold Laid Asphalt Concrete Pavement"
- Item 340, "Dense-Graded Hot Mix Asphalt Concrete Pavement (Method)"
- Item 360, "Concrete Pavement"
- Item 421, "Hydraulic Cement Concrete"
- Item 440, "Reinforcing Steel."

530.3. Construction. Construct and pave intersections, driveways, and turnouts, and pave existing intersections, driveways, and turnouts as shown on the plans or as directed. Place materials in accordance with construction Articles of pertinent Items. Provide uninterrupted access to adjacent property unless otherwise directed. Ensure that abrupt elevation changes in driveway or turnout areas that serve as sidewalks do not exceed 1/4 in. and that the sidewalk area cross slope does not exceed 2%. Ready-mix concrete and hand finishing will be permitted when concrete pavement is specified unless otherwise shown in the plans for intersections.

Project Number: BORDER COLONIA ACCESS PROGRAM

County: HIDALGO COUNTY PRECINCT #1

Highway: VARIOUS SUBDIVISIONS

530.4. Measurement. This Item will be measured by each intersection, driveway, or turnout, or by the square yard of the final pavement surface. When "Intersections, Driveways, and Turnouts" or "Driveways and Turnouts" are bid, measurement will be restricted to the square yard.

530.5. Payment. The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Intersections," "Driveways," "Turnouts," "Intersections, Driveways, and Turnouts," or "Driveways and Turnouts" of the surface specified (Concrete, Asphaltic Concrete Pavement, or Surface Treatment).
This price is full compensation for furnishing and operating equipment; excavation and embankment; base and pavement materials; and labor, materials, tools, and incidentals. Drainage structures will be measured and paid for in accordance with the pertinent bid Items. Bonus and penalties for quality control and quality assurance (QC/QA) materials will not apply when payment for those materials is made under this Item.

SPECIAL SPECIFICATION

5010

Construction Exits

1. **Description.** This Item shall govern for the materials to be furnished and for the installation, maintenance, and removal of construction exits of the type and dimensions shown on the plans. This item will be used temporarily during construction to control the tracking of sediment, mud, gravel, etc. from a construction site or other areas identified by the Engineer to a public right of way, street, sidewalk or parking area.

2. **Materials.** All materials shall meet the applicable requirements as indicated below for the specified type of construction exit.

   (1) **Rock Construction Exit.** Rock used for long- and short-term construction exits shall consist of crushed stone. The aggregates shall be clean, hard, durable materials free from adherent coatings, salt, alkali, dirt, clay, loam, shale, soft or flaky materials, or organic and injurious matter.

   (2) **Timber Construction Exit.** Timber for long-term construction exits shall consist of treated railroad ties and timbers. The railroad ties and timbers shall be treated to control rot and shall be No. 2 quality or better and free of large and loose knots. Timber shall be fastened with nuts and bolts or lag bolts all of which shall meet or exceed ASTM-A307.

   Timber for short-term construction exits shall be treated to control rot and shall be No. 2 quality or better and free of large and loose knots. Plywood and/or pressed wafer board shall be a minimum of 1/2 inch thick.

   (3) **Foundation Course.** The foundation course shall be flexible base, bituminous concrete, Portland cement concrete or other materials as approved by the Engineer.

3. **Construction Methods.** When tracking conditions exist, traffic shall not be allowed to cross or leave the construction site and move directly onto a public roadway, alley, sidewalk, parking area, or other right of way in areas other than at locations of construction exits. Construction exits can be either for long or short term use. Foundation courses, if needed, shall be used with the long-term construction exits.

   (1) **Long-Term Construction Exit.** The exit shall be placed over a foundation course, if needed. The foundation course and/or compacted subgrade shall be properly graded to direct runoff from the construction exit to a sediment trap as shown on the plans or as directed by the Engineer. The exit shall normally be constructed a minimum length of 50 feet. The width shall be at least 14 feet for one-way traffic and 20 feet for two-way traffic but shall not be less than full width of all points of ingress and egress and shall be sufficient for all ingress and egress.

      (a) **Type 1 Construction Exit.** This exit shall consist of open-graded crushed stone with a size of four to eight inches as shown on the plans. The depth of the aggregate shall not be less than eight inches.

      (b) **Type 2 Construction Exit.** This exit shall be constructed of treated railroad ties and timbers as shown on the plans.

   (2) **Short-Term Construction Exit.**

      (a) **Type 3 Construction Exit.** This exit shall be either open-graded crushed stone with a size of two to four inches, or plywood or wafer board. This exit shall be used for daily operations when tracking conditions exist such as traffic crossing the construction site at locations where long-term exits are not practicable.

(b) **Type 4 Construction Exit.** This exit shall be as shown on the plans.

4. **Maintenance.** Exits shall be maintained in a condition which will prevent tracking or flowing of sediment onto public right of way. This may require periodic removal and replacement of stone or timber, or other material as conditions demand and repair and/or clean out of any measures used to trap sediment. Sediment spilled, dropped, washed or tracked onto public right of way shall be immediately removed by the Contractor and disposed of at an approved site and in a manner that will not contribute to additional siltation.

When necessary, wheels shall be cleaned to remove sediment prior to entrance onto public right of way. When washing is required, the construction exit shall be graded to drain into a sediment trap or sediment basin. Sediment shall be prevented from leaving the construction site.

The construction exits shall be removed promptly when directed by the Engineer. Discarded materials shall become the property of the Contractor for his disposal at an approved site. The area beneath the construction exit and any area damaged by the removal process shall then be stabilized by the Contractor using appropriate methods as approved by the Engineer. When the Special Specification, "Temporary Erosion, Sedimentation and Water Pollution Prevention and Control" is in the contract, stabilization shall be as defined in Subarticle 4.C. of that specification.

5. **Measurement.** Construction exits will be measured by the square yard of surface area of completed and accepted work.

Each time the Engineer directs that the construction exit(or a portion thereof) be removed or removed and replaced, it will be measured for payment.

6. **Payment.** The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement", will be paid for at the unit price bid for "Construction Exits", of the type specified. This price shall be full compensation for securing and furnishing all materials, including all royalty and freight involved; for loosening, blasting, excavating, screening, crushing when required; for loading all materials; for hauling and delivering to the construction site; for spreading, mixing, blading, dragging, shaping and finishing; cleaning of wheels, when necessary; maintenance (except as shown below); and for all manipulations, labor, tools and incidentals necessary to complete the work.

When the Engineer directs that the construction exit (or a portion thereof) be replaced, payment will be made at the unit price bid for "Construction Exits (Remove and Replace)", of the type specified. This price shall be full compensation for the removal and replacement of the construction exit, and for all manipulations, labor, tools, equipment and incidentals necessary to complete the work.

The work performed in removing the exits as described under "Maintenance" and measured under "Measurement" will be paid for at the unit price bid for "Construction Exits (Remove)", of the type specified. This price shall be full compensation for removing, loading, hauling and disposing of all materials to an approved location; for repairing the entrance; and for all manipulations, labor, tools and incidentals necessary to complete the work.

Construction of sediment traps as well as the periodic removal of accumulated sediment deposits (as described under "Maintenance") used in conjunction with the construction exit will be measured and paid for under the pertinent bid items of the Special Specification, "Earthwork for Erosion Control".

Stabilization (as described under "Maintenance") will be measured and paid for under the various pertinent bid items.

SPECIAL SPECIFICATION

5249

Temporary Sediment Control Fence

1. **Description.** This Item shall govern for the materials to be furnished and for the installation, maintenance and removal of temporary sediment control fence of the dimensions shown on the plans. This Item will be used temporarily during construction to control erosion and sedimentation.

2. **Materials.**

   (1) **Fence Description.** The fence shall be a net-reinforced fence, using woven geotextile fabric.

   (2) **Fabric.** Fabric materials shall meet the requirements of Departmental Materials Specification D-9-6230, "Temporary Sediment Control Fence Fabric".

   (3) **Posts.** Posts shall be a minimum of 48 inches long, essentially straight, and shall be wood or steel, unless otherwise shown on the plans. Soft wood posts shall be at least 3 inches in diameter or nominal 2 x 4 inches. Hardwood posts shall have a minimum cross-section of 1.5 x 1.5 inches. Steel posts shall be "T" or "L" shaped with a minimum weight of 1.3 pounds per linear foot.

   (4) **Net Reinforcement.** Net reinforcement shall be galvanized welded wire mesh of a minimum 12.5-gauge wire or equal as approved by the Engineer with a maximum opening size of 2 x 4 inches and shall be at least 24 inches wide unless otherwise shown on the plans.

   (5) **Staples.** Staples used to secure reinforcement and fabric to wood posts shall have a crown at least 3/4 inches wide and legs 1/2 inches long.

   (6) **Used Materials.** Previously-used materials from other TxDOT projects, meeting the above requirements and when approved by the Engineer, may be used. Previously used materials from within the project shall be used whenever possible.

3. **Construction Methods.** The temporary sediment control fence shall be used during construction near the downstream perimeter of a disturbed area to intercept sediment from sheet flow. The fence may be incorporated into the erosion control measures used to control sediment in areas of higher flow. The fence installation methods shall be as specified below unless otherwise shown on the plans. The physical alignment and location of the fence shall be as shown on the plans or as directed by the Engineer.

   (1) **Installation of Posts.** Posts shall be embedded to 18 inches deep, or adequately anchored if in rock, with a spacing of 6 to 8 feet, and installed on a slight angle toward the anticipated run-off source.

   (2) **Fabric Anchoring.** Trenches shall be dug along the uphill side of the fence to anchor 6 to 8 inches of fabric. The trench shall have a minimum cross section of 6 x 6 inches. The fabric is against the side of the trench and approximately 2 inches of fabric is across the bottom in the upstream direction. The trench shall then be backfilled and hand tamped as approved by the Engineer.

   (3) **Fabric Attachment.** The reinforcement shall be attached to the end posts, if wood, by staples, or if steel, by T-clips or sewn vertical pockets at a minimum of four (4) locations. The reinforcement shall be attached to each succeeding post as approved by the Engineer. The ends of successive reinforcement sheets or rolls shall be connected at a fence post at least six (6) times with hog rings.

   The fabric shall be fastened to the top strand of reinforcement by hog rings or cord at a maximum spacing of 15 inches.

(4) **Fabric Splices.** Splices shall occur at a fence post and shall have a minimum lap of 6 inches attached in at least six (6) places. Splices in concentrated flow areas will not be permitted.

When removing temporary sediment control fence that is suitable for relocation, the Contractor shall take all necessary measures to maintain the fabric in the best condition.

Requirements for installation of used temporary sediment control fence shall include:

(1) Minimal or no visible signs of biodegradation (weak fibers)
(2) No excessive patching every 15 to 20 linear foot.
(3) Posts must not be bent and backing must not have holes.

4. **Maintenance.** The temporary sediment control fence shall be maintained in good condition (including staking, anchoring, tension adjustments, etc.) By the Contractor. All necessary work and materials to maintain the integrity of the fence, including keeping fabric free of accumulated silt, debris, etc., shall be provided until earthwork construction and permanent erosion control features are in place, and/or the disturbed area has been adequately stabilized. When the Special Specification, "Temporary Erosion, Sedimentation, and Water Pollution Prevention and Control", is in the contract, stabilization shall be as described in Subarticle 4.C. of that specification. The areas damaged by the removal process shall be stabilized by the Contractor using appropriate methods as approved by the Engineer.

Torn or punctured fabric shall be repaired by the placement of a patch consisting of an additional layer of fabric over the damaged area. The patch shall have a minimum overlap of 18 inches in all directions and be securely attached to the repaired fabric.

When the accumulated sediment deposit reaches a depth of approximately 6 inches, it shall be removed and disposed of at approved sites in a manner that will not contribute to additional siltation. If the structure ceases to function as intended, the Engineer may direct that the fence or portions thereof be replaced. Such replacement will be measured for payment.

5. **Measurement.** Temporary sediment control fence will be measured by the linear foot of fence, complete in place, measurement being made along the centerline of the top of the fence.

Each time the Engineer directs that the temporary sediment control fence (or portions thereof) be removed or removed and replaced, it will be measured by the linear foot for payment.

6. **Payment.** The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement", will be paid for at the unit price bid for "Temporary Sediment Control Fence". This price shall be full compensation for furnishing, placing and maintenance of the fence (except as shown below); for all required trenching, fence posts, fabric and backfill; and for all labor, tools, equipment and incidentals necessary to complete the work.

When the Engineer directs that the temporary sedimentation control fence installation (or portions thereof) be replaced, payment will be made at the unit price, bid for "Temporary Sediment Control Fence (Remove and Replace)". This price shall be full compensation for the removal and replacement of the fence installation and for all manipulations, labor, tools, equipment and incidentals necessary to complete the work.

No non-damaged material will be removed from the project until such time that no new installations or replacements will be required. All sound materials removed from project installations will be placed or stockpiled for project placement or replacement. No new material will be accepted when stockpiled material is available for use. The Contractor retains ownership of the stockpiled material.

The removal of accumulated sediment deposits, as described under "Maintenance", will be measured and paid for under the pertinent bid items of the Special Specification, "Earthwork for Erosion Control".

The work performed in the final removal of the temporary sediment control fence installation as described under "Maintenance" and measured under "Measurement" will be paid for at the unit price bid for "Temporary Sediment Control Fence (Remove)". This price shall be full compensation for removing the fence from the

existing location, for stockpiling for future use, for proper disposal of damaged material, and for all manipulations, labor, tools, equipment and incidentals necessary to complete the work.

Stabilization (as described under "Maintenance") will be measured and paid for under the various pertinent bid items.

GOVERNING SPECIFICATIONS AND SPECIAL PROVISIONS

FOR THE PURPOSE OF CONSTRING THIS PROPOSAL AND THE ATTACHED FORM OF CONTRACT, THE TEXAS DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR CONSTRUCTION OF HIGHWAYS, STREETS AND BRIDGES, AS ADOPTED BY THE TEXAS DEPARTMENT OF TRANSPORTATION ON MARCH 1, 1993, HEREAFTER REFERRED TO ARE APPROVED AND INCORPORATED HEREIN BY REFERENCE FOR ALL PURPOSES BY HIDALGO COUNTY AS OFFICIAL SPECIFICATIONS, TOGETHER WITH AND TO BE MODIFIED BY THE SPECIAL PROVISIONS AND SPECIAL SPECIFICATIONS AS ARE LISTED HEREIN:

ALL PSECIFICATIONS AND SPECIAL PROVISIONS APPLICABLE TO THIS PROJECT ARE IDENTIFIED AS FOLLOWS:

ITEM 247	FLEXIBLE BASE (204)
ITEM 502	BARRICADES, SIGNS AND TRAFFIC HANDLING
ITEM 530	DRIVEWAYS AND TURNOUTS
ITEM 5010	CONSTRUCTION EXITS

SPECIAL SPECIFICATIONS

ITEM 5249	TEMPORARY SEDIMENT CONTROL FENCE (5004)

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: Sonya A. Gonzalez
Title: General Managing Partner
Telephone Number: 956-585-279-6610
Date: February 14, 2011

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

Form **W-9**
(Rev. January 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)
M.J.A Construction LLC

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification (required): ☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☑ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ P

☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)
3100 Hackberry Ave.

City, state, and ZIP code
Mission, Texas, 78574

Requester's name and address (optional)
Hidalgo County
2812 S. Highway Bus. 281
Edinburg, Texas 78539

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 the "Name" line 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
			-		-				

Employer identification number
2	0	-	2	5	4	1	3	4	7

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person ▶ [signature] Date ▶ 4-15-11

General Instructions

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

Purpose of Form

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

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

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

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

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

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

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

- The 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.

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: M.J.A Construction LLC **Telephone No.** (956) 279-6610

dba Name:

Legal Name:

Mailing Address : 3100 Hackberry Ave. **Fax No.** (956) 585-6077

Physical Address: 3100 Hackberry Ave.

City, State, Zip Mission, Texas 78574 **Tax I.D. No.** 1-20-2541347-2

Remit to Address : 3100 Hackberry Ave. **City, State, Zip** Mission, Texas 78574

E-Mail Address: SGA6610@Gmail.com

Representative(s) Name(s) & Title(s) Sonya A. Gonzalez -General Managing Member

Type of Organization (check one): ____ Individual ____ Partnership ____ Corporation ____ Non-Profit
__X__ LLC ____ Sole Proprietor ____ Other, Specify

State Identification No. 1-20-2541347-2 **(Please attached completed W-9 form with this application)**
Federal Identification No. or (if individual) SS No.

State of Incorporation: Texas **Date:** March 21, 2005 **Other:**

Type of Business (check one): ____ Manufacturer ____ Wholesaler ____ Retailer ____ Broker
____ Distributor ____ Service Organization __X__ Other, Specify Construction

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:
Sonya A. Gonzalez Gen. Mana.Member

Small and/or Disadvantaged Business Information (check application criteria)

Small Business:

- ☐ Less than 125,000 annual gross receipt
- ☑ Less than 250,000 annual gross receipt
- ☐ Less than 499,000 annual gross receipt
- ☐ More than 500,000 annual gross receipt

Disadvantaged Business (At Least 51% Ownership)

- ☐ Black American
- ☑ Hispanic American
- ☐ Asian Pacific American
- ☐ Native American
- ☑ Women
- ☐ Other

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

Indicate Certification No.(s): _____ **or are Certificate(s) attached?:** ☐ Yes ☐ No

What type of product(s) is/are solicited by your company?:

Would you like to be provided with specifications for procurements of such products?: ☐ Yes ☐ No

To Be Completed by the County: Rec'd by (Purchasing): _____ **Date Rec'd by (Purchasing):**

Date Forwarded Information to Auditor's Office: _____ **Entry Date:** _____ **Vendor No.:**

Revised12/14

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

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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:

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 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.

2179481

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.**

M.J.A Construction L.L.C - Sonya A. Gonzalez

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.**

None

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.

None

4

Signature of person doing business with the governmental entity

2-15-2011

Date

Adopted 06/29/2007

SALES TAX AND LOCAL SALES TAX
EXEMPTION CERTIFICATE FOR CONTRACTORS

This Contract is to be performed for an exempt organization as defined by Article 20.04 (H) (4) of the Texas Limited Sales, Excise, and Use Tax Act and the undersigned hereby claims an exemption from payment of taxes under Chapter 20, title 122A, revised hereby claims an exemption from payment of taxes under Chapter 20, title 122A, revised civil statues of Texas, and Article 1066 ©, entitle Local Sales and Use Tax, revised civil statues of Texas.

The Contractor performing this Contract may purchase, rent, or lease all materials, supplies, equipment used for consumed in the performance of this Contract by issuing to his retailer an exemption certificate in lieu of the tax, said exemption certificate complying with State Comptroller's Ruling No 95-9.07. Any such exemption certificate issue by the Contractor in lieu of the tax shall be subject to the provisions of the State Comptroller's Ruling No. 95.0.09 as amended to be effective October 2, 1968.

EXECUTED this the 15th day of April, 20 11.

Contractor

GOVERNMENT CODE

CHAPTER 2258. PREVAILING WAGE RATES

SUBCHAPTER A. GENERAL PROVISIONS

§Sec. 2258.001. DEFINITIONS. In this chapter:

(1) "Locality in which the work is performed" means:

(A) for a contract for a public work awarded by the state, the political subdivision of the state in which the public work is located:

(i) which may include a county, municipality, county and municipality, or district, except as provided by Subparagraph (ii); and

(ii) which, in a municipality with a population of 500,000 or more, may only include the geographic limits of the municipality; or

(B) for a contract for a public work awarded by a political subdivision of the state, the geographical limits of the political subdivision.

(2) "Public body" means a public body awarding a contract for a public work on behalf of the state or a political subdivision of the state.

(3) "Worker" includes a laborer or mechanic.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995. Amended by Acts 2001, 77th Leg., ch. 1422, Sec. 14.04, eff. Sept. 1, 2001.

§Sec. 2258.002. APPLICABILITY OF CHAPTER TO PUBLIC WORKS. (a) This chapter applies only to the construction of a public work, including a building, highway, road, excavation, and repair work or other project development or improvement, paid for in whole or in part from public funds, without regard to whether the work is done under public supervision or direction.

(b) This chapter does not apply to work done directly by a public utility company under an order of a public authority.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.003. LIABILITY. An officer, agent, or employee of a public body is not liable in a civil action for any act or omission implementing or enforcing this chapter unless the action was made in bad faith.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

SUBCHAPTER B. PAYMENT OF PREVAILING WAGE RATES

§Sec. 2258.021. RIGHT TO BE PAID PREVAILING WAGE RATES. (a) A worker employed on a public work by or on behalf of the state or a political subdivision of the state shall be paid:

(1) not less than the general prevailing rate of per diem wages for work of a similar

character in the locality in which the work is performed; and

(2) not less than the general prevailing rate of per diem wages for legal holiday and overtime work.

(b) Subsection (a) does not apply to maintenance work.

(c) A worker is employed on a public work for the purposes of this section if the worker is employed by a contractor or subcontractor in the execution of a contract for the public work with the state, a political subdivision of the state, or any officer or public body of the state or a political subdivision of the state.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995. Amended by Acts 1997, 75th Leg., ch. 165, Sec. 18.01, eff. Sept. 1, 1997.

§Sec. 2258.022. DETERMINATION OF PREVAILING WAGE RATES.

(a) For a contract for a public work awarded by a political subdivision of the state, the public body shall determine the general prevailing rate of per diem wages in the locality in which the public work is to be performed for each craft or type of worker needed to execute the contract and the prevailing rate for legal holiday and overtime work by:

(1) conducting a survey of the wages received by classes of workers employed on projects of a character similar to the contract work in the political subdivision of the state in which the public work is to be performed; or

(2) using the prevailing wage rate as determined by the United States Department of Labor in accordance with the Davis-Bacon Act (40 U.S.C. Section 276a et seq.), and its subsequent amendments.

(b) This subsection applies only to a public work located in a county bordering the United Mexican States or in a county adjacent to a county bordering the United Mexican States. For a contract for a public work awarded by the state, the public body shall determine the general prevailing rate of per diem wages in the locality in which the public work is to be performed for each craft or type of worker needed to execute the contract and the prevailing rate for legal holiday and overtime work as follows. The public body shall conduct a survey of the wages received by classes of workers employed on projects of a character similar to the contract work both statewide and in the political subdivision of the state in which the public work is to be performed. The public body shall also consider the prevailing wage rate as determined by the United States Department of Labor in accordance with the Davis-Bacon Act (40 U.S.C. Section 276a et seq.), and its subsequent amendments, but only if the survey used to determine that rate was conducted within a three-year period preceding the date the public body calls for bids for the public work. The public body shall determine the general prevailing rate of per diem wages in the locality based on the higher of:

(1) the rate determined from the survey conducted in the political subdivision;

(2) the arithmetic mean between the rate determined from the survey conducted in the political subdivision and the rate determined from the statewide survey; and

(3) if applicable, the arithmetic mean between the rate determined from the survey conducted in the political subdivision and the rate determined by the United States Department of Labor.

(c) The public body shall determine the general prevailing rate of per diem wages as a sum certain, expressed in dollars and cents.

§Sec. 2258.026. RELIANCE ON CERTIFICATE OF SUBCONTRACTOR. A contractor is entitled to rely on a certificate by a subcontractor regarding the payment of all sums due those working for the subcontractor until the contrary has been determined.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

SUBCHAPTER C. ENFORCEMENT; CIVIL AND CRIMINAL PENALTIES

§Sec. 2258.051. DUTY OF PUBLIC BODY TO HEAR COMPLAINTS AND WITHHOLD PAYMENT. A public body awarding a contract, and an agent or officer of the public body, shall:

(1) take cognizance of complaints of all violations of this chapter committed in the execution of the contract; and

(2) withhold money forfeited or required to be withheld under this chapter from the payments to the contractor under the contract, except that the public body may not withhold money from other than the final payment without a determination by the public body that there is good cause to believe that the contractor has violated this chapter.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.052. COMPLAINT; INITIAL DETERMINATION.

(a) On receipt of information, including a complaint by a worker, concerning an alleged violation of Section 2258.023 by a contractor or subcontractor, a public body shall make an initial determination as to whether good cause exists to believe that the violation occurred.

(b) A public body must make its determination under Subsection (a) before the 31st day after the date the public body receives the information.

(c) A public body shall notify in writing the contractor or subcontractor and any affected worker of its initial determination.

(d) A public body shall retain any amount due under the contract pending a final determination of the violation.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.053. ARBITRATION REQUIRED FOR UNRESOLVED ISSUE.

(a) An issue relating to an alleged violation of Section 2258.023, including a penalty owed to a public body or an affected worker, shall be submitted to binding arbitration in accordance with the Texas General Arbitration Act (Article 224 et seq., Revised Statutes) if the contractor or subcontractor and any affected worker do not resolve the issue by agreement before the 15th day after the date the public body makes its initial determination under Section 2258.052.

(b) If the persons required to arbitrate under this section do not agree on an arbitrator before the 11th day after the date that arbitration is required under Subsection (a), a district court shall appoint an arbitrator on the petition of any of the persons.

(c) A public body is not a party in the arbitration.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.054. ARBITRATION AWARD; COSTS. (a) If an arbitrator determines that Section 2258.023 has been violated, the arbitrator shall assess and award against the contractor or subcontractor:

(1) penalties as provided by Section 2258.023 and this section; and

(2) all amounts owed to the affected worker.

(b) An arbitrator shall assess and award all reasonable costs, including the arbitrator's fee, against the party who does not prevail. Costs may be assessed against the worker only if the arbitrator finds that the claim is frivolous. If the arbitrator does not find that the claim is frivolous and does not make an award to the worker, costs are shared equally by the parties.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.055. ARBITRATION DECISION AND AWARD FINAL. The decision and award of the arbitrator is final and binding on all parties and may be enforced in any court of competent jurisdiction.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.056. PAYMENT BY PUBLIC BODY TO WORKER; ACTION TO RECOVER PAYMENT.

(a) A public body shall use any amounts retained under this chapter to pay the worker the difference between the amount the worker received in wages for labor on the public work at the rate paid by the contractor or subcontractor and the amount the worker would have received at the general prevailing wage rate as provided in the arbitrator's award.

(b) The public body may adopt rules, orders, or ordinances relating to the manner in which a reimbursement is made.

(c) If the amounts retained by a public body under this chapter are not sufficient for the public body to pay the worker the full amount owed, the worker has a right of action against the contractor or subcontractor and the surety of the contractor or subcontractor to recover the amount owed, reasonable attorney's fees, and court costs.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.057. WITHHOLDING BY CONTRACTOR.

(a) A contractor may withhold from a subcontractor sufficient money to cover an amount withheld from the contractor by a public body because the subcontractor violated this chapter.

(b) If the contractor has made a payment to the subcontractor, the contractor may withhold money from any future payments owed to the subcontractor or sue the subcontractor or the subcontractor's surety for the amount withheld from the contractor by a public body because of the subcontractor's violation.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.058. CRIMINAL OFFENSE.

(a) An officer, agent, or representative of the state or of a political subdivision of the state commits an offense if the person wilfully violates or does not comply with a provision of this chapter.

(b) A contractor or subcontractor of a public work under this chapter, or an agent or representative of the contractor or subcontractor, commits an offense if the person violates Section 2258.024.

(c) An offense under this section is punishable by:

(1) a fine not to exceed $500;

(2) confinement in jail for a term not to exceed six months; or

(3) both a fine and confinement.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

GENERAL DECISION: TX20080029 02/08/2008 TX29

Date: February 8, 2008
General Decision Number: TX20080029 02/08/2008

Superseded General Decision Number: TX20070029

State: Texas

Construction Types: Heavy and Highway

Counties: Cameron, Hidalgo and Webb Counties in Texas.

Heavy (excluding tunnels and dams) and Highway Construction Projects (does not include building structures in rest area projects). *NOT TO BE USED FOR HEAVY PROJECTS in Nueces and San Patricio Counties.

Modification Number	Publication Date
0	02/08/2008

* SUTX2005-004 01/05/2005

	Rates	Fringes
Asphalt Distributor Operator	$ 9.57	0.00
Asphalt paving machine operator	$ 9.73	0.00
Asphalt Raker	$ 7.50	0.00
Asphalt Shoveler	$ 9.35	0.00
Broom or Sweeper Operator	$ 7.55	0.00
Bulldozer operator	$ 9.28	0.00
Carpenter	$ 10.20	0.00
Concrete Finisher, Paving	$ 10.73	0.00
Concrete Finisher, Structures	$ 9.59	0.00
Concrete Rubber	$ 9.87	0.00
Crane, Clamshell, Backhoe, Derrick, Dragline, Shovel Operator	$ 10.83	0.00
Flagger	$ 7.40	0.00
Form Builder/Form Setter, Structures	$ 9.16	0.00
Form Setter, Paving & Curb	$ 10.50	0.00
Foundation Drill Operator, Truck Mounted	$ 12.50	0.00
Front End Loader Operator	$ 8.61	0.00
Laborer, common	$ 7.69	0.00
Laborer, Utility	$ 9.05	0.00
Mechanic	$ 10.81	0.00
Motor Grader Operator, Fine Grade	$ 11.91	0.00
Motor Grader Operator, Rough	$ 11.27	0.00
Pipelayer	$ 8.44	0.00
Reinforcing Steel Setter	$ 10.44	0.00
Roller Operator, Pneumatic, Self-Propelled	$ 7.16	0.00
Roller Operator, Steel Wheel, Flat Wheel/Tamping	$ 7.17	0.00
Roller Operator, Steel Wheel, Plant Mix Pavement	$ 8.00	0.00

Scraper Operator	$ 8.61	0.00
Servicer	$ 8.81	0.00
Tractor operator, Pneumatic	$ 8.50	0.00
Traveling Mixer Operator	$ 8.30	0.00
Truck driver, lowboy-Float	$ 10.82	0.00
Truck driver, Single Axle, Heavy	$ 9.43	0.00
Truck driver, Single Axle, Light	$ 9.19	0.00
Truck Driver, Tandem Axle, Semi-Trailer	$ 8.01	0.00
Welder	$ 10.31	0.00
Work Zone Barricade Servicer	$ 8.40	0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

==========

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor

200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

Border Colonia Access Program
Checklist for Documentation Required for Road Construction

Contractor: _____

Contract Amount: _____

Project/Precinct: _____

Owner's Contract No.: _____

Item	Required Documents	Submitted & Reviewed	Approved	Comments:
	INITIATION OF PROJECT:			
1	Approval to Bid (Purchasing)			
2	Contract - Signed and Excuted			
3	Gen. Liability Insurance - (Expiration Date)			
4	Automobile Liab. Insurance - (Expiration Date)			
5	Worker's Comp. & Empl. Liab. (Expiration Date)			
6	Notice to Proceed			
7	Material Sample & Testing Table Sent to Auditor's Office			
	PAYMENT REQUESTS, INCLUDING FINAL:			
8	Application and Cerification of Payment (A)			
9	Schedule of Values a/k/a 1257/1258			
10	Estimate Quantity Update Worksheet			
11	List of Suppliers and Sub-contractors			
12	Partial Waiver of Liens (Sub-contractors/suppliers)			
13	TxDot Form 252 Contract Time Statement			
14	Payroll Report w/signed Wage Form			
15	Change Order (Requires TxDot Concurrence			
	RETAINAGE PAYMENT: - Final request and request for retainage must be billed separately and approved by C.C.			
16	Punch List			
17	Certificate of Construction Completion			
18	Approval by Commissoner's Court			
19	Contractor's Affidavit of Release (Waiver) of Liens (with power of attorney)(B)			
20	Affidavit of Payment of Debts & Claims-lien bond & indemnity bonds(w/power of attorney)(B)			
21	Consent of Surety to Final Payment(with power of attorney)(B)			
22	Final Blue Prints			

CHANGE ORDER NUMBER ONE(1)

Project: _____

DATE OF ISSUANCE: _____ EFFECTIVE DATE: _____

OWNER: _____
OWNER'S CONTRACT NO: _____

CONTRACTOR: _____ ENGINEER: _____

_____ _____

_____ _____

You ar directed to make the following changes in the Contract Documents.

Description:
1.
2.
3.
4.
5.
6.

Reason for Change Order:
1.
2.
3.
4.
5.
6.

Attachments:

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIME:
Original Contract Price $ 0.00	Original Contract Time for Substantial Completion: 0 calendar days or dates
Net Changes from previous Change Order $ 0.00	Net Change from previous Change Orders 0 calendar days
Contract Price prior to this Change Order $ 0.00	Contract Time prior to this Change Order Substantial Completion: 0 calendar days or dates
Net Increase(decrease) of this Change Order $ 0.00	Net Increase(decrease) of this Change Order 0 calendar days
Contract Price with all approved Change Orders $ 0.00 — Net % increase(decrease)from original contract price. #DIV/0! %	Contract Time with all approved Change Orders Substantial Completion: 0 calendar days or dates

RECOMMENDED:

By: _____
Enigineer (Authorized Signature)

Date: _____

APPROVED:

By: _____
Owner (Authorized Signature)

Date: _____

ACCEPTED:

By: _____
Contractor (Authorized Signature)

Date: _____

Exhibit E-B

APPLICATION FOR PAYMENT NO.

To: _____ (OWNER)
From: _____ (CONTRACTOR)
Contract: _____
Project: _____
Owner's Contract No. _____ Engineer's Project No. _____
For Work accomplished through the date of: _____

1. Original Contract Price:	_____
2. Net change by Change Order and Written Agreements(+or-):	_____
3. Current Contract Price (1 plus 2):	_____
4. Total completed and stored to date:	_____
5. Retainage (per Agreement):	
___10%___ of completed Work: _____	
_____ of stored material _____	
Total Retainage:	_____
6. Total completed and stored to date less retainage (4 minus 5)	_____
7. Less previous Application for Payments:	_____
8. AMOUNT DUE THIS APPLICATION (6 MINUS 7)	_____

Accompanying Documentation:

CONTRACTOR'S Certification:
The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR'S legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through __2__ inclusive: (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payments is in accordance with the Contract Documents and not defective.

Date _____

_____
CONTRACTOR

State of _____
County of _____
Subscribed and sworn to before me this _____
day of _____

By: _____

_____
Notary Public
My Commission expires: _____

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Date _____

_____
ENGINEER

By: _____

Estimate Quantity Update Worksheet Date:

Colonia:
Roadway:
Control:
Project No:
County:
Est. No: 1

Contractor:
Contract Price:
Work Done this Mo.:
% Complete: #DIV/0!

Date Began: ?
Contract Time: 120
Time Charged: 90
% Time Used: 75.00%

Work Type: Paving & Drainage
Limits:
From:
To:

						FIRST MONTH			SECOND MONTH			THIRD MONTH		
ITEM NO.	DESCRIPTION	UNIT	PROJECT QTY	Unit Price	Project Amount	MONTHLY QUANTITY	QTY to Date	Item Cost (Monthly)	MONTHLY QUANTITY	QTY to Date	Item Cost (Monthly)	MONTHLY QUANTITY	QTY to Date	Item Cost (Monthly)
	(901)ADMINISTRATIVE													
	(902) PRELIMINARY ENGINEERING													
	(903) CONSTRUCTION ENGINEERING													
	(904) RIGHT-OF-WAY													
	(905) ROADWAY CONSTRUCTION													
100	PREP ROW	Sta.	1.100	$1,800.00	$1,980.00	1.000	1.000	$0.00		0	$0.00		0	0.00
110	BACKFILL (TY A)	Sta.	1.000	$600.00	$600.00	0.000	0	$0.00		0	$0.00		0	0.00
247	FLEX BASE (RDWY DEL)(TY D GR 6 CL 4)	CY	76.000	$28.00	$2,128.00	0.000	0	$0.00		0	$0.00		0	0.00
260	LIME (TY A SLURRY) OR (TY B)	TON	1036.000	$2.00	$2,072.00	0.000	0	$0.00		0	$0.00		0	0.00
260	LIME TREAT SUBGR (DC)(12")	SY	0.000	$6,000.00	$0.00	0.000	0	$0.00		0	$0.00		0	0.00
262	LIME (TY A SLURRY) OR (TY B)	TON	7.800	$3,000.00	$23,400.00	0.000	0	$0.00		0	$0.00		0	0.00
262	LME TRT FOR BS CRS (NEW/EXT BS)(DC)(6")	SY	1277.800	$6.00	$7,666.80	0.000	0	$0.00		0	$0.00		0	0.00
310	ASPH MATRL (MC-30)	GAL	246.7	$6.00	$1,480.20	0.000	0	$0.00		0	$0.00		0	0.00
500	MOBILIZATION	LS	1.000	$3,000.00	$3,000.00	0.000	0	$0.00		0	$0.00		0	0.00
502	BARRICADES, SIGNS, AND TRAF HANDLE	MO	1.000	$1,000.00	$1,000.00	0.000	0	$0.00		0	$0.00		0	0.00
529	CONC CURB AND GUTTER (TY A)(BARRIER)	LF	600.000	$7.50	$4,500.00	0.000	0	$0.00		0	$0.00		0	0.00
644	SMALL RDSD SGN ASSM (TY A)	EA	2.000	$300.00	$600.00	0.000	0	$0.00		0	$0.00		0	0.00
644	SMALL RDSD SGN ASSM (TY F)	EA	2.000	$500.00	$1,000.00	0.000	0	$0.00		0	$0.00		0	0.00
658	DEL ASM TY A (D-SY)	EA	4.000	$100.00	$400.00	0.000	0	$0.00		0	$0.00		0	0.00
666	REFL PAV MRK TY I (Y)(SLD)(4")	LF	400.000	$0.25	$100.00	0.000	0	$0.00		0	$0.00		0	0.00
666	REFL PAV MRK TY I (Y)(BRK)(4")	LF	140.000	$0.25	$35.00	0.000	0	$0.00		0	$0.00		0	0.00
672	RAIS PAV MRKR CL B (REFL)(TY II-A-A)	EA	24.000	$3.50	$84.00	0.000	0	$0.00		0	$0.00		0	0.00
3146	HOT MIX (TY D)	TON	105.5	$34.00	$3,587.00	0.000	0	$0.00		0	$0.00		0	0.00
5249	TEMP SEDMT CONT FENCE	LF	70.000	$3.00	$210.00	0.000	0	$0.00		0	$0.00		0	0.00
							0			0	$0.00		0	0.00
	(906) DRAINAGE													
464	RC PIPE (CL III)(18")	LF	404.000	$25.00	$10,100.00	0.000	0	$0.00		0	$0.00		0	0.00
464	RC PIPE (CL III)(24")	LF	120.000	$30.00	$3,600.00	0.000	0	$0.00		0	$0.00		0	0.00
465	INLET (COMPL)(TY A)	EA	2.000	$2,000.00	$4,000.00	0.000	0	$0.00		0	$0.00		0	0.00
465	INLET (COMPL)(TY C)	EA	2.000	$1,500.00	$3,000.00	0.000	0	$0.00		0	$0.00		0	0.00
465	MANH (COMPL)(TYM)	EA	1.000	$2,000.00	$2,000.00	0.000	0	$0.00		0	$0.00		0	0.00
465	INLET EXT.	EA	2.000	$700.00	$1,400.00	0.000	0	$0.00		0	$0.00		0	0.00
467	SET (TY II)(18")(RCP)(1:6)	EA	4.000	$550.00	$2,200.00	0.000	0	$0.00		0	$0.00		0	0.00
467	SET (TY II)(24")(RCP)(1:6)	EA	1.000	$650.00	$650.00	0.000	0	$0.00		0	$0.00		0	0.00

Monthly Totals:	$0.00	$0.00	0.00
ADMINISTRATIVE (901)			
PRELIMINARY ENGINEERING (902)			
CONSTRUCTION ENGINEERING (903)			
RIGHT-OF-WAY (904)			
Roadway (905):	$0.00	$0.00	0.00
Drainage (906):	$0.00	$0.00	0.00

Total to Date

Roadway (905):	$0.00
Drainage (906):	$0.00
Total	$0.00

Prepared and Checked By: Signature: _____ Date: _____

_____ Contractor Name
_____ Starting Date
_____ Project Ending Date
_____ Retainage Percent

Application No.: _____
Application Date: _____
Period To: _____
Engineer Firm: _____

Summary

CSJ#	PROJECT NAME	Original Schedule Value	Revised Schedule Value	Payment Application No 1	Payment Application No 2	Payment Application No 3	Total To Date	Balance To Finish	Retainage	Net	Payment To Date	Payment Due
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -

SCHEDULE OF VALUES
COLONIA SAENZ CONTRACT NO.: C-CAP-XX-XXX-XX-XX

					COLONIA SAENZ Hernandez Street CSJ# 3C10-80-181				
Item	**Code**	**Item Description**	Unit						
		PAVING							
100		Preparing ROW	STA		0.00			0.00	$0.00
152		Road Grader Work (Dens Cont.)	SY		0			0.00	$0.00
247		FL BS (Compl in Plac)	SY		0			0.00	$0.00
260		Lime Treatment for Base Course (Road Mix)	TONS		0			0.00	$0.00
275		Cement for Subgrade (Road Mixed)	TONS		0			0.00	$0.00
310		Prime Coat Asph Matrl (MC-30)	GAL		0			0.00	$0.00
340		Dense-Grader Hot Mix Asph Conc Ty D	SY		0			0.00	$0.00
500		Mobilization	LS		0			0.00	$0.00
502		Barricades, Signs and Traffic Handling	MO		0			0.00	$0.00
530		Turnouts (ASPH-CONC-PAV)(PB-1)	EA		0			0.00	$0.00
		DRAINAGE AND DRIVEWAYS							
247		FL BS (Compl in Plac)	SY		0			0.00	$0.00
530		Driveway (ASPH-CONC-PAV) (PB-1)	SY		0			0.00	$0.00
556		15" RCP Storm Drain CL III	LF		0			0.00	$0.00
556		18" RCP Storm Drain CL III	LF		0			0.00	$0.00
556		24" RCP Storm Drain CL III	LF		0			0.00	$0.00
556		48" RCP Storm Drain CL III	LF		0			0.00	$0.00
5249		Temp Sedmt Cont Fence	LF		0			0.00	$0.00
5249		Temp Sedmt Cont Fence (Remove)	LF		0			0.00	$0.00
								TOTAL ESTIMATE	

Form 252 (Rev. 12/82)
Page 1 of 1
(GSD-EPC Word 97)

Contract Time Statement

ESTIMATE NO. 0 CONTRACTOR _____

PROJECT NO. _____ COUNTY _____ DATE WORK BEGAN _____

TIME COMPUTED FROM _____ DATE WORK COMPLETED _____

MONTH	DATE OR DAYS	WORKING DAYS CHARGED		DAYS CREDITED AND REASONS THEREFORE
TOTALS		0	0	

NO. OF CONTRACT WORKING DAYS _____ NO. WORKING DAYS CHARGED TO DATE 0

ASSESSED LIQUIDATED DAMAGES: NO. _____ PER DAY $ _____ TOTAL $ 0.00

CERTIFIED AS CORRECT (ONE COPY HAS BEEN GIVEN TO THE _____

RESIDENT ENGINEER

INSTRUCTIONS: PROJECT IDENTIFICATION SHOULD COVER CONTRACT. TIME CREDITED AND REASONS THEREFORE MUST CONFORM TO PROVISIONS OF CONTRACT. NO HOLIDAY CREDIT ALLOWED FOR DAYS PRECEDING OR FOLLOWING LEGAL HOLIDAYS. TIME SUSPENDED AND RESUMED MUST BE SUPPORTED BY COPY EACH OF LETTERS TO CONTRACTOR DATED ON OR BEFORE EFFECTIVE DATES. TIME EXTENSION MUST BE INDICATED AND REFERENCED TO RELATED PROVISION OF CONTRACT. SEE BOOKLET OF INSTRUCTIONS, CONSTRUCTION ESTIMATES DATED SEPTEMBER 1, 1992

Exhibit E-F

Test Report Table

					Contractor Name				
					CSJ#	CSJ#	CSJ#	CSJ#	CSJ#
Material	**Test**	**Description**	**Required**	**Remarks**					
Subgrade	Tex-101-E Part III	Pulverization							
	Tex-113	Moist. Density Curve							
	Tex-115-E	In-place Density							
		Thickness							
		Proof Roll							
Flex Base	Tex-101-E	Preparing Soils and Flex Bases							
	Tex-104-E	Determining Liquid Limit of Soils							
	Tex-105-E	Determining Plastic Limit of Soils							
	Tex-106-E	Calculating the Plasticity Index							
	Tex-107-E	Linear Shrinkage							
	Tex-110-E	Particle Size Analysis							
	Tex-113-E	Moisture Density Relationship of Base Materials(includes Limed)							
	Tex-116-E	Wet Ball Mill Method Tex							
	Tex-117-E	Triaxial Compression for Base Material (includes Limed)							
	Tex-115-E	In-place Density							
		Thickness							
En-1	IAW ASTM 4609								
	Tex-103-E								
	Tex-114-E								
	TexDOT 121 E								
	ASTM D 4546								
	ASTM D 1587								
	Tex115-E								
Hot Mix	Tex-207-F	Determining Density of Compacted Bituminous Mixtures							
	Tex-208-F	Test for Stabilometer Value of Bituminous Mixtures							
	Tex-210-F	Determining Asphalt Content of Bituminous Mixtures by Extraction							
	Tex-228-F	Determining Asphalt Content of Bituminous Mixtures by the Nuclear Method							
	Tex-229-F	Combined HMAC Cold Belt Sampling and Testing Procedure							
	Tex-236-F	Determining Asphalt Content from Asphalt Paving Mixtures By the Ignition Method							
	Tex-207-E	Determining Density of Compacted Bituminous Mixtures							
	Tex-212-E	Determining Moisture Content of Bituminous Mixtures							
	Tex-213-E	Determining Hydrocarbon-Volatile Content of Bituminous Mixtures							
In-Place Density	Texas SDHPT Bulletin C-14								
	ASTM D-2950.76								
	AASHTO T-166								
Lime	Tex-600-J	Lime Testing Procedure		Waive testing if less than 50 Tons from a Pre-Approved Source					
Rcp		Three Edge Bearing Test		1 pipe for each 100 pipe					

Exhibit E-G

PARTIAL/FINAL WAIVER OF LEIN

THE STATE OF TEXAS

COUNTY OF_____

The undersigned contracted with _____
_____to furnish_____
in connection with certain improvements to real property located in_____
County, Texas, and owned by_____
Which improvements are described as follows:

_____
_____
_____

In consideration of Pay Estimate No _____in the amount of_____
_____DOLLAR($_____)and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, the undersigned does hereby waive and release any mechanic's lien or materialmen's lien or claims of lien that the undersigned has or hereafter has on the above mentioned real property on account of any labor performed or materials furnished or to be furnished or labor performed and materials furnished by the undersigned pursuant to the above-mentioned contract or any constitutional lien that the undersigned may have.

Undersigned hereby guarantees that all bids for labor performed and/or materials furnished in the erection and construction of such improvements on the Property have been fully paid and satisfied and Undersigned does further guarantee that if for any reason a lien or liens are filed for material or labor against said Property arising out of any bills for material or labor in connection with the erection or construction of said improvements thereon, Undersigned will obtain a settlement of such lien or liens and a proper release thereof shall be obtained.

_____
CONTRACTOR

BY:_____
TITLE

SWORN TO AND SUBSCRIBED BEFORE ME, on this the_____day of_____,20__to certify which witness my hand and seal of office.

_____
NOTARY PUBLIC in and for the State of Texas

My Commission Expires: _____

CONTRACTOR'S AFFIDAVIT OF PAYMENTS OF DEBTS AND CLAIMS

PROJECT: **PROJECT NO.**
OWNER:
CONTRACTOR:
ENGINEER:

The Contactor in accordance with the Contract Documents, hereby certifies that, except as listed below, all obligations for all materials and equipment furnished, for all work labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or his property might in any way be held responsible have been paid in full or have otherwisse been satisfied in full.

EXCEPTIONS: (If none, write "NONE". The Contractor shall furnish a bond acceptable to the Owner for each exception.)

CONTRACTOR

By

Title

Subscribed and sworn to before me this day of

Notary Public:

My Commission Expires:

Prevailing Wage Rates
Certification Statement

Date _____

Project Name _____ **CSJ#** _____

Contractor _____ **Application#** _____

I, _____ **do hereby state:**
(Name of Project Director)

1. That a payroll (form WH-347 or similar form) was submitted for contract work Performed for the period covered by the attached application.
2. That a statement of compliance(form WH-347 or similar form) was submitted with the payroll.
3. The certified payroll complies with the classifications and minimum wage rates Stipulated in the contract.
4. That a minimum of one interview was conducted with laborers using Form HUD-11 or similar.

_____
Signature

U.S. Department of Labor
Employment Standards Administration
Wage and Hour Division

PAYROLL

(For Contractor's Optional Use; See Instructions, Form WH-347 Inst.)

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

OMB No.: 1215-0149
Expires: 03/31/2006

NAME OF CONTRACTOR ☐ OR SUBCONTRACTOR ☐ ADDRESS

PAYROLL NO. FOR WEEK ENDING PROJECT AND LOCATION PROJECT OR CONTRACT NO.

(1) NAME, ADDRESS, AND SOCIAL SECURITY NUMBER OF EMPLOYEE	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT. OR ST.	(4) DAY AND DATE / HOURS WORKED EACH DAY	(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS: FICA	WITH-HOLDING TAX			OTHER	TOTAL DEDUCTIONS	(9) NET WAGES PAID FOR WEEK
			O											
			S											
			O											
			S											
			O											
			S											
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			S											
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			S											

We estimate that it will take an average of 56 minutes to complete this collection of information, including time for reviewing instructions searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection of information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, ESA, U. S. Department of Labor, Room S3502, 200 Constitution Avenue, N. W., Washington, D. C. 20210.

FORM WH-347, Revised Nov. 1998 - FORMERLY SOL 184 - *PURCHASE THIS FORM DIRECTLY FROM THE SUPT. OF DOCUMENTS*

Exhibit E-K

Date _____

I, _____ _____
(Name of Signatory Party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

_____ on the
(Contractor or Subcontractor)

_____; that during the payroll period commencing on the
(Building or Work)

_____ day of _____, _____, and ending the _____ day of _____, _____, all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

_____ from the full
(Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Start. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. 276c), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, of if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☐ – In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in Section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ – Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in Section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE	SIGNATURE

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

* U.S. G.P.O.:1997 519-551

Exhibit E-K

CERTIFICATE OF CONSTRUCTION COMPETION

THIS IS TO CERTIFY THAT ON _____ DAY OF _____A FINAL INSPECTION was made of the project herein described.

CONTRACT

CONTRACT DATE: _____
OWNER: _____
CONSTRUCTION CONTRACTOR: _____
OF THE CITY OF _____ STATE OF _____

PROJECT DESCRIPTION

CONSTRUCTION OF _____

CONTRACT NO: _____
Located in or near the City/Precinct Of _____

THIS IS TO CERTIFY"

1. That the work has been completed in accordance with the plans and specifications and all addenda, change orders, supplemental agreements thereto, and with the following exceptions:

   _____

2. That the sum of _____, deducted from the final payment of the Contractor is a fair and equitable settlement for the foregoing except work.

3. That the contractor has presented a "Certificate of Release" starting under oath, that all claims arising out of the performance of work have been fulfilled, and the Owner is released from all claims arising under or by virtue of said contract.

4. That the CONTRACTOR has presented in behalf of itself and its sureties, satisfactory evidence that it is bound to repair, replace, and make good any faulty workmanship and/or materials discovered in the work within a period of one year from this date, as provided in said contract.

5. Amount of Original Contract _____
   Present Amount of Contract _____
   Total Amount of earned to Date _____
   Less: previous payments _____
   Balance _____
   Authorized deductions _____
   AMOUNTY OF FINAL PAYMENT _____

6. That the final payment in the amount of _____ _____ is now due and payable.

_____
Engineer's Signature

CONCURRED BY:

_____
Contractor's Name

By:_____

Title: _____

CONCURRED BY:

_____
City/Precinct

By:_____

Title: _____

CONTRACTOR'S AFFIDAVIT OF RELEASE OF LIENS

PROJECT: **PROJECT NO.**
OWNER:
CONTRACTOR:
ENGINEER:

The Contractor, in accordance with the Contract Documents, and in consideration for the full and final payment to the Contractor for all services in connection with the project, does hereby waive and release any and all liens, or any and all claims to liens which the Contractor may have on or affecting the project as a result of its contract(s) for the Project or for performing labor and/or furnishing materials in any way connected with the construction of any aspect of the project. The Contractor further certifies and warrants that all subcontractors of labor and/or materials for the Project, except as listed below, have been paid in full for all labor and/or materials supplied to, for through or at the direct or indirect request of the Contractor prior to, through and including the date of this affidavit.

EXCEPTIONS: (If none, write "NONE". The Contractor shall furnish a bond acceptable to the Owner for each exception.)

CONTRACTOR

By

Title

Subscribed and sworn to before me this day of

Notary Public:

My Commission Expires:

Form L

Contractor Name

Starting Date

Project Ending Date

Retainage Percent

Summary					
CSJ #	CSJ Name	Original Schedule Value	Revised Schedule Value	Payment Application No 1	Payment Application No 2
		$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -
	TOTALS:	$ -	$ -	$ -	$ -

Application No. _____

Application Date: _____

Period To: _____

Engineer Firm _____

Payment Application No 3	Payment Application No 4	Total To Date	Balance To Finish	Retainage	Net	Payments to Date	Payment Due
$ -		$ -	$ -	$ -	$ -	$ -	$ -
$ -		$ -	$ -	$ -	$ -	$ -	$ -
$ -		$ -	$ -	$ -	$ -	$ -	$ -
$ -		$ -	$ -	$ -	$ -	$ -	$ -
$ -		$ -	$ -	$ -	$ -	$ -	$ -
$ -		$ -	$ -	$ -	$ -	$ -	$ -
$ -		$ -	$ -	$ -	$ -	$ -	$ -
$ -		$ -	$ -	$ -	$ -	$ -	$ -
$ -		$ -	$ -	$ -	$ -	$ -	$ -

Contractor Name
Starting Date
Project Ending Date
Engineer's / County Project Description

Application No.:
Application Date:
Period To:
Engineer's / County Project No.:

No.	Item Code	Description	Unit	Original Rates	Original Schedule Value		Revised Rates	Value		First Month			Second Month			Third Month			Total to Date	Balance To Finish	
					Quan	Dollars		Quan	Dollars	Monthly Quan	QTY to Date	Item Cost (Monthly)	Monthly Quan	QTY to Date	Item Cost (Monthly)	Monthly Quan	QTY to Date	Item Cost (Monthly)		Quan	Dollars
		(905) ROADWAY																			
1	100	Preparation of Right-of-Way	Sta	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
2	152	6" road Grader Work(Dens Cont.) Subgrade	SY	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
3	247	6" FL BS(Compl In Plac)	S.Y.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
4	310	Asph. Matrl. (MC-30)	Gal	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
5	340	Asph. Conc. Ty D	S.Y.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
6	500	Mobilization	L.S.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
7	502	Barricades, Signs and Traffic Handling	Mo	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
8	530	Turnouts	Ea	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
9	5249	Tem Sedmt Cont Fence (Installed)	L.F.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
10	5249	Tem Sedmt Cont Fence Handling (Removed)	L.F.	$ -	0.0	-	$ -	0.0	-	0	0	-		0	-	-	-	-	-	0.0	0.0
		Total Roadway				-			-			-			-			-	-	0.0	0.0
		(906) DRAINAGE																			
11	530	Drvwys (Asph Conc Pav) (PRB)	S.Y.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
12	247	Drvwys Flexible Base	S.Y.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
13	556	8" Storm Drain	L.F.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
14	556	18" RCP Storm Drain	L.F.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
15	465	Ty "A" Inlets	Ea.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
16	465	Concrete Manhole	Ea.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
17		15" R.C.P.	L.F.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
18		Ty "A" Inlets	Ea.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
19		Manhole	Ea	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
20		6.0" Valley Gutter	L.F.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
		Total Drainage				-			-			-			-			-	-		
		TOTAL BASE AMOUNTS:				-			-			-			-			-	-	0.0	0.0

Print Name

Date

Signature

Texas Department of Transportation

Your Tax Dollars at Work
Hidalgo County Pct 1

Joel Quintanilla, Commissioner
Border Colonia Access Program

In Partnership with Texas Department of Transportation

COLONIA SAENZ

Hidalgo County Commissioner's Court

Ramon Garcia	–	County Judge
Joel Quintanilla	-	Commissioner Pct #1
Hector "Tito" Palacios	-	Commissioner Pct #2
Joe M. Flores	-	Commissioner Pct #3
Joseph Palacios	-	Commissioner Pct #4

Project Contractor: _____

Project Engineer:

RODRIGUEZ ENGINEERING
CONSULTING ENGINEER • SURVEYOR
P.O. BOX 1830 • EDINBURG, TEXAS • 78540
PHONE (956) 491-1013

HIDALGO COUNTY PRECINCT #1
BORDER COLONIAS ACCESS PROGRAM
SCHEDULE FOR TESTING AND SAMPLING

Material	Test	Test Method	Frequency of Sampling	Time and Location of Sampling	Notes
Treated Subgrade and Base Course	Pulverization Gradation	TX-101-E Part III	As Necessary For Control	After Pulverization and Mixing, From Roadway	
	Liquid Limit	Tex-104-E	Each 5,000 cu. Yd.	After Pulverization and Mixing, From Roadway	One Liquid Limit for Each Type of Material of a Notable Change on Material
	Plastic Index	Tex-106-E	Each 5,000 cu. Yd.	After Pulverization and Mixing, From Roadway	One Liquid Limit for Each Type of Material of a Notable Change on Material
	Moisture Density Relationship	Tex-113-E	Each 10,000 cu. Yd.	After Pulverization and Mixing, From Roadway	One Liquid Limit for Each Type of Material of a Notable Change on Material
	In-Place Density	Tex-115-E	Each 300 Linear ft.	As Designated by Engineer	
	Thickness	Tex-140-E	Each 300 Linear ft.	As Designated by Engineer	
Concrete	Compressive Strenght	Tex-418-A	One Set of 4 Cylinders for Every 50 cu. Yd.	At Point if Placement	One Cylinder Tested at 7 Days from Date Cast Two at 28 Days and One put on Hold
	Slump	Tex-415-A	One Test For Each Set of Cylinders	At Point if Placement	
	Temperature of Concrete	Tex-422-A	One Test For Each Set of Cylinders	At Point if Placement	
	Entrained Air	Tex-416-A TEX-414-A	One Test For Each Set of Cylinders	At Point if Placement	

From:	marcie.jackson
To:	"Valde "; Yvette Islas; joel.quintanilla@co.hidalgo.tx.us
Cc:	eduardo.gonzalez@co.hidalgo.tx.us; "John Paul Lugo"; "Katia Garcia"
Subject:	Request approval of final negotiated contract - Colonia Saenz Subdivision
Date:	Thursday, June 09, 2011 3:06:37 PM

Yvette,

Please submit:

Approval of final negotiated contract for Precinct 1 – 3rd Call Border Colonias Project: Colonia Saenz Subdivision (CSJ: 3C1080181)

Contractor: MJA Construction, LLC
Project Engineer: Rodriguez Engineering
Account: 1-1312-431-00-121-181-0-731 & 733
1-1200-431-00-121-181-0-731

Thanks,

Agapito Vargas, Executive Director

Hidalgo County Border Colonias Access Program
301 East State
Pharr, TX 78577
Office Tel: 956/787-1891
Fax: 956/787-4683
Cell: 956/460-6364
email: agapito.vargas@co.hidalgo.tx.us

AI-27056 **7.L.**

Hidalgo County-Extension/Renewal-Valley Bottle Water, LLC-C-10-005-05-25
CC CONSENT

Date:	06/21/2011
Submitted By:	Letty Saenz, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department

Information

CAPTION

Approval to exercise a one (1) year term extension with VALLEY BOTTLE WATER, LLC as provided in the currenct contract for: "Bottled Water Products& Services" for Hidalgo County, under the same rates, terms and conditions (effective: 07/01/11-06/30/12).

BACKGROUND

Extension Letter by Valley Bottle Water, LLC
contract document C-10-005-05-25

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: various

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

BUDGETARY IMPACT:

Purchases on an as needed basis.
1. All funding sources (County-wide Contract)
2. See attached expenditure Report object Codes 631 & 442 for funding sources and availability of funds.

Attachments

Link: Letter of Extension-VBW LLC

Link: Contract document#C-10-005-05-25

Link: Ins Cert-VBW LLC

Link: exp report

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	06/15/2011 11:16 AM	APRV
2	Budget & Management	Erika Zamora	06/15/2011 11:38 AM	APRV
3	Rosalinda Cantu	Rosie Cantu	06/16/2011 12:00 PM	APRV
4	Auditor's Office	Arcilia Duran	06/16/2011 03:13 PM	APRV

Form Started By: Letty Saenz Started On: 06/09/2011 04:24 PM

Final Approval Date: 06/16/2011

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

June 08, 2011

Martin Hernandez, General (Branch) Manager via email martin.hernandez@onetacc.com
Valley Bottle Water, L.L.C.
1401 South Padre Island Drive
Corpus Christi, Texas 78416
Ph. (956) 423-2110 or Cell (956) 357-5932

Re: ***Extension to Contract No. C-10-005-05-25-"Bottled Water Products & Services"- Hidalgo County***

Dear Mr. Hernandez:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's sole option to exercise the extension/renewal for the **FIRST (1ST) YEAR** of the additional **TWO (2) ONE (1) YEAR** periods as provided in the current contract (under the same rates, terms and conditions). Please acknowledge receipt of this notice of placement on the next Commissioners' Court agenda/meeting for discussion, consideration and action, by signing below and returning to the Purchasing Department, by no later than June 10, 2011, via facsimile to (956) 956-318-2629 or email to: leticia.saenz@co.hidalgo.tx.us , so as to meet the agenda request form deadlines.

By: Martin Hernandez Date: 6/9/11
Martin Hernandez, General (Branch) Manager

Additionally, we are requesting your company provide an "Updated Certificate of Insurance" as required through Hidalgo County's Request for (Bid, Quote, Proposal, Statements of Qualifications).

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

Sincerely,

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

xc: file

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THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-10-005-05-25

THIS CONTRACT is made and entered into this **25th** day of **May, 2010** by and between the **County of Hidalgo, Texas** ("County"), and **Valley Bottle Water, LLC** ("Company").

WHEREAS, Company responded to advertised notices for bids for **"Bottled Water Products & Services" (on an as needed basis)** (the "Services"); and

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

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

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

1. County and Company hereby agree that this Contract is entered into in order to provide the Services to the **Hidalgo County**. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the services in accordance with the Specifications contained in Exhibit "A" Request for Bids (RFB) Procurement Packet within **Hidalgo**

County following a request for Services by the **Hidalgo County** or its designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services. Further Hidalgo County reserves the right to request these services from other sources other than the successful vendor and shall not be in violation of any terms or conditions of said contract.

3. This Contract shall be for a period of **one (1) year**, commencing on **July 1, 2010** and expiring on **June 30, 2011** and may be extended at the sole discretion of the County for an additional two (2) one (1) year terms under the same rates, terms and conditions. Hidalgo County also reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay of award for the next term and contingent upon cost remaining unchanged.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which 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:	Valley Bottle Water, L.L.C. Martin Hernandez, General (Branch) Manager 1401 South Padre Island Drive Corpus Christi, Texas 78416

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

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

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

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

WITNESS our hands in duplicate originals this 25th day of May, **2010.**

APPROVED AS TO FORM
Atlas & Hall, L.L.P.

By: _____
Stephen L. Crain, Attorney

COUNTY OF HIDALGO

By: _____
Rene A. Ramirez, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

COMPANY:
VALLEY BOTTLE WATER, L.L.C.

By: _____

Printed Name: Martin Hernandez

Title: General (Branch) Manager

EXHIBIT "A"

REQUEST FOR BIDS (RFB)
PROCUREMENT PACKET

PURCHASING DEPARTMENT
County Of Hidalgo

REQUEST FOR BID (RFB)
CHECKLIST
HIDALGO COUNTY
"BOTTLED WATER SERVICES"
Bid No: 2010 005-04-07-SMA

1. **Request for Bid Letter, consists of __1__ page.**

2. **Request for Bid, Legal Notice, consisting of__8__ pages.**
   (Page 8 must be submitted with bid)

3. **Exhibit "A" Specifications, consisting of __6__ pages.**

4. **Exhibit "B" Bid Page, consisting of__2__ pages.**
   (Must be submitted with bid)

5. **Exhibit "C" Insurance Requirements, consisting of __4__ pages.**
   (Must be submitted with bid)

6. **Exhibit "D" CIQ Conflict of Interest Questionnaire, consisting of __1__page.**
   (Copy of receipt and this form must be submitted with bid)

7. **Vendor/Bidder Application and W-9 form consisting of__6__ pages.**
   (Must be submitted with bid)

8. **Certification Regarding Debarment consists of __1__ page.**
   (Must be submitted with bid)

9. **Draft Service Contract, consisting of __9__ pages.**

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

Thank you.

Martha L. Salazar

Martha L. Salazar, CPPB
Purchasing Agent

March 22 2010
Date

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

PURCHASING DEPARTMENT
County Of Hidalgo

March 22, 2010

(Company's name and address)

_____

_____

_____

_____

Re: **HIDALGO COUNTY**
Request for Bids -**"BOTTLED WATER SERVICES"**
Bid No: 2010-005-04-07-SMA

Dear Gentleman/Ladies:

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

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

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

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/sma

Enclosures

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

LEGAL NOTICE

HIDALGO COUNTY

REQUEST FOR BID

"BOTTLED WATER SERVICES""

BID No. 2010-005-04-07-SMA

Bid No:2010-005-04-07-SMA	Buyer: Sandra Montalvo	Tel. No: (956) 318-2626 ext 4865

REQUEST FOR BIDS

HIDALGO COUNTY

"BOTTLED WATER SERVICES"

BID OPENING DATE: April 07, 2010

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281 -New Administration Building
Mailing/Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539
956 318-2626

Form HCPD-03

1. Sealed bids will be received for **"HIDALGO COUNTY –BOTTLED WATER SERVICES"** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2. **One (1) original and three (3) copies** of all bids are required with the bidders name and return address clearly typed and or/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **"RFB No. 2010-005-04-07-SMA -HIDALGO COUNTY- BOTTLED WATER SERVICES"** and at County's Purchasing Department with a physical address: 2802 S. Business 281 and a mailing address: 2812 S. Business Hwy 281, New Administration Building, Edinburg, Texas, **on or before 9:30 A.M, WEDNESDAY,APRIL 07, 2010.**

   NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO "RFB No.-2010-005-04-07-SMA- HIDALGO COUNTY - BOTTLED WATER SERVICES".

   Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County.

3. Hidalgo County reserves the right to: **A.** separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; **B.** reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and **C.** award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties,

and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Costs are to be net F.O.B., County Prepaid.

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

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

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy o their Federal ID Number Certificate.

15. **DELIVERY INSTRUCTIONS:**

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

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-BOTTLED WATER SERVICES"** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

- Discount payments will be considered when offered.

- Contact person for Billing and Payment questions:

Hidalgo County Auditor's Office
2808 S. Bus. Hwy. 281
Edinburg, Texas 78539
(956) 318-2511
Attn: Accounts Payable

17. **SCHEDULE OF EVENTS**

Bid Opening, 9:30 A.M.	**April 07, 2010**
Award of Contract	2010
Commence Work or Deliver Products	2010

18. **BID OR PERFORMANCE BOND AND DEBARMENT CERTIFICATION; PAYMENT UNDER CONTRACT:**

- If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

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

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

- If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

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

19. **ETHICAL STANDARDS:**

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. **DISCLOSURE OF CONFLICT OF INTEREST**

- Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

  Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse
  COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE

RESPONSIBILITY OF THE PROSPECTIVE BIDDER.

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

22. Bids, and all goods and services provided hereunder, 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
"BOTTLED WATER SERVICES"

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

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

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

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

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

(THIS PAGE MUST BE SUMITTED WITH BID)

EXHIBIT "A"

Specifications/Requirements
Hidalgo County
"Bottled Water Services"
Bid No: 2010-005-04-07-SMA

OVERVIEW:
The purpose of this solicitation is to solicit sealed bids to establish a vendor to provide bottled water service for the Hidalgo County Departments. All services shall be provided in accordance with the specifications contained herein.

SCOPE OF WORK: The vendor shall furnish all resources required to provide bottled drinking and/or spring water, paper cups and dispensing equipment, as specified herein on an "AS NEEDED BASIS". Hidalgo County reserves the right to add or delete item(s) during the term of the contract.

SPECIFICATIONS/REQUIREMENTS

CONTAINTERS:
All containers shall be returnable/reusable, five (5) vessel/gallon capacity, designed for inverted operation on dispensers. All containers shall be clear or translucent, impact resistant, poly carbonate plastic. Water caps shall be compatible with cooler models awarded pursuant to awarded contracts and those cooler models currently owned by the respective user departments. No storage racks are needed.

LEASED EQUIPEMENT:
All equipment offered by the vendor through this contract shall be new and in compliance with the following minimum specifications:

- COOLERS-Full size, free standing, shall be approximately 12.5"W x 12.5"Depth x 38"H
- DELIVERY, INSTALLATION & MAINTENANCE shall be included in the bid price.
- All COOLERS shall be Underwriter Lab approved, or equal.
- All EQUIPMENT shall not contain lead or lead based solder in contact with water.
- COOLERS shall be free standing, suitable to accept containerized water.
- COLD WATER service equipment shall be mechanically cooled with thermostatic controls.
- HOT WATER service equipment shall be electrically heated and thermostatically controlled (approximately 160°-180° Fahrenheit
- ELECTRICAL REQUIREMENTS- 120 volt, single phase, 60 Hz.
- DRIP RECEPTOR shall be removable
- Should the models bid become obsolete, the substitution of models will be permitted under the following conditions:
    a) the substitution confirms to the specifications as stated herein,
    b) the specifications for the proposed substitution is provided to the user department

MAINTENANCE OF LEASED EQUIPMENT
The leased cost of each cooler shall include inside delivery and installation, full service maintenance, including labor and replacement of all non-consumable parts as well as one (1) annual inspection and cleaning/sanitizing. The vendor shall repair or replace malfunctioning coolers within twenty-four (24) hours of receiving the service call from the user department.

DELIVERIES:

1. All deliveries throughout the contract term must be during normal business hours; Monday-Friday from 8:00 a.m. -12:00 p.m. and 1:00 p.m. -4:00 p.m.
2. Bidder shall be solely responsible for familiarity with any site-specific delivery conditions. (i.e. building access, parking, elevators, stairs, security requirements, etc)
3. Bidder shall deliver the requested amount of product within twenty-four (24) hours following the request or earlier if requested.

PRICING:
Bidders shall indicate on the Bid Page (refer to Exhibit B); a firm unit price per five (5) gallon drinking and/or spring vessel/bottle water, 16.5 and 20 oz per case bottled water, as well as a monthly rental fee to supply water dispensers to all user departments. Prices shall include all cost associated with maintenance, installation and repairs of the water dispenser unit(s). All prices must remain firm throughout the term of the contract and any extensions thereto.

LOCATION OF WATER DISPENSERS:

The following locations listed below are to be considered minimum. The County reserves the right to request additional water dispensers or reduce the number of dispensers as necessary and Vendor agrees to comply with such requests. Vendor agrees to furnish additional water dispensers at prices agreed to in this bid.

	NAME	ADDRESS	Hot/Cold	Temp/Cold	Cold
1	HIDALGO CO 93RD DISTRICT COURT	100 N. Closner, 2nd Floor, Edinburg, Tx	1		
2	HIDALGO CO 92ND DISTRICT COURT	100 N. Closner, 2nd Floor, Edinburg, Tx	1		
3	HIDALGO CO 449TH DISTRICT COURT	1001 N. Doolittle Rd, Edinburg, Tx	1		
4	HIDALGO CO 430TH DISTRICT COURT	111 S. 9th St., Edinburg, Tx		1	
5	HIDALGO CO 398TH DISTRICT COURT	100 N. Closner, 2nd Floor, Edinburg, Tx	1		
6	HIDALGO CO 389TH DISTRICT COURT	100 N. Closner, 2nd Floor, Edinburg, Tx	2		
7	HIDALGO CO 332ND DISTRICT COURT	100 N. Closner, 2nd Floor, Edinburg, Tx	1		
8	HIDALGO CO 275 TH DISTRICT COURT	100 N. Closner, 1st Floor, Edinburg, Tx	1		
9	HIDALGO CO 206TH DISTRICT COURT	100 N. Closner, 2nd Floor, Edinburg, Tx	1		1
10	HIDALGO CO 139TH DISTRICT COURT	100 N. Closner, 2nd Floor, Edinburg, Tx			1
11	HIDALGO CO AUDITOR'S OFFICE	2802 S. Business 281-Edinburg, Tx	1		
12	HIDALGO CO AUXILARY COURT	100 N. Closner, (Annex Bldg.)Edinburg, Tx	1	1	
13	HIDALGO CO BUDGET OFFICE	2818 S. Bus. Hwy. 281, Edinburg, Tx	1	2	
14	HIDALGO CO CLERK OFFICE	100 N. Closner 1st Floor, Edinburg, Tx	1	1	1
15	HIDALGO CO CONSTABLE PCT 2	523 S. Standard, San Juan, Tx		1	
16	HIDALGO CO CONSTABLE PCT 4	2814 S. Business Hwy. 281 Edinburg, Tx			1
17	HIDALGO CO CONSTABLE PCT 5	708 E. Edinburg, Ave., Elsa, Tx	1		
18	HIDALGO CO COURT AT LAW 1	100 N. Closner 3rd Floor, Edinburg, Tx	1		
19	HIDALGO CO COURT AT LAW 2	100 N. Closner 3rd Floor, Edinburg, Tx	1		
20	HIDALGO CO COURT AT LAW 4	100 N. Closner 3rd Floor, Edinburg, Tx			1
21	HIDALGO CO COURT AT LAW 5	100 N. Closner 2nd Floor, Edinburg, Tx		1	
22	HIDALGO CO DISTRICT ATTORNEY'S OFFICE	100 N. Closner 3rd Floor, Edinburg, Tx	1		1
23	HIDALGO CO DISTRICT CLERK & PROBATE COURT	1615 S. Closner, Ste. C, Edinburg, Tx	1		
24	HIDALGO CO DISTRICT CLERK'S OFFICE	100 N. Closner 1st Floor, Edinburg, Tx	1		
25	HIDALGO CO ELECTION DEPARTMENT	101 S. 10TH ST., Edinburg, Tx		5	1
26	HIDALGO CO EMERGENCY MANAGEMENT	1615 S.Closner Ste. G, Edinburg, Tx		1	
27	HIDALGO CO EXTENSION SERVICE	410 N 13TH ST, Edinburg, Tx			1
28	HIDALGO CO FACILITY MGMT. OFFICE	3100 S. Hwy 281, Edinburg, Tx	2		1
29	HIDALGO CO FACILITY MGMT. OFFICE-Carpentry Shop	219 E Loeb, Edinburg, Tx			1
30	HIDALGO CO FIRE MARSHALLS	1615 S Closner Ste. H, Edinburg, Tx	1		
31	HIDALGO CO HEALTH & HUMAN SERVICES	1304 S. 25TH, Edinburg, Tx	1	1	1
32	HIDALGO CO HEALTH & HUMAN SERVICES	708 E. Edinburg Ave. Elsa, Tx		1	
33	HIDALGO CO HEALTH & HUMAN SERVICES	702 E. Tejano, Hidalgo Tx			1
34	HIDALGO CO HEALTH & HUMAN SERVICES	300 E. Hackberry, McAllen, Tx			1
35	HIDALGO CO HEALTH & HUMAN SERVICES	1903 N FIR, Pharr, Tx		1	
36	HIDALGO CO HEALTH & HUMAN SERVICES	1901 N. Bridge, Weslaco, Tx		1	
37	HIDALGO CO HUMAN RESOURCES	1615 S. Closner, Ste-F, Edinburg, Tx	2		
38	HIDALGO CO INDIGENT DEFENSE	100 N. Closner (Annex Bldg.), Edinburg, Tx		1	
39	HIDALGO CO INFORMATION TECHNOLOGY DEPT.	100 E. Cano 4th Floor, Edinburg, Tx	1		1
40	HIDALGO CO INFORMATION TECHNOLOGY DEPT.	100 N. Closner 1st Floor, Edinburg, Tx	1		
41	HIDALGO CO JP PCT 1 PL 2-Gilbert Alaniz	1902 Joe Stephens 302, Weslaco, Tx		1	
42	HIDALGO CO JP PCT 2 PL 1-Bobby Contreras	1510 N Jackson Rd, Pharr, Tx	1		
43	HIDALGO CO JP PCT 2 PL 2- Rosa Trevino	122 E PARK, Pharr, Tx	1		
44	HIDALGO CO JP PCT 3 PL 1- Luis J. Garza	730 Breyfogle St. Suite C, Mission Tx	1		
45	HIDALGO CO JP PCT 3 PL 2 -Ismael Ochoa	730 Breyfogle St., Suite A, Mission, Tx	1		
46	HIDALGO CO JP PCT 4 PL 1-Charlie Espinoza	212 N. 12th St, Edinburg, Tx	1		

47	HIDALGO CO JP PCT 4 PL 2-Mary Alice Palacios	224 N. 12th Ave. Edinburg, Tx		1	
48	HIDALGO CO JP PCT 5 PL 1- Speedy Jackson	708 E. Edinburg Ave., Elsa, Tx	1		
49	HIDALGO CO JUDGE'S OFFICE	100 E. Cano 2nd Floor, Edinburg, Tx	1		
50	HIDALGO CO JUVENILE BOOTCAMP	1711 NO. Bridge, Weslaco, Tx	1		1
51	HIDALGO CO JUVENILE PROBATION DEPARTMENT	1001 N. Doolittle Rd., Edinburg, Tx		1	1
52	HIDALGO CO LAW LIBRARY	100 N. Closner 1st Floor, Edinburg, Tx		1	
53	HIDALGO CO MASTER COURT 1	100 N. Closner 2nd Floor, Edinburg, Tx		1	
54	HIDALGO CO MASTER COURT 2	100 N. Closner 2nd Floor, Edinburg, Tx	1		
55	HIDALGO CO PCT 1	1902 Joe Stephens, Weslaco, Tx	2	1	
56	HIDALGO CO PCT 1- Delta Lake Park	1.5 Mi North, East Side of FM 88, Monte Alto, Tx	2		
57	HIDALGO CO PCT 1-Sanitation	FM 1015 & M 611 Rd, Progreso, Tx			1
58	HIDALGO CO PCT 1-Sunset	FM 1015 N. MILE 11 West. Weslaco, Tx			1
59	HIDALGO CO PCT 2- Multi-Purpose Facility	1429 S. Tower Rd., Alamo, Tx		1	
60	HIDALGO CO PCT 2-Administration Office	301 E. State, Pharr, Tx			2
61	HIDALGO CO PCT 2-Community Resource Center	509 E. Earling, San Juan, Tx	1		
62	HIDALGO CO PCT 3-Anzaldua Park	P.O. Box 607, Mission, Tx		1	
63	HIDALGO CO PCT 3-Landfill	3 Miles W. Military Hwy., Mission, Tx		1	2
64	HIDALGO CO PCT 4	1102 N. Doolittle Rd., Edinburg, Tx		2	1
65	HIDALGO CO PCT 4-Administration Office	1051 N. Doolittle Rd., Edinburg, Tx	1		
66	HIDALGO CO PCT 4-Landfill	1102 N. Doolittle Rd., Edinburg, Tx		1	
67	HIDALGO CO PLANNING & HEALTH DEPT.	1304 S 25th St, Edinburg, Tx		1	
68	HIDALGO CO PLANNING & HEALTH DEPT.	1902 Joe Stephen, Weslaco, Tx			1
69	HIDALGO CO PLANNING DEPARTMENT-(w/Health Dept.)	1304 S 25th, Edinburg, Tx		1	
70	HIDALGO CO PLANNING DEPARTMENT-Substation	722 Breyfogle Ste. 105, Mission, Tx		1	1
71	HIDALGO CO PROBATE COURT	100 N. Closner 3rd Floor, Edinburg, Tx			1
72	HIDALGO CO PUBLIC DEFENDER'S OFFICE	100 E. Cano Ste. 206, Edinburg, Tx		1	
73	HIDALGO CO PURCHASING DEPARTMENT	2812 S. Busness Hwy 281, Edinburg, Tx	1	1	
74	HIDALGO CO SAFETY DIVISION	2818 S. Business Hwy 281, Edinburg, Tx	1		
75	HIDALGO CO SHERIFF'S OFFICE	711 El Cibolo, Edinburg, Tx	2	3	9
76	HIDALGO CO TAX OFFICE-(Main Office)	2804 S. Business Hwy 281, Edinburg, Tx	5		
77	HIDALGO CO TAX OFFICE-Auto License Dept. (Sub-Station)	509 E. Earling, San Juan, Tx	1		
78	HIDALGO CO TAX OFFICE-Auto License Dept. (Sub-Station)	1902 Joe Stephens, Weslaco, Tx	1		
79	HIDALGO CO TAX OFFICE-Auto License Dept. (Sub-Station)	722 Breyfogle, Ste 104, Mission, Tx	1		
80	HIDALGO CO TAX OFFICE-Auto License Dept.(Sub-Station)	300 E. Hackberry, McAllen, Tx	1		
81	HIDALGO CO TREASURER'S OFFICE	2810 S. Busniess Hwy 281, Edinburg, Tx	1		
82	HIDALGO CO VETERANS SERVICES	2816 S. Business Hwy 281, Edinburg, Tx	1		
83	HIDALGO CO WIC CLINIC	230 N. 86th St. San Carlos, Tx			1
84	HIDALGO CO WIC CLINIC	113 Dawson Dr., Edinburg, Tx			1
85	HIDALGO CO WIC CLINIC	220 Bicentennial, Suite D, Mcallen, Tx			1
86	HIDALGO CO WIC CLINIC	3513 E. Main Ave., Suite 104, Alton, Tx			1
87	HIDALGO CO WIC CLINIC	722 N. Breyfogle, Suite 2-C, Mission, Tx			1
88	HIDALGO CO WIC CLINIC	1900 N. Fir, Pharr, Tx		1	
89	HIDALGO CO WIC CLINIC	702 E. Tejano, Hidalgo Tx			1
90	HIDALGO CO WIC CLINIC	301 S. 8th, Donna, Tx			2
91	HIDALGO CO WIC CLINIC	371 E. Expressway 83, Sullivan City, Tx		1	
92	HIDALGO CO WIC CLINIC	708 E. Edinburg St., Elsa, Tx			1
93	HIDALGO CO WIC CLINIC	211 S. Schuerback Rd, Mission, Tx		1	
94	HIDALGO CO WIC CLINIC	1901 N.Bridge Ave., Weslaco, Tx		1	
95	HIDALGO CO WIC CLINIC	3105 E. Richardson, Edinburg, Tx			1
96	HIDALGO CO WIC CLINIC	540 S. Texas Ave., Mercedes, Tx			2
97	HIDALGO CO WIC CLINIC	204 W. 2nd St., La Joya, Tx			1

98	HIDALGO CO WIC CLINIC	300 E. Hackberry, McAllen, Tx	1		1
99	HIDALGO CO WIC CLINIC	313 E. Business 83, Suite 113, Alamo, Tx			1
100	HIDALGO CO WIC CLINIC	3001 N. 23rd St. Suite 8, McAllen, Tx		1	
101	HIDALGO CO WIC CLINIC	1429 S. Tower Rd., Alamo, Tx			1
102	HIDALGO CO WIC CLINIC	926 W. Sam Houston-Suite 3, Pharr, Tx			1
103	HIDALGO CO WIC CLINIC	509 E. Earling, San Juan, Tx		1	
104	HIDALGO CO WIC CLINIC	417 S. Oregon Ave., Weslaco, Tx		1	
105	HIDALGO CO WIC CLINIC	3519 W. Main Ave.- Suite B, Alton, Tx			1
106	HIDALGO CO WIC CLINIC	1505 N. Grant St.-Suite 1 & 2, Roma, Tx		1	
107	HIDALGO CO WIC CLINIC	604 N. Garza, Rio Grande City, Tx		1	
108	HIDALGO CO WIC CLINIC (Administration Office)	3105 W. University Dr., Edinburg, Tx		1	1
109	HIDALGO CO WIC CLINIC (Las Milpas)	7013 S. Cage-Suite F, Pharr, Tx			1
		TOTAL OF WATER DISPENSERS	58	48	55

TERMS & CONDITIONS:

1) **CONTRACT TERM:** The Contract term shall remain firm for an initial one (1) year with Hidalgo County's sole discretion to extend the contract for an additional two (2) one (1) year terms under the same rates, terms and conditions. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the at the end of the contract term for unforeseen delay in the award of the new bid and contingent upon cost to remain unchanged.

2) The vendor who is awarded will ensure that all water dispensers are working properly before and after delivery and will provide maintenance and/or replacement service in accordance with the contract.

3) 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 prior to cancellation.

4) Hidalgo County may seek purchases from state awarded vendors or any other cooperative purchasing programs, whenever it is in the best interest to do so.

5) After bid award and low bidder(s) default(s) in meeting the general instructions to bidders and/or comply with contractual agreement, Hidalgo County reserves the right to seek services from the next low bidder(s). In such event, County shall charge the successful bidder(s) the difference for any additional cost of such item(s).

6) SUBMITTAL OF INVOICES: Vendor (s) must submit an invoice to each County department user. The signed delivery/sales ticket provided with each delivery shall be verified with the invoice. The vendor (s) shall provide the following on each invoice:
   a) County department name and invoice & account number;
   b) Purchase Order number;
   c) Description and unit price for each item and total cost per line item and grand total of each invoice.

7) PURCHASE ORDERS: Purchase order(s) shall be generated by the Hidalgo County Purchasing Agent to the successful vendor. The purchase order number must appear on all itemized invoices and packing slips. The County will not be held responsible for any orders placed without a valid current purchase order number. Payment will be made for all orders received and accepted by the user department.

8) To expedite evaluation of the bid. It is mandatory that Hidalgo County forms be used to submit pricing information.

9) The bidder shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission.

10) Hidalgo County shall award the bid on a lump sum basis to one bidder and/or on an item by item bid basis, whichever is in the best interest of the County.

11) After bid awarded and low bidder(s) default(s) in meeting all specifications 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.

12) Delivery of **BOTTLED WATER SERVICE** will be to various Hidalgo County agencies as covered by purchase order only. Contractor is to provide water dispensing units on a rental basis as requested by the user department in any County office.

13) **INSURANCE REQUIREMENTS:** Vendor must meet Hidalgo County insurance requirements and shall submit documentation requested on Exhibit "C".

14) 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.

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.
- The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
- The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
- No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
- The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

2. **Price Reduction:** Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

3. **Timeframe for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

4. **Allowable Review Periods:** Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

5. **Dollar Limit to Price Changes:** The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

ADDITIONAL INFORMATION:
Hidalgo County is requesting that any and all questions, inquiries, and clarifications regarding this bid to be addressed to: Martha L. Salazar, CPPB, Purchasing Agent, 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, March 30 *2010, 5:00 P.M.* Responses will be sent to all applicants via facsimile or e-mail **by no later than, April 01, 2010 , *5:00 P.M.***

EXHIBIT "B"

BID PAGE
HIDALGO COUNTY
"BOTTLED WATER SERVICES"
Bid No: 2010-005-04-07-SMA

VENDOR must enter all required pricing on this form.

PART- I	
Drinking and/or Spring Water 5 - Gallon Bottles	
Drinking Water	**$**
Spring Water	**$**
16 oz. (____ bottles / per case)	**$**
20 OZ (_____bottles/per case)	**$**

PART- II **WATER DISPENSERS**		
MONTHLY DISPENSER RENTAL		
Room Temperature	**$**	**Approximate Size:** height _____ width weight _____ depth
Cold	**$**	**Approximate Size:** height _____ width weight _____ depth
Hot/Cold	**$**	**Approximate Size:** height _____ width weight _____ depth
OPTIONAL SUPPLIES		
4 oz. Conical Drinking Cups	**$**	
4.5 oz. Conical Drinking Cups	**$**	
8.5 fl. oz. Insulated Beverage Cups	**$**	
Adjustable Water Cup Dispensers	$	

(This page must be submitted with bid)

EXHIBIT "B"

BID PAGE
HIDALGO COUNTY
"BOTTLED WATER SERVICES"
Bid No: 2010-005-04-07-SMA

ACKNOWLEGEMENT FORM

COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

PHONE NUMBER: _____

FAX NUMBER: _____

CELLULAR NUMBER: _____

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

DATE: _____

(This page must be submitted with bid)

EXHIBIT "C"

Insurance Requirements
Applicable to the Acquisition of Goods and /or Services
(other than Professional Services)

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

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

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

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

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

Revised 10/01/08

ACORD CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER

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

INSURERS AFFORDING COVERAGE

INSURED

INSURER A:

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

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

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

SAMPLE

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

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED: INSURER LETTER: _____	CANCELLATION
Hidalgo County Attn: Purchasing Department 2812 S Highway Bus. 281 Edinburg, Texas 78539		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

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 — 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 05/23/2007

(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)

Form **W-9**
(Rev. November 2005)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶ ..... ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.) | Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number
___ ___ ___ – ___ ___ – ___ ___ ___ ___

or

Employer identification number
___ ___ – ___ ___ ___ ___ ___ ___ ___

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person ▶ Date ▶

Purpose of Form

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

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

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

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

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

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

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

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

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

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

• The U.S. grantor or other owner of a grantor trust and not the trust, and

• The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

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

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

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

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

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

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

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

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

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II Instructions on page 4 for details),

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

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

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

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

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

Penalties

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

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

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

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

Specific Instructions

Name

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

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

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

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

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

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

Exempt From Backup Withholding

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

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

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

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

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

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

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

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

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

Part I. Taxpayer Identification Number (TIN)

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

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

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

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

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

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

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

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

Part II. Certification

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

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

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

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

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

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

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

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

What Name and Number To Give the Requester

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

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

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

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

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

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

Privacy Act Notice

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

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

Certification
Regarding Debarment, 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 with BID TABULATION SHEET

EXHIBIT "B"

BID PAGE
HIDALGO COUNTY
"BOTTLED WATER SERVICES"
Bid No: 2010-005-04-07-SMA

VENDOR must enter all required pricing on this form.

PART-I	
Drinking and/or Spring Water 5 - Gallon Bottles	
Drinking Water	$ 3.15
Spring Water	$ 3.75
16 oz. (24 bottles / per case)	$ 6.00
20 OZ (24 bottles/per case)	$ 7.00

PART-II WATER DISPENSERS		
MONTHLY DISPENSER RENTAL		
Room Temperature	$ 2.50	**Approximate Size:** height 37 in width 12 in weight 40 lbs depth 12 in
Cold	$ 2.50	**Approximate Size:** height 37 in width 12 in weight 40 lbs depth 12 in
Hot/Cold	$ 3.50	**Approximate Size:** height 37 in width 12 in weight 40 lbs depth 12 in
OPTIONAL SUPPLIES		
4 oz. Conical Drinking Cups	$ 3.00	
4.5 oz. Conical Drinking Cups	$ not available	
8.5 fl. oz. Insulated Beverage Cups	$ 3.00	
Adjustable Water Cup Dispensers	$ no charge	

OPENED
9:55 am
APR 07 2010
Witnessed

(This page must be submitted with bid)

EXHIBIT "B"

BID PAGE
HIDALGO COUNTY
"BOTTLED WATER SERVICES"
Bid No: 2010-005-04-07-SMA

ACKNOWLEGEMENT FORM

COMPANY NAME: Valley Bottle Water LLC

ADDRESS: 109 N. Fm 509

CITY/STATE/ZIP CODE: Harlingen, Tx 78550

PHONE NUMBER: (956) 423-2107 / 1-800-964-4907

FAX NUMBER: (956) 428-1615

CELLULAR NUMBER: (956) 357-5932

AUTHORIZED SIGNATURE: Martin Hernandez

PRINTED NAME: Martin Hernandez

TITLE: General (Branch) Manager

DATE: 4/2/10

(This page must be submitted with bid)

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION SHEET

DEPARTMENT NAME: HIDALGO COUNTY

BID OPENING DATE: APRIL 07, 2010 | **BID OPENING TIME: 9:30 A.M.**

DESCRIPTION OF BID: "BOTTLED WATER SERVICES"

BID NO:2010-005-04-07-SMA | **BUYER: SANDRA MONTALVO**

PARTCIPATING VENDORS

1) VALLEY BOTTLE WATER, LLC

PART- I
Drinking and or Spring Water

Drinking Water	$ 3.15
Spring Water	$ 3.75
16 oz -- 24 bottles/case	$ 6.00
20 oz -- 24 bottles/case	$ 7.00

PART- II
Water Dispensers Monthly Rental Fees

Room Temperature	$ 2.50	Height: 37 in. Weight: 12 lbs.
Cold	$ 2.50	Height: 37 in. Weight: 12 lbs.
Hot/Cold	$ 3.50	Height:37 in. Weight: 12 lbs

OPTIONAL SUPPLIES

4 oz. Conical Dinking Cups	$ 3.00
4.5 oz. Conical Drinking Cups	$ n/a
8.5 fl. oz. Insulated Beverage Cups	$ 3.00
Adjustable Water Cup Dispenser	$ no charge

2)

PART- I
Drinking and or Spring Water

Drinking Water	$
Spring Water	$
16 oz- bottles/case	$
20 oz bottles/case	$

PART- II
Water Dispensers Monthly Rental Fees

Room Temperature	$	Height: Weight:
Cold	$	Height: Weight:
Hot/Cold	$	Height: Weight:

OPTIONAL SUPPLIES

4 oz. Conical Dinking Cups	$
4.5 oz. Conical Drinking Cups	$
8.5 fl. oz. Insulated Beverage Cups	$
Adjustable Water Cup Dispenser	$

3)

PART- I
Drinking and or Spring Water

Drinking Water	$
Spring Water	$
16 oz bottles/case	$
20 oz bottles/case	$

PART- II
Water Dispensers Monthly Rental Fees

Room Temperature	$	Height: Weight:
Cold	$	Height: Weight:
Hot/Cold	$	Height: Weight:

OPTIONAL SUPPLIES

4 oz. Conical Dinking Cups	$
4.5 oz. Conical Drinking Cups	$
8.5 fl. oz. Insulated Beverage Cups	$
Adjustable Water Cup Dispenser	$

EXHIBIT "C"

INSURANCE REQUIREMENTS

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/01/2010

PRODUCER
Joe N. Pratt Insurance
P.O. Box 3708
Victoria TX 77903
(361) 576-2186

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
VALLEY BOTTLE WATER, LLC
1401 S. Padre Island Dr.
Corpus Christi, Tx 78416

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: STATE AUTO INSURANCE (A+)	
INSURER B: TEXAS MUTUAL INSURANCE COMPANY	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR [X] Contractual Liab. GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC	PBP2518473-01	04/01/2010	04/01/2011	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A		AUTOMOBILE LIABILITY [X] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS [X] Contractual Liab. [ ] End't #CA0001	BAP2249782-01	04/01/2010	04/01/2011	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
		GARAGE LIABILITY [ ] ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
A		EXCESS/UMBRELLA LIABILITY [X] OCCUR [ ] CLAIMS MADE [ ] DEDUCTIBLE [X] RETENTION $ 10,000	PBP2518473-01	04/01/2010	04/01/2011	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000 $ $ $
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	TSF-0001142873-2010	04/01/2010	04/01/2011	[X] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 500,000 $ 500,000 $ 500,000
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
BLANKET WAIVER OF SUBROGATION, #CG2404 ATTACHED TO THE GENERAL LIABILITY POLICY AS REQUIRED BY WRITTEN CONTRACT. BLANKET ADD'L INSURED, #CG2026 ATTACHED TO THE GENERAL LIABILITY POLICY AS REQUIRED BY WRITTEN CONTRACT. BLANKET ADD'L INSURED INCL PRIMARY & NON-CONTRIBUTORY, #SL1023 ATTACHED TO THE GENERAL LIABILITY POLICY AS PER WRITTEN CONTRACT. BLANKET ADD'L INSURED-VENDORS, #CG2015 ATTACHED TO THE GENERAL LIABILITY POLICY AS REQUIRED BY WRITTEN CONTRACT. BLANKET ADD'L INSURED AND BLANKET WAIVER OF SUBROGATION ATTACHED TO THE BUSINESS AUTO AS REQUIRED BY WRITTEN CONTRACT. BLANKET WAIVER OF SUBROGATION ATTACHED TO THE WORKERS COMPENSATION POLICY AS REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER
HIDALGO COUNTY PURCHASING DEPARTMENT
2812 S. BUS. HWY 83
EDINBURG TX 78539-

AI 008790

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

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A. Hidalgo County

1. no action **Current inter-local(s) and/or contract(s) for the "Housing of Inmates"**

2. **Presentation for discussion, consideration and action**
Including, but not limited to, the following items in connection with New Adult Detention Center:
no action
a) Detention Facility Law Enforcement Center Design- Build Contract with including action regarding Landmark Application for payment, final punch list and release of retainage
b) Construction of additional pod(s)
c) Selection and engagement of an architect for the construction of additional pods

3. Presentation for discussion, consideration and action (if necessary) including, but not limited to the following:
no action
a) Renovations of administration building
b) Other ongoing county owned building construction, renovation repair projects
c) Emergency situations occurring since last agenda meeting

4. **AI-21275** Recommending award of bid and approval of contract document to sole bidder (Valley Bottle Water, LLC)meeting all specifications and/or requirements as attached hereto for: "Hidalgo County-Bottled Water Products & Services" Bid No.: 2010-005-04-07-SMA
approved

5. **AI-21274** Safety Division & Human Resources:
Presentation of bids received for the purpose of award and approval of contract document to the vendor meeting all specifications and/or requirements as attached hereto for: "Hidalgo County-Drug and Alcohol Testing for Hidalgo County Employees" Bid No.: 2010-170-05-05-SMA
approved

6. **AI-21219** a. Recommending action to reject bid received for: Hidalgo County- "Purchase, Removal & Related Services for Shredded & Recyclable Materials" 2010-128 so as restructure the specifications, terms and conditions of this pilot project;
approved

b. Authority to re-advertise and approval of modified procurement packet for Hidalgo County- "Purchase, Removal & Related Services for Shredded & Recyclable Materials" 2010-216-MEG
approved

7. **AI-21293** Ratification of publication of first advertisement (due to time constraints) with authority to continue with second advertisement and approval of procurement packet (i.e. draft qualifications, scope of services, requirements, legal notices, draft , etc.) as attached hereto for: Pathologist to Provide Turnkey Autopsy & Related Services through-RFQ No. 2010-002-06-30-otm
approved

8. **AI-21265** a. Presentation for discussion, consideration and applicable action to negotiate for the purposes of engaging the services of a consultant for provision of disaster recovery services through Hidalgo County's membership/participation-H-GAC's newly awarded RFP No:EN10-06/Contract for consulting services for Disaster Management and Disaster Recovery Services with Beck Recovery Inc., (scored highest by H-GAC Staff based on RFP criteria for evaluation among submitted responses)-Term-effective June 1, 2010 thru May 31,2013; and,
approved

b. Requesting approval for Hidalgo County to exercise its' sole discretion/option to renew/extend for an additional one (1) year under the same rates, terms and conditions of current awarded pre-positioned contract(s) for Emergency Debris Management & Related Services with:
approved
1. Primary Vendor-Phillips & Jordan, Inc.(C-09-003-07-21);
2. Secondary Vendor-DRC Environmental(C-09-003A-07-21); and,
3. Tertiary Vendor-Ceres Environmental Services,Inc.(C-09-003B-07-21)

9. **AI-21127** Acceptance and approval of request for payment for Invoice No. 0903786 submitted by
approved

AI-21275 **22.A.4.**

Award-Bottled Water Services

CC REGULAR

Date: 05/25/2010
Submitted By: Sandra Montalvo, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department **Sub-category:** Hidalgo County

Information

CAPTION

Recommending award of bid and approval of contract document to sole bidder (Valley Bottle Water, LLC)meeting all specifications and/or requirements as attached hereto for: "Hidalgo County-Bottled Water Products & Services" Bid No.: 2010-005-04-07-SMA

BACKGROUND

1. Current Contract expires June 30, 2010
2. Contract will commence on July 1, 2010

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** SEE ATTACHED
FUNDS AVAILABLE Y/N?: SEE ATTACH **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Purchases on an as needed basis.

1. All funding sources (County-wide Contract)
2. See attached expenditure Report object Codes 631 & 442 for funding sources and availability of funds.

Attachments

Link: participation log
Link: Tabulation sheet
Link: expenditure report
Link: Contract Document-C-10-005-05-25-Valley Bottle Water LLC
Link: email-legal counsels approval of contract document
Link: CONTRACT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	05/20/2010 01:44 PM	APRV
2	Budget & Management	Erika Zamora	05/20/2010 01:44 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	05/20/2010 02:02 PM	APRV
4	Auditor's Office		05/21/2010 04:49 PM	NEW

Form Started By: Sandra Montalvo Started On: 05/19/2010 08:35 AM
Final Approval Date: 05/21/2010

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/30/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. 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).

PRODUCER
Joe N. Pratt Insurance
P.O. Box 3708
Victoria TX 77903

APR 05 2011
3:52a

CONTACT NAME: Jeff Pratt
PHONE (A/C, No, Ext): (361) 576-2186 FAX (A/C, No): (361) 573-6281
E-MAIL ADDRESS: jeff@jprattins.com
PRODUCER CUSTOMER ID #: 14381

INSURED
Valley Bottle Water, LLC
1401 S. Padre Island Dr.
Corpus Christi TX 78416-

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: State Auto Mutual Insurance (A+)	25135
INSURER B: Texas Mutual Insurance Company	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	**GENERAL LIABILITY**			PBP2518473-02	04/01/2011	04/01/2012	EACH OCCURRENCE	$ 1,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$ 10,000
	X Contractual Liab						PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$ 2,000,000
	X POLICY PRO-JECT LOC							$
A	**AUTOMOBILE LIABILITY**			BAP2249782-02	04/01/2011	04/01/2012	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS						BODILY INJURY (Per accident)	$
	SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	$
	HIRED AUTOS							$
	NON-OWNED AUTOS							$
	X Contractual Liab							
A	X **UMBRELLA LIAB** X OCCUR			PBP2518473-02	04/01/2011	04/01/2012	EACH OCCURRENCE	$ 10,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 10,000,000
	DEDUCTIBLE							$
	X RETENTION $ 10,000							$
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y/N			TSF-0001142873-2011	04/01/2011	04/01/2012	X WC STATU-TORY LIMITS OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Blanket Waiver of Subrogation attached to the CGL, Auto and Workers Comp as required by written contract. Automatic Add'l Insured including primary & non-contributory end't #SL1024 and Blanket Add'l Insured-Vendors end't #CG2015 attached to the CGL as required by written contract. Blanket Add'l Insured attached to the Auto as required by written contract. 30 Day Notice of Cancellation applies per end't #CG0205 attached to the CGL, per end't #CA0244 attached to the Auto and per end't #WC420601 attached to the Workers Comp.

AI 004773

CERTIFICATE HOLDER
COUNTY OF HIDALGO
PURCHASING DEPARTMENT
2812 S. BUS. HWY 83
EDINBURG TX 78539-

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Jeff Pratt

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Hidalgo County

Expenditure Summary Report

Standard Report Format

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
1-1100-412-00-001-001-0-442	92ND DC-EQUIP & VEHICLE RENTALS	1,700.00	10.50	10.50	10.50	1,679.00	1.24
1-1100-412-00-001-001-0-631	92ND DC-BOTTLED WATER	250.00	44.40	50.10	50.10	155.50	37.80
1-1100-412-00-002-001-0-442	93RD DC-EQUIP & VEHICLE RENTALS	42.00	.00	21.00	21.00	21.00	50.00
1-1100-412-00-002-001-0-631	93RD DC-BOTTLED WATER	600.00	337.05	72.45	72.45	190.50	68.25
1-1100-412-00-003-001-0-442	139TH DC-EQUIP & VEHICLE RENTALS	500.00	2.50	12.50	12.50	485.00	3.00
1-1100-412-00-003-001-0-631	139TH DC-BOTTLED WATER	350.00	105.90	44.10	44.10	200.00	42.86
1-1100-412-00-004-001-0-442	206TH DC-EQUIP & VEHICLE RENTALS	200.00	6.00	86.00	86.00	108.00	46.00
1-1100-412-00-004-001-0-631	206TH DC-BOTTLED WATER	500.00	30.70	88.20	88.20	381.10	23.78
1-1100-412-00-005-001-0-442	275TH DC-EQUIP & VEHICLE RENTALS	40.00	3.00	7.00	7.00	30.00	25.00
1-1100-412-00-005-001-0-631	275TH DC-BOTTLED WATER	400.00	81.90	44.10	44.10	274.00	31.50
1-1100-412-00-006-001-0-442	332ND DC-EQUIP & VEHICLE RENTALS	50.00	3.50	17.50	17.50	29.00	42.00
1-1100-412-00-006-001-0-631	332ND DC-BOTTLED WATER	250.00	53.55	72.45	72.45	124.00	50.40
1-1100-412-00-007-001-0-631	370TH DC-BOTTLED WATER	500.00	171.25	78.75	78.75	250.00	50.00
1-1100-412-00-008-001-0-442	389TH DC-EQUIP & VEHICLE RENTALS	50.00	3.50	17.50	17.50	29.00	42.00
1-1100-412-00-008-001-0-631	389TH DC-BOTTLED WATER	200.00	6.30	69.30	69.30	124.40	37.80
1-1100-412-00-009-001-0-442	398TH DC-EQUIP & VEHICLE RENTALS	100.00	7.00	35.00	35.00	58.00	42.00
1-1100-412-00-009-001-0-631	398TH DC-BOTTLED WATER	350.00	67.90	107.10	107.10	175.00	50.00
1-1100-412-00-009-003-0-442	INDIGENT DEFENSE-EQUIP & VEHICLE RENTALS	3,260.00	2.50	627.50	627.50	2,630.00	19.33
1-1100-412-00-009-003-0-631	INDIGENT DEFENSE-BOTTLED WATER	300.00	63.00	31.50	31.50	205.50	31.50
1-1100-412-00-010-001-0-442	430TH DC-EQUIP & VEHICLE RENTALS	2,000.00	102.82	12.50	12.50	1,884.68	5.77
1-1100-412-00-010-001-0-631	430TH DC-BOTTLED WATER	400.00	42.50	157.50	157.50	200.00	50.00
1-1100-412-00-011-001-0-442	449TH DC-EQUIP & VEHICLE RENTALS	3,695.00	8.50	12.50	12.50	3,674.00	.57
1-1100-412-00-011-001-0-631	449TH DC-BOTTLED WATER	300.00	160.65	37.80	37.80	101.55	66.15
1-1100-412-00-021-001-0-442	CCL#1-EQUIP & VEHICLE RENTALS	86.00	15.00	21.00	21.00	50.00	41.86
1-1100-412-00-021-001-0-631	CCL#1-BOTTLED WATER	150.00	105.90	44.10	44.10	.00	100.00
1-1100-412-00-022-001-0-442	CCL#2-EQUIP & VEHICLE RENTALS	1,000.00	.00	.00	.00	1,000.00	.00
1-1100-412-00-022-001-0-631	CCL#2-BOTTLED WATER	600.00	203.80	.00	.00	396.20	33.97
1-1100-412-00-023-001-0-442	PROBATE CRT-EQUIP & VEHICLE RENTAL	100.00	2.50	12.50	12.50	85.00	15.00
1-1100-412-00-023-001-0-631	PROBATE CRT-BOTTLED WATER	100.00	9.45	18.90	18.90	71.65	28.35
1-1100-412-00-024-001-0-442	CCL#4-EQUIP & VEHICLE RENTALS	70.00	2.50	12.50	12.50	55.00	21.43
1-1100-412-00-024-001-0-631	CCL#4-BOTTLED WATER	30.00	12.60	15.75	15.75	1.65	94.50
1-1100-412-00-025-001-0-442	CCL#5-EQUIP & VEHICLE RENTALS	1,550.00	3.50	12.50	12.50	1,534.00	1.03
1-1100-412-00-025-001-0-631	CCL#5-BOTTLED WATER	235.00	209.80	25.20	25.20	.00	100.00
1-1100-412-00-026-001-0-442	CCL#6-EQUIP & VEHICLE RENTALS	.00	.00	.00	.00	.00	.00
1-1100-412-00-026-001-0-631	CCL#6-BOTTLED WATER	250.00	183.85	66.15	66.15	.00	100.00

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
1-1100-412-00-031-001-0-631	MASTER CRT-BOTTLED WATER	296.50	.00	.00	.00	296.50	.00
1-1100-412-00-032-001-0-442	MASTER CRT II-EQUIP & VEHICLE RENTALS	100.00	4.00	21.00	21.00	75.00	25.00
1-1100-412-00-032-001-0-631	MASTER CRT II-BOTTLED WATER	130.00	3.15	15.75	15.75	111.10	14.54
1-1100-412-00-045-001-0-442	AUXILIARY CRT-EQUIP & VEHICLE RENTAL	4,950.00	1,082.38	810.24	810.24	3,057.38	38.23
1-1100-412-00-045-001-0-631	AUXILIARY CRT-BOTTLED WATER	500.00	69.30	56.70	56.70	374.00	25.20
1-1100-412-00-061-001-0-631	JP PCT 1/PL 1-BOTTLED WATER	200.00	22.05	15.75	15.75	162.20	18.90
1-1100-412-00-062-001-0-442	JP PCT 1/PL 2-EQUIP & VEHICLE RENTALS	2,500.00	387.42	1,319.18	1,319.18	793.40	68.26
1-1100-412-00-063-001-0-442	JP PCT 2/PL 1-EQUIP & VEHICLE RENTALS	500.00	4.00	17.50	17.50	478.50	4.30
1-1100-412-00-063-001-0-631	JP PCT 2/PL 1-BOTTLED WATER	300.00	132.30	72.45	72.45	95.25	68.25
1-1100-412-00-064-001-0-442	JP PCT 2/PL 2-EQUIP & VEHICLE RENTALS	756.09	304.86	451.23	451.23	.00	100.00
1-1100-412-00-064-001-0-631	JP PCT 2/PL 2-BOTTLED WATER	200.00	81.90	44.10	44.10	74.00	63.00
1-1100-412-00-065-001-0-442	JP PCT 3/PL 1-EQUIP & VEHICLE RENTALS	5,000.00	3,036.47	1,912.87	1,912.87	50.66	98.99
1-1100-412-00-065-001-0-631	JP PCT 3/PL 1-BOTTLED WATER	150.00	20.15	59.85	59.85	70.00	53.33
1-1100-412-00-066-001-0-442	JP PCT 3/PL 2-EQUIP & VEHICLE RENTALS	350.00	21.50	13.50	13.50	315.00	10.00
1-1100-412-00-066-001-0-631	JP PCT 3/PL 2-BOTTLED WATER	250.00	2.25	47.25	47.25	200.50	19.80
1-1100-412-00-067-001-0-442	JP PCT 4/PL 1-EQUIP & VEHICLE RENTALS	40.00	3.50	17.50	17.50	19.00	52.50
1-1100-412-00-067-001-0-631	JP PCT 4/PL 1-BOTTLED WATER	100.00	97.65	.00	.00	2.35	97.65
1-1100-412-00-068-001-0-442	JP PCT 4/PL 2-EQUIP & VEHICLE RENTALS	2,389.90	2,389.90	.00	.00	.00	100.00
1-1100-412-00-068-001-0-631	JP PCT 4/PL 2-BOTTLED WATER	200.00	53.55	144.90	144.90	1.55	99.23
1-1100-412-00-069-001-0-442	JP PCT 5/PL 1-EQUIP & VEHICLE RENTAL	95.00	12.50	17.50	17.50	65.00	31.58
1-1100-412-00-069-001-0-631	JP PCT 5/PL 1-BOTTLED WATER	300.00	56.70	43.30	43.30	200.00	33.33
1-1100-412-00-080-002-0-442	CRIM DA-EQUIP & VEHICLE RENTALS	8,000.00	6.00	1,912.59	1,912.59	6,081.41	23.98
1-1100-412-00-080-002-0-631	CRIM DA-BOTTLED WATER	1,500.00	111.25	588.75	588.75	800.00	46.67
1-1100-412-00-090-001-0-442	DIST CLERK-EQUIP & VEHICLE RENTALS	12,433.20	6,784.90	5,190.30	5,190.30	458.00	96.32
1-1100-412-00-090-001-0-631	DIST CLERK-BOTTLED WATER	1,000.00	583.90	416.10	416.10	.00	100.00
1-1100-412-20-080-001-0-631	GRAND JURY-BOTTLED WATER	175.00	37.00	63.00	63.00	75.00	57.14
1-1100-412-30-085-003-0-442	PUBLIC DEFENDER-EQUIP & VEHICLE RENTALS	42.00	8.50	12.50	12.50	21.00	50.00
1-1100-412-30-085-003-0-631	PUBLIC DEFENDER-BOTTLED WATER	300.00	52.55	72.45	72.45	175.00	41.67
1-1100-413-00-110-006-0-442	CO JUDGE-EQUIP & VEHICLE RENTALS	4,349.00	1,644.19	2,539.87	2,539.87	164.94	96.21
1-1100-413-00-110-006-0-631	CO JUDGE-BOTTLED WATER	600.00	99.75	350.25	350.25	150.00	75.00
1-1100-414-00-130-001-0-442	ELECTIONS DEPT-EQUIP & VEHICLE RENTALS	23,000.00	5,282.42	463.05	463.05	17,254.53	24.98
1-1100-414-00-130-001-0-631	ELECTIONS DEPT-BOTTLED WATER	600.00	101.55	247.38	247.38	251.07	58.16
1-1100-415-00-200-001-0-442	INFO TECH DEPT-EQUIP & VEHICLE RENTALS	114.00	66.50	47.50	47.50	.00	100.00
1-1100-415-00-200-001-0-631	INFO TECH DEPT-BOTTLED WATER	386.00	66.15	217.35	217.35	102.50	73.45

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
1-1100-415-00-200-002-0-442	IT COUNTYWIDE-EQUIP & VEHICLE RENTALS	10,000.00	3,740.54	5,252.52	5,252.52	1,006.94	89.93
1-1100-415-14-115-001-0-442	DBM-BUDGET DIV-EQUIP & VEHICLE RENTALS	4,000.00	6.00	36.00	36.00	3,958.00	1.05
1-1100-415-14-115-001-0-631	DBM-BUDGET DIV-BOTTLED WATER	800.00	69.30	245.70	245.70	485.00	39.38
1-1100-415-15-140-001-0-442	TAX OFF-EQUIP & VEHICLE RENTALS	21,480.00	2,717.88	2,395.08	2,395.08	16,367.04	23.80
1-1100-415-15-140-001-0-631	TAX OFF-BOTTLED WATER	4,000.00	681.00	1,051.50	1,051.50	2,267.50	43.31
1-1100-415-16-150-001-0-442	CO TREASURER-EQUIP & VEHICLE RENTALS	45.00	3.50	17.50	17.50	24.00	46.67
1-1100-415-16-150-001-0-631	CO TREASURER-BOTTLED WATER	150.00	44.10	69.30	69.30	36.60	75.60
1-1100-415-18-160-001-0-442	PURCHASING-EQUIP & VEHICLE RENTALS	4,500.31	2,852.81	967.03	967.03	680.47	84.88
1-1100-415-18-160-001-0-631	PURCHASING-BOTTLED WATER	500.00	150.35	349.65	349.65	.00	100.00
1-1100-415-21-170-001-0-442	CO AUDITOR-EQUIP & VEHICLE RENTALS	21.00	.00	21.00	21.00	.00	100.00
1-1100-415-21-170-001-0-631	CO AUDITOR-BOTTLED WATER	1,000.00	40.95	393.75	393.75	565.30	43.47
1-1100-415-40-180-001-0-442	CO CLERK-EQUIP & VEHICLE RENTALS	4,500.00	41.50	42.50	42.50	4,416.00	1.87
1-1100-415-40-180-001-0-631	CO CLERK-BOTTLED WATER	1,250.00	83.60	491.40	491.40	675.00	46.00
1-1100-415-50-190-001-0-442	CIVIL SERVICE-EQUIP & VEHICLE RENTALS	.00	.00	.00	.00	.00	.00
1-1100-415-50-190-001-0-631	CIVIL SERVICE-BOTTLED WATER	200.00	.00	120.00	120.00	80.00	60.00
1-1100-415-50-190-002-0-442	HUMAN RESOURCES-EQUIP & VEHICLE RENTALS	200.00	7.00	35.00	35.00	158.00	21.00
1-1100-415-50-190-002-0-631	HUMAN RESOURCES-BOTTLED WATER	500.00	113.40	22.05	22.05	364.55	27.09
1-1100-419-10-210-001-0-442	PLANNING DEPT-EQUIP & VEHICLE RENTALS	3,972.00	672.00	3,300.00	3,300.00	.00	100.00
1-1100-419-10-210-001-0-631	PLANNING DEPT-BOTTLED WATER	233.10	75.60	157.50	157.50	.00	100.00
1-1100-419-40-220-001-0-442	FACILITIES MGMT-EQUIP & VEHICLE RENTALS	19,351.37	2,050.03	4,607.25	4,607.25	12,694.09	34.40
1-1100-419-40-220-001-0-631	FACILITIES MGMT-BOTTLED WATER	2,000.00	995.85	670.25	670.25	333.90	83.31
1-1100-419-50-125-003-0-442	SAFETY-EQUIP & VEHICLE RENTALS	3,254.88	1,247.30	1,261.30	1,261.30	746.28	77.07
1-1100-419-50-125-003-0-631	SAFETY-BOTTLED WATER	360.00	72.45	85.05	85.05	202.50	43.75
1-1100-421-00-280-001-0-442	SHERIFF-EQUIP & VEHICLE RENTALS	12,875.00	47.50	6,361.57	6,361.57	6,465.93	49.78
1-1100-421-00-280-001-0-631	SHERIFF-BOTTLED WATER	4,000.00	143.75	1,856.25	1,856.25	2,000.00	50.00
1-1100-421-00-291-001-0-442	CONSTABLE PCT.1-EQUIP & VEHICLE RENTALS	100.00	14.00	.00	.00	86.00	14.00
1-1100-421-00-291-001-0-631	CONSTABLE PCT.1-BOTTLED WATER	250.00	143.70	81.90	81.90	24.40	90.24
1-1100-421-00-292-001-0-442	CONSTABLE PCT.2-EQUIP & VEHICLE RENTAL	60.00	50.00	10.00	10.00	.00	100.00
1-1100-421-00-292-001-0-631	CONSTABLE PCT.2-BOTTLED WATER	300.00	249.60	50.40	50.40	.00	100.00
1-1100-421-00-293-001-0-442	CONSTABLE PCT.3-EQUIP & VEHICLE RENTALS	1,000.00	.00	715.20	715.20	284.80	71.52
1-1100-421-00-293-001-0-631	CONSTABLE PCT.3-BOTTLED WATER	500.00	115.35	34.65	34.65	350.00	30.00
1-1100-421-00-294-001-0-442	CONSTABLE PCT.4-EQUIP & VEHICLE RENTALS	2,600.00	7.50	12.50	12.50	2,580.00	.77
1-1100-421-00-294-001-0-631	CONSTABLE PCT.4-BOTTLED WATER	300.00	8.85	66.15	66.15	225.00	25.00
1-1100-421-00-295-001-0-442	CONSTABLE PCT.5-EQUIP & VEHICLE RENTALS	2,100.00	1,130.50	810.50	810.50	159.00	92.43

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
1-1100-421-00-295-001-0-631	CONSTABLE PCT.5-BOTTLED WATER	300.00	62.40	12.60	12.60	225.00	25.00
1-1100-422-10-300-001-0-442	FIRE MARSHAL-EQUIP & VEHICLE RENTAL	9,000.00	3.50	7,217.50	7,217.50	1,779.00	80.23
1-1100-422-10-300-001-0-631	FIRE MARSHAL-BOTTLED WATER	250.00	162.00	78.75	78.75	9.25	96.30
1-1100-423-21-280-002-0-442	JAIL-EQUIP & VEHICLE RENTALS	8,400.00	626.72	5,146.45	5,146.45	2,626.83	68.73
1-1100-423-21-280-002-0-631	JAIL-BOTTLED WATER	8,500.00	692.50	3,307.50	3,307.50	4,500.00	47.06
1-1100-423-32-330-001-0-442	JUV DET HM-EQUIP & VEHICLE RENTALS	2,300.00	191.00	1,895.00	1,895.00	214.00	90.70
1-1100-423-32-330-001-0-631	JUV DET HM-BOTTLED WATER	2,000.00	705.90	1,184.10	1,184.10	110.00	94.50
1-1100-423-60-330-002-0-442	JUV PROB-EQUIP & VEHICLE RENTALS	400.00	.00	.00	.00	400.00	.00
1-1100-429-00-110-075-0-442	EMERGENCY MGMT-EQUIP & VEHICLE RENTALS	1,593.22	601.42	204.64	204.64	787.16	50.59
1-1100-429-00-110-075-0-631	EMERGENCY MGMT-BOTTLED WATER	287.40	135.45	9.45	9.45	142.50	50.42
1-1100-429-00-300-023-0-442	EMERG SRVS-EM-EQUIP & VEHICLE RENTALS	406.78	.00	406.78	406.78	.00	100.00
1-1100-429-00-300-023-0-631	EMERG SRVS-EM-BOTTLED WATER	12.60	.00	12.60	12.60	.00	100.00
1-1100-432-00-121-001-0-442	PCT1 SANITATION-EQUIP & VEHICLE RENTALS	2,000.00	13.50	902.70	902.70	1,083.80	45.81
1-1100-432-00-121-001-0-631	PCT1 SANITATION-BOTTLED WATER	6,500.00	2,335.35	702.00	702.00	3,462.65	46.73
1-1100-432-00-122-001-0-442	PCT2 SANITATION-EQUIP & VEH RENTALS	500.00	.00	.00	.00	500.00	.00
1-1100-432-00-123-001-0-442	PCT3 SANITATION-EQUIP & VEHICLE RENTALS	3,575.00	227.50	412.68	412.68	2,934.82	17.91
1-1100-432-00-123-001-0-631	PCT3 SANITATION-BOTTLED WATER	1,200.00	152.35	418.95	418.95	628.70	47.61
1-1100-432-00-124-001-0-442	PCT4 SANITATION-EQUIP & VEHICLE RENTALS	1,000.00	516.00	396.50	396.50	87.50	91.25
1-1100-432-00-124-001-0-631	PCT4 SANITATION-BOTTLED WATER	300.00	52.65	97.35	97.35	150.00	50.00
1-1100-441-00-340-001-0-442	HEALTH ADM-EQUIP & VEHICLE RENTALS	10,000.00	235.18	3,248.52	3,248.52	6,516.30	34.84
1-1100-441-00-340-003-0-442	HEALTH CLINICS-EQUIP & VEHICLE RENTALS	5,000.00	82.50	4,880.50	4,880.50	37.00	99.26
1-1100-441-00-340-003-0-631	HEALTH CLINICS-BOTTLED WATER	3,500.00	907.20	1,195.65	1,195.65	1,397.15	60.08
1-1100-444-00-240-001-0-442	HUMAN SERVICES-EQUIP & VEHICLE RENTALS	42.00	3.50	17.50	17.50	21.00	50.00
1-1100-444-00-240-001-0-631	HUMAN SERVICES-BOTTLED WATER	200.00	63.00	94.50	94.50	42.50	78.75
1-1100-444-00-370-001-0-442	VETERAN'S SRV-EQUIP & VEHICLE RENTALS	1,172.80	3.50	857.50	857.50	311.80	73.41
1-1100-444-00-370-001-0-631	VETERAN'S SRV-BOTTLED WATER	100.00	69.30	25.20	25.20	5.50	94.50
1-1100-451-10-125-020-0-442	HISTORICAL COMM-EQUIP & VEHICLES RENTAL	.00	.00	.00	.00	.00	.00
1-1100-452-00-121-013-0-442	PCT1 PARKS-EQUIP & VEHICLE RENTALS	6,000.00	1,141.29	1,162.71	1,162.71	3,696.00	38.40
1-1100-452-00-121-013-0-631	PCT1 PARKS-BOTTLED WATER	1,750.00	208.95	171.65	171.65	1,369.40	21.75
1-1100-452-00-122-008-0-442	PCT2 PARKS-EQUIP & VEHICLE RENTALS	300.00	.00	.00	.00	300.00	.00
1-1100-452-00-123-008-0-442	PCT3 PARKS-EQUIP & VEHICLE RENTALS	4,000.00	803.96	571.04	571.04	2,625.00	34.38
1-1100-452-00-123-008-0-631	PCT3 PARKS-BOTTLED WATER	500.00	111.00	189.00	189.00	200.00	60.00
1-1100-461-00-380-001-0-442	TX AGRILIFE EXT-EQUIP & VEHICLE RENTALS	8,000.00	1,775.90	1,277.50	1,277.50	4,946.60	38.17

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
1-1100-461-00-380-001-0-631	TX AGRILIFE EXT-BOTTLED WATER	250.00	129.15	59.85	59.85	61.00	75.60
1-1100-466-00-122-018-0-442	PCT2 CRC-EQUIP & VEHICLE RENTALS	2,500.00	923.61	904.76	904.76	671.63	73.13
1-1100-466-00-122-018-0-631	PCT2 CRC-BOTTLED WATER	300.00	218.50	31.50	31.50	50.00	83.33
1-1100-466-00-122-082-0-442	PCT2 CRC (S.TOWER)-EQUIP & VEH RENTALS	30.00	2.50	12.50	12.50	15.00	50.00
1-1100-466-00-122-082-0-631	PCT2 CRC (S.TOWER)-BOTTLED WATER	250.00	168.10	81.90	81.90	.00	100.00
1-1200-431-00-121-004-0-442	PCT1 ADM-EQUIP & VEHICLE RENTALS	2,524.50	18.00	65.00	65.00	2,441.50	3.29
1-1200-431-00-121-004-0-631	PCT1 ADM-BOTTLED WATER	2,765.80	508.65	274.05	274.05	1,983.10	28.30
1-1200-431-00-121-005-0-442	PCT1 RD MAINT-EQUIP & VEHICLE RENTALS	14,857.85	812.39	484.11	484.11	13,561.35	8.73
1-1200-431-00-121-005-0-631	PCT1 RD MAINT-BOTTLED WATER	1,500.00	53.90	296.10	296.10	1,150.00	23.33
1-1200-431-00-122-004-0-442	CW MECH SHOP-EQUIP & VEHICLE RENTALS	944.04	277.37	51.65	51.65	615.02	34.85
1-1200-431-00-122-005-0-442	PCT2 ADM-EQUIP & VEHICLE RENTALS	4,100.00	1,675.72	1,209.28	1,209.28	1,215.00	70.37
1-1200-431-00-122-005-0-631	PCT2 ADM-BOTTLED WATER	600.00	271.65	202.35	202.35	126.00	79.00
1-1200-431-00-122-006-0-442	PCT2 RD MAINT-EQUIP & VEHICLE RENTALS	4,139.15	363.88	257.17	257.17	3,518.10	15.00
1-1200-431-00-123-004-0-442	PCT3 ADM-EQUIP & VEHICLE RENTALS	150.00	.00	.00	.00	150.00	.00
1-1200-431-00-123-005-0-442	PCT3 RD MAINT-EQUIP & VEHICLE RENTALS	1,500.00	99.18	978.69	978.69	422.13	71.86
1-1200-431-00-124-005-0-442	PCT4 ADM-EQUIP & VEHICLE RENTALS	445.00	7.50	437.50	437.50	.00	100.00
1-1200-431-00-124-005-0-631	PCT4 ADM-BOTTLED WATER	607.85	142.55	157.45	157.45	307.85	49.35
1-1200-431-00-124-007-0-442	PCT4 RD MAINT-EQUIP & VEHICLE RENTALS	9,600.00	1,490.34	5,469.86	5,469.86	2,639.80	72.50
1-1200-431-00-124-007-0-631	PCT4 RD MAINT-BOTTLED WATER	643.50	4.55	195.45	195.45	443.50	31.08
1-1200-431-00-125-030-0-442	CW ADM-EQUIP & VEHICLE RENTALS	1,039.59	.00	.00	.00	1,039.59	.00
1-1200-431-00-260-001-0-442	R-O-W DEPT-EQUIP & VEHICLE RENTAL	1,000.50	15.55	26.95	26.95	958.00	4.25
1-1200-431-00-260-001-0-631	R-O-W DEPT-BOTTLED WATER	767.70	666.90	100.80	100.80	.00	100.00
1-1237-415-40-180-003-0-442	CC REC MGMT-EQUIP & VEHICLE RENTALS	1,750.00	.00	.00	.00	1,750.00	.00
1-1246-415-15-140-003-0-442	TAX OFF-EQUIP & VEHICLE RENTALS	2,150.00	.00	.00	.00	2,150.00	.00
1-1247-412-50-100-001-0-442	LAW LIBRARY-EQUIP & VEHICLE RENTALS	3,000.50	15.50	15.00	15.00	2,970.00	1.02
1-1247-412-50-100-001-0-631	LAW LIBRARY-BOTTLED WATER	106.30	24.35	9.45	9.45	72.50	31.80
1-1254-412-00-270-014-0-442	HIDTA US JUSTICE-EQUIP & VEHICLE RENTALS	5,505.00	10.00	110.00	110.00	5,385.00	2.18
1-1254-412-00-270-014-0-631	HIDTA US JUSTICE-BOTTLED WATER	592.70	75.45	126.00	126.00	391.25	33.99
1-1284-421-00-280-037-1-442	OCDE-EQUIP & VEHICLE RENTALS	6,950.00	3,000.00	3,750.00	3,750.00	200.00	97.12
1-1291-412-00-270-003-0-442	HIDTA TASK FORCE-EQUIP & VEHICLE RENTALS	19,375.59	6,000.00	11,250.00	11,250.00	2,125.59	89.03
1-1291-412-00-270-003-1-442	HIDTA TASK FORCE-EQUIP & VEHICLE RENTALS	7,560.00	.00	.00	.00	7,560.00	.00
1-1292-441-00-350-001-1-442	WIC ADM-EQUIP & VEHICLE RENTALS	19,682.00	3,368.00	365.00	365.00	15,949.00	18.97

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
1-1292-441-00-350-001-1-631	WIC ADM-BOTTLED WATER	13,635.91	1,759.56	1,876.35	1,876.35	10,000.00	26.66
1-1293-441-00-340-042-1-442	PPCPS/PHER-EQUIP & VEHICLE RENTALS	10,000.00	.00	.00	.00	10,000.00	.00
1-1295-423-00-330-028-0-442	WESL B/C-EQUIP & VEHICLE RENTALS	500.00	.00	.00	.00	500.00	.00
1-1295-423-00-330-028-0-631	WESL B/C-BOTTLED WATER	100.00	1.28	48.72	48.72	50.00	50.00
1-1297-423-00-320-002-1-442	BASIC SUPERVISION-EQUIP &VEHICLE RENTALS	300.00	.00	180.00	180.00	120.00	60.00
1-1297-423-00-320-002-1-631	BASIC SUPERVISION-BOTTLED WATER	200.00	.00	.00	.00	200.00	.00
1-1297-423-00-320-020-1-442	SATF-EQUIP & VEHICLE RENTALS	200.00	.00	180.00	180.00	20.00	90.00
1-1297-423-00-320-020-1-631	SATF-BOTTLED WATER	311.00	.00	78.75	78.75	232.25	25.32
1-2201-415-00-115-009-0-442	DBM-HEALTH INS ADM-EQUIP & VEH RENTALS	3,100.40	234.74	134.34	134.34	2,731.32	11.90
1-2202-419-50-115-065-0-442	DBM-W/C DIV-EQUIP & VEHICLE RENTALS	6,158.62	1,368.83	1,253.27	1,253.27	3,536.52	42.58
1-2202-419-50-115-065-0-631	DBM-W/C DIV-BOTTLED WATER	491.55	245.10	72.45	72.45	174.00	64.60

AI-27061 **7.M.**

Updated Exhibit A & Lease Agreements
CC CONSENT

Date:	06/21/2011
Submitted By:	Matilde Faz, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department

Information

CAPTION

1. Cooperative Agreements:
Approval to utilize the following cooperative purchasing vendors (as listed in detailed revised Exhibit(s) attached) for purchases on an "AS NEEDED BASIS" through our membership/participation with Texas Procurement and Support Services (TPASS), (DIR) Department of Information Resources, (TCPN) The Cooperative Purchasing Network, (HGAC), US Communities, (GSA) General Service Administration, (TASB-Buy Board) Texas Association of School Board, (TIPS) The Interlocal Purchasing System, (HCDE) Harris County Department of Education/Choice Facility Partners, (NJPA) National Joint Powers Alliance awarded pricing including, but not limited to, Precincts, Department, Programs, Agencies, etc. with term of authority to purchase from contract detailed herein commencing upon approval and expiring December 31, 2011.;

2. JP Precinct 1 Place 1:
Requesting authority to correct current capital lease agreement from a 40-month copier (capital) lease for a W5638 copier serial number wrr560430 through our membership/participation with (TPSS) Texas Procurement & Support Services awarded vendor, Xerox Corporation contract 985-L2 from the amount of $150.77/month, to $147.38/month as of payment 13 (approved CC 05/31/11 - AI#26805-E);

3. JP Precinct 4 Place 1-Front Office:
Requesting authority to enter into a 36-month new copier (capital) lease for a WC5745P printer through our membership/participation with (TPSS) Texas Procurement & Support Services awarded vendor, Xerox Corporation contract 985-L2 through requisition #197063 in the amount of $178.63/month, effective upon approval (1-1242-412-00-060-001-0-780);

4. JP Precinct 4 Place 1-Courtroom:
Requesting authority to enter into a 36-month new copier (capital) lease for a WC5225 printer through our membership/participation with (TPSS) Texas Procurement & Support Services awarded vendor, Xerox Corporation contract 985-L2 through requisition #197067 in the amount of $105.92/month, effective upon approval (1-1242-412-00-060-001-0-780);

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-412-00-061-001-0-780

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

BUDGETARY IMPACT:

JP PCT 1/PL 1-CAPITAL LEASES
$1,206.16 available funds in p.o.#658467. P.O. Amount will be decreased pending approval of correction.

FISCAL YEAR: 2011 ACCT. #: 1-1242-412-00-060-001-0-780

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

BUDGETARY IMPACT:

JUSTICE CRT TECH-CAPITAL LEASES
$1,071.78 available funds as of 06/16/2011.

FISCAL YEAR: 2011 ACCT. #: 1-1242-412-00-060-001-0-780

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

BUDGETARY IMPACT:

JUSTICE CRT TECH-CAPITAL LEASES
$635.52 available funds in req# 197067 as of 06/16/11.

Attachments

Link: Revised Exhibit A

Link: Buyboard C&S Safety Supply

Link: TXMAS Gateway Printing & Office Supply, Inc.

Link: GSA Advanced Training Systems, Inc.

Link: Xerox JP 1 Pl 1

Link: Xerox JP 4 Pl 1 Front Office

Link: Xerox JP 4 Pl 1 Courtroom

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	06/16/2011 11:16 AM	APRV
2	Budget & Management	Erika Zamora	06/16/2011 11:39 AM	APRV
3	Rosalinda Cantu	Rosie Cantu	06/16/2011 03:11 PM	APRV
4	Auditor's Office	Arcilia Duran	06/16/2011 03:17 PM	APRV
7	Arcy Duran	Arcilia Duran	06/16/2011 04:23 PM	APRV

Form Started By: Matilde Faz Started On: 06/13/2011 09:03 AM

Final Approval Date: 06/16/2011

Hidalgo County Commissioners Court has granted approval to utilize the listed awarded cooperative vendors thru December 31, 2011 however the contract terms for each vendor are listed to the last column. Prior to utilizing approved vendors make sure contracts are effective. Thank you!

Purchasing Department

"EXHIBIT A"

TASB Buy Board;

CC Approval Date	Vendor	Contract Description	Contract	Contract Term
	Austin Ribbon & Computer	Copiers & Supplies	299-08	9/1/2008 - 8/31/2011
	American Tire Distributor Formerly known as Gray's Wholesale Tire	Tires, Tubes & Automotive Parts, Supplies & Equipment	307-08	12/01/2008 - 11/30/2011
	Amerx Office Solutions	Copiers & Supplies	299-08	9/1/2008 - 8/31/2011
	Audio Visual Aids	Audio Visual Equipment & Supplies	313-09	5/01/2009 - 4/30/2012
	B&H Photo-Video Pro Audio Inc.	Stage Curtains , Lighting & Stage / Stadium Sound Systems	331-09	11/01/2009 - 10/31/2012
	BSN Sports	Athletic & PE Supplies & Heavy Duty Exercise Equipment	336-10	4/1/2010 - 3/31/2013
11/9/2010	Barcelona Sporting Goods	Athletic, PE, Gym & Exercise Equipment and Supplies	336-10	4/1/2010 - 3/31/2013
10/12/2010	Border States Electric	Building Maintenance, Repair & Operation Supplies & Equipment	339-10	6/1/2010 – 5/31/2013
	Burton Auto Supply	Tires, Tubes & Auto Products	307-08	12/01/2008 - 11/30/2011
6/21/2011	***C&S Safety Supply***	**First Aid Supplies & Equipment**	**374-11**	**6/1/2011-5/31/2014**
	CC Distributors, Inc.	Custodial Supplies & Equipment	291-08	6/1/2008 - 5/31/2011
	Camcor, Inc.	Audio Visual Equipment & Supplies	313-09	5/01/2009 - 4/30/2012
	Carrier Corporation	HVAC Equipment & Supplies & Insulation Trades Services & Labor for Electrical, Plumbing & HVAC	305-08 296-08	10/1/2008 - 9/30/2011 6/1/2008 - 5/31/2011
4/19/2011	Certified Laboratories Div. of NCH Corp	Motor Fuels, Lubricants & Oils	314-09	06/01/2009 – 05/31/2012
12/13/2010	Chemsearch, A Div Of NCH	Custodial Supplies & Equipment	291-08	6/1/2008 - 7/31/2011
12/13/2010	Chemsearch, A Div Of NCH	Motor Fuels, Lubricants & Oils	314-09	6/1/2009 – 5/31/2012
	Diaz Floors & Interiors	Indoor & Outdoor Flooring Products & Sports Surfaces	310-08	3/01/2009 - 2/28/2012
5/17/2011	Dream Ranch Office Supplies(CartridgeWorld)	Office Paper & Toner Products	369-11	5/1/2011 – 4/30/2014
2/8/2011	Flaghouse, Inc.	Athletic, PE, Gym & Exercise Equipment and Supplies	336-10	4/1/2010-3/31/2013
4/5/2011	GT Distributors, Inc.	Public Safety & Fire House Supplies & Equipment	363-10	4/1/2011-3/31/2014
12/13/2010	Galls Inc.	Uniforms-Band, Dance, Performance, Work/Uniform & Floor Mat Rental	340-10	6/1/2010-5/31/2013
	Gaylord Bros. Inc.	Instructional Supplies & Equipment	328-09	11/01/2009 - 10/31/2012
12/07/2010	Glidden Professional Paint (formerly ICI Paints)	Building Maintenance, Repair & Operation Supplies & Equipment	339-10	6/1/2010 – 5/31/2013
	Godwin Pumps Of America, Inc.	Water & Waste Water Pumps & Motor	344-10	7/01/2010 - 6/30/2013
	Gulf Coast Paper	Custodial Supplies & Equipment	291-08	6/1/2008 - 7/31/2011

	Health Edco Inc.	Instructional Supplies & Equipment	328-09	11/01/2009 - 10/31/2012
	Henry Schein, Inc.	First Aid Supplies & Equipment	294-08	6/1/2008 - 5/31/2011
6/14/2011	Hubert Company	Food Service Equipment & Supplies	355-10	11/1/2010-10/31/2013
	Ikon Office Solutions	Copiers & Supplies	299-08	9/1/2008 - 8/31/2011
	Insco Distributing	HVAC Equipment & Supplies & Insulation of HVAC Equipment	305-08	10/1/2008 - 9/30/2011
	J & B Industries, Inc.	Motor Fuels, Lubricants & Oil	314-09	5/01/2009 - 4/30/2012
	Jean's Restaurant Supply	Food Services Equipment & Services	355-10	11/1/2010 - 10/31/2013
	John Deere Landscapes	Grounds Maintenance Equip. & Irrigation Products & Installation	292-08	6/1/2008 - 5/31/2011
	Johnson Supply	HVAC Equipment & Supplies & Insulation of HVAC Equipment	305-08	10/1/2008 - 9/30/2011
	Johnstone Supply-Houston	HVAC Equipment & Supplies & Insulation of HVAC Equipment	305-08	10/1/2008 - 9/30/2011
	Mansion Grove House, LLC	Athletic, PE & Gym Supplies & Eq. & Exercise	336-10	4/1/2010-3/31/2013
	Moore Medical LLC	First Aid Supplies & Equipment	294-08	6/1/2008 - 5/31/2011
9/14/2010	Moridge Manufacturing, Inc.d/b/a Grasshopper	Grounds Maintenance Equipment/Irrigation Products & Installation	292-08	6/1/2008-5/31/2011
	Myer's Tire Supply	Tires, Tubes & Auto Parts, Supplies & Equipment	307-08	12/01/2008 - 11/30/2011
	O'Reilly Auto Parts	Tires, Tubes & Auto Products	307-08	12/01/2008 - 11/30/2011
11/2/2010	Park Place Recreation Design, Inc.	Parks, Recreation & Field Lighting Products & Installation	346-10	10/1/2010 - 9/30/2013
5/10/2011	Philpott Motors	Vehicles & Heavy Duty Trucks & Options	358-10	12/1/2010-11/30/2013
1/25/2011	Pitney Bowes	Office Supplies & Equipment	328-09	11/1/2009-10/31/2012
11/2/2010	Ricoh Americas (IKON-Ricoh Bus. Sol.) (Copiers)	Copiers & Supplies	299-08	9/1/2008 - 8/31/2011
12/21/2010	S & S Worldwide	Instructional Supplies & Equipment	328-09	11/1/2009-10/31/2012
	SGS Industrial DBA Sea Garden	Public Safety & Fire House Supplies & Equipment	339-10	6/01/2010-5/31/2013
	Safeguard Universal	Awards, Trophies & Personal Recognition	343-10	7/1/2010-6/30/2013
12/13/2010	Sexauer	Building Maintenance, Repair & Operation Supplies & Equipment	339-10	6/1/2010-5/31/2013
	SHI Government Solutions	Technology, Eq., Software, Supplies & Telecomm	331-09	11/01/2009 - 10/31/2012
	Southern Tire Mart	Tires, Tubes & Auto Products	307-08	12/01/2008 - 11/30/2011
11/16/2010	School Health Corporation	First Aid Supplies and Equipment	294-08	6/1/2008-5/31/2011
	Siddons Fire Apparatus, Inc.	Fire Apparatus	323-09	9/01/2009 - 8/31/2012
	Staples	Office Supplies & Equipment	328-09	11/01/2010 - 10/31/2012
	Superior Alarms	Fire & Security & Monitoring	325-09	10/1/2009-9/30/2012
	Tandus US LLC	Indoor & Outdoor Flooring Products & Sports Surfaces	310-08	3/01/2009 - 2/28/2012
	Toshiba Business Solutions	Copiers & Supplies	299-08	9/1/2008 - 8/31/2011
	Vance Hunt Libraries	School, Office, Library & Dormitory Furniture	337-10	04/01/2010 - 03/31/2013

5/17/2011	World Wide Imaging Supplies	Office Paper & Toner Products	369-11	05/1/2011 – 04/30/2014

TPSS-Term contracts P.O.s;

CC Date	Vendor	Contract Description	Contract	Contract Term
7/20/2010	1st Choice Restaurant Equip. & Supply	Commercial Refrigerators, Freezers, Merchandisers, ice makers/dispensers	740-A1	5/2010-01/2012
9/7/2010	Alaven Pharmaceutical, LLC	Drugs, Pharmaceuticals & Multi-Vitamins (Human Use)	269-A1	3/2010-8/31/2011
	Ansell Healthcare Products Inc.	Contraceptives	269-A4	7/2006-6/2011
	Apothecus Pharmaceutical Corp.	Contraceptives	269-A4	7/2006-6/2011
	Auburn Pharmaceutical Co.	Drugs, Pharmaceuticals & Multi-Vitamins (Human Use)	269-A1	3/2010-8/31/2011
8/31/2010	BDI Pharma Inc.	Vaccines & Biologicals	269-A2	01/2007-5/2011
	Bob Barker Company, Inc.	Clothing & Apparel	200-A1	3/2010-11/2011
6/29/2010	Canon	Photocopier Lease & Rental	985-L2	5/2009 – 08/2011
	Central Texas Medical Equipment & Supplies	Drugs, Pharmaceuticals & Multi-Vitamins (Human Use)	269-A1	3/2010-8/31/2011
	Compliance Diagnostic Equipment LLC	Drug & Alcohol Testing Products	193-A2	7/2007-6-2011
8/3/2010	GT Distributors	Police Equipment & Accessories	680-A1	1/2010 – 10/2011
	Graybar Electric	Electrical Equipment & Supplies	285-A1	1/2010-8/2011
3/7/2011	Impact Recovery Systems, Inc.	Traffic Control Devices, Markers, Delineators	550-A2	10/2010-8/2013
	Kyocera Konica Mita America Inc. – Minolta	Photocopiers-Rental Renewal Only	985-A5	9/2002-8/2011
6/15/2010	MMS A Medical Supply Co.	Hospitals Sundries (Disposables) including syringes	475-A1	5/2006- 6/2011
	Midwest Medical Supply	Hospitals Sundries (Disposables) including syringes	475-A1	5/2006-6/2011
	National Vitamin Co.	Drugs, Pharmaceuticals & Multi-Vitamins (Human Use)	269-A1	3/2010-8/31/2011
	Neopost National Government Account	Postage Meters-Rental Renewal Only	985-R1	11/2006-8/2011
	Office Communications Systems, Inc	Photocopiers-Rental Renewals Only	985-A6	9/2005-8/2011
	Pitney Bowes Inc.	Lease for Mail Equipment, Meters, Scales & Purchase of Supplies Postage Meters-Rental Renewal Only	985-L1 985-R1	11/2008-8/2011 11/2006-8/2011
	PlumbMaster, Inc.	Plumbing Parts, Fixtures & Supplies	670-A2	11/2005-4/2011
2/1/2011	Pollock Paper Distributors	Paper and Plastic Products, Disposable	640-A1	8/2006-11/2011
10/19/10	Precision Delta Corp.	Police Equipment & Accessories	680-A1	1/2010-10/2011
	Presto Printing	Business Cards through TX Smartbuy	966-N1	1/2007-8/2011
	Products Unlimited, Inc.	Hospitals Sundries (Disposables) including syringes	475-A1	5/2006- 6/2011
	Rodzina Industries, Inc.	Custom & Stock Rubber Stamps	615-A2	3/2010-12/2011

	Sanofi Pasteur, Inc.	Vaccines & Biologicals Influenza Vaccine	269-A2 269-A3	1/2007-5/2011 3/2010-2/2012
	Sharp Electronics Corporation	Photocopiers-Rental Renewal Only	985-A6	9/2005-8/2011
9/28/2010	TIBH Industries, Inc.	Drug and Alcohol Testing Products	193-A2	7/2007/6/2011
	Tetra Medical Supply Corp.	Hospitals Sundries (Disposables) including syringes	475-A1	5/2006- 6/2011
	Texas Correctional Industries	Laundry Supplies Name Plates Easels & Signs (engraved) up to 24”x48” Posture Back Ergonomic	505-A2 665-A2 425-A8	1/1960-12/2099 12/2001-11/2099 8/2006-12/2099
	Texas Department of Criminal Justice	Furniture TCI & TIBH Chairs, Desks, Tables, Sofas, Bookcase	425-A5	5/1987-12/2099
8/31/2010	Total Pharmacy Supply Inc.	Hospital Sundries (Disposables) including Syringes	475-A1	05/2006 - 6/2011
	Voss Lightning	Electrical Equipment & Supplies	285-A1	1/2010-8/2011
	Xerox Corporation	Photocopier Lease & Rental	985-L2	5/2009-8/2011

TPSS-DIR;

CC Approval Date	Vendor	Contract Description	Contract	Contract Term
9/21/2010	ARC Austin Ribbon & Computer Supplies, Inc.	DBITS-Technology Migration/Upgrade Software Computer, Thin Clients and Terminals/Computer Operations Services/Software	886 293 601 890	1/13/2013
	A T & T	Cisco Networking Equipment Telecommunication Contract for Wireless Voice & Data/Cellular Services Networking Services	233 597 826	9/28/2011
12/28/2010 6/29/2010	CDW Government, Inc./Oki Data Americas, Inc. CDW Government, Inc.	Computer Equipment, Software, Components, Peripherals & Software Computer Equipment, Software, Components, Peripherals & Software Computer Equipment, Software, Components, Peripherals & Software Computer Equipment, Software, Components, Peripherals & Software	508 592 673 1364	5/10/2011
	CDW 3 Com	Computer Software for Mini and Main Frames (Pre programmed)	229	
11/30/2010	CRC - Computer Repair Center	Scanners	1364	5/5/2014
	Calence	Computer Equipment, Software, Components, Peripherals & Software Networking Products & Services Audio Conferencing Services, Technology-Based, Conferencing & Video Services Networking Equipment	236 235 838 1369	5/13/2014
10/5/2010	Calence, LLC dba Insight Networking	Network, Networking Equipment, Network Prod. & Serv. & Tele-Network Serv.	1460	8/30/2014
	Calence Physical Security Solutions, LLC	Surveillance Camera Products & Related Services	580	
6/14/2011	CASO Document Management	Software	1429	7/7/2011-7/7/2014
	Cima Solutions Group	Software	292	
	Copy Graphics	Canon Printers, Multifunction Products, and Related Services	509	

5/10/2011	Cross Match Technologies	Emergency Preparedness Hardware and Related Services	1024	7/17/2011-7/17/2013
	DLT Solutions, Inc.	Computer Equipment, Software, Components, Peripherals & Software	513	
	Daptiv/CIMA	Software Supplies & Services	841	
	Dell Marketing LP	Computer Equipment, Software, Components & Peripherals Software	251 600 568 890 1014	
6/29/2010	ESI Acquisition Inc.	Contract for Products & Related Services	822	
7/27/2010 3/15/2011	Environmental Systems Res. Institution	Software 1/5/2011 Product and Services	492 1637	3/3/2011-3/3/2015
	Hewlett Packard Co.	Computer Equipment, Software, Components, Peripherals & Software	223	
	Insight	Computer Equipment, Software, Components, Peripherals & Software	223	
2/8/2011 2/14/2011	MTM Technologies, Inc.	Computer Equipment, Software, Components, Peripherals & Software, Network Equipment, Products & Services, Tele-Network Services, Tele-Telecommunication Equipment	264 1469 1585	10/22/2014 8/17/2011-8/17/2014
12/21/2010	Presidio Networked Solutions, Inc.	Networking Equipment, Tele-Network Services & Networking Products & Services	1367 1547	5/20/11-5/20/14 9/22/11-9/22/14
11/30/2010	Reyna Enterprises, Inc. dba CRC	Software	1364	5/5/2014
	SHI Government Solutions, Inc.	Computer Equipment, Software, Components, Peripherals & Software	810 890	
	SHI Government Solutions, Inc.	Purchase or Various Software	1009	7/8/2013
	SHI Government Solutions, Inc.	Computer Equipment, Software, Components, Peripherals & Software	1364	
11/23/2010	Spillman Technologies, Inc.	Software	1623	11/3/2014
2/8/2011	Sprint Solutions, Inc.	Tele-Wireless Data and Wireless/Cellular	611	11/19/2011
	Tech Depot	Computer Equipment, Software, Components, Peripherals & Software	223	
6/29/2010	Verizon Wireless	Wireless Voice & Data Services and Equipment	604	10/2/2011
	Votec	Software	937	2/27/2011-2013
6/29/2010	Xerox	Products & Services	515	

TPSS-TXMAS contracts;

CC Date	Vendor	Contract Description	Contract	Contract Term
8/3/2010	Access Imaging Solutions LLC	Document Imaging	9-36010	6/5/2009 – 3/30/2014
8/10/2010	Aria Medical	Medical Equipment and Supplies	7-6511A020	2/9/2007-6/29/2013
8/3/2010	4MD Medical Solutions	Medical Equipment	10-65IIA010	11/19/2009-8/14/2013
	All Steel Inc.	Office Furniture	9-71I030	10/31/2008-9/30/2013
	Beta Technology, Inc.	Food Service, Hospitality, Cleaning Equip. & Supplies, Chemicals & Services	5-73050	7/13/2005-3/31/2015
	Bob Barker	Clothing Uniforms, Footwear & Accessories	8-840140	7/23/2008-7/31/2011
	Business Interiors by Staples The Hon Company	Special Use Furniture	6-71111060	5/10/2006-8/26/2011
	B&H Photo & Video	Photographic Equipment-Cameras, Photographic Printers and Related Supplies & Services (Digital and Film –Based)	8-67030	1/25/2008-8/2/2014
	B&H Photo & Video	VCRS, VCP, DVD, Monitors & Monitors/Receivers, Including Spare & Repair Parts, and Accessories	8-58I020	1/25/2008-1/31/2015
3/22/2011	Copy Graphics Inc	Office Imaging and Document Solutions/Copying Equipment	5-36050-3	12/11/2001-9/30/2011
1/25/2011	DMI Furniture, Inc.	Office Furniture	5-7110220	5/24/2005-5/6/2011
	Datum Filing Systems Inc.	Office Furniture	5-711010	9/15/2004-5/31/2012
	Diaz Floors & Interiors	Floor Covering	5-721A060	2/17/2005-8/3/2014
9/21/2010	Dream Ranch d b a Cartridge World	Ink and Toner Cartridges	8-75040	7/23/2008-5/31/2012
	Emergency Vehicle Equipment	Total Solutions for Law Enforcement, Security, Facilities Mgt. Fire, Rescue, Clothing, Marine	5-840180	6/17/2005-8/31/2014
	Ergogenesis, LLC	Office Furniture	3-7110470	8/22/2003-9/30/2011
	Fed Ex Kinko's	The Office, Imaging & Document Solution	5-36020	1/14/2005-10/13/2013
6/15/2010	Firetrol Protection Systems, Inc.	Facilities Maintenance & Management	6-03FAC020	7/12/2006-4/23/2016
	GCR Tires Centers Of Pharr	Tires	7-261020	1/19/2007-12/20/2011
6/21/2011	***Gateway Printing & Office Supply, Inc.***	**Office Products/Supplies & Services & New Products/Technology**	**5-75020-13**	**7/7/2005-5/31/2012**
	Global Industries, Inc.	Office Furniture	3-7111010	11/21/2002-12/31/2012
11/16/2010	Jasper Seating Company, Inc. dba J.S.I and Community	Office Furniture	9-71I020	10/9/2008 – 6/24/2013
05/10/2011	Johnson Controls, INC.	Complete Facilities Maintenance and Management	5-03FAC020	12/08/2004-07/13/2014
	Kimball International Marketing	Office Furniture	3-711060	12/16/2002-1/27/2012

6/14/2011	Lone Star Uniforms, Inc.	Uniforms & Clothing	9-840100	8/10/2009-5/14/2014
	MCS	Access Control Systems	9-84060	6/23/2009-11/30/2013
	MSC Industrial Supply Co.	Hardware	3-51V020	6/4/2003-10/31/2012
	Mayline Company	Office Furniture	4-7110330	7/2/2004-11/30/2011
	Michelin North America, Inc.	Tires, Pneumatic (new), for passenger, light/medium truck, & bus, & retread svcs.	7-261010	12/19/2006-12/5/2011
9/21/2010	OCE North America, Inc.	Office, Imaging & Document Solutions Copying Equipment	2-36010	8/1/2002-9/30/2011
12/13/2010	Red Wing Shoe Industrial	Shoes	9-84090	8/12/2009-9/30/2012
	Sherwin Williams	Maintenance & Hardware	5-51V010	10/11/2004-1/31/2013
	Simplexgrinnell, LP	Total Solutions for Law Enforcement, Security Facilities, Mgmt., Fire, Rescue, Clothing, Marine	5-84070	12/6/2004-6/30/2012
	Snap-On Industrial	Hardware Products & Services	3-51V010	9/20/2002-1/31/2016
	Southern Tire Mart LLC-Michelin Bridgestone	Tires	7-261010 7-261020	12/19/2006-12/5/2011 1/19/2007-12/20/2011
7/20/2010	State Industrial Products	Hardware Superstore 12/27/2004 – 11/30/2010	5-51V020	12/27/2004-11/30/2015
	Tandus US, Inc.	Floor Covering	5-721A060	2/17/2005-8/3/2014
11/22/2010	The Hon Company	Office Furniture	6-71111060	5/10/2006 – 8/26/2011
	Tire Centers, LLC Michelin North America, Inc.	Tires, Pneumatic (new), for passenger, light truck, med truck, & bus & retread services	7-261010	12/19/2006-12/5/2011
	Tremco, Inc.	Bldg. & Bldg. Materials/Industrial Services & Supplies	6-56050	3/6/2006-5/31/2014
	United Rentals, Inc.	Hardware Superstore, Heavy Vehicle Equipment	7-51V080	7/5/2007-7/31/2015
	Visual Innovations Company, Inc.	Professional Audio/Video, Telecommunications and Security Solutions	4-581010	10/24/2003-7/7/2012
	W.W. Grainger, Inc.	Industrial, Janitorial Supplies	2-539030	8/26/2002-2/28/2014
	World Wide Imaging Supplies	Office Products	8-75030	5/2/2008-10/1/2012

TPSS-State Travel Management Program;

CC Approval Date	Vendor	Contract Description	Contract	Contract Term
	Enterprise Rent a Car	Car Rental	TX-C1080	3/31/2004-6/30/2011
	Avis Rent a Car Systems	Car Rental	TX-C1080	3/31/2004-6/30/2011

TIPS;

CC Approval Date	Vendor	Contract Description	Contract	Contract Term
	3-C Technology	Audio Visual Equipment & Supplies Computer Equipment, Components & Peripherals	1032609 1072309	3/26/2012 7/23/2011

US Communities;

CC Approval Date	Vendor	Contract Description	Contract	Contract Term
	Auto Zone	Auto Parts & Accessories	060143	6/26/2006-6/25/2011
9/14/2010	DACO	Daco Fire Equipment (Converter)	FS12-09	3/1/2010-11/30/2011
12/07/2010	GTSI	Computer Equipment, Software, Components & Peripherals Software	RQ09-997736-42D	5/01/2009-4/30/2013
	Graybar	Electrical Products	MA-43272-6	1/31/2013
	Hagemeyer	Homeland Security and Public Safety	RQ06-814063-10A	10/7/2005-9/30/2011
	Insight Public Sector	Technology Products Equipment & Technology Services/Solutions	RQ-09-997736-42b	5/01/2009-4/30/2013
8/03/2010	Service Wear Apparel	Uniform and Work Apparel	A1465-10	9/01/2010-12/31/2014
	The Home Depot	Maintenance/Hardware Supplies	05091	12/1/2008-11/30/2011
	Zep	Janitorial Supplies	2007-118-3034	12/31/2011
6/22/2010	Tech Depot	Technology Products & Solutions	RQ09-997736-42C	5/1/2009-4/30/2013

TCPN;

CC Approval Date	Vendor	Contract Description	Contract	Contract Term
	Best Buy Gov LLC	Audio Visual Equipment and Services	R-4705	9/30/2006-9/30/2011
6/15/2010	CAS Companies, LP	Job Order Contracting Services	R-5004	3/31/2010-3/31/2015
	CDW	Computer, Components, Peripherals & Software	R-4713	9/30/2006-9/30/2011
	GovConnection	Computer, Components, Peripherals & Software	R-4718	9/30/2006-9/30/2011
8/17/2010	Jamail & Smith Construction	Job Order Contract (JOC)	R4957	3/31/2010-3/31/2015
9/14/2010	Office Depot	Furn., Office, Instructional or Library Office & School Supplies, Printing & Shipping Services, Promotional Prod./Printing Services.	R5023	7/12/2010-2/28/2015
	M & A Technology	Computer, Components, Peripherals & Software	R-4721	9/30/2006-9/30/2011
2/22/2011	Quill.com	Office Supplies & School Products	R-4945	2/28/2010-2/28/2015
3/29/2011	Separation Systems Consultants, Inc. (SSCI)	Environmental Services	R-4747	11/30/06-5/31/2011
	Tandus US LLC	Commercial Floor Covering Systems	R-4882	7/31/2008-7/31/2013
	Tech Depot	Computer, Components, Peripherals & Software	R-4716	9/30/2006-9/30/2011
4/5/2011	Trane	Heating, Ventilating, Air Conditioning & Plumbing	R-5045	10/13/2010-9/30/2017

05/10/2011	ThyssenKrupp Elevator Corp.	Elevator Products & Services	R-5042	9/30/2010-9/30/2015
	Troxell Communications	Audio Visual Equipment and Services	R4708	9/30/2006-9/30/2011
	Xerox Corporation	Document Management (Copiers)	R-4671	5/31/2010-5/31/2015
	Xerox Supplies	Paper fine	R-4929	12/31/2009-12/31/2014

GSA;

CC Approval Date	Vendor	Contract Description	Contract	Contract Term
6/21/2011	***Advanced Training Systems, Inc.***	**Mission Oriented Business Integrated Services**	**GS 02 F 0404D**	**3/31/2016**
	CDW	Computer Equipment, Software, Components, Peripherals & Software	GS-35F-0195J	
8/3/2010	Comtech LLC	Software and Services	GS-35F-0431K	
	Dell	Computer Equipment, Software, Components, Peripherals & Software	GS-35F-4076D	
11/23/2010	Element K Corporation	IT Solutions & Electronics	GS-35F-0042L	10/19/2015
12/28/2010	ICx Technologies, Inc.	Total Solutions for Law Enforcement, Security, Facility Management Systems, Fire, Rescue, Special Purpose clothing, Marine Craft & Emergency/Disaster Response	GS-07F-0117U	12/5 2012
11/16/2010	ICS Jail Supplies, Inc.	Total Solutions for Law Enforcement, Security, Facilities Mgmt. Fire, Rescue, Clothing, Marine Craft and Emergency/Disaster Response	GS-07F-0552U	9/29/2013
3/29/2011	John E. Reid and Associates, Inc.	Training Aids and Devices; Instructor LED training; Course Development and Test;	GS-02F-0164P	4/24/2009 4/23/2014
	NYP CORP	Shipping, Packaging and Packing Supplies	GS-14F-1237H	
	Tactical Gear Now, Inc.		GS-07F-5508R	
6/29/2010	Galls/Aramark		GS-07F-0157M	

HGAC;

CC Approval Date	Vendor	Contract Description	Contract	Contract Term
	A & B Communications	Communications Equipment & Services	RA01-08	Thru Dec. 31, 2011
12/13/2010	Caldwell Country Chevrolet	Current Model Cars & Light Trucks	VE03-06	Thru Oct 31, 2011
9/21/2010	Daco Fire Equipment	Fire Apparatus (All types)	FS12-09	3/1/2010-11/30/2011
	EF Johnson Co.	Communications Equipment & Services	RA01-08	
	Motorola	Communication Equipment & Services	RA01-08	12/31/2011
12/21/2010	Source Incorporated of Missoury dba Source, Inc.	Wireless Telecomm Equipment & Services	CW05-02 CW10-09	6/1/2005-5/31/2012 11/1/2009-10/31/2012
	Sprint	Communication Equipment & Services	CW-05/02	6/1/2005-5/31/2012
	Superior Alarms	Surveillance & Access Control Equipment	SE05-05	

	Superior Alarms	Video Surveillance Systems	SE05-08	
7/20/2010	Superior Alarms	Surveillance, Access Control & Security Fencing	SE05-10	05/1/2010 – 04/30/2012

CHOICE FACILITY PARTNERS;

CC Approval Date	Vendor	Contract Description	Contract	Contract Term
12/07/2010	Herrera & Hunt	Job Order Contracting and Related Services	09/040JC-07	6/16/2009-6/15/2011/4
12/07/2010	Herrera & Hunt, Inc.	Job Order Contracting and Related Services	07/007JC-01	5/15/2007-5/14/2011 / 1
10/12/2010	Hydro-Stop Inc. LLC	Roofing	08/021JC-01	7/1/2008 – 7/31/2011/2
12/07/2010	Alpha Building Corporation	Job Order Contracting and Related Services	06/035JC-01	12/19/2007-2/24/2011/2
12/07/2010	Alpha Building Corporation	Job Order Contracting and Related Services	10/030JC-01	02/22/2010-02/21/2011/6

NJPA NATIONAL JOINT POWERS ALLIANCE

CC Approval Date	Vendor	Contract Description	Contract	Contract Term
2/14/2010	Pasco Brokerage, Inc.	Appliances & Equipment	12020-PBI	12/18/2013

***Denotes: New Vendor added for approval**

Contract Renewed

Consent #27061 6/21/11

Vendor Contract Information

Proposal Documents

Back

Vendor: C & S Safety Supply
Address: 820 E. Whitewing
McAllen, TX 78501
Phone: (956) 687-4852
Contact: Sean Donnelly
Email: cssafety9703@sbcglobal.net
Federal ID: 74-2609927
Accepts RFQs: Yes
Contract: First Aid Supplies & Equipment #374-11
Effective Date: 6/1/2011
Expiration Date: 5/31/2014
Payment Terms: Net 30 days
Delivery Days: 3
Shipping Terms: Free Freight
Freight Terms: FOB Destination
Ship Via: Common Carrier
Quote Reference Number:
374-11
Regions Served: All Texas Regions
States Served: Texas

[Log Out]

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Jesse Salinas
522-8470 cell
687-4852 office

Consent 6/21/11 #27061

Window on State Government

Susan Combs Texas Comptroller of Public Accounts

Search TXMAS Contracts: Search

Rebates: Pursuant to Texas Government Code § 2155.510(b), rebates generated from TXMAS contract purchases made using federal funds must be reported to the federal funding agency for reporting and reconciliation purchases. Each quarter of the State's fiscal year, TXMAS contractors rebate .75% of their TXMAS sales to the State of Texas via the Texas Comptroller of Public Accounts (CPA). It is the purchasing entity's responsibility to report the amount of rebate using the above percent based on the total dollar value of the TXMAS purchase order.

Example: A purchasing entity receives and uses federal funds of $50,000 to purchase items/services on a TXMAS contract. The purchasing entity must report to the federal fund-provider that a sales rebate of $375 ($50,000 * .75% = $375) will be paid to the State of Texas by the TXMAS contractor.

TXMAS

GATEWAY PRINTING & OFFICE SUPPLY, INC.

GSA 75

Contract TXMAS-5-75020-13

Dealer for:

AMERICAN OFFICE PRODUCTS DISTRIBUTORS

On-Line Catalog/Order Processing

OFFICE PRODUCTS/SUPPLIES AND SERVICES AND NEW PRODUCTS/TECHNOLOGY

Corporate Office:
AMERICAN OFFICE PRODUCTS DISTRIBUTORS
1652 E. MAIN STREET
ST. CHARLES IL 60174
USA

Send PO to:
GATEWAY PRINTING & OFFICE SUPPLY, INC.
315 S. CLOSNER
EDINGURG TX 78539
USA
Vendor ID: 17415026297

Invoice From:
GATEWAY PRINTING & OFFICE SUPPLY, INC.
315 S. CLOSNER
EDINGURG TX 78539
USA
Vendor ID:

Delivery:	2 DAYS ARO
FOB Point:	DESTINATION
Terms:	NET 30 DAYS, 1% 20
Remit To:	GATEWAY PRINTING & OFFICE SUPPLY, INC. 315 S. CLOSNER EDINGURG TX 78539 USA Vendor ID:
Vendor ID:	17415026297
Business Type:	Small
DUNS #:	008120727
Effective:	7/7/2005
Expires:	5/31/2012

CONTACT: BUTCH SHOOK
Phone 956-383-3861
BUTCH@GATEWAYP.COM

Effective Date: This Texas Multiple Award Schedule (TXMAS) contract is effective beginning 7/7/2005 through 5/31/2012 and is automatically renewed on the date that the General Services Administration (GSA) exercises the renewal option. All

State of Texas terms and conditions will continue and apply to all renewal periods by mutual agreement. The contractor has certified that the prices reflected in the contractor's catalog are the same as the prices contained in the most current modification to GSA Contract No. GS-02F-0048N.

Placement of Orders: Purchasing entities must use both the instructions on the contractor's web page and the terms and conditions in the federal supply schedule to place orders. Purchasing entities may use a either a departmental purchase order or the contractor's on-line ordering system to place orders. Purchasing entities may opt out of using the contractor's on-line ordering system if it is incompatible with the entity's purchasing procedures. The contractor is not required to accept orders below the minimum listed below. Orders between the minimum and maximum listed below are subject to GSA preferred customer pricing. For orders above the maximum, purchasing entities are entitled to negotiate for lower prices than those listed on the on-line federal supply schedule price list.

Order Limitation:
Minimum Order: $25
Maximum Order: $150,000

Approved Products/Services: Only products or services listed in the CPA approved GSA contract may be purchased from this TXMAS contract, with one exception. Incidental, off-schedule items may be purchased as "best value, open market" items provided that they are necessary for product integration or product completeness. The purchasing entity is responsible for ensuring that the quoted price for such incidental items is fair and reasonable. These incidental items may be added to the TXMAS purchase order if they are clearly labeled as "open market (OM), best value" items.

THIS TXMAS CONTRACT IS ALSO LISTED ON TXSMARTBUY. Unless this company has TXMAS-authorized dealers (listed previously on this page), all purchasing entities wanting to purchase items/services available on this TXMAS contract **must** purchase through TxSmartBuy: www.txsmartbuy.com. If this contract has TXMAS-authorized dealers, those dealers may continue to accept purchase orders as they have been doing in their previous manner (fax, email, or hand carry). If you have any questions, please send an email to txmas@cpa.state.tx.us or call (512-463-3421).

State Contracts: All Texas Council for Purchasing from People with Disabilities contracts and Texas Correctional Industries (TCI) term contracts take precedence over this TXMAS contract. If similar products or services are listed on this TXMAS contract and a CPA term contract, a determination should be made that will result in a best value purchase.

Payment Due Date: Payment will be due on the thirtieth (30) calendar day after the later of: (a) the date the State actually receives a proper invoice at the office designated in the applicable purchase order to receive it; or (b) the date the State accepts the products or services. The post mark date on the envelope for the State warrant (State's equivalent to a check) or banking information showing when a direct deposit transaction was received will be considered the date payment is made. Interest starts accruing on the first day that payment is late. The rate of interest for late payments is set at one percent per month.

Special Note: The State of Texas, including but not limited to its Agencies, cooperative purchasing members and any local governmental entity authorized by law to use the Texas Multiple Award Schedule method for purchasing is not obligated to procure any products or services from this TXMAS contract. This schedule contract shall not be construed to prevent the State from purchasing products or services using other procurement methods as authorized by law.

Keywords: Binders & Business Cases, Binder Accessories, Binder Indexes, Binders, Business Cases, Notebooks, Report Covers, , Business Machines & Electronics, Air Cleaners & Humidifiers, Binding Systems & Supplies, Calculator Rollers & Adapters, Calculators, Business & Financial, Calculators, Desk Top & Pocket, Calculators, Graphics & Scientific, Calculators, Printing, Cash Registers & Handling Supplies, Copiers / Toners & Copier Supplies, Dictation / Recorders & Supplies, Fax Machines / Toners & Supplies, Hand Held Organizers & Accessories, Label Makers & Supplies, Laminators & Supplies, Shredders & Shredder Bags, Surge Protectors & Electrical Cords, Telephone Accessories, Telephone Head Sets / Amplifiers, Telephones & Answering Machines, Time Recorders & Supplies, Typewriters & Supplies, , Calendars & Organizers, Calendars & Refills, Organizers & Accessories, , Computers, Printers & Accessories, CD-Roms, Computer Accessories, Copy Holders, Data Cartridges, Disks, Hardware / Peripherals, Media Storage, Monitor Stands & Arms, Mouse Pads & Wrist Rest, Optical Disks, Printer / Toners & Supplies, , , General Office Supplies (cont'), Maps & Flags, Pads & Pad Holders, Paper, Paper Fasteners / Clips / Clamps, Photo Frames, Presentation Boards & Accessories, Price Markers, Punches, Rubber Bands, Scissors & Paper Trimmers, Signs & Nameplates, Staplers, Staples & Staple Removers, Tags & Tickets, Travel Accessories, , Healthcare Supplies, Medical / Healthcare, , Janitorial & Break Room, Break Room / Office

Appliances & Fans, Break Room Refreshments, Break Room Supplies & Accessories, Hand Trucks & Carts, Heaters, Housekeeping, Janitorial Supplies & Accessories, Knives & Blades, Ladders & Step stools, Mats, Personal Care, Safety & Security, Soaps / Cleaners, Toiletries, Tools & Accessories, Waste Containers & Accessories, , Filing & Storage, Fasteners & Classification Folders, File Folder Guides, File Folders, File Pockets & Jackets, Filing Accessories & Storage, Hanging File Pockets, Hanging Folders / Frames & Tabs, Key Control, Labels, Literature Racks & Sorters, Storage Cabinets & Lockers, Storage File Boxes, Wall, Desk & Computer Pockets, Wallets & Expanding Files, , Furniture, Book / Show Cases, Chairs / Office Seating & Accessories, Desks & Returns / Credenzas & Hutches, Filing Cabinets / Mobile Files & Accessories, Footrests Insulated / Fireproof Files & Safes, Lighting, Panel Systems, Stands & Carts, Tables, Workstations & Accessories, , General Office Supplies, Address / Phone Books, Adhesives & Glue, Backrests, Badges & Holders, Batteries & Chargers, Books, Card Filing, Catalog Racks, Certificates & Awards, Clipboards, Clocks, Coordinating Desk Accessories, Correction Supplies, Desk Accessories, Desk Organizers, Forms, Garment Racks & Hangers, Indexing Flags & Tabs, Magnifiers, , Mailroom & Shipping, Envelopes & Mailers, Shipping Supplies & Accessories, Stamps & Accessories, Tape & Dispensers, , Presentation & Audiovisual, Cameras & Supplies, Easels & Pads & Accessories, Magnetic Boards & Accessories, Motivational Materials, Presentation Supplies & Accessories, TVs / VCRs / Stereo Systems, Video Camcorders & Accessories, , Writing Instruments, Art & Craft Supplies, Art & Drafting Portfolios, Art Pencils, Calligraphy Pens & Ink, Drafting Tools & Templates, Drawing Pads / Paper & Accessories, Erasers, Highlighters, Markers & Marker Pens, Pen & Ink Refills, Pen & Pencil Combos, Pencil Sharpeners, Pencils, Lead & Eraser Refills, Pencils, Mechanical Pencils, Wooden & Accessories, Pens, Ballpoint Pens, Fine Writing Instruments, Pens, Gel Ink Pens, Porous Point, Pens, Rollerball, Pens, Security / Stay-Put, Poster Boards, Rulers & Measures, Stylus / Pen Combos

Contact Us

If you have any suggestions on how to improve TXMAS or this web site, please send an email to txmas@cpa.state.tx.us or call 512-463-3421.

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Susan Combs, Texas Comptroller • Window on State Government • Contact Us

Privacy and Security Policy | Accessibility Policy | Link Policy | Public Information Act | Compact with Texans

Consent #27061 6/21/11

GSA eLibrary

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Search: all the words Go

Contractor Information

(Vendors) How to change your company information

Contract #:	GS-02F-0404D
Contractor:	ADVANCED TRAINING SYSTEMS INC
Address:	4524 HIGHWAY 61 N SAINT PAUL, MN 55110-3424
Phone:	(651)429-8091
E-Mail:	info@atsusa.biz
Web Address:	HTTP://WWW.ATSUSA.BIZ

Socio-Economic : Small business
Women Owned business
Veteran Owned Small business

EPLS : Contractor not found on the Excluded Parties List System

Govt. Contracting Officer:
Piotr Ulazka
Phone: 212-577-8611
E-Mail: piotr.ulazka@gsa.gov

Source	Title	Contract Number	Contract Terms & Conditions	Contract End Date	Category		View Items Available
874	MISSION ORIENTED BUSINESS INTEGRATED SERVICES (MOBIS)	GS-02F-0404D		Mar 31, 2016	874 9	BSAST RECOV ARRA	GSA Advantage!

Lease Agreement

Customer: HIDALGO, COUNTY OF

BillTo: COUNTY OF HIDALGO
JP PRECINCT 1 PLACE1
Ave Ste 301
1902 Joe Stephens
Weslaco, TX 78596-3700

Tax ID#: 1

State or Local Government

Install: COUNTY OF HIDALGO
JP PRECINCT 1 PLACE1
Ave Ste 301
1902 Joe Stephens
Weslaco, TX 78596-3700

Solution

Item	Product Description	Agreement Information	Requested Effective Date
1. W5638 (W5638 COPIER/2T)	S/N WRR560430 - Oct (32-55 Ppm Only)	Lease Term: 40 months Purchase Option: FMV This agreement modifies the current Xerox Agreement 955346978 for W5638 S/N WRR560430 as of payment 13.	6/15/2011

Monthly Pricing

Item	Lease Minimum Payment	Print Charges Meter	Volume Band	Per Print Rate	Maintenance Plan Features
1. W5638	$147.38	1: Total	1 - 20,000 20,001+	Included $0.0091	- Consumable Supplies Included for all prints
Total	$147.38	Minimum Payments (Excluding Applicable Taxes)			

Authorized Signature

Customer acknowledges receipt of the terms of this agreement which consists of 4 pages including this face page.

Signer: _____ Phone: (956)447-3995

Signature: _____ Date: _____

Thank You for your business!
This Agreement is proudly presented by Xerox and

Damaris Morales
(956)682-1820

For information on your Xerox Account, go to
www.xerox.com/AccountManagement

XEROX TOTAL SATISFACTION GUARANTEE

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Terms and Conditions

INTRODUCTION:

1. TOTAL SATISFACTION GUARANTEE. If you are not totally satisfied with any Xerox-brand Equipment delivered under this Agreement, Xerox will, at your request, replace it without charge with an identical model or, at Xerox's option, with Xerox Equipment with comparable features and capabilities. This Guarantee applies only to Xerox-brand Equipment that has been continuously maintained by Xerox under this Agreement or a Xerox maintenance agreement. For "Previously Installed" Equipment, this Guarantee will be effective for 1 year after installation. For all other Equipment, this Guarantee will be effective for 3 years after installation unless the Equipment is being financed under this Agreement for more than 3 years, in which event it will expire at the end of the initial Term of this Agreement.

2. MODIFICATION OF PRIOR AGREEMENT. This Agreement modifies a prior agreement between you and Xerox for the Products identified as "Modifies Prior Agreement". The prior agreement will remain in effect except that any terms in this Agreement that conflict with or are additive to the prior agreement will control. You may be charged a one-time administrative/processing fee for the modification of a prior agreement.

GOVERNMENT TERMS:

3. REPRESENTATIONS & WARRANTIES. This provision is applicable to governmental entities only. You represent and warrant, as of the date of this Agreement, that: (1) you are a State or a fully constituted political subdivision or agency of the State in which you are located and are authorized to enter into, and carry out, your obligations under this Agreement and any other documents required to be delivered in connection with this Agreement (collectively, the "Documents"); (2) the Documents have been duly authorized, executed and delivered by you in accordance with all applicable laws, rules, ordinances and regulations (including all applicable laws governing open meetings, public bidding and appropriations required in connection with this Agreement and the acquisition of the Products) and are valid, legal, binding agreements, enforceable in accordance with their terms; (3) the person(s) signing the Documents have the authority to do so, are acting with the full authorization of your governing body and hold the offices indicated below their signatures, each of which are genuine; (4) the Products are essential to the immediate performance of a governmental or proprietary function by you within the scope of your authority and will be used during the Term only by you and only to perform such function; and (5) your payment obligations under this Agreement constitute a current expense and not a debt under applicable state law and no provision of this Agreement constitutes a pledge of your tax or general revenues, and any provision that is so construed by a court of competent jurisdiction is void from the inception of this Agreement.

4. FUNDING. This provision is applicable to governmental entities only. You represent and warrant that all payments due and to become due during your current fiscal year are within the fiscal budget of such year and are included within an unrestricted and unencumbered appropriation currently available for the Products, and it is your intent to use the Products for the entire term of this Agreement and make all payments required under this Agreement. If your legislative body does not appropriate funds for the continuation of this Agreement for any fiscal year after the first fiscal year and has no funds to do so from other sources, this Agreement may be terminated. To effect this termination, you must, at least 30 days prior to the beginning of the fiscal year for which your legislative body does not appropriate funds, notify Xerox in writing that your legislative body failed to appropriate funds. Your notice must be accompanied by payment of all sums then owed through the current fiscal year under this Agreement. You will return the Equipment, at your expense, to a location designated by Xerox and, when returned, the Equipment will be to in good condition and free of all liens and encumbrances. You will then be released from any further payment obligations beyond those payments due for the current fiscal year (with Xerox retaining all sums paid to date).

SOLUTION/SERVICES:

5. PRODUCTS. "Products" means the equipment ("Equipment"), Software and supplies identified in this Agreement. You agree the Products are for your business use (not resale) in the United States and its territories and possessions ("U.S.") and will not be used for personal, household or family purposes.

6. CONSUMABLE SUPPLIES. If "Consumable Supplies" is identified in Maintenance Plan features, Maintenance Services will include black toner and/or solid ink and color toner and/or solid ink, if applicable ("Consumable Supplies"). Highlight color toner, clear toner, and custom color toner are excluded. Depending on the Equipment model, Consumable Supplies may also include developer, fuser agent, imaging units, waste cartridges, transfer rolls, transfer belts, transfer units, belt cleaner, maintenance kits, print Cartridges, drum Cartridges, waste trays and cleaning kits. Consumable Supplies are Xerox's property until used by you, and you will use them only with the Equipment for which "Consumable Supplies" is identified in Maintenance Plan Features. If Consumables Supplies are furnished with recycling information, Customer will return the used item to Xerox for remanufacturing. Shipping information is available at Xerox.com/GWA. Upon expiration of this Agreement, Customer will include any unused Consumable Supplies with the Equipment for return to Xerox at the time of removal. If your use of Consumable Supplies exceeds Xerox's published yield by more than 10%, Xerox will notify you of such excess usage. If such excess usage does not cease within 30 days after such notice, Xerox may charge you for such excess usage. Upon request, you will provide current meter reads and/or an inventory of Consumable Supplies in your possession.

7. CARTRIDGES. If Xerox is providing Maintenance Services for Equipment utilizing cartridges designated by Xerox as customer replaceable units, including copy/print cartridges and xerographic modules or fuser modules ("Cartridges"), you agree to use only unmodified Cartridges purchased directly from Xerox or its authorized resellers in the U.S. Cartridges packed with Equipment and replacement Cartridges may be new, remanufactured or reprocessed. Remanufactured and reprocessed Cartridges meet Xerox's new Cartridge performance standards and contain new or reprocessed components. To enhance print quality, Cartridge(s) for many models of Equipment have been designed to cease functioning at a predetermined point. In addition, many Equipment models are designed to function only with Cartridges that are newly manufactured original Xerox Cartridges or with Cartridges intended for use in the U.S.

8. MAINTENANCE SERVICES. Except for Equipment identified as "No Svc.", Xerox (or a designated servicer) will keep the Equipment in good working order ("Maintenance Services"). Maintenance Services will be provided during Xerox's standard working hours in areas open for repair service for the Equipment. Maintenance Services excludes repairs due to: (i) misuse, neglect or abuse; (ii) failure of the installation site or the PC or workstation used with the Equipment to comply with Xerox's published specifications; (iii) use of options, accessories or products not serviced by Xerox; (iv) non-Xerox alterations, relocation, service or supplies; or (v) failure to perform operator maintenance procedures identified in operator manuals. Replacement parts may be new, reprocessed or recovered and all replaced parts become Xerox's property. Xerox will, as your exclusive remedy for Xerox's failure to provide Maintenance Services, replace the Equipment with an identical model or, at Xerox's option, another model with comparable features and capabilities. There will be no additional charge for the replacement Equipment during the remainder of the initial Term. If meter reads are a component of your Maintenance Plan, you will provide them using the method and frequency identified by Xerox. If you do not provide a meter reading, Xerox may estimate the reading and bill you accordingly.

9. EQUIPMENT STATUS. Unless you are acquiring "Previously Installed" Equipment, Equipment will be (1) "Newly Manufactured", which may contain some reconditioned components; (2) "Factory Produced New Model", which is manufactured and newly serialized at a Xerox factory, adds functions and features to a product previously disassembled to a Xerox predetermined standard, and contains new and reconditioned components; or (3) "Remanufactured", which has been factory produced following disassembly to a Xerox predetermined standard and contains new and reconditioned components.

10. SOFTWARE LICENSE. Xerox grants you a non-exclusive, non-transferable license to use in the U.S.: (a) software and accompanying documentation provided with Xerox-brand Equipment ("Base Software) only with the Xerox-brand Equipment with which it was delivered; and (b) software and accompanying documentation identified in this Agreement as "Application Software" only on any single unit of equipment for as long as you are current in the payment of all applicable software license fees. "Base Software" and "Application Software" are referred to collectively as "Software". You have no other rights and may not: (1) distribute, copy, modify, create derivatives of, decompile, or reverse engineer Software; (2) activate Software delivered with the Equipment in an inactivated state; or (3) allow others to engage in same. Title to, and all intellectual property rights in, Software will reside solely with Xerox and/or its licensors (who will be considered third-party beneficiaries of this Section). Software may contain code capable of automatically disabling the Equipment. Disabling code may be activated if: (x) Xerox is denied access to periodically reset such code; (y) you are notified of a default under this Agreement; or (z) your license is terminated or expires. The Base Software license will terminate; (i) if you no longer use or possess the Equipment; (ii) you are a lessor of the Equipment and your first lessee no longer uses or possesses it; or (iii) upon the expiration or termination of this Agreement,

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Terms and Conditions

unless you have exercised your option to purchase the equipment. Neither Xerox nor its licensors warrant that Software will be free from errors or that its operation will be uninterrupted. The foregoing terms do not apply to Diagnostic Software or to software/documentation accompanied by a clickwrap or shrinkwrap license agreement or otherwise made subject to a separate license agreement.

11. SOFTWARE SUPPORT. Xerox (or a designated servicer) will provide the software support set forth below ("Software Support"). For Base Software, Software Support will be provided during the initial Term and any renewal period but in no event longer than 5 years after Xerox stops taking customer orders for the subject model of Equipment. For Application Software, Software Support will be provided as long as you are current in the payment of all applicable software license and support fees. Xerox will maintain a web-based or toll-free hotline during Xerox's standard working hours to report Software problems and answer Software-related questions. Xerox, either directly or with its vendors, will make reasonable efforts to: (a) assure that Software performs in material conformity with its user documentation; (b) provide available workarounds or patches to resolve Software performance problems; and (c) resolve coding errors for (i) the current Release and (ii) the previous Release for a period of 6 months after the current Release is made available to you. Xerox will not be required to provide Software Support if you have modified the Software. New releases of Software that primarily incorporate compliance updates and coding error fixes are designated as "Maintenance Releases" or "Updates". Maintenance Releases or Updates that Xerox may make available will be provided at no charge and must be implemented within six months. New releases of Software that include new content or functionality ("Feature Releases") will be subject to additional license fees at Xerox's then-current pricing. Maintenance Releases, Updates and Feature Releases are collectively referred to as "Releases". Each Release will be considered Software governed by the Software License and Software Support provisions of this Agreement (unless otherwise noted). Implementation of a Release may require you to procure, at your expense, additional hardware and/or software from Xerox or another entity. Upon installation of a Release, you will return or destroy all prior Releases.

12. DIAGNOSTIC SOFTWARE. Software used to evaluate or maintain the Equipment ("Diagnostic Software") is included with the Equipment. Diagnostic Software is a valuable trade secret of Xerox. Title to Diagnostic Software will remain with Xerox or its licensors. Xerox does not grant you any right to use Diagnostic Software, and you will not access, use, reproduce, distribute or disclose Diagnostic Software for any purpose (or allow third parties to do so). You will allow Xerox reasonable access to the Equipment to remove or disable Diagnostic Software if you are no longer receiving Maintenance Services from Xerox, provided that any on-site access to your facility will be during your normal business hours

PRICING PLAN/OFFERING SELECTED:

13. TERM. The Term for each unit of Equipment will commence upon: (a) delivery of customer-installable Equipment; or (b) installation of Xerox-installable Equipment. Unless either party provides notice of termination at least thirty days before the expiration of the initial Term, it will renew automatically on a month-to-month basis on the same terms and conditions. During this renewal period, either party may terminate the Equipment upon at least 30 days notice. Upon termination, you will make the Products available for removal by Xerox. At the time of removal, the Equipment will be in the same condition as when delivered (reasonable wear and tear excepted).

14. PAYMENT. Payment (including applicable Taxes) is due within 30 days after the invoice date, with all charges being billed in arrears. This Agreement will not be automatically renewed.

15. LATE CHARGE. If a payment is not received by Xerox within 10 days after the due date, Xerox may charge, and you will pay, a late charge of 5% of the amount due or $25, whichever is greater.

16. PRICE INCREASES. Xerox may annually increase the maintenance component of the Minimum Payment and Print Charges. For Application Software, Xerox may annually increase the software license or support fees. These adjustments will occur at the commencement of each annual contract cycle.

17. DELIVERY, REMOVAL & RELOCATION. Equipment prices include standard delivery charges and, for Equipment for which Xerox retains ownership, standard removal charges. Non-standard delivery, removal and Equipment relocation must be arranged (or approved in advance) by Xerox and will be at your expense.

18. TAXES. You will be responsible for all applicable taxes, fees or charges of any kind (including interest and penalties) assessed by any governmental entity on this Agreement or the amounts payable under this Agreement ("Taxes"), which will be included in Xerox's invoice unless you timely provide proof of your tax exempt status. Taxes do not include personal property taxes in jurisdictions where Xerox is required to pay personal property taxes, and taxes on Xerox's income. This Agreement is a lease for all income tax purposes and you will not claim any credit or deduction for depreciation of the Equipment, or take any other action inconsistent with your role as lessee of the Equipment.

19. PURCHASE OPTION. If not in default, you may purchase the Equipment, "AS IS, WHERE IS" and WITHOUT ANY WARRANTY AS TO CONDITION OR VALUE, at the end of the initial Term for the "Purchase Option" indicated on the face of this Agreement (i.e., either a set dollar amount or the fair market value of the Equipment at the expiration of the initial Term), plus all applicable Taxes.

20. DEFAULT & REMEDIES. You will be in default under this Agreement if (1) Xerox does not receive any payment within 15 days after the date it is due, or (2) you breach any other obligation in this or any other agreement with Xerox. If you default, Xerox may, in addition to its other remedies (including cessation of Maintenance Services), remove the Equipment at your expense and require immediate payment, as liquidated damages for loss of bargain and not as a penalty, of: (a) all amounts then due, plus interest from the due date until paid at the rate of 1.5% per month; (b) the Minimum Payments (less the Maintenance Services and Consumable Supplies components thereof, as reflected on Xerox's books and records) remaining in the Term, discounted at 4% per annum; (c) the applicable Purchase Option; and (d) all applicable Taxes. You will pay all reasonable costs, including attorneys' fees, incurred by Xerox to enforce this Agreement. If you make the Equipment available for removal by Xerox within 30 days after notice of default, in the same condition as when delivered (reasonable wear and tear excepted), you will receive a credit for the fair market value of the Equipment as determined by Xerox, less any costs incurred by Xerox.

21. DATA SECURITY. Certain models of Equipment can be configured to include a variety of data security features. There may be an additional cost associated with certain data security features. The selection, suitability and use of data security features are solely Customer's responsibility. Upon request, Xerox will provide additional information to Customer regarding the security features available for particular Equipment models.

GENERAL TERMS & CONDITIONS:

22. NON-CANCELABLE AGREEMENT. THIS AGREEMENT CANNOT BE CANCELED OR TERMINATED EXCEPT AS EXPRESSLY PROVIDED HEREIN. YOUR OBLIGATION TO MAKE ALL PAYMENTS, AND TO PAY ANY OTHER AMOUNTS DUE OR TO BECOME DUE, IS ABSOLUTE AND UNCONDITIONAL AND NOT SUBJECT TO DELAY, REDUCTION, SET-OFF, DEFENSE, COUNTERCLAIM OR RECOUPMENT FOR ANY REASON WHATSOEVER, IRRESPECTIVE OF XEROX'S PERFORMANCE OF ITS OBLIGATIONS HEREUNDER. ANY CLAIM AGAINST XEROX MAY BE ASSERTED IN A SEPARATE ACTION AND SOLELY AGAINST XEROX.

23. REPRESENTATIONS. The individuals signing this Agreement are duly authorized to do so and all financial information you provide completely and accurately represents your financial condition.

24. LIMITATION OF LIABILITY. Except for liability under the indemnification obligations set forth in this Agreement, Xerox will not be liable to you for any direct damages in excess of $10,000 or the amounts paid hereunder, whichever is greater, and neither party will be liable to the other for any special, indirect, incidental, consequential or punitive damages arising out of or relating to this Agreement, whether the claim alleges tortious conduct (including negligence) or any other legal theory. Any action you take against Xerox must be commenced within 2 years after the event that caused it.

25. CREDIT REPORTS. You authorize Xerox or its agent to obtain credit reports from commercial credit reporting agencies.

26. FORCE MAJEURE. Xerox will not be liable to you during any period in which its performance is delayed or prevented, in whole or in part, by a circumstance beyond its reasonable control. Xerox will notify you if such a circumstance occurs.

27. PROTECTION OF XEROX'S RIGHTS. You authorize Xerox or its agent to file, by any permissible means, financing statements necessary to protect Xerox's rights as lessor of the Equipment. You will promptly notify Xerox of a change in ownership, or if you relocate your principal place of business or change the name of your business.

28. WARRANTY DISCLAIMER. XEROX DISCLAIMS THE IMPLIED WARRANTIES OF NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE. This Agreement is a "finance lease" under Article 2A of the Uniform Commercial Code and, except to the extent expressly provided herein, and as permitted by applicable law, you waive all of your rights and remedies as a lessee under Article 2A.

Confidential - Copyright© 2008 XEROX CORPORATION. All rights reserved.

29. INTELLECTUAL PROPERTY INDEMNITY. Xerox will defend, and pay any settlement agreed to by Xerox or any final judgment for, any claim that a Xerox-brand Product infringes a third party's U.S. intellectual property rights. You will promptly notify Xerox of any alleged infringement and permit Xerox to direct the defense. Xerox is not responsible for any non-Xerox litigation expenses or settlements unless it pre-approves them in writing. To avoid infringement, Xerox may modify or substitute an equivalent Xerox-brand Product, refund the price paid for the Xerox-brand Product (less the reasonable rental value for the period it was available to you), or obtain any necessary licenses. Xerox is not liable for any infringement based upon a Xerox-brand Product being modified to your specifications or being used or sold with products not provided by Xerox.

30. TITLE & RISK OF LOSS. Until you exercise your Purchase Option: (a) title to Equipment will remain with Xerox; (b) Equipment will remain personal property; (c) you will not attach the Equipment as a fixture to any real estate; (d) you will not pledge, sub-lease or part with possession of it, or file or permit to be filed any lien against it; and, (e) you will not make any permanent alterations to it. Risk of loss passes to you upon delivery and remains with you until Xerox removes the Equipment. You will keep the Products insured against loss or damage and the policy will name Xerox as a loss payee.

31. ASSIGNMENT. Except for assignment by Xerox to a parent, subsidiary or affiliate of Xerox, or to securitize this Agreement as part of a financing transaction ("Permitted Assignment"), neither party will assign any of its rights or obligations under this Agreement without the prior written consent of the other party. In the event of a Permitted Assignment: (a) Xerox may, without your prior written consent, release to the proposed assignee information it has about you related to this Agreement; (b) the assignee will have all of the rights but none of the obligations of Xerox hereunder; (c) you will continue to look to Xerox for performance of Xerox's obligations, including the provision of Maintenance Services; (d) you waive and release the assignee from any claim relating to or arising from the performance of Xerox's obligations hereunder; (e) you shall not assert any defense, counterclaim or setoff you may have against an assignee; and (f) you will remit payments in accordance with instructions of the assignee.

32. MISCELLANEOUS. Notices must be in writing and will be deemed given 5 days after mailing, or 2 days after sending by nationally recognized overnight courier. Notices will be sent to you at the "Bill to" address identified in this Agreement, and to Xerox at the inquiry address set forth on your most recent invoice, or to such other address as either party may designate by written notice. You authorize Xerox or its agents to communicate with you by any electronic means (including cellular phone, email, automatic dialing and recorded messages) using any phone number (including cellular) or electronic address you provide to Xerox. This Agreement constitutes the entire agreement as to its subject matter, supersedes all prior oral and written agreements, and will be governed by the laws of the State of New York (without regard to conflict-of-law principles). In any action to enforce this Agreement, the parties agree (a) to the jurisdiction and venue of the federal and state courts in Monroe County, New York, and (b) to waive their right to a jury trial. If a court finds any term of this Agreement unenforceable, the remaining terms will remain in effect. The failure by either party to exercise any right or remedy will not constitute a waiver of such right or remedy. Each party may retain a reproduction (e.g., electronic image, photocopy, facsimile) of this Agreement which will be admissible in any action to enforce it, but only the Agreement held by Xerox will be considered an original. Xerox may accept this Agreement either by signature or by commencing performance. Changes to this Agreement must be in writing and signed by both parties. Any terms on your ordering documents will be of no force or effect. The following four sentences control over every other part of this Agreement. Both parties will comply with applicable laws. Xerox will not charge or collect any amounts in excess of those allowed by applicable law. Any part of this Agreement that would, but for the last four sentences of this Section, be read under any circumstances to allow for a charge higher than that allowed under any applicable legal limit, is modified by this Section to limit the amounts chargeable under this Agreement to the maximum amount allowed under the legal limit. If, in any circumstances, any amount in excess of that allowed by law is charged or received, any such charge will be deemed limited by the amount legally allowed and any amount received by Xerox in excess of that legally allowed will be applied by Xerox to the payment of amounts legally owed under this Agreement, or refunded to you.

33. REMOTE SERVICES. Certain models of Equipment are supported and serviced using data that is automatically collected by Xerox from the Equipment via electronic transmission from the Equipment to a secure off-site location. Examples of automatically transmitted data include product registration, meter read, supply level, Equipment configuration and settings, software version, and problem/fault code data. All such data shall be transmitted in a secure manner specified by Xerox. The automatic data transmission capability will not allow Xerox to read, view or download the content of any Customer documents residing on or passing through the Equipment or Customer's information management systems.

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Requisition

Req # 00197063

PO #

Date: 06/08/11

Consent
#27061
6/21/11

Bill To: x
x

Vendor : 42129
XEROX CORPORATION
P.O. BOX 650361
PNC BANK
1200 E CAMPBELL, STE 108
RICHARDSON TX 75081

Ship To: JP PCT 4, PL 1
224 N. 12TH
EDINBURG TX 78572

Contact: **Aleida**
956-380-3600

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		JP PCT 4, PL 1-FRONT OFFICE TPASS TERM CONTRACT 985-L2 SMARTBUY REQUISITION # SMARBUY PURCHASE ORDER # NEW 36 MONTH (CAPITAL) LEASE PENDING CC 6/21/2011 DO NOT DUPLICATE ORDER		
6.00	MONTH	CO NEW 36 month (CAPITAL) lease Commodity Code 985-13-14001-6 (UNIT) Commodity Code 985-13-14002-4 (MONTHLY LEASE) Xerox Workcentre 5745P digital copier, WITH 2 TRAYS, STAND, BYPASS TRAY AND DADF, W5745 KIT, DOCUMENTATION KIT, AND OFFICE FINISHER Price includes 25,000 monthly impressions all excess prints at $.0091 cents each; Contract includes delivery and installation, all supplies except paper and specialty items	178.63	1,071.78
		Account No	Encumbrance	
		1-1242-412-00-060-001-0-780	1,071.78	
			Freight	.00
			Total	1,071.78
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

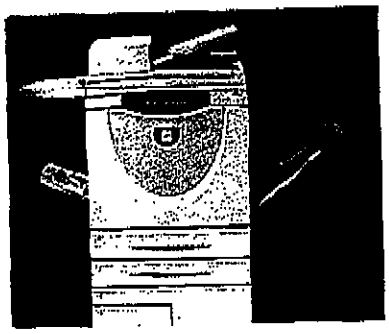
Attn: Matty

197063

XEROX 985-L2 LEASE PRICING

Req# 00195801
Tech Fund
1-1242-412-00-000-001-C
4/42

XEROX WORKCENTRE 5745P



Aleida Lopez
ext 4103
3804413

Digital Copier with 2 Trays, Stand, Bypass Tray
and DADF, W5745 Kit, Documentation Kit,
and Office Finisher

Price includes

Price includes 25,000 monthly impressions

all excess prints at $.0091 each

	Monthly Base	Commodity Codes:
Equip Description/Qty	$ 0.00	985-13-14001-6
* 36 month term	$ 178.63	985-13-14002-4
48 month term	$ 154.06	985-13-14035-4
60 month term	$ 139.45	985-13-14068-5

Contract Includes

- Delivery & Installation
- All supplies, except paper & specialty items

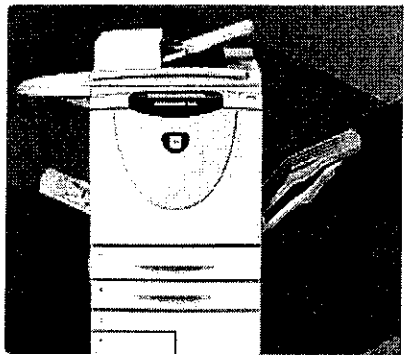
xerox

Front office

XEROX 985-L2 LEASE

PRICING

XEROX WORKCENTRE 5745P



Digital Copier with 2 Trays, Stand, Bypass Tray
and DADF, W5745 Kit, Documentation Kit,
and Office Finisher

Price includes

Price includes **25,000** monthly impressions

all excess prints at $.0091 each

	Monthly Base	Commodity Codes:
Equip Description/Qty	$ 0.00	985-13-14001-6
36 month term	$ 178.63	985-13-14002-4
48 month term	$ 154.06	985-13-14035-4
60 month term	$ 139.45	985-13-14068-5

Cash Purchase Price $6,430.68

Contract Includes

- Delivery & Installation
- All supplies, except paper & specialty items

X6ms.1,071.78

xerox

XEROX 985-L2 LEASE PRICING

	Price:	Commodity Code:
PRINT CONTROLLER		
36 Month	$42.86	985-13-14003-2
48 Month	$33.95	985-13-14037-0
60 Month	$28.68	985-13-14069-3
PRINT CONTROLLER, COLOR SCANNING, INTERNET FAX, & NETWORK FAX		
36 Month	$83.19	985-13-14004-0
48 Month	$65.95	985-13-14038-8
60 Month	$55.71	985-13-14070-1
100 HIGH VOLUME FINISHER		
36 Month	$45.29	985-13-14005-7
48 Month	$35.91	985-13-14039-6
60 Month	$30.34	985-13-14071-9
100HVF-HIGH VOLUME FINISHER		
36 Month	$92.72	985-13-14006-5
48 Month	$73.52	985-13-14040-4
60 Month	$62.10	985-13-14072-7
EMFAX-L1 EMBEDDED FAX 1 LINE		
36 Month	$14.19	985-13-14007-3
48 Month	$11.26	985-13-14041-2
60 Month	$ 9.51	985-13-14073-5
EMFAX-L2 EMBEDDED FAX 2 LINE		
36 Month	$33.17	985-13-14008-1
48 Month	$26.30	985-13-14042-0
60 Month	$22.21	985-13-14074-3
1GBMEMUP-1 GB Memory		
36 Month	$47.26	985-13-14009-9
48 Month	$37.47	985-13-14043-8
60 Month	$31.66	985-13-14075-0
2 HOLE-LGL LEGAL 2 HOLE PUNCH		
36 Month	$ 2.14	985-13-14010-7
48 Month	$ 1.69	985-13-14044-6
60 Month	$ 1.43	985-13-14076-8

xerox

197063

Capital Lease Versus Operating Lease Test
2011

Indicates calculated field
Mandatory Field
Complete if indicated in lease documentation

										1	2	3a	3b	4a	4b	
CC Date	State PurchaseOrder Date	Dept. No.	Lease / Property Schedule No.	Req. Number	Asset Module Asset ID No.	Lease Term Start Date	Model Description	Monthly Pymt Amount	Title Xfer at End of Lease? (Y/N)	Bargain Purchase Option? (Y/N)	Lease Term in Months	Est. Economic Useful Life in Months	Total Principal Pmts Over Lease Term	FMV of Leased Equip. at Lease Inception	Capital or Operating Lease? (Calculated Field)
5/10/2011	985-L2	140	Tax Office Dep	194615	985-l2	5/10/2011	wc5745T	$178.63	N	N	36	60	6,430.68	$6,430.68	Capital Lease
5/12/2011	985-L2	350	WIC	196143	985-L2	5/11/2011	IR-C5045	$259.72	N	N	36	60	9,349.92	$9,017.75	Capital Lease
5/31/2011	985-L2	61	JP Pct 1 Place 1	196090	985-L2	5/31/2011	W5638	$150.77	N	N	40	60	6,030.80	$6,030.80	Capital Lease
													0.00		
5/31/2011	TASB 299-08	210	Planning	195978	299-08	5/31/2011	MP2851P	$125.40	N	N	48	60	6,019.20	$5,864.00	Capital Lease
BRD JUDGES	985-L2	330	Juvenile Detention	195628	985-L2	6/14/2011	WC5745P	$260.75	N	N	36	60	9,387.00	$9,387.00	Capital Lease
BRD JUDGES	985-L2	330	Juvenile Boot Camp	195658	985-L2	6/14/2011	WC5755P	$468.15	N	N	36	60	16,853.40	$16,853.40	Capital Lease
6/14/2011	985-L2	340	Health Dept	196766	985-L2	6/14/2011	WC5225	$157.95	N	N	36	60	5,686.20	$3,813.12	Capital Lease
6/21/2011	985-L2	60	JP 4 Pl 1 Front Off	197063	985-L2	6/21/2011	WC5745P	$178.63	N	N	36	60	6,430.68	$6,430.68	Capital Lease

Requisition

Req # 00197067

PO #

Date: 06/08/11

Consent #27061 6/21/11

Bill To: x
x

Vendor : 42129
XEROX CORPORATION
P.O. BOX 650361
PNC BANK
1200 E CAMPBELL, STE 108
RICHARDSON TX 75081

Ship To: JP PCT 4, PL 1
224 N. 12TH
EDINBURG TX 78572

Contact: aleida
956-380-4473

Contract No: SMARTBUY PO

Special Instructions:

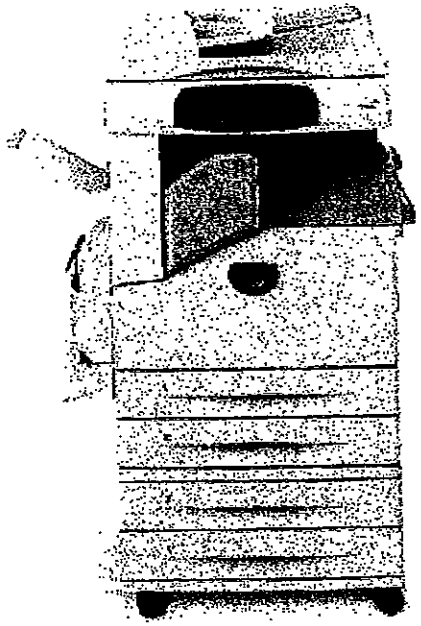
QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		JP PCT 4, PL 1-COURTROOM TPASS TERM CONTRACT 985-L2 SMARTBUY REQUISITION # SMARTBUY PURCHASE ORDER # NEW 36 MONTH (CAPITAL) LEASE PENDING CC APPROVAL 6/21/2011 DO NOT DUPLICATE ORDER		
6.00	MONTH	CO NEW 36 month COPIER (CAPITAL) lease AGREEMENT (CONTRACTORS QUOTE) FOR: WorkCentre 5225 25 PAGES PER MINUTE 75 SHEET DADF AUTOMATIC DOCUMENT FEEDER STANDARD TWO 500-SHEET TRAYS INTEGRATED OFFICE FINISHER MOBILE STAND INCLUDED Price includes 5,000 impressiones all excess prints @ 0.0116 cents price includes delivery & installation	105.92	635.52
		Account No	Encumbrance	
		1-1242-412-00-060-001-0-780	635.52	
			Freight	.00
			Total	635.52
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

XEROX®

WORK CENTRE 5225

XEROX 985-L2 LEASE



Copy

- 25 Pages per Minute
- 75 Sheet DADF
- Automatic Document Feeder
- Standard Two 500-Sheet Trays
- Integrated Office Finisher
- Mobile stand included

Contract 12-985-[redacted]-(6124530000)
Contract #

3,800

✳ **36 MONTH LEASE**
$105.92

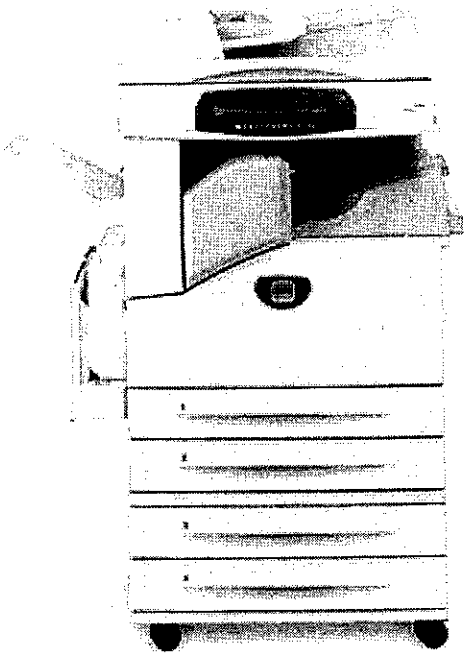
PRICE INCLUDES **5,000**
IMPRESSIONES ALL EXCESS
PRINTS @ 0.0116

(courtroom)

XEROX®

WORK CENTRE 5225

WORK CENTRE 5225



+ 6 mos.
635.52

Call Damaris I Morales
682-1820

Copy

- 25 Pages per Minute
- Automatic Document Feeder
- Standard Two 500-Sheet Trays
- Integrated Finisher
- Maximum paper size 11X17
- Mobile stand included

TPASS 985-L2
36 MONTH LEASE
105.92
CASH PRICE $3,813.12

LEASE INCLUDES
MAINTENANCE AND SUPPLIES
FOR **5,000** COPIES OVG. 0.0116

191067

Capital Lease Versus Operating Lease Test
2011

Indicates calculated field
Mandatory Field
Complete if indicated in lease documentation

									1	2	3a	3b	4a	4b	
CC Date	State PurchaseOrder Date	Dept. No.	Lease / Property Schedule No.	Req. Number	Asset Module Asset ID No.	Lease Term Start Date	Model Description	Monthly Pymt Amount	Title Xfer at End of Lease? (Y/N)	Bargain Purchase Option? (Y/N)	Lease Term in Months	Est. Economic Useful Life in Months	Total Principal Pmts Over Lease Term	FMV of Leased Equip. at Lease Inception	Capital or Operating Lease? (Calculated Field)
5/10/2011	985-L2	140	Tax Office Dep	194615	985-l2	5/10/2011	wc5745T	$178.63	N	N	36	60	6,430.68	$6,430.68	Capital Lease
5/12/2011	985-L2	350	WIC	196143	985-L2	5/11/2011	IR-C5045	$259.72	N	N	36	60	9,349.92	$9,017.75	Capital Lease
5/31/2011	985-L2	61	JP Pct 1 Place 1	196090	985-L2	5/31/2011	W5638	$150.77	N	N	40	60	6,030.80	$6,030.80	Capital Lease
													0.00		
5/31/2011	TASB 299-08	210	Planning	195978	299-08	5/31/2011	MP2851P	$125.40	N	N	48	60	6,019.20	$5,864.00	Capital Lease
BRD JUDGES	985-L2	330	Juvenile Detention	195628	985-L2	6/14/2011	WC5745P	$260.75	N	N	36	60	9,387.00	$9,387.00	Capital Lease
BRD JUDGES	985-L2	330	Juvenile Boot Camp	195658	985-L2	6/14/2011	WC5755P	$468.15	N	N	36	60	16,853.40	$16,853.40	Capital Lease
6/14/2011	985-L2	340	Health Dept	196766	985-L2	6/14/2011	WC5225	$157.95	N	N	36	60	5,686.20	$3,813.12	Capital Lease
6/21/2011	985-L2	60	JP 4 Pl 1 Front Off	197063	985-L2	6/21/2011	WC5745P	$178.63	N	N	36	60	6,430.68	$6,430.68	Capital Lease